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Item No. 13.1.2 (i)
North West Community Council
May 16, 2016

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Director of Planning and Development

DATE: April 28, 2016

SUBJECT: **Case 18781: Development agreement for Bedford West Sub Areas 7 and 8, Hammonds Plains**

SUPPLEMENTARY REPORT

ORIGIN

- Application by West Bedford Holdings Limited
- February 29, 2016 public hearing by North West Community Council
- February 29, 2016, motion of North West Community Council

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Approve the proposed development agreement which shall be substantially of the same form set out in Attachment A, to develop a residential/commercial development at Bedford West Sub Areas 7 and 8, Hammonds Plains.
2. Require the Development 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

On February 29, 2016, North West Community Council held a public hearing to consider a development agreement for Bedford West Sub Areas 7 and 8, to enable a mixed use development containing approximately 2,459 residential dwelling units over 386 acres (156.58 ha). Community Council deferred consideration of the proposed mixed use development and requested a supplementary report regarding the following matters:

- (a) the proposed accesses to the subject property;
- (b) further options regarding buffering, intensity and density changes to the proposed development;
- (c) a timeline respecting the proposed enhancements to Larry Uteck Boulevard;
- (d) an update from the Province of Nova Scotia respecting the status of Highway 113;
- (e) a response from staff regarding questions raised by the public during the public hearing; and
- (f) documentation of the proposed changes to the development agreement offered by the applicant during the public hearing.

DISCUSSION

Staff has reviewed these matters, discussed them with the applicant, West Bedford West Holdings Limited, and offer the following on each of the matters outlined above:

(a) Proposed Access Points

The proposed development enables a street network (Map 1) accessing Larry Uteck Boulevard via a portion of Broad Street, the main collector street for Bedford West. When complete there will be two full access points to the existing collector street network and two full access points to the local street network. These access points are:

- Broad Street (North) at Larry Uteck Boulevard (collector);
- Broad Street (South) at Larry Uteck Boulevard (collector);
- Terradore Lane (local); and
- Belle Street (local).

Additional pedestrian/bicycle only access points are provided in the following locations:

- Belle Street extension at the end of the cul-de-sac; and
- Arbour Way (between Arbour Way and Broad Street).

When considering access points, staff primarily considers matters of safety and community connectivity.

Safety: To ensure public safety, subdivisions with greater than 100 lots should have at least one additional access point to the existing street network. Additional access points provide a second means of access/egress should the other access be blocked by an accident, emergency response or another event such as a fire, flood, etc. This requirement is based on the Municipal Service System Specifications as per the Regional Subdivision By-law.

Based on the proposal, a second access is achieved after the development of approximately 240 units via a local street connection to Belle Street. Further, a third local access to Terradore Lane is achieved at approximately 1000 units and a fourth access to Larry Uteck Boulevard is achieved at approximately 2700 units. While staff is satisfied the number of proposed access points is appropriate to ensure public safety, the removal of any access point prior to the completion of the development could jeopardise the safety of the area. At full build-out, the safety of the network is less of an issue, as most new streets will have two accesses to Broad Street.

Connectivity: An important component of livability within a community is its connectivity with nearby destinations. Connectivity is influenced by the number, directness and type of connections and can be directly correlated to the distance travelled between two points.

Connectivity is important in subdivisions where streets can be a mix of culs-de-sac, looping streets and indirect routes. Well connected communities minimize travel distances and times, reduce greenhouse gas emissions, and have other positive impacts. For municipalities, connectivity ensures the effective delivery of transit, school bus, garbage, snow plowing and emergency services. For example without an access to the surrounding subdivisions, anyone in those subdivisions would have to drive an additional 1-2 km to reach the proposed regional park entrance.

In arriving at the proposed street layout, staff has been flexible in negotiating with the developer on this aspect and through their analysis has enabled a reduced number of street connections to adjacent subdivisions as compared to what typically would be required. In addition, pedestrian/bicycle only connections have been allowed in certain locations rather than full vehicular access, thus promoting alternate travel modes.

Concerns that the Belle Street or Terradore Lane accesses will cause traffic issues were raised at the public hearing. It is anticipated that traffic through these accesses will be limited and affect a small number of homes. Further, the hierarchy of streets is designed to direct, collect and carry traffic throughout the development primarily via non-local streets. Should local street access points become an issue, the Municipality has through existing policies¹ means to address any potential neighbourhood short-cutting concerns. The benefits of connecting the communities outweigh the concerns or risks of making inter community connections. On balance, staff does not support the removal of full vehicle access points between the development and surrounding communities at Belle Street or at the extension of Terradore Lane. The consideration of removal of this full vehicle access would require a new public hearing (described later in this report).

(b) and (f) Buffering, Intensity and Density / Changes Proposed by the Applicant

At the public hearing, the manner by which buffering, land use intensity and density was proposed was questioned. The Developer has offered to make changes to increase buffering, lower development intensities and/or the density of dwelling units in areas of concern. A letter from the Developer (Attachment B) outlines their amended proposal. An updated development agreement (Attachment A) includes the following changes;

Sub Area 7

- Addition of a 5 m (16.4 feet) buffer/non-disturbance area adjacent to existing single unit dwellings on Belle Street;
- Increased lot frontages on Belle Street extension from 15.24 m (50 feet) to 21.33 m (70 feet);
- Increased lot size of the first lot adjacent to 37 Belle Street, to increase frontage and reduce the number of abutting properties; and
- Institutional building heights adjacent 3 Belle Street have been limited to 12.19m (40 feet) and commercial buildings located east of Broad Street have been limited to six storeys.

Sub Area 8

- Addition of a 10 m (32.8 feet) buffer/non-disturbance area between townhouse lots and lots on Road 8-5 which are adjacent to existing single unit dwellings on Arbour Way;
- Addition of a 5 m (16.4 feet) buffer/non-disturbance area between new single unit dwellings on Road 8-4 and existing single unit dwellings on Blue Mountain Drive;
- Additional parkland has been provided at the end of Arbour Way rather than a townhouse block.
- Townhouses abutting Arbour Way have been limited to 2 storeys plus a basement;
- Condo townhouses on Road 8-3 have been reduced to one storey plus a basement;

¹ See Neighbourhood Shortcutting Policy at <http://www.halifax.ca/traffic/calming/scpsep04.pdf>

- Townhouses have been removed from Road 8-5 and replaced by single unit dwellings;
- Three multiple unit dwellings on the east side of Broad Street and closest to Arbour Way have been reduced in height to a maximum of six storeys;
- Building heights for the institutional site adjacent to Arbour Way have been limited to four storeys plus basement.

In addition to the changes above, the applicant has proposed several options they would like the Municipality to consider as an alternative to the street access to Belle Street. Staff has reviewed the options and do not support any of the proposals as they either compromise safety, or connectivity. The development agreement (Attachment A) includes the original full street layout including full accessed to Belle Street and Terradore Lane.

Need for an Additional Public Hearing

All changes proposed to the agreement have their origins in comments received or made at the public hearing. All changes are agreed to by the developer and have minimized or reduced the impacts of the development by increasing buffers, reducing building heights or reducing the intensity of the development. As a result, staff are of the view that the proposed changes may proceed without an additional public hearing. It is further noted that any other changes to the development, including changes to street access points, may trigger the need for an additional public hearing.

(c) Larry Uteck Boulevard Improvements

There are six outstanding projects that are included in the Bedford West Capital Cost Charge program. They include the widening of Larry Uteck Boulevard, from Bluewater Road to the Kearney Lake Connector (4 phases), intersection upgrades and new traffic signals at a variety of intersections. The developer will also be installing traffic signals or round-a-bouts at the two intersections where Broad Street intersects with Larry Uteck Boulevard. Additionally, should Highway 113 be built, two additional intersections/round-a-bouts will have to be constructed by the Province. The table below outlines anticipated timelines for the construction of these improvements. Timelines provided are approximate and subject to change. It is likely that some of the noted start dates will not be achieved and will change as the development of the Bedford West area has not progressed within the timelines originally anticipated. Staff expects to provide Council with a more detailed update on this particular matter in the future.

Location	Associated Work	Approximate Start Date	Responsibility
Larry Uteck Boulevard	Phase 1 – widen to 4 lanes	2015 / 2016	Municipality
Larry Uteck Boulevard at Hammonds Plains Road	Intersection upgrades – dual left turn lanes	2015 / 2016	Municipality
Larry Uteck Boulevard	Phase 2– widen to 4 lanes	2016 / 2017	Municipality
Larry Uteck Boulevard	Phase 3– widen to 4 lanes	2017 / 2018	Municipality
Larry Uteck Boulevard	Phase 4– widen to 4 lanes	2020 / 2021	Municipality
Larry Uteck Boulevard at Bluewater Road	Traffic Signals		Municipality
Larry Uteck Boulevard and Broad Street - North	Signal or round-a-bout	By 2021	Developer (Signals) and Municipality (round-a-bout cost share)
Larry Uteck Boulevard and Broad Street - South	Signal or round-a-bout	By 2021	Developer (Signals) and Municipality (round-a-bout cost share)
Highway 113 Exits	Construction of signalized intersection or round-a-bout	Unknown 2029±	Province of N.S.

(d) Highway 113 Update

The Nova Scotia Transportation and Infrastructure Renewal (NSTIR) Highway 113 Environmental Assessment Report (2009) estimated that Highway 113 would be constructed within approximately 20 years (2029). The recent NSTIR 5-Year Highway Improvement Plan (2016-17 Edition) does not indicate any planned work on the proposed highway within the next five years. Recent discussions with NSTIR have indicated that the Highway 113 is a long term project with no work anticipated in the immediate future.

(e) Public Hearing Questions

Numerous questions were raised at the public hearing with regards to a variety of topics. Answers to questions were identified at the public hearing and the minutes of the hearing have since been approved by Community Council. Through consultations with the Chair of North West Community Council and the area Councillor it has been indicated that no further action on this matter is required.

Conclusion

The proposed changes to the development agreement are consistent with policies in the Bedford West Secondary Planning Strategy. It is therefore recommended that North West Community Council approve the proposed development agreement as included in Attachment A.

FINANCIAL IMPLICATIONS

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved 2016/17 budget 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 agreement are contained within the Discussion section of this report.

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, a public information meeting held on December 2, 2013, and a public hearing held on February 29, 2016.

ENVIRONMENTAL IMPLICATIONS

No additional concerns have been identified beyond those raised in the original staff report, dated December 29, 2015.

ALTERNATIVES

1. North West Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the Developer, a supplementary staff report and may require a Public Hearing. A decision of Council to approve the development agreement is appealable to the NS Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed development agreement as set out in Attachment A of this report and, in doing so, must provide reasons why the development agreement does not reasonably carry out the intent of the SPS. A decision of Council to reject the Development Agreement is appealable to the N.S Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1	Phasing and Access Plan
Attachment A	Proposed Development Agreement
Attachment B	Letter from Developer – Development Agreement Changes

The original staff reports and development agreement can be found at:
<http://www.halifax.ca/commcoun/central/documents/160111nwcc1312.pdf>

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.

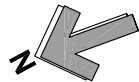
Report Prepared by: Andrew Bone, Planner III, Regional Planning-Policy & Strategic Initiatives, 902-490-6743

Original Signed

Report Approved by: _____
Kelly Denty, Manager, Current Planning, 902-490-4800

Map 1

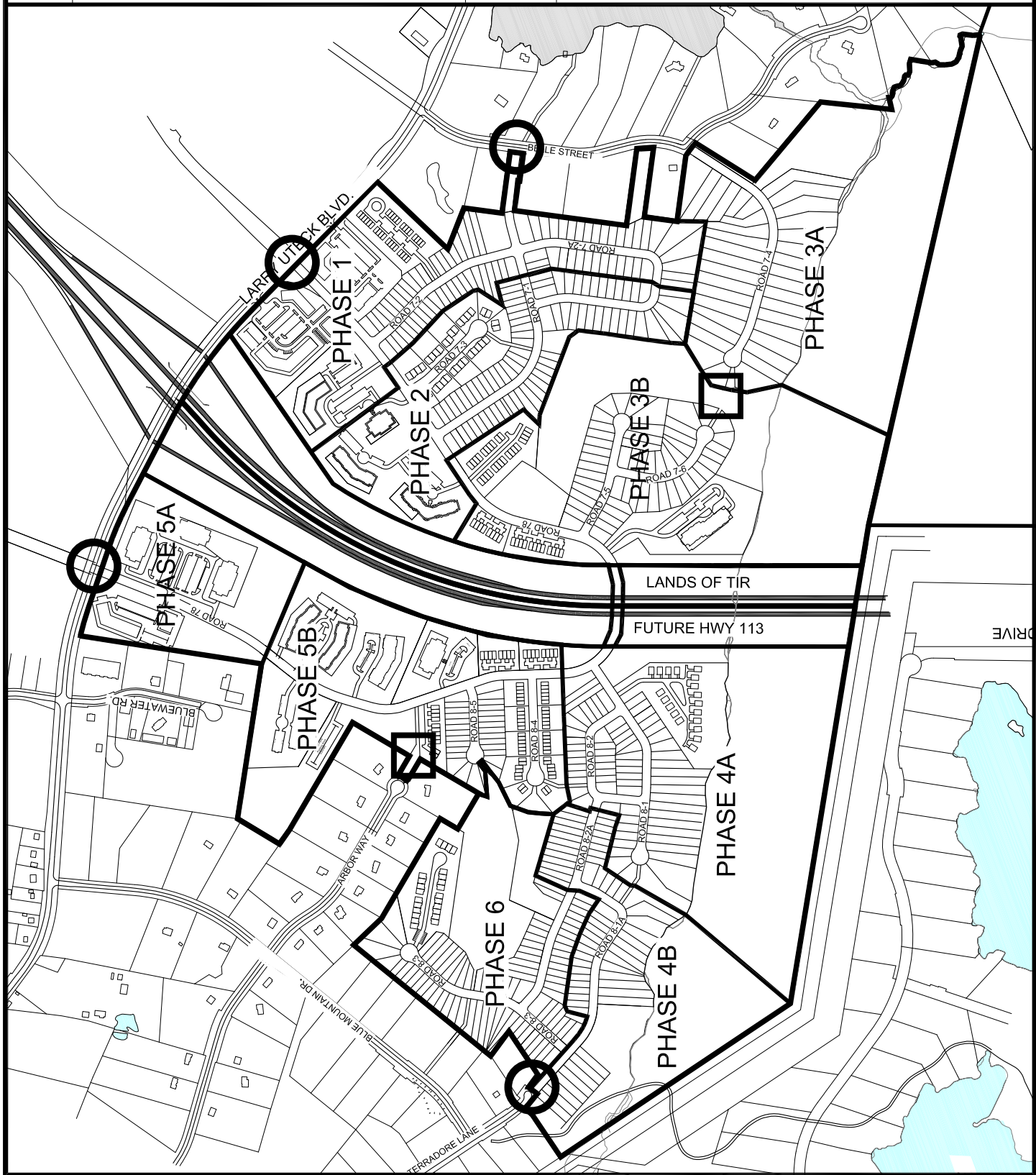
Sub-Area 7 & 8
Phasing Plan
&
Access Plan



Full Access
Vehicle / Bicycle /
Pedestrian



Partial Access
Bicycle /
Pedestrian



April 2016

**Attachment A
Proposed Development Agreement**

THIS AGREEMENT made this day of **[Insert Month]**, 2016,

BETWEEN:

(INSERT PROPERTY OWNER)

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands, approximately 386 acres, located at Larry Uteck Boulevard and which said lands are more particularly described in Schedule A and Schedule A-1 hereto (hereinafter called the "Lands");

AND WHEREAS the Lands are located within the area known as Bedford West Sub Area 7 and 8 and all developments within these Sub Areas are only permitted by development agreement;

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for residential, institutional and commercial subdivision on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the Policies for the Bedford West Secondary Planning Strategy as contained in the Bedford Municipal Planning Strategy and the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Part 4, Section 3 (p) of the Bedford Land Use By-law and Part 26E (1) of the Beaver Bank, Hammonds Plains and Upper Sackville 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 18781;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the this Agreement and the Land Use By-law for Bedford, Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville, and the Regional Subdivision By-law, 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, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-laws to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws 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 shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer except where an Implementation Plan is approved by the Nova Scotia Utility and Review Board. 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 by-law of the Municipality applicable to the Lands (other than the Land Use By-laws to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

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

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 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 Regional Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

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

Accessory Use - means a use subordinate and naturally, customarily, and normally incidental to and exclusively devoted to a main use of land or building and located on the same lot.

All Age/Teen Club - means an establishment targeted towards teens but includes all ages and is primary a dance or social club licensed and regulated by the Province of Nova Scotia pursuant to Theatre and Amusement Act and regulations made thereto and does not include the licensed sale of alcoholic beverages.

Amusement Arcade or Centre - means a commercially operated facility exclusively containing common amusement devices, including coin-operated machines, coin-operated pool tables and computer based games, licensed and regulated pursuant to the Theatre and Amusement Act and excluding video lottery terminals and private clubs.

Area, Net - means that land contained within the building lot boundaries.

Automobile Service Station or Service Station - means a building or part of a building or a clearly defined space on a lot used for the retail sale of lubricating oils and gasolines and may include the sale of automobile accessories and the servicing and minor repairing essential to the actual operation of motor vehicles other than auto body repairs or an automobile sales establishment.

Bed and Breakfast/Guest Home Operation - means a private home where the owner resides which provides accommodations for the travelling or vacationing public containing a maximum of three rental units (bedrooms) and a common living room, that may or may not serve breakfast and licensed or capable of being licensed by the Tourist Accommodation Act and regulations made thereto.

Bicycle Parking, Class A - means a facility which secures the entire bicycle and protects it from inclement weather, and includes any key secured areas such as lockers, bicycle rooms, and bicycle cages.

Bicycle Parking, Class B - means bicycle racks (including wall mounted varieties) which permit the locking of a bicycle by the frame and the front wheel and support the bicycle in a stable position with two points of contact.

Bicycle Parking, Enhanced - means any of the following: bicycle parking in excess of the required minimums in terms of quantity or class; the provision of sheltered bicycle parking; the provision of showers (at the rate of one for every six bicycle spaces); and clothes lockers (at the rate of one for every bicycle space).

Billiard/Snooker Club - means a private commercial establishment for the primary purpose of playing pool, billiards and snooker and requiring membership, registration as a Joint Stock Company, by-laws and licensed and regulated by the Province of Nova Scotia pursuant to the Liquor Control Act and the Special Premises Act and regulations made thereto.

Bingo Halls - means a building or part of a building wherein bingo and associated bingo activities are the primary use contained within the building and licensed by the Nova Scotia Gaming Control.

Buffer - means a separation distance which contains existing trees or newly planted trees which are a minimum of 6 feet high planted at no greater distance than 6 feet apart, measured in any direction. New trees shall be Austrian Pine, Colorado Spruce, White Spruce, Douglas Fir, or species recommended by the Tree Committee. Where taller trees are planted the separation distance between them may be increased in proportion to the increased height to a maximum of 10 feet separation.

Building - means any structure, whether temporary or permanent, used or built for the shelter, support, accommodation or enclosure of persons, animals, material, vehicles, or equipment. Any tent, awning, deck, patio or platform, vessel or vehicle used for any of the said purposes shall be deemed to be a building.

Cabaret - means an entertainment establishment licensed by the Nova Scotia Liquor Licensing Board as per the Liquor Control Act.

Cemetery - means the use of land or structures for the interment of human remains but shall not include the use of structures for crematoriums.

Church - means a building dedicated to religious worship and may include a church hall, church auditorium, Sunday School, parish hall, and day nursery.

Clinic - means a building or part of a building used for the dental, medical, surgical or therapeutic treatment of people, but does not include a public or private hospital or a professional office of a doctor located in his/her residence.

Club - means an establishment licensed by the Nova Scotia Liquor Licensing Board as per the Liquor Control Act.

Commercial uses- means uses identified in Schedule L.

Commercial Motor Vehicles - means any motor vehicle having a registered weight in excess of 3,000 kilograms which is used for a commercial purpose, including but not limited to, ambulances, hearses, motor buses, tractors, panel vans, transport and dump trucks, whether or not it displays commercial licenses or signage.

Commercial Parking Lot - means an open area other than a street or lane or parking structure, used for the parking structure, used for the parking of motor vehicles and available for public and/or private use whether or not for compensation. A commercial parking lot shall include three (3) or more parking spaces together with aisles and shall have principle access to a street and shall for the purpose of this Agreement constitute the main use of the lot.

Commercial Photography - means the premises used for portrait and commercial photography, including developing and processing of film; sale of film and photographic equipment and repair or maintenance of photographic equipment.

Community Centre - means any tract of land or a building or any part of buildings used for community activities whether used for commercial purposes or not, the control of which is vested in the Municipality, a local board, a non-profit group, or agent thereof. Activities such as bingo halls and youth centres are permitted as a secondary or accessory uses to the primary function.

Community Commercial Use – means any use permitted as identified in Schedule L of this Agreement.

Council - means the Council of the Halifax Regional Municipality or the Community Council as may be deemed appropriate.

Day Care Facility - means a building, part of a building or other place, whether known as a day nursery, nursery school, kindergarten, play school or by any other name, with or without stated educational purpose, the operator of which for compensation or otherwise, receives for temporary care or custody, on a daily or hourly basis, during all or part of the day, apart from parents, more than three (3) children not of common parentage and up to and including twelve (12) years of age; but does not include a nursery school or kindergarten conducted as part of a school, college, academy or other educational institution where instruction is given in Grades Primary to VII.

Designation or Designated - means a designated area of land shown on Schedule B of this Agreement.

Development Officer - means the officer of the Halifax Regional Municipality, charged by the Regional Council, with the duty of administering the provisions of the Land Use By-Law.

Development Permit - means the permit other than a building permit issued by the Development Officer which indicates that a proposed development complies with the provisions of the Land use By-Law.

Dry Cleaning Depot - means a building, or part thereof, used for the purpose of receiving articles or goods which are made of fabric which are to be removed from the premises for dry cleaning, dyeing, or cleaning, and for the pressing and distribution of any such articles or goods which have been subject to any such process.

Dwelling - means a building occupied, or capable of being occupied, as a home, residence, or sleeping place by one or more persons, consisting of one or more dwelling units and shall not include a hotel, a motel, nor apartment hotel.

Dwelling, Multiple Unit - means a building containing three or more dwelling units which typically have a common entrance and the occupants of which have the right to use in common certain areas of the building and its property.

Dwelling, Townhouse - means a building that is divided into three or more dwelling units, each of which has independent entrances to a front and rear yard immediately abutting the front and rear walls of each dwelling unit.

Dwelling, Stacked Townhouse - means a building or structure divided vertically and horizontally into three or more dwelling units, each dwelling unit having private access to the outside yard area adjacent to the building.

Dwelling, Semi-Detached - means a building that is divided vertically into two dwelling units each of which has an independent entrance, and shall be referred to a two-unit dwelling in this Agreement.

Dwelling, Single - means a completely detached dwelling unit.

Dwelling Unit - means a suite operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping, and sanitary facilities.

Erect - means to build, construct, reconstruct, alter or relocate and without limiting the generality of the foregoing, shall include any preliminary physical operation such as excavating, grading, piling, cribbing, filling, draining, or structurally altering any existing building or structure by an addition, deletion, enlargement or extension.

Established Grade - means the elevation of the finished grade at the base of the walls of a building.

Family or Household - means an individual or a group of persons residing together in one dwelling unit, including any domestic servants, non-paying guests and foster children.

Gas Bars - means development used for the retail sale of gasoline, other petroleum products and incidental automotive accessories. This use does not include automobile service stations but may include a car wash or drive-thru restaurant as an accessory use.

Garden Markets - means a structure erected on a lot on a seasonal basis for the purpose of selling garden plants, produce and other related horticultural items, and shall exclude the selling of items from a tractor trailer, construction trailers, travel trailers, converted mobile homes and private vehicles. Garden markets include the use of outdoor storage and outdoor display and sales and requires the fencing within Clause 25 of the Schedule T.

Height - means the vertical distance between the average finished grades of a building to the soffit of a building, excepting gables.

Home Occupation - means an accessory use of a dwelling for gainful employment as per the General Provisions within this Agreement.

Hospital - means an institution for the treatment of persons afflicted with or suffering from illness, disease or injury.

