


Halifax Regional Council
April 21, 2009
April 28, 2009

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:


Councillor Mary Wile, Vice Chair of Chebucto Community Council

DATE: April 8, 2009

SUBJECT: Case 01003: MPS/LUB Amendments and Development Agreement Regatta Point, Halifax - Chebucto Community Council

ORIGIN

April 6, 2009 meeting of Chebucto Community Council.

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Give First Reading to the proposed amendments to the Halifax Municipal Planning Strategy and the Mainland Land Use By-Law as shown in Attachment A and B of the report dated March 3, 2009 and schedule a joint public hearing with Chebucto Community Council.
2. Approve the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Mainland Land Use By-Law, as provided in Attachments A and B of the report dated March 3, 2009.

BACKGROUND/DISCUSSION

At the April 6, 2009 meeting of the Chebucto Community Council the following motion was passed:

MOVED BY Councillor Walker, seconded by Councillor Adams, that Chebucto Community Council recommend that Halifax Regional Council give First Reading to the proposed amendments to the Halifax Mainland Land Use By-Law as shown in Attachment A and B of the report dated March 3, 2009 and schedule a joint public hearing with Chebucto Community Council. MOTION PUT AND PASSED.

BUDGET IMPLICATIONS

None associated with this report

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

1. Regional Council may choose to approve the requested amendments provided in Attachments A and B of the report dated March 3, 2009. This is the recommended course of action.
2. Regional Council may choose to not approve the amendments provided in Attachments A and B of the report dated March 3, 2009. Regional Council is under no obligation to consider a request to amend its MPS and a decision not to amend the MPS cannot be appealed.
3. Regional Council may choose to either adopt certain amendments but not others outlined in the report dated March 3, 2009, or alternatively request that additional amendments not identified in this report be made, in which case an additional staff report(s) may be required.

ATTACHMENTS

Attachment A: Staff report dated March 3, 2009: Case 01003: MPS/LUB Amendments and Development Agreement Regatta Point, Halifax

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

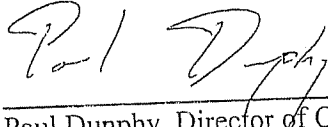
Report Prepared by: Shawnee Gregory, Legislative Assistant, 490-6521



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
April 6, 2009

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: March 3, 2009

SUBJECT: Case 01003: MPS / LUB Amendments and Development Agreement
Regatta Point, Halifax

ORIGIN

- Application by Almond Properties Limited.
- October 30, 2007 - initiation by Regional Council of the MPS amendment process.

RECOMMENDATION

It is recommended that Chebucto Community Council recommend that Regional Council:

1. Give first reading to the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Mainland Land Use By-law, as provided in Attachments A and B of this report, and schedule a joint public hearing with Chebucto Community Council.
2. Approve the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Mainland Land Use By-law as provided in Attachments A and B of this report.

BACKGROUND

The proposal is to expand the existing 96 unit apartment building at 16 Anchor Drive by constructing two additions (Additions "A" and "B") on the western wings of the building toward Purcells Cove Road. The land on which the larger addition (Addition "A") is to be constructed is a separate lot which will be consolidated with the lot housing the existing building. This project will effectively complete the Regatta Point development.

Location, Designation and Zoning: The properties, lots RP-1 and RP-2, are located in the Regatta Point subdivision and are bounded by Purcells Cove Road, Spinnaker Drive and Anchor Drive. Lot RP-2 (16 Anchor Drive) currently contains a 96 unit apartment building, while lot RP-1 is vacant, apart from a small parking lot which is used to serve the apartment building on lot RP-2.¹

Both lots are zoned and designated RDD (Residential Development District) under the Halifax Mainland Land Use By-law (LUB) and Halifax Municipal Planning Strategy (MPS), respectively (Maps 1 and 2). The RDD zone allows R-1 and R-2 uses to be developed as-of-right, while the RDD designation allows for the consideration of comprehensive residential developments under unified site design by development agreement.

Previous Application: Lots RP-1 and RP-2 were part of the original Edmonds Grounds property which became the Regatta Point development in the 1980s. When the Regatta Point development agreement was considered by Halifax City Council for approval in 1985, lot RP-1 was removed from the application due to strong objections voiced during the public hearing to the then proposed commercial use of the site.

As such, the existing Regatta Point development agreement does not apply to lot RP-1. This application proposes to discharge lot RP-2 from the existing Regatta Point development agreement and apply a new development agreement to the consolidated project (Attachments C and D).

Approval Process: The approval process for this application has two steps:

1. Regional Council will consider and if deemed appropriate, adopt the proposed amendments to the Municipal Planning Strategy and Land Use By-law that enact the policies under which a development agreement may be considered and approved (Attachments A and B); and
2. Provided that Regional Council approves the amendments, Chebucto Community Council will consider the discharge of lot RP-2 from the existing Regatta Point development agreement and the approval of the proposed development agreement (Attachments C and D).

¹ The Land Use Compliance section has a land use case open regarding the use of this property as parking lot.

Approvals for both the proposed amendments and the proposed development agreement require a public hearing. These hearings can be held jointly. However, Chebucto Community Council may only make decisions concerning the new and discharging agreements at a meeting following the approval of the MPS and LUB amendments by Regional Council and the province.

It should be noted that site specific MPS applications cannot be appealed to the Nova Scotia Utility and Review Board (NSUARB). However, an appeal mechanism to the NSUARB does exist for any decision of Community Council on a development agreement.

DISCUSSION

Limitations of as-of-right uses: Staff has determined that there are limited development options for lot RP-1 due to the following facts:

- Low density development (i.e., R-1, R-2 uses or townhouses) is not feasible due to engineering and safety concerns related to direct driveway access to Purcells Cove Road, or in close proximity to the Anchor Drive and Spinnaker Drive intersections; and
- A past public consultation process demonstrated that there is limited community support for commercial development on the site.

In consideration of the above, the applicant believes that the most appropriate option is to consolidate lots RP-1 and RP-2 and to expand the multi-unit residential building currently located on lot RP-2 towards Purcells Cove Road.

Therefore, the applicant has requested a site specific MPS amendment to allow for the expansion of the existing 96 unit apartment building onto lot RP-1. Due to the limitations of as-of-right development noted above, staff believe there is merit in considering site-specific policies to allow for a multi-unit residential development on lot RP-1 through a development agreement.

Policy framework: Under normal circumstances, this development could have been considered through the standard development agreement process allowed under the Residential Development District policies. However, in this case, the Regatta Point development has already gone beyond the allowable area within a residential development district (15%) that can be dedicated to multi-unit residential development.

Previous MPS Amendments: The current MPS amendment is similar to a previous amendment approved in March 1996 by Halifax City Council. The 1996 amendment was to allow for multi-unit residential development beyond 15% in Regatta Point; specifically, it was for a 48 unit apartment building on Lot RP-6. The 15% limit comes from the Guidelines for Residential Development Districts in the Mainland South Secondary Plan of the Halifax MPS. The purpose of this limit is to encourage a mix of residential forms in residential development districts throughout the Mainland South plan area.

The original Regatta Point development agreement was approved prior to the Guidelines for Residential Development Districts, and the original site plan dedicated about 24% to multi-unit residential development. After the 1996 amendment, the area for multi-unit residential

development increased to almost 32%. The current proposal for Lot RP-1 would complete Regatta Point with approximately 34% of the project dedicated to multi-unit residential development.

Development Description: The proposed development agreement, as outlined in Attachment D, includes detailed provisions for land use as well as the siting, height, massing and architectural details of the proposed development.

As illustrated in the schedules of the attached development agreement (Attachment D), Addition "A" is a seven storey residential component with one level of parking, attached to the southwestern end of the existing building by a one storey corridor. Addition "B" is a four storey addition to the northwestern end of the existing building. When finished, the existing 96 unit apartment building will have been expanded to a total of 124 residential units.

In response to the engineering and safety concerns related to access, the semi-circular driveway to the front entrance of Addition A will be one-way, with the entrance at the far end being the point furthest away from Purcells Cove Road. Access to the underground parking will be through the existing building's underground parking structure which is accessed from Anchor Drive, further east from the driveway to Addition A and beyond the existing building.

The site-specific MPS amendment will allow a proposal such as this one to be considered by Chebucto Community Council, subject to the criteria of Policy 1.5.5.2 regarding height, access and landscaping. The proposed additions to the existing building meet the new policy requirements. The height of Addition A will not exceed the maximum permitted: seven storeys. Vehicular access is proposed from Anchor Drive where the distance from the intersection of Purcells Cove Road is maximized. The preliminary landscaping plan shows a variety of landscaping techniques and does not propose any changes the existing treed area at the east end of the existing building.

Due to the relatively narrow configuration of lot RP-1, the proposed additions to the existing building are unable to meet the standard requirements of the R-4 (Multiple Unit Dwelling) Zone of the Halifax LUB relative to certain angle controls and separation distances. Instead, specific siting, height, massing and scale requirements suitable to the property are included in the proposed development agreement.

Public Meeting / Area of Notification: In accordance with Regional Council's Public Participation Program for MPS amendments, staff held a public information meeting for this application on April 24, 2008. Minutes of this meeting are provided as Attachment E of this report. Should Regional Council and Chebucto Community Council decide to hold a joint public hearing, in addition to published newspaper advertisement, property owners in the area shown on Map 3 will be sent written notification.

BUDGET IMPLICATIONS

There are no budget 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.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

1. Regional Council may choose to approve the requested amendments provided in Attachments A and B of this report. This is the recommended course of action.
2. Regional Council may choose not to approve the amendments provided in Attachment A and B of this report. Regional Council is under no obligation to consider a request to amend its MPS and a decision not to amend the MPS cannot be appealed.
3. Regional Council may choose to either adopt certain amendments but not others outlined in this report, or alternatively request that additional amendments not identified in this report be made, in which case an additional staff report(s) may be required.

