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Item No. 12.2
Regional Council and North West Community Council
September 10, 2024
October 1, 2024

TO: Chair and Members of Regional Council and North West Community Council

FROM: Cathie O'Toole, Chief Administrative Officer

DATE: July 25, 2024

SUBJECT: MPSA-2023-00349: Amendments to the Bedford Municipal Planning Strategy, Halifax Municipal Planning Strategy and associated development agreement for lands between Larry Uteck Boulevard, Starboard Drive, and Fleetview Drive, Halifax

ORIGIN

- Application by Clayton Developments on behalf of SHX Developments Limited (Shannex) and J.P. Shannon Realities Limited
- June 20, 2023, Regional Council initiation of the MPS amendment process

EXECUTIVE SUMMARY

This report describes the Municipal Planning Strategy (MPS) amendments and development agreement planning application process considered by staff for lands between Larry Uteck Boulevard, Starboard Drive, and Fleetview Drive in Bedford. The proposed development is primarily residential lifestyle community designed for seniors, which includes townhouses, multiple unit dwellings, shared housing, shared housing with special care, as well as community commercial, institutional, recreation, and open space uses. The site is proposed to have a maximum building height of twelve storeys and 2,049 persons.

Proposed policy amendments include:

- (a) new policy to permit a lifestyle community development, which includes townhouses, multiple unit dwellings, shared housing, shared housing with special care, as well as community commercial, institutional, recreation, and open space uses, with increased density, increased maximum building height, and decreased population allocation rates, and,
- (b) amendment to policy to ensure the population permitted for Community Commercial/Institutional uses shall not be used in calculations for other parts of Bedford South or Wentworth.

Community engagement was undertaken in October 2023, and feedback included concerns with increased vehicle traffic on streets abutting the lands and in the surrounding neighbourhood, negative effects to nearby property owners during the extended construction period, potential flood risk on neighbouring properties, concerns regarding increased building height, and increased noise from ambulances accessing the site. Staff feel that since receiving the feedback through engagement, revisions to the proposal and supplementary information provided by the applicant has sufficiently addressed these concerns. Staff

recommend that Council approve the proposed amendments to the Bedford MPS, Halifax MPS, and provisionally approve the proposed development agreement for the lands.

RECOMMENDATION

It is recommended that Regional Council:

1. Give First Reading to consider the proposed amendments to the Municipal Planning Strategy (MPS) for Bedford, as set out in Attachment A of this report, to allow for increased density, increased building height, and additional area to permit a lifestyle community development on lands between Larry Uteck Boulevard, Starboard Drive, and Fleetview Drive, Halifax, and schedule a public hearing;
2. Give First Reading to consider the proposed amendments to the Municipal Planning Strategy (MPS) for Halifax, as set out in Attachment B of this report, to allow for increased density, increased building height, and additional area to permit a lifestyle community development on lands between Larry Uteck Boulevard, Starboard Drive, and Fleetview Drive, Halifax, and schedule a public hearing;
3. Adopt the proposed amendments to the MPS for Bedford, as set out in Attachment A of this report; and,
4. Adopt the proposed amendments to the MPS for Halifax, as set out in Attachment B of this report.

It is further recommended that North West Community Council:

5. Give Notice of Motion to consider the proposed development agreement, as set out in Attachment C of this report, to permit a lifestyle community development on lands between Larry Uteck Boulevard, Starboard Drive, and Fleetview Drive, Halifax. The public hearing for the development agreement shall be held concurrently with that indicated in Recommendation 1 and 2;
6. Provisionally approve the proposed development agreement to permit a lifestyle community development, which shall be substantially of the same form as contained in Attachment C of this report; and,
7. Require the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Clayton Developments, on behalf of SHX Developments Limited (Shannex) and J.P. Realities Limited, is applying to amend the Bedford Municipal Planning Strategy (MPS) and Halifax MPS, discharge the lands from two existing development agreements and enter into a new development agreement for a site on Starboard Drive, Halifax. The proposed amendments increase the maximum permitted population density, increase the maximum building height, and expand the area of the proposed lifestyle community development. The lifestyle community development includes townhouses, multiple unit dwellings, shared housing, shared housing with special care, as well as community commercial, institutional, recreation, and open space uses to support the development.

Subject Site	PIDs 41316522, 41316514, 41318049, 41533340, and 41542648
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Location	Between Larry Uteck Boulevard, Starboard Drive, and Fleetview Drive in Halifax
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Bedford South Secondary Planning Strategy (BSSPS) within the Bedford Municipal Planning Strategy (BMPS) and Wentworth Secondary Planning Strategy (WSPS) within the Halifax Municipal Planning Strategy (HMPS)
Zoning (Map 2)	Bedford South Comprehensive Development District (BSCDD) under the Bedford Land Use By-law (BLUB), Wentworth Comprehensive Development District (WCDD) under the Halifax Mainland Land Use By-law (HMLUB)
Size of Site	14.6 hectares (36 acres)
Street Frontage	510.5 metres along Starboard Drive and 182.1 metres along Larry Uteck Boulevard
Current Land Use(s)	Vacant under existing development agreements except for an existing office building at the intersection of Larry Uteck Boulevard and Starboard Drive
Surrounding Use(s)	Multi-unit dwellings, office, retail and restaurants, low-density residential, parkland

Proposal Details

The applicant proposes to increase the permitted population density within the subject site as well as adjust a portion of the community concept plan designations for Bedford South and Wentworth to allow for commercial office and lifestyle community uses.

The lifestyle community development would include townhouses and multiple unit dwellings, as well as shared housing and shared housing with special care (nursing home facilities) that are all managed by a single entity. Within the development, a range of personal care and supportive services would be provided to residents including security, health and medical services, meals, housekeeping and laundry, fitness, recreational activities, transportation, and retail and social services. Some of these amenities would also be available to the public, such as a restaurant, café, and hair salon.

The major aspects of the proposal are to allow the following:

- an increase in population from 1,010 to 2,059 persons allocated across the lands in a lifestyle community development;
- an increase in the maximum permitted building height from 6 to 12 storeys;
- the development of a lifestyle community development use on a portion of the subject site fronting on Starboard Drive; and,
- flexibility to allocate population density across the subject site.



MPS and LUB Context

In 2002, Regional Council approved the Wentworth Secondary Planning Strategy (WSPS) within the Halifax MPS and the Bedford South Secondary Planning Strategy (BSSPS) within the Bedford MPS to enable a new mixed-use development between Bedford Highway and Highway 102, north of the Royale Hemlocks Subdivision and south of the Crestview Subdivision. The objectives and principles of the BSSPS and WSPS include direction to support community needs while mitigating impacts on established neighbourhoods, the natural environment, and the Municipality’s fiscal resources.

With few exceptions, both the WSPS and BSSPS are identical and share a common community concept plan. The subject site is designated as a mix of Community Commercial / Institutional, Park / Open space, and Residential Neighbourhoods under the community concept plan. Policies MS-1 and MS-2 within both secondary plans set a maximum population density to ensure that the municipal wastewater, water, and transportation infrastructure is sufficient to accommodate new development. Amendments to these policies are needed to support the applicant’s request.

The community concept divides the secondary plans into six sub areas – Neighbourhoods A, D and E are under the BSSPS, Neighbourhood F is under the WSPS, and Neighbourhoods B and C are split between both the BSSPS and the WSPS. Lands subject to the current application are within Neighbourhoods E and F and are therefore split between the two secondary plans.

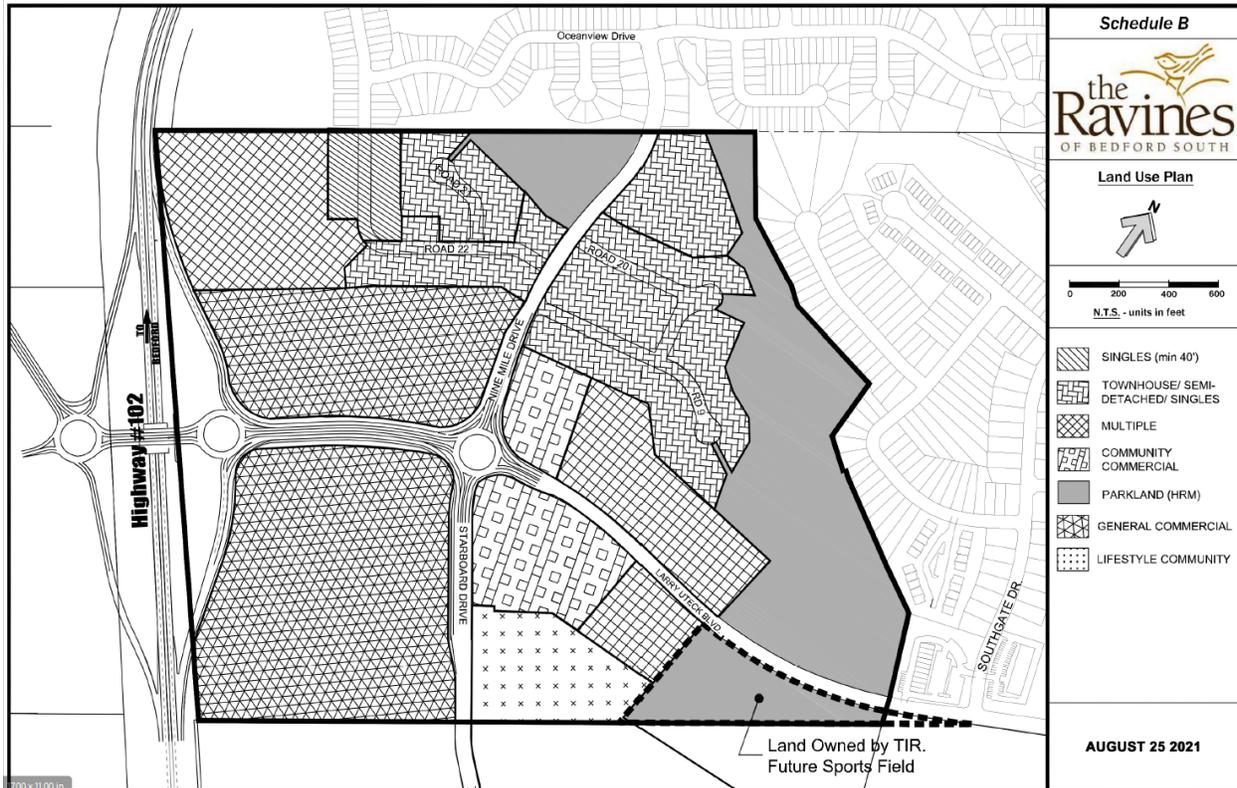
Existing Development Agreements

In 2009, North West Community Council approved a development agreement for Neighbourhood E under Case 01159 and Chebucto Community Council approved a development agreement for neighbourhood F under Case 01194. These development agreements have since been amended as follows:

Case 01159 (Bedford)

- Original development agreement permitted the following on the subject lands:

- Multiple unit dwellings, assisted living, residential care facilities, community commercial, lifestyle community uses, and
- Maximum building height of 6 storeys (or 6 habitable storeys for multiple unit dwellings, assisted living, and residential care facilities).
- November 26, 2010: amendments under Case 01344 were registered to permit the commencement of development prior to the construction of the Highway 102 interchange at Larry Uteck Boulevard;
- August 31, 2011: amendments under Case 16877 were registered to permit a single ownership townhouse cluster/townhouse condominium development with no increase to the overall development density; and
- June 20, 2012: amendments under Case 17532 were registered to allow facial wall signs.



Case 01194 (Halifax)

- Original development agreement permitted the following on the subject lands:
 - Multiple unit dwellings, assisted living, residential care facilities, lifestyle community uses, and
 - Maximum building height of 6 storeys (or 6 habitable storeys for multiple unit dwellings, assisted living, and residential care facilities)
- February 5, 2016: amendments under Case 18514 were registered to allow the transfer of 118 dwelling units from Bedford West Sub Area 9, permit smaller lot area and frontage requirements for single unit dwellings, reconfigure multiple unit dwellings, parkland and roads, and establish a community commercial land use.



Approval Process

To support the applicant's request, amendments to both the Bedford and Halifax MPS are required, as the site spans both plan areas and substantive amendments to both development agreements are needed. It would be challenging to administer density regulations contained within two separate agreements. Such an approach would also require permission from all other property owners who are party to each development agreement. Instead, staff propose to discharge the existing agreements from the subject site and enter into a new agreement so development requirements can be applied holistically. The existing agreements must be discharged upon approval and prior to registration of this proposed agreement. Part VIII, Section 244 of the *Halifax Regional Municipality Charter* empowers the Chief Administrative Officer (CAO) to discharge a development agreement. This request has been forwarded to the CAO through a separate report.

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

DISCUSSION

The MPS is a strategic policy document that sets out the goals, objectives and direction for long term growth and development in the municipality. Amendments to an MPS are significant undertakings and Council is under no obligation to consider such requests. In this case, staff advise that the request is reasonably consistent with the Regional Planning policies and good planning principles. Staff have reviewed the applicant's proposal and rationale, and have considered the existing neighbourhood context, impact to traffic, capacity of services, and Regional Plan and Priorities Plan policies.

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

Proposed MPS Amendments

Staff considered the existing MPS policy context and several policy approaches when drafting the proposed MPS amendments. Attachments A and B contain the proposed MPS amendments. A summary of the proposed amendments are as follows:

- The addition of a new policy to permit a primarily residential community development, which includes townhouses, multiple unit dwellings, shared housing, shared housing with special care, as well as community commercial, institutional, recreation, and open space uses on the lands with increased density, increased maximum building height, and decreased population allocation rates; and,
- An amendment to policy to ensure sewage calculations and densities for Community Commercial/Institutional uses enabled for the development on the lands shall not be used in calculations for other parts of Bedford South or Wentworth.

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

Increased Population Density

The applicant has requested an increase in density permitted on the lands from 1049 to 2059 persons. Staff have reviewed this request based on the potential effects to traffic generation and flow, servicing capacity, and general conformance with Regional Plan policy.

The applicant has submitted a traffic impact analysis for the proposed development, which was reviewed and accepted by HRM Development Engineering. The conclusion of the assessment is that the proposed development is not expected to have significant impact to the levels of performance on adjacent streets and intersections or to the regional street system. Vehicular access to the site is planned to be primarily via two full access driveways on Starboard Drive and Fleetview Drive. Additional secondary access points to Starboard Drive and Larry Uteck Boulevard are enabled by the agreement and each access has sufficient intersection sight distance. All intersections are expected to operate within available capacity during the AM and PM peak hours. All movements at the study intersections are expected to operate within acceptable limits with and without full build-out of the proposed development.

Nova Scotia Department of Public Works has also reviewed the application due to the site's proximity to the Highway 102 interchange located just west of the lands. No concerns were identified in their review relating to capacity, and there were no other negative impacts to the highway ramps incurred by the increased density proposed for the site.

Staff from both Halifax Water and HRM's Development Engineering have reviewed the submission and indicated that the request for additional density can be accommodated from an infrastructure capacity perspective. Water and sewer infrastructure was originally designed to be overbuilt in the area, and now that the subject site is one of the last undeveloped parcels in the Bedford South and Wentworth Secondary Planning Areas, there is capacity for additional density. Given that the cost capital charges were paid for at the time of subdivision to create the existing parcels, and because of the availability of infrastructure capacity to support the requested increase in density, additional capital cost contributions were not deemed to be required.

The Regional Plan provides staff with the guidance to direct growth to areas of the Municipality where the necessary supporting services and infrastructure are already available. In this case, staff have determined that the services and infrastructure exist and have capacity to service the additional 1010 persons being requested on the lands.

Increased Population Allocation Rates

Existing policy for the Bedford South and Wentworth Secondary Planning Areas states in part that residential populations shall be calculated based on an assumed occupancy of 3.35 persons per single unit, two-unit or townhouse dwelling and 2.25 persons per unit in each multiple unit dwelling.

While the age of residents cannot be regulated through a development agreement, this development will be managed by Shannex, which is a corporation who operates accommodations, services, and support for seniors in Nova Scotia, New Brunswick and Ontario. The residential units proposed in this development will be designed and marketed to seniors. Based on data provided by the applicant on behalf of Shannex, developments similar to the proposed have approximately 90% of their units occupied by a single resident, even if they are designed with more than one bedroom.

Therefore, staff deemed it reasonable to amend the population allocation rates to better suit the proposed development, to 2.0 persons per townhouse unit, 1.5 persons per apartment unit, and 1 person per bed for shared housing and shared housing with special care uses (i.e. nursing home). The overall population density of site would not exceed 2059 people, but this amendment would allow for more units built than a standard residential development.

Interim Bonus Zoning

In February 2023, Regional Council approved new requirements for public benefits that apply to all MPS amendment applications that result in additional units for properties located inside the Urban Service Boundary, and outside of the Regional Centre and Future Serviced Communities. The program balances the need for all housing in areas designated for density with the need to invest in affordable housing and other amenities that are necessary to support growth. This application is subject to the new Interim Bonus Zoning requirements.

The site is larger than 10 hectares in size, therefore the charges are based on a land appraisal that will be procured by the Municipality at the property owner's expense and will equal 12% of the assessed value at the time of plan amendment or development agreement approval, whichever comes later. The program requires 60% of the proposed public benefit be directed to fund new affordable housing construction projects, or to renovate existing affordable housing units that are owned and operated by a non-profit housing provider or charity. Non-profit or charitable housing developments are not required to provide additional public benefits.

Generally, in a large, multi-phased development the lands would be broken into blocks with an appraised value for each block, with payment due upon issuance of first occupancy permit. If density flexibility between blocks is required, the bonusing charges for both of the blocks is required to be paid prior the permit issuance. To date, schedules have been inserted to the relevant Land Use By-laws to track which sites must meet these requirements, but due to timing issues between this application and the adoption of the Regional Plan, an amendment to the Land Use By-laws for Bedford and Halifax Mainland was not feasible. Therefore, the interim bonus zoning requirements have been inserted as Schedule H in the proposed development agreement to ensure that the requirements are enforced by the Development Officer at the permitting stage.

Proposed Development Agreement

Attachment C contains the proposed development agreement for the subject site and the conditions under which the development may occur. As the site has already commenced development under the existing development the site has been split into two areas with different permitted uses, built form requirements, and architectural requirements. "Area A" retains development requirements from the existing development agreements, and "Area B" proposes new requirements based on proposed MPS amendments (Schedule C of Attachment C). The proposed development agreement addresses the following matters:

- Area A
 - Permitted uses: shared housing, shared housing with special care, townhouses, multiple unit dwellings, open space uses, community commercial uses, institutional uses, recreational uses, open space uses, and accessory uses;
 - Maximum building height of 8 storeys; and

- Built form and architectural requirements for residential buildings and stand-alone commercial buildings;
- Area B
 - Permitted uses: shared housing, multiple unit dwellings, one three (3) storey maintenance building, open space uses, community commercial uses, institutional uses, recreational uses, and accessory uses;
 - Maximum building height of 12 storeys; and
 - Built form and architectural requirements;
- Required indoor and outdoor amenity space specifically for residents;
- Controls on location of common shared private driveways and pedestrian walkways
- Requirements for vehicular and bicycle parking;
- Controls on fire suppression infrastructure;
- Landscaping and lighting controls;
- Non substantive amendments permitted within the agreement, including:
 - Changes to amenity space;
 - Changes to the common shared private driveway and pedestrian walkways;
 - Changes to parking, circulation and access requirements;
 - Changes to landscaping requirements;
 - Changes to the signage requirements;
 - Changes to screening requirements;
 - Changes to any of the Schedules of the development agreement to reflect a partial discharge of this Agreement; and
 - Extensions to the dates of commencement and completion of development.

The attached proposed development agreement will permit the lifestyle community development, subject to the controls identified above.

Housing for an Aging Population

The municipality has authority to create policy aimed at addressing social conditions but is not able to regulate tenancy. The establishment of regulations restricting age would be considered discriminatory under the NS Human Rights Act. However, a developer or property owner may market buildings for seniors and the Municipality may institute design requirements which may respond to the needs of an older demographic provided they do not discriminate against other groups or individuals. In planning for its communities, the Municipality aims to develop policies and enable development which supports sustainable growth and reflects community desires in terms of land uses and building form.

The new policy proposed for the Bedford and Halifax Municipal Planning Strategies through this application provide for increased population density and maximum building heights for a development designed to respond to individuals who may need personalized services or help with activities of daily living. However, it is also acknowledged that the additional density in this proposed development provides an economy of scale that allows the establishment of additional on-site facilities that support individuals who, regardless of their age, may need personalized services.

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 following policies were identified to be most relevant to this application, and as such were used to inform the recommendation within this report:

- 1) The Regional Plan directs staff to focus new growth in centres where supporting services and infrastructure are already available, and Bedford South is identified as an Urban District Growth Centre. The site is located on municipal water and sewer, on existing transit routes, and adjacent to a variety of commercial amenities and parkland.
- 2) The Integrated Mobility Plan guides investment in active transportation, transit, transportation demand management, goods movement, and the road network. One of the plan's foundational policies aims to concentrate residential and commercial densities in places with multiple mobility options to create complete communities. The site is located on three local Halifax Transit bus routes and has existing sidewalks along all street frontages. It is also located approximately 70 metres from the Larry Uteck Greenway, which is a multi-use pathway connection between the Larry Uteck Boulevard-Starboard Drive-Nine Mile Drive roundabout and Amesbury Gate, and less than 500 metres from the vehicular access to Highway 102.

Conclusion

Staff have reviewed the application relative to the existing policy context and advise that the MPS should be amended to allow for increased density, increased building heights, and to allow for an additional portion of the site to be designated for a lifestyle development, in order to permit the lifestyle community development as outlined in the proposed development agreement. The additional density requested by the applicant can be accommodated by existing transportation and servicing infrastructure and the site is located near a variety of restaurant, pharmacy, grocery and retail services for future residents. The proposal has the potential to help address the current housing supply shortage by providing additional specialized housing that will free up other forms of housing in the community.

Acknowledging the municipality's inability to regulate for age-specific housing, it is accepted that individuals of any age may require additional assistance in their day to day living. It is further acknowledged that if facilities such as these are to provide the types of health and wellness services that are required for independent living, they must be of a certain size to reach the necessary economies of scale. As such, the proposed land use regulations permit housing combined with the necessary suite of businesses and services to allow residents to live and gain access to these types of services without leaving the Bedford community. Implementing policies which allow increased densities, modestly increased building scales, in addition to design criteria which will mitigate impacts of density and mass is advisable.

Therefore, staff recommend that Regional Council approve the proposed MPS amendments as outlined in this staff report. Should Regional Council approve the MPS amendments, North West Community Council may then consider and render a decision on 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 the development agreement. The HRM costs associated with processing of this planning application and administration of the 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 involves proposed MPS amendments. Such amendments are at the discretion of Regional Council and are not subject to appeal to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed amendments are contained within the Discussion section of this report.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy, the *HRM Charter*, and the Public Participation Administrative Order (2023-002-ADM). The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public information meeting held on October 19, 2023.

Attachment D contains a copy of a summary from the meeting. A total of 729 letters were mailed to property owners and tenants within the notification area (Map 2). The HRM website received a total of 1470 unique pageviews over the course of the application, with an average time on page of 1 minutes and 1 seconds. The public comments received include the following topics:

- Increased vehicle traffic on Fleetview Drive and Starboard Drive negatively impacting access and flow to Friesen Court, driveways for commercial plazas, and the Highway 102 roundabout;
- Increased vehicle traffic using Oceanview Drive as a shortcutting route;
- Negative effects to nearby property owners during the extended construction period;
- Potential flood risk on neighbouring properties;
- Increased building height; and,
- Increased noise from ambulances accessing the site.

