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Chebucto Community Council
June 1, 2009

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: May 20, 2009

SUBJECT: Case 01194 - Wentworth Development Agreement

ORIGIN

Application by Clayton Developments Limited, on behalf of Cresco Holdings Limited, to enter into a development agreement for a residential development over a 96.5 acres (39 hectares) of land within the Wentworth Estates/Bedford South Master Plan area, located to the east of Highway 102, Halifax.

RECOMMENDATIONS

It is recommended that Chebucto Community Council:

1. Give Notice of Motion to consider the proposed development agreement presented in Attachment A and schedule a public hearing.
2. Approve the proposed development agreement presented in Attachment A; and
3. Require the development agreement be signed within 120 days, or any extension thereof granted by the Community Council on request of the applicant, from the date of final approval of said agreement by the Community Council and any other bodies as necessary, whichever is later, including applicable appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

EXECUTIVE SUMMARY

Clayton Developments Ltd. is seeking approval of a development agreement pertaining to Neighbourhood F, Mixed Business Campus, General and Community Commercial areas of the Wentworth Estates/Bedford South Master Plan Area, all of which are part of the Wentworth Secondary Planning Strategy (the Secondary Plan). The lands, illustrated on Map 1, encompass 96.5 acres (39 hectares) to the east of Highway 102 in Halifax and are the remaining lands owned by Cresco Holdings Ltd. within the Wentworth/ Bedford South Master Plan area.

The development proposal integrates parks and open space with a variety of housing types including single, townhouse and multi-unit dwellings as well as a lifestyle community designed for senior citizens. The proposed agreement (Attachment A) reflects this integration and includes terms pertaining to environmental protection, land development, parks and open space, the provision of municipal services and phasing. Further, the agreement is subject to capital cost contribution charges by the developer to Municipality and Halifax Water.

A Public Information Meeting was held on October 9, 2008 to discuss the proposed development along with development of adjacent lands in Bedford South. Attachment C of this report contains a summary of this meeting. On December 10, 2008 Bedford Waters Advisory Board provided a positive recommendation on the proposed development and the detailed Stormwater Management Plan (Attachment D). Staff is recommending approval of the proposed development agreement (Attachment A) as it complies with the relevant policies for the Wentworth Secondary Planning Strategy.

BACKGROUND

In 2002, Regional Council approved the Wentworth and Bedford South Secondary Plans (the Secondary Plan) which provides guidance for the development of a new community between Bedford Highway and Highway 102 north of the Royale Hemlocks Subdivision and south of the Crestview subdivision. The goal of the strategy is to enable residential and commercial development which is cost effective for the municipality to service.

The Secondary Plan Area is divided into a number of neighbourhoods which are illustrated on Map 1. Cresco Holdings Limited, controls a portion of land holdings in the Secondary Plan. Council has previously approved a number of development agreements for several hundred acres of development including Neighbourhoods A, B, C, D, E and the commercial area surrounding the interchange being constructed at Highway 102 and Larry Uteck Boulevard.

Proposal:

Cresco Holdings Limited has applied to enter into a development agreement for approximately 98.5 acres (39 hectares) (currently PID#00289165 and a portion of PID# 40176034 but anticipated to be consolidated to PID#00289165 by the date of first reading) as illustrated on Map 2. This lands include those designated Business Campus, General and Community Commercial areas and Neighbourhood F under the Wentworth Secondary Planning Strategy (SPS) as illustrated on Map

1 to 3. A mixture of residential, parkland and other open space uses are proposed. Plans illustrating key elements of the project such as municipal services, park dedications, trails and development phasing are found in Schedules B to N of the proposed development agreement (Attachment A).

The development is comprised of two key components: residential development and parkland.

Residential Development

Approximately 87.2 acres (35.3 hectares) are intended to accommodate a mix of residential development. The applicant is proposing:

- 238 single unit dwellings;
- 261 townhouse dwellings; and
- 749 multiple unit dwellings.

In addition to the above noted units approximately 22 acres (8.9 hectares) of the 98.7 acres of the development is intended for a lifestyle community. This complex may include a range of residential uses including townhouses, semi-detached and multiple dwellings, assisted living and residential care facilities and nursing homes. These dwelling units will be managed by a single entity and offer services which may include personal care and supportive services such as security, health related services, meals, housekeeping and laundry, recreational activities, transportation and social services. These type of developments are typically marketed to a “seniors” demographic. The developer is proposing approximately 275 units.

Parkland

Approximately 9.3 acres (3.7 hectares) of the site is reserved for park dedication and open space. In addition to the land dedication, the developer will provide site preparation for a portion of the proposed park located on the west side of Starboard Drive.

It should be noted that additional parkland development adjacent the area bound by the development agreement is being developed by the Province of Nova Scotia. A new french high school near the intersection of Larry Uteck Boulevard and Southgate Drive is in the early stages of construction (site preparation). In association with this development, a playing field on 4.5 acres of land (Schedule C) is being constructed, and eventually deeded to the Municipality. As this project is provincial, it is outside the bounds of the development agreement process.

DISCUSSION

The Wentworth Secondary Planning Strategy (WSPS) contained within the Halifax Municipal Planning Strategy (MPS) sets out direction for development within the Wentworth /Bedford South Master Plan Area. Policy MCP-1 establishes that development within WSPS is contingent upon approval of a development agreement in conformance with the Community Concept Plan as illustrated on Map 1. When considering this development application an evaluation of the proposal against the policy criteria of the WSPS is required and is presented as Attachment B.

Upon review of the WSPS, the proposal appears to meet the intent of the relevant policies as presented in the proposed development agreement (Attachment A). While the proposal is consistent with the WSPS, staff have identified the following issues, which must be addressed when considering this application. The following measures have been completed and incorporated into the agreement (Attachment A) to ensure compliance:

Environmental Protection:

- A master stormwater management plan has been prepared, reviewed by the Bedford Watershed Advisory Board and incorporated into the development agreement; and
- Watercourses on the property, including wetlands greater than 2,000 square metres, have been identified and will be confirmed onsite and the lands abutting watercourses have been designated as non-disturbance areas. Wetlands are to be identified as non-disturbance areas except if alteration is permitted by Nova Scotia Environment. Much of the non-disturbance area is to be dedicated to the Municipality for parkland.

Municipal Services:

- The design of the sewer and water systems has received a recommendation of approval from the Development Engineer and Halifax Water;
- A series of sidewalks will be constructed by the applicant. All streets will have one sidewalk except for Starboard Drive which will have sidewalks on both sides;
- The design and location of public streets are as generally required by the WSPS. More detailed discussion provided in the Transportation Section (below); and
- The interchange must be completed and open for use prior to final subdivision being permitted.

Land Use:

- A variety of housing types including single unit, semi-detached, townhouse and multiple unit dwellings;
- Maximum overall density of 20 persons per acre over the entire WSPS and Bedford South SPS area;
- Development densities in this area are permitted at higher levels than within other Wentworth/ Bedford South Neighbourhoods;
- Lifestyle community area for future Shannex lands;
- Design requirements for townhouse and multiple unit dwellings;
- Lighting Guidelines which require the preparation of a lighting plan for multiple unit sites; and
- Landscaping plan required on multiple unit sites.

Transportation:

The primary transportation project intended to service Wentworth/ Bedford South is the extension of Larry Uteck Boulevard to a new interchange to be constructed at Highway 102 (policies MS-6 and MS-7). These projects will be cost shared between HRM, the Province of Nova Scotia and the developers within the master plan area. On December 17, 2008 the federal and provincial announcement was made which secured funding for the new interchange on Highway 102 at Larry Uteck Boulevard. A cost-sharing agreement will be presented to Council in the coming weeks, in conjunction with the financial plan for the Bedford West Master Plan Area. Tree clearing is underway and the interchange is expected to be open during the fall of 2010.

The proposed development agreement does not enable occupation of dwelling units prior to construction and connection of the interchange to Larry Uteck Boulevard. Staff are of the opinion this is consistent with the direction set out in policies MS-6 and MS-7 and with the overall intent of WSPS in this regard.

Infrastructure Charges:

The Regional Subdivision By-law contains a requirement for developers within the WSPS to pay infrastructure charges to recover a portion of costs associated with new streets and street intersections, traffic signs and signals, stormwater systems and wastewater facilities. Further, the Halifax Regional Water Commission will levy infrastructure charges for the oversizing of water infrastructure. Under the Regional Subdivision By-law charges are levied based on a formula based on the lot size and density.

The proposed agreement varies sewer densities for the lifestyle community (Clause 4.5.6 of the agreement). This variation does not apply to the calculation of Infrastructure Charges, as a result, it is not anticipated to have negative implications on the collections of the charges.

Summary:

The proposed development agreement (Attachment A) complies with the requirements of the Wentworth Secondary Planning Strategy. Staff are recommending Council approve the proposed agreement as identified in the recommendation section of the agreement.

Public Participation:

A public meeting was held on October 9, 2008 to consider the development agreement application. The minutes of the meeting are presented as Attachment C. Should Community Council schedule a public hearing for this application, public notices will be placed in the newspaper and property owners within the notification area will be contacted individually. The notification area is identified on Map 3.

The Bedford Waters Advisory Board has jurisdiction over this proposal. The Board reviewed the proposed master stormwater management plan and conceptual layout of the subdivisions. The Board's recommendation (Attachment D) recommended acceptance of the proposed Stormwater Management Plan.

Staff are of the opinion that the proposed development agreement meets the intent of the Board's recommendations to the extent appropriate under a development agreement (Attachment A).

BUDGET IMPLICATIONS

The Developer will be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of the Agreement. The administration of the agreement can be carried out within the approved budget with existing resources.

Capital Cost Contribution:

A Capital Cost Contribution Charge Area has been established over the lands and the lands are subject to charges under the Regional Subdivision By-law.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

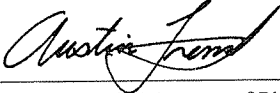
1. The Community Council may approve the proposed agreement. This is the recommended course of action.
2. The Community Council may choose to approve the proposed development Agreement subject to modifications. Such modifications may require further negotiations with the applicant and revisions to the schedules attached to the Agreement.
3. The Community Council may choose to refuse the proposed development agreement, and in doing so provide reasons based on conflict with existing Municipal Planning and Secondary Planning Strategy policies. This is not recommended for the reasons stated in this report.

ATTACHMENTS

- | | |
|---------------|----------------------------------------------------------------|
| Map 1: | Wentworth / Bedford South Secondary Plan Area by Neighbourhood |
| Map 2: | Generalized Future Land Use |
| Map 3: | Zoning Map |
| Attachment A: | Proposed Development Agreement |
| Attachment B: | Policy Evaluation of the Wentworth Secondary Planning Strategy |
| Attachment C: | Minutes Public Information Meeting - October 9, 2008 |
| Attachment D: | Draft Recommendation of the Bedford Watershed Advisory Board |

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/agenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.






Report Prepared by: Andrew Bone, Senior Planner, Planning Applications, Central Region, 869-4226

Report Approved by: 
Austin French, Manager of Planning Services, 490-6717

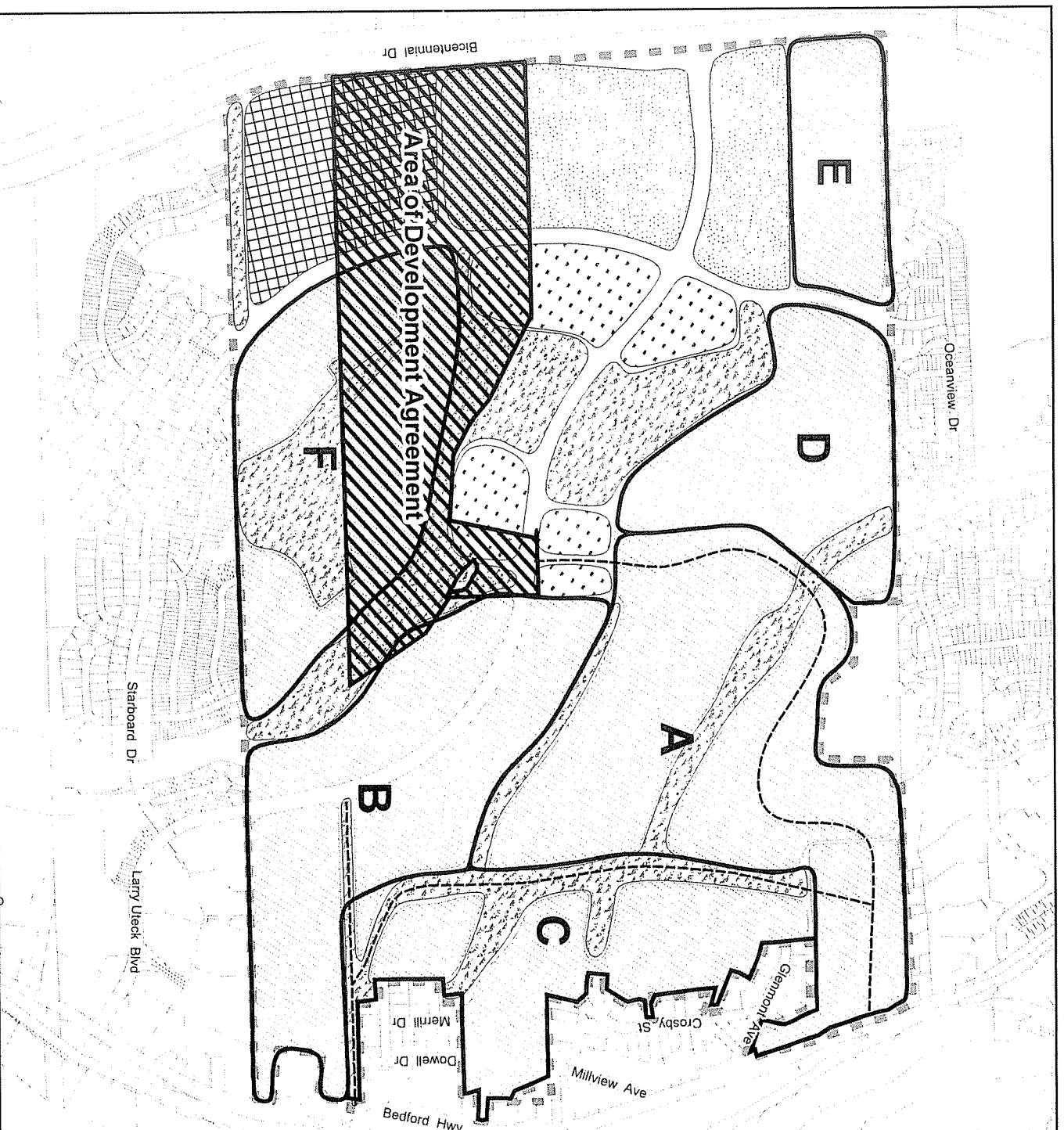
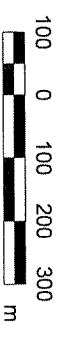
Map 1

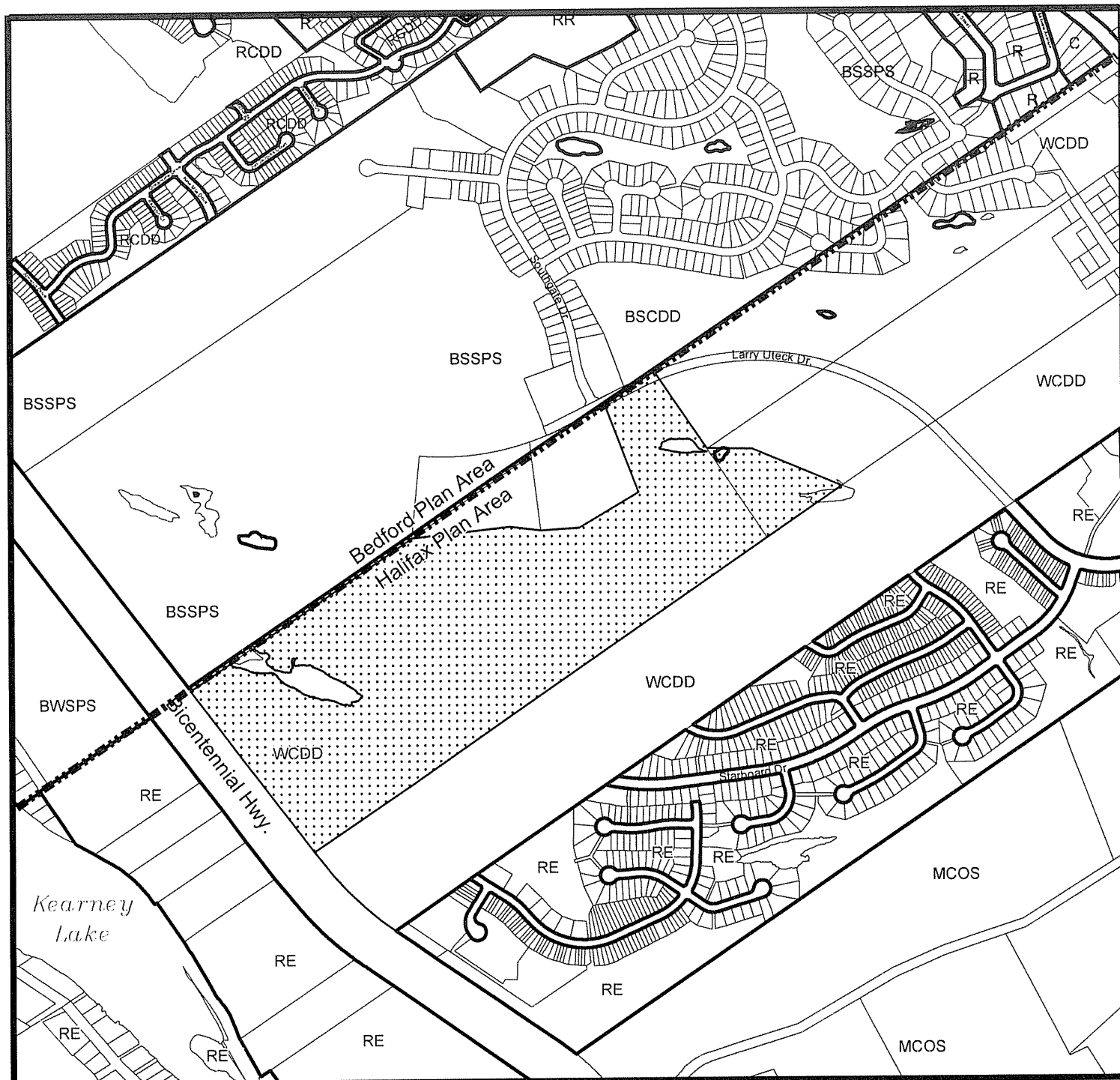
Community Concept Plan Land Use Designation

Proposed Land Use

-  Residential Neighbourhoods
-  General Commercial
-  Community Commercial / Institutional
-  Mixed Use / Business Campus
-  Park / Open Space (Major Areas)

Note: Neighbourhood Parks to be confirmed by Development Agreement.





