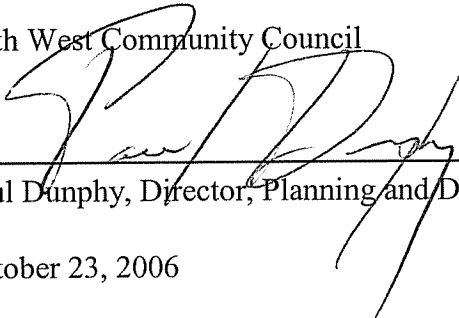


North West Community Council
October 26, 2006

TO: North West Community Council

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

DATE: October 23, 2006

SUBJECT: **Case 00833: Rezoning to Institutional/ Development Agreement, 806
Kearney Lake Road, Bedford**

ORIGIN

Request by North West Community Council originating from the September 28, 2006 session.

RECOMMENDATION

It is recommended that North West Community Council:

1. Approve the rezoning of 860 Kearney Lake Road, PID#41140989, from US (Urban Settlement) Zone to SI (Institutional) Zone as set out in Attachment "A".
2. Approve the development agreement as set out in Attachment "B" to permit the establishment of a church and permit disturbance within 30.5 m (100 feet) of a watercourse.
3. Require that the development agreement be signed and registered 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.

BACKGROUND

A public hearing for this application was held on September 26, 2006. Subsequent to the hearing, Council passed the following motion:

MOVED by Councillor Martin, seconded by Councillor Harvey, that North West Community Council defer decision pending a supplementary staff report addressing the concerns of the public. MOTION PUT AND PASSED.

DISCUSSION

The following issues were identified in the public hearing. Staff have provided additional comment to supplement the previous report as appropriate.

Issues

Physical Suitability of Site for Development: Notwithstanding the concerns raised at the public hearing, it is staff's opinion that the majority of the site is physically capable of being developed. The proposed development agreement includes adequate measures to protect the watercourse on the site. Aside from the watercourse there are no other features of the site significant enough to strongly influence development of the site. Staff were unable to identify any features which would preclude development.

Environmental - Protection of the Watercourse and Wetland: The proposed development agreement meets or exceeds the minimum standards outlined by the Regional Plan for buffers around a watercourse and it is the opinion of staff that any proposed intrusions into the buffers normally required by the Bedford MPS are minimal and primarily required for crossing of the watercourse on the site. Further the crossing of the stream will require permits from the Nova Scotia Department of the Environment and Fisheries and Oceans (if required). The proposed development agreement also requires the installation of an oil and grit separator to remove undesirable particulate which may be picked up as water flows across parking areas.

Environmental - Flooding:

Since the public hearing staff has held further discussions with our Development Engineer regarding the terms of the development agreement and the issues relating to flooding. Engineering staff have indicated that the terms of the agreement are sufficient to ensure that the development of this site will not contribute to further downstream flooding in a typical weather event or a major (1 in 100 year) weather event.

Questions regarding the preliminary nature of the calculations provided to HRM were raised at the hearing. These calculations are intended to help determine the magnitude of water flows from the site and provide a preliminary analysis of how they may be handled. A detailed plan is required prior to permits being issued which provides extensive detail on every aspect of the drainage system. The

detailed stormwater management plan will be reviewed by HRM staff prior to permits being issued to ensure compliance with the requirements of the development agreement. Furthermore the applicant is required to certify that the development is actually built to the design approved.

Specific issues were raised in relation to a drainage system on the property of Mr. Philip Levangie at 71 Blue Forest Lane. Staff will be visiting the site to determine the impact of the system on the terms of the development agreement. If changes to the agreement are required to handle this system and update will be provided verbally at the Community Council meeting on October 26, 2006.

Environmental - Septic Field:

Further to the staff report, the Province of Nova Scotia is responsible for septic issues. The proposed development is required to meet all criteria required by the Province.

Compatibility of the Proposed Institutional Use with Surrounding Residential Area: As indicated in the staff report, staff are of the opinion that institutional uses are generally compatible with residential uses. Adjacent residents have indicated that they feel the proposed church is too close to their home and have requested a 100 foot buffer of trees between the church and their property lines. Staff have worked with the applicant to maximize the proposed treed buffer, the revised development agreement now has a minimum landscaped buffer of 71 feet. As a result of the increased buffer, a revised parking layout is shown on Schedule "B". Notwithstanding the revised Schedule "B", parking will not be permitted closer than 20 m (66 feet) from the watercourse. Further, any slopes adjacent to Blue Mountain subdivision required for grading of the site will be densely landscaped.

Security: Further negotiations with the applicant has yielded additional fencing at the rear of the site. This fencing shall provide further security by limiting access to the rear of the site, adjacent Blue Mountain subdivision. Further this fencing will create a controlled area around the least visible portion of the site where restricted movement makes the area less desirable for nefarious activities.

Staff have also negotiated the requirement for a residential suite on the site. This will increase the likelihood of full time activity on the site. Through the development agreement process, we cannot ensure the occupancy of the residence, however the occupancy is likely if they are required to build it. The applicant has indicated that it will be occupied.

The applicant has also agreed to provide 24 hour video surveillance of the site once constructed. This however cannot be included within the development agreement as our Development Officers do not have the power to enforce its implementation.

The agreement has also been amended to require metal halide lighting of the exterior. This type of lighting provides the clearest type of lighting for security purposes.

Freedom of Information and Protection of Privacy (FOIPOP):

The FOIPOP process is not handled directly through the planning process and is handled through a coordinator outside the Department. It is staff's understanding that a FOIPOP request was handled last year and that an additional request was made recently. As of the drafting of this report, staff have been working to fulfill the most recent request.

Summary:

The proposed amendments to the proposed agreement further the design of the proposed development and provide additional measures to integrate the proposed church within the community. It is the opinion of staff that the proposed changes are minor in nature and thus do not require an additional public hearing. Staff recommend that Council approve the proposed rezoning and development agreement as attached in Schedule B and C.

BUDGET IMPLICATIONS

None

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. Council may choose to approve the proposed rezoning and development agreement. This is the recommended course of action.
2. Council may choose to refuse the proposed rezoning and development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff is satisfied that both the proposed rezoning and development agreement are consistent with the policies and intent of the MPS.
3. Council may choose to alter the terms of the proposed development agreement. This may necessitate further negotiations with the applicant and additional report(s). In the event substantive revisions are requested subsequent to advertising for a public hearing, an additional public hearing may be required.

ATTACHMENTS

Attachment "A"	Draft Minutes from Public Hearing (September 28, 2006)
Attachment "B"	Proposed Amendment to Bedford Land Use By-law
Attachment "C"	Proposed Development Agreement Amendment

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: Andrew Bone, Planner 1, Planning and Development Services, 869-4226

Attachment "A"**NORTH WEST COMMUNITY COUNCIL
September 28, 2006
DRAFT MINUTE EXTRACT**

8.2 Case 00833 - Rezoning to Institutional/Development Agreement 806 Kearney Lake Road Bedford

- A committee report dated September 7, 2006 with an attached staff report dated August 1, 2006 was before Community Council.
- A memo dated September 18, 2006 from Mr. Andrew Bone, Planner, Planning and Development Services with three attached environmental studies was before Community Council.

