



P.O. Box 1749
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Item No. 10.1.1
Halifax and West Community Council
February 13, 2023
March 27, 2023

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: - Original Signed -
Kelly Denty, Executive Director of Planning and Development

DATE: January 24, 2023

SUBJECT: Case 23684: Development Agreement for 278 Lacewood Drive, Halifax

ORIGIN

Application by WSP Canada Inc. on behalf of the property owner.

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 the proposed development agreement, as set out in Attachment A, to allow an existing commercial building to remain and a new commercial building to be constructed at 278 Lacewood Drive, Halifax and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the 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

WSP Canada Inc., on behalf of the property owner, is applying to discharge an existing development agreement for a shopping centre and to enter into a new development agreement to allow the existing commercial building and the construction of a new commercial building at 278 Lacewood Drive, Halifax.

Subject Site	278 Lacewood Drive, Halifax (PID 00345033)
Location	Southwest corner of the intersection of Lacewood Drive and Dunbrack Street
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Commercial (COM) of the Halifax Municipal Planning Strategy
Zoning (Map 2)	General Business (C-2) Zone, Schedule "L" of the Halifax Mainland Land Use By-law
Size of Site	Approximately 2.8 hectares (6.87 acres)
Street Frontage	Approximately 315 metres (1,033 feet)
Current Land Use(s)	Commercial shopping centre subject to an existing development agreement
Surrounding Use(s)	North: commercial shopping centre South: multi-unit dwellings Northeast: commercial office building East: greenspace and Northcliffe Recreation Centre Park West: multi-unit dwellings

Proposal Details

The applicant proposes to discharge an existing development agreement from 1996 and enter into a new development agreement to allow the existing commercial shopping centre and a new commercial building. The major aspects of the proposal are as follows:

- Allow the existing shopping centre to remain, specify the list of permitted uses in the building, and allow the building to be expanded by a maximum of 10 percent of the existing gross floor area;
- Construct a new stand alone maximum 5,500 square foot, one-storey commercial building near the corner of Lacewood Drive and Dunbrack Street in the existing parking lot;
- Allow modifications to the existing parking lot including: the number of parking spaces, and driving aisles to accommodate the new commercial building, any additions to the existing shopping centre, and improvements to pedestrian circulation;
- Provide a pedestrian pathway from Lacewood Drive to the new commercial building; and
- Permit the subdivision of the existing lot so any new building shall be on its own lot.

Existing Development Agreement

The existing development agreement registered on the subject site was approved in April of 1996. The agreement was written to enable the construction of an addition to the IGA grocery store that was in operation at the time. It permits the site to be developed and used as a shopping centre, and the development must substantially conform to plans filed with the Municipality. The language in the agreement is outdated, and the schedules that control the use and site development were not registered with the agreement and are missing. Rather than amending the existing agreement, the applicant has chosen to discharge the existing agreement and enter into a new agreement that continues to permit the existing commercial development, as well as allow the construction of a new commercial building. In accordance with recent changes to the *HRM Charter*, a separate request to discharge the existing development agreement will be forwarded to the Chief Administrative Officer.

Enabling Policy and LUB Context

The subject site is zoned C-2 under the Halifax Mainland Land Use By-law. The C-2 Zone permits C-1 and C-2A uses, as well as any commercial enterprise except where the operation would cause a nuisance or

hazard to the public, adult entertainment uses, junk yards, and amusement centres. The C-1 Zone permits some residential uses and commercial uses limited primarily to retail and services. The C-2A Zone is the Minor Commercial Zone and permits a wider range of commercial and residential uses.

In any area designated Schedule “L”, commercial uses are permitted. However, any commercial uses exceeding a gross floor area of 5,000 square feet and on lots greater than 15,000 square feet can only be considered through the development agreement process and are subject to Policies 3.7 of Part II, Section II and Policy 3.12 of the Implementation Policies of the Halifax Municipal Planning Strategy. The proposed addition to the existing commercial building in 1996 triggered the need for the existing development agreement.

Policy 3.7 set out guidelines for Council to evaluate applications made pursuant to Implementation Policy 3.12 which is still in place and enables the development agreement process for this application. Policy 3.7 was inadvertently removed with the adoption of the Regional Centre MPS on October 26, 2021. This proposal was evaluated against the general intent of the MPS and Implementation Policy 3.12. See Attachment B for a review of the relevant MPS policies.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, and 360 letters mailed to property owners within the notification area. There were 856 unique views of the application webpage between August 21, 2021 and January 3, 2023. The average length visitors stayed on the webpage was 2 minutes and 41 seconds. No comments were received from the public about this application.

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

DISCUSSION

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

Proposed Development Agreement

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

- Allows the existing commercial building/shopping centre to remain and for its gross floor area to be expanded up to a maximum of ten (10) percent of the existing floor area;
- Permits a new, stand-alone commercial building with a maximum gross floor area of 510.97 square metres (5,500 square feet);
- The permitted uses in the existing and new commercial buildings;
- Height and siting of the buildings, and exterior design elements and lot coverage of the new building;
- Subdivision of the lands;
- Controls on vehicular parking and circulation, bicycle parking, and pedestrian access to the site;
- Lighting and screening controls; and
- Non-substantive amendments permitted within the agreement, including:

- Changes to the type of permitted commercial uses;
- Changes to the architectural requirements for the new building;
- Changes to parking, circulation, and access requirements; and
- Extensions to the dates of commencement and completion of development.

The attached proposed development agreement will permit an existing commercial building and a new commercial building, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Vehicular Parking

The proposed development agreement reduces the quantity of existing vehicular parking and seeks to improve pedestrian connections to and within the site. The actual demand for parking, the availability of buses and pedestrian infrastructure, and the direction from the Regional MPS support the reduction in parking.

