



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No.
Halifax and West Community Council
September 12, 2017

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: Original Signed

Kelly Denty, Acting Director, Planning and Development

DATE: August 29, 2017

SUBJECT: **Case 20447: 11th Amendment to Brunello Estates Development Agreement, Timberlea**

ORIGIN

Application by Canadian International Capital Incorporated for non-substantive amendments to the existing Development Agreement for Brunello Estates to allow for a multi-unit dwelling on the corner of Timberlea Village Parkway and Brunello Boulevard.

LEGISLATIVE AUTHORITY

Refer to Attachment D

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve, by resolution, the amending development agreement for Brunello Estates in Timberlea, which shall be substantively of the same form as provided in Attachment A of this report, to allow for a multi-unit building consisting of 136 units.
2. Require the amending development agreement to be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Canadian International Capital Incorporated is applying for non-substantive amendments to the existing Development Agreement for Brunello Estates, Timberlea (Maps 1 and 2). The existing development agreement allows for a mixed-use development that includes residential, commercial, institutional, and park uses. The purpose of the requested non-substantive amendments is to allow for a multi-unit dwelling, consisting of 136 units, on a site located on the corner of Timberlea Village Parkway and Brunello Boulevard.

Pursuant to the terms and conditions of the existing development agreement, the requested amendments are non-substantive in nature and may be considered by Community Council without a public hearing.

	Brunello Estates	PID No. 41404567
Subject Site & Location	<ul style="list-style-type: none"> Comprised of various properties located in Timberlea Located between Highway 103 and St. Margaret's Bay Road. The Timberlea Village Parkway runs through the centre of the development. 	One site located on the north-western corner of Brunello Boulevard and Timberlea Village Parkway (TVP).
Size of Area	Approximately 550 acres	3.5 acres (14,019 square metres)
Current Land Use(s)	The existing Development Agreement permits: <ul style="list-style-type: none"> 3,200 dwelling units (2,500 units may be for multiple-unit residential purposes); an 18-hole golf course; commercial uses; a Town Center (consisting of commercial, residential, institutional and open space uses); an office campus; and public and private open space uses 	Vacant
Surrounding Use(s)	<ul style="list-style-type: none"> North - commercial uses and low density residential uses. East - mainly low-density residential uses. South - the Western Commons and Otter Lake Waste Facility, both located on the opposite side of Highway 103. West - low-density residential uses. The Brunello Estates is further located near major water bodies including the Nine Mile River and Governor Lake. 	Vacant
Regional Plan Designation	Urban Settlement	
Community Plan Designation (Map 1)	Urban Residential in the Municipal Planning Strategy (MPS) for Timberlea, Lakeside, Beechville	
Zoning (Map 2)	CDD (Comprehensive Development District) under the Land Use By-law (LUB) for Timberlea/Lakeside/Beechville.	

Proposal Details:

The applicant proposes to amend the existing development agreement to allow for a multi-unit residential building, consisting of a total of 6 storeys and containing 136 units. To address detailed matters of site and building design and layout, the existing development agreement requires that certain forms of development be considered through the non-substantive amendment process. The development of multiple-unit dwellings in the Town Centre falls within this category.

Existing Development Agreement – Brunello Estates Subdivision:

In 2001, the former Western Region Community Council held a public hearing and approved the original development agreement for Brunello Estates (formerly known as Westgate). The agreement allows for a mixed-use residential and golf community in Timberlea consisting of residential, commercial, institutional and park uses. Since that time, there have been several amendments made to the original agreement.

Enabling Policy and Zoning Context

Policies UR-27 to UR-34 of the Municipal Planning Strategy for Timberlea/Lakeside/Beechville are site specific policies that allow for the consideration of the mixed-use development for the subject lands, and it is these policies in which the original development agreement for Brunello was adopted. Attachment B contains a copy of the applicable policy from the MPS.

COMMUNITY ENGAGEMENT

The community engagement process undertaken for this application is reasonably consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was information sharing, achieved through the HRM website and signage posted on the site. A Public Information Meeting and Public Hearing are not required for a non-substantive amendment to a Development Agreement. The decision on the amendments is made by resolution of Council.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed amendments to the development agreement in relation to the relevant MPS policies.

Proposed 11th Amending Development Agreement:

Attachment A contains the proposed amending development agreement for the subject site and the conditions under which the development may occur. The proposed amending agreement addresses the following matters:

- Building height and lot coverage;
- Architectural requirements;
- Parking, circulation and site access; and
- Detailed landscaping requirements.

Of the matters addressed by the proposed Amending Agreement to satisfy the criteria contained within the MPS Policies', the following have been identified for detailed discussion:

Evaluation Criteria for Multiple-Unit Dwellings:

The existing development agreement allows for the consideration of multi-unit dwellings though the non-substantive amendment process. When considering this type of housing, the existing agreement provides specific development standards for multi-unit buildings, restricts building heights and speaks to appropriate architectural treatments and finishing materials. It also includes design and site development provisions, and site access and parking requirements. Staff's evaluation of the development standards is as follows:

