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Halifax Regional Council
November 18, 2003

TO: His Worship Mayor Peter Kelly and
Members of Halifax Regional Council

FROM: Sheila Fougere
Councillor Sheila Fougere, Chair
Peninsula Community Council

DATE: November 12, 2003

SUBJECT: **Case 00564: MPS and LUB Amendments and Development
Agreement for South Lawn of All Saints at University Avenue and
Tower Road**

ORIGIN

Peninsula Community Council November 10, 2003

RECOMMENDATION

Peninsula Community Council recommends that:

1. Regional Council give First Reading to the proposed amendments to Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use Bylaw as contained in Attachment "A" of the November 3, 2003 staff report including the minor amendments outlined in the November 7, 2003 memorandum and schedule a public hearing
2. Regional Council adopt the amendments to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use Bylaw as contained in Attachment "A" of the November 3, 2003 staff report.

PLEASE RETAIN FOR PUBLIC HEARING

BACKGROUND

Regional Council approved a motion on August 25, 2003 initiating the MPS amendment process. A public information meeting was held on September 17, 2003.

DISCUSSION

Peninsula Community Council, with minimal discussion, approved the staff recommendation.

BUDGET IMPLICATIONS

N/A

FINANCIAL MANAGEMENT/BUSINESS PLAN

N/A

ALTERNATIVES

1. Give First Reading to the proposed amendments to Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use Bylaw as contained in Attachment "A" of the November 3, 2003 staff report and schedule a public hearing
2. Reject the recommendation of Peninsula Community Council.

ATTACHMENTS

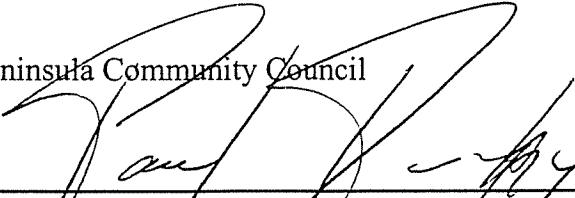
1. Staff report dated November 3, 2003 re Case 00564
2. Memorandum from Angus E. Schaffenburg re Case 00564 outlining minor amendments to the proposed Development Agreement for Case 00564.

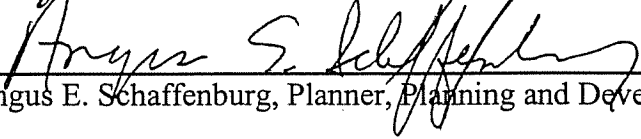
Additional copies of this report and information on its status can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208. Report prepared by: Sherrill Murphy, Legislative Assistant 490-6517.

Peninsula Community Council
November 10, 2003

TO: Peninsula Community Council

SUBMITTED BY:


Paul Dunphy, Director of Planning and Development Services


Angus E. Schaffenburg, Planner, Planning and Development Services

DATE: November 3, 2003

SUBJECT: Case 00564: MPS and LUB Amendment and Development Agreement
for South Lawn of All Saints at University Avenue and Tower Road

ORIGIN

- . Request by the Dean and Chapter of the Cathedral Church of All Saints
- . August 25, 2003 motion of Regional Council to initiate the MPS amendment process
- . Public Information Meeting - September 17, 2003

RECOMMENDATION

It is recommended that Peninsula Community Council:

1. Recommend that Regional Council give First Reading to the proposed amendments to Halifax Municipal Planning Strategy and Land Use Bylaw as contained in Attachment "A" and schedule a public hearing;
2. Move Notice of Motion for the proposed development agreement, attached as Attachment "B" to permit a commercial/residential project, and to schedule a joint public hearing with Regional Council;
3. Recommend that Regional Council adopt the amendments to the Halifax Municipal Planning Strategy and Land Use Bylaw as contained in Attachment "A"; and,
4. Contingent upon the adoption by Regional Council of the above Municipal Planning Strategy and Land Use By-law amendments and becoming effective under the Municipal Government Act:
 - a) approve the proposed development agreement (Staff will bring this matter back to Council for a decision at the appropriate time); and,
 - b) require that the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Location, Designation and Zoning: The south lawn of the Cathedral Church of All Saints, located on Tower Road (see Map 1) is within Section V (South End) of the Halifax Municipal Planning Strategy, designated “Institutional” on the Generalized Future Land Use Map, and zoned P (Park and Institutional) (see Map 2). A height precinct limit of 70 feet applies to the property. The intent of the current MPS policies is to accommodate institutional development.

Synopsis of Proposed Development: The applicant wishes to construct a mixed multiple residential and commercial development on the south lawn of the Cathedral at the corner of University and Tower Road. The main features of the proposal include:

- ground level commercial of 12,000 square feet (targeted for medical professionals);
- 42 apartment units on three floors;
- 65 parking spaces; and
- an overall building height of about 55 feet from grade and below the height of the Cathedral.

The proposal is not permitted under the P (Park and Institutional) Zone nor does the Halifax Municipal Planning Strategy contemplate such a development for this site. Therefore an amendment to the Planning Strategy and Land Use Bylaw is required.

History of the Property: The Cathedral Church of All Saints was consecrated in September 1910. The south lawn forms part of the open space and parking related to the Cathedral Church of All Saints. This area also contains more than a dozen mature hardwood trees. The church building is not a registered heritage property.

Public Information Meeting: A public information meeting was held on September 17, 2003 (see Attachment C). Some of the public expressed the view that the site was best left as open space and parking related to the Cathedral Church of All Saints. They were concerned about the loss of the mature trees on the site should the development proceed and the potential problems associated with additional residents and traffic that such a development would bring. Others made the suggestion that the building should be redesigned so as to provide a better view of the south side of the Cathedral Church of All Saints.

Process: The MPS amendments, along with the bylaw amendments necessary to implement the MPS amendments are under the jurisdiction of Regional Council, while approval of development agreements rests with Community Council. Approval by either requires a public hearing. These hearings can be held jointly. Regional Council may then adopt the proposed amendments to the Municipal Planning Strategy and Land Use By-Law.

However, the decision on the development agreement can only be made by Peninsula Community Council. This decision cannot be made unless Regional Council adopts the Municipal Planning Strategy and Land Use By-Law amendments and until such amendments take effect. Should the

MPS and by-law amendments be approved by Regional Council, staff will bring the development agreement to Peninsula Community Council for a decision at the appropriate time.

In addition to the required public hearing advertisement targeted to the general public, property owners in the immediate area will be notified. The area of individual property notification is shown on attached Map 2.

DISCUSSION

MPS and LUB Amendments: The Municipal Planning Strategy is the expression of the municipality's intent with respect to future land use patterns. Amendments to the MPS are not routine undertakings and Council is under no obligation to consider such requests. Amendments should only be considered when there is reason to believe that there has been a change in circumstances since the MPS was adopted or reviewed or where circumstances are significantly different situation than the Plan anticipated. Site specific MPS amendments and policy reviews should generally only be considered where circumstances related to policies of a MPS have changed significantly.

The Dean and Chapter have indicated that the south lawn portion of the property is not required for the support of the Cathedral building and that leasing this land would enable the church to; "create the income to maintain the structure and to enable additional outreach programs." Similar projects of this nature have occurred in other Canadian cities where portions of church properties have been utilized for other purposes. If this portion of the church property is no longer necessary for that purpose then this request meets the test that there has been a change in circumstances.

The Part III (District Analysis and Policy Recommendations) of Section V (South End) for this area indicates it contains a "broad mix of uses, which includes university, institutional, open space, commercial and residential uses". There was no discussion of this particular site as it was probably seen as an area that was not likely to change. The surrounding area contains a number of institutional buildings including the Bethune and Nova Scotia Rehabilitation Centre part of the QEII Health Sciences Centre. Across Tower Road from this site is Victoria Park. The proposed use and its scale appear compatible to buildings in the immediate area.

Staff supports the change in use of the south lawn property. The proposed mixed use commercial/residential use is suitable for the site and the area. The scale and density are much less than other developments in the immediate neighbourhood. Staff does not see any negative impacts on the area from this development and see the addition of more residences as positive for the area and the Halifax Peninsula.

Attachment "A" sets out proposed policies to enable consideration of a mixed use commercial/residential development for the south lawn of the Cathedral Church of All Saints by development agreement. Proposed Policy 7.5.6 enables the change to a "Residential-Commercial

Mix” designation on the Generalized Future Land Use Map and also directs that the P (Park and Institutional) Zone be maintained.

The proposed mixed use development will only be permitted by development agreement. The proposed policy will not change the as-of-right ability related to institutional uses. Policy 7.5.7 provides the primary policy criteria against which to evaluate the development agreement in both a general and specific sense and provide the general framework for the development. For example the commercial uses are to be on one floor and the types of uses are limited. The number of dwelling units has been limited to 50, although the present application is for 42 units. Some flexibility is provided in order to enable the internal design of the residential component to be altered slightly to accommodate smaller dwelling units if warranted.

Development Agreement Analysis: The following is an analysis of the development pursuant to the proposed policies 7.5.6 and 7.5.7.

Policy 7.5.6: Council may consider applications for a mixed use multiple residential and commercial building through development agreement. The property remains zoned P (Park and Institutional) Zone. The application meets this criteria.

Policy 7.5.7: Any development permitted pursuant to Policy 7.5.6 shall be compatible with the surrounding area especially the adjacent Cathedral Church of All Saints and Victoria Park and this shall be achieved by attention to a variety of factors for which conditions may be set out in the development agreement, such as but not limited to:

- a. ***The adequacy of the servicing available to the site:***
 - The site can be adequately serviced by sanitary sewer and domestic water.

- b. ***The scale, height and massing of the building, and the building shall not contain more than 50 dwelling units***
 - The current proposal is for 42 dwelling units, however, the proposed development agreement enables up to 50 dwelling units in order to provide flexibility in the mix of unit types which is consistent with the proposed policy.
 - The proposed density of 118 persons per acre is well below the maximum of density of 250 persons per acre which applies to this area.
 - In regards to height and massing, Table I shows how this project meets the development standards in the RC-3 (High Density-Residential/Minor Commercial) Zone. There is however a minor encroachment of the 80 degree angle control. The building has been designed to ensure that the Cathedral roof, as viewed from Tower Road, rises above that of the proposed building.

- c. ***Architectural design compatible with the adjacent building:***
 - The design is compatible with the adjacent Cathedral (see Tower Road section and elevation drawing, Attachment B).

- It was suggested at the public meeting that the design should facilitate viewing of the south side of the Cathedral by reducing the building footprint and possibly increasing building height. The applicant's architect indicates that based on the number of units proposed, this would result in the proposed roof line being above that of the Cathedral and would decrease the level of sunlight reaching the stained glass windows on the Cathedral's south side.

- d. ***Appropriate vehicle and pedestrian access and egress:***
 - Access to the underground parking will be from University Avenue.
 - Delivery access will be via a private access from College Street to enable deliveries without hindering vehicle movement on either Tower Road or University Avenue.
 - The landscape plan shows the required accesses to the commercial and residential entrances including the accessible ramps.

- e. ***Site landscaping and buffering:***
 - Provisions for landscaping and buffering are shown on the landscape plan in the Development Agreement. A courtyard area is to be developed between the Cathedral and the proposed building. A detailed landscape plan is required to be prepared and submitted prior to obtaining municipal permits.

- f. ***The location and amount of parking provided:***
 - The proposal provides for 65 parking spaces which exceeds the number required under the land use by-law. In addition, it is likely that some of the dwelling units will not require parking. The By-law does not require any parking for commercial uses.

- g. ***Building materials appropriate to the context:***
 - Materials to be used are to be similar to and complement the Cathedral.
 - The Dean and Chapter wish to use the same stone as the Cathedral.

- h. ***The commercial component shall be limited to the ground floor and the types of commercial shall be limited to uses which would be compatible with the residential component of the building and the adjacent church.***
 - The development agreement restricts commercial uses to the ground level and limits such uses to those identified in Section 2.4.3 of the agreement. This is more restrictive than what is permitted in the C-2A (Minor Commercial) Zone as shown in Attachment B. For example restaurants are not permitted.

