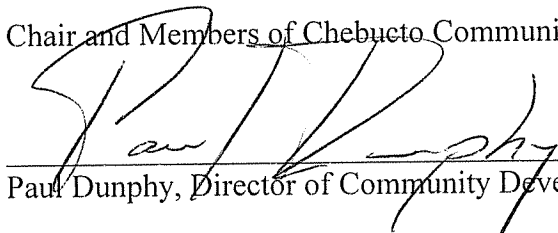




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
November 5, 2007

To: Chair and Members of Chebucto Community Council

Submitted by: 
Paul Dunphy, Director of Community Development

Date: October 23, 2006

Subject: **Case 01013: Amending Agreements - Lots MC-1 and MC-2 on Masthead Court, Royale Hemlocks, Halifax**

ORIGIN

Application by Paul Skerry Associates Limited, on behalf of PRIMO Properties Limited and Kimberly-Lloyd Developments Limited, to amend the Stage I and Stage II Development Agreements for Lots MC-1 and MC-2 on Masthead Court, Phase 9 of the Royale Hemlocks Subdivision, Halifax.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Give Notice of Motion to consider an application by Paul Skerry Associates Ltd. to amend the Stage I Development Agreement for Royale Hemlocks, and schedule a Public Hearing;
2. Approve the fourth amending Stage I Development Agreement, presented as Attachment A to this report, for Lots MC-1 and MC-2 on Masthead Court, Phase 9 of the Royale Hemlocks Subdivision, Halifax, to allow an increase in height from four to six stories;
3. *Following the coming into effect of the amending Stage I amending agreement*, approve the fourth amending Stage II Development Agreement for Royale Hemlocks, Phases 1B, 3, 4, 5, 6, 7, 8 and 9, presented as Attachment B to this report, to allow the two previously approved four storey 65 unit multiple residential buildings to be redesigned and increased in height to six storeys; and
4. Require the Amending Agreements for Stage I and Stage II, Phase 9, be signed and delivered 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.

BACKGROUND

The subject lands comprise two lots (MC-1 and MC-2) with a total lot area of approximately five acres. The lands are designated Residential Environments in the Halifax Municipal Planning Strategy and are zoned Schedule "K" in the Mainland Halifax Land Use By-law (see Map 1). Lands to be developed within Schedule "K" require a two stage approval by Council. The first stage (Stage I) involves Council approval for a concept plan and development agreement and a Public Hearing is required. The second stage requires more detailed plans and development agreements for individual phases of the development. Stage II development agreements are to be consistent with the Stage I agreement. A Stage II agreement requires Council approval but not a Public Hearing.

The Stage I Development Agreement for Royale Hemlocks was first approved by Chebucto Community Council on July 6, 1998 and amended three times, the last time being January 5, 2004. The Stage II, Phases 1B, 3 to 9, Development Agreement was approved by Chebucto Community Council on March 5, 2001 and amended three times, the last time being June 27, 2005. Subsequent to these approvals, the Developers have made a request to allow the two previously approved four storey, 65 unit multiple residential buildings on lots MC-1 and MC-2 to be redesigned and increased in height to six storeys.

DISCUSSION:

The intent of the proposed amendments is to improve the overall development by decreasing the footprints of the two buildings while incorporating increased landscaping on the subject properties. The amendment to the Stage I agreement consists solely of increasing the allowed building height for these two buildings in Phase 9 from four storeys to six storeys. A previous (the third) Stage I amendment was approved by this Council in January of 2004, for lands on Larry Uteck Boulevard owned by Pinnacle Developments Ltd., for a building height increase from four to six storeys, similar to this request.

The changes to the Stage II, Phases 1B and 3 to 9, agreement are:

- Inclusion of revised Schedules: a Site Plan for lots MC-1 and MC-2 in Phase 9, Elevations for Building 1 on MC-1 and Building 2 on MC-2 and a Landscape Plan for both lots;
- Increasing the allowed building height for Building 1 and Building 2 from four to six storeys;
- Requiring that the landscaping conform to Schedule "L" and require a letter from a Landscape Architect certifying that the landscaping complies with the agreement prior to the issuance of a full occupancy permit;
- An allowance for the Municipality to use securities for the completion of landscape works;
- A reinstatement requirement for damaged areas;
- Requiring building materials to substantively conform to what is shown on the schedules;
- Inclusion of requirements for the parking areas, driveways and walkways;
- Specifications for the plant material and sod with an allowance for minor modifications;
- A minimum requirement for sod on the landscaped podium;
- A clause requiring on-going property maintenance;

- Prior to Building Permit issuance, the submission of a construction detail for the proposed retaining wall and fence certified by a Professional Engineer; and
- Requiring certification from an Architect that the development conforms to the agreement.