Hotel/Motel/Guest House/Inn - means a building or buildings or part thereof on the same site in which three or more rooms are used to accommodate the travelling public for gain or profit, by supplying them with sleeping accommodations with or without meals.

Ice Cream Stand - means a retail establishment whose business is limited to the sale of ice cream, frozen desserts, dessert items, candies and confections, and beverages in a ready to-eat state and shall not include the serving of hot dogs, hamburgers, salads, pizza, hot or cold sandwiches, similar entree items or drive-thru service except where drive-thru restaurants are permitted by this Agreement.

Institutional Use - means any use permitted as identified in Schedule R of this Agreement.

Kennel - means a building or structure used for the enclosure of more than two (2) dogs which are kept for the purposes of commercial breeding or showing or for commercial boarding with or without veterinary care.

Landscaping - means any combination of trees, shrubs, flowers, grass or other horticultural elements, decorative stonework, screening or other architectural elements, all of which are designed to enhance the visual amenity of a property or to provide a screen to mitigate any objectionable aspects which may detrimentally affect adjacent land.

Loading Space - means an unencumbered area of land on privately owned property which is provided and maintained for temporary parking of a commercial motor vehicle while merchandise or materials are being loaded onto or unloaded from such vehicle. Such parking shall not be for the purpose of sales or display. Such parking shall have access to permit ingress and egress by means of driveways, aisles, or manoeuvring areas, no part of which shall be used for temporary parking or storage of a motor vehicle.

Lot - means any parcel of land described in a deed or as shown in a registered plan of subdivision

Lot Area - means the horizontal area within the lot lines of a lot.

Lot, Corner - means a lot situated at the intersection of and abutting on two or more streets

Lot, Coverage Maximum - means that percentage of the lot area covered by all buildings above ground level, and shall not include that portion of such lot area which is occupied by a building or portion thereof which is completely below ground level, and for the purpose of this definition the maximum lot coverage in each designation shall be deemed to apply only to the portion of such lot which is located within said

designation.

Lot frontage - means the distance between the side lot lines of a lot as measured in a perpendicular direction from the front lot line at a horizontal distance equal to 7.01 meters (23 feet).

Lot Line - means a boundary line of a lot, and may be further defined as:

- a) **Front Lot Line/Street Line** meaning the line dividing the lot from the street.
- b) **Rear Lot Line** meaning the lot line furthest from or opposite to the front lot line;
- c) **Side Lot Line** meaning a lot line other than a front or rear lot line;
- d) **Flankage Lot Line** meaning the side lot line which abuts a street on a corner lot.

Lounge - means an establishment licensed by the Nova Scotia Liquor Licensing Board as per the Liquor Control Act.

Main Building - means the building in which is carried on the principle purpose for which the building lot is used.

Massage Parlour - includes any premises or part thereof, by whatever name designated, where a massage, body rub, alcohol rub, bath or similar activity is performed, offered, advertised or solicited in pursuance of a trade, calling, business, or occupation or which is equipped or arranged so as to provide such activity, but does not include any premises or part thereof where treatment is routinely offered or performed for the purpose of medical or therapeutic treatment and is performed or offered by or under the supervision or direction of a physician, chiropractor, osteopath, physiotherapist, or nurse licensed or registered under the laws of the Province of Nova Scotia.

Master Stormwater Management Plan - means the document entitled *Master Stormwater Management Plan Area 7 and 8*, Ref No. 15727, prepared by LVM/Maritime Testing, for West Bedford Holdings Ltd., dated February 2013.

Mobile Home/Mini Home - means a vehicular portable structure built upon a chassis, designed to be used with or without a permanent foundation as a dwelling unit when connected to utilities and approved by the Canada Standards Association as a mobile home as evidenced by a C.S.A. seal bearing serial number commencing with Z240; and does not include a single structure composed of separate mobile units each towable on its own chassis which when towed to the site are coupled together mechanically and electrically to form a single structure.

Motel - see definition of "hotel".

Neighbourhood Convenience Store - means a commercial retail and/or service land use that serves the needs of the neighbouring residential area and shall include items of merchandise which constitute general dry goods and grocery items, and provided that such business is conducted within a wholly enclosed building and food preparation, to mean cooking, is not conducted on site.

Objectionable Use - means a use, which by its nature or operation, creates a nuisance or is offensive by the creation of noise or vibration, or by reason of the emission of gas, fumes, dust, oil or objectionable odour, or by reason of the unsightly storage of goods, wares, merchandise, salvage, refuse matter, waste or other material.

Office - means room or rooms where business may be transacted, a service performed or consultation given, but shall not include the manufacturing of any product or the retail sales of goods.

Open Space – means any land or area, the preservation of which in its present use would: (a) conserve and enhance natural or scenic resources; or (b) protect streams or water supply; or (c) promote conservation of soils, wetlands, beaches, or tidal marshes; or (d) enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations, or sanctuaries; or (e) enhance recreation opportunities.

Open Space – Private – means an open space reserved for the exclusive use of residents of a development and their guests and which is devoid of structures and improvements other than structures or improvements intended for landscape or recreational purposes.

Open space - Public – means an open space owned and maintained by a public agency for the use and benefit of the general public. Open space is devoid of structures and improvements other than structures or improvements intended for landscape or recreational purposes.

Outdoor Storage - means the storage of merchandise, goods, inventory, materials, or equipment or other items which are not intended for immediate sale, other than within a building.

Outdoor Display and Sales - means an area set aside outside the building or structure, used in conjunction with a business located within the building or structure on the same property, for the display or sale of seasonal produce, new merchandise or the supply of services.

Parking Area/Lot - means an open area, other than a street, containing parking spaces for two or more motor vehicles, available for public use or as an accommodation for clients, customers or residents and which has adjacent access to permit ingress or egress of vehicles to a street by means of driveways, aisles or manoeuvring areas where no storage or parking of vehicles is permitted.

Parking Space - means an area, the minimum dimensions of which are indicated in the General Provisions (Schedule T) section of this Agreement, for the temporary parking of motor vehicles, and which has adequate access to permit ingress and egress of a motor vehicle from a street by means of driveways, aisles or manoeuvring areas.

Person - includes an individual, association, firm, partnership, corporation, trust, incorporated company, organization, trustee or agent, and the heir, executors, or other legal representatives of a person to whom the context can apply according to law.

Personal and Household Services - means a business where professional or personal services are provided for gain and where the sale at retail of goods, wares, merchandise, articles, or things is only accessory to the provisions of such service, including but without limiting, the generality of the foregoing the following: barber shops, beauty shops, tailor shops, laundry and drycleaning depots, shoe repair, and exclusive of massage parlours.

Private Club - means a building or part of a building used as a meeting place for members of an organization and may include a lodge, a fraternity/sorority house, and a labour union hall.

Recycling Depot - means a single storey building not exceeding 69.7 square metres (750 square feet) which is used as a place of deposition, separation and compaction for domestic wastes which are recyclable. This use specifically excludes any bottle exchange activity or C&D Materials operation and shall exclude processing operations such as breaking glass or compacting by means of operating machinery such as balers. Outdoor storage is prohibited, as is the parking of commercial vehicles, except when materials are being loaded for removal.

Regional Waters Advisory Board - means the Regional Waters Advisory Board, or any other successor body, as established by an administrative order of the Municipality.

Resident - as well as meaning a person who resides on the Lands, resident shall also refer to owners, operators and renters of business premises on the Lands.

Restaurant-Full Service - means a building or part of a building wherein food is prepared and offered for sale to the public primarily for consumption within the building and is characterised by the full or partial service of delivering to or waiting on tables or cafeteria style service. However, limited facilities may be permitted to provide for take-out food function provided such facility is clearly secondary to the primary

restaurant function. A restaurant may also include the licensed sale of alcoholic beverages and a place of assembly as secondary uses.

Restaurant, Drive-Thru - means a building or part of a building wherein food is prepared and offered for sale to the public for consumption within or outside the building, but may also include off-premises consumption. Such use, normally known as fast food restaurant, is characterized by the customer pick up of food at a counter or drive through car pick up, and does not provide the regular service of delivering or waiting on tables nor licensed sale of alcoholic beverages. Examples of Drive-Thru Restaurants are McDonald's, Burger King, Dairy Queen and Tim Hortons.

Restaurant, Take-Out - means a building or part of a building wherein food is prepared and offered for sale to the public primarily for off-premises consumption. However, limited facilities may be provided for consumption within the building provided such facilities are clearly secondary and incidental to the take-out function and delivery function. Services of waiting on tables or regular delivery of food to tables are not carried on, nor is the licensed sale of alcoholic beverages. Examples of Take-Out Restaurants are Subway, Bagel Obsession and pizza establishments.

Retail Store - means a building or part thereof in which goods, wares, merchandise, substances, articles or things are offered or kept for sale directly to the public at retail value.

Screen - means a physical obstruction between incompatible land uses; a screen may include one, or a combination of, retained vegetation, fences, walls, berms, and/or newly landscaped areas.

Secondary Planning Strategy - means the Bedford West Secondary Planning Strategy, adopted under the Bedford Municipal Planning Strategy and the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy, as amended from time to time.

Separation distance - means that portion of a lot which is required to physically separate incompatible land uses; a separation distance is a horizontal distance; a separation distance may include a required front, side and/or rear yard.

Seniors Residential Complex - means a residential building designed for people seeking assisted home care by the content and layout of the dwelling units (varying in size, number of bedrooms, shared kitchens), provisions for common dining facilities, recreation areas, lounges, libraries, respite units and the accessibility of all units and facilities to the physically challenged. Provision of services such as day-care for seniors, housekeeping, security personnel, personal care, meal programs, physiotherapy, activity programs, landscaped outdoor recreation areas and open space areas may also be provided. A care component of any facility is subject to provincial regulation. Such a development will not be intended for, nor easily convertible to, a residential care facility for any other type of use.

Setback - means the distance between the street line (front property line) and the nearest wall of any building or structure and extending the full width or length of the lot.

Shipping Container - means a container originally designed for use as a means of storing and transporting cargo via ship, rail or truck.

Sign - means any structure, device, light or natural object including the ground itself, or any part thereof, or any device attached thereto, or painted or represented thereon, which shall be used to identify, advertise, or attract attention to any object, product, place, person, activity, institution, organization, firm, group, commodity, profession, enterprise, industry, or business, or which shall display or include any letter, word, model, number, flag, insignia, device or representation used as an announcement, direction or advertisement, and which is intended to be seen from off the premises or from a parking lot. The word "sign" shall not include signs regulated under HRM By-law S-800, signs located inside or on windows and glass doors of commercial activities. No other sign shall be deemed a sign within this Agreement.

a) **ground sign** - means a sign supported by one or more uprights, poles, or braces placed in or upon

the ground.

- b) **illuminated sign** - means a sign which provides artificial light directly or through any transparent or translucent material, from a source of light connected with such sign, or a sign illuminated by a light focussed upon, or chiefly directed at the surface.
- c) **projecting wall sign** - means a sign which projects from and is supported by the wall of a building.
- d) **facial wall sign** - means a sign which is attached directly to or painted upon a building wall and which does not extend there from nor extend above the roofline.
- e) **sign area** - means the area of the smallest triangle, rectangle, or circle or semi-circle which can wholly enclose the surface area of a sign. All visible faces of a multifaceted sign shall be counted separately and then totalled in calculating sign area. Three dimensional signs shall be treated as dual faced signs, such that the total area shall be twice the area of the smallest triangle, rectangle, circle or semi-circle which can totally circumscribe the sign in the plane of its largest dimension.
- f) **number of signs** - means that for the purpose of determining the number of signs, a sign shall be considered to be a single display surface or device containing elements organized, related and composed to form a unit. Where matter is displayed in a random manner without organised relationships or elements, or where there is reasonable doubt about the relationship of elements, each element shall be considered a single sign.

Special Care Facilities - means a building or part of a building or place in which accommodation is provided or is available to persons requiring or receiving skilled nursing care or where supervisory care or personal care is provided to four or more persons but does not include a place maintained by a person to whom the persons cared for are related by blood or marriage.

Stepback means a specified horizontal recess from the top of a streetwall, which shall be unobstructed from the streetwall to the sky except as otherwise specified.

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. Provided also that any portion of a storey exceeding fourteen feet in height shall be deemed an additional storey for each fourteen (14) feet or fraction of such excess.

Storey, First - means the floor of a building which is closest to established grade in the front yard.

Street - means a public street.

Street Line - means the boundary line of a street right-of-way of a street owned and maintained by the Municipality.

Street or Lot Frontage - means the horizontal distance between side lot lines at the street line.

Structure - means anything that is erected, built or constructed of parts joined together or any such erection fixed or supported by the soil or by any other structure. A structure shall include buildings, walls, wharves, seawalls, attached decks, and signs.

Swimming Pool - means an artificial body of water, excluding ponds, of more than one hundred square feet in area, used for bathing, swimming or diving.

Tavern - means an establishment licensed by the Nova Scotia Liquor Licensing Board as per the Liquor Control Act.

Tower - means a building, or part of a building that is greater than six storeys in height and excludes its base or podium.

Veterinary Clinic - means a building or portion thereof, where animals, birds or other livestock kept as domestic pets are examined, treated, groomed, or operated on and may include the indoor boarding of cats. Such use may include a standalone Kennel or Pet Care Facility but shall not be an objectionable

use as defined herein.

Watercourse - means a lake, river, stream, ocean or other natural body of water.

Yard - means an open, uncovered space on a lot appurtenant to a building (except a court) and unoccupied by buildings or structures, except as specifically permitted elsewhere in this Agreement.

Yard, Abutting - means a yard which is contiguous with or extends across one or more designation boundaries.

Youth Centre - means a building or part of a building which provides youth oriented activities owner and/or operated by a community non-profit organization or as a private business in association with a community centre.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with this Agreement and the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18781:

Schedule A	Development Area Sub-Area 7 and 8
Schedule A-1	Legal Description of the Lands(s)
Schedule B	Land Use Plan
Schedule C	Sanitary Service Plan
Schedule D	Stormwater Servicing Plan
Schedule E	Water Service Plan
Schedule F	Phasing Plan
Schedule G	Trail & Transportation Plan
Schedule H	Parkland Plan
Schedule I	Parkland Site Details
Schedule J	Urban Minor Collector Cross Section with Multi-Use Trail
Schedule K	Community Commercial Design Guidelines
Schedule L	Community Commercial Uses
Schedule M	Design Criteria for Townhouses
Schedule N	Design Criteria for Multiple Unit Dwellings
Schedule O	Water Quality Monitoring Locations Areas 7 & 8
Schedule P	Sub Area 8 Non-Disturbance
Schedule P-1	Sub Area 7 Non-Disturbance
Schedule Q	Design Criteria for Accessory Dwelling Units
Schedule R	Institutional Uses
Schedule S	Design Requirements for Gas Bars
Schedule T	General Provisions
Schedule U	Park and Open Space Uses

3.2 Requirements Prior to Approval

3.2.1 Riparian buffers areas and watercourse buffers as required by this Agreement 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 shall provide confirmation to the Development Officer that the non-disturbance areas and watercourse buffers have been appropriately marked. Such demarcations for each individual phase shall be maintained by the Developer 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 shall be granted unless the following conditions have been met:
- (a) all required parkland preparations and trails, for the applicable phase under application, have been agreed upon in accordance with the requirements of Section 3.10 of this Agreement;
 - (b) riparian buffers have been delineated, for the applicable phase under application, in accordance with the requirements of Section 3.2.1;
 - (c) if required, notifications for the design of the storm drainage system have been received in accordance with the requirements of Part 5 of this Agreement;
 - (d) a note for non-publicly owned driveways has been placed on the subdivision plan in accordance with the requirements of Section 4.2.9;
 - (e) 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;
 - (f) certification of the subdivision grading plan, for the applicable phase under application, has been complied with in accordance with the requirements of Part 5 of this Agreement;
 - (g) if required, performance security for completion of the water quality monitoring program has been posted in accordance with the requirements of Part 5 of this Agreement;
 - (h) copies of all required watercourse and wetland alteration permits for the applicable phase under application have been provided to the Development Officer;
 - (i) construction of offsite water services, and sewer services to the site have been completed or security posted as per the Subdivision By-law in a form acceptable to the Development Officer; and
 - (j) 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 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 commercial, multi-unit residential and institutional land uses a landscaping plan has been prepared by a Professional Landscape Architect in accordance with this Agreement;
 - (c) a lighting plan for commercial and multi-unit residential buildings 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 At the time of issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) for any multi-unit, commercial or institutional development, certification from a Professional Landscape Architect regarding compliance with the Landscaping Plan in accordance with this Agreement;
 - (b) for any multi-unit or commercial development, certification from a qualified person regarding compliance with the Lighting Plan in accordance with this Agreement;
 - (c) confirmation that trees have been planted for low density dwelling units or performance security has been provided in accordance with the requirements of Section 3.14; and
 - (d) lot grading certification or performance security provided for completion of the work in accordance with Sections 5.5.1 through 5.5.4.
- 3.2.5 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this

Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) A mixed use development as enabled by this Agreement and as generally illustrated on the Schedules; and
- (b) Use of the Lands in the development shall be limited to the following as defined by this Agreement:
 - i) single unit dwellings;
 - ii) semi-detached dwellings;
 - iii) townhouse dwellings;
 - iv) stacked attached townhouses
 - v) multi-unit dwellings;
 - vi) institutional uses;
 - vii) community commercial uses;
 - viii) mixed use buildings with community commercial and multiple-unit dwellings;
 - ix) parkland and open space uses;
 - x) utility uses;
 - xi) home occupations in single unit, semi-detached, townhouse and multi-unit dwellings subject to the requirements of Schedule T;
 - xii) day care facilities, nursery schools, early learning centres, and after school care in single unit, semi-detached, townhouse and multi-unit dwellings subject to the requirements of Schedule T; and
 - xiii) uses accessory to the foregoing residential uses

3.3.2 The maximum number of dwelling units within Sub Area 7 shall not exceed 1,502 units. The maximum number of dwelling units and maximum population allocation per designated area shall comply with the following table:

Sub Area 7 Base Population and Unit Counts				
Designation (Schedule B)	Acres	Person Per Acre	Maximum Population Allocation	Maximum Residential Units
Residential Neighbourhood	180.65	20	3613	1,178
Community Commercial	13.00	50	650	289
Institutional	2.60	30	78	35
Total	196.25		4,341	1,502

3.3.3 The distribution of dwelling units within the Residential Neighbourhoods of Sub Area 7 as shown on Schedule B shall comply with the following table:

Dwelling Types	Permitted Number of Units
Low Density (Single Unit, Semi-Detached, Townhouse (s), Stacked Attached Housing)	minimum 25% of 1178 units (295 units)
Multiple Unit	maximum 75 % of 1178 units(883 units)

3.3.4 The maximum number of dwelling units within Sub Area 8 shall not exceed 1,785 units. The maximum number of dwelling units and maximum population allocation per designated area shall comply with the following table:

Sub Area 8 Base Population and Unit Counts				
Designation (Schedule B)	Acres	Person Per Acre	Maximum Population Allocation	Maximum Residential Units
Residential Neighbourhood	158.54	20	3,171	1,149
Community Commercial	22.12	50	1,106	492
Institutional	10.80	30	324	144
Total	191.46		4,601	1,785

3.3.5 The distribution of dwelling units within the Residential Neighbourhoods of Sub Area 8 as shown on Schedule B shall comply with the following table:

Dwelling Types	Permitted Number of Units
Low Density (Single Unit, Semi-Detached, Townhouse (s), Stacked Attached Housing)	minimum 25% of 1,149 units (287 units)
Multiple Unit	maximum 75 % of 1,149 units (862 units)

- 3.3.6 Dwelling unit calculations and distribution in Section 3.3.2 through 3.3.5 shall be adjusted by the number of dwelling units transferred in or out of this Agreement as per Section 4.5.2 of this Agreement. Nothing in this Agreement shall preclude the relocation of dwelling units from residential neighbourhoods to community commercial areas and vice versa within a Sub Area, provided the maximum overall number of units and maximum population for the Sub Area are not exceeded.
- 3.3.7 The location of land uses shall comply with Schedule B. Notwithstanding Schedule B, the Development Officer may permit minor modifications to the location of land uses.
- 3.3.8 Building locations shall be governed by Section 3.4 of this Agreement.
- 3.3.9 Height of buildings and quantity of buildings shall be governed by Section 3.4 of this Agreement.
- 3.3.10 The Developer is responsible for compliance with any existing easements.
- 3.3.11 Where amendments to this Agreement enable the transfer of dwelling units into this Agreement, all dwelling units shall be established as multiple unit dwelling units.

3.4 DETAILED PROVISIONS FOR LAND USE

Land Use Requirements

3.4.1 Land uses permitted by this Agreement shall be as shown in categories identified on Schedule B and clause 3.4.2 through 3.4.14.

Single Unit Dwellings

3.4.2 No subdivision approval or development permit shall be granted for any single unit dwelling development designated "singles" or "single unit dwelling" on Schedule B except in accordance with the following provisions:

- (a) Minimum lot frontage: 10.36 metres (34 feet)

- (b) Minimum lot area: 315.87 square metres (3,400 square feet)
- (c) Minimum front yard: 6.10 metres (20 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 1.83 metres (6 feet)
- (f) Minimum flankage yard: 4.57 metres (15 feet)
- (g) Minimum separation between buildings: 3.66 metres (12 feet) except for garages permitted under Section 3.6
- (h) Maximum lot coverage: 35%
- (i) Maximum building height: 9.14 metres (30 feet)
- (j) Maximum driveway width: 3.66 metres (12 feet)
- (k) each dwelling shall be served with a hard surface driveway that extends from the street curb cut to the front facade of the building and a parking space for an automobile in the dwelling measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length.
- (l) The width of an attached garage shall not exceed 4.27 metres (14 feet).
- (m) Where lots exceed 12.19 metres in lot frontage, clauses 3.4.2(k) and (l) shall not apply.
- (n) Lots located on Road 8-1A (between Terradore Lane and Road 8-3) shall have a minimum frontage of 15.24 metres (50 feet).
- (o) Lots located on Road 7-4 shall have a minimum frontage of 31.3 metres (70 feet).
- (p) Lots with a lot frontage of equal to or greater than 13.72 metres (45 feet) may contain an accessory dwelling unit in accordance with Schedule Q. All accessory dwelling units shall be included in calculations subject to Section 3.3.2 and 3.3.4 and this Agreement and a revised density chart shall be provided which reflects the addition of any accessory dwelling units.

Semi Detached Dwellings

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

- (a) Minimum lot frontage: 7.92 metres (26 feet) per dwelling unit
- (b) Minimum lot area: 341.5 square metres (2600 square feet) per dwelling unit
- (c) Minimum front yard: 6.10 metres (20 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 2.43 metres (8 feet), 0 on common boundary between units
- (f) Minimum flankage yard: 4.57 metres (15 feet)
- (g) Maximum lot coverage: 40%
- (h) Maximum building height: 9.14 metres (30 feet)

Townhouse Dwellings

3.4.4 No subdivision approval or development permit shall be granted for any townhouse development designated "townhouse" on Schedule B, where each unit is on an individual lot, except in accordance with the following provisions:

- (a) Minimum lot frontage: 5.48 metres (18 feet) per dwelling unit
- (b) Minimum lot area: 167.2 square metres (1800 square feet) per dwelling unit
- (c) Minimum front yard: 6.10 metres (20 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 2.43 metres (8 feet) per block, 0 on common boundary between units
- (f) Minimum flankage yard: 4.57 metres (15 feet)

- (g) Maximum lot coverage: 40 % except interior units which are permitted at 45%
- (h) Maximum building height: 9.14 metres (30 feet)
- (i) Maximum driveway width: 3.65 metres (12 feet)
- (j) Maximum number of dwelling units per building: 6
- (k) each dwelling shall be served with a hard surface driveway that extends from the street curb cut to the front facade of the building and a parking space for an automobile in the dwelling (i.e. garage) measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length. Where rear yard access is available, the garage and parking space and driveway may be located in the rear yard.
- (l) the development conforms with the architectural design criteria for townhouses under Schedule M.

