

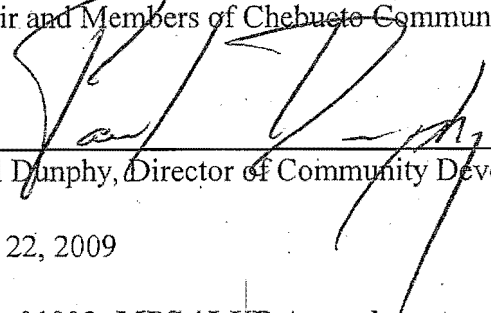


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 10.5.1 (iii)

Chebucto Community Council
September 14, 2009

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: July 22, 2009

SUBJECT: Case 01003: MPS / LUB Amendments and Development Agreement
– Regatta Point, Halifax

SUPPLEMENTARY REPORT

ORIGIN

- Application by Almond Properties Limited
- October 30, 2007 – Initiation by Regional Council of the MPS amendment process
- April 28, 2009 – Request by Regional Council for a second public information meeting

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Move Notice of Motion to consider approval of the proposed Development Agreement contained in Attachment A of this report, and schedule a joint public hearing with Regional Council.
2. Recommend that Regional Council give First Reading to the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Mainland Land Use By-law, as provided in Attachments A and B of the staff report dated March 3, 2009 (Attachment D), and schedule a joint public hearing with Chebucto Community Council.
3. Recommend that Regional Council approve the amendments to the Halifax Municipal Planning Strategy and the Halifax Mainland Land Use By-law as provided in Attachments A and B of the staff report dated March 3, 2009 (Attachment D).

BACKGROUND

This proposal previously came forward to Chebucto Community Council and Regional Council in April 2009 with a staff report dated March 3, 2009 (Attachment D). At the April 28, 2009 meeting of Regional Council, a second public information meeting was requested. This report outlines how the project has been revised since the second public information meeting was held on June 4, 2009.

The proposal is to expand the existing 96 unit apartment building at 16 Anchor Drive by constructing an addition on the southwestern wing of the building towards Purcells Cove Road (Maps 1, 2 and 3). The land on which the addition is to be constructed is a separate vacant lot (Lot RP-1) which will be consolidated with the lot containing the existing building (Lot RP-2).

Amendments to the Halifax Municipal Planning Strategy and Halifax Mainland Land Use By-law are needed to permit the proposal (Attachments A and B of the staff report dated March 3, 2009). This application also proposes to discharge Lot RP-2 from the existing Regatta Point development agreement and apply a new development agreement to the consolidated properties (Attachment A). This will effectively complete the Regatta Point development.

DISCUSSION

Development Description

Since the March 3, 2009 staff report, the following revisions have been made to the proposal:

- Instead of two additions, only one addition is proposed.
- The design of the top floor of the addition has been revised.
- The total number of new units has been reduced from 28 to 22 (96 units already exist).
- The underground parking area has been increased from 20 to 30 required spaces.

As illustrated in the schedules of the development agreement (Attachment A), the addition will be attached to the existing building by a one storey corridor, and will consist of seven residential storeys with one level of underground parking. Access to the parking will be through the existing underground parking which is accessed from Anchor Drive.

During the second public information meeting, the developer committed to providing 34 parking spaces in the addition. The concept plan (Schedule K of Attachment A) shows 34 spaces, however, the agreement only requires 30 spaces. This is to allow for spatial constraints which may arise during the preparation of the actual construction drawings which would not be known at the time of preparation of the conceptual plans which were provided for the development agreement application.

The developer anticipates that the underground parking will not be fully used by residents of the apartment building, although one parking space will be reserved for each dwelling unit. As such, the development agreement permits rental of the extra parking spaces. These are expected to be

used by nearby residents, however, HRM does not have the authority to specify in the agreement that rental may be solely to residents of Regatta Point.

When finished, the existing 96 unit apartment building will be expanded to a total of 118 residential units. Of the 22 new units, 2 are planned as short-term guest suites with the remaining 20 as standard rental units. The top floor of the addition will be approximately half the size of the lower storeys, and it will include the 2 guest suites and mechanical equipment. By enclosing this equipment within the building, it will not be visible from existing taller buildings.

Public Meeting / Area of Notification

In accordance with Regional Council's Public Participation Program for MPS amendments, staff held a public information meeting for this application on April 24, 2008. Minutes of this meeting are provided in the March 3, 2009 staff report (Attachment D).

In addition, at the April 28, 2009 request of Regional Council, a second public information meeting was held on June 4, 2009. Minutes of this meeting are provided as Attachment B of this report, and written submissions are provided as Attachment C. In response to feedback, staff and the developer have clarified items of potential concern in the draft development agreement (e.g. parking and the design of the seventh storey).

Should Regional Council and Chebucto Community Council decide to hold a joint public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 3 will be sent written notification.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Regional Council may choose to approve the requested amendments provided in Attachments A and B of this report. This is the recommended course of action.
2. Regional Council may choose not to approve the amendments provided in Attachment A and B of this report. Regional Council is under no obligation to consider a request to amend its MPS and a decision not to amend the MPS cannot be appealed.

3. Regional Council may choose to either adopt certain amendments but not others outlined in this report, or alternatively request that additional amendments not identified in this report be made, in which case an additional staff report(s) may be required.

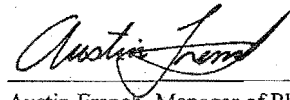
ATTACHMENTS

Map 1	Location and Zoning
Map 2	Generalized Future Land Use
Map 3	Notification Area
Attachment A	Development Agreement
Attachment B	Minutes from Public Information Meeting – June 4, 2009
Attachment C	Additional Written Submissions
Attachment D	Staff Report – March 3, 2009

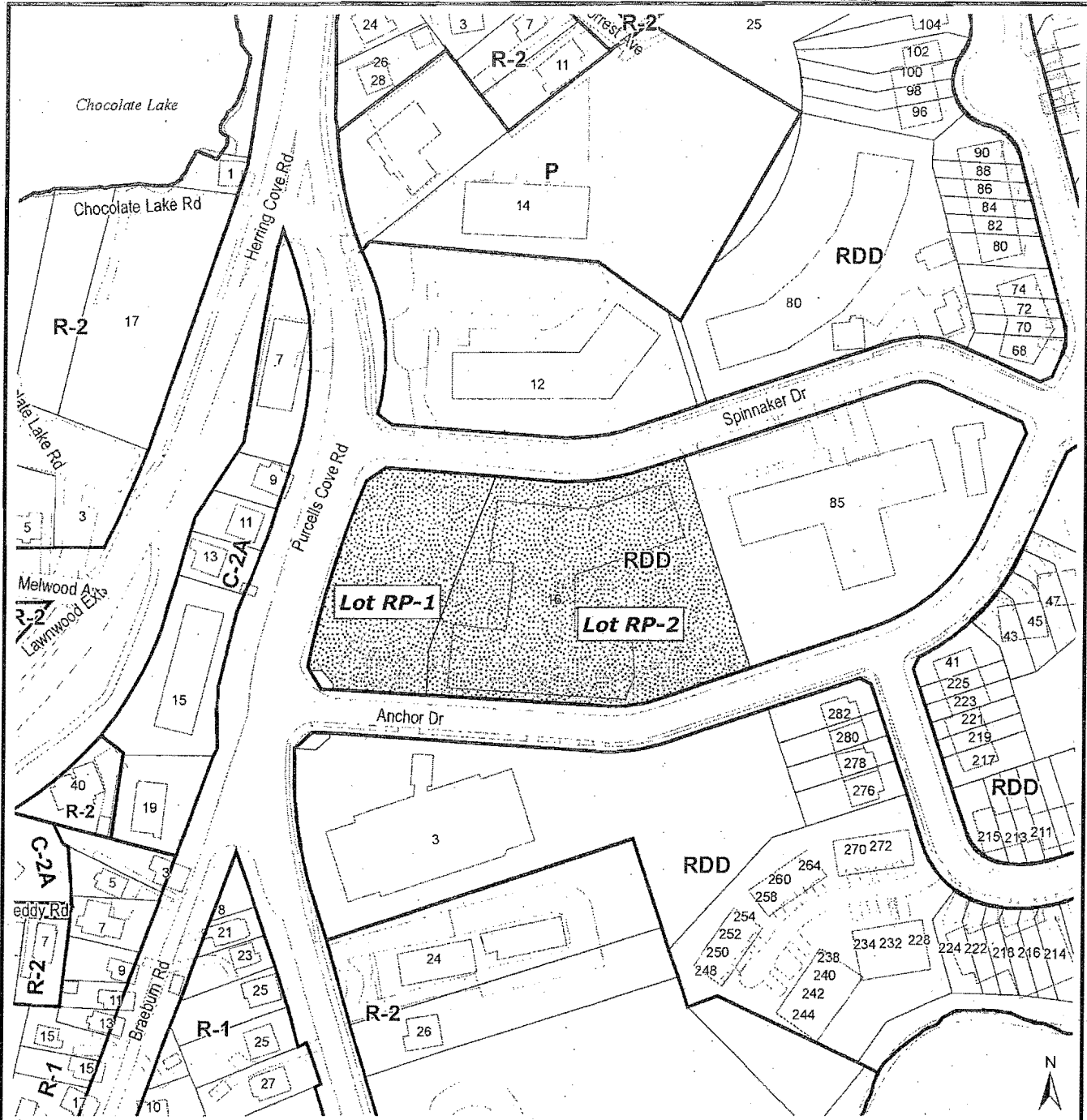
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Mackenzie Stonehocker, Planner I, 490-3999

Report Approved by:




Austin French, Manager of Planning Services, 490-6717



Map 1 - Location and Zoning

Anchor Drive
Halifax

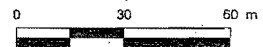
 Subject area

Halifax Mainland
Land Use By-Law Area

Zone

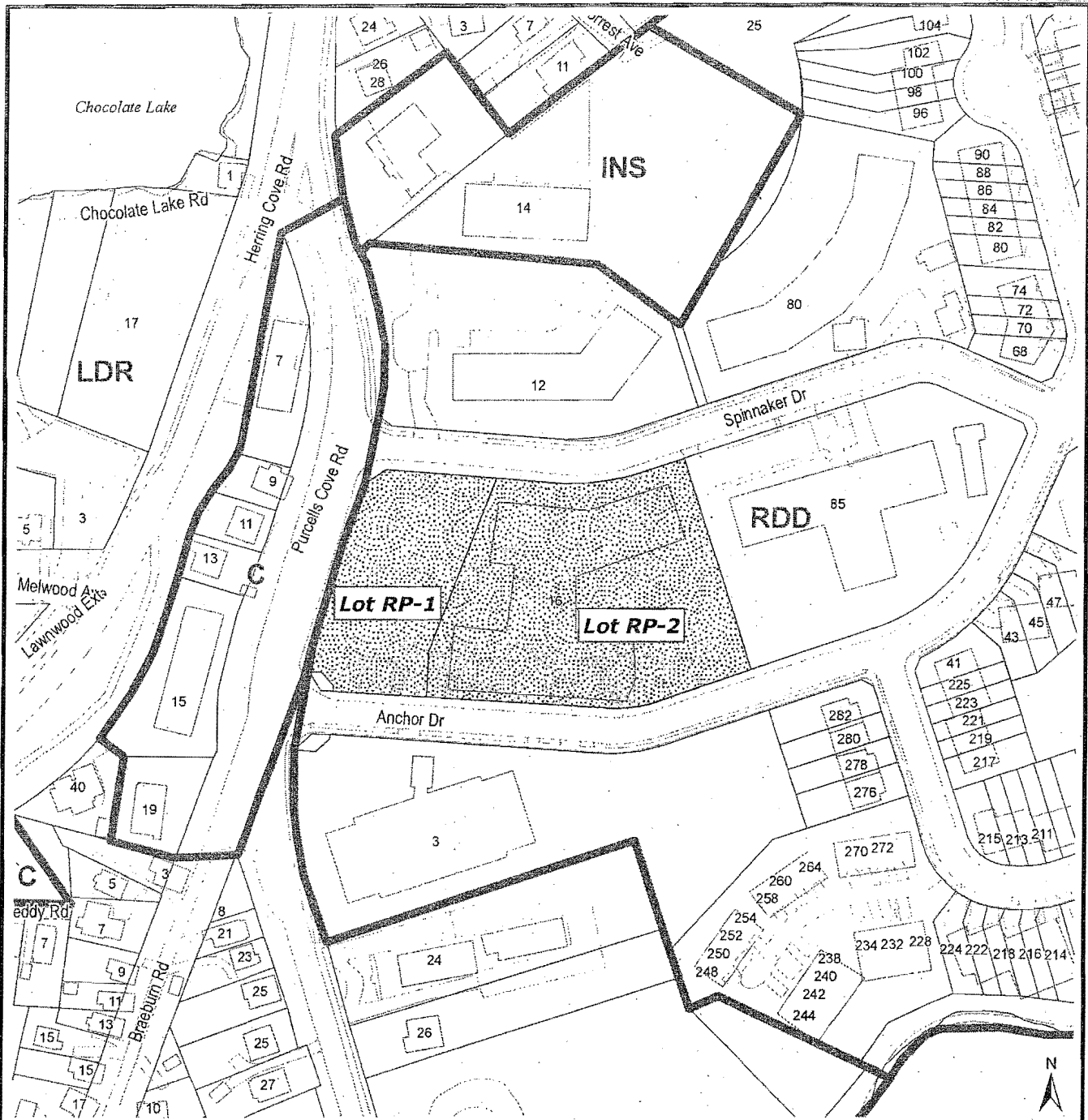
- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- C-2A Minor Commercial
- P Park and Institutional
- RDD Residential Development District

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COMMUNITY DEVELOPMENT
PLANNING SERVICES




This 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.



Map 2 - Generalized Future Land Use

Anchor Drive
Halifax

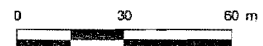
 Subject area

Halifax Plan Area
Mainland South Secondary Plan Area

Designation

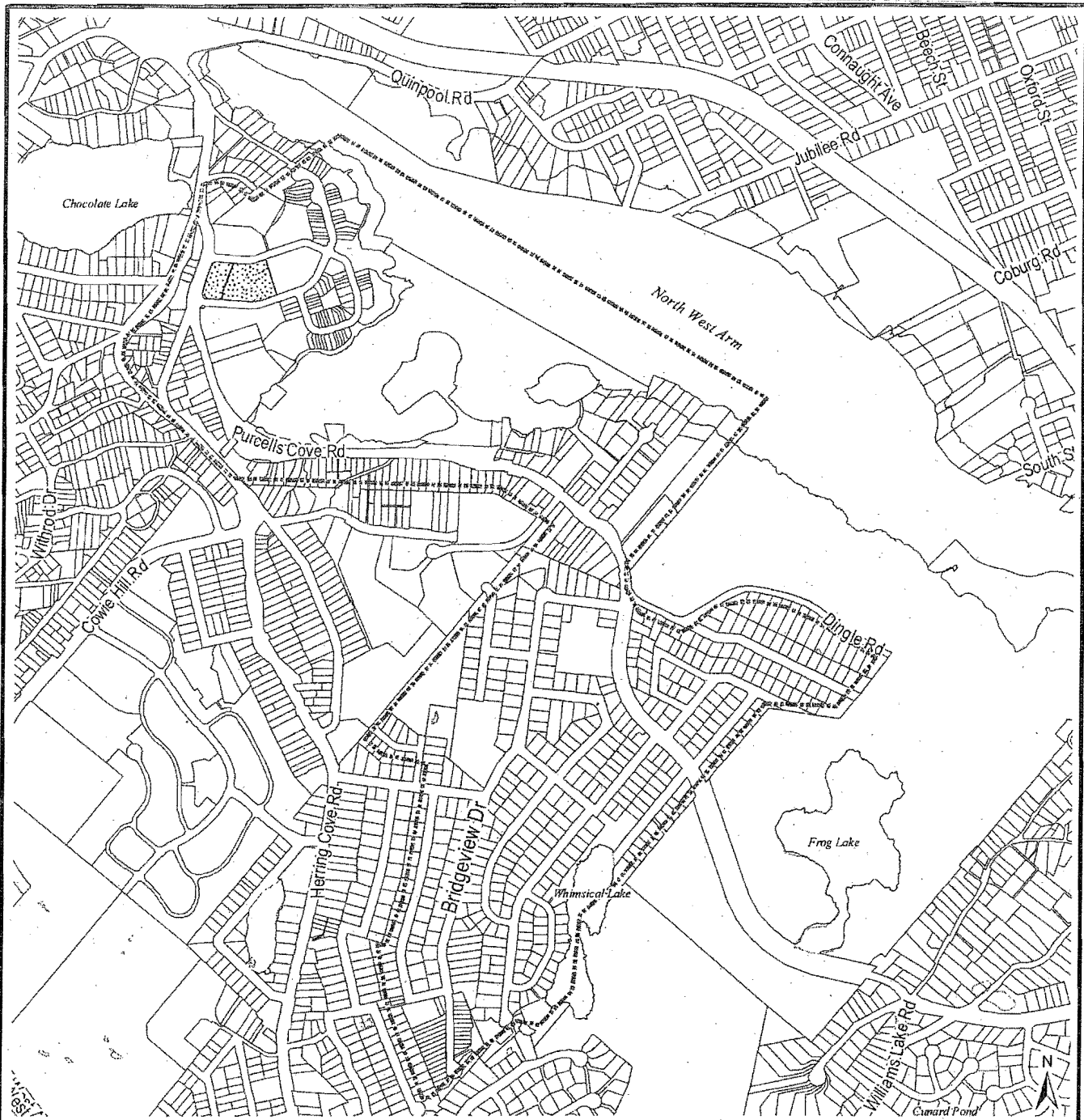
LDR Low Density Residential
C Commercial
INS Institutional
RDD Residential Development District

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
This is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Halifax Mainland South Secondary Plan area.

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



Map 3 - Area of Notification

Anchor Drive
Halifax

-  Subject area
-  Area of notification

Halifax Mainland
Land Use By-Law Area

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Halifax Mainland Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, Lot Owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government, and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

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

1.4.3 Where metric values conflict with imperial values within the written text of this Agreement, the metric values shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- (a) “Certified Architect” means a professional, full member in good standing with the Nova Scotia Association of Architects;
- (b) “Certified Arborist” means a professional, full member in good standing with the International Society of Arboriculture;
- (c) “Forester” means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia;
- (d) “Forestry Technician” means a professional, full member in good standing with the Nova Scotia Forest Technicians Association;
- (e) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects; and
- (f) “Professional Engineer” means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 01003:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Preliminary Landscape Plan
Schedule D	Addition / Existing – Front Elevation “A” (Main Entry) – South
Schedule E	Addition – Front Elevation “A” (Main Entry) – South
Schedule F	Addition – End Elevation “B” – West
Schedule G	Addition – Rear Elevation “C” – North
Schedule H	Addition – Building Link Elevation “D” – East
Schedule I	Addition – Typical Floor
Schedule J	Addition – Penthouse (Seventh Storey)
Schedule K	Addition – Underground Parking

3.2 General Description of Land Use

- 3.2.1 The use of the Lands permitted by this Agreement is an apartment building containing a maximum of 118 units.
- 3.2.2 The 118 dwelling unit apartment building shall consist of the existing 96 dwelling unit apartment building and one addition, attached to the southwestern end of the building near Anchor Drive, as generally shown on Schedule B.
- 3.2.3 The addition shall consist of one (1) storey of underground parking and seven (7) residential storeys above ground.
- 3.2.4 Commercial uses are permitted on the ground floor of the addition, to a maximum of 100 square metres (1076.4 square feet), in accordance with the requirements of the R-4 (Multiple Dwelling) Zone of the Halifax Mainland Land Use By-law, as amended.
- 3.2.5 Rental of parking spaces in the underground parking to non-residents of the property is permitted.

3.3 Detailed Provisions for Land Use

- 3.3.1 The population density shall not exceed 75 persons per acre.

- 3.3.2 For the purposes of calculating population density on the Lands, bachelor units shall be assigned 1 person per unit, one-bedroom units shall be assigned 2 persons per unit, and all other dwelling units shall be assigned 2.25 persons per unit.
- 3.3.3 For the purposes of determining permissible density, one bedroom plus den units shall be considered to be one-bedroom units.

3.4 Building Siting, Height, Massing and Scale

- 3.4.1 The building wall of the addition shall be located no closer than 10.0 metres (32.8 feet) from the property line facing Anchor Drive; the covered entry canopy over the driveway shall be located no closer than 3.05 metres (10.0 feet) from the property line facing Anchor Drive.
- 3.4.2 The addition shall be located no closer than 6.0 metres (19.7 feet) from the property line facing Purcells Cove Road.
- 3.4.3 The addition shall be located no closer than 30.0 metres (98.4 feet) from the property line facing Spinnaker Drive.
- 3.4.4 The ground floor of the addition shall be connected to the southwestern end of the existing building, as generally shown on Schedules B and D; the 2nd through 7th floors of the addition shall be located no closer than 10.0 metres (32.8 feet) from the west end of the existing building.
- 3.4.5 The footprint of the addition, including the link to the existing building but excluding the underground parking podium, shall not be greater than 850.0 square metres (9150 square feet) in area.
- 3.4.6 A typical floor of the addition shall not be greater than 770.0 square metres (8288 square feet) in area.
- 3.4.7 The penthouse (seventh floor) of the addition shall not be greater than 320.0 square metres (3444 square feet) of enclosed floor area.
- 3.4.8 The massing of the addition shall be generally as shown on Schedules D to H, inclusive.
- 3.4.9 The maximum height of the addition to the top of the roof shall not exceed 25.0 metres (82.0 feet) above the mean grade of the finished ground adjoining the building.

