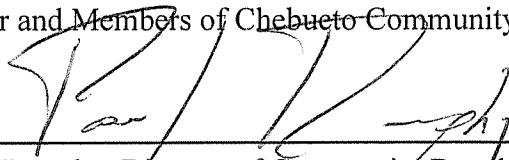




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
December 7, 2009

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: November 23, 2009

SUBJECT: **Case 01304: Stage I Development Agreement – Clayton Park West Phase 5 – Halifax Water Lands**

ORIGIN

Application by Clayton Developments Limited.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Move Notice of Motion to consider the Stage I Development Agreement for Clayton Park West Phase 5, presented as Attachment A to this report, and schedule a public hearing;
2. Approve the Stage I Development Agreement for Clayton Park West Phase 5, presented as Attachment A to this report, to allow for the primary design and planning of a mixed commercial / residential development on the Clayton Park West Phase 5 Lands, Halifax;
3. Require the agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

EXECUTIVE SUMMARY

This development agreement is to allow for the primary design and planning of a significant portion of the last remaining undeveloped bulk lands in the Mainland North area of Halifax. The project will facilitate the construction of a new collector street which will link Regency Park Drive in the Mount Royale subdivision to Washmill Lake Court in the Bayers Lake Business Park via an underpass crossing Highway 102. When complete, this street will provide a third point of access to the business park. The Municipality and the Developer will each be responsible for constructing portions of the street.

The proposal will allow the area to be developed with mixed commercial, residential, institutional and park uses. Other lands, to be retained in the ownership of Halifax Water, will not be developed other than for municipal water utility purposes. This report provides further detail concerning the project and outlines the staged approval process which is to follow.

BACKGROUND

Location

The subject lands are generally vacant and tree-covered, and comprise a total of 80.37 acres. A portion of PID 41177387 currently houses a water reservoir used by Halifax Water, which is accounted for in the proposal. The subject lands are bounded to the west by Highway 102, to the north by Clayton Park West Phase 4J, to the east by lands owned by CJCH Limited and Airway Broadcasting Company Limited, and to the south by lands owned by Halifax Water.

Designation and Zoning

The subject lands are designated Residential Environments on Map 9 - Generalized Future Land Use in the Halifax Municipal Planning Strategy (MPS) and are zoned Schedule K under the Mainland Halifax Land Use By-law (LUB) (refer to Map 1). Development under Schedule K requires a two stage approval by Council. The first stage involves a public information meeting, a public hearing, and Council approval for a Stage I development agreement containing a concept plan. Stage II requires more detailed plans and development agreements for individual phases, which must be consistent with the Stage I agreement. Neither a public information meeting nor a public hearing is required prior to a Council decision on a Stage II development agreement.

Enabling Policy

Policies 2.1 and 2.4 of Section 2 - City-wide Objectives and Policies and the Implementation policies related to Schedule K are pertinent to this application. The applicable sections of the Halifax MPS and LUB are provided in Attachment B.

Proposal

The applicant has applied for a Stage I development agreement to allow for the primary design and planning of a mixed commercial / residential development. The concept plan is attached to the proposed development agreement (Attachment A) as Schedule B. Four blocks of land are

slated for development, including residential, commercial and institutional uses. Of the remaining blocks, one will be deeded to the Municipality as open space, and three will remain the lands of Halifax Water.

DISCUSSION

A review of this proposal in relation to the pertinent MPS policy criteria and other matters related to this application is provided below.

Land Use

The Schedule K zone states that lands are to be developed as:

“primarily residential, and an emphasis shall be placed on a mix of housing types; shall include provision for local commercial uses that are intended to serve the residents of the immediate area, and community facilities for the use of residents in the immediate area; and shall include provision for automobile, transit, and pedestrian circulation; and an emphasis on conservation of natural environment features including lakes and waterways, mature trees, and natural topographic features.”

The Stage I development agreement proposes a mix of uses. Townhouses and multiple unit dwellings are required, as well as either minor commercial uses or institutional uses. Open space will be deeded to the Municipality, and a trail network will connect the subject lands to existing HRM parkland on Greenpark Close.

Density

Undertaken for the former City of Halifax, the Mainland North Servicing Strategy (June 1982) established allowable densities for the Mainland North area. The density for the lands north of Main Avenue was determined to be 30 persons per acre (ppa). Development within the study area for the Mainland North Servicing Strategy has adhered to the allotted densities.

Generally, the subject lands are permitted a maximum density of 30 ppa, however, three parcels (PIDs 41072075, 41072067 and 41093071) within the subject lands are already covered by Stage I and Stage II development agreements from Clayton Park West Phase 4J. If this application is approved, those agreements will be discharged and any remaining density will be included in the proposed Stage I development agreement:

- PIDs 41072075 and 41072067 have no density remaining.
- 110 Greenpark Close (PID 41093071) has 189 persons remaining.

Additional density for this project comes from the Halifax Water lands which will not be used for development purposes. In total, the Stage I development agreement limits density on the subject lands to 1866 persons. Density will be tracked with each Stage II development agreement and building permit application.

Street Patterns and Traffic Impact

This proposal is based on a new public street linking Washmill Lake Court in Bayers Lake Business Park with Regency Park Drive in Mount Royale. This public street will be a collector street which will provide a third point of access to Bayers Lake Park by means of an underpass crossing Highway #102. The need for this connection was identified through a 2002 traffic study undertaken by the Municipality and NS Transportation and Infrastructure Renewal.

The Municipality and the applicant will each construct part of the new street, the details of which are outlined in the Purchase and Sale Agreement and are briefly referenced in the attached development agreement. It should be noted that the eventual connection of Regency Park Drive in Mount Royale with Regency Park Drive in Clayton Park West will not be completed as part of this development.

Traffic impacts of the development are not expected to be significant, since existing road networks are designed to accommodate substantial volumes of traffic. A Traffic Impact Study by Atlantic Road and Traffic Management, dated July 2009, looks at development on Greenpark Close (shown as Block A on Schedule B) and on Washmill Extension (shown as Blocks B through D on Schedule B). It shows that traffic generated by the development will not be significant when compared to existing traffic conditions.

Environmental and Servicing Issues

As part of the review process for Stage II development agreements, any proposal that may impact a watercourse will be sent to the Halifax Watershed Advisory Board for their review and recommendations. Preparation and implementation of a Site Disturbance Plan, an Erosion and Sedimentation Control Plan, and a Subdivision Grading Plan are also requirements of the proposed development agreement.

Additionally, any disturbance of possible sulphide bearing material (Halifax slates) must be undertaken in accordance with the Department of Environment and Labour requirements.

Open Space

The proposal includes a Community Park, which will connect from Washmill Extension to the existing HRM parkland on Greenpark Close. The applicant will provide a secondary trail which will connect to a public trail at the rear of 247 Regency Park Drive. This will satisfy the park dedication. Minimum requirements for the parkland are included in the Stage I development agreement.

Radio Frequency Emission Issues

The subject lands are in close proximity to CBC licensed transmitter facilities on Geizer Hill. These facilities predate residential development occurring in the area.

The federal government (Industry Canada) is responsible for the management of the radio frequency spectrum and for the licensing of transmission facilities. Authorized by the Minister of Health, the Health Protection Branch of the Environmental Health Directorate has published

“Limits of Human Exposure to Radiofrequency Electromagnetic Fields in the Frequency Range from 3 kHz to 300 Ghz” (known as *Safety Code 6*), which establishes safe exposure levels for humans. Industry Canada is responsible for ensuring that the radio frequency (RF) emission levels do not exceed the *Safety Code 6* requirements. It is not the responsibility of any municipality to enforce federal laws.

There are a number of issues associated with proximity to a radio-television transmission tower. As such, the Stage I development requires, for each Stage II application which proposes a multiple unit dwelling on Blocks B, C and D, that Letters of Confirmation be prepared by an expert in Radio Frequency emissions and mitigation. The Letter will have to verify that the proposed development:

- Complies with the *Safety Code 6* requirements;
- Does not interfere with the line of sight requirements; and
- Includes appropriate mitigation methods, to address issues such as disruption of cellular telephone coverage, the impact on personal medical devices and other electronic devices, and the ability of emergency services to carry out their duties should the need arise

The proposed development is consistent with the applicable policy framework for this area of Mainland North as there are no policies which would enable Council to refuse the Stage I development agreement as a result of any concerns related to radio frequency emissions.

