



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

**Harbour East-Marine Drive Community Council  
January 29, 2013**

**TO:** Chair and Members of Harbour East-Marine Drive Community Council

**SUBMITTED BY:** Original Signed  
Brad Anguish, Director of Community and Recreation Services

**DATE:** January 2, 2012

**SUBJECT:** Case 17762: Development Agreement for an Apartment Building at  
72-74 Primrose Street, Dartmouth

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**ORIGIN**

Application by Innovation Architects Ltd.

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter, Part VIII, Planning & Development*

**RECOMMENDATION**

It is recommended that Harbour East-Marine Drive Community Council:

1. Give Notice of Motion to consider the proposed development agreement to permit an apartment building at 72-74 Primrose Street, Dartmouth, as set out in Attachment A of this report, and schedule a Public Hearing;
2. Approve the proposed development agreement to permit an apartment building at 72-74 Primrose Street, Dartmouth, as provided in Attachment A of this report; and
3. Require the 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**

The proposal is to develop the vacant lands of 72-74 Primrose Street in Dartmouth with a four storey apartment building (Map 1). Apartment buildings within the Dartmouth Municipal Planning Strategy (MPS) may only be considered by development agreement (DA) in accordance with Policy IP-5. Innovation Architects Ltd. has made application, on behalf of 3238923 Nova Scotia Ltd., to enter into an agreement to permit an apartment building consisting of 43 - 1 bedroom dwelling units.

### *Subject Properties and Surrounding Land Uses*

The subject properties are:

- undeveloped and contain trees and mature vegetation;
- approximately 44,000 square feet (1 acre) in area;
- located mid-block on Primrose Street near the intersection with Pinecrest Drive;
- surrounded by medium density apartment buildings; and
- bordered by a vacant lot to the rear of 72 Primrose Street and a medium density three storey apartment building to the rear of 74 Primrose Street (Map 1).

### *The Proposal (Map 3)*

The proposal is described as follows:

- the consolidation of 72 and 74 Primrose Street to create one lot;
- a four storey apartment building containing 43 – 1 bedroom dwelling units with underground and surface parking (Map 3);
- rectangular shaped building with a gross floor area of approximately 4,218 square metres (45,408sq. ft.); and
- an all brick building facade with a balcony for each unit.

### *Designation, Zoning and Enabling Policy*

The subject properties are located within the Residential Designation of the Dartmouth MPS (Map 1) and zoned R-3 (Multiple Family Residential - Medium Density) under the Dartmouth Land Use By-law (LUB) (Map 2). Within Dartmouth, all apartment buildings are subject to a development agreement in accordance with enabling Policy IP-5 and the Implementation Policy IP-1(c).

## **DISCUSSION**

Staff reviewed the apartment building proposal relative to the applicable policies of the Regional MPS and the Dartmouth MPS. The proposed development agreement (Attachment A) is consistent with the Dartmouth MPS policies and the Dartmouth LUB (Attachments B and C). Attachment B provides an evaluation of the proposal in relation to these policies. The following issues have been highlighted for more detailed discussion.

### *Landscaping, Buffering and Compatibility*

The subject properties are undeveloped and contain significant stands of mature trees and substantial vegetation. Policy IP-5 (f) (Attachment B) indicates that vegetation should be preserved where possible. To achieve this policy objective, a significant portion of the existing

mature trees and vegetation has been identified as non-disturbance areas (Map 3). These non-disturbance areas will be delineated and protected through provisions of the proposed development agreement.

Policies IP-5 and IP-1(c) emphasize the importance of ensuring that apartment buildings are designed so as to reduce potential impacts on adjacent properties and land uses. The proposed building is of similar size and scale to the medium density apartment buildings immediately south-west and north-east of the subject properties. There is a vacant lot at the rear of 72 Primrose Street (Map 1), however, it also contains the R-3 Zoning which would enable medium density development by development agreement. Therefore, the proposed development has minimal impact. There is a low density single detached dwelling in an R-1M (Single Family (Modified) Residential) Zone that is located at the south east corner of the proposed property. The existing dwelling is approximately 55 metres (180 feet) from the proposed building and separated by existing mature tree stands located on the property with the existing dwelling.

To mitigate impacts on any adjacent properties, buffering and setbacks are required along the property boundaries. Specifically, minimum side yard setbacks of 4.6 metres (15 feet) to the north and south and rear yard setback to the east of 8.5 metres (28 feet) are required. Further, all of the setbacks are consistent with requirements as set out in the R-3 zone of the Dartmouth LUB. The required landscaping plan will detail location, species and specific design of the setback areas as well as non-disturbance areas as per the locations as shown on Map 3. As a result of the required buffering and setback the adjacent properties will not be negatively impacted by the proposed development.

#### *Building Scale, Density and Design*

The proposed building is four (4) storeys in height and approximately 4,218 square metres (45,408 sq. ft.) in gross floor area. The footprint of the proposed building covers approximately 26% of the entire site (both properties, Map 3). The maximum lot coverage permitted through the R-3 Zone is 25% (Attachment C). Staff considers the 1% increase to be marginal and therefore generally in keeping with the intent of the requirement. The number of dwelling units proposed at 43 is consistent with allowable density limit in the applied R-3 Zone.

The building is proposed to be rectangular in shape with an all brick façade that will include gabled ends. Every unit will contain a balcony and there will be a common room for residents. Units at the building corners may also include dens. The building is located to the rear of the site and is separated from the street by a non-disturbance area which will minimize bulk and scale of the building from Primrose Street. It is the opinion of staff the overall design is compatible with the existing neighbourhood.

#### *Parking*

The parking proposed for the site is 1 parking space per unit plus 9 visitor parking spaces for a total 52 spaces, 2 spaces less than the LUB requirement of 54 spaces. The parking area is proposed as 29 underground spaces and 23 surface parking. In addition, bicycle storage is supplied externally to the building and internally on three floors. Given that all of the apartments are proposed and limited to be 1 bedroom units, it is anticipated that the number of parking spaces provided is ample to meet the needs of this development.

Provisions within the development agreement allow the parking ratio to increase surface parking by non-substantive amendment. However, in no case will parking be permitted to encroach into the non-disturbance area.

#### *Traffic Impacts*

A Traffic Impact Statement (TIS) was prepared by the applicant to evaluate potential impacts of the proposed development on adjacent streets and intersections. The TIS was reviewed by HRM Traffic Services and no issues were identified. Traffic Services has accepted the conclusion of the TIS. The proposed development will not have negative impact on the existing road network and access and egress to the site is acceptable.

#### **Conclusion**

It is the opinion of staff the proposed development is consistent with the intent of the enabling Policy IP-5 and the implementation Policy IP-1(c). Further, the proposed building meets the criteria set out in the applied R-3 zone. Therefore, it is staff's recommendation that Council enter into the proposed development agreement as set out in Attachment A of this report.

#### **FINANCIAL IMPLICATIONS**

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved 2012/13 budget with existing resources.

#### **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 a Public Information Meeting held on June 1, 2012 (see Attachment D for minutes). Notices of the Public Information Meeting were posted on the HRM Website, in the newspaper, and mailed to property owners in within the notification area as shown on Map 2.

A Public Hearing has to be held by Council before they can consider approval of a development agreement. Should 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 proposed development agreement will potentially impact local residents, property owners and adjacent businesses.

#### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all relevant environmental policies contained in the MPS. Please refer to Attachment C of this report for further information.

### ALTERNATIVES

1. Approve the proposed development agreement, as contained in Attachment A. This is the recommended course of action as the proposed development agreement meets the intent of Dartmouth Municipal Planning Strategy.
2. Approve the terms of the development agreement, as contained in Attachment A, with modifications or conditions. Some modification or conditions may require additional negotiation with the developer.
3. Refuse the proposed development agreement. Pursuant to Section 245 (6) of the *Halifax Regional Municipality Charter*, Council must provide reasons to the applicant justifying this refusal, based on policies of the Dartmouth Municipal Planning Strategy.