3.5 Materials and Architectural Requirements

- 3.5.1 The addition shall be complementary to or substantially conform with the existing building's design, materials, exterior siding, roof materials, colour and ornamentation.

- 3.5.2 All balconies on the addition shall have a concrete floor with glass and painted metal railings.
- 3.5.3 Any exposed foundation or parking garage face in excess of 0.5 metres (1.6 feet) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or a complementary equivalent.
- 3.5.4 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.5 All roof mounted mechanical and telecommunications equipment shall be visually integrated into the roof design or screened, and shall not be visible from any public street or adjacent residential development.
- 3.5.6 The addition shall be designed such that the mechanical systems (HVAC, etc.) are not visible from Anchor Drive, Purcells Cove Road or Spinnaker Drive, or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.6 Parking, Circulation and Access

- 3.6.1 The underground parking in the addition shall be sited as generally shown on Schedules B, H and K, and shall be accessed from the existing underground parking garage.
- 3.6.2 The one (1) level of underground parking in the addition shall provide a minimum of thirty (30) parking spaces.
- 3.6.3 Within the underground parking for the addition and the existing building, parking spaces shall be reserved at the rate of one space per dwelling unit for the use of residents of the multiple unit residential building. Remaining spaces may be rented to non-residents of the property.
- 3.6.4 All parking spaces contained within the underground parking shall comply with the minimum requirements of the Land Use By-law.
- 3.6.5 The building shall include designated bicycle parking as per the requirements of the Land Use By-law.
- 3.6.6 All driveways shall conform to Municipal standards, including the Streets By-law.

- 3.6.7 The driveway access shall be one-way only, with an entrance at the east end of the driveway and an exit at the west end of the driveway, as generally shown on Schedule B.
- 3.6.8 The driveway access shall maintain setbacks from the property lines as generally shown on Schedules B and C.
- 3.6.9 The driveway access, as shown on Schedules B and C, shall have a hard finished surface such as asphalt, concrete, interlocking precast concrete paving stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.6.10 The limits of the outdoor driveway access shall be defined by landscaping and curbs, and such curbs shall not be asphalt.

3.7 Building and Site Lighting

Lighting shall be directed to the driveway, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.8 Landscaping

- 3.8.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Detailed Landscape Plan prepared by a Landscape Architect, and which complies with the provisions of Section 3.8 and which generally conforms with the Preliminary Landscape Plan as contained in Schedule C.
- 3.8.2 At a minimum, the Detailed Landscape Plan shall identify planting as outlined in this Agreement and shall identify appropriate measures to provide for aesthetic enhancement.
- 3.8.3 The Detailed Landscape Plan should maintain as much of the natural landscape and vegetation as can be reasonably achieved.
- 3.8.4 Planting details for each type of plant material proposed on the Detailed Landscape Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.8.5 All plant material shall conform to the current Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the current Canadian Nursery Sod Growers' Specifications.
- 3.8.6 The minimum acceptable sizes for plant material shall be as follows:
 - (a) High branching deciduous trees at grade: 60 mm caliper;
 - (b) High branching deciduous trees on podiums: 45 mm caliper;
 - (c) Coniferous trees: 1.5 metres in height; and
 - (d) Shrubs: 0.6 metres in height or spread.

- 3.8.7 Notwithstanding subsection 3.8.6, no landscaping greater than 0.6 metres (2 feet) in height shall be permitted within the daylighting triangle.
- 3.8.8 For the purpose of subsection 3.8.7, the daylighting triangle means a triangular area on a corner lot which is formed by the corner lot lines and a straight line which intersects them 6.1 metres (20) feet) from the corner where they meet.
- 3.8.9 Decorative plantings shall be provided at the entrances to the building consisting of a combination of decorative trees, shrubs and ground cover.
- 3.8.10 Plantings on podiums above structures shall be selected for their ability to survive on rooftop environments. Trees on podiums shall be located in planting beds or containers.
- 3.8.11 It is the responsibility of the Developer to ensure that the podium above the underground parking structure is capable of supporting the loads from all landscaping as well as the anticipated mature weight of the plant material.
- 3.8.12 Construction Details or Manufacturer's Specifications for all constructed landscaping features, such as fencing, retaining walls, benches, garbage and recycling receptacles, etc., shall be provided to the Development Officer. The documents shall describe their design, construction, specifications, model numbers, quantities, manufacturers of site furnishings, hard surface areas, materials and placement and include a certification from a Landscape Architect that they will enhance the design of the building and the character of the surrounding area.
- 3.8.13 As generally shown on Schedule C, the walkways shall be identified on the Detailed Landscape Plan, and shall have a hard finished surface such as poured in place concrete, interlocking precast concrete paving stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.8.14 All retaining wall systems are to be identified on the Detailed Landscape Plan, including the height of the wall and the type of fencing proposed in conjunction with the wall.
- 3.8.15 All retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent, with a precast concrete cap or equivalent.
- 3.8.16 A construction detail of any retaining wall and fence combination shall be provided and certified by a Professional Engineer.
- 3.8.17 Upright shrubs with a minimum of 50 percent being coniferous shall be located at the base of all retaining walls. All shrubs shall be a minimum height of 0.6 metres (2 feet) and be planted with a maximum spacing of 1 metre (3 feet) on centre. Low maintenance ground covers or vines shall be used in association with the shrubs and retaining walls.

- 3.8.18 No HRM street trees are to be removed or damaged during the construction phase. The Detailed Landscape Plan shall identify plywood protective hoarding as close to the dripline of the existing street trees as possible to protect them during the construction phase.
- 3.8.19 Prior to the issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.8.20 Notwithstanding subsection 3.8.19, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110% of the estimated cost to complete the landscaping. The Developer shall engage the services of a Landscape Architect to prepare and submit, as part of the Occupancy Permit application, a cost estimate for the uncompleted work. The cost estimate, including quantities, unit prices and a 10% contingency fee, shall be approved by the Development Officer. 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. Should the Developer not complete the landscaping within twelve (12) months of issuance of first Occupancy Permit, the Municipality may, but is not required to, use the deposit to complete the landscaping as set out in this 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 by a Landscape Architect.

3.9 Signage

Signage for the development shall be accordance with the requirements of the R-4 (Multiple Dwelling) Zone of the Halifax Mainland Land Use By-law, as amended.

3.10 Outdoor Storage and Display

- 3.10.1 No outdoor storage shall be permitted on the Lands.
- 3.10.2 Propane tanks, electrical transformers and other utility boxes shall be located on the site in such a way to ensure minimal visual impact from Anchor Drive, Purcells Cove Road and Spinnaker Drive, and from abutting residential uses. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls, with suitable landscaping.

3.11 Solid Waste Facilities

The building shall include at least one designated space for five stream (refuse, compost, recyclables, paper and cardboard) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and the Building Official in consultation with Solid Waste Resources.

3.12 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, driveways, the maintenance of all landscaping including trimming and the replacement of damaged or dead plant stock, litter control, garbage removal, snow removal and salting and sanding of walkways and driveways.

3.13 Requirements Prior to Approval

3.13.1 Prior to the application for any municipal permits, the Developer shall complete the MICI (Multi-unit / Industrial / Commercial / Institutional) process, as outlined by the Municipality.

3.13.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

- (a) Plan of subdivision showing approval of consolidation of Lot RP-1 (PID 40396699) with Lot RP-2 (PID 40396681);
- (b) A Detailed Landscape Plan in accordance with Section 3.8 ;
- (c) A detailed Site Disturbance Plan in accordance with clause (a) of Section 5.1 ;
- (d) A detailed Erosion and Sedimentation Control Plan in accordance with clause (b) of Section 5.1 ; and
- (e) A detailed Final Site Grading and Stormwater Management Plan in accordance with clause (c) of Section 5.1 .

3.13.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to this Agreement;
- (b) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement; and
- (c) Certification from a Landscape Architect indicating that either the Developer has complied with the Detailed Landscape Plan required pursuant to this Agreement, or that the Developer has exercised their option under subsection 3.8.19 .

3.13.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.14 Variation by Development Officer

3.14.1 The Development Officer may permit minor changes to the layout and positioning of the building as shown on the attached Schedules or as detailed in Section 3.4,.

3.14.2 The Development Officer may permit a five percent (5%) increase in the size of the footprint of the addition, as detailed in subsections 3.4.5 to 3.4.7.

3.14.3 The Development Officer may permit changes to the architectural requirements or details as shown on the attached Schedules or as detailed in Section 3.5 which, in the written opinion of a Certified Architect, are equivalent to or of a higher quality or improved design which enhances the overall appearance or functionality of the building and furthers the intent of this Agreement.

3.14.4 The Development Officer may permit changes to the landscaping measures as shown on Schedule C or as detailed in Section 3.8 which, in the written opinion of a Landscape Architect, enhance the attractiveness and visual appearance of the Lands.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy Municipal Services Systems Specifications unless otherwise varied by this Agreement and shall receive written approval from the Municipality's Development Engineer prior to undertaking any work.

4.2 Off-Site Disturbance

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 Municipality's Development Engineer.

4.3 Garbage Collection from the Building

The Developer shall be responsible for garbage collection from the building. The Municipality shall be relieved of any and all responsibility respecting garbage collection from the Lands.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and,
- (c) Submit to the Development Officer a detailed Final Site Grading and Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Final Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.2 Stormwater Management System

- 5.2.1 The Developer agrees to construct at its own expense the stormwater collection and treatment system which conforms to the concept design reviewed by the Development Officer, in consultation with the Municipality's Development Engineer, pursuant to clause (c) of subsection 5.1. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

5.3 Failure to Conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 5.1, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Municipality's Development Engineer to ensure compliance with the environmental protection measures.

PART 6: AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

6.2 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of development, as identified under subsection 7.3.3; and
- (b) The granting of an extension to the length of time for the completion of the development as identified under subsection 7.4.1.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

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

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands 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 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.
- 7.3.2 For the purpose of this Agreement, commencement of development shall mean the installation of the footings or foundation for the addition to the existing building.
- 7.3.3 Council may consider granting an extension of the commencement of development time period through a resolution under clause (a) of Section 6.2, if the Municipality receives a written request from the Developer prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 If the Developer fails to complete the development after seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new agreement; or
 - (c) discharge this Agreement.
- 7.4.2 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Mainland Land Use By-law, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four (24) hours of receiving such a request.

8.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remediation under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Development Agreement, made in quadruplicate, was properly executed by the respective Parties on this _____ day of _____, 2009.

SIGNED, SEALED AND DELIVERED
in the presence of

per _____

per _____

SIGNED, SEALED AND DELIVERED
in the presence of

per _____

per _____

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

per _____

per _____

) **MOUNT CEDAR DEVELOPMENTS
LIMITED**

) per: _____

) per: _____

) **ANCHOR GROUP (ATLANTIC)
LIMITED**

) per: _____

) per: _____

) **HALIFAX REGIONAL MUNICIPALITY**

) per: _____

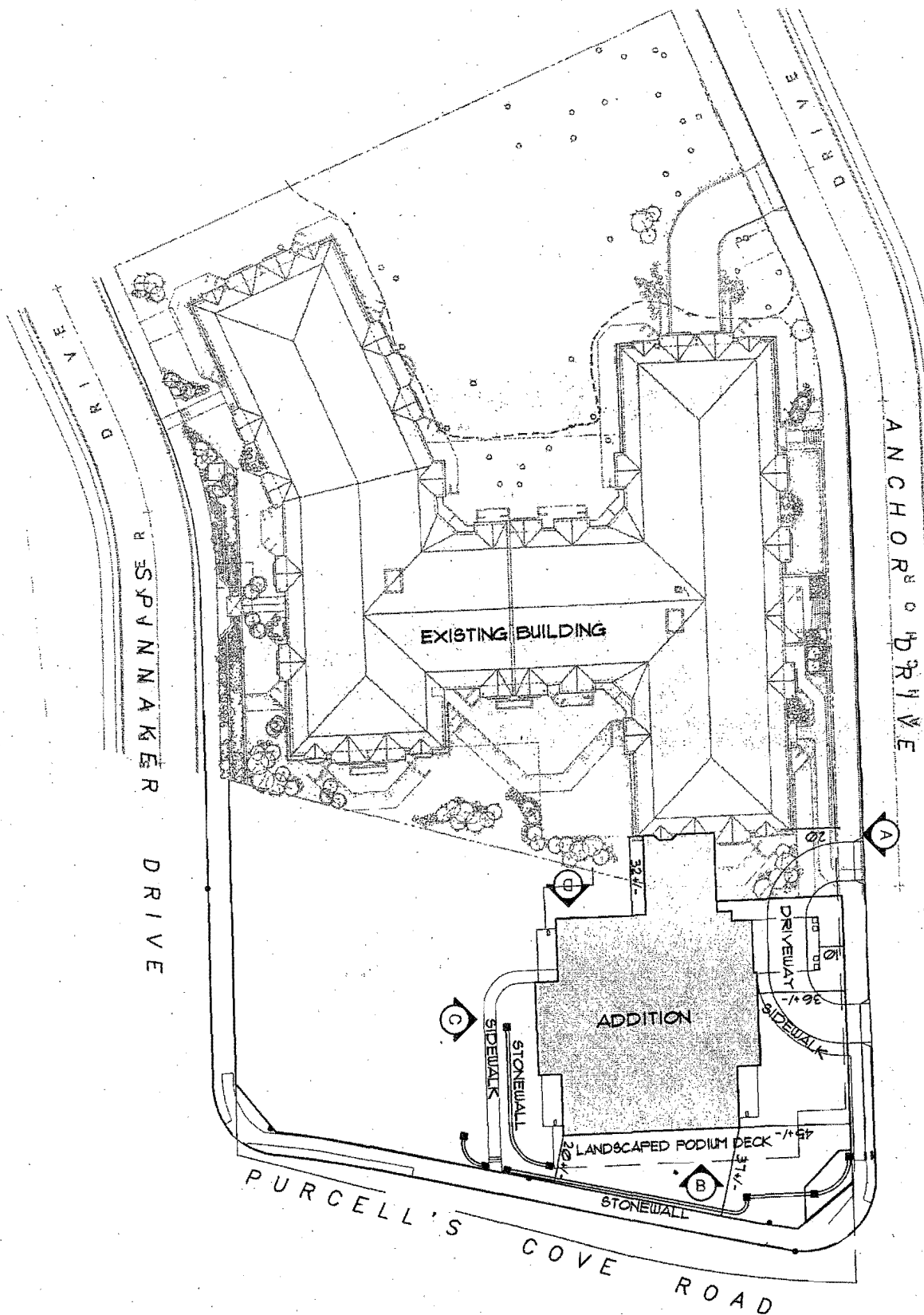
) **MAYOR**

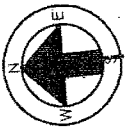
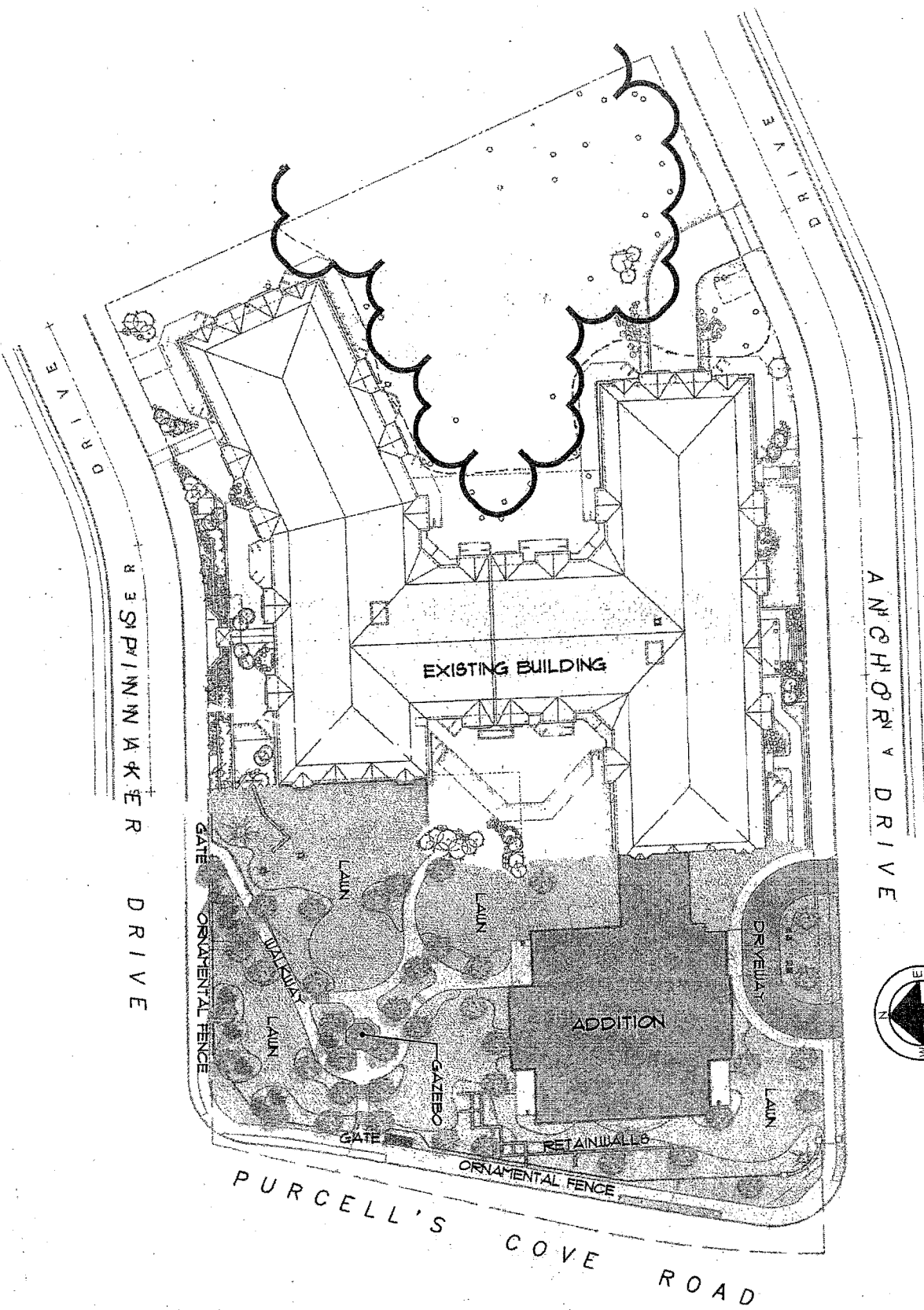
) per: _____

) **MUNICIPAL CLERK**

Site Plan

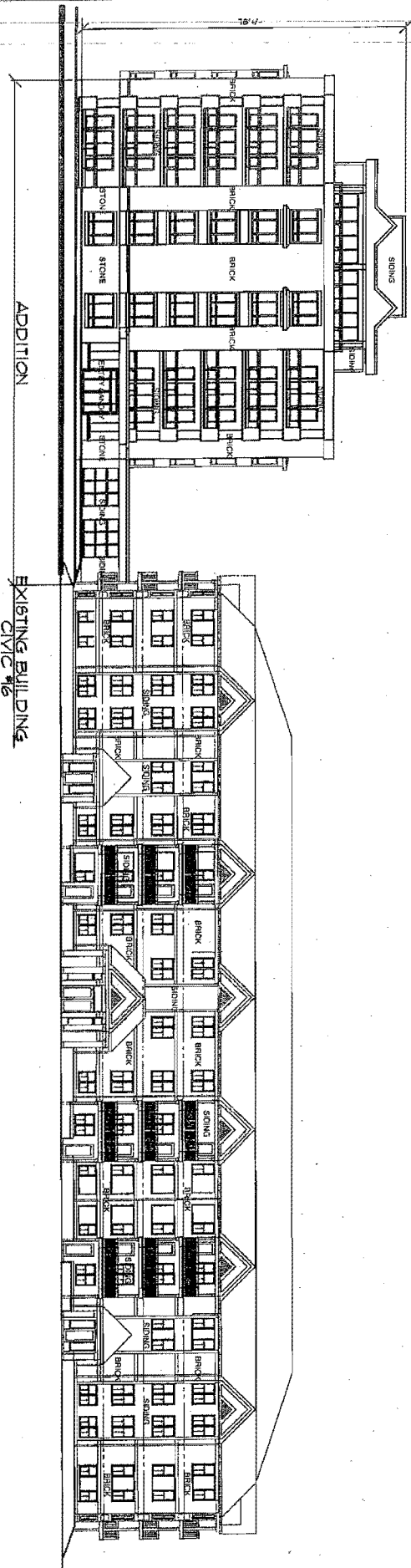
Schedule B





Landscape Plan

Schedule C



ADDITION/EXISTING - FRONT ELEVATION "A" (MAIN ENTRY) SOUTH



ADDITION - FRONT ELEVATION "A" (MAIN ENTRY) SOUTH

Schedule E



ADDITION - END ELEVATION "B" (WEST)

