

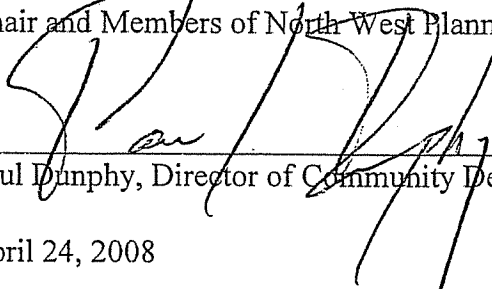
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PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

North West Planning Advisory Committee  
May 7, 2008

**TO:** Chair and Members of North West Planning Advisory Committee

**SUBMITTED BY:**   
Paul Dunphy, Director of Community Development

**DATE:** April 24, 2008

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

**ORIGIN**

Application by West Bedford Holdings Ltd. to permit a mixed residential community over a 250 acre parcel of land located to the south of the Hammonds Plains Road and to the east of the Atlantic Acres Industrial Park.

**RECOMMENDATIONS**

It is recommended North West Community Council:

1. **Recommend that Regional Council** give First Reading to the proposed amendments to the Bedford Municipal Planning Strategy presented in Attachment A and schedule a joint public hearing with North West Community Council;
2. **Recommend that Regional Council** approve the proposed amendments to the Bedford Municipal Planning Strategy presented in Attachment A;
3. **Recommend that Regional Council** establish funding under the Municipality's Capital Budget Plan for the construction of a regional trail system across the Bedford West lands; and
4. **Give Notice of Motion** to consider the proposed development agreement presented in Attachment B and schedule a joint public hearing with Regional Council.

**RECOMMENDATIONS CONTINUED ON PAGE 2**

**Contingent upon the adoption by Regional Council of the above Municipal Planning Strategy and those becoming effective under the *Municipal Government Act*, it is further recommended that the Community Council:**

1. Approve the proposed development agreement presented in Attachment B; and
2. Require the development agreement be signed within 120 days, or any extension thereof granted by the Community Council on request of the applicant, from the date of final approval of said agreement by the Community Council and any other bodies as necessary, whichever is later, including applicable appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

### **EXECUTIVE SUMMARY**

West Bedford Holdings Ltd. is seeking approval of a plan amendment and development agreement pertaining to sub-areas 3 and 4 of the Bedford West Secondary Planing Strategy (the Secondary Plan). The lands, illustrated on Map 1, encompass 250 acres to the south of the Hammonds Plains Road, immediately to the east of the Atlantic Acres Business Park.

The plan amendment request has been made to allow, in certain areas of the development, for single unit dwellings on smaller lots than that currently permitted under the Secondary Plan. Staff support this request as it is consistent with stated plan objectives to support varying housing needs and neighbourhood designs while ensuring functional and aesthetic considerations are protected. The amended provisions would only apply to the lands subject to this agreement.

The development proposal integrates parks and open space with a variety of housing types, institutional and community commercial developments. The development includes a component of a regional trail which will extend from the Clayton Park trail system to a new regional park at Jack's Lake. An opportunity is afforded under this agreement to construct this component of the trail at a relatively low cost. Terms in the agreement address policy matters pertaining to environmental protection, land development, parks and open space, provision of municipal services and phasing. No subdivision approvals can be granted until capital cost contribution charges have been approved by the Municipality and Halifax Water.

### **BACKGROUND**

In 2006, Regional Council approved the Bedford West Secondary Plan (the Secondary Plan) which provided guidance for the development of a new community on the west side of the Bicentennial Highway in the vicinity of the Hammonds Plains and Kearney Lake Roads. The strategy included objectives and policies pertaining to environmental protection, municipal services and land use.

The Secondary Plan Area is divided into 12 sub-areas which are illustrated on Map 1. West Bedford Holdings Ltd., a joint venture between Cresco Developments Ltd. and Clayton Developments Ltd., has applied to enter into a development agreement for a portion of sub-area 3 and sub-area 4. The

lands which encompass approximately 250 acres are illustrated on Schedule A of the draft agreement (Attachment B). The other portion of sub-area 3 which is not subject to the agreement encompasses approximately 170 acres abutting the Hammonds Plains Road which is dedicated to a business campus. Development of business uses within the campus are permitted in accordance with zoning provisions and subject to site plan approval.

The Plan Amendment Request:

The applicant has requested to amend the minimum lot frontage and area requirements for single unit dwellings established by the Secondary Plan from 40 to 34 feet and 4,000 to 3,400 square feet respectively. In support of this request, a submission by the applicant provided the following rationale:

*"In today's market place, it is challenging to provide an affordable single family home. Those people who cannot afford a single family only have an option of a less expensive townhouse or condominium. We believe there is a gap in the marketplace between the townhouse homes and the single family homes. We see the need to bring on a more affordable single family home, on a smaller lot. In order to achieve this, we need to be able to provide a smaller lot.*

*Although the Bedford West Secondary Planning Strategy minimum allowable lot size is forty feet, we are proposing to develop a 34 foot wide lot with a 22 foot wide unit and six foot side yards. As Schedule "H" illustrates (presented as Attachment C to this report), we are essentially taking the same unit from the townhouses and placing it on its own single lot.*

*With proper attention to detail, this could be an attractive product. Each unit would have an enclosed garage, underground secondary electrical and additionally, the home would be setback twenty-five feet from the right of way. In our opinion, these measures would alleviate a congested feel that are sometimes present in small lot developments. We would like to further discuss this with staff to determine the merit of amending the Bedford West Secondary Planning Strategy to allow for a limited number of 34 foot wide lots."*

At the September 11, 2007 meeting of Regional Council, a motion was approved to initiate the process to consider this plan amendment request.

The Development Proposal:

A mixture of residential, institutional, community commercial, parkland and open space uses are proposed in accordance with the Land Use Plan presented as Schedule B to the agreement. Plans illustrating municipal services, parkland dedications and trails and development phasing are found in Schedules C to J of the agreement.

A total of 1,750 housing units are proposed over 250 acres of which approximately 50 % are proposed within multi-unit buildings, 25 % townhouse or semi-detached units and 25 % single unit

dwelling. West Bedford Holding has estimated that 74 single unit dwellings would be constructed on the smaller lots requested. The locations are illustrated on Schedule B.

Two sites are proposed for community commercial developments and two sites are reserved for institutional developments. Twenty percent of the area is reserved for parkland and open space.

A vast majority of the lands subject to this agreement are designated for residential development by the Secondary Plan. A small portion of this development encroaches into the Mixed Use Business Campus Designation (the Business Campus Designation corresponds with the Business Campus Zone shown on Map 2). Policy BW-37 of the Secondary Plan allows for residential developments within the Business Campus Designation by development agreement.

Residential designations are permitted to have a gross density of six units per acre within each sub-area. The allocation can be increased to seven units per acre provided that the number of dwelling units is reduced by an equal number in another sub-area so that the overall density of 6 units per gross acre is maintained.

The applicant has requested to be permitted to develop up to seven units per acre in sub-areas 3 and 4, resulting in a total of 1,750 housing units, provided that development agreements are approved for subsequent phases which would reduce the required number of units needed to maintain the overall density target in accordance with Policy BW-16.

## **DISCUSSION**

### **Request to Amend the Minimum Lot Frontage and Lot Area for Single Unit Dwellings:**

Existing objectives and policies of the Secondary Plan which have bearing on this request are cited as follows:

#### *Objectives:*

- *to support and integrate housing opportunities for a variety of income levels, lifestyles and age groups.*
- *to foster individual neighbourhood identities with attractive streetscapes with distinctive architectural and landscaping themes.*
- *to encourage innovative design with clearly defined performance criteria.*
- *to provide an effective integration with established neighbourhoods and to provide for adequate buffers from abutting commercial and residential developments.*

*Policy BW-24:*

*To facilitate a variety of housing types and achieve both the overall density and open space allocations envisioned by the Regional Plan, consideration may be given to varying development standards established under the Bedford Municipal Planning Strategy and Land Use By-law. More specifically standards pertaining to lot area, lot frontage, lot coverage, setbacks and building height may be varied to reflect the uniqueness of each Sub-Area, the market being targeted and the theme of that Sub-Area.*

*Policy BW-32:*

*The following matters shall be considered for all development agreement applications within a Residential Neighbourhood Designation shown on Schedule BW-7:*

- (h) single unit dwelling lots have a minimum street frontage of 40 feet, a minimum area of 4,000 square feet, a minimum side yard of 4 feet, and a minimum separation of 12 feet between buildings;*

In the opinion of staff, the applicant's request could further the objective of supporting affordable housing without compromising any others. Integration with established neighbourhoods is not an issue as there are none within close proximity to the applicant's lands and design standards could be established to support innovative design and distinctive neighbourhoods while addressing aesthetic and functional requirements.

Staff would therefore recommend amending policy BW-24 to require that the development agreement address any functional and aesthetic issues arising if land use by-law standards are to be varied. The proposed policy BW-32A would limit application of the reduced frontage and area requirements to Sub-areas 3 and 4. If the community is satisfied with the outcome, consideration may be given to making similar provisions in future development areas.

To ensure sufficient off-street parking, the development agreement would require that single unit dwellings on the smaller lot sizes, as well as townhouses, have a garage with sufficient width for one parking space within the dwelling (refer to Sections 3.5.1 and 3.5.4 of the agreement). The driveway would have sufficient length to allow for the storage of an additional vehicle between the front lot line and the residence. A maximum driveway width of 12 feet is established so that the front yard does not become overly paved and sufficient space is provided for in front of each residence to allow for one additional curb side parking space.

In the opinion of staff, these conditions would ensure that there is sufficient parking for each residence while not allowing parking to dominate the streetscape.

The Development Agreement:

An evaluation of the development proposal and terms of the agreement against the policy criteria of the Secondary Plan is presented as Attachment D. The main points in support of this application are summarized as follows:

*Environmental Protection:*

- a master stormwater management plan and water quality monitoring program have been prepared, reviewed by the Bedford Watershed Advisory Committee and incorporated into the development agreement (see Sections 4.5.2, 5.2.1 and 5.3).
- watercourses on the property, including a major wetland adjacent to the Bicentennial Highway, have been identified and the abutting lands have been designated as non-disturbance areas on properties to be privately owned or are to be dedicated to the Municipality for parkland (see Schedule B and Sections 3.7, 5.2.2).
- a tree replanting program is mandated in accordance with the directive of the Secondary Planning Strategy (Section 3.5.10).

*Municipal Services:*

- the design of the sewer and water systems have received a recommendation of approval from the municipal approvals engineer and Halifax Water.
- a series of sidewalks, walkways and secondary trails will be constructed by the applicant at the locations shown on Schedule C of the agreement.
- a 3 metre (9.8 foot) wide multi-purpose trail is also proposed along the collector roads. This trail is proposed as part of a regional trail system that will extend from the existing trail system in Clayton Park to a regional park planned at Jack's Lake on the north side of the Hammonds Plains Road. Under the agreement, the Municipality is being requested to cost-share in the construction (see Budgetary Implications section of this report for further elaboration).
- no subdivision approvals will be granted until capital cost contributions have been approved for road upgrades by Regional Council and for sewer and water upgrades by Halifax Water (Section 3.2.1).

*Land Use:*

- parkland dedications for active and passive uses have been located to serve the community and preserve natural features (see Schedule D). The dedications conform with the selection guidelines of the Regional Subdivision By-law and the total area provided exceed the by-law requirements of ten per cent of the lands being subdivided.

- a variety of housing types are provided and integrated with institutional and community commercial sites to serve the community.
- multi-unit housing, institutional and community commercial developments are located on larger lots with frontage on the community collector roads. This pattern allows for reduced numbers of driveways which provides efficient traffic movement and an increased spacing between buildings which allows for a spacious environment. Lower density developments have frontage on local streets which are designed to preclude short cutting and excessive speeds.

*Public Participation:*

A public meeting was held on July 4, 2007 to consider both the plan amendment request and the development agreement application. The minutes of the meeting are presented as Attachment E. If Regional Council and the Community Council schedule a public hearing for this application, public notices will be placed in the newspaper and property owners within the notification area will be contacted individually. The notification area is identified on Map 2.

Bedford Waters Advisory Board reviewed the proposed master stormwater management plan and water quality monitoring program at meetings held on December 12, 2007, January 9, 2008 and February 27, 2008. The Board recommended approval subject to the following matters being addressed in the agreement:

1. The Developer prepare a Best Practices Guide for the homeowner's use;
2. Results of the water quality tests be provided to BWAB;
3. The Development Agreement include an enforcement clause that will ensure compliance, (i.e. similar to what was put in the Morris Lake Development ).
4. the threshold values for total phosphorous in Paper Mill Lake be set at 10 micrograms per litre and the threshold for fecal coliform be set at two hundred (200) counts (MPN) per 100ml at any location for the arithmetic mean of measurements taken within a given calendar year or four hundred (400) counts (MPN) per 100ml for any single measurement
5. a testing protocol program between HRM and West Bedford Holdings be created covering locations, frequency, and content; and that it include a legacy contribution, and that negotiations continue for further contributions for testing in the event an emergency arises.

Recommendation 2 to 5 have been included as terms of the development agreement. The enforcement of the first recommendation under an agreement would not be practical. The Developer, however, has made a commitment to the Board to voluntarily implement this recommendation.

The motion of BWAB also expressed concern regarding the ability of CDS (Continuous Deflective Separation) units to accomplish its function in regard to phosphorus removal and that the Community Council and staff take note of its implementation.

## **BUDGET IMPLICATIONS**

### *Capital Cost Contribution:*

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

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

### *Cost Sharing Proposal - Regional Trail*

Staff have also proposed that Council establish funding under the Capital Budget Plan to cost share in a multi-purpose trail which is to form part of a regional trail system. The Municipality would pay the developer for the difference in construction cost of a 3.0 metre wide asphalt multi-purpose trail over that of a 1.8 metre (5.9 foot) wide concrete sidewalk along the length of the collector roads. The Developer would normally be required to construct the 1.8 metre wide sidewalk but the Municipality would not be required to provide financial compensation for the additional metre of road right-of-way needed to accommodate the multi-purpose trail.

The estimated cost to the Municipality in 2008 dollars is \$390,000. More detailed estimates would be provided at the time subdivision plans are submitted with sufficient detail to allow verification by staff (see Section 4.3.2 of the development agreement). The work is expected to be completed in phases over a nine year period.

In the opinion of staff this proposal apportions costs fairly between the parties and provides a good opportunity to implement a municipal policy of extending a regional trail system to Jack's Lake at a reasonable cost.



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In the opinion of staff this proposal apportions costs fairly between the parties and provides a good opportunity to implement a municipal policy of extending a regional trail system to Jack's Lake at a reasonable cost.

## **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**

### **Regional Council:**

1. Council could approve the amendments to the Bedford Municipal Planning Strategy and Land Use By-law presented as Attachment A to this report. This is the staff recommendation.
2. Council may choose to direct staff to prepare alternative amendment. Substantive amendments may require another public hearing be held before approval is granted.
3. Council could reject the proposed amendments and direct that no further consideration be given to allowing single unit dwellings on lot frontages of less than forty feet and lot areas less than 4,000 square feet. In this event, the development agreement would have to be renegotiated to conform with the current policy.
4. Council could agree to establish funding under the capital budget plan to cost-share in the construction of the multi-purpose trail proposed under the development agreement. This is the staff recommendation.
5. Council could direct that no further consideration be given to cost-sharing of the multi-purpose trail. In this event, an alternative route would have to be found before the development agreement could be considered by the Community Council in order to ensure conformity with the policy requirement for a regional trail.

### **North West Community Council:**

If the amendments to the Bedford Municipal Planning Strategy are approved by Regional Council and become effective:

1. The Community Council may approve the proposed agreement. This is the recommended course of action.
2. The Community Council may choose to approve the proposed development Agreement subject to modifications. Such modifications may require further negotiations with the applicant and revisions to the schedules attached to the Agreement.

3. The Community Council may choose to refuse the proposed development agreement, and in doing so provide reasons based on conflict with existing Municipal Planning and Secondary Planning Strategy policies. This is not recommended for the reasons stated in this report.

