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Item No. 14.1.1
North West Community Council
May 27, 2024

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Jacqueline Hamilton, Executive Director of Planning and Development

DATE: May 13, 2024

SUBJECT: **Case 20507: Amending Development Agreement for Bedford Village/ Paper Mill Lake Subdivision, Bedford**

ORIGIN

Application by Sunrose Land Use Consulting, on behalf of United Gulf Developments Ltd.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed amending development agreement, as set out in Attachment A, to allow for a 214-unit residential subdivision, one neighbourhood commercial parcel and parks and open spaces at Bedford Village/ Paper Mill Lake subdivision, between Moirs Mill Road and Nine Mile Drive, Bedford, and schedule a public hearing;
2. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the proposed amending development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

EXECUTIVE SUMMARY

Sunrose Land Use Consulting, on behalf of United Gulf Developments Ltd., has applied for substantive amendments to the existing development agreement for the southern portion of Bedford Village/ Paper Mill Lake subdivision, between Moirs Mill Road and Nine Mile Drive, Bedford to allow for the construction of 214 residential units, one neighbourhood commercial parcel and parks and open spaces, prior to completing the collector road connection from Moirs Mill Road to Hammonds Plains Road, Bedford.

The original development agreement was entered into in 1995 with Annapolis Basin Group Inc., allowing a 921 unit residential development referred to as Bedford Village, covering approximately 221 acres of land abutting Paper Mill Lake, Hammonds Plains Road and Highway 102. A total of 100 lots were developed in the late 1990s off Moirs Mill Road, Ahmadi Crescent, Richardson Drive and Baha Court. The existing agreement stipulates that no more than 100 lots may be developed until such time as the collector road is constructed, which would establish two points of egress from the development. Today a second access route out of the subdivision has been established via Nine Mile Drive and Larry Uteck Boulevard to Highway 102.

The proposal has been reviewed by staff and analyzed for its conformance with the policies of the Bedford Municipal Planning Strategy (MPS) and the Regional Municipal Planning Strategy (RMPS). The proposed amending development agreement (Attachment A) has been drafted which addresses matters relating to the number and type of dwelling units, lot development standards, road layout and connections, phasing, off-site improvements, parks and open spaces, trails, walkways and sidewalks, and environmental standards such as watercourse setbacks, tree retention, site disturbance, and water quality monitoring for Paper Mill Lake. Staff advise that the proposal is reasonably consistent with the intent of the MPS.

BACKGROUND

Sunrose Land Use Consulting, on behalf of United Gulf Developments Ltd., has applied for substantive amendments to the existing development agreement for the southern portion of the Bedford Village/Paper Mill Lake subdivision, between Moirs Mill Road and Nine Mile Drive, Bedford (PIDs 00428375, 40810228, and 40810210) to allow for the construction of 214 residential units, one neighbourhood commercial parcel and parks and open spaces, prior to completing the road connection from Moirs Mill Road to Hammonds Plains Road, Bedford.

Subject Site	Lands between Moirs Mill Road and Nine Mile Drive, Bedford (Parcel ID's 00428375, 40810228, 40810210)
Location	South side of Paper Mill Lake subdivision, Bedford
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Residential Comprehensive Development District (RCDD), Bedford Municipal Planning Strategy (MPS)
Zoning (Map 2)	Residential Comprehensive Development District (RCDD) zone, Bedford Land Use By-law (LUB)
Size of Site	Approximately 22.7 hectares (56 acres) affected by this proposal
Street Frontage	Existing frontage on Moirs Mill Road, Nine Mile Drive, Ahmadi Crescent, Richardson Drive, Baha Court
Current Land Use(s)	Vacant land
Surrounding Use(s)	<ul style="list-style-type: none"> • Low-density residential uses in Paper Mill Lake subdivision to the east; • Low-density residential uses in Crestview subdivision to the south; • Highway 102 abutting the site to the west; and • Vacant land of United Gulf & Paper Mill Lake to the north.

Existing Development Agreement

In May of 1995, the Town of Bedford entered into a development agreement with Annapolis Basin Group Inc. for a 921-unit residential development referred to as Bedford Village, covering approximately 221 acres of land abutting Paper Mill Lake, Hammonds Plains Road and Highway 102, which included four islands within the lake, totalling 4.5 acres, which were deeded to the municipality (Attachment B).

The approved development included a mix of low-density and medium-density residential uses including single-unit dwellings, semi-detached dwellings, multi-unit dwellings, and senior citizens housing, as well as a small commercial component, parks, sports fields and other open spaces, trails, and a potential school site. The approved unit mix is as follows:

- 284 single detached units;
- 3 single detached units on flag lots;
- 154 single detached units on small lots;
- 96 semi-detached units;
- 14 single detached units with basement apartments for a total of 28 units;
- 5 multiple unit dwellings consisting of three 36-unit buildings, two 40-unit buildings and six 8-unit buildings for a total of 236 units; and
- 2 senior's housing projects with a maximum of 120-units total.

A total of 100 lots were developed in the late 1990's off Moirs Mill Road, Ahmadi Crescent, Richardson Drive and Baha Court. The existing development agreement from 1995 stipulates that no more than 100 lots may be developed until such time as a collector road is constructed between Moirs Mill Road and Hammonds Plains Road to the north. This provision was included at the time because the only route out of the subdivision was eastward to the Bedford Highway and there was a desire to allow for some initial development to take place while also securing an access to Hammonds Plains Road as called for by the Bedford MPS.

Proposal Details

The applicant proposes to amend the existing agreement to allow for the previously approved development consisting of 214 single-unit dwellings to happen at this time, prior to completing the collector road connection from Moirs Mill Road to Hammonds Plains Road. The primary reasoning for this proposal is that there have been changes to the surrounding road network which allows for connections to alternative routes out of the proposed subdivision and to the Bicentennial Highway (102) as well as better functionality and efficiency of water and sewer services. As a result, the applicant's request is to allow for low-density residential development consisting of 214 additional single unit dwellings, a small neighbourhood commercial parcel and parks and open spaces. The proposal includes the extension of existing streets and construction of new streets between Moirs Mill Road and Nine Mile Drive (refer to Attachment A and Schedules B-1, G and H), encompassing approximately 56 of the original 221 acres. The major aspects of the proposal are as follows:

- 77 standard single-unit dwellings and 137 small-lot residential dwellings for a total of 214 single unit dwellings. The smaller lots, referred to in the agreement as R-0 type lots, are more narrow than traditional lots and allow for houses to be located close to or on the side property line, provided there is at least 12 feet between houses;
- Allowance in Phase 1 for 7 of those new dwellings to be constructed on the existing Baha Court cul-de-sac, thereby allowing for development approval where services are already in place;
- Construction of an extension of Moir's Mill Road which will link to an extension of Nine Mile Drive (collector street) in the first phase involving road construction (Phase 2), thereby creating access to Larry Uteck Boulevard and Highway 102 and eliminating past concerns related a lack of second access;
- Extensions of two local streets (Ahmadi Crescent and Richardson Drive) and construction of three new local streets;

- Off-site completion of an existing sidewalk along the western side of Nine Mile Drive, from Nine Mile Drive Park to Oceanview Drive, the cost of which will be the responsibility of the developer;
- One small commercial site at the proposed intersection of Moirs Mill Road and Nine Mile Drive;
- Potential for one small lot on Oceanview Drive in the current location of the HRM-owned Richardson Drive right-of-way, if deemed surplus to municipal needs, as that location will not be used for a new street entrance;
- Two new park areas, an expansion of an existing park (treed area) at the end of Ahmadi Crescent, and two open space areas, as follows:
 - Park P1 (1 hectare/ 2.4 acres) which will front on Nine Mile Drive extension and be located between two proposed culs-de-sac, and will include a crusher dust trail linking to walkways, the two local streets and Moirs Mill Road;
 - Park P2 (1,700 sq.m./ 0.42 acre) is an active-recreation community park to be located on Nine Mile Drive extension providing the possibility of future expansion when the southern corner is developed;
 - Park P3 (1,295 sq.m./ 0.32 acres) is a small, southern expansion of the existing treed park or environmental reserve area on Ahmadi Crescent which includes an existing trail and which will provide additional street frontage on Ahmadi Crescent;
 - Parcel O1 (open space of 2,600 sq.m./ 0.64 acre) is located along Moirs Mill Road which includes water and storm pipe infrastructure as well as an asphalt walkway over top. The existing street frontage includes a guardrail and community mailboxes. Therefore, this land will be taken over by HRM but does not meet parkland criteria and will not count towards total park dedication; and
 - Parcel O2 (open space of 1.4 ha/ 3.48 acres) at the end of Baha Court and Road 'E' cul-de-sac, is contiguous to existing HRM open space on Navigation Way. This land will also be taken over by HRM but does not meet parkland criteria and will not count towards total park dedication.
- New walkways and trails which link the new streets with parks and open spaces. Collector road "Nine Mile Drive" will be constructed with a sidewalk on the north side and a multi-use pathway on the south side, while Moirs Mill Road will have sidewalks on both sides, one of which could be changed to a multi-use trail;
- Increase of setback from watercourses, from 50 feet to 66 feet (20 metres);
- New detailed water quality monitoring program and testing requirements for Paper Mill Lake;
- A requirement that no additional development take place, beyond the subject 214 units and commercial lot, until such time as the collector road (Nine Mile Drive) is constructed between Kearney Run and the Hammonds Plains Road, which is illustrated on Map 1 of the Bedford MPS; and
- Updates, including new clauses and clarifications to the development agreement to bring it in line with current standards for the subdivision and development of the lands.

Remaining Undeveloped Lands

As noted above, the current proposal encompasses 56 of the original 221 acres. The remaining vacant lands in the southern corner (labelled "Future Development" on Schedule B-1) and the northern half of the lands (north of 'Kearney Run', from the southern end of Paper Mill Lake to Hammonds Plains Road) are not proposed to be developed at this time and will still be governed by the existing agreement from 1995 unless the agreement is either discharged or amended again in the future.

The northern portion of the lands has been slightly reduced in area due to an expropriation by the province to provide additional right-of-way for the future Highway 102/113 interchange. The draft amending agreement requires that any development of the northern half of the lands or the southern corner (labelled "Future Development") will require the construction of the Nine Mile Drive collector road from Kearney Run to the Hammonds Plains Road, which is anticipated to also require the construction of a bridge over Kearney Run.

Table 7 of the June 2023 draft of the Regional Plan¹ indicates that any policy changes regarding future development on the remaining lands will be resourced separately and handled through either the Suburban Plan process or through site-specific MPS amendments by the Strategic Projects team. It is anticipated that a staff report on this matter will be proceeding to Regional Council in the coming months.

File History

The following provides a brief history of the current proposal and how it has changed since its original submission:

- 2016- An application was submitted which proposed the development of 60 lots off Baha Court and Richardson Drive prior to the completion of a collector road between Moirs Mill Road and Hammonds Plains Road. This proposal included a road connection to Oceanview Drive;
- 2017- A public information meeting was held in September;
- 2018-2019- Applicant and staff worked through various development scenarios in keeping with the original agreement;
- 2019- A revised proposal was submitted in late 2019;
- 2021- Public engagement factsheet (via mail) and a survey carried out on ShapeYourCityHalifax.ca was undertaken in December 2020 and January 2021;
- 2021-2023- The planning file was inactive for a period of time while the applicant worked through technical issues with HRM Engineering staff regarding road design. This resulted in the issuance of variances to the HRM Municipal Design Guidelines (road design standards) in spring of 2023, as noted below;
- 2024- Staff mailed out an information fact sheet to residents in March of 2024 to provide an update on the proposal prior to proceeding to Council with this report.

Variances to Municipal Design Guidelines (Street Infrastructure)

The applicant has applied for and been granted variances to the Municipal Design Guidelines related to the design of street infrastructure, subject to conditions. These variances were granted in spring of 2023, which subsequently allowed the details of the amending development agreement to be finalized. The variances are separate from the requirements of the development agreement process and were granted by the Municipal Engineer, as follows:

- To allow a reduction in the design speed of Nine Mile Drive from 70 km/h to 60 km/h (subject to meeting 60km geometric requirements such as sight lines, horizontal and vertical curves);
- To allow a maximum grade of Nine Mile Drive (minor collector) of 8% in some locations, with the exception of bus stop locations where the grade of the road is to remain at 6% or less where possible; and
- To allow for a maximum 260 metre length of cul-de-sac for proposed Road 'K', as approved in the original development agreement, subject to providing walkways as shown on Schedule B-1 (Attachment A).

Enabling Policy and Land Use By-law (LUB) Context

The subject site is designated RCDD (Residential Comprehensive Development District) pursuant to the Bedford Municipal Planning Strategy (MPS). The property is currently zoned RCDD (Residential Comprehensive Development District zone) under the Bedford Land Use By-law (Maps 1 and 2). Policies R-16 and Z-3 of the MPS allow for the consideration of amendments to development agreements for lands which are zoned RCDD.

The subject proposal is being considered pursuant to the applicable policies of the MPS and the Regional MPS. A review of the relevant policies is contained in Attachment C.

¹ <https://cdn.halifax.ca/sites/default/files/documents/city-hall/regional-council/230620cow4.pdf>

PAC Recommendation

While amendments to the HRM Charter placed a temporary, 3-year stay on recommendations from various planning advisory committees, this proposal had been reviewed by the North West Planning Advisory Committee (NWPAC) on March 31, 2021, prior to the adoption of those amendments by the Province.

For information purposes, the NWPAC recommended that the proposal be approved, as follows:

THAT the North West Planning Advisory Committee has reviewed the application for case 20507 and recommends approval of the application with consideration given to ensuring protections are in place for the construction of the bridge on the connector road between Hammonds Plains Road and Moirs Mill Road, and to ensuring that the connector road between Hammonds Plains Road and Moirs Mill Road is made after the additional 214 units are developed.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through the following methods:

- providing information and seeking comments through the HRM website;
- signage posted on the subject site;
- In September of 2017, a public information meeting was held on the original 60-lot proposal;
- In December 2020 & January 2021, a public engagement factsheet (via mail to 825 households), a pre-recorded presentation, FAQ and an online survey were carried out on ShapeYourCityHalifax.ca on the revised 214-lot proposal. The FAQ are located [here](#), and a link to Public Engagement Survey Results are [here](#); and
- An information fact sheet mailed to 1,287 households in March 2024 to provide an update on the status of the proposal. As the proposal has not substantively changed since January 2021, it was not necessary to undergo further engagement prior to a public hearing by Community Council.

With regard to the December 2020 & January 2021 public engagement, staff mailed 825 factsheet notices, received approximately 110 phone calls and emails and there were 956 webpage views. The following comments and concerns regarding the development agreement proposal were raised at the time of the December 2020 & January 2021 public engagement:

- A desire to have the road connection made between Moirs Mill Road and Hammonds Plains Road. Other comments that the connection should not be made;
- Concern about traffic and pedestrian safety on existing neighbourhood streets, and with amount of traffic on Bedford Highway, Hammonds Plains Road and Larry Uteck roundabout;
- Comments against this type of car-dependant sprawling development, inefficient use of land, no sense of community;
- Concern about environmental impacts, potential impacts on the lake water quality, and flooding concerns;
- Concern with loss of green space (undeveloped land), comments against development around Paper Mill Lake, that it should be purchased by HRM as parkland instead of being developed, or have more park space included;
- Comments that having Moirs Mill Road connect to Nine Mile Drive/ Larry Uteck Drive will improve traffic circulation and provide an alternate route out of subdivision;
- Positive comments that Richardson Drive will not connect to Oceanview Drive on the revised plan;
- Comments that new homes are needed, and that low-density development proposed is positive;
- Concerns with school capacity;
- Concerns with water pressure, other water servicing issues;
- Need for more affordable housing and more density;
- Increase the size of lots, there are too many small lots;

- Not in favour of parkland behind homes on Baha Court, trees should be left there;
- Concern with construction noise and dust.

A public hearing must be held by North West Community Council before consideration can be given to the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to a notice of the hearing published on the Municipality's website at least seven days before the date of the public hearing, property owners within the notification area shown on Map 3 will be notified of the hearing by regular mail.

DISCUSSION

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

Proposed Development Agreement

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

- A new schedule in the agreement which pertains to the revised site plan details;
- New schedules outlining the details of a water quality monitoring program and testing locations for Paper Mill Lake, which is similar to other recent testing requirements for Bedford West and Penhorn Future Growth Node development agreements;
- The proposed residential lots are limited to single unit dwellings, both standard size and small lot or R-0 type, for a total of 214 residential units;
- Clarification of the lot development standards and requirements such as lot area, frontage, yard setbacks and building coverage;
- The proposed neighbourhood commercial site is limited in size and to uses permitted in the Mainstreet Commercial zone of the Bedford LUB;
- The location, size, and intended use of park and open spaces;
- Requirements for the developer to cover the off-site cost and construction of a walkway linking to Oceanview Drive and the completion of the existing sidewalk on the west side of Nine Mile Drive, so that it runs northward from the community park to the subject lands;
- Phasing of the development so that the first 7 lots are on an existing street (Baha Court), and a requirement that the construction of collector roads Moirs Mill Road and Nine Mile Drive will connect to existing Nine Mile Drive within the first phase of road construction, thereby allowing for vehicle access to Larry Uteck Boulevard and Highway 102 as well as pedestrian and AT routes on both sides of the collector roads;
- Clarification that the Nine Mile Drive collector road extension between Moirs Mill Road and Hammonds Plains Road is still required prior to any future development beyond the proposed 214 units;
- Allowances for a construction laydown area, temporary construction office and sales office;
- Several new clauses and sections are added to the agreement to reflect current HRM standards and requirements that are included in new development agreements;
- Allows the subdivision proposal to be exempt from the 'concept' subdivision stage, thereby allowing the applicant to proceed to final subdivision application; and
- Non-substantive amendment process to allow for changes, if necessary, to the dates for commencement and completion of development.

