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HALIFAX
REGIONAL MUNICIPALITY

PO Box 1749
Halifax, Nova Scotia
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North West Planning Advisory Committee
April 2, 2008

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY: Paul Dunphy, Director of Community Development

DATE: March 20, 2008

SUBJECT: **Case 01090: Development Agreement - Neighbourhood D, Bedford South**

ORIGIN

An application by Clayton Developments Ltd. to enter into a development agreement for a portion of Neighbourhood D of the Bedford South Master Plan Area.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement set out in Attachment A of this report and schedule a public hearing;

2. Approve the proposed development agreement for a mixed residential development on a portion of Neighbourhood D in Bedford South, as set out in Attachment A of this report; and

3. Require the agreement be signed and delivered within 120 days, or any extension thereof granted by North West Community Council on request of the applicant, from the date of final approval of said agreement by North West Community Council and any other bodies as necessary, whichever is later, including any appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND

Location, Designation, Zoning and Surrounding Land Uses

- The subject portion of Neighbourhood D is comprised of approximately 35 acres located just west of Southgate Drive and north of the future intersection of Southgate Drive and Larry Uteck Boulevard in Bedford as illustrated on Maps 1 and 2.
- The subject area is comprised of portions of PIDs 40834103 and 40188128, the remainders of which are also located within the Bedford South Master Plan Area.
- The subject area is designated and zoned Bedford South Comprehensive Development District (BSCDD) under the Bedford Municipal Planning Strategy (MPS) and Land Use By-law (LUB) (Maps 1 and 2).
- The proposed development abuts existing residential neighbourhoods within the master plan area to the east and north; and the Crestview subdivision to the north.

Enabling Policy

The Bedford South Secondary Planning Strategy (BSSPS) contained within the Bedford MPS sets out direction for development within the Bedford South Master Plan Area. Policy MCP-1 of the BSSPS establishes that development within Bedford South is contingent upon approval of a development agreement in conformance with the Community Concept Plan. The Community Concept Plan identifies Neighbourhood D as a "Residential Neighbourhood". Policy RN-3 indicates that development of Neighbourhood D shall consist of a majority of single unit dwellings as well as a mix of semi-detached and townhouse dwelling units. The main policy intent is to ensure that the development of residential neighbourhoods occurs in a comprehensive manner that is consistent with the framework established in the BSSPS.

Proposal

Clayton Developments has proposed to develop 100 single unit dwellings and 69 townhouse dwelling units within the subject portion of Neighbourhood D. The proposal also includes an open space dedication of approximately 4.5 acres primarily comprised of a linear open space parcel fronting on Southgate Drive. Development of the remainder of Neighbourhood D will be contingent upon approval of a future development agreement.

The proposed road layout is illustrated on Map 3 and includes a crescent off of Southgate Drive, two cul-de-sacs and a small townhouse cluster. Clayton Developments has requested the ability to connect the two cul-de-sacs into a second crescent at the subdivision stage. Sidewalks are proposed for one side of all streets and a 50 foot non-disturbance area is proposed for the only portion of privately owned land that will abut existing lots in the Crestview subdivision.

DISCUSSION

Issues

Staff have reviewed the proposal based on all applicable policies of the Bedford MPS, which are included as Attachment B to this report. The following issues have been identified for more detailed discussion:

Partial Neighbourhood Development

The subject area represents approximately half of Neighbourhood D as it is illustrated on the BSSPS Community Concept Plan. Policy RN-1 indicates that any development agreement application should encompass an entire residential neighbourhood unless a property owner within that neighbourhood is not willing to participate. In such cases, Policy RN-1 enables applications for a partial neighbourhood if the proposal includes a neighbourhood concept plan that identifies future transportation systems, infrastructure and parkland in the whole neighbourhood in order to ensure a reasonable progression of infrastructure and a fair allocation of rights among property owners. Future development agreements for the remainder of the neighbourhood would have to conform to the concept plan or an alternate design that is satisfactory to the Municipality.

Staff are of the opinion that the proposal and concept plan, as illustrated on Map 3, satisfy the intent of Policy RN-1 as Clayton Developments is the only land owner within Neighbourhood D. A future development agreement for the remainder of Neighbourhood D would be based upon the concept plan or otherwise conform with all policies applicable to Neighbourhood D.

Interchange and Larry Uteck Boulevard Extension

The adequacy of the transportation network to service the new Bedford South community as it develops is addressed in policies MS-6 and MS-7 of the BSSPS. The primary transportation project intended to service Bedford South is the extension of Larry Uteck Boulevard to a new interchange to be constructed at Highway 102. These projects will be cost shared between HRM, the Province of Nova Scotia and the developers within the master plan area, including Clayton Developments as the largest land owner.

Policy MS-7 establishes that, prior to the construction of the interchange at Larry Uteck Boulevard, no development agreement shall be approved for Bedford South that would result in more than 2000 units within both the master plan area and the abutting Royale Hemlocks subdivision unless: 1) the financing and implementation for this project is announced; and 2) a traffic study concludes that the additional development would not reduce the level of service for roads in the area below HRM standards.

The proposed development agreement enables subdivision of 59 lots within this portion of Neighbourhood D prior to an announcement by the Municipality that financing and a framework for construction of the interchange has been secured. Staff are of the opinion that this is consistent with Policy MS-6 which, in accordance with the original traffic study for the master plan area, allocates a maximum of 615 residential units to Sub Area A, which includes Neighbourhood D, prior to construction of the interchange. Thus far, 556 units have been approved for Sub Area A. The proposed development agreement does not enable development of these lots however, until the Municipality announces the financing and implementation framework for construction of the interchange and the extension of Larry Uteck Boulevard.

The proposed development agreement does not enable subdivision or development of any further lots prior to construction of the interchange and Larry Uteck Boulevard extension unless the

financing and implementation framework for these projects is announced and a traffic study concludes that the development would not reduce the level of service on area roads below HRM standards. Staff are of the opinion that this is consistent with the direction set out in policies MS-6 and MS-7 and with the overall intent of BSSPS in this regard.

Density and Housing Type

Policy RN-2 sets out several requirements for development within all residential neighbourhoods of Bedford South. These include provisions that the density of housing units does not exceed 6 units per acre; that the transportation system encourages shared use, discourages shortcutting and sidewalks that facilitate safe and convenient pedestrian travel; and that the allocation of housing contributes to a sense of community and effective integration into established neighbourhoods.

The proposed density for this portion of neighbourhood D is approximately 4.8 units per acre, less than the permitted density of 6 units per acre. The transportation system includes sidewalks on one side of all streets and pathways between streets and future parks to provide safe pedestrian travel within the neighbourhood and to adjacent lands. The road layout eliminates shortcutting through the subject area and limits vehicular travel to only local traffic. The mix of single unit and townhouse dwellings is consistent with the BSSPS's vision for Neighbourhood D and the proposal conforms with the lot standards identified in Policy RN-3. Staff are of the opinion that the density and housing mix are consistent with MPS policy and with the character of surrounding residential neighbourhoods of Bedford South and Crestview.

Public Open Space

The proposed development agreement includes an open space dedication of approximately 4.5 acres or roughly 12.8 % of the subject area. This is an area specified for public open space under the Park/Open Space land use dedication set out for Neighbourhood D on the BSSPS Community Concept Plan. The primary function of the dedication shall be for conservation rather than parkland for active or passive recreation use, although HRM may give consideration for establishing a pedestrian trail through this linear open space parcel in the future.

The BSSPS also designates a large area that will front on Larry Uteck Boulevard as Park/Open Space. This parcel will be acquired by HRM as park through the development agreement for the remainder of Neighbourhood D and will be developed as a large Community Park for passive and/or active recreation uses.

Environmental Concerns

The proposed development agreement requires that detailed engineering design for this area conform with the approved Master Stormwater Management Plan for Bedford South. The proposed agreement also requires that a Professional Engineer prepare an Erosion and Sedimentation Control Plan that conforms with provincial standards and a Subdivision Grading Plan that conforms to HRM standards prior to construction. In addition, the Developer or future property owners must apply for and receive Grade Alteration Permits, that conform to the

approved Subdivision Grading Plan and HRM standards, for each lot prior to the issuance of Construction Permits.

Policy EP-4 sets out a minimum non-disturbance setback of 50 feet to any watercourse within which no grade alteration, tree removal or development may take place. Under the proposed development agreement there would be no private property located within approximately 80 feet of a watercourse within this portion of Neighbourhood D. This setback exceeds the Regional Plan watercourse setback of 66 feet.

Public Information Meeting:
A Public Information Meeting was held on November 26, 2007 at Basinview Drive Community Elementary School in Bedford. Minutes from the meeting are enclosed as Attachment D of this report. If Council sees fit to schedule a public hearing for this application, public notices advertising the hearing will be placed in the newspaper and property owners within the notification area illustrated on Map 2 will be contacted individually.

Conclusion:
It is the opinion of Staff that the proposed development is consistent with the intent of the Bedford MPS for development of Neighbourhood D. Staff are also of the opinion that the proposed development agreement set out in Attachment A conforms to all applicable policy criteria set out in the Bedford MPS. Staff recommend that North West Community Council approve the proposed development agreement, included as Attachment A of this report.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the agreement can be carried out within the approved budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, 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 development agreement set out in Attachment A of this report. This is the recommended course of action.

2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.

3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff are satisfied that the proposed agreement is consistent with the policies and intent of the MPS.

