

Extract of the Peninsula Community Council minutes of June 11, 2007

**10.1.2      Case 00796: Development Agreement - 927 South Bland Street, Halifax**

- A staff report dated May 30, 2007 on the above noted was before Community Council.

Mr. Paul Sampson, Planner, advised that this is an application by Southwest Properties Limited on behalf of Summer Wind Partners (2000) Limited for a development agreement to permit a multi-unit residential building at 927 South Bland Street, Halifax. Mr. Sampson reviewed the report with Community Council.

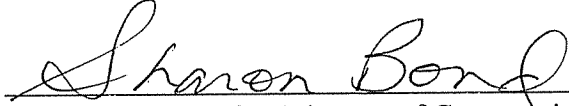
**MOVED by Deputy Mayor Uteck, seconded by Councillor Sloane, that Peninsula Community Council move Notice of Motion to consider approval of the proposed development agreement, presented as Attachment A, for 927 South Bland Street, Halifax, and schedule a Public Hearing.**

Deputy Mayor Uteck indicated that she is concerned with the lapse of time since the last community meeting held two years ago regarding this development, and indicated that she will organize another community meeting to be held prior to the public hearing.

**MOTION PUT AND PASSED UNANIMOUSLY.**

**Peninsula Community Council**  
**June 11, 2007**

**To:** Members of Peninsula Community Council

**Submitted by:**   
Sharon Bond, Acting Director of Community Development

**Date:** May 30, 2007

**Subject:** **Case 00796: Development Agreement - 927 South Bland Street,  
Halifax**

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**ORIGIN:**

Application by Southwest Properties Limited on behalf of Summer Wind Partners (2000) Limited for a development agreement to permit a multi-unit residential building at 927 South Bland Street, Halifax.

**RECOMMENDATION:**

It is recommended that Peninsula Community Council:

1. Move Notice of Motion to consider approval of the proposed development agreement, presented as Attachment A, for 927 South Bland Street, Halifax, and schedule a Public Hearing.
2. Approve the proposed development agreement, presented as Attachment A; and
3. Require that the development agreement be signed and delivered within 120 days, or any extension thereof granted by Community Council on request of the applicant, from the date of final approval by Community Council or any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## BACKGROUND

The developer, Southwest Properties Limited, proposes to build by development agreement "The Terraces II" a multiple unit residential building. The definitive feature of the site is the proximity to the Halifax Grain Elevator, which abuts and shares a right of way with the subject property. Additionally, due to past industrial uses the property is contaminated with gasoline, fuel and lube oils.

Details of proposed project include:

- 2.44 acre site with 325 feet of frontage on South Bland St. and 100 feet of frontage on Atlantic St.;
- a single six (6) storey, 120 unit apartment building;
- 89 parking spaces (48 underground and 41 surface);
- 62 bicycle parking spaces (48 bicycle lockers and 14 exterior bicycle racks);
- gross density 304 persons (maximum density 125 persons per acre);
- landscaped terraced podium to accommodate underground parking;
- masonry construction, clad in brick veneer;
- individual apartment balconies articulating the facade;
- peaked parapets along the roof line;
- five (5) property easements and one (1) right of way.

The portion of the property which fronts 927 South Bland Street is where the new building will be constructed. The 5497 Atlantic Street portion of the property will remain and continue to operate as commercial storage facility. The surrounding neighbourhood uses include:

- Terraces I at 961 South Bland Street a 6 storey 77 unit apartment building;
- Halifax Curling Club at 948 South Bland Street;
- ten single family dwellings (civic numbers 902 - 940) on the west side of South Bland Street; and
- commercial storage facility at 5497 Atlantic Street.

## DISCUSSION

The proposed apartment building is located in the Halifax Municipal Planning Strategy's, South End Detailed Area Plan. The property is zoned C-3A (Business Services Zone) and is designated for future industrial use. The zoning currently permits only medium density residential uses, and high density residential developments such as the proposed project are not permitted as of right. However, residential development in industrial areas may be considered pursuant to Policy 7.8.2.2 of the MPS. (See Attachment C - Relevant MPS Policies)

In consideration of this application two main land use compatibility issues were considered; the potential impact of the proposed apartment building on the abutting industrial use and the potential impact of the apartment building on the existing residential neighbourhood. With respect to the

impact on the industrial use, the Halifax MPS contains policy that directs Council to strengthen and support designated industrial areas by addressing land use compatibility through careful treatment of building siting and form, building height, setback, building proportion and scale. The proposed project maintains the existing easements and rights of ways required for the continued use of the grain elevators, restricts the proposed building height to 6 storeys and provides for landscaped open space surrounding the building. These measures are deemed adequate to address land use compatibility between the apartment building and the existing industrial use.

With respect to the impact of the proposed apartment building on the existing residential neighbourhood. The architectural design of the proposed Terraces II building reflects the character of the abutting Terraces I, an apartment building constructed in the 1980's by the same developer. The proposed apartment building would meet the standard R-3 (Multiple Dwelling Zone) requirements including building height, population density, bicycle parking, building angle controls and landscaped open space. The parking provisions of the project are slightly less than those as required by the LUB, however the number of spaces provided will adequately supply the future tenant demand.

Furthermore, the property is contaminated with hydrocarbons and metals. The Nova Scotia Environment Act requires that the proposed apartment building project manage the contamination pursuant to "Guidelines for Management of Contaminated Sites in Nova Scotia."

Staff conclude that the proposed development will complete the predominately residential character of the South Bland Street block with a high quality apartment development that is both consistent with the South End Detailed Area Plan, and an appropriate scale of development given the unique conditions of the site. The strongest attribute of the project is the location, which provides a scaled transition from single unit dwelling residential to the industrial port uses without negatively impacting on existing residential or industrial uses.

#### **Public Information Meeting/Notification Area**

A public information meeting (PIM) was held on June 20, 2005, to present information and receive input on the proposal. Questions raised during the PIM primarily involved understanding the proposed increase in density to the neighbourhood. The developer also answered several questions regarding the development of the contaminated site and proposed remediation (see Attachment B - PIM Minutes). The general consensus from the community was that the proposed building is a reasonable development for this site.

Should Peninsula Community Council decide to proceed with a public hearing on this application, in addition to published newspaper advertisement, property owners in the immediate area will be individually notified by mail. The area of notification is shown on Map 1.

## 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. Council may approve the development agreement to permit the 120 unit, six storey apartment building for 927 South Bland Street appended as Attachment A . This is the recommended course of action.
2. Council may choose to refuse the proposed development agreement, and in doing so provide reasons based on conflict with existing Municipal Planning Strategy Policy. This is not recommended for reasons cited above.
3. Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiations with the applicant and revisions to the schedules attached to the agreement.

## ATTACHMENTS

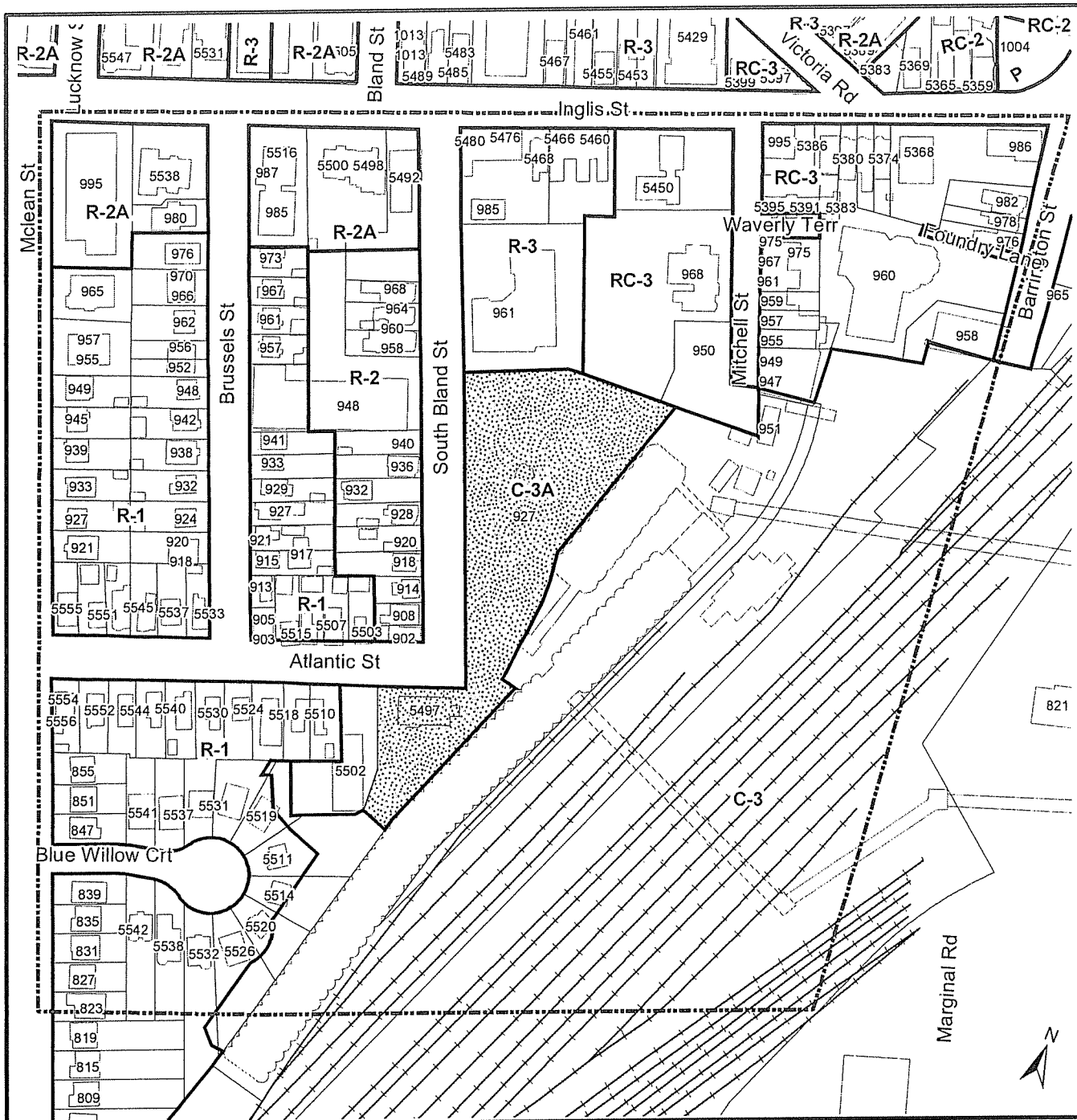
Map 1	Location and Zoning with Notification Area
Map 2	General Future Land Use
Attachment A	Relevant MPS Policy
Attachment B	Proposed Development Agreement with Schedules
Attachment C	Minutes of June 20, 2005, Public Information Meeting