ATTACHMENTS

Map 1:	Location and Zoning
Map 2:	Generalized Future Land Use
Map 3:	Notification Area
Attachment A:	Amendments to the Halifax Municipal Planning Strategy
Attachment B:	Amendments to the Halifax Mainland Land Use By-law
Attachment C:	Discharging Agreement
Attachment D:	Development Agreement
Attachment E:	Minutes from Public Information Meeting

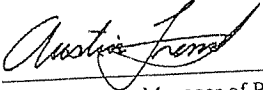
Case 01003: MPS / LUB / DA - Regatta Point, Halifax
Council Report

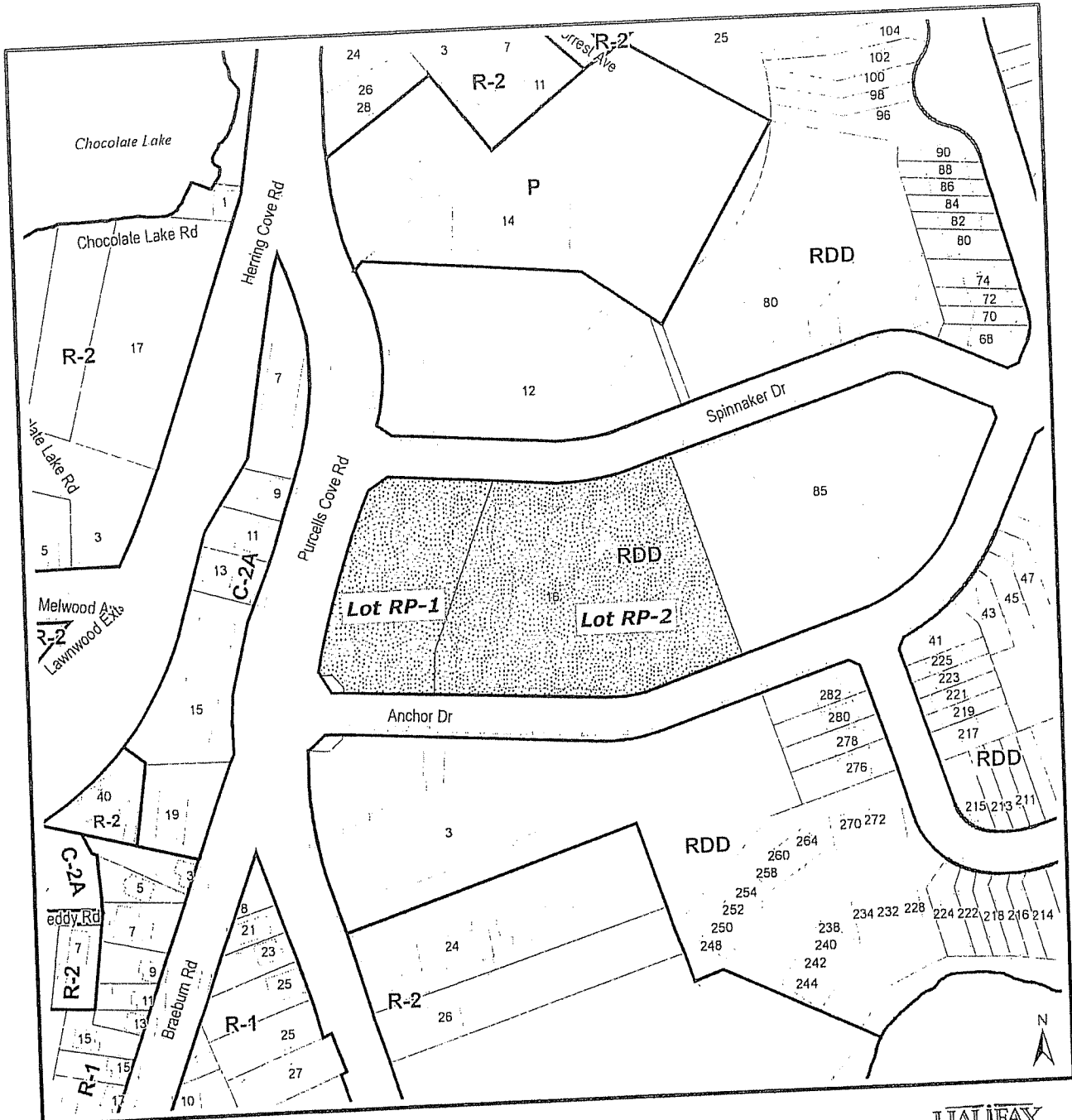
Chebucto Community Council
April 6, 2009

- 6 -

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: Mackenzie Stonehocker, Planner I, 490-3999

Report Approved by: 
Austin French, Manager of Planning Services, 490-6717



Map 1 - Location and Zoning

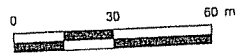
Anchor Drive
Halifax

 Subject area

Halifax Mainland
Land Use By-Law Area

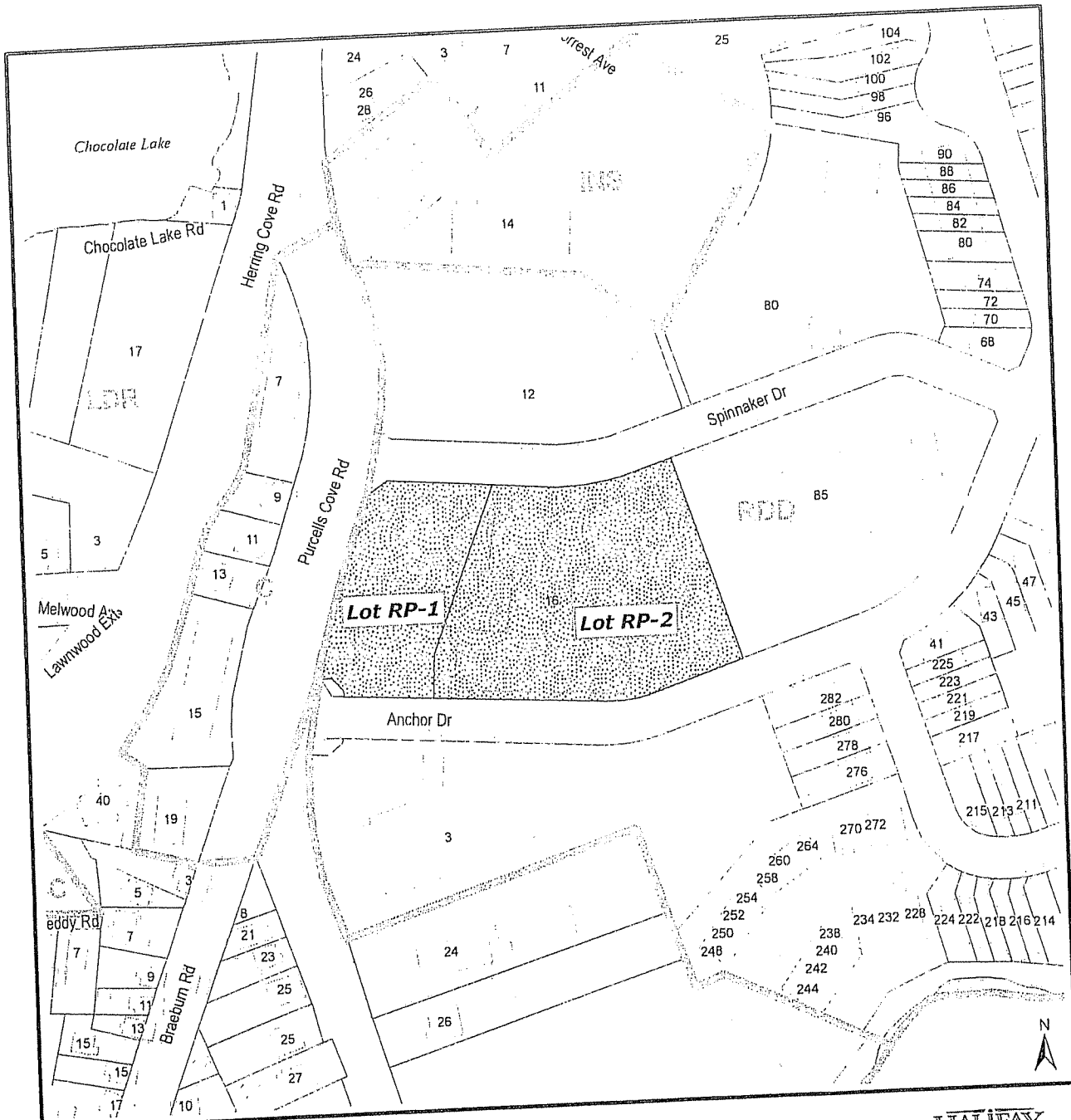
- Zone**
- R-1 Single Family Dwelling
 - R-2 Two Family Dwelling
 - C-2A Minor Commercial
 - P Park and Institutional
 - RDD Residential Development District

HALIFAX
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COMMUNITY DEVELOPMENT
PLANNING SERVICES




This is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area

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



Map 2 - Generalized Future Land Use

Anchor Drive
Halifax

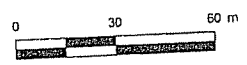
 Subject area

Halifax Plan Area
Mainland South Secondary Plan Area

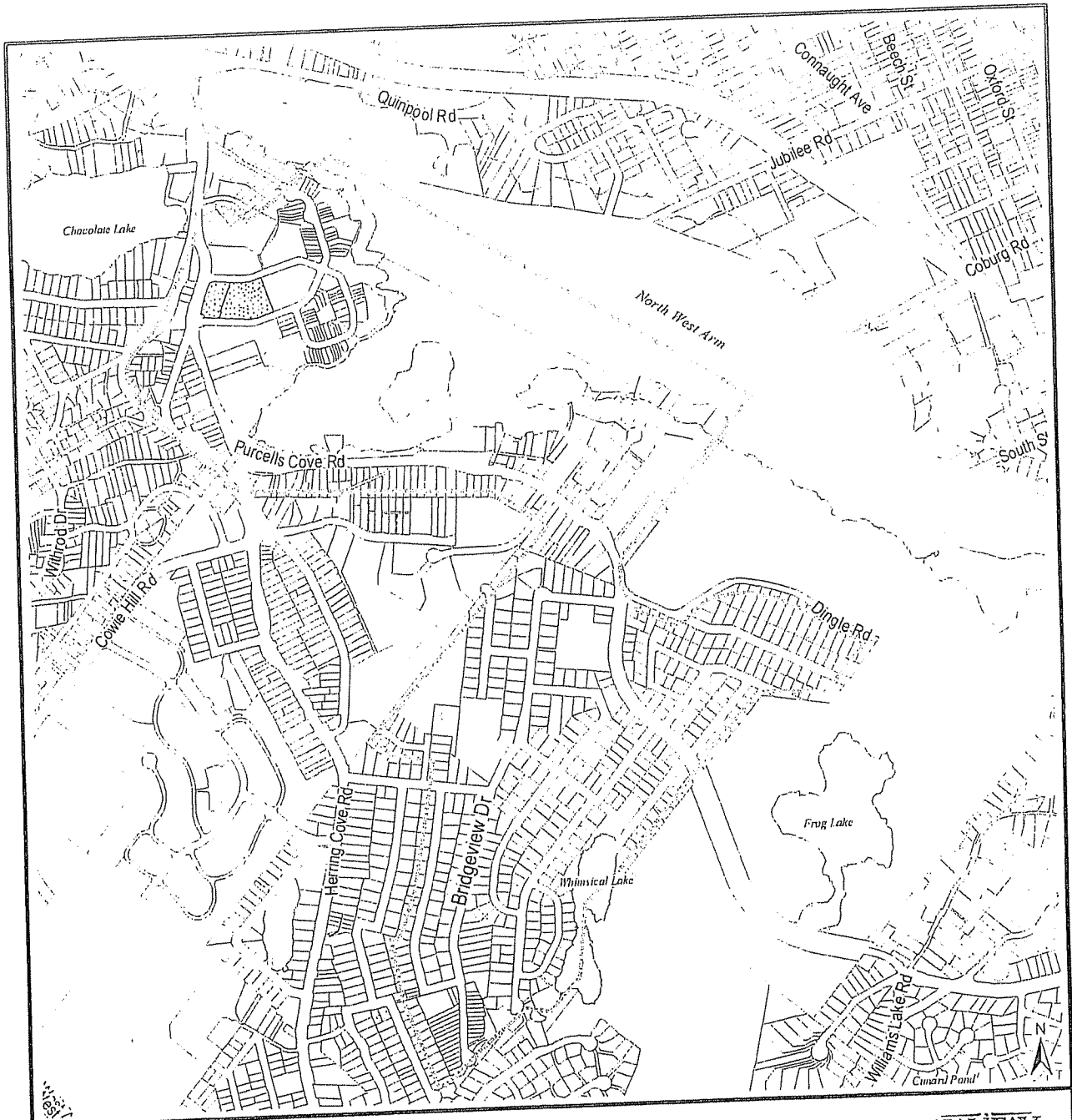
Designation

- LDR Low Density Residential
- C Commercial
- INS Institutional
- RDD Residential Development District

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES





This is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Halifax Mainland South Secondary Plan area. HRM does not guarantee the accuracy of any representation on this plan.