The following correspondence was received between September 22, 2006- September 25, 2006 in favour of the application was received from the following:

Mr. Stephen Bartlett, Kim Sanford, Chantelle Jones, Timothy and Stephanie Caine, Jim Guptill, Lloyd Cain, Joan Johnston, Glenn Jessome, John Wells, Ellen Hearn, Dave Johnson, Anita MacDonnell, Phil Morton, Steve and Juaniece MacQueen, Catherine Jean, Jemima Walsh, Michael Doucette, Matthew and Esther Cain, Michael Bennett, Doug and John Spidell, John Johnston, Cathi Cox,

A petition containing 89 signatures in opposition to the proposed development was received by Community Council including correspondence from John Bates dated September 28, 2006..

Mr. Andrew Bone, Planner, provided an overview of the application as outlined in the staff report dated August 1, 2006.

- The proposal is to construct a church of approximately 30,000 square feet which would also include teaching facilities and a gymnasium;
- The NS Department of Environment has identified an intermittent watercourse;
- The Bedford MPS requires a 100 foot setback from watercourses and prohibits infill and excavation within the setback. However, Community Council has the discretion to reduce the setback to 50 feet through a development agreement;
- Staff and the Nova Scotia Department of Environment concur that 80 percent of the property is developable and that 20 percent should be reserved for the watercourse;
- Downstream flooding has been an issue, HRM Engineering has suggested measures for inclusion in the development agreement to address downstream flooding to ensure that there is no increase in flooding;

- The applicant agreed to HRM's engineering requirements and incorporated the proposed suggestions into the development agreement;
- The proposed zone permits a broad variety of uses and is compatible to the residential area;
- The traffic impact statement indicates that the development is not expected to have a noticeable impact on the adjacent road network as much of the church activities take place during evening and weekends;
- The maintenance of the watercourse buffer provides some challenges in enhancing security. Staff has included the ability to have a care taker unit within the building to enhance security.

In his concluding remarks Mr. Bone advised that septic systems are the responsibility of the Province. The final design must be approved and meet the requirements of the Province. They have indicated that there is no reason why the site could not hold a septic field.

Responding to questions of Community Council Mr. Bone advised of the following:

- The MGA outlines the areas that the Municipality can control through the planning process, specific security features are not mentioned;
- The Bedford West Master Plan applies to the site. It allows the Church to hook up to municipal services when they become available;

Mr. Walter Reagan, Sackville Rivers Association; stated:

- He is in favour of the application;
- There should be a capital lot service charge, a three sided culvert, and a watershed plan for Sandy Lake;
- The west end should be deeded to HRM as parkland;
- Residents are concerned with future development and the cumulative effect on flooding.

Mr. Joe Graves, Bedford, commented:

- He is in favour of the development;
- The research is impressive;
- The recreational facility will be a major asset to the surrounding communities given that growth will be intensive in the next 4-5 years.

Mr. Norm Longard , Blue Mountain Estates stated:

- He is in favour of the church coming to the community;
- The Bedford West Masterplan has been approved. This is infrastructure to support 1000 residents;

- He is disappointed that Blue Mountain Drive has been extended to Kingswood, which has increased traffic;
- Churches are a vital part of a residential community;
- The church would be ideal for community and recreational uses;
- Assuming that the project is approved the church will address the residents concerns;
- There are effective strategies to deal with waterflow issues;
- Security issues are also a concern of the church and they will ensure that adequate security is provided.

Ms. Gail Spackman, Bedford, commented that she was a member of Full Gospel Church. The proposed church is a beautiful building and will add to the community, also the proposed programs will be an asset to community.

Mr. Johnson, Halifax Regional Municipality stated that the church been established for 80 years, and is a welcoming church. He wants the church to be part of the community.

Mr. Kevin Dean, Bedford, questioned if the pre and post development calculations for run off are theocratical or actual measurements.

Responding to Mr. Dean, Mr. Naipal, Tomar, P. Eng, SNC Lavin advised that a comprehensive study to deal with the environmental concerns was conducted. The pre and post elements are based on historical data and technical research. The minimum difference between the current run off is going of be managed on site. The development will not contribute to the existing flooding. He further added that there is a misconception that this site affects the Kingswood and Blue Mountain Subdivisions, however this site is outside their drainage area.

Mr. Bone added that HRM Engineers reviewed the methods that have been submitted for stormwater management and concurred with the findings. The flooding issue was a known issue prior to the application. Environmental Services is dealing with the run off issues and has also concurred with the findings of the reports.

Father Craig Botterill - Parish Priest of St. Agnus Church, Halifax;commented that he has an interest in this application because he is waiting to take possession of Gospel Hall Church which is awaiting to take possession of the current Full Gospel Church. The decision that Community Council makes will affect a great many people not only local residents but also the vitality of other churches. The development is in full compliance with the Municipal Planning Strategy and is in the public interest. He is impressed with the use of the gymnasium and strongly supports the application.

Mr. Morgan, Halifax stated that he reiterates the comments of Father Botterill. He is impressed with the amount of research that has been conducted. The restraints that were placed on the Full Gospel Church go well beyond the normal restrictions and is a well developed plan.

Reverend Gary Barret, Pastor, Full Gospel Church, Halifax, commented that they were looking for a location for four years, realizing that Bedford is going to be a developing area this would be an ideal place to relocate. They have complied with all the criteria that the Municipality has requested and is prepared to work with them to meet any other criteria. The Church will enhance the community and not take a way from it.

Mr. Ernie Yearn- Full Gospel Church, Chairman of Building Committee, stated that the church has worked diligently with HRM staff to make this project compatible to the neighbourhood and feel that it will be a positive influence to the community. They are only to happy to work with the residents to enhance and solve issues.

Mr. Rene Fenez, Hammonds Plains, commented that he is impressed that the Church has gone through the steps that they have to create a community inspired atmosphere. There is nothing in our area that provides the services that the Full Gospel Church intends to provide. He asked if there were municipal plans for recreational centres.

Mr. Bone advised that the Bedford West Plan allows for a broad use of plans as well institutional and commercial land uses. The details have to be worked out which would involve another public process that will happen over time. There are policies that require parkland dedication, trails and active recreation and possible school sites and other facilities that can go there in the future. The intent is to develop a vibrant community to meet the needs of the people who live there.

Mr. Fenez further added that the church is meeting the needs of the people who live there.

Mr. Jason Graham, Blue Forest Lane, asked for clarification on the total size of the property and asked what size asphalt road can be built?

Mr. Bone advised that the property is 8.5 acres and about 1/3 of the site will be maintained in its natural state.

Mr. Graham added that he is against the rezoning application as there is a small stream that deposits water on his 2 acres of property every spring which floods the land. The area that is to be asphalted currently absorbs the water. All the water of Kingswood comes through that lot. He asked what kind of studies were done and asked what recourse was available when the flooding starts. Mr. Graham submitted pictures of his property which is on file.

Mr. Bone advised that the engineers used the worst case scenario which is fall and winter.

Mr. John Bates, Blue Forest Lane, stated that he was in strong opposition to the development. He expressed concern regarding the lack of security and the impact that it is going to have on the community.

Mr. Gary Yeadon, Waterstone Run stated it was practical to have a church in the area and that he was in favour of the application.