The applicant provided a parking analysis to justify removing existing parking spaces. The analysis looked at the current number of parking spaces, the parking requirements in the LUB for the existing uses, and the number of parking spaces needed based on current usage patterns. The analysis concluded there are approximately 553 shared parking spaces within the shopping centre on the south side of Lacewood Drive. This includes the parking spaces outside the property boundaries, but available to users of the shopping centre. Based on the current land uses, the LUB would require 542 parking spaces. The applicant estimates there would be a loss of 15 parking spaces to accommodate a 4,000 square foot building (a few more if they were to build the maximum size the development agreement permits of 5,500 square feet), and the new commercial development would generate a demand for an additional 16 parking spaces, leaving 522 spaces. The analysis concludes current parking utilization counts suggest a minimum of 409 parking spaces are needed to satisfy current demands. Therefore, even with a loss of parking spaces and demand for additional parking spaces, there is still sufficient parking to satisfy existing and projected demands. Furthermore, the subject site is part of a larger commercial shopping centre that spans to the north of Lacewood Drive, west of Dunbrack Street. Combined, the whole commercial node has over one thousand parking spaces available to visitors, and the overall demand for these parking spaces is below the quantity provided.

The site is well connected to sidewalks and public transit routes, and within about 750 metres of the Lacewood Transit Terminal. The ability to access the site via various modes of transportation helps reduce demand for parking.

In addition to the above reasons for reduced parking, the Regional MPS identifies the subject site as part of an “Urban Local Growth Centre”, where infill or redevelopment of parking lots into traditional blocks with streetwalls and stepbacks is desired. While this proposal does not fully realize the design intent, it does provide infill within an existing large parking lot. The new building will front on Lacewood Drive. The proposed development agreement has architectural requirements to ensure the facades visible from the streets are designed to provide visual interest.

Understanding the quantity of existing parking exceeds the amount used and considering the local context, the proposed development agreement allows existing parking spaces to be removed and provides flexibility in terms of the quantity to be provided moving forward. The agreement requires the number of spaces be provided as they generally exist today rather than setting out a minimum quantity or ratio. But it also allows the number to be reduced to accommodate the proposed new building, any future additions to the existing building, and improvements to pedestrian circulation.

Priorities Plans

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax’s Inclusive Economic Strategy 2022-2027. While

these priority plans often contain policies which were originally intended to apply at a regional level and inform the development of Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site-by-site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they would be applied to a specific geographic context. In this case, the following policies were identified to be most relevant to this application, and as such were used to inform the recommendation within this report:

- 1) The Integrated Mobility Plan guides investment in active transportation, transit, transportation demand management, goods movements, and the roadway network. The plan has actions to reduce parking requirements in MPS's and LUB's (Action 21) and to incorporate requirements for pedestrian-oriented and human-scale design in MPSs and LUBs (Action 26). While this application is for a development agreement, it still supports the intent of these actions by allowing less parking than would be required by the LUB and requiring the developer build a new pedestrian pathway from Lacewood Drive to the development to improve pedestrian access and safety. It allows parking spaces to be removed to improve pedestrian connectivity throughout the site. Additionally, the subject site is within an urban local growth centre. Adding additional commercial density to an existing commercial shopping centre located on public transit routes supports transit-oriented development, which is a development style promoted in the Integrated Mobility Plan.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise the proposal is reasonably consistent with the intent of the MPS. The proposed development agreement provides clarity on the permitted uses and development of the site. It allows commercial infill in an underused parking lot, limited expansion of an existing commercial shopping centre, and improved pedestrian connections on a site where the Regional Municipal Planning Strategy seeks to see infill of parking lots and enhanced pedestrian linkages. Therefore, staff recommend that the Halifax and West Community Council approve the proposed 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 development agreement. The administration of the proposed development agreement can be carried out within the approved 2022-2023 operating budget for Planning and Development.

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 N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