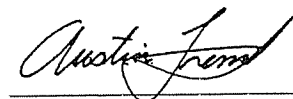
## ATTACHMENTS

- Map 1: Bedford West Secondary Plan Area by Sub-Areas  
Map 2: Zoning Map and Notification Area  
Attachment A: Proposed Amendment to the Bedford West Secondary Planning Strategy  
Attachment B: Proposed Development Agreement  
Attachment C: Proposed Small Lots presented in June 11, 2007 submission by Kevin Neatt of West Bedford Holdings Ltd. for a Development Agreement Application for Sub-areas 3 and 4 of Bedford West  
Attachment D: Policy Evaluation with Schedules BW-1 to BW-7 of the Bedford West Secondary Planning Strategy  
Attachment E: Public Meeting Minutes- July 4, 2007

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

Report Prepared by: Paul Morgan, Planner, Community & Regional Planning, 490-4482

Report Approved by: \_\_\_\_\_



Austin French, Manager of Planning Services, 490-6717

## **ATTACHMENT A: Proposed Amendments to the Bedford Municipal Planning Strategy**

The Municipal Planning Strategy for Bedford is hereby amended by:

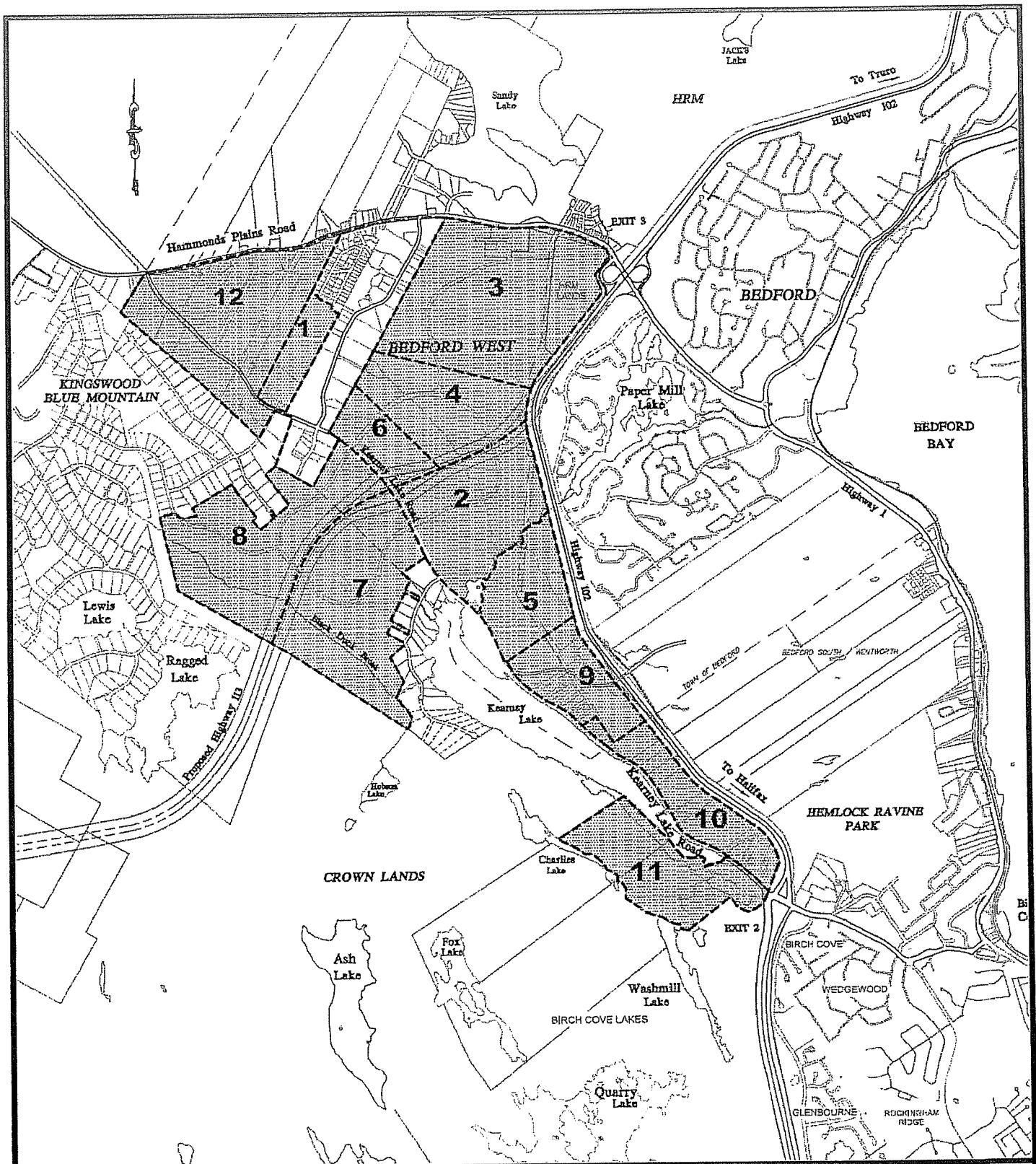
1. Adding the following sentence after the last sentence of policy BW-24:

*If required, terms may be incorporated in a development agreement to ensure functional and aesthetic objectives are achieved.*

2. Adding the following policy immediately after policy BW-32:

*Policy BW-32A:*

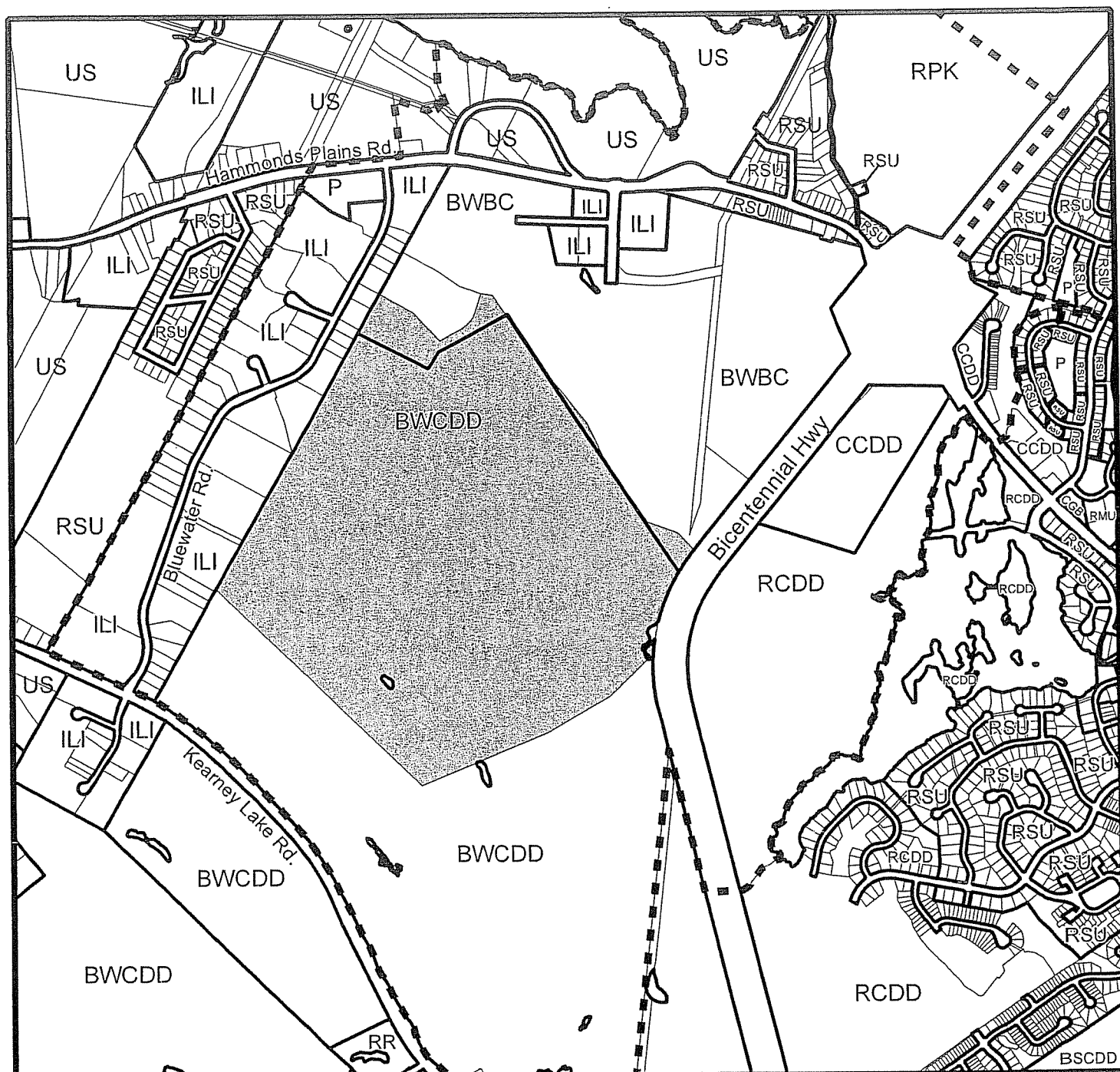
*Notwithstanding clause (h) of policy BW-32, within Sub-areas 3 and 4 of Schedule BW-6, single unit dwelling lots may be permitted on lots with a minimum street frontage of 34 feet, a minimum area of 3,400 square feet, a minimum side yard of 4 feet, and a minimum separation of 12 feet between buildings provided that each dwelling contains on-site parking for two vehicles with one being an enclosed parking space within the dwelling and consideration is given to policy BW-24;*



Map 1  
Sub-Areas of Bedford West Secondary Planning Strategy

**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services





## Map 2 Zoning



Lands Subject to Development Agreement



Notification Area

**HALIFAX**  
REGIONAL MUNICIPALITY  
Community Development  
Planning Services

RSU Single Dwelling Unit Zone  
US Urban Settlement Zone  
ILI Light Industrial Zone  
P Park Zone  
RPK Regional Park Zone

BWBC Bedford West Business Campus Zone  
BWCDD Bedford West Comprehensive Development District Zone  
RR Residential Reserve Zone  
RCDD Residential Comprehensive Development District



200 100 0 200 400 600 800  
Meters

ATTACHMENT B

THIS AGREEMENT made this                      day of, 2008,

BETWEEN:

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

OF THE FIRST PART

-and-

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

OF THE SECOND PART

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

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

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

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

## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

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

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

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

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

### **1.4 Conflict**

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

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



## 1.5 Costs, Expenses, Liabilities and Obligations

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

## 1.6 Provisions Severable

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

## PART 2: DEFINITIONS

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

2.2 In this Agreement, unless the context otherwise requires:

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

## **PART 3 USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **3.1 SCHEDULES**

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

The Schedules are:

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

### **3.2 SUBDIVISION**

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

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

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

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

### **3.3 REQUIREMENTS PRIOR TO APPROVAL**

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

- (f) a security for erosion and sedimentation control measures has been provided in accordance with the requirements of Section 5.1.2;
- (g) certification of the subdivision grading plan has been provided in accordance with the requirements of Section 5.2.1; and
- (h) if required, a financial security for completion of the water quality monitoring program has been posted in accordance with the requirements of Clause 5.3.1 (e).

3.3.2 No municipal development permit shall be granted unless:

- (a) a lot grading plan has been prepared in accordance with the requirements of Sections 5.2.2 and 5.2.3 of this Agreement and the plan has been approved by the Engineer; and
- (b) a landscaping plan has been prepared by a Professional Landscape Architect in accordance with the requirements of Section 3.8.

3.3.3 No construction permit shall be granted unless the Developer has completed the Municipality's MICI (Multi-unit/Industrial/Commercial/Institutional) process for any multi-unit, commercial or institutional development.

3.3.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3.5 No Occupancy Permit shall be granted:

- (a) for any multi-unit, commercial or institutional development unless a certification has been received from a Professional Landscape Architect in accordance with Section 3.8 of this Agreement;
- (b) trees have been planted or a security provided in accordance with the requirements of Clause 3.5.10; and
- (c) lot grading approval has been received or financial security provided for completion of the work in accordance with Section 5.2.4.

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

### 3.4 GENERAL DESCRIPTION OF LAND USE

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

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

### 3.5 DETAILED PROVISIONS FOR LAND USE

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

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

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

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

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

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

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

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

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

- (d) Maximum lot coverage: 35%
  - (e) Maximum building height: 9.14 metres (30 feet)
  - (f) Maximum driveway width: 3.65 metres (12 feet)
  
  - (g) each dwelling shall be served with a hard surface driveway that extends from the street curb cut to the front facade of the building and a parking space for an automobile in the dwelling measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length.
  
  - (h) the development conforms with the architectural design criteria for townhouses under Schedule L.
- 3.5.5 No subdivision approval or municipal development permit shall be granted for any designated “institutional” development except in accordance with the provisions and requirements of the Institutional (SI) Zone of the Land Use By-law.
- 3.5.6 No subdivision approval or municipal development permit shall be granted for any designated “multiple” development except in accordance with the following provisions:
- (a) Minimum lot frontage: 30.48 metres (100 feet) in Phases 1 to 7
  - (b) Minimum lot frontage: 18.29 metres (60 feet) in Phase 8
  - (c) Minimum lot area: 929 square metres (10,000 square feet)
  - (d) Minimum front yard: 4.57 metres (15 feet)
  - (e) Minimum flankage yard: 4.57 metres (15 feet)
  - (f) Maximum lot coverage: 35%
  - (g) Building shall conform with the height restrictions shown on Schedule B;
  - (h) the minimum rear or side yard shall be the greater of 6.10 metres (20 feet) or one half the height of the building; and
  - (i) underground parking shall be provided to satisfy a minimum of fifty percent (50)% of the parking requirements of the Land Use By-law.
  - (j) the development conforms with the architectural design criteria for apartment buildings under Schedule L.
- 3.5.7 No subdivision approval or municipal development permit shall be granted for any “community commercial” development except in accordance with the provisions of the Mainstreet Commercial (CAC) Zone of the Land Use By-law.

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

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

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

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

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



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

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

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

### **3.6 PARKLAND**

- 3.6.1 Parkland dedications shall substantially conform with the locations, dimensions and site preparation areas illustrated on Schedules D, I and I-1 with the final adjustments to configuration and grades of the site preparation areas to be agreed upon prior to subdivision approval being granted;
- 3.6.2 The secondary trails illustrated on Schedule C shall have a minimum width of 1.52 metres (5 feet) and surfaced with crusher dust and the detailed design specifications and location shall be agreed upon prior to subdivision approval being granted.
- 3.6.3 The Municipality agrees that fulfillment of the requirements of Clauses 3.6.1 and 3.6.2 of this Agreement shall be deemed to satisfy all park dedication requirements of the Subdivision By-law for any subdivision approvals sought within Sub-areas 3, 4 and 6, as illustrated on Schedule BW-6 of the Secondary Planning Strategy.

### **3.7 WATERCOURSE PROTECTION**

- 3.7.1 Except as required for safety reasons or to allow for the installation of a municipal service system or to allow for the construction of a trail or parkland facility, no lands shall be disturbed within the required setback from a watercourse as established by the Land Use By-law unless a management plan has been prepared by a qualified consultant and submitted to the Community Council for approval. The plan shall be submitted to the Waters Advisory Board for recommendation of approval prior to the Community Council making a decision.
- 3.7.2 Where a non-disturbance area is established over lots intended for development, the area shall be shown on a plan of subdivision as a non-disturbance area with a note on the plan that no vegetation or soils are to be removed or altered unless undertaken in accordance with a management plan approved pursuant to the requirements of this Agreement.

### **3.8 LANDSCAPING PLAN**

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

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

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

### **3.9 TEMPORARY DEVELOPMENTS**

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

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

## **PART 4 STREETS AND MUNICIPAL SERVICES**

### **4.1 General**

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

### **4.2 Off-Site Disturbance**

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

4.2.2 Nothing in this Agreement shall preclude the Developer from:

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

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

### **4.3 Streets**

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

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

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

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

#### **4.4 Water Distribution System**

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

#### **4.5 Sanitary Sewer System and Storm Drainage System**

- 4.5.1 The sanitary sewer system and the storm drainage system shall conform with the Design Guidelines, unless otherwise acceptable to the Engineer.
- 4.5.2 A qualified consultant shall provide professional certification that the storm drainage system conforms with the recommendations of the Master Stormwater Management Plan.
- 4.5.3 Where the Developer proposes to incorporate Kearney Lake, Kearney Lake Run or Paper Mill Lake into the storm drainage system serving the Lands, the Developer shall secure all, permissions, permits and approvals as may be required from the Province and the license holder of the dams on Kearney Lake and Paper Mill Lake and the Developer agrees that nothing in this Agreement obligates the Municipality or the Water Commission to assume any responsibility for the ownership or maintenance of the dams on Kearney Lake or Paper Mill Lake or any other component of a storm drainage system that is not located with the boundaries of the Lands.

- 4.5.4 No subdivision approvals shall be granted in Phases 5 to 8 as shown on Schedule E of this Agreement unless:
- (a) the Engineer is satisfied that there is sufficient capacity remaining in the downstream sanitary sewer system; or
  - (b) the Developer has entered into an infrastructure charge agreement with the Municipality for the upgrading of the downstream sanitary sewer system.
- 4.5.5 As part of the Phase 5 subdivision approval, the Developer shall construct a sanitary forcemain and watermain from the head of the cul-de-sac to Bluewater Road in accordance with the layout and design agreed to with the Municipality under the Capital Cost Contribution Policy. The Municipality agrees to reimburse the Developer for the costs of this work in accordance the estimates established under the Capital Cost Contribution Policy.
- 4.5.6 The Developer agrees to maintain all public CDS units proposed for the storm sewer system for a minimum of three (3) years from the date of receiving subdivision approval for the development phase in which the CDS unit is located.
- 4.6 Solid Waste Facilities** - Within Multi-Unit, Commercial or Institutional Buildings  
The multi-unit buildings shall include a designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources. This solid waste storage area shall be screened from public view by means of opaque fencing or masonry walls with suitable landscaping.

