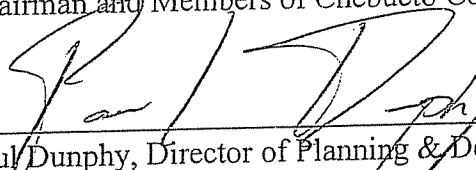


Chebucto Community Council  
June 12, 2006

To: Chairman and Members of Chebucto Community Council

Submitted by:   
Paul Dunphy, Director of Planning & Development Services

Date: May 23, 2006

Subject: Case 00834: Development Agreement for Phase 1- Block F, Kelly Street

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**ORIGIN:**

Application by Killam Investments Incorporated, for a Development Agreement to permit a seventy unit apartment building.

**RECOMMENDATION:**

It is recommended that Chebucto Community Council:

1. Give Notice of Motion to consider an application by Studio Works International Limited, on behalf of Killam Investments Incorporated, to enter into a Development Agreement to permit a seventy unit residential building as Phase 1 on Block F, Kelly Street, Halifax, and to schedule a public hearing.
2. Approve the proposed Development Agreement, presented as Attachment A of this report, to permit a seventy unit residential building as Phase 1 on Block F, Kelly Street, Halifax.
3. Require that the Development Agreement be signed and returned 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND:**

A request has been received on behalf of Killam Investments Incorporated, to enter into a Development Agreement to permit, as Phase 1, a seventy unit residential building on Block F, Kelly Street, between Alton Drive and Osborne Street (see Map 1). This project is Phase 1 of a proposal to develop a residential complex including multiple unit residential, assisted living facilities and townhouses which was the subject of a Plan Amendment that was approved by Halifax Regional Council at its June 17, 2003 meeting.

### **Proposal**

The proposal is to enter into a development agreement for Phase 1 only which is for a single 70 unit multiple residential building to be located next to the existing 48 unit apartment building at 36 Kelly Street.

## **DISCUSSION:**

The Developer has proposed to proceed with only Phase 1 of the development at this time so that the outstanding issues related to the site can be more thoroughly investigated in hopes of coming forward with a proposal for the remaining Phases which is more palatable to the community and addresses concerns raised by the Nova Scotia Department of Environment and Labour related to the existing wetland.

Section 1.2.3.1(c)iv) of the Mainland South Secondary Planning Strategy, referenced as Attachment B, states that:

The development may be phased but no more than 25% of the development shall be permitted to proceed prior to rehabilitation and completion of Kelly Street.

This policy enables the Phasing that is being proposed at this time and, as the proposed apartment building includes less than 25% of the total number of units, this policy also permits the presently proposed development to access from the existing cul-de-sac on Kelly Street. Any applications received for development agreements for future Phases will require a full public process for approval.

The proposed 70 unit apartment building has been designed to address the requirements set out in the MPS (refer to Attachment B) and the development agreement has been drafted to ensure as much as possible that the proposed phase of the development meets those requirements. The MPS requirements have been addressed as follows:

- The apartment has been limited to four stories and 50 feet in height which is in keeping with the adjacent apartment building;
- The building design has attempted to reflect community housing materials and detailing;
- The apartment building has been limited to a maximum of 70 units and is required to meet the R-3 zone requirements including setback and angle controls;
- Efficient and safe vehicular and pedestrian access has been provided;
- A required Landscape Plan is to meet minimum standards set out in the development agreement;
- Measures to ensure the retention of healthy trees are required during site development in order to provide screening and buffering to the abutting properties;
- A minimum setback of 50 feet from abutting property lines has been met to facilitate the integration of the new building into the existing neighbourhood and reduce opportunities for negative impacts;
- A 40-foot buffer of existing vegetation has been provided for screening from adjacent properties;

- Supplemental tree planting is to be provided in areas of insufficient tree cover;
- The buffer areas identified in Schedule B are to be preserved in their natural state until approvals are in place for the other Phases of the development;
- Adequate servicing has to be provided as identified in the development agreement; and
- Traffic patterns generally remain intact as the proposed building accesses the existing cul-de-sac.

The proposed draft Development Agreement for Phase 1 allows a single multiple residential building which complies with existing MPS policy and will be compatible with the surrounding community. In staff's view, the development agreement provides a greater level of detail related to Phase 1 allowing development to proceed on the lands while the unresolved issues related to the remaining Phases are provided the opportunity to be resolved.

#### **Public Information Meeting**

A Public Information Meeting (PIM) was held on November 24, 2005 to discuss all Phases of the proposed development. Minutes of that meeting are appended as Attachment C. A number of issues were raised at the PIM such as the completion of Kelly Street to make a through street and traffic related concerns.

#### **BUDGET IMPLICATIONS:**

None

#### **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:**

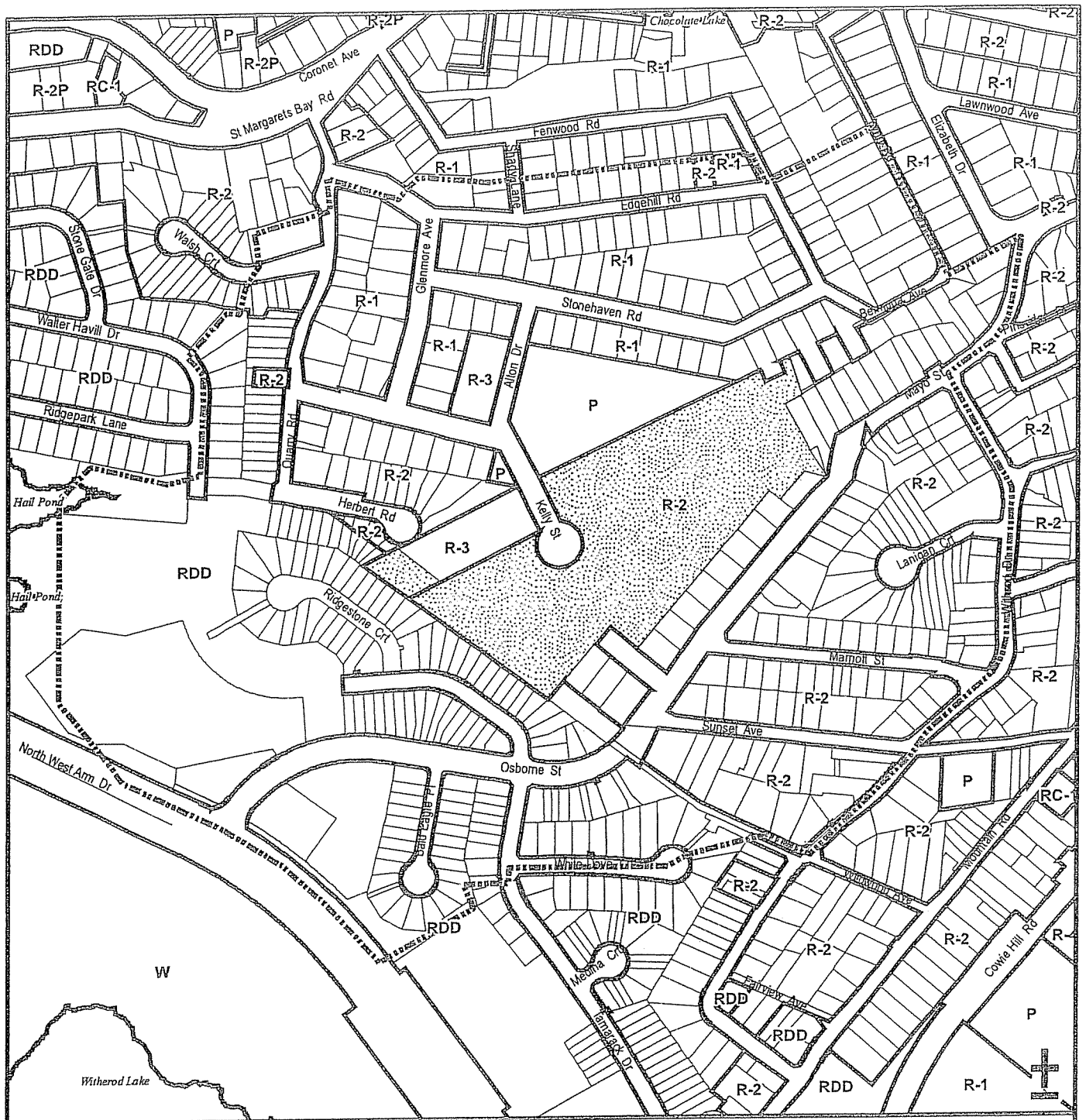
1. Chebucto Community Council could approve the proposed Development Agreement as set out in Attachment A. This is the recommended course of action.
2. Chebucto Community Council could direct that revisions be made to the proposed agreement prior to holding a Public Hearing. Depending on the extent of changes requested, an additional staff report(s) may be required.
3. Chebucto Community Council may refuse this Development Agreement. This is not recommended as it complies 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 Map
- Attachment A - Proposed Development Agreement
- Attachment B - Relevant MPS Policies
- Attachment C - Minutes of November 24, 2005, Public Information Meeting