BUDGET IMPLICATIONS

There are no budget implications.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN:

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

ALTERNATIVES

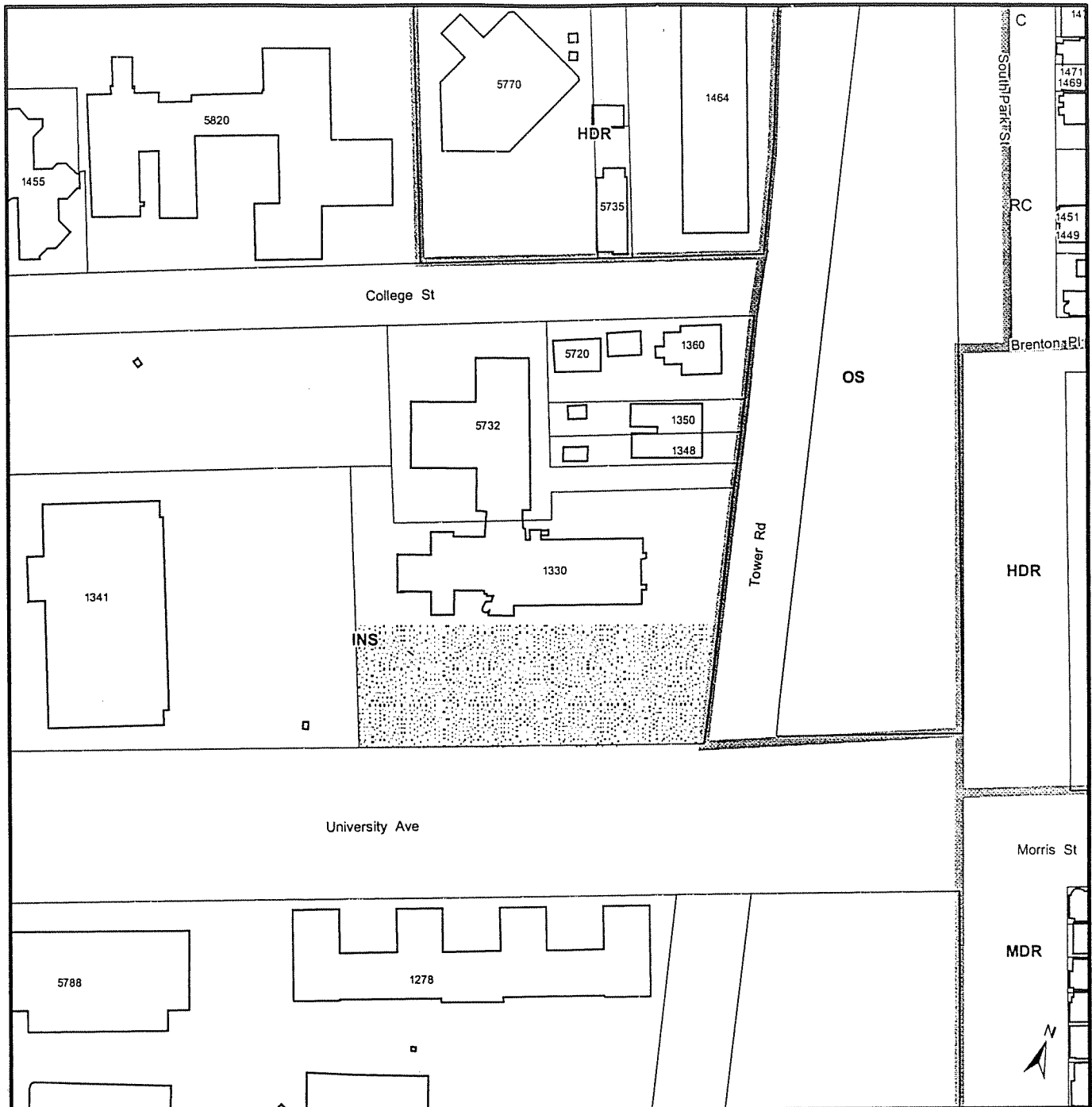
1. Council may choose to proceed with the requested amendment and the development agreement. This is recommended for reasons described above.
2. Refuse the requested amendment. This is not recommended for the reasons outlined above.

ATTACHMENTS

- Map 1: Proposed Generalized Future Land Use
Map 2: Zoning
Table 1: Comparison of building proposed for South Lawn to the as of right provisions of the land use bylaw.
Attachment A: Proposed amendments to the Halifax MPS and Land Use By-Law
Attachment B: Proposed development agreement and schedules
Attachment C: Notes from September 17, 2003 public meeting
Attachment D: Extracts from the Halifax MPS and Land Use Bylaw

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


Report Prepared by: Angus E. Schaffenburg, Planner II, 490-4495



Map 1 - Generalized Future Land Use

Corner of University Avenue and Tower Road
Halifax

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES

 Area of interest

Designation

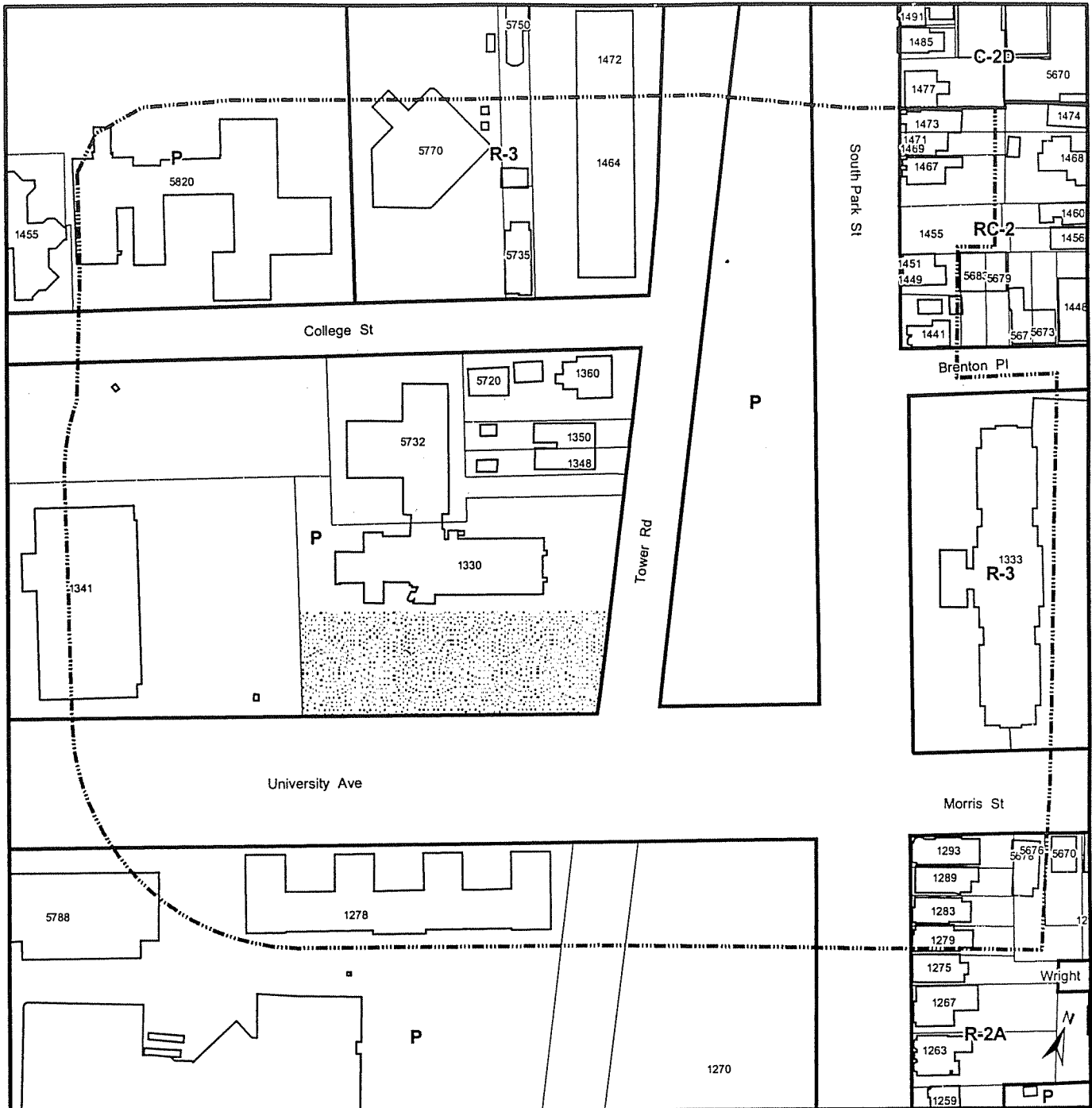
- HDR High Density Residential
- RC Residential Commercial Mix
- INS Institutional
- OS Open Space



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



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

Halifax Plan Area



Map 2 - Location and Zoning

Corner of University Avenue and Tower Road
Halifax

-  Area of interest
-  Area of notification

Zone
 R-3 Multiple Dwelling
 P Park and Institutional

Halifax Peninsula By-Law Area



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

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

Table I
Comparison of building proposed for South Lawn to the as-of-right provisions of RC-3
(High Density-Residential/Minor Commercial) Zone

Item	Required ¹	Provided	Comment
Lot frontage	90 feet	296 feet (University)	meets bylaw
Lot area	8100 square feet	30,828 square feet	meets bylaw
Density	250 persons per acre	118 persons per acre	meets bylaw
Open space (at grade)	10,680 square feet	14,400 square feet	meets bylaw
Open space (total) ²	12,720 square feet	14,400 square feet	meets bylaw
Parking	36	65	meets bylaw
Setback University Avenue	0 feet	8 feet minimum	meets bylaw
Setback Tower Road	0 feet	14 feet minimum	meets bylaw
Setback West	10 feet	20 feet	meets bylaw
Setback North	10 feet	20 feet	meets bylaw

Angle controls

	Comment
Tower Road (front)	meets bylaw
University Avenue (south)	meets bylaw
Rehabilitation Centre (rear)	minor encroachment of 80 degree angle control
Church (north)	meets bylaw

¹ All are minimum requirements except density which is a maximum permitted.

² Includes landscaped open space at grade.

**Attachment A: Proposed Amendments to the Halifax Municipal Planning Strategy and
Land Use By-Law (Peninsula Area)**

1. Add Policies 7.5.6 and 7.5.7 immediately after Policy 7.5.5 of District V, South End, Halifax Municipal Planning Strategy:

Policy 7.5.6: The property known as the south lawn of the Cathedral Church of All Saints, Tower Road shall be designated "Residential-Commercial Mix" on the Generalized Future Land Use Map. The property shall remain zoned as a park and institutional zone. Council may consider applications for a mixed use multiple residential and commercial building through development agreement.

Policy 7.5.7 : Any development permitted pursuant to Policy 7.5.6 shall be compatible with the surrounding area especially the adjacent Cathedral Church of All Saints and Victoria Park and this shall be achieved by attention to a variety of factors for which conditions may be set out in the development agreement, such as but not limited to:

- a. The adequacy of the servicing available to the site;
- b. The scale, height and massing of the building and the building shall not contain more than 50 dwelling units;
- c. Architectural design compatible with the adjacent building;
- d. Appropriate vehicle and pedestrian access and egress;
- e. Site landscaping and buffering;
- f. The location and amount of parking provided;
- g. Building materials appropriate to the context;
- h. The commercial component shall be limited to the ground floor and the types of commercial shall be limited to uses which would be compatible with the residential component of the building and the adjacent church.

2. Amend the South End Generalized Future Land Use Map by redesignating the South Lawn of the Cathedral Church of All Saints from "Institutional" to "Residential-Commercial Mix" on the Generalized Future Land Use Map as shown on Map 1.

Land Use Bylaw (Peninsula Area)

1. Amend Section 94(1) South-End Development Agreements by adding the following subsection 94 (1) (p):

"permit a mixed use commercial and multiple residential building in accordance with Policies 7.5.6 and 7.5.7"

Appendix B

THIS AGREEMENT made this day of , 2004,

BETWEEN:

(Dean and Chapter)
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on Tower Road at University Avenue, Halifax and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow a commercial and residential building on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law (Peninsula Area) for Halifax;

AND WHEREAS the Peninsula Community Council approved this request at a meeting held on 2004, referenced as Municipal Case Number 00564;

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 The Developer agrees that the Lands shall be subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of the Halifax Land Use Bylaw (Peninsula Area), as may be amended from time to time.

- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Halifax, as may be amended from time to time.
- 1.4 Pursuant to Section 1.2 and 1.3, 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 and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.5 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.6 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer.
- 1.7 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop and use the Lands in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the following Schedules to this Agreement:

Schedule "A"	Legal Description of the Lands of Dean and Chapter
Schedule "B"	Site Plan
Schedule "C"	Section/Elevation Tower Road
Schedule "D"	South Elevation University Avenue
Schedule "E"	East Elevation Tower Road
Schedule "F"	North Elevation
Schedule "G"	West Elevation
Schedule "H"	Parking Level
Schedule "I"	Commercial Level
Schedule "J"	Typical floors 2 and 3
Schedule "K"	Loft Level
Schedule "L"	Landscape Design Concept Plan

2.2 The proposed lands (now known as Parcel DC-1) may be subdivided from the existing lot notwithstanding that the All Saints Cathedral will not meet all of the R-3 angle controls.

2.2 Permitted Uses

The use of the Lands permitted by this Agreement shall include a multi unit residential building with commercial uses on the main level and passive private open space.

2.3 Parkland

The Developer shall provide a contribution of 5 percent of the value of the subdivided parcel and this shall be placed in an account managed by Real Property and Asset Management to be used for upgrading of Victoria Park.

2.4 Building Design

2.4.1 The Developer shall construct a building on the Lands, which, in the opinion of the Development Officer, is substantially in conformance with the Schedules to this agreement, including its location, size, height, and architectural design including facade features and type of exterior materials. The building material shall adhere to the following table:

GROUND FLOOR	Architectural precast of colour and detail to present a sandstone appearance or stone tile to present a sandstone appearance or shouldice simulated stone - sandstone appearance
UPPER WALLS	The same stone as the Cathedral or stone tile of granite colour and coursing with a range of colours to match the Cathedral's south wall or shouldice simulated stone of granite colour and coursing with range of colours to match the Cathedral's south walls.
WINDOWS	Vinyl with clear glass with the option for painted wood trim
ROOFING	Simulated slate

2.4.2 In addition the Developer agrees that the building constructed on the Lands shall comply with the following:

- a) The number of residential floors shall not exceed three;
- b) The total number of units shall not be greater than 50;
- c) One floor of commercial uses shall be permitted and located at or about street grade level.