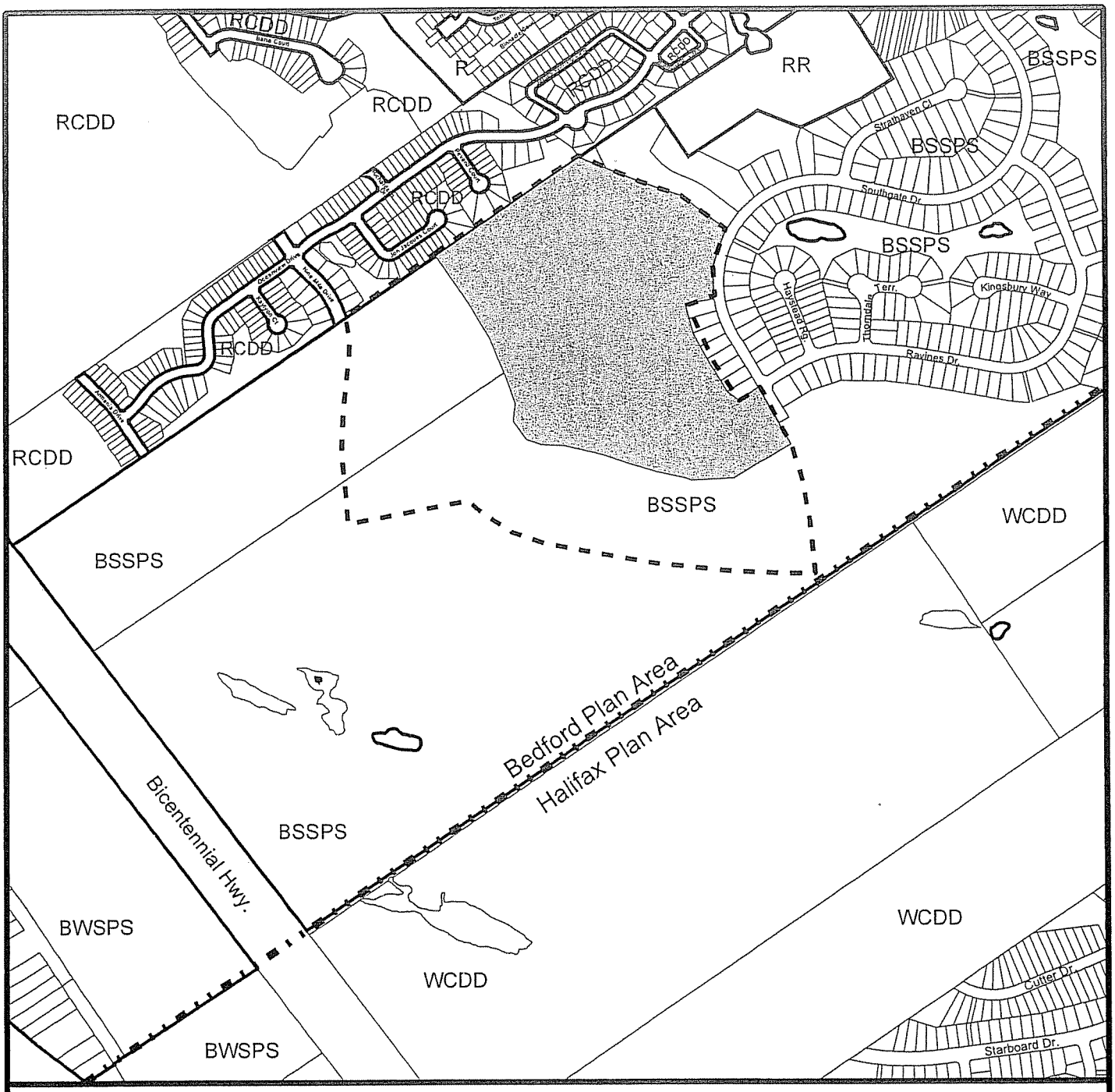
ATTACHMENTS

Map 1	Generalized Future Land Use Map
Map 2	Zoning and Notification Map
Map 3	Site Plan
Attachment A	Proposed Development Agreement
Attachment B	MPS Policies
Attachment C	LUB Requirements for BSCCD Zone
Attachment D	Public Information Meeting Minutes - November 26, 2007

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

Report Prepared by : Joseph Driscoll, Planner, 869-4262

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



Map 1
Generalized Future Land Use

Area of Neighbourhood "D" that is subject to the Development Agreement

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Bedford Plan Area

R	Residential Designation
RCDD	Residential Comprehensive Development District
BSSPS	Bedford South Secondary Planning Strategy
- - -	**Neighbourhood "D"**

Halifax Plan Area

WCDD	Wentworth Comprehensive Development District
BSSPS	Bedford South Secondary Planning Strategy

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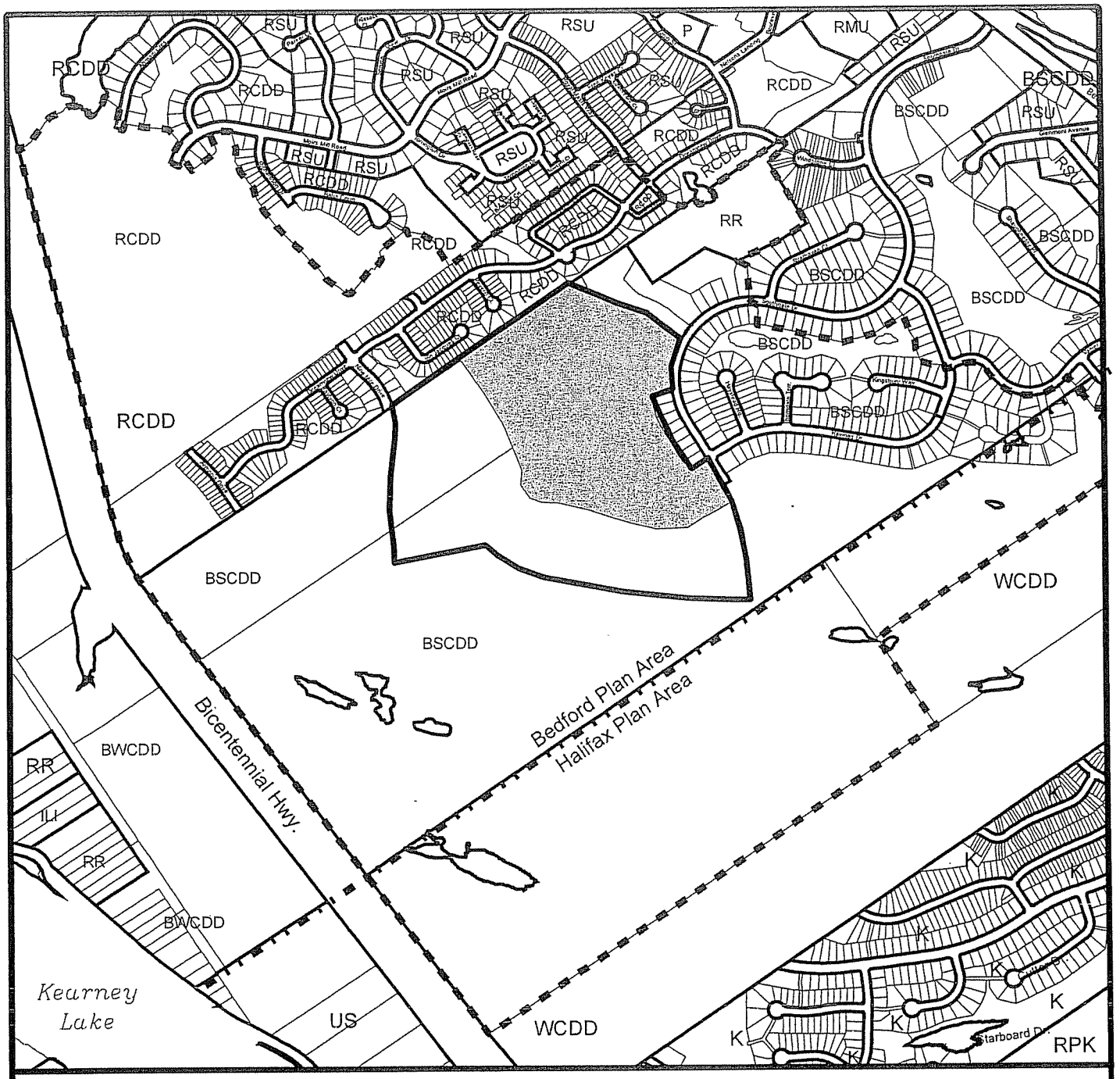

Map 2
Zoning

Portion of Neighbourhood "D" that is subject to the Development Agreement

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Bedford Plan Area

RSU	Single Dwelling Unit Zone
RR	Residential Reserve Zone
RCDD	Residential Comprehensive Development District
BSCDD	Bedford South Comprehensive Development District

Halifax Plan Area

US	Urban Settlement Zone
K	Schedule "K"
RPK	Regional Park Zone
WCDD	Wentworth Comprehensive Development District

Notification Area

Neighbourhood "D"

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Nov. 15, 2007

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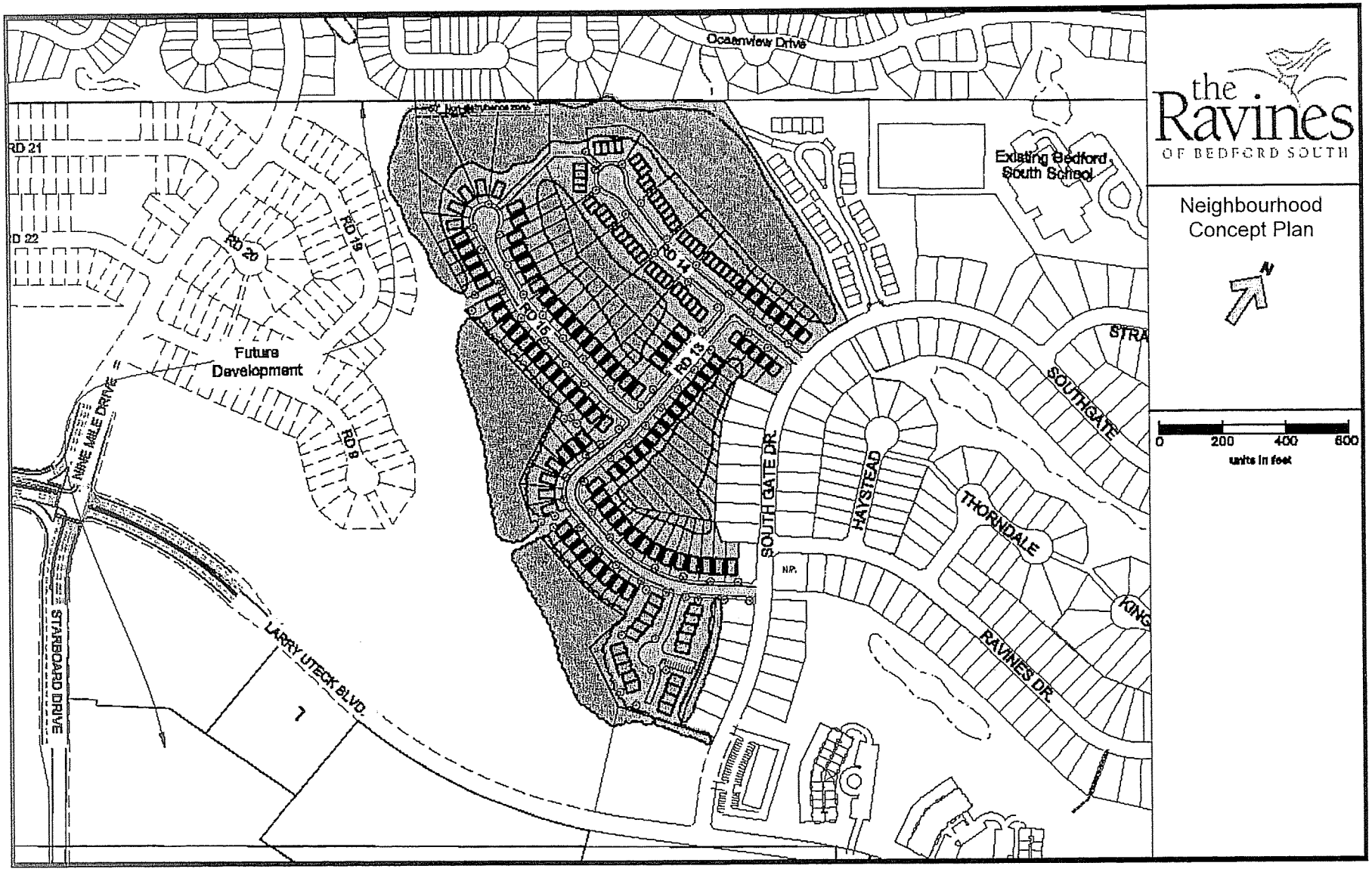

Map 3
Concept Plan

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March 4, 2008

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Attachment A: Proposed Development Agreement

THIS AGREEMENT made this day of , 2008,

BETWEEN:

CLAYTON DEVELOPMENTS LIMITED
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands that form a portion of Neighbourhood D of the Bedford South Master Plan Area, Bedford 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 for a portion of Neighbourhood D to permit a development comprised of a mix of single unit and townhouse dwellings and open space uses on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to the policies of the Bedford South Secondary Planning Strategy and Bedford Municipal Planning Strategy;

AND WHEREAS the North West Community Council approved this request at a meeting held on [**INSERT - Date**], referenced as Municipal Case Number 01090;

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 and the Regional 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 By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer.

