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HALIFAX
REGIONAL MUNICIPALITY

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Chebucto Community Council - June 14, 2010
Peninsula Community Council - June 7, 2010

To: Chair and Members of Chebucto Community Council
Chair and Members of Peninsula Community Council

Submitted by: Paul Dunphy, Director of Community Development

Date: May 13, 2010

Subject: **Case 01302: MPS and LUB Amendment for a Development Agreement - 3473 Dutch Village Road, Halifax**

ORIGIN

- Application by the Roman Catholic Episcopal Corporation of Halifax.
- November 24, 2009, Regional Council initiation of the plan amendment process.

RECOMMENDATION

It is recommended that Peninsula Community Council:

1. Recommend that Regional Council give First Reading to the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law contained in Attachment A;

2. Recommend that Regional Council approve the amendments to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law in Attachment A.

It is recommended that Chebucto Community Council:

1. Move Notice of Motion to consider approval of the proposed Development Agreement contained in Attachment B to allow for a mixed use building, and schedule a joint public hearing with Halifax Regional Council;

2. Recommend that Regional Council give First Reading to the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law contained in Attachment A and schedule a joint public hearing with Chebucto Community Council;

2. Recommend that Regional Council approve the amendments to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law in Attachment A.

BACKGROUND:

Location and Land Uses: The property, currently occupied by the Saint Lawrence Church, Rectory and Centre, is located between Dutch Village Road and Joseph Howe Drive, north of the Bayers Road intersection (Refer to Map1). The site has frontage on both Dutch Village Road and Joseph Howe Drive. It is surrounded by:

- commercial uses, including a retail plaza (with Shopper's Drug Mart), a daycare facility to the south, another plaza with retail/office uses and residential buildings to the north;
- a mix of commercial and residential uses on the west side of Dutch Village Road;
- a mixture of housing types, including single detached and low-rise to high-rise multis; and
- former railway lands along the Joseph Howe Drive frontage, future location of a Regional Trail.

There are a number of sites in this general area that have been or are proposed to be redeveloped for a mix of residential and commercial uses. As such, the area is in transition.

Designation and Zoning: In the Regional MPS, the property is designated Urban Settlement and is within an Urban District Centre. The land use characteristics of an Urban District Centre include a mix of high density residential, commercial, institutional and recreation uses. The site is designated Major Commercial as identified on the Generalized Future Land Use Map of the Halifax Municipal Planning Strategy and zoned C-2A (Minor Commercial). Although the property is within the area governed by the Peninsula Land Use By-law, the boundary between the Peninsula and the Mainland Land Use By-laws is immediately west of the site and runs along Dutch Village Road. The property is also located within the Fairview Area Secondary Planning Strategy which, along with the Peninsula Land Use by-law, has specific policies related to density, height and commercial uses (Refer to Attachment C).

Synopsis of the Proposal: The Plan Amendment proposal, for the block bounded by Dutch Village Road, Joseph Howe Drive and Andrew Street, is to allow, by the development agreement process, mixed use building(s) consisting of a mix of residential and commercial uses. Only lands designated Minor Commercial and zoned C-2A (Minor Commercial) (see Map 1) are to be permitted this option. Lands within this area wishing to develop mixed use proposals will be subject to policy requirements as identified in Attachment A.

The site specific proposal is to replace the church buildings with a mixed use building fronting on Dutch Village Road containing 133 residential units and ground level retail/commercial uses. The office commercial component of the development will face Joseph Howe Drive in a five storey stand alone building. The mixed use building consists of twelve floors stepping down to five storeys (Refer to Schedules B to F of Attachment B). Two levels of underground parking and a substantial amount of outdoor parking will serve all of the uses.

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

1. Regional Council can consider and if deemed appropriate, adopt the proposed amendments to the MPS and LUB; and
2. Provided that Regional Council approves the amendments, Chebucto Community Council can consider the Development Agreement for 3473 Dutch Village Road.

The amendments to the MPS and LUB are required to go to Peninsula Community Council because the amendments are to the Peninsula LUB. A joint public hearing may be held with Regional and Chebucto Community Councils to consider both the amendments and the Development Agreement (DA). However, only Chebucto Community Council can render a decision on the DA, and only following approval of the MPS and LUB amendments by Regional Council and the Province.

A decision by Council on an MPS amendment with an associated LUB amendment cannot be appealed; however, an appeal mechanism to the Nova Scotia Utility and Review Board does exist for any decision of Community Council regarding a DA.

DISCUSSION:

MPS Policy: The Plan Amendment proposal, for the block bounded by Dutch Village Road, Joseph Howe Drive and Andrew Street, is to allow, by the Development Agreement process, mixed use building(s) consisting of a mix of residential and commercial uses. Currently this area has both residential and commercial uses but they are stand alone uses mixed together within the same block. This is an area in transition. The church on this site is leaving and there as been a change over in businesses in the general area. If the MPS allows mixed use development in this block, more owners might develop their properties by DA and bring revitalization back to the community.

The MPS policy allows a mixed use building and a commercial building but sets out a variety of factors to be considered. These include height (limited to the low to mid-rise ranges), scale and massing, architectural design, safe vehicular and pedestrian access, parking, amenities, landscaping, lighting, signage, separation of uses, connection to the Regional Trail where abutting, relationship to the street and adjacent uses and mitigation of impacts. All of these factors have been considered in the DA.

Development Agreement for 3473 Dutch Village Road: The DA:

- includes sections dealing with the building architecture, site design, landscaping, parking, circulation and access, services, maintenance, signs, lot consolidation and subdivision;
- has an emphasis on high quality materials and the exterior building materials which are proposed to be glass curtain wall, decorative precast concrete decorative stone or brick, brick/Hardie combination and composite metal panels (see Schedules C, D, E and F of Attachment B);
- allows some flexibility in residential unit mix while a maximum density has been identified;
- requires consolidation of all of the lots into a single lot and allows for future subdivision;
- addresses lighting of the buildings and the site as well as signage;
- requires mechanical equipment to be screened;
- requires exposed foundation/garage walls to be finished;
- ensures ample vehicular parking is provided for both the residential and retail/office uses;
- allows 2 levels of enclosed parking containing a total of 146 spaces and 96 surface spaces;
- requires a total of 58 inside and 19 outside bicycle parking spaces;
- requires a Detailed Landscape Plan which conforms to requirements identified in the DA;
- provides for preservation of existing trees around the edges of the site;
- requires wooden screen fencing abutting residential properties;
- ensures the roof terrace is accessible for residential use;
- provides for a Regional Trail Connector walkway through the site;

- requires a minimum size of internal amenity space; and
- requires the Developer to provide a children's play structure and a decorative gazebo.

Site Access: The site will have 2 accesses; one from Dutch Village Road and one from Joseph Howe Drive. The Owner has entered into a Purchase and Sale Agreement with Canadian National Railways to purchase lands along the Joseph Howe Drive frontage. It is anticipated that the ownership of these lands will be finalized prior to the DA being signed and all 4 parcels will be consolidated. The DA also allows for subdivision of the commercial/office building from the mixed use building. With driveways on both roads, the options for access are increased. The DA also allows for the access from Joseph Howe Drive to be consolidated with the abutting property.

Regional Active Transportation Trail: A Regional Trail is proposed along Joseph Howe Drive and this project proposes to create a publicly accessible pedestrian link through the site from Dutch Village Road to improve opportunities for use of the AT Trail.

By-law Conformance: The mixed use building generally meets the R-3 (Multiple Dwelling) Zone requirements of the Peninsula Halifax LUB with the exception of the commercial uses and angle controls. The commercial building generally meets the C-2 (General Business) Zone requirements for Peninsula Halifax with the exception of building height. The DA includes appropriate provisions for the variations.

Height: Although the C-2A (Minor Commercial) Zone restricts height to 35 feet for commercial uses, the inclusion of residential uses into this project increases the viability of and opportunities for live/work situations on the same property while adding needed vitality to the community. The building height is restricted through the Development Agreement.

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 proposed budget with existing resources.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on January 13, 2010. A public hearing has to be held by Council before they can consider approval of any amendments.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 1. Attachment D contains a copy of the minutes from the meeting. Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 1.

The proposal discussed at the meeting was for a single, mixed use building. Since the meeting, the five storey commercial portion facing Joseph Howe Drive has been separated from the main building and pulled forward to be closer to the street. Similarly, the residential building has been moved closer to Dutch Village Road and a single level of ground floor commercial space has been added. In addition to making two buildings instead of one, surface parking in the 'front yards' has been reduced and is mostly located on the sides and in between the buildings. These changes are positive from an urban design perspective and serve to improve the project's relationship to both public street frontages.

The proposed MPS and LUB Amendments and development agreement will potentially impact the following stakeholders: local residents and property owners.

ALTERNATIVES

1. Halifax Regional Council may choose to approve the requested amendments to the Municipal Planning Strategy and Peninsula Land Use By-law.

2. Halifax Regional Council may choose to refuse the requested amendments to the MPS and Peninsula LUB. Regional Council is under no obligation to consider a request to amend its MPS and a decision not to amend the MPS and LUB cannot be appealed.