Schedule F



ADDITION - REAR ELEVATION "C" (NORTH)

Schedule G



ADDITION - BLDG LINK ELEVATION "D" (EAST)

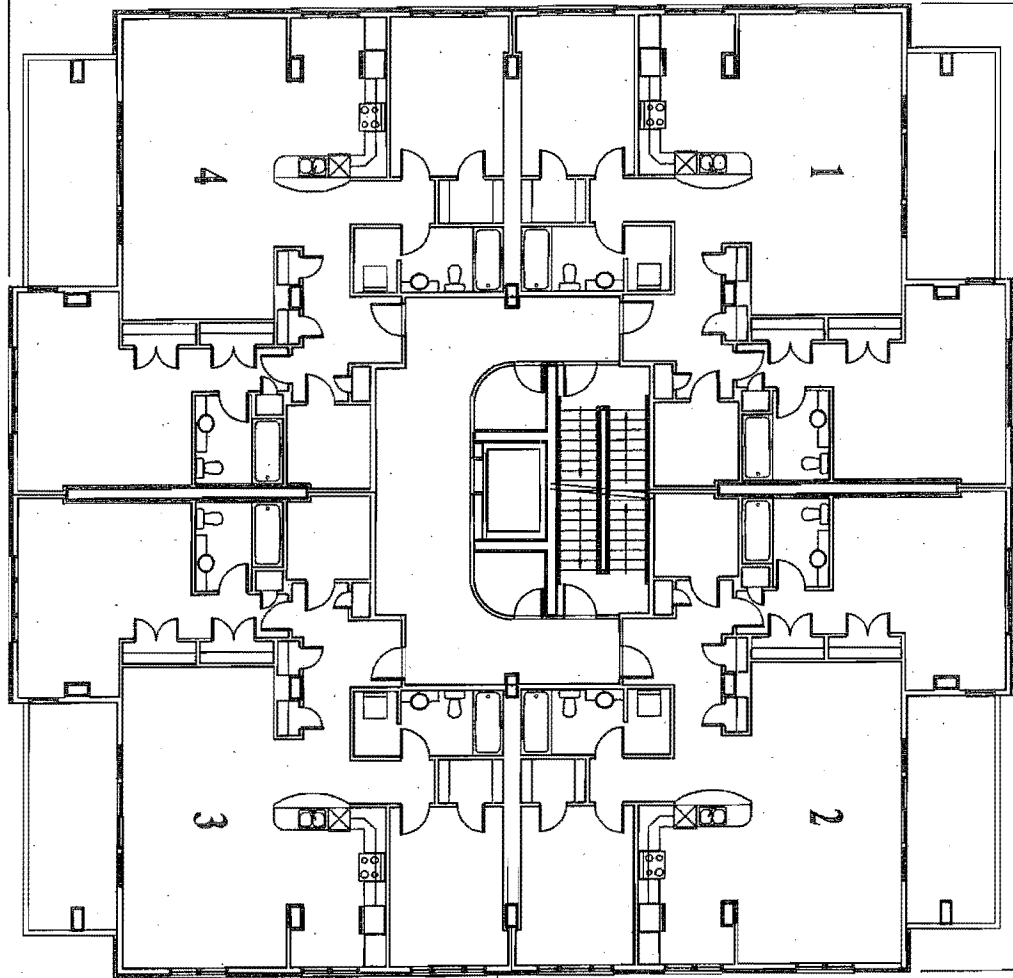
Schedule H

WEST

92'-8"

NORTH

89'



SOUTH

ADDITION - TYPICAL FLOOR

EAST

BLDG. LINK
(BELOW)

EXISTING BLDG.

Schedule I

NORTH

43'

WEST

65'-6"

ROOF DECK

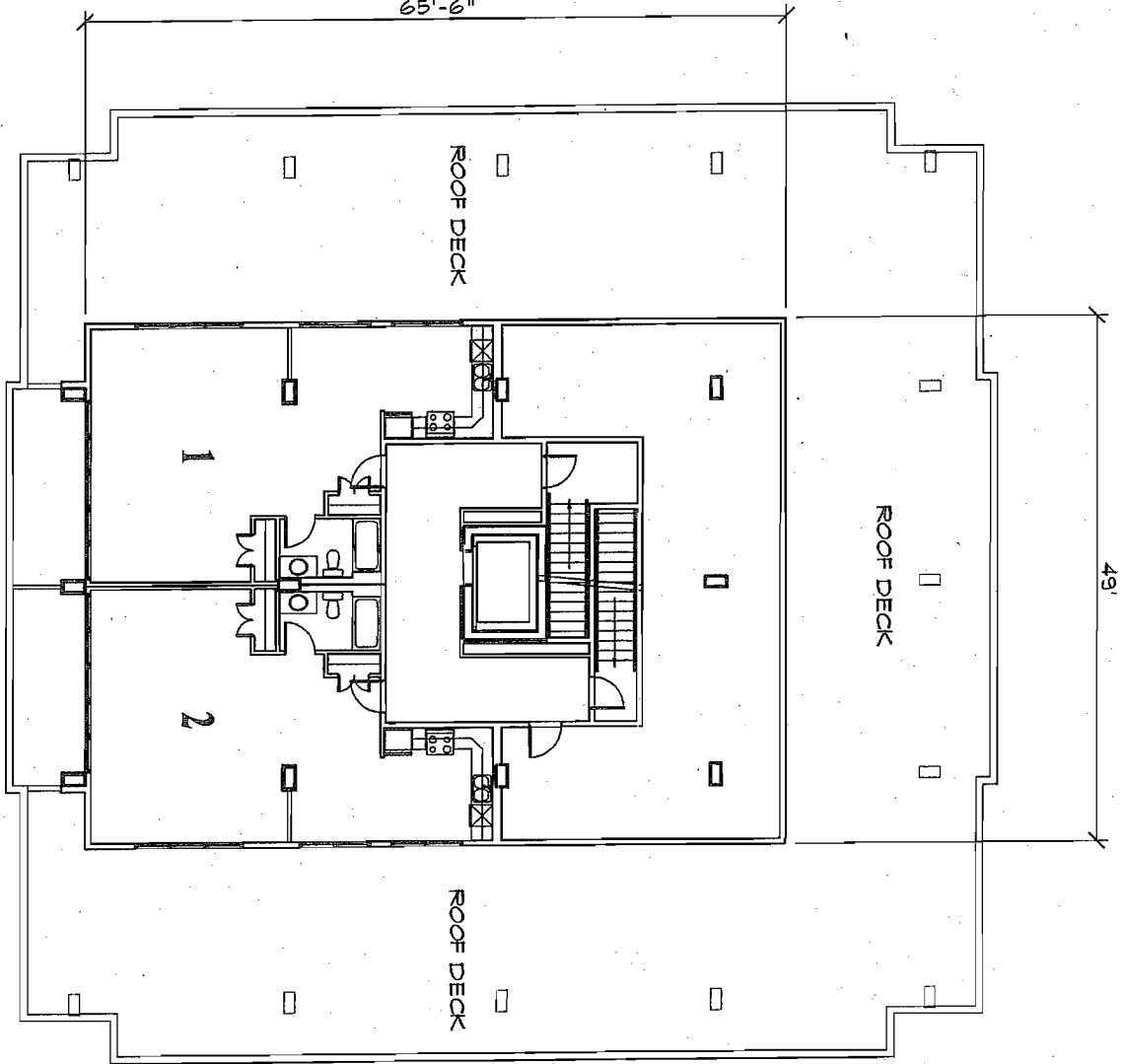
ROOF DECK

ROOF DECK

EAST

SOUTH

ADDITION - PENTHOUSE (7TH STOREY)



Schedule J

WEST

127'-4"

NORTH

116'

EAST

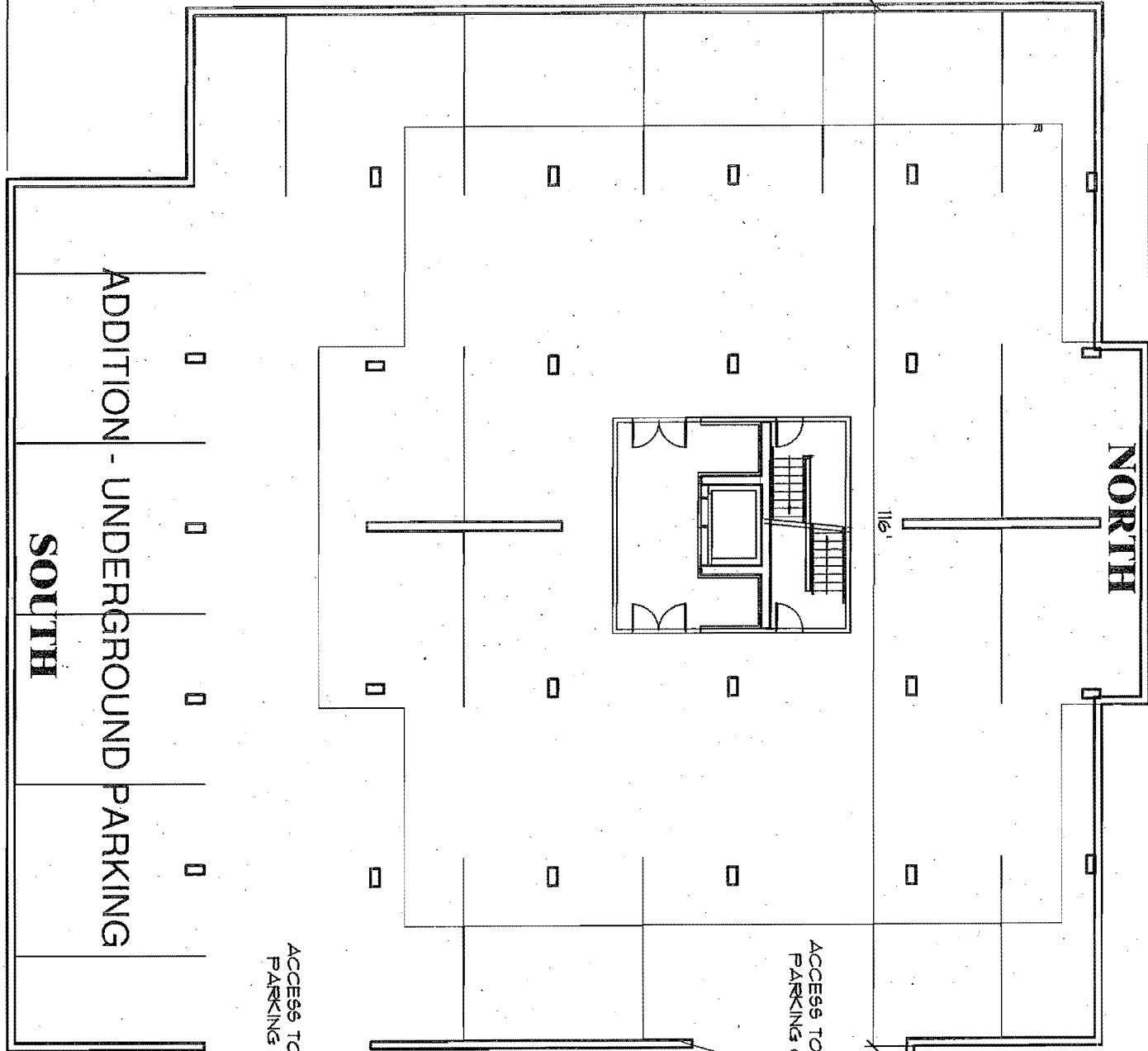
ACCESS TO EXISTING
PARKING GARAGE

ACCESS TO EXISTING
PARKING GARAGE

ADDITION - UNDERGROUND PARKING

SOUTH

Schedule K



Attachment B:
Minutes from Public Information Meeting – June 4, 2009

Thursday, June 4, 2009
St. John the Baptist Church Hall, 24 Purcells Cove Road

In attendance: Councillor Linda Mosher
Mackenzie Stonehocker, Planner
Holly Kent, Planning Technician
Gail Harnish, Planning Services
Danny Chedrawe, Applicant
Paul Skerry, Architect

Public in attendance: Approximately 75

Call to order / Opening comments

Ms. Mackenzie Stonehocker called the public information meeting (PIM) to order at approximately 7:10 p.m. at St. John the Baptist Church Hall, 24 Purcells Cove Road, Halifax.

Councillor Mosher thanked everyone for attending. Some of those in attendance may have attended a previous meeting in April of 2008. The normal process is to have one PIM and then the report goes to Council and they hold a public hearing. There was a snow storm and the first meeting had to be cancelled and some people may not have been aware of the second one. Subsequent to that, many residents expressed a desire for another meeting to be held, which was endorsed by Council. It is important for Council to understand what your feelings are. Councillors have to listen to comments for and against and then make an informed decision based on what they feel the residents feel.

Overview of planning process

Ms. Stonehocker advised we are here tonight to hear about a plan amendment and a development agreement for Regatta Point. We received an application for a plan amendment and a new development agreement for an addition to the existing apartment building at 16 Anchor Drive. The purpose of tonight's meeting is to explain the planning process and for the client to present their proposal. We are here to give members of the public a chance to ask questions and make comments on the application.

Ms. Stonehocker indicated Mr. Chedrawe has applied to amend the Halifax planning documents. This would allow the City to negotiate a new development agreement for an addition to 16 Anchor Drive. A development agreement is a legal contract between the Municipality and the

developer that outlines a specific set of development rules for a certain property. The agreement is registered against the property at the Registry of Deeds.

Ms. Stonehocker advised this property involves two properties, both highlighted in yellow on the map. Lot RP-1 is the smaller property on the left, bounded by Spinnaker Drive, Purcells Cove Road and Anchor Drive. Lot RP-2 is the larger property on the right which currently has a 96 unit apartment building at 16 Anchor Drive. The properties together are about 2.5 acres.

Ms. Stonehocker noted the proposal is to remove 16 Anchor Drive from the existing Regatta Point development agreement and enter into a new development agreement for only these two lots. The new agreement would permit two additions to the existing building.

Ms. Stonehocker advised the existing Regatta Point development agreement was approved by Council in 1985. This is the agreement that allowed 16 Anchor Drive to be built as well as most of the other buildings in Regatta Point. In 1985, Lot RP-1, today's vacant lot, was to be used for commercial. There was a lot of opposition so at the last minute it was removed from the Regatta Point development agreement. Since then, other proposals came forward for development of this vacant parcel. In 1991, a proposal to rezone it to commercial was turned down. In 1996, a proposal for thirteen townhouses did not go through. Today the proposal is to add onto the existing apartment building. Since the vacant lot was not included in the original development agreement, we need to look to the current Halifax plan to see what can be built there.

Ms. Stonehocker noted all of Regatta Point is zoned Residential Development District (RDD), which allows for a mix of uses through a development agreement. To guide us in negotiating a development agreement, the plan has a list of criteria that has to be fulfilled. For example, a property must be at least three acres. Since the vacant parcel is one small remnant of the original 1985 development agreement, it does not meet all of those requirements. In order to permit a project by development agreement on that site, we need to amend the Halifax plan to say "on this specific site, a specific use is permitted even though it does not meet all the criteria in the list of requirements for the RDD zone", such as the size of the property.

Ms. Stonehocker reviewed the process to-date:

- The application was initiated by Regional Council in October of 2007.
- A PIM was held in April of 2008.
- A staff report was tabled with Chebucto Community Council in April of 2009.
- Community Council moved that Regional Council schedule a joint public hearing.
- On April 28th, Regional Council tabled the report, pending the results of a second PIM.

Ms. Stonehocker reviewed the next steps:

- Tonight we are holding the second PIM.
- We will incorporate the comments from tonight's meeting as well as the written submissions into a supplementary report.
- The supplementary report will be tabled with Council.
- A joint public hearing will be held.

- Following the public hearing, Regional Council will decide whether or not the plan should be amended.
- If the amendments to the plan are approved, they are forwarded to the Province for review.
- Once the amendments are in effect, Community Council will make a decision on the development agreement.
- There is an appeal process for the development agreement; however the amendments to the plan cannot be appealed.

An individual asked what a Community Council is.

Ms. Stonehocker advised there is a Regional Council which covers the whole of HRM and then different communities are grouped into Community Councils. Chebucto Community Council covers the Halifax Mainland. It is made up of five councillors who make decisions on more local planning matters.

Presentation of Proposal

Mr. Danny Chedrawe, President of Anchor Group Atlantic, advised his company owned 3 Anchor Drive and 16 Anchor Drive. They have been involved in the Regatta Point development since 1992. 16 Anchor Drive was the first building he built as a developer. Tonight we are here to talk about Lot RP-1.

Mr. Chedrawe noted they have built several groups of townhouses throughout Regatta Point. In 1992, the original developer went bankrupt and his company completed the development. RP-1 was always a contentious lot. When Paul Skerry designed the neighbourhood, he designed RP-1 for commercial and at the time Council was not prepared to approve commercial on this side of Purcells Cove Road so the lot remained as RDD. Like the R-2 zoning, the RDD zoning permits you to build over and under duplexes and side by side semi-detached dwellings.

Mr. Chedrawe stated the Regatta Point development is very well planned. It stood the test of time. It is a great neighbourhood to live in and a model neighbourhood for the rest of HRM in the sense of its design. Although he did not own Lot RP-1, he landscaped and maintained it since 1992. He purchased it about ten years ago after a lengthy battle with the bank.

Regatta Point is an ideal plan. It is a large parcel of land located on the Northwest Arm. The original developers and architect developed it to maintain a public walkway that is open to the public along the Northwest Arm which is very unique. There are very few parcels along Northwest Arm where members of the public can enjoy access to the water. From the water in, there are 140 townhouses and as you move out towards Purcells Cove Road, they designed it to have Regatta Arms, the Spinnaker Arms and the Anchorage. The Anchorage and the Marina were both designed for seven storey buildings. The Anchorage was built to seven storeys. At the time there was a recession and in 1992 it was very expensive to build a concrete condominium building, so he decided to build a four storey wood framed building and turned it into rental.

Mr. Chedrawe noted out in front is where the commercial building was meant to go. That lot was removed from the development agreement and is still zoned RDD outside the Regatta Point plan. Everything else had to go through a design review process and has design controls. Lot RP-1 does not have those design controls. When another developer wanted to build a development there he was concerned because they did not have to follow those design controls.

Mr. Chedrawe commented for the past four years they were focused on what to do with Lot RP-1. People became used to it as a green park and a graveled parking lot which he paved. It was brought to his attention two years ago that technically that parking lot is illegal because it is not allowed in the zone.

Mr. Chedrawe said they spent a lot of time coming up with a concept for Lot RP-1. He thought the concept they came up with was the best for the neighbourhood in the sense that it has a minimum footprint. By adding onto a wing of the existing building, they could maintain the smallest footprint. His building [16 Anchor Drive] was never designed to be the front building or to face Purcells Cove Road. There was always an intention to build something in front of it. By maintaining the smallest possible footprint, they can have a large green area.

Mr. Chedrawe indicated when they built 3 Anchor Drive all the land on the south side of Anchor Drive was meant to be thirty townhouses so all that green area would have been removed. They were able to rezone that land and build 3 Anchor Drive so they saved the trees from the end of 3 Anchor Drive down to the townhouses. When you drive down Anchor Drive, you have two buildings here until you get to Spinnaker Drive and the rest of the street is full of trees. Very few streets in this City have that kind of character. It is a completely different feeling as you go down Spinnaker Drive. Between Regatta Arms, Spinnaker Arms and the Anchorage, there is quite a bit of dense building along the street, so you are down to the Anchorage before you see any large amount of open space. This plan would break up the streetscape of Spinnaker Drive because 65% of the land on Lot RP-1 will remain as park and open space and a green area, which it is today, but it is just grass with a few trees that he and the condominium owners from Regatta Arms planted. They plan to turn it into a park which people can access.

Mr. Chedrawe showed a photo of Lot RP-1, noting the addition looks huge but if you look at the existing asphalt area, this building footprint is about the same size as the asphalt area you see now. The only difference is you will see they pushed it back about 30 feet off Anchor Drive to allow for cars coming off Anchor Drive. The rest of the land would be the park which they are going to call Spinnaker Park.

Mr. Chedrawe noted there will be a 20 foot gazebo for people to sit in which will be in the flat area at the bottom of the hill. There will be a series of pathways; one next to the bus stop and another one off Spinnaker Drive. The sidewalk ends abruptly around the corner. They will continue the sidewalk down so people can access the park. This will allow anyone in a walker or wheelchair or with a cane to continue up the street and access the park without any stairs. There will be significant trees. The minimum height will be 15 feet when they are planted. The dark green area will be plants and shrubbery beds. They will reduce the green by at least 50% but increase the number of plants in terms of trees and shrubs. Although it will be a private park, it

will be inviting to the neighbourhood. They want to control the park and be able to close it off at night. It will have a black iron fence approximately 4 feet high similar to the Public Gardens.

