



P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

## Item No. 12.1

Halifax Regional Council  
August 22, 2023  
September 26, 2023

**TO:** Chair and Members of Halifax Regional Council

Original Signed

**SUBMITTED BY:**

\_\_\_\_\_  
Cathie O'Toole, Chief Administrative Officer

**DATE:** July 13, 2023

**SUBJECT:** **Cases 21946-A and 21946-B: Amendments to the Bedford Municipal Planning Strategy and associated development agreements for lands at the intersections of Southgate Drive and Bedford Highway and Glenmont Avenue and Bedford Highway, Bedford**

---

### ORIGIN

- Application by WSP Canada Inc. on behalf of the property owners.
- March 10, 2020, [Regional Council initiation](#) of the Municipal Planning Strategy amendment process.

### LEGISLATIVE AUTHORITY

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

### RECOMMENDATION

**It is recommended that Regional Council:**

1. Give First Reading to consider the proposed amendments to the Municipal Planning Strategy (MPS) for Bedford, as set out in Attachment A of this report, to enable one multi-unit dwelling, five single unit dwellings, and one commercial building on lands at the intersection of Southgate Drive and Bedford Highway and Glenmont Avenue and Bedford Highway and schedule a public hearing; and
2. Adopt the proposed amendments to the Municipal Planning Strategy for Bedford, as set out in Attachment A of this report.

**It is further recommended that North West Community Council:**

**Recommendation continued on page 2**

3. Give Notice of Motion to consider the proposed development agreement, as set out in Attachment B of this report, to permit a six-storey multi-unit dwelling at the northwest corner of Southgate Drive and Bedford Highway, Bedford. The public hearing for the development agreements shall be held concurrently with that indicated in Recommendation 1;
4. Give Notice of Motion to consider the proposed development agreement, as set out in Attachment C of this report, to permit one 16,000 square foot commercial building and five single unit dwellings on the west side of the Bedford Highway between Southgate Drive and Glenmont Avenue. The public hearing for the development agreements shall be held concurrently with that indicated in Recommendation 1;
5. Provisionally approve the proposed development agreement for a six-storey multi-unit dwelling, which shall be substantially of the same form as contained in Attachment B of this report;
6. Require the development agreement contained in Attachment B of this report 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;
7. Provisionally approve the proposed development agreement for one 16,000 square foot commercial building and five single unit dwellings, which shall be substantially of the same form as contained in Attachment C of this report; and
8. Require the development agreement contained in Attachment C of this report 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.

## **EXECUTIVE SUMMARY**

This report describes the MPS amendment and development agreement planning application process and sets out the related recommendation for lands at the intersections of Southgate Drive and Bedford Highway and Glenmont Avenue and Bedford Highway, Bedford. WSP Canada Inc., on behalf of the property owners, have proposed a six-storey multi-unit dwelling on PID 41119496 (known as block BH-1 – see Maps 1 and 2), and a one-storey, 16,000 sq. ft. commercial building, and five single unit dwellings (one dwelling already existing) on PIDs 00360560, 00430025, 00430017, 00429977, and 00430058 (known as block BH-2 – see Maps 1 and 2).

Proposed policy amendments include (a) new policy to permit a multi-unit dwelling on BH-1 by reallocating existing density from BH-2, (b) changes to policy to permit the commercial building and five single unit dwellings on BH-2, (c) an amendment to ensure sewage calculations and densities for residential developments enabled for the development on block BH-1 shall not be used in calculations for other parts of Bedford South, and (d) an amendment to allow consideration of vehicular access to and from Southgate Drive over a watercourse on BH-2. A new development agreement is proposed for each block to further regulate land use, building massing, site design, and traffic circulation.

Community engagement was undertaken in January 2021, and feedback included concerns with lack of parking, impact on existing residents' views and unsightliness of garbage, the type of commercial uses that would be allowed, and increased traffic and density. Staff feel that since engagement has taken place, revisions to the proposal have sufficiently addressed these concerns. Staff recommends that Council approve the proposed amendments to the Bedford MPS and provisionally approve both proposed development agreements for the lands.

## **BACKGROUND**

WSP Canada Inc., on behalf of the property owners, is applying to discharge a development agreement from PID 41119496 (known as block BH-1) and enter into a new development agreement to permit a six-storey multi-unit dwelling. They are also requesting to discharge the existing development agreement from PIDs 00360560, 00430025, 00430017, 00429977, and 00430058 (known as block BH-2) and enter into a new development agreement to permit a one-storey, 16,000 sq. ft. commercial building and five single unit dwellings (one dwelling already exists).

The proposal for the six-storey apartment building on block BH-1 cannot be considered under the existing policies of the Bedford South Secondary Municipal Planning Strategy (BSSMPS) of the Bedford Municipal Planning Strategy (MPS) given the specific references to commercial space, residential density, and overall intensity of the neighbourhood. In order to enable the requested density for block BH-1, the applicant is requesting to transfer some of the density from block BH-2. Therefore, the applicant is seeking amendments to the BSSMPS to enable their proposal for both blocks BH-1 and BH-2. There is no additional density being requested, rather a reallocation of the existing densities.

<b>Subject Site</b>	Block BH-1: 33 Southgate Drive, Bedford (PID 41119496) Block BH-2: PIDs 00360560, 00430025, 00430017, 00429977, and 5 Glenmont Avenue, Bedford (PID 00430058)
<b>Location</b>	West side of Bedford Highway on the north side of the intersection of Southgate Drive and on the south side of Southgate Drive extending to Glenmont Avenue
<b>Regional Plan Designation</b>	US (Urban Settlement)
<b>Community Plan Designation (Map 1)</b>	BSSPS (Bedford South Secondary Planning Strategy) of the Bedford Municipal Planning Strategy
<b>Zoning (Map 2)</b>	BSCDD (Bedford South Comprehensive Development District) of the Bedford Land Use By-law
<b>Size of Site</b>	Block BH-1: 0.57 ha (1.409 acres) Block BH-2: 0.98 ha (2.416 acres)
<b>Street Frontage</b>	Block BH-1: 50 m (165.9 ft.) on Bedford Highway and 127 m (417.5 ft.) on Southgate Drive Block BH-2: 48 m (158.4 ft.) on Southgate Drive, 125 m (409.1 ft.) + 119 m (390.7 ft.) on Bedford Highway
<b>Current Land Use(s)</b>	Block BH-1: vacant Block BH-2: vacant except for one single unit dwelling
<b>Surrounding Use(s)</b>	Residential development (single unit dwellings, townhouses, and multi-unit dwellings) to the north, west, and south. To the east, on the other side of the Bedford Highway, there's a mixed-use building with commercial (retail, restaurants, offices, etc.) and residential, as well as CN railways.

### **History**

The subject lands are within the BSSMPS of the Bedford MPS. The BSSMPS establishes a maximum residential density to ensure municipal servicing remains adequate for the community's needs. Policy MS-2 calculated residential density based on an assumed occupancy of 3.35 persons per single unit, two-unit, or townhouse dwelling and 2.25 persons per unit in a multi-unit dwelling. Policy RN-2 limits the density of the housing units to a maximum of six units per acre within Neighbourhoods A and C. The subject lands are located in Neighbourhood A (see Map 3).

Both blocks BH-1 and BH-2 are subject to existing development agreements. Block BH-1 is subject to a development agreement that encompasses all of Neighbourhoods A and C. Part of block BH-2 was previously subject to the same development agreement for Neighbourhoods A and C, but in 2008 Council approved MPS and LUB amendments that enabled a separate development agreement for that site plus

five additional lots on the Bedford Highway between Southgate Drive and Glenmont Avenue. Details about the existing development agreements follow.

#### 2002 Development Agreement (Case 00492) – Neighbourhoods A and C

In December 2002, Regional Council approved a development agreement for a phased development between the Bedford Highway and Highway 102 for Neighbourhoods A and C of Bedford South (Case 00492 – Map 3). Neighbourhood A included block BH-1 and part of block BH-2 (PID 00360560). The development agreement allowed a mixed residential and commercial neighbourhood with a maximum 335 residential dwelling units (a combination of single, semi-detached, and townhouse style units), 134 multi-unit dwelling units, two commercial developments, and open space and recreation uses. The commercial developments were to be located at the northwest corner of the intersection of Southgate Drive and Bedford Highway, which is block BH-1, and between Southgate Drive and Glenmont Avenue on the Bedford Highway on PID 00360560, which is part of block BH-2. The development agreement limited the density of the commercial areas to 30 persons per acre. Neither of those commercial developments were built, however the residential, open space, and recreational uses were developed. The existing agreement must be discharged upon approval and prior to registration of this proposed agreement. Part VIII, Section 244 of the *Halifax Regional Municipality Charter* empowers the Chief Administrative Officer (CAO) to discharge a development agreement. This request will be forwarded to the CAO under a separate report.

#### 2008 SMPS Amendments and Development Agreement (Case 00762) – Block BH-2

In March 2008, Regional Council approved amendments to the BSSPS and Bedford Land Use By-law (LUB) to enable a new development agreement for PID 00360560 and five additional lots along Bedford Highway: PIDs 00430025, 00430017, 00429977, 00430033 (now retired), and 00430058 ([Case 00762](#)). At the same time, the portion of block BH-2 (which was just PID 00360560) was discharged from the 2002 development agreement for Neighbourhoods A and C.

The amendments to the BSSMPS and LUB added the five additional lots to Neighbourhood A and enabled these five lots and the portion of block BH-2 (PID 00360560) to be developed as a mix of low density residential, medium density residential, and commercial uses. The policy exempted the lands – now collectively known as block BH-2 – from the residential density cap established for the rest of Neighbourhood A. It also limited the number of residential units to 57 and the commercial space to 16,000 square feet.

More specifically, the 2008 development agreement permitted a four-storey, 44-unit multi-unit dwelling; 12 townhouses; a single unit dwelling; and a 16,000 square foot commercial building. The agreement has since been amended twice, but no construction has occurred. In 2013, the agreement was amended to allow for additional time to commence construction, and in 2014, the agreement was amended to reconfigure the townhouse development. The existing agreement must be discharged upon approval and prior to registration of this proposed agreement. Part VIII, Section 244 of the *Halifax Regional Municipality Charter* empowers the Chief Administrative Officer (CAO) to discharge a development agreement. This request will be forwarded to the CAO under a separate report.

#### **Proposal Details**

The applicant proposes to construct a multi-unit dwelling on block BH-1. The major aspects of the proposal for block BH-1 are as follows:

- A six-storey building with one level of underground parking;
- A maximum of 73 dwelling units, of which a maximum of two may be located on the sixth floor;
- A minimum of 1,400 sq. m of outdoor amenities space, of which a minimum of 78 sq. m shall be a communal rooftop terrace;
- A minimum of 125 sq. m of indoor amenity space that is fully accessible to all building residents;
- Bicycle parking in accordance with the land use by-law; and
- A minimum of 1 parking space per unit, plus a minimum of three visitor parking spaces.

The applicant proposes to construct one commercial building and four single unit dwellings, in addition to the existing single unit dwelling, on block BH-2. The major aspects of the proposal for block BH-2 are as follows:

- A one-storey commercial building that has a maximum floor area of 1,486.45 sq. m;
- One existing single unit dwelling and four new single unit dwellings on their own lots;
- Access to the single unit dwellings via a shared driveway from Glenmont Avenue;
- Opaque fence to buffer the commercial development from the abutting single unit dwellings;
- Minimum 15.24-metre-wide non-disturbance area on either side of the watercourse buffer on PID 00360560;
- Bicycle parking in accordance with the land use by-law for the commercial building; and
- A minimum of 3.5 parking spaces for every 1,000 square feet of commercial space.

### **MPS and LUB Context**

The subject site is designated Bedford South Secondary Planning Strategy (BSSPS). Any development of lands within the BSSPS area is subject to the prior approval of a development agreement. The lands are zoned Bedford South Comprehensive Development District (BSCDD) which only permits development in accordance with a development agreement approved pursuant to the policies of the BSSPS.

Policy RN-1 enabled the existing development agreement for Neighbourhoods A and C, and later the agreement for block BH-2. This policy also enables subsequent development agreements for the Neighbourhood A lands subject to meeting the approved concept plan for the residential neighbourhood. Policy RN-2 provides a list of matters to be considered for development agreements in Neighbourhood A. Policy RN-3 provides a general description of the allocation of land uses in Neighbourhood A and enables apartment building development on lands abutting Southgate Drive in the vicinity of Old Coach Road and the Bedford Highway but limits their height to five storeys above grade. This policy also enables commercial uses on lots with frontage on the Bedford Highway.

The existing development agreement for the Neighbourhood A permitted block BH-1 and the portion of block BH-2 to be developed as community commercial with a density of 30 persons per acre. Policy RN-3A was introduced in 2003 to enable the modified development of block BH-2 and it notwithstanding policies RN-2 and RN-3. For this application, Policy RN-3A needs to be modified to address a density transfer between blocks BH-1 and BH-2. As well, a new policy, Policy RN-3AA, is proposed to enable the development on block BH-1. Further, policies RN-3B and EP-4 need to be amended to ensure the sewage calculations and densities for residential developments permitted under Policy RN-3AA are not used in calculations for other parts of Bedford South, and to allow provisions for the proposed commercial building under Policy RN-3A to have vehicular access to and from Southgate Drive over an existing watercourse in the future.

### **Approval Process**

The approval process for this application has two components. One, the consideration of the proposed amendments to the MPS (Attachment A) and two, the consideration of the proposed development agreements (Attachments B and C). Given the recent *HRM Charter* changes enacted through Bill 137, North West Community Council now has the authority to provisionally approve a development agreement after Regional Council makes a decision on the MPS amendment. A decision on the proposed MPS amendment is not appealable to the Nova Scotia Utility and Review Board (the Board). However, the decision on the proposed development agreement is appealable to the Board.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy, the HRM Charter, and the Public Participation Program approved by Council on February 25, 1997. 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 hosted by the North West Planning Advisory Committee on January 20, 2021. Attachment D contains a copy of a summary from the meeting. The public comments received include the following topics:

- Not enough parking and visitor parking for block BH-1;
- Impact on existing residents' views and unsightliness of garbage;
- Concerns about the type of commercial uses that would be allowed and the smell, noise, and traffic they might create; and
- Increased traffic and density.

A public hearing must be held by Regional Council before they can consider approval of the proposed MPS amendments and before North West Community Council can consider approval of the two development agreements. Should Council decide to proceed with a public hearing on this application, in addition to advertising on the Municipality's website at least seven days in advance, property owners and residents within the notification area shown on Map 2 will be notified of the hearing by regular mail.

## **DISCUSSION**

The MPS is a strategic policy document that sets out the goals, objectives and direction for long term growth and development in Municipality. Amendments to an MPS are significant undertakings and Council is under no obligation to consider such requests. In this case, staff advise that the request is reasonably consistent with the Regional Planning policies and good planning principles. Staff have reviewed the applicant's proposal and rationale, and have considered the existing neighbourhood context, current zoning regulations, and Regional Plan and Priorities Plan policies. Overall density on the lands will not increase and transferring a significant amount of density from block BH-2 to block BH-1 allows for a commercial building and single unit dwellings that are architecturally more consistent with the existing neighbourhood, situated close to the Bedford Highway to create a pedestrian-scaled development, and lessens overall impacts on views of the Bedford Basin for existing condominiums behind the proposed development.