### ATTACHMENTS

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Map 3	Site Plan
Attachment A	Proposed Development Agreement
Attachment B	Excerpts from the Dartmouth MPS and Additional Policy Evaluation
Attachment C	Excerpts from the Dartmouth LUB
Attachment D	Minutes from the Public Information Meeting

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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

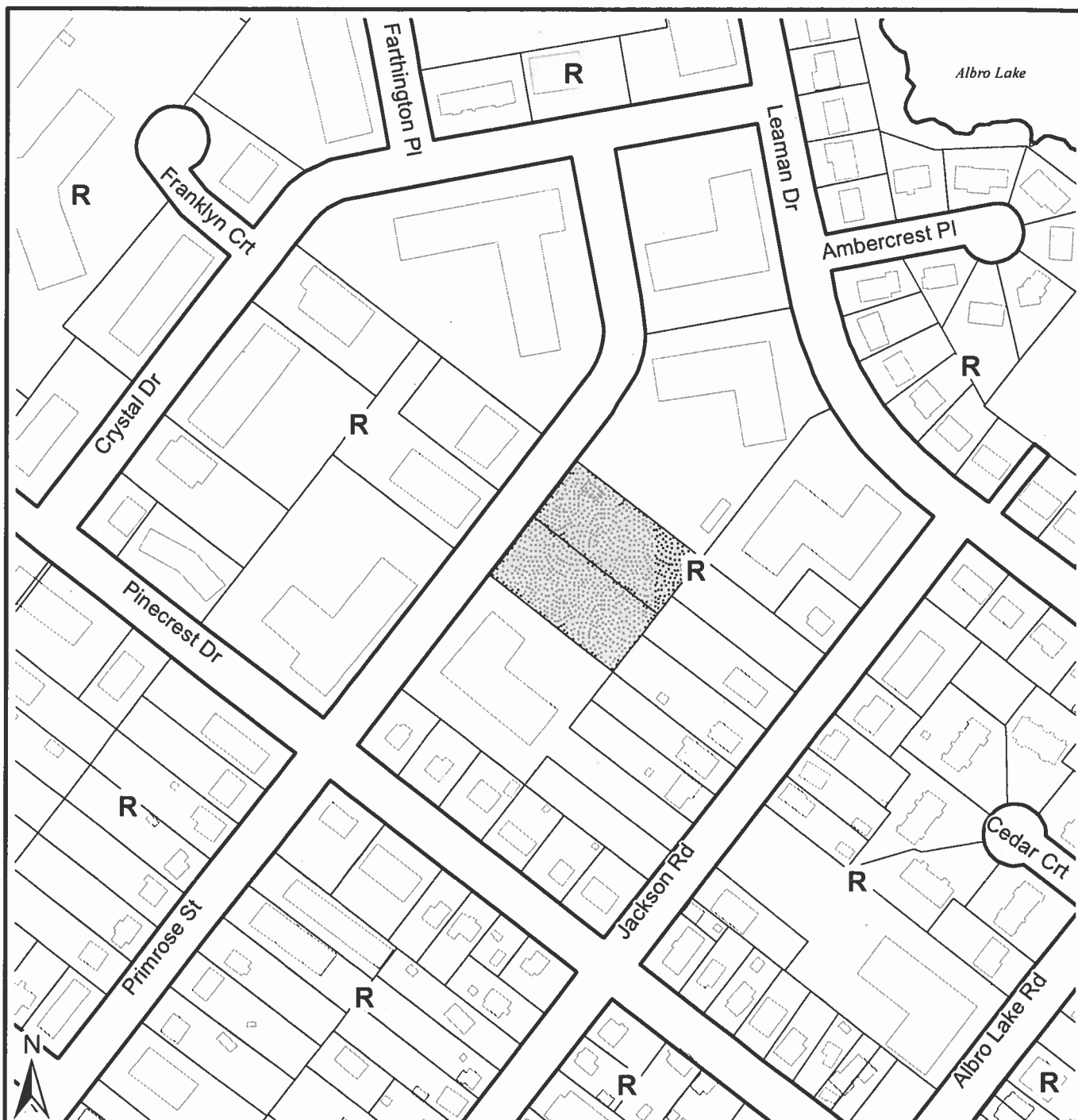
Report Prepared by: Shayne Vipond, Senior Planner, 490-4335

Original Signed

Report Approved by:  Kelly Denty, Manager of Development Approvals, 490-4800

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# Map 1 - Generalized Future Land Use

72-74 Primrose Street  
Dartmouth

 Subject area

## Designation

R Residential

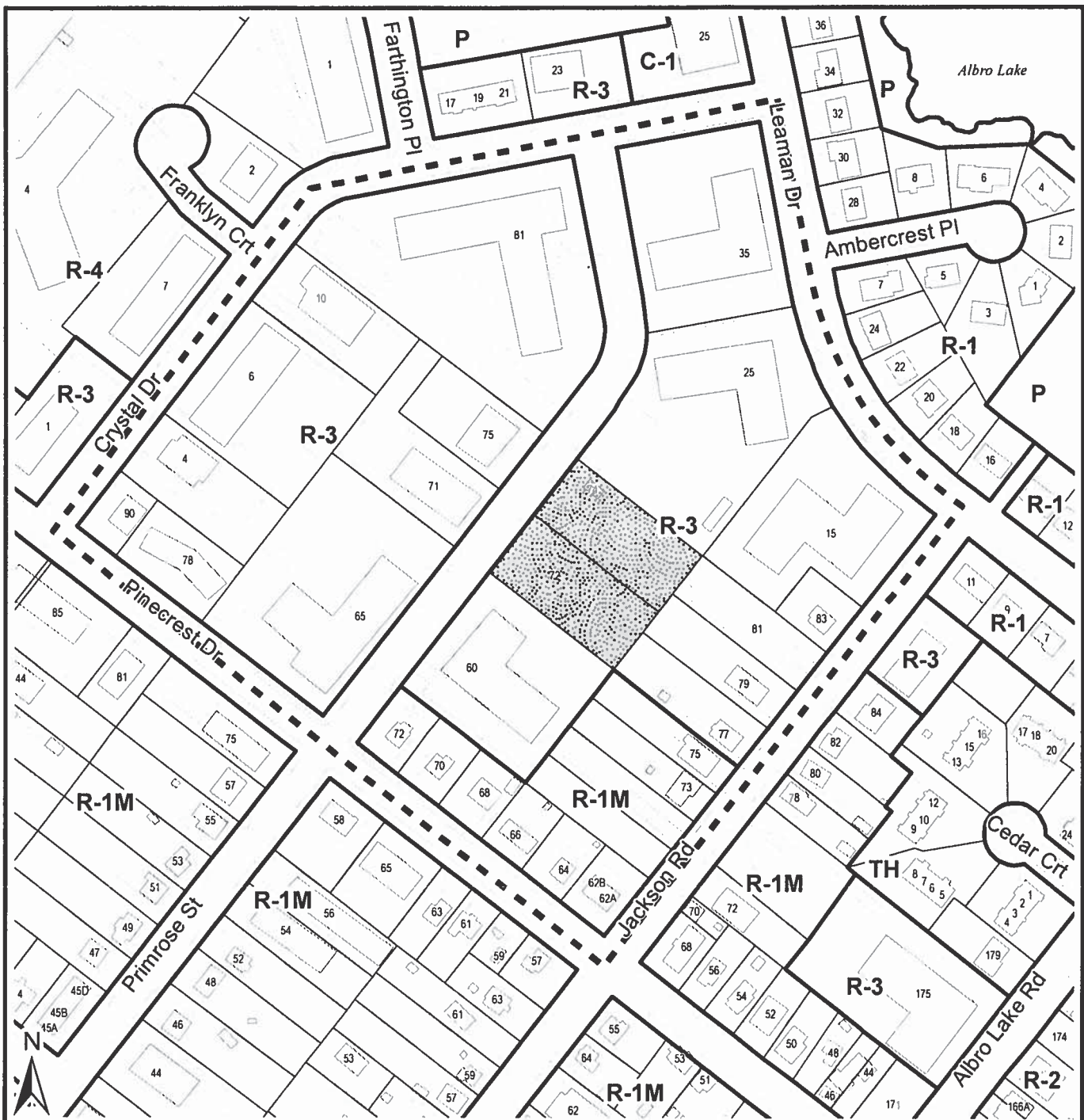
Dartmouth Plan Area

**HALIFAX**  
REGIONAL MUNICIPALITY  
DEVELOPMENT APPROVALS

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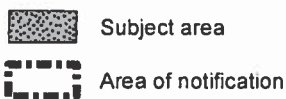
This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

HRM does not guarantee the accuracy of any representation on this plan.



