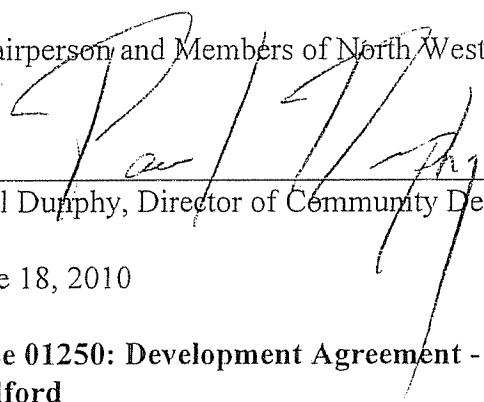




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

North West Planning Advisory Committee
July 7, 2010

TO: Chairperson and Members of North West Planning Advisory Committee

SUBMITTED BY: 
Paul Murphy, Director of Community Development

DATE: June 18, 2010

SUBJECT: **Case 01250: Development Agreement - 827 Bedford Highway,
Bedford**

ORIGIN:

Development agreement application by W.M. Fares.

RECOMMENDATION:

It is recommended that North West Planning Advisory Committee recommend that North West Community Council:

1. Give Notice of Motion to the proposed development agreement as provided in Attachment A, 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.
3. Require the agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, 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.

EXECUTIVE SUMMARY

W.M. Fares is seeking approval of a development agreement pertaining to one of the Comprehensive Development District lands located in Bedford. The lands, illustrated on Map 1, encompass 30,892 square feet (0.28 hectares) to the north of the Bedford Highway and located south of the main CN Rail line.

The development proposal includes a mixed use building with two floors of commercial / office space and a single floor of residential units. A combination of underground and above ground parking is provided. The proposed agreement (Attachment A) permits a building which is appropriately scaled for the site.

A Public Information Meeting was held on May 20, 2009 to discuss the proposed development. Attachment B of this report contains a summary of this meeting. On October 14, 2009 Bedford Waters Advisory Board provided a positive recommendation on the proposed development and the proposed Stormwater Management Plan (Attachment C). Staff is recommending approval of the proposed development agreement (Attachment A) as it complies with the relevant policies for the Bedford Municipal Planning Strategy.

BACKGROUND:

The subject property is zoned Commercial Comprehensive Development District (CCDD) and all developments in this zone are subject to a development agreement.

Location, Designation and Zoning

The subject property is located at 827 Bedford Highway in Bedford. The site is approximately 30,892 square feet (0.28 hectares) in size and is subject to the policies of the Bedford Municipal Planning Strategy (MPS). The lands are currently designated and zoned Commercial Comprehensive Development District (CCDD)(Map 1 and 2). The site is in a disturbed but undeveloped state and was recently used as a staging ground for the extension of municipal services to the Glenmount subdivision. The site is capable of being serviced with central sewer and water services.

Surrounding Land Uses

The lands are adjacent to the main CN Rail line and the Waterfront Development lands on the Bedford Waterfront. Lands to the east of the site are currently developed as the Traveler's Motel and are zoned Commercial Comprehensive Development District (CCDD) as well. To the north and on the other side of the CN Rail line are undeveloped lands of the Waterfront Development Corporation. These lands are designated and zoned Waterfront Comprehensive Development District (WFCDD). On the south side of the Bedford Highway a site is currently being developed as a commercial building, multiple unit dwelling and several townhouses under the Southgate Village development agreement.

HRM Vision

Bedford's Community Vision and Action Plan was adopted in principle by HRM Council on 30th of October 2007 and an implementation project is currently underway. The proposed request relates to a parcel of land which is within the Bedford Vision. While policy is currently being drafted, the applicant does have the right to pursue options currently available in the Bedford MPS. Further, it is the opinion of staff the proposed development is in keeping with the Bedford Waterfront Design Study.

Enabling Policy

On a parcel of land zoned CCDD, applications can be entertained for commercial or a mix of commercial and residential land uses. Enabling policies C7, C-8, C-9 and C-13 (Attachment D) provide guidance as far as the scope of development that can be entertained and development is intended to be limited based on compatibility and scale.

Proposal

The application consists of a three storey building with a footprint of approximately 16,560 square feet (1538m²). The first floor and second floor is office and commercial uses and the third floor is for five residential dwelling units. The site contains a mixture of above ground and underground parking. The building is constructed out of a mixture of materials which includes finishes such as stone, clapboard and stucco. Floor plans and building elevations are provided as Schedules B through J of Attachment A.

DISCUSSION:

The following is a highlight of the primary concerns relating to the relevant policy intent and criteria:

Consistency with Enabling Policy

Staff have reviewed the proposed development and have determined that the proposal meets the intent of the enabling policy. Staff wish to note that typically the CCDD policy requires the negotiation of a development agreement for all land holdings within the CCDD Zone in the surrounding area. Lands adjacent to the site, including the Travelers and Esquire Motel sites, are also zoned CCDD Zone. Past practice by the Town of Bedford was to allow for individual properties such as the Clearwater Lobster site to proceed on an individual basis. Further, the developer has indicated that the adjacent property owner was not willing to proceed with a planning process at this time and staff are satisfied with this single site approach under these circumstances.

Lot Coverage and Setbacks

The proposed building has a lot coverage of approximately 53 percent. This is greater than the typical maximum lot coverage of 50 percent. Staff are of the opinion that this coverage is acceptable because most of this coverage will be underground and the above ground structures appear at approximately 40 percent.

The setbacks for this building from the front lot line, rear lot line and side lot line were originally zero. The front yard setback was increased to ensure adequate setbacks from existing sewer and water lines. The side yard and rear yard setbacks remain close to zero. Because of the challenging layout of the lot, staff are of the opinion that the proposed setbacks are reasonable to enable the development of the site. Further, requirements in the development agreement require the developer to receive permission from adjacent land owners to disturb any adjacent lands, if required.

Architectural Scale and Aesthetic

The scale of the building is consistent with other developments in the immediate area. The building is proposed at three storeys plus the roof structure with the peak of the roof at approximately 52 feet (15.85m) above established grade on the Bedford Highway side of the property. This proposal would be similar in height to commercial buildings approved for construction opposite this site at 836 Bedford Highway. The scale of the building is appropriate for the site.

The primary public comment from the public information meeting was related to the look and construction materials proposed for the building. After the public information meeting, the applicant redesigned the exterior of the building to a more traditional Bedford aesthetic. This aesthetic could be defined by traditional building materials such as clapboard, brick or stone, with traditional building forms including features such as peaked roofs. Staff have reviewed the proposed new design (Schedules H through I of Attachment A) and are of the opinion that the architectural style of the building is complimentary to existing aesthetics found within the Bedford area.

Compatibility with Vision

While the implementation of the Bedford Vision is not complete, staff are of the opinion that the proposal does not violate the intent of the Bedford Vision.

Bedford Waters Advisory Board

Bedford Waters Advisory Board reviewed the proposed development at their October 14, 2009 meeting. Their summary recommendation is attached as Attachment C. It is staff's opinion the matters raised by the Board have been reasonably implemented through the proposed development agreement (Attachment A) or are addressed through the standard HRM permitting process.

Conclusion

Staff are satisfied that the proposed development for a mixed use building meets the requirement of the Bedford Municipal Planning Strategy and are recommending approval of the proposed development agreement as indicated in the recommendation section of this report.

BUDGET IMPLICATIONS

There are no budget implications at this time. The Developers 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 the 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

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on May 20, 2009. A public hearing has to be held by Council before they can consider approval of any amendments.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 2. Attachment B contains a copy of the minutes from the meeting. Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 2.

The proposed development agreement will potentially impact (but not limited to) the following stakeholders: local residents and property owners.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement as provided in Attachment A. This is the recommendation.
2. Alternatively, Council may choose to refuse to approve the proposed development agreement as provided in Attachment A and B. This is not recommended.
3. Council may choose to amend the proposed development agreement. This action may require additional negotiation with the applicant.

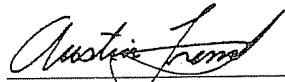
ATTACHMENTS:

Map 1 Generalized Future Land Use
Map 2 Zoning

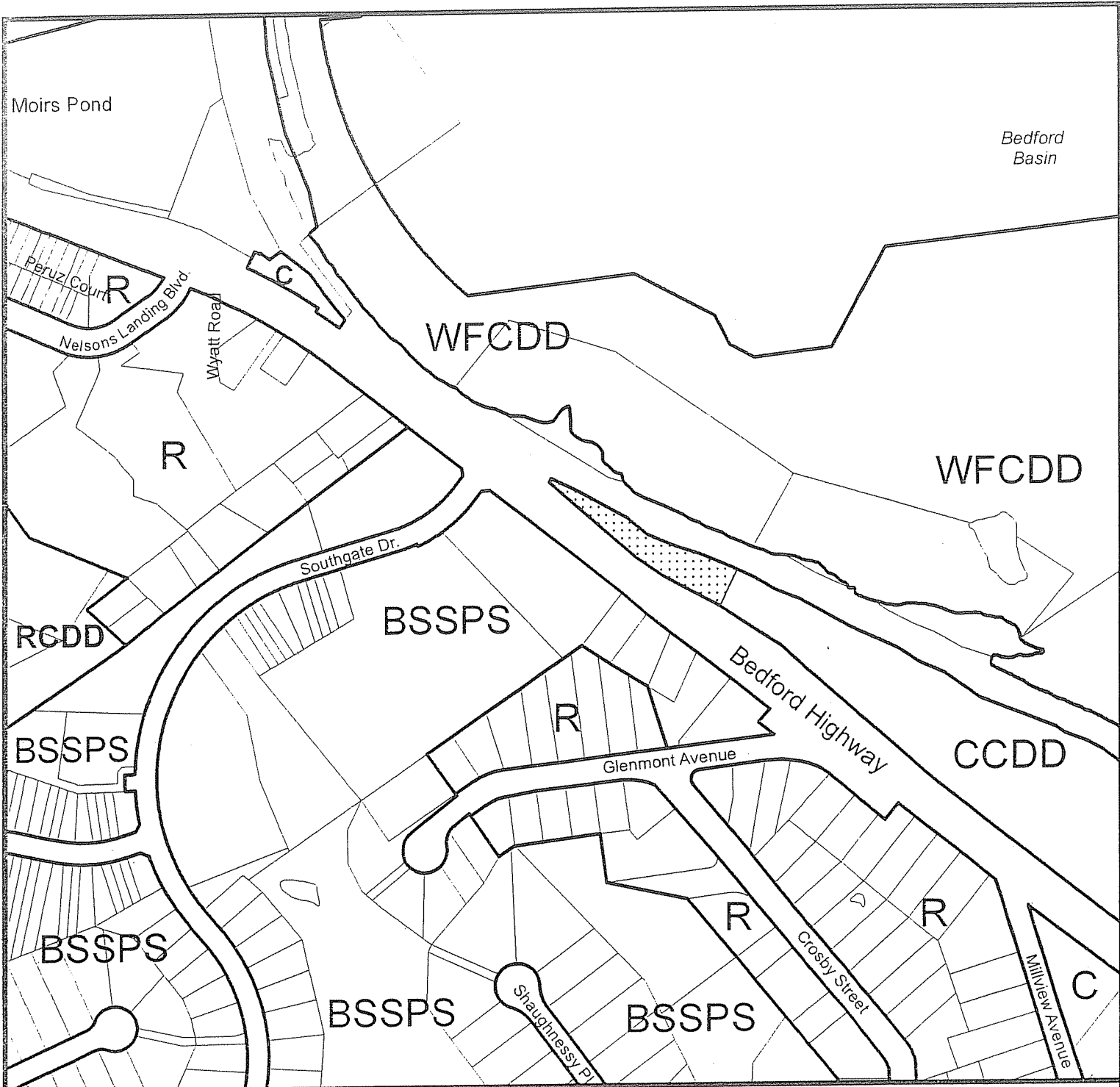
Attachment A: Development Agreement
Attachment B: Minutes from Public Meeting on May 20, 2009
Attachment C: Bedford Waters Advisory Committee Minutes - October 14, 2009
Attachment D: Relevant Bedford MPSPolicy

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, Community Development 869-4226



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



Map 1
Generalized Future Land Use



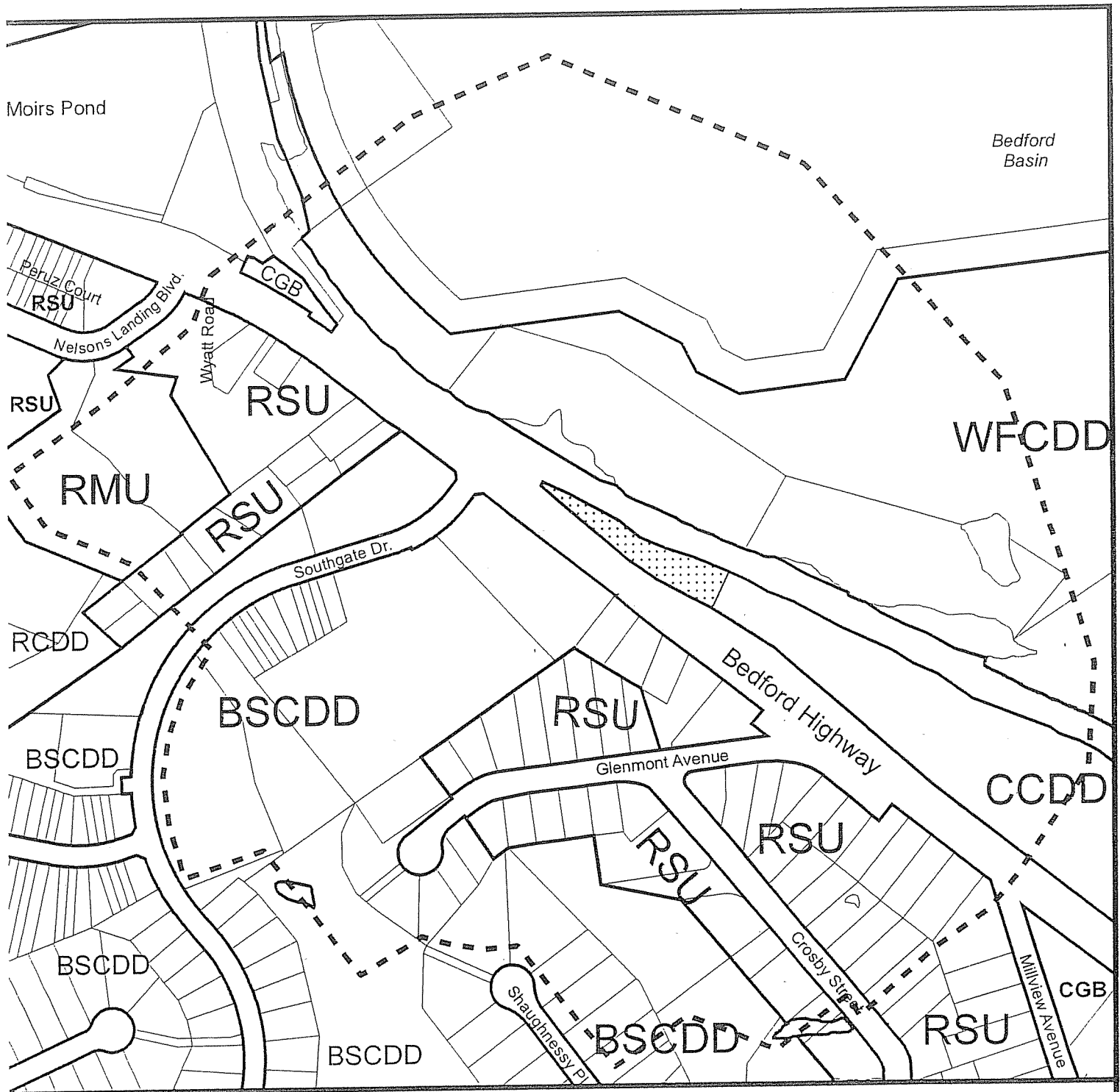
Subject Property

HALIFAX
REGIONAL MUNICIPALITY
Community Development
Planning Services

R Residential Designation
C Commercial Designation
CCDD Commercial Comprehensive Development District

BSSPS Bedford South Secondary Planning Strategy
WFCDD Waterfront Comprehensive Development District
RCDD Residential Comprehensive Development District





Map 2
Zoning



Subject Property



Notification Area



- RSU Single Dwelling Unit Zone
- RMU Multiple Unit Dwelling Zone
- CGB General Business District Zone
- CCDD Commercial Comprehensive Development District

- BSCDD Bedford South Comprehensive Development District
- WFCDD Waterfront Comprehensive Development District
- RCDD Residential Comprehensive Development District



ATTACHMENT "A"
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, sun decks 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.

Landscaping Plan Details

3.9.2 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

3.9.3 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

3.9.4 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

3.9.5 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

- 3.9.6 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.
- 3.9.7 Main walkways for the building and intended for public use (excluded maintenance pathways) shall be designed to barrier free standards.

Fencing

- 2.9.8 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

- 3.9.9 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:

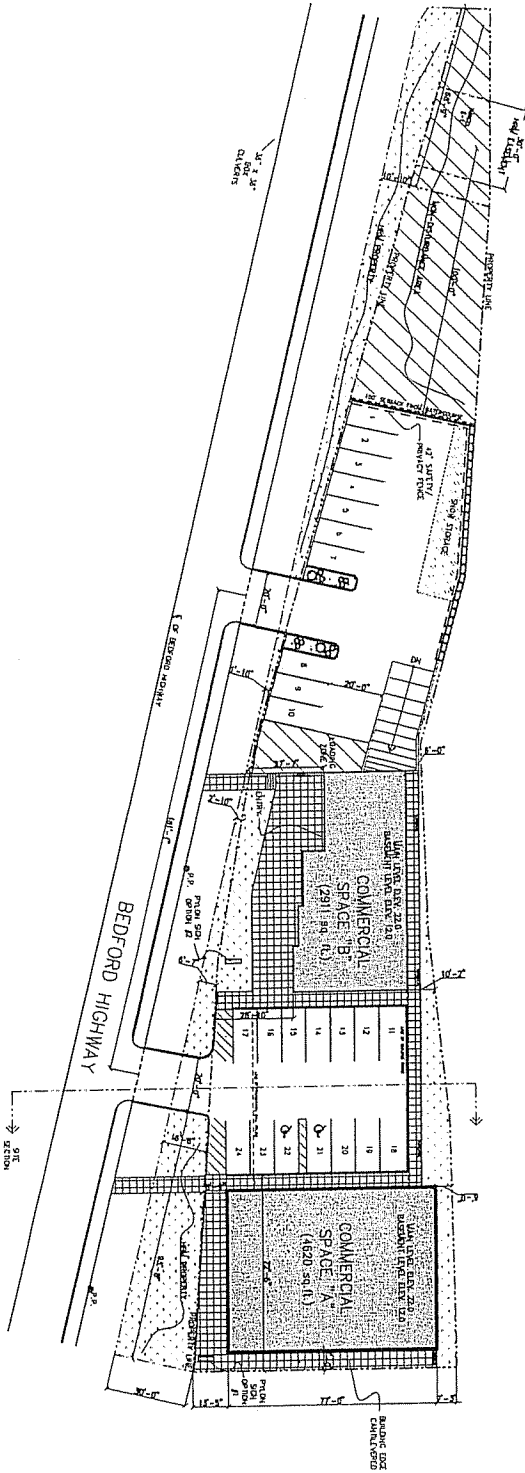
- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

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

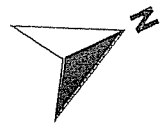
Signed, sealed and delivered)	
in the presence of:)	LOUISBURG DEVELOPMENTS
)	LIMITED
)	
per: _____)	per: _____
)	
)	
per: _____)	per: _____
)	
Sealed, Delivered and Attested)	HALIFAX REGIONAL MUNICIPALITY
by the proper signing officers of)	
Halifax Regional Municipality)	
duly authorized on that behalf)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

Schedule B

NON-DISTURANCE AREA



SITE PLAN
SCALE: 1" = 20'



NOTE:
1. THE BUILDING AREA IS PERMITTED TO BE CONSIDERED AS A NON-DISTURBANCE AREA.
2. THE BUILDING AREA IS PERMITTED TO BE CONSIDERED AS A NON-DISTURBANCE AREA.