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

LEGISLATIVE AUTHORITY

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

ALTERNATIVES

Regional Council may choose to:

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

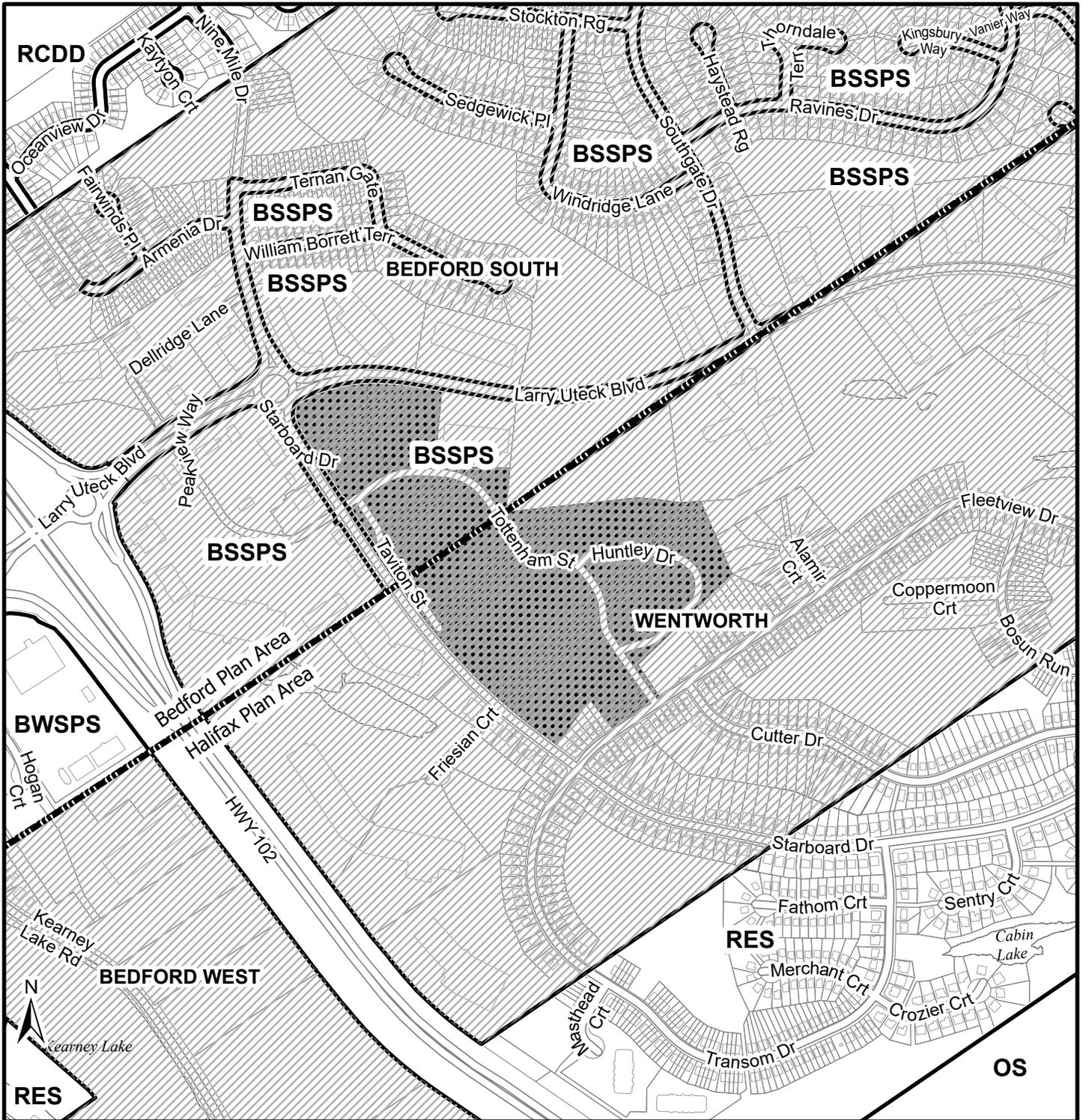
The North West Community Council may choose to:

3. Approve the proposed development 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*.
4. Refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Amendment to Bedford Municipal Planning Strategy
Attachment B:	Proposed Amendment to the Halifax Municipal Planning Strategy
Attachment C:	Proposed Development Agreement
Attachment D:	Public Information Meeting (PIM) Summary
Attachment E:	Planning Policy Review

Report Prepared by: Megan Backos, Planner III Planning and Development, 902.478.9725



Map 1 - Generalized Future Land Use

PIDs 41316522, 41316514,
41318049 & 41533340,
Halifax

-  Area of Proposed MPS Amendment
-  Detailed Plan Area
-  Plan Area Boundary

Bedford Plan Area &
Halifax Plan Area

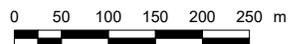
Bedford Designations

- BSSPS Bedford South Secondary Planning Strategy
- BWSPS Bedford West Secondary Planning Strategy
- RCDD Residential Comprehensive Development District

Halifax Designations

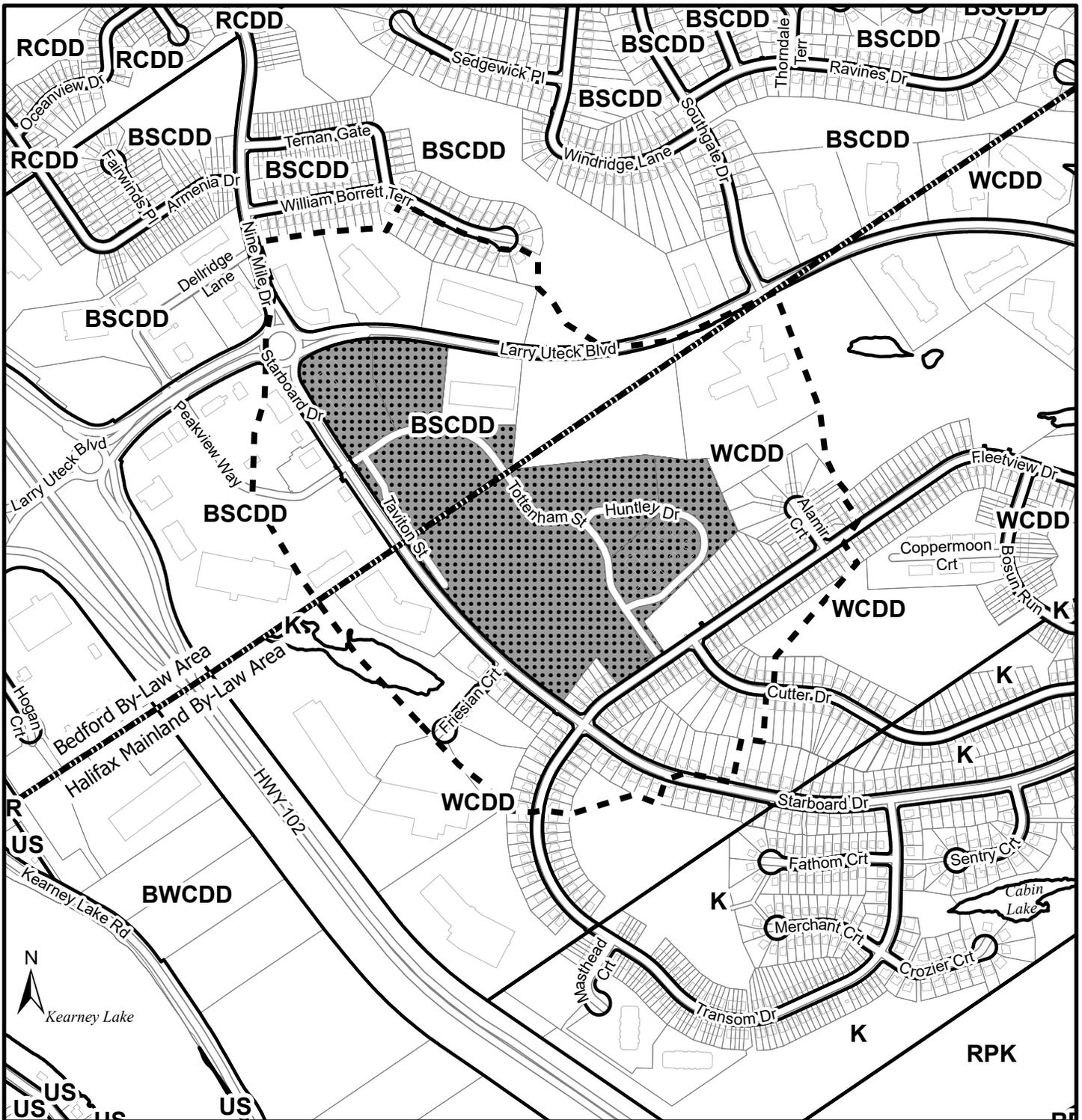
- OS Major Community Open Spaces
- RES Residential Environments
- Wentworth Wentworth Secondary Plan
- Bedford West Bedford West Secondary Plan

HALIFAX



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 and Notification Area

PIDs 41316522, 41316514,
41318049 & 41533340,

Halifax

Area of Proposed
MPS Amendment

Area of Notification

By-Law Boundary

Bedford By-Law Area &
Halifax By-Law Area

Bedford Zoning

BSCDD Bedford South Comprehensive Development District
RCDD Residential Comprehensive Development District

Halifax Mainland Zoning

BWCDD Bedford West Comprehensive Development District
K Schedule K
RPK Regional Park
US Urban Settlement
WCDD Wentworth Comprehensive Development District

HALIFAX

0 50 100 150 200 Meters

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.

ATTACHMENT A

Proposed Amendment to the Bedford Municipal Planning Strategy

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

1. Within the Bedford South Secondary Planning Strategy, the text shown in bold shall be added immediately following Policy CCI-2:

Shannex Lifestyle Community Development

Policy CCI-3:

Notwithstanding MCP-1, MS-1, MS-2, MS-6, P/OS-1, and CCI-1(f), PIDs 41316514, 41316522, 41318049, 41533340, and 41542648 may be developed as a primarily residential lifestyle community development, which includes townhouses, multiple unit dwellings, shared housing, shared housing with special care, as well as community commercial, institutional, recreation, and open space uses to support the development, subject to the following:

- a) total population permitted on these lands shall not exceed 2,059 persons, excluding the population of the existing office building on PID 41316514;**
- b) population shall be calculated based on an assumed occupancy of 2.0 persons per townhouse style unit, 1.5 persons per multiple dwelling unit, and 1 person per bed for shared housing or shared housing with special care uses; and**
- c) buildings shall not exceed a maximum height of twelve (12) storeys.**

Policy CCI-3A:

The population permitted for Community Commercial/Institutional uses permitted under Policy CCI-3 shall not be used in calculations for other parts of Bedford South.

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

Iain MacLean
Municipal Clerk

ATTACHMENT B

Proposed Amendment to the Halifax Municipal Planning Strategy

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

1. Within Section XIV: The Wentworth Secondary Planning Strategy, the text shown in bold shall be added immediately following Policy CCI-2:

Shannex Lifestyle Community Development

Policy CCI-3:

Notwithstanding MCP-1, MS-1, MS-2, MS-6, P/OS-1, and CCI-1(6) the portion Lands containing PIDs 41316514, 41316522, 41318049, 41533340, and 41542648 may be developed as a primarily residential lifestyle community development, which includes townhouses, multiple unit dwellings, shared housing, shared housing with special care, as well as community commercial, institutional, recreation, and open space uses to support the development, subject to the following:

- a) total population permitted on the Lands shall not exceed 2,059 persons, excluding the population of the existing office building on PID 41316514;**
- b) populations shall be calculated based on an assumed occupancy of 2.0 persons per townhouse style unit, 1.5 persons per multiple dwelling unit, and 1 person per bed for shared housing or shared housing with special care uses; and**
- c) buildings shall not exceed a maximum height of twelve (12) storeys.**

Policy CCI-3A:

The population permitted for Community Commercial/Institutional uses permitted under Policy CCI-3 shall not be used in calculations for other parts of Wentworth.

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

Iain MacLean
Municipal Clerk

Attachment C – Proposed Development Agreement

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

BETWEEN:

J.P. SHANNON REALTIES LIMITED, a body corporate, in the Province of Nova Scotia

-and-

OF THE FIRST PART

SHX DEVELOPMENTS LIMITED, a body corporate, in the Halifax Regional Municipality, in the Province of Nova Scotia

- and -

OF THE SECOND PART

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

OF THE THIRD PART

WHEREAS J.P. Shannon Realities Limited is the registered owners of certain lands located at 660 Larry Uteck Boulevard, Halifax (PID 41316522) and which said lands are more particularly described in Schedule A-1 hereto attached;

AND WHEREAS SHX Developments Limited is the registered owners of certain lands located at 621 Starboard Drive, Halifax (PID 41316514) and which said lands are more particularly described in the Schedule A-2 hereto attached;

AND WHEREAS SHX Developments Limited is the registered owner of certain lands located off Starboard Drive, Halifax (PID 41318049) and which said lands are more particularly described in the Schedule A-3 hereto attached;

AND WHEREAS SHX Developments Limited is the registered owner of certain lands located at 7 and 9 Huntley Drive, Halifax (PID 41533340) and which said lands are more particularly described in Schedule A-4 hereto attached;

AND WHEREAS SHX Developments Limited is the registered owner of certain lands located off Starboard Drive (PID 41542648) and which said lands are more particularly described in Schedule A-5 hereto attached;

AND WHEREAS together the lands more particularly described in the Schedule A-1, Schedule A-2, Schedule A-3, Schedule A-4, and Schedule A-5 hereto attached together comprise the development, hereinafter called the "Lands";

AND WHEREAS J.P. Shannon Realities Limited and SHX Developments Limited are hereinafter collectively called the "Developer".

AND WHEREAS on March 26, 2009, the North West Community Council approved an application to enter into a development agreement to allow for the construction of a mixed use development, consisting of

residential, institutional and commercial uses on a portion of the Lands within the Bedford Plan Area, pursuant to the provisions of the *Halifax Regional Municipality Charter*, and the Municipal Planning Strategy and Land Use By-law for Bedford and referenced as Case Number 1159, and which said development agreement was registered on June 24, 2009 at the Registry of Deeds in Halifax as Document Number 93658731 (hereinafter called the “Original Bedford Agreement”);

AND WHEREAS on November 25, 2009, the North West Community Council approved an application to amend the Original Agreement to allow for development prior to the completion of the construction of an interchange at Highway 102 and Larry Uteck Boulevard on a portion of the Lands (Case 01344), and which said amending development agreement was registered at the Land Registration Office in Halifax on February 26, 2010 as Document Number 95397072 (hereinafter called the “First Bedford Amending Agreement”), and which does apply to the Lands;

AND WHEREAS on June 23, 2011 North West Community Council approved an application to amend the Original Agreement to allow for the development of Road 21 as a private driveway to service townhouse dwellings on a portion of the Lands (Case 16877), and which said amending development agreement was registered at the Land Registration Office in Halifax on August 31, 2011 as Document Number 99028152 (hereinafter called the “Second Bedford Amending Agreement”), and which does not apply to the Lands;

AND WHEREAS on March 29, 2012 North West Community Council approved an application to amend the Original Agreement to allow changes to the requirements for commercial signage on a portion of the Lands (Case 17532), and which said amending development agreement was registered at the Land Registration Office in Halifax on June 20, 2012 as Document Number 100938860 (hereinafter called the “Third Bedford Amending Agreement”), and which does not apply to the Lands;

AND WHEREAS the Original Bedford Agreement and the First Amending Bedford Agreement, the Second Amending Bedford Agreement, and the Third Amending Bedford Agreement together comprise the Existing Bedford Development Agreement (hereinafter referred to as the “Existing Bedford Development Agreement”);

AND WHEREAS the Developer has requested that the Existing Bedford Development Agreement be discharged from the Lands conditional upon the registration of this development agreement;

AND WHEREAS Section 244(2) of the *Halifax Regional Municipality Charter* states that the Chief Administrative Officer for the Municipality may discharge a development agreement, in whole or in part, in accordance with the terms of the development agreement or with the concurrence of the property owners;

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

AND WHEREAS on July 6, 2009 the former Chebucto Community Council approved an application to enter into a development agreement to allow for the development of a mixed use development, consisting of residential and institutional uses on the Lands within the Halifax Plan Area pursuant to Policies in the *Halifax Municipality Charter* and the Halifax Municipal Planning Strategy and Halifax Mainland Land Use By-law for Halifax Mainland, referenced as Case 1194, and which said development agreement was registered on September 2, 2009 Land Registry Office in Halifax as Document Number 94191039 (hereinafter called the “Original Halifax Agreement”);

AND WHEREAS on January 27, 2016 the North West Community approved an application to amend the Original Agreement to allow the transfer of 118 dwelling units from Bedford West Sub Area 9 and reconfigure multiple unit dwellings on the mixed use business campus lands, establish a community commercial land use, permit reduced road frontage and area wide for single unit dwelling lots, reconfigure parkland, and reconfigure roads by entering into this amending agreement on the Lands and referenced as Case Number 18514, and which said amending development agreement was registered on February 5,

2016 at the Registry of Deeds Office in Halifax as Document Number 108492399 (hereinafter called the "First Halifax Amending Agreement) and which does apply to the Lands;

AND WHEREAS the Original Halifax Agreement and the First Halifax Amending Agreement together comprise the Existing Halifax Development Agreement (hereinafter referred to as the "Existing Halifax Development Agreement");

AND WHEREAS the Developer has requested that the Existing Halifax Development Agreement be discharged from the Lands conditional upon the registration of this development agreement;

AND WHEREAS Section 244(2) of the *Halifax Regional Municipality Charter* states that the Chief Administrative Officer for the Municipality may discharge a development agreement, in whole or in part, in accordance with the terms of the development agreement or with the concurrence of the property owners;

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

AND WHEREAS the Developers have requested that the Municipality enter into a new development agreement to allow a lifestyle community development on the Lands, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy CCI-3 and CCI-3A of the Bedford South Secondary Planning Strategy and Policies CCI-3 and CCI-3A of the Wentworth Secondary Planning Strategy of the Halifax Municipal Planning Strategy, subject to the registered owners of the Lands described herein entering into this agreement;

AND WHEREAS the North West Community Council approved this request at a meeting held on [Insert - Date], and referenced as MPSA-2023-00349;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variance applications pursuant to Sections 250(1)(a), 250(1)(c), 250(2)(a), and 250(2)(e) of the Halifax Regional Municipality Charter shall be permitted.

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

1.7 Lands

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

- (a) **Accessory Use:** means a use subordinate and naturally, customarily, and normally incidental to and exclusively devoted to a main use of land or building and located on the same lot.
- (b) **All Age/Teen Club:** means an establishment targeted towards teens but includes all ages and is primarily a dance or social club licensed and regulated by the Province of Nova Scotia pursuant to Theatre and Amusement Act and regulations made thereto and does not include the licensed sale of alcoholic beverages.
- (c) **Amenity Space:** means indoor and outdoor spaces designed for leisure or recreational activities (active and passive) by the occupants of the buildings. For clarity Amenity Space for a Lifestyle Community Development Use may include common areas which are used for uses accessory to the main use and accessible to the residents of the community such as siting areas for food service, multi-purpose rooms, recreational uses (e.g. fitness centres, pools, tennis courts), guest suites, and may include services which are supportive of the community such as medical or paramedical services.
- (d) **Amenity Space, Indoor:** means common amenity spaces for residents of the development located within the building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.
- (e) **Amenity Space, Outdoor:** means common amenity spaces for residents of the development located outside or on the building, including but not limited to rooftop landscaping, shared courtyards, seating areas, and resident gardens, but not individual unit balconies.
- (f) **Bicycle Parking, Class A:** means a facility which secures the entire bicycle and protects it from inclement weather, and includes any key secured areas such as lockers, bicycle rooms, and bicycle cages.
- (g) **Bicycle Parking, Class B:** means bicycle racks (including wall mounted varieties) which permit the locking of a bicycle by the frame and the front wheel and support the bicycle in a stable position with two points of contact.
- (h) **Billiard/Snooker Club:** means a private commercial establishment for the primary purpose of playing pool, billiards and snooker and requiring membership, registration as a Joint Stock Company, by-laws and licensed and regulated by the Province of Nova Scotia pursuant to the Liquor Control Act and the Special Premises Act and regulations made thereto.

- (i) **Building:** means any structure, whether temporary or permanent, used or built for the shelter, support, accommodation or enclosure of persons, animals, material, vehicles, or equipment. Any tent, awning, deck, patio or platform, vessel or vehicle used for any of the said purposes shall be deemed to be a building.
- (j) **Building Floor Area:** means the horizontal area of a floor of a building or a parking structure, measured from the interior faces of any exterior wall or fire wall and includes interior staircases, but excludes the following:
- i. unenclosed space outside any exterior walls or located on a rooftop, such as balconies and patios;
 - ii. any floor area below a ground floor of a building or parking structure;
 - iii. elevator shafts;
 - iv. accessory structures;
 - v. rooftop greenhouses;
 - vi. any space open to a floor below; and
 - vii. pedways.
- (k) **Cemetery:** means the use of land or structures for the interment of human remains but shall not include the use of structures for crematoriums.
- (l) **Church:** means a building dedicated to religious worship and may include a church hall, church auditorium, Sunday School, parish hall, and day nursery.
- (m) **Clinic:** means a building or part of a building used for the dental, medical, surgical or therapeutic treatment of people, but does not include a public or private hospital or a professional office of a doctor located in his/her residence.
- (n) **Commercial Photography:** means the premises used for portrait and commercial photography, including developing and processing of film; sale of film and photographic equipment and repair or maintenance of photographic equipment.
- (o) **Commercial Recreation Use:** means a building or lot or part of a building or lot used solely for commercial recreation or sport purposes and without limiting the generality of the foregoing, may include animal or vehicle racing tracks, rifle ranges, marinas, golf courses, amusement parks and centres, and commercial camping grounds, together with the necessary accessory buildings and structures.
- (p) **Common Shared Private Driveway:** means a shared private driveway which provides access to/from each of the buildings and to/from Municipal public streets.
- (q) **Community Commercial Uses:** means the following uses, as defined in this Agreement:
- i. All Age / Teen Clubs;
 - ii. Banks and Financial Institutions;
 - iii. Billard and Snooker Clubs;
 - iv. Commercial Photography;
 - v. Daycare Facilities;
 - vi. Drycleaning Depots;
 - vii. Funeral Homes;
 - viii. General Retail exclusive of mobile home dealerships;
 - ix. Ice cream stands;
 - x. Medical Clinics;
 - xi. Neighbourhood Convenience Stores;
 - xii. Office Uses;

- xiii. Private Clubs (social);
 - xiv. Full Service and Take Out Restaurants;
 - xv. Service, Personal Service Use, Health and Wellness Centres exclusive of massage parlours;
 - xvi. Veterinary clinics;
 - xvii. Institutional (SI) uses, excluding cemeteries;
 - xviii. Parking lots and structures;
 - xix. Multiple Unit Dwellings;
 - xx. Uses accessory to the foregoing uses; and,
 - xxi. Uses of a similar intensity to the foregoing uses at the discretion of the development officer.
- (r) **Day Care Facility:** means a building, part of a building or other place, whether known as a day nursery, nursery school, kindergarten, play school or by any other name, with or without stated educational purpose, the operator of which for compensation or otherwise, receives for temporary care or custody, on a daily or hourly basis, during all or part of the day, apart from parents, more than three (3) children not of common parentage and up to and including twelve (12) years of age; but does not include a nursery school or kindergarten conducted as part of a school, college, academy or other educational institution where instruction is given in Grades Primary to VII.
- (s) **Development Officer:** means the person or persons appointed by a Council to administer a land-use or subdivision by-law;
- (t) **Development Permit:** means the permit other than a building permit issued by the Development Officer which indicates that a proposed development complies with the provisions of the Land use By-Law.
- (u) **Dry Cleaning Depot:** means a building, or part thereof, used for the purpose of receiving articles or goods which are made of fabric which are to be removed from the premises for dry cleaning, dyeing, or cleaning, and for the pressing and distribution of any such articles or goods which have been subject to any such process.
- (v) **Dwelling:** means a building occupied, or capable of being occupied, as a home, residence, or sleeping place by one or more persons, consisting of one or more dwelling units and shall not include a hotel, a motel, nor apartment hotel.
- (w) **Dwelling Unit:** means a suite operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping, and sanitary facilities.
- (x) **Existing:** means buildings or uses in existence as of the effective date of this Agreement.
- (y) **General Retail:** means a building or part thereof in which goods, wares, merchandise, substances, articles or things are offered or kept for sale directly to the public at retail value.
- (z) **Ground Floor:** means the floor of a building which is closest to established grade in the front yard.
- (aa) **Ice Cream Stand:** means a retail establishment whose business is limited to the sale of ice cream, frozen desserts, dessert items, candies and confections, and beverages in a ready to eat state and shall not include the serving of hot dogs, hamburgers, salads, pizza, hot or cold sandwiches, similar entree items or drive-in service except where drive-in restaurants are permitted within the applicable zone.