Condominium or Cluster Townhouse

3.4.5 No subdivision approval or development permit shall be granted for any townhouse cluster or condominium townhouse development designated "Condo T.H" on Schedule B, where each unit is not on an individual lot except in accordance with the following provisions:

- (a) Minimum lot frontage: 18.29 metres (60 feet)
- (b) Lot area: 167.2 square metres (1800 square feet) per dwelling unit
- (c) Minimum front yard: 6.10 metres (20 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 6.10 metres (20 feet)
- (f) Minimum flankage yard: 4.57 metres (15 feet)
- (g) Minimum distance between buildings: 3.65 metres (12 feet)
- (h) Maximum lot coverage: 40%
- (i) Maximum building height: 9.14 metres (30 feet) except for :
 - i) condo townhouses located at the end of Arbour Way which are permitted to contain two habitable storeys plus basement and roof structure.
 - ii) condo townhouses located at the end of Road 8-3 which are permitted to contain one habitable storey plus basement and roof structure.
- (j) Minimum width of each unit: 4.87 metres (16 feet)
- (k) Minimum common driveway width: 6.10 metres (20 feet)
- (l) Maximum density of townhouse units : 15 dwelling units per acre (0.405ha)
- (m) Maximum number of dwelling units per building: 6
- (n) Individual townhouse unit driveway access shall not be permitted to Broad Street (Road 78).
- (o) the development conforms with the architectural design criteria for townhouses under Schedule M.

Cluster or Condominium Single Unit Dwellings

3.4.6 No subdivision approval or development permit shall be granted for any townhouse cluster or condominium townhouse development designated "Condo Single" on Schedule B, where each unit is not on an individual lot except in accordance with the following provisions:

- (a) Minimum lot frontage: 18.29 metres (60 feet)
- (b) Lot area: 315.86 square metres (3400 square feet) per dwelling unit
- (c) Minimum front yard: 6.10 metres (20 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 6.10 metres (20 feet)
- (f) Minimum flankage yard: 4.57 metres (15 feet)

- (g) Minimum distance between buildings: 3.65 metres (12 feet) except for garages permitted under Section 3.6
- (h) Maximum lot coverage: 40%
- (i) Maximum building height: 9.14 metres (30 feet)
- (j) Minimum common driveway width: 6.10 metres (20 feet)
- (k) Individual unit driveway access shall not be permitted to Broad Street (Road 78).

Stacked Townhouse

3.4.7 No subdivision approval or development permit shall be granted for any stacked attached townhouse development designated "Stacked T.H" on Schedule B, where each unit is not on an individual lot except in accordance with the following provisions:

- (a) Minimum lot frontage: 18.29 metres (60 feet)
- (b) Lot area: 167.2 square metres (1800 square feet) per dwelling unit
- (c) Minimum front yard: 6.10 metres (20 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
Minimum side yard: one half the height of the building
- (e) Minimum flankage yard: 4.57 metres (15 feet)
- (f) Minimum distance between buildings: 3.65 metres (12 feet) except for garages permitted under Section 3.6
- (h) Maximum lot coverage: 40%
- (i) Maximum building height: 12.19 metres (40 feet)
- (j) Minimum width of each unit: 6.10 metres (20 feet)
- (k) Minimum common driveway width: 6.10 metres (20 feet)
- (l) Maximum dwelling units per building: 8
- (m) Individual townhouse unit driveway access shall not be permitted to Broad Street (Road 78).
- (n) the development conforms with the architectural design criteria for townhouses under Schedule M.

Multiple Unit Dwellings

3.4.8 No subdivision approval or development permit shall be granted for any multiple unit dwellings except in accordance with the following provisions:

- (a) Minimum lot frontage: 30.48 metres (100 feet)
18.28 metres (60 feet) on a curve or part thereof
- (b) Minimum lot area: 929 square metres (10,000 square 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 flankage yard: 4.57 metres (15 feet)
- (e) Where a building has a parking podium or where a building tower portion is setback from the face of a building, the setbacks shall be measured as follows:
 - (i) For the parking podium or lower building, the parking podium or lower building, all setbacks shall meet the minimum setback required above or one half the height of the parking podium, whichever is greater; and
 - (ii) For the tower portion, the tower portion shall be setback, half the height of the tower.
- (f) Maximum lot coverage: 35%
- (g) Maximum building height: 12 habitable storeys except where identified as "reduced height MUD" on Schedule B where the

- maximum height shall be 6 habitable storeys.
- (h) underground parking shall be provided to satisfy a minimum of fifty percent (50)% of the parking requirements. Where the number of units in a building exceeds 48, this requirement may be met through the construction of a parking structure which shall meet all the requirements of clauses (c) through (g) , above.
 - (i) the development conforms with the architectural design criteria for Multiple Unit Dwellings under Schedule N.
 - (j) Multiple unit uses may include a Seniors Residential Complexes or Residential Care Facilities.

Community Commercial

- 3.4.9 No subdivision approval or development permit shall be granted for any community commercial development except in accordance with the following provisions:
- (a) Minimum lot frontage: 30.48 metres (100 feet)
 - (b) Minimum lot area: 929 square metres (10,000 square feet)
 - (c) Minimum front yard: 0 metres (0 feet)
 - (d) Minimum side yard: 0 metres (0 feet)
 - (e) Minimum rear yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater;
 - (f) Minimum flankage yard: 0 metres (15 feet); 7.6 metre (25 feet) vision triangle for corner lots)
 - (g) Maximum lot coverage: 50%
 - (h) Building height - Sub area 7 North of Road 78 (Broad Street) -twelve storeys above grade facing the street
South of Road 78 (Broad Street) – 6 storeys above grade facing the street
Sub Area 8 twelve storeys above grade facing the street with the exception of the southeast corner of Road 78 and Larry Uteck Boulevard where building height shall not exceed fifteen storeys.
 - (i) the development conforms with the Community Commercial Uses and Community Commercial Guidelines and Requirements under Schedules K, L, M, R, and S.

Institutional

- 3.4.10 No subdivision approval or development permit shall be granted for any Institutional development except in accordance with the following provisions:
- (a) Minimum lot frontage: 30.48 metres (100 feet)
 - (b) Minimum lot area: 929 square metres (10,000 square feet)
 - (c) Minimum front yard: 9.14 metres (30 feet)
 - (d) Minimum side yard: 2.43 metres (8 feet) or one half the height of the building, whichever is greater
 - (e) Minimum rear yard: 6.10 metres (20 feet)
 - (f) Minimum flankage yard: 6.10 metres (20 feet); 7.6 metre (25 feet) vision triangle for corner lots
 - (g) Maximum lot coverage: 50%
 - (h) Building height Sub Area 7 – 12.19 metres (40 feet)
Sub Area 8 – 4 storeys above grade plus roof structure
 - (i) the development conforms with the Institutional Uses under Schedule R.
- 3.4.11 Sites designated “Institutional” on Schedule B are intended to be developed for institutional uses by the Municipality, the Halifax Regional District School Board or the Conseil scolaire acadien provincial.

3.4.12 Alternate uses may be permitted on lands designated "Institutional" on Schedule B subject to the following:

- (a) the greater of (a) five (5) years have elapsed since the date of entering into this Agreement and (b) building permits have been granted for ninety percent (90%) of the lots for the Sub Area have been approved under this Agreement; and
- (b) the Municipality, the Halifax Regional District School Board and the Conseil scolaire acadien provincial have all declined the option to acquire the land in writing. Where acting on behalf of a school board, confirmation in writing from the Province of Nova Scotia is also acceptable.

3.4.13 Subject to 3.4.12, the Developer shall be permitted to establish the following uses should institutional uses not be established:

- (a) Sub Area 7 – Larry Uteck Boulevard – Condominium or Cluster Townhouse subject to clause 3.4.6 or Stacked Townhouse subject to clause 3.4.7. The maximum total number of units generated by this site shall be 20 units. Additional dwelling units may be permitted if the density is associated within other lands within Sub Area 7. All residential access to this site shall be from Road 7-2;
- (b) Sub Area 8 – Broad Street (Road 78 /Community Collector) – Condominium or Cluster Townhouse subject to clause 3.4.6 or Stacked Townhouse subject to clause 3.4.7 or Multiple Unit Dwelling subject to clause 3.4.8 except the maximum building height shall not exceed four habitable storeys above grade plus roof structure. The maximum number of units assigned to this site shall be 97 townhouse units or 144 multiple unit dwelling units. Additional dwelling units may be permitted if the density is associated within other lands within Sub Area 8.

Park and Open Space

3.4.14 No subdivision approval or development permit shall be granted for any Park and Open Space development except in accordance with the following provisions:

- (a) Minimum lot frontage: 6.10 metres (20 feet)
- (b) Minimum front yard: 6.10 metres (20 feet)
- (c) Minimum side yard: 2.43 metres (8 feet) or one half the height of the building, whichever is greater
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum flankage yard: 6.10 metres (20 feet); 7.6 metre (25 feet) vision triangle for corner lots
- (f) Maximum lot coverage: 35%
- (g) Building height 10.7 metres (35 feet)
- (h) the development conforms with the Park and Open Space Uses under Schedule U.

3.5 Wind Mitigation for Multiple Unit Dwellings and Community Commercial

3.5.1 As a condition of the issuance of a development permit for Multiple Unit or Community Commercial buildings 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.

- 3.5.2 Should a wind assessment for a proposed building not meet the required comfort levels identified in clause 3.5.1, 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 taken to mitigate wind issues identified in the wind assessment to and identifying that the proposed building including any design changes is in compliance with comfort conditions identified in clause 3.5.1. Once the proposed building meets these conditions, and all other requirements of this Agreement, the Development Officer may issue relevant permits.

3.6 Encroachments

- 3.6.1 Encroachments into required yards, not including easements may be permitted in accordance with and subject to the following:

Structural Element	Location	Maximum Encroachment
sills, cornices, eaves, gutters, chimneys and fire place inserts	any yard	0.61 metres (2.0 feet)
window bays	front and rear yards	0.91 metres (3 feet)
decks	rear and side yards	1.22 metres (4 feet) provided that a minimum 1.22 metres (4 foot) side yard is maintained. 3 metres (10 feet) in a rear yard.
Open, roofed porches not exceeding 1 storey in height	front and rear yards	1.22 metres (4 feet). 3 metres (10 feet) in a rear yard.
steps and stairs	any yard	1.22 metres (4 feet) provided that a minimum 1.22 metres (4 foot) side yard is maintained
steps and stairs and open roofed porch (combination)	Front yard	2.43 metres (8 feet)
attached garage (not including habitable space)	side yard	0.61 metres (2 feet) except for townhouses

3.7 General Provisions

- 3.7.1 Any development of the Lands shall conform with the provisions and requirements of Schedule T.

3.8 Variance

- 3.8.1 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 as established under the Bedford Municipal Planning Strategy or the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy as applicable.

3.9 SITE LIGHTING

- 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 and Community Commercial uses shall be directed to all walkways and parking areas. Freestanding security lighting shall not exceed a height of 5.4m (18 feet). 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, Institutional and Community Commercial or Mixed Use buildings 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;
 - (b) The lighting plan shall include certification from a qualified person that the lighting plan meets the requirements of this Agreement; and
 - (c) Prior to building occupancy, the Developer shall provide to the Development Officer a written confirmation from a qualified person that the installation of lighting meets the requirements of this Agreement.

3.10 PARKLAND

- 3.10.1 All proposed Parkland (Parks 1 through 6 inclusive as shown on Schedule H) shall meet the requirements of the Regional Subdivision By-law unless otherwise stated in this agreement.
- 3.10.2 Parkland and Open Space dedication via land acquisition shall substantially conform with the locations, dimensions, site improvements and site preparation areas illustrated on Schedules B, G, H and I with the final adjustments to configuration and grades of the site preparation areas to be agreed upon by Parkland Planning and the Developer prior to subdivision approval being granted. The Development Officer may permit variations to lot configuration provided appropriate access and road frontage is maintained, the total area of land is not reduced and the proposed parkland meets the requirements of Parkland Planning. The parkland dedication shall include identified parkland, site development including but not limited to neighbourhood park facilities, and trails. All site preparation and development shall meet the requirements of the Municipality.
- 3.10.3 Further to Schedules B, G, H and I, the Developer shall provide the following:

(a)

	Approximate Park Area	Required Work within Park
Park 1	0.2 ha (0.5 acres)	929 sq. m. (10,000 sq.ft.) site preparation
Park 2	20.2 ha (50 acres)	Trail (approximately 1220 m [4,002 ft])
Park 3	1.01 ha (2.5 acres)	2972.8 sq. m. (32,000 sq.ft.) site preparation
Park 4	19.4 ha (48 acres)	1,207.7 sq. m. (13,000 sq.ft.) site preparation and trail (approximately 1,220 m [4002 ft])
Park 5	1.21 ha (3.0 acres)	929 sq. m. (10,000 sq.ft.) site preparation and trail (approximately 255 m [836 ft])
Park 6	2.02 ha (5.0 acres)	6000 sq. m (64,585 sq.ft.) site preparation
Open Space (Sub Area 7)	As shown on Schedules B, G and H	Trail (approximately 230 m [755 ft])

(b) Trails required in 3.10.3(a) shall be a minimum 1.5 metre (4.92 feet) width and be

- constructed of crusher dust.
- (c) Trails shall be of sufficient length to provide the connections shown on the Schedules.
 - (d) All trails shall be located outside of the 1 in 10 year floodplain and allow for a 5 metre buffer where possible to adjacent properties.
 - (e) Site Preparation shall be in the form of a prepared pad with approximate area and dimensions as shown on Schedule I, including topsoil (or equivalent) and hydro-seed grass mixture.
 - (f) Where a trail crosses a watercourse or wetland, the crossing shall be designed and constructed subject to the following:
 - i) The crossing shall be designed by a qualified professional.
 - ii) The design shall be submitted to the Development Engineer for review.
 - iii) Subsequent to the construction of any crossing and prior to the acceptance by the Municipality of the parkland and infrastructure, the Developer shall provide a letter by a qualified professional indicating that the crossing conforms with the approved design.
 - iv) All crossings shall be designed and constructed in accordance with Nova Scotia Environment requirements.
 - v) Crossings shall meet the future maintenance and operational requirements of the Municipality.
 - vi) All work shall meet the requirements of HRM Parkland Planning.
 - (g) Where a trail crosses Black Duck Brook or any other watercourse, the location of the crossing shall meet the requirements of the Municipality. Where a crossing varies from the schedules, the Development Officer shall permit variations to the Schedules to enable the relocation of the crossing and any reconfiguration of parkland boundaries.
 - (h) A public easement through "Utility Lands" adjacent Road 7-6 shall be provided which enables access from the "Conceptual Regional Park" to the "Open Space" located between Road 7-4 and Road 7-6.
 - (i) All entrances to the "Conceptual Regional Park" or any Community Park shall be capable of meeting commercial driveway standards.

3.10.4 The Municipality agrees that fulfillment of the requirements of Clause 3.10.1, 3.10.2 and 3.10.3 of this Agreement shall be deemed to satisfy Part 82 of the Subdivision By-law for any subdivision approvals sought within Sub-Area 7 and 8 and further identified as the Lands.

3.10.5 Engineering infrastructure may be considered on lands proposed for park purposes, provided no physical barrier is created and the conditions of this Agreement are met. Where engineering infrastructure crosses parkland, the Developer shall ensure that a crossing is provided to ensure that the land meets the definition of useable as defined in the HRM Subdivision By-law. The design of any crossing must be submitted to Parkland Planning for review and approval. The crossing shall meet the requirements of Parkland Planning and be built at the cost of the Developer. Where a suitable crossing is provided subject to the terms of this Agreement, municipal infrastructure on Park lands shall not be deemed an encumbrance.

3.10.6 Parkland shall be completed and deeded to the Municipality prior to the completion of each subdivision phase.

3.10.7 A minimum of 180 days prior to the submission of a final subdivision application for the development of Phase 3B (which includes the Conceptual Regional Park entrance) as shown on Schedule F, the Developer shall contact the Municipality in writing identifying the intention to proceed with the subject phase. Correspondence shall be directed to Parks and Recreation, Manager of Policy and Planning or equivalent and be copied to the Development Officer.

3.10.8 Further to Section 3.10.1, lands identified as "Open Space" on Schedule B shall be classified as public open space, public parkland, or private open space. Open Space within Sub Area 7 shall be accepted by the Municipality subject to the Municipality determining that the lands are suitable for future trail construction. It shall be at the discretion of the Municipality (Parks and Recreation

and/or Real Estate) whether the lands identified as "Open Space" within Sub Area 8 are accepted as public parkland or public open space or not accepted by the Municipality. Should the lands not be accepted for ownership by the Municipality, the developer shall use the lands as private open space.

- 3.10.9 Should the Municipality acquire lands that are identified on Schedule B as "Conceptual Regional Park Entrance", nothing in this Agreement shall prevent the use of these lands for Park purposes. In addition, nothing in this Agreement shall preclude the Municipality and the Developer from coming to an agreement enabling public access to the "Conceptual Regional Park Entrance" over phases of this Agreement which have not been completed under this Agreement.

3.11 WATERCOURSE SETBACKS, BUFERS AND NON-DISTURBANCE

- 3.11.1 Watercourse protection and riparian buffers shall be provided as identified in Schedule T and non-disturbance areas as shown on Schedule P and P-1.

3.12 SUBDIVISION OF THE LANDS

Subdivision applications shall be submitted to the Development Officer in accordance with the phasing sequence identified below and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:

- 3.12.1 All subdivision of the Lands shall meet the requirements of the Subdivision By-law except where varied by this Agreement.
- 3.12.2 This Agreement shall be deemed to meet the requirements of the Subdivision By-law with respect to concept plan approval.
- 3.12.3 Final subdivision applications shall be submitted to the Development Officer in accordance with the phasing plan presented as Schedule F and the Development Officer shall grant subdivision approvals for the phase for which approval is sought subject to and in accordance with the following terms and conditions:
- (a) Applications for subdivision approval shall encompass entire phases of the development as indicated on the Schedules;
 - (b) Applications for subdivision approval shall be submitted in the order of their sequence identified on Schedule F;
 - (c) Final subdivision approval for any phase shall not be granted until final approval has been granted for the previous Phase;
 - (d) Notwithstanding subsection 3.12.3(c), the Development Officer may grant final subdivision approval of a Phase prior to granting final approval for the previous phase if the Developer submits performance security in the amount of 110 percent of the estimated cost of uncompleted services or if the Development Engineer determines that the portion of the incomplete phase is non-essential to the greater service network ;
 - (e) The Development Officer may grant final subdivision approval for partial Phases of the development except for Phase 4B of Sub Area 8; and
 - (f) Notwithstanding 3.12.3(b), the Development Officer, in consultation with the Development Engineer, may vary the sequence of phasing provided there are no negative effects of the proposed phasing change;
- 3.12.4 Unless otherwise acceptable to Development Officer, prior to acceptance of any Municipal Service system, the Developer shall provide the following to the Development Officer:
- (a) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement;

- 3.12.5 In addition to Clause 4.1.4, site preparation, clearing, excavation or blasting activities, for each Phase or portion thereof shall not occur until the Developer provides a subdivision grading plan to the Development Officer indicating where lot disturbance is to occur at the time of construction of municipal services, as set out in this Agreement;
- 3.12.6 Each subdivision application for each phase shall include a table with the total number of units permitted by this Agreement, the number of dwelling units for which municipal development permit applications are expected to be sought and the number of dwelling units which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement. The table shall also include the number of dwelling units transferred in to or out of the Sub Area from another Sub Area. This table shall be attached to the application. A copy of this table shall be forwarded to the Development Engineer and Halifax Water;
- 3.12.7 Each subdivision application for each phase shall include a table with the total population and capacities permitted by this Agreement, sewer calculations for each dwelling unit, institutional uses and commercial lands which municipal development permit applications are expected to be sought and the sewer calculations for the number of dwelling units, institutional uses and commercial lands which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement. The table shall also include the number of dwelling units and population transferred in to or out of the Sub Area from another Sub Area. This table shall be attached to the application. A copy of this table shall be forwarded to the Development Engineer and Halifax Water; and
- 3.12.8 Building lots shown on the schedules are conceptual in nature, the exact quantity and location of lots are not defined by this Agreement.

3.13 PARKING, CIRCULATION AND ACCESS

- 3.13.1 All parking areas shall meet the minimum requirements of Schedule T.

3.14 LANDSCAPING

- 3.14.1 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 (Community Commercial, Institutional, Mixed Use and Multiple Unit Dwellings)

- 3.14.2 Prior to the issuance of a development permit for all Community Commercial, Institutional, Mixed Use and Multi-Unit Dwellings, 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 the building and to any public trail system abutting the property;
 - (d) guidelines and requirements of Schedule K for Community Commercial land uses where the lands are designated Community Commercial on Schedule B;
 - (e) guidelines and requirements of Schedule N for Multiple Unit Dwellings where the lands are designated Residential Neighbourhoods on Schedule B; and

- (f) Vegetation is maintained or landscaping measures, a fence is provided between new residential and institutional land uses and (a) existing industrial development located off of the Bluewater Road and (b) new Community Commercial uses located on Larry Uteck Boulevard and Broad Street (Road 78 /Community Collector). Fencing shall be a solid board wood fence, a minimum of 1.52 m (5 feet) in height. Landscaped or vegetated areas shall be a minimum of 10 feet in depth and provide for screening through the use of trees.

Reinstatement

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

Compliance with Landscaping Plan

3.14.5 Prior to the occupancy of the first Community Commercial, Mixed Use or Multi-Unit Dwelling, 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.

3.14.6 Notwithstanding Section 3.14.5, where the weather and time of year does not allow the completion of the outstanding landscape works prior to building occupancy, the Developer may supply security 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 building occupancy, 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

3.14.7 For Multi-unit residential, mixed use and commercial buildings, securities for the completion of outstanding on-site paving and landscaping work may be permitted. Such securities shall be not less than an amount which is 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.

Tree planting for single, semi-detached, townhouse or stacked townhouse dwelling units

3.14.8 The Developer shall plant a minimum of one (1) tree on each lot designated for single, semi-detached or townhouse dwelling unit and two (2) trees for every lot designated for a single unit dwelling which is greater than or equal to 15.24 metres (50 feet) in width. Each tree shall be a type which is indigenous to Nova Scotia with a minimum height of 1.52 metres (5 feet) and a minimum diameter of 5 centimeters (2 inches). The location of the tree shall not interfere with services. The Development Officer may vary or waive the standard where it is determined that placement of tree(s) are not possible. No Occupancy Permit shall be granted unless this requirement has been satisfied or performance security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and ten percent (110%) of the estimated cost of planting the required tree or trees as the case may be.

3.15 SCREENING

3.15.1 Community Commercial, Mixed Use, Multiple Unit Residential Buildings, townhouses and stacked attached townhouses with communal refuse containers located outside the building shall be fully

screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.15.2 Community Commercial, Mixed Use, Multiple Unit Residential Buildings, townhouses and stacked attached townhouses with propane tanks and electrical transformers shall locate the tanks and transformers 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.

3.15.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened or incorporated in to the architectural treatments and roof structure. Rooftop Mechanical equipment shall not be visible from any street.

3.15.4 Any 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.

3.16 HOURS OF OPERATION

3.16.1 Hours of operation shall conform to all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

3.17 BICYCLE FACILITIES

3.17.1 Bicycle facilities shall be provided as required in Schedule T.

3.18 SIGNS

3.18.1 Signs shall meet the requirements of Schedule T.

Community Signs

3.18.2 A maximum of one ground sign shall be permitted at each entrance to the subdivision or phase or street to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer and Development Engineer and be located on private property outside of the street-right-of-way or other property owned or to be deeded to the Municipality. The maximum height of any such sign inclusive of support structures shall not exceed 3.05 m (10 feet) and the face area of any sign shall not exceed 4.65 sq. m. (50 square feet). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. Notwithstanding this section, the construction of decorative entrance gates shall be permitted outside of the public street right of way.

3.19 MAINTENANCE

3.19.1 The Developer 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.

3.20 TEMPORARY CONSTRUCTION BUILDING

3.20.1 A building(s) 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(s) shall be removed from the Lands prior to the issuance of the last Occupancy Permit on the subject lands.

3.21 SOLID WASTE FACILITIES (Commercial, Multiple Unit Dwellings and Institutional)

- 3.21.1 The building shall include designated space for five stream (refuse, recycling, paper, cardboard and composting) source separation services in accordance with the Solid Waste Resource Collection and Disposal By-law. 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.
- 3.21.2 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.
- 3.21.3 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.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All design and construction of Municipal service systems shall satisfy the requirements of the HRM Municipal Service Systems Specifications, as well as Halifax Water Design and Construction Specifications and shall receive written approval from the Development Engineer prior to undertaking the work.