The following details the review of the rationale and content of the proposed MPS amendments, as well as the associated development agreement.

### **Proposed MPS Amendments**

Staff considered the existing MPS policy context and a number of policy approaches when drafting the proposed MPS amendments. Attachment A contains the proposed MPS amendments, and a summary of the proposed amendments are as follows:

- An amendment to policy to permit a density transfer from block BH-2 to block BH-1 and change the enabled residential uses on block BH-2 from townhouses to commercial and single family dwellings;
- Addition of a new policy to enable the development of a multiple unit dwelling on block BH-1;
- An amendment to policy to ensure sewage calculations and densities for residential developments enabled for the development on block BH-1 shall not be used in calculations for other parts of Bedford South; and
- An amendment to policy to allow the Municipality to consider granting the commercial building proposed on block BH-2 vehicular access to and from Southgate Drive over a watercourse.

Of the matters addressed by the proposed MPS amendments, the following has been identified for detailed discussion.

### **Block BH-1 New Land Use**

Under the existing development agreement for block BH-1, the block was to be developed as community commercial but was never built. Given the Municipality's current lack in housing supply, staff feel it is appropriate to amend the MPS to create new policy that would change the land use to residential. The

proposed policy limits the building to 6 storeys in height and 73 residential units. It also includes controls for site planning, architecture, streetscape elements, neighbourhood compatibility, parking, and traffic circulation.

#### Block BH-2 Vehicular Access

The proposed commercial development on block BH-2 is proposed to have right-in, right-out vehicular access on Bedford Highway. Full access could not be approved due to the development's proximity to the planned Mill Cove access, which is anticipated to generate some queuing from the signalized intersection at Southgate Drive and Bedford Highway. Queues would have the potential to block the proposed development driveway, making left turns in and out of the site challenging and creating safety concerns with blocked visibility. Allowing vehicles to turn left into the site in close proximity to traffic signals poses a safety concern, as vehicles will be accelerating away from the signalized intersection and may not be expecting to stop again so soon.

Primary access to and from Southgate Drive would be preferred by the Municipality, but due to a watercourse on the land's Southgate frontage, additional environmental and stormwater management considerations would be required for that access to be considered. In order not to prevent the current application from moving forward, the right-in, right-out access on Bedford Highway is being proposed at this time.

To have an additional vehicular access considered to and from Southgate Drive, the property owner would be required to submit a revised site plan for BH-2 when applying for a permit and the access would be reviewed by the Development Engineer under all applicable Municipal and Provincial regulations. Site-specific amendments have been proposed to Bedford MPS Policy EP-4 and clause 3.9.7 has been added to the BH-2 DA to ensure there is a clear guidance for staff to reference if the property owner returns for Southgate Drive access.

#### **Proposed Development Agreement**

Attachments B and C contain the proposed development agreements for the subject site and the conditions under which the development may occur. The proposed development agreements address the following matters:

- Block BH-1
  - The permitted use: a six-storey apartment building with a maximum of 73 dwelling units and one level of underground parking;
  - Required indoor and outdoor amenity space;
  - Controls on site access location and requirements for vehicular and bicycle parking;
  - Height, siting, massing, and exterior design elements of the building;
  - Landscaping and lighting controls;
  - Requirements for Lot Grading and Erosion and Sedimentation Control Plans in accordance with By-law G-200; and
  - Non-substantive amendments permitted within the agreement, including:
    - Changes to the landscaping plan and landscaping requirements.
    - Changes to the sign requirements; and
    - Extension to the dates of commencement and completion of development
  
- Block BH-2
  - The permitted uses: a one-storey commercial building with a maximum floor area of 1,486.45 square metres and five single unit dwellings (one of which already exists);
  - Controls on site access location and requirements for vehicular and bicycle parking;
  - Height, siting, massing, and exterior design elements of the commercial building;
  - Height, siting, and lot coverage of single unit dwellings;
  - Subdivision provisions;
  - Controls on accessory buildings;

- Landscaping, signage, and lighting controls for the commercial building, including the requirement for an opaque fence between the commercial building and abutting single unit dwellings;
- Outdoor storage and screening and hours of operation for the commercial development;
- Requirements for a non-disturbance area around the watercourse;
- Requirements for Lot Grading and Erosion and Sedimentation Control Plans in accordance with By-law G-200; and
- Non-substantive amendments permitted within the agreement, including:
  - Changes to the permitted commercial uses;
  - Changes to the parking and circulation requirements;
  - Changes to the landscaping requirements;
  - Changes to the sign requirements;
  - Extensions to the dates of commencement and completion of development

The attached proposed development agreements will permit a multiple unit dwelling on block BH-1, subject to the controls identified above, and one commercial building and five single unit dwellings on block BH-2, subject to the controls above. Of the matters addressed by the proposed development agreement to satisfy the proposed MPS criteria as shown in Attachment A, the following have been identified for detailed discussion.

### **Priorities Plans**

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. While these priorities plans often contain policies which are intended to apply at a regional level and inform the development of Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site by site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they would be applied to a specific geographic context. In this case, the following policies were identified to be most relevant to this application, and as such were used to inform the recommendation within this report:

1. The Integrated Mobility Plan guides investment in active transportation, transit, transportation demand management, goods movement, and the road network. One of the plan's foundation policies is to concentrate residential and commercial densities in places with multiple mobility options to create complete communities. The site is located across the street from the planned location for the future Mill Cove ferry terminal. It also fronts on Bedford Highway, which is receiving upgrades that will include a multi-use pathway to connect users to their daily destinations.

### **North West Planning Advisory Committee**

On March 3, 2021, the North West Planning Advisory Committee (PAC) recommended the application be approved. The PAC recommends consideration be given to driveway location; garbage enclosures; types of businesses and hours of operation; delivery hours; and limiting commercial uses to professional services. It should be noted that this recommendation was provided to Community Council in advance of changes to the *HRM Charter*. These changes, passed in April 2022, legislated that decisions on Planning matters may not be referred to a planning advisory committee for a recommendation prior to Community Council's decision on the matter. However, the proposed development agreement for block BH-2 limits the permitted commercial uses, hours of operation, and delivery hours. Additionally, the proposed development agreements for both blocks BH-1 and BH-2 place controls on the garbage enclosures to reduce odours and visual impacts.

### **Conclusion**

Staff have reviewed the application and the existing policy context and advise that the MPS should be amended to permit development agreements for a 6 storey residential building on block BH-1 and one commercial building and 4 new single units dwellings on block BH-2. The overall density of the lands would not increase but be partially reclassified as residential density and redistributed to better serve the



community's housing needs. The vehicular access for all components of the development is not anticipated to have a negative impact on Bedford Highway and the building forms proposed align with the existing fabric of the neighbourhood. Therefore, staff recommend Regional Council approve the proposed MPS amendments to the Bedford Municipal Planning Strategy. Should Regional Council approve the MPS amendments, North West Community Council may render a decision on the proposed development agreements.

### **FINANCIAL IMPLICATIONS**

The HRM costs associated with processing this Development Agreement can be accommodated within the approved 2023-2024 operating budget for Planning and Development. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Development Agreement.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application involves proposed MPS amendments. Such amendments are at the discretion of Regional Council and are not subject to appeal to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed amendments are contained within the Discussion section of this report.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified beyond those identified in this report.

### **ALTERNATIVES**

Regional Council may choose to:

1. Modify the proposed amendments to the MPS for Bedford, as set out in Attachment A of this report. If this alternative is chosen, specific direction regarding the requested modifications is required. Substantive amendments may require another public hearing to be held before approval is granted. A decision of Council to approve or refuse the proposed amendments is not appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Refuse the proposed amendments to the MPS for Bedford. A decision of Council to approve or refuse the proposed amendments is not appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

The North West Community Council may choose to:

3. Approve the proposed development agreements for block BH-1 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*.
4. Refuse the proposed development agreements for block BH-1, 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*.

5. Approve the proposed development agreement for block BH-2 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*.
6. Refuse the proposed development agreement for block BH-2, 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**

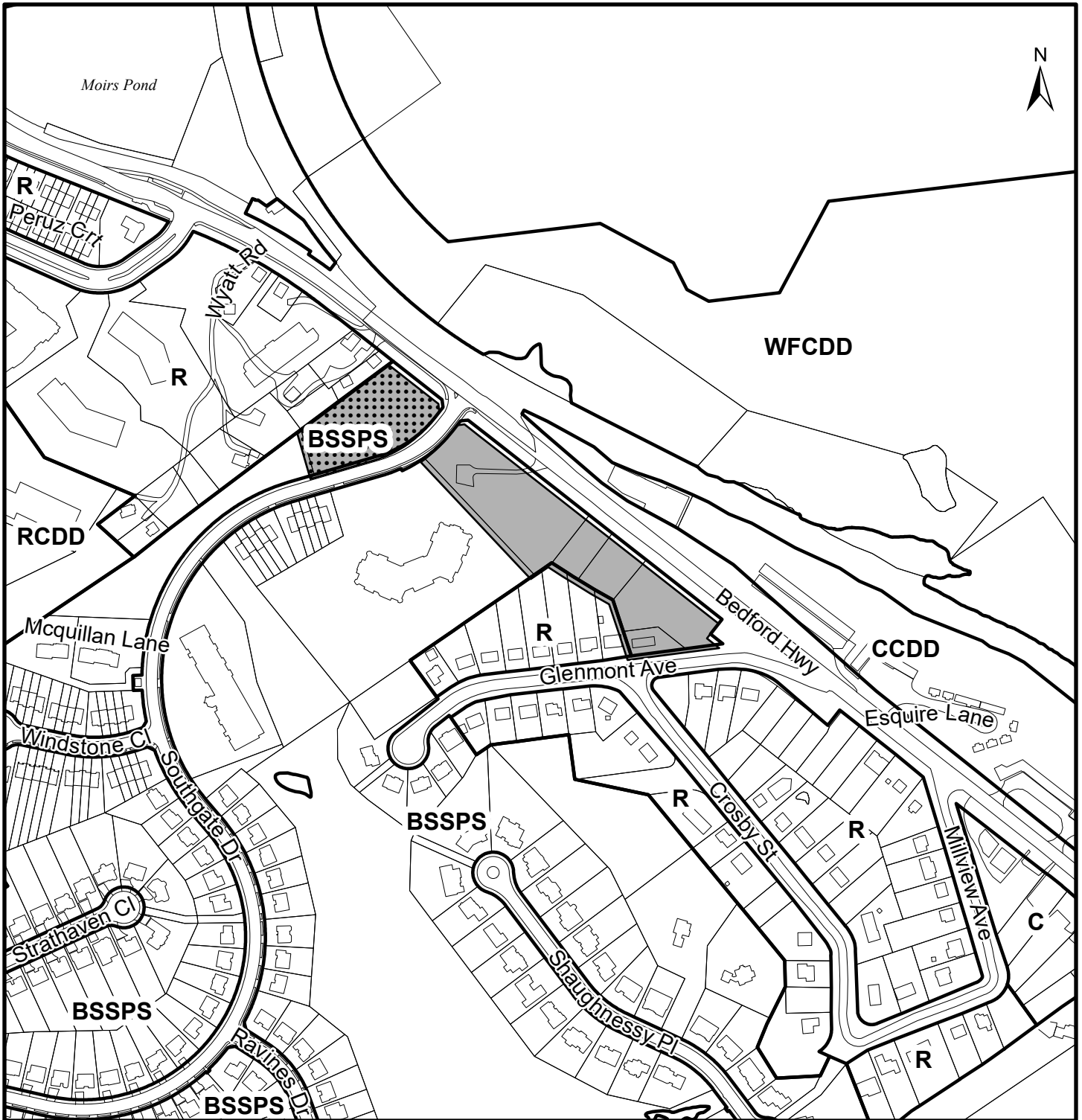
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Map 3:	Neighbourhoods A and C
Attachment A:	Proposed MPS Amendments
Attachment B:	Proposed Development Agreement for Block BH-1
Attachment C:	Proposed Development Agreement for Block BH-2
Attachment D:	Summary of the Public Information Meeting Hosted by North West Planning Advisory Committee

---

A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

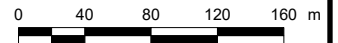
Report Prepared by: Megan Backos, Planner III, 902.478.9725



---



**Map 1 - Generalized Future Land Use**

33 Southgate Dr, Bedford

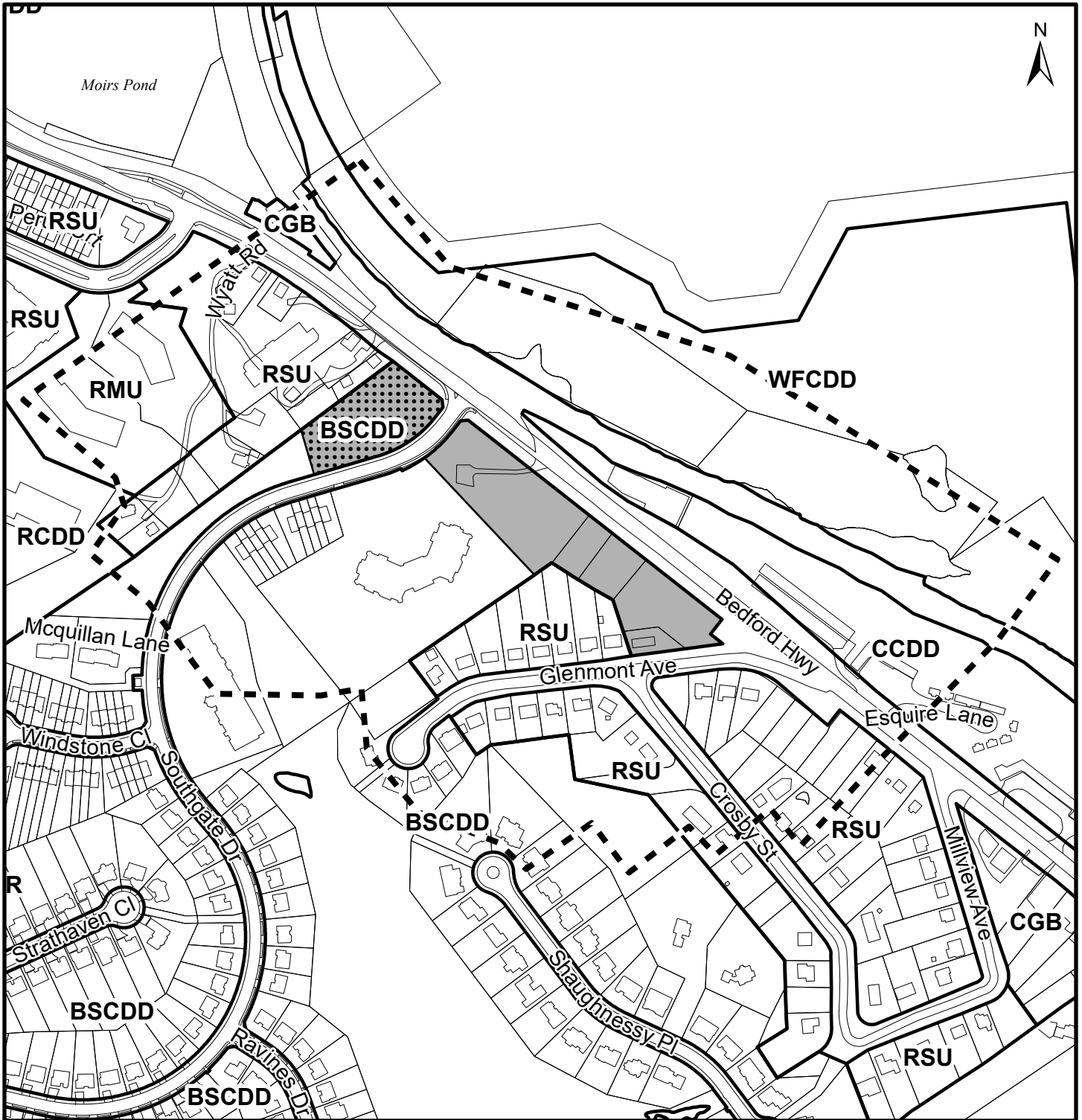


Designation	
	BH-1
	BH-2
R	Residential
RCDD	Residential Comprehensive Development District
C	Commercial
CCDD	Commercial Comprehensive Development District
WFCDD	Waterfront Comprehensive Development District
BSSPS	Bedford South Secondary Planning Strategy