(bb)**Institutional Use:** means the following uses, as defined in this Agreement:

- i. churches;
- ii. schools;
- iii. fire stations;
- iv. libraries;
- v. police stations;
- vi. public buildings;
- vii. post offices;
- viii. private recreational facilities and clubs;
- ix. museums

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

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

(ee)**Lot:** means any parcel of land described in a deed or as shown in a registered plan of subdivision

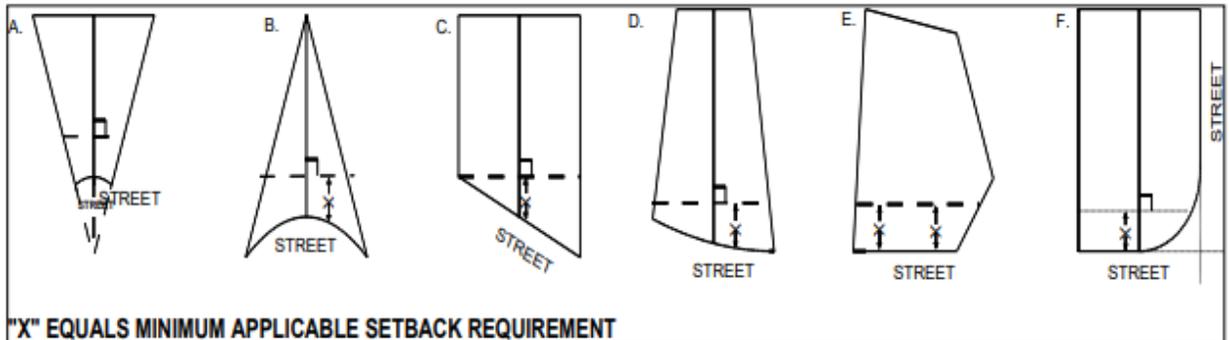
(ff) **Lot Area:** means the horizontal area within the lot lines of a lot.

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

(hh)**Lot Frontage:** means the horizontal distance between the side lot lines. Where the side lot lines are perpendicular to the front lot line and the rear and front lines are parallel, lot frontage equals street frontage. Where a lot does not have this configuration, lot frontage shall be calculated using one of the following methods depending on the configuration of the lot:

- i. For a lot with a front lot line which is a concave arc and a rear lot which is a straight line, lot frontage shall be measured perpendicular to the line joining the middle of the rear line to the apex of the triangle formed by extending the side lot lines to their hypothetical point of intersection at a distance equal to the applicable minimum front yard (Diagram a).
- ii. For a lot with a front lot line which is a concave arc and the side lot lines intersect to form a triangular shaped lot, lot frontage shall be measured perpendicular to the line joining the middle of the front lot line arc to the apex of the triangle formed by the side lot lines at a distance equal to the applicable minimum front yard (Diagram b).
- iii. For an irregularly shaped lot where the side lot lines are not perpendicular to the front lot line and where the front lot line is not a concave arc, lot frontage shall be measured perpendicular to the line joining the centre of the front and rear lot lines at a distance equal to the minimum applicable front yard (Diagrams c and d).

- iv. For an irregularly shaped lot where the rear lot line is not readily apparent, lot frontage shall be determined by a line drawn parallel to the front lot line at a distance equal to the applicable minimum front yard (Diagram e).
- v. In the case of a corner lot, minimum lot frontage must be achieved when measured back from either the front lot line or the flankage lot line. The exterior lot lines (street lines) shall be deemed to extend to their hypothetical point of intersection for the purpose of performing the calculation (Diagram f).



- (ii) **Lot Line:** means a boundary line of a lot, and may be further defined as:
 - i. Front Lot Line/Street Line meaning the line dividing the lot from the street.
 - ii. Rear Lot Line meaning the lot line furthest from or opposite to the front lot line;
 - iii. Side Lot Line meaning a lot line other than a front or rear lot line;
 - iv. Flankage Lot Line meaning the side lot line which abuts a street on a corner lot.
- (jj) **Lifestyle Community Development Use:** means a primarily residential use that includes a variety of housing forms, including but not limited to townhouses, multiple unit dwellings, shared housing, and shared housing with special care uses in a campus-like setting. This may include supportive community commercial facilities, institutional uses, recreational facilities, open space areas and accessory uses and facilities. Such accessory uses may support residents physical or cognitive needs, such as but not limited to healthcare assistance, transportation services, restaurants, and home maintenance assistance for residents and paying guests. Further this may include limited short term residential units for respite care or for visitors to residents of the Lifestyle Community.
- (kk) **Main Building:** means the building in which is carried on the principal purpose for which the building lot is used.
- (ll) **Maintenance Building:** means a structure used for but not limited to the storage of materials, equipment and vehicles for the repair, landscaping, cleaning and maintenance of equipment, vehicles and buildings, that is:
 - i. subordinate, incidental and devoted to a main use or structure;
 - ii. not attached to any main building;
 - iii. not a habitable structure; and,
 - iv. shall not exceed three storeys in height.
- (mm) **Mixed Use Building:** means a structure containing more than one type of land use permitted under this agreement.
- (nn) **Multiple Unit Dwelling Use:** means a building containing three or more dwelling units which typically have a common entrance and the occupants of which have the right to use in common certain areas of the building and its property.

- (oo) **Neighbourhood Convenience Store:** means a commercial retail and/or service land use that serves the needs of the neighbouring residential area and shall include items of merchandise which constitute general dry goods and grocery items, and provided that such business is conducted within a wholly enclosed building and food preparation, to mean cooking, is not conducted on site.
- (pp) **Office:** means room or rooms where business may be transacted, a service performed or consultation given, but shall not include the manufacturing of any product or the retail sales of goods.
- (qq) **Parking Area/Lot:** means an open area, other than a street, containing parking spaces for two or more motor vehicles, available for public use or as an accommodation for clients, customers or residents and which has adjacent access to permit ingress or egress of vehicles to a street by means of driveways, aisles or maneuvering areas where no storage or parking of vehicles is permitted.
- (rr) **Parking Space:** means an area, the minimum dimensions of which are indicated in section 3.12 of this agreement, for the temporary parking of motor vehicles, and which has adequate access to permit ingress and egress of a motor vehicle from a street by means of driveways, aisles or maneuvering areas.
- (ss) **Pedway:** means an enclosed at grade, above grade or underground structure with the purpose of connecting two main buildings for pedestrian use.
- (tt) **Personal Service Use:** means a business where professional or personal services are provided for gain and where the sale at retail of goods, wares, merchandise, articles, or things is only accessory to the provisions of such service, including but without limiting, the generality of the foregoing the following: barber shops, beauty shops, tailor shops, laundry and drycleaning depots, shoe repair, and exclusive of massage parlours.
- (uu) **Private Club:** means a building or part of a building used as a meeting place for members of an organization and may include a lodge, a fraternity/sorority house, and a labour union hall.
- (vv) **Recreation Use:** means the use of land, buildings or structures for active or passive recreational purposes and may include indoor recreation facilities, sports fields, sports courts, playgrounds, multi-use trails, picnic areas, scenic view points and similar uses to the foregoing, together with the necessary accessory buildings and structures, but does not include commercial recreation uses.
- (ww) **Restaurant-Full Service:** means a building or part of a building wherein food is prepared and offered for sale to the public primarily for consumption within the building and is characterized by the full or partial service of delivering to or waiting on tables or cafeteria style service. However, limited facilities may be permitted to provide for take-out food function provided such facility is clearly secondary to the primary restaurant function. A restaurant may also include the licensed sale of alcoholic beverages and a place of assembly as secondary uses.
- (xx) **Restaurant, Take-Out:** means a building or part of a building wherein food is prepared and offered for sale to the public primarily for off-premises consumption. However, limited facilities may be provided for consumption within the building provided such facilities are clearly secondary and incidental to the take-out function and delivery function. Services of waiting on tables or regular delivery of food to tables are not carried on, nor is the licensed sale of alcoholic beverages. Examples of Take-Out Restaurants are Subway, Bagel Obsession and pizza establishments.

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

(zz) **Shared Housing Use:** means a use that contains 4 or more bedrooms, that meets one or more of the following:

- i. that are rented for remuneration as separate rooms for residential accommodation; or,
- ii. that are operated by a non-profit organization or a registered Canadian charitable organization that provides support services to the occupants of the shared housing use and includes Shared Housing with Special Care but does not include short-term rental, hotel, motel, or tourist accommodation as defined in the Tourist Accommodation Regulation Act.

(aaa) **Shared Housing with Special Care:** means a type of Shared Housing Use that is designed to provide a level of care to residents with cognitive, physical or behavioural limitations, and for greater certainty, shared housing with special care may include individual dwelling units for occupants and must meet the definition of Shared Housing Use.

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

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

(ccc) **Stepback:** means a horizontal recess that breaks the vertical plane of an exterior wall on a main building

(ddd) **Storey:** means a portion of building between a floor and another floor, or a floor and a ceiling. Any portion of a building partly below the average finished grade will not be deemed to be a storey unless its ceiling is a minimum of 2.0 metres (6.6 feet) above average finished grade.

(eee) **Street:** means a public street. Street Line - means the boundary line of a street right-of-way of a street owned and maintained by the Municipality.

(fff) **Street Frontage:** means the horizontal distance between side lot lines at the street line.

(ggg) **Streetline:** means any lot line dividing a lot from a street.

(hhh) **Streetwall:** means the wall of a building, or the portion of a wall of a building, that:

- i. faces the streetline; and,
- ii. is located below the height of a specified setback; or,
- iii. where no specified setback is required, the streetwall is the wall facing the streetline.

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

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

(kkk) **Veterinary Clinic:** means a building or portion thereof, where animals, birds or other livestock kept as domestic pets are examined, treated, groomed, or operated on and may include the indoor boarding of cats. Such use shall not include a Kennel nor be an objectionable use as defined herein.

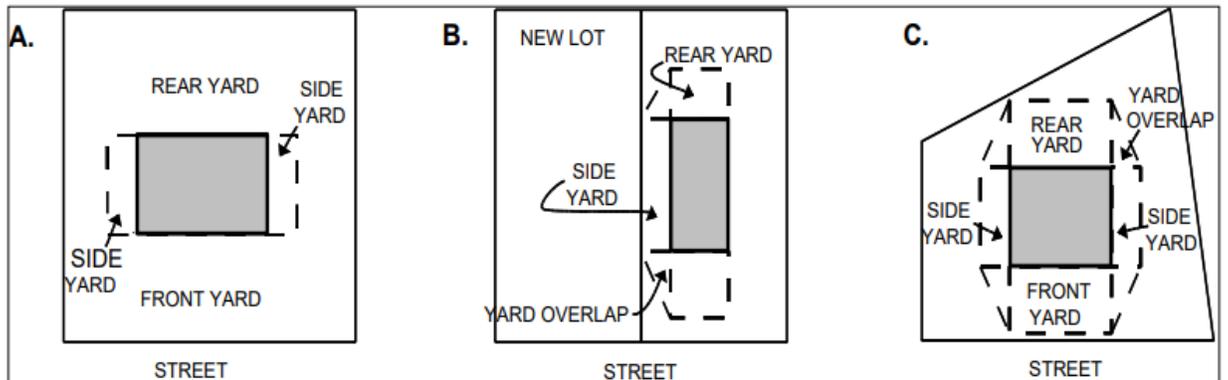
(lll) **Yard:** means an open, uncovered space on a lot appurtenant to a building (except a court) and unoccupied by buildings or structures, except as specifically permitted elsewhere in this agreement.

(mmm) **Yard Measurement:**

- i. in determining yard measurements for a lot which is either square or rectangular in shape, the minimum horizontal distance from the respective lot lines shall be measured as illustrated in Diagram 'a' and expressed in the following definitions:
 - (a) flankage yard: means the side yard of a corner lot which side yard extends from the front yard to the rear yard between the flankage lot line and the nearest main wall of any building or structure.
 - (b) front yard: means a yard extending across the full width of a lot between the front lot line and the nearest wall of any building or structure on the lot; a "minimum" front yard means the minimum depth of a front yard on a lot between the front lot line and the nearest main wall of any main building or structure on the lot.
 - (c) rear yard: means a yard extending across the full width of a lot between the rear lot line and the nearest wall of any main building or structure on the lot; a "minimum" rear yard means the minimum depth of a rear yard on a lot between a rear lot line and the nearest main wall of any main building or structure on the lot.
 - (d) side yard: means a yard extending from the front yard to the rear yard of a lot between a side lot line and the nearest wall of any building or structure

on the lot; a "minimum" side yard means the minimum width of side yard on a lot between a side lot line and the nearest main wall of any main building or structure on the lot

- ii. For a lot which contains a dwelling unit and is being subdivided, the required minimum yards shall be measured from the respective wall(s) of the structure (Diagram 'B').
- iii. For an irregularly shaped lot the required front yard shall be determined as in a) above, while yards of the applicable minimum depth shall be maintained at the rear and sides of a structure for the entire length and width of the structure (Diagram 'C').



PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as MPSA 2023-00349:

Schedule A-1	Legal Description of the Land(s) (PID 41316522)
Schedule A-2	Legal Description of the Land(s) (PID 41316514)
Schedule A-3	Legal Description of the Land(s) (PID 41318049)
Schedule A-4	Legal Description of the Land(s) (PID 41533340)
Schedule A-5	Legal Description of the Land(s) (PID 41542648)
Schedule B	Concept Plan
Schedule C	Requirements Plan
Schedule D	Conceptual Subdivision Plan
Schedule E	Density and Amenity Space Table
Schedule F	Conceptual Landscape Plan
Schedule G	Conceptual Parking Plan
Schedule H	Interim Bonus Zoning Requirements

3.2 Requirements Prior to Approval

3.2.1 For each Lot, prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A landscaping plan for the Lot in general accordance with Schedule F and Section 3.14.6 of this Agreement;
- (b) A common shared private driveway and pedestrian walkway plan shall be submitted, in accordance with Section 3.11 and Schedule B, and shall show the intended portion of the system proposed for the Lot, which shall be reviewed and approved by HRM Development Engineering;

- (c) A report outlining information on the design and placement of all fire suppression infrastructure which shall be reviewed and approved by HRM Fire Services;
 - (d) Written confirmation from a Structural Engineer that all landscape areas designed to be installed on any rooftop level of the building is able to support any additional weight caused by the landscaped area;
 - (e) A density tracking sheet outlining the density approved on the Lands to date and remaining density; and
 - (f) An amenity space tracking sheet in accordance with Section 3.8.7 of this Agreement.
- 3.2.2 Prior to the issuance of the first the Occupancy Permit for each lot, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in section 3.14 of this Agreement;
 - (b) Confirmation that any required Common Shared Private Driveway or pedestrian walkway has been constructed in accordance with Section 3.11 and Schedule B, and which shall be reviewed and approved by the HRM Development Engineer and HRM Fire Services;
 - (c) A report from a qualified professional confirming that all fire suppression infrastructure has been installed, which shall be reviewed and approved by HRM Fire Services;
 - (d) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in section 3.13 of this Agreement; and,
 - (e) Payment of the Incentive or Bonus Zoning as per Schedule H and section 3.21 of this Agreement.
- 3.2.3 Prior to the issuance of an Occupancy Permit for the final building in Lot 3 as described in Schedule E, a courtyard shall be constructed as described in subsection 3.8.5 of this Agreement.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) A Lifestyle Community Development Use, as enabled by this Agreement and as generally illustrated on the schedules of this Agreement;
 - (b) Lands identified as "Area A" on Schedule C shall be limited to shared housing, shared housing with special care, townhouses, multiple unit dwellings, open space uses, community commercial uses, institutional uses, recreational uses, and accessory uses, and shall:
 - i. not exceed a height of 8 storeys;
 - ii. meet density requirements of this Agreement as outlined in Section 3.5;
 - iii. meet the built form requirements of this Agreement as outlined in Section 3.6; and
 - iv. meet the architectural requirements of this Agreement as outlined in Section 3.9.

- (c) Lands identified as “Area B” on Schedule C shall be limited to shared housing, multiple unit dwellings, one maintenance building, open space uses, community commercial uses, institutional uses, recreational uses, and accessory uses, and shall:
 - i. not exceed a height of 12 storeys, except for the maintenance building which shall not exceed three storeys;
 - ii. meet density requirements of this Agreement as outlined in Section 3.5;
 - iii. meet the built form requirements of this Agreement as outlined in Section 3.7; and
 - iv. meet the architectural requirements of this Agreement as outlined in Section 3.9.
- (d) Community Commercial uses shall be permitted within buildings labelled as “Mixed Use” and “Existing Office” on Schedule B.
- (e) Pedways are permitted to connect main buildings on the Lands, as generally shown on Schedule B. The Development Officer may permit additional pedway connections in consultation with the Development Engineer.
- (f) Further to 3.3.1 (a) through (d), Uses identified within specific buildings on the Schedules may be relocated or altered to other buildings provided all other applicable terms of the agreement are met.

3.4 Phasing

- 3.4.1 Phasing of the development shall take place in any sequence as long as requirements of Section 3.2 of this Agreement are met.
- 3.4.2 Notwithstanding Clause 3.4.1, development of utilities, electrical infrastructure, stormwater infrastructure, grading, landscaping, driveways, shared common private driveway improvements, and parking serving one phase is permitted to be located in another lot provided that approvals are granted by Halifax Water or the Development Engineer as applicable.

3.5 Population Allocation

- 3.5.1 The Lands shall not exceed an overall population of 2059 persons. For greater clarity, 2059 persons does not include any population associated with the existing office building at 621 Starboard Drive which has a population allotment of 108 persons.
- 3.5.2 For incentive or bonus zoning purposes, the increase in density enabled by this agreement over previous rights shall be 1049 persons. Incentive or bonus zoning calculations shall be based on 1049 persons, which is the difference between the increased overall density enabled by this agreement (2059 persons) and the density enabled by the previous development agreement (1010 persons).
- 3.5.3 Notwithstanding Schedule E, populations per building may vary as long as the overall population for the Lands is not greater than the numbers outlined in subsection 3.5.1.
- 3.5.4 The total maximum population density shall be calculated using the following table, varying based on the proposed land use:

Land Use		Population Allocation (per unit)
Lifestyle Community Development Use	Townhouse Units	2.0 persons
	Apartment Units	1.5 persons
	Shared Housing or Shared Housing with Special Care	1 person (per bed)

3.6 Built Form, Siting and Lot Requirements – Area A

3.6.1 Notwithstanding the Bedford Land Use By-law, Halifax Mainland Land Use By-law, and any future applicable Land Use By-law requirements for the underlying zone, buildings within “Area A” of Schedule C shall comply to the following built form, siting and lot requirements:

(a) Multiple Unit Dwellings (Apartments), Mixed Use and Shared Housing

Minimum Lot Frontage	30.5 metres (100 feet) or 18.28 metres (60 feet) on a curve
Minimum Lot Area	929.0 square metres (10000.0 square feet)
Minimum Front Yard	4.6 metres (15.0 feet) or one half the height of the building (whichever is greater)
Minimum Flankage Yard	4.6 metres (15.0 feet) or one half the height of the building (whichever is greater)
Maximum Front and Flankage Yard	Not applicable
Minimum Rear or Side Yard	shall be be 0.0 metres where the adjacent lot is within the Lands of this development agreement. Where the adjacent lot is outside of the Lands the greater of 6.1 metres (20.0 feet) or one half the height of the building
Maximum Lot Coverage	50%
Maximum Building Height	shall not exceed eight storeys total above grade facing a public street

(b) Stand Alone Community Commercial

Notwithstanding the Bedford Land Use By-law, Halifax Mainland Land Use By-law, and any future applicable Land Use By-law requirements for the underlying zone, the following built form, siting and lot requirements shall only apply to the existing office building located on Lot 2 of Schedule D:

Minimum Lot Frontage	30.5 metres (100.0 feet)
Minimum Lot Area	929.0 square metres (10000.0 square feet)
Minimum Flankage Yard	6.1 metres (20.0 feet); 7.6 metres (25.0 feet) vision triangle for comer lots;
Minimum Front Yard	0.0 metres, or 4.6 metres (15.0 feet) for frontage on a public street
Maximum Front and Flankage Yard	Not applicable
Minimum Side Yard	0.0 metres where the adjacent lot is within the Lands of this Agreement. Where the adjacent lot is outside the lands of this development agreement, the minimum shall be 6.1 metres (20.0 feet)
Minimum Rear Yard	4.6 metres (15.0 feet)
Maximum Lot Coverage	50%
Maximum Building Height	8 storeys
Use and Architectural Requirements	The development must conform with the Community Commercial Uses defined in this agreements and Architectural Requirements under subsection 3.9 of this agreement.
Ground Floor Uses	Residential uses are not permitted on the ground floor of any building within 15.2 metres (50.0 feet) of a public street

- (c) Multiple main buildings shall be permitted on a lot.
- (d) Building locations and design may be varied from that shown on the Schedules, provided that built form, architectural and other requirement of this agreement are met.
- (e) Encroachments shall be permitted as enabled in the respective Land Use By-law.

3.7 Built Form, Siting and Lot Requirements – Area B

3.7.1 Notwithstanding the Bedford Land Use By-law, Halifax Mainland Land Use By-law, and any future applicable Land Use By-law requirements for the underlying zone, buildings within “Area B” of Schedule C shall comply to the following built form, siting and lot requirements:

(a) Multiple Unit Dwellings (Apartments), Mixed Use and Shared Housing

Minimum Lot Frontage	6.1 metres (20 feet)
Minimum Lot Area	929.0 square metres (10000.0 square feet)
Minimum Front and Flankage Yard	i. 1.5 metres (4.9 feet) from any public street above or below grade; and ii. 1.5 metres (4.9 feet) from any common shared private driveway above grade
Minimum Side and Rear Yard	i. 0.0 metres where the adjacent lot is within the Lands of this agreement; ii. For a building storey between one and eight storeys – 10.0 metres (32.8 feet) where the adjacent lot is outside the Lands of this agreement; iii. For a building storey above eight storeys – 12.5 metres (41.0 feet) where the adjacent lot is outside the Lands of this Agreement.
Maximum Lot Coverage	50%
Maximum Building Height	shall not exceed 12 storeys above grade facing a public street

- (b) Underground parking structures are not required to have a minimum side or rear setback, provided they do not protrude more than 0.6 metre (2 feet) above the average finished grade in the applicable side or rear yard.
- (c) Excluding pedways, where more than one main building is proposed on a lot, or a single building has multiple above grade portions connected below grade, a minimum required separation distance shall be provided between main buildings, or above grade portions of a building as follows:

Storeys Above Grade	Separation Distance
Up to four storeys	4.0 metres (13.1 feet)
Between five and eight storeys	10.0 metres (32.8 feet)
Between nine and twelve storeys	12.5 metres (41.0 feet)

- (d) Excluding any structure below 0.6 metre (2.0 feet) above the average finished grade, a main building portion shall not exceed the following maximum permitted building dimensions of:

Storeys Above Grade	Maximum Building Width	Maximum Building Depth	Maximum Floor Area
Up to four storeys	120.0 metres (393.7 feet)	120.0 metres (393.7 feet)	N/A
Between five and eight storeys	90.0 metres (295.3 feet)	90.0 metres (295.3 feet)	N/A
Between nine and twelve storeys	64.0 metres (210.0 feet)	64.0 metres (210.0 feet)	2100.0 square metres (22604.2 square feet)

- (e) For the purpose of measuring building dimensions in subsection 3.7.1(d), where applicable, main buildings connected by a pedway shall be measured separately, excluding the pedway.
- (f) All buildings immediately adjacent to Larry Uteck Boulevard or Starboard Drive shall have a maximum streetwall height of four storeys and a minimum required streetwall setback of 2.5 metre (8.2 feet) for the portion of the building above four storeys.
- (g) Multiple main buildings shall be permitted on a lot.
- (h) Building locations and design may be varied from that shown on the Schedules, provided that built form, architectural and other requirement of this agreement are met.
- (i) Encroachments shall be permitted as enabled in the respective Land Use By-law.

3.8 Amenity Space

- 3.8.1 Notwithstanding the Bedford Land Use By-law, Halifax Mainland Land Use By-law, and any future applicable Land Use By-law requirements for the underlying zone, amenity space shall comply to the requirements of 3.8.2 through 3.8.7.
- 3.8.2 A minimum of 9.29 square metres (100 square feet) per person of amenity space shall be provided throughout the Lands. The space shall be a mixture of indoor and outdoor amenity space and may be located anywhere within the development.
- 3.8.3 A minimum of 40% of the amenity space provided on the Lands must be indoor.
- 3.8.4 All amenity space required by Subsection 3.8.2 shall:
- (a) be provided in increments of no less than 30.0 contiguous square metres; and,
 - (b) be available for shared use by the building's residents.
- 3.8.5 Prior to the issuance of an Occupancy Permit for the final building in Lot 3 as described in Schedule D, a courtyard to be designed as a passive recreation area with both hard and soft landscaping shall be constructed, as generally shown on Schedule F of this Agreement as "Courtyard".
- 3.8.6 For greater clarity, indoor amenity space does not include any floor area being used for community commercial uses that are open to the general public.

3.8.7 Prior to the approval of any Development Permit, the developer shall provide an amenity space tracking sheet to the Development Officer, outlining the amount of amenity space provided based on the population permitted on the site to date.