## Map 2 - Zoning and Notification

72-74 Primrose Street  
Dartmouth

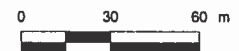


Dartmouth Plan Area

### Zone

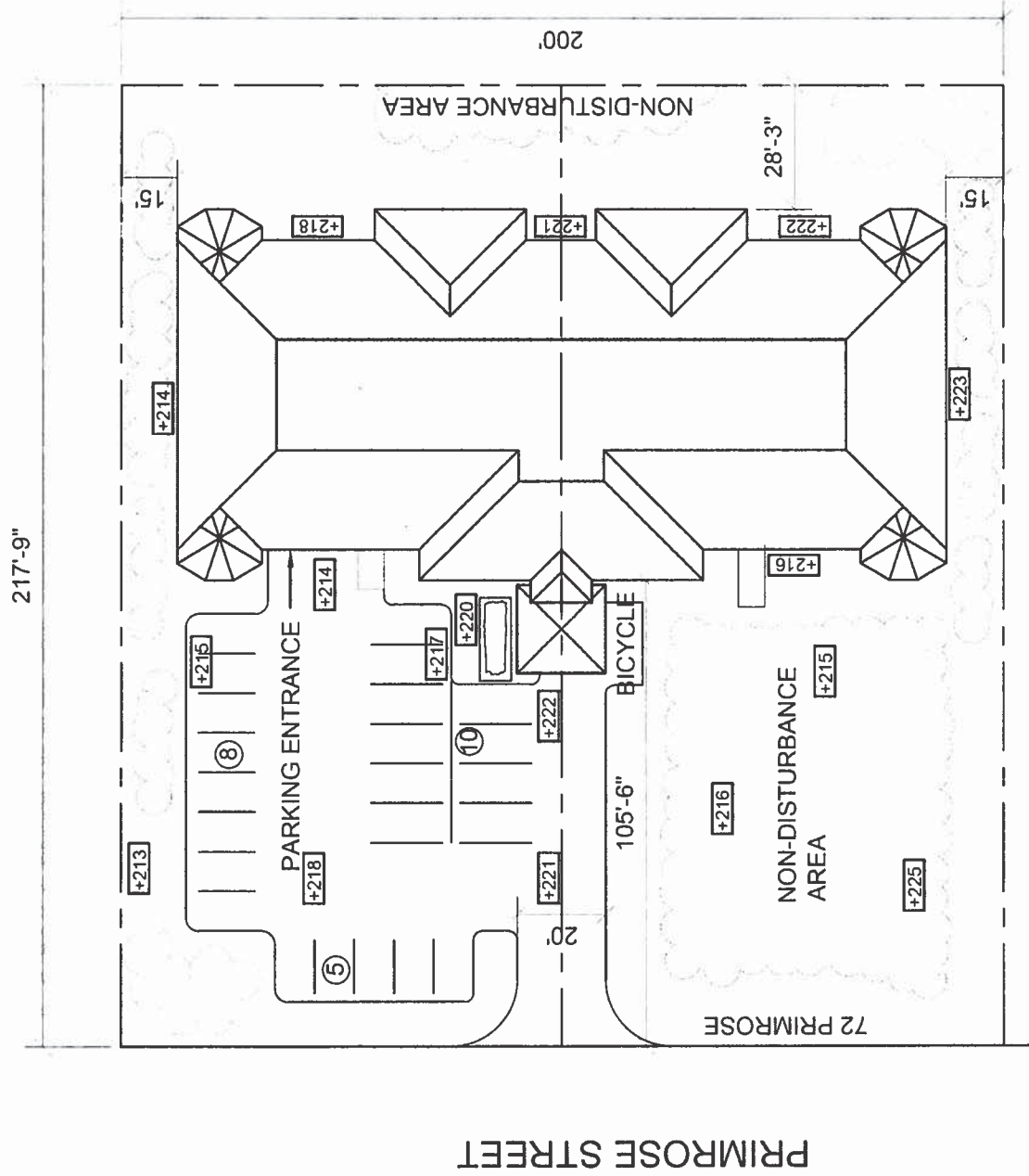
R-1	Single Family Residential
R-1M	Single Family (Modified) Residential
R-3	Multiple Family Residential
R-4	Multiple Family Residential (High Density)
TH	Town Housing
P	Park

**HALIFAX**  
REGIONAL MUNICIPALITY  
DEVELOPMENT APPROVALS



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

HRM does not guarantee the accuracy of any representation on this plan



### Map 3 Site Plan

HRM does not guarantee the accuracy of any base information.



**Attachment A: Proposed Development Agreement**

THIS AGREEMENT made this      day of [Insert Month], 2013,

BETWEEN:

**(INSERT DEVELOPER 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 72-74 Primrose Street, Dartmouth, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow a 4 storey, 43 unit residential building on the Lands pursuant to the provisions of the Halifax Regional Municipality Charter and pursuant to Policies IP-5 and IP-1(c) of the Dartmouth Municipal Planning Strategy;

AND WHEREAS the Harbour East-Marine Drive Community Council of the Municipality approved this request at a meeting held on [Insert - Date], referenced as Municipal Case Number 17762;

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***

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*

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

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

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any By-law of the Municipality applicable to the Lands (other than the Land Use By-law 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 distribution system, stormwater 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 in compliance with all municipal design and construction specifications 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*

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*

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.

**PART 2: DEFINITIONS**

2.1 *Words Not Defined under this Agreement*

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.

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

3.1 *Schedules*

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 17762:

Schedule A	Legal Description of the Lands(s)
Schedule B	Concept Site Plan
Schedule C	Underground Parking Plan
Schedule D	Front Building Elevation
Schedule E	Rear Building Elevation
Schedule F	Left/ Right Building Elevation

3.2 *Requirements Prior to Approval*

3.2.1 The Municipality shall not issue any Development Permit until a Final Subdivision Approval has been granted for the consolidation of the lands as shown on Schedule B.

3.2.2 Prior to the issuance of a Building Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A Lighting Plan in accordance with Section 3.6 of this Agreement; and,
- (b) A Landscaping Plan in accordance with Section 3.7 of this Agreement.

3.2.3 Prior to the issuance of an Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional of compliance with the lighting requirements as set out in Section 3.6 of this Agreement; and

- (b) Written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) of compliance with the landscaping requirements as set out in Section 3.7 of this Agreement.

3.2.4 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.

### 3.3 *General Description of Land Use*

3.3.1 The use(s) of the Lands permitted by this Agreement is a multiple unit residential building, as generally illustrated on the Schedules, comprised of the following:

- (a) a maximum of 43, one bedroom dwelling units.

### 3.4 *Siting and Architectural Requirements*

3.4.1 The building shall be located and oriented as generally illustrated on Schedule B, and shall comply with the following:

- (a) Lot coverage shall not exceed 26%.

3.4.2 The design, form, and exterior materials of the building shall, be architecturally detailed, veneered with stone or brick, and in the opinion of the Development Officer, generally conform to the Building Elevations included with this Agreement as Schedules D through F.

3.4.3 Architectural treatment shall be continued around all sides of the building as identified on the Schedules and shall include 1 balcony per unit.

3.4.4 Any exposed foundation in excess of 1 metre in height shall be architecturally detailed, veneered with stone or brick.

3.4.5 Refuse containers and mechanical equipment located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

### 3.5 **PARKING**

3.5.1 No fewer than 52 parking spaces shall be provided as illustrated on the attached Schedules B and C.

3.5.2 Above ground parking areas shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and shall be delineated by concrete curb. The use of rolled asphalt curb shall be prohibited.

### 3.6 OUTDOOR LIGHTING

3.6.1 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

#### 3.6.2 *Lighting Plan*

Further to subsection 3.6.1, prior to the issuance of a Development Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with Subsection 3.6.1 of this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- a) The location, on the building and on the premises, of each lighting device; and
- b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.

3.6.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of Subsection 3.6.1 of this Agreement. If such plan and description cannot enable this ready determination, the Developer shall submit a letter of compliance from a qualified professional.

### 3.7 LANDSCAPING

#### 3.7.1 *Landscaping Plan*

Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and generally conforms to the overall intentions of the preliminary landscape features shown on Schedule B. The Landscaping Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

3.7.2 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications in the opinion of the Landscape Architect that prepares the plans required pursuant to Subsection 3.7.1.

3.7.3 All portions of the Lands not used for structures, parking areas, driveways, curbing, or walkways shall be landscaped except for non disturbance areas and other areas where natural vegetative cover is maintained. Landscaping shall be deemed to include grass, mulch, decorative stone or water features, planting beds, trees, bushes, shrubs or other plant material or decorative element deemed acceptable by the Development Officer.

3.7.4 The Landscaping Plan shall include the location, spacing and species of any new vegetation. The Developer shall maintain all landscaping, shrubs, plants, flower beds and trees and shall replace any damaged, dead or removed stock.



- 3.7.5 Planting materials shall be selected for their ability to survive in their specific location relative to such factors including, but not limited to, sunlight/shade conditions, or rooftop and sea exposure conditions.
- 3.7.6 The Landscaping Plan shall include, in addition to the planting locations shown on Schedule B, plantings that screen the surface parking from adjacent properties.
- 3.7.8 Retaining walls, if required, shall be constructed of a decorative precast concrete or modular stone retaining wall system, pressure treated wood or an acceptable equivalent.
- 3.7.9 Details of any retaining wall systems that exceed a height of 3 feet are to be identified, including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a Professional Engineer.
- 3.7.10 A stand of existing mature trees and vegetation as identified on Schedule B, described as a "Non-disturbance Area" shall be retained. The Landscaping Plan required pursuant to subsection 3.7.1 shall include a supplementary hazard abatement plan to address this intent. This plan shall be prepared by a qualified person and be subject to review and approval by the Development Officer on the advice of HRM's Urban Forester.
- 3.7.11 Further to subsection 3.7.10, the hazard abatement plan shall:
- (i) Assess the health of each tree and confirm if it can be retained;
  - (ii) Define appropriate non-disturbance areas around each tree which shall be protected from excavation, grade alteration and vehicle access during all stages of construction, with such areas to be delineated by an appropriate physical protective barrier prior to commencement of any site works; and
  - (iii) Address the extent of acceptable pruning which may be undertaken.
- 3.7.12 In the event that any tree identified under Subsection 3.7.10 is severely damaged or killed during construction on the Lands, replacement trees of appropriate calliper shall be provided by the Developer as deemed appropriate by the Development Officer on the advice of HRM's Urban Forester.
- 3.7.13 *Compliance with Landscaping Plan*  
At the time of issuance of the Occupancy Permit, the Developer shall submit to the Development Officer a letter, prepared by a member in good standing of the Canadian Society of Landscape Architects, certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.7.14 Notwithstanding subsection 3.7.13, where the weather and time of year does not allow the completion of the outstanding landscape works, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and

shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### 3.8 MAINTENANCE

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.