	Requirements <i>(Section 2.4.4 of Existing DA)</i>	Proposed	Complies	Discussion
Lot Area (Min)	558 m ² (6,000 ft ²)	13,919 m ² (149,822 ft ²)	Yes	--
Front Yards (Min)	6.1 m (20 ft)	Varies <i>(Schedule W-1)</i>	Yes	--
Side Yards (Min)	1/3 of building height	Varies <i>(Schedule W-1)</i>	Yes	--
Lot Frontage (Min)	18.3m (60ft)	119.73 m (392.80 ft.)	Yes	--
Building Height (Max)	12 Storeys	18.9m (62 ft) (6 Storeys)	Yes	--
Parking	<ul style="list-style-type: none"> o 1.25 parking space per unit o 1 space per 10 units for guest parking 	<ul style="list-style-type: none"> o Underground: 170 o Surface: 29 (guest) o Future optional surface parking area: 18 (guest) <i>(Schedule W-1)</i>	Yes	--
Amenity Space (Min)	9.3 m ² (100 ft ²) per unit	Balcony sizes vary and meet the requirements. The total area provided for private balconies for individual unit is 2,630.2 m ² (28,311.1 ft ²). Also, approximately 531.8 m ² (5,725 ft ²) of amenity space in the form of indoor common rooms is provided.	Yes	--
Landscaping	General Provisions	Varies <i>(Schedule W-1)</i>	Yes	✓
Architecture	General Provisions	Varies <i>(Schedule W-1)</i>	Yes	✓

As indicated, the proposal complies with the development standards detailed in the existing development agreement. Further, the proposed amending agreement contains the following requirements:

Landscaping:

- o Landscaping all areas not utilized for parking and access, retaining natural vegetation or a combination of the two;
- o Including landscaping materials such as grassed areas, supplemented by flower beds, and plantings of nursery stock shrubs and trees, or otherwise acceptable plantings such as native vegetation; and
- o Adhering to landscaping provisions by way of a detailed landscape plan prepared by a Landscape Architect.

Building Design - Exterior Architectural Appearance:

- o Designing the building with variety in appearance and materials when viewed across the development;
- o using high quality materials and detailed architectural features such as contrasting trim, sills and pediments, railings, mouldings, corner boards, arches and other;
- o tempering large blank walls by the introduction of textural plantings and/or architectural details; and
- o designing and constructing the building in accordance with a series of site and elevation plans appended to the agreement.

Traffic, Circulation and Site Access:

A Traffic Impact Statement (TIS) was submitted in support of this application and was reviewed by HRM Traffic and Right-of-Way Services and HRM Development Engineering. The analysis was determined to be acceptable and concludes that the site trips generated by the development are not expected to negatively impact the surrounding street network.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that it is reasonably consistent with the intent of the MPS to identify areas appropriate for comprehensive planning and to develop the site in a manner that mitigates potential land use conflicts which could arise. Therefore, it is recommended that Halifax and West Community Council approved the proposed Amending Development Agreement.

FINANCIAL IMPLICATIONS

There are no financial implications. The Applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Development Agreement. The administration of the Development Agreement can be carried out within the approved 2017/18 C310 Planning Applications budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendation associated with this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed amending development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve the proposed amendment to the existing Development Agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse the proposed amendment to the existing Development Agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1 Generalized Future Land Use
Map 2 Zoning and Notification

Attachment A Proposed 11th Amendment to the Existing Development Agreement
Attachment B Review of Relevant Policies of the MPS for Timberlea Lakeside Beechville
Attachment C Applicable Sections of Existing Brunello Estates Development Agreement
Attachment D Legislative Authority

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Dali Salih, Planner II, Current Planning, 902-490-1948

Original signed


Report Approved by: Carl Purvis, Planning Application Program, Manager, 902.490.4797




Map 1 - Generalized Future Land Use

Burnello Estates
 Timberlea

HALIFAX

 Subject Site

 Area Under Existing Brunello Estates Development Agreement

Timberlea/Lakeside/Beechville
 Plan Area

Designation

- UR Urban Residential
- MR Mixed Resource
- CC Commercial Core
- GC General Commercial
- CNS Conservation
- WC Western Common





This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.



Map 2 - Zoning
 Burnello Estates
 Timberlea



-  Subject Site
-  Area Under Existing Brunello Estates Development Agreement
- Timberlea/Lakeside/Beechville Land Use By-Law Area

Zone			
R-1	Single Unit Dwelling	C-3	Service Business
R-1A	Auxiliary Dwelling Unit	CDD	Comprehensive Development District
R-2	Two Unit Dwelling	P-1	Open Space
R-3	Mobile Dwelling	P-2	Community Facility
R-4	Multi-Unit Dwelling	P-4	Conservation
C-1	Local Business	UR	Urban Reserve
C-2	General Business	WC	Western Common Regional Park



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.
 The accuracy of any representation on this plan is not guaranteed.

application to enter into an amending development agreement to remove the limited number of units to be developed as a result of resolving capacity constraints, along with housekeeping amendments (municipal reference number 01040) on the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office on August 7, 2008 as Document Number 91320987 (hereinafter called the "Fourth Amending Agreement") and which does not apply to the Lands;

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into an amending development agreement to provide additional density tracking information with each Building Permit application (municipal reference number 01312) on the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office on November 9, 2010 As Document Number 97179270 (hereinafter called the "Fifth Amending Agreement") and which does not apply to the Lands;

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into an amending development agreement to modify the road layout, parkland size and configuration and to complete minor text changes (municipal reference number 16934) on the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office on February 17, 2012 as Document Number 100119461 (hereinafter called the "Sixth Amending Agreement"), which applies to the Lands;

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into an amending development agreement to develop Blocks 1, 2 and 3 for alternate housing (municipal reference number 17521) on the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office on January 9, 2013 as Document Number 102272615 (hereinafter called the "Seventh Amending Agreement") and which does not apply to the Lands;