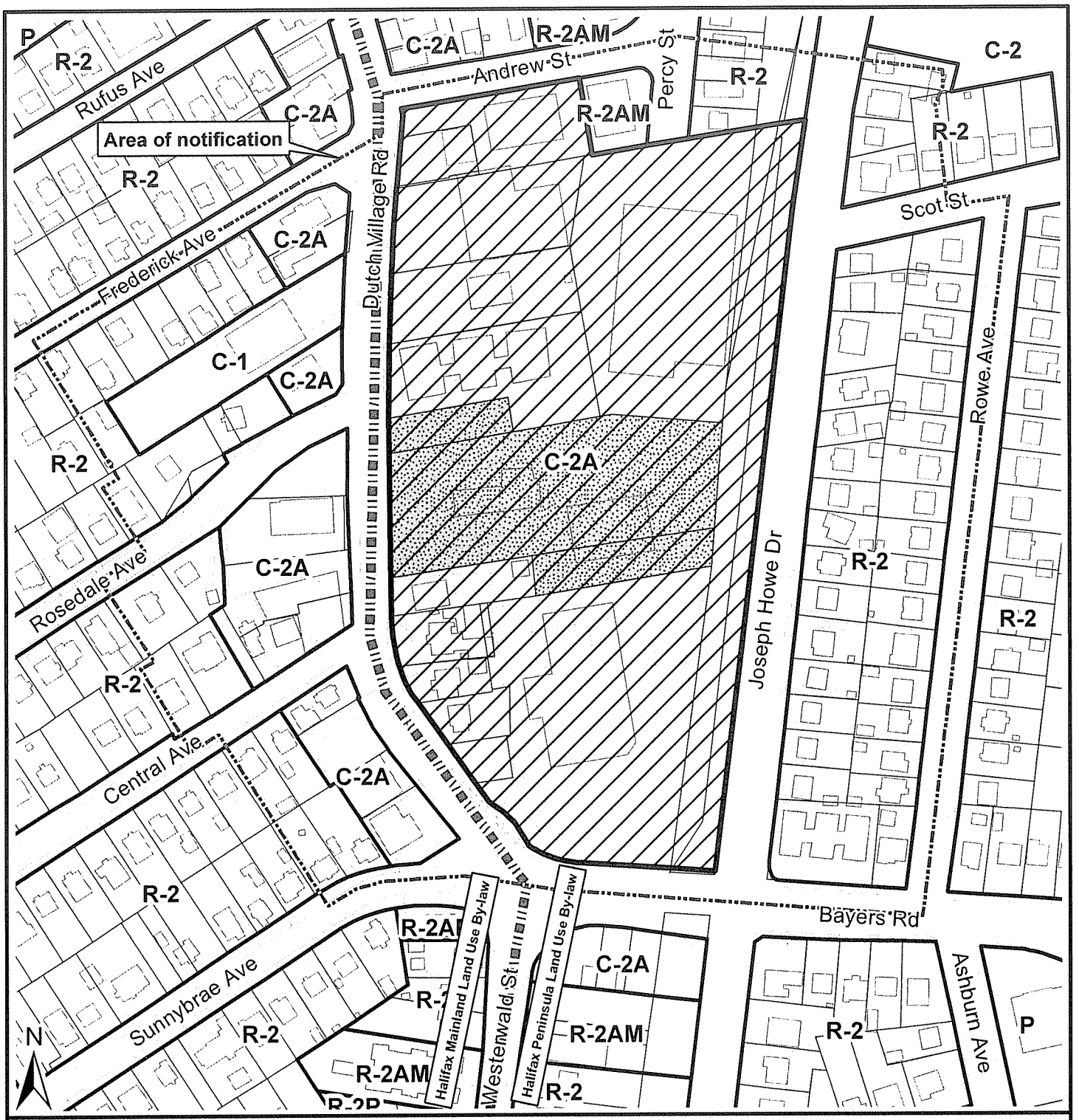
ATTACHMENTS

Map 1	Location and Zoning
Attachment A	Amendments to the Halifax MPS and Halifax Peninsula LUB
Attachment B	Development Agreement with Schedules
Attachment C	Relevant Policy from the Halifax MPS and Peninsula Halifax LUB
Attachment D	Public Information Meeting Minutes January 13, 2010

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: Randa Wheaton, Senior Planner, Community Development, 490-4499

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



Map 1 - Location and Zoning

3473 Dutch Village Road
Halifax

Area where mixed residential/ commercial uses may be permitted by development agreement

Subject area

Halifax Peninsula
Land Use By-Law Area

Zone - Halifax Mainland Land Use By-Law

R-2	Two Family Dwelling
R-2AM	General Residential Conversion
C-1	Local Business
C-2A	Minor Commercial

Zone - Halifax Peninsula Land Use By-Law

R-2	General Residential
R-2AM	General Residential Conversion
C-2	General Business
C-2A	Minor Commercial
P	Park and Institutional

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COMMUNITY DEVELOPMENT
PLANNING SERVICES

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This map is an unofficial reproduction of a portion of the Zoning Map for the by-law area indicated

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

ATTACHMENT A

Proposed Amendments to the Halifax Municipal Planning Strategy

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

Add Policies 2.5 and 2.5.1 to Section VII (Fairview Area Secondary Planning Strategy, Commercial Facilities) of the Halifax Municipal Planning Strategy immediately after 2.4 (g) to read as follows:

2.5 Notwithstanding the preceding policies within the Commercial Facilities Section, for properties bounded by Joseph Howe Drive, Dutch Village Road and Andrew Street, zoned C-2A (Minor Commercial Zone) and designated Minor Commercial on the Generalized Future Land Use Map (Map 9c) of this Plan, the Municipality may permit the development of a mix of residential and commercial uses by Development Agreement.

2.5.1 Any development permitted pursuant to Policy 2.5 shall be achieved by attention to a variety of factors for which conditions may be set out in the Development Agreement, such as but not limited to:

(a) the appropriate scale and massing of the building(s) for the lot area and configuration;
(b) the height of the building(s) which shall not exceed the low to mid-rise range;
(c) the architectural design of the building(s) including high quality building materials, articulation of and variation to the building(s) facades; and fine-grained architectural detailing;
(d) the creation of high quality design detail at street level through attention to such matters as site landscaping, minimal surface parking on the street frontage, conspicuous building entrances, appropriate lighting and co-ordinated signage;
(e) the relationship of new development to the street, adjacent properties and uses; and, the mitigation of impacts on the amenity, convenience and development potential of adjacent properties through effective urban design and landscape treatment;
(f) provision and improvement of safe vehicular and pedestrian access and egress;
(g) the adequacy and appropriate location of vehicular and bicycle parking facilities;
(h) the provision of useable on-site open space and recreational amenities of a size and type adequate for the resident population;
(i) appropriate separation of residential and commercial uses;
(j) connectivity and interaction with the Regional Trail where abutting; and
(k) the adequacy of the servicing capacity of the site.

THIS IS TO CERTIFY that the by-law of which this is a true copy was duly passed at a duly called meeting of the Council of Halifax Regional Municipality held on the _____ day of _____, 2010.

Given under the hand of the Municipal Clerk and under the corporate seal of the Municipality this _____ day of _____, 2010.

_____
Municipal Clerk

Proposed Amendments to the Halifax Peninsula Land Use By-law

BE IT ENACTED by the Council of the Halifax Regional Municipality that the Land Use Bylaw for Halifax Peninsula is hereby amended as follows:

Add Section 96(d) to the Halifax Peninsula Land Use By-law immediately after 96(c) to read as follows:

Dutch Village Road/Andrew Street/Joseph Howe Drive

(d) permit, in accordance with Policy 2.5 and 2.5.1 of Section VII (Fairview Area Secondary Planning Strategy, Commercial Facilities) of the Halifax Municipal Planning Strategy, a mix of residential and commercial uses on lands designated Minor Commercial and zoned C-2A (Minor Commercial Zone).

THIS IS TO CERTIFY that the by-law of which this is a true copy was duly passed at a duly called meeting of the Council of Halifax Regional Municipality held on the _____ day of _____, 2010.

Given under the hand of the Municipal Clerk and under the corporate seal of the Municipality this _____ day of _____, 2010.

_____
Municipal Clerk

ATTACHMENT B

THIS AGREEMENT made this day of , 2010,

BETWEEN:

[Insert Developer Name]
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia, (hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on Dutch Village Road, Halifax (PID #s **Insert PID Numbers**) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

WHEREAS the Developer has a Purchase and Sale Agreement with the registered owner of certain abutting lands located on Joseph Howe Drive, Halifax (a portion of PID # **Insert PID Number**) and which said lands are more particularly described in Schedule A hereto and are to be consolidated with the Lands upon completion of the purchase and are to be subject to this Agreement;

AND WHEREAS, the Developer has requested that the Municipality enter into a Development Agreement to allow for the construction of a mixed use building and a commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.5 and 2.5.1 of the Halifax Municipal Planning Strategy and Section 96(d) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on 2010, referenced as Municipal Case Number 01302;

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, consolidation and use of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other Bylaws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Owner agrees to observe and comply with all such laws, by-laws and regulations 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 or 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: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop the Lands, in a manner, which, in the opinion of the Municipality's Development Officer, conforms with Schedules B to F inclusive attached to this Agreement numbered as 01302-0043 to 01302-0047 inclusive. The Schedules to this Agreement are:

Schedule A	Legal Description for 3473 Dutch Village Road, Halifax and abutting parcel
Schedule B	Site Plan numbered 01302-0047
Schedule C	Building A - South Elevation numbered 01302-0043
Schedule D	Building A - North Elevation numbered 01302-0044
Schedule E	Building A - East and West Elevations numbered 01302-0045
Schedule F	Building B - Commercial Elevations numbered 01302-0046

2.2 General Description of Land Use

The uses of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are as follows:

(a) 133 two bedroom residential dwelling units and a maximum of 603.85 square metres (6,500 square feet) of commercial retail gross floor area within the mixed use building;
(b) a maximum of 3,530.2 square metres (38,000 square feet) gross floor area of commercial retail or office space within the stand alone commercial building;
(c) private open space, landscape areas, signage and walkways;
(d) vehicular parking, loading and circulation areas;
(e) permanent and temporary accessory uses to the foregoing, including a sales office and construction trailer.

2.3 Detailed Provisions for Land Use

2.3.1 Both buildings shall comply with the C-2 (General Business) Zone requirements for Peninsula Halifax with the exception of Sections 56(1)(c)(billboards) and 58 (building height) and is exempt from the R-3 (Multiple Dwelling) Zone, Sections 44(1)(commercial use) and 47(3) (angle controls).

2.3.2 The maximum height of the mixed use building shall not exceed 40.0 metres (131 feet) above average grade excluding the elevator shaft and the general massing of the building

(stepping down) shall be as shown on the Schedules. The maximum height of the stand alone commercial/office building shall not exceed 18.3 metres (60 feet) above average grade excluding the elevator shaft.

2.3.3 The density for the residential portion of the mixed use building is to be calculated by the theoretical population generated on the basis of: 1.0 person per bachelor/studio unit; 2.0 persons per one bedroom unit; 2.25 persons per all other apartment types.

2.3.4 Further to Section 2.3.3, for the purposes of determining permissible density, one bedroom plus den units shall be considered to be one-bedroom units and two bedroom plus den units shall be considered to be two bedroom units.

2.3.5 The number of residential units and the residential unit mix in the mixed use building may be changed provided that the proposed residential density does not exceed the project residential density of 345.0 persons.

2.3.6 The Developer shall include commercial retail uses to a maximum of 603.85 square metres (6,500 square feet) of gross floor area within the mixed use building provided the commercial uses are located only within the ground floor fronting on Dutch Village Road to bring activity, animation and interaction to the Dutch Village Road streetscape.

2.3.7 It is expected that the Developer will construct both proposed buildings in a timely manner but should one building proceed prior to the other the undeveloped lands are to be fine graded, topsoiled and seeded in the interim to prevent erosion and for aesthetic reasons.

2.4 Building Architecture and Site Design

2.4.1 Exterior building materials shall mainly consist of decorative precast concrete, glass curtain wall, decorative stone or brick, brick/Hardie combination and composite metal panels. No exposed treated lumber, plain concrete block or vinyl siding shall be used in the construction of the building.