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

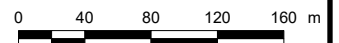


**Map 2 - Zoning and Notification**

33 Southgate Dr, Bedford

Zone	
	BH-1
	BH-2
	Area of Notification

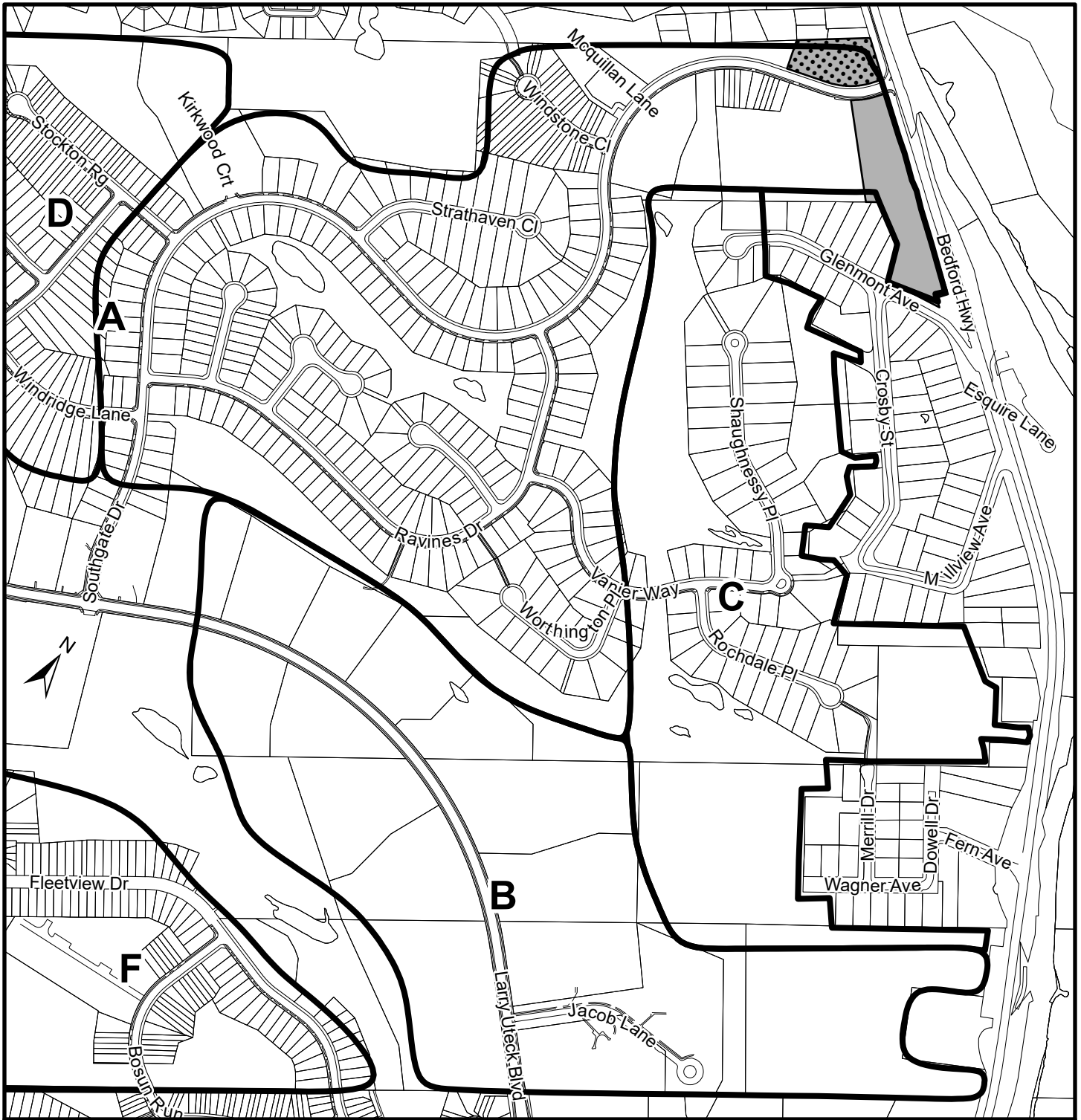
RSU	Single Dwelling Unit
RMU	Multiple Dwelling Unit
RCDD	Residential Comprehensive Development District
BSCDD	Bedford South Comprehensive Development District
CGB	General Business District
CCDD	Commercial Comprehensive Development District
WFCDD	Waterfront Comprehensive Development District



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.

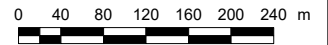
Bedford Plan Area



### Map 3 - Neighborhoods

33 Southgate Dr, Bedford

-  Site BH-1
-  Site BH-2
-  Bedford South Neighborhoods



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

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

Bedford Plan Area

## ATTACHMENT A

### Proposed Amendment to the Municipal Planning Strategy for Bedford

BE IT ENACTED by the Halifax Regional Council of the Halifax Regional Municipality that the Municipal Planning Strategy for Bedford is hereby further amended as follows:

1. Within the Bedford South Secondary Planning Strategy, Policy RN-3A shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text show in **bold**, as follows:

Policy RN-3A:

Notwithstanding Policy RN-2, RN-3, MS-1 and MS-9 the portion of Neighbourhood A containing PID#s 00360560, 00430025, 00430017, ~~00430033, 00429977~~ and 00430058 may be developed with a mix of low density residential, ~~medium density residential building~~ and commercial uses by development agreement, subject to the following:

- a) total number of residential units shall not exceed ~~57 units~~ **single unit dwellings**;
  - b) total amount of commercial space shall not exceed 16,000 square feet;
  - ~~c) notwithstanding MS-6 and MS-7, the development agreement shall permit a maximum of 13 residential units to be constructed prior to the construction of the interchange at Highway 102;~~
  - ~~d) the allocation of housing and the massing and placement of buildings contributes to a sense of community vitality, energy conservation, surveillance of public spaces and provides an effective integration with established neighbourhoods;~~
  - c) building locations, site and architectural design, landscaping, and streetscape elements reinforce the themes of neighbourhood identity, pedestrian scale and compatibility with the natural environment and surrounding uses;
  - ~~d) natural vegetation, landscaping or screening is employed around parking areas for multiple unit buildings to provide screening from streets;~~
  - ~~e) all open space/parkland dedications proposed conform with the objectives and polices adopted for the community parkland/open space under this municipal planning strategy and any administrative guidelines adopted by the Municipality;~~
  - d) proposal conforms with all applicable provisions and requirements adopted under this Secondary Planning Strategy regarding environmental protection, the community transportation system and municipal services; **and**
  - ~~e) development agreement shall exempt 13 residential units from infrastructure charges;~~
  - ~~f) the development agreement shall not permit the construction of greater than 13 residential units until infrastructure charges have been applied to the new portion of land being added to Neighbourhood A; and~~
  - e) traffic generation, access to and egress from the site; and parking.
2. Within the Bedford South Secondary Planning Strategy, the text shown in **bold** shall be added immediately following Policy RN-3A and before Policy RN-3B.

**Policy RN-3AA: Notwithstanding Policy RN-2, RN-3, MS-1 and MS-9 the portion of Neighbourhood A containing PID 41119496 may be developed with one multiple unit dwelling by development agreement, subject to the following:**

- a) **the total number of units in the multiple unit dwelling shall not exceed seventy-three (73);**
- b) **the building shall be limited to six (6) storeys above grade including the penthouse, excluding any mechanical space, elevator enclosures, staircases, and staircase enclosures;**
- c) **building location, site and architectural design, landscaping, and streetscape elements reinforce the themes of neighbourhood identity, pedestrian scale, and compatibility with the natural environment and surrounding uses;**

- d) **the proposal conforms with all applicable provisions and requirements adopted under this Secondary Planning Strategy regarding environmental protection, the community transportation system, and municipal services;**
  - e) **provision of underground parking shall be provided as part of the on-site parking supply; and**
  - f) **traffic generation, access to and egress from the site; and parking.**
3. Within the Bedford South Secondary Planning Strategy, Policy RN-3B shall be amended by inserting the text shown in bold as follows:

Policy RN-3B:

Sewage calculations and densities for residential developments permitted under Policy RN-3A **and Policy RN-3AA** shall not be used in calculations for other parts of Bedford South.

4. Within the Bedford South Secondary Planning Strategy, Policy EP-4 shall be amended by inserting the text shown in bold as follows:

Policy EP-4:

No development, grade alteration, excavation, fill, pavement or removal of natural vegetation shall be permitted within fifty (50) feet of the high water mark, or within the limits of any 1 in 20 year flood plain of any watercourse, except as provided for by development agreement in accordance with an approved storm water management plan or as provided to allow for trail systems or transportation crossings, **or in the case of PID 00360560, to allow vehicular access to and from Southgate Drive in addition to right in, right out access from Bedford Highway.**

I, Iain MacLean, Municipal Clerk for the Halifax Regional Municipality, hereby certify that the above-noted amendment was passed at a meeting of the Halifax Regional Council held on **[DATE], 202[#].**

---

Iain MacLean  
Municipal Clerk

# Attachment B

THIS AGREEMENT made this      day of **[Insert Month]**, 20\_\_.

BETWEEN:

**[INSERT NAME OF CORPORATION/BUSINESS]**, 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 33 Southgate Drive, Bedford (PID 41119496) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the North West Community Council and the Chebucto Community Council approved a request to enter into a Development Agreement for Neighbourhood "A" and Neighbourhood "C" to permit a mixed use development consisting of mixed residential uses, park and open space uses and two commercial areas pursuant to the provisions of the Municipal Government Act and Municipal Planning Strategy and Land Use By-law for Bedford and Mainland Halifax (Case 00492), and which said Development Agreement was registered at the Land Registration Office in Halifax on April 25, 2003 and found in Book 7327 and Pages 138-208 (hereinafter called the "Original Agreement"), and which applies to the Lands;

**AND WHEREAS** the Developer has requested that the Municipality discharge the Original Agreement and enter into a new Development Agreement on the Lands to allow for a multi-unit residential dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy RN-3AA of the Bedford Municipal Planning Strategy and Part 4, Section 3 of the Bedford Land Use By-law;

**WHEREAS** the Chief Administrative Officer of the Municipality approved the request to discharge the Original Agreement on and which was registered at the Nova Scotia Land Registry on **[Insert - Date]** as Document Number (**insert**) (hereinafter called the "Discharging Agreement");

**AND WHEREAS** the North West Community Council, at its meeting on **[Insert - Date]**, approved the new Development Agreement, referenced as Case 21946-A, to allow for a mixed use development on the Lands, to subject to the registered owner of the Lands described herein entering into this Agreement;

**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**

- 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 applicable Land Use By-law and the Regional Subdivision By-law, as 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.

### **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.

## **1.7 Lands**

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **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 21946:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	South Elevation
Schedule D	East Elevation
Schedule E	Northeast Elevation
Schedule F	Northwest Elevation
Schedule G	West Elevation
Schedule H	Preliminary Landscape Plan

### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the Development Officer with a Landscape Plan in accordance with Section 3.10 of this Agreement, unless otherwise permitted by the Development Officer.
- 3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) 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 3.10 and Schedule H of this Agreement;
  - (b) Written confirmation from the Development Engineer indicating compliance with Part 4 of this Agreement; and
  - (c) Written confirmation from the HRM Development Engineer indicating compliance with Section 5.2 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) one multiple unit dwelling that shall:
  - i. contain a maximum of seventy-three (73) dwelling units, of which a maximum of two (2) dwelling units may be located on the sixth floor of the building; and
  - ii. have one level of underground parking; and
- (b) uses accessory to any of the foregoing uses may be permitted subject to the RMU (Residential Multiple Unit) Zone of the Bedford Land Use By-law.

### **3.4 Backyard and Secondary Suites**

3.4.1 Secondary Suites and Backyard Suites shall not be permitted.

### **3.5 Building Siting and Design**

3.5.1 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 Schedules B through G;
- (c) subject to 3.5.1(d), the maximum height of the building shall not exceed six storeys excluding the level of underground parking;
- (d) the total height of the building above the lowest grade shall not exceed 30 metres with the exception of mechanical space, elevator enclosures, staircases, and staircase enclosures which shall occupy no more than 30% of the area of the roof of the sixth storey and shall not exceed 33 metres above the lowest grade; and
- (e) the sixth storey above the established grade shall not exceed 785 square metres in area.

### **3.6 Architectural Requirements**

3.6.1 At least one main entrance shall face Southgate Drive. Service entrances shall be integrated into the design of the building and shall not be a predominant feature.

3.6.2 The façades facing Southgate Drive shall be designed and detailed as the primary façade. Further, architectural treatment shall be continued around all sides of the building generally 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 panelling or detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.

3.6.4 Any exposed foundation in excess of 0.61 metres (2 feet) in height and one (1) square metre in total area shall be architecturally detailed and veneered with stone or brick.

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;
- prefinished composite metal panel cladding;
- concrete split face masonry;

- cut stone masonry; or
- random stone masonry.

- 3.6.6 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 or screened to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.6.7 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Southgate Drive, Bedford Highway, 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.
- 3.6.8 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.6.9 The roof of the sixth storey shall slope upward toward the Bedford Highway a minimum of 2.5% up to a maximum of 5% for the entire length of the roof as generally shown on Schedules B through G.

### **3.7 Amenity Space**

- 3.7.1 A minimum of 125 square metres of indoor amenity space shall be provided within the building. The indoor amenity space shall:
- (a) be provided in increments of at least 30 contiguous square metres;
  - (b) have no linear dimension less than 3.0 metres; and
  - (c) be fully accessible to all building residents.
- 3.7.2 A minimum of 1,400 square metres of outdoor amenity space, which can include private individual balconies, shall be provided on site. A minimum of 78 square metres of this space shall be a communal rooftop terrace located on the sixth storey.

