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Item No. 10.1.1

**Harbour East-Marine Drive Community Council
April 3, 2014**

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

Original signed

SUBMITTED BY:

Brad Anguish, Director, Community & Recreation Services

DATE: March 12, 2014

SUBJECT: **Case 18329: Development Agreement for Multiple Unit Dwellings on
an extension of Richmond Street, Dartmouth**

ORIGIN

Application by WSP Canada Inc.

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 for two multiple unit dwellings on an extension of Richmond Street in Dartmouth as contained in Attachment A of this report, and schedule a public hearing;
2. Approve the proposed Development Agreement, set out in Attachment A of this report, to permit two multiple unit buildings on an extension of Richmond Street in Dartmouth; and
3. Require the Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

The subject property is located at the south end of Richmond Street in Dartmouth adjacent to Northbrook Park (Maps 1 and 2). The site is currently vacant, and was previously used as a commercial trucking yard. The property owner wishes to develop two multiple unit buildings of 4 and 6 floors in height, with a total of 160 residential units. The buildings would be constructed on an extension of Richmond Street. Each building is to contain underground parking for residents, while a small surface parking lot would provide visitor parking. While low density housing forms would be permitted as of right, Policy IP-5 of the Municipal Planning Strategy (MPS) for Dartmouth establishes that the development agreement process must be used for multiple unit dwellings.

Location, Designation and Zoning

Subject Property	South end of Richmond Street, Dartmouth (PID 41368655)
Location	At the southern terminus of Richmond Street, abutting Northbrook Park on three sides and a major commercial development.
Lot Area	2.24 acres (0.91 hectares)
Designation	Commercial under the Dartmouth MPS (Map 1)
Zoning	Zoned C-2 and R-4 (General Business and Multiple Family Residential – High Density) under the Dartmouth LUB (Map 2)
Surrounding Land Uses	The site is bounded on the west, north and east sides by HRM-owned Northbrook Park. Low density residential neighbourhoods are nearby. To the south is a new large scale commercial development consisting of a grocery store and a liquor store.
Current Use	The site is currently vacant and graded with gravel, all buildings removed. Previous use was a trucking yard.

Regional MPS Context

The Regional Municipal Planning Strategy (Regional MPS) provides high level intent for land use as follows:

- The site is designated Urban Settlement and is situated in the Regional Centre. This is the urban core of HRM, where a mix of medium to high density residential development, with extensive commercial, institutional and recreation uses as well as transit oriented development is intended; and
- The site is part of a designated Opportunity Site, which means that the lands are vacant or underutilized and have potential to accommodate major redevelopment in support of the revitalization of the Regional Centre.

Dartmouth MPS Context

The Dartmouth Municipal Planning Strategy (MPS):

- Establishes that all forms of housing including high density housing are permissible on this site, as it is within the Commercial Designation;
- Low density housing forms including single and two unit dwellings, townhouses and group homes for up to 12 residents are permitted as of right; and
- All multiple unit dwelling development is subject to a development agreement process in accordance with Policy IP-5 (Attachment B) of the MPS. This policy establishes high level, general review criteria that are intended to enable Council to consider mitigation of potential negative impacts on the surrounding community. Policy IP-1(c) (Attachment B) also applies and includes more general criteria that apply to all development agreement proposals.

Access and Status of Richmond Street

Although the constructed portion of Richmond Street ends about 52 m from the site, the public street right of way fully extends to and abuts the subject property. Until 1980 vehicular access to the site was via a driveway off the end of Richmond Street. Due to concerns with commercial truck traffic using Richmond Street and Symonds Street, access was voluntarily changed by the owner so that vehicles instead accessed Wyse Road via a right of way, which has since been extinguished, over other properties. This portion of Richmond Street was never formally closed and continues to exist as a public street although it has been physically altered to accommodate a parking area and landscaping associated with an adjacent apartment building that was constructed in 1981 at 1 Richmond Street.

DISCUSSION

Staff has conducted a review of the proposed development relative to the applicable policy criteria and has concluded that the development is consistent with the intent of the Regional Plan and of the Dartmouth MPS. Attachment B contains staff's analysis of the applicable policies. Certain aspects of the development as identified below warrant further discussion.

Access and Traffic

The proposed access to the site requires an extension of Richmond Street and the construction of a cul-de-sac bulb to HRM's specifications. This additional street construction roadway would be at the expense of the developer, utilizing existing HRM street right of way and a portion of the developer's lands. The street extension would also utilize a small portion of an unconstructed public street right-of-way (Morrow Street) which extends from Richmond Street north to Chapman Street.

A Traffic Impact Study submitted for the proposal concludes that traffic from the proposed development can be accommodated within the existing street network, and staff concurs with the conclusion of the study. The development agreement contains provisions to ensure that the street must be constructed and deeded to HRM before occupancy of the new buildings.

Density & Unit Mix

No limits on either population or unit density are established by Policy IP-5. The requirements of the Land Use Bylaw are useful as a guideline, to compare the proposal to what was intended by Council in 1978 when the R-4 Zone was applied to the site. The zone established density limits by requiring a certain amount of lot area per unit; this amount varied based on building height and the number of bedrooms per unit. Based on the height of the buildings and the unit type distribution, the unit density of the proposal is within the parameters of the R-4 Zone. The development agreement requires a mix of unit types to appeal to a wide spectrum of the market, ranging from one to three bedrooms in size, with only 22% being one bedroom units. The proposed density and unit mix are therefore acceptable.

Compatibility

Although the existing zoning permits large scale commercial development, such developments on this site would be inappropriate due to the need for access through a local residential street and potential impacts on the park and nearby low density housing. A high density residential development is more appropriate for the site in terms of use and access and the development agreement process enables design controls to be established through a negotiated agreement. The proposed 6 storey building would be located in close proximity to existing commercial development and an existing multiple unit dwelling on Richmond Street, while the proposed 4 storey building would be in closer proximity to the nearby residential neighbourhoods. Northbrook Park provides strong physical and visual separation between the proposed development and existing housing low and high density housing. The use, building locations, and heights as proposed therefore represent an appropriate development and there are no compatibility concerns. In addition, there are no concerns relative to shadow impacts on the park due to the orientation of the proposed buildings to their surroundings, as various parts of the park will always experience a mix of sun and shade conditions.

Architecture

The design of the buildings is generally shown in Attachment C. The four storey building includes townhouse-style units with individual entrances on the north side of the building. These units will face the nearest low density homes on Westbrook Avenue, and the provision of a stepback of the upper two floors contributes to a lower density character for that facade. The top floor of the six storey building is stepped back on all sides. Each building has extensive fenestration, and every façade includes at least three cladding materials and varied colours. These design characteristics reduce the apparent massing and provide variety and visual interest. No vinyl siding is permitted. The architectural design of the buildings is therefore appropriate, and the development agreement contains controls to ensure that the project is constructed as generally presented.

Site Design and Landscaping

The proposed development provides adequate setbacks from property lines for each building. Surface parking is limited to visitor parking only which maximizes the area available for

landscaping. The surface parking area and underground parking entrances are well sited in relation to surrounding land uses. Extensive landscaping is to be provided at grade, and the roof of the four storey building will include a large landscaped amenity area. A pedestrian walkway will be constructed to provide direct public access from Richmond Street to the southern portion of Northbrook Park. The site design and landscaping as proposed in the development agreement are of a high standard and therefore acceptable.

Parkland Considerations

The potential impacts of new multiple unit dwellings on existing parkland are a consideration under both Policy IP-5 and IP-1(c). The dual C-2/R-4 zoning of the site would allow extensive as-of-right commercial development which may not be complementary to the park. Residential development is seen as preferred especially where the development agreement process enables design controls, as are contained within Attachment A. The proposal entails the replacement of the existing chain link fence that surrounds the site with landscaping to provide a 'soft' boundary between public and private space. One formal access point is provided in the form of a wide walkway. This is acceptable, as there is no need to create a physical barrier between the park and the development.

Residents of the new buildings are expected to use the park extensively given its context to the development. Much of the park infrastructure is already in need of repairs or replacements, and upgrades to the park to accommodate increased usage may be appropriate. HRM will, pursuant to the draft development agreement, collect parkland fees through the subdivision process when the site is subdivided into two lots. As Northbrook Park is not part of the development, the development agreement cannot require that these funds be solely used for this park. The funds must therefore be deposited in the general Parkland Reserve account. The funds in this account are used for the acquisition of parkland, and for capital improvements to parks throughout HRM. Community Council could make a recommendation to Regional Council that some or all of the parkland fees generated by this development be used to address inadequacies and future improvements in Northbrook Park. Decisions relative to the allocation of funds in the Parkland Reserve account can only be made by Regional Council.

Conclusion:

The proposed development satisfies the evaluative criteria of the MPS, and represents an appropriately scaled, well designed project that will complement the local community and support HRM's intensification goals for the Regional Centre. Staff therefore recommend that the development agreement included in this report as Attachment A be approved by Council.

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 budget with existing resources.

ENVIRONMENTAL IMPLICATIONS

This proposal meets all relevant environmental policies contained in the Regional MPS. Please refer to the discussion section of this report and Attachments A and B for further information.

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 (PIM) held on June 24, 2013 (see Attachment D for minutes). Notices of the PIM were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 2.

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

The proposed development agreement will potentially impact local residents, businesses, and property owners.

ALTERNATIVES

1. Community Council may choose to refuse to approve the development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended for the reasons discussed above. A decision of Council to reject this development agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing.