Map 2
Generalized Future Land Use



Area of Development Agreement

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

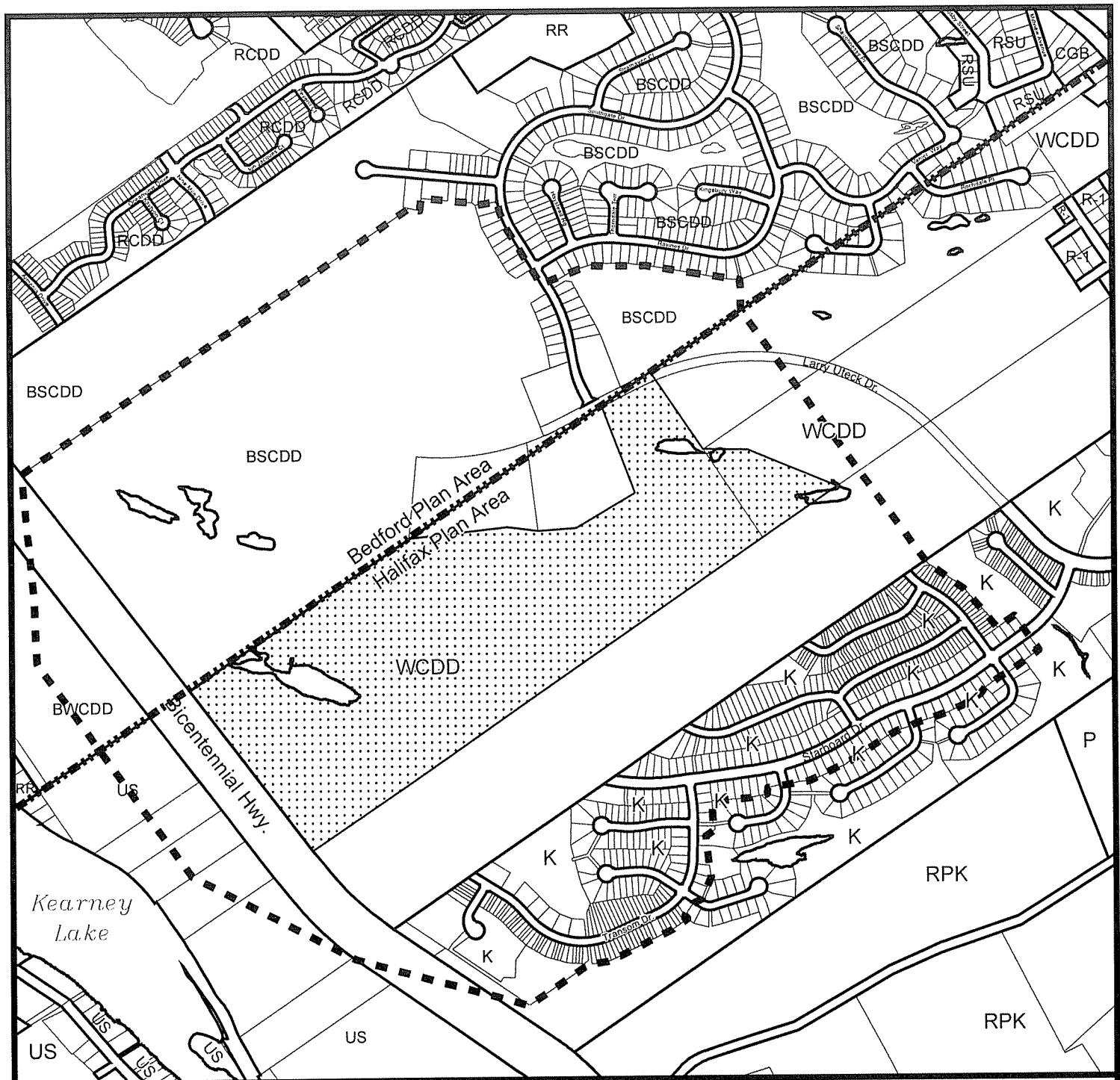
Bedford Plan Area

R Residential Designation
RCDD Residential Comprehensive Development District
BSSPS Bedford South Secondary Planning Strategy
BWSPS Bedford West Secondary Planning Strategy

Halifax Plan Area

WCDD Wentworth Comprehensive Development District
MCOS Major Community Open Space
RE Residential Environments





Map 3 Zoning



Area of Development Agreement

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

Bedford Plan Area

RSU Single Dwelling Unit Zone
RR Residential Reserve Zone
RCDD Residential Comprehensive Development District
BSCDD Bedford South Comprehensive Development District

Halifax Plan Area

US Urban Settlement Zone
K Schedule "K"
RPK Regional Park Zone
WCDD Wentworth Comprehensive Development District

■ ■ ■ Notification Area



Attachment A
Proposed Development Agreement

THIS AGREEMENT made this day of, 2009,

BETWEEN:

CRESCO HOLDINGS LIMITED

a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY

a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on the east side of the Bicentennial Highway, in Halifax and which said lands are identified by P.I.D. 00289165 as illustrated in Schedule A and further described in Schedule A-1 of this Agreement(hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for the construction of a mixed use development, consisting of residential and institutional uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, and the Municipal Planning Strategy for Halifax and Land Use By-law for Halifax Mainland;

AND WHEREAS a condition of the granting of approval of Council is that the Developer enter into an development agreement with the Halifax Regional Municipality;

AND WHEREAS Chebucto Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case No. 01194;

THEREFORE in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**1.1 Applicability of Agreement**

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.2 Applicability of Land Use By-law and Subdivision By-law

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Halifax Land Use By-law ("the Land Use By-law") and the Regional Subdivision By-law for Halifax Regional Municipality ("the Subdivision By-law"), as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use or Subdivision By-laws to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government and the Developer or Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to the sanitary sewer system, water distribution system, storm drainage system and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer except as provided for by an infrastructure charge collected under the provisions of the Subdivision By-law. All design drawings and information shall be certified by a Professional Engineer.

1.4 Conflict

Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use or Subdivision By-laws to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

Where the written text of this agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to the Lands.

1.6 Provisions Severable

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: DEFINITIONS

2.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law.

2.2 In this Agreement, unless the context otherwise requires:

- (a) “Assisted Living Facility” means a building or part of a building where residents have access to 24 hour personal care and assisted living arrangements are provided for individual’s living in self contained units. All assisted living facilities shall include a common dining room, personal care, housekeeping and laundry facilities and services.
- (b) “building height” means the vertical distance between the average finished grade of a building to the soffit of a building, excepting gables.
- (c) “lot frontage” means the distance between the side lot lines of a lot as measured in a perpendicular direction from the front lot line on a public street at a horizontal distance equal to 7.01 metres (23 feet).
- (d) “Master Stormwater Management Plan” means the document entitled *Master Stormwater Management Plan for Bedford South*, Project No. 1045671, prepared by Jacques Whitford NAWÉ Inc. in conjunction with Jacques Whitford Environment Ltd., for Clayton Developments Ltd., dated November 2008.

“Secondary Planning Strategy” means the Wentworth Secondary Planning Strategy, adopted under the Halifax Municipal Planning Strategy, as amended from time to time.

- (e) “Lifestyle Community” means a variety of housing forms which may include townhouse, semi-detached and multiple dwellings as per the Land Use By-law for Halifax Mainland, assisted living as per the this agreement and residential care

facilities and nursing homes as regulated by the Province of Nova Scotia. These dwelling units shall be managed by a single entity. Services may include personal care and supportive services such as security, health/medical related services, meals, housekeeping and laundry, fitness, recreational activities, transportation, retail and social services. Services provided may be open to the public.

- (f) "Waters Advisory Board" means the Bedford Waters Advisory Board, as established by an administrative order of the Municipality.

PART 3 USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 SCHEDULES

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Number 01194:

The Schedules are:

Schedule A:	Development Area
Schedule A-1:	Legal Description of the Lands
Schedule B:	Land Use Plan
Schedule B-1:	Road Network Options
Schedule C:	Sanitary Service Plan
Schedule D:	Stormwater Servicing Plan
Schedule E:	Water Service Plan
Schedule F:	Non Disturbance Plan
Schedule G:	Phasing Plan
Schedule H:	Design Criteria
Schedule I:	Lighting Guidelines
Schedule J:	Density Chart
Schedule K:	Community Concept
Schedule L:	Bedford South/Wentworth Estates Master Plan Area
Schedule M:	Requirements for Institutional Uses
Schedule N:	General Provisions

3.2 SUBDIVISION OF THE LANDS

3.2.1 This Agreement shall be deemed to meet the requirements of the Subdivision By-law with respect to concept plan approval.

3.2.2 The development of the Lands shall generally conform to the Schedules.

- 3.2.3 Unless otherwise acceptable to the Development Officer final subdivision applications shall be submitted to the Development Officer in accordance with the following:
- (a) Prior to the completion and connection of Larry Uteck Boulevard and the connection to the Highway 102 interchange, the Developer may undertake the construction of all or a portion of Starboard Drive. Notwithstanding the previous statement, Starboard Drive can not be accepted by HRM unless the construction of Larry Uteck Boulevard is completed and is connected to the interchange at Highway 102 and open for public use; and
 - (b) Applications for subdivision approval shall be submitted in the order of phasing, as generally set out in Schedule G.
- 3.2.4 Unless otherwise acceptable to Development Officer, prior to acceptance of any Municipal Service system, the Developer shall provide the following to the Development Officer:
- (a) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement (Section 5.1) ; and
 - (b) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement (Section 4.5).
- 3.2.5 Site construction for each Phase or portion thereof shall not occur until the Developer provides a subdivision grading plan to the Development Officer indicating where lot disturbance is to occur at the time of construction of municipal services, as set out in section 3.3 and 3.9 of this agreement. No site preparation shall occur until a pre construction meeting is held.
- 3.2.6 Each subdivision application for each phase shall include a table with the number of units permitted by this agreement, the number of dwelling units for which municipal development permit applications are expected to be sought and the number of dwelling units which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement. This table shall be attached to each subdivision application.
- 3.2.7 Each subdivision application for each phase shall include a table similar to Schedule J with the total sewer capacities permitted by this agreement, sewer calculations for which municipal development permit applications are expected to be sought and the sewer calculations for uses which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development

pursuant to the provisions of this Agreement. This table shall be attached to each subdivision application.

3.3 REQUIREMENTS PRIOR TO APPROVAL

3.3.1 Non-disturbance areas and watercourse buffers as required by this agreement shall be identified with snow fence or other appropriate method such as flagging tape, as approved by the Development Officer, prior to any site preparation (i.e. tree cutting, and excavation activity). The Developer shall provide confirmation to the Development Officer that the non-disturbance areas and watercourse buffers have been appropriately marked. Such demarcations shall be maintained by the Developer for the duration of the construction and may only be removed only upon the issuance of an Occupancy Permit for the lot or unless otherwise directed by the Development Officer.

3.3.2 No subdivision approvals shall be granted unless the following conditions have been met:

- (a) all required park site preparation and site development has been agreed upon in accordance with the requirements of Sections 3.7 of this Agreement;
- (b) non-disturbance areas have been delineated on the final subdivision plan in accordance with the requirements of Section 3.9;
- (c) a note for non-publicly owned or private driveways has been placed on the subdivision plan in accordance with the requirements of Section 4.3;
- (d) an erosion and sedimentation control plan has been complied with in accordance with the requirements of Section 5.1;
- (e) certification of the subdivision grading plan has been complied with in accordance with the requirements of Section 5.2;
- (f) copies for all required watercourse and wetland alteration permits for the subdivision phase have been provided to the Development Officer;
- (g) if required, approval of Nova Scotia Transportation and Infrastructure Renewal; and

3.3.3 No municipal development permit shall be granted unless:

- (a) a lot grading plan has been prepared in accordance with the requirements of Sections 5.2 of this Agreement and the plan has been approved by the Development Engineer; and

-
- (b) all multiple unit residential and institutional land uses shall include a landscaping plan has been prepared by a Professional Landscape Architect in accordance with the requirements of Section 3.10.
 - (c) a lighting plan for multiple unit residential buildings has been prepared by a qualified person in accordance with the requirements of Section 3.6.
 - (d) verification that the number of dwelling units and sewer flows have not been exceeded in accordance with the requirements of Section 4.5.
- 3.3.4 No development permit application shall be submitted to the Municipality for any multiple unit, or institutional development unless the Developer has completed the Municipality's MICI (Multiple unit/Industrial/Commercial/Institutional) process.
- 3.3.5 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.3.6 No Occupancy Permit shall be granted:
- (a) for any multiple unit, assisted living facility, seniors lifestyle, or institutional development unless a certification has been received from a Professional Landscape Architect in accordance with Section 3.10 of this Agreement (Landscaping);
 - (b) for any multiple unit, assisted living facility, seniors lifestyle, or institutional development unless a certification has been received from a qualified person in accordance with Section 3.6 of this Agreement (Lighting) ;
 - (c) trees have been planted or a security provided in accordance with the requirements of Clause 3.5; and
 - (d) lot grading approval has been received or financial security provided for completion of the work in accordance with Section 5.2.
- 3.3.7 Prior to the acceptance of any streets and municipal services within any phase of subdivision, the Developer shall provide the Development Officer with certification from a Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required by Section 5.1 of this Agreement and that there is permanent and/or temporary stabilization of all disturbed areas.

3.4 GENERAL DESCRIPTION OF LAND USE

3.4.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) A mixed use development as enabled by this Agreement and as generally illustrated on the Schedules;
- (b) Use of the Lands in the development shall be limited to the following as defined in this agreement:
 - i) single unit dwellings;
 - ii) townhouse dwellings;
 - iii) multiple unit dwellings, assisted living and residential care facilities;
 - iv) institutional uses;
 - v) lifestyle community;
 - vi) parkland and open space uses;
 - vii) home occupations in single unit, semi-detached, townhouse and multiple unit dwellings subject Schedule N.
 - viii) day care facilities, nursery schools, early learning centres, and after school care in single unit dwellings subject to the requirements of the Schedule N.

3.4.2 The location of land uses shall generally consistent with Schedule B and K.

3.4.3 The number of dwelling units permitted by this agreement shall conform with Schedule J and Section 4.5.

Dwelling Units Prior to the Interchange

3.4.4 The Development Officer shall not grant Development Permits for any dwelling units on the Lands until the interchange at Highway 102 and Larry Uteck Boulevard has been constructed and connected to Larry Uteck Boulevard.

3.5 DETAILED PROVISIONS FOR LAND USE

Land Use Requirements

3.5.1 No subdivision approval or municipal development permit shall be granted for any designated "singles" development except in accordance with the following provisions:

- (a) Minimum lot frontage: 12.19 metres (40 feet)
- (b) Minimum lot area: 371.6 square metres (4,000 square feet)
- (c) Minimum front yard: 4.57 metres (15 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)

-
- (e) Minimum side yard: 1.82 metres (6 feet)
 - (f) Minimum separation between buildings: 3.66 metres (12 feet) except for garages permitted under Section 3.5.5
 - (g) Minimum flankage yard: 4.57 metres (15 feet)
 - (h) Maximum lot coverage: 35%
 - (i) Maximum building height: 9.14 metres (30 feet)

3.5.2 No subdivision approval or municipal development permit shall be granted for any designated “townhouse” development except in accordance with the following provisions:

- (a) Minimum lot frontage: 6.10 metres (20 feet) per dwelling unit
- (b) Minimum lot area: 185.8 square metres (2,000 square feet) per dwelling unit
- (c) Minimum front yard: 4.57 metres (15 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 2.44 metres (8 feet) per block, 0 on common boundary between units
- (f) Minimum flankage yard: 4.57 metres (15 feet)
- (g) Maximum lot coverage: 35%
- (h) Maximum building height: 9.14 metres (30 feet)
- (i) Maximum driveway width: 3.65 metres (12 feet)
- (j) each dwelling shall be served with a hard surface driveway that extends from the street curb cut to the front facade of the building and a parking space for an automobile in the dwelling (i.e. garage) measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length.
- (k) the development conforms with the architectural design criteria for townhouses under Schedule H.
- (l) Access easement shall be required for internal units in each block.

3.5.3 No subdivision approval or municipal development permit shall be granted for any designated “multiple” development except in accordance with the following provisions:

- (a) Minimum lot frontage: 30.48 metres (100 feet)
18.28 metres (60 feet) on a curve
- (b) Minimum lot area: 929 square metres (10,000 square feet)
- (c) Minimum front yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
- (d) Minimum flankage yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
- (e) Maximum lot coverage: 35%
- (f) buildings shall conform with the height restrictions shown on Schedule K. Where a building is not anticipated by the Schedules, the height shall not exceed six habitable storeys above grade facing the street.

- (g) the minimum rear or side yard shall be the greater of 6.10 metres (20 feet) or one half the height of the building; and
- (h) underground parking shall be provided to satisfy a minimum of fifty percent (50)% of the parking requirements of the Land Use By-law. Where the number of units in a building exceeds 48, this requirement may be met through the construction of a parking structure.
- (i) the development conforms with the architectural design criteria under Schedule H.

3.5.4 No subdivision approval or municipal development permit shall be granted for any designated "lifestyle community" development except in accordance with the following provisions:

- (a) Minimum lot frontage: 30.48 metres (100 feet)
18.28 metres (60 feet) on a curve
- (b) Minimum lot area: 929 square metres (10,000 square feet)
- (c) Minimum front yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
- (d) Minimum flankage yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
- (e) Minimum rear or side yard 6.10 metres (20 feet) or one half the height of the building, whichever is greater
- (f) Maximum lot coverage: 35%
- (g) buildings shall not exceed six habitable storeys above grade facing the street.
- (h) townhouses, multi unit buildings, assisted living and residential care shall conform with the architectural design criteria under Schedule H. Notwithstanding 3.55 a) through g) singles and townhouses shall meet the requirements of 3.5.1. and 3.5.2. where applicable. Semi detached shall meet the appropriate requirements of the R-2 Zone of the R-2 (Two -Family Dwelling) Zone of the Land Use By-law for Halifax Mainland where applicable.
- (i) Multiple buildings shall be permitted on any lot in any "lifestyle community" development.
- (j) Notwithstanding Schedule G and K, the subdivision of lots shall require frontage on a public street.

Encroachments

3.5.5 The Developer Officer may approve unenclosed structures attached to a main building such as verandas, decks, porches, steps and mobility disabled ramps to be located within the minimum front, side and rear yards provided the provisions of the Land Use Bylaw for Mainland Halifax as amended from time to time for such structures as adhered to. In addition to the provision of the Land Use Bylaw for Halifax Mainland, the following encroachments may be approved for the Lands:

Structural Element	Location	Maximum Encroachment
fire place inserts	any yard	0.61 metres (2.0 feet)
window bays	front, side and rear yards	0.61 metres (2 feet)
Open, roofed porches not exceeding 1 storey in height	front and rear yards	1.22 metres (4 feet). 3 metres (10 feet) in a rear yard.
Mobility disabled access ramps	any yard	No setback required
attached garage (not including habitable space)	side yard	0.61 metres (2 feet) except for townhouses

General Provisions

- 3.5.6 Unless other wise stated by this agreement, the Lands shall conform with the provisions and requirements of Schedule N.

Tree Planting

- 3.5.7 The Developer shall plant a minimum of one (1) tree on each lot designated for single, semi-detached or townhouse dwelling unit and two (2) trees for every lot designated for a single unit dwelling which is greater than or equal to 15.24 metres (50 feet) in width. Each tree shall be a type which is indigenous to Nova Scotia with a minimum height of 1.52 metres (5 feet) and a minimum diameter of 5 centimeters (1.96 inches). The location of the tree shall not interfere with services. The Development Officer may vary or waive the standard where it is determined that placement of tree(s) are not possible. No Occupancy Permit shall be granted unless this requirement has been satisfied or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and twenty percent (120%) of the estimated cost of planting the required tree or trees as the case may be.

3.6 BUILDING AND SITE LIGHTING

- 3.6.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.6.2 Lighting fixtures for all commercial and multiple unit developments shall be fully shielded except as identified in Schedule I.