Staff is satisfied that the proposal and terms of the proposed amending agreements for this development are consistent with the policy framework, previous approvals and that they are consistent with sound land use planning. The changes reflected in the amending agreement for the Stage I development agreement (Attachment A) have been prepared to promote a higher quality development. The changes reflected in the amending agreement for the Stage II, Phases 1B and 3 to 9, development agreement (Attachment B) have been prepared to reflect adjustments related the revised building design and increased landscaping that will be beneficial to the development.

Public Consultation

A Public Meeting was held on May 16, 2007, and the minutes are attached (Attachment C). The area of notification to be used should a Public Hearing be held is shown on Map 1.

BUDGET IMPLICATIONS

There are no budget implications. The Developers 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

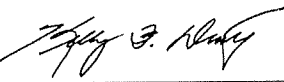
1. Chebucto Community Council can approve the amendments to the Stage I and Stage II, Phases 1B and 3 to 9, Development Agreements as set out in Attachments A and B. This is the recommended approach.
2. Chebucto Community Council could direct that revisions be made to the draft amending agreements. Depending on the extent of changes requested, an additional staff report(s) may be required.
3. Chebucto Community Council may refuse the amendments to the Stage I and Stage II, Phases 1B and 3 to 9, Development Agreements. This is not recommended as they comply with the policies of the Halifax Municipal Planning Strategy. If Community Council chooses to reject the application, reasons must be given.

ATTACHMENTS

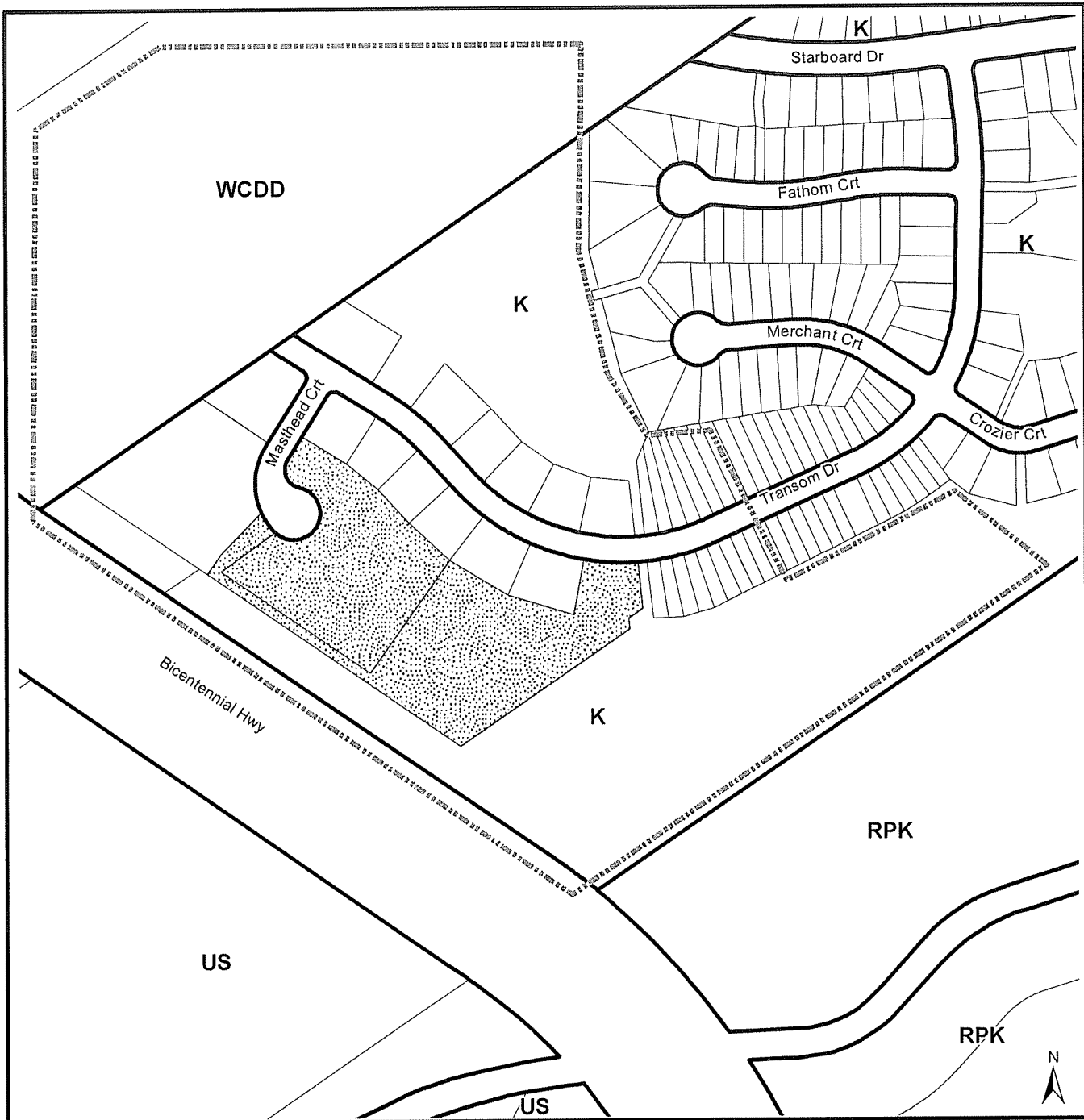
Map 1 Location and Zoning
Attachment A Fourth Amending Agreement for Stage I
Attachment B Fourth Amending Agreement for Stage II, Phases 1B, 3, 4, 5, 6, 7, 8 and 9
Attachment C Public Information Meeting Minutes of May 16, 2007

