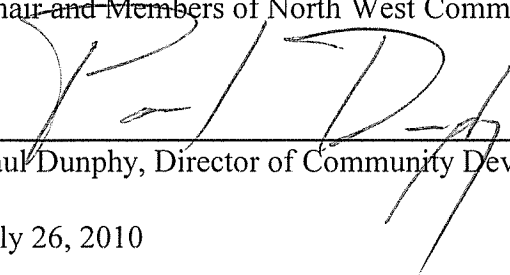




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

North West Community Council
August 19, 2010
September 23, 2010

TO: Chair and Members of North West Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: July 26, 2010

SUBJECT: Case 01250: Development Agreement - 827 Bedford Highway

SUPPLEMENTARY REPORT

ORIGIN

- Application by WM Fares to enter in to a development agreement for 857 Bedford Highway to permit a mixed use building;
- Staff Report dated June 18, 2010 to North West Planning Advisory Committee; and
- July 7, 2010 North West Planning Advisory Committee meeting.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to the proposed development agreement as provided in Attachment A of this report, and schedule a public hearing.
2. Approve the proposed development agreement to permit a mixed use development including five residential units and commercial uses at 827 Bedford Highway as provided in Attachment A of this report.
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND / DISCUSSION

In the staff report dated June 18, 2010 staff provided a review of the proposed development and a proposed development agreement based on all applicable policies of the Bedford Municipal Planning Strategy (MPS). The report was discussed by North West Planning Advisory Committee (NWPAC) at their meeting on July 7, 2010 and the Committee raised two concerns with the proposal. This supplementary report is in response to the concerns raised by NWPAC.

Additional landscaping

The proposed agreement, in the staff report dated June 18, 2010, included the creation of a large hard surfaced area near the entrance to the proposed building located above the underground parking. This area is basically an area landscaped with pavers or patio stones. NWPAC expressed a concern that the agreement did not include any specific requirements for landscaping with vegetation in this area.

The proposed development agreement (Attachment A - Clause 3.9.2) contained in this report includes revisions which require the additional landscaping as identified by NWPAC. The applicant is in agreement with these changes that add more vegetation in this area through the use of large planters which would create a more inviting entrance.

Sidewalk along the Bedford Highway

The proposed agreement in the staff report dated June 18, 2010, did not include a requirement for the construction of a sidewalk along the Bedford Highway and NWPAC identified this as a concern. Staff has consulted with the applicant who has indicated the costs of installing a sidewalk, plus the required storm drainage and curb, is too great for the property owner. A complete response is found in Attachment B.

Staff have reviewed the request for sidewalk in front of the site and are not recommending its inclusion in the development agreement.

Map 1 illustrates sidewalks and bike way in the vicinity of the site. Currently, a bike way is located on the north side of the Bedford Highway; along the frontage of this property. All sidewalk infrastructure is located on the south side of the Bedford Highway (Map 1). Based on the limited amount of sidewalk infrastructure on the north side of the Bedford Highway, development of the proposed sidewalk would be premature and conflict with the existing bike way. Further, it is anticipated that site generated pedestrian traffic would be low and that the need for a sidewalk would not likely be generated by the subject site alone.

Conclusion

Staff are of the opinion the proposed development agreement as set out in Attachment A of this report is consistent with the intent of the MPS for commercial development at this location. The proposed development agreement provides for revised landscaping but does not contain provisions for a sidewalk. Staff recommend that North West Community Council approve the proposed development agreement as outlined in the recommendation section of this report.

BUDGET IMPLICATIONS

There are no 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 this agreement. The administration of this Agreement can be carried out within the approved budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

See staff report dated June 18, 2010.

ALTERNATIVES

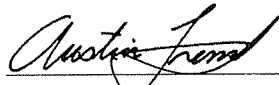
1. Council may choose to approve the proposed development agreement as set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement subject to modifications. This may require further negotiation with the applicant.
3. Council may choose to refuse to approve the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff are satisfied that the proposed amending development agreement is consistent with the policies and intent of the MPS.

ATTACHMENTS

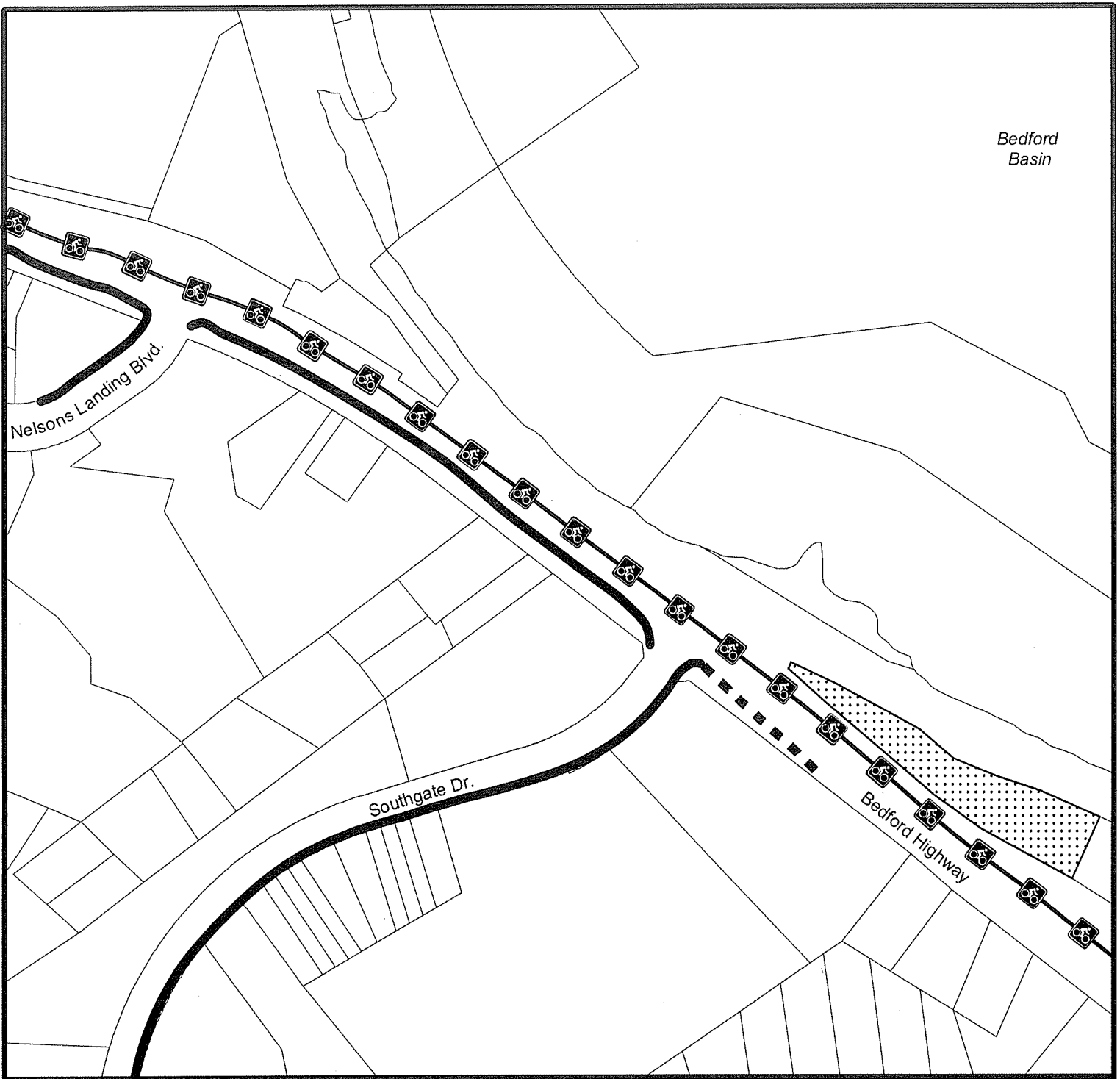
Map 1	Local Sidewalks
Attachment A	Proposed Development Agreement
Attachment B	Response to Sidewalk - WM Fares