3.9 **Architectural Requirements**

3.9.1 Notwithstanding the Bedford Land Use By-law, Halifax Mainland Land Use By-law, and any future applicable Land Use By-law requirements for the underlying zone, architectural requirements shall comply to the requirements of 3.9.2 through 3.9.16.

3.9.2 All buildings within shall comply with the architectural requirements in Section 3.9.

3.9.3 Main entrances to all buildings shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to a minimum of three of the following elements: lintels, pediments, pilasters, columns, porticos, overhangs, corner boards, fascia boards or an acceptable equivalent approved by the Development Officer.

3.9.4 Where possible, all ground floor residential and community commercial units shall have a primary entrance or shared primary entrance located directly on a public street or common shared private driveway. Service entrances shall be integrated into the design of the building and shall not be a predominant feature.

3.9.5 The façades facing Larry Uteck Boulevard and Starboard Drive shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the schedules.

3.9.6 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of art and/or architectural details such as but not limited to a minimum of two of the following: murals, textural plantings, trellises, implied windows, cornice lines, or offsets in the vertical plane.

3.9.7 Any exposed foundation in excess of 0.6 metres (2.0 feet) in height and 1.9 square metres (20.0 square feet) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

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

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

3.9.10 Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.

3.9.11 The first floor front façade of buildings with ground floor community commercial uses must be a minimum of 40% windows, doors or other treatment sufficiently transparent to provide view of the interior of the building. All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows. Windows shall be

vertically proportioned, where possible. Windows should be framed with painted or stained wood, prefinished metal, or vinyl.

- 3.9.12 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.9.13 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.9.14 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades, and similar devices shall be permitted along long facades to provide shelter and encourage pedestrian movement.
- 3.9.15 Electrical power, telephone, cable, and similar utilities shall be brought by underground conduit to the building if location in the side or rear yard.
- 3.9.16 Notwithstanding subsection 3.9.1, Community Commercial developments shall have electrical power, telephone cable and similar utilizes brought by underground conduit to the building.

3.10 Subdivision of the Lands

- 3.10.1 Subdivision applications shall be submitted to the Development Officer in general accordance with the Concept Subdivision Plan presented in Schedule D and the Development Officer shall grant subdivision approval subject to and in accordance with the provisions of the Halifax Regional Subdivision By-law and the following terms and conditions:
 - (a) The Lands shall be permitted to be subdivided with alternative configurations and creating additional lots beyond the lots shown on Schedule D, as per the applicable Built Form requirements of this Agreement, and the Regional Subdivision By-law, as may be amended from time to time; and
 - (b) Development of utilities, electrical infrastructure, stormwater infrastructure, grading, driveways, shared private driveways, road improvements, and parking serving one phase is permitted to be located in another phase provided approvals are granted by Halifax Water or the Development Engineer as applicable.

3.11 Common Shared Private Driveways

- 3.11.1 Common shared private driveways and pedestrian walkways shall be as generally shown on Schedule B and as required by this Agreement.
- 3.11.2 Prior to the issuance of any development permit, the Development Engineer shall identify and approve the relevant portion of the Common Shared Private Driveway and walkway system that shall be constructed in association with the buildings or Lot applied for.
- 3.11.3 All required portions of any Common Shared Private Driveways and pedestrian walkways required by the HRM Development Engineer for a building or Lot shall be constructed and approved by the HRM Development Engineer prior to the issuance of any occupancy permit for any building in that Lot.
- 3.11.4 All common shared private driveways shall be hard surfaced with asphalt, concrete, pavers, or an acceptable equivalent.
- 3.11.5 The Development Officer may permit changes to the Common Shared Private Driveways and pedestrian walkway system in consultation with the Development Engineer.

3.12 Parking, Circulation and Access

3.12.1 Notwithstanding the Bedford Land Use By-law, Halifax Mainland Land Use By-law, and any future applicable Land Use By-law requirements for the underlying zone, parking, circulation and access shall comply to the requirements of 3.12.2 through 3.12.18.

3.12.2 Surface and underground vehicular parking areas shall be generally located as shown on Schedule G but exact parking stall numbers will be determined on a permit-by-permit basis. Nothing in this agreement shall restrict the addition of additional parking spaces provided the parking meet applicable requirements of this agreement.

3.12.3 Vehicular parking shall be provided at the following rates:

Type of Use	Minimum Parking Spaces Required
Multiple unit dwellings	0.5 spaces per unit
All other dwellings	0.75 spaces per unit
Shared Housing	No parking shall be required
Banks and Financial Institutions	Five (5.0) parking spaces per thousand (1000) square feet of gross leasable area
Daycare Facilities	1.5 spaces per 400 square (37.2 m ²) of gross floor area
Medical Clinics	Two (2) spaces per consulting room
Office	Three and one half (3.5) parking spaces per thousand (1000) square feet of gross leasable floor area
Restaurants	Full Service: One (1) space for every four (4) seats provided or 20 spaces per thousand (1000) square feet of floor area devoted to public use, whichever is greater. OR Take out: Sixteen (16) spaces per thousand (1000) square feet of floor area devoted to public use
General Retail	Four and one half (4.5) parking spaces per thousand (1000) square feet of gross leasable floor area.
Ice cream stands	Five (5) spaces or five (5) spaces per thousand (1000) square feet of floor area devoted to public use, whichever is greater.
Institutional uses	One (1) parking space for each two (2) beds or each four hundred (400) square feet of floor area,
Recreational uses	Four and one half (4.5) parking spaces per thousand (1000) square feet of gross leasable space.
All other community commercial uses	Four and one half (4.5) parking spaces per thousand (1000) square feet of gross leasable space.

3.12.4 Accessible parking stalls shall be provided at a ratio of four (4) percent of the total required in each lot with a minimum of one (1) stall per lot where required parking is for five (5) stalls or greater. These spaces shall be located near building entrances which shall be wheelchair accessible.

3.12.5 The parking requirements for multiple occupancy buildings which contain a mix of different uses shall be determined by calculating the sum of the parking requirements for each use and then reducing the number by fifty percent to allow for the shared usage of spaces by building occupants.

3.12.6 Where parking facilities for more than three (3) vehicles are required or permitted:

- (a) all parking spaces, driving aisles, and pedestrian crossings shall be delineated by painted lines;
- (b) individual parking spaces shall be 9' x 18' except in the case of accessible parking. Accessible parking spaces shall be 13' feet wide unless two are located together in which case a total width of 21' is acceptable. Parking stalls for small cars, where provided, shall be 8' x 15' and shall not exceed 25% of the total parking spaces provided. Curb parking shall be 8' x 21';
- (c) all parking areas including driveways and maneuvering areas shall be maintained with a permanent hard surface such as asphalt, concrete, pavers, or an acceptable equivalent;
- (d) all surface parking areas shall be defined by a concrete curb, ornamental brick, planting or other landscaped feature;
- (e) all parking areas must provide for ingress and egress of motor vehicles to a street or highway by means of driveways, aisles or maneuvering areas where no parking or storage of motor vehicles is permitted;
- (f) curbs or other appropriate methods of delineating a pedestrian right of way shall be provided to ensure safety between pedestrian and vehicular movements in all parking lots that have greater than ten (10) parking stalls;
- (g) no parking area shall be immediately adjacent to doors or entrances to buildings;
- (h) all parking areas shall provide maneuvering areas to permit vehicles to leave the property in a forward motion;
- (i) all parking layouts shall make provision for the stock-piling of snow in a manner which will not reduce the amount of required parking spaces available;
- (j) where a parking area for a multiple-unit residential, mixed use, or commercial building abuts existing or designated residential uses, such parking areas shall be screened by a buffer, fence, or combination thereof;
- (k) where windows and doors exist on the ground floor of a residential building, no parking shall be located within twenty (20) feet of such windows and doors;
- (l) the approaches or driveways shall not be closer than fifty (50) feet from the limits of the right-of-way at a street intersection;
- (m) entrance and exit ramps to parking areas shall not exceed two (2) in number and each such ramp shall be a maximum width of twenty-five (25) feet at the street line and edge of pavement; said ramps shall not be contiguous;
- (n) the width of a driveway leading to a parking or loading area, or aisle in a parking area, shall be a minimum width of ten (10) feet for one-way traffic and twenty (20) feet for two-way traffic, unless the driveway is fulfilling the function of a fire access in which case the driveway shall be a minimum width of twenty (20) feet; and
- (o) in all parking lots with twenty (20) or more parking spaces, such parking lots shall have ten (10) percent of their area landscaped with vegetation such that the parking lots do not have groups of parking stalls greater than twenty (20) in an uninterrupted area.

3.12.7 All vehicular entrances shall be approved by the Development Engineer to ensure safe passage for vehicles and pedestrians.

3.12.8 No parking shall be sited between a building and a public street except for the existing office building or Building 3 and 5 as either permitted under any permits issued under the previous development Agreements or as shown on Schedule B. For further clarity side yard parking shall be permitted.

3.12.9 Loading spaces shall be provided at a rate of 1 space per 1393.5 square metres (15,000 square feet) of space used community commercial or other uses involving the frequent loading or

unloading of goods that are greater than 464.4 square metres (5,000 square feet) in area, and shall meet the following requirements:

- (a) Each loading space shall be at least twelve (12) feet by forty (40) feet with a minimum of fourteen (14) feet height clearance;
- (b) Each loading space must be located on the same lot as the building it is meant to serve;
- (c) No such loading spaces shall be located within any required front yard or be located within any required yard which abuts a Residential or Park Zone;
- (d) Each loading space shall not be obstructed by any other parking space or accessory structure; and
- (e) The requirements of Section 3.12.9 (a) through (d) may be waived if it is indicated that the uses which are to occupy a building do not require loading space(s).

3.12.10 Bicycle parking shall be provided in accordance with the following requirements:

Type of Use	Minimum Bicycle Parking Spaces Required
Multiple unit dwellings	0.25 spaces per unit 80% Class A, 20% Class B
All other dwellings	0.75 spaces per unit
Shared Housing	No parking shall be required
Office, Banks and Financial Institutions, Medical Clinics, Institutional Uses,	1 space per 500m ² GFA 50% Class A/ 50% Class B Minimum 2 Class B spaces
Restaurants	Minimum 2 Class B spaces
General Retail	1 space per 300m ² GFA 20% Class A/ 80% Class B
Recreational uses	1 space per 200m ² GFA 20% Class A/ 80% Class B
Any uses not specified above	1 space per 500 m ² GFA 50% Class A/ 50% Class B

3.12.11 Each Class B bicycle parking space shall:

- (a) be a minimum of 0.6m wide and 1.8m long;
- (b) have a minimum overhead clearance of 2.0m; and
- (c) be located a minimum of 0.6m from any wall or other obstruction.

3.12.12 Access to and exit from Class B bicycle parking spaces shall be provided with an aisle of not less than 1.2m in width, to be provided and maintained beside or between each row of bicycle parking.

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

3.12.14 Location of Bicycle Parking

- (a) Class B bicycle parking shall be located no more than 15m from an entrance. Where there are shelters such as building awnings or overhangs or special purpose-designed shelters that protect bicycles from the elements, bicycle parking may be located up to 30m from an entrance.
- (b) Class A bicycle parking may be located up to 200m from an entrance.
- (c) All bicycle parking spaces shall be located on hard surfaces in areas that are visible and well illuminated.

- (d) Class B spaces shall be located at ground level and visible to passers-by or building security personnel. Where not immediately visible to passers-by, directional signage shall be provided.

3.12.15 Special Bicycle Parking Facility Requirements

- (a) Where six (6) bicycle spaces are provided, a reduction of one (1) regular required motor vehicle parking space may be permitted up to a maximum of two (2) spaces.
- (b) In any case where enhanced bicycle parking facilities are provided, for every two enhanced parking spaces, one regular required motor vehicle space may be eliminated up to a maximum reduction of 10% of the required motor vehicle parking.
- (c) In cases of 100% lot coverage, Class B bicycle parking may be installed within the street right-of-way, in accordance with the provisions of the Streets By-law (S-300), provided it is within 91.4m from the location they are to serve.

3.12.16 An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

- (a) The primary entrance or entrances to each individual building; and,
- (b) Any public sidewalk system along the perimeter streets adjacent to the commercial development.

3.12.17 All pedestrian walkways shall be a minimum of 1.5 metres (4.9 feet) wide.

3.12.18 Continuous pedestrian walkways shall be provided along the full length of a building along any facade featuring the primary entrance to a community commercial use and along any façade abutting customer parking areas for community commercial uses. Such walkways shall be located at least 1.8 metres from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

3.13 Outdoor Lighting

3.13.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways, and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

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

3.14 Landscaping

3.14.1 Notwithstanding the Bedford Land Use By-law, Halifax Mainland Land Use By-law, and any future applicable Land Use By-law requirements for the underlying zone, landscaping shall comply to the requirements of 3.14.2 through 3.14.9.

3.14.2 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).

3.14.3 Site landscaping shall be generally in conformance with Schedule F (Preliminary Landscaping Plan and landscaped buffers shall be provided between any parking area and a public sidewalk at a minimum depth of two (2) metres, excluding walkways and driveways.

3.14.4 Further to the landscaping shown on Schedule F, nothing in this agreement shall limit the ability of the Developer to install landscaping walls or fencing on the Lands.

- 3.14.5 Prior to the first Occupancy Permit for the buildings adjacent to Fleetview Drive, a treed buffer shall be provided between the development on the Lands and the single unit dwellings abutting Fleetview Drive.
- 3.14.6 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscape Plan for the relevant Lot which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule F. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.14.7 Prior to issuance of any Occupancy Permit for a building in a Lot, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed for the Lot or portion of the Lot in accordance with the terms of this Agreement.
- 3.14.8 Notwithstanding Section 3.14.5 and 3.14.7, where the weather and time of year do not allow the completion of the outstanding landscape works for a Lot or portion of a Lot prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.
- 3.14.9 All landscape areas designed to be installed upon any portion of the building must be supported by documentation from a Structural Engineer indicating that the building design is able to support any required drainage or additional weight caused by the landscaped area.

3.15 Maintenance

- 3.15.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.15.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.16 Signs

- 3.16.1 Notwithstanding the Bedford Land Use By-law, Halifax Mainland Land Use By-law, and any future applicable Land Use By-law requirements for the underlying zone, signs shall comply to the requirements of 3.16.2 through 3.16.8.
- 3.16.2 No person shall erect a sign without first obtaining a development permit from the Development Officer except as otherwise stated in this agreement.
- 3.16.3 Notwithstanding subsections 3.16.1 of this Agreement, signage shall generally conform to the following requirements:

- (a) All signs shall be located on the lot containing the business being advertised;
- (b) Not more than two signs per business shall be permitted;
- (c) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
- (d) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands;
- (e) Directional ground and fascia signs as may be required for vehicular/pedestrian traffic and "wayfinding" purposes are permitted on the Lands and are exempt from requiring a permit; and
- (f) All signs on the Lands shall only be externally illuminated with low voltage, shielded exterior fixtures except for:
 - i. front-lit, individually raised profile letters and characters with LED illumination,
 - ii. front-lit, standard channel letters and characters with LED illumination; or,
 - iii. reverse channel (halo-lit) letters and characters with either neon gas tubing or LED illumination.

3.16.4 No facial wall sign shall:

- (a) extend above the top of the wall on which it is affixed;
- (b) extend beyond the extremities of the wall on which it is affixed;
- (c) include more than one message for each business premise in the building on which it is affixed where the building contains multiple occupancies; and
- (d) have an area which exceeds ten (10) percent of the area of the wall on which it is attached;

3.16.5 No projecting wall sign shall:

- (a) project over a public right-of-way unless an encroachment permit/license is approved by the Municipality;
- (b) project more than six (6) feet from the wall on which it is attached;
- (c) project above the eaves, parapet or roof line of a building;
- (d) be erected below a height of ten (10) feet above grade;
- (e) have a single face area greater than sixteen (16) square feet; and
- (f) canopies and awnings incorporating signage are not subject to subsections a), c), d), and e).

3.16.6 No ground sign shall:

- (a) exceed a height of twenty (20) feet from the grade to the highest part of the sign;
- (b) be set back less than five (5) feet from the front lot line, or the flankage lot line of a corner lot; and
- (c) Exceed a face area of 9.3 square metres (100 square feet).

3.16.7 A maximum of four permanent ground signs shall be permitted on the Lands to denote the community or development name.

3.16.8 Commercial building signage shall be limited to two signs per tenant and shall comply with the signage provisions of the Bedford Land Use By-law or Halifax Land Use By-law, as amended from time to time.

3.16.9 The following signs shall not be permitted or erected on the Lands, notwithstanding anything else contained in this agreement:

- (a) Signs having flashing or moving illumination which varies in intensity or colour, signs having moving parts, whether caused by mechanical apparatus, electrical pulsation, or normal wind current;
- (b) portable signs except for once per business for a maximum period of sixty (60) continuous days for new business openings;
- (c) any sign which creates a hazard to public safety;

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

3.17 Temporary Construction Building

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

3.18 Screening

- 3.18.1 Notwithstanding the Bedford Land Use By-law, Halifax Mainland Land Use By-law, and any future applicable Land Use By-law requirements for the underlying zone, screening shall comply to the requirements of 3.18.2 through 3.18.5.
- 3.18.2 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.18.3 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Larry Uteck Boulevard, Starboard Drive, Fleetview Drive, or abutting residential properties and residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.18.4 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Larry Uteck Boulevard, Starboard Drive, Fleetview Drive, abutting residential properties, or incorporated into the architectural treatments and roof structure. This requirement shall not apply to individual residential mechanical systems, including heat pumps for individual units.
- 3.18.5 Any mechanical equipment shall be screened from view from Larry Uteck Boulevard, Starboard Drive, Fleetview Drive, or abutting residential properties by means of opaque fencing or masonry walls with suitable landscaping elements. This requirement shall not apply to individual residential mechanical systems, including heat pumps for individual units.

3.19 Hours of Operation

- 3.19.1 Community Commercial uses shall be permitted to operate between the hours of 6:00 am and midnight.
- 3.19.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 6:00am and 10:00pm.
- 3.19.3 Hours of operation for any use accessory to the Lifestyle Community Development shall be as per subsection 3.19.4 and shall not be restricted by this Agreement.
- 3.19.4 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

3.20 Reinstatement

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

3.21 Incentive or Bonus Zoning

- 3.21.1 Subject to 3.5.2, Incentive or Bonus Zoning shall apply to the development, as per Schedule H of this agreement.
- 3.21.2 Public benefit values shall be updated using a new appraisal every five (5) years from the date of signing this Agreement. The appraisal shall be done in accordance with Schedule H of this agreement. No development permit may be issued for the development if it has not been appraised within the last five (5) years.
- 3.21.3 The public benefit shall be completed as per Schedule H of this agreement.
- 3.21.4 Notwithstanding Schedule H of this agreement, an Incentive or Bonus Zoning Agreement shall not be required when the public benefit is provided in the form of money in lieu.
- 3.21.5 No Certificate of Occupancy shall be issued until the full amount of the money-in-lieu is paid to the Municipality or the public benefit is completed, in accordance with Schedule H of this agreement.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Off-Site Disturbance

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

4.3 Solid Waste Facilities

- 4.3.1 Every building shall include designated space for five stream commercial waste containers to accommodate source separation program in accordance with By-law S-600 as amended from time to time.
- 4.3.2 Refuse containers and waste compactors shall be confined to the loading areas of each building and shall meet screening requirements of subsection 3.18.1.
- 4.3.3 Consideration shall be given to locating refuse and recycling material to ensure minimal effect on abutting property owners located outside of the Lands by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

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

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

5.3 Archaeological Monitoring and Protection

- 5.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall comply with the requirements set forth by the Province of Nova Scotia Department of Communities, Culture and Heritage in regard to archaeological screening.

5.4 Sulphide Bearing Materials

- 5.4.1 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 Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:
 - (a) Changes to amenity space requirements as detailed in Section 3.8 of this Agreement to reallocate how amenity space is provided throughout the Lands;
 - (b) Changes to the common shared private driveway and pedestrian walkway requirements as detailed in Section 3.11 or Schedule B;
 - (c) Changes to parking, circulation and access requirements as detailed in Section 3.12 or Schedule B of this Agreement;
 - (d) Changes to landscaping requirements as detailed Section 3.14 or Schedule F of this Agreement;

- (e) Changes to the signage requirements as detailed in Section 3.16 of this Agreement;
- (f) Changes to screening requirements as detailed in Section 3.18 of this Agreement;
- (g) Changes to any of the Schedules of this Agreement to reflect a partial discharge of this Agreement;
- (h) The granting of an extension to the length of time for the commencement of the development as identified in Section 7.3 of this Agreement; and
- (i) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer for the Municipality.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean issuance of a Building Permit for a building after this Agreement has been approved.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development, the Municipality 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) discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By law, as may be amended from time to time.
- 7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit for the final proposed building.

7.4.3 In the event that development on the Lands has not been completed within fifteen (15) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after fifteen (15) years from the date of execution of this Agreement, the Municipality may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement; or,
- (d) discharge a portion of the Agreement on Lands where development has been completed.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 120 days written notice of the failure or default, then in each such case:

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

J.P. SHANNON REALITES LIMITED

Witness

Per: _____

Print Name: _____

Date Signed: _____

SIGNED, SEALED AND DELIVERED in the presence of:

SHX DEVELOPMENTS LIMITED

Witness

Per: _____

Print Name: _____

Date Signed: _____

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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

Date signed: _____

Per: _____
MUNICIPAL CLERK

Witness

Date signed: _____

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

SCHEDULE "A-1"
BLOCK UTM4-A

ALL that certain parcel of land situate on Larry Uteck Boulevard, being at Bedford, in the County of Halifax, Province of Nova Scotia, being BLOCK UTM4-A as shown on a plan entitled "Plan of Survey of BLOCKS SBM-1, UTCC4, UTGC1, UTM4-A, UTM4-B; and PARCELS LUB-11, NMD-2, RR-1 & SD-5" prepared by Servant, Dunbrack, McKenzie & MacDonald Ltd. being certified by Carl K. Hartlen, NSLS, dated the 1st day of December, 2009, being more particularly described as follows:

COMMENCING at a survey marker on the southern boundary of Larry Uteck Boulevard, and at the northwestern corner of BLOCK UTM4-B;

THENCE along the western boundary of BLOCK UTM4-B, South 05 Degrees 24 Minutes 41 Seconds West a distance of 365.88 feet to a point on the northern boundary of BLOCK SBM-1, said point being South 05 Degrees 24 Minutes 41 Seconds West a distance of 20 feet from a witness survey marker, and South 89 Degrees 27 Minutes 59 Seconds East a distance of 40 feet from another witness survey marker;

THENCE along the northern boundary of BLOCK SBM-1, North 89 Degrees 27 Minutes 59 Seconds West a distance of 140.62 feet to a survey marker at the northernmost corner of BLOCK SBM-1;

THENCE along the northwestern boundary of BLOCK SBM-1, South 58 Degrees 01 Minutes 12 Seconds West a distance of 76.02 feet to a survey marker at the southeastern corner of BLOCK UTCC4;

THENCE along the eastern boundary of BLOCK UTCC4, North 23 Degrees 23 Minutes 58 Seconds West a distance of 279.08 feet to a survey marker;

THENCE continuing along the eastern boundary of BLOCK UTCC4, North 00 Degrees 10 Minutes 01 Seconds East a distance of 184.23 feet to a survey marker on the southern boundary of Larry Uteck Boulevard, and on a curve having a radius of 726.71 feet;

THENCE along said curve, and the southern boundary of Larry Uteck Boulevard, turning to the right for an arc distance of 57.04 feet to a survey marker, and the beginning of a curve having a radius of 1300.85 feet;

THENCE along said curve, and the southern boundary of Larry Uteck Boulevard, turning to the right for an arc distance of 182.11 feet to a survey marker;

THENCE continuing along the southern boundary of Larry Uteck Boulevard, South 80 Degrees 12 Minutes 31 Seconds East a distance of 113.48 feet to the point of commencement.

CONTAINING 121,350 square feet.

SUBJECT TO an easement in favour of Nova Scotia Power Incorporated as described in Land Registration Document number 95270121 and shown on Land Registration Plan number 94971109.

BEING AND INTENDED TO BE a portion of BLOCK 9-R13, Lands of Clayton Developments Limited, as described in Land Registry Office Book 7322 Page 205.

ALL bearings and distances are grid, referenced to NAD83 (CSRS) Epoch 2010.0, MTM Zone 5, Central Meridian 64 Degrees 30 Minutes West.