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

Changes to Approved Conceptual Subdivision Design

The proposed changes to the conceptual site plan of the original agreement (Schedule "B" of Attachment B) are relatively minor in nature and meet the intent of the MPS. These changes are as follows:

- There will be no connection of Richardson Drive to Oceanview Drive; instead, the only street connection along the southern boundary will be to Nine Mile Drive at this time;
- Changes to formerly approved parkland and one new park to reflect current parkland criteria and standards, as follows:
 - Two park areas (O1 and O2) will be accepted as open space areas which do not meet parkland criteria and will not count towards total park dedication, but will be owned by HRM;
 - Elimination of one park area abutting Kearney Run which will have stormwater infrastructure and will not meet current parkland criteria; and
 - A new community park is proposed off the Nine Mile Drive collector which will be expandable in the event of future development of the southern corner of the site;
- Replacement of some semi-detached dwellings and standard single-unit dwellings with small-lot singles, elimination of some two-unit dwellings (single units with basement apartments) and replacing them with standard single-unit dwellings; and
- Slight relocation of the commercial site on Nine Mile Drive from a location opposite the extension of Ahmadi Crescent (near Kearney Run) to a location further south, opposite the intersection with Moirs Mill Road.

Land Use Compatibility and MPS Support for Housing

This proposal for low-density residential development is similar to and compatible with the existing, surrounding development of Bedford Village/ Paper Mill subdivision and is slightly lower in density than Crestview subdivision. The MPS designates the site for future residential development. While the MPS provides for a mix of land uses and allows for slightly higher densities (up to 6 units per acre) than that proposed (4.5 units/acre), the immediately abutting properties are primarily and similarly low-density residential in nature. The proposed commercial site along Nine Mile Drive is limited to two storeys in height, will be located adjacent to the Highway 102, and will be subject to architectural guidelines in the agreement. Therefore, the proposal meets the MPS in this regard.

Environmental and Water Quality Monitoring Measures

The original agreement requires that water quality testing of Paper Mill Lake be carried out but does not set parameters for this testing. However, water testing of Paper Mill Lake is currently being carried out under the municipality's Lake Watchers Program and as required by the Bedford West development agreement. The proposed amendments to the agreement include a new clause and schedules which outline the details of a water quality monitoring program including the developer's responsibilities (both in conjunction with Lake Watchers and in the event the Lake Watchers program ends) and a schedule which illustrates testing locations within Paper Mill Lake. These schedules bring the agreement up to date regarding water quality testing and are similar to the requirements in other recent developments, as noted above.

With regards to other environmental measures, the original agreement includes clauses regarding site disturbance and tree retention on individual lots and requires the developer to prepare and submit an Environmental Protection Plan (EPP) prior to any construction on the site. An additional environmental measure of the amending agreement is the increase in the required setback from watercourses, from 50 feet in the original agreement to 66 feet (20 metres). Within that setback area, there will be no tree cutting or site disturbance permitted.

Traffic/ Transportation and Second Access

A Traffic Impact Statement, prepared by WSP consultants dated December 2019, has been reviewed by Development Engineering and Traffic Management staff and has been deemed acceptable. The TIS concluded that trips generated by the proposed development are not expected to have a significant impact to levels of performance on adjacent intersections or to the regional road network.

The proposal was changed due to public feedback following the 2020-21 public engagement so that Richardson Drive is now proposed to connect to Nine Mile Drive instead of Oceanview Drive. The TIS indicates that this change will result in a decrease in traffic on Oceanview Drive.

At the time that the original agreement was approved, there were concerns with a lack of a second access, other than the two existing access points to the Bedford Highway in relatively close proximity (Moirs Mill Road and Nelsons Landing Boulevard). Those concerns have been alleviated due to the construction of Bedford South, including Nine Mile Drive and the completion of the Larry Uteck Boulevard/Highway 102 interchange. Map 1 of the Bedford MPS still requires an eventual connection of Nine Mile Drive to Hammonds Plains Road. The existing agreement and the proposed amending agreement also require this connection, but the amending DA postpones it until any additional lands (beyond the 214 lots) are developed.

When completed, the proposed development will provide for both active transportation and transit linkages to the existing transportation network (refer to Priorities Plans section below).

Municipal Services

There have been no concerns raised with regards to water and sewer services. Since the time that the original agreement was approved, there have been upgrades to and expansion of the service systems in the area as a result of the development of Bedford South. The applicant has prepared a hydraulic model analysis of the water system to review the functionality and efficiency of the system. This analysis has been reviewed by Halifax Water and has been deemed acceptable for the development agreement stage. More detailed information regarding water and sewer/ stormwater services will be reviewed at the subdivision stage.

School Capacity

The proposal has been reviewed by Halifax Regional Centre for Education (HRCE). While the proposed Bedford Village/ Paper Mill Lake development is not in itself a concern, the cumulative effect of this proposal with other planned projects in the area, including the Bedford Commons and Sandy Lake developments, does pose longer term concerns with school capacity. There will eventually be a need for new schools in this area. However, in the short term, HRCE will continue to look at temporary measures that can be put in place, such as modular classrooms, or readjusting school boundaries or grade-change scenarios to alter enrolment if necessary.

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 priority plans often contain policies which were originally 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 policies of the Integrated Mobility Plan were identified as most relevant to this application and were used to inform the recommendation within this report.

The Integrated Mobility Plan (IMP) guides investment in active transportation, transit, transportation demand management, goods movements, and the roadway network. The subject site is within the Urban Transit Service Boundary and the completion of Moirs Mill Road and connection to Nine Mile Drive extension will allow for a future route and bus stops to be located along these streets, providing another connection from Larry Uteck Boulevard to the Bedford Highway. Regarding active transportation, there will be additional sidewalks, walkways, and trails linking the new streets with parks and open spaces, as well as the off-site completion of the existing sidewalk along the western side of Nine Mile Drive. The proposed development with its street connections and additional residential dwellings furthers the intent of the IMP by adding residential density, a potential transit route and additional pedestrian connections, helping to

contribute towards creating complete communities. As such, the proposed development furthers the intent of the IMP and is not expected to have any impact on the findings and implementation of the Functional Plan.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that it is reasonably consistent with the intent of the MPS. The proposed amending development agreement allows for the extension of the low-density residential subdivision and single-unit dwellings on the site with adequate controls and measures in place to reduce impacts on the adjacent and similar low-density residential neighbourhood. Therefore, staff recommend that North West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

The applicant will be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2024-2025 operating budget for Planning and Development.

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. North West Community Council may choose to approve the proposed amending development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed amending development agreement, and in doing so, must provide reasons why the proposed amending 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*.

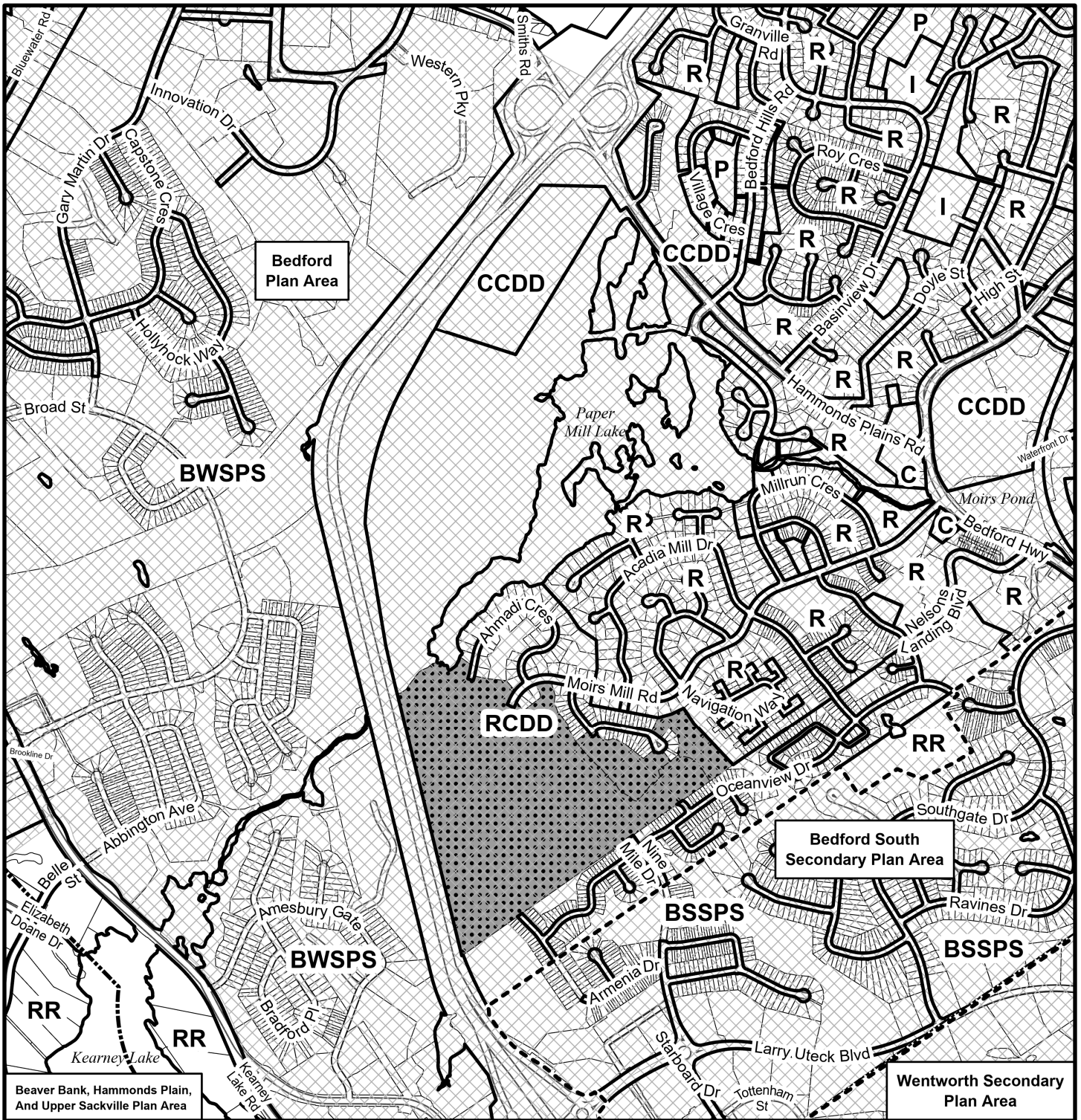
ATTACHMENTS

Map 1: Generalized Future Land Use
Map 2: Zoning
Map 3: Notification Area

Attachment A: Proposed Amending Development Agreement
Attachment B: Original Development Agreement
Attachment C: Review of Relevant MPS Policies

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





Report Prepared by: Paul Sampson, Planner II, 902.717.8125



Beaver Bank, Hammonds Plain, And Upper Sackville Plan Area

Map 1 - Generalized Future Land Use

Paper Mill Lake, Bedford

-  Subject Properties
-  Plan Area Boundary
-  Detailed Plan Area
-  Urban Service Area

Bedford Plan Area

Beaver Bank, Hammonds Plain And Upper Sackville

Bedford

- BWSPS Bedford West Secondary Planning Strategy
- BSSPS Bedford South Secondary Planning Strategy
- C Commercial
- CCDD Commercial Comprehensive Development District
- I Institutional
- P Park and Recreation
- R Residential
- RCDD Residential Comprehensive Development District
- RR Residential Reserve

RR Rural Resource



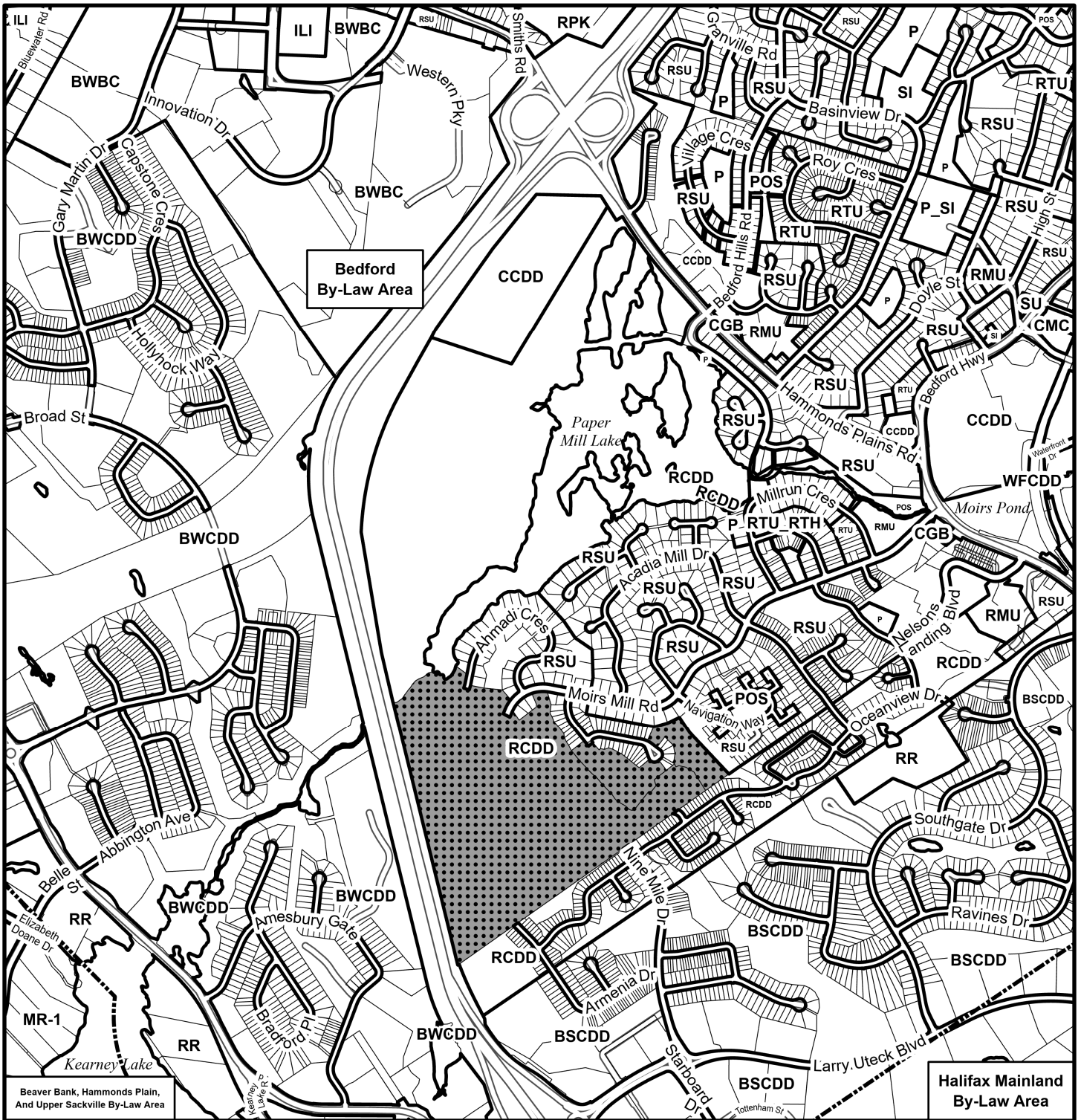
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This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

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



Map 2 - Zoning

Paper Mill Lake,
Bedford

-  Subject Properties
-  By-Law Area Boundary

Bedford
Land Use By-Law

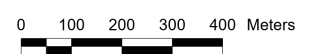
Beaver Bank, Hammonds Plain
And Upper Sackville

Bedford

- BSCDD Bedford South Comprehensive Development District
- BWBC Bedford West Business Campus
- BWCDD Bedford West Comprehensive Development District
- CCDD Commercial Comprehensive Development District
- CGB General Business District
- CMC Mainstreet Commercial
- ILI Light Industrial
- P Park
- POS Park Open Space
- RMU Multiple Dwelling Unit
- RPK Regional Park
- RR Residential Reserve
- RSU Single Dwelling Unit
- RTU Two Dwelling Unit
- SI Institutional
- WFCDD Waterfront Comprehensive Development District
- MR-1 Mixed Resource
- RR Rural Resource

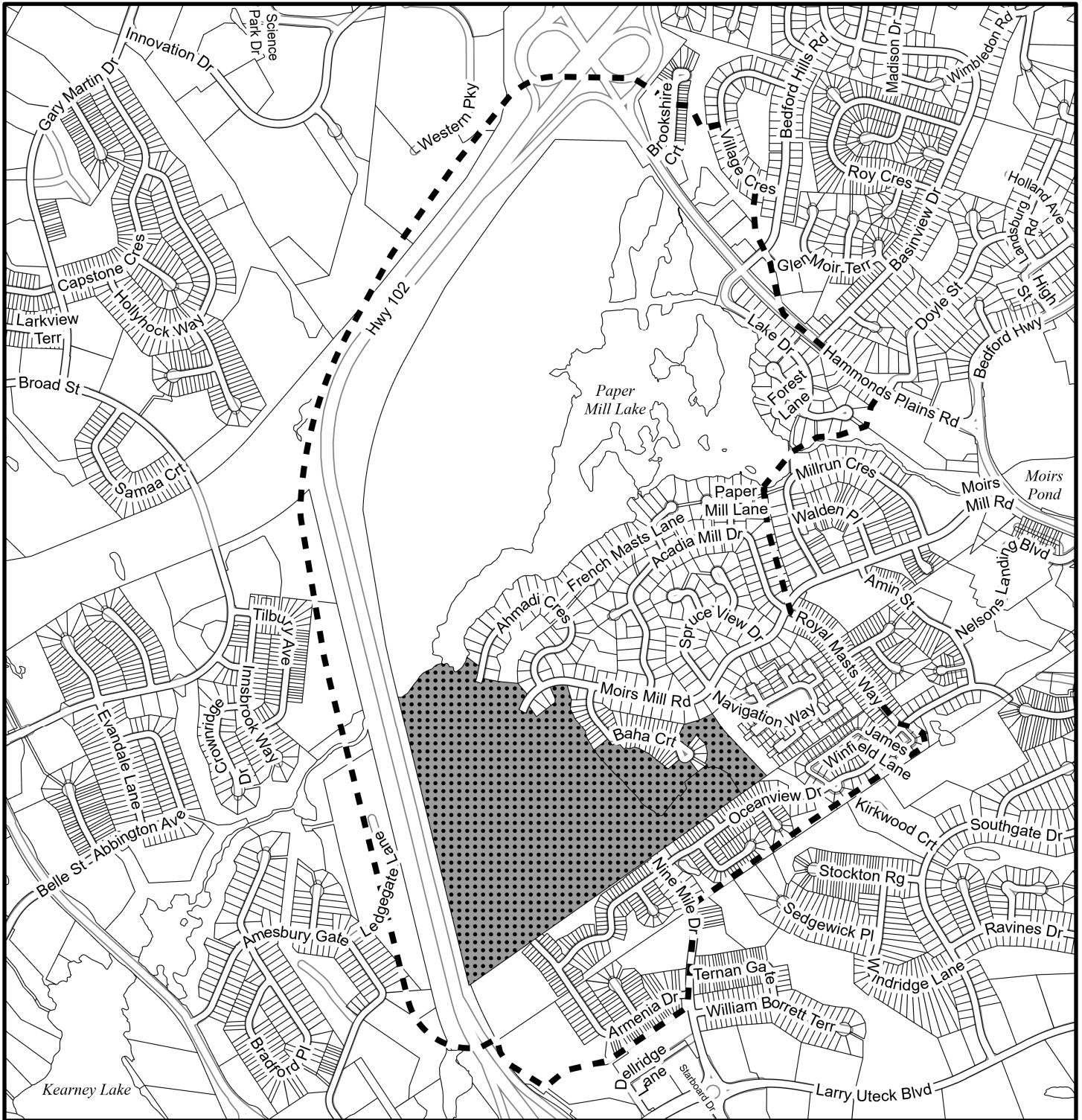


HALIFAX



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


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



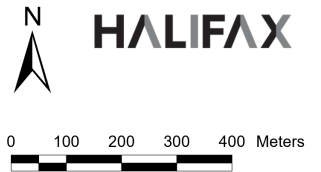
Map 3 - Notification Area

Paper Mill Lake,
Bedford

 Subject Properties

 Area of Notification

Bedford
Land Use By-Law



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

Attachment A: Proposed Amending Development Agreement

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

BETWEEN:

[Insert Name of Corporation/Business LTD.]

