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Halifax, Nova Scotia  
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**Item No. 10.1.1**  
**Halifax and West Community Council**  
**First Reading October 9, 2018**  
**November 14, 2018**

**TO:** Chair and Members of the Halifax and West Community Council

**-Original Signed-**

**SUBMITTED BY:** \_\_\_\_\_  
Kelly Denty, Director, Planning and Development

**-Original Signed-**

\_\_\_\_\_  
Jacques Dubé, Chief Administrative Officer

**DATE:** August 15, 2018

**SUBJECT:** **Case 19532 (Part 2): Stage I Development Agreement - The Mainland  
Commons Area, Halifax**

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**ORIGIN**

- Application by WM Fares Architects, on behalf of the Septra Incorporated and Halifax Regional Water Commission, to enable a mixed-use development consisting of residential and commercial uses in the lands surrounding the Mainland Commons in Clayton Park.
- January 23, 2017: Motion of Halifax and West Community Council to approve, by resolution, to discharge existing development agreements applied to Parcels 2 and Parcel 3 (Part 1 of case 19532).
- February 20, 2017: Motion of Halifax and West Community Council to approve rezoning a portion of the site located to the east and identified as Parcel 2 from I-2 (Radio Transmitter) Zone to Schedule 'K' (Part 1 of case 19532).

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development.*

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Give Notice of Motion to consider approval of the Stage I Development Agreement, as provided in Attachment A, to allow for a mixed-use development consisting of residential and commercial uses in the lands surrounding the Mainland Commons, and schedule a public hearing;

2. Approve the Stage I Development Agreement, which shall be substantially of the same form as provided in Attachment A; and
3. Require the Stage I Development Agreement 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**

WM Fares Architects, on behalf of Septra Incorporated and the Halifax Regional Water Commission (Halifax Water), is applying for a mixed-use development consisting of residential and commercial uses on a site located on the Mainland Common area in Clayton Park (Map 1). The site consists of three large parcels, along Regency Park Drive and Washmill Lake Drive abutting the Halifax Mainland Common.

This application requires a multi-stage approval process including:

1. discharge of existing Stage I and Stage II development agreements from Parcels 2 and 3 (complete);
2. the rezoning of a portion of Parcel 2 from I-2 to Schedule 'K' (complete);
3. the approval of a new Stage I development agreement (current application); and
4. the approval of a new Stage II development agreement (future application).

Halifax and West Community Council approved parts 1 and 2 referenced above in January and February 2018. The staff report considered by Council at that time can be found at the link below:

<https://www.halifax.ca/sites/default/files/documents/city-hall/community-councils/HWCC180220Item1011.pdf>

Step 3 in the multi-stage process is the subject of this staff report and step 4 will come forward to Council through a separate planning application.

The table below outlines the regulatory and physical context of each of the three subject properties:

	<b>Parcel 1 (PID No. 00330845)</b>	<b>Parcel 2 (PID No. 40550774)</b>	<b>Parcel 3 (PID No. 41177403)</b>
<b>Ownership</b>	Septra Incorporated	Septra Incorporated	Halifax Regional Water Commission
<b>Location (Map 1)</b>	Clayton Park Area	Clayton Park Area	Clayton Park Area
<b>Regional Plan Designation</b>	Urban Settlement (US)	Urban Settlement (US)	Urban Settlement (US)
<b>Community Plan Designation (Map 2)</b> <i>Halifax Municipal Planning Strategy (MPS)</i>	Residential Environments	Residential Environments	Residential Environments
<b>Zoning (Map 3)</b> <i>Halifax Mainland Land Use By-law (LUB)</i>	Schedule 'K'	Schedule 'K'	Schedule 'K'
<b>Current Land Uses(s)</b>	Vacant	Vacant	Vacant

<b>Surrounding Use(s)</b>	<ul style="list-style-type: none"><li>• To the North of the subject site, commercial uses and low density residential uses.</li><li>• To the East of the subject site, mainly low-density residential uses (Mount Royal Subdivisions).</li><li>• To the South of the subject site, multiple-unit buildings.</li><li>• To the West of the subject site, mainly a mixture of low-density and high-density residential uses, and commercial uses.</li><li>• The subject site is located between two green spaces which include the Geizer Hill Trail and the Mainland Common. The site is also within close proximity to various community facilities such as the Keshen Goodman Library, the Canada Games Centre and the Lacewood Metro Transit.</li></ul>
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### Proposal Details

The applicant proposes a mixed-use subdivision development consisting of:

- residential uses inclusive of townhouses and multiple-unit buildings (total of 1,216 units), comprised of a maximum of 15 multiple-unit buildings and 60 townhouses to be developed in 9 phases;
- commercial uses throughout the development such as retail, restaurant, drinking establishment, office, personal service and others;
- urban agriculture and open space uses;
- community facility uses through the development;
- dedicated parkland and trail systems that connects the development to existing trails within the area such as the Geizer Hill Trail;
- landscaped areas, amenity spaces and playgrounds throughout the development;
- landscaping around the buildings' perimeters with dedicated pedestrian sidewalk buffered from parking areas;
- street connectivity between Regency Drive and Washmill Lake Drive;
- provisions for the detailed review of respective phases of development by way of Stage II development agreements; and
- the ability to allow minor changes to be made to the site, including access points along Regency Drive and Washmill Lake Drive, minor changes to existing exterior elevations, internal driveway and parking configurations, landscaped area locations and configurations, and requests for extensions to times of commencement and completion.

### Land Use By-law Context and Enabling Policy

Lands within the Schedule 'K' zone are to be developed as a Comprehensive Development District through a two-stage development agreement process. The Stage I development agreement regulates high level matters such as land use, residential densities, parking requirements, parkland dedication and road networks. The Stage II development agreement regulates detailed matters such as residential unit types and locations, architectural building designs, and parking layouts.

The 'Residential Environments' designation under the Halifax MPS applies to the site and allows for consideration of a variety of residential zones and uses provided applicable policy criteria is met. Attachment B contains a review of the applicable policy from the Halifax MPS, and Attachment C contains the Schedule 'K' provisions from the Halifax Mainland Land Use By-law.

### Mainland Halifax North – Mainland North Servicing Strategy

An engineering study was undertaken for the Mainland North area between 1980 and 1982, known as the Mainland North Servicing Strategy (MNSS). The study outlines various densities to be considered for new developments in the Mainland North area based on sewer, water and road network capacities available at the time. The strategy was to act as an aid in implementing new development and growth to the year 2000, by assigning densities to areas of land in Mainland North. These densities range from 20 and 40 persons per acre. It is important to note these theoretical person per acre density values were not incorporated into

municipal regulations and are therefore not binding in the same manner as MPS policies or bylaw requirements

### **COMMUNITY ENGAGEMENT**

The community engagement process for this application is consistent with the intent of the HRM Community Engagement Strategy. The level of engagement on all components of the request, consisting of the rezoning and Stage I development agreement, was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area (Map 3) and a public information meeting held on December 3, 2014. The public meeting provided information on the rezoning request and the details of the Stage I development agreement.

Since the public information meeting in 2014, there were minor revisions to the proposal that included the following:

- increasing the number of units in the multiple-unit buildings sites in Phases 4, 5, 6 and 7 by a total of 164 units; and
- dedicating a total area of 1,365 square metre (14,700 square feet) for outdoor amenity spaces and playgrounds.

A second public information meeting specific to those revisions was deemed unwarranted due to the nature of comments received during the December 3, 2014 public information meeting. Those public comments can be grouped under the following topics:

- Existing infrastructure and traffic issues, including the importance of connection to Regency Park Drive to Washmill Lake Drive;
- Parking;
- Parklands and trails;
- Potential interference to cellular services; and
- Privacy concerns from the residents of Mount Royale Subdivision.

The first public hearing for the consideration of the partial rezoning of Parcel 2 to Schedule 'K' was held on February 20, 2018 (Attachment E). A second public hearing must be held by Community Council before they can consider approval of the proposed Stage I development agreement.

### **DISCUSSION**

Staff have reviewed the proposal in accordance with relevant policies and advise that it is reasonably consistent with the intent of the MPS. Of the matters addressed by the proposed Stage I development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for more detailed discussion:

#### **Stage I Development Agreement**

The proposal presents an appropriate development opportunity for comprehensive site planning considering the mix of residential, commercial, and institutional uses surrounding the site. The proposal will benefit from the controls and flexibility that the development agreement process provides to reduce future land use conflicts.

The proposed Stage I development agreement permits a mixed-use development that is compatible and appropriate with the existing residential neighbourhood. Attachment A contains the proposed Stage I



development agreement for the site and the conditions under which the development and subsequent phases may occur.

#### Land Uses

The proposal consists of a mixture of low and high-density residential uses, commercial uses and parkland which is compatible with the surrounding land uses. The adjacent residential subdivisions surrounding the site, and those with frontage on Washmill Lake Drive, were developed under the same Schedule 'K' policies and include Clayton Park Phases 1 to 5 and the Mount Royale Subdivision.

#### Residential Uses

The proposed Stage I development agreement permits two types of residential uses: townhouses and multiple-unit buildings with a range of bachelor, one-bedroom, two-bedrooms and larger unit types. Details on the locations and land use regulations are as follows:

- Townhouses: These units will be in Phase 1 of the development and will be regulated through application of the R-2T (Townhouse) zone provisions of the LUB with additional architectural and building design requirements set out in the development agreement. These requirements are detailed in Attachment A - Schedule D.
- Multiple-Unit Buildings: These buildings types will be in the remaining 8 phases of the development, fronting on the extension of Regency Park Drive and at the intersection of Washmill Lake Drive and Regency Park Drive (Attachment A - Schedule B and C).

#### Commercial Uses

Local commercial uses will be located within the ground floor of multi-unit buildings with frontage on the extension of Regency Drive. Commercial uses will be as set out in the C-2A (Minor Commercial) zone of the Halifax Mainland LUB such as office, personal services, restaurant uses and others. Additional commercial uses permitted by the proposed agreement include local drinking establishments, grocery stores, micro-brewery and retail. The land use regulations for those uses will be set out in the Stage II development agreement phasing process. Those uses are limited to a total of 14,010 square metres (150,800 square feet) within the development.

#### Building Design and Siting

The proposed Stage I development agreement includes architectural building design requirements which must be met for townhouses or multi-unit buildings. The intent is to use effective urban design principles, architectural treatment and high-quality building materials to break up the height, massing and scale of the buildings. For example, the multiple-unit building located within Phase 2, along Regency Park Drive and Road 'A' will include townhouse-style units at the base. This design method will provide a higher level of building articulation along the street to create a pedestrian-focused and human-scale environment. Ground floor units in the multiple-unit buildings may be used for commercial uses to provide services for those who live in the area.

The multi-unit buildings design requirements include differing architectural wall treatments to mitigate the visual impact of blank walls, and high-quality materials such as stone masonry, cement siding, glass and metal rails. Signs are limited to awnings, fascia and projecting signs.

#### Road Network & Traffic Impact

The proposal will complete the connection of Regency Park Drive to Washmill Lake Drive and will also include three local roads providing access to different phases of the site. These connections will provide the opportunity for improved traffic flow in the larger area, and provide alternate routes for emergency vehicles.

Concerns over the resultant traffic increases have been raised by residents of the neighbourhood at the public meeting. A Traffic Impact Study was completed as part of this application which indicated that the

development will not have a significant effect on traffic in the area, especially given the connection between Regency Park Drive and Washmill Lake Drive.

It is important to note that the Traffic Impact Study focused on the effect of this development on the immediate surrounding area. The proposed Stage I development agreement provides the ability for the Stage II development agreements to address issues regarding primary and secondary services including upgrades to the transportation and wastewater systems as determined by the Municipality. These items will be reassessed on a more granular level as the land is developed over time.

#### Density

A principle theme of the Regional Plan is to promote more development within and around the Regional Centre with focus on better community form. This can be achieved by creating a mixed-use development with a mixture of land uses and amenity spaces. Also, accommodating for additional density in this area creates an efficient use of existing municipal services infrastructure, and provides the opportunity to facilitate improvements on other services such as transit. The site is within proximity to important municipal amenities such as the Canada Games Centre, the Mainland Commons Lands, Tremont Plateau Park and the Keshen Goodman Library. As such, there are benefits in accommodating for more density in this area where services are already established.

All Stage II development agreements are required to address the primary and secondary services associated with each phase including any upgrades to the transportation and wastewater systems as determined by the Municipality. Water and sanitary sewer capacity for this project were reviewed and it has been determined that some upgrades will be required to existing pipe infrastructure and the Geizer Hill Booster Station. These upgrades will be contemplated in the Stage II development agreement and will be addressed by the Developer at the Building Permit stage.

In 1982, the MNSS outlined densities for the Mainland North area of the former City of Halifax and projects in the area have generally adhered to densities that range between 20 and 40 persons per acre. That notwithstanding, the context has changed significantly since the study was completed. Firstly, the lands within the scope of the study have been developed to a significant degree with a low percentage of lands remaining vacant. This allows municipal engineers to more accurately assess the capacity and use of water and sewer service as it presents exists, as opposed to estimating theoretical uses as was done within the 1982 study. Secondly, upgrades to the physical infrastructure in the area undertaken over the past 3 decades have increased the available capacity in the area. Considering these 2 factors, it has been assessed that densities higher than the range cited in the MNSS could be accommodated on the subject lands.

As noted earlier, the values within the MNSS are not adopted as regulation and are not binding. The proposed development consists of 1,216 residential units which would result in total residential density of 2,802 persons which equates to an approximate density of 58.75 persons per acre. In order to provide additional clarity, predictability and ease of implementation for staff when issuing permits for this project, the proposed Stage I Development Agreement proposes uses the total number of units for tracking, instead of density calculations (persons per acre). The density numbers provided in this report are for reference only.

#### Parks and Trails

The proposed Stage I development agreement requires 2 parcels of parkland to be created adjacent to phases 1, 7 and 8 (Attachment A - Schedule B with a total area of 1.82 Ha (4.50 Acres). The intent is to provide a connection between the subdivision and existing trails in the Mainland Commons. In addition, a total area of 1,365. square metres (14,700 square feet) is proposed to accommodate outdoor amenity spaces and playgrounds on private property within the development (Attachment A - Schedule B).

### Phasing

Implementation of the complete development is divided into nine phases which are anticipated to occur over a 10-15 year timeframe with the ability to develop the phases in a non-consecutive order. The intent of development phasing is to provide the opportunity for improvements to services such as the broader road network to be completed simultaneously with the phases of the development.

The first and second phases are proposed to be located on the western block of the subdivision, with access on local roads connecting to the extension of Regency Park Drive. Phase 3 has direct access of Washmill Lake Drive, and the remaining phases 4-9 are located along Regency Park Drive. (Attachment A - Schedule C).

### Ownership

Halifax Water is the registered owner of parcel No. 3, as shown on Map 1 and they have granted permission for the establishment of a development agreement over parcel No. 3. Once the agreement is finalized by Council, a portion of that parcel will be subdivided and sold to the Developer.

The approval is conditional on approximately 3.5 acres being considered developable with 10 acres being reserved as a drainage corridor and buffer. Once the subdivision and sale of the portion is completed, the development agreement should be discharged from the remainder of parcel No. 3.