Additional copies of this report and information on its status can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report prepared by Randa Wheaton, Senior Planner, Planning Applications, Planning and Development Services, 490-4499



Map 1 - Location and Zoning

# Block F, Kelly Street Halifax

-  Subject property
-  Area of notification

Halifax Mainland  
Land Use By-Law Area

## Zone

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-2P General Residential
- R-3 Low-Rise Apartment
- R-4 Multiple Dwelling
- RC-1 Neighbourhood Commercial
- P Park and Institutional
- RDD Residential Development District
- W Watershed

**HALIFAX**  
REGIONAL MUNICIPALITY  
PLANNING AND  
DEVELOPMENT SERVICES

0 20 40 60 80 100  
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This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area.

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

**ATTACHMENT A**

THIS AGREEMENT made this            day of            , 2006,

BETWEEN:

KILLAM INVESTMENTS INCORPORATED  
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,  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Block F, Kelly Street, Halifax, PID # 40724973 and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a seventy unit residential building as Phase 1 on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies 1.2.3 and 1.2.3.1 of Section X (Mainland South Secondary Planning Strategy) of the Halifax Municipal Planning Strategy and Section 72 of the Mainland Halifax Land Use Bylaw;

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on            2006, referenced as Municipal Case Number 00834;

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 and use of the Lands shall comply with the requirements of the Mainland Halifax 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**

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.

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 HRM 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.

## **1.4 Conflict**

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 Where the written text of this agreement conflicts with information provided in the Schedules attached to this agreement, the written text of this agreement shall prevail.

## **1.5 Costs, Expenses, Liabilities and Obligations**

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer.

## **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 / USE OF LANDS**

- 2.1.1 The Developer shall develop the lands for a multiple unit residential building , which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this agreement and the plans numbered 00834-0051 to 00834-0056 inclusive filed in the Halifax Regional Municipality as Case Number 00834:

The schedules are:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan numbered 000834-0051
Schedule C	Parking Floor Plan numbered 00834-0052
Schedule D	Main Floor Plan numbered 00834-0053
Schedule E	Typical Floor Plan numbered 00834-0054
Schedule F	North and South Elevations numbered 00834-0055
Schedule G	East and West Elevations numbered 00834-0056

- 2.1.2 The development of the Lands shall occur in multiple phases. Phase 1 shall be for the 70 unit multiple residential building the subject of this Development agreement. Future Phases shall be for the two assisted living buildings and for the townhouses allowed within the Municipal Planning Strategy for Mainland Halifax.

### **2.2 SITING AND ARCHITECTURAL REQUIREMENTS**

- 2.2.1 The Developer agrees that the building constructed as Phase 1 on the Lands shall generally comply with Schedules B to G of this agreement.
- 2.2.2 The multiple unit residential building shall comply with the provisions of the R-3 Zone contained within the Land Use By-law for Mainland Halifax.
- 2.2.3 The multiple unit residential building shall not exceed 70 units.
- 2.2.4 The multiple unit residential building shall not exceed four residential storeys exclusive of an underground parking garage and shall not exceed 50 feet in height.
- 2.2.5 The multiple unit residential building shall be located adjacent the existing apartment building located at 36 Kelly Street.



2.2.6 Architectural treatment shall be continued around all sides of the building as identified on Schedules F and G.

2.2.7 Exterior building materials may include any one or more of the following:

- stone face masonry
- horizontal wall cladding such as Hardy board
- concrete architectural details
- a maximum of 35% vinyl siding
- acceptable equivalent in the opinion of the Development Officer, in consultation with a Building Official.

2.2.8 Any exposed foundation or parking garage face in excess of one (1) metre/three (3) feet shall be architecturally detailed, veneered with stone or brick or an equivalent.

2.2.9 Roof materials shall be comprised of asphalt shingles or equivalent.

2.2.10 All roof mounted mechanical and/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.

2.2.11 The Developer shall be entitled to modify the internal floor plans and the configuration of internal units provided the maximum number of units is not exceeded, the building size has not increased, the exterior appearance of the building is not affected and the density allowed under the R-3 Zone for Mainland Halifax has not been exceeded .

2.2.12 All balconies shall incorporate as a minimum prefinished metal balcony railings.

2.2.13 A 50 foot building setback and a vegetated 40 foot tree preservation buffer area shall be maintained along the property line shared with properties fronting on Walter Havill Drive and Blue Bird Court and as identified in Schedule B.

### **2.3 PARKING, CIRCULATION AND ACCESS**

2.3.1 The parking areas shall be sited as generally shown on Schedules B and C. The surface parking area shall contain a minimum of 10 stalls and the underground parking shall include a minimum of 60 stalls.

2.3.2 The limits of the surface parking area shall be defined by poured-in-place curbing and shall be hard surfaced.

2.3.3 The proposed driveway must meet the requirements of the Streets By-law # S-300.

## **2.4 BUILDING AND SITE LIGHTING**

- 2.4.1 Lighting shall be directed to all driveways, parking areas, building entrances and walkways and away from streets and abutting properties. Proposed lighting shall be shown on the site plan and building drawings prior to issuance of building permit
- 2.4.2 All lighting shall be installed prior to the issuance of an occupancy permit.

## **2.5 LANDSCAPING**

- 2.5.1 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.
- 2.5.2 A detailed Landscape Plan prepared by a Landscape Architect (that is a full member, in good standing, of Canadian Society of Landscape Architects) shall be submitted with the application for Development Permit. The detailed landscape plan shall include, as a minimum, planting and tree preservation as identified in this agreement and shall identify measures to provide a buffer and/or screening between the building and adjacent residential properties as well as for aesthetic enhancement. The plan should maintain as much of the natural landscape and vegetation as can be reasonably achieved.
- 2.5.3 Planting details for each type of plant material proposed on the landscape plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety). Deciduous trees shall have a minimum of 60 mm caliper (2.4 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm. (2 ft.). The plantings shall be approximately 50% coniferous for year round show and screening.
- 2.5.4 On private property along Kelly Street and along the north property line, landscaping shall consist of a minimum of 10 full size high branching deciduous trees placed approximately 7 metres (20 feet) on centre. The proposed trees shall be salt tolerant varieties.
- 2.5.5 Foundation planting shall be provided in the form of upright shrubs. At least 12 shrubs shall be provided on each side of building entrances in mulched planting beds.
- 2.5.6 Upright shrub material shall be used to screen any electrical transformers or other utility boxes.
- 2.5.7 A grading plan with existing and proposed grades shall be provided prior to the issuance of a Development Permit.
- 2.5.8 The Developer agrees that prior to building permit issuance, no tree cutting shall be permitted on the Lands. Subsequent to building permit issuance, no tree cutting shall be permitted within the defined buffer areas in accordance with Schedule B or within any protected areas as defined by the Nova

Scotia Department of Environment and Labour. The area within the buffers is to be preserved including native understory shrubs and groundcovers with the exception of any invasive plant materials identified by the Landscape Architect and shown to be removed on the Landscape Plan.