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at PIDs, 00428375, 40810228, 40810210, on Moirs Mill Road and Nine Mile Drive, Bedford, and which said Lands are more particularly described in Schedule A hereto (hereinafter called the "Schedule A Lands");

AND WHEREAS the Municipality is the registered owner of PID 40772980 Oceanview Drive, Bedford, and which said lands are more particularly described in Schedule A-1 hereto (hereinafter called the "Richardson Road Reserve Lands");

AND WHEREAS the Schedule A Lands and Richardson Road Reserve Lands are collectively referred to as the "Schedule B-1 Lands".

AND WHEREAS the former Town of Bedford approved an application to enter into a development agreement to allow for a Comprehensive Residential Development District development on a large area of land located around Papermill Lake which included the Lands (Municipal Case 95-01) which said Development Agreement was registered at the Land Registration Office in Halifax on June 19, 1995 in Book 5732 and Pages 250-282 (hereinafter called the "Original Agreement");

AND WHEREAS the Developer has requested substantive amendments to the Original Agreement to allow for additional development on the Lands prior to the construction of the connector road on the northern portion of the Lands pursuant to the provisions of the Halifax Regional Municipality Charter and pursuant to Policies R-9, R-11, R-12A, R-12B, R-12C and R-16 of the Bedford Municipal Planning Strategy and Part 4 Section 3(b) of the Bedford Land Use By-law;

AND WHEREAS one hundred lots were developed in accordance with the Original Agreement and it is intended that this First Amending Agreement only apply to the Schedule B-1 Lands and not the lands already developed under the Original Agreement;

AND WHEREAS the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 20507;

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

1. Except where specifically varied by this First Amending Agreement, all other conditions and provisions of the Original Agreement shall remain in effect.
2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement and the Original Agreement.
3. The Recitals of the Original Agreement are amended to add the following text shown in bold immediately after the first recital:

AND WHEREAS this Agreement has been amended to develop the lands located within the phasing boundary on Schedule B-1, hereby referred to as the Schedule B-1 Lands;

4. Section 22 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:
 - (a) Schedule "A"- legal description of the lands;
 - (b) Schedule "B" - site plans, conceptual plans, supporting technical documents and renderings;
 - (c) Schedule "C" - special component requirements;
 - (d) Schedule "D" - architectural guidelines;
 - (e) ~~*Intentionally Deleted Schedule "E" parameters re modifications to street and servicing design standards;~~
 - (f) Schedule "F" - terms of reference for detailed stormwater management plan.
 - (g) Schedule "B-1"- Site Plan Details South of Kearney Run**
 - (h) Schedule "G" - Water Quality Monitoring Program**
 - (i) Schedule "H" - Water Quality Monitoring Plan**

5. The Original Agreement shall be amended by deleting the following Schedules:
~~Schedule E - parameters re: modifications to street and servicing design standards;~~

And inserting the following Schedules:

Schedule "B-1"	Site Plan Details South of Kearney Run
Schedule "G"	Water Quality Monitoring Program
Schedule "H"	Water Quality Monitoring Plan

6. The Original Agreement shall be amended by deleting all text references to Schedule E.

7. Sections 2 (a) and 2 (b) of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

(a) A mixed residential component consisting of Single Detached Dwellings, Semi-Detached Dwellings, ~~Single Detached Dwellings with basement apartments,~~ Multiple-Unit Dwellings and two (2) Senior Citizens Projects. **All single detached dwellings shall meet the requirements of the RSU zone of the Land Use By-law, with the exception that the requirements of Schedule C of this Agreement under the heading “Lot Area, Frontage and Yard” shall apply;**

(b) A neighbourhood commercial component as defined in the Land Use By-law which, for further clarity, may include a neighbourhood convenience store **and shall meet the requirements of the Mainstreet Commercial Zone, with the exception that residential dwelling units shall not be permitted and architectural design shall comply with Schedule D. In the event of a conflict between the Mainstreet Commercial zone and this Agreement, including Schedule D, the requirements of this Agreement, including Schedule D, shall prevail;**

8. Section 4 (7) of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the following text as shown in bold as follows:

The Project shall incorporate a path and walkway component ~~consistent with the Town's Major Path and Walkway System and~~ in accordance with the detailed requirements on that component as contained in Schedules **“B-1” and “C”** to this Agreement.

9. Section 4(14) of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

Modifications to ~~Town~~-street and servicing design standards **and road layout** may be considered within the parameters ~~set out in Schedule “E” to this Agreement~~ **of the current version of the Municipality’s Municipal Design Guidelines and Halifax Water Design and Construction Specifications, as amended from time to time, and any variances approved by the Municipal Engineer.**

10. Section 8 of the Original Agreement shall be amended by inserting the following text, immediately following Section 8 (2), as shown in bold as follows:

(3) Further to Sections 8(1) and 8(2), prior to any site work on the Schedule B-1 Lands, the Developer shall, either in association with the Municipality’s Lake Watchers Program or through the developer’s own means, carry out a detailed water quality monitoring program which, in the opinion of the Development Officer, conforms with the requirements of Schedules G and H.

11. Section 10 (2) of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

The stormwater management plan shall be provided by the Developer to the Development Officer ~~of the Town, who shall, after consulting with the Bedford Water Advisory Committee~~ **Regional Watersheds Advisory Board, or its successor,** and the ~~Town’s Director of Engineering and Works,~~ approve or disapprove of said plan.

12. Section 12 of the Original Agreement shall be amended by inserting the text shown in bold, immediately following Section 12(3), as follows:

(4) Requirements Prior to Approval

- (a) **Prior to the commencement of any site work on the Schedule B-1 Lands, with the exception of Phase 1 (the proposed seven lots on Baha Court), the Developer shall submit to the Development Officer the following documentation with the application for final subdivision approval:**
- i) a Grade Alteration Permit in accordance with By-law G-200 and Section 30.2.1 of this Agreement;**
 - ii) the results of the water quality monitoring program in accordance with Section 8 of this Agreement; and**
 - iii) an Environmental Study in accordance with Sections 9 and 13 of this Agreement;**
- (b) **Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Schedule B-1 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.**

13. Section 13 of the Original Agreement shall be amended by inserting the following text, immediately following Section 13 (4), as shown in bold:

- (5) Notwithstanding other clauses in this First Amending Agreement, a construction lay-down area shall be permitted in the area generally shown on Schedule "B-1". The construction laydown area may be used for items related to: the temporary storage of rock, aggregates and other material to be used for the construction of streets and municipal services; vehicle and equipment parking and storage; a portable rock crusher to generate gravels and gravel stockpiles; and a temporary construction office pursuant to Part 5, Section 6 of the Land Use By-law.**
- (6) A model home or other structure used as a temporary sales office shall be permitted on site within the Schedule B-1 Lands, in addition to the temporary construction office noted in Section 5 above, subject to Part 5, Section 7 of the Land Use By-law.**
- (7) The environmental study referenced in Section 9 of this Agreement shall address environmental protection measures for the construction laydown area including erosion and sedimentation controls to be in place during and after construction.**

14. The heading of Section 14 of the Original Agreement shall be amended by inserting the text shown in bold as follows:

Phasing and Subdivision

15. Section 14 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

(2) The Developer shall be allowed to ~~create no more than 100 residential units~~ **develop the Schedule B-1 Lands in accordance with Schedule "B-1"** prior to the completion of collector Road N/A **"Nine Mile Drive," beginning south of** ~~which is to run from Moirs Mill Road~~ **Kearney Run, connecting to the existing segment of the collector road that runs into** ~~to~~ Hammonds Plains Road. **No further development, including any development of the portion of the lands north of Kearney Run (PID No. 00360677) or the lands shown as "Future Development (28.6 ac.)" in the southern corner of Schedule B-1, shall take place until the collector Road "Nine Mile Drive" is constructed from Kearney Run** ~~to Hammonds Plains Road~~ **to Hammonds Plains Road and accepted by the Municipality.**

(3) **Subdivision applications shall be submitted to the Development Officer in accordance with the Phasing as shown on Schedule "B-1". Nothing in this First Amending Agreement precludes the Developer from constructing any of the phases concurrently. Construction of Nine Mile Drive from Moirs Mill Road to Oceanview Drive shall be completed and accepted by the Municipality prior to any subdivision approvals to create individual lots within Phase 2.**

(4) **This First Amending Agreement and Schedule "B-1" (with the exception of lands shown as "Future Development" (28.6 ac.)) meets the requirements of the Subdivision By-law with respect to concept plan approval referred to as the "Concept Subdivision Application" process in the Subdivision By-law.**

16. Section 17 (1) of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text as shown in bold as follows:

(1) Any substantial ~~ve~~ amendment to this agreement shall be subject to the procedures provided for in the ***Halifax Regional Municipality Charter; Planning Act*** ~~(Nova Scotia)~~

17. Section 17 (2) of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the following text as shown in bold as follows:

(2) ~~Amendments which are deemed by parties to be not substantial are the following:~~ **The following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:**

(a) Any decrease in the gross density of the development:

(b) The conversion of the site which has been proposed for school or public recreational facility, in the event that the said site is not acquired by the Town, to further

residential development subject to approval of detailed site plans for such residential development by the Development Officer in accordance with other clauses of this Agreement and in accordance with the policies of the Municipal Planning Strategy for the Town of Bedford;

- (c) **The granting of an extension to the date of commencement of development as identified in Section 31.3 of this First Amending Agreement; and**
- (d) **The granting of an extension to the length of time for the completion of the development as identified in Section 31.4 of this First Amending Agreement.**

18. Section 18 of the Original Agreement shall be amended by inserting the following clauses as shown in bold immediately following 18 (4):

- (5) **The Developer shall be responsible for the cost of design and construction of a walkway to municipal standards as approved by the Development Officer up to and over the existing Richardson Drive road reserve (PID 40772980) to Oceanview Drive, as shown on Schedule B-1. The remainder of the Richardson Drive road reserve not required for the walkway, if deemed surplus by the municipality and deemed to be zoned RCDD, may be used for small lot or zero lot line single detached dwelling purposes only if the terms of this Agreement can be met; and**
- (6) **The Developer shall be responsible for the cost of design and construction of a multi-purpose walkway or sidewalk (or combination thereof), to the satisfaction of the Development Officer, along the western side of Nine Mile Drive between the Schedule B-1 Lands and the existing sidewalk to the south of Civic No. 533 Nine Mile Drive.**

19. The Original Agreement shall be amended by inserting the following text as shown in bold immediately following Section 22:

- 22A Notwithstanding Schedule “B”, the Schedule B-1 Lands shall be developed in conformance with Schedule B-1 of this First Amending Agreement instead of Schedule “B” of the Original Agreement, except for the lands shown as “Future Development (28.64 ac.)” in the southern corner of Schedule B-1, the development of which shall require a substantive amendment to or a discharge from this agreement.**

20. Section 25 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the following text as shown in bold, as follows:

- 25. **Intentionally deleted.** ~~This Agreement may be reviewed within fifteen (15) years from the date of the execution of the Agreement and at that time the Town may, with the consent of the developer:~~
 - ~~(a) leave the Agreement as is;~~
 - ~~(b) negotiate a new agreement;~~
 - ~~(c) discharge this agreement on the condition that the Developer’s rights hereunder are preserved by accommodating these uses in the Municipal Planning Strategy and Land Use By law of the Town.~~

21. The Original Agreement shall be amended by inserting the following text as shown in bold immediately following Section 27:

27A. The following sections of the Original Agreement shall not apply to the Schedule B-1 Lands, with the exception of the Lands shown as “Future Development (28.64 ac.)” :

- **Sections 5, 6, 10, 13(4), 14(1), 15, 16(1);**
- **Schedule “B” and Schedule “F”;**
- **clause “(a)” of Schedule “C” under the heading “Landscaping”;** and
- **clause “(d)” of Schedule “C” under the heading “Site Disturbance and Tree Retention”.**

Section 7(1) of the Original Agreement shall not apply to Phase 1 (seven lots on Baha Court) of the Schedule B-1 Lands.

27B. The following Sections 28, 29, 30, 31, and 32 shall apply to the Schedule B-1 Lands, with the exception of the Lands shown as “Future Development (28.64 ac.)” in the southern corner of Schedule “B-1”.

28 GENERAL REQUIREMENTS AND ADMINISTRATION

28.1 Applicability of Land Use By-Law and Subdivision By-Law

28.1.1 Except as otherwise provided for herein, the development, use and subdivision of the Schedule B-1 Lands shall comply with the requirements of the Land Use By-law for Bedford and the Regional Subdivision By-law, as may be amended from time to time.

28.1.2 Variance applications enabled under Section 250 of the Halifax Regional Municipality Charter shall be permitted.

28.2 Applicability of Other By-Laws, Statues and Regulations

28.2.1 Further to Section 28.1, 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 Schedule B-1 Lands (other than the Land Use By-law for Bedford 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 Schedule B-1 Lands.

28.2.2 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.

28.3 Conflict

28.3.1 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 for Bedford to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

28.3.2 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.

28.4 Costs, Expenses, Liabilities and Obligations

28.4.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of the Original Agreement and First Amending Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Schedule B-1 Lands.

28.5 Lands

28.5.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Schedule B-1 Lands, excepting Oceanview Drive (PID 40772980), and that all owners of the Schedule B-1 Lands have entered into this Agreement.

29 STREETS AND MUNICIPAL SERVICES

29.1 General Provisions

29.1.1 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 Municipal Engineer prior to undertaking the work.

29.2 Off-Site Disturbance

29.2.1 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.

29.3 Site Preparation in a Subdivision

29.3.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer and in accordance with By-law G-200 (Grade Alteration By-law).

29.4 Outstanding Site Work

29.4.1 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.

30 ENVIRONMENTAL PROTECTION MEASURES

30.1 Private Storm Water Facilities

30.1.1 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.

30.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

30.2.1 Prior to the commencement of any site work on the Schedule B-1 Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) 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.

30.3 Archaeological Monitoring and Protection

30.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Schedule B-1 Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

30.4 Sulphide Bearing Materials

30.4.1 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 Schedule B-1 Lands.

31 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

31.1 Registration

31.1.1 A copy of this First Amending 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.

31.2 Subsequent Owners

31.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Schedule B-1 Lands which are the subject of this Agreement until this Agreement is discharged by the Municipality.

31.2.2 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).

31.3 Commencement of Development

31.3.1 In the event that development on the Schedule B-1 Lands, as shown on Schedule "B-1", has not commenced within five years from the date of the registration of this First Amending Agreement at the Land Registration Office in Halifax, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Schedule B-1 Lands shall conform with the provisions of the Land Use By-law.

31.3.2 For the purposes of this section, Commencement of Development shall mean the application for final subdivision approval for Phases 2, 3, or 4 as shown on Schedule "B-1".

31.3.2 For the purpose of this section, the Municipality may consider granting an extension of the Commencement of Development time period through a resolution as described in Section 17 (2) if the Municipality receives a written request from the Developer prior to five years from the date this First Amending Agreement is registered at the Land Registration Office.

31.4 Completion of Development

31.4.1 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the Schedule B-1 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 the Agreement and apply appropriate zoning pursuant to the Bedford Municipal Planning Strategy and Land Use By-law for Bedford, as may be amended from time to time.