AND WHEREAS the former Halifax and West Community Council of the Municipality approved an application to enter into an amending development agreement to alter the Commercial Use boundary along Market Way Lane and clarify standards for commercial development on Ca (Commercial) lands (municipal reference number 17826) on the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office on January 22, 2014 as Document Number 104497863 (hereinafter called the "Eighth Amending Agreement") and which does not apply to the Lands;

AND WHEREAS the former Halifax and West Community Council of the Municipality approved an application to enter into an amending development agreement to alter lot frontage requirements for single unit dwellings (municipal reference number 18232) on the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office on March 16, 2015 as Document Number 106793525 (hereinafter called the "Ninth Amending Agreement") and which does not apply to the Lands;

AND WHEREAS *the Halifax and West Community Council of the Municipality approved an application to enter into an amending development agreement to allow for reduced frontage single unit dwellings to be located on Modified Urban Minor Collectors (municipal reference number 20141) on the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office on _____ as Document Number _____ (hereinafter called the "Tenth Amending Agreement") and which does not apply to the Lands;*

AND WHEREAS the Original Agreement and First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Amending Agreements together comprise the Existing Agreement (hereinafter called "the Existing Agreement");

AND WHEREAS the Developer has requested further amendments to the Existing Agreement to allow for one multi-unit building, consisting of a total of 136 units, on the Lands (hereinafter called the "Eleventh Amending Agreement");

AND WHEREAS the Halifax and West Community Council for the Halifax Regional Municipality

approved this request at a meeting held on [INSERT-Date], referenced as Municipal Case Number 20447;

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

1. Except where specifically varied by this Eleventh Amending Agreement, all other terms, conditions and provisions of the Existing Agreement shall remain in effect.
2. Section 2.1 of the Existing Agreement is amended by inserting the following Schedules after Schedule V:

Schedule W-1	Site Plan
Schedule W-2	North Elevation
Schedule W-3	South Elevation
Schedule W-4	East Elevation
Schedule W-5	West Elevation

3. The Schedules of the Existing Agreement are amended by inserting Schedule W-1 (attached), Schedule W-2 (attached), Schedule W-3 (attached), Schedule W-4 (attached), and Schedule W-5 (attached) after Schedule V.
4. Section 2.4 of the Existing Agreement, as amended, is further amended by inserting Section 2.4.4.1 following Section 2.4.4, as follows:

“2.4.4.1 Development Standards for one multiple unit dwelling (outside the town centre) – located on the Lands identified on the Site Plan in Schedule W-1, and known as The Nines Development:

The Developer and the Municipality agree that one multiple unit dwelling, consisting of 136 dwellings, may be located on a portion of the Lands described on the Site Plan (Schedule W-1), subject to the guidelines of Section 2.4.4 and the following requirements:

Requirements Prior to Approval

- (a) **Prior to the issuance of a Development Permit for the development of multiple unit dwelling, the Developer shall provide the following to the Development Officer:**
 - (i) **A detailed Site Grading Plan prepared by a Professional Engineer;**
 - (ii) **A detailed Site Disturbance Plan prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;**
 - (iii) **A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 2.7.1;**
 - (iv) **A detailed Servicing Plan of which may include a Stormwater Management Plan designed to Halifax Water’s specification;**
 - (v) **A detailed Landscape Plan prepared by a Landscape Architect, in accordance with Sections 2.4.4.1(p) to (t) and acceptable to the Development Officer; and**
 - (vi) **A summary table of the total number of lots and units approved to date, by category, shall be submitted in accordance with Section 2.4.15.**
- (b) **Prior to the issuance of any Occupancy Permit for the multiple unit dwelling, the Developer shall provide to the Development Officer, a certification from a Landscape Architect in accordance with Section 2.4.4.1(s) indicating that the Developer has complied with the landscaping required pursuant to this Agreement, or Security in accordance with Section 2.4.4.1(t) of this Agreement has been provided.**

General Description of Land Use

- (c) The uses permitted are as follows:
 - (i) No more than one Multiple Unit Dwelling, consisting of a total of 136 dwellings; and
 - (ii) Accessory Uses.
- (d) The multiple unit dwelling shall be located and developed, as generally shown on the Schedules.

Architectural Requirements

- (e) Exterior building materials shall include a combination of two or more of the following materials: clay brick, stone, cedar shakes, wooden cladding, composite panel systems, curtain wall glazing, glass and composite panel railings, masonry veneer, concrete brick, stucco, stone masonry, or acceptable equivalent materials, in the opinion of the Development Officer.
- (f) Architectural detailing shall include, but not limited to, lintels, pediments, columns, porticos, overhangs, corner boards, or acceptable equivalent materials, in the opinion of the Development Officer.
- (g) Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of textural plantings and architectural detail or a combination of such elements.
- (h) The building's height, massing and scale shall be as generally shown on the Schedules.
- (i) Any exposed foundation in excess of 0.6 metres (2 feet) in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- (j) All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate, these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

Variations by Development Officer

- (k) The Development Officer may approve variations to the exterior architectural appearance of the building, including materials listed in Section 2.4.4.1(e) and (f), colours, and architectural treatments, provided such changes are in general conformance with the intent of this Agreement.

Parking, Circulation and Access

- (l) Parking area identified as Drop-Off/Visitor Parking Area on Schedule W-1 shall consist of a decorative hard surface, including but not limited to brick pavers, cobblestone or exposed concrete, and shall not include asphalt.
- (m) The driveway width shall be a minimum of 6.1 meters (20 feet).
- (n) The driveway and all parking areas shall be hard surfaced. The limits of the driveway and parking area shall be defined by fencing or landscaping or curb.

