



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

Item No. 13.1.3
North West Community Council
July 17, 2017

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Kelly Denty, Acting Director, Planning and Development

DATE:

July 7, 2017

SUBJECT:

Case 20216: Non-Substantive Amendments to Royale Hemlocks Stage II Development Agreements, Starboard Drive and Cutter Drive, Halifax

ORIGIN

- Application by Armco Capital Inc. and Emscote Ltd. to amend the Stage 1 development agreement for Royale Hemlocks to allow the subdivision and development of certain remnant parcels of land on Starboard Drive and Cutter Drive, Halifax
- Approval on May 8, 2017 by North West Community Council of the fifth amending Stage I development agreement

LEGISLATIVE AUTHORITY

See Attachment A.

RECOMMENDATION

It is recommended that North West Community Council:

1. Approve, by resolution, the proposed Stage II amending agreements which shall be substantially of the same form as contained in Attachment B and Attachment C; and
2. Require the amending agreements be signed by the affected property owners within 200 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Armco Capital Inc. and Emscote Ltd. have submitted an application to amend the development agreements for Royale Hemlocks to allow for the subdivision and development of remnant parcels of land along Cutter Drive and Starboard Drive, Halifax. The subject properties are currently subject to Stage I and Stage II development agreements and amendments to each agreement are required in order to enable the development.

On May 8, 2017 North West Community Council approved an amendment to the Stage I development agreement to enable proposal. However, the associated amendments to the detailed stage II agreements, which are also necessary to allow the proposed development, could not be considered until such time that the Stage I agreement is executed and registered at the Land Registration Office. As the Stage I amending agreement has now been registered, the Stage II amending agreements which are the subject of this report are coming forward for Council's consideration.

Subject Site	124 Cutter Drive, 317, 329 & 344 Starboard Drive and Lot RL-6 Starboard Drive (PIDs 41215625, 41061920, 41420209, 41420191, and 41220534)
Location	North eastern portion of Cutter Drive and Starboard Drive within the Royale Hemlock Subdivision, Halifax
Regional Plan Designation	Urban Settlement (US) under the Halifax Municipal Planning Strategy (MPS)
Community Plan Designation (Map 1)	Residential (RES)
Zoning (Map 2)	Schedule K under the Halifax Mainland Land Use By-law (LUB)
Size of Site	16,564m ² (1.6Ha) (comprised of 2,856m ² , 1,743m ² , 824m ² , 8,916m ² , and 2,225m ²)
Street Frontage	Approximately 106m (348 ft.) on Starboard Drive and Cutter Drive
Current Land Use(s)	Vacant
Surrounding Use(s)	Within a single family dwelling neighborhood. Undeveloped lands to the north and east and single family dwellings to the south and west.

Proposal Details

The applicant proposes to amend the Stage II development agreement, in accordance with the recently approved amendments to the Stage I development agreement, to allow for the subdivision of eleven (11) lots along Starboard and Cutter Drive, and to change to the lot type permitted along Starboard Drive.

This requires the following changes to the Stage II agreements:

- Amend Schedule B consistent with the approved fifth Stage I amending agreement which allowed for the change of lot type and density transfer;
- Amend the tree retention areas outlined in Schedule C to allow for development of the requested lots; and
- Allow the subdivision of areas of land that straddle the boundaries with the abutting lands to the north.

Existing Development Agreement

Stage I Development Agreement

In 1998, the former Chebucto Community Council approved the Stage I development agreement for Royale Hemlocks. The Stage I agreement generally:

- Allows for a mixed use development containing residential, commercial, and institutional uses;
- Provides a phasing plan for the development and outlines density allocations for each phase;
- Establishes a road network for the area;

- Provides direction on tree retention and establishes “no tree cutting” areas;
- Includes parkland dedication requirements;
- Provides design criteria for single family lot development;
- Allows subsequent amendments to the agreement addressed phasing and design of the permitted multi-unit buildings; and
- Allows for the subdivision of additional lots along Starboard and Cutter Drive and changes to lot type along Starboard Drive as per the most recent amendment approved by Community Council.

