

March 11, 2024

Luc Oulette, MCIP, LPP
Principal Planner
Planned Growth
Planning and Development
ouellel@halifax.ca

RE: Substantive Amendment – Port Wallace Development Agreement/Special Planning Area

Dear Mr. Oulette:

Clayton Developments Limited on behalf of Lake Charles Holdings Limited (LCHL) is pleased to submit a substantive amendment request to the Port Wallace (Parks of Lake Charles) development agreement. This request includes the following requested amendments:

1. Revising the phasing plan to differentiate phases by land ownership. This includes updating the corresponding DA text to not require different landowners to approve the subdivision plans of other owners;
2. Revising the concept plan to enable the concept subdivision process for different landowners.
3. Revised phasing for LCHL lands to reflect updated Phasing areas. This includes revising the phasing plan for the LCHL lands to provide better second means of access arrangements in the proposed Phase 3A. This also proposes increased flexibility in removing the requirement that phasing be done in a sequential order, where the phasing is insignificant.
4. Revisions to the text of the DA to simplify bonding for future parkland.

This application is being made concurrent with the application for a Concept Plan for the LCHL lands as well as Engineering Design Approval for the next Phase (Phase 2A, or possibly 2A and 2B)). As discussed with staff, the approvals for these additional items will not take place until the development agreement is officially amended and approval is enabled. For reference, the Port Wallace Concept Plan is subdivision application SUBDIV-2023-01815. Our Phase 2 Application for engineering design approval will also be submitted shortly (no file number as of yet).

The following explains the rationale and contributing factors that necessitate the need for the requested amendments:

1. Phasing based on Land Ownership - After the commencement of construction on the Parks of Lake Charles, we have become aware of a series of unintended consequences from the existing wording in the development agreement.

The existing development agreement phasing plan (Schedule C) was based on the intended year that construction was anticipated for each portion of land, and a phase number was assigned to each phase based on that year. The unintended impact is that separate landowners were linked together by the phase number. The Development Officers have interpreted this to require cooperation and coordination of unrelated landowners where lands are separated by distance and/or ownership.

To resolve this, we are proposing to separate phasing by landowner and assign unique phase numbers based on ownership. Wheby owned lands would be identified with the prefix of "W-", followed by a numerical phase number, while Conrad lands would have a prefix of "C-" followed by a numerical phase number. Lake Charles Holdings Limited would identify each phase without a prefix and a numerical identifier. This change effectively makes all phases unique based on ownership. For example, Phase 3 (PWHL) is different from Phase C-3 (Conrad). Additional wording within the development agreement would be required to facilitate separate phases. Draft wording changes are proposed in the attached enclosures.

2. Concept Plan Based on Ownership – Similar to the issue with the Phasing Plan, a related issue has been identified in the requirements for the participation in the Concept Subdivision process. Typically, a Concept Subdivision is only required for lands under the ownership of the subdivider as outline in Section 91(1) of the Regional Subdivision By-law. In the case of the existing development agreement, the interpretation that a single concept plan is required for all landowners has been made by the Municipality. This is contrary to what was anticipated and impractical for a variety of reasons. These include the fact that each landowner has different priorities, financing timelines, and the joint process is difficult for companies that only have informal relationships with each other, differing timelines and no mechanism for the apportioning of costs.

Further the Conrad Brothers Limited property does not directly connect to the Lake Charles Holdings Land thus there really is no rationale for a common Concept Subdivision application. In addition, the Whebby Lands is a small parcel of land with limited road connections. Any concerns relating to how the parcels integrate with each other can be easily handled by separate concept Subdivision processes for each landowner or in the Whebby case be in one phase and a concept plan is not generally required as per Section 93(2) of the Regional Subdivision By-law. Thus, all matters would be coordinated through Final Subdivision.

To resolve this issue, text is being proposed in the development agreement which would enable separate concept subdivision processes for each landowner as per the Regional Subdivision By-law. This will result in two or three concept plans based on current ownership, one for LCHL, one for Conrad and possibly one for Whebby. We do not anticipate this will cause any issues as each of these lands will still have to meet the Concept Plan/Final Plan requirements in the development agreement and the Subdivision By-law.

3. Additional Updates to the Phasing Plan - Further to the changes above, we have evaluated the Phasing Plan to identify opportunities for improvements to the phasing based on community needs, current market and economic conditions. The following changes have been identified and proposed shifts to the phasing:

- Existing Phase 2 needs to be broken into two parts, Phase 2A and 2B to respond to finance and market conditions.
- Phase 5 of the existing development agreement is proposed to be attached to Phase 2B as the road frontage for these sites are created within Phase 2B.
- Phase 6 is proposed to become Phase 3A to create another access point to Phase 1 and to the adjacent Whebby lands earlier than originally anticipated. This also makes additional ground-based housing available earlier than originally anticipated.
- Phase 8 on Road I is proposed to become part of Phase 4 to provide earlier access to other phases and ground based housing.
- All other phasing is updated to respond to the separation of phasing on the W. Eric Whebby and Conrad Bothers lands and the above noted adjustments.

The above changes do not propose changes to Land Use and thus only have impact on Phasing. Ultimately the changes to the phasing and concept do not change the enabled lands uses or change the development completion timing for the development. As a result, additional impacts from the development are not anticipated.

4. Updates to the Bonding for Parkland - We are requesting changes to the bonding provisions under the development agreement with to provide an alternative arrangement to bonding than what is outlined in the Regional Subdivision By-law.

Approximately 2 years ago, unexpectedly, the Municipality altered its administration of the provision of parkland in subdivision (Phase 7-4 of Bedford West). Prior to this change, Clayton Developments had not been asked to bond for parkland within one of our master plan areas in any of our developments.

The current means of implementing bonding has had unexpected impacts. The situation is such that it is currently delaying our ability to construct on the lands within Port Wallace by impacting our ability to borrow funds. As more phases are subdivided, the size required for the bond may actually prevent the ability to construct the development due to the size of bonding required. In summary, the current levels of bonding now required are causing administrative issues, financing issues, cash flow issues and outright additional cost. The problems are significant enough that we are seeking relief.

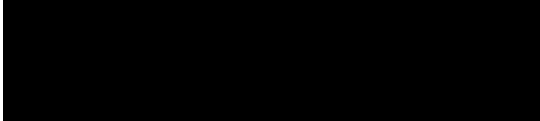
We are seeking the waiving of bonding for parkland within the Port Wallace masterplan area. We feel this is justified because the obligation to provide parkland is already legally established and secured within the development agreement and bonding is not necessary. Furthermore, it my understanding that the Municipality has never needed to cash a bond we have posted for security as we have always met our obligations. If there was ever a place for language which supported "preferred partner" opportunities, this may be one.

We have not suggested any language to enable what is being suggested as we feel this will be subject to discussions initiated by this application. We look forward to having these discussions on this matter.

Please find attached a letter of authorization from Conrad Brothers Limited. The letter from W. Eric Whebby Limited is forthcoming. Lake Charles Holdings Limited, the other main landowner is a sister company to Clayton Developments Limited and we directly represent this company.

Thank you for your consideration and attention on this request. Should you have any questions with regards to the enclosed materials, please do not hesitate to contact the undersigned.

Kind regards,



Andrew Bone, MCIP, LPP
Director of Planning & Development
Clayton Developments Limited

Enclosures

- Schedule C – Existing Phasing Plan
- Schedule C-1 –Proposed Phasing Plan
- DA with proposed tracked changes (Preliminary)
- Authorization Letter – Whebby (To be Provided)
- Authorization Letter - Conrad