THIS PLAN, specification related to the project or the project or related documents. Any modification to the project, including but not limited to, changes in site conditions, and any other information that may affect the project, shall be the responsibility of the client. The designer shall be responsible for the project and the client shall be responsible for the project. The designer shall be responsible for the project and the client shall be responsible for the project.

PROJECT:
827 BEDFORD HIGHWAY
BEDFORD, IOWA 50801

CONSULTANT:

WM FARMS
ARCHITECTS & INTERIORS, INC.

DATE:

NO.	REVISION	DATE
1	ISSUED TO CLIENT FOR REVIEW	10/15/18
2	ISSUED TO CLIENT FOR REVIEW	10/15/18
3	ISSUED TO CLIENT FOR REVIEW	10/15/18

SITE PLAN

SCALE: 1" = 20'
DATE: 2008-18
SD1

Schedule C

FILE LOCATION: 062470

NOTES:
 1. The contractor shall be responsible for the design of the parking garage structure and shall provide all necessary details for the foundation and structure. The contractor shall also be responsible for the design of the parking garage structure and shall provide all necessary details for the foundation and structure. The contractor shall also be responsible for the design of the parking garage structure and shall provide all necessary details for the foundation and structure.

PROJECT:
 827 BEDFORD HIGHWAY
 BEDFORD, NOVA SCOTIA

DESIGNER:
WM FARES
 ARCHITECTS & ENGINEERS
 1000 UNIVERSITY AVENUE
 WILLOWDALE, ONTARIO

DATE:
 2006-18

NO.	REVISION	DATE
1	ISSUE FOR PERMITTING	NOV 2, 2006
2	ISSUE FOR PERMITTING	NOV 2, 2006
3	ISSUE FOR PERMITTING	NOV 2, 2006
4	ISSUE FOR PERMITTING	NOV 2, 2006
5	ISSUE FOR PERMITTING	NOV 2, 2006
6	ISSUE FOR PERMITTING	NOV 2, 2006
7	ISSUE FOR PERMITTING	NOV 2, 2006
8	ISSUE FOR PERMITTING	NOV 2, 2006
9	ISSUE FOR PERMITTING	NOV 2, 2006
10	ISSUE FOR PERMITTING	NOV 2, 2006
11	ISSUE FOR PERMITTING	NOV 2, 2006
12	ISSUE FOR PERMITTING	NOV 2, 2006
13	ISSUE FOR PERMITTING	NOV 2, 2006
14	ISSUE FOR PERMITTING	NOV 2, 2006
15	ISSUE FOR PERMITTING	NOV 2, 2006
16	ISSUE FOR PERMITTING	NOV 2, 2006
17	ISSUE FOR PERMITTING	NOV 2, 2006
18	ISSUE FOR PERMITTING	NOV 2, 2006
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20	ISSUE FOR PERMITTING	NOV 2, 2006
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30	ISSUE FOR PERMITTING	NOV 2, 2006
31	ISSUE FOR PERMITTING	NOV 2, 2006
32	ISSUE FOR PERMITTING	NOV 2, 2006
33	ISSUE FOR PERMITTING	NOV 2, 2006
34	ISSUE FOR PERMITTING	NOV 2, 2006
35	ISSUE FOR PERMITTING	NOV 2, 2006
36	ISSUE FOR PERMITTING	NOV 2, 2006
37	ISSUE FOR PERMITTING	NOV 2, 2006
38	ISSUE FOR PERMITTING	NOV 2, 2006
39	ISSUE FOR PERMITTING	NOV 2, 2006

PROJECT TITLE:
 PARKING GARAGE

SCALE:
 1" = 10'

DATE:
 2006-18

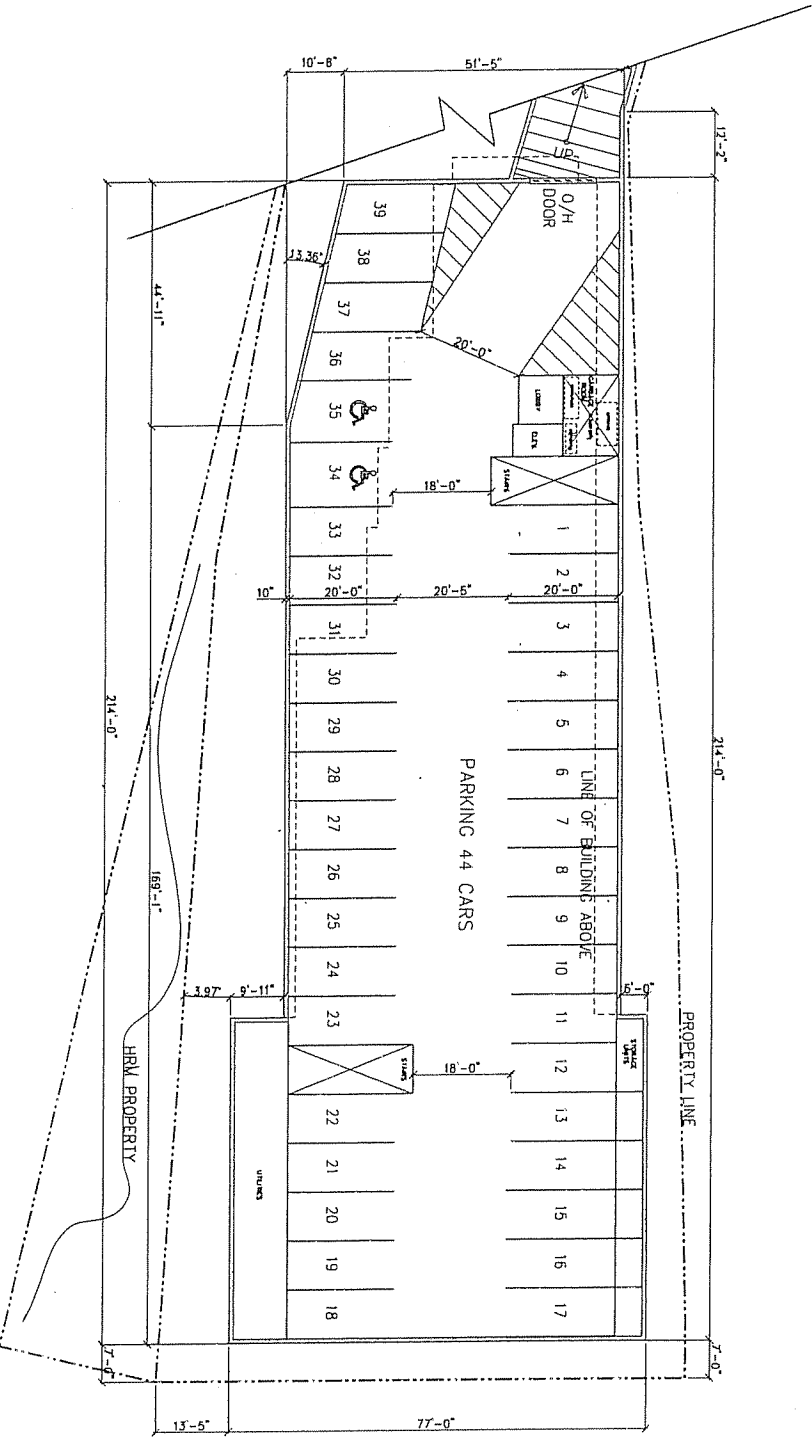
DATE:
 2006-18

SCALE:
 1" = 10'