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

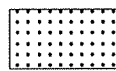
Report Prepared by : Andrew Bone, Senior Planner, 869-4226

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

Bedford
Basin



Map 1
Sidewalks and Bike routes



Subject Property

HALIFAX
REGIONAL MUNICIPALITY
Community Development
Planning Services

 Existing Sidewalks

 Proposed Sidewalk

 Existing Bike Route



ATTACHMENT "A"
Proposed Development Agreement

THIS AGREEMENT made this day of , 2010

BETWEEN:

LOUISBURG DEVELOPMENTS 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 at 827 Bedford Highway, Bedford which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a mixed use development on the Lands pursuant to the provisions of the Halifax Regional Municipality Charter and pursuant to Policy(ies) C-7 through C-14 of the Bedford Municipal Planning Strategy and Part 4, Section 3(d) of the Land Use By-law.;

AND WHEREAS the North West Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 01250;

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 Bedford Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 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 By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 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 sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality 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. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 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 By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 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 any 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 Words Not Defined under this Agreement

All words/terms unless otherwise specifically defined herein shall be as defined in the Bedford Land Use Bylaw and Regional Subdivision Bylaw.

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- 2.2.1 HEALTH and WELLNESS CENTRE means a building or part of a building designed to promote health awareness and maintenance through a variety of programs and services tailored to a range of individual needs, including but not limited to, physical fitness, weight management, nutrition education and paramedical clinics including but not limited to physiotherapists, psychologist, speech therapists, chiropractors, osteopaths, naturopaths and registered massage therapists.

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, conforms with the Schedules attached to this Agreement and plans filed with the Halifax Regional Municipality as Case Number 01250:

The schedules are:

- Schedule A: Legal Description of the Lands(s)
- Schedule B: Site Plan (01250-01)
- Schedule C: Parking Gagage (01250-03)
- Schedule D: Level 1 Plan (01250-04)
- Schedule E: Level 2 Plan (01250-05)
- Schedule F: Level 3 Plan (01250-06)
- Schedule G: Roof Plan (01250-07)
- Schedule H: Front and Rear Elevation (01250-08)
- Schedule I: Side Elevations (01250-09)
- Schedule J: Side Section (01250-10)
- Schedule K: Lighting Guidelines

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Grade Alteration Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Post securities in accordance with Section 5.5 of this Agreement.
 - (b) Written consent from adjacent land owners where alteration affects adjacent lands or where access or easements are required over adjacent lands to enable alteration or construction.
 - (c) Stormwater Management Plan in accordance with this Agreement (Section 5).
 - (d) Erosion and Sedimentation Control Plan in accordance with this Agreement (Section 5).
 - (e) Written consent (from relevant land owner) to discharge stormwater onto private lands where required as a component of the Stormwater Management Plan (Section 5).
- 3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Lighting Plan in accordance with this Agreement (Section 3.7); and
 - (b) Landscaping Plan in accordance with this Agreement (Section 3.9).
- 3.2.3 Prior to the issuance of a Construction Permit, the Developer shall proceed through the MICI (Multi- Unit, Institutional, Commercial and Industrial) process.
- 3.2.4 Prior to the issuance of the first Municipal Occupancy permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Written confirmation from the Development Engineer indicating compliance with Section 4 this Agreement (secondary services);
 - (b) 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 5.3);
 - (c) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement (Section 5.1);
 - (d) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to this Agreement (Section 3.9);
 - (e) Completion of the "Amenity and Recreation Space" required by this Agreement (Section 3.8); and
 - (f) Certification from a qualified professional indicating that the Developer has complied with the Lighting Requirements required pursuant to this Agreement (Section 3.7);

3.2.5 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 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement is the following:

- (a) one Mixed Use Building with a maximum of 5 residential dwelling units subject to the terms of the agreement; or
- (b) any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Bedford as amended from time to time.

3.4 Detailed Provisions for Land Use

3.4.1 *Mixed Use Building*

- (a) the mixed use building shall be located as generally illustrated on Schedule "B".
- (b) the mixed use building shall be constructed in conformance with Schedule "B" through Schedule "K" and relevant sections of this Agreement.
- (c) An application for a development permit for mixed use building shall include the following information and shall require the approval of the Development Officer:
 - (i) proposed design including elevation drawings and signage, and materials to be used;
 - (ii) yard dimensions;
 - (iii) parking area layout, lighting, recycling facilities and landscaping;
 - (iv) provisions of useable amenity space (indoor and outdoor);
 - (v) municipal services;
 - (vi) grading and drainage plan;
 - (vii) erosion and sedimentation control plan;
 - (viii) vehicular and pedestrian access;
 - (ix) landscaping and maintenance plan including snow storage area; and
 - (x) non-disturbance areas as identified on Schedule "B".

3.4.2 The Developer shall be entitled to modify the internal floor plans of the mixed use building and the configuration of internal units provided (a) the number of residential units and building size has not increased, (b) the exterior appearance of the building is not significantly altered, and (c)

the required amenity space is met. These changes shall be permitted provided, in the opinion of the Development Officer, the changes are minor in nature and where the Building Official has determined compliance with the Building Code.

3.4.3 The Developer shall be entitled to minor modification to the exterior architectural details, layout and positioning of the buildings, provided that in the opinion of the Development Officer, such changes shall comply with the following;

- a) the roof structures are generally as shown on the schedules.
- b) the siding materials are a majority of traditional materials including a mix of horizontal siding (clapboard or equivalent), stone (or equivalent) and (or) brick (or equivalent). Vinyl siding shall not be permitted.
- c) the position of the building does not affect traffic circulation on site.
- d) the existing minimum ground level setback of the building to the street is not reduced.
- e) the proportional area of window coverage to siding is substantially maintained.

3.4.4 *Commercial and Office Uses*

- (a) The Commercial and Office Uses shall not exceed a total floor space of 20,000 square feet.