- 3.6.3 The Developer shall prepare an exterior lighting plan for any multiple unit, assisted living facilities or institutional building, and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
 - (b) Description of the illuminating devices, fixtures, lamps, supports and other devices. This description may include, but is not limited to, manufacturers' catalog cuts and drawings including sections where required;
 - (c) The lighting plan and description shall be sufficient to ensure compliance with the requirements of this section of the agreement. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab;
 - (d) The lighting plan and all lighting fixtures shall comply with Schedule I Lighting Guidelines;
 - (e) Should the Developer desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause;
 - (f) The lighting plan shall include certification from a qualified person that the lighting design meet the requirements of this Agreement; and
 - (g) Prior to Occupancy Permits being issued the Developer shall provide to the Development Officer a letter from a qualified person that the installation of lighting meets the requirements of this Agreement;

3.7 PARK DEDICATION

- 3.7.1 The Park Dedication shall include the identified land, site improvements (as described by this agreement), site preparation (grading, topsoil, and sod) and site development.
- 3.7.2 Park Dedication through the land acquisition shall conform with the classification, location and dimensions illustrated on Schedules B which complies with the overall Park Dedication for the Wentworth / Bedford South Master Plan area. The Development Officer may permit minor changes to the location and dimensions of parkland provided it is consistent with the intent of this agreement. The land is to be considered a Primary Service and meet the definition of useable under the Subdivision By-law.
- 3.7.3 Site Preparation and Site Development, design and construction shall be approved by the Development Officer prior to Final Subdivision approval. The Site Preparation shall be a Secondary Service and shall be 110% bonded if not complete at the time of land acquisition. All construction shall meet the design, construction, and approval requirements of the Municipality.

- 3.7.4 Site Preparation for the Community Park on Road D, as shown on Schedule B, shall be at the expense of the Developer and shall be finished with 150mm topsoil and sod or approved equivalent. For the purposes of this clause, site preparation shall be for a 10,000 square foot area. The design of the park shall be subject to the approval of Parkland Planning.
- 3.7.5 The Municipality agrees that fulfillment of the requirements of Clauses 3.7.1 through 3.7.5 of this Agreement shall be deemed to satisfy all park dedication requirements of the Subdivision By-law for any subdivision approvals sought for the Lands.

3.8 WATERCOURSE PROTECTION

- 3.8.1 Watercourse setbacks shall be determined by Clause 11 of Schedule N.
- 3.8.2 Except as required for safety reasons or to allow for the installation of a municipal service systems or to allow for the construction of a park facility such as a trail, no lands shall be disturbed within the required setback from a watercourse unless a management plan has been prepared by a qualified consultant and submitted to the Community Council for approval. The plan shall be submitted to the Waters Advisory Board for recommendation for approval prior to the Community Council making a decision.

3.9 NON-DISTURBANCE AREAS

- 3.9.1 The Developer agrees that non-disturbance areas as shown on Schedule F shall be identified on all survey plans for private lands and submitted to the Municipality. Further, the plan shall identify all watercourse setbacks required under clause 3.8.1 and all wetlands greater than or equal to 2000 square metres, as defined by Nova Scotia Environment. Further, no development, tree cutting or grade alteration shall be permitted within any non-disturbance area on private lands except where approved in writing by the Development Officer under one of the following circumstances:
- (a) To install municipal service systems. In these cases, the location, size and extent of the disturbance shall be identified on a plan prepared and endorsed by a qualified professional which shall identify measures to minimize disturbance within the non-disturbance area to the satisfaction of the Development Officer.
 - (b) To remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for the removal of such a tree, the Development Officer shall have the discretion to require that the landowner engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent credentials to certify in writing that the tree poses a danger to people or property or is in severe decline. If trees are removed or tree habitat damaged beyond repair, with the

exception of those to be removed in accordance with Section 3.9.1, the Developer shall replace each tree with a new tree of 1½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer; or

- (c) To remove fallen timber and dead debris where a fire or safety risk is present. The Development Officer may require verification in writing by a qualified professional (i.e., Arborist, Forester or Forestry Technician, Landscape Architect) prior to granting approval under this clause.

3.9.2 Where a non-disturbance area is established over lots intended for development, the area shall be shown on a plan of subdivision and a lot grading plan for each individual property as a non-disturbance area with a note on the plan that no vegetation or soils are to be removed or altered unless undertaken in accordance with a management plan approved pursuant to the requirements of this Agreement.

3.10 LANDSCAPING

3.10.1 Any municipal development permit submitted for a multiple unit building, assisted living facility, lifestyle community or institutional development pursuant to the provisions of Section 3.5 of this Agreement shall include a landscaping plan, prepared by a Professional Landscape Architect in good standing, which illustrates:

- (a) landscaping to be introduced to all areas disturbed during construction;
- (b) natural vegetation, landscaping or screening is to be employed around parking areas and measures are to allow for safe and convenient pedestrian access to public entrances of buildings;
- (c) walkways extending from the entrances of buildings to a public sidewalk in front of the building and to any public trail system abutting the property; and
- (d) the applicable requirements of Schedule H.

3.10.2 No Occupancy Permit shall be granted unless a Professional Landscape Architect certifies that the landscaping has been undertaken in accordance with the landscaping plan submitted for approval, as required by Section 3.10.1, or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and twenty percent (120%) of the estimated cost of completing the landscaping plan.

3.11 TEMPORARY DEVELOPMENTS

3.11.1 A maximum of one ground sign shall be permitted at each street entrance to the Lands and at the street entrance to any Phase to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer. The maximum height of any such sign inclusive of support structures shall not exceed 3.05 metres (10 feet)

and the face area of any sign shall not exceed 4.65 square metres (50 square feet). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. Any sign erected pursuant to this provision shall be removed within six (6) months of the date of the final occupancy permit being issued pursuant to the provisions of this Agreement. This section shall not preclude the construction of decorative permanent entrance gates.

- 3.11.2 A sales office may be located on the Lands provided that the location has been approved by the Development Officer. The sales office shall be closed or removed from the Lands within six (6) months of the final occupancy permit being issued pursuant to the provisions of this Agreement. Siting of a sales office shall be as per section 3.5.1 of this agreement. Any signs associated with the sales office shall not exceed 9.29 square metres (100 square feet). Temporary sales signs shall be permitted to denote specific phases and or buildings. Such signs shall be permitted for a period of one year from time of placement and may be renewed at the discretion of the Development Officer for up to two additional one year time periods. All signs shall be removed at the end of the permitted time period or any extension permitted by this agreement. Temporary signs shall not exceed 9.29 square metres (100 square feet).

3.12 CIVIC ADDRESSING

- 3.12.1 Street Naming and Addressing shall meet the requirements of By-law C-300 respecting civic addressing and the HRM Civic Addressing Policy.
- 3.12.2 The driveway for Seniors Lifestyle Community as identified on Schedule B shall be signed as a private driveway and all units in this complex shall be addressed off the private driveway.

3.13 MAINTENANCE

- 3.13.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways.

PART 4 STREETS AND MUNICIPAL SERVICES

4.1 General

- 4.1.1 All construction shall satisfy Municipal Service Systems Design Guidelines (MSS) and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

- 4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer.
- 4.2.2 Nothing in this Agreement shall preclude the Developer from storing or removing rocks, soils or grubbing materials from other development phases established under the Secondary Planning Strategy, provided that all permission has been granted by the Development Engineer and all required municipal and provincial approvals have been obtained.

4.3 Streets

- 4.3.1 Unless otherwise acceptable to the Municipality, streets, shall generally conform with the locations and alignments illustrated on Schedule B. The number and locations of sidewalks shall conform with Municipal Service System Specifications.
- 4.3.1A The Developer shall provide and construct (or provide performance security) a road reserve from the intersection of Road D to the property line of PID#00288506, as generally shown on Schedule B or an alternate alignment of the road reserve that meets the requirement of the Development Officer and ensures reasonable access to the property identified as PID#00288506 from the proposed road network, as generally shown on Schedule B-1. The Development Officer may waive this requirement if all of the following conditions are fulfilled, a) a letter is submitted from the property owner of PID#00288506 indicating that the proposed reserve is not required by the property owner; and b) an alternate road network which provides a reasonable connection of Transom Drive to Starboard Drive is proposed by the owner of PID#00288506 and accepted by the Development Officer. Bonding or construction of the road reserve shall take place at the time of the development of adjacent roads within the Lands. The road reserve shall meet the requirements of the Municipal Servicing Specifications and any performance security to cover the cost of the road reserve shall take place in accordance with the HRM Regional Subdivision By-Law.
- 4.3.2 All roads internal to the development shall include turning lanes and, or other transportation infrastructure as required. The Developer shall provide a statement by a Professional Engineer outlining upgrades required as a result of the full build out of the Lands.
- 4.3.3 All private driveways shall be constructed with roll over curbs and be capable of supporting emergency vehicles and their navigation. Where a driveway is to serve more than one building, a note shall be placed on the subdivision plan that the Municipality does not own or maintain the private driveway.
- 4.3.4 Starboard Drive shall be constructed with a minimum right-of-way width of 60 feet (18m) with additional width for turning lanes.

- 4.3.5 Driveways may be considered as shown on the plans subject to a review of the Development Engineer, and all applicable By-laws.

4.4 Water Distribution System

- 4.4.1 The water distribution system shall conform with the Halifax Water Design and Construction Specifications and, unless otherwise required by Halifax Water, the water distribution system shall conform with the Birch Cove North / Bedford South Capital Cost Contribution Analysis, prepared by Terrain Group with supplemental information by CBCL Ltd. and Schedule E. Further, where the water system crosses private land, appropriate easements shall be provided to Halifax Water.

4.5 Sanitary Sewer System and Storm Drainage System

- 4.5.1 The sanitary sewer system and the storm drainage system shall conform with the MSS and Schedule C and D, unless otherwise acceptable to the Development Engineer.
- 4.5.2 The total lands subject to this agreement shall not exceed an overall density of twenty (20) persons per acre. Further this allocation is identified in Schedule J of this agreement and the allocation of units may be varied as permitted by this agreement provided the overall density of twenty (20) persons per acre for the entire SPS is not exceeded. Where density is being transferred from other neighbourhoods within the SPS, a letter authorizing the transfer shall be provided to the Development Officer from the company which controls any unused density.
- 4.5.3 In accordance with subsections 4.5.1 to 4.5.2, the Developer shall with each application for subdivision, submit to the Municipality a summary of the total number of lots approved to date, by category, and the number of persons per acre as illustrated in Schedule J. This shall also show any outstanding applications for which approvals have not been granted.
- 4.5.4 The maximum population per acre may be increased by transferring density which has not been allocated or constructed in other residential neighbourhoods and commercial areas provided Sections 4.5.2, 4.5.3 have been met.
- 4.5.5 Changes to the phasing or transfer of density shall be subject to a review of the impact on infrastructure charges. Any change which will have a negative impact may be declined by the Municipality.
- 4.5.6 (a) For the purposes of calculating sewer allocation, the following conversion factors shall be used:

Land Use Type	Equivalent per Unit
Single unit, semi-detached townhouse	3.35 persons per unit
Multiple	2.25 persons per unit
Lifestyle Community	Multiple Unit Building - 2 persons per unit Assisted Living Building - 1 persons per unit Townhouse - 2 persons per unit
Other	As approved by the Development Engineer

- (b) The table in 4.5.6 (a) shall be only used for the allocation of sewer capacity and shall not be used for other purposes including the calculation of Infrastructure Costs under the Regional Subdivision By-law.
- 4.5.7 A qualified consultant shall provide professional certification that the storm drainage system conforms with the recommendations of the Master and Detailed Stormwater Management Plan and Schedule D, unless otherwise acceptable to the Development Officer .
- 4.5.8 Where mitigative measures are proposed along a watercourse, no mitigative measure shall be located in a location which would negatively impact the 1 in 100 year floodplain for the watercourse. All stormwater plans shall indicate the 1 in 100 year floodplains as determined by a qualified professional.
- 4.5.9 No subdivision approvals shall be granted under this Agreement unless the Development Engineer is satisfied that there is sufficient capacity remaining in the downstream sanitary sewer system directly affected by the Wentworth / Bedford South Development area.
- 4.5.10 The Developer agrees to maintain all public stormwater treatment units proposed for the storm sewer system for a minimum of three (3) years from the date of receiving acceptance of primary services for the development phase in which the stormwater treatment units are located.
- 4.5.11 Roof leaders (downspouts) for residential properties shall not directly connect to the Municipal storm drainage system.
- 4.5.12 Storm drainage systems shall include Best Management Practices as indicated in the Storm Water Management Plan to minimize storm flows and provide treatment of stormwater. Further these systems may include bioretention facilities as a component and shall be shown on individual storm water management plans for each lot. For the

purposes of this clause bioretention may include but not be limited to rain gardens (bioretention cell), filter strips, vegetated swales and other similar facilities.

4.6 Solid Waste Facilities

For all land uses (except single unit, two unit and townhouses), the buildings shall include a designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer. This solid waste storage area shall be screened from public view by means of opaque fencing or masonry walls with suitable landscaping.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Erosion and Sedimentation Control Plans

5.1.1 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan for all development on the Lands. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented.

5.1.2 The Developer agrees to undertake all construction activities in accordance with the erosion and sedimentation control plan, unless otherwise directed by the Nova Scotia Environment and also agrees to assume sole responsibility for compliance with all environmental regulations of the Nova Scotia Environment. Nova Scotia Environment may direct the Developer and/or the Developer's agents to remedy any and all environmental problems that may result from development of the Lands. The developer shall be responsible for all costs in this regard;

5.2 Subdivision and Lot Grading Plans

5.2.1 Any Subdivision Grading Plan submitted for subdivision approval shall be certified by a qualified professional that the plan conforms with the recommendations of the Master Stormwater Management Plan;

5.2.2 Any non-disturbance area established pursuant to Section 3.9 of this Agreement shall be shown on any lot grading plan submitted pursuant to the requirements of the Municipality's Lot Grading and Drainage By-law.

5.2.3 The Developer shall prepare lot grading plans which comply with the Subdivision Grading Plan. Modifications to the site grading and proposed finished elevations may be

approved by the Development Engineer. The Developer shall provide written confirmation of compliance that the lot has been graded in accordance with the lot grading plan and, where it has been determined that any lot grading has not been properly carried out, remedial or corrective measures shall be carried out by the Developer at its cost.

- 5.2.4 No occupancy permit shall be granted unless the requirements of Section 5.2.3 have been satisfied or a security deposit for the completion of the work has been provided in accordance with the requirements of Part 6 of the Municipality's Lot Grading and Drainage By-law

PART 6: AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Halifax Regional Municipality Charter.

6.2 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of the Council:

- (a) The granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement;
- (b) The granting of an extension to the length of time for the completion of the development as identified in Section 8.4 of this Agreement;
- (c) amendments to the Schedules C, D, E, F, G, H, I, M, and N of this Agreement which comply with the applicable policies of the Wentworth Secondary Planning Strategy;
- (d) signage.
- (e) definitions identified in Part 2 of this agreement.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without

obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.

7.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer fourteen days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) Where trees or other vegetation are removed in contravention to the requirements of section 3.9 of this Agreement, the Development Officer may direct that a site rehabilitation plan be prepared with measures including but not limited to, the replanting of trees or vegetation of a similar size, age, and appearance within the disturbed area. The property owner shall pay all expenses associated with preparing and undertaking the plan and shall submit the plan to the Waters Advisory Board for a recommendation of approval and to the Community Council for approval before work being undertaken;
- (b) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (c) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Development Agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;
- (d) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and
- (e) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

PART 8: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**8.1 Registration**

A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

8.2 Subsequent Owners

8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which is the subject of this Agreement until this Agreement is discharged by the Council.

8.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

8.3 Commencement of Development

8.3.1 In the event that development of the Lands has not commenced within five years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 For the purposes of this section, commencement shall mean approval of Final Subdivision of the first phase of the Lands.

8.4 Completion of development

Upon the completion of the development or portions thereof, or within/after fifteen years from the date of registration of this Agreement with the Registry of Deeds or Land Registry Office, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; and
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Planning Mainland Halifax, as may be amended from time to time.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

) <u>CRESKO HOLDINGS LIMITED</u>
)
)
per: _____)per: _____
)
)
per: _____)per: _____

**Sealed, Delivered and Attested
by the proper signing officers of
Halifax Regional Municipality
duly authorized on that behalf
in the presence of:**

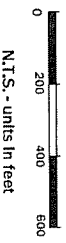
) HALIFAX REGIONAL MUNICIPALITY
)
)
)
)
per: _____)per: _____
) MAYOR
)
per: _____)per: _____
	MUNICIPAL CLERK



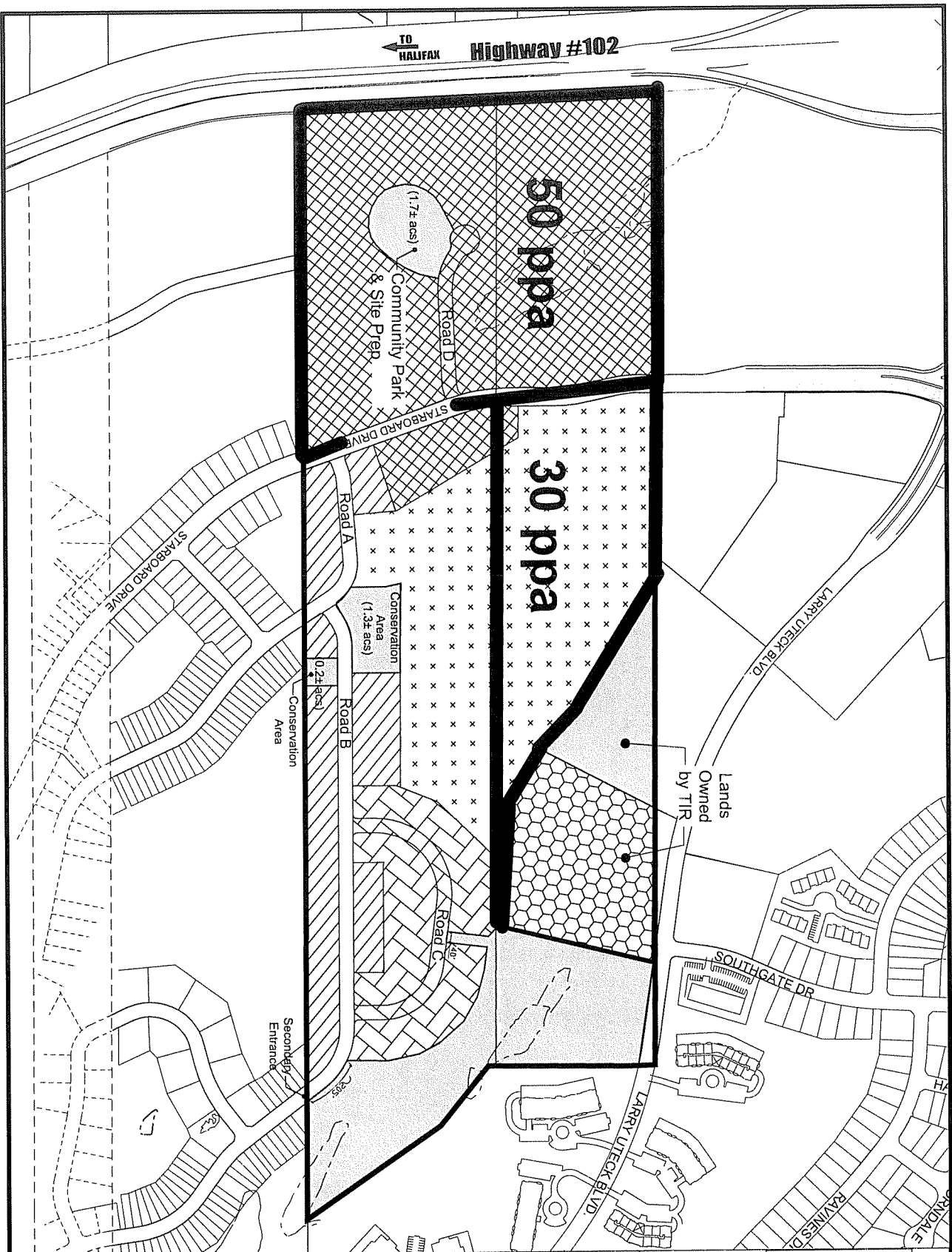
Schedule A

the
Ravines
OF REDFORD SOUTH

Development Area



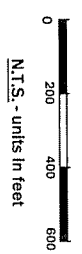
Development Area -
excluding TIR Lands
(96.5± acres)



