



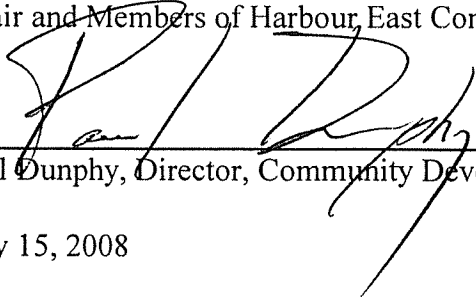
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Harbour East Community Council
August 7, 2008

TO: Chair and Members of Harbour East Community Council

SUBMITTED BY:


Paul Dunphy, Director, Community Development

DATE: May 15, 2008

SUBJECT: Case # 01139: Development Agreement - 6 Admiral Street

ORIGIN

An application by Costello - Fit for a development agreement to permit a senior's long-term care facility at 6 Admiral Street (PID#00209106), Dartmouth.

RECOMMENDATION

It is recommended that Harbour East Community Council:

1. Move Notice of Motion to consider a development agreement as provided in Attachment A to this report;
2. Approve the development agreement as contained in Attachment A to this report to permit a senior's long-term care facility at 6 Admiral Street, Dartmouth, and schedule a public hearing; and
3. Require that the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Proposal

GEM Healthcare is proposing to build a 67 resident Long Term Care Facility at 6 Admiral Street (Map 1). The facility is meant to replace an existing nursing home (Glades Lodge in Halifax). The proposed building is 2-3 storeys, with 45 parking spaces which includes 19 underground spaces. It is located in an R-2 zone within the Residential designation (Map 2) and is currently a vacant lot.

Enabling Policy

Policy H-14 in the Dartmouth Municipal Planning Strategy (MPS) contains site specific criteria which was adopted in 1998 and enables a multi-unit residential development for senior citizens (Attachment B). The preamble to Policy H-14 states:

“While it has been demonstrated by the community that there is support for this type of facility in this location, there is a desire to ensure the development is properly integrated within the community, and that its appearance and scale, as well as, the overall development of the site is handled in a manner which is sensitive to the surrounding low density residential environment.”

This statement sets the tone for the style of development desired and indicates a need to ensure that the built form is compatible with the surrounding community. As the municipality does not regulate tenants or residents, but simply the built form, the only type of building that would comply with the policy would be a long term care facility licensed by the Province.

DISCUSSION

Staff have reviewed the proposal relative to applicable plan policy and determined that it is consistent with the intent of the Dartmouth MPS. The following elements have been identified as issues that require further consideration.

Compatibility

When viewed from the street or from the houses fronting on Major Street, only two storeys of the facility will be visible, consistent with the building form in the surrounding neighbourhood. The third storey is built into the hill, and completely invisible from the street and surrounding community, which helps the building blend in with the surrounding community. The building layout reduces the massing of the building to a series of small, connected wings. Each wing has a sloped, shingled roof which gives the facility a residential character reflecting the surrounding neighbourhood.

The surrounding neighbourhood is a mixed density residential area that has a variety of single unit dwellings, town homes and an apartment building. It is located near a prominent commercial district on Main Street. The proposed use would be complementary to the surrounding uses and the design is reminiscent of other residential buildings in the community.

Design Concept

This project's innovative approach to senior's long term care emphasizes a shift away from creating an institution to replicating the feeling of home. The core of this concept is the development of interior residential clusters of 12 - 13 residents rooms surrounding a living room and an open concept kitchen with direct garden access. The kitchen area is usable by the residents and their families. Natural light penetrates the living spaces through garden doors, windows, and clerestory windows above. An interior looped corridor circles the kitchen/ living room area which is beneficial for exercise, allowing wandering residents to easily be returned to their units and includes benches along the way for rest stops. Each interior residential cluster will have service areas such as a spa, wheelchair shower, etc. Each interior residential cluster is linked to the others by an interior corridor also providing access to a central café, great room, beauty shop, music room, therapist and administrative offices. This design concept is driven by requirements from the Provincial Department of Health, who will be licencing this facility as a long term care facility.

Site Design

Policy IP-1(c) directs Council to review the suitability of the proposed site for the development proposal. In this case, the facility is designed to fit into a steeply sloping site. The applicant is using the features of the slope and working with the slope to enhance the building, instead of simply levelling the site and requiring the site to change to suit the building. By using the natural features that the slope provides, there is more grade access to the outside for residents than there would be on a levelled site. The main entrance to the building is located on the top floor and, due to the slope, the lower floor also has grade access, providing service access from Admiral Street at a location opposite Bareng Court.

The parking garage is also accessed at grade from a driveway further down Admiral Street. Three driveway entrances – one to the main door, one to the service entrance, and one to serve additional parking in the rear of the property, both underground and on the surface.

Community Facilities

Policy H-14 directs staff to review the proximity of community facilities, including public transit, to the Admiral Street development. While there are a variety of community facilities (Ira Settle Field, Graham's Grove Park and the Trans Canada Trail) in close proximity to the site, the proposed use is for a licensed long term care facility and it is unlikely that the residents will use many of these areas. However, it is important to note that Main Street is near the site and will help to provide transit access for the employees and visitors to the building. Main Street, which is two blocks south of the site, is well serviced by transit and is a short walk to Admiral Street. Pedestrian access to the site from Main Street would be via a sidewalk along Major Street with a crosswalk at Second Street to Admiral Street.

Provincial Right of Way

The property abuts a portion of provincially owned controlled access highway, namely the ramps of the Micmac Interchange, which are below a large retaining wall abutting the property. The Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR) requires that all structures be set back 10m from their property boundary. The proposed development complies with this standard.

NSTIR will review drainage and lot grading plans for this proposal at the permit stage and may request a further setback, depending on the location of the proposed structures relative to the existing retaining wall. The development agreement permits minor changes to the siting of the building to accommodate such a request, should it come forward from NSTIR. Prior to construction, GEM Healthcare will require a "Minister's Consent for Building and Access" permit, and possibly a "Breaking Soil of Highways" permit from NSTIR.

Water Servicing

The existing watermains on Admiral Street and along Major Street is inadequate for the proposal. GEM Healthcare have submitted a preliminary plan to resolve the water issues which Halifax Regional Water Commission has reviewed and approved. The development agreement stipulates that the development may not proceed until this issue is addressed.

Public Meeting/Area of Notification

A public information meeting was held on May 7, 2008. Issues that came up at the public meeting were water pressure problems, site maintenance and a need for more housing for seniors. 18 people attended the meeting. Minutes of the meeting may be found in Attachment C.

Should Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 2 will be sent written notification.

BUDGET 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.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

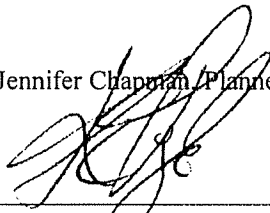
1. Council may choose to approve the proposed development agreement. This is staff's recommended course of action for the reasons described in this report.
2. Council may choose to alter the terms of the draft development agreement. This may necessitate further negotiations with the applicant, and may require an additional public hearing.
3. Council may choose to refuse the proposed development agreement, and in doing so must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff are satisfied that the proposed development agreement is consistent with policies and intent of the MPS.