3.5 *Permitted Uses*

The uses(s) permitted within the Mixed Use Building, as defined within the Bedford Land Use By-law are as follows:

- (a) a maximum of five (5) residential units
- (b) offices;
- (c) medical, and health service clinics; outdoor kennels associated with veterinary clinics are prohibited;
- (d) restaurant to a maximum of 1000 square feet of dining space;
- (e) retail;
- (f) personal and household service shops;
- (g) banks and financial institutions;
- (h) health and wellness facilities; and
- (i) uses accessory to the foregoing uses.

3.5.1 *Yards/Setbacks and Lot Coverage*

- (a) Yards shall be as generally shown on the plan and may include the following:
 - (i) 0 ft (0 m) side yards for front, rear and side yard where shown on Schedule B;
 - (ii) The main floor of the building shall be setback as generally shown on Schedule B;

- (b) Lot coverage of the building (below grade) shall not exceed fifty-five (55) percent.

3.6 **Parking, Circulation and Access**

3.6.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on the Schedules. The Developer agrees that the parking on the Lands shall comply with the following:

- (a) All parking areas, driveways, circulation aisles and pathways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer. Notwithstanding, pathways shall not be finished with asphalt.
- (b) Parking lots shall be delineated by concrete curbing.
- (c) An adequate snow storage area shall be provide on the Lands and the snow storage area shall be located where run-off can be directed through any storm water treatment system required by this Agreement. Snow storage areas shall be shown on the plans at the time of permitting.
- (d) The number of parking spaces shall be as shown on Schedule "B" and "C".
- (e) The National Building Code requirements for fire department access and the requirements of Fire Services.

3.6.2 Development Officer may approve changes to the parking and circulation layout as illustrated on the Schedules provided such changes do not interfere with the placement of the building or access and circulation.

3.6.3 Notwithstanding Schedule I, the driveway and access ramp to the parking garage shall be as generally shown on Schedule B.

3.7 **Building and Site Lighting**

3.7.1 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.

3.7.2 All lighting fixtures shall be fully shielded.

3.7.3 The Developer shall prepare an exterior lighting plan for the Mixed Use 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 "K" 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.

3.8 Amenity and Recreation Space For the Residential Dwelling Units

3.8.1 Amenity space shall be set aside for recreational purposes such as common recreational areas, outdoor open space, play areas, recreational rooms, roof decks, swimming pools and tennis courts and clearly identified on plans submitted for Development Permit. Amenity space shall have no dimension less than thirty feet (9.14m), except those integral to the building such as landscaped podium, roof garden, sundecks and balconies, and a minimum of 50 percent of the outdoor recreational space shall have grades between 0-8 percent. The amenity space shall be provided based on the type of residential unit as follows:

- (a) One Bedroom/Bachelor: 18.6 square meters (200 square feet)
- (b) Two Bedroom: 53.4 square meters (575 square feet)
- (c) Three Bedroom: 88.2 square meters (950 square feet)
- (d) Four or more Bedroom: 123.1 square meters (1,325 square feet)

3.8.2 For the purposes of determining amenity space, one bedroom plus den/office units shall be considered to be a two-bedroom unit, two bedroom plus den/office units shall be considered to be a three-bedroom unit and so on.

3.8.3 The Developer agrees that the "Amenity and Recreation Space" as described in this Section shall be completed prior to the issuance of the first Occupancy Permit.

3.9 Landscaping

Landscaping Plan

3.9.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscaping Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscaping Plan shown on Schedule B. The Landscaping Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with this provisions of this Agreement.

Podium Landscaping

3.9.2 Notwithstanding Schedule B, the developer shall provide additional landscaping for the podium area in front of Commercial Space "A" and "B". Such landscaping shall include a mix of plants and trees in planters and include suitable plant and vegetation species or materials specifically suited to the restricted growth areas usually associated with planters. The planters shall have a finish consistent with the rest of the development A minimum of four trees shall be provided with the planters. Further street furniture shall be provided to make this area attractive and useable to the users of the site. A minimum of two seating areas shall be provided.

Landscaping Plan Details

3.9.3 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).

Entrances

3.9.4 All site entrances for commercial and multi-unit buildings shall be identified by decorative walls, and landscaping, or approved equivalent. A landscaped focal area and decorative signage identifying the entrance shall be installed.

Buffering

3.9.5 Existing vegetation is to be retained in the non-disturbance area adjacent the watercourse on the west end of the site as shown on Schedule B. Where good ground cover is not provided on low sloped areas (less than 8 percent), the developer shall landscape this area with soil and sod to create an enhanced watercourse buffer.

Retaining Walls

3.9.6 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or acceptable equivalent in the opinion of the Development Officer.

Walkways

3.9.7 Walkways as shown on the Schedules shall be located as shown on the Preliminary Landscaping Plan and composed of any combination of poured in place concrete, decorative patio slabs, decorative interlocking precast concrete paverstones, crushed stone, pea gravel, crushed brick or acceptable equivalent in the opinion of the Development Officer.

- 3.9.8 Main walkways for the building and intended for public use (excluded maintenance pathways) shall be designed to barrier free standards.

Fencing

- 3.9.9 Fencing shall be provided between the CN rail line and the developed portion of the site which would limit access to the rail line. This fencing shall be a minimum of 1.3 m high.

Compliance with Landscaping Plan

- 3.9.10 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.9.10 Notwithstanding subsection 3.9.9, the first Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this Section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 Maintenance

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.

3.11 Signs

- (a) Signs shall meet the requirements for the CGB (General Business) Zone of the Bedford Land Use By-law, as amended from time to time. No temporary signs shall be permitted.

3.12 Construction/Sales Trailer

A trailer shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction trailer shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.13 Outdoor Storage and Display

- 3.13.1 No outdoor storage or display shall be permitted on the Lands.

3.13.2 Propane tanks and electrical transformers shall not be located on a facade facing the Bedford Highway unless otherwise directed by the approval agencies where no alternative exists. These facilities shall be screened by means of opaque fencing/masonry walls with suitable landscaping and secured in accordance with the applicable approval agencies.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.2 Off-Site Disturbance

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.

4.3 Underground Services

All secondary electrical, telephone and cable service shall be underground installation.

4.4 Outstanding Site Work

Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such bonding shall consist of a security deposit in the amount of 120 per cent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed.

4.5 Municipal Water Distribution and Sanitary Sewers

4.5.1 The water distribution system shall conform with the design and construction requirements of the Halifax Water.

4.5.2 The sanitary sewer system shall conform with the design and construction requirements of the Halifax Water.

4.5.3 The developer shall provide Halifax Water with an easement over the existing sewer line. The easement shall be three meters (3m) wide on either side of the sewer. Where the three meters overlaps the existing right-of-way, an easement shall be provided up to the property line. This easement shall be granted prior to sewer or water services being connected to the building.