Mr. Dave Plummer, Blue Forest Lane acknowledge Councillor Meades attendance the following was noted:

- The SNC Lavalin report only indicates preliminary calculations, nothing has been done to confirm that there will be no net increase in downstream flows;
- The objective is to control downstream flooding which has not been addressed, further study is required;
- There is a concern with septic outflows into the wetland because downstream residents still use well water and any contamination will pose a health hazard;
- The site has not been developed to minimize the security issues and its impact to the community,
- The Church encroaches on the property line with little buffer between the residents and church,
- The church will be hidden from view;
- Typically institutional buildings are placed on lands in or adjacent to residential areas to provide service for the surrounding areas. There was no need identified by the residents of this area for this church, further that this is not a new church, but the relocation of an existing church.
- The residents are clearly opposed to such a development.

Mr. Lloyd Cain, Halifax commented that all the concerns have been addressed and suggested that Community Council approve the development.

Mr. Bruce Devennie, Lower Sackville, asked if a drainage system could be installed to carry away the water, given that it only appears once a year.

Mr. Bone advised that a private land owner is creating the flooding by infilling the flood plain where the water was previously stored thus creating a back up and creating flooding. He further advised of the following:

- The water crossing the Church site flows into the wetland and into a brook;
- The majority of the water is coming from the elementary school;
- The residents have indicated that the water does not cross this site, however below the site, the flow of water has increased dramatically since the development of the school site and adjacent residential area;
- Since this is a private property matter HRM cannot get involved however; HRM is proposing some work in the area;
- As part of the development agreement process the applicant was advised that as part of the Stormwater Management Plan they would have to balance pre and post calculations;
- Although the calculations are preliminary they are required to be in full compliance; in order for HRM to issue permits.

Mr. Dave Thompson, Kearney Lake Road stated that there is a high volume of traffic and a lot of noise. He asked what kind of traffic control there will be and if there will be a back up system in the event that something happens. If the septic field floods who will be responsible and who will pay for it. He also added that the recreational activities will also generate traffic which is not mentioned. There will be a high volume of traffic at different times.

Mr. Bone advised that the traffic impact statement indicates that the increase in traffic will be during off peak times. It is anticipated that there will not be a significant impact to capacity during those times. Ultimately the engineer are responsible to ensure that the design is built to meet the requirements of the development agreement.

Mr. Tomar, commented that there is not protection provided the only requirement is to provide a 1-5 stormwater Management Plan. The Church has provided a plan for 1-10 year storm event.

Mr. David Wojcik, Blue Forest Lane, expressed concern with the Freedom of Information and Privacy and Protection policy. He commented that residents were not able to obtain all the information relating to the proposal in order to provide a complete response. He further stated the following:

- It is unfair for HRM and Council to ask the public for input when the concerned group has not been able to obtain all the information they require;
- He requested the pre and post flow calculations that the Planners are relying on to make their recommendation;
- He would have liked to receive the traffic reports, crime prevention by design policy;
- He suggested that Community Council defer its decision until the citizens have been provided with the information they are entitled to receive.
- If Council is not in agreement than to be fair to the citizens of Kearney Lake then there are number of amendments that the citizens would like Council to consider and submitted a documents outlining those concerns a copy of which is on file.

Staff advised that HRM did receive a FOIPOP Application, the Planning Department does not handle those request and that all the information that was available at the time of their request was provided. Some engineering documents cannot be provided without consent of the authors. Generally only information that is tabled at Council is available, however, not all information is tabled at Council. Generally a summary is provided to Council. In this case the technical reports were provided to Council. The engineering reports were made available to the public last week.

In order to receive information that comes in after the initial request and additional applications is required.

Ms. Karen Brown, Legal Services advised that there is a appeal process if the applicant is not satisfied with the information that was provided.

Ms. Gail Rice, Blue Forest Lane commented:

- She is in opposition to the development agreement.
- The church is being placed in the back yard of her neighbours in which their quality of life would be affected.
- The traffic statement indicates that traffic is not an issue because the majority of activities take place during the evenings and weekends, this is when residents are home to enjoy their homes.
- Typically institutional zones are placed to adjacent residential areas to provide services to surrounding area, however the residents of Blue Forest and Blue Mountain estates this did not request this service;
- She is unsure if the gym would be for the community.
- The building is inappropriate for the area.

Mr. Brian Hatchett - Blue Mountain Estates stated:

- He is concerned with the impact to the floodplain, the effects of widening Kearney Lake Road, and intensification.
- He is concerned with the engineering definition of system.
- A study for the entire areas is required;
- There are current problems that maybe impacted including the wells and drains;
- More development is coming that will also impact the flows,
- The biological agents will be absorbed in the ground which acts as filter however this can fail.
- A infrastructure requirement study should precede the development of Bedford;
- The problem is not understanding the totally effects of the area and not rectifying them before going forward;.
- The proper infrastructure maybe in place in the future but you may have severe problems before then that may impact health and other things.

Mr. Fred Levins, Halifax Regional Municipality stated that he was a member of the Full Gospel Church and provided an overview on the purpose of the Church.

Mr. Philip Levangie, Blue Forest Lane, spoke in opposition to the development and expressed the following concerns:

- When the ditch is full it affects his property because his property is 46 - 48 feet away from the church;
- When the retaining wall freezes it will flood his back yard.
- The engineering study was not done properly because the ditch was missed and not considered.
- When water goes into that wall it will also flood the sceptic field;
- You cannot see into the backyard of the Church.

Mr. Paul Franklin, Halifax, he commented that he is neither for or against the development but has an interested in some adjacent properties. The security measures that was recommended to have a continuous presence on site includes a residential

component for a care taker. Given that the church is used on weekends there would not be a continuous care taker.

Mr. Bone advised that what cannot be implemented through design is passed on as suggestions. One of those suggestions were a care taker on site and closed caption video. Responding to Councillor Johns he added that gating is not recommended as emergency vehicles will not be able to access the site.

Mr. James Hunt, Halifax Regional Municipality, stated that he was a member of the Full Gospel Church and that he was in favour of the church.

Mr. Glenn Jessome, Halifax Regional Municipality commented that the development plans have been extensive and paid for from private sources. Those documents have been accepted by HRM staff and the North West Planning Advisory Committee therefore, Community Council should approve the development application.

Responding to an unidentified speaker Mr. Bone commented that as many trees as possible will be maintained. Typically land use bylaws only require a building set back from the line of 15 to 32 feet. There is no requirement in institutional zones for the retention of trees this is over and above what is required.

Mr. Padrak Hynes, Blue Forest Lane suggested that a fence be installed between the adjacent residential properties.

Mr. Bone advised that the development agreement allows a fence to be installed at the discretion of the church and the adjacent property owners.

Mr. Wayne Ryder, Kearney Lake Road noted concern that the flooding is caused by a private land owner.

Ms. Karen Brown, Legal Services advised that she cannot provide a legal opinion regarding the flooding, that there may or may not be a remedy against various individuals and that it is inappropriate to discuss in this forum.

MOVED by Councillor Harvey, seconded by Councillor Martin, that the public hearing close. MOTION PUT AND PASSED UNANIMOUSLY.

Councillor Martin commented that the churches took a huge risk in entering agreements that were not conditional on the approval of this development agreement. He expressed concern with the security and noted that the RCMP has advised that it would be difficult to patrol the Church.