Schedule B



Land Use Plan

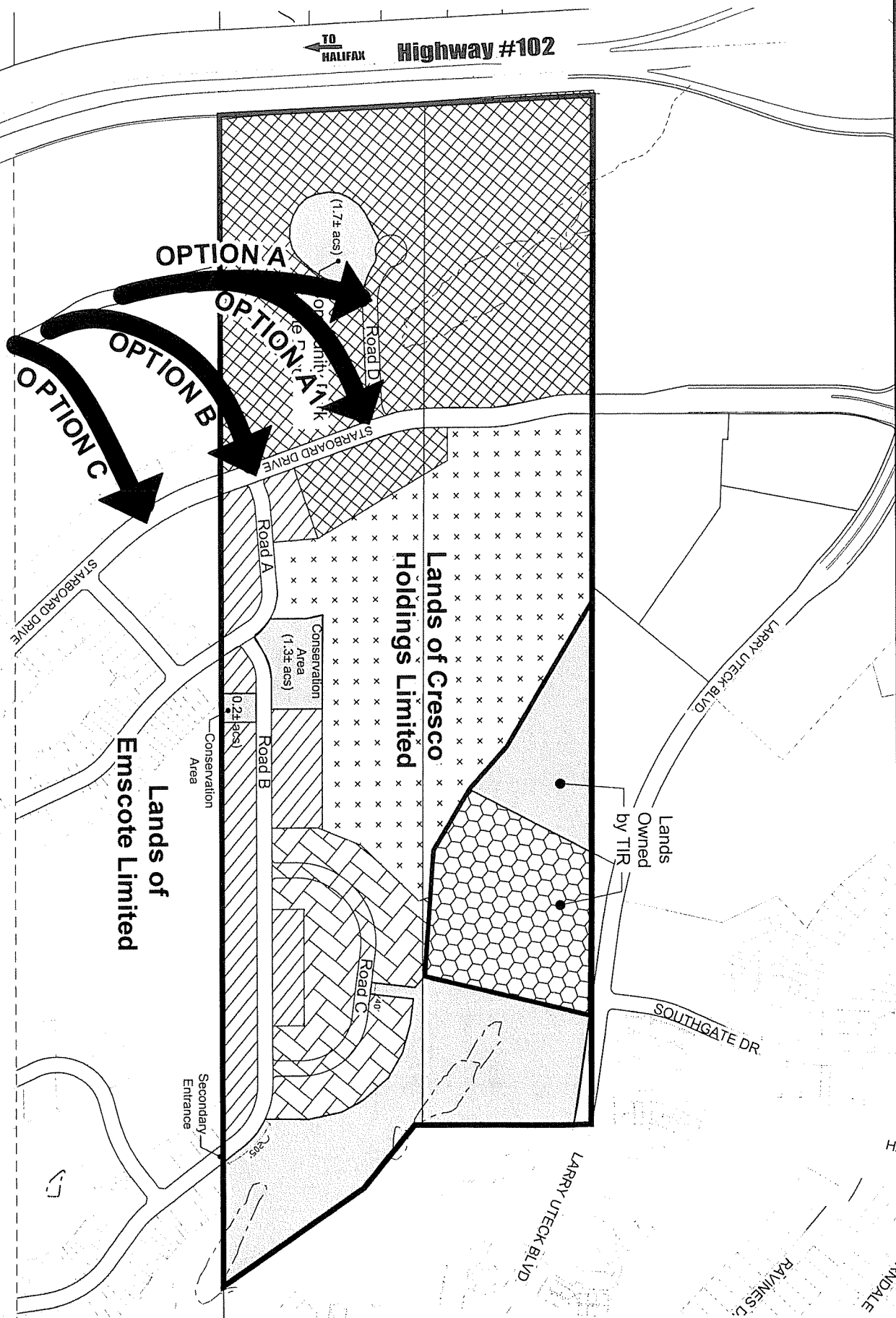


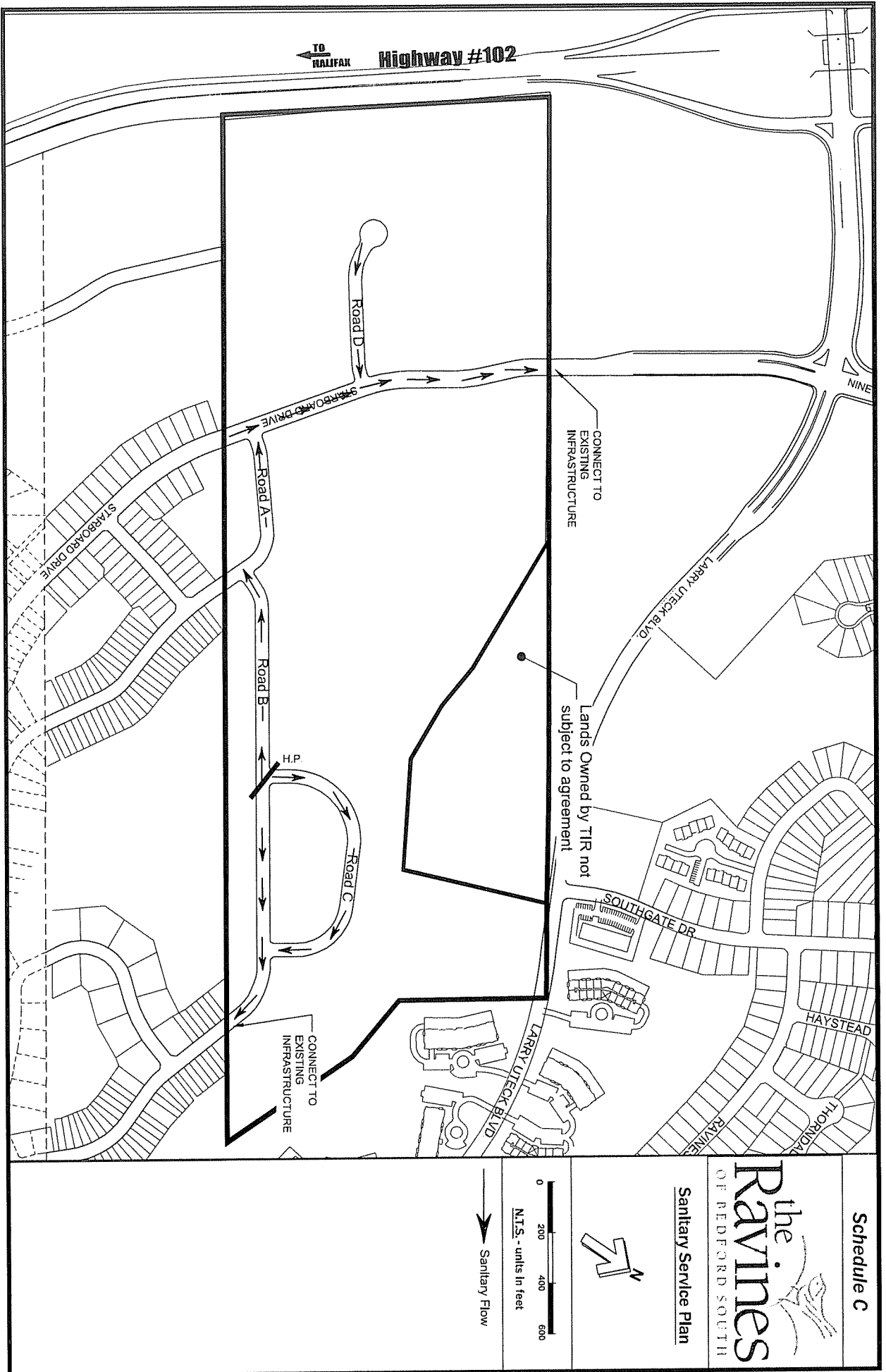
- SINGLES > 40'
- TOWNHOUSES / SINGLES
- LIFESTYLE COMMUNITY
- MULTIPLE
- INSTITUTIONAL
- PARKLAND (HRM)

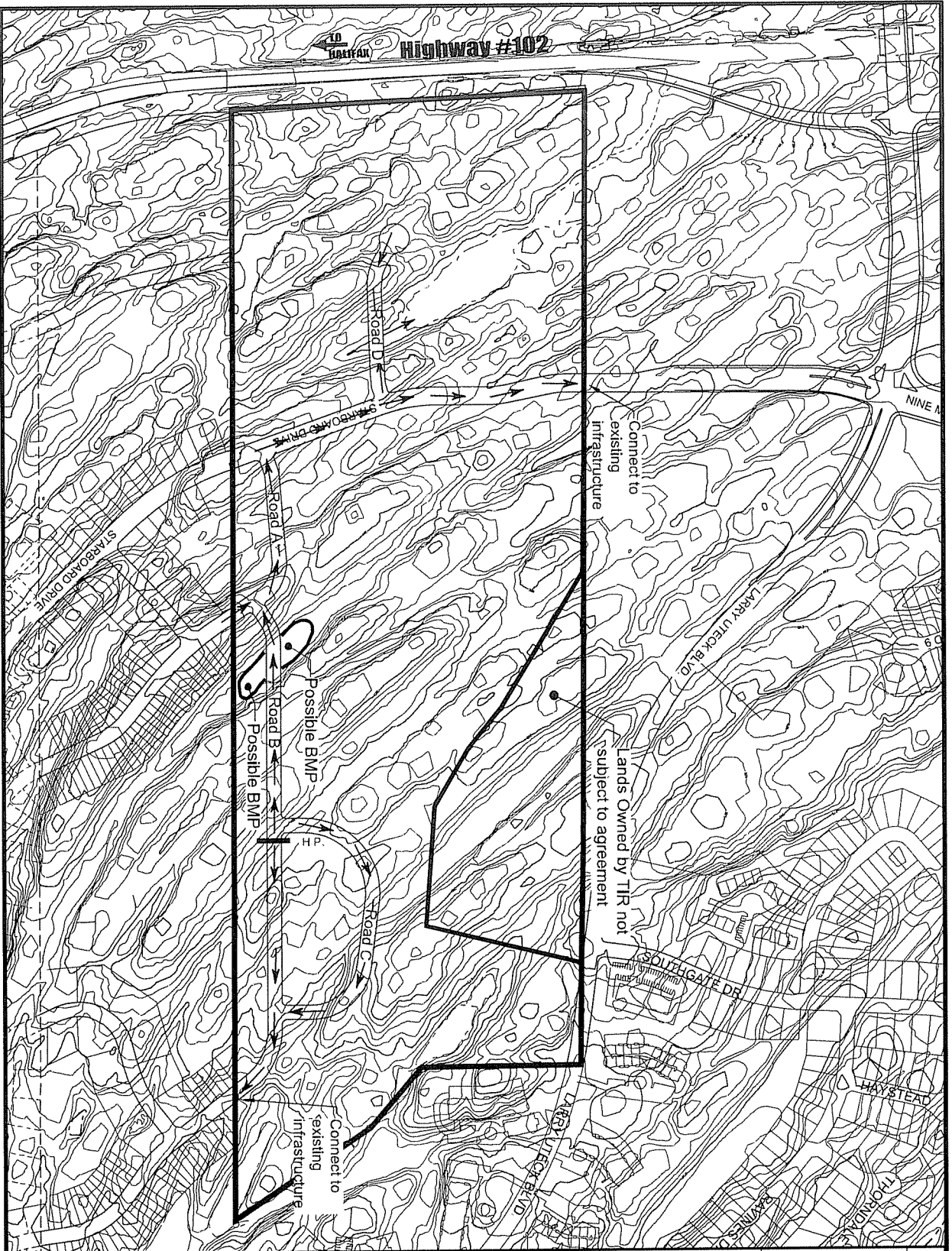
Note:
Final boundaries for the Community Park and the Institutional site to be finalized at time of subdivision.

Schedule B-1
Road Network Options

Royal Hemlocks (Existing)



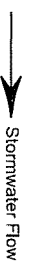
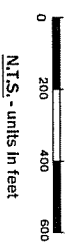