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: 

Kelly Denty, Acting Manager, Planning Services, 490-6011



Map 1 - Location and Zoning

Masthead Court
Halifax

-  Subject area
-  Area of notification

Halifax Mainland
Land Use By-Law Area

Zone

- K Schedule K
- WCDD Wentworth Comprehensive Dev. District
- US Urban Settlement
- RPK Regional Park



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

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

Fourth Amending Agreement for Stage I

Attachment A

THIS AMENDING AGREEMENT made this day of , 2007,

BETWEEN:

KIMBERLY-LLOYD DEVELOPMENTS LIMITED,
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

PRIMO PROPERTIES LIMITED,
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE SECOND PART

- and -

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

OF THE THIRD PART

WHEREAS the Developer of the first part, Kimberly-Lloyd Developments Limited, and the Developer of the second part, PRIMO Properties Limited, are the registered owners of certain undeveloped lands on Masthead Court, Halifax, (PID # 41235060 and # 41235136) and which said lands are more particularly described in Schedule "A" hereto (hereinafter called the "Lands");

AND WHEREAS, the Chebucto Community Council of Halifax Regional Municipality granted approval of an application (Case 7620) by the Developer of the first part to enter into a Stage I Development Agreement to allow for conceptual approval of the Royale Hemlock Subdivision on the lands, which said development agreement was recorded on November 20, 1998, at the Registry of Deeds at Halifax County as Document Number 37344 in Book Number 6308 at Pages 596 to 618 (hereinafter is called "the Existing Stage I Agreement");

AND WHEREAS, the Chebucto Community Council of Halifax Regional Municipality granted approval of an application (Case 00454) by the Developer of the first part to enter into an amendment to the Stage I Development Agreement, which said agreement was recorded on August 15, 2003, at the Registry of Deeds at Halifax County as Document Number 35309 in Book Number 7446 at Pages 903 to 909 (hereinafter is called “the First Amending Stage I Agreement”);

AND WHEREAS, the Chebucto Community Council of Halifax Regional Municipality granted approval of an application by the Developer of the first part to enter into an amendment to the Stage I Development Agreement, which said agreement was recorded on October 29, 2003, at the Registry of Deeds at Halifax County as Document Number 47969 in Book Number 7518 at Pages 1159 to 1164 (hereinafter is called “the Second Amending Stage I Agreement”);

AND WHEREAS, the Chebucto Community Council of Halifax Regional Municipality granted approval of an application (Case 00606) by Pinnacle Developments Limited to enter into an amendment to the Stage I Development Agreement, which said agreement was recorded on February 16, 2004, at the Registry of Deeds at Halifax County as Document Number 6336 in Book Number 7612 at Pages 969 to 984 (hereinafter is called “the Third Amending Stage I Agreement”);