Off-Site Disturbance

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

Underground Services

- 4.1.3 All underground services shall be as per the Regional Subdivision By-law.

Site Preparation in a Subdivision

- 4.1.4 The Developer shall not 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. Where oversized infrastructure to serve the development is to be installed by or on behalf of Halifax Water, the Development Officer may permit commencement of clearing, excavation or blasting activities required for the installation prior to the developer receiving final approval of the subdivision design.
- 4.1.5 Nothing in this Agreement shall preclude the Developer from storing or removing rocks, soils or grubbing materials from other development phases established under the Secondary Planning Strategy, provided that permission has been granted by the Engineer and all required municipal and provincial approvals have been obtained.
- 4.1.6 Notwithstanding Schedules B, C, D, E, F, G, H, I and J where infrastructure or land is to be provided, all parcels and easements shall meet the requirements of the Municipality and Halifax Water for criteria such as size, separation distances and setbacks. If these requirements necessitate a loss of dwelling units or lots, this shall be at the developers cost.

4.2 Streets

- 4.2.1 Unless otherwise acceptable to the Development Engineer, streets, sidewalks and walkways shall conform with the locations and alignments illustrated on Schedules B, G and J. Further, the street system may include roundabouts, subject to the approval of the Development Engineer.
- 4.2.2 Roads shall be built to the Municipal Service Systems Specifications, except where a variance to the Municipal Service Systems Specifications has been granted by the Development Engineer. Further walkways required by the Municipal Service Systems Specifications shall meet the requirements of the Municipal Service Systems Specifications. Road 78 shall be designed and constructed with a 17 m right-of-way as per Schedule J except as varied by Section 4.2.12. The Developer shall provide a minimum 17 metre (55.76 feet) street right-of-way for Road 78 to the Municipality and there shall be no reimbursement for the costs associated with this street right-of-way via this or any other agreement. All poles, trees hydrants and other related design elements shall be as per the Municipal Service System Specifications except the Developer shall provide for opportunities for pedestrian crossings along Road 78 at major intersections subject to the approval of the Development Engineer and Traffic authority.
- 4.2.3 A Traffic Impact Study shall be provided to the Municipality prior to detailed design work commencing for the two road intersections of Road 78 (Broad Street North and Broad Street South) with Larry Uteck Boulevard. The study shall identify the impact of the full build out of the development and all phases of Bedford West and provide turning lane and traffic signal warrants for the two intersections. The study shall be by a qualified Transportation Engineer and meet the requirements of the Municipality.
- 4.2.4 The Developer shall provide the Municipality adequate right-of-way to accommodate the construction of a roundabout and traffic signals at the intersections of Road 78 (Broad Street North and Broad Street South) and Larry Uteck Boulevard. The Developer shall provide the required right-of-way to the Municipality at no additional charge to the Municipality. The amount of right-of-way shall be based on approved traffic study and the resulting design approved by the Municipality. The design shall include all legs of the intersection including those located outside, Sub Area 7 and 8.
- 4.2.5 The Developer may, subject to a traffic study and the approval of the Municipality, install temporary stop control at the intersections of Road 78 (Broad Street North and Broad Street South) and Larry Uteck Boulevard prior to options identified in clause 4.2.6. All costs relating to road construction, turning lanes and related work shall be at the Developers cost.
- 4.2.6 Subsequent to the review of the Traffic Impact Study required by clause 4.2.3 the Municipality will identify one of the following Scenarios for improvements at each intersection and a required timeframe for construction. The developer agrees to pay for the portion of costs identified for the applicable upgrade. All work shall meet the requirements of the Municipality.
- a) Traffic Signals and Turning Lanes are required prior to the Municipality's Larry Uteck Boulevard Widening Project - The Developer shall install traffic signals and turning lanes at their cost;
 - b) Traffic Signals and Turning Lanes are required in conjunction with the Municipality's Larry Uteck Boulevard widening project - The Municipality will tender the project subject to the approval of Council. The Developer shall cost share and contribute the value equivalent to the cost of traffic signals and turning lanes;
 - c) Roundabout is required by the Municipality prior to the construction of Road 7/8 (Broad Street North or Broad Street South) - The Municipality will tender the project subject to the approval of Council. The Municipality will construct the roundabout within 50 metres (164 ft) of the outside of the roundabout circle. The Developer shall cost share and contribute the value equivalent to the cost of traffic signals and turning lanes at the specific intersection. Subsequent to construction of the roundabout, the Developer shall connect Road 78 to the roundabout at the Developers cost; and
 - d) Roundabout is required in conjunction with construction of Road 7/8 (Broad Street North or

Broad Street South) - The Municipality will tender the project subject to the approval of Council . The Municipality will construct the roundabout within 50 metres (164 ft) of the outside of the roundabout circle. The Developer shall cost share and contribute the value equivalent to the cost of traffic signals and turning lanes at the specific intersection. The Developer shall construct Road 78 to the roundabout at the Developers cost.

- 4.2.7 Further to 4.2.6, where the Developer is responsible for costs relating to traffic signals and turning lanes, the cost estimates shall include all work within the existing and proposed street right-of-ways required for the installation of the proposed traffic signals and turning lanes including but not limited to: engineering and design, grubbing, grading, blasting and excavation, turning lane construction, electrical /communication equipment, signal and detector equipment, equipment installation, lane markings, signage and installation. The cost estimate and design shall include all legs of the intersection including those located outside, Sub Area 7 and 8.
- 4.2.8 Where cost sharing is required above, the cost sharing is for the benefit of the Municipality and this Agreement does not bind the Municipality to reimburse the Developer for any costs incurred during the subdivision and development process.
- 4.2.9 Where any private driveway is proposed to service more than one building, no subdivision approvals shall be granted with lot frontage on the private driveway and a note shall be placed on the subdivision plan that the Municipality does not own or maintain the private driveway. Further if the proposed private driveway serves greater than 30 single, semi-detached, stacked attached or townhouse dwelling units, it shall be constructed to a municipal road standard.
- 4.2.10 Driveway access to the Road 78 (Community Collector Road) shall be restricted to community commercial and institutional developments, multi-unit dwellings and low density clustered housing (Condo. T.H., Stacked Attached Housing or similar) types with shared driveways for eight units or greater.
- 4.2.11 The Developer shall construct a pedestrian circulation and walkway system as required by the Subdivision By-law, the Municipal Servicing System Specifications and Schedule G. The land for secondary trails shall be deeded to HRM or Halifax Water. The system shall include where required easements in favour of the Municipality and/or Halifax Water or any other Utility. For further clarity, where a road is constructed, a corresponding sidewalk shall be required as per the Municipal Service System Specifications, except as specifically varied by this Agreement.
- 4.2.12 On hundred and eighty days prior to the construction of any phase which includes a boulevard pathway as shown on Schedule G, the Developer shall identify the intent to construct the phase and provide to the Municipality two estimates: one for the cost of constructing the street with a boulevard pathway to the specifications presented on Schedule J and a second estimate for the construction of the street with a sidewalks which conform with the requirements of the Municipal Service Specifications. Such information must meet the requirements of the Municipality and be sufficient for the Development Engineer to verify the estimates.
- 4.2.13 Further to 4.2.12, the Municipality will notify the Developer within 90 days of the receipt of the cost estimates whether the boulevard pathway is to be constructed. In the event that the Municipality does not direct that a boulevard pathway is to be constructed, the Developer shall, at its cost, construct a sidewalk in place of the boulevard pathway in accordance with the Municipal Servicing Specifications for an urban minor collector street with a 16 metre right-of-way.
- 4.2.14 Further to 4.2.13, should the Municipality direct the Developer to construct the boulevard pathway, the Municipality agrees to pay the Developer within one (1) year from the date of application for subdivision approval for the phase in which the boulevard pathway is to be located an amount equal to the estimated difference between the cost of constructing the street with a boulevard pathway to the specifications presented on Schedule J and the street with a sidewalks which conform with the requirements of the Municipal Service System Specifications.

4.2.15 Driveway access to Larry Uteck Boulevard shall not be permitted and all access shall be to a local street or the Road 78 (Broad Street) except as otherwise permitted by the Development Engineer, or by this Agreement.

4.3 Water Distribution System

4.3.1 The water distribution system shall conform with the Halifax Water Design and Construction Specifications and, unless otherwise required by Halifax Water, the water distribution system shall conform with the Bedford West Capital Cost Contribution Analysis, prepared by CBCL Ltd. and Schedule E. Halifax Water may allow variations to Schedule E where deemed appropriate. Further, where the water system crosses private land, appropriate easements shall be provided to Halifax Water.

4.4 Sanitary Sewer System and Storm Drainage System

4.4.1 The sanitary sewer system and the storm drainage system shall conform with the Halifax Water Design and Construction Specifications unless otherwise acceptable to Halifax Water.

4.4.2 No subdivision approvals shall be granted in any Phase as shown on Schedule F of this Agreement unless:

- (a) the Engineer is satisfied that there is sufficient capacity remaining in the downstream sanitary sewer system directly affected by the Bedford West Development area; or
- (b) The Developer has entered into a services agreement with Halifax Water for all public infrastructure.

4.4.3 Private stormwater treatment units located on private property shall be owned and maintained by the private property owner.

4.5 Permitted Population Density for Entire Development

4.5.1 The maximum population densities for the Lands shall be as shown in Section 3.3.

- 4.5.2 (a) The transfer of unused density from this Agreement to other Sub-Areas of Bedford West is permitted under this agreement;
- (b) Transfers of density from other Sub Areas to the Lands covered by this agreement is not permitted without an amendment to this agreement;
 - (i) Transfers of density into this Agreement which do not affect the collection of Capital Cost Charges will be considered non-substantive amendments;
 - (ii) Transfers of density into this Agreement which affect the collection of Capital Cost Charges shall be considered substantive amendments;
- (c) All transferred density shall be in the form of multiple unit dwellings.
- (d) For the purposes of tracking, the following densities/units are planned to be transferred from Sub Areas 7 and 8 to other Sub Areas. The Development Officer may permit changes to these numbers provided a revised density chart is provided.

Population	Unit Type and Number of Units	Source Sub Area	Destination Sub Area
254	113 multiple	Sub Area 7	Sub Area 2
281	125 multiple	Sub Area 7	Sub Area 3 and 4
180	80 multiple	Sub Area 8	Sub Area 5
281	125 multiple	Sub Area 8	Sub Area 3 and 4
254	113 multiple	Sub Area 8	Sub Area 2

- (e) For the purposes of tracking, the following densities/units are planned to be transferred into Sub Areas 7 and 8 from other Sub Areas.

Population	Unit Type and Number of Units	Source Sub Area	Destination Sub Area
0	n/a	n/a	n/a

- 4.5.3 With every application for subdivision or development, the developer shall provide a tracking table for the entire Bedford West area and the specific Sub Area under application which identifies the following:
- (a) Permitted population and dwelling units by Sub Area;
 - (b) Population and units which has previously received subdivision or development approvals by Sub Area;
 - (c) Detailed information on population and dwelling units for the Sub Area and phase under application broken down by phase, block and/or street; and
 - (d) Details on any transfer of dwelling units and population to other Sub Areas.
- 4.5.4 Changes to the phasing or transfer of density shall be subject to a review of the impact on infrastructure charges. Any change which will have a negative impact may be declined by the Municipality. The developer may transfer density between multiple unit dwellings provided other provisions of this Agreement are met.
- 4.5.5 For the purposes of calculating sewer allocation, the following conversion factors shall be used:

Land Use Type	Equivalent per Unit
Single unit, semi-detached, townhouse (stacked, cluster or regular townhouse)	3.35 persons per unit
Multiple/ Accessory Dwelling Unit	2.25 persons per unit
Other	As determined by the Municipality

4.6 Stormwater Control Measures Required

- 4.6.1 No stormwater shall be discharged directly into any natural watercourse without the use of mitigative measures as stipulated in the Master Stormwater Management Plan and in accordance with municipal and provincial guidelines.
- 4.6.2 Where the Developer proposes to incorporate Kearney Lake, Kearney Lake Run or Paper Mill Lake into the storm drainage system serving the Lands, the Developer shall secure all, permissions, permits and approvals as may be required from the Province and the license holder of the dams on Kearney Lake and Paper Mill Lake and the Developer agrees that nothing in this Agreement obligates the Municipality or Halifax Water to assume any responsibility for the ownership or maintenance of the dams on Kearney Lake or Paper Mill Lake or any other component of a storm drainage system that is not located with the boundaries of the Lands.
- 4.6.3 Where mitigative measures are proposed along a watercourse, no mitigative measure shall be located in a location which would negatively impact the 1 in 100 year floodplain for the watercourse. All stormwater plans shall indicate the 1 in 100 year floodplains as determined by a qualified professional.
- 4.6.4 Mitigative measures in proposed parks, watercourse buffers and non-disturbance areas may be considered by the Development Engineer in consultation with Parkland Planning. Provided no encumbrances are created on parkland. The Development Engineer may permit such mitigative measures provided the proposed measure meets the design requirements of the Municipality (where required) subject to review of an environmental study which determines if the proposal

adversely affects environmentally sensitive features as required by Policy BW-28 of the Bedford West Secondary Planning Strategy.

- 4.6.5 Commercial and institutional storm drainage systems shall include Best Management Practices such as ponds, infiltration trenches and basins, grassed swales, rain gardens or other bioretention facilities, as a component further to the Master Storm Water Management Plan.
- 4.6.6 The Developer may vary the locations and types of best management techniques indicated in the Master Stormwater Master Plan and on the Schedules subject to the approval of Halifax Water and the Municipality.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

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

Erosion and Sedimentation Control and Grading Plans

- 5.2.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

Stormwater Management Plan

- 5.3.1 A qualified professional shall provide written confirmation that the design of the storm drainage system conforms with the Master Stormwater Management Plan, unless otherwise acceptable to the Development Officer.
- 5.3.2 Where easements are required as part of the stormwater system, the Developer shall provide the easements to the Municipality or Halifax Water as required.
- 5.3.3 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of the affected properties to permit the flow of stormwater.

Water Quality Monitoring Program

- 5.4.1 The Parties agree that a water quality monitoring program shall be undertaken in conformity with the following requirements:
 - (a) the consultant shall be selected by the Municipality and the Developer agrees to pay for all required costs;
 - (b) except as required by clause (d), monitoring shall be undertaken at each location shown on Schedule O three (3) times per year. Spring testing shall include the RCap-MS suite, Total Phosphorus (0.002 mg/L detection limit) , Total Suspended Solids, E. coli, Total Coliforms and Chlorophyll A (acidification and Welschmeyer methodologies), plus standard field measurements (pH, dissolved oxygen (mg/L), conductivity, temperature, Secchi Depth, total dissolved solids, salinity). Summer and Fall testing shall include the RCap suite (without MS), Total Phosphorus, Total Suspended Solids, E.Coli and Chlorophyll A (Acidification and Welschmeyer techniques), plus standard field measurements (pH, dissolved oxygen (mg/L), conductivity, temperature, Secchi Depth, total dissolved solids, salinity) and colour;
 - (c) monitoring shall be undertaken at least one time at each location illustrated on Schedule O prior to any initial disturbance being commenced within the upstream watershed of the Lands;

- (d) in the event that threshold levels specified under 5.4.1(b) are exceeded, the Municipality may direct the consultant to undertake further testing deemed reasonable to verify results;
- (e) except as provided for by clause (f), the program shall be undertaken until two (2) years after subdivision approval has been granted for the final phase of development permitted by this Agreement and, prior to subdivision approval being granted for the first phase, the Developer shall post a security in an amount of 110 percent of the cost to complete the monitoring program for a period of one year. This security shall be maintained for the term of testing. Should this security have to be used by the Municipality because of default of payment, no further subdivision shall be permitted until bonding for another year is provided;
- (f) where further development agreement applications are approved within the Paper Mill Lake watershed which require that a water quality monitoring program be undertaken pursuant to the requirements of the Secondary Planning Strategy, the Parties agree that the Developer may seek amendments to the requirements of this Section in accordance with the provisions of Clause 6.1 of this Agreement; and
- (g) The water quality monitoring program shall commence a minimum of six months prior to initial disturbance. The developer shall give the Municipality an additional 30 days notice to prepare for the program.

- 5.4.2 The Municipality will designate a person to administer the requirements of Section 5.4.1 and receive the test results of the monitoring program. The designated person shall submit the test results to the Developer, the Community Council and the Regional Waters Advisory Board within:
- (a) three (3) months of being received from the consultant; or
 - (b) if any total phosphorous measurement meets or exceeds ten (10) micrograms per liter or if the geometric mean of any E. coli measurement within a given calendar year exceeds two hundred (200) counts per 100ml at any location or if any fecal coliform measurement exceeds four hundred (400) counts per 100ml, the findings will be reported immediately to the Developer and to the Regional Waters Advisory Board and the Community Council at the next scheduled meeting. The Municipality shall make all reports provided to the Regional Waters Advisory Board and the Community Council available to the public.

Subdivision and Lot Grading Plans

- 5.5.1 Any Subdivision Grading Plan submitted for subdivision approval shall be certified by a qualified professional that the plan conforms with the recommendations of the Master Stormwater Management Plan.
- 5.5.2 Any riparian buffer area established pursuant to Section 3.11 of this Agreement shall be shown on any lot grading plan submitted pursuant to the requirements of the Municipality's Grade Alteration By-law, as amended from time to time.
- 5.5.3 The Developer shall prepare lot grading plans which comply with the Subdivision Grading Plan. Modifications to the site grading and proposed finished elevations may be approved by the Development Engineer. The Developer shall provide written confirmation of compliance that the lot has been graded in accordance with the lot grading plan and, where it has been determined that any lot grading has not been properly carried out, remedial or corrective measures shall be carried out by the Developer at it's cost.
- 5.5.4 No building shall be occupied unless the requirements of Section 5.5.3 have been satisfied or a security deposit for the completion of the work has been provided in accordance with the requirements of the Municipality's Grade Alteration By-law.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both 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;
 - (c) Amendments to the development standards in Sections 3.4.2 to 3.4.14 of this Agreement with the exception of building height;
 - (d) Amendments to the water quality monitoring program on Schedule O and clauses 5.4.1 and 5.4.2 to this Agreement provided that a recommendation of approval has been received from the Regional Waters Advisory Board;
 - (e) Transfers of density into this Agreement from other Sub Areas of Bedford West which do not affect the collection of Capital Costs or exceed an additional 1 unit per acre; and
 - (f) Sign requirements in Schedule T.

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 has not commenced within five 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 final subdivision approval of the first phase of the lands.
- 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 at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development or complete phases of the development, or after twenty years, 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 Land Use By-law for Bedford, as may be amended from time to time.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after 25 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 agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees 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 fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 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 from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the 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 By-law;
- (d) Where trees or other vegetation are removed in contravention to the requirements of section 3.11 of this Agreement, the Development Officer may direct that a site rehabilitation plan be prepared with measures including but not limited to, the replanting of trees or vegetation of a similar size, age, and appearance within the disturbed area. The property owner shall pay all expenses associated with preparing and undertaking the plan and shall submit the plan to the Regional Waters Advisory Board for a

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

- (e) 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2016.

SIGNED, SEALED AND DELIVERED in the presence of:

(INSERT PROPERTY OWNER)

Witness

Per: _____

Witness

Per: _____

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

=====
HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
Mayor

Witness

Per: _____
Municipal Clerk

April 2016

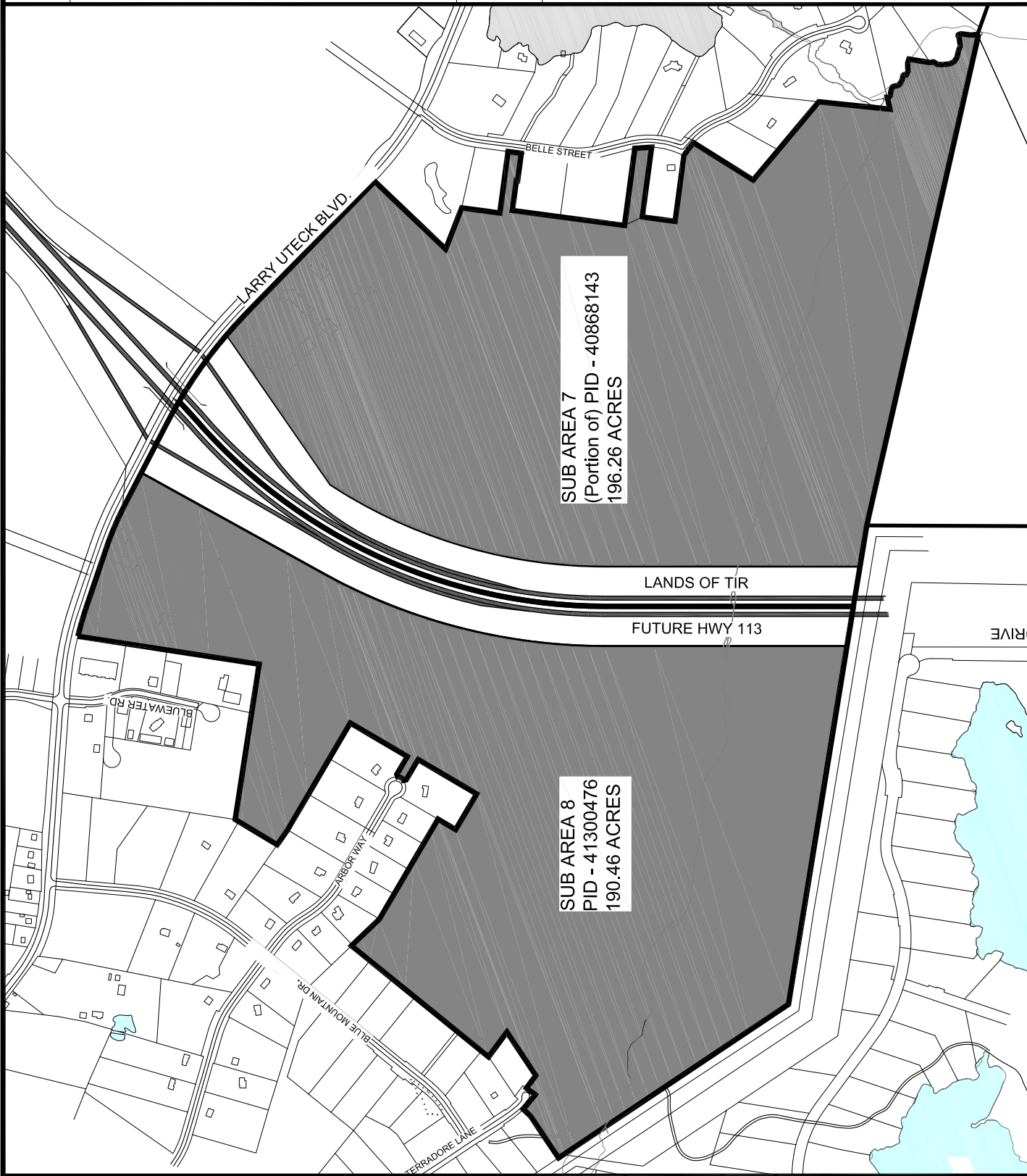
Schedule A

Sub-Area 7 & 8

Development Area



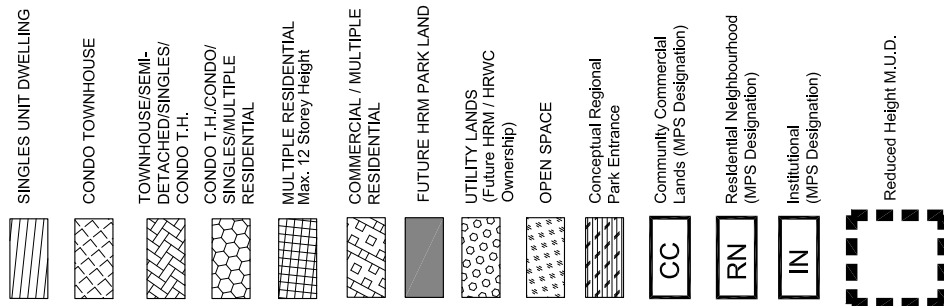
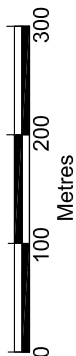
DEVELOPMENT AREA
~386.72 ACRES
TOTAL