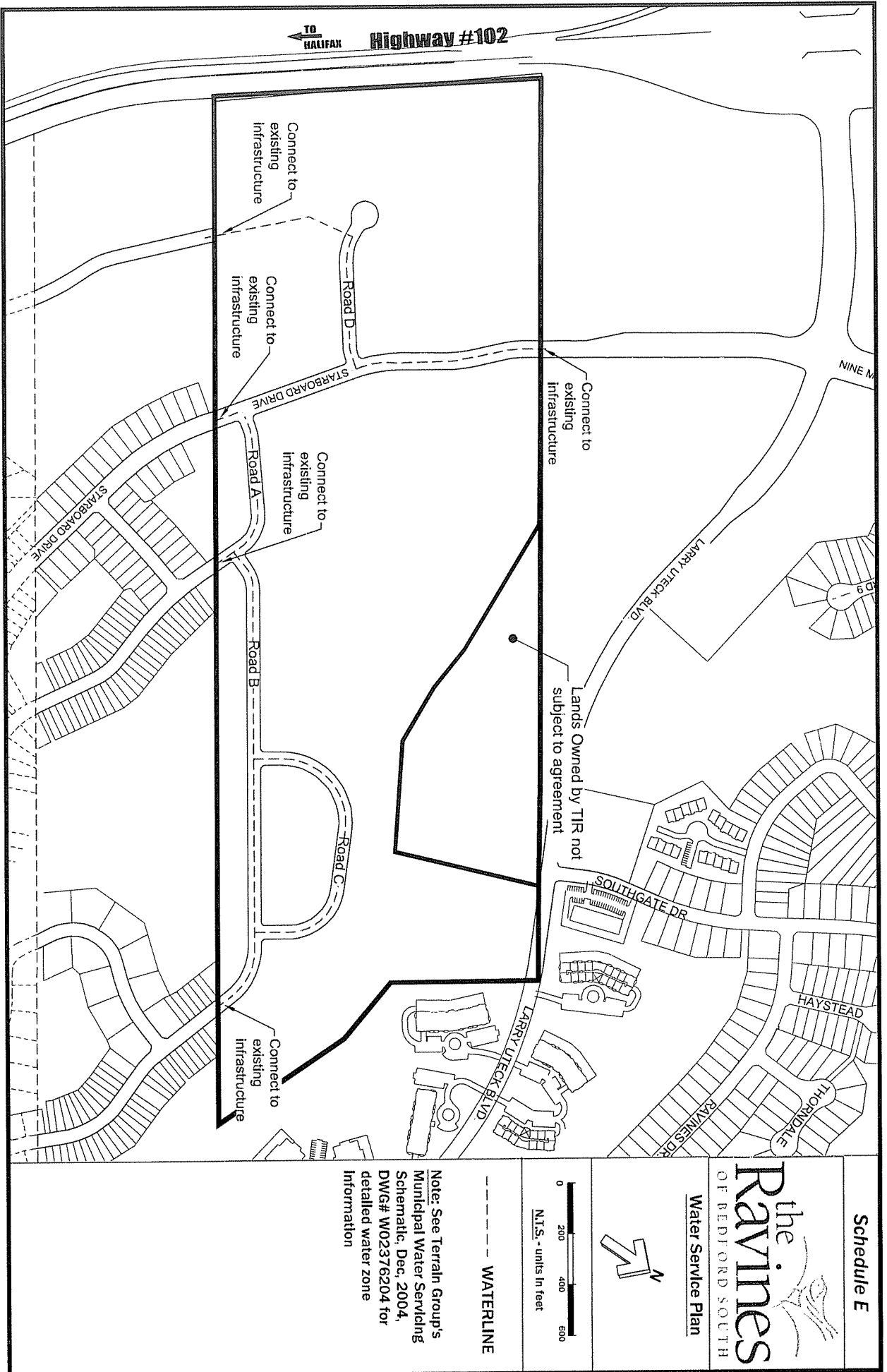


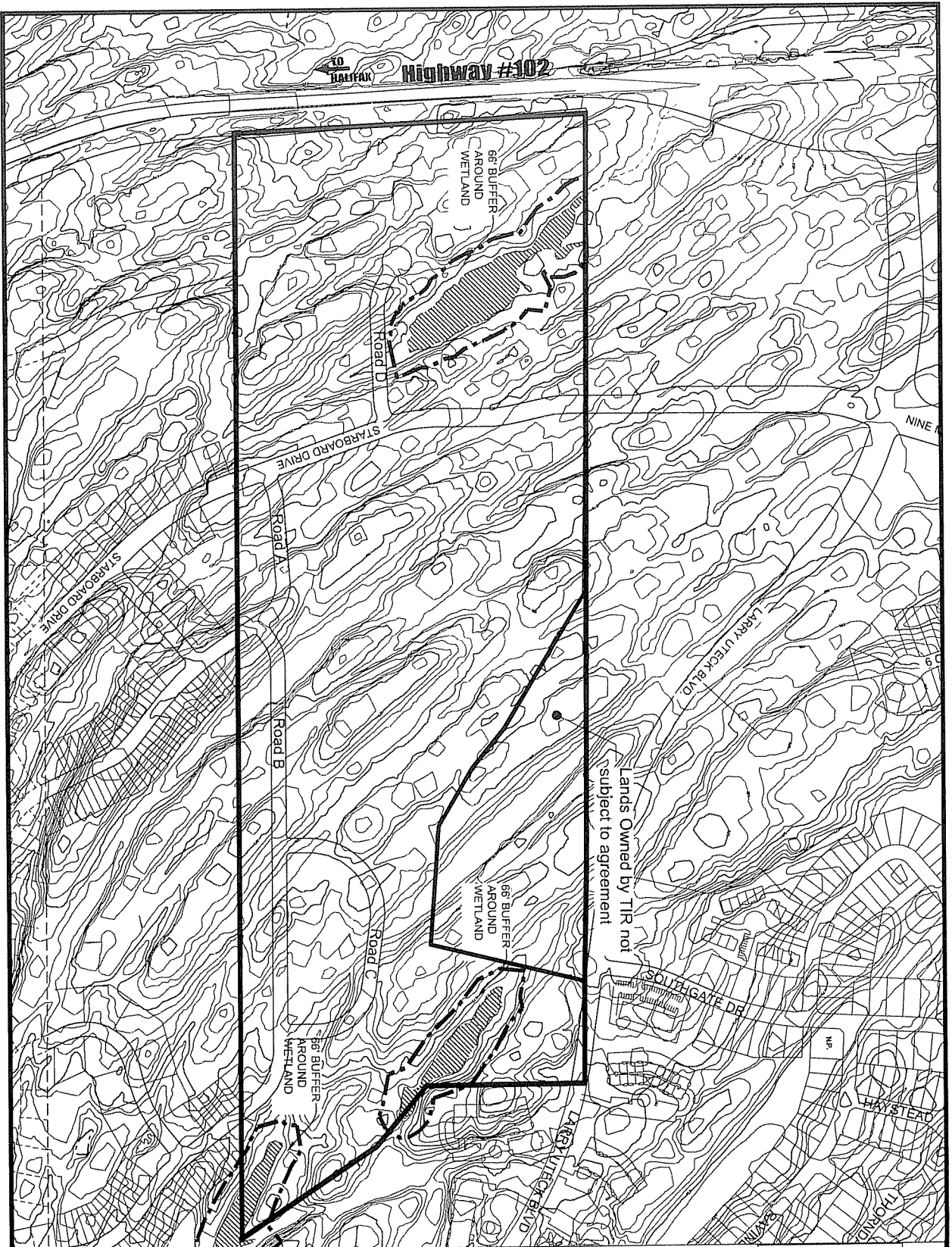
Schedule D

the
Ravines
OF REDFORD SOUTH

Stormwater
Servicing Plan







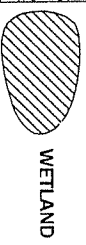
Schedule F

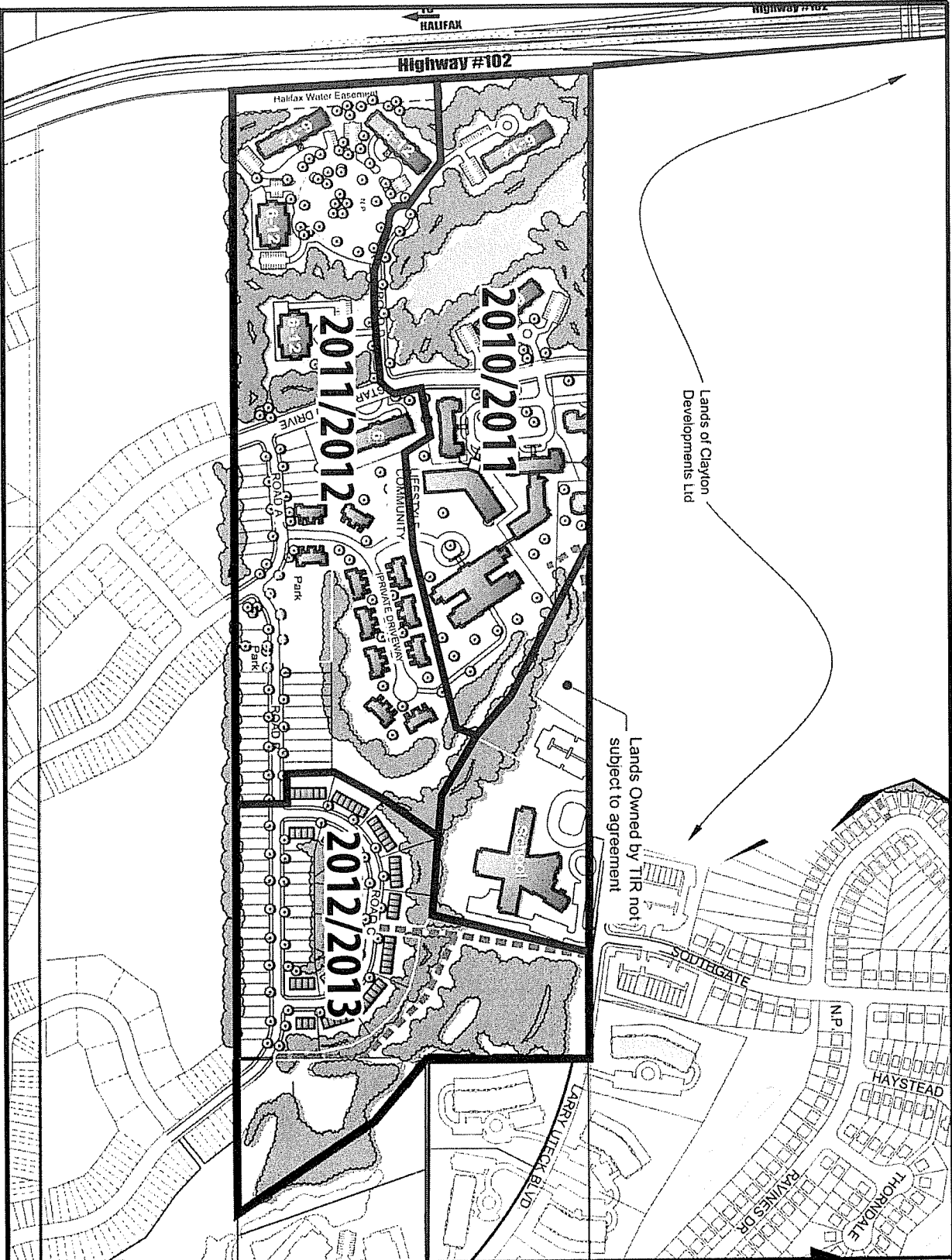
the
Ravines
OF BEDFORD SOUTH

Non-Disturbance Area



0 200 400 600
N.T.S. - units in feet





Schedule G


the Ravines
OF REDFORD SOUTH

Phasing Plan



Schedule H
Design Criteria

All townhouse developments shall conform with the following design criteria:

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued around the sides of the building.
- (c) Vinyl siding may be utilized to a maximum of forty percent (40%) on front elevations. Vinyl siding may be permitted along the side and rear of the units.
- (d) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping if located in side yard.
- (e) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
- (f) Any exposed lumber on the front facade of any townhouse shall be painted, stained or clad in metal or vinyl.
- (g) Any exposed foundation in excess of 1 metre (3.28 feet) in height shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent.
- (h) Buildings should be oriented with the main entrance facing a public street where possible.

Multiple unit building developments shall conform with the following design criteria:

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued around all sides.
- (c) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.
- (d) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building if location in the side or rear yard.
- (e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area, visible from a public road, shall be architecturally detailed or veneered with stone, brick or stucco.
- (f) Any exposed lumber on the exterior shall be painted, stained or clad in metal or vinyl.
- (g) Mechanical equipment shall be screened from view by a combination of architectural treatments, fencing and landscaping.

Schedule I Lighting Guidelines

1. Purpose

The intent of these guidelines are to establish lighting which is compatible with surrounding land uses.

2. Lighting Configuration

- (a) The mounting of light fixtures shall be governed by the following:
 - (i) Building mounted light fixtures shall be attached only to walls and the top of the fixture shall not be higher than the top of the parapet or roof, whichever is greater; and
 - (ii) Freestanding light fixtures shall not exceed eighteen (18) feet in height in any residentially designated area or within fifty (50) feet of any area intended for single family, semi-detached or townhouses; and
 - (iii) Freestanding light fixtures shall not exceed twenty-five (25) feet in height within fifty (50) to one hundred fifty (150) feet of any area intended for single family, semi-detached or townhouses; and
 - (iv) Freestanding light fixtures shall not exceed thirty (30) feet in all other locations; and
 - (v) For the purpose of this requirement, height shall be measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture.
- (b) Transitional lighting shall be incorporated in exterior areas going to and from the building(s) or use(s) within the site.
- (c) All exterior lighting shall be directed downward and away from adjoining property, with luminaries shielded to prevent unnecessary glare.
- (d) Any exterior lighting device (luminaire) designed for security lighting shall be protected by weather and vandal-resistant covering, a managed light source, directed down, to minimize glare and intrusiveness.

3. Definitions.

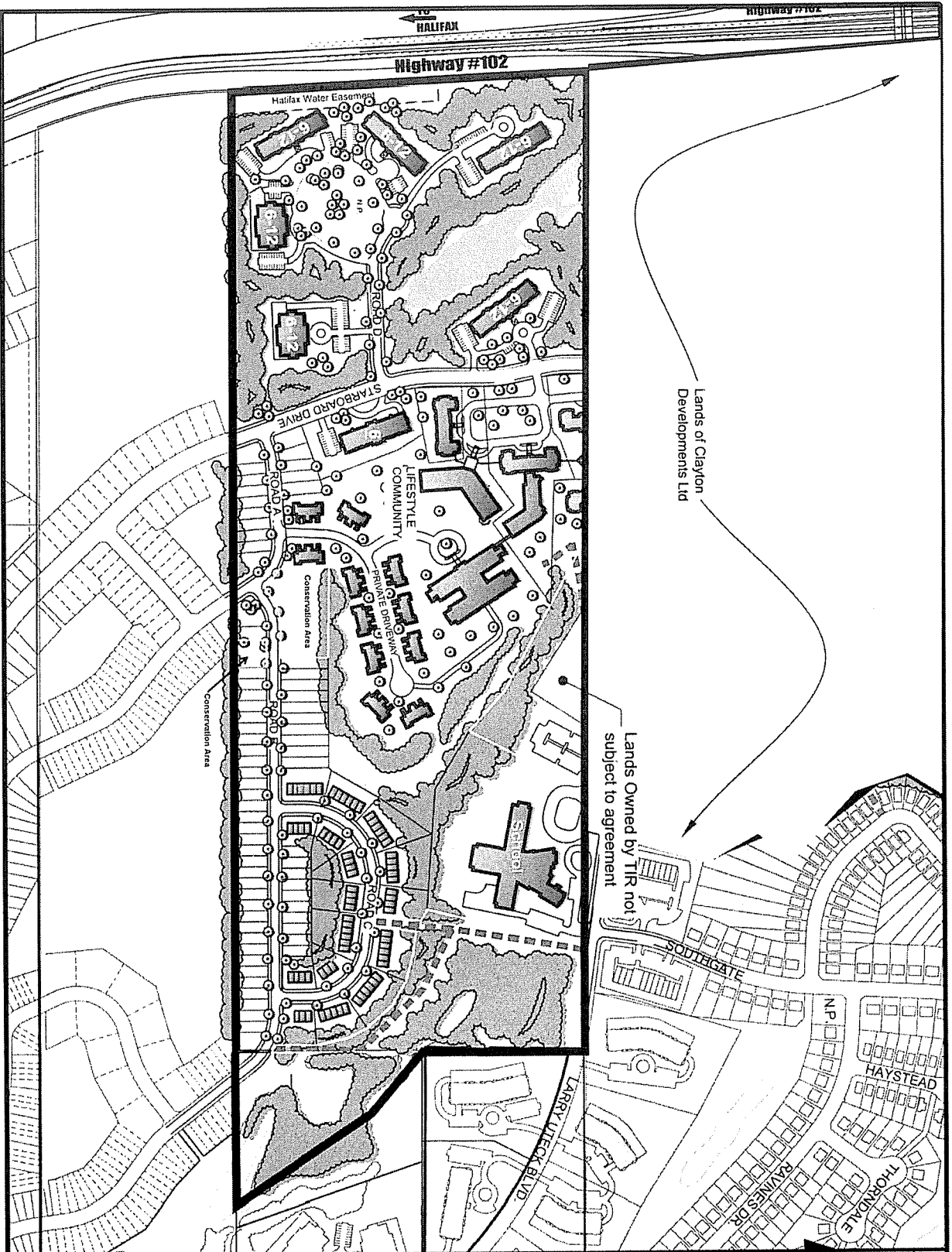
- (a) Outdoor light fixtures shall mean outdoor artificial illuminating devices, outdoor fixtures, lamps and other devices, permanent or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot or flood lights for:
- (1) Buildings and structures, including canopies and overhangs;
 - (2) Parking lot lighting;
 - (3) Landscape lighting;
 - (4) Billboards and signs;
 - (5) Display and service areas.
- (b) Fully shielded shall mean fixtures that are shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

4. Restrictions.

- (a) Outdoor building, landscaping and signs. The unshielded outdoor illumination of any building or landscaping is prohibited except with incandescent fixtures with lamps of one hundred (100) watts or less (or equivalent illumination level). Lighting fixtures used to illuminate an outdoor advertising sign shall be mounted on the top of the sign structure and shall comply with the shielding requirements.
- (b) Construction and emergency lighting. Lighting necessary for construction or emergencies is exempt from the provisions of these guidelines, provided said lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating said lighting.

**Schedule J
Density Chart**

Cresco Lands		
Bedford South, Density and Population Projections		
May-08		
Total Acreage	144	
Max Population	2880	(20 people per acre)
	People	Units
Neighbourhood 'B'	1079	468
(Approved in 2006)		
Life-Style Village		
Seniors Residents	503	275
East of Starboard Dr.		
Singles (40')	238	71
Townhouses (22'wide)	261	78
Multiple	90	40
	589	189
Institutional Site (8 acs)	50	
West of Starboard Dr. (Multiple)	659	293
Totals	2880	1225



Schedule K

the
Ravines
OF BEDFORD SOUTH






Conceptual Master Plan



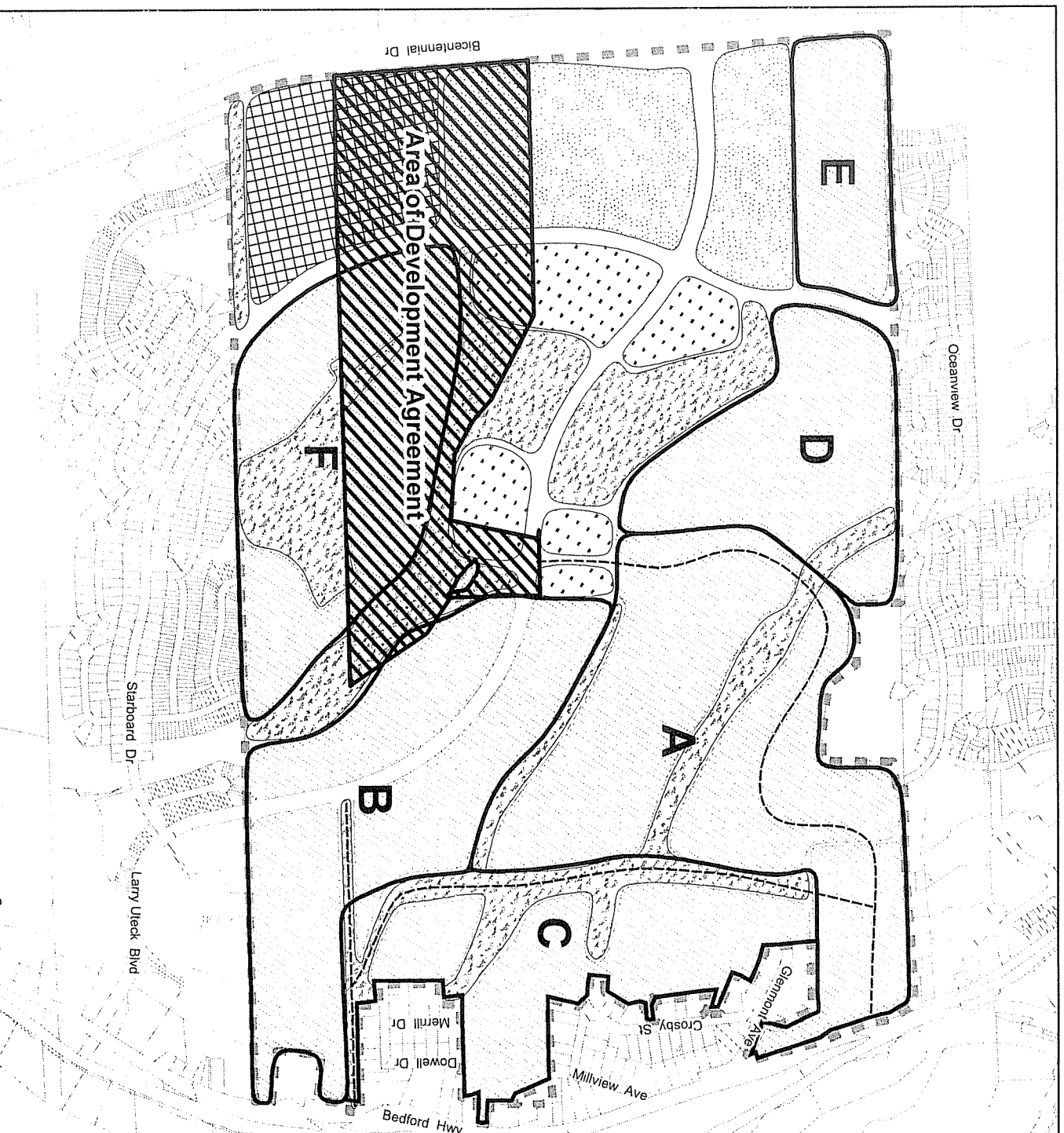
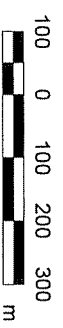
Schedule L

Community Concept Plan Land Use Designation

Proposed Land Use

-  Residential Neighbourhoods
-  General Commercial
-  Community Commercial / Institutional
-  Mixed Use / Business Campus
-  Park / Open Space (Major Areas)

Note: Neighbourhood Parks to be confirmed by Development Agreement.



April 21, 2009

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Schedule M
Requirements for Institutional Uses

No development permit shall be issued for an Institutional Use except for one or more of the following uses:

- a) churches;
- b) schools;
- c) libraries;
- d) public buildings;
- e) private recreational facilities and clubs;
- f) open space and park uses
- g) daycare facilities/nursery schools/ early learning centres;
- h) any uses accessory to the foregoing uses.

DEVELOPMENT REQUIREMENTS

No development permit shall be issued except in conformity with the following requirements:

Minimum Lot Area	10,000 sq. ft
Minimum Lot Frontage	100 ft.
Minimum Front Yard	Local Street 20 ft; Collector or Arterial 30 ft.
Minimum Rear Yard	20 ft.
Minimum Side Yard	8 ft., or half the height of the building, whichever is greater
Flankage Yard	Local Street 20 ft; Collector or Arterial 30 ft.
Maximum Height of Building	50 ft.
Lot Coverage	35%

Schedule N
General Requirements

GENERAL PROVISIONS: USES

1. Temporary Commercial Uses Permitted

Nothing in this By-law shall prevent the use of land or the erection of a temporary building or structure including a sales or rental office incidental to construction in progress until such construction has been finished or discontinued for a period of thirty days and provided that such temporary structures or buildings are located on an approved building lot and meet the required setbacks; or the temporary use of land for such purpose as fairs, festivals, the display of artwork and crafts, or artistic performances provided that such remain in place no longer than five (5) days. Mobile vendors and canteens are permitted in all areas except Residential Areas in conjunction with a special event including but not limited to, recreational events, civic events, community events, for a maximum period of four (4) days, per event. Any development permit issued for a special use under this section shall be in force for a maximum period of one (1) year from the date of issue and any permit may be reissued upon request, subject to review by the Development Officer.