Public Participation/Area of Notification

A public information meeting (PIM) for the proposed development was held on September 21, 2009. The minutes for the PIM are included as Attachment C. In response to comments raised by the public, clarifications from staff and the applicant included:

- If this application is approved, Greenpark Close will remain a cul-de-sac.
- The first development would be Block A, accessed from Greenpark Close, followed by construction of Washmill Extension.
- Density is allocated at 30 persons per acre, which municipal services can accommodate.

Should Council decide to schedule a public hearing, property owners within the notification area shown on Map 1 and persons who registered at the PIM will be notified of the hearing by mail. Public notices will also be posted in the local newspaper and on the HRM website.

Legal review

Consistent with Chebucto Community Council’s motion of October 5, 2009, the proposed Stage I development agreement has been reviewed by HRM’s Legal department and the content of the agreement has been approved.

Conclusion

Staff is satisfied that the proposed development is consistent with the policies and intent of the Halifax MPS. The terms of the proposed Stage I development agreement address the major issues related to the development of the subject property, with the exception of additional, site-specific information regarding radiofrequency emissions. A greater level of detail in all respects will be provided by the Developer in applications for Stage II development agreements.

BUDGET IMPLICATIONS

The proposed development includes a new public street connecting Washmill Lake Court in Bayers Lake Business Park to Regency Park Drive in Mount Royale. The Municipality is responsible for construction of the underpass and street connections from the existing Washmill Lake Court while the portion of the street extending from Regency Park Drive will be constructed by the Developer. This project is included in the Proposed 2010/2011 Capital Budget submission. As long as the underpass is substantially complete by the spring of 2011, the Municipality will be reimbursed for two thirds of its cost through provincial and federal stimulus funding.

Aside from the road construction, there are no budget implications for the Municipality as a result of the proposed development. 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. Council may choose to approve the attached Stage I Development Agreement. This is the recommended approach.
2. Council may choose to propose modifications to the Stage I Development Agreement, prior to holding a public hearing. Such modifications may require further negotiations with the developer.
3. Council may refuse to enter into the Stage I Development Agreement. This is not recommended as the agreement complies with the policies of the Halifax Municipal Planning Strategy. In accordance with the Schedule K requirements of the Land Use By-law for Halifax Mainland, Community Council would be required to "notify the applicant of the objectionable features of the final plan".

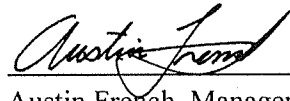
ATTACHMENTS

Map 1	Location and Zoning
Attachment A	Stage I Development Agreement
Attachment B	Excerpt of Relevant Policies and Land Use By-law Sections
Attachment C	Public Information Meeting – Minutes from September 21, 2009

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: Paul Sampson, Planner I, 490-6259

Report Approved by:





Austin French, Manager of Planning Services, 490-6717



Map 1 - Location and Zoning

Greenpark Close area
Halifax

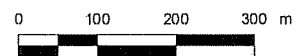
-  Subject area
-  Area of notification

Halifax Mainland
Land Use By-Law Area

Zone

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-4 Multiple Dwelling
- C-2 General Business
- I-2 Radio Transmitter
- I-3 General Industrial
- K Schedule K
- P Park and Institutional

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES



This map 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.

ATTACHMENT A

THIS STAGE I DEVELOPMENT AGREEMENT made this ____ day of _____, 2010,

BETWEEN:

CLAYTON DEVELOPMENTS LIMITED, and
SHAW GROUP LIMITED
two bodies corporate, in the Province of Nova Scotia

OF THE FIRST PART

- and -

HALIFAX REGIONAL WATER COMMISSION,
a body corporate, in the Province of Nova Scotia
(hereinafter called "Halifax Water")

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 undeveloped lands to the south of Blocks GP04, GP05 and GP06 Greenpark Close (being Lot 7C, currently identified as PID 41072075; and a parcel currently identified as PID 41072067), Halifax, which said lands are more particularly described in Schedule A to this Agreement (hereinafter called the "Clayton Lands"); and

AND WHEREAS Halifax Water is the registered owner of certain undeveloped lands to the south of Regency Park Drive and Main Avenue on Geizer Hill Road (being Lot 7D, currently identified as PID 41294133; a parcel currently identified as PID 41177379; a parcel currently identified as PID 41177387 and a parcel currently identified as PID 41085978), Halifax, which said lands are more particularly described in Schedule A to this Agreement (hereinafter called the "Halifax Water Lands");

AND WHEREAS the Municipality is the registered owner of certain undeveloped lands at 110 Greenpark Close (being Block GP04, currently identified as PID 41093071) and to the south of Regency Park Drive and Main Avenue on Geizer Hill Road (being Parcel R-2, currently identified as PID 40576761), Halifax, which said lands are more particularly described in Schedule A to this Agreement (hereinafter called the "Municipal Lands");

AND WHEREAS the Clayton Lands, the Halifax Water Lands and the Municipal Lands between Highway 102 and Regency Park Drive, Halifax, which said lands are more particularly described in Schedule A to this Agreement, will be developed in concert as Clayton Park West Phase 5 (hereinafter called the "Lands");

AND WHEREAS the Developer, the Municipality and Halifax Water are in the process of entering into Agreements of Purchase and Sale which will redistribute portions of the Clayton Park West Phase 5 Lands among the three parties with the understanding that the Developer will seek approval through the Chebucto Community Council of Halifax Regional Municipality for a Stage I Development Agreement for a mixed commercial / residential development for the entirety of the Clayton Park West Phase 5 Lands;

AND WHEREAS the Developer, with the understanding of the other parties to this Agreement, has requested that the Municipality enter into a Stage I Development Agreement to allow for the primary design and planning of a mixed commercial / residential development on the Clayton Park West Phase 5 Lands and that the Municipality discharge the previous Stage I agreement which applies to a portion of the Lands (Municipal Case #00399) pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the Policy 3.3 of the Halifax Municipal Planning Strategy and Section 68 of the Land Use By-law for Mainland Halifax;

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on _____, 2010, referenced as Municipal Case Number 01304, and at the same meeting, approved the discharge of that portion of the existing Stage I development agreement as it applies to Block GP-04 (PID# 41093071), Lot 7C 9 (PID# 41072075) and a parcel currently identified as PID 41072067 and filed in the Registry of Deeds in Book No. 6999, Pages 1222-1232, said discharge to take effect upon the registration of this agreement;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

1.2.1 Except as otherwise provided for herein, the development, 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 and the Regional Subdivision By-law to the extent varied by this Agreement or any subsequent Stage II Development Agreement for the Lands), or any statute or regulation of the Provincial or Federal government, and the Developer or lot owner agrees 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 and the Regional Subdivision By-law to the extent varied by this Agreement or any subsequent Stage II Development Agreement for the Lands) 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

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

2.1.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and the Regional Subdivision By-law.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 The Developer shall not develop or use the Clayton Park West Phase 5 Lands for any purpose other than a mixed commercial / residential development with public open space, 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	Concept Plan and Land Use / Density Table
Schedule C	Architectural Guidelines
Schedule D	Conceptual Subdivision Plan, Block A

3.1.2 The Parties agree that Schedule B 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 Agreement.

3.1.3 Development permits shall only be granted for the Lands after approval of Stage II Development Agreements by Chebucto 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) Multiple unit dwellings;
- (b) Townhouses;
- (c) Minor commercial uses permitted in the C-2A zone;
- (d) Institutions permitted in the P zone;
- (e) Parkland/ Open space uses;
- (f) Municipal water utilities;
- (g) Accessory uses to the foregoing.