ATTACHMENTS

Map 1: Generalized Future Land Use Map

Map 2: Zoning and Notification

Attachment A Proposed Development Agreement

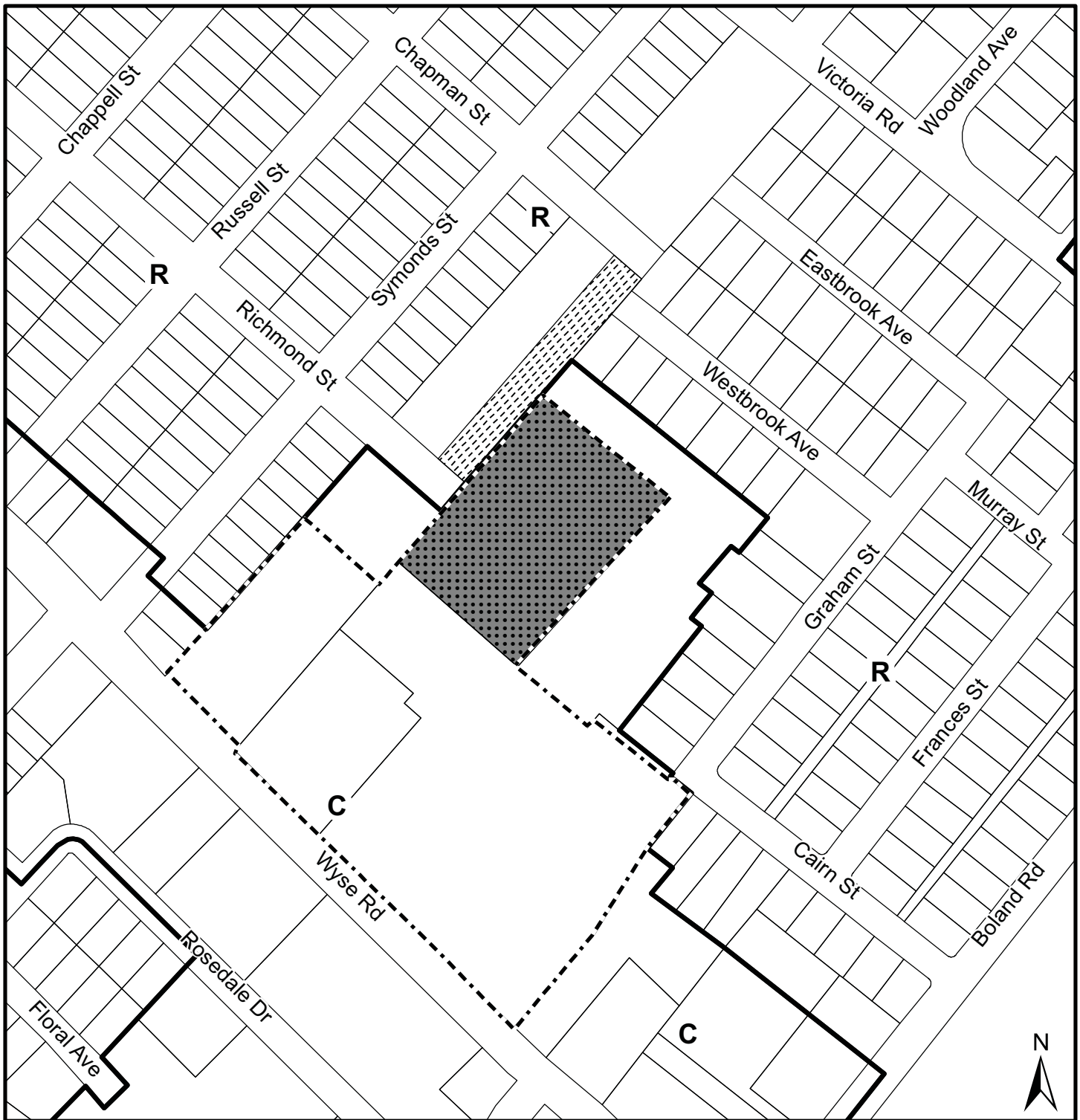
Attachment B Relevant Dartmouth MPS Policy and Detailed Evaluation

Attachment C Rendering of Proposal

Attachment D Minutes of Public Information Meeting

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: Mitch Dickey, Planner, 490-5719



Map 1 - Generalized Future Land Use

Richmond Street,
Dartmouth

 Area of proposed
development agreement

 Unconstructed public
right-of-way (Morrow Street)

Dartmouth Plan Area

 Lands designated under
Regional MPS as an
Opportunity Site

Designation

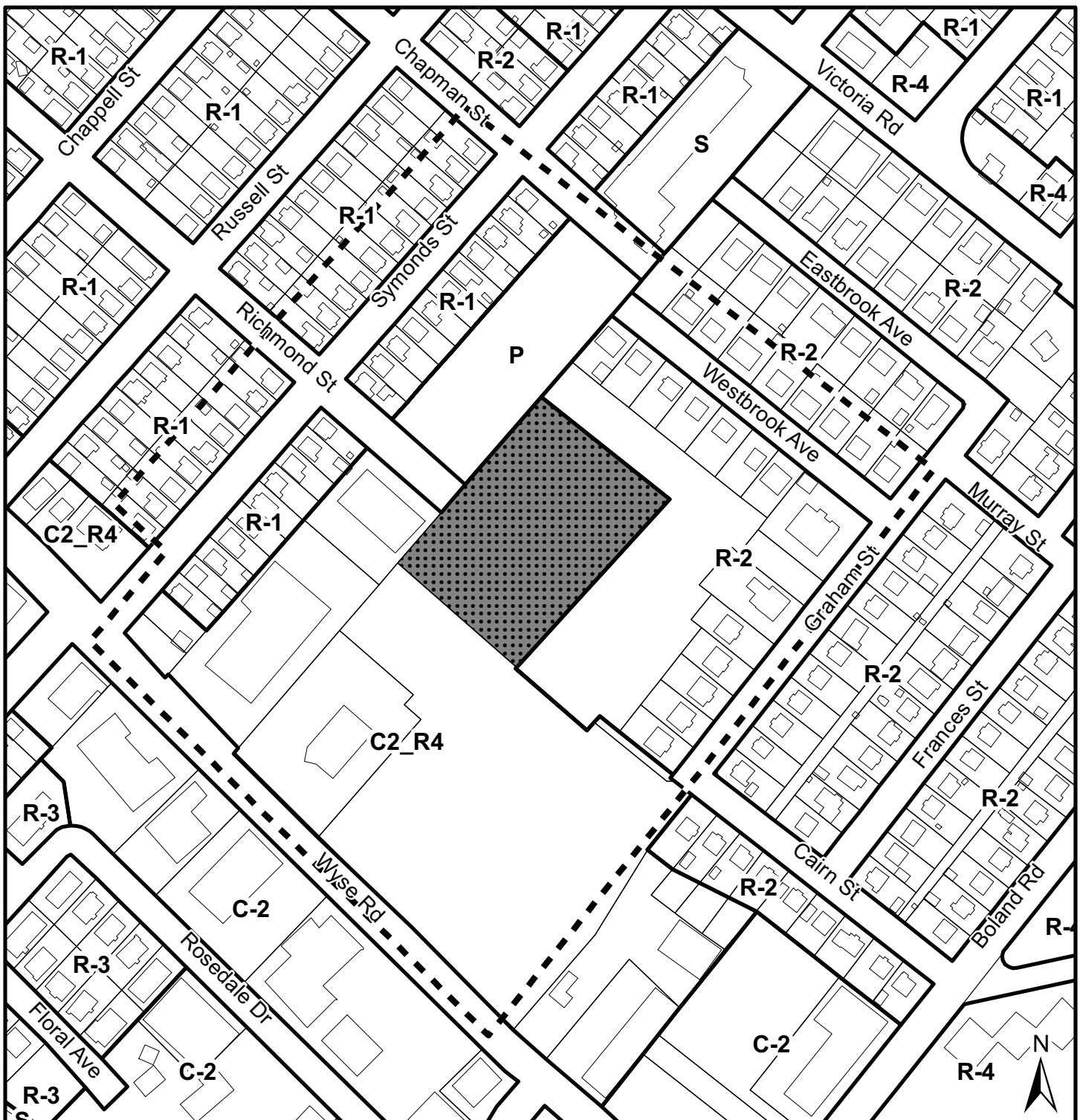
R Residential
C Commercial

HALIFAX
REGIONAL MUNICIPALITY
DEVELOPMENT APPROVALS

0 20 40 60 80 100 m

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

Richmond Street,
Dartmouth

 Area of proposed
development agreement

 Area of notification

Dartmouth Plan Area

Zone

R-1	Single Family Residential
R-2	Two Family Residential
R-3	Multiple Family Residential (Medium Density)
R-4	Multiple Family Residential (High Density)
C-2	General Business
P	Park
S	Institutional

0 20 40 60 80 100 m

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.

Attachment A

Proposed Development Agreement

THIS AGREEMENT made this day of [Insert Month], 2014,

BETWEEN:

(INSERT NAME OF CORPORATION/BUSINESS LTD.)
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on Richmond 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 two multiple unit dwellings on the Lands containing up to 160 units pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy IP-5 of the Dartmouth Municipal Planning Strategy;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality approved this request at a meeting held on [Insert - Date], referenced as Municipal Case Number 18329;

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 Regional 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 or Regional Subdivision Bylaw to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law or Subdivision Bylaw 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 to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18329:

Schedule A:	Legal Description of the Lands
Schedule B:	Site Plan
Schedule C1:	North Elevation, 4 Storey
Schedule C2:	East Elevation, 4 Storey
Schedule C3:	South Elevation, 4 Storey
Schedule C4:	West Elevation, 4 Storey
Schedule D1:	North Elevation, 6 Storey
Schedule D2:	East Elevation, 6 Storey
Schedule D3:	South Elevation, 6 Storey
Schedule D4:	West Elevation, 6 Storey
Schedule E	Preliminary Landscaping Plan
Schedule F	Preliminary Servicing Schematic

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Development 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 3.9 of this Agreement;
- (b) A Landscaping Plan in accordance with Section 3.10 of this Agreement.

