



P.O. Box 1749
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Item No. 13.1.2
North West Community Council
July 9, 2018

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Kelly Denty, Director, Planning and Development

Original Signed

Dave Reage, Acting Chief Administrative Officer

DATE: June 15, 2018

SUBJECT: **Case 21099: Development Agreement for Fourth Street, Bedford**

ORIGIN

Application by Lydon Lynch Architects Ltd.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

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

BACKGROUND

Lydon Lynch Architects Ltd., on behalf of the property owner, is applying for a development agreement to enable a four (4) storey residential building at Fourth Street, Bedford.

Subject Site	Fourth Street, Bedford (PID 41457979)
Location	Near the intersection of Fourth Street and Bedford Highway
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Mainstreet Commercial (MC) under the Bedford Municipal Planning Strategy
Zoning (Map 2)	Mainstreet Commercial (CMC) under the Bedford Land Use By-law
Size of Site	3,350 square metres (36,055 square feet)
Street Frontage	52.4 metres (171.78 feet)
Current Land Use(s)	Vacant
Surrounding Use(s)	The surrounding area is comprised of residential uses including: <ul style="list-style-type: none">- Multiple unit dwellings to the west and north- A vacant property to the east also owned by the applicant and proposed to be developed through an as-of-right process- Bedford United Church to the south

Proposal Details

The applicant wishes to enter into a development agreement to allow the construction of a multiple unit residential building. The major aspects of the proposal are as follows:

- Four (4) storey residential building with a total of 18 two-bedroom units;
- A single partially underground level containing 23 parking spaces, bicycle parking, storage, and mechanical space;
- A surface parking lot adjacent to Fourth Street containing five (5) parking spaces;
- A 430-square foot common room located at the second level; and
- 10,350 square feet of recreation space and pedestrian features including a walkway from Fourth Street to the rear of the subject site and seating areas

Enabling Policy and LUB Context

The subject property is designated Mainstreet Commercial within the Bedford Municipal Planning Strategy. The intent of this designation is to re-establish the area as a commercial corridor and to create a pedestrian oriented streetscape. Enabling policy C-21(a) allows for the development of small scale multiple unit dwellings by development agreement.

The site is zoned Mainstreet Commercial (CMC) under the Bedford Land Use By-law. This zone allows for mixed-use development with no more than 50% of the building used for residential dwellings. Height is limited to two (2) storeys above the Bedford Highway.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public information meeting held on April 12, 2018. Attachment C contains a copy of the minutes from the meeting. The public comments received include the following topics:

- Landscaping and tree retention; and
- Blasting and construction mitigation.

A public hearing must be held by North West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and property owners.

North West Planning Advisory Committee

On May 2, 2018, the North West Planning Advisory Committee (PAC) recommended that the application be approved. A report from the PAC to Community Council will be provided under separate cover.

DISCUSSION

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

Proposed Development Agreement

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

- The placement of the building and uses within it must meet, at a minimum, the Residential Multiple Unit (RMU) Zone of the Bedford Land Use By-law;
- The location of driveways and surface parking areas;
- The location of landscaping and pedestrian features;
- The massing and architectural detail of the building; and
- Non-substantive amendments permitted within the agreement including:
 - changes to the preliminary landscape plan;
 - the granting of an extension to the date of commencement of development; and
 - the length of time for the completion of the development.

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

RMU Zone

Policy C-21(a)(c) requires that development agreements, at a minimum, meet all requirements of the RMU Zone of the Bedford Land Use By-law. As shown in the following table, the proposed development meets all requirements of the RMU Zone:

	LUB Requirement	Proposed	Satisfied
Lot Frontage	100 ft.	171.75 ft.	Yes
Lot Area	10,000 sq. ft.	36,055 sq. ft.	Yes
Front / Flank Yard	30 ft.	42 ft.	Yes
Rear Yard	40 ft.	45.5 ft.	Yes
Side yard	15 ft. or ½ the height	17.5'	Yes
Height	35 ft.	35 ft.	Yes
Units	Maximum of 36	18	Yes
Coverage	35%	34.9%	Yes
Density (2000 sq. ft / 2 BR)	36,000	36,055 sq. ft.	Yes
Recreation Space (575 sq. ft. / 2 BR)	10,350 sq. ft.	10,350 sq. ft.	Yes
Parking (1.5 spaces / unit)	27 spaces	28 spaces	Yes

The agreement also stipulates that the development will be required to meet the general provisions of the Bedford Land Use By-law including regulations in regard to bicycle parking and accessory uses.

Site Design

Enabling policy emphasises that the appearance of buildings should be compatible with surrounding areas and that impacts to adjacent properties should be addressed through landscaping and appropriately located parking areas. The proposed materials are of a high quality and will add visual interest to the existing streetscape. The development is also required to provide adequate landscaping and pedestrian features. As shown on Schedule C of the proposed development agreement, a pedestrian walkway has been provided connecting Fourth Street to the recreation space provided at the rear of the site. Pedestrian seating is provided throughout the site in the form of benches and picnic areas. The surface parking lot has been located at the front of the property and while not ideal in terms of providing a satisfying pedestrian experience at the street, it is small in scale and minimizes impacts to adjacent properties.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The proposed development meets the RMU Zone of the Bedford Land Use By-law and is compatible with the existing community. Therefore, staff recommend that the North West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2018-2019 budget and with existing resources.