- 2.5.9 The existing wooded/vegetated buffer areas bordering the subject site shall be retained, maintained and supplemented in areas where tree cover is sparse to act as a natural buffer. No grade alterations, no structures and no removal of trees unless they are hazardous, as identified by a Landscape Architect or Arborist, shall be permitted within the buffer.
- 2.5.10 Every effort shall be made to ensure the preservation of the existing living trees within the buffer areas on the Lands. The Landscape and Grading Plan shall identify the buffer areas, the hoarding fence locations and the material stockpile location. 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 or the edge of the buffer areas, whichever is more protective;
  - 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.
- 2.5.11 Any trees to be preserved that are damaged shall be replaced at the expense of the Developer, two new trees for each damaged tree, with trees of the same type or approved alternate 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.
- 2.5.12 Prior to issuance of an Occupancy Permit 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.
- 2.5.13 Notwithstanding the above, the occupancy permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. 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 according to the Development agreement. The developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the developer upon completion of the work and its certification.

## 2.6 MAINTENANCE

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, recreational amenities, parking areas 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 or sanding of walkways and driveways.

## PART 3: STREETS AND MUNICIPAL SERVICES

### 3.1 GENERAL PROVISIONS

- 3.1.1 A detailed Site Servicing Plan, prepared by a Professional Engineer, shall be submitted prior to the issuance of building permits. All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Site Plan should indicate service locations and sizes. It is the responsibility of the Owner or the owner's engineer to confirm municipal service sizes for the property. The Site Plan should also show driveway locations and dimensions. Any proposed driveways shall be in accordance with By-law S-300.
- 3.1.2 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 or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.
- 3.1.3 All secondary electrical, telephone and cable service shall be underground installation.
- 3.1.4 Bonding for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first occupancy permit) may be permitted. Such bonding shall consist of a security deposit in the amount of 120 per cent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed.
- 3.1.5 The water distribution system shall conform with all design and construction requirements of the Halifax Regional Water Commission.
- 3.1.6 The sanitary sewer system shall conform with the design and construction standards of the Municipal Service Systems Manual (MSS), unless otherwise acceptable to the Development Engineer.
- 3.1.7 The building shall include an internal designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

- 3.1.8 A Servicing Schematic and conformation that the downstream capacities will not be exceeded shall be submitted by the Developer. Should any downstream services have insufficient capacity and need to be upgraded in order to accommodate this development then the Developer shall be responsible for any costs incurred in this regard.
- 3.1.9 It is the Developer's responsibility to acquire any easements required for servicing and/or access.
- 3.1.10 The older portion of Kelly Street, including the Cul-de-Sac, shall be upgraded to meet the requirements of MSS guidelines.

#### **PART 4: ENVIRONMENTAL PROTECTION MEASURES**

##### **4.1 GENERAL PROVISIONS**

- 4.1.1 Prior to the commencement of any onsite works on the Lands and the issuance of building permits, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall:
- (a) submit for approval a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence of construction and the areas to be disturbed or undisturbed;
  - (b) submit for approval a detailed Erosion and Sedimentation Control Plan in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of Environment and Labour. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented. The Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during development; and
  - (c) submit for approval a detailed final Site Grading Plan, prepared by a Professional Engineer.
- 4.1.2 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required within this agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.

## **PART 5: AMENDMENTS**

### **5.1 Substantive Amendments**

Amendments to any matters not identified under Section 5.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act. Any future application for a Development agreement for future Phases of this development shall be deemed substantive.

### **5.2 Non-Substantive Amendments**

5.2.1 The following items are considered by both parties to be not substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

- (a) The granting of an extension to the date of commencement of construction as identified in Section 6.3.1 of this agreement;
- (b) The length of time for the completion of the development as identified in Section 6.4 of this agreement;
- (c) Changes to the architectural requirements/details as shown on the attached schedules and as detailed in Section 2.2 which, in the opinion of Council and the Development Officer, are minor in nature;
- (d) Changes to the exterior architectural appearance of the buildings or the design, layout and positioning of the buildings, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council and the Development Officer, are minor in nature; and
- (e) A reduction in the floor area of the building.

## **PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **6.1 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 at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

### **6.2 Subsequent Owners**

6.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.

- 6.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

### **6.3 Commencement of Development**

- 6.3.1 In the event that construction on the lands has not commenced within two (2) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, commencement shall mean the completion of the pouring of the footings and foundation for the proposed building.
- 6.3.2 If the Developer(s) fails to complete the development, or after four (4) years from the date of registration of this Agreement at the Registry of Deeds, 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.

### **6.4 Completion of development**

Upon the completion of the development or portions thereof, or within four (4) years from the date of registration of this Agreement with the Registry of Deeds, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Mainland Halifax, as may be amended from time to time.

### **6.5 Issuance of Permits**

Prior to the issuance building permit all of the following must be submitted to the Development Officer:

- (a) a Landscape Plan prepared by a certified landscape architect as described in Section 2.5 of this Agreement;
- (b) a detailed Site Disturbance Plan, prepared by a Professional Engineer as described in Section 4.1.1(a) of this Agreement;
- (c) a detailed Erosion and Sedimentation Control Plan as described in Section 4.1.1(b) of this Agreement;

- (d) a detailed final Site Grading Plan, prepared by a Professional Engineer as described in Section 4.1.1(c) of this Agreement;
- (e) a detailed Site Servicing Plan, prepared by a Professional Engineer as described in Section 3.1.1 of this Agreement; and
- (f) any other supporting documentation as identified at the time of submission by the Development Officer or designate.

## **PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 7.1.1 The Developers agree 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 Developers. The Developers further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developers agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 7.1.2 If the Developers fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers 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 Developers from continuing such default and the Developers hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy; and/or
  - (b) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the 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 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.



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  
in the presence of:

) KILLAM INVESTMENTS INCORPORATED

)

)

) 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: \_\_\_\_\_

)