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 : Brian White, Planner I, 490-4793





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



Map 1: Location and Zoning

927 South Bland Street  
Halifax

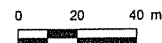
-  Subject property
-  Area of notification

Halifax Peninsula Land Use By-Law Area

**Zone**

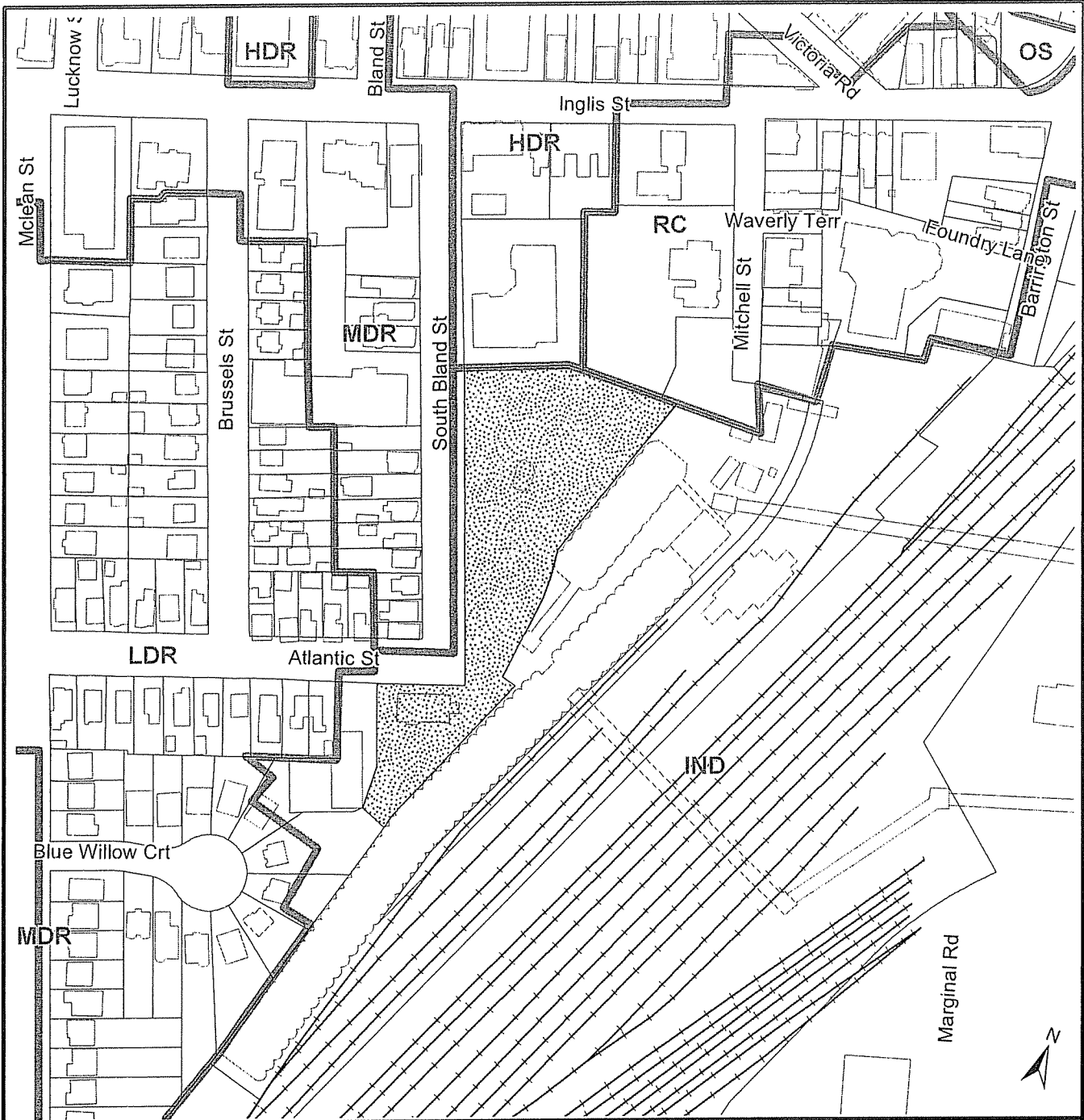
- R-1 Single Family Dwelling
- R-2A General Residential Conversion
- R-3 Multiple Dwelling
- RC-1 High Density Residential Minor Commercial
- C-3 General Industrial
- C-3A Business Service

**HALIFAX**  
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This map is an unofficial reproduction  
of a portion of the Zoning Map for the  
Halifax Peninsula By-Law Area

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



Map 2: Generalized Future Land Use

927 South Bland Street  
Halifax

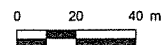
 Subject property

Halifax Plan Area  
South End Detailed Area Plan

**Designation**

- LDR Low Density Residential
- MDR Medium Density Residential
- HDR High Density Residential
- RC Residential-Commercial Mix
- IND Industrial
- OS Open Space

**HALIFAX**  
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PLANNING AND  
DEVELOPMENT SERVICES



This map is an unofficial reproduction  
of a portion of the Generalized Future  
Land Use Map for the Halifax Plan Area

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

ATTACHMENT A

Halifax Municipal Planning Strategy

**SECTION II - CITY-WIDE OBJECTIVES AND POLICIES**

**2. Residential Environments**

- Objective      The provision and maintenance of diverse and high quality housing in adequate amounts, in safe residential environments, at prices which residents can afford.
- 2.1.1            On the Peninsula, residential development should be encouraged through retention, rehabilitation and infill compatible with existing neighbourhoods; and the City shall develop the means to do this through the detailed area planning process.
- 2.2              The integrity of existing residential neighbourhoods shall be maintained by requiring that any new development which would differ in use or intensity of use from the present neighbourhood development pattern be related to the needs or characteristics of the neighbourhood and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.

**SECTION V - SOUTH END AREA PLAN OBJECTIVES AND POLICIES**

**1. Residential Environments**

- Objective      The maintenance of the South End as vital inner-city neighbourhoods with a broad mix of family and non-family housing accommodation.
- 1.1              Residential neighbourhoods shall be maintained and expanded by encouraging retention and rehabilitation of existing structures and units and by permitting new stock through infill and complementary redevelopment.
- 1.1.1            Several forms of infill housing shall be encouraged by the City as appropriate to the diverse physical characteristics of the individual districts and neighbourhoods.
- 1.1.1.1          Forms of infill housing which shall be permitted in the South End include:
- (a)            the interior conversion of existing structures;
- (b)            additions to existing structures, either through infilling between existing structures or additions to the rear of existing structures;



- (c) **building on vacant lots in the forms prescribed by this Section of the Plan;** and
  - (d) low-rise housing within the densities prescribed by this Section of the Plan.
- 1.1.1.2 The Zoning Bylaw shall further define elements of scale, proportion, setback and use consistent with the policies of this Plan to ensure compatibility with the districts and neighbourhoods.

### 3. INDUSTRIES

Objective The encouragement of industrial uses in specified areas.

3.2 In developing zoning bylaw regulations to carry out the intent of this section of the Plan, or in reviewing development proposals where a discretionary decision of City Council is requested, the City shall have regard for the following:

- (i) compatibility of industrial uses with adjacent residential areas through careful treatment of building siting and form, specifically through establishment of regulations regarding such matters as building height, setback, building proportion and scale, as are necessary for industrial uses; and
- (ii) mitigation of negative impacts of industrial uses on adjacent residential areas where such impacts may arise from vehicular service requirements of industrial uses.

### 7. DISTRICT POLICIES

7.8 DISTRICT VIII

7.8.2.2 Pursuant to Policy 7.8.2 above, the City may consider applications for residential development where the proposed location is adjacent to existing residential uses under the provisions of Section 33(2)(b), and in so doing the City shall consider as guidelines:

- (i) that the height of the proposed development is limited to 50 feet or six storeys;
- (ii) that family-type accommodation shall not be a requirement for unit mix in such development; and
- (iii) that there be adequate buffering from industrial uses which may adjoin the property on which the development is proposed.

ATTACHMENT B

THIS AGREEMENT made this            day of            , 2007,

BETWEEN:

**SUMMER WIND PARTNERS (2000) LIMITED**

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

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY,**

a municipal body corporate, in Halifax Regional Municipality,  
Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 927 South Bland Street (PID 40595514) and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a development agreement to allow a 120 unit apartment building on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use Bylaw for Halifax;

**AND WHEREAS** the Peninsula Community Council approved this request at a meeting held on            , referenced as Municipal Case Number 00796;

**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 Regional Municipal Planning Strategy, Regional Subdivision By-law, Halifax Peninsula Secondary Plan and Land Use By-law, as may be amended from time to time.