4.6 Solid Waste Facilities

- 4.6.1 The residential dwelling units shall include a central designated space for five stream source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and comply with By-law S-600.
- 4.6.2 Refuse containers and waste compactors shall be confined to the loading areas of a building, and shall be screened from public view where necessary by means of opaque fencing/masonry walls with suitable landscaping.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans

- 5.1.1 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, which are to be in place prior to and during development unless otherwise acceptable to the Development Officer. The Stormwater Management Plan shall conform with following:
- (a) schematics and information presented on the Schedules; and
 - (b) requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual.
 - (c) the plan shall include a stormwater treatment unit (s) which treat storm flows from the site.
- 5.1.2 All stormwater facilities shall be maintained in good working order by the owner in order to maintain full storage capacity.
- 5.1.3 The Developer agrees to provide written consent (from relevant land owner) to discharge stormwater onto private lands where required as a component of the Stormwater Management Plan prior to the application for any permits.
- 5.1.4 The Developer agrees to relocate any existing stormwater infrastructure, located on the lands, which is required to be relocated to enable the development of the proposed building. The relocation of this infrastructure shall be at the Developers cost.

- 5.2 Maintenance of Storm Water Treatment Units or Equivalent
- 5.2.1 The Developer agrees to maintain in accordance with the manufacturers specifications all storm water treatment units or equivalent system, if any.
- 5.2.2 All removed contaminants shall be disposed of according to all applicable guidelines and regulations of the Nova Scotia Department of Environment and Labour.
- 5.3 **Erosion and Sedimentation Control and Grading Plans**
- 5.3.1 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall 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 based on the provisions of the Schedules. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment and Labour. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.
- 5.3.2 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer a detailed Master Site/Grading Plan for the Lands based on the provisions of the Schedules. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in the Agreement.
- 5.4 **Non Disturbance Area**
- 5.4.1 Non-disturbance areas shall be provided adjacent the existing watercourse at the west side of the site as generally shown on Schedule "B".
- 5.4.2 Notwithstanding Schedule B, a Non-disturbance area adjacent the existing watercourse located in the northwest corner of the lands shall be a minimum of 100 feet (30.5m) on either side of the highwater mark of the watercourse and shall adhere to the provision in the Bedford Land Use By-law.
- 5.4.3 All grading plans shall indicate areas where existing vegetation is to be maintained, areas to be protected from disturbance during the installation of services, construction of streets, construction of buildings, landscaping and any future activity on an individual lot unless otherwise specified in this Agreement. The non-disturbance areas shall be clearly delineated on the Site Plan and Grading Plan for each lot and in the field prior to and during construction.
- 5.4.4 The non-disturbance area identified on the Schedules shall be delineated on all final survey plans prior to final approval.

5.4.5 Non-disturbance areas shall be identified by the Developer with snow fence or other appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (i.e., tree cutting, and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction and the snow fence or other appropriate continuous physical barrier or delineation and signage in the field.

5.4.6 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, with the exception of those to be removed in accordance with Section 5.4.5, the Developer or the land owner shall replace the trees, two new trees of ½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer.

5.5 **Securities**

Prior to the issuance of Grade Alteration Permit per phase, the Developer shall post security as required for the Grade Alteration Permit to ensure that all environmental protection measures, identified in this section, are properly implemented and maintained. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer at the time of issuance of the final occupancy permit or release of Landscaping security bond whichever is later, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the environmental protection measures to the satisfaction of the Development Officer shall be cashed and deposited to the Municipality.

5.6 **Failure to conform to Plans**

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Section, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

6.0 AMENDMENTS

6.1 **Substantive Amendments**

Amendments to any matters not identified under this Section shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 **Non-Substantive Amendments**

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

- (a) granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement;

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 7.1 The Developers agree 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 Developers. The Developers 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 Developers agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 7.2 If the Developers fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers 15 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) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developers from continuing such default and the Developers hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
 - (b) 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 Property and be shown on any tax certificate issued under the Assessment Act;
 - (c) 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;
 - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Halifax Charter or Common Law in order to ensure compliance with this Agreement.
- 7.3 **Environmental Protection**
In matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under this Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of this Agreement.

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

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

8.2 Subsequent Owners

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

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

8.3 Commencement of Development

8.3.1 In the event that development on 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 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.

8.3.2 For the purpose of this section, commencement of development shall mean the installation of the footings and foundation for the proposed building.

8.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

8.4 Completion of Development

Upon the completion of the whole development or complete phases of the development, 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;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Bedford, as may be amended from time to time.

8.5 Discharge of Agreement

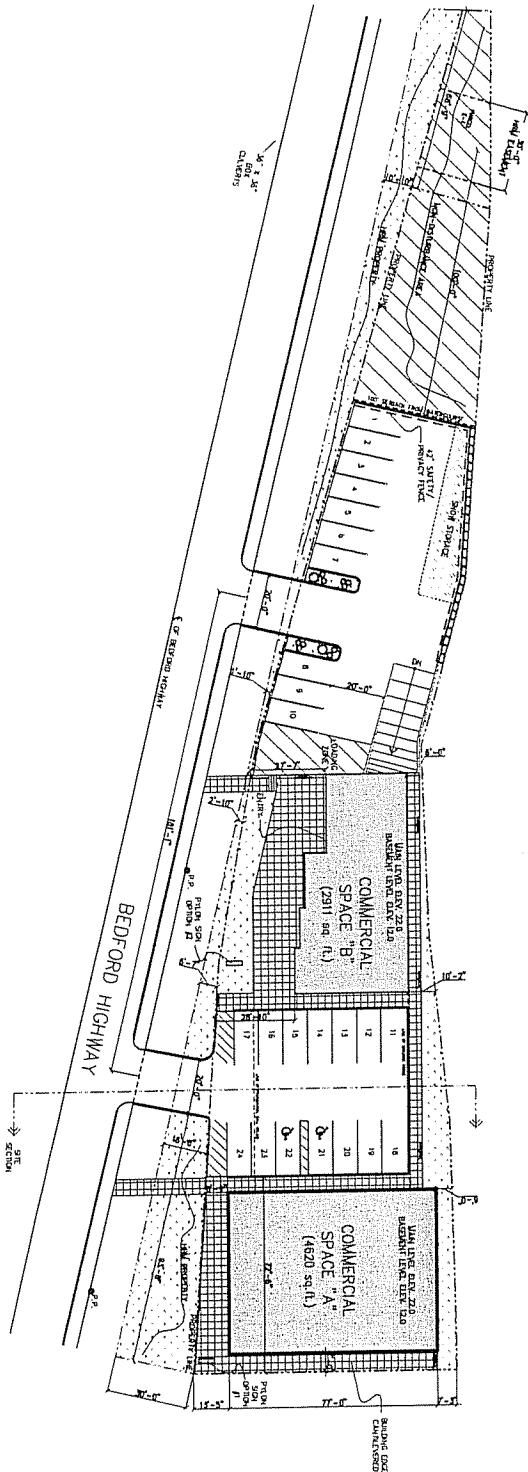
- 8.5.1 If the Developer fails to complete the development after ten years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

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:)	LOUISBURG DEVELOPMENTS
)	LIMITED
)	
per: _____)	per: _____
)	
)	
per: _____)	per: _____
)	
Sealed, Delivered and Attested)	HALIFAX REGIONAL MUNICIPALITY
by the proper signing officers of)	
Halifax Regional Municipality)	
duly authorized on that behalf)	per: _____
in the presence of)	MAYOR
)	
)	
_____)	per: _____
)	MUNICIPAL CLERK

Schedule B

NON-DISTURBANCE AREA



SITE PLAN

SCALE: 1" = 20'

NOTES:
 1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO FACE UNLESS OTHERWISE NOTED.