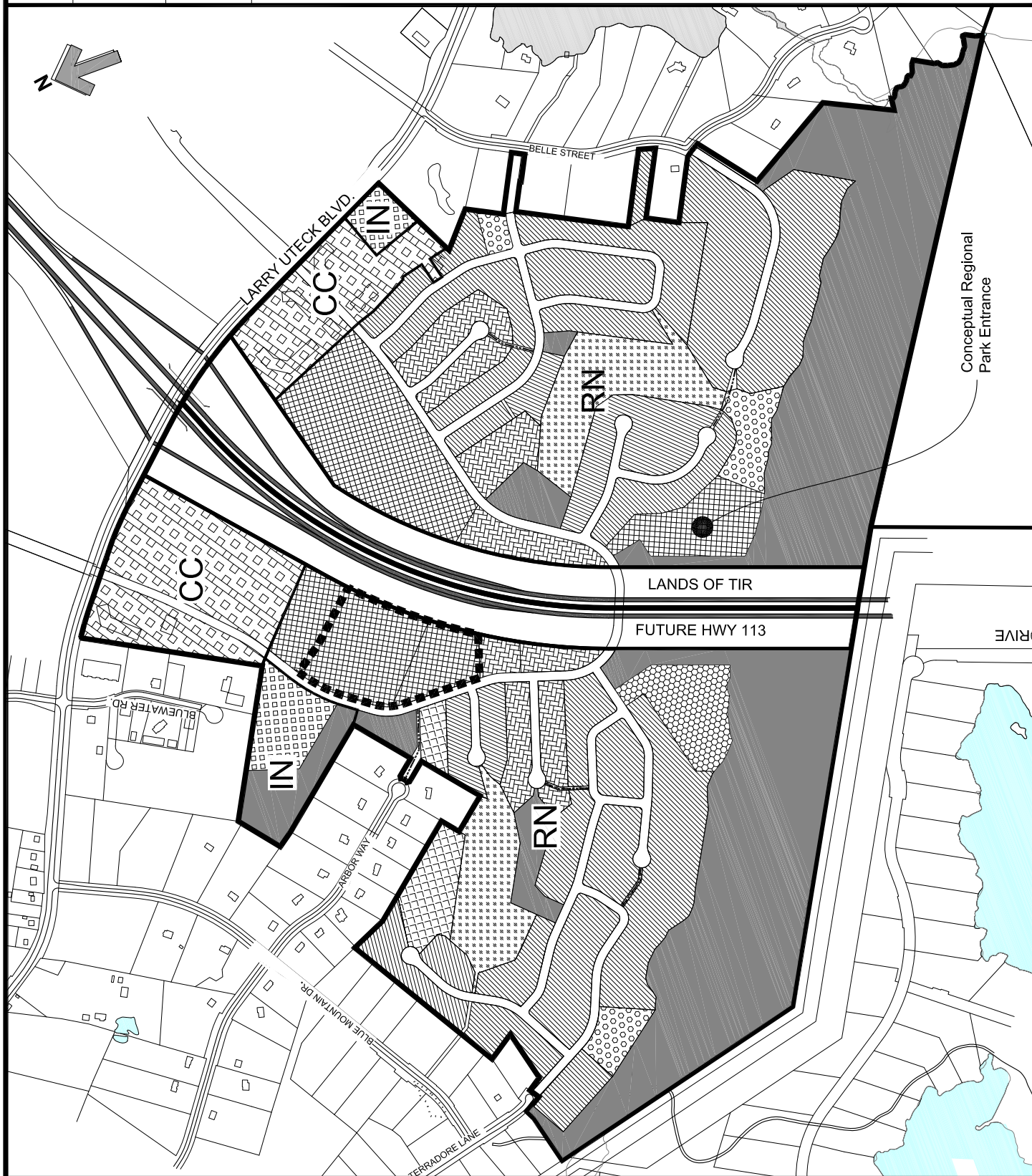
Schedule B

Sub-Area 7 & 8

Land Use Plan



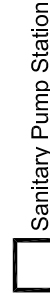
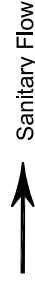
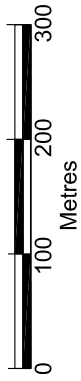
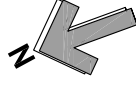
April 2016



Schedule C

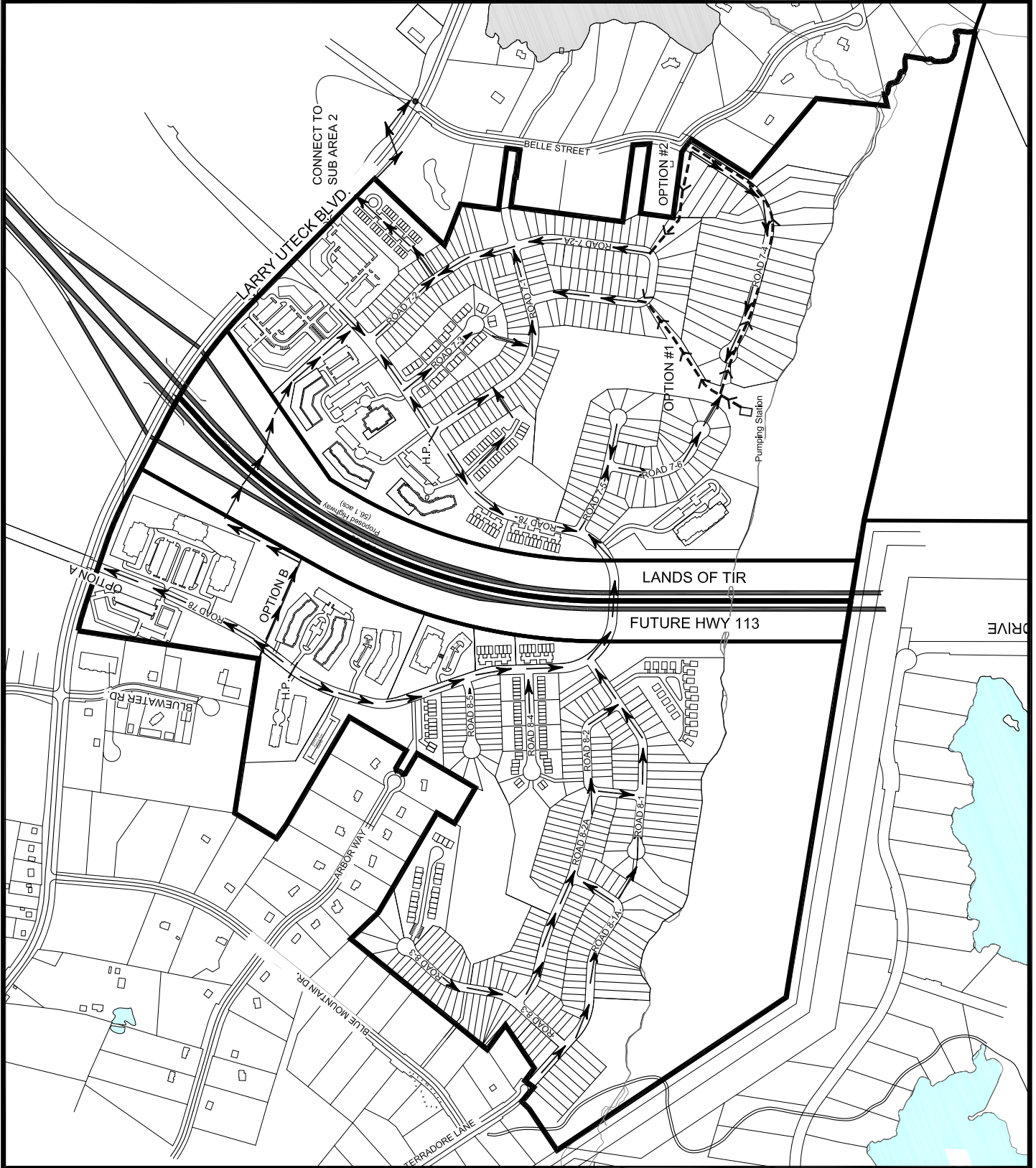
Sub-Area 7 & 8

Sanitary Service Plan



Note: Final pump station location to be determined at detailed design stage.

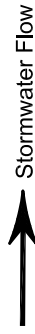
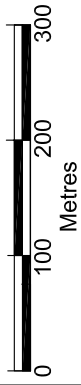
April 2016



Schedule D

Sub-Area 7 & 8

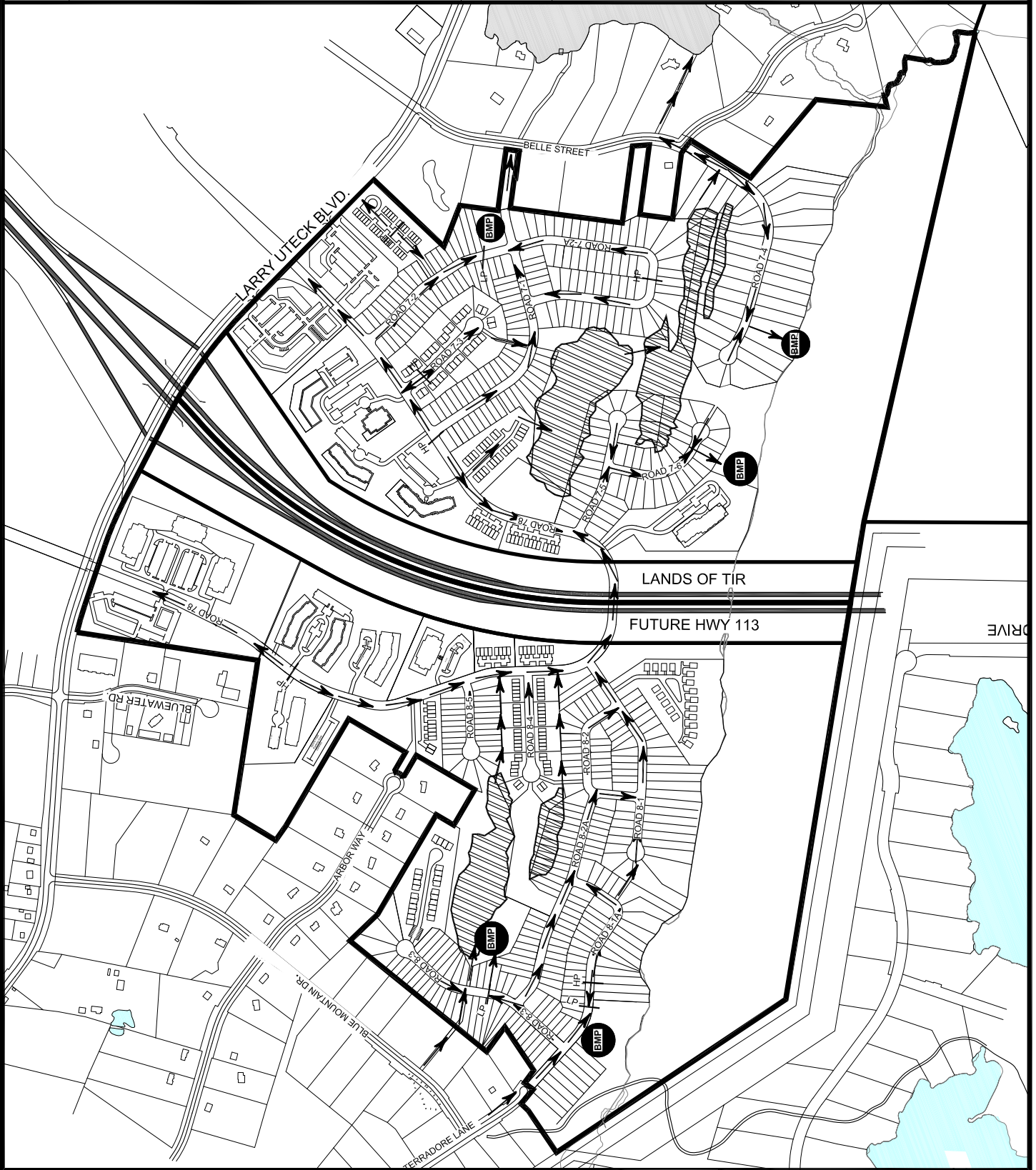
Stormwater Servicing Plan



Best Management Practice, per Stormwater Management Plan



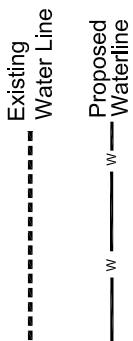
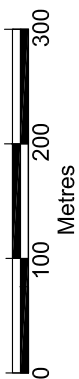
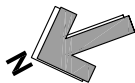
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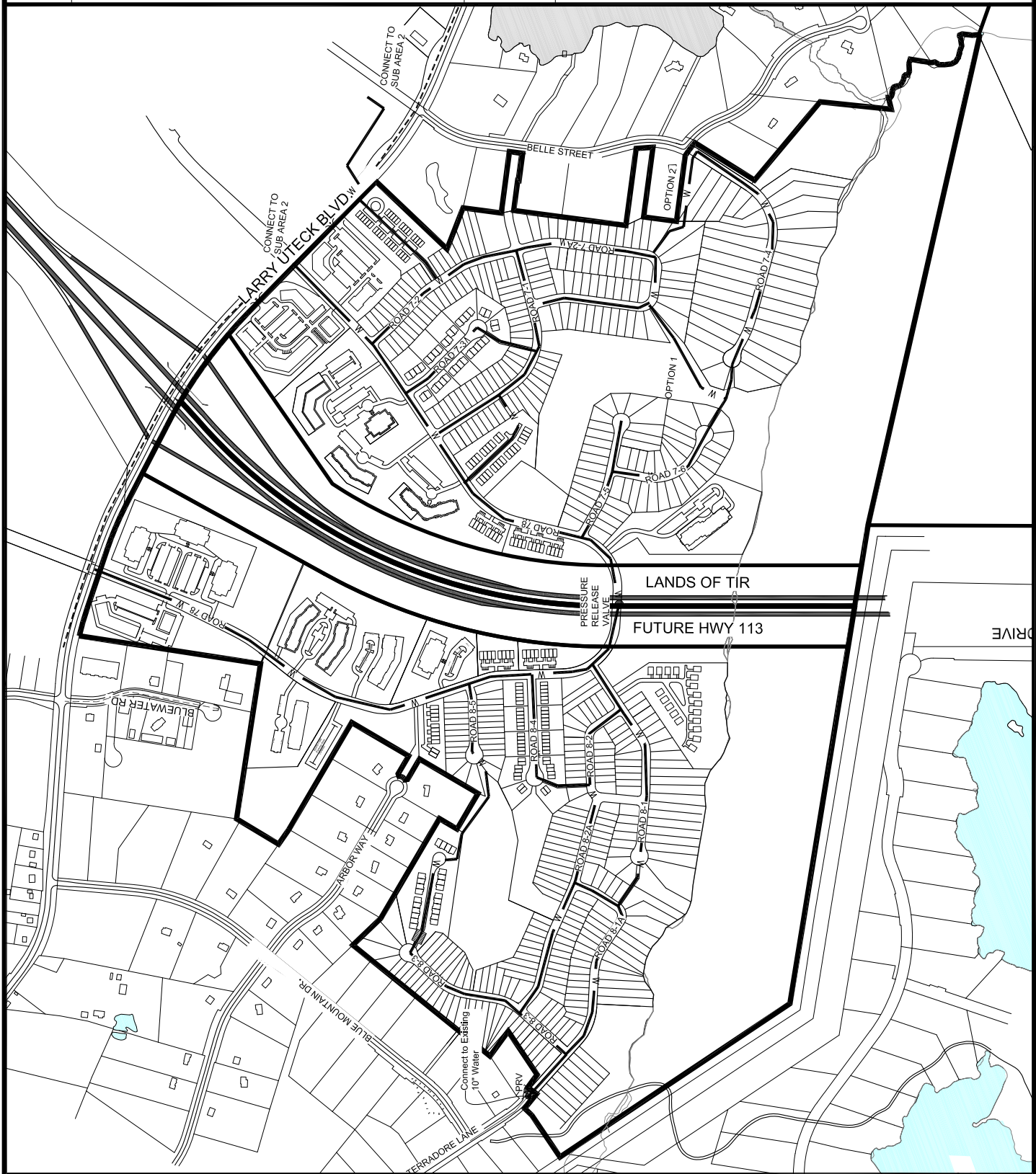
Schedule E

Sub-Area 7 & 8

Water Service Plan



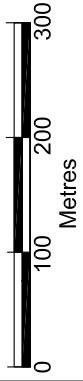
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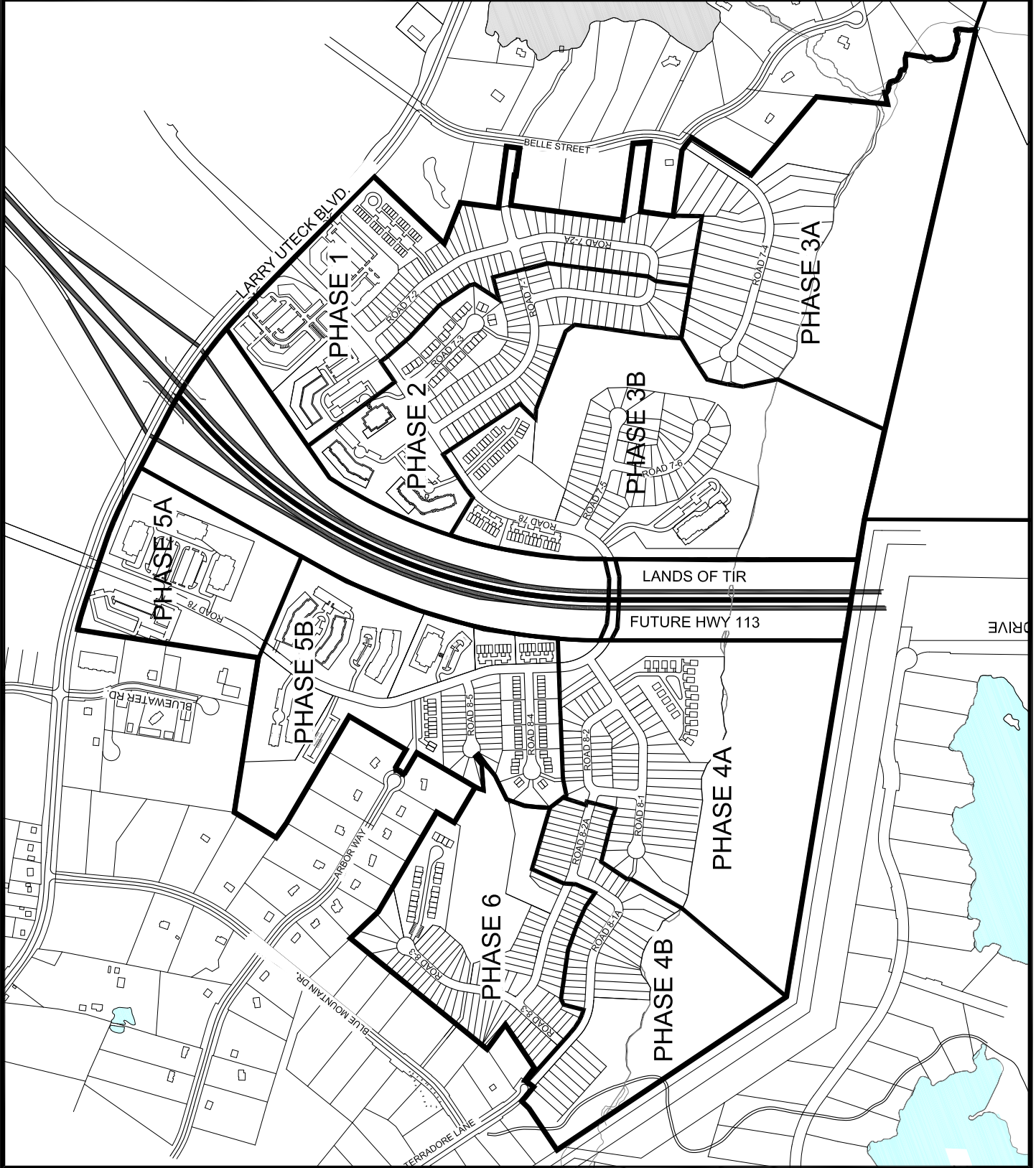
Schedule F

Sub-Area 7 & 8

Phasing Plan



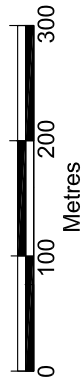
April 2016



Schedule G

Sub-Area 7 & 8

Trail & Transportation Plan



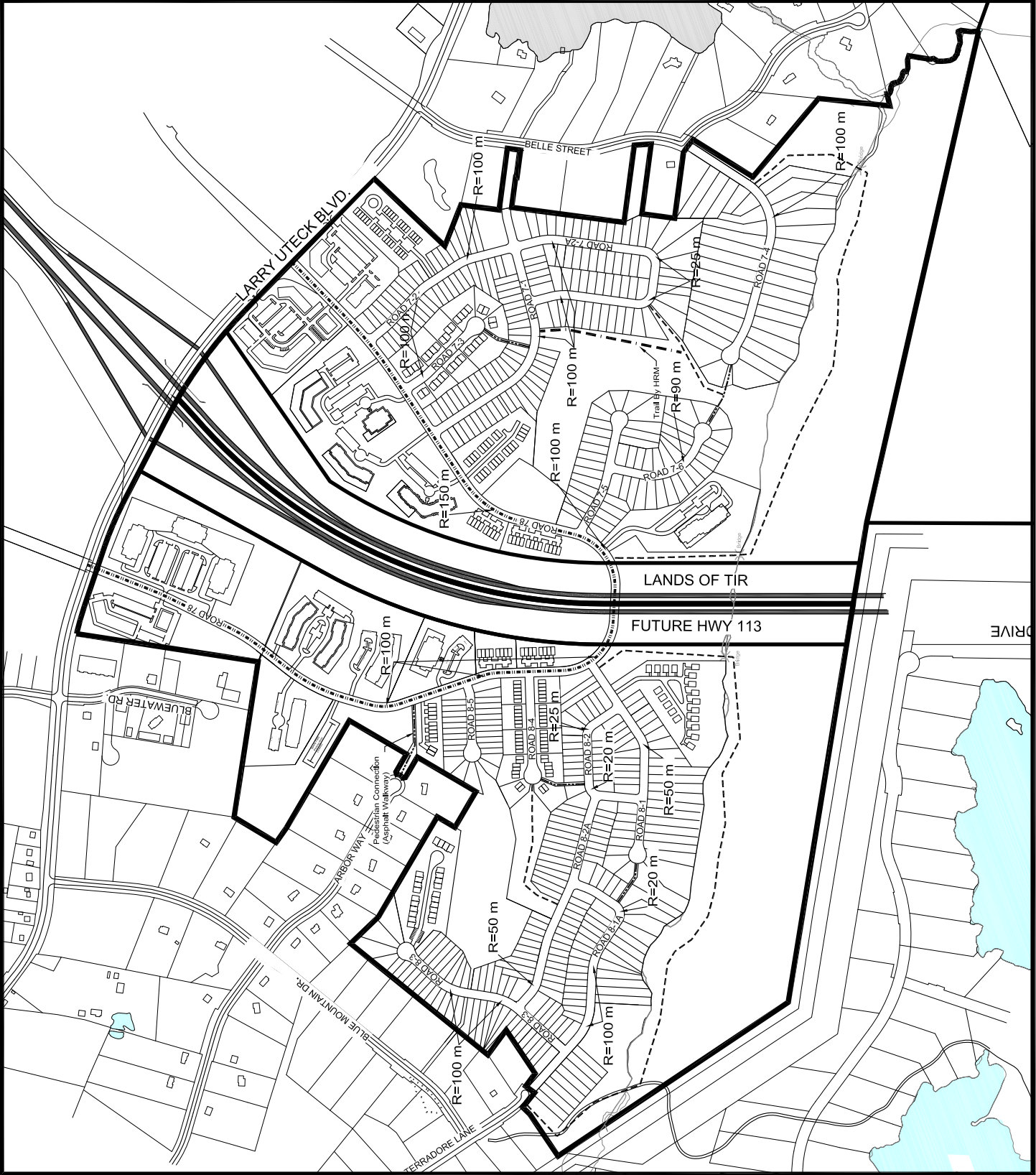
--- Secondary Trail (5' wide Crusher Dust)

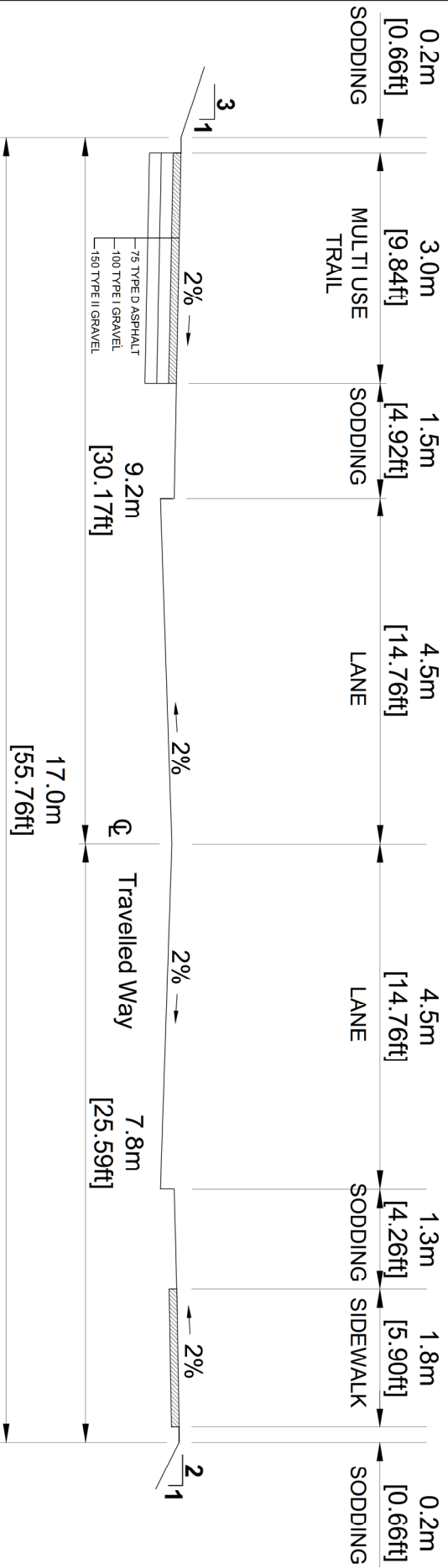
R=XXm Centerline Radius

--- Boulevard Pathway

--- Trail By HRM

--- Walkway MSS Specification 40





**17m URBAN MINOR COLLECTOR
WITH MULTI-USE TRAIL**

May 2015

**Schedule “K”
Community Commercial Design Guidelines**

Townhouses in a Community Commercial area shall not be permitted to exceed 30 percent of the Community Commercial area of any Sub Area.

