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North West Community Council
August 12, 2008

TO: North West Community Council

SUBMITTED BY:



Paul Dunphy, Director, Community Development

DATE: July 28, 2008

SUBJECT: Case 01048: Development Agreement, Bedford West -Sub-areas 3 & 4

SUPPLEMENTARY REPORT

ORIGIN

- Joint public hearing held by Regional Council and North West Community Council on July 8, 2008, to consider amendments to the Bedford Municipal Planning Strategy (MPS) to allow for reduced lot sizes under the Bedford West Secondary Planning Strategy and a draft development agreement for development within Sub-areas 3 and 4.
- Approval by Regional Council on July 8, 2008, of amendments to the Bedford MPS.
- Request by West Bedford Holdings Ltd. to enter into a development agreement for Sub-areas 3 and 4.

RECOMMENDATIONS

It is recommended that North West Community Council:

1. Approve the development agreement, presented as Attachment A, to allow for a mixture of residential, commercial and institutional developments within Sub-areas 3 and 4 of the Bedford West Secondary Planning Strategy; and
2. Require that the development agreement be signed and returned within 120 days, or any extension thereof granted by the Community Council on request of the Applicant, from the date of final approval by the Community Council or any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND/DISCUSSION

On July 8, 2008, Regional Council and the North West Community Council held a joint public hearing to consider an amendment to the Bedford West Secondary Planning Strategy and a development agreement to permit development over Sub-areas 3 and 4 of the Secondary Plan. Subsequent to the public hearing, Regional approved the plan amendment which allowed for reduced lot sizes for single unit dwellings within Sub-areas 3 and 4. Consideration of approval of the development agreement has been withheld pending provincial approval of the plan amendments.

The amendments have since been reviewed by the Provincial Department of Service Nova Scotia and Municipal Relations as per Section 208 of the *Municipal Government Act*. These amendments became effective on August 9, 2008. The development agreement, presented as Attachment A to this report, is now before the Community Council for a decision.

BUDGET IMPLICATIONS

In accordance with the Municipality's capital cost contribution policies, the Municipality will be expected to cost share in certain infrastructure improvements needed to service the Secondary Plan Area. Negotiations regarding the infrastructure eligible under the policy, the expected cost and the financial responsibilities of each party are currently being negotiated by municipal staff, Halifax Water and property owners within the secondary plan area.

A report with a package of recommendations will be presented to Regional Council at some point in the future. Contributions from benefiting property owners for transportation improvements will be proposed to be levied as infrastructure charges under the Regional Subdivision By-law and for sewer and water services under regulations proposed by Halifax Water. No subdivision approvals will be granted under the provisions of this development agreement until the cost sharing proposal has been approved by the Municipality and Halifax Water (reference Section 3.2.1 of the agreement).

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. The Community Council may choose to approve the entire development agreement, as contained in Attachment A. This is the recommended course of action.
2. The Community Council may choose to alter the terms of the development agreement. This may necessitate further negotiations with the applicant, and may require an additional public hearing.

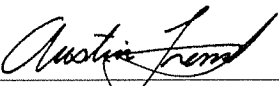
3. The Community Council may choose to refuse the entire development agreement. Pursuant to Section 230(6) of the *Municipal Government Act*, the Community Council must provide reasons for this refusal, based on the policies of the MPS.

ATTACHMENTS

Attachment A Draft Development Agreement

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

Report Prepared by: Paul Morgan, Planner, 490-4482

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

ATTACHMENT A - DRAFT DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of, 2008,

BETWEEN:

WEST BEDFORD HOLDINGS LIMITED
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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 on the west side of the Bicentennial Highway, between the Hammonds Plains Road and Kearney Lake Road in Bedford and which said lands are identified by P.I.D. 40698367 and are illustrated as Sub Areas 3 and 4 of Schedule A of this Agreement and which are more particularly described in Schedule "A-1" to this Agreement ("the Lands");

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

AND WHEREAS North West Community Council ("the Community Council) approved this Agreement at a meeting held on _____, 2008 (municipal reference Case No. 01048);

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

- 2.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law.
- 2.2 In this Agreement, unless the context otherwise requires:
- (c) “building height” means the vertical distance between the average finished grade of a building to the soffit of a building, excepting gables.
 - (d) “lot frontage” means the distance between the side lot lines of a lot as measured in a perpendicular direction from the front lot line at a horizontal distance equal to 7.01 metres (23 feet)..
 - (e) “Master Stormwater Management Plan” means the document entitled *Master Stormwater Management Plan for the Parks of West Bedford Subareas 3, 4 and 6*, Project No. 1030792, prepared by Jacques Whitford NAWÉ Inc. in conjunction with Jacques Whitford Environment Ltd., for West Bedford Holdings Ltd., dated December 2007.
 - (f) “Secondary Planning Strategy” means the Bedford West Secondary Planning Strategy, adopted under the Bedford Municipal Planning Strategy, as amended from time to time.
 - (g) “Waters Advisory Board” means the Bedford Waters Advisory Board, as established by an administrative order of the Municipality.

PART 3 USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 SCHEDULES

The Developer shall develop the lands in a manner, which, unless otherwise provided for by this Agreement, are, in the opinion of the Development Officer, in substantial conformance with the Schedules attached to this Agreement.

The Schedules are:

- Schedule A: Illustration of the Lands
- Schedule A-1: Legal Description of the Lands
- Schedule B: Land Use Plan
- Schedule C: Streets, Sidewalks, Walkway and Trails Plan
- Schedule D: Parkland Plan
- Schedule E: Phasing Plan
- Schedule F: Water Service Plan
- Schedule G: Storm Water Plan
- Schedule H: Sanitary Sewer Plan
- Schedule I: Site Preparation Plan - Parks 3, 4 and 5
- Schedule I-2: Site Preparation Plan - Park 2
- Schedule J: Urban Minor Collector with Multi-Use Trail
- Schedule K: Lake Monitoring Program
- Schedule L: Architectural Design Guidelines for Townhouses and Apartment Buildings

3.2 SUBDIVISION

3.2.1 No subdivision approvals shall be granted by the Development Officer unless:

- (a) a capital cost contribution charge has been established over the Lands by the Water Commission and the charge has been paid by the Developer or the Water Commission has advised that an agreement for the payment of the charge has been entered into with the Developer; and
- (b) an infrastructure charge area has been established over the Lands under the Subdivision By-law and the charge has been paid by the Developer or an infrastructure charge agreement entered into in accordance with the provisions of the Subdivision By-law.

3.2.2 Unless otherwise acceptable to the Development Officer and subject to Sections 3.2.3 and 3.2.4, subdivision applications shall be submitted in accordance with the Phasing Plan presented as Schedule E and the Development Officer shall grant subdivision approvals for the phase for which approval is sought subject to all applicable terms and conditions of this Agreement.

- 3.2.3 No Subdivision Approval shall be granted for lands in which the sanitary sewer system is to be connected to the sanitary sewer system for Sub Area 2 of the Secondary Planning Strategy (the said lands being illustrated as "Area by gravity to Sub Area 2 Pump Station" on Schedule H of this Agreement) unless Loop Road 4 has been constructed through Sub Area 2 from Kearney Lake Road and connected with 3-4 Collector Road and 3-4 Collector Road has been constructed to Hammonds Plains Road as illustrated on Schedule E.
- 3.2.4. Provided that Section 3.2.3 has been satisfied, subdivision approval may be granted to allow for a maximum of:
- (a) one thousand and five hundred (1,500) dwelling units; or
 - (b) where a development agreement has been approved and is in effect for Sub-areas 2, 5, 6, 7 or 8 as shown on Schedule BW-6 of the Secondary Planning Strategy and the density permitted under such development agreement is less than that allowed under the provisions of the Secondary Planning Strategy, then the difference may be allocated to the Lands under this Agreement provided that the total number of dwelling units permitted on the Lands does not exceed one thousand seven hundred and fifty (1,750).
- 3.2.5 Each subdivision application shall include a table with the number of dwelling units for which municipal development permit applications are expected to be sought from the current subdivision application and the number of dwelling units which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted pursuant to the provisions of this Agreement.

3.3 REQUIREMENTS PRIOR TO APPROVAL

- 3.3.1 No subdivision approvals shall be granted unless:
- (a) all required parkland preparations and trails have been agreed upon in accordance with the requirements of Sections 3.6.1 and 3.6.2 of this Agreement
 - (b) non-disturbance areas have been delineated in accordance with the requirements of Section 3.7.2;
 - (c) if required, the Parties have reached an agreement for the multi-use trail in accordance with the requirements of Section 4.3.2;
 - (d) if required, notifications for the design of the storm drainage system have been received in accordance with the requirements of Section 4.5.2;
 - (e) notices for non-publicly owned streets have been placed on the subdivision plan in accordance with the requirements of Section 4.3.5;

- (f) a security for erosion and sedimentation control measures has been provided in accordance with the requirements of Section 5.1.2;
 - (g) certification of the subdivision grading plan has been provided in accordance with the requirements of Section 5.2.1; and
 - (h) if required, a financial security for completion of the water quality monitoring program has been posted in accordance with the requirements of Clause 5.3.1 (e).
- 3.3.2 No municipal development permit shall be granted unless:
- (a) a lot grading plan has been prepared in accordance with the requirements of Sections 5.2.2 and 5.2.3 of this Agreement and the plan has been approved by the Engineer; and
 - (b) a landscaping plan has been prepared by a Professional Landscape Architect in accordance with the requirements of Section 3.8.
- 3.3.3 No construction permit shall be granted unless the Developer has completed the Municipality's MICI (Multi-unit/Industrial/Commercial/Institutional) process for any multi-unit, commercial or institutional development.
- 3.3.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.3.5 No Occupancy Permit shall be granted:
- (a) for any multi-unit, commercial or institutional development unless a certification has been received from a Professional Landscape Architect in accordance with Section 3.8 of this Agreement;
 - (b) trees have been planted or a security provided in accordance with the requirements of Clause 3.5.10; and
 - (c) lot grading approval has been received or financial security provided for completion of the work in accordance with Section 5.2.4.