2.4.3 The following commercial uses shall be permitted:

1. Offices;
2. Bank and other financial institutions;
3. Medical services without limitation including, for example, physiotherapists and medical doctors; and
4. Community facilities;

2.4.4 Solid Waste Facilities: The building shall include designated space in the basement floor level 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 in consultation with the General Manager of Solid Waste Resources.

2.4.5 Variations to Residential Units: The Development Officer may approve variations to the type and number of residential units, provided that the overall population density does not exceed 250 persons per acre, the total number of dwelling units does not exceed 50, and that the design is substantially in conformance with the Schedules.

2.5 Parking and Circulation

2.5.1 The number and layout of parking spaces on the Lands shall be as generally illustrated on the Schedules.

2.5.2 All driveways and circulation aisles shall be asphalt or concrete.

2.5.3 The access to the underground parking will be permitted off University Avenue and is to provide for two way vehicle access simultaneously. The driveway access is to meet the requirements of By-Law S-300.

2.6 Streets and Municipal Services

2.6.1 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 street intersection improvements, sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities, as generally illustrated by the Schedules attached hereto. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies and regulations of HRM and other approval agencies, except as provide for herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.

2.6.2 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, 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.

- 2.6.3 Pursuant to this Section (Section 2.6), no occupancy permit shall be issued for any building on the Lands until all street improvements, municipal servicing systems and utilities have been completed, except that the occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 120 per cent of the estimated cost of completion, as provided by the Developer, of all outstanding work. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality.

2.7 Landscaping and Site Design

- 2.7.1 The Developer shall submit a detailed landscape plan, prepared and sealed by a Landscape Architect in good standing in the Atlantic Provinces Association of Landscape Architects to the Development Officer for approval as part of the Development Permit application. The landscape plan shall include, as a minimum, planting as identified in this agreement. The intent of the landscaping is to provide a buffer and/or screening between the building and adjacent properties as well as for aesthetic enhancement. The goal is also to maintain as much of the natural landscape and vegetation as can be reasonably achieved.
- 2.7.2 The Developer shall ensure that all soft landscape areas are to be sodded and the sod is to conform to the Canadian Nursery Sod Growers' Specifications. The Developer shall ensure that all plant material is to conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards.
- 2.7.3 Propane tanks and electrical transformers shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls and/or suitable landscaping and shall not be permitted in any yards adjacent to Tower Road or University Avenue.
- 2.7.4 Electrical power, telephone, cable and similar utilities shall be brought underground to the building.
- 2.7.5 No occupancy permit shall be issued for any building until such time as the landscaping has been completed provided however that an occupancy permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost, as provided by the Developer, to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer.

2.8 Signage

2.8.1 Signage shall be as permitted in the Halifax Land Use Bylaw (Peninsula Area) in accordance with the C-2A Zone for any commercial uses and the R-3 Multiple Dwelling Zone for residential uses. No mobile signs shall be permitted.

2.9 Building and Site Lighting

2.9.1 Lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties.

2.9.2 No occupancy permit shall be issued for any building until such time as the lighting has been completed. An occupancy permit may be issued, however, provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost, as provided by the Developer, to complete the lighting. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer.

2.10 Maintenance

2.10.1 The Developer shall maintain and keep in good repair all portions of the development and Lands, including but not limited to, the interior and exterior of the buildings, retaining walls and fencing, lighting, walkways, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, and snow and ice removal on walkways, driveways and parking areas.

2.11 Environmental Matters

2.11.1 All environmental protection measures associated with the development of the Lands, shall generally comply with the Schedules to this Agreement and to any other measures as may be determined, at any time, by the Municipality or the Nova Scotia Department of Environment and Labour during construction.

2.11.2 Prior to the commencement of any site works on the Lands, the Developer shall submit a detailed Site Grading Plan. Such plan shall require the approval of the Development Officer, on the advice of the Development Engineer.

2.11.3 The Developer agrees that prior to the commencement of any work or associated off-site works, a detailed Site Disturbance Phasing Plan shall be submitted to the Development Officer, indicating the sequence of construction, the areas to be disturbed, and all proposed detailed erosion and sedimentation control measures and stormwater management measures to be put in place prior to and during development of that phase. The plans shall be reviewed

by, and require the approval of the Development Officer, on the advice of the Development Engineer and any other applicable agencies such as the Nova Scotia Department of Environment, prior to any site works being undertaken.

2.12 Occupancy Permit

2.12.1 No occupancy permit shall be issued for the building until all applicable infrastructure applicable to the Lands is complete, subject to Sections 2.6.3, 2.7.4, and 2.9.2.

PART 3: AMENDMENTS

3.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantial and may be amended by resolution of the Community Council:

- (A) The siting of the building
- (B) Building materials
- (C) Building Height

3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.

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

4.3 In the event that construction on the Lands has not commenced within 2 (two) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the pouring of the footings for the foundation.

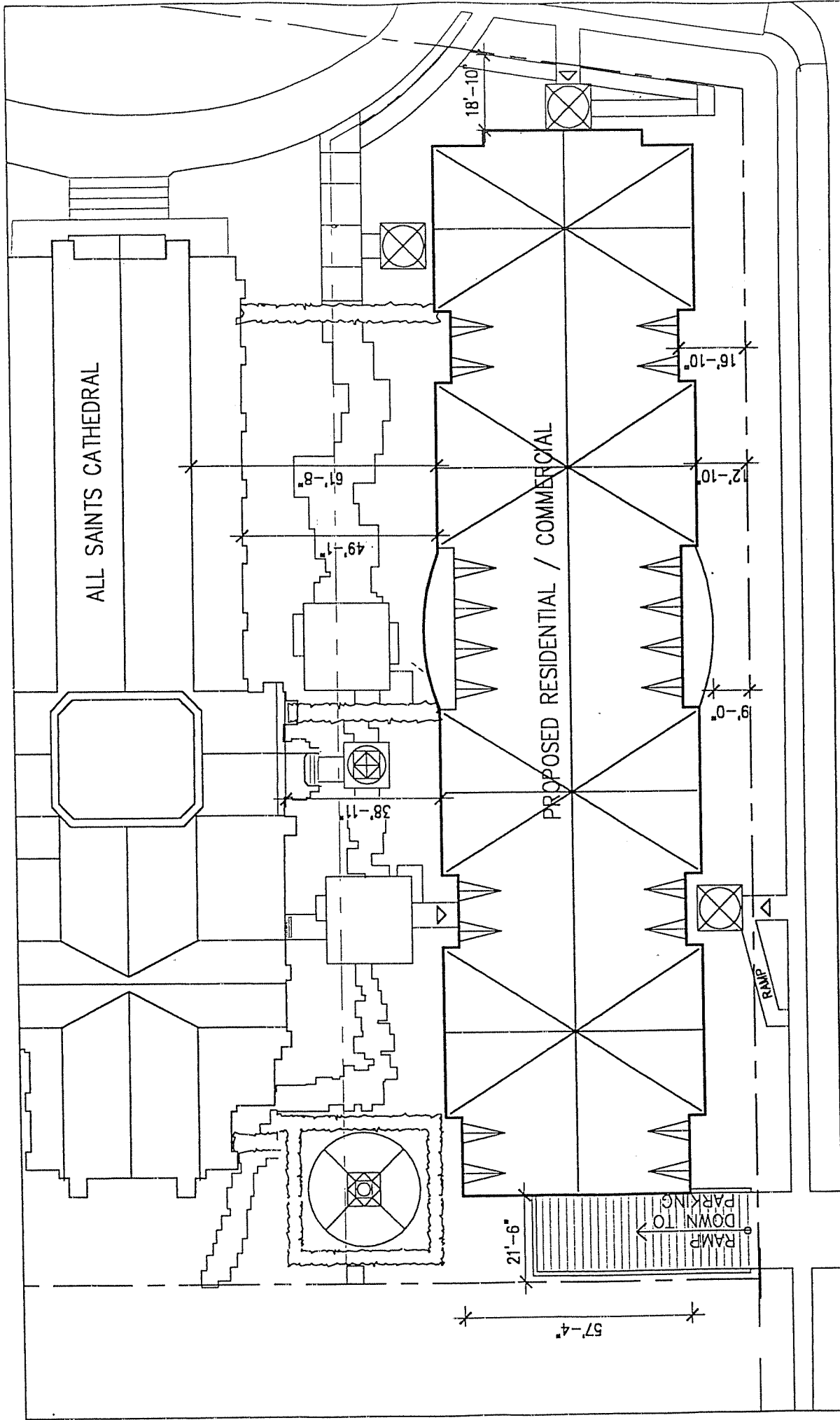
4.4 Upon the completion of all development on the Lands, or after 10 (ten) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;

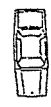
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

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



UNIVERSITY AVENUE



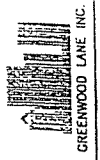
NOTES:
 1. THESE DRAWINGS ARE SCHEMATIC IN NATURE & SHALL NOT BE USED FOR CONSTRUCTION OR FOR BIDDING PURPOSES.
 2. THESE DRAWINGS SHALL NOT BE TRANSFERRED OR USED IN ANYWAY WITHOUT THE PERMISSION OF THE ARCHITECT

SCHEDULE "B"

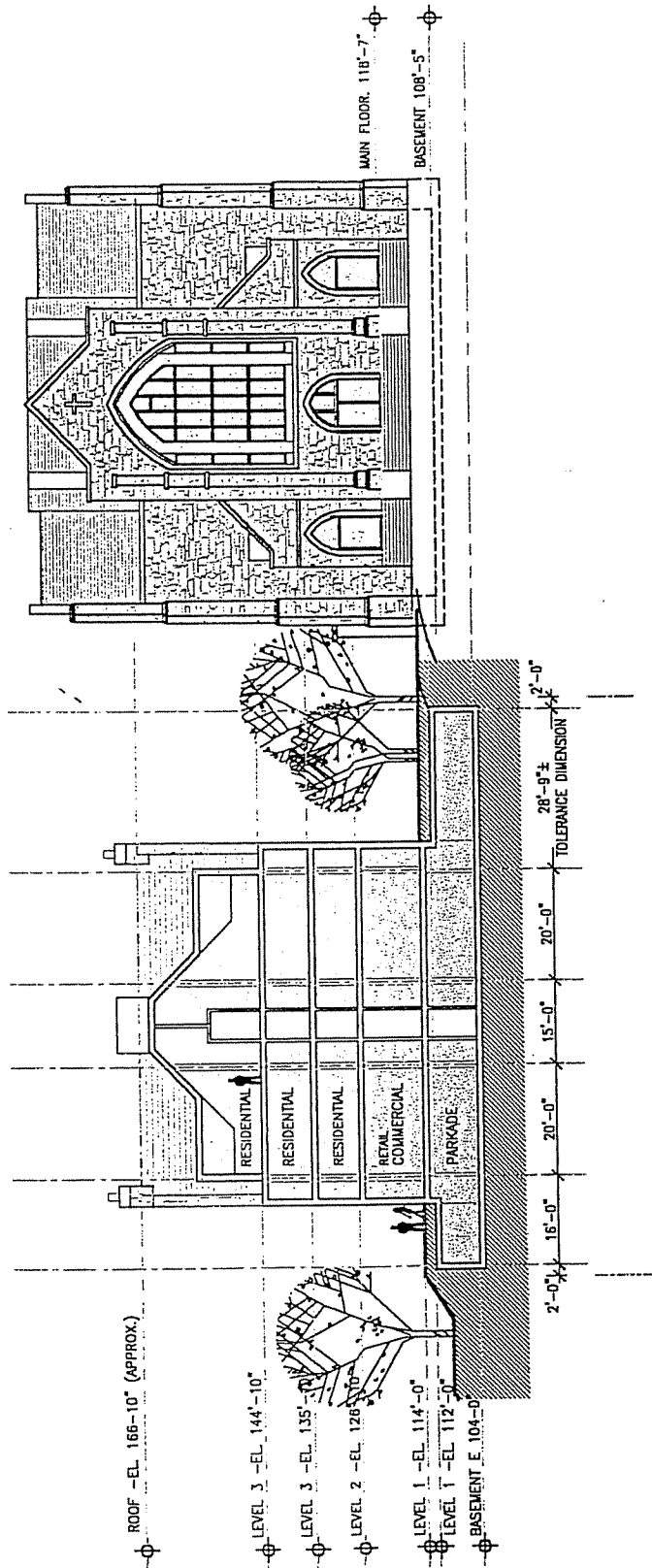
SITE PLAN

Duffus Romans Kundzins Rounsefell ARCHITECTS

30 OCTOBER 2003



GREENWOOD LAKE INC.