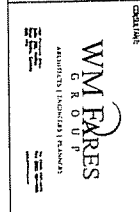
<p>DISCLAIMER: The design shown on this plan is based on the information provided by the client. The design is not to be used for any other purpose without the written consent of the design professional. The design professional is not responsible for any errors or omissions in this plan. The design professional is not responsible for any construction or other work that may be required to implement the design shown on this plan.</p>	
<p>PROJECT: 827 BEDFORD HIGHWAY BEDFORD, NOVA SCOTIA</p>	
<p>DESIGNER: WM FARRES ARCHITECTURAL SERVICES</p>	
<p>DATE: 2006-18</p>	
<p>SCALE: 1" = 20'</p>	
<p>PROJECT NO.: SD1</p>	

Schedule C

FILE LOCATION: LOCATION

DESIGN NOTES:
 1. This is a preliminary design for the property of 827 BEDFORD HIGHWAY, BEDFORD, NOVA SCOTIA. The design is subject to the approval of the owner/contractor. The design shall not be used for any other purpose without the written consent of the designer.
 2. The designer is not responsible for any errors or omissions in the design. The designer shall not be held liable for any damages, including consequential damages, arising out of the use of the design.
 3. The designer reserves the right to contact the owner/contractor at any time to discuss the design and to make any necessary changes to the design.
 4. The designer shall not be held liable for any damages, including consequential damages, arising out of the use of the design.

PROJECT: 827 BEDFORD HIGHWAY
 BEDFORD, NOVA SCOTIA



CONSULTANT: WM PARES ARCHITECTURAL CONSULTANTS

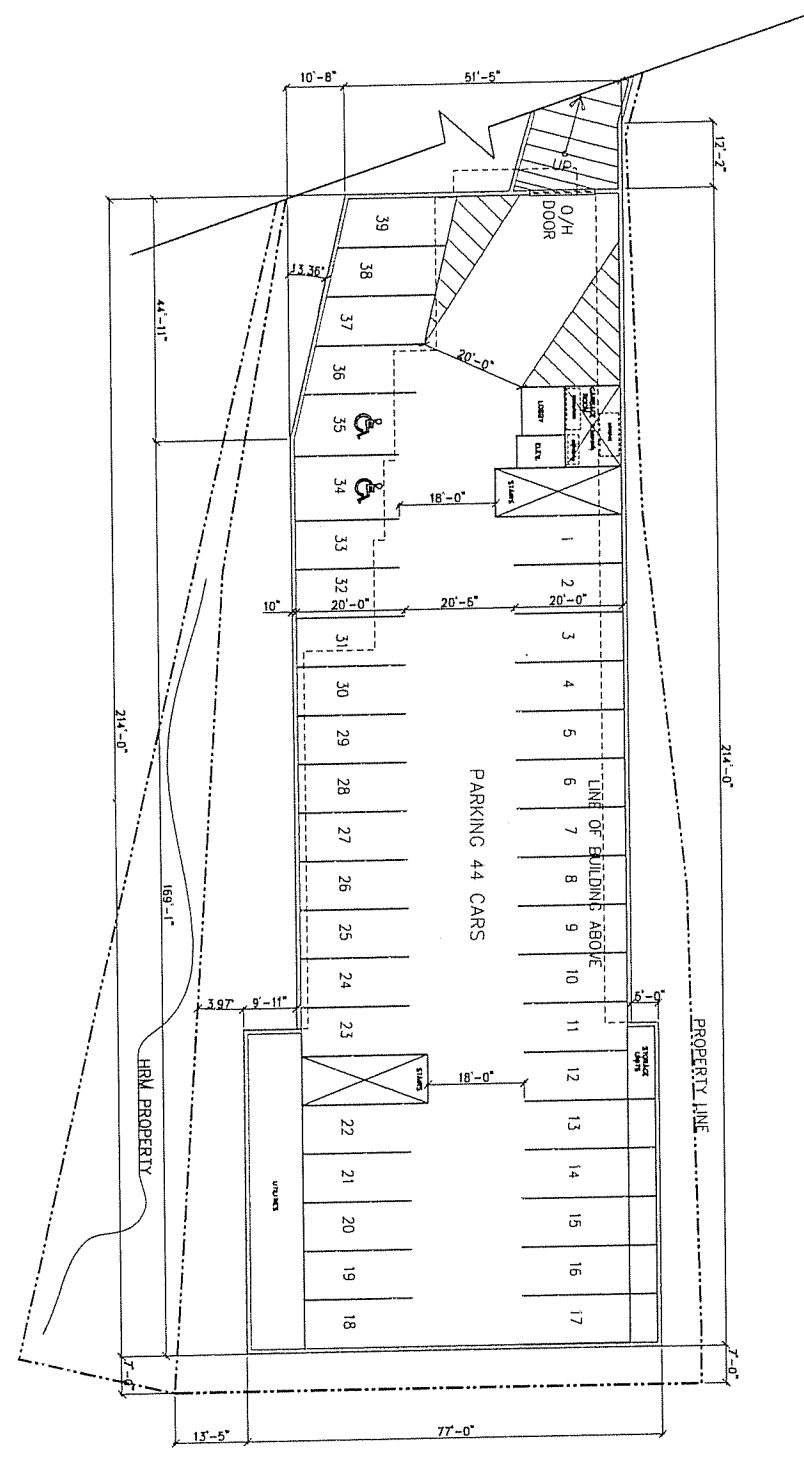
NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	2006-18
2	ISSUED FOR PERMITTING	2006-18
3	ISSUED FOR PERMITTING	2006-18
4	ISSUED FOR PERMITTING	2006-18