3.3 Detailed Provisions For Land Use

3.3.1 Development on the Lands shall be in conformance with Schedule B.

3.3.2 In total, the combined Stage II Development Agreements for Blocks A, B, C and D shall include at least three types of land uses from the following list:

- (a) Multiple unit dwellings;
- (b) Townhouses;
- (c) Minor commercial uses; and
- (d) Institutional uses.

3.3.3 A minimum of 35 townhouse units shall be included as part of the Stage II Development Agreement for at least one of Blocks B, C or D.

3.3.4 A minimum of 1000 square metres (10,764 square feet) of either minor commercial or institutional land uses or combination thereof shall be included as part of the Stage II Development Agreement for at least one of Blocks B, C or D.

3.3.5 Block E will remain the lands of Halifax Water and is not for development. Development density from Block E has been re-allocated to Blocks A through D.

3.3.6 Block F will remain the lands of Halifax Water for municipal water utilities. Development density from Block F has been re-allocated to Blocks A through D.

3.3.7 Block G will be deeded to the Municipality for public open space. Development density from Block G has been re-allocated to Blocks A through D.

3.3.8 Block H will remain the lands of the Municipality and is not for development. Development density from Block H has been re-allocated to Blocks A through D.

3.3.9 Block A may be subdivided into two parcels so that each resultant parcel has frontage on Greenpark Close, as generally shown on Schedule D, notwithstanding that the resultant parcels will not comply with the lot frontage requirements of the Land Use By-law. The subdivision may take place prior to Stage II approval.

3.4 Density

3.4.1 Development density on the Lands shall not exceed 1866 persons, based on a maximum of 30 persons per acre.

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

- (a) 1 person for each bachelor unit;
- (b) 2 persons for each one-bedroom unit;
- (c) 2.25 persons for each other apartment-style unit; and
- (d) 3.35 persons for each townhouse unit.

3.4.3 For the purposes of calculating density, one bedroom plus den units shall be considered to be the same as one-bedroom units.

3.4.4 Individual Stage II Development Agreements may develop at higher densities than 30 persons per acre, provided that the overall limit of 1866 persons as specified in Section 3.4.1 is not exceeded.

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

3.5 Phasing and Collector Street

3.5.1 (a) The first phase of development shall include the subdivision of Block A with access from Greenpark Close as generally shown on Schedule D.

- (b) The parties agree to design and construct a public collector street referred to as 'Washmill Extension' in this Agreement whereby (as is further detailed in the Purchase and Sale Agreement for the subject lands):
 - (i) The Municipality shall design and construct the street from Washmill Lake Court in Bayers Lake Business Park to Point X, as shown on Schedule B, including the underpass crossing Highway 102; and
 - (ii) The Developer shall design and construct the street from Regency Park Drive in the Mount Royale Subdivision to Point X, as shown on Schedule B.

- (c) Construction of the Developer's portion of the street shall be co-ordinated with the construction of the Municipality's portion of the street to the satisfaction of the Development Engineer.
- (d) Street construction shall include the installation of any primary or secondary services required to be constructed at the same time as the public street by either the Municipality or Halifax Water.

3.5.2 Notwithstanding Section 3.5.1(a), after approval of this Stage I Development Agreement, and prior to or at the time of entering into a Stage II Development Agreement for Block A, all previous Stage II and amending agreements covering Block A shall be discharged from the property.

3.5.3 The second phase of development shall include:

- (a) Stage II Development Agreements for Blocks B, C and D; and
- (b) Public infrastructure required in conjunction with the Stage II Development Agreements for Blocks B, C or D.

3.5.4 The following items shall be specifically addressed in the relevant Stage II Development Agreement:

- (a) The first Stage II Development Agreement for any of Blocks B, C or D shall address the construction of a booster pump to Halifax Water's specifications.
- (b) The Stage II Development Agreement for Block B shall address:
 - (i) As detailed in Section 3.7 of this Agreement, development of Block G to HRM Parkland Planning's specifications.
 - (ii) The construction of a secondary trail linking Block G to the existing HRM parkland on Greenpark Close, as required by the Stage I and Stage II Development Agreements for 247 Regency Park Drive, and as detailed in Section 3.7 of this Agreement.
 - (iii) The construction of infrastructure across Block B to the north to Halifax Water's specifications.
- (c) The Stage II Development Agreement for Block D shall address current plans for expansion of Highway 102 by the Nova Scotia Department of Transportation and Infrastructure Renewal.

3.5.5 Site preparation for each phase or portion thereof shall not occur until a Stage II Development Agreement has been approved and registered, with the specific exception of any site preparation required for the construction of Washmill Extension.

3.5.6 All of the parties agree to allow each of the other parties to this Agreement, or their contractors, to access their respective lands for the purposes of constructing Washmill Extension.

3.5.7 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.

3.5.8 No occupancy permit shall be issued until all pertinent infrastructure applicable to the Lands is complete, subject to the appropriate sections of the applicable Stage I and Stage II Development Agreements.

3.6 Subdivision of the Lands

3.6.1 Subdivision applications shall be submitted to the Development Officer in accordance with the concept plan presented as Schedule B, and the Development Officer shall grant subdivision approvals for the phase or block for which approval is sought subject to and in accordance with the terms of this Agreement, any Stage II Development Agreements and the Regional Subdivision By-law, with the exception that the lot frontage requirements may be reduced to allow for the subdivision of Block A, pursuant to Section 3.3.9.

3.7 Park Dedication

3.7.1 Upon approval and registration of a Stage II Development Agreement for Block B, the Developer shall convey the Park Dedication in the form of Land, as generally shown on Schedule B, to the Municipality.

3.7.2 The Developer shall convey to the Municipality a community park as generally shown on Schedule B as Block G. These lands together with the secondary trail as per Section 3.7.5 shall satisfy the park dedication required for this development.

3.7.3 The community park shall be useable land free of encumbrances as defined in the Regional Subdivision By-law, unless specifically agreed to in writing by the Development Officer in consultation with the Parkland Planner.

3.7.4 The Developer shall not undertake any work or otherwise disturb any area of proposed parkland until a Park Site Development Plan for the trail, prepared at the Developer's expense, is approved by the Development Officer in consultation with the Parkland Planner.

3.7.5 The Developer shall design and construct a six foot wide secondary trail system in the community park, as conceptually shown on Schedule B, which shall connect to the public

trail at the rear of 247 Regency Park Drive to join the existing HRM parkland on Greenpark Close.

3.8 Architectural Guidelines

3.8.1 Building plans included in any Stage II Development Agreement for Blocks A through D inclusive shall meet the intent and any specific requirements of the Architectural Guidelines included as Schedule C.

3.9 Stage II Development Agreements

3.9.1 In addition to the information required by Section 68 of the Halifax Mainland Land Use By-law, the following information, at a minimum and as deemed appropriate by the Municipality, shall be submitted with any application for a Stage II Development Agreement:

- (a) density tracking calculations;
- (b) site plans showing building footprints, lot coverage, setbacks, and land use buffers with their dimensions and specifications;
- (c) proposed building plans and elevations, showing exterior appearance 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 street trees, 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) vehicular access and egress points, parking area layout, number of parking spaces and driveway widths and radii;
- (i) with the application for a Stage II Development Agreement for Block B, a park site development plan for the trail;
- (j) municipal services including but not limited to schematic plans for sanitary sewer, storm sewer and water supply, required easements (including location, size and purpose), utilities (including power, gas, propane, lighting, etc.) and street designs;
- (k) site disturbance plan and preliminary grading plan; and
- (l) environmental protection information, including pyritic slate issues, preliminary site drainage plan, preliminary erosion and sediment control plans and preliminary stormwater management plans.

3.9.2 Where multiple unit dwellings are proposed on Blocks B, C and D, the Developer shall provide with every Stage II Application, a Letter of Confirmation prepared by an expert in Radio Frequency emissions and mitigation which verifies that the proposed buildings comply with the Safety Code 6 guidelines of Health Canada and do not interfere with the line of sight requirements. The letter shall describe the specific areas of concern as applicable and identify, in detail, mitigation methods proposed for the buildings and the site which will address issues such as disruption of cellular telephone coverage, the impact on personal medical devices and other electronic devices, and the ability of emergency services to carry out their duties should the need arise.

