

**Halifax and West Community Council
March 18, 2013**

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: Original Signed
Brad Anguish, Director of Community and Recreation Services

DATE: February 25, 2013

SUBJECT: Case 17002 – Development Agreement: Stage 1: Rockingham South,
Halifax

SUPPLEMENTARY REPORT

ORIGIN

- Application by W. M. Fares Ltd.
- February 4, 2013 approval by Halifax and West Community Council of the rezoning of 69 Tremont Drive, Halifax and the adjacent property at the end of Tremont Drive (PID 00292722) to the Schedule K Zone in the Halifax Mainland Land Use By-law (amendment to Map ZM-1).

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve the proposed Stage I development agreement as contained in Attachment A to this report; and
2. Require that the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

On January 7, 2013, Halifax and West Community Council passed the following motion:

“MOVED by Councillor Walker, seconded by Councillor Adams that West Community Council:

- 1. Give First Reading to consider approval of a proposed amendment to the Halifax Mainland Land Use By-law, as contained in Attachment A, to rezone 69 Tremont Drive and the adjacent property located at the end of Tremont Drive (PID 00292722) from the R-1 and I-2 Zones to the Schedule K Zone, and schedule a public hearing; and*
- 2. Move Notice of Motion to consider the proposed Stage 1 Development Agreement as contained in Attachment B to allow for a mixed-use development and schedule a public hearing. The public hearing for the Stage 1 development agreement shall be held concurrently with that aforementioned.”*

On February 4, 2013, Halifax and West Community Council held a public hearing to consider the proposed amendments to the Halifax Mainland Land Use By-law (LUB), as well as a proposed development agreement, to permit a mixed-use development at 69 Tremont Drive, Halifax, and the adjacent parcel (PID 00292722). Subsequent to the public hearing, Community Council gave its approval for the amendments to the Halifax Mainland LUB (amendment to Map ZM-1) to rezone 69 Tremont Drive and the adjacent parcel (PID 00292722), to Schedule K. Following the expiration of the 14 day appeal period, the LUB amendment became effective.

DISCUSSION

As noted in the December 18, 2012 staff report, Community Council could not make a decision on the proposed development agreement until the LUB amendment became effective. The LUB amendment became effective on February 26, 2013, and Community Council is now in a position to consider the development agreement.

The original agreement, as contained in the December 18, 2012 staff report, has been revised to amend clause 3.8.4 which outlines how population density is to be calculated. The proposed Stage I Development Agreement that was included as Attachment B in the Staff Report states that density is to be calculated by assigning 3.35 persons per single unit dwelling and 2.25 persons for other types of residential units. This is inconsistent with the calculation used in other development agreements in the Mainland North area. To provide consistency regarding the density calculations, the text of the proposed development agreement has been changed.

The revised proposed development agreement assigns 3.35 persons for single unit dwellings, two unit dwellings and townhouse dwellings. The density for multiple unit dwellings will be broken up by unit type; bachelor units will be considered as 1 person per unit (ppu), 1 bedroom units will be considered 2 ppu, and 2+ bedroom units would be considered 2.25 ppu. Although both methods of calculation will provide a similar overall density and unit count, the revised ppu allotment will provide for consistency in this item amongst the development agreements in the area. It should be noted that the proposed amendment to the development agreement does not

affect the overall limit of 2,245 persons which will continue to be included in the Stage I Development Agreement.

This revision to the agreement was identified to Council and the public in attendance at the public hearing. It was also discussed with the applicant and they are in agreement with the proposed wording.

With the LUB amendment now in effect, it is now appropriate for Community Council to consider the revised development agreement, as contained in Attachment A of this report.

Daylighting of Watercourses

During the public hearing, staff was asked to comment on the possibility of daylighting watercourses in this development. Staff provided information to Community Council but additional information was requested on the topic of “daylighting”.

The daylighting of a watercourse is a process by which a stream or river which has been enclosed with a pipe or culvert structure is rehabilitated to a more natural state. On September 12, 2006, Regional Council adopted policy regarding the day lighting of watercourses (see Attachment B). The policy encourages Nova Scotia Environment not to permit the piping of watercourses and encourages watercourse daylighting as part of an effort to preserve or restore natural watercourses as a component of a stormwater management strategy. Daylighting can be considered where infrastructure must undergo a significant repair or replacement. Staff must assess the feasibility of daylighting in relation to the surrounding environment and potential legal and liability concerns.

As there is already policy and protocol to consider the daylighting of watercourses, there is no need to duplicate this in the development agreement. Staff are not aware of any watercourses within the site that may be candidates for daylighting; however, this can be addressed during the more detailed Stage II agreement process.

FINANCIAL IMPLICATIONS

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy.

The level of community engagement was consultation, achieved through a Public Information Meeting held on March 21, 2012 and a public hearing on February 4, 2013.

Notices of the public information meeting and public hearing were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 3 of the December 18, 2012 staff report.

ENVIRONMENTAL IMPLICATIONS

No additional concerns have been identified beyond those raised in the December 18, 2012 staff report.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement as set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and the need to hold a second public hearing.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended, for the reasons stated in the July 18, 2012 staff report.

