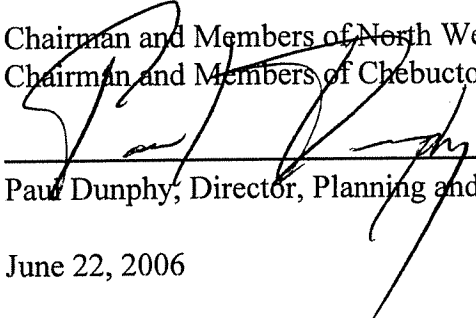


North West Planning Advisory Committee - July 5, 2006  
Chebucto Community Council - ~~September 11, 2006~~  
August 1, 2006

**TO:** Chairman and Members of North West Planning Advisory Committee  
Chairman and Members of Chebucto Community Council

**SUBMITTED BY:**   
Paul Dunphy, Director, Planning and Development Services

**DATE:** June 22, 2006

**SUBJECT:** **Case 00624: Development Agreement for Lands North of Larry Uteck Boulevard (Royale Hemlocks Subdivision) and to the West of the Fernleigh Park Subdivision**

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**ORIGIN**

Letter of Request by land owners

**RECOMMENDATION**

It is recommended that North West Community Council:

- a) Give Notice of Motion to consider the proposed Development Agreement for Clayton Developments and schedule a joint public hearing between North West Community Council and Chebucto Community Council;
- b) Approve the proposed Development Agreement for Clayton Developments as set out in Attachment "A" to permit the a mixed commercial and multi unit development;
- c) Require that the Development Agreement be signed and delivered 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

It is recommended that Chebucto Community Council:

- a) Give Notice of Motion to consider the proposed Development Agreement for Clayton Developments and schedule a joint public hearing between North West Community Council and Chebucto Community Council;
- b) Give Notice of Motion to consider the proposed Development Agreements for Cresco and Emscote Limited and schedule a public hearing;
- c) Approve the proposed Development Agreement for Clayton Developments, Cresco and Emscote Limited as set out in Attachment "A", Attachment "B" and Attachment "C" to permit a mixed use development;
- d) Require that the Development Agreement be signed and delivered 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

**EXECUTIVE SUMMARY**

The proposed Development Agreements (see Attachments A, B, and C), for a total of 1550 dwelling units and 32,000 square feet of commercial space within Neighbourhood B of the Wentworth/Bedford South Master Plan area, are being recommended for approval. These Agreements are enabled by the policies of the applicable Municipal Planning Strategy. The Bedford Watershed Advisory Board has supported the proposal. The Public Meeting was held on January 8, 2004.

**BACKGROUND**

**Location, Designation and Zoning:** The joint application by Clayton Developments Limited, Cresco Limited, and Emscote Limited is to permit development of Neighbourhood B of the Wentworth/Bedford South Master Plan area. This area comprises about 70 acres north of the Royale Hemlocks development and to the east the Fernleigh neighbourhood (see Maps 1 and 2). Construction is underway in Neighbourhoods A and C (see Community Concept Plan in Attachment E) comprising approximately 160 acres, which was approved December 9, 2002.

The majority of the subject area is within the Halifax Planning Strategy, designated Wentworth Secondary Planning Strategy and zoned Wentworth Comprehensive Development District (WCDD). The other portion is designated Bedford South Secondary Planning Strategy and zoned Bedford South Comprehensive Development District (BSCCD) under the Bedford Municipal Planning Strategy (MPS) and Land Use Bylaw (LUB) (see Map 3 for zoning).

**Synopsis of Proposed Development:** The applicants wish to construct 1550 dwelling units and 32,000 square feet of commercial space.

***Enabling Policy***

The Bedford and Wentworth Secondary Planning Strategy policies enable the development of Neighbourhoods B and immediate area to be considered by Development Agreement. The analysis and evaluation of these policies is discussed below and the relevant policies are provided in Attachment E.

**Bedford Watershed Advisory Board:** The required overall Stormwater Management Plan (SMP) for the entire Master Plan area was reviewed and supported by the Bedford Waters Advisory Committee on October 9, 2002. The BWAC also supported the storm water management plan for Neighbourhood B on March 10, 2004.

**DISCUSSION**

The intent of Neighbourhood B is primarily for apartment building and townhouse development. These proposals meet that intent in of the policies of the appropriate MPS through the provisions in

the proposed Development Agreements (see Attachments A, B, and C). These proposed Agreements provide for flexibility to enable the developers to respond to changing market conditions over the next few years. Three major issue areas are addressed below:

**Linear Trail:** The apartment development off Bedros Lane (Case 00606) in the Royale Hemlocks subdivision will provide a completed trail running from Larry Uteck Boulevard to the property line with the Emscotte Limited's lands. This trail will be extended northward to connect with the present alignment which crosses Vanier Way. The trail will be developed over the next few years as development proceeds.

**Fernleigh Subdivision:** Municipal water is now connected to the transfer station of the Fernleigh Subdivision, which allows for deliver through the existing private system. Regional Council awarded a tender on June 13, 2006 to extend municipal services along the Bedford Highway to Millview Avenue. A report is expected to be tabled in the fall of 2006 with a project plan to service the section of the Bedford Highway from Millview Avenue to Fern Avenue including the Fernleigh Subdivision. About 20 single detached dwellings on municipal sewer and water services on the extension of Wagner Avenue are proposed in the Development Agreement. The dwellings be on lots of minimum width of 60 feet and lot area of 6,000 square feet which is larger than the minimum provisions in the Mainland Land Use Bylaw (see Attachment B).

**Development Before the Interchange:** A traffic study (*The Final Report Traffic Impact Study Prince's Lodge/Bedford South Master Plan* prepared by Atlantic Road and Traffic Management, June 2000) undertaken in support of the master planning study had concluded that 2,000 housing units within Wentworth/Bedford South and Royale Hemlocks could be developed without causing the level of service to deteriorate below a performance level acceptable under municipal traffic guidelines. The **intent** of Policy MS-7 (see Attachment E) was that there should be no more than 2,000 **occupied dwelling units** prior to the new interchange being completed on the Bicentennial Drive (Highway 102) to service this development. This interchange is also now intended to serve the Bedford West Master Plan Area, which was adopted by Regional Council on June 20, 2006.

The proposed Development Agreements provide for a total of 1550 dwelling units; however, under the conditions of Policy MS-7 limitations must be placed on the number of dwelling units. Staff are recommending approval of 629 dwelling units in Neighbourhood B prior to the completion of the proposed interchange. The allocation would be 432 to Emscote Limited and 215 to Cresco Homes Limited. No units are recommended for Clayton Developments as they already have the ability under their the Neighbourhood A and C Agreement to construct 556 dwellings. In other words, the potential would exist for 2,353 dwelling units, including 1150 from the Royale Hemlocks subdivision, to be occupied prior to the new interchange being completed. However, this is not realistic and would be precluded by such factors as the requirement to construct Larry Uteck Boulevard and the usual 18 to 24 months period for completion of an apartment structure. Staff feels the above allocations to the three developers as set out in the proposed Development Agreements meets the intent of Policy MS-7.

**Schools and School Capacity:** Halifax Regional School Board advises that the existing school system can adequately accommodate the proposed development over the next few years as few students typically reside in higher density dwellings.

**Public Information Meeting:** A public information meeting was held on January 8, 2004 (see Attachment D). Should Community Council decide to proceed with a public hearing on this application, in addition to published newspaper advertisements, assessed property owners in the immediate area will be individually notified by regular mail as shown on Map 4.

### **BUDGET IMPLICATIONS**

The Capital Cost Contribution is being collected by the Municipality to pay for such matters as street oversizing and the new interchange.

### **FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN:**

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

### **ALTERNATIVES**

1. Approve the proposed Development Agreements in Attachments A, B, and C. This is recommended for the reasons outlined above.
2. Community Council could direct that revisions be made to the proposed Development Agreements prior to holding a public hearing. Depending on the extent of changes requested, an additional staff report may be required.
3. Community Council could reject these proposed Development Agreements. This is not recommended as they comply with the policies of the Municipal Planning Strategies for Halifax and Bedford. If Community Council chooses to reject the application reasons must be given.

### **ATTACHMENTS**

Map 1: Location and Plan Areas

Map 2: Ownerships

Map 3: Zoning

Map 4: Notification Area

Attachment A: Proposed Development Agreement for Clayton Developments

Attachment B: Proposed Development Agreement for Cresco Homes Limited

Attachment C: Proposed Development Agreement for Emscote Limited

Attachment D: Public Meeting of January 8, 2004

**Case 00624:**

**5**

**NWPAC July 5, 2006**

**Lands North of Larry Uteck Blvd**

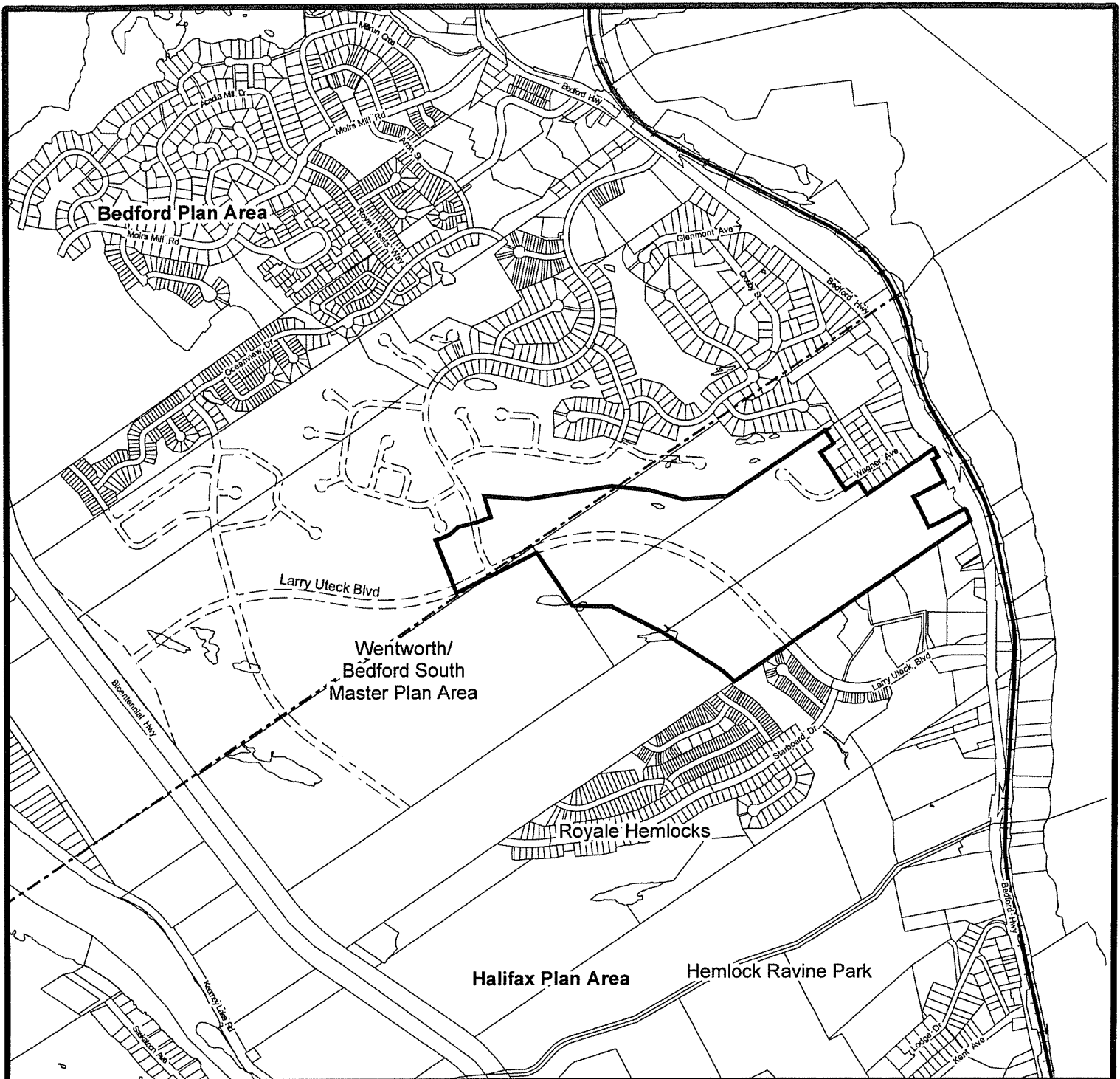
**Chebucto Community Council - September 11, 2006**

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Attachment E: Extracts from the Bedford and Halifax Municipal Plans and Land Use Bylaws including maps.

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Angus E. Schaffenburg, Senior Planner, 869-4747



Map 1

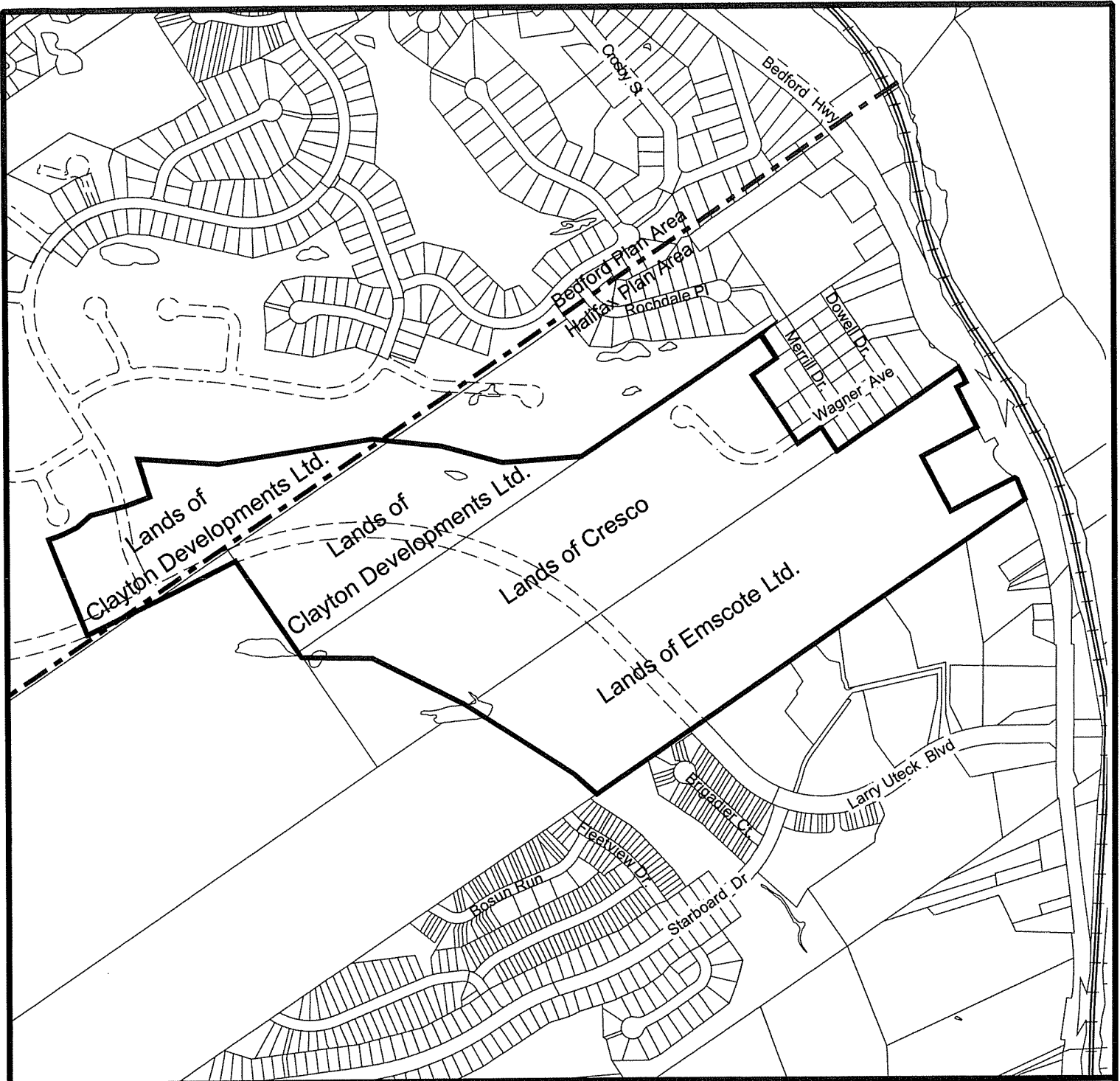


Area for Development Agreements

**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services



480 0 480 960  
Meters

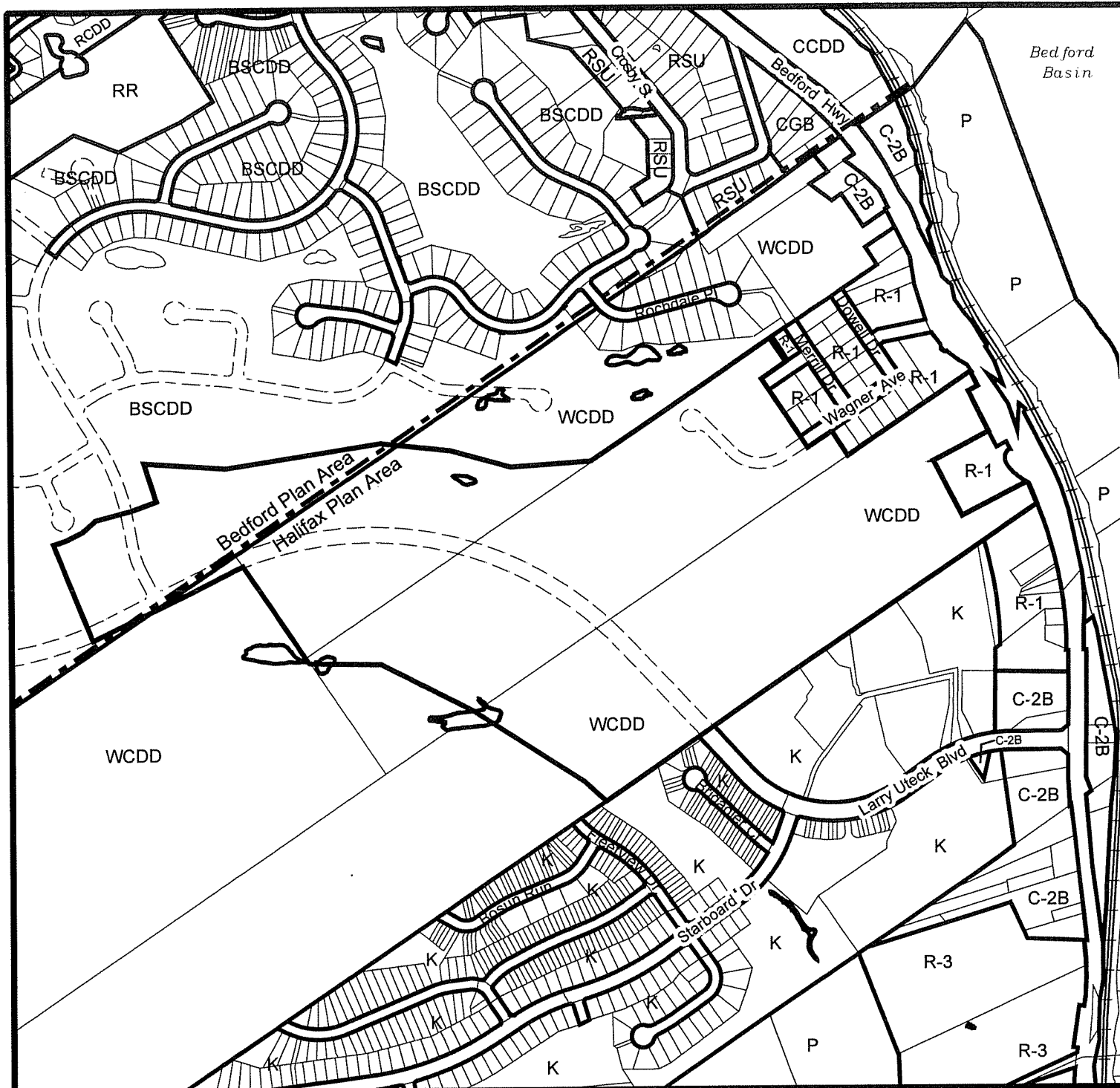


Map 2

 Area for Development Agreements

**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services





## Map 3 Zoning

**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services

### Halifax Plan Area

- R-1 Single Family Dwelling Zone
- R-3 General Residential and Low-Rise Apartment Zone
- C-2B Highway Commercial Zone
- P Park and Institutional Zone
- K Schedule "K"
- WCDD Wentworth Comprehensive Development District

### Bedford Plan Area

- RSU Single Dwelling Unit Zone
- RR Residential Reserve Zone
- RCDD Residential Comprehensive Development District
- CCDD Commercial Comprehensive Development District
- CGB General Business District Zone
- BSCDD Bedford South Comprehensive Development District



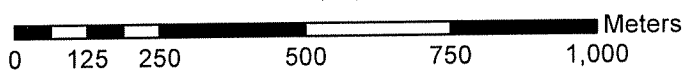




Map 4  
Notification



Notification Area



**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services

**ATTACHMENT A**

**THIS Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

BETWEEN:

**CLAYTON DEVELOPMENTS LIMITED**  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**THE HALIFAX REGIONAL MUNICIPALITY**  
a body corporate, in the County of  
Halifax, Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located to the north of the Royale Hemlocks subdivision and west of the Bedford Highway in Halifax, and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement relating to the detailed design and planning for residential and commercial buildings on the portion of the Lands shown on Schedule "B" pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Mainland Land Use By-law for Halifax and Bedford;

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement relating to the detailed design and planning for multiple residential buildings and commercial on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Mainland Land Use By-law for Halifax. This amending Agreement supersedes any clauses in the original Agreement that may apply to these Lands;

**AND WHEREAS** the Chebucto Community and North West Community Councils of Halifax Regional Municipality approved this request at a meeting held on \_\_\_\_\_, 2006, referenced as Municipal Case Number 00624;

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

**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

- 1.1 The Developer agrees that the Lands shall be subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Mainland Halifax, as may be amended from time to time.
- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Halifax, as may be amended from time to time.
- 1.4 Further to Section 2.2, 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 Owner agrees to observe and comply with all such laws, by laws and regulations in connection with the development and use of the Lands.