1.4 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.

1.5 **Costs, Expenses, Liabilities and Obligations**

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

1.6 **Provisions Severable**

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

PART 2: DEFINITIONS

2.1 All words unless otherwise specifically defined herein shall be as defined in the Bedford Land Use By-law and the Regional Subdivision By-law.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, generally conform with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Number 01090.

The schedules are:

Schedule A:	Legal Description of the Lands
Schedule B:	Concept Plan
Schedule C:	Development Area
Schedule D:	Land Use Plan
Schedule E:	Sanitary Service Plan
Schedule F:	Stormwater Servicing Plan
Schedule G:	Water Service Plan
Schedule H:	Approved Stormwater Management Plan for Neighbourhood D

3.2 Subdivision of the Lands

3.2.1 Application(s) for subdivision of the Lands shall generally conform with the Concept Plan presented as Schedule B which shall be deemed to meet the requirements of the Regional Subdivision By-law with respect to Concept Plan approval.

3.2.2 The Development Officer may grant final subdivision approval for partial phases of the Development.

3.2.3 Prior to any construction or subdivision of any portion of the Development, if required, the Developer shall enter into a Subdivision Agreement that conforms with the Regional Subdivision By-law and this Agreement.

3.2.4 The Development Officer shall not approve any Phase or portion thereof unless each Phase is established in a manner that ensures a reasonable progression of infrastructure construction from the perspective of municipal operations and maintenance and the Development Engineer.

3.2.5 Prior to the acceptance of any Municipal Service System, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

(a) Certification from a qualified Professional Engineer indicating that the Erosion and Sedimentation Control Plan and the Master Site Grading Plan required pursuant to this Agreement are complete and satisfy all requirements of this Agreement.

3.2.6 On the final plan of subdivision for any townhouse lots, the Developer shall show easements such that individual lot owners may access the rear of their units.

3.2.7 All Phases or portions thereof shall include the provision of the applicable open space parcels required by this Agreement.

3.3 Requirements Prior to Approval

3.3.1 The Developer agrees that the Municipality shall not grant any approval for subdivision, development, or construction on the Lands until the Developer submits a Legal Land Description of the Lands that generally conforms to the Development Area illustrated on Schedule C.

3.3.2 The Development Officer shall not grant final subdivision approval for the Development or any Phase thereof, unless the Developer has submitted the infrastructure charges required pursuant to the Bedford South Charge Area as set out in the Regional Subdivision By-law or the Developer has entered into an agreement with the Municipality, to the satisfaction of the Development Officer, securing the payment of the infrastructure charges.

3.3.3 The Developer agrees that the Municipality shall only grant final subdivision approval for a maximum of 59 lots prior to an announcement, by the Municipality, that financing for the interchange at Highway 102 and the extension of Larry Uteck Boulevard has been secured and a time frame for implementation agreed upon.

3.3.4 Both parties agree that, upon announcement by the Municipality that financing for the interchange at Highway 102 and the extension of Larry Uteck Boulevard has been

secured and a time frame for implementation agreed upon, the Developer may apply for and the Municipality shall issue, Construction Permits for a maximum of 59 dwelling units on a maximum of 59 lots identified in subsection 3.3.3.

3.3.5 The Developer agrees that, until the interchange is constructed and connected to Larry Uteck Boulevard, with the exception of a maximum of 59 lots and dwelling units identified in subsections 3.3.3 and 3.3.4, the Municipality shall only grant final subdivision approval or issue Construction Permits for the remainder of the Lands subject to conformance to both of the following conditions:

(a) Financing for the interchange and the extension of Larry Uteck Boulevard has been secured and a time frame for implementation agreed upon; and

(b) The Developer has submitted a Traffic Study to the Municipality which, in the opinion of the Development Engineer, concludes that development of the Lands as set out in this Agreement would not reduce the level of service for any road within the secondary planning strategy or connecting to the abutting road network below the Municipal standards established under the Municipality's Guidelines for Preparation of Traffic Impact Studies. Without limiting the generality of the forgoing, consideration will be given to traffic impacts on the Bedford Highway, Nine Mile Drive and Oceanview Drive.

3.3.6 Notwithstanding subsections 3.3.3, 3.3.4, and 3.3.5 of this Agreement, both parties agree that, once the interchange is constructed, connected to Larry Uteck Boulevard and open for public use, the Developer may apply for final subdivision approval and Construction Permits for the remainder of the Development subject to all other terms of this Agreement.

3.3.7 The Developer agrees that the Municipality shall not issue Construction Permits for any lots unless a Grade Alteration Permit has been issued in accordance with the former Town of Bedford Grade Alteration By-law (By-law 23290).

3.3.8 Prior to the issuance of the first Municipal Occupancy Permit for the Development or any Phase thereof, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

(a) Written confirmation from the Development Engineer indicating compliance with Section 4.0 of this Agreement; and

(b) Certification from a qualified Professional Engineer that the Developer has complied with the Subdivision Grading Plan required pursuant to subsection 5.3 of this Agreement.

3.3.9 Notwithstanding clause 3.3.8(a), the Municipality may issue an Occupancy Permit(s) prior to completion of secondary services, provided that the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the outstanding work. 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 work within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the work. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.3.10 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.

3.4 General Description of Land Use

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

(a) A mix of single unit dwellings and townhouse dwellings, as generally illustrated on Schedule B, provided that the density of dwelling units does not exceed 6 units per acre and the majority of the units are single unit dwellings; and

(b) Future public open space, as illustrated on Schedule D, to be deeded to the Municipality.

3.5 Detailed Provisions for Land Use

3.5.1 Development of the Lands shall conform with the requirements of the Single Unit Dwelling (RSU) Zone for all single unit dwelling lots, and the Townhouse (RTH) Zone for all townhouse lots, as set out in the Bedford Land Use By-law except where the requirements of the Land Use By-law are specifically varied by this Agreement.

3.5.2 Notwithstanding the provisions of the Bedford Land Use Bylaw, the following lot standards shall apply to all single unit dwelling lots:

(a) Minimum lot frontage: forty (40) feet;

(b) Minimum side yard: four (4) feet;

(c) Minimum separation distance between dwellings: twelve (12) feet; and

(d) Maximum height from average finished grade surrounding the building to soffit of the roof at the top of the main wall, excluding gables, is thirty (30) feet. Furthermore, no building shall exceed 3 storeys in height including basement.

3.5.3 Notwithstanding the provisions of the Bedford Land Use Bylaw, the following lot standards shall apply to townhouse lots:

(a) Minimum sideyards for end unit townhouse lots shall be 8 feet; and

(b) Maximum height from average finished grade surrounding the building to soffit of the roof at the top of the main wall, excluding gables, is thirty (30) feet. Furthermore, no building shall exceed 3 storeys in height including basement.

3.5.4 The Developer agrees that the townhouse cluster proposed for the southern portion of the Lands and for which the units do not front on a future public street, shall be maintained and/or managed by a single legal entity such as a Condominium Corporation or equivalent. A Condominium Corporation By-law or equivalent, shall be submitted to the Development Officer prior to the issuance of a Construction Permit for any units proposed within this cluster. The By-law shall include provisions for external building facade maintenance and landscaping to ensure architectural consistency throughout the townhouse units, and provisions that waive the Municipality of any and all responsibility respecting services, road maintenance, garbage collection and snow removal.

3.5.5 The Developer agrees that, for the purposes of calculating density or the number of residential dwelling units, each individual townhouse unit maintained and/or managed by a single entity such as a Condominium Corporation or equivalent, shall be counted as one (1) unit. For example, a group of five (5) townhouse units located on a single property shall be counted as five (5) units.

3.5.6 The Developer agrees that, within the townhouse cluster identified in subsection 3.5.4, all shared and individual driveways and parking areas shall be finished with a hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer.

3.6 Siting and Architectural Requirements

The Developer agrees that the townhouse dwelling units constructed on the Lands shall comply with the following:

(a) Exterior building materials on the front facade facing the street shall be a minimum of 25% brick or clay masonry, stone or an acceptable equivalent in the opinion of the Development Officer;

(b) All building facades shall have projections and recesses;

(c) Any exposed lumber on the front facade of any townhouse shall be painted or stained within one (1) year of the issuance of the Occupancy Permit;

(d) Any exposed foundation in excess of 1 metre shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent; and

(e) No more than 6 dwelling units shall be permitted per block of townhouses.

3.7 Non-Disturbance Area

3.7.1 The Developer agrees that the existing wooded area identified on Schedule B as "Non-disturbance zone" shall be retained to act as a natural buffer and visual screen to adjacent properties. No removal of trees or grade alterations shall be permitted within this area except in accordance with subsections 3.7.2 and 3.7.3 of this Agreement. The non-disturbance area shall be identified on any plan of subdivision, grading plan or site plan required pursuant to this Agreement and referenced in all lot deeds to ensure that future homeowners are aware of their obligations in this regard.

3.7.2 Notwithstanding subsection 3.7.1, the following activities may occur within the non-disturbance area provided that approval by the Development Officer, in consultation with the Development Engineer, has been granted:

(a) 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);

(b) removal of fallen timber and dead debris where a fire or safety risk exists may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect); and

(c) construction of fences provided the construction and placement results in minimal soil disturbance and removal of vegetation.