PARKING GARAGE

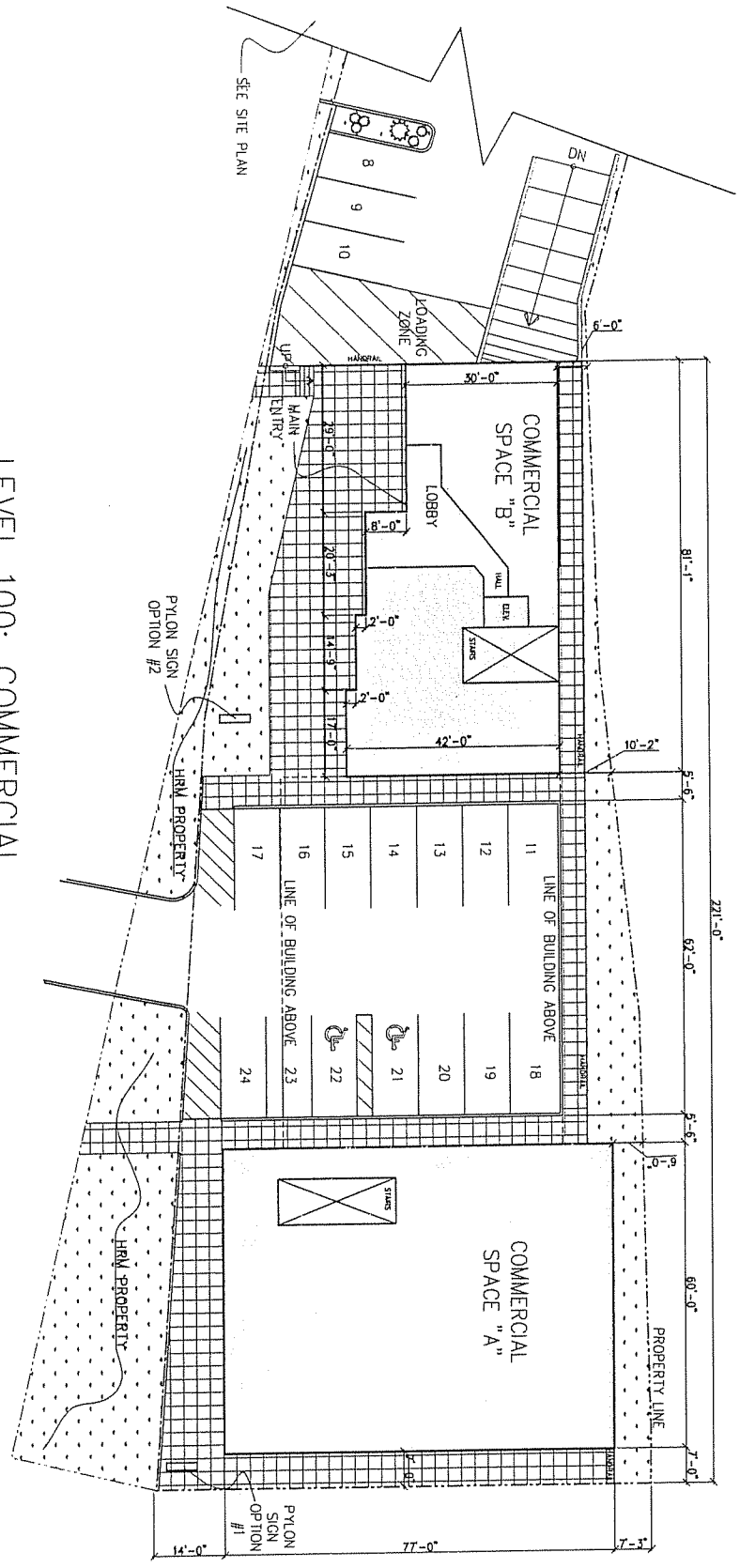
SCALE: 1" = 10'
 DATE: OCTOBER 2006
 PROJECT: P-1

UNDERGROUND PARKING

SCALE: 1"=10'



Schedule D



LEVEL 100: COMMERCIAL
SCALE: 1"=10'

COMMERCIAL AMENITY AREA: 11'211 sq. ft.

NOTES:
1. All construction shall be in accordance with the latest edition of the International Building Code and all applicable local codes and ordinances.
2. The design is based on the information provided by the client and is subject to change without notice.
3. The design is for general information only and is not to be used for construction without the approval of the architect.

PROJECT:
827 BEDFORD HIGHWAY
BEDFORD, NOVA SCOTIA

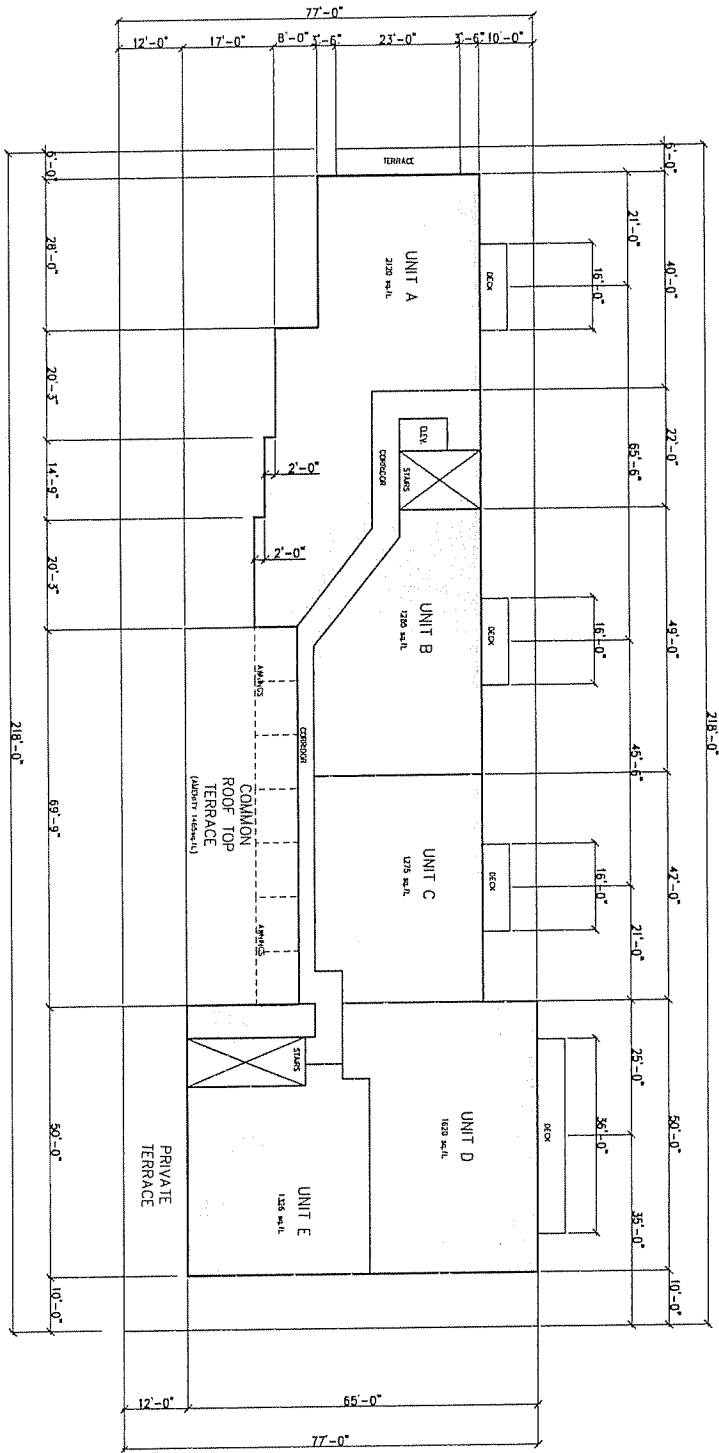
CONSULTANT:
WM FARES
ARCHITECTS
C R O U P
ARCHITECTS

NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	NOV 14 2006
2	ISSUED FOR CONSTRUCTION	NOV 14 2006

PROJECT NAME:
LEVEL 100

SCALE: 1" = 10'-0"
DATE: OCTOBER 2006
PROJECT NO.: 2006-18
ARCHITECT: WM FARES
DATE: A-1

Schedule F



LEVEL 300: RESIDENTIAL UNITS

SCALE: 1" = 10'

RESIDENTIAL AMENITY AREA:
SHARED 1455sq. ft.
PRIVATE: 1905sq. ft.