DATE:
 2006-18

UNDERGROUND PARKING

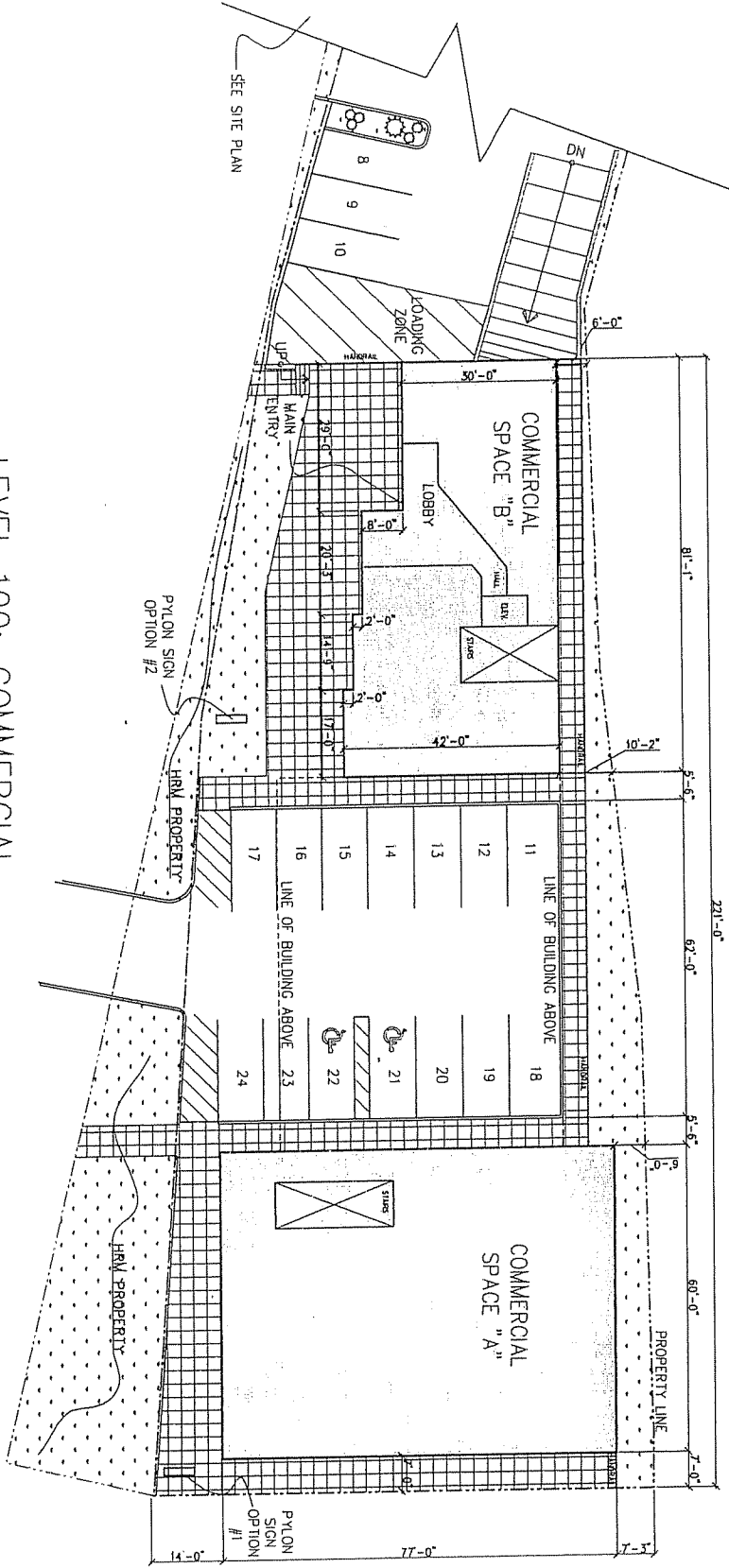
SCALE: 1" = 10'



Schedule D

LEVEL 100: COMMERCIAL
SCALE: 1"=10'

COMMERCIAL AMENITY AREA: 11'211 sq. ft.



NOTES:
1. THE ARCHITECT'S RESPONSIBILITY IS TO DESIGN THE BUILDING AND TO PROVIDE THE ARCHITECTURAL AND ENGINEERING SERVICES AS SPECIFIED IN THE CONTRACT DOCUMENTS.
2. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE STRUCTURE OR FOR THE DESIGN OF THE MECHANICAL, ELECTRICAL, PLUMBING, AND OTHER SPECIALTY SYSTEMS.
3. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE INTERIOR FINISHES OR FOR THE DESIGN OF THE LANDSCAPE ARCHITECTURE.
4. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE SIGNAGE OR FOR THE DESIGN OF THE FURNITURE.
5. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE SECURITY SYSTEMS OR FOR THE DESIGN OF THE ACCESS CONTROL SYSTEMS.
6. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE ENERGY MANAGEMENT SYSTEMS OR FOR THE DESIGN OF THE SUSTAINABLE DESIGN STRATEGIES.
7. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE TRANSPORTATION SYSTEMS OR FOR THE DESIGN OF THE PARKING SYSTEMS.
8. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE UTILITIES OR FOR THE DESIGN OF THE TELECOMMUNICATIONS SYSTEMS.
9. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE SPECIALTY SYSTEMS OR FOR THE DESIGN OF THE BUILDING INFORMATION MODELING (BIM) SYSTEMS.
10. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE CONSTRUCTION MANAGEMENT SYSTEMS OR FOR THE DESIGN OF THE CONSTRUCTION SCHEDULING SYSTEMS.
11. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE OPERATIONAL SYSTEMS OR FOR THE DESIGN OF THE MAINTENANCE SYSTEMS.
12. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE LEGAL SYSTEMS OR FOR THE DESIGN OF THE REGULATORY SYSTEMS.
13. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE FINANCIAL SYSTEMS OR FOR THE DESIGN OF THE ECONOMIC SYSTEMS.
14. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE SOCIAL SYSTEMS OR FOR THE DESIGN OF THE CULTURAL SYSTEMS.
15. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE ENVIRONMENTAL SYSTEMS OR FOR THE DESIGN OF THE CLIMATE SYSTEMS.
16. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE POLITICAL SYSTEMS OR FOR THE DESIGN OF THE GOVERNANCE SYSTEMS.
17. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE ETHICAL SYSTEMS OR FOR THE DESIGN OF THE MORAL SYSTEMS.
18. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE RELIGIOUS SYSTEMS OR FOR THE DESIGN OF THE SPIRITUAL SYSTEMS.
19. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE PHILOSOPHICAL SYSTEMS OR FOR THE DESIGN OF THE METAPHYSICAL SYSTEMS.
20. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE SCIENTIFIC SYSTEMS OR FOR THE DESIGN OF THE TECHNOLOGICAL SYSTEMS.
21. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE ARTISTIC SYSTEMS OR FOR THE DESIGN OF THE AESTHETIC SYSTEMS.
22. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE LITERARY SYSTEMS OR FOR THE DESIGN OF THE CULTURAL SYSTEMS.
23. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE HISTORICAL SYSTEMS OR FOR THE DESIGN OF THE HERITAGE SYSTEMS.
24. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE LEGAL SYSTEMS OR FOR THE DESIGN OF THE REGULATORY SYSTEMS.

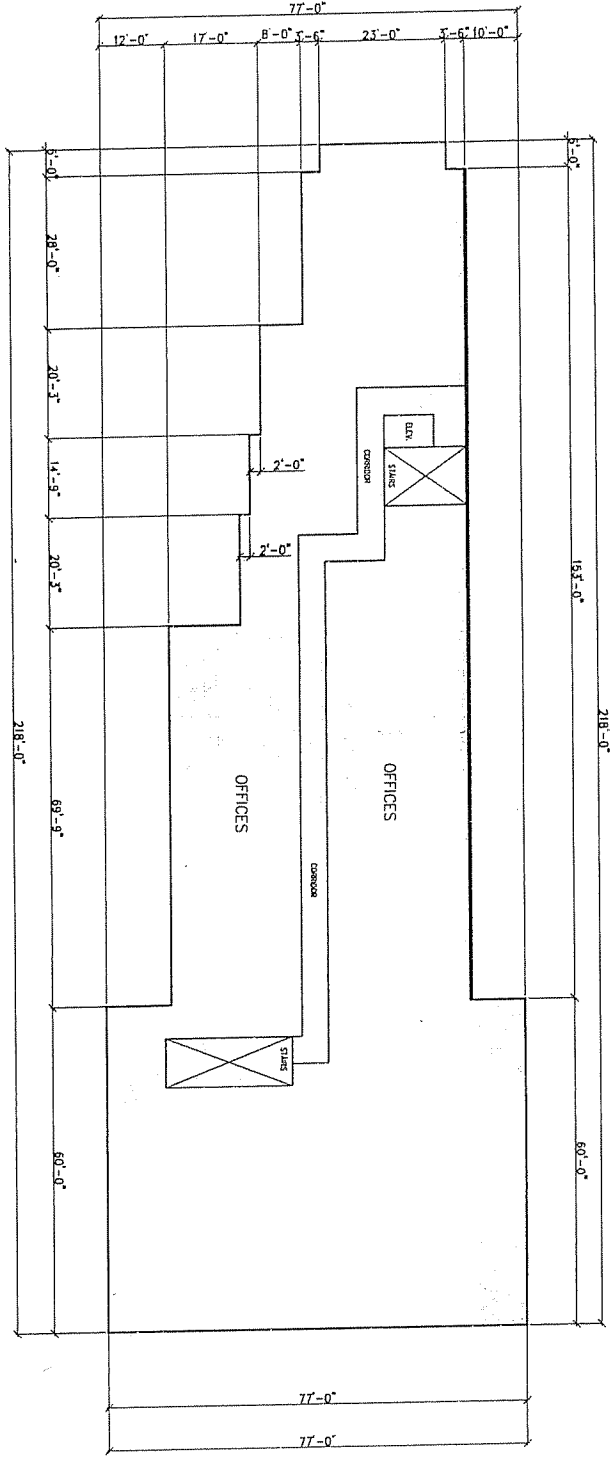
PROJECT:
827 BEDFORD HIGHWAY
BEDFORD, NEW SCOTIA

ARCHITECT:
WM FARES
ARCHITECTS & ENGINEERS
11111 15th Avenue
Edmonton, Alberta T6E 4E2
Canada
Tel: 780.443.1111
Fax: 780.443.1112
www.wmfares.com

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	11/11/11
2	ISSUED FOR PERMITTING	11/11/11
3	ISSUED FOR PERMITTING	11/11/11