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

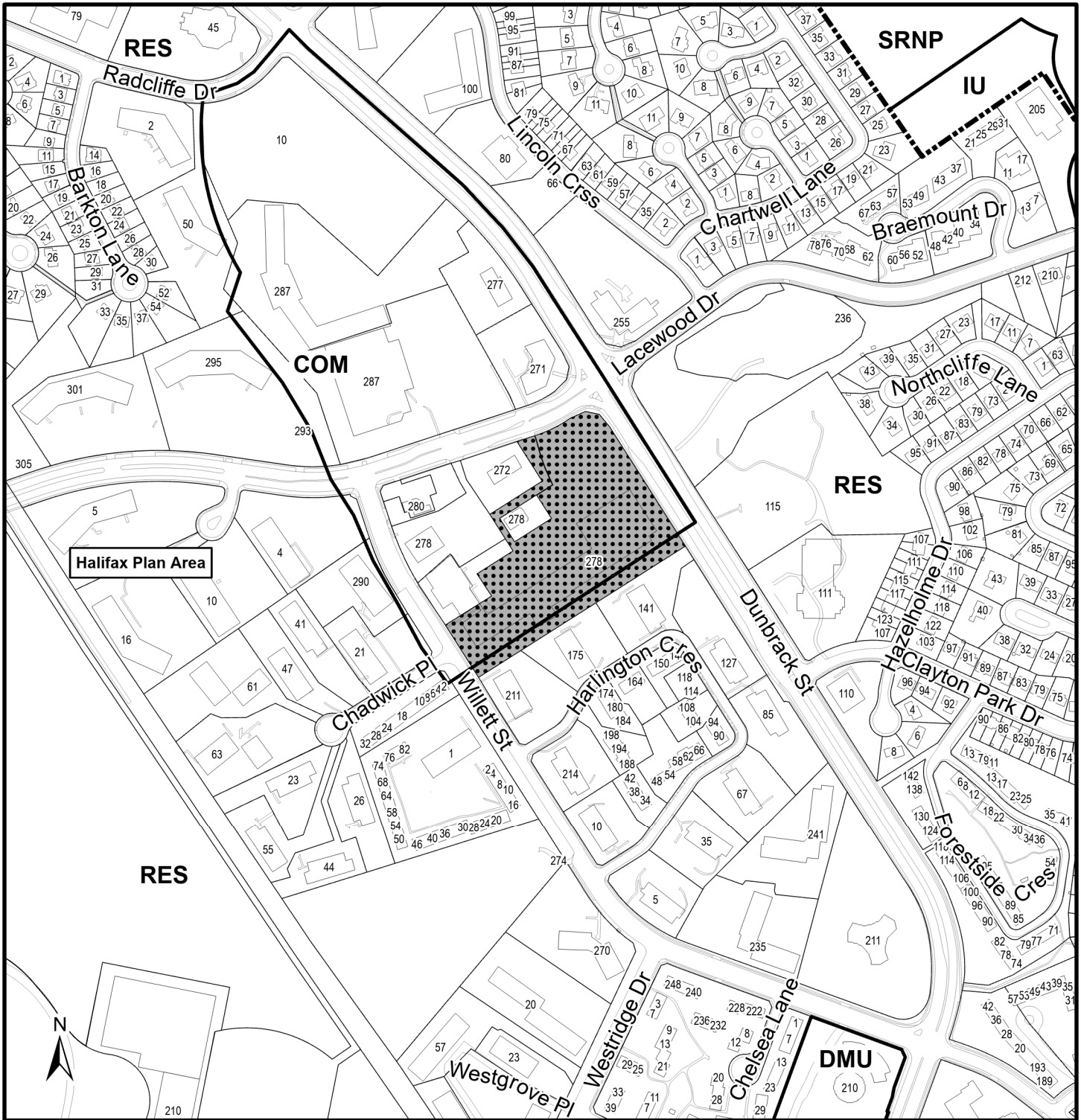
ATTACHMENTS

Map 1: Generalized Future Land Use
Map 2: Zoning and Notification Area

Attachment A: Proposed Development Agreement
Attachment B: Review of Relevant Policies from the Regional MPS and Halifax MPS

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.




Report Prepared by: Meaghan Maund, Planner III, 902.233.0726



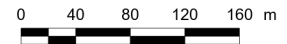
Map 1 - Generalized Future Land Use

278 Lacewood Drive,
Halifax

HALIFAX

-  Subject Property
-  Secondary Plan Boundary
-  Designation Boundary

- Halifax Plan Designation**
- RES Residential Environments
 - COM Commercial
 - DMU Dunbrack Multi Unit Residential

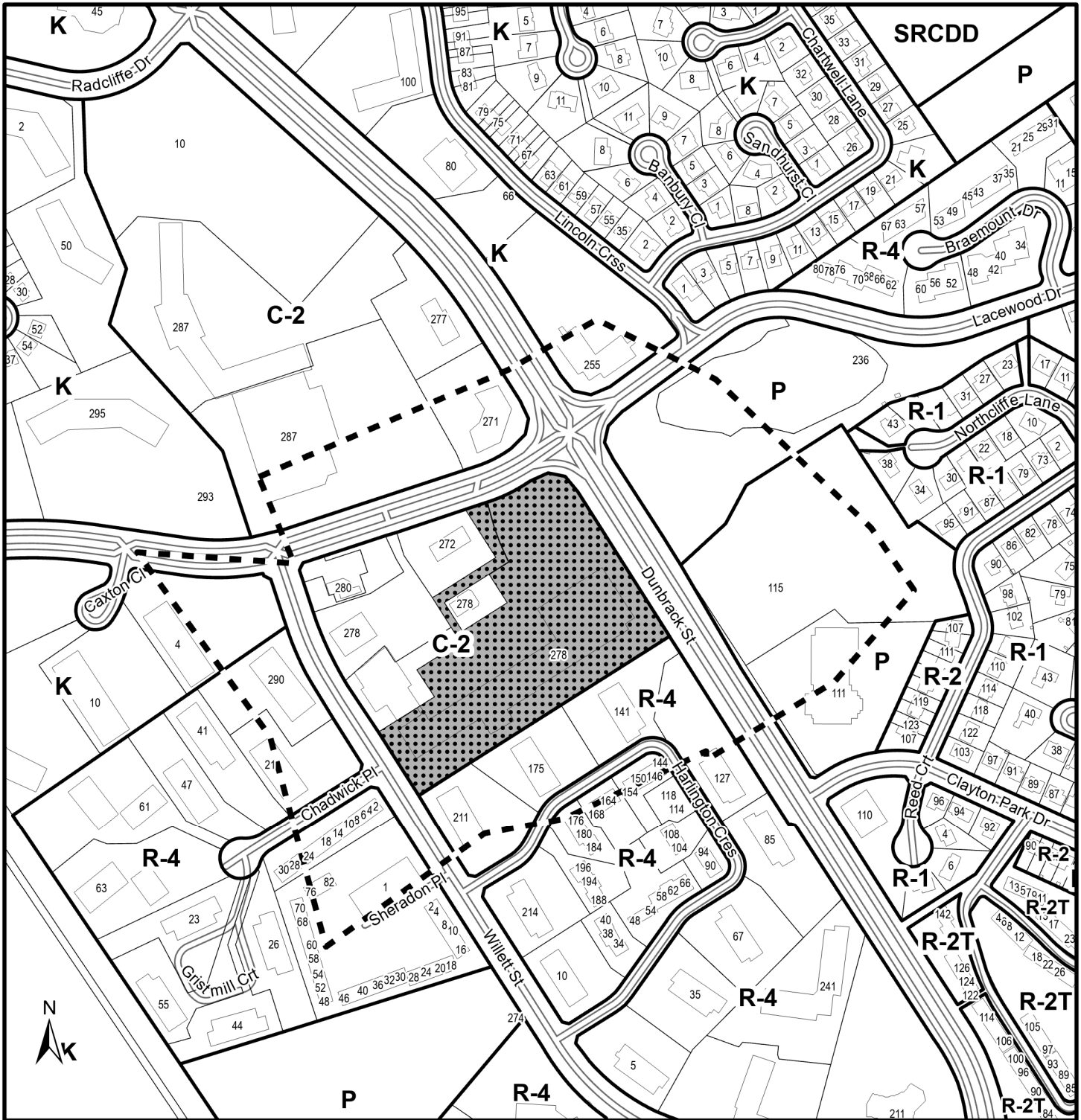


- Bedford Highway Secondary Plan**
- IU Institutional - University
 - SRNP Seton Ridge Neighbourhood Plan

Halifax Plan Area &
Bedford Highway Secondary Plan

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.