### Wetlands

There are multiple wetlands located throughout the subject site. The developer has received approvals from Nova Scotia Environment (NSE) to alter most of the wetlands leaving three undisturbed within a non-disturbance area (Attachment A - Schedule B). As part of the permitting process, further approval is required from NSE prior to applying for site preparation and final road design.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal reasonably carries out the intent of the MPS. The Schedule 'K' policies ensure there is proper transition and compatibility with the existing neighbourhood through the two-tiered Stage I and Stage II development agreement. The proposed Stage I development agreement for the site permits for a mixture of land uses, including residential, commercial, community facility, and parkland uses. Therefore, staff recommend that the Halifax and West Community Council approve the proposed Stage I development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget 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 proposed Stage I development agreement. The administration of the proposed Stage I development agreement can be carried out within the approved 2018-19 budget and with existing resources.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within 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 Nova Scotia Utility and Review Board. Information concerning risks and other implications of adopting the proposed Stage I development agreement are contained within the Discussion section of this report.

## **ENVIRONMENTAL IMPLICATIONS**

No environmental implications were identified.

## **ALTERNATIVES**

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

## **ATTACHMENTS**

Map 1	Proposal Site Plan
Map 2	Generalized Future Land Use
Map 3	Zoning and Notification
Attachment A	Proposed Stage I Development Agreement
Attachment B	Review of Relevant Policies of the Halifax MPS and Halifax Mainland LUB
Attachment C	Excerpt from the Halifax Mainland Land Use By-law – Schedule ‘K’
Attachment D	Public Consultation Meeting Summary
Attachment E	February 20, 2018 Halifax and West Community Council minutes

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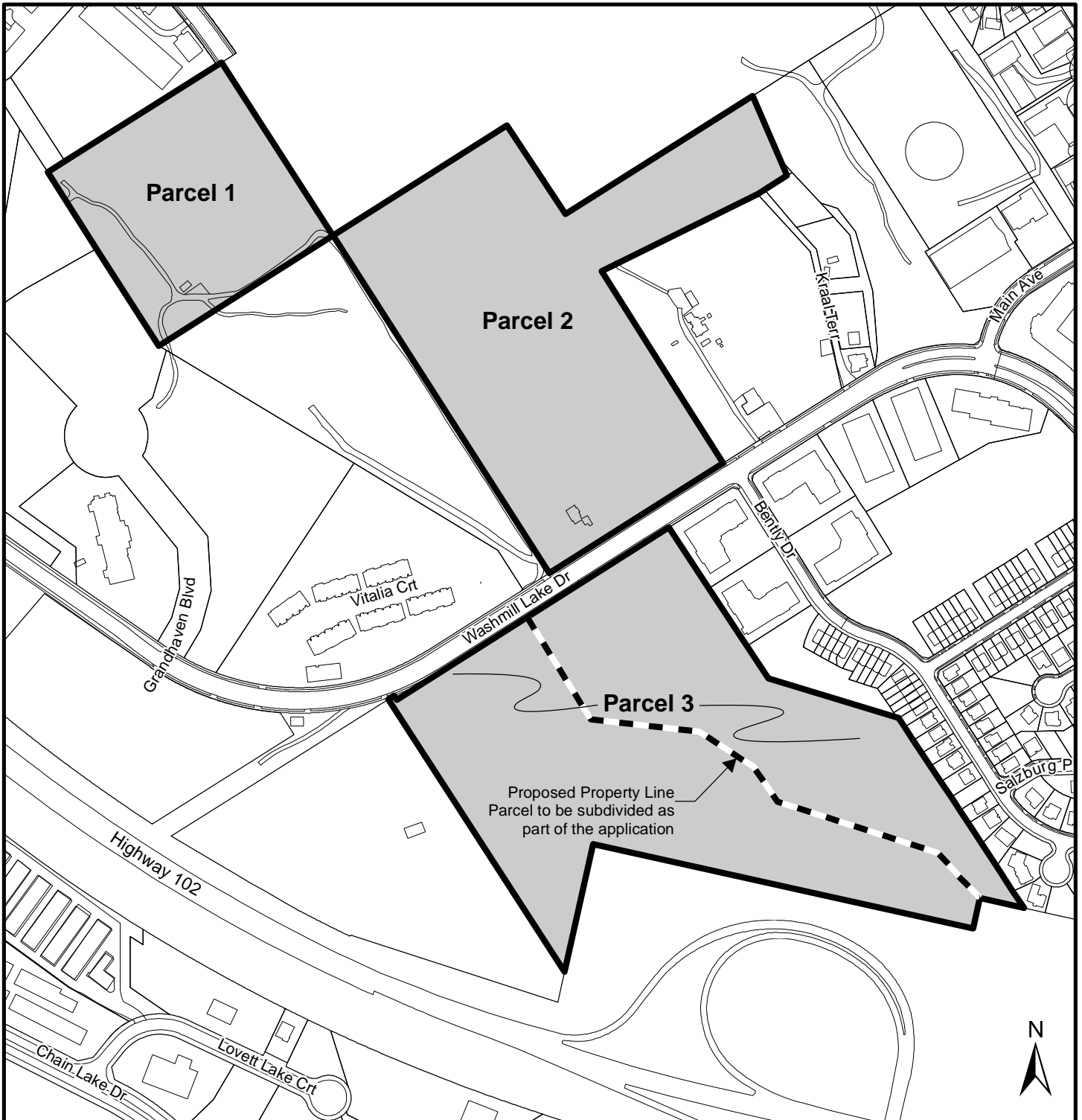
A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Dali Salih, Planner II, Current Planning, 902.490.1948

***-Original Signed-***

Report Approved by: \_\_\_\_\_  
Steven Higgins, Manager of Current Planning, 902-490-4800

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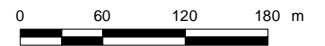


**Map 1 - Proposal Site Plan**

Mainland Common Development  
Washmill Lake Drive, Halifax

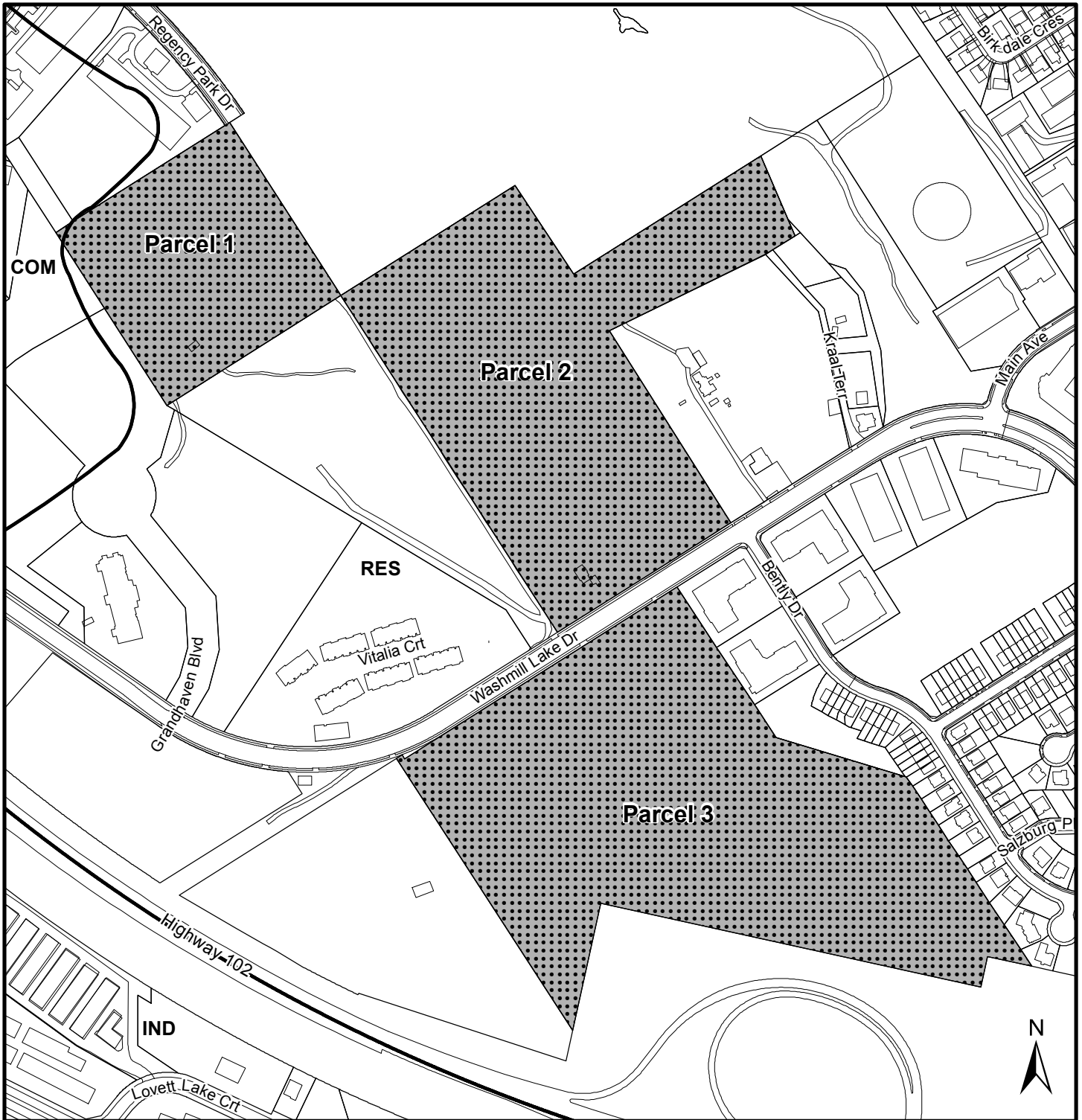
**HALIFAX**

 Subject Site



Halifax Plan  
Area


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



## Map 2 - Generalized Future Land Use

Mainland Common Development  
Washmill Lake Drive, Halifax

**HALIFAX**

 Subject Site

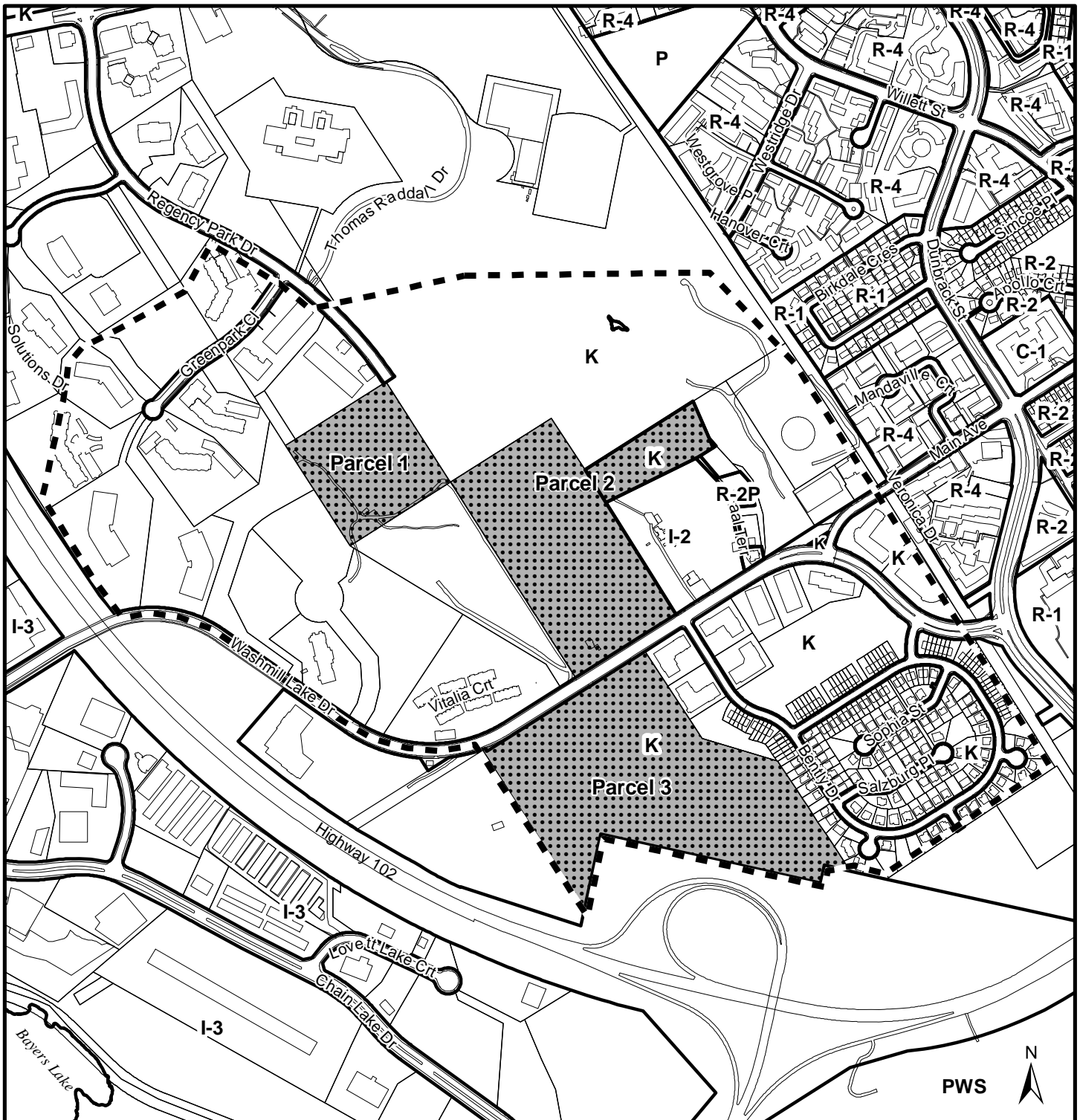
**Designations**  
 RES Residential Environments  
 COM Commercial  
 IND Industrial



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.



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

Halifax Plan  
Area



### Map 3 - Zoning and Notification

Mainland Common Development  
Washmill Lake Drive, Halifax

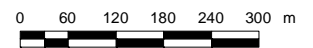
-  Subject Site
-  Area of Notification

Halifax Mainland  
Land Use By-Law Area

#### Zones

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-2P General Residential
- R-4 Multiple Dwelling
- C-1 Local Business
- I-2 Radio Transmitter
- I-3 General Industrial
- P Park and Institutional
- PWS Protected Water Supply
- K Schedule K

**HALIFAX**



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.



**Attachment A:  
Proposed Stage I Development Agreement**

THIS STAGE I DEVELOPMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,

BETWEEN:

**[Insert Name of Corporation/Business LTD**  
a body corporate, in the Province of Nova Scotia and

**[Insert Name of Corporation/Business LTD**  
a body corporate, in the Province of Nova Scotia

(hereinafter collectively called the "Developer")

- and -

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

**WHEREAS** Septra Incorporated is the registered owner of certain lands located at in Clayton Park, along Regency Park Drive and Washmill Lake Drive, Halifax, comprising of parcels identified as PID 00330845 and PID 40550774;

**AND WHEREAS** Halifax Regional Water Commission is the registered owner of certain lands located in Clayton Park, along Regency Park Drive and Washmill Lake Drive, Halifax, comprising of parcels identified as PID 4177403;

**AND WHEREAS** said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for a mixed-use development consisting of residential and commercial uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, Implementation Policies 3.3 of the Halifax Municipal Planning Strategy, and Section 68 of the Halifax Mainland Land Use By-law;

**AND WHEREAS** West Community Council for the Municipality approved this request at a meeting held on [Insert - Date], referenced as **Municipal Case Number 19532**;

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

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

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

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law for Halifax Mainland to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law for Halifax Mainland to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

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

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

### **1.6 Provisions Severable**

- 1.6.1 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.