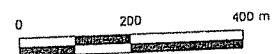
Map 3 - Area of Notification

Anchor Drive
Halifax

-  Subject area
-  Area of notification

Halifax Mainland
Land Use By-Law Area

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES



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

**Attachment A:
Amendments to the Halifax Municipal Planning Strategy**

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

1. By inserting the following policies immediately after Policy 1.5.5 (Regatta Point) of the Mainland South Secondary Planning Strategy:
 - 1.5.5.1 For the area designated as "Residential Development District" known as Regatta Point, as shown on Map 2 of Schedule I, notwithstanding that the site is less than three acres, does not provide a mixture of residential uses, and will result in greater than 15% of the land being used for apartment uses, the Municipality may, by development agreement, permit the consolidation of lot RP-1 (PID 40396699) with lot RP-2 (16 Anchor Drive; PID 40396681), and the expansion of the existing 96 unit apartment building to a maximum of 124 units on the consolidated lot.
 - 1.5.5.2 Any development permitted pursuant to Policy 1.5.5.1 shall be compatible with the surrounding area and consistent with Regatta Point and this shall be achieved by having regard for the following:
 - i) The height of any expansion shall not exceed seven storeys;
 - ii) Vehicular access shall not be permitted from Purcells Cove Road;
 - iii) The areas abutting Purcells Cove Road shall be well landscaped including hard and soft elements and trees; and
 - iv) The layout and design of the buildings shall allow for the retention of mature trees.
 - 1.5.5.3 For the purposes of calculating population density for any development permitted pursuant to Policies 1.5.5.1 and 1.5.5.2, the following population allocations shall apply:
 - i) Bachelor units shall be assigned 1 person per unit;
 - ii) One-bedroom units shall be assigned 2 persons per unit; and
 - iii) All other dwelling units shall be assigned 2.25 persons per unit.

I HEREBY CERTIFY that the amendments to the Municipal Planning Strategy for Halifax, as set out above, were passed by a majority vote of the Regional Council of the Halifax Regional Municipality at a meeting held on the ____ day of _____, 2009.

GIVEN under the hands of the Municipal Clerk and under the Corporate Seal of the Halifax Regional Municipality this ____ day of _____, 2009.

Julia Horncastle
Acting Municipal Clerk

**Attachment B:
Amendments to the Halifax Mainland Land Use By-law**

BE IT ENACTED by the Regional Council of the Halifax Regional Municipality that the Land Use By-law for Halifax Mainland is hereby amended as follows:

1. By inserting the following section after Section 72 (Mainland South Area - Development Agreements):

72(1) For the area known as Regatta Point, the Municipality may, by development agreement, permit the consolidation of lot RP-1 (PID 40396699) with lot RP-2 (16 Anchor Drive; PID 40396681), and the expansion of the existing 96 unit apartment building to a maximum of 124 units on the consolidated lot.

I HEREBY CERTIFY that the amendments to the Land Use By-law for Halifax Mainland, as set out above, were passed by a majority vote of the Regional Council of the Halifax Regional Municipality at a meeting held on the ____ day of _____, 2009.

GIVEN under the hands of the Municipal Clerk and under the Corporate Seal of the Halifax Regional Municipality this ____ day of _____, 2009.

Julia Horncastle
Acting Municipal Clerk

Attachment C:
Discharging Agreement

THIS DISCHARGING AGREEMENT made this day of , 2009,

BETWEEN:

ANCHOR GROUP (ATLANTIC) LIMITED,
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 16 Anchor Drive (Lot RP-2; PID 40396681) in Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Municipality entered into a Development Agreement with Edmonds Grounds Services Limited (General Partner of Edmonds Grounds Limited Partnership) on April 10, 1986 which was registered at the Registry of Deeds in Halifax as Document Number 21812 in Book 4156, at Pages 235 to 244 (hereinafter called the "Existing Agreement");

AND WHEREAS the Municipality entered into an amendment to the Existing Agreement with Edmonds Grounds Services Limited (General Partner of Edmonds Grounds Limited Partnership) on August 8, 1986 which was registered at the Registry of Deeds in Halifax as Document Number 51381 in Book 4228, at Pages 94 to 110 (hereinafter called the "Amending Agreement");

AND WHEREAS the Developer has requested that both the Existing Agreement and the Amending Agreement be discharged;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Chebucto Community Council of the Municipality approved this request by resolution at a meeting held on ____ [insert date], referenced as Municipal Case Number 01003;

WITNESS that it is agreed that the Lands are hereby discharged from both the Existing Agreement and the Amending Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2009.

SIGNED, SEALED AND DELIVERED
in the presence of

per _____

per _____

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

per _____

per _____

) ANCHOR GROUP
) (ATLANTIC) LIMITED
)
)

) per: _____
)

) per: _____
)

) HALIFAX REGIONAL MUNICIPALITY
)

) per: _____
) MAYOR

) per: _____
) MUNICIPAL CLERK

**Attachment D:
Development Agreement**

THIS AGREEMENT made this _____ day of _____, 2009,

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

- and -

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

OF THE THIRD PART

WHEREAS the Developer is the registered owner of certain lands located at Lot RP-1 (Purcells Cove Road / Anchor Drive; PID 40396699) and Lot RP-2 (16 Anchor Drive; PID 40396681) in Halifax, 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 expansion of the existing apartment building located on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 1.5.5.1, 1.5.5.2 and 1.5.5.3 of the Halifax Municipal Planning Strategy and Section 72(1) of the Halifax Mainland Land Use By-law;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting held on _____ [insert date], referenced as Municipal Case Number 01003;

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, subdivision and use of the Lands shall comply with the requirements of the Halifax Mainland Land Use By-law 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 or 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.

1.4.3 Where metric values conflict with imperial values within the written text of this Agreement, the metric values 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.

2.2 Definitions Specific to this Agreement

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

- (a) "Certified Architect" means a professional, full member in good standing with the Nova Scotia Association of Architects;
- (b) "Certified Arborist" means a professional, full member in good standing with the International Society of Arboriculture;
- (c) "Forester" means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia;
- (d) "Forestry Technician" means a professional, full member in good standing with the Nova Scotia Forest Technicians Association;
- (e) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects; and
- (f) "Professional Engineer" means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 01003:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Preliminary Landscape Plan
Schedule D	Building Elevation A: Addition A - South (Anchor Drive)
Schedule E	Building Elevation B: Addition A - West (Purcells Cove Road)
Schedule F	Building Elevation C: Addition A - North (Spinnaker Drive)
Schedule G	Building Elevation D: Addition A - East
Schedule H	Building Elevation E: Addition B - West (Purcells Cove Road)
Schedule I	Building Elevation F: Addition B - North (Spinnaker Drive)
Schedule J	Building Elevation G: Existing Building - East

3.2 General Description of Land Use

- 3.2.1 The use of the Lands permitted by this Agreement is an apartment building containing a maximum of 124 units.
- 3.2.2 The 124 dwelling unit apartment building shall consist of the existing 96 dwelling unit apartment building and two additions on the southwestern and northwestern ends of the building.
- 3.2.3 Addition A shall be attached to the southwestern end of the existing building near Anchor Drive, as generally shown on Schedule B. It shall consist of one (1) storey of underground parking and seven (7) residential storeys.
- 3.2.4 Addition B shall be attached to the northwestern end of the existing building near Spinnaker Drive, as generally shown on Schedule B. Addition B shall consist of four (4) residential storeys.
- 3.2.5 Commercial uses are permitted on the ground floor of Addition A, to a maximum of 100 square metres (1076.4 square feet), in accordance with the requirements of the R-4 (Multiple Dwelling) Zone of the Halifax Mainland Land Use By-law, as amended.

3.3 Population Density

- 3.3.1 The population density shall not exceed 75 persons per acre.

3.3.2 For the purposes of calculating population density on the Lands, bachelor units shall be assigned 1 person per unit, one-bedroom units shall be assigned 2 persons per unit, and all other dwelling units shall be assigned 2.25 persons per unit.

3.3.3 For the purposes of determining permissible density, one bedroom plus den units shall be considered to be one-bedroom units.

3.4 Building Siting, Height, Massing and Scale

3.4.1 Addition A, attached to the southwestern end of the existing 96 dwelling unit apartment building, shall comply with the following:

- (a) the structure shall be located no closer than 10.0 metres (32.8 feet) from the property line facing Anchor Drive; the covered canopy over the driveway shall be located no closer than 3.05 metres (10.0 feet) from the property line facing Anchor Drive;
- (b) the structure shall be located no closer than 6.0 metres (19.7 feet) from the property line facing Purcells Cove Road;
- (c) the structure shall be located no closer than 30.0 metres (98.4 feet) from the property line facing Spinnaker Drive.
- (d) the ground floor of the structure shall be connected to the southwestern end of the existing building, as generally shown on Schedules B and D; the 2nd through 7th floors of Addition A shall be located no closer than 10.0 metres (32.8 feet) from the west end of the existing building;
- (e) the footprint of the structure, including the link to the existing building but excluding the underground parking podium, shall not be greater than 800.0 square metres (8611 square feet); a typical floor of Addition A shall not be greater than 700.0 square metres (7534 square feet);
- (f) the massing of the structure shall be as generally shown on Schedules D to G, inclusive; and
- (g) the maximum height of the structure to the top of the roof shall not exceed 25.0 metres (82.0 feet) above the mean grade of the finished ground adjoining the building.

3.4.2 Addition B, attached to the northwestern end of the existing 96 dwelling unit apartment building, shall comply with the following:

- (a) the structure shall be in line with the existing building along the north and south walls;

- (b) the structure shall be located no closer to the property line facing Spinnaker Drive than the existing building;
 - (c) the structure shall be located no closer than 37.0 metres (121.4 feet) from the property line facing Purcells Cove Road;
 - (d) the footprint of the structure shall not be greater than 130.0 square metres (1400 square feet).;
 - (e) the massing of the structure shall be as generally shown on Schedules H to J, inclusive; and
 - (f) the maximum height of the structure to the top of the roof shall be the same as the height of the existing building at the point where the structure is attached to the existing building.
- 3.4.3 Except as provided for in subsections 3.4.1 and 3.4.2, the existing 96 unit apartment building shall comply with the following:
- (a) the existing building shall maintain its existing footprint and setbacks, as generally shown on Schedule B;
 - (b) the existing building shall maintain its existing massing, as generally shown on Schedule D and Schedules H to I, inclusive; and
 - (c) the existing building shall maintain its existing height, as generally shown on Schedule D and Schedules H to I, inclusive.

3.5 Materials and Architectural Requirements

3.5.1 Additions A and B and the existing building shall comply with the following:

- (a) Additions A and B shall be complementary to or substantially conform with the existing building's design, materials, exterior siding, roof materials, colour and ornamentation;
- (b) all balconies on Addition A shall have a concrete floor with glass and painted metal railings;
- (c) any exposed foundation or parking garage face in excess of 0.5 metres (1.6 feet) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or a complementary equivalent; and
- (d) all vents, down spouts, flashing, electrical conduits, meters, 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.