ATTACHMENTS

Attachment A	Proposed Development Agreement - Revised
Attachment B	HRM Policy on River Daylighting

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Jillian MacLellan, Planner 1, Planning Services, 490-4423

Original Signed

Report Approved by:  Kelly Dent, Manager of Development Approvals, 490-4800

**Attachment A:
Proposed Stage I Development Agreement - Revised**

THIS STAGE I DEVELOPMENT AGREEMENT made this ____ day of _____, 20__,

BETWEEN:

[Insert Name of Corporation/Business LTD
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 69 Tremont Drive, Halifax and PID [**Insert - PID**]and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for the planning and design of a mixed use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, Implementation Policy 3.3 of the Halifax Municipal Planning Strategy, and Section 68 of the Halifax Mainland Land Use By-law;

AND WHEREAS Halifax and West Community Council for the Municipality approved this request at a meeting held on [**Insert - Date**], referenced as Municipal Case Number 17002;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-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

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall not develop or use the Lands for any purpose other than a mixed use development including residential, commercial, community facility, and open space and conservation uses, which in the opinion of the Development Officer is in conformance with the following Schedules attached to this Agreement:

Schedule A	Legal Description of the Lands
Schedule B	Stage I Subdivision Plan
Schedule C	Concept Plan (Proposed Land Use)

- 3.1.2 The Parties agree that Schedule C of this Agreement contains the proposed concept plan for the development of the Lands, and further agree that the aforementioned concept plan shall form the basis for negotiation and approval of any Stage II Development Agreement.
- 3.1.3 Development permits shall only be granted for the Lands after approval of Stage II Development Agreements for the associated phase by Halifax and West Community Council and registration of the Stage II Development Agreements.

3.2 General Description of Land Use

- 3.2.1 The uses of the Lands permitted by this Agreement are:

- (a) Single unit dwellings;
- (b) Two unit dwellings;
- (c) Townhouse dwellings;
- (d) Multiple unit dwellings;
- (e) Local business uses as permitted under the C-1 (Local Business) Zone of the Land Use By-law for Halifax Mainland;
- (f) Minor commercial uses as permitted under the C-2A (Minor Commercial) Zone of the Land Use By-law for Halifax Mainland;
- (g) Community facility uses;
- (h) Open space uses; and
- (i) Accessory uses to the foregoing.

- 3.2.2 The development shall be comprised of a mix of residential dwelling types as shown on Schedule C of this Agreement. No more than 828 multiple unit residential dwelling units shall be permitted within the development.

3.3 Requirements Prior to Approval

3.3.1 Development on the Lands shall be subject to a Stage II Development Agreement.

3.3.2 Prior to the consideration of any Stage II Development Agreement the Developer shall:

- (a) Provide to the Development Officer, a copy of a wetland alteration permit(s) from Nova Scotia Environment regarding the construction of Road A as shown on Schedule C;
- (b) Obtain subdivision approval from the Municipality to subdivide the Lands pursuant to Sections 3.6.1 and 3.6.2 and Schedule B of this Agreement and the Regional Subdivision By-law as amended from time to time; and
- (c) Submit a Concept Plan for the whole development meeting the requirements of the Regional Subdivision By-law, as amended from time to time.

3.3.3 Site preparation, including grubbing, for each phase or portion thereof shall not occur until a Stage II Development Agreement has been approved and registered for that phase.

3.3.4 Notwithstanding Section 3.3.3 of this Agreement, site work, including clearing or grubbing that is associated with development of municipal streets, may occur within Phases 2, 3 and 4 prior to the approval and registration of the Stage II Development Agreements for those phases, as long as the Stage II Development Agreement for Phase 1 has been approved and registered.

3.4 Phasing

3.4.1 The development shall be developed in 4 phases as shown on Schedule C of this Agreement. Townhouse blocks may be substituted with two unit dwellings as long as the substitution does not increase the total number of driveways, pursuant to clauses 3.7.9 (f) to 3.7.9 (h).

3.4.2 The first phase of the development shall include a Stage II Development Agreement for the Lands within Phase 1, as shown on Schedule C, which shall address:

- (a) Final Subdivision Design of Block 1 on Schedule B;
- (b) Final Design and Construction of all public streets for the development;
- (c) Detailed provisions for land use, pursuant to the allocated residential density in Section 3.8 of this Agreement;
- (d) Detailed design of multiple unit buildings on parcels MU-3 and MU-4;
- (e) All primary and secondary services associated with the Development of Phase 1, including any upgrades to the transportation and wastewater systems as determined by the Municipality;
- (f) The conveyance of parkland adjacent to the existing Tremont Plateau Park to the Municipality in accordance with Section 3.11 of this Agreement;
- (g) The conveyance or the subdivision of wetland W-2, subject to Section 3.12 of this Agreement;
- (h) The development of all the Gateway Signs associated with the development;

- (i) The completion of Wentworth Street, including any required servicing extension or upgrade to provide connection from Dunbrack Street to the northern portion of the development;
- (j) The location of lots and units to be used for local business uses pursuant to Sections 3.9.1 and 3.9.2 of this Agreement;
- (k) The location of lots and units to be used for community facility uses pursuant 3.10 of this Agreement; and
- (l) The construction of a walkway and service corridor connecting Tremont Drive to the Development.

3.4.3 The second phase of the development shall include a Stage II Development Agreement for the Lands within Phase 2, as shown on Schedule C, which shall address:

- (a) The Final Subdivision of Block 2 on Schedule B;
- (b) Detailed provisions for land use, pursuant to the allocated residential density in Section 3.8 of this Agreement;
- (c) Detailed design of the multiple unit building on parcels MU-5 and MU-6;
- (d) The location of units to be used for local business uses pursuant to Sections 3.9.1 and 3.9.2 of this Agreement;
- (e) The location of lots and units to be used for community facility uses pursuant 3.10 of this Agreement; and
- (f) All primary and secondary services associated with the Development of Phase 2, including any upgrades to the transportation and wastewater systems as determined by the Municipality.