The Developer shall be responsible for securing all applicable approvals associated with the on site and off site servicing systems required to accommodate the development, including but not limited to 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 HRM and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer.

- 1.5 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 and Subdivision 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.
  - 1.5.1 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.
- 1.6 The Developer and each lot owner shall be responsible for all costs, expenses, liabilities and obligations imposed on the Developer by this Agreement 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 owned by the Developer or lot owner.

- 1.7 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: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **2.1 Use**

- 2.1.1 The Developer shall construct buildings on the Lands, which, in the opinion of the Development Officer, are substantially in conformance with the Schedule filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00624. The footprints shown on the Schedule are to be generally illustrative of the placement of the buildings.

Schedule "A"	Legal Description of the Lands
Schedule "B"	Conceptual Site Plan

#### **2.1.2 Construction/Sales Trailer**

A trailer(s) 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.

### **2.2 Development Standards**

- 2.2.1 The maximum number of dwelling units shall not exceed 608. However, the Development Officer may permit a number of dwelling units to increase by 30 provided the intent and all provisions of this Agreement have been adhered to. The overall density of the entire parcel as shown as Area A on Schedule III Community Concept Plan in Section XIV: The Wentworth Secondary Planning Strategy shall be a maximum of 20 persons per acre. Population shall be calculated based on an assumed occupancy of 3.35 persons per single, duplex or semi-detached or townhouse dwelling and 2.25 persons per dwelling in each multiple dwelling. Commercial densities shall be calculated to a maximum of 30 persons per acre.
- 2.2.2 The multi-unit buildings shall be at least four habitable storey above ground level. The maximum number of habitable storey shall be as identified on Schedule B plus underground parking and roof structure. No more than 15 percent of the roof structure may be occupied as habitable space.
- 2.2.3 No buildings shall be constructed except in conformance with the provisions of this Agreement and all applications for development permits shall include at least the following information:

- (a) elevation drawings showing the proposed design, exterior appearance, height, material, and signage;
- (b) yard dimensions, building dimensions and measures to buffer adjacent uses;
- (c) parking area layout, lighting and recycling facilities and landscaping;
- (d) amenity space (indoor and outdoor);
- (e) municipal services;
- (f) grading and drainage plan;
- (g) erosion and sedimentation control plan;
- (h) vehicular and pedestrian access;
- (i) landscaping and maintenance plan; and
- (j) non-disturbance areas.

#### 2.2.4 DESIGN CRITERIA Multiple Buildings

Multiple unit buildings shall meet the following design criteria:

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued, in its major features, around all sides equally.
- (c) Exterior building materials shall not include vinyl siding, except for accents, or unpainted or exposed wolmanized wood.
- (d) Continuity and consistency in design shall be incorporated in all buildings that are in a grouping in order to provide a cohesive development.
- (e) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls and/or suitable landscaping
- (f) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
- (g) Any exposed foundation in excess of 2 feet in height and 20 square feet in total area shall be architecturally detailed or veneered with stone or brick

#### 2.2.5 Waste Management in Apartment Structures

- 2.2.5.1 The building shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

2.2.5.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing/masonry walls with suitable landscaping.

2.2.5.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing/masonry walls with suitable landscaping.

## 2.2.6 R-4 (Multiple Dwelling) Zone Requirements

2.2.6.1 Subject to the provisions of this Agreement, the multiple unit residential buildings shall meet the requirements of the R-4 (Multiple Dwelling) Zone and other applicable provisions including any setbacks from a watercourse, which shall be a minimum of 66 feet, of the Halifax Mainland Land Use By-law as may be amended from time to time except for the density provisions related to maximum persons per acre of 75.

2.2.6.2 A temporary sign depicting the names and/or corporate logo of the Developer and the development shall be permitted on the site and shall be removed prior to the issuance of the last Occupancy Permit.

## 2.2.7 Commercial Development

- (a) Two commercial buildings shall be located at the proposed intersection of Larry Uteck Boulevard and Southgate Drive as generally illustrated on the Schedule.
- (b) No building or structure shall be constructed except in conformance with the lot provisions and architectural requirements for commercial in this Agreement.
- (c) The following uses shall be permitted as defined in the Bedford Land Use Bylaw as amended from time to time: offices, full- service restaurants, daycare facilities, nursery schools, early learning centres, neighbourhood convenience stores, general retail exclusive of mobile home dealerships and service stations, personal and household services, exclusive of massage parlours, commercial photography, drycleaning depots, churches, and uses accessory to the foregoing uses.
- (d) The commercial development shall meet the following standards:
  - Maximum Height: Three (3) storeys above average grade
  - Minimum Front Yard: 15 Ft.
  - Minimum Rear Yard: 40 Ft.
  - Minimum Side Yard: 20 Ft. or half the height of the building, whichever is greater
  - Lot Coverage: 50 percent

Landscaping and Signage: Requirements of the Commercial Mainstreet (CMC) zone in the Bedford Land Use Bylaw as amended from time to time

Driveways: In accordance with the S-300 Streets Bylaw

Parking and other bylaw provisions not noted: Requirements of the Commercial General Business (CGB) Zone and other provisions in the Bedford Land Use Bylaw as amended from time to time.

- (e) The commercial buildings shall meet the following design requirements:
  - (i) Building Requirements: Buildings of over 50 feet width measured parallel to the street shall have the appearance of two or more buildings by altering the appearance of the facade and/or roof in increments no greater than 50 feet.
  - (ii) Roof Design: Roofs shall have a minimum slope of 10 degrees. Dormers and gables are permitted. Mansard roofs shall not project beyond the face of the wall below, except to permit eaves for ventilation.
  - (iii) Exterior Cladding: bricks, wood shingles, wood siding, wood clapboard and stone or an acceptable equivalent, however no vinyl siding shall be permitted.
  - (iv) Windows: Windows, except for commercial storefronts at grade, shall be treated as individual openings in the wall surface; continuous bands of horizontal glazing will not be permitted except for storefronts at grade. For square and rectangular window openings, the height of window sashes shall exceed the width. Total window area per building face shall not exceed 50% of the area of the building face (in order to maintain the visual emphasis on the wall surface). Windows shall be accentuated by design details (i.e. arches, hoods, mouldings, decorative lintels, pediments, sills);
- (f) All applications for development permits for these blocks shall include the following information, and shall require the approval of the Development Officer:
  - (i) the proposed design, exterior appearance and materials, elevation drawings and signage;
  - (ii) parking area layout, lighting and landscaping;
  - (iii) yard dimensions, and measures to buffer adjacent uses;
  - (iv) municipal services;
  - (v) grading and drainage plan;
  - (vi) detailed erosion and sedimentation control plan and stormwater management plan, including maintenance plan;
  - (vii) vehicular and pedestrian access; and
  - (viii) landscaping and maintenance plan.
  - (ix) No outdoor storage is permitted on the commercial sites. Temporary outdoor display of merchandise shall be restricted to the sidewalk area immediately abutting the front facade of the buildings.
- (g) Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened by fencing or masonry walls and/or suitable landscaping. Propane tanks and electrical transformers shall be located and secured in accordance with the applicable approval agencies. These facilities shall be

- screened by means of fencing or masonry walls.
- (h) Lighting shall be directed to driveways, building entrances and walkways and shall be arranged so as to divert the light away from adjacent lots and buildings.
  - (i) Where parking lots are to be delineated by curbing, such curbing shall be concrete.
  - (j) The owner/operator shall maintain and keep in good repair all portions of the development and Lands, including but not limited to, the interior and exterior of the buildings, retaining walls and fencing, lighting, walkways, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, and snow removal/salting of walkways, driveways and parking areas, and including the maintenance of the on-site storm water management system.
  - (k) Each commercial block shall not exceed 30 persons per acre for the purpose of sewage flow calculations to treatment plant. In the event the commercial densities of these blocks are less than 30 persons per acre, the Municipality may allow the difference to be allocated to other areas in subsequent Development Agreements of the Wentworth/Bedford South master plan area.

## 2.3 Landscaping and Site Design

- 2.3.1 A detailed Landscape Plan prepared by a Landscape Architect (that is a full member, in good standing, of Canadian Society of Landscape Architects) shall be submitted with the application for Development Permit. The detailed landscape plan shall include, as a minimum, planting as identified in this Agreement and shall identify measures to provide a buffer and/or screening between the building and adjacent residential properties as well as for aesthetic enhancement. The plan should maintain as much of the natural landscape and vegetation as can be reasonably achieved.
- 2.3.2 Street trees shall be in accordance with the HRM Municipal Service Specifications
- 2.3.3 Salt tolerant high branching deciduous street trees, a minimum of 2.4 inch calliper, will be required to be planted with a 25 foot on centre spacing along the internal driveway.
- 2.3.4 Decorative entry plantings should be provided at all main entrances which consist of combinations of small decorative trees, shrubs and ground covers.
- 2.3.5 Screen planting in the form of upright shrubs with a minimum of 50% being coniferous are to be located at the base of all retaining walls. All shrubs are to be a minimum height of 2 feet and be planted with a minimum on centre spacing of 2 feet. Low maintenance ground covers, shrubs, or vines in association with retaining walls should be proposed. The shrub material is to also screen any electrical transformer or other utility boxes.



- 2.3.6 The Developer shall ensure that all soft landscape areas, with the exception of the non-disturbance area, walkways, and driveways are to be provided with low maintenance material such as beach stone or another type of mulch, sod, or low maintenance groundcover. The sod is to conform to the Canadian Nursery Sod Growers' Specifications. The Developer shall ensure that all plant material is to conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and this shall be shown on the landscape plan.
- 2.3.7 Unfinished concrete surfaces on any podium or underground parking structure shall be treated with a combination of materials such as unit pavers, beech-stone, low shrub plantings, mulched areas, sodding and ground cover, for example.
- 2.3.8 The main entrance walkway to each building is to be decorative concrete, unit paving or equivalent. The proposed pathways are to be crushed stone, pea gravel, crushed brick or equivalent. Any pathways within the non-disturbance areas are to meet the requirements of the non-disturbance area. The pathways are to be lit with pedestrian scale 12 volt lighting or equivalent.
- 2.3.9 All proposed retaining walls in the rear yard are to be armour stone or equivalent but any retaining wall in a location which is readily visible from Larry Uteck Boulevard or adjacent the main entrance is to be constructed of a decorative rock with a precast concrete cap or equivalent.
- 2.3.10 All driveways and circulation aisles shall be asphalt or concrete. All parking lots are to be delineated by curbing which shall be concrete. Parking stalls shall be delineated by painted lines.
- 2.3.11 Vehicle access to the apartment complexes will be permitted off Larry Uteck Boulevard at the locations shown on the attached Schedules and are to provide for two way vehicle access simultaneously. All driveway accesses are to meet the requirements of By-Law S-300.
- 2.3.12 The Developer shall submit a completion certificate prepared by a member in good standing of the Atlantic Provinces Association of Landscape Architects to the Development Officer stating that all landscaping is in compliance with the terms of the Development Agreement prior to the issuance of the occupancy permit for an applicable building.

## 2.4 Tree Preservation

- 2.4.1 The Developer agrees that tree retention is an important objective. Every effort is to be made to ensure the preservation of the existing living trees, three inches or greater in diameter. The landscape plan shall identify the limit of disturbance, the protective hoarding fence, type, and location as well as stockpile locations for topsoil and construction materials.

- 2.4.2 Proper arboriculture practices shall be undertaken and shall include such activities as the erection of tree protective fence located as close to the dripline of the trees to be preserved as possible for the duration of construction, and the pruning of any damaged limbs or roots. No stockpiling of soil or materials within the hoarded areas, or excavation/soil disturbance within ten feet to the trunk of any tree to be preserved will be allowed.
- 2.4.3 Notwithstanding sections 2.4.1 and 2.4.2 of this Agreement, where a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with an equivalent degree or diploma engaged by the property owner certifies in writing that a tree poses a danger to people or property or is in severe decline, the Development Officer may permit the tree to be removed.
- 2.4.4 Any trees to be preserved that are damaged or improperly removed shall be replaced, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 2.4 inch caliper for deciduous trees and coniferous trees a minimum of 5 feet high.
- 2.4.5 The area within the non-disturbance is to be preserved intact including native understorey shrub material and native groundcovers with the exception of any invasive plant materials identified by the Landscape Architect and shown on the landscape plan.
- 2.5 Maintenance
- 2.5.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, retaining walls, walkways, 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 including salting or sanding of walkways and driveways.
- 2.6 Streets and Municipal Services
- 2.6.1 The street network shall be developed as generally shown on the Schedules. All street construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Officer. The Development Officer may give consideration to minor incidental changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.
- 2.6.2 The developer and the adjacent land owners shall submit and receive approval for the entire design of Larry Uteck Boulevard to the intersection with Southgate Drive. The intent is to encourage the blasting and mass work to proceed at the same time.

- 2.6.3 The Developer shall, in accordance with the Capital Cost Contribution policy, construct the extension of Larry Uteck Boulevard. All work shall be completed and operational at the time of final approval of subdivision of the applicable Phase or building, or as otherwise directed by the Municipality. The Developer shall complete the extension of Larry Uteck Boulevard from the far edge of the property (presently owned by Cresco ) to the intersection with Southgate Drive and the completion of Southgate Drive within 12 months of the completion of the previous section of Larry Uteck Boulevard. If Larry Uteck Boulevard is not completed within the required time frame Halifax Regional Municipality may complete the roadway and charge the property owner directly. This may include placing a lien on the property.
- 2.6.4 The Developer shall construct a paved temporary cul-de-sac at the end of the completed portion of Larry Uteck Boulevard until such time as the next phase of development is complete.
- 2.6.5 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, 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.
- 2.6.6 The Developer agrees to design and construct the storm and sanitary system in accordance with the Master Stormwater Management Plan for the Wentworth/Bedford South Master Plan.
- 2.6.7 Any stormwater management facility proposed within any AParkland@area as identified on the Schedules shall be reviewed and approved by the Development Officer. The Developer agrees that such facility shall be designed and constructed in a manner which is consistent and compatible with the public use of the area.
- 2.6.8 Pursuant to this Section (Section 2.6), no occupancy permit shall be issued for any building on the Lands until all street improvements, municipal servicing systems and utilities have been completed, except that the occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 120 per cent of the estimated cost of completion, as provided by the Developer, of all outstanding work. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality

## 2.7 Municipal Water System

- 2.7.1 Prior to development, the Developer agrees to submit, at its own expense, to the Development Officer a Technical Servicing Report and a set of detailed engineering plans demonstrating that proposed water supply and distribution system is in accordance with the Birch Cove North Water Infrastructure Master Plan, prepared by CBCL and specifications of the Halifax Regional Water Commission. The Technical Servicing Report shall detail and provide the technical support for the proposed phasing and servicing arrangements under interim and ultimate development scenarios.
- 2.7.2 The Developer agrees to design and construct, at its own expense, the water supply and distribution system in accordance with specifications of the Halifax Regional Water Commission including a suitable alignment and profile. The water supply and distribution system includes a 300mm diameter distribution main along the full length of Larry Uteck Blvd that is within the "Lands". This distribution main is not eligible for cost-sharing with monies for the Birch Cove North Water Capital Cost Area ( filed as NSUARB-W-HFXR-R-99of September 17, 1999) as it is only 300 mm in diameter.
- 2.7.3 This land is located in the Birch Cove North Water Service District and is subject to a capital cost contribution in the amount of \$5,060.00 per acre. The Nova Scotia Utility and Review Board (NSURB) approved an interim application on September 17, 1999 for the noted amount and at a future date a final application will be made and approval will be received for a final rate. Should there be a difference between the interim and final rates an adjustment will be made by HRWC or the Developer within 30 days of the date of the NSURB order granting final approval. These lands are subject to a capital cost contribution from the Birch Cove North Water Service District and this is required to be paid to the Commission prior to the approval of the service connection.

## 2.8 Fire Services

- 2.8.1 Burning of site material such as but not limited to vegetation, brush and trees shall be prohibited.

## 2.9 Environmental Protection

### Erosion and Sedimentation Control

- 2.9.1 The provisions of the Master Stormwater Management Plan for Wentworth Estates/Bedford South Plan Area dated Oct 7, 2002 and more specifically Appendix "F" -Neighbourhood "B" Storm Water Management Plan shall generally apply as the guiding document in the preparation of detailed erosion and sedimentation plans.

- 2.9.2 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Officer and the Nova Scotia Department of the Environment and Labour a detailed Erosion and Sedimentation Control Plan for each Phase or subdivided lots of land 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. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.
- 2.9.3 The Parties agree that the Stormwater Management Plan and Erosion and Sedimentation Control Measures listed in the Schedules are intended as general guidelines only. The Developer further agrees that prior to the commencement of any work on any Phase of the Lands, or associated off-site works, detailed Plans shall be submitted and require the approval of the Development Officer. The Plans shall indicate the sequence of construction, the areas to be disturbed, any non-disturbance areas, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be put in place prior to and during development of that Phase.
- 2.9.4 Conformance to the Erosion & Sedimentation Control plans and Stormwater Management System shall be a condition of all permits, and the Development Officer shall require the Developer to post security in the amount of 2,500 dollars per acre of area (which will be deemed to include any Top Soil Permit Fees) to be disturbed to ensure that the environmental protection measures are properly implemented and maintained for each Phase. The security shall be in favour of the Municipality and may be in the form of certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all work for which environmental protection measures are required is satisfactorily completed, including the completion of the stormwater management system, monitoring program and certification from the Professional Engineer that the system or any phase therefore, has been constructed and completed in accordance with the approved design.
- 2.9.5 The Developer agrees to construct at its own expense the Stormwater Management System which conforms to the concept design approved by the Development Officer pursuant to this section. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.
- 2.9.6 The Developer shall obtain the necessary approvals from the Nova Scotia Department of the Environment and Labour in order to alter any wetlands or watercourses, as required. A copy of the approval shall be provided by the Developer to the Development Officer prior to the final approval of subdivision of

the applicable Phase, or as otherwise directed by the Municipality. If approval is granted by the Nova Scotia Department of the Environment and Labour, the Developer agrees, at its own expense, to complete the conditions of compensations established by the Nova Scotia Department of the Environment and Labour and to complete the conditions of compensation in the time frame established by Nova Scotia Department of Environment and Labour. The conditions of compensation may include but not limited to, interpretative signage along the Old Coach Road.