Stage II Development Agreement - Phases 1A and 2

In 2000, the former Chebucto Community Council approved the Stage II Development Agreement for Royale Hemlocks Phases 1A and 2. The agreement details subdivision requirements, permitted land-uses, parkland requirements, and regulations for street design and construction. This agreement was subject to multiple amendments, the latest of which occurred in 2004.

Stage II Development Agreement – Phases 1B, 3 to 9

In 2001, the former Chebucto Community Council approved the Stage II Development Agreement for Royale Hemlocks Phases 1B, and Phases 3 to 9. Similar to the Stage II agreement outlined above, this agreement regulates subdivision and land-use, parkland and street design for the specified phases of the development. This agreement was subject to multiple amendments the latest of which occurred in 2005.

Enabling Policy and LUB Context

Implementation Policy 3.3 of the Halifax MPS discusses the application of the Schedule K Zone, which allows for the consideration of mixed use development on lands located in Mainland North through comprehensive development in the form of Stage I and Stage II Development Agreements. Attachment D contains a copy of the applicable policy from the Halifax MPS and Schedule K provisions from the Halifax Mainland (LUB).

The Stage I Development Agreement provides the concept and design for the overall development and includes high level details related to such elements as street layouts, types of land uses, and scale of buildings. A Stage I Development Agreement and any subsequent amendments require a public hearing before Council can consider approval.

Guided by the Stage I Agreement, the Stage II Agreement establishes detailed plans and elevations for particular phases of the development. A Stage II Agreement does not require a public hearing and can be approved by a resolution of Council.

Fifth Amending Stage I Agreement

On May 8, 2017 North West Community Council approved amendments to the Stage I Agreement for Royale Hemlocks to allow for lot subdivision along Starboard Drive and Cutter Drive. The major aspects of the approved Stage I Amending Agreement are as follows:

- To allow for the subdivision of eleven (11) lots along Starboard and Cutter Drive; and
- Change to the lot type permitted along Starboard Drive.

COMMUNITY ENGAGEMENT

The community engagement process for this application is consistent with the intent of the HRM Community Engagement Strategy. A public hearing was held by North West Community Council on May 8, 2017 where members of the public were given an opportunity to voice their concerns. As the process for Stage II amending agreements requires approval by resolution of Council, neither a public information meeting nor a public hearing is required. 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 letters mailed to property owners within the notification area. The public comments received during consultation for the Stage II amendments include the following topics:

- Concern regarding the alteration of the tree retention area

The proposal will potentially impact local residents and property owners.

DISCUSSION

Staff have reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment D contains the relevant MPS Policies and LUB regulations.

Proposed Amending Stage II Development Agreements

Attachment B contains the proposed Amending Stage II Development Agreement for Phases 1A & 2 of the Royale Hemlocks subdivision development. These amendments are housekeeping in nature and replace the Concept Plan (Schedule B) to be consistent with the version that was approved under the recently approved fifth amending Stage I agreement. No additional development is proposed to occur within these phases.

Attachment C contains the proposed Amending Stage II Development Agreement for Phases 1B and 3 to 9 of the Royale Hemlocks development. In addition to replacing Schedule B Concept Plan as approved under the Stage I amending agreement, these amendments also address areas of land that overlap into the neighbouring Wentworth development agreement area. To create a uniform streetscape and continue the existing lot fabric along Starboard and Cutter Drive, the building lots that are proposed will straddle the boundaries of the two subdivisions. The proposed amendments allow for the creation and development of these lots.

Tree Retention Area

The Stage II Agreement outlines a tree retention area which covers portions of the proposed lots. Due to the location of the tree retention area and the configuration of the proposed lots, it would be difficult to locate a dwelling on the lots while also maintaining the treed area in its current form. To address this, the required tree retention area is proposed to be altered to apply to different configuration.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The substantive amendments to the Stage I Agreement have previously been approved by Community Council and the proposed lots do not increase the total population permitted for the development. The resulting lots are of the same character as the existing lot fabric and fit within the context of the streetscape Starboard and Cutter Drive. Therefore, staff recommend that the North West Community Council approve the proposed amending Stage II development agreements.

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 amending development agreements can be carried out within the approved 2017/18 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 N.S. Utility and

Review Board. Information concerning risks and other implications of adopting the proposed amending development agreements are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in this report.