LEVEL 100
SCALE: 1"=10'
DATE: OCTOBER 2011
SHEET: A-1
PROJECT NO: 2006-18

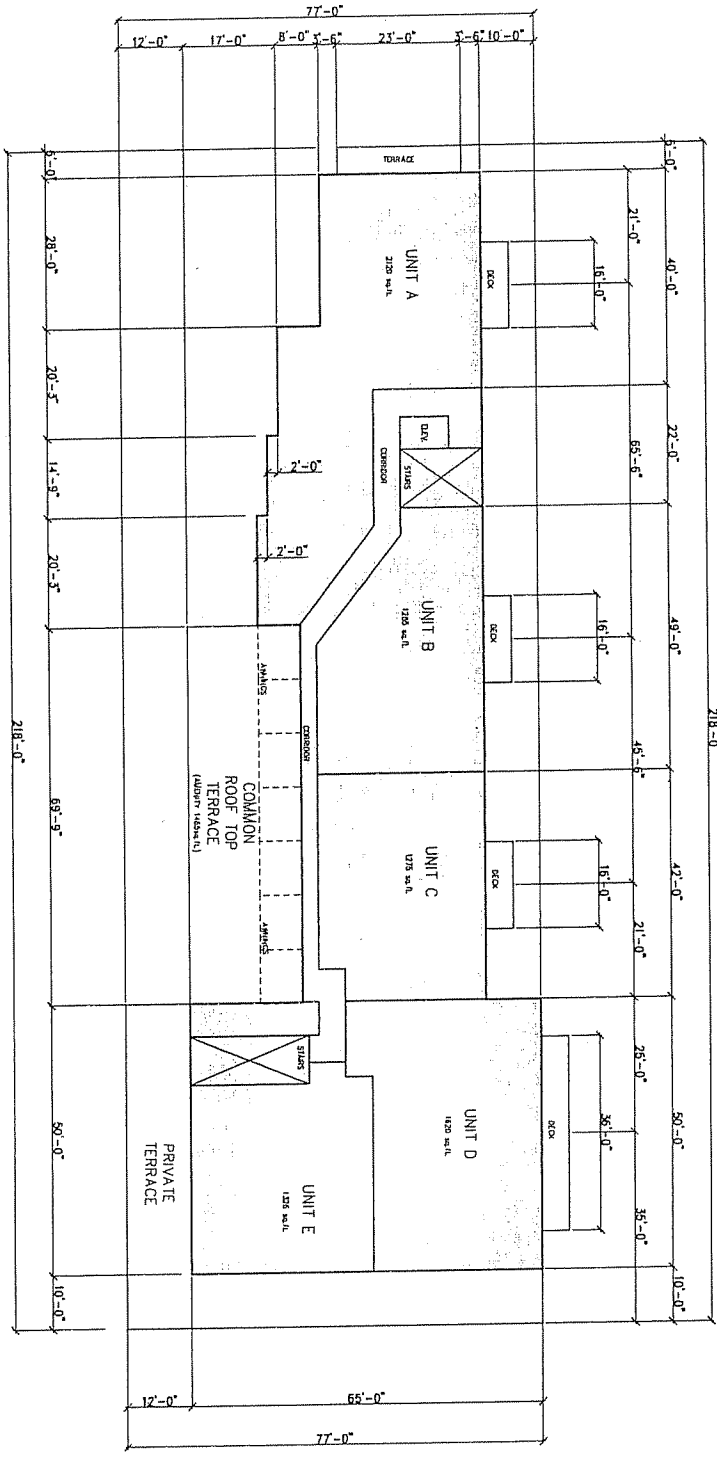
Schedule E



LEVEL 200: OFFICES
SCALE: 1"=10'

<p>NOTES</p> <p>1. All dimensions are in feet and inches unless otherwise noted.</p> <p>2. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>3. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>4. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>5. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>6. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>7. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>8. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>9. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>10. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>11. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>12. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>13. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>14. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>15. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>16. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>17. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>18. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>19. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>20. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>21. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>22. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>23. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>24. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>25. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>26. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>27. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>28. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>29. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>30. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>31. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>32. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>33. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>34. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>35. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>36. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>37. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>38. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>39. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>40. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>41. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>42. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>43. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>44. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>45. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>46. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>47. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>48. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>49. All dimensions are to the centerline of the wall unless otherwise noted.</p> <p>50. All dimensions are to the centerline of the wall unless otherwise noted.</p>	<p>PROJECT</p> <p>827 BEDFORD HIGHWAY</p> <p>BEDFORD, HIGH, SCOTIA</p>	<p>DATE</p> <p>06/18/18</p>	<p>SCALE</p> <p>1"=10'</p>	<p>SHEET NO.</p> <p>A-2</p>	<p>DATE</p> <p>06/18/18</p>

Schedule F



LEVEL 300: RESIDENTIAL UNITS

SCALE: 1" = 10'

RESIDENTIAL AMENITY AREA:
 SHARED: 146528 sq. ft.
 PRIVATE: 150254 sq. ft.

NOTES:
 1. All work shall be in accordance with the provisions of the 2006 International Building Code, unless otherwise indicated.
 2. All work shall be in accordance with the provisions of the 2006 International Mechanical Code, unless otherwise indicated.
 3. All work shall be in accordance with the provisions of the 2006 International Fire Code, unless otherwise indicated.
 4. All work shall be in accordance with the provisions of the 2006 International Energy Conservation Code, unless otherwise indicated.
 5. All work shall be in accordance with the provisions of the 2006 International Plumbing Code, unless otherwise indicated.
 6. All work shall be in accordance with the provisions of the 2006 International Electrical Code, unless otherwise indicated.
 7. All work shall be in accordance with the provisions of the 2006 International Fire and Safety Code, unless otherwise indicated.
 8. All work shall be in accordance with the provisions of the 2006 International Building Code, unless otherwise indicated.
 9. All work shall be in accordance with the provisions of the 2006 International Mechanical Code, unless otherwise indicated.
 10. All work shall be in accordance with the provisions of the 2006 International Fire Code, unless otherwise indicated.
 11. All work shall be in accordance with the provisions of the 2006 International Energy Conservation Code, unless otherwise indicated.
 12. All work shall be in accordance with the provisions of the 2006 International Plumbing Code, unless otherwise indicated.
 13. All work shall be in accordance with the provisions of the 2006 International Electrical Code, unless otherwise indicated.
 14. All work shall be in accordance with the provisions of the 2006 International Fire and Safety Code, unless otherwise indicated.
 15. All work shall be in accordance with the provisions of the 2006 International Building Code, unless otherwise indicated.

827 BEDFORD HIGHWAY
 BEDFORD, NOVA SCOTIA

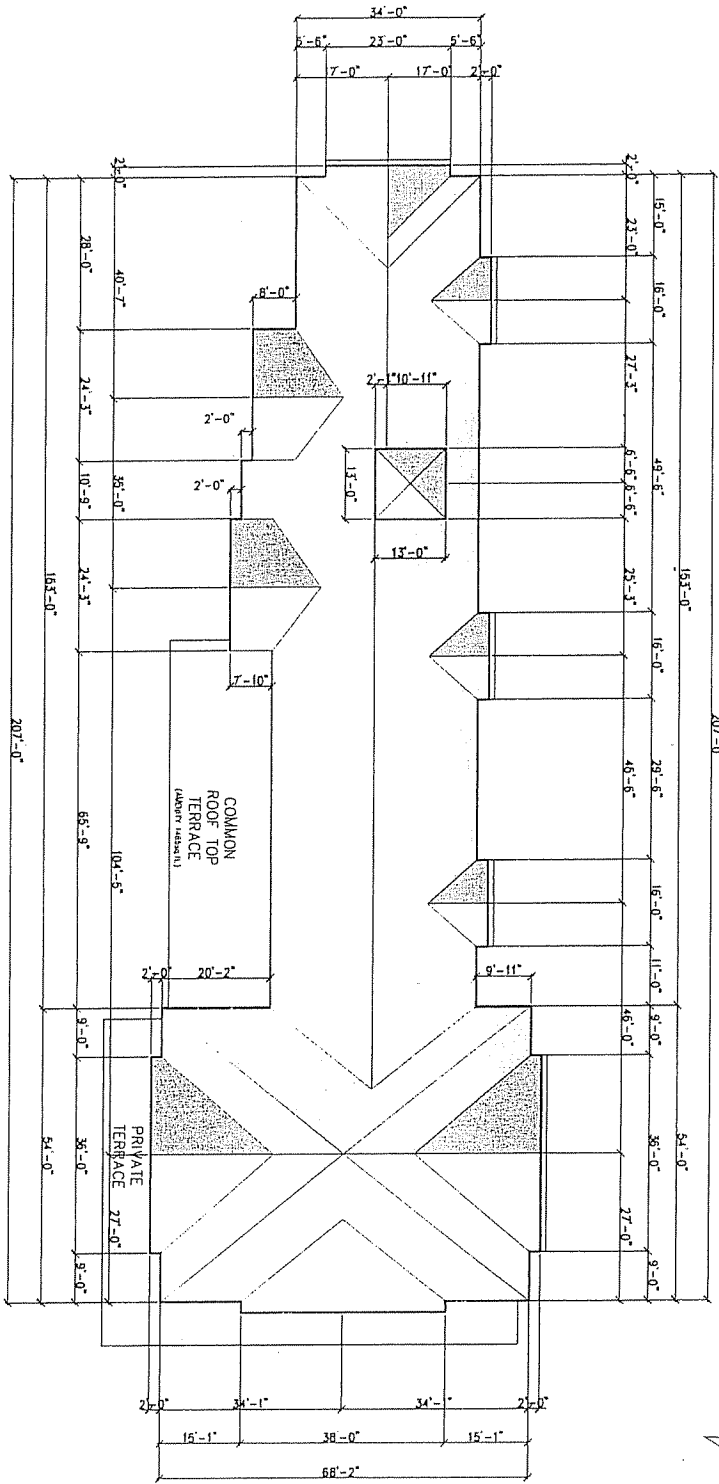
WM FARIES
 ARCHITECTS & ENGINEERS
 1000 UNIVERSITY AVENUE
 WILFRID LUXFORD BUILDING
 WILFRID LUXFORD BUILDING
 WILFRID LUXFORD BUILDING

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	NOV 10 2006
2	ISSUED FOR CONSTRUCTION	NOV 10 2006