31.4.2 For the purpose of this section, Completion of Development shall mean the issuance of an occupancy permit within each phase.

31.5 Discharge of Development

31.5.1 If the Developer fails to complete the development as shown on Schedule "B-1", after fifteen years from the date of registration of this First Amending Agreement at the Land Registration Office in Halifax, Council may review this First Amending Agreement, in whole or in part, and may:

- (a) Retain the First Amending Agreement in its present form;
- (b) Negotiate a new agreement;
- (c) Discharge this First Amending Agreement and the Schedule B-1 Lands shall conform with the provisions of the Land Use By-law.
- (d) For those portions of the development which are completed, discharge this First Amending Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Bedford as may be amended from time to time.

32 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

32.1 Enforcement

32.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Schedule B-1 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 Schedule B-1 Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

32.2 Failure to Comply

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

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby

submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;

(b) The Municipality may enter onto the Schedule B-1 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 Schedule B-1 Lands or from the performance of the covenants or remedial action, shall be a first lien on the Schedule B-1 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 Schedule B-1 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.

22. Schedule C of the Original Agreement, under the heading "Recreational Land", clauses a), b) and c) shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

(a) The Developer shall **be responsible for the cost of design and construction of all walkways shown on Schedule B-1 to municipal standards, as approved by the Development Officer** ~~construct the extension of the Major Path and Walkway System from the end of French Masts Lane to the Bicentennial Highway as per "the Plans"-.~~

(b) ~~i) The Developer shall construct a pathway through the parkland which lies between Road "H" and Road "K" as per "the Plans".~~ **Three parkland areas (labeled P1, P2 and P3) shall be deeded to the Municipality as shown on Schedule "B-1". These parcels satisfy the parkland dedication requirements of the Subdivision By-law for the Schedule B-1 Lands affected by this First Amending Agreement.**

ii) The Developer shall be responsible for the cost of design and construction of a trail on park P1, as generally shown on Schedule B-1, the design of which will be approved by the Development Officer in consultation with the Parkland Planner.

iii) Parkland labeled P2 shall be deeded to the Municipality as part of Phase 4. After the construction laydown area is no longer being used for the development of Schedule B-1 Lands affected by this First Amending Agreement, the Developer shall prepare parkland P2 with stabilizing ground cover and shall construct fencing along the side and rear property lines, as opposed to along the road frontage, prior to parkland acceptance by the Municipality. Outstanding work on Parcel P2 shall be secured prior to the acceptance of secondary services for phase 4, as outlined in the Regional Subdivision By-law. The security set out in section 15 (1) of the Original Agreement shall not apply to this First Amending Agreement.

- (c) The Developer shall construct walkways connecting cul-de-sac streets and leading to parkland and open space areas as per the Plans and in accordance with Town standards; **This clause does not apply to the area covered by the First Amending Agreement which shall provide walkways, parkland (labeled P1, P2, P3) and open land areas (labeled O1 and O2) as shown on Schedule "B-1". The open land areas (O1 and O2) may be deeded to the Municipality as open land and shall not be counted towards parkland dedication.**
23. In Schedule C of the Original Agreement, under the heading "Street Network", clause a) shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:
- a) Sidewalks shall be provided along ~~one side~~ **both sides** of the extension of Moirs Mill Road and ~~the main collector road "N/I"~~ any other collector streets within the project. **The extension of Moirs Mill Road may have a multi-use trail on one side and a sidewalk on the other side as an alternative to having sidewalks on both sides, if requested by the Municipality. Collector road "Nine Mile Drive" shall be constructed with a sidewalk on the north side and a multi-use pathway on the south side, in accordance with the Municipality's Municipal Design Guidelines and approved variances.**
24. In Schedule C of the Original Agreement, under the heading "Watercourse Protection", clause a) shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:
- a) **Notwithstanding the Watercourse Setbacks and Buffer requirements of the Land Use By-law, all** residential structures shall have a minimum setback of ~~fifty (50) feet~~ **20 metres** from any watercourse and there shall be no tree cutting or site disturbance within this ~~fifty (50) feet~~ **20 metre** buffer; and;
25. Schedule C of the Original Agreement, under the heading "Lot Area, Frontage and Yard" shall be amended by inserting the text shown in bold and deleting the text shown in ~~strikeout~~ as follows:
- (a) Lot area and frontage requirements **of the RESIDENTIAL SINGLE DWELLING UNIT (RSU) ZONE** may be reduced to a maximum of 50% for small lot and zero lot line **(R-0)** single detached units. **Standard single detached dwellings shall meet the requirements of the RSU zone;** and
- (b) Flag lots shall have a minimum of 30 feet of frontage; and
- (c) ~~Minor modifications~~ **Variances** to yard requirements for residential units may be considered at the time of detailed site plan approval **(permitting stage)**; and
- (d) The minimum separation distance between buildings for small lot and zero lot **line (R-0) single detached unit** configurations shall be 12 (twelve) feet, **the minimum side yard shall be zero (0) feet, and the minimum flankage yard shall be ten (10) feet;** and

- (e) **The maximum lot coverage for small lot and zero lot line (R-0) single detached units shall be 50%; and**
 - (f) **Accessory uses and structures shall comply with the requirements of the Land Use By-law. However, secondary suites and backyard suites shall not be permitted.**
23. **All remaining text references to the collector road “N/I” in clauses 18(2), Schedule C “Access” clause b) and Schedule C “Street Network” clause b) shall be replaced with references to collector road “Nine Mile Drive”.**
24. Schedule C of the Original Agreement, under the heading “Site Disturbance and Tree Retention” shall be amended by inserting the following text shown in bold, immediately following clause (d):
- (e) **Nothing in this agreement shall prohibit the removal of windblown, diseased or dead trees, deemed to be hazardous or unsafe. The selective removal of vegetation to maintain the overall health within a tree retention area or watercourse protection area may be authorized by the Development Officer where a management plan is submitted by a qualified arborist, landscape architect, forester or forestry technician.**

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

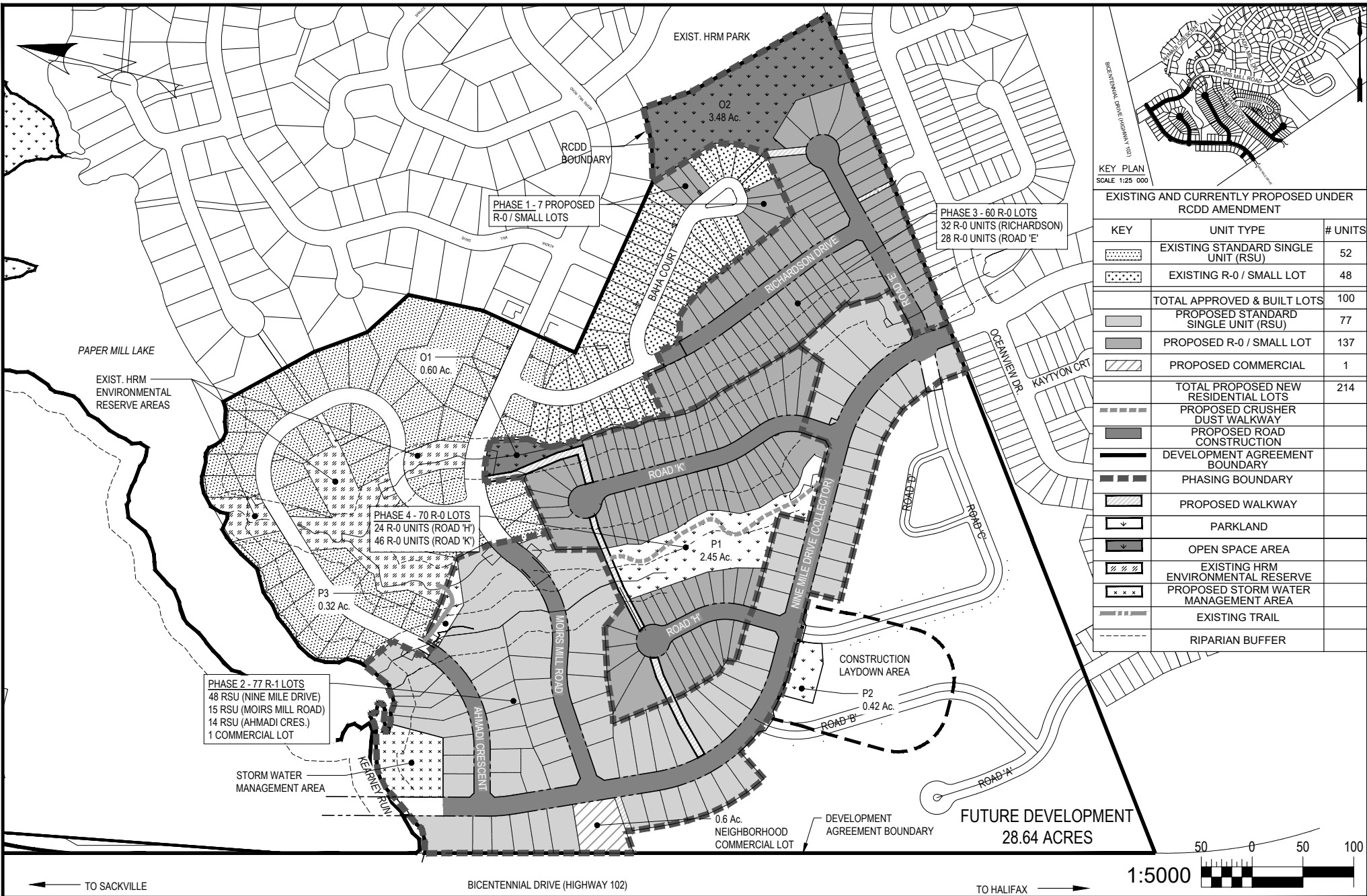
On this _____ day of _____, A.D. 20____, before me, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly 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



United Gulf
Developments Limited

PROJECT NAME:
**PAPER MILL LAKE
RCDD LANDS
BEDFORD, NOVA SCOTIA**

DRAWING TITLE:
**SITE PLAN
DETAILS SOUTH OF
KEARNEY RUN**

SCHEDULE B-1

SCALE: 1:5000	DATE: FEB. 01, 2024	DRAWING NO.: CSK-13
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← TO SACKVILLE

BICENTENNIAL DRIVE (HIGHWAY 102)

TO HALIFAX →

1:5000

**FUTURE DEVELOPMENT
28.64 ACRES**

Schedule G - Water Quality Monitoring Program, Paper Mill Lake

- 1.1 Paper Mill Lake is included within the Lake Watchers Program, a municipal water quality monitoring program. In the event this program is no longer applicable to Paper Mill Lake, Section 1.3 of this Agreement shall apply and the water quality monitoring program will be the responsibility of the Developer for a period of two (2) years after the issuance of the final development permit within the area shown on Schedule B-1.
- 1.2 If through the Municipal Lake Monitoring Program or the Developer's program, exceedances are found of the phosphorus threshold (10µg/L or 0.010mg/L), the following shall apply:
- (a) The developer shall be responsible for additional testing and related costs in consultation with the Development Engineer and the Water Resources Specialist to determine the extent of the exceedances;
 - (b) The Development Engineer with the full cooperation of the Developer, shall undertake a detailed review of the on-site stormwater and grading practices for the development to date to ensure proper compliance with applicable regulations;
 - (c) The Developer will participate in a cooperative process with other stakeholders to undertake a more extensive lake monitoring investigation and play an active role in any resulting findings; and
 - (d) During any site work on the lands, including the construction process, water quality monitoring shall be undertaken by the Developer within 48 hours, unless otherwise directed by the Engineer, if suspected sediment discharge to Paper Mill Lake is observed.
- 1.3 As per Section 1.1 of this Agreement, if the municipal water quality monitoring program no longer applies to Paper Mill Lake, the Parties agree that a water quality monitoring program shall be undertaken by the Developer in conformity with the following requirements:
- (a) The Municipality must notify the developer 30 days in advance that the Municipal program is no longer in effect and the Developer is responsible for the continued program as per Section 1.3;
 - (b) A qualified consultant shall be selected by the Municipality and the Developer agrees to pay for all required costs with the water quality monitoring program for Paper Mill Lake;
 - (c) Monitoring shall be undertaken at the locations shown on Schedule H. Spring testing shall include the RCAP-MS suite, Total Phosphorus (0.002 mg/L detection limit), Total Suspended Solids, E. coli, Total Coliforms and Chlorophyll A (acidification and Welschmeyer methodologies), plus standard field measurements (pH, dissolved oxygen (mg/L), conductivity, temperature, Secchi Depth, total dissolved solids, salinity). Summer and Fall testing shall include the RCAP suite (without MS), Total Phosphorus, Total Suspended Solids, E.Coli and Chlorophyll A (Acidification and Welschmeyer techniques), plus standard field measurements (pH, dissolved oxygen (mg/L), conductivity, temperature, Secchi Depth, total dissolved solids, salinity) and colour. Spring and fall testing events shall be timed to capture lake turnover;
 - (d) Pre-development monitoring shall be undertaken at least one time at each location (illustrated on Schedule H) prior to any initial disturbance being commenced within the upstream watershed of the Lands. This requirement shall be waived if pre-development testing was undertaken as a part of the Municipal Lake Monitoring Program;
 - (e) In the event that the threshold level specified under 1.2 is exceeded, the Municipality may:
 - i. direct the consultant to undertake further testing deemed reasonable to verify results;
 - ii. direct the Development Engineer with the full cooperation of the Developer, to undertake a detailed review of the on-site stormwater and grading practices for the development to date to ensure proper compliance with applicable regulations; and
 - iii. direct the Developer to participate in a cooperative process with other stakeholders to undertake a more extensive lake monitoring investigation and play an active role in any resulting findings.
 - (f) the program shall be undertaken until two (2) years after subdivision approval has been granted for the final phase of development permitted by this Agreement and, prior to subdivision approval being granted for the first phase, the Developer shall post a security in an amount of 110 percent of the

cost to complete the monitoring program for a period of one year. This security shall be maintained for the term of testing. Should this security have to be used by the Municipality because of default of payment, no further subdivision shall be permitted until bonding for another year is provided.

(g) Where further development agreement applications are approved within the Paper Mill Lake watershed which require that a water quality monitoring program be undertaken pursuant to the requirements of the Municipal Planning Strategy, the Parties agree that when there are multiple developments under one program, cost sharing shall be based on:

(i) permitted density associated to each development, or alternatively,

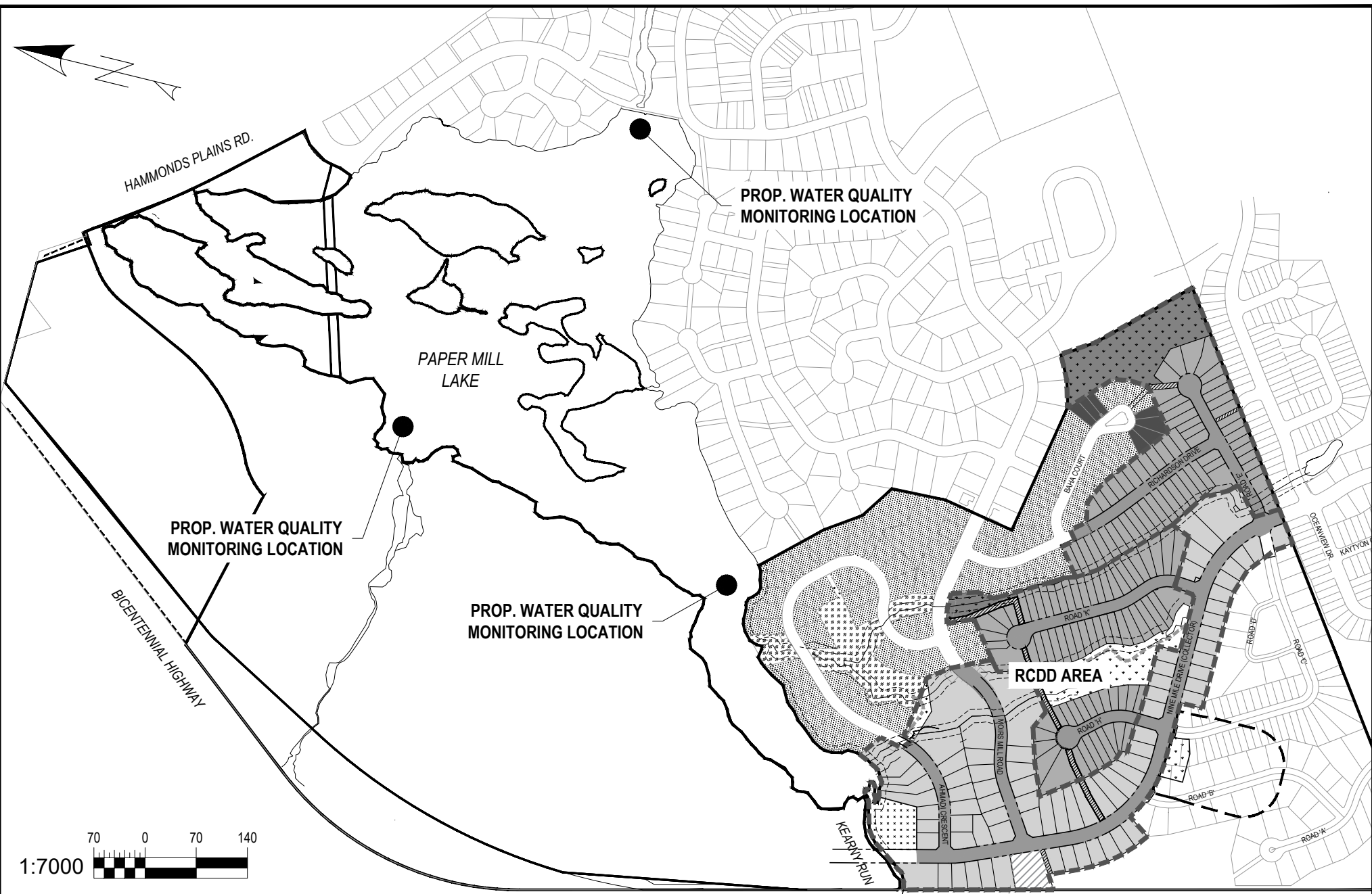
(ii) another calculation amenable to the Developer, other parties developing development agreement application sites within the Paper Mill Lake watershed, and the Development Officer;

(h) The water quality monitoring program shall commence a minimum of six months prior to initial disturbance. The developer shall give the Municipality an additional 30 days notice to prepare for the program.