**1.3 Applicability of Other By-laws, 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.

Except as otherwise provided for herein, the consolidation/subdivision of the Lands shall comply with the requirements of the Subdivision By-law for Halifax, as may be amended from time to time.

**1.4 More Stringent Regulation to Apply in Case of Conflict.**

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

**1.5 Precedence of Written Specifications over Schedules and Drawings**

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

## 1.6 Costs, Expenses, Liabilities and Obligations

The Developer and each lot owner 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 or lot owner.

## 1.7 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

### 2.0 GENERAL DESCRIPTION OF LAND USE

The use of the Lands permitted by this Agreement are the following:

- (a) a single (one) 120 (one hundred and twenty) multiple unit residential apartment building; and
- (b) the existing commercial storage facility at 5497 Atlantic Street subject to the C-3A (Business Services Zone) requirements.

### 2.1 Use

The Developer shall construct a building on the Lands, which, in the opinion of the Development Officer, is substantively in conformance with Schedules B to H attached to this agreement and filed in the Halifax Regional Municipality Planning as Case # 00796 and shall not develop or use the Lands for any purpose other than a 120 unit apartment building.

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	West Elevation
Schedule D	South Elevation
Schedule E	East Elevation
Schedule F	North Elevation
Schedule G	Site Section
Schedule H	Parking Plan

## **2.2 Unit Mix**

The maximum number of units shall be one hundred and twenty (120), of which fifty nine (59) shall be one bedroom units, sixty (60) shall be two bedroom units and one (1) shall be a three bedroom unit.

### **2.2.1 Unit Mix Modifications**

Notwithstanding, Section 2.2 and pursuant to Section 44C of the land use bylaw, the Development Officer may approve modifications to the unit mix provided such modifications comply with the bylaw and, in the opinion of the Development Officer, any such modification would be compatible with the neighbourhood.

## **2.3 Maximum Density not to Exceed 125 persons per acre**

The maximum density for this project shall not exceed one hundred and twenty five (125) persons per acre.

## **2.4 Requirements Prior to Approval**

Prior to the issuance of any municipal Permits, the Developer shall complete the Municipality's Multi-unit Residential, Institutional, Commercial, and Industrial (MICI) project review process for building permit applications including compliance with Section 2.5 of this agreement.

## **2.5 Contaminated Site Remediation**

Whereas the Lands are contaminated with unacceptable on-site risks to human health and safety or impacts to the environment, the Developer agrees to the following:

- 2.5.1** Prior to the commencement of any site works, including clearing, grubbing, and soil removal or relocation on the Lands to comply with "Guidelines for Management of Contaminated Sites in Nova Scotia," pursuant to the Nova Scotia Environment Act.
- 2.5.2** Prior to the issuance of any municipal Permits, the Developer shall provide to the Development Officer three copies (3) of the Remedial Action Plan (RAP) prepared by a qualified "Environmental Site Professional" as submitted to Nova Scotia Environment and Labour (NSEL). The Development Officer shall not issue a Development Permit until the RAP has been reviewed and deemed acceptable by NSEL.
- 2.5.3** Pursuant to HRM Bylaw W-101 "Respecting Discharge into Public Sewers" the developer, under the direction of a qualified "Environmental Site Professional", shall take measures to mitigate contaminants from entering into HRM public sewers. The Developer further agrees to install the appropriate sampling manholes (as per Municipal Service Systems Guidelines) which shall be shown on the site plan submitted with the building permit application.

## **2.6 R-3 (Multiple Dwelling) Zone Requirements**

- 2.6.1** The multiple unit residential building shall meet the requirements of the R-3 (Multiple Dwelling) Zone of the Halifax Peninsula Land Use By-law except as specifically identified as otherwise by the plans or this agreement.
- 2.6.2** Notwithstanding Section 2.6.1, Sections 10 (1) and 10 (2) (one building per lot), 44E (parking), 6A (Bicycle Parking) and, 47(2), 47(3), and 47(4) (angle controls) of the Halifax Peninsula Land Use By-law shall not apply.
- 2.6.3** Notwithstanding Section 2.6.1, pursuant to Section V - South End Area Plan, Policy 7.8.2.2 of the Halifax Peninsula Municipal Planning Strategy, District VIII, the height precinct of 35 feet for the proposed building shall not apply.

## **2.7 Building Architecture**

- 2.7.1** The maximum height of the building measured from the average front yard elevation to the floor level of the uppermost storey shall be fifty (50) feet. The maximum number of stories above grade shall be six (6) and shall not include the parking garage level.
- 2.7.2** The roofline of the building shall provide visual interest. A positive visual termination at the top of the building shall be created with decorative cornice designs, parapets, pediments or gables extending above the building roof line, substantively in conformance with Schedules C to F inclusive.
- 2.7.3** Predominant exterior building materials shall be high quality masonry materials, including, but not limited to, brick, sandstone, other native stone and tinted/textured concrete masonry units or brick veneer. Belt courses, stringcourses, corbels, lintels, spandrels and other architectural facade elements shall be constructed of complementary masonry materials and colours.
- 2.7.4** Exterior building materials shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated metal panels.
- 2.7.5** Each suite shall have an enclosed solarium. The windows are to be PVC clad or equivalent. Balconies shall have decorative pre-finished metal rails and balustrades or equivalent. No exposed pressure treated wood lumber is permitted.
- 2.7.6** The exposed parking garage faces shall be neutral coloured architecturally textured concrete or finished in parging, coloured stucco or equivalent.

**2.7.7** Finish of Exterior Concrete Surfaces:

- (a) General: All exposed concrete surfaces shall be reasonably free from fins, bulges, ridges, offsets, defects, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface.
- (b) Un-formed Surfaces: After proper and adequate vibration and tamping, exposed un-formed concrete surfaces of all exterior pads, sidewalks, slabs and floors, shall be brought to a uniform surface with suitable tools. The finish for all unformed concrete exterior surfaces shall be a soft broom finish.

**2.7.8** The minimum front yard setback shall be ten (10) feet but the front entry roof canopy may encroach within the setback but not extend beyond the property line into the street right of way.

**2.7.9** The building shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be approved by the Development Officer and Building Official in consultation with HRM Solid Waste Services.

**2.7.10** Notwithstanding SubSections 2.7.1 to 2.7.9, inclusive of this agreement, the Development Officer may approve modifications to the Schedules of this agreement, provided such modifications comply with the applicable land use bylaw requirements of the R-3 (Multiple Dwelling) Zone , and in the opinion of the Development Officer, further enhance the appearance of the building and Lands.

**2.8 Landscaping**

The intent of the landscaping is to provide aesthetic enhancement to the residential neighbourhood and to buffer the building and Lands from the adjacent industrial use, the Developer shall provide a landscape plan to the Development Officer for approval as a condition of the development permit application. The landscape plan shall be prepared and sealed by a Landscape Architect in good standing with the Atlantic Provinces Association of Landscape Architects (*APALA*), or Canadian Society of Landscape Architects (*CSLA*) and include as a minimum the planting identified in Schedule "B" of this agreement.

The landscape plan shall, in the opinion of the Development Officer, be substantively in conformance with the following:

- (a) General requirements "Municipal Service Systems Part A: Design Guideline, Section 9.0 Trees".

- (b) Provision for landscaping along the building face within terraced planters planted with upright shrubs a minimum of 0.6 metres (24 inches) in height and including groundcover consisting of a minimum of 50% coniferous shrub material.
- (c) Provision of street trees along the South Bland Street frontage of the site.
- (d) Provision of landscaping in areas of the building, including the roofs of storage rooms that can be viewed from apartments within the building. Landscaping shall be a combination of 50% coniferous shrubs a minimum height of 0.6 metres (24 inches) and low maintenance ground cover.
- (e) Provision of landscaped screening from South Bland Street to the at grade parking areas. Screening shall consist a minimum of four (4) high branching deciduous trees with a minimum caliper of 60 mm measured at 300 mm above the ground and infill of shrubs a minimum height of 0.6 metres (24 inches).
- (f) Provision of landscaping to the rear east facing area of the building. Landscaping shall include a minimum of sixteen (16) trees, which shall be high branching deciduous trees a minimum caliper of 60 mm measured at 300 mm above the ground or coniferous trees a minimum of 1.5 m (5 ft.) high.
- (g) All soft landscape areas not planted with trees and shrubs shall be sodded.
- (h) All plant and sod material conforms to the Canadian Standards for Nursery Stock, Eighth Edition as set out by the Canadian Nursery Landscape Association.

## 2.9 Tree Preservation

Mature trees provide greater visual and aesthetic relief to the residential neighbourhood and buffer the building and Lands from the adjacent industrial use, the Developer shall:

- (a) Make all reasonable effort to ensure the preservation or protection of the existing trees on site or adjacent to the site.
- (b) Ensure proper arboricultural practices in the protection of existing trees, as supervised or managed by a professional arborist certified by the International Society of Arboriculture, Tree Care Industry Association, American Society of Consulting Arborists or equivalent.
- (c) Replace any damaged tree with a minimum of two (2) new trees of the same species with a minimum 60 mm caliper size, measured at 300 mm above the ground or coniferous trees a minimum of 1.5 m (5 ft.) high.
- (d) Notwithstanding Section 2.9 (d) inclusive of this agreement, the Development Officer may approve modifications to the location, size, species and height of the



replacement trees, provided such modifications in the opinion of the Development Officer, are substantively in conformance with this agreement and provide for an enhancement to the neighbourhood.

## **2.10 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, pruning, litter control, garbage removal and snow removal/salting of walkways, driveways, and parking areas.