3.2.2 Prior to 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 which the Development Officer may accept as sufficient record of compliance with the lighting requirements as set out in Section 3.9 of this Agreement;
 - (b) Written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements as set out in Section 3.10 of this Agreement.
- 3.2.3 Prior to issuance of an Occupancy Permit, the Lands shall be subdivided in order to create two lots pursuant to Section 3.8.
- 3.2.4 Prior to issuance of a Development Permit, the extension of Richmond Street shall be constructed and conveyed to the Municipality as shown on Schedules B and F, pursuant to the provisions of Part 4 of this Agreement. Alternatively, the Developer may upon receipt of final subdivision design approval, provide appropriate performance security to guarantee construction of the street and services as enabled by the Regional Subdivision By-law. This street extension shall also include the extension of the existing sidewalk on the north side of Richmond Street from its existing terminus to the walkway required under Section 3.10.3, as shown on Schedules B, E and F.
- 3.2.5 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are two multiple unit dwellings as follows:
- (a) A four storey residential building (Building A) containing a maximum of 66 units,
 - (b) A six storey residential building (Building B) containing a maximum of 94 units.
- 3.3.2 No commercial uses are permitted on the Lands.
- 3.3.3 *Mix of Residential Units*
- (a) Building A shall contain the following mix of residential unit types:
 - (i) a minimum of 36 two-bedroom units;

- (ii) a minimum of 15 three-bedroom units; and
 - (iii) a maximum of 15 one-bedroom units.
- (b) Building B shall contain the following mix of residential unit types:
 - (i) a minimum of 54 two-bedroom units;
 - (ii) a minimum of 20 three bedroom units; and
 - (iii) a maximum of 20 one-bedroom units.
- (c) Notwithstanding 3.3.3 (a) and (b), the Development Officer may vary the overall distribution between unit types by up to 10% of the number of units required by the stated ratios, provided the maximum allowable number of dwelling units in each building is not exceeded.

3.4 Siting and Architectural Requirements

- 3.4.1 The Proposed Buildings shall be located as generally illustrated on Schedule B. In addition, Building A shall be located no closer than 1.5 m from the edge of Richmond Street right of way.
- 3.4.2 All façades shall be designed and detailed as primary façades, with detailing and finishes as shown in Schedules C1 to C4 and D1 to D4, to fully extend around the buildings. The exterior cladding, architectural detailing, and window proportions, shall, in the opinion of the Development Officer, conform to that shown on the Schedules.
- 3.4.3 A minimum of three colours shall be required for cladding materials on each façade.
- 3.4.4 Roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any abutting public street or adjacent residential development.
- 3.4.5 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.5 Amenity Space

- 3.5.1 Amenity space shall be provided at a minimum overall average rate of 200 square feet per unit. This space may include at grade landscaped areas, roof decks and terraces, balconies, common rooms, and recreation/exercise rooms, and shall include a landscaped green roof on Building A as generally shown on Schedule E which shall comprise at least 75% of the roof area, and.

3.6 Phasing

- 3.6.1 Building A and Building B may be constructed either concurrently or separately.

3.7 Parking

3.7.1 Parking shall be provided as follows:

- (a) Underground resident parking for each Building shall be provided at a minimum rate of .80 spaces per unit;
- (b) A minimum of 10 surface parking spaces to serve as visitor parking only shall be provided for Building A;
- (c) A minimum of 14 surface parking spaces to serve as visitor parking only shall be provided for Building B; and
- (d) As an alternative to surface parking, up to 50% of the required visitor parking spaces may be contained within each building.

3.7.2 Surface visitor parking may be provided in the form of separate parking lots for each building, in which case each parking area shall be contained on the separate lots that are required to be subdivided under Section 3.8. Alternatively, a shared visitor parking lot that crosses property lines as generally shown on Schedule B may be constructed, subject to the provision of appropriate easements to ensure that adequate access is provided for visitors to each building.

3.7.3 The surface parking area as well as internal driveways shall be hard surfaced and defined by concrete curb.

3.8 Subdivision of the Lands

3.8.1 Prior to occupancy of either building, the Developer is responsible for obtaining approval of the subdivision of the Lands into two lots. Each lot shall have a minimum street frontage of 50 feet (15.24 m). Each building shall be located on its own lot.

3.8.2 The Developer agrees to pay a parkland dedication fee pursuant to the requirements of the Subdivision Bylaw. This fee shall be payable prior to endorsement of final subdivision.

3.9 Outdoor Lighting

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

3.9.2 *Lighting Plan*

Further to subsection 3.9.1, 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 3.9.1 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.

3.9.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of Subsection 3.9.1 of this Agreement. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.10 Landscaping

Landscape Plan

3.10.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscaping Plan shown on Schedule E. The Landscape 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.

3.10.2 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.

3.10.3 The landscaping shall include a walkway to provide a direct pedestrian connection from Richmond Street to Northbrook Park as generally shown on Schedule E. This walkway shall be constructed of concrete and shall be a minimum width of 1.5 metres.

3.10.4 All walkways shall be hard surfaced.

Compliance with Landscaping Plan

3.10.5 Prior to issuance of the first 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 including hard surfacing of all walkway, parking and driving areas has been completed according to the terms of this Development Agreement.

3.10.6 Notwithstanding Section 3.10.5, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape and onsite paving works and that the Developer supplies 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 six 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.

3.11 Maintenance

- 3.11.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal, snow and ice control, and the salting of walkways and driveways.

3.12 Signs

Community Sign

- 3.12.1 A maximum of one single faced ground sign shall be permitted on the Lands to denote the development name. The location of such sign shall require the approval of the Development Officer. The maximum height of any such sign inclusive of support structures shall not exceed 5 feet (1.5 m) and the face area shall not exceed 24 square feet (2.23 sq. m.). The only illumination permitted shall be low wattage, shielded exterior fixtures.

Building Signs

- 3.12.2 Each building is permitted to have one sign denoting the name of the building. Individual letters shall not exceed 10 inches (25.4 cm) in height. The only illumination permitted shall be low wattage, shielded exterior fixtures.

3.13 Screening

- 3.13.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Richmond Street and from abutting HRM parkland. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls complemented by suitable landscaping.

3.14 Solid Waste Facilities

- 3.14.1 Each building shall include, within its underground parking area, designated space for five stream source separation services in accordance with By-law S-600 as amended from time to time. 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.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

- 4.1 All design and construction of primary and secondary service systems shall satisfy Municipal Design Guidelines and Halifax Water Design Specification unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

Off-Site Disturbance

- 4.2 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.

Underground Services

- 4.3 All electrical, telephone and cable service to each building shall be underground installation.

Site Preparation in a Subdivision

- 4.4 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision, unless final design approval of the subdivision design has been granted and a Subdivision Agreement has been signed in accordance with the Regional Subdivision Bylaw.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

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

Erosion and Sedimentation Control and Grading Plans

- 5.2 Prior to the commencement of any onsite 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 site until the requirements of this clause have been met and implemented.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Changes to the requirements of Section 3.4 regarding exterior design for matters such as window design and proportion, variations to cladding materials, and colours which, in the opinion of the Development Officer, do not conform with Schedules C1 to C4 and D1 to D4;
- (b) Alterations to the residential unit type and mix established by Subsection 3.3.3 provided that at least 60% of units are two bedroom or larger;
- (c) A reduction in the parking requirement below the threshold set out in Section 3.7, provided that a minimum ratio of 0.7 spaces per unit is provided;
- (d) Changes to the Landscaping Plan as detailed in Section 3.10 which, in the opinion of the Development Officer, do not conform with Schedule E;
- (e) Reductions in building setbacks from those shown on the Schedules;
- (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (g) 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 two and one half (2.5) years from the date of registration of this Agreement at the 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 purposes of this section, commencement of development shall mean the installation of the footings and foundation for at least one of the proposed buildings.
- 7.3.3 Commencement of development for the second building must take place no later than five years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office
- 7.3.4 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.1 (f), 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

- 7.4.1 The Developer shall complete each building no later than two years following commencement of construction. 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

7.5.1 If the Developer fails to complete the development after seven 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.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