ALTERNATIVES

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

ATTACHMENTS

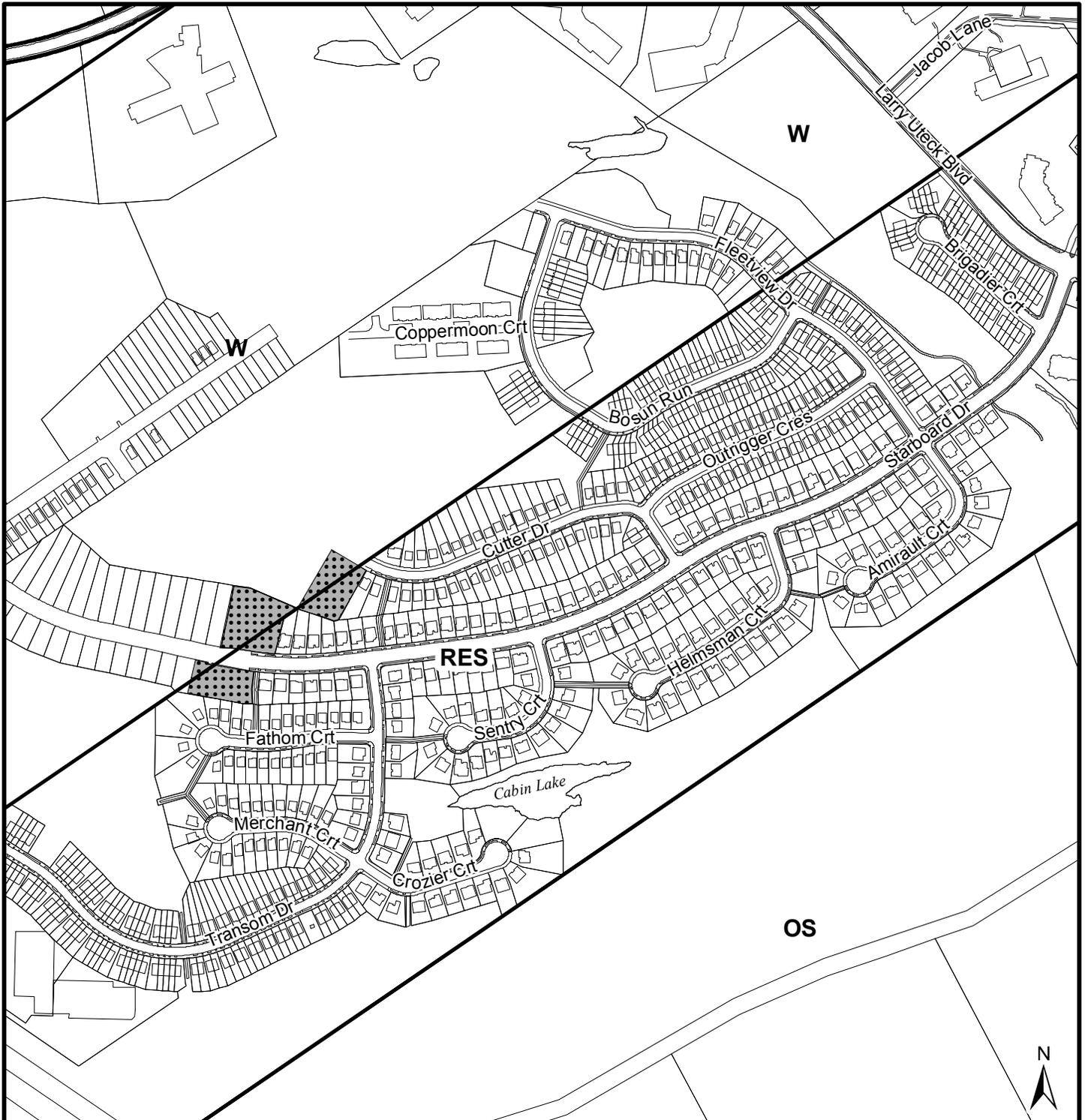
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Legislative Authority
Attachment B:	Stage II Amending Development Agreement for Phases 1A and 2
Attachment C:	Stage II Amending Development Agreement for Phases 1B, 3 to 9
Attachment D:	Relevant MPS Policies and LUB Sections

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: Melissa Eavis, Planner II, Current Planning, 902.490.3966