ATTACHMENTS

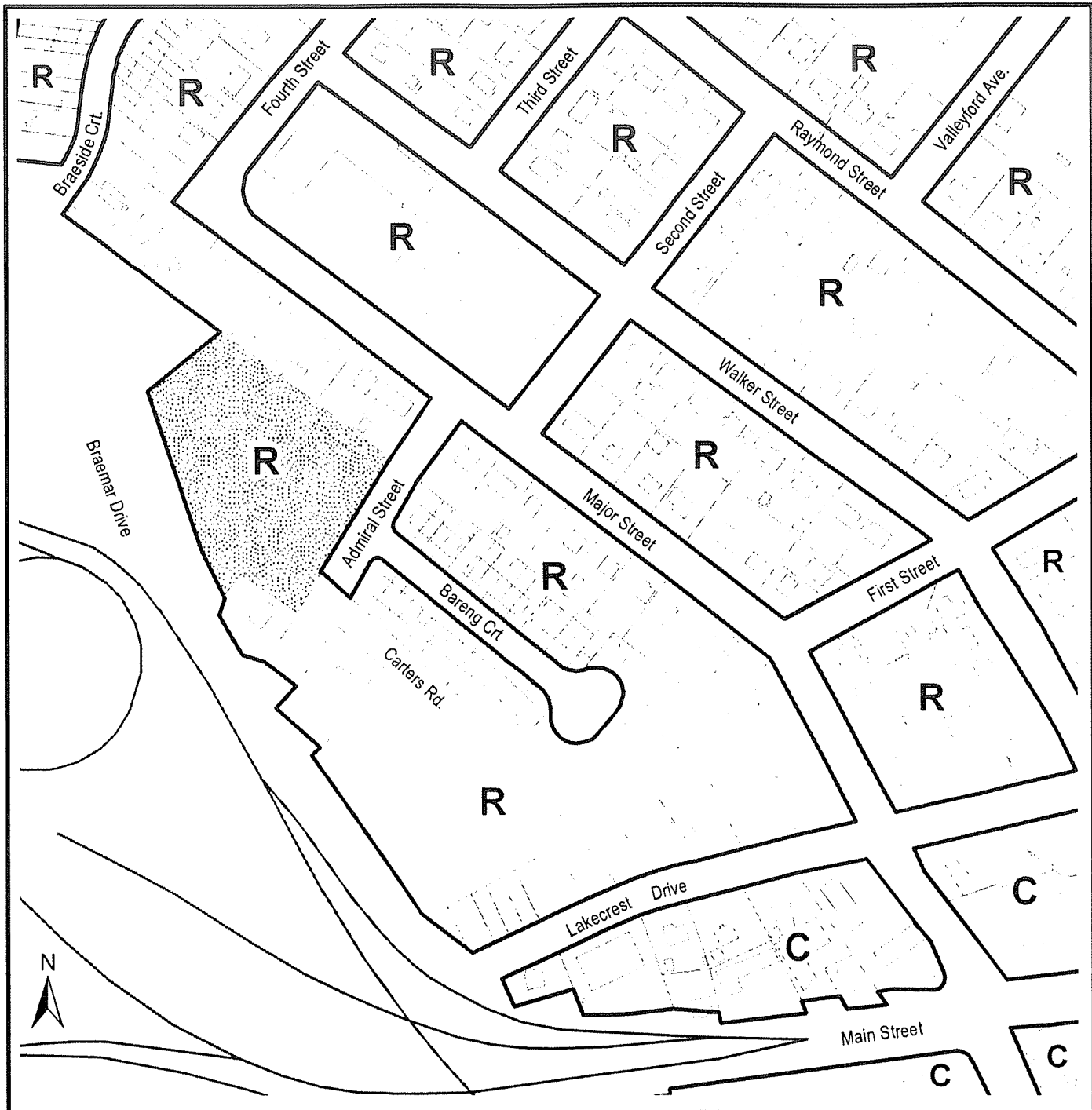
- Map 1: Location and Zoning Map
Map 2: Generalized Future Land Use Map
- Attachment A: Draft Development Agreement
Attachment B: Excerpts of the Dartmouth Municipal Planning Strategy
Attachment C: Minutes of the Public Information Meeting

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 : Jennifer Chapman, Planner I, 490-3999




Report Approved by: Kurt Pyle, Acting Manager of Planning Services, 490-7066



Map 1 Generalized Future Land Use

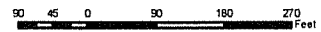
6 Admiral Street

 Subject Property

Designation

R Residential
C Commercial

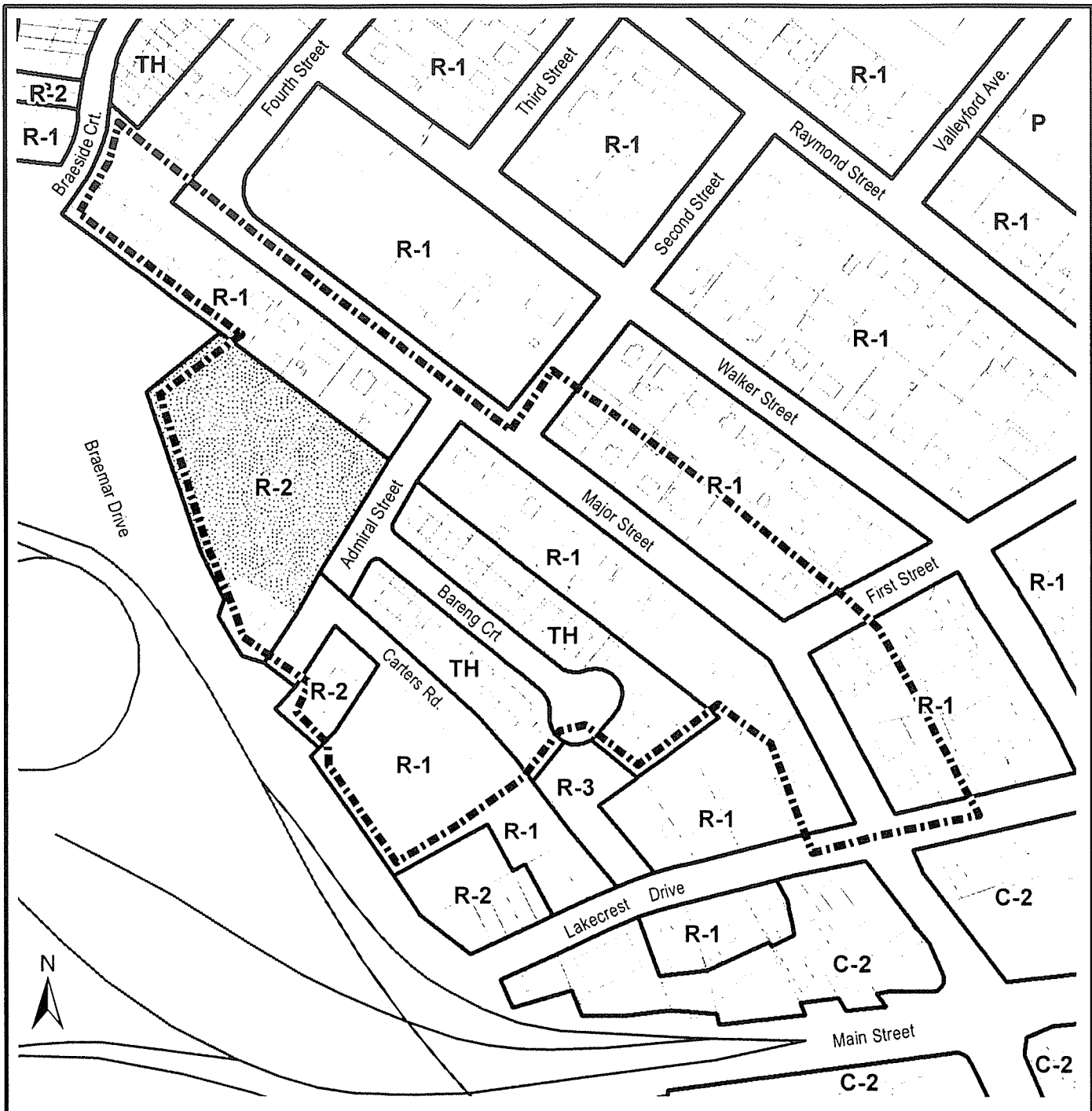
HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Dartmouth Plan Area



