



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 4
North West Community Council
February 21, 2017

TO: Chair and Members of North West Community Council

ORIGINAL SIGNED

SUBMITTED BY:

Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: February 7, 2017

SUBJECT: **Case 20384: Development Agreement for Bedford West Sub Area 3, Bedford**

ORIGIN

Application by West Bedford Holdings Limited to convert a portion of the Bedford West business campus on Innovation Drive, Bedford, to allow the development of multi-unit dwellings.

LEGISLATIVE AUTHORITY

Refer to Attachment E.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of this report, to enable the development of multiple unit dwellings at Innovation Drive, Bedford West Sub Area 3, Bedford and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, which is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

West Bedford Holdings is applying to enter into a development agreement to convert a portion of the Bedford West Business Campus, located on Innovation Drive in Bedford, to multiple unit dwellings. The applicant is proposing a total of 306 dwelling units, distributed over two parcels of land. The proposal will include at least three buildings.

Subject Site (Map 1)	Lot 1 - WB-9R6 Lot 2 - Block Q-R4 (Portion of) Lot 3 - WBC06 Lot 4 - AM-2
Location	Innovation Drive, Bedford
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 2)	Bedford West Secondary Planning Strategy (BWSPS)
Zoning (Map 3)	Bedford West Business Campus (BWBC)
Size of Site (gross)	6.96 ha (17.2 acres)
Street Frontage (total)	968 m (3,175 ft.)
Current Land Use(s)	Vacant and parking lot.
Surrounding Use(s)	North – Low Density Residential and Industrial South – Medium Density Residential and Institutional (Charles P. Allen High School) East – Office (former Research in Motion Business Campus) West – Light Industrial and Commercial

Proposal Details

The applicant proposes to enter in to a development agreement with the Province of Nova Scotia and the Municipality to permit the development of a minimum of three multiple unit dwellings on two of the four existing lots on Innovation Drive. The key aspects of the proposal are as follows:

- One multiple unit dwelling on Lot 2 with a maximum of six storeys containing a maximum of 66 dwelling units;
- A minimum of two multiple unit dwellings on Lot 1 with a maximum of two 12 storey buildings. The site may contain a maximum of six buildings and a maximum of 240 dwelling units;
- Allocation of land use density from a portion of the subject lands (2 lots plus street right-of-way) to Lot 1 and controls to limit density to existing allotments;
- Building massing controls and architectural design requirements;
- Underground parking requirements;
- Indoor and outdoor amenity space; and
- Landscaping requirements.

Enabling Policy and LUB Context

Policy for the Bedford West area originates from the Bedford West Secondary Planning Strategy (BWSPS) contained within the Bedford MPS and the Beaver Bank, Hammonds Plains and Upper Sackville MPS. The Bedford West SPS (BWSPS) policies deal with a wide variety of issues related to the environment, community design and transportation. In summary these policies require the establishment of development controls which enable the creation of a complete community while being sensitive to the natural environment.

The Bedford West Business Campus is unlike much of the greater Bedford West area in that it is not generally regulated by development agreements but through the application of the Bedford West Business Campus Zone under the Bedford Land Use By-law. The one exception to this requirement is the construction of multiple unit dwellings which are only permitted by development agreement subject to Policy BW-37 of the BWSPS (Attachment B). Further, Part 4, Section 3, Clause (p) of the Land Use by-law also references the need for a development agreement.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public information meeting held on June 2, 2016. No members of the public attended, thus no minutes from the meeting are attached.

A public hearing must be held by North West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 3 will be notified of the hearing by regular mail.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners, community or neighbourhood organizations, and business and professional associations.

DISCUSSION

Staff have reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Role of Province of NS

The Province of NS owns one of the parcels of land which currently houses a parking lot for C.P. Allan High School. The development density associated with the lands is through the development agreement, assigned to the applicant, West Bedford Holdings Limited and further assigned to Lot 1 and 2. Because of the role of the Province, the proposed agreement varies from a typical development agreement in that the roles of each party, the Developer (West Bedford Holdings) and the Province are clearly differentiated and articulated .

Proposed Development Agreement

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Management of density and building count to existing Business Campus levels (40 person per acre);
- Limiting multiple unit dwellings to two sites: Lots WB-9R6 and Block Q-R4 (Portion of);
- Limits on building height, Lot 1 (12 storeys) and Lot 2 (6 storeys);
- Architectural design requirements;
- Underground and surface parking requirements;
- Landscaping and indoor and outdoor amenity space;
- Engineering and environmental controls;
- Matters that may be considered by non- substantive amendments include;
 - The granting of an extension to the date of commencement of construction;
 - The granting of an extension to the time for the completion of the development; and
 - A reduction in the total number of dwelling units and reassignment of density to neighbourhood commercial land uses.

The attached development agreement will permit several multiple unit dwellings, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Conversion of Business Uses to Multiple Unit Dwellings – The Bedford West Secondary Planning Strategy (BWSPS) recognizes this area as being strategically located for businesses that produce goods and services and employment opportunities for the region. The Mixed Use Business Campus Zone is meant to support these business uses, recreational uses, hotels, institutional facilities, park and ride facilities, and limited retail uses. However, Policy BW-37 also identifies there may be uncertainty around whether or not the Business Campus will be a successful concept and enables Council to consider residential land uses by development agreement.

The applicant has indicated that the demand for Business Campus uses has not historically been strong and that the future has a similar outlook. Further, the adjacent land uses now include multiple unit dwellings, the C. P. Allen High School, BMO Centre Ice Rink Complex and a future park and ride transit site. These land uses support residential development as much they do for business campus land uses, thus higher density residential development such as proposed on these lands is appropriate.

Further, the development of multiple unit dwellings does not preclude the establishment of other Business Campus land uses. There are remaining lands in the business campus, specifically the former Research In Motion site, which would continue to enable the uses permitted in the BWBC Zone.

Amenity Space – Staff have negotiated the inclusion of private outdoor amenity space for the multiple unit dwellings as there is limited ability to receive additional parkland in the area as the land has been previously subdivided. Each multiple unit dwelling building must include 371.6 square metres (4,000 square feet) of outdoor active amenity space. This space must be developed with two active facilities from the following list: tennis courts, basketball court, outdoor workout equipment, playground area and equipment, pool, badminton/volleyball courts, grassed play area, lawn bowling, putting green or walking track. In addition, each dwelling unit is required to have an exterior balcony. Indoor amenity space will be provided in each building as well, scaled based on the number of dwelling units.

Building Height – The multiple unit dwellings are proposed with a maximum height of 12 storeys plus parking podium. This would equate to an approximate maximum building height of 39.6 metres (130 feet). The current maximum building height in the existing BWBC Zone is 15.8 metres (52 feet). Notwithstanding the maximum height requirements for other uses in the BWBC Zone, the zone permits the maximum height for a hotel, motel or office to be increased to 120 ft. where a separation distance of at least the height of the building is maintained from any residentially zoned property line.

There are two sites where multiple unit dwellings are proposed, Lot 1 and Lot 2. Each of these sites has an individual context:

Lot 1 - This site is proximate to the corner of Angus Morton Drive and Innovation Drive. The site is south of Lot WB-9R6 and the 2 storey office building at 20 Angus Morton Drive. To the west of the site is a wetland and two 5 storey multiple unit dwellings at 245 and 275 Innovation Drive and the C.P. Allen High School and Bedford Hammonds Plains Community Centre. To the east of the site is 115 Western Parkway, a six storey office building (former Research In Motion site). The closest single unit dwelling to this site is at a distance of 285m (935 feet).

The proposed development agreement allows significant flexibility around the development of this large site. The proposed development agreement enables a maximum height of 12 storeys plus underground parking and a maximum of two buildings are permitted at that height. The proposed development agreement also allows the developer to develop up to six buildings on the site, but an increased number of buildings would likely mean that no individual building would reach the maximum allowable height.

An analysis was completed based on the tallest possible development on the site: two 12 storey multiple unit dwellings. Staff suggests that the proposed building height allows for an adequate transition from single unit dwellings (approximately 35 feet in height) located on Hammonds Plains Road and Capstone Crescent. The transition as shown on Attachment D identifies that the site will transition from 12 storeys to five storeys (existing Innovation Drive multiple unit dwellings) and then to single unit dwellings (2-3) over

a significant distance of greater than 900 feet. The transition to Hammonds Plains Road was not modelled, but would be similar. Further, the building height is comparable with other development agreements negotiated in other Sub Areas of Bedford West. Other Sub Areas typically permit a maximum of 12 storeys.