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

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

ATTACHMENTS

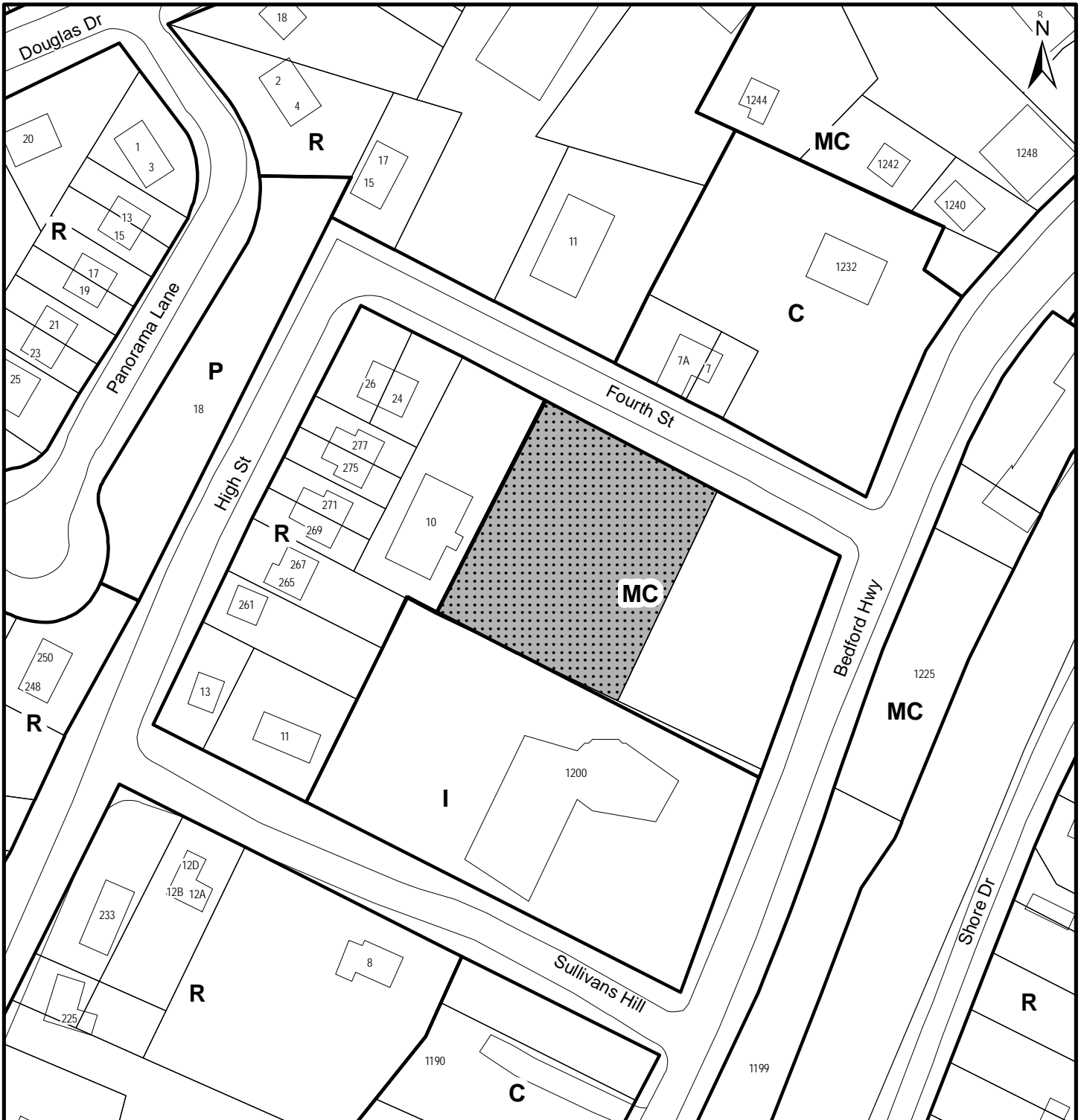
Map 1: Generalized Future Land Use
Map 2: Zoning and Notification Area

Attachment A: Proposed Development Agreement
Attachment B: Review of Relevant MPS Policies
Attachment C: Public Information Meeting Summary Notes

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Melissa Eavis, Planner III, Current Planning 902.490.3966

Report Approved by: Original Signed
Carl Purvis, Acting Manager of Current Planning, 902.490.4797



**Map 1 - Generalized Future Land Use
Fourth Street, Bedford
PID 41457979**

HALIFAX

 Subject Site

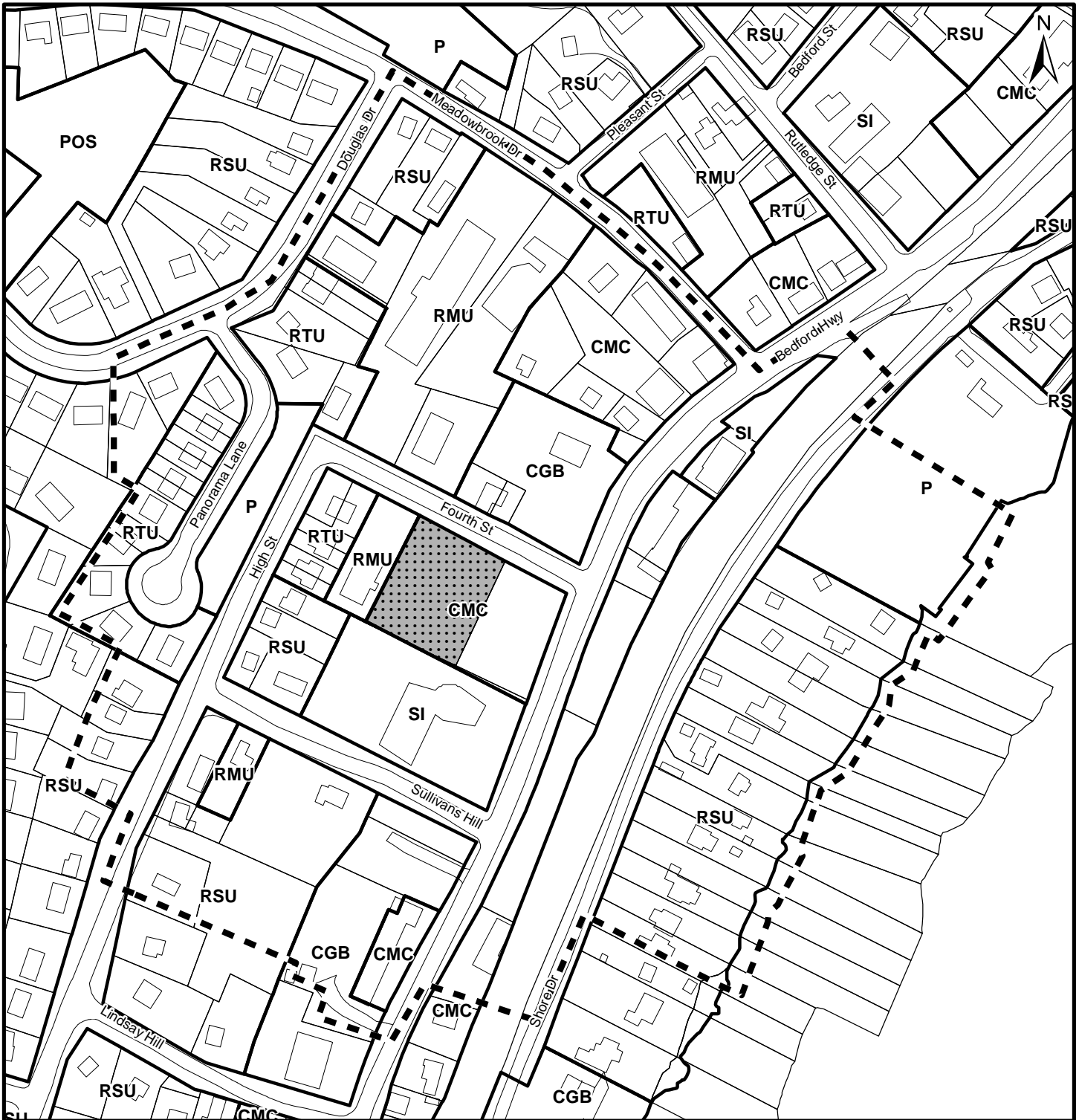
Designations

- R Residential
- C Commercial
- MC Mainstreet Commercial
- I Institutional
- P Park and Recreation



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

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

Bedford
Plan Area

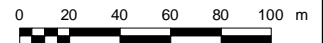


Map 2 - Zoning & Notification
Fourth Street, Bedford
PID 41457979

-  Subject Site
-  Area of notification

Zone	
RSU	Single Unit Dwelling
RTU	Two Unit Dwelling
RMU	Multiple Dwelling Unit
CMC	Mainstreet Commercial
CGB	General Business District
SI	Institutional
POS	Park Open Space
P	Park

HALIFAX



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

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

Bedford
Plan Area

Attachment A: Development Agreement

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

BETWEEN:

[Insert Name of Corporation/Business LTD.]