3.7.3 Any tree damaged or removed without the authorization of the Development Officer shall be replaced, two new trees for each damaged or removed tree, with trees of the same type and with minimum sizes of 60 mm caliper (2.4 inch diameter) for deciduous trees and a minimum height of 1.5 m (5 ft.) for coniferous trees.

3.8 Landscaping

3.8.1 The Developer agrees that landscaping or appropriate vegetative cover shall be provided in all disturbed areas not occupied by buildings, walkways, driveways, parking areas, etc. except in areas where existing vegetative cover is maintained.

3.8.2 Further to subsection 3.8.1, landscaped areas shall be grassed or include landscape features such as mulch, stone, water features, perennials, annuals, shrubs or other vegetation and features deemed acceptable by the Development Officer.

3.8.3 The Developer agrees to plant one (1) tree between the house and front lot line of all single unit dwelling lots. The trees shall be indigenous to the region, utility compatible and conform to any applicable standards of the HRM Municipal Service System Design Guidelines unless otherwise deemed acceptable in the opinion of the Development Officer and Development Engineer. The trees shall be a minimum of five feet (1.5 metres) in height at the time of planting. The Development Officer may permit existing trees 5 feet (1.5 metres) in height or greater to be retained and utilized to satisfy this requirement.

3.8.4 The Developer agrees that the Municipality shall not issue an Occupancy Permit for the Development or a phase thereof unless the landscaping and tree planting provisions established under subsections 3.8.1 through 3.8.3 inclusive, have been established and accepted by the Municipality. Notwithstanding the forgoing, the Municipality may issue Occupancy Permits prior to completion of the landscaping and tree planting if the Developer provides a security in the amount of 120% of the estimated cost of completing the outstanding work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewing letter of credit in the Municipality's name issued by a Canadian chartered bank. The security shall be returned to the Developer only upon completion of all work as described under section 3.8 of this Agreement. If the outstanding work is not competed within one (1) year from the date that the security was issued in the name of the Municipality, the Municipality may cash the security in the amount owing to complete the outstanding work.

3.9 Public Open Space

3.9.1 The Developer agrees to provide open space, as generally illustrated on Schedule D, and which substantially conforms to the Park/Open Space land use dedication set out for Neighbourhood D on the BSSPS Community Concept Plan, and with section 3.9 of this Agreement.

3.9.2 The Municipality shall accept a frontage of 70 feet (21 metres) for the proposed 4.5 acre (1.8 hectare) open space parcel fronting on Southgate Drive and a frontage of 25 feet (7.5 metres) on Road 13 for the entrance into the Future Community Park, as illustrated on Schedule D.

3.9.3 For the purposes of this Agreement, the open space dedication identified on the Schedules and in subsections 3.9.1 and 3.9.2 shall be considered to meet the land area requirements for the park dedication section of the Regional Subdivision By-law.

3.10 Construction/Sales Trailer

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

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy the HRM Municipal Service Systems Design Guidelines unless otherwise provided for in this Agreement or approved in writing by the Development Engineer. 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.

4.2 Off-Site Disturbance

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

4.3 Site Preparation in a Subdivision

The Developer agrees that it shall not commence clearing, excavation and blasting activities required for the installation of municipal services and road construction in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.

4.4 Outstanding Site Work

For the cluster townhouse located at the southern portion of the Lands on a shared private driveway, securities for the completion of outstanding on-site paving work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 per cent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a

certified cheque or irrevocable renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed, in the opinion of the Development Officer.

4.5 Streets

4.5.1 The street network shall be developed as generally illustrated on the Schedules. All street construction shall satisfy the HRM Municipal Service Systems Design Guidelines 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.

4.5.2 The Development Engineer may approve Road 15 to be approximately 260 metres in length, as generally illustrated on the Schedules.

4.5.3 The Development Officer may, in consultation with the Development Engineer, accept a revised road network that connects Road 14 and Road 15 as a crescent rather than as two separate cul-de-sacs provided that all other provisions required pursuant to this Agreement are met. Further, the Development Officer shall consult the Parkland Planner with regard to the location and details of a secondary entrance, in addition to the entrance on Southgate Drive, from the proposed 4.5 acre park parcel to the new crescent.

4.5.4 The Developer agrees to construct, at its own expense, the walkway between Road 14 and Road 15 as illustrated on the Schedules. The walkway shall conform to HRM standards.

4.6 Municipal Water Distribution and Sanitary Sewers

4.6.1 The water distribution system shall generally conform to Schedule G and shall conform with all design and construction requirements of the Halifax Regional Water Commission.

4.6.2 The sanitary sewer system shall generally conform to Schedule E and shall conform with the design and construction standards of the HRM Municipal Service Systems Design Guidelines, unless otherwise acceptable to the Development Engineer.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Master Stormwater Management Plan

The Developer agrees that the approved Master Stormwater Management Plan for the Wentworth/Bedford South Development and the Stormwater Management Plan for

Neighbourhoods A, C, and D shall act as the guiding document in the preparation of detailed erosion and sedimentation control plans and subdivision grading plans for each Phase of the Development. 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 put in place prior to and during development of that phase. The provisions for Neighbourhood "D" are included as Schedule H of this Agreement.

5.2 Erosion and Sedimentation Control Plan

The Developer agrees to have prepared by a qualified 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 for each Phase of the Development. The plan 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.

5.3 Subdivision Grading Plan

The Developer agrees to have prepared by a qualified Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer a detailed Master/Site Grading Plan for the Development or any phase thereof. The Plan shall, in the opinion of the Development Engineer, generally conform with the approved Master Stormwater Management Plan for the Wentworth/Bedford South Development and the Stormwater Management Plan for Neighbourhoods A, C, and D. No work is permitted on the Lands until the requirements of this section have been met and implemented unless otherwise stated in this Agreement and approved in writing by the Development Engineer.

5.4 Stormwater Facilities

All storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.5 Failure to Conform to Plans

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

PART 6: AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 Non-Substantive Amendments

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

(a) Changes in the road network, other than the potential change identified in subsection 4.5.2 that, in the opinion of Council, are not minor in nature;
(b) Changes to the lot provisions and architectural requirements set out in Sections 3.5.2, 3.5.3 and 3.6 which are, in the opinion of the Development Officer, not minor in nature;
(c) The granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement; and
(d) The length of time for the completion of the development as identified in Section 8.4 of this Agreement.

In considering the approval of a non-substantive amendment under Section 6.2, property owners within 500 feet of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

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

7.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 10 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

(a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

(b) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Lands and be shown on any tax certificate issued under the Assessment Act;

(c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and

(d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

7.3 Environmental Protection

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

PART 8: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 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.

8.2 Subsequent Owners

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

8.2.2 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.

8.3 Commencement of Development

8.3.1 In the event that development of the Lands has not commenced within five (5) 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 development.

8.3.2 For the purposes of this section, commencement shall mean endorsement of final approval for the Development or any phase thereof.

8.3.3 If the Developer(s) fails to complete the development, or after 10 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 this Agreement in its present form;
(b) negotiate a new Agreement; or
(c) discharge this Agreement.

8.4 Completion of Development

Upon the completion of the development, or after 10 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 this Agreement in its present form;
(b) negotiate a new Agreement; or
(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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2008.

SIGNED, SEALED AND DELIVERED in the presence of

_____

CLAYTON DEVELOPMENTS LTD.

Per: _____

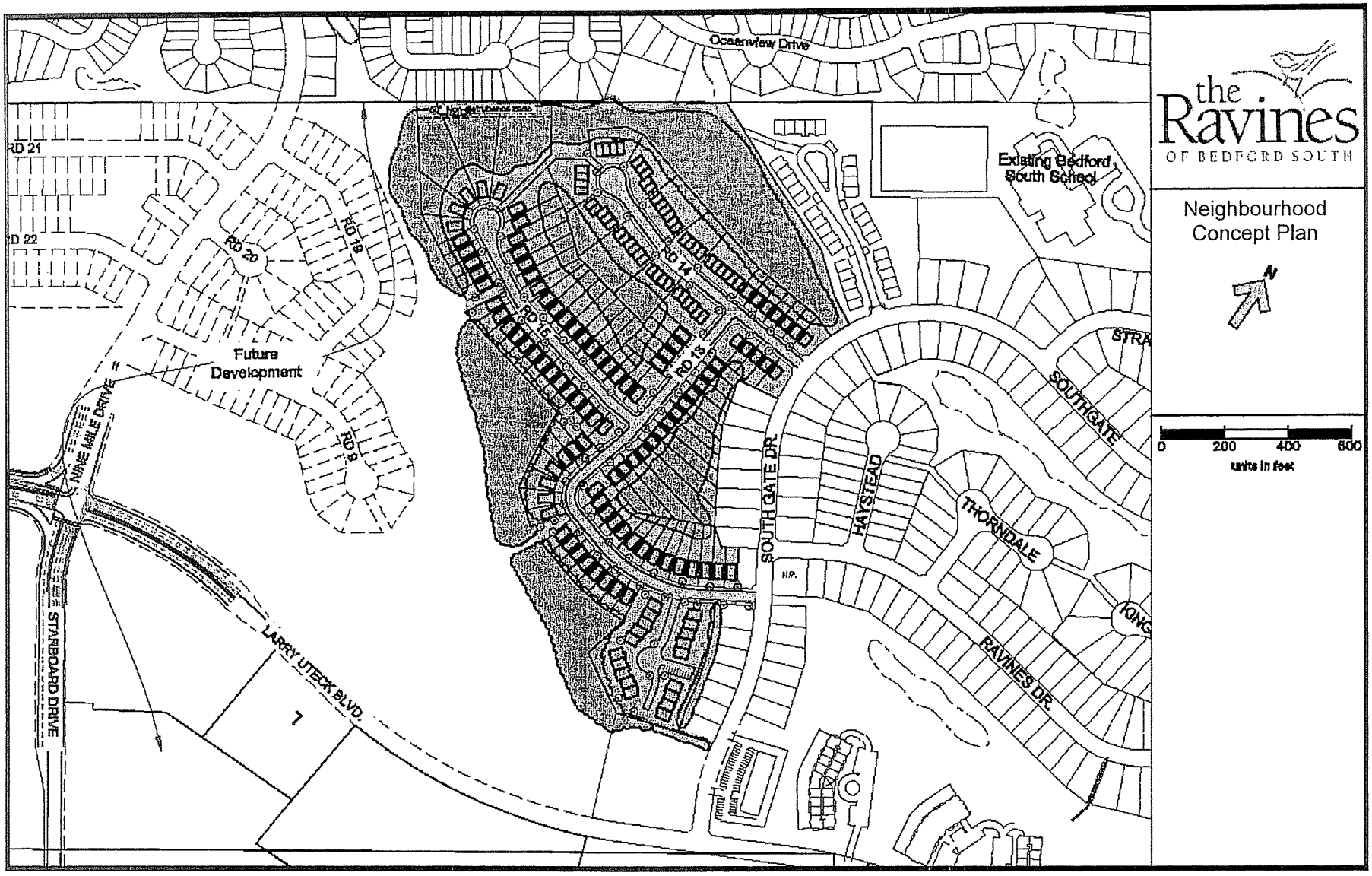
SEALED, DELIVERED AND ATTESTED to by the proper signing officers of Halifax Regional Municipality duly authorized in that behalf in the presence of

_____

HALIFAX REGIONAL MUNICIPALITY

Per: _____
MAYOR

Per: _____
MUNICIPAL CLERK



Schedule B:
Concept Plan

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

March 4, 2008

HRM does not guarantee the accuracy of any base map information on this map.