3.9.3 As part of the review process for Stage II development agreements, any proposal that may impact a watercourse will be sent to the Halifax Watershed Advisory Board for their review and recommendations.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All construction shall satisfy HRM Municipal Service Systems (MSS) 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

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

4.4 Site Preparation in a Subdivision

4.4.1 The Developer shall not commence clearing, excavation and blasting activities required for the installation of municipal services and road construction in association with a development prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer

4.5 Streets

4.5.1 The street network shall be developed as generally shown on Schedule B. All street construction shall satisfy Municipal Service Systems Specifications 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 B, provided the modifications serve to maintain or enhance the intent of this Agreement and the Agreement of Purchase and Sale between the three parties to this Agreement.

4.6 Municipal Services

4.6.1 The water distribution system shall conform with all design and construction requirements of Halifax Water.

4.6.2 The sanitary sewer system shall conform with all design and construction standards of the HRM Municipal Service Systems (MSS) Guidelines, unless otherwise acceptable to Halifax Water and the Development Engineer.

4.6.3 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 HRM and other approval agencies, except as provided herein.

4.6.4 All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer, except where agreed otherwise and outlined in the Agreement of Purchase and Sale between the three parties to this Agreement.

4.7 Solid Waste Facilities

4.7.1 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.

4.7 Blasting

4.7.1 All blasting shall be in accordance to By-law B-300 (Blasting By-Law) as amended from time to time.

4.7.2 No blasting activities shall occur within 100 feet of any Halifax Regional Water Commission reservoir structure or large diameter water main.

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.

5.1.2 In general, these plans will be completed as part of the Stage II Development Agreement, unless any site work is required on the Lands for construction of Washmill Extension and associated services.

5.2 Stormwater Management System

5.2.1 The Developer agrees to construct at his own expense the Stormwater Management System pursuant to Subsection 5.1.1(c). 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

5.3.1 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.

5.4 Potential of acid-bearing slates

5.4.1 If development of the Lands (including parkland, if applicable) may involve the disturbance of potentially sulphide bearing material (Halifax Slates) exceeding 500 cubic meters, the Developer shall comply with the requirements of Nova Scotia Environment, which include an initial screening of the bedrock on the site to be performed in accordance with the sulphite bearing material disposal regulations.

PART 6: AMENDMENTS

6.1 Substantive Amendments

6.1.1 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

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

- (a) Changes to the proposed road network;
- (b) Changes to the proposed phasing, provided that the needs of the Municipality and Halifax Water with regard to infrastructure are met;
- (c) Changes to the proposed mix of land uses, provided that at least three land uses are provided over Blocks A through D inclusive;
- (d) Changes to the proposed open space;
- (e) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (f) 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

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

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the parties 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 two (2) 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 acceptance of a street by the Municipality, 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, 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 ten (10) 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

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

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer fourteen 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.

WITNESS that this Stage I Development Agreement, made in quadruplicate, was properly executed by the respective Parties on this ____ day of _____, 2010.

SIGNED, SEALED AND DELIVERED
in the presence of

) CLAYTON DEVELOPMENTS LIMITED/
) SHAW GROUP LIMITED
)
)
) Per: _____
)

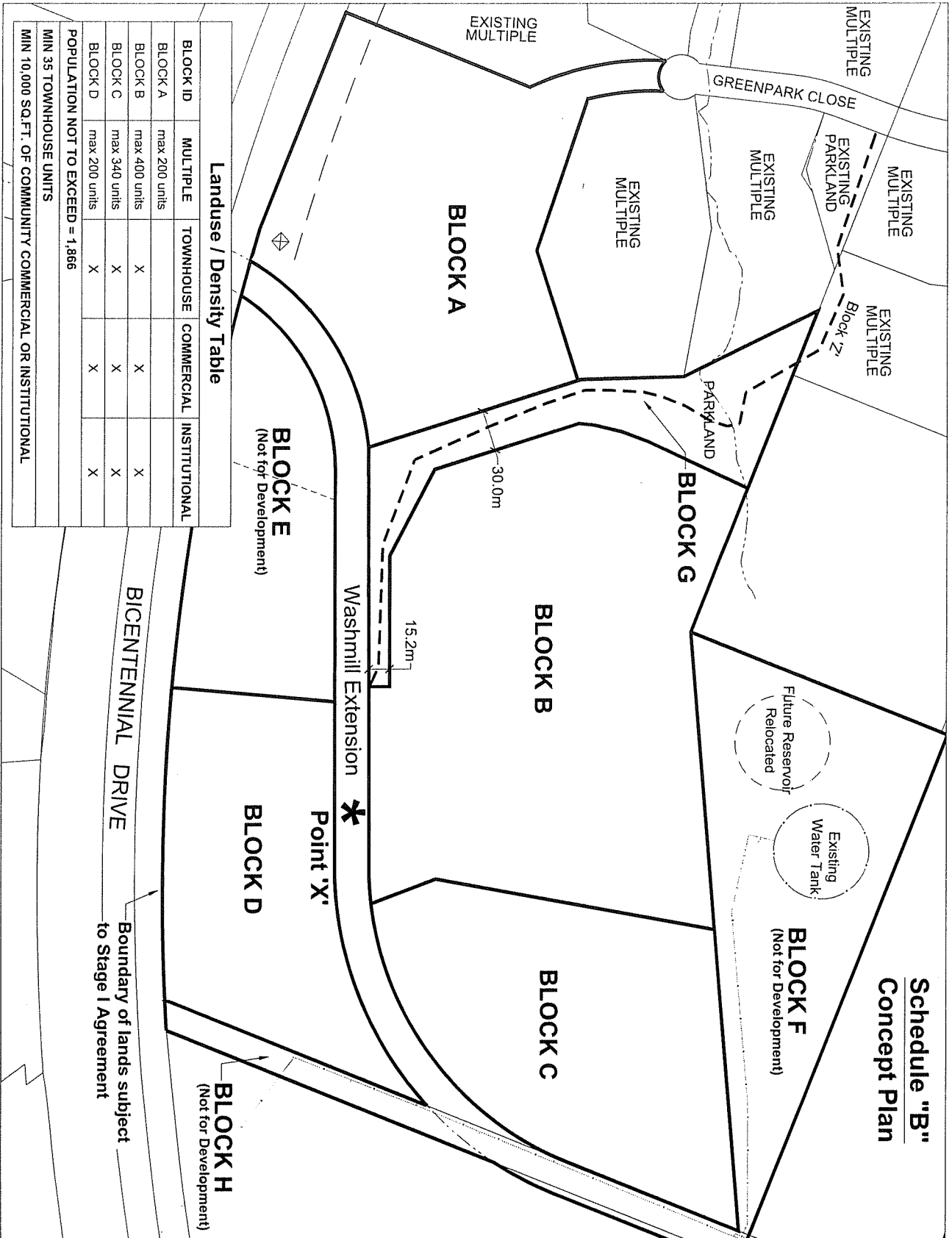
SIGNED, SEALED AND DELIVERED
in the presence of

) HALIFAX REGIONAL WATER
) COMMISSION
)
)
) Per: _____
)

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

)
)
) _____
) HALIFAX REGIONAL MUNICIPALITY
) Per: _____
) MAYOR
)
) Per: _____
) MUNICIPAL CLERK

Schedule "B" Concept Plan



Landuse / Density Table

BLOCK ID	MULTIPLE	TOWNHOUSE	COMMERCIAL	INSTITUTIONAL
BLOCK A	max 200 units			
BLOCK B	max 400 units	X	X	X
BLOCK C	max 340 units	X	X	X
BLOCK D	max 200 units	X	X	X

POPULATION NOT TO EXCEED = 1,866

MIN 35 TOWNHOUSE UNITS

MIN 10,000 SQ.FT. OF COMMUNITY COMMERCIAL OR INSTITUTIONAL

**Schedule C:
Architectural and Site Planning Guidelines**

Part 1: Height, Facades and Articulation

- 1.1 The maximum height of any building shall not exceed 12 storeys above average grade, not including mechanical penthouses or enclosed amenity space.
- 1.2 The main facade should be oriented to the street or to the driveway, if the driveway functions as a street.
- 1.3 Street facing facades should have the highest design quality; however, all publicly viewed facades should have a consistent and high quality design expression.
- 1.4 To ensure breaks in the facade, buildings over 4 storeys should, where possible, be designed to have a lower and an upper portion through the use of setbacks, extrusions, textures, materials, detailing, etc.:
 - (a) Lower Portion: Within the first two to four storeys (depending on the overall height of the building), a base should be clearly defined and positively contribute to the quality of the development through transparency, articulation and material quality.
 - (b) Upper Portion: The upper portion of the building should be distinguished from the lower portion, and should contribute to the physical and visual quality of the overall community.
- 1.5 Large blank or unadorned walls are not permitted.
- 1.6 For commercial or institutional buildings, all publicly viewed facades over a certain length (approximately 15 metres) in length shall have the appearance of two or more buildings by altering the appearance of the facade and/or roof, in increments of a reasonable length (approximately 15 metres).