Original Signed

Report Approved by: _____
Kelly Denty, Manager, Current Planning, 902.490.4800

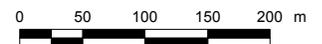


Map 1 - Generalized Future Land Use

Royale Hemlocks and Wentworth,
Halifax

HALIFAX

 Proposed Areas to be Amended
under the Current Development
Agreements



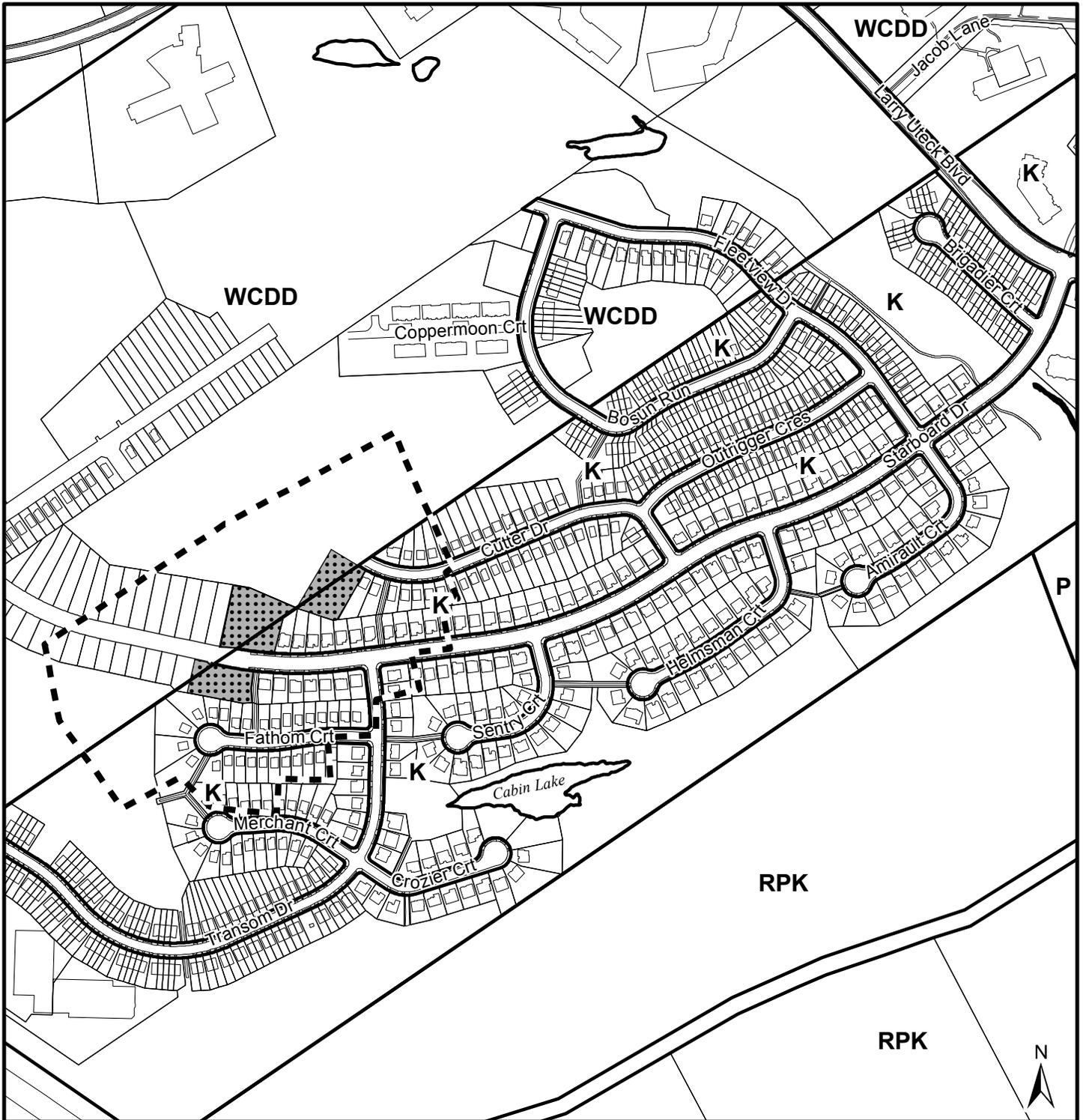
Designation

- RES Residential Environment
- OS Major Community Open Spaces
- W Wentworth

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
Wentworth Secondary Plan Area