3.4.4 The third phase of the development shall include a Stage II Development Agreement for the Lands within Phase 3, as shown on Schedule C, which shall address:

- (a) The Final Subdivision of Blocks 4 and 5 as shown on Schedule B;
- (b) Detailed design of the commercial buildings on parcels COM-1 and COM-2, including the types of minor commercial uses to be permitted in each building;
- (c) Detailed provisions for land use, pursuant to the allocated residential density in Section 3.8 of this Agreement;
- (d) Detailed design of the multiple unit building on parcel MU-7;
- (e) The location of units to be used for local business uses pursuant to Sections 3.9.1 and 3.9.2 of this Agreement;
- (f) The location of lots and units to be used for community facility uses pursuant 3.10 of this Agreement;
- (g) The conveyance or the subdivision of wetland W-1 subject to Section 3.12 of this Agreement; and
- (h) All primary and secondary services associated with the Development of Phase 3 including any upgrades to the transportation and wastewater systems as determined by the Municipality.

- 3.4.5 The fourth phase of the development shall include a Stage II Development Agreement for the Lands within Phase 4, as shown on Schedule C, which shall address:
- (a) The Final Subdivision of Block 3 as shown on Schedule B;
 - (b) Detailed provisions for land use, pursuant to the allocated residential density in Section 3.8 of this Agreement;
 - (c) Detailed design of the multiple unit building on parcels MU-1, MU-2, MU-8 and MU-9;
 - (d) The location of units to be used for local business uses pursuant to Sections 3.9.1 and 3.9.2 of this Agreement;
 - (e) The location of lots and units to be used for community facility uses pursuant 3.10 of this Agreement; and
 - (f) All primary and secondary services associated with the Development of Phase 4, including any upgrades to the transportation and wastewater systems as determined by the Municipality;
 - (g) The conveyance or the subdivision of wetland W-1 subject to Section 3.12 of this Agreement; and
 - (h) All applicable recommendations of the Mainland Halifax North – Bedford Corridor Transportation and Wastewater Servicing Strategy (Corridor Servicing Study).
- 3.4.6 Further to Sections 3.4.4 and 3.4.5 of this Agreement, no Stage II Development Agreement shall be considered by the Municipality for Phase 4 until 75% of the occupancy permits for the total number of residential units within Phase 1, Phase 2, and Phase 3, in association with the applicable Stage II Agreement, have been issued.
- 3.4.7 Prior to construction of any phase or portion thereof, a Municipal Service Agreement must be signed in accordance with the Regional Subdivision By-Law and the applicable Stage I and Stage II Development Agreements and any subsequent amendments.

3.5 Stage II Development Agreements

- 3.5.1 In addition to the information required by Section 68 of the Halifax Mainland Land Use By-law, the following information shall be submitted with any application for a Stage II Development Agreement:
- (a) Density tracking calculation table; and
 - (b) Proposed Subdivision Plans which comply with requirements of Section 87 of the Regional Subdivision By-law and also show the following information:
 - (i) Municipal services including but not limited to schematic plans for sanitary sewer, storm sewer and water supply;
 - (ii) Required easements (including location, size and purpose);
 - (iii) Utilities (including but not limited to power, gas, propane, lighting); and
 - (iv) Street designs.
- 3.5.2 Further to Section 3.5.1 of this Agreement, the following information shall be submitted with any application for a Stage II Development Agreement for those portions of the development that include multiple unit buildings and townhouse developments:

- (a) Vehicular access and egress points, parking area layout, number of parking spaces and driveway locations;
- (b) Site plans showing building footprints, lot coverage, setbacks, and land use buffers with their dimensions and specifications, including decks, stairs and accessory structures;
- (c) Proposed building plans and elevations, showing exterior appearance of the building including signage, architectural detailing and all construction materials;
- (d) Provision and identification of useable amenity areas, as well as features, facilities and site furnishings;
- (e) Landscaping plans including, construction details, planting details and specifications, as well as plant lists including common and botanical names and quantities;
- (f) Location and treatment of loading or service areas, mechanical units, fuel storage tanks, air conditioning units, refuse and recyclable storage facilities and utility supply facilities;
- (g) Location of bicycle access routes and bicycle parking;
- (h) Site disturbance plan and preliminary grading plan; and
- (i) Environmental protection information, including preliminary site drainage plan, preliminary erosion and sediment control plans and preliminary stormwater management plans.

3.5.3 As part of the review process for Stage II development agreements, any proposal that may impact a watercourse or wetland will be sent to the Watershed Advisory Board for the planning district and Nova Scotia Environment for their review and recommendations.

3.5.4 Further to subsection 3.5.2 (e) all landscaping plans shall include a tree planting program that reflects the objectives of the HRM Urban Forest Master Plan and shall be submitted to the Urban Forester of the Municipality for review and recommendation.

3.6 Subdivision of the Lands

3.6.1 The Development Officer shall grant subdivision approval for five (5) Blocks as shown on Schedule B and provided that all applicable sections of the Regional Subdivision By-law have been met.

3.6.2 Notwithstanding Section 3.6.1, frontage along a public street shall not be required for the subdivision approval of the five (5) Blocks as shown on Schedule B.

3.6.3 Further subdivision approval for each Block shall be subject to the terms of this Agreement, the approval of a Stage II Development Agreement for the associated phase and the requirements of the Regional Subdivision By-law.