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

OF THE FIRST PART

- and -

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 located at Fourth Street, Bedford (PID 41457979), and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a four (4) storey residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy(ies) C-21(a) of the Bedford Municipal Planning Strategy and Part 4, Section 3(c)(ix) of the Bedford Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 21099;

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

Attachment A: Development Agreement

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

- 1.1.1 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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Bedford and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Land Use By-law for Bedford shall not be permitted.

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-law 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. 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-law 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

- 1.5.1 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.

Attachment A: Development Agreement

1.6 Provisions Severable

- 1.6.1 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

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 21099:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Elevations

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide, unless otherwise permitted by the Development Officer, a detailed Landscape Plan in accordance with Section 3.9 and Schedule C of this Agreement.
- 3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide, unless otherwise permitted by the Development Officer, written confirmation by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed pursuant to Section 3.9 and Schedule C of this Agreement.
- 3.2.3 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 four (4) storey multiple unit residential building including one level of underground parking; and

Attachment A: Development Agreement

- (b) uses accessory to any of the foregoing uses.

3.4 Detailed Provisions for Land Use

3.4.1 The proposed development shall comply with the following requirements:

- (a) The building shall contain a maximum of eighteen (18) dwelling units;
- (b) Accessory uses maybe permitted subject to RMU (Residential Multiple Unit) Zone Requirements; and
- (c) Five (5) parking spaces shall be provided within a surface parking lot to be located as shown on Schedule B and may be counted toward the total parking requirement as per Section 3.7.1 of this agreement.

3.4.2 In addition to the requirements of Section 3.4.1, the proposed development shall meet the requirements of the RMU (Residential Multiple Unit) zone of the Land Use By-law.

3.5 Building Siting

3.5.1 In addition to the meeting the requirements of the RMU zone, the building's siting, bulk and scale shall comply to the following:

- (a) the building shall be located on the Lands as generally shown on Schedule B;
- (b) the massing of the building shall be as generally shown on Schedule D;
- (c) Height shall be calculated as per the Land Use By-law for Bedford and exemptions are permitted as per Part 5, Subsection 25.

3.6 Architectural Requirements

3.6.1 The main entrances to the building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face Fourth Street. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

3.6.2 The façades facing Fourth Street shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

3.6.3 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).

3.6.4 Any exposed foundation in excess of 0.75 metres in height and one (1) square metre in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

3.6.5 The Development Officer may permit alteration to the exterior cladding materials, shown on Schedule D, provided that doing so does not affect the external appearance of the building

3.6.6 Notwithstanding Section 3.6.5, exterior building materials shall not include vinyl siding but may include any one or more of the following:

- clay masonry;
- non-combustible cladding;

Attachment A: Development Agreement

- concrete split face masonry;
- cut stone masonry;
- random stone masonry; or
- acceptable equivalent in the opinion of the Development Officer.

3.6.7 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.6.8 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Fourth Street or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.6.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.7 Parking, Circulation and Access

3.7.1 Parking requirements shall be in accordance with the Land Use By-law for Bedford.

3.7.2 The surface parking area shall be sited as shown on Schedule B.

3.7.3 The surface parking area shall provide five (5) parking spaces.

3.7.4 The surface parking area shall have a hard-finished surface such as asphalt, concrete interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.

3.7.5 The limits of the parking area shall be defined by landscaping or curb.

3.7.6 The development on the Lands shall include designated bicycle parking as per the requirements of the Land Use By-law for Bedford.

3.8 Outdoor Lighting

3.8.1 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.

3.8.2 The building may be illuminated for visual effect, provided such illumination is directed away from streets, adjacent lots and buildings, and does not flash, move or vary in intensity, such that it creates a hazard to public safety.

3.9 Landscaping

3.9.1 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.

3.9.2 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions

Attachment A: Development Agreement

of the Landscape Plan as shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

- 3.9.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.9.4 Common rooftop amenity space may be used to satisfy the requirement for recreation space in accordance with the RMU Zone of the Land Use By-law for Bedford.
- 3.9.5 Notwithstanding Section 3.9.4, all landscape features identified on Schedule C are required including the pedestrian walkway, benches, and tables.
- 3.9.6 Notwithstanding Section 3.9.3, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 Maintenance

- 3.10.1 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.
- 3.10.2 All disturbed areas shall be reinstated to original condition or better.

3.11 Signs

- 3.11.1 The sign requirements shall be accordance with the Land Use By-law for Bedford as amended from time to time.
- 3.11.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site and shall be in accordance with Section 38(7) of the Land Use By-law for Bedford.

3.12 Temporary Construction Building

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

Attachment A: Development Agreement

3.13 Screening

- 3.13.1 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.
- 3.13.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Fourth Street and residential properties along interior property lines. 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.
- 3.13.3 Any mechanical equipment shall be screened from view from Fourth Street and adjacent properties with a combination of fencing and landscaping or building elements.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Off-Site Disturbance

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

4.3 Undergrounding Services

- 4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to the building shall be underground installation.

4.4 Outstanding Site Work

- 4.4.1 Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

4.5 Solid Waste Facilities

- 4.5.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building

Attachment A: Development Agreement

plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

- 4.5.2 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 effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 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.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.3 Sulphide Bearing Materials

- 5.3.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

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) Changes to the Landscape Plan as illustrated on Schedule C;
 - (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
 - (c) The length of time for the completion of the development as identified in Section 7.4.1 of this Agreement.

Attachment A: Development Agreement

6.2 Substantive Amendments

- 6.2.1 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

- 7.1.1 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 four (4) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.

7.4. Completion of Development and Discharge

- 7.4.1 Upon completion of the development, or if the Developer fails to complete the development within ten (10) years from the date of the registration of this Agreement at the 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;
 - (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.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

Attachment A: Development Agreement

8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. 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

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

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (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; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