### **1.7 Lands**

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

- 2.1.1 All words unless otherwise specifically defined herein shall be as defined in Land Use By-law for Halifax Mainland and the Regional Subdivision By-law, if not defined in these documents their customary meaning shall apply.

### **2.2 Definitions Specific to this Agreement**

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

- (a) *“Commercial Use”* means the use of a building for office purposes, for buying and selling goods, or for providing services, or a combination thereof.
- (b) *“Drive-Through”* means premises that include a designated stacking aisle for motor vehicles, which provide or dispense products or services using an attendant, window, or automated machine, to customers in motor vehicles.
- (c) *“Grocery Store”* means a retail establishment with at least 200 square metres of gross floor area that primarily sells food and that may also sell other convenience and household goods.
- (d) *“Home Occupation”* means the use of a portion of a dwelling unit for gainful employment, excluding a bed and breakfast use or day care use.
- (e) *“Home Office”* means an office-related activity operated within a dwelling that does not require direct contact with clients on the premises.
- (f) *“Kennels”* means premises used for the keeping of more than two dogs for the purposes of commercial breeding, used for the keeping of one or more dogs which are not owned by the occupant for the purposes of one or more of showing, grooming, training, and caring; or for the commercial boarding of more than 12 dogs with or without veterinary care.
- (g) *“Drinking Establishment”* means a drinking establishment with a capacity of 60 seats or fewer, and which is licensed under the *Nova Scotia Liquor Control Act*.
- (h) *“Micro-Brewery”* means a craft brewery primarily engaged in the production and packaging of less than 15,000 hectolitres per year of specialty or craft beer, ale, or other malt beverages. The facility may include accessory uses such as retail sale, wholesale, tours and events or hospitality room, where beverages produced at the facility can be sampled.
- (i) *“Multiple-Unit Building”* means a building containing three or more dwelling units, and commercial uses at the base of the building.
- (j) *“Open Space Use”* means the use of open space for public and private parks and playgrounds, athletic fields, tennis courts, lawn bowling greens, outdoor skating rinks, picnic areas, cemeteries, day camps, historic sites or monuments, and similar uses to the foregoing, together with the necessary accessory structures. This definition excludes commercial camping grounds, golf courses, and tracks for the racing of animals or motor vehicles.
- (k) *“Playground”* means an area landscaped with hard and soft materials that includes dedicated play equipment such as swings, slides, sandboxes, and jungle gyms.
- (l) *“Pawn Shops”* means premises where a person may give, pledge, or deposit goods as security for the payment of a debt or return of a loan, excluding financial institution uses.

- (m) *“Restaurant”* means premises whose primary purpose is to prepare, serve, and sell food, non-alcoholic beverages, or both, for consumption on or off the premises. Restaurants may be licensed to serve alcoholic beverages, but this must be incidental to the primary business. Restaurants may include cafes, table service, dine-in, take-out, and home delivery services, excluding a standalone catering.
- (n) *“Retail Use”* means premises used for the selling or renting of merchandise, including second-hand goods, directly to the walk-in public. Retail uses may also include the servicing and repair of items like those being sold. Shopping centres, post offices, and car or truck rental offices are considered retail uses.
- (o) *“Rooftop Greenhouse”* means a permanent structure located on a roof and constructed primarily of transparent materials, which is devoted to the protection and cultivation of medicinal, food producing, and ornamental plants such as vegetables, fruits, herbs, sprouts, and flowers.
- (p) *“Service Station Uses”* means premises used for the retailing of motor vehicle fuels, lubricants, and accessories, the repair and servicing of motor vehicles indoors, motor vehicle inspections, or car wash facilities.
- (q) *“Service Uses”* means a business whose primary work is call-out, such as exterminators, plumbers, carpet cleaners, locksmiths, electricians, tow trucks, and to provide catering off site.
- (r) *“Storey”* means that portion of a building between any floor and floor or any floor and ceiling, any portion of a building partly below grade shall not be deemed to be a storey unless its ceiling is at least 2 metres above grade.
- (s) *“Urban Agriculture”* means the use of a structure or land for the breeding, planting, cultivation, or harvesting of plants, excluding cannabis, such as vegetables, fruits, herbs, sprouts, and ornamental plants and flowers.
- (t) *“Warehousing uses”* means a building or part of a building for storage, wholesale, and distribution of manufactured products, supplies, and equipment, excluding a wholesale food production use, and the storage of materials that are flammable, explosive, or that present hazards.

### **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

#### **3.1 Schedules**

3.1.1 The Developer shall develop the Lands in a manner, which in the opinion of the Development Officer generally conforms to the following Schedules attached to this Agreement and filled in the Halifax Regional Municipality as **Case 19532**:

Schedule A	Legal Description of the Lands
Schedule B	Master Site Plan
Schedule C	Phasing Plan
Schedule D	Site & Architectural Design Requirements - Townhouses
Schedule E	Site & Architectural Design Requirements - Multiple-Unit Residential and Commercial Buildings

3.1.2 The Master Site Plan and Phasing Plan for the development of the Lands contained in Schedules B and C shall form the basis for negotiation and approval of any Stage II Development Agreement.

3.1.3 Municipal permits for site and building development for any phase shall only be granted for development of the Lands after approval by Halifax and West Community Council, and registration at the Land Registry Office, of a Stage II Development Agreement for that associated phase.

3.1.4 Notwithstanding Section 3.1.3, final design approval may be granted for site preparation and, road and infrastructure development after the approval of the Stage I Development Agreement by Halifax and West Community Council and registration of the Stage I Development Agreement.

### **3.2 General Description of Land Use**

3.2.1 The development of the Lands shall comprise a mixed-use development consisting of residential and commercial uses within nine (9) Phases, as generally shown on Schedule B and C;

3.2.2 The uses of the Lands permitted by this Agreement are the following:

- (a) Residential uses, consisting of Townhouses and Multiple-Unit Buildings;
- (b) Commercial uses, as permitted under the C-2A (Minor Commercial) Zone of the Land Use By-law for Mainland Halifax;
- (c) Commercial uses, in addition those permitted in 3.2.2(b), including:
  - (i) Drinking establishment use;
  - (ii) Grocery store use;
  - (iii) Micro-brewery use; and
  - (iv) Retail use.
- (d) Urban Agriculture uses;
- (e) Open Space uses;
- (f) Community facility uses, as permitted under the C-2A (Minor Commercial) Zone of the Land Use By-law for Mainland Halifax; and
- (g) Accessory uses to the foregoing such as, but not limited to, home occupation, and home office.

3.2.3 The development of residential uses shall comply with the following:

- (a) The maximum number of dwelling units, inclusive of all types identified in Section 3.2.2(a) shall be 1,216 dwelling units, subject to all requirements of this Agreement; and
- (b) The development of the Lands shall be comprised of a mix of residential dwelling types, as identified in Section 3.2.2(a), and as generally shown on Schedule B of this Agreement.

3.2.4 The development of commercial uses shall comply with the following:

- (a) The maximum total gross floor area of the commercial uses on the Lands shall be 14,010 square metres (150,800 square feet), subject to the requirements of this Agreement;
- (b) Commercial uses permitted under Section 3.2.2(b) and 3.2.2 (c) shall only be permitted within the first and second levels of buildings fronting on Regency Park Drive, as shown on Schedule B; and
- (c) Drive-throughs shall be prohibited in all phases.

3.2.5 Urban agricultural uses shall comply with the following:

- (a) The processing of urban agricultural products, such as chopping, packaging, pickling, or preserving, shall be permitted as an accessory use to a main urban agriculture use; and
- (b) A rooftop greenhouse shall be permitted to be used as an accessory to a main urban agriculture use.

3.2.6 The development of the Lands for open space uses shall be comprised of:

- (a) Parkland dedication in the form of land, identified as Park Area 1 and Park Area 2, located in Phase 1 and between phases 7 and 8, as shown on Schedule B and subject to Section 3.9 of this Agreement; and
- (b) An outdoor amenity space consisting of playgrounds, located within Phases 6 and 7 as shown on Schedule B.

- 3.2.7 The development of community facilities shall comply with the regulations of the Land Use By-law for Mainland Halifax, as amended from time to time.
- 3.2.8 Accessory use, home occupation use, and home office use shall conform with the following:
- (a) The following uses shall be prohibited as a home occupation:
    - (i) retail uses, except for the accessory retail of products associated with a permitted home occupation;
    - (ii) restaurant uses;
    - (iii) drinking establishment uses;
    - (iv) service station uses;
    - (v) service uses;
    - (vi) pawn shops;
    - (vii) warehousing uses; and
    - (viii) kennel uses.
  - (b) Home occupations shall not be permitted in any Multiple-Unit Building, or accessory structures.
  - (c) Home offices are permitted in all dwellings.
  - (d) The principal operator of a home occupation or home office shall reside in the dwelling where the use is located.
  - (e) Outdoor storage, and the outdoor display of goods, equipment, or material, are prohibited in association with a home occupation or home office.
- 3.2.9 The location of land uses and buildings shall generally conform with Schedule B.
- 3.2.10 Building heights shall comply with Sections 3.6, and 3.7 of this Agreement, and building design shall comply with the architectural design requirements detailed in Schedules D and E of this Agreement.

### **3.3 Requirements Prior to Permit Approval**

#### Subdivision Approval

- 3.3.1 Prior to granting the subdivision approval for road and infrastructure development, and municipal permits for site preparation under the Stage I Development Agreement, the Developer shall:
- (a) obtain final design approval from the Municipality to subdivide the Lands pursuant to Sections 3.8.1 and 3.8.2, Schedule B and C of this Agreement, and the Regional Subdivision By-law as amended from time to time;
  - (b) provide copies of all watercourse and wetland alteration permit(s) from the Nova Scotia Department of Environment; and
  - (c) provide an erosion and sedimentation control plan, in accordance with the requirements of Part 5 of this Agreement.

#### Stage II Development Agreements

- 3.3.2 Building development on the Lands shall be subject to the approval of a Stage II Development Agreement for any phase.
- 3.3.3 Prior to the consideration of any Stage II Development Agreement, the Developer shall:
- (a) submit a Concept Plan for the subject phase which meets the requirements of the Regional Subdivision By-law, as amended from time to time;
  - (b) provide copies of all watercourse and wetland alteration permit(s) from Nova Scotia Environment;
  - (c) Provide a Wastewater Capacity Analysis for the subject phase;
  - (d) provide a certification of the subdivision grading plan, in accordance with the requirements of Part 5 of this Agreement; and
  - (e) provide verification that the maximum number of dwelling units has not been exceeded in

accordance with the requirements of this Agreement.

- 3.3.4 Notwithstanding Section 3.3.3 of this Agreement, site preparation, including clearing or grubbing that is associated with each phase or the development of municipal streets, may occur prior to the approval and registration of the individual Stage II Development Agreements.

### **3.4 Phasing**

- 3.4.1 The development of the Lands shall be completed in nine (9) non-consecutive Phases, as generally shown on Schedule C.

- 3.4.2 Prior to construction of any phase, or portion thereof, a Municipal Service Agreement shall be signed in accordance with the Regional Subdivision By-Law, this Stage I Agreement, and the required Stage II Development Agreement.

- 3.4.3 The development of Phase 1 shall proceed through the approval of a Stage II Development Agreement for the Lands, as generally shown on Schedule C. The Agreement shall address the following:

- (a) Final subdivision design of phase 1, as generally shown on Schedule C;
- (b) All primary and secondary services associated with phase 1;
- (c) Residential uses shall consist of townhouses and accessory uses, as generally shown on Schedules B and C, and meet the requirements of section 3.6 of this Agreement;
- (d) Further to Section 3.4.3(c), the development of townhouses shall conform with the design regulations included in Schedule D;
- (e) Provisions to regulate the size and location of urban agriculture uses, community facility uses and accessory uses; and
- (f) Conveyance of Parkland Area 1 to the Municipality in accordance with Section 3.9 of this Agreement.

- 3.4.4 The development of Phase 2 shall proceed through the approval of a Stage II Development Agreement for the Lands, as generally shown on Schedule C. The Agreement shall address the following:

- (a) Final subdivision design of Phase 2, as generally shown on Schedule C;
- (b) All primary and secondary services associated with Phase 2;
- (c) Residential uses shall comprise a single multiple-unit building, consisting of residential uses, subject to Section 3.6 and 3.7 of this Agreement;
- (d) Commercial uses shall be limited to day care use and grocery store use;
- (e) Building heights, in accordance with Section 3.6;
- (f) Detailed building design, in accordance with the architectural design regulations included in Schedule E;
- (g) Provisions to regulate the size and location of commercial uses identified in Section 3.4.4(d); and
- (h) Provisions to regulate the size and location of urban agriculture uses, community facility uses and accessory uses.

- 3.4.5 The development of Phase 3 shall proceed through the approval of a Stage II Development Agreement for the Lands, as generally shown on Schedule C. The Agreement shall address the following:

- (a) Final subdivision design of the specific Phase, as generally shown on Schedule C;
- (b) All primary and secondary services associated with the development of that phase, and as determined by the Municipality;
- (c) Residential uses shall comprise two multiple-unit buildings, consisting of residential uses, as shown on Schedule B, and subject to Sections 3.6 and 3.7 of this Agreement;
- (d) Commercial uses identified under Section 3.2.2(b) and 3.2.2(c) shall be permitted within the

- first level of the multiple-unit buildings;
  - (e) Provisions to regulate the size, location, as well as hours of operations for uses identified in Section 3.2.2(b), 3.2.2(c), and 3.4.5(d);
  - (f) Building heights, in accordance with Section 3.6;
  - (g) Detailed building design, in accordance with the architectural design regulations included in Schedule E; and
  - (h) Provisions to regulate the size and location of urban agriculture uses, community facility uses and accessory uses.
  
- 3.4.6 The development of phases 4, 5, 6 and 7 shall proceed through the approval of a Stage II Development Agreement for the Lands, as generally shown on Schedule C. The Agreement shall address the following:
  - (a) Final subdivision design of the specific phase, as generally shown on Schedule C;
  - (b) All primary and secondary services associated with the development of that phase, and as determined by the Municipality;
  - (c) Residential uses shall be limited to multiple-unit buildings, as shown on Schedule B, and subject to Section 3.6 of this Agreement;
  - (d) Commercial uses identified under Section 3.2.2(b) and 3.2.2(c) shall be permitted within the first and second levels of the multiple-unit buildings;
  - (e) Provisions to regulate the size, location, as well as hours of operations for uses identified in Section 3.2.2(b), 3.2.2 (c), and 3.4.6(d);
  - (f) Building heights, in accordance with Section 3.6;
  - (g) Detailed building design, in accordance with the architectural design requirements included in Schedule E; and
  - (h) Provisions to regulate the size and location of urban agriculture uses, community facility uses and accessory uses.
  
- 3.4.7 The development of phases 8 and 9 shall proceed through the approval of a Stage II Development Agreement for the Lands, as generally shown on Schedule C. The Agreement shall address the following:
  - (a) Final subdivision design of the specific phase, as generally shown on Schedule C;
  - (b) All primary and secondary services associated with the development of that phase, and as determined by the Municipality;
  - (c) Residential uses shall be limited to multiple-unit buildings, as shown on Schedule B, and subject to Sections 3.6 and 3.7 of this Agreement;
  - (d) Commercial uses identified under Section 3.2.2(b) and 3.2.2(c) shall be permitted within the first level of the multiple-unit buildings;
  - (e) Provisions to regulate the size, location, as well as hours of operations for uses identified in Section 3.2.2(b) and 3.4.5(d);
  - (f) Building heights, in accordance with Section 3.6;
  - (g) Detailed building design, in accordance with the architectural design requirements included in Schedule E;
  - (h) Provisions to regulate the size and location of urban agriculture uses, community facility uses and accessory uses; and
  - (i) Conveyance of Parkland Area 2 to the Municipality in accordance with Section 3.9 of this Agreement.