3.6.4 Parkland dedication for new lots will only be sought during the subdivision to be considered in the Stage II Development Agreement referenced in Section 3.6.3 of this Agreement.

3.7 Land Use Controls

- 3.7.1 The Development of Single Unit Dwellings, Two Unit Dwellings and Townhouse Dwellings as determined through a Stage II Development Agreement shall conform with the provisions of the R-1 Zone, R-2 Zone and R-2T Zone of the Land Use By-law for Halifax Mainland for single unit dwellings, two unit dwellings and townhouse dwellings respectively.
- 3.7.2 Notwithstanding Section 3.7.1 of this Agreement, lot frontage for single unit dwellings may be reduced to 12.19 meters (40 feet).
- 3.7.3 Further to Section 3.7.2 of this Agreement, the lot frontage requirements for a maximum of two (2) lots with frontage along Tremont Drive, may be further reduced to 6.1 metres (20.01 feet).
- 3.7.4 Notwithstanding Section 3.7.1 of this Agreement, projections, such as, but not limited to stairs, balconies, and bay windows shall be permitted into the required front yard setback no more than 1.52 metres (5 feet).
- 3.7.5 Notwithstanding Section 3.7.1 of this Agreement the maximum height for single unit dwellings, two unit dwellings and townhouse dwellings shall be measured from the average grade surrounding the building to the building eaves.
- 3.7.6 Notwithstanding Section 3.7.1 of this Agreement the side yard setback for single unit dwellings, two unit dwellings and townhouse dwellings may be reduced to four feet on one side of each dwelling provided that a minimum distance of 3.66 metres (12 feet) is maintained between main buildings.
- 3.7.7 Further to Section 14QA of the Land Use By-law for Halifax Mainland, which requires a 20 metre (65.62 feet) setback from any watercourse, no building or structure shall be located within 10 metres (32.81 feet) of a wetland, as determined by Nova Scotia Environment.
- 3.7.8 No more than two (2) driveways shall be permitted along the portion of Wentworth Street to be constructed as part of this Agreement as shown on Schedule C of this Agreement. Both driveways shall be constructed to provide commercial access.
- 3.7.9 Further to Section 3.7.1 of this Agreement, the development of townhouse dwellings as determined through a Stage II Development Agreement shall generally conform with the following:
- (a) Blocks of townhouses shall be designed to ensure variation along the street. The same front facade and elevation, roofline, materials or colours should not be repeated within adjacent blocks of townhouses;
 - (b) Each block of townhouses shall create the impression of distinct individual units through the use of building wall offsets, varied rooflines, and the use of different colours, materials or windows;

- (c) Blank end walls shall be avoided by means such as, but not limited to, the locating of windows, or architectural detailing;
- (d) Where a publicly-viewed facade includes a peaked roof, detail shall be provided between the top of the windows and the peak of the roof. Such detail could include, but is not limited to shingles, louvers, a window or exposed rafters;
- (e) Private exterior space, such as porches, balconies, patios or roof terraces, shall be provided for each individual unit;
- (f) Driveways shall be paired where possible. Landscaping shall be provided to break up individual driveways where pairing cannot be achieved;
- (g) Townhouses located on Road B will be limited to one driveway per townhouse block. Driveways shall be shared between two or more Blocks where possible;
- (h) Notwithstanding subsection (g), townhouses located on the southern side of the northern portion of Road B, as shown on the site plan, may have one driveway per townhouse unit, however driveways must be paired; and
- (i) The front yard setback may be reduced to 3.05 metres (10 feet), where parking areas are located in the rear yard.

3.7.10 The Development of Multiple Unit Dwellings as determined through a Stage II Development Agreement shall conform to the following:

Height, Facades and Articulation

- (a) The maximum height of the building shall not exceed seven (7) storeys above average grade, not including mechanical equipment, penthouses or enclosed amenity space. The total height of the building shall not exceed 29 meters (95.14 feet).
- (b) For buildings along Wentworth Street and Knightsridge Drive, the main facade and entrance shall be oriented to the street or to the driveway, if the driveway functions as a street.
- (c) For buildings along Wentworth Street and Knightsridge Drive townhouse style units shall be incorporated into the base of the building, so that each unit at the ground level will have its own individual pedestrian access directly from the street.
- (d) Street facing facades shall have the highest design quality; however, all publicly viewed facades shall have a consistent and high quality design expression.
- (e) Buildings over four (4) storeys shall be designed to have a lower, a middle and an upper portion through the use of setbacks, extrusions, textures, materials, detailing and other means;
- (f) Building shall avoid long, uninterrupted blank walls. Building walls over 20 meters (65.62 feet) in width shall be articulated with projections, recesses, changes in material and colour or a combination thereof.

Entrances, Doors and Windows

- (g) All main entrances to the building shall be emphasized by detailing, changes in materials, and other architectural devices. Such details may include a change in height, roofline or massing, projection of the entrance, or the use of architectural devices such as lintels, columns, porticos, overhangs, corner boards, or fascia boards.
- (h) All main entrances to the building shall be covered with a canopy, awning, recess or

- similar device to provide pedestrian weather protection.
- (i) Service and delivery entrances shall be integrated into the design of the building and shall not be a predominate feature.
- (j) Windows and doors shall complement the architectural design of the building.