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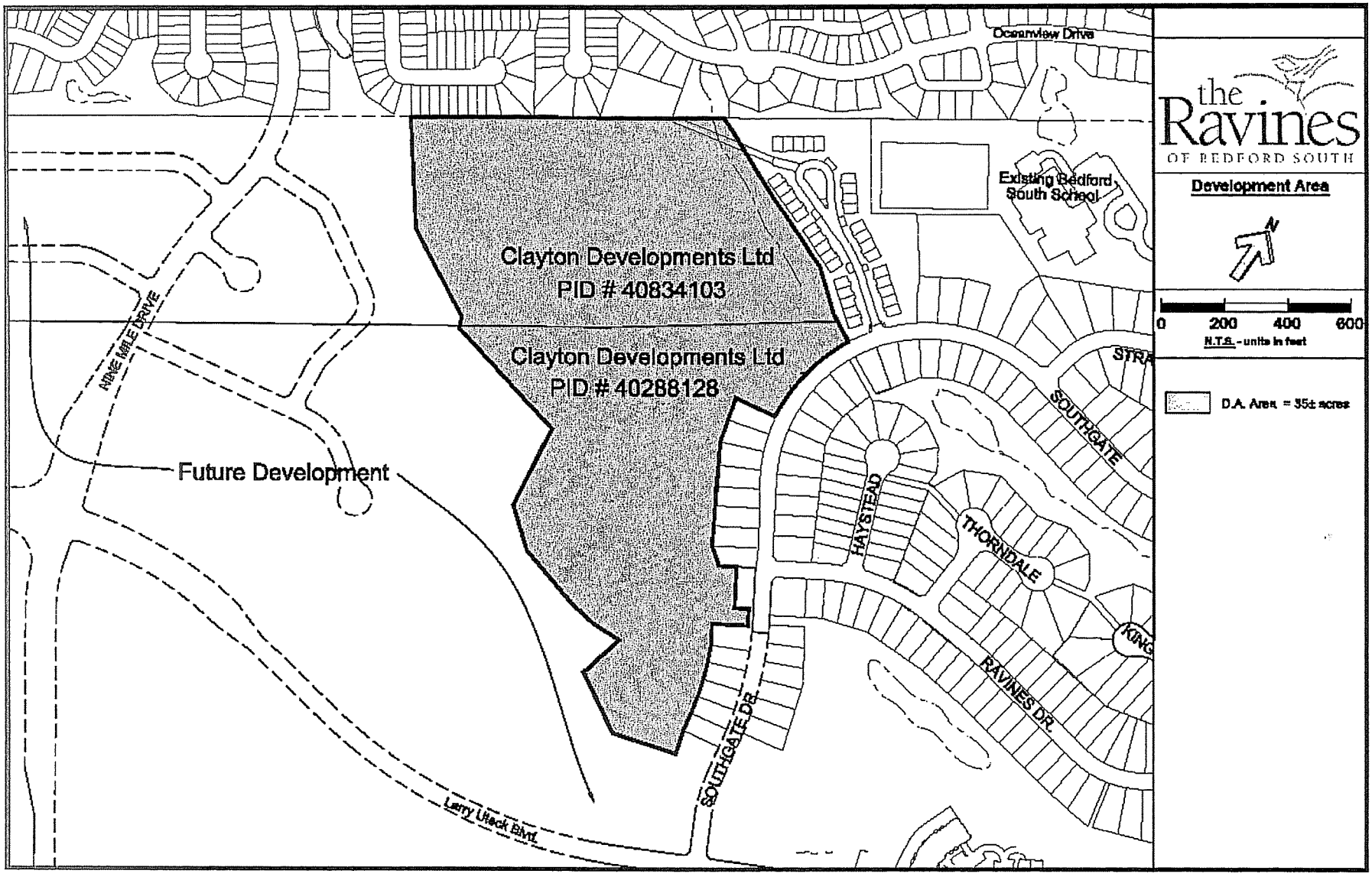

Schedule C
Development Area

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

March 4, 2008

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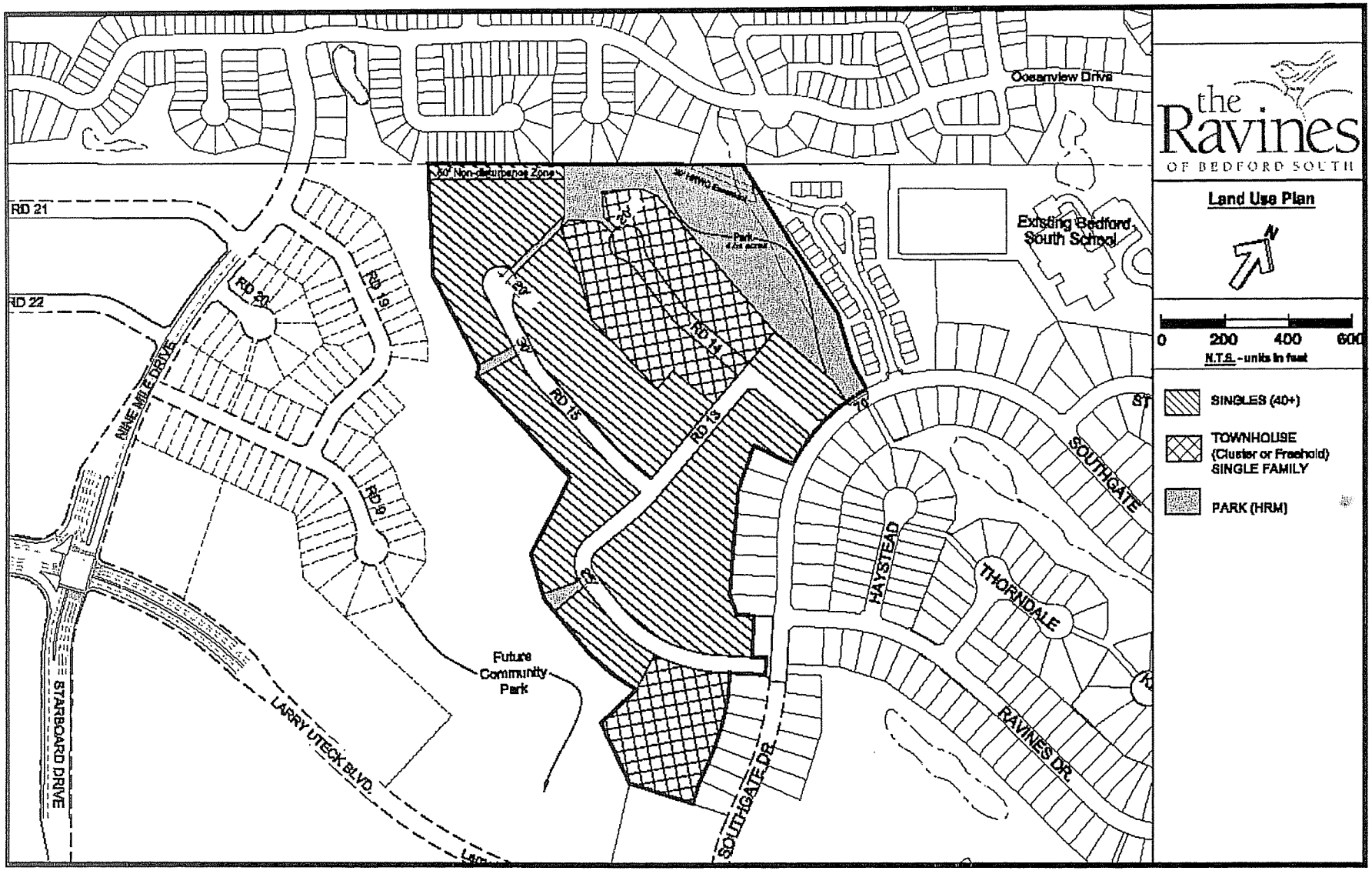

Schedule D
Land Use Plan

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

March 4, 2008

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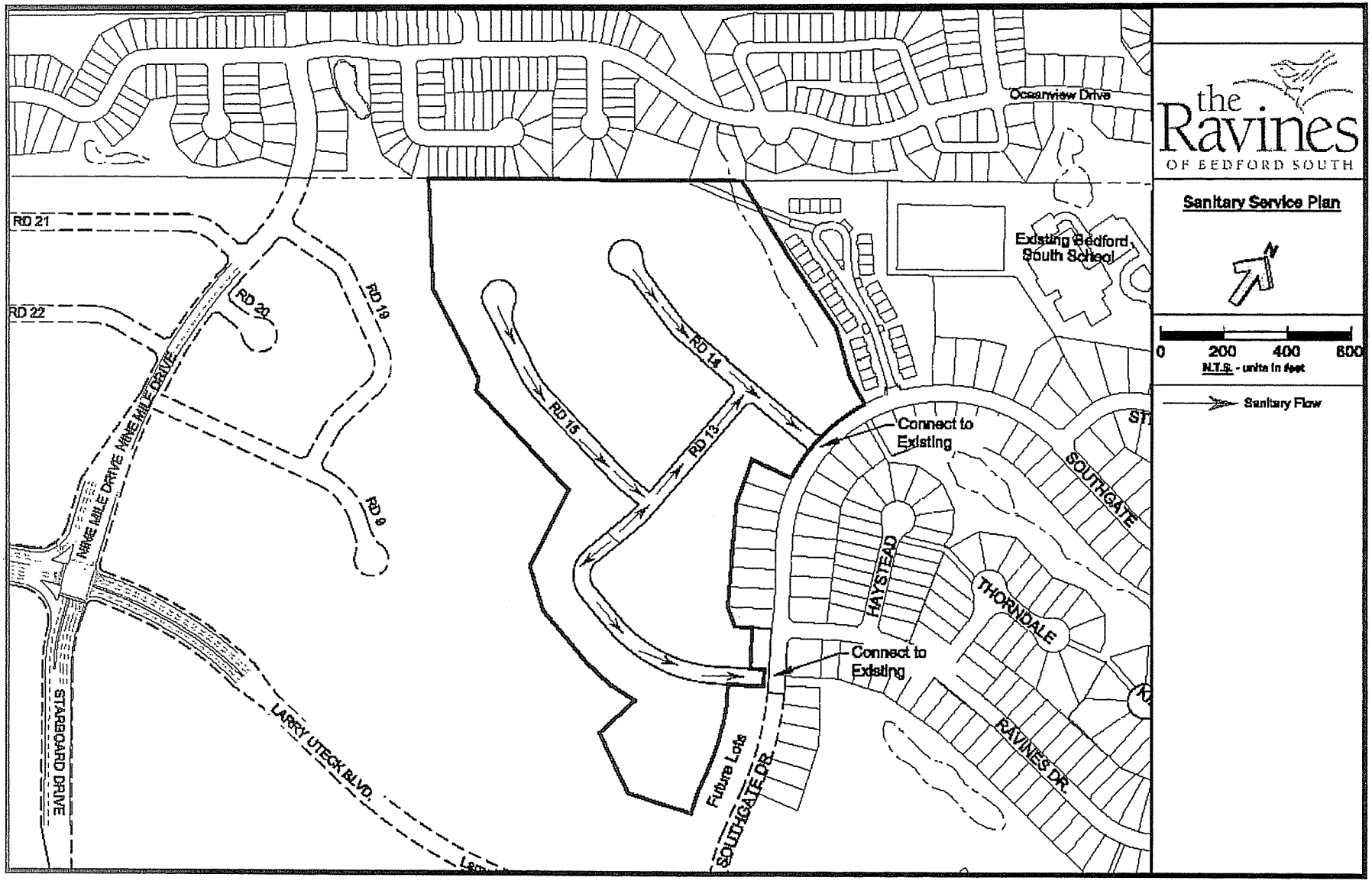