2. Home Occupations

A home occupation shall be permitted in any dwelling in an area designated residential provided:

- a) it shall be conducted by the resident occupant in his or her residence;
- b) it shall be clearly accessory and incidental to the use of the dwelling as a residence;
- c) it shall be conducted within the enclosed living areas of the dwelling;
- d) no alterations shall be made which would change the physical character of the dwelling as a residence;
- e) no outside storage of any kind shall be associated with the home occupation;
- f) there shall be no exterior evidence of the conduct of a home occupation except for a business identification plate or sign of a maximum two (2) square feet in area which shall not be backlit;
- g) the maximum size of any home occupation (excluding daycares) shall be not more than 25% of the total floor area of the dwelling unit to a maximum of 500 square feet;
- h) one off-street parking space, other than those required for the dwelling, shall be provided for each 250 square feet of floor space occupied by the home occupation;
- i) it shall not be an objectionable use;
- j) no stock in trade, except articles produced by members of the immediate family residing in the dwelling shall be displayed or sold within the dwelling) and,
- k) the following are deemed not to be home occupations and are not permitted within the residential areas:
 - i) automotive repair shop
 - ii) autobody repair shop
 - iii) auto paint shop

- iv) machine shop
- v) welding
- vi) retail sales outlets, except articles produced by members of the immediate family in the dwelling;
- vii) restaurants
- viii) amusement centre
- ix) any use involving the care of animals
- l) the following shall apply to Bed and Breakfast/Guest Home establishments:
 - i) bed and breakfast/guest homes shall be permitted in single detached dwellings only.
 - ii) notwithstanding section 2 g), it shall occupy not more than three rooms as sleeping rooms for overnight guests.
 - iii) notwithstanding section 2 h), one off-street parking space, other than those required for the dwelling, shall be provided for each bedroom rented for overnight guests.

3. Day Care Facilities, Nursery Schools, Early Learning Centres, After School Care

Day care facilities, nursery schools, early learning centres, and after school care shall be permitted in any dwelling in any residentially designated area provided that:

- a) it shall be conducted by the resident occupants in their residence who may employ as well not more than two employees;
 - b) the maximum number of children in each facility shall not exceed 14;
 - c) the building must be occupied as a dwelling unit;
 - d) there is clear sight distance for 200 feet on either side of the driveway(s), except on a cul-de-sac;
 - e) a maximum of 50% of the dwelling floor area may be devoted to the child care use;
 - f) subject to b),c),d),e),and f), of Section 8 pertaining to home occupations.
- Notwithstanding (a) and (f), outdoor play areas and play equipment shall be permitted.

4. Boarders and Lodgers

The leasing of not more than two rooms in any dwelling unit in an residentially designated area shall permitted but no window display or sign in excess of two (2) square feet in respect to the use permitted by this clause shall be allowed. One off-street parking space, other than those required for the dwelling, shall be provided for each room devoted to boarders.

5. Mobile Homes

No mobile home shall be located on the property.

6. Truck, Bus, and Coach Bodies

No truck, bus, coach or streetcar body, or railway car, or structure of any kind other than a dwelling unit erected and used in accordance with this agreement shall be used for human habitation, whether or not it is mounted on wheels.

GENERAL PROVISIONS: LOTS AND YARDS AND OTHER STANDARDS

7. Buildings To Be Erected On A Lot

No person shall erect or use any building unless such building is erected upon a lot unless otherwise permitted by this agreement.

8. Frontage On A Street

Except as provided for in this agreement, no building, structure or use shall be permitted unless the lot or parcel of land intended to be used or upon which the building or structure is to be erected abuts and fronts upon a public street.

9. One Main Building On A Lot

No person shall erect more than one (1) main building on a lot in an area designated for residential uses, including multiple units except as otherwise permitted in this agreement.

10. Special Requirements: Corner Lots

On a corner lot, a fence, sign, hedge, shrub, bush or tree, or any other structure or vegetation which obstructs vision shall not be erected or permitted to grow to a height greater than two (2) feet above grade of the streets that abut the lot within the triangular area included within the street lines for a distance of twenty (20) feet from their point of intersection.

11. Watercourse Setbacks and Buffers

- (1) (a) No development permit shall be issued for any development within 20m of the ordinary highwater mark of any watercourse.
- (b) Where the average positive slopes within the 20m buffer are greater than 20%, the buffer shall be increased by 1 metre for each additional 2% of slope, to a maximum of 60m.
- (c) Within the required buffer pursuant to clauses (a) and (b), no excavation, infilling, tree, stump and other vegetation removal or any alteration of any kind shall be permitted in relation to a development.
- (d) Within the required buffer pursuant to clauses (a) and (b), activity shall be limited to the placement of one accessory structure or one attached deck not exceeding a footprint of 20 m² or a combination of an accessory structure and attached deck not exceeding 20 m², fences, boardwalks, walkways and trails not exceeding 3 metres in width, wharfs, boat ramps, marine dependent uses, fisheries uses, conservation uses, parks on public lands, historic sites and monuments, and public road crossings, driveway crossings and wastewater, storm and water infrastructure.
- (e) Within the buffer required pursuant to clause (a), no excavation, infilling, tree, stump and other vegetation removal or any alteration of any kind shall be permitted in relation to a development.

- (2) Notwithstanding subsection (1), nothing in this by-law shall prohibit the removal of windblown, diseased or dead trees, deemed to be hazardous or unsafe.
- (3) Notwithstanding subsection (1), the selective removal of vegetation to maintain the overall health of the buffer may be authorized by the Development Officer where a management plan is submitted by a qualified arborist, landscape architect, forester or forestry technician.
- (4) Every application for a development permit for a building or structure, shall be accompanied by plans drawn to an appropriate scale showing the required buffers, existing vegetation limits and contours and other information including professional opinions, as the Development Officer may require, to determine that the proposed building or structure will meet the requirements of this section.

12. Natural Hazards And Yard Requirements

Where a front yard, side yard or rear yard is required and part of the area of the lot is usually covered by water or marsh, or is beyond the rim of a river bank or watercourse, or between the top and toe of a cliff or embankment having a slope of 20% or more from the horizontal, then the required yard shall be measured from the nearest main wall from the main building or structure on the lot to the edge of the said area covered by water or marsh, or to the rim of the said river bank or watercourse, or to the top of the said cliff or embankment if the said area is closer than the lot line.

13. Illumination

No person shall erect any illuminated sign or shall illuminate an area outside any building unless such illumination is directed away from adjoining properties and any adjacent streets.

GENERAL PROVISIONS: ACCESSORY BUILDINGS OR STRUCTURES

14. Accessory Uses Permitted

Where this agreement provides that any land may be used or a building or structure may be erected or used for a purpose the purpose includes any accessory use thereof.

15. Accessory Buildings

- a) Accessory uses, buildings and structures shall be permitted but shall not:
 - i) be used for human habitation;
 - ii) be located within the required front yard of a lot;
 - iii) be built closer than four (4) feet to any lot line;
 - iv) exceed fifteen feet (15) feet in height in any Residentially designated area ;
 - v) exceed 750 square feet in total floor area for all accessory space on a lot in any Residentially designated area, except for public buildings and uses *and* swimming pools;
 - vi) be built within six (6) feet of the main building;

- vii) be considered an accessory building if attached to the main building in any way or be considered an accessory structure if located completely underground.
 - b) Notwithstanding anything else in this by-law, drop awnings, clothes poles, flag poles, garden trellises, fences, children play structures, satellite, uncovered decks no higher than 2 (two) feet and retaining walls shall be exempted from any requirements for accessory uses under subsection (a.)
 - c) Garbage collection bins and stalls shall be subject to the accessory building provisions of this section and shall be fenced or otherwise enclosed by a structure so as not to be visible from any street or adjacent residential property.
 - d) Swimming pools shall be completely enclosed with fencing, a minimum of five (5) feet in height.
16. Shipping Containers as Accessory Buildings
- a) Shipping containers may not be used as accessory buildings to a residential or commercial use.
 - b) No shipping container may be used as a dwelling or other form of accommodation, including offices.
17. Fences
- a) For the purpose of this schedule, fences shall be deemed to be structures and therefore shall require a development permit.
 - b) Fences shall be permitted in any area but shall not:
 - i) exceed six (6) feet in height;
 - ii) be located within the required front yard of a lot or be located closer to the front lot line than the main building on the lot if the fence is more than three feet in height.
18. Restrictions On Outdoor Storage/Outdoor Display and Sales
- a) No outdoor storage shall be permitted. No outdoor display and sales shall be permitted.

GENERAL PROVISIONS: PARKING AND LOADING FACILITIES

19. Parking Requirements
- a) For every building or structure to be erected or enlarged, off-street parking located within the same designated area as the use and having unobstructed access to a public street shall be provided and maintained in conformity with the following schedule:

<u>TYPE OF BUILDING</u>	<u>PARKING REQUIRED</u>
A dwelling containing dwelling units	Two (2) parking spaces.

- | | |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All other dwellings
spaces for each dwelling unit.
Churches, church halls, | One and one-half (1.50)

Where there are fixed auditoria seats one (1) parking space for every (5) five seats, or ten (10) feet benchspace.
Where there are no fixed seats, one (1) parking space for each one hundred (100)square feet of floor area devoted to public use. |
| Hospitals and nursing homes | One (1) parking space for each two (2) beds or each four hundred (400) square feet of floor area, whichever is the greater. |
| Senior Citizen apartments | One (1) parking space for every two (2) dwelling units. |
| General Retail | Four and one half (4.5) parking spaces per thousand (1000) square feet of gross leasable floor area. |
| Office Commercial | Three and one half (3.5) parking spaces per thousand (1000) square feet of gross leasable floor area. |
| Medical/Dental | Two (2) spaces per consulting room |
| All other commercial uses | Four and one half (4.5) parking spaces per thousand (1000) square feet of gross leasable space. |
| Day Care Facilities, Nursery
Schools, and Early
Learning Centres | 1.5 spaces per 400 square (37.2 m ²) of gross floor area |
- b) Handicapped parking stalls shall be provided at a ratio of four (4) percent of the total required in each lot with a minimum of one (1) stall per lot where required parking is for five (5) stalls or greater. These spaces shall be located near building entrances which shall be wheelchair accessible.
- c) The parking requirements for multiple occupancy buildings which contain a mix of different uses shall be determined by calculating the sum of the parking requirements for each use and then reducing the number by twenty percent to allow for the shared usage of spaces by building occupants.
20. Commercial Motor Vehicles In Residential Areas
- a) For the purpose of this agreement, "Commercial Motor Vehicles" shall mean any motor vehicle which is used for a commercial purpose, including but not limited to, ambulances, hearses, motor buses, tractors, panel vans, transport and dump trucks, whether or not it displays commercial licenses or signage.

- b) Not more than one commercial motor vehicle shall be kept in a Residentially designated area and this vehicle shall be owned or operated by the occupant of the lot, and parked on the lot.

21. Loading Spaces

- a) No person shall erect or use any building or structure for manufacturing, storage, warehouse, department store, retail store, wholesale store, market, freight or passenger terminal, hotel, hospital, or other uses involving the frequent shipping, loading or unloading of animals or goods, unless there is maintained on the same premises with every such building, structure or use:

<u>Gross Floor Area</u>	<u>No. of Spaces</u>
Less than 4999 sq. ft.	0
5000-14,999 sq. ft.	1
15,000-34,999 sq. ft.	2
More than 35,000 sq. ft.	3

- b) Each loading space shall be at least twelve (12) feet by forty (40) feet with a minimum of fourteen (14) feet height clearance. No such loading spaces shall be located within any required front yard or be located within any required yard which abuts a Residential or Park Designated area.
- c) Each loading space shall not be obstructed by any other parking space or accessory structure;
- d) The requirements in a), b), and c) above may be waived if it is indicated that the uses which are to occupy a building do not require loading space(s).

22. Bicycle Parking Facilities

As per Land Use By-law for Halifax Mainland -13AA

GENERAL PROVISIONS: SIGNS

23. Signs

1. General

- a) No person shall erect a sign without first obtaining a development permit from the Development Officer;
- b) All signs shall be located on the lot containing the business being advertised;
- c) Not more than two signs per business shall be permitted;

1A. Temporary Signage

- (a) Subject to HRM By-law S-800.

2. Signs Permitted In All Areas

The following signs shall be permitted in all areas;

- a) name and street number of residential and non-residential buildings;

- b) "No Trespassing" signs and other such signs regulating the use of a property, provided said sign does not exceed two (2) square feet in area;
- c) "For Sale" or "For Rent" signs, provided such signs do not exceed six (6) square feet per face in any residential area and thirty-two (32) square feet per face in any non-residential area;
- d) signs regulating traffic within the lot or giving direction or identifying the function of part or all of a building, provided that such signs do not exceed five (5) square feet in area;
- e) signs erected by a governmental body or public authority such as traffic signs, railroad crossing signs, signs identifying public properties and buildings without limitation as to the maximum sign areas, and lists of electors;
- f) memorial signs or tablets and signs denoting the date or erection of a building as well as signs identifying historic sites;
- g) flag, pennant, or insignia of any government or religious, charitable, or fraternal organization;
- h) signs which are incidental to construction and are located on the same lot, provided that such sign shall not exceed sixty-four (64) square feet in area;
- i) notices of religious or patriotic demonstrations and public exhibitions.

3. Signs Prohibited In All Areas

The following signs shall not be permitted or erected, notwithstanding anything else contained in this agreement:

- a) signs having flashing or moving illumination which varies in intensity or colour, signs having moving parts, whether caused by mechanical apparatus, electrical pulsation, or normal wind current;
- b) portable signs except for once per business for a maximum period of sixty (60) continuous days for new business openings;
- c) any sign which creates a hazard to public safety;
- d) any sign proximate to a roadway or driveway which obstructs the vision of vehicular drivers whether by virtue of its sign location, appearance or illumination or which obscures or obstructs any traffic control sign or device of any public authority;
- e) any sign which obstructs access to or from a fire escape, door, window, or other required fire exit;
- f) signs which resemble traffic control signs of any public authority, whether by shape, colour, message or location which would interfere with or confuse traffic along a public road;
- g) any sign which advertises a product which is no longer sold or a business which is no longer in operation;
- h) signs which are not located on the same lot as the commercial establishment, which state the name of the said establishment and the type of business or products of said establishments;
- i) signs on public property or public rights-of-way unless erected by a public authority;

- j) string lights, other than for temporary holiday decoration whose illumination is unshielded from adjacent properties;
- k) searchlights, pennants, spinners, banners, and streamers, except for temporary uses such as grand openings and exhibitions;
- l) signs located on or affixed to the roof of any structure;
- m) signs affixed to natural objects (trees, stones).

4. Facial Wall Signs

No facial wall sign shall:

- a) extend above the top of the wall on which it is affixed;
- b) extend beyond the extremities of the wall on which it is affixed;
- c) include more than one message for each business premise in the building on which it is affixed where the building contains multiple occupancies;
- d) have an area which exceeds ten (10) percent of the area of the wall on which it is attached;

5. Projecting Wall Signs

No projecting wall sign shall:

- a) project over a public right-of-way unless otherwise provided for in this By-law;
 - b) project more than six (6) feet from the wall on which it is attached;
 - c) project above the eaves, parapet or roof line of a building;
 - d) be erected below a height of ten (10) feet above grade;
 - e) have a single face area greater than sixteen (16) square feet;
- canopies and awnings incorporating signage are not subject to subsections a), c), d), and e);

6. Ground Signs Or Free Standing Signs

No ground sign shall:

- a) exceed a height of fifteen (15) feet from the grade to the highest part of the sign;
- b) be set back less than five (5) feet from the front lot line, or the flankage lot line of a corner lot, in any commercial area;

7. Signs In A Residential Area

Unless otherwise regulated in this agreement, no sign in any Residential Designated area shall exceed three (3) square feet in sign area or be higher than five (5) feet from grade to the top of the sign in the case of a ground sign.

Attachment B Policy Evaluation

THE WENTWORTH SECONDARY PLANNING STRATEGY

Policy Criteria	Staff Comments
<p>Policy MCP-1: The Community Concept Plan, presented as Schedule I, shall form the framework for land use allocation within the master plan area and all policies and actions taken by the Municipality shall conform with the intent of this plan. A comprehensive development district zone shall be applied to all lands within the master plan area and any development of the land shall be subject to approval of a development agreement.</p>	<p>The proposal and the proposed development agreement (Attachment A) is consistent with the Community Concept Plan.</p>
<p>Policy P/OS-1: The areas designated as Park/Open Space on Schedule I shall be reserved for active and passive recreational uses, stormwater management and environmental protection. Provided that the area of the designation is not materially reduced, the boundaries of the Park/Open Space Designation may be varied where such changes provide:</p> <ul style="list-style-type: none"> 1 .enhanced protection of environmentally sensitive site features; more opportunity for preservation of significant aesthetic features; more suitable lands for active recreational uses; or a more functional path system for pedestrians and cyclists 	<p>The proposed parkland dedication is consistent with the lands predesignated. Approximately 9.2 acres (3.7 ha) are reserved as parkland and open space. In addition, the Developer is constructing site preparation (Section 3.7 of Attachment A). Additional Parkland adjacent the Lands are being developed by the Province as a new french high school and associated playing fields (4 acres) all of which contribute to the overall Park/Open Space requirements.</p>
<p>Policy P/OS-2: No streets shall be permitted to cross the Park/Open Space Designation except:</p> <ul style="list-style-type: none"> as illustrated on Schedule I; to allow for a local road connection between residential neighbourhoods A and C; to allow for a local road connection between Neighbourhood A and the Neighbourhood Collector leading to the Bedford Highway; or to allow for a road connection the Royale Hemlocks Estate Subdivision and the Mixed Use/Business Campus Designation 	<p>The proposal and the proposed development agreement (Attachment A) is consistent with this provision.</p>

Policy Criteria	Staff Comments
<p>Policy P/OS-3: No stormwater management, sanitary sewer or water service system shall be located within the Open Space/Park Designation which would adversely affect environmentally sensitive areas, detract from the aesthetics of the area or impair any recreational functions intended and, unless otherwise necessary, all such systems shall be located outside areas delineated for active and passive recreation.</p>	<p>The proposal and the proposed development agreement (Attachment A) is consistent with the Community Concept Plan. Further, Section 4.5 of Attachment A ensures compliance with this policy.</p>
<p>Policy P/OS-4: In the event that the Municipality is unable to determine whether any undertaking will adversely affect environmentally sensitive areas, the Municipality shall require that an environmental impact assessment be undertaken at the cost of the developer by a person qualified to make such a determination.</p>	<p>Section 3.8 of Attachment A ensures compliance with this policy.</p>
<p>Policy P/OS-5: The development of all recreational facilities shall conform with the HRM Guidelines for Parkland Planning and the recommendations adopted under the Hemlock Ravine Park Management Plan (Halifax Regional Municipality. July 7, 2000).</p>	<p>Section 3.7 of Attachment A ensures compliance with this policy.</p>
<p>Policy CTS-1: A community street and trail system shall be developed in substantial conformity with the designations and alignments presented on Schedule II except that variations to the alignment may be considered to enhance safety, provide a better fit with the natural terrain or preserve significant environmental features. The following requirements shall be applied:</p> <ol style="list-style-type: none"> 3. Starboard Drive shall have the same design specifications as in the abutting Royale shall be required; 6. a community trail system shall be constructed by the developer of the lands on which it is located with the design specifications negotiated under a development agreement. Variations to the Municipal Service Specifications for sidewalks may be considered where a trail is proposed which would provide improved accessibility for pedestrian travel in the community. 	<p>The proposed street system is in conformance with the designation and alignments presented on Schedule II. Compliance is ensured through the provisions of the proposed development agreement (Attachment A). The major trail system for the area is located outside the bounds of this application. No trails are proposed in this phase.</p> <p>Section 4.3 and Schedule K of Attachment A ensures compliance with this policy. Starboard Drive will be constructed to a Minor Collector standard with sidewalks on both sides from the intersection of Nine Mile Drive/Starboard Drive east.</p>