SCHEDULE "A-2"
BLOCK UTCC4

ALL that certain parcel of land situate on Larry Uteck Boulevard and Starboard Drive, being at Bedford, in the County of Halifax, Province of Nova Scotia, being BLOCK UTCC4 as shown on a plan entitled "Plan of Survey of BLOCKS SBM-1, UTCC4, UTGC1, UTM4-A, UTM4-B; and PARCELS LUB-11, NMD-2, RR-1 & SD-5" prepared by Servant, Dunbrack, McKenzie & MacDonald Ltd. being certified by Carl K. Hartlen, NSLS, dated the 1st day of December, 2009, being more particularly described as follows:

COMMENCING at a survey marker on the southern boundary of Larry Uteck Boulevard, and at the northwestern corner of BLOCK UTM4-A;

THENCE along the western boundary of BLOCK UTM4-A, South 00 Degrees 10 Minutes 01 Seconds West a distance of 184.23 feet to a survey marker as the westernmost corner of BLOCK UTM4-A;

THENCE continuing along the western boundary of BLOCK UTM4-A, South 23 Degrees 23 Minutes 58 Seconds East a distance of 279.08 feet to a survey marker on the northwestern boundary of BLOCK SBM-1;

THENCE along the northwestern boundary of BLOCK SBM-1, South 48 Degrees 57 Minutes 29 Seconds West a distance of 246.23 feet to a survey marker on the northeastern boundary of Starboard Drive;

THENCE along the northeastern boundary of Starboard Drive, North 34 Degrees 03 Minutes 40 Seconds West a distance of 10.55 feet to a survey marker;

THENCE continuing along the northeastern boundary of Starboard Drive, South 55 Degrees 59 Minutes 39 Seconds West a distance of 6.00 feet to a survey marker;

THENCE continuing along the northeastern boundary of Starboard Drive, North 34 Degrees 00 Minutes 21 Seconds West a distance of 37.44 feet to a survey marker, and the beginning of a curve having a radius of 6550.20 feet;

THENCE along said curve, and the northeastern boundary of Starboard Drive, turning to the right for an arc distance of 3.33 feet to a survey marker;

THENCE continuing along the northeastern boundary of Starboard Drive, North 56 Degrees 04 Minutes 02 Seconds East a distance of 6.00 feet to a survey marker;

THENCE continuing along the northeastern boundary of Starboard Drive, North 33 Degrees 55 Minutes 58 Seconds West a distance of 10.00 feet to a survey marker;

THENCE continuing along the northeastern boundary of Starboard Drive, South 56 Degrees 04 Minutes 02 Seconds West a distance of 6.00 feet to a survey marker, being on a curve having a radius point North 56 Degrees 06 Minutes 39 Seconds East a distance of 6550.20 feet from said survey marker;

THENCE along said curve, and the northeastern boundary of Starboard Drive, turning to the right for an arc distance of 403.25 feet to a survey marker, and the beginning of a curve having a radius of 113.20 feet;

THENCE along said curve, and the northeastern boundary of Starboard Drive, turning to the right for an arc distance of 102.67 feet to a survey marker on the southern boundary of Larry Uteck Boulevard, and the beginning of a curve having a radius of 37.70 feet;

THENCE along said curve, and the southern boundary of Larry Uteck Boulevard, turning to the right for an arc distance of 23.14 feet to a survey marker, and the beginning of a curve having a radius of 497.00 feet;

THENCE along said curve, and the southern boundary of Larry Uteck Boulevard, turning to the right for an arc distance of 100.88 feet to a survey marker, and the beginning of a curve having a radius of 726.71 feet;

THENCE along said curve, and the southern boundary of Larry Uteck

Boulevard, turning to the right for an arc distance of 239.29 feet to the point of commencement.

CONTAINING 157.973 square feet.

SUBJECT TO easements in favour of Nova Scotia Power Incorporated as described in Land Registration Office Document number 95270196 and shown on Land Registration Plan number 94971109.

SUBJECT TO an easement in favour of Nova Scotia Power Incorporated as described in Land Registration Office document number 113487954

BEING AND INTENDED TO BE a portion of BLOCK 9-R13, Lands of Clayton Developments Limited, as described in Land Registry Office Book 7322 Page 205.

ALL bearings and distances are grid, referenced to NAD83 (CSRS) Epoch 2010.0, MTM Zone 5, Central Meridian 64 Degrees 30 Minutes West.

SCHEDULE "A-3"
BLOCK A-R-1

ALL that certain parcel of land situate on Starboard Drive and Fleetview Drive, being at Halifax, in the County of Halifax, Province of Nova Scotia, being BLOCK A-R-1 as shown on a plan entitled "Plan of Survey of LOT A-1, being a Subdivision of BLOCK A-R Lands of SHX Developments Limited" prepared by DesignPoint Engineering & Surveying Ltd. being certified by Jethro D. Gunn, NSLS, dated the 17th day of April, 2024, being more particularly described as follows:

COMMENCING at a survey marker on the northeastern boundary of Starboard Drive, at the southernmost corner of LOT A-1;

THENCE along the southeastern boundary of LOT A-1, North 55 Degrees 52 Minutes 59 Seconds East a distance of 91.196 metres to a point, being North 15 Degrees 07 Minutes 02.3 Seconds West a distance of 1450.424 metres from Nova Scotia High Precision Network monument 200075;

THENCE continuing along the southeastern boundary of LOT A-1, North 9 Degrees 48 Minutes 56 Seconds East a distance of 85.992 metres to a point at the easternmost point of LOT A-1;

THENCE along the eastern boundary of LOT A-1, North 34 Degrees 07 Minutes 01 Seconds West a distance of 93.667 metres to a point;

THENCE continuing along the eastern boundary of LOT A-1, North 5 Degrees 23 Minutes 48 Seconds East a distance of 23.530 metres to a survey marker at the southwestern corner of PARCEL ESH-SF;

THENCE along the southern boundary of PARCEL ESH-SF, North 83 Degrees 49 Minutes 43 Seconds East a distance of 191.131 metres to a survey marker;

THENCE continuing along the southern boundary of PARCEL ESH-SF, South 82 Degrees 57 Minutes 55 Seconds East a distance of 12.857 metres to a point at the northernmost corner of LOT NH;

THENCE along the western boundary of LOT NH, South 5 Degrees 23 Minutes 47 Seconds East a distance of 81.492 metres to a survey marker;

THENCE continuing along the western boundary of LOT NH, South 46 Degrees 32 Minutes 30 Seconds West a distance of 47.886 metres to a survey marker;

THENCE continuing along the western boundary of LOT NH, South 48 Degrees 01 Minutes 39 Seconds West a distance of 47.493 metres to a survey marker, and the beginning of a curve having a radius of 48.290 metres;

THENCE along said curve, and the western boundary of LOT NH, turning to the left for an arc distance of 38.054 metres, having a chord equivalent of 37.077 metres measured on a bearing South 8 Degrees 11 Minutes 55 Seconds West to a survey marker;

THENCE along the southwestern boundary of LOT NH, South 24 Degrees 40 Minutes 26 Seconds East a distance of 16.152 metres to a survey marker;

THENCE continuing along the southwestern boundary of LOT NH, South 32 Degrees 13 Minutes 59 Seconds East a distance of 98.110 metres to a survey marker;

THENCE continuing along the southwestern boundary of LOT NH, South 34 Degrees 38 Minutes 34 Seconds East a distance of 6.799 metres to a survey marker;

THENCE continuing along the southwestern boundary of LOT NH, South 55 Degrees 32 Minutes 55 Seconds West a distance of 10.975 metres to a survey marker;

THENCE continuing along the southwestern boundary of LOT NH, South 34 Degrees 27 Minutes 05 Seconds East a distance of 6.100 metres to a point on the northwestern boundary of Fleetview Drive;

THENCE along the northwestern boundary of Fleetview Drive, South 55 Degrees 32 Minutes 55 Seconds West a distance of 49.856 metres to a point at the easternmost corner of LOT FV92, and being North 38 Degrees 58 Minutes 33 Seconds West a distance of 3.457 metres from a witness drill hole;

THENCE along the northeastern boundary of LOT FV92, North 38 Degrees 58 Minutes 33 Seconds West a distance of 49.923 metres to a survey marker at the northernmost corner of LOT FV92;

THENCE along the northwestern boundaries of LOT FV92 through LOT FV90, South 38 Degrees 20 Minutes 56 Seconds West a distance of 29.413 metres to a survey marker;

THENCE along the northwestern boundaries of LOT FV90 through LOT FV87, South 36 Degrees 06 Minutes 15 Seconds West a distance of 49.621 metres to a point on the northeastern boundary of Starboard Drive, and being North 36 Degrees 06 Minutes 15 Seconds East a distance of 3.453 metres from a drill hole;

THENCE along the northeastern boundary of Starboard Drive, North 53 Degrees 53 Minutes 45 Seconds West a distance of 16.715 metres to a point, and the beginning of a curve having a radius of 874.928 metres;

THENCE along said curve, and the northeastern boundary of Starboard Drive, turning to the right for an arc distance of 129.708 metres, having a chord equivalent of 129.589 metres measured on a bearing North 49 Degrees 38 Minutes 57 Seconds West to the point of commencement.

CONTAINING 4.971 Hectares more or less.

SUBJECT TO an easement in favour of Nova Scotia Power Incorporated as described in Land Registration Office document number 123358617.

SUBJECT TO service easements in favour of LOT NH, as shown on Land Registration Office plan number 123430747.

SUBJECT TO an access and service easement in favour of LOT NH, as shown on Land Registration Office plan number 123430747.

SUBJECT TO an easement in favour of Nova Scotia Power Incorporated as described in Land Registration Office document number 106965117, and shown on Land Registration Office plan number 121516497.

TOGETHER WITH service easements as shown on Land Registration Office plan number 123430747

BEING AND INTENDED TO BE a portion of BLOCK A-R, Lands of SHX Developments Limited, as described in Land Registration Office document numbers 95470572, 95470598, 108590929, 106853352.

ALL bearings and distances are grid, referenced to NAD83 (CSRS) Epoch 2010.0, MTM Zone 5, Central Meridian 64 Degrees 30 Minutes West.

SCHEDULE "A-4"
LOT NH

ALL that certain lot of land situate on Fleetview Drive, being at Halifax, in the County of Halifax, Province of Nova Scotia, being LOT NH as shown on a plan entitled "Plan of Survey of LOT NH being a Subdivision of BLOCK A Lands of SHX Developments Limited" prepared by DesignPoint Engineering & Surveying Ltd. being certified by Matthew B. Williams, NSLS, dated the 27th day of September, 2023, being more particularly described as follows:

COMMENCING at a point on the northwestern boundary of Fleetview Drive, at a southeastern corner of BLOCK A-R, being North 34 Degrees 27 Minutes 05 Seconds West a distance of 3.457 metres from a witness drill hole, and being North 9 Degrees 36 Minutes 44 Seconds West a distance of 1326.502 metres from Nova Scotia High Precision Network monument 200075;

THENCE along the eastern boundary of BLOCK A-R, North 34 Degrees 27 Minutes 05 Seconds West a distance of 6.100 metres to a survey marker;

THENCE continuing along the eastern boundary of BLOCK A-R, North 55 Degrees 32 Minutes 55 Seconds East a distance of 10.975 metres to a survey marker;

THENCE continuing along the eastern boundary of BLOCK A-R, North 34 Degrees 38 Minutes 34 Seconds West a distance of 6.799 metres to a survey marker;

THENCE continuing along the eastern boundary of BLOCK A-R, North 32 Degrees 13 Minutes 59 Seconds West a distance of 98.110 metres to a survey marker;

THENCE continuing along the eastern boundary of BLOCK A-R, North 24 Degrees 40 Minutes 26 Seconds West a distance of 16.152 metres to a survey marker, and the beginning of a curve having a radius of 48.290 metres;

THENCE along said curve, and the eastern boundary of BLOCK A-R, turning to the right for an arc distance of 38.054 metres, having a chord equivalent of 37.077 metres measured on a bearing North 8 Degrees 11 Minutes 55 Seconds East to a survey marker;

THENCE continuing along the eastern boundary of BLOCK A-R, North 48 Degrees 01 Minutes 39 Seconds East a distance of 47.493 metres to a survey marker;

THENCE continuing along the eastern boundary of BLOCK A-R, North 46 Degrees 32 Minutes 30 Seconds East a distance of 47.886 metres to a survey marker at the easternmost corner of BLOCK A-R;

THENCE continuing along the eastern boundary of BLOCK A-R, North 5 Degrees 23 Minutes 47 Seconds West a distance of 81.492 metres to a survey marker on the southern boundary of PARCEL ESH-SF;

THENCE along the southern boundary of PARCEL ESH-SF, South 82 Degrees 57 Minutes 55 Seconds East a distance of 46.527 metres to a survey marker at the southwestern corner of BLOCK ESH;

THENCE along the southern boundary of BLOCK ESH, North 86 Degrees 09 Minutes 53 Seconds East a distance of 27.737 metres to a survey marker at a northwestern corner of BLOCK 4-R15;

THENCE along the western boundaries of BLOCK 4-R15, LOT AL03B, and LOT AL03A, South 23 Degrees 23 Minutes 09 Seconds East a distance of 112.124 metres to a survey marker at the northernmost corner of LOT FV165;

THENCE along the northwestern boundaries of LOT FV165 through LOT FV174, and PARCEL P4, South 46 Degrees 01 Minutes 48 Seconds West a distance of 185.928 metres to a survey marker at the westernmost corner of PARCEL P4;

THENCE along the southwestern boundary of PARCEL P4, South 34 Degrees 31 Minutes 49 Seconds East a distance of 53.340 metres to a point on the northwestern boundary of Fleetview Drive, being North 34 Degrees 31 Minutes 49 Seconds West a distance of 3.453 metres from a witness drill hole;

THENCE along the northwestern boundary of Fleetview Drive, South 55 Degrees 32 Minutes 55 Seconds West a distance of 30.480 metres to the point of commencement.

CONTAINING 2.447 Hectares more or less.

SUBJECT TO an easement in favour of Nova Scotia Power Incorporated as described in Land Registration Office document number 123358617.

SUBJECT TO service easements in favour of BLOCK A-R, as shown on Land Registration Office plan number 123430747.

SUBJECT TO access easements in favour of BLOCK A-R, as shown on Land Registration Office plan number 123430747.

TOGETHER WITH an access and service easement as shown on Land Registration Office plan number 123430747.

TOGETHER WITH service easements as shown on Land Registration Office plan number 123430747

BEING AND INTENDED TO BE a portion of BLOCK A, Lands of SHX Developments Limited, as described in Land Registration Office document numbers 95470572, 95470598, 108590929, 106853352.

ALL bearings and distances are grid, referenced to NAD83 (CSRS) Epoch 2010.0, MTM Zone 5, Central Meridian 64 Degrees 30 Minutes West.

SCHEDULE "A-5"
LOT A-1

ALL that certain lot of land situate on Starboard Drive, being at Halifax, in the County of Halifax, Province of Nova Scotia, being LOT A-1 as shown on a plan entitled "Plan of Survey of LOT A-1, being a Subdivision of BLOCK A-R Lands of SHX Developments Limited" prepared by DesignPoint Engineering & Surveying Ltd. being certified by Jethro D. Gunn, NSLS, dated the 17th day of April, 2024, being more particularly described as follows:

COMMENCING at a survey marker on the northeastern boundary of Starboard Drive, at the westernmost corner of BLOCK A-R-1, and on a curve with a radius of 874.928 metres;

THENCE along said curve, and the northeastern boundary of Starboard Drive, turning to the right for an arc distance of 173.180 metres, having a chord equivalent of 172.898 metres measured on a bearing North 39 Degrees 43 Minutes 54 Seconds West to a point;

THENCE continuing along the northeastern boundary of Starboard Drive, North 34 Degrees 03 Minutes 40 Seconds West a distance of 127.300 metres to a survey marker;

THENCE continuing along the northeastern boundary of Starboard Drive, and the southeastern boundary of BLOCK UTCC4, North 48 Degrees 57 Minutes 29 Seconds East a distance of 76.892 metres to a point at the southernmost corner of BLOCK UTM4-A;

THENCE along the southern boundary of BLOCK UTM4-A, North 58 Degrees 01 Minutes 12 Seconds East a distance of 23.171 metres to a point;

THENCE along the southern boundary of BLOCK UTM4-A and BLOCK UTM4-B, South 89 Degrees 27 Minutes 59 Seconds East a distance of 149.952 metres to a survey marker on the western boundary of PARCEL ESH-SF;

THENCE along the western boundary of PARCEL ESH-SF, and the western boundary of BLOCK A-R-1, South 5 Degrees 23 Minutes 48 Seconds West a distance of 86.746 metres to a point;

THENCE continuing along the western boundary of BLOCK A-R-1, South 34 Degrees 07 Minutes 01 Seconds East a distance of 93.667 metres to a point;

THENCE continuing along the western boundary of BLOCK A-R-1, South 9 Degrees 48 Minutes 56 Seconds West a distance of 85.992 metres to a point, said point being North 15 Degrees 07 Minutes 02.3 Seconds West a distance of 1450.424 metres from Nova Scotia High Precision Network monument 200075;

THENCE continuing along the western boundary of BLOCK A-R-1, South 55 Degrees 52 Minutes 59 Seconds West a distance of 91.196 metres to the point of commencement.

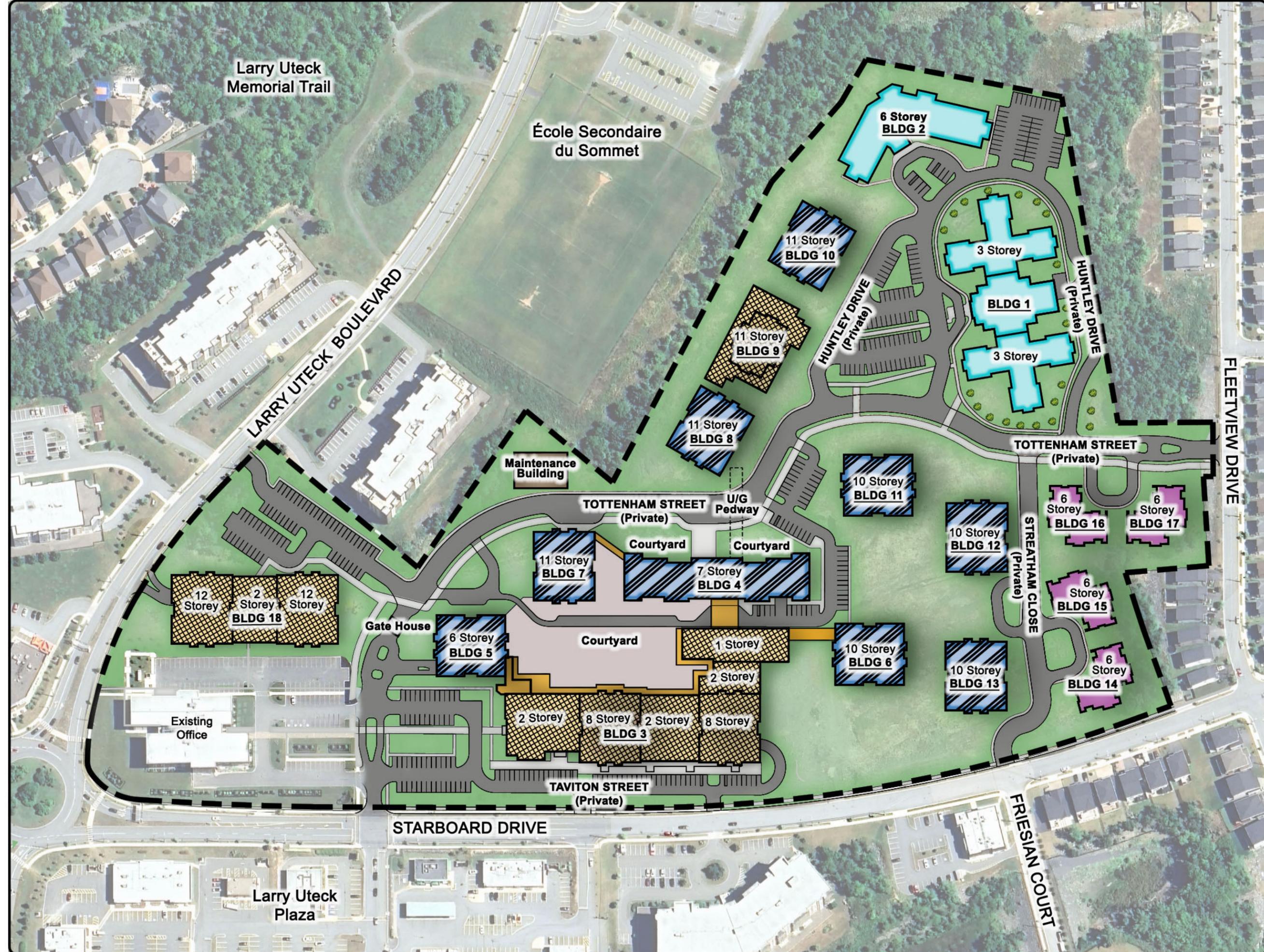
CONTAINING 4.983 Hectares more or less.

SUBJECT TO an easement in favour of Nova Scotia Power Incorporated as described in Land Registration Office document number 95270170.

SUBJECT TO a service easement in favour of LOT NH and BLOCK A-R-1, as shown on Land Registration Office Plan number 123430747.

BEING AND INTENDED TO BE a portion of BLOCK A-R, Lands of SHX Developments Limited, as described in Land Registration Office document numbers 95470572, 95470598, 108590929, 106853352.

ALL bearings and distances are grid, referenced to NAD83 (CSRS) Epoch 2010.0, MTM Zone 5, Central Meridian 64 Degrees 30 Minutes West.



SCHEDULE 'B'

BEDFORD SOUTH SHANNEX

CONCEPT PLAN

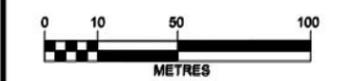
SHANNEX

36.9 ACRES

2011 UNITS

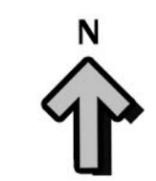
LEGEND

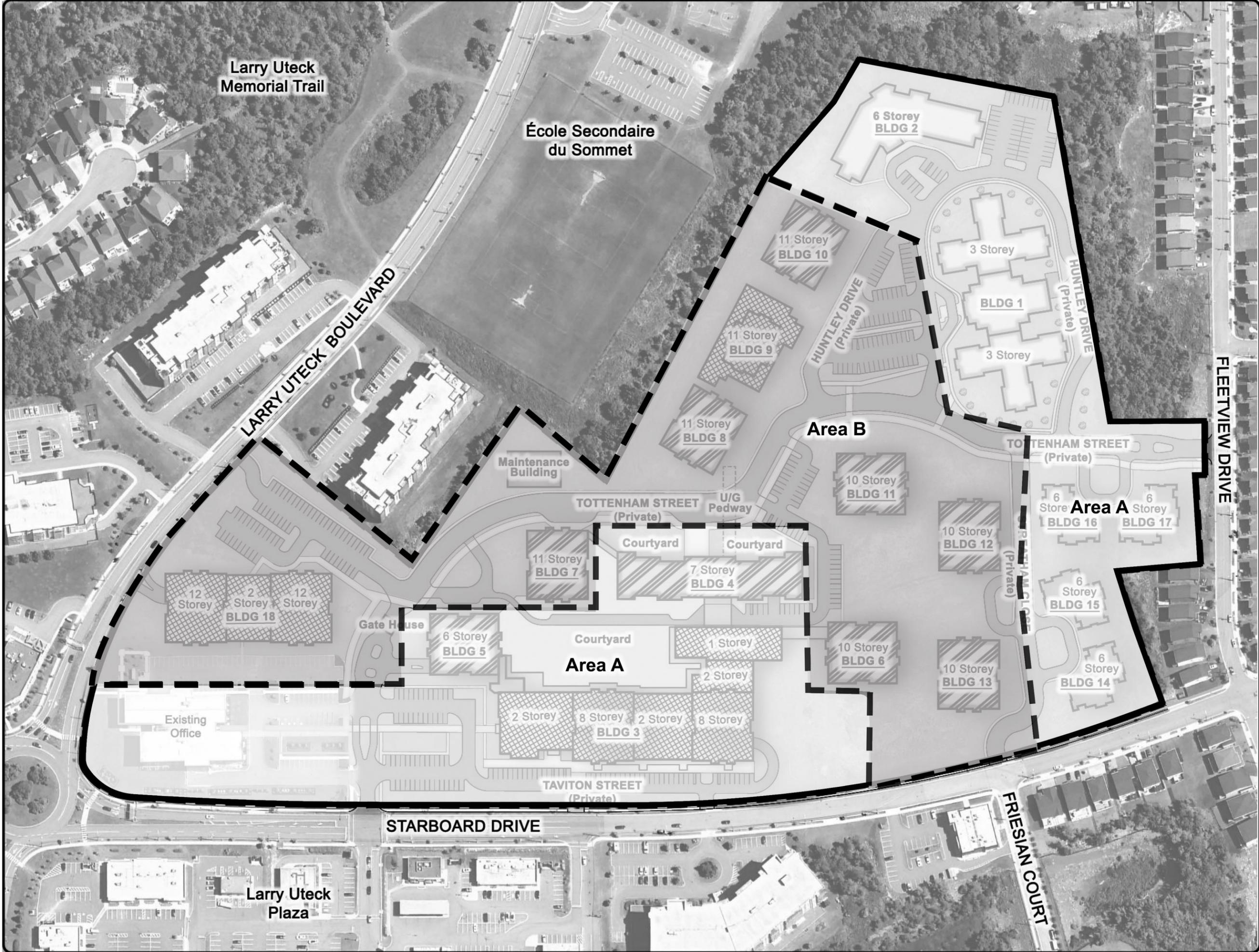
-  APARTMENTS
-  MIXED USE
-  SHARED HOUSING WITH SPECIAL CARE
-  SHARED HOUSING
-  PEDWAY
-  AREA SUBJECT TO D.A.