Pedestrian Access, Circulation and Parking

Applicants shall submit a detailed pedestrian circulation and parking plan with all development applications that provides safe, efficient and convenient pedestrian access and circulation patterns within and between developments. All applications shall comply with the following:

- a) Required Pedestrian Connections - An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - i) The primary entrance or entrances to each building, including pad site buildings;
 - ii) Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with community commercial development;
 - iii) Any public sidewalk system along the perimeter streets adjacent to the commercial development; and
 - iv) Where practicable and appropriate, adjacent land uses and developments, including but not limited to adjacent residential developments, retail centers, office buildings, or restaurants.

- b) Minimum Walkway Width - All site walkways shall be a minimum of 1.5 metres (4.92 feet) in width.

- c) Walkways Along Buildings- Continuous pedestrian walkways shall be provided along the full length of a building along any facade featuring a customer entrance and along any facade abutting customer parking areas. Such walkways shall be located at least 1.8 metres (5.9 feet) from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

- d) Parking - Parking spaces shall comply with the parking provisions of Schedule T, as amended from time to time. The Development Office may permit a reduction in the required commercial parking by 30 percent where parking is to serve multiple tenants or uses on the same parcel, or on abutting parcels where parking is shared on a permanent basis.

- e) Parking Lot Landscaping - 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 1 metre (3.3 feet) 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 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 1 metre (3.2 feet) high in combination with landscaping; or
 - iv) Natural vegetation; or
 - v) A combination of any of these methods.

- f) Location of Parking:
A maximum of 50 percent of the off-street surface parking spaces provided for a site shall be located between the facade of the closest building to the right-of-way of Larry Uteck Boulevard or Road 7-8.

Site Amenities Guidelines for Buildings Containing Commercial Uses

a) Minimum Area Devoted to Site Amenities.

- i) Commercial developments with a parking ratio of less than 5 spaces per 92.9 square metres (1000 square feet) of gross floor areas shall provide a minimum of 1 square metre (10.7 square feet) of site amenities, open areas, and public gathering places for each 10 parking spaces; or
- ii) Commercial developments with a parking ratio of 5 per 92.9 square metres (1000 square feet) of gross floor area or greater shall provide the minimum of 1.5 square metres (16.1 square feet) of site amenities, open areas, and public gathering places for each 10 parking spaces.

b) Allowed Site Amenities

Site amenities may consist of any of the following:

- i) Patio or plaza with seating area;
- ii) Mini parks, squares, or greens;
- iii) Customer walkways or pass-through containing window displays;
- iv) Water feature;
- v) Clock tower;
- vi) Public art; and
- vii) Any other similar, deliberately shaped area and/or focal feature that, enhances such development and serves as a gathering place, subject to approval by the Development Officer.

c) Aggregation Allowed. In commercial developments containing more than one building, on one or more lots which share access and parking, the required area may be aggregated into one larger space, provided such space is within 100 m (328.08 feet) of a major tenant or main entrance in the development. Major tenants shall be determined based on the amount of floor area they occupy.

d) Design Requirements.

- i) All site amenities within a commercial development shall be an integral part of the overall design and within 100 m (328.08 feet) of major buildings, main entrances, and any transit stops. Major buildings shall be determined based on the amount of floor area they occupy; and
- ii) Any such amenity/area shall have direct access to the public sidewalk network.

Commercial Building Design

a) Variation in Massing - A single, large, dominant building mass not be permitted.

b) Minimum Wall Articulation for Commercial Buildings

- i) All buildings walls shall consist of a building bay or structural building system that is a maximum of 10 metres (32.8 feet) in width. Bays shall be visually established by architectural features such as columns, ribs or pilasters, piers, changes in wall planes, changes in texture or materials, and fenestration pattern no less than 30 centimeters (1 foot) in width. The only exception being the rear and side wall of a building greater than 4,645 square metres (50,000 sq. feet) of gross floor area where the articulation can be widened to 30 metres (98.4 feet) in width;
- ii) Any wall exceeding 10 metres (32.8 feet) in length shall include at least one change in wall plane, such as projections or recesses, having a depth of at least 3 percent of the entire length of the façade and extending at least 20 percent of the entire length of the façade; and
- iii) All building walls shall include materials and design characteristics consistent with those on the front.

- c) Building Walls Facing Public Areas - In addition to the above, building walls that face public streets, connecting walkways, or adjacent development shall be subdivided and proportioned using features such as windows, entrances, arcades, arbors, awnings, , or alternate architectural detail that defines human scale, along no less than 60 percent of the façade.
- d) Windows Adjacent Walkways, Sidewalks and Parking areas - In addition to the above, building walls that face sidewalks or connecting walkways, shall include windows which provide natural surveillance over these public areas.
- e) Building Height Adjacent Sidewalks - The height of buildings within 12.19 metres (40 feet) of a sidewalk to be owned by the Municipality shall be limited to five storeys (maximum 50 feet).
- f) Building Stepbacks Required—Where buildings exceed six storeys, a minimum stepback of 3.3 m (10 feet) shall be provided above the second floor and below the sixth floor.
- g) Top Storey Design Elements – 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 design elements beyond any required stepbacks so that top storey design elements may overhang lower floor stepbacks.
- h) Minimum Tower Separation – Residential or Commercial towers located on the same lot shall be located a minimum of 22.9 m (75 feet) apart. Balconies are permitted within the separation distance.

Multiple Unit Dwelling Building Design

Multiple unit dwellings shall meet the requirements of Schedule N.

Mixed Use Building Design

Where a mixed use building contains commercial and residential uses, the floors containing commercial uses shall meet the requirements of this schedule. Upper residential storeys shall meet the design requirements of Schedule N and this schedule. For further clarity the setback to any face or portion of a façade of a residential tower in the community commercial area shall be one-half of the height of the facade to any property line. Building bases are permitted to be located as per community commercial requirements.

Miscellaneous Requirements

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

Schedule L
Community Commercial Uses

No development permit shall be issued in a Community Commercial area except for one or more of the following uses:

- a) All Age/Teen Clubs;
- b) Banks and Financial Institutions;
- c) Billiard and Snooker Clubs;
- d) Commercial Photography;
- e) Day Care Facilities, Nursery Schools, Early Learning Centres;
- f) Drycleaning Depots;
- g) Funeral Homes;
- h) Garden Markets;
- i) General Retail exclusive of mobile home dealerships;
- j) Hotels and Motels;
- k) Ice cream stands;
- l) Medical Clinics;
- m) Neighbourhood Convenience Stores;
- n) Office Uses;
- o) Private Clubs (social);
- p) Full Service, Take Out and Drive-Thru Restaurants, Taverns and Lounges;
- q) Service, Personal Service Shops, Health and Wellness Centres exclusive of massage parlours;
- r) Gas bars
- s) Veterinary clinics;
- t) Institutional uses, excluding cemeteries (Schedule Q);
- u) Multiple Unit Dwellings
- v) Mixed use commercial/Multi-unit residential buildings;
- w) Transit Terminals and Park and Ride facilities;
- x) Parking lots and structures;
- y) CondoTownhouses
- z) Stacked Townhouses;
- z) Seniors Residential Complex; and
- aa) Uses accessory to the foregoing uses

All uses are subject to the requirements of this agreement and Schedule K- Bedford West - Sub Area 7 and 8 - Community Commercial Guidelines.

Townhouse uses are subject to the requirements of Schedule M – Design Criteria for Townhouses.

Gas Bar uses are subject to the requirements of Schedule S – Location and Design Criteria for Gas Bars.

Schedule M
Design Criteria for Townhouses

1. All townhouse developments shall conform to 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 into the design of all townhouse blocks;
 - b) Architectural treatment shall be continued around all facades of the building;
 - c) Vinyl siding may be utilized to a maximum of 40 percent on front elevations. Vinyl siding may be permitted along the side and rear of the units;
 - d) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping;
 - e) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building;
 - f) Any exposed lumber on the front facade of any townhouse shall be painted or stained or clad in a painted metal or vinyl;
 - g) Any exposed foundation in excess of 1 metre (3.3 feet) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent;
 - h) Buildings should be oriented with the main entrances facing a public street where possible except where lot configuration, topography and access are factors;
 - i) Where greater than four townhouse units are provided in a row, dwellings shall be designed so that there is a variation in the facade where units abut. The minimum variation permitted is a two feet (0.61metres) recess or projection in the face of the facade. Variations in the façade face shall be provided at a maximum of every fourth unit, however variations prior to the fourth unit shall be permitted provided no more than four units are placed in a row without a variation in the façade face; and
 - j) Single or shared pedestrian walkways shall be provided from the street to each dwelling unit. Such walkways shall be a minimum of 1.5m (5 feet) in width and be constructed of concrete or asphalt.

Schedule N

Design Criteria for Multiple Unit Dwellings

1. Multi-unit building developments shall conform with the following design criteria:
 - a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated on all facades of the building;
 - b) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or view obstructing landscaping;
 - c) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building;
 - d) All exposed foundation in excess of 0.61 metres (2 feet) in height shall be architecturally detailed or veneered with stone or brick;
 - e) All exposed lumber on the exterior shall be painted, stained or clad in a painted metal or vinyl;
 - f) Mechanical equipment shall be screened from view by a combination of architectural treatments, fencing and view obstructing landscaping;
 - g) Residential towers located on the same lots shall be a minimum of 22.9 metres (75 feet) apart;
 - h) Exposed underground parking shall not exceed 1.37m (4.5 feet) above grade facing a public street;
 - i) 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 lower floors of the building;
 - j) Pedestrian walkways shall be provided from the street to the main entrance of the multiple unit dwelling. Such walkways shall be a minimum of 1.5 metres (5 feet) in width and be constructed of concrete or asphalt;
 - k) All buildings will be designed to include a discernable top, middle and bottom by use of different architectural elements and treatments, materials and colours and tones, to break up vertical massing;
 - l) Buildings greater than 8 storeys in height shall not have a floor width greater than 38 metres (125 feet) with the exception of the base or podium and architectural elements at the top of a building;
 - m) Design the top of the building and/or the top of its podium to include communal outdoor amenity space. Nothing in this agreement shall preclude the placement of green roofs, rainwater recovery and solar panels on rooftops ;
 - n) Multiple unit dwellings shall include indoor amenity space for recreational purposes. Amenity space may include, but is not limited to recreation rooms, libraries, exercise rooms and swimming pools. The amount of indoor amenity space required shall be 2.0 square metres (21.5 square feet) per dwelling unit. Multiple unit dwellings with less than 20 units shall be exempt from this requirement;
 - o) Each dwelling unit shall have an exterior balcony with a minimum depth of 1.53 metres (five feet) and an area of 4.65 square metres (50 square feet); and
 - p) 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 1 metres (3.3 feet) high with a maximum slope of 3 (horizontal) :1 (vertical) in combination with coniferous and deciduous trees and shrubs, or
 - ii) A low view obstructing landscaped hedge at least 1 metres (3.3 feet) high, planted in a triangular pattern so as to achieve full screening at maturity; or

- iii) A low decorative masonry wall at least 1 metres (3.3 feet) high in combination with view obstructing landscaping; or
- iv) Natural view obstructing vegetation; or
- v) A combination of any of these methods.

Schedule O

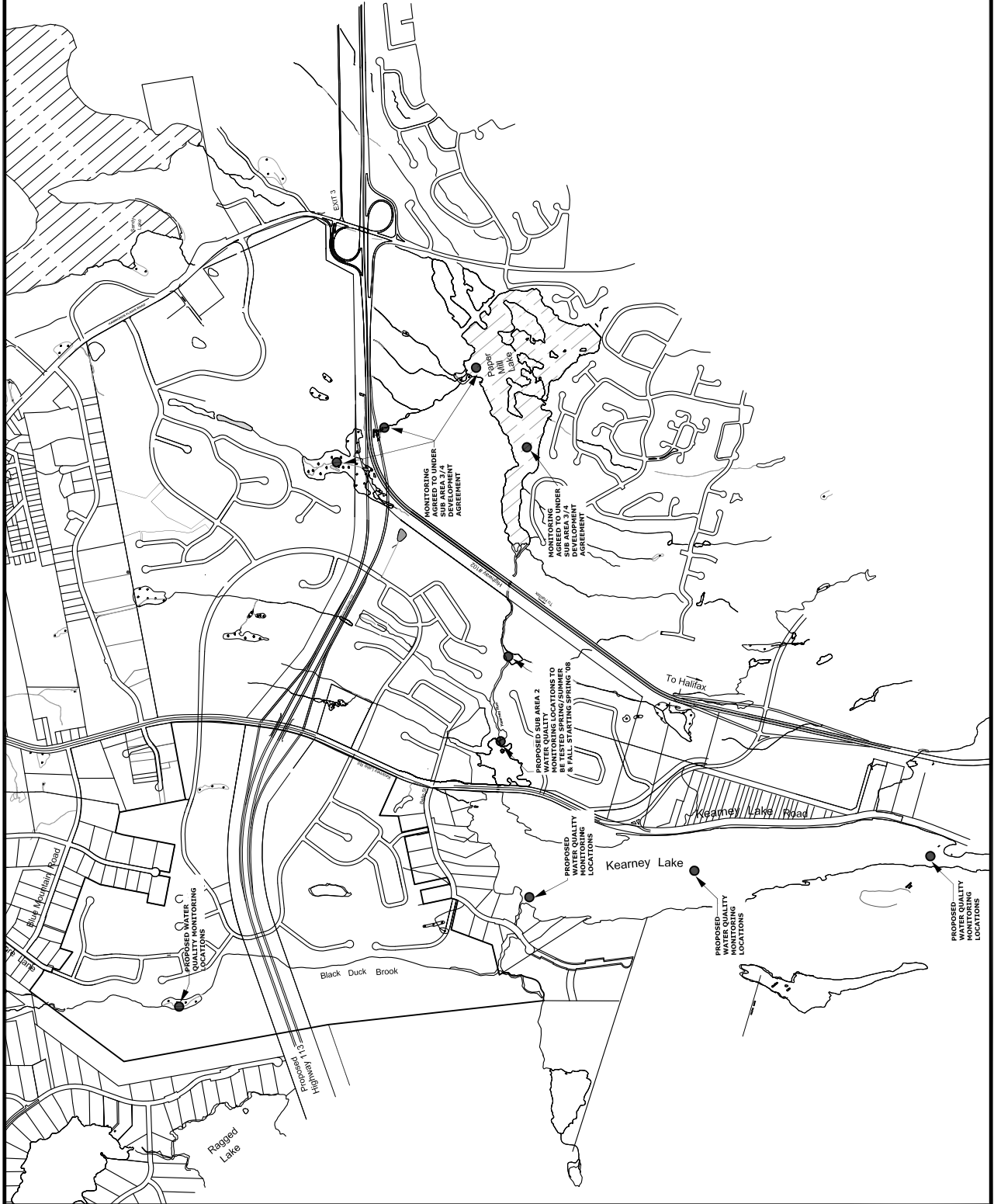
WATER QUALITY
MONITORING
LOCATIONS
AREA 7 & 8



Water Quality
Monitoring Test
Location



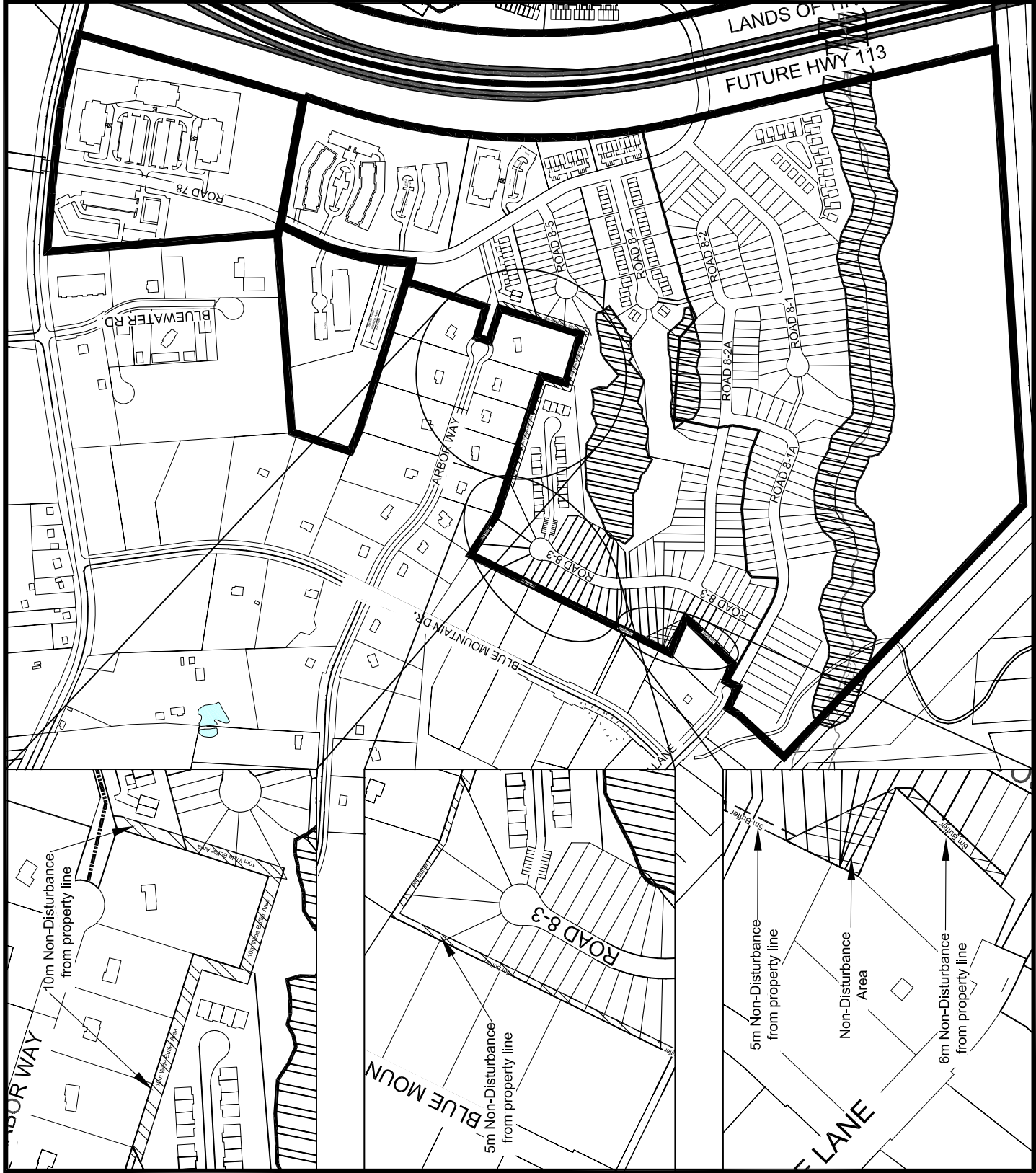
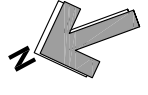
November 2015



Schedule P

Sub-Areas 8

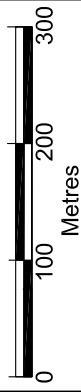
Non-Disturbance



Schedule P-1

Sub-Areas 7

Non-Disturbance



April 2016



Schedule Q
Design Criteria for Accessory Dwelling Units

1. An accessory dwelling unit shall meet the following criteria:
 - (a) The dwelling unit shall be attached to the main dwelling;
 - (b) The dwelling unit shall be no larger than 40 percent of the gross floor area of the home excluding garages;
 - (c) The main entrance shall be located to the side or back of the dwelling. No entrance to an accessory dwelling unit shall be permitted on the façade facing the public street;
 - (d) Exterior stairs to accessory dwelling units shall not exceed 1.21 metres (4 feet) in height above grade;
 - (e) One additional parking space shall be provided for the dwelling unit on the lot;
 - (f) All accessory units are subject to density and sewage capacity restrictions in this agreement. Any accessory dwelling units shall be considered as a population of 2.25 persons per unit; and
 - (g) All accessory dwelling units are to be identified in tracking tables as required by this agreement.

**Schedule R
Institutional Uses**

No development permit shall be issued in an Institutional area except for one or more of the following uses:

- a) churches;
- b) public and private schools;
- c) cemeteries;
- d) fire stations;
- e) libraries;
- f) police stations;
- g) public buildings;
- h) post offices;
- i) private recreational facilities and clubs;
- j) museums;
- k) special care facilities;
- l) day care facilities;
- m) recycling depot;
- n) community and recreational centres;
- o) playgrounds, playing fields;
- p) recreational uses;
- q) public parks;
- r) uses of a similar nature to the foregoing;
- s) nature trails; and
- t) uses accessory to the foregoing uses.

Additional uses may be permitted subject to Clauses 3.4.12 and 3.4.13

Schedule S
Location and Design Guidelines for Gas Bars

1. Location

- (a) Gas Bars shall only be located in Sub Area 8 on the northwest side of Broad Street (Community Collector Road) within 180 metres (590 feet) of Larry Uteck Boulevard.

2. Streetscape and Form

- (a) All buildings and pump islands shall be designed so that all sides are a consistent architectural style; and
- (b) Transparent windows and doors for retail buildings shall be provided between the main building, the pump islands and surrounding streets.

3. Pedestrians and Cyclists

- (a) Walkways shall be distinguished from driving surfaces by using varied paving treatments and by raising walkways to curb level;
- (b) Bicycle parking shall be located in a manner that does not impede pedestrian movement; and
- (c) Where driveways or stacking lanes cross walkways, appropriate pavement markings shall be provided to identify the walkway crossing.