Mr. Chedrawe advised the addition is approximately 100 feet x 100 feet in total. What they would like to see in this addition is twenty units. There will be four units per floor and five storeys which will total twenty units. The ground floor will be all amenity space. When they built 16 Anchor Drive in 1992, although a nice building, there was no amenity space built into it, not realizing that a high percentage of their clientele would be seniors. They actually only have 95 units because they use one unit for a residents lounge. In this new building, the entire ground floor would be amenity space. That would include a residents' lounge with a fitness centre, his company's office, and an area where they can set up a beauty salon for residents in the building. Included in the new building will be two guest suites. A lot of people have people visiting so their visitors will be able to stay on the property.

Mr. Chedrawe displayed a picture of the building, which included the four storey building with the roof and a building with seven storeys. What they have done is set it away 40 feet with a connection through a breezeway. Although the addition is taller in terms of storeys, this roof is approximately 15 feet from the base to the tip of the roof. That was very important because they wanted to maintain as small a footprint as possible. The architect from 12 Spinnaker Drive thought the flat roof was not in character with the rest of the buildings so Paul Skerry redesigned it to put peaks on it to match the other buildings.

Mr. Chedrawe displayed a view from the corner of Spinnaker Drive and Purcells Cove Road. This will have a positive impact on their proposal. There is a 20 foot difference from Spinnaker Drive to the lowest point of the property. He also displayed a view from the driveway at Regatta Arms. There is a substantial grade difference down into Lot RP-1. Regatta Arms will still be taller than the proposed addition. The trees they plant along the streetscape will be a minimum of 15 feet high. The building goes to the background and the park to the forefront. He pointed out the area of the park. It will be a large park of 45,000 square feet. He pointed out the area where the park would begin and goes up the hill to Spinnaker Drive. It is a large park that will be fully accessible.

Mr. Paul Skerry indicated there was a hue and cry about the commercial at the public hearing in 1985. They are proud of this development. It is aging well and looks good. He knew a lot of the people in attendance. He and Danny worked on this development for years. He was always impressed because Danny wants to do such a good job. It is a great job to work on.

Mr. Skerry said they have worked on quite a few schemes for this little piece of land. His first idea was they would have a nice development here which would need a little commercial place so that people would not have to walk across Purcells Cove Road to get milk and bread. The idea was not popular and they pulled it out. The primary developer went broke and the bank sold the land to another developer, but they were lucky that Danny bought it back.

Mr. Skerry noted he has done two commercial designs for this site. The problem with a commercial design is that the back end of a commercial building is never a pretty thing and they

would need surface parking. Then they looked at duplexes. The problem with them is they were all lined up along the street and everything was pushed out to the street and you had to be able to park your car there. Then they did a scheme for condominium townhouses which sort of had the same kind of problems. When he and Danny started working on it, they decided they did not want commercial, duplexes or townhouses, and would try for apartments.

They did a design for a four storey apartment building with underground parking and met with people in the association. The complaint was that when you took the units and spread them out, they started getting into problems where it was getting too close, so they looked at reducing the footprint. They are talking about twenty units which is a tiny building, so they went to six storeys. It means you have to go from combustible to a non-combustible building, which is a more expensive but it is a better building. This building will only have four units per floor which means each one will be a corner unit.

All the parking is underground. They do not even have an access point for parking. They are going into the underground entrance from the other building. That frees up the rest of the site to be landscaped, which he thought was uneconomical to do. There is the drop off point which is an in-and-out under the canopy. This site is quite steep. This building actually sits in the hole and the parking garage sits in the old bog. They have to excavate that out and put the parking garage into it. The bigger footprint would require a huge geotechnical exercise. Also, they would never be able to afford to put townhouses there because you could never get them to the good ground.

Mr. Skerry, referencing a picture of the building, pointed out the building is stepped back. They built a building like this last year at Russell and Isleville, which has twenty-five units which everyone likes.

Questions and comments

Mr. Roren Karsten said he was counting seven storeys. What happened to the other two and what is on the top floor?

Mr. Skerry responded the bottom floor is all amenity space. There is a mechanical penthouse on the top floor. They are going to put a back-up generator there.

Mr. Chedrawe confirmed the ground floor is amenity space. There will be twenty units in the building. The top floor, which is recessed back, would be the two guest suites and behind them is the generator that would run the back-up power and the elevator penthouse. It was made taller because the community said they wanted a pitched roof.

Mr. Peter Milley, Acting Chair of Regatta Point Association, referenced the combining of Lots RP-1 and RP-2 to create a separate development agreement from the Regatta Point development agreement. He questioned what differences would exist between the new development agreement and the covenants and provisions included within the original Regatta Point development agreement.

Ms. Stonehocker advised the original development agreement was based on policies that no longer exist in the Halifax plan. For that reason, we cannot simply amend the existing development agreement to add Lot RP-1, which is why we need to discharge the agreement from Lot RP-2 and create a new agreement for the two parcels. Restrictive covenants are privately registered on properties and the Municipality is not able to enforce them. The development agreement would include architectural guidelines which are specific to the addition to the building.

Ms. Ann Acland stated it is a seven storey building with a flat facade which goes up to seven storeys. Would it still be economically possible to build the building if it was five storeys or more human in scale?

Mr. Chedrawe responded yes but it is where the balance will be. They are trying to keep the building as small as possible to maximize the green space in front of Regatta Point. They thought it would reduce the footprint by keeping it to a minimum of four units per floor so that there is a significant park. The building would become the background and the park becomes the forefront.

Ms. Acland noted 50% is building and driveway and the other 50% is park, so it is 50-50. If you take the height of the seven storey building, it makes it quite a square. You have a very square park that is left which will be quite small. It is equal to the size of the building. If the building came down in scale, it would make their park look much bigger.

Mr. Chedrawe commented to them it is a six storey building. They are looking at a one dimensional picture of the building. Instead of having the mechanical equipment on the roof, they will see it enclosed inside the building. Because the people indicated they wanted to see peaks and a mansard roof, that added some height to the building. It is a trade-off. The scale of the building is lower than the Anchorage and about 10' higher than the roofline of the existing building.

Ms. Acland pointed out it is two storeys higher.

Mr. Skerry stated the nice thing about a building of this vertical scale is that six storeys with a concrete slab and a flat roof is not of a significant height. You can get a six storey building standing next to a four storey building and they are virtually the same height. The reason being is because the non-combustible building has a pitched roof. When they go from a four storey combustible building, there is no point in going to five storeys. At six storeys it starts to become viable. The seventh storey is like "candles on a wedding cake". It steps back. What they did not bring was a perspective drawing. A six storey building is not a huge building. What they have to look at is whether it looks good, whether it works, and whether it is overwhelming. Architecturally, this building will not be overwhelming.

Mr. Ed Murray questioned whether the existing green belts would be affected by the proposed new agreement.

Ms. Stonehocker responded that no other properties in Regatta Point would be affected. They will keep the same development agreement and greenbelt. It will only be 16 Anchor Drive and the vacant parcel where the addition is being proposed.

Mr. Anthony O'Malley stated they have to look at this building. They are here tonight because they have comments about what they will be looking at. The building has increased in size. The comment he made about keeping it in architectural conformance has been given a cute little device on the top of the building. He felt an attempt could have been made to blend it in with the roof like the structures around it. As it is now, it is just stuck on the top of the building. If they were going to incorporate an air conditioning unit in a seventh floor, and it is a seventh floor, perhaps they could incorporate the elevator lift room. The height of the building is an issue.

Mr. Chedrawe responded they tried to incorporate his comments into the design. When they went forward for 3 Spinnaker Drive, the people at 12 Spinnaker Drive said they would be looking at the building and did not want to do that. This is a four storey building with a 1.5 storey roof on top of it. This building is nine years old. You cannot see the parking lot people were concerned about at the time. The building is screened between landscaping. This is the same process they will use on Lot RP-1. When you come into Spinnaker Drive, the new building will be in the background and the park will be in the foreground. They never designed the building at 16 Anchor Drive to be the front building of Regatta Point. The addition is a very small building and it is tall because they want to maintain a much bigger park footprint than a building footprint and it will be highly designed. The first floor will be natural stone. The other floors will be brick like that which exists in the area and there is a mansard roof with the gables. This does not have to be there and can be removed. The mansard roof would cover the elevator.

Mr. Skerry said what they were looking at is a recessed part of the building and is back towards the middle of the building. When they did the one at Isleville and Russell Street, they put a mansard roof on it. When they finished designing this building, it had a more modern roof. He was instructed to put some elements on it to bring it back into Regatta Point. They tried to give it a more sloped roof look. They are still open to ideas.

An individual asked if all the traffic for the 116 units would be coming off Spinnaker Drive.

Ms. Stonehocker advised the parking for the new addition would be underground but it will be accessed through the underground entrance at Anchor Drive which 16 Anchor Drive already uses.

The individual noted they have no visitor parking so their visitors have to park along Spinnaker Drive. She asked if there would be visitor parking for their buildings.

Mr. Skerry advised their plans show thirty-four underground parking spaces which is about 1.5 spaces per unit. When he designed Regatta Point, he put a parking lot at the intersection of Spinnaker Drive and Anchor Drive but nobody ever uses.

The individual pointed out some people are not aware it is there because of the shrubs, but also it is a bit of a hike up the hill.

Mr. Skerry advised they made a conscious effort to get all the parking underground. They provided more parking than required.

Mr. Chedrawe indicated they presently have 99 parking spaces. With the proposal being presented tonight, they will have 134 parking spaces. At present, only 84 indoor parking spaces are occupied, in part because they have such a high percentage of seniors in their building. They maintain two spare parking spaces at all times for emergencies.

Mr. Chedrawe advised it is their intention to offer surplus parking first to the residents of 3 Anchor Drive and then any surplus parking to people at 12 Spinnaker Drive. They have made provision for extra parking to account for the future, given that they currently have a large amount of seniors living in the building, but that could change in the future.

Mr. Skerry stated if they were to do a townhouse development, there would be no opportunity for street parking because there would be so many driveways. This proposal pares down the on-street parking.

Councillor Mosher noted it was said at the public meeting in April of 2008 that they would have thirty-four parking spaces. Section 3.6.2 of the development agreement included with the staff report says there shall be twenty parking spaces.

Mr. Skerry advised his drawings reflect the thirty-four parking spaces. The Municipality's regulations require a 1:1 ratio.

Councillor Mosher questioned what they meant by "private parkland".

Mr. Chedrawe responded it would be owned and maintained by them and they can limit access to the park. If teenagers come there at 8 or 9 o'clock at night to hang out that do not live on their property, they can tell them they do not want them there.

They have allowed their property to be used as a snow boarding hill and they have said nothing because it never developed into a nuisance. He wanted to make it clear to the people here tonight from Regatta Point that the park would be open to them. They can ban certain people from the park if they are deemed to be a nuisance. There will be gates to the park off Purcells Cove Road and Spinnaker Drive.

An individual questioned whether the tobogganing would be curtailed or encouraged.

Mr. Chedrawe responded it would be curtailed.

An individual from 12 Spinnaker Drive commented she watched those children enjoy themselves. Not only the children, but the parents as well. It is a great social effort and they get

together and have barrels of fun. They are taking something away from these children that is very valuable family time.

The individual referenced the reference to “private” and questioned who is the “we”.

Mr. Chedrawe responded it would be him. He is there every day. He enjoyed watching the children tobogganing as did many of the residents in his building. If he had a problem with the tobogganing, he would have stopped it years ago. When he said curtailed it, it would not be a free for all. Sometimes there are too many people there. They are not going to stop it but they are not going to advertise it. In the park there are still some run areas that could be used for tobogganing.

The individual questioned whether they would hit the fence.

Mr. Chedrawe responded the fence is on the street side. It will be safer because the fence will separate the hill from the street.

Mr. Reg Allen questioned whether the building referenced at Russell and Isleville Street was the same dimensions.

Mr. Skerry responded it was more or less the same size, within 5 to 10 feet, and it had four units per floor.

Mr. Allen questioned what the dimensions of the building were.

Mr. Skerry responded about 100 feet square.

Ms. Patricia O'Malley said she understood from the last meeting they would have flowering shrubs and low bushes but now they are talking about trees that would be at least 15 feet high.

Mr. Chedrawe advised they would have several types of trees and shrubs. The minimum height of the trees will be 15 feet.

Mr. Peter Milley asked what happens to Lot RP-1 if the amendment is not approved. What status does it continue to have?

Ms. Stonehocker responded there are two answers. It will depend at which point it is not approved. The first step is to amend the Halifax plan to say we can consider a development agreement. If Council does not amend the plan, nothing will happen as there is no ability for an appeal. The applicant would have to start over.

If Regional Council approves the plan amendment, then the plan would have policy that says we can consider an addition to the existing apartment building. Chebucto Community Council then has the opportunity to look at this specific building design and see if it meets the policy criteria.

At that point, Community Council will make a decision on this specific building. If they approve it, then they can apply for permits. If not, they would have to start over with a different building.

Mr. Milley questioned if the owner could develop twelve townhouses as of right on Lot RP-1 if this proposal does not proceed.

Ms. Stonehocker advised the property could be subdivided and developed with either single or two unit buildings through the as-of-right capabilities.

Mr. Milley stated as a resident involved in all the negotiations, discussions and proposals, he felt this is the best we have seen and fully supported it.

Mr. Andrew Ritcey indicated a number of them have been involved in Regatta Point since day one. The Regatta Point organization is basically inactive now so there really is no representation here tonight in regards to that. That shows the maturity of the development. They have been approached a number of times about how to get this right. It has been a long process. They have been very patient about it. He thought they were getting closer but did not think they were quite there yet.

Mr. Ritcey noted the Association said not to do a stand alone building and instead join it to the existing building and finish it right. They did meet with 12 Spinnaker Drive which is the building most impacted by this. There is a different interest between a rental building and condominium ownership. They did say to add onto the building but not at the height the applicant is proposing. They never intended for them to do something of that magnitude. It is unfortunate they did not bring more specific drawings. He did not think their product is being given a fair presentation tonight. He thought the comments were right in terms of the top floor. He thought they should call it a seven storey building with a service unit on top. He thought some of the comments in terms of eliminating that are right. He believed they listened so some of the feedback from 12 Spinnaker Drive in terms of making materials consistent with Regatta Point. Their concern over the years has been that any project should be obligated to be consistent with the materials they used and inherited with the deeds and covenants that exist and they have to live by. He would encourage them to do something with the seventh floor. He thought they were closer and almost there.

Mr. Chedrawe stated he wanted everybody's support for this at Regatta Point. He would not build this building without the consensus of Regatta Point. He met with the Condominium Association and went over and over it. The height was not an issue and their building is taller than this addition. Maybe they have not been able to prove that, so they need to prove that to their condominium membership. Things that are important to them and their residents are having back-up power and a generator and having air conditioning. This equipment has to go on the roof. He questioned whether they would rather see it on the roof or encased in an architecturally designed penthouse? They did put windows in it. They wanted it architecturally designed because the people at 12 Spinnaker Drive have to look at it. He thought they could come back and meet with the people of 12 Spinnaker Drive and show them the height of this building compared to the others. Besides their residents directly benefitting from the park and the extra

amenity space, the next biggest benefit at 12 Spinnaker Drive is they will be looking over the park instead of townhouses. This will compensate for the lack of green space at Spinnaker Drive. This is a real park that encompasses over 50% of that land. It is green now but when they start to add trees and shrubs, walking trails, and a gazebo, it will become an eye catching and appealing thing.

Mr. Chedrawe commented he thought they would be talking about parking and traffic tonight, but instead they are talking about the height of the building. He had more than enough parking for his residents and that of Regatta Point. He would deal with and address the parking and it will not be an issue. In terms of traffic, back in 1885, when this was approved, there was 50,000 cars going through the rotary a day. Traffic is a major issue, and this is the best plan for traffic.

They got O'Halloran Campbell to look at the traffic. He told them there were a lot of seniors living there in his buildings who did not leave to go to work everyday but they had to do it based on a regular apartment building in Clayton Park. He worked with them to do a traffic model on the existing 96 units and six duplexes (12 units). They did the study and looked at how much traffic per hour this building now generates based on a regular building and 12 townhouses or duplexes. Then they did a traffic study based on 116 units. The result was an identical amount of traffic if they had kept the 96 units and built 12 duplexes and townhouses. They generate the same amount of traffic as the 116 units. The traffic is a non-issue. The traffic study is available for viewing. He would give a copy to the councillor and to Mackenzie.

Mr. Chedrawe stated he would have a park there that is second to none to the Public Gardens. He budgeted \$150,000 to spend on that park.

Mr. Chedrawe commented the building has brought him a great deal of anxiety. It is the smallest project he has ever developed in the last fifteen years. He lost more sleep over this project than the one on Gladstone Street. He did not want to mess up what he has already done there. It is a small development with twenty units. Financially, this will not put him ahead. He was determined to have the park. The most important thing here is what will happen on the ground floor and to its residents. He gave them his word that their rent would not go up because of this additional amenity space. The twenty units will pay for the cost of adding the amenity space going into this building.

Councillor Mosher noted there is nothing to preclude Danny from having further meetings. If he wanted to have that before it comes to Council, they would welcome that. We do not accept phone calls as feedback. You can submit emails, faxes and letters. If you think about something later on, feel free to submit it.

Mr. Joe Kanary commented he was sure there would be some final tweaking but supported the proposal. This is their second tenure in Regatta Point. The only thing that ever bothered him about Regatta Point was the entrance. It never really felt like it had the appearance of being finished. He knew Danny worked around the city and felt fortunate to have this kind of thought and consideration going into what he thought was a phenomenal development.

Mr. Ed Mason stated he fully supported the addition being proposed to take place.

Mr. Frank Mullen commented it seemed the northwest corner is very close to the Purcells Cove Road. He asked if any consideration was given to having the west wall parallel to Purcells Cove Road.

Mr. Sperry noted the question was whether they considered rotating the building so it was parallel to the street. They did look at that, but felt it was more important to build a street face on Anchor Drive, and have a proper relationship with this street. He liked that it is not parallel to Purcells Cove Road because they do not want the building to have its architectural entry face on Purcells Cove Road but rather on Anchor Drive. This is close but not as close as they would be allowed to go. This is perpendicular to the parking grid in the existing building, which has the underground parking, and allows them to come off that in an efficient manner to get more parking.

An individual asked if the parking is included in the renter's rent or is it extra.

Mr. Chedrawe advised the larger units have parking included. You would have to pay an extra \$25 for parking for one bedroom units. A lot of them do not use parking. There are sixteen one bedroom units in the building.

The individual expressed concern that if we consolidate this into Lot RP-2, then somebody else could build a seven storey building by right.

Ms. Stonehocker advised if the proposal is approved by Council, the development agreement would apply to this property and would limit it to seven storeys.

Mr. Chedrawe advised there would be no rock breaking. He wanted to do the excavation and the foundation work the first of November. That is the dirtiest part of construction and the noisiest time, and they would like to do that work when people have their windows closed and there are less people walking outside. If they can get this approved by September, they would break ground in November and have the foundation up by April when spring arrives and the building would be closed in by fall and the building would open in September of 2010. The park would open on July 1, 2010.

An individual commented she applauded the building. She asked about the size of the twenty units.

Mr. Chedrawe advised the two bedroom units + den would be 1440 square feet.

Mr. Ed Murray questioned if there would be money to maintain the park.

Mr. Chedrawe indicated the grass is being maintained by the residents who live at 16 Anchor Drive. They will reduce the grass by 50%. Their maintenance will be the same because there will be extra maintenance for the flowers and shrubbery. They will have the same budget.

Ms. Mary Emerson commented this building will not really have a back. Anybody living around the building is not going to be looking at the back of a building, whereas if they get involved with putting townhouses on the property, everybody at 16 Anchor Drive will be looking at somebody's back yard.

The meeting adjourned at approximately 8:50 p.m.

Attachment C:
Additional Written Submissions

Attached are written submissions from:

- Jeannette McGlone
- Andrew Ritcey
- David and Heather Sperry

From: Jeannette McGlone
To: <stonehm@halifax.ca>
Date: 09/06/2009 7:02 am
Subject: Letter in support of development of RP1 in Regatta Point

Hello Mackenzie,

Thank you for chairing the community meeting last Thursday night. The presentations were very informative, since I was unaware of the specific proposal. I have been aware of this area for development since 1990 and moved into it in the mid ninties at 201 Spinnakre (a townhouse), and now live in the Anchorage (a condo). I have been an active member of the Landowners Development group of owners in the past and followed the prior proposals for development of this parcel.

The current proposal as presented last week enhances the entire neighbourhood by the mature parklands. It gives the entrance to the development a maturity and attractive, welcoming "face" to the streetscape. The site lines are attractive as far as I am concerned, and will be masked to 12 Spinnaker by the new park and its growth. The units are "high end", attracting folks who move and plan to be more permanent residents, such as empty nesters and independent living seniors. The first floor additions of common areas for gathering and exercise adds to the quality of life of the current residents. Mr. Skerry and Mr. Chedrawe (spelling?) have earned their reputations of bringing high quality design and contruction to Regatta Point. This proposal is the best possible of what we have seen so far and I fully support it being built.

