



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

Item No. 10.1.1
North West Community Council
April 20, 2017
May 8, 2017

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: February 21, 2017

SUBJECT: **Case 20216: Amendments to Royale Hemlocks Stage I Development Agreement, 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.

LEGISLATIVE AUTHORITY

Refer to Attachment C.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed amending development agreement for Royale Hemlocks, as set out in Attachment A of this report, to allow subdivision along Starboard Drive and Cutter Drive, and schedule a public hearing;
2. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
3. Require the amending agreement be signed by the affected property owners within 120 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 agreement 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.

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 (1.6 Ha.) (comprised of 2,856m ² , 1,743m ² , 824m ² , 8,916m ² , and 2,225m ²)
Street Frontage	Approximately 106 m (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 subdivide five existing parcels of land that straddle the boundaries of lands which are regulated by two different development agreements, the existing Royale Hemlocks community and the partially developed Wentworth community. These agreement areas share a common boundary as shown on Map 3. This division leaves a number of remnant parcels straddling agreement boundaries along Starboard and Cutter Drive, and the applicant seeks to incorporate these remainders of land into the existing lot fabric along each street by subdividing the land into single family dwelling lots. Although portions of the lands under consideration fall within the Wentworth development agreement area, amendments to that agreement are not necessary to implement the requested changes.

The major aspects of the proposal are as follows:

- To allow for the subdivision of eleven (11) lots along Starboard and Cutter Drive;
- Change to the lot type permitted along Starboard Drive; and
- Amend the tree retention area north of Starboard Drive through a subsequent Stage II amendment.

Existing Development agreements

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; and

- Allows subsequent amendments to the agreement addressing phasing and design of the permitted multi-unit buildings.

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 has been 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.

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.

Attachment B contains a copy of the applicable policy from the Halifax MPS and Schedule K provisions from the Halifax Mainland (LUB) as well as a staff assessment of how this proposal adheres to this policy.

Approval Process

The approval process for this application involves two steps:

1. North West Community Council must consider and, if deemed appropriate, approve the proposed amending Stage I development agreement as outlined in this report; and
2. Once the amending Stage I development agreement is in effect, North West Community Council may then consider and, if deemed appropriate, approve amendments to the existing Stage II development agreements.

A public hearing is only required for the consideration of the amending Stage I development agreement. An amending Stage II development agreement can be considered by Community Council once the amendment for the Stage I agreement is approved and registered. Once registered, a supplementary report would then be provided which would include the proposed amending Stage II development agreements. An appeal mechanism to the Nova Scotia Utility and Review Board exists for both decisions of Council.

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 letters mailed

to property owners within the notification area. The public comments received include the following topics:

- Concern regarding the alteration of the tree retention area

A public hearing must be held by North West Community Council before they can consider approval of the proposed amending development agreements. 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.

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 B contains the relevant MPS Policies and LUB regulations.

Proposed Amending Stage I Development Agreements

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

- Transfer of unused density from Phase 9 to Phase 6A to allow for the subdivision of single family dwelling lots along Starboard Drive;
- Change to the lot type permitted along Starboard Drive from lots with 52' of frontage to lots with 40' of frontage; and

The attached amending agreement will permit the residential development 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.

Density

Maximum Allowable Density

The Stage I agreement regulates the maximum allowable density for the Royale Hemlocks Development with the requirement that overall density shall not exceed 20 persons per acre. This requirement is based on servicing capacity for the area. Although the additional lots increase the overall density to slightly above 20 persons per acre, Halifax Water has not identified any servicing capacity issues with the approval of these lots. To enable the development of the remnant parcels as proposed, the proposed amendments exempt the lots from the 20 persons per acre requirement. As this requirement is not based in policy, but rather on a previous servicing capacity study, the intent of Policy 3.3 is maintained.

Further, the overall density requirements stipulated in the agreement are based on an area of land that, due to portions of the site being discharged from the agreement over the years, has decreased in size. This has, however, not been reflected in past amendments. To correct this oversight, references to the total acreage have been removed from the agreement.