2.4.2 All roof mounted mechanical systems (HVAC, cooking exhaust fans, etc.) or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any public street or adjacent residential development. Any mechanical or utility equipment located at grade shall be screened from view from any public street with landscaping or a combination of fencing and landscaping elements.

2.4.3 All vents, down spouts, flashing, electrical conduits, utility meters, service connections, and other functional elements shall be treated as integral parts of the design.

2.4.4 Lighting shall be directed downward to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from the sky, streets, adjacent lots and buildings. The Regional Trail Connector walkway through the sites shall be illuminated with pedestrian scale lighting as this will encourage surveillance and align with CPTED (Crime Prevention through Environmental Design) principles.

2.4.5 All balcony railings on the mixed use building shall be made of decorative metal with glass panels. Wooden railings are not permitted on the buildings.

2.4.6 Architectural treatment and materials shall be continued around all sides of the buildings.

2.4.7 The mixed use building shall have a minimum of 55 interior bicycle parking spaces within the two levels of underground parking and a minimum of 13 outdoor bicycle parking spaces. The commercial/office building shall have a minimum of 3 interior bicycle parking spaces and a minimum of 6 outdoor bicycle parking spaces.

2.4.8 The main entrances to both buildings shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, corner boards, fascia boards or an acceptable equivalent approved by the Municipality's Development Officer. Service/delivery entrances shall be integrated into the design of the buildings and shall not be a dominant feature.

2.4.9 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), green walls, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).

2.4.10 Any exposed foundation or parking garage face in excess of 1 metre (3 feet) in height shall be architecturally detailed, veneered with stone or brick, stuccoed, painted, or treated in an equivalent manner acceptable to the Municipality's Development Officer.

2.4.11 Amenity space shall be set aside in the mixed use building for private recreational purposes such as common recreational areas, play areas, recreational rooms, roof decks, swimming pools and tennis courts. Amenity space shall include all interior and exterior areas set aside for the exclusive purposes of visual improvement or recreation and shall include areas of landscaping, exercise rooms, community/party rooms, balconies, landscaped podiums and sundecks. The amenity spaces shall be of a size large enough to accommodate the activity for which they are programed to be used. The mixed use building is to include a minimum of 130.0 square metres (1,400 square feet) of indoor amenity area and a minimum of 93 square metres (1,000 square feet) of outdoor amenity area/roof terrace to be accessed from level 600.

2.4.12 A decorative gazebo and children's play structure shall be provided on the south side of the mixed use building prior to Occupancy Permit issuance as identified on the Schedules. The play structure shall be designed for children between 3 and 10 years of age as identified by the Manufacturer. The overall area used to house the play equipment shall be no less than 7.62 metres (25 feet) by 9.14 metres (30 feet). The Plaza area in front of the commercial building shall include decorative hard surfaces, benches, garbage receptacles, shade trees and link to the Regional Trail Connector.

2.4.13 The roof terrace shall be made of a decorative hard surface with landscaping consisting of both trees and shrubs and include decorative seating and refuse containers.

2.4.14 The Regional Trail Connector walkway through the sites shall be designed to reduce conflicts with vehicles accessing the site as much as possible. The Regional Trail Connector walkway shall be designed for use by pedestrians, cyclists, skateboarders, inline skaters and other forms of active transportation, be hard surfaced, a minimum of 2 metres (6.6 feet) wide, have a slope no greater than 8% and be designed to be barrier free, where possible.

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

2.5 Parking, Circulation and Access

2.5.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedule B. The parking areas shall maintain a minimum setback from all property lines of 0.6 metres (2 feet) as generally shown on the Schedules. All parking areas, driveways and circulation aisles shall have a finished hard surface such as asphalt, concrete, paving blocks, interlocking paving stones or an acceptable equivalent in the opinion of the Municipality's Development Officer and shall be defined by concrete curbing. Asphalt curbing shall not be permitted.

2.5.2 The parking areas, driveways and circulation aisles shall comply with the requirements of the Land Use By-law for Peninsula Halifax as amended from time to time, Bylaw S-300 Respecting Streets, the Municipal Service Systems Guidelines and any other applicable legislation as amended from time to time.

2.5.3 The mixed use building shall have a minimum of 100 interior parking spaces within the underground parking levels and a minimum of 52 outdoor parking spaces. The commercial/office building shall have a minimum of 46 interior parking spaces within the underground parking levels and a minimum of 44 outdoor parking spaces.

2.6 Landscaping

2.6.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a Detailed Landscape Plan for each building, prepared by a Landscape Architect, which complies with the provisions of this Agreement.

2.6.2 The Detailed Landscape Plan(s) shall include, as a minimum, planting as identified in this Agreement. The Detailed Landscape Plan(s) shall provide details of all ground level open spaces and rooftop terraces as identified in this Agreement and shown on the Schedules.

2.6.3 Planting details for each type of plant material proposed on the plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety). Deciduous trees shall be a minimum of 60 mm caliper (2.4 inch diameter) in size. Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall be a minimum height or spread of 60 cm. (2 ft.).

2.6.4 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards, as amended, and sodded areas to the Canadian Nursery Sod Growers' Specifications, as amended. All disturbed areas shall be reinstated to original condition or better.

2.6.5 Construction Details or Manufacturer's Specifications, for all landscaping features to be constructed such as fencing, retaining walls, pergolas, bike racks, recycling facilities, benches, play equipment and refuse containers, shall be provided to the Development Officer, and these documents shall describe the feature's design, construction, specifications, model numbers, quantities, manufacturers, hard surface areas, materials and placement. The provision of this information is to facilitate the Development Officer in determining if the chosen feature will enhance the design of the individual buildings and the character of the surrounding area.

2.6.6 Grading information, with existing and proposed grades, shall be provided prior to the issuance of a Development Permit on the Detailed Landscape Plan(s), or on a grading plan.

2.6.7 Shrub material shall be used to screen any electrical transformers or other utility boxes.

2.6.8 It is the responsibility of the Developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop and/or podium. A minimum of 15 cm (6 inches) of drainage gravel over the extent of the landscape rooftop or podium plus an additional 40 cm (16 inches) of topsoil for sod; 60 cm (2 ft.) of topsoil for shrubs; and 90 cm (3 ft.) of topsoil for trees, or an equivalent system proposed by a Landscape Architect, shall be provided.

2.6.9 Planting on rooftops and podiums above structures shall be carefully selected for their ability to survive in rooftop environments. Rooftop trees shall be located in raised planting beds or containers. Minimum planted sizes shall be as follows:

(a) deciduous trees: 45 mm caliper (1.8 inch diameter);
(a) coniferous trees: 1.5 m (5 ft.) high;
(c) shrubs: 2 gallon pot.

2.6.10 The Developer shall ensure that tree conservation of the existing living trees, 15.2 centimetres (6 inches) or greater in diameter (DBH), shall occur around the site boundary. The Landscape and Grading Plans shall identify the limit of disturbance, tree habitat preservation areas, the hoarding fence location and the stockpile location. During demolition and construction proper arboricultural practices shall be undertaken and shall include such activities as: the erection of tree protective hoarding fence located as close to the drip-line of the trees to be preserved as possible for the duration of construction; no stockpiling of soil or materials or the movement of equipment within the hoarded areas; pruning of any damaged limbs or roots; and excavation no closer than ten feet to the trunk of any tree to be preserved. Any trees to be preserved that are damaged shall be replaced, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 60 mm caliper (2.4 inch diameter) for deciduous trees and coniferous trees a minimum of 1.5 m (5 ft.) high.

2.6.11 Notwithstanding Section 2.6.10, where a Certified Arborist, Landscape Architect, Forester, or Forestry Technician engaged by the Developer or property owner certifies in writing that a tree poses a hazard to people or property or is in severe decline, the Development Officer may permit the tree to be removed. Any tree to be removed shall be replaced with a tree of a similar specie at the expense of the Developer or property owner.

2.6.12 The pedestrian walkways, Regional Trail connector, Plaza and exterior bicycle parking areas shall be located as shown on Schedule B and constructed of a decorative hard surface in accordance with the applicable HRM specifications unless otherwise specified in the schedules.

2.6.13 Fencing shall be located along the boundary of the site where it abuts residential uses as shown on Schedule B. The fencing shall be no greater than 1.5 metres (5 feet) in height and be constructed of decorative wood and be visually impermeable. Fence posts to be located beside trees on the property boundary shall be placed in hand dug post holes so as not to damage the roots of trees to be preserved. The fence design shall be aesthetically equal on both sides.

2.6.14 Prior to issuance of an Occupancy Permit for each building, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

2.6.15 Notwithstanding the above, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and the installation of the gazebo and play structure as identified in Section 2.4.12 and that the Developer supplies a security deposit in the amount of 110 per cent of the estimated cost to complete the landscaping and the installation of the gazebo and play structure. The cost estimate is to be provided by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the occupancy permit, the Municipality may use the deposit to complete the landscaping as set out in the detailed landscape Plan. The Developer shall be responsible for all costs in this regard exceeding the deposit. Any unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

2.7 Maintenance

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

2.8 Signs

2.8.1 Ground signs shall be permitted but no ground sign shall obstruct the vision of drivers leaving or entering the roadway or driveways, or detract from the visibility or effectiveness of any traffic sign or control device on public streets.

2.8.2 Ground signs shall not exceed 4.6 metres (15 feet) in height except as a result of a specific corporate design requirement in which case one of the ground signs may be increased in height but shall not exceed 7.62 metres (25 feet). No more than 2 ground signs, one per frontage, shall be permitted on the properties. All commercial tenants shall be allocated space on the ground signs.

2.8.3 No mobile, moveable or fluorescent coloured signs or billboards shall be permitted, illuminated or otherwise.

2.8.4 The base of any new ground sign shall be of a material and colour which is complementary to the buildings and be integrated into the landscaping.

2.8.5 Exterior signage for the buildings, including signage for the commercial uses, shall be designed to be unified, compatible and complementary to the buildings. Signage shall not be located above the ground floor of the mixed use or the commercial/office buildings. Illuminated signage is permitted. Fascia signage shall be limited to one sign per business premise and confined to a single defined area or sign band on the street facing facade of each building. Directional signage to the residential entrance shall be provided but limited to a maximum of 3 signs, each with a maximum sign area of 0.74 square metres (8 square feet).

2.8.6 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales trailer is located on the site. No realtor signs shall be posted within the HRM Right of Way.

2.8.7 Except as otherwise specifically provided for above, all signs shall comply with the requirements of the Peninsula Halifax Land Use Bylaw.

2.9 Municipal Services

2.9.1 All design and construction of services shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Municipality's Development Engineer prior to undertaking the work.