- (o) The Developer is responsible for the placement and maintenance of driveway name signage in accordance with Civic Addressing By-law (By-law C-300).

Landscaping

- (p) Prior to the issuance of a Development Permit, the Developer agrees to provide a detailed Landscape Plan which complies with the provisions of this section and generally conforms to the overall Preliminary Landscape Plan shown on Schedules W-1. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- (q) All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- (r) Landscaped areas shall conform with the following:
- (i) Provisions of new street trees along street frontages shall conform to the HRM Municipal Design Guidelines and shall be in consultation with HRM's Urban Forester and Development Engineer;
 - (ii) Landscaped open spaces shall include any combination of trees, shrubs, flowers, grass or other horticultural, and decorative stonework, pavers, screening or other landscape architectural elements; and
 - (iii) The minimum requirement for landscaped open space horticultural elements shall be grass sod.
- (s) Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a photograph of the work completed and a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Agreement.
- (t) Notwithstanding Section 2.4.4.1(s), where the weather and time of year does not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of this Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

Maintenance

- (u) The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all

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

(v) All disturbed areas shall be reinstated to original condition or better.”

5. The Existing Agreement is amended by adding Section 3.1(l) after Section 3.1(k) as follows:

“3.1(l) the multiple unit dwelling requirements set out in Section 2.4.4.1 (a-v) of this Agreement”

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20____ .

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

Witness

<INSERT REGISTERED OWNER NAME>

Per: _____

Per: _____

=====

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

=====

HALIFAX REGIONAL MUNICIPALITY

Per: _____
Mayor

Per: _____
Municipal Clerk

Schedule W-1 - Site Plan

LEGEND

- Site Boundary
- Adjacent Property Boundary
- Existing Easement
- Existing Wetland
- Buffer

SITE SUMMARY:

- Existing Zone - CDD

NOTES:

- Property lines approximate only. Site subject to survey.

SOURCES:

- Plan based on WSP CAD file: x121-24187-Base.dwg, dated 22-Feb-17

Designer: KWATTERS	VERSION
Planner: CWALLACE	104

SITE PLAN
TIMBERLEA VILLAGE PARKWAY
 TIMBERLEA, NOVA SCOTIA

THE NINES
 c/o COMPASS COMMERCIAL
 REALTY LIMITED

APRIL 03, 2017 169-00210-104

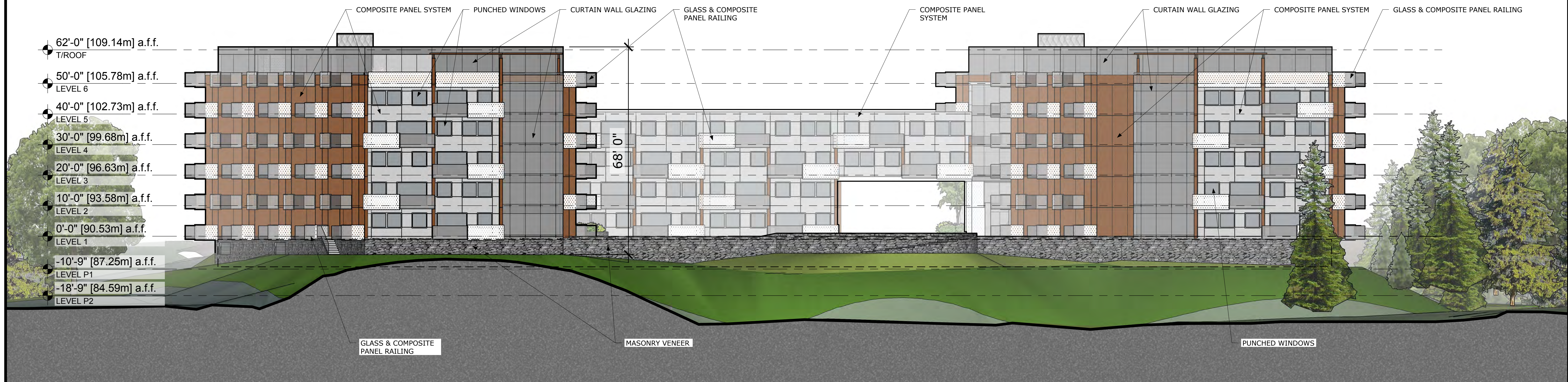
SCALE

WSP

1 SPECTACLE LAKE DRIVE
 DARTMOUTH, NOVA SCOTIA CANADA, B3B 1X7
 PHONE: 902 835-9955 - FAX: 902 835-1645 - WWW.WSPGROUP.COM