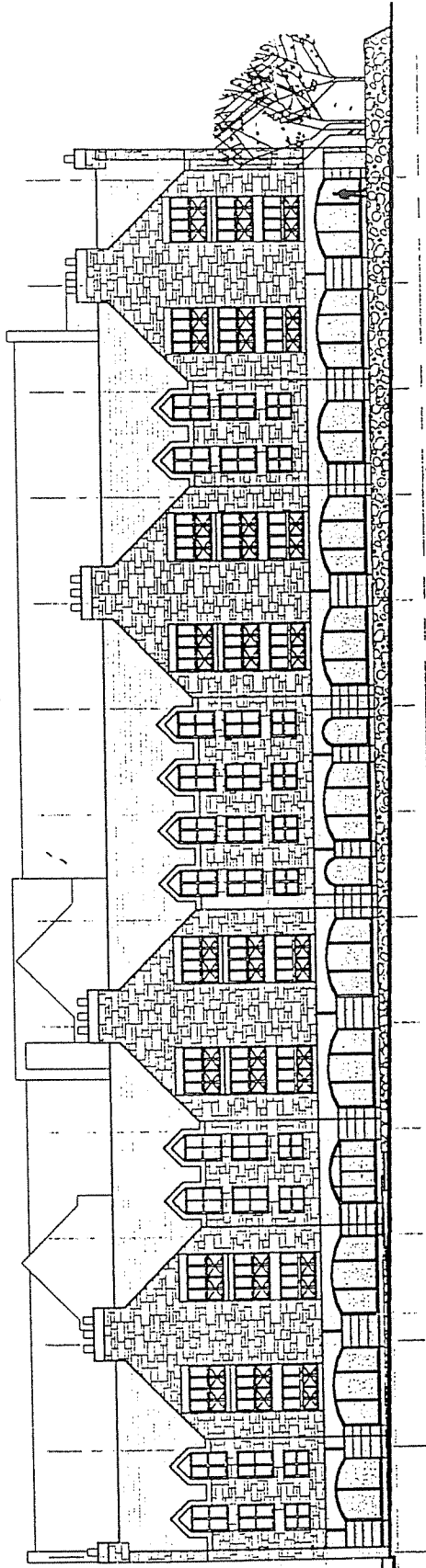


SCHEDULE "C"

SECTION / ELEVATION - TOWER ROAD

NOTES:
 1. THESE DRAWINGS ARE SCHEMATIC IN NATURE & SHALL NOT BE USED FOR CONSTRUCTION OR FOR BIDDING PURPOSES.
 2. THESE DRAWINGS SHALL NOT BE TRANSFERRED OR USED IN ANYWAY WITHOUT THE PERMISSION OF THE ARCHITECT





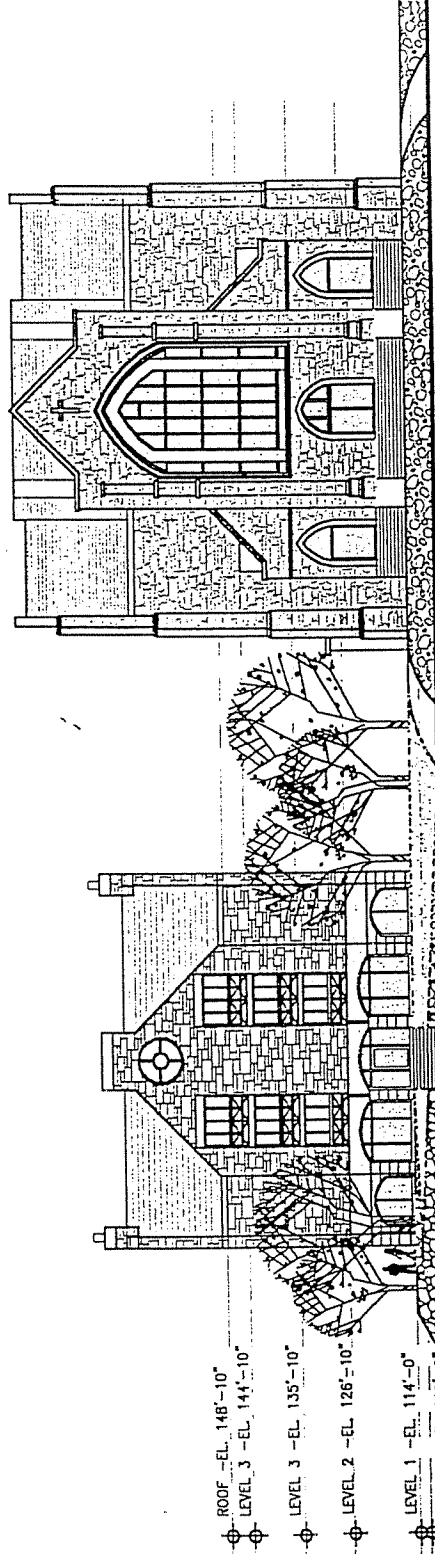
- ROOF - EL. 148'-10"
- LEVEL 3 - EL. 144'-10"
- LEVEL 2 - EL. 135'-10"
- LEVEL 1 - EL. 126'-10"
- LEVEL 1 - EL. 114'-0"
- LEVEL 1 - EL. 112'-0"
- BASEMENT E. 104'-0"

SCHEDULE "D"

SOUTH ELEVATION - UNIVERSITY AVENUE

NOTES:
 1. THESE DRAWINGS ARE SCHEMATIC IN NATURE & SHALL NOT BE USED FOR CONSTRUCTION OR FOR BIDDING PURPOSES.
 2. THESE DRAWINGS SHALL NOT BE TRANSFERRED OR USED IN ANYWAY WITHOUT THE PERMISSION OF THE ARCHITECT



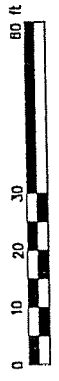


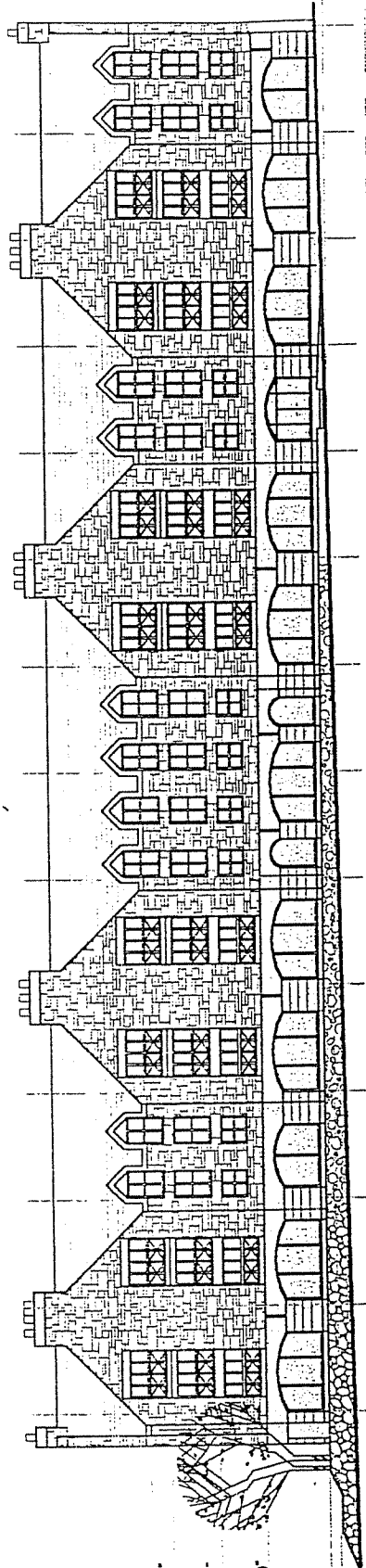
- ROOF - EL. 148'-10"
- LEVEL 3 - EL. 141'-10"
- LEVEL 3 - EL. 135'-10"
- LEVEL 2 - EL. 128'-10"
- LEVEL 1 - EL. 114'-0"
- LEVEL 1 - EL. 112'-0"
- BASEMENT E. 104'-0"

SCHEDULE "E"

EAST ELEVATION - TOWER ROAD

NOTES:
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 2. THESE DRAWINGS SHALL NOT BE TRANSFERRED OR USED IN ANYWAY WITHOUT THE PERMISSION OF THE ARCHITECT





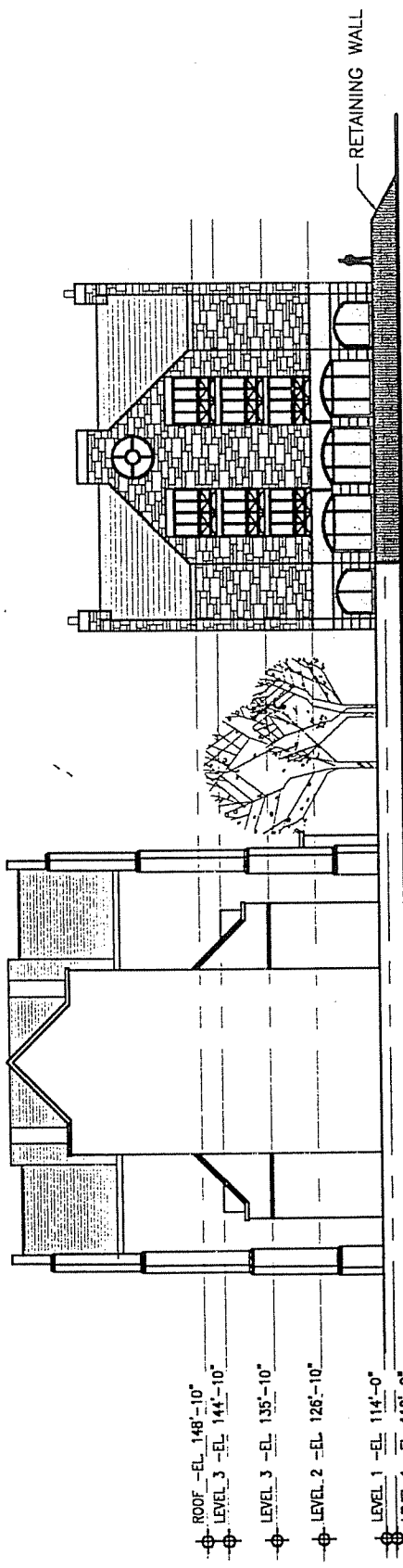
- ROOF - EL. 148'-10"
- LEVEL 3 - EL. 144'-10"
- LEVEL 3 - EL. 135'-10"
- LEVEL 2 - EL. 126'-10"
- LEVEL 1 - EL. 114'-0"
- LEVEL 1 - EL. 112'-0"
- BASEMENT E. 104'-0"

SCHEDULE "F"

NORTH ELEVATION - FACING CHURCH

NOTES:
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ROOF -EL 148'-10"
 LEVEL 3 -EL 144'-10"
 LEVEL 3 -EL 135'-10"
 LEVEL 2 -EL 126'-10"
 LEVEL 1 -EL 114'-0"
 LEVEL 1 -EL 112'-0"
 BASEMENT E. 104'-0"

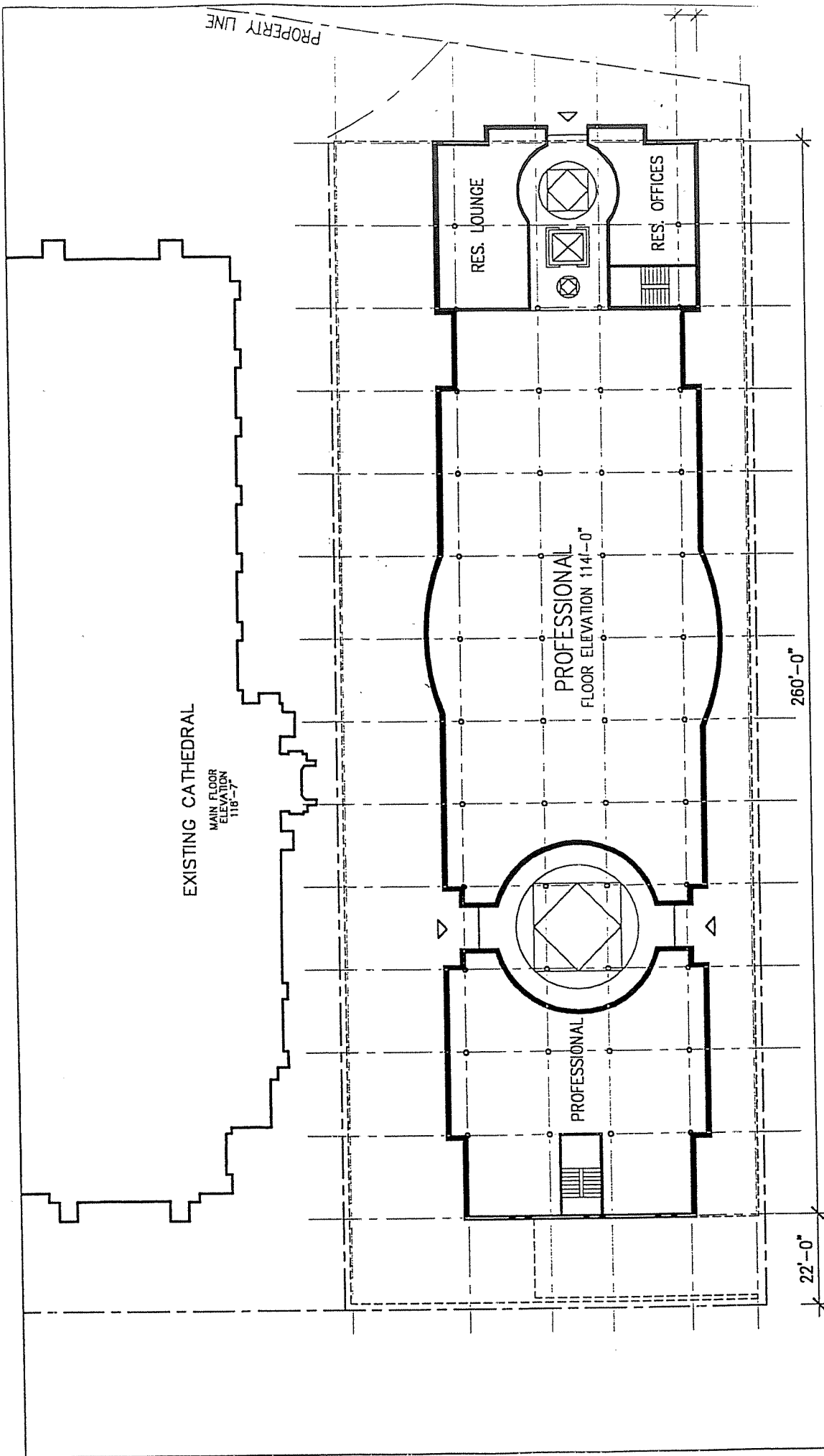
RETAINING WALL

SCHEDULE "G"