### **3.5 Stage II Development Agreements**

- 3.5.1 In addition to the information required by Section 68 of the Halifax Mainland Land Use By-law, the following information shall be submitted with any planning application for a Stage II Development Agreement:
  - (a) Letter of Intent detailing the proposal and building design;
  - (b) Building plans that comply with Section 3.6 of this Agreement;

- (c) Design rationale detailing compliance with the architectural requirements identified in Schedules D and E;
- (d) Residential Unit Tracking Chart;
- (e) A Landscaping plan, pursuant to Section 3.10 of this Agreement; and
- (f) Subdivision Plans, which comply with requirements of Section 87 of the Regional Subdivision By-law, as amended from time to time, and show the following information:
  - (i) Municipal services including but not limited to schematic plans for sanitary sewer, storm sewer and water supply;
  - (ii) Required easements (including location, size and purpose);
  - (iii) Utilities (including but not limited to power, gas, propane, lighting); and
  - (iv) Streetscape designs.

3.5.2 Further to Section 3.5.1 of this Agreement, the following information shall be submitted with any application for a Stage II Development Agreement for those portions of the development that include residential uses:

- (a) Vehicular access and egress points, parking area layout, number of parking spaces and driveway locations;
- (b) Site plans showing building footprints, lot coverage, setbacks and accessory structures;
- (c) Building plans and elevations, showing exterior appearance of the building including signage, architectural detailing and all construction materials;
- (d) Provision and identification of useable indoor and outdoor amenity areas, as well as features, facilities and site furnishings;
- (e) Landscaping plans including planting details and specifications;
- (f) Location and treatment of loading or service areas, mechanical units, fuel storage tanks, air conditioning units, refuse and recyclable storage facilities and utility supply facilities;
- (g) Location of bicycle access routes and bicycle parking;
- (h) Site disturbance plan and preliminary grading plan; and
- (i) Environmental protection information, including preliminary site drainage plan, preliminary erosion and sediment control plans and preliminary stormwater management plans.

3.5.3 Further to subsection 3.5.2(e) all landscaping plans shall include a tree planting program that reflects the objectives of the HRM Urban Forest Master Plan and shall be submitted to the Development officer and the Urban Forester of the Municipality for review and recommendation.

### **3.6 Land Use Controls and Architectural Requirements**

#### Townhouse Development

3.6.1 The development of townhouses, as determined through a Stage II Development Agreement, shall conform with the provisions of the R-2T (Townhouse) Zone of the Land Use By-law for Mainland Halifax with exception of lot coverage. Lot coverage provisions shall be determined and detailed as part of the Stage II Development Agreement.

3.6.2 Further to Section 3.6.1, the development of townhouses shall also conform with the site and architectural design requirements detailed in Schedule D.

#### Multiple-Unit Residential and Commercial Buildings Development

3.6.3 The development of multiple-unit buildings consisting of residential and commercial uses, as determined through a Stage II Development Agreement, shall conform with the site and architectural design requirements detailed in Schedule E.

3.6.4 The development of multiple-unit buildings consisting of residential and commercial uses within phases 2 through 9 shall comply with the following maximum heights:



	Number of Buildings	Building Parameters	
		Number of Storeys (per building)	Number of Units (per phase)
Phase 1	N/A	N/A	60
Phase 2	1	8	100
Phase 3	2	11 ( <i>each building</i> )	220
Phase 4	1	9 and 5*	116
Phase 5	1	9 and 5*	116
Phase 6	1	9 and 5*	116
Phase 7	1	9 and 5*	116
Phase 8	3	12 ( <i>each building</i> )	276
Phase 9	1	8	96

\*Buildings in Phases 4, 5, 6 and 7 are designed to consist of one building with two heights. The maximum of 9 storeys with a transition in height to up to 5 storeys.

3.6.5 Notwithstanding 3.6.4, height requirements shall not apply to elevator enclosure, an elevator enclosure above a structure required for elevator access to rooftop amenity space, flag pole, antenna, heating, ventilation, air conditioning equipment or enclosure of such equipment, skylight, chimney, landscape vegetation, clock tower, solar collector, roof top cupola, parapet, cornices, eaves, penthouses or other similar features provided that the total of all such features, shall occupy in the aggregate less than 30 % of the area of the roof of the building on which they are located

### 3.7 Number of Units

3.7.1 Multiple-unit buildings shall comprise of bachelor units, one-bedroom units, two-bedrooms units or more.

3.7.2 One-bedroom plus den units shall be considered a one-bedroom unit, and two-bedrooms plus den shall be considered a two-bedroom unit.

3.7.3 A minimum of 40% of the residential units per building in each phase shall consist of two or more bedrooms.

3.7.4 A maximum of 30 units per phase may be transferred between phases provided that once the maximum number of units transferred is achieved, no additional transfers shall occur.

3.7.5 The Developer shall provide Unit Tracking Chart to the Municipality with each application to develop a phase, and to the Development Officer with each application for a permit.

3.7.6 Further to 3.7.4, dwelling unit distribution in each phase shall be achieved by adjusting the number of dwelling units transferred in or out of each phase under the Stage I Development Agreement, subject to Section 6.2.1(a).

### 3.8 Subdivision of the Lands

3.8.1 Subdivision applications shall be submitted to the Development Officer in accordance with the Phasing Plan, generally shown on Schedule C and identified in Section 3.4 of this Agreement. The Development Officer shall grant subdivision approval subject to and in accordance with Section 3.8.

3.8.2 The development of the Lands shall be completed in nine (9) phases, as shown on Schedule C. All subdivision of the Lands shall meet the requirements of the Subdivision By-law except where specifically varied by this Agreement.

3.8.3 This Agreement shall be deemed to meet the requirements of the Subdivision By-law with respect to concept plan approval.

- 3.8.4 The Development Officer shall grant subdivision approval for nine (9) phases, as generally shown on Schedule C, and provided that all applicable sections of the Regional Subdivision By-law have been met.
- 3.8.5 Further subdivision approval for each phase shall be subject to the terms of this Agreement, the approval of a Stage II Development Agreement for the associated Phase, and the requirements of the Regional Subdivision By-law.
- 3.8.6 Notwithstanding Section 3.8.5, frontage along a public street shall not be required for the subdivision approval for the nine (9) phases, as shown on Schedules B and C.
- 3.8.7 Final subdivision applications shall be submitted to the Development Officer in accordance with the Phasing Plan presented as Schedule C, and the Development Officer shall grant subdivision approvals for the phase or area for which approval is sought subject to and in accordance with the following terms and conditions:
- (a) Applications for subdivision approval shall include all phases, as indicated on Schedule B;
  - (b) Final subdivision approval for any phase(s) shall not be granted until final approval has been granted for the previous phase;
  - (c) The Development Officer, in consultation with the Development Engineer, may vary the sequence of phasing; and
  - (d) Notwithstanding subsection 3.8.7(b), the Development Officer may grant final subdivision approval of all phases prior to granting final approval for the previous Area if the Developer submits performance security in the amount of 110 percent of the estimated cost of uncompleted services or if the Development Engineer determines that the portion of the incomplete phases is non-essential to the greater service network.
- 3.8.8 Unless otherwise acceptable to Development Officer, prior to acceptance of any Municipal Service system, the Developer shall provide to the Development Officer a certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement.
- 3.8.9 Further to Section 4.1.4, site preparation, clearing, excavation or blasting activities, for each phase or portion thereof shall not occur until the Developer provides a subdivision grading plan to the Development Officer indicating where lot disturbance is to occur at the time of construction of municipal services, as set out in this Agreement.
- 3.8.10 A subdivision application for each phase shall include a unit-tracking chart indicating:
- (a) the total number of units permitted by this Agreement;
  - (b) the number of dwelling units for which municipal development permit applications are expected to be sought;
  - (c) the number of dwelling units which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement; and
  - (d) the number of dwelling units transferred in to or out of the phase from another phase. This table shall be attached to the application. A copy of this table shall be forwarded to the Development Engineer and Halifax Water.
- 3.8.11 Each subdivision application for each phase shall include a total population chart and capacities permitted by this Agreement, sewer calculations for each dwelling unit, institutional uses and commercial lands which municipal development permit applications are expected to be sought and the sewer calculations for the number of dwelling units, institutional uses and commercial lands which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement. The table shall also include the number of dwelling units and population

transferred in to or out of the phase from another phase. This table shall be attached to the application. A copy of this table shall be forwarded to the Development Engineer and Halifax Water.

3.8.12 Building lots shown on the schedules of this Stage I Development Agreement are conceptual in nature, the exact quantity and location of lots are not defined by this Agreement.

### 3.9 Parkland Dedication

3.9.1 The Developer shall provide parkland dedication in the form of land and equivalent value pursuant to the requirements of the Regional Subdivision By-law and as outlined in this section.

3.9.2 Parkland and Open Space dedication via land acquisition shall substantially conform with the locations, dimensions, site improvements and site preparation areas shown on Schedules B and C with the final adjustments to configuration and grades of the site preparation areas to be agreed upon by Parkland Planning and the Developer prior to subdivision approval being granted. The Development Officer may permit variations to lot configuration, provided that appropriate access and road frontage is maintained, and the total area of land is not reduced and the proposed parkland meets the requirements of Parkland Planning. The parkland dedication shall include identified parkland, site development including but not limited to neighborhood park facilities, and trails. All site preparation and development shall meet the requirements of the Municipality.

3.9.3 Parkland shall be provided in two parcels, as shown on Schedules B and C. All Parkland shall:

- (a) meet the definition of “usable land” as found in the HRM Regional Subdivision By-Law;
- (b) be free of encumbrances pursuant to the requirements of the HRM Regional Subdivision By-law; and
- (c) be designed according to the principles of CPTED (Community Protection Through Environmental Design).

3.9.4 The detailed design of Parkland Area 1 shall be determined through the Stage II Development Agreement, as generally shown on Schedule B and C. At a minimum the Parkland Parcel shall be subject to the following requirements:

<b>Location</b>	Southwestern corner of Phase 1
<b>Street Frontage</b>	30 metres (98.42 feet)
<b>Park Area</b>	1,100 square metres (0.27 acres)
<b>Width of Public Trail</b>	1.8 metres (5.90 feet)
<b>Compliance</b>	Parkland Area 1 shall be designed to comply with the criteria of a Neighbourhood Park as outlined in the Regional Subdivision By-law.
<b>Design</b>	Parkland Area 1 shall include the design and construction of a 1.8-metre wide public trail connecting to the Geizer Hill Trail.
<b>Completion</b>	Parkland Area 1 shall be completed and deeded to the Municipality prior to the completion of Phase 1

3.9.5 The detailed design of Parkland Area 2 shall be determined through the Stage II Development Agreement for Phases 4, 7 and 8, as generally shown on Schedule B and C. At a minimum the Parkland Parcel shall be subject to the following requirements:

<b>Location</b>	North of phases 4, 7 and 8
<b>Street Frontage</b>	30 metres (98.42 feet)
<b>Park Area</b>	15,985 square metres (3.95 acres)
<b>Width of Public Trail</b>	2.0 metres (6.56 feet)
<b>Compliance</b>	Portions of Parkland Area 2, which do not comply with the definition of “useable land”, shall be conveyed to the Municipality as Conservation Land.

<b>Design</b>	Parkland Area 2 shall include the design and construction of a 2-metre wide public trail, connecting to the Geizer Hill Trail. Such trail shall not exceed a preferred slope of 5%, although a slope to a maximum of 8% may be acceptable if agreed to be the Parkland Planner.
<b>Completion</b>	Through the detailed design of the Parkland Area 2 during the Stage II Development Agreements, minor changes to the requirements of Section 3.5 and 3.6 are permitted if such changes will improve the overall park design as determined by the Parkland Planner of the Municipality.

3.9.6 Further to Subsections 3.9.3 through to 3.9.5, and Schedules B and C, the following provisions shall apply:

- (a) Trails shall be of sufficient length to provide the connections shown on the Schedules.
- (b) All trails shall be located outside of the 1 in 10-year floodplain and allow for a 5-metre buffer where possible to adjacent properties.
- (c) Site preparation shall be in the form of a prepared pad with approximate area and dimensions as shown on Schedule B, including topsoil (or equivalent) and hydro-seed grass mixture.
- (d) Where a trail crosses a watercourse or wetland, the crossing shall be designed and constructed subject to the following:
  - (i) The crossing shall be designed by a qualified professional.
  - (ii) The design shall be submitted to the Development Engineer for review.
  - (iii) Subsequent to the construction of any crossing and prior to the acceptance by the Municipality of the parkland and infrastructure, the Developer shall provide a letter by a qualified professional indicating that the crossing conforms with the approved design.
  - (iv) All crossings shall be designed and constructed in accordance with Nova Scotia Environment requirements.
  - (v) Crossings shall meet the future maintenance and operational requirements of the Municipality.
  - (vi) All work shall meet the requirements of HRM Parkland Planning.
- (e) Where a trail crosses any watercourse, the location of the crossing shall meet the requirements of the Municipality. Where a crossing varies from the schedules, the Development Officer shall permit variations to the Schedules to enable the relocation of the crossing and any reconfiguration of parkland boundaries.

### 3.10 Landscaping

3.10.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers Specifications. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects).

3.10.2 Prior to the issuance of a development permit for all multi-unit buildings, the Developer agrees to provide a landscape plan, which complies with the provisions of this section. The landscape plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and shall illustrate:

- (a) landscaping to be introduced to all areas disturbed during construction;
- (b) natural vegetation, landscaping or screening is to be employed around parking areas and measures are taken to allow for safe and convenient pedestrian access to public entrances of buildings; and
- (c) walkways extending from the entrances of buildings to a public sidewalk in front of the building and to any public trail system abutting the property;

3.10.3 All disturbed areas shall be reinstated to original condition or better with landscaping.

- 3.10.4 Prior to the occupancy of the first multi-unit building, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.10.5 Notwithstanding Section 3.10.4, where the weather and time of year does not allow the completion of the outstanding landscape works prior to building occupancy, the Developer may supply security 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 or a qualified person. 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 building occupancy, the Municipality may use the deposit to complete the landscaping as set out in this section of the 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.
- 3.10.6 For multi-unit buildings securities for the completion of outstanding on-site paving and landscaping work may be permitted. Such securities shall be not less than an amount which is 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.
- 3.10.7 The Developer shall plant a minimum of one (1) tree on each lot designated for townhouse unit, which is greater than or equal to 15.24 metres (50 feet) in width. Each tree shall be a type, which is indigenous to Nova Scotia with a minimum height of 1.52 metres (5 feet) and a minimum diameter of 5 centimeters (2 inches). The location of the tree shall not interfere with services. The Development Officer may vary or waive the standard where it is determined that placement of tree(s) are not possible. No Occupancy Permit shall be granted unless this requirement has been satisfied or performance security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and ten percent (110%) of the estimated cost of planting the required tree or trees as the case may be.