AND WHEREAS the Developers of the first and second part have requested a fourth amendment to the provisions of the Stage I Agreement to allow the two previously approved four storey 65 unit multiple residential buildings to be redesigned and increased in height to six storeys;

AND WHEREAS the Chebucto Community Council for the Halifax Regional Municipality approved this request at a meeting held on the day of , 2007, subject to the registered owners of the Lands entering into this agreement referenced as Municipal Case Number 01013;

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

The existing Stage I agreement, as amended, shall be further amended as follows:

1. Clause 3.4 d) of the Stage I - Development Agreement for Royale Hemlocks shall be amended by deleting clause 3.4 d) and replacing it with:

- 3.4 d) (i) Apartment buildings shall be limited to the area shown in Schedule “B” as “Multi-Family” and they shall not exceed four storeys in height at the greatest topographical elevation.
- (ii) Notwithstanding Clause 3.4d)(i) apartment buildings located in Phase 1A **and Phase 9** shall not exceed six storeys in height at the greatest topographical elevation. To ensure harmonization with adjacent buildings and to present a high quality streetscape, building envelopes (footprint and height) and architectural

themes for the apartment buildings shall be provided at the time of the Stage II approval detailing such items as exterior material, jogs and offsets, balconies, siting of the building to maximize the views of the Bedford Basin from the lands to the west of the building, tree retention and landscaping features. Similar architectural controls shall be provided for the proposed commercial development.

(iii) Notwithstanding Schedule "B", apartment buildings may be permitted on the north side of Larry Uteck Boulevard in the area identified as Town Houses.

All other terms and conditions of the Existing Stage I Agreement and the First, Second and Third Amending Stage I Agreements shall remain in full force and effect.

Time shall be of the essence of this Fourth Amending Stage I Agreement.

This Fourth Amending Stage I Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED) **KIMBERLY-LLOYD DEVELOPMENTS LIMITED**
in the presence of:)

_____)
)
)
) Per: _____

_____) **PRIMO PROPERTIES LIMITED**
)
)
) Per: _____

SEALED, DELIVERED AND)
ATTESTED to by the proper)
signing officers of Halifax Regional) **HALIFAX REGIONAL MUNICIPALITY**
Municipality duly authorized)
in that behalf in the presence) Per: _____
of) MAYOR

_____)
) Per: _____
) MUNICIPAL CLERK

Royale Hemlocks Subdivision, Halifax

AND WHEREAS the Chebucto Community Council of Municipality granted approval of an application (Case 00262) by the Developer of the first part to enter into a Stage II development agreement for Phases 1B, 3, 4, 5, 6, 7, 8 and 9, of the Royale Hemlock Subdivision, which said development agreement was registered at the Registry of Deeds in Halifax County on May 7, 2001 as Document Number 14534 in Book Number 6751 at Pages 1030 to 1059 (hereinafter called the "Existing Stage II Agreement");

AND WHEREAS the Chebucto Community Council of the Municipality granted approval of an application (Case 00402) by the Developer of the first part to amend the Stage II development agreement for Phases 1B, 3, 4, 5, 6, 7, 8 and 9, of the Royale Hemlock Subdivision which said development agreement was registered at the Registry of Deeds in Halifax County on May 29, 2002 as Document Number 21066 in Book Number 7050 at Pages 132 to 139 (hereinafter called the "First Amending Agreement")

AND WHEREAS the Chebucto Community Council of the Municipality granted approval of an application (Case 00454) by the Developer of the first part to amend the Stage II development agreement for Phases 1B, 3, 4, 5, 6, 7, 8 and 9, of the Royale Hemlock Subdivision which said development agreement was registered at the Registry of Deeds in Halifax County on August 15, 2003 as Document Number 35311 in Book Number 7446 at Pages 915 to 928 (hereinafter called the "Second Amending Agreement");

AND WHEREAS the Chebucto Community Council of the Municipality granted approval of an application (Case 00761) by the Developer of the first part to amend the Stage II development agreement for Phases 1B, 3, 4, 5, 6, 7, 8 and 9, of the Royale Hemlock Subdivision which said development agreement was registered at the Registry of Deeds in Halifax County on September 1, 2005 as Document Number 82892556 (hereinafter called the "Third Amending Agreement");