The proposed development agreement requires the submission of a wind study to identify the impact of the building design on wind conditions at ground level. If issues are identified, the developer must modify their design to address any identified issues. A shadow study was not completed by the developer, however, staff performed a preliminary web-based analysis which indicated that there are no significant shadowing issues.

Based on the above, staff advise that the proposed maximum building height of 12 storeys plus underground parking is appropriate for the site.

Lot 2 – This site is proximate to the corner of Hammonds Plains Road and Innovation Drive. The site is south of 416 and 450 Hammonds Plains Road which are zoned for single unit dwellings. 416 Hammonds Plains Road is developed as a two storey single unit dwelling while 450 Hammonds Plains Road is currently vacant. To the west of the site is a stormwater management pond, a 2 storey office building at 20 Angus Morton Drive and a 2 storey office/light industrial building at 10 Symonds Road. To the east of the site is 115 Western Parkway, a six storey office building (former Research In Motion site). The closest single unit dwelling to this site is 34 m (111 feet) from the site.

A six storey residential building is proposed on this site. Given the proposed relationships with surrounding residential and light industrial and office uses, staff advise the proposed building's height and scale are appropriate for the context of the neighbourhood.

Land Use Compatibility– The proposed multiple unit dwellings are:

- similar in bulk and scale to commercial office buildings permitted under the applied BWBC Zone;
- a compatible land use with the adjacent high school and community centre and BMO Centre Ice Rink Complex;
- provide a good transition between the institutional land uses and the existing low density single unit dwellings in Sub Area 3; and
- setback with appropriate distances from developed and undeveloped business park lands.

Staff advise that the proposed multiple unit dwellings are compatible with the surrounding land use pattern.

Side/Rear Yards– In a suburban environment, it has been accepted practice to setback taller buildings a distance of one-half the height of the building. The proposed development agreement maintains this practice.

Density – Population density calculations are used to establish the maximum number of dwelling units in an area. In Bedford West they are established based on gross acreages (before subdivision) rather than net acreages after the creation of roads and other parcels. Based on this, the gross acreage was calculated on the totality of the subject lands which include the four identified parcels plus a portion of the right-of-way for Innovation Drive. Density was assigned at 40 persons per acre (the existing standard for Business Campus lands established in the Bedford West SPS). Based on the above, the calculations are consistent with all other Sub Areas of Bedford West.

Wetland – There is a wetland adjacent to the site (Lot 1) which is required to be protected during and after construction. As the wetland is not contained on the lands, no specific requirements in the development agreement are required, however, as a precaution the development has standard wording which implements the protections currently provided under the Bedford Land Use By-law.

Capital Cost Contributions

All development in Bedford West is subject to a Capital Cost Program under the Regional Subdivision By-law and a similar program by Halifax Water. The program funds a series of strategic infrastructure upgrades including transportation upgrades and sewer and water trunk services managed by Halifax Water. Future upgrades are planned in the greater Bedford West area and include future widening of portions of Larry Uteck Boulevard and other infrastructure such as traffic signals and/or roundabouts. These upgrades will happen in a staged manner depending on the rate of growth. Capital Cost Contribution Charges for Bedford West are paid by the developer as part of the subdivision process and the Municipality contributes appropriately apportioned amounts where the benefit of the improvements are beyond the immediate subdivision.

The conversion of a portion of the Bedford West Business Campus to multiple unit dwelling units will not have an impact on the collection of the Capital Cost Charge (CCC). The CCC is based on the acreage of land and the collection of the relevant CCC will happen when the lands are subdivided. To date, most of the charges for the site have been collected except for one remaining parcel, CCC's will be collected for the remaining lands in the future.

North West Planning Advisory Committee

On August 3, 2016, the North West Planning Advisory Committee (PAC) recommended that the application be approved with consideration to the following:

- That the height allowances for the proposed buildings be capped at eight (8) storeys; and
- That no future development be proposed for lots WBC06 and AM-2.

Staff did not concur with the Planning Advisory Committee with regards to building height and suggest that the proposed building height of 12 storeys is acceptable, as previously discussed in this report. A report from the PAC to Community Council will be provided under separate cover.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that it is reasonably consistent with the intent of the SPS. Staff reviewed the relationship between the existing uses, permitted future uses and the proposed multiple unit dwellings and advise that the proposed development agreement meets the intent of the BWSPS by enabling residential uses within the business campus. Further, staff advise the parameters of policies BW-37 and BW-32 are specifically met through the terms of the proposed agreement. Therefore, staff recommend that the Northwest Community Council approve the proposed development agreement as set out in Attachment A.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2016/2017 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in this report.

ALTERNATIVES

1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

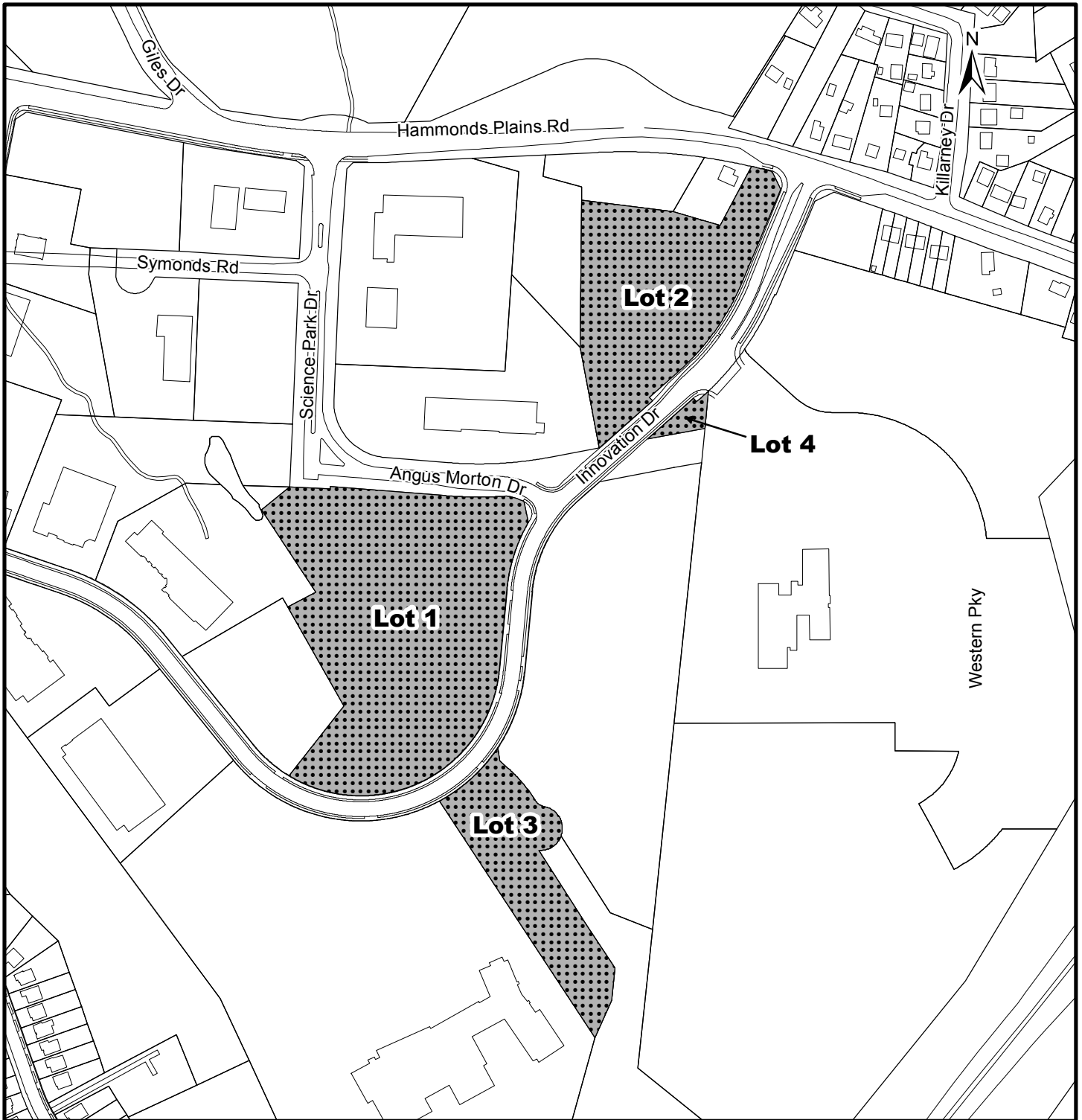
Map 1:	Location
Map 2:	Generalized Future Land Use
Map 3:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies
Attachment C:	Conceptual Designs
Attachment D:	Cross Section
Attachment E:	Legislative Authority