### **3.11 Site Lighting**

- 3.11.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.11.2 Security lighting for multiple-unit buildings shall be directed to all walkways and parking areas. Freestanding security lighting shall not exceed a height of 5.4m (18 feet). All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.
- 3.11.3 The Developer shall prepare an exterior lighting plan for any townhouses and multiple-unit buildings and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
  - (b) The lighting plan shall include certification from a qualified person that the lighting plan meets the requirements of this Agreement; and
  - (c) Prior to building occupancy, the Developer shall provide to the Development Officer a written confirmation from a qualified person that the installation of lighting meets the requirements

of this Agreement.

### **3.12 Screening**

- 3.12.1 Townhouses, and multiple-unit buildings, consisting of residential and commercial uses, with communal refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.2 Townhouse buildings, and multiple-unit buildings, consisting of residential and commercial uses, with propane tanks and electrical transformers shall locate the tanks and transformers in such a way to ensure minimal visual impact from any street and adjacent residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.3 Mechanical equipment shall be permitted on the roof of multiple-unit buildings, consisting of residential and commercial uses provided the equipment is screened or incorporated in to the architectural treatments and roof structure. Rooftop mechanical equipment shall not be visible from any street.
- 3.12.4 Any ground or wall mounted mechanical equipment shall be screened from view from any street or residential properties with a combination of fencing, landscaping or building elements.

### **3.13 Maintenance**

- 3.13.1 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.

### **3.14 Temporary Construction Building**

- 3.14.1 A building(s) shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building(s) shall be removed from the Lands prior to the issuance of the last Occupancy Permit on the subject lands.

### **3.15 Solid Waste Facilities - Multiple-Unit Buildings**

- 3.15.1 All solid waste facilities shall be in accordance with By-law S-600 (Solid Waste Resource Collection and Disposal By-Law) as amended from time to time.
- 3.15.2 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation programs in accordance with By-law S-600. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 3.15.3 Refuse containers and waste compactors shall be confined to the loading areas or internal to each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 3.15.4 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

- 4.1.1 All design and construction of Municipal service systems shall satisfy the requirements of the HRM Municipal Design Guidelines, as well as Halifax Water Design and Construction Specifications and shall receive written approval from the Development Engineer prior to undertaking the work.
- 4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.
- 4.1.3 All underground services shall be as per the Regional Subdivision By-law.
- 4.1.4 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer. Where oversized infrastructure to serve the development is to be installed by or on behalf of Halifax Water, the Development Officer may permit commencement of clearing, excavation or blasting activities required for the installation prior to the developer receiving final approval of the subdivision design.
- 4.1.5 Nothing in this Agreement shall preclude the Developer from storing or removing rocks, soils or grubbing materials from other phases established, provided that permission has been granted by the Engineer and all required municipal and provincial approvals have been obtained.

### **4.2 Streets**

- 4.2.1 The street network shall be developed as generally shown on Schedules B and C. All street construction shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.
- 4.2.2 Further to Section 4.2.1, the Development Officer, in consultation with the Development Engineer, may approve the development of Regency Park Drive Extension after the approval of the Stage I Development Agreement.
- 4.2.3 The Developer shall construct a pedestrian circulation and walkway system as required by the Subdivision By-law, and the Municipal Design Guidelines. The land for secondary trails shall be deeded to the Municipality. The system shall include where required easements in favour of the Municipality and/or Halifax Water or any other Utility. For further clarity, where a road is constructed, a corresponding sidewalk shall be required as per the Municipal Design Guidelines, except as specifically varied by this Agreement.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Private Storm Water Facilities**

- 5.1.1 All private storm water facilities shall be maintained in good order to maintain full storage capacity by the owner of the lot on which they are situated.

## **5.2 Stormwater Management Plan**

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
  - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
  - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

## **5.3 Subdivision and Lot Grading Plans**

- 5.3.1 Any Subdivision Grading Plan submitted for subdivision approval shall be certified by a qualified professional that the plan conforms with the recommendations of the Master Stormwater Management Plan.
- 5.3.2 Any riparian buffer area shall be shown on any lot grading plan submitted pursuant to the requirements of the Municipality's Lot Grading By-law, as amended from time to time.
- 5.3.3 The Developer shall prepare lot grading plans which comply with the Subdivision Grading Plan. Modifications to the site grading and proposed finished elevations may be approved by the Development Engineer. The Developer shall provide written confirmation of compliance that the lot has been graded in accordance with the lot grading plan and, where it has been determined that any lot grading has not been properly carried out, remedial or corrective measures shall be carried out by the Developer at its cost.
- 5.3.4 No building shall be occupied unless the requirements of Section 5.3.3 have been satisfied or a security deposit for the completion of the work has been provided in accordance with the requirements of the Municipality's Grade Alteration By-law.

## **PART 6: AMENDMENTS**

### **6.1 Substantive Amendments**

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

### **6.2 Non-Substantive Amendments**

- 6.2.1 The following items are considered by all parties to be not substantive to the Stage I Development Agreement, and may be amended by resolution of Council:
- (a) Transfer of a maximum of 30 units between phases as outlined in the Stage I development agreement, as identified in section 3.7.4;
  - (b) Approvals of any Stage II Development Agreement associated with this Stage I development agreement;



- (c) Amendments to any Stage II Development Agreement associated with this development;
- (d) Conveyance of additional parkland to the Municipality to that required in Section 3.9 of this Agreement, through consultation with the municipal Parkland Planner;
- (e) Changes to the locations, sizes and configurations of parkland area and playgrounds;
- (f) Changes to the proposed phasing, provided that needs of the Municipality and Halifax Water with regards to infrastructure are met;
- (g) The granting of an extension to the date of Commencement of Development as identified in Section 7.3 of this Agreement; and
- (h) The length of time for the Completion of Development as identified in Section 7.4 of this Agreement.

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

### **7.3 Commencement of Development**

- 7.3.1 In the event that the Developer has not entered into a Stage II Development Agreement or development on the Lands has not commenced within four (4) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purposes of this section, commencement of construction shall mean site preparations and infrastructure construction.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2 of this Agreement, if the Municipality receives a written request from the Developer at least 120 calendar days prior to the expiry of the commencement of development time period.

### **7.4 Completion of Development**

- 7.4.1 If the Developer fails to complete the development, or phases of this development, after fifteen (15) years from the date of registration of this Agreement at Land Registration Office Council may review this Agreement, in whole or in part, and may:
  - (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (c) discharge this Agreement.
- 7.4.2 Upon the completion of the development, or phases of the development, Council may review this Agreement, in whole or in part, and may:

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

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

- 8.1.1 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 twenty-four hours of receiving such a request.

### **8.2 Failure to Comply**

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer fourteen (14) days written notice of the failure or default, 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 Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
  - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
  - (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**IN WITNESS WHEREOF** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

**<INSERT REGISTERED OWNER NAME>**

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

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

**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

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_, \_\_\_\_\_ of the parties thereto, signed, sealed and delivered the same in his/her presence.

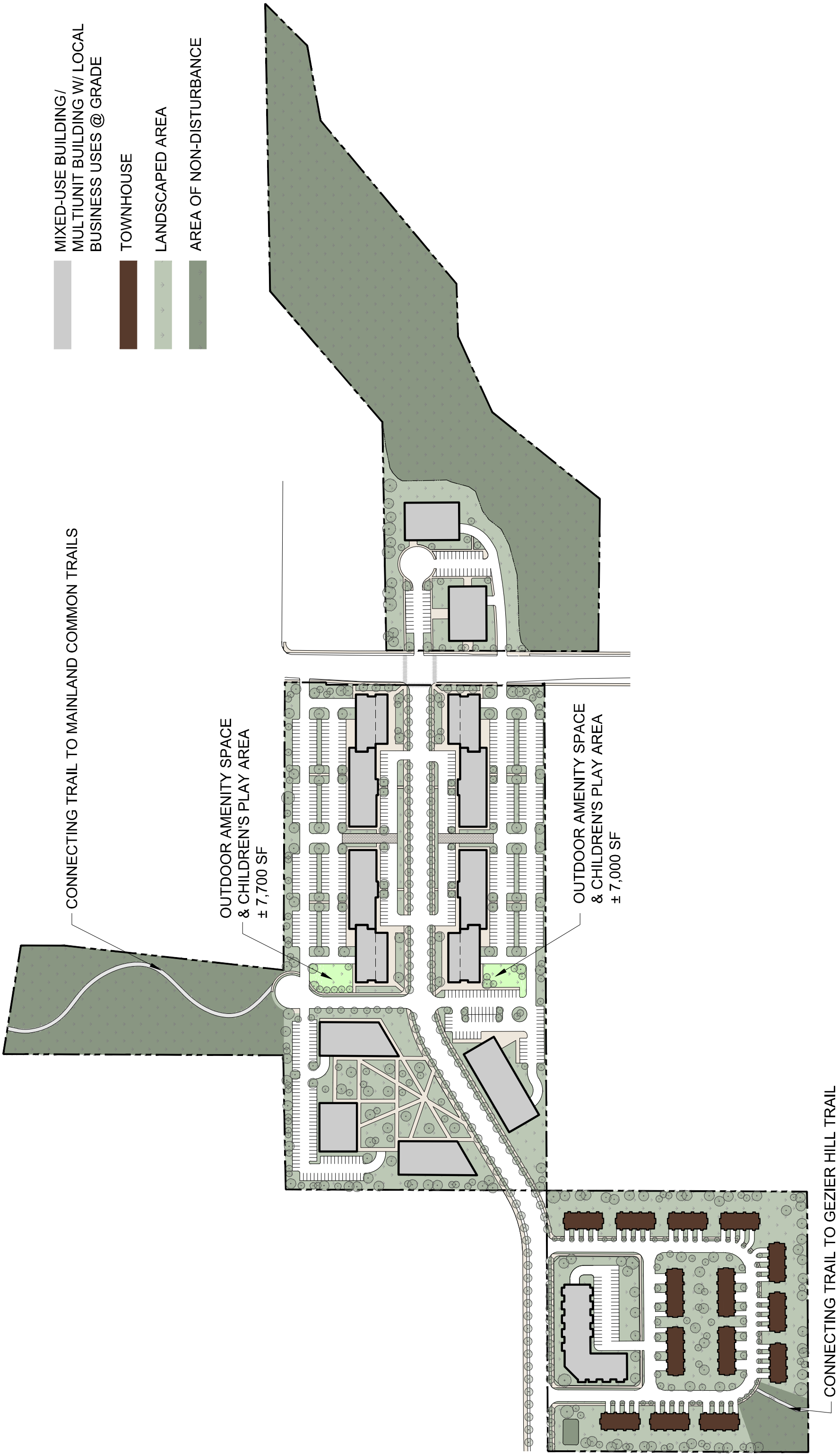
\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

Schedule B: Master Site Plan and Parkland

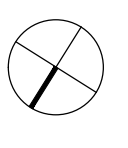


- MIXED-USE BUILDING/  
MULTIUNIT BUILDING W/ LOCAL  
BUSINESS USES @ GRADE
- TOWNHOUSE
- LANDSCAPED AREA
- AREA OF NON-DISTURBANCE

MAINLAND COMMON DEVELOPMENT  
HALIFAX, NS

SCHEDULE B  
MASTER SITE PLAN + PARKLAND

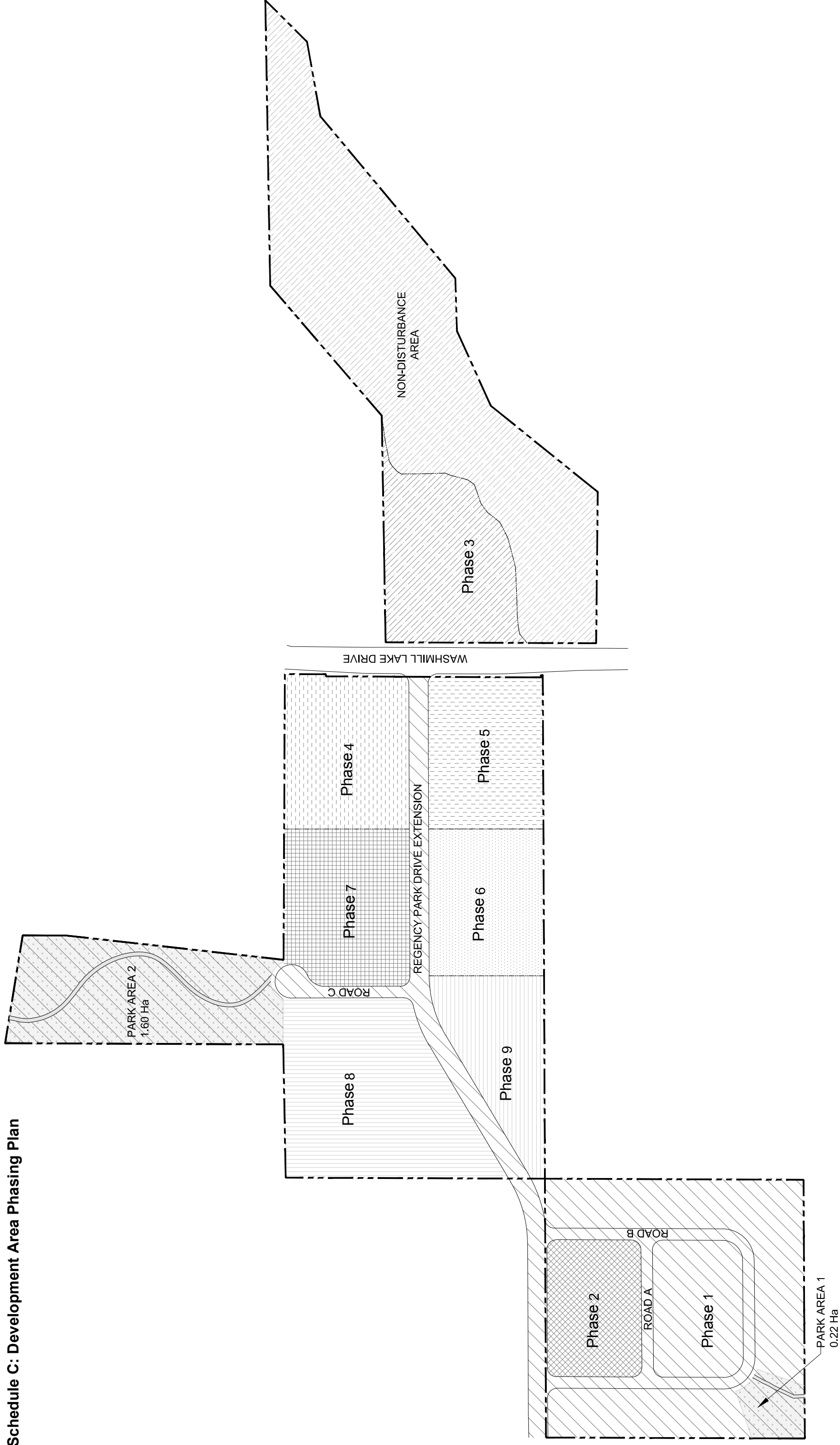
Project No.: P2011.26  
Scale: NTS  
Date: 30 Apr 2018



WM FARES  
ARCHITECTS

A01

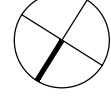
**Schedule C: Development Area Phasing Plan**



**MAINLAND COMMONS PROJECT**  
 HALIFAX, NS

**SCHEDULE C**  
**DEVELOPMENT AREA PHASING PLAN**

Project No.: P2011.26  
 Scale: NTS  
 Date: 6 Jul 2017



**WM FARES**  
 ARCHITECTS

**A02**

**SCHEDULE D:  
Architectural Design Requirements - Townhouses**

When considering a Stage II Development Agreement, townhouse developments shall conform to the following design requirements:

- (a) Blocks of townhouses shall be designed to ensure variation along the street. The same front facade and elevation, roofline, materials or colours should not be repeated within adjacent blocks of townhouses.
- (b) Each block of townhouses shall create the impression of distinct individual units through the use of building wall offsets, varied rooflines, and the use of different colours, materials or windows.
- (c) Architectural treatment shall be continued around all facades of the building.
- (d) Blank end walls shall be avoided by means such as, but not limited to, the location of windows, or architectural detailing.
- (e) Where a publicly-viewed facade includes a peaked roof, detail shall be provided between the top of the windows and the peak of the roof. Such detail could include, but is not limited to shingles, louvers, a window or exposed rafters.
- (f) Private exterior space, such as porches, balconies, patios or roof terraces, shall be provided for each individual unit.
- (g) Driveways shall be paired where possible. Landscaping shall be provided to break up individual driveways where pairing cannot be achieved.
- (h) The front yard setback may be reduced to 3.05 metres (10 feet), where parking areas are located in the rear yard.
- (i) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.
- (j) Any exposed foundation in excess of 1 metre (3.3 feet) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent.
- (k) Projections as such, but not limited to stairs, balconies, and bay windows shall be permitted into the required front yard setback no more than 1.52 metres (5 feet).