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

Dartmouth Plan Area



Map 2 Location and Zoning

6 Admiral Street

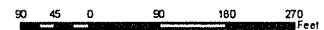
-  Subject Property
-  Proposed Notification Boundary

Dartmouth Plan Area

Zone

- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 Multiple Family Residential
- TH Town Housing
- C-2 General Business
- P Park

HALIFAX
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COMMUNITY DEVELOPMENT
PLANNING SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for the Dartmouth Land Use By-law area

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

Attachment A
DRAFT DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2008,

BETWEEN:

GEM HEALTH CARE GROUP LTD
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 6 Admiral Street (PID# 00209106) Dartmouth, 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 for a Senior's Long Term Care Facility on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies H-14 and IP-1(c) of the Dartmouth Municipal Planning Strategy;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on , referenced as Municipal Case Number 01139;

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 and use of the Lands shall comply with the requirements of the Dartmouth Land Use By-law and the Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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 HRM 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.

1.4 Conflict

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.

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 regulations, by-laws or codes applicable to any 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 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law.

2.2 For the purpose of this Agreement the following definitions shall also apply:

Architect means a professional who is a full member, in good standing, of the Nova Scotia Architects Association.

Landscape Architect means a professional who is a full member, in good standing, of the Canadian Society of Landscape Architects.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 SCHEDULES

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Number 01139. The schedules are:

Schedule A	Location Certificate
Schedule B	Site Plan and Landscaping
Schedule C	South Elevation/ East Elevation
Schedule D	North Elevation/ West Elevation
Schedule E	Erosion and Sedimentation Control
Schedule F	Water Servicing
Schedule G	Storm Water Management

3.2 Requirements Prior to Construction

3.2.1 In addition to all other Municipal requirements prior to the issuance of a Construction Permit, the Developer shall submit the following:

- (a) Architectural drawings prepared by an *Architect* which carry out the intent of Section 3.4 of this Agreement;
- (b) Landscaping Plans prepared by a *Landscape Architect* which carry out the intent of Sections 3.7 of this Agreement;
- (c) Lighting Plan in Accordance with Section 3.6 of this Agreement;

- (d) Plans required under Part 5 of this Agreement concerning Environmental Protection Measures; and
- (e) Written confirmation from Halifax Regional Water Commission that the Admiral Street and Major Street watermains have been upgraded as shown on Schedule F, is in compliance with Municipal Standards and the site can be adequately serviced with water.

3.2.2 Notwithstanding Section 3.2.1(e) and Section 4.1 the Construction Permit may be issued provided the Developer supplies a security deposit in the amount of 120 percent of the estimated cost to complete the watermain upgrades. 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 watermain upgrades within twelve months of issuance of any construction permits, the Municipality may use the deposit to complete the watermain upgrades as set out in Section 4.1 and as shown on Schedule F of this 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.

3.3 Requirements Prior to Occupancy

3.3.1 Prior to the issuance of a Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Written confirmation from an *Architect* certifying that the Developer has complied with Section 3.4 of this Agreement;
- (b) Written confirmation from a *Landscape Architect* certifying that the Developer has complied with Section 3.7 and the Landscaping Plan as shown on Schedule B as required pursuant to this Agreement;
- (c) Written confirmation from a qualified professional that the Developer has complied with Section 5.1 and the Erosion and Sedimentation Control Plan as shown on Schedule E as required pursuant to this Agreement;
- (e) Confirmation from HRM Traffic Services that the Developer has installed "No Parking" signage pursuant to Section 3.6.2 of this Agreement; and
- (f) Written confirmation from Halifax Regional Water Commission the Developer has entered into a water service Agreement with Halifax Regional Water Commission.

- 3.3.2 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.
- 3.3.3 Notwithstanding Section 3.3.1(b), an Occupancy Permits may be issued provided the Developer supplies a security deposit in the amount of 120 percent of the estimated cost to complete the landscaping as per Section 3.8. 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 Sections 3.8 respectively. 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.

3.4 GENERAL DESCRIPTION OF LAND USE

- 3.4.1 The use of the Lands permitted by this Agreement are the following:
- (a) 70 Bed Licenced Seniors Long Term Care Facility; and
 - (b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Dartmouth as amended from time to time.

3.5 ARCHITECTURAL AND BUILDING REQUIREMENTS

- 3.5.1 Detailed building drawings prepared by an Architect shall be submitted with the application for Development Permit. The Developer agrees that the building constructed on the Lands shall comply with the provisions of this section and the drawings generally illustrated on Schedules B, C and D.
- 3.5.2 The building siting, bulk and scale shall comply to the following:
- (a) lot coverage shall not exceed 50%; and

(b) as illustrated on Schedules C and D, no portion of the building facing Admiral Street and the rear of the houses on Major Street shall exceed two storeys in height; no other portion of the building shall exceed three storeys.

3.5.3 The main entrance to building shall face Admiral Street and be emphasized by a peaked roof over the entrance and shall be flanked by a front porch.

3.5.4 As generally illustrated on Schedules B and D, the service entrance to the building shall be located opposite Bareng Court, and shall be integrated into the design of the building and shall not be a predominant feature.

3.5.5 The building mass shall consist of a series of small, interconnected wings, each having a sloped, shingled roof.

3.5.6 The exterior materials shall be clapboard siding, vinyl double hung windows and asphalt shingle roofs, consistent with the residential character of the community.

3.5.7 Pursuant to Section 3.5.6, clerestory windows shall be used over all common areas to bring light into these areas and add architectural interest to the building exterior.

3.5.8 Any exposed foundation in excess of 0.6m (2 feet) in height facing the public street, shall be veneered with stone, brick or siding to match the existing building.

3.5.9 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.5.10 The building shall be designed such that the mechanical systems (HVAC, cooking exhaust fans, etc.) are not visible from Admiral Street or from abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. Furthermore no mechanical equipment shall be located between the building and the abutting residential properties and no exhaust fans shall be permitted to face the adjacent residential neighbours.

3.5.11 The Land shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building or site plans and approved by the Development Officer and/ or Building Official in consultation with HRM Solid Waste Resources.

3.5.12 The Developer shall be entitled to minor modifications to the architectural requirements of this section provided the changes are minor in nature, in the opinion of the Development Officer and comply with the intent to this Agreement.

3.6 PARKING, CIRCULATION AND ACCESS

3.6.1 A minimum of one parking space for every two beds provided at the facility. A minimum of 19 of these spaces shall be located underground as shown on Schedule B.

3.6.2 The Developer shall install 'No Parking' signs that comply with municipal standards on the north side of Admiral Street along the frontage of the Lands, to minimize access concerns for emergency vehicles.

3.6.3 The Developer shall construct, as shown on Schedule B, a minimum 1.5m wide, accessible, pedestrian walkway which connects from the Admiral Street R.O.W. to the main entrance of the building as shown on Schedule B. The walkways should be designed to barrier free standards.

3.7 LIGHTING

3.7.1 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.

3.7.2 The Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- (a) the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, and other devices;
- (b) sufficient detail to enable the Development Officer to ensure compliance with the requirements of this article will be secured. If the detail submitted 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; and
- (d) should the Developer desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause.