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Andrew Bone, Planner III, Regional Planning, 902.490.6743

ORIGINAL SIGNED


Report Approved by: _____
Kelly Denty, Manager, Current Planning, 902.490.4800



Map 1 - Location

Innovation Drive,
Bedford

HALIFAX

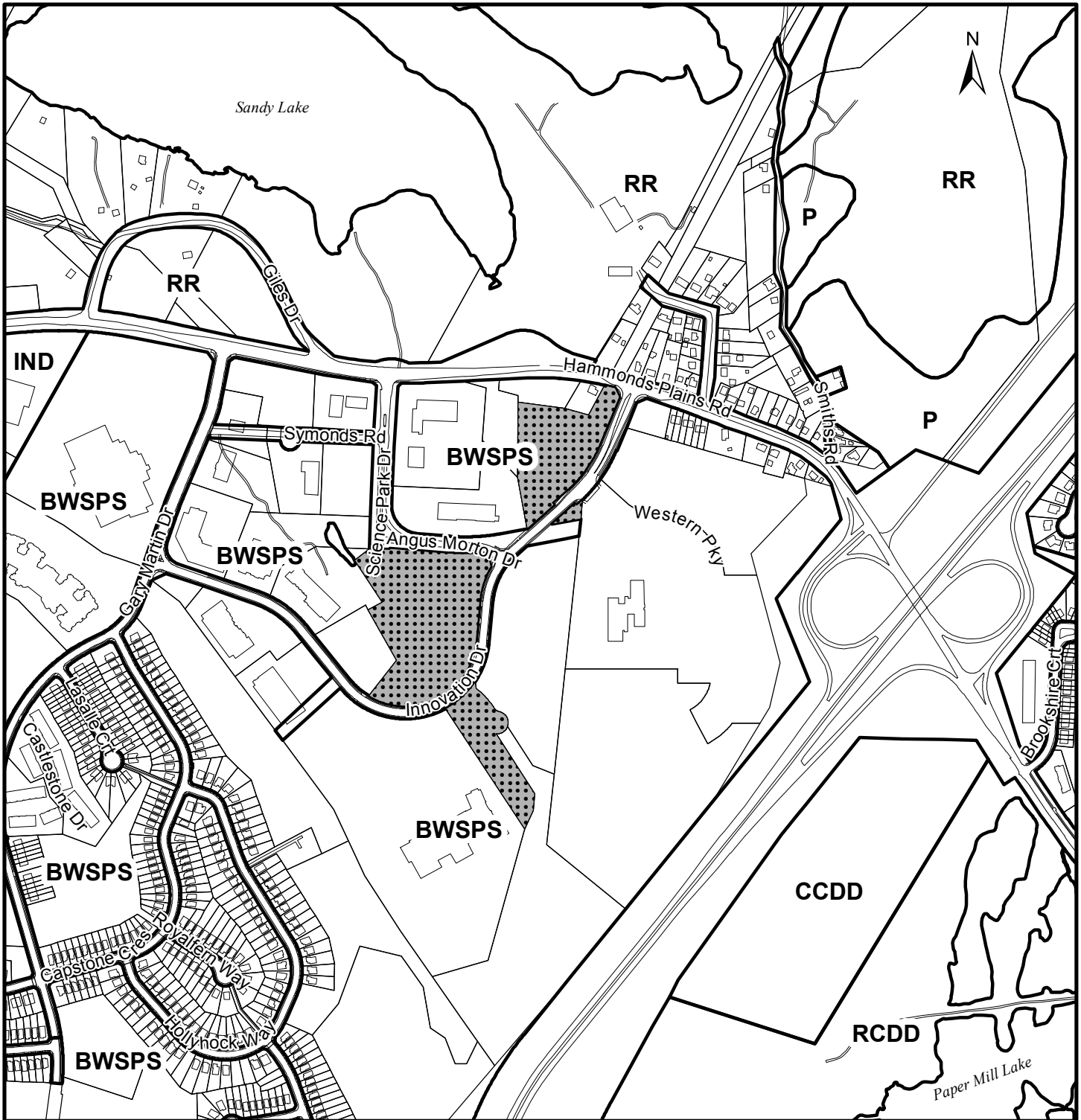
 Area of Proposed
Development Agreement



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.


Bedford
Plan Area



Map 2 - Generalized Future Land Use

Innovation Drive,
Bedford


HALIFAX

 Area of Proposed
Development Agreement

Designation

RCDD	Residential Comprehensive Development District
RR	Residential Reserve
P	Park and Recreation
CCDD	Commercial Comprehensive Development District
IND	Industrial
BWSPS	Bedford West Secondary Planning Strategy

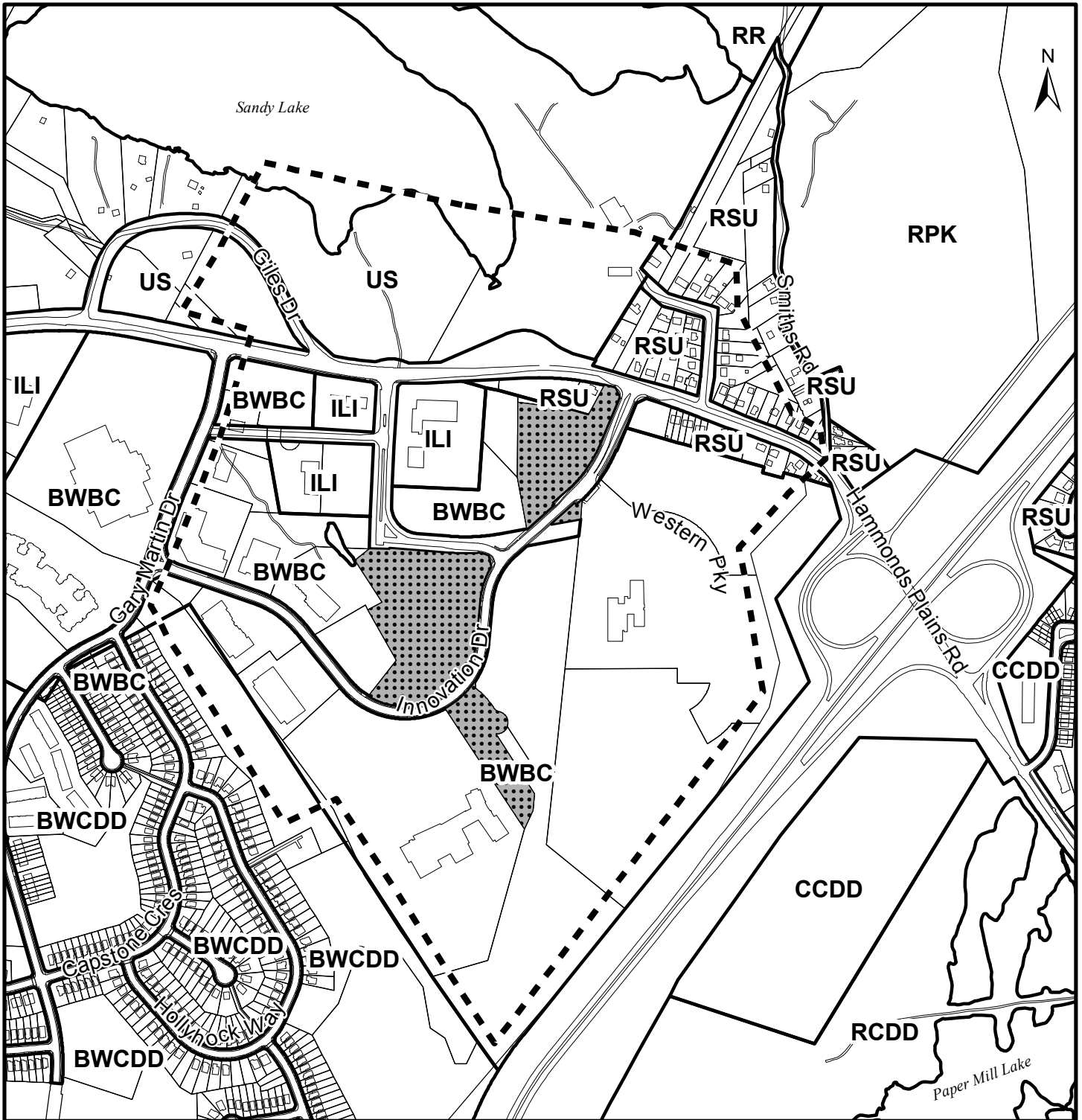
0 40 80 120 160 200 240 280 m



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
Bedford
Plan Area




Map 3 - Zoning and Notification

Innovation Drive,
Bedford

HALIFAX

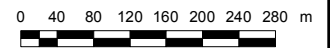
 Area of Proposed Development Agreement

 Area of Notification

Bedford
Plan Area

Zone

- RSU Single Unit Dwelling
- RCDD Residential Comprehensive Development District
- BWCDD Bedford West Comprehensive Development District
- RR Residential Reserve
- CCDD Commercial Comprehensive Development District
- ILI Light Industrial
- BWBC Bedford West Business Campus