SCALE NTS

DATE JUNE 21 2024

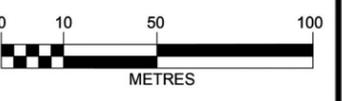
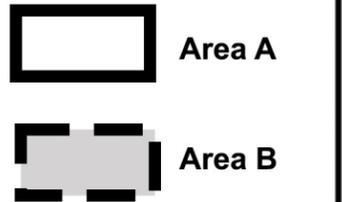




SCHEDULE 'C'

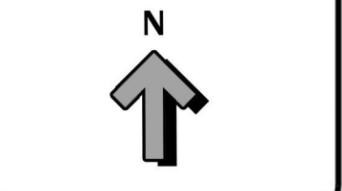
BEDFORD SOUTH SHANNEX

REQUIREMENTS PLAN



SCALE NTS

DATE JUNE 24, 2024

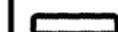


SCHEDULE 'D'

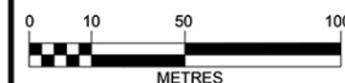
BEDFORD SOUTH SHANNEX

CONCEPTUAL SUBDIVISION PLAN

LEGEND

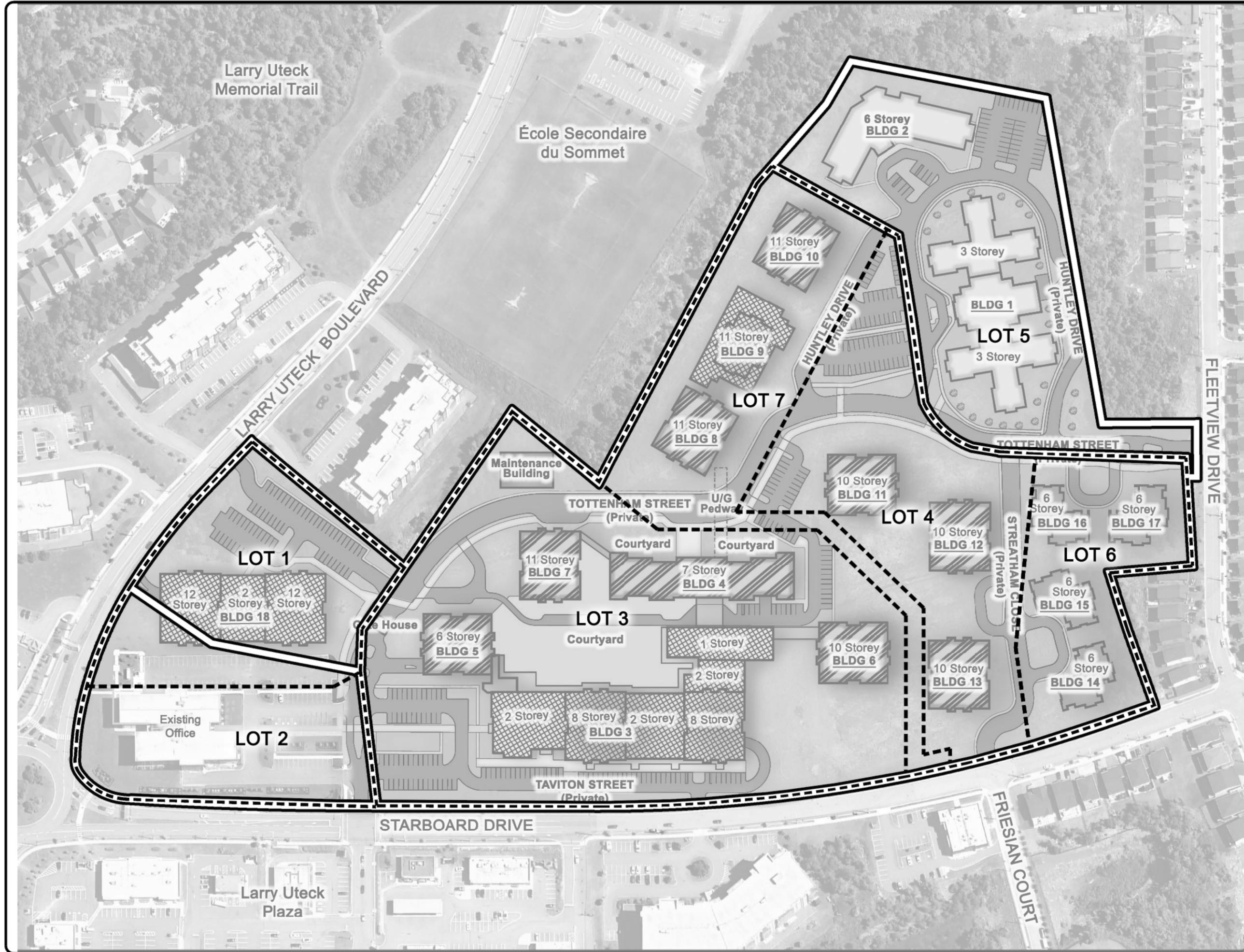
 EXISTING PROPERTY LINES

 CONCEPTUAL FUTURE SUBDIVISION LINES



SCALE NTS

DATE JUNE 21 2024



**Schedule E - Density and Amenity Space Table
Shannex Bedford South**

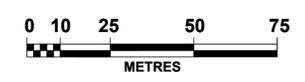
Phase	Bldg #	Units	Use	Population Allocation Per Unit	People	Opening Year	Amenity Space (Sq.Ft.)				
							Space Required based on Population	Proposed Interior	Proposed Active Exterior	Proposed Passive Exterior	Total Proposed
NH Phase	1	144	Sh. Housing/Special Care	1.0	144	2025	14400	27000	8000	32000	67000
NH Phase	2	144	Sh. Housing/Special Care	1.0	144	2026	14400	24000	5000	20000	49000
Phase 1A	3	160	Mixed Use/ Shared Housing	1.0	160	2026	16000	77000	35000	10000	122000
Phase 1A	4	162	Shared Housing	1.0	162	2026	16200	20000	12000	11000	43000
Phase 1A	5	71	Shared Housing	1.0	71	2025	7100	1500	7000	8000	16500
Phase 1B	6	118	Shared Housing	1.0	118	2027	11800	1500	7000	8000	16500
Phase 1C	7	126	Shared Housing	1.0	126	2028	12600	3000	7000	13000	23000
Phase 2A	8	136	Shared Housing	1.0	136	2029	13600	3000	4000	11000	18000
Phase 2A	9	136	Mixed Use/ Shared Housing	1.0	136	2029	13600	3000	4000	11000	18000
Phase 2B	10	114	Shared Housing	1.0	114	2028	11400	15000	6000	9000	30000
Phase 3A	11	134	Shared Housing	1.0	134	2030	13400	3000	3000	12000	18000
Phase 3B	12	134	Shared Housing	1.0	134	2031	13400	3000	3000	12000	18000
Phase 3C	13	134	Shared Housing	1.0	134	2032	13400	80000	5000	30000	115000
Phase 4A	14	24	Apartments	1.5	36	2030	3600	500	500	2000	3000
Phase 4B	15	24	Apartments	1.5	36	2030	3600	500	500	2000	3000
Phase 4C	16	24	Apartments	1.5	36	2031	3600	500	500	2000	3000
Phase 4D	17	24	Apartments	1.5	36	2031	3600	500	500	2000	3000
Phase 5	18	202	Mixed Use /Apartments	1.5	202	2033	20200	500	500	2000	3000
Totals		2011			2059		205900	263500	108500	197000	569000

SCHEDULE 'F'

BEDFORD SOUTH SHANNEX

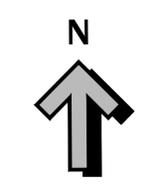
CONCEPTUAL LANDSCAPE PLAN

- NOTES:**
- CONCEPTUAL LAYOUT ONLY.
 - FINAL PLANS TO BE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT.



SCALE
NTS

DATE
JUNE 25, 2024

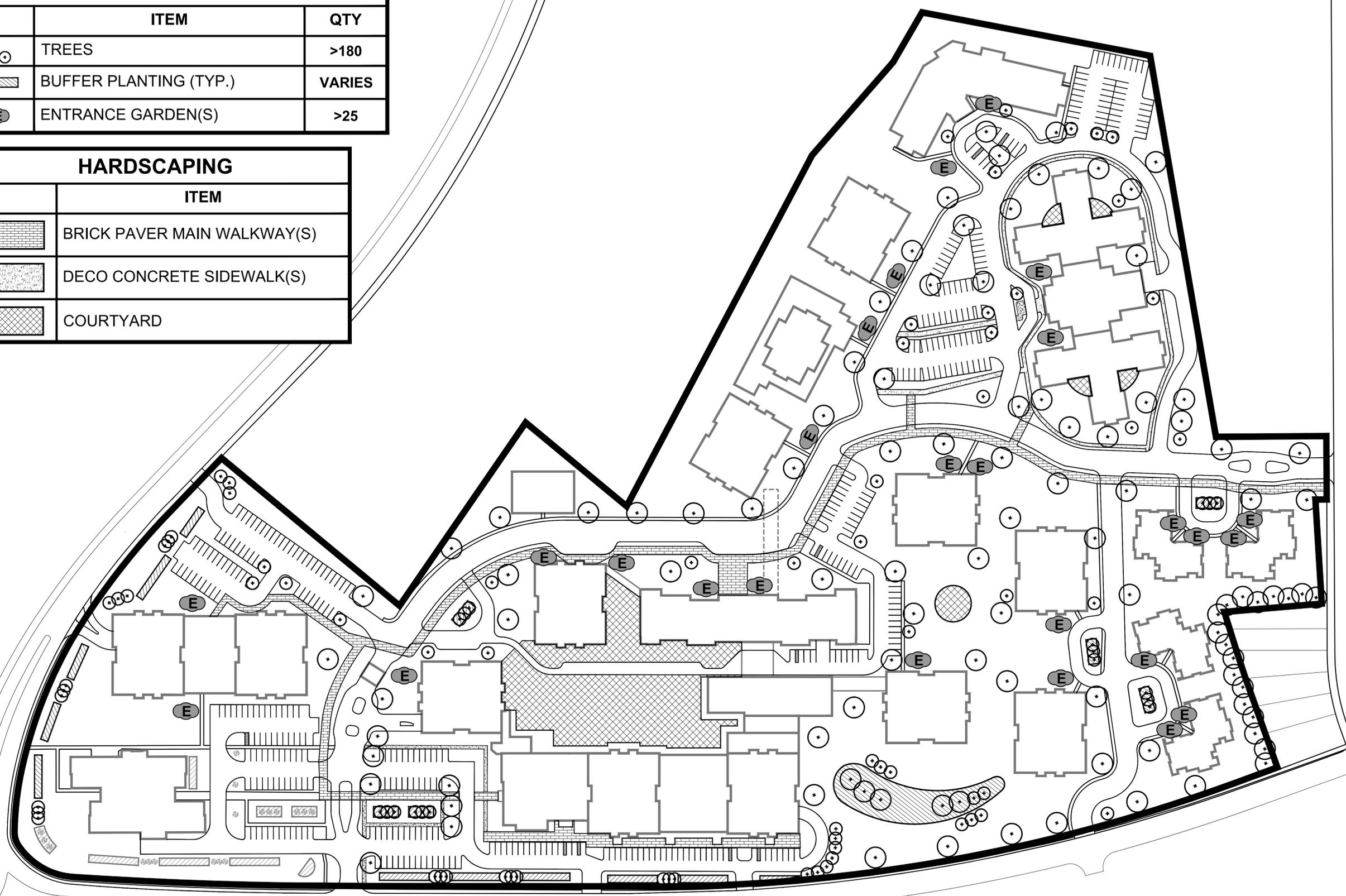


PLANTING LEGEND

	ITEM	QTY
	TREES	>180
	BUFFER PLANTING (TYP.)	VARIES
	ENTRANCE GARDEN(S)	>25

HARDSCAPING

	ITEM
	BRICK PAVER MAIN WALKWAY(S)
	DECO CONCRETE SIDEWALK(S)
	COURTYARD



SCHEDULE 'G'

BEDFORD SOUTH SHANNEX

CONCEPTUAL PARKING PLAN

--- PROPOSED UNDER GROUND PARKING

█ PROPOSED ABOVE GROUND PARKING AND CURB

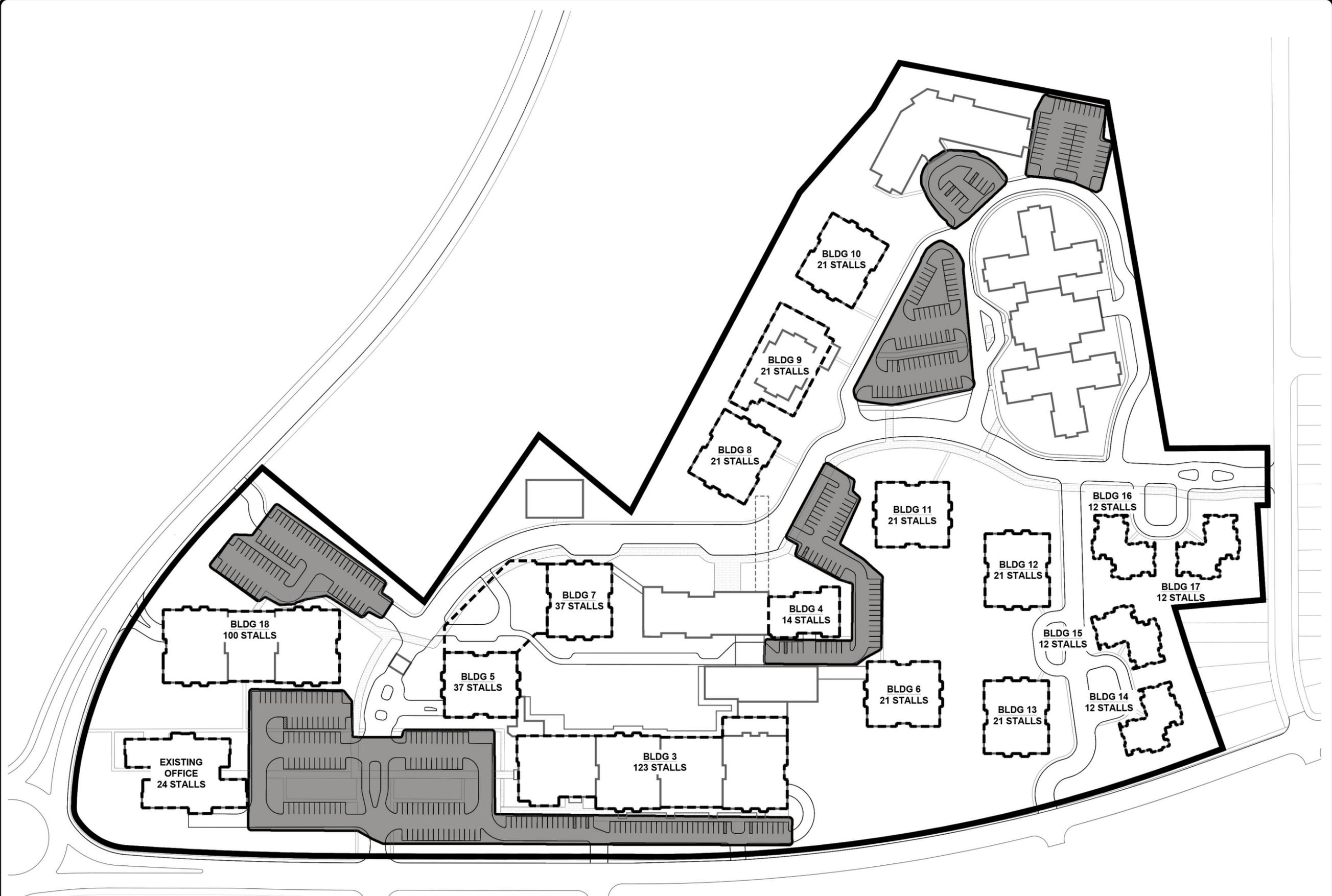
NOTES:

- CONCEPTUAL LAYOUT ONLY.
- FINAL PLANS TO BE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT.



SCALE NTS

DATE JUNE 24, 2024



SCHEDULE H: Interim Bonus Zoning Requirements

Definitions

1. For the purpose of this Agreement the following definitions shall apply:
 - (a) **ACCESSORY STRUCTURE** means a structure that is:
 - (i) subordinate, incidental, and devoted to a main use or structure, and
 - (ii) not attached to any main building;
 - (b) **AFFORDABLE COMMUNITY OR CULTURAL INDOOR SPACE** means premises used for community and cultural purposes by a not-for-profit organization or registered Canadian charitable organization, such as offices, meeting rooms, recreational facilities, educational facilities, art and cultural spaces, performance, rehearsal and exhibition spaces, galleries, daycare uses, and other social services;
 - (c) **APPLICANT** means any person, including an owner, applying for a development permit, or development agreement;
 - (d) **APPRAISER** means an individual who holds the Accredited Appraiser (AACI) designation of the Appraisal Institute of Canada.
 - (e) **BUILDING** means every continuous enclosed area with exterior walls on a lot that:
 - (i) is built, erected, and framed of a combination of materials,
 - (ii) is either portable or fixed,
 - (iii) has a roof,
 - (iv) forms a structure for the shelter of persons, animals, or property, and
 - (v) is located, in whole or in part, above or below grade;
 - (ea) **CERTIFICATE OF OCCUPANCY** means an occupancy permit as issued pursuant to B-201, the *Building By-law*, and the *Nova Scotia Building Code Act*; (NWCC-Feb 20/24;E-Mar 6/24)
 - (f) **FLOOR AREA** means the horizontal area of all floors of a building or a parking structure, measured from the interior faces of any exterior wall or fire wall and includes interior staircases, but excludes the following:
 - (i) unenclosed space outside any exterior walls or located on a rooftop, such as balconies and patios,
 - (ii) any floor area below a ground floor of a building or parking structure,
 - (iii) elevator shafts,
 - (iv) accessory structures,
 - (v) rooftop greenhouses,
 - (vi) any space open to a floor below, and
 - (vii) pedways;

- (g) **GREENHOUSE** means a structure constructed primarily of transparent materials, for the protection and cultivation of plants, such as vegetables, fruits, herbs, sprouts, ornamental plants, and flowers;
- (h) **INCENTIVE OR BONUS ZONING** means the requirements that permit the relaxation of certain requirements if an applicant exceeds other requirements or undertakes other action, in the public interest, as specified in the requirements;
- (i) **INCENTIVE OR BONUS ZONING AGREEMENT** means a contract between an owner and the Municipality that describes the public benefit to be provided by the applicant in exchange for incentive or bonus zoning;
- (j) **NOT-FOR-PROFIT ORGANIZATION MEANS:**
 - (i) a society incorporated pursuant to the Societies Act, R.S.N.S.1989 c.435, as amended,
 - (ii) a non-profit association incorporated pursuant to the Co-operative Associations Act, R.S.N.S.1989 c. 98, as amended,
 - (iii) a non-profit association to which the Co-operative Associations Act applies,
 - (iv) a not-for-profit corporation incorporated pursuant to the Canada Not-for-profit Corporations Act, S.C. 2009, c. 23, or
 - (v) a non-profit organization incorporated as a non-profit organization pursuant to its own Act of the Nova Scotia Legislature;
- (k) **PARKING STRUCTURE** means a structure that contains motor vehicle parking spaces on one or more levels, including on an open rooftop, but excluding any garage associated with a low-density dwelling use;
- (l) **PEDWAY** means an elevated enclosed walkway that connects two or more buildings and is used exclusively for pedestrian traffic;
- (m) **PREMISES** means a structure or portions of a structure occupied by a use;
- (n) **PROFESSIONAL ARTIST** means an artist who:
 - (i) has proven, specialized training in an artistic field,
 - (ii) is recognized as a professional by their peers who are working in the same artistic tradition, and
 - (iii) has a history of public presentation or publication;
- (o) **PUBLIC ART** means a permanent work of art planned and executed by a professional artist in any medium, material, media, or combination thereof, but excludes any corporate insignia;
- (p) **REGISTERED CANADIAN CHARITABLE ORGANIZATION** means a charitable organization registered pursuant to the *Income Tax Act* (Canada) and the regulations made pursuant to that Act;
- (q) **REGISTERED HERITAGE BUILDING** means a building on a registered heritage property that:
 - (i) has been registered pursuant to the *Heritage Property Act*, and
 - (ii) contributes to the character-defining elements on the registered heritage property; and
- (r) **REGISTERED HERITAGE PROPERTY** means an area of land that is a registered heritage property pursuant to the *Heritage Property Act*.

Requirement to Provide a Public Benefit for Bonus Zoning

- 2. In accordance with the Regional Municipal Planning Strategy Policies G-16A to G-16G but subject to Section 3, incentive or bonus zoning shall be required for the Lands identified in this Agreement.**
- 3. Incentive or bonus zoning shall not be required for the Lands identified by this Agreement if the Development Officer is satisfied that:**
 - (a) upon the date of application for a development permit, the applicant for the development permit is a registered not-for-profit organization or registered Canadian charitable organization, and have been registered for at least 1 year prior to the date the complete application is received by the Municipality;**
 - (b) the provision of affordable housing is included in the mandate or programs and activities of the registered not-for-profit organization or the registered Canadian charitable organization;**
 - (c) a minimum of 60% of the development is for housing; and**
 - (d) the property that is the subject of the application is solely owned by one or a combination of the following:**
 - (i) the applicant,**
 - (ii) the Municipality,**
 - (iii) the Provincial Government,**
 - (iv) the Federal Government, or**
 - (v) an agent of the Provincial or Federal Government.**
- 4. For any development agreement or development as specified in Section 8, the Development Officer may require the applicant to enter into an incentive or bonus zoning agreement.**
- 5. Subject to section 3, no development permit shall be issued where an incentive or bonus zoning agreement is required, until the incentive or bonus zoning agreement is executed by all parties and filed in the Provincial Land Registration Office.**
- 5A. Subject to section 3, no certificate of occupancy shall be issued until the full amount of the money-in-lieu is paid to the Municipality or as specified in the applicable development agreement.**

Public Benefit Value

- 6. (1) Where an applicant is required to provide incentive or bonus zoning, the value of the public benefits shall be determined in accordance with Section 7 or Section 8.**

- (2) The applicant shall submit a public benefit value calculation with their application for a development permit, in a format acceptable to the Development Officer.
7. Except for lands that are greater than 10 hectares under section 8, the minimum required public benefit value shall be calculated by multiplying Factor #1 by Factor #2, and then multiplying the product by Factor #3, where:
- (a) Factor #1 is the new floor area in square metres that exceeds 2,000 square metres;
 - (b) Factor #2 is 0.20; and
 - (c) Factor #3 is the bonus zoning rate, in dollars per square metre, as specified in Section 11.
8. (1) For lands that are greater than 10 hectares that are developed by development agreement, the public benefit shall be determined based on the appraised market value of the site once the proposed plan amendment and associated development agreement is approved by Council, and then multiplied by a coefficient of 0.12.
- (2) The appraised market value is not the market value of the completed project, but the value that the applicant could expect to receive if they sold the site with the development agreement in place.
- (3) Any appraisal under this section shall be completed by an appraiser that is hired by the Municipality.
- (4) The cost of any appraisal shall be paid for by the applicant.
- (5) The terms of reference for the appraisal shall be determined solely by the Municipality.
- (6) Where the Municipality or applicant disagrees with the appraised value determined in the appraisal, the disagreeing party may, at the applicant's expense, have a second appraisal done, and the appraisal is subject to the same terms of reference as the initial appraisal.
9. The appraised market value for the purposes of the public benefit value is:
- (a) where there is one appraisal, the monetary value of the land from that appraisal; or
 - (b) where there are two appraisals, the average monetary values of the land from the two appraisals.