- 3.3.6 Prior to the acceptance of any streets and municipal services within any phase of subdivision, the Developer shall provide the Development Officer with certification from a Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required by Section 5.1 of this Agreement.

3.4 GENERAL DESCRIPTION OF LAND USE

The use of the Lands permitted by this Agreement are the following:

- (a) single unit dwellings;
- (b) semi-detached dwellings;
- (c) townhouse dwellings;
- (d) apartments;
- (e) institutional uses;
- (f) community commercial uses; and
- (g) parkland and open space uses;
- (h) a commercial development as prescribed by this Agreement.

3.5 DETAILED PROVISIONS FOR LAND USE

- 3.5.1 No subdivision approval or municipal development permit shall be granted for any single unit dwelling designated "small lot single" on Schedule B except in accordance with the following provisions:

- (a) Minimum lot frontage: 10.36 metres (34 feet)
- (b) Minimum lot area: 315.9 square metres (3,400 square feet)
- (c) Minimum front yard: 4.57 metres (15 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 1.83 metres (6 feet)
- (f) Minimum flankage yard: 4.57 metres (15 feet)
- (g) Minimum separation between buildings: 3.66 metres (12 feet) except for garages permitted under Section 3.5.8
- (h) Maximum lot coverage: 35%
- (i) Maximum building height: 9.14 metres (30 feet)
- (j) Maximum driveway width: 3.66 metres (12 feet)
- (k) each dwelling shall be served with a hard surface driveway that extends from the street curb cut to the front facade of the building and a parking space for an automobile in the dwelling measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length.

- (l) The width of an attached garage shall not exceed 4.27 metres (14 feet).

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

- (a) Minimum lot frontage: 12.19 metres (40 feet)
- (b) Minimum lot area: 371.6 square metres (4,000 square feet)
- (c) Minimum front yard: 4.57 metres (15 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 1.83 metres (6 feet)
- (f) Minimum separation between buildings: 3.66 metres (12 feet) except for garages permitted under Section 3.5.8
- (g) Minimum flankage yard: 4.57 metres (15 feet).
- (h) Maximum lot coverage: 35%
- (i) Maximum building height: 9.14 metres (30 feet)

3.5.3 No subdivision approval or municipal development permit shall be granted for any designated "semi-detached" development except in accordance with the following provisions:

- (a) Minimum lot frontage: 9.14 metres (30 feet) per dwelling unit
- (b) Minimum lot area: 278.7 square metres (3,000 square feet) per dwelling unit
- (c) Minimum front yard: 4.57 metres (15 feet)
- (a) Minimum rear yard: 6.10 metres (20 feet)
- (b) Minimum side yard: 2.4 metres (8 feet)
- (c) Minimum flankage yard: 4.57 metres (15 feet)
- (d) Maximum lot coverage: 35%
- (e) Maximum building height: 9.14 metres (30 feet)

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

- (a) Minimum lot frontage: 6.10 metres (20 feet) per dwelling unit
- (b) Minimum lot area: 185.8 square metres (2,000 square feet) per dwelling unit
- (c) Minimum front yard: 4.57 metres (15 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 2.44 metres (8 feet) per block

- (f) Minimum flankage yard: 4.57 metres (15 feet)
 - (g) Maximum lot coverage: 35%
 - (h) Maximum building height: 9.14 metres (30 feet)
 - (i) Maximum driveway width: 3.65 metres (12 feet)

 - (j) each dwelling shall be served with a hard surface driveway that extends from the street curb cut to the front facade of the building and a parking space for an automobile in the dwelling measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length.

 - (k) the development conforms with the architectural design criteria for townhouses under Schedule L.
- 3.5.5 No subdivision approval or municipal development permit shall be granted for any designated “institutional” development except in accordance with the provisions and requirements of the Institutional (SI) Zone of the Land Use By-law.
- 3.5.6 No subdivision approval or municipal development permit shall be granted for any designated “multiple” development except in accordance with the following provisions:
- (a) Minimum lot frontage: 30.48 metres (100 feet) in Phases 1 to 7
 - (b) Minimum lot frontage: 18.29 metres (60 feet) in Phase 8
 - (c) Minimum lot area: 929 square metres (10,000 square feet)
 - (d) Minimum front yard: 4.57 metres (15 feet)
 - (e) Minimum flankage yard: 4.57 metres (15 feet)
 - (f) Maximum lot coverage: 35%
 - (g) Building shall conform with the height restrictions shown on Schedule B;
 - (h) the minimum rear or side yard shall be the greater of 6.10 metres (20 feet) or one half the height of the building; and
 - (i) underground parking shall be provided to satisfy a minimum of fifty percent (50)% of the parking requirements of the Land Use By-law.
 - (j) the development conforms with the architectural design criteria for apartment buildings under Schedule L.
- 3.5.7 No subdivision approval or municipal development permit shall be granted for any “community commercial” development except in accordance with the provisions of the Mainstreet Commercial (CAC) Zone of the Land Use By-law.

3.5.8 Encroachments may be permitted in accordance with and subject to the following:

Structural Element	Location	Maximum Encroachment
sills, cornices, eaves, gutters, chimneys and fire place inserts	any yard	0.61 metres (2.0 feet)
window bays	front and rear yards	0.91 metres (3 feet)
decks	rear and side yards	1.22 metres (4 feet) provided that a minimum 1.22 metre (4 foot) side yard is maintained.
Open, roofed porches not exceeding 1 storey in height	front and rear yards	1.22 metres (4 feet)
steps and stairs	any yard	1.22 metres (4 feet) provided that a minimum 1.22 metre (4 foot) side yard is maintained
attached garage	side yard	0.61 metres (2 feet) except for townhouses

3.5.9 Any development of the Lands shall conform with the provisions and requirements of Part 5 of the Land Use By-law and for the purposes of Part 5, an RCDD Zone shall be deemed to apply to the Lands.

3.5.10 The Developer shall plant a minimum of one (1) tree on each lot designated for any small lot single, semi-detached or townhouse dwelling unit and two (2) trees for every lot designated for a single unit dwelling. Each tree shall be a type which is indigenous to Nova Scotia with a minimum height of 1.52 metres (5 feet) and a minimum diameter of 5 centimeters (2 inches). No Occupancy Permit shall be granted unless this requirement has been satisfied or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and twenty percent (120%) of the estimated cost of planting the required tree or trees as the case may be.

3.5.11 The Municipality agrees that the variance provisions and procedures made under the Municipal Government Act shall apply to the development of the Lands permitted under this Agreement except that, where the Act references “land use by-law”, the words “this Agreement” shall be substituted therefor.

3.5.12 In the event that the sites designated "Institutional" on Schedule B have not been acquired by the Municipality, the Halifax Regional District School Board or the Acadian School Board with the later date of:

- (a) five (5) years from the date of entering into this Agreement; or
- (b) building permits have been granted for ninety percent (90%) of the lots which may be approved under this Agreement

then the designated Institutional sites may be developed with alternative institutional uses or with apartments provided that all other terms and conditions of this Agreement are satisfied.

3.6 PARKLAND

3.6.1 Parkland dedications shall substantially conform with the locations, dimensions and site preparation areas illustrated on Schedules D, I and I-1 with the final adjustments to configuration and grades of the site preparation areas to be agreed upon prior to subdivision approval being granted;

3.6.2 The secondary trails illustrated on Schedule C shall have a minimum width of 1.52 metres (5 feet) and surfaced with crusher dust and the detailed design specifications and location shall be agreed upon prior to subdivision approval being granted.

3.6.3 The Municipality agrees that fulfillment of the requirements of Clauses 3.6.1 and 3.6.2 of this Agreement shall be deemed to satisfy all park dedication requirements of the Subdivision By-law for any subdivision approvals sought within Sub-areas 3, 4 and 6, as illustrated on Schedule BW-6 of the Secondary Planning Strategy.

3.7 WATERCOURSE PROTECTION

3.7.1 Except as required for safety reasons or to allow for the installation of a municipal service system or to allow for the construction of a trail or parkland facility, no lands shall be disturbed within the required setback from a watercourse as established by the Land Use By-law unless a management plan has been prepared by a qualified consultant and submitted to the Community Council for approval. The plan shall be submitted to the Waters Advisory Board for recommendation of approval prior to the Community Council making a decision.