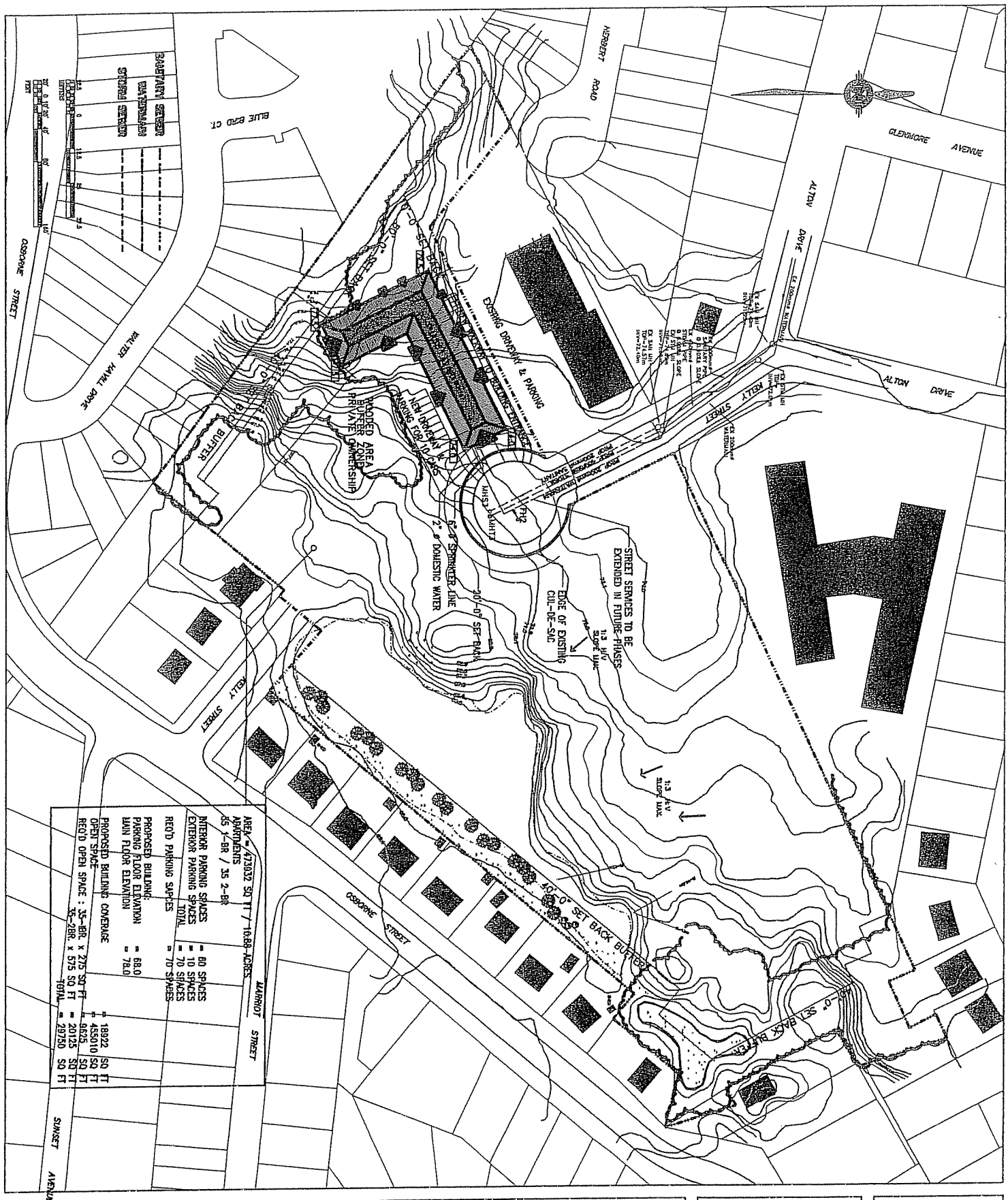
Mayor

)

per: \_\_\_\_\_ ) per: \_\_\_\_\_

)

Municipal Clerk



STUDIO WORKS

INTERNATIONAL LTD.

ARCHITECTURE PLANNING INTERIOR DESIGN PROJECT MANAGEMENT

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Halifax, Nova Scotia email: studio1@thisland.com

B3R 1A3 web: www.studio-works.ca

title

KELLY STREET EXTENSION

SITE PLAN 00834 - 0051

location

HALIFAX, N. S.

scale SCALE

date MAY, 2006

drawn ZN

proj. KP0403

dwg no:

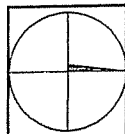
1

rev.

**STUDIO WORKS**  
 ARCHITECTS  
 1000 10th Avenue, Suite 100  
 New York, NY 10018  
 Tel: 212 691-1111  
 Fax: 212 691-1112  
 www.studioworks.com

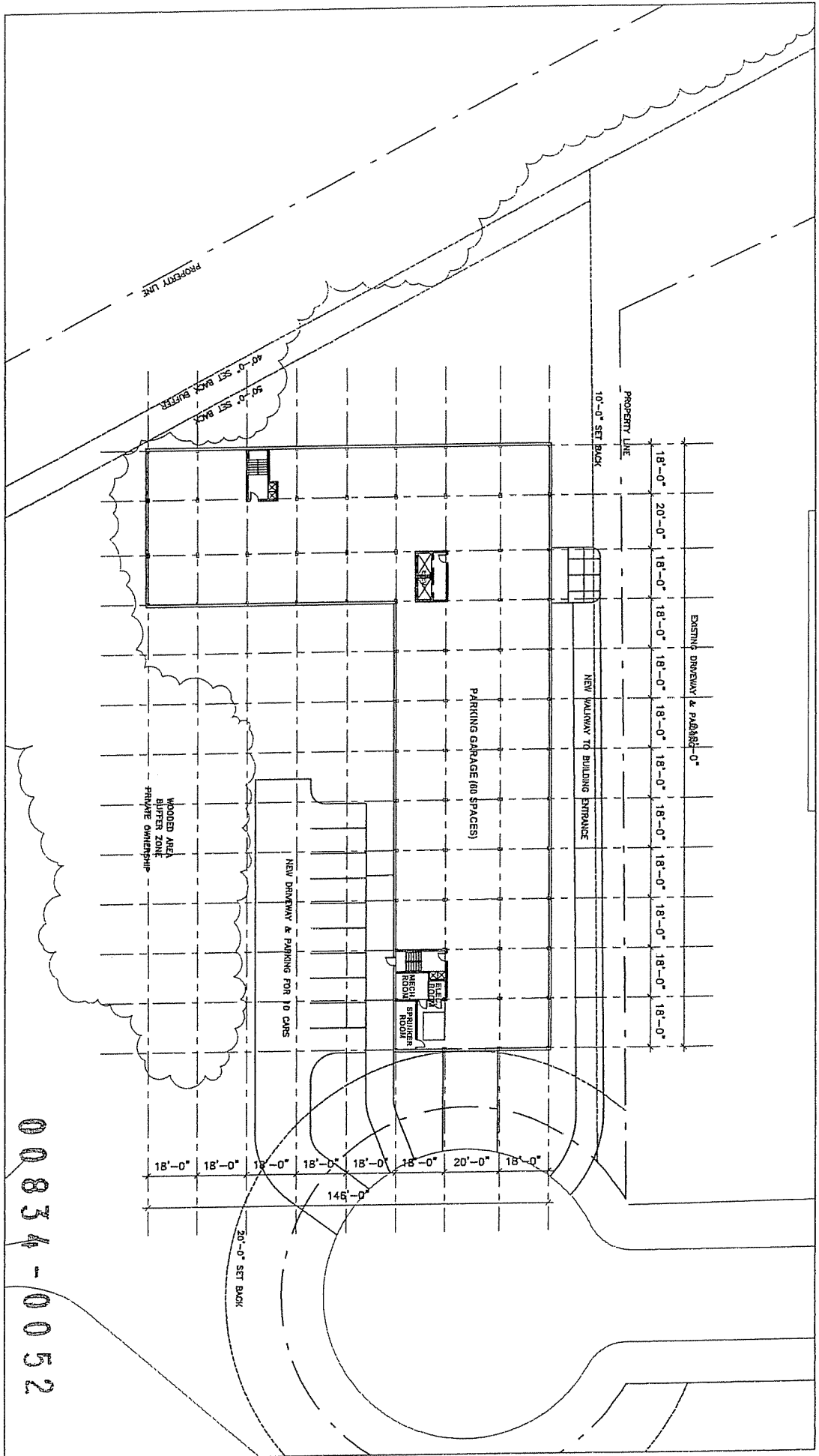
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**KELLY STREET EXTENSION**  
**70 UNIT APARTMENT BUILDING - PARKING FLOOR PLAN**  
 Location  
 HALIFAX, N. S.

**KITLAM**  
 REAL ESTATE  
 PROPERTIES INC.



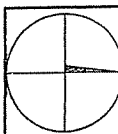
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 Date AUG. 8, 2005  
 Drawn ZURS  
 Prof. REPARD