1.4 The Municipality will designate a person to administer the requirements of Section 1.3 and receive the test results of the monitoring program. The designated person shall submit the test results to the Developer, the Community Council and the Regional Waters Advisory Board or its successor, within:

(a) three (3) months of being received from the consultant; or

(b) if any total phosphorous measurement meets or exceeds ten (10) micrograms per liter or if the geometric mean of any E. coli measurement within a given calendar year exceeds two hundred (200) counts per 100ml at any location or if any fecal coliform measurement exceeds four hundred (400) counts per 100ml, the findings will be reported immediately to the Developer and to the Regional Waters Advisory Board or its successor and the Community Council at the next scheduled meeting. The Municipality shall make all reports provided to the Regional Waters Advisory Board or its successor and the Community Council, available to the public.



United Gulf
Developments Limited

PROJECT NAME:
**PAPER MILL LAKE
RCDD LANDS
BEDFORD, NOVA SCOTIA**

DRAWING TITLE:
**WATER QUALITY
MONITORING PLAN**

SCHEDULE H

SCALE: 1:7000	DATE: JAN. 25, 2024	DRAWING NO: CSK-14
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THIS AGREEMENT MADE THIS 17th DAY OF MAY, 1995

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BETWEEN: 21405
ANNAPOLIS BASIN GROUP INC.

(hereinafter referred to as the "Developer")

- and -

THE TOWN OF BEDFORD

An incorporated Town, of the County of Halifax, Province of Nova Scotia

(hereinafter referred to as "the Town")

WHEREAS the Developer has requested that the Town enter into this Agreement, pursuant to the provisions of the **Planning Act** (Nova Scotia) and pursuant to the policies of the Municipal Planning Strategy for the Town of Bedford, to enable the various components of the use of the subject property, in light of the various applicable policies of the Municipal Planning Strategy, to meet the desires and objectives of both the Town of Bedford and the Developer;

THEREFORE in consideration of the benefits which flow to both parties as a result of the covenants contained herein, the parties hereto agree as follows:

1. (1) The developer shall provide proof, acceptable to the Development Officer of the Town, that it is the registered owner of, or has registerable ownership rights in, the property as described in Schedule "A" attached hereto (hereinafter referred to as "the Lands");
- (2) The Developer shall not develop or use the lands for purposes other than those described in this Agreement;
- (3) The Developer shall construct the Project in conformance with the site plans, conceptual plans, supporting technical documents and renderings as filed with the Planning and Development Control Department of the Town and as presented at the public hearing or hearings as called for by the **Planning Act** (Nova Scotia) which documents and plans are attached hereto as Schedule "B" and are hereinafter referred to as "the Plans", with the exception of any flexibility built into the construction of the project by way of clauses contained elsewhere in this agreement or provided for in Law;

The Project

2. The proposed use of the land allowed by this Agreement (hereinafter referred to as "the Project") includes all components which fall within the definition of "development" pursuant to the Planning Act (Nova Scotia) and specifically includes, but is not limited to, the following components and details:
- (a) A mixed residential component consisting of Single Detached Dwellings, Semi-Detached Dwellings, Single Detached Dwellings with basement apartments, Multiple-Unit Dwellings and two (2) Senior Citizens Projects;
 - (b) A neighbourhood commercial component as defined in the Land Use By-law which, for further clarity, may include a neighbourhood convenience store;
 - (c) A site for future location of a school or public recreational facility;
 - (d) Natural open space;
 - (e) Park and recreation uses consistent with the R.C.D.D. zone.

Further Detail

3. The lands consist of 221 acres and are located at the junction of Harmonds Plains Road and the Bicentennial Highway in the Town of Bedford. Four islands, totalling 4.55 acres, shall be deeded to the Town. A fifth island, which is approximately three acres in size, is excluded from the lands which are the subject of this Development Agreement. The proposal includes 921 dwelling units, with a portion of those units designed to service persons with special needs, as follows:
- (a) Two hundred and eighty-four (284) single detached units on standard sized as well as large lots;
 - (b) Three (3) single detached units on flag lots;
 - (c) One hundred and fifty-four (154) single detached units on small lots which may involve zero lotline configurations;
 - (d) Ninety-six (96) semi-detached dwelling units;
 - (e) Fourteen (14) single detached dwelling units with basement apartments - for a total of twenty-eight (28) units;

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- (f) Five (5) multiple unit dwellings, consisting of three (3) 36-unit buildings, two (2) 40-unit buildings and six (6) 8-unit buildings for a total of 236 units;
- (g) Two (2) senior citizens project sites which may contain a maximum, taking into account both sites, of 120 units;

Special Provisions

- 4. (1) The Project shall not exceed a gross density of 4.5 units per acre;
- (2) A minimum of 50% of the total residential units provided for shall be Single Detached Dwellings;
- (3) Single Detached Dwellings, Semi-detached Dwellings, and Single Detached Dwellings with basement apartments may be relocated and the total number of units may be redistributed between the three housing types from what is shown on the plans provided that a minimum of 50% of the total number of these units remain as single detached dwelling units;
- (4) Single Detached Dwellings may be relocated and redistributed on standard, large, flag or small lots, from what is shown on the plans, provided the ratio of small lots is not reduced and the overall density of the project is not increased;
- (5) 49 acres, representing 22% of the gross acreage of the parcel of land subject to this Agreement, shall consist of natural open space;
- (6) 41 of the 49 acres mentioned in subsection (5) above - representing 19% of the gross acreage of the parcel of land subject to this agreement - shall be deeded to the Town and 8 of those 41 acres are being deeded to the Town in order to satisfy the parkland dedication obligation of the Developer pursuant to the **Planning Act**;
- (7) The Project shall incorporate a path and walkway component consistent with the Town's Major Path and Walkway System and in accordance with the detailed requirements on that component as contained in Schedule "C" to this Agreement;
- (8) The Project shall not include uses other than those permitted in the R.C.D.D. zone;
- (9) The buildings containing the Multiple Unit Dwellings shall not exceed 40 such dwellings per building;

- (10) The net density of Multiple Unit Dwellings shall not exceed 30 units per net acre;
- (11) The project shall conform to the special component requirements including, but not limited to, access, parking, landscaping, screening and buffering, and lighting - as described in Schedule "C" and attached to this Agreement - are listed in Schedule "C" and the project shall conform to the special requirements, if any, described in Schedule "C" for that particular component;
- (12) Design of the neighbourhood commercial, multiple unit and seniors unit building shall comply with the architectural guidelines attached as Schedule "D" to this Agreement.
- (13) As to each and every single and two-unit lot the Developer shall ensure maximum tree retention as follows:
- (a) On lots which require grade alteration beyond normal foundation excavation - that is, they require cut or fill - the Developer shall bring the lot to a foundation-ready state in order to exercise control to achieve maximum tree retention; and
- (b) On lots which do not require grade alteration beyond normal foundation excavation, i.e. do not involve cut/fill - the Developer shall supervise the work to the foundation-ready stage in order to ensure maximum tree retention;
- (14) Modifications to Town street and servicing design standards may be considered within the parameters set out in Schedule "E" to this Agreement;
- (15) The Developer agrees to build a school on the site shown on the plans and lease same to the Province if said arrangement is agreed to by the Department of Education. The Developer agrees to retain the school site for a minimum of five years following the execution of this agreement before requiring the Town or the Province to purchase the site.

Province of Nova Scotia
County of Halifax

I hereby certify that the within instrument
was recorded in the Registry of Deeds Office
at Halifax in the County of Halifax, N.S.



District of Halifax Council

Deputy

Adequate Water Supply

5. (1) The Developer shall obtain approval from Halifax County Water Utility for installation of the proposed water system.
- (2) Both parties acknowledge the Halifax County Water Utility may take the position that it will not approve any further extensions to the existing water services in the area of this development and that, in such circumstances, the Development Officer of the Town of Bedford will not have the authority to provide final endorsement of any final plan of subdivision based on lack of approval by Halifax County Water Utility of the proposed water services for such subdivision (see "Phasing - paragraph 14 of this Agreement).
- (3) Both parties acknowledge that the Halifax County Water Utility has, since September of 1993, taken the position that no further water service extensions will be approved by that Utility in the Bedford South area unless and until a lot levy or development charge is paid towards financing of the Water Utility's master plan for water service infrastructure in Bedford South and the developer recognizes that a resolution of the Halifax County Water Utility position must be arranged prior to each particular phase or portion of this project proceeding and that one possible resolution may involve a lot levy or development charge applied to each individual lot.

Wastewater Discharge

6. (1) It is agreed by both parties that Occupancy Permits shall not be issued for any of the residential units until the Developer has completed one of the following two alternatives:
 - (a) Donated a cash sum in the amount of \$300.00 per unit to the Town to be contributed to its Infiltration Reduction Program such contribution to be made in relation to each unit for which final subdivision approval is applied and such contribution to be due and payable prior to each such unit receiving final endorsed subdivision approval; or
 - (b) proof of above-normal capacity built into a pumping station or stations such that the station or stations have sufficient capacity to hold the effluent from the units for which final subdivision approval is being applied to off-peak hours. Department of Environment approval shall be required for the design of said station or stations;

- (2) In the case of 6(1)(b) the Developer shall:
- (a) be responsible for installation of any such pumping station or stations with above-normal holding capacity; and
 - (b) be responsible for operating and maintenance costs associated with such above-normal holding capacity function of the pumping station or stations; and
 - (c) be responsible to ensure that the above-normal holding capacity function of the pumping station or stations remains in operation until such time as the Development Officer advises the Developer in writing that the Mill Cove Sewage Treatment Plant has been expanded to a point that its capacity can handle the wastewater discharge from the said units;
- (3) Notwithstanding the above, if the alternative of cash donation is chosen, such obligation shall cease at such time as the Development Officer advises the Developer in writing that the Mill Cove Sewage Treatment plant has been expanded to a point that its capacity can handle the wastewater discharge from the said units.

Environmental

7. (1) The Developer shall undertake and complete an Environmental Protection Plan (EPP) for each phase of the Development and each EPP shall be provided to the Development Officer and shall be subject to the approval of the Development Officer and all environmental protection measures called for in the EPP shall be in place prior to permits being issued and construction commencing for the phase to which that particular EPP relates;
- (2) Construction, for the purposes of (1) above, includes grubbing or clearing of the site as well as site excavation activity;
- (3) Any such EPP shall address the following:
- (a) Appropriate environmental protection measures, and design of each, to be utilized during construction;
 - (b) Recommendations in relation to phasing of the development;
 - (c) Recommendations as to the maximum amount of soil to be exposed at any one time; and

- (d) Recommendations as to any other concern related to sedimentation and erosion control measures to ensure appropriate protection of nearby watercourses;
- (4) Notwithstanding the above, tree-clearing activity may be undertaken - in advance of installation of environmental protection measures or other recommendations called for in the EPP - provided that the erosion control measures called for in the EPP are adhered to in cases where tree clearing activity occurs within 100 feet of a watercourse;
- 8. (1) The Developer shall complete a base line analysis for Paper Mill Lake prior to any construction activity commencing and shall continue a water sampling program during construction and until 6 months following the completion of the entire Project;
 - (2) If development ceases for a period of time exceeding 6 months, the water sampling program may be interrupted on the condition that it commence again as soon as construction activity recommences.
- 9. (1) The Developer shall undertake and develop an Environmental Study which shall follow the listing of topic headings as it appears in Appendix "A" of the Town's Municipal Planning Strategy in relation to any portion of the project which will involve, or may involve, construction on slopes in excess of 20% and also shall address road construction where roads cross watercourses;
 - (2) Any environmental protection measures recommended in the Environmental Study shall be in place prior to the issuance of any permits relating to construction;
- 10. (1) The Developer shall undertake and complete a detailed stormwater management plan the terms of reference of which are attached to this Development Agreement as Schedule "F";
 - (2) The stormwater management plan shall be provided by the Developer to the Development Officer of the Town who shall, after consulting with the Bedford Water Advisory Committee and the Town's Director of Engineering and Works, approve or disapprove of the said plan;
 - (3) Approval of the stormwater management plan is required prior to the issuance of any permits relating to the project.
 - (4) The stormwater management plan shall include, but not be limited to those mechanisms outlined in the letter dated July 26, 1994 from

Barry Zwicker, Wallace MacDonald & Lively to Donna Davis-Lohnes regarding Stormwater Master Plan, Paper Mill Lake.

Detailed Plans

11. (1) The Developer shall submit detailed engineering plans of the Project to the Development Officer before any permits are issued by Town staff in relation to the Project;
- (2) The Development Officer may request and, if so the Developer shall provide, the following specific information to be included in such detailed engineering plans:
 - (a) The nature and extent of any tree-clearing, land filling or land excavating to be undertaken prior to or during construction of the Project;
 - (b) The manner in which the drainage of stormwater is to be altered from its existing flow pattern and how it is to be managed or controlled;
 - (c) The nature of specific controls to prevent the discharge of soil or other sediments or effluent into any neighbouring watercourse during construction;
12. (1) The Developer shall submit detailed site plans for the neighbourhood commercial component, school site component, and multiple unit dwelling buildings and senior citizens' project sites to the Development Officer for review and no permit shall be issued from Town staff for any work associated with each specific site unless and until the Development Officer has approved the detailed site plans;
- (2) The detailed site plans shall include specific information on building heights, building dimensions, location and configuration of parking lots, grading plans, location of site disturbance lines, placement of service laterals in driveway cuts, methods proposed to minimize site disturbance as well as maximize tree retention during construction of building pads, areas of natural vegetation, landscaping details and private recreational space/facilities;
- (3) The detailed plans, including engineering as well as site plans, and any location certificates, shall conform to "the Plans" and a decision in that regard shall be made by the Development Officer.

Construction

13. (1) The Developer shall construct the Project in conformance with "the Plans" as well as in conformance with the detailed engineering plans and detailed site plans and in conformance with all other provisions of this Agreement and a decision in that regard shall be made by the Development Officer;
- (2) Design, approval and construction shall comply with all Federal and Provincial laws and all Town by-laws, regulations and policies with the exception that construction is exempted from the provisions of the Land Use and Subdivision By-laws of the Town to the extent provided for in this Agreement, or any amendments thereto;
- (3) The Developer agrees to provide daily onsite supervision during tree clearing, installation of services and the construction of building pads on lots which are to be provided in a foundation-ready state;
- (4) In the event that construction of the Project has not commenced, in the opinion of the Development Officer, within 18 months of the signing, by both parties, of this Agreement, this Agreement shall be null and void.

Phasing

14. (1) Development of the 20 acre parcel south of Kearney Run, as referred to in Development Agreement #94-04 and as shown on the Plans, shall not proceed unless and until the Development Officer advises the Developer in writing that the Mill Cove Sewage Treatment Plant has been expanded sufficient to handle development of the said 20 acre parcel;
- (2) The Developer shall be allowed to create no more than 100 residential units prior to the completion of collector Road N/I which is to run from Moirs Mill Road to Hammonds Plains Road.

Security

15. (1) The Developer shall deposit with the Development Officer security in the amount of \$50,000.00 by way of certified cheque or Letter of Credit prior to any street or servicing construction activity in relation to each particular phase of the Project to ensure:
- (a) the observation of all environmental measures and recommendations called for in the EPP; and

- (b) the completion of the construction of walkways/pathways as called for in the Plans, the provisions of this Agreement and Schedule "C"; and
- (2) In the event that the Developer, in the opinion of the Development Officer, fails to meet its obligations as outlined in subsection (1) above, the Town may use all or a portion of the said security to have the project comply, as nearly as possible, to the obligations outlined in subsection (1) above;
- (3) The security deposit mentioned in this section shall be refunded to the Developer at the time of endorsement of final subdivision approval for each particular phase, provided the obligations of the Developer as outlined in subsection (1) above have been satisfactorily met.
16. (1) The Developer shall deposit with the Development Officer security in the amount of \$1,500.00 per single unit dwelling and \$10,000.00 per multiple unit building, in the form of certified cheque or Letter of Credit, prior to any construction activity relating to multiple unit buildings or single unit buildings to ensure the Developer respects the site disturbance boundaries on individual building lots which site disturbance boundaries delineate where existing vegetation is to be maintained;
- (2) In the event that the Developer, in the opinion of the Development Officer, fails to use all reasonable efforts to respect site disturbance boundaries on such building lots, the Town may use all or a portion of the said security to purchase and plant vegetation in order to return the area, as nearly as is reasonably possible, to its natural state;
- (3) Security in relation to single unit dwellings and multiple unit buildings shall be retained by the Town and released on a piecemeal basis in proportion to the issuance of Occupancy Permits;
- (4) Notwithstanding all of the above, the Developer shall be credited with a reduction in the security required under this section according to the deposit the Developer is required to make in order to obtain Grade Alteration Permits.