2.9.7 All earthworks and construction on the Lands shall comply with the requirements of the stormwater management plans and the erosion and sedimentation plans.

2.9.8 The Developer agrees to 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 each Phase or subdivided lot of land. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in the Agreement.

2.9.9 The Developer agrees not to commence clearing, excavation, grading or blasting activities until a Municipal Service Agreement has been executed. Notwithstanding the previous statement, the Development Officer may authorize the clearing of trees and grubbing within the proposed street right-of-way and adjacent area subject to the other conditions in this Agreement.

2.9.10 No parkland dedication shall be required during the subdivision process of these Lands.

## **2.10 Blasting**

2.10.1 All blasting shall be in accordance to By-law B-300 (Blasting By-Law) as amended from time to time. The Developer shall provide a detailed blasting plan outlining the phasing of any blasting taking place on the site. This plan shall be provided to the Development Officer for approval prior to receiving final approval of any blasting permits.

2.10.2 The Developer agrees, at its own expense, to provide a 24hours, 7 day a week phone number where information requests and/or complaints can be registered with the Developer prior to and during the blasting process.

## **2.11 Building and Site Lighting**

2.11.1 All lighting on the Lands, exclusive of signage lighting and street lighting, shall be designed, installed and maintained to supply adequate area lighting and provide adequate security. Lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties.

2.11.2 No occupancy permit shall be issued for any building until such time as the lighting has been completed. An occupancy permit may be issued, however, provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost, as provided by the Developer, to complete the lighting. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, 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.

## 2.12 Dwelling Units Prior to the Interchange

2.12.1 The Developer shall not seek development or building permits for more than 0 (Zero) dwelling units on the lands until the interchange has been constructed and connected to Larry Uteck Boulevard. Furthermore the Development Officer shall not grant Development Permits for more than 0 (Zero) dwelling units on the lands until the interchange has been constructed and connected to Larry Uteck Boulevard. Building permits may be issued, however, for the two commercial buildings and they may receive occupancy permits when Southgate Drive has been accepted by the Municipality generally to the intersection with Larry Uteck Boulevard.

## 2.13 Wentworth Charge Area

2.13.1 These lands are in the area known as the Wentworth Charge Area which is designated as a Charge Area in which an Infrastructure Charge is to be levied. The Infrastructure Charge Area is 10,893 dollars per acre based on the average density of 20 persons per acre and is adjusted for the estimated density based on the formula in the Subdivision Regulations and By-law of the former City of Halifax. These charges are separate from those contained in the Birch Cove North Water Service District.

## 2.14 Occupancy Permit

2.14.1 No occupancy permit shall be issued for any building constructed on the Lands until such time as the landscaping has been completed in accordance with this Agreement, provided however that where such building has been completed and all other terms of this Agreement have been met, an occupancy permit may be issued provided that the Developer supply a security deposit in the amount of 120 percent of the estimated cost to complete the landscaping. The security deposit shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit with automatic renewal issued by a chartered bank.

2.14.2 Should the Developer not complete the landscaping within six months of issuance of the occupancy permit except where weather conditions intervened, the

Municipality may use the deposit to complete the landscaping as set out in this 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 all work as described herein and illustrated on the Schedules, and as approved by the Municipality.

## 2.15 Temporary Rock Crusher

2.15.1 A temporary rock crusher may only be used for the construction of the proposed development. The temporary rock crusher shall only be operated between the hours of 8:00 a.m. and 8:00 p.m., six days a week, and may not be used for the production of gravel for another site. Such facility shall require a Provincial Pits & Quarry permit, and any other permits and approvals as required by any approval agency.

2.15.2 A non-illuminated sign indicating that rock crushing activity will be taking place must be posted in a visible location on the site at least 48 hours in advance of the crushing.

## 2.16 Tracking

2.16.1 The Developer agrees that, with each application for subdivision or a building, a summary table (Density/Audit sheet) of the total land area, sewershed, total number of lots, dwellings or commercial buildings approved to date, by category, and the number of persons per acre shall be submitted. The table shall also show any outstanding applications for which approval has not been granted.

## 2.17 Concept Plan Approval

2.17.1 The above sections shall be deemed to meet the requirements of the Subdivision Bylaw with respect to concept plan approval.

# PART 3: AMENDMENTS

3.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantive and may be amended, upon application by the Developer, by resolution of Community Council:

- (a) The siting of the buildings and building height;
- (b) Building materials;
- (c) Number of dwelling units that can be constructed before the interchange has been constructed and connected to Larry Uteck Boulevard. All applicable Development Agreements shall be amended if Community Council determines that there has been compliance with the subsections of Policy MS-7;
- (d) Landscape specifications; and



(e) Commencement and completion dates.

- 3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

#### **PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.2.1 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.3 In the event that the construction of the project has not commenced within four years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean completion of the footings for a building and completion of the building in a reasonable time frame.
- 4.4 If the Developer fails to complete the development, or after ten years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

#### **PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving

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

5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) 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 Developer from continuing such default and the Developer hereby submit to the jurisdiction of such Court and waive any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Property 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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with 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:  
per: \_\_\_\_\_

**Clayton Developments Limited**

per: \_\_\_\_\_

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

**Halifax Regional Municipality**

per: \_\_\_\_\_

MAYOR

\_\_\_\_\_  
Witness

per: \_\_\_\_\_

MUNICIPAL CLERK

**Existing Neighbourhoods 'A&C'**

**Bedford Plan Area**  
**Halifax Plan Area**



**Future Development**



**June, 2006**

**Schedule 'B'**  
**Conceptual Site Plan**  
**Lands of Clayton Developments Ltd.**

**ATTACHMENT B**

**THIS Agreement** made this                      day of                      , 2006,

BETWEEN:

**CRESCO GROUP (3020164 NOVA SCOTIA LIMITED)**  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**THE HALIFAX REGIONAL MUNICIPALITY**  
a body corporate, in the County of  
Halifax, Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located to the north of the Royale Hemlocks subdivision and west of the Bedford Highway in Halifax, and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement relating to the detailed design and planning for residential buildings on the portion of the Lands shown on Schedule "B", Schedule "C" or Schedule "D" pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Mainland Land Use By-law for Halifax;

**AND WHEREAS** the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on \_\_\_\_\_, 2006 , referenced as Municipal Case Number 00624;

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

**PART 1:            GENERAL REQUIREMENTS AND ADMINISTRATION**

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

- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Mainland Halifax, as may be amended from time to time.
- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Halifax, as may be amended from time to time.
- 1.4 Further to Section 2.2, 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 Owner agrees to observe and comply with all such laws, by laws and regulations in connection with the development and use of the Lands.

The Developer shall be responsible for securing all applicable approvals associated with the on site and off site servicing systems required to accommodate the development, including but not limited to 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 HRM and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer.

- 1.5 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 and Subdivision 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.

1.5.1 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.

- 1.6 The Developer and each lot owner shall be responsible for all costs, expenses, liabilities and obligations imposed on the Developer by this Agreement 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 owned by the Developer or lot owner.
- 1.7 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: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **2.1 Use**

- 2.1.1 The Developer shall construct buildings on the Lands, which, in the opinion of the Development Officer, are substantially in conformance with the Schedules (Plans inclusive) filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00624. The footprints shown on the Schedules are to be generally illustrative of the placement of the buildings. The Developer may choose to develop in accordance with Alternative A, or Alternative B or Alternative C or a combination hereof. The schedules are:

Schedule "A"	Legal Description of the Lands
Schedule "B"	Site Development Plan-Scenario A
Schedule "C"	Site Development Plan- Scenario B
Schedule "D"	Site Development Plan- Scenario C

### **2.1.2 Construction/Sales Trailer**

A trailer(s) 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.

### **2.2 Development Standards**

- 2.2.1 The maximum number of dwelling units shall not exceed 468 multiple and townhouse dwelling units and single detached dwelling units off the extension of Wagner Avenue. However, the Development Officer may permit a 5 percent increase (25) in the number of dwelling units provided the intent and all provisions of this Agreement have been adhered to. The overall density of the entire parcel as shown as Area B on Schedule III Community Concept Plan in Section XIV: The Wentworth Secondary Planning Strategy shall be a maximum of 20 persons per acre. Population shall be calculated based on an assumed occupancy of 3.35 persons per single, duplex or semi-detached or townhouse dwelling and 2.25 persons per dwelling in each multiple dwelling. Commercial densities shall be calculated to a maximum of 30 persons per acre.

- 2.2.1.1 The lots on the extension of Wagner Avenue in Fernleigh Park shall be permitted the following uses: single detached one-family dwelling; the office of a professional person located in the dwelling house used by such professional person as his private residence; a home occupation; uses accessory to any of the foregoing uses in accordance with the standards set out in the R-1 (Single Family Dwelling Zone) of the Halifax Land Use

Bylaw (Mainland Area) except that the minimum frontage shall be 60 feet and the minimum lot area shall be 6,000 square feet. Any dwelling shall be required to be serviced by both a municipal sewer and water system.

- 2.2.2 The multi-unit buildings shall be at least five habitable storeies above ground level. The maximum number of habitable stories shall be twelve exclusive of underground parking and roof structure including penthouse. No more than 15 percent of the roof structure may be occupied as habitable space.
- 2.2.3 No buildings shall be constructed except in conformance with the provisions of this Agreement and all applications for development permits shall include at least the following information:
- (a) elevation drawings showing the proposed design, exterior appearance, height, material, and signage;
  - (b) yard dimensions, building dimensions and measures to buffer adjacent uses;
  - (c) parking area layout, lighting and recycling facilities and landscaping;
  - (d) amenity space (indoor and outdoor);
  - (e) municipal services;
  - (f) grading and drainage plan;
  - (g) erosion and sedimentation control plan;
  - (h) vehicular and pedestrian access;
  - (i) landscaping and maintenance plan; and
  - (j) non-disturbance areas.

#### 2.2.4 Design Criteria

##### Multiple Buildings

Multiple unit buildings shall meet the following design criteria:

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued, in its major features, around all sides equally.
- (c) Exterior building materials shall not include vinyl siding, except for accents, or unpainted or exposed wolmanized wood.
- (d) Continuity and consistency in design shall be incorporated in all buildings that are in a grouping in order to provide a cohesive development.
- (e) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls and/or suitable landscaping .

- (f) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
- (g) Any exposed foundation in excess of 2 feet in height and 20 square feet in total area shall be architecturally detailed or veneered with stone or brick

#### 2.2.5 Waste Management in Apartment Structures

2.2.5.1 The building shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

2.2.5.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing/masonry walls with suitable landscaping.

2.2.5.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing/masonry walls with suitable landscaping.

#### 2.2.6 R-4 (Multiple Dwelling) Zone Requirements

2.2.6.1 Subject to the provisions of this Agreement, the multiple unit residential buildings shall meet the requirements of the R-4 (Multiple Dwelling) Zone and other applicable provisions including any setbacks from a watercourse, which shall be a minimum of 66 feet, of the Halifax Mainland Land Use By-law as may be amended from time to time except for the density provisions related to a maximum persons per acre of 75.

2.2.6.2 A temporary sign depicting the names and/or corporate logo of the Developer and the development shall be permitted on the site and shall be removed prior to the issuance of the last Occupancy Permit.

#### 2.2.7 Development Standards for the Townhouse Dwellings

The townhouse dwellings shall meet the following standards:

Minimum Lot Area: 1,800 square feet

Minimum Lot Frontage: 18 feet per townhouse



Maximum height: 35 feet

Minimum Side Yards Between Building Blocks: 8ft. for a total separation distance of 16ft.

Minimum front yard: 20 feet

Minimum Flankage Yard along Larry Uteck Blvd.: 30ft.

Minimum Rear yard: 20 feet

Required Parking: A minimum of 2 spaces per dwelling unit shall be provided.

Subdivision: Subdivision of the individual units shall be permitted along the common wall, therefore permitting a zero side yard between adjoining units if the units front on a public street.

Private Driveway: The townhouse development will be permitted to be developed on a private driveway. The above regulations apply if townhouse development is built on a private driveway; except that no subdivision of the townhouse units would be permitted.

Watercourse setback: Shall meet any setbacks from a watercourse, which shall be a minimum of 66 feet, of the Halifax Mainland Land Use By-law as may be amended from time to time.

## 2.2.8 Design Criteria Townhouse Buildings

The townhouse buildings shall meet the following design criteria:

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued, in its major features, around all sides equally.
- (c) Vinyl siding may be utilized to a maximum of 20 percent on front elevations. Front elevations facing Larry Uteck Boulevard shall be limited to 50 percent vinyl siding. Vinyl siding may be permitted along the side and rear of the units.
- (d) Continuity and consistency in design shall be incorporated in all building that are in a grouping providing a cohesive development.
- (e) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls and/or suitable landscaping and shall not be permitted in any yards adjacent to Larry Uteck Boulevard.
- (f) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.

## 2.3 Landscaping and Site Design

- 2.3.1 A detailed Landscape Plan prepared by a Landscape Architect (that is a full member, in good standing, of Canadian Society of Landscape Architects) shall be submitted with the application for Development Permit. The detailed landscape plan shall include, as a minimum, planting as identified in this Agreement and shall identify measures to provide a buffer and/or screening between the building and adjacent

residential properties as well as for aesthetic enhancement. The plan should maintain as much of the natural landscape and vegetation as can be reasonably achieved.

- 2.3.2 Street trees shall be in accordance with the HRM Municipal Service Specifications
- 2.3.3 Salt tolerant high branching deciduous street trees, a minimum of 2.4 inch caliper, will be required to be planted with a 25 foot on centre spacing along the internal driveway.
- 2.3.4 Decorative entry plantings should be provided at all main entrances which consist of a combination of small decorative trees, shrubs and ground covers.
- 2.3.5 Screen planting in the form of upright shrubs with a minimum of 50% being coniferous are to be located at the base of all retaining walls. All shrubs are to be a minimum height of 2 feet and be planted with a minimum on centre spacing of 2 feet. Low maintenance ground covers, shrubs, or vines in association with retaining walls should be proposed. The shrub material is to also screen any electrical transformer or other utility boxes.
- 2.3.6 The Developer shall ensure that all soft landscape areas, with the exception of the non-disturbance area, walkways, and driveways are to be provided with low maintenance material such as beach stone or another type of mulch, sod, or low maintenance groundcover. The sod is to conform to the Canadian Nursery Sod Growers' Specifications. The Developer shall ensure that all plant material is to conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and this shall be shown on the landscape plan.
- 2.3.7 Unfinished concrete surfaces on any podium or underground parking structure shall be treated with a combination of materials such as unit pavers, beech-stone, low shrub plantings, mulched areas, sodding and ground cover, for example.
- 2.3.8 The main entrance walkway to each building is to be decorative concrete, unit paving or equivalent. The proposed pathways are to be crushed stone, pea gravel, crushed brick or equivalent. Any pathways within the non-disturbance areas are to meet the requirements of the non-disturbance area. The pathways are to be lit with pedestrian scale 12 volt lighting or equivalent.
- 2.3.9 All proposed retaining walls in the rear yard are to be armour stone or equivalent but any retaining wall in a location which is readily visible from Larry Uteck Boulevard or adjacent the main entrance is to be constructed of a decorative rock with a precast concrete cap or equivalent.

- 2.3.10 All driveways and circulation aisles shall be asphalt or concrete. All parking lots are to be delineated by curbing which shall be concrete. Parking stalls shall be delineated by painted lines.
- 2.3.11 Vehicle access to the apartment complexes will be permitted off Larry Uteck Boulevard at the locations shown on the attached Schedules and are to provide for two way vehicle access simultaneously. All driveway accesses are to meet the requirements of By-Law S-300.
- 2.3.12 The Developer shall submit a completion certificate prepared by a member in good standing of the Atlantic Provinces Association of Landscape Architects to the Development Officer stating that all landscaping is in compliance with the terms of the Development Agreement prior to the issuance of the occupancy permit for an applicable building.

## **2.4 Tree Preservation**

- 2.4.1 The Developer agrees that tree retention is an important objective. Every effort is to be made to ensure the preservation of the existing living trees, three inches or greater in diameter. The landscape plan shall identify the limit of disturbance, the protective hoarding fence, type, and location as well as stockpile locations for topsoil and construction materials.
- 2.4.2 Proper arboriculture practices shall be undertaken and shall include such activities as the erection of tree protective fence located as close to the dripline of the trees to be preserved as possible for the duration of construction, and the pruning of any damaged limbs or roots. No stockpiling of soil or materials within the hoarded areas, or excavation/soil disturbance within ten feet to the trunk of any tree to be preserved will be allowed.
- 2.4.3 Notwithstanding sections 2.4.1 and 2.4.2 of this Agreement, where a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with an equivalent degree or diploma engaged by the property owner certifies in writing that a tree poses a danger to people or property or is in severe decline, the Development Officer may permit the tree to be removed.
- 2.4.4 Any trees to be preserved that are damaged or improperly removed shall be replaced, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 2.4 inch caliper for deciduous trees and coniferous trees a minimum of 5 feet high.
- 2.4.5 The area within the limit of disturbance is to be preserved intact including native understorey shrub material and native groundcovers with the exception of any invasive plant materials identified by the Landscape Architect and shown on the landscape plan.

**2.5 Maintenance**

- 2.5.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, retaining walls, walkways, 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 including salting or sanding of walkways and driveways.

**2.6 Streets and Municipal Services**

- 2.6.1 The street network shall be developed as generally shown on the Schedules. All street construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Officer. The Development Officer may give consideration to minor incidental changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.
- 2.6.2 The developer and the adjacent land owners shall submit and receive approval for the entire design of Larry Uteck Boulevard to the intersection with Southgate Drive. The intent is to encourage the blasting and mass work to proceed at the same time.
- 2.6.3 The Developer shall, in accordance with the Capital Cost Contribution policy, construct the extension of Larry Uteck Boulevard. All work shall be completed and operational at the time of final approval of subdivision of the applicable Phase or building, or as otherwise directed by the Municipality. The Developer shall complete the extension of Larry Uteck Boulevard to the far edge of the property (presently owned by Clayton Developments) within 18 Months of the date of execution of this Development Agreement. If Larry Uteck Boulevard is not completed within the required time frame Halifax Regional Municipality may complete the roadway and charge the property owner directly. This may include placing a lien on the property.
- 2.6.4 The Developer shall construct a paved temporary cul-de-sac at the end of the completed portion of Larry Uteck Boulevard until such time as the next phase of development is complete.
- 2.6.5 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, 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.