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

THIS AGREEMENT made this day of **[Insert Month]**, 20___,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

—and—

**HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF NOVA SCOTIA**

as represented by the Minister of Transportation
and Infrastructure Renewal
(hereinafter called the "Province")

OF THE SECOND PART

—and—

HALIFAX REGIONAL MUNICIPALITY [

a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE THIRD PART

WHEREAS the Developer is the registered owner of certain lands located at Innovation Drive, being Lots WB-9R6, Block Q-R4 (Portion of) and AM-2 (hereinafter called the "Lands of the Developer") and the Province is the registered owner of certain lands located at Innovation Drive, being Lot WBC-06 (hereinafter called the "Lands of the Province"), and which said lands are, together, more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer and the Province has requested that the Municipality enter into a Development Agreement to allow for multiple unit dwellings on the Lands of the Developer pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to PolicyBW-37 of the Bedford West Secondary Planning Strategy, as contained in the Bedford Municipal Planning Strategy and Part 4, Section 3, Clause (p) of the Bedford Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 20384;

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 and the Province agree 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 Bylaw and Subdivision Bylaw

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

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, the Province, lot owner or any other person from complying with the requirements of any bylaw of the Municipality applicable to the Lands (other than the Land Use Bylaw to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer, the Province or Lot Owner agree(s) to observe and comply with all such laws, bylaws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer and the Province shall be responsible for securing all applicable approvals associated with the onsite and offsite servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable bylaws, 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. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.4.2 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

Notwithstanding anything contained in this Agreement to the contrary, 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 applicable to the Lands of the Developer and all Federal, Provincial and Municipal laws, bylaws, regulations and codes applicable to the Lands of the Developer.

Notwithstanding anything contained in this Agreement to the contrary, the Province shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement applicable to the Lands of the Province and all Federal, Provincial and Municipal laws, bylaws, regulations and codes applicable to the Lands of the Province.

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.

1.7 Division of Obligations

The provisions of this Agreement that apply exclusively to the Lands of the Province shall be binding on the Province and shall not be binding on the Developer. The provisions of this Agreement that apply exclusively to the Lands of the Developer shall be binding on the Developer and shall not be binding on the Province. All other provisions of this Agreement shall be binding on both the Province and the Developer.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific under this Agreement

The following words used in this Agreement shall be defined as follows:

Floor Plate Area - The horizontal cross-section of a floor, between the floor and the next floor above, measured to the glass line, or where there is no glass line, to the outside surface of the exterior walls and includes all mechanical equipment areas and

all open areas inside a building that do not contain a floor, including atriums, elevator shafts, stairwells and similar areas.

Storey - means that portion of a building between any floor and the floor or ceiling or roof next above, provided that any portion of building partly below grade level shall not be deemed to be a storey unless its ceiling is at least six feet above grade. Storeys shall not exceed 3.048 m (10 feet) floor to floor.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer and the Province shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20384:

Schedule A Legal Description of the Lands(s)
Schedule A-1 Map of the Lands

3.2 Requirements Prior to Approval

- 3.2.1 Where riparian buffers areas and watercourse setbacks are required by this Agreement, they shall be identified with snow fence or other appropriate method such as flagging tape, as approved by the Development Officer, prior to any site preparation (i.e. tree cutting, and excavation activity). The Developer and the Province shall provide confirmation to the Development Officer that any riparian buffers and watercourse setbacks have been appropriately marked. Such demarcations for each individual phase shall be maintained by the Developer and Province for the duration of the construction and may only be removed only upon the issuance of an Occupancy Permit for the lot or unless otherwise directed by the Development Officer.
- 3.2.2 No subdivision approvals for the Lands shall be granted unless the following conditions have been met:
- (a) riparian buffers have been delineated, for the applicable phase under application, in accordance with the requirements of Section 3.2.1;
 - (b) an erosion and sedimentation control plan, for the applicable phase under application, has been complied with in accordance with the requirements of Part 5 of this Agreement; and
 - (c) verification that the number of dwelling units and population has not been exceeded in accordance with the requirements of this Agreement.
- 3.2.3 No development permit for the Lands of the Developer shall be granted unless:
- (a) a lot grading plan has been prepared in accordance with the requirements of this Agreement and the plan has been approved by the Development Engineer;

- (b) for all multiple unit dwellings a landscaping plan has been prepared by a Professional Landscape Architect in accordance with this Agreement;
- (c) a lighting plan for multiple unit dwellings has been prepared by a qualified person in accordance with the requirements of Section 3.9; and
- (d) verification has been provided that the number of dwelling units and population has not been exceeded in accordance with the requirements of this Agreement.

3.2.4 No later than the date of issuance of the first Occupancy Permit for development on the Lands of the Developer, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) certification from a Professional Landscape Architect regarding compliance with the Landscaping Plan in accordance with this Agreement;
- (b) certification from a qualified person regarding compliance with the Lighting Plan in accordance with this Agreement; and
- (c) performance security has been provided in accordance with the requirements of Section 3.10.

3.2.5 Notwithstanding any other provision of this Agreement, the Developer and Province 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 and Province have 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 and Province pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) Lot WBC06 (Lands of the Province):
 - (i) Uses on Lot WBC06 shall be uses accessory to the institutional uses established for the adjacent Charles P. Allen High School and Bedford Hammonds Plains Community Centre, including but not limited to parking; and
- (b) Lot AM-2 (Lands of the Developer):
 - (i) Uses on Lot AM-2 shall not be permitted; and
- (c) Block Q-R4 (Portion of) (Lands of the Developer):
 - (i) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Bedford Land Use By-law, as amended from time to time; or

- (b) Minimum lot area: part thereof
0.5 acres (21,780 sq. feet)
- (c) Minimum front, side or rear yard: 6.10 metres (20 feet) or one half the height of the building, whichever is greater
- (d) Minimum Common Side Yard 0.0 m (0.0 feet)
with common parking podium
- (e) Where a building has an exposed parking podium or where a building tower portion is setback from the face of a building, the yards shall be measured as follows:
 - i.) The tower or upper portion of the building shall be setback from the property line a minimum of one half the height of the building; and
 - ii.) The parking podium or lower portion of the building shall be setback from the property line a minimum of one-half the height of the parking podium or lower portion of the building.
- (h) Maximum lot coverage: 50%
- (i) underground parking shall be provided to satisfy a minimum of fifty (50) percent of the parking requirements.
- (j) Specific requirements for Lot WB-9R6:
 - i.) Maximum building height: twelve (12) storeys above parking podium
 - ii.) Maximum number of buildings: six (6)
 - iii.) Maximum number of buildings 11 storeys in height or greater: two (2)
- (k) Specific requirements for Block Q-R4 (Portion of):
 - i.) Maximum building height: six (6) storeys
 - ii.) Maximum number of buildings one (1)

3.4.4 Multi-unit building dwellings on the Lands of the Developer 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) The main entrances to buildings shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face Innovation Drive. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- (c) The façades facing Innovation Drive shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building.
- (d) Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow

lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.

- (e) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies.
- (f) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
- (g) 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
- (h) Any exposed lumber on the exterior shall be painted, stained or clad in a painted metal or vinyl.
- (i) All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- (j) Mechanical equipment shall be screened from view by a combination of architectural treatments, fencing and landscaping. This shall exclude individual residential mechanical systems.
- (k) All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- (l) Refuse containers located outside of multiple unit dwellings shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- (m) Propane tanks and electrical transformers shall be located in such a way to ensure minimal visual impact from any street and adjacent residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- (n) Mechanical equipment shall be permitted on the roof provided the equipment is screened or incorporated in to the architectural treatments and roof structure. Mechanical equipment shall not be visible from any street.
- (o) Ground or wall mounted mechanical equipment shall be screened from view from any street or residential properties with a combination of fencing, landscaping or building elements.
- (p) Residential towers on Lot WB-9R6 shall be a minimum of 22.9 m (75 feet) apart.
- (q) Parking podiums shall not exceed 3.048 m (10 feet) above grade.
- (r) Exposed underground parking in excess of one-half a storey in height above grade facing a public street shall be screened with vegetation or treated with a variety of architectural treatments, including but not limited to glazing, windows and siding materials) which are consistent with the architectural design of the adjacent façade(s).