## PART 4: STREETS AND MUNICIPAL SERVICES

- 4.1 All changes or modifications to the right-of-way known as Primrose Street, shall be designed and constructed in conformance with all applicable regulations and specifications of the Municipality, or as otherwise approved by the Development Engineer, and any other approvals as may be required by any applicable agency.
- 4.2 *Municipal Water Distribution, Sanitary Sewer and Storm Sewer Systems*  
The Municipal water distribution, sanitary sewer and storm sewer systems shall conform to Halifax Regional Water Commission's latest edition of their Design and Construction Specifications.
- 4.3 *Off-Site Disturbance*  
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.
- 4.4 *Solid Waste Facilities*  
The building shall include designated internal space for five stream source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

4.5 *Private Infrastructure*

All private services and infrastructure located on the Lands, including but not limited to the private driveway(s), laterals for water and sewer, and any private stormwater pipes or collection systems, shall be owned, and maintained by the Developer. Furthermore, the Municipality shall not assume ownership of any of the private infrastructure or service systems constructed on the Lands.

**PART 5: ENVIRONMENTAL PROTECTION MEASURES**

5.1 *Site Grading Plan and Stormwater Management*

No Development Permit shall be issued unless a Site Grading Plan, prepared by a qualified Professional Engineer in accordance with the Municipal Design Guidelines, is submitted to the Municipality. The plan(s) shall identify stormwater management measures to minimize any adverse impacts on adjacent lands or stormwater drainage systems during and after construction. Stormwater shall not be directed to adjacent private property unless private easements are provided in accordance with the most recent edition of the Halifax Regional Water Commission Design and Construction standards.

5.2 *Stormwater Management System*

The Developer agrees to construct, at its own expense, the Stormwater Management System associated with the proposed development. At the time of issuance of the Occupancy Permit, the Developer shall provide certification from a Professional Engineer that the system has been constructed in accordance with the approved design. All private storm water facilities shall be maintained in good order in order to maintain full storage capacity.

5.3 *Erosion and Sedimentation Control Plan*

Prior to the commencement of any site works on the Lands, including earth movement or tree removal, other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this Section have been met and implemented.

5.4 *Failure to Conform to Plans*

If the Developer fails at any time during any site work or construction to fully conform to the requirements set out under Part 5 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Officer, in consultation with the Development Engineer, to ensure compliance with the environmental protection plans.

## **PART 6: AMENDMENTS**

### **6.1    *Non-Substantive Amendments***

The following items are considered by both parties to be non substantive and may be amended by resolution of Council.

- (a)    Minor changes to the exterior materials of the building;
- (b)    The parking requirement for 52 spaces may be met by reallocating parking spaces from underground parking to surface parking subject to the requirements of sections 3.5 and 3.7 of this Agreement;
- (c)    The granting of an extension to the date of commencement of construction as identified in Subsection 7.3.1 of this Agreement; and
- (d)    The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

### **6.2    *Substantive Amendments***

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***

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 Council.

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **7.3    *Commencement of Development***

7.3.1 In the event that development on the Lands has not commenced within 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. *Completion of Development*

Upon the completion of the whole development Council may review this Agreement, in whole or in part, and may:

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

7.5 *Discharge of Agreement*

If the Developer fails to complete the development after 7 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

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

8.1 *Enforcement*

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*

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 defense 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

(Insert Registered Owner Name)