Drawn no:  
 APT. - 1



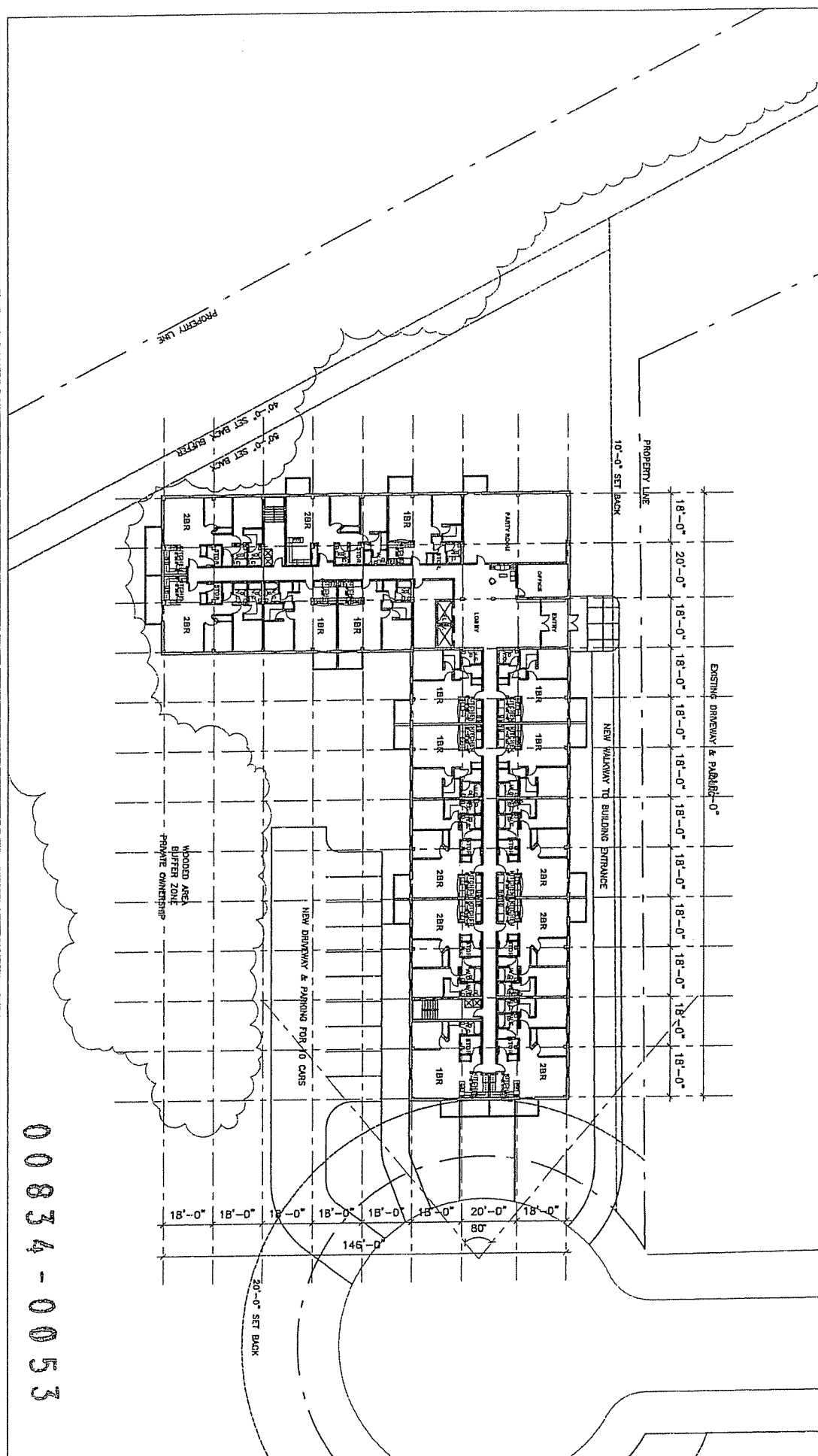
Address	Location
<b>70 UNIT APARTMENT BUILDING - MAIN FLOOR PLAN</b> <b>KELLY STREET EXTENSION</b>	<b>HALLIFAX, N. S.</b>

**KILLAM**  
PROPERTIES INC.



scale	1/32"=1'-0"
date	AUG. 8, 2005
drawn	ZN/RS
proj.	KP0403

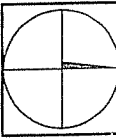
APR. - 2	REV. -
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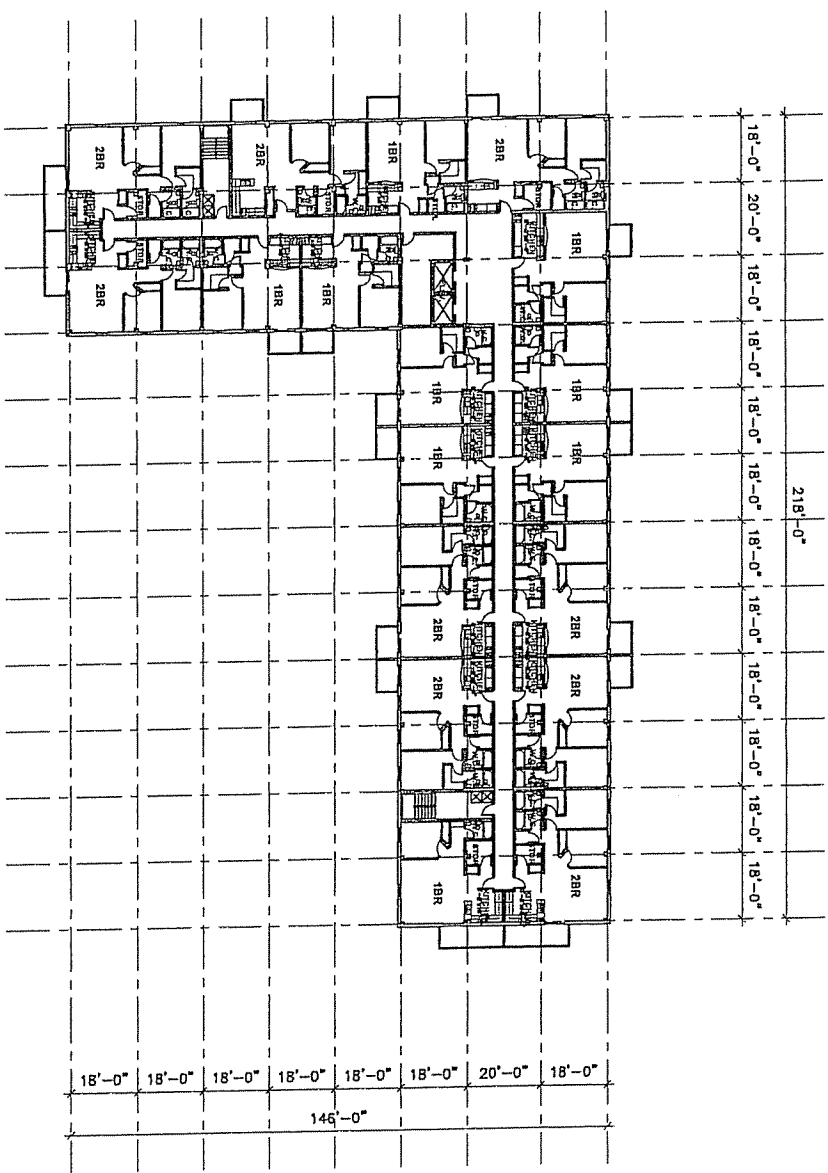
708  
 KELLY STREET EXTENSION  
 70 UNIT APARTMENT BUILDING - TYPICAL FLOOR PLAN  
 HALIFAX, N.S.

**KILLAM**  
 REALTY  
 PROPERTIES INC.

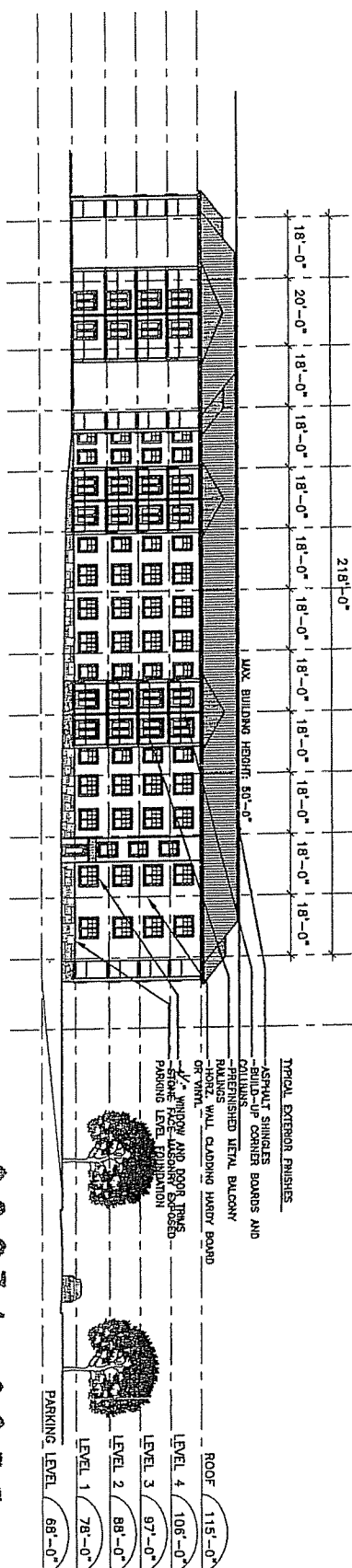


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 Date: AUG. 9, 2005  
 Drawn: ZUNB  
 Proj: N90403

dwg no: APT. - 3  
 rev: .