Sincerely,

Jeannette McGlone

Andrew G. Ritcey
12 Spinnaker Drive, Unit 402
Halifax NS B3N 5A8

June 19, 2009

Mackenzie Stonehocker
Planner 1 / Eastern Region
Community Development
Planning Applications
PO Box 1749, Halifax
NS B3J 3A5

**Re. Case # 01003: Regatta Point, Halifax MPS / LUB Amendments and
Development Agreement**

Dear Ms. Stonehocker:

I am writing you with respect to the above noted development agreement. My comments are based on the presentation by both city staff and the developer made during the public information meeting held on June 4, 2009 at the St. John the Baptist Church Hall, 24 Purcell's Cove Rd, Halifax. The information provided by the developer could be perceived as misleading although I do not believe it was his intent.

The proposal should be identified as to all the units that may be available for rent including the 2 guest suites on the top floor. Thus the building should be identified as a 7 storey structure with a proposed 22 units. The main floor appears to be commercial residential mix and should be identified as such. The developer proposes the use of that floor for his business offices as well as the capability of some use of it for beauty services for the tenants of the two properties he owns in Regatta Point. If the property owner(s) were to change, or if the space did not meet his needs, the space could be used for other commercial purposes.

It would be helpful if the developer indicated the type of heating source. In Regatta Point the only 2 properties that use non-electrical heating means are his. Their contribution to the air pollution is noticed by community residents. Knowing the height of the building from the Anchor Drive and Spinnaker Drive elevations would be helpful to property owners in determining the impact of the development. The developer mentions that the trees planted would be 15 feet in height. I am wondering if that is for both deciduous and

evergreen trees. With respect to the parking, the development will have an impact on the street parking which becomes more pronounced during the winter months. This will only be resolved if the developer makes parking available to all his tenants in all of his buildings as part of their unit rental fees and not as an additional cost to some units. I would also like to know if there has been any feedback from the tenants of 3 Anchor Drive as there will be some impact on some of the units that face the new development.

In summary, the impact of the development on the property owners of Regatta Point is of greater significance than the tenants of the two rental buildings currently owned by the developer. Tenants come and go and have less of an investment in the community. Although the amenities described in the proposal may affect the quality of those attracted to rent they are in fact only available to the tenants and not to the community as a whole.

The development of an apartment style building may be of greater acceptance to some owners of the townhouse units in Regatta Point as they fear the quality and pricing impact of a duplex / single family development that currently exists as a right to the property owner of RP1. Equally of concern to the condominium apartment holders of Regatta Point is the design, quality and impact of any apartment development in Regatta Point.

If you have any questions with respect to my remarks please do not hesitate to contact me at your convenience.

Sincerely,

Andrew G. Ritcey

cc Councilor Linda Mosher

From: Linda Mosher
To: Heather and Ashton David
Date: 25/05/2009 11:46 am
Subject: Re: Case 01003, Lot RP-1, Regatta Point

CC: Carol & Don DeCoff; Mackenzie Stonehocker; Pat Wright; Russ Yates
Dear David and Heather,

Thank you for contacting me about this development application. I appreciate your taking the time to provide input. Council considers both written correspondence and verbal at the hearing, so this will definitely be part of the decision making process. I have copied MacKenzie Stonehocker, she is the Planner in charge of this application.

Sincerely,

Linda

Linda Mosher
Councillor - District 17
(H) 477-8618
(C) 476-4117
linda.mosher@halifax.ca
www.lindamosher.ca
HRM Call Centre- 490-4000
Open 7 days per week, 7:00 a.m. - 11:00 p.m.

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>>> "David, Heather and Ashton" <
Dear Linda

> 5/23/2009 4:05 PM >>>

We are the owners of 168 Spinnaker Drive, and received your recent mail-out regarding the proposed addition of a 7 story apartment building on Lot RP-1. We are not able to attend the information meeting on June, 4th, but would like to go on record as being strongly opposed to this proposal, for a number of reasons.

Firstly, Regatta Point is already grossly overbuilt, and bears no resemblance to the lovely seaside community envisioned back in the late 1980's when we bought our property.

Secondly, and more specifically, Lot RP-1 is the last open green area remaining in Regatta Point. To fill this property with a 7 story apartment building would be a horrible misuse of this space and would further degrade the character of Regatta Point.

Thirdly, artistically, this seven story monolith would blot out the sky when approaching Spinnaker or Anchor Drives from the Purcell's Cove Road.

Fourthly, even with underground parking, this huge addition will attract even more traffic to the dangerously overcrowded streets of Regatta Point.

We hope our comments are considered during the decision making process, so that, at least, Regatta Point can retain the ambience that remains.

Yours truly, David and Heather Sperry

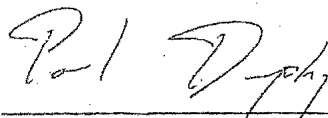
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PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
April 6, 2009

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: March 3, 2009

SUBJECT: Case 01003: MPS / LUB Amendments and Development Agreement
Regatta Point, Halifax

ORIGIN

- Application by Almond Properties Limited.
- October 30, 2007 - initiation by Regional Council of the MPS amendment process.

RECOMMENDATION

It is recommended that Chebucto Community Council recommend that Regional Council:

1. Give first reading to the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Mainland Land Use By-law, as provided in Attachments A and B of this report, and schedule a joint public hearing with Chebucto Community Council.
2. Approve the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Mainland Land Use By-law as provided in Attachments A and B of this report.

BACKGROUND

The proposal is to expand the existing 96 unit apartment building at 16 Anchor Drive by constructing two additions (Additions "A" and "B") on the western wings of the building toward Purcells Cove Road. The land on which the larger addition (Addition "A") is to be constructed is a separate lot which will be consolidated with the lot housing the existing building. This project will effectively complete the Regatta Point development.

Location, Designation and Zoning: The properties, lots RP-1 and RP-2, are located in the Regatta Point subdivision and are bounded by Purcells Cove Road, Spinnaker Drive and Anchor Drive. Lot RP-2 (16 Anchor Drive) currently contains a 96 unit apartment building, while lot RP-1 is vacant, apart from a small parking lot which is used to serve the apartment building on lot RP-2.¹

Both lots are zoned and designated RDD (Residential Development District) under the Halifax Mainland Land Use By-law (LUB) and Halifax Municipal Planning Strategy (MPS), respectively (Maps 1 and 2). The RDD zone allows R-1 and R-2 uses to be developed as-of-right, while the RDD designation allows for the consideration of comprehensive residential developments under unified site design by development agreement.

Previous Application: Lots RP-1 and RP-2 were part of the original Edmonds Grounds property which became the Regatta Point development in the 1980s. When the Regatta Point development agreement was considered by Halifax City Council for approval in 1985, lot RP-1 was removed from the application due to strong objections voiced during the public hearing to the then proposed commercial use of the site.

As such, the existing Regatta Point development agreement does not apply to lot RP-1. This application proposes to discharge lot RP-2 from the existing Regatta Point development agreement and apply a new development agreement to the consolidated project (Attachments C and D).

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

1. Regional Council will consider and if deemed appropriate, adopt the proposed amendments to the Municipal Planning Strategy and Land Use By-law that enact the policies under which a development agreement may be considered and approved (Attachments A and B); and
2. Provided that Regional Council approves the amendments, Chebucto Community Council will consider the discharge of lot RP-2 from the existing Regatta Point development agreement and the approval of the proposed development agreement (Attachments C and D).

¹ The Land Use Compliance section has a land use case open regarding the use of this property as parking lot.

Approvals for both the proposed amendments and the proposed development agreement require a public hearing. These hearings can be held jointly. However, Chebucto Community Council may only make decisions concerning the new and discharging agreements at a meeting following the approval of the MPS and LUB amendments by Regional Council and the province.

It should be noted that site specific MPS applications cannot be appealed to the Nova Scotia Utility and Review Board (NSUARB). However, an appeal mechanism to the NSUARB does exist for any decision of Community Council on a development agreement.

DISCUSSION

Limitations of as-of-right uses: Staff has determined that there are limited development options for lot RP-1 due to the following facts:

- Low density development (i.e., R-1, R-2 uses or townhouses) is not feasible due to engineering and safety concerns related to direct driveway access to Purcells Cove Road, or in close proximity to the Anchor Drive and Spinnaker Drive intersections; and
- A past public consultation process demonstrated that there is limited community support for commercial development on the site.

In consideration of the above, the applicant believes that the most appropriate option is to consolidate lots RP-1 and RP-2 and to expand the multi-unit residential building currently located on lot RP-2 towards Purcells Cove Road.

Therefore, the applicant has requested a site specific MPS amendment to allow for the expansion of the existing 96 unit apartment building onto lot RP-1. Due to the limitations of as-of-right development noted above, staff believe there is merit in considering site-specific policies to allow for a multi-unit residential development on lot RP-1 through a development agreement.

Policy framework: Under normal circumstances, this development could have been considered through the standard development agreement process allowed under the Residential Development District policies. However, in this case, the Regatta Point development has already gone beyond the allowable area within a residential development district (15%) that can be dedicated to multi-unit residential development.

Previous MPS Amendments: The current MPS amendment is similar to a previous amendment approved in March 1996 by Halifax City Council. The 1996 amendment was to allow for multi-unit residential development beyond 15% in Regatta Point; specifically, it was for a 48 unit apartment building on Lot RP-6. The 15% limit comes from the Guidelines for Residential Development Districts in the Mainland South Secondary Plan of the Halifax MPS. The purpose of this limit is to encourage a mix of residential forms in residential development districts throughout the Mainland South plan area.

The original Regatta Point development agreement was approved prior to the Guidelines for Residential Development Districts, and the original site plan dedicated about 24% to multi-unit residential development. After the 1996 amendment, the area for multi-unit residential

development increased to almost 32%. The current proposal for Lot RP-1 would complete Regatta Point with approximately 34% of the project dedicated to multi-unit residential development.

Development Description: The proposed development agreement, as outlined in Attachment D, includes detailed provisions for land use as well as the siting, height, massing and architectural details of the proposed development.

As illustrated in the schedules of the attached development agreement (Attachment D), Addition "A" is a seven storey residential component with one level of parking, attached to the southwestern end of the existing building by a one storey corridor. Addition "B" is a four storey addition to the northwestern end of the existing building. When finished, the existing 96 unit apartment building will have been expanded to a total of 124 residential units.

In response to the engineering and safety concerns related to access, the semi-circular driveway to the front entrance of Addition A will be one-way, with the entrance at the far end being the point furthest away from Purcells Cove Road. Access to the underground parking will be through the existing building's underground parking structure which is accessed from Anchor Drive, further east from the driveway to Addition A and beyond the existing building.

The site-specific MPS amendment will allow a proposal such as this one to be considered by Chebucto Community Council, subject to the criteria of Policy 1.5.5.2 regarding height, access and landscaping. The proposed additions to the existing building meet the new policy requirements. The height of Addition A will not exceed the maximum permitted: seven storeys. Vehicular access is proposed from Anchor Drive where the distance from the intersection of Purcells Cove Road is maximized. The preliminary landscaping plan shows a variety of landscaping techniques and does not propose any changes the existing treed area at the east end of the existing building.

Due to the relatively narrow configuration of lot RP-1, the proposed additions to the existing building are unable to meet the standard requirements of the R-4 (Multiple Unit Dwelling) Zone of the Halifax LUB relative to certain angle controls and separation distances. Instead, specific siting, height, massing and scale requirements suitable to the property are included in the proposed development agreement.

Public Meeting / Area of Notification: In accordance with Regional Council's Public Participation Program for MPS amendments, staff held a public information meeting for this application on April 24, 2008. Minutes of this meeting are provided as Attachment E of this report. Should Regional Council and Chebucto Community Council decide to hold a joint public hearing, in addition to published newspaper advertisement, property owners in the area shown on Map 3 will be sent written notification.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Regional Council may choose to approve the requested amendments provided in Attachments A and B of this report. This is the recommended course of action.
2. Regional Council may choose not to approve the amendments provided in Attachment A and B of this report. Regional Council is under no obligation to consider a request to amend its MPS and a decision not to amend the MPS cannot be appealed.
3. Regional Council may choose to either adopt certain amendments but not others outlined in this report, or alternatively request that additional amendments not identified in this report be made, in which case an additional staff report(s) may be required.

ATTACHMENTS

Map 1:	Location and Zoning
Map 2:	Generalized Future Land Use
Map 3:	Notification Area
Attachment A:	Amendments to the Halifax Municipal Planning Strategy
Attachment B:	Amendments to the Halifax Mainland Land Use By-law
Attachment C:	Discharging Agreement
Attachment D:	Development Agreement
Attachment E:	Minutes from Public Information Meeting

Case 01003: MPS / LUB / DA - Regatta Point, Halifax
Council Report

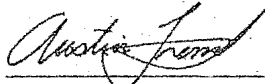
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Chebucto Community Council
April 6, 2009

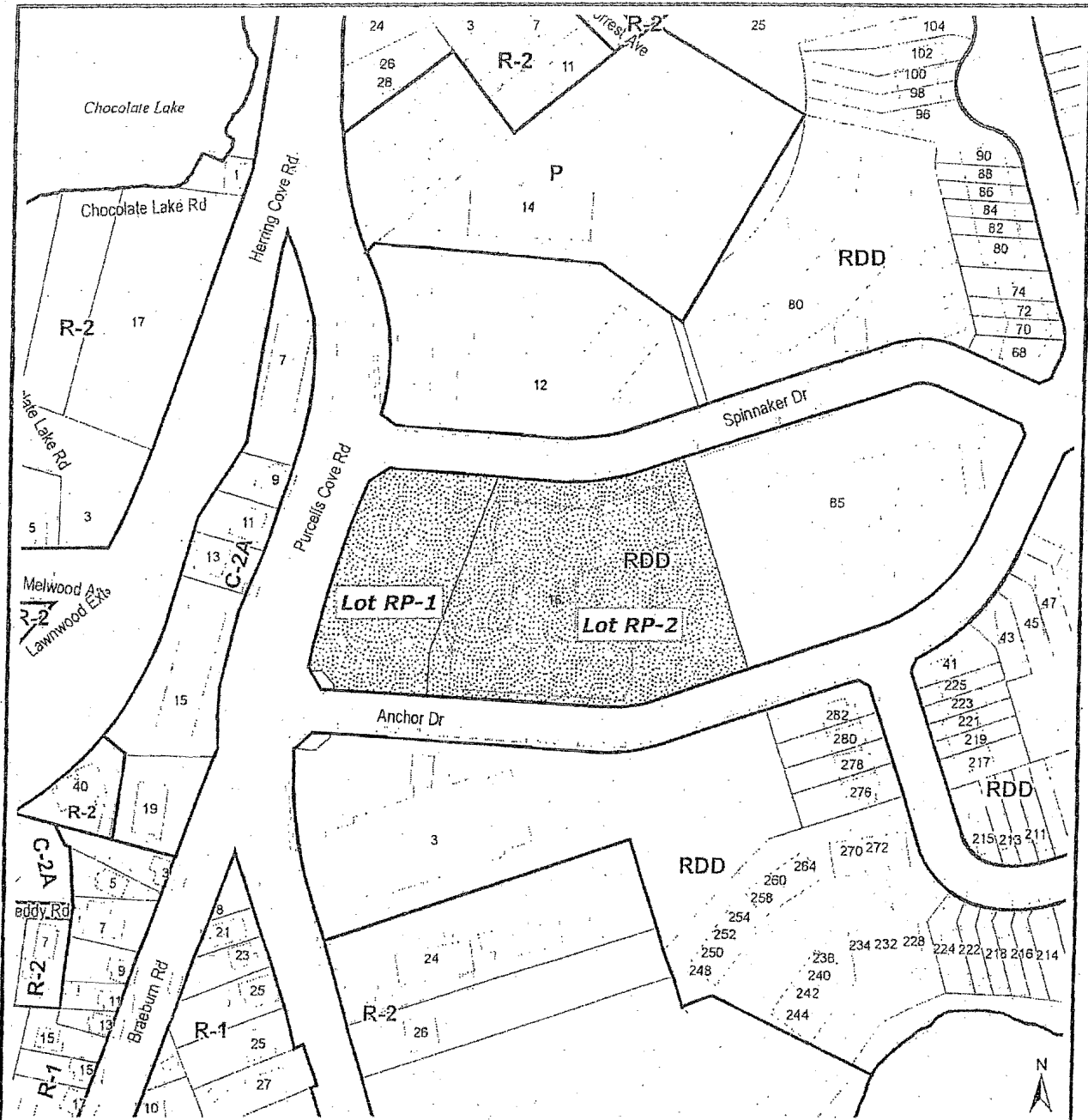
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Mackenzie Stonehocker, Planner I, 490-3999

Report Approved by:




Austin French, Manager of Planning Services, 490-6717



Map 1 - Location and Zoning

Anchor Drive
Halifax

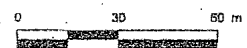
 Subject area

Halifax Mainland
Land Use By-Law Area

Zone

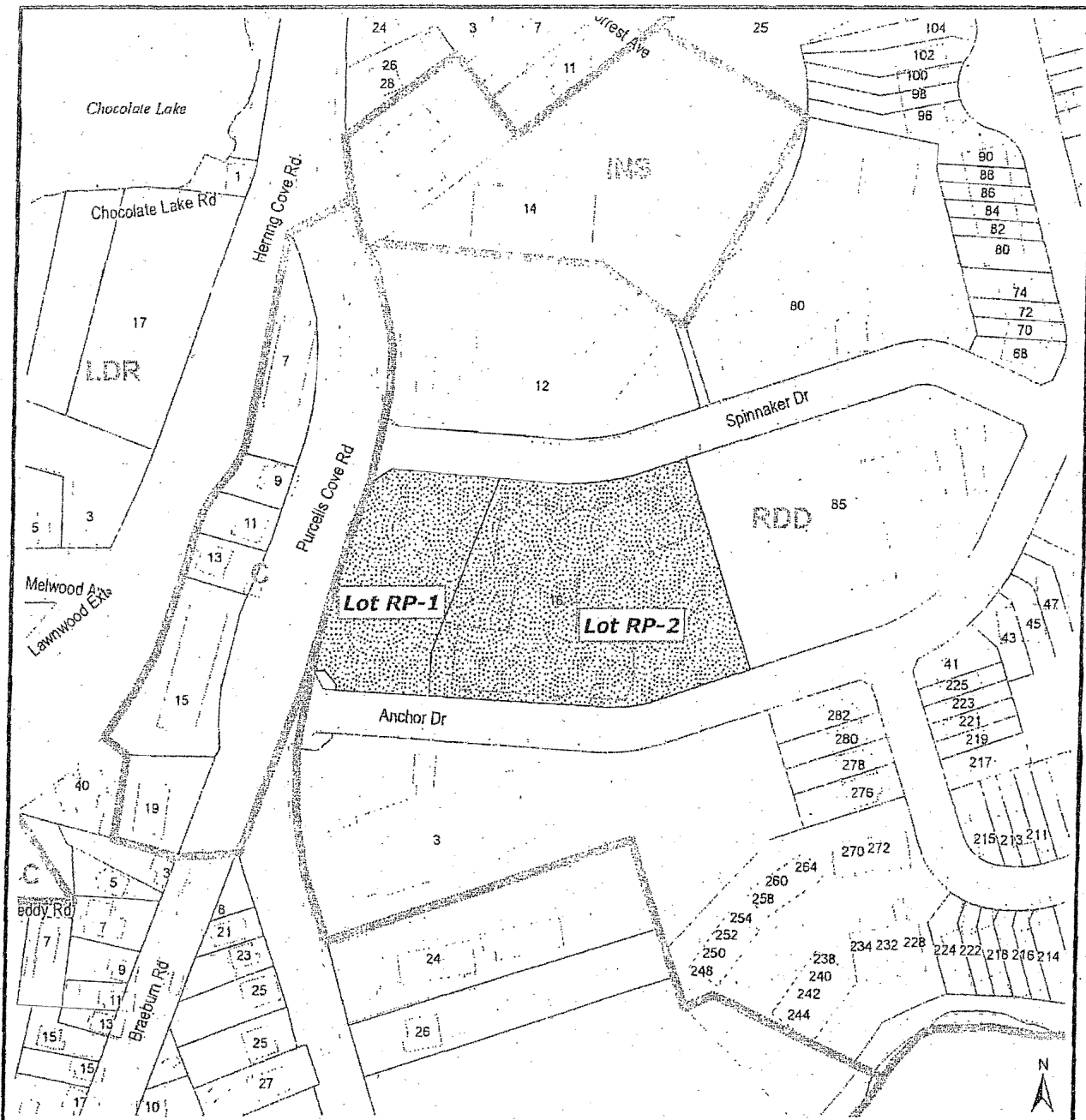
- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- C-2A Minor Commercial
- P Park and Institutional
- RDD Residential Development District