Schedule E
Sanitary Servicing Plan

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

March 4, 2008

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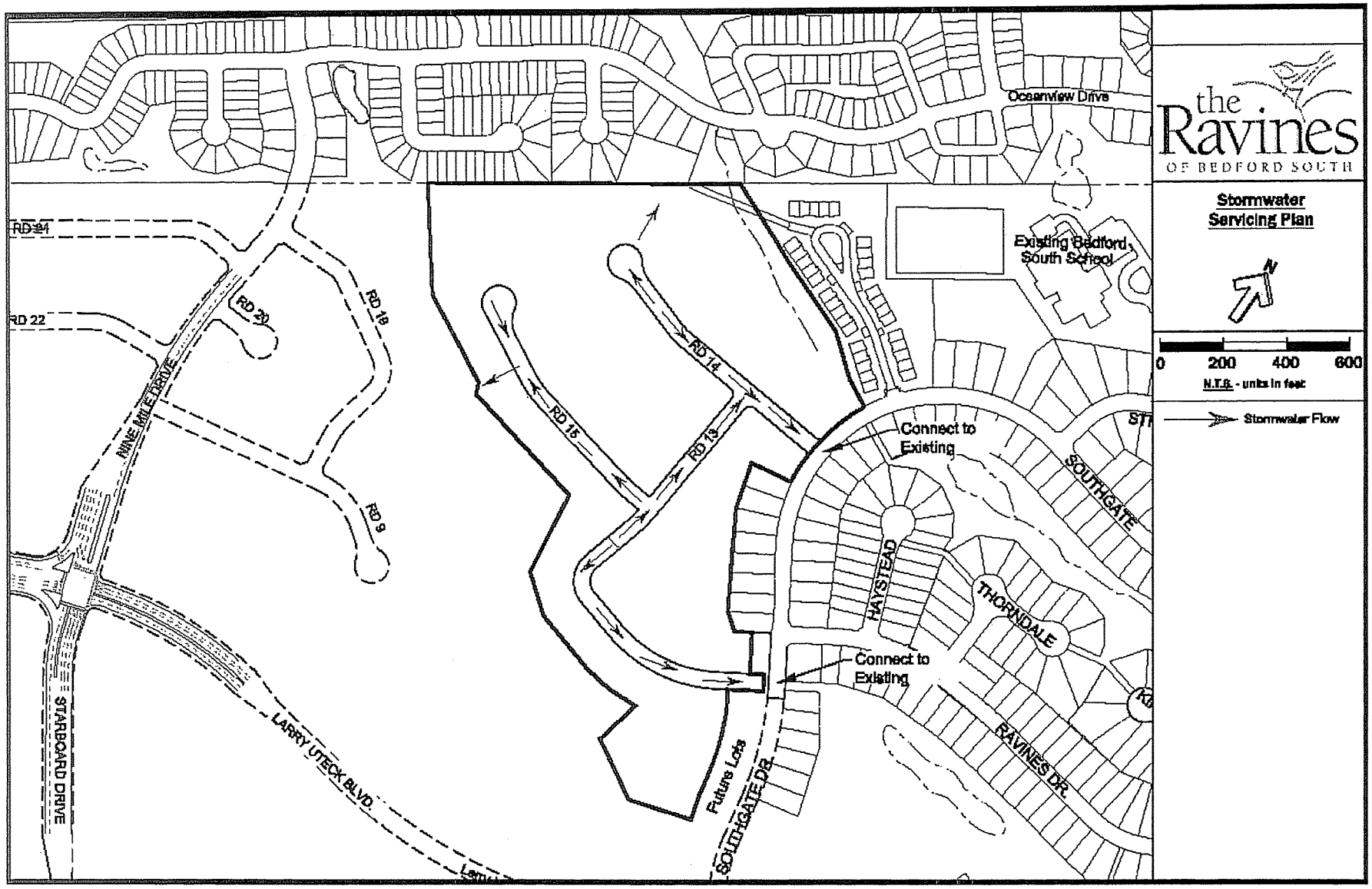

Schedule F
Stormwater Servicing Plan

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

March 4, 2008

HRM does not guarantee the accuracy of any base map information on this map.

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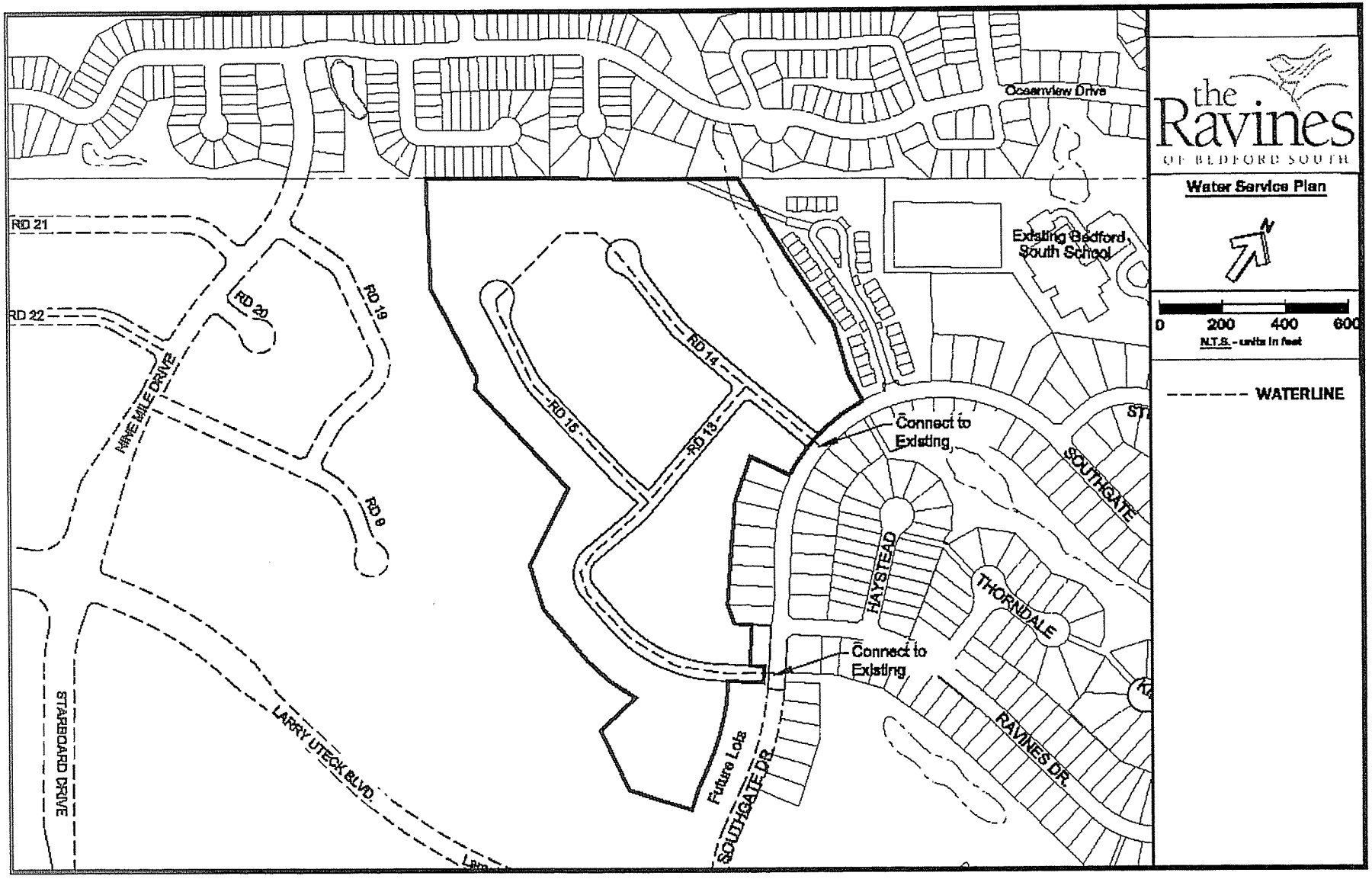

Schedule G
Water Service Plan

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

HRM does not guarantee the accuracy of any base map information on this map.

Schedule H:
Approved Stormwater Management Plan for Neighbourhood D

Development Agreement
Stormwater Management Plan

for

Neighbourhoods: A, C & D

of the

Wentworth / Bedford South Master Plan Area

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1.0 INTRODUCTION

This report provides the stormwater management plan (SWMP) for Neighbourhoods "A", "C" and "D" of the Wentworth/Bedford South master plan area (Figure D-1). The 219 acre site is bounded by Oceanview Subdivision to the north, Millview Subdivision to the east, area "B" to the south and area "E" to the west. Because the property spans both the former Town of Bedford and the former City of Halifax, NS, development is partially governed by Halifax and Bedford planning documents.

This stormwater management plan was prepared by Jacques Whitford Environment Limited in consultation with MacWilliams Engineering Limited for consideration by HRM staff, the Bedford Waters Advisory Committee and the Halifax/Halifax County Waters Advisory Board. The plan presents the developed storm water conceptual design considerations for the site and how the options would meet or exceed the goals and objectives of the Wentworth/Bedford South Master Storm Water Management Plan.