2.9.2 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 and/or relocated by the Developer as directed by the Municipality's Development Officer, in consultation with the Municipality's Development Engineer.

2.9.3 All secondary electrical, telephone and cable service to the buildings shall be installed underground.

2.9.4 Burning of site material, such as but not limited to, vegetation, brush and trees shall be prohibited unless approval in writing is granted by HRM Fire Services.

2.9.5 Service easements shall be provided as necessary but the use of easements shall be limited to locations where construction within street rights-of-way are not feasible.

2.9.6 The Developer is responsible for construction of the Regional Trail Connector and is to ensure that its construction is co-ordinated with the construction of the Regional Trail. Any associated signage or safety measures required in conjunction with the Regional Trail and the access driveway from Joseph Howe Drive to this site shall be co-ordinated with HRM and be provided at the expense of the Developer.

2.9.7 The Developer shall have the option of relocating the proposed access onto Joseph Howe Drive to a shared access with the abutting property to the south should agreement be reached with that property owner providing that the proposed access is acceptable to the Municipality's Development Engineer.

2.9.8 Prior to issuance of Building Permits, the Developer shall indicate how services will be provided to the buildings including, but not limited to, water supply system, sanitary sewer system, stormwater sewer and drainage systems and utilities in a method acceptable to Halifax Water, the Municipality's Development Engineer and any other approvals as required by any applicable agency. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-laws and Halifax Water Design and Construction Specifications.

2.10 Lot Consolidation and Subdivision

2.10.1 The Developer agrees that all four (4) parcels, including the three (3) currently owned by the Roman Catholic Episcopal Corporation of Halifax (PID #s **Insert PID Numbers**) and the single parcel under Purchase and Sale Agreement with CN Railways (a portion of PID # **Insert PID Number**), which will make up the Lands to be developed shall be consolidated into one (1) lot prior to the issuance of a Development Permit for any of the components of the development.

2.10.2 The Developer may subdivide the lands as generally shown on Schedule B provided that the subdivision meets all applicable requirements of the Subdivision By-law.

2.11 Requirements Prior to Approval

2.11.1 Prior to the issuance of any Municipal Permits for the buildings allowed by this Agreement, the Developer shall complete the MICI (Multi-unit/Industrial/Commercial/ Institutional) process, as outlined by the Municipality.

2.11.2 Prior to the issuance of any Occupancy Permits for the buildings, the Developer shall provide certification to the Development Officer from a qualified professional indicating that the Developer has complied with the Landscape Plans or provided the appropriate securities pursuant to Sections 2.6.14 and 2.6.15 of this Agreement, unless otherwise stated by the Municipality.

2.11.3 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.

PART 3: AMENDMENTS

3.1 Amendments to any matters not identified under Section 3.2 of this Agreement shall be deemed substantive and shall only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

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

(a) Changes to the exterior architectural appearance of the buildings or the construction materials of the buildings as detailed in Section 2.4 or which, in the opinion of the Development Officer, do not conform with the attached Schedules;
(b) Changes to the landscaping measures as detailed in Section 2.6;
(c) Changes to the amenity space location and/or configuration or which, in the opinion of the Development Officer, do not conform with the Schedules;
(d) The granting of an extension to the date of commencement of construction as identified in Section 4.3 of this Agreement; and
(e) The length of time for the completion of the development as identified in Section 4.4 of this Agreement.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGES

4.1 Registration

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

4.2 Subsequent Owners

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 are the subject of this Agreement until this Agreement is discharged by Council. Upon the transfer of title, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement.

4.3 Commencement of Development

4.3.1 In the event that development on the lands, that includes both buildings, has not commenced

within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Land Use By-law.

4.3.2 For the purposes of this section, commencement shall means completion of the footings/foundation for both of the proposed buildings or the issuance of a construction permit for both buildings.

4.3.3 For the purposes of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 3.2, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiration of the commencement of development time period.

4.4 Completion of Development

4.4.1 If the Developer fails to complete the development or portions thereof, or after seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, whichever time period is less, 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.

4.4.2 Upon the completion of the development or portions thereof, or within/after seven (7) years from the date of registration of this Agreement with the Registry of Deeds or Land Registry Office, whichever time period is less, 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 Municipal Planning Strategy and Land Use By-law for Peninsula Halifax, as may be amended from time to time.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

5.1 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 buildings 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.

5.2 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;

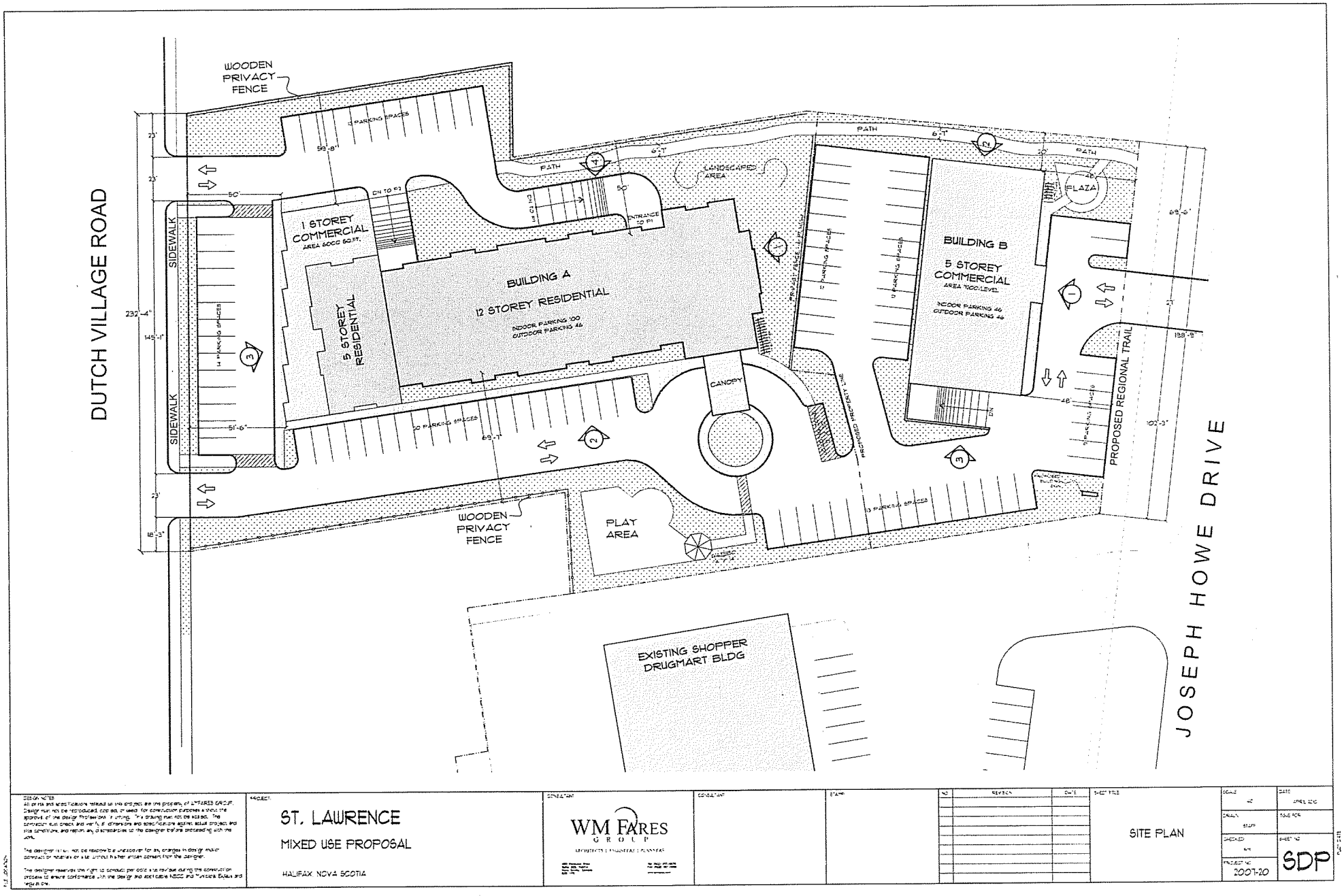
(b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Development Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Property 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 *Municipal Government Act* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2010.

SIGNED, SEALED AND DELIVERED in the presence of	)	**[Insert Developer Name]**
per: _____	)	per: _____
per: _____	)	per: _____
Sealed, Delivered and Attested by the proper signing officers of Halifax Regional Municipality duly authorized on that behalf in the presence of:	)	**HALIFAX REGIONAL MUNICIPALITY**
	)	per: _____ MAYOR
_____	)	per: _____
per:	)	MUNICIPAL CLERK



DESIGN NOTES
All plans and specifications related to this project are the property of WM FARES GROUP. Design must not be reproduced, copied, or used for construction purposes without the approval of the design Professional in writing. This drawing must not be scaled. The contractor must check and verify all dimensions and specifications against actual project and site conditions, and report any discrepancies to the designer before proceeding with the work.

The designer is not to be responsible unless over for any changes in design made contractor or nonlinks or site without his/her written consent from the designer.

The designer reserves the right to conduct periodic site reviews during the construction process to ensure conformance with the design and applicable NBCC and Municipal Bylaws and regulations.