Roofs

- (k) All rooftop mechanical equipment shall be screened from view by integrating it into the architectural design of the building.
- (l) Flat roofs or roofs with less than 5-in-12 pitch shall be given special consideration with regard to the integration of the roof with the building architecture.
- (m) Where exposed roof surface areas are large, design elements shall be incorporated to break down perceived proportion, scale and massing of the roof to create human-scaled surfaces. Such design elements could include dormers, gables, cross gables, varying planes or other elements.

3.7.11 The Development of the Commercial Buildings located along Dunbrack Street as determined through a Stage II Development Agreement shall conform to the following:

Height, Facades and Articulation

- (a) The maximum height of the building shall not exceed four (4) storeys above average grade.
- (b) The main facade shall be oriented to the principle street.
- (c) Street facing facades shall have the highest design quality; however, all facades shall have a consistent and high quality design expression.
- (d) Building shall avoid long, uninterrupted blank walls. Building walls over 20 meters (65.62 feet) in width shall be articulated with projections, recesses, changes in material and colour or a combination thereof.
- (e) 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 should be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- (f) Unpainted or unstained wood (including pressure treated wood) shall not be used as a building material for permanent decks, balconies, railings and other similar architectural embellishments.

Entrances, Doors and Windows

- (g) All main entrances to the building shall be emphasized by detailing, changes in materials, and other architectural devices. Such details may include a change in height, roofline or massing, projection of the entrance, or the use of architectural devices such as lintels, columns, porticos, overhangs, cornerboards, or fascia boards.
- (h) All main entrances to the building shall be covered with a canopy, awning, recess or similar device to provide pedestrian weather protection.
- (i) Service or delivery entrances shall be integrated into the design of the building and shall not be a predominate feature.
- (j) Windows and doors shall complement the architectural design of the building.

Roofs

- (k) All rooftop mechanical equipment shall be screened from view by integrating it into the architectural design of the building.
- (l) Flat roofs or roofs with less than 5-in-12 pitch shall be given special consideration with regard to the integration of the roof with the building architecture.
- (m) Where exposed roof surface areas are large, design elements shall be incorporated to break down perceived proportion, scale and massing of the roof to create human-scaled surfaces. Such design elements could include dormers, gables, cross gables, varying planes or other elements.

3.7.12 Building materials throughout the development should be chosen for their functional and aesthetic quality, and exterior finishes should exhibit quality of workmanship, sustainability and ease of maintenance. When considering a Stage II Development Agreement, Council shall have regard for the following:

- (a) Permitted building cladding shall include, but shall not be limited to, natural stone, brick, manufactured stone (masonry application), split-faced concrete block masonry, cement based stucco system, prefinished metal, aluminum shingles, wood shingles, wood siding, glass and the limited use of cement-board siding. Vinyl siding shall only be permitted for single unit dwellings and two unit dwellings;
- (b) The scale of the material should be consistent with the scale of the building;
- (c) A minimum of two major exterior cladding materials, excluding fenestration, are required for any publicly-viewed facade. The proportions of each material shall be sensitively designed. The use of two discernible colours or two discernible textures of the same material are acceptable as meeting this requirement;
- (d) Materials used for the main facade shall be carried around the building where other facades are publicly viewed; and
- (e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed, veneered, or mitigated with suitable landscaping.

3.7.13 Accessory buildings for multiple unit buildings, commercial buildings or community facilities shall be designed similar to the principal buildings on the same site.

3.7.14 Where surface parking is provided for more than four (4) vehicles;

- (a) Parking lots shall, where possible, be located out of the public view from Dunbrack Street, Wentworth Street and Knightsridge Drive;
- (b) Parking shall be broken up into moderately sized lots, with a maximum of forty (40) parking spaces per lot.
- (c) Parking lots shall be designed to include internal landscaping or hardscaping on islands at the ends of each parking aisle, clearly marked pedestrian access and paths, pedestrian-oriented lighting, and be concealed with low maintenance landscaped buffers or other mitigating design measures.
- (d) Parking shall be designed according to the principles of CPTED (Community Protection Through Environmental Design); and

(e) Parking spaces shall be at least 2.74 metres (9 feet) x 6.01 metres (20 feet) in size.

3.7.15 Where service, storage, utility or loading areas are required for multiple unit dwellings, commercial or institutional uses, they shall be screened from the public view and nearby residential uses. If these areas must be in the public view, they shall include high quality materials and features that can include continuous paving treatments, landscaping and well-designed doors and entries.

3.7.16 Community signs containing the community name shall be located as shown on Schedule C and shall be designed at a scale that is complementary to the surrounding uses as determined through the Stage II Development Agreement for the applicable phase and in conformance with the following:

- (a) No community sign shall be taller than 3.05 meters (10 feet) in height, nor 3.72 square meters (40 square feet) in sign area;
- (b) Community signs shall be constructed of materials such as wood, stone or metal; and
- (c) Illumination of the signs shall not be back lit.

3.8 Density

3.8.1 Residential density on the Lands shall not exceed 2,245 persons as calculated by Section 3.8.4 of this Agreement.

3.8.2 Further to Section 3.8.1 of this Agreement, the residential density for each phase shall not exceed the following:

- (a) Phase 1: 732 persons
- (b) Phase 2: 369 persons
- (c) Phase 3: 139 persons
- (d) Phase 4: 1005 persons

3.8.3 Further to Section 3.8.2, residential density may be transferred between phases up to 50 persons, provided that the overall total residential density does not exceed 2,245 persons.