2.0 NEIGHBOURHOODS "A" , "C" AND "D" WATERSHED DRAINAGE

The plan area is located within five of the seven subwatershed areas of the Bedford Basin watershed (areas BB1 through BB4 and BB2C) and within the four subwatershed areas of the Papermill Lake watershed (PML1 through 4).

3.0 GOALS AND OBJECTIVES

3.1 Issue

This stormwater management plan addresses the potential effects upon water quality and quantity from land development in neighbourhoods "A", "C" and "D" of the Wentworth/Bedford South watersheds. In our opinion, the plan adheres to all relevant policies and objectives for development as set forth in the Master Stormwater Master Plan for the Wentworth/Bedford South.

3.2 Goals and Objectives

The goal of stormwater management is to preserve the natural hydrologic cycle. This will be achieved by adhering to the goals and objectives of the master stormwater management plan (MSWMP)

3.3 Policies to Achieve the Objectives

This neighbourhood stormwater management plan adheres to all policies laid out in the Master Storm water management plan. Included in the development agreement application are the conceptual stormwater management schematics for both the pre- and post-development 1:100 year events including calculations at culverts and critical locations for comparison of pre- and post-flows. The 1 in 5 year post-development drainage boundary is also included (these are attached as Figures D-2 through D-4).

4.0 ENVIRONMENTAL SETTING

4.1 Phase 1 Environmental Site Assessment

A phase 1 environmental site assessment performed by Jacques Whitford Environmental Limited in 2002 revealed no evidence of environmental contamination. A detailed investigation of the lands of Robert Blackie (PID# 00360560) was conducted as the property contains a number of existing dwellings. There is no evidence of contamination on this site.

4.2 Watercourses and Wetlands

The eight subwatersheds areas are characterized by a number of small, localized ponds draining from one to the other to either the Bedford Basin, or the Papermill Lake watersheds. The watercourses appear to predominantly carry local surface runoff from precipitation events and snow melt. Because of the till soils, the watercourses are intermittently subterranean. The only proposed alteration to the streams involve piping and filling with rock from the site (Greywacke) for the purpose of roadway and/or service crossings. *Any changes to or work to these streams will require a stream alteration permit from the Nova Scotia Department of Environment (NSDOE).*

The bedrock terrain is predominantly ridges and ravines running east west across the property. Some of the ravines seasonally retain water and dry up completely during the summer months. The development plan provides for retention of most of these ravines with the road and service crossings limited to strategic locations where the impact from same is predicted to be minimal. The ten percent increase in stream flow in the 1 in 5 and the 1 in 100 year storm events can be readily accommodated within the intervale area of the existing watercourse channels. The buffer zone will ensure that these areas remain undisturbed and the fractured bedrock will permit rapid percolation into the groundwater.

4.3 Soil Erosion

The geology of the site consists mainly of bedrock with some areas of glacial till. The area is considered to have low risk of soil erosion because of the minor amount of topsoil on the site. Imported soil will be limited to topsoil needed for landscaping. Standard erosion and sedimentation control measures will be employed for all erodable soils (see Appendix B: Erosion and Sedimentation Control Plan).

5.0 CONCEPTUAL STORMWATER MANAGEMENT PLAN FACILITIES

The targets to minimize and reduce peak flows and contaminant input to Bedford Basin and Papermill Lake will be met through implementation of lot level controls; minimizing the areas which drain over manmade surfaces and directing drainage from these surfaces as often as possible back on to natural terrain to recharge the groundwater minimize velocity and allow for natural cleansing of the runoff.

5.1 Physical Site Suitability

As indicated on Figure D-1 large tracks of land in neighbourhoods "A", "C" and "D" have been left as non-disturbance areas

In accordance with the MSWMP most lot grading activities involving residential building lots are designed for flow to the ravines. The ravines will remain intact with significant buffers left along both sides of the defined watercourses (minimum 50ft). These ravines and a number of the depressions will be used for stormwater retention to ensure that the overall coefficient of runoff does not exceed 0.55. None of the SWMP measures chosen for this site are constrained by topography, soils, bedrock or groundwater.

A complete analysis of all suspected wetland areas has been concluded and the road alignments and lot layouts have been revised to accommodate these findings.

5.2 Stormwater Quantity/Rate of Flow

To ensure the quantity and rate of flow, the SWMP will attempt to minimize the disturbance to the topography while preserving and utilizing the natural drainage systems. The quantity/rate of flow will be controlled by an overall C-factor of 0.55, which is the industry standard for single-family development.
The predevelopment drainage plan indicates the culvert sizes along both the Bedford Highway and the Bicentennial Highway. It is not the intention to increase the size of these culverts and if during the detailed design at subdivision stage it is determined that a culvert is not capable of handling the flow then the necessary controls will be put in place to ensure that the capacity of the outfall is not exceeded. With respect to the existing subdivisions on either side of the development the detail design at time of subdivision will ensure that the flows meeting these existing developments will not exceed the design flows for these developments. That so much of the site is being preserved as green space gives rise to the possibility of limiting post-development runoff throughout the plan area.

5.2.1 Stormwater Lot Level Controls

Stormwater lot level controls involve measures to store and treat stormwater before it reaches the street conveyance system. The lot controls include roof leaders to the ground, roof storage for commercial sites, parking lot storage for commercial / apartment sites, and possibly, CDS oil/grit separators.

Neighbourhoods "A", "C" and "D" are predominately single family lots. With the nature of the terrain being such that all attempts have been made to leave the ravines intact, the roads and lots are typically running along the ridges which allows a considerable portion of the lot runoff to be directed to these ravines and subsequently allow for groundwater replenishment.

5.2.2 End-of-pipe Stormwater Management Facilities

End-of-pipe stormwater management facilities found to be most suitable for the proposed development for treatment of the stormwater include a detention wet pond system that consists of created retention ponds/settling basins. The extended detention wet pond is the most reliable end-of-pipe stormwater management facility to date in terms of pollutant removal for the following reasons:

- performance does not depend upon soil characteristics;
- the settling pond prevents re-suspension of particulates;
- the permanent pool minimizes blockage of the outlet;
- biological removal of pollutants; and
- extended settling.

The stormwater design has taken this into consideration and outfalls have been designed to take advantage of the numerous natural depressions and wetlands on the site to provide detention of storm water as well as the opportunity to recharge the groundwater.

A wetland extends the contact time and high surface area to volume ratio increases the effectiveness of this removal pathway. Water is released from the wetland at a slower rate than the influent water flow rate. The pollutant removal pathways within stormwater wetlands include:

- sedimentation;
- adsorption to sediments, vegetation, detritus;
- physical filtration of runoff;

- microbial uptake and transformation;
- uptake by wetland plants;
- uptake by algae; and
- extra detention and/or retention.

The plan area contains several ravines that will be employed in the overall MSWMP. Subject to NSDOE approval, these areas will be used to retain and improve the quality of stormwater leaving the site. Significant recharging of the groundwater table can be expected from this approach. This should be viewed as a positive impact of the MSWMP as related to nearby wells.

Velocity breaks will be provided at the outfalls as required to ensure that no scouring of the existing terrain occurs. An increase of ten percent in flow during one in five and one in 100 year storm events will be accommodated by the intervale areas of downstream watercourse channels. Buffer zones around the watercourse will protect these natural overflow areas.

Detailed design calculations will be provided to both the HRM and the NSDEL for approval at the subdivision stage.

6.0 PROTECTION MEASURES DURING SITE DEVELOPMENT

Some degree of erosion and sedimentation can be expected from equipment activity and earth moving on the property. This temporary effect can be minimized by appropriate erosion and sedimentation prevention and control measures. All personnel will comply with applicable environmental laws, regulations, standards and practices, permits, approvals, and requirements of federal, provincial, and municipal authorities. Clayton Developments Limited has established guidelines that are enforced through the tender/contract period to ensure compliance by contractors and sub trades with all regulations and guidelines.

For construction projects, there are three categories of erosion and sediment control: runoff controls, erosion protection, and sediment interception. Runoff controls limit or contain soil movement from the construction site, minimizing raindrop impact on the soil and reducing runoff volume and runoff velocities are three of its main objectives.

Erosion protection measures are used to reduce or eliminate the detachment of soil particles by falling raindrops or to resist sheet or channel flow. These measures are

placed on, or applied to, the soil surface and are often used in conjunction with runoff control and sediment interception measures.

Soil loss from slopes may occur even with erosion and runoff control measures. If this soil can enter a waterbody, mitigative measures will be required to intercept it. Methods used to trap sediment include vegetated buffer strips, silt fences, filter berms, and sediment traps.

6.1 Temporary Protection Measures

The erosion and sedimentation control plan during construction includes:

- Silt fences, etc. installed before grubbing operation;
- Clean run-on water controlled/diverted by installation of channels, berms, and grading;
- Exposed soil minimized via rapid cover by mulch, gravel etc.;
- Soil exposure controlled relative to forecasted weather conditions;
- Site grading to low slopes complete with ponding depression areas and shallow ditches to retain stormwater; and
- Monitoring plan set up.

6.2 Permanent Protection Measures

The erosion and sedimentation control plan for permanent stabilization is:

- All disturbed surfaces will be stabilized;
- Commercial parking lot runoff routed through CDS units (or approved equivalent) for removal of sediments, oils and greases;
- Commercial roof and parking lot ponding to retain peak flows in rain events; and
- Periodic inspection of erosion and sedimentation control measures to ensure continued effectiveness.

6.3 Maintenance Program

The maintenance program to ensure the effectiveness of the erosion and sedimentation control plan is as follows.

- Inspection of temporary measures will be performed daily by the Contractor (and during precipitation events) to check for damage. Damaged structures will be repaired.
- Environmental protection structures will be maintained by the Contractor (including removal of silt material) until stabilization of disturbed areas has occurred. The structures will then be removed and the area will be regraded and stabilized.
- Inspection and maintenance of CDS systems (or approved equivalent) will be performed at a minimum quarterly frequency and per manufacturers recommendations and as site conditions warrant. This monitoring frequency complete with result reports submitted to the HRM will continue for a two-year period after completion of a particular neighbourhood or commercial project, at the end of which it will be reassessed. The Municipality reserves the right to continue the monitoring process for whatever period it deems necessary.

All development agreements shall conform with all applicable regional policies adopted by the Municipality in support of the regional solid waste management program, Halifax Harbour cleanup and the water resources management study.

Attachment B: MPS Policies

Policy MCP-1:

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

Policy MCP-2:

Unless otherwise specified by this secondary planning strategy, the standards for developments applied under the Municipal Planning Strategy and Land Use By-law shall be preferred under any development agreement application brought forward for approval.