Deadline to Complete Public Benefit

10. Any required public benefit shall be completed by the applicant prior to certificate of occupancy being issued or as specified in the applicable development agreement.

Bonus Zoning Rate

11. The bonus zoning rate for the area identified on Schedule C is \$195/ square metre, as of April 2022 and shall be adjusted in accordance with Sections 12, 13, and 14.

Bonus Zoning Rate Adjustments

12. (1) The bonus zoning rate specified Section 11 shall be adjusted annually on April 1st in accordance with changes to the *Halifax All-Items Consumer Price Index* released by Statistics Canada.
- (2) The bonus zoning rate shall be adjusted using the method specified as follows:

Step 1: The percentage change in the Halifax All-Items Consumer Price Index (CPI) shall be determined by

- (a) using the formula:

$$(A/B \times 100) \text{ minus } 100 = \text{percentage change in CPI}$$

- (b) where:

- (i) “A” is the previous year’s Halifax All-Items Consumer Price Index, and
- (ii) “B” is the Halifax All-Items Consumer Price Index for the base year in which this Appendix was adopted, or the year where the bonus zoning rate was last updated through a formal rate update by a trained valuation professional, whichever is later.

Step 2: The percentage change in CPI determined under Step 1 shall then be multiplied by the bonus zoning rate under Section 11.

Step 3: The product of Step 2 shall then be added to the bonus zoning rate, with the resulting sum becoming the new bonus zoning rate for the current bonus rate year.

13. If the *Halifax All-Items Consumer Price Index* declines or remains unchanged in a given year, there shall be no change in the bonus zoning rate for that year.
14. (1) The bonus zoning rate for the calculation of the required public benefit value shall be the bonus zoning rate at the time a complete application for a development permit is received by the Municipality.
- (2) Where the development permit expires and an application for a new development permit is made for the same development, the value of the public benefit shall be the difference between the bonus zoning rate at the time the new complete application is received and the bonus zoning rate previously paid.

Public Benefit: Money-in-Lieu for Affordable Housing

15. (1) A minimum of 60% of the required public benefit shall be in the form

- of money-in-lieu for affordable housing.
- (2) Money-in-lieu accepted for affordable housing shall be required to be used within the Municipality for:
- (a) the rehabilitation of existing affordable housing units, including building assessments, provided by a not-for-profit organization or registered Canadian charitable organization;
 - (b) the acquisition of buildings, housing units, or properties for affordable housing;
 - (c) the creation of new affordable housing units by a not-for-profit organization or registered Canadian charitable organization;
 - (d) a housing agreement permitted in Clause 73(b) of the Halifax Regional Municipality Charter; or
 - (e) any combination of Clauses (a) to (d).

Public Benefit Categories

16. The remaining required public benefits shall be in the form of one or a combination of the following public benefits:
- (a) additional money-in-lieu for affordable housing;
 - (b) the conservation of a registered heritage building, or a building within a heritage conservation district, that is located on the site of the development;
 - (c) money-in-lieu for the conservation of a registered heritage building; or
 - (d) the conservation of a building located within a heritage conservation district;
 - (e) money-in-lieu for the acquisition or improvement of municipal parks;
 - (f) money-in-lieu for affordable community or cultural indoor space;
 - (g) money-in-lieu for public art; or
 - (h) public art on the site of the development.

Public Benefit: Conservation of Registered Heritage Buildings or a Building within a Heritage Conservation District

17. (1) Notwithstanding Sections 15 and 16, on registered heritage property or on a property within a heritage conservation district, 90% of the public benefit shall be allocated to the conservation of:
- (a) a registered heritage building that is on the site of the development; or
 - (b) a building within a heritage conservation district that is on the site of the development.
- (2) The remaining 10% of the public benefit shall be in the form of money-in-lieu for affordable housing.
18. The applicant shall register a waiver in title of the property that, without the approval of the Municipality, the registered heritage property or the property within a heritage conservation district shall not be altered or demolished under Section 18 of the *Heritage Property Act*.

Public Benefit Requirement: On-Site Public Art

19. Where the required public benefit includes public art under Clause 16(h), the public art shall:
- (a) be located on the site of the development, and allow direct public access or viewing of the public art;
 - (b) be designed by a professional artist; and
 - (c) have a minimum cost of \$100,000.
20. The following items shall not qualify as public art under Clause 16(h):
- (a) interpretive, wayfinding, or other functional signage;
 - (b) branding or promotional projects;
 - (c) plaques and supporting infrastructure;
 - (d) stock and mass-produced items;
 - (e) memorials, where:
 - (i) the memorial commemorates a single individual not previously approved through the Municipality's Commemorative Asset Naming Program,
 - (ii) the memorial has not been designed and created by a professional artist, or
 - (iii) the primary component or element of design involves benches, picnic tables, playgrounds or other park infrastructure, trees, or other ornamental landscape elements; or
 - (f) landscape design, landscape gardens, or any garden features including fountains, garden furnishings, or other infrastructure, unless those elements have been conceived of by a professional artist independently or in collaboration with other design professionals and are an integral component of an artwork.

Incentive or Bonus Zoning Agreement

21. An incentive or bonus zoning agreement required by a Development Officer shall contain terms respecting:
- (a) the identification of the development site;
 - (b) design drawings, provided by the applicant, for any required or provided public benefit;
 - (c) where required by the Development Officer, detailed construction drawings, site plans, specifications, cost estimates, or appraisals prepared by an appraiser for any required or provided public benefit;
 - (d) the identification of any conditions required by the Municipality before the public benefit is accepted;
 - (e) where required, provisions for the auditing and reporting of public benefits; and
 - (f) any other terms or conditions the Development Officer requires.

- 22. An incentive or bonus zoning agreement shall be signed by the owner.**
- 23. Subject to Sections 24 and 25, and in accordance with Section 31A of the Charter, Council delegates to the Development Officer the authority to:**
 - (a) enter into an incentive or bonus zoning agreement, or an amendment to an incentive or bonus zoning agreement, on behalf of the Municipality;**
 - (b) discharge an incentive or bonus zoning agreement, in whole or in part, in accordance with the terms of the incentive or bonus zoning agreement or with the concurrence of the property owner, and**
 - (c) sign the discharge, including a discharge agreement, on behalf of the Municipality.**
- 24. In accordance with Subsection 31A(5) of the Charter, where an incentive or bonus zoning agreement entered into by the Development Officer commits the Municipality to any expenditure, the agreement has no force or effect until approved by Council.**
- 25. In accordance with Subsection 31A(4) of the Charter, an incentive or bonus zoning agreement entered into by the Development Officer, or an amendment to such an agreement, shall be signed by the Mayor and the Municipal Clerk on behalf of the Municipality.**



Attachment D: Public Information Meeting (PIM) Summary

Public Information Meeting Case 2023-00349

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

Thursday, October 19, 2023

7:00 p.m.

Bedford-Hammonds Plains Community Centre (Activity Room) (202 Innovation Drive, Bedford)

STAFF IN

ATTENDANCE: Megan Backos, HRM Planner III, HRM Planning & Development Services
Maggie Holm, Principal Planner, HRM Planning & Development Services
Emily Pothier and Lisa Arblaster, Technical Coordinator, HRM Planning & Development Services
Cara McFarlane, Planning Processing Coordinator, HRM Planning & Development Services

ALSO IN

ATTENDANCE: Andrew Bone, Applicant, Clayton Developments Limited
Heather Hanson, Shannex Developments
Councillor Tim Outhit, District 16

PUBLIC IN

ATTENDANCE: Approximately 17

The meeting commenced at 7:03 p.m.

1. Call to order / Acknowledgements / Introductions / Purpose of Meeting – Megan Backos

Case 2023-00349 - Application by Clayton Developments Limited, on behalf of SHX Developments (Shannex), requesting plan and development agreements amendments to permit a lifestyle community at 660 Larry Uteck Boulevard and PID 41318049, Halifax.

Megan Backos is the Planner and Project Lead guiding this application through the planning process. Backos acknowledged that the meeting took place in the traditional and ancestral territory of the Mi'kmaq people, and that we are all treaty people and that we are in the decade for people of African Descent. Staff members, the applicants/developer for this application and Councillor Outhit were introduced.

2. Presentation – Megan Backos

Backos gave a brief presentation of the proposal for 660 Larry Uteck Boulevard and PID 41318049, Halifax outlining the status of the application, the Applicant's request for plan amendments and amendments to existing development agreements on the site, site context, photos of the subject property, concept site plan (a revised site plan was presented by the applicant at the meeting and not yet reviewed by Staff), renderings, plan policies within the Bedford and Halifax Municipal Planning Strategies (MPSs) and the current zoning within the Bedford and Halifax Mainland Land Use By-laws (LUBs).

Presentation – Heather Hanson, Vice President of Strategy and Brand, Shannex

Heather Hanson gave some background on Shannex and how they've grown. Hanson presented details outlining their proposal for Bedford Square, a well-needed seniors' lifestyle community to address residents' needs. Developing this proposal will add to the housing supply for aging in place and offering support that may be necessary in all stages of life.

Presentation – Andrew Bone, Director of Planning and Development, Clayton Developments

Andrew Bone presented a new site plan that refined the original concept plan from a number of years ago into a more buildable plan that will add to the housing supply. The revisions reflect the requests from HRM for certain buildings currently under construction. Bone explained the proposed amendments to the existing development agreements on the property in relation to height and density. An updated Traffic Impact Study (TIS) will be done and resubmitted to HRM.

3. Questions and Comments

Robert Presseau, Friesian Court, Halifax has a vested interest in the traffic flow coming out of Friesian Court. The traffic calming speed bumps and the bus stop often causes the traffic to back up to Friesian Court which is a concern for increased traffic from this development. Presseau is also concerned about increased traffic backing up coming off the roundabout and at the first light on Peakview. A letter of concern for traffic was sent to HRM and although a response was never received, Presseau is glad to hear that another TIS is required. **Backos** did respond to the letter about traffic and will double-check the email address. The TIS is being amended and once received will be posted on the website. **Presseau** believes that the entrance to the development should align with Friesian Court and if required, a four-way stop or light.

Presseau asked for clarification regarding the two different proposals. **Backos** explained that the site plan that is posted on the website and was mailed to residents informing them of this meeting should be the same and is what has been reviewed by staff to date. The one shown at this meeting, has yet to be reviewed by HRM. **Bone** apologized that the original submitted plan is different and does not have any copies of the new plan to hand out. The original plan was highly conceptual at the time and things have changed over time. The revised plan gives a better idea of where the remaining buildings will be located.

Presseau asked for clarification on the long-term care buildings. **Hanson** explained that there are two separate buildings for long-term care. The original plan shows two buildings with a mainstream connection (common area) for the and there is another building proposed depending on demand.

Presseau has a concern about the increase in density of fully independent individuals. **Hanson** explained that it would depend on the building. All buildings are developed for aging in place but largely independent. Some have greater care and part of the reason this design has changed is because the Province awarded 144 beds through a public procurement process. **Bone** clarified how population and number of units relate to each other. The numbers in each building will be determined through discussions with HRM and Halifax Water to ensure it is appropriate for what is being suggested on the site.

Presseau sees that the new site plan shows a walkway instead of a drive-thru which means that Starboard Drive would have to be utilized by many of the residents on the site. **Bone** explained that Shannex has requested a full driveway access but believe that HRM will only allow right in/out access.

Presseau expressed concern for increased traffic heading to the 102 through the two roundabouts.

David Lanstroth, Fleetview Drive, Halifax trusts that all the studies have been done by engineers and processes are being followed but is concerned about the dramatic increase in density for a specific demographic. Literature suggests that this is the biggest of this type of development in Canada. What does this mean for the community and have some of the demographic issues been studied (ie. noise)? **Hanson** has seen these communities improve people's health/wellness and avoid isolation. **Backos** mentioned that there may be ways to mitigate issues that arise but as for the land use, different demographics have to be kept in mind.

Christen Baker, Starboard Drive, Halifax agrees with the previous speaker about traffic concerns. With the appreciated speed bumps and a school bus that parks on the street during the day, it is, at certain times, very difficult to get out of the driveway (buses, traffic from the shopping area) and surrounding streets. Additional height is also a concern. Will the long-term care facilities have private rooms/baths? **Hanson** explained that private rooms/baths are currently mandated.

Josh Hagle, Oceanview Drive, Bedford – Beautiful facility and development but does have concerns about traffic and safety. Oceanview Drive has become a collector street because Moirs Mill Road and Nine Nile Drive were never connected. Currently, there are large commercial trucks and vehicles parked on and using the street. After a letter to the Councillor on July 19, 2023, Traffic Services has confirmed that Oceanview is used as a shortcutting route (also when accidents occur on Highway 102) which is not the intent of the Bedford MPS. Also, Oceanview Drive was not included in the TIS for this proposal. I would like assurance that no traffic will utilize Oceanview Drive from this development? Crestview Subdivision is within the Bedford South Secondary Planning Strategy for protection against shortcutting and the traffic counts have increased since 2018. **Backos** mentioned that the engineering team will review the updated TIS and may feel that Oceanview Drive should be included.

Presseau would like a better idea of how the new proposal is going to look compared to the previous proposal. **Backos** will upload the new plan to the website once it has been submitted and reviewed by HRM Staff. These are changes to the regulations, setbacks and heights from the development agreement that was approved in 2009. Development agreements are written with flexibility for a complex application such as this one. **Bone** explained that the original development agreement set parameters with a building height of six storeys. The area outlined in red on the site plan is where increase in building height and change in located is being proposed. Buildings currently under construction were approved by the existing development agreement.

4. Closing Comments

Backos thanked everyone for their participation in the meeting and will make the revised site plan and TIS available on the website once they have been received and reviewed by HRM Staff.

5. Adjournment

The meeting adjourned at approximately 8:29 p.m.

Attachment E: Planning Policy Review

Bedford Municipal Planning Strategy	
THE BEDFORD SOUTH SECONDARY PLANNING STRATEGY	
Policy	Staff Comments
<p>Policy MCP-1 <i>The Community Concept Plan, presented as Schedule I, shall form the framework for land use allocation within the master plan area and all policies and actions taken by the Municipality shall conform with the intent of this plan. A comprehensive development district zone shall be applied to all lands within the master plan area and any development of the land shall be subject to approval of a development agreement.</i></p>	<p>Bedford South Comprehensive Development District zone has been applied to lands and development to date has been through a development agreement confirming with the intent of the Community Concept Plan. The current development proposal is also subject to approval of a development agreement.</p>
<p>Policy MCP-2 <i>Unless otherwise specified by this secondary planning strategy, the standards for developments applied under the Municipal Planning Strategy and Land Use By-law shall be preferred under any development agreement application brought forward for approval.</i></p>	<p>Noted.</p>
<p>Policy CC-1 <i>A range of community commercial, institutional, and recreational uses may be permitted within the Community Commercial/Institutional Designation subject to consideration of the following matters:</i></p>	
<p>a) <i>no parking or loading areas are located between a public street and a building and any buildings with commercial occupancies shall be located in close proximity to the street line;</i></p>	<p>As seen on the concept plan, parking is proposed between Building 3 and 5 and the public street (Starboard Drive). This was previously approved by permit under the existing development agreement. All other surface parking areas are located to the side of rear of proposed buildings.</p> <p>Buildings 3 and 18 are both proposed to include commercial occupancies and are located within close proximity to Starboard Drive and Larry Uteck Boulevard respectively.</p>
<p>b) <i>parking areas are designed so as not to appear obtrusive from a public street or dominate the streetscape, provide safe and</i></p>	<p>Details have not been provided in submission to allow staff to confirm conformance with this policy. Provisions</p>

<p><i>convenient pedestrian access to the buildings they are intended to serve;</i></p>	<p>have been written into the development agreement to ensure this policy is met through parking lot design, landscaping, and screening requirements.</p>
<p><i>c) provisions are made for the storage of bicycles;</i></p>	<p>Detailed plans for bicycle storage locations and designs have not been provided in submission but applicant has confirmed that they are aware of the requirements and will provided details at permitting stage. Provisions for bicycle parking minimums and location have been written into development agreement.</p>
<p><i>d) exterior materials, street furniture; trees, lighting and landscaping measures are incorporated in buildings to foster an interesting and secure environment;</i></p>	<p>Details for exterior materials, street furniture, trees, lighting, and landscaping measures have been written into the development agreement.</p> <p>Architectural requirements in the development agreement include creating interesting building façades with exterior building materials, elements such as columns, pilasters and lintels, emphasizing building entrances, and designing mechanical and utility systems in a way that are not visible from the street or adjacent residential properties.</p> <p>Proposed landscaping is shown on Schedule F of the agreement and includes buffer planting between building and the public street to provide visual interest and enhance the pedestrian realm. Trees are proposed to line the shared common private driveways at regular intervals. Entrance gardens are also proposed at the main entrance for almost all buildings to further emphasize their location and provide visual interest.</p>
<p><i>e) the windows, exterior features and materials and signs employed in any building create a sense of interest from public streets;</i></p>	<p>Provisions for windows, exterior features and materials, and signs have been written into the development agreement. Provisions include an emphasis on the facades of buildings that are facing the public streets and internal shared common private driveways, but also required architectural elements to continue along all sides of the</p>

	<p>buildings to maintain visual interest and avoid large blank walls. Signage provisions are included in the agreement and are similar to what has previously been approved by Council in the Bedford Land Use By-law.</p>
<p>f) <i>no building height exceeds six stories in height and no residential uses are permitted on the ground floor of any building within fifty (50) feet of a public street;</i></p>	<p>Not Satisfied – considering amendment Applicant is proposing to amend the Bedford and Halifax Municipal Planning Strategies to allow for a maximum building height of twelve (12) storeys.</p>
<p>g) <i>the proposal conforms with all applicable provisions and requirements adopted under this Secondary Planning Strategy regarding environmental protection, the community transportation system and municipal services.</i></p>	<p>See Below.</p>
<p>Policy EP-1 <i>No development agreement shall be entered into unless a master storm water management plan has been prepared for the entire Wentworth/Bedford South master plan area and accepted by the Municipality. The management plan shall:</i></p> <p><i>a) identify significant constraints and sensitivities with regard to flood potential, and environmental features;</i> <i>b) provide estimates of pre-development and post development flow rates at critical locations within watercourses such as at culverts and other road crossings and at downstream developments;</i> <i>c) specify water quality and quantity objectives which are consistent with all municipal and provincial guidelines and identify the means of preventing adverse changes to the quantity and quality of watercourses and groundwater;</i> <i>d) specify the type and location of storm water management facilities and the design requirements to protect receiving waters from contamination, excessive flow rates and loss of aquatic habitat and to protect the quantity and quality of groundwater flows;</i> <i>e) prepare a program for implementation and monitoring before, during and after construction, including securities and any remedial action to be taken in the event that</i></p>	<p>Master stormwater plan for Wentworth/Bedford South has been completed prior to this application.</p>

<p><i>water quantity or quality objectives are not achieved.</i></p>	
<p>Policy EP-2 <i>No development agreement shall be entered into unless the detailed design specifications conform with the master stormwater management plan approved under policy EP-1;</i></p>	<p>Servicing schematics have been reviewed and accepted by Halifax Water and HRM Development Engineering.</p>
<p>Policy EP-3 <i>No stormwater shall be discharged directly into any natural watercourse without the use of mitigative measures as stipulated in under the master stormwater management plan and in accordance with municipal and provincial guidelines.</i></p>	<p>Stormwater information specific to this site not provided at this stage but will be required at the permitting stage for review and approval by HRM Development Engineering.</p>
<p>Policy EP-4 <i>No development, grade alteration, excavation, fill, pavement or removal of natural vegetation shall be permitted within fifty (50) feet of the high water mark, or within the limits of any 1 in 20 year flood plain of any watercourse, except as provided for by development agreement in accordance with an approved storm water management plan or as provided to allow for trail systems or transportation crossings.</i></p>	<p>No watercourse, watercourse high water mark or floodplain has been identified on the site.</p>
<p>Policy EP-5 <i>No development agreement shall be entered into over lands on which trees have been removed except as may otherwise be required for a bonafide land survey or as may be agreed upon with the Municipality to protect property or ensure safety.</i></p>	<p>Trees have been removed on site to allow for development after the original development agreements were approved. Schedule F of the proposed development agreement identifies trees and other landscaping proposed for the site.</p>
<p>Policy EP-6 <i>Features of environmental significance shall be delineated as non-disturbance areas under development agreements. Non-disturbance areas shall be located to allow for continuity non- disturbance areas on abutting lots, municipal parkland and open space dedications, and natural areas adjacent to watercourses.</i></p>	<p>No areas of environmental significance were identified during the approval of the original development agreement for the lands.</p>
<p>Policy EP-7 <i>A tree replanting program shall be incorporated into development agreements to allow for regrowth of trees over all lands on which the natural vegetation has been removed as a</i></p>	<p>Provisions for tree planting have been included in the Landscaping section of the development agreement and are also reflected in the Landscaping Plan shown as Schedule F of the agreements.</p>

<p><i>consequence of development. The program shall specify the locations, number, type and diameter of trees to be planted. The type of trees shall be indigenous to Nova Scotia.</i></p>	
<p>Policy EP-8 <i>Development of land on major slope areas in excess of twenty-five percent (25%) shall be prohibited under any development agreement except where it can be demonstrated that such development would not create any hazard and could better preserve open spaces or areas of environmental value.</i></p>	<p>Site does not contain slopes in excess of twenty-five percent (25%).</p>
<p>Policy EP-9 <i>The Municipality may allow for modifications to the service system specifications adopted under subdivision regulations where such modifications would enhance the ability to preserve the natural environment without compromising the intended objectives of the service systems.</i></p>	<p>Noted.</p>
<p>Policy EP-10 <i>All development agreements shall conform with all applicable regional policies adopted by the Municipality in support of the regional solid waste management program, Halifax Harbour cleanup and the water resources management study.</i></p>	<p>Provisions for solid waste in the agreement include every building meeting My-law S-600 regarding five stream commercial waste containers to accommodate source separation, as is the intention of the HRM Integrated Solid Waste Strategy.</p> <p>Regional Plan no longer contains policy specific to the Halifax Harbour cleanup, however, preliminary servicing has been reviewed and approved by Halifax Water and HRM Development Engineering.</p> <p>The subject lands are not part of a watershed of sub-watershed, therefore policies E-23 and E-24 of the Regional Plan regarding watershed studies and water quality monitoring do not apply.</p>
<p>Policy MS-1 <i>For sewage flow calculations, the population of the master plan area shall not exceed a gross density of twenty (20) persons per acre. To provide for an equitable distribution of development among property owners, three sub areas are established as illustrated in Schedule "III". Within each area, a maximum twenty persons per acre shall be permitted.</i></p>	<p>Not Satisfied – considering amendment Applicant is proposing to amend the Bedford and Halifax Municipal Planning Strategies to permit the proposed increase in density on the site.</p>

<p>Policy MS-2 <i>Populations shall be calculated based on an assumed occupancy of 3.35 persons per single unit, two-unit or townhouse dwelling and 2.25 persons per unit in each multiple unit dwelling. Commercial densities shall be calculated to a maximum of 50 persons per acre for general commercial uses and to a maximum of 30 persons per acre for community commercial, community facility and institutional uses. Final determination of the commercial densities shall be established by development agreement in accordance with intended land uses. In the event that the design population proposed for a residential neighbourhood or commercial designation is less than the maximum permitted, the Municipality may allow the difference to be allocated to another residential neighbourhood or commercial designation within the applicable sub area, provided that all other policy criteria can be satisfied.</i></p>	<p>Not Satisfied – considering amendment Applicant is proposing to amend the Bedford and Halifax Municipal Planning Strategies to permit reduced assumed occupancy for units.</p>
<p>Policy MS-4 <i>The community water distribution system shall conform with the recommendations of the Birch Cove North/ Bedford West Water Infrastructure plan unless otherwise acceptable to the Halifax Regional Water Commission and no development shall be approved by the Municipality unless notified by the Commission that the proposed distribution system conforms with all design and operating specifications established.</i></p>	<p>Servicing for the subject lands has been reviewed and accept by Halifax Water.</p>
<p>Policy MS-6 <i>A maximum of 1,330 residential units may be permitted within the master plan area prior to the construction of the proposed interchange. The allocation to each sub area shown on Schedule III shall be as follows: Sub Area “A”: 615 units Sub Area “B”: 235 units Sub Area “C”: 480 units</i></p>	<p>The proposed interchange has been constructed.</p>
<p>Policy MS-7 <i>No development agreement shall be approved which would permit building permits to be granted for more than 2,000 housing units within the master plan area and the abutting Royale Hemlocks Subdivision unless:</i></p>	<p>a) The Larry Uteck Boulevard interchange has been constructed. b) HRM Development Engineering has reviewed and accepted a Traffic Impact Study completed by a qualified consultant</p>