- (s) All windows shall be vertical in orientation, or square where possible. Windows should be framed with prefinished metal or vinyl.
- (t) Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- (u) All buildings will be designed to include a discernible top, middle and bottom by use of different architectural elements and treatments, materials and colours and tones, to break up vertical massing and provide human scale development.
- (v) Nothing in this agreement shall prevent the top of any building and/or the top of its podium from including or being capable of accommodating environmental innovation such as green roofs, rainwater recovery or solar panels.
- (w) Exterior building materials shall not include vinyl siding but may include any one or more of the following:
 - i.) clay masonry;
 - ii.) non-combustible cladding;
 - iii.) concrete split face masonry;
 - iv.) cut stone masonry;
 - v.) random stone masonry; or
 - vi.) acceptable equivalent in the opinion of the Development Officer.
- (x) Buildings with towers greater than 8 storeys shall not have a floorplate area greater than 1532.9 sq. m.(16,500 sq. feet) and a dimension greater than 46 metres (150,9 feet) above the sixth floor with the exception of architectural elements at the top of a building.
- (y) The rooftop or top floor of a building shall include design elements, a change in building materials or colour to accentuate the top storey. The Development Officer may permit the extension of these elements beyond the face of the building.
- (z) Pedestrian walkways shall be provided from the street to the main entrance of the multiple unit dwelling. Such walkways shall be a minimum of 1.5m (5 feet) in width and be constructed of concrete or asphalt.
- (aa) Multiple unit dwellings shall include indoor amenity space for recreational purposes. Amenity space may include, but not limited to recreation rooms, libraries, exercise rooms and swimming pools. The amount of indoor amenity space required shall be 2.0 sq. m. (21.5 sq.ft.) per dwelling unit.
- (bb) Each dwelling unit shall have an exterior balcony with a minimum depth of 1.53 metres (five feet) and an area of 4.65 sq. metres (50 sq.ft.).
- (cc) The perimeter of all parking areas shall be screened from adjacent streets, public sidewalks, and adjacent uses by either of the following methods:
 - i. A berm one (1) metre high with a maximum slope of 3 (horizontal) :1 (vertical) in combination with coniferous and deciduous trees and shrubs, or
 - ii. A low continuous landscaped hedge at least one (1) metre (3.2 feet) high, planted in a triangular pattern so as to achieve full screening at maturity; or

- iii. A low decorative masonry wall at least one (1) metre (3.2 feet) high in combination with landscaping; or
- iv. Natural vegetation; or
- v. A combination of any of these methods.

3.5 PARKING, CIRCULATION AND ACCESS

The following parking, circulation and access requirements apply to the Lands of the Developer:

- 3.5.1 Parking areas shall maintain a minimum of 4.57m (15 feet) setbacks from property lines;
- 3.5.2 Parking shall meet or exceed the minimum number of parking spaces required the Bedford Land Use By-law, as amended from time to time, based on use;
- 3.5.3 All parking areas shall be hard surfaced with asphalt, concrete or equivalent;
- 3.5.4 The limits of all parking areas shall be defined by fencing or landscaping or curb;
- 3.5.5 It is the responsibility of the Developer to convey all required rights-of-way over properties, as required, to provide access to all properties; and
- 3.5.6 Clearly signed visitor parking areas shall be provided for all multiple unit dwellings or clustered housing units.

3.6 BICYCLE FACILITIES

- 3.6.1 Bicycle facilities shall be provided on the Lands of the Developer as required in the Bedford Land Use By-law, Part 5, clauses 37a) through c), as amended from time to time.

3.7 SIGNS

- 3.7.1 The sign requirements on the Lands of the Developer shall be in accordance with the Bedford Land Use By-law, as amended from time to time.
- 3.8.2 Signs on the Lands of the Developer depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

3.8 SOLID WASTE FACILITIES

Solid Waste facilities shall be provided for multiple unit dwellings on the Lands of the Developer subject to the following conditions:

- 3.8.1 The building shall include designated space for five stream (refuse, recycling, paper, cardboard 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.
- 3.8.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 3.8.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

3.9 SITE LIGHTING

Site Lighting shall be provided on the Lands of the Developer subject to the following conditions:

- 3.9.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.9.2 Security lighting for multiple unit dwellings shall be directed to all walkways and parking areas. Freestanding security lighting shall not exceed a height of 18 feet (5.4m). All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.
- 3.9.3 The Developer shall prepare an exterior lighting plan for any multiple unit dwellings and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices; and
 - (b) The lighting plan shall include certification from a qualified person that the lighting plan meets the requirements of this agreement.
- 3.9.4 Prior to Occupancy Permits being issued the Developer shall provide to the Development Officer a letter from a qualified person that the installation of lighting meets the requirements of this Agreement;

3.10 LANDSCAPING

Landscaping shall be provided on the Lands of the Developer subject to the following conditions:

3.10.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

Landscape Plan

3.10.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and shall illustrate:

- (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 any building and to any public trail / sidewalk system abutting the property;
- (d) Partial screening between existing commercial and industrial properties on Angus Morton Drive and the multiple unit dwellings shall be provided through the provision of either a 10 foot wide landscaping strip along the street frontage. The landscaping strip shall be planted with trees or be provided through an equivalent existing landscaped area (with trees) of the same depth. The specification and placement of new trees shall be determined by the Landscape Architect at the time of the submission of the Landscape Plan;
- (e) the use of vegetation to partially screen parking areas from public view; and
- (f) the use of vegetation to partially screen from public view any parking podium greater than one-half storey in height facing a public street.

Reinstatement

3.10.3 All disturbed areas shall be reinstated to original condition or better with landscaping.

Compliance with Landscaping Plan

3.10.4 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.10.5 Notwithstanding Section 2.3.4, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the

Canadian Society of Landscape Architects or a qualified person. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

Outstanding Site Work

3.10.6 Securities for the completion of outstanding onsite paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed. Should the Developer not complete the outstanding onsite paving and landscaping work within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the outstanding landscaping and paving as set out in this Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

Tree Planting

3.10.7 Where tree planting is required under this agreement, each tree shall have a minimum caliper of 38mm (2 inch).

3.11 PRIVATE OUTDOOR AMENITY SPACE FOR MULTIPLE UNIT DWELLINGS

Private outdoor amenity space shall be provided on the Lands of the Developer subject to the following conditions:

3.11.1 Each multiple unit dwelling site shall provide private outdoor amenity space as follows:

- (a) Block Q-R4 (Portion of): 371.6 sq. m. (4,000 square feet) minimum
- (b) Lot WB-9R6: 1114.8 sq. m. (12,000 square feet) minimum

3.11.2 The amenity space shall accommodate at least two of the following active amenities:

- a) tennis court;
- b) basketball court;
- c) outdoor workout equipment;
- d) playground area and equipment;
- e) pool;
- f) badminton/volleyball courts;
- g) grassed play area;
- h) lawn bowling;
- i) putting green; or
- j) walking/running track

3.11.3 The Development Officer may permit the inclusion of one outdoor amenity not identified in clause 3.12.2 where the amenity is active in nature and meets the intent of the agreement to provide a range of active outdoor amenity space for a variety of ages.

3.11.4 Private amenity space may be permitted on parking garage podiums or on roofs if practical.

3.12 Wind Mitigation for Multiple Unit Dwellings

Wind Mitigation shall be provided for multiple unit dwellings on the Lands of the Developer subject to the following conditions:

3.12.1 As a condition of the issuance of a development permit for multiple unit dwellings which exceed eight storeys in height, the Developer shall submit a qualitative (desktop) wind impact assessment, prepared by a qualified professional. The assessment shall confirm, pursuant to industry standards that wind conditions, as a result of the proposed building, are suitable for sitting, standing, or walking in the following areas:

- (a) Sitting: Areas around residential terraces, balconies, and outdoor amenity space at the ground or podium level during the summer;
- (b) Standing: Public and private sidewalks, trails and walkway located in areas adjoining the Lands and all main building lobby entrances during the spring, summer and fall seasons; and
- (c) Walking: Public sidewalks located in areas adjoining the Lands during spring, summer and fall seasons.

Pursuant to industry standards, the levels of comfort, noted above, shall be expected for a minimum of four out of five days (80% of the time) during the noted seasons.