- 2.6.6 The Developer agrees to design and construct the storm and sanitary system in accordance with the Master Stormwater Management Plan for the Wentworth/Bedford South Master Plan.
- 2.6.7 Any stormwater management facility proposed within any "Parkland" area as identified on the Schedules shall be reviewed and approved by the Development Officer. The Developer agrees that such facility shall be designed and constructed in a manner which is consistent and compatible with the public use of the area.
- 2.6.8 Pursuant to this Section (Section 2.6), no occupancy permit shall be issued for any building on the Lands until all street improvements, municipal servicing systems and utilities have been completed, except that the occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 120 per cent of the estimated cost of completion, as provided by the Developer, of all outstanding work. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality
- 2.7 Municipal Water System
- 2.7.1 Prior to development, the Developer agrees to submit, at its own expense, to the Development Officer a Technical Servicing Report and a set of detailed engineering plans demonstrating that proposed water supply and distribution system is in accordance with the Birch Cove North Water Infrastructure Master Plan, prepared by CBCL and specifications of the Halifax Regional Water Commission. The Technical Servicing Report shall detail and provide the technical support for the proposed phasing and servicing arrangements under interim and ultimate development scenarios.
- 2.7.2 The Developer agrees to design and construct, at its own expense, the water supply and distribution system in accordance with specifications of the Halifax Regional Water Commission including a suitable alignment and profile and conveyance of an easement at the time of acceptance. The water supply and distribution system includes:
- (a) a 300mm diameter distribution main along the full length of Larry Uteck Blvd that is within the "Lands" and:
  - (b) a 300 mm diameter Intermediate Zone distribution main extended from the present or proposed terminus at the Emscote boundary line northward to the termination point at the existing Wagner Drive in the Fernleigh subdivision. The standard width necessary to allow vehicle and equipment access is 6 metres.

- 2.7.3 The distribution main is not eligible for cost-sharing with monies for the Birch Cove North Water Capital Cost Area ( filed as NSUARB-W-HFXR-R-99of September 17, 1999) as it is only 300 mm in diameter. The actual location of this Intermediate Zone distribution main will be determined after an engineering study. The Developer shall have this Intermediate Zone distribution main operational and taken over by the HRWC five years from the date of this Agreement or after three apartment buildings have occupancy permits, whichever comes first. No bonding or other guarantee shall be required if this Intermediate Zone distribution main is not turned over to the HRWC during the subdivision stage.
- 2.7.4 This land is located in the Birch Cove North Water Service District and is subject to a capital cost contribution in the amount of \$5,060.00 per acre. The Nova Scotia Utility and Review Board (NSURB) approved an interim application on September 17, 1999 for the noted amount and at a future date a final application will be made and approval will be received for a final rate. Should there be a difference between the interim and final rates an adjustment will be made by HRWC or the Developer within 30 days of the date of the NSURB order granting final approval. These lands are subject to a capital cost contribution from the Birch Cove North Water Service District and this is required to be paid to the Commission prior to the approval of the service connection.
- 2.8 Fire Services
- 2.8.1 Burning of site material such as but not limited to vegetation, brush and trees shall be prohibited.
- 2.9 Environmental Protection
- Erosion and Sedimentation Control
- 2.9.1 The provisions of the Master Stormwater Management Plan for Wentworth Estates/Bedford South Plan Area dated Oct 7, 2002 and more specifically Appendix "F" -Neighbourhood "B" Storm Water Management Plan shall generally apply as the guiding document in the preparation of detailed erosion and sedimentation plans.
- 2.9.2 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Officer and the Nova Scotia Department of the Environment and Labour a detailed Erosion and Sedimentation Control Plan for each Phase or subdivided lots of land 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. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

- 2.9.3 The Parties agree that the Stormwater Management Plan and Erosion and Sedimentation Control Measures listed in the Schedules are intended as general guidelines only. The Developer further agrees that prior to the commencement of any work on any Phase of the Lands, or associated off-site works, detailed Plans shall be submitted and require the approval of the Development Officer. The Plans shall indicate the sequence of construction, the areas to be disturbed, any non-disturbance areas, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be put in place prior to and during development of that Phase.
- 2.9.4 Conformance to the Erosion & Sedimentation Control plans and Stormwater Management System shall be a condition of all permits, and the Development Officer shall require the Developer to post security in the amount of 2,500 dollars per acre of area (which will be deemed to include any Top Soil Permit Fees) to be disturbed to ensure that the environmental protection measures are properly implemented and maintained for each Phase, prior to the issuance of a Top Soil Removal Permit. The security shall be in favour of the Municipality and may be in the form of certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all work for which environmental protection measures are required is satisfactorily completed, including the completion of the stormwater management system, monitoring program and certification from the Professional Engineer that the system or any phase therefore, has been constructed and completed in accordance with the approved design.
- 2.9.5 The Developer agrees to construct at its own expense the Stormwater Management System which conforms to the concept design approved by the Development Officer pursuant to this section. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.
- 2.9.6 The Developer shall obtain the necessary approvals from the Nova Scotia Department of the Environment and Labour in order to alter any wetlands or watercourses, as required. A copy of the approval shall be provided by the Developer to the Development Officer prior to the final approval of subdivision of the applicable Phase, or as otherwise directed by the Municipality. If approval is granted by the Nova Scotia Department of the Environment and Labour, the Developer agrees, at its own expense, to complete the conditions of compensations established by the Nova Scotia Department of the Environment and Labour and to complete the conditions of compensation in the time frame established by Nova Scotia Department of Environment and Labour. The conditions of compensation may include, shall be but not limited to, interpretative signage along the Old Coach Road.

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- 2.9.7 All earthworks and construction on the Lands shall comply with the requirements of the stormwater management plans and the erosion and sedimentation plans.
- 2.9.8 The Developer agrees to 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 each Phase or subdivided lot of land. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in the Agreement.
- 2.9.9 The Developer agrees not to commence clearing, excavation, grading or blasting activities until a Municipal Service Agreement has been executed. Notwithstanding the previous statement, the Development Officer may authorize the clearing of trees and grubbing within the proposed street right-of-way and adjacent area subject to the other conditions in this Agreement.
- 2.10 Non-Disturbance Areas
- 2.10.1 Non-disturbance areas for individual phases, and lots shall be identified at the time of detailed site and/or grading plan approval to maximize tree retention within each phase. These non-disturbance areas shall conform to those as shown on the attached Schedules as natural areas to be retained. 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 and grading plans for each lot and in the field prior to and during construction.
- 2.10.2 The Development Officer may approve the following activities within the non-disturbance areas if the materials, design, and layout are sympathetic to the location:
- (a) removal of trees of less than three inch caliper;
  - (b) removal of fallen timber and dead debris;
  - (c) placement of a natural based informal pathway (ie. mulch, wood chip or appropriate equivalents);
  - (d) construction of small landscape structures such as benches, gazebos, sheds, or fences provided the placement of these structures results in minimal soil disturbance and minimal removal of vegetation;
  - (e) placement of a retaining wall for the purpose of soil stabilization which is constructed of natural stone or simulated natural-appearance materials; and
  - (f) placement of municipal services, power lines or other utility or service infrastructure.
- 2.10.3 Non-disturbance lines shall be identified by the Developer in consultation with the consultant's landscape architect (with snow fence, protective hoarding, or other



appropriate barrier) in the field prior to any site preparation (ie. tree cutting or excavation activity) associated with lot construction (ie. buildings, services, driveways and landscaping).

- 2.10.4 Disturbance may occur within a non-disturbance area if an unsafe condition exists in the opinion of the Development Officer and will remain if disturbance does not occur.

## 2.11 Trail And Open Space

- 2.11.1 All "Parkland" and "Open Space" parcels shall be designed and constructed by the Developers in conformance with the guidelines and requirements as specified by the Development Officer. Minor alterations to the final alignment and configuration of the open space and walkway may be considered provided the alterations are mutually consented, for the purpose of improving environmental and safety measures, and to further the intent of this Agreement.
- 2.11.2 All "Parkland" and "Trail" parcels shall remain in their natural state, undisturbed unless site preparation is required as specified in this Agreement or as approved by the Development Officer. If disturbance does occur without the necessary approvals, the Developer shall, at its own expense, reinstate the area upon the direction of the Development Officer.
- 2.11.3 The public trail shall be provided by the Developer, at its own expense, as generally shown on the Schedules and subject to the following unless otherwise directed by the Development Officer. A trail shall also be developed generally over the easement granted to the HRWC for the Intermediate Zone distribution main which will provide for pedestrian movement to and from Wagner Avenue.
- (a) No site disturbance shall take place on the proposed public trail and open space until the site plan, to be submitted by the Developer, has been approved by the Development Officer. The site plan shall include but not be limited to site layout, tree removal, site grading, facility and walkway locations, park signage and location, stormwater management facilities, and surface materials. The Developer may raise, through the use of fill, the elevation of some of the parkland areas as a result of the construction of the Intermediate Zone distribution water main;
  - (b) The Developer shall be responsible for the site preparation, construction and completion of the trail. The improvements shall include a minimum of 10 feet wide self-containing granular trail consisting of a compacted gravel base and a crusher dust surface; storm culverts as required; and the border areas with wood chips.
  - (c) The Developer agrees, at its own expense, to construct and place signage along the trail indicating motorized vehicles shall be prohibited except maintenance, emergency or patrol vehicles. The design and placement of this signage shall be reviewed and approved by the Development Officer;

- (d) The Developer agrees, at its own expense, to retain a Professional Landscape Architect who is in good standing with the Association to design trail.
- 2.11.4 The Developer agrees that the “trail” and “Open Space” site preparation and development as described in this Section shall be completed within one year of the completion of Larry Uteck Boulevard. except that the Municipality may, at its discretion, issue final approval subject to security being provided to the Municipality in the amount of 120 per cent of the estimated cost of completion of all outstanding work. 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 in the Municipality’s name issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality. If outstanding work is not completed within one year from the date of the certified cheque or irrevocable, automatically renewable letter of credit, the Municipality may cash the cheque or letter of credit for the amount owing to complete the outstanding work and complete the necessary work.
- 2.11.5 The Developer shall deed the lands for the trail and the open space at the completion of the required work with an easement granted to the HRWC for the Intermediate Zone distribution main.
- 2.11.6 The Developer shall be responsible for any cost associated with the construction, maintenance and repair of the recreation and open space lands (as described above), and associated recreation facilities, until such time that HRM legally accepts responsibility for these lands.
- 2.11.7 HRM shall not legally accepts responsibility of these lands until all clauses of this Agreement are adhered to as they apply to the “Parkland” or “Open Space” parcels.
- 2.11.8 The Development Officer may approve minor changes within this Section provided the integrity of the design and parkland area is maintained or enhanced, and furthers the intent of this Agreement.
- 2.12 Blasting
- 2.12.1 All blasting shall be in accordance to By-law B-300 (Blasting By-Law) as amended from time to time. The Developer shall provide a detailed blasting plan outlining the phasing of any blasting taking place on the site. This plan shall be provided to the Development Officer for approval prior to receiving final approval of any blasting permits.
- 2.12.2 The Developer agrees, at its own expense, to provide a 24hours, 7 day a week phone number where information requests and/or complaints can be registered with the Developer prior to and during the blasting process.

**2.13 Building and Site Lighting**

2.13.1 All lighting on the Lands, exclusive of signage lighting and street lighting, shall be designed, installed and maintained to supply adequate area lighting and provide adequate security. Lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties.

2.13.2 No occupancy permit shall be issued for any building until such time as the lighting has been completed. An occupancy permit may be issued, however, provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost, as provided by the Developer, to complete the lighting. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, 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.

**2.14 Dwelling Units Prior to the Interchange**

2.14.1 The Developer shall not seek development or building permits for more than 215 dwelling units on the lands until the interchange has been constructed and connected to Larry Uteck Boulevard. Furthermore the Development Officer shall not grant Development Permits for more than 215 dwelling units on the lands until the interchange has been constructed and connected to Larry Uteck Boulevard.

**2.15 Wentworth Charge Area**

2.15.1 These lands are in the area known as the Wentworth Charge Area which is designated as a Charge Area in which an Infrastructure Charge is to be levied. The Infrastructure Charge Area is 10,893 dollars per acre based on the average density of 20 persons per acre and is adjusted for the estimated density based on the formula in the Subdivision Regulations and By-law of the former City of Halifax. These charges are separate from those contained in the Birch Cove North Water Service District.

**2.16 Occupancy Permit**

2.16.1 No occupancy permit shall be issued for any building constructed on the Lands until such time as the landscaping has been completed in accordance with this Agreement, provided however that where such building has been completed and all other terms of this Agreement have been met, an occupancy permit may be issued provided that the Developer supply a security deposit in the amount of 120 percent of the estimated cost to complete the landscaping. The security deposit shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit with automatic renewal issued by a chartered bank.

- 2.16.2 Should the Developer not complete the landscaping within six months of issuance of the occupancy permit except where weather conditions intervened, the Municipality may use the deposit to complete the landscaping as set in this 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 all work as described herein and illustrated on the Schedules, and as approved by the Municipality.

#### 2.17 Temporary Rock Crusher

- 2.17.1 A temporary rock crusher may only be used for the construction of the proposed development. The temporary rock crusher shall only be operated between the hours of 8:00 a.m. and 8:00 p.m., six days a week, and may not be used for the production of gravel for another site. Such facility shall require a Provincial Pits & Quarry permit, and any other permits and approvals as required by any approval agency.
- 2.17.2 A non-illuminated sign indicating that rock crushing activity will be taking place must be posted in a visible location on the site at least 48 hours in advance of the crushing.

#### 2.18 Tracking

- 2.18.1 The Developer agrees that, with each application for subdivision or a building, a summary table (Density/Audit sheet) of the total land area, sewershed, total number of lots, dwellings or commercial buildings approved to date, by category, and the number of persons per acre shall be submitted. The table shall also show any outstanding applications for which approval has not been granted.

#### 2.19 Concept Plan Approval

- 2.19.1 The above sections shall be deemed to meet the requirements of the Subdivision Bylaw with respect to concept plan approval

### PART 3: AMENDMENTS

- 3.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantive and may be amended, upon application by the Developer, by resolution of Community Council:

- (a) The siting of the buildings and building height;
- (b) Building materials;
- (c) Number of dwelling units that can be constructed before the interchange has been constructed and connected to Larry Uteck Boulevard. All applicable Development Agreements shall be amended if Community Council determines that there has been compliance with the subsections of Policy MS-7;

- (d) Landscape specifications and
- (e) Commencement and completion dates.

3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

#### **PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

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

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

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

4.3 In the event that the construction of the project has not commenced within four years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean completion of the footings for a building and completion of the building in a reasonable time frame.

4.4 If the Developer fails to complete the development, or after ten years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

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

#### **PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving

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

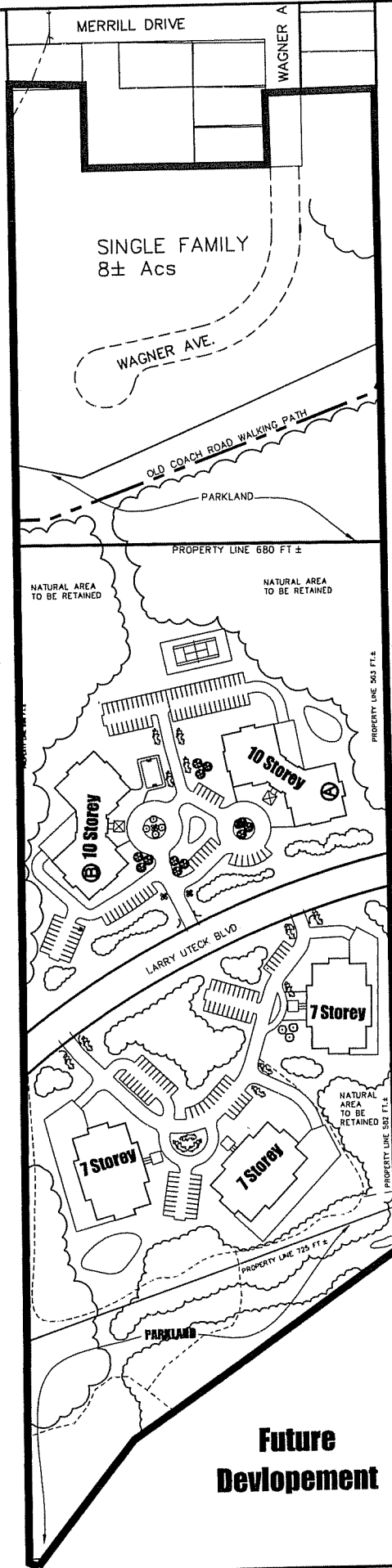
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then 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 Developer from continuing such default and the Developer hereby submit to the jurisdiction of such Court and waive any defence based upon the allegation that damages would be an adequate remedy;
  - (b) The Municipality may enter onto the Property 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; and/or
  - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with 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	)	<b>Cresco Group (3020164 Nova Scotia Limited)</b>
in the presence of:	)	
	)	
per: _____	)	per: _____
	)	
	)	per: _____
	)	
Sealed, Delivered and Attested	)	<b>Halifax Regional Municipality</b>
by the proper signing officers of	)	
Halifax Regional Municipality	)	
duly authorized on that behalf	)	per: _____
in the presence of	)	MAYOR
	)	
per: _____	)	per: _____
	)	MUNICIPAL CLERK

**Lands of Clayton Developments Ltd.**

**Lands of Emscote Ltd.**

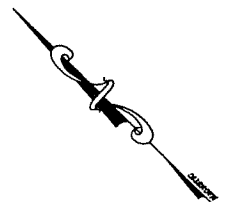
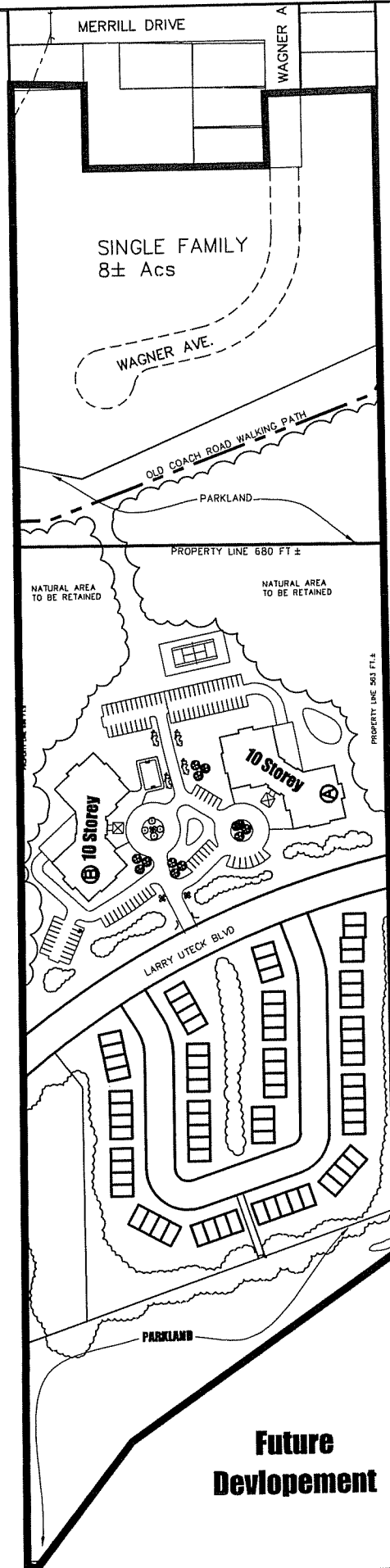


**June, 2006**

**Schedule 'B'**  
**Site Plan Scenario 'A'**  
**Lands of Cresco Homes Ltd.**

**Lands of Clayton Developments Ltd.**

**Lands of Emscote Ltd.**



**June, 2006**

**Schedule 'C'**  
**Site Plan Scenario 'B'**  
**Lands of Cresco Homes Ltd.**



MERRILL DRIVE

WAGNER A

SINGLE FAMILY  
8± Acs

WAGNER AVE.