LEVEL 300

SCALE: 1" = 10'-0"
 SHEET NO. A-3
 PROJECT NO. 2006-181

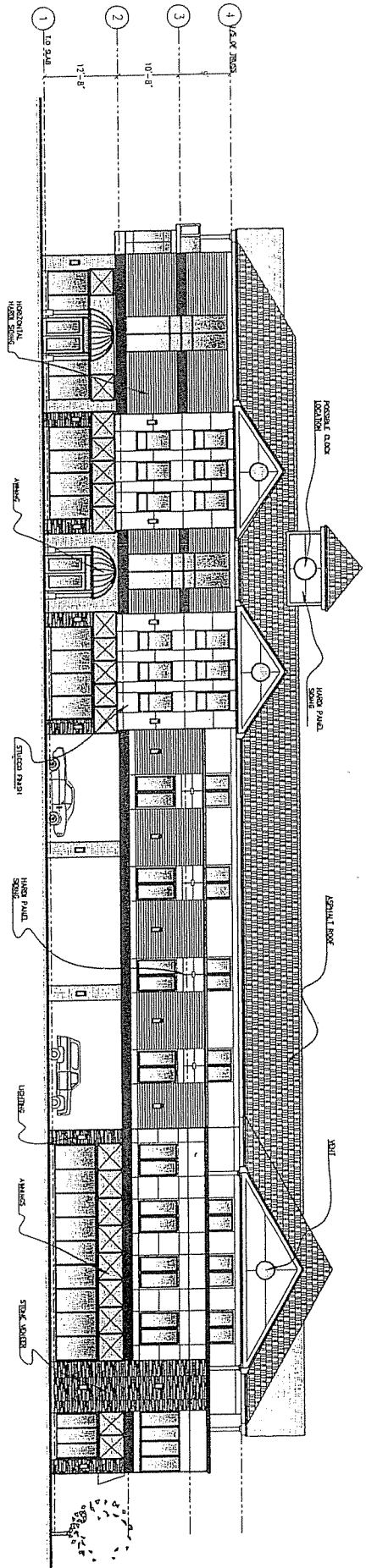
Schedule G



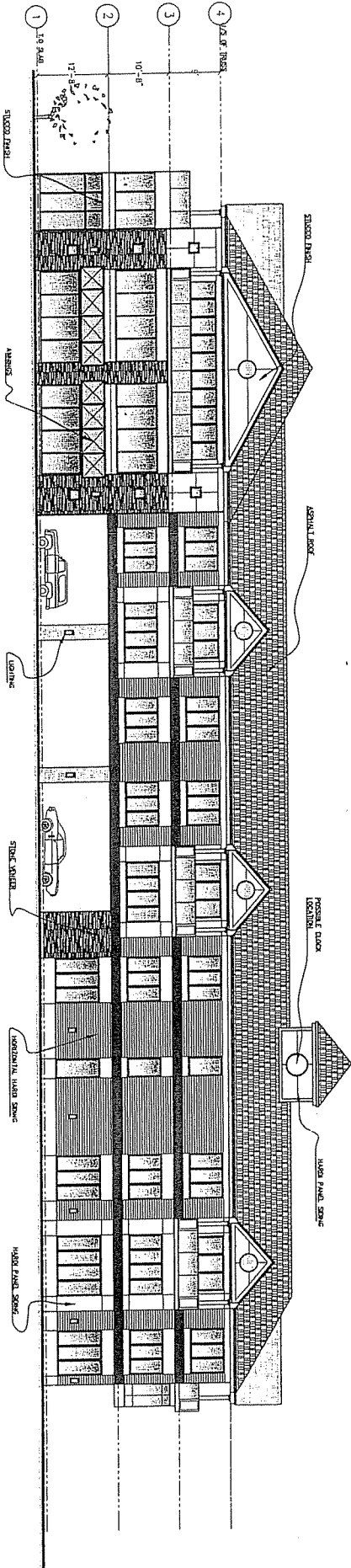
ROOF PLAN
SCALE: 1"=10'

<p>NOTES:</p> <p>1. All dimensions shown in this plan are the property of W.M. PARES ARCHITECTS. Design shall not be reproduced, copied, or used in any way without the written consent of W.M. PARES ARCHITECTS. The contractor shall verify all dimensions and conditions on the ground and shall be responsible for any changes to the design. The designer shall not be responsible for any errors or omissions in the design or for any damage to the property or for any injury to persons or property resulting from the use of the design. The designer shall not be responsible for any damage to the property or for any injury to persons or property resulting from the use of the design.</p>	
<p>PROJECT:</p> <p>827 BEDFORD HIGHWAY BEDFORD, NOVA SCOTIA</p>	
<p>CONSULTANT:</p> <p>WM PARES ARCHITECTS</p>	
<p>CONSULTANT:</p>	
<p>TITLE:</p>	
<p>NO.</p>	<p>REVISION</p>
1	Issue 1 - General
2	Issue 2 - Corrected for all errors
3	Issue 3 - Corrected for all errors
4	Issue 4 - Corrected for all errors
5	Issue 5 - Corrected for all errors
6	Issue 6 - Corrected for all errors
7	Issue 7 - Corrected for all errors
8	Issue 8 - Corrected for all errors
9	Issue 9 - Corrected for all errors
10	Issue 10 - Corrected for all errors
11	Issue 11 - Corrected for all errors
12	Issue 12 - Corrected for all errors
13	Issue 13 - Corrected for all errors
14	Issue 14 - Corrected for all errors
15	Issue 15 - Corrected for all errors
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100	Issue 100 - Corrected for all errors

Schedule H



FRONT ELEVATION
SCALE 1/8" = 1'-0"



REAR ELEVATION
SCALE 1/8" = 1'-0"

DATE LOCATION
 10/18/18 2006-18

PROJECT
 827 BEDFORD HIGHWAY
 BEDFORD, NORTH SCOTIA

CONSULTANT
WM FARRES
 ARCHITECTS (INCORPORATED) PASADENA, CA
 215 S. G ST. PASADENA, CA 91105
 TEL: 626.799.1111 FAX: 626.799.1112
 WWW.WMFARRES.COM

NO.	DESCRIPTION	DATE	SHEET TITLE
1	ISSUED FOR PERMITTING AND RECORDS	10/18/18	FRONT & REAR ELEVATION

SCALE: 1/8" = 1'-0"
 DATE: MARCH 2008
 PROJECT NO.: 2006-18
 SHEET NO.: A-5

Schedule "K"
Lighting Guidelines

1. Purpose

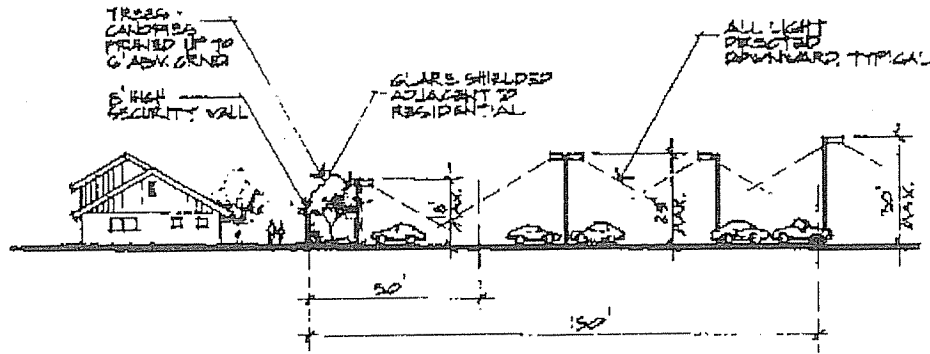
The intent of these guidelines are to establish lighting levels for various typical uses to promote visual surveillance, reduce the potential for criminal activity, and meet energy constraints.

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 luminaires 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 compiled 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
Minutes from Public Meeting on May 20, 2009

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 01250 - Louisburg Developments, 827 Bedford Highway

7:00 p.m.

Wednesday, May 20, 2009

Basinview Drive Community Elementary School

STAFF IN

ATTENDANCE:

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

ALSO IN

ATTENDANCE:

Councillor Tim Outhit, District 21
Cesar Saleh, W.M. Fares Group, Applicant

PUBLIC IN

ATTENDANCE:

Approximately 9

The meeting commenced at approximately 7:00 p.m.

1. Opening Remarks/Introductions/Purpose of Meeting

Mr. Bone introduced himself as the planner guiding the application through the planning process; Cesar Saleh, W.M. Fares Group; Councillor Tim Outhit, District 21; and Alden Thurston and Cara McFarlane, HRM Planning Services.

The purpose of this meeting is to identify that HRM has received an application, give some background on the proposal and receive feedback.

The agenda was reviewed.

2. Overview of Planning Process

Mr. Bone went through the development agreement process: application received; hold a public information meeting (tonight); internal review process; negotiate a draft development agreement with developer; prepare a staff report to council; send the report to the North West Planning Advisory Committee for review then to North West Community Council (NWCC); NWCC will decide to hold a public hearing, make a decision or ask for supplemental information on the application; and then there is an appeal period.

3. Presentation of Proposal - Andrew Bone

The Bedford Vision was completed last year. This planning project looked at what Bedford should look like over the next twenty years and the goals and desires of the community. From that, we now have a project called the Bedford Vision Implementation which is looking at turning those desires into planning policy and other actions as required. Part of the Bedford Vision is a design study which is looking at options for the Bedford Waterfront. Some proposed planning policy may be seen in the fall. This will shape the upcoming development of undeveloped land in the Bedford Waterfront area which includes the site being discussed tonight.

Today, we need to deal with existing plan policy which has been in effect since 1996 and in some cases, earlier than that. The lands in questions are CCDD (Comprehensive Commercial Development District) lands. These lands are identified in the Bedford Municipal Planning Strategy (MPS) as lands that should be developed in a comprehensive manner through negotiation with the property owner. Therefore, a development agreement is entered into to enable land development to happen.