3.12.2 Should a wind assessment for a proposed building not meet the required comfort levels identified in clause 3.12.1, in order to achieve the specified levels of pedestrian comfort, mitigation measures, such as but not limited to the installation of canopies, screens, and vegetation shall be integrated into the

building and site design. The Developer shall provide a letter, prepared by a qualified professional, identifying the design changes implemented to mitigate wind issues identified in the wind assessment and to confirm that the proposed building, including any design changes, is in compliance with comfort conditions identified in clause 3.12.1. Once the proposed building meets these conditions, and all other requirements of this Agreement, the Development Officer may issue relevant permits.

3.13 WATERCOURSE SETBACKS, BUFFERS AND NON-DISTURBANCE

3.13.1 Riparian buffers and watercourse setbacks shall be provided on the Lands as required under the Bedford Land Use By-law, as amended from time to time.

3.13.2 Where a watercourse setback or wetland 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.

3.13.3 Where a watercourse setback and wetland area is established over lots intended for development, the area shall be shown on a lot grading plan for each individual property 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.

3.13.4 Every application for a development permit for a building or structure to be erected pursuant to this section, shall be accompanied by plans drawn to an appropriate scale showing the required watercourse setbacks, wetlands and non-disturbance areas, existing vegetation limits and contours and other information including professional opinions, as the Development Officer may require, to determine that the proposed building or structure will meet the requirements of this Agreement.

3.14 TEMPORARY CONSTRUCTION BUILDING

3.14.1 For each lot, a building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.15 MAINTENANCE

3.15.1 The Developer and the Province shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the

exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

3.16 VARIANCE

3.16.1 The Municipality agrees that the variance provisions and procedures made under the *Halifax Regional Municipality Charter* shall apply to the development of the Lands permitted under this agreement, subject to the applicable requirements of the Bedford Municipal Planning Strategy.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

4.1.1 All design and construction of primary and secondary service systems on the Lands shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

OffSite Disturbance

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

Underground Services

4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to all multiple unit dwellings on the Lands of the Developer shall be underground installation.

Site Preparation in a Subdivision

4.4.1 Neither the Developer nor the Province shall commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.

Outstanding Site Work

4.5.1 For multiple unit dwellings on the Lands of the Developer, securities for the completion of outstanding onsite paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall

consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

- 5.1.1 Prior to the commencement of any site work on the Lands of the Developer and/or the Lands of the Province, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer (for Lands of the Developer) and/or the Province (for Lands of the Province) shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia 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. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.2 Stormwater Management System

- 5.2.1 The Developer (for Lands of the Developer) and/or the Province (for Lands of the Province) agree to construct, at their own expense, the Stormwater Management System for the development which conforms to the design submitted to the Development Officer and reviewed by the Development Engineer. The Developer (for Lands of the Developer) and/or the Province (for Lands of the Province) shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.2.2 The Developer(for Lands of the Developer) and/or the Province(for Lands of the Province) agree, at their own expense, to maintain in good order all stormwater facilities on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.4 of this Agreement; and
- (c) The reduction in the total number of dwelling units and reassignment of density to neighbourhood commercial land uses to a maximum of:
 - i.) 15,000 sq. feet of neighbourhood commercial land uses on Lot WB-9R6; or
 - ii.) 5,000 sq. feet of neighbourhood commercial land uses on Block Q-R4 (Portion of).

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

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

7.3 Commencement of Development

7.3.1 In the event that development on the Lands of the Developer has not commenced within three years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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.

7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for any of the proposed buildings.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer or the Province at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

Upon the completion of the whole development or complete phases of the development, 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; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Bedford Land Use Bylaw, as may be amended from time to time.

7.5 Discharge of Agreement

If the Developer fails to complete the development on the Lands of the Developer after seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office 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; or
- (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

If the Developer or the Province fails to observe or perform any condition of this Agreement after the Municipality has given the applicable party thirty (30) days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer and/or the Province from continuing such default and the Province and Developer hereby submit to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use Bylaw; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in
the presence of:

(Insert Registered Owner Name)

Witness

Per:_____

SIGNED, SEALED AND DELIVERED in
the presence of:

Witness

(Insert Registered Owner Name)

Per: _____

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

Witness

HALIFAX REGIONAL MUNICIPALITY

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

Attachment B Policy Review (Relevant Policy)

<p>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:</p> <ul style="list-style-type: none"> a) identify significant constraints and sensitivities with regard to flood potential, and environmental features and provide appropriate protection measures; b) 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. 	<p>A master stormwater management plan was previously approved and the local street network for the area was constructed including stormwater facilities. The approved plan meets the terms of Policy BW-1 and was previously reviewed and accepted by Bedford Waters Advisory Board.</p>
<p>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.</p>	<p>The existing subdivision for the Bedford West Business Campus met the terms of this policy. No changes are being proposed.</p>
<p>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:</p> <ul style="list-style-type: none"> 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 	<p>The proposed development is located in the Sandy Lake Watershed and not the Paper Mill Lake Watershed and is not subject to this requirement. Further, the development agreements for adjacent lands in Sub Area 3 and 4 requires such a water quality monitoring program.</p>

<p>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;</p> <p>d) conform with all water quality policies, specifications, protocols and review and approval procedures approved by Regional Council.</p>	
<p>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.</p>	<p>The existing stormwater management plan and the resulting stormwater management system complies with this requirement. No changes to the stormwater management which affect this matter are proposed.</p>
<p>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.</p>	<p>The proposed development agreement complies with this matter.</p>
<p>Policy BW-8: No development agreement shall be entered into over lands on which trees have been removed except:</p> <ul style="list-style-type: none"> 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. 	<p>In the Business Campus area of Bedford West development can take place through the provisions of the zone and the Site Plan approval process. During the Site Plan approval process matters such as tree and natural vegetation retention, landscaping and riparian buffers are dealt with as required by BW-36. The subject lands had trees cleared as part legal site work enabled by Policy BW-36.</p> <p>Policy BW-8 allows cutting, where in the opinion of Council, the extent of such cutting would not preclude achieving three objectives. These objectives are:</p> <ul style="list-style-type: none"> -to identify, preserve and maintain significant environmental features; -to protect riparian buffer areas around lakes and watercourses; - to minimize site disturbance, maximize tree retention and to restore trees over area which have been disturbed by development activities. <p>Staff have reviewed the three objectives and are of the opinion that the development controls under the existing Bedford West Business Campus Zone sufficiently protected environmental features and riparian buffers indicated in the first and second objective. The proposed development agreement maintains these development controls. Further, objective three is achieved generally by the overall concept for the greater area through this and other development agreements of Bedford West by</p>

	concentrating and grouping nondisturbance areas and through the landscaping of areas identified for development such as the specific site. Thus the proposed development is consistent section C) 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 proposed development agreement complies with this matter.
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.	The existing development agreement deals with this matter. The wetland between Innovation Drive and Science Park Drive is off-site. Should any portion be located on the subject lands, relevant clauses in the development agreement provide appropriate protection.
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.	The Municipal Service Specification has previously established a tree planting program within the right-of-way and the proposed development agreement requires further landscaping and requires a landscaping plan to be produced which will include additional tree planting.
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 proposed development agreement does not include lands with such slopes.
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 distribution system has previously been installed and meets this requirement. No changes are proposed.
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	The sewer system has previously been installed and meets this requirement. No changes are proposed.

<p>mixed use business campus uses; and 30 persons per acre for local commercial, community facility and institutional uses¹.</p>	
<p>Policy BW-16: Based on the assumed occupancies under policy BW-15 and the phasing plan illustrated on schedule BW-6, the sanitary sewer system shall be designed to satisfy the following conditions:</p> <ul style="list-style-type: none"> a) a maximum density of 40 persons per acre shall be permitted for all lands to be developed as a mixed use business campus within Sub-Area 3; c) For all other Sub-Areas or part thereof, a maximum density of 20 person per acre shall be permitted; and d) the temporary pumping station and forcemain, illustrated as ΔPS (TEMP)@ and ΔFORCEMAIN (TEMP)@ on schedule BW-4, shall be permitted to service a maximum of 6,100 persons where upon the permanent pumping station and forcemain along the Kearney Lake Road must be designed and constructed to service all lands intended to flow to the Halifax Sewage Treatment Plant (as illustrated on schedule BW-4). This requirement may be waived if: <ul style="list-style-type: none"> i) the financing for the construction for the permanent pumping station and forcemain has been secured by the Municipality and a time frame for construction agreed upon; and ii) there is sufficient capacity remaining in the temporary pumping station and forcemain to allow for additional sewage discharge to the Mill Cove Sewage Treatment Plant. 	<p>The sewer system has previously been installed and meets this requirement. No changes to densities/allotments per acre within the Bedford West Business Campus are proposed.</p>
<p>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:</p> <ul style="list-style-type: none"> a) the connector road from Kearney Lake Road to the Larry Uteck Drive interchange shall be designed with a right-of-way width sufficient to allow for two lanes of through traffic with turning lanes at intersections. Direct driveway access shall be restricted to commercial developments in the vicinity of the interchange and all other access shall be restricted to street intersections. The need for sidewalks will be determined at the time a street plan is submitted in association with a development agreement for Sub-Area 9 as illustrated on Schedule BW-6; 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. d) community trail systems shall be constructed by the developer 	<p>Not applicable.</p>