3.5.2 All roof mounted mechanical and telecommunications equipment shall be visually integrated into the roof design or screened, and shall not be visible from any public street or adjacent residential development.

3.5.3 Additions A and B shall be designed such that the mechanical systems (HVAC, etc.) are not visible from Anchor Drive, Purcells Cove Road or Spinnaker 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.

3.6 Parking, Circulation and Access

3.6.1 The underground parking in Addition A shall be sited as generally shown on Schedule G, and shall be accessed from the existing underground parking garage.

3.6.2 The one (1) level of underground parking in Addition A shall provide a minimum of twenty (20) parking spaces.

3.6.3 The underground parking in the existing building shall be maintained, except where the removal of spaces is necessary to accommodate the access to the underground parking in Addition A.

3.6.4 All driveways shall conform to Municipal standards, including the Streets By-law.

3.6.5 The driveway access shall be one-way only, with an entrance at the east end of the driveway and an exit at the west end of the driveway, as generally shown on Schedule B.

3.6.6 The driveway access shall maintain setbacks from the property lines as generally shown on Schedules B and C.

3.6.7 The driveway access, as shown on Schedules B and C, shall have a hard finished surface such as asphalt, concrete, interlocking precast concrete paving stones, or an acceptable equivalent in the opinion of the Development Officer.

3.6.8 The limits of the outdoor driveway access shall be defined by landscaping and curbs.

3.6.9 Where the outdoor driveway access is to be delineated by curbing, such curbs shall not be asphalt.

3.6.10 All parking spaces contained within the underground parking shall comply with the minimum requirements of the Land Use By-law.

3.6.11 The building shall include designated bicycle parking as per the requirements of the Land Use By-law.

3.7 Building and Site Lighting

Lighting shall be directed to the driveway, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.8 Landscaping

3.8.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Detailed Landscape Plan prepared by a Landscape Architect, and which complies with the provisions of Section 3.8 and which generally conforms with the Preliminary Landscape Plan as contained in Schedule C.

3.8.2 At a minimum, the Detailed Landscape Plan shall include planting as identified in this Agreement and shall identify appropriate measures to provide for aesthetic enhancement.

3.8.3 The Detailed Landscape Plan should maintain as much of the natural landscape and vegetation as can be reasonably achieved.

3.8.4 Planting details for each type of plant material proposed on the Detailed Landscape Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).

3.8.5 All plant material shall conform to the current Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the current Canadian Nursery Sod Growers' Specifications.

3.8.6 The minimum acceptable sizes for plant material shall be as follows:

- (a) High branching deciduous trees at grade: 60 mm caliper;
- (b) High branching deciduous trees on podiums: 45 mm caliper;
- (c) Coniferous trees: 1.5 metres in height; and
- (d) Shrubs: 0.6 metres in height or spread.

3.8.7 Notwithstanding subsection 3.8.6, no landscaping greater than 0.6 metres (2 feet) in height shall be permitted within the daylighting triangle.

3.8.8 For the purpose of subsection 3.8.7, the daylighting triangle means a triangular area on a corner lot which is formed by the corner lot lines and a straight line which intersects them 6.1 metres (20) feet) from the corner where they meet.

3.8.9 Decorative plantings shall be provided at the entrances to the building consisting of a combination of decorative trees, shrubs and ground cover.

- 3.8.10 Plantings on podiums above structures shall be selected for their ability to survive on rooftop environments. Trees on podiums shall be located in planting beds or containers.
- 3.8.11 It is the responsibility of the Developer to ensure that the podium above the underground parking structure is capable of supporting the loads from all landscaping as well as the anticipated mature weight of the plant material.
- 3.8.12 Construction Details or Manufacturer's Specifications for all constructed landscaping features, such as fencing, retaining walls, garbage and recycling receptacles, benches, etc., shall be provided to the Development Officer. The documents shall describe their design, construction, specifications, model numbers, quantities, manufacturers of site furnishings, hard surface areas, materials and placement and include a certification from a Landscape Architect that they will enhance the design of the building and the character of the surrounding area.
- 3.8.13 As generally shown on Schedule C, the walkways shall be identified on the Detailed Landscape Plan, and shall have a hard finished surface such as poured in place concrete, interlocking precast concrete paving stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.8.14 All retaining wall systems are to be identified on the Detailed Landscape Plan, including the height of the wall and the type of fencing proposed in conjunction with the wall.
- 3.8.15 All retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent, with a precast concrete cap or equivalent.
- 3.8.16 A construction detail of any retaining wall and fence combination shall be provided and certified by a Professional Engineer.
- 3.8.17 Upright shrubs with a minimum of 50 percent being coniferous shall be located at the base of all retaining walls. All shrubs shall be a minimum height of 0.6 metres (2 feet) and be planted with a maximum spacing of 1 metre (3 feet) on centre. Low maintenance ground covers or vines shall be used in association with the shrubs and retaining walls.
- 3.8.18 No HRM street trees are to be removed or damaged during the construction phase. The Detailed Landscape Plan shall identify plywood protective hoarding as close to the dripline of the existing street trees as possible to protect them during the construction phase.
- 3.8.19 Prior to the issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.8.20 Notwithstanding subsection 3.8.19, an Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110% of the estimated cost to

complete the landscaping. The Developer shall engage the services of a Landscape Architect to prepare and submit, as part of the Occupancy Permit application, a cost estimate for the uncompleted work. The cost estimate, including quantities, unit prices and a 10% contingency fee, shall be approved by the Development Officer. 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. Should the Developer not complete the landscaping within twelve (12) months of issuance of first Occupancy Permit, the Municipality may, but is not required to, use the deposit to complete the landscaping as set out in this 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 by a Landscape Architect.

3.9 Signage

Signage for the development shall be accordance with the requirements of the R-4 (Multiple Dwelling) Zone of the Halifax Mainland Land Use By-law, as amended.

3.10 Outdoor Storage and Display

3.10.1 No outdoor storage shall be permitted on the Lands.

3.10.2 Propane tanks, electrical transformers and other utility boxes shall be located on the site in such a way to ensure minimal visual impact from Anchor Drive, Purcells Cove Road and Spinnaker Drive, and from abutting residential uses. 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.

3.11 Solid Waste Facilities

The building shall include at least one designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and the Building Official in consultation with Solid Waste Resources.

3.12 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, recreational amenities, parking areas, driveways, the maintenance of all landscaping including trimming and the replacement of damaged or dead plant stock, litter control, garbage removal, snow removal and salting and sanding of walkways and driveways.

3.13 Requirements Prior to Approval

3.13.1 Prior to the application for any municipal permits, the Developer shall complete the MICI (Multi-unit / Industrial / Commercial / Institutional) process, as outlined by the Municipality.

3.13.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

- (a) Plan of subdivision showing approval of consolidation of lot RP-1 (PID 40396699) with lot RP-2 (PID 40396681);
- (b) A Detailed Landscape Plan in accordance with Section 3.8 ;
- (c) A detailed Site Disturbance Plan in accordance with clause (a) of Section 5.1 ;
- (d) A detailed Erosion and Sedimentation Control Plan in accordance with clause (b) of Section 5.1 ; and
- (e) A detailed Final Site Grading and Stormwater Management Plan in accordance with clause (c) of Section 5.1 .

3.13.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to this Agreement;
- (b) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement; and
- (c) Certification from a Landscape Architect indicating that either the Developer has complied with the Detailed Landscape Plan required pursuant to this Agreement, or that the Developer has exercised their option under subsection 3.8.19 .

3.13.4 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.

3.14 Variation by Development Officer

3.14.1 The Development Officer may permit minor changes to the layout and positioning of the buildings as shown on the attached Schedules or as detailed in Section 3.4.

- 3.14.2 The Development Officer may permit a five percent (5%) increase in the size of the footprint of Addition A, as detailed in clause (e) of subsection 3.4.1.
- 3.14.3 The Development Officer may permit changes to the architectural requirements or details as shown on the attached Schedules or as detailed in Section 3.5 which, in the written opinion of a Certified Architect, are equivalent to or of a higher quality or improved design which enhances the overall appearance or functionality of the building and furthers the intent of this Agreement.
- 3.14.4 The Development Officer may permit changes to the landscaping measures as shown on Schedule C or as detailed in Section 3.8 which, in the written opinion of a Landscape Architect, enhance the attractiveness and visual appearance of the Lands.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy Municipal Services Systems Specifications unless otherwise varied by this Agreement and shall receive written approval from the Municipality's Development Engineer prior to undertaking any 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 Municipality's Development Engineer.

4.3 Garbage Collection from the Building

The Developer shall be responsible for garbage collection from the building. The Municipality shall be relieved of any and all responsibility respecting garbage collection from the Lands.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

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

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;

- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and,
- (c) Submit to the Development Officer a detailed Final Site Grading and Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Final Site Grading and Stormwater Management 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.

5.2 Stormwater Management System

- 5.2.1 The Developer agrees to construct at its own expense the stormwater collection and treatment system which conforms to the concept design reviewed by the Development Officer, in consultation with the Municipality's Development Engineer, pursuant to clause (c) of subsection 5.1. 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.
- 5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

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 Section 5.1, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Municipality's Development Engineer to ensure compliance with the environmental protection measures.

PART 6: AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 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

The following items are considered by both parties to be not substantive and may be amended by resolution of Council:

- (a) The granting of an extension to the date of commencement of development, as identified under subsection 7.3.3 ; and
- (b) The granting of an extension to the length of time for the completion of the development as identified under subsection 7.4.1 .

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 Dartmouth, 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 development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this Agreement, commencement of development shall mean the installation of the footings or foundation for the addition to the existing building.
- 7.3.3 Council may consider granting an extension of the commencement of development time period through a resolution under clause (a) of Section 6.2, if the Municipality receives a written request from the Developer 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 seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new agreement; or
 - (c) discharge this Agreement.
- 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 Halifax Mainland Land Use By-law, 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

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) 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
- (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.

WITNESS that this Development Agreement, made in quadruplicate, was properly executed by the respective Parties on this _____ day of _____, 2009.