3.8.4 Density is to be calculated by the theoretical population generated on the basis of:

- (a) Single unit dwelling: 3.35 persons;
- (b) Two unit dwelling: 3.35 persons;
- (c) Townhouse dwelling unit: 3.35 persons; and
- (d) Multiple unit dwelling:
 - (i) bachelor: 1 person
 - (ii) 1 bedroom: 2 persons
 - (iii) 2+ bedrooms: 2.25 persons

3.8.5 Where the total persons calculated is not a whole number, the total shall be the next largest whole number.

- 3.8.6 Density tracking calculations shall be provided by the Developer to the Municipality with each application for a Stage II Development Agreement and to the Development Officer with each application for a permit.

3.9 Commercial Uses

- 3.9.1 Local business uses permitted under the C-1 (Local Business) Zone of the Land Use By-law for Halifax Mainland shall be permitted in the ground level units of the proposed multiple unit dwellings throughout the development and within townhouse units located along Wentworth Street.
- 3.9.2 The total gross floor area of local business uses shall not exceed 4,282 square metres (46,091.06 square feet) throughout the development.
- 3.9.3 Minor commercial uses permitted under the C-2A (Minor Commercial) Zone of the Land Use By-law for Halifax Mainland shall only be permitted in the commercially designated area along Dunbrack Street as shown on Schedule C.
- 3.9.4 In addition to Section 3.9.2 of this Agreement, the total gross floor area of the minor commercial uses permitted in Section 3.9.3 of this Agreement shall not exceed 2,350 square metres (29,295.19 square feet).

3.10 Community Facility Uses

- 3.10.1 Community facility uses shall be permitted in the ground level units of the proposed multiple unit dwellings throughout the development and within townhouse units located along Wentworth Street.
- 3.10.2 The total gross floor area of community facility uses shall not exceed 1,858.06 square metres (20,000 square feet) throughout the development.

3.11 Park Dedication

- 3.11.1 The Developer shall provide park dedication in the form of land and equivalent value pursuant to the requirements of the Regional Subdivision By-law.
- 3.11.2 As part of the park dedication to be required in Phase 1, the Developer shall convey 2.34 acres of land adjacent to Tremont Plateau Park as shown on Schedule C, to serve as the main entrance for Tremont Plateau Park. Detailed design of the parkland shall be determined through the Stage II Development Agreement for Phase 1 and shall be subject to the following:
- (a) The proposed parkland shall meet the definition of “usable land” as found in the HRM Regional Subdivision By-Law;
 - (b) The area of land fronting Road B shall be capable of accommodating two (2) commercial driveway accesses;

- (c) Road B, which provides access to the parkland, shall be developed to include on-street parking for at least one side of the street and sidewalks on both sides of the street;
- (d) The land shall be free of encumbrances pursuant to the requirements of the HRM Regional Subdivision By-law;
- (e) The proposed parkland shall be designed according to the principles of CPTED (Community Protection Through Environmental Design);
- (f) At least 116 metres (350.58 feet) of frontage shall be provided along Road B; and
- (g) A parking lot to serve Tremont Plateau Park shall be incorporated into the design of the parkland.

3.12 Wetlands

Prior to the approval of the Stage II Development Agreement for Phase 1 and Phase 3, the wetland parcel associated with each phase must either be:

- (a) Incorporated into the design of individual lot(s); or,
- (b) Donated to a conservation agency, which will be responsible for the maintenance and upkeep of the parcel.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy HRM Municipal Design Guidelines, unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

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 Streets

- 4.3.1 The street network shall be developed as generally shown on Schedule C. All street construction shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network as identified in Schedule C, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.4 Municipal Services

- 4.4.1 The water distribution system shall conform to all design and construction requirements of Halifax Water.
- 4.4.2 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 sanitary sewer system, water supply system, stormwater sewer and drainage systems, 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, except as provided herein.
- 4.4.3 All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.

4.5 Solid Waste Facilities

- 4.5.1 All solid waste facilities shall be in accordance with By-law S-600 (Solid Waste Resource Collection and Disposal By-Law) as amended from time to time.
- 4.5.2 All Stage II Development Agreement applications for Multiple Unit dwellings shall be sent to HRM Solid Waste Resources for review.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

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

appropriate stormwater management system. The Subdivision Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction. The Subdivision Grading Plan shall be provided to the Halifax Watershed Advisory Board for information purposes.

5.2 Stormwater Management System

The Developer agrees to construct at his own expense the Stormwater Management System pursuant to Subsection 5.1.1(c) of this Agreement. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.3 Failure to Conform to Plans

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

PART 6: AMENDMENTS

6.1 Substantive Amendments

- 6.1.1 Amendments to any matters not identified under Section 6.2 of this Agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

6.2 Non-Substantive Amendments

- 6.2.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
- (a) Approvals of any Stage II Development Agreement associated with this development;
 - (b) Amendments to any Stage II Development Agreement associated with this development;
 - (c) Conveyance of additional Parkland to the Municipality to that required in Section 3.11 of this Agreement, through consultation with the municipal Parkland Planner;
 - (d) An increase in the gross floor area of no more than 20 % on the amount of Local Business Uses or Minor Commercial Uses as identified in Section 3.9 of this Agreement;
 - (e) An increase in the gross floor area of no more than 20 % on the amount of Community Facility Uses as identified in Section 3.10 of this Agreement;
 - (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and

- (g) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

7.3 Commencement of Development

- 7.3.1 In the event that the Developer has not entered into a Stage II Development Agreement or construction 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 Agreement shall have no further force or effect.
- 7.3.2 For the purposes of this section, commencement of construction shall mean the pouring of the footings for the foundation of a building or the takeover of a street, whichever happens first.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 If the Developer fails to complete the development after fifteen (15) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
 - (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

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

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Land Use By-law for Halifax Mainland, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four (24) hours of receiving such a request.