3.8 LANDSCAPING AND AMENITY SPACE

- 3.8.1 A detailed Landscaping Plan prepared by a *Landscape Architect* shall be submitted with the application for Development Permit and shall conform with the landscaping shown on Schedule B. This plan shall include, as a minimum, planting as identified in this Agreement and shall identify measures to provide a buffer and/or screening between the building and adjacent residential properties as well as for aesthetic enhancement. The plan should maintain as much of the natural landscape and vegetation as can be reasonably achieved.
- 3.8.2 Each interior residential area that consists of a cluster of units (interior neighbourhood) shall have direct, at grade access to a private outdoor amenity space which consists of an area set aside for the purposes of visual improvement or recreation and not used for buildings, structures, parking areas or driveways, and shall include areas of grass, flower beds, shrubbery, trees and landscaping, and balconies and sundecks.
- 3.8.3 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.
- 3.8.4 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names and shall comply with the following:
- (a) 45 trees (minimum 40mm caliper trees or 2 m high evergreen) including those mentioned in Section 3.9.2;
 - (b) 70 small trees;
 - (c) 260 shrubs (minimum 3 gallon pot, evergreen/ deciduous mixed);
 - (d) Trees and shrubs shall be a minimum 40% coniferous for year round effect; and
 - (e) All landscaped areas not treed or planted with shrubs shall be surfaced with ground cover.
- 3.8.5 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands. Decreases in the size of some plants must be offset by increases in the sizes of others.

3.9 BUFFERING

- 3.9.1 The Developer shall provide a 1.83 metre (6 feet) high timber privacy fence along the boundary of the Lands adjacent residential properties on Major Street as identified on Schedule B.

- 3.9.2 A minimum of 10 evergreen trees shall be provided adjacent to the residential properties on Major Street, and a minimum of five evergreen trees shall be provided adjacent to the residential property at the foot of Admiral Street for screening purposes.
- 3.9.3 All proposed retaining walls shall be constructed of natural stone or decorative concrete.
- 3.9.4 Every effort shall be made to ensure the preservation of the existing living trees, in the area designated to "leave natural" on Schedule B. The Landscaping and Site Grading Plan shall identify the limit of disturbance beyond which the natural area shall be retained. Within this natural area, proper landscaping practices shall be undertaken to remove dead, damaged trees which pose a potential hazard. The boundary of the natural area shall be delineated with silt fencing during construction to ensure that construction activities do not encroach upon the natural area. No stockpiling of soil or materials or the movement of equipment shall be permitted within the natural area. Large trees to be preserved shall be flagged in the field by the *Landscape Architect* prior to construction. Any such flagged trees to be preserved that are damaged shall be replaced by two new trees for each damaged tree, with trees of the same type and with minimum sizes of 60 mm caliper (2.4 inch diameter) for deciduous trees and coniferous trees a minimum of 1.5 m (5 ft.) high.

3.10 MAINTENANCE

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and 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 removal/salting of walkways and driveways.

3.11 OUTDOOR STORAGE AND DISPLAY

- 3.11.1 No outdoor storage shall be permitted on the Lands. Refuse containers shall be located inside the building.
- 3.11.2 Propane tanks, air conditioner units, electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Admiral Street, and the rear of abutting residential properties along Major Street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing and/ or masonry walls, and suitable landscaping.

PART 4: STREETS AND MUNICIPAL SERVICES

- 4.1 The Developer shall upgrade, at their own expense, the watermain on Admiral Street and Major Street, as shown on Schedule F, to the satisfaction of the Halifax Regional Water Commission prior to the issuance of any Construction Permit. Prior to the issuance of

any Occupancy Permit, the Developer shall enter into a water service agreement with the Halifax Regional Water Commission.

- 4.2 Notwithstanding Section 3.2(e) and Section 4.1 a Construction Permit may be issued provided the Developer supplies a security deposit in the amount of 120 percent of the estimated cost to complete the watermain upgrades. 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 watermain upgrades within twelve months of issuance of any construction permits, the Municipality may use the deposit to complete the watermain upgrades as set out in Section 4.1 and as shown on Schedule F of this 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.
- 4.3 All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.
- 4.4 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.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

- 5.1.1 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall:
- (a) submit a detailed Erosion and Sedimentation Control Plan in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the

- Lands until the requirements of this clause have been met and implemented. The Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during development;
- (b) submit a detailed final Site Grading and Stormwater Management Plan which shall include an appropriate storm water collection and treatment system;
 - (c) construct, at the Developers expense, the Stormwater Management System which conforms to the concept design reviewed by the Development Engineer pursuant to this section and Schedule G. The Developer shall provide certification from a Professional Engineer that the system, has been constructed in accordance with the approved design; and
 - (d) If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 5.1, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.

5.1.2 Securities

Prior to the issuance of Grade Alteration Permit, the Developer shall post security in the amount of \$10,000 to ensure that all environmental protection measures, identified in this section, are properly implemented and maintained. The security of \$10,000 include the amounts required in accordance with the Grade Alternation By-law. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer at the time of issuance of the final occupancy permit or release of Landscaping security bond whichever is later, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer, in consultation with the Development Engineer, and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the environmental protection measures to the satisfaction of the Development Officer, 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.

6.0 AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 8.4 of this Agreement;
- (c) Changes to the landscaping measures as shown on Schedule B or as detailed in Section 3.7 which, in the opinion of the Development Officer, are significant in nature; and
- (d) Increase in the number of beds without exterior modification to the building.

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agree 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 one day of receiving such a request.

7.2 Failure to Comply

If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (1) 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;

- (2) 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 development 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 Lands and be shown on any tax certificate issued under the Assessment Act;
- (3) 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; and/ or
- (4) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

8.2 Subsequent Owners

- 8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by the Council.
- 8.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

8.3 Commencement of Development

- 8.3.1 In the event that construction on 6 Admiral Street has not commenced within 5 years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 For the purposes of this section, commencement shall mean completion of the footings for the proposed building.

8.3.3 If the Developer(s) fails to complete the development, or after 10 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, 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.

8.4 Completion of development

Upon the completion of the development, or after five (5) from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, 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 on the condition that the development is deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Dartmouth as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2008.

SIGNED, SEALED AND DELIVERED)
in the presence of)

GEM HEALTHCARE

) 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

) Per: _____

MAYOR

) Per: _____

MUNICIPAL CLERK

Scale 1"=60'