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

3.8 LANDSCAPING PLAN

3.8.1 Any municipal development permit submitted for a multi-unit development, commercial or institutional development pursuant to the provisions of Sections 3.5.5, 3.5.6 or 3.5.7 of this Agreement shall include a landscaping plan, prepared by a Professional Landscape Architect in good standing, which illustrates:

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

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

3.9 TEMPORARY DEVELOPMENTS

3.9.1 A maximum of one ground sign shall be permitted at each street entrance to the Lands and at the street entrance to any Phase to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer and the Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 3.05 metres (10 feet) and the face area of any sign shall not exceed 4.65 square metres (50 square feet). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. Any sign erected pursuant to this provision shall be removed within one (1) month of the date of the final municipal development permit being issued pursuant to the provisions of this Agreement. This section shall not preclude the construction of decorative entrance gates.

3.9.2 A sales office may be located on the Lands provided that the location has been approved by the Development Officer. The sales office shall be closed or removed from the Lands within one (1) month of the final municipal development permit being issued pursuant to the provisions of this Agreement.

PART 4 STREETS AND MUNICIPAL SERVICES

4.1 General

All applicable construction shall satisfy the Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Engineer prior to undertaking the work. The Development Officer, in consultation with the Engineer, may give consideration to minor changes, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.2 Off-Site Disturbance

4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Engineer.

4.2.2 Nothing in this Agreement shall preclude the Developer from:

- (a) storing or removing rocks, soils or grubbing materials from other development phases established under the Secondary Planning Strategy; or
- (b) locating a temporary rock crusher on the Lands or on other development phases established under the Secondary Planning Strategy

provided that all permission has been granted by the Engineer and all required municipal and provincial approvals have been obtained.

4.3 Streets

4.3.1 Unless otherwise acceptable to the Engineer, streets, sidewalks and walkways shall conform with the locations and alignments illustrated on Schedule C except that the requirement for a sidewalk on Road 3-F shall be waived in the event that the Municipality has been advised by the Province that the property designated "Institutional" on Schedule B which abuts the walkway extending from Road 3-F to Loop Road 4 is not required for a school at the time subdivision approval is sought for phase 6 of Schedule E;

4.3.2 The Municipality may direct the Developer to construct the multi-use trail shown on Schedule C provided that the Municipality pays to the Developer an amount equal to the estimated difference between the cost of constructing the street with the multi-use trail of the specifications presented on Schedule J and the street with a sidewalk which conforms with

the requirements of the Design Guidelines. The additional land required for the street right-of-way shall not be included in the estimate. The Developer shall supply sufficient information required by the Engineer to verify the estimate and the Municipality agrees to pay the agreed upon cost within one (1) year from the date of application for subdivision approval for the phase in which the multi-use trail is to be located. In the event that the Municipality does not direct that a multi-use trail be constructed, the Developer shall, at its cost, construct a sidewalk in accordance with the Design Guidelines.

- 4.3.3 The geometric design of the streets designated Loop Road 4 and 3-4 Collector on Schedule C conforms with the dimensions illustrated on Schedule J except that sufficient width for turning lanes shall be provided where determined warranted by the Engineer in accordance with the requirements of the Design Guidelines;
- 4.3.4 The Parties agree that traffic calming measures may be considered in the street design but any such proposal will only be accepted if recommended for approval by the Engineer;
- 4.3.5 Where any street is proposed to service more than one building and which said street is not proposed to be owned and maintained by the Municipality, no subdivision approvals shall be granted with lot frontage on the street and a note shall be placed on the subdivision plan that the Municipality does not own or maintain the street.

4.4 Water Distribution System

The water distribution system shall conform with the Halifax Regional Water Commission Design and Construction Specifications and, unless otherwise acceptable to the Water Commission, the water distribution system shall conform with the report prepared. By G.S. Woodford, dated March 11 2008, entitled "Water System Expansion for West Bedford Lands" (reference number B06523).

4.5 Sanitary Sewer System and Storm Drainage System

- 4.5.1 The sanitary sewer system and the storm drainage system shall conform with the Design Guidelines, unless otherwise acceptable to the Engineer.
- 4.5.2 A qualified consultant shall provide professional certification that the storm drainage system conforms with the recommendations of the Master Stormwater Management Plan.
- 4.5.3 Where the Developer proposes to incorporate Kearney Lake, Kearney Lake Run or Paper Mill Lake into the storm drainage system serving the Lands, the Developer shall secure all, permissions, permits and approvals as may be required from the Province and the license holder of the dams on Kearney Lake and Paper Mill Lake and the Developer agrees that nothing in this Agreement obligates the Municipality or the Water Commission to assume any responsibility for the ownership or maintenance of the dams on Kearney Lake or Paper

Mill Lake or any other component of a storm drainage system that is not located with the boundaries of the Lands.

4.5.4 No subdivision approvals shall be granted in Phases 5 to 8 as shown on Schedule E of this Agreement unless:

(a) the Engineer is satisfied that there is sufficient capacity remaining in the downstream sanitary sewer system; or

(b) the Developer has entered into an infrastructure charge agreement with the Municipality for the upgrading of the downstream sanitary sewer system.

4.5.5 As part of the Phase 5 subdivision approval, the Developer shall construct a sanitary forcemain and watermain from the head of the cul-de-sac to Bluewater Road in accordance with the layout and design agreed to with the Municipality under the Capital Cost Contribution Policy. The Municipality agrees to reimburse the Developer for the costs of this work in accordance the estimates established under the Capital Cost Contribution Policy.

4.5.6 The Developer agrees to maintain all public CDS units proposed for the storm sewer system for a minimum of three (3) years from the date of receiving subdivision approval for the development phase in which the CDS unit is located.

4.6 Solid Waste Facilities - Within Multi-Unit, Commercial or Institutional Buildings
The multi-unit buildings shall include a designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources. This solid waste storage area shall be screened from public view by means of opaque fencing or masonry walls with suitable landscaping.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Erosion and Sedimentation Control Plans

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

5.1.2 The Developer agrees to undertake all construction activities in accordance with the erosion and sedimentation control plan, unless otherwise directed by the Nova Scotia Department of the Environment and also agrees to assume sole responsibility for compliance with all environmental regulations of the Nova Scotia Department of the Environment. A security deposit in the amount of twenty thousand dollars (\$20,000.00) per phase shall be provided by the Developer in the form acceptable to the Municipality. In the event that two or more phases are under construction at the same time, an additional deposit of ten thousand dollars (\$10,000) shall be provided for each subsequent phase. The deposit shall be provided prior to the commencement of any clearing and grubbing, and may be transferred from phase to phase as development proceeds. The Municipality may use the deposit to remedy any and all environmental problems that may result from development of the Lands. The developer shall be responsible for all costs in this regard exceeding the security provided. For any phase, the security deposit or the unused portion of the security deposit shall be returned to the Developer once any environmental problems that result from non-compliance with this Agreement are remedied or where no environmental problems have resulted, upon acceptance of the primary and secondary services by the Municipality;

5.2 Subdivision and Lot Grading Plans

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

5.2.2 Any non-disturbance area established pursuant to Section 3.7 of this Agreement shall be shown on any lot grading plan submitted pursuant to the requirements of the Municipality's Lot Grading By-law.

5.2.3 The Developer shall prepare lot grading plans which comply with the Subdivision Grading Plan. Modifications to the site grading and proposed finished elevations may be approved by the Engineer. The Developer shall provide written confirmation of compliance that the lot has been graded in accordance with the lot grading plan and, where it has been determined that any lot grading has not been properly carried out, remedial or corrective measures shall be carried out by the Developer at it's cost.

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

5.3 Water Quality Monitoring Program

5.3.1 The Parties agree that a lake monitoring program shall be undertaken in conformity with the following requirements:

- (a) the consultant shall be selected by the Municipality and the Developer agrees to pay for all required costs;
- (b) except as required by clause (d), monitoring shall be undertaken at each location shown on Schedule K three (3) times per year. Spring testing shall include the RCAP-MS suite, Total Phosphorus, Total Suspended Solids, Fecal Coliform bacteria and Chlorophyll, plus standard field measurements (pH, oxygen, conductivity, temperature). Summer and Fall testing shall include the RCAP suite (without MS), Total Phosphorus, Total Suspended Solids, Fecal Coliform bacteria and Chlorophyll, plus standard field measurements (pH, oxygen, conductivity, temperature);
- (c) monitoring shall be undertaken at least one time at each location illustrated on Schedule K prior to any development activity being commenced within the upstream watershed of the Lands;
- (d) in the event that threshold levels specified under clause 5.3.2 (b) are exceeded, the Municipality may direct the consultant to undertake further testing deemed reasonable to verify results;
- (e) except as provided for by clause (f), the program shall be undertaken until two (2) years after subdivision approval has been granted for the final phase of development permitted by this Agreement and, prior to subdivision approval being granted for the final phase, the Developer shall post a security in an amount deemed sufficient by the Municipality to complete the monitoring program;
- (f) where further development agreement applications are approved within the Paper Mill Lake watershed which require that a lake monitoring program be undertaken pursuant to the requirements of the Secondary Planning Strategy, the Parties agree that the Developer may seek amendments to the requirements of this Section in accordance with the provisions of Clause 6.1 (c) of this Agreement.