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer fourteen (14) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

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

IN WITNESS WHEREOF 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 **(Owner)**
the presence of:

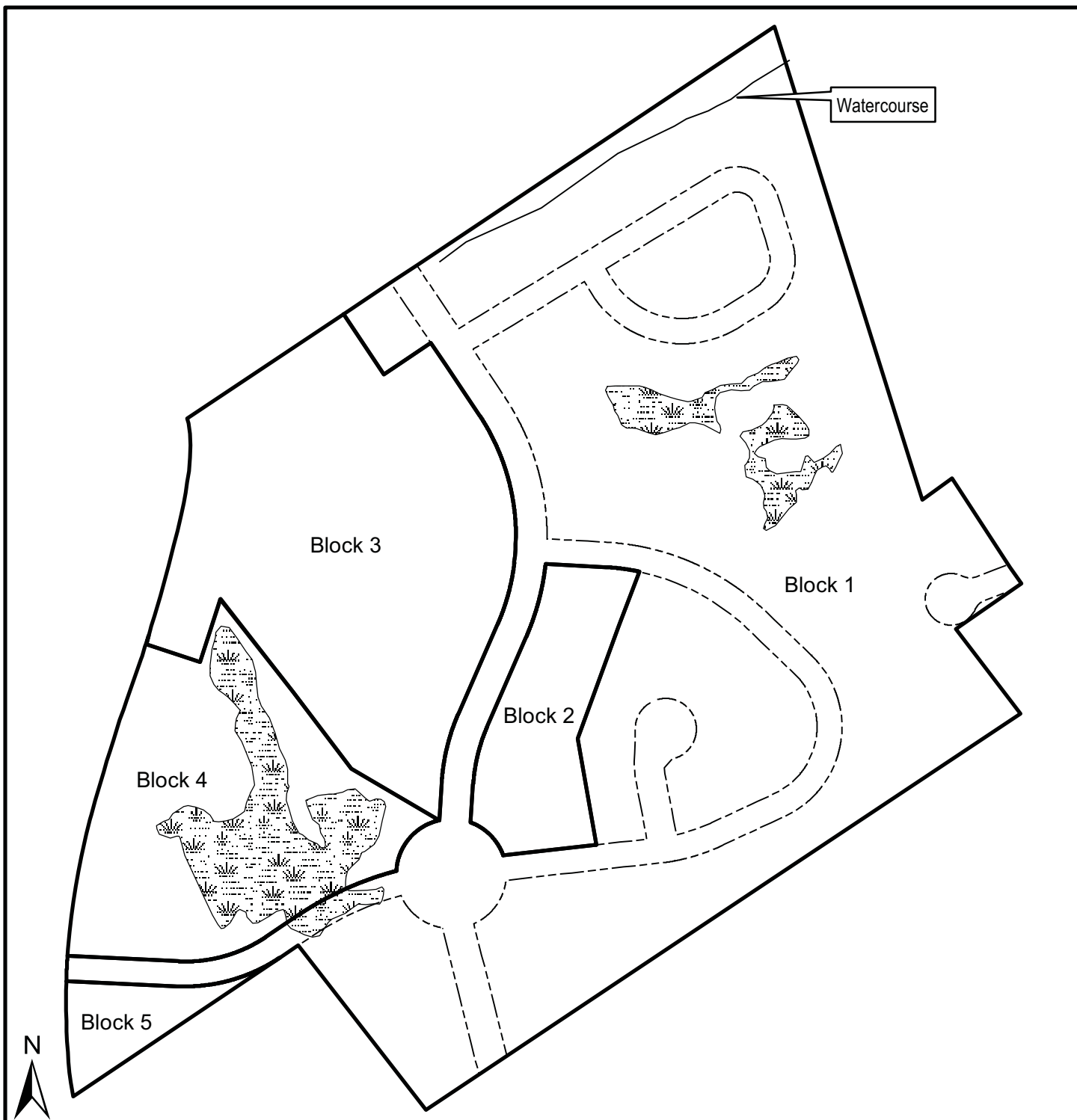
Per: _____

Witness Per: _____

SIGNED, DELIVERED AND ATTACHED HALIFAX REGIONAL MUNICIPALITY
to by the proper signing officers if Halifax
Regional Municipality, duly authorized in that
behalf, in the presence of