DESIGNER'S NOTE: Construction contract to be subject to the approval of the City of Chicago. Design and construction of units for construction purposes shall be subject to the approval of the City of Chicago. The design and construction shall be subject to the approval of the City of Chicago. The design and construction shall be subject to the approval of the City of Chicago. The design and construction shall be subject to the approval of the City of Chicago.

PROJECT
827 BEDFORD HIGHWAY
BEDFORD, ILLINOIS

CONSULTANT
WM FARES
ARCHITECTS
P.C.

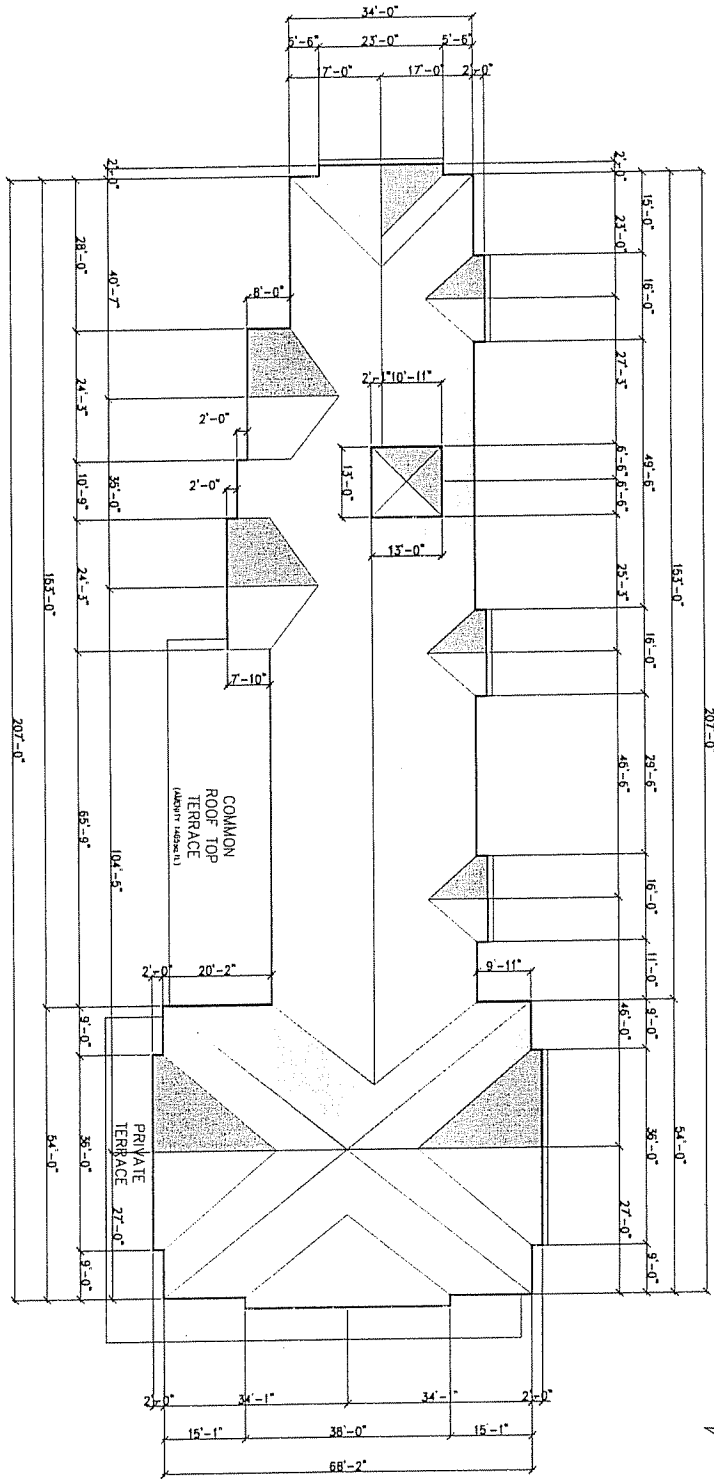
CONSULTANT
STAIR

NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	08/14/18
2	ISSUED FOR CONSTRUCTION	08/14/18

LEVEL 300

SCALE: 1" = 10'
DATE: 08/14/18
DRAWN BY: [Name]
CHECKED BY: [Name]
PROJECT NO.: 2006-18
SHEET NO.: A-3

Schedule G



ROOF PLAN
SCALE: 1"=10'



<p>NOTES: 1. All construction shall be in accordance with the latest edition of the International Building Code, and all materials shall be of the highest quality and meet the requirements of the applicable building codes and standards. All work shall be done in accordance with the applicable building codes and standards. All work shall be done in accordance with the applicable building codes and standards. All work shall be done in accordance with the applicable building codes and standards.</p>	
<p>PROJECT: 827 BEDFORD HIGHWAY BEDFORD, MOVA SC01A</p>	
<p>OWNER: WM FARES ARCHITECTS 1000 S. 10TH ST. ST. LOUIS, MO 63104</p>	
<p>DATE: 10/20/10</p>	
<p>SCALE: 1"=10'</p>	
<p>PROJECT NO: 2000-18</p>	
<p>DATE: 10/20/10</p>	
<p>SCALE: 1"=10'</p>	
<p>PROJECT NO: 2000-18</p>	
<p>DATE: 10/20/10</p>	

**Schedule "K"
Lighting Guidelines**

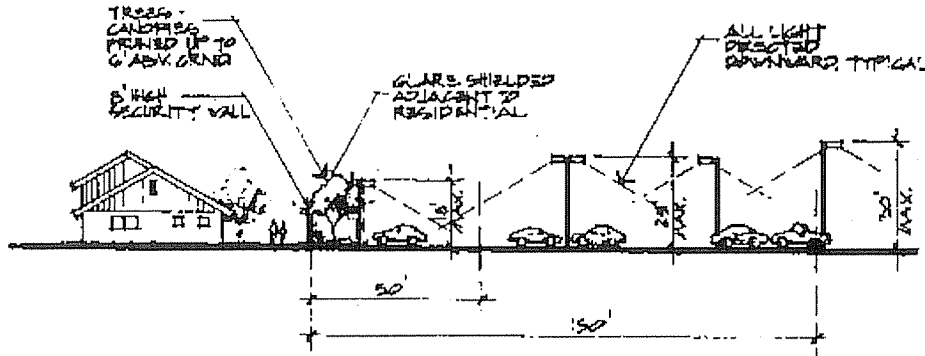
1. Purpose

The intent of these guidelines are to establish lighting levels for various typical uses to promote visual surveillance, reduce the potential for criminal activity, and meet energy constraints.