<p><i>a) the interchange has been constructed and connected to Larry Uteck Boulevard or the financing for the interchange and roads has been secured, a time frame for implementation agreed upon; and</i></p> <p><i>b) consideration is given to the transportation improvements recommended by the Prince's Lodge/ Bedford South Transportation Study or any other transportation study available to the Municipality. A development agreement application shall not be approved where a traffic study concludes that the level of service for any road within the secondary planning strategy or connecting to the abutting road network does not conform with the performance criteria established under the Municipality's Guidelines for Preparation of Traffic Impact Studies and the applicant shall be required to provide the analysis, prepared by a qualified consultant, needed to make such a determination. Without limiting the generality of the foregoing statement, particular consideration will be given to traffic impacts on the Bedford Highway, Nine Mile Drive and Oceanview Drive.</i></p>	<p>and submitted by the applicant which concludes that the proposed level of service for the road network abutting the subject lands is within the performance criteria outlined by the Municipality.</p>
<p>Policy MS-8 <i>Variations to municipal service system standards may be considered where such variations conform with the principles set forth in the Transportation Association of Canada's "A New Vision for Urban Transportation" or any other guidelines or policies acceptable to the Municipality. Consideration shall be given to the objectives and policies established under this Municipal Planning Strategy, public safety, environmental and lifestyle factors, and capital and operating costs as well as other benefits to the Municipality, such as construction of trail systems on public lands.</i></p>	<p>Noted.</p>
<p>Policy MS-9 <i>In accordance with the provisions and requirements of the Municipality's Infrastructure Charges Best Practice Guide and Part II of this Municipal Planning Strategy, an infrastructure charge area shall be established under the Subdivision By-law over the area governed by this Secondary Planning Strategy and no development agreement shall be entered until</i></p>	<p>Infrastructure charges were paid for this site when the original development agreement was approved in 2009. Requirements for additional infrastructure charges have not been identified to date.</p>

<i>infrastructure charges are in effect. (RC-Jul 9/02; E-Aug 31/02)</i>	
Halifax Municipal Planning Strategy	
THE WENTWORTH SECONDARY PLANNING STRATEGY	
Policy	Staff Comments
<p>Policy MCP-1 <i>The Community Concept Plan, presented as Schedule I, shall form the framework for land use allocation within the master plan area and all policies and actions taken by the Municipality shall conform with the intent of this plan. A comprehensive development district zone shall be applied to all lands within the master plan area and any development of the land shall be subject to approval of a development agreement.</i></p>	<p>Wentworth Comprehensive Development District zone has been applied to lands and development to date has been through a development agreement confirming with the intent of the Community Concept Plan.</p>
<p>Policy RN-2 <i>The following matters shall be considered for all development agreement applications within a Residential Neighbourhood Designation:</i></p>	
<p><i>1. the density of housing units does not exceed six units per acre within neighbourhoods A, or C;</i></p>	<p>Not applicable.</p>
<p><i>2. community facilities such as schools, churches and day care centres and businesses that provide goods and services at a neighbourhood level, such as convenience stores, may be permitted within a residential neighbourhood. Convenience stores shall be encouraged to locate at intersections with a Community Collector Street and at transit stops;</i></p>	<p>Community facilities not proposed within the area of site designated as Residential Neighbourhoods Designation on this site.</p>
<p><i>3. sidewalks and pathways facilitate safe and convenient pedestrian travel to transit stops on the Community Collector Street System, the Community Trail System and to community services;</i></p>	<p>Pedestrian sidewalks and pathways are proposed on at least one side of every private shared common driveway, providing connections to the public streets and transit stops. Design provisions for required sidewalk and pathway connections are written into the proposed development agreement.</p>
<p><i>4. the design of neighbourhood streets facilitate shared use by cyclists and encourage safe vehicular speeds and</i></p>	<p>New neighbourhood streets are not being proposed for site. Detailed drawings for private driveways within site have not been</p>

<p><i>discourage short-cutting and excessive speeds by automobiles while enabling direct routes for pedestrians and cyclists;</i></p>	<p>provided in submission. Site plan shows sidewalks along at least one side of every private common shared driveway that connects into sidewalk network on the public streets.</p>
<p><i>5. the allocation of housing and the massing and placement of buildings contributes to a sense of community vitality, energy conservation, surveillance of public spaces and provides an effective integration with established neighbourhoods;</i></p>	<p>The four storey stacked townhouse and six storey lifestyle apartment building closest to Fleetview Drive are quite close to the existing single unit dwellings on Fleetview Drive. For better integration, staff recommends Providing a larger setback, reducing building height or massing the building with stepbacks that stepback from the existing homes.</p>
<p><i>6. building locations, site and architectural design, landscaping, and streetscape elements reinforce the themes of neighbourhood identity, pedestrian scale and compatibility with the natural environment;</i></p>	<p>Buildings have been oriented, where possible, to have main entrances along either the public street or a shared common private driveway. Architectural requirements in the development agreement include creating interesting building façades with exterior building materials, elements such as columns, pilasters and lintels, emphasizing building entrances, and designing mechanical and utility systems in a way that are not visible from the street or adjacent residential properties. These requirements will allow for a consistent architectural style without creating identical buildings throughout the development. Stepbacks are required for all buildings after the fourth storey mitigate a tunnel effect for pedestrians at the ground level.</p> <p>The natural environment has been altered through approved lot grading and site preparation under the previously approved development agreement. Efforts are being made through this agreement to propose landscaping (shown on Schedule F) which includes buffer planting between building and the public street and trees proposed to line the shared common private driveways at regular intervals to provide visual interest and enhance the pedestrian realm. Entrance gardens are also proposed at the main entrance for almost all buildings to further emphasize their location and provide visual interest.</p>

<p><i>7. natural vegetation, landscaping or screening is employed around parking areas for institutional and multiple unit buildings to provide screening from streets and, for buildings containing forty-eight or more housing units, provision of underground parking or a structure allowing for stacked parking shall be a mandatory component of the total on-site parking supply;</i></p>	<p>Provisions to require natural vegetation, landscaping, or screening around parking areas to screen from streets have been written into the development agreement and can also be seen on Schedule F of the development agreement.</p> <p>All buildings proposed contain underground vehicle parking, except for the two shared housing with special care at the northernmost point of the site. These buildings are organized by bed instead of unit, exempting them from this requirement. It is also expected that residents of the shared housing with special care buildings will generally not own a vehicle and therefore the surface parking lots provided outside of the building will be primarily used by staff and visitors.</p>
<p><i>8. all open space/parkland dedications proposed conform with the objectives and policies adopted for the community parkland/open space under this municipal planning strategy and any administrative guidelines adopted by the Municipality and;</i></p>	<p>Parkland dedication was completed at the master planning stage for Bedford South and Wentworth. The subject lands do not contain any of the parkland identified on the master plans.</p>
<p><i>9. the proposal conforms with all applicable provisions and requirements adopted under this Secondary Planning Strategy regarding environmental protection, the community transportation system and municipal services.</i></p>	<p>See below.</p>
<p>Policy RN-3: <i>Neighbourhood F: Lands will be developed primarily with lower density residential housing which may include single, semi-detached and townhouse units. Apartment buildings may be considered on lots with frontage on Starboard Drive.</i></p>	<p>Buildings proposed within Residential Neighbourhood designation are 6 storey apartments and the lot has frontage on Starboard Drive, which generally conforms with this policy.</p>
<p>Policy CCI-1 <i>A range of community commercial, institutional, and recreational uses may be permitted within the Community Commercial/Institutional Designation subject to consideration of the following matters:</i></p>	
<p><i>1. no parking or loading areas are located between a public street and a building and any buildings with commercial occupancies shall be located in close proximity to the street line;</i></p>	<p>As seen on the concept plan, parking is proposed between Building 3 and 5 and the public street (Starboard Drive). This was previously approved by permit under the existing development agreement. All other</p>

	<p>surface parking areas are located to the side of rear of proposed buildings.</p> <p>Buildings 3 and 18 are both proposed to include commercial occupancies and are located within close proximity to Starboard Drive and Larry Uteck Boulevard respectively.</p>
<p><i>2. parking areas are designed so as not to appear obtrusive from a public street or dominate the streetscape, provide safe and convenient pedestrian access to the buildings they are intended to serve;</i></p>	<p>Details have not been provided in submission to allow staff to confirm conformance with this policy. Provisions have been written into the development agreement to ensure this policy is met through parking lot design, landscaping, and screening requirements.</p>
<p><i>3. provisions are made for the storage of bicycles;</i></p>	<p>Detailed plans for bicycle storage locations and designs have not been provided in submission but applicant has confirmed that they are aware of the requirements and will provide details at permitting stage. Provisions for bicycle parking minimums and location have been written into development agreement.</p>
<p><i>4. exterior materials, street furniture; trees, lighting and landscaping measures are incorporated in buildings to foster an interesting and secure environment;</i></p>	<p>Details for exterior materials, street furniture, trees, lighting and landscaping measures have not been provided in submission. Provisions have been written into the development agreement.</p>
<p><i>5. the windows, exterior features and materials and signs employed in any building create a sense of interest from public streets;</i></p>	<p>Details for windows, exterior features and materials, and signs have not been provided in submission. Provisions have been written into the development agreement.</p>
<p><i>6. no building height exceeds six stories in height and no residential uses are permitted on the ground floor of any building within fifty (50) feet of a public street;</i></p>	<p>Not Satisfied – considering amendment Applicant is proposing to amend the Bedford and Halifax Municipal Planning Strategies to allow for a maximum building height of twelve (12) storeys.</p>
<p><i>7. the proposal conforms with all applicable provisions and requirements adopted under this Secondary Planning Strategy regarding environmental protection, the community transportation system and municipal services.</i></p>	<p>See below.</p>

<p>Policy EP-1 <i>No development agreement shall be entered into unless a master storm water management plan has been prepared for the entire Wentworth/Bedford South master plan area and accepted by the Municipality. The management plan shall:</i></p> <ul style="list-style-type: none"> - <i>identify significant constraints and sensitivities with regard to flood potential, and environmental features;</i> - <i>provide estimates of pre-development and post development flow rates at critical locations within watercourses such as at culverts and other road crossings and at downstream developments;</i> - <i>specify water quality and quantity objectives which are consistent with all municipal and provincial guidelines and identify the means of preventing adverse changes to the quantity and quality of watercourses and groundwater;</i> - <i>specify the type and location of storm water management facilities and the design requirements to protect receiving waters from contamination, excessive flow rates and loss of aquatic habitat and to protect the quantity and quality of groundwater flows;</i> - <i>prepare a program for implementation and monitoring before, during and after construction, including securities and any remedial action to be taken in the event that water quantity or quality objectives are not achieved.</i> 	<p>The master stormwater management plan for the Wentworth/Bedford South master plan area has been completed.</p>
<p>Policy EP-2 <i>No development agreement shall be entered into unless the detailed design specifications conform with the master stormwater management plan approved under policy EP-1;</i></p>	<p>Servicing schematics have been reviewed and accepted by Halifax Water and HRM Development Engineering.</p>
<p>Policy EP-3 <i>No stormwater shall be discharged directly into any natural watercourse without the use of mitigative measures as stipulated in under the master stormwater management plan and in accordance with municipal and provincial guidelines.</i></p>	<p>Stormwater information specific to this site not provided at this stage but will be required at the permitting stage for review and approval by HRM Development Engineering.</p>

<p>Policy EP-4 <i>No development, grade alteration, excavation, fill, pavement or removal of natural vegetation shall be permitted within fifty (50) feet of the high water mark, or within the limits of any 1 in 20 year flood plain of any watercourse, except as provided for by development agreement in accordance with an approved storm water management plan or as provided to allow for trail systems or transportation crossings.</i></p>	<p>No watercourse, watercourse high water mark or floodplain has been identified on the site.</p>
<p>Policy EP-5 <i>No development agreement shall be entered into over lands on which trees have been removed except as may otherwise be required for a bonafide land survey or as may be agreed upon with the Municipality to protect property or ensure safety.</i></p>	<p>All trees on site had been removed to allow for lot grading to prepare for development the original development agreements were approved in 2009.</p>
<p>Policy EP-6 <i>Features of environmental significance shall be delineated as non-disturbance areas under development agreements. Non- disturbance areas shall be located to allow for continuity non-disturbance areas on abutting lots, municipal parkland and open space dedications, and natural areas adjacent to watercourses.</i></p>	<p>No areas of environmental significance were identified during the approval of the original development agreement for the lands.</p>
<p>Policy EP-7 <i>A tree replanting program shall be incorporated into development agreements to allow for regrowth of trees over all lands on which the natural vegetation has been removed as a consequence of development. The program shall specify the locations, number, type and diameter of trees to be planted. The type of trees shall be indigenous to Nova Scotia.</i></p>	<p>Provisions for tree planting have been included in the Landscaping section of the development agreement and are also reflected in the Landscaping Plan shown as Schedule F of the agreements.</p>
<p>Policy EP-8 <i>Development of land on major slope areas in excess of twenty-five percent (25%) shall be prohibited under any development agreement except where it can be demonstrated that such development would not create any hazard and could better preserve open spaces or areas of environmental value.</i></p>	<p>Site does not contain slopes in excess of twenty-five percent (25%).</p>
<p>Policy EP-9</p>	<p>Noted.</p>

<p><i>The Municipality may allow for modifications to the service system specifications adopted under subdivision regulations where such modifications would enhance the ability to preserve the natural environment without compromising the intended objectives of the service systems.</i></p>	
<p>Policy EP-10 <i>All development agreements shall conform with all applicable regional policies adopted by the Municipality in support of the regional solid waste management program, Halifax Harbour cleanup and the water resources management study.</i></p>	<p>Provisions for solid waste in the agreement include every building meeting My-law S-600 regarding five stream commercial waste containers to accommodate source separation, as is the intention of the HRM Integrated Solid Waste Strategy.</p> <p>Regional Plan no longer contains policy specific to the Halifax Harbour cleanup, however, preliminary servicing has been reviewed and approved by Halifax Water and HRM Development Engineering.</p> <p>The subject lands are not part of a watershed of sub-watershed, therefore policies E-23 and E-24 of the Regional Plan regarding watershed studies and water quality monitoring do not apply.</p>
<p>Policy MS-1 <i>For sewage flow calculations, the population of the master plan area shall not exceed a gross density of twenty (20) persons per acre. To provide for an equitable distribution of development among property owners, three sub areas are established as illustrated in Schedule "III". Within each area, a maximum twenty persons per acre shall be permitted.</i></p>	<p>Not Satisfied – considering amendment Applicant is proposing to amend the Bedford and Halifax Municipal Planning Strategies to permit the proposed increase in density on the site.</p>
<p>Policy MS-2 <i>Populations shall be calculated based on an assumed occupancy of 3.35 persons per single unit, two-unit or townhouse dwelling and 2.25 persons per unit in each multiple unit dwelling. Commercial densities shall be calculated to a maximum of 50 persons per acre for general commercial uses and to a maximum of 30 persons per acre for community commercial, community facility and institutional uses. Final determination of the commercial densities shall be established by development agreement in accordance</i></p>	<p>Not Satisfied – considering amendment Applicant is proposing to amend the Bedford and Halifax Municipal Planning Strategies to permit reduced assumed occupancy for units.</p>

<p><i>with intended land uses. In the event that the design population proposed for a residential neighbourhood or commercial designation is less than the maximum permitted, the Municipality may allow the difference to be allocated to another residential neighbourhood or commercial designation within the applicable sub area, provided that all other policy criteria can be satisfied.</i></p>	
<p>Policy MS-4 <i>The community water distribution system shall conform with the recommendations of the Birch Cove North/ Bedford West Water Infrastructure plan unless otherwise acceptable to the Halifax Regional Water Commission and no development shall be approved by the Municipality unless notified by the Commission that the proposed distribution system conforms with all design and operating specifications established.</i></p>	<p>Servicing for the subject lands has been reviewed and accepted by Halifax Water.</p>
<p>Policy MS-6 <i>A maximum of 1,330 residential units may be permitted within the master plan area prior to the construction of the proposed interchange. The allocation to each sub area shown on Schedule III shall be as follows: Sub Area "A": 615 units Sub Area "B": 235 units Sub Area "C": 480 units</i></p>	<p>The proposed interchange has been constructed.</p>
<p>Policy MS-7 <i>No development agreement shall be approved which would permit building permits to be granted for more than 2,000 housing units within the master plan area and the abutting Royale Hemlocks Subdivision unless:</i></p>	
<p><i>(a) the interchange has been constructed and connected to Larry Uteck Boulevard or the financing for the interchange and roads has been secured, a time frame for implementation agreed upon; and</i></p>	<p>The interchange has been constructed and connected to Larry Uteck Boulevard.</p>
<p><i>(b) consideration is given to the transportation improvements recommended by the Prince's Lodge/ Bedford South Transportation Study or any other transportation study available to the Municipality. A development agreement application shall not be approved where a traffic study concludes that the level of service for any road within the secondary planning</i></p>	<p>a) The Larry Uteck Boulevard interchange has been constructed. b) HRM Development Engineering has reviewed and accepted a Traffic Impact Study completed by a qualified consultant and submitted by the applicant which concludes that the proposed level of service</p>

<p><i>strategy or connecting to the abutting road network does not conform with the performance criteria established under the Municipality's Guidelines for Preparation of Traffic Impact Studies and the applicant shall be required to provide the analysis, prepared by a qualified consultant, needed to make such a determination. Without limiting the generality of the foregoing statement, particular consideration will be given to traffic impacts on the Bedford Highway, Nine Mile Drive and Oceanview Drive.</i></p>	<p>for the road network abutting the subject lands is within the performance criteria outlined by the Municipality.</p>
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<p>Policy MS-8 <i>Variations to municipal service system standards may be considered where such variations conform with the principles set forth in the Transportation Association of Canada's "A New Vision for Urban Transportation" or any other guidelines or policies acceptable to the Municipality. Consideration shall be given to the objectives and policies established under this Municipal Planning Strategy, public safety, environmental and lifestyle factors, and capital and operating costs as well as other benefits to the Municipality, such as construction of trail systems on public lands.</i></p>	<p>Noted.</p>
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<p>Policy MS-9 <i>In accordance with the provisions and requirements of the Municipality's Infrastructure Charges Best Practice Guide and Part II of this Municipal Planning Strategy, an infrastructure charge area shall be established under the Subdivision By-law over the area governed by this Secondary Planning Strategy and no development agreement shall be entered until infrastructure charges are in effect.</i></p>	<p>Infrastructure charges were paid for this site when the original development agreement was approved in 2009. Requirements for additional infrastructure charges have not been identified to date.</p>
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Halifax Regional Municipal Planning Strategy

INTERIM BONUS ZONING

Policy	Staff Comments
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Incentive or bonus zoning is a planning tool enabled under the HRM Charter that allows the Municipality to require a development to provide public benefits in exchange for additional development rights or relaxing certain requirements. The intent of this tool is to supplement other municipal investments so that new density is accompanied by the amenities and public

benefits that can contribute to complete and inclusive communities. Mixed-use developments in the Regional Centre are already required to provide bonus zoning public benefits. To support growth and development in the suburban communities before a comprehensive plan review is completed, incentive or bonus zoning shall be required where applications are approved by Council to amend this Plan or a Secondary Municipal Planning Strategy to enable new or increased density of residential, commercial, or mixed land use in the Urban Service Area outside of the Regional Centre, including future serviced communities identified in Policy S-1. Public benefits will be required in addition to any other requirements. Public benefits shall include a mandatory contribution to affordable housing, and may include other public benefits as set out in the applicable Land Use By-law. Where the proposed development includes public benefits in the form of affordable housing provided by a not-for-profit or registered Canadian charitable organization, or a government organization, the public benefit requirements may be waived at the development permit stage.

G-16A
Council shall require incentive or bonus zoning public benefits or money-in-lieu of a contribution in those areas identified in the land use by-law when considering site specific amendments to this Plan or to a Secondary Plan after February 28, 2023 outside of the Regional Centre in the Urban Service Boundary or Future Serviced Communities to permit:

*a) new multi-unit residential, commercial, or mixed-use development; or
b) to permit additional density.*

Due to the request for additional density in this application, which requires an amendment to the Halifax and Bedford Municipal Planning Strategies, this policy will apply.

The Interim Bonus Zoning (IBZ) requirements have been attached as Schedule H and referenced in Section 3.21 of the development agreement.

G-16B
The applicable Land Use By-laws shall require incentive or bonus zoning agreements or money-in-lieu of a contribution for any developments resulting from a plan amendment process considered after February 28, 2023 and shall provide for a method of tracking such developments in the land use by-law. Affordable housing developments developed by a registered Canadian charitable organization, or notfor-profit organization, or where such organizations have a housing agreement with a government organization for the site, shall not be required to provide bonus zoning public benefits.

IBZ requirements have since been added to the Land Use By-laws as described in this policy.

G-16C
The applicable Land Use By-laws shall provide a method for determining the value of incentive or bonus zoning public benefits for any developments resulting from a plan amendment process as outlined in Policy G-16A and may prescribe different rates of public benefits for

IBZ requirements have since been added to the Land Use By-laws as described in this policy.

<p><i>multi-unit sites developed through a zone and for larger sites developed by a development agreement.</i></p>	
<p>G-16D <i>The applicable Land Use By-laws shall identify: the sites or areas subject to incentive or bonus zoning requirements, consistent with Policy G-16A, including a method of tracking any future plan amendments; b) the matters that the Development Officer may consider before approving an incentive or bonus zoning agreement; c) the method to be used to determine the contribution for incentive or bonus zoning; d) the density bonus rates and districts based on average market land values in specified areas multiplied by a coefficient of 0.6 for multi-unit sites; e) a method to determine the value of public benefits for sites larger than 10 hectares and developed by development agreement; f) the method used to annually update local area incentive or bonus zoning rates; g) the method to determine, evaluate and accept the value of the public benefits; and h) the means of administering an incentive or bonus zoning agreement.</i></p>	<p>Generally, a site subject to IBZ requirements must be added to a schedule that acts as a tracking sheet in the Land Use By-law via a Land Use By-law amendment process. In this case, there is a timing issue with the Regional Plan Review being considered at Regional Council at the same time as this application and proposing to repeal the IBZ tracking schedules from the Land Use By-laws.</p> <p>To prevent delaying this application until the new Regional Plan is adopted, staff has embedded the IBZ requirements into the development agreement for lands. This will ensure that the Development Officer has the ability to enforce the IBZ requirements at the time of permitting.</p> <p>Although this approach does not meet the exact direction of this policy, it meets the intent, which is to track sites that are subject to the IBZ requirements.</p>
<p>G-16E <i>Subject to Policy G-16A where a development is enabled by a development agreement, the development agreement may provide for a method of when the public benefit value is paid.</i></p>	<p>Section 3.21 and Schedule H of the development agreement outline requirements for Interim Bonus Zoning.</p>
<p>G-16F <i>The applicable Land Use By-laws shall set out the public benefits that are eligible for incentive or bonus zoning, including when money-in-lieu of a contribution shall be accepted. The majority of the calculated value of the public benefit shall be dedicated toward affordable housing, except for registered heritage properties and properties located within a Heritage Conservation District. In addition to affordable housing, the public benefit may be in the form of:</i></p> <p><i>a) conservation of a registered heritage property or a property located within a Heritage Conservation District;</i> <i>b) improvements to and acquisition of lands for municipal parks;</i></p>	<p>IBZ requirements have since been added to the Land Use By-laws as described in this policy.</p>

<p>c) affordable community or cultural indoor space; d) public art; or e) other public benefits identified in the land use by-law. For registered heritage properties and properties located within a Heritage Conservation District, the majority of the public benefit shall be dedicated to the conservation of heritage buildings and part of the remainder of the public benefit shall be dedicated toward affordable housing.</p>	
<p>G-16G <i>The Municipality shall establish policies to administer public benefits provided as money-in-lieu of a contribution to ensure that the funds are used for the purposes for which they were collected. This may include grants and programs in the urban, suburban, and rural areas of the Municipality.</i></p>	<p>These policies are referenced in the development agreement.</p>