\_\_\_\_\_  
\_\_\_\_\_  
=====

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

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

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

**HALIFAX REGIONAL**  
**MUNICIPALITY**

\_\_\_\_\_  
Witness

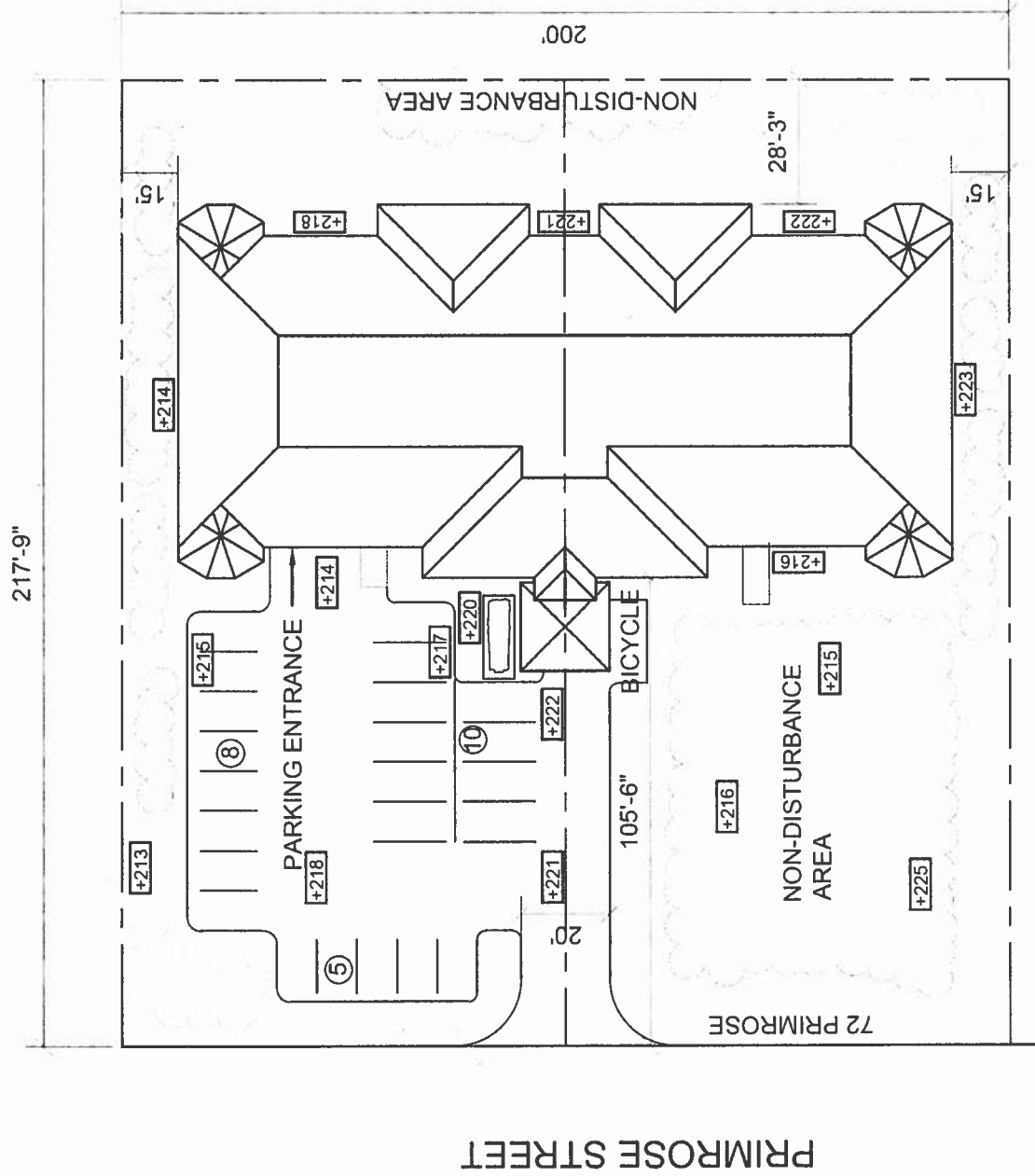
Per: \_\_\_\_\_

Mayor

\_\_\_\_\_  
Witness

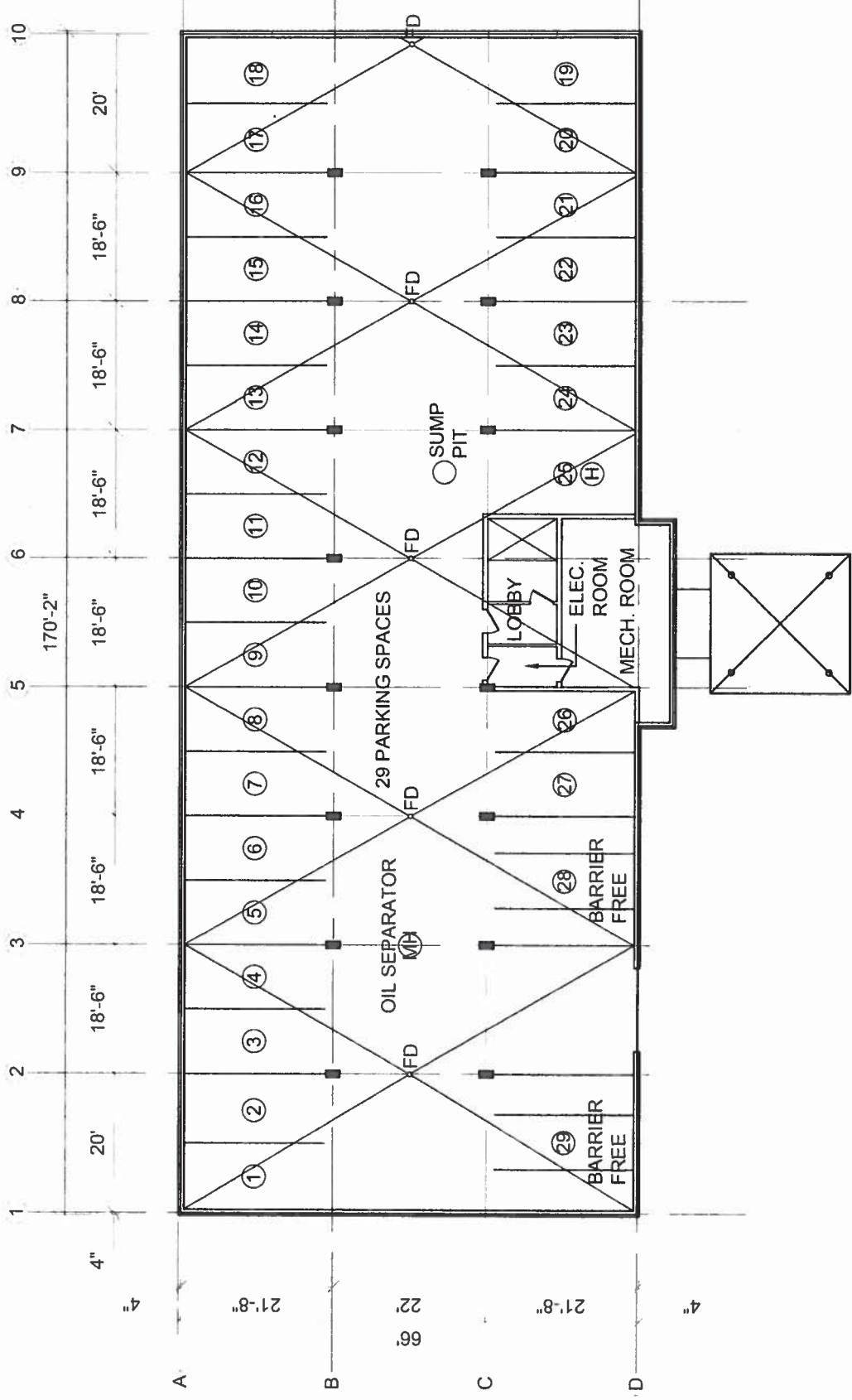
Per: \_\_\_\_\_

Municipal Clerk



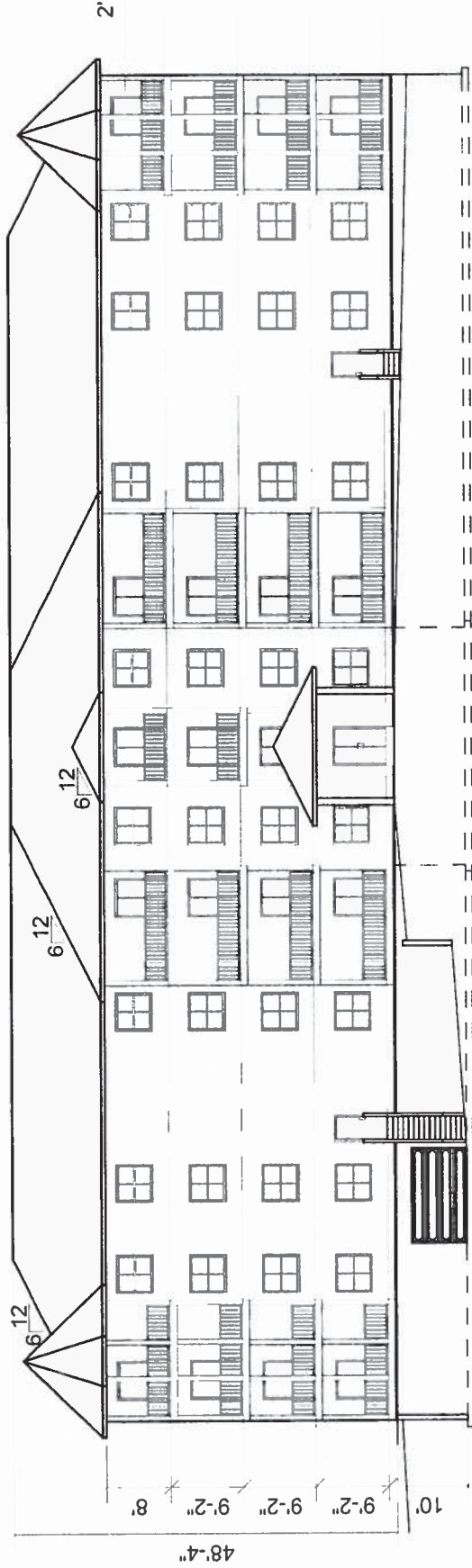
**Schedule B Concept Site Plan**

HRM does not guarantee the accuracy of any base information.



**Schedule C Underground Parking Plan**

HRM does not guarantee the accuracy of any base information.



\* Building Facade shall be stone or brick

## Schedule D Front Building Elevation

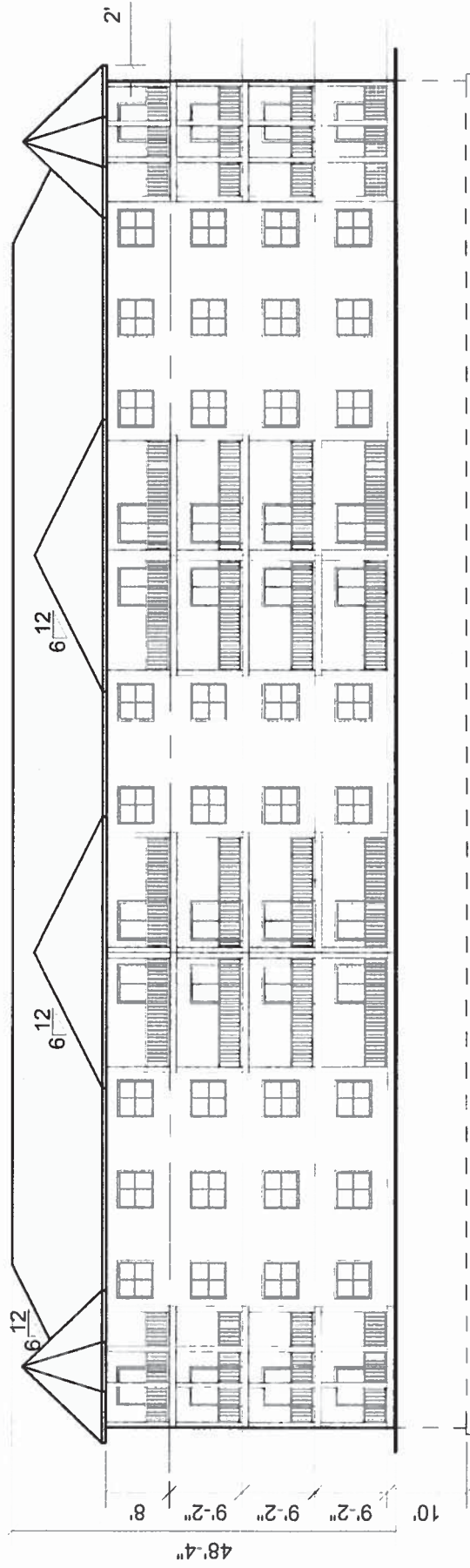
**HALIFAX**  
REGIONAL MUNICIPALITY  
DEVELOPMENT APPROVALS

HRM does not guarantee the accuracy of any base information.

January 14, 2013

Case 17762

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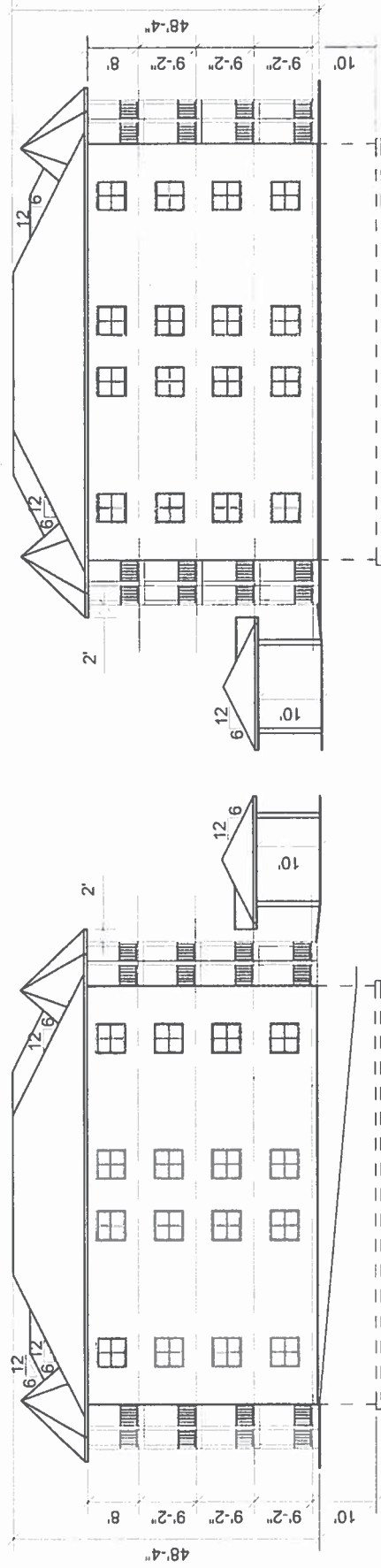


\* Building facade shall be stone or brick

## Schedule E Rear Building Elevation

HRM does not guarantee the accuracy of any base information.





**\*Building facade shall be stone or brick**

**Schedule F Left/ Right Building Elevations**

HRM does not guarantee the accuracy of any base information.

**Attachment B: Excerpts from the Dartmouth MPS  
and Additional Policy Evaluation**

**Dartmouth MPS**

*Please note: A review of the proposed development relative to policies IP-5 and IP-1(c) is included within this attachment.*

**(o) Apartment Building Development**

Careful consideration should be given to the construction of apartment buildings throughout the City. Recently, concerns have been expressed about the exterior design, density, concentration, site treatment, massing and traffic issues as they relate to apartment development. These issues could be addressed by the Development Agreement process and would also permit public involvement in the evaluation of the proposed development.