### **3.8 Parking, Circulation, and Access**

- 3.8.1 Vehicular access and egress to the site shall be located along Southgate Drive as generally shown on Schedule B. The Development Officer may approve changes to the parking and circulation layout as illustrated on the Schedules provided such changes are minor in nature and further the intent of this Section and this Agreement.
- 3.8.2 A minimum of 1 parking spaces per unit shall be provided, in addition to a minimum of three (3) visitor parking spaces.
- 3.8.3 The surface parking and drop-off 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. The limits of the surface parking area shall be defined by landscaping or curb.
- 3.8.4 The surface parking and drop-off area layout shall make provision for the stockpiling of snow in a manner that will not reduce the amount of required parking space availability or corner vision triangles at the intersection of the driveway with Southgate Drive. Alternatively, if there is insufficient space to accommodate snow on site, it shall be removed from the Lands.
- 3.8.5 Bicycle parking shall be provided in accordance with the Bedford Land Use By-law as amended from time to time.

### **3.9 Outdoor 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.

### **3.10 Landscaping**

- 3.10.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition or newer).
- 3.10.2 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan that complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule H. 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.
- 3.10.3 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.
- 3.10.4 Notwithstanding Section 3.10.3, 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.

### **3.11 Maintenance**

- 3.11.1 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.
- 3.11.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.12 Signs**

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

### **3.13 Temporary Construction Building**

- 3.13.1 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 last Occupancy Permit.

### **3.14 Screening**

- 3.14.1 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.
- 3.14.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Southgate Drive and Bedford Highway and residential properties along the 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.
- 3.14.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Southgate Drive or Bedford Highway, and shall be incorporated into the architectural treatments and roof structure.
- 3.14.4 Any mechanical equipment shall be screened from view from Southgate Drive and Bedford Highway 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.
- 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 have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

#### **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 Schedules B, C, D, E, F, and G provided that the changes do not conflict with the text of this Agreement;
  - (b) Changes to the Landscape Plan as illustrated on Schedule H or to the landscaping requirements in Section 3.10 of this Agreement;
  - (c) Changes to the sign requirements in Section 3.12 of this Agreement;
  - (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
  - (e) The length of time for the completion of the development as identified in Section 7.4.3 of this 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 three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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 the issuance of a Building Permit.
- 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 6.1.1, if the Municipality receives a written request from the Developer.

### **7.4 Completion of Development**

- 7.4.1 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, 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 have been completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Land Use By-law for Bedford, as may be amended from time to time.
- 7.4.2 For the purpose of this section, completion of development shall mean the issuance of an Occupancy Permit.
- 7.4.3 In the event that development on the Lands has not been completed within six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated



herein, the Lands shall conform with the provisions of the Land Use By-law.

## **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after six (6) 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**

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 sixty (60) 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.

**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:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Date Signed:* \_\_\_\_\_

=====

=====

**SIGNED, 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

*Date Signed:* \_\_\_\_\_

\_\_\_\_\_  
Witness

*Per:* \_\_\_\_\_  
MUNICIPAL CLERK

*Date Signed:* \_\_\_\_\_

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

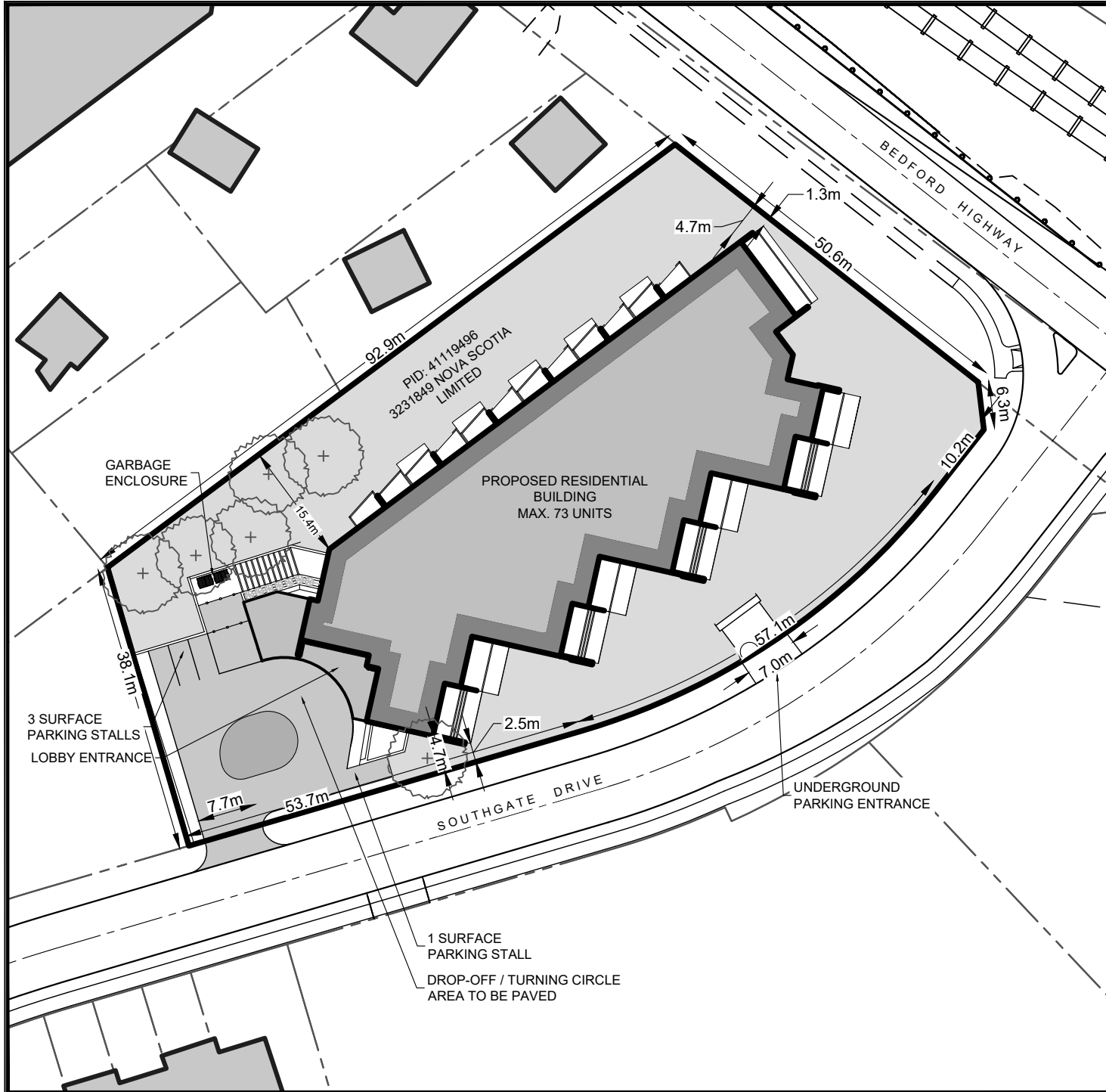
PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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 Iain MacLean, 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

# Schedule B: Site Plan



**LEGEND**

- Site Boundary
- Adjacent Property Boundary

**SITE SUMMARY:**

- Land Area - 5,703 m<sup>2</sup> / 1.4 Acres
- Existing Zone - BSCDD ( Bedford South Comprehensive Developmet District )

**NOTES:**

- Property lines approximate only. Site subject to survey

**SOURCES:**

- Plan based on SDMM CAD file 'BH 01 mapping contour data clip 2005.dwg'
- Proposed building from A49 Sketchup model '161-12598\_2017-09-08\_Southgate Village\_BH-1 (V-2016).skp'

Designer: JHARPER	<b>VERSION</b>
Planner: JDALZIEL	<b>1.15</b>

**SCHEDULE B: SITE PLAN - LOT BH-1 SOUTHGATE VILLAGE BEDFORD, NOVA SCOTIA**

**TABRIZI**

OCTOBER 12, 2021      161-12598-BH-1\_V15

**SCALE**

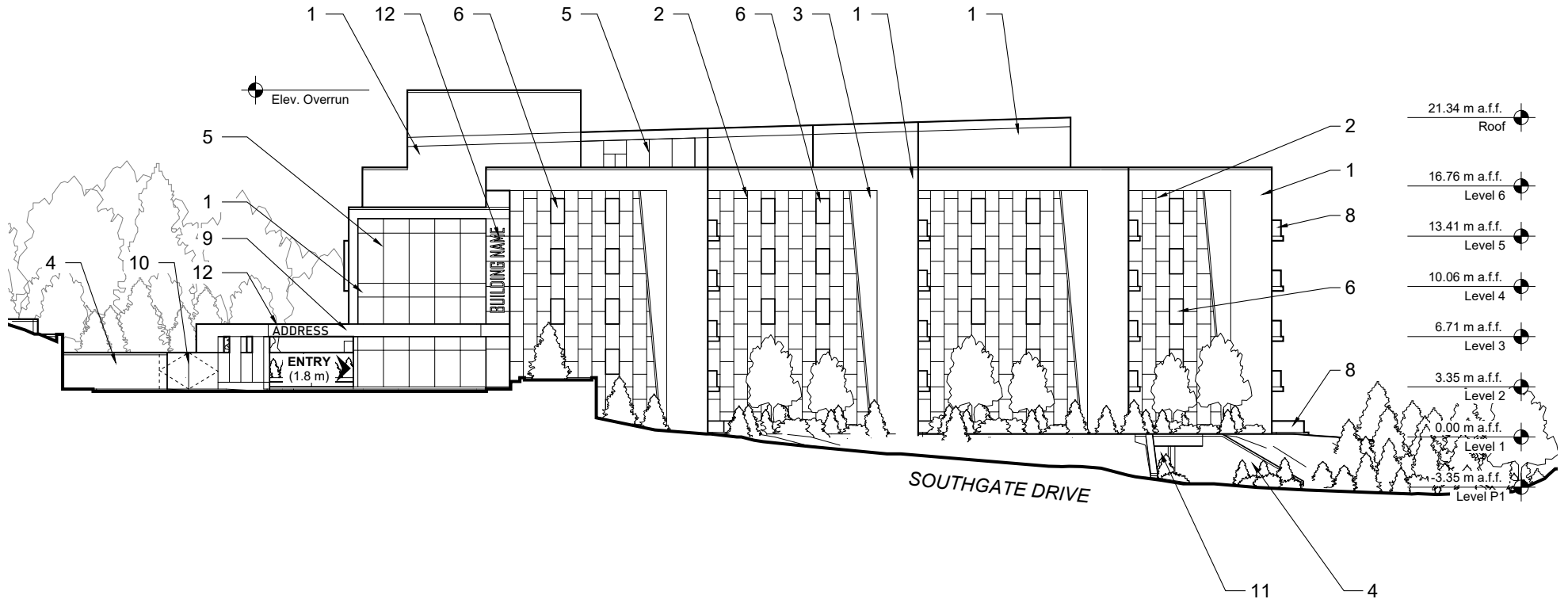
12   8   4   0   20 m

1 : 750

1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA B3B 1X7  
PHONE: 902 835-9955 WSP.COM

FILE: K:\DARTMOUTH\2016\161-12598-TABRIZI RUGS\_SOUTHGATE VILLAGE\DA11\_DWG\11\_1\_CONCEPT\_PLANS\161-12598-BH-1\_V15.DWG Sheet:Standard 8.8x11 L

Legend			
1	Architectural Panel System - Colour 1	7	Door
2	Architectural Panel System - Colour 2	8	Tempered Glass Guard (Balcony / Terrace)
3	Architectural Panel System - Colour 3	9	Entrance Canopy
4	Veneer Stone / Masonry System	10	Screen for Garbage Pickup Area
5	Glazing System	11	Underground Parking Entrance
6	Punched Windows	12	Building Signage: name/address (Placeholder)



8.5x11" **Schedule C: South Elevation**

**Southgate Village - BH1**

**Elevation - South (Southgate Drive)**

Bedford, NS  
161-12598-00

January 5, 2023

SCALE: 1:400

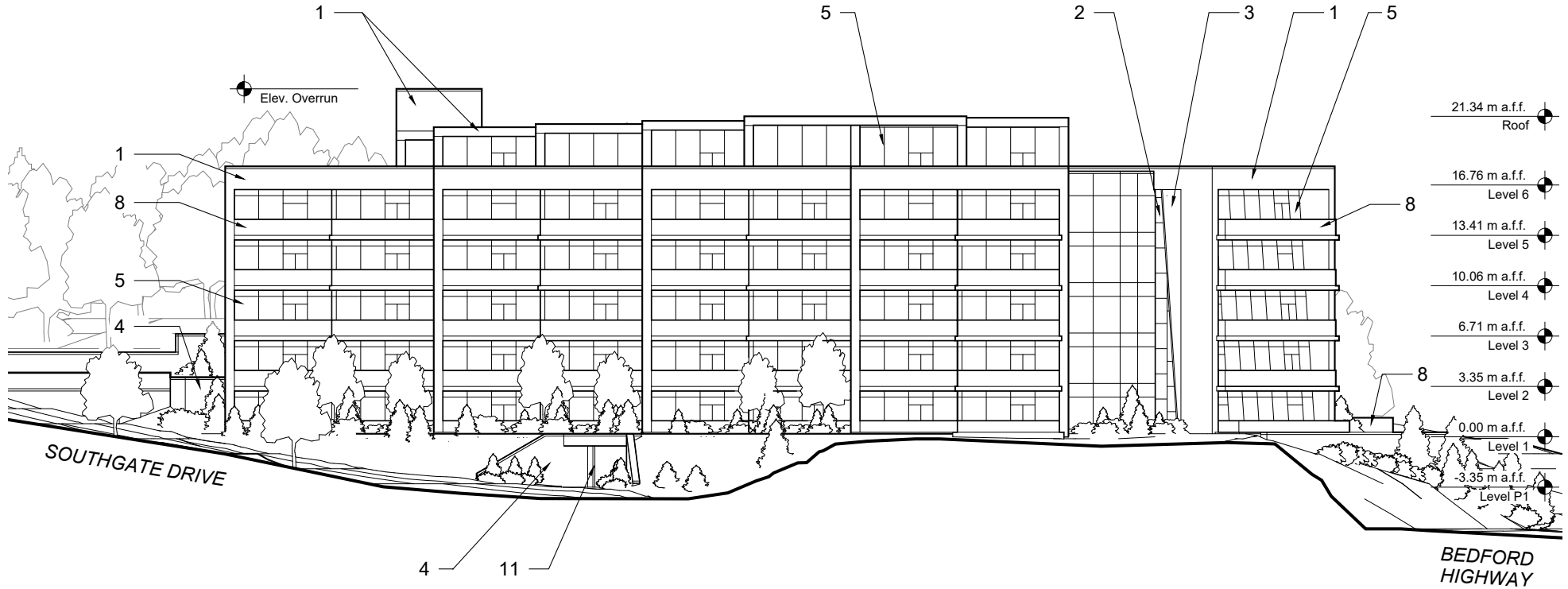


**PRELIMINARY  
FOR INFO ONLY**

**ARCHITECTURE 49**  
1640 MARKET ST. HALIFAX, NS, CANADA, B3J 2C8  
PHONE: 902-429-5490 ARCHITECTURE49.COM

**SCHEDULE C**

Legend			
1	Architectural Panel System - Colour 1	7	Door
2	Architectural Panel System - Colour 2	8	Tempered Glass Guard (Balcony / Terrace)
3	Architectural Panel System - Colour 3	9	Entrance Canopy
4	Veneer Stone / Masonry System	10	Screen for Garbage Pickup Area
5	Glazing System	11	Underground Parking Entrance
6	Punched Windows	12	Building Signage: name/address (Placeholder)