Witness Per: _____

Witness Per: _____



Schedule B - Stage 1 Subdivision Plan

Rockingham South
Halifax



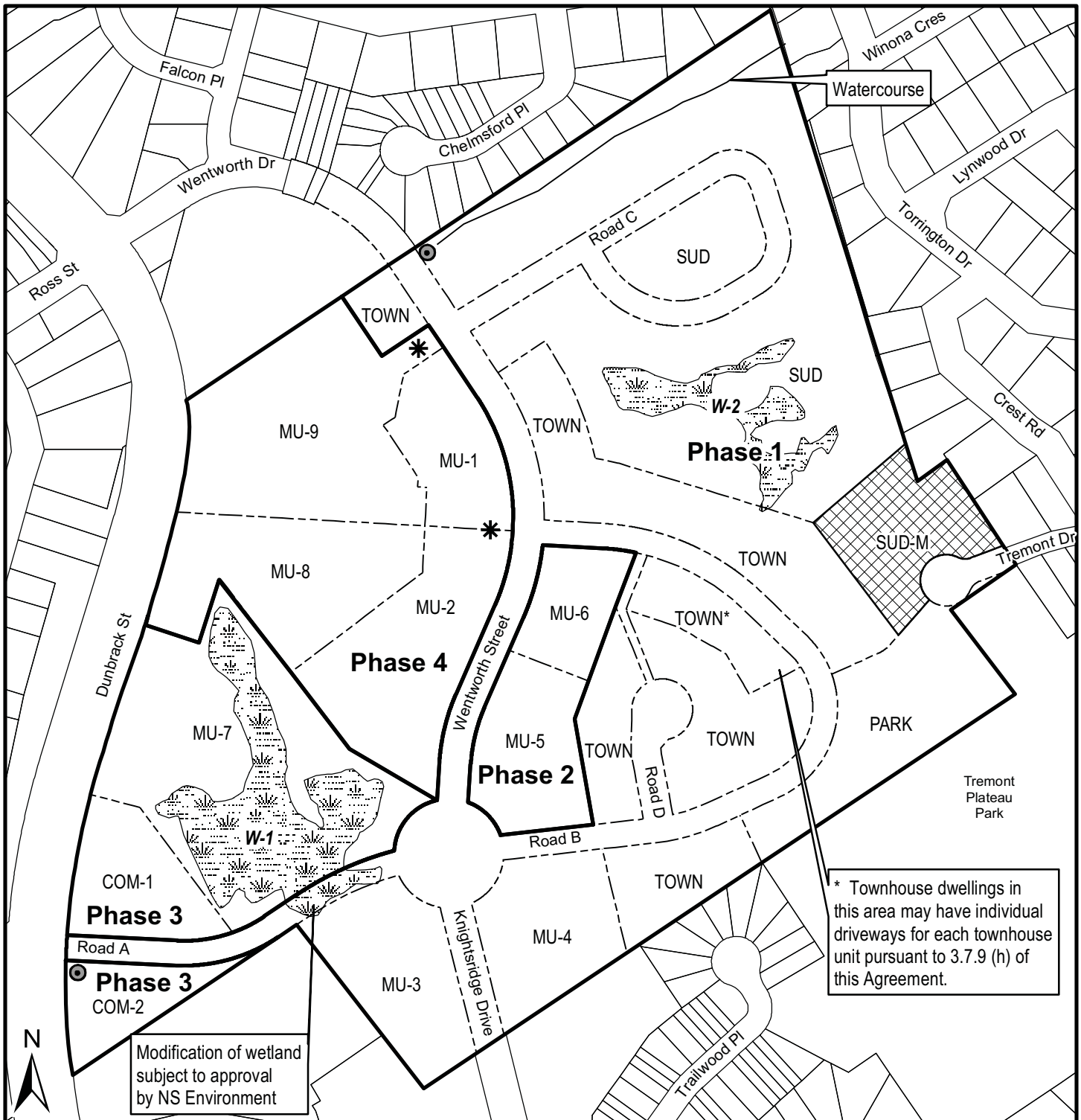
Wetland

Halifax Mainland
Land Use By-Law Area

HALIFAX
REGIONAL MUNICIPALITY
DEVELOPMENT APPROVALS

0 50 100 m


HRM does not guarantee the accuracy
of any representation on this plan.



Schedule C - Proposed Land Use

Rockingham South
Halifax

 Wetland

 Approximate location of driveway

 Community sign

Halifax Mainland Land Use By-Law Area

Land Use

SUD Single Unit Dwelling
SUD-M Modified Single Unit Dwelling
TOWN Townhouses
MU Multi-unit Residential
COM Commercial
PARK Parkland

0 50 100 m

HRM does not guarantee the accuracy of any representation on this plan.

Case 17002
Attachment B – HRM Policy on River Daylighting

Daylighting of watercourses:

- Preservation of watercourses by avoidance of enclosing or piping is the priority.
 - HRM encourages the Nova Scotia Department of Environment & Labour not to permit piping of watercourses.
 - HRM will encourage watercourse daylighting, as part of efforts to preserve or restore natural watercourses as a component of a stormwater management strategy.
 - HRM is not responsible for fish habitat management.
 - Daylighting will be considered according to the following conditions, in subsidiary order as indicated:
1. Where existing HRM stormwater collection infrastructure must undergo significant repair or replacement, daylighting of the watercourse involved will be considered as an option. Consideration will include the feasibility of daylighting in relation to the surrounding environment, land use and ownership, adequacy of space, drainage and potential flooding issues, safety and other practical or engineering considerations as appropriate. Legal and liability issues must also be considered. Replacement of culverts with bridges or a three-sided culvert rather than straight pipe is preferred wherever possible. Daylighting projects should be environmentally friendly and compatible with the surrounding area.
 2. Where practical and legal considerations in condition 1 could permit a feasible daylighting project, HRM will consider the cost of daylighting as opposed to costs for repair or replacement of existing infrastructure. Any allocation of HRM capital resources must be considered according to the priority rating criteria established by Council for capital projects relating to wastewater and stormwater.
 3. Where community interests or groups advocate daylighting of a particular enclosed watercourse, HRM will consider the project in light of conditions 1 and 2. Any funds or resources which a community group can contribute will be part of the project consideration. Should full funding for a daylighting project be provided by an outside group, HRM will cooperate with the project to the extent possible under the considerations outlined in condition 1.