MOVED by Councillor Martin, seconded by Councillor Harvey, that North West Community Council defer decision pending a supplementary staff report addressing the concerns of the public. MOTION PUT AND PASSED.

Attachment B**Case 00876: Proposed Amendments for Bedford Land Use By-law**

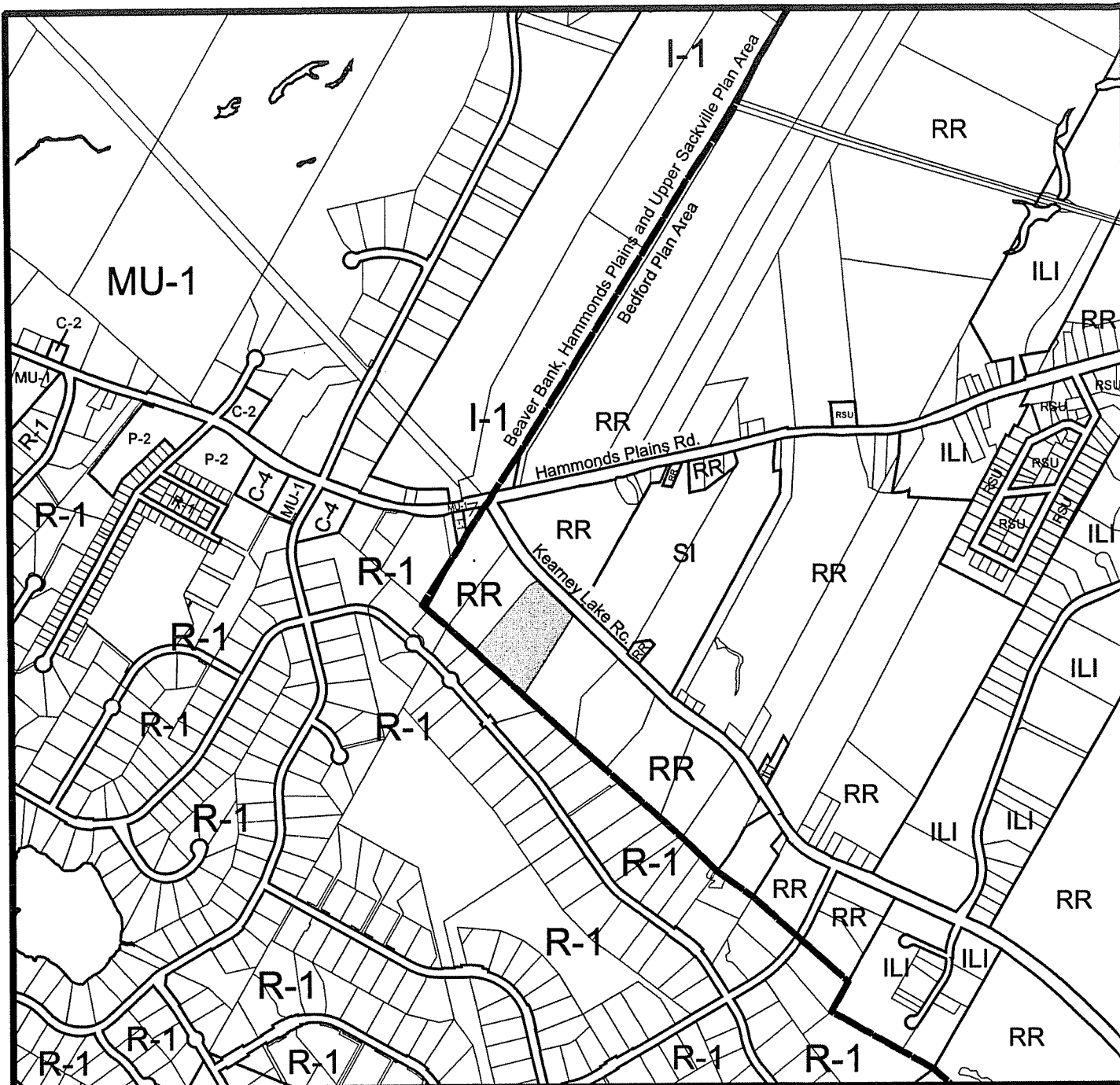
BE IT ENACTED by the North West Community Council of the Halifax Regional Municipality that the Land Use By-law of Bedford as enacted by as enacted by Bedford Town Council on the 26th day of March, 1996 and approved by the Minister of Municipal Affairs on the 17th day of May, 1996 as amended, is hereby further amended as follows:

1. The Bedford Zoning Map is further amended by rezoning 806 Kearney Lake Road (PID 41140989) from US (Urban Settlement) Zone to SI (Institutional) Zone to as shown on the attached Schedule A.

I HEREBY CERTIFY that the amendment to the Land Use By-law for Bedford as set out above, was passed by a majority vote of the whole North West Community Council of the Halifax Regional Municipality at a meeting held on the ____ day of _____, 2006

GIVEN under the hands of the Municipal Clerk and under the Corporate Seal of the Halifax Regional Municipality this ____ day of _____, 2006

Jan Gibson
Municipal Clerk



Schedule "A" Proposed Rezoning



Subject Property to be rezoned from
RR(Residential Reserve) to SI(Institutional)

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

Bedford Plan Area

RSU Single Dwelling Unit Zone
RR Residential Reserve Zone
ILI Light Industrial Zone
SI Institutional Zone

Beaver Bank, Hammonds Plains and Upper Sackville Plan Area

MU-1 Mixed Use 1 Zone
R-1 Single Unit Dwelling Zone
C-4 Highway Commercial Zone
I-1 Mixed Industrial Zone
P-2 Community Facility Zone



Attachment C

Proposed Development Agreement

THIS AGREEMENT made this day of , 2006,

BETWEEN:

TRUSTEES OF THE FULL GOSPEL CHURCH
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Lot 3, Civic 806 Kearney Lake road, PID#41140989 and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for infill and excavation within 100 feet of a watercourse on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policy(ies) E-8 of the Bedford Municipal Planning Strategy and Part 3 (c) (m) of the Bedford Land Use Bylaw;

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

AND WHEREAS the North West Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 00833;

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

PART 2: GENERAL REQUIREMENTS AND ADMINISTRATION**2.1 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.

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

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

2.3 Applicability of Other Bylaws, Statutes and Regulations

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.

2.4 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 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.

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.

2.5 Costs, Expenses, Liabilities and Obligations

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

2.6 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 3: DEFINITIONS

- 3.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use Bylaw and Subdivision Bylaw.

PART 4: USE OF LANDS AND DEVELOPMENT PROVISIONS

4.1 SCHEDULES

The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this agreement.

The schedules are:

- (a) Legal Description of the Lands(s)
- (b) Site Plan
- (c) Elevations (Front, Rear, North, South, Street Name, etc.)
- (d) Floor Plan(s) (First, Main, Ground, Second, Typical etc)

4.2 GENERAL DESCRIPTION OF LAND USE

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

- (a) church and any accessory uses including a care takers or pastor's dwelling unit; and
- (b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use Bylaw for Bedford as amended from time to time and this agreement.

- 4.2.2 The Development Officer may approve unenclosed structures attached to a main building such as verandas, decks and porches and steps, mobility disabled ramps, to be located within the minimum front, side and rear yards provided the provisions of the

Bedford Land Use Bylaw and the applied zone as amended from time to time for such structures are adhered to.