OLD COACH ROAD WALKING PATH

PARKLAND

PROPERTY LINE 680 FT ±

NATURAL AREA TO BE RETAINED

NATURAL AREA TO BE RETAINED

PROPERTY LINE 563 FT ±

10 Storey

10 Storey

10 Storey

10 Storey

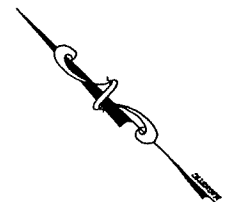
LARRY UTECK BLVD

PARKLAND

**Future Development**

**Lands of Emscote Ltd.**

## Future Development



**Schedule 'D'**  
**Site Plan Scenario 'C'**  
**Lands of Cresco Homes Ltd.**

## June, 2006

**ATTACHMENT C**

**THIS Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

BETWEEN:

**EMSCOTE LIMITED**  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**THE HALIFAX REGIONAL MUNICIPALITY**  
a body corporate, in the County of  
Halifax, Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located to the north of the Royale Hemlocks subdivision and west of the Bedford Highway in Halifax (not including the parcel fronting the Bedford Highway shown on Schedule "B" or Schedule "C" as "future development"), and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement relating to the detailed design and planning for residential buildings on the portion of the Lands shown on Schedule "B" or Schedule "C" pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Mainland Land Use By-law for Halifax;

**AND WHEREAS** the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on \_\_\_\_\_, 2006, referenced as Municipal Case Number 00624;

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

**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

- 1.1 The Developer agrees that the Lands shall be subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Mainland Halifax, as may be amended from time to time.

- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Halifax, as may be amended from time to time.
- 1.4 Further to Section 2.2, 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 Owner agrees to observe and comply with all such laws, by laws and regulations in connection with the development and use of the Lands.

The Developer shall be responsible for securing all applicable approvals associated with the on site and off site servicing systems required to accommodate the development, including but not limited to 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 HRM and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer.

- 1.5 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 and Subdivision 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.

1.5.1 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.

- 1.6 The Developer and each lot owner shall be responsible for all costs, expenses, liabilities and obligations imposed on the Developer by this Agreement 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 owned by the Developer or lot owner.

- 1.7 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: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **2.1 Use**

- 2.1.1 The Developer shall construct buildings on the Lands, which, in the opinion of the Development Officer, are substantially in conformance with the Schedules (Plans inclusive) filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00624. The footprints shown on the Schedules are to

be generally illustrative of the placement of the buildings. The Developer may choose to develop in accordance with Scenario A or Scenario B or a combination hereof. The schedules are:

Schedule "A"	Legal Description of the Lands
Schedule "B"	Site Development Plan Scenario A
Schedule "C"	Site Development Plan Scenario B

#### 2.1.2 Construction/Sales Trailer

A trailer(s) 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.

### 2.2 Development Standards

- 2.2.1 The maximum number of dwelling units shall not exceed 480. However, the Development Officer may permit a number of dwelling units to increase by 24 provided the intent and all provisions of this Agreement have been adhered to. The overall density of the entire parcel as shown as Area C on Schedule III Community Concept Plan in Section XIV: The Wentworth Secondary Planning Strategy shall be a maximum of 20 persons per acre. Population shall be calculated based on an assumed occupancy of 3.35 persons per single, duplex or semi-detached or townhouse dwelling and 2.25 persons per dwelling in each multiple dwelling. Commercial densities shall be calculated to a maximum of 30 persons per acre.
- 2.2.2 The multi-unit buildings shall be at least five habitable storeys above ground level. The maximum number of habitable storeys shall be twelve exclusive of underground parking and roof structure including penthouse. No more than 15 percent of the roof structure may be occupied as habitable space.
- 2.2.3 No buildings shall be constructed except in conformance with the provisions of this Agreement and all applications for development permits shall include at least the following information:
- (a) elevation drawings showing the proposed design, exterior appearance, height, material, and signage;
  - (b) yard dimensions, building dimensions and measures to buffer adjacent uses;
  - (c) parking area layout, lighting and recycling facilities and landscaping;
  - (d) amenity space (indoor and outdoor);
  - (e) municipal services;
  - (f) grading and drainage plan;
  - (g) erosion and sedimentation control plan;

- (h) vehicular and pedestrian access;
- (i) landscaping and maintenance plan; and
- (j) non-disturbance areas.

#### 2.2.4 Design Criteria Multiple Buildings

Multiple unit buildings shall meet the following design criteria:

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued, in its major features, around all sides equally.
- (c) Exterior building materials shall not include vinyl siding, except for accents, or unpainted or exposed wolmanized wood.
- (d) Continuity and consistency in design shall be incorporated in all buildings that are in a grouping in order to provide a cohesive development.
- (e) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls and/or suitable landscaping.
- (f) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
- (g) Any exposed foundation in excess of 2 feet in height and 20 square feet in total area shall be architecturally detailed or veneered with stone or brick

#### 2.2.5 Waste Management in Apartment Structures

2.2.5.1 The building shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

2.2.5.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing/masonry walls with suitable landscaping.

2.2.5.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing/masonry walls with suitable landscaping.

## 2.2.6 R-4 (Multiple Dwelling) Zone Requirements

2.2.6.1 Subject to the provisions of this Agreement, the multiple unit residential buildings shall meet the requirements of the R-4 (Multiple Dwelling) Zone and other applicable provisions including any setbacks from a watercourse, which shall be a minimum of 66 feet, of the Halifax Mainland Land Use By-law as may be amended from time to time except for the density provisions related to maximum persons per acre of 75 and the minimum lot frontage requirements may be reduced to 30 feet for one building and may be achieved by a flag lot design if so required.

2.2.6.2 A temporary sign depicting the names and/or corporate logo of the Developer and the development shall be permitted on the site and shall be removed prior to the issuance of the last Occupancy Permit.

## 2.3 Landscaping and Site Design

2.3.1 A detailed Landscape Plan prepared by a Landscape Architect (that is a full member, in good standing, of Canadian Society of Landscape Architects) shall be submitted with the application for Development Permit. The detailed landscape plan shall include planting as generally identified in this Agreement and shall identify measures to provide a buffer and/or screening between the building and adjacent residential properties as well as for aesthetic enhancement. The plan shall show any amenity areas including any private recreation facilities such as tennis courts. The plan should maintain as much of the natural landscape and vegetation as can be reasonably achieved.

2.3.2 Street trees shall be in accordance with the HRM Municipal Service Specifications

2.3.3 Salt tolerant high branching deciduous street trees, a minimum of 2.4 inch caliper, will be required to be planted with a 25 foot on centre spacing along the internal driveway.

2.3.4 Decorative entry plantings should be provided at all main entrances which consist of combinations of small decorative trees, shrubs and ground covers.

2.3.5 Screen planting in the form of upright shrubs with a minimum of 50% being coniferous are to be located at the base of all retaining walls. All shrubs are to be a minimum height of 2 feet and be planted with a minimum on centre spacing of 2 feet. Low maintenance ground covers, shrubs, or vines in association with retaining walls should be proposed. The shrub material is to also screen any electrical transformer or other utility boxes.

- 2.3.6 The Developer shall ensure that all soft landscape areas, with the exception of the non-disturbance area, walkways, and driveways are to be provided with low maintenance material such as beach stone or another type of mulch, sod, or low maintenance groundcover. The sod is to conform to the Canadian Nursery Sod Growers' Specifications. The Developer shall ensure that all plant material is to conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and this shall be shown on the landscape plan.
- 2.3.7 Unfinished concrete surfaces on any podium or underground parking structure shall be treated with a combination of materials such as unit pavers, beech-stone, low shrub plantings, mulched areas, sodding and ground cover, for example.
- 2.3.8 The main entrance walkway to each building is to be decorative concrete, unit paving or equivalent. The proposed pathways are to be crushed stone, pea gravel, crushed brick or equivalent. Any pathways within the non-disturbance areas are to meet the requirements of the non-disturbance area. The pathways are to be lit with pedestrian scale 12 volt lighting or equivalent.
- 2.3.9 All proposed retaining walls in the rear yard are to be armour stone or equivalent but any retaining wall in a location which is readily visible from Larry Uteck Boulevard or adjacent the main entrance is to be constructed of a decorative rock with a precast concrete cap or equivalent.
- 2.3.10 All driveways and circulation aisles shall be asphalt or concrete. All parking lots are to be delineated by curbing which shall be concrete. Parking stalls shall be delineated by painted lines.
- 2.3.11 Vehicle access to the apartment complexes will be permitted off Larry Uteck Boulevard at the locations shown on the attached Schedules and are to provide for two way vehicle access simultaneously. All driveway accesses are to meet the requirements of By-Law S-300.
- 2.3.12 The Developer shall submit a completion certificate prepared by a member in good standing of the Atlantic Provinces Association of Landscape Architects to the Development Officer stating that all landscaping is in compliance with the terms of the Development Agreement prior to the issuance of the occupancy permit for an applicable building subject to 2.15.1.

## 2.4 Tree Preservation

- 2.4.1 The Developer agrees that tree retention is an important objective. Every effort is to be made to ensure the preservation of the existing living trees, three inches or greater in diameter. The landscape plan shall identify the limit of disturbance, the protective hoarding fence, type, and location as well as stockpile locations for topsoil and construction materials.

- 2.4.2 Proper arboriculture practices shall be undertaken and shall include such activities as the erection of tree protective fence located as close to the dripline of the trees to be preserved as possible for the duration of construction, and the pruning of any damaged limbs or roots. No stockpiling of soil or materials within the hoarded areas, or excavation/soil disturbance within ten feet to the trunk of any tree to be preserved will be allowed.
- 2.4.3 Notwithstanding sections 2.4.1 and 2.4.2 of this Agreement, where a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with an equivalent degree or diploma engaged by the property owner certifies in writing that a tree poses a danger to people or property or is in severe decline, the Development Officer may permit the tree to be removed.
- 2.4.4 Any trees to be preserved that are damaged or improperly removed shall be replaced, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 2.4 inch caliper for deciduous trees and coniferous trees a minimum of 5 feet high.
- 2.4.5 The area within the limit of disturbance is to be preserved intact including native understorey shrub material and native groundcovers with the exception of any invasive plant materials identified by the Landscape Architect and shown on the landscape plan.
- 2.5 Maintenance
- 2.5.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, retaining walls, walkways, 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 including salting or sanding of walkways and driveways.
- 2.6 Streets and Municipal Services
- 2.6.1 The street network shall be developed as generally shown on the Schedules. All street construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Officer. The Development Officer may give consideration to minor incidental changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.
- 2.6.2 The developer and the adjacent land owners shall submit and receive approval for the entire design of Larry Uteck Boulevard to the intersection with Southgate Drive. The intent is to encourage the blasting and mass work to proceed at the same time.



- 2.6.3 The Developer shall, in accordance with the Capital Cost Contribution policy, construct the extension of Larry Uteck Boulevard. All work shall be completed and operational at the time of final approval of subdivision of the applicable Phase or building, or as otherwise directed by the Municipality. The Developer shall complete the extension of Larry Uteck Boulevard to the far edge of the property (presently owned by Cresco ) within 18 Months of the date of execution of this Development Agreement. If Larry Uteck Boulevard is not completed within the required time frame Halifax Regional Municipality may complete the roadway and charge the property owner directly. This may include placing a lien on the property.
- 2.6.4 The Developer shall construct a paved temporary cul-de-sac at the end of the completed portion of Larry Uteck Boulevard until such time as the next phase of development is complete.
- 2.6.5 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, 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.
- 2.6.6 The Developer agrees to design and construct the storm and sanitary system in accordance with the Master Stormwater Management Plan for the Wentworth/Bedford South Master Plan.
- 2.6.7 Any stormwater management facility proposed within any "Parkland" area as identified on the Schedules shall be reviewed and approved by the Development Officer. The Developer agrees that such facility shall be designed and constructed in a manner which is consistent and compatible with the public use of the area.
- 2.6.8 Pursuant to this Section (Section 2.6), no occupancy permit shall be issued for any building on the Lands until all street improvements, municipal servicing systems and utilities have been completed, except that the occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 120 per cent of the estimated cost of completion, as provided by the Developer, of all outstanding work. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality

## 2.7 Municipal Water System

- 2.7.1 Prior to development, the Developer agrees to submit, at its own expense, to the Development Officer a Technical Servicing Report and a set of detailed engineering plans demonstrating that proposed water supply and distribution system is in

accordance with the Birch Cove North Water Infrastructure Master Plan, prepared by CBCL and specifications of the Halifax Regional Water Commission. The Technical Servicing Report shall detail and provide the technical support for the proposed phasing and servicing arrangements under interim and ultimate development scenarios.

- 2.7.2 The Developer agrees to design and construct, at its own expense, the water supply and distribution system in accordance with specifications of the Halifax Regional Water Commission including a suitable alignment and profile and conveyance of an easement at the time of acceptance. The water supply and distribution system includes:
- (a) a 300mm diameter distribution main along the full length of Larry Uteck Blvd that is within the "Lands" and;
  - (b) a 300 mm diameter Intermediate Zone distribution main extended from the present terminus at the Pinnacle boundary line across the Emscote property to the adjacent property to the north presently owned by Cresco. The standard width necessary to allow vehicle and equipment access is 6 metres. Covering the distribution main would be an acceptable installation method.
- 2.7.3 The Intermediate Zone distribution main is not eligible for cost-sharing with monies for the Birch Cove North Water Capital Cost Area (filed as NSUARB-W-HFXR-R-99 of September 17, 1999) as it is only 300 mm in diameter. The actual location of this Intermediate Zone distribution main will be determined after an engineering study. The Developer shall have this Intermediate Zone distribution main operational and taken over by the HRWC five years from the date of this Agreement or after three apartment buildings have occupancy permits, whichever comes first. No bonding or other guarantee shall be required if this Intermediate Zone distribution main is not turned over to the HRWC during the subdivision stage.
- 2.7.4 This land is located in the Birch Cove North Water Service District and is subject to a capital cost contribution in the amount of \$5,060.00 per acre. The Nova Scotia Utility and Review Board (NSURB) approved an interim application on September 17, 1999 for the noted amount and at a future date a final application will be made and approval will be received for a final rate. Should there be a difference between the interim and final rates an adjustment will be made by HRWC or the Developer within 30 days of the date of the NSURB order granting final approval. These lands are subject to a capital cost contribution from the Birch Cove North Water Service District and this is required to be paid to the Commission prior to the approval of the service connection.

## 2.8 Fire Services

- 2.8.1 Burning of site material such as but not limited to vegetation, brush and trees shall be prohibited.

## 2.9 Environmental Protection

### Erosion and Sedimentation Control

- 2.9.1 The provisions of the Master Stormwater Management Plan for Wentworth Estates/Bedford South Plan Area dated Oct 7, 2002 and more specifically Appendix "F" -Neighbourhood "B" Storm Water Management Plan shall generally apply as the guiding document in the preparation of detailed erosion and sedimentation plans. The provisions for Neighbourhood B are identified on the Schedules of this Agreement.
- 2.9.2 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Officer and the Nova Scotia Department of the Environment and Labour a detailed Erosion and Sedimentation Control Plan for each Phase or subdivided lots of land 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. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.
- 2.9.3 The Parties agree that the Stormwater Management Plan and Erosion and Sedimentation Control Measures listed in the Schedules are intended as general guidelines only. The Developer further agrees that prior to the commencement of any work on any Phase of the Lands, or associated off-site works, detailed Plans shall be submitted and require the approval of the Development Officer. The Plans shall indicate the sequence of construction, the areas to be disturbed, any non-disturbance areas, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be put in place prior to and during development of that Phase.
- 2.9.4 Conformance to the Erosion & Sedimentation Control plans and Stormwater Management System shall be a condition of all permits, and the Development Officer shall require the Developer to post security in the amount of 2,500 dollars per acre of area (which will be deemed to include any Top Soil Permit Fees) to be disturbed to ensure that the environmental protection measures are properly implemented and maintained for each Phase. The security shall be in favour of the Municipality and may be in the form of certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security

shall be returned to the Developer when all work for which environmental protection measures are required is satisfactorily completed, including the completion of the stormwater management system, monitoring program and certification from the Professional Engineer that the system or any phase therefore, has been constructed and completed in accordance with the approved design.

- 2.9.5 The Developer agrees to construct at its own expense the Stormwater Management System which conforms to the concept design approved by the Development Officer pursuant to this section. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.
- 2.9.6 The Developer shall obtain the necessary approvals from the Nova Scotia Department of the Environment and Labour in order to alter any wetlands or watercourses, as required. A copy of the approval shall be provided by the Developer to the Development Officer prior to the final approval of subdivision of the applicable Phase, or as otherwise directed by the Municipality. If approval is granted by the Nova Scotia Department of the Environment and Labour, the Developer agrees, at its own expense, to complete the conditions of compensations established by the Nova Scotia Department of the Environment and Labour and to complete the conditions of compensation in the time frame established by Nova Scotia Department of Environment and Labour. The conditions of compensation may include but not limited to, interpretative signage along the Old Coach Road.
- 2.9.7 All earthworks and construction on the Lands shall comply with the requirements of the stormwater management plans and the erosion and sedimentation plans.
- 2.9.8 The Developer agrees to 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 each Phase or subdivided lot of land. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in the Agreement.
- 2.9.9 The Developer agrees not to commence any disturbance, removal of topsoil, excavation, grading or any other site work on the Lands until a Municipal Service Agreement has been executed.

## 2.10 Trail And Open Space

- 2.10.1 All "Parkland" and "Open Space" parcels shall be designed and constructed by the Developer in conformance with the guidelines and requirements as specified by the Development Officer. Minor alterations to the final alignment and configuration of the open space and walkway may be considered provided the alterations are mutually consented, for the purpose of improving environmental and safety measures, and to further the intent of this Agreement.

- 2.10.2 All "Parkland" and "Trail" parcels shall remain in their natural state, undisturbed unless site preparation is required as specified in this Agreement or as approved by the Development Officer. If disturbance does occur without the necessary approvals, the Developer shall, at its own expense, reinstate the area upon the direction of the Development Officer.
- 2.10.3 The public trail to be generally located on top of the Intermediate Zone distribution water main shall be provided by the Developer, at its own expense, as generally shown on the Schedules and subject to the following unless otherwise directed by the Development Officer.
- (a) No site disturbance shall take place on the proposed public trail and open space until the site plan, to be submitted by the Developer, has been approved by the Development Officer. The site plan shall include but not be limited to site layout, tree removal, site grading, facility and walkway locations, park signage and location, stormwater management facilities, and surface materials. The Developer may raise, through the use of fill, the elevation of some of the parkland areas as a result of the construction of the Intermediate Zone distribution water main;
  - (b) The Developer shall be responsible for the site preparation, construction and completion of the walking trail. The improvements shall include: a minimum of 10 feet wide self-containing granular trail consisting of a compacted gravel base and a crusher dust surface; storm culverts or as required; and the border areas with wood chips.
  - (c) The Developer agrees, at its own expense, to construct and place signage along the trail indicating motorized vehicles shall be prohibited except maintenance, emergency or patrol vehicles. The design and placement of this signage shall be reviewed and approved by the Development Officer
  - (d) The Developer agrees, at its own expense, to retain a Professional Landscape Architect who is in good standing with the Association to design the trail.
- 2.10.4 The Developer agrees that the "trail" and "open space" site preparation and development as described in this Section shall be completed within one year of takeover of the Intermediate Zone water distribution main. except that the Municipality may, at its discretion, issue final approval subject to security being provided to the Municipality in the amount of 120 per cent of the estimated cost of completion of all outstanding work. 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 in the Municipality's name issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality. If outstanding work is not completed within one year from the date of the certified cheque or irrevocable, automatically renewable letter

of credit, the Municipality may cash the cheque or letter of credit for the amount owing to complete the outstanding work and complete the necessary work.