8.5x11" Schedule D: East Elevation

Southgate Village - BH1

Elevation - East (Southgate Drive)

Bedford, NS  
161-12598-00

January 5, 2023

SCALE: 1:400

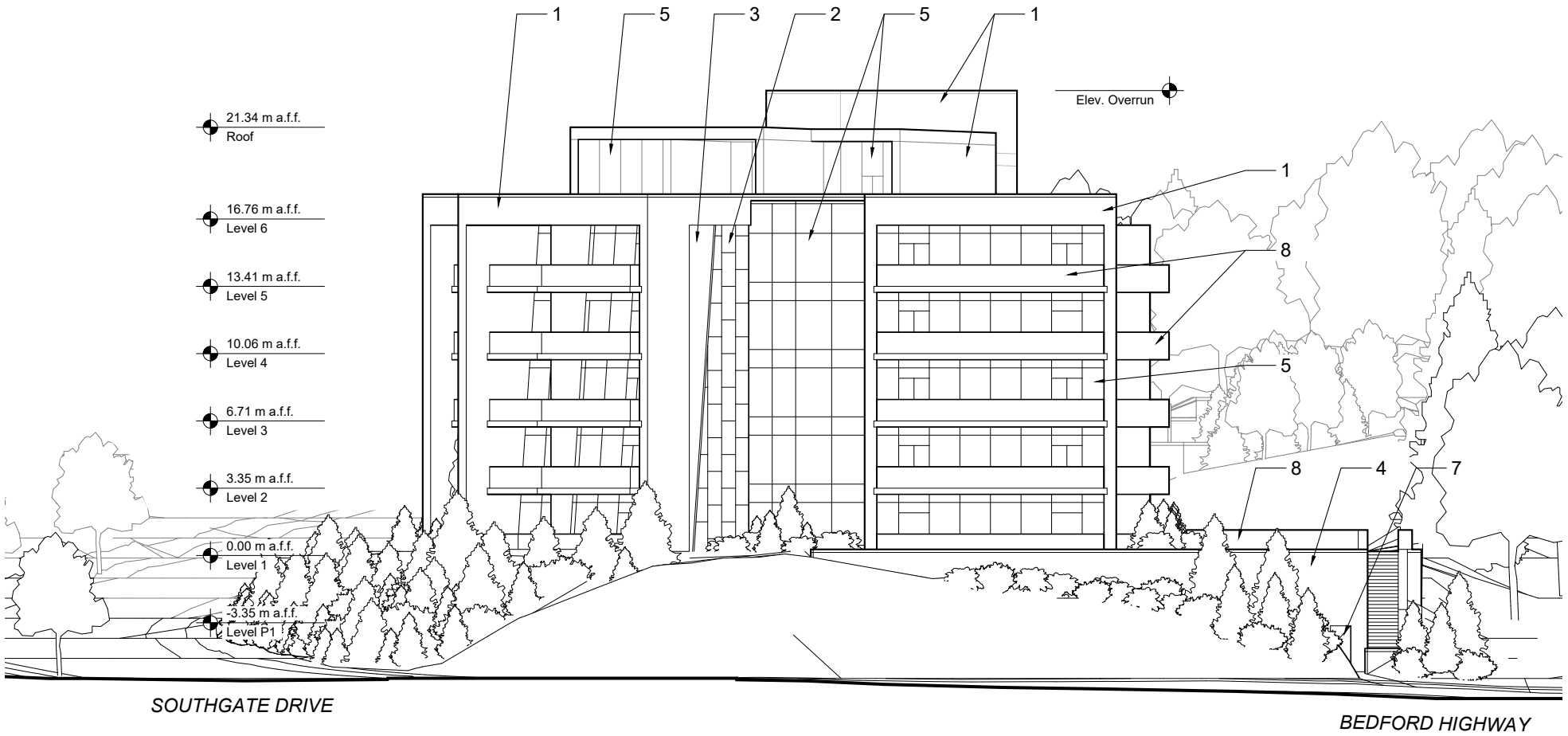


**PRELIMINARY  
FOR INFO ONLY**

ARCHITECTURE 49  
1640 MARKET ST. HALIFAX, NS, CANADA, B3J 2C8  
PHONE: 902-429-5490 ARCHITECTURE49.COM

**SCHEDULE D**

Legend			
1	Architectural Panel System - Colour 1	7	Door
2	Architectural Panel System - Colour 2	8	Tempered Glass Guard (Balcony / Terrace)
3	Architectural Panel System - Colour 3	9	Entrance Canopy
4	Veneer Stone / Masonry System	10	Screen for Garbage Pickup Area
5	Glazing System	11	Underground Parking Entrance
6	Punched Windows	12	Building Signage: name/address (Placeholder)



8.5x11" **Schedule E: Northeast Elevation**

**Southgate Village - BH1**

Elevation - Northeast (Bedford Highway)

ARCHITECTURE 49  
 1640 MARKET ST. HALIFAX, NS, CANADA, B3J 2C8  
 PHONE: 902-429-5490 ARCHITECTURE49.COM

Bedford, NS  
 161-12598-00

January 5, 2023

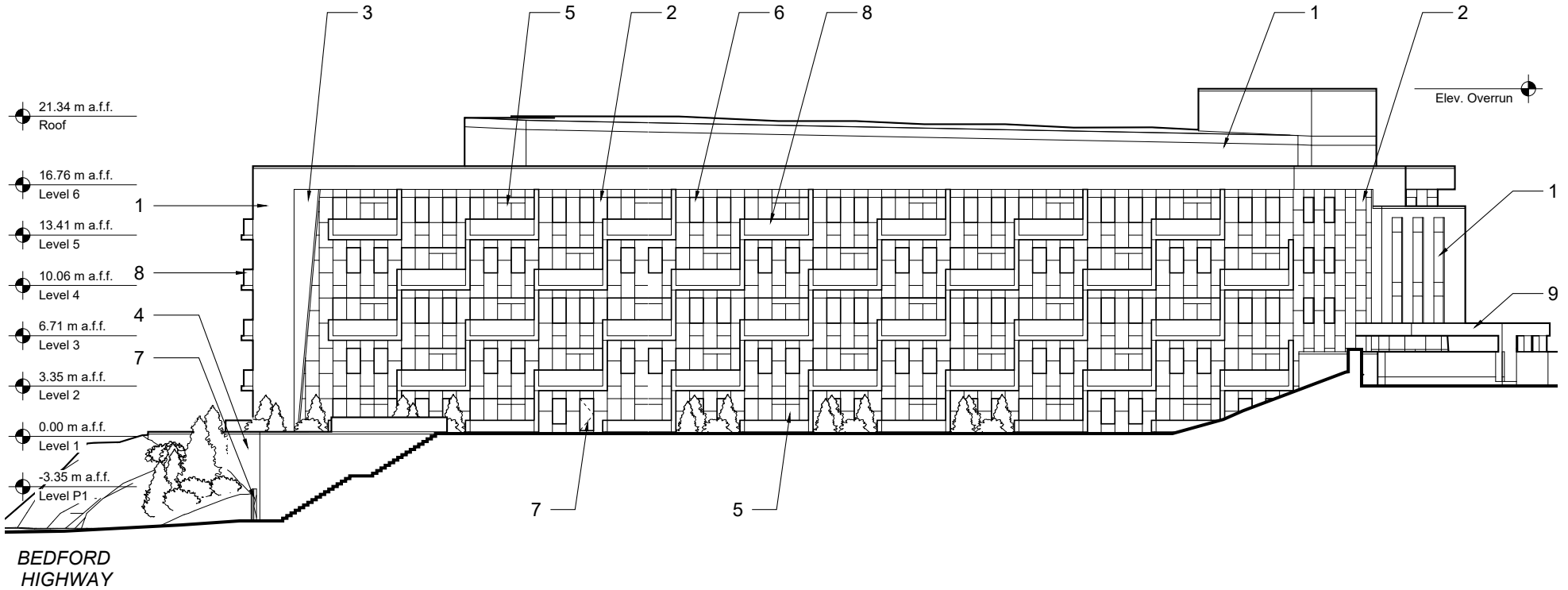
SCALE: 1:300



**PRELIMINARY  
 FOR INFO ONLY**

**SCHEDULE E**

Legend			
1	Architectural Panel System - Colour 1	7	Door
2	Architectural Panel System - Colour 2	8	Tempered Glass Guard (Balcony / Terrace)
3	Architectural Panel System - Colour 3	9	Entrance Canopy
4	Veneer Stone / Masonry System	10	Screen for Garbage Pickup Area
5	Glazing System	11	Underground Parking Entrance
6	Punched Windows	12	Building Signage: name/address (Placeholder)



8.5x11" Schedule F: Northwest Elevation

Southgate Village - BH1

Elevation - Northwest

Bedford, NS  
161-12598-00

January 5, 2023

SCALE: 1:400



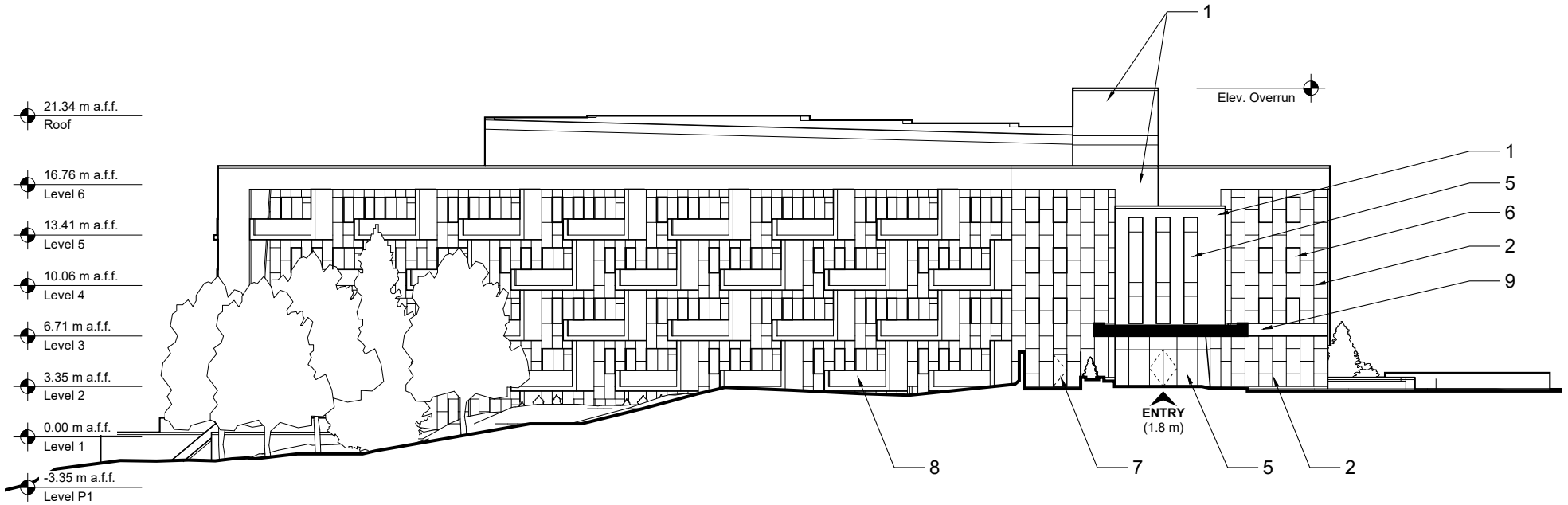
**PRELIMINARY  
FOR INFO ONLY**

ARCHITECTURE 49  
1640 MARKET ST. HALIFAX, NS, CANADA, B3J 2C8  
PHONE: 902-429-5490 ARCHITECTURE49.COM

**SCHEDULE F**



Legend			
1	Architectural Panel System - Colour 1	7	Door
2	Architectural Panel System - Colour 2	8	Tempered Glass Guard (Balcony / Terrace)
3	Architectural Panel System - Colour 3	9	Entrance Canopy
4	Veneer Stone / Masonry System	10	Screen for Garbage Pickup Area
5	Glazing System	11	Underground Parking Entrance
6	Punched Windows	12	Building Signage: name/address (Placeholder)



8.5x11"