## **2.11 Streets and Municipal Services**

The developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater sewer and drainage 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, except as provided herein.

All design drawings and information shall be certified by a "Professional Engineer" being a member or licensee of the Association of Professional Engineers of Nova Scotia.

All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with HRM specifications.

## **2.12 Developer Responsible for Approval Costs**

The Developer shall be responsible for securing all applicable permits, reports, plans, and approvals associated with the on-site contamination 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 Nova Scotia Environment and Labour. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.

## **3.0 Occupancy Permit**

3.1 Pursuant to Section 2.5, of this agreement, no occupancy permit shall be issued for the building on the Lands until, proof that the site has been assessed,

remediated and/or managed in accordance with the Guidelines for Management of Contaminated Sites in Nova Scotia.

Proof shall be in the form of a Certificate of Compliance prepared by a qualified "Environmental Site Professional" responsible for the management of the remediation project and as submitted to, reviewed and deemed acceptable by Nova Scotia Environment and Labour.

- 3.2 Prior to issuance of the occupancy permit, written certification by a Landscape Architect who is a member in good standing with the Atlantic Provinces Association of Landscape Architects (APALA) or the Canadian Society of Landscape Architects (CSLA) shall be provided to indicate that the provisions of clauses 2.8 and 2.9, of this agreement, have been met.
- 3.3 No occupancy permit shall be issued for any building constructed on the Lands until such time as the landscaping has been completed in accordance with Section 2.8 of this agreement, provided however that where such building has been completed and all other terms of this agreement have been met, an occupancy permit may be issued provided that the developer supplies a security in the amount of 110 percent of the estimated cost to complete the landscaping. The security shall be in the form of a certified cheque or an automatically renewing irrevocable Letter of Credit issued by a chartered bank to the Development Officer.
- 3.4 Should the developer not complete the landscaping within nine months of issuance of the occupancy permit or by September 1 of the year in which the occupancy permit was issued, whichever is earlier, the Municipality may use the security to complete the landscaping as set out in Section 2.8 of this agreement. The developer shall be responsible for all costs in this regard exceeding the security. The security or unused portion of the security shall be returned to the developer upon completion of the work.
- 3.5 Pursuant to Section 2.11, of this agreement, no occupancy permit shall be issued for the building on the Lands until all street improvements, municipal servicing systems and utilities have been completed, except that the occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of one hundred and ten (110%) percent of the estimated cost of completion of all outstanding work.
- 3.6 Security shall be in favour of the Municipality and may be in the form of a certified cheque or an automatically renewing irrevocable Letter of Credit issued by a chartered bank.

- 3.7 Security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality.

#### **PART 4: AMENDMENTS**

- 4.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantive and may be amended by resolution of Peninsula Community Council:
- (a) A change in the total number of units provided the unit mix is in compliance with the R3 Zone provisions of the Land Use Bylaw and the approved density of 125 persons per acre is not exceeded.
  - (b) A change to a schedule of this agreement that is required to accommodate management recommendations or land use restrictions as may be required to comply with the *Environment Act*, "Guidelines for Management of Contaminated Sites in Nova Scotia."
- 4.2 Amendments to any matters not identified under Section 4.1 above, shall be deemed substantive and may only be amended in accordance with the agreement amendment and approval requirements of the *Municipal Government Act*.

#### **PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 5.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 5.2 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.
- 5.3 In the event that construction of the project has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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 of construction" shall mean completion of the footings for the proposed building.

- 5.4 If the Developer fails to complete the development, or after eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement.

#### **PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 6.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 6.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
  - (b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the *Assessment Act*.
  - (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
  - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the *Municipal Government Act* or Common Law in order to ensure compliance with this Agreement.

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

) **SUMMER WIND PARTNERS (2000) LIMITED**

)

)

)

) 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

)

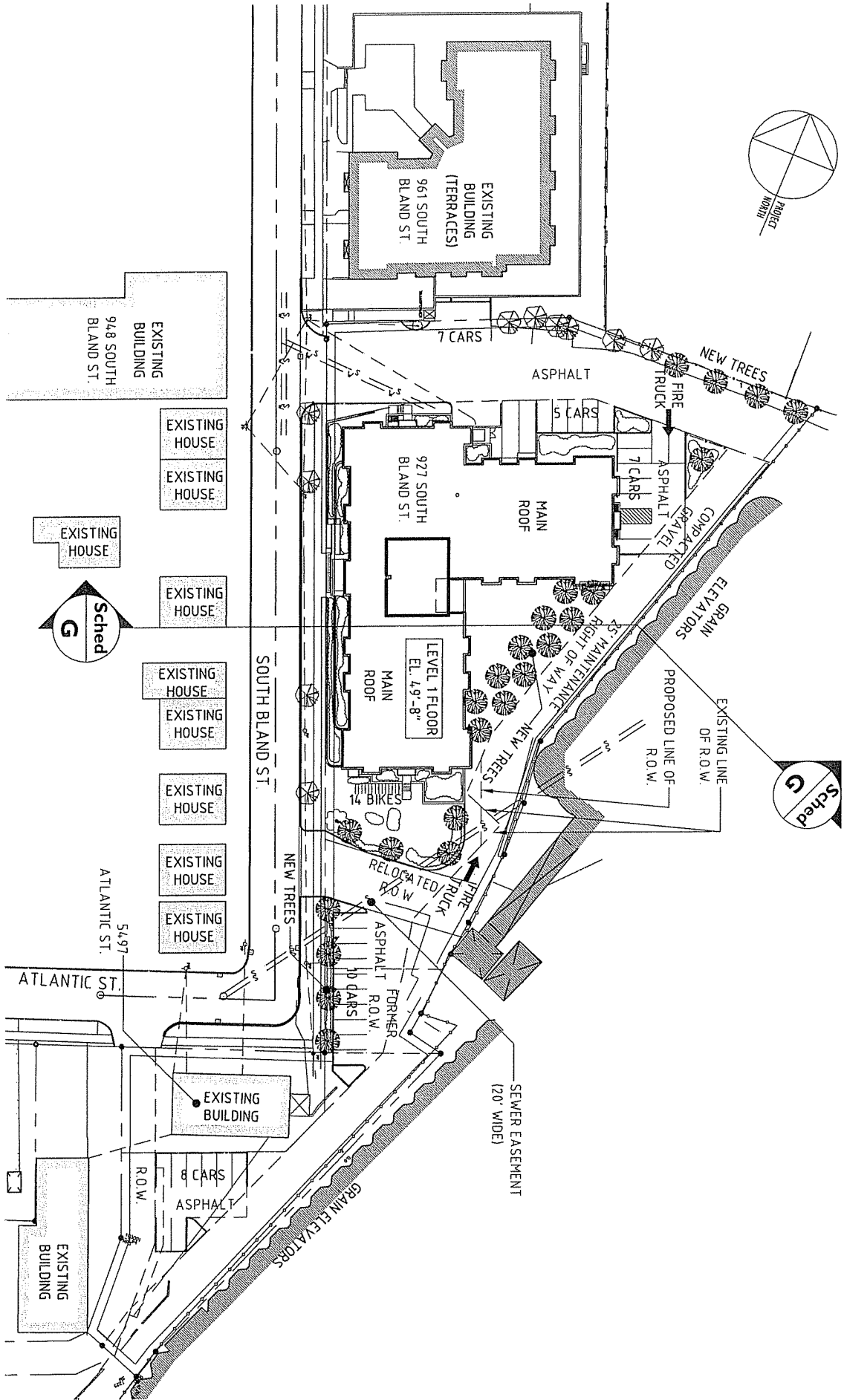
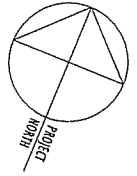
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)

Per: \_\_\_\_\_

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

) Municipal Clerk



"THE TERRACES 2"