- 2.10.5 The Developer shall deed the lands for the trail and the parkland at the completion of the required work with an easement granted to the HRWC for the Intermediate Zone distribution main. The Developer may retain a right-of-way of approximately 50 feet in width to build a driveway, which would be no greater than 33 feet in width, for the purposes of vehicle and pedestrian movement over the parkland, trail, and water distribution main to access the lower lands for future development as shown on the Schedules.
- 2.10.6 The Developer shall be responsible for any cost associated with the construction, maintenance and repair of the recreation and open space lands (as described above), and associated recreation facilities, until such time that HRM legally accepts responsibility for these lands.
- 2.10.7 HRM shall not legally accept responsibility of these lands until all clauses of this Agreement are adhered to as they apply to the "Parkland" or "Open Space" parcels.
- 2.10.8 The Development Officer may approve minor changes within this Section provided the integrity of the design and parkland area is maintained or enhanced, and furthers the intent of this Agreement.

## 2.11 Blasting

- 2.11.1 All blasting shall be in accordance to By-law B-300 (Blasting By-Law) as amended from time to time. The Developer shall provide a detailed blasting plan outlining the phasing of any blasting taking place on the site. This plan shall be provided to the Development Officer for approval prior to receiving final approval of any blasting permits.
- 2.11.2 The Developer agrees, at its own expense, to provide a 24hours, 7 day a week phone number where information requests and/or complaints can be registered with the Developer prior to and during the blasting process.

## 2.12 Building and Site Lighting

- 2.12.1 All lighting on the Lands, exclusive of signage lighting and street lighting, shall be designed, installed and maintained to supply adequate area lighting and provide adequate security. Lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties.

2.12.2 No occupancy permit shall be issued for any building until such time as the lighting has been completed. An occupancy permit may be issued, however, provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost, as provided by the Developer, to complete the lighting. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, 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.

2.13 Dwelling Units Prior to the Interchange

2.13.1 The Developer shall not seek development or building permits for more than 432 dwelling units on the lands until the interchange has been constructed and connected to Larry Uteck Boulevard. Furthermore the Development Officer shall not grant Development Permits for more than 432 dwelling units on the lands until the interchange has been constructed and connected to Larry Uteck Boulevard.

2.14 Wentworth Charge Area

2.14.1 These lands are in the area known as the Wentworth Charge Area which is designated as a Charge Area in which an Infrastructure Charge is to be levied. The Infrastructure Charge Area is 10,893 dollars per acre based on the average density of 20 persons per acre and is adjusted for the estimated density based on the formula in the Subdivision Regulations and By-law of the former City of Halifax. These charges are separate from those contained in the Birch Cove North Water Service District.

2.15 Occupancy Permit

2.15.1 No occupancy permit shall be issued for any building constructed on the Lands until such time as the landscaping has been completed in accordance with this Agreement, provided however that where such building has been completed and all other terms of this Agreement have been met, an occupancy permit may be issued provided that the Developer supply a security deposit in the amount of 120 percent of the estimated cost to complete the landscaping. The security deposit shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit with automatic renewal issued by a chartered bank.

2.15.2 Should the Developer not complete the landscaping within six months of issuance of the occupancy permit except where weather conditions intervened, the Municipality may use the deposit to complete the landscaping as set out in this 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 all work as described herein and illustrated on the Schedules, and as approved by the Municipality.

2.16 Temporary Rock Crusher

2.16.1 A temporary rock crusher may only be used for the construction of the proposed development. The temporary rock crusher shall only be operated between the hours of 8:00 a.m. and 8:00 p.m., six days a week, and may not be used for the production of gravel for another site. Such facility shall require a Provincial Pits & Quarry permit, and any other permits and approvals as required by any approval agency.

2.16.2 A non-illuminated sign indicating that rock crushing activity will be taking place must be posted in a visible location on the site at least 48 hours in advance of the crushing.

2.17 Tracking

2.17.1 The Developer agrees that, with each application for subdivision or a building, a summary table (Density/Audit sheet) of the total land area, sewershed, total number of lots, dwellings or commercial buildings approved to date, by category, and the number of persons per acre shall be submitted. The table shall also show any outstanding applications for which approval has not been granted.

2.18 Concept Plan Approval

2.18.1 The above sections shall be deemed to meet the requirements of the Subdivision Bylaw with respect to concept plan approval

**PART 3: AMENDMENTS**

3.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantive and may be amended, upon application by the Developer, by resolution of Community Council:

- (a) The siting of the buildings and building height;
- (b) Building materials;
- (c) Number of dwelling units that can be constructed before the interchange has been constructed and connected to Larry Uteck Boulevard. All applicable Development Agreements shall be amended if Community Council determines that there has been compliance with the subsections of Policy MS-7.
- (d) Landscape specifications; and
- (e) Commencement and completion dates.

3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.



**PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.2.1 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.3 In the event that the construction of the project has not commenced within four years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean completion of the footings for a building and completion of the building in a reasonable time frame.
- 4.4 If the Developer fails to complete the development, or after fifteen years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

**PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) 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 Developer from continuing such default and the Developer hereby submit to the jurisdiction of such Court and waive any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Property 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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with 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:

per: \_\_\_\_\_

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

per: \_\_\_\_\_

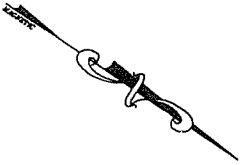
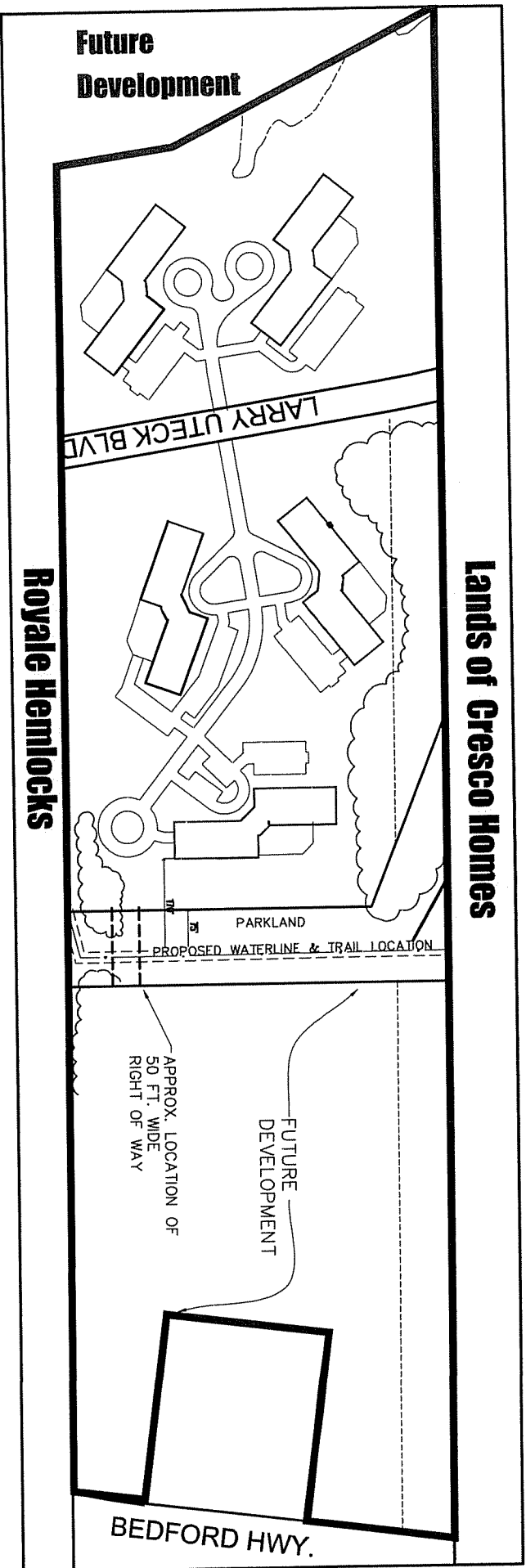
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) **Halifax Regional Municipality**

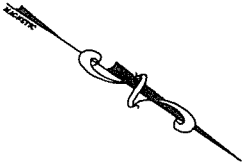
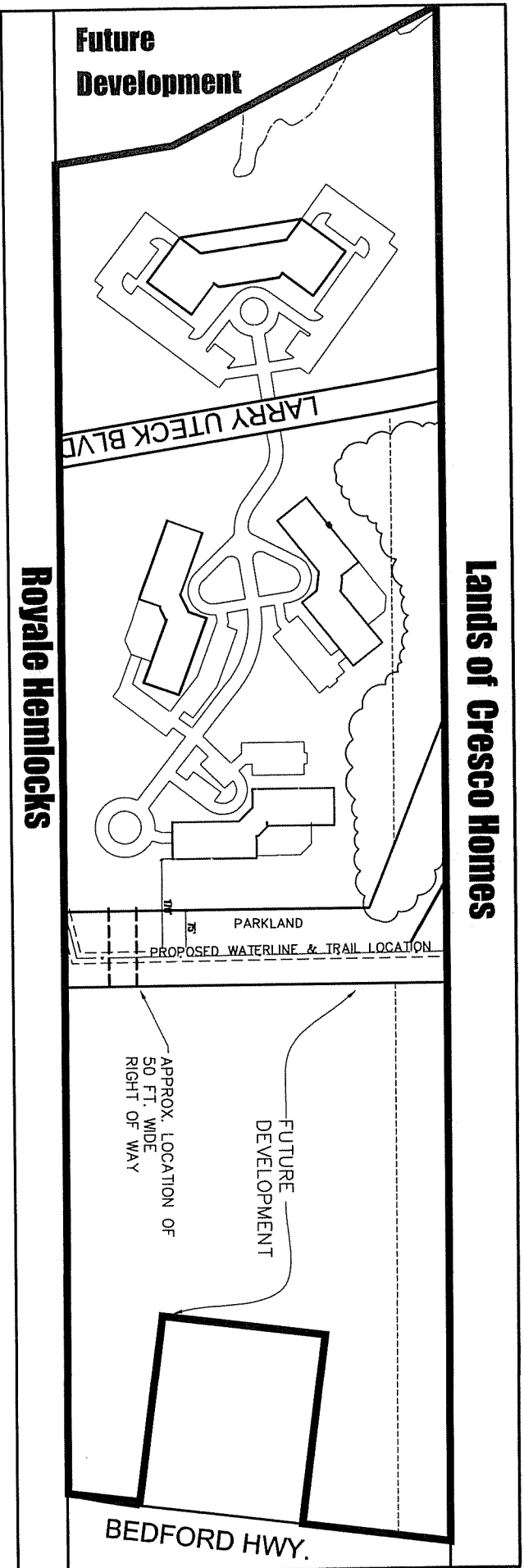
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MUNICIPAL CLERK



**June, 2006**

**Schedule 'B'**  
**Site Plan**  
**Scenario 'A'**  
**Lands of Emscote Ltd.**



June, 2006

**Schedule 'C'**  
**Site Plan**  
**Scenario 'B'**  
 Lands of Emscote Ltd.

**ATTACHMENT D: Public Information Meeting  
Case 00624  
January 8, 2004**

In attendance: Angus Schaffenburg, Planner  
Gail Harnish, Planning & Development Services  
Councillor Goucher  
Councillor Hum  
Mike Hanusiak, Clayton Developments  
Earle Richardson, Clayton Developments  
Kevin Neatt, Clayton Developments

Mr. Angus Schaffenburg called the public information meeting to order at approximately 6:30 p.m. at the Keshen Goodman Library. The purpose of tonight's meeting is to discuss Neighbourhood B.

Mr. Schaffenburg advised Neighbourhood B is mainly within the Halifax plan area. It is immediately adjacent to the Royale Hemlocks development. A small portion of it is within the Bedford plan area. This is an area that had master planning done. The master plan was adopted and approved by Regional Council. The Development Agreement was approved for Neighbourhoods A and C in December of 2002.

Mr. Schaffenburg indicated that following this meeting, water related matters will be reviewed by the Bedford Waters Advisory Board. After discussion with the developers, there will be a staff report prepared which will include a draft Development Agreement. The report and Agreement will be tabled with the District 16 Planning Advisory Committee as well as the North West Planning Advisory Committee. From there, they will go to the respective Community Councils - Chebucto Community Council and North West Community Council. There will have to be a joint public hearing.

Mr. Schaffenburg indicated the policies within the MPS require the developer to submit an application for the entire area of Neighbourhood B. Neighbourhood B in the MPS is intended to be primarily for apartment buildings and townhouses. Some of the primary policies are:

- buildings may not exceed twelve storeys above ground level;
- it is part of an infrastructure charge area. It is within the Wentworth/Bedford South infrastructure charge area. When a developer comes in and subdivides land, they pay a charge to the Municipality. We use those monies for oversizing of infrastructure and for the construction of the new interchange.

Mr. Schaffenburg advised Neighbourhoods A and C were approved for about 540 dwellings and two commercial buildings.

Mr. Mike Hanusiak, Senior Vice-President with Clayton Developments, indicated he would be doing the presentation on behalf of three property owners (Clayton Developments, Emscote Limited, and

Cresco Limited).

Mr. Hanusiak advised the Wentworth/Bedford South master plan area consists of about 675 acres of land. It is bounded under the MPS to the south by the Royale Hemlocks subdivision, to the north in Bedford by Oceanview Drive, the Bedford Highway and the Bicentennial Highway. Within the master plan area, there are three parcels of land:

- 375 acres - Clayton Developments
- 142 acres - Cresco Limited
- 106 acres - Emscote Limited

Mr. Hanusiak indicated that about 4.5 years ago, a master plan was initiated by the Municipality and the various property owners. About a year ago, Regional Council adopted a master plan by way of a secondary planning strategy to the Bedford and the former City of Halifax MPS. In effect, by adopting the Wentworth/Bedford South master plan, there is a community concept plan. Most of the 675 acres is dedicated to residential use in one form or another. There are six defined neighbourhoods within the whole of the master plan area. Each of these areas have defined characteristics.

Mr. Hanusiak advised Neighbourhood A was approved by Community Council in December of 2003. It is low density residential with the exception of a condominium development on the Bedford Highway, a second condominium building just above it, and a series of townhouses. Everything else will be single family dwellings. Neighbourhood C consists of low single family dwellings with a minimum of 60' wide lots along the street frontage.

Mr. Hanusiak further advised that most of the development in Neighbourhoods A, B and C can be developed before the interchange. There is a requirement to build this particular interchange long before the whole of the area is developed.

Mr. Hanusiak referenced a plan noting it was a more detailed plan of what the whole of the Bedford South/Wentworth area will look like in the future.

- Neighbourhood D is not approved and will not come before Community Council until the interchange is constructed.
- Neighbourhood B will abut Larry Uteck Drive Extension. The plan, subject to approval, is to continue it up to a point prior to the interchange and complete the road with the interchange in one swoop. Under the MPS, this area has been laid out as the high density portion of the master plan area. He pointed out the major collector, noting it is intended to carry the bulk of the high density traffic. In the future, there will be an extension of Nine Mile Drive through to meet Larry Uteck Drive and to meet the interchange and down the road there will be an extension of Nine Mile Drive through to Starboard Drive to connect to Royale Hemlocks.
- He pointed out the sections of Neighbourhoods A and C which were approved and under construction.

- Clayton Development started the road known as Southgate Drive. This is the area known as Neighbourhood B which starts with Royale Hemlocks and continues up to a point where Southgate Drive will intersect with Larry Uteck Boulevard and onto the Bi-hi with the new interchange.
- He referenced a copy of a rendering which Clayton Developments had prepared over the course of the master planning process. It is more of a conceptual version of the detailed plan. They use it to highlight streets, land use, and green space.
- Over the next 2-3 years they identified Neighbourhood B as high density.
- There is a considerable amount of green space that borders it (Neighbourhood B) on both sides. He pointed out the area of the Old Coach Road proposed at the time. It is now entrenched in the MPS. They are required to maintain it and the lands on either side of it. In fact, it will be upgraded to a trail condition about 8' wide with clearing on either side for siting distances. He referenced the Pinnacle Homes' proposal, noting there was no intended open space in this particular area. On Monday night, Community Council approved a new plan for this area and now in fact it is proposing open space and a public walkway through to the Emscote lands. Originally there was no alternative but to take the trail from the Pinnacle Homes' property and hook it onto the Old Coach Road trail system.
- There is a series of alternatives with respect to apartments and condominium structures within the area.
- At the first end of Neighbourhood B there are two small Community Commercial properties proposed.
- He pointed out the proposed school site. Within the MPS they are required to identify future school sites. The Province has a certain amount of time to determine whether or not the school is warranted and whether they want to acquire the site. If the school does not occur, then the property owner can propose alternative land uses for that site. He confirmed the school site is approximately 10 acres in size.

Mr. Hanusiak indicated there are quite a few apartment structures proposed. They can only predict to some degree the certainty of the market. Within the Development Agreement they are proposing some alternatives. They chose to show them all now.

Mr. Hanusiak advised that for the Emscote lands, there is a series of five multiple unit buildings, ranging from seven to eight storeys high under this scenario. This plan shows 480 apartments or multiple units. That is the limit that Emscote is looking for with respect to this area. It is not to say they would build them all. Under the master plan they can move their density elsewhere on their land. The maximum number of units is 480. Also there is a considerable setback proposed from the abutting property lines. One of the trade-offs to go higher was that they could not clear all the trees. There is a mandatory requirement in the plan that they provide landscaping plans to the Development Officer. They will also be required to provide a master stormwater plan.

Mr. Hanusiak pointed out significant waterbodies and watercourses which they are to keep in their natural condition.

Mr. Hanusiak referenced the left side of Larry Uteck Boulevard where they are proposing a twelve storey building. There is no guarantee that will be the height realized on that site but they are looking for the flexibility to address future market conditions and the site topography.

Mr. Hanusiak referenced the Cresco property along Larry Uteck Boulevard and indicated on the right hand side they are proposing two buildings of a maximum of ten storeys each. The configuration is contemplated to be identical to Regency Park Towers. Across the street is one of the scenarios of three to seven storey high buildings.

Mr. Hanusiak indicated there is a separation distance of 600-650' in the back of Fernleigh Park. Under the MPS, there is a requirement that no building exceeding five storeys in height can be placed within 500' of Fernleigh Park Subdivision.

Mr. Hanusiak advised that as an alternative, depending on the market conditions, Cresco is looking at the ability to build a public street off Larry Uteck Boulevard and have a series of three free hold townhouses as an alternative to the three buildings. There are approximately seventy-two. Under the MPS, they are not allowed to have any single family dwellings abutting Larry Uteck Boulevard.

Mr. Hanusiak indicated that in each of these plans, there is a fair amount of open space shown especially at the back of the apartment buildings. There is 3.5 acres of land next to the Old Coach Road. This cul de sac in Fernleigh Park is a subdivision of about twenty-five single family dwellings. That street will not be built until municipal water and sewer can be supplied to this cul de sac. This area is tied to the area of future development.

Mr. Hanusiak noted another scenario being proposed by Cresco is to undertake an encore of two buildings here on the other side of the street which would make four Regency Park Drive type buildings. You can notice the resulting landscaping and open space. Underneath all these, there is a series of topographic mapping. The Development Officer has the ability to vary plans at their request. What they are seeing here is very close to what they will see in the future.

Mr. Hanusiak indicated the final section of the neighbourhood belongs to Clayton Developments with the exception of the school site. To the north is a large area of green space they refer to as the dry ravine which is identified as part of the public land dedication. It is in Neighbourhood A. As you come up along the right hand side, the buildings will be in the range of four to six storeys in height. Across the street are two buildings that are carried over from Cresco - approximately seven storeys and approximately nine storeys in height. The density for this area and the whole of Neighbourhood B has to be kept at 20 persons per acre.

Mr. Hanusiak pointed out two community commercial properties which are each about 1 to 1.5 acres in size.

Mr. Hanusiak indicated that although they see twenty-two multiple apartment buildings, the MPS restricts the number of units before they build the interchange. They are compelled to provide the full details for Neighbourhood B, understanding that only portions can be built before the interchange.



Mr. Hanusiak advised that Emscote is permitted a maximum of 480 units, Cresco is permitted a maximum of 235 units, and in combination with Neighbourhoods A and C Clayton Developments is permitted a maximum of 70 units.