## **5.0 ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Erosion and Sedimentation Control Plans**

- 5.1.1 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan for the development of the Lands. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented.
- 5.1.2 The Developer agrees to undertake all construction activities in accordance with the erosion and sedimentation control plan, unless otherwise directed by the Nova Scotia Department of the Environment and also agrees to assume sole responsibility for compliance with all

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

## **5.2 Subdivision and Lot Grading Plans**

- 5.2.1 Any Subdivision Grading Plan submitted for subdivision approval shall be certified by a qualified consultant that the plan conforms with the recommendations of the Master Stormwater Management Plan;
- 5.2.2 Any non-disturbance area established pursuant to Section 3.7 of this Agreement shall be shown on any lot grading plan submitted pursuant to the requirements of the Municipality's Lot Grading By-law.
- 5.2.3 The Developer shall prepare lot grading plans which comply with the Subdivision Grading Plan. Modifications to the site grading and proposed finished elevations may be approved by the Engineer. The Developer shall provide written confirmation of compliance that the lot has been graded in accordance with the lot grading plan and, where it has been determined that any lot grading has not been properly carried out, remedial or corrective measures shall be carried out by the Developer at it's cost.
- 5.2.4 No occupancy permit shall be granted unless the requirements of Section 5.2.3 have been satisfied or a security deposit for the completion of the work has been provided in accordance with the requirements of Part 6 of the Municipality's Lot Grading By-law

## **5.3 Water Quality Monitoring Program**

- 5.3.1 The Parties agree that a lake monitoring program shall be undertaken in conformity with the following requirements:
  - (a) the consultant shall be selected by the Municipality and the Developer agrees to pay for all required costs;

- (b) except as required by clause (d), monitoring shall be undertaken at each location shown on Schedule K three (3) times per year. Spring testing shall include the RCap-MS suite, Total Phosphorus, Total Suspended Solids, Fecal Coliform bacteria and Chlorophyll, plus standard field measurements (pH, oxygen, conductivity, temperature). Summer and Fall testing shall include the RCap suite (without MS), Total Phosphorus, Total Suspended Solids, Fecal Coliform bacteria and Chlorophyll, plus standard field measurements (pH, oxygen, conductivity, temperature);
  - (c) monitoring shall be undertaken at least one time at each location illustrated on Schedule K prior to any development activity being commenced within the upstream watershed of the Lands;
  - (d) in the event that threshold levels specified under clause 5.3.2 (b) are exceeded, the Municipality may direct the consultant to undertake further testing deemed reasonable to verify results;
  - (e) except as provided for by clause (f), the program shall be undertaken until two (2) years after subdivision approval has been granted for the final phase of development permitted by this Agreement and, prior to subdivision approval being granted for the final phase, the Developer shall post a security in an amount deemed sufficient by the Municipality to complete the monitoring program;
  - (f) where further development agreement applications are approved within the Paper Mill Lake watershed which require that a lake monitoring program be undertaken pursuant to the requirements of the Secondary Planning Strategy, the Parties agree that the Developer may seek amendments to the requirements of this Section in accordance with the provisions of Clause 6.1 (c) of this Agreement.
- 5.3.2 The Municipality will designate a person to administer the requirements of the Municipality under Section 5.3.1 and receive the test results of the monitoring program. The designate person shall submit the test results to the Developer, the Community Council and the Waters Advisory Board within:
- (a) three (3) months of being received from the consultant; or
  - (b) if any total phosphorous measurement exceeds ten (10) micrograms per liter or if the arithmetic mean of any fecal coliform measurement within a given calendar year exceeds two hundred (200) counts (MPN) per 100ml at any location or if any fecal coliform measurement exceeds four hundred (400) counts (MPN) per 100ml, the findings will be reported immediately to the Developer and to the Waters Advisory Board and the Community Council at the next scheduled meeting. The Municipality shall make all reports provided to the Waters Advisory Board and the Community Council available to the public.

## **PART 6: AMENDMENTS**

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

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 7.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 7.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Community Council.
- 7.3 In the event that construction on the lands has not commenced within 2 (two) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of the Community Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the pouring of the footings for the foundation.



- 7.4 If the Developer fails to complete the development or portions thereof, or after 10 (ten) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, the Community Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by the Community Council, the Developer's rights hereunder are preserved and the Community Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

#### **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 8.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer.
- 8.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) Where trees or other vegetation are removed in contravention to the requirements of section 3.7 of this Agreement, the Development Officer may direct that a site rehabilitation plan be prepared with measures including but not limited to, the replanting of trees or vegetation of a similar size, age, and appearance within the disturbed area. The property owner shall pay all expenses associated with preparing and undertaking the plan and shall submit the plan to the Waters Advisory Board for a recommendation of approval and to the Community Council for approval before being undertaken;
  - (b) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
  - (c) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the *Assessment Act*;

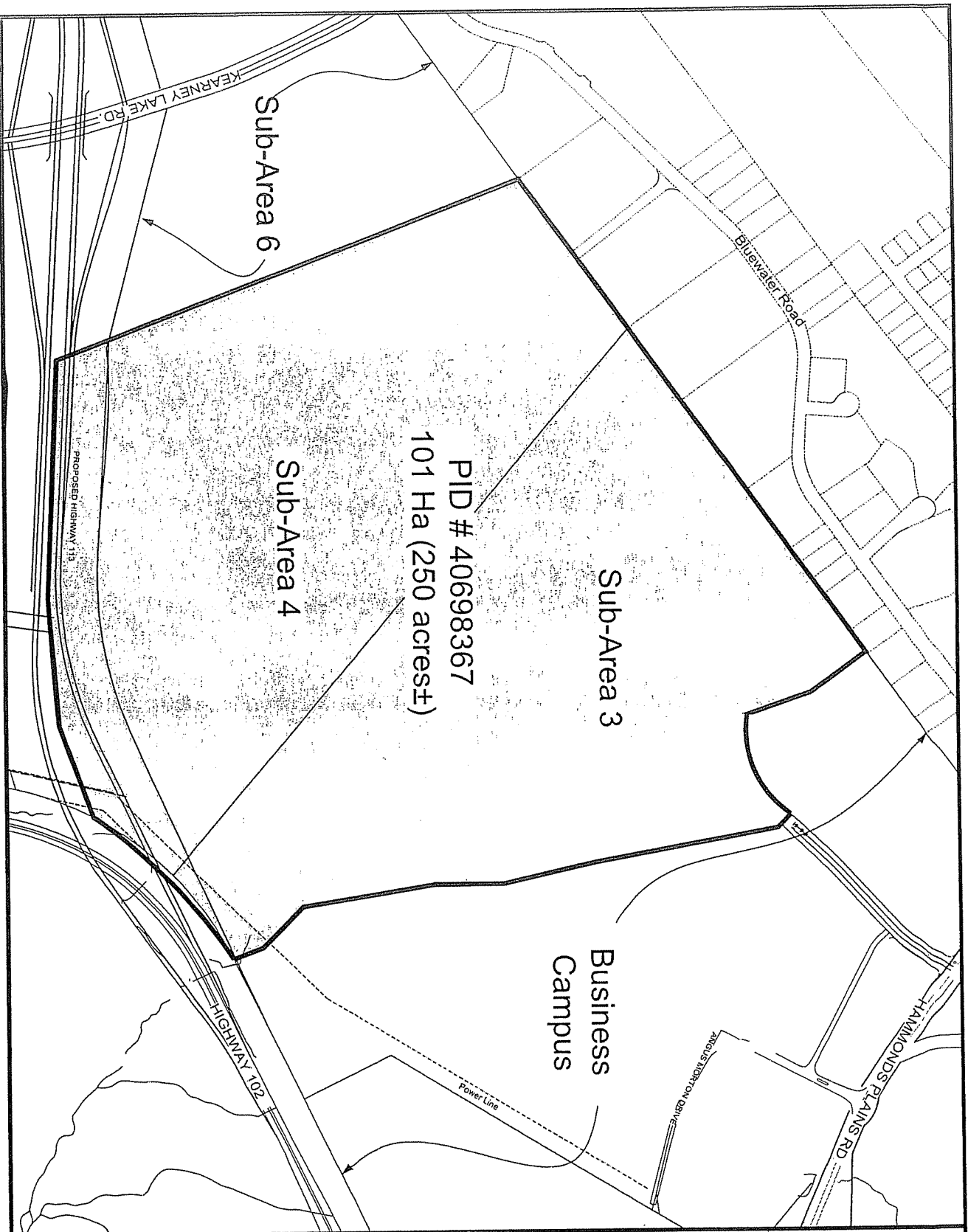
- (d) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and
- (e) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the *Municipal Government Act* or Common Law in order to ensure compliance with this Agreement.

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

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

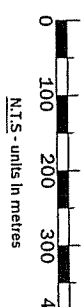
	) <b><u>WEST BEDFORD HOLDINGS LIMITED</u></b>
	)
	)
per: _____	) per: _____
	)
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per: _____	) per: _____

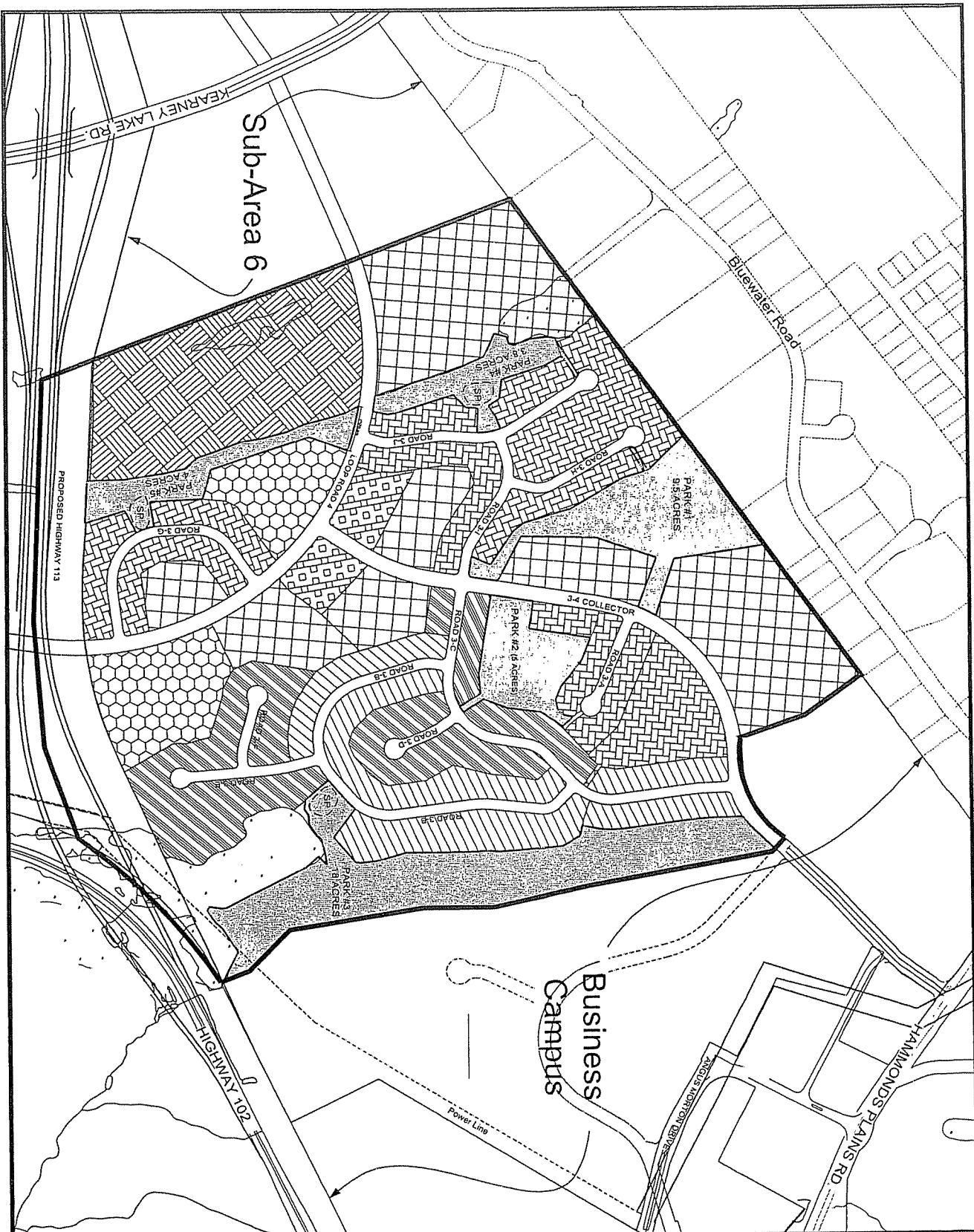
Sealed, Delivered and Attested	) <b>HALIFAX REGIONAL MUNICIPALITY</b>
by the proper signing officers of	)
Halifax Regional Municipality	)
duly authorized on that behalf	)
in the presence of:	)
per: _____	) per: _____
	) <b>MAYOR</b>
	)
per: _____	) per: _____
	<b>MUNICIPAL CLERK</b>



**THE PARKS**  
OF WEST BEDFORD  
EMBRACING NATURE. ENJOYING LIFE.

**Sub Areas 3&4**  
Jan 2008  
Development Area





**THE PARKS OF WEST BEDFORD**  
EMBRACING NATURE... ENJOYING LIFE

**Sub Areas 3&4**  
Feb 2008  
Land Use Plan

**SCHEDULE B**

**Legend:**

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

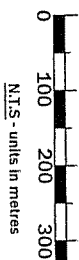
**Scale:** 0 100 200 300  
N.T.S. - units in metres

**North Arrow:** N

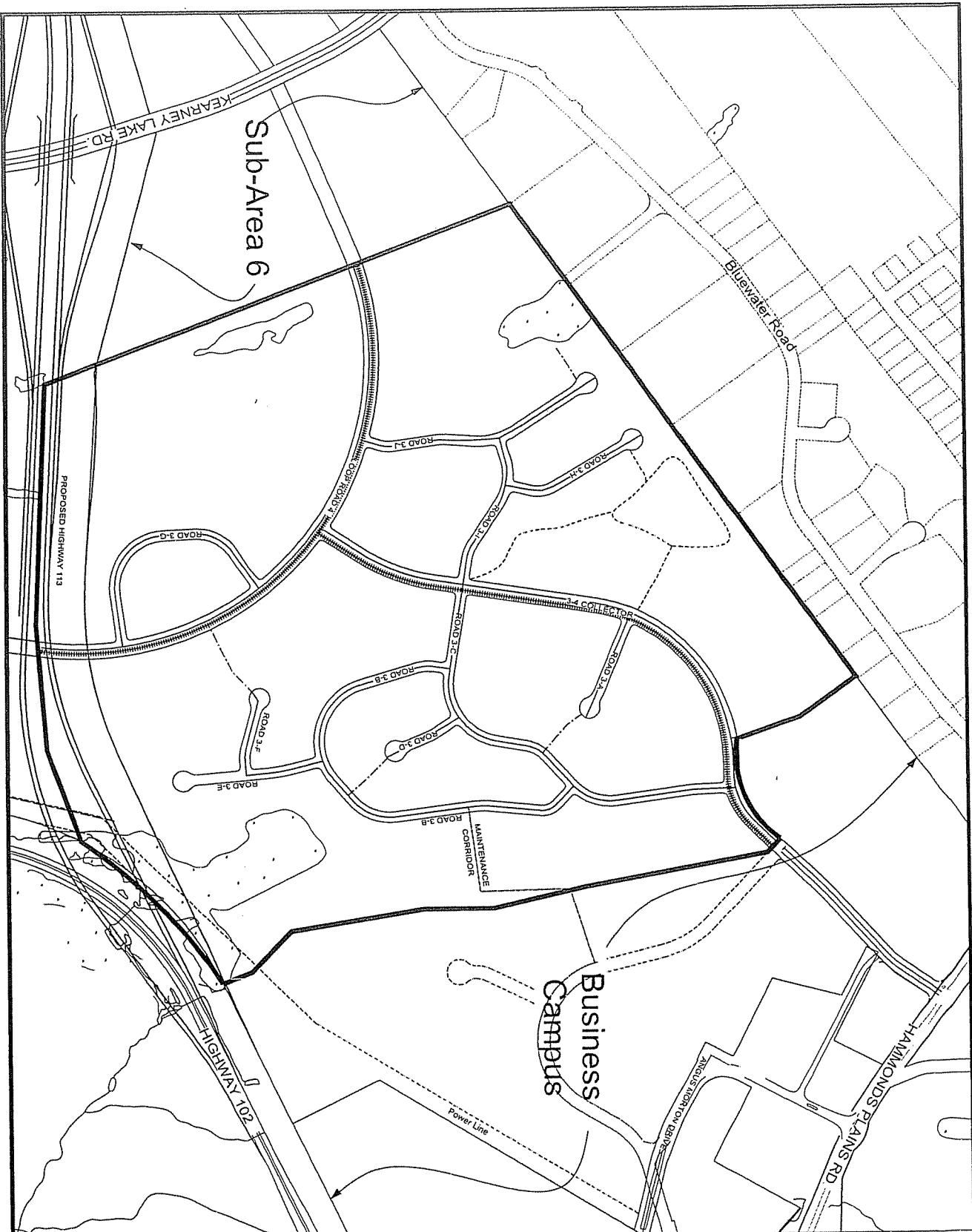


**THE PARKS  
OF WEST BEDFORD**  
EMBRACING NATURE. ENJOYING LIFE.

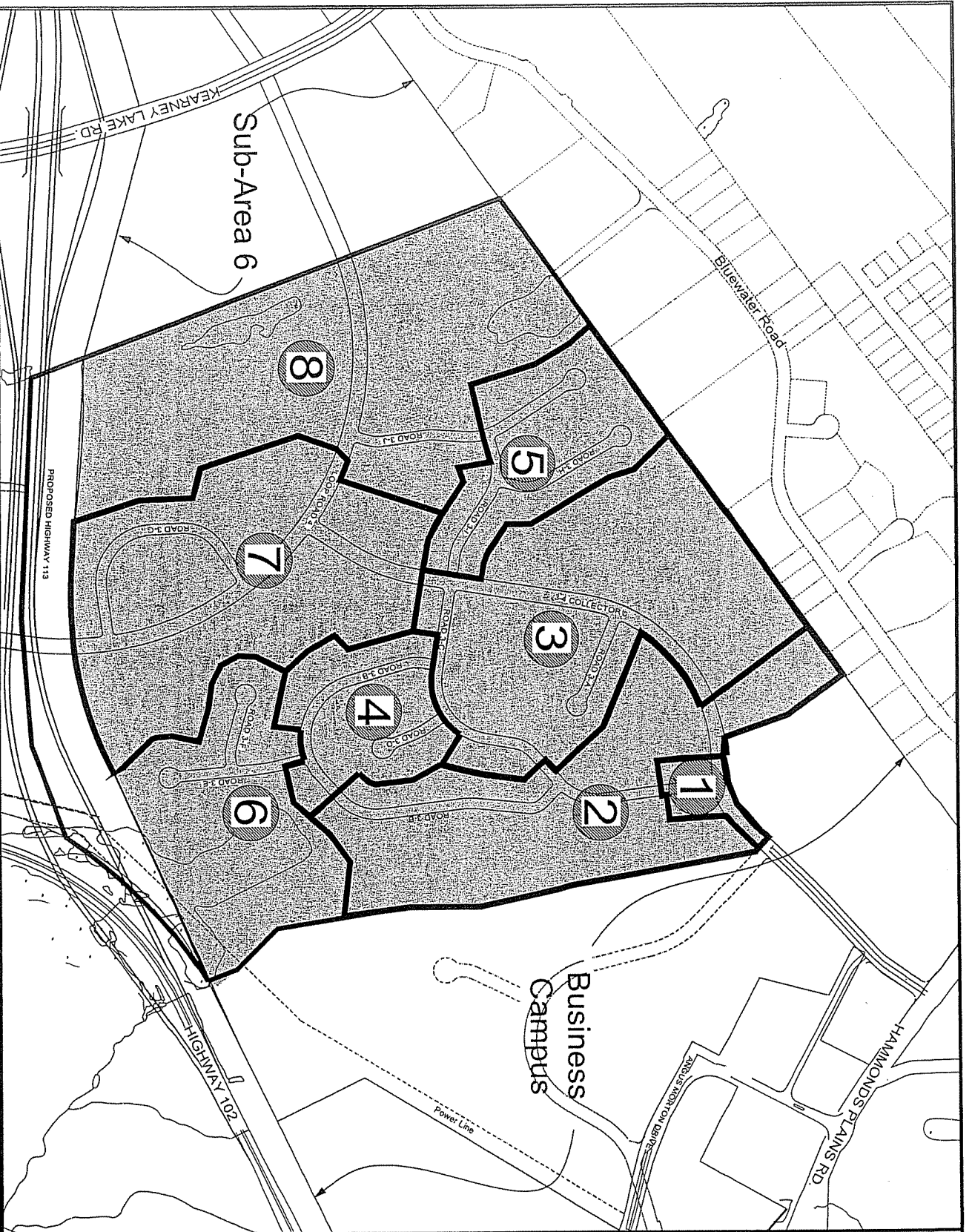
**Sub Areas 3&4**  
Jan 2008  
Streets, Sidewalks and  
Trails Plan