SOUTH BLAND STREET, HALIFAX, NS

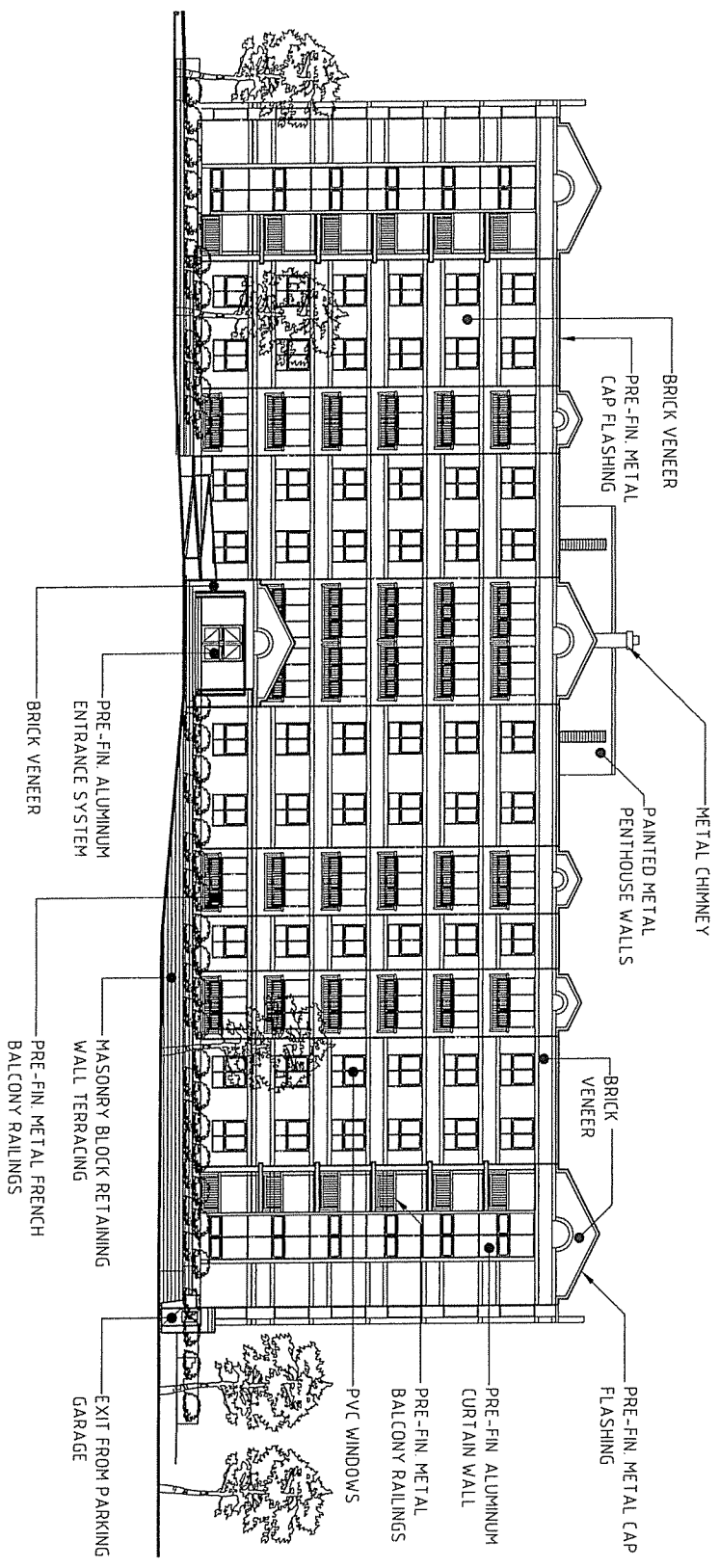
SCHEDULE B

SITE PLAN

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.  
HALIFAX, N.S., B3K 1B6 (902) 422-1557

1" = 80'  
May 18, 2007



"THE TERRACES 2"

SOUTH BLAND STREET, HALIFAX, NS

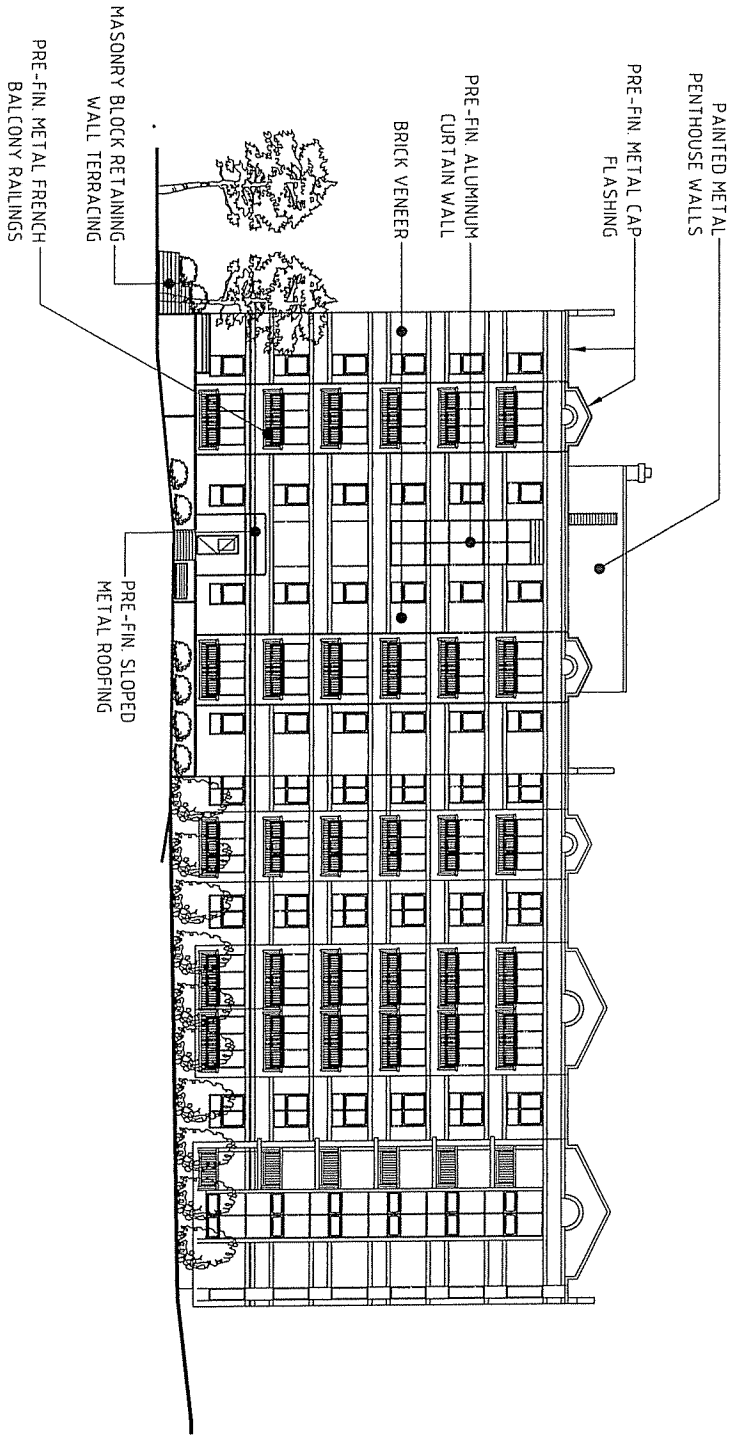
SCHEDULE C

WEST ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.  
HALIFAX, N.S., B3K 1B6 (902) 422-1557

1" = 30'  
Apr 09, 2007



"THE TERRACES 2"

SOUTH BLAND STREET, HALIFAX, NS

SCHEDULE D

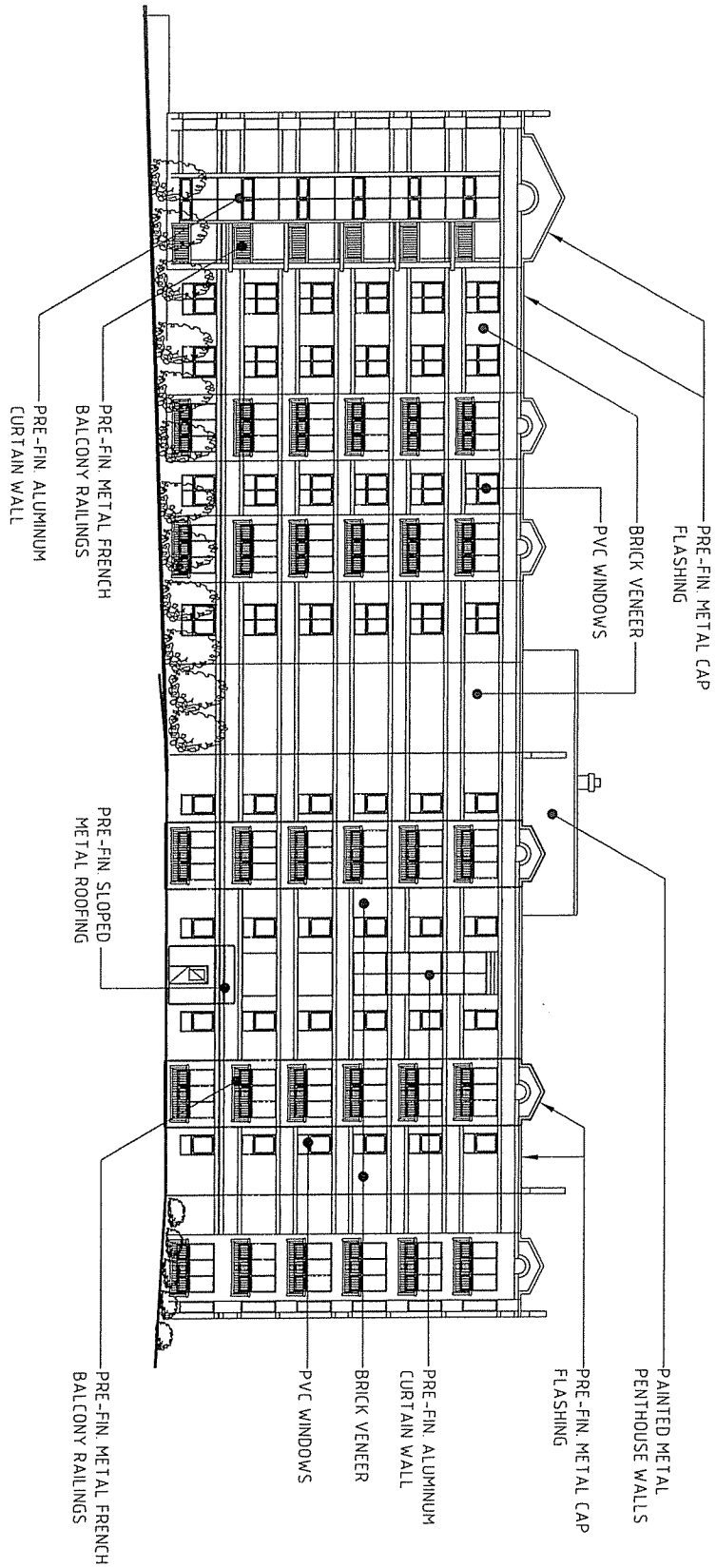
SOUTH ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLS ST.  
HALIFAX, N.S., B3K-1B6 (902) 422-1557