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 residential zone or within fifty (50) feet of, any residential used or zoned property; 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 residential used or zoned property; 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) Details of exterior lighting shall be provided to ensure compliance with the minimum illumination guidelines. The details shall be shown on the landscape site plan drawn to scale. Photometric calculations shall be detailed on an exterior lighting plan. Photometric calculations should be based on the "mean" light output per the manufacturer's values of the specified lamp and luminaire photometry data formatted on Illumination Engineering Society (I.E.S.) file complied by an approved testing laboratory. The details provided for exterior lighting should include point-to-point photometric calculations at intervals of not more than ten (10) feet, at ground level, and may also be required at six (6) feet above ground level, depending on the applicable risk factors.
- (e) 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.

The following illustration demonstrates how security lighting may be configured to shield adjoining property from unnecessary glare and conform to the outdoor light control provisions.



3. Minimum Illumination Guidelines

All minimum illumination guidelines, below, should be maintained from ground level to a height of six (6) feet. The minimum-to maximum uniformity ratio may range up to 6:1 in acceptable layouts.

The lighting levels specified are the minimum levels that are typically acceptable. In some circumstances, customer convenience, closed-circuit surveillance, and customer attraction may require a higher level of lighting. In addition, demographics, the crime index and other factors particular to a certain geographic area may require a higher level of lighting than listed below.

Activity Risk and Minimum FC	Land Use
High Risk Activity 4-5 FC	<ul style="list-style-type: none"> · ATM · Cluster Mail Boxes (minimum of 20' radius from edge of mail box) · Pay Phones · Gated Communities Entries · Pedestrian Tunnels and Covered Pedestrian Walkways · Bus/Transit Shelters · All exterior entrances (typically 5 FC of light will be the recommended minimum standard with a radius of 15' from the center of each door. However, each entrance will be assessed based upon use and risk)

Activity Risk and Minimum FC	Land Use
Medium High Risk Activity 3-4 FC	<ul style="list-style-type: none"> · Convenience Stores · Covered Parking (carports) · Fast Food · Pharmacies · Pool Halls · Loading Docks/Areas · Grocery Stores (24 hour, immediate parking area) · Establishments Licensed for the Sale of Liquor · Parking Structures (10 FC daytime)(parking garages, multilevel)
Medium Risk Activity 2-3 FC	<ul style="list-style-type: none"> · Gas Stations (not convenience stores) · Entertainment/Amusement · Video Stores · Laundries · Banks · Restaurants (no liquor) · Hotels/Motels · Video Halls · Card/Telemarketing · Malls
Medium Low Risk Activity 1-2 FC	<ul style="list-style-type: none"> · Multi-Housing · Health Care · Industrial (night use) · Preschools · Worship · Hospital · General Retail · Dental · Warehouse (night use) · Educational · Storage · General office (night use) · Grocery stores (non 24 hours)
Low Risk Activity .50-1	<ul style="list-style-type: none"> · Warehouse (day use) · Office (day use only) · Greenbelt · Car Dealers (after hours) · Parks · Industrial (day use) · Mini-storage · Retention areas · Walkways in Apartment Complexes

4. Filtering and Shielding.

All outdoor light fixtures except those exempted shall be fully shielded and shall have glass acrylic or translucent enclosures. (Quartz glass does not meet this requirement.)

Requirements for Shielding and Filtering

Fixture Lamp Type	Shielded	Filtered ¹
Low Pressure Sodium ²	Fully	None
High Pressure Sodium	Fully	None
Metal Halide ³	Fully	Yes
Fluorescent	Fully ⁴	Yes ⁵
Quartz ⁶	Fully	None
Incandescent Greater than 100W	Fully	None
Incandescent 100W or Less	None	None
Mercury Vapor	Not Permitted	Not Permitted
Glass Tubes filled with Neon, Argon, Krypton	None	None

¹ Most glass, acrylic or translucent enclosures satisfy these filter requirements

² This is the preferred light source to minimize undesirable light into the night sky affecting astronomical observations.

³ Metal halide lamps shall be in enclosed luminaries.

⁴ Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within do not require shielding.

⁵ Warm white natural lamps are preferred to minimize detrimental effects.

⁶ For the purposes of this article, quartz lamps shall not be considered an incandescent light source.

5. 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.

6. 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. 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. All illuminated outdoor advertising signs shall be equipped with an automatic time controller that prevents the operation of the lighting fixtures between the hours of 11:00 p.m. and sunrise.
- (b) Mercury vapor. The installation of mercury vapor fixtures is prohibited.
- (c) Construction and emergency lighting. Lighting necessary for construction or emergencies is exempt from the provisions of this article, provided said lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating said lighting.

Attachment B
Response to Sidewalk - WM Fares

From: Cesar Saleh
To: "Andrew Bone"
Date: 7/21/2010 12:08 pm

Subject: RE: 01250 Louisburg Sidewalk

Hi Andrew,

Further to our discussion, it is our position that the recommendation by North West Planning Advisory Committee for the developer to construct a sidewalk along the frontage of 827 Bedford Highway is unrealistic and would put additional economical pressure on the viability of the project.

In support of our argument we note the following:

The site has a highly irregular shape with varying depth between 10 feet and 97 feet, and a long frontage of 516 feet. Despite the very long frontage, which gives an indication of a very large piece of land, the total land area is 30,800 square feet (.7 acres). In comparison had this site been a square site (516x516) the lot area would be 266,000 sq.ft., or even a more common rectangular shape (258 x 516) the lot area would have been 133,000 square feet. In both cases the developable area would have been what is typically expected with the existing frontage. This irregular shape of land has restricted the proposed commercial building in geometry and size, and consequently making the economics of this development very challenging. To illustrate our point please refer to the proposed site plan; 273 feet of the 516 total frontage is consumed only by non disturbance area required for environmental set back from the brook, and surface parking. The site servicing of the subject land have also put very significant economical challenges on the future development of this site. These are:

1. The client had to pay capital cost contribution for the recent services along the Bedford Highway. Unfortunately, this was also based on lot frontage, and the owner had to pay in excess \$ 250,000 for his share;
2. To compound things even further, it appears from our recent research that the services along the Bedford Highway where partially installed too close and in some instances on the owner's property in error. This has caused further restrictions and prompted necessary adjustments in the design, and a required Right of Way in favour of HRM to account for the error.
3. Currently a storm line which collects storm water from the Southgate/Glenmont area discharges on the subject site. In order to develop the subject site, it is necessary for the developer to install, at his cost, a new 330 feet storm line to divert the storm to the next manhole.

The requirement to install 516 feet of sidewalk would compound the economic challenges of developing the subject site. Also, please take into consideration that there is no sidewalk on either side of this proposed development.

Regards,
Cesar Saleh, P.Eng
W. M. Fares Group
Tel: (902) 457-6676 ext. 17
Fax:(902) 457-4686