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

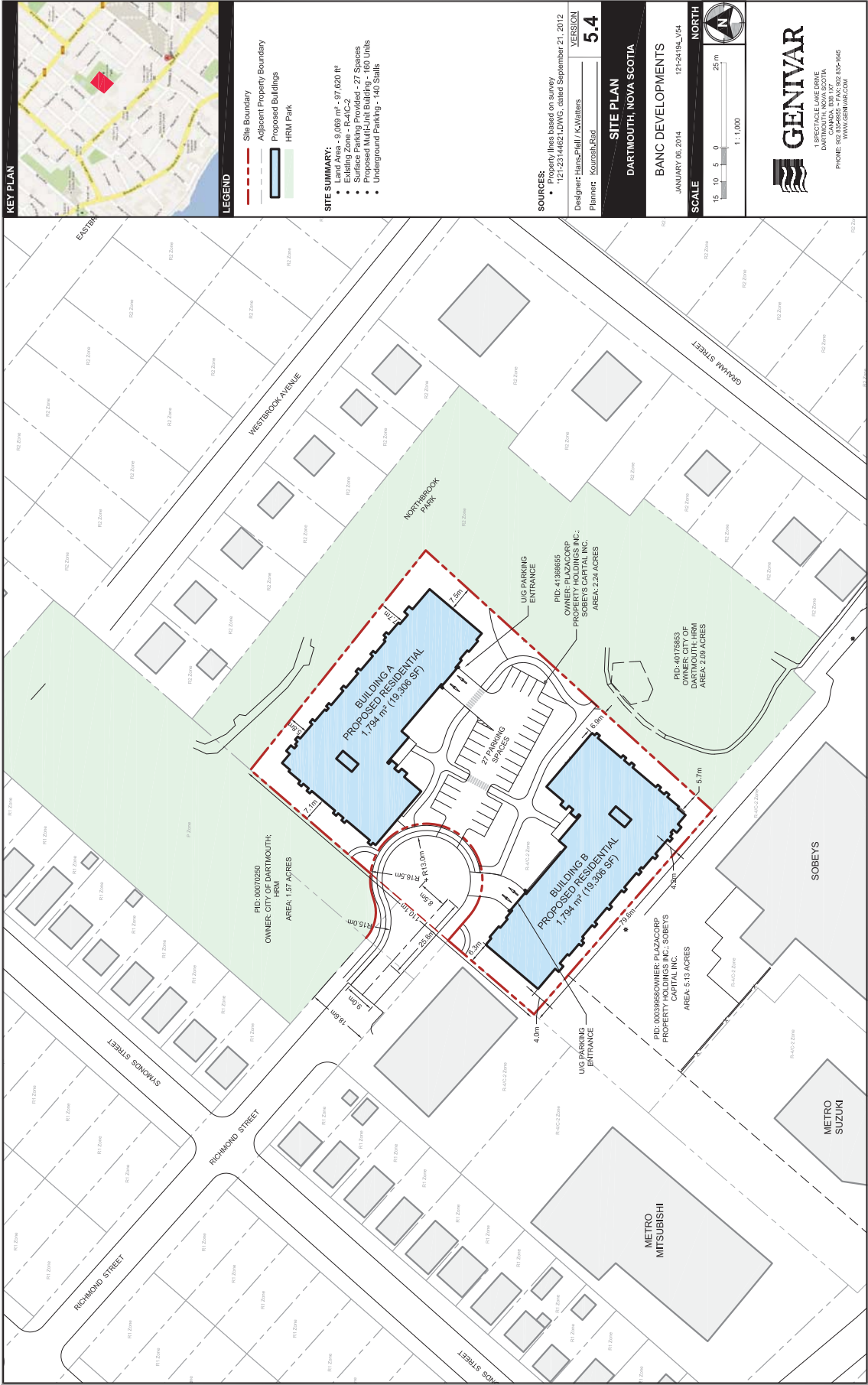
HALIFAX REGIONAL MUNICIPALITY

Witness

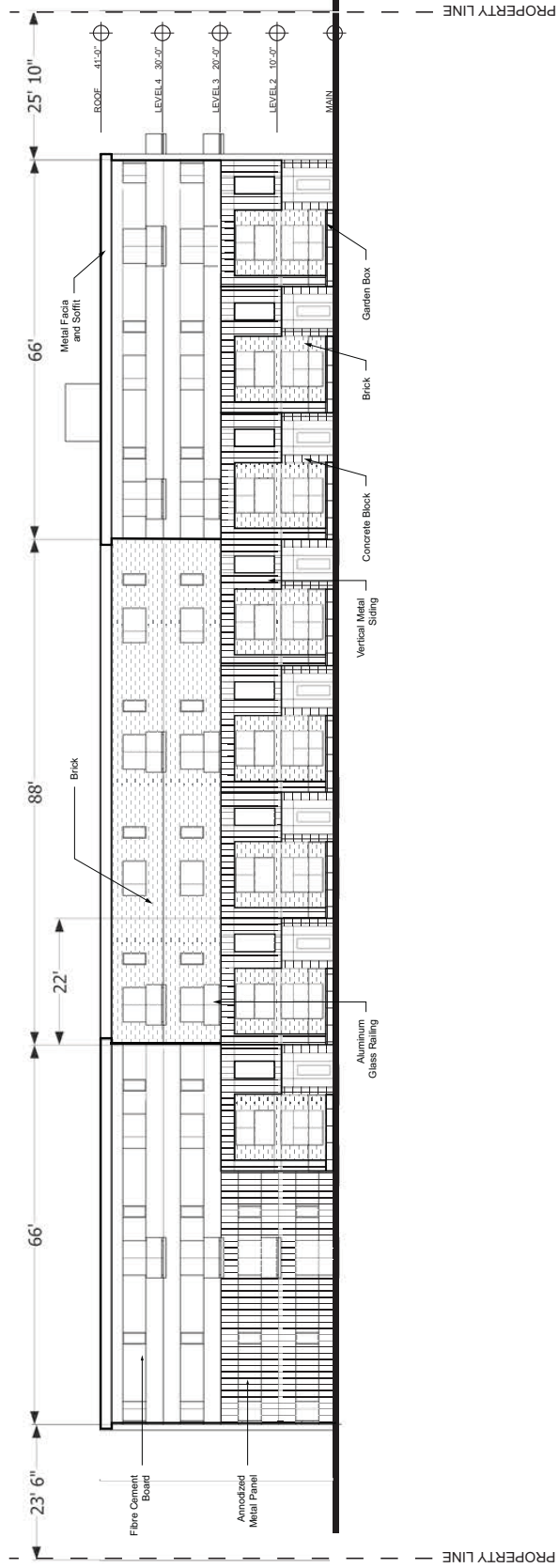
Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK



Schedule B - Site Plan



Schedule C1- North Elevation, 4 Storey
Proposed Residential Development
Richmond Street, Halifax

NTS

DATE: 09-DEC-2013

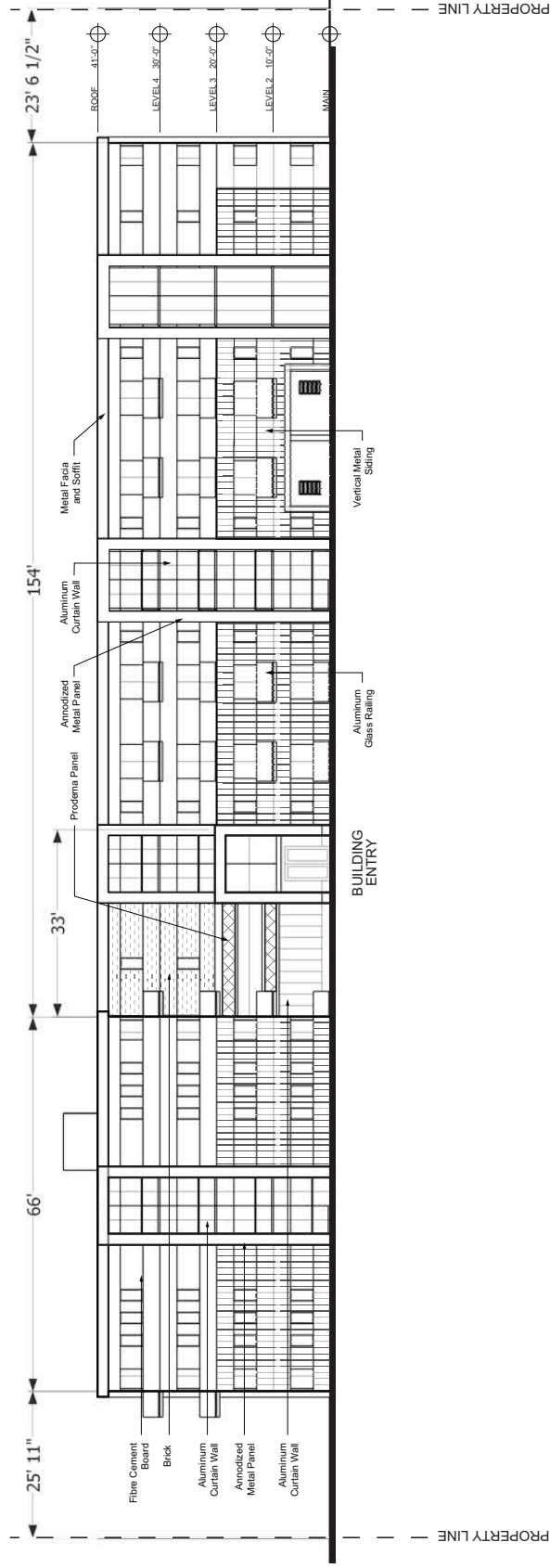


Schedule C2- East Elevation, 4 Storey
Proposed Residential Development
Richmond Street, Halifax

NTS

DATE: 09-DEC-2013





Schedule C3-South Elevation, 4 Storey
Proposed Residential Development
Richmond Street, Halifax