Density Transfer

There is unused density within Phase 9 of the development. The applicant proposes that this density be transferred to Phase 6A to allow for the additional lots. Because the total population is not increasing, the intent of Policy 3.3 is upheld.

Unit Type

Within the Stage I agreement, Schedule B stipulates the total number of each unit type permitted for individual phases of the development. The areas being considered under this application fall under Phase 5 and Phase 6A. Phase 6A currently allows 16 type A lots however, only 13 have been constructed. This proposal seeks to change the remaining three permitted lots from type A to type C and then increase the

permitted number of type C lots to a total of six. There is no overall increase to total population and no issue with compliance with the intent of MPS policy as a result.

Stage II Amendments

Future Stage II amendments will reflect the changes noted above should Council approve that Stage I amendments proposed within this report. These future amendments will also include changes to the tree retention area north of Starboard Drive, and provisions to address lots that straddle agreement boundaries to allow these areas to be subdivided into single family dwelling lots.

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 proposed lots do not increase the total population permitted for the site and the resulting lots are of the same character as the existing lot fabric. The additional lots will fit within the context of the streetscape along Starboard and Cutter Drive. Therefore, staff recommend that the North West Community Council approve the proposed amending 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 2016-2017 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 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. North West Community Council may choose to refuse the proposed amending 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
Map 3:	Agreement Areas
Attachment A:	Stage I Amending Development agreement
Attachment B:	Excerpt of Relevant MPS Policies and LUB Sections
Attachment C:	Legislative Authority

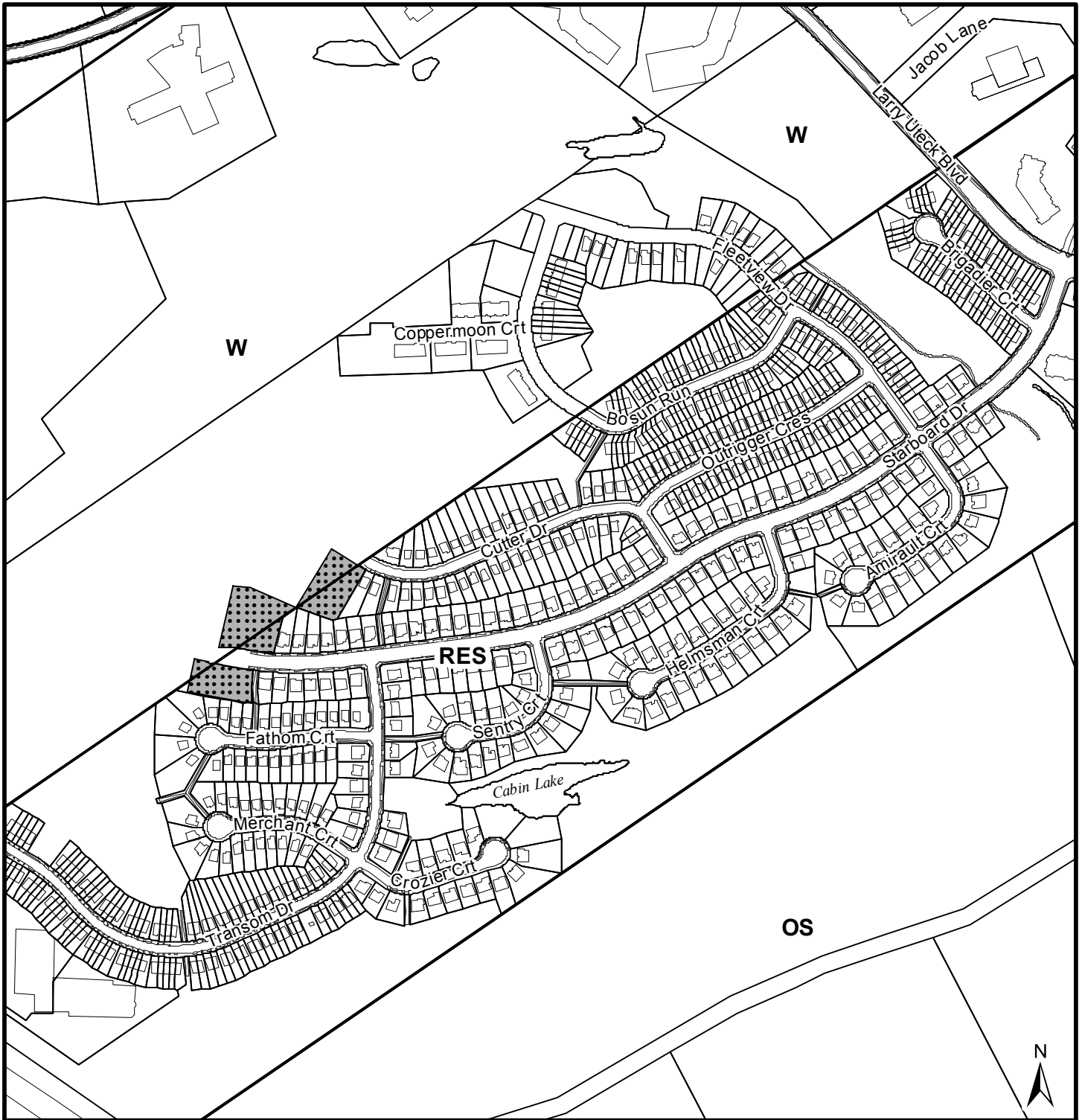
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: 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 Map