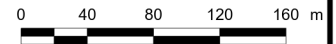
Map 2 - Zoning and Notification Area

278 Lacewood Drive,
Halifax

HALIFAX

-  Subject Property
-  Area of Notification

- Zone**
- R-1 Single Family Dwelling
 - R-2 Two Family Dwelling
 - R-2T Townhouse
 - R-4 Multiple Dwelling
 - P Park and Institutional
 - K Schedule K
 - SRCDD Seton Ridge Comprehensive Development District



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.

Halifax Mainland Land Use By-Law Area

Attachment A

THIS AGREEMENT made this day of **[Insert Month]**, 20__.

BETWEEN:

[Insert Name of Corporation/Business LTD.], a body corporate, in the Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 278 Lacewood Drive, Halifax (PID 00345033) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on April 29, 1996 the former City of Halifax granted approval of a development agreement for permission to construct an addition to an existing commercial building at 278 Lacewood Drive, Halifax, pursuant to Section 69 of the Halifax Mainland Land Use Bylaw, and which said development agreement was registered on July 22, 1996 at the Registry of Deeds in Halifax in Book 5916, Pages 172-178 (hereinafter called the "Original Agreement"), and which applies to the Lands;

AND WHEREAS on **(insert date)** the Chief Administrative Officer for the Municipality approved a request to discharge the Existing Agreement, and the Discharging Agreement was filed in the Land Registration Office in Halifax on **(insert date)** as Document Number **(insert number)**;

AND WHEREAS the Developer has requested that the Municipality enter into a new Development Agreement to allow for the existing commercial building and a new commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Implementation Policy 3.12 of the Halifax Municipal Planning Strategy and Section 69 of the Halifax Mainland Land Use By-law;

AND WHEREAS the Halifax and West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 23684;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

- 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 applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.

- 1.2.2 Variances to the requirements of the Land Use By-law for Halifax Mainland shall not be permitted.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 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 the applicable Land Use By-law and 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 word used in this Agreement shall be defined as follows:

- (a) **Existing Shopping Centre** means the commercial building that exists on Lot 1 on the effective date of this agreement.

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 with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as case number 23684:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan for New Commercial Building
Schedule C	Overall Site Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit for Lot 2, a plan of subdivision must be approved by the Development Officer in accordance with Section 3.6 of this Agreement.
- 3.2.2 Prior to the issuance of the first Occupancy Permit for the new commercial building on Lot 2, the Developer shall provide the Development Officer photographs showing the pedestrian pathway constructed as required by Section 3.7.6 which the Development Officer may accept as sufficient record of compliance with Section 3.7.7.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) On Lot 1:
- (i) The existing shopping centre that may contain the following uses:
 - i. Stores for the purpose of retail trade and rental excepting:
 - 1. Motor vehicle dealers;
 - 2. Motor vehicle repair shops which such shops are not primarily engaged in providing service station facilities; and
 - 3. Adult entertainment uses except where expressly permitted above.
 - ii. Radio, television, and electrical appliance repair shops;
 - iii. Watch and jewellery repair shops;
 - iv. Stores for the purpose of personal service including shoe repair shops, barber and beauty shops, dry cleaners, self-service laundries, funeral services, and excepting massage parlours, adult entertainment uses and amusement centres;
 - v. Motion picture theatres;
 - vi. Service stations;
 - vii. Offices;
 - viii. Banks and other financial institutions;
 - ix. Restaurants;
 - x. Community facilities;
 - xi. Commercial recreation uses;
 - xii. Day care facilities;
 - xiii. Public service or utility uses;
 - xiv. Medical clinics;
 - xv. Any commercial enterprise except when the operation of same would cause a nuisance or a hazard to the public, and except adult entertainment uses, junk yards, and amusement centres;
 - (ii) Drive-throughs;
 - (iii) Drive-through queuing lanes;
 - (iv) Vehicular parking, loading, and circulation areas; and
 - (v) Uses accessory to the foregoing uses.
- (b) On Lot 2:
- (i) A maximum of one (1) commercial building that may contain the following uses:
 - i. Stores for the purpose of retail trade and rental excepting:
 - 1. Motor vehicle dealers;
 - 2. Motor vehicle repair shops which such shops are not primarily engaged in providing service station facilities; and
 - 3. Adult entertainment uses except where expressly permitted above.
 - ii. Radio, television, and electrical appliance repair shops;
 - iii. Watch and jewellery repair shops;
 - iv. Stores for the purpose of personal service including shoe repair shops, barber and beauty shops, dry cleaners, self-service laundries, funeral services, and excepting massage parlours, adult entertainment uses and amusement centres;
 - v. Motion picture theatres;
 - vi. Service stations;
 - vii. Offices;
 - viii. Banks and other financial institutions;
 - ix. Restaurants;
 - x. Community facilities;
 - xi. Commercial recreation uses;
 - xii. Day care facilities;
 - xiii. Public service or utility uses;
 - xiv. Medical clinics;

- xv. Any commercial enterprise except when the operation of same would cause a nuisance or a hazard to the public, and except adult entertainment uses, junk yards, and amusement centres;
- (ii) Vehicular parking, loading, and circulation areas; and
- (iii) Uses accessory to the foregoing uses.

3.4 Building Siting

3.4.1 The development on Lot 1 shall comply with the follow:

- (a) the gross floor area of the existing shopping centre may be increased by a maximum of ten (10) percent;
- (b) the existing shopping centre, including any additions, shall be a minimum of:
 - (i) 6.1 metres (20 feet) from the front lot line;
 - (ii) 6.1 metres (20 feet) from the flank lot line;
 - (iii) 9.1 metres (30 feet) from the rear lot line;
 - (iv) 2.4 metres (8 feet) from side lot lines; and
 - (v) 3.7 metres (12 feet) from every other building on adjacent lots; and
- (c) the maximum height of the building existing shopping centre, including any additions, not exceed 10.7 metres (35 feet).