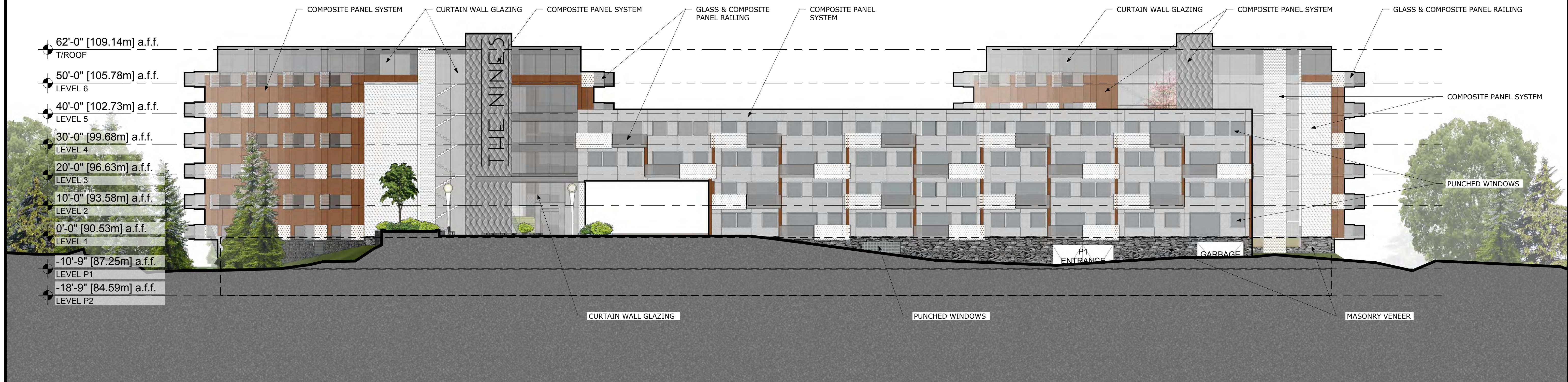


Schedule W-2 - North Elevation



1 ELEVATION - NORTH
Scale: 1/16" = 1'-0"

Schedule W-3 - South Elevation



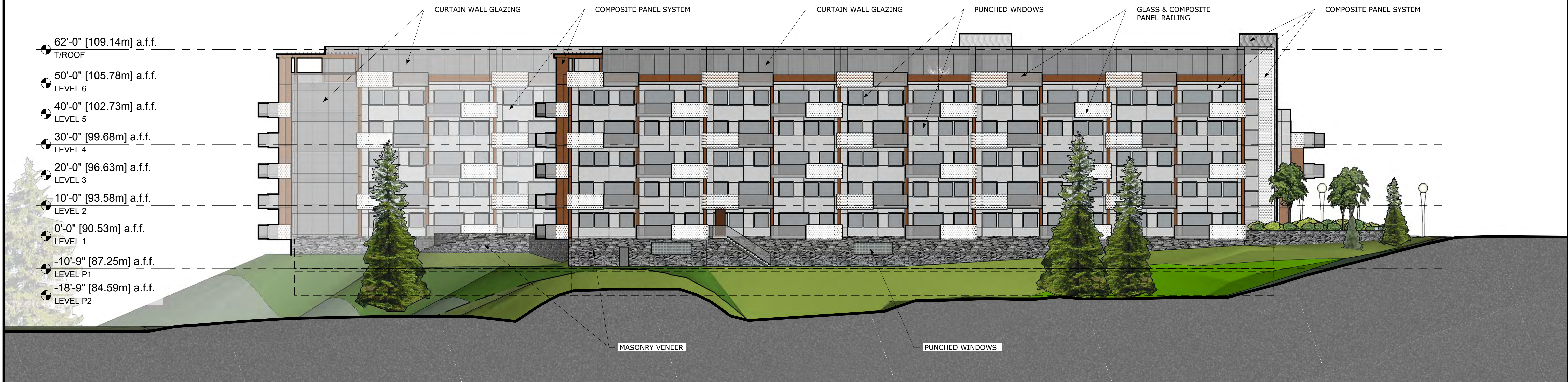
1 ELEVATION - SOUTH
Scale: 1/16" = 1'-0"

Schedule W-4 - East Elevation



1 ELEVATION - EAST
Scale: 1/16" = 1'-0"

Schedule W-5 - West Elevation



1 ELEVATION - WEST
Scale: 1/16" = 1'-0"

**ATTACHMENT B:
Review of Relevant Policies of the MPS for Timberlea Lakeside Beechville**

Within the existing service boundary, a large contiguous undeveloped area of approximately 600 acres presents a major urban infill opportunity within the region. With the site's proximity to existing urban development, and major government investments locally in road, sewer and water infrastructure, development of this site is critical to encouraging cost-effective, rational urban growth in the region.

These lands were rezoned from R-1 to CDD in 1992 to enable broad planning for the whole site, and a conceptual master plan for a mixed use community of up to 10,000 residents was prepared for this area in 1994. A first phase of approximately 240 units was given approval through the development agreement process, however, development did not proceed. A new landowner is now proposing a different master plan, which would provide for a mixed use community of up to 3200 homes with up to 8000 residents, in association with an 18-hole golf course, a town centre, and a commercial area. The proposal represents an innovative and efficient community design, with benefits to both the municipality and area residents. Given the unique nature and large size of the proposal, a set of site-specific policies to guide Council in considering detailed development proposals for this site is appropriate. Where there is disagreement between these site specific policies and other policies of this plan, the site specific policies shall prevail.

Given the size of the site and the length of time to reach buildout, it is reasonable to assume that any development agreement should allow flexibility, as market conditions and phasing are subject to change. Aspects of the development may require further detailed analysis prior to development proceeding. Conceptual approval can be given to certain land use components (such as the town centre, commercial areas, and multiple unit dwellings) of the project through an initial development agreement. Council would then have the ability to consider detailed site and building plans as nonsubstantial amendments to the initial agreement.