Part 2: Entrances, Doors and Windows

- 2.1 At least one main entrance should be oriented to the street or to the driveway, if the driveway functions as a street.
- 2.2 All main entrances to the building should 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.

- 2.3 All main entrances to the building should be covered with a canopy, awning, recess or similar device to provide pedestrian weather protection.
- 2.4 Service or delivery entrances should be integrated into the design of the building and should not be a predominate feature.
- 2.5 Doors should be selected to complement the architectural design of the building and to satisfy functional and climatic issues.
- 2.6 Windows should be selected to complement the architectural design of the building and to satisfy functional and climatic issues. Window placement, size and proportion should be consistent with the architectural design of the building.
- 2.7 All publicly viewed facades shall have windows.

Part 3: Roofs

- 3.1 The roof should be designed to include architectural elements that provide visual interest. The street-side design treatment of a parapet should be carried over to the back side of the parapet for a complete, finished look where they will be visible from other buildings and other high vantage points.
- 3.2 All rooftop mechanical equipment shall be screened from view by integrating it into the architectural design of the building. Mechanical penthouses and elevator and stairway head-houses should be incorporated into a single well-designed roof top structure.
- 3.3 The roof pitch should be consistent with the building architectural style.
- 3.4 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.
- 3.5 Where exposed roof surface areas are large, design elements should 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.

Part 4: Materials

- 4.1 Building materials should be chosen for their functional and aesthetic quality, and exterior finishes should exhibit quality of workmanship, sustainability and ease of maintenance.
- 4.2 Permitted materials include, but are not limited to, natural stone, brick, manufactured stone (masonry application), split-faced concrete block masonry, cement based stucco system,

EIFS/acrylic stucco system, prefinished metal, aluminum shingles, wood shingles, wood siding, glass, the limited use of vinyl siding, or the limited use of cement-board siding.

- 4.3 The scale of the material should be consistent with the scale of the building.
- 4.4 A minimum of two major exterior cladding materials, excluding fenestration, are required for any publicly viewed facade. The proportions of each material should be sensitively designed.
 - (a) In the case of most materials, except for vinyl siding or cement board siding, the use of two discernable colours, two discernable textures, or combinations thereof of the same material are acceptable as meeting the requirements.
 - (b) In the case of vinyl siding or cement board siding, consideration will be given to two different material patterns in a case where a relatively smaller proportion (greater than 25% of each facade) of a third material is used. For example, it would be acceptable if publicly viewed facades were proposed to contain 3 materials: 25% stone and 75% vinyl siding of two colours or patterns.
- 4.5 Materials used for the main facade should be carried around the building where other facades are publicly viewed. Changes in material should not occur at building corners.
- 4.6 For multiple unit dwellings, commercial or institutional uses, 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.
- 4.7 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.
- 4.8 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements should 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.
- 4.9 For commercial or institutional uses, accessory buildings should be treated similar to the principal buildings on the same site.

Part 5: Parking and Circulation

- 5.1 Where surface parking is provided for multiple unit dwellings, commercial or institutional uses:
 - (a) Surface parking lots should, where possible, be located out of the public view.
 - (b) Surface parking should be broken up into moderately sized lots, of between approximately 40 to 60 parking spaces.

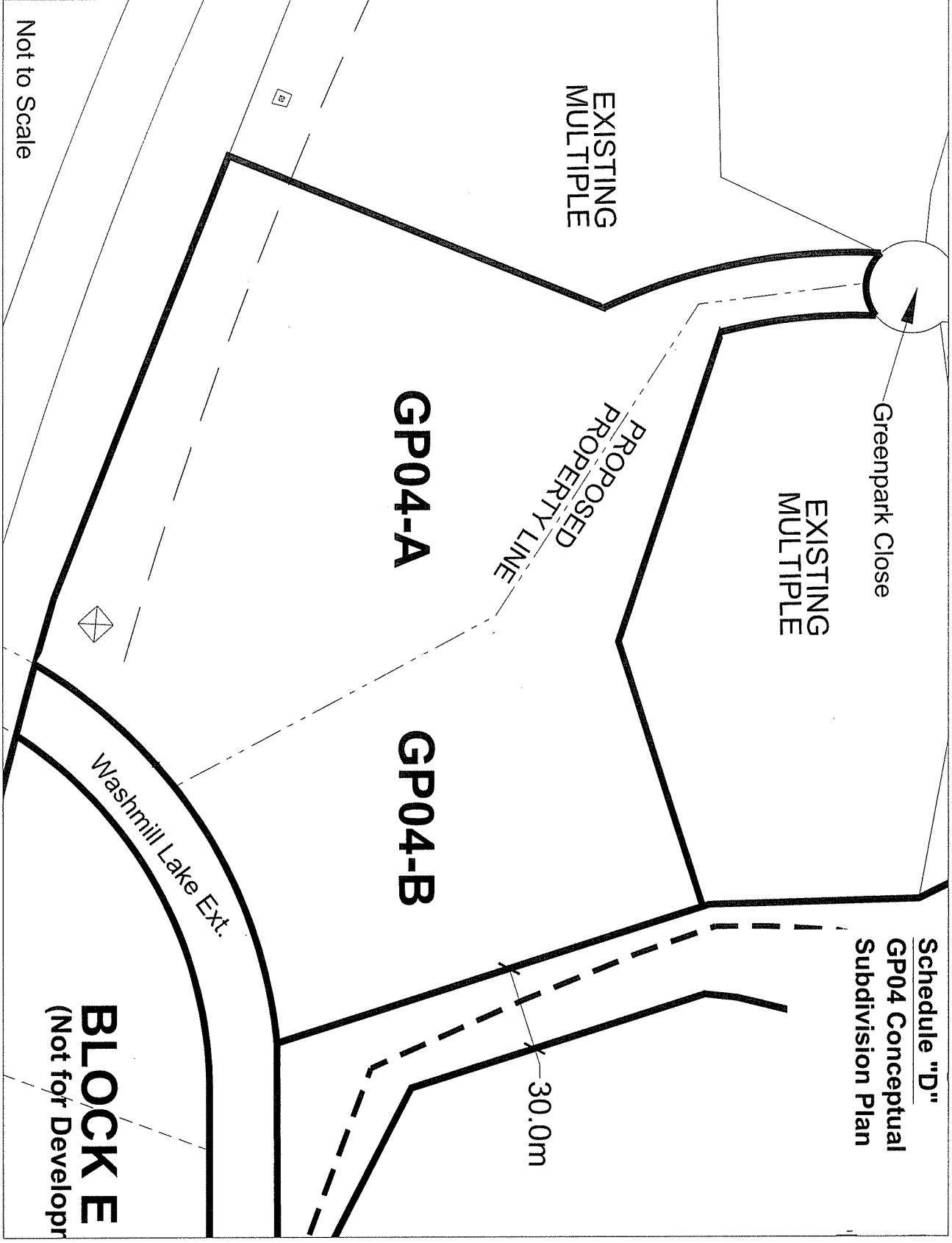
- (c) Surface parking lots shall be designed to include internal landscaping or hardscaping on islands at the ends of each parking aisle, clearly marked pedestrian access and paths, pedestrian-oriented lighting, and be concealed with low maintenance landscaped buffers or other mitigating design measures.
 - (d) Surface parking should be designed according to the principles of CPTED (Community Protection Through Environmental Design).
- 5.2 Where service, storage, utility or loading areas are required for multiple unit dwellings, commercial or institutional uses, they should 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.