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES




This 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



Map 2 - Generalized Future Land Use

Anchor Drive
Halifax

 Subject area

Halifax Plan Area
Mainland South Secondary Plan Area

Designation

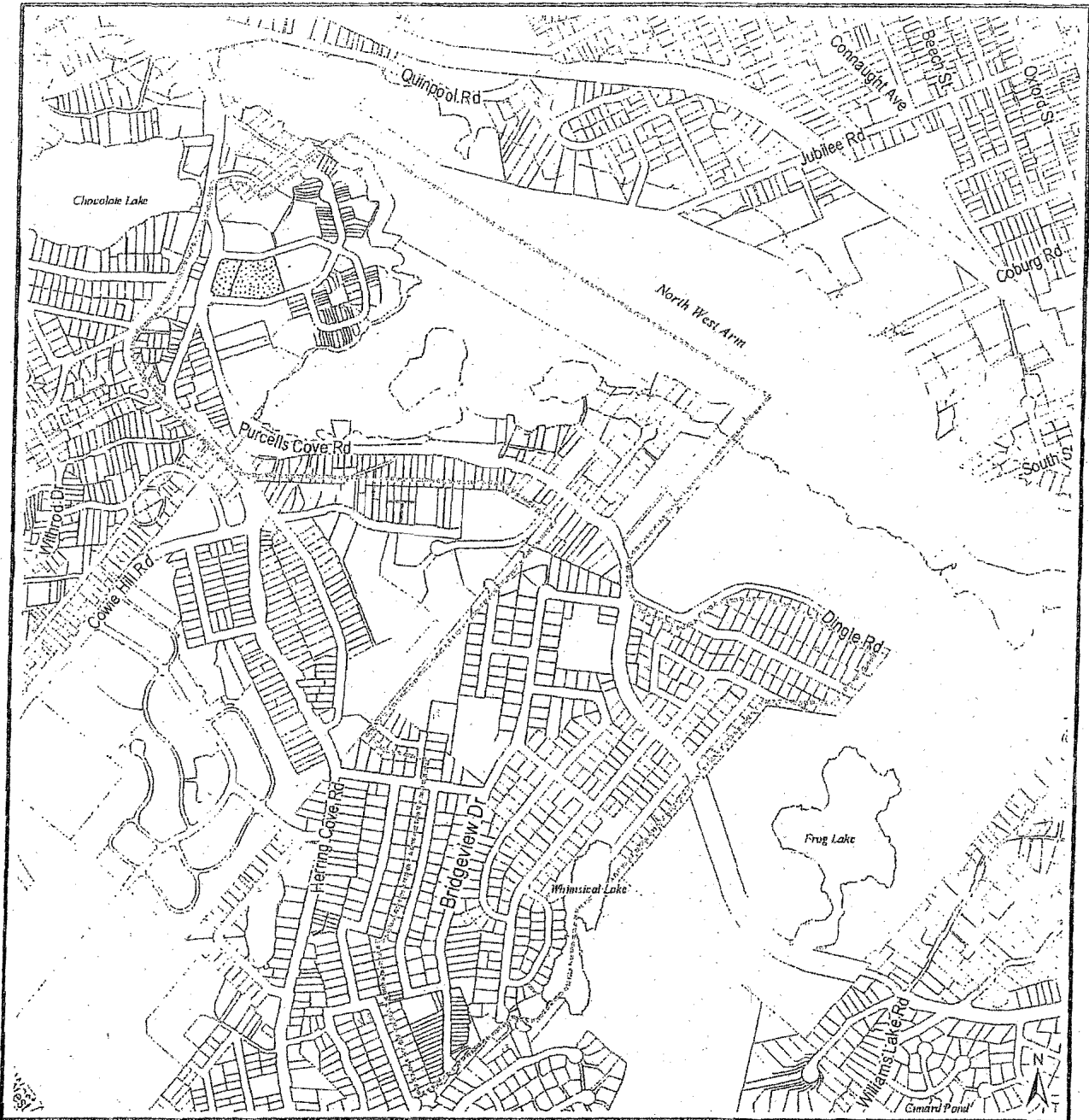
LDR Low Density Residential
C Commercial
INS Institutional
RDD Residential Development District

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 30 60 m

This is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Halifax Mainland South Secondary Plan area.

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



Map 3 - Area of Notification

Anchor Drive
Halifax



Subject area

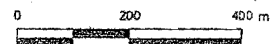


Area of notification

Halifax Mainland
Land Use By-Law Area

HALIFAX

REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES



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

**Attachment A:
Amendments to the Halifax Municipal Planning Strategy**

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

1. By inserting the following policies immediately after Policy 1.5.5 (Regatta Point) of the Mainland South Secondary Planning Strategy:
 - 1.5.5.1 For the area designated as "Residential Development District" known as Regatta Point, as shown on Map 2 of Schedule I, notwithstanding that the site is less than three acres, does not provide a mixture of residential uses, and will result in greater than 15% of the land being used for apartment uses, the Municipality may, by development agreement, permit the consolidation of lot RP-1 (PID 40396699) with lot RP-2 (16 Anchor Drive; PID 40396681), and the expansion of the existing 96 unit apartment building to a maximum of 124 units on the consolidated lot.
 - 1.5.5.2 Any development permitted pursuant to Policy 1.5.5.1 shall be compatible with the surrounding area and consistent with Regatta Point and this shall be achieved by having regard for the following:
 - i) The height of any expansion shall not exceed seven storeys;
 - ii) Vehicular access shall not be permitted from Purcells Cove Road;
 - iii) The areas abutting Purcells Cove Road shall be well landscaped including hard and soft elements and trees; and
 - iv) The layout and design of the buildings shall allow for the retention of mature trees.
 - 1.5.5.3 For the purposes of calculating population density for any development permitted pursuant to Policies 1.5.5.1 and 1.5.5.2, the following population allocations shall apply:
 - i) Bachelor units shall be assigned 1 person per unit;
 - ii) One-bedroom units shall be assigned 2 persons per unit; and
 - iii) All other dwelling units shall be assigned 2.25 persons per unit.

I HEREBY CERTIFY that the amendments to the
Municipal Planning Strategy for Halifax, as set out
above, were passed by a majority vote of the
Regional Council of the Halifax Regional
Municipality at a meeting held on the ____ day of
_____, 2009.

GIVEN under the hands of the Municipal Clerk and
under the Corporate Seal of the Halifax Regional
Municipality this ____ day of _____, 2009.

Julia Horncastle
Acting Municipal Clerk

**Attachment B:
Amendments to the Halifax Mainland Land Use By-law**

BE IT ENACTED by the Regional Council of the Halifax Regional Municipality that the Land Use By-law for Halifax Mainland is hereby amended as follows:

1. By inserting the following section after Section 72 (Mainland South Area - Development Agreements):
 - 72(1) For the area known as Regatta Point, the Municipality may, by development agreement, permit the consolidation of lot RP-1 (PID 40396699) with lot RP-2 (16 Anchor Drive; PID 40396681), and the expansion of the existing 96 unit apartment building to a maximum of 124 units on the consolidated lot.

I HEREBY CERTIFY that the amendments to the Land Use By-law for Halifax Mainland, as set out above, were passed by a majority vote of the Regional Council of the Halifax Regional Municipality at a meeting held on the ____ day of _____, 2009.

GIVEN under the hands of the Municipal Clerk and under the Corporate Seal of the Halifax Regional Municipality this ____ day of _____, 2009.

Julia Horncastle
Acting Municipal Clerk

Attachment C:
Discharging Agreement

THIS DISCHARGING AGREEMENT made this day of , 2009,

BETWEEN:

ANCHOR GROUP (ATLANTIC) LIMITED,
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 16 Anchor Drive (Lot RP-2; PID 40396681) in Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Municipality entered into a Development Agreement with Edmonds Grounds Services Limited (General Partner of Edmonds Grounds Limited Partnership) on April 10, 1986 which was registered at the Registry of Deeds in Halifax as Document Number 21812 in Book 4156, at Pages 235 to 244 (hereinafter called the "Existing Agreement");

AND WHEREAS the Municipality entered into an amendment to the Existing Agreement with Edmonds Grounds Services Limited (General Partner of Edmonds Grounds Limited Partnership) on August 8, 1986 which was registered at the Registry of Deeds in Halifax as Document Number 51381 in Book 4228, at Pages 94 to 110 (hereinafter called the "Amending Agreement");

AND WHEREAS the Developer has requested that both the Existing Agreement and the Amending Agreement be discharged;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Chebucto Community Council of the Municipality approved this request by resolution at a meeting held on _____ [insert date], referenced as Municipal Case Number 01003;

WITNESS that it is agreed that the Lands are hereby discharged from both the Existing Agreement and the Amending Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2009.

SIGNED, SEALED AND DELIVERED
in the presence of

ANCHOR GROUP
(ATLANTIC) LIMITED

per _____

) per: _____

per _____

) per: _____

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

) HALIFAX REGIONAL MUNICIPALITY

per _____

) per: _____

MAYOR

per _____

) per: _____

MUNICIPAL CLERK

**Attachment D:
Development Agreement**

THIS AGREEMENT made this day of , 2009,

BETWEEN:

MOUNT CEDAR DEVELOPMENTS LIMITED,

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

OF THE FIRST PART

- and -

ANCHOR GROUP (ATLANTIC) LIMITED,

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

OF THE SECOND PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE THIRD PART

WHEREAS the Developer is the registered owner of certain lands located at Lot RP-1 (Purcells Cove Road / Anchor Drive; PID 40396699) and Lot RP-2 (16 Anchor Drive; PID 40396681) in Halifax, 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 the expansion of the existing apartment building located on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 1.5.5.1, 1.5.5.2 and 1.5.5.3 of the *Halifax Municipal Planning Strategy* and Section 72(1) of the *Halifax Mainland Land Use By-law*;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting held on _____ [insert date], referenced as Municipal Case Number 01003;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Halifax Mainland Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, Lot Owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government, and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

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

1.4.3 Where metric values conflict with imperial values within the written text of this Agreement, the metric values shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- (a) "Certified Architect" means a professional, full member in good standing with the Nova Scotia Association of Architects;
- (b) "Certified Arborist" means a professional, full member in good standing with the International Society of Arboriculture;
- (c) "Forester" means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia;
- (d) "Forestry Technician" means a professional, full member in good standing with the Nova Scotia Forest Technicians Association;
- (e) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects; and
- (f) "Professional Engineer" means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 01003:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Preliminary Landscape Plan
Schedule D	Building Elevation A: Addition A - South (Anchor Drive)
Schedule E	Building Elevation B: Addition A - West (Purcells Cove Road)
Schedule F	Building Elevation C: Addition A - North (Spinnaker Drive)
Schedule G	Building Elevation D: Addition A - East
Schedule H	Building Elevation E: Addition B - West (Purcells Cove Road)
Schedule I	Building Elevation F: Addition B - North (Spinnaker Drive)
Schedule J	Building Elevation G: Existing Building - East

3.2 General Description of Land Use

- 3.2.1 The use of the Lands permitted by this Agreement is an apartment building containing a maximum of 124 units.
- 3.2.2 The 124 dwelling unit apartment building shall consist of the existing 96 dwelling unit apartment building and two additions on the southwestern and northwestern ends of the building.
- 3.2.3 Addition A shall be attached to the southwestern end of the existing building near Anchor Drive, as generally shown on Schedule B. It shall consist of one (1) storey of underground parking and seven (7) residential storeys.
- 3.2.4 Addition B shall be attached to the northwestern end of the existing building near Spinnaker Drive, as generally shown on Schedule B. Addition B shall consist of four (4) residential storeys.
- 3.2.5 Commercial uses are permitted on the ground floor of Addition A, to a maximum of 100 square metres (1076.4 square feet), in accordance with the requirements of the R-4 (Multiple Dwelling) Zone of the Halifax Mainland Land Use By-law, as amended.

3.3 Population Density

- 3.3.1 The population density shall not exceed 75 persons per acre.

- 3.3.2 For the purposes of calculating population density on the Lands, bachelor units shall be assigned 1 person per unit, one-bedroom units shall be assigned 2 persons per unit, and all other dwelling units shall be assigned 2.25 persons per unit.
- 3.3.3 For the purposes of determining permissible density, one bedroom plus den units shall be considered to be one-bedroom units.

3.4 Building Siting, Height, Massing and Scale

- 3.4.1 Addition A, attached to the southwestern end of the existing 96 dwelling unit apartment building, shall comply with the following:
- (a) the structure shall be located no closer than 10.0 metres (32.8 feet) from the property line facing Anchor Drive; the covered canopy over the driveway shall be located no closer than 3.05 metres (10.0 feet) from the property line facing Anchor Drive;
 - (b) the structure shall be located no closer than 6.0 metres (19.7 feet) from the property line facing Purcells Cove Road;
 - (c) the structure shall be located no closer than 30.0 metres (98.4 feet) from the property line facing Spinnaker Drive.
 - (d) the ground floor of the structure shall be connected to the southwestern end of the existing building, as generally shown on Schedules B and D; the 2nd through 7th floors of Addition A shall be located no closer than 10.0 metres (32.8 feet) from the west end of the existing building;
 - (e) the footprint of the structure, including the link to the existing building but excluding the underground parking podium, shall not be greater than 800.0 square metres (8611 square feet); a typical floor of Addition A shall not be greater than 700.0 square metres (7534 square feet);
 - (f) the massing of the structure shall be as generally shown on Schedules D to G, inclusive; and
 - (g) the maximum height of the structure to the top of the roof shall not exceed 25.0 metres (82.0 feet) above the mean grade of the finished ground adjoining the building.
- 3.4.2 Addition B, attached to the northwestern end of the existing 96 dwelling unit apartment building, shall comply with the following:
- (a) the structure shall be in line with the existing building along the north and south walls;

- (b) the structure shall be located no closer to the property line facing Spinnaker Drive than the existing building;
- (c) the structure shall be located no closer than 37.0 metres (121.4 feet) from the property line facing Purcells Cove Road;
- (d) the footprint of the structure shall not be greater than 130.0 square metres (1400 square feet).;
- (e) the massing of the structure shall be as generally shown on Schedules H to J, inclusive; and
- (f) the maximum height of the structure to the top of the roof shall be the same as the height of the existing building at the point where the structure is attached to the existing building.

3.4.3 Except as provided for in subsections 3.4.1 and 3.4.2, the existing 96 unit apartment building shall comply with the following:

- (a) the existing building shall maintain its existing footprint and setbacks, as generally shown on Schedule B;
- (b) the existing building shall maintain its existing massing, as generally shown on Schedule D and Schedules H to I, inclusive; and
- (c) the existing building shall maintain its existing height, as generally shown on Schedule D and Schedules H to I, inclusive.

3.5 Materials and Architectural Requirements

3.5.1 Additions A and B and the existing building shall comply with the following:

- (a) Additions A and B shall be complementary to or substantially conform with the existing building's design, materials, exterior siding, roof materials, colour and ornamentation;
- (b) all balconies on Addition A shall have a concrete floor with glass and painted metal railings;
- (c) any exposed foundation or parking garage face in excess of 0.5 metres (1.6 feet) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or a complementary equivalent; and
- (d) all vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design.

Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

- 3.5.2 All roof mounted mechanical and telecommunications equipment shall be visually integrated into the roof design or screened, and shall not be visible from any public street or adjacent residential development.
- 3.5.3 Additions A and B shall be designed such that the mechanical systems (HVAC, etc.) are not visible from Anchor Drive, Purcells Cove Road or Spinnaker Drive, or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.6 Parking, Circulation and Access

- 3.6.1 The underground parking in Addition A shall be sited as generally shown on Schedule G, and shall be accessed from the existing underground parking garage.
- 3.6.2 The one (1) level of underground parking in Addition A shall provide a minimum of twenty (20) parking spaces.
- 3.6.3 The underground parking in the existing building shall be maintained, except where the removal of spaces is necessary to accommodate the access to the underground parking in Addition A.
- 3.6.4 All driveways shall conform to Municipal standards, including the Streets By-law.
- 3.6.5 The driveway access shall be one-way only, with an entrance at the east end of the driveway and an exit at the west end of the driveway, as generally shown on Schedule B.
- 3.6.6 The driveway access shall maintain setbacks from the property lines as generally shown on Schedules B and C.
- 3.6.7 The driveway access, as shown on Schedules B and C, shall have a hard finished surface such as asphalt, concrete, interlocking precast concrete paving stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.6.8 The limits of the outdoor driveway access shall be defined by landscaping and curbs.
- 3.6.9 Where the outdoor driveway access is to be delineated by curbing, such curbs shall not be asphalt.
- 3.6.10 All parking spaces contained within the underground parking shall comply with the minimum requirements of the Land Use By-law.

- 3.6.11 The building shall include designated bicycle parking as per the requirements of the Land Use By-law.

3.7 Building and Site Lighting

Lighting shall be directed to the driveway, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.8 Landscaping

- 3.8.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Detailed Landscape Plan prepared by a Landscape Architect, and which complies with the provisions of Section 3.8 and which generally conforms with the Preliminary Landscape Plan as contained in Schedule C.
- 3.8.2 At a minimum, the Detailed Landscape Plan shall include planting as identified in this Agreement and shall identify appropriate measures to provide for aesthetic enhancement.
- 3.8.3 The Detailed Landscape Plan should maintain as much of the natural landscape and vegetation as can be reasonably achieved.
- 3.8.4 Planting details for each type of plant material proposed on the Detailed Landscape Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.8.5 All plant material shall conform to the current Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the current Canadian Nursery Sod Growers' Specifications.
- 3.8.6 The minimum acceptable sizes for plant material shall be as follows:
- (a) High branching deciduous trees at grade: 60 mm caliper;
 - (b) High branching deciduous trees on podiums: 45 mm caliper;
 - (c) Coniferous trees: 1.5 metres in height; and
 - (d) Shrubs: 0.6 metres in height or spread.
- 3.8.7 Notwithstanding subsection 3.8.6, no landscaping greater than 0.6 metres (2 feet) in height shall be permitted within the daylighting triangle.
- 3.8.8 For the purpose of subsection 3.8.7, the daylighting triangle means a triangular area on a corner lot which is formed by the corner lot lines and a straight line which intersects them 6.1 metres (20 feet) from the corner where they meet.
- 3.8.9 Decorative plantings shall be provided at the entrances to the building consisting of a combination of decorative trees, shrubs and ground cover.

- 3.8.10 Plantings on podiums above structures shall be selected for their ability to survive on rooftop environments. Trees on podiums shall be located in planting beds or containers.
- 3.8.11 It is the responsibility of the Developer to ensure that the podium above the underground parking structure is capable of supporting the loads from all landscaping as well as the anticipated mature weight of the plant material.
- 3.8.12 Construction Details or Manufacturer's Specifications for all constructed landscaping features, such as fencing, retaining walls, garbage and recycling receptacles, benches, etc., shall be provided to the Development Officer. The documents shall describe their design, construction, specifications, model numbers, quantities, manufacturers of site furnishings, hard surface areas, materials and placement and include a certification from a Landscape Architect that they will enhance the design of the building and the character of the surrounding area.
- 3.8.13 As generally shown on Schedule C, the walkways shall be identified on the Detailed Landscape Plan, and shall have a hard finished surface such as poured in place concrete, interlocking precast concrete paving stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.8.14 All retaining wall systems are to be identified on the Detailed Landscape Plan, including the height of the wall and the type of fencing proposed in conjunction with the wall.
- 3.8.15 All retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent, with a precast concrete cap or equivalent.
- 3.8.16 A construction detail of any retaining wall and fence combination shall be provided and certified by a Professional Engineer.
- 3.8.17 Upright shrubs with a minimum of 50 percent being coniferous shall be located at the base of all retaining walls. All shrubs shall be a minimum height of 0.6 metres (2 feet) and be planted with a maximum spacing of 1 metre (3 feet) on centre. Low maintenance ground covers or vines shall be used in association with the shrubs and retaining walls.
- 3.8.18 No HRM street trees are to be removed or damaged during the construction phase. The Detailed Landscape Plan shall identify plywood protective hoarding as close to the dripline of the existing street trees as possible to protect them during the construction phase.
- 3.8.19 Prior to the issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.8.20 Notwithstanding subsection 3.8.19, an Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110% of the estimated cost to

complete the landscaping. The Developer shall engage the services of a Landscape Architect to prepare and submit, as part of the Occupancy Permit application, a cost estimate for the uncompleted work. The cost estimate, including quantities, unit prices and a 10% contingency fee, shall be approved by the Development Officer. 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. Should the Developer not complete the landscaping within twelve (12) months of issuance of first Occupancy Permit, the Municipality may, but is not required to, use the deposit to complete the landscaping as set out in this 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 by a Landscape Architect.

3.9 Signage

Signage for the development shall be accordance with the requirements of the R-4 (Multiple Dwelling) Zone of the Halifax Mainland Land Use By-law, as amended.

3.10 Outdoor Storage and Display

3.10.1 No outdoor storage shall be permitted on the Lands.

3.10.2 Propane tanks, electrical transformers and other utility boxes shall be located on the site in such a way to ensure minimal visual impact from Anchor Drive, Purcells Cove Road and Spinnaker Drive, and from abutting residential uses. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls, with suitable landscaping.

3.11 Solid Waste Facilities

The building shall include at least one 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 the Building Official in consultation with Solid Waste Resources.