The properties that have been identified in the MPS as CCDD includes the Traveler's Motel, Esquire Motel and Clearwater lands on the Bedford Highway. The Louisburg lands are adjacent to the Traveler's/Esquire lands and form part of the CCDD lands.

Mr. Bone explained what a development agreement is.

The CCDD Policy that is in the Bedford MPS which deals with the Louisburg site, identifies a number of issues that have to be taken care of: the location of the entrance to the waterfront; certain public views to be protected along the entrance corridors; setbacks from the entrance; limits on building height on CCDD lands; relationship with adjoining properties (existing and proposed); protection of the natural environment; and planning matters in general.

The site, 827 Bedford Highway, was shown on a slide.

Presentation - Cesar Saleh

Mr. Saleh introduced himself and mentioned that W.M. Fares Group is working on behalf of Louisburg Developments Limited who is the owner of the site. He went over some recent projects that W.M. Fares Group has completed or is working on.

The location of the site was shown.

Some considerations when planning for the site and design: site location and its visibility; topographical features; the interaction with the Bedford Basin; adjacent residential and commercial uses; views; and the Bedford Waterfront Vision.

A mixed use three storey building with above and underground parking is proposed. Commercial/retail on the first floor, commercial offices on the second and residential on the third level (containing five condominium units). The site is 30,885 square feet. The first floor is a total of

7,570 square feet, the second is 11,550 square feet and the third floor is 11,765 square feet (the condos range between 1,275 to 2,100 square feet). There will be 43 underground garage parking and 31 surface parking spots.

The proposed site plan was shown. There are two driveways off of the Bedford Highway with two commercial strips. The surface parking is mainly for the commercial/retail on the first level. The following was shown: underground parking floor plan, first floor plan (commercial/retail), second floor plan (office), third floor plan (residential), front elevation (glass/stone tile on first level, stucco and corrugated metal on the second, hardiplank siding on third with pitched roof), rear elevation (same building elements), right and left side elevations, cross section (including the underground parking), and three slides of 3D perspectives. The maximum height of the building is 45 feet.

Merits of the proposal: fall within the parameters of the Regional Plan which encourages development of the Bedford Waterfront as a suburban local centre; the building is compatible with other buildings along the Bedford Highway (use and scale); the varying building design elements create a visually interesting building; and the building materials are of good quality and help to delineate the different uses of the proposed building.

4. Questions/Comments

Peter Renowden appreciates the work put into the proposal but he feels the building looks like an aircraft hanger. This is an opportunity to put in a nice looking flat iron building. The roof is a huge mass of asphalt. It could have been done with more in keeping in the style of Bedford with a pitched roof and dormers. Mr. Bone mentioned that one of the goals of this policy is integrating any building on the site with surrounding buildings and aesthetic. Mr. Renowden would like to see an improvement of the surrounding area. He is okay with the height and scale of the building but concerned about the architecture. Stone and natural materials should be used for construction.

Manuel Escobar agrees with Mr. Renowden regarding the look of the building. It's not what he expected to be developed on the Bedford Waterfront. He likes the dimensions but not the design. There is no landscaping. He is concerned with increasing traffic on the Bedford Highway with regards to the new developments occurring. It puts a burden on residents to accept this proposal with open arms. Traffic should be the first thing looked at. He does not oppose to the development but the design should be changed. Mr. Bone said HRM does look at traffic for every proposal. The traffic on the Bedford Highway is currently quite bad which was predicted by traffic studies. The amount of growth is limited in the area, especially in Bedford South, until the new interchange is completed at Highway 102. Construction of the interchange has started. The number of units in the Bedford South is capped at a certain level and the developer cannot build beyond that until the interchange is open. Thea Langille mentioned that the interchange is slated to be open next year. The traffic concerns that have been raised have been carried through in the master plan in Bedford South to ensure that we don't have additional traffic on the Bedford Highway. Mr. Bone said some dramatic changes will be seen in traffic patterns once the interchange is open.

Councillor Outhit assured the public that development in Bedford South will not exceed the cap until the interchange is accessible. Also, there is a huge push to have a park and ride in Hammonds Plains.

One of the Province's top priorities is to approve the Burnside to Highway 102 Bypass which would take a lot of traffic off of the Bedford Highway and Dartmouth Road. Within in the next two years he believes there will be some changes. Mr. Bone said within the next year or two there are some major improvements that will directly benefit the Bedford Highway. Councillor Outhit mentioned that public transportation will improve as well. Mr. Escobar said people are forced to take their vehicles because the transit service is poor.

Davena Davis, Fernleigh Park, has attended a number of meetings that have been looking at the Bedford Highway and using Birch Cove and a point on the Bedford Highway as "bookends". How does this application fit in with those meetings? Mr. Bone mentioned that the meeting Ms. Davis referred to is looking at making changes to enable a certain type of development path. We are dealing with an existing policy to allow council to consider this application now. However, as this and other projects move forward, staff will do their best to coordinate them and bring in the elements that we know, or think, are going to happen with the waterfront and do our best to integrate them. The goal is consistency.

Mr. Renowden asked if there is sufficient setback for a pedestrian walkway for the front of the building and all the way down that side of the highway. Mr. Bone said it hasn't been discussed. The public right of way in front of the building is quite considerable to potentially put in a sidewalk. He has received this as an issue but it hasn't been explored. This will be part of the review process.

Councillor Outhit said the widening of the bridge by Moirs Mill, a sidewalk as well as a bike lane has been approved for the fall or spring.

Colin O'Neil, Fairview, representing Sackville Rivers Association, mentioned that there is a 28,000 person subdivision planned for Lower Sackville which will mean a lot of the people will be traveling the Bedford Highway.

Mr. O'Neil asked if the building will be built to any particular energy standard. Mr. Saleh said it is too early to determine. This is only a conceptual plan.

Mr. O'Neil asked if there will be any greenspace on the lot. Mr. Saleh said it is a commercial lot. The greenspace is shown on the site plan. Mr. Bone mentioned that some of what is shown is municipal land (the right of way).

Mr. O'Neil asked if there will be safe access for the public crossing the railroad tracks over to the waterfront. Mr. Bone said the access to the waterfront is designed to be in two locations (by the Fire Hall and another to be determined (shown on screen). This proposal will not involve any crossing of the railway.

Mr. O'Neil said there is water running out of the rock. It then settles and is stagnant. Will there be a facilitated culvert system, especially with the underground parking garage, to control this? Mr. Bone mentioned that the developer will be required to do a stormwater management plan that will deal with the engineering issues. Across the road, there is an identified watercourse (shown). There is about a three foot exposed section between culverts. HRM will be working with Department of

Environment to see whether it is classified as a watercourse on this side. HRM has not received a proposal from the developer of the existing flows under the Bedford Highway.

Mr. O'Neil would like to see oil/grit separators on the parking lot to reduce some of the pollution coming off the lot into the natural environment.

Mr. Escobar asked if the two hotel lands are developed in the future will there be structures similar to this or a better design for the existing residents above the Bedford Highway. Mr. Bone mentioned that the current policy allows buildings for up to 75 feet in height on the adjacent lands (larger properties than this one). However, the Bedford Vision process is underway and the Vision includes these adjacent lands. Therefore, we may see changes in the policy but cannot say for sure. As it stands, the adjacent lands are enabled under the CCDD Policy. Any proposal has to accommodate the policy that was identified earlier in the presentation.

Ms. Davis asked if there were some water and sewer issues along Bedford Highway in this area. Mr. Bone said that the site is fully serviced with sewer and water. The services go up to Glenmont Drive.

5. Closing Comments

Mr. Bone handed out an information sheet on the Bedford Vision.

HRM staff will work with the applicant to begin negotiations based on what was heard at tonight's meeting. He understands that staff may meet with the Tides Condominium Group to get their comments. Their annual general meeting was this evening; therefore, members could not attend this meeting.

Mr. Bone thanked everyone for attending the meeting and expressing their comments and concerns.

6. Adjournment

The meeting adjourned at approximately 7:52 p.m.

Attachment C
Bedford Waters Advisory Committee Minutes - October 14, 2009

Case 01250: Application by WM Fares group for a development agreement for a mixed use building at 827 Bedford Highway

MOVED BY Mr. Hattin, seconded by Ms. Hattin that the Bedford Watershed Advisory Board recommend that North West Community Council approve Case 01250: Application by WM Fares group for a development agreement for a mixed use building at 827 Bedford Highway subject to the following requirements being addressed:

1. That an oil/grit separator be put in place.
2. That roof water be controlled through storm water system.
3. Permission to dump the water onto the Waterfront Development Corporation lands.
4. It contributes to the Community Visioning plan and is esthetically pleasing.
5. Information from Developer advising what will be done with the open water in the gully on or near the property.
6. Information on flow requirements.

MOTION PUT AND PASSED.

Attachment D
Relevant Bedford MPSPolicy

Location of Commercial Uses

Policy C-1:

It shall be the intention of Town Council to consider proposals for commercial development in areas designated Commercial, Mainstreet Commercial, and Commercial Comprehensive Development District on the Generalized Future Land Use Map provided that all applicable policies of this strategy are met.

Types of Commercial Uses

Policy C-3:

It shall be the intention of Town Council to encourage a range of commercial uses sufficient to serve community needs within the Town and surrounding areas through provisions in the Land Use By-law to create the following zones:

- General Business District Zone (CGB) which permits general business uses including, but not limited to, office buildings, retail shops, restaurants, commercial accommodations, drinking establishments, institutional uses [excluding cemeteries], and recycling depots;
- Shopping Centre Zone (CSC) which permits uses including but not limited to shopping centres, retail outlets, restaurants, drinking establishments, CGB Zone uses and recycling depots;
- Highway Oriented Commercial Zone (CHWY) which permits highway oriented uses including, but not limited to, service stations, drive-in/take-out restaurants, commercial accommodations, auto sales and service, and recycling depots;
- Commercial Comprehensive Development District Zone (CCDD) which permits mixed use projects including, but not limited to, single and two unit dwellings, townhouses, multiple-unit buildings, office buildings, neighbourhood commercial uses, CGB Zone uses, convention facilities, and recycling depots.
- Mainstreet Commercial Zone (CMC) which permits small scale, pedestrian oriented uses including, but not limited to, general retail stores, business and professional offices, personal and household service shops, financial institutions, full service restaurants, pubs, lounges, and recycling depots.