3.4.2 The development on Lot 2 shall comply with the following:

- (a) the gross floor area of the commercial building shall not exceed 510.97 square metres (5,500 square feet);
- (b) the commercial building shall be a minimum of:
 - (i) 6.1 metres (20 feet) from the front lot line;
 - (ii) 6.1 metres (20 feet) from the flank lot line;
 - (iii) 2.4 metres (8 feet) from side and rear lot lines; and
 - (iv) 3.7 metres (12 feet) from every other building; and
- (c) the maximum height of the commercial building shall not exceed 10.7 metres (35 feet)

3.5 General Architectural Requirements for Development on Lot 2

- 3.5.1 The main entrances to the commercial building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer.
- 3.5.2 All façades facing Lacewood Drive shall be designed to have visual interest through detailing, variations in materials and colours, and incorporation of windows or spandrel glass.
- 3.5.3 Architectural treatments shall be provided on all sides of the building.
- 3.5.4 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).
- 3.5.5 Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1 square metre (10.8 square feet) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

- 3.5.6 Exterior building materials shall not include vinyl siding.
- 3.5.7 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.8 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Lacewood Drive, Dunbrack Street, or abutting residential lands. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented.
- 3.5.9 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.6 Subdivision of the Lands

- 3.6.1 Every main building shall be located on its own lot.
- 3.6.2 Prior to the issuance of a Development Permit for Lot 2, a plan of subdivision must be approved by the Development Officer in accordance with the *Subdivision By-law*, except where varied by this Agreement.
- 3.6.3 A subdivision application shall be submitted to the Development Officer generally in accordance with Schedule B, and the Development Officer shall grant subdivision approval subject to the *Subdivision By-law*, except for the following terms and conditions:
- (a) Lot 2 shall not exceed a maximum of 1,394 square metres (15,000 square feet);
 - (b) Lot 2 shall have a minimum frontage of 6.1 metres (20 feet);
 - (c) Lot 2 shall have unlimited and unimpeded access to the street through private easements; and
 - (d) further to section 3.6.3(c), any easement shall be identified on the plan of subdivision and certified by a Nova Scotia Land Surveyor.

3.7 Parking, Circulation, and Access

- 3.7.1 The parking area for Lots 1 and 2 shall be sited as generally shown on Schedule C and shall generally contain the number of vehicular parking spaces shown on Schedule C. The parking area shall maintain a minimum 3 metre (9.8 feet) setback from property lines that abut a residential use or a public street.
- 3.7.2 Notwithstanding 3.7.1, the parking area and the number of parking spaces may be reduced as needed to accommodate an addition to the existing shopping centre as per Section 3.4.1(a), to accommodate a commercial building on Lot 2, and to allow for improvements to pedestrian circulation on the Lands provided all parking areas maintain a setback of a minimum of 3 metres (9.8 feet) from property lines abutting a residential use or a public street.
- 3.7.3 The parking area shall be hard surfaced.

- 3.7.4 Except where the parking area abuts a parking area on an abutting lot, the limits of the parking areas shall be defined by fencing or landscaping or curb.
- 3.7.5 It is the responsibility of the Developer to grant all required rights-of-way over the properties as necessary to provide each lot with unimpeded access to the street.
- 3.7.6 A pedestrian pathway shall be provided from Lacewood Drive directly to Lot 2 and connecting to Lot 1. The pedestrian pathway shall be hard surfaced, and barrier-free where the slope of the grade allows. The pedestrian pathway may be through the parking lot, but the pathway must be clearly delineated as a pedestrian pathway.
- 3.7.7 Prior to issuance of the first Occupancy Permit for the new commercial building on Lot 2, the Developer shall submit to the Development Officer photographic evidence demonstrating the pedestrian pathway has been completed according to the terms of this Development Agreement.
- 3.7.8 Notwithstanding Section 3.7.7, where the weather and time of year do not allow the completion of the outstanding pedestrian pathway work prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the pathway. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects or another qualified person acceptable to the Development Officer. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein, and as approved by the Development Officer. Should the Developer not complete the pedestrian pathway within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the pedestrian pathway 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.
- 3.7.9 Bicycle parking shall be provided pursuant to the Land Use By-law.

3.8 Outdoor Lighting

- 3.8.1 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.

3.9 Maintenance

- 3.9.1 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.
- 3.9.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.10 Signs

- 3.10.1 The sign requirements shall be accordance with the Land Use By-law as amended from time to time.

3.11 Temporary Construction Building

- 3.11.1 A building 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 shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.12 Screening for Lot 2

- 3.12.1 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 or an acceptable equivalent in the opinion of the Development Officer.
- 3.12.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Lacewood Drive and Dunbrack Street. 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 Any mechanical equipment shall be screened from view from Lacewood Drive and Dunbrack Street with a combination of fencing and landscaping or building elements or an acceptable equivalent in the opinion of the Development Officer.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 Off-Site Disturbance

- 4.2.1 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.

4.3 Site Preparation in a Subdivision

- 4.3.1 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.

4.4 Outstanding Site Work

- 4.4.1 Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 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.

4.5 Solid Waste Facilities

- 4.5.1 Any new commercial 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 program in accordance with By-law S-600 as amended from time to time. 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.
- 4.5.2 For Lot 2, refuse containers and waste compactors shall be confined to the loading areas of each building and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.5.3 For Lot 2, 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 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

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

5.2 Stormwater Management Plans and Erosion and Sedimentation Control 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 have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

5.3 Sulphide Bearing Materials

- 5.3.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*.
 - (a) Changes to the types of permitted commercial uses as detailed in Section 3.3;
 - (b) Changes to the architectural requirements for Lot 2 as detailed in Section 3.5;
 - (c) Changes to the parking, circulation, and access requirements as detailed in Section 3.7;
 - (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
 - (e) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

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 hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer for the Municipality.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Development Permit for the commercial building on Lot 2.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development, the Municipality 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 For the purpose of this section, completion of development shall mean the issuance of an Occupancy Permit for the commercial building on Lot 2.
- 7.4.3 In the event that development on the Lands has not been completed within ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, the Municipality 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.