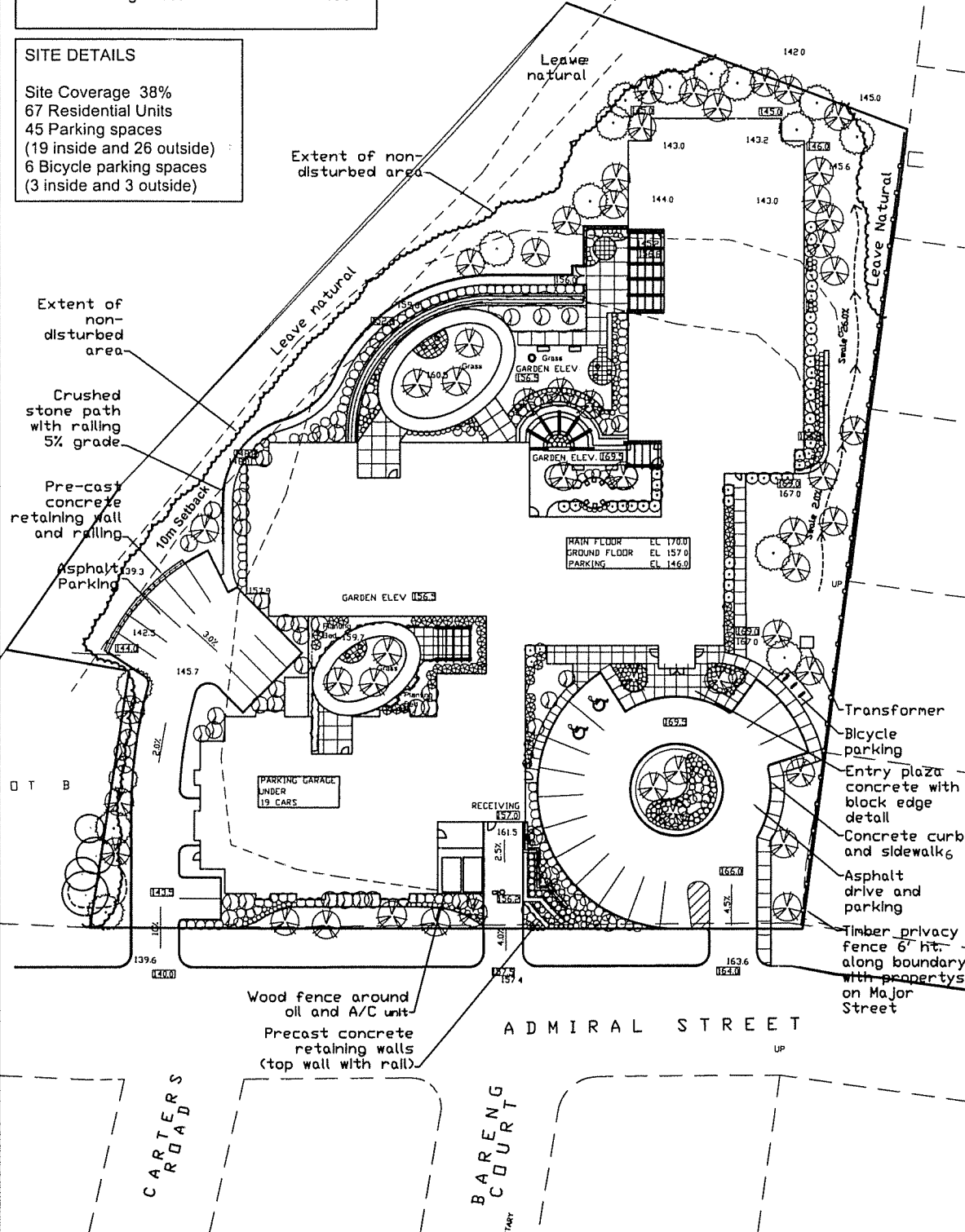


PLANT SCHEDULE

Large Trees	40-50mm Cal.	45
Small Trees	150mm-250mm	70
Shrubs	300-500mm	260
Ground cover	4" pots	260
Perennial and grasses		150

SITE DETAILS

Site Coverage 38%
 67 Residential Units
 45 Parking spaces
 (19 inside and 26 outside)
 6 Bicycle parking spaces
 (3 inside and 3 outside)



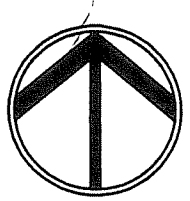
EXISTICS
 1 STARR LANE, DARTMOUTH
 PH (902)461-2525 FAX (902)465-3131
 Landscape Architecture
 Environmental Planning
 Visual Impact Assessment
 Golf Architecture

SHEET TITLE

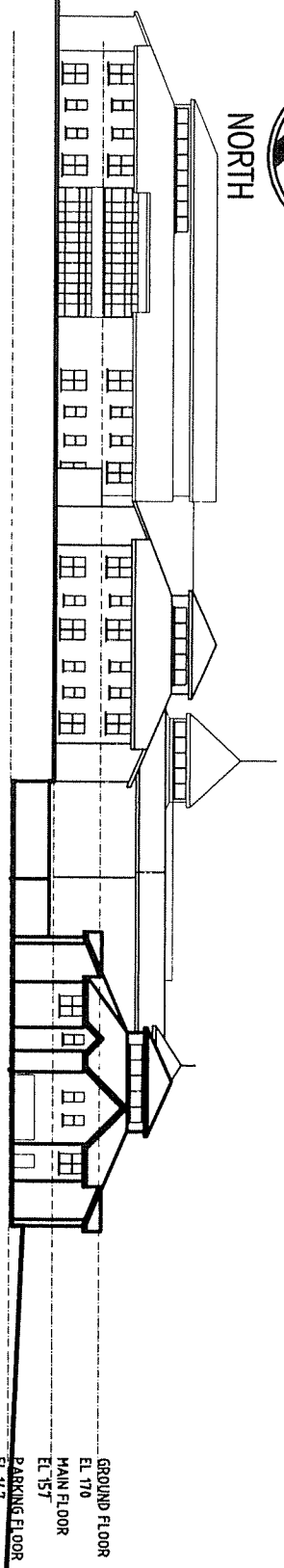
GEM HEALTH CARE GROUP
LONG TERM CARE FACILITY
ADMIRAL ST DARTMOUTH. N.S.

SCHEDULE B
 Site Plan and Landscaping
 30 June, 2008

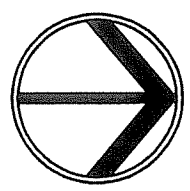
SHEET 1 OF 1



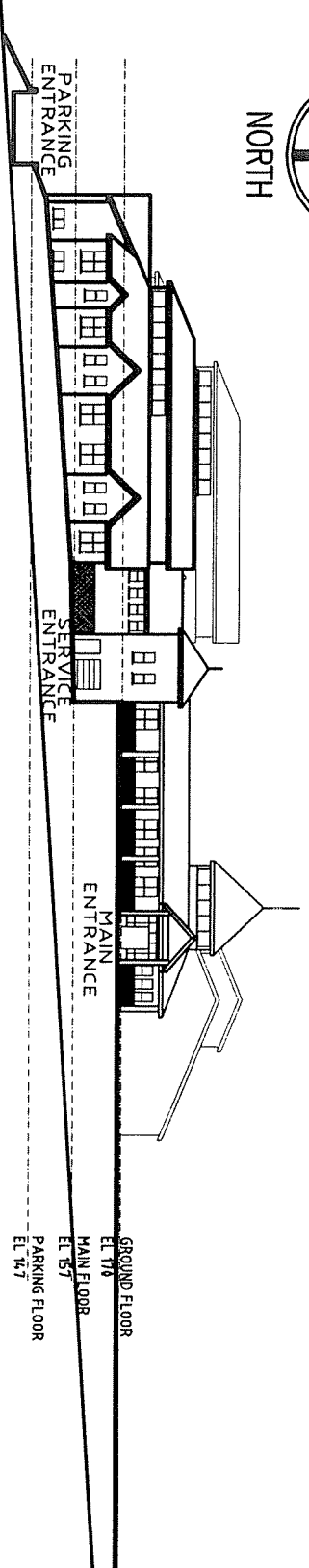
NORTH



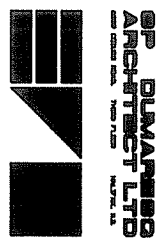
WEST ELEVATION



NORTH



SOUTH ELEVATION



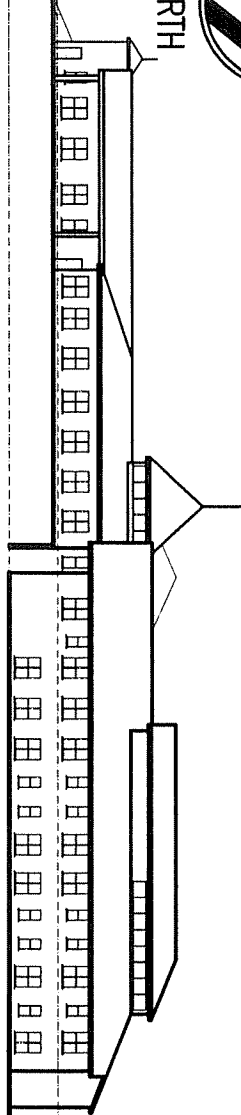
SHEET TITLE
**GEM HEALTH CARE GROUP
LONG TERM CARE FACILITY
ADMIRAL ST
DARTMOUTH, N.S.**