00834-0054





ATTACHMENT B

Relevant Sections of the Halifax Mainland MPS  
Section X - Mainland South Secondary Planning Strategy

1. RESIDENTIAL ENVIRONMENTS

1.2.3 Notwithstanding the Low Density Residential designation of Block F, Kelly Street, LRIS PID No. 40724973, the Municipality may permit a residential complex by Development agreement. Such complex shall consist of an apartment building, townhouses or other ground related innovative housing forms, parkland and two assisted living facility apartment buildings.

1.2.3.1 Any development permitted pursuant to Policy 1.2.3 shall be compatible with the surrounding area. This shall be achieved by attention to a variety of factors for which conditions may be set out in a Development agreement, such as but not limited to:

- (a) Architectural Design, Scale, Building Height and Mass
  - i) The height of the apartment building and buildings containing assisted living facilities shall not exceed four residential storeys, exclusive of an underground parking garage, and may not exceed 50 feet in height.
  - ii) The apartment building shall be located adjacent to the existing apartment building, shall not exceed 70 dwelling units and shall comply with the requirements of the R-3 Zone.
  - iii) Buildings containing assisted living facilities shall be located adjacent to the existing nursing home, shall not contain more than 190 assisted living units and shall comply with the requirements of the R-3 zone.
  - iv) Notwithstanding (iii), the calculation of density and the requirement for parking for the buildings containing assisted living facilities may be determined on the basis of similar facilities in urban settings.
  - v) The townhouses or other ground related innovative housing forms shall be located adjacent to the existing low density housing, shall not exceed a total of 50 dwelling units and shall comply with the provisions of the R-2T zone.
  - vi) Building materials shall be compatible with the community.
- (b) Site Design and Landscaping
  - i) Provision shall be made for adequate recreation, vehicular and pedestrian circulation, site lighting and open areas to address the needs of the residents of all the buildings and in particular those containing assisted living facilities.
  - ii) The layout and design of the buildings, services and site grading shall provide for the retention of healthy mature trees.



- iii) No building shall be constructed within 50 feet of properties fronting on Osborne Street, Stonehaven Road, Walter Havill Drive and Street B, Stanley Park, as shown on plan P200/20332 of City of Halifax Case 5419.
  - iv) The area of Block F abutting properties fronting on Osborne Street, Stonehaven Road, Walter Havill Drive and Street B, Stanley Park, as shown on plan P200/20332 of City of Halifax Case 5419, shall be maintained as a buffer area for a depth of 40 feet within which only limited construction activity will be permitted with minimal removal of existing trees and only in order to accommodate support infrastructure for the development (e.g. stormwater management, recreation infrastructure). The buffer may be reduced in width to 20 feet where site grading, servicing or support infrastructure must be accommodated and in those locations a visually obscuring fence shall be provided. Where the apartment building or assisted living buildings abut existing one or two unit dwellings the forty foot buffer will be maintained.
  - v) Any agreement made pursuant to policy 1.2.3 shall include provisions for the continued maintenance and upkeep of the buffer areas and fencing as required by clause (b)iv.
  - vi) The ravine at the west end of Block F shall be maintained in a natural state.
  - vii) Planting and screening of air conditioners, dumpsters, propane tanks, service areas, driveways, parking areas, etc. is required.
  - viii) Adequate and safe vehicular and pedestrian accesses to the site and buildings shall be provided.
  - ix) The parking areas shall be located such that they do not interfere with the safe access of pedestrians and are able to be screened from the public street.
- (c) Additional Considerations
- i) Every effort shall be made to reduce traffic impacts on the adjacent neighbourhood.
  - ii) An assessment of the adequacy of municipal servicing systems available to the site shall be undertaken and any required improvements shall be addressed to the satisfaction of the Engineer prior to development.
  - iii) Assisted living facilities shall be defined as residential buildings that may include a range in uses from full care nursing homes to facilities which provide personal and/or medical care and have a common dining area. Assisted living facilities shall form part of future development proposals.
  - iv) The development may be phased but no more than 25% of the development shall be permitted to proceed prior to rehabilitation and completion of Kelly Street.

ATTACHMENT C

**Public Information Meeting  
Case 00834  
November 24, 2005**

In attendance: Councillor Mosher  
Randa Wheaton, Planner  
Gail Harnish, Planning & Development Services  
Robert Richardson, Killam Properties  
Mike McLean, Killam Properties  
Ron Smith, Studio Works

Ms. Randa Wheaton called the public information meeting (PIM) to order at approximately 7:00 p.m. at the Keshen Goodman Library. We are here tonight to discuss an application for Lot F on Kelly Street.

Ms. Wheaton noted this property was the subject of a municipal planning strategy (MPS) amendment. One of the handouts includes a history of the MPS amendment which took a number of years to complete. As part of that process, there were two PIMs and a public hearing held and final approval did not occur until October 25, 2003. The MPS amendment allows a special use to be put on this property rather than as-of-right R-2 zoning which allows semis, duplexes and single family homes. The MPS amendment was very specific. It was probably one of the most specific amendment processes. There are a lot of terms and policies that have to be adhered to. The policies require that they go through the Development agreement process before they can build anything on that property. That is what the application is for today.

Ms. Wheaton advised the Development agreement is essentially a contract between the developer and HRM. It is a legal document that lays out all the terms and conditions under which the development can proceed. It identifies the type of building, the size and number of units, and where they are to be located. There are drawings associated with the written words so it is a fairly complicated document.

Ms. Wheaton reviewed the Development agreement process:

- an application or a letter of request is received by Planning Services
- we do a preliminary review of the application
- a PIM is held which is what we are doing today. We are still very early in the process. The reason for holding the PIM early on is so we can get a feeling from the community of the concerns and issues so that we can determine if anything might be done to improve the situation. The presentation made by Killam tonight is their proposal but at this point it is not a finished proposal. There may be room to massage it to address concerns of the community. When it goes to Community Council, the councillors want a certain level of acceptance in the community.
- the proposal is circulated to various departments and agencies
- Planning Services will prepare a staff report and a draft agreement. It is a negotiated agreement that the developer is willing to sign with HRM.

- the report, which includes a staff recommendation, is tabled with Chebucto Community Council
- Community Council decides whether or not to set a public hearing date. They may reject the project at this point, although they generally hold a public hearing to get more input from the community. The public hearing is the second opportunity to speak. Members of the public can address Council and explain any concerns and issues.
- Community Council will make a decision
- there is an opportunity to appeal to the N.S. Utility and Review Board

It was questioned what the timeline would be. Ms. Wheaton responded that is difficult to say but it is usually eight to ten months.

Mr. Robert Richardson, Executive Vice-President and Chief Financial Officer at Killam Properties, advised their company which started in February of 2002 is locally owned and operated. It is listed on the Toronto Stock Exchange and owned by a lot of the community. They have invested \$6,000,000 in upgrades. Being part of the community, they have donated a suite in Quinpool Towers to the IWK.

Mr. Richardson, referencing a map, pointed out their property on Kelly Street as well as a property they own on Alton Drive where they replaced all the windows, and will on Kelly Street as well. They had a 25% vacancy rate when they purchased them, invested \$800,000 and today there are no vacancies.

Mr. Richardson presented drawings showing the proposed elevations, an existing building on Kelly Street looking down, a proposed apartment building and townhouses, and the opposite side of the street.

Mr. Richardson confirmed that they own the 11.2 acres as well as the other two apartment buildings in the neighbourhood.

Mr. Richardson advised they are proposing fifty townhouses which would include five major appliances with garages. They have been talking to staff about how to best configure them on the site. He displayed proposed elevations and what the properties would look like.

It was questioned whether they did any studies to determine the traffic flows and how traffic would get to the St. Margarets Bay Road.

Ms. Wheaton advised there was a traffic study done as part of the MPS amendment process in 2001.

Mr. Ron Smith commented the traffic flows were accepted for this project at the time of the previous study. There was discussion on the number of units.

It was questioned whether the lack of sidewalks was taken into consideration.

It was responded they would be putting sidewalks on one side of Kelly Street.

Mr. Robertson indicated it is an eleven acre site. It will have generous green acreage. Also, it is consistent with HRM's desire to minimize urban sprawl. They would like to take the opportunity to improve their existing structures in the area. He felt it would improve the overall neighbourhood.