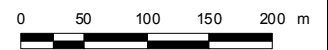
Royale Hemlocks and Wentworth, Halifax

HALIFAX

 Proposed Area to be Amended under the Current Development Agreements

Designation

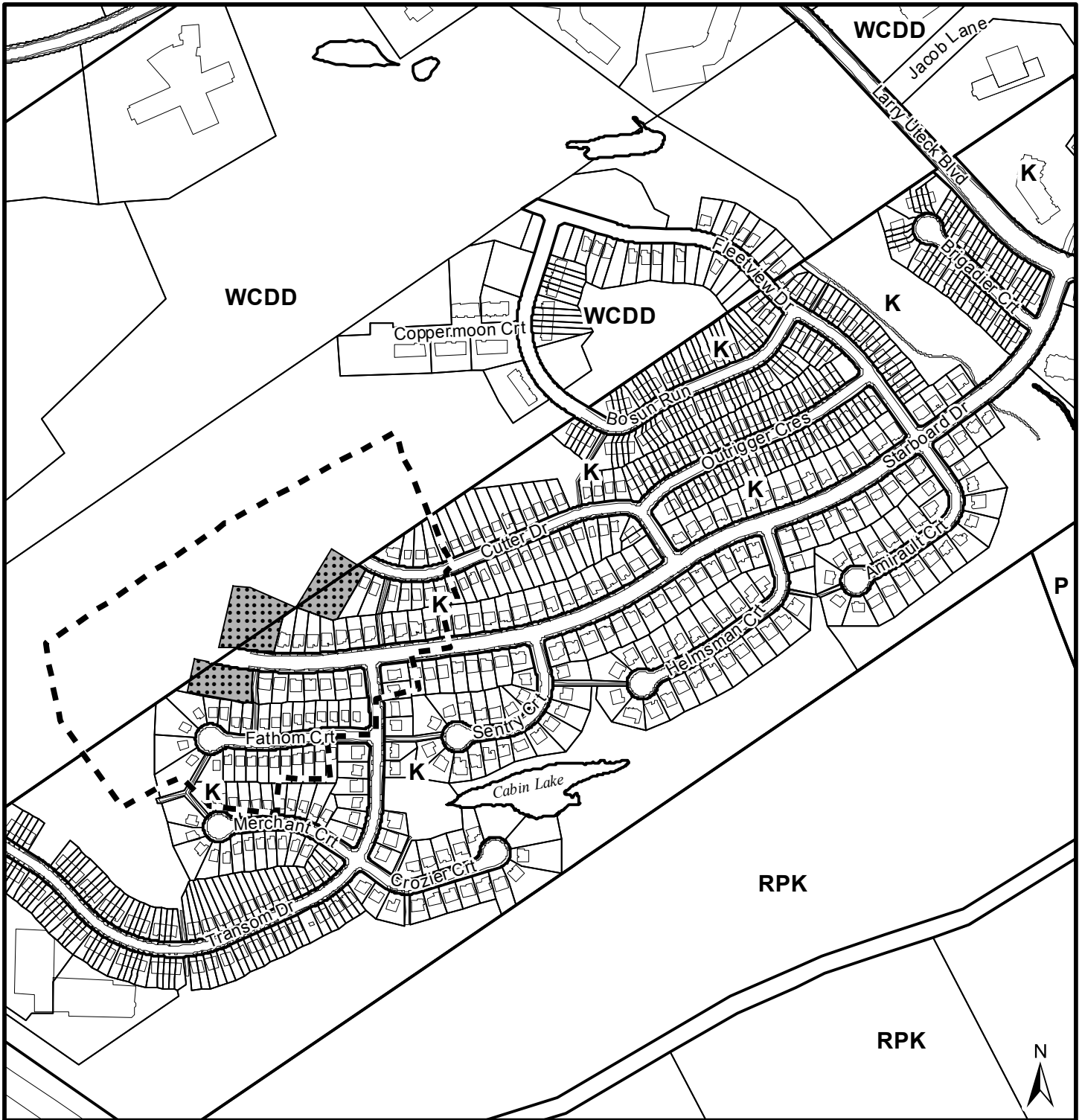
- RES Residential Environment
- OS Major Community Open Spaces
- W Wentworth