**Schedule G: West Elevation**

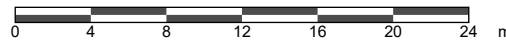
**Southgate Village - BH1**

Bedford, NS  
161-12598-00

January 5, 2023

**Elevation - West (Main Entrance)**

SCALE: 1:400

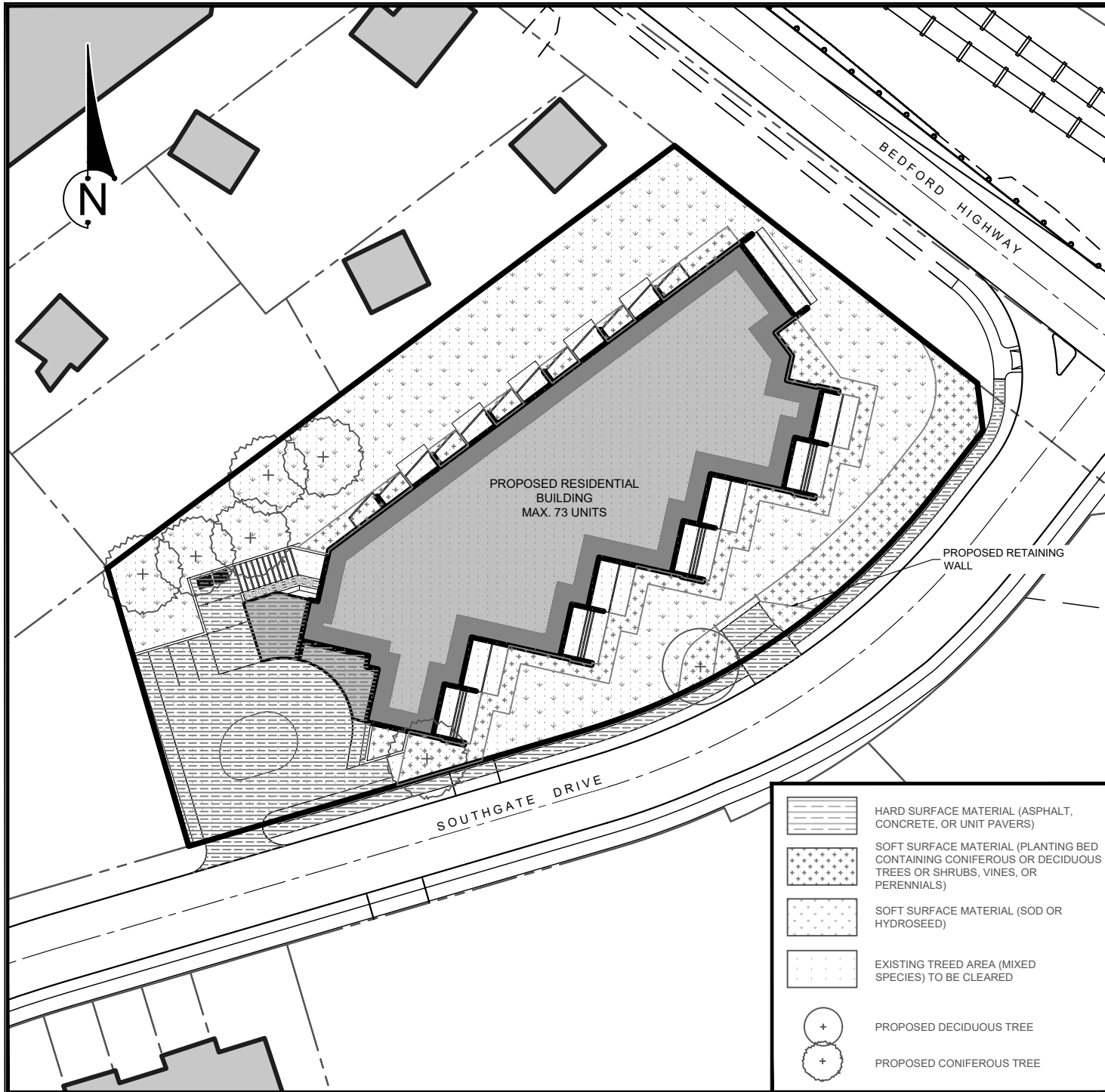


**PRELIMINARY  
FOR INFO ONLY**

ARCHITECTURE 49  
1640 MARKET ST. HALIFAX, NS, CANADA, B3J 2C8  
PHONE: 902-429-5490 ARCHITECTURE49.COM

**SCHEDULE G**

# Schedule H: Preliminary Landscape Plan



<b>LEGEND</b>	
	Site Boundary
	Adjacent Property Boundary
<b>SITE SUMMARY:</b>	
<ul style="list-style-type: none"> <li>Land Area - 5,703 m<sup>2</sup> / 1.4 Acres</li> <li>Existing Zone - BSCDD ( Bedford South Comprehensive Developmet District )</li> </ul>	
<b>NOTES:</b>	
<ul style="list-style-type: none"> <li>Property lines approximate only. Site subject to survey</li> </ul>	
<b>SOURCES:</b>	
<ul style="list-style-type: none"> <li>Plan based on SDMM CAD file 'BH 01 mapping contour data clip 2005.dwg'</li> <li>Proposed building from A49 Sketchup model '161-12598_2017-09-08_Southgate Village_BH-1 (V-2016).skp'</li> </ul>	
Designer: JHARPER	<b>VERSION</b>
Planner: JDALZIEL	<b>1.1</b>
<b>LANDSCAPE PLAN - LOT BH-1 SOUTHGATE VILLAGE BEDFORD, NOVA SCOTIA</b>	
<b>TABRIZI</b>	
OCT 12, 2021	161-12598-BH-1_V11_LANDSCAPE
<b>SCALE</b>	
1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA B3B 1X7 PHONE: 902 835-9955 WSP.COM	

FILE: K:\DARTMOUTH\2016\161-12598-TABRIZI\RUGS\_SOUTHGATE VILLAGE.DAT1\_DWG\11.2\_PLANNING\_OTHER\LANDSCAPE\_SCHEDULE\161-12598-BH-1\_V11\_LANDSCAPE.DWG Sheet:Standard 8 of 11

## Attachment C

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

BETWEEN:

**3230168 NOVA SCOTIA LIMITED**, a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

- and -

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

OF THE THIRD PART

**WHEREAS** the Developer is the registered owner of certain lands located at 5 Glenmont Avenue and PIDs 00429977, 00430017, 00430025, and 00360560, along the Bedford Highway, Bedford and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** on May 22, 2008 the North West Community Council approved an application to enter into a Development Agreement to allow a mixed-use development on the Lands, referred to as Case 00762, and which said Development Agreement was registered at the Registry of Deeds in Halifax on July 24, 2008 as Document Number 91203209 (herein after called the "Original Agreement"), and which applies to the Lands;

**AND WHEREAS** on June 24, 2013 the North West Community Council approved an application to amend the Original Agreement to allow a time extension to date of the commencement of construction on the Lands, referenced as Case 18437, and which said Development Agreement was registered at the Registry of Deeds in Halifax on February 11, 2014 as Document Number 104601415 (hereinafter called the "First Amending Agreement"), and which applies to the Lands;

**AND WHEREAS** on March 17, 2014 the North West Community Council approved an application to amend the Original Agreement to allow a reconfiguration of the approved townhouses on the Lands, referenced as Case 18973, and which said Development Agreement was registered at the Registry of Deeds in Halifax on May 28, 2014 as Document Number 105131545 (hereinafter called the "Second Amending Agreement"), and which applies to the Lands;

**AND WHEREAS** the Original Agreement, the First Amending Agreement and Second Amending Agreement together comprise the Existing Development Agreement (hereinafter called the "Existing Agreement");

**AND WHEREAS** the Developer has requested that the Municipality discharge the Existing Agreement and enter into a new Development Agreement on the Lands to allow for one commercial building and five single unit dwellings pursuant to the provisions of the *Halifax Regional Municipality Charter* and

pursuant to Policy RN-3A of the Bedford South Secondary Planning Strategy of the Bedford Municipal Planning Strategy and Part 4, Section 3 of the Bedford Land Use By-law;

**AND WHEREAS** the Chief Administrative Officer of the Municipality approved the request to discharge the Existing Agreement and which was registered at the Nova Scotia Land Registry on **[Insert - Date]** as Document Number **(insert)** (hereinafter called the “Discharging Agreement”);

**AND WHEREAS** the North West Community Council, at it’s meeting on **(Insert-Date)**, approved the new Development Agreement, referenced as Case 21946-B, to allow for one commercial building and five single unit dwellings on the Lands, subject to the registered owner of the Lands described herein entering into this Agreement;

**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**

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 applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.

1.2.2 Variances to the requirements of the Bedford Land Use Bylaw shall be permitted in accordance with the *Halifax Regional Municipality Charter* only for the area designated for single unit dwellings as shown on Schedule B.

### **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.

## **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.

## **1.7 Lands**

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **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.

### **2.2 Definitions Specific to this Agreement**

- 2.1.2 The following words used in this Agreement shall be defined as follows:
- (a) "Early Learning Centre" means a commercial establishment where the operator is authorized to provide tutoring or educational services to preschool children and school-age children. For greater certainty, this shall exclude daycare uses.
  - (b) "Gross Floor Area" means the aggregate of the floor areas of a building above and below grade, measured between the exterior faces of the exterior walls of the building at each floor level.

## **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 21946-B:

Schedule A      Legal Description of the Lands

Schedule B	Site Plan
Schedule C	Northeast and Southwest Elevations
Schedule D	Southeast and Northwest Elevations
Schedule E	Preliminary Landscape Plan

### **3.2 Requirements Prior to Approval**

3.2.1 Prior to any site work on the Lands, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Plan of Survey of approved Lot Consolidation and Subdivision, as well as an approved Subdivision Grading Plan. This Plan of Survey shall comply with Section 3.7 of this Agreement; and
- (b) A Grade Alteration Permit.

3.2.2 Prior to the issuance of a Development Permit for the commercial building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Lighting Plan in accordance with Section 3.10 of this Agreement; and
- (b) Landscape Plan in accordance with Section 3.11 of this Agreement.

3.2.3 Prior to the issuance of the first Occupancy Permit for the commercial building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Lighting Plan;
- (b) 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 3.11 and Schedule E of this Agreement.
- (c) Written confirmation from the HRM Development Engineer indicating compliance with Section 5.2 of this Agreement.

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

### **3.3 General Description of Land Use**

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

- (a) one (1) commercial building;
- (b) five (5) single unit dwellings; and
- (c) uses accessory to any of the foregoing uses.

### **3.4 Detailed Provisions for Land Use**

3.4.1 The commercial building shall:

- (a) be on a lot that is a minimum of 9,850 square metres (2.43 acres); and
- (b) have a maximum floor area of 1486.45 square metres (16,000 square feet)

3.4.2 The uses permitted in the commercial building are as follows:

- (a) banks and financial institutions up to a maximum of 557.4 square metres (6,000 square feet) in gross floor area;
- (b) business and professional offices, including commercial photography, early learning centres, and dry cleaning depots;
- (c) clinics or veterinary clinics, with the exception of outdoor kennels associated with veterinary clinics;
- (d) personal and household services, with the exception of massage parlors;
- (e) retail stores, including neighbourhood convenience stores; and
- (f) uses accessory to the foregoing uses.

3.4.3 The single unit dwellings shall comply with the following requirements:

- (a) Minimum lot area: 464.5 square metres (5,000 square feet)
- (b) Minimum lot frontage: 18 metres (59 feet)
- (c) Minimum front yard: 4.6 metres (15 feet) on Glenmont Avenue and 9.1 metres (30 feet) on Bedford Highway
- (d) Minimum flank yard: 2.9 metres (9.5 feet)
- (e) Minimum rear yard: 6.1 metres (20 feet), except 2.8 metres for proposed Lot 3
- (f) Maximum height of building: 10.67 metres (35 feet)
- (g) Maximum lot coverage: 35%
- (h) Minimum number of vehicular parking spaces: 1 space per unit

3.4.4 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side, and rear yards in conformance with the provisions of the Bedford Land Use By-law, as amended from time to time.

3.4.5 Accessory uses, buildings, and structures shall be permitted but shall not:

- (a) be used for human habitation;
- (b) be located within the required front yard of a lot;
- (c) be built closer than four (4) feet to any lot line;
- (d) exceed fifteen (15) feet in height;
- (e) exceed 750 square feet in total floor area for all accessory structures on a lot;
- (f) be built within six (6) feet of the main building; and
- (g) be considered an accessory building if attached to the main building in any way or be considered an accessory structure if located completely underground.

### **3.5 Backyard and Secondary Suites**

3.5.1 Secondary Suites and Backyard Suites shall not be permitted.

### **3.6 Commercial Building Siting**

3.6.1 The commercial building's siting, bulk, and scale shall be as generally shown on Schedules B through D. Notwithstanding, the commercial building's siting, bulk, and scale the maximum height of the building shall not exceed one storey nor exceed 6.5 metres above established grade, excluding any mechanical spaces.

### **3.7 Subdivision of the Lands**

- 3.7.1 A subdivision application shall be submitted to the Development Officer in accordance with Schedule B and Section 3.4 of this Agreement, and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:
- (a) the subdivision application shall be for all of the lots as generally shown on Schedule B;
  - (b) each lot shall have unlimited, unimpeded access to Glenmont Avenue through private easements; and
  - (c) further to Section 3.7.1(b), any easement shall be identified on the plan of subdivision and certified by a Nova Scotia Land Surveyor.

### **3.8 Architectural Requirements for the Commercial Building**

- 3.8.1 The main entrances shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to awnings, overhangs, lintels, porticos, cornerboards, fascia boards, or an acceptable equivalent approved by the Development Officer. At least one main door shall face the Bedford Highway. Service entrances shall be integrated into the design of the building and shall not be a predominant feature.
- 3.8.2 The façades facing the Bedford Highway shall be designed and detailed as primary façades. Further, the architectural treatment provided on the front facade shall be continued around all sides of the building as generally identified on the Schedules.
- 3.8.3 Large blank or unadorned walls visible from the Bedford Highway, Southgate Drive, or the single unit dwellings 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 panelling or detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.8.4 Any exposed foundation in excess of 0.61 metres (2 feet) in height and one (1) square metre in total area shall be architecturally detailed and veneered with stone or brick.
- 3.8.5 Exterior building materials shall not include vinyl siding.
- 3.8.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements for the commercial building 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.
- 3.8.7 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Bedford Highway, Southgate Drive, 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.
- 3.8.8 The front façade of commercial building must be a minimum of 50% windows, doors, or other treatment sufficiently transparent to provide view of the interior of the building. All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows. Windows shall be vertically proportioned, where possible. Windows should be framed with painted or stained wood, prefinished metal or vinyl.
- 3.8.9 Fixed or retractable awnings are permitted provided the awnings are designed as an integral part of the building façade.
- 3.8.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.



### **3.9 Parking, Circulation, and Access**

- 3.9.1 The parking area for the commercial building shall be sited as generally shown on Schedule B. No portion of the parking area shall be permitted within the watercourse non-disturbance area as detailed in Section 5.4. No portion of the parking area shall be within 4 metres of any property line that abuts a single unit dwelling.
- 3.9.2 The parking area for the commercial building shall provide a minimum of 3.5 parking spaces for every 1,000 square feet of commercial space or the minimum required by the Land Use By-law, whichever is less.
- 3.9.3 The parking area for the commercial building shall have a finished hard surface such as asphalt, concrete, paving blocks, or an acceptable equivalent in the opinion of the Development Officer.
- 3.9.4 The limits of the parking area for the commercial building shall be defined by fencing or landscaping or curb.
- 3.9.5 An adequate area for snow storage shall be provided for the commercial building.
- 3.9.6 Vehicular access to Lot 1, the commercial site, shall be right-in/right out only as per Schedule B.
- 3.9.7 An additional driveway access to Lot 1 from Southgate Drive may be considered by the Development Engineer in accordance with all applicable municipal and provincial regulations.
- 3.9.8 The shared driveway for the single unit dwellings fronting on the Bedford Highway shall be off Glenmont Avenue as generally illustrated on the Schedules. Furthermore, no access to the single unit dwellings shall be directly onto the Bedford Highway.
- 3.9.9 It is the responsibility of the Developer to convey all required rights-of-way over the properties as generally shown on Schedule B.
- 3.9.10 The Development Officer may approve changes to the parking and circulation layout as illustrated on the Schedules provided such changes are minor in nature and further the intent of this Section and this Agreement.
- 3.9.11 Bicycle parking shall be provided in accordance with the Bedford Land Use By-law as amended from time to time.

### **3.10 Outdoor Lighting**

- 3.10.1 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.
- 3.10.2 Full cut-off light fixtures and automatic shut-off devices shall be used for all exterior lighting.

### **3.11 Landscaping for the Commercial Site**

- 3.11.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition or newer).
- 3.11.2 All proposed retaining walls or terraced landscaping shall be clad in a decorative precast concrete or modular stone retaining wall system or equivalent. Portions of the retaining wall system behind the commercial building may also use supported stone or aggregate to stabilize the slope.