PROJECT:
ST. LAWRENCE
MIXED USE PROPOSAL
HALIFAX, NOVA SCOTIA

CONSULTANT
WM FARES GROUP
ARCHITECTS | ENGINEERS | PLANNERS

CONSULTANT

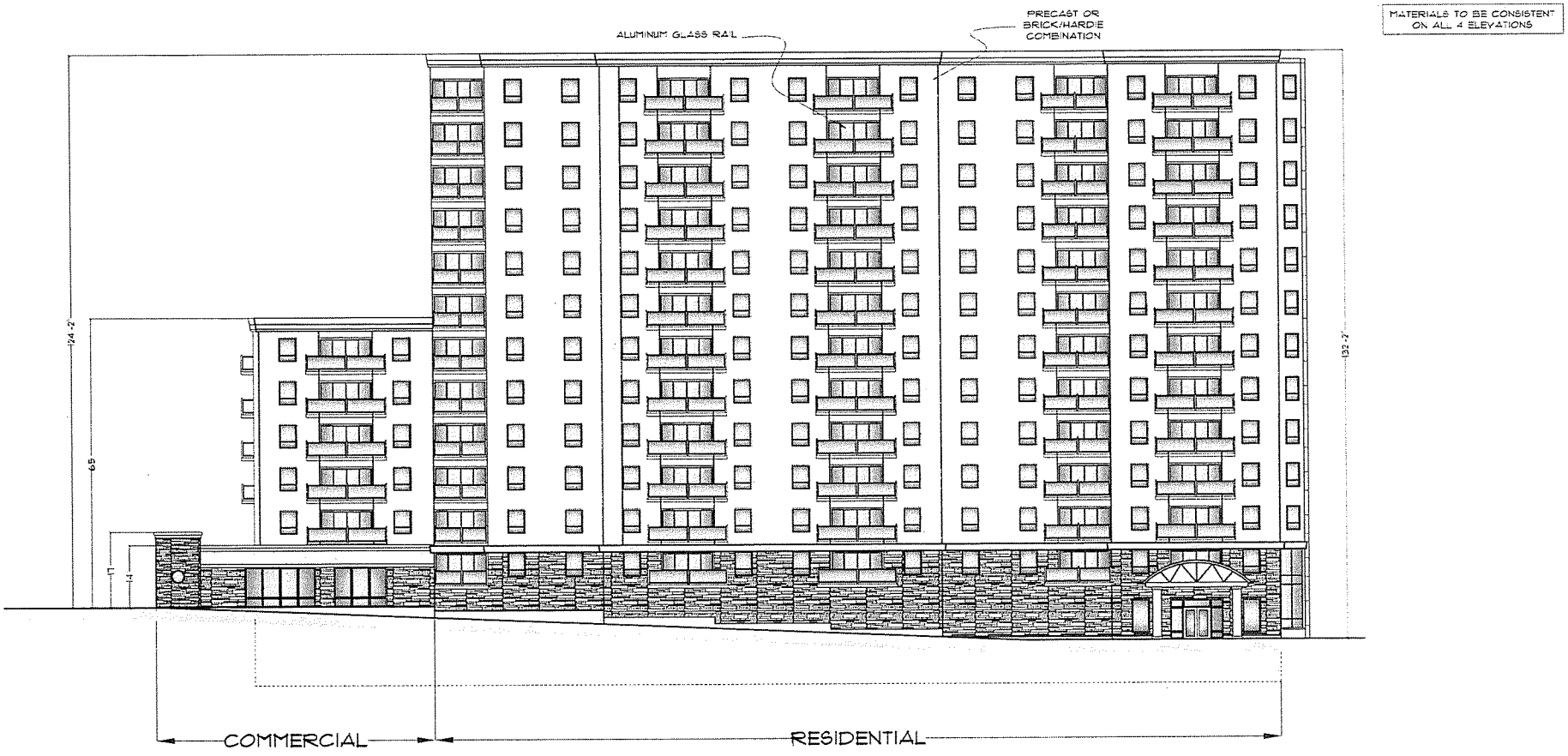
STAMP

NO	REVISION	DATE

SHEET TITLE
SITE PLAN

SCALE: NO
DATE: APRIL 2010
DRAWN: STAFF
ISSUE FOR:
CHECKED: WM
SHEET NO: SDP
PROJECT NO: 2007-20

Schedule B Plan # 01302-0047



2 SOUTH ELEVATION

DESIGN NOTES
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PROJECT:
ST. LAWRENCE
MIXED USE PROPOSAL
HALIFAX, NOVA SCOTIA

CONSULTANT:
WM FARES GROUP
ARCHITECTS | ENGINEERS | PLANNERS

CONSULTANT

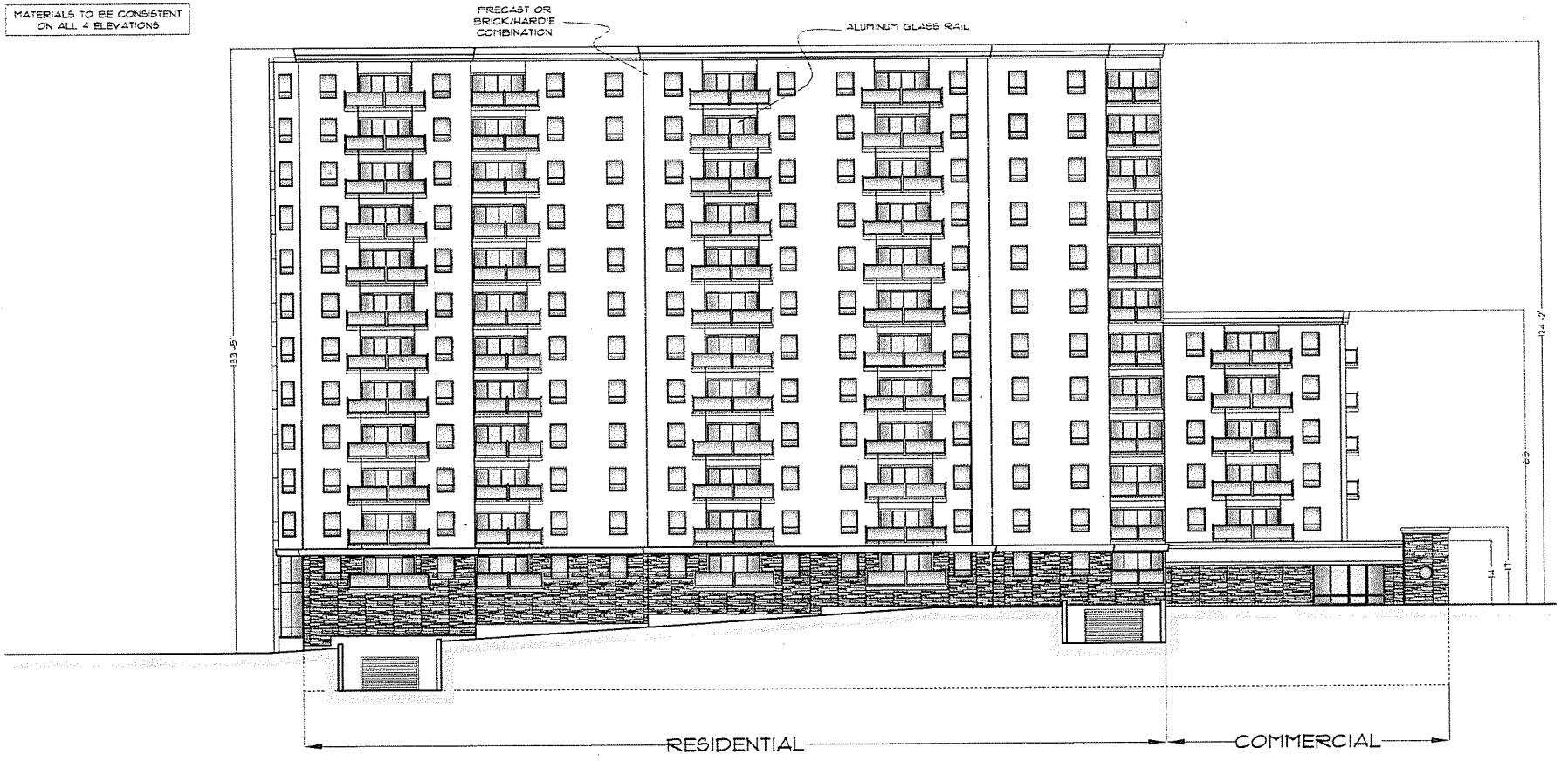
STAMP

NO.	REVISION	DATE

SHEET TITLE
BUILDING A
SOUTH ELEVATION

SCALE: 3/32" = 1'-0"
DATE: APRIL 2010
DRAWN: STAFF
ISSUE FOR:
CHECKED: RM
SHEET NO: A9
PROJECT NO:

Schedule C Plan # 01302-0043



4 NORTH ELEVATION

DESIGN NOTES
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PROJECT
ST. LAWRENCE
MIXED USE PROPOSAL
HALIFAX, NOVA SCOTIA

CONSULTANT
WM FARES GROUP
ARCHITECTS | ENGINEERS | PLANNERS

CONSULTANT

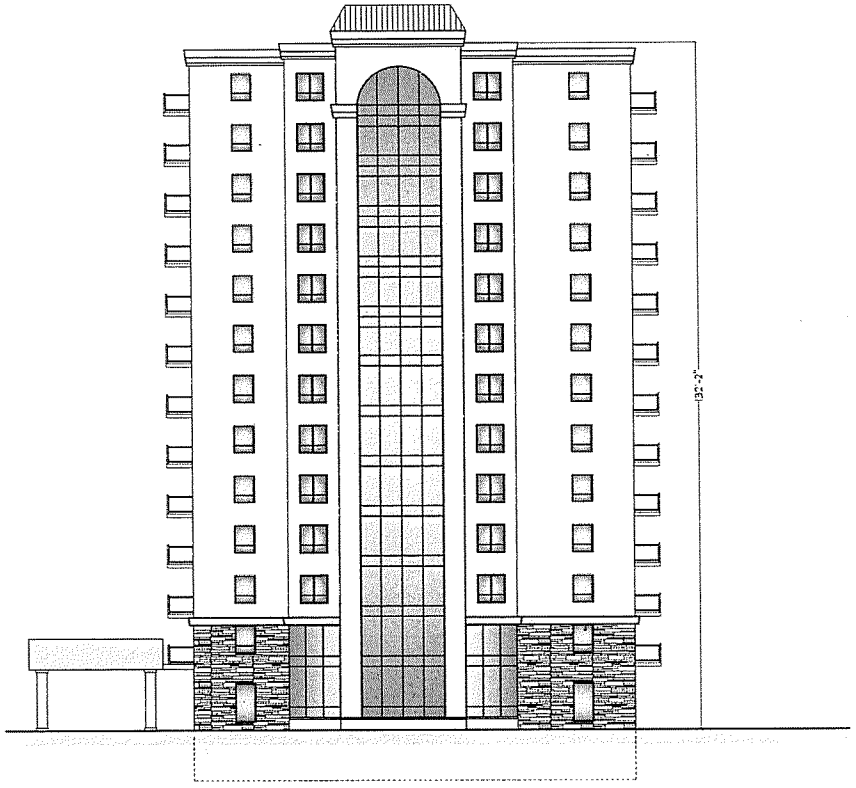
STAMP

NO.	REVISION	DATE

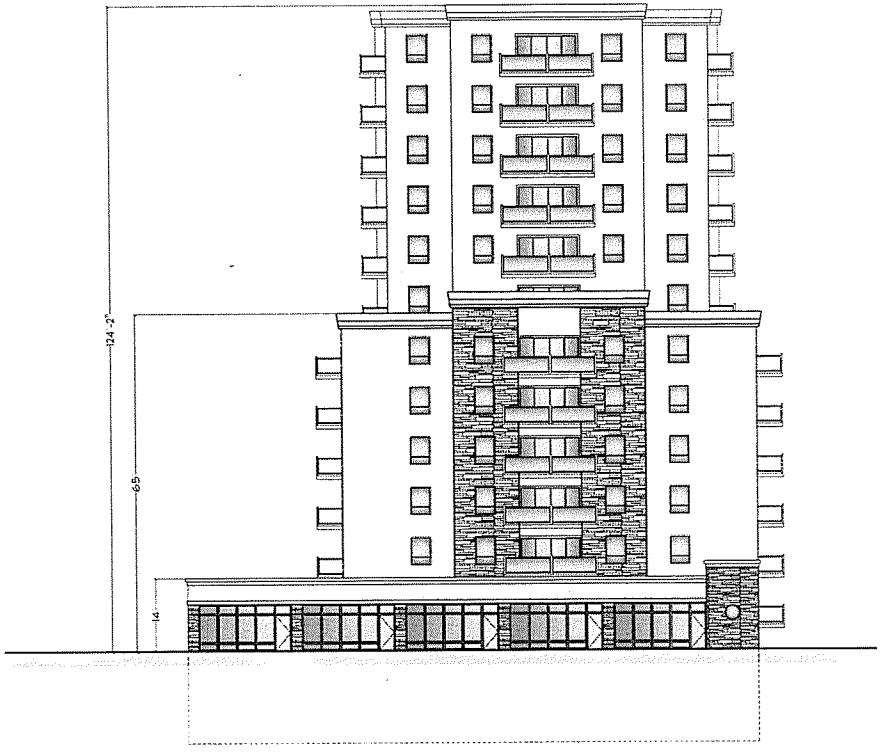
SHEET TITLE
BUILDING A
NORTH ELEVATION

SCALE: SHEET 1 OF 1
DATE: APRIL 2010
DRAWN: STAFF
ISSUE FOR:
CHECKED: WM
SHEET NO: A10
PROJECT NO:

Schedule D Plan # 01302-0044



1 EAST ELEVATION



3 WEST ELEVATION

DESIGN NOTES
All prints and specifications related to this project are the property of WM FARES GROUP. Design must not be reproduced, copied, or used for construction purposes without the approval of the design Professional in writing. This drawing must not be scaled. The contractor must check and verify all dimensions and specifications against actual project and site conditions, and report any discrepancies to the designer before proceeding with the work.

The designer (s) will not be responsible unpaid for any changes in design and/or construction materials or site without his/her written consent from the designer.

The designer reserves the right to conduct periodic site reviews during the construction process to ensure conformance with the design and applicable NBCC and Municipal Bylaws and regulations.

PROJECT
ST. LAWRENCE
MIXED USE PROPOSAL
HALIFAX, NOVA SCOTIA

CONSULTANT
WM FARES GROUP
ARCHITECTS | ENGINEERS | PLANNERS

CONSULTANT

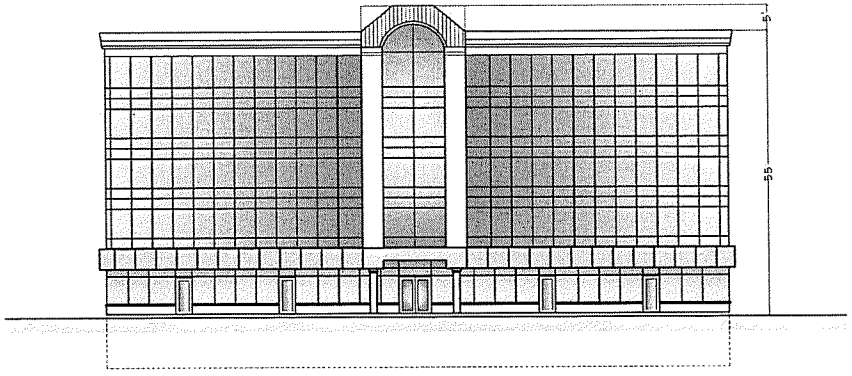
STAMP

NO	REVISION	DATE

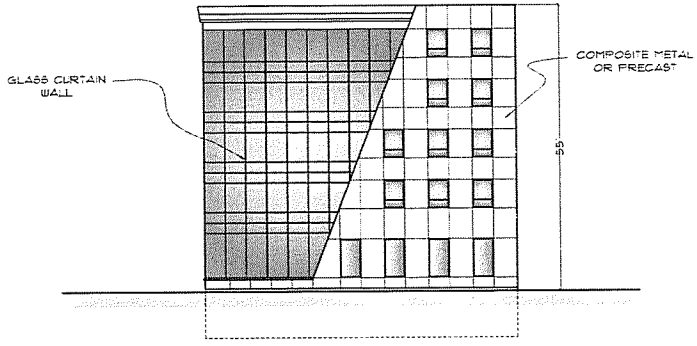
SHEET TITLE
BUILDING A
EAST & WEST ELEVATIONS

SCALE: 1:32" = 1'-0"
DATE: APRIL 2010
DRAWN: STAFF
SCALE FOR
CHECKED: RM
PROJECT NO
SHEET NO: A11

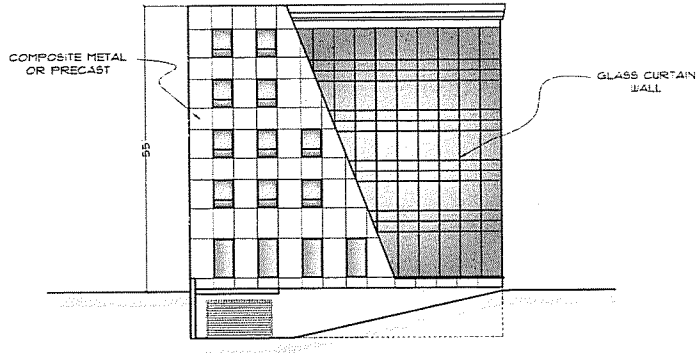
Schedule E Plan # 01302-0045



1 EAST ELEVATION



2 NORTH ELEVATION



3 SOUTH ELEVATION

DESIGN NOTES
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The designer (s) will not be responsible unless prior for any changes in design and/or construction materials or site without his/her written consent from the designer.

The designer reserves the right to conduct periodic site reviews during the construction process to ensure conformance with the design and applicable NSCC and Municipal Bylaws and regulations.

PROJECT:
ST. LAWRENCE
MIXED USE PROPOSAL
HALIFAX, NOVA SCOTIA

CONSULTANT
WM FARES GROUP
ARCHITECTS | ENGINEERS | PLANNERS

CONSULTANT

STAMP

NO	REVISION	DATE

SHEET TITLE
BUILDING B
COMMERCIAL ELEVATIONS

SCALE: 1/8" = 1'-0"
DATE: APRIL 2010
DRAWN: STAFF
SCALE FOR:
CHECKED: WM
SHEET NO: A12
PROJECT NO:

Schedule F Plan # 01302-0046

ATTACHMENT C

Relevant Policy from the Halifax Municipal Planning Strategy

PART II - SECTION VII
FAIRVIEW AREA SECONDARY PLANNING STRATEGY

2. COMMERCIAL FACILITIES

Objective Encourage the continued development of the Dutch Village Road area as a Minor Commercial centre, compatible with the surrounding neighbourhood.

2.2 The Dutch Village Road Commercial area is recognized as a "Minor Commercial centre" within the meaning of Part II, Section II, Policy 3.1.2 of the Municipal Planning Strategy. The City shall encourage its development within the limits set out in this Plan.

2.2.1 Minor commercial uses should front on Dutch Village Road, Alma Crescent or Titus Street and should be concentrated between Bayers Road and Evans Avenue, and shall be permitted only in areas designated "Minor Commercial" on the Future Land Use Map (Map 9c) of this Plan. The area designated "Minor Commercial" along Dutch Village Road and Titus Street is intended to provide limited expansion capability of the minor commercial uses.

2.2.2 Residential properties within the "Minor Commercial" designation, and not fronting on Dutch Village Road, Alma Crescent or Titus Street, shall be zoned to reflect their present use. The City may consider applications for rezoning of such properties to commercial use provided that the land to be rezoned is adjacent to a property zoned commercial.

2.2.3 Further to Policies 2.2.1 and 2.2.2, the Land Use By-law shall include provisions in the Minor Commercial Zone to protect the adjacent residential area from the impact of commercial uses by limiting the location of pedestrian and vehicular access to stores and parking areas, and by requiring adequate on-site parking and buffering of visual and noise intrusions.

PART II - SECTION II
CITY-WIDE OBJECTIVES AND POLICIES

3. COMMERCIAL FACILITIES

3.1.2 Minor commercial centres should service several neighbourhoods. They should locate along principal streets with adequate provision for pedestrian, transit, service and private automobile access. Parking provision should be allowed on surface lots servicing single businesses, as long as conditions preclude nuisance impact on adjacent residential areas. Access to any parking area from the principal street should be controlled. The City should define the geographic limits of minor commercial centres, and shall encourage contiguity of commercial

or associated uses within those limits. Minor commercial centres should offer a wider range of services than neighbourhood shopping facilities including local office, restaurants, cinemas, health centres and multi-service centres. Notwithstanding any other policy in the Municipal Planning Strategy or Secondary Planning Strategies, billboards advertising off-site goods and services shall be prohibited in Minor Commercial areas. This policy shall serve as a guideline in rezoning decisions in accordance with Implementation Policies 3.1 and 3.2 as appropriate.

Relevant Excerpts from the Peninsula Halifax Land Use By-Law

C-2A ZONE
MINOR COMMERCIAL ZONE

59A(1) The following uses shall be permitted in any C-2A Zone:

(a) all R-1, R-2, R-2T and C-1 uses;
(b) stores for the purpose of retail trade and rental excluding:
  (i) motor vehicle dealers;
  (ii) motor vehicle repair shops which such shops are not primarily engaged in providing service station facilities; and
  (iii) adult entertainment uses
(c) radio, television and electrical appliance repair shops;
(d) watch and jewellery repair shops;
(e) a store for the purpose of personal service including shoe repair shops, barber and beauty shops, dry cleaners, funeral services, and excepting massage parlours and adult entertainment uses and amusement centres;
(f) bowling alley;
(g) a motion picture theatre;
(h) a service station;
(i) offices;
(j) a bank and other financial institutions;
(k) a restaurant;
(l) community facilities;
  (la) billboards not to exceed twenty-eight square meters (28m2) in area and not to extend more than eight meters (8m) above the mean grade on which it is situated provided that no billboard shall be erected in the **Peninsula North Area**;
  (lb) commercial recreation uses;
  (lc) **day care facility; (RC- Mar 3/09; E - Mar 21/09)**
(m) any use accessory to any of the foregoing uses.

59A(2) No person shall in any C-2A Zone carry out, or cause or permit to be carried out, any development for any purpose other than one or more of the uses set out in subsection (1).

59A(3) No person shall in any C-2A Zone use or permit to be used any land or building in whole or in part for any purpose other than one or more of the uses set out in subsection (1).