Commercial Comprehensive Development Districts

Policy C-7:

It shall be the intention of Town Council to designate the lands shown on Map 3 as Commercial Comprehensive Development Districts, and in the Land Use By-Law the lands shall be zoned Commercial Comprehensive Development District (CCDD). The CCDD Zone will permit mixed use, residential/ commercial projects, including single unit dwellings, two unit dwellings, multiple-unit buildings, senior residential complexes, neighbourhood commercial, office buildings, CGB Zone uses, convention facilities, recycling depots, park uses, and institutional uses. Existing uses within the CCDD Zones shall be considered as permitted uses and be allowed to continue operation.

It shall be the intention of Town Council to require development of commercial uses on 50% of each CCDD site and further, that multiple unit buildings not be permitted to occupy more than 25% of a CCDD site. Multiple unit buildings shall be constructed in accordance with the RMU zone requirements. Maximum building height may be increased to four stories in the case of sloped lots where the building is designed to fit the natural topography of the site. Lot area requirements shall be calculated on the basis of 2000 square feet per unit, regardless the unit size. Lot area associated with each building may be reduced in size to increase the common open space. The architectural, landscaping, and streetscape considerations for multiple unit buildings within the RCDD zone, as articulated in Policies R-12A, R-12B and R-12C, shall apply to multiple unit developments within the CCDD zone.

Policy C-8:

It shall be the intention of Town Council to enter into Development Agreements pursuant to the Planning Act with the owners of the lands zoned Commercial Comprehensive Development District to carry out the proposed commercial and mixed use commercial/residential development(s) provided that all applicable policies of this document are met. In considering applications Council shall have regard to whether the proposed land use emphasizes the unique features of the site in terms of its location within the Town, its unique physical characteristics, its overall size and the relationship developed with adjoining existing or proposed uses. A special emphasis on the conservation of the natural environment including features such as watercourses, lakes, trees, and the natural topography shall be highlighted in the development proposal.

Policy C-9:

It shall be the intention of Town Council to consider discharging the agreements made pursuant to Policy C-8 upon the completion of the development. Council may thereafter zone the CCDD in such a manner as to be consistent with the development, by creating a specific zone for the site which incorporates the uses provided for in the development agreement as well as provisions consistent with Sections 53 and 54 of the Planning Act.

Policy C-13:

It shall be the intention of Town Council to enter into a Development Agreement with the owners of the Travellers' Motel, Esquire Motel and Clearwater Lobster Limited properties to permit CCDD development when municipal services become available. In recognition of the site's unique position at the entrance to the Town overlooking the Bedford Basin, an agreement if entered into shall specify that two thirty foot wide separations are to be provided between the buildings on either side of the entrance road to the waterfront project to provide views from the highway and from the existing homes above the site. Buildings are to be set back 60 feet on either side of the entrance road to the waterfront project to provide a view. As well, the maximum building height is to be 75 feet.

Protection of Watercourses

Policy E-3:

It shall be the intention of Town Council to encourage the use of innovative storm water management systems which reduce the impact of urban development on the environment. Such systems include incorporation of stormwater retention/detention ponds into the storm sewer system, use of velocity breaks and drop manholes on storm sewers which discharge to watercourses, use of open ditch drainage systems where appropriate, and directing roof drains to the surface rather than connecting directly to the storm sewer system where appropriate. Storm sewer systems are to avoid the direct discharge of stormwater into water bodies where possible.

Policy E-6:

It shall be the intention of Town Council to request that the Bedford Waters Advisory Committee provide a written comment on developments being undertaken by a development agreement pursuant to Policy E-4 and E-8 prior to a recommendation being made by the Bedford Planning Advisory Committee.

Policy E-8:

In areas where Industrial ILI or IHI Zones, **Institutional Zones (RC-Mar 18/03; E-May 10/03)**, or Commercial Zones abut a watercourse or water retention area identified on the map showing environmentally sensitive areas in the Town, Town Council shall prohibit the erection of any structure, or the excavation or filling in of land within 100 feet of the watercourse or water retention area. This 100 ft. area shall be maintained with existing vegetation or landscaped. A reduction in the buffer from 100' to 50' may be considered by Town Council by a development agreement, where it is demonstrated that a property can not be reasonably developed by complying with the 100 foot setback and site disturbance provisions. A development agreement shall be subject to the provisions of Policy Z-3, and the undertaking of an environmental study which addresses the issues of runoff, erosion, siltation and any other impacts on the watercourse during and after construction. The development agreement shall outline the specific measures to be used to ensure a no net loss in the effectiveness of the natural 100' buffer in terms of protecting the watercourse. The setback and site disturbance provisions of this policy are applicable also to commercial uses in an RCDD zone and multiple unit dwellings in all zones. Single unit dwellings, two unit dwellings and townhouses in all zones are subject to the setback provisions of Policy E-4. Policy E-8 shall not apply to properties abutting the Bedford Basin.

Policy Z-3:

It shall be the policy of Town Council when considering zoning amendments and development agreements [excluding the WFCDD area] with the advice of the Planning Department, to have regard for all other relevant criteria as set out in various policies of this plan as well as the following matters :

1. That the proposal is in conformance with the intent of this Plan and with the requirements of all other Town By-laws and regulations, and where applicable, Policy R-16 is specifically met;

2. That the proposal is compatible with adjacent uses and the existing development form in the neighbourhood in terms of the use, bulk, and scale of the proposal;
3. That provisions are made for buffers and/or separations to reduce the impact of the proposed development where incompatibilities with adjacent uses are anticipated;
4. That provisions are made for safe access to the project with minimal impact on the adjacent street network;
5. That a written analysis of the proposal is provided by staff which addresses whether the proposal is premature or inappropriate by reason of:
 - i) the financial capability of the Town to absorb any capital or operating costs relating to the development;
 - ii) the adequacy of sewer services within the proposed development and the surrounding area, or if services are not provided, the adequacy of physical site conditions for private on-site sewer and water systems;
 - iii) the adequacy of water services for domestic services and fire flows at Insurers Advisory Organization (I.A.O.) levels; the impact on water services of development on adjacent lands is to be considered;
 - iv) precipitating or contributing to a pollution problem in the area relating to emissions to the air or discharge to the ground or water bodies of chemical pollutants;
 - v) the adequacy of the storm water system with regard to erosion and sedimentation on adjacent and downstream areas (including parklands) and on watercourses;
 - vi) the adequacy of school facilities within the Town of Bedford including, but not limited to, classrooms, gymnasiums, libraries, music rooms, etc.;
 - vii) the adequacy of recreational land and/ or facilities;
 - viii) the adequacy of street networks in, adjacent to, or leading toward the development regarding congestion and traffic hazards and the adequacy of existing and proposed access routes;
 - ix) impact on public access to rivers, lakes, and Bedford Bay shorelines;
 - x) the presence of significant natural features or historical buildings and sites;
 - xi) creating a scattered development pattern which requires extensions to trunk facilities and public services beyond the Primary Development Boundary;
 - xii) impact on environmentally sensitive areas identified on the Environmentally Sensitive Areas Map; and,
 - xiii) suitability of the proposed development's siting plan with regard to the physical characteristics of the site.
6. Where this plan provides for development agreements to ensure compatibility or reduce potential conflicts with adjacent land uses, such agreements may relate to, but are not limited to, the following:
 - i) type of use, density, and phasing;
 - ii) traffic generation, access to and egress from the site, and parking;
 - iii) open storage and landscaping;
 - iv) provisions for pedestrian movement and safety;
 - v) provision and development of open space, parks, and walkways;
 - vi) drainage, both natural and subsurface;

- vii) the compatibility of the structure(s) in terms of external design and external appearance with adjacent uses; and,
 - viii) the implementation of measures during construction to minimize and mitigate adverse impacts on watercourses.
7. Any other matter enabled by Sections 73 and 74 of the Planning Act.
 8. In addition to the foregoing, all zoning amendments and development agreements shall be prepared in sufficient details to:
 - i) provide Council with a clear indication of the nature of the proposed development; and
 - ii) permit staff to assess and determine the impact such development would have on the proposed site and the surrounding community.
 9. To assist in the evaluation of applications to enter into development agreements, Council shall encourage proponents to provide the following information:
 - a) a plan to a scale of 1":100' or 1":40' showing such items as:
 - i) an overall concept plan showing the location of all proposed land uses;
 - ii) each residential area indicating the number of dwelling units of each type and an indication of the number of bedrooms;
 - iii) description, area, and location of all proposed commercial, cultural, mixed-use projects proposed;
 - iv) location, area, shape, landscaping and surface treatment of all public and private open spaces and/or park areas;
 - v) plan(s) showing all proposed streets, walkways, sidewalks, bus bays and bike routes;
 - vi) a description of any protected viewplanes; and,
 - vii) an indication of how the phasing and scheduling is to proceed.
 - b) For individual phases of a development more detailed concept plans are to be provided indicating such items as maximum building heights, location and configuration of parking lots, landscaping plans, and any additional information required to be able to assess the proposal in terms of the provisions of the Municipal Planning Strategy.
 - c) Plans to the scale of 1":100' showing schematics of the proposed sanitary and storm sewer systems and, water distribution system.
 10. Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-July 2/02; Effective-Aug 17/02)