SIGNED, SEALED AND DELIVERED)
in the presence of)
per _____) per: _____
per _____) per: _____

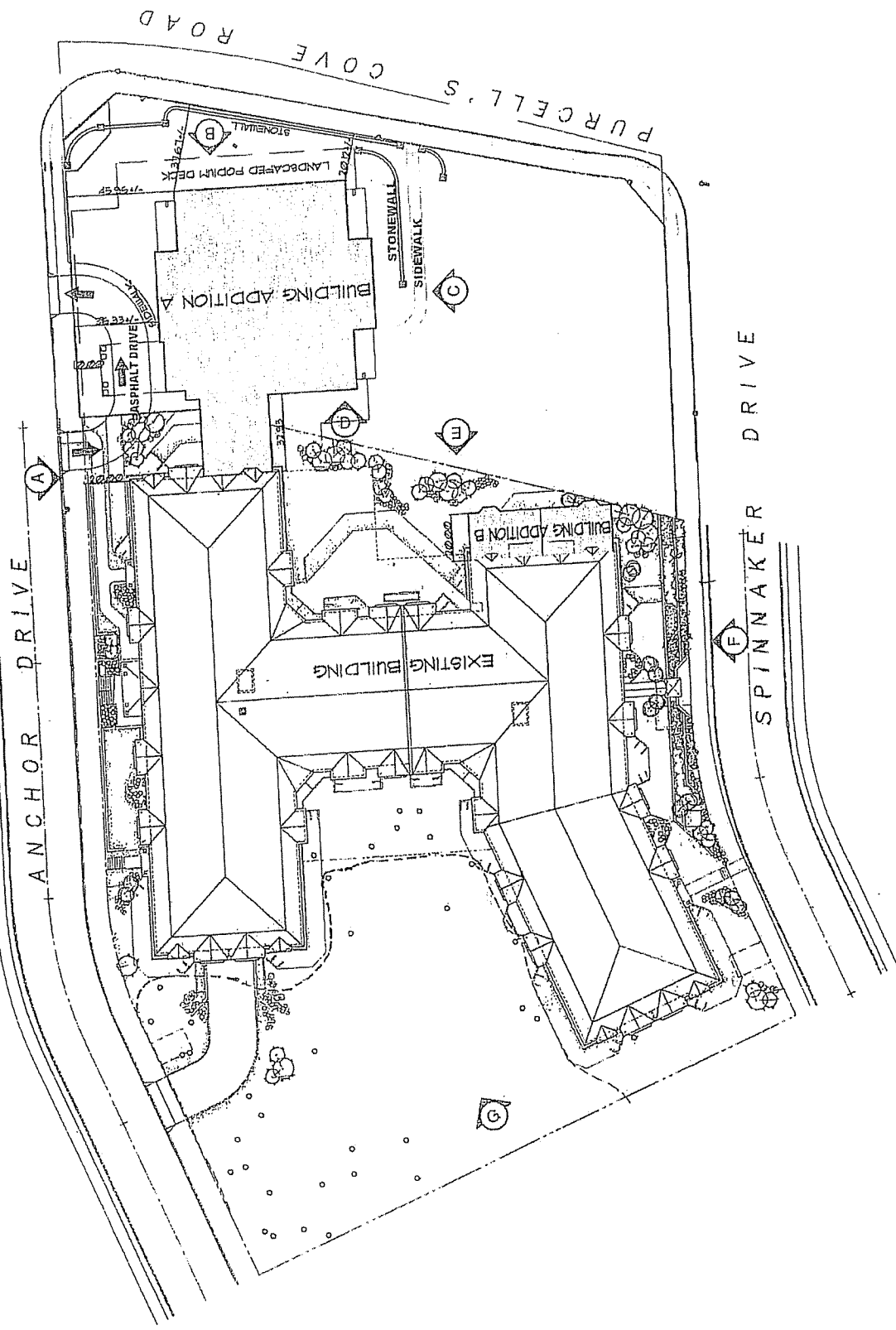
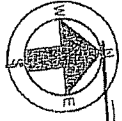
**MOUNT CEDAR DEVELOPMENTS
LIMITED**

SIGNED, SEALED AND DELIVERED)
in the presence of)
per _____) per: _____
per _____) per: _____

**ANCHOR GROUP (ATLANTIC)
LIMITED**

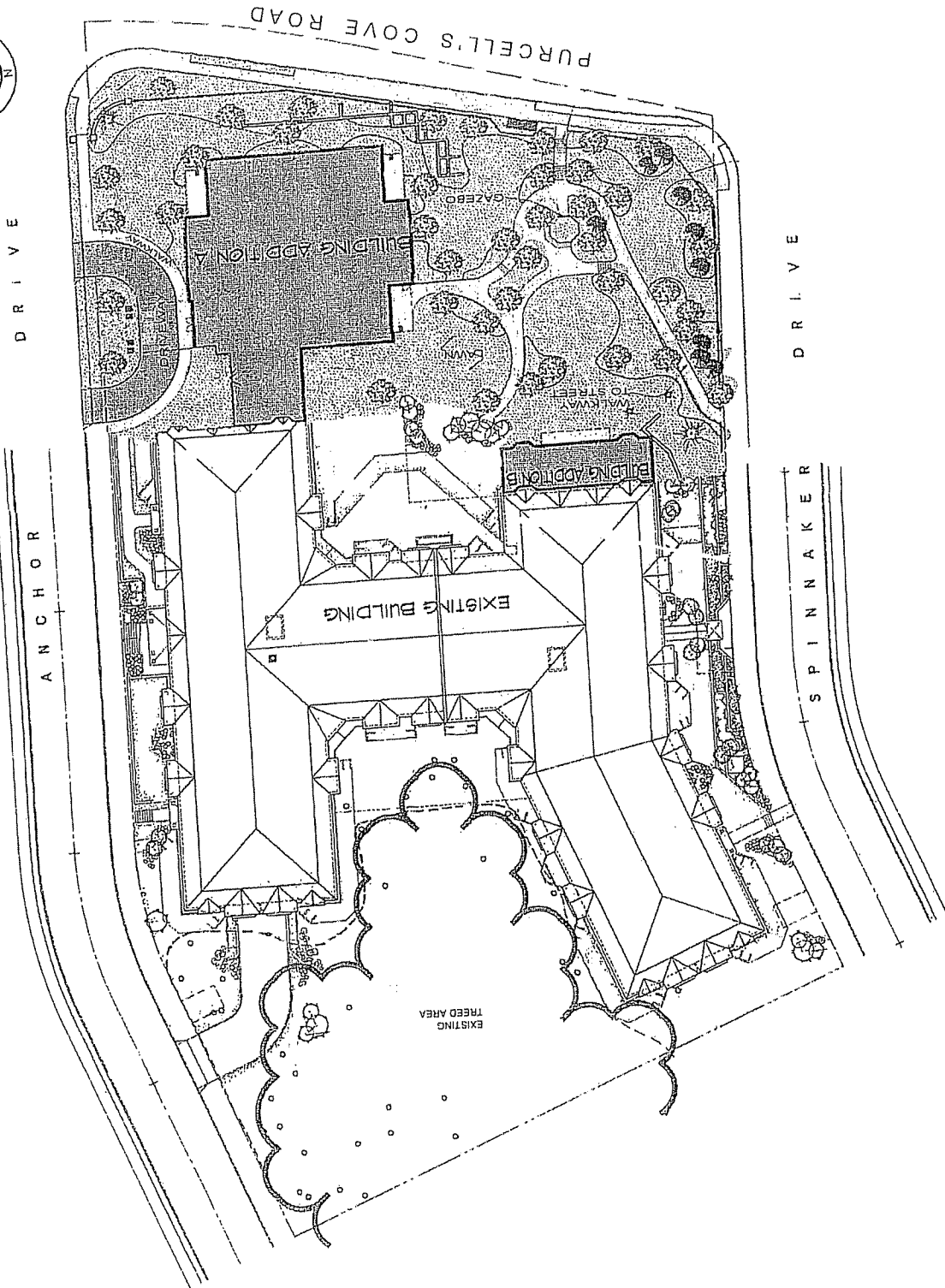
SEALED, DELIVERED AND)
ATTESTED to by the proper)
signing officers of Halifax Regional)
Municipality duly authorized)
in that behalf in the presence)
per _____) per: _____
per _____) per: _____