Policy	Staff Comment
<p>UR-27: Within the area as shown on Map UR-1, Council may consider permitting a mixed use development, with a range of land uses including a golf course, low density residential, townhousing, multiple unit dwellings, a town centre, various commercial development, and an office campus. Such development may only be considered through the development agreement process, and pursuant to the policies outlined specific to this site, and having regard to the provisions of Policy IM-12.</p>	<p>The Development Agreement permits a mixed-use development, with a range of land uses including a golf course, low density residential, townhouses, multiple unit dwellings, a town centre, various commercial development, and an office campus was permitted by the former Western Region Community Council on December 18, 2001.</p>
<p>Under the mixed use community scenario, up to 45% of the land may be taken up by the golf course use. In order to provide for an economic density, and to ensure that existing municipal infrastructure is adequately utilized, it is appropriate to provide for a greater proportion of higher density uses on the site. It is important, however, that a range of housing types be provided for to accommodate a range of household needs.</p>	
<p>UR-28: Within the area shown on Map UR-1, a range of housing types to a maximum of 3200 dwelling units shall be provided for, subject to the following:</p> <p>(a) That a substantial number of single unit dwellings be provided, especially adjacent to existing low density neighbourhoods;</p> <p>(b) Alternative forms of single units such as clustered units, retirement cottages and live-</p>	<p>Addressed in the existing development agreement and amending development agreements.</p>

<p>work units may be considered as a small proportion of the total number of single units;</p> <p>(c) Auxiliary dwellings, two unit dwellings and townhousing shall be permitted subject to appropriate criteria on building and site design;</p> <p>(d) Medium density housing may be permitted, subject to appropriate limits on density, and with appropriate requirements for landscaping and tree retention, architectural design features to ensure a high-quality appearance of buildings, variety in scale, massing and height, and provision of sufficient amenity space;</p> <p>(e) That where single unit dwellings about the Westgate site, only single unit dwellings or open space uses may be considered; and</p> <p>(f) That a range of adequate recreation facilities is provided, pursuant to current municipal parkland planning guidelines.</p>	
<p>The development of a golf course can provide for substantial retention of existing grades and forested areas. Diversion of storm water from developed areas to the golf course for irrigation and creation of water features is also of benefit, by reductions in peak flows leaving the site when compared to more typical developments, and providing a level of storm water treatment, provided that adequate easements are given to the municipality. However, concerns do exist with regard to the potential for erosion and sedimentation to occur during construction, and to ensure that nearby watercourses are not detrimentally affected. The potential for stray golf balls impacting on non-golf course uses is also to be addressed, as is the potential for providing for regulated, public use in designated portions of the course in winter, in a manner that balances the public benefits with the need for course operators to protect the course from vandalism and unintentional damage to greens, tees, and other sensitive areas.</p>	
<p>UR-29: Within the area shown on Map UR-1, development of a golf course and associated uses shall only be permitted through the development agreement process, to address the following:</p> <p>(a) potential environmental impacts of the golf course on waterbodies (namely Nine Mile River, and streams and piped systems leading into Otter Lake and Governor's Lake) during and after construction;</p> <p>(b) provision of adequate separation of golf holes from existing and new housing according to current accepted standards;</p> <p>(c) provisions of municipal easements for stormwater drainage from streets and residential properties onto the golf course;</p> <p>(d) conditions for any use of treatment plan</p>	<p>Addressed in the existing development agreement and amending development agreements.</p>

<p>effluent in irrigation;</p> <p>(e) regulated public use of designated portions of the course for pond skating and sledding in a manner which does not encourage damage of the golf course.</p> <p>(f) The use of alternative street and access standards, grading, and private streets, can assist with tree preservation, and create a more country like character for a development, even within an urban area. However, past experience has shown that there is very often a demand from residents to upgrade to a higher street standard, and any development agreement must therefore address this to ensure that costs for such upgrading are not borne by the public. In addition, it is important that an adequate mechanism is put in place to deal with snow and ice clearing and surface maintenance of any private roads and lanes.</p>	
<p>UR-30: The use of private roads which function as minor local streets within the development may be considered by Council. Private lanes for lot access for up to 6 dwelling units may further be considered. In considering such developments, Council shall have regard to the following:</p> <p>(a) That the width of the traveled way meets applicable requirements for emergency vehicle access;</p> <p>(b) That the roads are capable of being upgraded to a public street standard, provided that any such upgrading shall be wholly at the cost of the developer and/or abutting property owners; and</p> <p>(c) That an adequate mechanism through a body such as the developer, a condominium corporation or homeowners' association is set up to administer regular road maintenance and repairs in the long term.</p>	<p>Addressed in the existing development agreement and amending development agreements.</p>
<p>A major component of the community proposal is the concept of recreating a traditional town centre. This would consist of buildings placed at the street line with minimal sideyards to encourage pedestrian use, on street parking, wide sidewalks, greater lot coverages and densities, with a goal of replicating those features and characteristics of successful town centres. The ultimate population of the development, and of Timberlea/Lakeside as a whole, will be of a size which can support such a concept. Attention to detail and careful consideration of all aspects of land use, architecture and urban design is needed, if the goal of creating a mixed-use core with an attractive, traditional town character is to be properly achieved. Land uses in the town centre should cover a broad range of categories, and may be directed at the local, neighbourhood or regional market. The volatility of the office and retail market dictates that there be flexibility, however, no uses which are unacceptable by reason of noise, dust, odour or the need for outdoor working or storage areas should be considered.</p>	
<p>UR-31: Within the area as shown on Map UR-1, it shall be the intention of Council to permit the</p>	<p>Addressed in the existing development agreement and amending development agreements.</p>