Attachment A: Development Agreement

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

Attachment A: Development Agreement

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

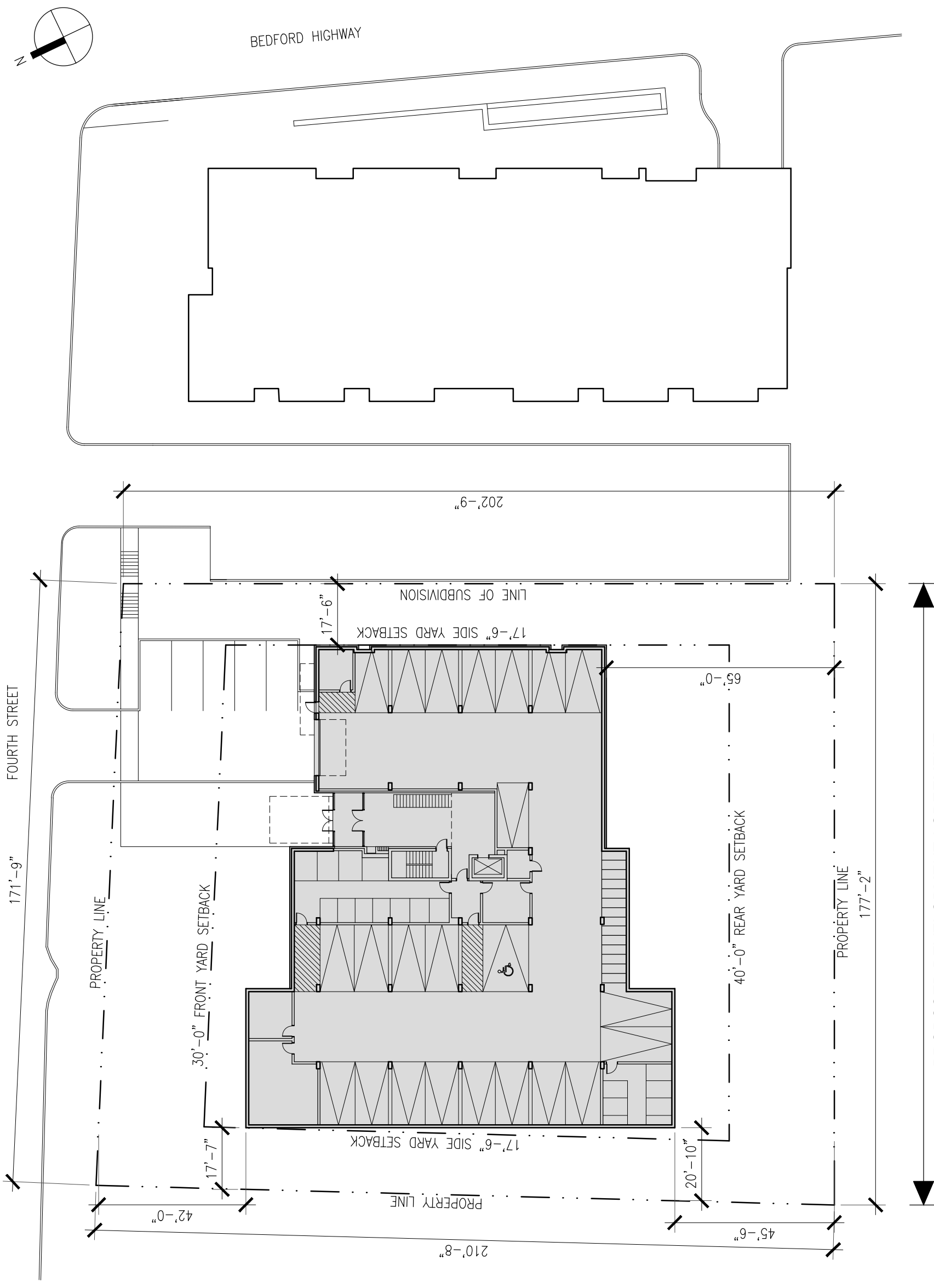
On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia



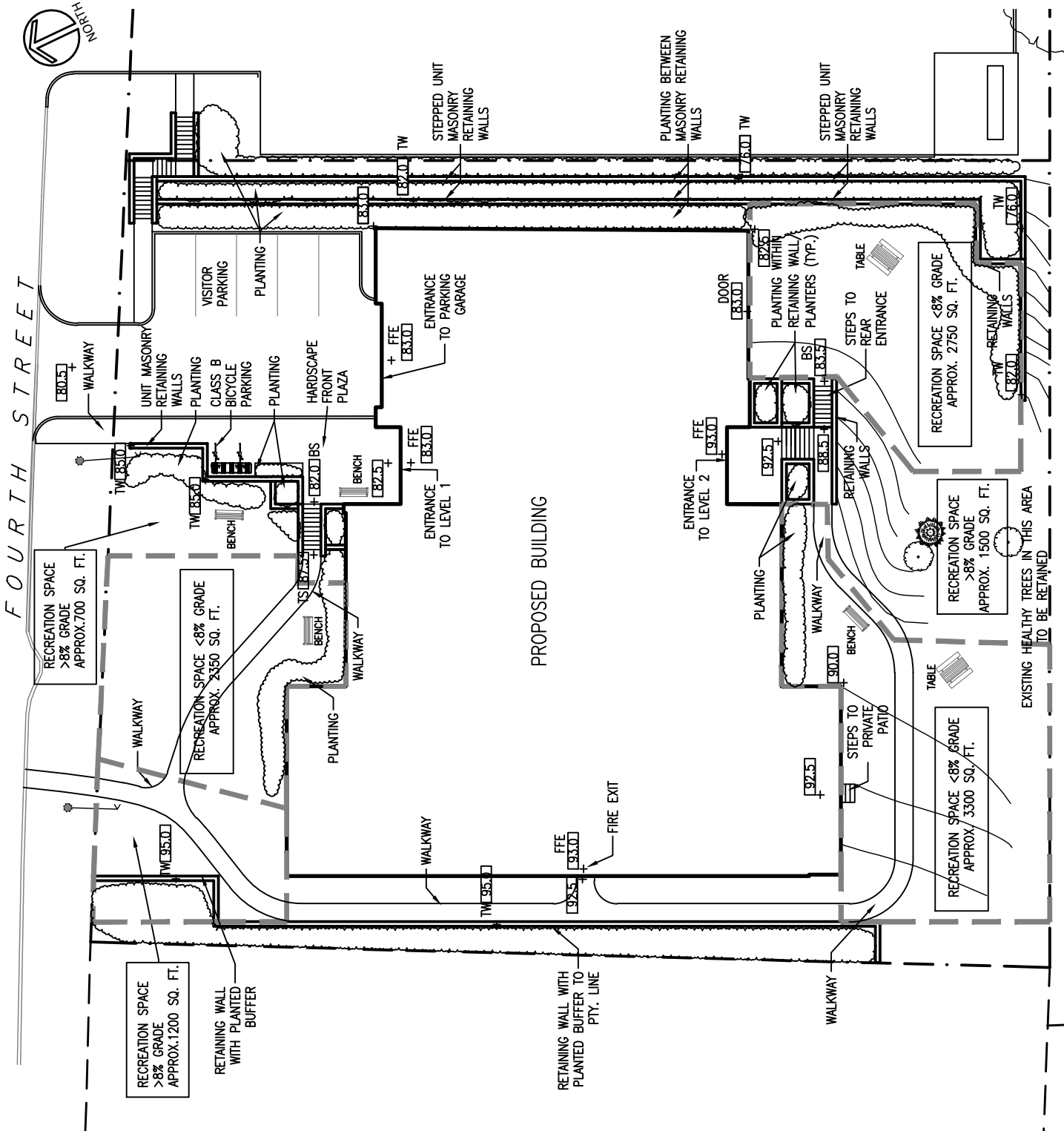
PROPOSED DEVELOPMENT AGREEMENT

Project
 BEDFORD HIGHWAY & FOURTH STREET
 MIXED USE DEVELOPMENT
 BEDFORD, N.S.