4.3 DETAILED PROVISIONS FOR LAND USE

4.3.1 Building Location

- (a) The proposed buildings shall be sited as generally illustrated on Schedule "B".
- (b) The Development Officer, may approve minor changes to the-location of the building provided the relocation meets the intent and specific provisions of this Agreement and the building is not located closer to the existing residential properties in Blue Mountain Estates as generally illustrated in Schedule "B".
- (c) Accessory buildings shall be permitted as determined by the Land Use By-law for Bedford except the minimum setback for any accessory building from the property lines shall be 30 meters (100 feet). Furthermore, the placement of accessory buildings shall not be permitted in areas required as buffers by this agreement.

4.3.2 Building Size

- (a) The footprint of the church shall not exceed 1672 square meters (17,000 square feet) as generally illustrated on Schedule "B" and the total gross floor area shall not exceed 2787 square meters (30,000 square feet).

4.3.3 Building Height

- (a) The building shall not exceed 10.69 m (35 feet) in height.
- (b) The Development Officer shall determine the height of the structure as defined in the Land Use By-law for Bedford, as amended from time to time.

4.3.4 Parking and Access

- (a) A parking area shall provide the number of parking spaces required by the Land Use By-law for Bedford .The parking area shall be as generally illustrated on Schedule "B". **Notwithstanding Schedule B, parking shall not be permitted within 66 of a watercourse. The Development Officer may permit minor changes to the parking layout shown of Schedule "B" provided the required setbacks are maintained from the watercourse and property line adjacent to Blue Mountain subdivision.**
- (b) The driveway access shall be located off Kearney Lake Road as generally illustrated on Schedule "B".

- (c) The throat width of the driveway shall not exceed 22 feet (6.7 m) in width plus shoulder and side slope unless otherwise approved by the Development Officer.
- (d) The width of the driveway at the street line shall meet the requirements of By-law S-300.

4.3.5 Lighting

- (a) Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- (b) All exterior lighting shall be directed downward with fully shielded luminaries to prevent unnecessary glare.
- (c) Security lighting shall be provided adjacent to all concrete sidewalks and entrances to the building **and shall be sufficient for video surveillance.**
- (d) **Metal halide lighting shall be the predominant form of illumination.**

4.3.6 Care Taker Unit

- (a) **The building shall contain a care taker unit which shall be used for residential uses.**
- (b) **The residential unit shall be a minimum of 70 square meters (750 square feet) and a maximum of 185 square meters (2000 square feet).**
- (c) **Notwithstanding any other clause of this agreement, the plans may include the residential suite within or attached to the church building.**

4.4 LANDSCAPING

Landscape Plan Details

- 4.4.1 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.

Landscape Details

- 4.4.2 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 4.4.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 4.4.4 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as fencing, retaining walls, pergolas, recycling facilities, etc shall be provided to the Development Officer, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.

Entrances

- 4.4.5 Decorative plants shall be provided at the entrances to the building consisting of a combination of small decorative trees, shrubs and ground covers. **Slopes exposed for grading adjacent to Blue Mountain subdivision shall be densely planted with trees and shrubs.**

Fencing

- 4.4.6 ~~The developer may provide a solid board wood fencing a minimum of five feet in height but no greater than six feet in height between the proposed church and the adjacent residential properties.~~ The developer shall provide a 1.8 m (6 feet) high chain link fence for security purposes as shown on Schedule "B".

Retaining walls

- 4.4.7 All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided.

Private Walkways and Trails

- 4.4.8 Concrete sidewalks shall be located as shown on schedule "B" and composed of poured in place concrete.
- 4.4.9 Sidewalks should be designed to be barrier free where possible.
- 4.4.10 Trails may be provided within the watercourse setbacks on the property provided no tree cutting is required. Trail beds may be lined with wood chips or bark mulch.

Reinstatement

- 4.4.11 All disturbed areas not used for buildings, structures, walkways and parking areas shall be reinstated with a combination of trees, shrubs, sod or decorative ground covers including plants, mulch, or decorative stone.

Land Use Buffer Areas

- 4.4.12 Land Use Buffers areas (marked as Trees to Remain) shall be provided as generally shown on Schedule "B". The Land Use Buffer areas shall be provided for the purpose screening and buffering on the Lands. Land Use Buffer area shall be identified at the time of detailed site and/or grading plan approval to maximize tree retention. 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 parking areas, construction of buildings, landscaping and any future activity on an individual lot unless otherwise specified in this agreement. The Land Use Buffer areas shall be clearly delineated on the Site Plan and Grading Plan for each lot and in the field prior to and during construction. **The land use buffer area adjacent the Blue Mountain Subdivision shall be a minimum of 21.6 m (71 feet).**

- 4.4.13 If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Section 6.16, the Developer or the land owner shall replace each tree with two new trees of ½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer, in consultation with the appropriate HRM Business Units.

Occupancy

- 4.4.14 Prior to issuance of an Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Atlantic Provinces Association of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 4.4.15 Notwithstanding the above, the occupancy permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the developer not complete the landscaping within twelve months of issuance of the occupancy permit, the Municipality may use the deposit to complete the landscaping as set out by 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 the work and its certification.

4.5 SIGNS

The sign requirements shall be accordance with the Bedford Land Use Bylaw as amended from time to time.

4.6 OUTDOOR STORAGE AND DISPLAY

4.6.1 No outdoor storage shall be permitted on the Lands except for refuse containers.

4.7 MECHANICAL EQUIPMENT

4.7.1 Mechanical equipment shall be permitted on the roof provided the equipment is screened or incorporated in to the architectural treatments and roof structure. Such equipment shall not be visible from the adjacent residential subdivision or from Kearney Lake Road.

4.7.2 Any ground mounted mechanical equipment shall be screened from view from the adjacent residential subdivision or from Kearney Lake Road with a combination of fencing and landscaping elements.

4.7.3 Propane tanks and electrical transformers shall be secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing or masonry walls, with suitable landscaping.

4.7.4 All mechanical equipment shall be sited in a manner as to minimize the disturbance to adjacent residential properties. Furthermore no mechanical equipment shall be located between the church and the adjacent residential subdivision and no exhaust fans shall be permitted to face the adjacent residential properties.

4.8 MAINTENANCE

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

5.0 STREETS AND MUNICIPAL SERVICES

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

- 5.2 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 Development Engineer.

Private Water and Septic Systems

- 5.3 The Lands shall be serviced through privately operated on-site water distribution system.
- 5.4 The Lands shall be serviced through privately owned and operated septic system or treatment facility.. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Labour and any other relevant agency, a design for the private septic system. In accordance with Section 9.5, no building permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Labour respecting the design, installation, construction of the on-site sewer system. Any septic field shall be located above the elevation of the 1:100 year floodplain.

Municipal Water Distribution and Sanitary Sewers

- 5.5 Should Municipal sewer and water service become available adjacent to the site, the property owner may connect to the services subject to Section 5.6 and 5.7.
- 5.6 The water distribution system shall conform with the construction requirements of the Halifax Regional Water Commission.
- 5.7 The sanitary sewer system shall conform with the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.