Part 6: Townhouses

In addition to the previous Sections of these Architectural Guidelines, the following also applies to townhouses.

- 6.1 Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- 6.2 Architectural treatment shall be continued around the sides of the building.
- 6.3 Vinyl siding may be utilized to a maximum of forty percent (40%) on front elevations. Vinyl siding may be permitted along the side and rear of the units.
- 6.4 Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping if located in side yard.
- 6.5 Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
- 6.6 Any exposed lumber on the front facade of any townhouse shall be painted, stained or clad in metal or vinyl.
- 6.7 Any exposed foundation in excess of 1 metre (3.28 feet) in height shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent.
- 6.8 Buildings should be oriented with the main entrance facing a public street where possible.

- 6.9 Blank endwalls shall be avoided by means such as, but not limited to, the location of the front door on the side wall of corner units, windows, or architectural detailing.
- 6.10 Private exterior space, such as porches, balconies, patios or roof terraces, should be provided for each individual unit.



Greenpark Close

EXISTING MULTIPLE

EXISTING MULTIPLE

PROPOSED PROPERTY LINE

GP04-A

GP04-B

Washmill Lake Ext.

30.0m

Schedule "D"
GP04 Conceptual
Subdivision Plan

BLOCK E
(Not for Development)

Not to Scale

**Attachment B:
Excerpt of Relevant Policies and Land Use By-law Sections**

Halifax Municipal Planning Strategy

Section II – City-Wide Objectives and Policies

Residential Environments

Objective The provision and maintenance of diverse and high quality housing in adequate amounts, in safe residential environments, at prices which residents can afford.

2.1 Residential development to accommodate future growth in the City should occur both on the Peninsula and on the Mainland, and should be related to the adequacy of existing or presently budgeted services.

2.1.2 On the Mainland, residential development should be encouraged to create sound neighbourhoods through the application of a planned unit development process and this shall be accomplished by Implementation Policy 3.3. It is the intention of the City to prepare and adopt a planned unit development zone subsequent to the adoption of this Plan.

2.4 Because the differences between residential areas contribute to the richness of Halifax as a city, and because different neighbourhoods exhibit different characteristics through such things as their location, scale, and housing age and type, and in order to promote neighbourhood stability and to ensure different types of residential areas and a variety of choices for its citizens, the City encourages the retention of the existing residential character of predominantly stable neighbourhoods, and will seek to ensure that any change it can control will be compatible with these neighbourhoods.

Implementation Policies

Zoning

3.1.1 The City shall review all applications to amend the zoning by-laws or the zoning map in such areas for conformity with the policies of this Plan with particular regard in residential areas to Section II, Policy 2.4.

3.3 For the residentially designated undeveloped areas of Mainland North, the City shall, pursuant to Section 38(2)(p) of the Planning Act, establish such development regulations as are necessary to implement the policies of this Plan.

- 3.3.1 Further to Policy 3.3 above, these areas shall be identified on the zoning map and within such areas no development permit shall be issued unless the proposed development has been approved by a resolution of Council, and further, except under an agreement with Council pursuant to Section 34(1) of the Planning Act.
- 3.3.2 Further to Policy 3.3.1 above, the purpose for which land within these areas is to be developed shall be primarily residential, and an emphasis shall be placed on a mix of housing types, shall include provision for local commercial uses that are intended to serve the residents of the immediate area, and shall include provision for automobile, transit and pedestrian circulation and an emphasis on conservation of natural environment features including lakes and waterways, mature trees and natural topographic features. In addition to the above, City Council may consider provision for minor commercial uses in accordance with Policy 3.1.2 in Section II, provided that such uses are consistent with the policies of this Plan, are compatible in design form and function with comprehensively planned development and with development adjacent to a comprehensively planned development, and that such uses are located in such manner as to be in accord with Policy 2.4.1 of Section II, as the principles of said policy may apply to areas of vacant land.
- 3.3.3 The City shall prepare and adopt plans for major public facilities including the location of collector roadways, schools and major community open space in the residentially designated undeveloped areas of the City.
- 3.3.4 In entering into agreements pursuant to Policy 3.3.1 above, Council shall be guided by the policies contained in Section II of this Plan, and shall not enter into agreements which are inconsistent with the policies of this Plan.
- 3.3.5 Prior to entering into any agreements pursuant to Policy 3.3.1, Council shall advertise its intention to do so and shall hold a public hearing at which time any objections shall be heard.

Halifax Mainland Land Use By-law

Schedule "K"

- 68(1) Any area of land shown as Schedule "K" shall be a Comprehensive Development District.
- 68(2) No development permit shall be issued for a development in a Schedule "K" unless the proposed development has been approved by a resolution of Council.

- 68(3)(a) The purpose for which land within a Schedule "K" area is to be developed shall be primarily residential, and an emphasis shall be placed on a mix of housing types; shall include provision for local commercial uses that are intended to serve the residents of the immediate area, and community facilities for the use of residents in the immediate area; and shall include provision for automobile, transit, and pedestrian circulation; and an emphasis on conservation of natural environment features including lakes and waterways, mature trees, and natural topographic features. In addition to the above, Council may consider provision for commercial uses in accordance with the policies of the Municipal Planning Strategy.
- 68(3)(b) Notwithstanding clause (a), pursuant to Section II, Policy 3.3 of the Municipal Development Plan, the lands designated commercial on the east of Bicentennial Drive at the Bayers Lake Interchange shall be developed primarily as a mixed commercial/residential area.
- 68(4) For greater certainty, but without limiting the general powers of Subsection 68(3) above, the following uses may be permitted;
- (a) detached one family dwellings;
 - (b) semi-detached dwellings;
 - (c) duplex dwellings;
 - (d) apartment houses
 - (e) attached houses;
 - (f) public park or playground;
 - (g) commercial uses;
 - (h) local commercial uses intended for the use of residents of the immediate area;
 - (i) a community centre;
 - (j) golf course;
 - (k) notwithstanding Section (h) above, regional scale retail uses, including large-format outlets, shall only be permitted on those lands situated at the south-east quadrant of the Lacewood Drive/Bicentennial Drive interchange.
 - (l) uses accessory to any of the foregoing uses
- 68(5) An application for a development permit in any Schedule "K" area shall be submitted in two stages, the first stage of which shall be a tentative plan that shall include the following information for the entire area of land owned by the applicant which is designated as Schedule "K":
- (a) A plan to a scale of 1" = 100', or 1" = 40', showing the following information:
 - (i) The location of the various uses and their areas;
 - (ii) Delineation of the various residential areas indicating for each such area its size and location, number of dwelling units (including

- number of bedrooms for each unit), types of dwelling units (i.e., townhouse, apartments, single family dwellings), parking layout and population density;
- (iii) The location, size, shape, and surface treatment of public and private open spaces;
 - (iv) The proposed interior roadway system and connection to existing roadways including location of bus bays;
 - (v) Topography of the area showing contour intervals of not more than five feet of elevation, as well as an indication of soil coverage of the site;
 - (vi) All existing and proposed rights-of-way and easements, either public or private, within the area;
 - (vii) Description, size and location of the proposed community cultural facilities, community centres, etc.;
 - (viii) Description, size and location of proposed local commercial uses intended for the use of residents of the immediate area;
 - (ix) The uses and ownership of land abutting the area in question;
 - (x) A key plan with a scale between 1" = 200' and 1" = 1,320' showing the location of the site in relation to the surrounding communities;
 - (xi) General indication of how the phasing and scheduling is to proceed, if phasing is intended for the project.
- (b) A plan to a scale of 1" = 100' and 1" = 40' showing an outline of the existing and proposed:
- (i) roadways, walkways, rights-of-way and easements;
 - (ii) sanitary sewer system;
 - (iii) storm sewer system;
 - (iv) water system;
 - (v) surface drainage and means of disposal of the water;
 - (vi) street and walkway lighting;
 - (vii) telecommunication system;
 - (viii) electrical distribution system.
- (c) A plan showing the overall drainage areas contributing to the flows of the area in question.
- 68(6) After holding a public hearing and considering the plan proposal submitted under Subsection 68(5), Council shall determine whether the applicant may proceed to final approval and on what conditions, if any, Council may refuse the proposal where, in the opinion of Council, the proposal is inconsistent with the purposes of Schedule "K" or Section 5 of this by-law.