— SINGLE SIDEWALK  
- - - - - MULTI-USE TRAIL  
- - - - - WALKWAY  
- - - - - SECONDARY TRAIL



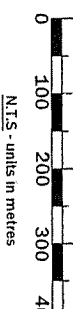


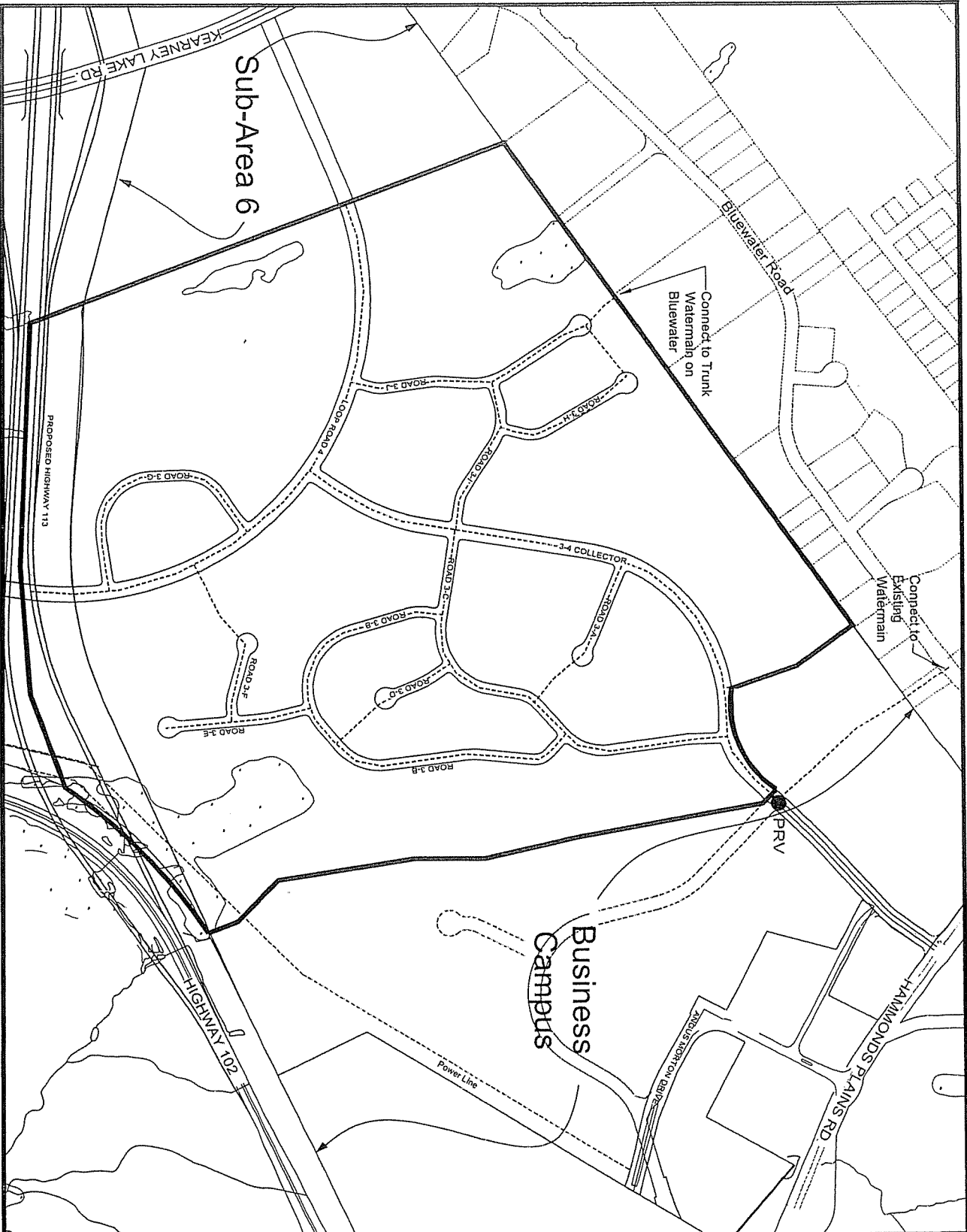


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### Sub Areas 3&4

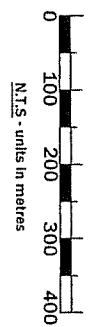
Jan 2008  
Phasing Plan





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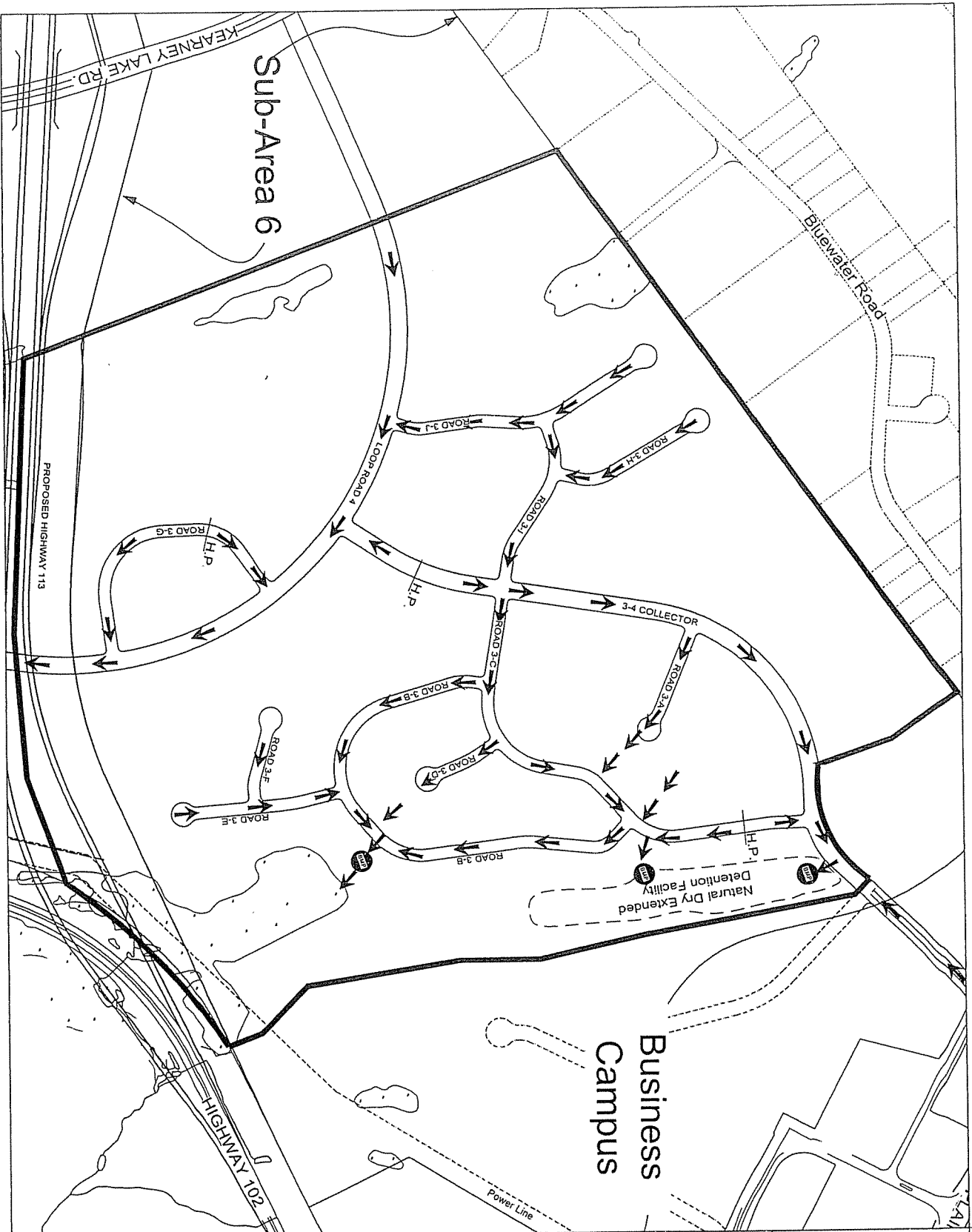
**Sub Areas 3&4**  
**FEB 2008**  
**Water Service Plan**



----- WATERLINE

SCHEDULE F





**THE PARKS**  
OF WEST BEDFORD  
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**Sub Areas 3&4**  
**FEB 2008**  
**Stormwater Plan**



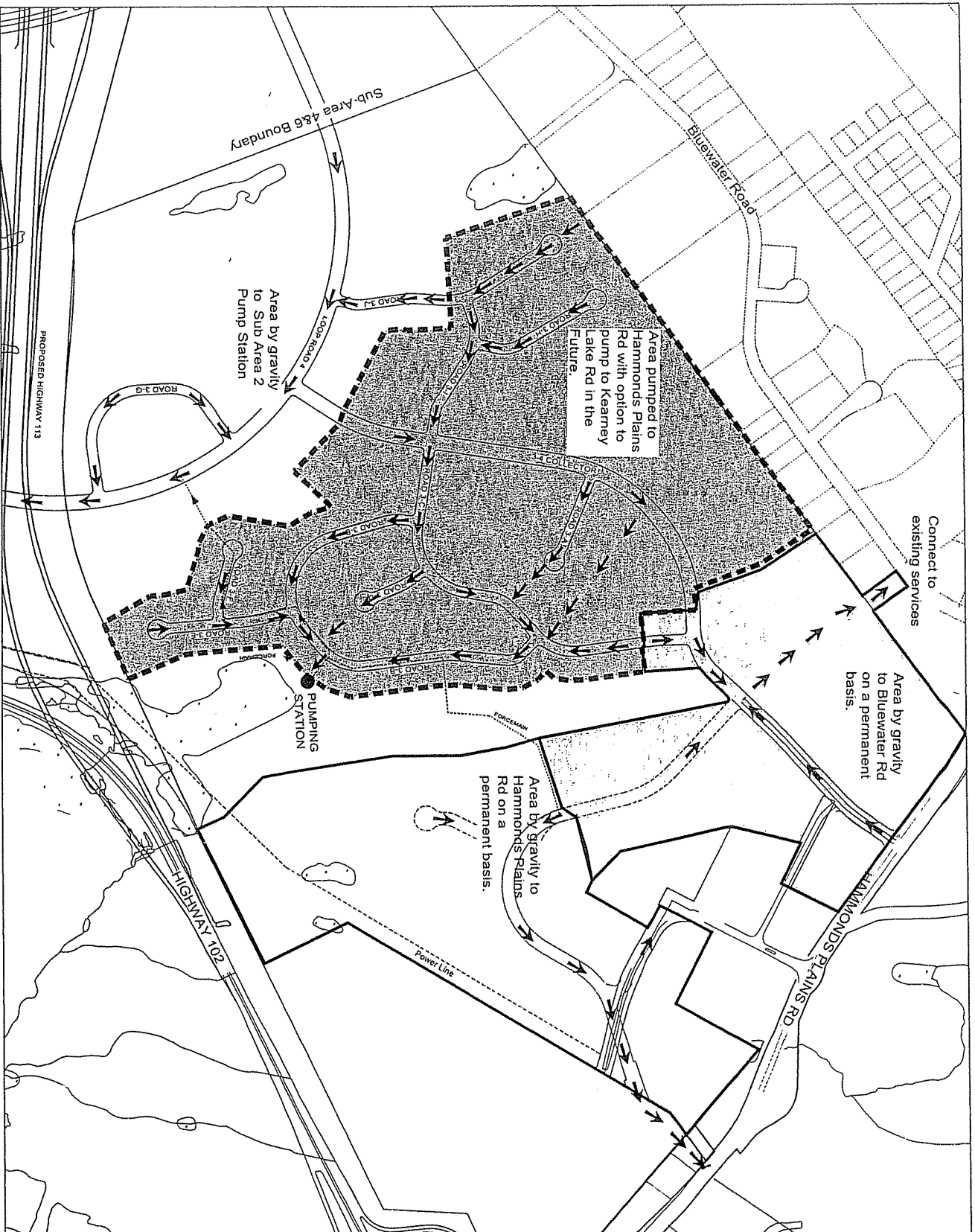
Stormwater  
Flow



Best Management  
Practice, per  
Stormwater  
Management Plan

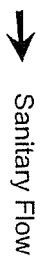
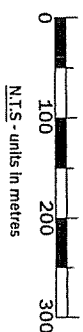
Note:

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



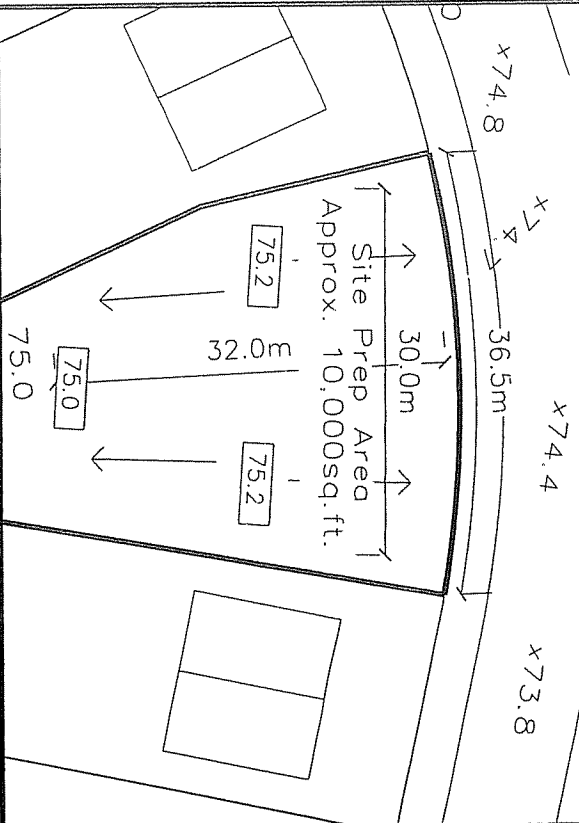
**THE PARKS**  
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**Sub Areas 3&4**  
**FEB 2008**  
**Sanitary Sewer Plan**