1" = 30'  
Apr 09, 2007





# "THE TERRACES 2"

SOUTH BLAND STREET, HALIFAX, NS

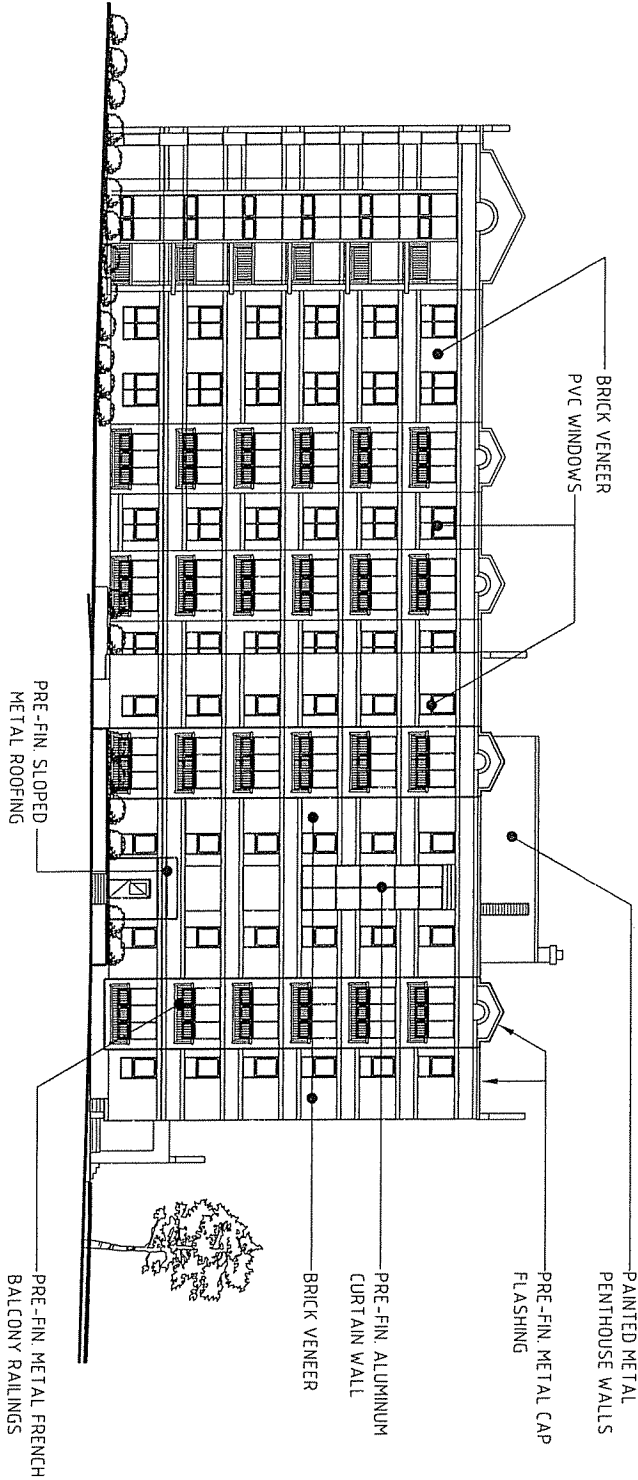
# SCHEDULE E

EAST ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.  
HALIFAX, N.S., B3K 1B6 (902) 422-1557

1" = 30'  
Apr 09, 2007



"THE TERRACES 2"

SOUTH BLAND STREET, HALIFAX, NS

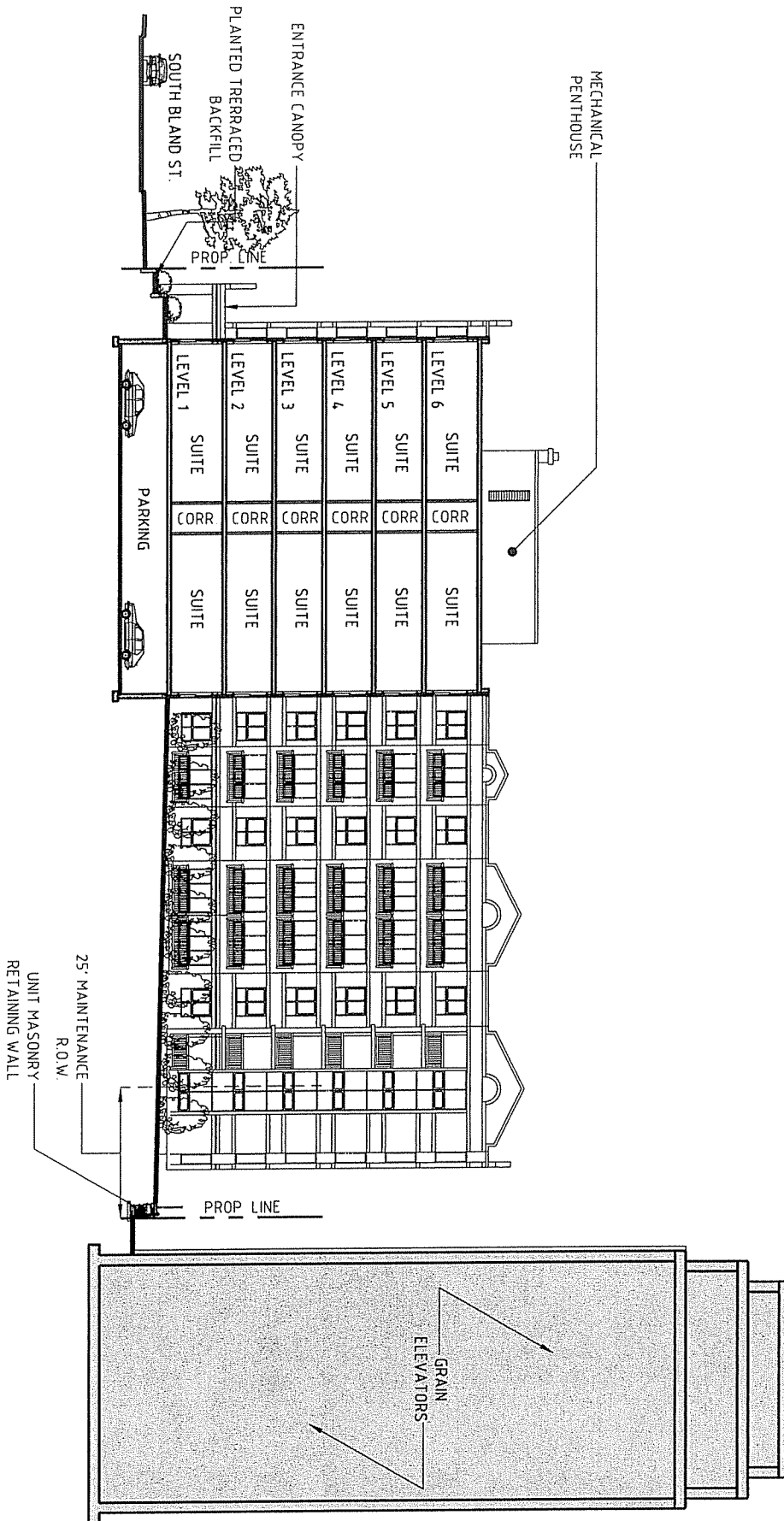
SCHEDULE F

NORTH ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.  
HALIFAX, N.S., B3K 1B6 (902) 422-1557