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

<p>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; and</p> <p>e) phasing of transportation system upgrades shall be undertaken in accordance with the recommendations of the Transportation Plan (MRC Delphi, February 2004) unless otherwise agreed to by the Municipality and the Province.</p>	
<p>Policy BW-18: The Municipality shall prohibit motorized conveyances on all trails, except maintenance, emergency or patrol vehicles, and except electric wheelchairs or similar devices required for mobility by persons with disabilities.</p>	<p>There are no trails proposed within the subject lands.</p>
<p>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:</p> <p>a) Any approvals within Sub-Areas 1 to 12 will also be contingent upon availability of capacity within municipal service systems;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>e) no municipal approval for Sub-Area 5 will be given until development agreements have been entered into for Sub-Areas 2, 3 and 4 or Sub-Areas 2, 4 and 6 but nothing will preclude allowing development to commence before completion of Sub-Areas 2, 3, 4 or 6;</p> <p>f) no municipal approvals will be granted for Sub-Areas 7, 8 and 9 until the Highway 102/Larry Uteck Drive interchange and Kearney Lake Road connector are constructed or financing has been secured and a time frame for completion agreed upon;</p>	<p>These matters do not apply to the proposed development agreement.</p>
<p>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.</p>	<p>Infrastructure charges (based on acreage) are in effect for the areas covered by the proposed development agreement and capital cost charges have previously been paid at the time of subdivision.</p>
<p>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</p>	<p>The proposed development agreement varies the land uses indicated by the Community Concept Plan (Mixed Use Business Campus) to multiple unit</p>

<p>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.</p>	<p>dwelling as permitted by policy.</p>
<p>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.</p> <p>If required, terms may be incorporated in a development agreement to ensure functional and aesthetic objectives are achieved. (RC-July 8/08;E-Aug 9/08)</p>	<p>The proposed agreement is consistent with this requirement. In general, development standards are consistent with past practices established within the Bedford West area.</p>
<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p>	<p>The proposed development agreement is not on lands with designated Open Space areas,.</p>
<p>Policy BW-29: The development of all recreational facilities shall conform with the HRM Guidelines for Parkland Planning adopted by Council.</p>	<p>As subdivision has previously been completed for the subject area, there are no new public recreational facilities proposed.</p>
<p>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.</p>	<p>As subdivision has previously been completed for the subject area via an as-of-right process, there are no new public recreational facilities proposed.</p>
<p>Policy BW-32: The following matters shall be considered for all development agreement applications within a Residential Neighbourhood Designation shown on Schedule BW-7:</p> <ul style="list-style-type: none"> a) the density of housing units shall not exceed six units per acre per Sub-Area except that if the maximum density permitted in 	<p>This clause does not apply to this development as it is not contained in the Residential Neighbourhood</p>

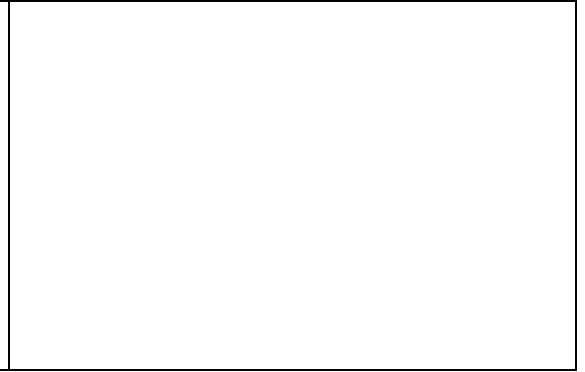
<p>one development Sub-Area is not achieved, the Municipality may consider transferring the difference between the maximum permitted and actual number of housing units to another development Sub-Area provided all policy criterion can be satisfied and the housing density does not exceed seven units per acre in any development Sub-Area;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>i) 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;</p> <p>j) 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;</p>	<p>designation. Within areas outside the Residential Neighbourhood, the number of dwelling units is regulated by the base density, 40 persons per acre, in this instance.</p> <p>The proposal includes only residential dwelling units at this time. The agreement does enable consideration of future neighbourhood commercial uses by non-substantive amendment.</p> <p>As the subdivision for this area has already been complete, no new sidewalks are proposed. The agreement requires on site pedestrian pathways to be established.</p> <p>These matters were dealt with as part of the approval process for the existing subdivision. No further actions are required.</p> <p>A variety of housing type is provided for under the existing development agreements for surrounding areas. The proposed development agreement is for multiple unit dwellings only.</p> <p>The proposed amendments meet this policy, specifically the proposed multiple unit dwellings are integrated in an area of medium to high density and are located next to buildings with complimentary massing. Further discussion can be found in the staff report.</p> <p>The Innovation Drive multiple unit buildings are consistent and/or complimentary with the adjacent streetscape in terms of building locations, height, scale, site and architectural design, landscaping, and streetscape elements.</p> <p>Not applicable.</p> <p>The landscaping provisions of the amendments provide for screening around parking for multiple unit dwellings. Further the agreement requires underground parking for a minimum of one-half of the required parking..</p> <p>The development requires the placement of a fence or a 10 foot wide landscaped strip in the relevant area.</p>
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<p>k) 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; and</p> <p>l) 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.</p>	<p>The proposed development does not include open space dedications as the lands have been previously subdivided.</p> <p>The proposal meets these requirements.</p>
<p>Policy BW-36: The Mixed Use Business Campus designation, illustrated on Schedule BW-7, shall support a wide range of businesses which produce goods and services, recreational uses, hotels, institutional facilities and park-and-ride facilities. Limited provisions shall be made for retail uses, personal and household services and restaurants and standards shall be established for landscaping, architectural design, signs, parking, loading areas and driveway access. A zone shall be established under the Land Use By-law to implement this intent but granting of a municipal development permit shall also be subject to site plan approval. The following matters shall be considered in any site plan approval application:</p> <ul style="list-style-type: none"> a) outdoor storage or outdoor display and sales shall be limited and any outdoor waste containers shall be screened; b) open spaces are integrated into the layout and where feasible, larger trees are retained; c) landscaping is introduced to all areas disturbed during construction; d) preference is given to limiting parking spaces between a building and the front lot line and no loading bays shall be located on the building facade facing a public street; e) natural vegetation, landscaping or screening is employed around parking areas and measures are taken to allow for safe and convenient pedestrian access to public entrances of buildings; f) bicycle storage facilities are provided near the main entrances to the building and/or in designated public spaces; g) walkways shall extend from the entrances of buildings to a public sidewalk in front of the building and to any public trail system abutting the property and, unless otherwise not possible, shall not cross any driveways or parking areas; h) buildings, structures and parking lots are located on a lot so as to minimize the alteration of natural grades and to minimize the area of impervious surfaces; and i) a storm water management plan has been prepared by a Professional Engineer with any measures required to prevent the contamination of watercourses and, where possible, allows surface water flows to be directed to permeable surfaces. 	<p>These policies do not apply as the proposed multiple unit residential dwellings in the Mixed Use Business Campus are being developed through a development agreement process via Policy BW-37.</p>
<p>Policy BW-37: Residential developments may be considered by development agreement within the Mixed Use Business Campus Designation. Consideration will be given to policy BW-32.</p>	<p>The proposed Innovation Drive multiple unit dwellings are proposed under this policy. See BW-32 policy review above.</p>

Additional Policy Review Bedford MPS (referred from Policy BW-32)

<p><i>Policy R-12A:</i> 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 meters 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.</p>	<p>Architectural guidelines for the proposed multiple unit dwellings are provided in Attachment A. No specific tree retention areas have been identified and provisions for landscaping are provided in the draft development agreement. Multiple unit dwellings have been limited to twelve storeys and are separated from Hammonds Plains Road by existing lots, thus limiting their visibility. Limitations in height in the policy are not relevant to Bedford West development agreements.</p>
<p><i>Policy R-12B:</i> 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.</p>	<p>Non-disturbance areas are required as part of the proposed development agreement. Landscaping requirements are required as part of the proposed development agreement.</p>
<p><i>Policy R-12C:</i> 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</p>	<p>This policy is addressed through design guidelines in the proposed development agreement.</p>

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.