Solid Waste Facilities

- 5.8 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.
- 5.9 Refuse containers shall be confined to the loading areas of each building, and shall be screened from surrounding properties and public view by means of opaque fencing or masonry walls with suitable landscaping.

- 5.10 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any residence, 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.

Blasting

- 5.11 All blasting shall be in accordance to By-law B-300 (Blasting By-Law) as amended from time to time.

6.0 ENVIRONMENTAL PROTECTION MEASURES

Stormwater Management Plans and Erosion and Sedimentation Control Plans:

- 6.1 The Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development of that phase.
- 6.2 A stormwater management plan shall be prepared which conforms with:
- (a) the schematics presented on Schedule "B";
 - (b) the requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual; and
- 6.3 Furthermore the stormwater management plan shall require:
- (a) an analysis of the pre and post development site runoff, with the requirement of zero increase in the 1:10 year peak discharge from the fully developed site.
 - (b) the system be designed to control the flow of stormwater in a major storm (1:100yr) event so as to prevent basement flooding and damage to property.
 - (c) A temporary storm water detention pond during construction.
 - (d) the parking area to be primarily paved with a hard surface material such as asphalt and all flows directed to a central area for treatment by an oil / grit separator.

- (e) Flows from the site be managed through a combination of retention methods including roof top and parking lot storage with controlled outflows.
 - (f) Confirmation of the location of the 1 in 100 year floodplain.
- 6.4 There shall be no disturbance within 100 feet of any watercourse or associated wet areas on the site (as generally identified in Schedule B) except for a single driveway crossing.
- 6.5 There shall be no disturbance within the 1:100 year floodplain for any watercourse except for a driveway crossing and any measures required to maintain the capacity of the floodplain.
- 6.6 Any excavation or placement of fill shall maintain no net loss in the capacity of the 1:100 year floodplain.
- 6.7 The driveway crossing of the watercourse shall be sized to accommodate flooding from a 1:100 year storm event.
- 6.8 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment and shall include means to deal with subsurface flows. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.
- 6.9 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. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in the Agreement.
- 6.10 The Developer shall post security as required under the Bedford Grade Alteration By-law to ensure that all environmental protection measures are properly implemented and maintained. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer at the time of issuance of the final occupancy permit or release of Landscaping security bond whichever is later, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer, in consultation with the Development Engineer, and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the Erosion and Sedimentation Control measures to the satisfaction of the Development Officer, in consultation with the Development Engineer shall be cashed and deposited to the Municipality.

- 6.11 The Developer agrees to construct at its own expense the Stormwater Management System which conforms to the concept design reviewed by the Development Engineer pursuant to this section. The Developers shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design
- 6.12 The Developer agrees to provide full time professional site supervision during the excavation, grade alteration and construction of storm water management systems to ensure that the environmental protection measures are properly implemented and maintained.
- 6.13 The developer shall install an oil/grit separator(s) to treat all flows from the parking areas as per section 6.3.
- (a) *The Developer shall install a three sided culvert at the driveway watercourse crossing subject to approval by the Nova Scotia Department of the Environment.*

Non-Disturbance/Tree Habitat Conservation Areas

- 6.14 Non-disturbance/tree habitat conservation areas shall be provided as generally shown on Schedule B. The non-disturbance area shall be a minimum of 100 feet (30.5 m) from the watercourse and wetland except for the driveway crossing or as generally indicated on Schedule B. Where reduced, the non-disturbance zone shall be a minimum of 20 m (66 feet) except for the driveway crossing.. The non-disturbance/tree habitat conservation areas shall be provided for the purpose of retaining substantial natural vegetation on the Lands.
- 6.15 Non-disturbance/Tree Habitat Conservation areas shall be identified at the time of detailed site and/or grading plan approval to maximize tree retention. 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 buildings, landscaping unless otherwise specified in this agreement. The non-disturbance/tree habitat conservation areas shall be clearly delineated on the Site Plan and Grading Plan and in the field prior to and during construction.
- 6.16 The following activities may occur within the non-disturbance/tree habitat conservation areas provided that approval by the Development Officer, in consultation with the Development Engineer, has been granted.
- (c) removal of standing hazardous or diseased trees may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect).

- (f) removal of fallen timber and dead debris where a fire or safety risk may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect).
 - (g) placement of a natural based pathway (i.e.. mulch, wood chip or appropriate equivalents);
 - (h) construction of fences provided the construction and placement results in minimal soil disturbance and removal of vegetation;
 - (i) placement of a retaining wall for the purpose of soil stabilization which is constructed of natural or simulated natural-appearance materials; and
 - (j) municipal services, power lines or other utility or service infrastructure.
- 6.17 Non-disturbance/tree habitat conservation areas shall be identified by the Developer with snow fence or other appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (i.e.. tree cutting, and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction and the snow fence or other appropriate continuous physical barrier or delineation and signage in the field may only be removed only upon the issuance of the occupancy permit.
- 6.18 If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Section 6.16, the Developer or the land owner shall replace the trees with two new trees of a native species of ½ inch (38mm) caliper] as directed by the Development Officer, in consultation with the appropriate HRM Business Units.

Stormwater Treatment Chambers or Devices

- 6.19 The Developer agrees, at its own expense, where any stormwater treatment chambers or devices are provided, such devices shall be maintained in accordance with the manufacturer's specifications.
- 6.20 Prior to installing any stormwater treatment chambers or devices on the site, which are to be privately maintained, the Developer shall submit a schedule of future inspection and cleaning prepared by a professional engineer based on the manufacturer specifications. This schedule shall be undertaken for as long as this agreement is in force.
- 6.21 All removed contaminants shall be disposed of according to all applicable guidelines and regulations of the Nova Scotia Department of Environment and Labour.

Monitoring Program

- 6.22 The Developer shall prepare a detailed Monitoring and Maintenance Program for the stormwater management system. Such program shall require the approval of the Development Officer, on the advice of the Development Engineer. The program shall

include baseline testing prior to any site works commencing. The purpose of the program shall be to determine:

- (a) whether or not stormwater leaving the Lands during all site works and construction complies with the removal efficiency of the stormwater management unit (removal efficiency specifications of the unit shall be included in the Monitoring and Maintenance Program); and
 - (b) The post-development efficiency of the storm water management system
- 6.23 Further to Section 6.22, the program shall indicate the frequency of testing, materials/chemicals tested, analysis methodology, inspection and maintenance schedule (clean-out) for the systems, methodology for maintenance, reporting schedule (including compliance certificate) and any other related matters. The Monitoring and Maintenance Program shall be the responsibility of the Developer, and shall commence at construction on the site and shall continue for a period of 3 months from the permanent stabilization of the Lands. Should it be determined, at any time during this period, that the system is not performing as per design specifications or achieving the identified performance measures, the Developer shall undertake, at his expense, any and all remedial or additional measures necessary. Copies of the results of the testing program shall be forwarded to the Bedford Waters Advisory Board and the Nova Scotia Department of the Environment for information purposes.

Failure to conform to Plans

- 6.24 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 6.0, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.
- 6.25 Further, the Municipality may redeem the provided security and undertake the required measures as deemed appropriate, including but not limited to:
- (a) the installation of appropriate on-site and off-site erosion and sedimentation control measures and interim stormwater management measures to ensure compliance with the approved plans;
 - (b) protection and stabilization of exposed surfaces and stockpiles of materials prior to anticipated rain events; and
 - (c) the identification and remediation of any sedimentation which has occurred on the Municipality's property or within an the Municipality's storm water system, and the installation of temporary measures as may be approved by the Nova Scotia Department of Environment and Labour to reduce the potential for introduction of suspended solids into any watercourse.