WEST ELEVATION - FACING REHAB BUILDING

- NOTES:
1. THESE DRAWINGS ARE SCHEMATIC IN NATURE & SHALL NOT BE USED FOR CONSTRUCTION OR FOR BIDDING PURPOSES.
 2. THESE DRAWINGS SHALL NOT BE TRANSFERRED OR USED IN ANYWAY WITHOUT THE PERMISSION OF THE ARCHITECT





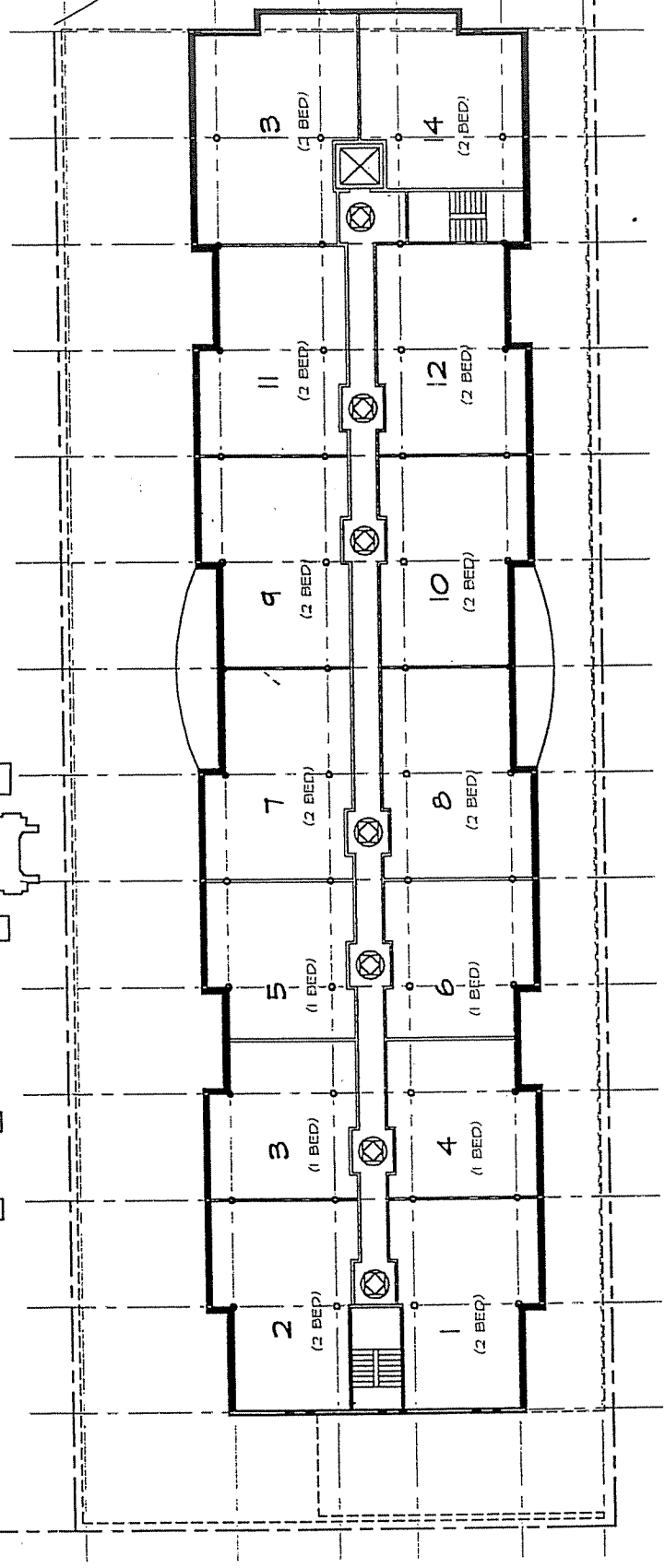
SCHEDULE "I"

COMMERCIAL LEVEL

- NOTES:
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PROPERTY LINE

EXISTING CATHEDRAL

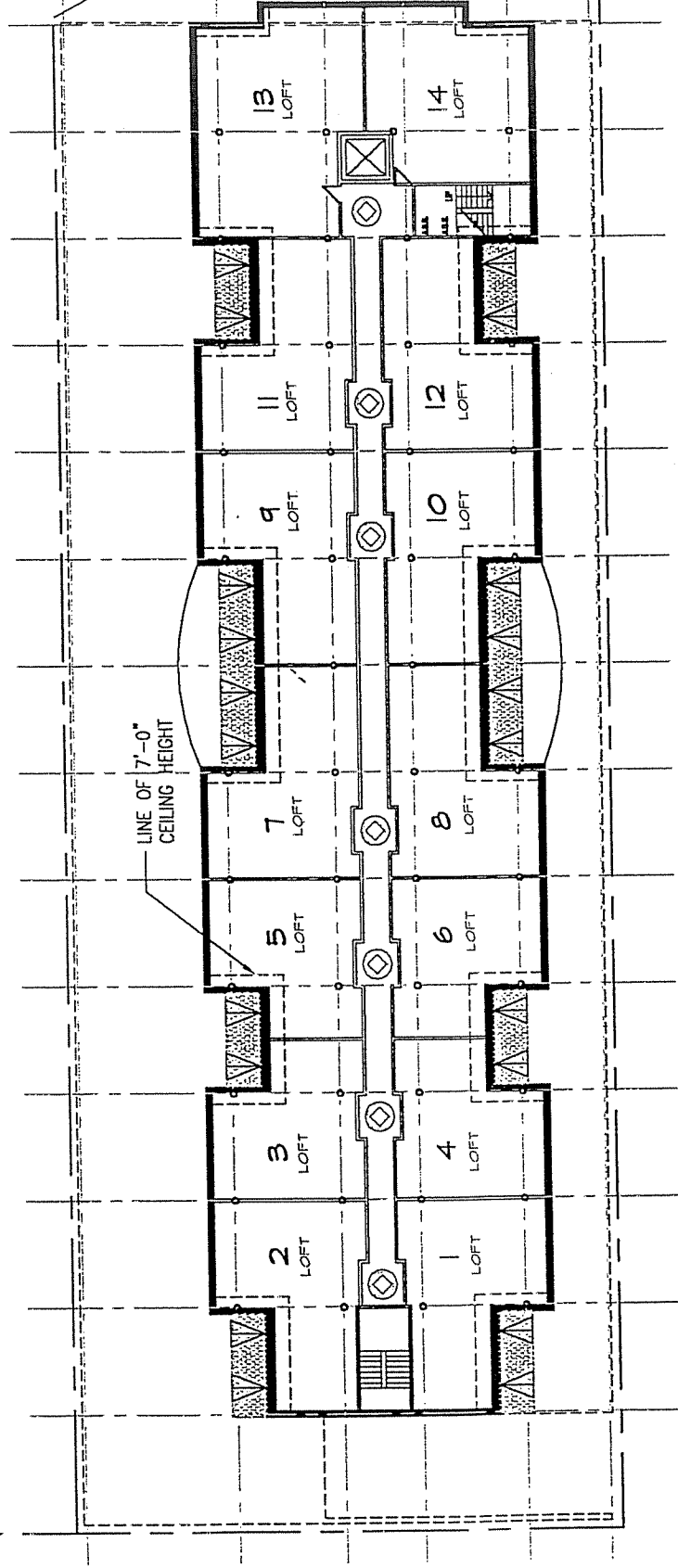


SCHEDULE "J"

TYPICAL FLOORS 2 AND 3

- NOTES:
1. THESE DRAWINGS ARE SCHEMATIC IN NATURE & SHALL NOT BE USED FOR CONSTRUCTION OR FOR BIDDING PURPOSES.
 2. THESE DRAWINGS SHALL NOT BE TRANSFERRED OR USED IN ANYWAY WITHOUT THE PERMISSION OF THE ARCHITECT

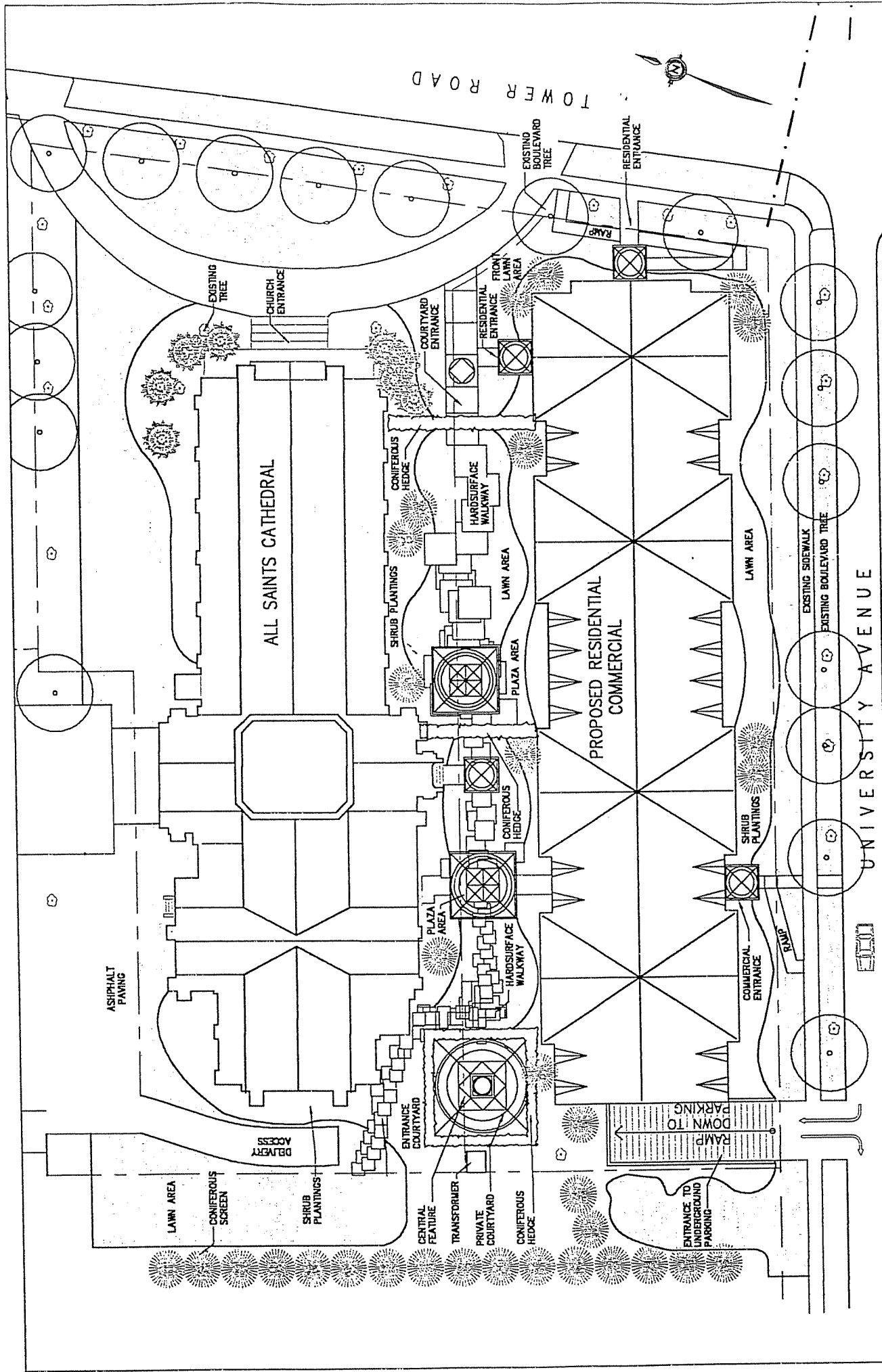
PROPERTY LINE



SCHEDULE "K"

LOFT LEVEL

- NOTES:
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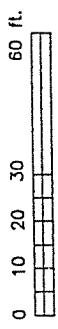


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2. THESE DRAWINGS SHALL NOT BE TRANSFERRED OR USED IN ANYWAY WITHOUT THE PERMISSION OF THE ARCHITECT
3. LANDSCAPING LOCATED NORTH OF THE CHURCHES SOUTH FACE IS NOT IN THE CONTRACT.
4. THE LANDSCAPING BUFFER ALONG THE WEST PROPERTY LINE IS SUBJECT TO NEGOTIATION WITH THE NOVA SCOTIA REHABILITATION CENTRE.