R-1, R-2T AND R-2 USES IN C-2A ZONE

59B Buildings erected, altered or used for R-1, R-2 and R-2T uses in a C-2A Zone shall comply with the requirements of their respective zones.

HEIGHT

59C The height of any building in a C-2A Zone shall not exceed 35 feet.

SIGNS

59D(1)(a) Any persons carrying on a business may place upon and parallel to the front of the building a non-illuminated signboard not exceeding 3 feet in height and limited to the space immediately above the ground floor store windows extending the length of such front and appertaining solely to the ownership of the business conducted therein. For each foot that the building face upon which the said signboard is placed is setback from the street line, .05 feet may be added to the height of such signboard to a maximum of eight feet. In no case shall a sign permitted by this section exceed 300 square feet in area.

(b) Any persons carrying on a business may place upon the building, a non-illuminated signboard not exceeding three feet in height and 300 square feet in area or two non-illuminated signboards, each of which does not exceed three feet in height and a total of 300 square feet in area and appertaining solely to the ownership of the business conducted therein.

59D(2) Illuminated signs may be erected provided they do not constitute a nuisance or hazard to the public.

59D(3) A single signboard (illuminated or otherwise) may be placed upon and perpendicular to the front of a building for the purpose of identifying the proprietor or nature of the business permitted therein. Such signboards shall be located immediately above the ground floor windows and shall not exceed 12 square feet (1.12 square meters) in area on a single surface. A maximum of two such signboards shall be permitted for any building regardless of the number of uses contained therein.

FAIRVIEW AREA

59E(1) In the **"Fairview Area"**, R-2AM and R-3 (Mainland Area) uses shall be permitted in any C-2A Zone.

59E(2) In the **"Fairview Area"**, buildings erected, altered or used for R-2AM and R-3 (Mainland Area) uses in a C-2A Zone shall comply with the requirements of the R-2AM Zone as detailed in Section 43AG, and the R-3 (Mainland Area) Zone respectively.

59F In the **"Fairview Area"**, the following additional requirements shall apply in the Minor Commercial Zone:

ACCESS (Fairview Area)

59F(1) Stores shall front on Dutch Village Road, Titus Street or Alma Crescent only. There shall be no commercial display of goods for sale on the side or rear of any buildings.

59F(2) Vehicular access to commercial uses and parking areas shall be from Dutch Village Road, Titus Street or Alma Crescent. Access from side streets is also permitted, provided that the minimum distance from an abutting residential zone to the point of access shall be 5 feet.

SETBACKS FROM RESIDENTIAL ZONES (Fairview Area)

59F(3) Any building used for C-1 or C-2A purposes in a C-2A Zone shall be set back a minimum of 20 feet from a rear lot line and 12 feet from a side lot line where such lot line abuts a residential zone.

DRIVEWAYS (Fairview Area)

59F(4) Driveways and parking areas for C-1 or C-2A uses in a C-2A Zone shall be set back a minimum distance of 5 ft. from a rear lot line adjacent to a residential zone and a side lot line adjacent to a residential zone and be screened by a fence having a minimum height of 5 ft. The 5 ft. setback area is to be landscaped and where a transparent fence is to be used, the landscaped setback area must provide solid visual screening on a year-round basis to a minimum height of 5 ft. at maturity.

ATTACHMENT D

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE # 01302 - WM Fares Group

7:00 p.m.
Wednesday, January 13, 2010
St. Andrews Center, Halifax

IN ATTENDANCE:	Randa Wheaton, Planner, HRM Planning Services Shanan Pictou, Planning Technician, HRM Planning Services Sharlene Seaman, Planning Controller, HRM Planning Services Councillor Mary Wile Councillor Russell Walker Councillor Jennifer Watts
ALSO IN ATTENDANCE:	Cesar Saleh, Applicant, W.M. Fares Group Roberto Mennendez, W.M. Fares Group Erika Benvie, W.M. Fares Group Sarah Parsons, W.M. Fares Group
PUBLIC IN ATTENDANCE:	Approximately 69

The meeting commenced at approximately 7:05 p.m.

1. Opening remarks/Introductions/Purpose of meeting - Randa Wheaton

Ms. Wheaton opened the meeting by introducing herself as the planner in charge of the application. She stated that the purpose of the meeting was to hear public comments and question concerning the application by W.M. Fares Group on behalf of the Roman Catholic Episcopal Corporation of Halifax for a Municipal Planning Strategy Amendment to allow a mixed use residential and commercial building at 3473 Dutch Village Road, Halifax by development agreement and to consider other amendments, as appropriate, to the Municipal Planning Strategy and Land Use By-law for the area bounded by Dutch Village Road, Joseph Howe Drive and Andrew Street to allow for future similar proposals.

She introduced HRM staff, Councillors and the consultant for the property owner (Cesar Saleh). She then provided the overall guidelines of the meeting.

(a) Overview of planning process - Randa Wheaton

Ms. Wheaton advised of the process, stating that the purpose of the meeting was to identify the scope

of the development and to receive feedback on issues and concerns. She advised that there are two processes within this application. The first being an amendment to the Municipal Planning Strategy (MPS) which is called a Plan Amendment. This creates a policy to allow the project to proceed. A site specific policy would allow a development agreement (DA) to be created for the project. The DA process is the second process associated with this application. It is a contract between HRM and the property owner. This contract establishes what the specifics are in dealing with what will be built on that property. After the MPS amendment process, the second step can be started, which is to draft the DA. This DA then goes to Council along with the report which recommends in favor or against the application and they can them make a decision as to whether or not they want to amend the policy document (MPS) and secondly, later, whether they want to approve the DA. The process starts with a Public Information Meeting (PIM), where no decisions will be made. This meeting is one of two opportunities where the public can express issues and concerns. Following this meeting there would be a detailed review of the application by staff and various agencies. There may then be modifications by the applicant concerning the proposal. A report and a draft DA would then be prepared. There would then be a second opportunity for public input. Regional Council (RC) and Community Council(CC) would hold a Joint Public Hearing (PH). The public would then, again, be invited to the PH. The decision (approval or rejection) of the plan amendment would be made by RC and CC will be making the decision on the DA. After the public has been heard at the Joint PH, the RC than makes a decision on the Plan Amendment and the DA goes back to the CC for approval.

Ms. Wheaton then showed the subject property (3473 Dutch Village Road), noting that it is within the Peninsula Plan Area but the boundary between the Peninsula and the Mainland is immediately west of the site and runs along the centerline of Dutch Village Road.

She talked about the specifics of the proposal stating that the property is currently occupied by the Saint Lawrence Church, rectory and centre which is located between Dutch Village Road and Joseph Howe Drive, north of the Bayer's Road intersection. The property is currently zoned C-2A (minor commercial). She advised that there would be access both from Dutch Village Road and Joseph Howe Drive. This can accommodate a considerable volume of vehicular traffic. It is surrounded by: commercial uses, including a retail plaza, a daycare facility, another plaza with office /retail uses and a residential building to the north. There are mix of commercial and residential uses on the west side of Dutch Village Road, a mixture of housing types including; single detached dwellings, low rise and high rise multiple unit residential buildings. Also, there are former railway lands on the west side of Joseph Howe Drive.

Ms. Wheaton stated that the Regional plan has identified the property as being within the Urban Settlement Designation and is also included in an Urban Center. The Urban District Center includes a mix of high density residential, commercial, institutional and recreation uses. The MPS identifies the designation as major commercial and the Peninsula Land Use By-law (LUB) identifies it as a minor commercial zone. The property is also located within the Fairview Area Secondary Planning Strategy. The Peninsula Land Use By-law and the Fairview Area Secondary Planning Strategy both have specific policies related to density, height and commercial uses.

Ms. Wheaton gave a brief introduction of the proposal stating that the application is for residential and office retail uses. It has five stories of commercial and office on the Joseph Howe Drive portion. It has eleven stories with 133 residential units on Dutch Village Road. It has two levels of underground and outdoor parking. She showed various views.

She advised that the Planning Department considers this area to be an area in transition. There are sites in the area that have been or are soon to be re-developed for a mix of residential and commercial uses. This indicates that it is an area in transition. Staff suggests that it is reasonable to also consider other appropriate amendments for the block bounded by Dutch Village Road, Joseph Howe Drive and Andrews Street to allow for a similar process in the future. Planning staff are considering opening up the area from a single property to the whole block, to look at creating policy in the MPS that would allow future applications by development agreement. This would address commercial or mixed use buildings without going through the MPS amendment process again.

She stated the meeting ground rules, advised of the notification list and then passed the floor to Cesar Saleh, W.M. Fares Group.

Presentation of Proposal - Cesar Saleh

Mr. Cesar Saleh introduced himself, his co-workers and his company (W.M. Fares Group, a design company) as the applicant. He stated that his company had been retained by the Roman Catholic Archdiocese to put in a proposal for the site. The reason for this request is: The Archdiocese is amalgamating three parishes into one. The construction of the new church is on the corner of Radcliffe Drive and Dunbrack Street. The Archdiocese is interested in the proposal for two reasons. The first being that it is economical. They want the sale to be a fair market value in today's marketplace so they can use the funds for a very good cause, which is the construction of the new church. Secondly, the Archdiocese is very interested in what will be going on the site and they want it to be compatible with the neighborhood. They also want the building to be high quality for the community which they faithfully served for over sixty years.

Mr. Saleh welcomed the Councillors and advised that he would be giving his presentation and welcomed questions and comments after he was finished.

He gave some examples of some past and ongoing work. He listed some Commercial Projects: Bayer's Lake Corporate Center, Chapters Bookstore, The Bay, Home Outfitters and Sears (Bayer's Lake). Hospitality Projects: The Sheridan Suites in Calgary, The Holiday Inn (Halifax and Moncton) and The Raddison Suites and Hotel (Halifax). Residential Projects: The Trillium, on South Park Street, the Fairmont condominium and The Inglewood, a condominium in the South end.

He advised that the site location was close to many amenities: Superstore, The Village, The Shopper's Drug Mart, schools, playgrounds, parks, major bus routes and a major highway exit (102).
They took the site location and visibility into consideration as it is ideal being on the Peninsula and

close to downtown. The site is narrow on Dutch Village Road and Joseph Howe Drive and wide in between which makes it unique and visible from both streets. They assessed the Regional Plan and it encourages mix use, commercial and high density residential. They assessed the termination of the Chester Spur Line. This gives it access off Joseph Howe Drive and makes the commercial and office use on that frontage a good component of the development. They also looked at the recent and anticipated growth and there are a lot of developments under construction or in the planning stage. Some of these are; Halifax West school site is proposed for a mixed use, commercial/residential building of varying heights and it is located at the end of Coronation Avenue and Dutch Village Road. The Saint Andrews Site, located at 6955 Bayer's Road is under construction (nine stories, 124 suites) and went through a similar process as the one for this application. The building at 7051 Bayer's Road (The Colors Building) was finished in 2007 and has 75,000 sq ft of office space. In 2008 an office building was constructed at the Village which is 250,000 sq ft, over 5 floors, and it is fully leased. The head office of Loblaws, 3711 Joseph Howe Drive is 37,500 sq ft of office space fronting on Joseph Howe Drive. The commercial building, Shoppers Drug Mart, was finished in 2005 and is located adjacent to the site.