**Building Materials**

Building materials throughout the development should be chosen for their functional and aesthetic quality, and exterior finishes should exhibit quality of workmanship, sustainability and ease of maintenance. When considering a Stage II Development Agreement, the following guidelines shall be considered:

- (a) Permitted building cladding shall include, natural stone, brick, manufactured stone (masonry application), split faced concrete block masonry, cement based stucco system, prefinished metal, aluminum shingles, wood shingles, wood siding, glass and the limited use of cement board siding.
- (b) The scale of the material should be consistent with the scale of the building.

- (c) A minimum of two major exterior cladding materials, excluding fenestration, are required for any publicly-viewed facade. The proportions of each material shall be sensitively designed. The use of two discernible colours or two discernible textures of the same material are acceptable as meeting this requirement.
- (d) Materials used for the main facade shall be carried around the building where other facades are viewed from the street.
- (e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed, veneered, or mitigated with suitable landscaping.



**SCHEDULE E:  
Site & Architectural Design Requirements –  
Multiple-Unit Residential and Commercial Buildings**

When considering a Stage II Development Agreement, all multiple-unit residential and commercial developments shall conform to the following design requirements:

**1. Building Design**

**1.1 Heights, Facades and Articulation**

- (a) The maximum height of the buildings shall not exceed the heights identified in Section 3.6.5 of the Stage I Agreement.
- (b) The main facade and entrance of buildings within Phases 2, 4, 5, 6, 7 and 9 shall be oriented to Regency Park Drive Extension.
- (c) Phase 9 shall consist of a maximum of three buildings, as shown on Schedule B, with frontage on Regency Park Drive extension and Road C.
- (d) Street-facing facades shall have the highest design quality; however, all publicly viewed facades shall have a consistent and high-quality design expression.
- (e) All buildings shall be articulated into a base and middle through the use of stepbacks, extrusions, textures, materials, detailing and other means.
- (f) For all buildings, the streetwall height shall be between 11.0 metres and 16.0 metres.
- (g) For all buildings, the base shall be articulated with a minimum streetwall stepback of 2.0 metres above 4 storeys, where no balconies are present. and 3 m where balconies are present.
- (h) Long, uninterrupted blank walls are prohibited. Building walls shall be articulated with projections, recesses, changes in material and colour or a combination thereof.
- (i) The main façade of a building base should be articulated into distinct vertical and narrow sections, similar to townhouse and retail bay forms with frequent individually accessed units, through the use of projections, recesses, changes in material and colour or a combination thereof.
- (j) No mechanical equipment shall be permitted in the front or flankage yard of any building. All mechanical equipment must be screened through landscaping or through an accessory structure.

**1.2 Entrances, Doors and Windows**

- (a) All main entrances to the building shall be emphasized by detailing, changes in materials, and other architectural devices. Such details may include a change in height, roofline or massing, projection of the entrance, or the use of architectural devices such as lintels, columns, porticos, overhangs, corner boards, or fascia boards.
- (b) All main entrances to the building shall be covered with a canopy, awning, recess or similar device or approach to provide weather protection for pedestrians.
- (c) Service and delivery entrances shall be integrated into the design of the building and shall be located at the rear of the building.

**1.3 Roofs**

- (a) All rooftop mechanical equipment shall be screened from view by integrating it into the architectural design of the building.
- (b) Flat roofs or roofs with less than 5-in-12 pitch shall integrate mechanical equipment and include architectural detail along the roof which compliments the building architecture.
- (c) Where exposed roof surface areas are large, design elements shall be incorporated to break down perceived proportion, scale and massing of the roof to create human scaled surfaces. Such design elements could include dormers, gables, cross gables, varying planes or other elements.

## **2. Building Materials**

2.1 Building materials throughout the development should be chosen for their functional and aesthetic quality, and exterior finishes should exhibit quality of workmanship, sustainability and ease of maintenance. When considering a Stage II Development Agreement, Council shall have regard for the following:

- (a) Permitted building cladding shall include, natural stone, brick, manufactured stone (masonry application), split faced concrete block masonry, prefinished metal, aluminum shingles, wood shingles, wood siding, glass and the limited use of cement board siding.
- (b) The scale of the material should be consistent with the scale of the building.
- (c) A minimum of two major exterior cladding materials, excluding fenestration, are required for any publicly-viewed facade. The proportions of each material shall be sensitively designed. The use of two discernible colours or two discernible textures of the same material are acceptable as meeting this requirement.
- (d) Materials used for the main facade shall be carried around the building where other facades are publicly viewed.
- (e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed, veneered, or mitigated with suitable landscaping.

## **3. Accessory Buildings**

3.1 Accessory buildings for multiple unit buildings, commercial buildings or community facilities shall be designed similar to the principal buildings on the same site.

## **4. Parking**

4.1 Where surface parking is provided for more than 4 vehicles;

- (a) Parking lots shall, where possible, be located out of the public view from Regency Park Drive and Washmill Lake Drive;
- (b) Parking shall be broken up into moderately sized lots, with a maximum of 40 parking spaces per lot;
- (c) Parking lots shall be designed to include internal landscaping or hardscaping on islands at the ends of each parking aisle;
- (d) Parking lots shall be designed provide pedestrian connectivity through landscaping and clearly marked pedestrian access and paths, pedestrian-oriented lighting, and be concealed with low maintenance landscaped buffers or other mitigating design measures;
- (e) Parking shall be designed according to the principles of CPTED (Community Protection Through Environmental Design); and
- (f) Parking spaces shall be at least 2.74 metres (9 feet) x 6.01 metres (20 feet) in size.

## **5. Service and Storage Areas**

- 5.1 Where service, storage, utility or loading areas are required for multiple unit dwellings, commercial or institutional uses, they shall be screened from the public view and nearby residential uses. If these areas must be in the public view, they shall include high quality materials and features that can include continuous paving treatments, landscaping and well-designed doors and entries.

**ATTACHMENT B**  
**Review of Relevant Policies from the Halifax MPS and Halifax Mainland LUB**

<b>Halifax Municipal Planning Strategy (MPS)</b>	
<b>Section II – City Wide Objectives and Policies</b>	
<b>Part 1: Economic Development</b>	
<b>Applicable Policies</b>	<b>Staff Comments</b>
<p>1.2.2 <i>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.</i></p>	<p>The impact of developing the Schedule ‘K’ lands on the tax base is limited to an increase in the overall site value and tax. The Schedule ‘K’ Zone will enable future consideration for a mixed-use development consisting of different housing types.</p> <p>Municipal costs are those normally associated with service delivery to residential neighbourhoods. As such, there is no concern relative to this policy.</p>
<b>Part 2: Residential Environments</b>	
<p><b>Objective:</b> The provision and maintenance of diverse and high quality housing in adequate amounts, in safe residential environments, at prices which residents can afford.</p>	
<b>Applicable Policies</b>	<b>Staff Comments</b>
<p>2.1 <i>Residential development to accommodate future growth in the City should occur both on the Peninsula and on the Mainland, and should be related to the adequacy of existing or presently budgeted services.</i></p>	<p>The site is currently not serviced. However, as part of this application, a Traffic Impact Study and an analysis of sewer and sanitary services were completed. Both documents were reviewed by Development Engineering and Halifax Water, and deemed acceptable.</p> <p>Upgrades to the Geizer Hill Booster Station will be required to service the additional density of the development. These upgrades will be the responsibility of the Developer in consultation with Halifax Water.</p>
<p>2.1.1 <i>On the Peninsula, residential development should be encouraged through retention, rehabilitation and infill compatible with existing neighbourhoods; and the City shall develop the means to do this through the detailed area planning process.</i></p>	<p>Not applicable.</p>
<p>2.1.2 <i>On the Mainland, residential development should be encouraged to create sound neighbourhoods through the application of a planned unit development process and this shall be accomplished by Implementation Policy 3.3. It is the intention of the City to prepare and adopt a planned-unit development zone subsequent to the adoption of this Plan.</i></p>	<p>The intent of Schedule ‘K’ policy is to allow for a comprehensive development of vacant properties in Mainland North. Through this approach provisions can be included to ensure the new development complements the existing development in the area and provides a framework for a well-planned mixed-use development.</p> <p>Please refer to the analysis of Implementation Policy 3.3 detailed below.</p>

<p>2.2 <i>The integrity of existing residential neighbourhoods shall be maintained by requiring that any new development which would differ in use or intensity of use from the present neighbourhood development pattern be related to the needs or characteristics of the neighbourhood and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.</i></p>	<p>Lower density types of units are to be located adjacent to existing/established lower density neighbourhoods. Higher density multiple unit developments are to be located along the proposed extension of Regency Drive and Washmill Lake Drive.</p> <p>Implementation Policy 3.1 is repealed Implementation Policy 3.2 is not applicable.</p>
<p>2.3 <i>The City shall investigate alternative means for encouraging well-planned, integrated development.</i></p>	<p>Not applicable.</p>
<p>2.3.1 <i>The City should restrict ribbon development which does not conform to the policies of this document and should seek ways to remove any such development which may become obsolete.</i></p>	<p>The proposal is for an infill development and is not considered a form of ribbon development.</p>
<p>2.3.2 <i>Ribbon development along principal streets should be prohibited in order to minimize access points required by local traffic.</i></p>	<p>The proposal includes creating a connection between Regency Drive and Washmill Lake Drive, which is qualified as a major collector Street. However, no driveways are permitted to be located off Regency Drive.</p>
<p>2.4 <i>Because the differences between residential areas contribute to the richness of Halifax as a city, and because different neighbourhoods exhibit different characteristics through such things as their location, scale, and housing age and type, and in order to promote neighbourhood stability and to ensure different types of residential areas and a variety of choices for its citizens, the City encourages the retention of the existing residential character of predominantly stable neighbourhoods, and will seek to ensure that any change it can control will be compatible with these neighbourhoods.</i></p>	<p>The vacant property is located within a predominately residential community, including Clayton Park Subdivisions (Phases 4 and 5) to the west and Mount Royal subdivision to the south. The surrounding land uses comprise single unit dwellings, two-unit dwellings, townhouses and multiple unit dwellings. As such, the character of this community can be considered mixed but with an emphasis on residential uses.</p> <p>Through the proposed Stage I development agreement, building types, scales and locations have considered existing residential uses. Multiple unit buildings have been placed away from existing lower density uses.</p>
<p>2.4.1 <i>Stability will be maintained by preserving the scale of the neighbourhood, routing future principal streets around rather than through them, and allowing commercial expansion within definite confines which will not conflict with the character or stability of the neighbourhood, and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.</i></p>	<p>The proposal is for a mixed-use development consisting of a mixture of low and high-density residential uses, minor commercial uses and parklands. The high-density type uses, such as multiple unit dwellings, will be located along the extension of Regency Park Drive, and the intersection of Washmill Lake Drive and Regency Park Drive.</p> <p>Implementation Policy 3.1 is repealed Implementation Policy 3.2 is not applicable.</p>

<p>2.4.2 <i>In residential neighbourhoods alternative specialized housing such as special care homes; commercial uses such as daycare centres and home occupations; municipal recreation facilities such as parks; and community facilities such as churches shall be permitted. Regulations may be established in the land use by-law to control the intensity of such uses to ensure compatibility to surrounding residential neighbourhoods.</i></p>	<p>The proposed agreement permits commercial uses, community facility uses, home based business uses and includes the provision of parkland dedication. Regulations for such uses are similar to those provided in the land use by-law for such uses.</p> <p>To ensure the development remains primarily residential, limits have been placed on the total gross floor area for commercial and community facility uses. The general location of such uses is to be determined through a future Stage II development agreement.</p>
<p>2.4.2.1 <i>Pursuant to 2.4.2 the land use by-law may regulate the number, size, height, illumination and location of signs.</i></p>	<p>The proposed agreement includes specific provisions for community ground signs. Signage for commercial uses shall be determined through a Stage II development agreement. All other forms of signage, such as signage for home based businesses shall comply with the requirements of the land use by-law.</p>
<p>2.4.3 <i>Further to City-Wide residential and heritage policies which recognize the diversity of residential neighbourhoods and encourage the retention of existing structures which reflect the City's heritage, the City recognizes that areas designated and zoned residential-commercial provide opportunities for conversions to residential tourist accommodations uses. To encourage the reuse of buildings in these areas for these purposes, the land use by-law shall establish provisions which permit these uses in existing buildings subject to special controls</i></p>	<p>Not applicable.</p>
<p>2.6 <i>The development of vacant land, or of land no longer used for industrial or institutional purposes within existing residential neighbourhoods shall be at a scale and for uses compatible with these neighbourhoods, in accordance with this Plan and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.</i></p>	<p>The site is vacant and zoned Schedule 'K'. Through Implementation Policies 3.3, the site can be development with a mixture of uses in the form of a Stage I and Stage II development agreements.</p> <p>Please refer to Staff's analysis detailed below.</p> <p>IM Policy 3.1 – Repealed IM Policy 3.2 – N/A</p>
<p>2.8 <i>The City shall foster the provision of housing for people with different income levels in all neighbourhoods, in ways which are compatible with these neighbourhoods. In so doing, the City will pay particular attention to those groups which have special needs (for example, those groups which require subsidized housing, senior citizens, and the handicapped).</i></p>	<p>The proposed development includes 2 housing styles with a variety of bedroom unit mixes, and which would provide options for different income levels.</p>