Policy IP-5     It shall be the intention of City Council to require Development Agreements for apartment building development in R-3, R-4, C-2, MF-1 and GC Zones. Council shall require a site plan, building elevations and perspective drawings for the apartment development indicating such things as the size of the building(s), access & egress to the site, landscaping, amenity space, parking and location of site features such as refuse containers and fuel storage tanks for the building.

**IP-1(c) Zoning By-law**

The Zoning By-law is the principal mechanism by which land use policies shall be implemented. It shall set out zones, permitted uses and development standards which shall reflect the policies of the Municipal Development Plan as per Section 33 (3) of the Planning Act. **The zoning by-law may use site plan approval as a mechanism to regulate various uses. (RC-Sep 8/09;E-Nov 14/09)**

Notwithstanding the above, it shall be the intention of Council not to pre-zone lands outside the development boundary as shown on the Generalized Land Use Plan: Map 9;

***Map 9b, 9c, 9d, 9e, 9g, 9h,9i (By-law 633), 9i (By-law 724), 9j, 9q, 9m, 9o, 9p (Portland St), 9p (Craigwood) and 9r (As amended by By-law C-475, Sept. 20, 1983 and By-law C-493, Dec.9, 1983 and By-law C-511, July 6, 1984).***

It shall recognize that certain areas are premature for specific zoning classifications by reason of lack of services, public facilities or other constraints. Council shall use the H-zone (Holding Zone). ***In the H Zone the permitted types of uses shall be limited in accordance with the Reserve classification in Table 4 ( As amended by By-law C-475, Sept. 20, 1983).*** In this manner, Council can maintain a comparatively high degree of control, and major development proposals contemplated for such areas shall be processed as zoning amendments.

*In considering the approval of such Agreements, Council shall consider the following criteria:*

	<b>Policy Criteria IP-5</b>	<b>Comment</b>
(a)	<i>adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;</i>	The proposed building is 4 storeys. The proposed building is similar in bulk and scale with other residential building developed to the north, south and west. Of the two properties to the east that front Jackson Avenue, one is vacant while the other is developed with a medium density three storey apartment building. All building setbacks comply with the Dartmouth LUB and provide adequate adjacent separation to streets and adjacent properties.
(b)	<i>adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
	<i>(i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;</i>	Controls on the height and bulk of the proposed building are described above and have been prescribed in the Development Agreement. The proposed density is consistent with the density limits established R-3 (Multiple Family Residential - Medium Density) Zone standards for density in the Dartmouth LUB (43 dwelling units per acre for the same number and proportion of 1 bedroom units).  The proposed lot coverage is 26% as compared to 25% as set out in the R-3 Zone.
	<i>(ii) traffic generation, access to and egress from the site; and</i>	A Traffic Impact Statement (TIS) was submitted by the developer and its conclusions were accepted by HRM Traffic Services.
	<i>(iii) parking;</i>	The parking proposed is for 52 spaces, 2 spaces less than the LUB requirement of 54 spaces. However, bicycle storage has been supplied both externally to the building and internally on three floors. It is anticipated that the number of parking spaces provided is ample to meet the needs of this development given that all of the units are proposed to be 1 bedroom units. All of the required parking for the project is either provided underground (29 spaces) or as surface parking (23 spaces).
(c)	<i>adequacy or proximity of schools, recreation areas and other community facilities;</i>	There are currently schools within proximity, as well as recreation areas and facilities within the immediate vicinity of the proposed development.
(d)	<i>adequacy of transportation networks in, adjacent to, and leading to the development;</i>	Staff reviewed the proposed access/egress to the site as well as a Traffic Impact Statement. Staff concurs with the statements and findings of the TIS.

	Policy Criteria IP-5	Comment
(e)	<i>adequacy of useable amenity space and attractive landscaping such that the needs of a variety of household types are addressed and the development is aesthetically pleasing;</i>	The proposed agreement requires that amenity space is provided in accordance with the Land Use By-law. Features will include usable dedicated balconies for each unit as well as a common room for the use of residents. A professional Landscape Architect must prepare the Landscaping Plan with detailed design for the non-disturbance and landscaped areas.
(f)	<i>that mature trees and other natural site features are preserved where possible;</i>	All undeveloped areas of the site must be landscaped. The landscape plan and the work must be certified by a Professional Landscape Architect.
(g)	<i>adequacy of buffering from abutting land uses;</i>	The site is covered with trees plantings defined as non-disturbance areas which will provide screening to adjacent properties. In addition the parking area will be screened from adjacent properties. The proposed building is within proximity to the RM-1 modified zone which permits low density residential development. A non-disturbance area has been established along the rear property boundary to mitigate impact to the low density residential area.
(h)	<i>the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and</i>	The proposed agreement requires the submission of a site grading plan(s), identification of stormwater management measures, and erosion controls. These plans must conform with HRM and Provincial standards as well as minimize impacts on adjacent properties.
(i)	<i>the Land Use By-law amendment criteria as set out in Policy IP- 1(c). <u>As amended by By-law C-692, Dec. 4, 1991</u></i>	See below.

	Policy Criteria IP-1 (c)	Comment
(1)	<i>that the proposal is in conformance with the policies and intent of the Municipal Development Plan</i>	The proposal has been considered in accordance with policies IP-5, and IP-1(c).
(2)	<i>that the proposal is compatible and consistent with adjacent uses and the existing development form in the area in terms of the use, bulk, and scale of the proposal</i>	Discussed above.
(3)	<i>provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries</i>	Discussed above.
(4)	<i>that the proposal is not premature or inappropriate by reason of:</i>	
	<i>(i) the financial capability of the City is to absorb any costs relating to the development</i>	No increase in costs is anticipated.
	<i>(ii) the adequacy of sewer and water services and public utilities</i>	No concerns were identified regarding the capacity of sewer or water. This infill development maximizes utilization of existing infrastructure. The private infrastructure required to service this development will be at cost to the developer and ownership will not be assumed by neither HRM or Halifax Water
	<i>(iii) the adequacy and proximity of schools, recreation and other public facilities</i>	Discussed above.
	<i>(iv) the adequacy of transportation networks in adjacent to or leading to the development</i>	Discussed above.
	<i>(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas</i>	The proposed agreement includes requirements for site grading, stormwater management and erosion and sedimentation controls in accordance with applicable HRM and Provincial standards.
	<i>(vi) preventing public access to the shorelines or the waterfront</i>	There is no shoreline or water frontage associated with this development.
	<i>(vii) the presence of natural, historical features, buildings or sites</i>	Staff are not aware of any such features on the lands.



	<i>(viii) create a scattered development pattern requiring extensions to truck (sic) facilities and public services while other such facilities remain under utilized</i>	The development would utilize sewer, water and transportation infrastructure that is already in place; private laterals will extend from Primrose Street. This proposed development is an example of urban infill and that maximizes utilization of existing infrastructure and services.
	<i>(ix) the detrimental economic or social effect that it may have on other areas of the City.</i>	Staff is not aware of any potential detrimental effects that the development may pose.
(5)	<i>that the proposal is not an obnoxious use</i>	The proposed use is not expected to produce any obnoxious impacts.
(6)	<i>that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or near by land uses and public facilities. Such controls may relate to, but are not limited to, the following:</i>	
	<i>(i) type of use, density, and phasing</i>	The use and density of the proposed development are controlled by the agreement. There is no phasing as the development is comprised of a single building.
	<i>(ii) emissions including air, water, noise</i>	The development is not expected to generate emissions that will warrant controls. However, mechanical equipment and refuse containers must be screened from adjacent properties.
	<i>(iii) traffic generation, access to and egress from the site, and parking</i>	Discussed above.
	<i>(iv) open storage and landscaping</i>	The proposed agreement requires that landscaping measures be planned and certified by a Landscape Architect. Open storage is not permitted.
	<i>(v) provisions for pedestrian movement and safety</i>	The nature of the development is such that conflict with vehicular traffic is not anticipated. Open access is provided to Primrose Street within close proximity.
	<i>(vi) management of open space, parks, walkways</i>	Currently there a variety of recreation opportunities in the vicinity of the proposed development, however the proposed agreement requires that amenity space be provided in accordance with the LUB. To meet this balconies and a landscaped area have been supplied to all units.
	<i>(vii) drainage both natural and sub-surface and soil-stability</i>	The proposed agreement includes requirements for site grading, stormwater management and erosion and sedimentation controls in accordance with applicable HRM and Provincial standards.

	<i>(viii) performance bonds.</i>	Where applicable, the agreement requires the developer to provide securities to HRM, that exceed the cost of completing the work. The security is not returned until the work is complete.
(7)	<i>suitability of the proposed site in terms of steepness of slope, soil conditions, rock outcroppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors</i>	No concerns have been identified with regard to these features on the lands.
(8)	<i>that in addition to the public hearing requirements as set out in the Planning Act and City by-laws, all applications for amendments may be aired to the public via the "voluntary" public hearing process established by City Council for the purposes of information exchange between the applicant and residents. This voluntary meeting allows the residents to clearly understand the proposal previous to the formal public hearing before City Council</i>	A Public Information Meeting was held and the proposal cannot be approved unless Community Council holds a Public Hearing. Both meetings are advertised in the local newspaper and notices are sent directly to local residents.
(9)	<i>that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:</i>	
	<i>(i) Council with a clear indication of the nature of proposed development, and</i>	Not applicable.
	<i>(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community</i>	Not applicable.