Mr. Robertson confirmed 7.5% parkland would be given to HRM.

Mr. Robertson stated Killam Properties as a company has the financial resources and personnel to do a quality development on this site. They have done the design in conjunction with staff and with your input they will do further changes to work with the neighbourhood. In metro Halifax, the vacancy rate stands at 2.9%. The expectation is that the City will continue to grow and there will be a demand for this type of housing. In terms of management, somebody will build a building. As managers, they spend a lot of time and money on their properties. The two properties they own in the area are in better shape than when they bought them.

**Mr. Avery Bain** commented he thought they were experiencing a bit of anger. The history presented did not go back far enough. He suggested they should have gone back to the 1980s when Mr. Keddy owned that property. They formed an association and fought hard to restrict development there; the sort that Mr. Keddy wanted at that time, and fought doubly hard not to have Kelly Street joined up. There were inadequate sidewalks and their kids play on the streets. Today it is still not uncommon for a game of road hockey being played on Stonehaven Road. On Quarry Road, there are basketball courts. The neighbourhood is a very quiet desirable place to live. Their kids play in the streets because there are no recreational facilities in the area apart from a few kiddie parks.

Mr. Bain indicated that following the Keddy fiasco, they managed to convince Council to zone it R-2 so that any development would be low density residential and have a minimal impact on Kline Heights and West Armdale. The pressure came from Stan Havill in the late 1980s to hook up his development at Stoneridge with their area. Again they fought hard and managed to convince Council that those areas should not be hooked up for vehicular traffic.

Mr. Bain stated the history as he saw it started in 1998. This was all important to him and was why he was angry. Maybe they got a bit complacent and did not read the papers good enough. He certainly did not get notification. It seems like this is fait accompli because the plan amendment went through. As a developer, they were not aware of this but they certainly are.

Mr. Bain commented they did some lovely upgrades to those apartments that Mr. Keddy used to own. However, he thought what they will be hearing from people is that these are little narrow winding streets which cannot accommodate any more traffic. They have no sidewalks or places for their children to play so please be aware of that and the history and the work they, as volunteers, did in the past thinking they were making their neighbourhood safe. Listen to them; they are the people who have lived here for twenty to twenty-five years and it sort of galls them to hear the planning department say this is what is good for them.

Ms. Wheaton advised that for this PIM, notification was sent to 392 addresses. For the MPS amendment, for the public hearing and the two PIMs, notification was sent to 517 addresses. Anybody receiving notification for this PIM should have received notification for the MPS amendment. We made an effort at that time to notify far beyond the statutory requirement. The *Municipal Government Act* requires notification within 250'. For this particular area, we went well beyond that with 517 addresses for the MPS public hearing.

Ms. Wheaton indicated that traffic is a big issue for everybody and there is probably no answer or solution that will make everybody happy. Through the plan amendment process, there was a major traffic study done that looked at the impacts of what was proposed and it was determined that although there may be some cut-through traffic, the statistics indicate it would not be a significant number. Everybody is concerned about putting their children in danger. The problem is that statistics is what is used to determine traffic flows and what is appropriate from a traffic perspective and it does not necessarily take into consideration the human aspect. Because of that, there was a petition submitted to Council. There was a report done entitled the "Osborne/Mayo/Withrod Short-Cutting Study". A short-cutting petition went to Regional Council on July 9, 2002 which again looked at this issue and as part of it, there was a traffic study.

Councillor Mosher advised that was regarding the Stoneridge - Stanley Park developments. It included the Kelly Street traffic study. They wanted to see what the impacts of that would be. It was looked at in conjunction with that.

Ms. Wheaton indicated it may be that our Development Engineer requires a traffic study as a result of the concerns this evening.

**Mr. Jim Purves** stated there are no sidewalks. The type of pedestrian are children and students and a few people from the Glades Nursing Home. Since there are no sidewalks, the people walk on the road and that is why they have tried to limit the through traffic in that area. Basically there is no through traffic and he would like to see it stay that way. The nature of through traffic is a bit different than people coming there to reside. People interested in through traffic are interested in their end destination. People will come off the St. Margarets Bay Road to Herring Cove Road and North West Arm Drive if it is opened up. They will not be particularly aware they are going through a neighbourhood without sidewalks or particularly appreciative of it. Considering there are no sidewalks now, the neighbourhood is safe but if the connection is allowed, it will not be a safe place to walk. This development should only be accepted from Osborne Street, which is a relatively up to standard street that accesses North West Arm Drive and Herring Cove Road.

Mr. Purves advised he made a list of the streets in West Armdale and some of the characteristics of them. There are only two streets that you could add sidewalks to - Stonehaven Road and Glenmore Avenue. The others are near and behind corners and behind crests. He made a list of those features and he took photographs of them which are included in Pages 3-9 of his report.

Mr. Purves indicated that in terms of bus access, there are various things that have been flown as ideas as to why their neighbourhood should be connected to others and increased bus access is not really desirable. Busses can get up there in the winter but not always down because Edgehill Road and Quarry Road are quite steep. These other streets do not have sidewalks. It is not a matter of putting them in or property acquisition. If you look at the photos there simply is no land to be acquired. The people will always be walking on the street. There is no solution to that. If they come down those streets, cars also come down those streets and slide into the St. Margarets Bay Road. It is quite hazardous in the winter. Those are factors which cannot be changed.

Mr. Purves said he has been there for twenty-two years. Mr. Keddy's proposal was put forward six times and they had to organize as a community and get petitions, have meetings and make representations and the City heard their point of view and took it into consideration. That was what happened on two occasions with Mr. Havill's development to the west of them. He thought the history of agreement from the City not to allow through traffic should be taken into consideration.

Mr. Purves indicated the drawings for the project should be available for viewing by the public in advance of the meeting. People should have the opportunity to put together comments.

Mr. Purves stated blasting should be eliminated or reduced.

Mr. Purves said his big concerns are no through traffic and the safety of children. He did not want the neighbourhood to be destroyed. He noted it was said the request is to enter into a development agreement for the connection of Kelly Street and questioned whether that is fait accompli.

Ms. Wheaton responded that HRM's Traffic Division and Transit Division have both identified that they want Kelly Street to go through. The Transit Department is prepared to change their bus routes so that they can access Kelly Street, particularly if there is a senior's assisted development.

It was questioned whether they are here expressing an opinion that matters or not. Is there room for it not to be connected?

Ms. Wheaton responded that both Traffic and Transit have said they want it connected but if the public has a different opinion this is their opportunity to express it.

**Mr. Ernie Brennan**, Ketch Harbour, referenced the map which he commented was a shame in these days. He lived in that area and could not figure out the map. The map should have some colour and street names. The information has to be readable for the general public.

Mr. Brennan stated he would never have the developer sitting at the table with him. It looks much too cozy and extremely biased. They as citizens have as much right to be sitting here.

Mr. Brennan indicated that in terms of parkland, they can take up to 10% through the development agreement process. These amendments specifically state that the buffers are to be maintained around the

building. This proposal would suggest that the citizens are going to accept a required buffer for parkland. They can either accept land for parkland or the cash value of the parkland. He would suggest there's several hundreds of thousands of dollars that could be given to the community. If they are going to put their parkland in, then he would suggest they contact the Police Department through their safe parks program.

It was confirmed that Killam Properties have owned the property for about 1.5 years and that the previous owner was Mr. Keddy.

Mr. Brennan questioned whether there was any consideration to integration of the site with existing parkland. They could end up with a beautiful park.

Mr. Brennan stated developers can build sidewalks outside their development. In terms of enforcement, development agreements are a wonderful tool. He questioned what HRM's record was relative to enforcement of development agreements. Specifically, were there any violations of the development agreements for Home Depot and Bedford South?

Mr. Brennan noted there is no residential development at the end of the cul de sac, and questioned whether they could request that in the future.

Ms. Wheaton responded no. The MPS policy includes a maximum number of units. If the policy specifies a limit, then the development agreement cannot change that. It is more specific than the average development agreement.