<p>2.9 <i>The City shall actively seek to influence the policies and programs of other levels of government in order to implement the City's housing policies and priorities, and shall also actively seek taxation preference as one method of encouraging rehabilitation of existing housing stock.</i></p>	<p>Not applicable.</p>
<p>2.10 <i>For low and medium density residential uses, controls for landscaping, parking and driveways shall ensure that the front yard is primarily landscaped. The space devoted to a driveway and parking space shall be regulated to ensure that vehicles do not encroach on sidewalks.</i></p>	<p>The majority of landscaping requirements and parking requirements for low and medium density development will be subject to the requirements of the Land Use By-law for Mainland Halifax.</p>
<p>2.11 <i>For all residential uses the parking and storage of vehicles such as trailers, boats and mobile campers, shall be restricted to locations on the lot which create minimal visual impact from the street.</i></p>	<p>The parking and storage of vehicles such as trailers, boats and mobile campers, will be subject to the requirements of the Land Use By-law for Mainland Halifax. In addition, the proposed Stage I development agreement requires including detailed parking provisions as part of the Stage II development agreement for the corresponding phase.</p>
<p><b>Part 3: Commercial Facilities</b>  <u>Objective:</u> The provision of commercial facilities appropriately located in relation to the City, or to the region as a whole, and to communities and neighbourhoods within the City.</p>	
<p><b>Applicable Policies</b></p>	<p><b>Staff Comments</b></p>
<p>3.1.1 <i>The City shall review all applications to amend the zoning by-laws or the zoning map in such areas for conformity with the policies of this Plan with particular regard in residential areas to Section II, Policy 2.4.</i></p>	<p>This application is consistent with the Halifax Municipal Planning Strategy. See Section II, Policy 2.4 above.</p>

<p>3.1.2 Minor commercial centres should service several neighbourhoods. They should locate along principal streets with adequate provision for pedestrian, transit, service and private automobile access. Parking provision should be allowed on surface lots servicing single businesses, as long as conditions preclude nuisance impact on adjacent residential areas. Access to any parking area from the principal street should be controlled. The City should define the geographic limits of minor commercial centres, and shall encourage contiguity of commercial or associated uses within those limits. Minor commercial centres should offer a wider range of services than neighbourhood shopping facilities including local office, restaurants, cinemas, health centres and multi-service centres. Notwithstanding any other policy in the Municipal Planning Strategy or Secondary Planning Strategies, billboards advertising off-site goods and services shall be prohibited in Minor Commercial areas. This policy shall serve as a guideline in rezoning decisions in accordance with Implementation Policies 3.1 and 3.2 as appropriate.</p>	<p>The proposed development agreement permits Minor Commercial Uses, subject to the C-2A (Minor Commercial) Zone of the Land Use By-law for Halifax Mainland, and other uses such as retail, restaurant, drinking establishment, office, personal service and others. These uses will be focused along the extension of Regency Park Drive, as highlighted in Schedule A of Attachment A of the proposed development agreement.</p> <p>The detailed design of the commercial spaces in each phase will be addressed through the Stage II Agreement.</p>
<b>Halifax MPS - Implementation Policies</b>	
<b>Applicable Policies</b>	<b>Staff Comments</b>
<p>3.1.1 <i>The City shall review all applications to amend the zoning by-laws or the zoning map in such areas for conformity with the policies of this Plan with particular regard in residential areas to Section II, Policy 2.4.</i></p>	<p>This application is consistent with the Halifax Municipal Planning Strategy. See Section II, Policy 2.4 above.</p>
<p>3.3 <i>For the residentially designated undeveloped areas of Mainland North, the City shall, pursuant to Section 38(2)(p) of the Planning Act, establish such development regulations as are necessary to implement the policies of this Plan.</i></p>	<p>The site is designated 'Residential Environments' under the Halifax MPS. It is vacant and located in the Mainland North Area, adjacent to the Mainland Commons.</p>
<p>3.3.1 <i>Further to Policy 3.3 above, these areas shall be identified on the zoning map and within such areas no development permit shall be issued unless the proposed development has been approved by a resolution of Council, and further, except under an agreement with Council pursuant to Section 34(1) of the Planning Act.</i></p>	<p>The site is identified in the Zoning Map as Schedule 'K', which signifies that a Stage I and Stage II development agreements to develop the site require Community Council's approval before any development permits can be issued.</p>



<p>3.3.2 <i>Further to Policy 3.3.1 above, the purpose for which land within these areas is to be developed shall be primarily residential, and an emphasis shall be placed on a mix of housing types, shall include provision for local commercial uses that are intended to serve the residents of the immediate area, and shall include provision for automobile, transit and pedestrian circulation and an emphasis on conservation of natural environment features including lakes and waterways, mature trees and natural topographic features. In addition to the above, City Council may consider provision for minor commercial uses in accordance with Policy 3.1.2 in Section II, provided that such uses are consistent with the policies of this Plan, are compatible in design form and function with comprehensively planned development and with development adjacent to a comprehensively planned development, and that such uses are located in such manner as to be in accord with Policy 2.4.1 of Section II, as the principles of said policy may apply to areas of vacant land.</i></p>	<p>The proposed Stage I development agreement, contained in Attachment B, allows for a primarily residential development that includes the following features:</p> <ul style="list-style-type: none"> <li>• two housing types including townhouses and multiple-unit building;</li> <li>• lower density development is to be located adjacent to the existing residential development;</li> <li>• commercial uses are located adjacent to Regency Park Drive;</li> <li>• a total of 1.84 Hectares (4.5 Acres) in two parcels to dedicated to HRM as parklands;</li> <li>• establishment of local street connectivity between Regency Park Drive and Washmill Lake Drive;</li> <li>• pedestrian/emergency vehicle connectivity between Regency Park Drive and Washmill Lake Drive; and</li> <li>• development phasing through 3 – 9 separate Stage II development agreements.</li> </ul>
<p>3.3.3 <i>The City shall prepare and adopt plans for major public facilities including the location of collector roadways, schools and major community open space in the residentially designated undeveloped areas of the City.</i></p>	<p>The proposed Stage I development agreement requires two parcels of parkland (total of 4.5 acres) to be dedicated as parkland and public open space.</p>
<p>3.3.4 <i>In entering into agreements pursuant to Policy 3.3.1 above, Council shall be guided by the policies contained in Section II of this Plan, and shall not enter into agreements which are inconsistent with the policies of this Plan.</i></p>	<p>Please refer to the review of Section II Policies listed above.</p>
<p>3.3.5 <i>Prior to entering into any agreements pursuant to Policy 3.3.1, Council shall advertise its intention to do so and shall hold a public hearing at which time any objections shall be heard.</i></p>	<p>The HRM Charter sets forth the conditions by which a Municipality may enter into a development agreement. The Charter does not allow a development agreement to be approved by Council without first holding a Public Hearing. As such, a public hearing is required to be held by Community Council before consideration of approval.</p>
<p>4. <i>When considering amendments to the Zoning By-laws and in addition to considering all relevant policies as set out in this Plan, the City shall have regard to the matters defined below.</i></p>	<p>N/A</p>
<p>4.1 <i>The City shall ensure that the proposal would conform to this Plan and to all other City by-laws and regulations.</i></p>	<p>This application is consistent with the Halifax Municipal Planning Strategy</p>

## Attachment C - Excerpt from the Halifax Mainland LUB – Schedule K

### SCHEDULE "K"

- 68(1) Any area of land shown as Schedule "K" shall be a Comprehensive Development District.
- 68(2) No development permit shall be issued for a development in a Schedule "K" unless the proposed development has been approved by a resolution of Council.
- 68(3) (a) The purpose for which land within a Schedule "K" area is to be developed shall be primarily residential, and an emphasis shall be placed on a mix of housing types; shall include provision for local commercial uses that are intended to serve the residents of the immediate area, and community facilities for the use of residents in the immediate area; and shall include provision for automobile, transit, and pedestrian circulation; and an emphasis on conservation of natural environment features including lakes and waterways, mature trees, and natural topographic features. In addition to the above, Council may consider provision for commercial uses in accordance with the policies of the Municipal Planning Strategy.
- 68(3) (b) Notwithstanding clause (a), pursuant to Section II, Policy 3.3 of the Municipal Development Plan, the lands designated commercial on the east of Bicentennial Drive at the Bayers Lake Interchange shall be developed primarily as a mixed commercial/residential area.
- 68(4) For greater certainty, but without limiting the general powers of Subsection 68(3) above, the following uses may be permitted:
- (a) detached one family dwellings;
  - (b) semi-detached dwellings;
  - (c) duplex dwellings;
  - (d) apartment houses;
  - (e) attached houses;
  - (f) public park or playground;
  - (g) commercial uses;
  - (h) local commercial uses intended for the use of residents of the immediate area;
  - (i) a community centre;
  - (j) golf course;
  - (k) notwithstanding Section (h) above, regional scale retail uses, including large-format outlets, shall only be permitted on those lands situated at the south-east quadrant of the Lacewood Drive/Bicentennial Drive interchange.
  - (l) uses accessory to any of the foregoing uses
- 68(5) An application for a development permit in any Schedule "K" area shall be submitted in two stages, the first stage of which shall be a tentative plan that shall include the following information for the entire area of land owned by the applicant which is designated as Schedule "K":
- (a) A plan to a scale of 1" = 100', or 1" = 40', showing the following information:
    - (i) The location of the various uses and their areas;
    - (ii) Delineation of the various residential areas indicating for each such area its size and location, number of dwelling units (including number of bedrooms for each unit), types of dwelling units (i.e., townhouse, apartments, single family dwellings), parking layout and population density;
    - (iii) The location, size, shape, and surface treatment of public and private open spaces;
    - (iv) The proposed interior roadway system and connection to existing roadways including location of bus bays;
    - (v) Topography of the area showing contour intervals of not more than five feet of elevation, as well as an indication of soil coverage of the site;
    - (vi) All existing and proposed rights-of-way and easements, either public or private, within the area;

- (vii) Description, size and location of the proposed community cultural facilities, community centres, etc.;
- (viii) Description, size and location of proposed local commercial uses intended for the use of residents of the immediate area;
- (ix) The uses and ownership of land abutting the area in question;
- (x) A key plan with a scale between 1" = 200' and 1" = 1,320' showing the location of the site in relation to the surrounding communities;
- (xi) General indication of how the phasing and scheduling is to proceed, if phasing is intended for the project.

- (b) A plan to a scale of 1" = 100' and 1" = 40' showing an outline of the existing and proposed:
  - (i) roadways, walkways, rights-of-way and easements;
  - (ii) sanitary sewer system;
  - (iii) storm sewer system;
  - (iv) water system;
  - (v) surface drainage and means of disposal of the water;
  - (vi) street and walkway lighting;
  - (vii) telecommunication system;
  - (viii) electrical distribution system.

- (c) A plan showing the overall drainage areas contributing to the flows of the area in question.

68(6) After holding a public hearing and considering the plan proposal submitted under Subsection 68(5), Council shall determine whether the applicant may proceed to final approval and on what conditions, if any, Council may refuse the proposal where, in the opinion of Council, the proposal is inconsistent with the purposes of Schedule "K" or Section 5 of this by-law.

68(7) In the event that Council does not refuse the application, the applicant shall provide:

- (a) such information as required by Sections 63 and 64 of the by-law for that portion of the proposal for which the applicant is applying for a development permit;
- (b) such additional information (final servicing plans, survey plan, etc.) as may be required by the Development Officer;
- (c) the terms of the proposed agreement pursuant to Subsection (8).

68(8) Approval by Council under Section 68(6) shall only be granted subject to the condition that the registered owner of the land upon which the development is to occur shall enter into an agreement with Council containing such terms and conditions as Council may direct.

68(9) Council shall consider the application for final approval and shall either approve the development or notify the applicant of the objectionable features of the final plan.

69(1) (Deleted)

69(2) (Deleted)

## ATTACHMENT D - Public Consultation Meeting Summary

### STAFF IN

**ATTENDANCE:** Jillian MacLellan, Planner, HRM Planning Applications  
Alden Thurston, Planning Technician, HRM Planning Applications  
Cara McFarlane, Planning Controller, HRM Planning Applications

### ALSO IN

**ATTENDANCE:** Councillor Reg Rankin, District 12  
Cesar Saleh, W.M. Fares Group

### PUBLIC IN

**ATTENDANCE:** Approximately 48

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The meeting commenced at approximately 7:02 pm.

#### 1. Call to order, purpose of meeting – Jillian MacLellan

Case 19532 is an application for a proposed rezoning and Stage I development agreement for a property in relation to the Mainland Commons.

Ms. MacLellan introduced herself as the Planner facilitating this application through the planning process; Councillor Reg Rankin, District 12; Cara McFarlane and Alden Thurston, HRM Planning Applications; Cesar Saleh, W.M. Fares Group, representing the property owner.

The purpose of the Public Information Meeting (PIM) is to identify that an application has been received, give some background on the proposal and receive feedback on the proposal from the public. This is purely for information exchange and no decisions are made at the PIM.

The applicant is proposing to rezone a small portion of the property from the I-2 (Radio Transmitter) Zone to a Schedule K Zone. If that is approved they would like to enter into a Stage I development agreement to allow for a mixed residential and commercial development.

Ms. MacLellan explained the definition of a rezoning and development agreement to the public.

In the Mainland North area for Halifax, development agreements are divided into a Stage I and a Stage II development agreement. A Stage I agreement is quite broad setting out general concepts and layout. The Stage II agreement is much more detailed generally dealing with a specific component of the development (building placement, architectural requirements, etc.).

#### 2. Overview of planning process – Jillian MacLellan

The planning process is as follows: application submitted; a PIM held; review of the application by HRM Staff; through public comments and ones received from different agencies, Staff will draft a development agreement; once the development agreement has been negotiated, Staff provides a report to Halifax and West Community Council (HWCC) which would provide Staff's recommendation on approval or refusal of the proposal; an appeal period of 14 days follows HWCC's decision; if no appeals are filed, the development agreement can be signed, registered and an application for a Stage II development agreement can be submitted by the applicant.

#### 3. Presentation of Proposal – Jillian MacLellan

The property is located near the Mainland Commons where a variety of different uses exist in the area (residential, commercial, institutional). There are lands owned by Halifax Regional Water Commission (HRWC) and CBC. There are a variety of recreational facilities (Mainland Commons and trails) that make up a large portion of the adjacent property.

Different types of residential development in the area were shown. The majority of residential development in the area is multi-unit dwellings. The commercial node at Lacewood and Regency Park Drives, the CBC lands adjacent to the property and some recreational facilities were shown on the screen.

The property is designated Residential Environments within the Halifax Municipal Planning Strategy (MPS) and the majority of the property is zoned Schedule K while a small portion is zoned I-2 under the Halifax Mainland Land Use By-law (LUB). It is the I-2 Zone portion that the applicant would like to rezone to Schedule K.

The Schedule K Zone permits mainly residential development with commercial and institutional uses and requires a Stage I and a Stage II development agreement before any permits can be issued for development.

As part of the Stage I development agreement, the applicant is proposing mixed residential units, townhouse units, multi-unit residential buildings (heights ranging from five to twelve storeys). A commercial node along Regency Park Drive, two parkland components (including a neighbourhood park and an addition to the Mainland Commons), and an extension to Regency Park Drive are also proposed. The concept plan was shown.

The Stage I development agreement will set out the general concept layout for the development such as different building forms and their location. Schedule K requires the majority of the development be residential uses; however, commercial and community facilities that would complement the proposed development and surrounding neighbourhoods is encouraged.

### **Presentation of Proposal – Cesar Saleh, Engineer with W.M. Fares Group**

An overall map of the area was shown. There are three parcels of land: Area 1, Area 2 and Area 3. The parcel is about 50 acres in size, undeveloped and has an urban context close to major arterial routes, transit connections and existing services.

Area 1 is adjacent to Mount Royale. The development is limited to the front portion of the property. Area 2 is the former golf range lands (known as the former CJCH lands) and borders the end of Regency Park Drive. Area 3 is adjacent to the 11 storey building at the end of Regency Park Drive.

Area 1 is 13.34 acres and fronts on Washmill Lake Drive. The applicant is proposing two multi-unit residential buildings with 11 floors and 110 units each. The buildings are a little taller but have a smaller footprint with ample parking and open space. The back portion of this lot is not slotted for development.