(10)	<i>Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02; E-Aug 17/02)</i>	Not applicable.
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**Attachment C: Excerpts from the Dartmouth LUB****PART 2: R-1M (SINGLE FAMILY (MODIFIED) RESIDENTIAL) ZONE**

32A (1) The following uses only shall be permitted in an R-1M Zone:

- (a) R-1 uses as hereinbefore set out; and
- (b) Daycare facilities as home occupations, occupying not more than 50 percent of the total floor area of the dwelling; notwithstanding Section 23(g) of this by-law.

(2) Buildings used for R-1M Zone shall comply with the following requirements:

- (a) Lot area minimum: 2,800 square feet
- (b) Lot frontage minimum: 30 feet
- (c) Front yard minimum: 20 feet
- (d) Rear yard minimum: 10 feet
- (e) Side yard minimum: 5 feet (subject to the the Building By-law of the City)
- (f) Lot coverage maximum: 35 per cent
- (g) Height of Primary Building Maximum: 35 feet

(3) In an R-1M Zone where a lot fronts on the outside of a street curve having a radius of 100 feet or less, the required lot frontage may be reduced by 50 percent.  
(As amended by By-law C-694, Dec 6/91)

**PART 4: R-3 (MULTIPLE FAMILY RESIDENTIAL) ZONE - MEDIUM DENSITY**

34(1) The following uses only shall be permitted in an R-3 Zone:

- (a) R-1, R-2 and TH uses as herein set out,
- (b) apartment buildings,
- (c) uses accessory to any of the foregoing uses.
- (d) lodging houses (As amended by By-law C-657, Feb 2/89)

34(2) Buildings used for R-1, R-2 and TH uses in an R-3 Zone shall comply with the requirements of an R-1, R-2 or TH Zone respectfully.

34(3) Buildings used for R-3 uses in an R-3 Zone shall comply with the following requirements:

- (a) Lot coverage, maximum - 25%
- (b) Area of site required per dwelling unit:

Type of dwelling unit	Area of site required
One bedroom and bedsitting room	per dwelling unit
Two or more bedrooms	1,300 sq. ft.
	1,800 sq. ft.

Provided that where the site area is greater than one acre, the area of the site required per dwelling unit shall be:

Type of dwelling unit	Area of site required per dwelling unit
One bedroom and bedsitting room	1,000 sq. ft.
Two or more bedrooms	1,350 sq. ft.

- (c) On all buildings a minimum side and rear yard clearance of 15 feet shall be maintained and if the building is more than fifty feet high on its highest side the side yards and rear yards shall have a minimum clearance of not less than one half the height of the adjacent side of the building.
  - (d) The yard area located between the street line and the minimum setback line shall be landscaped, and the entire site and all buildings maintained in a neat, tidy manner including the trimming and upkeep of landscaped areas.
  - (e) Height Maximum -35 feet on all parcels of land situated within the "Lake Banook Canoe Course Area" as identified on Schedule "W". (RC-Feb 8/05;E-Apr 23/05)
- 34(4) No uses other than those permitted in R-1 and R-2 shall be permitted unless the lot area is equal to or greater than ten thousand square feet and unless the street frontage is equal to or greater than one hundred feet.
- 34(5) All developments including three or more dwelling units shall provide, in addition to the site requirements set out in sub-section (3) of this section, amenity areas of not less than one hundred square feet for each bedsitting room or one bedroom dwelling unit; three hundred square feet for each two bedroom dwelling unit; and 500 square feet for each three or more bedroom dwelling units. An amenity area shall be a space set aside for recreational purposes such as communal play areas, recreational room, roof decks, balconies, swimming pools and tennis courts. An amenity area shall have no dimension less than thirty feet.
- 34(6) Buildings used for lodging house uses shall comply with the requirements of the Lodging House By-law of the City of Dartmouth. (As amended by By-law C-657, Feb 2/89)

**NOTE: Effective December 4, 1991, Multiple family residential developments in the City of Dartmouth are permitted only by development agreement.**

**Attachment D: Minutes from Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 17762 – Development Agreement 72-74 Primrose Street**

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**7:00 p.m.  
Monday, June 1, 2012  
Dartmouth North Community Centre  
105 Highfield Park Drive, Dartmouth**

**STAFF IN  
ATTENDANCE:**

Shayne Vipond, Planner, Planning Applications  
Hilary Campbell, Planning Technician  
Jennifer Purdy, Planning Controller

**ALSO IN  
ATTENDANCE:**

KJ Gandhi, Innovation Architects Ltd. Applicant  
Councillor Darren Fisher  
Councillor Jim Smith  
Trevor Zinck, MLA

**PUBLIC IN  
ATTENDANCE:**

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The meeting commenced at approximately 7:00 p.m.

**Opening remarks/Introductions/Purpose of meeting**

**Councillor Smith** welcomed residents to the meeting and explained that the meeting is to discuss an application to consolidate 72 and 74 Primrose Street. He then asked that residents raise any concerns and comments with the proposal. He introduced Council Darren Fisher, and MLA Trevor Zinck.

**Mr. Shayne Vipond**, Senior Planner, Planning Applications, called the meeting to order at approximately 7:00 p.m. in the Dartmouth North Community Centre, 105 Highfield Park Drive, Dartmouth. He introduced himself as the planner guiding this application through the process and also introduced Hilary Campbell, Planning Technician, HRM Planning Services and Jennifer Purdy, Planning Controller, HRM Planning Services.

Mr. Vipond advised that HRM has received an application to consolidate 72-74 Primrose Street in Dartmouth for the purpose of constructing a 43 unit multiple dwelling by Development Agreement.



Mr. Vipond reviewed the application process noting that the public information meeting is an initial step, whereby HRM reviews and identifies the scope of the application and seeks input from the neighborhood. The application will then be brought forward to Community Council which will hold a public hearing at a later date, prior to making a decision on the proposed development.

#### **Presentation on Application**

Mr. Vipond showed a slide of the area explaining that the properties for this application are located at 72 and 74 Primrose Street in Dartmouth. The property is within the Pinecrest-Highfield Park Secondary Planning Strategy of the Dartmouth Municipal Planning Strategy and is designated for residential development. The properties are zoned Multiple Family Residential Zone or R-3 in the Dartmouth Land Use By-Law. This policy designation and zoning does permit Community Council to consider a small to medium sized apartment building on these lands subject to the applicant entering into a development agreement.

Mr. Vipond then explained that a development agreement is a legal contract between a land owner and HRM in which the use of the land is established. It may regulate setbacks, design, buffering to adjacent properties and any future owner of this land will be bound by its terms. Things that are considered when reviewing a development agreement are: Height, size bulk, density, lot coverage, lot size and lot frontage, traffic generation, parking, the adequacy of usable amenity space and landscaping. For example, staff will want to ensure that the development is aesthetically pleasing and that the mature trees and other natural site features are preserved on the site as required in MPS Policy.

**K.J. Gandhi, Innovation Architects Ltd., Applicant** introduced himself and showed a slide of the proposed site plan. He explained that the policy allows for multi-unit residential on this site. He explained that he was trying to make a design that would fit in with the surrounding area. He would use better construction material and plan on retaining the existing vegetation on the property. He showed a slide of the site plan and explained that the building is proposed to be 4 stories with balconies on the front. The basement will be completely underground. The requirement for parking is 56 parking spots however he is looking at possibly adding more without disturbing the vegetation. He reviewed the special features of the building and explained that there will be a brick façade, lighting, and a sloped roof. The balconies would be large with good landscaping. The windows would be large and there would be dormers. The building would be made of brick and cement siding, it will not have the effect of a large building. The inside would be made of environmentally friendly materials that would help with energy conservation. There would be gas lines to heat the building and the windows would conserve energy. It will be 43 one bedroom units, some would also have dens. Each unit would have 5 appliances including the laundry units, ceramic tiling, lument and carpet floors. There will be an elevator as well as a community room.

#### **Questions and Answers**

Mr. Vipond explained that after tonight's meeting the next available opportunity for residents to express their comments or concerns directly to Council would be at the formal public hearing.

Mr. Jerry Pye, Dartmouth asked for the name of the developer and who the property owner is. He also asked if there were contingencies placed upon the proposal that might affect the decision in purchasing the property.

Mr. Gandhi explained that the property is owned by Alyson Gerard and the purchase of the property is based upon whether this application is approved or not.

Councillor Smith asked if there is parkland dedication that is associated with this development.

Mr. Vipond explained that this would not be included within the development agreement as there is no subdivision of the property however the developer will be required to provide suitable and functional amenity space on site. Balcony space, outdoor landscaping and common areas could be included in this.

Mr. Dale Swift, Dartmouth explained that this was a fabulous idea and asked how long the project will take from start to finish.

Mr. Gandhi explained that it would have to follow HRM's permitting process however following that the construction portion will take approximately 7-10 months.

Mr. Vipond explained that the Planning Process typically takes 6-9 months depending on the complexity of the proposal.

A gentleman from the audience explained that he has lived in the area for over 40 years and has passed the street many times. He felt that the design would fit in well with the neighbourhood.