HALIFAX REGIONAL MUNICIPALITY
MAYOR
MUNICIPAL CLERK

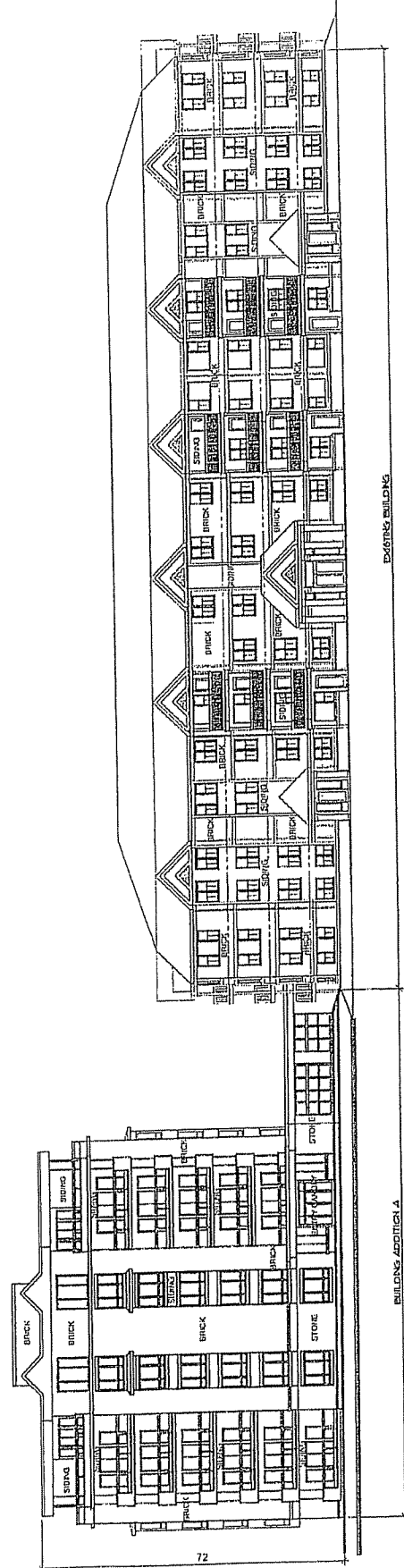


Schedule B

Site Plan

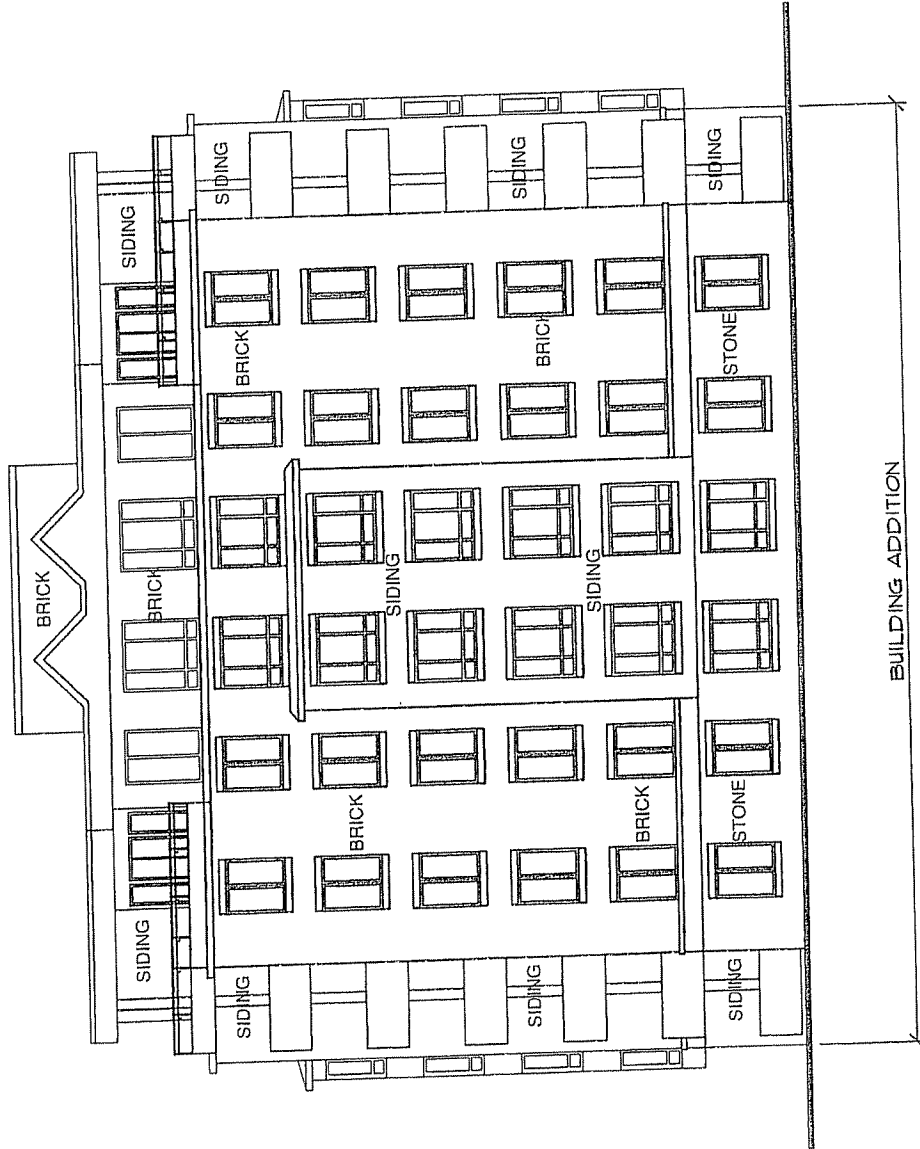


Preliminary Landscape Plan **Schedule C**

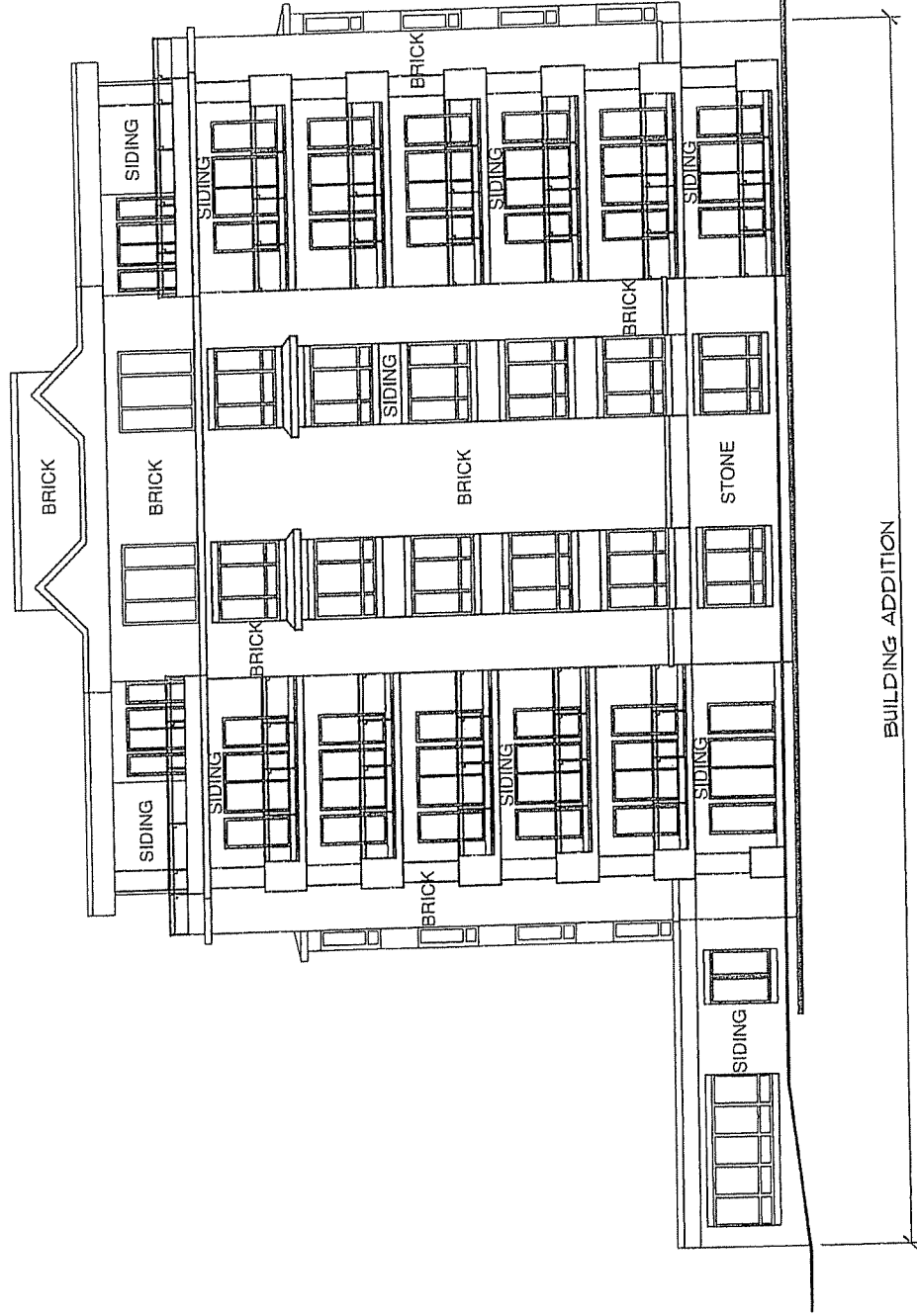


ELEVATION 'A' (SOUTH)
ANCHOR DRIVE

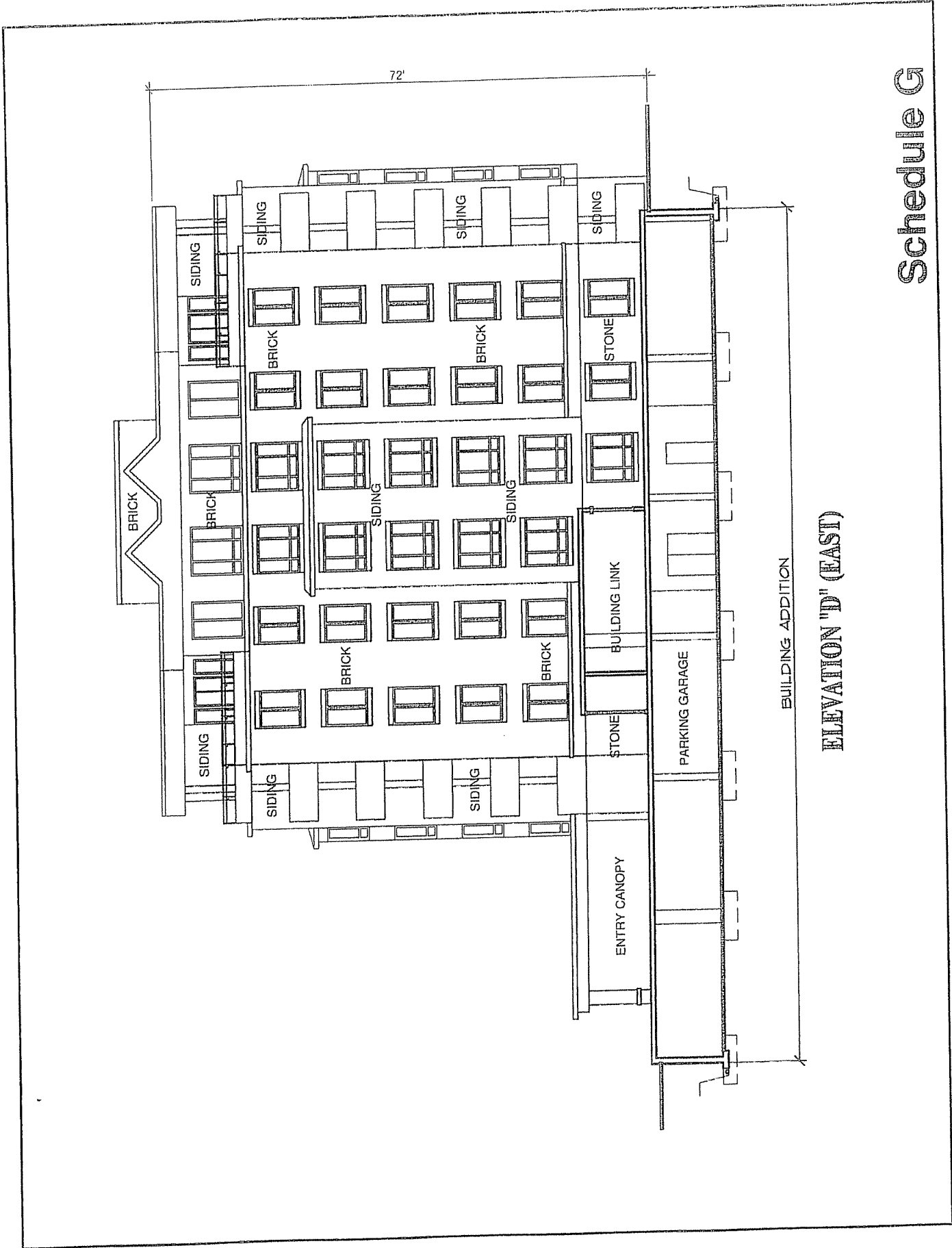
Schedule D



ELEVATION "B" (WEST)

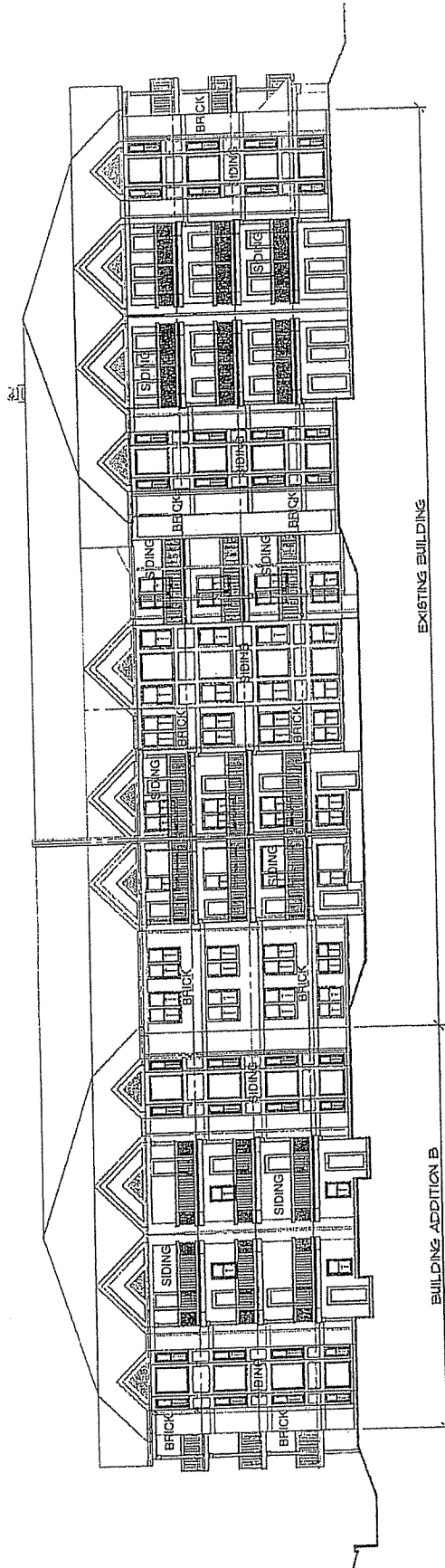


ELEVATION "C" (NORTH)