Area 2 is 23.48 acres and currently fronts on Washmill Lake Drive with a lighted intersection at Regency Park Drive. There are four mixed-use buildings with two storeys of commercial/retail at grade, offices on the second floor and then stepping into residential, consisting of 60 units, at the nodes (ends) of the buildings. There are four multi-unit residential buildings, ranging between eight and twelve floors, located at the end of Area 2 which back onto the Mainland Commons. The buildings will front the streetscape with commercial at grade to allow friendly streetscapes that are pleasant to walk in front of and avoid asphalt parking lots in front of the buildings. There is ample landscape open space between three of the buildings. There is a large parcel of land in Area 2 that will be used as park dedication.

Area 3 is 10 acres in size and fronts on Regency Park Drive. There is one multi-unit residential building and 15 blocks of four townhouses each proposed. The multi-unit building, consisting of five storeys stepping into eight and 100 units, is adjacent to the existing 11 storey building at the end of Regency Park Drive. Buildings 2 to 16 are the townhouse blocks totaling 60 townhouses. Each block of townhouses would have a different design.

There is an existing trail that enters Area 3; therefore, HRM has asked the applicant to move some of the townhouses to allow the trail to enter into the proposed park and local pedestrian circulation. The location of another existing trail was shown and the idea will be to connect this trail through the proposed park dedication lot (4 acres in size) and probably put an active transportation trail connecting to the community.

A few slides were shown to illustrate building mass, heights and footprints and how they would fit on the land in relation to the surrounding existing buildings.

Some slides were shown of different styles of buildings and townhouses that the developer has built in the past, or currently building, to give an idea of what could potentially be built in this development.

#### 4. Questions and Comments

**Bob Shannon, Solutions Drive** – What is the timeline to complete the entire development? **Mr. Saleh** anticipates this to be about a ten year project. The buildings will not be built at the same time. **Ms. MacLellan** – In regard to the planning process, it could be eight months to a year before the application is approved by HWCC.

**Mr. Shannon** - What would the total density be? **Mr. Saleh** – Total density would be approximately 2300 people (47 persons per acre). **Ms. MacLellan** - The density that is being proposed is higher than what HRM considers for this area; therefore, Staff will have to look at that. Density for this area was established through the Mainland North Secondary Plan back in 1982 or 1986. For a portion of the property it establishes a density of 30 persons per acre and for another portion 40 persons per acre. Staff will be looking for an average of 33 persons per acre for this development.

**Mr. Shannon** - What about the infrastructure in regards to traffic and existing traffic on Lacewood Drive? **Mr. Saleh** - All services are available for this parcel of land. The Regency Park Drive connection behind Home Depot was always envisioned. The road is classified as a major collector road; therefore, is capable of handling the proposed density. A traffic study was done and is available to the public. The report indicates that a lighted intersection is warranted where the developer has proposed one.

**Laurie Mosher, Bently Drive** – Bently Drive is very narrow and cars are parked along the side of the road because most of the residents in the apartment buildings own two vehicles. There is concern about the parking in Area 1 as there will be about 450 extra vehicles for 1200 units. Will there be ample parking? Apartments in this price range usually have two adults who typically require a car each. **Mr. Saleh** – There is underground parking (one space per unit) and then extra parking outside for visitors and second vehicles that residents may own. There are 1.5 parking spaces per unit. The LUB requires 1 space per unit but the developer requested more. **Mr. Saleh** will check into this. **Ms. MacLellan** – Staff will compare this with what was required for Bently Drive and make sure the number is larger.

**Ms. Mosher** – It looks like there is a road connecting from the top of Bently Drive. Will that be closed off? Will there be access from Bently Drive to those two buildings. **Mr. Saleh** – There is no connection between Bently Drive and Area 1 and it is not anticipated. Area 1 is accessed directly from the major collector, Washmill Lake Drive.

**Bob McDonald, Warwick Lane, Chair of a local trail group** – Is there a wetland in Area 1? **Mr. Saleh** – There is but the development is outside the wetland area. **Mr. McDonald** – Could that be considered as an additional parkland contribution? **Ms. MacLellan** – HRM generally won't consider wetlands as parkland dedication but they may consider it as conservation lands. Staff could discuss that further. **Mr. Saleh** – As part of the road classification and in addition to the proposed trails and parkland, there is a paved active trail from the proposed lighted intersection through to Regency Park Drive as well as a sidewalk on the opposite side. **Ms. MacLellan** – The active transportation department requires the development to have a sidewalk on one side and a shared sidewalk/active transportation trail on the other.

**Mr. McDonald** – Why not rezone the large parcel of proposed parkland in Area 2 to Parkland rather than Schedule K? **Ms. MacLellan** – Schedule K allows for the development agreement to be placed on the property and under the development agreement the parcel would be parkland.

**Mr. McDonald** – Are you aware of the topography in Area 3 where you are proposing the park? There is a steep grade there. **Ms. MacLellan** – She will ask the parks department to make sure a trail is feasible at that location.

**Tim Rowe, Washmill Lake Drive** – Washmill Lake Drive has bicycle lanes on either side; therefore, no one can park on that street. **Mr. Saleh** – There is no intention to park on Washmill Lake Drive. There is ample parking in Area 1. **Ms. Mosher** – Bently Drive is very dangerous as the cars are parked along the narrow street which makes it difficult to see children walking between the cars.

**Nathan England, Regency Park Drive** – What businesses is the developer hoping to attract? How would they benefit the residents? **Mr. Saleh** – Mostly personal service shops. The commercial/retail at grade is usually about 1200 square feet per space. Upstairs would be offices (medical, dental, etc.).

**Larry Wartman, Washmill Lake Drive, a Senior Manager for Operations and represents CBC Canada** – He is concerned about potential interference to services from their facility which would include all of the cellular services in the city (police, fire, paging, radio, television, etc.). An analysis needs to be done to ensure there is no interference.

**Mr. Wartman** - RF overloads to adjacent properties is also a concern. People living in these units might experience high RF energy levels which may interfere with electronic devices they have. There are studies (performed with other developments) that look at the impact of building heights and RF energy levels. This is very critical in respect to the people that may occupy these residential units.

**Mr. Wartman** – We have to respect Safety Code 6 which is required by Health Canada. Health Canada requires the non-ionizing radiation to be below established general public limits for safety reasons. The higher a building, the more susceptible people are to non-ionizing radiation. For the record, they would like to work with the developer and HRM to ensure that these things are respected. **Ms. MacLellan** – This application has been sent to Industry Canada and Health Canada for their review. **Mr. Saleh** - Noted comments. RF and Safety Code 6 studies were done six or seven years ago when dealing with one of the parcels but the studies will be done again to include the other properties and this particular proposal. In the first report, a height was established and all proposed buildings have remained below that. **Mr. Wartman** – Since that time, services from the tower have changed as well and Health Canada has significantly changed limits to the general public to be much more stringent so it really does require another analysis. **Mr. Saleh**- A new plan will be sent for a new analysis.

**Doug Wright, Regency Park Drive** – He believes there will be an additional 1200 to 1500 cars at the Lacewood Drive intersection. That intersection currently takes three lights to make a left-hand turn (on a Saturday). Once the bus terminal is active, there will be more traffic. There is only one way to the highway. **Mr. Saleh** – A traffic study was performed by a third party consultant for the whole development. The classification of this road was designed and anticipated to make that connection and should improve things as it will allow Fairview residents to access the amenities on Lacewood Drive.

**Mr. Wright** – With the commercial space next to the road, where is the garbage area and loading bays going to be located? **Mr. Saleh** - All the refuse for the residential buildings will be within the underground parking of the building which is standard. The loading for the commercial uses will be behind the building. The garbage bins and loading bays will not be visible from the street.

**Mr. Wright** – What is going to be done with all the existing wildlife? **Mr. Saleh** – He is not sure if there are any requirements. Area 1 has limited amount of space disturbed. Most of the development is on flat land that has already been disturbed. **One resident** – It is all forest from Regency Park Drive to Washmill Lake Drive. **Mr. Saleh** – The treed area is outside what is being proposed. He recognized that there is some vegetation that has to be removed.

**Mr. Wright** – HRM could look at the golf driving range. Will that be moved elsewhere or will it be developed?

**Mr. Wright** – Suggested more townhouses instead of the multi-unit buildings to reduce the traffic numbers.

**Hiram Tiller, Regency Park Drive** – There are three times during the day where there are conflicts with the traffic from the high school on Greenpark Close. What does HRM plan to do during these periods? Also, getting out from Regency Park Drive to Lacewood Drive is very dangerous. HRM must be able to do something. They should be proactive and put a left-hand signal there. **Ms. MacLellan** – She will bring both of those comments to the attention of the traffic authority although that would be outside of this

development agreement. **Mr. Tiller** – Pointed out that he has brought the issue up in the past and is told there will be little or no impact but yet the traffic keeps increasing.

**Claudette Gaudet, Greenpark Close** – She observes deer (two which have broken legs) in the area adjacent to the proposed townhouses every day several times a day. Maybe there needs to be a plan to relocate these animals or at least put up a crossing warning so that people are aware.

**Ms. Gaudet** – For most of the day, students and, at times, busses are parked up and down Regency Park Drive which is not taken into consideration. The entire hill can be backed up with people coming from the school and from the playground area. She respects the want for development but the developers need to be conscious of the fact that people (even those that live in high-rise buildings) like to see and appreciate greenspace. The parking is going to be at the back of these commercial buildings but it is significant and it is going to be visible for people living in the high-rise apartments.

**Ms. Gaudet** – With all the numbers of large buildings being built throughout the city, is this in keeping with the growth of the population? With populations getting smaller, who is moving into the buildings? **Ms. MacLellan** – These areas have undergone their planning processes and the ability for the development of either high-rise or multi-unit buildings or forms of residential style dwellings were permitted through those plans.

**Stacey Devoe, Bently Drive** – Her property backs on a piece of parkland which has yet to be developed due partly to improper grading resulting in a lot of water running onto her property. Is there a timeline for completion of the parkland? Hopefully it won't be left until the end when there is no money left and it can't be developed. **Ms. MacLellan** – That would be looked at in the overall stage of the development. As a result of the concerns from Mount Royale residents, the hope is not to repeat the same thing.

**Ms. Devoe** – She reiterated the traffic and parking concerns. It was mentioned that there will be 1.5 spaces per unit, but people have visitors. Where are they going to park? They will go down Bently Drive and there are already issues there.

**John Conn, Greenpark Close** – His main concern is safety. He is hoping for the extension of Regency Park Drive through to Washmill Lake Drive asap. Any emergency vehicle would have to take the roundabout way to his residence and it could be life threatening.

**Brenda Mitchell, Bently Drive** – Is the whole development a ten year plan? **Mr. Saleh** – Generally speaking as it will be done in multiple phases. **Ms. Mitchell** – After all the development agreements are in place, do you anticipate breaking ground for the first stage being in two-year's time? **Mr. Saleh** – That is a reasonable assessment. **Ms. Mitchell** – Would Area 1 be started first? **Mr. Saleh** – The intention is to make the connection right away. The phases have not been identified as of yet but assumes that Area 1 would be phase one.

**Ms. Mitchell** – She is also concerned about wildlife in the area. There is another large ten-year development just down on Washmill Lake Drive that will produce four buildings with 100 units in each which will increase traffic. Across the street from that, another 12 storey building with over 100 units is being developed. The building she is in and the one across the street from it are half vacant. Seniors and young families cannot afford these new places going up as rents are too high. **Ms. MacLellan** – There is policy that already allows for development to happen here but the policy requires that the development goes through a public consultation. **Mr. Saleh** – The developer would not be investing this real estate and money if it wasn't going to be profitable. The community will bring a variety of demographics to the area and one will benefit the other.

**Renaud Francoeur, Bently Drive** – He would like to see building #31 pushed back a bit on the property. Is the height 11 floors total or 11 floors plus the underground parking? **Mr. Saleh** – He will look into pushing the building back although there is a generous distance between building #31 and the block of townhouses on Bently Drive.

**Mr. Francoeur** - Suggested a roundabout instead of a signalized intersection. **Ms. MacLellan** – Will check with traffic authority but assumes that the capacity wouldn't warrant a roundabout. **Mr. Saleh** – The lighted intersection is what was recommended.



**Councillor Rankin, District 12** – He tried to have some issues with Mount Royale resolved (parking, flooding, undeveloped parkland). In his opinion, it was one of the worst forms of urban planning. HRM should have taken the opportunity to develop and participate in developing the parkland in Mount Royale. After the fact, it will cost more to develop the parkland and resolve the drainage problems. The proposed parkland needs to be developed. The signalized intersection needs to go in first before the numbers grow along with the concerns and frustrations. The current phase shows 1.25 parking spaces per unit but 1.5 spaces were mentioned and every space is important as there is no parking on Washmill Lake Drive. He is quite sensitive to what has happened in Mount Royale and hopefully HRM and the developer will take this into consideration when moving forward. He finds the façade and the commercial impressive and suggested it to be very much like Hydrostone in Halifax. It has to be very conducive to transit.

**Wendy McDonald, Warwick Lane** – She pointed out that there are very few public community facilities in the area. There may be a party room in a tall building but it is not accessible to the general public. A community garden might be a positive asset. There is a waterline owned by HRWC that people use as a walking trail. Perhaps the developer could enhance that somewhat. In 2008, HRM did have a Master Plan for the Mainland Commons. Maybe that Plan should be revisited. She applauds the idea of the active transportation link into the Mainland Commons. Nothing has been said about the new transit terminal. HRM has to make sure there is transit and enhance the approach to the new transit terminal (adequate lighting, sidewalks on Thomas Raddall Drive, all important linkages that make it a complete community, etc.). This is just one piece of the puzzle for Clayton Park West, Clayton Park Fairview and so on so that it is a place that folks will want to move to. There is an Urban Forest Master Plan and it frustrates her to see the other property in the area clear cut. HRM needs to retain our trees for clean air, pollution prevention, habitat, etc. Traffic studies are great but they are done in isolation. She suggested a signalized traffic light at the corner of Washmill Lake Drive and Main Avenue for safety. There are a significant number of cars but not enough people crossing to warrant the lights or a crosswalk at Main Avenue where the trail crosses. Everyone needs to work together as a community.

**Sylvia Wambolt, Greenpark Close** – Traffic data was gathered in February 2013 and since then there have been a lot more buildings open up at the end of Greenpark Close and surrounding areas so traffic studies are not up to date. **Ms. MacLellan** – She will bring this up with the development engineer. A lot of the developments in the area are required to go through a development agreement; therefore, the traffic consultant should have been aware of that.

**John Murrans, Regency Park Drive** – He is concerned about lights at the end of Greenpark Close and Thomas Raddal Drive as it is not an intersection. One of the streets would have to be moved in order to line them up.

**Mr. Wright** – Is there a noise by-law? Will there be limited construction time for this development? **Ms. MacLellan** – Yes, there is a noise by-law; however, sometimes a variance can be granted through Council's approval.

**Ms. Mitchell** – Why didn't HRM put a three-way stop where the Theatres are on Washmill Lake Drive? **Councillor Rankin** – He agreed that it is a poor layout but a stop sign or lights is not warranted there.

## 5. Closing Comments

**Ms. MacLellan** thanked everyone for coming and expressing their comments.

## 6. Adjournment

The meeting adjourned at approximately 8:48 p.m.