4. Vehicles and Parking

- (a) Stacking lanes for any accessory drive-thru restaurants shall be located away from adjacent residential and outdoor amenity areas. Where stacking lanes are adjacent a residential use, view obstructing landscaping or fencing shall be provided to create a visual buffer between the land uses;
- (b) Access points for stacking lanes shall be located such that queued vehicles do not block traffic along public streets or the movement of other vehicles on site;
- (c) Escape lanes from stacking lanes shall be provided, where possible;
- (d) Where two drive-through facilities exist on the same site, separate stacking lanes shall be provided for each use;
- (e) Stacking lanes shall be separated from parking areas and driveways by a combination of landscaped islands, decorative pavement, pervious islands and painted lines; and
- (f) On-site circulation shall be designed to facilitate unobstructed forward movement by tanker trucks and the safe unloading of fuels.

5. Landscaping

- (a) A minimum 3.0 metres (9.8 feet) wide landscape area adjacent the property line shall be provided where parking areas, driveways or stacking lanes are adjacent to a public street. Within this area, a combination of trees, shrubs or low walls shall be provided;
- (b) A minimum 2.5 metres (8.2 feet) wide landscape area shall be provided along the side and rear yards in order to provide partial screening and enhance site environmental benefits. Within this area, a combination of trees, shrubs or low walls shall be provided to form a partial screen from view; and
- (c) A minimum 3.0 metres (9.8 feet) wide landscape area shall be provided adjacent the property lines which are adjacent to existing or proposed residential or institutional uses. Such an area may include a view obstructing solid wall or fence in addition to view obstructing landscaping.

Schedule T General Provisions

1. Permitted Uses

- (a) In this Agreement, any use not listed under the permitted uses in a particular designation is prohibited; and
- (b) Where a permitted use within any designation is defined in this agreement, the uses permitted within that designation shall be deemed to include any similar use which satisfies such definitions.

2. Certain Words

In this Agreement, unless clearly indicated otherwise, words used in the present tense include future; words in the singular number include the plural; words in the plural include the singular number; and the word "used" includes "arranged", "designed", or "intended to be used", and the word "shall" is mandatory and not permissive.

3. Multiple Uses and Designations

- (a) Where any land or building is used for more than one purpose, all provisions of this agreement relating to each use shall be satisfied. Where there is conflict such as in the case of lot size or lot frontage, the higher standard shall prevail; and
- (b) More than one land use may be applied to any given area within the agreement and when land is designated in this manner, the regulations under the land use appropriate to the proposed use shall be applied.

4. Temporary Construction Uses Permitted

Nothing in this agreement shall prevent the use of land or the use or erection of a temporary building or structure which is necessary and accessory to construction in progress, such as a work camp or construction camp, mobile home, sales or rental office, tool or maintenance shed or scaffold, including a shipping container which serves as one of the foregoing, except as a mobile home, sales or rental offices, provided that a development permit has been issued.

- (a) A rock crusher may be used at the site of a demolition of a structure or building, the site of construction of primary or secondary services pursuant to the Regional Subdivision By-law, or at the site of development permitted pursuant to these general provisions, provided a development permit has been issued for such use;
- (b) A development permit may only be issued for the temporary use of a rock crusher;
- (c) A development permit issued for the use of a temporary rock crusher accessory to demolition of a structure or building pursuant to this agreement shall be valid for any period specified not exceeding sixty (60) days. A development permit issued under this clause may be renewed for a period not to exceed thirty (30) days at a time, if a development officer determines that an extension of the period is necessary. No rock crusher shall be located or used within three (3) metres of any property boundary;
- (d) A development permit issued for the use of a temporary rock crusher accessory to the construction of primary or secondary services pursuant to the Regional Subdivision By-law shall be valid for any period which does not exceed the construction time schedule specified in the subdivision agreement. No rock crusher for which a permit has been issued under this clause shall be located or used within sixty (60) metres of any building used for residential or institutional purposes; with the exception of fire stations, police stations, public works facilities, cemeteries, historic sites and monuments, and recreational trails where no rock crusher shall be located or used within three (3) metres of any property boundary;
- (e) Notwithstanding any other provision of this agreement, a temporary rock crusher accessory to construction in progress shall not be used to process material for export to another site nor to process material imported to the site; and
- (f) A temporary rock crusher may be used as an accessory to demolition in progress to process demolished material for export to another site subject to disposal in accordance with the requirements of this agreement and the C&D Materials Recycling and Disposal License By-law.

5. Temporary Commercial Uses Permitted

Nothing in this Agreement shall prevent the use of land or the erection of a temporary building or structure including a sales or rental office incidental to construction in progress until such construction has been finished or discontinued for a period of thirty days and provided that such temporary structures or buildings are located on an approved building lot and meet the designation setbacks; or the temporary use of land for such purpose as midways, circuses, fairs, festivals, the display of artwork and crafts, or artistic performances provided that such remain in place no longer than five (5) days. Christmas tree sales are permitted in all designation for a maximum period of thirty (30) days per year. Mobile vendors and canteens are permitted in all areas designated for Community Commercial uses and on Park lands in conjunction with a special event including but not limited to, recreational events, Municipal events, community events, for a maximum period of four (4) days, per event. Temporary ice cream stands are permitted within the Community Commercial designation and shall be exempt from landscaping and land use specific requirements. Temporary ice cream stands shall also be exempt from yard requirements and shall have a minimum 20 foot front yard and 8 foot rear and side yards. Temporary ice cream stands shall be permitted for a maximum period of six (6) months per year. Temporary uses are not required to connect to municipal services provided they have adequate measures in place for sanitation as approved by the Municipality and any other regulatory agency with jurisdiction. Any development permit issued for a special use under this section shall be in force for a maximum period of one (1) year from the date of issue and any permit may be reissued upon request, subject to review by the Development Officer.

6. Home Occupations

A home occupation shall be permitted in any residential dwelling provided:

- (a) it shall be conducted by the resident occupant in his or her residence;
- (b) it shall be clearly accessory and incidental to the use of the dwelling as a residence;
- (c) it shall be conducted within the enclosed living areas of the dwelling;
- (d) no alterations shall be made which would change the physical character of the dwelling as a residence;
- (e) no outside storage of any kind shall be associated with the home occupation;
- (f) there shall be no exterior evidence of the conduct of a home occupation except for a business identification plate or sign of a maximum 0.18 square metres (2 square feet) in area which shall not be backlit;
- (g) the maximum size of any home occupation [excluding day cares facilities shall be not more than 25% of the total floor area of the dwelling unit to a maximum of 46.5 square metres (500 square feet);
- (h) one off-street parking space, other than those required for the dwelling, shall be provided for each 23.2 metres squared (250 square feet) of floor space occupied by the home occupation;
- (i) it shall not be an objectionable use;
- (j) no stock in trade, except articles produced by members of the immediate family residing in the dwelling shall be displayed or sold within the dwelling;
- (k) the following are deemed not to be home occupations and are not permitted within the residential areas:
 - i) automotive repair shop;
 - ii) autobody repair shop;
 - iii) auto paint shop;
 - iv) machine shop;
 - v) welding;
 - vi) retail sales outlets, except articles produced by members of the immediate family in the dwelling;
 - vii) restaurants;
 - viii) amusement centre;
 - ix) any use involving the care of animals; and

- (l) the following shall apply to Bed and Breakfast/Guest Home establishments:
- i) bed and breakfast/guest homes shall be permitted in single detached dwellings permitted by this Agreement;
 - ii) notwithstanding section 6 g), it shall occupy not more than three rooms as sleeping rooms for overnight guests;
 - iii) notwithstanding section 6 h), one off-street parking space, other than those required for the dwelling, shall be provided for each bedroom rented for overnight guests.

7. Day Care Facilities

Day care facilities and after school care shall be permitted in any dwelling in any residential dwelling provided that:

- (a) it shall be conducted by the resident occupants in their residence who may employ not more than two employees;
- (b) the maximum number of children in each facility shall not exceed 14;
- (c) the building must be occupied as a dwelling unit;
- (d) there is clear sight distance for 60.96 metres (200 feet) on either side of the driveway(s), except on a cul-de-sac;
- (e) a maximum of 50% of the dwelling gross floor area may be devoted to the child care use;
- (f) there is a minimum street distance of 152.4 metres (500 feet) between day care facilities; and
- (g) subject to b),c),d),e),and f), of Section 6 pertaining to home occupations.

Notwithstanding (a) though (h), outdoor play areas and play equipment shall be permitted in association with a permitted daycare.

8. Boarders and Lodgers

The leasing of not more than three rooms in any dwelling unit in a residential dwelling shall be permitted but no window display or sign in excess of 0.18 square metres (2 square feet) in respect to the use permitted by this clause shall be allowed. One off-street parking space, other than those required for the dwelling, shall be provided for each room devoted to boarders.

9. Mobile Homes

No mobile home shall be permitted on the Lands.

10. Truck, Bus, and Coach Bodies

No truck, bus, coach or streetcar body, or railway car, or structure of any kind other than a dwelling unit erected and used in accordance with this agreement and all other By-laws of the Municipality shall be used for human habitation within the Lands, whether or not it is mounted on wheels.

11. Public Transit Facilities

Public transit facilities shall be permitted in all designations with frontage on Road 78 (Broad Street) or Larry Uteck Boulevard.

GENERAL PROVISIONS: LOTS AND YARDS AND OTHER STANDARDS

12. Frontage On A Street

Except as provided for within this agreement, no building, structure or use shall be permitted unless the lot or parcel of land intended to be used or upon which the building or structure is to be erected abuts and fronts upon a public street.

13. One Main Building On A Lot

No person shall erect more than one (1) main building on a lot except in areas designated for cluster type housing or condominium low density housing or as otherwise provided for in the Agreement.

14. Setbacks In Residential Designations

Setbacks for residential uses shall be governed by Section 3.4 of this agreement.

15. Special Requirements: Corner Lots

On a corner lot, a fence, sign, hedge, shrub, bush or tree, or any other structure or vegetation which obstructs vision shall not be erected or permitted to grow to a height greater than 0.61 metres (2 feet) above grade of the streets that abut the lot within the triangular area included within the street lines for a distance of 6.09 metres (20 feet) from their point of intersection.

16. Watercourse Setbacks, Buffers and Non-Disturbance

- (a) i.) No development, grade alteration, excavation, fill, pavement or removal of natural vegetation shall be permitted within 30 metres (98.4 feet) of the high water mark, or within the limits of any 1 in 20 year flood plain of Kearney Lake or Kearney Lake Run or Black Duck Brook or within 20 metres (65.6 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. The 1 in 20 year floodplain shall be shown on the subdivision grading plan and subdivision plan; and
- ii.) Where the average positive slopes within the 20 metres (65.6 feet) buffer are greater than 20%, the buffer shall be increased by 1 metre (3.3 feet) for each additional 2% of slope, to a maximum of 60 metres (196.9 feet).
- (b) The Developer agrees that watercourse setbacks and non-disturbance areas as shown on Schedule P and required under Clause 16 (a) shall be shown on a site plan submitted under the requirements of subsection 3.2.1 of this Agreement. Further, the plan shall show all wetlands greater than or equal to 2000 square metres, as defined by Nova Scotia Environment;
- (c) 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;
- (d) 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;
- (e) Where a non-disturbance area, which is not 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 permitted by the Development Officer and approved pursuant to the requirements of this Agreement;
- (f) Further, no development, tree cutting, stump or other vegetation removal, grade alteration or any alteration of any kind shall be permitted in relation to a development shall be permitted within any wetland greater than 2000 square metres in size, watercourse setback or non-disturbance area except where approved in writing by the Development Officer under one of the following circumstances:
 - i.) To install municipal service systems, park, driveway accesses and trails. In these cases, the location, size and extent of the disturbance shall be identified on a plan prepared and endorsed by a qualified professional which shall identify measures to minimize disturbance within the non-disturbance area to the satisfaction of the Development Officer;
 - ii.) To remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for the removal of such a tree, the Development Officer shall have the discretion to require that the landowner engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent credentials to certify in writing

- iii.) that the tree poses a danger to people or property or is in severe decline; Notwithstanding subsection (f)i.) through ii.), the selective removal of vegetation to maintain the overall health of the watercourse setback, wetland or non-disturbance area may be authorized by the Development Officer where a management plan is submitted by a Certified Arborist, Landscape Architect, Urban Forester, Forestry Technician;
- iv.) Management plans shall meet the following requirements:
 - (a) the management plan shall be prepared by a person qualified to make the required determinations;
 - (b) the management plan shall 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.

The Development Officer may issue a permit for work identified in a management plan once it is determined that that the management plan meets all requirements of this agreement.

- (g) If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Clause 16(f), the Developer shall replace each tree with a new tree of 38mm (2 inch) caliper for every one removed or damaged, as directed by the Development Officer, in consultation with the appropriate HRM Business Units;
- (h) 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;
- (i) The 1 in 100 year floodplain shall be shown on the subdivision plans and subdivision grading plan; and
- (j) Development within any 1 in 100 year flood plain shall not be permitted without the flood proofing of any affected buildings.

17. Natural Hazards And Yard Requirements

Where in this agreement a front yard, side yard or rear yard is required and part of the area of the lot is usually covered by water or marsh, or is beyond the rim of a river bank or watercourse, or between the top and toe of a cliff or embankment having a slope of 20% or more from the horizontal, then the required yard shall be measured from the nearest main wall from the main building or structure on the lot to the edge of the said area covered by water or marsh, or to the rim of the said river bank or watercourse, or to the top of the said cliff or embankment if the said area is closer than the lot line.

18. Abutting Use Requirements

Where a Community Commercial use abuts existing residential uses, or park uses and/or designation, in order to provide a buffer, visual or noise barrier between these uses, the following shall apply:

- (a) the minimum distance between the main buildings shall be 12.2 metres (40 feet);
- (b) no open storage nor outdoor display shall be permitted in required yards ;
- (c) where parking spaces are provided in a required yard such parking shall be screened by a buffer, fence, or combination thereof;
- (d) in addition to the provisions of clause 35, signs located in a required yard shall be subject to the following requirements:
 - i) all signs shall be non-illuminated;
 - ii) only directional or business identification signs shall be permitted;
 - iii) the maximum sign area shall be 1.8 square metres (20 square feet);
 - iv) the maximum height of a ground sign from the grade level to the highest part of the

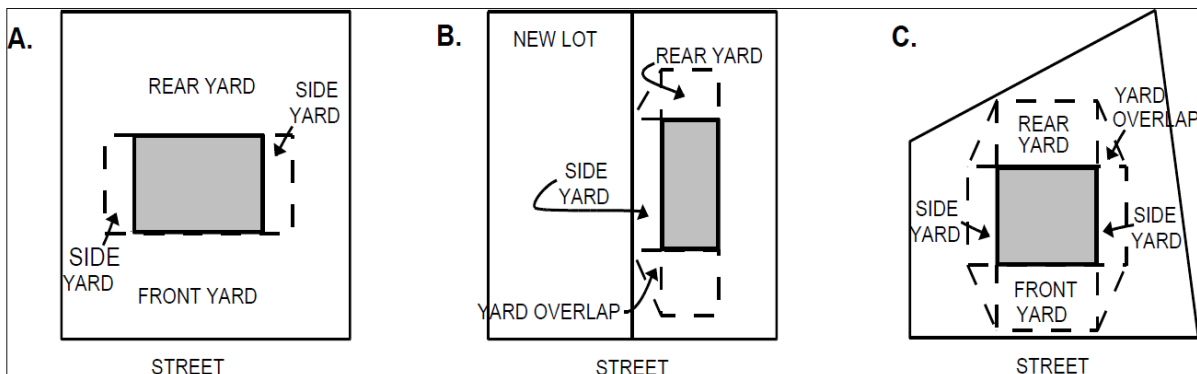
- v) sign (including the sign structure) shall be 4.6 metres (15 feet); and
- v) all signs shall be setback at least 3.05 metres (10 feet) from the abutting property line.
- (e) objectionable uses shall not be located in required yards.

19. Height Regulations

The height regulations of this agreement shall not apply to church spires, water tanks, elevator enclosures, silos, flagpoles, television or radio antennae, solar panels, ventilators, skylights, satellite dishes, chimneys or clock towers.

20. Yard Measurement

- (a) In determining yard measurements for a lot which is either square or rectangular in shape, the minimum horizontal distance from the respective lot lines shall be measured as illustrated in Diagram 'a' and expressed in the following definitions:
 - i) flankage yard- means the side yard of a corner lot which side yard extends from the front yard to the rear yard between the flankage lot line and the nearest main wall of any building or structure;
 - ii) front yard- means a yard extending across the full width of a lot between the front lot line and the nearest wall of any building or structure on the lot; a "minimum" front yard means the minimum depth of a front yard on a lot between the front lot line and the nearest main wall of any main building or structure on the lot;
 - iii) rear yard- means a yard extending across the full width of a lot between the rear lot line and the nearest wall of any main building or structure on the lot; a "minimum" rear yard means the minimum depth of a rear yard on a lot between a rear lot line and the nearest main wall of any main building or structure on the lot; and
 - iv) side yard- means a yard extending from the front yard to the rear yard of a lot between a side lot line and the nearest wall of any building or structure on the lot; a "minimum" side yard means the minimum width of side yard on a lot between a side lot line and the nearest main wall of any main building or structure on the lot;
- (b) For a lot which contains a dwelling unit and is being subdivided, the required minimum yards shall be measured from the respective wall(s) of the structure (Diagram 'B'); and
- (c) For an irregularly shaped lot the required front yard shall be determined as in a) above, while yards of the applicable minimum depth shall be maintained at the rear and sides of a structure for the entire length and width of the structure (Diagram 'C').



GENERAL PROVISIONS: ACCESSORY BUILDINGS OR STRUCTURES

21. Accessory Uses Permitted

Where this agreement provides that any land may be used or a building or structure may be erected or used for a purpose the purpose includes any accessory use thereof.

22. Accessory Buildings

- (a) Accessory uses, buildings and structures shall be permitted in any designation within this agreement but shall not:
 - i) be used for human habitation;
 - ii) be located within the required front yard of a lot;
 - iii) be built closer than 1.21 metres (4 feet) to any lot line except for common semi-detached garages which may be centred on the mutual side lot line;
 - iv) exceed 4.6 metres (15 feet) in height in any Residential designation;
 - v) exceed 69.7 square metres (750 square feet) in total floor area for all accessory space on a lot in any Residential designation, except for public buildings and uses *and* swimming pools;
 - vi) be built within 1.82 metres (6 feet) of the main building; and
 - vii) be considered an accessory building if attached to the main building in any way or be considered an accessory structure if located completely underground.
- (b) Notwithstanding anything else in this Agreement, drop awnings, clothes poles, flag poles, garden trellises, fences, children play structures, satellite dishes, uncovered decks no higher than 0.60 metres (2 feet) and retaining walls shall be exempted from any requirements for accessory uses under subsection (a.);
- (c) Garbage collection bins and stalls shall be subject to the accessory building provisions of this section and shall be fenced or otherwise enclosed by a structure so as not to be visible from any street or adjacent residential property; and
- (d) Swimming pools shall be completely enclosed with fencing, a minimum of 1.52 metres (5 feet) in height.

23. Shipping Containers

- (a) Shipping containers shall not be used as accessory buildings or for the storage of materials on the Lands.
- (b) Shipping containers shall not be used as a dwelling or other form of accommodation, including offices.

24 Restrictions on Outdoor Storage/Outdoor Display and Sales

- (a) Outdoor storage and display with garden markets is permitted within Community Commercial areas provided it is screened with opaque screening, excluding chain-link or any other type of open fencing.
- (b) Outdoor storage and display shall not exceed twenty (20) per cent of the gross area of any lot.
- (c) No outdoor storage shall be permitted within any required front or side yard.
- (d) No outdoor storage or outdoor display shall be permitted within any yard where such yard abuts any residential, institutional or park use, except where a fence or other visual and physical barrier is provided with the abutting yard, excluding chain-link or any other type of open fencing.
- (e) Outdoor display is permitted adjacent to the primary façade (façade with principal customer entrance) and shall extend no more than eight feet from such façade.
- (f) Outdoor display shall be located no closer than five feet from any public entrance to a building.
- (g) Outdoor display shall occupy no more than 30 percent of the horizontal length of any building façade.

- (h) Outdoor display shall not impair the ability of pedestrians to use the sidewalk or parking areas.

GENERAL PROVISIONS: PARKING AND LOADING FACILITIES

25. Parking Requirements

- (a) For every building or structure to be erected or enlarged, off-street parking located within the same designation as the use and having unobstructed access to a public street shall be provided and maintained in conformity with the following schedule:

<u>TYPE OF BUILDING</u>	<u>PARKING REQUIRED</u>
A dwelling containing dwelling units	2 parking spaces not more than 3 for each dwelling unit.
Condo Town House, Stacked Townhouse and multiple unit dwellings	1.5 spaces for each dwelling unit.
Churches, church halls	Where there are fixed auditoria seats 1 parking space for every 5 seats, or 10 feet of bench space. Where there are no fixed seats, 1 parking space for each 9.29 square metres (100 square feet) of floor area devoted to public use.
Elementary schools	1.5 parking spaces per each teaching classroom.
High schools	4 parking spaces for each teaching classroom.
Hospitals and nursing homes	1 parking space for each 2 beds or each 37.16 square metres (400 square feet) of floor area, whichever is the greater.
Senior Citizen apartments	1 parking space for every 2 dwelling units.
Hotels, motels, staff houses	1 parking space per tourist cabins, guest houses bedroom <u>plus</u> parking spaces as per the listed requirements for accessory uses such as restaurants, lounges, retail space, etc.
Ice Cream Stand	5 spaces or 5 spaces per 92.9 square metres (1000 square feet) of floor area devoted to public use, whichever is greater.
General Retail	4.5 parking spaces per 92.9 square metres (1000 square feet) of gross leasable floor area.
Office Commercial	3.5 parking spaces per 92.9 square metres (1000 square feet) of gross leasable floor area.
Restaurants Full Service	1 space for every 4 seats provided or 20 spaces per 92.9 square metres (1000 square feet) of floor area devoted to public use, whichever is greater.
Drive-Thru/Fast Food	8 spaces per 92.9 square metres (1000 square feet) of floor area devoted to public use.
Take out	16 spaces per 92.9 square metres (1000 square feet) of floor area devoted to public use.
Medical/Dental	2 spaces per consulting room
Banks and Trust Companies	5 parking spaces per 92.9 square metres (1000 square feet) of gross leasable area.
Entertainment/Recreational	1 parking spaces per 6 seats.
All other commercial uses	4.5 parking spaces per 92.9 square metres (1000 square feet) of gross leasable space.
Warehouses	1 parking space for every 279 square metres (3000 square feet) of gross floor area, plus parking space as per the requirements for any office space.
Day Care Facilities	1.5 spaces per 37.2 square metres (400 square feet)(of gross floor area

- (b) Handicapped parking stalls shall be provided at a ratio of 4 percent of the total required in each lot with a minimum of 1 stall per lot where required parking is for 5 stalls or greater.

- These spaces shall be located near building entrances which shall be wheelchair accessible; and
- (c) The parking requirements for multiple occupancy buildings which contain a mix of different uses shall be determined by calculating the sum of the parking requirements for each use and then reducing the number by twenty percent to allow for the shared usage of spaces by building occupants.