**SCHEDULE C
ELEVATIONS**
FEB 20, 2006
REVISED
JUNE 20, 2006

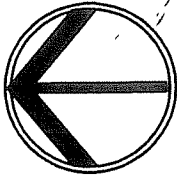


NORTH

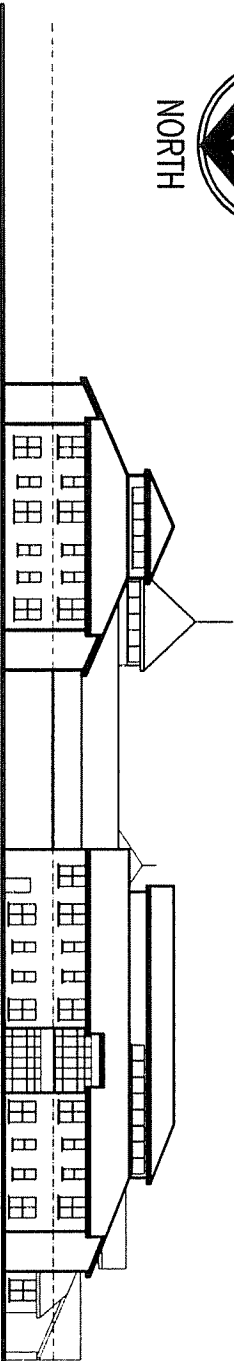


GROUND FLOOR
EL. 170
MAIN FLOOR
EL. 157
PARKING FLOOR
EL. 147

EAST ELEVATION



NORTH



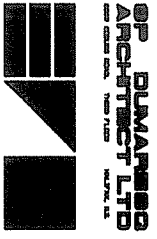
GROUND FLOOR
EL. 170
MAIN FLOOR
EL. 157
PARKING FLOOR
EL. 147

NORTH ELEVATION

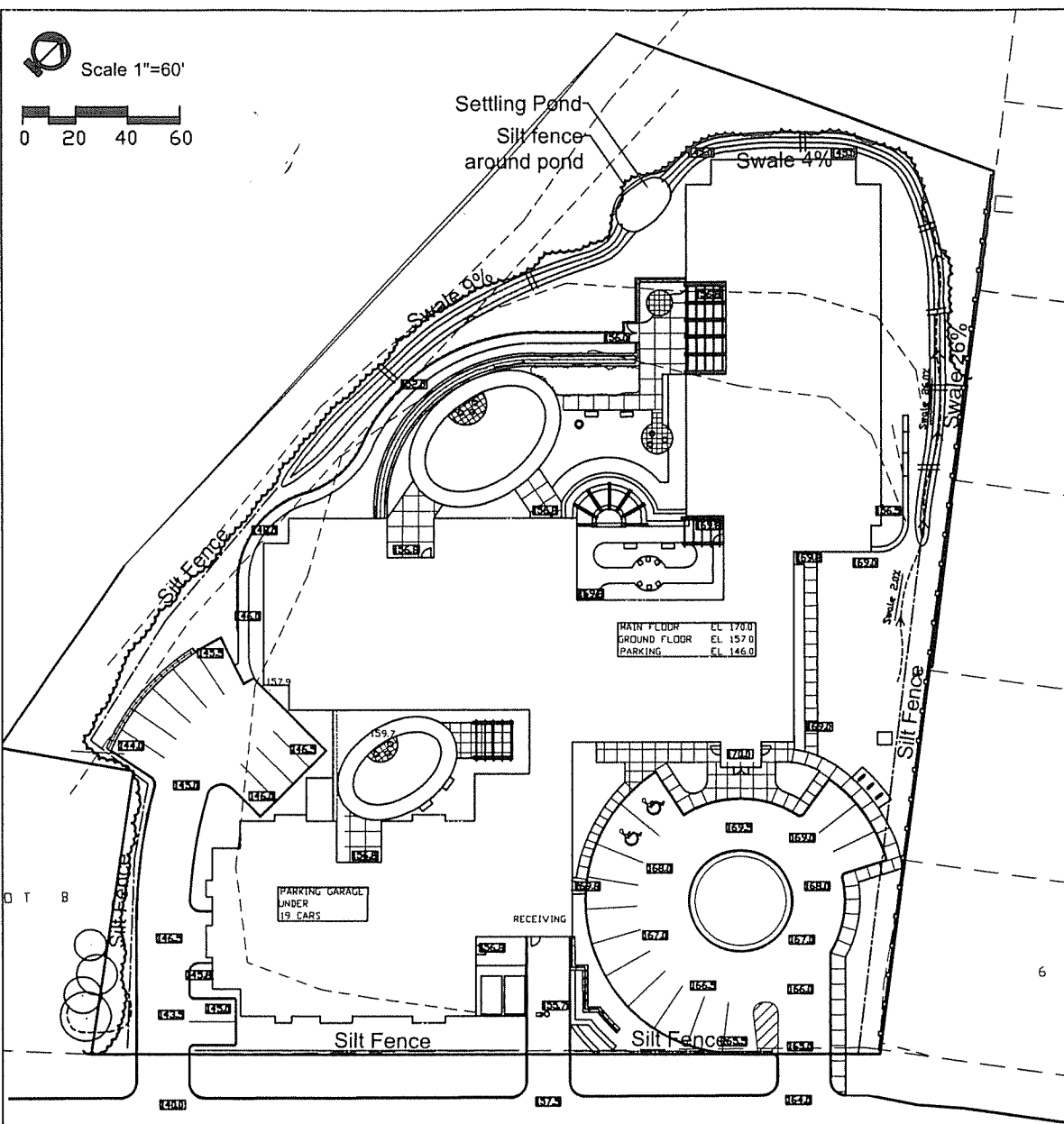
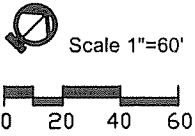


SHEET TITLE

**GEM HEALTH CARE GROUP
LONG TERM CARE FACILITY
ADMIRAL ST
DARTMOUTH, N.S.**



**SCHEDULE D
ELEVATIONS
FEB 20, 2006
REVISED
JUNE 20, 2006**



MAIN FLOOR EL. 170.0
 GROUND FLOOR EL. 157.0
 PARKING EL. 146.0

ADMIRAL STREET
UP

ERS
D
N
G
T

EROSION CONTROL NOTES:

1. Install erosion control fence as detail 1/G2 in areas indicated.
2. Do not disturb areas outside the boundary of silt fence.
3. Install rock lined settling pond, check dams and rock lined ditches as shown (see detail 2/G2)
4. Excavate unsuitable material to till layer as directed by geotechnical engineer.
5. Direct site runoff to settling pond when grading.
6. All work to be performed in accordance with the current edition of the "N.N. erosion sediment and control handbook for construction sites" and the requirements of the n.s.d.o.e.
7. Contractor is responsible for the protection of natural watercourses from the impact of all site development.
8. Contractor shall inspect the sediment and erosion control structures twice daily to confirm operating performance. All necessary repairs shall be made immediately and contractor shall keep a log documenting inspections, remediation procedures, and daily reporting of exposed areas and weather conditions.
9. Contractor shall obtain all necessary permits to perform works, and shall comply with all permitting conditions.
10. Contractor to have a stockpile of no less than 10% of the final required silt fence, bailed hay, and hay/mulch on site for remediation as may be required.
11. All exposed surfaces to be stabilized with hay or mulch throughout the completion of this contract.
12. Maintain clean gravel access roads to site, periodically applying additional gravel cover to minimize mud ruts that develop.