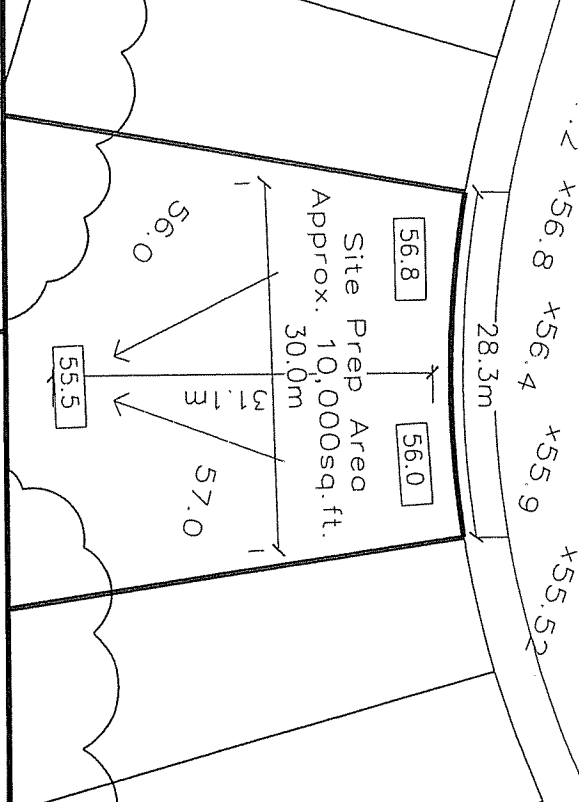


SCHEDULE H

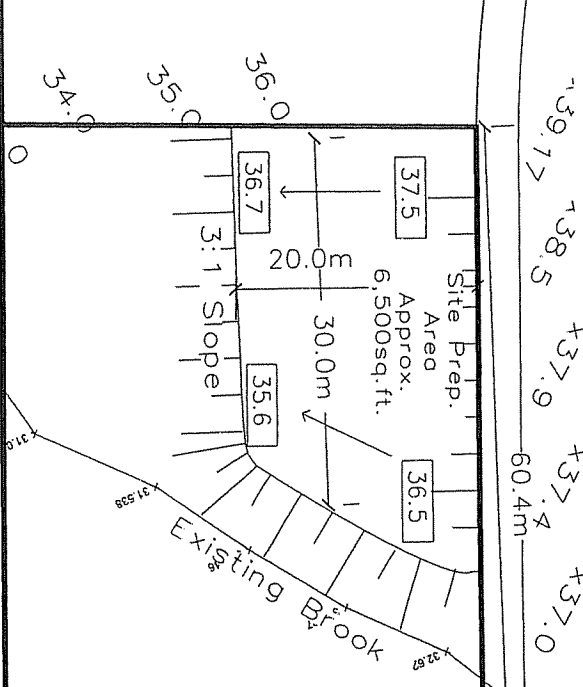
## SP-Park 4



## SP-Park 5



## SP-Park 3

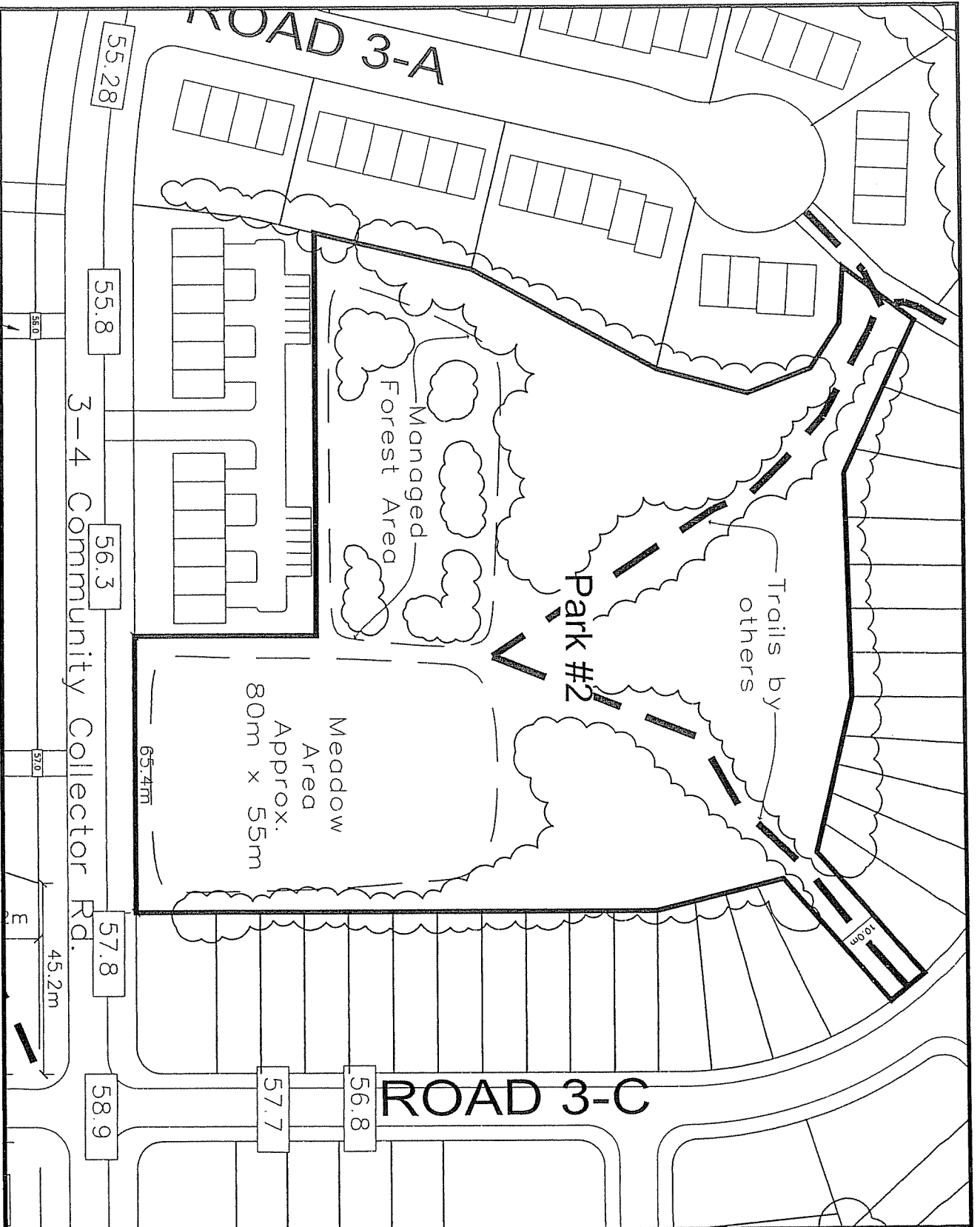


**THE PARKS**  
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**Sub Areas 3&4**  
Feb 2008  
Site Preparation Plan

N.T.S. - units in metres

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

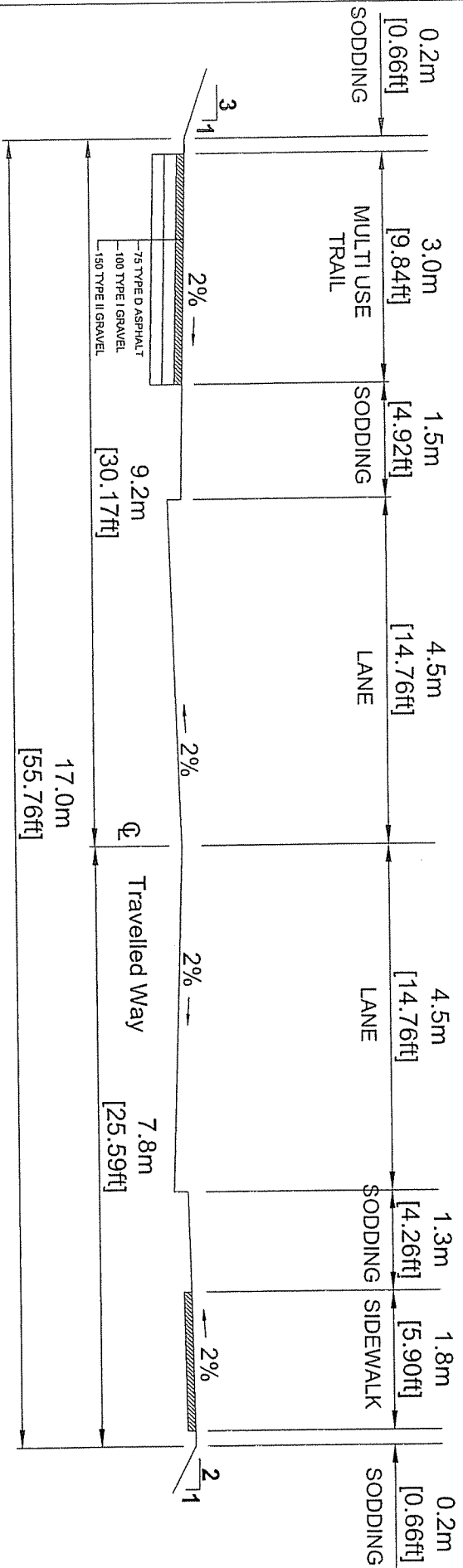


**THE PARKS**  
OF WEST BEDFORD  
EMBRACING NATURE ENJOYING LIFE

**Sub Areas 3&4**  
Feb 2008  
Site Preparation Plan

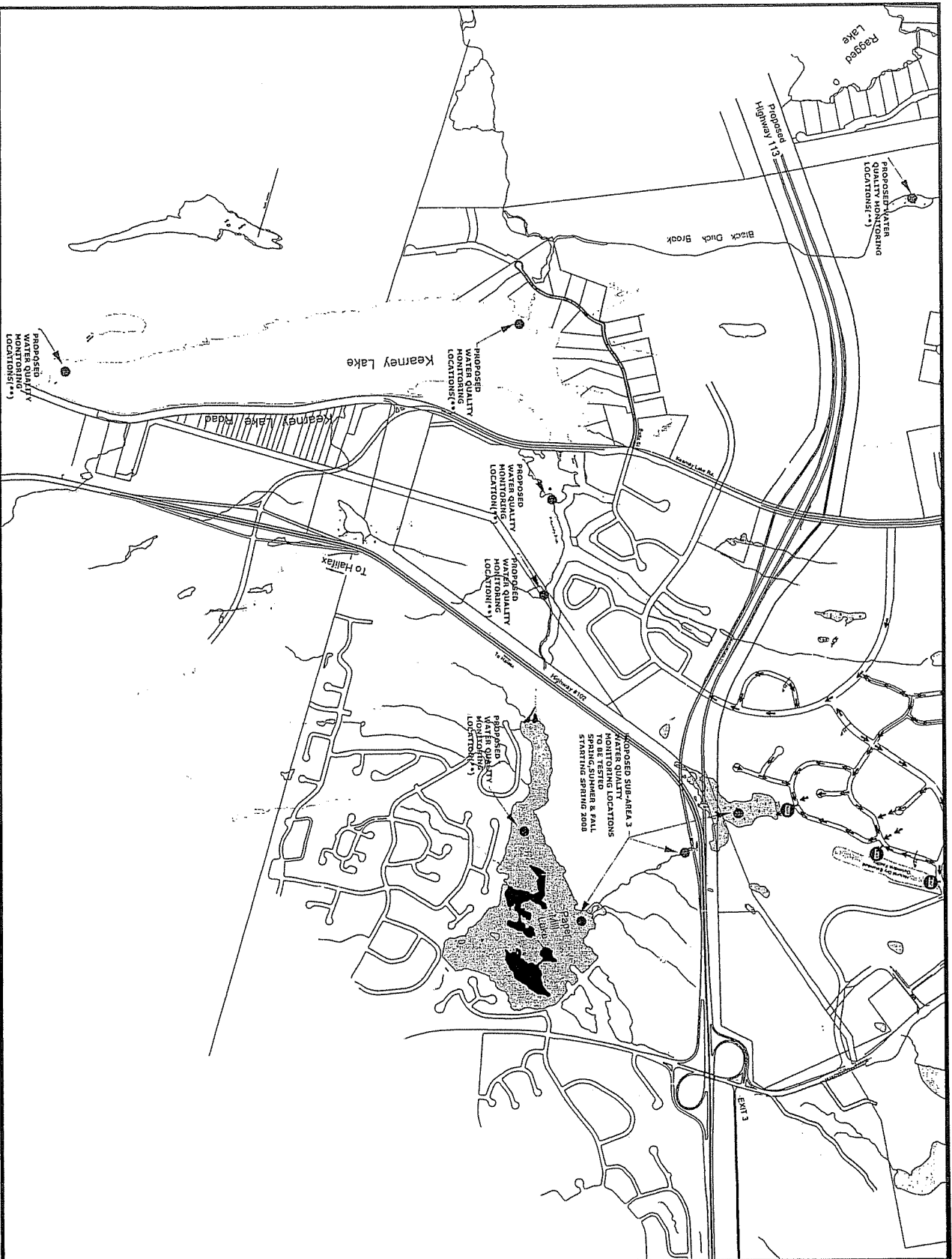
M.T.S - units in metres

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



# 17m URBAN MINOR COLLECTOR WITH MULTI-USE TRAIL

Jan 2008



**THE PARKS**  
OF WEST BEDFORD  
EMBRACING NATURE... ENJOYING LIFE

**WATER QUALITY  
MONITORING  
LOCATIONS AREA**  
3-4



**Schedule K**  
APRIL 1, 2008

→  
Stormwater  
Flow



Best Management  
Practice, per  
Stormwater  
Management Plan



Water Quality  
Monitoring Test  
Location

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

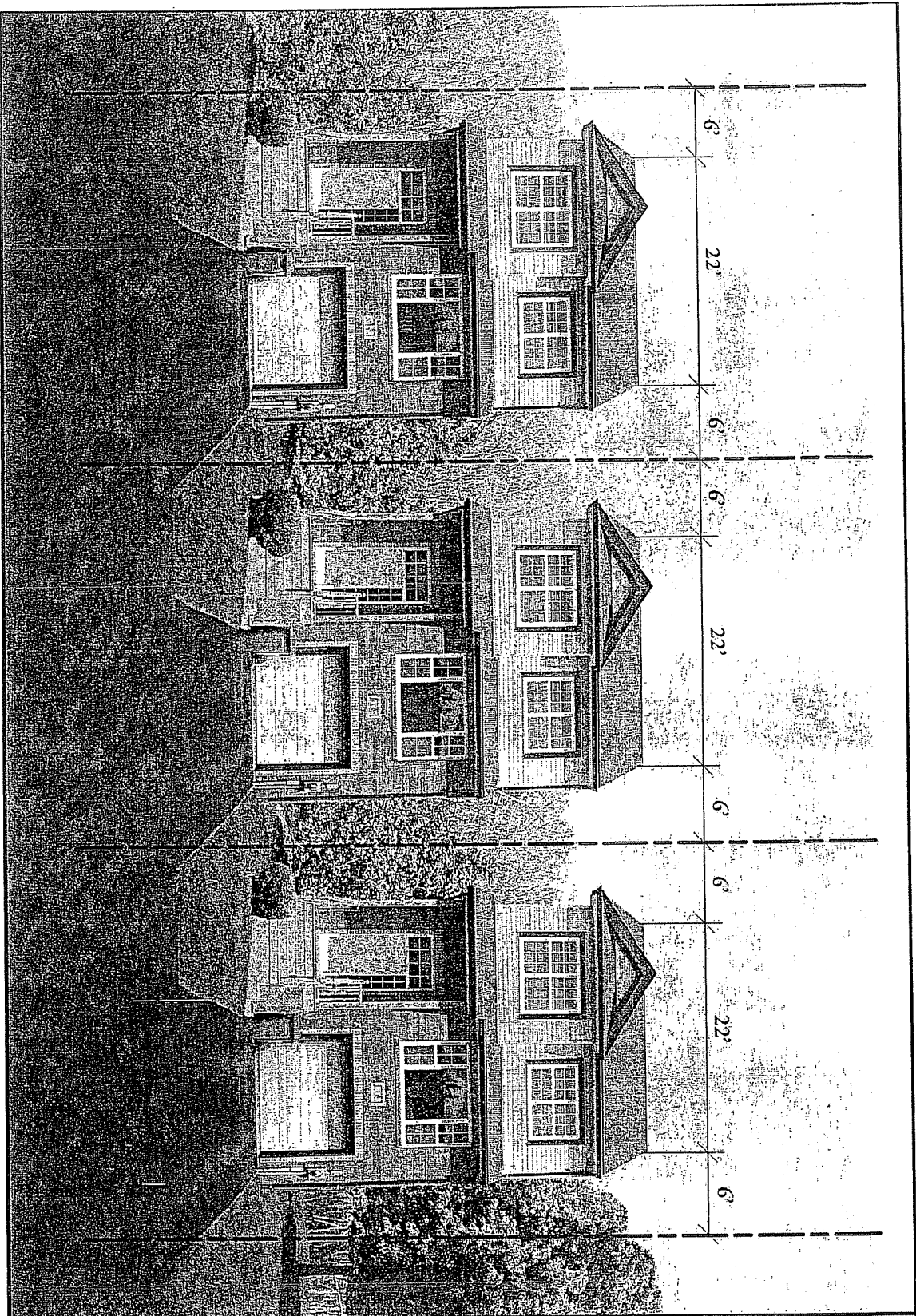
### **Schedule L: Architectural Design Criteria for Townhouses and Apartment Buildings**

All townhouse developments shall conform with the following design criteria:

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

Apartment building developments shall conform with the following design criteria:

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



# Proposed Small Lot Singles

34' Wide Lots

Townhouse-based design converted to single unit dwellings



## ATTACHMENT D: POLICY EVALUATION

### **ENVIRONMENTAL:**

#### ***Policy BW-1:***

*No development agreement shall be approved unless a master storm water management plan has been prepared, reviewed by the Bedford Waters Advisory Board and accepted by the Municipality. The management plan shall:*

- h) identify significant constraints and sensitivities with regard to flood potential, and environmental features and provide appropriate protection measures;*
- i) provide estimates of pre-development and post development flow rates (where post development flow rate means the expected flow rates upon full build out of an area as permitted by the development agreement) at critical locations within watercourses such as at culverts and other road crossings and at downstream developments;*
- (c) outline the type and location of storm water management facilities and the approach to protecting receiving waters from contamination, excessive flow rates and loss of aquatic habitat and to protect the quantity and quality of groundwater flows; and*
- (d) conform with the recommendations of the Bedford West Planning Area Subwatershed Management Plan (Jacques Whitford: May 2004) unless otherwise acceptable to the Municipality and the Province.*

A Master Stormwater Management Plan for Sub-areas 3, 4 and 6 was prepared by Jacques Whitford (dated December 2007) and reviewed by the Bedford Watershed Advisory Board (BWAB). BWAB recommended approval of the report. The BWAB recommendations have been incorporated into the agreement.