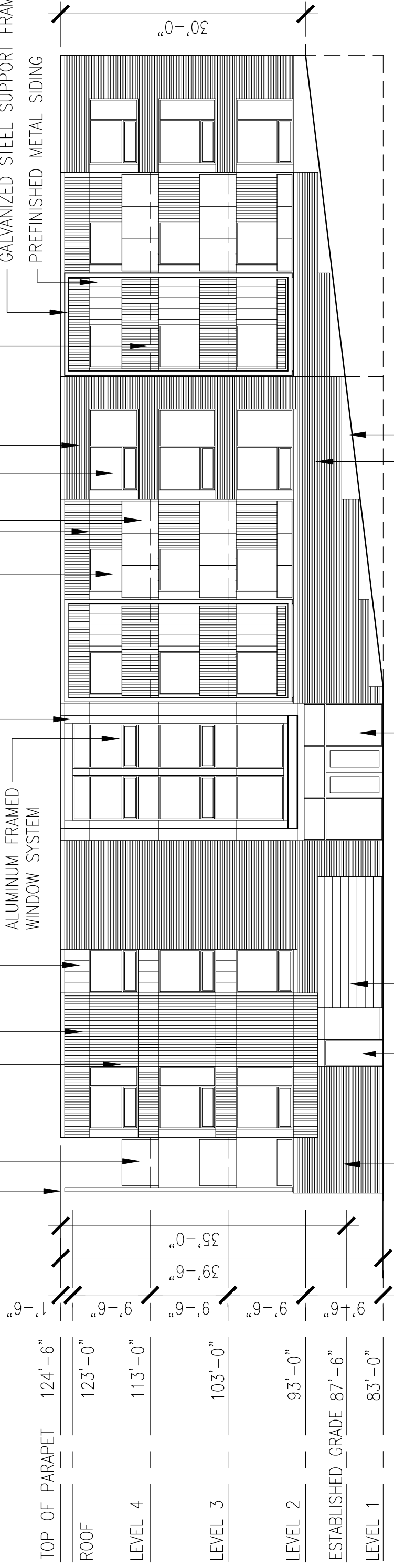
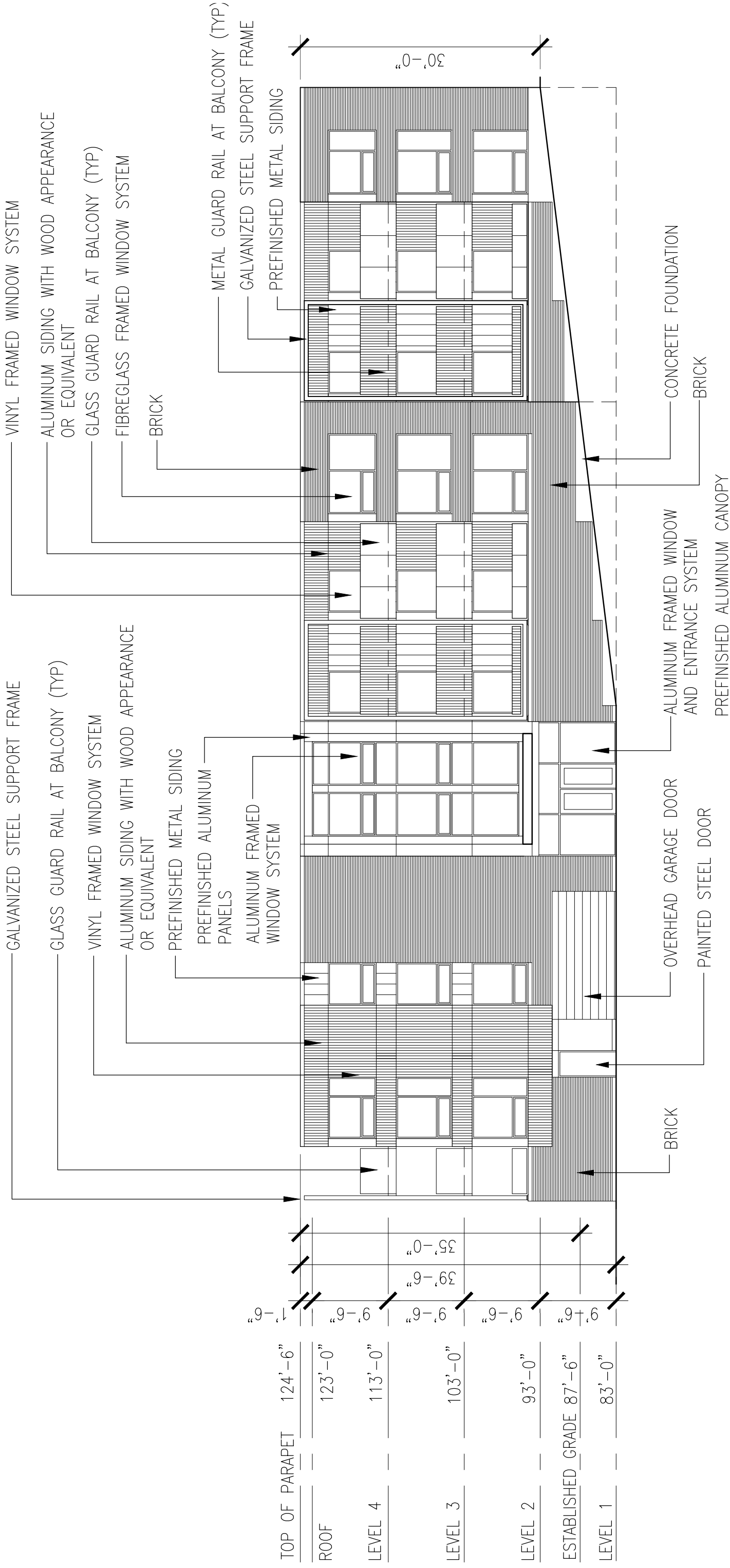
Consultants

Lydon Lynch Architects Limited
 Architects
 1668 Barrington Street, Suite 401
 Halifax, Nova Scotia B3J 2A2
 Tel: (902) 422-1446
 Fax: (902) 422-1449