Ms. Kelly Bentham, Fernleigh Park, questioned whether there is any more information on when they are getting hooked up to City water.

Mr. Hanusiak responded that under the MPS, municipal water has to be provided to Fernleigh Park when development enters the Fernleigh watershed. He pointed out the route they would be developing prior to entering the Fernleigh watershed, at which time they will be compelled to bring the water to the transfer station. There is the possibility that the water could come from the south. This area is a low to medium water pressure zone. He pointed out the route it would take from that direction, noting that it would eventually be looped. If the water comes from the south, it will be over the course of the next couple of years. If from the north, it will be in the two to three year range.

An individual from Fernleigh Park noted it was said water would come in a couple of years from the north or south, and questioned at that point whether development would take place at the top of Wagner Avenue.

Mr. Hanusiak responded no. This particular cul de sac requires municipal water and sewer. Fernleigh has a sewer system. The trunk sewer ends at the end of Larry Uteck Boulevard and the Bedford Highway. He did not anticipate that road being opened in the near future.

Councillor Goucher commented the sewer would have to come up the Bedford Highway from the Mill Cove plant.

Mr. Hanusiak responded from a point just about here (referenced on map). This is the extension of the gravity sewer back to Kearney Lake Road and the Halifax system. There is a flat area in here, no man's land, to near the Esquire motel.

Mr. Ted Kelly, Fernleigh Park, questioned what the limiting factor was in terms of the sanitary sewer along the Bedford Highway.

Mr. Hanusiak responded that the trunk sewer prior to the construction of Royale Hemlocks went as far as the Bedford Highway and Kearney Lake Road. The Armoyan Group brought the sewer to service their Royale Hemlocks subdivision. It was designed and slightly oversized to catch a catchment area here. They front ended the delivery of the trunk sewer. It is up to Regional Council to decide how and who will bring the service further. Under the capital cost program, users pay for it. Unless Fernleigh says it is in need of it, it will probably not come to them unless it is through a comprehensive service plan for the remainder of the area or left for the developers to drag the trunk along to service their lands.

Councillor Goucher indicated they are trying to do a similar initiative in Glenmount. They want to try to get the trunk sewer up to service both areas. You're in no man's land because the Service Boundary does not include those lands. Also, it is incredibly costly to service Glenmount.

Mr. Hanusiak commented the difference between Glenmount and Fernleigh is that Fernleigh has its own water service.

Ms. Davena Davis, Fernleigh Park area, questioned if they have any assurances that the extension of Wagner Avenue will not be developed with high density.

Mr. Schaffenburg advised they can stipulate a maximum number of units in any Development Agreement, as well as minimum lot sizes, etc.

Ms. Davis commented she would like to see that.

Mr. Hanusiak stated the applicant is aware of the expectation that those be single family dwelling lots with a minimum of 60' of frontage. It is a carry-over of Neighbourhood C. In retrospect, Neighbourhood C should have carried over to this point. This area around the pond will be parkland.

Mr. Bob Kerr, 332 Moirs Mill Road, referenced the extension from the Old Coach Road to the Pinnacle lands and questioned who owns that land. He questioned who would make sure that happens.

Mr. Schaffenburg responded the primary staff position is that we would like the walkway to continue from the Pinnacle lands across the Emscote lands and join where it is shown and would run across what is a water line. As a result of the decision on Monday night, there is a public walkway in the Pinnacle lands. Emscote owns it and Mr. Medjuck represents the landowner group.

Mr. Medjuck stated they are reluctant to carry the extension across their property and have not agreed to do that. It naturally flows to the Bedford Highway. They took it to the nearest public street which is either Larry Uteck Boulevard or down to the Bedford Highway. Their reluctance to do so is for security reasons and the integrity of the site. It will not be lit, policed or supervised as a public access way on private land. He talked about it with Angus the other day and they were talking about berms and rose bushes but block the intrusion. The position of his client at the moment is not to have it go across. If there is a water line going through, that easement will be crusher dust, flat and accessible and may by default become a pathway. Their main concern is the security of the site and the integrity.

Mr. Schaffenburg indicated there was a possibility of having a CPTED (Crime Prevention Through Environmental Design) study done which would look at the design of the buildings and the parks to make sure they provide the best security they can.

Mr. Bob McDonald, Clayton Park West, urged that the City work with the landowner and the developer to make sure the connection is through the Pinnacle trail. It is certainly the most logical one.

Mr. Doug Taweel, Fernleigh Park, referenced earlier discussions about water possibly coming to Fernleigh Park through the Emscote lands and questioned whether there would be meetings held by

the City if they decided to build the lands on Wagner Avenue.

Mr. Hanusiak indicated there was no development approval being sought for that land this evening. Anything sought will have to go through the public hearing process.

Mr. Schaffenburg advised we will make it clear that there is no approval for that site and it would be through a substantial amendment to the existing Development Agreement.

Mr. Kevin Woods, Fernleigh Park, referenced the discussion on the Old Coach Road and questioned when it would be decided whether or not the Old Coach Road would go to the Bedford Highway.

Mr. Schaffenburg responded our primary position is that we are not interested in going to the Bedford Highway since we will have a public walkway coming to his path that will go out to Larry Uteck Boulevard.

Mr. Woods noted it was being said they did not want to but questioned when that decision would get made.

Mr. Hanusiak commented they are not proposing at this time that it go to the Bedford Highway. Emscote was proposing Larry Uteck Boulevard or Pinnacle Homes. Whatever the decision, it has to be reflected in the Development Agreement.

Mr. Schaffenburg indicated that the original concept showed it going to the Bedford Highway but we now have another option.

Pat Leader, Fernleigh Park, advised they formed a trails group last year. There are about eight members in attendance. Lucia Dutton spoke in favour of the Old Coach Road extending down to the water easement which is felt to be the best solution to the problem.

Sarath Malaviarachchi, Fernleigh Park, referenced Policy MS-5 in the handout which states "no municipal approvals shall be granted within the watersheds of Fernleigh Park or Millview Subdivisions unless the Municipality is satisfied that the potable water supplies serving these subdivisions are protected and that a physical and financial means is established...". He questioned what was meant by financial and who establishes the financial means.

Mr. Hanusiak responded that as soon as the developer enters the watershed, the developer must bring the service at their cost. It will be Clayton Developments if it is coming from the north to the pump shack, at their cost. Likewise, if it comes from the Emscote area, there is a cost. It is not the intention that Fernleigh Park Subdivision bring it to the property line. That is the developer's responsibility.

Mr. McDonald referenced the big map and noted there is a possible retention area shown and questioned whether that is what is called the Cascades.

Mr. Hanusiak responded no, and pointed out the area of the Cascades. It is the dry ravines. Within this, there will be one or possibly two storm retention ponds. They will prepare the stormwater plan

for Neighbourhood B, which will be the subject of discussion of the Bedford Waters Advisory Board in the near future.

Mr. McDonald questioned whether they envisioned some trails in that area and whether they would be public.

Mr. Hanusiak responded that when they went through the master plan there was a hierarchy level, which he pointed out. In this particular area, he believed it was the inclination of staff that it be a foot trail. He indicated they would clarify the hierarchy of the trails under the Agreement.

Mr. Woods questioned whether a lot could be developed in the City with a septic system.

Mr. Schaffenburg responded that excepting for a few areas, you must be on water and sewer service within the former City of Halifax. He clarified that this is one of the exception areas. Prior to the sewer line being extended, a person can build on septic and well.

Mr. Hanusiak responded that it would not be favourable for Cresco to build a street to realize just a few lots on septic systems. In that area because of the terrain, lots would have to be 1-2 acres in size. If water and sewer services do not come to this area, they would have the option to shift the density elsewhere on their property.

Mr. Schaffenburg questioned whether he felt they should be allowed to develop with well and septic. Mr. Woods responded he did not know where the watershed is.

Mr. Schaffenburg indicated his inclination was no. We would want municipal services and would likely suggest that it be included in the Development Agreement. It is not a development standard we would encourage today.

Mr. Peter Slade, 17 Broadholme Lane, indicated that in terms of density, when Parkland Drive was developed, there was to be nine multi-unit dwellings and now there are fifteen. He questioned whether there was any requirement in HRM to limit the development to 20 persons per acre (ppa) and whether it could be changed to allow a higher density.

Mr. Schaffenburg responded no plan is fixed, however, it is a stipulation in the MPS. The 20 ppa overall also reflects the servicing capacity and reflects what is being done in the water master plan so it is very doubtful that any developer would come forward and make the request. Clayton Park was all designed for 28 - 30 ppa. There is no capacity in the downstream to do it here. The number is very finite. It is very doubtful they would ask for that or that it would be granted.

Pat Leader questioned whether Larry Uteck Boulevard would look like Parkland Drive.

Mr. Hanusiak responded that when the master plan was negotiated, coinciding with that was the capital cost contribution charge (CCC). Parkland Drive is a 74' wide four lane major urban collector. Under CCC, because of the limited number of driveways, this road is intended to be 18 meters wide

which is narrower and has sidewalks on both sides. Under CCC, it is identified as three lanes and then a center turning lane. As we come up through, there are very few driveways because it is primarily parkland through here. When they go to the intersection of Larry Uteck Boulevard and Nine Mile River Drive to the interchange, it expands to six lanes at the turning circle.

Pat Leader referenced the number of multi-unit buildings in the area of Dunbrack Street and Clayton Park West in the Glenbourne area.

Mr. Hanusiak responded that none of their buildings are running parallel to the street. All the buildings are required to have a certain amount of underground parking which is not necessarily the case in Glenbourne. A lot are angled away from the street. There is no guarantee the buildings will be that high but the footprint and the layout is intended to be generally in keeping with the plan you see here and the landscaping.

Mr. McDonald commented he imagined HRM has considered the impact that this number of people will have on the Bedford Highway before the interchange goes into place.

Mr. Hanusiak advised that a transportation plan preceded the master plan. The land use threshold is 2000 units before there is some relief to the Bedford Highway. Not all of Neighbourhood B can be built before the interchange is built. Community Council will set the number of units that can be built before the interchange is financed and construction begins.

Mr. Kerr questioned whether it was being said there is no limitation in terms of the 2000 units.

Mr. Hanusiak responded they can only build a portion of Neighbourhood B before the interchange is built. Policies MS-6 and MS-7 address the number of units that can be built before the interchange. The overall number of units is 2000 so they have to take into consideration what is happening in Royale Hemlocks and Neighbourhoods A and C. There is an absolute number of units and the Development Agreement will identify the threshold.

An individual questioned whether there was a requirement under the Municipal Government Act (MGA) to place notice of these meetings in the newspaper.

Mr. Schaffenburg advised there is no requirement under the MGA to advertise public information meetings in the newspaper. The Municipality does however place a notice of the meeting in the municipal notices' section of the newspaper and prepares a notification list wherein we notify people within a certain distance.

Ms. Davis questioned how they can be informed of things happening in their immediate neighbourhood. She referenced an old house being torn down and another spot being excavated.

Mr. Schaffenburg responded that some things are part of a planning process while others are as-of-right development. Demolition of a house for instance is by right and only requires a building permit. It is not something that is part of a public process. Individuals can call the department and make inquiries when they see something happening to find out if a permit was issued.

Ms. Davis questioned whether the by-right development was counted in the number in terms of the traffic on the Bedford Highway.

Mr. Schaffenburg responded he did not know all the assumptions that the traffic study included but would be having a look at the document. They had to make a number of assumptions.

An individual questioned where all the people would come from.

Mr. Schaffenburg advised that the last Census showed an increase of about 16,000 people as a result of a major migration. It is up to the developer to second guess the market.

Ms. Wendy McDonald questioned who would pay for the interchange.

Mr. Hanusiak responded that it would be mainly a developer cost. There is a formula under the CCC program that was adopted by Regional Council. Generally speaking the numbers work out to one-third HRM cost sharing, one-third Provincial, and one-third private sector.

Ms. McDonald suggested that it not be left as barren as the Lacewood interchange and it should include native plantings and make it more pleasing to the eye.

The meeting adjourned at approximately 8:00 p.m.

## ATTACHMENT E

### Extracts from the Halifax and Bedford Planning Strategies for the Wentworth and Bedford South Secondary Planning Strategies

**Policy MCP-1:** The Community Concept Plan, presented as Schedule I, shall form the framework for land use allocation within the master plan area and all policies and actions taken by the Municipality shall conform with the intent of this plan. A comprehensive development district zone shall be applied to all lands within the master plan area and any development of the land shall be subject to approval of a Development Agreement

**Policy MCP-2 (Bedford Plan only):** Unless otherwise specified by this secondary planning strategy, the standards for developments applied under the Municipal Planning Strategy and Land Use By-law shall be preferred under any Development Agreement application brought forward for approval

**Policy P/OS-1:** The areas designated as Park/Open Space on Schedule I shall be reserved for active and passive recreational uses, stormwater management and environmental protection. Provided that the area of the designation is not materially reduced, the boundaries of the Park/Open Space Designation may be varied where such changes provide:

- enhanced protection of environmentally sensitive site features;
- more opportunity for preservation of significant aesthetic features;
- more suitable lands for active recreational uses; or
- a more functional path system for pedestrians and cyclists.

**Policy P/OS-2:** No streets shall be permitted to cross the Park/Open Space Designation except:

- as illustrated on Schedule I;
- to allow for a local road connection between residential neighbourhoods A and C;
- to allow for a local road connection between Neighbourhood A and the Neighbourhood Collector leading to the Bedford Highway; or
- to allow for a road connection the Royale Hemlocks Estate Subdivision and the Mixed Use/Business Campus Designation

**Policy P/OS-3:** No stormwater management, sanitary sewer or water service system shall be located within the Open Space/Park Designation which would adversely affect environmentally sensitive areas, detract from the aesthetics of the area or impair any recreational functions intended and, unless otherwise necessary, all such systems shall be located outside areas delineated for active and passive recreation.

**Policy P/OS-4:** In the event that the Municipality is unable to determine whether any undertaking will adversely affect environmentally sensitive areas, the Municipality shall require that an environmental impact assessment be undertaken at the cost of the developer by a person qualified to make such a determination.

**Policy P/OS-5:** The development of all recreational facilities shall conform with the HRM Guidelines for Parkland Planning and the recommendations adopted under the Hemlock Ravine Park Management Plan (Halifax Regional Municipality. July 7, 2000).

**Policy P/OS-6:** The Municipality shall prepare a recreation facilities plan for the development of active and passive recreational facilities within the Park/Open Space Designation. The plan shall consider facility requirements in relation to present and future community needs, safety and convenience, environmental protection or enhancement, financial resources and phasing.

**Policy CTS-1:** A community street and trail system shall be developed in substantial conformity with the designations and alignments presented on Schedule II except that variations to the alignment may be considered to enhance safety, provide a better fit with the natural terrain or preserve significant environmental features. The following requirements shall be applied:

- (a) between the Royale Hemlocks Subdivision and the Nine Mile Drive/Starboard Drive intersection, Larry Uteck Boulevard shall have sufficient right-of-way width to allow for two lanes of traffic and sidewalks on both sides with provisions for turning lanes at major intersections and driveways. Driveway access shall only be permitted for apartment buildings, clustered housing comprising at least ten housing units, commercial and institutional developments. Traffic signals shall be provided at the Neighbourhood Collector and the Nine Mile Drive/Starboard Drive intersections. Driveway locations, the geometric design of intersections and the timing of installation of traffic signals shall be negotiated under Development Agreements;
- (b) between the proposed interchange and the Nine Mile Drive/Starboard Drive intersection, Larry Uteck Boulevard shall have sufficient right-of-way width for four lanes of traffic and sidewalks on both sides with provisions for turning lanes at the Nine Mile/Starboard Drive intersection. Driveway access shall be restricted to right-in and right-out movements unless traffic signals are provided and the need for sidewalks shall be determined at the time Development Agreements are negotiated;
- (c) Starboard Drive shall have the same design specifications as in the abutting Royale Hemlock Estates subdivision. For residential developments, a minimum lot frontage of fifty feet shall be required;
- (d) Nine Mile Drive shall have sufficient right-of-way width for two lanes of traffic with sidewalks on both sides and provisions for turning lanes at Larry Uteck Boulevard. The number of driveway accesses shall be minimized.;
- (e) The Neighbourhood Collector shall have sufficient right-of-way width for two lanes of traffic with a sidewalk on one side and provisions for turning lanes at Larry Uteck Boulevard and the Bedford Highway. A minimum lot frontage of fifty feet shall be required and, if warranted, the cost of providing traffic signals at the Bedford Highway intersection shall be the responsibility of the developer;
- (f) a community trail system shall be constructed by the developer of the lands on which it is located with the design specifications negotiated under a Development Agreement.



Variations to the Municipal Service Specifications for sidewalks may be considered where a trail is proposed which would provide improved accessibility for pedestrian travel in the community.

**Policy CTS-2:** The Municipality shall prohibit motorized conveyances on all trails, except maintenance, emergency or patrol vehicles, and except electric wheelchairs or similar devices required for mobility by persons with disabilities.

**Policy RN-1:** The Municipality shall require that any Development Agreement application encompass an entire Residential Neighbourhood Designation unless satisfied that a property owner within the designation is not willing to participate. In such instance, a Development Agreement may be approved for part of the neighborhood provided that a neighbourhood concept plan is prepared for the entire neighbourhood which identifies the significant transportation systems, parkland and open space features and municipal service systems and the Municipality is satisfied that the concept plan conforms with all objectives and policies established under this Secondary Planning Strategy and provides for a fair and reasonable allocation of development rights among property owners. Any subsequent Development Agreement application within the affected Residential Neighbourhood shall conform with neighbourhood concept plan unless an alternative design is provided which is satisfactory to the Municipality.

**Policy RN-2:** The following matters shall be considered for all Development Agreement applications within a Residential Neighbourhood Designation:

- (a) the density of housing units does not exceed six units per acre within neighbourhoods A, C, D or E;
- (b) community facilities such as schools, churches and day care centres and businesses that provide goods and services at a neighbourhood level, such as convenience stores, may be permitted within a residential neighbourhood. Convenience stores shall be encouraged to locate at intersections with a Community Collector Street and at transit stops;
- (c) sidewalks and pathways facilitate safe and convenient pedestrian travel to transit stops on the Community Collector Street System, the Community Trail System and to community services;
- (d) the design of neighbourhood streets facilitate shared use by cyclists and encourage safe vehicular speeds and discourage short-cutting and excessive speeds by automobiles while enabling direct routes for pedestrians and cyclists;
- (e) the allocation of housing and the massing and placement of buildings contributes to a sense of community vitality, energy conservation, surveillance of public spaces and provides an effective integration with established neighbourhoods;
- (f) building locations, site and architectural design, landscaping, and streetscape elements reinforce the themes of neighbourhood identity, pedestrian scale and compatibility with the natural environment;

- (g) natural vegetation, landscaping or screening is employed around parking areas for institutional and multiple unit buildings to provide screening from streets and, for buildings containing forty-eight or more housing units, provision of underground parking or a structure allowing for stacked parking shall be a mandatory component of the on-site parking supply;
- (h) all open space/parkland dedications proposed conform with the objectives and policies adopted for the community parkland/open space under this municipal planning strategy and any administrative guidelines adopted by the Municipality and;
- (i) the proposal conforms with all applicable provisions and requirements adopted under this Secondary Planning Strategy regarding environmental protection, the community transportation system and municipal services.

**Policy RN-3:** Each residential neighbourhood shall conform with the following provisions:

**Neighbourhood B:** This neighbourhood is intended primarily for apartment building and townhouse developments, although lower density housing units and other developments supported in the Residential Neighbourhood Designation may also be considered. Buildings will not exceed twelve stories above ground level, except that no building shall exceed five stories in height if located within 200 feet of an existing residential lot within Fernleigh Park Subdivision.