Policy Criteria	Staff Comments
<p>Policy RN-1: The Municipality shall require that any development agreement application encompass an entire Residential Neighbourhood Designation unless satisfied that a property owner within the designation is not willing to participate. In such instance, a development agreement may be approved for part of the neighborhood provided that a neighbourhood concept plan is prepared for the entire neighbourhood which identifies the significant transportation systems, parkland and open space features and municipal service systems and the Municipality is satisfied that the concept plan conforms with all objectives and policies established under this Municipal Planning Strategy and provides for a fair and reasonable allocation of development rights among property owners. Any subsequent development agreement application within the affected Residential Neighbourhood shall conform with neighbourhood concept plan unless an alternative design is provided which is satisfactory to the Municipality.</p>	<p>The proposed agreement includes a portion of Residential Neighbourhood F. The adjacent land owner (Emscote Limited) was not willing to participate at this time. Because of the limited size of the Emscote lands and the requirements of the MPS for land use, there are limited options for road networks and connections. Subsequent development agreements for adjacent lands must complete the remaining connections between the proposal and the adjacent Royale Hemlocks subdivision. The proposed network under the proposal provides appropriate access to adjacent lands and provides a plan which is consistent with the MPS.</p>

Policy Criteria	Staff Comments
<p>Policy RN-2: The following matters shall be considered for all development agreement applications within a Residential Neighbourhood Designation:</p> <ol style="list-style-type: none"> 2. community facilities such as schools, churches and day care centres and businesses that provide goods and services at a neighbourhood level, such as convenience stores, may be permitted within a residential neighbourhood. Convenience stores shall be encouraged to locate at intersections with a Community Collector Street and at transit stops; 3. sidewalks and pathways facilitate safe and convenient pedestrian travel to transit stops on the Community Collector Street System, the Community Trail System and to community services; 4. the design of neighbourhood streets facilitate shared use by cyclists and encourage safe vehicular speeds and discourage short-cutting and excessive speeds by automobiles while enabling direct routes for pedestrians and cyclists; 5. the allocation of housing and the massing and placement of buildings contributes to a sense of community vitality, energy conservation, surveillance of public spaces and provides an effective integration with established neighbourhoods; 6. building locations, site and architectural design, landscaping, and streetscape elements reinforce the themes of neighbourhood identity, pedestrian scale and compatibility with the natural environment; 7. natural vegetation, landscaping or screening is employed around parking areas for institutional and multiple unit buildings to provide screening from streets and, for buildings containing forty-eight or more housing units, provision of underground parking or a structure allowing for stacked parking shall be a mandatory component of the total on-site parking supply; 8. all open space/parkland dedications proposed conform with the objectives and policies adopted for the community parkland/open space under 	<p>The proposal does not include community facilities and neighbourhood commercial, however Section 3.5 of the agreement contains provisions for day cares and home based business.</p> <p>Section 4.3 of Attachment A ensures compliance with this policy through ensuring adequate sidewalks.</p> <p>Section 4.3 and the Schedules of Attachment A ensures compliance with this policy</p> <p>Section 3.5 of Attachment A ensures compliance with this policy</p> <p>Section 3.5 of Attachment A ensures compliance with this policy</p> <p>Section 3.5 and 3.10 of Attachment A ensures compliance with this policy.</p> <p>Section 3.7 and Schedule C of Attachment A ensures compliance with this policy.</p> <p>Section 3.5, 3.8, 3.9 and Part 4 and Part 5 of Attachment A ensures compliance with this policy</p> <p>The proposal is consistent with these requirements.</p>

Policy Criteria	Staff Comments
<p>Policy RN-3: Each residential neighbourhood shall conform with the following provisions:</p> <p>Neighbourhood F: Lands will be developed primarily with lower density residential housing which may include single, semi-detached and townhouse units. Apartment buildings may be considered on lots with frontage on Starboard Drive.</p>	<p>The lands within Neighbourhood F are single unit dwellings and townhouses. Section 3.5 of Attachment A requires a minimum lot frontage of 40 ft, minimum 6 ft side yard and minimum 12 ft separation between buildings. No apartments are proposed within Neighbourhood F.</p>
<p>CCI-1: A range of community commercial, institutional, and recreational uses may be permitted within the Community Commercial/Institutional Designation subject to consideration of the following matters:</p> <ul style="list-style-type: none"> (a) no parking or loading areas are located between a public street and a building and any buildings with commercial occupancies shall be located in close proximity to the street line; (b) parking areas are designed so as not to appear obtrusive from a public street or dominate the streetscape, provide safe and convenient pedestrian access to the buildings they are intended to serve; (c) provisions are made for the storage of bicycles; exterior materials, street furniture; trees, lighting and landscaping measures are incorporated in buildings to foster an interesting and secure environment; the windows, exterior features and materials and signs employed in any building create a sense of interest from public streets; (d) no building height exceeds six stories in height and no residential uses are permitted on the ground floor of any building within fifty (50) feet of a public street; the proposal conforms with all applicable provisions and requirements adopted under this Secondary Planning Strategy regarding environmental protection, the community transportation system and municipal services. 	<p>The proposal is to construct multiple unit dwellings and a lifestyle community within a portion of the community commercial designation. The provisions for these land uses are consistent with the SPS.</p>

Policy Criteria	Staff Comments
<p>GC-1: The General Commercial Designation shall support a wide range of goods, services and facilities with the exception of adult entertainment uses, automobile sales and leasing or any other business requiring extensive outdoor display areas. Multiple dwelling units shall also be permitted. The following matters shall be considered in any development agreement application:</p> <p>Except as may be accessory to a permitted use, the outdoor storage of building or waste materials in the GC Zone shall be prohibited; the criteria of policy MUBC-1 with the exception of clause (b).</p>	<p>The proposal is to construct multiple unit dwellings in portions of the cgeneral ommercial designation. The provisions for this land use are consistent with the SPS.</p>

Policy Criteria	Staff Comments
<p>Policy MUBC-1: The Mixed Use Business Campus designation shall support a wide range of businesses which produce goods and services, as well as institutional facilities . To encourage development of the Community/Commercial and General Commercial Designations, retail uses and restaurants shall only be permitted as accessory uses within larger buildings and retail uses shall be restricted in floor area. The following matters shall be considered in any development agreement application for business and institutional facilities:</p> <ul style="list-style-type: none"> (a) building facades incorporate materials and design elements to create a sense of interest from public streets; (b) no outdoor storage or outdoor display and sales shall be permitted and any outdoor waste containers shall be screened; (c) open spaces are integrated into the layout and where feasible, larger trees are retained; (d) landscaping is introduced to all areas disturbed during construction; (e) where more than twenty parking spaces are to be provided, no more than fifty percent (50%) of the parking spaces shall be located between a building and the front lot line and no loading bays shall be located on the building facade facing a public street and parking areas are buffered to provide a visual break from the street and adjacent land uses with fencing, landscaping or both; (f) bicycle storage facilities are provided near the main entrances to the building and/or in designated public spaces. (g) walkways shall extend from the entrances of buildings to a public sidewalk in front of the building and to any public trail system abutting the property and, unless otherwise not possible, shall not cross any driveways or parking areas; (h) buildings, structures and parking lots are located on a lot so as to minimize the alteration of natural grades and to minimize the area of impervious surfaces; 	<p>Business uses are not being proposed as part of this proposal. Policy MUBC-2 allow this alternate land use. As a result Policy MUBC is not relevant.</p>

Policy Criteria	Staff Comments
<p>(i) a storm water management plan has been prepared by a Professional Engineer with any measures required to prevent the contamination of watercourses and, where possible, allows surface water flows to be directed to permeable surfaces;</p> <p>(j) the proposal conforms with all applicable provisions and requirements adopted under this Secondary Planning Strategy regarding environmental protection, the community transportation system and municipal services.</p>	
<p>Policy MUBC-2: Residential developments may be considered by development agreement within the Mixed Use Business Campus Designation. Consideration will be given to the provisions of policies RN-3 and the provisions for Residential Neighbourhood F under policy RN-3.</p>	<p>The proposed residential development within the Mixed Use Business Campus is consistent with policy RN-3. The proposal includes a cluster of multi-unit dwellings which must meet development controls proposed in Attachment A.</p>
<p>Policy GC-1: The General Commercial Designation shall support a wide range of goods, services and facilities with the exception of adult entertainment uses, automobile sales and leasing or any other business requiring extensive outdoor display areas. Multiple dwelling units shall also be permitted. The following matters shall be considered in any development agreement application:</p> <p>a) Except as may be accessory to a permitted use, the outdoor storage of building or waste materials in the GC Zone shall be prohibited;</p> <p>b) the criteria of policy MUBC-1 with the exception of clause (b).</p>	<p>A portion of the site to the east of Starboard Drive and north of Road D is within the General Commercial Designation. Multiple unit dwellings are being proposed. The proposal is consistent with the requirements of this policy.</p>

Policy Criteria	Staff Comments
<p>EP-1: No development agreement shall be entered into unless a master storm water management plan has been prepared for the entire Wentworth/Bedford South master plan area and accepted by the Municipality. The management plan shall:</p> <ul style="list-style-type: none"> a) identify significant constraints and sensitivities with regard to flood potential, and environmental features; b) provide estimates of pre-development and post development flow rates at critical locations within watercourses such as at culverts and other road crossings and at downstream developments; c) specify water quality and quantity objectives which are consistent with all municipal and provincial guidelines and identify the means of preventing adverse changes to the quantity and quality of watercourses and groundwater; d) specify the type and location of storm water management facilities and the design requirements to protect receiving waters from contamination, excessive flow rates and loss of aquatic habitat and to protect the quantity and quality of groundwater flows; e) prepare a program for implementation and monitoring before, during and after construction, including securities and any remedial action to be taken in the event that water quantity or quality objectives are not achieved. 	<p>Section 4.5 of Attachment A ensures compliance with these policy provisions. An overall Stormwater Management Plan has previously been completed and accepted by the Municipality which meets these requirements. Further, a detailed Stormwater Management Plan (Nov 2008) was prepared by Jacques Whitford in support of the proposal and in accordance with this provision. The detailed Stormwater Management Plan was reviewed and accepted by both the Municipality and the Bedford Waters Advisory Board.</p>
<p>EP-2: No development agreement shall be entered into unless the detailed design specifications conform with the master stormwater management plan approved under policy EP-1.</p>	<p>Attachment A implements the detailed Stormwater Management Plan and conforms with the Master Stormwater Management under Policy EP-1.</p>
<p>EP-3: No stormwater shall be discharged directly into any natural watercourse without the use of mitigative measures as stipulated in under the master stormwater management plan and in accordance with municipal and provincial guidelines.</p>	<p>The Master and Detailed Stormwater Management Plan as well as Section 4.5 of Attachment A address this concern.</p>

Policy Criteria	Staff Comments
EP-4: No development, grade alteration, excavation, fill, pavement or removal of natural vegetation shall be permitted within fifty (50) feet of the high water mark, or within the limits of any 1 in 20 year flood plain of any watercourse, except as provided for by development agreement in accordance with an approved storm water management plan or as provided to allow for trail systems or transportation crossings.	The proposal and Attachment A exceed the minimum setback requirement of this policy and implements the watercourse setback requirement of 20m (66ft) required by the Regional Plan.
EP-5: No development agreement shall be entered into over lands on which trees have been removed except as may otherwise be required for a bonafide land survey or as may be agreed upon with the Municipality to protect property or ensure safety.	The lands which are part of this proposal are in a natural state and meet the requirements of this policy.
EP-6: Features of environmental significance shall be delineated as non-disturbance areas under development agreements. Non-disturbance areas shall be located to allow for continuity non-disturbance areas on abutting lots, municipal parkland and open space dedications, and natural areas adjacent to watercourses.	Section 3.9 of Attachment A ensures compliance with this policy.
EP-7: A tree replanting program shall be incorporated into development agreements to allow for regrowth of trees over all lands on which the natural vegetation has been removed as a consequence of development. The program shall specify the locations, number, type and diameter of trees to be planted. The type of trees shall be indigenous to Nova Scotia.	Section 3.5 of Attachment A requires a tree replanting program. Further, the Municipal Service Specifications require a tree replanting program as part of the installation of municipal service systems (streets).
EP-8: Development of land on major slope areas in excess of twenty-five percent (25%) shall be prohibited under any development agreement except where it can be demonstrated that such development would not create any hazard and could better preserve open spaces or areas of environmental value.	The site is comprised of a series of rock ridges and includes many areas with slopes exceeding 25%. Complete disturbance of much of the site (excluding open space and park areas) is anticipated and because blasting of the site is a necessity, extreme slopes will be rendered safe. Slopes within watercourse riparian buffers and slopes within parkland will be protected in accordance with Attachment A.
EP-9: The Municipality may allow for modifications to the service system specifications adopted under subdivision regulations where such modifications would enhance the ability to preserve the natural environment without compromising the intended objectives of the service systems.	The proposal does not request any modifications.

Policy Criteria	Staff Comments
EP-10: All development agreements shall conform with all applicable regional policies adopted by the Municipality in support of the regional solid waste management program, Halifax Harbour cleanup and the water resources management study.	Section 4.6 of Attachment A ensures compliance with this policy.
MS-1: For sewage flow calculations, the population of the master plan area shall not exceed a gross density of twenty (20) persons per acre. To provide for an equitable distribution of development among property owners, three sub areas are established as illustrated in Schedule "III". Within each area, a maximum twenty persons per acre shall be permitted.	Section 4.5 of Attachment A ensures compliance with this policy.
MS-2: Populations shall be calculated based on an assumed occupancy of 3.35 persons per single unit, two-unit or townhouse dwelling and 2.25 persons per unit in each multiple unit dwelling. Commercial densities shall be calculated to a maximum of 50 persons per acre for general commercial uses and to a maximum of 30 persons per acre for community commercial, community facility and institutional uses. Final determination of the commercial densities shall be established by development agreement in accordance with intended land uses. In the event that the design population proposed for a residential neighbourhood or commercial designation is less than the maximum permitted, the Municipality may allow the difference to be allocated to another residential neighbourhood or commercial designation within the applicable sub area, provided that all other policy criteria can be satisfied.	Section 4.5 of Attachment A ensures compliance with this policy.
MS-3: The "Bedford" sewershed shown on Schedule "IV" shall be limited to a maximum of 2,900 people in recognition of the limited capacity of the Mill Cove Sewage Treatment Plant and the need to reserve capacity for other areas currently outside the serviceable boundary. Additional density may be considered in the future should the Municipality determine that sufficient capacity exists at the Mill Cove treatment plant and that other areas currently outside the serviceable boundary have been evaluated for future development potential.	This proposal is not allocated to the "Bedford" sewershed, it is allocated to the "Halifax" sewershed.

Policy Criteria	Staff Comments
MS-4: The community water distribution system shall conform with the recommendations of the Birch Cove North/ Bedford West Water Infrastructure plan unless otherwise acceptable to the Halifax Regional Water Commission and no development shall be approved by the Municipality unless notified by the Commission that the proposed distribution system conforms with all design and operating specifications established.	Section 4.4 of Attachment A ensures compliance with this policy.
MS-6: A maximum of 1,330 residential units may be permitted within the master plan area prior to the construction of the proposed interchange. The allocation to each sub area shown on Schedule III shall be as follows: Sub Area "A": 615 units Sub Area "B": 235 units Sub Area "C": 480 units	Section 3.4 of Attachment A restricts development of dwelling units until the interchange has been constructed and connected to Larry Uteck Boulevard.

Policy Criteria	Staff Comments
<p>Policy MS-7: No development agreement shall be approved which would permit building permits to be granted for more than 2,000 housing units within the master plan area and the abutting Royale Hemlocks Subdivision unless:</p> <p>(a) the interchange has been constructed and connected to Larry Uteck Boulevard or the financing for the interchange and roads has been secured, a time frame for implementation agreed upon; and</p> <p>(b) consideration is given to the transportation improvements recommended by the Prince's Lodge/ Bedford South Transportation Study or any other transportation study available to the Municipality. A development agreement application shall not be approved where a traffic study concludes that the level of service for any road within the secondary planning strategy or connecting to the abutting road network does not conform with the performance criteria established under the Municipality's Guidelines for Preparation of Traffic Impact Studies and the applicant shall be required to provide the analysis, prepared by a qualified consultant, needed to make such a determination. Without limiting the generality of the foregoing statement, particular consideration will be given to traffic impacts on the Bedford Highway, Nine Mile Drive and Oceanview Drive.</p>	<p>Section 3.4 of Attachment A restricts development of dwelling units until the interchange has been constructed and connected to Larry Uteck Boulevard.</p>
<p>MS-8: Variations to municipal service system standards may be considered where such variations conform with the principles set forth in the Transportation Association of Canada's "A New Vision for Urban Transportation" or any other guidelines or policies acceptable to the Municipality. Consideration shall be given to the objectives and policies established under this Municipal Planning Strategy, public safety, environmental and lifestyle factors, and capital and operating costs as well as other benefits to the Municipality, such as construction of trail systems on public lands.</p>	<p>The applicant has requested a variation to the MSS on Road D so that a road reserve to the Emscote property line would not be required. Clause 4.3.1A of the agreement identifies the MSS requirement but provides road network options to and across the Emscote property when the phasing and development of these are being considered.</p>

Policy Criteria	Staff Comments
<p>MS-9: In accordance with the provisions and requirements of the Municipality's Infrastructure Charges Best Practice Guide and Part II of this Municipal Planning Strategy, an infrastructure charge area shall be established under the Subdivision By-law over the area governed by this Secondary Planning Strategy and no development agreement shall be entered until infrastructure charges are in effect. (RC-July 9/02; E-Aug 31/02)</p>	<p>The Capital Cost Contribution for the Bedford South/Wentworth Estates Master Plan (known as the Bedford South Charge Area) is in effect.</p>

Attachment C
Minutes Public Information Meeting - October 9, 2008

HALIFAX REGIONAL MUNICIPALITY
PUBLIC MEETING

CASE NO. 01159/01194 - Wentworth / Bedford South, Neighbourhood D, E and F

7:00 p.m.

Thursday, October 9, 2008

Basinview Drive Community Elementary School

STAFF IN

ATTENDANCE: Andrew Bone, Planner, HRM Planning Services
Alden Thurston, Planning Technician, HRM Planning Services
Cara McFarlane, Planning Controller, HRM Planning Services

ALSO IN

ATTENDANCE: Councillor Debbie Hum, District 16
Kevin Neatt, Clayton Developments Limited
Mike Hanusiak, Clayton Developments Limited
Walter Regan, North West Planning Advisory Committee
(NWPAC) and Sackville Rivers Association (SRA)

PUBLIC IN

ATTENDANCE: Approximately 40

The meeting commenced at approximately 7:05 p.m.

Opening Remarks/Introductions/Purpose of Meeting

Mr. Bone introduced himself as the Planner taking the application through the planning process; Councillor Debbie Hum, District 16; Councillor Tim Outhit, District 21; Mike Hanusiak and Kevin Neatt, Clayton Developments Limited; and Alden Thurston and Cara McFarlane, HRM Planning Services, Central Region.

The agenda and purpose of the meeting were reviewed.

Overview of Planning Process

The definition of a development agreement and the process were reviewed.

Presentation of Proposal - Andrew Bone

In 2002, the Wentworth / Bedford South Secondary Planning Strategy (SPS) was drafted to enable a new residential community on approximately 625 acres in Halifax and Bedford. The site ranges

from the Bedford Highway up to Highway 102 and is located between Royale Hemlocks and Crestview Subdivision. A portion of the site is in the Halifax plan and a portion in the Bedford plan; therefore, the site shares policies between plans. Fully developed, the site would accommodate approximately 10,000 people as far as the population potential. All development in this area is permitted by development agreement only.