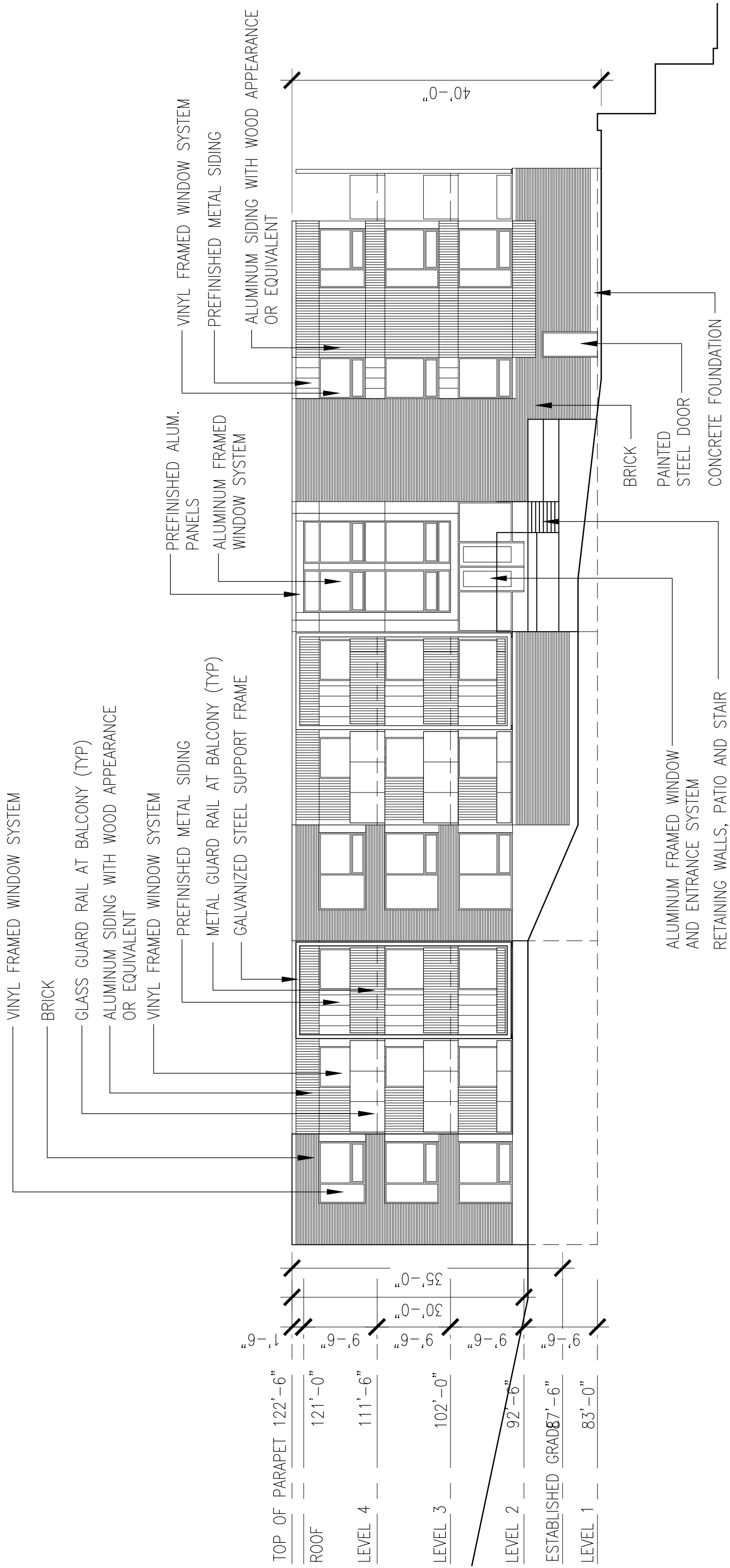
Vollick McKee Petersmann & Associates Limited
 Landscape Architects
 Suite 203 - 3008 Oxford Street,
 Halifax, Nova Scotia B3L 2W5
 Tel: (902) 422-6514