SCHEDULE "L"

LANDSCAPE DESIGN CONCEPT PLAN



Duffus Romans Kundzins Rounsefell ARCHITECTS

CRCLIMIT
Consulting Engineers
NO NOT CERTED

30 OCTOBER 2003

GREENWOOD LANE INC.

Attachment C
Public Information Meeting Minutes
Case 00564
September 17, 2003

In attendance: Councillor Sloane
Angus Schaffenburg, Planner
Gail Harnish, Planning & Development Services
Roy Willwerth, Architect, Duffus Romans
David Zareski
Robert Power, Member of the Dean and Chapter of the Cathedral
Church of All Saints

Mr. Angus Schaffenburg called the public information meeting to order at approximately 7:00 p.m. at the Cathedral Church of All Saints, University Avenue and Tower Road, Halifax. The purpose of the meeting is to discuss the proposed development on the south lawn of the Cathedral. Tonight is an information meeting and an opportunity for people to give their perspective and views on the policies that have been proposed for the development and to tell us about any issues or anything they want to see as part of the development.

Mr. Schaffenburg advised there are two components: an amendment to the municipal planning strategy (MPS) is necessary and a development agreement is necessary. Peninsula Community Council has jurisdiction over the development agreement and Regional Council has jurisdiction for MPS amendments. It will be a joint public hearing held by Regional Council and Peninsula Community Council in the Council Chambers at City Hall.

Mr. Schaffenburg referenced the initial staff report to Regional Council which is available as well as a copy of the draft site specific policy for the south lot. The policy would allow the development to proceed by development agreement. Within the policy it sets out the criteria that Community Council would have to look at in evaluating the development proposal.

Mr. Schaffenburg asked whether there were questions on the process.

Ms. Susan Crawford indicated she was told this was a "done deal" and questioned whether this meeting was just a formality.

Mr. Schaffenburg responded it is not a formality and also the developer did not think so. It must go through the public process. What you see tonight is the proposal by the applicant and clearly it is here tonight for public comment, review and suggestions. The suggestions can be in the range of "I don't think they should amend the MPS", "the property should stay as it is"; "I like the proposal"; "I like what is being shown"; and "I'm not sure about some of the materials being used".

Mr. Schaffenburg explained that it would be a joint public hearing held at Regional Council and it would be to hear the MPS amendment which relates to the site specific plan amendment as well as

the development agreement. The plan amendment would be sent to Service Nova Scotia for review. Once it becomes effective, Peninsula Community Council could approve the development agreement.

Councillor Sloane noted that the joint public hearing is held during a regular Council session at 6:00 p.m. and it will be advertised.

Mr. Schaffenburg further explained that there is a requirement to place two notices in the local newspaper at least fourteen days before the public hearing. Staff will also notify people on the mailing list.

Ms. Myrna Slater, member of the church, questioned what was being decided this evening.

Mr. Schaffenburg responded that no decisions would be made tonight. This is an opportunity for planning staff and the developer to hear what the public views are on this project. Following this meeting, staff will write a report which will go to Peninsula Community and then onto Regional Council for a public hearing. When the report has been tabled with Community Council, it becomes a public document and copies are available to members of the public. The notes from this meeting will become part of the staff report. If there are any issues raised tonight, he would try to address them in the staff report. For instance, if there are issues related to architectural style, he would ask the applicant to address those and they would become part of the discussion.

Ms. Marion Greenham questioned what the timeframe would be for the public hearing.

Mr. Schaffenburg responded it would be a number of months. Perhaps the report would be ready for the November or December meeting of Peninsula Community Council.

Mr. Robert Power indicated he was a member of the Dean and Chapter of the Cathedral Church of All Saints, which was responsible for major decisions in terms of the church in the Diocese of Nova Scotia and Prince Edward Island. A couple of years ago, the Chapter invited proposals from developers for the south lawn. They are in the position where, as the years go on, it is very expensive to maintain and do a lot of major restoration work that has been needed in this Cathedral Church. They studied the proposals and recommended one of them to the Dean and Chapter as a proposal they would like to seriously look at. They established a South Lawn Project Committee and met for a number of months with the developer to look at the possibilities of what they might do in terms of use of this considerable piece of land in terms of generating income. They have reached the point this evening where they have drawings and would like as much input as possible. They have had a meeting with the congregation and received feedback from them.

Mr. Roy Willwerth, architect with Duffus Romans, indicated the project is proposed for the south lawn. Because of the nature of the site, they felt it was important to plan a building that reflected the nature and the proportions of the site. Referencing drawings, he presented the proposal, noting:

- On the main floor is some commercial space, probably health care related and something to do with the hospital.
- Above the commercial space, the plan shows three floors of residential units with 14 apartments on each floor for a total of about 42 two-bedroom units.
- The overall project is essentially four storeys high.
- Beneath the lawn level is a level of parking so all the parking associated with the project is located underground and out of sight. There is some additional parking at that level to accommodate tenants, perhaps in the commercial space. They are not anticipating that anyone in this building will be looking for parking on the street.
- The principle entrance to the apartment portion of the project is off Tower Road and the principle entrance to the professional space or the commercial space is off University Avenue. There could be a south entrance off the landscaped area but essentially they are anticipating the central entrance in the center of the building.
- In terms of access for the parking, they placed it at the western end of the site off University Avenue adjacent to the parking area of the rehabilitation centre. They tried to bring the car activity to one spot for this whole block which keeps cars off Tower Road in terms of vehicular image.
- Above the professional space, the plan shows fourteen 2-bedroom units off a central corridor. By making the building long, they are able to take full advantage of the length of the site. It runs in proportion of the church with central entrances. The top floor also has fourteen 2-bedroom units which will be planned more in a loft configuration which gives them more opportunity to have a variety of apartment plans. The top floor will also have sloped ceilings and dormer windows.
- Underground is the parking level which will accommodate approximately 60-65 vehicles. There will also be additional storage there for apartment units.
- In terms of the appearance of the building, they will be fabricating the appearance of the church, in a sense treating the mass of the building very much like an English manor house. There will be a central entrance so that the rhythm is okay.
- There will be a stonelike base to the building which suggests sandstone and for that they will probably go with architectural precast or a fabricated stone material.
- For the roofing material they are looking at a manufactured product which replicates what is there and will look like slate. It is made of recycled materials.
- A great deal of attention has been paid to the surrounding landscape of the project and in particular the space between the church and the apartment building.

It was questioned how much space there is between the church and the building.

Mr. Willwerth responded that at the closest point it is 40'. From the stained glass windows to the building it is probably 60-65'.

It was questioned how much the church would have to maintain and how much the proposed building would have to maintain. Mr. Willwerth responded that the lease negotiations have been left in the hands of the lawyer. Mr. Zarenski indicated that the portion of the lands encroached by their building would be maintained by the developer - the area from the church over.

An individual commented they were impressed that the building would be in the style of a chapter house in the traditional English manor house. As someone who works in the building, he was concerned they presently do not have green space they can occupy as people working within the building. He understood that the courtyard would be accessible to people coming in from the Cathedral so that the workers would have a place for the first time since 1910 to enjoy their lunch.

Mr. Willwerth referenced the hedge lines in the central space. They are trying to create a series of exterior rooms which fit between the apartment room and the Cathedral. They want to encourage the flow between the buildings. The real enjoyment of a building such as this is the texture of the walls. They will very much encourage this kind of walk through. Security becomes an issue so at night time there should be a security fence along here but during the day there would be a private space here (pointed out on map) which might be restricted largely to the occupants. He pointed out on the map two areas of public space. Members of the church could enjoy the outdoor spaces in the evening. The landscaping is a very important consideration.

An individual commented there was reference to "maybe". She expressed concern that they would be cutting down all those beautiful trees.

Mr. Willwerth indicated he said "could be" because the project cannot proceed until it goes through a very long process. The line of trees on the lawn itself located here (pointed out on map) would be lost. There is a second line of trees between the sidewalk and the curb. Those will remain as well as the line of trees on the other side of University Avenue. Unfortunately they cannot save the line of trees in that location.

Ms. Myrna Slater stated she was very impressed with all they have done and with the look of the building. If the proposed building does not go ahead, they will not have the church.

An individual living at 1350 Tower Road stated he would be most affected. Being an old University of Guelph person, along that particular street you will observe that some of the trees are stunted because they are overplanted and are being overshadowed by trees on the church property. Nothing will be cut on City property. The Bishop and Dean of the church already started planting trees. They also understood that you have to prune to make things grow and those other trees will grow even better because they will not be shadowed. Further, he loved the design and spoke in favour of the perpendicular architecture of this place. This is the first example of this type in this country.

An individual questioned whether the church was doing this because they needed the revenue, to which Mr. Schaffenburg responded yes.

The individual commented he talked to some of his neighbours over the past few days. They feel this area does not need any more apartment buildings or the traffic or noise associated with these units. He indicated they will be submitting a petition against the project. The South End is already overcrowded.

An individual stated a church should stay as a church.

An individual stated they think there is enough noise and confusion in this area. Also, there are heritage buildings in the area. They do not see the need for a low density residential project.

Ms. Susan Crawford said there is so much traffic already. They hear cars and sirens twenty-four hours a day. It is a very noisy neighbourhood. More buildings will mean more noise and light pollution. There are people who party all night.

Ms. Helen Ryding, Jubilee Road, member of the congregation, referenced the comment that a church should stick to being a church, and indicated they are hoping that if this project proceeds and there is money left over from maintaining this church that it will go towards the ministry. They are trying to use the talents they have to do God's work.

Ms. Marion Greenham, Spring Garden Road, commented she has been a member of the congregation since she was a little girl. The Cathedral has been having a terrible time keeping the Cathedral alive. They put on a new roof and you can see by the walls where the leaks have been. As a member of the congregation they have been approached and willing to pay to have these fixed, but they no longer have the ability to do this. The decay is growing faster than their ability to fix it. The proposed building is in keeping with the Cathedral. To her it is simply they either have the proposed building and attain some money to keep this Cathedral going or they do not have that building and they will not have the Cathedral because it will fall down. It is that bad.

Reference was made to having the ability to require the developer to build what is shown.

Mr. Schaffenburg indicated the development agreement has not been written but the policies that enable the development agreement would indicate the things that Council has to look at. The development agreement becomes binding on the land. There is usually provision in the development agreement that if the construction is not carried out properly, the Municipality has options with respect to the enforcement of the development agreement. There are legal remedies.

An individual commented they lived in the neighbourhood and was sorry the congregation is having a hard time. It is a matter of a generation of change and possibly a bit of Christian religion not being as great and consequently they are not able to maintain the fabric of the building, but was sure there are others that could. If this congregation cannot, perhaps another aspect of the Christian or another faith could take over the building and have good use of it and maintain it. There are lots of congregations and other faiths in this community who would probably make very good use of the building. Their trustees have a piece of their heritage which is the land on which this building sits. It is a pivotal part of the City and a wonderful resource and a beautiful green space. If it is not within their ability to maintain this building, then before they take the action they are proposing to allow this to be built on by a commercial enterprise, they should look for other ways to maintain it or allow others to take it over. To give up this piece of land would be a shame. This is a part of their heritage that should be maintained. He has not seen the plans but judging from what they have seen elsewhere in the City in recent times, he did not think what will be built will be anything that will justify the loss of this lovely space to the community. They have so much development in the area.

Park Victoria down the road took away a row of beautiful old houses. It is a shame and he hoped they would seriously think about it. Further, he hoped the City denied the proposal.

Dr. Ron Gilkie commented he was a retired structural engineering professor and did not think that people appreciated the cost of repairing the building and the lack of ability to maintain it. The building was shoddily built. The reason the central bell tower was not put up was because the builders decided the pillars would not hold it. It was clear from the beginning that the construction was sub-standard. Following the Halifax explosion, a group of engineers was brought in to evaluate the condition of the cathedral. Their recommendation was to demolish it and rebuild it. Unfortunately that did not happen.

Dr. Gilkie said they put \$1,000,000 into the building in the 1980's but the deterioration of the structure continues. He was chair of the Cathedral Property Committee for a number of years. They were spending about \$69,000 a year on maintenance to keep the building going. He went out of the country for a year and came back expecting to see the building in great shape, but it is as bad as when they started, even though another \$1,000,000 has been spent on restoration.

Dr. Gilkie stated that many people in this congregation are elderly. It may be a big Cathedral but they might have 500 households. If they are lucky they will get 300-400 households to contribute. Every time they do something they have to spend \$10,000-\$20,000. Changing a light bulb is quite an operation because scaffolding is often required. Everything they do costs a mint of money. The mortar is falling from between the stones. If you look at the windows, on the one side of the room they are completely encased in an enclosure. They are trying to keep those windows from falling apart which is costing thousands of dollars.

Dr. Gilkie indicated that one of the options was to abandon the building. He did not think that there are many churches wanting to take it over, considering the cost of maintenance of the structure. They are doing their best to maintain what they think is a beautiful building that is one which should have been taken down in 1918. It is important to emphasize that they are leasing the property to the developer, they will not be selling the property. It will always belong to the Cathedral.