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 30 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 WHEREAS 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:

(Insert Registered Owner Name)

Witness

Per: _____

Print Name: _____

Print Position: _____

Date Signed: _____

=====

=====

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____
MAYOR

Date signed: _____

Witness

Per: _____
MUNICIPAL CLERK

Date signed: _____

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

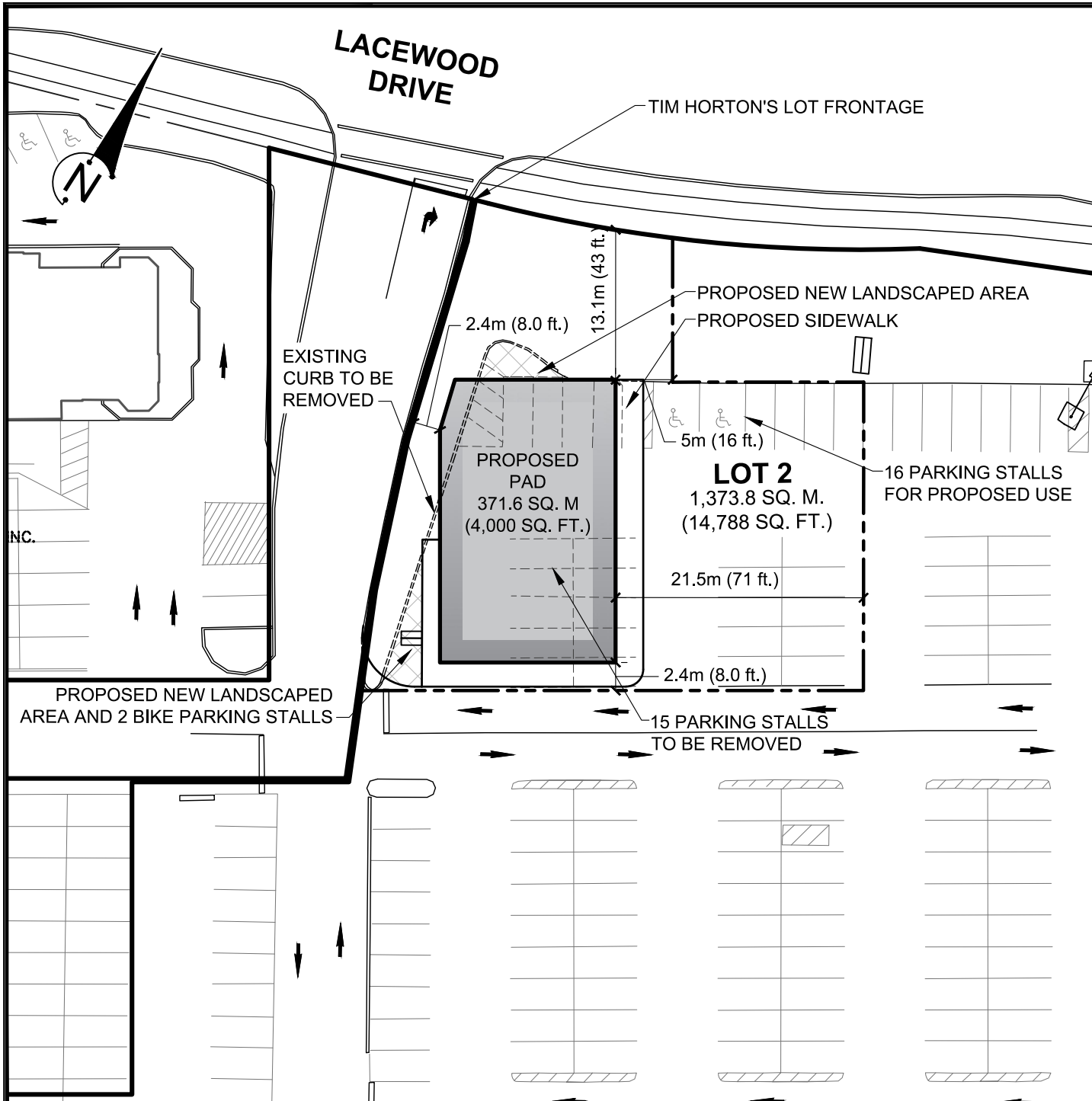
On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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 Iain MacLean, 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



LEGEND

- Site Boundary
- Adjacent Property Boundary
- Proposed Subdivision Boundary for Future Parcel

EXISTING SITE SUMMARY:

- Existing Total Lot Area: 6.87 acres (PID 00345033)
- Existing Zone: C2 (General Business) Zone; Regulated by an existing Development Agreement

PROPOSED SITE SUMMARY:

- Proposed Parcel Area: 1,373.8 m² (14,788 sq. ft.)
- Existing Zone: C2 (General Business) Zone

LOT COVERAGE:

- Proposed Parcel: 27.0%

NOTES:

- Parking: 4 spaces per 1,000 sq. ft. of Gross Floor Area. Requirement = 16 spaces.
- Bicycle Parking: 1 space per 300 sq. m of Gross Floor Area, Min. 2 Class B spaces. Requirement: 2 Class B Spaces.
- Site subject to HRM Halifax Mainland Plan Area applicable by-laws.

SOURCES:

- Plan based on WSP Preliminary Plan of Survey of LOT V-2BC-A and LOT V-2BC-B being a Subdivision of LOT V-2BC. Dated February 22, 2021
- Plan based on Scoler Lee Borenstein & Associates Clayton Park Shopping Centre, SK-40, dated July 11, 2019 and SK-72, dated March 05, 2021.

Designer/Planner: JHARPER

Reviewer: ESAUVE

SCHEDULE

B

**CONCEPT SITE PLAN
278 LACEWOOD DRIVE**

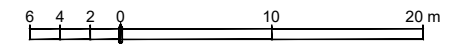
HALIFAX, NS

CLAYTON PARK HOLDINGS INC.