- 3.11.3 There shall be an opaque wood, aluminium composite, or fibre composite fence or masonry wall at least 1.8 metres tall along the full length of the lot line dividing Lots 1 and 2.
- 3.11.4 Walkways shall be located as generally shown on the Preliminary Landscape Plan and composed of any combination of poured in place concrete, decorative patio slabs, decorative interlocking precast concrete paverstones, crushed stone, pea gravel, crushed brick, or an acceptable equivalent in the opinion of the Development Officer.
- 3.11.5 At least one walkway shall be designed to be barrier free and connect the main entrance to the public sidewalk.
- 3.11.6 All site entrances shall be identified by decorative walls, landscaping, or an acceptable equivalent in the opinion of the Development Officer.
- 3.11.7 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 of the Preliminary Landscape Plan shown on Schedule E. 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.
- 3.11.8 Prior to issuance of the first Occupancy Permit for the commercial building 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.
- 3.11.9 Notwithstanding Section 3.11.7, 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.

### **3.12 Maintenance**

- 3.12.1 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.
- 3.12.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.13 Signs**

- 3.13.1 The sign requirements for the commercial building shall be accordance with the Bedford the Land Use By-law as amended from time to time. Signs shall meet the requirements for the CGB Zone of the Bedford Land Use By-law, as amended from time to time.

- 3.13.2 A maximum of one ground sign shall be permitted for the commercial site.
- 3.13.3 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 3.13.4 The sign requirements for the single unit dwellings shall be in accordance with the Bedford Land Use By-law as amended from time to time. Signs shall meet the requirements of the RSU Zone of the Bedford Land Use By-law, as amended from time to time.

### **3.14 Temporary Construction Building**

- 3.14.1 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 last Occupancy Permit.

### **3.15 Outdoor Storage and Screening**

- 3.15.1 No outdoor storage shall be permitted on the Lands.
- 3.15.1 Refuse containers located outside the commercial building shall be fully enclosed within a roofed enclosure and fully screened from all adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.15.2 Propane tanks and electrical transformers for the commercial building shall be located on the site in such a way to ensure minimal visual impact from Bedford Highway and Southgate Drive and residential properties along the western, southwestern, and southern 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.
- 3.15.3 Mechanical equipment shall be permitted on the roof of the commercial building provided the equipment is screened and not visible from the Bedford Highway and adjacent residential properties or is incorporated into the architectural treatments and roof structure.
- 3.15.4 Any mechanical equipment shall be screened from view from the Bedford Highway and adjacent residential properties with a combination of fencing and landscaping or building elements, or an acceptable equivalent in the opinion of the Development Officer.

### **3.16 Hours of Operation**

- 3.16.1 The commercial uses shall be permitted to operate between the hours of 7:30 am and 9:30 pm every day of the week.
- 3.16.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 am and 9:30 pm.
- 3.16.3 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

### **3.17 Reinstatement**

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

## **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 shall be underground installation.

### **4.5 Outstanding Site Work**

- 4.5.1 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.

### **4.8 Solid Waste Facilities**

- 4.8.1 The Commercial 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.
- 4.8.2 All refuse and recycling materials shall be contained within a building or within suitable containers which are fully enclosed within a roofed enclosure and fully screened from view from any street, sidewalk, or abutting property. 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.

### **4.9 Infrastructure Charges**

- 4.9.1 The lands for the five residential units shall be exempt from Municipal Infrastructure Charges. All remaining lands shall be subject to Municipal Infrastructure Charges. Where Charges have been previously paid, additional charges shall not be levied unless additional charges are required.

## **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 have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

## **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.

## **5.4 Non-Disturbance Area**

5.4.1 Non-disturbance areas shall be provided as generally shown on Schedule B. The non-disturbance areas shall be provided for the purpose of retaining a buffer of natural vegetation surrounding the existing watercourse.

5.4.2 The non-disturbance area surrounding the existing watercourse shall be a minimum of 15.24 metres (50 feet) on either side of the highwater mark of the watercourse as identified on Schedule B.

5.4.3 Non-disturbance areas shall be identified at the time of detailed site and/or grading plan approval to maximize tree retention and protection of the existing watercourse. All grading plans shall indicate areas where existing vegetation is to be maintained, areas to be protected from disturbance during the installation of services, construction of streets and sidewalks, construction of buildings, landscaping and any future activity on an individual lot unless otherwise specified in this Agreement. The non-disturbance areas shall be clearly delineated on the Site Plan and Grading Plan for each lot and in the field prior to and during construction.

5.4.4 The non-disturbance area identified on the Schedules shall be delineated on all final survey plans prior to final approval.

5.4.5 The following activities may occur within the non-disturbance areas provided the Development Officer grants approval:

(a) removal of hazardous or diseased trees may be permitted by the Development Officer who may require verification in writing by a qualified professional (e.g., an arborist, urban forester, or landscape architect); and

(b) removal of fallen timber and dead debris where a fire or safety risk may be permitted by the Development Officer who may require verification in writing by a qualified professional (e.g., an arborist, urban forester, or landscape architect). Fallen timber and dead debris shall remain on site unless otherwise recommended by a qualified professional to further the intent of this Agreement.

5.4.6 Non-disturbance areas shall be identified by the Developer with a snow fence or with another appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (e.g., tree cutting and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction.

5.4.7 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, with the exception of those to be removed in accordance with Section 5.4.5, the Developer or landowner shall replace the trees. For every tree removed or damaged, the Developer shall plant two new trees at least ½ inch (38 mm) caliper, as directed by the Developer Officer in consultation with the appropriate HRM Business Units.

## **5.5 Failure to Conform to Plans**

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

## **PART 6: AMENDMENTS**

### **6.1 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 permitted commercial uses as detailed in Section 3.4.2;
- (b) Changes to the parking and circulation requirements as detailed in Section 3.9 of this Agreement;
- (c) Changes to the Landscape Plan as detailed in Section 3.11 or which, in the opinion of the Development Officer, do not conform with Schedule E;
- (d) Change to the sign requirements as detailed in Section 3.13 of this Agreement;
- (e) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 7.4.3 of this 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 five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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 the issuance of a Building Permit.

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.

### **7.4 Completion of Development**

7.4.1 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

7.4.2 For the purpose of this section, completion of development shall mean the issuance of an Occupancy Permit.

7.4.3 In the event that development on the Lands has not been completed within seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

### **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

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

### **8.1 Enforcement**

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 60 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.



**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:

**3230168 Nova Scotia Limited**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Print Position:* \_\_\_\_\_

*Date Signed:* \_\_\_\_\_

\_\_\_\_\_  
Witness

**King Mohamad Tabrizi**

Per: \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Date Signed:* \_\_\_\_\_

\_\_\_\_\_  
**SIGNED, 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

*Date Signed:* \_\_\_\_\_

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

MUNICIPAL CLERK

*Date Signed:* \_\_\_\_\_

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.

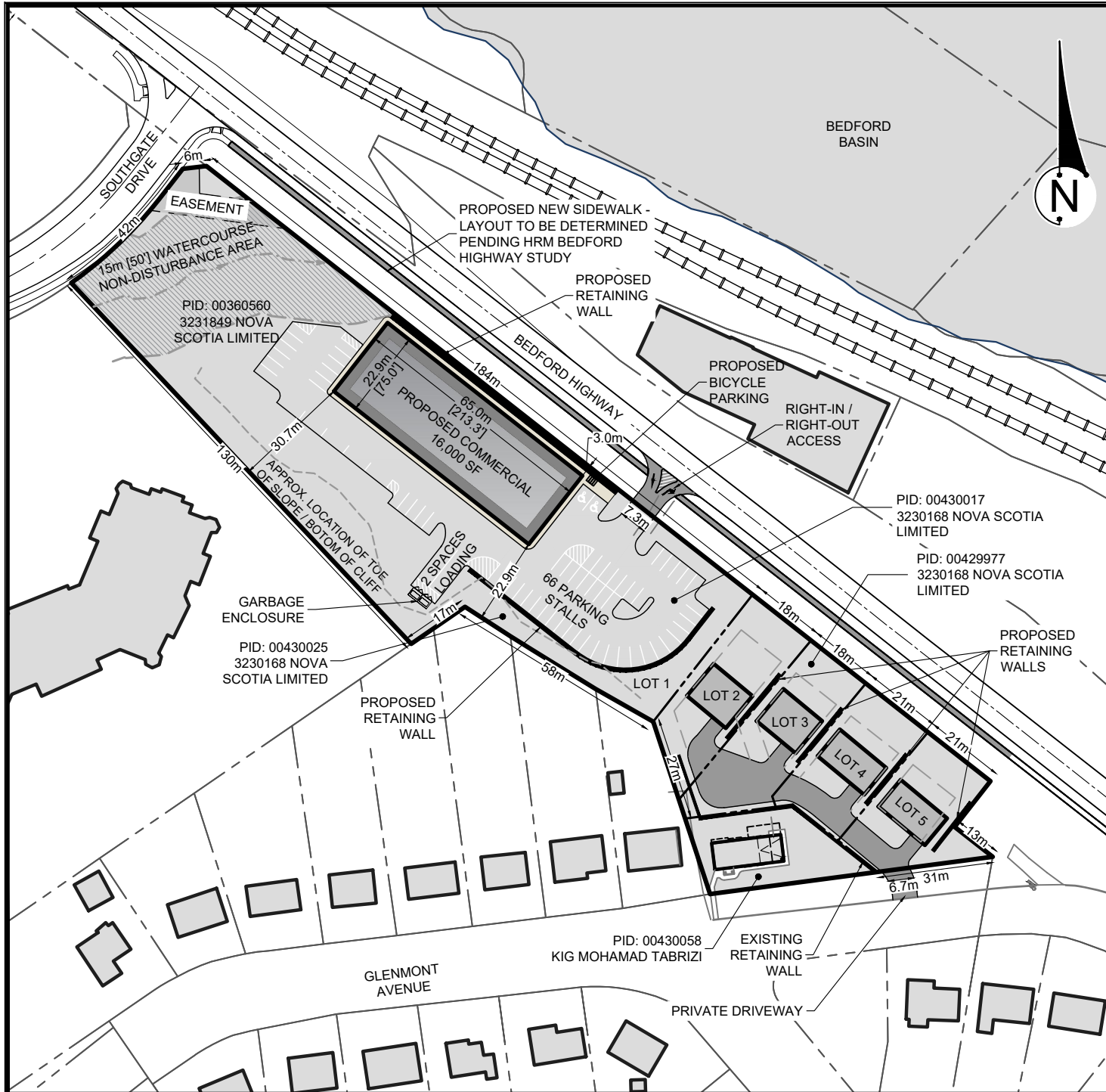
\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

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 Iain MacLean, 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

# Schedule B: Site Plan



### LEGEND

- Site Boundary
- Adjacent Property Boundary
- Proposed Property Boundary
- Building Setbacks

**SITE SUMMARY:**

- Land Area - 14,145 m<sup>2</sup> / 3.5 Acres
- Existing Zone - BSCDD ( Bedford South Comprehensive Development District )

**NOTES:**

- Property lines approximate only. Site subject to survey

**SOURCES:**

- Plan based on SDMM CAD file 'BH 01 mapping contour data clip 2005.dwg'

Designer: JHARPER	<b>VERSION</b>
Planner: JHARPER	<b>1.22</b>

**SCHEDULE B: CONCEPT PLAN - LOT BH-2**  
**BEDFORD, NOVA SCOTIA**

**TABRIZI**

JANUARY 05, 2023      161-12598-BH-2\_V22

**SCALE**

1 : 1,500

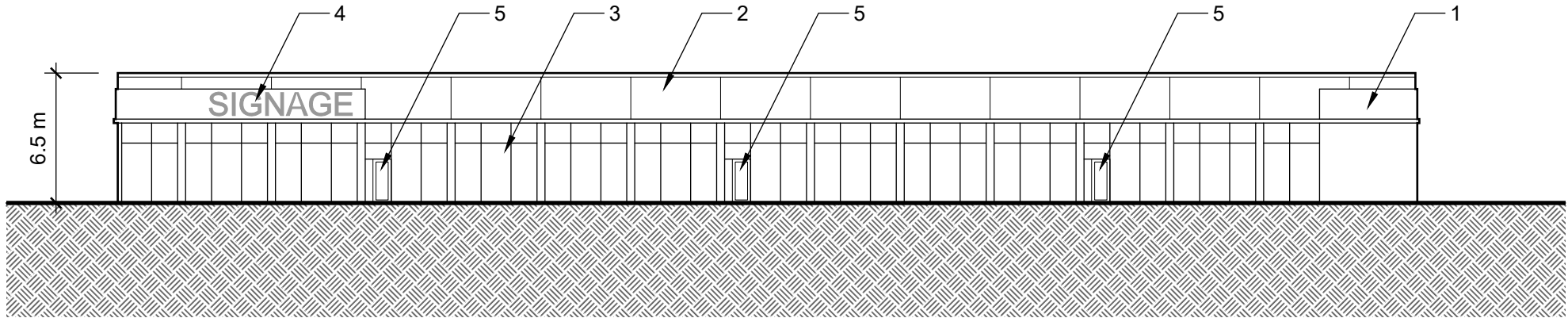
WSP

1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA B3B 1X7  
PHONE: 902 835-9955 WSP.COM

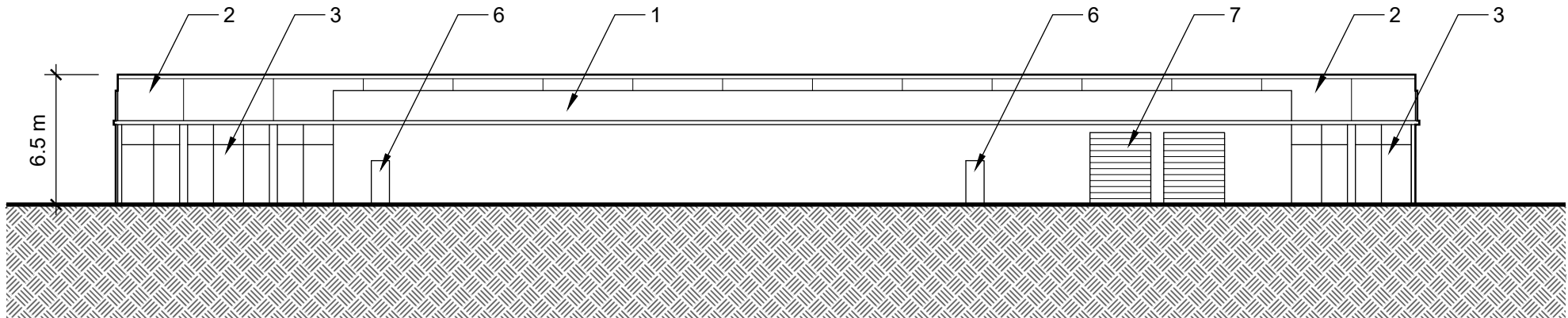
FILE: K:\DARTMOUTH\2016\161-12598 TABRIZI RUGS\_SOUTHGATE VILLAGE DA\11\_DWG\11.1\_CONCEPT\_PLANS\161-12598-BH-2\_V22.DWG Sheet/Standard 8.5x11 L

# Schedule C: Northeast and Southwest Elevations

MATERIALS LEGEND			
1	Cladding System 1	5	Entry/Exit Door
2	Cladding System 2	6	Service Door
3	Glazing System	7	Loading Door
4	Placeholder Signage	8	Guardrail



Northeast Elevation (Bedford Highway)



Southwest Elevation

8.5x11"