Map 2 - Zoning and Notification

Royale Hemlocks and Wentworth,
Halifax

 Proposed Areas to be Amended
under the Current Development
Agreements

 Area of Notification
300 ft of proposed Lots

Halifax Mainland
Land Use By-Law Area

Zone

K Schedule K
P Park and Institutional
RPK Regional Park
WDCC Wentworth Comprehensive Development District

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 – Legislative Authority

Development Agreements By Community Council

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

Halifax Regional Municipality Charter:

Development agreements by community councils

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

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

Development agreements

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

Content of development agreements

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

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

Requirements for effective development agreement

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

No. 35310, Book 7446, Pages 910 to 915 (hereinafter called “the Third Amending Stage II Agreement for Phases 1A and 2”);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval to amend the Stage II Development Agreement for Phases 1A and 2 (Case 00606), which said agreement was recorded on February 16, 2004, at the Registry of Deeds at Halifax County as Document No. 6337, Book 7612, Pages 985 to 1011 (hereinafter called “the Fourth Amending Stage II Agreement for Phases 1A and 2”);

AND WHEREAS the Stage II Development Agreement for Phases 1A and 2, the First Amending Stage II Agreement for Phases 1A and 2, the Second Amending Stage II Agreement for Phases 1A and 2, the Third Amending Stage II Agreement for Phases 1A and 2 and the Fourth Amending Stage II Agreement for Phases 1A and 2 together comprise the Existing Stage II Development Agreement for Phases 1A and 2 (hereinafter called “the Existing Agreement”);

AND WHEREAS the Developer has requested amendments to the Existing Agreement pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the terms and conditions of this Agreement (hereinafter called “the Fifth Amending Stage II Agreement for Phases 1A and 2”);

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on _____, referenced as Municipal Case 20216;

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

1. Except where specifically varied by this Fifth Amending Stage II Agreement for Phases 1A and 2, all other terms, conditions and provisions of the Existing Agreement shall remain in effect.
2. The schedules of the Existing Agreement shall be amended by deleting Schedule B Concept Plan and Phase Numbers and replacing it with Schedule B2 Phasing Plan and Unit Type (attached).
3. The Existing Agreement shall be amended by deleting all text references to “Schedule B” and replacing each with a reference to “Schedule B2”.
4. The schedules of the Existing Agreement shall be amended by deleting Schedule B-1: Amendment to Phasing Plan and Unit Type.
5. The Existing Agreement shall be amended by deleting all text references to “Schedule B-1” and replacing each with a reference to “Schedule B2”.
6. The Existing Agreement shall be amended by deleting section 1.5.
7. The Existing Agreement shall be amended by inserting Section 2.6 after Section 2.5 as follows:

2.6 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.

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:

(Insert Owners Names)