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 Area to be Amended
under the Current Development
Agreements

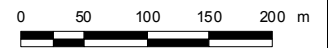
 Area of Notification
300 ft of proposed Lots

Halifax Mainland
Land Use By-Law Area

Zone

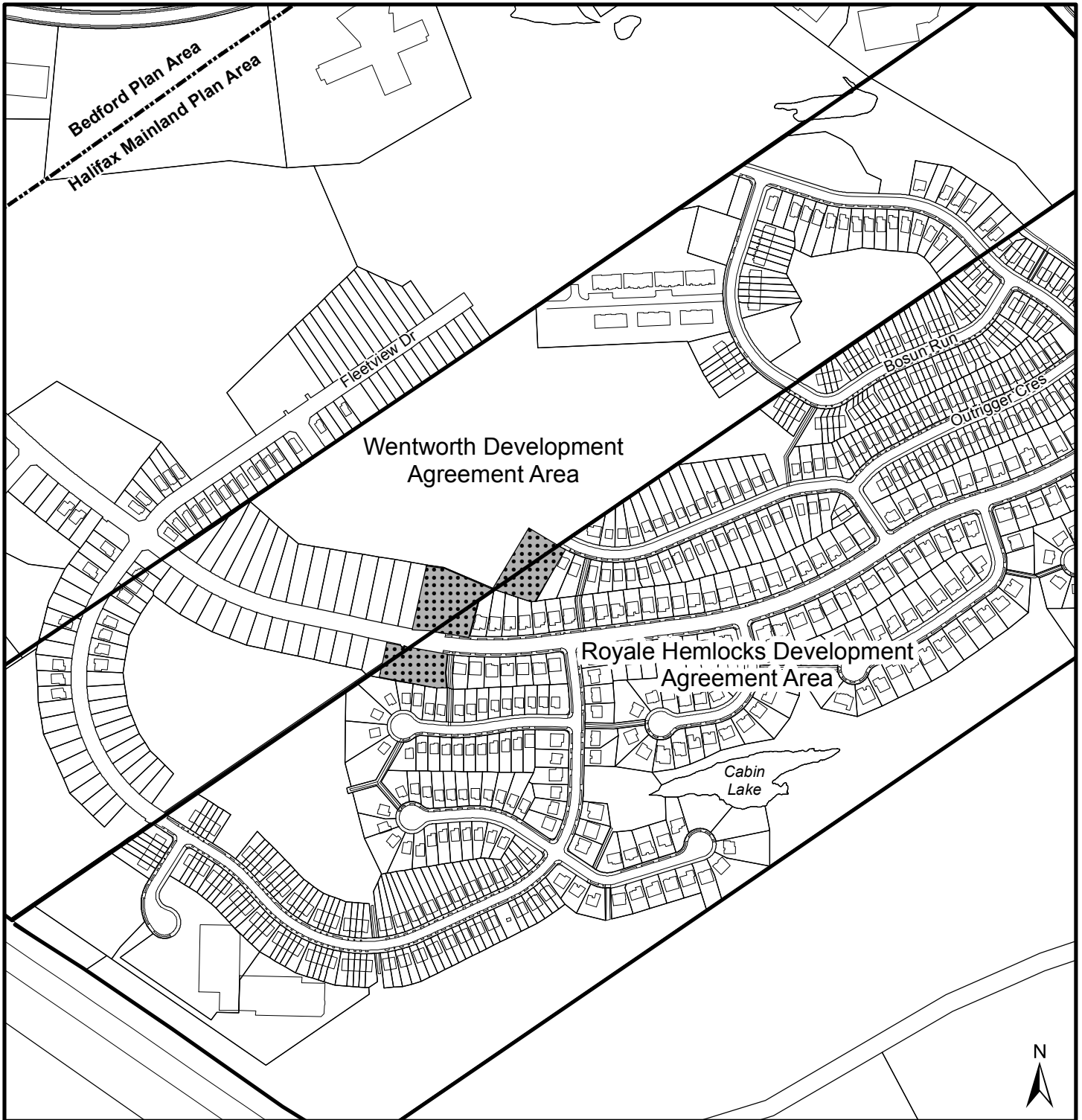
K Schedule K
P Park and Institutional
RPK Regional Park
WCDD Wentworth Comprehensive Development District

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.

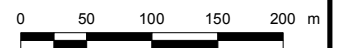


Map 3 - Agreement Areas

Royale Hemlocks and Wentworth
Development Agreement Areas

HALIFAX

 Subject Areas



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
Stage I Amending Development Agreement

THIS AMENDING DEVELOPMENT AGREEMENT made this day of , 2017

BETWEEN:

[INSERT REGISTERED OWNER NAME],
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 on Starboard Drive and Cutter Drive, in the Royale Hemlock Subdivision **[INSERT PID NO.]** in Mainland Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Chebucto Community Council of the Municipality approved an application (Case 7620) to enter into a Stage I development agreement to allow for conceptual approval of the Royale Hemlock Subdivision on the Lands, which said development agreement was registered at the Registry of Deeds in Halifax on November 20, 1998 in Book Number 6308, pages 596 to 618 (hereinafter called "the Stage I Development Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval of an application (Case 00454) by the Developer of the first part to enter into an amendment to the Stage I Development Agreement, which said agreement was recorded on August 15, 2003, at the Registry of Deeds at Halifax County as Document No. 35309, Book 7446, Pages 903 to 909 (hereinafter called "the First Amending Stage I Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval of an application (Case 00534) by the Developer of the first part to enter into an amendment to the Stage I Development Agreement, which said agreement was recorded on October 29, 2003, at the Registry of Deeds at Halifax County as Document No. 47969, Book 7518, Pages 1159 to 1164 (hereinafter called "the Second Amending Stage I Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval of an application (Case 00606) by Pinnacle Developments Limited to enter into an amendment to the Stage I Development Agreement, which said agreement was recorded on February 16, 2004, at the Registry of Deeds at Halifax County as Document No. 6336, Book 7612, Pages 969 to 984 (hereinafter called "the Third Amending Stage I Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval of an application (Case 01013) by Kimberly-Lloyd Developments Limited and Primo Properties Limited to enter into an amendment to the Stage I Development Agreement, which said agreement was