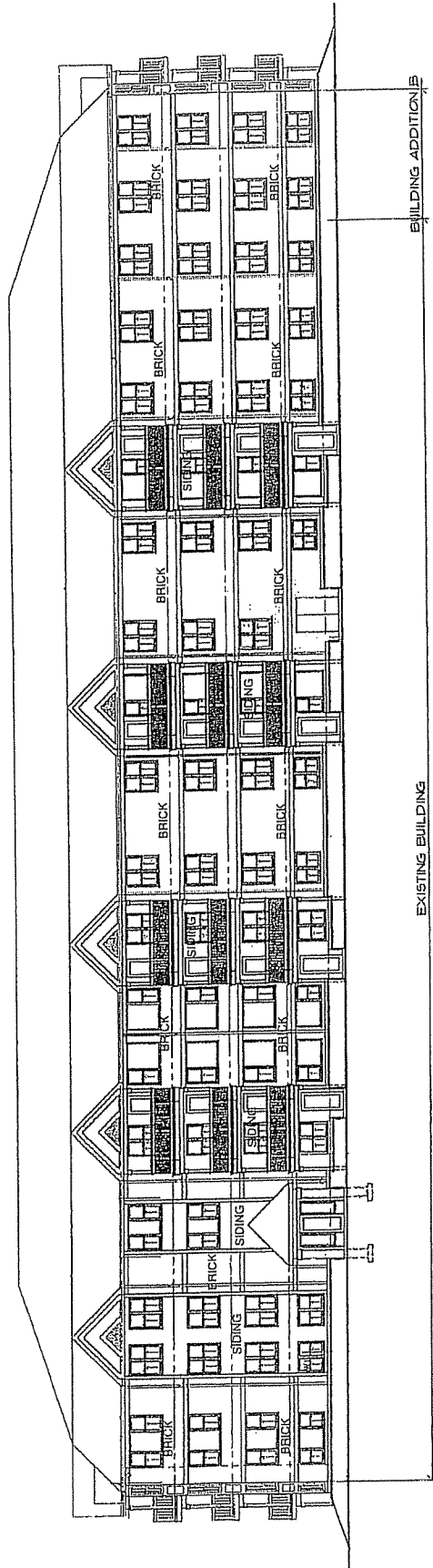
ELEVATION 'D' (EAST)

Schedule G



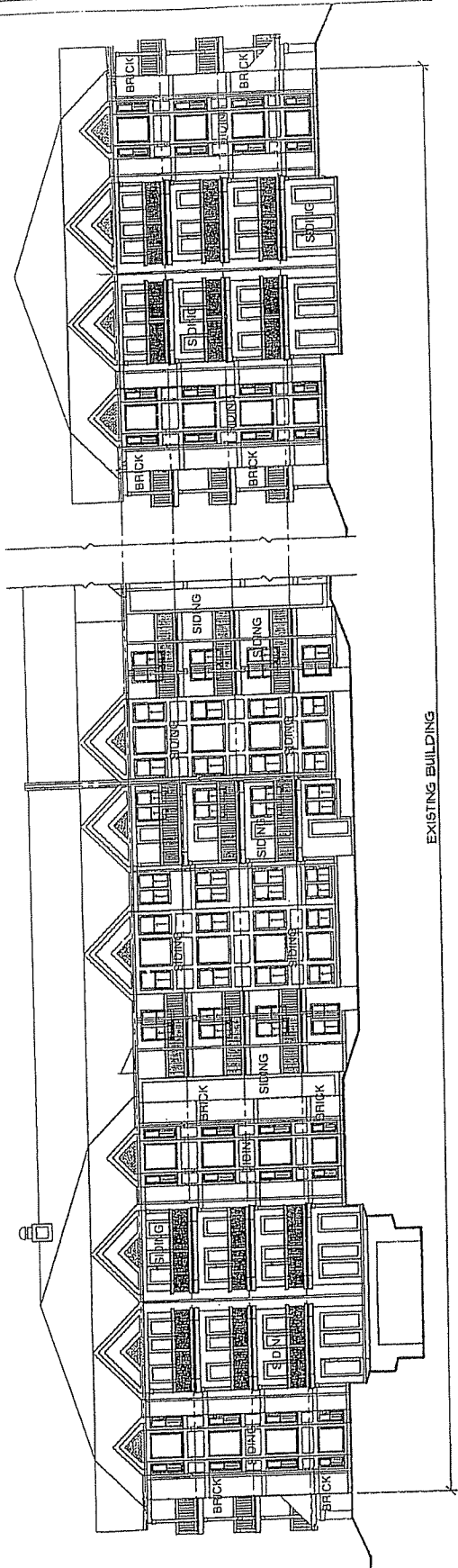
ELEVATION "E" (WEST)
PURCELLS COVE ROAD

Schedule H



ELEVATION 'F' (NORTH)
SPINNAKER DRIVE

Schedule I



EXISTING BUILDING

ELEVATION "G" (EAST)

Schedule J

**Attachment E:
Minutes from Public Information Meeting**

Case 01003: Public Information Meeting, April 24, 2008

In attendance: Councillor Mosher
Luc Ouellet, Planner
Gail Harnish, Planning Services
Shanan Pictou, Planning Technician
Danny Chedrawe, Applicant
Paul Skerry, Architect

Opening remarks, introductions, purpose of the meeting

Mr. Luc Ouellet called the public information meeting (PIM) to order at approximately 7:00 p.m. at the St. James Anglican Church Hall. The purpose of the meeting is to discuss an application by Paul Skerry Associates Limited, on behalf of Almond Properties Limited, to amend the Halifax Municipal Planning Strategy (MPS) and Halifax Mainland Land Use By-law (LUB), for the area known as Regatta Point in Halifax, to enable by development agreement the expansion of the apartment building currently located on Lot RP-2 unto Lot RP-1.

Overview of planning process

Mr. Ouellet provided an overview of the planning process:

- staff did a preliminary review of the application
- we are now at the PIM stage
- staff will do a detailed review of the application
- staff will prepare a report, which includes a recommendation and a draft development agreement, which is tabled with Chebucto Community Council
- Community Council will forward the report, along with their recommendation, to Regional Council
- Regional Council will schedule a public hearing if they wish to proceed, or they will reject the application without holding a public hearing
- if they decide to proceed, the public hearing is held
- if the MPS amendments are approved by Regional Council, they are forwarded to the Province for review
- once the MPS amendments are in effect, the development agreement is forwarded to Community Council for a decision
- there is an appeal process for the development agreement

Mr. Ouellet advised there are two things being asked for; an amendment to the MPS to allow for the consideration of a development agreement, and to enter into a development agreement.

Proposal

Mr. Danny Chedrawe stated tonight is a meeting of HRM for the applicant to present their project to the surrounding community of Regatta Point and areas beyond. Tonight is a meeting to get feedback about what they are proposing for Regatta Point. Paul Skerry will speak about the design and layout; he wanted to speak in general about the project and its history.

Mr. Chedrawe advised he got involved in Regatta Point in 1991. At that time, the original developers of the project after a long approval process back in the 1980s began construction of what is now Regatta Point. In the 1990's when a recession hit, the original developer went bankrupt and he purchased the remaining lands from the bank. He developed about twenty-six townhouses in the Regatta Point area and bought three large parcels of land (Lots RP-2, PR-6, and RP-7). The only parcel he did not buy at the time was RP-1. The reason for that went back to the original battles of the developer in the 1980's to rezone the Edmonds' property. The controversy at the time was that the community seemed to embrace the overall development except for Lot RP-1 which was intended for commercial purposes. The neighbourhood did not want any commercial uses so at the eleventh hour the developer withdrew Lot RP-1 from the development proposal.

Mr. Chedrawe indicated Lot RP-1 was kept out of the development agreement so it retained R-2 zoning. All the restrictions and design rules that apply to Regatta Point do not apply to Lot RP-1. When he purchased the remaining lands of Regatta Point, he took an option from the bank to have first option if somebody tried to buy it. Two developers came along and entered into an agreement to buy the property subject to rezoning. When he found out, he thought it was odd and it was a seven year legal battle. He was not opposed to them but he was concerned that what they did for Regatta Point was the right thing to do for the subdivision and the community. It is the front property that leads into Spinnaker Drive and Anchor Drive. He won and bought the property.

Mr. Chedrawe said they spent four or five years working with the community to come up with a plan. People were used to seeing green grass. They worked with the landowner association for Regatta Point. It was proposed at one point for HRM to develop it as a park but it did not proceed because it would have meant an area rate. 16 Anchor Drive was never meant to be the front face of the building. Since people got used to a lot of green space, they talked about townhouses, which has its pros and cons. That proposal would take a lot of land with less green space. The plan shows the building where the parking lot is now and takes up about 35% of the property and the remaining 65% would remain a privately owned park that would be developed with gazebos and fencing and trees to represent the gate to the development.

Mr. Paul Skerry stated he has been involved with Regatta Point from the beginning. This piece of land was intended to be a commercial building but there was opposition from commercial interests in the area. It would have jeopardized the whole development so they pulled out. This piece of land has been in limbo ever since. He thought commercial would have been fine because people would not have had to risk their lives to get milk. They thought this piece of land should be residential. There is a geotechnical problem with the site. This property used to be a

large bog so any structure has to respect the cost of going down 20-30' to get a proper building for the soil. To spread a building out on the site would not be feasible.

Mr. Skerry indicated they are talking about a building of twenty-four units, with four apartments per floor. They do not normally get to do a quality building of this size. Most developers want sixty to eighty units to pay for the elevator and underground parking, so it is not often the economics for this kind of building will work. They know the building will look good. The other interesting thing is that it is connected to the existing building down here (pointed out). Because of the functionality of the first floor, this building did not have any amenity space. The new building would have the amenity space to service this building and will be connected to it. The economics are supported by this building.

Mr. Skerry noted they have a preliminary drawing and coloured it up so you can see what it looks like. There are thirty-four cars underneath the structure. There are two units on the top floor and amenity space on the bottom floor. It is a concrete structure and not a wood frame building. It has an elevator and is fully accessible. The brick will match the brick on the existing building. They think this building will help complete the front of Regatta Point. In association with this area, they are going to develop a park area. Their intent is to dress it up so it becomes an amenity for Purcells Cove Road. They are interested in hearing what people think should be there. Should there be a wall of trees or a stone wall? They have a design from a landscape architect but it is very preliminary. He was happy that Danny is building it because he is a quality builder and has a reputation in the area and is a good landlord. He could not imagine anybody having anything negative to say about it. A project of this size is not a very big project.

Questions and comments from the public

An individual questioned what the proposed addition on the existing building is about.

Mr. Skerry responded what they have at the end of that building are two storey units which were in fashion in the 1970s. They are not very popular with seniors because there is an internal stair. Where there is a two storey unit on the top of two units, they want to convert it to one storey units. That will add four units which is about 20'.

Mr. Chedrawe noted in terms of amenity space in the building, they would try to reflect what is across the street at 3 Anchor Drive. They have pulled this building back, close to 40' from the street to allow the pick-ups and drop-offs off of Anchor Drive. That has been a contentious issue for the townhouses over the years. The entrance there will remain but the main entrance to the entire project will be from the new addition so traffic is pulled off Anchor Drive and the other would become more of a tenants entrance.