January 20, 2023

211-01739-SCHEDULE_B

SCALE



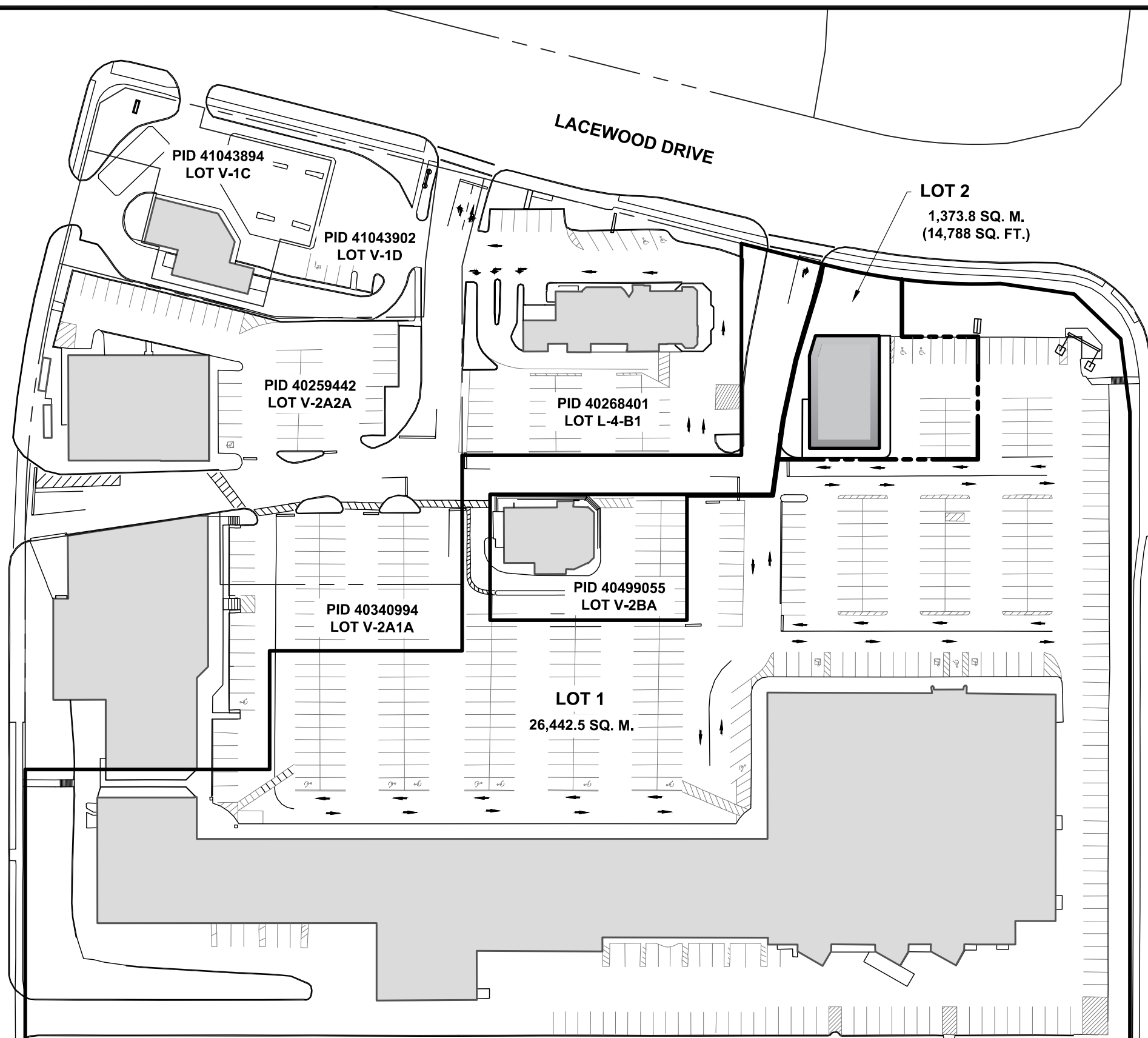
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1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA B3B 1X7
PHONE: 902 835-9955 WSP.COM



WILLETT STREET



LACEWOOD DRIVE

DUNBRACK STREET

PID 40177511
LOT Y-2

PID 40177529
LOT Y-1

PID 40177537
LOT W-2

- LEGEND**
- Site Boundary
 - Adjacent Property Boundary
 - Preliminary Subdivision Boundary for Future Parcel

- EXISTING SITE SUMMARY:**
- Existing Total Lot Area: 6.87 acres (PID 00345033)
 - Existing Zone: C2 (General Business) Zone; Regulated by an existing Development Agreement

- NOTES:**
- Site subject to HRM Halifax Mainland Plan Area applicable by-laws.

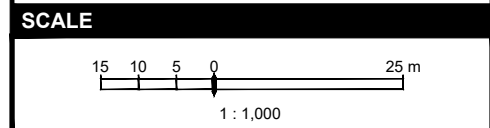
- SOURCES:**
- Plan based on WSP Preliminary Plan of Survey of LOT V-2BC-A and LOT V-2BC-B being a Subdivision of LOT V-2BC. Dated February 22, 2021
 - Plan based on Scoler Lee Borenstein & Associates Clayton Park Shopping Centre, SK-40, dated July 11, 2019 and SK-72, dated March 05, 2021.

Designer/Planner: JHARPER
 Reviewer: ESAUVE

SCHEDULE
C

**SITE LAYOUT
 278 LACEWOOD DRIVE
 HALIFAX, NS**

CLAYTON PARK HOLDINGS INC.
 January 20, 2023 211-01739-SCHEDULE_C



1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA B3B 1X7
 PHONE: 902 835-9955 WSP.COM

Attachment B
Review of Relevant Policies from the Regional Municipal Planning Strategy and the Halifax Municipal Planning Strategy

REGIONAL MUNICIPAL PLANNING STRATEGY	
Chapter 9: Governance and Implementation	
Policy G-15:	
In considering development agreement applications pursuant to the provisions of this Plan, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:	
(a) that the proposal is not premature or inappropriate by reason of:	
(i) the financial capability of HRM to absorb any costs relating to the development;	All costs associated with the development will be to the Developer.
(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;	Halifax Water reviewed the application and advised the Developer will have to provide a wastewater flow generation analysis and confirm capacity of the downstream wastewater system at permitting. Any costs associated with that are the responsibility of the developer. Halifax Water did not identify any concerns at this time regarding the capacity of the sewer or water infrastructure.
(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;	The proposal is for additional commercial development on an existing commercial site. The proposal is not anticipated to create additional demands for these municipal services.
(iv) the adequacy of road networks leading to or within the development; and	The applicant provided a Traffic Impact Statement prepared by WSP and dated May 31, 2021. HRM Development Engineering and Traffic Services reviewed and accepted the findings.
(v) the potential for damage to or for destruction of designated historic buildings and sites;	There are no designated historic buildings or sites on or close to the subject site.
(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:	
(i) type of use;	<p>The subject site is in a commercial node, however, there is multi-unit residential development to the rear of the site along a shared property line.</p> <p>The proposed development agreement will allow the existing commercial shopping centre to remain and be expanded by a maximum of 10% of its current gross floor area. The agreement also permits a new commercial building in the existing parking lot. The development agreement limits the size of the new building to a maximum of 5,000 square feet. There are building siting requirements for both the existing and proposed structures.</p>