Amendments

17. (1) Any substantial amendment to this Agreement shall be subject to the procedures provided for in the **Planning Act (Nova Scotia)**;

- (2) Amendments which are deemed by the parties to be not substantial are the following:
- (a) Any decrease in the gross density of the development;
 - (b) The conversion of the site which has been proposed for school or public recreational facility, in the event that the said site is not acquired by the Town, to further residential development subject to approval of detailed site plans for such residential development by the Development Officer in accordance with other clauses of this Agreement and in accordance with the policies of the Municipal Planning Strategy for the Town of Bedford;

Offsite Development

18. (1) The cost of all offsite development identified in this Agreement shall be the responsibility of the Developer;
- (2) Offsite development relating to this project includes:
- Any improvements deemed necessary by the Department of Transportation and Communications, as per Department of Transportation and Communication standards, relating directly to this development or more specifically, the intersecting of collector road N/1 and the Hammonds Plains Road;
- (3) In consideration of the sum of \$10.00 paid by the Developer to the Town, the receipt and sufficiency of which is hereby acknowledged, the Developer accepts its obligations under this section and acknowledges that execution of this Agreement is not contingent upon the Developer agreeing to this clause.
- (4) The developer agrees to contribute 25% of the cost of upgrading the Hammonds Plains Road between Basinview Drive and the Highway 102 intersection to a maximum of \$50,000. This cost contribution is in addition to #(2) above.

General Provisions

19. (1) The Developer and future lot owners shall maintain the Project or any portion thereof to the same standards that the Project or any portion thereof was constructed;

- (2) The Developer and future lot owners shall maintain and keep in good repair and free of ice and snow - any roads or walkways which are constructed pursuant to this Agreement and which have not been conveyed to the Town;
20. The Developer shall reimburse the Town for all legal costs and expenses incurred by the Town relating to the preparation of and registration of this Development Agreement such cost not to include any costs incurred by the Town in association with an appeal of this Agreement, or an appeal of any amendment to this Agreement, to the appropriate tribunal or the courts.
21. It is agreed that the provisions of this Agreement are severable one from the other and that the invalidity of any one particular provision shall not prejudice the validity of any other provision;
22. The schedules listed below, and attached to this Agreement, shall form part of this Agreement:
- (a) Schedule "A" - legal description of the lands;
 - (b) Schedule "B" - site plans, conceptual plans, supporting technical documents and renderings;
 - (c) Schedule "C" - special component requirements;
 - (d) Schedule "D" - architectural guidelines;
 - (e) Schedule "E" - parameters re modifications to street and servicing design standards;
 - (f) Schedule "F" - terms of reference for detailed stormwater management plan.
23. The Developer shall at all times indemnify and save harmless the Town from and against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomever made, sustained, brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to acts or omissions of the Developer, its servants, agents or employees in the fulfilment of any of its obligations under this Agreement;
24. (1) This Agreement, or any substantial amendment thereto, shall not be entered into or signed by both parties until either the time of appeal pursuant to the **Planning Act** has elapsed with no appeal having been lodged, or any appeal which has been lodged has been

disposed of and has either not been appealed to the Court of Appeal or any such appeal to the Court of Appeal has been disposed of;

- (2) No permits, either Development, Building, or Grade Alteration, shall be issued until this Agreement has been entered into by both parties.
25. This Agreement may be reviewed within fifteen (15) years from the date of the execution of the Agreement and at that time the Town may, with the consent of the developer:
- (a) leave the Agreement as is;
 - (b) negotiate a new agreement;
 - (c) discharge this agreement on the condition that the Developer's rights hereunder are preserved by accommodating these uses in the Municipal Planning Strategy and Land Use By-law of the Town.
26. (1) Island open space shall be deeded to the Town within sixty (60) days of endorsement of final approval on the first plan of subdivision submitted to the Development Officer for approval for any portion of this Project;
- (2) The remainder of the open space as indicated in the Plans shall be deeded to the Town within sixty (60) days of having been requested to do so in writing by the Development Officer providing that such request is subsequent to the deeding of island open space. The Development Officer may make such request on a phase by phase basis of the time of endorsement of final subdivision approval for each particular phase.
27. This Agreement shall be binding upon the parties thereto, their heirs, successors and assigns and shall run with the land which is subject to this Agreement.

DATED at Bedford, Nova Scotia, the day and year first above written.

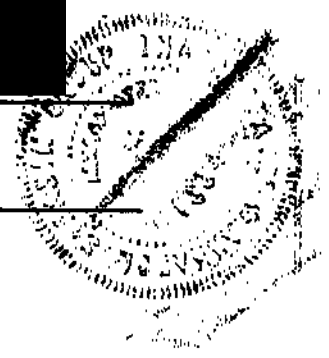
SIGNED, SEALED AND
DELIVERED
IN THE PRESENCE OF:

[Redacted signature]

ANNAPOLIS BASIN GROUP INC.

[Redacted signature]

[Redacted signature]



SIGNED, SEALED AND
DELIVERED
IN THE PRESENCE OF:

[Redacted signature]

TOWN OF BEDFORD

[Redacted signature]

[Redacted signature]

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA, COUNTY OF HALIFAX

ON this 17th day of May, 1995, before me the subscriber, personally came and appeared Kelly MacNamara a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Dan English one of the parties hereto cause the same to be executed in its name and on its behalf and its corporate seal to be thereunder affixed in his/her presence.



A Barrister, Commissioner,
Notary Public, etc. of the Province of Nova Scotia

RON G. SINGER
Commissioner of the Supreme
Court of Nova Scotia

REMAINDER OF PARCEL L

HAMMONDS PLAINS ROAD

BEDFORD, NOVA SCOTIA

ALL that certain parcel of land on the southwestern side of Hammonds Plains Road in the Town of Bedford, County of Halifax, Province of Nova Scotia shown as Parcel L on a plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 64-39-0) showing Parcels L & M, Lands Conveyed to Bedford Village Properties Limited signed by Granville Leopold, N.S.L.S. dated June 27, 1977 and described as follows:

BEGINNING on the eastern boundary of Bi-Centennial Drive at the point of intersection of the northwestern boundary of lands now or formerly of R.A. Blackie;

THENCE N 13° 44' 39" W, 4,081.54 feet along the eastern boundary of Bi-Centennial Drive to a point of curvature;

THENCE northeasterly on a curve to the right which has a radius of 1,332.7 feet for a distance of 1,226.76 feet along the curved southwestern boundary of Bi-Centennial Drive to a point of curvature;

THENCE N 38° 59' 50" E, 2,104.32 feet along the southeastern boundary of Bi-Centennial Drive to an angle therein;

THENCE S 88° 43' 54" E, 280.33 feet along the southern boundary of Bi-Centennial Drive to an angle therein;

THENCE S 32° 05' 04" E, 165.87 feet along the southwestern boundary of Bi-Centennial Drive to an angle therein;

THENCE N 38° 59' 50" E, 175.18 feet along a southeastern boundary of Bi-Centennial Drive to an angle therein;

THENCE S 88° 43' 54" E, 211.27 feet along the southern boundary of Bi-Centennial Drive to its intersection with the southwestern boundary of Hammonds Plains Road;

THENCE S 32° 13' 20" E, 224.18 feet along the southwestern boundary of Hammonds Plains Road to an angle therein;

THENCE N 57° 54' 56" E, 22.18 feet along a southeastern boundary of Hammonds Plains Road to an angle therein;

THENCE S 32° 05' 04" E, 38.66 feet along the southwestern boundary of Hammonds Plains Road to a point of curvature;

THENCE southeasterly on a curve to the left which has a radius of 4,000.0 feet for a distance of 853.37 feet along the curved southwestern boundary of Hammonds Plains Road to a point of curvature;

THENCE S 41° 26' 36" E, 383.99 feet along the southwestern boundary of Hammonds Plains Road to its intersection with the northwestern boundary of Lake Drive;

THENCE S 48° 00' W, 63.21 feet along the northwestern boundary of Lake Drive to a point of curvature;

THENCE southwesterly on a curve to the left which has a radius of 200.0 feet for a distance of 132.65 feet along the curved northwestern boundary of Lake Drive to a point of curvature;

Remainder of Parcel L (continued)

THENCE S 10° 00' W, 48.75 feet along the western boundary of Lake Drive to an angle therein;

THENCE S 21° 58' 42" W, 54.0 feet along the western boundary of Lake Drive to the High Water Mark of Paper Mill Lake;

THENCE northerly, southwesterly, northerly, southwesterly, southeasterly and easterly following the various courses of the High Water Mark of Paper Mill Lake to the western corner of Lot D-69; said Lot D-69 being more particularly shown on a plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 13-538-0) of survey of Lots D-62 to D-78 incl., Bedford Village Subdivision, Phase III B, Subdivision of Lands Conveyed to Annapolis Basin Pulp and Power Company Limited, signed by Granville Leopold, N.S.L.S. dated July 14, 1988;

THENCE S 42° 26' 00" E, 335.97 feet along the southwestern boundary of said Lot D-69, Parcel K and Lot D-68 to the southern corner of said Lot D-68 as shown on said Plan No. 13-538-0;

THENCE S 34° 00' 00" E, 180.00 feet along the southwestern boundary of Lot D-148 to the southern corner thereof, as shown on plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 70-263-B) of survey of Lots D-131 to D-166 incl., Bedford Village Subdivision, Phase III D, Subdivision of Lands Conveyed to Annapolis Basin Pulp and Power Company Limited, signed by Carl K. Hartlen, N.S.L.S. dated March 13, 1990;

THENCE S 55° 45' 00" E, 180.13 feet along the southwestern boundary of Lot D-147 to the northwestern corner of Lot D-143 as shown on said Plan No. 70-263-B;

THENCE S 01° 48' 00" E, 246.04 feet along the western boundary of said Lot D-143, Lot D-142 and Lot D-141 to the southwestern corner of said Lot D-141 as shown on said Plan No. 70-263-B;

THENCE S 10° 44' 00" W, 326.00 feet along the western boundary of Lot D-138, Moirs Mill Road (Parcel MMR-3) and Lot D-137 to the southwestern corner of said Lot D-137 as shown on said Plan No. 70-263-B;

THENCE S 79° 16' 00" E, 260.00 feet along the southern boundary of said Lot D-137, Lot D-136 and Lot D-135 to the southeastern corner of said Lot D-135 as shown on said Plan No. 70-263-B;

THENCE N 10° 44' 00" E, 115.00 feet along the eastern boundary of said Lot D-135 to a point of curvature as shown on said Plan No. 70-263-B;

THENCE northwesterly on a curve to the left which has a radius of 15.00 feet for distance of 23.56 feet along the curved northeastern boundary of said Lot D-135 to its intersection with the southern boundary of Moirs Mill Road (Parcel MMR-3) as shown on said Plan No. 70-263-B;

THENCE S 79° 16' 00" E, 80.00 feet along the southern boundary of Moirs Mill Road (Parcel MMR-3) to the northwestern corner of Lot D-134 as shown on said Plan No. 70-263-B;

THENCE southwesterly on a curve to the left which has a radius of 15.00 feet for a distance of 23.56 feet along the curved northwestern boundary of said Lot D-134 to a point of curvature as shown on said Plan No. 70-263-B;

Remainder of Parcel L (continued)

THENCE S 10° 44' 00" W, 115.00 feet along the western boundary of said Lot D-134 to the southwestern corner thereof, as shown on said Plan No. 70-263-B;

THENCE S 79° 18' 00" E, 297.14 feet along the southern boundary of said Lot D-134, Lot D-133 and Lot D-132 to the southeastern corner of said Lot D-132 as shown on said Plan No. 70-263-B;

THENCE N 74° 00' 49" E, 123.28 feet along the southern boundary of Lot D-131 to the southeastern corner thereof, as shown on said Plan No. 70-263-B;

THENCE N 63° 51' 35" E, 113.99 feet along the southeastern boundary of Drainage Retention Area (Parcel P) to the southeastern corner thereof, as shown on said Plan No. 70-263-B;

THENCE S 33° 42' 14" E, 165.58 feet along the southwestern boundary of Block D-C to an angle therein, as shown on plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 14-447-0) of survey of Block D-C, Bedford Village Subdivision, Subdivision of Lands Conveyed to Annapolis Basin Pulp and Power Company Limited signed by Carl K. Harten, N.S.L.S. dated August 21, 1989;

THENCE S 43° 17' 00" E, 498.66 feet along the southwestern boundary of said Block D-C to its intersection with the northwestern boundary of lands now or formerly of R.A. Blackie as shown on said Plan No. 14-447-0;

THENCE S 54° 52' 11" W, 2,905.34 feet along the northwestern boundary of said lands now or formerly of R. A. Blackie to the place of beginning.

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64° 30' West.

ALSO those Islands situated in Paper Mill Lake as shown on said Plan No. 64-39-0, excepting the larger Island (3 acres more or less) nearest to Lake Drive.

SAID remaining portion of Parcel L including the islands situated in Paper Mill Lake (Excepting the island nearest to Lake Drive) containing an area of 247 acres more or less.

EXCEPTING therefrom those brooks, streams and various water courses which lie within the boundaries of the above described Remainder of Parcel L being vested to Her Majesty the Queen in right of the Province of Nova Scotia by virtue of Bill No. 115 (Environment Act).

EXCEPTING therefrom a block of land presently zoned Commercial Comprehensive Development District (CCDD) containing 25 acres more or less situated at the northern corner of the above described Remainder of Parcel L; said block of land having frontage on Bi-Centennial Drive and Hammonds Plains Road.

THE above described Remainder of Parcel L being a portion of Lands Conveyed to Annapolis Basin Pulp and Power Company Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 3633, Page 912 (Portion of Item No. 1).


Granville Leopold, N.S.L.S.
Halifax, Nova Scotia
March 24, 1995

SCHEDULE "B"

The following site Plans, Conceptual Plans, Technical Documents and Renderings are filed in the Office of the Planning & Development Control Department.

1. **Bedford Village RCDD Concept Plan dated May, 1994.
(Scale 1:100)**
2. **Paper Mill Lake Area Traffic Impact Study, April 1994
Streetwise Traffic Engineering**

Schedule "B"



LAND USE TABLE

LOT TYPE	FRONTAGE	NUMBER OF UNITS	% OF TOTAL
SINGLE FAMILY	72'-75'	284	32.4
SINGLE FAMILY FLAG LOT	35'-40'	3	.1
SINGLE FAMILY SEMI DETACHED	30'-32'	154	17.5
SINGLES WITH BASEMENT APARTMENTS	75'	96	10.9
MULTIPLE (APARTMENT)	100'	28	3.2
SENIOR CITIZENS UNITS	100'	236	26.8
		80	9.1
TOTAL		881	100

DENSITY = TOTAL UNITS = 881 ÷ 4 UNITS PER ACRE
TOTAL AREA = 221

OPEN SPACE CALCULATIONS

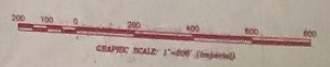
AREA OF LOTS	144.5 ACRES
GROSS AREA	221 ACRES
TOTAL OPENSAPCE AREA	49 ACRES
PARKLAND = 22.2% OF GROSS AREA	

LEGEND:

- SINGLE FAMILY (72'-75')
- SINGLE FAMILY (36'-40')
- FLAG LOTS
- SINGLE FAMILY/BASEMENT APTS.
- SEMI DETACHED
- MULTI-FAMILY (APTS.)
- SENIOR CITIZENS UNITS
- COMMERCIAL
- CCDD
- ROAD
- SCHOOL SITE
- PROPOSED PUBLIC PARK / OPEN SPACE
- PROPOSED PRIVATE OPEN SPACE
- ENVIRONMENTALLY SENSITIVE AREA
- ROAD ROW
- SIDEWALK
- WALKWAY TO BE PROVIDED BY DEVELOPER
- POTENTIAL WALKWAY SYSTEM
- SWAMP
- SHORELINE
- STREAM
- PROPERTY BOUNDARY



BEDFORD VILLAGE
RCDD CONCEPT PLAN
NORTH AND SOUTH OF PAPER MILL RUN
Scale: 1"=200' Date: May, 1994



ACCESS

- (a) As per "the Plans"; and
- (b) The location of the main collector road "N/1" shall be coordinated to ensure appropriate alignment and intersection with the proposed northwest/southeast collector street of the Crestview project.

PARKING

- (a) Requirements based on use as per Part 5 of General Provisions of the Town's Land Use By-Law; and
- (b) Parking lots for the multiple unit buildings and Senior Citizens Projects shall be located, where possible, at the rear or sides of the buildings so as not to be visible from the street. Parking lots adjacent to the street shall be screened by natural vegetation and/or landscaping.

OPEN SPACE

- (a) Natural open space to be provided in accordance with "the Plans"; and
- (b) The removal of vegetation, excavation, or any other form of site disturbance is prohibited within open space areas unless specifically provided for in this agreement; and
- (c) Four of the islands shown on the plans shall be deeded to the Town as open space; and
- (d) The open space shown on "the Plans" between Lots J-11 and J-12 shall provide public access to Paper Mill Lake and shall be deeded to the Town in its natural state. The Town agrees not to develop the site for park use or a walkway;
- (e) The pine bluff area adjacent to the senior citizens site, as shown on the Plans, shall remain undisturbed and in its natural state.

SCREENING AND BUFFERING

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- (a) As shown on "the Plans"; and
- (b) Screening and buffering of the multiple unit projects, seniors projects, neighbourhood commercial site, and school site from adjacent residential uses shall be shown on detailed site plans for these phases. Natural vegetation buffers shall be maintained, where possible, along the street frontages of the five large multiple unit buildings to screen the structures from the street.

LANDSCAPING

- (a) Street trees shall be provided (purchased and installed) by the Developer on both sides of all streets at the rate of two trees per standard single dwelling unit lot;
- (b) Notwithstanding (a) above, where, in the opinion of the Development Officer, sufficient tree retention is achieved within the front yard of any one individual lot, the Development Officer may exempt the Developer from the requirements of (a) above;
- (c) The Developer will, where possible, retain specimen trees within the street right-of-way;
- (d) Street trees, as called for above, shall be provided and installed as part of the secondary services for each subdivision phase of the Project and shall be completed before endorsement of final approval in relation to each particular phase.