Witness

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

Witness

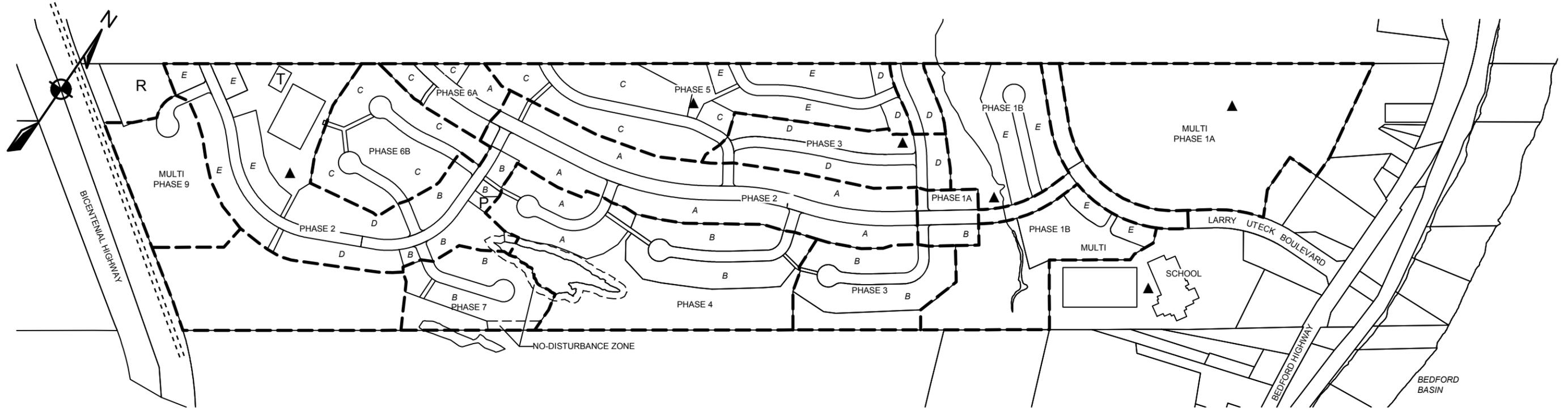
Per: _____

Mayor

Witness

Per: _____

Municipal Clerk



LEGEND:

- ▲ - NEIGHBOURHOOD PARK
- P - PARKING
- R - RESEVOIR SITE
- T - TENNIS COURTS

ROYALE HEMLOCKS

NOVEMBER 2016

SCHEDULE "B2"
PHASING PLAN AND UNIT TYPE

Unit Type		Phase											Total	People per Unit	Total Population	Area (acres)	Gross Density	
		1A	1B	2	3	4	5	6A	6B	7	8	9						
A	Single Family Unit - 52'			72		20		11							103	3.35	345	
B	Single Family Unit - 60'	8		15	22	26							17		88	3.35	295	
C	Single Family Unit - 40'						45	6	51						102	3.35	342	
D	Semi-Detached			44	76		22								142	3.35	476	
E	Townhouse		66	63			61								190	3.35	637	
Multi	Multi-Family	405	60										130		595	Various	1326	
Total Number of Units		413	126	194	98	46	128	17	51	17	0	130	1220		3420		170	20

County as Document No. 82892556 (hereinafter called “the Third Amending Stage II Agreement for Phases 1B, 3 to 9”);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval to amend the Stage II Development Agreement for Phases 1B, 3, -9 (Case 01013), which said agreement was recorded on May 12, 2008, at the Halifax County Land Registry as Document No. 90629651 (hereinafter is called “the Fourth Amending Stage II Agreement for Phases 1B, 3 to 9”);

AND WHEREAS the Stage II Agreement for Phases 1B, 3-9, the First Amending Stage II Agreement for Phases 1B, 3-9, the Second Amending Stage II Agreement for Phases 1B, 3-9, the Third Amending Stage II Agreement for Phases 1B, 3-9 and the Fourth Amending Stage II Agreement for Phases 1B, 3-9 together comprise the Existing Stage II Agreement for Phases 1B, 3-9 (hereinafter called “the Existing Agreement”);

AND WHEREAS the Developer has requested amendments to the Existing Agreement pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the terms of this Agreement (hereinafter called “the Fifth Amending Stage II Agreement for Phases 1B, 3 to 9”);

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on _____, referenced as Municipal Case 20216;

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

1. Except where specifically varied by this Fifth Amending Stage II Agreement for Phases 1B, 3-9, all other terms, conditions and provisions of the Existing Agreement shall remain in effect.
2. The schedules of the Existing Agreement shall be amended by deleting Schedule B Concept Plan and Phase Numbers and replacing it with Schedule B2 Phasing Plan and Unit Type (attached).
3. The Existing Agreement shall be amended by deleting all text references to “Schedule B” and replacing each with a reference to “Schedule B2”.
4. The Existing Agreement shall be amended by deleting page 3 of Schedule C: Servicing Plans and Unit Type and replacing it with page 3 of Schedule C1: Servicing Plan (attached).
5. The Existing Agreement shall be amended by inserting Section 2.6 after Section 2.5 as follows:

2.6 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.

6. The Existing Agreement shall be amended by inserting Sections 3.19 and 3.20 after Section 3.18 as follows:

3.19 Where type “C” lots are being approved that overlap into an adjacent development agreement and the lot has the majority of its frontage on the portion of Cutter Drive or Starboard Drive which is pursuant to this agreement, the lot(s) shall be approved pursuant to this Agreement.