	<p>The proposed agreement would allow the existing shopping centre to be expanded and brought closer to the multi-unit residential dwellings on Harlington Crescent. The proposed setback aligns with the setback requirement in the underlying C-2 Zone. Further, the amount of square footage the building can be expanded by is limited. As the proposal is already in a commercial shopping centre, the expansion of commercial space is suitable and not anticipated to conflict with adjacent or nearby uses.</p>
<p>(ii) height, bulk and lot coverage of any proposed building;</p>	<p>The proposed development agreement has controls on the height, bulk, and lot coverage of the existing and proposed buildings. The existing and proposed buildings cannot exceed 35 feet in height. The proposed building cannot exceed 50% lot coverage and 464.5 square metres in floor area, which is comparable to and compatible with other stand-alone commercial buildings in the area. The existing building's footprint can expand up to a maximum of 10% of its existing footprint, which would be approximately 726 square metres, and would still be subject to setbacks from lot lines.</p>
<p>(iii) traffic generation, access to and egress from the site, and parking;</p>	<p>A Traffic Impact Statement, which addressed the anticipated amount of traffic generation to and from the site, was submitted as part of the application. The statement was reviewed and accepted by Development Engineering and Traffic Services.</p> <p>The existing vehicular access points to the site will remain as they exist today. There is a right-and-left-in/right-out driveway on the site connecting to Lacewood. There is a signalized all-way entry and exit to the site on Lacewood Drive accessed within the commercial shopping area, but on a different property not subject to the development agreement. There are other entry/exist points on Willet Street that lead to the subject commercial development as well. There are right-of-way agreements in place that allow access between the various commercial lots within the shopping centre and public streets.</p> <p>There are sidewalks on Dunbrack Street, Lacewood Drive, and Willet Street. Currently, there is a pedestrian access from the sidewalk on Dunbrack Street, just south of Lacewood Drive, that provides access to the existing site. The development agreement requires the Developer provide a new pedestrian pathway from Lacewood</p>

	<p>Drive to the proposed Lots 1 and 2 in an effort to provide a safer and additional pedestrian connection to the site.</p> <p>There are approximately 553 existing shared parking spaces in the commercial shopping area on the south side of Lacewood Drive. Approximately 15 parking spaces would be lost for the proposed 4,000 square foot building. The applicant submitted a parking study that concluded that based on the current uses, there would need to be approximately 542 parking spaces. However, based on the study, the current adjusted parking utilization is 409. With a loss of approximately 15 parking spaces for the proposed 4,000 square foot building and demand for approximately 16 more with the use in the new building, there is still sufficient parking to meet the demand. The proposed agreement provides flexibility with regards to the number of parking spaces and allows a reduction in the current number of spaces to accommodate the proposed building, a small expansion to the existing building, and to allow for improvements to the pedestrian circulation on the lands. Staff concluded that because the site is well connected by transit routes and pedestrian pathways, the amount of parking proposed is sufficient.</p> <p>Bicycle parking to be required in accordance with the Land Use By-law for Halifax Mainland.</p>
(iv) open storage; and	No open storage is proposed for the site.
(v) signs;	The proposed development agreement reverts back to the sign requirements of the underlying zone.
(c) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and	No concerns. The site is already developed and where the proposed building will be located is currently a parking lot. There are no watercourses, marshes, or bogs on or adjacent to the site.
(d) if applicable, the requirements of policies E-10, T-3, T-9, EC-14, CH-14, and CH-16.	Policies E-10, T-3, EC-14, CH-14, and CH-16 are not applicable to this application. See comments below for Policy T-9.
Chapter 4: Transportation and Mobility	
Policy T-9: HRM shall require mixed use residential and commercial areas designed to maximize access to public transit (Transit Oriented Development) within the Urban Transit Service Boundary through secondary planning strategies, and shall strive to achieve the intent of this policy through	The subject site is within the Urban Transit Service Boundary. The proposed development is additional commercial development in an existing commercial shopping centre. This development agreement would enable the densification of commercial development on an existing commercial site well

land use by-law amendments, development agreements and capital investments.	served by public transit and within approximately 750 metres of the Lacewood Transit Terminal.
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HALIFAX MUNICIPAL PLANNING STRATEGY	
IMPLEMENTATION POLICIES	
Policy	Staff Comment
<p>Policy 3.12: For areas designated as “industrial” or “commercial” excluding areas designated for detailed planning pursuant to Section II, Policy 2.5.2, and for which intensive development may have significant environmental or land use impacts, HRM may amend its Zoning By-law to provide for developments under Section 249 of the Halifax Regional Municipality Charter.</p>	<p>The subject site is designated commercial and the proposal is to permit an additional commercial building to the existing commercial shopping centre site via development agreement.</p>

Halifax Mainland Land Use By-law

Schedule “L”

69 In an area designated as Schedule "L", any industrial or commercial use shall be permitted which is permitted by the land use by-law designation of such area, provided that:

- (a) industrial and/or commercial uses shall not exceed a height of thirty-five (35) feet;
- (b) industrial and/or commercial uses shall not exceed a gross floor area of 5,000 square feet;
- (c) industrial and/or commercial uses shall not be permitted on sites in excess of 15,000 square feet of lot area;
- (d) residential uses shall not be permitted in areas zoned industrial or commercial;
- (e) Council may, after a public hearing and by resolution, approve any specific development requested which would not otherwise be permitted by this by-law, provided that no approval shall be given inconsistent with Policies 3.7 and 4.6 of Part II, Section II, and Policy 3.12 of the Implementation Policies Section, all of the Municipal Planning Strategy;
- (f) approval by Council under Subsection (e) 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;
- (g) applications for amendments to agreements made pursuant to Subsection (e) may be made by Council after a public hearing if deemed necessary.