A map of the master plan area was shown. The site is intended to be a mixed use community. Royale Hemlocks is located to the south, Crestview Subdivision to the north, on the west is Highway 102, and the Bedford Highway to the east. The community is a mix of various residential forms, commercial, institutional and parkland. The Bedford South SPS identifies a number of policy considerations. These will be outlined fully in the staff report.

Neighbourhoods A and C are pretty much developed under an existing development agreement that was approved in 2002/03. The yellow areas have been approved under an existing development agreement but are under construction or construction is expected in the near future. About 40% to 50% of the site is either developed or in line for development.

The location of tonight's two applications were shown on the map. Following the completion of these two applications, would leave a remainder area (shown) which is owned by Emscot Holdings and at a future point, staff would expect an application from them to complete what is known as Bedford South/Wentworth Estates.

Clayton Developments Limited is the applicant in both applications. In the case of Case No. 01159, they own the land, and Case No. 01194, Clayton is representing Cresco Holdings Limited.

Related to this development, there is some infrastructure that is expected to happen at some point including a proposed interchange at Highway 102. The funding or timing for this interchange has not been determined. Policies in the municipal plan require that this application be tied to the construction of the interchange. The interchange has to happen before the development of these two applications can happen.

Presentation of Proposal - Mike Hanusiak, Senior Vice-President and General Manager of Clayton Developments Limited

Mr. Hanusiak made some introductions: Len Goucher, MLA; Don Lowther, Executive Assistant to Len Goucher and former Chair of the Bedford Waters Advisory Board; Walter Regan, NWPAC and SRA; Kevin Neatt, Peter Greenwood, Earl Richardson, Dick Miller, Clayton Developments Limited; and Hossein Mousavi, Cresco Holdings Limited.

The generalized future land use map (shown) was adopted by Regional Council at the advice of two community councils (North West and Chebucto). This plan and the municipal plan were the products of about three years of public consultation. Clayton Developments Limited entered into that process about halfway through. A blueprint of the entire area was shown on the screen. Eventually, it was meant to merge the existing developments (Oceanview Drive, Paper Mill Lake) with Royale Hemlocks Subdivision. This plan has all the guiding policies that Clayton Developments Limited is required to follow as we go from concept to very specific plans.

There are six somewhat separate but inter-related residential neighbourhoods in the plan. Each of these has certain parameters in terms of development. Some are high priority, low density with a predominance of single family dwellings and some are more mixed with higher density capabilities. There is an overwhelming density cap on this area (20 persons per acre). That is a density that is very close to the existing densities in Bedford. Bedford also has a density threshold of six units per acre. Developers in Bedford are required to follow the six units per acre threshold in addition to the 20 persons per acre. A lot of the policies being discussed tonight originate out of the former Town of Bedford Municipal Planning Strategy (MPS).

Neighbourhoods A and C are pretty much complete. They are predominately low density, larger lots with a small number of townhouses. The dotted line shown down to the Bedford Highway is Southgate Drive. Clayton Developments Limited is currently constructing the final component of Southgate Drive to link in with Larry Uteck Boulevard. The section that is being built up through Emscote Lands, Cresco lands and Clayton Developments Limited lands was shown on the screen. The intention is to complete that section sometime around Christmas. The next phase is to come up to the interchange. This plan is dependent on an interchange. The issue of specific timing and funding are matters that cannot be discussed in detail at this time. The Department of Transportation and Infrastructure Renewal has allotted the contract for the functional design of the interchange to CBCL Limited. They are working with various stakeholders including Clayton on the functional design and the performance of the interchange.

The key in this plan is the link roads shown. Larry Uteck Boulevard, Nine Mile Drive and Starboard Drive are the principle streets in the plan. A major commercial aspect runs equally to the highway and to the development and is proposed in conjunction with the interchange. None of this will happen until such time as the interchange begins its construction.

A large area of park and open space was shown. Throughout the Ravines there are areas of undisturbed parkland. The site for the new french school was shown.

Presentation of Proposal - Kevin Neatt, Associate Planner with Clayton Developments Limited

An aerial photo of Bedford South was shown. The major commercial nodes are intended to be the heart of the community (a village centre). Tonight's applications cover approximately 251 acres. The green area represents approximately 47 acres; therefore, giving about 18% of municipal parkland. This is not counting the buffer areas which the developer would like to keep at the rear of lots. There is a large park in the centre. The green area to the north represents approximately 20 acres and the area to the south approximately 8.5 acres. The applicant would like to make sure the parkland is usable to the public and is of good quality. As part of that, the applicant has committed to building some secondary trails (crusher dust trails) through the central park area as well as in the north and down further in the south. A piece of parkland to the south actually connects with a larger parkland area that has been dealt with in Neighbourhood B. The Province and HRM will come together to create a soccer field of some sort in the location shown. Throughout the plan there are several neighbourhood park areas identified. Clayton Developments Limited will add onto the pocket parkland area in the rear of Oceanview to make it a bit bigger.

Identified in yellow is the low density residential component. This is a combination of single family dwellings, townhouses, condominium townhouses and freehold townhouses allowing people some

options. The size of the lots will be decided by the market and will not have less than 40 feet of frontage. The purple area are high density, residential areas. These have been clustered together and located off of the main collector streets. It has not been decided if they will be rental apartments or condos. The brown area is a senior's village which represents approximately 35 acres. Shannex has come forward, put this option on the table and plans to proceed with it. The village centre will be the heart of the community with the intent of the public walking to the area. An option in the north quadrant of the village centre would be two multiple sites. The applicant would like to work some flexibility into the development agreement.

The plan would be a phased development contingent upon the interchange. Clayton Developments Limited would like to see it connected by 2009/10. The applicant is looking at a build out of the road construction in approximately 2013/14.

A connection to Nine Mile Drive is shown on the plan. It will take at least two to three years before construction is up against the existing development. The decision to connect to Nine Mile Drive is one that HRM will make in terms of overall traffic and timing. This plan does not show the area of Emscote (the link between the upper area of Starboard Drive and the lands of Cresco Holdings). In the interim, traffic from Starboard Drive and Royale Hemlocks will access up through Larry Uteck Boulevard.

There are traffic lights planned at the intersection of Southgate Drive and Larry Uteck Boulevard. This is within the master plan and is a fundamental requirement of the development agreement.

The design of the interchange includes roundabouts. The Province has jurisdiction over the design of the interchange and their priority is to move towards the European and American model for traffic management and where possible for interchanges they will introduce roundabouts. They believe the roundabouts are more efficient and more cost effective, have greater carrying capacities and less stoppage. An analysis on this plan has been done and it was indicated that a roundabout should be constructed at Larry Uteck Boulevard and Nine Mile Drive rather than the traditional intersection.

Questions/Comments

Louise Michalos, Oceanview Drive, asked if this community will then have its own transit service. Has Metro Transit been involved in the planning? Mr. Bone explained that Metro Transit is involved in every subdivision plan and is made aware of the road layout. The road layout in this area has been set for a long period time. Metro Transit will eventually service but not until proper linkages are established and subject to budget approvals. Any of the new communities (over the last ten years) are designed in such a way that transit service is permitted and to ensure that most people are within a reasonable walking distance to a transit route. This is a municipal decision that is outside of the parameters of the development agreement.

Donna Bowdridge, Millview Avenue, asked if the transit service will come down Larry Uteck Boulevard to the Bedford Highway or will they use Highway 102. Mr. Bone is not sure at this point but will ask that question. In all likelihood, the transit will be on the local streets to serve the community.

Reed Holmes, Oceanview Drive, asked for clarification on the interchange. Mr. Bone explained that the interchange is anticipated to happen and always has been. The exact timing and funding is unknown. Mr. Hanusiak indicated that there has been design work done. HRM has taken infrastructure money from Clayton Developments Limited when the lots were developed to help pay for the interchange. The interchange is as of right subject to funding. The process for tonight's development agreement application is being done now so that when the logistics are in place for the interchange, there is a place for it to go.

Mr. Holmes asked how long the whole project is expected to take. Mr. Bone said that from construction perspective, as far as impact on surrounding community, it would be expected that the main roads would be used. There are truck route laws that HRM have that help staff to enforce the issue. Mr. Neatt said approximately 2013/14 would be the end date for build out of the road network. There would still be some lingering residential home construction.

Mr. Holmes asked if there are any plans for another school. Mr. Bone said in the original plans for this community, certain sites were laid out for possible institutional uses or schools. It was laid out so that Halifax Regional School Board (HRSB) or the French School Board could acquire those lands. In this case, the French School Board (or the Province on their behalf) have acquired the lands. They are outside HRM's approval process and can proceed without a development agreement. That school is being constructed now. There may be other sites in the adjoining subdivisions.

Minister Len Goucher explained that the Province is proceeding with the capital construction for the new high school. He believes there are some other sites in the current area designated for P-9 schools.

Councillor Hum thanked Mr. Bone for extending the notice to the Royale Hemlock residents as they have questions about the impact of this development on their streets. Unfortunately, these residents have not had the opportunity from their developer to be involved and be shown plans for their area.

Councillor Hum acknowledged that some of the public concerns are transit, schools and traffic signalization. She feels it is very important that transit look at joining up neighbourhoods. Have a comprehensive transit plan because there is huge development throughout the entire area. The school situation must be considered and a boundary review by the Minister of Education be conducted. Mr. Bone added that the community of Bedford is aware of the school issues. There are active groups which have been with HRM, HRSB and the Province to make them aware of the long term growth patterns expected in Bedford/Royale Hemlocks area. Councillors Hum and Outhit would like to hold an open house with Clayton Developments Limited to set aside formalities and allow people to talk about some issues they may have with the development.

Mr. Bone mentioned that Councillor Hum, through e-mail to him, had brought up the issue about traffic lights at Larry Uteck Boulevard and Starboard Drive. Councillor Hum mentioned that there are a lot of residents on the Royale Hemlock side that are concerned about traffic and how that will impact them. Mr. Bone said he will provide a comment in the staff report. He will check into the Royale Hemlocks development agreement to see if this was a requirement or if that would eventually be an HRM set of lights.

A young resident from Oceanview Drive is concerned that the greenspace behind his house in the Oceanview Drive area will be lost; therefore, losing their area to play and build tree forts. Mr. Hanusiak explained that this plan has roughly doubled the required parkland. He asked that Clayton Developments Limited be shown the areas and, if necessary, they will assist in moving the tree fort. There are areas along Oceanview Drive that are going to be maintained for trees and park.

Trifon Micholas, Oceanview Drive, asked what will determine if the multi unit buildings will be condos or rentals and is there a height restriction on the buildings. Mr. Bone said HRM cannot regulate ownership. As far as height, there will be restrictions set under the development agreement. Mr. Neatt explained that the market will decide if the buildings are condos or rentals. The MPS does govern how high the residential buildings can be. In this area, next to the highway, you'll see six to twelve storeys (the location of various heights of buildings were shown on the plan).

Mr. Micholas asked if damage was to occur to existing homes due to blasting, who would be responsible. Mr. Bone mentioned that all blasting in HRM is regulated by the HRM Blasting By-law. It is required that pre-blast surveys are conducted, monitoring is done to ensure that the blasting meets the requirements, and that there is a staff member that is in charge of enforcing the requirements. Mr. Hanusiak explained that the developer and the contractor would be responsible for damage. The contractor takes out insurance and if damage occurs an investigation is initiated.

Matt Bowes, Starboard Drive, mentioned that traffic on the Bedford Highway is an issue. He cannot imagine all these additional people getting on and off of the Peninsula everyday. Are there upgrades planned to get people in and out of the city? Mr. Bone said that the Bedford Highway is getting close to capacity. At this point, no new units would be permitted in Bedford South until the connections to Highway 102 are made. The Province is responsible for Highway 102 and are aware of the amount of growth that is happening in the area. HRM, through the Regional Plan, is planning to put the majority of their growth in the Bedford vicinity (Bedford South and Bedford West) over the next 25 years. All parties involved are aware of what improvements need to be made and what obligations have to be met. He understands that the Province is considering reviewing Highway 102. Mr. Hanusiak talked a bit about Bedford West and the hopes to see more people actually live and work in this area.

Councillor Tim Outhit added that there is there will be a park and ride facility, quite possibly with a link service, in Hammonds Plains and the possibility of a fast ferry service. The concerns about the Bedford Highway are legitimate but a number of options are being looked at to alleviate traffic. The link service in other areas has been an overwhelming success and transit is working to provide additional link opportunities around metro. As the Regional Plan growth patterns start to materialize, it will create other options and you will see changes to the transit system which will be beneficial to the entire community.

Matthew Christie, Bedford, mentioned that the link facilities are very successful so much so that the buses are going by Bedford full which is not helping the Bedford residents much. With the increased population and growth, in terms of sewer and water, what do you foresee, in terms of new infrastructure, in order to meet those needs? Mr. Bone said that the master plan contemplated sewer and water in this area. A portion of the sewer flow will go to the Mill Cove treatment plant. The upper reaches of this development agreement, north of Larry Uteck Boulevard close to Oceanview Drive,

will also flow towards Mill Cove treatment plant. The remainder of the lands, even though they are in Bedford, will flow to the Halifax plant.

Betty Davis, Oceanview Drive, understood that turning CPA High School into the junior high school is meant to alleviate the existing problem with overpopulation. It's not going to touch on the people that are moving into the area. Mr. Bone explained that there are other opportunities in adjacent subdivisions. Minister Goucher said Bedford Junior High School is an environmental issue. The new schools will be built to address increasing population.

Emanuela Holmes, Oceanview Drive, is concerned about how the wildlife will be affected. Mr. Hanusiak said the idea is to give large enough pieces of parkland so that the wildlife can remain in the area.

Mario Couture, Oceanview Drive, mentioned that access to sports facilities in Bedford is a problem. As the area grows, enrollment in activities will become more scarce. Mr. Bone mentioned that typically HRM is given 10% parkland for a subdivision or the equivalent thereof (cash or a combination of land and development). In this case, HRM is getting 18% land plus there will be private greenspace on some of the multi lots. There are proposed parks and a trail system (both shown). Also, associated with the french school, HRM and the Province are currently working on a fully constructed field. The field will be shared between the school and HRM. Parks and Recreation are made aware of the long term plan so they can budget accordingly. Mr. Hanusiak explained that when they first entered into this process about 8 years ago, one of the first things former Councillor Goucher identified to Clayton Developments Limited was that there is a shortage in parkland and open space. There are parks identified throughout the area. Minister Goucher mentioned that the sport field and ice surface for the Rocky Lake site is being done by a private company. Councillor Outhit said staff is also working on expanding the playground at Bedford South school. Clayton has stepped up to proceed with the expansion and improvement project of the playground at the top of Oceanview Drive.

Mr. Couture is also concerned about the impact of snow removal.

Giovanni Holmes, Oceanview Drive, feels the area will not be the same (the forest and how peaceful it is).

Mr. Bowes believes that infrastructure should be put in place before adding more people.

Heather Kerr, Royale Hemlocks Subdivision, asked what the people can expect in terms of joining the Bedford Highway and Highway 102. Will there be two access from Starboard Drive and Larry Uteck Boulevard? Mr. Bone said there is an ongoing study anticipating the traffic impact. There was a previous study that was done for the master plan. Ultimately, the people coming into this area will have business in this area. It is not intended to be a shortcut. There is a mix in this community as to where people will go.

Councillor Hum mentioned some improved to alleviate the Bedford Highway congestions: 1. the interchange; 2. project that is already approved through a five year transit strategy; 3. infrastructure

improvement. Mr. Bone added that growth in the area has been planned. The reason for this is so HRM can effectively service these areas.

Walter Regan, a member of NWPAC and SRA, asked if there is any money being put aside to build fishways over the dam. Mr. Bone said this projects does not impact any of the dams.

Mr. Regan asked if there will be a sidewalk on the interchange. Mr. Bone will find out.

Mr. Regan asked if there will be more infill of the Bedford Basin as a result of the blasting. Mr. Bone said the Bedford Basin infill is generally pyritic slate. He is not aware of any on the site. Mr. Regan asked if rock from the site will go into the Bedford Basin. Mr. Hanusiak mentioned that a fair amount of the material will go to interchange.

Mr. Regan asked if the large buildings will have green roofs. Mr. Bone said there is no municipal requirement but that can be suggested to the developer.

Mr. Regan asked if the parking lots for large buildings can be downsized. Mr. Bone said staff would work with the applicant to, in many cases, allow for sharing of parking thus reduce the parking standards. In some cases, the type of use established requires a certain amount of parking. Mr. Neatt mentioned that with respect to the multiple sites, at least 50% of the parking required will be located underneath the building allowing more greenspace. Additionally, in some of the larger parking areas, islands are kept throughout that are green and pervious in nature.

Mr. Regan asked if the trails will be built to HRM standards. Mr. Bone said the proposed secondary trails will be.

Mr. Regan asked if there would be maintenance money provided. Mr. Bone said typically that would not be included.

Mr. Regan asked if there is water testing being done in existing ponds. Mr. Bone is not aware of any. Mr. Hanusiak said the area that has been built to date drains exclusively to the Bedford Basin. As we come forward there is a master stormwater management plan for this area. The specific details of lake monitoring and testing will be incorporated into the development agreement.

Mr. Regan mentioned that the developer should be paying a larger lot service charge. The tax payers are picking up the infrastructure costs. Mr. Hanusiak said Clayton Developments is the only company in HRM paying capital cost charges.

Wendy McDonald, Clayton Park West, asked about bicycle lanes and active transportation. There needs to be sidewalks and adequate infrastructure for bike lanes, on and off road. Mr. Bone said there are plenty of proposed connections. There is a trail network between these communities that connects into Royale Hemlocks and eventually there will be connections probably over the interchange into the Bedford West area. The trail network is a priority in HRM. As for bike lanes, he will discuss this with our TDM coordinator and bicycle infrastructure people. Ms. McDonald would like assurance that CBCL will have a public information session. Mr. Hanusiak said there will be a public session.

The company knows there has to be connectivity between Bedford South and Bedford West. He understands there will be sidewalks between the two communities.

Mary Ann McGrath, Halifax, said across Highway 102 and on the other side of Kearney Lake Road, there will be a 3500 acre park. That effectively gives a greenbelt that separates the Basin development from developments on the other side of the larger Peninsula area. It will provide space for wildlife and livability.

One resident asked who owns the commercial development. Will it be a big box area? Mr. Hanusiak said the site belongs to Clayton Developments Limited. The property is under active discussion but he can't say specifics. The footprint is a typical Sobeys building but is only used as an example (from the Park West Shopping Centre plan). The zoning provides for big box stores but they are not anticipating an outburst of big box. This is only 25 acres of land. This will pick up and service highway traffic but it is also built for the communities from Paper Mill Lake to Starboard Drive. Mr. Bone said given its location, the type of uses that would want to establish here would be lower. The growth of these areas are limited by sewer capacity; therefore, there is some limit on the amount of growth that can happen on each of these sites. In most cases, it is left to the market to take a chunk at a time.

Closing Comments

Mr. Bone thanked everyone for coming to express their opinions and concerns.

Adjournment

The meeting adjourned at approximately 9:00 p.m.

Attachment D
Draft Recommendation of the Bedford Watershed Advisory Board

MOVED By Mr. Lem Murphy, seconded by Mr. Quentin Hill that Bedford Watershed Advisory Board approves the Master Storm Water Management Plan for sections D, E, and F and the Commercial Area of Bedford South as per Case #'s 01159 and 01194.