RECREATIONAL LAND

- (a) The Developer shall construct the extension of the Major Path and Walkway System from the end of French Masts Lane to the Bicentennial Highway as per "the Plans".
- (b) The Developer shall construct a pathway through the parkland which lies between Road 'H' and Road 'K' as per "the Plans";
- (c) The Developer shall construct walkways connecting cul-de-sac streets and leading to parkland and open space areas as per the Plans and in accordance with Town standards;

- (d) The Developer agrees to construct a pathway across the causeway as a component of the Senior Citizen Site B. The developer agrees to enter into a lease agreement with the Town permitting public access along the causeway from Lake Drive to the Town owned swim area. The developer insists, however, that a provision be included within the lease agreement which permits for termination of the agreement if problems arise relative to the public access and if these problems are not rectified within a specified period of time after written notice is given to the Town.
- (e) The Developer shall deed the ball and soccer fields adjacent to the school site to the Town in a ready to use state by infilling the site and placing topsoil and hydroseed on the fill material. The Developer will insure the hydroseed is installed correctly and grows. The Town will be responsible for the maintenance of both fields once built.
- (f) The Developer shall clear underbrush and dead wood along the pathway in the park area adjacent to Kearney Run and provide two benches in two locations in this park;
- (g) Pathways as referred to in (a), (b) and (d) above shall be constructed as follows:
 - (i) Minimum of 5 feet in width - excepting the pathway in (d) which shall be a minimum of 6 feet in width;
 - (ii) Compacted gravel base;
 - (iii) Crusher dust surface.
- (h) The Developer agrees to deed the swim area shown on the concept plans to the Town subject to the Town agreeing to the following: a) limited development of the swim area site, b) the provision of limited parking, c) the retention of natural vegetation buffers adjacent to residential uses, d) commencement of the development of a major swim area at Sandy Lake prior to the development of the Paper Mill Lake swim area. A final site plan for the swim area shall be reviewed by Annapolis Basin Group Inc. prior to the deeding the area to the Town.
- (i) The developer agrees to deed Lots I-32 and I-33 shown on the concept plan the Town. The developer shall relocate these units elsewhere within the development project consistent with the development agreement.

HEIGHT

- (a) The height of the multiple unit buildings and Senior Citizens Projects shall not exceed three stories (defined as three habitable floors) except where site conditions indicate a four storey building (defined as four habitable floors) will minimize site disturbance by reducing the footprint of the building and/or infilling activity;
- (b) Detailed site plans for multiple unit buildings and Senior Citizens Projects shall conform to the requirements of the Residential Multiple Unit (RMU) zone in the Land Use By-Law.

LOT AREA, FRONTAGE AND YARD

- (a) Lot area and frontage requirements may be reduced to a maximum of 50% for small lot and zero lot line single detached units; and
- (b) Flag lots shall have a minimum of 30 feet of frontage; and
- (c) Minor modifications to yard requirements for residential units may be considered at the time of detailed site plan approval; and
- (d) The minimum separation distance between buildings for small lot and zero lot configurations shall be 12 (twelve) feet.

WATERCOURSE PROTECTION

- (a) All residential structures shall have a minimum setback of fifty (50) feet from any watercourse and there shall be no tree cutting or site disturbance within this fifty (50) foot buffer; and
- (b) All commercial structures shall have a minimum setback of one hundred (100) feet from any watercourse and there shall be no tree cutting or site disturbance within the 100 foot buffer.

SITE DISTURBANCE AND TREE RETENTION

- (a) Site disturbance areas for individual lots shall be identified at the time of detailed site/grading plan approval. These 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 construction of buildings; and

- (b) All site disturbance lines shall be identified (with snow fence or other appropriate barrier) in the field prior to any tree cutting or excavation activity associated with the installation of services, street construction, or creation of building pads; and
- (c) The footprint of each proposed multiple unit building, seniors unit building, and neighbourhood commercial building shall be laid out in the field for review and assessment by the Development Officer with the benefit of a set of foundation plans, prior to any tree cutting activity on the site; and
- (d) The Developer shall attempt to maximize tree retention by locating service laterals in driveways and utilizing construction practises which enable maintenance of existing trees. Methods to be used include requiring construction equipment to access the small lot and zero lot line properties from a swath cut where the building pads are to be located rather than each front yard, and clearly marking and protecting all trees which could possibly be maintained.

STREET NETWORK

- (a) Sidewalks shall be provided along one side of the extension of Moirs Mill Road and the main collector road "N/I" and any other collector streets within the project; and
- (b) The Developer shall construct the main collector road "N/I" with a sixty-six (66) foot right-of-way and a thirty (30) foot travel way; and
- (c) Cul-de-sac streets may be converted to loop or through streets - and vice versa - provided:
 - (i) All other conditions of this Development Agreement are met; and
 - (ii) That there is no increase in the number of cul-de-sacs as shown on the Plans.

PAPERMILL LAKE RCDD

**DESIGN GUIDELINES FOR MULTIPLE FAMILY
AND
COMMERCIAL BUILDINGS****Visual Intent**

The intent of the following guidelines is to encourage creative design on each of the multiple family sites and the commercial site identified on the Concept Plan. In addition to creativity, these guidelines will provide for a range of common elements to provide some level of visual continuity throughout the project. Attention to design details is expected such that each building will, in and of itself, be architecturally unique yet visually in harmony with its neighbours. The following describes the range of materials and architectural features that will be permitted for each of the multiple family sites and the one commercial site.

Exterior Materials

The prominent exterior wall facing material shall be selected from one of the following:

- Clay masonry brick.
- Concrete split masonry.
- Cut stone masonry.
- Horizontal clapboard, wood product siding with between 4 to 6" exposed to the weather.
- Stained wooden shingles with between 4 to 6" exposed to the weather.

Windows

Windows shall be treated as individual openings in a wall surface maintaining the visual emphasis of the wall surface itself. Window openings shall be a maximum of 40% of the wall area. Continuous horizontal bands of glazing will not be acceptable. Windows shall be either fixed, casement or double hung windows.

Roof Slope

The predominant roof slope shall be 22.5° or steeper. Mansard roofs shall also be permitted but preference will be given to sloped roofs with pitches of 6:12 and up. Any roof mounted mechanical equipment or other protrusions shall be housed in an enclosure which is visually integrated into the roof design. Roof materials for sloping roofs shall be one of the following:

- Asphalt shingles
- Wood shingles or shakes
- Prefinished standing seam metal
- Natural or artificial slate
- Clay tiles.

Colour

The colour range of all primary wall surfaces will be of an earth tone or natural tone with complimentary colours for trim work: roofing, windows and other details.

Height

For the one commercial site, a maximum of two storeys, not including the roof structure, shall be permitted. For the multiple family residential buildings, the desired height will be three habitable floors, not inclusive of the roof structure necessarily, or where site conditions would suggest otherwise, a maximum of four habitable floors, not inclusive of the roof structure, shall be permitted.

Siting

Minimizing site disturbance will be a major factor in the siting of all buildings.

Landscaping

The landscaping requirements of the Town's Land Use By-Law for commercial and multiple family buildings and associated parking will apply.

Signage

Signage associated with the commercial and multiple family buildings will be designed and constructed as per the signage guidelines in the Mainstreet Commercial zone.

PAPERMILL LAKE RCDD

PARAMETERS FOR MODIFICATION OF TOWN
ENGINEERING STREET AND SERVICING DESIGN STANDARDS**Sewer Manholes**

1. Cleanouts or small diameters manholes shall not be considered at the present time, however, their possible use may be re-examined if information can be supplied which adequately addresses the concerns of structural integrity, access, location, extent of use, etc.
2. Manhole spacing may be increased to 500 ft.
3. The use of Tee-Manholes will be considered on a site specific basis, especially where large diameter pipe is proposed. The use of joint deflection will be considered on large diameter trunk sewers where the location does not conflict with other underground servicing.

Sanitary Sewer System

1. Each property must have its own sanitary lateral (i.e. pipe) as per Standard Drawing #SD-23 for single family attached, zero lot line housing, and single family detached. Common lateral trenches may be considered for those housing forms.
2. Preblasting of service laterals to the building line is encouraged.
3. Series 160-SDR-26 PVC is acceptable for use in sewer forcemains.
4. Off-street servicing will be considered on a site specific basis contingent upon the extent of site disturbance necessary

Storm Sewer System

1. PVC solid wall and ribbed PVC storm sewer pipe is acceptable.
2. Grease trap catchbasins will be considered on a site specific basis (where stormwater discharges to a watercourse, parking lots of multiple units buildings, environmentally sensitive areas, etc.).
3. Increased pipe velocities will be considered on a site specific basis.

4. Ground survey information must be submitted along with the engineering plans for all lots and adjacent lots/property where on-site ground discharge of roof leaders and/or footing drains is considered and each request will be dealt with on a site specific basis. Consideration of this modification will be site specific, dependent on how water is to be dispersed, and subject to the provision that stormwater is not discharged onto or across private property or excavated areas to get to a watercourse. All roof leaders discharging to the ground shall do so at least 10 ft. from the edge of the building.
5. Catchbasin spacing shall be as required by the Halifax County Storm Drainage Design Criteria Manual and catchbasins may connect directly into the main only if the main is 48" diameter or larger.

Street Design

1. Mountable curb as per Town of Bedford Standard Drawing #SD-26 is acceptable on local streets and cul-de-sacs. All streets constructed in Bedford shall have concrete curb and gutter and maintain the minimum slope behind the curb to the right of way.
2. Full cross slope on local streets may be considered on a very site specific basis.
3. Modification to the present standards pertaining to pavement and right-of-way widths may be considered on a site specific basis depending upon, but not limited to :
 - a) Requirement for on-street and off-street parking.
 - b) Number of proposed dwelling units on the street.
 - c) Allowable building setback from the street.
 - d) Estimated traffic volume on the street.
 - e) Street function (i.e. local street serving a "through traffic" function are excluded from consideration).
 - f) Provision of sidewalks.

Site specific examples that may be considered are:

- a) local one-way loop street may have a 20 ft. street width (face of curb to face of curb) if parking were limited to one side only.
- b) cul-de-sac for up to 20 units could have a street width of 22 ft. (face of curb to face of curb).
- c) local two way streets that are not through streets could have a street width of 28 ft. wide (face of curb to face of curb).

Where pavement widths are modified as outlined above, the right-of-way will be established 10 feet outside of the face of the curb.

4. 40 km design criteria based on comfort control criteria may be considered for local streets on a site specific basis.
5. Street grades in excess of 10% may be considered on a site specific basis but the 4% maximum grade from 30 metres prior to the intersection of the two centrelines shall be required.

Other

1. All walkways linking two streets shall be constructed to Town standards. Footpaths through parkland or connecting parkland may be crusher dust.
2. Fencing of footpaths in parkland shall not be required. Fencing on walkways connecting streets shall be constructed to Town standards.
3. Reverse grade driveways from the street line back will be permitted provided proper drainage is achievable and the requirements of the National Building Code are met.
4. The use of wolmanized sign posts shall be permitted depending on the submission of an approved drawing which includes concrete base (as per present Telspar base) with embedded steel for attaching wolmanized post.
5. Modification to the Town's requirement regarding sodding of street rights-of-way shall be considered on a site specific basis assuming that the original objectives for required sodding is achieved.

TERMS OF REFERENCE

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JUNE 1, 1994

STORM DRAINAGE REPORT
PAPER MILL LAKE RCDD

With respect to development of the RCDD lands, it is the intent that the Developer will be responsible for design and installation of storm drainage systems to serve the development. The objectives of the design of the storm drainage systems will be to provide for adequate capacity for peak storm flows and to mitigate the affects of storm runoff from the project on the water quality of Paper Mill Lake.

Storm runoff from the RCDD lands will discharge to Paper Mill Lake and to Mill Run. Ultimately, the runoff will flow under the Bedford Highway discharging to Bedford Basin at Mill Cove. Several natural drainage routes exist on the property, created as a result of the irregular topography. Two primary natural tributaries to Paper Mill Lake exist within the bounds of the RCDD lands; Kearney Run, and an unnamed natural watercourse entering the west side of the lake adjacent to the proposed Senior Citizen complex. Any watercourses and drainage systems affected by development of the Paper Mill Lake RCDD lands shall be shown on the Storm Drainage Report drawings.

Within the foregoing context, the Storm Drainage Report for the Paper Mill Lake RCDD shall examine the affect of the development on Paper Mill Lake and the downstream drainage systems and recommend mitigation measures in order to achieve the objectives identified in the opening paragraph of the Terms of Reference.

The Storm Drainage Report will include a review of the background water quality sampling data which presently exists with discussion, where possible, of the correlation of the results with the timing of previous development activity which has utilized Paper Mill Lake as a discharge medium for storm runoff.

- 2 -

Based on a review of the background samples, and identification of the major deleterious substances that may be present in the storm runoff, predictions shall be presented as to the reaction in the lake that may occur as related to the objective of mitigating the affects of storm runoff from the project on the water quality of Paper Mill Lake

While a variety of mitigative measures will be examined, it is recognized that permanent control facilities may be required. In this instance, the Town of Bedford would assume responsibility for the facilities at the completion of construction provided that the facilities have been constructed to the satisfaction of the Town.

The data to be included in the Storm Drainage Report shall include: topography (based on aerial mapping or surveying where available); existing drainage structures; records of pertinent easements and property boundaries (based on LRIS property mapping information); and, limits of existing and potential development (within the Town of Bedford development boundary) within the watershed.

The Storm Drainage Report will be structured to recognize three distinct development phases as related to storm runoff water quality.

- (i) Roadway, service systems and initial lot grading construction activity performed by the Developer leading to endorsement of final subdivision approval.
- (ii) Lot grading, excavation, and landscaping activity performed by the builders and homeowners during and immediately after home construction leading to a "mature" subdivision.
- (iii) Ongoing longterm storm runoff water quality as related to a mature, landscaped developed project.

Analysis shall take place and mitigation measures proposed for each of the above three development phases.

Without limiting the scope of mitigation measures that may be proposed, example techniques that may be considered include:

- diversion of "first flush" stormwater from a portion of the RCDD lands such that it does not enter directly into Paper Mill Lake.
- underground permanent filter systems.
- buffer retention surrounding Paper Mill Lake.
- customized conditions for landscaping to be administered through the Grade Alteration By-Law.

Mitigative measures, and in particular, any proposed permanent control facilities, shall be examined with respect to:

- (a) Normal operation and maintenance of the system components of the mitigation measures;
- (b) Safety implications of the systems to be constructed; and
- (c) Implementation schedule recognizing that the project will be developed in phases.

Attachment C – Review of Relevant MPS Policies

Bedford Municipal Planning Strategy	
RESIDENTIAL POLICIES	
Policy	Staff Comments
<p>Policy R-9 <i>It shall be the intention of Town Council to establish Residential Comprehensive Development Districts (RCDD) within the Residential Development Boundary where the predominant housing form of each residential district shall be the single-unit detached dwelling unit. These residential districts are shown on the Generalized Future Land Use Map. Council shall enter a development agreement to control the development within the area identified as RCDD. Permitted uses within RCDDs shall include, but not be limited to, single detached dwelling units, two unit attached dwellings, townhouses, multiple unit dwellings, mobile home, shared housing uses (RC-Aug 9/22;E Sep 15/22), neighbourhood convenience stores, neighbourhood commercial uses, institutional uses, parks and recreational uses. Three RCDD areas have been identified: a) the remaining lands of Bedford Village Properties near Paper Mill Lake; b) the area between Union Street and the Bicentennial Highway; and c) 68 acres of land south of Nelson's Landing belonging to Crestview Properties Limited.</i></p>	<p>The subject site is designated as Residential Comprehensive Development District (RCDD) use on the GFLUM (Map 9 of MPS) and is the location listed under “a) the remaining lands of Bedford Village Properties near Paper Mill Lake”.</p> <p>The immediate surrounding area is also designated and zoned RCDD. It includes the initial development of streets and 100 lots within Bedford Village/ Papermill, including Moirs Mill Road, Ahmadi Crescent, Richardson Drive and Baha Court, as well as the Crestview subdivision. The surrounding area is predominantly made up of single-unit dwelling types, in both Crestview subdivision and in Bedford Village/ Papermill.</p>
<p>Policy R-11 <i>It shall be the intention of Town Council to limit the density of residential development within an RCDD to a maximum of 6 units per gross acre. In order to develop an RCDD at a density between 1 and 4 units per gross acre it will be necessary for Town Council to enter into a development agreement. Only single-unit dwellings will be permitted in this density range and in order for Town Council to consider this increased density the proponent must indicate methods whereby common open space (parcels which are available for use by project residents or the general public) is to be provided for such purposes as protection of existing vegetation, retention of natural features, and/or</i></p>	<p>The original development agreement limits the population density to a maximum of 4.5 units per acre and took into account the amount of common open space, the cluster/ open space site design approach, and a mix of dwelling unit types which includes “small lot” single unit dwellings. It also allowed for the redistribution of dwelling unit types within individual phases, provided the density is not exceeded and the overall percentage of single unit dwellings is at least 60%. The amending agreement proposes all units to be single-unit dwellings, maintains the maximum density of 4.5 units per acre and sets out lot size</p>

incorporation into the parks system. Development up to a maximum of 6 units per gross acre must proceed on the basis of a mix of uses. However, at least 60% of all housing shall be single unit dwellings. Such proposals may be considered by development agreement provided additional common open space is provided and the cluster/open space site design approach is utilized. When entering development agreements Town Council may consider reductions of up to 50% for frontage, side yard and lot area requirements as specified in the Land Use By-law for the type of housing being considered. A design manual is to be prepared to provide further elaboration on the cluster housing concept. Representation of the range of residential uses shall be provided in each neighbourhood area. Each street may have the same type of uses, however on a neighbourhood scale, a range of uses shall be required to provide a variety of housing in each neighbourhood area.