**Policy CCI-2:** For lands at the intersection of Larry Uteck Boulevard and the Neighbourhood Collector Road, no Development Agreement shall be entered into if notified by the Halifax Regional District School Board that such lands are required for a school site. This provision shall remain in effect until the greater of 700 housing units have been constructed in the master plan area or five years from the date of adoption of this secondary planning strategy. In the event that the School Board does not require the site, the property may be developed in accordance with the provisions of this secondary planning strategy.

**Policy EP-1:** No Development Agreement shall be entered into unless a master storm water management plan has been prepared for the entire Wentworth/Bedford South master plan area and accepted by the Municipality. The management plan shall:

- (a) identify significant constraints and sensitivities with regard to flood potential, and environmental features;
- (b) provide estimates of pre-development and post development flow rates at critical locations within watercourses such as at culverts and other road crossings and at downstream developments;
- (c) specify water quality and quantity objectives which are consistent with all municipal and provincial guidelines and identify the means of preventing adverse changes to the quantity and quality of watercourses and groundwater;

- (d) specify the type and location of storm water management facilities and the design requirements to protect receiving waters from contamination, excessive flow rates and loss of aquatic habitat and to protect the quantity and quality of groundwater flows;
- (e) prepare a program for implementation and monitoring before, during and after construction, including securities and any remedial action to be taken in the event that water quantity or quality objectives are not achieved.

**Policy EP-2:** No Development Agreement shall be entered into unless the detailed design specifications conform with the master stormwater management plan approved under policy EP-1;

**Policy EP-3:** No stormwater shall be discharged directly into any natural watercourse without the use of mitigative measures as stipulated in under the master stormwater management plan and in accordance with municipal and provincial guidelines.

**Policy EP-4:** No development, grade alteration, excavation, fill, pavement or removal of natural vegetation shall be permitted within fifty (50) feet of the high water mark, or within the limits of any 1 in 20 year flood plain of any watercourse, except as provided for by Development Agreement in accordance with an approved storm water management plan or as provided to allow for trail systems or transportation crossings.

**Policy EP-5:** No Development Agreement shall be entered into over lands on which trees have been removed except as may otherwise be required for a bonafide land survey or as may be agreed upon with the Municipality to protect property or ensure safety.

**Policy EP-6:** Features of environmental significance shall be delineated as non-disturbance areas under Development Agreements. Non- disturbance areas shall be located to allow for continuity non-disturbance areas on abutting lots, municipal parkland and open space dedications, and natural areas adjacent to watercourses.

**Policy EP-7:** A tree replanting program shall be incorporated into Development Agreements to allow for regrowth of trees over all lands on which the natural vegetation has been removed as a consequence of development. The program shall specify the locations, number, type and diameter of trees to be planted. The type of trees shall be indigenous to Nova Scotia.

**Policy EP-8:** Development of land on major slope areas in excess of twenty-five percent (25%) shall be prohibited under any Development Agreement except where it can be demonstrated that such development would not create any hazard and could better preserve open spaces or areas of environmental value.

**Policy EP-9:** The Municipality may allow for modifications to the service system specifications adopted under subdivision regulations where such modifications would enhance the ability to preserve the natural environment without compromising the intended objectives of the service systems.

**Policy EP-10:** All Development Agreements shall conform with all applicable regional policies adopted by the Municipality in support of the regional solid waste management program, Halifax Harbour cleanup and the water resources management study.

**Policy MS-1:** For sewage flow calculations, the population of the master plan area shall not exceed a gross density of twenty (20) persons per acre. To provide for an equitable distribution of development among property owners, three sub areas are established as illustrated in Schedule "III". Within each area, a maximum twenty persons per acre shall be permitted.

**Policy MS-2:** Populations shall be calculated based on an assumed occupancy of 3.35 persons per single unit, two-unit or townhouse dwelling and 2.25 persons per unit in each multiple unit dwelling. Commercial densities shall be calculated to a maximum of 50 persons per acre for general commercial uses and to a maximum of 30 persons per acre for community commercial, community facility and institutional uses. Final determination of the commercial densities shall be established by Development Agreement in accordance with intended land uses. In the event that the design population proposed for a residential neighbourhood or commercial designation is less than the maximum permitted, the Municipality may allow the difference to be allocated to another residential neighbourhood or commercial designation within the applicable sub area, provided that all other policy criteria can be satisfied.

**Policy MS-3:** The "Bedford" sewershed shown on Schedule "IV" shall be limited to a maximum of 2,900 people in recognition of the limited capacity of the Mill Cove Sewage Treatment Plant and the need to reserve capacity for other areas currently outside the serviceable boundary. Additional density may be considered in the future should the Municipality determine that sufficient capacity exists at the Mill Cove treatment plant and that other areas currently outside the serviceable boundary have been evaluated for future development potential.

**Policy MS-4:** The community water distribution system shall conform with the recommendations of the Birch Cove North/ Bedford West Water Infrastructure plan unless otherwise acceptable to the Halifax Regional Water Commission and no development shall be approved by the Municipality unless notified by the Commission that the proposed distribution system conforms with all design and operating specifications established.

**Policy MS-5:** No municipal approvals shall be granted within the watersheds of Fernleigh Park or Millview Subdivisions unless the Municipality is satisfied that the potable water supplies serving these subdivisions are protected and that a physical and financial means is established to allow for

connection to the water distribution system that is owned and maintained by the Halifax Regional Water Commission. The Municipality shall require the developer to furnish whatever studies are needed and guarantees provided to assure that these conditions are satisfied.

**Policy MS-6:** A maximum of 1,330 residential units may be permitted within the master plan area prior to the construction of the proposed interchange. The allocation to each sub area shown on Schedule III shall be as follows:

- Sub Area "A": 615 units
- Sub Area "B" : 235 units
- Sub Area "C" : 480 units

**Policy MS-7:** No Development Agreement shall be approved which would permit building permits to be granted for more than 2,000 housing units within the master plan area and the abutting Royale Hemlocks Subdivision unless:

- (a) the interchange has been constructed and connected to Larry Uteck Boulevard or the financing for the interchange and roads has been secured, a time frame for implementation agreed upon; and
- (b) consideration is given to the transportation improvements recommended by the Prince's Lodge/ Bedford South Transportation Study or any other transportation study available to the Municipality. A Development Agreement application shall not be approved where a traffic study concludes that the level of service for any road within the secondary planning strategy or connecting to the abutting road network does not conform with the performance criteria established under the Municipality's Guidelines for Preparation of Traffic Impact Studies and the applicant shall be required to provide the analysis, prepared by a qualified consultant, needed to make such a determination. Without limiting the generality of the foregoing statement, particular consideration will be given to traffic impacts on the Bedford Highway, Nine Mile Drive and Oceanview Drive.






**Policy MS-8:** Variations to municipal service system standards may be considered where such variations conform with the principles set forth in the Transportation Association of Canada's "A New Vision for Urban Transportation" or any other guidelines or policies acceptable to the Municipality. Consideration shall be given to the objectives and policies established under this Municipal Planning Strategy, public safety, environmental and lifestyle factors, and capital and operating costs as well as other benefits to the Municipality, such as construction of trail systems on public lands.

**Policy MS-9:** In accordance with the provisions and requirements of the Municipality's Infrastructure Charges Best Practice Guide and Part II of this Municipal Planning Strategy, an infrastructure charge area shall be established under the Subdivision By-law over the area governed by this Secondary Planning Strategy and no Development Agreement shall be entered until infrastructure charges are in effect.

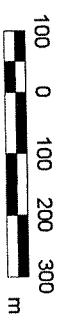
# Schedule 1

## Community Concept Plan Land Use Designation

### Proposed Land Use

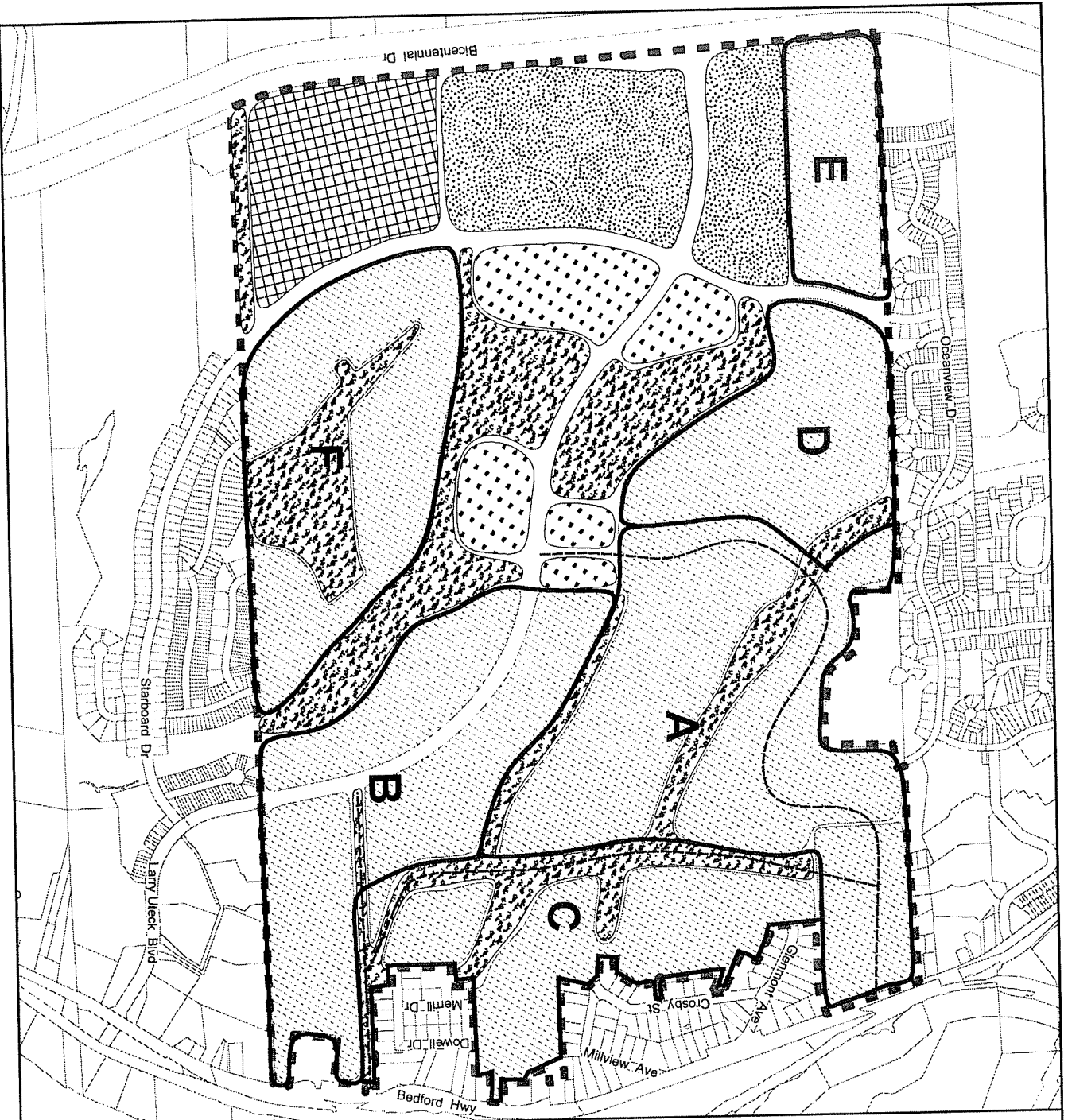
-  Residential Neighbourhoods
-  General Commercial
-  Community Commercial / Institutional
-  Mixed Use / Business Campus
-  Park / Open Space (Major Areas)

Note: Neighbourhood Parks to be confirmed by Development Agreement.



18 April 2005

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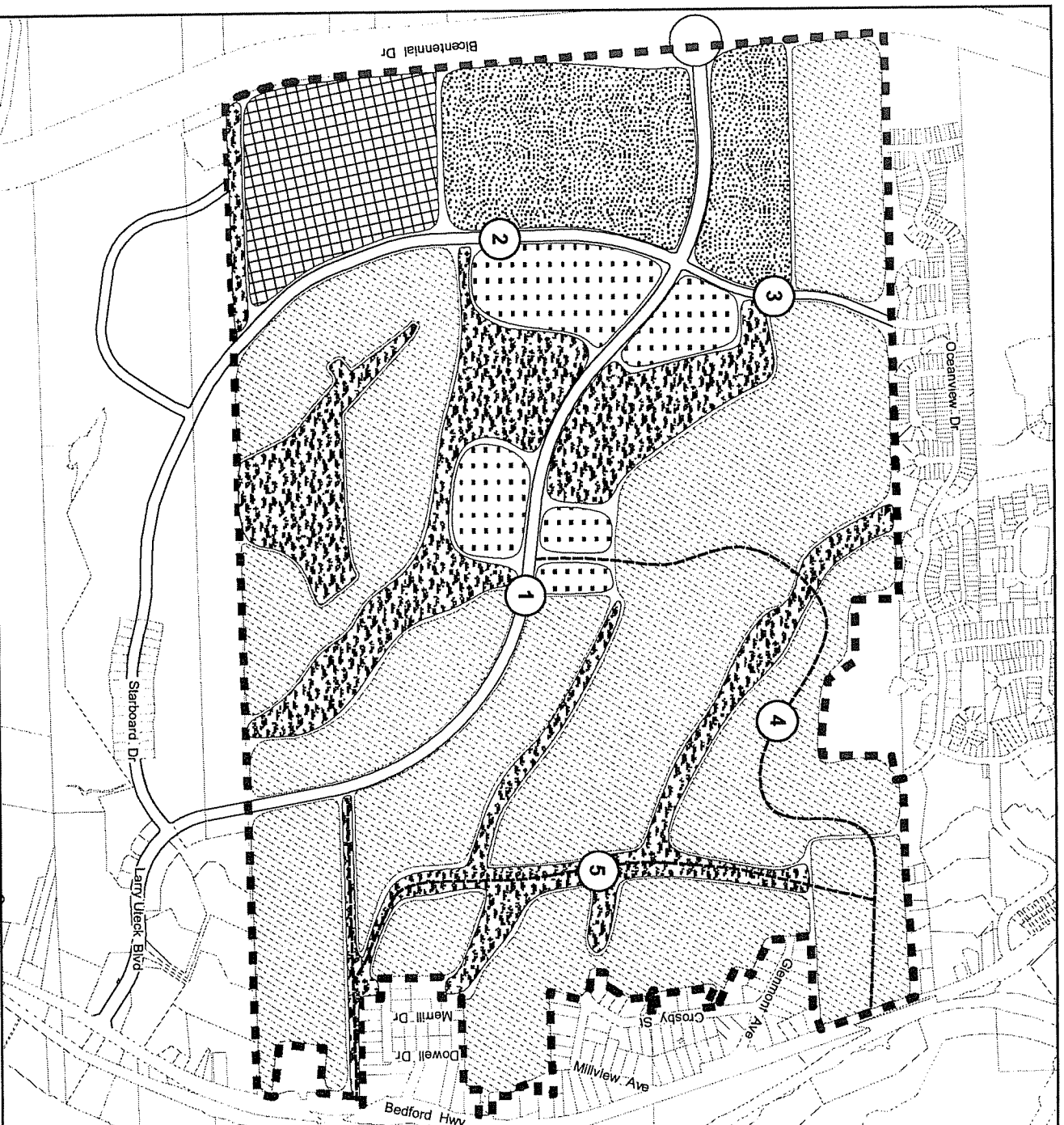
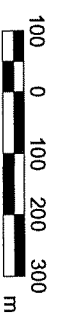


## Schedule II

### Community Concept Plan

#### Street Hierarchy

- 1 Larry Uteck Boulevard
- 2 Starboard Avenue
- 3 Nine Mile Drive
- 4 Neighbourhood Collector
- 5 Old Coach Road  
(Linear Walkway)



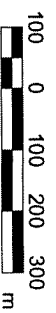
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Schedule III

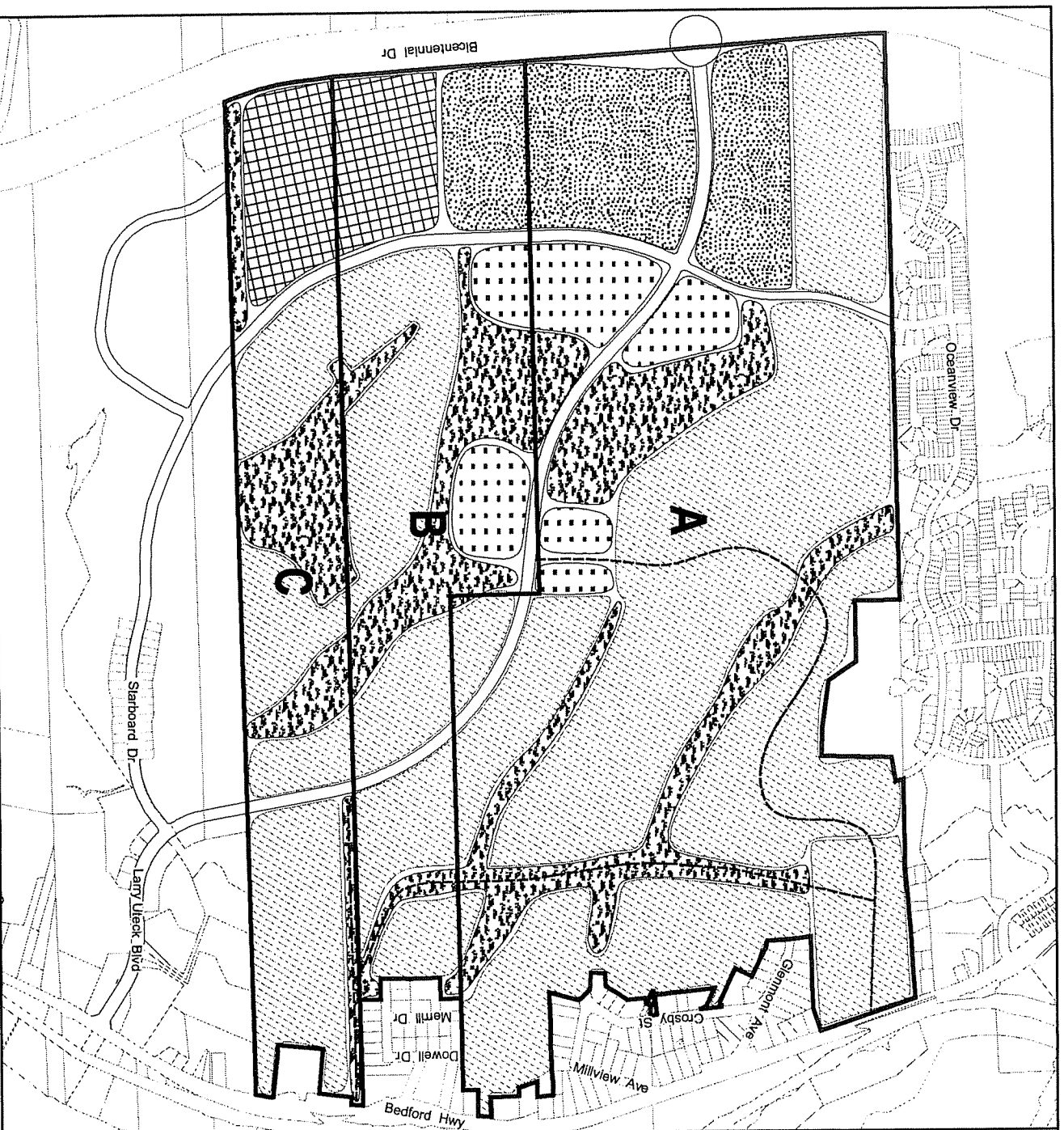
**Community Concept Plan**  
Density Allocations

A = 375 acs  
B = 142 acs  
C = 106 acs



28 August 2002

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Schedule IV  
Community Concept Plan  
Sewersheds