5.3.2 The Municipality will designate a person to administer the requirements of the Municipality under Section 5.3.1 and receive the test results of the monitoring program. The designate person shall submit the test results to the Developer, the Community Council and the Waters Advisory Board within:

- (a) three (3) months of being received from the consultant; or

- (b) if any total phosphorous measurement exceeds ten (10) micrograms per liter or if the arithmetic mean of any fecal coliform measurement within a given calendar year exceeds two hundred (200) counts (MPN) per 100ml at any location or if any fecal coliform measurement exceeds four hundred (400) counts (MPN) per 100ml, the findings will be reported immediately to the Developer and to the Waters Advisory Board and the Community Council at the next scheduled meeting. The Municipality shall make all reports provided to the Waters Advisory Board and the Community Council available to the public.

PART 6: AMENDMENTS

- 6.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantive and may be approved by resolution of the Community Council:
 - (a) amendments to the Land Use Plan adopted as Schedule B to this Agreement provided that the Community Council is satisfied that such amendments are minor and conform with the intent and all applicable policies of the Secondary Planning Strategy;
 - (b) amendments to the development standards adopted under Parts 3 and 4 of this Agreement provided that the Community Council is satisfied that such amendments are minor and conform with the intent and all applicable policies of the Secondary Planning Strategy; or
 - (c) amendments to the lake monitoring program adopted as Schedule K to this Agreement provided that a recommendation of approval has been received from the Waters Advisory Board.
- 6.2 Amendments to any matters not identified by Section 6.1 or elsewhere in this Agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Municipal Government Act*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

- 7.1 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 pay or reimburse the Municipality for the registration cost incurred in recording such documents.

- 7.2 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 Community Council.
- 7.3 In the event that construction on the lands has not commenced within 2 (two) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of the Community 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 the pouring of the footings for the foundation.
- 7.4 If the Developer fails to complete the development or portions thereof, or after 10 (ten) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, the Community 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 the Community Council, the Developer's rights hereunder are preserved and the Community Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 8.1 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.
- 8.2 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) Where trees or other vegetation are removed in contravention to the requirements of section 3.7 of this Agreement, the Development Officer may direct that a site rehabilitation plan be prepared with measures including but not limited to, the replanting of trees or vegetation of a similar size, age, and appearance within the disturbed area. The property owner shall pay all expenses associated with preparing and undertaking the plan and shall submit the plan to the Waters Advisory Board for

a recommendation of approval and to the Community Council for approval before being undertaken;

- (b) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (c) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the *Assessment Act*;
- (d) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and
- (e) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the *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:**

) <u>WEST BEDFORD HOLDINGS LIMITED</u>
)
)
per: _____) per: _____
)
)
per: _____) per: _____