Policy P/OS-1:

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

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

Policy P/OS-5:

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

Policy RN-1:

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

Policy RN-2:

The following matters shall be considered for all development agreement applications within a Residential Neighbourhood Designation:

a) the density of housing units does not exceed six units per acre within neighbourhoods A, C, D or E;

b) community facilities such as schools, churches and day care centres and businesses that provide goods and services at a neighbourhood level, such as convenience stores, may be permitted within a residential neighbourhood. Convenience stores shall be encouraged to locate at intersections with a Community Collector Street and at transit stops;

c) sidewalks and pathways facilitate safe and convenient pedestrian travel to transit stops on the Community Collector Street System, the Community Trail System and to community services;

d) the design of neighbourhood streets facilitate shared use by cyclists and encourage safe vehicular speeds and discourage short-cutting and excessive speeds by automobiles while enabling direct routes for pedestrians and cyclists;

e) the allocation of housing and the massing and placement of buildings contributes to a sense of community vitality, energy conservation, surveillance of public spaces and provides an effective integration with established neighbourhoods;

f) building locations, site and architectural design, landscaping, and streetscape elements reinforce the themes of neighbourhood identity, pedestrian scale and compatibility with the natural environment;

g) natural vegetation, landscaping or screening is employed around parking areas for institutional and multiple unit buildings to provide screening from streets and, for buildings containing forty-eight or more housing units, provision of underground parking or a structure allowing for stacked parking shall be a mandatory component of the on-site parking supply;

h) all open space/parkland dedications proposed conform with the objectives and polices adopted for the community parkland/open space under this municipal planning strategy and any administrative guidelines adopted by the Municipality and;

i) the proposal conforms with all applicable provisions and requirements adopted under this Secondary Planning Strategy regarding environmental protection, the community transportation system and municipal services.

Policy RN-3:

Each residential neighbourhood shall conform with the following provisions:

Neighbourhood D:

Lands located between the neighbourhood collector and Nine Mile Drive will contain a mixture of single unit, semi-detached and townhouse units with a majority being single unit. No apartment buildings will be permitted and single family dwellings will be required to have a minimum lot frontage of forty feet, a minimum four foot side yard and a minimum twelve foot separation between buildings.

Policy EP-1:

No development agreement shall be entered into unless a master storm water management plan has been prepared for the entire Wentworth/Bedford South master plan area and accepted by the Municipality. The management plan shall:

a) identify significant constraints and sensitivities with regard to flood potential, and environmental features;

b) provide estimates of pre-development and post development flow rates at critical locations within watercourses such as at culverts and other road crossings and at downstream developments;

c) specify water quality and quantity objectives which are consistent with all municipal and provincial guidelines and identify the means of preventing adverse changes to the quantity and quality of watercourses and groundwater;

d) specify the type and location of storm water management facilities and the design requirements to protect receiving waters from contamination, excessive flow rates and loss of aquatic habitat and to protect the quantity and quality of groundwater flows;

e) prepare a program for implementation and monitoring before, during and after construction, including securities and any remedial action to be taken in the event that water quantity or quality objectives are not achieved.

Policy EP-2:

No development agreement shall be entered into unless the detailed design specifications conform with the master stormwater management plan approved under policy EP-1;

Policy EP-3:

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

Policy EP-4:

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

Policy MS-1:

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

Policy MS-2:

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

Policy MS-3:

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

Policy MS-4:

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

Policy MS-5:

No municipal approvals shall be granted within the watersheds of Fernleigh Park or Millview Subdivisions unless the Municipality is satisfied that the potable water supplies serving these subdivisions are protected and that a physical and financial means is established to allow for connection to the water distribution system that is owned and maintained by the Halifax Regional Water Commission. The Municipality shall require the developer to furnish whatever studies are needed and guarantees provided to assure that these conditions are satisfied.

Policy MS-6:

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

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

Policy MS-7:

No development agreement shall be approved which would permit building permits to be granted for more than 2,000 housing units within the master plan area and the abutting Royale Hemlocks Subdivision unless:

a) the interchange has been constructed and connected to Larry Uteck Boulevard or the financing for the interchange and roads has been secured, a time frame for implementation agreed upon; **and**

b) consideration is given to the transportation improvements recommended by the Prince's Lodge/ Bedford South Transportation Study or any other transportation study available to the Municipality. A development agreement application shall not be approved where a traffic study concludes that the level of service for any road within the secondary planning strategy or connecting to the abutting road network does not conform with the performance criteria established under the Municipality's Guidelines for Preparation of Traffic Impact Studies and the applicant shall be required to provide the analysis, prepared by a qualified consultant, needed to make such a determination. Without limiting the generality of the foregoing statement, particular consideration will be given to traffic impacts on the Bedford Highway, Nine Mile Drive and Oceanview Drive.

Policy MS-8:

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

Policy MS-9:

In accordance with the provisions and requirements of the Municipality's Infrastructure Charges Best Practice Guide and Part II of this Municipal Planning Strategy, an infrastructure charge area shall be established under the Subdivision By-law over the area governed by this Secondary Planning Strategy and no development agreement shall be entered until infrastructure charges are in effect. (RC-July 9/02; E-Aug 31/02)

Attachment C: LUB Requirements for BSCCD Zone

PART 10A BEDFORD SOUTH COMPREHENSIVE DEVELOPMENT DISTRICT (BSCDD) ZONE

1) **No development permit shall be issued for a development with a Bedford South Comprehensive Development District (BSCDD) Zone except in accordance with a development agreement approved pursuant to policies contained in the Bedford South Secondary Planning Strategy. (RC-June 20/06;E-July 29/06)**

Attachment D: Public Information Meeting

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 01090 - Neighbourhood D, Bedford South

7:00 p.m.
Monday, November 26, 2007
Basinview Drive Community Elementary School

STAFF IN ATTENDANCE:	Joseph Driscoll, Planner, HRM Planning Services Tim Burns, HRM Planning Technician, HRM Regional Planning Cara McFarlane, Administrative Support, HRM Planning Services
ALSO IN ATTENDANCE:	Councillor Gary Martin, District 21 Mike Hanusiak, Senior Vice-President and General Manager, Clayton Developments Limited Kevin Neatt, Planner, Clayton Developments Limited Peter Greenwood, Vice President of Real Estate, Clayton Developments Limited
PUBLIC IN ATTENDANCE:	15

The meeting commenced at approximately 7:07 p.m.

1. Opening remarks/Introductions/Purpose of meeting

Mr. Driscoll introduced himself as the Planner coordinating this application on behalf of HRM; Councillor Gary Martin, District 21; Mike Hanusiak, Kevin Neatt and Peter Greenwood, Clayton Developments Limited; and Cara McFarlane, Administrative Support.

The agenda for the evening was reviewed.

The purpose of the meeting is to identify that HRM has received an application for this area, what the scope of the development will be, what opportunities there will be for public input and to provide the public with an overview of the decision making process.

2. Overview of planning process

The public information meeting is an initial step. Any decisions will be made at a future date by North West Community Council (NWCC).

A development agreement was explained to the public.

The development agreement process:

- first step is a public information meeting;
- staff will then review the proposal in detail with staff and the applicant and negotiate various elements of the proposal and eventually write a staff report that will either recommend that Council approve or reject the development;
- the report will go to North West Planning Advisory Committee (NWPAC) who will give their own set of recommendations to Council;
- a public hearing will be set to be heard at North West Community Council (NWCC) and once the hearing is closed, NWCC is in a position where a decision can be made regarding the application (approve or deny); and,
- as with all planning cases in Nova Scotia, there is a 14 day appeal period.

3. Presentation of Proposal

The application is by Clayton Developments Limited to develop a portion of Neighbourhood D of the Bedford South Master Plan Area by development agreement. The proposal is for a development that consists of single unit dwellings and townhouses.

An overview map of the subject property was shown.

Existing portions of Bedford South has primarily single family developments as well as a court with some townhouses. The entire area is designated Bedford South Secondary Planning Strategy under the Bedford Municipal Planning Strategy (MPS). This sets out the direction for growth and development within the master plan. HRM will review the proposal based on the guiding policies within the Bedford MPS for development within Neighbourhood D. The property is zoned Bedford South Comprehensive Development District Zone. Essentially, this indicates that no development shall take place without a development agreement. All of the lands within Bedford South are built by development agreement which involves public meetings and input and a decision by NWCC.

Policy RN-3 within the Bedford MPS identifies Neighbourhood D as a future home for residential development. It allows for a mix of singles, townhouses and semi-detached units but specifies that the majority of units must be single unit dwellings. The density is limited to six units per acre.

Criteria from the Bedford MPS will be used when reviewing the proposal. The proposal will be sent to various departments for comment.

Presentation - Kevin Neatt

Mr. Neatt showed an overview of the Bedford South Master Plan Area. The development agreements for Neighbourhoods A, B and C have been approved. This proposal is for a portion of Neighbourhood D.

The process for this master plan began about five years ago and development has kept to the plan. The proposal includes 37.5 acres of development in Neighbourhood D. One of the reasons Neighbrouhood D was divided into two sections is because of stormwater drainage.

The detailed proposal was shown. In order to prevent shortcutting, it was decided to have three cul-de-sacs with parkland in between instead of connecting the roads. The single family units have 40 to 50 feet of road frontage. The plan shows approximately 200 units in total. The flavor of the development has already been established in the area and the intent is to maintain the same throughout. There is approximately 7.5 acres of parkland with a blaze trail to connect for walkability.

Mike Hanusiak

This plan reflects maintaining at least 50 feet of non-disturbance area adjacent to the homes on Oceanview Drive and surrounding area. In saying that, there is a fair amount of hurricane damage that has to be cleaned up.

This plan is very similar to the plan that was presented about five years ago. There is no change in density. The entire 350 acres is rationalized and balanced.

4. Questions/Comments

Denis Dommer, Bedford, asked if the single family units are in the middle cul-de-sac. Mr. Neatt showed where the single family units are located.

Lewis McCarthy asked how long before development will start if this application is approved. Mr. Neatt believes it would be approximately six months for the approval process. If all goes well, it may be approved in June, 2008. The plan is to begin construction immediately upon approval at Road 14 (shown on overhead) which would house approximately 52 to 55 units.

Elaine Loney, Bedford, asked what would be built first, single unit dwellings or townhouses. Mr. Neatt said single family units will be at the beginning of Road 14 until it intersects at Road 13. The rest of Road 14 will consist of townhouses.

A representative from Royal LePage asked why single family units will be constructed at the beginning of the street. Mr. Neatt said they worked on several configurations and this particular one works best for marketing. There is a clean break where Road 13 connects to Road 14 and it can be used to make the change to townhouses.

5. Closing comments

Mr. Driscoll and Mr. Neatt thanked everyone for coming to the meeting and expressing their comments and concerns.

6. Adjournment

The meeting adjourned at approximately 7:31 p.m.