These densities shall be based on gross area calculations which include the land area consumed by residential uses, parkland, local, collector, and arterial streets, institutional and neighbourhood commercial uses, and environmentally sensitive sites. In the case of Papermill Lake RCDD, the gross area calculations shall exclude all that land under water in this lake as it exists on December 2, 1989.

Policy R-16
Pursuant to Policy R-9 and as provided for by Sections 55 and 56 of the Planning Act, the development of any RCDD shall only be considered by Council through a Development Agreement. Council shall evaluate the appropriateness of the proposed development in accordance with the provisions of Policy Z-3 and with regard to the following criteria:

- 1. Commercial uses shall front on a collector road;*
- 2. The compatibility of the height, bulk and scale of the uses proposed in the project with one another, where specific design criteria have minimized potential incompatibility*

and yard (setback) requirements for different unit types. As there are remaining areas to be developed in future phases which can accommodate a variety of unit types, the proposal meets the intent of this policy.

1. The proposed commercial site fronts on an extension of Nine Mile Drive, which is a collector road;
2. The proposed single-unit residential dwelling types are similar in scale to adjacent residential development and will be compatible with one another and the existing houses in the neighbourhood. The proposed commercial building will not exceed two storeys in height, will be located adjacent to the Highway 102, and will be subject to architectural guidelines in the agreement.
3. Some park areas and islands in Paper Mill Lake were deeded to HRM in the late 1990s in accordance with the original

between different housing forms and/or between different land uses;

- 3. The adequacy and usability of private and public recreational and park lands and recreational facilities. Proponents will be encouraged to provide one (1) acre of public parkland per 100 dwelling units within RCDDs. Where subdivision occurs 5% of public open space is to be provided as per the Planning Act, and Council shall seek to obtain lands which are compact, having a minimum street frontage of 60 continuous feet or one tenth of one per cent of the total park area, whichever is greater, and; where usability is defined generally as park or recreational lands having no dimension less than 30 feet (except walkway park entrances) and having at least 50 per cent of the area with a slope between 0 and 8 per cent in grade;*
- 4. The adequacy of provisions for storm water management;*
- 5. The Town will encourage development to maintain standards of water quality which will meet recreational standards;*
- 6. Council shall discourage the diversion of any storm water from one watershed to the detriment of another watershed;*
- 7. The implications of measures to mitigate the impact on watercourses;*
- 8. The adequacy and arrangement of vehicular traffic and public transit access and circulation, including intersections, road widths, channelization, traffic controls and road grades;*
- 9. The adequacy and arrangement of pedestrian traffic access and circulation including: physical separation of pedestrians from vehicular traffic, provision of walkway structures, and provision of crosswalk lights;*
- 10. The maintenance of the small town character by discouraging concentrations of multiple unit dwellings (townhouses and apartment units) in any one project or area; concentrations shall be viewed as individual projects exceeding 36 units or as clustering of more than three such multiple-unit projects on abutting lots and/or lots within 100 feet;*
- 11. With respect to multiple-unit projects, Council shall consider, among other items, the:*
 - i) access to the collector or arterial road system;*
 - ii) proximity to existing or proposed recreational facilities;*

agreement. The current proposal will see additional land being accepted by HRM for both dedicated park areas and non-dedicated open space areas that will be left in a natural state.

4. The proposal has been reviewed by Halifax Water. All stormwater management will be required to meet Halifax Water specifications.

5. The amending agreement includes a new clause and schedules which outline requirements for a detailed water quality monitoring program and lake water testing for Paper Mill Lake. Refer to policy E-19 below.

6. See No. 4 above.

7. The amending agreement requires an increase in the setback of buildings from watercourses, from 50 feet to 66 feet (20 metres). The original agreement stipulates that there be no tree cutting or site disturbance within the setback area.

8. The proposal has been reviewed by HRM Traffic, Engineering and Transit staff. The applicant's traffic impact statement was reviewed by staff and deemed acceptable. A more detailed analysis will take place at the final subdivision stage. However, no concerns have been raised.

9. There will be additional sidewalks, walkways, and trails linking the new streets with parks and open spaces, as well as the off-site completion of the existing sidewalk along the western side of Nine Mile Drive. Collector road "Nine Mile Drive" will be constructed with a sidewalk on the north side and a multi-use pathway on the south side, while Moirs Mill Road will have sidewalks on both sides, one of which could be changed to a multi-use trail. These details will be reviewed and confirmed at the subdivision stage.

10. There are no multi-unit residential buildings as part of this proposal.

11. N/A. No multi-unit proposed.

12. The proposal has been reviewed by Halifax Regional Centre for Education. While the proposed Bedford Village/ Paper Mill Lake development is not in itself a concern, the cumulative effect of this

<p>iii) existence of adequate services in the area; iv) conformance with all other relevant policies in this strategy; v) preference to limit the maximum height of any apartment building to three stories except as provided for in Policy R-12A to maintain the small town character; vi) density limitation of 30 units per net acre; vii) requirements of the RMU Zone, where appropriate; viii) the bulk and scale of multiple-unit projects in relation to abutting properties; and, ix) a maximum of 36 units per building</p> <p>12. The adequacy of school facilities to accommodate any projected increase in enrolment.</p> <p>13. The adequacy of architectural design; 14. The adequacy of non-site disturbance areas, landscaping areas, and horticultural practices to ensure the survival of these areas; 15. The adequacy of streetscape design.</p>	<p>proposal with other planned projects in the area, including the Bedford Commons and Sandy Lake developments, does pose longer term concerns with school capacity. There eventually will be a need for new schools in this area. However, in the short term, HRCE will continue to look at temporary measures that can be put in place. The Education Act mandates that every person over the age of 5 years and under the age 21 years has the right to attend a public school serving the school region in which that person lives.</p> <p>13. N/A for single unit dwellings; included for the commercial building in the original agreement.</p> <p>14. The original agreement includes clauses regarding site disturbance and tree retention on individual lots and also requires the developer to prepare and submit an Environmental Protection Plan (EPP) prior to any construction on the site (refer to policy E-14 below).</p> <p>15. Streets will be designed as per municipal guidelines and in accordance with approved engineering variances.</p>
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TRANSPORTATION POLICIES

Policy	Staff Comments
<p>Policy T-1 It shall be the intention of Town Council to utilize the road classification system as shown on Map 1 in the ongoing development of the Town's transportation system. This hierarchy includes expressways, arterial roads, collector streets, and local streets. Town Council shall undertake a study to review this classification system and the servicing standards on which it is based.</p>	<p>Map 1 of the MPS shows proposed collector streets running through the subject lands, from Moirs Mill Road northward to the Hammonds Plains Road and southward towards the existing Nine Mile Drive and Larry Uteck Boulevard.</p>
<p>Policy T-13 It shall be the intention of Town Council to immediately commence a study to identify and evaluate alternative north-south routes between the Sunnyside area and the Mill Cove area and to identify methods of directing traffic to the Bicentennial Highway in order to reduce traffic congestion on the Bedford Highway.</p>	<p>Since the time this policy was created, there have been road connections between Oceanview Drive and Nine Mile Drive, which itself connects to Larry Uteck Boulevard and Highway 102. The proposed amendments will see the extension of collector roads Moirs Mill Road and Nine Mile Drive in the first phase of road</p>

	construction, which will alleviate concerns regarding congestion on the Bedford Highway and which meets the intent of this policy.
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ENVIRONMENT POLICIES	
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Policy	Staff Comments
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Policy E-13
It shall be the intention of Town Council to identify on a map areas which are environmentally sensitive to development. This map shall be known as the Environmentally Sensitive Areas Map. These areas, which require special consideration in their development because of the presence of certain hydrologic and geomorphic features, are slopes which exceed 20% and water retention areas [lakes, ponds, swamps, bogs, marshes]. Environmentally sensitive areas within the two large undeveloped portions of the Town located within the Residential Development Boundary have been studied and identified: a) Union Street RCDD, and b) Papermill Lake RCDD.

The environmentally sensitive areas map shows areas of steep slopes (over 20%) and watercourses. The original DA took into account these features in the creation of the conceptual site plan (Schedule “B”). The environmentally sensitive areas were either shown as park areas or setbacks from watercourses, within which areas there is to be no tree cutting or site disturbance. The current proposal follows much of the original street layout and lot arrangement, with the exception that the minimum setbacks from watercourses will be increased from 50 feet to 66 feet (20 metres) and some park areas will be taken over by HRM as open space areas without the benefit of dedicated ‘park’ area calculation.

Policy E-14
Town Council shall require that environmentally sensitive areas as identified in Policy E-13 remain in a natural state, unless as part of a development agreement the proponent undertakes an environmental impact study to determine whether the environmental constraints are nonexistent or can be overcome without adversity to the environment. The study shall identify the area's sensitivities through consideration of the items listed in the chart within Appendix A. The study shall address the impact of the proposed development on the area's identified sensitivities and how the impact(s) may be mitigated. The study shall also establish a means of monitoring any potential impacts during the development phase and for a specific time following development. Proposals considered under this policy shall be subject to the evaluation criteria contained in Policy Z-3.

The original agreement requires that the environmentally sensitive areas remain in a natural state, with the exception of the allowance for trails through park areas. The agreement also requires that, at the time of detailed site/ grading plan approval, site disturbance areas for individual lots be demarcated both on plans and on site, showing areas to be protected.

The agreement requires the developer to prepare and submit an Environmental Protection Plan (EPP) prior to any construction on the site and subject to meeting stormwater management requirements.

The agreement requires a water quality monitoring program for Paper Mill Lake (refer to policy E-19 below).

<p>Policy E-19 <i>It shall be the intention of Town Council to enter into an inter-municipal planning strategy or to seek co-ordination of municipal planning strategy polices with adjacent municipalities in order to establish site construction and land use practice standards within regional watersheds, specifically the Sackville River, Kearney Lake, Sandy Lake, Rocky Lake, Marsh Lake, Paper Mill Lake, and Anderson Lake watersheds, to protect regional water resources.</i></p>	<p>The amending agreement includes a new clause and schedules (Attachment A, schedules G and H) which outline the details of a water quality monitoring program in conjunction with the municipality's Lake Watchers Program and which illustrates testing locations within Paper Mill Lake. This water quality monitoring program is similar to other recent testing requirements for Bedford West and Penhorn Future Growth Node development agreements. The program outlines the developer's responsibilities (both in conjunction with Lake Watchers and in the event the Lake Watchers program ends) and will be monitored by HRM staff.</p>
<p>Policy BW-3 (Bedford West) <i>A water quality monitoring program shall be undertaken for the Paper Mill Lake watershed, illustrated on Schedule BW-2 to track the eutrophication process. The program is to be designed in accordance with national guidelines established by the Canadian Council for Ministers of the Environment (the CCME guidelines) and undertaken by a qualified persons retained by the Municipality and financed in whole or in part by developers within the watershed area. Specifics of the program are to be negotiated under the terms of a development agreement in consultation with the Bedford Watershed Advisory Board.</i></p>	<p>Schedule BW-2 illustrates the Paper Mill Lake watershed which includes the subject lands. While policy BW-3 was created mainly for the Bedford West development agreement, the monitoring program noted above is similar to that recently prepared for Bedford West sub-area 10. There is currently water testing being carried out for Paper Mill Lake as part of Lake Watchers and the proposed program will provide additional testing in the future if necessary.</p>
IMPLEMENTATION POLICIES	
Policy	Staff Comments
<p>Policy Z-3 <i>It shall be the policy of Town Council when considering zoning amendments and development agreements [excluding the WFCDD area and Bedford West Sub-Area 1 and 12 shown on schedule BW-9] (Municipal Affairs-Housing-Nov 21/ 23: E-Dec19/23) with the advice of the Planning Department, to have regard for all other relevant criteria as set out in various policies of this plan as well as the following matters:</i></p>	<ol style="list-style-type: none"> 1. The proposal is in conformance with the intent of the MPS and policy R-16 (above). 2. The proposal is similar to and compatible with adjacent uses. Refer to policy R-16, clause 2) above. 3. N/A. The proposal is for standard and small-lot single detached houses, which is similar to the surrounding development. Therefore, no land use incompatibilities exist in these phases of development. 4. Safe access will be provided in the form of the connection of existing streets in the

1. That the proposal is in conformance with the intent of this Plan and with the requirements of all other Town By-laws and regulations, and where applicable, Policy R-16 is specifically met;

2. That the proposal is compatible with adjacent uses and the existing development form in the neighbourhood in terms of the use, bulk, and scale of the proposal;

3. That provisions are made for buffers and/or separations to reduce the impact of the proposed development where incompatibilities with adjacent uses are anticipated;

4. That provisions are made for safe access to the project with minimal impact on the adjacent street network;

5. That a written analysis of the proposal is provided by staff which addresses whether the proposal is premature or inappropriate by reason of:

- i) the financial capability of the Town to absorb any capital or operating costs relating to the development;
- ii) the adequacy of sewer services within the proposed development and the surrounding area, or if services are not provided, the adequacy of physical site conditions for private on-site sewer and water systems;
- iii) the adequacy of water services for domestic services and fire flows at Insurers Advisory Organization (I.A.O.) levels; the impact on water services of development on adjacent lands is to be considered;
- iv) precipitating or contributing to a pollution problem in the area relating to emissions to the air or discharge to the ground or water bodies of chemical pollutants;
- v) the adequacy of the storm water system with regard to erosion and sedimentation on adjacent and downstream areas (including parklands) and on watercourses;
- vi) the adequacy of school facilities within the Town of Bedford including, but not limited to, classrooms, gymnasiums, libraries, music rooms, etc.;
- vii) the adequacy of recreational land and/ or facilities;
- viii) the adequacy of street networks in, adjacent to, or leading toward the development regarding congestion and traffic hazards and the

area, a series of walkways, sidewalks and trails connections, and potential for new transit route connections which all complement but do not conflict with one another.

5. i) No costs to the Municipality are expected. The developer will be responsible for costs related to the development.

ii) & iii) There have been no concerns raised with regards to water and sewer services by Halifax Water. The applicant has prepared a hydraulic model analysis of the water system to review the functionality and efficiency of the system. This analysis has been reviewed by staff at Halifax Water and has been deemed acceptable for the development agreement stage. The proposal will be reviewed in more detail during the subdivision application stage.

iv) No environmental implications are anticipated.

v) The proposal will be required to submit detailed drawings and to meet current standards and requirements for stormwater and erosion/ sedimentation control, which will be reviewed during the subdivision application stage.

vi) Refer to R-16, clause 12) above.

vii) There are adequate recreation land parcels (parks and open spaces) within the proposed development and adequate parks and facilities in the larger Bedford community.

viii) There are no concerns related to the adequacy of the street network and access routes. Refer to policies R-16 (clause 8) and T-13.

ix) There are no negative impacts on access to rivers or the lake. The proposal will result in additional access points to streams via trails and walkways through park areas P1 and P3.

x) There are no historical buildings or sites. Natural features such as streams and sloping lands will be enhanced by the creation of new parks and open spaces and increasing the watercourse setbacks.

xi) N/A.

<p><i>adequacy of existing and proposed access routes;</i></p> <p><i>ix) impact on public access to rivers, lakes, and Bedford Bay shorelines;</i></p> <p><i>x) the presence of significant natural features or historical buildings and sites;</i></p> <p><i>xi) creating a scattered development pattern which requires extensions to trunk facilities and public services beyond the Primary Development Boundary;</i></p> <p><i>xii) impact on environmentally sensitive areas identified on the Environmentally Sensitive Areas Map; and,</i></p> <p><i>xiii) suitability of the proposed development's siting plan with regard to the physical characteristics of the site.</i></p>	<p>xii) No impacts. Refer to policy R-16, clauses 5), 7), and 14), and policies E-13, E-14, and E-19.</p> <p>xiii) The proposed concept site plan has been reviewed by various staff and has been deemed suitable for the development agreement stage. More details will be reviewed at the subdivision stage.</p>
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Halifax Regional Municipal Planning Strategy (Regional Plan)

CHAPTER 4: TRANSPORTATION AND MOBILITY

Policy	Staff Comments
<p>Policy T-9</p> <p><i>HRM shall require mixed use residential and commercial areas designed to maximize access to public transit (Transit Oriented Development) within the Urban Transit Service Boundary through secondary planning strategies and shall strive to achieve the intent of this policy through land use by-law amendments, development agreements and capital investments.</i></p>	<p>The subject site is within the Urban Transit Service Boundary and bus stops and route connections are being considered for Moirs Mill Road and Nine Mile Drive connections. The proposed development agreement will result in an increase in residents who may utilize transit services. This meets the intent of this policy.</p>

PRIORITIES PLANS

<p>Policy G-14A</p> <p><i>In considering development agreements or amendments to development agreements, or any proposed amendments to the Regional Plan, secondary planning strategies, or land use by-laws, in addition to the policies of this Plan, HRM shall consider the objectives, policies and actions of the priorities plans approved by Regional Council since 2014, including:</i></p> <p><i>(a) The Integrated Mobility Plan;</i></p> <p><i>(b) Halifax Green Network Plan;</i></p> <p><i>(c) HalifACT;</i></p> <p><i>(d) Halifax’s Inclusive Economic Strategy 2022-2027; and</i></p> <p><i>(e) any other priority plan approved by Regional Council while this policy is in effect.</i></p>	<p>See comments below on the Integrated Mobility Plan.</p>
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Integrated Mobility Plan

3. MODE-SPECIFIC POLICIES

3.2 Transit

Objective 3.2.1

Enhance transit service by increasing the priority of transit and improving the integration of transit service with land use and settlement patterns.

This proposal is an infill development which allows for the completion of Moirs Mill Road and connection to Nine Mile Drive extension. This will allow for a future transit route and bus stops to be located along these streets, providing another connection from Larry Uteck Boulevard to the Bedford Highway, with the potential to improve ridership of the transit network by residents of the development.