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



THE PARKS
OF WEST BEDFORD

EMBRACING NATURE ENJOYING LIFE

Sub Areas 3&4

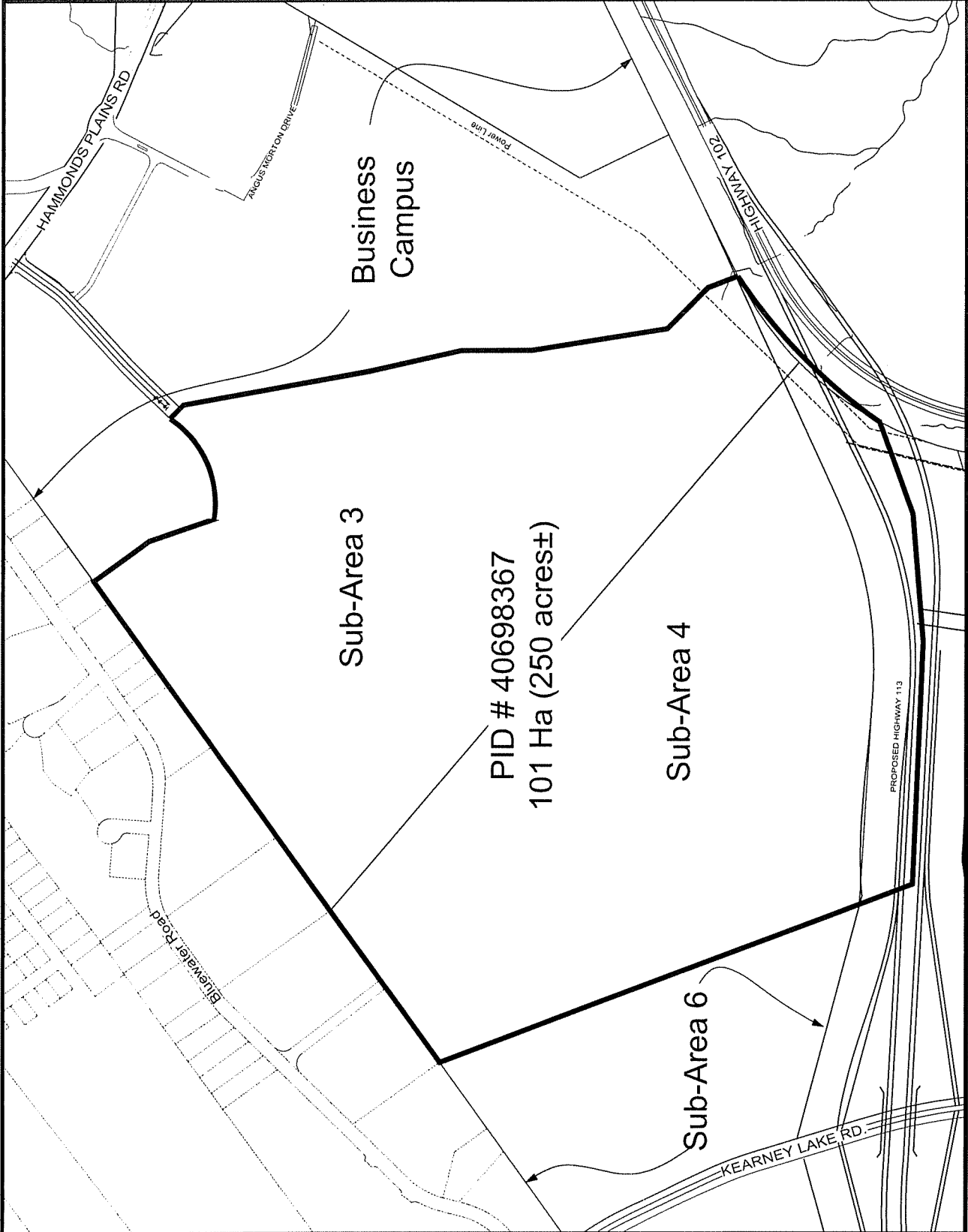
Jan 2008

Development Area



N.T.S. - units in metres

SCHEDULE A





THE PARKS
OF WEST BEDFORD

ESTABLISHED 1987

Sub Areas 3&4

Feb 2008

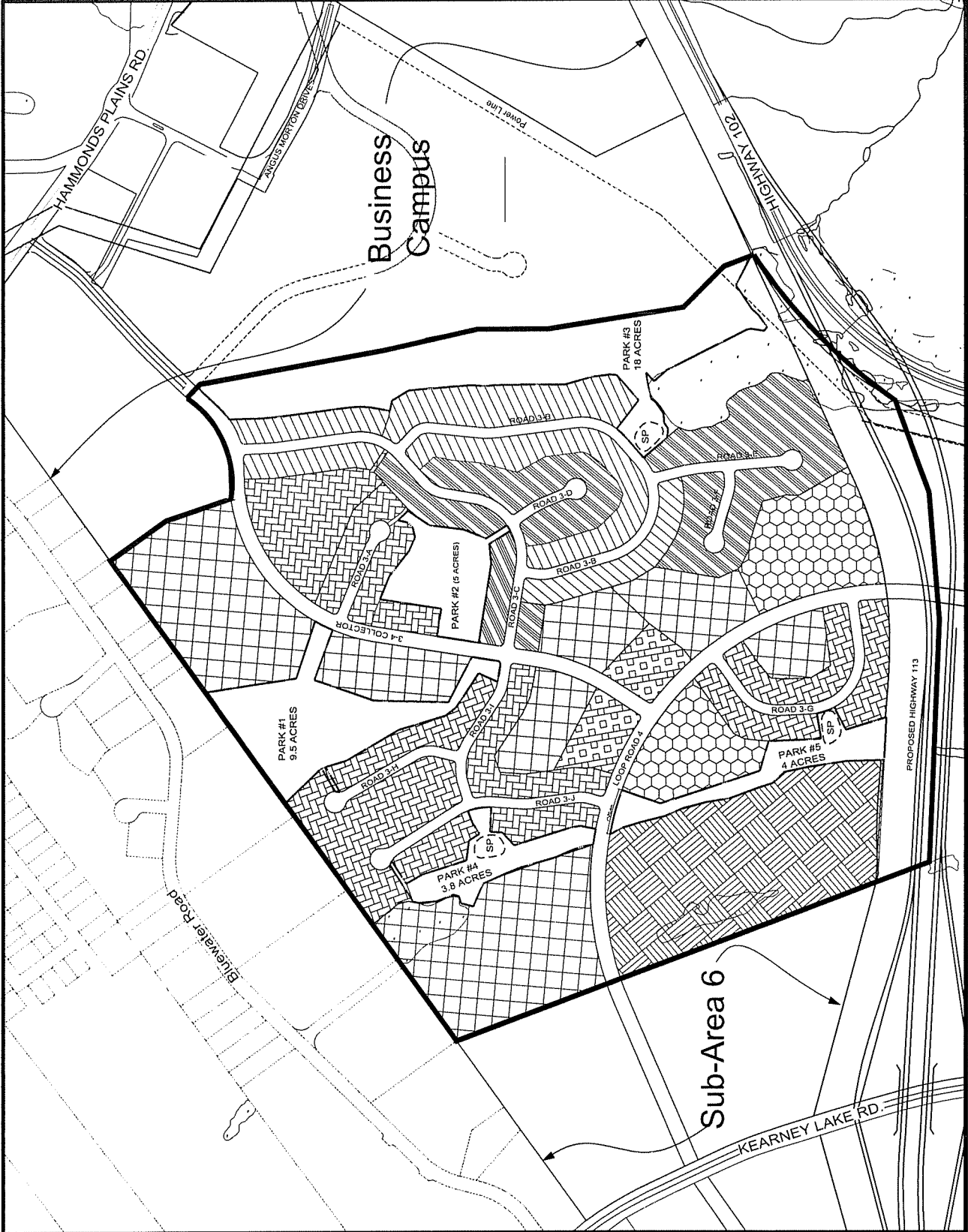
Land Use Plan



N.T.S. - units in metres

Symbol	Description
	SINGLES
	SMALL LOT SINGLES (MIN 34ft.)
	TOWNHOUSE/ SEMI- DETACHED/ SINGLES
	MULTIPLE (maximum 6 Storeys)
	MULTIPLE (maximum 12 Storeys)
	INSTITUTIONAL / MULTIPLE
	COMMUNITY COMMERCIAL
	PARKLAND (HRM)

SCHEDULE B





THE PARKS
OF WEST BEDFORD

EMERSON COLLEGE 1000 UNIVERSITY AVENUE, WEST BEDFORD, MA 01093

Sub Areas 3&4

Feb 2008

Parkland Plan



N.T.S. - units in metres



Site Preparation Area

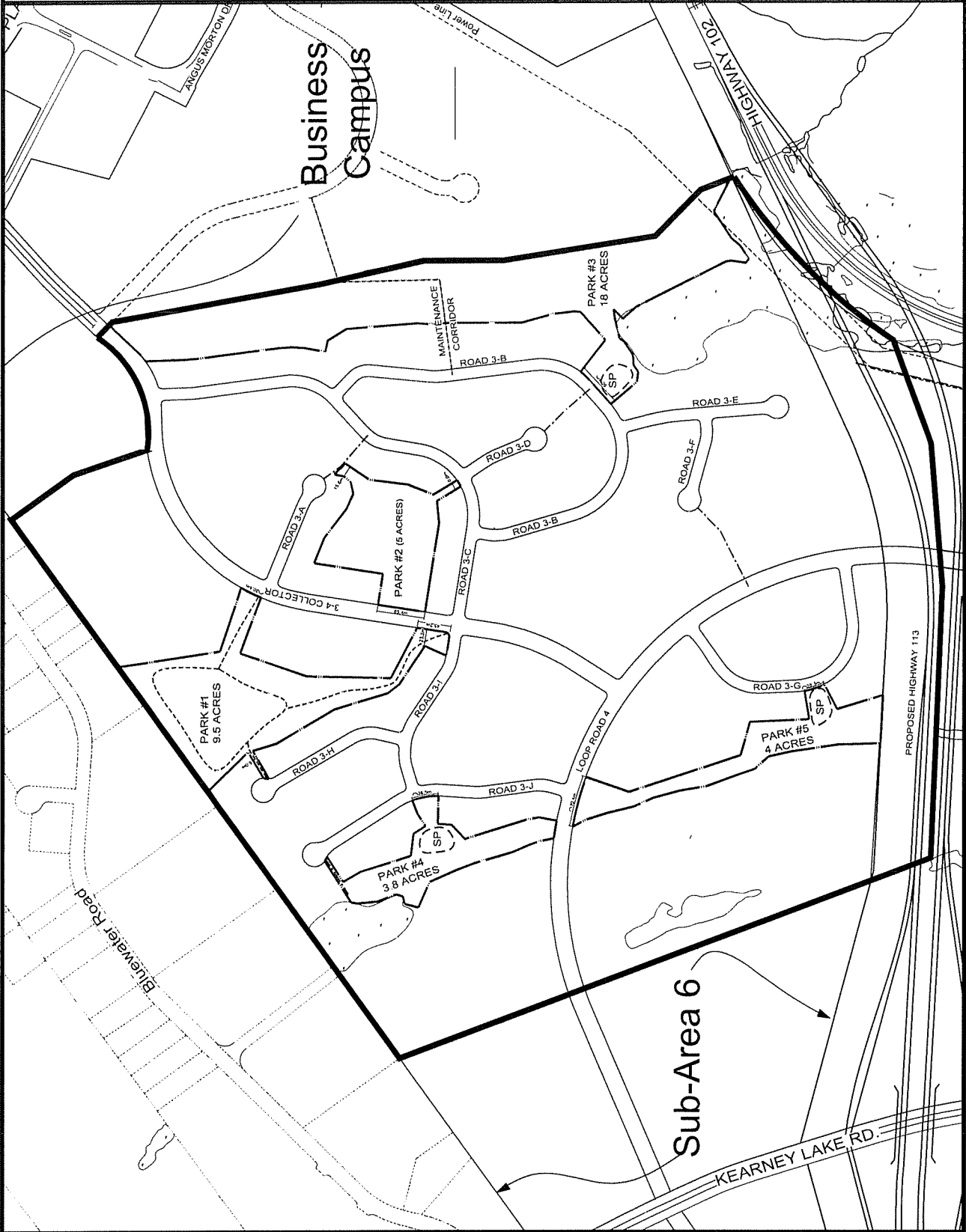


HRM Parkland

--- Secondary Trail

--- Walkway

SCHEDULE D





THE PARKS
OF WEST BEDFORD

EMBRACE THE NATURE. ENJOY THE CITY.