26. Standards for Parking Areas

Where parking facilities for more than 3 vehicles are required or permitted:

- (a) all parking areas including individual parking spaces, visitors and service spaces, shall be clearly marked;
- (b) individual parking spaces shall be 2.74 metres by 5.48 metres (9 feet by 18feet) except in the case of handicapped parking. Handicapped parking spaces shall be 3.96 metres (13 feet) wide unless two are located together in which case a total width of 6.40 metres (21 feet) is acceptable. Parking stalls for small cars, where provided, shall be 2.44 metres by 4.58 metres (8 feet x 15 feet) and shall not exceed 25% of the total parking spaces provided. Curb parking shall be 2.43 metres by 6.40 metres (8 feet by 21feet). All parking areas including driveways and manoeuvring areas shall be maintained with a permanent hard surfaced with asphalt, concrete or equivalent and shall be defined by a concrete curb, ornamental brick, planting, fence or other landscaped feature;
- (c) all parking areas must provide for ingress and egress of motor vehicles to a street or highway by means of driveways, aisles or manoeuvring areas where no parking or storage of motor vehicles is permitted;
- (d) curbs or other appropriate methods of delineating a pedestrian right of way shall be provided to ensure safety between pedestrian and vehicular movements in all parking lots that have greater than ten (10) parking stalls;
- (f) all parking areas shall provide manoeuvring areas to permit vehicles to leave the property in a forward motion;
- (g) all parking layouts shall make provision for the stock-piling of snow in a manner which will not reduce the amount of required parking space available; or reduce visibility within corner vision triangles of adjacent street intersections as defined in Section 16 of this Schedule and corner vision triangles at the intersection of the driveway(s) with the street;
- (h) where a parking area for a multiple-unit residential building, a commercial building, abuts existing or designated residential uses, such parking areas shall be screened by a buffer, fence, or combination thereof;
- (i) where windows and doors exist on the ground floor of a residential building, no parking shall be located within 6.1 metres (20 feet) of such windows and doors;
- (j) for institutional and commercial land uses, if off street parking is available on a permanent basis within 91.44 metres (300 feet) of the building and is designated commercial or institutional, as well as being clearly signed to indicate the use it is intended to serve, the parking requirements shall be deemed to be satisfied;
- (k) the approaches or driveways shall not be closer than 15.24 metres (50 feet) from the limits of the right-of-way at a street intersection;
- (l) the width of a driveway leading to a parking or loading area, or aisle in a parking area, shall be a minimum width of 3.05 metres (10 feet) for one-way traffic and 6.1 metres (20 feet) for two-way traffic, unless the driveway is fulfilling the function of a fire access in which case the driveway shall be a minimum width of 6.1 metres (20 feet);
- (m) The Developer shall convey all required rights-of-way over properties, as required, to provide access to all properties; and
- (n) Clearly signed visitor parking areas shall be provided for all multiple unit dwellings, mixed use (residential /commercial) or clustered, condo or stacked attached housing units. Visitor parking shall be provided from the required parking for the land use at a ratio of 1 visitor parking space per 4 units.

27. Commercial Motor Vehicles in Residential Designation

- (a) Not more than one commercial motor vehicle with a maximum weight of 5000 kg. (11,022 lbs.) shall be kept in a Residential Designation and this vehicle shall be owned or operated by the occupant of the lot, and parked on the lot.
- (b) Commercial motor vehicles over 5000 kg. (11,022 lbs.) shall not be permitted.

28. Loading Spaces

- (a) In any designation, no person shall erect or use any building or structure for manufacturing, storage, warehouse, department store, retail store, wholesale store, market, freight or passenger terminal, hotel, hospital, or other uses involving the frequent shipping, loading or unloading of animals or goods, unless there is maintained on the same premises with every such building, structure or use:

<u>Gross Floor Area</u>	<u>No. of Spaces</u>
Less than 464.4 sq. m.	0
464.5-1393.4 sq. m.	1
1393.5-3251.4 sq. m.	2
More than 3251.5 sq. m.	3

- (b) Each loading space shall be at least 3.66 metres (12 feet) by 12.19 metres (40 feet) with a minimum of 4.27 metres (14 feet) height clearance. No such loading spaces shall be located within any required front yard or be located within any required yard which abuts a Residential designation;
- (c) Each loading space shall not be obstructed by any other parking space or accessory structure; and
- (d) The requirements in a), b), and c) above may be waived if it is indicated that the uses which are to occupy a building do not require loading space(s).

29. Bicycle Parking Facilities

- (a) For the whole of every building or structure to be erected or for the portion of a building or structure which is to be enlarged, on-site bicycle parking shall be provided in accordance with the following table:

Use	Bicycle Parking Requirement
Multiple Unit Dwelling	0.5 spaces per dwelling unit 80% Class A, 20% Class B
Hotels/ Motels/Inns	1 space for every 20 rooms 80% Class A, 20% Class B Minimum 2 Class B spaces
General Retail, Trade and Service, Food Store, Restaurants	1 space per 300m ² GFA 20% Class A/ 80% Class B Minimum 2 Class B spaces
General Office, Banks, Medical Clinics, Institutional Uses, Government Buildings	1 space per 500m ² GFA 50% Class A/ 50% Class B Minimum 2 Class B spaces
Auditoriums, Theatres, Stadiums, Halls	1 space for every 20 seats 20% Class A/ 80% Class B Minimum of 2 Class B spaces

	Maximum of 50 spaces
Schools, Colleges, Universities	1 space for every 250m ² GFA 20% Class A/ 80% Class B
Recreation Facilities, Community Centres, Libraries	1 space per 200m ² GFA 20% Class A/ 80% Class B Minimum of 2 Class B spaces
Commercial Parking Structures/Lots (>20 Motor Vehicle Spaces)	5% of motor vehicle parking provided Minimum of 2 Class B spaces Maximum of 50 spaces
Any Uses Not Specified Above	1 space per 500 m ² GFA 50% Class A/ 50% Class B

(b) Bicycle parking requirements shall not be required for the following land uses:

- i.) Single unit dwelling;
- ii.) Semi-detached dwelling;
- iii.) Townhouses dwellings;
- iv.) Stacked attached dwellings;
- v.) Self storage facilities;
- vi.) Car washes;
- vii.) Cemeteries; and
- viii.) Funeral homes.

(c) Each Class B bicycle parking space shall:

- i.) be a minimum of 0.6 metres (2 feet) wide and 1.8 metres (6 feet) long;
- ii.) have a minimum overhead clearance of 2.0m (6.5 feet); and
- iii.) be located a minimum of 0.6 metres (2 feet) from any wall or other obstruction.

(d) Access to and exit from Class B bicycle parking spaces shall be provided with an aisle of not less than 1.2 metres (4 feet) in width, to be provided and maintained beside or between each row of bicycle parking.

(e) Class A bicycle parking spaces shall have a minimum door opening of 0.6 metres (2 feet) be no less than 1.8 metres (6 feet) long and 1.2 metres (4 feet) in height, with an aisle width of not less than 1.5 metres (5 feet). Bicycle rooms and cages for the storage of multiple bicycles shall contain Class B racks so that individual bicycles are supported.

30. Location of Bicycle Parking

- (a) Class B bicycle parking shall be located no more than 15 metres (49.2 feet) from an entrance. Where there are shelters such as building awnings or overhangs or special purpose-designed shelters that protect bicycles from the elements, bicycle parking may be located up to 30 metres (98.4 feet) from an entrance.
- (b) Class A bicycle parking may be located up to 200 metres (656.2 feet) from an entrance.
- (c) All bicycle parking spaces shall be located on hard surfaces in areas that are visible and well illuminated.
- (d) Class B spaces shall be located at ground level and visible to passers-by or building security personnel. Where not immediately visible to passers-by, directional signage shall be provided.

31. Special Bicycle Parking Facility Requirements

- (a) Where six (6) bicycle spaces are provided, a reduction of one (1) regular required motor

- vehicle parking space may be permitted up to a maximum of two (2) spaces.
- (b) In any case where enhanced bicycle parking facilities are provided, for every two enhanced parking spaces, one regular required motor vehicle space may be eliminated up to a maximum reduction of 10% of the required motor vehicle parking.
 - (c) In cases of 100% lot coverage, Class B bicycle parking may be installed within the street right-of-way, in accordance with the provisions of the Streets By-law (S-300), provided it is within 91.4m from the location they are to serve.

32. Areas of Elevated Archaeological Potential)

As per the Bedford Land Use By-law and the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law, as amended from time to time.

GENERAL PROVISIONS: SIGNS

33. Signs

1. General

- (a) No person shall erect a sign without first obtaining a development permit from the Development Officer;
- (b) All signs shall be located on the lot containing the business being advertised; and
- (c) The number of signs permitted shall not exceed two signs per business;

1A. Temporary Signage

These requirements shall not apply to any sign regulated under HRM By-law S-800 (A By-law Respecting Requirements for the Licensing of Temporary Signs).

2. Signs Permitted In All Designations

The following signs shall be permitted in all designations;

- (a) name and street number of residential and non-residential buildings;
- (b) "No Trespassing" signs and other such signs regulating the use of a property, provided said sign does not exceed 0.19 square metres (2 square feet) in area;
- (c) "For Sale" or "For Rent" signs, provided such signs do not exceed 0.56 square metres (6 square feet) per face in any residential designation and 2.97 square metres (32 square feet) per face in any non-residential designation;
- (d) signs regulating traffic within the lot or giving direction or identifying the function of part or all of a building, provided that such signs do not exceed 0.46 square metres (5 square feet) in area;
- (e) signs erected by a governmental body or public authority such as traffic signs, railroad crossing signs, signs identifying public properties and buildings without limitation as to the maximum sign areas, and lists of electors;
- (f) memorial signs or tablets and signs denoting the date or erection of a building as well as signs identifying historic sites;
- (g) flag, pennant, or insignia of any government or religious, charitable, or fraternal organization;
- (h) signs which are incidental to construction and are located on the same lot, provided that such sign shall not exceed 5.95 square metres (64 square feet) in area; and
- (i) notices of religious or patriotic demonstrations and public exhibitions.

3. Signs Prohibited In All Designations

The following signs shall not be permitted or erected in any designation, notwithstanding anything else contained in this agreement:

- (a) signs having flashing or moving illumination which varies in intensity or colour, signs having moving parts, whether caused by mechanical apparatus, electrical pulsation, or normal wind current;
- (b) portable signs except for once per business for a maximum period of sixty (60) continuous

- days for new business openings;
- (c) any sign which creates a hazard to public safety;
- (d) any sign proximate to a roadway or driveway which obstructs the vision of vehicular drivers whether by virtue of its sign location, appearance or illumination or which obscures or obstructs any traffic control sign or device of any public authority;
- (e) any sign which obstructs access to or from a fire escape, door, window, or other required fire exit;
- (f) signs which resemble traffic control signs of any public authority, whether by shape, colour, message or location which would interfere with or confuse traffic along a public road;
- (g) any sign which advertises a product which is no longer sold or a business which is no longer in operation;
- (h) signs which are not located on the same lot as the commercial establishment, which state the name of the said establishment and the type of business or products of said establishments;
- (i) signs on public property or public rights-of-way unless erected by a public authority or specifically permitted by the Municipality;
- (j) string lights, other than for temporary holiday decoration whose illumination is unshielded from adjacent properties;
- (k) searchlights, pennants, spinners, banners, and streamers, except for temporary uses such as grand openings and exhibitions;
- (l) signs located on or affixed to the roof of any structure; and
- (m) signs affixed to natural objects (trees, stones).

4. Facial Wall Signs

Facial wall signs shall meet the following requirements:

- (a) Shall not extend above the top of the wall on which it is affixed;
- (b) Shall not extend beyond the extremities of the wall on which it is affixed;
- (c) Shall not have an area which exceeds ten (10) percent of the area of the wall on which it is attached;
- (d) Shall not have a total area for all facial wall signs which exceed fifteen (15) percent of the area of the wall to which they are attached;
- (e) For the purposes of this agreement, all facial wall signs per business shall count as one sign; and
- (f) On an individual building may contain more than one message per business premise.

5. Projecting Wall Signs

Projecting wall signs shall meet the following requirements:

- (a) Shall not project over a public right-of-way unless otherwise provided for in this Agreement;
- (b) Shall not project more than 1.83 metres (6 feet) from the wall on which it is attached;
- (c) Shall not project above the eaves, parapet or roof line of a building;
- (d) Shall not be erected below a height of 3.05 metres (10 feet) above grade;
- (e) Shall not have a single face area greater than 1.49 square metres (16 square feet); and
- (f) Canopies and awnings incorporating signage are not subject to subsections a), c), d), and e);

6. Ground Signs Or Free Standing Signs

Ground sign shall meet the following requirements:

- (a) Shall not exceed a height of 4.88 metres (16 feet) from the grade to the highest part of the sign;
- (b) Shall not be set back less than 1.52 metres (5 feet) from the front lot line, or the flankage lot line of a corner lot, in any commercial designation, subject to Clause 16 of this Schedule; and
- (c) Notwithstanding a) and b) the lands designated Community Commercial may include where a multiple tenant building exists, a multiple tenant shared sign. No multiple tenant sign shall exceed 10.67 metres (35 feet) in height or exceed 23.23 square metres (250 square feet) in size per face. No sign shall be set back less than 3.05 metres (10 feet) from the front lot line,

or the flankage lot line of a corner lot, subject to Clause 16 of this Schedule.

7. Signs in a Residential Designation

Unless otherwise regulated in this Agreement, no sign in any Residential designation shall exceed 0.28 square metres (3 square feet) in sign area or be higher than 1.53 metres (5 feet) from grade to the top of the sign in the case of a ground sign.

8. Illuminated Signs

Illuminated signs shall be permitted provided the lighting for signage does not create a safety hazard and provided such illumination is directed away from adjoining properties and any adjacent streets.

34. GENERAL PROVISIONS: WIND ENERGY FACILITIES

As per the applicable Land Use By-law (Bedford Land Use By-law or the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law), as amended from time to time.

Schedule U
Park and Open Space Uses

No development permit shall be issued in a Park or Open Space area except for one or more of the following uses:

- a) Community and Recreation Centres;
- b) Playground, Playing Fields;
- c) Recreation Uses;
- d) Public Parks;
- e) Public and Private Open Space;
- f) Uses of a similar nature to the foregoing; and
- g) any uses accessory to the foregoing including a refreshment booth or pavilion.

Attachment B - Letter from Developer - Development Agreement Changes

March 30, 2016

Mr. Andrew Bone, MCIP, LPP
Senior Planner
Development Approvals
Halifax



WEST BEDFORD HOLDINGS LIMITED
CLAYTON PROFESSIONAL CENTRE
255 LACEWOOD DRIVE, SUITE 100 C
HALIFAX, NOVA SCOTIA, CANADA B3M 4G2
TEL (902) 445-2000 FAX (902) 443-1611
WWW.THEPARKSOFWESTBEDFORD.CA

Dear Andrew:

RE: Proposed Revisions - Development Agreement, Sub-areas 7&8

West Bedford Holdings Limited (WBHL) is very appreciative of staff's overall support for our development application and for the rigorous review undertaken to ensure compliance with all aspects of the Bedford Secondary Planning Strategy as well as the Regional Plan. We feel it is important to reiterate that the proposed development, as it currently stands, has received positive recommendation from both the North West Planning Advisory Committee and the Regional Watershed Advisory Board (relative to environmental and stormwater management).

Having reflected upon comments voiced at the public hearing of February 29th, and during informal public consultation, we are interested in identifying changes to the development proposal that will be acceptable to both community council and the general public. To this end, we have identified a small number of modifications to the plan, which will offer a greater degree of comfort with neighbouring residents and adequately address areas of concern.

The proposed changes are as follows:

Sub-area 7

1. Our application proposes single unit dwellings abutting the existing single unit dwellings along Belle Street. It is not feasible to provide, over-sized, unserviced style lots adjacent to the existing homes along Belle Street, as it would be inconsistent with the secondary planning strategy. In an effort to maximize land use compatibility, we will commit to providing a five (5) metre buffer at the rear of all single unit dwelling lots that abut existing homes along the west side of Belle St. (Sketch 1).
2. During the public hearing, we committed to increasing minimum lot widths on Road 7- 4 from 50 to 60 feet. Having had a chance to review the specific lot fabric, we will further this limitation by restricting the lots on Road 7- 4 to a minimum width of 70 feet (21.3m) (Sketch 1). Based on existing housing product in neighbouring Bedford South, the final housing product value on these urban "estate" lots will be in the vicinity of \$800 -1.2M. It is worth noting that these lots are a minimum 240ft. deep with significant non-disturbance areas. This is not dissimilar to the lot depths of adjacent single-family dwelling lots. Staff is in possession of a traffic impact statement that indicates only marginal increases in traffic along Belle street during peak hour conditions and traffic volumes are well below operating thresholds.

3. Further to Item #2, we have oversized the first lot abutting civic 37 Belle Street on the cul-de-sac extension (Road 7-4). The frontage for the oversized lot has been extended by approximately 65 feet. This will create sufficient space to accommodate a proper transition from Belle Street. (Sketch 1)
4. The Community Concept Plan of the Bedford West Secondary Planning Strategy depicts institutional and general commercial uses on the parcels of land abutting 3 Belle St. In an effort to lessen the impact of these land uses, we are proposing a height limitation of 40 feet on the abutting institutional parcel and a restriction to a maximum of 6 storeys on the commercial parcel located immediately south of Broad Street (Sketch 1). It is our understanding that institutional uses are currently permitted to 50ft. in height. Furthermore, the closest apartment building is proposed to be over 360m (1100ft.) away from the nearest home on Belle Street. We believe this is more than sufficient separation of land uses.

Sub-area 8

1. The non-disturbance plan has been revised to include a 10m buffer on all townhouse lots and Road 8-5, abutting Arbor Way (Sketch 2). This 10m buffer will be sufficient to ensure reasonable vegetative screening.
2. The non-disturbance plan has been revised to include a 5m buffer at the rear of the single unit dwelling lots abutting Blue Mountain Road (Sketch 2).
3. Where a 5 or 10m buffer could not be accommodated on lots abutting Arbor Way, we adjusted the plan and removed a proposed townhouse block, replacing it with public parkland. This park parcel is contiguous with proposed parkland to the northeast and would be an additional 1.4 acre dedication (Sketch 2).
4. In addition to the 10m buffer noted above, we are further restricting townhouses abutting Arbor Way by limiting the height to a maximum of 2 storeys (plus basement / basement garage) on the townhouse cluster fronting on Broad Street and restricting the condominium townhouse block on Road 8-3 to bungalow (one storey plus basement) only. This height limitation negates the possibility of stacked townhouses and creates a complimentary abutting land use (Sketch 2).
5. The residents of Arbor Way expressed a desire to change the proposed land use of Road 8-5 from townhouses to single unit dwellings. We were able to accommodate this suggestion and have revised our plans accordingly.
6. We are proposing to restrict three multiple residential lots (Block 8B, 8C and 8D), which may be within the sightlines of existing Arbor Way residents, to a maximum of 6 storeys (Sketch 2). Please note, proposed building locations are on the far side of the community collector road and in keeping with the with the community concept plan, approved by Regional Council in 2006.
7. In addition to the height restrictions noted above, we are furthering this intention by restricting the height of the institutional site, abutting Arbor Way, to a maximum of 4 storeys (Sketch 2).

Access to Belle Street

The proposed access road from Sub-area 7 to Belle Street is a major source of concern for existing residents. City staff are well aware of our desire to mitigate this concern by implementing an alternative form of access not dissimilar to other strategies deployed elsewhere in the greater Bedford area.

We agree with the need to provide emergency access via a second means of public access to Sub-area 7. As you are aware, our preference is to build a gated access similar to that which was implemented several years ago between Shaughnessy Place and Crosby Street at Bedford South.

As a further alternative, we had previously suggested a second means of access directly to Kearney Lake Road (Larry Uteck Blvd.) as outlined in a letter of January 15, 2015 from our transportation consultants at WSP. Despite meeting all applicable standards, city staff did not support the proposed access point preferring instead to connect Sub-area 7 to Belle Street. *We are prepared to institute either option proposed by WSP if so directed by staff as an alternative to Belle Street.*

In a final attempt to find middle ground, we have proposed that the connection to Belle Street be in the form of a one-way street from Sub-area 7 to Belle Street. This has the impact of reducing daily traffic volumes by 1/2; furthermore, there is no opportunity for returning pm traffic to turn left on Belle Street to access Sub-area 7. *We note several examples in HRM where traffic is restricted to one-way in an effort to limit through traffic from one neighbourhood to another.*

We recognize that safety is paramount – as such, we will abide by your recommendation albeit with significant reservations regarding a full two-way public street to Belle Street. Where we are in disagreement is the suggestion that the street is required to promote connectivity between communities. On the contrary, the proposed road promotes through traffic and short-cutting between neighbourhoods. Connectivity is provided through a series of walking trails.

Density

It has been suggested that development need not reach the maximum permitted density by the secondary planning strategy. We believe the record will show that our actual density is considerably less than permitted by the Plan due to a transfer of density to other sub-areas of West Bedford.

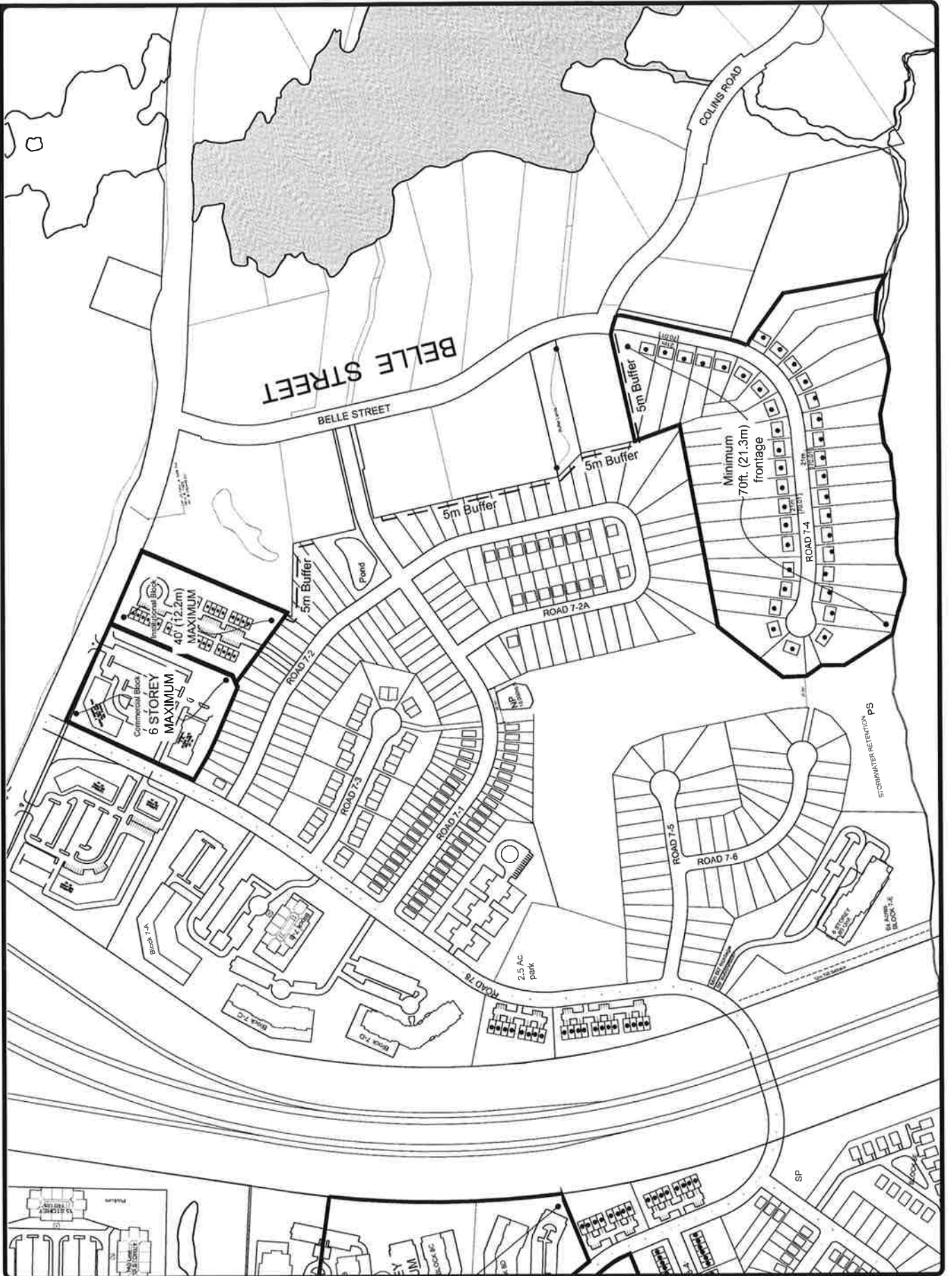
Sub-areas 7 & 8 incorporate hundreds of land use, environmental, and infrastructure components. We appreciate the input provided by adjacent neighbours and have proposed a series of changes aimed at enhancing the functional relationship through greater restrictions on our development plans. We hope these changes find favour with staff and the Community Council.

Yours Truly,
West Bedford Holdings Limited

Original Signed

Kevin Neatt
Manager, Community Design

Sketch 1 Sub Area 7



Sketch 2 - Sub Area 8