<p>development of a mixed-use town centre, inclusive of medium to high density residential development, retail, hotel, commercial, office and personal service uses, and community and open space uses. Such an area must be carefully designed in order to function as intended, and to be aesthetically pleasing, therefore any development agreement for the site shall require a design study prior to issuance of development permits which will address:</p> <ul style="list-style-type: none"> (i) streetscape appearance and furniture; (ii) landscaping; (iii) architecture; (iv) parking; (v) traffic circulation and transit; (vi) pedestrian use; and (vii) open space provision. 	<p>Addressed in the existing development agreement and amending development agreements.</p>
<p>The size of the community as a whole dictates that provision be made for larger commercial developments to provide groceries, retail, service, and office uses. Under the current scenario, lands adjacent to Exit 3 are targeted for major commercial development, to include a grocery store, strip mall, offices and personal service uses, food service, gas station and similar uses. As the community grows, an expansion of this commercial area may be warranted to serve the community and larger market areas, subject to appropriate design and servicing considerations. Particular concerns relate to landscaping and means of storm water collection and treatment.</p>	
<p>UR-32: It shall be the intention of Council to consider an expansion of the commercial area adjacent to Exit 3 off Highway 103 subject to the provisions of Policy IM-12.</p>	<p>Addressed in the existing development agreement and amending development agreements.</p>
<p>The development of employment nodes in key areas can help reduce traffic congestion, by creating jobs closer to employees' homes. Within this area, there is potential for creation of a small office park adjacent to Exit 3, between Highway 103 and the planned Timberlea East Collector road.</p>	
<p>UR-33 It shall be the intention of Council to consider development of an office campus, between the proposed Timberlea East Collector and Highway 103, adjacent to Exit 3 through the development agreement process and subject to the following criteria:</p> <ul style="list-style-type: none"> (a) landscaping; (b) signage design; and (c) provision of adequate internal roads, parking, and service areas. 	<p>Addressed in the existing development agreement and amending development agreements.</p>
<p>Timberlea Village Drive was constructed by the Municipality to help alleviate traffic volumes on Highway 3, and serve as a major access point for the larger community to Highway 103. Construction of this road at public expense has been of substantial benefit to the abutting lands, by providing ease of access to four pre-approved intersection locations. Although the road is currently below its design capacity, development of this site will likely trigger the need for upgrading. Additional municipal expenditures on this road which would support development on this site or any other are not acceptable, as such costs should be borne by the cost causer. Council should require developers to pay for any portion of future upgrading costs which are attributable to their development.</p>	
<p>UR-34: It shall be the intention of Council to require the developer of the lands as shown on Map UR-1 to contribute toward the future upgrading of Timberlea Village Drive which bisects the site. The amount of such contribution</p>	<p>Addressed in the existing development agreement and amending development agreements.</p>

<p>shall be determined based on the findings of a transportation study, to be undertaken at the developer's expense, which shall determine the proportion of costs attributable to the development. <i>(RC - October 31, 2001 / E - December 8, 2001)</i></p>	
<p>SECTION IV – IMPLEMENTATION</p>	
<p>IM-12 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this strategy, Council shall have appropriate regard to the following:</p>	
<p>(a) that the proposal is in conformity with the intent of this strategy and with the requirements of all other municipal by-laws and regulations.</p>	<p>The proposal meets the intent of the MPS. The Agreement requires conformity with all other municipal by-laws and regulations.</p>
<p>(b) that the proposal is not premature or inappropriate by reason of:</p> <ul style="list-style-type: none"> (i) the financial capability of the Municipality to absorb any costs relating to the development; (ii) the adequacy of sewer and water services; (iii) the adequacy or proximity to school, recreation or other community facilities; (iv) the adequacy of road networks leading or adjacent to, or within the development; and (v) the potential for damage to or for destruction of designated historic buildings and sites. (vi) the proposed means of handling storm water and general drainage within and from the development. <i>(RC - October 30, 2001 E / December 8, 2001)</i> 	<p>Addressed in the existing agreement and amending development agreement.</p>
<p>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <ul style="list-style-type: none"> (i) type of use; (ii) height, bulk and lot coverage of any proposed building; (iii) traffic generation, access to and egress from the site, and parking; (iv) open storage and outdoor display; (v) signs; and (vi) any other relevant matter of planning concern. 	<p>Addressed in the existing development agreement and amending development agreements.</p>
<p>(d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding.</p>	<p>Addressed in the existing agreement.</p>
<p>(e) Within any designation, where a holding zone has been established pursuant to "Infrastructure</p>	<p>N/A</p>

<p>Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC July 2, 2002 / E - August 17, 2002)</p>	
---	--

ATTACHMENT C:
Applicable Sections of Existing Brunello Estates Development Agreement

2.4 Development Standards

2.4.4 Multiple Unit Dwellings (outside of the town centre)

The Developer and the Municipality agree that multiple unit dwellings may be located in areas Rc, Brc, BrcO as shown on Schedule B2.C, and subject to the following guidelines being addressed on detailed plans which shall be subject to approval under clause (ix) of this section.

- (i) Minimum Lot Area: 6000 square feet (558 sq.m.), plus 1000 square feet (92.9 sq.m.) for each unit in excess of the first 3 units. Consideration may be given for a reduction in this figure where underground parking is provided or where the site abuts a neighbourhood park site as indicated on Schedule C-0031.
- (ii) Minimum Front & Flankage Yard: 20 feet (6.1m)

Minimum Side and Rear yards: equivalent to one-half of the building height where the lot abuts a single unit dwelling use; otherwise one-third of the building height; excepting that where townhouses or alternative housing types are to be developed concurrently with multiple unit dwellings as part of a mixed use development, the yard requirements shall not apply to separations from townhouses on the same parcel.