1" = 30'  
Apr 09, 2007



# "THE TERRACES 2"

SOUTH BLAND STREET, HALIFAX, NS

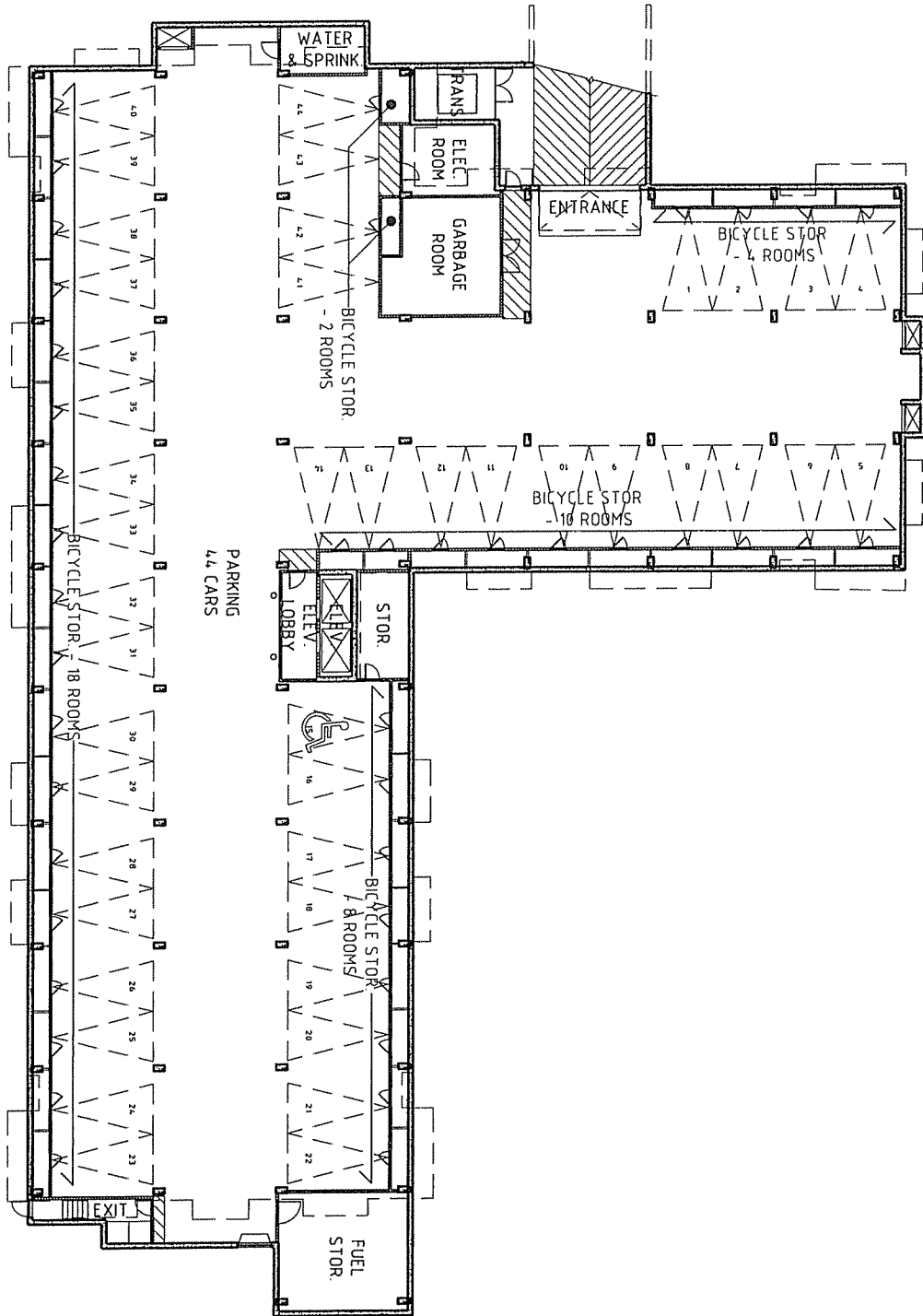
# SCHEDULE G

SITE SECTION

**KASSNER/GOODSPEED ARCHITECTS**

SUITE 200, 5663 CORNWALLIS ST.  
HALIFAX, N.S., B3K 1B6 (902) 422-1557

1" = 30'  
Apr 09, 2007



"THE TERRACES 2"

SOUTH BLAND STREET, HALIFAX, NS

SCHEDULE H

PARKING PLAN

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.  
HALIFAX, N.S., B3K 1B6 (902) 422-1557

1" = 30'  
Apr 09, 2007

ATTACHMENT C

Public Information Meeting Minutes  
Case 00796  
June 20, 2005

In attendance: Councillor Uteck  
Randa Wheaton, Planner, Planning & Development Services  
Gail Harnish, Planning & Development Services  
Richard Kassner, Kassner Goodspeed  
Jim Spatz, Southwest Properties  
Robert White, Southwest Properties

Councillor Uteck called the public information meeting (PIM) to order at approximately 7:05 p.m. in Halifax Hall. The purpose of the meeting is to discuss an application by Southwest Properties Limited, on behalf of Summer Wind Partners (2000) Limited, for a development agreement to permit a multiple unit residential building at 927 South Bland Street, Halifax.

Mr. Randa Wheaton reviewed the development agreement process:

- a letter of request/application is received
- the request is reviewed by staff to make sure it's complete
- a PIM is held early in the process
- there is a more detailed review of the application; it is circulated to various agencies and departments for comment
- a development agreement is negotiated
- a staff report is prepared, which includes a recommendation, and is tabled with Peninsula Community Council, along with a draft development agreement
- Community Council will set a date for a public hearing or may decide to reject it without a public hearing
- the public hearing is held
- after the public hearing is closed, Community Council will make a decision to either approve or reject the application
- there is an appeal period

Mr. Richard Kassner said they looked at this piece of land as the next phase of what they started on this property. They should all be familiar with the original building - the Terrace. The character, design, material, and type of units will be similar in this building. They took the same plans and modified them slightly to bring them up to National Building Code changes.

Mr. Kassner indicated they have massaged some of the units. The exception to what they had in the Terrace is that there is an open wall between a den and the living space and in these buildings they did not include that. They closed that up so it is an enclosed bedroom or den. Other than that, the type of units is virtually the same. They have primarily one and two bedroom units and a few bachelor units.

Mr. Kassner stated they have the enclosed sunrooms that they have in the original building. They have the noise from the grain elevators and the dust in the air. They felt it was a good way to give a reasonably good interior environment with all that outside dust and noise.

Mr. Kassner indicated that in terms of parking, they have forty-two spaces and outside they have pockets of parking for a total of eighty-nine spaces, which is 79% of the units. That is the percentage of cars in this project. 80% of the units in this building have vehicles and they are expecting a similar demand and type of tenants in this new building.

Mr. Kassner referenced the right-of-way to the grain elevators which is still maintained. They have a deeded right-of-way. They have modified their usage and made a proposal. They have made an equal swap of land. They would have a podium across the front with terraced landscaping up from the street, similar to the terrace there now on the podium. It would have the same height and same setback. Their buildings line up. They are the same height and are setting from the same relative position on the ground. It is a slightly larger footprint (112 units here versus 76 units).

Mr. Kassner pointed out ramps where they anticipate having most of the traffic running in and out of the Terrace as they function now.

Mr. Kassner pointed out the existing building at the end of Atlantic Street which is being used for storage. It is not part of this project. He believed it will be maintained as a storage facility. What the owner wishes to do with it is up to him.

Mr. Kassner indicated that in terms of materials, it would have the same brick, material and character. When they work in CAD drawings, it is difficult to find a palette. In reality it is the red brick on the Terrace.

Councillor Uteck questioned what the current ratio was in terms of students.

Mr. Jim Spatz advised that he thought 30% of the building is rented by undergraduate students.

Mr. Spatz stated that Southwest Properties has been a developer and owner of properties, primarily multiple unit residential properties, in Halifax for over fifty years. They buy properties and build properties from scratch - roughly 50/50. They are not a builder and seller of properties. They tend to build for their own account over the long-term. They try to build quality buildings because they will be dealing with issues if not.

Mr. Spatz indicated they will build using quality materials and will landscape the terrace.

Mr. Spatz stated they hope it will be a positive addition to the texture of the City. They build more than multiple unit buildings. They built Sunnyside Mall. They try to be a good corporate citizen and pride themselves on their name and reputation. They try to do their best.

Mr. Kassner indicated they have heavily landscaped the terrace. There is a good buffer between them and the adjacent buildings. That was part of the development agreement. The most dominant

neighbour is the grain elevators which they have to stay away from and they can't obstruct the right-of-way. They cannot do any heavy landscaping here (pointed out) other than grass and lawn and gravelled roadways. What they propose to do is set up a buffer of berms and trees here (pointed out) to cushion any kind of visual impact, and landscape on this end (pointed out), on the podium and on the roof. It is a very difficult site to create any major buffer because of such a dominant structure in the back yard. They have discussed with them the possibility of painting the faces that affect them to somewhat help the aesthetics of their elevators.

Mr. Kassner said he was asked if this building met the by-law requirements. As the by-law stands, no, because it is not zoned properly. It is designated Industrial and zoned C-3A (Business Services). The only way they can put a residential building in that zone is to request a development agreement or a rezoning. The easiest way is a development agreement because it controls the design and it is in the hands of the City to maintain the integrity of the design. A development agreement is a much better approach than to rezone. If it was rezoned, then it would only have to meet the R-3 requirements. The proposed building meets all the R-3 requirements except for the number of parking spaces. The proposed building is in excess of the minimum requirements in terms of open space, is under the allowable density, met all the angle controls, and the landscaping component of the open space requirements is met. The only issue not in full compliance is the number of parking spaces. In order to meet that requirement, they could take up some of the open space but when they consulted with their clients they questioned why they should destroy landscaping for cars, when it was proven historically they do not need that many spaces. They could put six more people on the site.

It was questioned how many people would be in the building.

Mr. Kassner responded that each unit is designed for so many people (one person for a bachelor unit; two persons for a one bedroom apartment; and three persons for a two bedroom apartment). They are allowed up to 304 people on this site. Their count has them at 298 people.

Ms. Jenifer Allen-Barron, Halifax, questioned whether the open space included parking.

Mr. Kassner responded no. It excludes driveways and parking.

Mr. Spatz commented they could turn more area into parking and create thirty more parking spots. The parking would meet the requirements but their experience from their existing building where they meet that requirement is that they have empty spots. Not all the tenants renting there have cars.

Mr. Jim Lorimer, Halifax, questioned if the existing zoning would allow some kind of housing.

Mr. Kassner responded it would allow some low scale housing. The issue is the impact on the soils. They could never develop this site with low density residential development because of the impact of the contamination on the site and the millions of dollars it would cost to dispose of the contaminated soil.

Mr. Lorimer indicated they did do that for McLean Street where they had contaminated soil.

Mr. Kassner responded they would not necessarily have had the same contaminants. They have contamination on this site from arsenic and heavy materials.

Reference was made to a previous proposal. Mr. Kassner indicated he recalled a previous proposal which had forty-two townhouse units. They looked at every option available. The by-law allowed them to develop it but there was no financial feasibility to do it. The cost to get rid of that soil is well over \$1,000,000.

Mr. Spatz commented you never see developments around here where soil is trucked off to Ontario or Quebec. It does not happen because it is cost prohibitive. In doing this, those impacted soils are covered and contained and dealt with in a way that they cannot be of any risk to people. They have experience doing developments on sites with similar impacts. The way to deal with them is to seal them and put clean soil and landscaping on top of them.

Mr. Lorimer indicated he had the building immediately adjacent to it and was focussed on the commercial building now being used as a warehouse. It used to be a bottle exchange. From their point of view, while they use their building for shipping small amounts out, every so often they get a shipment in and it is important for them to be able to get good access to their loading dock, so it makes it problematic if those parking spaces are to be used. He thought they could work with the laneway with a ramp, etc. He felt it was important to put the use of the building in the mix. The apartment building will be there for fifty years, so it will be important to decide what to do with that building. It is an old wooden frame building. It may get converted to loft style residential. It is also a building that could be used for low impact commercial uses. If it is not in their business to consider it and it is too small of a building to worry about, he would suggest that the City consider proposing that it get severed and treated as a separate piece of land. From the point of view from the neighbourhood, he kept his front lawn mowed and noted the building has been fixed.