The Development Engineer has reviewed the document with Halifax Water and has advised that it is satisfactory. The plan addresses the policy criterion.

#### ***Policy BW-2:***

*No subdivision approvals shall be granted unless the detailed design specifications conform with the master stormwater management plan approved under policy BW-1.*

The agreement requires that certification from a consultant that stormwater management and subdivision grading plans, submitted for subdivision approval, conform with the master stormwater management plan (Sections 4.5.2 and 5.2.1)

***Policy BW-3:***

*A water quality monitoring program shall be undertaken for the Paper Mill Lake watershed, illustrated on Schedule BW-2 to track the eutrophication process. The program is to be designed in accordance with national guidelines established by the Canadian Council for Ministers of the Environment (the CCME guidelines) and undertaken by a qualified persons retained by the Municipality and financed in whole or in part by developers within the watershed area. Specifics of the program are to be negotiated under the terms of a development agreement in consultation with the Bedford Watershed Advisory Board. The monitoring program shall:*

- a) specify the duration of monitoring for the pre-construction, construction and post-construction phases of development. Pre-construction phase means a period of time before construction activity starts. Post-construction phase means a period of time that commences at full build out of the area permitted by a development agreement. Construction phase means the full time period between the pre-construction and post-construction phase);*
- b) specify the physical and chemical water quality indicators to be measured, the location and frequency of testing and the format of submissions to the Municipality in each phase referenced under clause (a);*
- c) establish physical and chemical water quality indicator threshold levels for the recreational uses of the lakes which would be used as a basis for reevaluating watershed management controls and future development potential within the area. The threshold indicators are to be established prior to any development approvals being granted;*
- d) conform with all water quality policies, specifications, protocols and review and approval procedures approved by Regional Council.*

A water quality monitoring program is included in Section 5.3 of the agreement which confirms with the policy criteria and the recommendations of BWAB. Both BWAB and the Community Council will receive the test results of the program.

***Policy BW-6:***

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

The master stormwater management plan conforms with this directive.

*Policy BW-7:*

*No development, grade alteration, excavation, fill, pavement or removal of natural vegetation shall be permitted within one hundred (100) feet of the high water mark, or within the limits of any 1 in 20 year flood plain of Kearney Lake, Kearney Lake Run or Black Duck Brook or within sixty-six (66) feet of the high water mark of any other watercourse, 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 water management plan approved pursuant to the provisions of policy BW-9 or as provided to allow for trail systems, transportation crossings or utilities.*

The agreement conforms with this policy (reference Sections 3.7.1, 3.7.2 and clause (a) of Section 8.2).

*Policy BW-8:*

*No development agreement shall be entered into over lands on which trees have been removed except:*

- a) as may be required for a bonafide land survey;*
- b) to satisfy any provincial or federal requirements; or*
- c) where, in the opinion of Council, the extent of such cutting would not preclude achieving the three objectives stated above.*

There is no evidence that trees have been cut in contravention of this policy

*Policy BW-9:*

*Within any watercourse protection setback established under policy BW-7, no vegetation or soil shall be removed or altered unless a management plan has been approved to provide for restoration of vegetation, shoreline access paths, habitat management, safety and welfare or shoreline recreation where such provisions may be made without adversely affecting the primary purpose of preserving water quality in the lake. Any study or management plan submitted pursuant to this clause shall be prepared by a person qualified to make the required determinations and an approval procedure shall be established under the terms of a development agreement.*

The agreement conforms with this policy (see Section 3.7 and clause (a) of Section 8.2).

*Policy BW-10:*

*Wetlands, lakes, watercourses, endangered species habitat and any other features of environmental significance shall be delineated as non-disturbance areas under*

*development agreements. Non-disturbance areas shall be located to allow for continuity of non-disturbance areas on abutting lots, municipal parkland and open space dedications, and natural areas adjacent to watercourses.*

Watercourses and a significant wetland adjacent to the Bicentennial Highway have been identified and delineated as non-disturbance areas over privately owned land or are included as parkland dedication to the Municipality. A continuity of non-disturbance areas has been achieved (see Schedule D of the Agreement).

***Policy BW-11:***

*A tree replanting program shall be incorporated into development agreements. The program shall specify the locations, number, type and diameter of trees to be planted. The type of trees shall be indigenous to Nova Scotia.*

A tree replanting program is specified for single unit, semi-detached and townhouse dwellings under Section 3.5.10 and for apartment buildings under Section 3.8.

***Policy BW-12:***

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

The only major areas with slopes exceeding 25% is a ridge which has been included within Park # 3 (see Schedule D).

***Policy BW-13:***

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

No specific provisions have been made in the agreement.

## **MUNICIPAL SERVICES:**

### **Policy BW-14:**

*The water distribution system shall conform with the recommendations of the Birch Cove North/ Bedford West Water Master Infrastructure Plan (CBCL, 1999) and with the system schematics illustrated on Schedule BW-3 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.*

The Water Commission ( now Halifax Water) has accepted an alternative design to the CBCL Master Plan previously prepared and the schematic presented on Schedule BW-3. Rather than locate a new reservoir within Sub-area 4, the reservoir previously approved on the Royale Hemlocks subdivision land will be enlarged. Halifax Water is satisfied that this proposal will achieve required service standards and will cost less money.

The design will also be required to conform with a consulting study that was prepared by the applicant and accepted by Halifax Water (Section 4.4 of the agreement).

### **Policy BW-15:**

*The sanitary sewer system shall be designed in conformity with the schematics illustrated on Schedule BW-4 and in accordance with the Municipality's Service Systems Specifications, as amended from time to time. Sewage flow calculations, shall be 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; 50 persons per acre for general commercial uses within the Community Commercial Centre shown on Schedule BW-7 or proposed within Sub-Area 9; and 40 persons per acre for mixed use business campus uses; and 30 persons per acre for local commercial, community facility and institutional uses<sup>1</sup>.*

The sanitary sewer system conforms with these requirements.

### **Policy BW-17:**

*A community street and trail system shall be developed in substantial conformity with the designations and alignments presented on Schedule BW-5 except that variations to the alignment may be considered to enhance safety, provide a better fit with the natural terrain, mitigate surface runoff or preserve significant environmental features. The following requirements shall be applied:*

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<sup>1</sup> For the purposes of this Secondary Planning Strategy, all density calculations are based on gross area.

- b) *the Community Collector Road shall be designed as an urban minor collector with sufficient right-of-way width for two lanes of traffic, turning lanes, where required, and sidewalks on both sides. Direct driveway access shall be restricted to commercial developments, apartment buildings, institutions and clustered housing developments comprised of at least eight housing units with one driveway access to the Community Collector Road. One or more rotaries may be permitted;*
- c) *a regional trail system shall be designed to connect with the destination nodes illustrated on BW-5.*

The location and design of the community collector road with a multi-purpose trail on one side are illustrated on Schedules C and J of the development agreement. The collector road design and abutting developments conform with this policy directive.

The multi-purpose trail will be a 3.0 metre (9.8 feet) paved surface that will be located within the collector road right-of-way on one side of the street with a standard sidewalk on the other side. The trail is intended to be part of a regional trail system which will extend from the trail system in Clayton Park, through Bedford South and Bedford West, to the proposed regional park at Jack's Lake. By being beside the collector road, the trail will also serve as an active transportation route for destinations with the Bedford West Community (school sites, the business campus and the community commercial centre).

- d) *community trail systems shall be constructed by the developer of the lands on which it is located with the design specifications negotiated under a development agreement. Trails shall be designed and constructed in accordance with the Guidelines of the Nova Scotia Trails Federation unless otherwise acceptable to the Municipality. Variations to the Municipal Service Specifications for sidewalks may be considered where a trail is proposed which would provide improved accessibility for pedestrian travel in the community;*

The applicant will construct all secondary trails shown on the streets, sidewalks and trails plan presented as Schedule C to the agreement. The trails are to have a 5 foot wide crusher dust surface. The Municipality would agree to waive the requirement for a sidewalk on the cul-de-sac portion of Road 3-E and on Road 3-F (see Schedule C) if the Municipality is advised by the Province that the adjacent property designated for an institutional use (see Schedule B) will not be required for a school.

## *DEVELOPMENT PHASING AND COST RECOVERY*

### *Policy BW-20:*

*A development Sub-Area plan is established for this secondary plan area as illustrated on Schedule BW-6 in which the following conditions shall apply:*

- (a) Any approvals within Sub-Areas 1 to 12 will also be contingent upon availability of capacity within municipal service systems;*
- (b) any development agreement entered into within Sub-Areas 2 to 8 and 12 shall include provisions for all new development intended within the Sub-Area;*
- (c) any development agreement for Sub-Area 4 will require that either (i) the community collector road be completed from the Kearney Lake Road to the Hammonds Plains Road through Sub-Areas 2 and 3 or (ii) the community collector road is constructed through Sub-Area 6 to the Kearney Lake Road;*
- (d) approval for Sub-Area 6 may not precede Sub-Area 4 but approvals for both Sub-Areas may be considered concurrently and approval for Sub-Areas 3 and 4 may be considered concurrently;*

The proposal conforms with these policy criteria. Sub-area 4 conforms with the lands which will be serviced by an extension of the sanitary sewer system from Sub-area 2 (see Schedule H of the agreement). Under Section 3.2.3, no subdivision approvals may be granted within this sub-area unless the collector road has been constructed from Kearney Lake Road to the boundary of Sub-area 4.

### *Policy BW-21:*

*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 subdivision approvals shall be granted until infrastructure charges are in effect.*

This stipulation is made under Section 3.2.1 of the agreement.

**LAND USE:**

**Policy BW-23:**

*The Community Concept Plan, presented as Schedule BW-7, 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 community concept plan area and any development of the land shall be subject to approval of a development agreement. In the event that the lands allocated for the proposed Highway 113 right-of-way are not required by the Province for a highway, then the lands may be used for development permitted within the abutting land use designation.*

The proposal conforms with the Community Concept Plan.

**Policy BW-24:**

*To facilitate a variety of housing types and achieve both the overall density and open space allocations envisioned by the Regional Plan, consideration may be given to varying development standards established under the Bedford Municipal Planning Strategy and Land Use By-law. More specifically standards pertaining to lot area, lot frontage, lot coverage, setbacks and building height may be varied to reflect the uniqueness of each Sub-Area, the market being targeted and the theme of that Sub-Area. If required, terms may be incorporated in a development agreement to ensure functional and aesthetic objectives are achieved.*

The main variance to the land use by-law standards is the provision for single unit dwellings with lot frontages and areas less than that required by the RSU (Residential Single Dwelling Unit) Zone which requires a minimum of 60 feet and 6,000 square feet respectively. Standards have been introduced in the agreement to ensure sufficient on-site parking while maintaining a well landscaped streetscape that is not dominated by paving or garages.

Some minor variations to setback requirements and the measurement of building height have been provided for. The lot area and (private) recreation space requirements for apartment buildings have been waived due to the surplus of useable public parkland provided. The development standards established under the agreement for apartment buildings are found under Section 3.5.6.

**Policy BW-25:**

*The areas designated as Open Space on Schedule BW-7 shall be reserved for recreational uses, conservation uses including stormwater management and environmental protection.*



*Provided that the area of the designation is not materially reduced, the boundaries of the 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 recreational uses; or*
- d) a more functional trail system for pedestrians and cyclists.*

*The intended purpose of all open spaces shall be identified and agreed to in a development agreement application. Lands within the Open Space Designation may be allocated to satisfy the Municipality's Subdivision By-law requirements for parkland dedication.*

Some variation to the configuration of the open space designation has been provided for in the vicinity of Park #1 (compare Schedule BW-7 of the Secondary Plan with Schedule D of the agreement) and Park #2 - a 5 acre community park - has been included under this Agreement. The intended purpose of each open space dedication was explained in submissions in support of the agreement and discussed with Parkland Planning. Staff are satisfied that the proposal conforms with the dedication criteria established under the Regional Subdivision By-law.

***Policy BW-26:***

*Street crossings of the Open Space Designation shall be minimized and any trail development within a watercourse buffer zone established under policy BW-7 shall be subject to the requirements of policy BW-9.*

The agreement conforms with this policy (see Sections 3.6.2 and 3.7).

***Policy BW-27:***

*No stormwater management, sanitary sewer or water service system shall be located within the Open Space Designation which would adversely affect environmentally sensitive areas, detract from the aesthetics of the area or impair any recreational functions intended.*

Parkland Planning is satisfied that the proposal conforms with this policy.

***Policy BW-28:***

*In the event that the Municipality is unable to determine whether any undertaking will adversely affect environmentally sensitive areas, the Municipality shall require that an environmental impact analysis be undertaken at the cost of the developer by a person qualified to make such a determination and as selected or agreed upon by the Municipality.*

This policy has been satisfied by the review of the master stormwater management plan and through various terms of the agreement (refer to Sections 3.6.2, 3.7, 4.5.2, 5.2.1 and 5.2.2).

***Policy BW-29:***

***The development of all recreational facilities shall conform with the HRM Guidelines for Parkland Planning adopted by Council.***

Parkland planning staff are satisfied that the application conforms with the guidelines adopted by Council under the Regional Subdivision By-law.

***Policy BW-30:***

***Prior to any subdivision approval being granted, the developer shall prepare a recreation facilities plan for the development of recreational facilities for lands to be conveyed to the Municipality for parkland and open space dedication. The plan shall consider facility requirements in relation to present and future community needs, safety and convenience, environmental protection or enhancement, financial resources and phasing.***

The intended function of each parkland dedication was outlined in a submission accompanying the application and further negotiations were held with staff with consideration given to the parkland dedication guidelines of the Regional Subdivision By-law. The developer has agreed to undertake site preparation work, as illustrated on Schedules D, I and I-1 of the Agreement, in order that these dedications can be used for their intended purpose. Staff is satisfied that this policy has been satisfied.

***Policy BW-31:***

***Community parks are intended to be located on lands reserved for schools within the Institutional/Residential designation shown on Schedule BW-7. In the event that schools are not developed on these lands, the Municipality may require that these lands or portions thereof be reserved for community parks.***

The development agreement conforms with this policy provision (see Schedule B and Section 3.5.12 of the agreement).

***Policy BW-32:***

***The following matters shall be considered for all development agreement applications within a Residential Neighbourhood Designation shown on Schedule BW-7:***

- a) the density of housing units shall not exceed six units per acre per Sub-Area except that if the maximum density permitted in one development Sub-Area is not achieved, the Municipality may consider transferring the difference between the maximum permitted and actual number of housing units to another development Sub-Area provided all policy criterion can be satisfied and the housing density does not exceed seven units per acre in any development Sub-Area;*

The development agreement allows for seven units per acre over these lands provided that subsequent development agreements are approved by the Municipality within the Bedford West Secondary Plan area to maintain an overall density of six units per acre (see Section 3.2.3 of the Agreement). This term is also consistent with the provisions of policy BW-16.

- 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;*

Lands dedicated for institutional uses and community commercial uses are located on Loop Road 4, a community collector street (see Schedule B of the Agreement). The community commercial dedications are located at the intersection of 3-4 Collector, another community collector street. Institutional uses are to be developed in accordance with the Institutional (SI) Zone of the Bedford Land Use By-law and community commercial uses in accordance with the Mainstreet Commercial (CMC) Zone (Sections 3.5.5 and 3.5.7 of the agreement)

- c) sidewalks and pathways facilitate comfortable 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;*

The Streets, Sidewalks and Trails Plan (Schedule C of the Agreement) has been reviewed by Transportation and Traffic Services and Regional Transportation Planning. Staff are satisfied that the plan conforms with the intended objectives of clauses (c) and (d) above.

- e) a variety of housing types is provided within each Sub-Area and distributed so as to avoid a congested appearance of streetscapes. Consideration shall be given, but not limited, to the design guidelines of policies R-12A, R-12B and R-12C of the Municipal Planning Strategy, although the limitations placed on building height and units per building under policy R-12A shall not be applied;*

A variety of housing types is provided in this phase, integrated with parkland dedications and open space areas so as not to appear congested.. An evaluation of policies R-12A, R-12B and R-12C is provided at the end of this policy set.

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

These matters are addressed in the evaluation of policies R-12A, R-12B and R-12C.

- h) *single unit dwelling lots have a minimum street frontage of 40 feet, a minimum area of 4,000 square feet, a minimum side yard of 4 feet, and a minimum separation of 12 feet between buildings (Existing Policy);*
- i) *single unit dwelling lots have a minimum street frontage of 34 feet, a minimum area of 3,400 square feet, a minimum side yard of 4 feet, and a minimum separation of 12 feet between buildings provided that consideration is given to policy BW-24 (Proposed Policy);*

If the requested plan amendment is approved by Regional Council, the application conforms with this policy.

- j) *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;*

The agreement requires that landscaping plans be provided for all institutional, commercial and multi-unit buildings with screening employed around parking areas (Section 3.8). At least 50 percent of required parking for all multi-unit developments must be underground (clause (h) of Section 3.5.6).

- k) *Vegetation is maintained or landscaping measures, a fence or other physical barrier provided so as to provide a buffer between new developments and commercial or industrial developments which is effective in ensuring public safety and mitigating visual or noise impacts;*

This sub-area abuts Atlantic Acres Industrial Park. Uses abutting the industrial park are primarily parkland and apartment building sites which allow for the maintenance of existing trees to provide an effective buffer. Where low density development abuts, sufficient vegetation has been maintained on the industrial lots to maintain an effective buffer.

- l) *all open space dedications proposed conform with the objectives and policies adopted for open space under this secondary planning strategy and any administrative guidelines adopted by the Municipality;*

Parkland planning are satisfied that the dedications conform with this policy.