Mr. Chedrawe indicated the civic address would be moved up. On the ground floor they will add several thousand feet of amenity space and a tenants lounge. Their primary business is seniors. They have converted a two bedroom unit into a residents lounge. They also want to add a professional fitness centre that would be exclusively for the residents of 3 and 16 Anchor Drive. He also wanted to add a beauty salon. As people get to a certain age, coming and going becomes

an issue. It would not operate five days a week but they would hire someone to come in two or three days a week, and it would just be for residents of the two buildings. Also, it would house their corporate office which is now at 3 Anchor Drive.

Mr. Chedrawe indicated in terms of landscaping, they hired the technician who HRM hired to fix up the Public Gardens. They want to bring this whole corner alive and reduce the grass by about 70% because mowing grass is not environmentally friendly and it does not look as good now. As these trees grow with good canopies, it will decrease the sound from the Herring Cove Road which a lot of their tenants deal with on a day to day basis. They have proposed a large gazebo in the center as a great amenity space for the tenants in the summer time. They have pathways that lead from the building into the courtyard, and there is a pathway to a private park that would be maintained by their company. They have not put a stop to the toboggans but unfortunately that will not be part of this proposal. There may be some hill left for tots but not an area where kids can slide down the hill. They want to keep access from the Purcells Cove Road and Spinnaker Drive so people from the lounge could access this area as well. There would be a brick-iron fence to give it a more formal entrance to the whole development.

Mr. Chedrawe said they tried to minimize the footprint of the building because 65% remains as open space and parkland. There would be some low level lighting through this area in the evening but they did not want to put in floodlights because it affects people's living enjoyment. He envisioned pathway lighting.

Mr. Paul Sullivan noted they have a four storey structure at the moment and they are putting up a six storey structure, and questioned what the increase in height would be.

Mr. Skerry responded there would be a 18' difference but you have to remember there is a roof truss system on the four storey building. There will not be much different between the top of the top of the four storey and the top of the six storey building.

Mr. Sullivan questioned whether the addition of the twenty-four units would increase the density.

Mr. Ouellet responded it would increase the density.

Mr. Sullivan said he understood it was 15% over the maximum density at the moment. He questioned whether this would have a substantial bearing on the entire Regatta Point.

Mr. Ouellet responded it would not be substantial. This area is zoned CDD. For anything more than 15 acres, you can make application for a development agreement. Within the development agreement, you cannot have more than 15% of the land occupied by apartment buildings. Regatta Point was above that. It will be beyond the current policy which is why it is an MPS amendment.

Mr. Skerry said he could recall density was an issue at the beginning. He thought it was consistent. There is a higher proportion of apartments because of Anchor Drive which was

developed as an apartment building rather than townhouses. That building has been very successful.

Mr. Chedrawe noted when the original plan for Regatta Point was approved, a maximum of 15% of the units were to be apartments. That was a hard rule which the people wanted to protect. In terms of the overall density of Regatta Point, when he bought the rest of the lands he built less townhouses than what the plan was approved for. It was proposed to put four more townhouses up on Spinnaker Drive and they decided to make it a green area and at the end of Spinnaker Drive there were to be four more townhouses. They took out eight townhouses which were approved by Council. The as-of-right for Lot RP-1 would be six duplexes or twelve townhouses. They have taken out eighteen townhouses so they are probably close to in 1996 when he went back to the community. At that time, Council and 50% of the residents agreed they would break that rule because they were protecting an acre of trees. They allowed them to go beyond because the benefit was greater. In this situation they are trying to portray green power and tree power. By adding onto the existing buildings, they would be retaining a good chunk of the land.

Mr. Reg Clooney questioned the make up of the apartments. Mr. Skerry responded they are all two bedroom units.

Ms. Ginny Veinot indicated she was aware there was a meeting with the residents of Regatta Arms and that she has seen the minutes. In terms of the height of the building, their notes indicate a six storey building. The report indicates it is not to exceed the height of the building adjacent to it. The height of the building is a concern. In order to reduce the height of the building, that would impact the landscape plan. You can always add trees down the road but once a building is there it is there for a very long time.

Ms. Veinot said commercial would not be acceptable to her. Also, she understood the exterior of the building was not necessarily in keeping with the neighbourhood requirements. She also understood the landscaping plan would be part of the HRM agreement. To some, looking at the plan is not as meaningful as seeing the stakes in the ground to get a sense of it.

Mr. Skerry said they could stake out the building on the ground.

Mr. Skerry responded in terms of heating, the existing building has oil fired hot water heating. They may put in some geothermal wells. They have applied to Heritage Gas. They are trying to get natural gas onto Regatta Point. At that time, they would be converting their building over to natural gas. If not, their plan is to expand the heat from the existing building into the new building.

Mr. Skerry stated the smaller the footprint of the building, the more extensive the landscaping can be. Danny is keen to make it a bit of a showpiece. The size of the trees can be an issue. They can buy big trees. In terms of HRM approval, the final details of the design, size and type of trees would be laid out in the development agreement. They need feedback as they need to prepare a detailed landscaping plan.

Mr. Chedrawe said when they approved 3 Regatta Arms Drive, people were concerned they would see the parking lot out front. He envisioned it to be the same level of landscaping as is there. His budget for planting trees is \$150,000. It is not all about the addition. It is about the whole development. If he is given approval to proceed, this will be a showpiece for the whole development.

Mr. Dennis Paige commented he came here with an open mind. He was pleased with the amount of green space. He has seen other plans for this area over the years. He thought the way it connects to the buildings and gets rid of the parking lot makes for a good thing. He thought it would improve the look of the area.

Mr. Skerry indicated in terms of building height, this four storey building has quite a massive roof. There is at least 18' in truss space of the building which is two floors. The reason they wanted this building to look different and not have a pitched roof is because they wanted to have a small footprint and step it back in layers at the top. They have a building under construction now like this with the stepping back. He tried to illustrate that the corners recede. The building looks rather massive in the architectural drawings and you do not get a true perspective because at this point (pointed out) the building goes into recession. He referenced a building at Russell and Isleville which steps back at the top and they do not need the pitched roof to do it.

Mr. Chedrawe said that at 16 Anchor Drive they could go up to seven floors as-of-right but they did not want to do that.

Ms. Connie Cochrane questioned where the visitors would park.

Mr. Chedrawe responded they would make the lot at 3 Anchor Drive all visitors parking. Right now it is reserved parking across the street for both buildings. That parking lot is illegal. There was an issue with visitors parking and they put that in there years ago. At the time he did not own the property.

Ms. Cochrane questioned how many cars it would accommodate.

Mr. Chedrawe responded twelve to fourteen.

Mr. Sperry indicated when he designed Regatta Point, he developed a visitors parking lot at the intersection of Anchor and Spinnaker Drive but every time he went by, it is empty.

Mr. Chedrawe advised they are putting thirty-four spaces underground so the overall parking will increase.

Ms. Cochrane noted if they have more people, they will have more visitors.

It was responded they built visitors parking into the underground parking.

Mr. Chedrawe stated they have been very reasonable with the price of their underground parking.

Mr. Charles Watt questioned whether the connection to the existing building would be open or closed in.

Mr. Chedrawe responded it is a heated area and would be closed in.

Mr. Richard Hale stated this has to do with density. He has been on Purcells Cove Road for ten years now and it is becoming impossible to get out of this road. The City should post some signs.

Mr. Chedrawe questioned if he was talking about the visibility up Purcells Cove Road.

Mr. Hale suggested a sign should be posted down by the St. John Baptiste Church to slow down.

Mr. Hale commented there will be more cars coming out onto Purcells Cove Road. He thought he heard the intersection is being redesigned.

Mr. Ouellet responded he was not aware of that.

Councillor Mosher advised it is being investigated. Right now it is no but she has asked them to relook at it.

Mr. Hate noted there is an unlit pedestrian walk across there as well as the Chocolate Lake Recreation Centre.

Mr. Clooney commented he found if you try to get into the left hand lane, the Spryfield traffic just kept on coming. He would like to see an alternating traffic thing. He told his mother never to go into the middle lane.

An individual said he came here with an open mind. It is certainly a good looking project.

Mr. Anthony O'Malley commented when he came and presented to their building he saw the building moved into the green area a bit. This is the building you will see as you go over the hill. It seemed to him it would be out of theme with the other buildings in Regatta Point. When they are on their balcony, they can see the buildings are all different but there is a thematic uniformity. It has no relationship visually to the other buildings in Regatta Point.

Mr. Chedrawe said it was difficult on a one dimensional drawing to imagine what it will look like. There is a jog in the building. These buildings are recessed. It is not a square building. The decks will be angled. It is definitely not a flat building.

Mr. Skerry said they could put a pitched roof on the building if necessary but there would be concern about the height.

Mr. O'Malley suggested they pick up the architectural theme from the other buildings.

Mr. Skerry noted it is very early into the process and these are not their final plans. The plans are not locked up because they need the freedom to improve things. A pitched roof is not unreasonable.

An individual stated anything but those false peaks on 85.

Mr. O'Malley said he did not think there was a lot of opposition to the concept but there was a deep concern about what it would look like and the general presence of the building itself.

Mr. Patrick Flemming questioned what assurances they could give to the community that based on the success of this building that they will not put another building next door.

Mr. Ouellet responded it would have to come back through another process but he doubted Planning staff would be willing to consider it. That area would be set aside as open space for the project.

Mr. Chedrawe stated he would not change his mind after putting in the green space. This is the "icing on the cake". His claim to fame is Regatta Point. This is the final thing to complete in Regatta Point. He will not be asking for any further changes to Regatta Point. There are improvements that can be done such as the seawall but in terms of Regatta Point this is the last one. They want to make sure it is done right.

Councillor Mosher noted it was said the park is private. It is mandatory that 10% be public open space. She was in complete support of trees but there was a comment about low level lighting. From a crime prevention aspect, that is not effective. She encouraged they do a CEPTED before proceeding in order to discourage crime.

Mr. Ouellet advised we could send this to the CEPTED unit for review.

Mr. Skerry indicated when they talked about Regatta Point, they did a perimeter walkway. There was a question raised about whether people would be mugged but it is supervised by the units overlooking it. He did not know if anybody has ever been attacked.

Councillor Mosher said she had Police do an audit for the existing walkway. She referred to Captain William Spry Centre which was built into the side of a bank with trees around it, and has security problems.

Mr. Ouellet advised that when doing an area like Regatta Point, they would be taking parkland. This is a very small component. If the public wants it to be public open space, we may request the developer to do that. He thought it was up for debate at this point.

Mr. Chedrawe stated unless the public wants it to be public open space which is in the control of HRM, his preference was to keep it open to the residents of Regatta Point. They have a full time resident manager onsite. They are not trying to make this an exclusive place. He has held parties in the past where they invited the whole Regatta Point community. He would like to have control

of it. He was willing to work with the immediate community of Regatta Point but not all of Halifax.

An individual questioned whether the interior design has been determined. It was indicated they have plans available for viewing showing the layout.

Mr. Skerry indicated there would be ceramic tile in the kitchen and bathroom. There would be hardwood or laminate flooring in all rooms except for the bedroom. The hallway is usually carpet.

Mr. Chedrawe noted one of the concerns he heard was that this development would increase what they charge for rent. What they do here will not affect the tenants rent. The things that could affect the rent would be an increase in the cost of oil and property taxes.

Adjournment

The meeting adjourned at approximately 8:30 p.m.