NTS

DATE: 09-DEC-2013

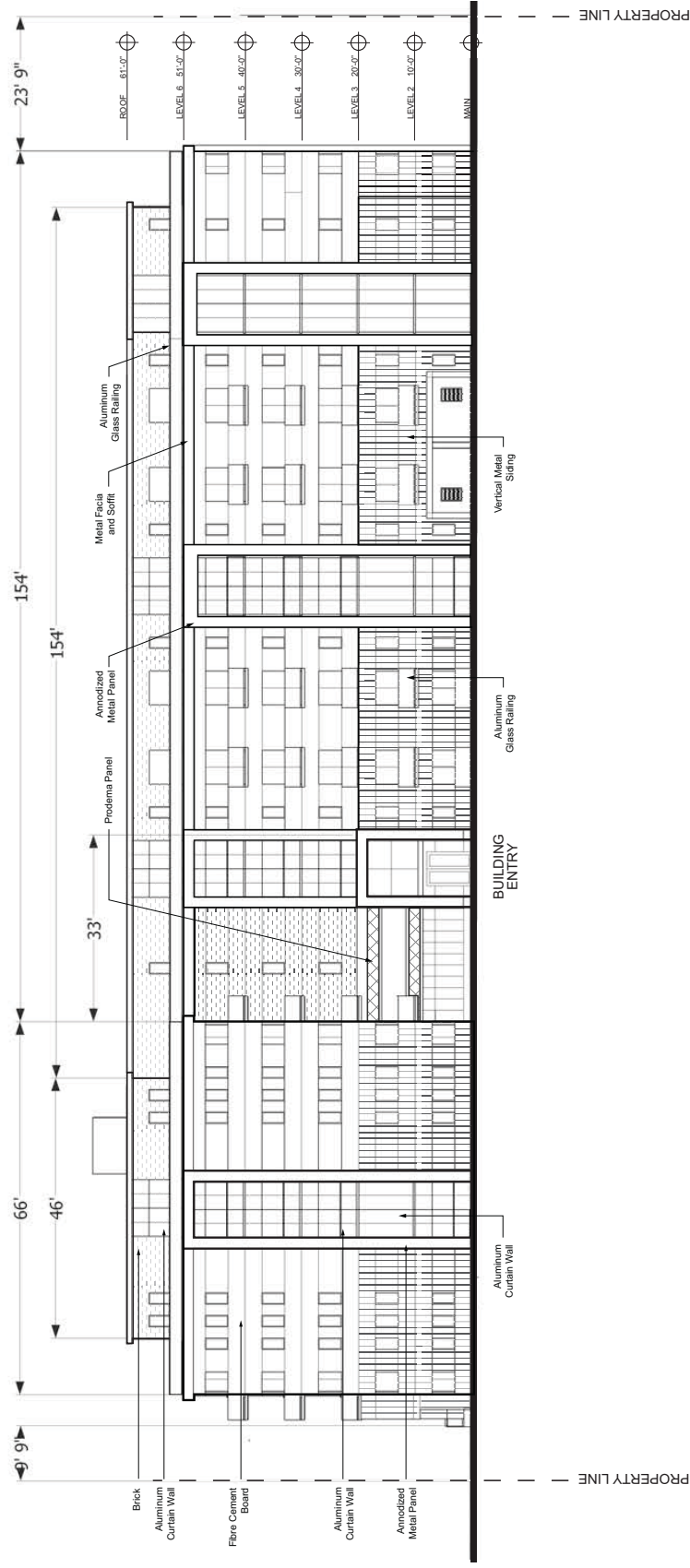


Schedule C4- West Elevation, 4 Storey
Proposed Residential Development
Richmond Street, Halifax

NTS

DATE: 09-DEC-2013





Schedule D1 - North Elevation, 6 Storey
Proposed Residential Development
Richmond Street, Halifax

NTS

DATE: 09-DEC-2013





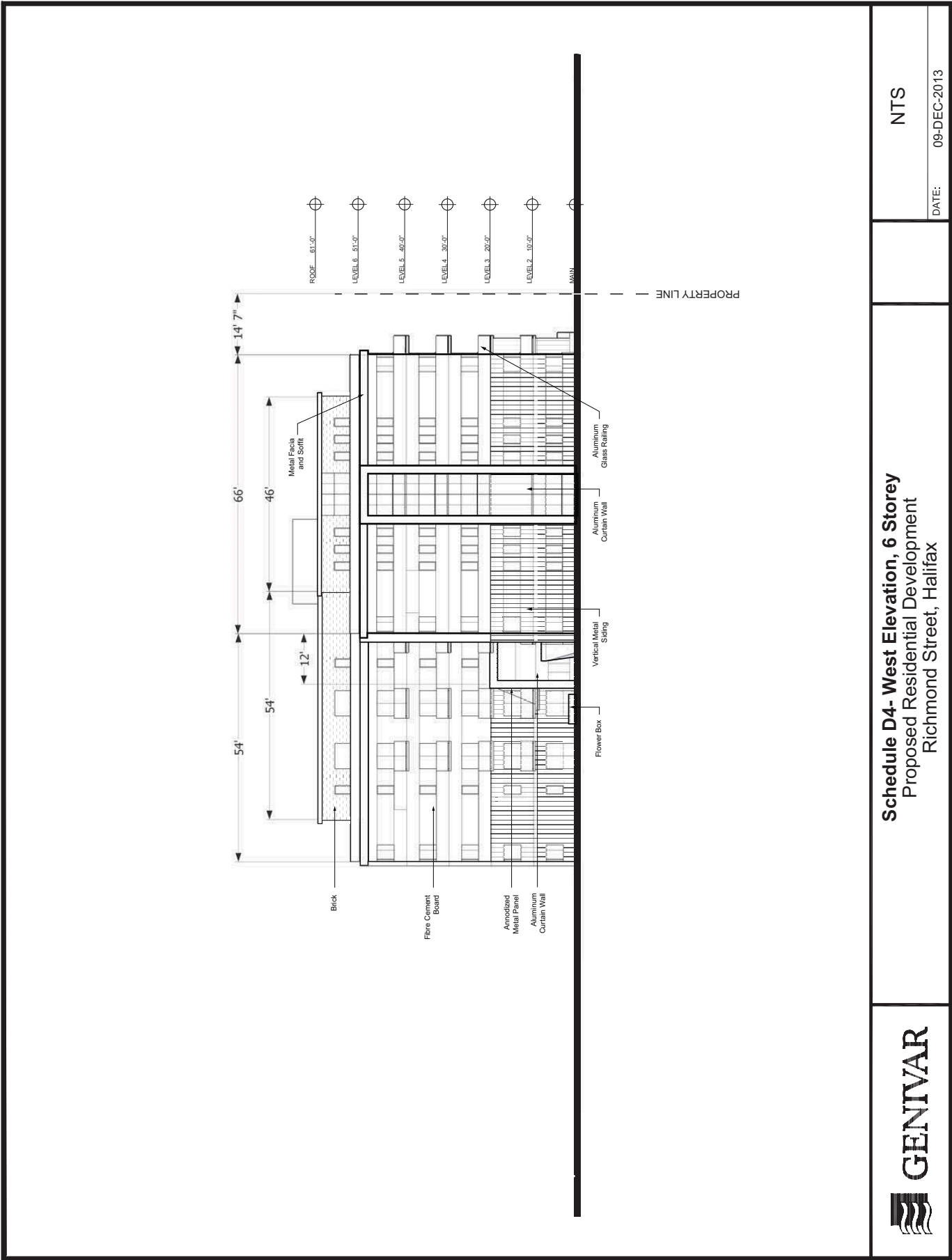
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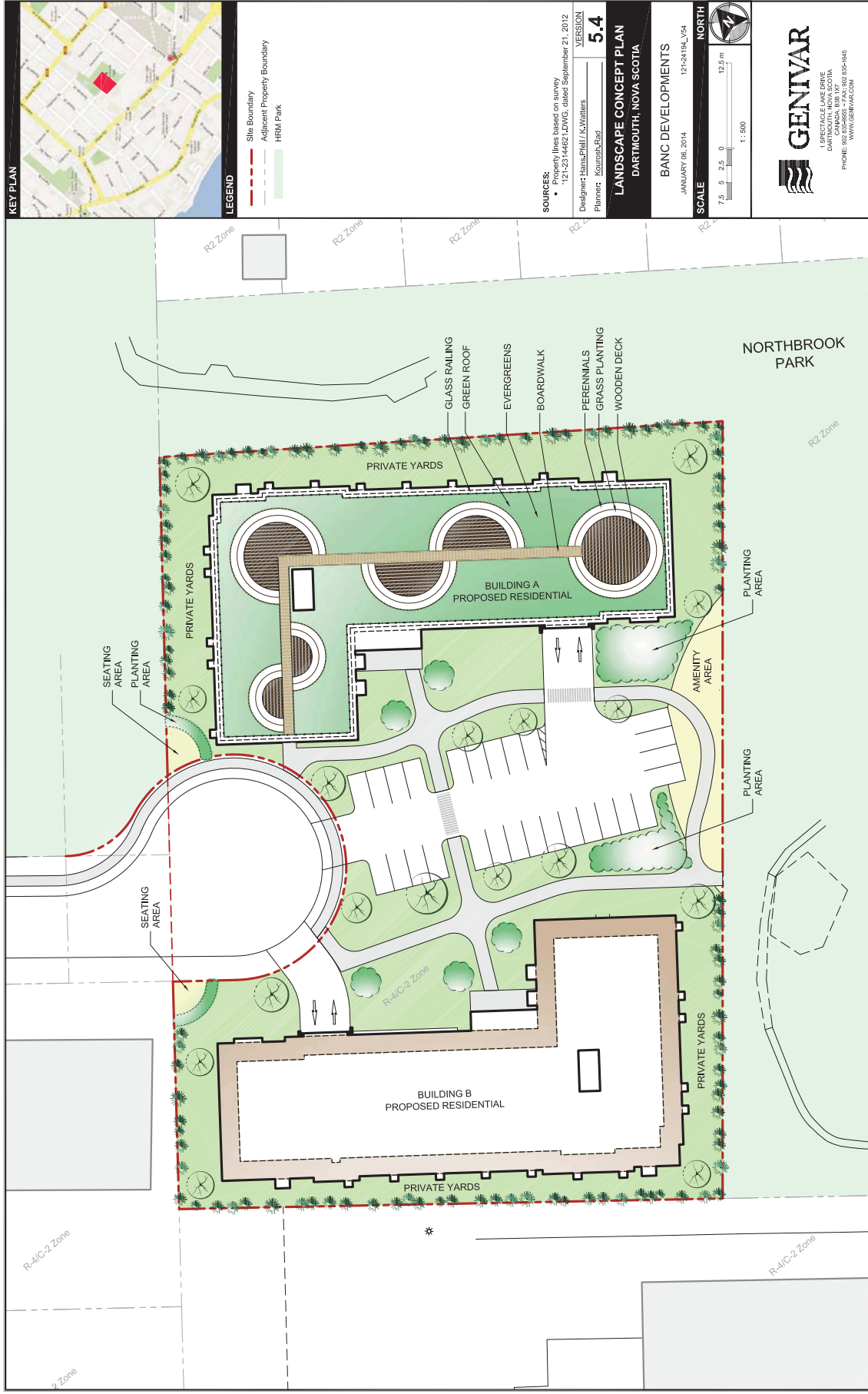
Schedule D3- South Elevation, 6 Storey
Proposed Residential Development
Richmond Street, Halifax

NTS

DATE: 09-DEC-2013







Schedule E - Preliminary Landscaping Plan



Attachment B
Relevant Dartmouth MPS Policy and Detailed Evaluation

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.