- m) *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.*

Staff is satisfied that the proposal conforms with this directive.

#### **Policies R-12A, R-12B and R-12C of the Bedford Municipal Planning Strategy**

##### **Policy R-12A:**

*It shall be the intention of Town Council to require architectural design standards for RCDD projects. These standards are intended to achieve architectural variation in neighbourhoods by limiting design repetition and encouraging varying facial designs. Small multiple unit buildings shall be designed so they appear more like large single unit buildings. Large multiple unit buildings shall have bends and jogs rather than flat facades and shall be limited to a maximum of 36 units per building and three storeys in height unless site conditions justify a taller building by minimizing site disturbance, maximizing tree retention and screening from the street. In the architectural design of all buildings in RCDD projects. Consideration shall be given to the following techniques: roof slopes with 6:12 pitch or greater; door and window trim and detailing; exterior materials of brick, masonry, clapboard or wood; exterior colours of earth and natural tones with complementary coloured trim; use of side doors on semi detached and townhouse units; garage entrances on the side rather than the front of homes; garage entrances be set back from the front facade to minimize its impact on the streetscape; decorative front facade details such as brick, shutters, awnings; utility wires, installation of underground electrical secondary services and electrical metres attached to side or back of homes. Specific architectural guidelines shall be included in development agreements. For multiple unit buildings and commercial buildings consideration shall be given to the site's location and visibility within the Town, in establishing building size and design.*

Architectural design criteria for townhouses and apartment buildings are found under Schedule L of the development agreement. All apartment buildings must have underground parking for at least 50 percent of the required parking and landscaping plans are required (see Section 3.8).

Apartment buildings are restricted to six storeys or less except on one site where a maximum of 12 storeys is permitted (see Schedule B). This site abuts the community commercial designation of sub-area 6 and municipal parkland providing ample separation from lower density residential developments.

Small lot single unit developments and townhouses are required to have an attached garage to ensure sufficient on-site parking. The garage is restricted to a maximum width of 4.27 metres (14 feet) with a maximum driveway width of 3.66 metres (12 feet) so that the streetscape is not dominated by garages or front yard parking.

Staff are satisfied that these measures address the intended objective of this policy.

**Policy R-12B:**

*It shall be the intention of Town Council to identify non-site disturbance areas and to require landscaping for RCDD projects. Non-site disturbance areas are intended to preserve natural open space and to provide neighbourhoods with a natural or "green" environment. Landscaping requirements are intended to provide buffers between buildings, buffers between buildings and streets, and provide a visual break in parking lots. Non-site disturbance areas shall be determined by designing buildings that fit the site and utilizing construction practices that minimize site disturbance and maximize tree retention. Horticultural practices shall be utilized to maintain the health of vegetation within non-site disturbance areas and landscaped areas, such as: covering of exposed roots with adequate soil and mulch; protecting specimen trees with barriers to prevent damage from machinery; slope stabilization; planting of trees that comply the CNTA Canadian Standards for Nursery Stock etc. Consideration of storm water drainage patterns shall be considered when identifying non-site disturbance areas and landscaped areas. The "no net loss" approach shall be used for non-site disturbance areas ie: any removal or damage to a non-site disturbance area during or after construction shall be replaced via landscaping somewhere on the site so there is no net loss to the vegetated portion of the site.*

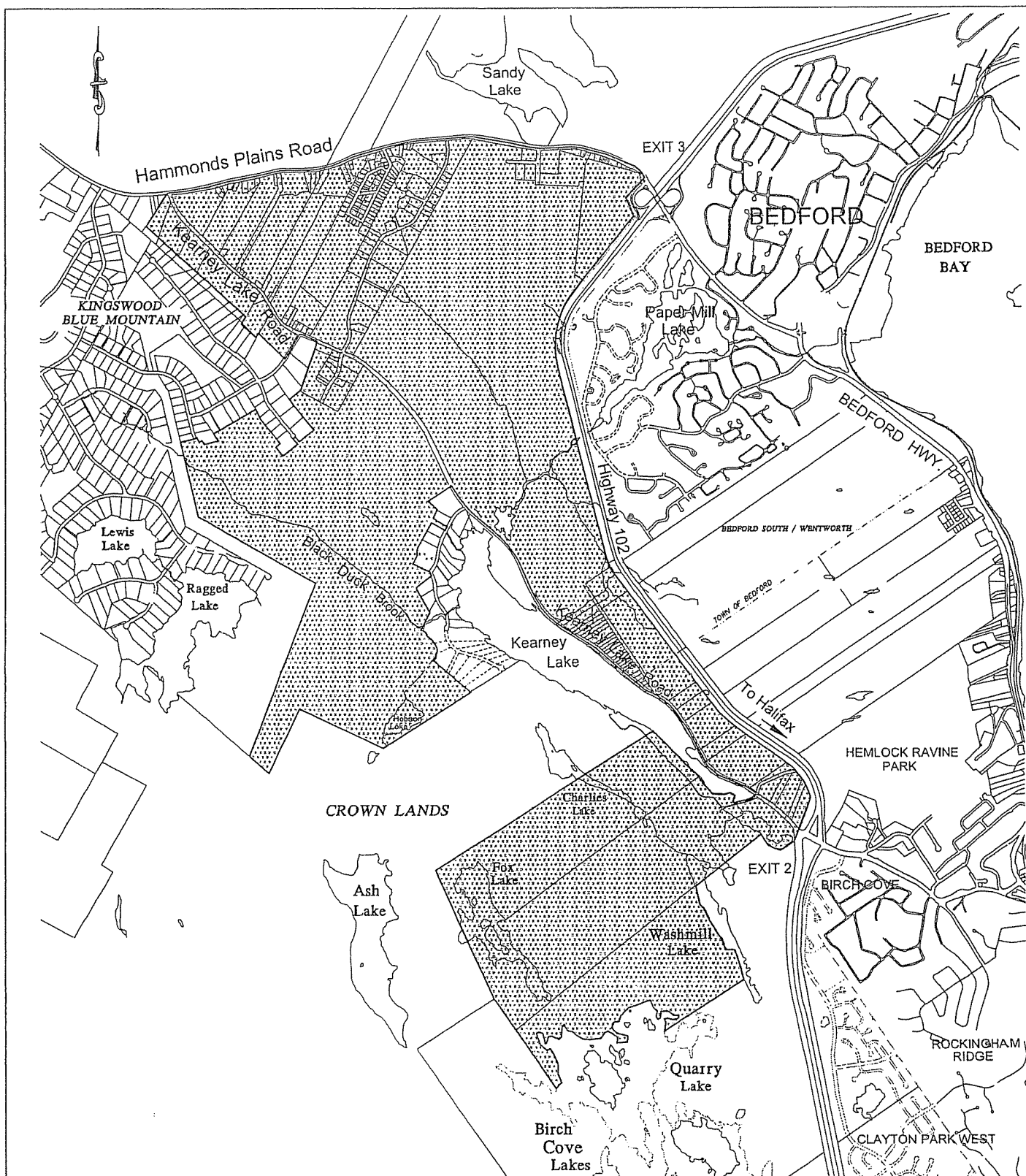
The Regional Subdivision By-law requires that trees be planted within street right-of-ways and the agreement requires that trees be planted on all residential lots (Section 3.5.10) and that landscaping plans be submitted for multi-unit residential and commercial developments Section 3.8.1). Trees must also be retained with the required setbacks of all watercourses (Section 3.7) and trees will be retained over significant portions of the parkland dedications. The developer is also required to prepare guidelines for healthy lawn care which is to be distributed to lot purchasers (Section 5.4).

These requirements should ensure that existing trees are maintained to the extent reasonably possible and that new trees are introduced so as to allow for the establishment of a new community, well integrated with a cover of trees.

**Policy R-12C:**

*It shall be the intention of Town Council to require streetscape design standards for RCDD projects. These standards are intended to achieve an attractive streetscape upon completion of the project. In designing the streetscapes, parking for small lots shall be provided in the side yards except where a garage is provided in the front yard. In addition, for all streetscapes, consideration shall be given to: varied front yard setbacks; street patterns that utilize curves, bends and change in grades; street standards that reflect the function of the street; parking in side yards; landscaping to screen parking lots from the street for large buildings ie: multiple unit, commercial, townhouses; driveway locations for multiple unit projects considered in terms of the view from the street and to buffer these in order to minimize the impact of the parking lot and building on the streetscape; provision of street trees for both public and privately owned streets. Buffering and screening shall be provided in the form of natural vegetation and landscaping. Street patterns utilizing local through streets is encouraged over the use of cul-de-sacs to facilitate improved traffic movement and to assist snow clearing operations. Through streets shall not be accepted in preference to cul-de-sacs in situations where it is incompatible with the physical topography and where site disturbance of environmentally sensitive areas will be increased. Sidewalks shall be required on both sides of arterial and collector streets. To minimize their impact on collector roads, small lots should be located on local streets and be dispersed throughout the development.*

This policy is addressed by locating multi-unit housing, institutional and community commercial developments on the community collector roads where a combination of larger lots, tree retention and landscaping measures integrated with parkland dedications provide for a spacious feel. Single unit dwellings are located on local streets which are designed to preclude short cutting and integration with the natural environment. All small lot single unit dwellings incorporate attached garages.