Mr. Saleh stated that they are proposing a mixed use building. From the Joseph Howe side there is an office use, over five stories. The building then steps up into residential, eleven stories. The building then steps back down to ten and nine on Dutch village Road. The site has a lot of landscaping and surface parking.

He than showed the site plan in the presentation. The lot area is 2.5 acres. The building footprint area is 23,400 sq ft, which represents only 22 % coverage of the site. Residentially there are 133 units. Commercially there are 36,000 sq ft (over five floors). The height varies between nine, ten, eleven and then down to five. He showed access locations on the site plan for the underground parking (two levels). There are 130 parking spots, which are enough for each residential unit to have an indoor parking spot. Surface parking consists of 120 spots which would cover parking for the office space and visitors for the residential. The landscape area is 39,262 sq ft which represents 37 % of the site and is larger than the foot print of the building. The fitness area is 1,200 sq ft. The social area is almost one thousand sq ft. The common terraces on three levels, six, nine and ten, are for the enjoyment of the residents and are one thousand, eight hundred and six hundred sq ft.

He showed the rooms in the underground parking including utilities, mechanical, electrical, sprinkler, storage spaces and two elevators. The commercial and residential uses as well as entrances are separate.

Mr. Saleh showed level one hundred with the front being commercial office space and the back showing residential. The fitness and social suite are located at the front of this level. Levels two hundred to five hundred are commercial in the front and residential in the back. The units range in area from one thousand sq ft and 1,450 sq ft and are family type units. Level six to nine hundred are residential with access from level six to the roof terrace of the office building on the Joseph Howe side and it is the common terrace for the residents of the building. The building face has glass going all the way up on Joseph Howe which gives sunlight into the hall ways. This adds a lot of value to the

building. Level eleven hundred becomes a terrace for the enjoyment of the residents. The building is nine stories on Dutch Village Road. He showed elevations and views from both sides.

He stated that the exterior cladding of the building is composed of a combination of glass (which will help light the hallways), precast concrete, composite metal and stone. The balconies are glass with aluminum railings. The building is non combustible. There are no wood byproducts in the building. When a building goes higher, the code ensures that the quality has to increase. There are three elevators for the building. Two for the residential component and one for the commercial component. They are family type suites. There are five outdoor amenity areas.

Mr. Saleh stated the merits of the proposal; The building design captures the essence of the site bringing visual order and making a statement. The small building footprint allows for a large area of open space and landscape open space. Seventy eight percent of the site is open and thirty seven percent of the site is green. The building materials are glass, pre-cast concrete and composite metal, are of superior quality and create a visually interesting building. The proposed mixed use building would be a great investment in the economical fabric of the adjacent business community. It also provides a good opportunity to live and work at the same place (office and residential). Residents can enjoy available services and many amenities. The proposed building will enhance the area and would serve as an anchor for a commercial block in transition.

Mr. Saleh thanked everyone for listening and passed the floor back to Ms. Wheaton.

Ms. Wheaton opened the floor for comments and questions.

4. Questions/Comments

Trudy Needler owns a daycare that has 70 children attending daily. There are usually 70 cars which accompany the children. They show up from 7:30 through to 9:00 am. They have had the privilege from the church to utilize their parking area during the week. She is concerned about the parking and asked if the new property owner will allow her to do the same.

Ms. Wheaton advised that there isn't a lot of on street parking there so that may be a problem for her.

Ms. Needler asked if the developer would work with her on this.

Mr. Saleh advised that the church was kind enough to let her park there but they cannot sell it with any covenants on the property. He stated that she should discuss that with the future owner.

Ms. Needler is concerned about privacy as there are children playing various times during the day.

Randa Wheaton advised that there is very little that can be done about people looking down from the building but the developer could look at fencing along the property boundary that would prevent direct access at grade.

Mr. Saleh advised that there is a proposed privacy fence.

Ms. Needler is also concerned about the noise during construction and asked about guidelines and safety.

Mr. Saleh noted that concern and advised that they will be following the guidelines for safety.

Ms. Needler wanted to comment concerning traffic and stated that it is already an issue.

Mr. Stacy Wentzel asked what kind of heat the developer has chosen and asked the time line.

Mr. Saleh advised that natural gas would be available but they have not decided what they were going to choose at this time. The proposal should be ready in the spring of 2011 for construction to start.

James (Kie) MacIsaac wondered if a DA would establish a process with the Planning Department where they have more control over what happens on the property and if a zoning By-law change would give more freedom to the owner to put more things on the property that he may want to put on there.

Ms. Wheaton stated that he was correct.

Mr. MacIsaac stated that they moved to their street in the sixties and he wished he knew there was a planning process at that time. There were inadequate storm sewers. Water and infrastructure were minimum. There were two new schools built above the property which caused major flooding in the area. His basement flooded many times. At the latter part of the sixties these problems were resolved by the City. Over the years, major improvements have been made to properties in the area. Extensions to homes, demolition of old homes which were replaced by new homes. This enhanced the area considerably. Dutch Village Road was at one time a service area. It had an animal hospital, an IGA store, a Bank, a pharmacy, four or five garages and three church properties. The area was self served. The city sees the area as in transition but he feels it is in decay. The only new structure is Shoppers Drug Mart when the church was removed. He hopes the new development will act as a growth to the community for other development. Most of the stores, banks and schools have disappeared from the area and he would like to hope that this development with be a catalyst to new development and the community will see a renewal of their area.

Ms. Wheaton thanked Mr. MacIsaac for speaking as his view had encapsulated the feeling of the Planning Department and the fact that they would like to open the project up from site specific to involve the whole block. If the MPS is opened up, more people might develop their properties with a mixed use or commercial development by going through a single process as opposed to a double process like this application, it might hopefully create more opportunity to move forward with development plans and bring revitalization back to the community.

John Lanigan has lived in the area for the past fifty years. He believes it is a good development and thinks it is good for the area. It should be a catalyst for what Fairview used to be. He is very much in favor and would like to see it passed. He stated that unfortunately there are Council members that are not too fond of having high rise buildings in the area. He hopes that with the support of the community, the Councillors might be convinced.

Ms. Wheaton assured Mr. Lanigan that the Councillors would have an open mind and listen to all the information brought forward at decision time.

Christopher Roland lives directly across for the commercial side of the project. Asked how long the construction will take and are the units condos or apartments.

Mr. Saleh advised that it will take approximately twelve to eighteen months and they have not decided yet. That will be decided according to the marketplace at the time. The quality and size of the units indicate that they can be either condos or apartments.

Mr. Roland asked who the owner of the property would be and is there a buyer lined up.

Mr. Saleh advised that the Archdiocese will be selling the property as is and the new owners would have to build exactly as the plans are for the site. He stated that there was no buyer as of now but it is in the works with a real estate agent and this process will help them sell it and raise the funds that reflect the marketplace for the area.

Mr. Roland asked if someone can potentially go with a different project.

Ms. Wheaton stated that the purpose of the DA is so it is tied to a specific project and stays with the property. Even if owners change, the DA stays with the building unless someone goes through a process to remove the DA from the property. This would revert it back to the base zoning of commercial.

Mr. Saleh stated that the Archdiocese is very concerned as they want to make sure that whatever gets developed is compatible, in terms of use, and the quality is also very important.

Mr. Roland stated that his first reaction is that he is not thrilled at looking out his front door to see an eleven storey building. This makes him nervous. He believes it may be an eyesore as the other buildings are only two and three stories high.

Merlin MacAulay lived in the area for forty eight years and has seen numerous building built, short and tall. He is getting up to the age where he may consider living in this building. He supports the project.

James Cain is concerned about traffic as he is disabled and wonders if the city might put traffic lights in for the development.

Ms. Wheaton stated that she does not believe there will be traffic lights to facilitate this development. The configuration will probably focus most of the traffic onto Joseph Howe. It is more able to manage the traffic that will be generated from this project.

Mr. Cain stated that there will be an extra flow of traffic coming from up the hill which will be coming down to the proposed building. He is concerned about that. He also asked about changes to the property in the future.

Ms. Wheaton advised of the DA process and that changes could be made through a public process, which the community would be made aware of. As for abutting properties, they would be able to develop within the general block (Joseph Howe and Dutch Village) also by going though a public process.

Donald Kean expressed concern about traffic. There is a traffic light at Bayer's Road, one entrance at the Shopper's on Joseph Howe, a traffic light at Scott Street and another at the Superstore. He asked if there was any way to control traffic because it is a left turn off Joseph Howe.

Mr. Saleh advised that they will make sure the proposal will be sent to the traffic department to make sure they meet all the requirements. Secondly, there are two access points. They believe the majority of traffic will be on Joseph Howe. They are understanding that there are plans to widen Joseph Howe Drive and put in a third lane which will improve the traffic situation. HRM has plans to widen the road and the plans were in place before the proposal.

Mildred Manual is concerned about the traffic in and out of Central Ave. as it is busy already. She is also concerned about the height as she used to live in Montreal which she considered to be "a cement jungle". She likes low density and is against extra traffic but not development.

Mr. Saleh advised that they has retained a third party traffic consultant that has done a study on the stop sight distances for traffic going in and out of Joseph Howe and Dutch Village and they exceed the requirements. There are no safety issues. As for height, from all angles, people will only be exposed to the narrow side of the building. There is good visability.

Ms. Wheaton noted that the original proposal was one storey higher and didn't step down at the end. The developer has already modified the proposal to reduce the height and they have added the step down as well.

Cyril Courtney has been around for forty eight years. In that time he has seen the area developed and he was impressed with the project's appearance and that it will be well constructed. The footprint lessens the thrust of the high building and it leaves a lot of greenery, which is unusual with today's

construction. With the multiple retail and commercial opportunities in the area, people living there are going to be able to walk to work. This might fix the traffic problem. He is quite impressed with the project and would like to support it.

5. Closing comments

Ms. Wheaton asked for any other questions and thanked everyone for attending the meeting. She also noted that the minutes from the meeting will be reflected in the report and it will get brought to Council's attention. She also reminded all to sign the notification list to be advised of the Public Hearing.

6. Adjournment

The meeting adjourned at approximately 8:16 p.m.