3.12 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, driveways, the maintenance of all landscaping including trimming and the replacement of damaged or dead plant stock, litter control, garbage removal, snow removal and salting and sanding of walkways and driveways.

3.13 Requirements Prior to Approval

3.13.1 Prior to the application for any municipal permits, the Developer shall complete the MICI (Multi-unit / Industrial / Commercial / Institutional) process, as outlined by the Municipality.

3.13.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

- (a) Plan of subdivision showing approval of consolidation of lot RP-1 (PID 40396699) with lot RP-2 (PID 40396681);
- (b) A Detailed Landscape Plan in accordance with Section 3.8.;
- (c) A detailed Site Disturbance Plan in accordance with clause (a) of Section 5.1 ;
- (d) A detailed Erosion and Sedimentation Control Plan in accordance with clause (b) of Section 5.1 ; and
- (e) A detailed Final Site Grading and Stormwater Management Plan in accordance with clause (c) of Section 5.1 .

3.13.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to this Agreement;
- (b) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement; and
- (c) Certification from a Landscape Architect indicating that either the Developer has complied with the Detailed Landscape Plan required pursuant to this Agreement, or that the Developer has exercised their option under subsection 3.8.19 .

3.13.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.14 Variation by Development Officer

3.14.1 The Development Officer may permit minor changes to the layout and positioning of the buildings as shown on the attached Schedules or as detailed in Section 3.4.

- 3.14.2 The Development Officer may permit a five percent (5%) increase in the size of the footprint of Addition A, as detailed in clause (e) of subsection 3.4.1.
- 3.14.3 The Development Officer may permit changes to the architectural requirements or details as shown on the attached Schedules or as detailed in Section 3.5 which, in the written opinion of a Certified Architect, are equivalent to or of a higher quality or improved design which enhances the overall appearance or functionality of the building and furthers the intent of this Agreement.
- 3.14.4 The Development Officer may permit changes to the landscaping measures as shown on Schedule C or as detailed in Section 3.8 which, in the written opinion of a Landscape Architect, enhance the attractiveness and visual appearance of the Lands.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy Municipal Services Systems Specifications unless otherwise varied by this Agreement and shall receive written approval from the Municipality's Development Engineer prior to undertaking any work.

4.2 Off-Site Disturbance

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 Municipality's Development Engineer.

4.3 Garbage Collection from the Building

The Developer shall be responsible for garbage collection from the building. The Municipality shall be relieved of any and all responsibility respecting garbage collection from the Lands.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;

- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and,
- (c) Submit to the Development Officer a detailed Final Site Grading and Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Final Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.2 Stormwater Management System

- 5.2.1 The Developer agrees to construct at its own expense the stormwater collection and treatment system which conforms to the concept design reviewed by the Development Officer, in consultation with the Municipality's Development Engineer, pursuant to clause (c) of subsection 5.1. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.
- 5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

5.3 Failure to Conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 5.1, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Municipality's Development Engineer to ensure compliance with the environmental protection measures.

PART 6: AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

6.2 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of development, as identified under subsection 7.3.3 ; and
- (b) The granting of an extension to the length of time for the completion of the development as identified under subsection 7.4.1 .

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands 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 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.
- 7.3.2 For the purpose of this Agreement, commencement of development shall mean the installation of the footings or foundation for the addition to the existing building.
- 7.3.3 Council may consider granting an extension of the commencement of development time period through a resolution under clause (a) of Section 6.2, if the Municipality receives a written request from the Developer prior to the expiry of the commencement of development time period.

7.4 Completion of Development

7.4.1 If the Developer fails to complete the development after seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new agreement; or
- (c) discharge this Agreement.

7.4.2 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Mainland Land Use By-law, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four (24) hours of receiving such a request.

8.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered

necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;

- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remediation under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Development Agreement, made in quadruplicate, was properly executed by the respective Parties on this _____ day of _____, 2009.

SIGNED, SEALED AND DELIVERED)
in the presence of)
per _____) per: _____
per _____) per: _____

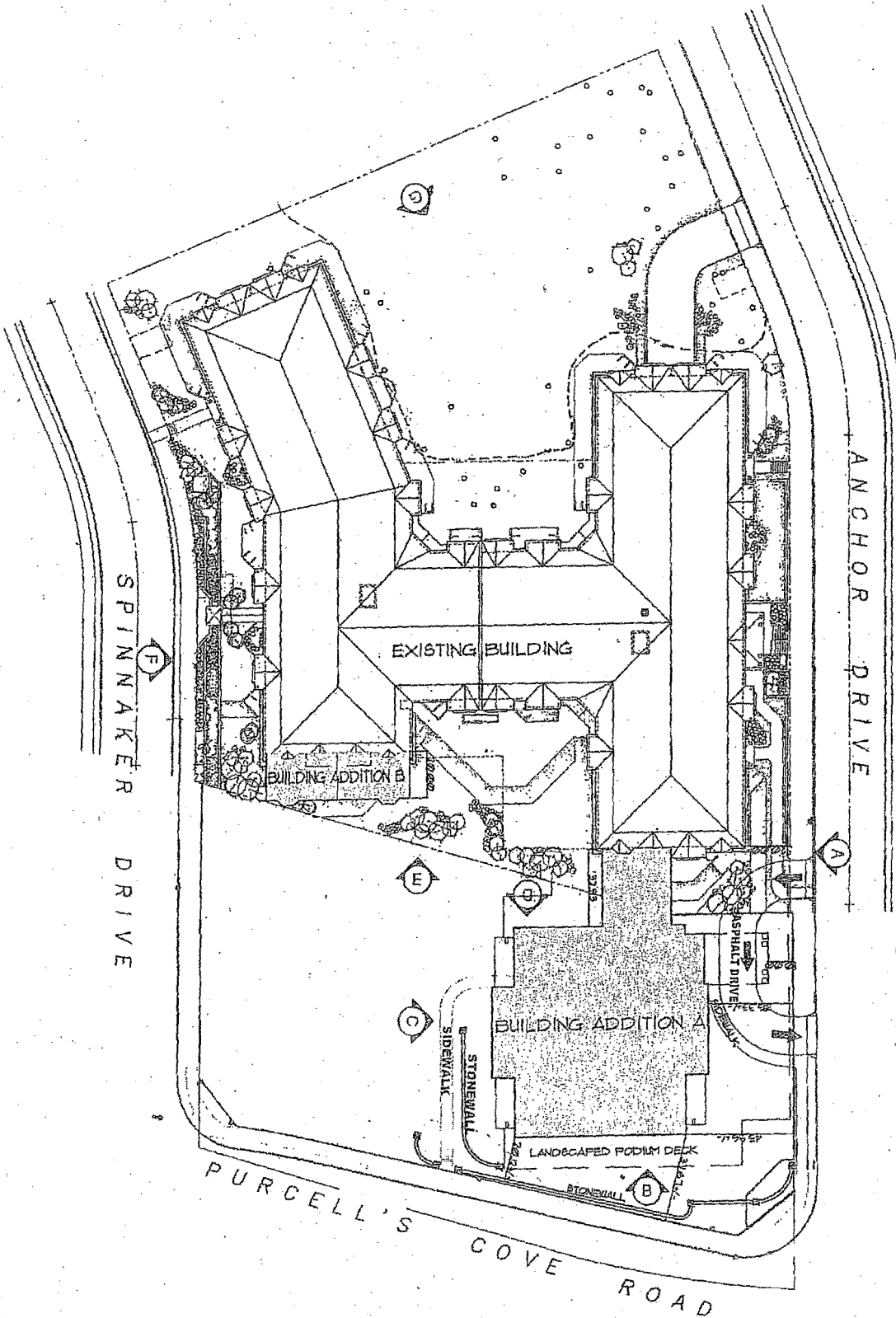
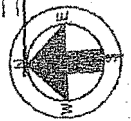
**MOUNT CEDAR DEVELOPMENTS
LIMITED**

SIGNED, SEALED AND DELIVERED)
in the presence of)
per _____) per: _____
per _____) per: _____

**ANCHOR GROUP (ATLANTIC)
LIMITED**

SEALED, DELIVERED AND)
ATTESTED to by the proper)
signing officers of Halifax Regional)
Municipality duly authorized)
in that behalf in the presence)
per _____) per: _____
per _____) per: _____
MAYOR
MUNICIPAL CLERK

HALIFAX REGIONAL MUNICIPALITY



ANCHOR DRIVE

SPINNAKER DRIVE

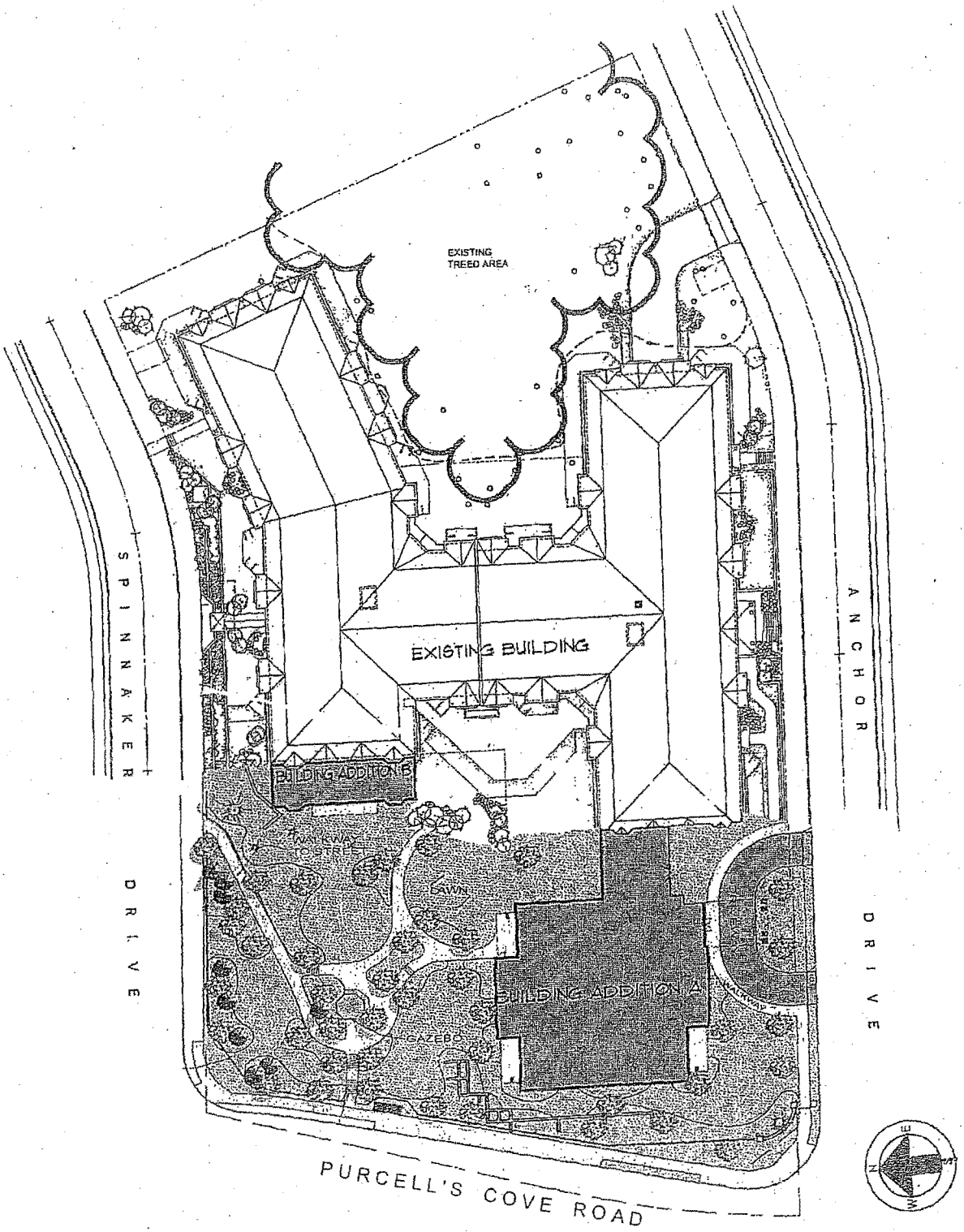
PURCELL'S COVE ROAD

Site Plan

Schedule B

Preliminary Landscape Plan

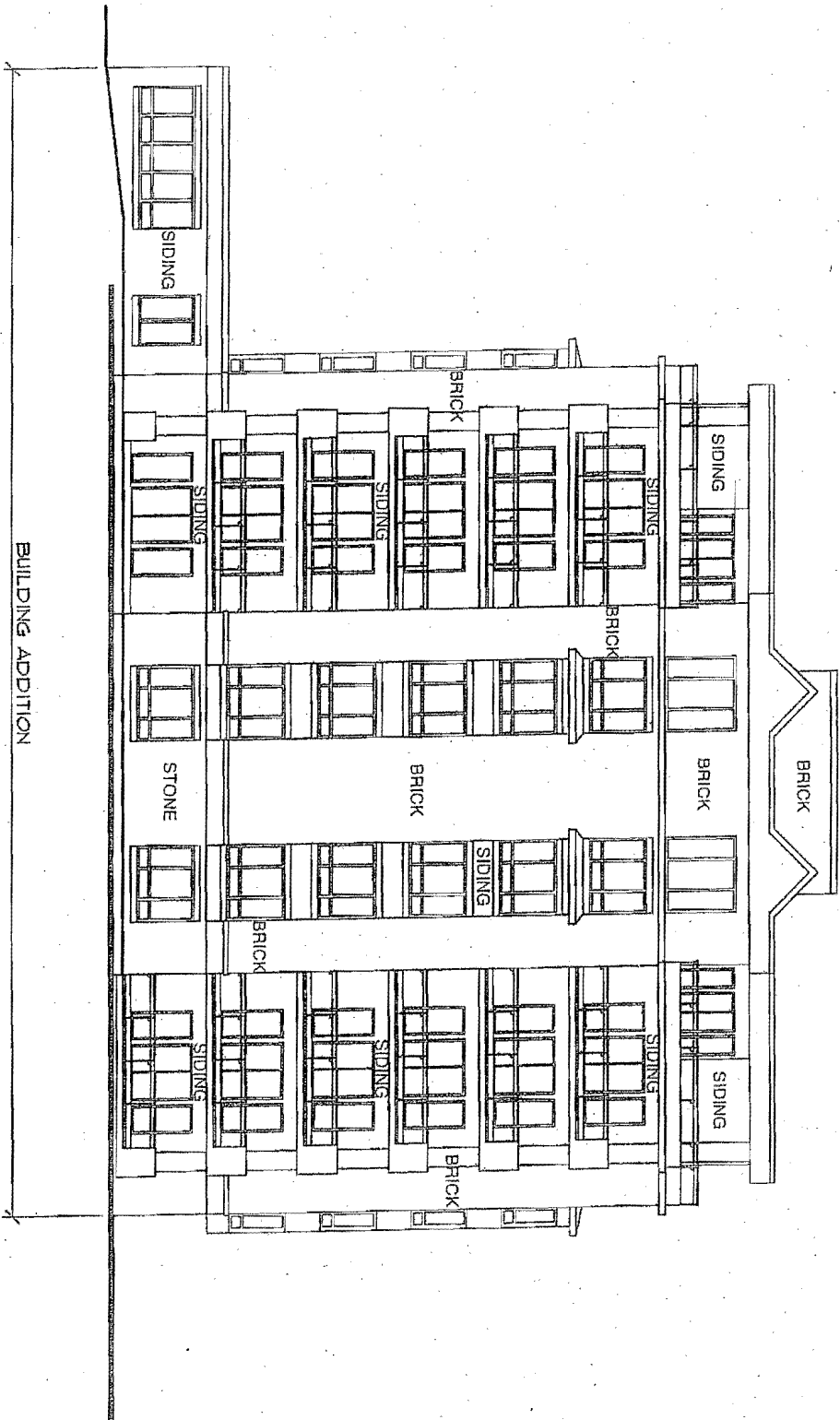
Schedule C





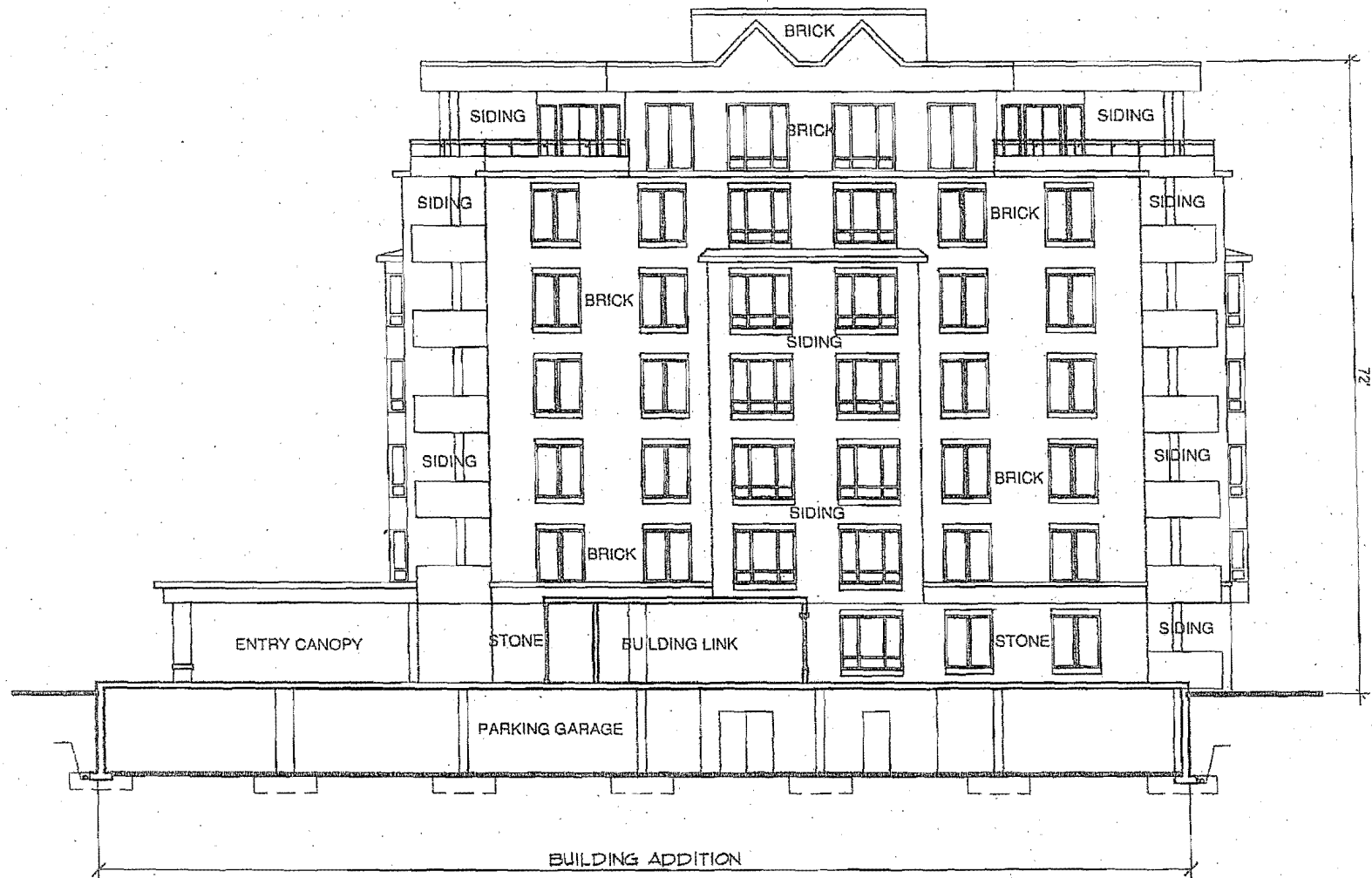
ELEVATION "B" (WEST)

Schedule E



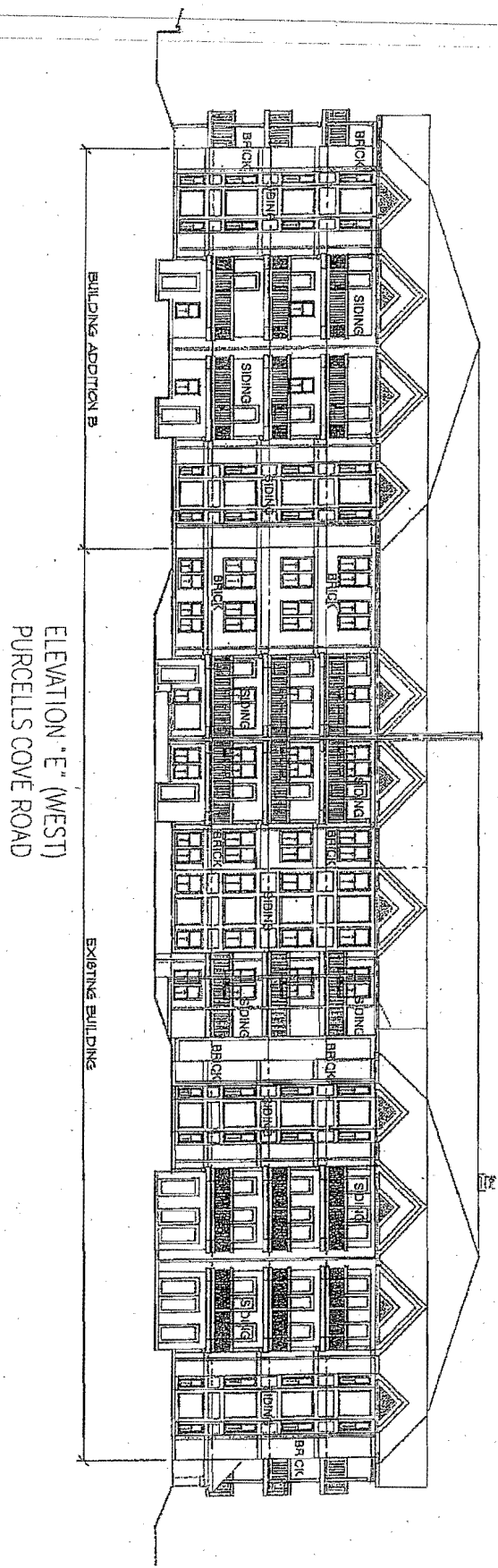
ELEVATION 'C' (NORTH)