Where at least two thirds of the required parking is located within the building, the required yards may be reduced to one- quarter of the building height provided that such yards are fully landscaped.
- (iii) Minimum Lot Frontage: 60 feet (18.3m)
- (iv) Maximum Height: Maximum building heights shall be as shown on Schedule B3.C.
- (v) Required Parking: 1.25 parking spaces per unit shall be provided, plus one visitor space per ten units. Parking may be provided in the side or rear yard, provided that the parking area is located no closer than 15 feet from any lot line, and that the parking area is screened using either landscaping or fencing or a combination thereof, from the ground floor view of any abutting single unit dwelling or townhouse.
- (vi) Landscaping: All areas of the lot not required for parking and access shall be landscaped, retained in natural vegetation, or a combination of the two. Landscaping shall consist of grassed areas, supplemented by flower beds, and plantings of nursery stock shrubs and trees, or otherwise acceptable plantings such as native vegetation. Plantings shall be provided and maintained pursuant to a plan to be provided by a Landscape Architect who is a member in good standing with APALA.
- (vii) Amenity Space: Amenity space shall be provided to a minimum of 100 square feet (9.3 sq. metres) per dwelling unit. Consideration may be given for a

reduction in this figure where the site abuts a neighbourhood park site as indicated on Schedule C-1.

- (viii) Architecture: Multiple unit buildings should be designed to provide variety in appearance, height and materials when viewed as a whole across the development, and should accordingly incorporate varied roof forms, building shapes and orientations, appropriate balconies, and detailed architectural features such as contrasting trim, sills and pediments, railings, mouldings, corner boards, arches and others. A variety of materials shall be used.
- (ix) Approval: The approval of any multiple unit dwelling, including any variations to these guidelines, shall be contingent on review of detailed plans which address the criteria of this section, and approval of an amending development Agreement by minor amendment pursuant to Section 3.1 (c).

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:
- development of, or minor adjustments of multiple unit dwellings pursuant to 2.4.4, as shown on Schedule B3.C; and development of alternate housing types pursuant to 2.4.3,

Attachment D – Legislative Authority

Development Agreements By Community Council

The *Community Council Administrative Order*, subsection 3 (1) “Subject to subsection (3) of this section, sections 29, 30 and 31 of the *Halifax Regional Municipality Charter* apply to each Community Council.”

Halifax Regional Municipality Charter:

Development agreements by community councils

- 31** (1) This Section applies to a community council if the Council so provides in the policy establishing the community council.
- (2) Where a municipal planning strategy of the Municipality provides for development by agreement, the community council stands in the place and stead of the Council and Part VIII applies with all necessary changes.
- (3) A development agreement, or amendment to a development agreement, entered into by a community council must be signed by the Mayor and the Clerk on behalf of the Municipality.
- (4) Where a development agreement entered into by a community council purports to commit the Municipality to an expenditure, the commitment has no force or effect until approved by the Council. 2008, c. 39, s. 31.

HRM Charter, Part VIII, Planning and Development, including:

Development agreements

- 240** (1) The Council may consider development by development agreement where a municipal planning strategy identifies
- (a) the developments that are subject to a development agreement;
 - (b) the area or areas where the developments may be located; and
 - (c) the matters that the Council must consider prior to the approval of a development agreement.
- (2) The land-use by-law must identify the developments to be considered by development agreement. 2008, c. 39, s. 240.

Content of development agreements

- 242** (1) A development agreement may contain terms with respect to
- (a) matters that a land-use by-law may contain;
 - (b) hours of operation;
 - (c) maintenance of the development;
 - (d) easements for the construction, maintenance or improvement of watercourses, ditches, land drainage works, stormwater systems, wastewater facilities, water systems and other utilities;
 - (e) grading or alteration in elevation or contour of the land and provision for the disposal of storm and surface water;
 - (f) the construction, in whole or in part, of a stormwater system, wastewater facilities and water system;
 - (g) the subdivision of land;
 - (h) security or performance bonding.
- (2) A development agreement may include plans or maps.
- (3) A development agreement may

- (a) identify matters that are not substantive or, alternatively, identify matters that are substantive;
- (b) identify whether the variance provisions are to apply to the development agreement;
- (c) provide for the time when and conditions under which the development agreement may be discharged with or without the concurrence of the property owner;
- (d) provide that upon the completion of the development or phases of the development, the development agreement, or portions of it, may be discharged by the Council;
- (e) provide that, where the development does not commence or is not completed within the time specified in the development agreement, the development agreement or portions of it may be discharged by the Council without the concurrence of the property owner. 2008, c. 39, s. 242.

Requirements for effective development agreement

- 243**
- (1)** A development agreement must not be entered into until
 - (a) the appeal period has elapsed and no appeal has been commenced; or
 - (b) all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board.
 - (2)** The Council may stipulate that a development agreement must be signed by the property owner within a specified period of time.
 - (3)** A development agreement does not come into effect until
 - (a) the appeal period has elapsed and no appeal has been commenced or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board;
 - (b) the development agreement is signed by the property owner, within the specified period of time, if any, and the Municipality; and
 - (c) the development agreement is filed by the Municipality in the registry.
 - (4)** The Clerk shall file every development agreement, amendment to a development agreement and discharge of a development agreement in the registry. 2008, c. 39, s. 243.