AND WHEREAS the Developers have requested an amendment to the provisions of the Stage II, Phases 1B and 3 to 9, agreement;

AND WHEREAS the Chebucto Community Council for the Halifax Regional Municipality approved this request at a meeting held on the day of , 2007, subject to the registered owners of the Lands entering into this agreement referenced as Municipal Case Number 01013;

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

The existing Stage II agreement, as amended, shall be further amended as follows:

1. Section 1.1 of the Second Amending Agreement shall be amended by replacing the Schedule "I" attachment with a new Schedule "I" attachment dated October 12, 2007 and numbered 01013-0017.
2. Section 1.1 of the Second Amending Agreement shall be amended by deleting the words "Schedule "J": Architectural Renderings for Multiple Unit Building, Phase 9" and replacing it with "Schedule "J": Front and End Elevations for Buildings 1 and 2, Masthead Court, Phase 9" and replacing the Schedule "J" attachment with a new Schedule "J" attachment dated June 27, 2007 and numbered 01013-0019.
3. Section 1.1 of the Second Amending Agreement shall be amended by adding "Schedule "K": Rear and End Elevations for Buildings 1 and 2, Masthead Court, Phase 9" and adding a Schedule "K" attachment dated June 27, 2007 and numbered 01013-0020.
4. Section 1.1 of the Second Amending Agreement shall be amended by adding "Schedule "L": Landscape Plan, Masthead Court, Phase 9" and adding a Schedule "L" attachment dated October 22, 2007 and numbered 01013-0018.
5. Section 5.1 (g) shall be deleted and replaced as follows:
 - (g) The development of the "multi-family" site shown on Schedule "B" as Phase 9 shall substantially conform with the Site Plan and Architectural Renderings presented in Schedules "I", "J" **and "K"** and shall otherwise conform with the applicable requirements of the R-4 Zone of the Land Use By-law, provided the number of units on the site shall not exceed sixty (130), in total, and the height shall not exceed **six (6)** habitable storeys. ***Landscaping shall conform to the Landscape Plan presented in Schedule "L"***.
 1. The number of units per building may vary, however the total units on the site shall not exceed one hundred and thirty (130);
 2. The Developers shall provide an area designated for the storage of recyclables, organics and refuse, and the collection and loading of the same. Sufficient space shall be provided in a common area of the property (interior or exterior) for containers to store recyclables (i.e. food and beverage containers), paper materials, organics (i.e. food and leaf and yard waste), and refuse (materials not included in other categories). The area used for the collecting and loading of recyclables, paper, organics and refuse shall:
 - (a) be of adequate size for separate bin(s) for each type of material (i.e. recyclables, paper, organics and refuse);
 - (b) be accessible and convenient for tenants and waste haulers;

- (c) be adjacent to each other where ever feasible;
 - (d) be clearly identified by signage and clearly identify the type of materials accepted therein.
3. All rooftop mechanical equipment shall be positioned, screened or both in order to not be visible from any public street right-of-way and any adjacent property. Screening shall be provided by either rooftop screening or ground level vegetation. Rooftop screening shall be the same as or compatible to the principal building in terms of design, colour, texture, quality and materials. The use of parapets for such a purpose is encouraged;
 4. All elevator penthouses shall be the same as or compatible to the principal building in terms of design, colour, texture, quality and materials;
 5. The layout of the site shall generally be consistent with Site Plan attached as Schedule "I";
 6. The Development Officer may approve minor changes to the layout of the site, building footprint size, shape and orientation of buildings shown in Schedule "I" provided the integrity of the design is maintained or enhanced, and furthers the intent of this Agreement.
 7. ***Prior to issuance of the full Occupancy Permit the Developers 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. Occupancy permits may, at the discretion of the Development Officer, be issued subject to security being provided to the Municipality in the amount of 110 per cent of the estimated cost of completion, as provided by the Developers, of all outstanding work. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, issued by a chartered bank. The security shall be returned to the Developers only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality. Should the Developers not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this Section of the agreement. The Developers shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developers upon completion of the work and its certification.***
 8. ***Building materials shall substantively conform to those identified on Schedules "J" and "K" and the Developers shall be entitled to minor modifications to the architectural requirements shown on the schedules provided the changes are***

minor in nature, in the opinion of the Development Officer and comply with the intent to this agreement.