Attachment C – Conceptual Site Designs

ATTACHMENT C
CONCEPTUAL SITE DESIGNS



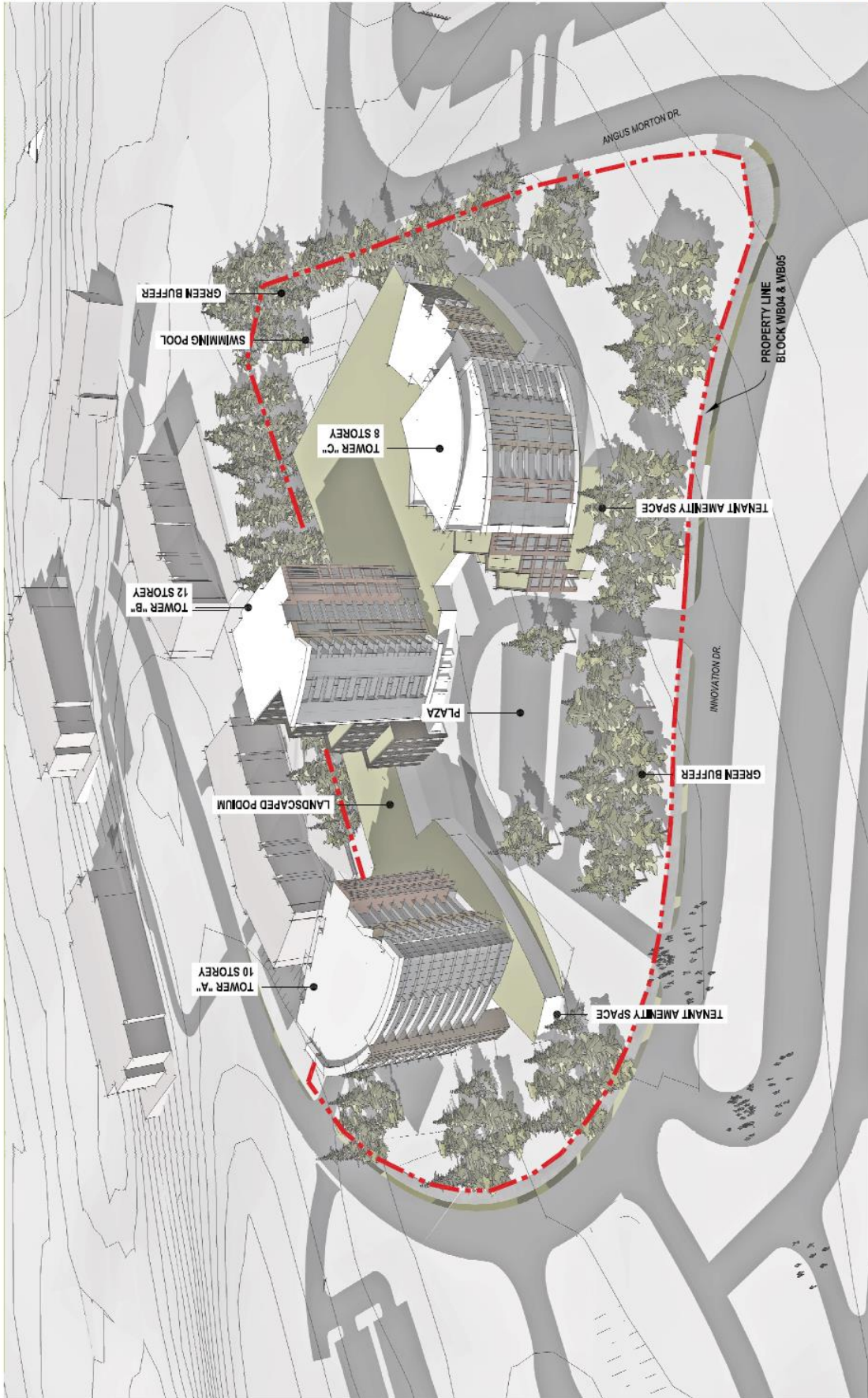
SITE PLAN
CONCEPT

SCALE 1" = 100'-0"
Jun 30, 2016

BLOCK WB04 & WB05, INNOVATION DRIVE, BEDFORD, NS

Keesner Goodspeed Architects Ltd.
5543 Cornwallis Street, Suite 200 | Halifax, NS B3K 0B6
Tel: 902-422-7857 | Fax: 902-422-8886 | www.kgaarchitects.com





PERSPECTIVE VIEW
CONCEPT

BLOCK WB04 & WB05, INNOVATION DRIVE, BEDFORD, NS

Jun 30, 2016

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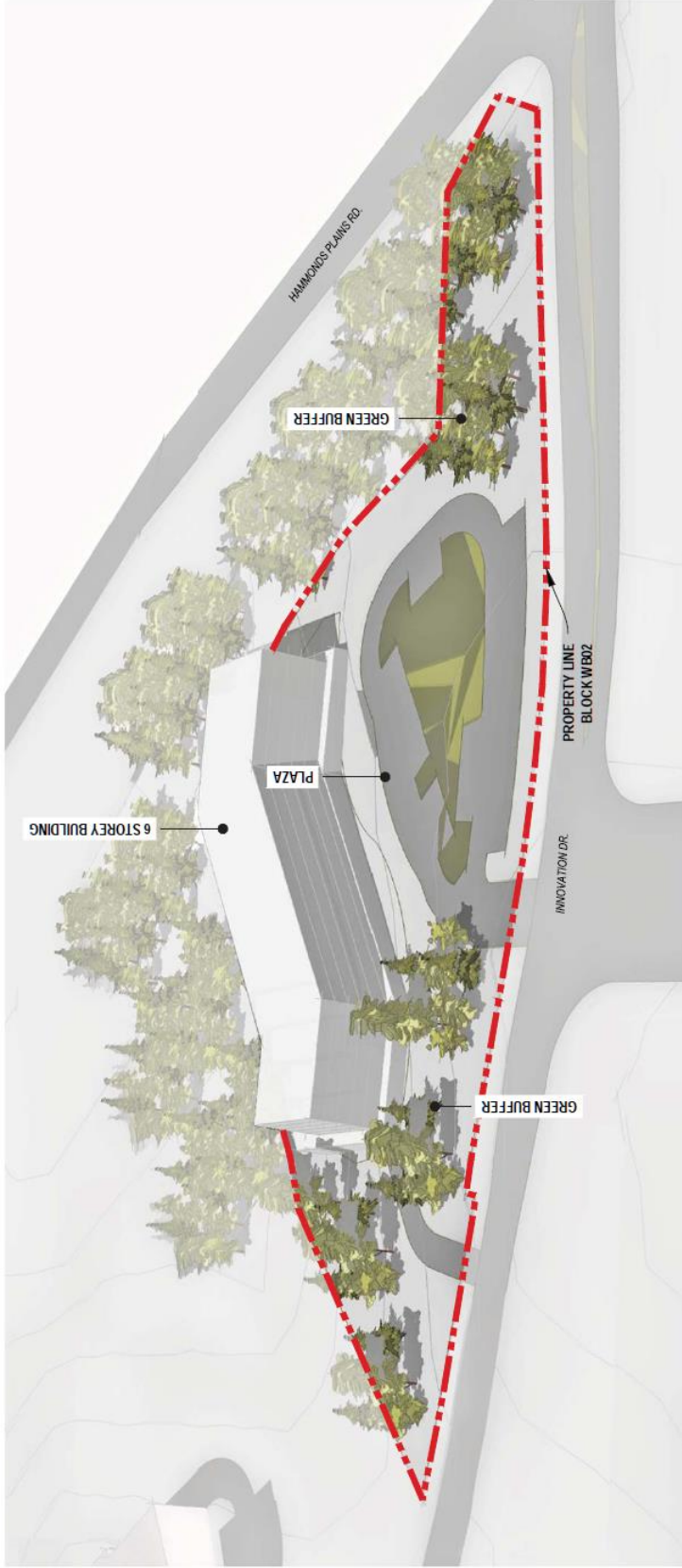




PROPOSED MIX-USE DEVELOPMENT
BLOCK WB02, INNOVATION DRIVE, BEDFORD, NS

Kusner Goodspeed Architects Ltd.
 2600 Commercial Street Suite 200 Halifax, NS B3H 2K6
 Tel: 902-422-2222 Fax: 902-422-2222 www.kgarch.com





PERSPECTIVE VIEW
CONCEPT

PROPOSED MIX-USE DEVELOPMENT
BLOCK WB02, INNOVATION DRIVE, BEDFORD, NS

Dec 17, 2015