Sub Areas 3&4

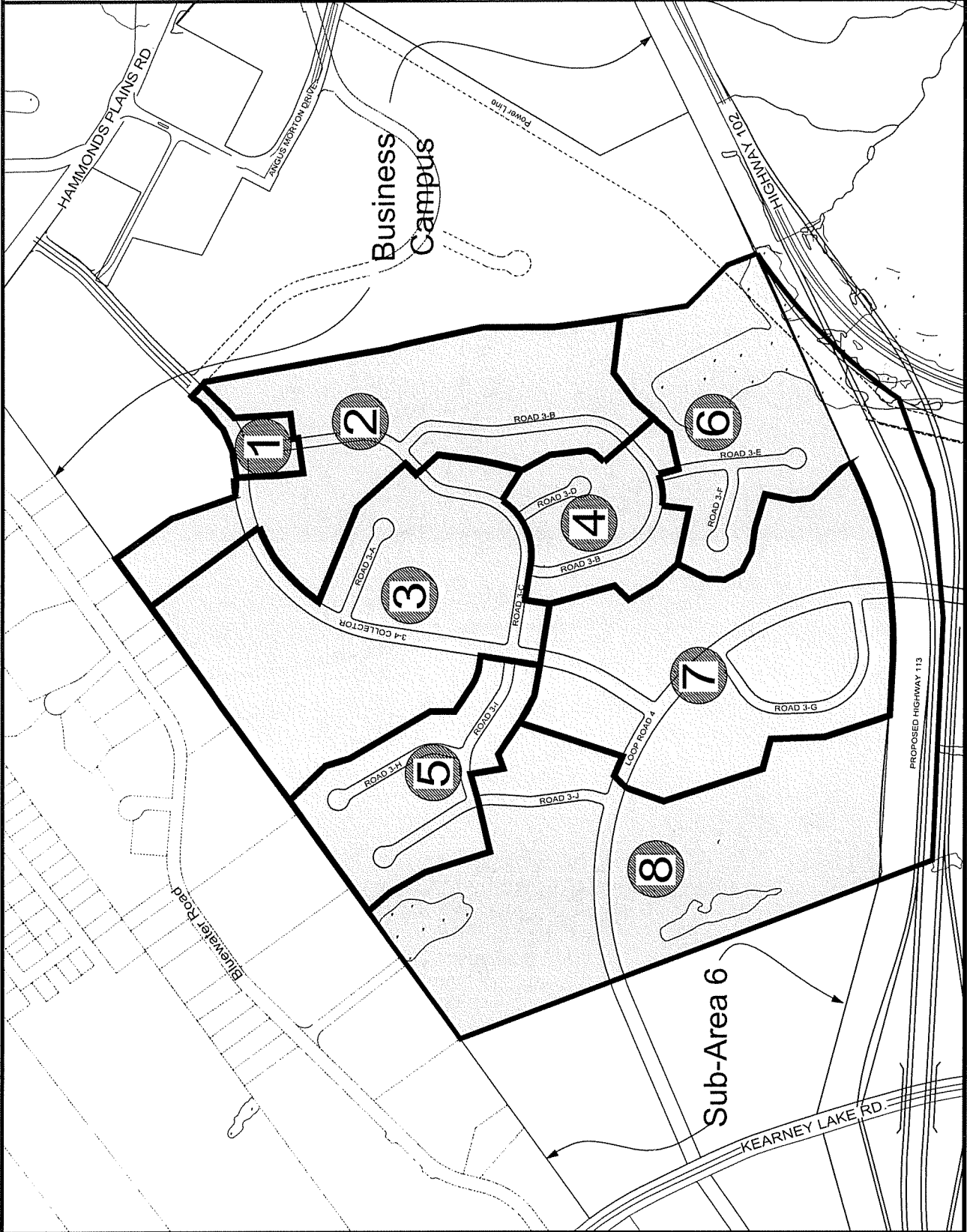
Jan 2008

Phasing Plan



N.T.S. - units in metres

SCHEDULE E





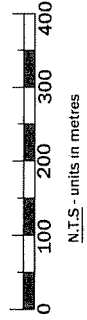
THE PARKS
OF WEST BEDFORD

DESIGN AND CONSTRUCTION CONSULTANTS

Sub Areas 3&4

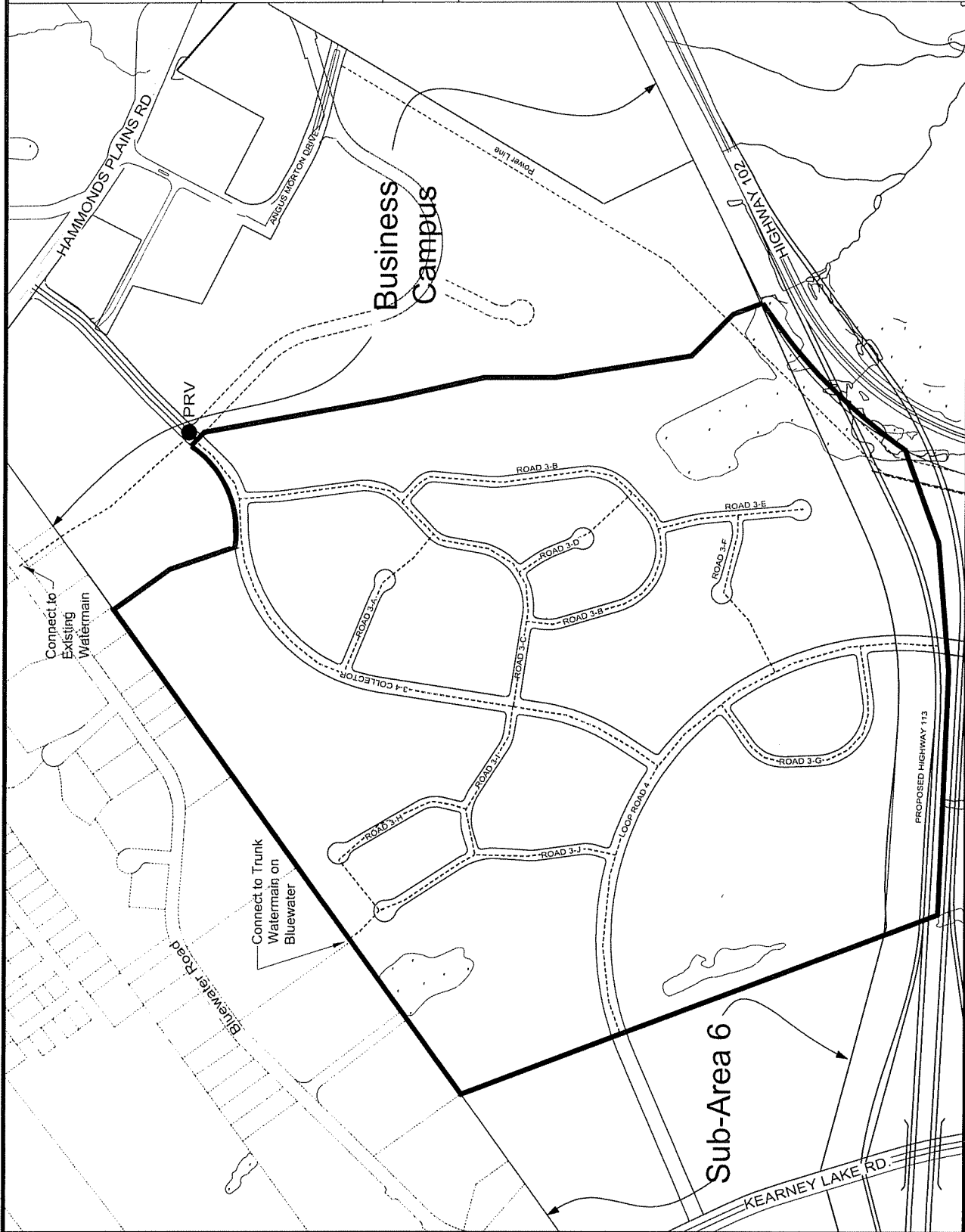
FEB 2008

Water Service Plan



----- WATERLINE

SCHEDULE F





THE PARKS
OF WEST BEDFORD

Sub Areas 3&4
FEB 2008
Stormwater Plan



Stormwater
Flow



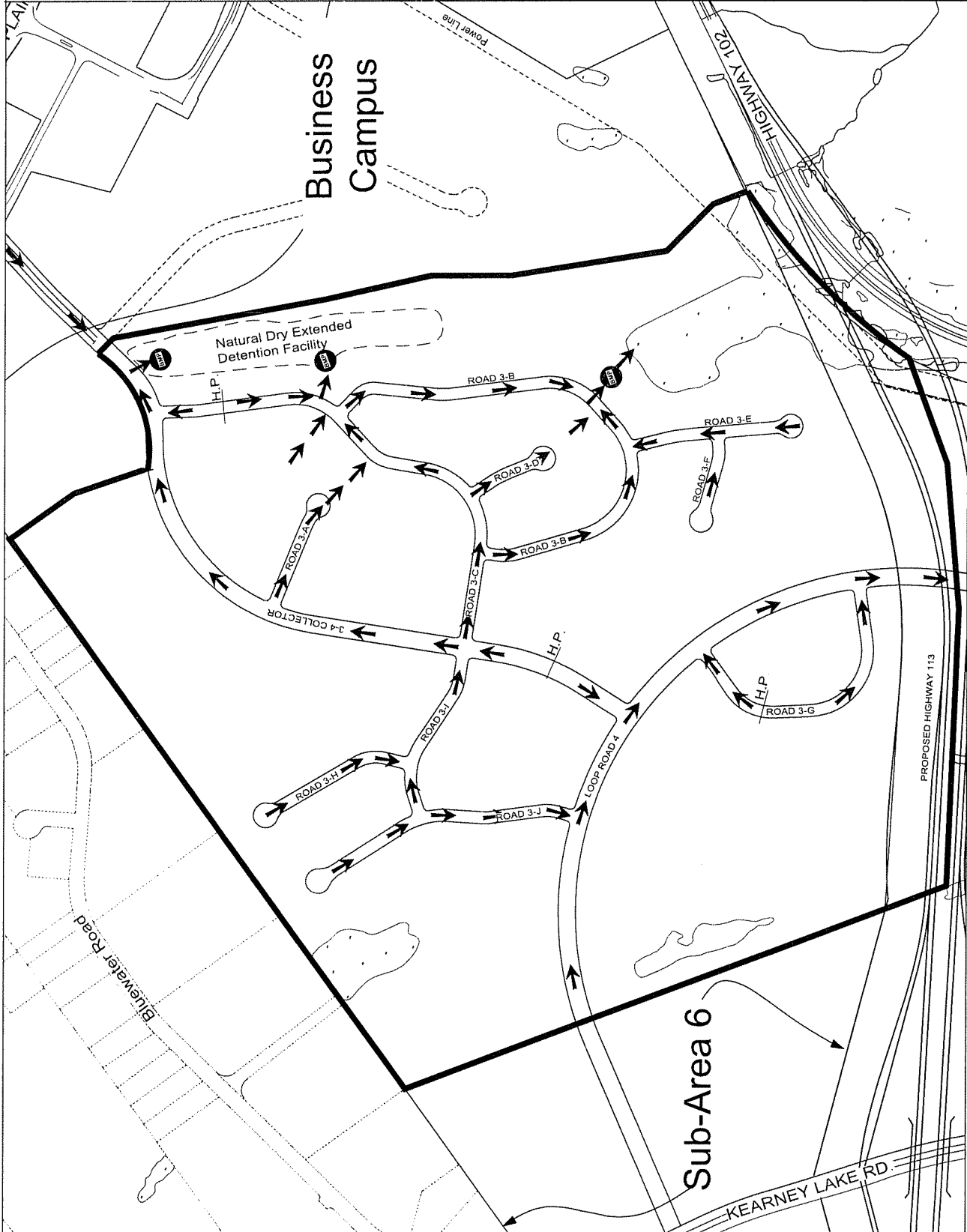
Best Management
Practice, per
Stormwater
Management Plan



Note:

Stormwater from
Sub-area 4 will be
conveyed to the
stormwater detention
BMP in Sub-area 2.