ATTACHMENT A
Stage I Amending Development Agreement

recorded on May 12, 2008, at the Halifax County Land Registry as Document No. 90629719 (hereinafter called "the Fourth Amending Stage I Agreement");

AND WHEREAS the Stage I Development Agreement, the First Amending Stage 1 Agreement, the Second Amending Stage I Agreement, the Third Amending Stage I Agreement and the Fourth Amending Stage I Agreement together comprise the Existing Stage I Development Agreement (the "Existing Agreement");

AND WHEREAS the Developer has requested amendments to the Existing Agreement to allow for the subdivision and development of remnant parcels of land along Cutter Drive and Starboard Drive pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the terms of this Agreement (hereinafter called "the Fifth Amending Stage I Agreement");

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 I Agreement, 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 references to "Schedule B" and replacing each with a reference to Schedule B2.
4. Section 1.1 of the Existing Agreement shall be amended by inserting the following text as shown in bold:

Schedule 'E' Lands Excluded from Density Calculations

5. The schedules of the Existing Agreement shall be amended by adding Schedule 'E' Lands Excluded from Density Calculations (attached) after Schedule 'D' Design Criteria for Single Family Lot Development.
6. The Existing Agreement shall be amended by adding Section 2.5.1 after Section 2.5 as follows:

2.5.1 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.

7. The Existing Agreement shall be amended by adding Section 3.3.1.2 after Section 3.3.1 as follows:

3.3.1.2 Notwithstanding Section 3.3.1 the land area shown on Schedule E shall not be included in the average development density calculation.

8. Section 3.3.2 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold:

~~**3.3.2 The 172,938 acres of land shall be limited to a development level which would accommodate 3,459 theoretical persons.**~~

**ATTACHMENT A
Stage I Amending Development Agreement**

3.3.2 The development as shown on Schedule B2 shall be limited to a development level which would accommodate 3,459 theoretical persons.

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

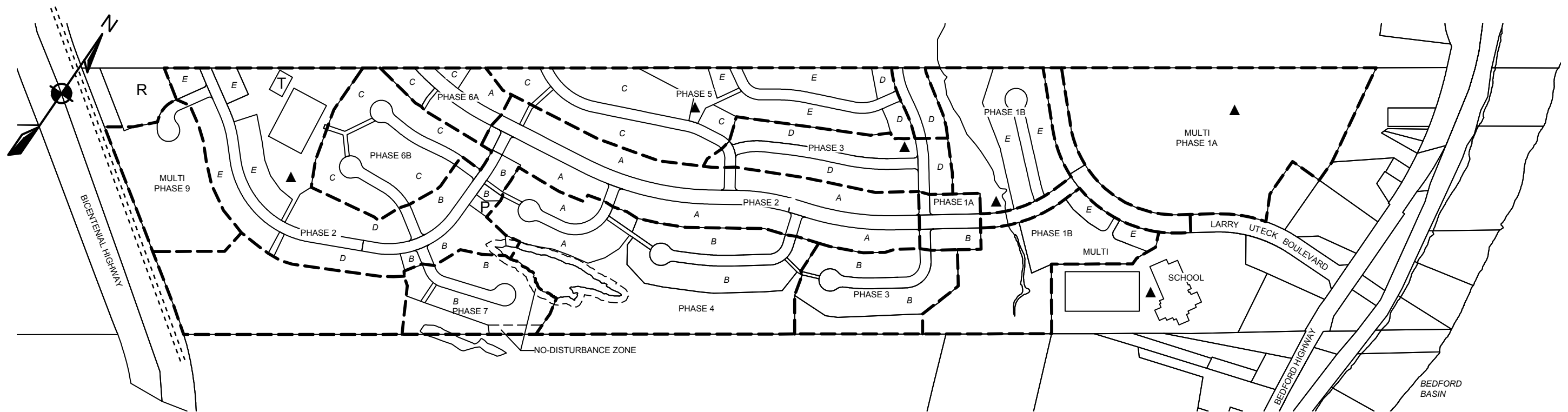
Per: _____

Mayor

Witness

Per: _____

Municipal Clerk



LEGEND:

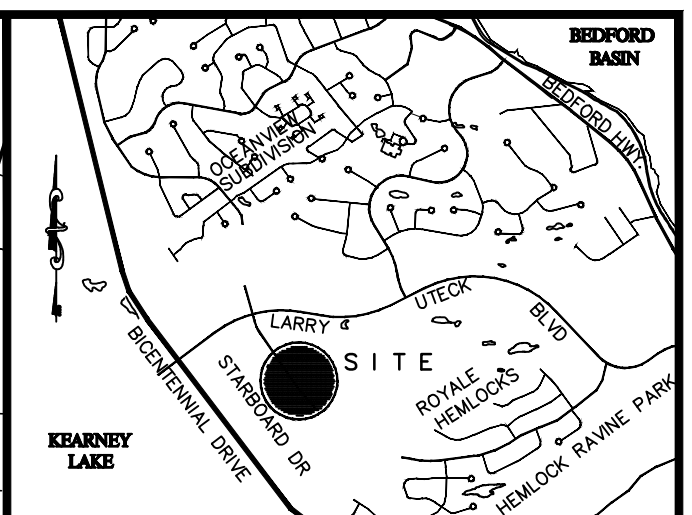
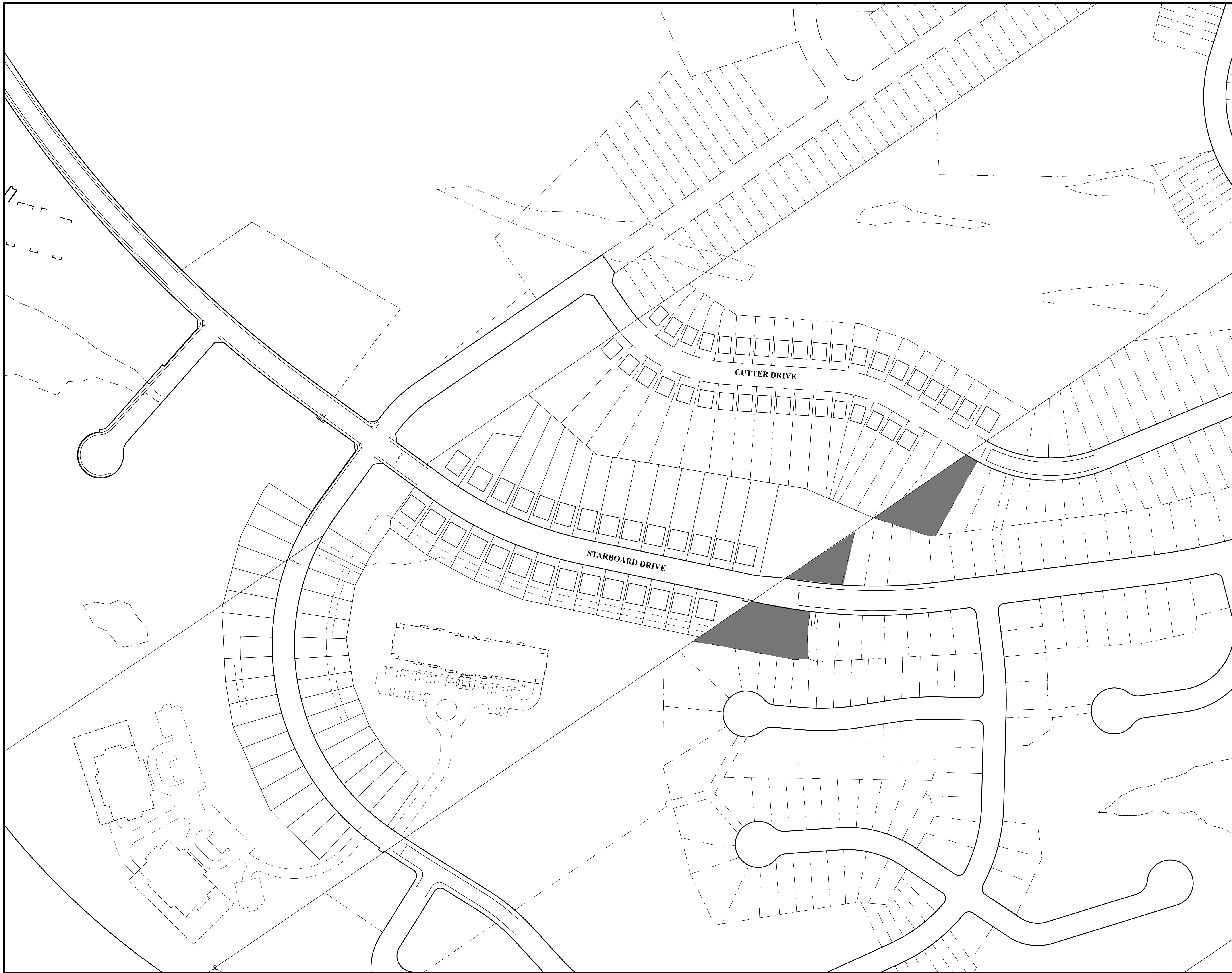
- ▲ - NEIGHBOURHOOD PARK
- P - PARKING
- R - RESEVOIR SITE
- T - TENNIS COURTS