- 68(7) In the event that Council does not refuse the application, the applicant shall provide:
- (a) such information as required by Sections 63 and 64 of the by-law for that portion of the proposal for which the applicant is applying for a development permit;
 - (b) such additional information (final servicing plans, survey plan, etc.) as may be required by the Development Officer;
 - (c) the terms of the proposed agreement pursuant to Subsection (8).
- 68(8) Approval by Council under Section 68(6) shall only be granted subject to the condition that the registered owner of the land upon which the development is to occur shall enter into an agreement with Council containing such terms and conditions as Council may direct.
- 68(9) Council shall consider the application for final approval and shall either approve the development or notify the applicant of the objectionable features of the final plan.

**Attachment C:
Public Information Meeting – Minutes from September 21, 2009**

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 01304 – Stage I Development Agreement**

**7:00 p.m.
Monday, September 21, 2009
Halifax West High School, 283 Thomas Raddall Drive**

STAFF IN

ATTENDANCE: Paul Sampson, Planner, Planning Applications
Hilary Campbell, Planning Applications
Gail Harnish, Planning Services

OTHERS IN

ATTENDANCE: Councillor Mary Wile
Councillor Russell Walker
Councillor Debbie Hum
Mike Hanusiak, Clayton Developments
Kevin Neatt, Clayton Developments
Peter Greenwood, Clayton Developments

Opening remarks, introductions, purpose of meeting

Mr. Paul Sampson called the public information meeting (PIM) to order at approximately 7:00 p.m. at the Halifax West High School. The subject of tonight's meeting is a development agreement application by Clayton Developments. The purpose of tonight's meeting is to exchange information: for us to provide information on the proposal and process, and to get your feedback.

Overview of planning process

Mr. Sampson advised the application is for a conceptual master plan proposal for a mixed use development of lands. It is what we refer to as a Stage 1 development agreement. There are multiple land parcels and it involves three property owners.

With the use of an aerial map, Mr. Sampson pointed out Greenpark Close, Regency Park Drive, Mount Royale subdivision, Northwest Arm Drive, Main Avenue, and the subject lands.

Mr. Sampson advised HRM owns land at the end of Greenpark Close which it purchased from Clayton Developments for the purpose of extending Greenpark Close with an underpass underneath

the Bicentennial Highway connecting to Washmill Lake Crescent. That aspect of the road network has changed. There are two parcels owned by Clayton Developments and Shaw, and three parcels owned by Halifax Water.

Mr. Sampson noted the proposal involves land transactions, cost-sharing and funding of road infrastructure, some of which has already been decided by Council. In terms of the road layout, instead of Greenpark Close connecting, the road connected to Washmill Lake Crescent will continue out and hook up with Regency Park Drive. One of the roads may end up having its name changed as a result. One of the other proposals in terms of the road layout is to get the existing Regency Park Drive in a T intersection. That road layout has gone through quite a bit of study and has been more or less approved in principle by Council.

Mr. Sampson advised a lot of the road network and funding is not yet public, so the focus of tonight's meeting is on the land use and the land development proposal by Clayton Developments.

Development in this area goes through a two-stage process. Stage I, which is what we are dealing with tonight, is a conceptual master plan which requires Council to hold a public hearing. Following that, is Stage II, which is the detailed site layout and looks at things like building design and landscaping. Council is not required to hold a public hearing for approval of Stage II agreements.

Mr. Sampson provided an overview of the planning process:

- Tonight we are at the PIM.
- Staff will do a detailed review of the application.
- The agreement is negotiated.
- Staff prepares a report, which includes a recommendation, and is tabled with Chebucto Community Council.
- Community Council will either decide to proceed and schedule a public hearing or they can reject the application.
- The public hearing is held (if they proceed).
- There is an appeal process.

Proposal

Mr. Mike Hanusiak provided history on what has taken place since about 2000 and the things that have slightly changed over the past two years.

Using an enhanced aerial shot, Mr. Hanusiak pointed out Lacewood Drive, the Bicentennial Highway, Cosco, Home Depot, Regency Park Drive, Tierra Gardens, Solutions Drive, the X-wave building, Greenpark Close, the portion of Regency Park Drive built to-date, Halifax West High School, the loop around by the soccer field, and the new Canada Games facility.

Over the course of the past fifteen years, Clayton Developments and Shaw acquired most of the property except for some lands that belong to the Water Commission, and some property on Regency Park Drive that belongs to CHUM Radio which is going through ownership changes with Rogers and CTV. They have discussed that property on several occasions with them; the decision with that property lies in Toronto.

When they laid out the master plan for the lands to the south, people asked why there was not a lot of low density. The reason for that is because of the density on the far side of Lacewood Drive. This area has a comprehensive plan density of 30 persons per acre (ppa) and they are allowed under Stage I and Stage II agreements to build a comprehensive community that has low, medium and high density, as well as institutional and commercial uses. All of that blends together for a certain sewer and traffic capacity. The lands we are dealing with this evening are all part of the 30 ppa. They are not showing a lot of low density in this area because they are dealing with connector roads and they are not allowed to put low density on major connector roads. When they developed Greenpark Close, the City came to them and purchased a lot at the end of Greenpark Close. The site has an approved apartment building on it for approximately 84 units. Rather than proceeding with that, they sold the land to the City so that Greenpark Close could be extended through to Washmill Lake Crescent. The road is intended to go under the highway.

Greenpark Close is built to a local street width but the right-of-way is sufficient for it to be widened to four lanes. Councillor Wile approached Clayton Developments about two years ago with concerns and asked whether it was possible to forego taking the road through Greenpark Close and whether it was possible to reroute it through the lands of the Water Commission over to the top of what was to be Main Avenue Extension. At the time they indicated to the councillor and the Mayor that they did not own those lands and it was up to the Water Commission to determine if they wanted to release the lands for development and the road. The Water Commission agreed with the City to move forward on a plan. As a consequence, for the last two years they have been working with City staff to come up with an alignment that would forego taking it to Greenpark Close. If this application proceeds, they will not be building Greenpark Close through to the Business Park. The concern that some had at the time was the traffic would leave the Business Park and shortcut back to Lacewood Drive. The intention was to always create a balance of traffic from Main Avenue/Fairview to the Northwest Arm Drive and balance it with Lacewood Drive.

During their discussions, the City received an application to construct 500-600' of retail space in Bayers Lake. The concern was heightened that the road might not serve the purpose for which it was intended as a second means and not a principle means of access. This road has been designed as a major collector that would go under the highway up to Main Avenue and then it will utilize Main Avenue and this section called Regency Park Drive down to the lights on Northwest Arm Drive.

Mr. Hanusiak referenced the red dotted line at the end of Regency Park Drive, noting it was the property where the driving range is at the top of Main Avenue. That property does not belong to Clayton Developments. Between the end of this road here (pointed out) and the end of the golf

course lies the lands of the CHUM Radio and part of the Mainland Common. It was his understanding this road is intended at some point in time to be extended by others to come out onto what will be the top of Main Avenue or Regency Park Drive. The plan they are working on is to join this road (pointed out), come up through here (pointed out), and to infill this area, recognizing that they do have some entitlements at the end of Greenpark Close.

An individual asked for confirmation that there will be no road extension on Greenpark Close.