Dr. Gilkie commented that he had lived in England for four years and felt that the spaces between the buildings of the colleges of Oxford were beautiful, similar to the space proposed between the development and the Cathedral. The architects are trying to make the proposed building blend in with the Cathedral. He did not buy the argument that when you put living space downtown, you increase traffic – you cut it down. It is better to have people living within walking distance of the downtown than to have them coming from Clayton Park by car.

Dr. Gilkie indicated that the more people they have living in the City, the more it will come alive. He grew up here and at one time you would not walk below Barrington Street at night but now you can spend an evening there because people are living there. The kind of people that will be able to afford these apartments will not be students. It will be a very high level place. There will be no pizza parlor. The development agreement has very strict control in terms of who will be in the building.

Mr. Blair Beed, 6467 Summer Street, stated he has taken an interest in Halifax for many years. In his Roman Catholic church, he thought they would soon be selling six buildings downtown. He noted the design is spread along the whole of the street to maximize the commercial percentage. He suggested that by stepping it back they could give an illusion of the tower at the back of this apartment building which would more likely create the Cathedral look.

Mr. Beed indicated there is no public space. Once you put the building there, the trees and the green is gone. He attended many meetings about the building on the waterfront and the people were told many times that they would use all stone and it would blend in with the Brewery Market, but then the developers changed it. He indicated he would continue to follow the progress of the proposal and asked that the materials of the building be put in writing, otherwise it is simply "is the building substantially what they said". He urged that anybody who is interested keep an eye on the project which will go ahead. He referred to St. Paul's Church where there was input. He urged that if the development proceeds that it not have the strip look of the mini plazas in Clayton Park and make it look like English College grounds. Most of those have more grass than this proposal.

Mr. Schaffenburg advised that the nature of the materials can be explicitly stated in the development agreement.

Ms. Judy Coockey, Dartmouth, member of congregation, stated her main concern was the historical value of the building. She loved this building and always loved walking up University Avenue and seeing the building from that side. She expressed concern that beautiful side of the building will no longer be seen by anybody that lives in that building and those using the space between the building. It is the location of the building. She understood they need the money. The church does not own the whole block. She suggested putting the building on the other side of the block. All you will see is a little bit of Tower Road which is not as pretty from that side. It is the location of the building that was her concern. She urged that they redesign it to open that side up a bit to allow the beauty of the building to be seen from that side of the street.

Glen, 1315 Tower Road, stated that was not possible as the church does not own that site. It is owned by the Diocese. There are separate deeds for all this property. To think that the Cathedral has the right to proceed on that site would be incorrect. There is only one partner on the site being discussed tonight.

John said he has lived in Nova Scotia since the time he was born and has been a member of parishes throughout Nova Scotia. It is a wonderful feeling to be a member of a parish. He felt that this is the mother church of the Diocese which is a feeling that is widely held across the Diocese of Nova Scotia and Prince Edward Island. This is the Diocese Church of Nova Scotia and Prince Edward Island for all the Anglicans in this Diocese.

An individual commented the issue is really not about the church's finances. The issue is whether the church and the City should be participating in a change to the zoning by-law when a number of the residents do not want it. It is unfortunate their finances are in bad shape but urged that they not make that their neighbour's problem. It would be pushing it "down their throats". He could not use

the excuse that he needed money to change the buildings he owned, so the church should be no different. The issue is why should they be able to change the zoning by-law when the neighbours across the street are not in favour of this. It is unfortunate that they need the money, but it is not their fault.

Councillor Sloane thanked everyone for coming this evening. It is nice to hear the comments and to receive feedback. She encouraged that members of the public sign the sign-up sheet.

The meeting adjourned at approximately 8:05 p.m.

Attachment D

Extracts from the Municipal Planning Strategy and the Peninsula Land Use Bylaw

Section II

1. ECONOMIC DEVELOPMENT

Objective The development of the City as a major business, cultural, government, and institutional centre of Atlantic Canada, while enhancing its image as a place to live and work.

1.2.2 In considering new development regulations and changes to existing regulations, and development applications, the City shall give consideration of any additional tax revenues or municipal costs that may be generated therefrom.

Section V: South End Plan

1. RESIDENTIAL ENVIRONMENTS

Objective The maintenance of the South End as vital inner-city neighbourhoods with a broad mix of family and non-family housing accommodation.

1.1 Residential neighbourhoods shall be maintained and expanded by encouraging retention and rehabilitation of existing structures and units and by permitting new stock through infill and complementary redevelopment.

1.1.1 Several forms of infill housing shall be encouraged by the City as appropriate to the diverse physical characteristics of the individual districts and neighbourhoods.

1.1.1.1 Forms of infill housing which shall be permitted in the South End include:

- (a) the interior conversion of existing structures;
- (b) additions to existing structures, either through infilling between existing structures or additions to the rear of existing structures;
- (c) building on vacant lots in the forms prescribed by this Section of the Plan;
and
- (d) low-rise housing within the densities prescribed by this Section of the Plan.

1.1.1.2 The Zoning Bylaw shall further define elements of scale, proportion, setback and use consistent with the policies of this Plan to ensure compatibility with the districts and neighbourhoods.

1.1.1.3 The Zoning Bylaw shall be amended to include height limitations for development in accordance with Policies 4.5.5, 7.2.2.1, 7.2.5.1, 7.5.2, 7.5.3, 7.5.4.1 and 7.8.2 and in accordance with the general intent for land-use control as defined by the policies of this Plan. Where there is not specific guidance by the policies of this Plan for specific height limitations, such limitations shall be included based on:

- (i) the forms of development and distribution of land uses identified on the Generalized Future Land Use Map (Map 2) of this Plan;
- (ii) the necessity to ensure that appropriate development of any given lot may be secured within the policies of this Plan; and
- (iii) to fulfill the policy intent that quality residential, commercial, institutional and industrial environments are maintained and encouraged without undue impact on adjacent land use.

1.1.2 Residential redevelopment shall be permitted in the areas designated pursuant to this Plan and may be encouraged elsewhere provided it is consistent with the policies of this Plan.

1.2 Residential uses should be buffered from non-residential uses which are inappropriate to a stable, healthy, enjoyable living environment.

1.3 The City shall encourage the retention and creation of family-type housing accommodation in the South End.

1.3.1 In order to achieve these purposes, the City does hereby request that the Halifax School Board not effect any complete school closures in the South End without prior consultation with the Council of the City of Halifax, in order that the Council may first ascertain whether such closures may work to the detriment of the retention and creation of family-oriented neighbourhoods, and the nature of any prudent actions the Council may seek to take or direct in furthering its Plan.

1.4.3 Areas shown as High-Density Residential on the Future Land Use Map (Map 2) of this Plan shall be regarded as primarily non-family residential areas.

1.4.3.1 In High-Density Residential areas the City shall amend its Zoning Bylaw to require a minimum of one family-type housing unit for every two non-family units in each building and the minimum size for such family units shall be 800 square feet.

1.4.3.2 Repealed.

- 1.4.3.3 The City shall review the open space, angle control and density requirements of the Zoning Bylaw, and shall consider such alternative control mechanisms as lot coverage, ratio of floor area to site area, and setback requirements for siting of apartment buildings, provided that the intents of this Plan will be furthered.
- 1.4.3.4 Pursuant to Policy 1.4.3.3 and within six months of the approval of this Plan, the City shall confirm or amend, as appropriate, such controls.
- 1.5 The City shall have regard for the servicing of residential areas by public transit and shall, as necessary, make appropriate representations to the Metropolitan Transit Corporation for the purposes of promoting efficient and sufficient service.

2. COMMERCIAL FACILITIES

Objective Provision for a variety of commercial uses in appropriate locations to serve the needs of the area and compatible with the needs of the City.

- 2.1 In the South End it is the City's intent to allow for neighbourhood shopping facilities and minor commercial facilities. Commercial uses shall not be encouraged other than in accordance with Part II, Sections II and III of the Municipal Development Plan.
- 2.2 Spot rezonings to permit neighbourhood shopping facilities pursuant to and consistent with Part II, Section II, Policy 3.1.1 of the Municipal Development Plan may be permitted.
- 2.2.1 Pursuant to Policies 2.1 and 2.2, the City shall amend its Zoning Bylaw to provide for a residential neighbourhood commercial zone which provides for a maximum of six residential units and one neighbourhood commercial use in any given development.
- 2.3 Minor-commercial uses shall be permitted in areas designated as "Commercial" or "Residential-Commercial Mix" on the Future Land Use Map (Map 2) of this Plan.
- 2.3.1 In areas designated as "Residential-Commercial Mix", the City shall permit the following uses:
- (i) residential uses;
 - (ii) in new buildings, residential uses with minor commercial uses occupying the ground floor, provided that the commercial uses have independent and direct access to the street; and
 - (iii) in existing buildings, minor commercial uses and a mix of minor commercial and residential uses.
- 2.3.2 In areas designated as "Residential-Commercial Mix", the City shall not require provision of family-type housing accommodation in any building.

- 2.4 Minor commercial uses shall be permitted only in the areas so designated in the Plan and expansion of those areas may be permitted only through amendment to this Plan.

4. INSTITUTIONS

Objective The encouragement of institutional uses in specified areas.

- 4.1 For the purposes of this Plan, the City shall consider institutional uses as including three types, as follows:
- (i) "Major Institutional Uses" serving primarily City-wide or regional needs;
 - (ii) "Local Institutional Uses" serving primarily the adjacent community; and
 - (iii) "Universities".
- 4.2 The City shall encourage existing institutional uses to remain in their present locations and shall encourage reuse of existing institutional areas where appropriate in preference to expanding areas where institutional uses may be permitted.
- 4.3 The development of major institutional uses shall be permitted in the areas designated "Institutional" on the Future Land Use Map (Map 2) of this Plan.
- 4.3.1 The City shall pay particular attention in major institutional areas to requirements for building scale, proportion and setback so as to ensure that compatibility with adjacent non-institutional areas is fostered.
- 4.4 Local institutional uses shall be permitted in areas designated "Commercial" or "Residential/Commercial" on the Future Land Use Map (Map 2) of this Plan.
- 4.5 "University" development shall be restricted to the areas designated for such uses on the Future Land Use Map (Map 2) of this Plan. The City shall amend its Zoning Bylaw to carry out the intent of this policy and Policies 4.5.1 and 4.5.2 below.
- 4.5.1 Where university development is proposed adjacent to residential areas, the City shall ensure that such development maintains the scale of residential development, and is compatible with the proportion, setback and building lines of residential development.

7.5 DISTRICT V

7.5.1 The City shall encourage continuation of the diversity of land uses currently located in District V, which include university, institutional, open space, commercial and residential uses.

7.5.2 In the area bounded by College Street, Summer Street, Spring Garden Road, and South Park Street, the City shall amend its Zoning Bylaw to establish height precincts to ensure the preservation of the character of the Public Gardens as an open space area.

7.5.2.1 The City may consider an application under the provisions of Section 33(2)(b) of the Planning Act for a development which would exceed the height precinct so established through Policy 7.5.2 above, and, in so doing, the City shall have regard for the amount of shadow cast on the Public Gardens and the potential negative impacts which may arise therefrom.

7.5.3 The City shall amend its Zoning Bylaw to require that new university development on Morris Street between Barrington and Queen Streets or Barrington Street between Morris Street and Spring Garden Road shall not exceed five storeys or 50 feet in height. In the remainder of the Technical University of Nova Scotia campus area, the Zoning Bylaw shall permit developments of up to 70 feet in height or seven storeys.

7.5.4 The City shall zone the parking lot at the southeast corner of Queen and Spring Garden Road in accordance with the "Residential-Commercial" land-use designation of this Plan, and shall permit the inclusion of university uses in the development of said parking lot under the provisions of Section 33(2)(b) of the Planning Act, provided that said uses do not exceed 20 percent of the gross square footage of the development, and provided that said uses are below any residential uses contained in a building.

7.5.4.1 The City shall, on said parking lot:

- (i) amend its Zoning Bylaw to permit a maximum building height of eight storeys or 70 feet;
- (ii) encourage the retention of mature trees; and
- (iii) amend its Zoning Bylaw to require that any new development be set back a minimum of 40 feet from the street line along Spring Garden Road.

7.5.5 Notwithstanding the residential/commercial designation at the intersection of Queen Street and Morris Street a residential/ commercial development may be considered only by development agreement which meets the following requirements:

- (a) The provisions of the high density residential/mixed commercial or the residential/minor commercial zones in respect to permitted uses, lot area, front and rear yards and parking;
- (b) Conditions sufficient to ensure to Council's satisfaction compatibility to adjacent residential uses and streetscapes in respect to scale and architectural design;
- (c) No development shall exceed 35 feet in height; and
- (d) Such other land use considerations as Council may deem necessary based on the policy guidance of this plan.

9. GENERALIZED FUTURE LAND USE MAP

- 9.1 The Generalized Future Land Use Map (Map 2) shall be considered as the expression of intent of the City of Halifax for a future land use pattern based on the policies outlined in this Plan.
- 9.2 The areas of future land use shown on the Generalized Future Land Use Map shall be determined primarily by the objectives and policies which correspond to the primary use shown. All other objectives and policies shall apply, as appropriate, but shall be subordinate to the primary objectives and policies.