Ms. Joy Field, Dartmouth didn't feel that a building of this size would fit onto the lot and asked what the setback was from all sides. She explained that there was a swimming pool on one side of the property and wondered if the swimming pool was part of the building lot.

Mr. Gandhi explained that the pool was not part of the lot. The lot is in between the swimming pool and the building on the other side.

Ms. Field addressed a concern with the social issues currently in the area. She explained that this area has a high crime rate and asked why tenants would want to move into this area. She explained that it doesn't matter how beautiful the building is.

Mr. Gandhi gave another example of a development in Sackville that had improved the area.

Ms. Field explained that years ago there were a 2-year waiting list for her building, since then, the area has gotten worse, not better. Putting this beautiful building in will not change the crime in the area.

Mr. Gordon, Dartmouth asked if the building would be wheelchair accessible and what the price of the units will be.

Mr. Gandhi explained that the building is required to be wheelchair accessible. He added that he could not comment on the price. No one can ask more than what the market can dictate.

Mr. Swift explained that he owns several apartments and has spent a number of years fixing up apartments. He explained that there is crime everywhere; most crime is in Clayton Park. He explained that a new apartment of this size will improve this community.

Ms. Coleen MacAdam, Dartmouth acknowledged that the neighbourhood was a little rough and dangerous but this development might help start to clean it up. She felt that the proposal was a good idea.

Ms. Maryanne Walker, Dartmouth explained that she grew up in this area and has been dealing with the owners who bought the properties in 2005. She explained that tenants have been living in horrible atrocious living conditions. She explained that things in the past were promised to better the buildings but explained that no success came from it just empty promises. HRM is not taking responsibility and the owners are not being held responsible. She doesn't feel that this proposal will help this area. She suggested that the owners talk with the other apartment building owners and to encourage them to fix the other buildings.

Ms. Hazel Cooke, Dartmouth explained that she has been a resident in the area for 16 years and addressed concern with the current living arrangements. She asked that they do not remove the beautiful trees and the pool.

Mr. Vipond explained that the pool would not be affected. If the proposal received approval from Council, some trees would likely be cut down. MPS policy requires that the developer retain as many trees as possible on the site.

Mr. Chris Dontropoulos, Dartmouth explained that he had been in the area for 15 years. He explained that he has put a lot of time, money and effort into his building to better it but this area needs new development. New development makes the area more appealing.

Mr. Pye explained that he wants it on the record that this development will enhance the sale of a property to a property owner. Mr. Pye doesn't know if HRM is in the business of enhancing people's properties by virtue of sales. The developer is only going to develop this property based on the contingency that they get approval on this application. He explained that he has represented this community for a long time and has listened to developers explain how they are going to enhance the community and the neighbourhood. There is a need to vitalize North End Dartmouth and he is not opposed to development however he is opposed to it in communities where they are saturated with multi-unit development. The former Dartmouth Council had rezoned a portion of the area to R-1M (R1 Modified) and wanted to point out that this proposal is adjacent to an R-1M property. He explained that if approved, it is consistent with adjacent uses and therefore, the owner of the R-1M property can come back and apply for a multi-unit apartment complex. He suggested that residents contact the Nova Scotia Department of Finance to double check if they don't believe him. They don't have the demographics per say for business but they do for constituency which says that 78% of the housing in Dartmouth North is multi-unit residential development. HRM should offer some balance to this neighbourhood and he asks that staff give his comments some serious consideration. He explained that there are residents that do not attend these meetings because their voices are not heard. He doesn't understand why properties in communities that need to be rehabilitated be purchased. These

could be torn down and new ones built. He explained that he spoke with a former developer who explained that there needs to be an extensive look at what development is going to take place in Dartmouth North. He explained that if the Planning Department looked at the amount of green space there they would see that there is very little to none. Developers are not required to give a whole lot of green space and some of this can be included as balcony space. He stressed that the community should be very careful because what is asked for may not be what is received.

Mr. Scott Caldwell, Dartmouth explained that he invests in the neighbourhood. He and his wife feel very strongly about this community and about trying to make it better for those that live in it. He added that not all people should be grouped together. Most of the time building owners are trying to do everything they can to fix up the building with little to no help. This can be challenging. He added that for this development, it is a huge risk and they are going to be invested into this community. He thinks this is fabulous for the community.

Ms. Walker confirmed that she is talking about real-estate investors not Developers. She addressed concerns regarding REITs and how they are taking over the market and not being held accountable for the properties. She expressed concern for those who don't have a voice.

Mr. Lamont Dobbin, Dartmouth explained that this development takes up a huge footprint and explained that the trees that are there now are 25-40 years old. He was concerned that the trees would be destroyed. He asked if the developer plans on keeping these original trees or planting new ones.

Mr. Gandhi explained that they are maintaining the existing vegetation in the front of the building. There needs to be 15 foot setbacks and he would try to save the trees however, if not he would be re-planting new trees.

Ms. Cook asked where all the people would go if the buildings were torn down and built back up. She asked that developers adopt a building and fix them up.

Mr. Zinck asked if there will be an estimate cost of what the units will be.

Mr. Gandhi explained that he has been asked to design the building and is not sure what the price will be however, the units will be at market value. Hopefully, this building will bring all the good that is required to the area.

Mr. Zinck asked how much the building would cost to construct.

Mr. Gandhi explained that they hadn't been able to get into detail regarding the costs as of yet.

Mr. Zinck asked if this was a private investment or if there would be Provincial money coming in.

Mr. Gandhi explained that it was only private investment.

Mr. Zinck explained that the rents are uncertain at this time and he is hoping that people will move in. He suggested that this was going to be a nice building surrounded by buildings that have been dilapidated for a number of years. He asked if it was traditional for a developer to go through a HRM application without having the property purchased.

Mr. Vipond explained that the Municipality did not own this property. This was a private individual that gave permission for this company to come forward and go through the application process. Mr. Gandhi has been asked to act on behalf of the land owners. He added that any owner of a parcel of land can give permission to another party to go through this process so long as all parties understand that the process being followed is based on the required protocol.

Mr. Zinck asked if the proposal was being approved by Community Council so that the land could be sold. Is it traditional for the Planning Department to go through this process before the land has been sold?

Mr. Vipond explained that any party that owns a parcel of land in an R-3 zone in Dartmouth can apply for a development agreement.

Mr. Gandhi explained that the land is owned by a numbered company.

Mr. Zinck estimated that the rent would be around \$1000/month. He explained that there was no ownership in the current buildings and that there was a disconnect. He explained that this was an unhealthy neighbourhood. He added that this development would have an effect on the swimming pool because it was going to block the light. He explained that he could not support this proposal. This community cannot handle an additional 43 units.

Mr. Tom Gerard explained that the person behind the numbered company is Alyson Gerard, who is a real estate investor. She wants to develop this land into an apartment building. However, she cannot do it as-of-right. If this application were to be turned down over the concern that she was not planning to be the future apartment building owner, she would be bringing this application forward herself.

Ms. Walker asked if this development has anything to do with the Shipyard contract. If so, HRM needs to think about the community.

Mr. Gandhi explained that he wasn't sure.

Mr. Pye explained that he is opposed to the proposed development. He believes HRM Planning Department should be focused on developing healthy communities and the future of Dartmouth North. He addressed concern with respect to a contingency agreement that is made between a property owner and a developer regarding developing the property. This is unusual.

Mr. Swift explained that he is an apartment building owner and explained that it is not a bad thing to add a new apartment building to the community. It makes it fresh and forces other apartment building owners to fix up their own.



Mr. Dobbin explained that he doesn't see anything unusual about selling a property based on a contingency plan. He gave examples of properties being sold based on whether or not the buyer can get a financing plan. He added that if rents are low, then the neighbourhood will be full of poor people. If the rents are higher than there will be wealthier people in the neighbourhood.

Mr. Mike Burgess explained that he has a few properties in the area and explained that it is a tough neighbourhood however over the last 5-8 years there are fewer issues. The community is coming together and agrees that there should be some diversity in it with all walks in life.

A gentleman explained that he doesn't live in the area but has a number of friends who live there who he visits frequently. He explained that a lot of the younger generation is succeeding and making good money. This kind of development will attract the younger generation. It is a great location. A lot of people are looking to move into a centralized area like this that is close to businesses in Dartmouth Crossing.

Mr. Zinck explained that there is no question that this would be a nice building however the majority of owners in this community don't take care of their properties. He addressed concern with vandalism and how this would push people out of the community. This is not going to help the current problems. The other buildings need to be fixed first.

A gentleman asked if there would be underground parking.

Mr. Gandhi answered yes.

Councillor Smith thanked everyone for attending and offering their comments and concerns. He explained that the Planning Department gets their direction from Council and explained that the Dartmouth Land Use By-Law was created in 1978 and the Secondary Planning Strategy was put into place in 1991. These documents are outdated, however there is a process in place where those documents will be reviewed and amended.

Mr. Pye explained that there were a number of people who spoke at this meeting who did not identify their community. This is important to him because many people from outside the community impose their wishes upon the community by supporting the development. It is important that the Planning Department knows where the voice is coming from.

Mr. Caldwell explained that he lives in Bedford and also has tenant issues. He added that the problems in this neighbourhood are not only in this area but are everywhere.

### **Closing Comments**

Mr. Vipond thanked everyone for attending. He encouraged anyone with further questions or comments to contact him.

### **Adjournment**

The meeting adjourned at approximately 8:25p.m.