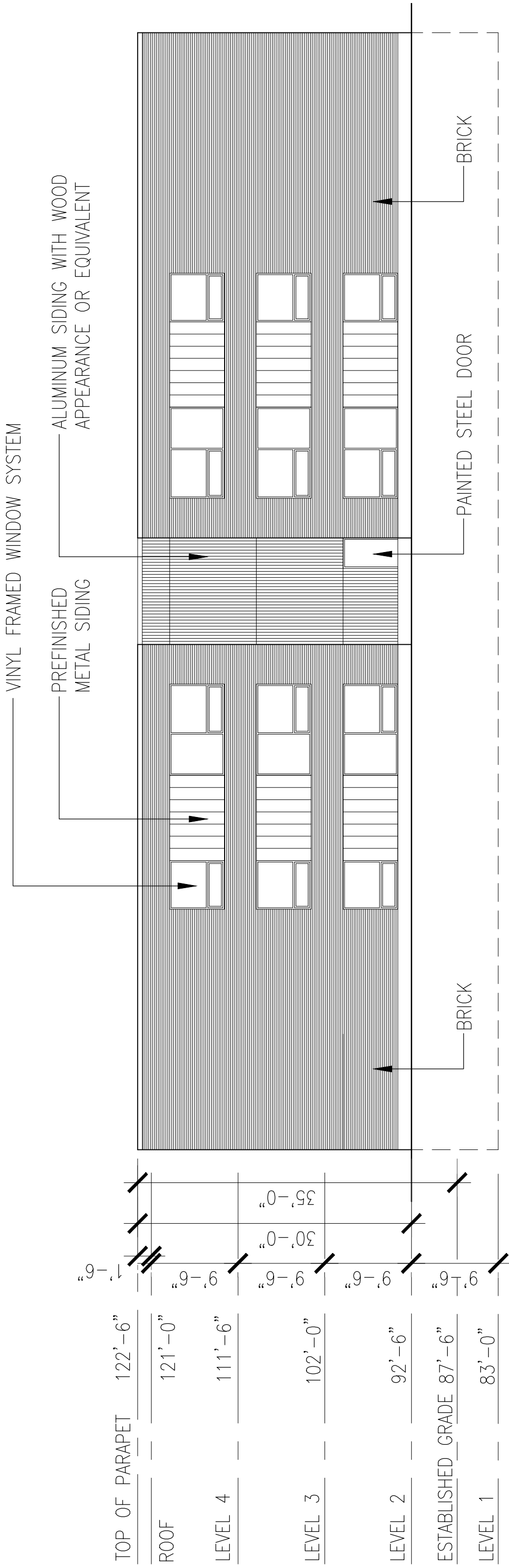


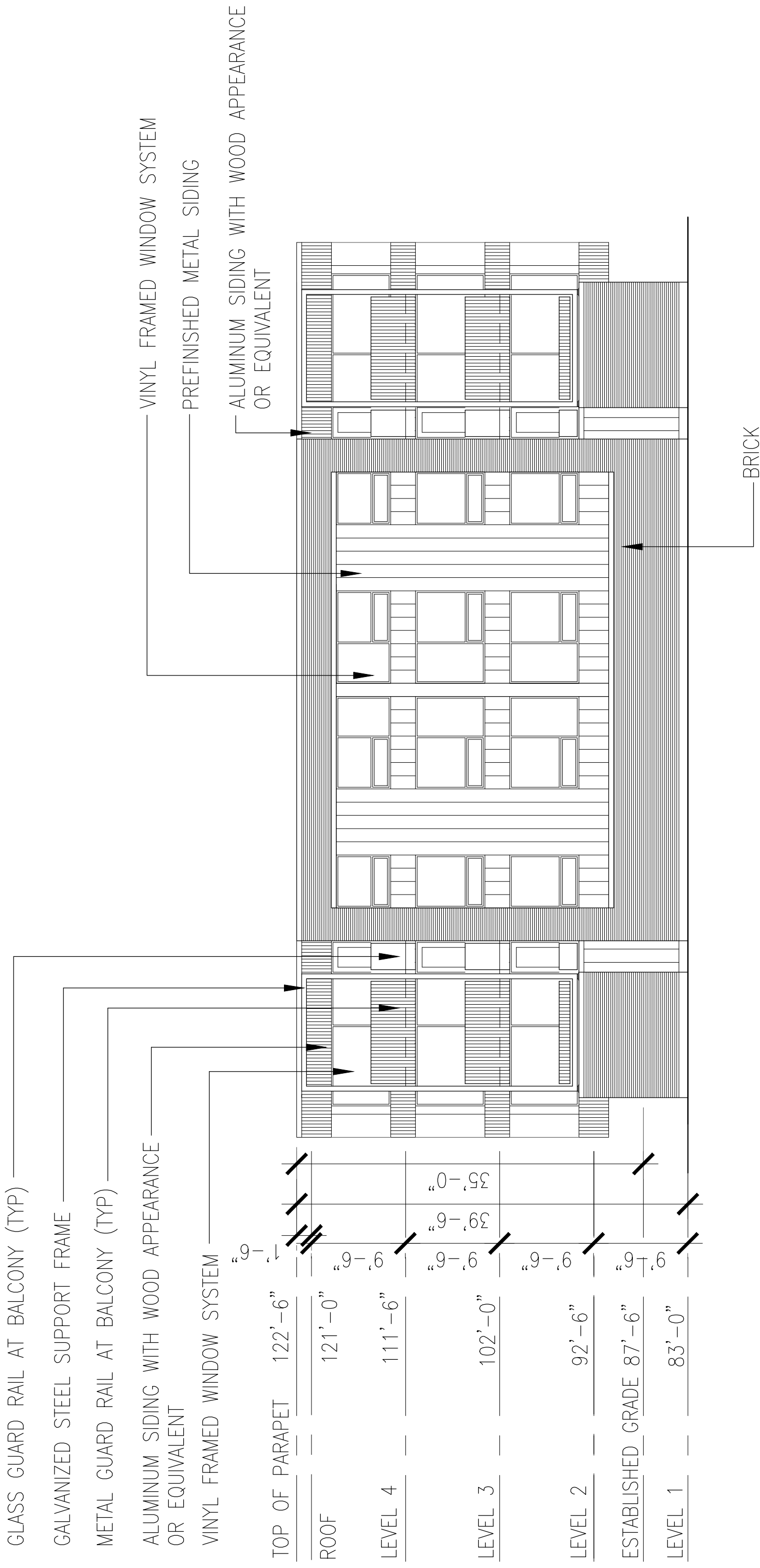
**SCHEDULE C:
 LANDSCAPE PLAN**



TOP OF PARAPET	124'-6"
ROOF	123'-0"
LEVEL 4	113'-0"
LEVEL 3	103'-0"
LEVEL 2	93'-0"
ESTABLISHED GRADE	87'-6"
LEVEL 1	83'-0"







Attachment B
Review of Relevant Municipal Planning Strategy Policies

Bedford Municipal Planning Strategy Mainstreet Commercial	
Policy C-21(a) <i>Within the Commercial Designation, new multiple unit dwellings and renovations and expansions to existing multiple unit dwellings shall only be considered by a development agreement in accordance to the provisions of the Municipal Government Act. In considering any such agreement, Council shall have regard to the following:</i>	
Policy	Comment
<i>(a) that the property is zoned Mainstreet Commercial (CMC)</i>	The property is zoned CMC.
<i>(b) that the property does not have frontage along the Bedford Highway</i>	The lot does not have frontage on the Bedford Highway.
<i>(c) that all provisions of the Residential Multiple Dwelling Unit (RMU) Zone, and relevant General Provisions of the Land Use By-law are met as minimum requirements. These provisions shall include but not limited to setbacks, lot coverage, height, parking spaces, landscaping within parking lots, general landscaping, architectural design, signs, amenity spaces, and density;</i>	The proposed development meets the provisions of the Land Use By-law and the RMU Zone.
<i>(d) that the appearance of the building is compatible with adjacent lands uses and buildings;</i>	The area consists of multiple unit dwellings and lower density housing forms. Because the building is required to meet the provisions of the RMU zone, the proposed building is similar in scale to surrounding multiple unit dwellings. The applicant has proposed high quality materials that add visual interest to the area.
<i>(e) that site design features, including landscaping, amenity areas, parking areas and driveways are designed to address potential impacts on adjacent development and to provide for the needs of residents within the development;</i>	The proposal provides landscaping and pedestrian scale features throughout the site. Although the surface parking lot is not ideally located within the front of the building, it has minimal impact on adjacent properties.
<i>(f) that outdoor pedestrian facilities such as but not limited to seating, lighting, gardens, art and water features, be provided;</i>	A pedestrian walkway, recreation space, and seating have been provided throughout the site.
<i>(g) that the impact of traffic circulation on residential streets, in particular sighting distances and entrances and exits to the site be considered and adequately addressed;</i>	Traffic and Development Engineering have reviewed and approved the proposal.
<i>(h) that existing significant vegetation stands are retained, where possible; and</i>	The development will maintain existing trees where possible.
<i>(i) that the provisions of policy Z-3 be met.</i>	See below

Attachment B
Review of Relevant Municipal Planning Strategy Policies

Bedford Municipal Planning Strategy Implementation Policy	
Policy Z-3 <i>It shall be the policy of Town Council when considering zoning amendments and development agreements (excluding the WFCDD area) with the advice of the Planning Department, to have regard for all other relevant criteria as set out in various policies of this plan as well as the following matters:</i>	
Policy	Comment
<i>1. That the proposal is in conformance with the intent of this Plan and with the requirements of all other Town By-laws and regulations, and where applicable, Policy R-16 is specifically met;</i>	The proposal meets the intent of the Bedford MPS. Policy R-16 applies to RCDD only.
<i>2. That the proposal is compatible with adjacent uses and the existing development form in the neighbourhood in terms of the use, bulk, and scale of the proposal;</i>	See policy C-21(a)(d).
<i>3. That provisions are made for buffers and/or separations to reduce the impact of the proposed development where incompatibilities with adjacent uses are anticipated;</i>	Proposal meets the RMU zone requirements which calls for front, side and rear yard setbacks, maximum lot coverage and maximum heights. These regulations will address impacts on adjacent properties.
<i>4. That provisions are made for safe access to the project with minimal impact on the adjacent street network;</i>	Traffic and Development Engineering have reviewed and approved the proposal.
<i>5. That a written analysis of the proposal is provided by staff which addresses whether the proposal is premature or inappropriate by reason of:</i> <i>i) the financial capability of the Town to absorb any capital or operating costs relating to the development;</i> <i>ii) the adequacy of sewer services within the proposed development and the surrounding area, or if services are not provided, the adequacy of physical site conditions for private on-site sewer and water systems;</i> <i>iii) the adequacy of water services for domestic services and fire flows at Insurers Advisory Organization (I.A.O.) levels; the impact on water services of development on adjacent lands is to be considered;</i> <i>iv) precipitating or contributing to a pollution problem in the area relating to emissions to the air or discharge to the ground or water bodies of chemical pollutants;</i> <i>v) the adequacy of the storm water system with regard to erosion and sedimentation on adjacent and downstream areas (including parklands) and on watercourses;</i> <i>vi) the adequacy of school facilities within the Town of Bedford including, but not limited to, classrooms, gymnasiums, libraries, music rooms, etc.;</i>	<ul style="list-style-type: none"> i) No capital costs are anticipated ii) Halifax Water has not identified any issues with the proposal iii) See above iv) Residential use is proposed; no pollutants expected. v) Halifax water has reviewed and found acceptable. See Halifax Water comment 1 for further details vi) Proposal circulated to Halifax Regional School Board. No concerns raised vii) Amenity space provided; see Policy C-21(a)(f) for comment viii) Development Engineering and Traffic Services has reviewed the proposal and no issues have been identified ix) There are no impacts on public access to watercourses x) See comment C-21(a)(h) xi) The development is within the existing urban environment. xii) The development is not with an ESA xiii) See comment C-21(a)(e)