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

	Policy Criteria	Comment
(a)	adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;	The design of the proposed project including building style and cladding materials is appropriate. The height, size, bulk and lot coverage as proposed are also appropriate relative to the existing neighbourhood given the building and site design, the transitions in height that are provided, the presence of a park to act as a buffer to the neighbourhood, and the amount of landscaped open space to be provided. Council may consider, as a non-substantial amendment, minor variations to the exterior design of the building.
(b)	adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:	The development agreement precludes any commercial uses as the site is inappropriate for commercial development, and provides controls on the residential development as follows:
	(i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;	The residential development must conform to the conditions, site plans, and building elevations shown in the development agreement. Density is limited to 160 units, with requirements for an appropriate mix of unit types. Council may consider, as a non-substantial amendment, minor variations to the unit mix provided that at least 60% of units are two bedroom are larger.
	(ii) traffic generation, access to and egress from the site; and	The construction of an extension to Richmond Street at the developer's expense is required to ensure adequate access and egress. Limiting the site to a 160 unit residential development will ensure that traffic generation is limited. With the street extension, there are no concerns relative to traffic generation and the capability of the existing street network to handle this traffic.

	Policy Criteria	Comment
	(iii) parking;	Given the site's location relative to community, recreational, and commercial facilities and to transit, reduced ownership and use of cars is expected. Underground parking is therefore required at a reduced ratio of 0.8 spaces per unit. Council may consider, as a non-substantial amendment, further reducing the parking ratio but to no less than 0.7 spaces per unit. Additional surface parking, 20 spaces in total, is required to serve as visitor parking. The extension of Richmond Street will provide additional on-street parking for general public use.
(c)	adequacy or proximity of schools, recreation areas and other community facilities;	There are no concerns with school capacity in the area and there are adequate parkland and community facilities within a short distance.
(d)	adequacy of transportation networks in, adjacent to, and leading to the development;	Richmond Street is not currently adequate for providing access to the site. The development agreement therefore requires that an extension of the street and construction of a cul de sac be provided to HRM standards at the developer's expense.
(e)	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;	The development agreement requires that adequate amenity space be provided at a minimum rate of 200 square feet per unit. This space can be in the form of landscaped space at grade, balconies/terraces, a roof top deck on Building A, and through internal common space. The degree of landscaping ensures the development is aesthetically pleasing particularly along the lot lines common with the HRM park. Council may consider, as a non-substantial amendment, minor variations to the landscaping.
(f)	that mature trees and other natural site features are preserved where possible;	There are no mature trees or other natural site features.
(g)	adequacy of buffering from abutting land uses;	Adequate building setbacks and landscaped yards are required to ensure adequate buffers from the existing park, from the multiple unit building at 1 Richmond Street and from the adjacent commercial development.
(h)	the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and	The site has already been cleared and graded with a level gravel surface. The developer is required to provide a stormwater management plan, and through this pre and post development stormwater runoff must be balanced. Stormwater will be directed into the existing piped system that runs across a portion of the site. Following development a considerable portion of the site will be landscaped, providing aesthetic benefits.

	Policy Criteria	Comment
(i)	the Land Use By-law amendment criteria as set out in Policy IP- 1(c).	See below.

Policy IP-1(c) Zoning By-law

In considering zoning amendments and contract zoning, Council shall have regard to the following:

	Policy Criteria	Comment
(1)	that the proposal is in conformance with the policies and intent of the Municipal Development Plan	The proposal has been considered in accordance with policies IP-5, and IP-1(c).
(2)	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	A residential development is more appropriate for this site than commercial uses, which could be developed as of right. Bulk and scale are addressed under Policy IP-5.
(3)	provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries	This is addressed under Policy IP-5.
(4)	that the proposal is not premature or inappropriate by reason of:	The proposal is not premature or inappropriate for the following reasons:
	(i) the financial capability of the City is to absorb any costs relating to the development	There would be no costs to HRM. The population on the site from 160 new units will put additional demands on existing park infrastructure. The development agreement requires the payment of parkland fees in the amount of 10% of the assessed value of the lots being created. These funds will be deposited in the Parkland Reserve account and Regional Council may consider the allocation of funds to improvements in Northbrook Park.
	(ii) the adequacy of sewer and water services and public utilities	No concerns were identified regarding the capacity of sewer or water infrastructure.

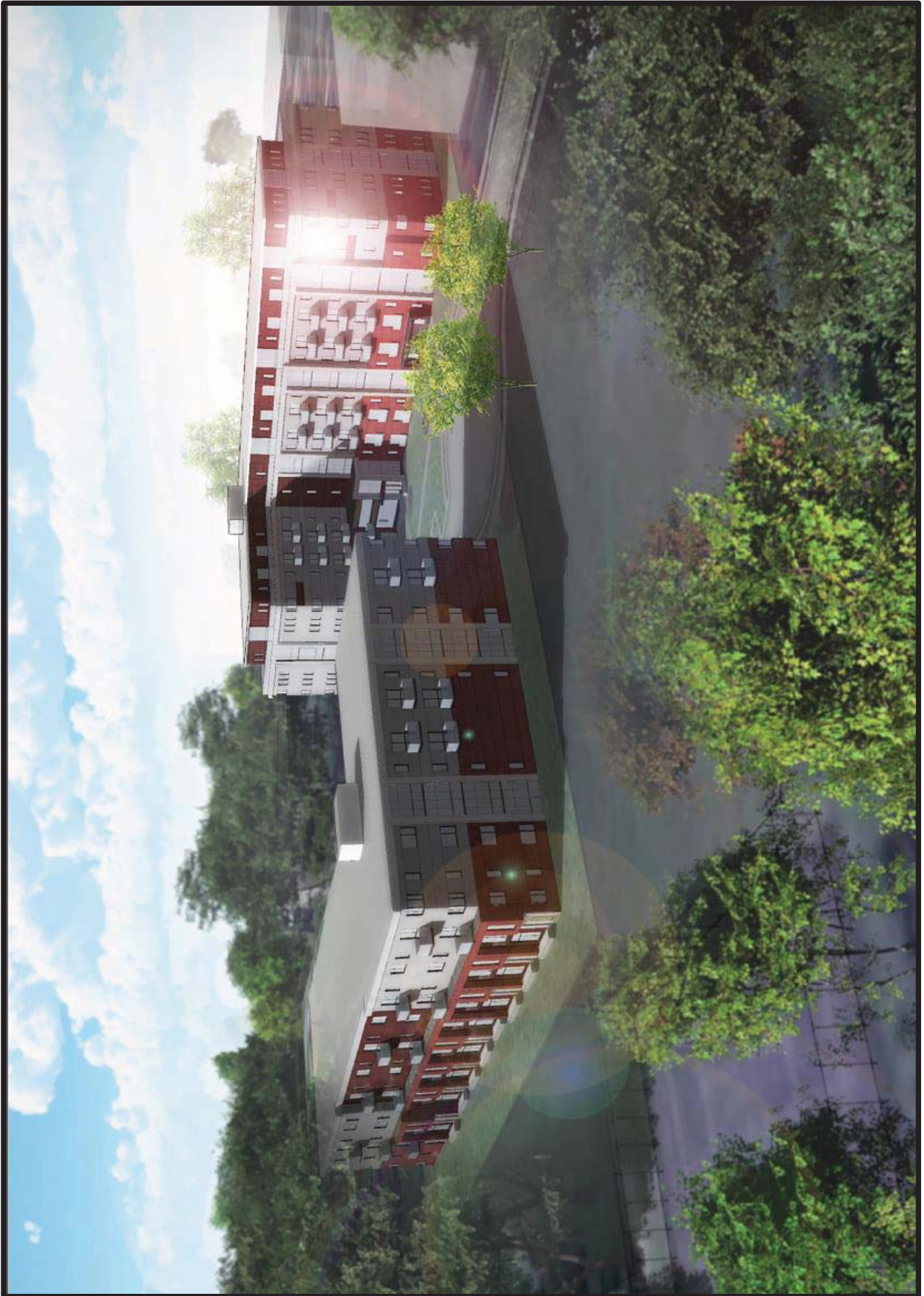
	Policy Criteria	Comment
	(iii) the adequacy and proximity of schools, recreation and other public facilities	This is addressed under Policy IP-5.
	(iv) the adequacy of transportation networks in adjacent to or leading to the development	This is addressed under Policy IP-5.
	(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas	There are no watercourses in the area, however there are open ditches on the HRM park that carry stormwater. The developer is required to provide erosion and sedimentation control measures during construction and to ensure that pre-and post-development storm water flows are balanced which reduces the risk of erosion.
	(vi) preventing public access to the shorelines or the waterfront	There is no shoreline or water frontage associated with this development.
	(vii) the presence of natural, historical features, buildings or sites	Staff are not aware of any such features on the lands.
	(viii) create a scattered development pattern requiring extensions to trunk facilities and public services while other such facilities remain under utilized	The proposal represents infill development in an appropriate urban location, which helps ensure more efficient use of existing infrastructure. An extension to Richmond Street is required which will be paid for by the developer, the resulting cul de sac will create further efficiencies to HRM in the form of improved circulation for services such as snow and ice control, and waste collection.
	(ix) the detrimental economic or social effect that it may have on other areas of the City.	Staff are not aware of any potential detrimental effects that the development may pose.
(5)	that the proposal is not an obnoxious use	The proposed use is not expected to produce any obnoxious impacts.
(6)	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 nearby land uses and public facilities. Such controls may relate to, but are not limited to, the following:	The development agreement contains appropriate controls on these matters as follows:

	Policy Criteria	Comment
	(i) type of use, density, and phasing	The use and density of the proposed development are appropriately controlled by the development agreement. The two buildings may be phased at the developer's discretion.
	(ii) emissions including air, water, noise	The development will not generate emissions that will warrant controls. Waste containers must be contained within the buildings which addresses possible odour concerns and which will reduce possible noise which can occur during collection.
	(iii) traffic generation, access to and egress from the site, and parking	This is addressed under Policy IP-5.
	(iv) open storage and landscaping	This is addressed under Policy IP-5.
	(v) provisions for pedestrian movement and safety	The proposed development agreement requires provision of a publicly accessible walkway connecting Richmond Street to the southern portion of Northbrook Park. This provides improved pedestrian circulation in the area. Lighting is required to improve nighttime visibility and safety.
	(vi) management of open space, parks, walkways	The development agreement requires that the open space and landscaped areas on the site be maintained, including the provision of snow and ice control on walkways.
	(vii) drainage both natural and sub-surface and soil-stability	There are no concerns with surface or subsurface drainage. However, an existing Halifax Water-owned stormwater pipe currently cuts across the eastern corner of the property and must be relocated at the developer's expense.
	(viii) performance bonds.	The development agreement requires the construction of a street extension and the completion of landscaping on the site. The developer may postpone completion of these, and post an appropriate performance security to guarantee their completion. The street must be completed prior to occupancy of any building, and the landscaping within 6 months of occupancy permits being granted. Should the developer fail to fulfill either of these obligations, HRM would complete the work using the provided security.

	Policy Criteria	Comment
(7)	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	There are no physical concerns with the site regarding these matters. Staff are not aware of any environmental contamination issues related to past use of the site, should such arise then the developer must comply with all municipal, provincial and federal regulations. Building B will be adjacent to the loading & service area of the abutting commercial development where some noise could be generated. However, the HRM Noise By-law provides a mechanism to deal with any potential issues that may arise relative to commercial operations in this service area.
(8)	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	A Public Information Meeting was hosted by HRM on June 24, 2013 regarding the proposed development. In addition, the developer had held his own consultations at an earlier date.
(9)	that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:	A detailed application was submitted with all required information to allow a full assessment by staff and Council of the proposal and its potential impacts.
	(i) Council with a clear indication of the nature of proposed development, and	
	(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community	

	Policy Criteria	Comment
(10)	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)	Not applicable.

Attachment C
Rendering of Proposal



Attachment D
Minutes of Public Information Meeting

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 18329

7:00 p.m.
Monday, June 24, 2013
Northbrook Bible Church Hall
225 Victoria Road, Dartmouth

STAFF IN

ATTENDANCE:

Mitch Dickey, Planner, Planning Applications
Holly Kent, Planning Technician
Jennifer Purdy Planning Controller

ALSO IN

ATTENDANCE:

Councillor Gloria MacCluskey
Kourosh Rad, Genivar
Greg Zwicker, Genivar
Besim Halef, Banc Developments

PUBLIC IN

ATTENDANCE:

20

The meeting commenced at approximately 7:02p.m.

Opening remarks/Introductions/Purpose of meeting

Mr. Mitch Dickey, Planner, Planning Applications, called the meeting to order at approximately 7:02 p.m. in the Northbrook Bible Church Hall, 225 Victoria Road, Dartmouth.

He introduced himself as the planner guiding this application through the process and advised that this request is by Banc Developments for the approval of a development agreement to allow construction of a 4 storey and a six storey building, with a total of 160 residential units. At this time Mr. Dickey explained that a development agreement enables construction of a project under local planning policy and can only be approved by Community Council and is a binding legal contract that, if approved, clearly establishes standards on matters such as site plan, architecture, landscaping, and infrastructure responsibilities of a developer.

Mr. Dickey reviewed the application process, noting that the public information meeting is an initial step, whereby HRM identifies to the community early in the process that a development application has been received and what policies allows it to be considered. Staff will also identify what the applicant is proposing and give them the opportunity to present their proposal to the community. Staff will seek feedback from citizens and will also undertake a detailed evaluation of the proposal which will be

included within a staff report. HRM has no position on the proposal and no decisions have been made to this point or at this meeting. Following this meeting, the application and the prepared detailed staff report will be brought forward to Harbour East-Marine Community Council who will then decide whether or not to hold a public hearing. Community Council can only make a decision to approve a development agreement after holding a public hearing at a later date, which will also give residence another opportunity to speak.

Presentation on Application

Mr. Dickey reviewed a slide of the surrounding area and the proposed area which was highlighted. He explained that the highlighted area shows the 2.25 acre site. It has both commercial and residential zoning and is on three sides surrounded by Northbrook Park, and abuts the new Sobeys site. He reviewed an aerial slide showing the site as it originally looked prior to the new Sobeys which is almost completed. Mr. Dickey explained that when considering a development agreement application, a Municipal Planning Strategy (MPS) a relevant document. There are two MPS documents that apply. The first is the Regional MPS and this applies at a high level and provides some general guidance. It establishes an area called the Regional Centre and defines it as the urban core of HRM, and seeks to direct a high proportion of development here. Reviewing a slide of the Regional MPS Opportunity Sites, Mr. Dickey explained that the Banc site, along with a few others in Dartmouth, is singled out as an opportunity site. Such sites are large vacant or underutilized pieces of land that can accommodate major development without displacing existing housing. In the Municipal Planning Strategy for Dartmouth, it allows apartment/condo buildings in any residential or commercial area, but through the development agreement process with community consultation as outlined. For multiple unit dwellings, Council has specific matters to consider before it can approve a project. He added that this particular zoning does not require public consultation for commercial development, or for townhouses, and that these could be developed as of right.

Kouros Rad, Genivar explained that he is representing Banc Developments and that this is the second time presenting this application to the residents. He reviewed a slide of the location and the surrounding area pointing out what nearby surroundings are close by such as, Sportsplex, Bridge Terminal, Ferry Terminal, Metro Transit, Mic Mac Mall, Burnside and Sobeys. He explained that at the previous meeting held by Genivar regarding this application; approximately 30 people showed up and made their comments and concerns noted. Since then, Genivar and Banc Developments have made some changes to this application to accommodate some of the suggestions. He added that they are proposing 150-160 units for development with 35 surface parking spaces and one level of underground parking. This building will be high quality residential, landscaped with maximized open space and have some siting areas on the grounds as well as a proposed green roof top for residents to enjoy. They are proposing a 4-storey building and a 6-storey building which they feel is appropriate for the future look of Dartmouth in this area, the 4-storey building will be closer to the existing residential homes while the taller building is closer to commercial uses. He explained that they are proposing townhouse looking features on the first two storeys of the buildings to keep in line with the look of the current community and will be gray in color. He reviewed a slide of the floor plan, and explained that they are proposing 56% 2-bedroom apartment units; 22% 1-bedroom units adding that it will be mostly 4-bedroom apartment units as they

are targeting professional couples. The expected cost of these units will be \$250-\$300 thousand. There are walkways surrounding the building which will give residents access a walk way to Sobeys. Mr. Rad explained that on three sides of this proposed development is Northbrook Park, at the previous meeting, it was suggested that the fencing not be removed, he explained that they will negotiate this in the terms of the development agreement and added that the developer will be investing some money in the park and fixing up the fence may include this. He understands that there are some safety concerns regarding the park and explained that having this development with windows facing the park will create more eyes and therefore, less violence. He explained that the zoning of this site are C2 (General Business) and R4, he explained that the R4 zoning allows for high density residential, but requires a public process known as a development agreement.

In regards to traffic, Mr. Rad explained that a Traffic Engineer with Genivar has conducted a traffic impact study for this site which showed that the traffic generated from this proposal will not be significant. Genivar feels that because of the close-by access to Metro Transit and the Ferry Terminal, most people will use those methods instead of driving a vehicle.

Questions and Answers

Mr. Dickey explained that he has never seen a development site like this that is surrounded by a park. He understands that there are already concerns regarding the safety of the park. He explained that the principles that they generally work on is that the more housing that looks on a park, the safer it is and asked for the communities thoughts and opinions. He explained that the developer has offered improvements to the park as part of this process and HRM would be interested to hear what residents feel would enhance the park. One of the things that could be asked for is for the developer to add lighting, and this would provide more security during the night time hours.