9. *The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedule "I". The Developers agree that the parking on the Lands shall comply with the following:
 - (a) *All parking areas, driveways, circulation aisles and walkways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer. Notwithstanding, walkways shall not be finished with asphalt.*
 - (b) *Where parking lots are to be delineated by curbing, such curbing shall not be asphalt.*
 - (c) *Walkways should be designed to be barrier free where possible.**
10. *All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.*
11. *The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.*
12. *A minimum of 15 cm (6 inches) of drainage gravel or equivalent over the extent of the landscape podium plus an additional 40 cm (16 inches) of topsoil for sod shall be provided. It is the responsibility of the Developers 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 landscape podium.*
13. *All retaining wall systems are to be identified including the height (top of wall and bottom of wall elevations) and type of safety fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a Professional Engineer prior to building permit issuance.*
14. *The Developers shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways.*
15. *All disturbed areas shall be reinstated to original condition or better.*

6. Section 5.5 shall be deleted and replaced as follows:

5.5 No occupancy permit shall be granted for any apartment building unless certification has been received from a professional architect that the development conforms with requirements of Clauses 5.1(f) and 5.1(g).

All other terms and conditions of the Existing Stage II Agreement for Phases 1B and 3 to 9, as amended, shall remain in full force and effect.

Time shall be of the essence of this Fourth Amending Stage II Agreement.

This Fourth Stage II Amending Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED) KIMBERLY-LLOYD DEVELOPMENTS LIMITED

in the presence of:)

_____) Per: _____

) PRIMO PROPERTIES LIMITED

_____) Per: _____

SEALED, DELIVERED AND)

ATTESTED to by the proper)

signing officers of Halifax Regional) HALIFAX REGIONAL MUNICIPALITY

Municipality duly authorized)

in that behalf in the presence) Per: _____

of)

MAYOR

_____) Per: _____

**Public Information Meeting
Case 01013
May 16, 2007**

In attendance: Councillor Hum
Randa Wheaton, Senior Planner, Planning Applications
Gail Harnish, Planning Services
Paul Skerry, Architect
Jim Kanellakos, Developer

Ms. Randa Wheaton called the public information meeting to order at approximately 7:00 p.m. at Ecole Beaubassin, Larry Uteck Boulevard.

Ms. Wheaton indicated we are here to talk about an amendment to a development agreement. A development agreement is a legal agreement between HRM and the developer. There have been several development agreements and amendments associated with Royale Hemlocks. In this particular case, we are talking about the Royale Hemlocks Stage I agreement which is a master plan agreement. The area was then broken into small phases and there were separate development agreements that were done which were called Stage II agreements which are a more detailed level of design. The Stage II agreement we are amending is for Phases 1B and 3-9. It is a very large agreement and encompasses a lot of properties. In this particular case we will only deal with two parcels for two apartment buildings which were previously approved.

Ms. Wheaton reviewed the amendment process:

- an application was received
- we did a preliminary review to make sure what they are proposing is within the scope of our abilities to undertake. What they are proposing is not only a change to the Stage II agreement which is the more detailed design but also the Stage I agreement which is the master plan. The request is to increase the number of storeys for two apartment buildings previously approved from four to six storeys. Both the Stage I master plan agreement and the detailed Stage II agreements for Phases 1B and 3-9 include a restriction on the height of buildings to four storeys, so in order to increase the height to six storeys, both agreements have to be amended.
- we are now at the public information meeting
- we will do a detailed review of the application. In this case, because it is a change in the height, a lot of the site design and building design is very similar to what has previously been approved, but we will look at all of these things from a technical level to make sure it is feasible that they can still proceed with two apartment buildings in the configuration they are proposing.
- we will prepare a draft amending agreement with a report that will be tabled with Chebucto Community Council which includes a recommendation
- Community Council would decide whether or not to schedule a public hearing, or they can reject it
- Community Council will make a decision following the public hearing

- there is an appeal process

Mr. Paul Skerry stated he was an architect and has been practicing architecture in Halifax since 1971. They are trying to increase the quality of the project. They are not talking about whether or not there will be an apartment building. They are looking at the same number of units. They want to reduce the physical footprint of the building. Four storey buildings take up more space and crowd up the site. They are trying to do something nice so they are proposing a fully concrete building which means the cost and the quality of the building is higher. When they go from four to six storeys, they have to go with non-combustible construction which increases the costs and the quality.