Schedule F

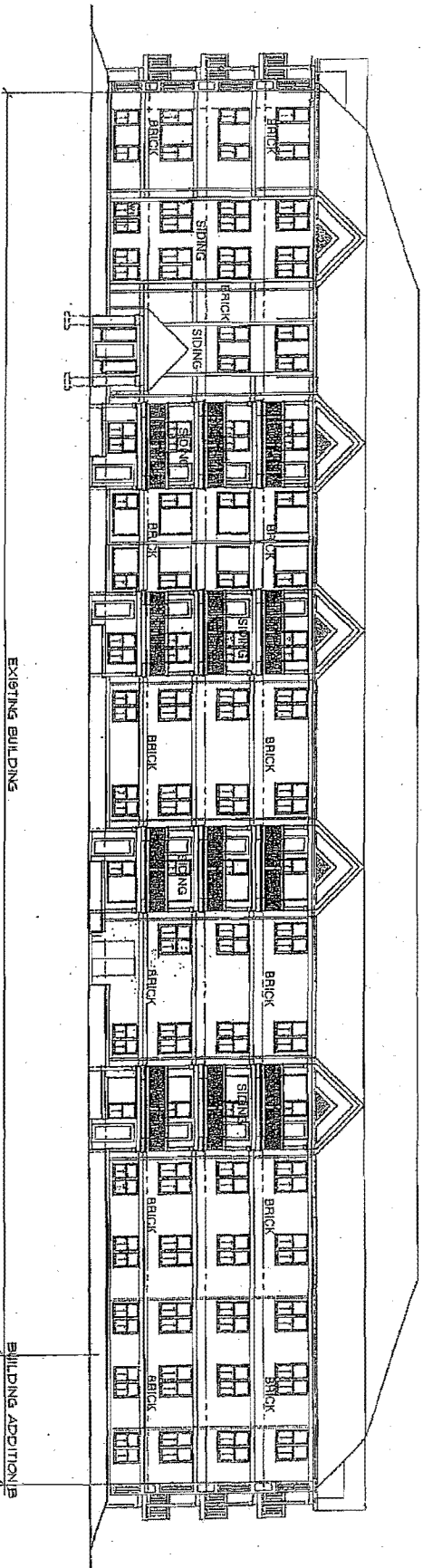


ELEVATION "D" (EAST)

Schedule G



Schedule H



ELEVATION "F" (NORTH)
SPINNAKER DRIVE

Schedule I

**Attachment E:
Minutes from Public Information Meeting**

Case 01003: Public Information Meeting, April 24, 2008

In attendance: Councillor Mosher
Luc Ouellet, Planner
Gail Harnish, Planning Services
Shanan Pictou, Planning Technician
Danny Chedrawe, Applicant
Paul Skerry, Architect

Opening remarks, introductions, purpose of the meeting

Mr. Luc Ouellet called the public information meeting (PIM) to order at approximately 7:00 p.m. at the St. James Anglican Church Hall. The purpose of the meeting is to discuss an application by Paul Skerry Associates Limited, on behalf of Almond Properties Limited, to amend the Halifax Municipal Planning Strategy (MPS) and Halifax Mainland Land Use By-law (LUB), for the area known as Regatta Point in Halifax, to enable by development agreement the expansion of the apartment building currently located on Lot RP-2 unto Lot RP-1.

Overview of planning process

Mr. Ouellet provided an overview of the planning process:

- staff did a preliminary review of the application
- we are now at the PIM stage
- staff will do a detailed review of the application
- staff will prepare a report, which includes a recommendation and a draft development agreement, which is tabled with Chebucto Community Council
- Community Council will forward the report, along with their recommendation, to Regional Council
- Regional Council will schedule a public hearing if they wish to proceed, or they will reject the application without holding a public hearing
- if they decide to proceed, the public hearing is held
- if the MPS amendments are approved by Regional Council, they are forwarded to the Province for review
- once the MPS amendments are in effect, the development agreement is forwarded to Community Council for a decision
- there is an appeal process for the development agreement

Mr. Ouellet advised there are two things being asked for; an amendment to the MPS to allow for the consideration of a development agreement, and to enter into a development agreement.

Proposal

Mr. Danny Chedrawe stated tonight is a meeting of HRM for the applicant to present their project to the surrounding community of Regatta Point and areas beyond. Tonight is a meeting to get feedback about what they are proposing for Regatta Point. Paul Skerry will speak about the design and layout; he wanted to speak in general about the project and its history.

Mr. Chedrawe advised he got involved in Regatta Point in 1991. At that time, the original developers of the project after a long approval process back in the 1980s began construction of what is now Regatta Point. In the 1990's when a recession hit, the original developer went bankrupt and he purchased the remaining lands from the bank. He developed about twenty-six townhouses in the Regatta Point area and bought three large parcels of land (Lots RP-2, PR-6, and RP-7). The only parcel he did not buy at the time was RP-1. The reason for that went back to the original battles of the developer in the 1980's to rezone the Edmonds' property. The controversy at the time was that the community seemed to embrace the overall development except for Lot RP-1 which was intended for commercial purposes. The neighbourhood did not want any commercial uses so at the eleventh hour the developer withdrew Lot RP-1 from the development proposal.

Mr. Chedrawe indicated Lot RP-1 was kept out of the development agreement so it retained R-2 zoning. All the restrictions and design rules that apply to Regatta Point do not apply to Lot RP-1. When he purchased the remaining lands of Regatta Point, he took an option from the bank to have first option if somebody tried to buy it. Two developers came along and entered into an agreement to buy the property subject to rezoning. When he found out, he thought it was odd and it was a seven year legal battle. He was not opposed to them but he was concerned that what they did for Regatta Point was the right thing to do for the subdivision and the community. It is the front property that leads into Spinnaker Drive and Anchor Drive. He won and bought the property.

Mr. Chedrawe said they spent four or five years working with the community to come up with a plan. People were used to seeing green grass. They worked with the landowner association for Regatta Point. It was proposed at one point for HRM to develop it as a park but it did not proceed because it would have meant an area rate. 16 Anchor Drive was never meant to be the front face of the building. Since people got used to a lot of green space, they talked about townhouses, which has its pros and cons. That proposal would take a lot of land with less green space. The plan shows the building where the parking lot is now and takes up about 35% of the property and the remaining 65% would remain a privately owned park that would be developed with gazebos and fencing and trees to represent the gate to the development.

Mr. Paul Skerry stated he has been involved with Regatta Point from the beginning. This piece of land was intended to be a commercial building but there was opposition from commercial interests in the area. It would have jeopardized the whole development so they pulled out. This piece of land has been in limbo ever since. He thought commercial would have been fine because people would not have had to risk their lives to get milk. They thought this piece of land should be residential. There is a geotechnical problem with the site. This property used to be a

large bog so any structure has to respect the cost of going down 20-30' to get a proper building for the soil. To spread a building out on the site would not be feasible.

Mr. Skerry indicated they are talking about a building of twenty-four units, with four apartments per floor. They do not normally get to do a quality building of this size. Most developers want sixty to eighty units to pay for the elevator and underground parking, so it is not often the economics for this kind of building will work. They know the building will look good. The other interesting thing is that it is connected to the existing building down here (pointed out). Because of the functionality of the first floor, this building did not have any amenity space. The new building would have the amenity space to service this building and will be connected to it. The economics are supported by this building.

Mr. Skerry noted they have a preliminary drawing and coloured it up so you can see what it looks like. There are thirty-four cars underneath the structure. There are two units on the top floor and amenity space on the bottom floor. It is a concrete structure and not a wood frame building. It has an elevator and is fully accessible. The brick will match the brick on the existing building. They think this building will help complete the front of Regatta Point. In association with this area, they are going to develop a park area. Their intent is to dress it up so it becomes an amenity for Purcells Cove Road. They are interested in hearing what people think should be there. Should there be a wall of trees or a stone wall? They have a design from a landscape architect but it is very preliminary. He was happy that Danny is building it because he is a quality builder and has a reputation in the area and is a good landlord. He could not imagine anybody having anything negative to say about it. A project of this size is not a very big project.

Questions and comments from the public

An individual questioned what the proposed addition on the existing building is about.

Mr. Skerry responded what they have at the end of that building are two storey units which were in fashion in the 1970s. They are not very popular with seniors because there is an internal stair. Where there is a two storey unit on the top of two units, they want to convert it to one storey units. That will add four units which is about 20'.

Mr. Chedrawe noted in terms of amenity space in the building, they would try to reflect what is across the street at 3 Anchor Drive. They have pulled this building back, close to 40' from the street to allow the pick-ups and drop-offs off of Anchor Drive. That has been a contentious issue for the townhouses over the years. The entrance there will remain but the main entrance to the entire project will be from the new addition so traffic is pulled off Anchor Drive and the other would become more of a tenants entrance.

Mr. Chedrawe indicated the civic address would be moved up. On the ground floor they will add several thousand feet of amenity space and a tenants lounge. Their primary business is seniors. They have converted a two bedroom unit into a residents lounge. They also want to add a professional fitness centre that would be exclusively for the residents of 3 and 16 Anchor Drive. He also wanted to add a beauty salon. As people get to a certain age, coming and going becomes

an issue. It would not operate five days a week but they would hire someone to come in two or three days a week, and it would just be for residents of the two buildings. Also, it would house their corporate office which is now at 3 Anchor Drive.

Mr. Chedrawe indicated in terms of landscaping, they hired the technician who HRM hired to fix up the Public Gardens. They want to bring this whole corner alive and reduce the grass by about 70% because mowing grass is not environmentally friendly and it does not look as good now. As these trees grow with good canopies, it will decrease the sound from the Herring Cove Road which a lot of their tenants deal with on a day to day basis. They have proposed a large gazebo in the center as a great amenity space for the tenants in the summer time. They have pathways that lead from the building into the courtyard, and there is a pathway to a private park that would be maintained by their company. They have not put a stop to the toboggans but unfortunately that will not be part of this proposal. There may be some hill left for tots but not an area where kids can slide down the hill. They want to keep access from the Purcells Cove Road and Spinnaker Drive so people from the lounge could access this area as well. There would be a brick-iron fence to give it a more formal entrance to the whole development.

Mr. Chedrawe said they tried to minimize the footprint of the building because 65% remains as open space and parkland. There would be some low level lighting through this area in the evening but they did not want to put in floodlights because it affects people's living enjoyment. He envisioned pathway lighting.

Mr. Paul Sullivan noted they have a four storey structure at the moment and they are putting up a six storey structure, and questioned what the increase in height would be.

Mr. Skerry responded there would be a 18' difference but you have to remember there is a roof truss system on the four storey building. There will not be much different between the top of the top of the four storey and the top of the six storey building.

Mr. Sullivan questioned whether the addition of the twenty-four units would increase the density.

Mr. Ouellet responded it would increase the density.

Mr. Sullivan said he understood it was 15% over the maximum density at the moment. He questioned whether this would have a substantial bearing on the entire Regatta Point.

Mr. Ouellet responded it would not be substantial. This area is zoned CDD. For anything more than 15 acres, you can make application for a development agreement. Within the development agreement, you cannot have more than 15% of the land occupied by apartment buildings. Regatta Point was above that. It will be beyond the current policy which is why it is an MPS amendment.

Mr. Skerry said he could recall density was an issue at the beginning. He thought it was consistent. There is a higher proportion of apartments because of Anchor Drive which was

developed as an apartment building rather than townhouses. That building has been very successful.

Mr. Chedrawe noted when the original plan for Regatta Point was approved, a maximum of 15% of the units were to be apartments. That was a hard rule which the people wanted to protect. In terms of the overall density of Regatta Point, when he bought the rest of the lands he built less townhouses than what the plan was approved for. It was proposed to put four more townhouses up on Spinnaker Drive and they decided to make it a green area and at the end of Spinnaker Drive there were to be four more townhouses. They took out eight townhouses which were approved by Council. The as-of-right for Lot RP-1 would be six duplexes or twelve townhouses. They have taken out eighteen townhouses so they are probably close to in 1996 when he went back to the community. At that time, Council and 50% of the residents agreed they would break that rule because they were protecting an acre of trees. They allowed them to go beyond because the benefit was greater. In this situation they are trying to portray green power and tree power. By adding onto the existing buildings, they would be retaining a good chunk of the land.

Mr. Reg Clooney questioned the make up of the apartments. Mr. Skerry responded they are all two bedroom units.

Ms. Ginny Veinot indicated she was aware there was a meeting with the residents of Regatta Arms and that she has seen the minutes. In terms of the height of the building, their notes indicate a six storey building. The report indicates it is not to exceed the height of the building adjacent to it. The height of the building is a concern. In order to reduce the height of the building, that would impact the landscape plan. You can always add trees down the road but once a building is there it is there for a very long time.

Ms. Veinot said commercial would not be acceptable to her. Also, she understood the exterior of the building was not necessarily in keeping with the neighbourhood requirements. She also understood the landscaping plan would be part of the HRM agreement. To some, looking at the plan is not as meaningful as seeing the stakes in the ground to get a sense of it.

Mr. Skerry said they could stake out the building on the ground.

Mr. Skerry responded in terms of heating, the existing building has oil fired hot water heating. They may put in some geothermal wells. They have applied to Heritage Gas. They are trying to get natural gas onto Regatta Point. At that time, they would be converting their building over to natural gas. If not, their plan is to expand the heat from the existing building into the new building.

Mr. Skerry stated the smaller the footprint of the building, the more extensive the landscaping can be. Danny is keen to make it a bit of a showpiece. The size of the trees can be an issue. They can buy big trees. In terms of HRM approval, the final details of the design, size and type of trees would be laid out in the development agreement. They need feedback as they need to prepare a detailed landscaping plan.

Mr. Chedrawe said when they approved 3 Regatta Arms Drive, people were concerned they would see the parking lot out front. He envisioned it to be the same level of landscaping as is there. His budget for planting trees is \$150,000. It is not all about the addition. It is about the whole development. If he is given approval to proceed, this will be a showpiece for the whole development.

Mr. Dennis Paige commented he came here with an open mind. He was pleased with the amount of green space. He has seen other plans for this area over the years. He thought the way it connects to the buildings and gets rid of the parking lot makes for a good thing. He thought it would improve the look of the area.

Mr. Skerry indicated in terms of building height, this four storey building has quite a massive roof. There is at least 18' in truss space of the building which is two floors. The reason they wanted this building to look different and not have a pitched roof is because they wanted to have a small footprint and step it back in layers at the top. They have a building under construction now like this with the stepping back. He tried to illustrate that the corners recede. The building looks rather massive in the architectural drawings and you do not get a true perspective because at this point (pointed out) the building goes into recession. He referenced a building at Russell and Isleville which steps back at the top and they do not need the pitched roof to do it.

Mr. Chedrawe said that at 16 Anchor Drive they could go up to seven floors as-of-right but they did not want to do that.

Ms. Connie Cochrane questioned where the visitors would park.

Mr. Chedrawe responded they would make the lot at 3 Anchor Drive all visitors parking. Right now it is reserved parking across the street for both buildings. That parking lot is illegal. There was an issue with visitors parking and they put that in there years ago. At the time he did not own the property.

Ms. Cochrane questioned how many cars it would accommodate.

Mr. Chedrawe responded twelve to fourteen.

Mr. Sperry indicated when he designed Regatta Point, he developed a visitors parking lot at the intersection of Anchor and Spinnaker Drive but every time he went by, it is empty.

Mr. Chedrawe advised they are putting thirty-four spaces underground so the overall parking will increase.

Ms. Cochrane noted if they have more people, they will have more visitors.

It was responded they built visitors parking into the underground parking.

Mr. Chedrawe stated they have been very reasonable with the price of their underground parking.

Mr. Charles Watt questioned whether the connection to the existing building would be open or closed in.

Mr. Chedrawe responded it is a heated area and would be closed in.

Mr. Richard Hale stated this has to do with density. He has been on Purcells Cove Road for ten years now and it is becoming impossible to get out of this road. The City should post some signs.

Mr. Chedrawe questioned if he was talking about the visibility up Purcells Cove Road.

Mr. Hale suggested a sign should be posted down by the St. John Baptiste Church to slow down.

Mr. Hale commented there will be more cars coming out onto Purcells Cove Road. He thought he heard the intersection is being redesigned.

Mr. Ouellet responded he was not aware of that.

Councillor Mosher advised it is being investigated. Right now it is no but she has asked them to relook at it.

Mr. Hate noted there is an unlit pedestrian walk across there as well as the Chocolate Lake Recreation Centre.

Mr. Clooney commented he found if you try to get into the left hand lane, the Spryfield traffic just kept on coming. He would like to see an alternating traffic thing. He told his mother never to go into the middle lane.

An individual said he came here with an open mind. It is certainly a good looking project.

Mr. Anthony O'Malley commented when he came and presented to their building he saw the building moved into the green area a bit. This is the building you will see as you go over the hill. It seemed to him it would be out of theme with the other buildings in Regatta Point. When they are on their balcony, they can see the buildings are all different but there is a thematic uniformity. It has no relationship visually to the other buildings in Regatta Point.

Mr. Chedrawe said it was difficult on a one dimensional drawing to imagine what it will look like. There is a jog in the building. These buildings are recessed. It is not a square building. The decks will be angled. It is definitely not a flat building.

Mr. Skerry said they could put a pitched roof on the building if necessary but there would be concern about the height.

Mr. O'Malley suggested they pick up the architectural theme from the other buildings.

Mr. Skerry noted it is very early into the process and these are not their final plans. The plans are not locked up because they need the freedom to improve things. A pitched roof is not unreasonable.

An individual stated anything but those false peaks on 85.

Mr. O'Malley said he did not think there was a lot of opposition to the concept but there was a deep concern about what it would look like and the general presence of the building itself.

Mr. Patrick Flemming questioned what assurances they could give to the community that based on the success of this building that they will not put another building next door.

Mr. Ouellet responded it would have to come back through another process but he doubted Planning staff would be willing to consider it. That area would be set aside as open space for the project.

Mr. Chedrawe stated he would not change his mind after putting in the green space. This is the "icing on the cake". His claim to fame is Regatta Point. This is the final thing to complete in Regatta Point. He will not be asking for any further changes to Regatta Point. There are improvements that can be done such as the seawall but in terms of Regatta Point this is the last one. They want to make sure it is done right.

Councillor Mosher noted it was said the park is private. It is mandatory that 10% be public open space. She was in complete support of trees but there was a comment about low level lighting. From a crime prevention aspect, that is not effective. She encouraged they do a CEPTED before proceeding in order to discourage crime.

Mr. Ouellet advised we could send this to the CEPTED unit for review.

Mr. Skerry indicated when they talked about Regatta Point, they did a perimeter walkway. There was a question raised about whether people would be mugged but it is supervised by the units overlooking it. He did not know if anybody has ever been attacked.

Councillor Mosher said she had Police do an audit for the existing walkway. She referred to Captain William Spry Centre which was built into the side of a bank with trees around it, and has security problems.

Mr. Ouellet advised that when doing an area like Regatta Point, they would be taking parkland. This is a very small component. If the public wants it to be public open space, we may request the developer to do that. He thought it was up for debate at this point.

Mr. Chedrawe stated unless the public wants it to be public open space which is in the control of HRM, his preference was to keep it open to the residents of Regatta Point. They have a full time resident manager onsite. They are not trying to make this an exclusive place. He has held parties in the past where they invited the whole Regatta Point community. He would like to have control

of it. He was willing to work with the immediate community of Regatta Point but not all of Halifax.

An individual questioned whether the interior design has been determined. It was indicated they have plans available for viewing showing the layout.

Mr. Skerry indicated there would be ceramic tile in the kitchen and bathroom. There would be hardwood or laminate flooring in all rooms except for the bedroom. The hallway is usually carpet.

Mr. Chedrawe noted one of the concerns he heard was that this development would increase what they charge for rent. What they do here will not affect the tenants rent. The things that could affect the rent would be an increase in the cost of oil and property taxes.

Adjournment

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