3.20 Where lots have been approved pursuant to Section 3.19, parkland dedication shall not be required.

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 Owners Names)

Witness

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

Witness

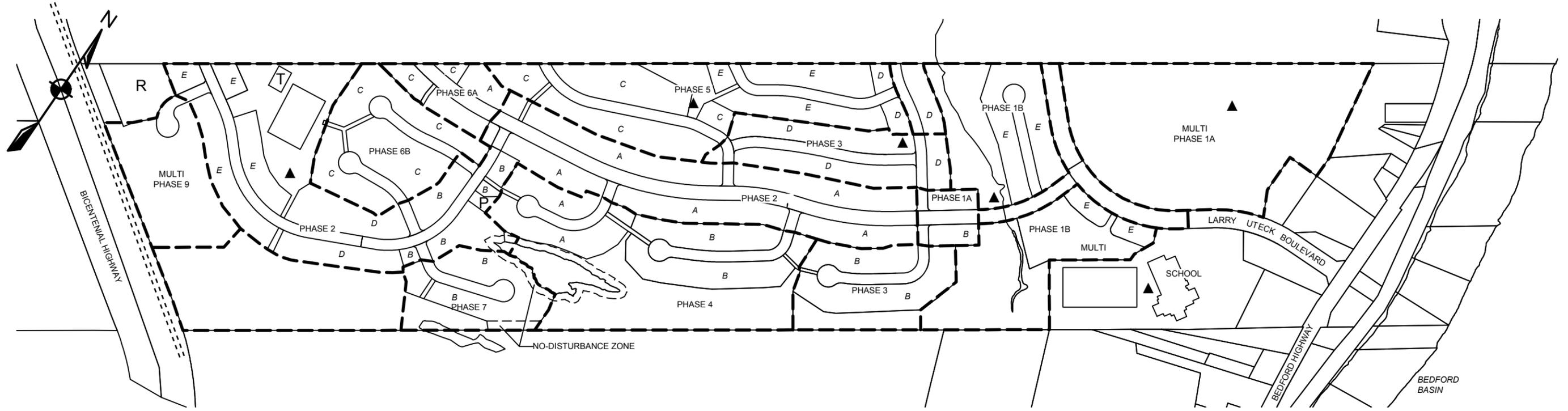
Per: _____

Mayor

Witness

Per: _____

Municipal Clerk



LEGEND:

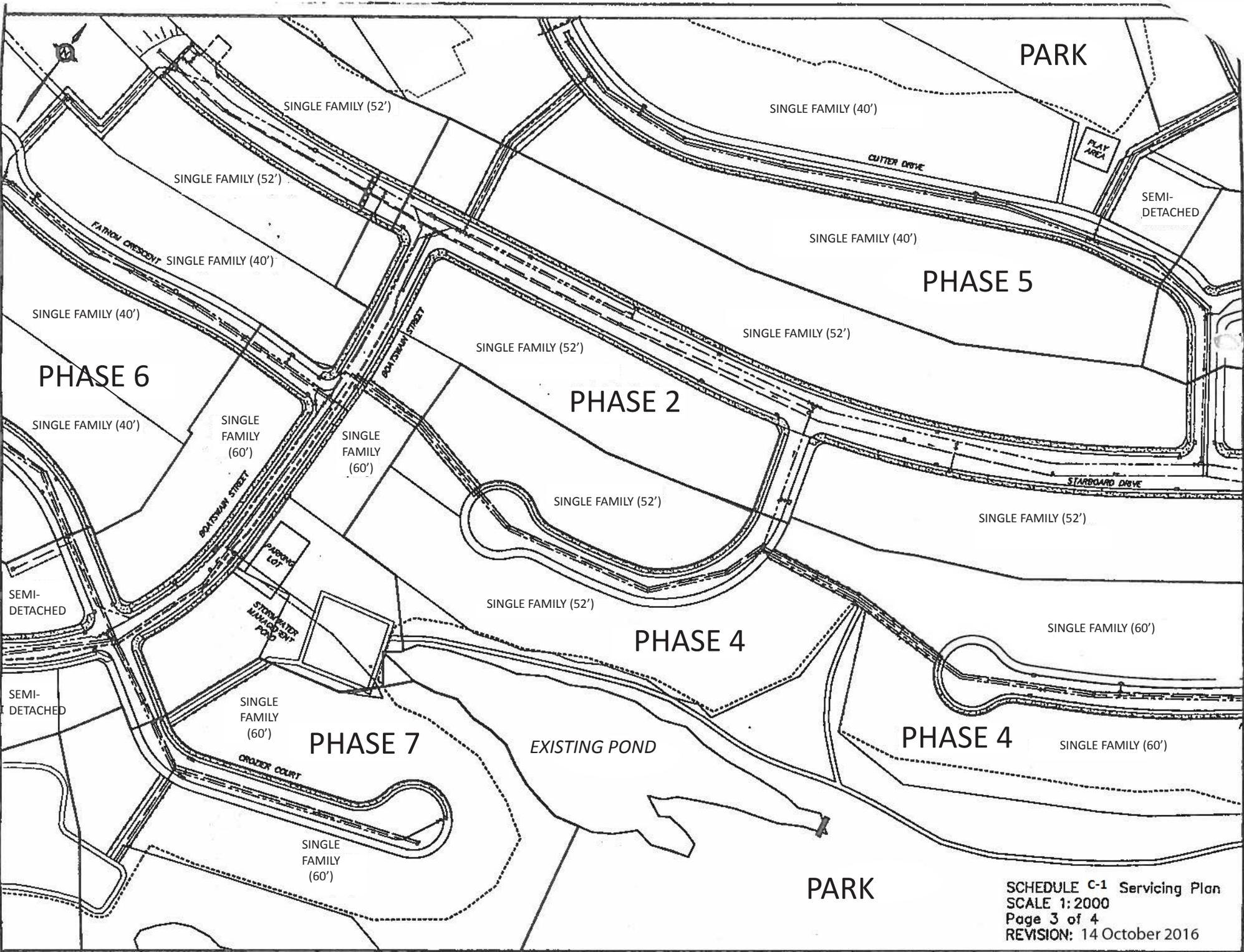
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ROYALE HEMLOCKS

NOVEMBER 2016

SCHEDULE "B2"
PHASING PLAN AND UNIT TYPE

Unit Type		Phase											Total	People per Unit	Total Population	Area (acres)	Gross Density	
		1A	1B	2	3	4	5	6A	6B	7	8	9						
A	Single Family Unit - 52'			72		20		11						103	3.35	345		
B	Single Family Unit - 60'	8		15	22	26						17		88	3.35	295		
C	Single Family Unit - 40'						45	6	51					102	3.35	342		
D	Semi-Detached			44	76		22							142	3.35	476		
E	Townhouse		66	63			61							190	3.35	637		
Multi	Multi-Family	405	60										130	595	Various	1326		
Total Number of Units		413	126	194	98	46	128	17	51	17	0	130	1220			3420	170	20



Attachment D:
Excerpt of Relevant MPS Policies and Land Use By-law Sections

Halifax Municipal Planning Strategy

Section II – City-Wide Objectives and Policies
Residential Environments

Objective: The provision and maintenance of diverse and high quality housing in adequate amounts, in safe residential environments, at prices which residents can afford.

Policy	Comment
<i>2.1.2 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>	The existing Stage I agreement is enabled as per this policy.
<i>2.4 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>	The proposed subdivision is in keeping with the character of the neighbourhood.

Implementation Policies

Zoning

Policy	Comment
<i>3.3 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>	The subject property is designated residential environments and is located in Mainland North.
<i>3.3.1 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</i>	The subject property is zoned Schedule K which allows development subject to Stage I and Stage II development agreements.

<i>the Planning Act.</i>	
<i>3.3.2 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>	The proposed lots are and to be single family dwelling lots. No changes are proposed to the existing streets. Proposed changes to the tree retention area are minor in nature and the total overall area of non-disturbance is to increase.
<i>3.3.3 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>	N/A
<i>3.3.4 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>	The proposal is consistent with Section II of the Halifax MPS.
<i>3.3.5 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>	On May 8, 2017 a public hearing was held and Community Council approved an amendment to the Stage I Agreement.

Halifax Mainland Land Use By-law

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; and
- 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; and
 - 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; and
 - 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.