Mr. Skerry said they think they can fit the buildings on the site better. A six storey building would be smaller on the site. He displayed a drawing which illustrates the building that would be built in two phases. This illustration gives them the footprint at six storeys and you can see the perimeters of the site. If they spread the buildings out, a lot of the dimensions will change. When they looked at the scheme of the development, there was a very small distance between the two buildings. They have increased the distance to about 165' between the two buildings.

Mr. Skerry indicated all of the parking underground is based on a 1:1 ratio and the top of the parking garage is blended into the site. He pointed out the access roads from the two buildings as well as the visitor's parking which is at a 1:3 ratio for each building. There is ample parking onsite. This will be a nice building. As an apartment building, this is a very acceptable kind of structure and is the kind of structure Halifax should have.

Mr. Skerry said they started with three storeys and then four and now six storeys. Why are we always going higher? They need to make the city work. A six storey building is probably thought of as a big building. He liked a city of six to eight storey buildings. These are the kind of buildings that give them the kind of infrastructure they need to support the city. It is concrete frame and would have veneer, big windows and 8' deep balconies. There will be two bedroom units and two bedroom dens. They are condominium style apartment rental buildings.

Mr. Skerry noted these are preliminary drawings which they can still incorporate ideas into.

Ms. Liselotte Sawh asked for confirmation that they would have the same number of units in the six storey buildings as they would in the four storey buildings.

Mr. Skerry responded yes.

Ms. Sawh indicated the traffic is heavy and there is no other exit.

Mr. Skerry responded he could appreciate that. He thought the construction of the second building is contingent on the construction of the overpass. The overpass is in the murky future and will be

built. It is good to have the higher density close to the higher arterials. This site is adjacent to the highway.

Councillor Hum indicated it is in the budget for 2009. It is cost shared between the Province, Clayton Developments, and HRM. There is a capital cost contribution as part of the approval.

Mr. Dave MacNeil questioned what the total number of units are in each building. It was responded 65 units per building.

Mr. Kanellakos indicated their plan is to put up the first building. The City will not give them approval for the second building until the interchange is in place.

Councillor Hum noted Starboard Drive was always meant to be that longer street with all the abutting streets off it. There is also a cap on the number of units that can be built in Royale Hemlocks before the interchange. When they originally looked at Royale Hemlocks and Bedford South, they looked at the capacity and said it could handle a certain amount of vehicles and after that it would have to have an interchange so it can funnel traffic from Royale Hemlocks and Bedford South to the 102 Highway.

Mr. Skerry noted that in one of the buildings, none of the cars leave the parking garage during the day because none of the people living there work. The developer was not physically targeting them but when you build that quality and size of units and in that price range, that is who you get. The units range in size from 1250 to 1400 sq.ft. Most developers realize today there is no point in building cheap apartments any longer.

Ms. Sawh asked about the dotted line on the map. Ms. Wheaton advised that was the area of notification.

Mr. MacNeil asked if there are other plans for this type of density in this area. Ms. Wheaton indicated she believed these are the only high density buildings in this area.

Councillor Hum questioned what was in the original Stage I and II agreements for this area.

Mr. Rob MacPherson responded that in terms of the Royale Hemlocks' property, there has been no change in density. The original Stage I agreement had a certain density allocated to the property. Through the process, the streets and mix has changed but the overall density has not. The Ravines as part of the Bedford South master plan area is subject to a different agreement. There is no more apartment building development in Royale Hemlocks.

Mr. MacNeil noted there is land adjacent to Royale Hemlocks. As Transom Drive pushes into that area, is there a likelihood of development in that area?

It was noted that all along the Bedford Highway from here to Bedford there are development agreements in place. There is the Bedford South/Wentworth Estates development adjacent to Royale Hemlocks Estates. It is mixed development.

Ms. Wheaton indicated the area identified as WCDD is a comprehensive development district. Anything that occurs there has to go through the discretionary process where the public is involved. Once you have a development agreement in place, there is always an opportunity for amendment. There are non-substantial amendment clauses in them that have to go to Council for approval. The rest of the amendments involve public participation.

The meeting adjourned at approximately 7:45 p.m.