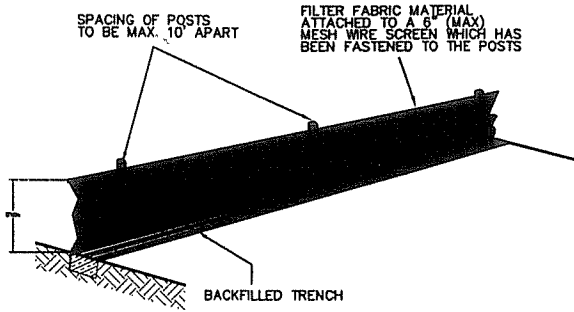


EROSTICS
 1 STARR LANE DARTMOUTH
 PH (902)461-2525 FAX (902)465-3131
*Landscape Architecture
 Environmental Planning
 Visual Impact Assessment
 Golf Architecture*

SHEET TITLE

GEM HEALTH CARE GROUP
LONG TERM CARE FACILITY
ADMIRAL ST DARTMOUTH. N.S.

SCHEDULE E
Erosion and Sedimentation Control
 30 June, 2008

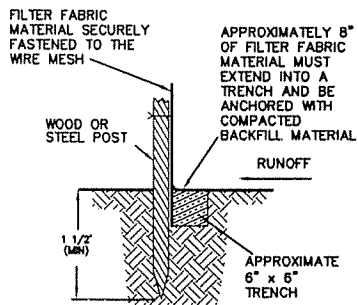


THE SILT FENCE SHALL BE CONSTRUCTED BEFORE UPSLOPE LAND DISTURBANCE BEGINS.

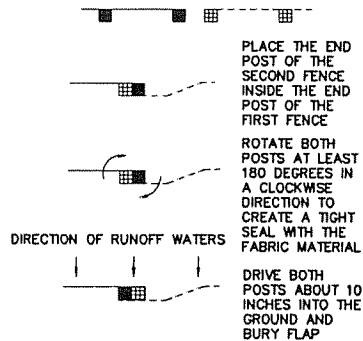
ALL SILT FENCE SHALL BE PLACED AS CLOSE TO THE CONTOUR AS POSSIBLE SO THAT WATER WILL NOT CONCENTRATE AT LOW POINTS IN THE FENCE.

SILT FENCE SHALL ALLOW RUNOFF TO PASS ONLY AS DIFFUSE FLOW THROUGH THE GEOTEXTILE. IF RUNOFF OVERTOPS THE SILT FENCE, FLOWS UNDER OR AROUND THE ENDS, OR IN ANY OTHER WAY BECOMES A CONCENTRATED FLOW, ONE OF THE FOLLOWING SHALL BE PERFORMED, AS APPROPRIATE:

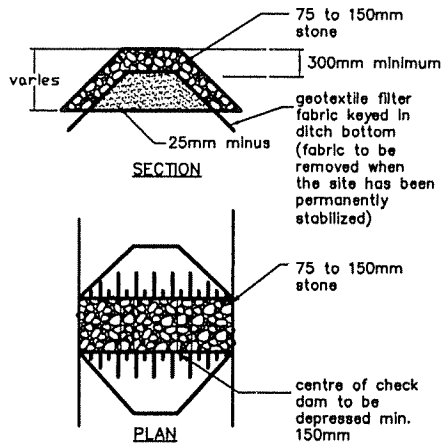
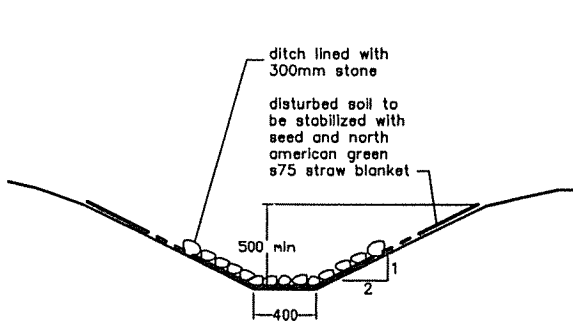
1. THE LAYOUT OF THE SILT FENCE SHALL BE CHANGED.
2. ACCUMULATED SEDIMENT SHALL BE REMOVED, OR
3. OTHER PRACTICES SHALL BE INSTALLED.



ATTACHING TWO SILT FENCES



1 SILT FENCE DETAIL
G2 N.T.S



2 DITCH AND CHECK DAM DETAIL
G2 N.T.S



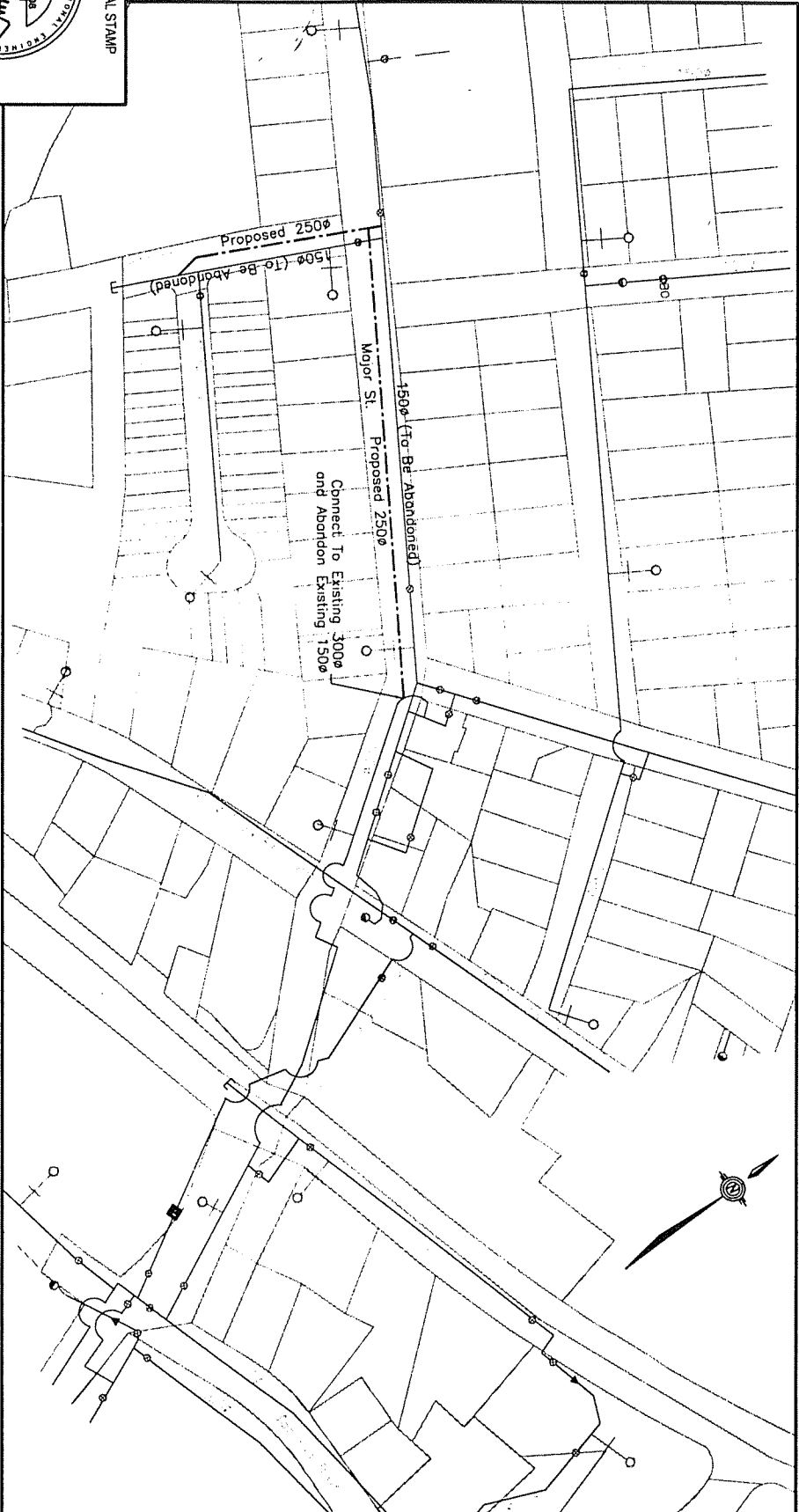
EKISTICS
1 STARR LANE DARTMOUTH
PH (902)461-2525 FAX (902)465-3131
*Landscape Architecture
Environmental Planning
Visual Impact Assessment
Golf Architecture*