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



- Key Plan**
N.T.S.
- SANITARY M.H. & SEWER
 - - - STORM M.H. & SEWER
 - W — W — HYDRANT
 - CATCH BASIN
 - STREET TREE
 - POWER POLE
 - * POWER POLE WITH LIGHT FIXTURE
 - ANCHOR ON LIGHT POLE
 - M.T.&T. PEDESTRAL
 - N.S.P.C. URD BOX
 - CONCRETE CURB & GUTTER
 - SIDEWALK
 - DRIVEWAY
 - PEDESTRIAN RAMP
 - PROPOSED & FINISHED GRADE
 - - - EXISTING CENTERLINE GRADE
 - - - EXISTING GRADE (RT. SIDE R.O.W.)
 - - - EXISTING GRADE (LEFT SIDE R.O.W.)
 - - - PROPOSED U/G ELEC. LINES
 - PROPERTY LINE
 - LATERALS .SAN.,STM. & WM.

NOTES:

1. Contour interval is 5.0 feet, based on LRIS mapping blended with actual field data provided by Servant Dunbrack, Feb 25/09.
2. For additional notes refer to drawing no. 13572-F02.

LEGEND

■ lands excluded from 20 persons per acre density limit

NOT TO SCALE

0.	Issued For Review	April 16/14	DWM
No	Description	Date	By

Revision or Issue

MW
MAC WILLIAMS ENGINEERING LIMITED

Schedule E

Scale 1"=100'

Date	April 16, 2014	Drawn	ACD
Design	DMW	Check	DWM
Project No.	13572	Sheet	1 of 1
Drawing No.	13572-F01A	Rev.	0

**Attachment B:
Excerpt of Relevant 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.

<p><i>the Planning Act.</i></p>	
<p><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></p>	<p>The proposed lots are to be developed as 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.</p>
<p><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></p>	<p>N/A</p>
<p><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></p>	<p>The proposal is consistent with Section II of the Halifax MPS.</p>
<p><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></p>	<p>A public hearing is required before Council can consider approval of the proposed Stage I amending agreement.</p>

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.

Attachment C – 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.