7.0 AMENDMENTS

Amendments to any matters shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

8.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developers agree that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developers. The Developers further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developers agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.

8.2 Failure to Comply

If the Developers fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers 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:

- (1) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developers from continuing such default and the Developers hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy; and/or
- (2) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Property and be shown on any tax certificate issued under the Assessment Act.
- (3) 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
- (4) 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; and/or

8.3 Environmental Protection

In matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under this Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of this Agreement.

9.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

9.1 Registration

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

9.2 Subsequent Owners

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

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

9.3 Commencement of Development

9.3.1 In the event that construction on (or development of) the Lands has not commenced (or deemed complete) within five 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.

9.3.2 For the purposes of this section, commencement shall mean completion of the footings for the proposed building.

9.3.3 If the Developer(s) fails to complete the development, or after 7 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.

9.4 Completion of development

Upon the completion of the development or portions thereof, or within/after 7 years from the date of registration of this Agreement with 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 for Bedford, as may be amended from time to time.

9.5 Issuance of Permits

Prior to the issuance **building permit**, all of the following must be submitted to the Development Officer:

- (a) NS Department of Environment and Labour approval of the new site sewage disposal system as required by this Agreement;
- (b) NS Department of Environment and Labour approval for the crossing of the watercourse.
- (c) NS Department of Environment and Labour approval for the discharge of stormwater in to the watercourse.
- (d) NS Department of Environment and Labour approval of the new potable water supply as a Public Drinking Water Supply (if required).
- (e) Landscape Plan prepared by a certified landscape architect as required by this Agreement.
- (f) Erosion and Sedimentation Control Plan prepared by a qualified person as required by this agreement.
- (g) Stormwater Management Plan prepared by a qualified person as required by this agreement.
- (h) Site Grading Plan prepared by a qualified person as required by this agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2006.

SIGNED, SEALED AND DELIVERED
in the presence of

TRUSTEES OF THE
FULL GOSPEL CHURCH

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Per: _____

ERNIE YARN

Per: _____

ALDIN AUTON

SEALED, DELIVERED AND
ATTESTED to by the proper
signing officers of Halifax Regional
Municipality duly authorized
in that behalf in the presence
of

HALIFAX REGIONAL MUNICIPALITY

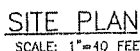
Per: _____

MAYOR

Per: _____

MUNICIPAL CLERK

541.34' N 47°44'1" W



SCALE: 1"=40 FEET

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

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

and, consequently, of increasing the amount of the recovery of the principal and interest on the loan made available to the borrower. The amount of the recovery of the principal and interest on the loan made available to the borrower is the amount of the recovery of the principal and interest on the loan made available to the borrower.



Chapelstone
DEVELOPMENTS INC.

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Prepared by
Full Gospel Church

Holtz, Adam Scott

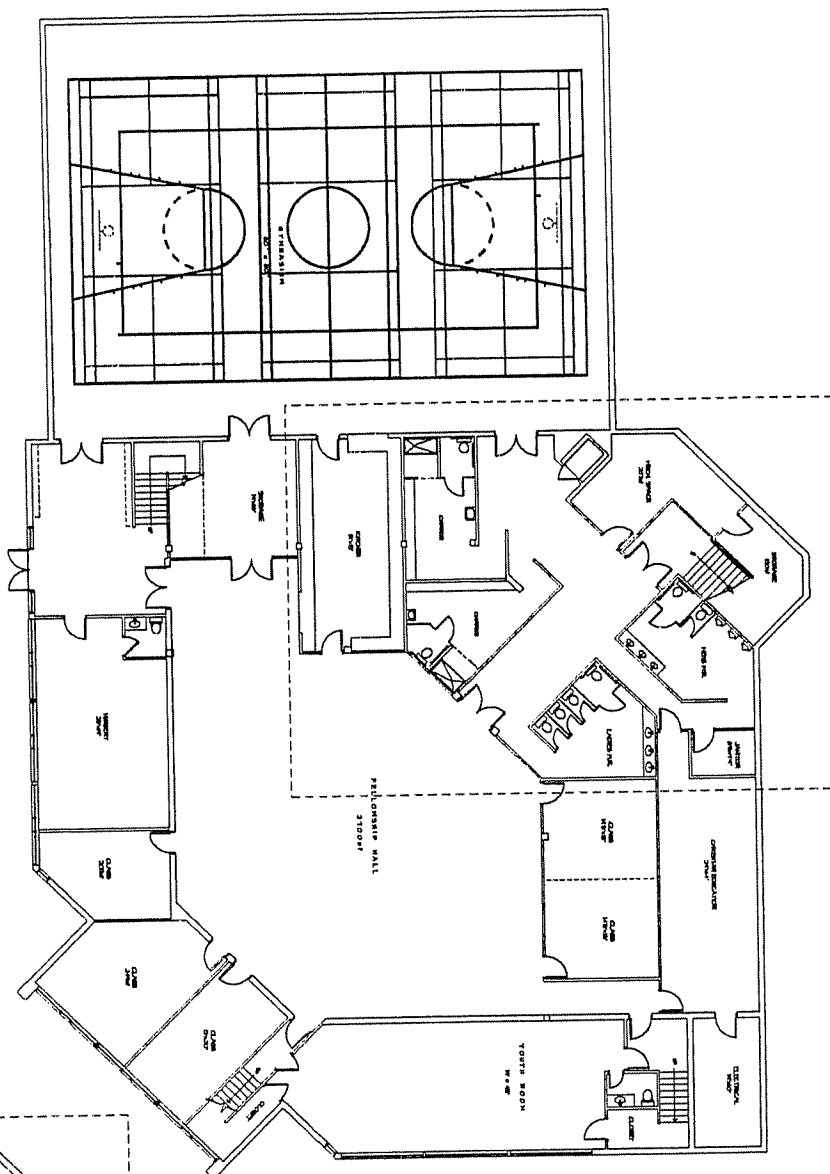
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PRELIMINARY E2

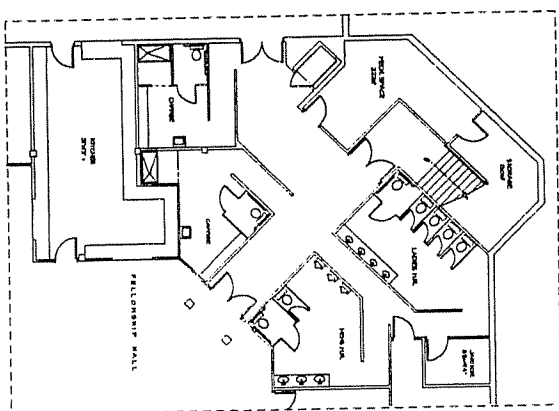
<p>Model 173</p>	<p>Model 173</p>
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LOWER FLOOR PLAN

SCALE 1:100



PARTIAL ALTERNATE PLAN



business and other business-related activities. As a result, the company has been able to maintain a strong presence in the market and has been able to expand its operations into new markets. The company has also been able to maintain a strong presence in the market and has been able to expand its operations into new markets.