SCHEDULE G

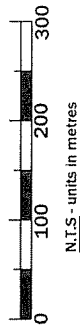




THE PARKS
OF WEST BEDFORD

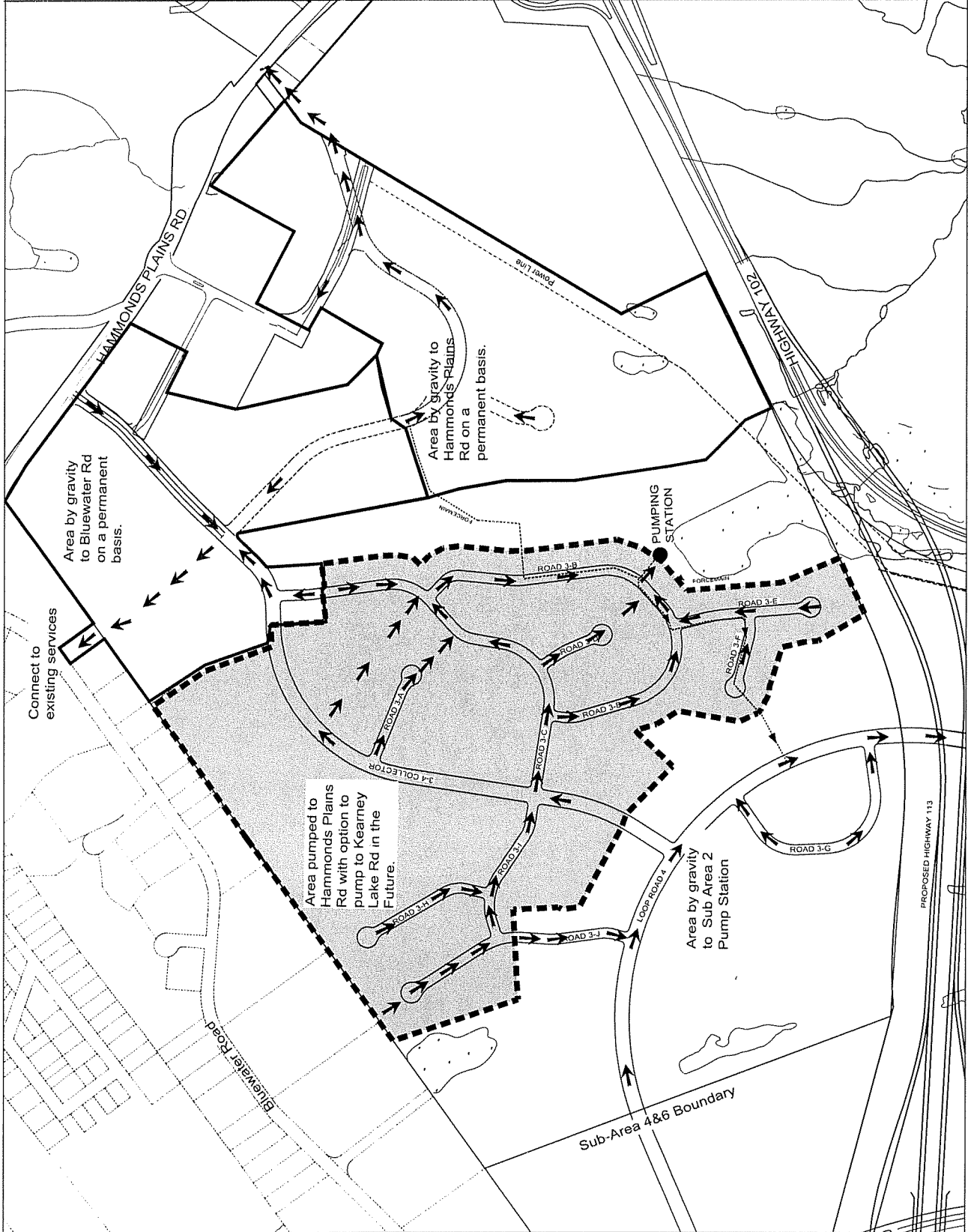
EMBRACE THE NATURE OF THE PAST

Sub Areas 3&4
FEB 2008
Sanitary Sewer Plan



Sanitary Flow

SCHEDULE H





THE PARKS
OF WEST BEDFORD

LANDSCAPE ARCHITECTURE CONSULTING LTD.

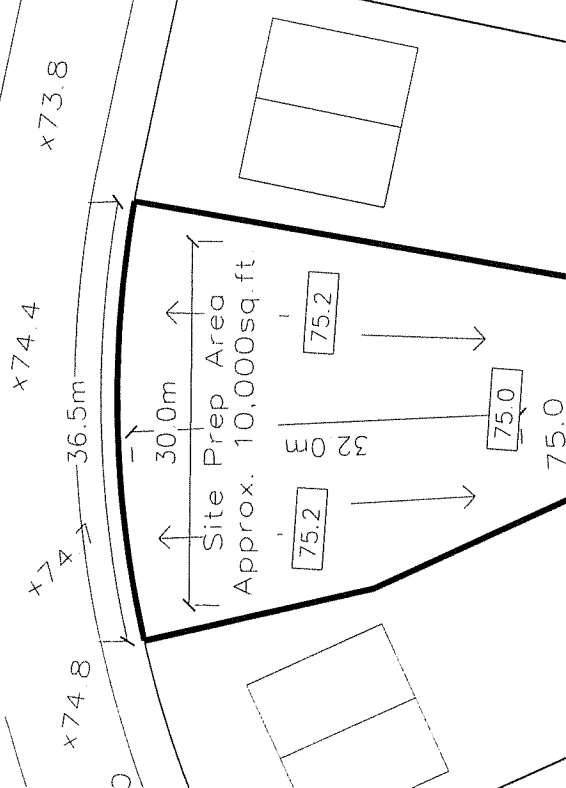
Sub Areas 3&4
Feb 2008
Site Preparation Plan

M.T.S. - units in metres

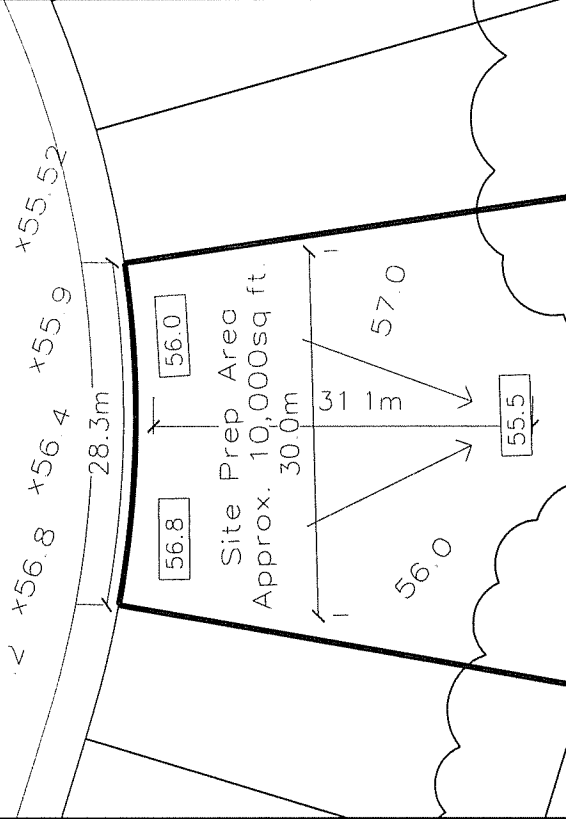
Note:
Final adjustments to
configuration and grade to
be determined on site.