A gentleman from the residents explained that the developer is targeting professional couples however, feels that there will be significant impacts on traffic in the area. He explained that it is very likely that professional couples will most likely have a vehicle or two. He explained that investment in the park is a positive thing and wanted to know what the developer thoughts were regarding upgrades to fencing and lighting are.

Mr. Besim Halef, the Developer, explained that they are limited to what they can do, all changes will have to go through HRM Park Planners for their approval. He would like to have a gazebo and a playground and explained that it will be similar to what they have put in place at Trinity Avenue which is another development he has undertaken in Dartmouth; he plans on asking HRM's permission for this. Mr. Zwicker added that the Traffic Impact Study was completed by a Traffic Engineer.

Mr. Dickey explained that all Traffic Studies are completed to HRM requirements by a developers engineer, and are then reviewed and approved by HRM Traffic Engineers. This is to ensure that potential traffic impacts of a development are understood, and to confirm whether the road network can accommodate traffic. The results of this review will be brought forward to Council. He added that HRM is working hard in getting people to live in the central areas. In just the Downtown Dartmouth area, they have a goal of 4000 new residents, which would result in a 50% increase in traffic; this would make people want to drive less.

Mr. Chris Hirschfield, Dartmouth expressed concern with the traffic and explained that there is constant traffic between Victoria Road and Wyse Road along Symonds Street, and stated that this development would definitely increase the traffic. He also addressed concern regarding construction, explaining that they have a lot of low hanging trees which will be torn down with larger vehicles travelling their street; this may become an issue with getting the gear down the road. He added that this development looks a lot better than what he was anticipating.

Mr. Dickey explained that HRM does annual traffic counts in many locations and spot counts as needed where circumstances change. HRM needs to know what the existing traffic is as the base line. A computer model is typically used to determining the vehicle trips per unit for any new housing and in what direction this traffic will go.

Mr. Jason McIvon, Ernest Reality, Owners of the existing apartment building at 1 Richmond Street asked what constitutes a turn around for a street. He addressed concern with this being gated and feels this could be a problem with snow removal and for access to his property.

Mr. Halef explained that it is going to be built to the City's standards.

Mr. Dickey explained that if this development is approved, the developer would have to build up to his property line and provide a standard cul-de-sac which would be owned and maintained by the City.

Mr. McIvon addressed concern as to what the front of his building is going to look like and added that the landscaping is theirs and not the City's. He asked for more clarification as to where the paths are going.

Mr. Halef explained that Richmond Street will be a public street which will have a sidewalk. These sidewalks will be connecting to pathways that everybody can use.

Mr. McIvon asked for the developer to point out on the slide where exactly the path will be going and asked what is going in-between the two properties.

Mr. Halef explained that they are planning on doing landscaping between the two properties to eliminate fencing with a tree line separating the two properties.

Mr. McIvon explained that having only a tree line, this will make is accessible from the back of Sobeys.

Mr. Halef explained that the parking lot is not accessible from Sobeys and added that there is an elevation difference between the two. No vehicle will be able to drive through.

Mr. McIvon explained that he is more concerned with foot traffic.

Mr. Halef explained that they will not be removing the fence that is already in place.

Mr. Dickey added that the idea of pedestrian connection to Sobeys is something HRM likes but, HRM Parkland Planning and other departments will be contacted to see if they have any concerns about the proposed pedestrian connection.

Mr. McIvon asked where the garbage removal will be located.

Mr. Halef explained that the bins will be kept in the basement in the underground parking.

Mr. McIvon expressed concern with the noise from the safety beeper on the garbage truck causing a disturbance.

Ms. Lin Mickalyk, Dartmouth explained that she was at the last meeting and felt that the Traffic Engineer's numbers were skewed and since then have been keeping track of traffic numbers during peak times. She explained that in one morning, she had to wait for 9 cars to pass before getting a break in traffic to pull out of her driveway. She expressed concern with once Sobeys opens, this number will increase even more. She asked what means the developer will be using to get rid of the bedrock in the ground when creating the underground parking lot. She is concerned of the impact this development will cause on her home.

Mr. Halef explained that they are only down one level underground and therefore, have no intention of blasting. He explained that this may be inconvenient for a while but, they will following HRM guidelines and assured that they will not be blasting that they will only be breaking the rock. He gave an example of another development he is developing on Clyde Street, off Spring Garden Road explaining that they did not have to blast that they were able to break the rock. He explained that it is important to work with the neighbourhood and not create any issues for any foundations.

A resident asked if this development will definitely be condos or is there a possibility that it will be rental units.

Mr. Halef explained that they are developing this particular site for condos and will be building one building at a time as the market demands.

The resident explained that there are some condos or apartments being built that can be seen from Wyse Road. She asked for more detail regarding the outlook of what the future is going to be for Wyse Road.

Mr. Dickey explained that there is no specific plan for Wyse Road, however last year HRM was looking in Central Dartmouth and Halifax Peninsula at 11 corridors. Five of the corridors were in Dartmouth, Wyse Road being one of them. This was an Urban Design Study looking at long term development and how high buildings should be and what the form should be. This would have resulted in a vision however, HRM has put this review on hold for now and staff is currently still working from the 1978 Municipal Planning Strategy which does not define a vision, for example, it does not have height limits and is fairly open ended leaving Council to decide one proposal at a time. Each individual case, Council needs to determine whether the traffic, building, density and height are acceptable.

The resident explained that she sees this project as taking the area in a direction that would encourage further development and changing the scale of the area quite dramatically. She asked why there is no access from Wyse Road.

Mr. Rad explained that the current access is on Richmond Street. They did look at whether it would be possible to gain access from Wyse Road however; there is no official access there.

Mr. Dickey explained that typically a development will access on to the street where it has frontage. This lot, because it was created so long ago, never did have any direct frontage on Wyse Road but only on Richmond Street.

The resident asked where the population demand for this type of density is coming from. She expressed concern with unoccupied units and asked if they cannot sell as condos, will it be rental units.

Mr. Rad explained that there is a focus on bringing more population from the suburbs and other areas to Downtown Dartmouth and Downtown Halifax. and that market demand has to exist before a building is constructed.

Mr. Halef explained that if after they build the first building and they find that there is no demand for condos, then they will not build the second building. He added that they don't plan on building for 3-4 years down the road.

Mr. Dickey explained that HRM has no ability to tell a developer that the building has to be a condo or an apartment.

Mr. Don Clark, Dartmouth read from a document explaining that Mike Conner, Traffic Engineer had written "site generated trips are not expected to have any significant impact" and had also said that "the traffic would be significant". Mr. Clark addressed concern with the meaning of the word 'significant'. Mike Connors also wrote "the access from Wyse Road is not an option; Traffic Impact by the development on Wyse Road may be of a concern". He asked for clarification.

Mr. Rad explained that Mike Connors is a Traffic Engineer with Genivar who has an Engineering degree. He added that there are already so many intersections on Wyse Road, adding another intersection would add too much traffic.

Mr. Greg Zwicker, Genivar explained that the access to Wyse Road is not an issue, it is someone else's land that they simply do not have access to it, and that this land fronts on Richmond Street. He explained that Mike Connors was previously a Traffic Engineer with the City of Halifax and has a lot of experience with city standards. He explained that they are here to listen and to take notes.

Mr. Dickey explained that the traffic study has not yet been reviewed by HRM's Traffic Engineers. This will be part of the next step in this application process along with Halifax Water, Parkland Planning etc.

Ms. Silvia Anthony explained that she does not live in the Community however, cares very much for it. She is involved in an association where many of its members live in this area. She expressed concern over Northbrook Park and explained that safety concerns have always been an issue and explained that

having more eyes on the park is a good thing as long as the fences and nothing else is removed and that the developer does not take any of the park. She suggested that having the proposed pathway to Sobeys is not an asset. There are lots of people who take shortcuts through the park however, the park is only open during certain hours and locked at night. Because of this closure, if you have another pathway available, you will have more transient people using it. She also addressed concern with residents parking in the area.

Mr. Halef explained that there will be parking available for each unit plus 35 visiting parking spaces.

Ms. Anthony expressed concern with parking on street and explained that there will be a need for more places for people to park.

Mr. Halef explained that there will be one parking space available for each unit underground, with 35 additional parking spaces outside. Mr. Clark asked what the required parking spaces are per unit.

Mr. Dickey explained that the guideline in Dartmouth is 1.25 spaces per unit, but typically that number gets applied in suburban areas where there are more two car households. For the most case, Council has been approving reduced parking standards in central Dartmouth due to demographics, walking distance to amenities, to employment and to transit routes. He is unsure what will be required for this case, that is just one matter that will be reviewed.

Mr. Clark explained that professional couples may have more than one car. He also asked about the developer's report explaining that the proposed design bridges the gap between the existing structures and the proposed structure. He asked what clarification of what gap and what bridging.

Mr. Rad explained that they will set up a meeting with Mike Connors to review the traffic study. He explained that by "bridging the gap" they are proposing a 4-storey with townhouse base closer to the houses and then the 6-storey further away to create a transition in building scale.

Mr. Clark explained that there is going to be a creeping bridge gap so that the 6-storey can be built in the park now and then in 2020 they will be building a 6-storey, adding concern that there would be a neighbourhood of bridges with no gap.

Mr. Rad explained that they do not want a 10-storey building on this side of the road, therefore they are trying to keep with the residents expectations and keep between what the future might look like and what the existing development is currently.

Closing Comments

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

Adjournment

The meeting adjourned at approximately 8:02p.m.