**Mr. Bob Younker** said he knew Killam Properties was trying to improve a lot of properties in Atlantic Canada, however, the thought of a thoroughfare through to Kelly Street left him cold. He suggested it be a one way street to Dunbrack Street and not through their area. He bought on Herbert Road 8.5 years ago. It was a quiet little cul de sac at the end of Quarry Road. There was a nice forest behind it. The forest was ravished and they are building behind him which blights the area. There are 22' wide dwellings behind them. They are in the Havill constructed buildings which were constructed fairly nicely. Let them build the development but the road should go out to Dunbrack Street. The kids are playing on the street.

An individual indicated they wished to thank Councillor Mosher for the buffer between the original houses and the new development. He was concerned about increased traffic down Osborne Street.

**Mr. Derek Long** stated he believed the department doing the initial study should go back and re-examine it and update it.

**Ms. Lorraine Vassalo** indicated she was concerned about the traffic flow. When she looked at these buildings and saw in the plan the density and considered their lot sizes, this is triple the density. She did not remember seeing the notices for the MPS amendment. The only one she got was for this meeting. Safety for kids is a priority, as is traffic. The parkland is in a back dark corner and did not think the

topography was that great either. Was there much thought given to it or was it an attempt to jam in as many houses as possible?

**Mr. Stewart Creaser** said he was concerned about the change in traffic patterns. He was not notified previously and was a bit confused about the process. Is the connection of Kelly Street a wish of the developer or is it something the planning department requires them to do in order to develop the space?

Ms. Wheaton responded that both HRM transit and traffic want to see the connection. That was their position brought forward when the MPS amendment was being reviewed.

Mr. Creaser commented the connection is the result of a need to address increased traffic and development, and is not specific to this project.

Ms. Wheaton indicated the intention was that Kelly Street would always go through which is why there are two dead ends named Kelly Street. That is what Traffic has indicated. It is also supported by Transit as it would improve their routing to be able to have this connection.

Mr. Creaser asked for confirmation that it was being said those were the wishes before this development was considered.

Ms. Wheaton responded that was the intention of Traffic. Because of the limited access to the area from an emergency vehicle perspective, they like to have more entrances to an area and they feel the Kelly Street access is important for better access.

**Mr. Long** questioned how much time would be wasted by emergency vehicles and whether they have data to back that up.

Ms. Wheaton responded that only a preliminary review has been done so far. Following this PIM, the application gets circulated to the various departments. There is a possibility they will modify their application based on the comments made this evening. She suspected more documentation would be required when the request gets circulated to the Development Engineer to review the traffic.

Mr. Long indicated he wished to express concern with the proposed parkland area. It is a very rugged ravine and would probably be a trouble area from a safety point of view with youths and vandalism and increased access to other properties in the area.

**Mr. Todd Van Ritchie** said he had the same concerns about traffic flow especially down Osborne Street. If you're going down Osborne Street, you can wait ten minutes to get onto Herring Cove Road.

Mr. Van Ritchie commented everyone is talking about parkland. He thought the definition of parkland needs to be elaborated on. By the look of it, it is just the forest that exists already. It is very cliff like and very rugged. There is a lot of old junk there. He hoped it would be cleared up. Beyond that, there is



not really going to be a park available for kids to play in. It should be moved. It is a great idea but that is not a play area; it is a cliff.

**Mr. Kingsley Mont** indicated he lived there since 1972. When they moved in, their children were going to school and now they have left home. Kelly Street has been like that since he moved there in 1972. Nothing has changed. If you want, you can get onto the Herring Cove Road line up with the rest of them. You have to be very patient, and you want their children to walk down those roads. Have you been there after a snow storm? There is only room for a bus to get up. You shovel it out three to four times a day because the plow keeps pushing it in. That is not a park. What is meant by assisted living?

It was responded that it's a place for seniors or where people require greater assistance. The definition of an assisted living facility was provided. A common dining area is key.

Mr. Mont commented the Province must be supporting it.

It was responded no, that is not the case.

Mr. Mont commented that most of these were supported by the Province. If it is not rented, it does not make a difference to the developer because the Province keeps kicking the money in each month. Is that in this proposal? It was responded no.

**Mr. David Gates** said he lived there for fifteen years. He did attend some of the earlier meetings and had a copy of the short-cutting study. This is five years old and not worth the paper it's written on. There should be another traffic study done. He thought the message is clear. If you want to open up Kelly Street, it will bring traffic both ways. They are used to a quiet neighbourhood and things are increasing. To say it has always been in the works to open up Kelly Street, it seems it was always under the premise of a development. Councillor Mosher was at those meetings. One of the things talked about then was a bus gate so that Metro Transit would be able to get in one way. He had a concern with two small children. There are no sidewalks. The City never planned for that. He thought it was very short-sighted to continue with development that does not deal with that.

It was questioned whether it was intended that the townhouses be for rental. It was responded that they intent to have them freehold.

It was questioned whether that could be stipulated in the development agreement. It was responded that tenure cannot be legislated by the Municipality. The apartment buildings and the assisted living would be rental units and the townhouses would be freehold.

It was confirmed that the townhouses may sell in the range of \$175,000 - \$225,000.

An individual referenced the comment that the information gathered here would be taken back and the developer would take something back to the planning department, which would then get circulated to the different departments.

Ms. Wheaton responded they may make revisions. When they resubmit, the proposal would be circulated to the various departments for comment. One of the comments may be that they need a revised traffic impact statement. It may mean revised plans or information gathering. When all of those comments have been addressed, a draft development agreement would be prepared and reviewed with the developer. A staff report is then prepared which includes a staff recommendation and the report and draft development agreement are tabled with Chebucto Community Council. At that time, it becomes a public document. If a public hearing date is set, it is usually one month later.

It was questioned where Killam Properties stood on the Kelly Street connection.

Mr. Richardson responded that he initially thought it was a good idea because he was familiar with the Bay Road. He thought the back entrance off Osborne Street would be a good thing. He did not think there would be much cutting through because the roads are narrow and he did not know if it would be much faster. He really did not know the traffic patterns and they are interested in looking at a traffic study.

Councillor Mosher stated that she wanted to see a new traffic study. Also, she was in support of having a minimum of 10% parkland. Any parkland should have a CPTED. You can do that now for any proposal with Gary Martin and the response team who would be happy to go out. They do not want a cliff for parkland. You should do the audit first and it would be at our cost. She would insist that the short-cutting study be reconducted by Traffic. People will find a way because the Bay Road is backed up. She only knew of two people who wanted it connected and that is because they wanted to cut through to Stanley Park. Traffic and Transit want this connection but it is clear from the public meetings that the public does not want that. She would not be in favour of the connection. Before they proceed any further, she would insist on those aspects. There is no point in continuing until this information is obtained.

An individual commented the only way they can avoid the rotary is by going through Fairmount.

An individual said they lived on just the other side of the existing apartment building. That property which he assumed was theirs is now gone. He was a little mislead to think there would be parkland.

Ms. Wheaton advised the buffers would be on private property.

Councillor Mosher indicated there is no policy which allows you to take cash-in-lieu and use it for the neighbourhood. It would go into the bigger pot. They do not want cash.

An individual asked that it be identified where the parkland would go.

Mr. Robertson agreed there are problems with the whole site. This is a substantial tree stand that has not been cut for some time and there is another one in this area. Maybe they can reconfigure some dedicated parkland. They have retained Gordon Ratcliffe who just started looking at this, and he would talk to him about that. They will develop that in the next couple of weeks. They will have to come back to HRM

with a parkland statement and definitions. Referencing the map, he pointed out a location where they might be able to put a park.

It was questioned what portion of that will have wilderness. It was responded that it was less than half an acre. They have almost 2.3 acres just for that apartment building. 75% of the parking is underground.

An individual asked about the number of parking spaces. It was responded they have to have 1:1 and about 10% for guest parking. That creates another problem if people have to park on the street.

Mr. Robertson responded it is about .6 in most of their buildings which have cars. Based on their calculations, they have covered about 25% of the lot with their building.

**Mr. Jack McGrath** questioned whether there was a requirement to connect the end of the cul de sac to Stonehaven Road or Osborne Street. It was responded no.

**Mr. Brennan** encouraged that they look at the MPS policies for Mainland South and the Subdivision By-law for the City of Halifax and be careful. Make sure everything is in the development agreement.

The meeting adjourned at approximately 8:45 p.m.