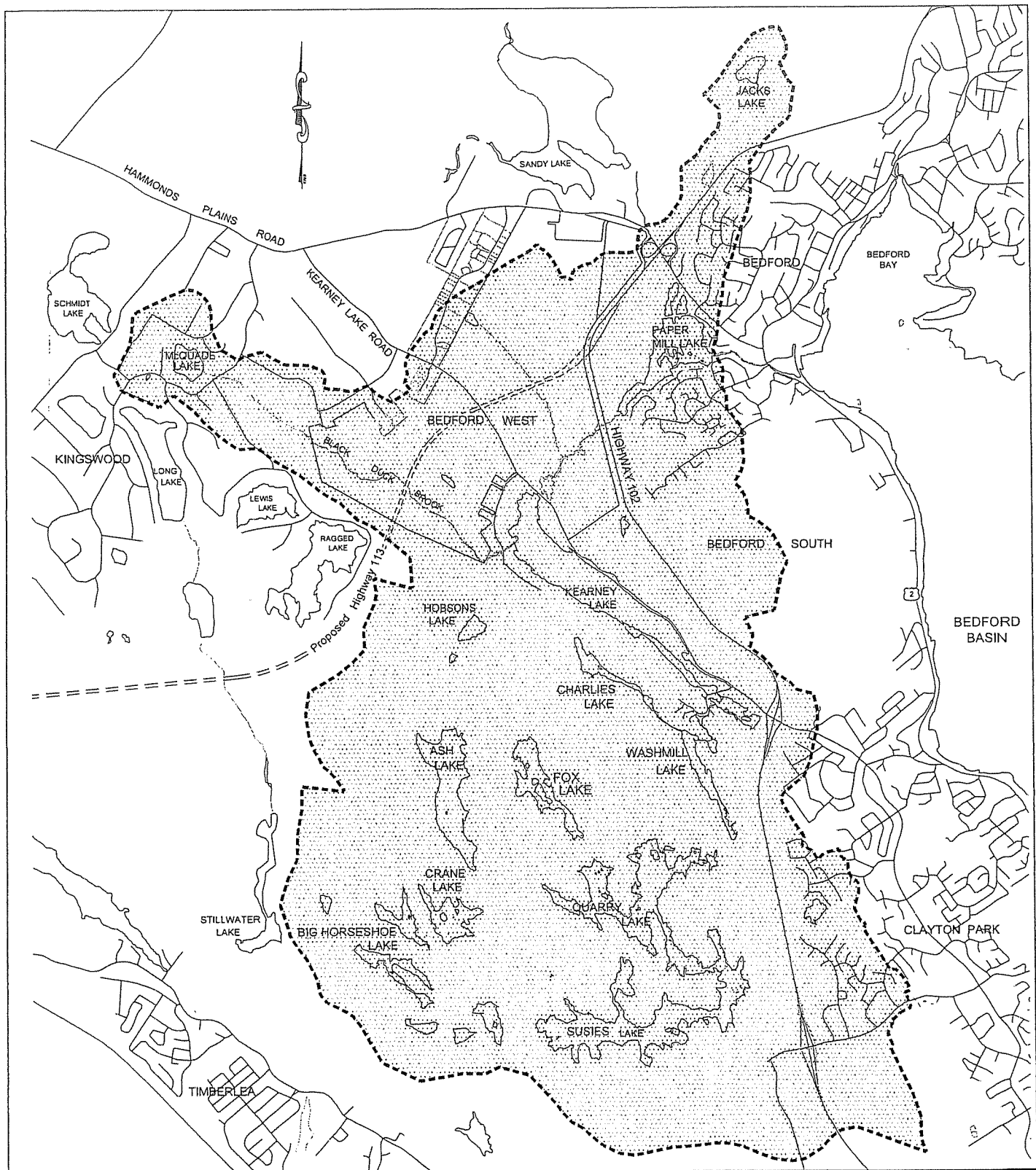


**STUDY AREA**  
**BEDFORD WEST**

SCHEDULE BW-1

MARCH, 2005

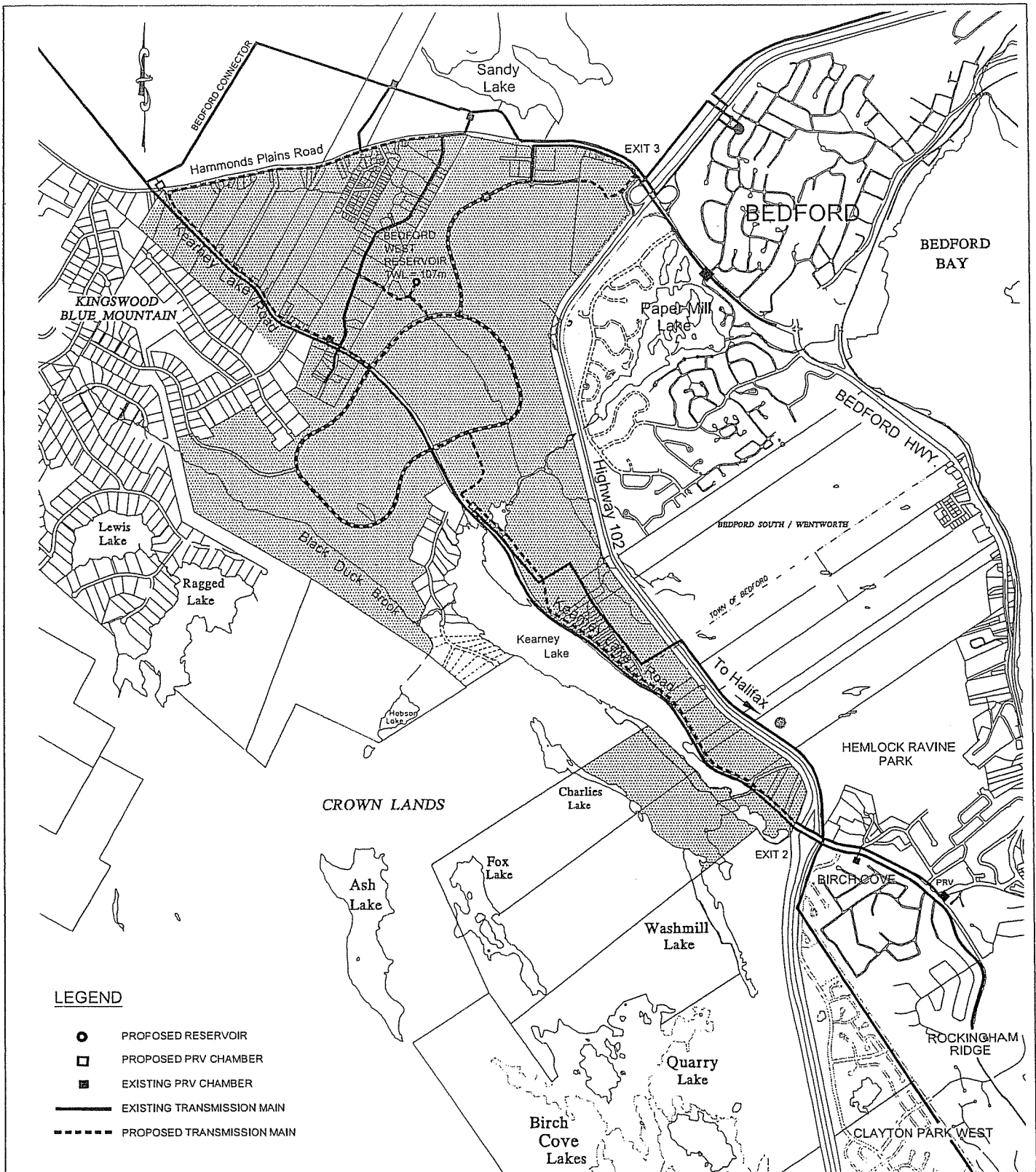




**PAPERMILL LAKE WATERSHED  
BEDFORD WEST**

SCHEDULE BW-2

MARCH, 2005



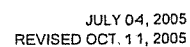
# **LEGEND**

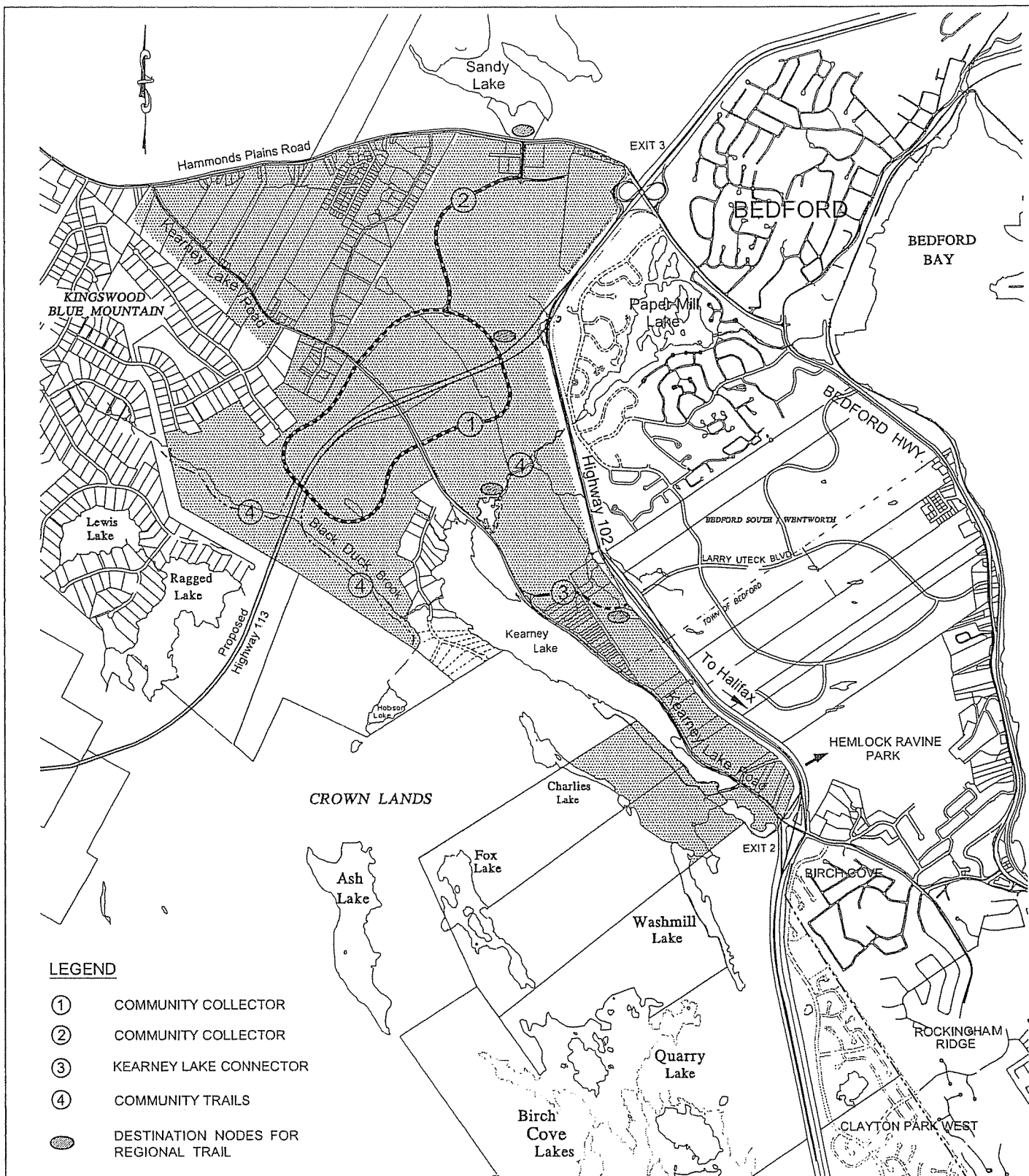
- PROPOSED RESERVOIR
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- EXISTING PRV CHAMBER
- EXISTING TRANSMISSION MAIN
- - - - - PROPOSED TRANSMISSION MAIN

## **WATER SERVICE SYSTEM BEDFORD WEST**

SCHEDULE BW-3

MARCH, 2005

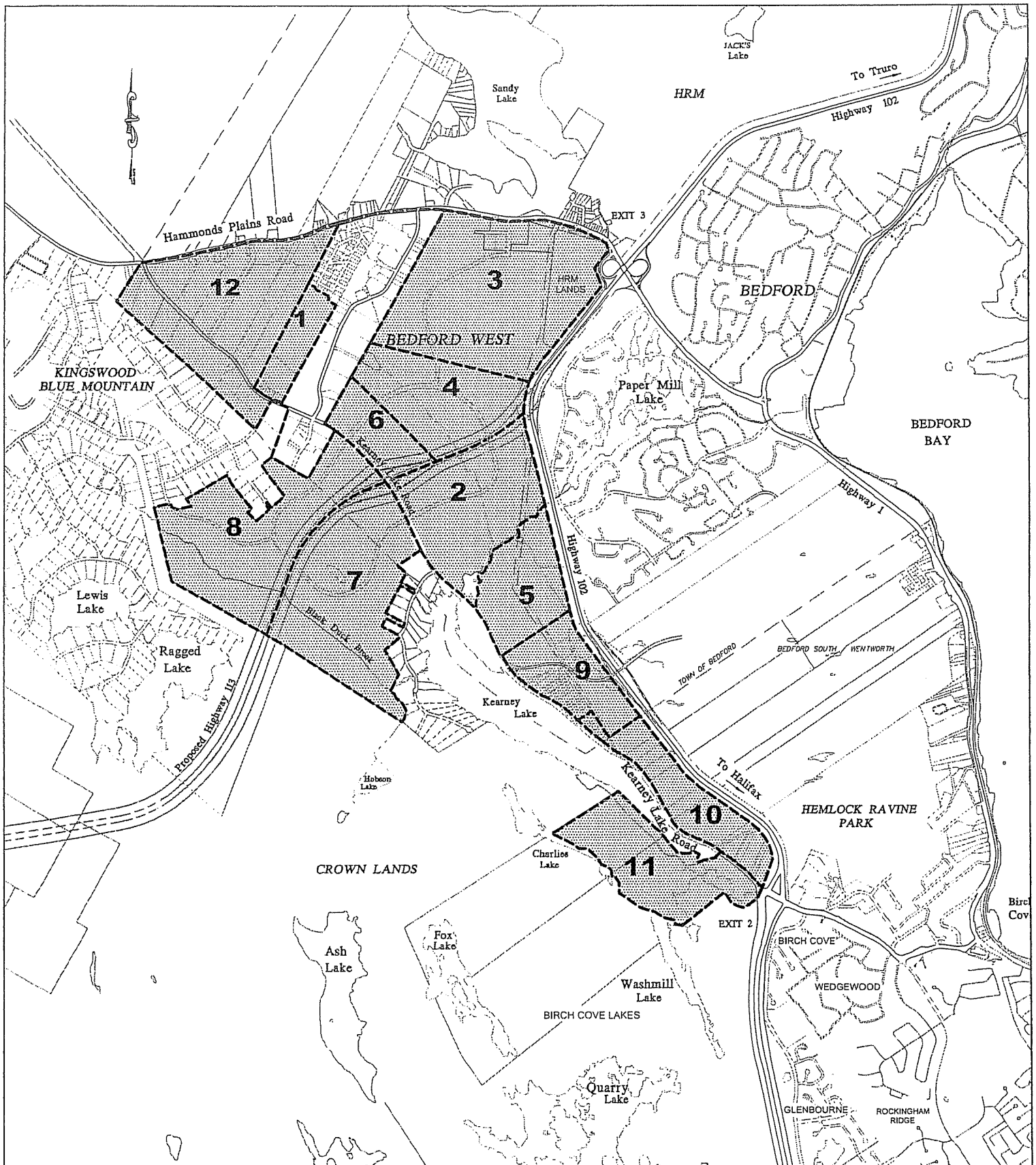




## TRANSPORTATION SYSTEM BEDFORD WEST

SCHEDULE BW-5

APRIL 3, 2006

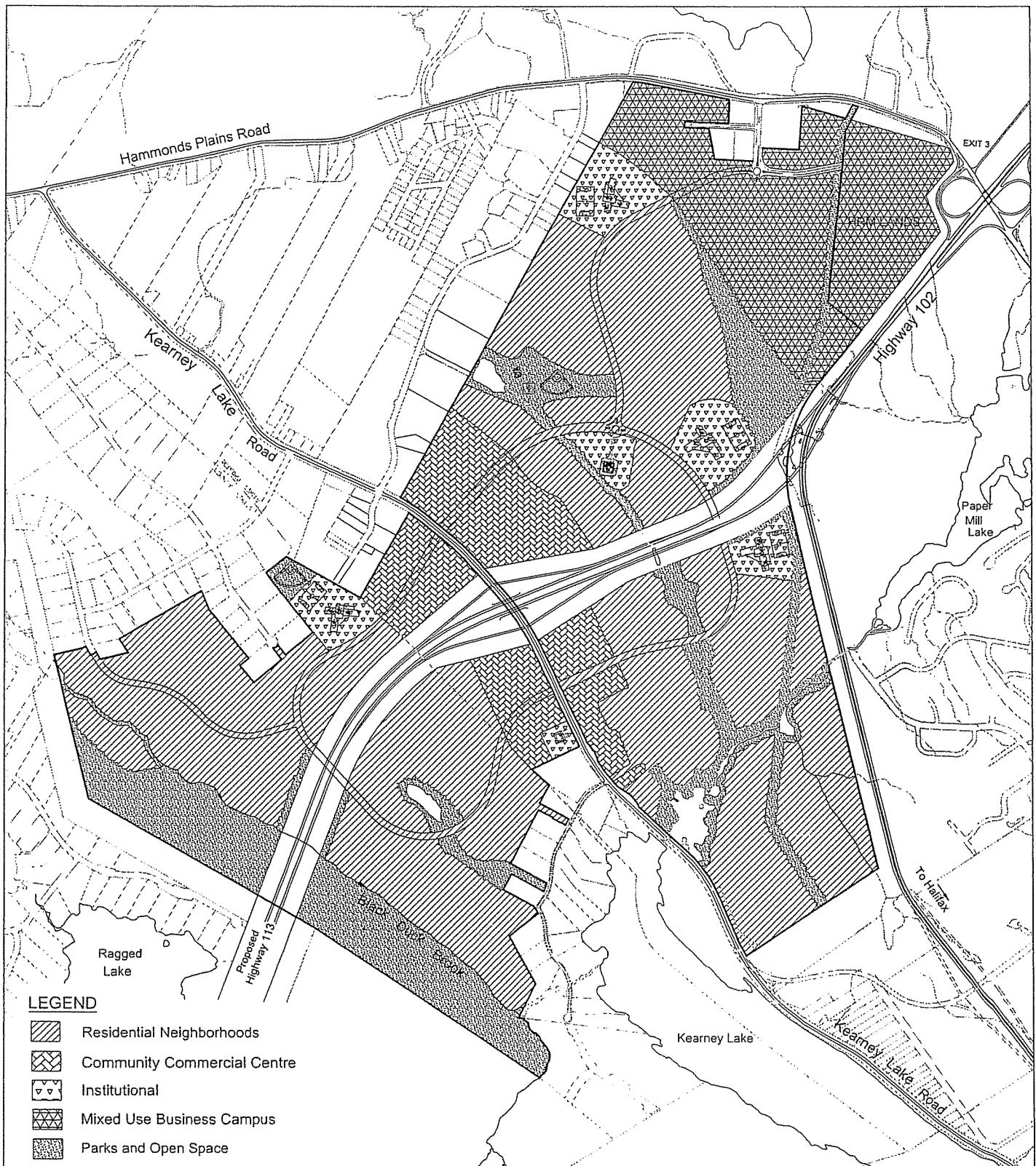


## DEVELOPMENT SUB-AREAS

### BEDFORD WEST

SCHEDULE BW-6

JULY 04, 2005  
REVISED OCT. 11, 2005



# **COMMUNITY CONCEPT PLAN** **BEDFORD WEST**

SCHEDULE BW-7

APRIL 3, 2006

ATTACHMENT E

NORTH WEST PLANNING ADVISORY COMMITTEE  
PUBLIC MEETING  
MINUTES

September 26, 2007

PRESENT: Ms. Ann Merritt, Chair  
Mr. Walter Regan  
Mr. Jim Sullivan

REGRETS: Mr. Warren Hutt  
Ms. Jessica Alexander  
Councillor Robert Harvey

STAFF: Mr. Paul Morgan, Planner  
Ms. Sheilagh Edmonds, Legislative Assistant

**Call to Order/Opening Remarks/Purpose of Meeting**

The Chair called the meeting to order at 7:06 p.m. in the cafeteria of Basinview Community School, Bedford.

**Case 01048 - Application by West Bedford Holdings Limited to consider amending the Bedford West Secondary Planning Strategy Minimum lot frontage requirements for single unit dwellings requirements from 40 feet to 34 feet and minimum lot size requirements from 4,000 to 3,400 square feet; and to enter into a development agreement for sub-areas 3 and 4 of Bedford West**

A staff report dated September 4, 2007, originally presented at the September 11, 2007 Regional Council meeting, was submitted.

Mr. Paul Morgan, Planner, outlined the application by West Bedford Holdings Ltd. to amend the Bedford West Secondary Planning Strategy minimum lot frontage requirements for single unit dwellings from 40 feet to 34 feet and minimum lot size requirements from 4,000 to 3,400 square feet; and to enter into a development agreement for sub-areas 3 and 4 of Bedford West.



Mr. Mike Hanusiak, Senior Vice President and General Manager, Clayton Developments and Mr. Kevin Neatt, West Bedford Holdings Ltd. addressed the meeting and provided further details on the application.

Mr. Hanusiak indicated that if the amendment is approved, it will enable them to build affordable single family homes for those people whose only option would be a less expensive townhouse or condominium. He advised that the proposal will meet a gap in the marketplace between the townhouse homes and single family home. Mr. Hanusiak pointed out that this style of single-family home requires a smaller lot, and he emphasized that they are not looking for additional density, and that the proposed amendment will actually save more space.

The Chair then opened the meeting for anyone with questions or comments.

The following persons spoke:

Mr. Joel Brennon, Hammonds Plains.

Mr. Hanusiak and Mr. Neatt responded to questions from Mr. Brennon about the proposed development and transportation issues.

Mr. Bill Grace, Bedford.

Mr. Grace made reference to various sized lots within the Municipality, in particular, developments on Fuller Terrace and Armcrest in Sackville that had 32-foot wide lots, and noted that they were very nice developments.

Mr. Nino Fabrizi questioned how many dwellings will be in the overall development.

Mr. Hanusiak advised that the plan is for 600 single-family dwellings including the townhouse proposal.

Mr. Ray Butler, Hammonds Plains.

Mr. Butler advised that he was a new resident to the area and was curious about the traffic situation. He added that he found the road system atrocious and questioned the impact of another large development. Mr. Butler advised that he liked the proposal the developer has put forward but it did not seem that the road systems were keeping up with the amount of people expected to move into the area.

In response, Mr. Hanusiak explained that before this plan receives endorsement from Community Council, a comprehensive traffic management plan is required to be submitted. He added that some of the other subdivisions in Hammonds Plains were developed as-of-right, and they did not require a traffic management plan. Mr. Hanusiak further explained that in 2009 a new interchange will be built halfway between the Hammonds Plains Road and the Kearney Lake Road, and Kearney Lake Road will interface with the new interchange.



Mr. Morgan also pointed out that one of the reasons staff recommended a Master Plan be developed was due to the problems that resulted from the way some subdivisions, such as Kingswood were developed in the past.

Ms. Elaine Loney, Bedford.

Ms. Loney questioned the timeline for the project and the number of units that would be completed in that timeframe.

In response, Mr. Neatt advised that the entire project is 246 acres with 1744 units planned.

Mr. Hanusiak added that, generally, 200 units, mixed density use per year would be developed, which would take approximately 10 years.

Mr. Morgan noted that the broader area of Bedford West is projected to take 25 - 40 years. Ms. Loney asked if there were any plans for having open fields as part of park land.

Mr. Neatt advised that they have identified a need for a cleared open space that is not a regulated sports field and that is in the heart of the community. He added that a parking lot is not planned for the area and, instead, they would like to see a bike lot and people could either walk or bike to the area. He added that approximately 10 acres is proposed for usage of trails, with the idea of developing something similar to Hemlock Ravine Park.

Mr. Ray Butler questioned the location of the sewer outfall.

In response, Mr. Hanusiak noted that part of the area will flow into the gravity system to Mill Cove; and the other area will have a new trunk sewer that connects close to the Petro Canada on the Kearney Lake Road and will run through to the Halifax sewage treatment plant.

Mr. Pat Cosgrove, Bedford.

Mr. Cosgrove asked if Churches were planned for the development.

Mr. Hanusiak advised that they do not pre-designate churches in their developments, but they make land available for churches.

Mr. Mike Giles questioned if the proposal works out to a density of six families per acre.

Mr. Hanusiak concurred advising that, under the regulations, the calculations average out to six units per acre.

An individual questioned if the proposed change would allow someone with a 40 ft. lot, to suddenly change it to a 34 ft. lot.

Mr. Hanusiak advised that this would not happen, adding that the development is patterned and pre-done, and that anyone buying a property from them receives a copy of the Master Plan.

In conclusion, Mr. Morgan explained the next steps in the process, advising that no decision is made this evening, and that it will go to Community Council for a public hearing. He pointed out that if there were anyone in attendance this evening who wanted to receive a copy of the report which will be submitted to Community Council, or if they wanted to be placed on a future mailing list, to sign the sheet provided and he would keep them informed.

### **Closing Comments**

The Chair thanked everyone for coming out to this evening's meeting. In summary, she advised that it appears that no one objects to the proposal for smaller lots as long as the density does not change. She advised that if anyone wanted to stay for a few minutes after the meeting, the developer would be available for questions.

### **Adjournment**

The meeting adjourned at 8:55 p.m.

Sheilagh Edmonds  
Legislative Assistant