Mr. Spatz advised that when they got the building, they put a coat of paint on it even though they did not know the use. They will fix up the green building while they are there taking care of this construction. The roof will be replaced and there will be repair work done to the wooden structure. He urged that he drive around and see their portfolio buildings. They have no plans to tear that building down. They now use it for storage. He could not tell him what it would be used for in the future. Eventually they will get to a highest and best use of it. If the day came where somebody wanted to lease it from them, there would be some economical impetus for them to do it. Once they are more committed to the street, they would want that building to look good.

Ms. Allen-Barron questioned when the project was initiated. It was responded April 15, 2005.

Ms. Julie Godwin indicated that 920 South Bland Street, which is a co-op house, did not receive notification of the meeting and requested that they be added to the mailing list.

Ms. Godwin questioned the length of time for construction.

Mr. Kassner responded that if the process goes according to plan, it will be a March start. The length of construction would be a maximum of eighteen months.



Ms. Jane Allen, Halifax, questioned whether they would be doing blasting to accommodate the underground parking.

Mr. Kassner responded they do not blast. They use big gear that rips.

Councillor Uteck indicated that they're not blasting for the Harbour Solutions project either.

Ms. Allen commented that if she was a tenant of the building, the grain elevator would seem like a big neighbour but noted it is an interesting piece of land because of the various zoning in the surrounding area. She understood and appreciated their explanation as to why they are going with a development agreement rather than a rezoning, but expressed concern that the building seems big in terms of the number of units and the number of people. She thought they were great citizens in the community but from their perspective, they are talking about another 300+ people.

Mr. Kassner indicated it is a use that is currently permitted in the South End.

Ms. Allen commented that if you look at the spirit of the regional plan, it is a lot of people. It is 36 persons per acre. The regional plan talks about urban low density.

Councillor Uteck advised that once the regional plan is approved, there will be neighbourhood planning. Some areas are looking at 36 persons per acre.

Mr. Spatz indicated they are proposing 112 units. It is a big piece of land - almost three acres. He was not an expert but growth is going to happen and people will have to live somewhere. One of the big issues for Halifax is sprawl and highways and congestion getting onto the peninsula. People living on the peninsula not needing a car to get to work is a good thing.

Ms. Marie Welton, Halifax, questioned how the City promotes affordable family friendly houses.

Mr. Kassner responded they have provided family type units.

Ms. Welton spoke in favour of a stable and diverse neighbourhood.

Councillor Uteck indicated that as part of the regional plan, if a developer entered into a development agreement and provided say six to eight affordable units in a large building, there may be a density bonus. A development agreement is a give and take. The future of the regional plan is to give a density bonus if there is affordable housing.

Ms. Welton expressed concern that it is a lot of people. There should be ways to encourage more families to the neighbourhood. She did not see the project as contributing to the neighbourhood. It is geared towards singles. They want to develop more of a sense of community. She assumed the storage building would be removed and used as a parking area.

Mr. Spatz commented he would like to see developers given some incentives to do things that align with some goals of the community. For example, developers should be able to build better buildings

or provide more open space and get something in return. They try to follow the rules that exist today.

Councillor Uteck said she would not be in favour of the green building coming down at this point. It could possibly allow for the opportunity of an amendment to the development agreement to allow more units. When you look at the overall land use, it is a tough corner and she could see a future redevelopment of it.

Ms. Welton commented that if they think of world class cities, she was not terribly impressed with the design.

Mr. Spatz responded that it is better than most of the stuff that gets done around here.

Mr. Kasser indicated it is not an easy site to develop.

Mr. Spatz said it is similar to the one that got built next door. It took three years to get it approved after multiple appeals. After it was built, many of the people who opposed it and appealed it and then after seeing the amount of landscaping and the quality of the building, came up and congratulated his father who built it and said they would not have appealed it if they had understood the quality. They try to do a very good job in Halifax. They build buildings for the long-term and try to have long-term relationships with tenants.

Ms. Welton questioned whether there are young families in the present building.

Mr. Spatz responded that they do rent to young families and there is a mix.

Ms. Welton commented she did not think that number of people would add to a stable neighbourhood. It would be more transient.

Mr. Spatz stated that the ability to give density bonuses is a good thing. He has been saying for a long time that the City should not be focussing on the number of people but rather what does the City want to see in developments.

Councillor Uteck cautioned them to be careful about the height of the vegetation so that it is safe.

Mr. Kassner advised they would bring a landscape architect to the table.

Ms. Nancy Sewell, Halifax, indicated they said one of the reasons against building townhouses was because of trucking away the dirt. The square footage looks large. They would have to put the dirt somewhere if they are going to put in underground parking.

Mr. Kassner responded it would be used for infilling. They could not put townhouses on a contaminated site. The site would have to be totally remediated. Townhouses would have back yards. They could not build gardens on a contaminated site. The soil has to be sealed and becomes

an encapsulated seal and can be kept on the site for multiple unit buildings. For single family houses and townhouses, the soil would have to be trucked away.

Reference was made to the pumping station at the bottom of the Todd property. They had to do soil samples to see where the run-off was coming from. Some of it was coming from the grain elevators on South Bland Street. It is from heavy metals to oils and carbon hydrates.

Councillor Uteck referenced Peninsula Place where they did not properly seal the windows and as a result there are a lot of complaints from the tenants.

Mr. Spatz indicated that if you look around this city at the areas that had been industrial, there is heavy metal contamination. There are ways to deal with it to remove it from human contact. He has not seen people taking the contaminated soil and shipping it away. There is no place in Atlantic Canada to take it to.

An individual commented that perhaps they should not be building on contaminated sites. They are planning things and developing things in neighbourhoods and this feels very out of character where the current municipal planning strategy is and the spirit of the whole regional plan.

Mr. Kassner indicated it is very expensive to hold a piece of land indefinitely.

Mr. Spatz stated that Brownfield sites in larger cities are seen as non-contributors to the economy of our cities. Cities do not do well with big vacant lots that sit there forever. That is not what should happen to land in cities. With regard to density and size, he referenced Vancouver where

they have twenty storey buildings next to twenty storey buildings in order to bring people downtown to contribute to a vibrant city and not depend on vehicles.

Mr. Lorimer referenced the building on Atlantic Street and indicated they are looking for a benefit to the neighbourhood from this apartment building.

Mr. Spatz responded that if the building was gone, the apartment building would not be any bigger.

Mr. Lorimer suggested there may be a possibility of treating that building as a community asset and looking for a possible user, so that there was some benefit to turning the site into an apartment building. The City is in a position to negotiate that now. Take advantage of it being a solid building and turn it over to the City if there is an appropriate user.

Mr. Kassner cautioned that liability would be a big concern relative to use of private properties.

Ms. Sewell commented that if the site is contaminated, it sounds like the site should not be developed.

Mr. Kassner pointed out that the soil has to be monitored and controlled.

Mr. Spatz stated there is a Provincial department that has very stringent guidelines. A lot of buildings are built on contaminated sites. Heavy metals are quite inert and are a risk to humans. At the point they are capsulated, they are not a risk. They have to follow Department of the Environment guidelines. Further, there is probably not a lot of sites on the old Peninsula that are not contaminated in some way. Any time they had association with a property on the Peninsula, nothing has been clean.

Mr. Don Keleher, Halifax, said he wondered about the contribution to the community and questioned how many tax dollars this project would generate for the City. It was responded that it's a 10 million dollar project.

Mr. Spatz said he thought they gave back corporately to the community in important ways. It is part of their culture. In terms of development, he did not have a problem with that but it should not apply to just them. They have to compete. They do give back to the community.

Mr. Kassner referred to the suggestion about affordable housing and indicated it is expensive to build. 50% of the buildings in Clayton Park are throw away buildings, which in twenty-five to thirty years, and will not be standing. The quality of the buildings they do is expensive. Most of the buildings in Clayton Park are cheap. They want something that fits into the neighbourhood stylewise and they thought of the Terraces.

Councillor Uteck noted that the positive thing about development agreements is that the people get a say. There is a give and take. She urged that they email her with any suggestions.

An individual asked about the status of the regional plan. Councillor Uteck advised that it would come to Council in September.

It was questioned why development has not been halted while they work on the regional plan.

Councillor Uteck indicated they have done that in the rural areas where we know there is a crisis and the Municipality cannot afford sprawl.

It was commented that development will proceed. There are areas that were always slated for development. We cannot say nobody gets to develop.

Councillor Uteck indicated that in terms of the regional plan, we will spend millions of dollars for culture and amenities. The big picture is out there but it is when they get to the neighbourhood plans where they need to be involved. The area reviews on the Peninsula are frozen. These are serviced areas. Water and sewer is driving the regional plan. Following adoption of the regional plan, she had three areas from Robie Street to the rotary where residents want to have a look at it.

Mr. Spatz commented that growth happens. He thought they were living in a cocoon if they thought everything inside the core will be low density and that there would be no sprawl. He did not think they are dealing with the reality of growth. It is where do they want the growth to happen? Those

are the questions they have to deal with. If everybody says they do not want it here and there, then we will never get to the best solution which is where they want it to happen and how.

Ms. Wheaton advised that the next step would be for her to prepare a report for Peninsula Community Council.

Ms. Welton referenced the outside dust and noise from the grain elevators.

Mr. Kassner responded that is why they built the first building with the terrace. They built it with a sun room so that there would not be open balconies.

Ms. Welton commented she walked by it tonight and it is very noisy.

Councillor Uteck advised they are supposed to be installing a baffling system on it tonight.

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