Mr. Hanusiak advised the City and Clayton Developments would forego that if this application is successful.

Mr. Kevin Neatt indicated the Stage I is meant to have some broad brush plan principles put against the land; such as the major transportation linkages on the property, the major parkland components of the development, and the four blocks of developable land. From that they build a chart of the development rules which they have to abide by during the next step (Stage II).

They are focusing on an entitlement of 30 ppa, which translates into 720 units. They have three examples of what that 720 mixed use development could look like. It is simply to give an idea of how to work with the land to create a vision for that Stage II agreement.

Scenario 1: There are a variety of land uses. You still have the parkland going through here (pointed out). The red dashed line indicates a crusher dust trail to be built there. You will see variations of that parkland, which will be a minimum of 3.7 acres. Depending on the development scenarios, that can only grow in size.

In Block C, there is a set of condominium/townhouses. There will be approximately forty-four townhouse units with a shared driveway coming onto Washmill Extension.

In Block D, they have proposed two multiple buildings and a commercial plaza in between them. When they go forward and look at these development scenarios, they make sure they look at the grades and understand how the land works. He pointed out the high point of the ground on the site, noting it then falls away and comes down the slope. Some of these buildings will not be seen because of the contour of the hill. The height of the buildings will vary from eight to twelve storeys. Twelve storeys will be the maximum height.

There is a cluster of four multiple buildings shown here (pointed out) and there will be a clubhouse which will have amenity space.

The top of Greenpark Close will remain as a cul de sac. He pointed out an area that would remain green. Part of it is still owned by the Water Commission.

Scenario 2: This is a similar plan except they have spread out the buildings. There is no club house shown on this plan. The buildings would be sited along the contour of the hill. The trail still comes through. They are committed to building that trail. It is approximately 460 m from Washmill Extension to Greenpark Close.

Scenario 3: This scenario has the same type of land use but they are moved around. Block C has three buildings but a large green space here (pointed out). There will be a mix of housing types in the 720 units. The three buildings are a bit taller with a mix of twelve storeys but each building is a bit larger. The other buildings had eighty-five units per building and these have 108 units. By condensing them, you open up more green space.

They will have a townhouse residential component with a paved driveway coming in from Washmill Extension. Each of these development pods has enough area so they have their own green amenity space to do what they want.

Block D remains unchanged but they have developed concepts with institutional. Part of it could be a church site and could have a commercial component. The idea is to write a development agreement to allow flexibility to ensure that if commercial is wanted, then another block could be adjusted.

Mr. Neatt commented they could increase the parkland depending on the next step. They will work very closely with their builders and get down to the details on the site and the location of buildings.

Mr. Hanusiak pointed out the original road alignment for Greenpark Close. He pointed out a building already approved, noting they do not have to seek re-approval of that site. He also pointed out the location of one more building, noting the reason for it is when they come under the highway, it will be about a 25' cut. It is not practical or safe to put that building with a driveway out onto Washmill. The driveway will come back onto Greenpark Close. That will not add any more traffic than originally approved because the building on this site which had the approval is in fact going through Solutions Drive.

Mr. Hanusiak pointed out the area where they will probably start construction. If HRM is responsible for the overpass, they will start at the top of what should be Main Avenue by the driving range, and will work their way down, and by that time the road should be opened at the same time.

Mr. Hanusiak pointed out the eight storey building on the corner with the white glass balconies, which has roughly 168 units. Block Z is next to it. Twelve storeys is the threshold. They have always had the ability under Stage I agreements to go to a maximum of twelve storeys. That was set many years ago and they are not looking to go beyond that, and could not guarantee any of the buildings would go that high.

Mr. Hanusiak pointed out lands which have an element of pyritic slate, so they have to be careful about how much land they disturb. There are Department of the Environment protocols when dealing with pyritic slate. They designed the road such that once it comes under the underpass, they are running ongrade so they are looking at a minimal amount of land disturbance for the road.

Questions and comments from members of the public

An individual asked about the start date.

Mr. Hanusiak responded two things would trigger that. First, hopefully they would have Council approval of the application between January and March. They would start with one of the buildings off Greenpark Close which has existing approvals. Secondly, he thought the City has to move forward with the underpass.

Mr. Sampson noted there are certain issues he could not respond to at this time. Those issues deal with funding and timing and the negotiations between the property owners.

Mr. Hanusiak commented they are expecting a formal announcement from the City.

Mr. Cesar Saleh questioned whether the 30 ppa translates into 2.25.

Mr. Hanusiak responded everything is to a two-bedroom equivalent.

Mr. Saleh questioned how the commercial factors into it.

Mr. Hanusiak advised they have given the City the typical 30 ppa equivalent for community commercial, which they will decide on under Stage II.

Mr. Neatt indicated they are only looking at 20,500 sq.ft. In Block D there is an option they are seeking for a small area of neighbourhood commercial. It would not be a major big box type of commercial. There are two different densities. 50 ppa is used for major commercial development.

Mr. Sampson noted our Development Engineers will typically look at the amount of proposed commercial floor space. In his experience, they have used the 30 ppa and a conversion factor to determine how a certain amount of commercial space equates to residential units.

Mr. Cesar questioned whether the engineer has look at the downstream capacity yet.

Mr. Hanusiak advised the long range plan for this area was done in the early 1970s under the Mainland North servicing strategy which lays out the services for Clayton Park, the top of Fairview, and Glenborne down into the Kearney Lake area. They have been advised by the Water Commission that they will honor the 30 ppa for this development.

Mr. Hanusiak confirmed the area they are using for the density is the area around the water tank and this section (pointed out).

Mr. Saleh indicated he was a big advocate of tall and slender type buildings which use less land as opposed to shorter buildings.

Mr. Sampson pointed out the plans for the three scenarios are available for viewing on the HRM web page.

Mr. David Power asked if the sewer system could handle this development.

Mr. Hanusiak responded yes. Referencing the map, he pointed out the sewage from two of the buildings goes down to the Glenborne sewer system. There is a very comprehensive document building by building inventory and audit of all that density up against a pre-determined design threshold. There is still capacity in the system but it belongs to CHUM and Mainland North. The rest of these buildings will flow by gravity and appears to be headed to the Rosedale sewer interceptor system. The Water Commission has indicated there are some downstream constraints on Main Avenue.

Mr. Hanusiak noted they have talked a lot about density. Tierra Gardens was approved for an equivalent of 160 two bedroom units. The two bedroom equivalent fits the sewage capacity which is 2.25 persons per two bedroom unit. The developer can vary that by having some bachelor and three bedroom units but they are all to that equivalent. Tierra Gardens sits on about 6.5 acres of land and has 160 units. They encourage their builders to build taller buildings. That will not, however, be the case on Greenpark Close, where they are only going to six storeys.

An individual questioned when the two parts of Regency Park would be connected.

Mr. Sampson responded it would be a guess at this point. Clayton Developments has included the road on their plans to the end of their jurisdiction.

An individual stated there is plenty of traffic on Washmill now. Regency Park Drive is now almost dangerous. It would be nice if there were two lanes going past the school instead of the one lane bridge. Also, it would be nice if there is a right turn for some of the traffic to head downtown.

Mr. Hanusiak advised the road through the high school is a private road and not a public street. They built that for the high school in exchange for some lands for Tierra Gardens. The concept of the single lane bridge was done as a traffic control measure. He heard the City may be removing that bridge in favour of something else because of the Canada Games' facility.

Councillor Wile indicated she would like to see it changed to a two lane bridge and the underneath portion filled in. Staff has indicated they are willing to discuss it with her.

Mr. Hanusiak advised Regency Park Drive is built as a major collector road. They are probably at the point where the City should consider a dedicated lane for the high school property. He knew it would come up when the road eventually comes through to Main Avenue.

Mr. John Peake said he was concerned about where Regency Park Drive connects to Main Avenue. He was curious as to why it is called Regency Park Drive at that point as he felt it would cause confusion.

Mr. Sampson noted there will have to be some civic renumbering and one street would have to be renamed.

The meeting adjourned at approximately 8:00 p.m.