Planning and Development Services- West End Office

MEMORANDUM

TO: Peninsula Community Council

FROM: Angus E. Schaffenburg, Planner II

DATE: November 7, 2003

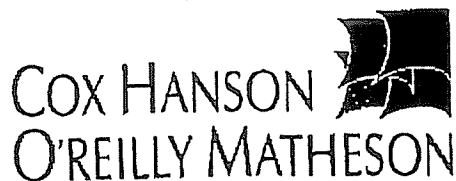
SUBJECT: **Case 00564: MPS and LUB Amendment and Development Agreement for South Lawn of All Saints at University Avenue and Tower Road**

Mr. Anthony L. Chapman, Q.C., acting for the Dean and Chapter, has requested some minor amendments (see Attachment A) to the draft development agreement attached to the staff report dated November 3, 2003. These were to: add a clause to allow improvements to Victoria Park as their parkland contribution; allow other equivalent cement products for the walls; add more examples of the types of medical services; and provide for the consideration of additional uses not listed in the agreement as a non-substantial amendment.

Staff has no problems with these suggested amendments. The amended proposed agreement (see Attachment B) shows the proposed changes in bold.

Attachment A: Letter of November 6, 2003 from Anthony L. Chapman, Q.C.
Attachment B: Revised development agreement

Attachment A:



1100 Purdy's Wharf Tower One
1959 Upper Water Street
Halifax, Nova Scotia, Canada

Correspondence
PO Box 2380 Stn Central RPO
Halifax NS B3J 3E5

Anthony L. Chapman, Q.C.
Barrister and Solicitor

Phone (902) 421-6262
Fax (902) 421-3130
Direct (902) 491-4106
achapman@coxhanson.ca

November 6, 2003

VIA FACSIMILE 490-4406

Halifax Regional Municipality
West End Mall (6960 Mumford Road)
PO Box 1749
Halifax, Nova Scotia B3J 3A5

**ATTENTION: Mr. Angus Schaffenburg,
Planner II**

Dear Mr. Schaffenburg:

RE: Case No. 00564: Cathedral Church of All Saints: South Lawn Project

Members of the committee met with David Zareski last night to review the draft Development Agreement. We are writing to request certain minor amendments to same to address concerns, and would ask you to review the requested amendments with Community Counsel at the meeting on Monday 10 November.

We have set out our requested amendments by reference to the applicable paragraph number of the Development Agreement, for your ease of reference.

2.3 Parkland

At our earlier meeting, we had discussed the possibility of the Developer providing services in kind to upgrade Victoria Park, in lieu of a cash contribution. The Developer would be interested in exploring with the municipal park representatives possible landscaping and other upgrading services for Victoria Park. We would accordingly ask that paragraph 2.3 be amended to read as follows:

The Developer shall either provide a contribution of 5% of the value of the subdivided parcel to be placed in an account managed by Real Property and Asset Management for use in upgrading Victoria Park, or shall provide construction and

Angus Schaffenburg
November 3, 2003
Page 2

landscaping services of equivalent value to upgrade Victoria Park.

2.4.1 Building Design

With regard to the building materials, "shouldice" is a brand name and there are various other products which we have reviewed with Greenwood Lane. We accordingly request that the section dealing with Upper Walls be amended to read as follows:

The same or similar stone as the Cathedral or stone tile of granite colour and coursing with a range of colours to match the Cathedral's south wall or shouldice simulated stone, cultured stone, or other cement manufactured simulated stone of granite colour and coursing with range of colours to match the Cathedral's south walls.

Please add to the "Windows" box the words "or wood with clear glass with painted wood trim."

2.4.3 Permitted Commercial Uses

Would you please amend subparagraph 3 to read as follows:

Medical services including without limitation services by medical doctors, dentists, optometrists, physiotherapists and other medical professionals together with the sale of associated medial supplies such as glasses, lenses, and orthopaedic devices.

Would you also please add a new subparagraph 5 to read as follows:

Accessory uses to the foregoing including minor retail services.

3.1 Amendments

Would you please add a paragraph (D) to read as follows:

Permitted Commercial Uses

Angus Schaffenburg
November 3, 2003
Page 3

You suggested that representatives of the Developer meet with HRM Park representatives to discuss what sorts of upgrades to Victoria Park might be provided. Please provide me with the name and telephone number of the person that we should contact at HRM in this regard.

I thank you for your assistance in bringing these matters before community counsel and understand that you will be preparing a revised Development Agreement to put before community counsel on Monday. Thank you very much for your help in this.

Yours faithfully,



Anthony L. Chapman

ALC/jd

c.c. Inside Church Group

Appendix B (revised)

THIS AGREEMENT made this day of , 2004,

BETWEEN:

Dean and Chapter
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on Tower Road at University Avenue, Halifax and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow a commercial and residential building on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law (Peninsula Area) for Halifax;

AND WHEREAS the Peninsula Community Council approved this request at a meeting held on 2004, referenced as Municipal Case Number 00564;

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 The Developer agrees that the Lands shall be subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of the Halifax Land Use Bylaw (Peninsula Area), as may be amended from time to time.

- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Halifax, as may be amended from time to time.
- 1.4 Pursuant to Section 1.2 and 1.3, 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 and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.5 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.6 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer.
- 1.7 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop and use the Lands in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the following Schedules to this Agreement:

Schedule "A"	Legal Description of the Lands of Dean and Chapter
Schedule "B"	Site Plan
Schedule "C"	Section/Elevation Tower Road
Schedule "D"	South Elevation University Avenue
Schedule "E"	East Elevation Tower Road
Schedule "F"	North Elevation
Schedule "G"	West Elevation
Schedule "H"	Parking Level
Schedule "I"	Commercial Level
Schedule "J"	Typical floors 2 and 3
Schedule "K"	Loft Level

Schedule “L” Landscape Design Concept Plan

2.2 The proposed lands (now known as Parcel DC-1) may be subdivided from the existing lot notwithstanding that the All Saints Cathedral will not meet all of the R-3 angle controls.

2.2 Permitted Uses

The use of the Lands permitted by this Agreement shall include a multi unit residential building with commercial uses on the main level and passive private open space.

2.3 Parkland

The Developer shall provide a contribution of 5 percent of the value of the subdivided parcel and this shall be placed in an account managed by Real Property and Asset Management to be used for upgrading of Victoria Park, **or shall provide construction and landscaping services of equivalent value to upgrade Victoria Park. For any construction on Victoria Park the Developer shall submit a detailed plan showing the proposed upgrades and their cost estimates, which must be approved by the Development Officer, in consultation with the Parkland Planner.**

2.4 Building Design

2.4.1 The Developer shall construct a building on the Lands, which, in the opinion of the Development Officer, is substantially in conformance with the Schedules to this agreement, including its location, size, height, and architectural design including facade features and type of exterior materials. The building material shall adhere to the following table:

GROUND FLOOR	Architectural precast of colour and detail to present a sandstone appearance or stone tile to present a sandstone appearance or shouldice simulated stone - sandstone appearance
UPPER WALLS	The same or similar stone as the Cathedral or stone tile of granite colour and coursing with a range of colours to match the Cathedral’s south wall or shouldice simulated stone, cultured stone, or other cement manufactured simulated stone of granite colour and coursing with range of colours to match the Cathedral’s south walls.
WINDOWS	Vinyl with clear glass with the option for painted wood trim or wood with clear glass with painted wood trim.
ROOFING	Simulated slate

2.4.2 In addition the Developer agrees that the building constructed on the Lands shall comply with the following:

- a) The number of residential floors shall not exceed three;
- b) The total number of units shall not be greater than 50;
- c) One floor of commercial uses shall be permitted and located at or about street grade level.

2.4.3 The following commercial uses shall be permitted:

- 1. Offices;
- 2. Bank and other financial institutions;
- 3. Medical services without limitation including, **for example, medical doctors, dentists, optometrists, physiotherapists and other medical professionals together with the sale of associated medical supplies such as glasses, lenses, and orthopaedic devices;**
- 4. Community facilities; and
- 5. Accessory uses to the foregoing including retail services.

2.4.4 Solid Waste Facilities: The building shall include designated space in the basement floor level 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 in consultation with the General Manager of Solid Waste Resources.

2.4.5 Variations to Residential Units: The Development Officer may approve variations to the type and number of residential units, provided that the overall population density does not exceed 250 persons per acre, the total number of dwelling units does not exceed 50, and that the design is substantially in conformance with the Schedules.

2.5 Parking and Circulation

2.5.1 The number and layout of parking spaces on the Lands shall be as generally illustrated on the Schedules.

2.5.2 All driveways and circulation aisles shall be asphalt or concrete.

2.5.3 The access to the underground parking will be permitted off University Avenue and is to provide for two way vehicle access simultaneously. The driveway access is to meet the requirements of By-Law S-300.

2.6 Streets and Municipal Services

2.6.1 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 street intersection improvements, sanitary sewer system, water supply system,

stormwater sewer and drainage system, and utilities, as generally illustrated by the Schedules attached hereto. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies and regulations of HRM and other approval agencies, except as provide for herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.

2.6.2 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, 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.

2.6.3 Pursuant to this Section (Section 2.6), no occupancy permit shall be issued for any building on the Lands until all street improvements, municipal servicing systems and utilities have been completed, except that the occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 120 per cent of the estimated cost of completion, as provided by the Developer, of all outstanding work. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality.

2.7 Landscaping and Site Design

2.7.1 The Developer shall submit a detailed landscape plan, prepared and sealed by a Landscape Architect in good standing in the Atlantic Provinces Association of Landscape Architects to the Development Officer for approval as part of the Development Permit application. The landscape plan shall include, as a minimum, planting as identified in this agreement. The intent of the landscaping is to provide a buffer and/or screening between the building and adjacent properties as well as for aesthetic enhancement. The goal is also to maintain as much of the natural landscape and vegetation as can be reasonably achieved.

2.7.2 The Developer shall ensure that all soft landscape areas are to be sodded and the sod is to conform to the Canadian Nursery Sod Growers' Specifications. The Developer shall ensure that all plant material is to conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards.

2.7.3 Propane tanks and electrical transformers shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls and/or suitable landscaping and shall not be permitted in any yards adjacent to Tower Road or University Avenue.

2.7.4 Electrical power, telephone, cable and similar utilities shall be brought underground to the building.

2.7.5 No occupancy permit shall be issued for any building until such time as the landscaping has been completed provided however that an occupancy permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost, as provided by the Developer, to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer.

2.8 Signage

2.8.1 Signage shall be as permitted in the Halifax Land Use Bylaw (Peninsula Area) in accordance with the C-2A Zone for any commercial uses and the R-3 Multiple Dwelling Zone for residential uses. No mobile signs shall be permitted.

2.9 Building and Site Lighting

2.9.1 Lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties.

2.9.2 No occupancy permit shall be issued for any building until such time as the lighting has been completed. An occupancy permit may be issued, however, provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost, as provided by the Developer, to complete the lighting. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter of credit, with automatic renewal, issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer.

2.10 Maintenance

2.10.1 The Developer shall maintain and keep in good repair all portions of the development and Lands, including but not limited to, the interior and exterior of the buildings, retaining walls and fencing, lighting, walkways, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, and snow and ice removal on walkways, driveways and parking areas.

2.11 Environmental Matters

2.11.1 All environmental protection measures associated with the development of the Lands, shall generally comply with the Schedules to this Agreement and to any other measures

as may be determined, at any time, by the Municipality or the Nova Scotia Department of Environment and Labour during construction.

2.11.2 Prior to the commencement of any site works on the Lands, the Developer shall submit a detailed Site Grading Plan. Such plan shall require the approval of the Development Officer, on the advice of the Development Engineer.

2.11.3 The Developer agrees that prior to the commencement of any work or associated off-site works, a detailed Site Disturbance Phasing Plan shall be submitted to the Development Officer, indicating the sequence of construction, the areas to be disturbed, and all proposed detailed erosion and sedimentation control measures and stormwater management measures to be put in place prior to and during development of that phase. The plans shall be reviewed by, and require the approval of the Development Officer, on the advice of the Development Engineer and any other applicable agencies such as the Nova Scotia Department of Environment, prior to any site works being undertaken.

2.12 Occupancy Permit

2.12.1 No occupancy permit shall be issued for the building until all applicable infrastructure applicable to the Lands is complete, subject to Sections 2.6.3, 2.7.4, and 2.9.2.

PART 3: AMENDMENTS

3.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantial and may be amended by resolution of the Community Council:

- (A) The siting of the building;
- (B) Building materials;
- (C) Building height; and
- (D) Permitted commercial uses.**

3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.

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

4.3 In the event that construction on the Lands has not commenced within 2 (two) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement,

whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the pouring of the footings for the foundation.

- 4.4 Upon the completion of all development on the Lands, or after 10 (ten) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
 - (b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the Assessment Act.
 - (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or

- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

)	<u>Dean and Chapter</u>
)	
)	
)	
)	
)	
per: _____)	per: _____

Sealed, Delivered and Attested)	HALIFAX REGIONAL MUNICIPALITY
by the proper signing officers of)	
Halifax Regional Municipality)	
duly authorized on that behalf)	per: _____
in the presence of:)	MAYOR
)	
_____)	per: _____
per)	MUNICIPAL CLERK