Chapelstone
DEVELOPMENTS INC.



limited

Full Gospel Church

Hilbert, Hans Jakob

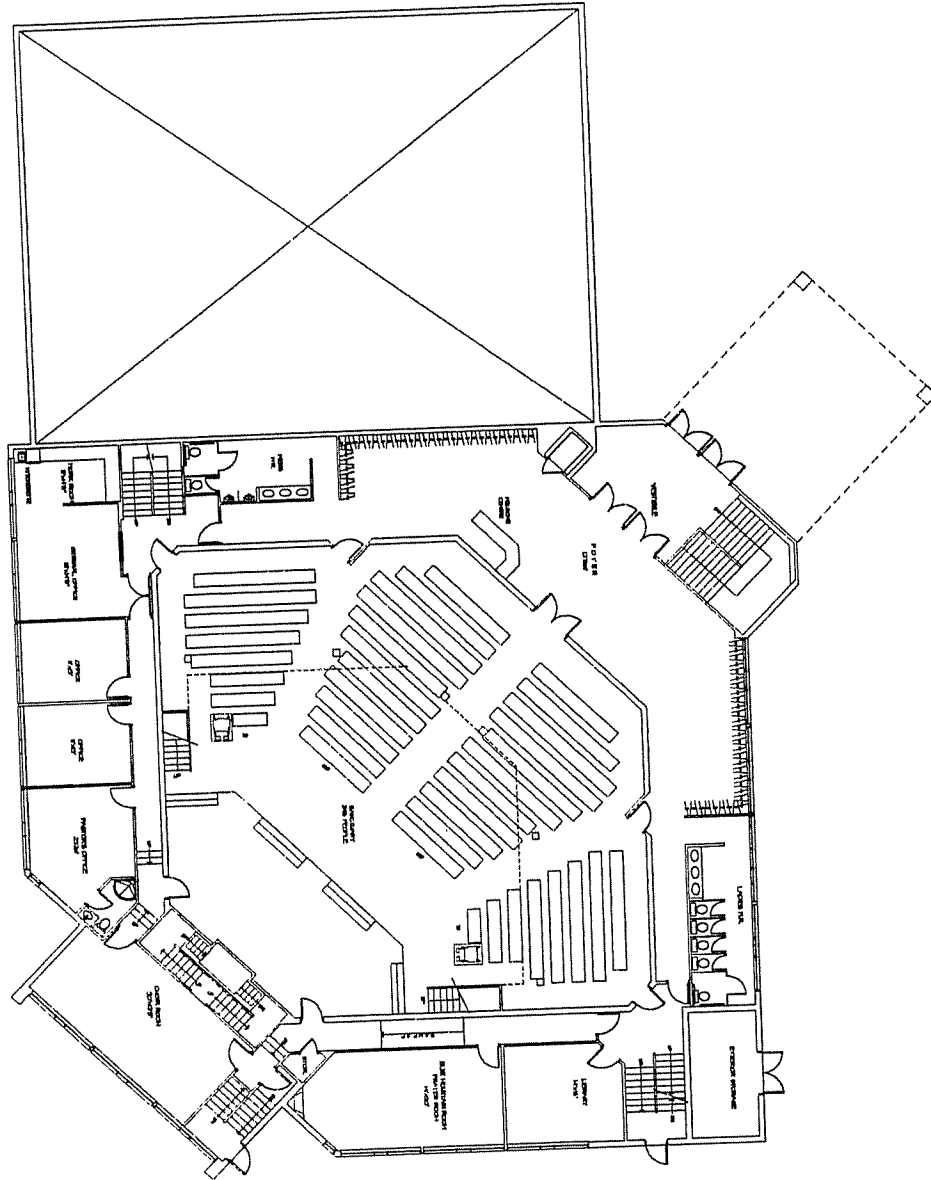
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PRELIMINARY E2

<div style="display: flex; justify-content: space-between;"> <div> <p>NAME</p> <p>DATE</p> </div> <div> <p>GRADE</p> <p>SCORE</p> </div> </div>	<p>1. The first step in the scientific method is to make an observation or ask a question.</p> <p>2. Next, a hypothesis is made, which is an educated guess about what the results will be.</p> <p>3. Then, an experiment is designed to test the hypothesis.</p> <p>4. Data is collected during the experiment.</p> <p>5. Finally, the data is analyzed to see if it supports the hypothesis.</p>
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Schedule D - Floor Plans 2 of 3

MAIN FLOOR PLAN
SCALE 1/8" = 1'-0"



These drawings are prepared for the use of the client and are not to be used for any other purpose without the written consent of the architect. The architect assumes no responsibility for the construction of the building or for the safety of the building after its completion. The architect's responsibility is limited to the design and construction of the building as shown on these drawings.

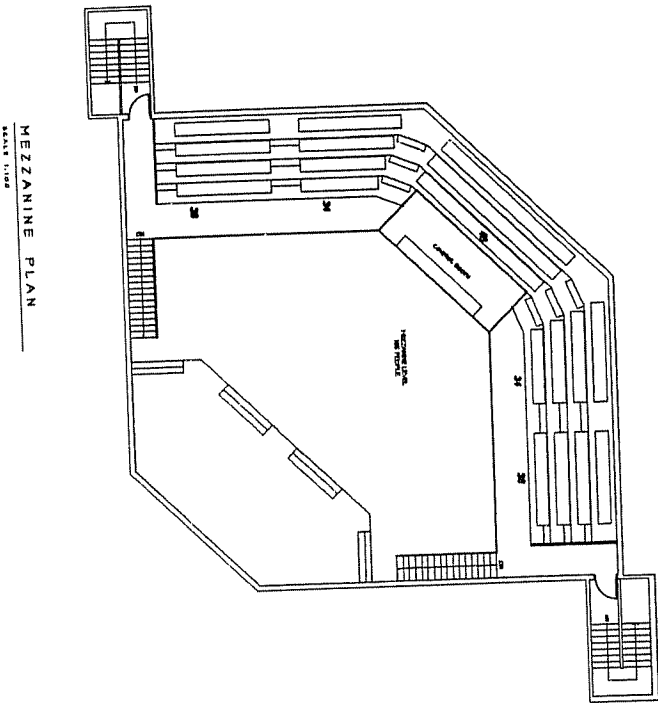


Chapelstone
DEVELOPMENT, INC.



Full Gospel Church
Architect: Mike Smith

PRELIMINARY E2



These drawings are prepared for the use of the client and are not to be used for any other purpose without the written consent of the architect. The architect assumes no responsibility for the construction of the building or for the safety of the building after completion. The architect's responsibility is limited to the design and construction of the building as shown on these drawings.



Chapelstone
Developments Inc.
Architects & Engineers
10000 14th Avenue, Suite 100
Calgary, Alberta T2C 1A4
Tel: (403) 243-1111
Fax: (403) 243-1112

Prepared for
Full Gospel Church

Project Name

1. General Notes	2. Foundation	3. Floor Slab	4. Roof	5. Exterior Walls	6. Interior Walls	7. Partitions	8. Stairs	9. Elevators	10. Mechanical	11. Electrical	12. Plumbing	13. Fire Protection	14. Other
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PRELIMINARY E2

Project No.