Attachment B
Review of Relevant Municipal Planning Strategy Policies

<p><i>vii) the adequacy of recreational land and/ or facilities;</i> <i>viii) the adequacy of street networks in, adjacent to, or leading toward the development regarding congestion and traffic hazards and the adequacy of existing and proposed access routes;</i> <i>ix) impact on public access to rivers, lakes, and Bedford Bay shorelines;</i> <i>x) the presence of significant natural features or historical buildings and sites;</i> <i>xi) creating a scattered development pattern which requires extensions to trunk facilities and public services beyond the Primary Development Boundary;</i> <i>xii) impact on environmentally sensitive areas identified on the Environmentally Sensitive Areas Map; and,</i> <i>xiii) suitability of the proposed development's siting plan with regard to the physical characteristics of the site.</i></p>	
<p><i>6. Where this plan provides for development agreements to ensure compatibility or reduce potential conflicts with adjacent land uses, such agreements may relate to, but are not limited to, the following:</i></p> <p><i>i) type of use, density, and phasing;</i> <i>ii) traffic generation, access to and egress from the site, and parking;</i> <i>iii) open storage and landscaping;</i> <i>iv) provisions for pedestrian movement and safety;</i> <i>v) provision and development of open space, parks, and walkways;</i> <i>vi) drainage, both natural and subsurface;</i> <i>vii) the compatibility of the structure(s) in terms of external design and external appearance with adjacent uses; and,</i> <i>viii) the implementation of measures during construction to minimize and mitigate adverse impacts on watercourses.</i></p>	<p>DA references these items where applicable.</p>
<p><i>7. Any other matter enabled by Sections 73 and 74 of the Planning Act.</i></p>	<p>Yes</p>
<p><i>8. In addition to the foregoing, all zoning amendments and development agreements shall be prepared in sufficient details to:</i></p> <p><i>i) provide Council with a clear indication of the nature of the proposed development; and</i> <i>ii) permit staff to assess and determine the impact such development would have on the proposed site and the surrounding community.</i></p>	<p>Yes</p>
<p><i>9. To assist in the evaluation of applications to enter into development agreements, Council shall encourage proponents to provide the following information:</i></p>	<p>Yes</p>

Attachment B
Review of Relevant Municipal Planning Strategy Policies

<p>a) a plan to a scale of 1":100' or 1":40' showing such items as:</p> <ul style="list-style-type: none"> i) an overall concept plan showing the location of all proposed land uses; ii) each residential area indicating the number of dwelling units of each type and an indication of the number of bedrooms; iii) description, area, and location of all proposed commercial, cultural, mixed use projects proposed; iv) location, area, shape, landscaping and surface treatment of all public and private open spaces and/or park areas; v) plan(s) showing all proposed streets, walkways, sidewalks, bus bays and bike routes; vi) a description of any protected viewplanes; and, vii) an indication of how the phasing and scheduling is to proceed. <p>b) For individual phases of a development more detailed concept plans are to be provided indicating such items as maximum building heights, location and configuration of parking lots, landscaping plans, and any additional information required to be able to assess the proposal in terms of the provisions of the Municipal Planning Strategy.</p> <p>c) Plans to the scale of 1":100' showing schematics of the proposed sanitary and storm sewer systems and, water distribution system.</p>	
<p>10. Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the Infrastructure Charges Policies of this MPS.</p>	<p>The holding zone does not apply to this property.</p>

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 21099

The following does not represent a verbatim record of the proceedings of this meeting.

Thursday, April 12, 2018

7:00 p.m.

Basinview Drive Community School (Cafeteria) - 273 Basinview Dr, Bedford, NS

STAFF IN

ATTENDANCE: Melissa Eavis, Planner, HRM Planning
Holly Kent, Planning Technician, HRM Planning
Tara Couvrette, Planning Controller, HRM Planning

ALSO IN

ATTENDANCE: Councillor, Tim Outhit, District 16
Eugene Pieczonka, Lydon Lynch Architects

PUBLIC IN

ATTENDANCE: Approximately: 15

The meeting commenced at approximately 7:00 p.m.

Call to order, purpose of meeting – Melissa Eavis

Ms. Eavis introduced herself as the Planner and Facilitator for the application. They also introduced; Councillor Tim Outhit, Tara Couvrette – Planning Controller, Holly Kent - Planning Technician, and the Applicant, Eugene Pieczonka, Lydon Lynch Architects.

Case 21099 - Application by Lydon Lynch Architects requesting approval for a development agreement to allow for a four (4) storey multiple unit building with 18 units.

Ms. Eavis explained; the purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

1a) Presentation of Proposal – Ms. Eavis

Ms. Eavis provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the applicants request. Ms. Eavis outlined the context of the subject lands and the relevant planning policies.

1b) Presentation by Eugene Pieczonka, Lydon Lynch Architects – Applicant

Mr. Pieczonka explained what they were looking to do on the site. Mr. Pieczonka provided multiple slides showing what they were requesting.

2. Questions and Comments

Dmitry Trukhachev, High Street, wanted to know what the current zone is and what the height limits were for the second building. Ms. Eavis explained the zoning and explained the existing building allows 2 storeys above the Bedford Highway. **Mr. Trukhachev** stated the apartment building will be 4 storey which means rezoning will be required. **Ms. Eavis** explained because it is going by development agreement will allow up to 35 feet in height. They offered more clarification on the meaning of 2 storeys above the Bedford highway. **Mr. Trukhachev** referred the Municipal Strategy for Bedford, Policy HC-5 page 9 of the document. Mr. Trukhachev would also like to know how many trees behind the United Church will be cut, as there are some very mature trees back there. Is there a way to preserve as many as possible? **Ms. Eavis** spoke to policy and said this is being considered under Policy C21. Ms. Eavis stated that same policy has in it provisions for vegetation and spoke to that point.

Brad Walker – Bedford, wanted to know what is the sewer capacity for the building. Mr. Walker stated they were under the understanding that there was a moratorium along the Bedford highway. **Ms. Eavis** explained that they will have to demonstrate that capacity exists before they can get the building permit. **Councilor Outhit** explained the sewer situation and the moratorium.

Paula Williams – Bedford, wanted to know who the developer was and wanted to know what the buffer area around the development was. **Mr. Pieczonka** provided the property owner/developers name; Karim Barghovti. Mr. Pieczonka explained the setbacks/landscaping and that the landscape architect for this project is the same landscaper as the church has and is a member of the congregation.

Margaret Galbraith – Bedford, wanted to know if these were going to be rental units or condos. The answer that was given was rental units.

Ann MacVicar – Bedford, has concern with the rock on the site and how you will make sure it doesn't damage surrounding homes and the church. Concerns about blasting. **Mr. Pieczonka** explained they do not intend to do any blasting they feel it can be accomplished by breaking rock/excavating. **Ms. Eavis** stated that if blasting occurs there is a blasting bylaw that needs to be adhered to.

Dmitry Trukhachev, High Street, would like to know the timeframe for this process. **Melissa Eavis** explained the process and timeframes. **Mr. Pieczonka** explained both phases will be completed at once for less disruption to the community and feels it can be completed within 1 year.

3. Closing Comments

Ms. Eavis thanked everyone for coming and expressing their comments.

4. Adjournment

The meeting adjourned at approximately 7:45 p.m.