SCHEDULE I

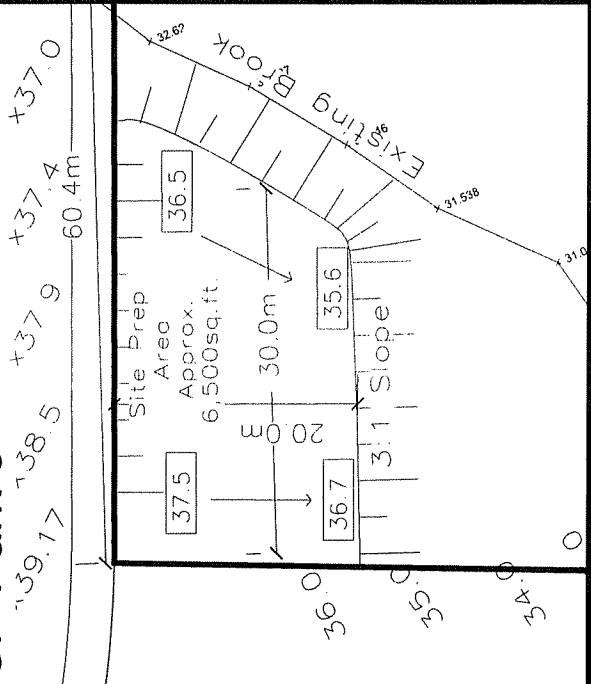
SP-Park 4



SP-Park 5



SP-Park 3





THE PARKS
OF WEST BEDFORD

COMMUNITY DEVELOPMENT DEPARTMENT

Sub Areas 3&4

Feb 2008

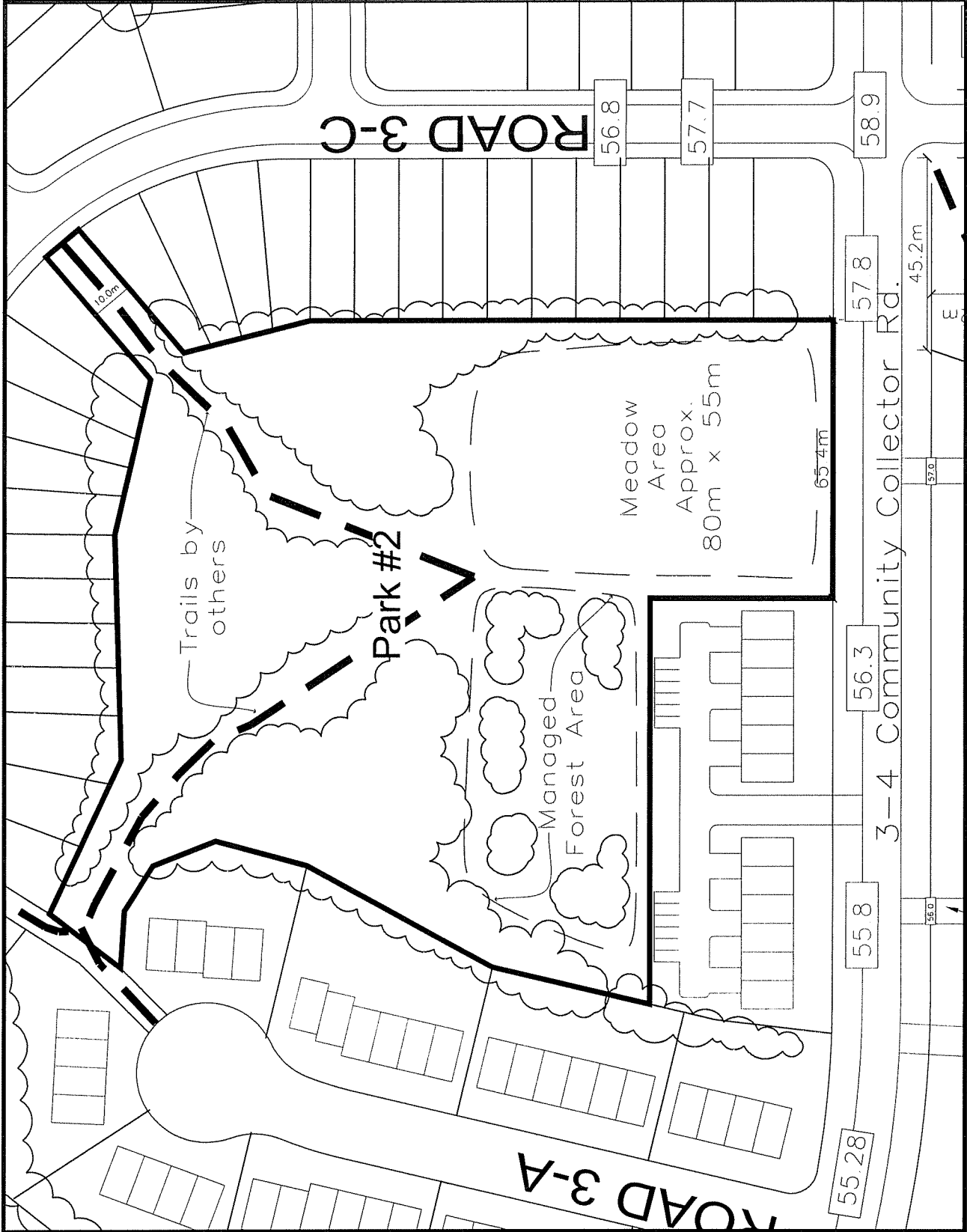
Site Preparation Plan

N.T.S. - units in metres

Note:

Final adjustments to configuration and grade to be determined on site.

SCHEDULE I-2





THE PARKS OF WEST BEDFORD

CONSERVATION TRUST • 1000 WOODVILLE

WATER QUALITY MONITORING LOCATIONS AREA

3-4



Schedule K

APRIL 1, 2008

Stormwater
Flow



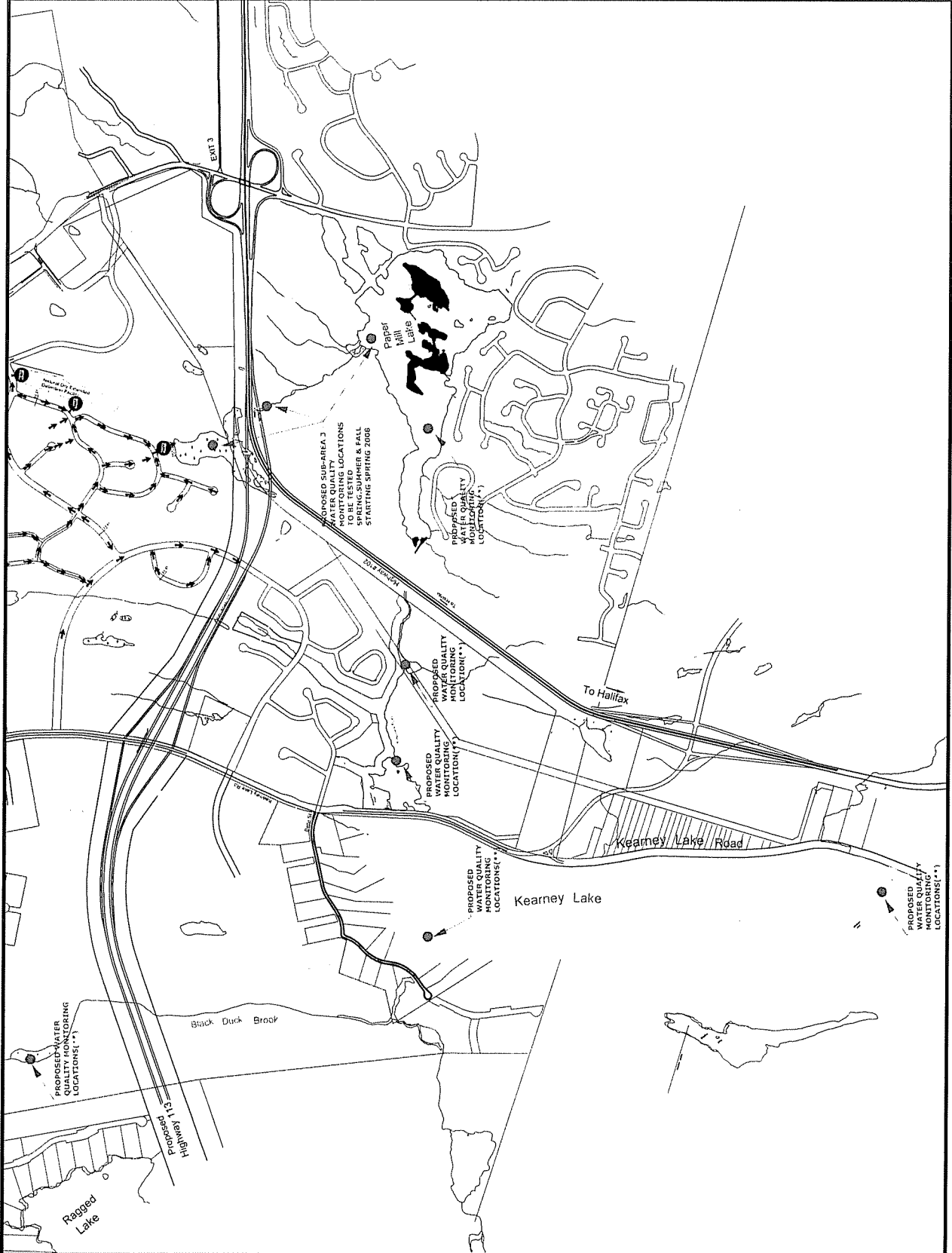
Best Management
Practice, per
Stormwater
Management Plan



Water Quality
Monitoring Test
Location



** Designates Water
Quality Test Locations
for Benchmark testing
spring, summer & fall
2008.



Schedule L: Architectural Design Criteria for Townhouses and Apartment Buildings

All townhouse developments shall conform with the following design criteria:

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

Apartment building developments shall conform with the following design criteria:



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

Council Report Sign-Off Sheet

Subject: Case 01048: Bedford West MPS Amendment and Development Agreement

Meeting Date: August 14, 2008 Regular Council In Camera Information Report
 Community Council Board/Committee

Prepared by: Paul Morgan, Community Development Date: July 14, 2008
 Name and Business Unit

√	Stakeholder - Internal	Reviewed By	Date/Time	Time Spent on Report	Initial/Signature
√	Not Required (unique to originating BU)				
	BPIM				
	CD				
	Finance - FinTrack - Accounts - Financial Consultants ✓ - Procurement - Manager		Aug 7/08		
	Fire				
	HR				
	IAM				
	Legal - By-Laws - Admin Orders - Other				
	Police				
	TPW				
	Library				
	Halifax Water				
	Councillor(s)				
	Regional Youth Advisory Committee (RYAC)				

From: Matthew Keliher
To: FinTrack (Finance Report Tracking)
Date: Thu, July 31, 2008 3:54:52 pm
Subject: Re: Fwd: August 12th NWCC - Supp report - Case 01048 Bedford West

NBI - Approved

>>> FinTrack (Finance Report Tracking) 7/31/2008 9:15 AM >>>
Please review the attached report.

thanks,

Sue

FinTrack - Finance Report Tracking Team
Duke Tower, 3rd floor
phone: 490-8928
fax: 490-6238

>>> Gail Harnish 07/31/08 8:26 am >>>
The attached report is for your review.