Southgate Village BH-2

ELEVATIONS

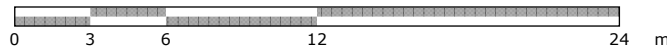
ARCHITECTURE 49  
 1640 MARKET ST., HALIFAX, NS, CANADA, B3J 2C8  
 PHONE: 902-429-5490 ARCHITECTURE49.COM

Bedford, NS

161-123598-00

October 19,  
 2021

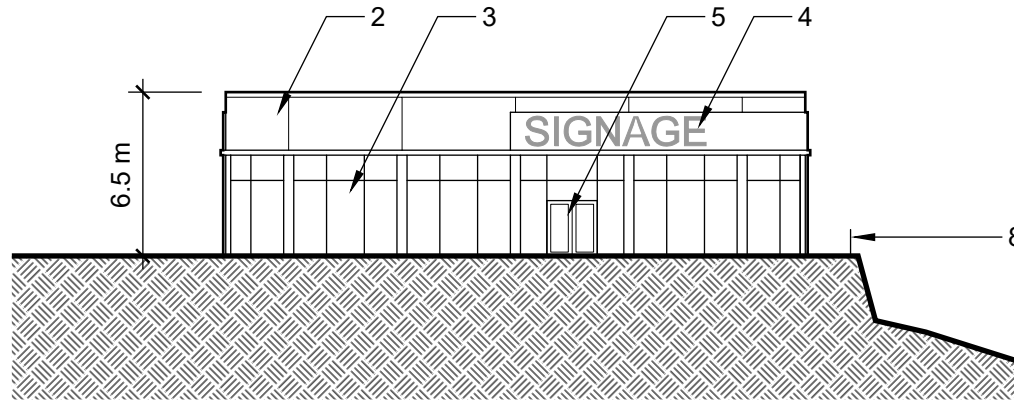
SCALE: 1:300



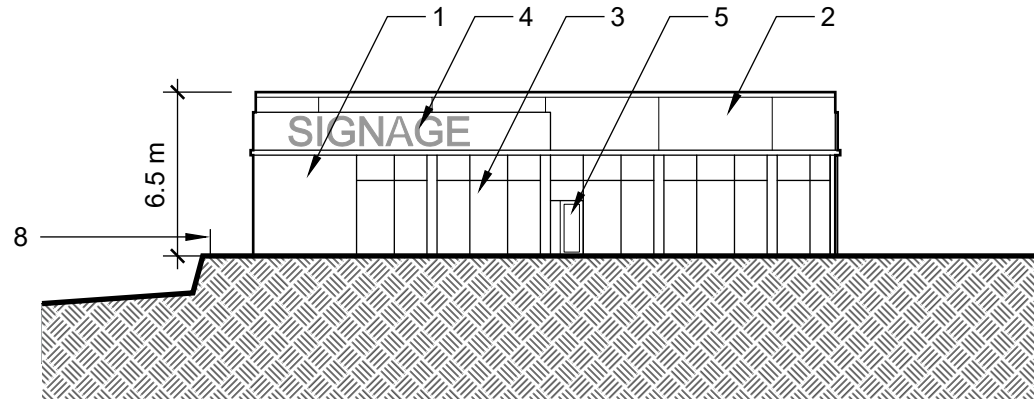
**SCHEDULE C**

# Schedule D: Southeast and Northwest Elevations

MATERIALS LEGEND			
1	Cladding System 1	5	Entry/Exit Door
2	Cladding System 2	6	Service Door
3	Glazing System	7	Loading Door
4	Placeholder Signage	8	Guardrail



Southeast Elevation



Northwest Elevation

8.5x11"

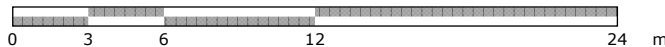
## Southgate Village BH-2

## ELEVATIONS

Bedford, NS  
161-123598-00

October 19,  
2021

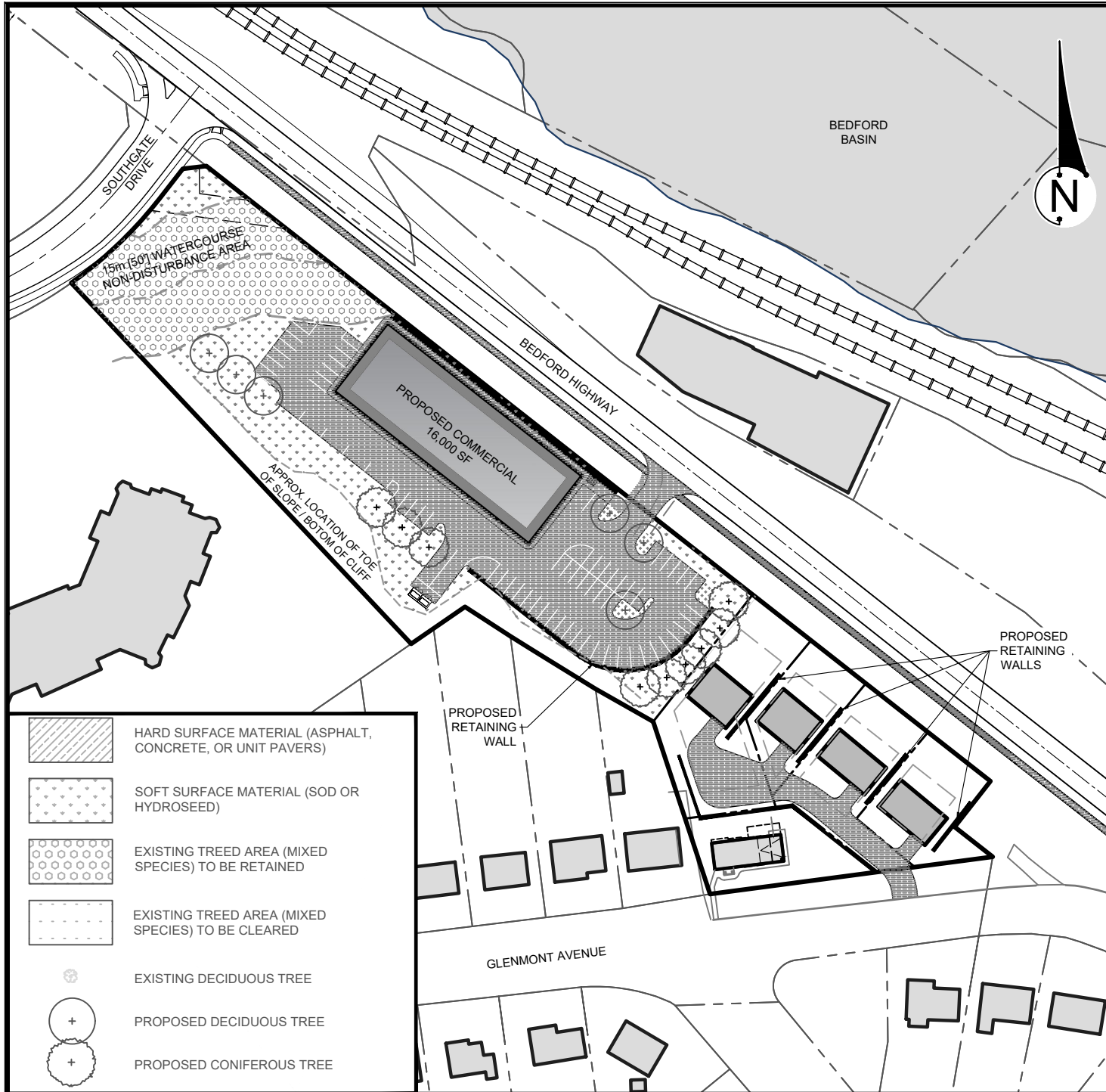
SCALE: 1:300



ARCHITECTURE 49  
1640 MARKET ST., HALIFAX, NS, CANADA, B3J 2C8  
PHONE: 902-429-5490 ARCHITECTURE49.COM

# SCHEDULE D

# Schedule E: Preliminary Landscape Plan



**LEGEND**

- Site Boundary
- Adjacent Property Boundary
- Proposed Property Boundary
- Building Setbacks

**SITE SUMMARY:**

- Land Area - 14,145 m<sup>2</sup> / 3.5 Acres
- Existing Zone - BSCDD ( Bedford South Comprehensive Development District )

**NOTES:**

- Property lines approximate only. Site subject to survey

**SOURCES:**

- Plan based on SDMM CAD file 'BH 01 mapping contour data clip 2005.dwg'

Designer: JHARPER	<b>VERSION</b>
Planner: JDALZIEL	<b>1.1</b>

**LANDSCAPE PLAN - LOT BH-2**  
BEDFORD, NOVA SCOTIA

**TABRIZI**  
OCT 12, 2021 161-12598-BH-2\_V11\_LANDSCAPE

**SCALE**

24 16 8 0 40 m  
1 : 1,500

**WSP**

1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA B3B 1X7  
PHONE: 902 835-9955 WSP.COM

	HARD SURFACE MATERIAL (ASPHALT, CONCRETE, OR UNIT PAVERS)
	SOFT SURFACE MATERIAL (SOD OR HYDROSEED)
	EXISTING TREED AREA (MIXED SPECIES) TO BE RETAINED
	EXISTING TREED AREA (MIXED SPECIES) TO BE CLEARED
	EXISTING DECIDUOUS TREE
	PROPOSED DECIDUOUS TREE
	PROPOSED CONIFEROUS TREE

FILE: R:\DARTMOUTH\2016\161-12598-TABRIZI\BUGS-TABRIZI\PLANNING\OTHER\LANDSCAPE\SCHEDULES\161-12598-BH-2\_V11\_LANDSCAPE.DWG Sheet:Standard 8 of 11



**NORTH WEST PLANNING ADVISORY COMMITTEE  
PUBLIC INFORMATION MEETING  
January 20, 2021**

PRESENT: Ann Merritt, Chair  
Nick Horne, Vice Chair  
Councillor Cathy Deagle-Gammon  
Deputy Mayor Tim Outhit  
Donalda MacIsaac  
Jordan Foster  
Gina Jones-Wilson  
Jacqueline LeVert  
Stacey Rudderham

REGRETS: Ryan Donato

STAFF: Andrea Lovasi-Wood, Legislative Assistant  
Alicia Wall, Legislative Support

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

*The agenda, reports, supporting documents, and information items circulated are online at [halifax.ca](http://halifax.ca).*

*The meeting was called to order at 7:00 p.m. and the meeting adjourned at 8:46 p.m.*

## **1. CALL TO ORDER**

The Chair called the meeting to order at 7:00 p.m.

The Chair acknowledged members of the Committee and introduced HRM staff in attendance.

The Chair welcomed members of the public and reviewed the process for the Public Information Meeting.

**2. Case 21946: The applicant is requesting a development agreement for PID 41119496, which lands are located at the northwest corner of the intersection of Bedford Highway and Southgate Drive identified as Site BH-1, to permit a 5 storey multiple unit building. The proposal also requests to amend an existing development agreement on PIDs 00360560, 00430025, 00430017, 00429977, and 00430058, lands along Bedford Highway between Southgate Drive and Glenmont Avenue identified as Site Lot BH-2.**

Darrell Joudrey, Planner II, Current Planning, presented case 21946 and confirmed they are the main point of contact for the applicant and the public. The purpose of this meeting is to provide information to the public regarding the proposed development and to receive feedback.

The sites are located at the intersection of Southgate Drive and the Bedford Highway, and are separated by Southgate Drive. The two lots involved are BH-1 and BH-2. The applicant is requesting to move the proposed residential townhouses from Lot BH-2 to Lot BH-1, resulting in all of the residential uses being contained within Lot BH-1, and all of the commercial uses being contained within Lot BH-2.

The lands are currently undeveloped and have a rugged topography. The site is zoned Bedford South Comprehensive Development District (BSCDD). A copy of the staff presentation is on file.

Jared Dalziel, Project Planner/Urban Designer, WSP Canada Inc., spoke to the proposal and noted that the underground parking for the residential building would contain 101 parking spots as well as bicycle stalls, and there would be 1, 2 and 3 bedroom units in the building.

Dalziel spoke to some of the proposed landscaping and noted that the public sidewalk would be extended along Southgate Drive. By reallocating the density from Lot BH-2 to BH-1, a better overall design is created, and it also reduces impacts on views. A copy of the presentation is on file.

The Chair opened up the floor to members of the public to speak and reviewed the rules for speakers.

**David Arthur**, Bedford, expressed concerns regarding the appearance of the commercial building in that it looks good from the front but not from the back which faces some of the condo units located at the Tides. They do feel the lots need to be developed.

**Bill Taylor**, Bedford, feels there is a lack of visitor parking and that the driveway for the visitor parking area is really close to the driveway for the Tides building.

**Helen Anderson**, Bedford, echoed concerns around the lack of visitor parking available and feels it could lead to people parking on the street, posing safety issues for the nearby bus stop and school drop off area. Concerns were also expressed around the amount of density, construction noise and impacts of blasting.

**Serguei Iakovlev**, Halifax, wanted to know when construction would commence.



**Janet MacMillan on behalf of Margaret MacMurdo**, Bedford, is concerned about the impacts on the view, garbage, increased traffic and inquired as to whether or not the developer has given any thought to using green rooves.

**Rosemarie Sampson**, Bedford, likes the look of the residential building, but is concerned about the lack of visitor parking and increased traffic.

**Richard Ward**, Bedford, also echoed parking concerns and expressed noise concerns with respect to things such as exhaust fans etc. Noise from commercial uses.

**Alphonsus Forgeron**, Bedford, agrees there is a lack of visitor parking available and noted the site line from Lot BH-1 is not very long and could pose safety issues.

**Brad Walker**, Bedford, asked if the penthouse makes the building a 6-storey and feels a bit too much upsizing is being done and echoed traffic concerns. They also inquired as to why 73 units were being proposed rather than the 57 units as per the Bedford Municipal Planning Strategy.

**Paula MacInnis**, Bedford, asked if amending the MPS for this application would impact future developments of other properties, and whether or not a shadow study has been completed. They feel there are too many units being proposed for the residential building.

In response to the comments and questions from the public, Darrell Joudrey noted the following:

- Commercial building uses, covered garbage and hidden roof structures can be negotiated as part of the development agreement.
- Since streets are public, we can't really stop the public from parking on streets, but residents parking on streets is a different issue.
- They will follow up with traffic services regarding the close proximity of the driveways.
- They will follow up with School Board regarding policies for school pick-ups and drop-offs.
- The overall parking ratio for the residential building is greater than 1:1.
- There is an Administrative Order to manage best practices for blasting.
- Halifax Transit recommended the location of the bus stop on Southgate Drive, Council wanted it at a different location.
- Construction noise is mitigated under the Noise By-law.
- These MPS amendments would only affect the proposed development and would not apply to other locations.
- A shadow study was not a requirement as part of this proposal

Jared Dalziel noted that the start date of construction is not known and whether blasting or rock picking will be used has not been determined, although both could be a possibility. The penthouse will contain a single unit, amenity space and a mechanical area.

### **3. ADJOURNMENT**

The Chair thanked people for attending and providing feedback.

The meeting adjourned at 8:46 p.m.

Alicia Wall  
Legislative Support