SHEET TITLE

GEM HEALTH CARE GROUP
LONG TERM CARE FACILITY
ADMIRAL ST DARTMOUTH, N.S.

SCHEDULE E
Erosion and Sedimentation Control
30 June, 2008

SHEET 2 OF 2



PROFESSIONAL STAMP

KVM
CONSULTANTS LIMITED

51 Campbell Road, 1st Floor, Scarborough, NS
Phone: (902) 864-2707 Fax: (902) 864-3432
E-Mail: kvmaconsultants@ns.symplicity.ca

HealthCare Group
Touching Lives



BP DUMARESCO ARCHITECT LTD
1000 GARDNER ROAD, SCARBOROUGH, ONTARIO, CANADA M1V 1T5
Tel: (416) 291-1111

GEM DARTMOUTH DARTMOUTH NOVA SCOTIA

CONCEPT WATER SERVICING PLAN
SCHEDULE 'F'

Dwg: P100 SCALE 1:2000 DATE: JULY 23 2008



BP DUMARCO
ARCHITECT LTD
6250 CANTON ROAD, 15TH FLOOR, FORT WORTH, TEXAS

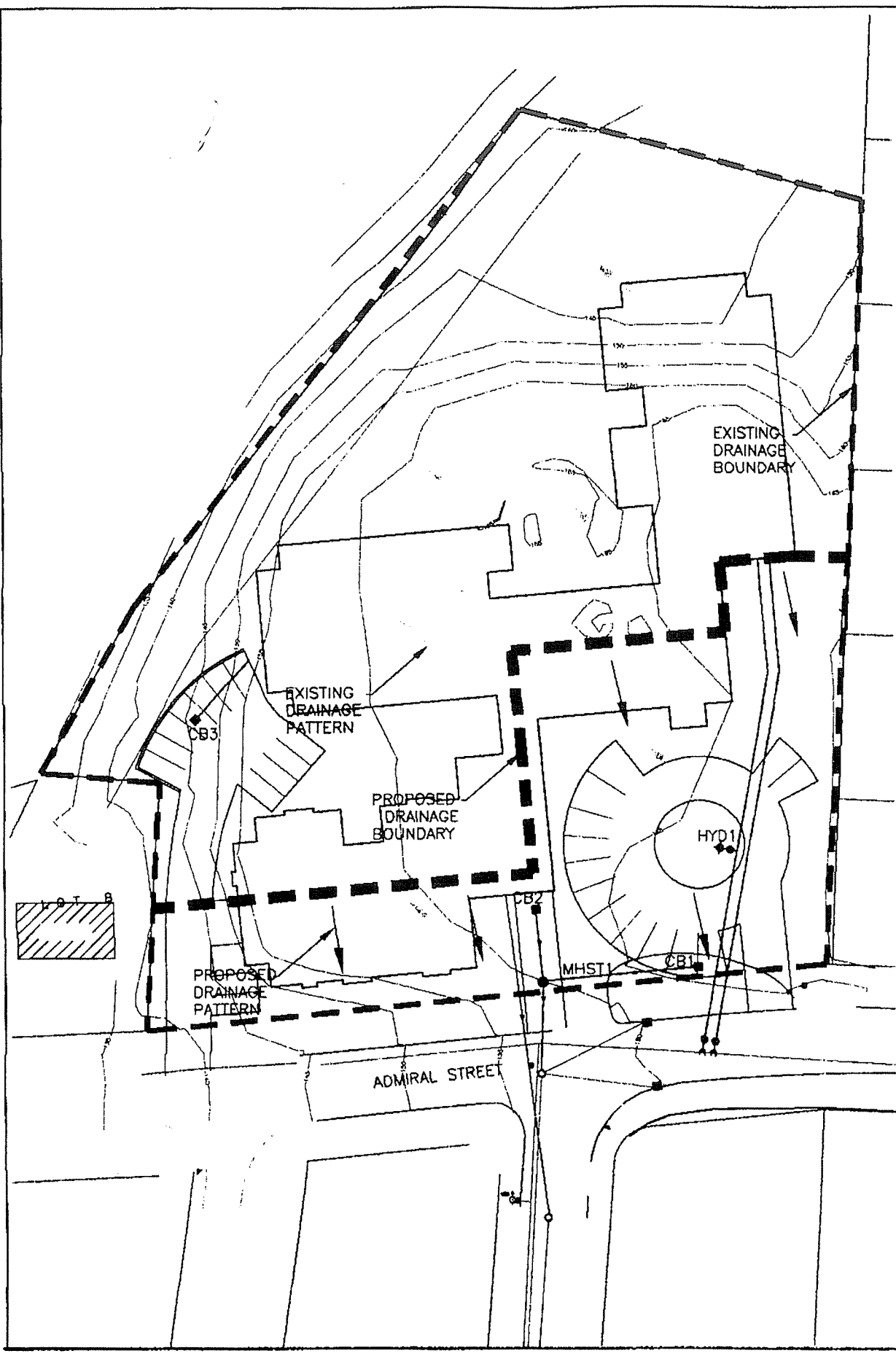


gem
HEALTH CARE GROUP
Touching Lives

COSTELLO FITT
LIMITED

KVM

CONSULTANTS LIMITED
51 Cabot Road, Lev. Seckville, NSW
Phone (00254) 4227 Fax (00254) 4232
E-mail KVMoon@fortb@costello.com



SHEET TITLE

**GEM HEALTH
CARE GROUP**
**LONG TERM CARE
FACILITY**
**ADMIRAL ST
DARTMOUTH, N.S.**

**SCHEDULE G
STORM WATER
MANAGEMENT**

FEB 20, 2008

SCALE: 1" = 60'

**Attachment B:
EXCERPTS OF THE DARTMOUTH
MUNICIPAL PLANNING STRATEGY**

6 ADMIRAL STREET

The owners of the property at 6 Admiral Street in Dartmouth (former Evangel Temple) wish to develop a multiple unit dwelling specifically designed to meet the needs of senior citizens. While it has been demonstrated by the community that there is support for this type of facility in this location, there is a desire to ensure the development is properly integrated within the community, and that its appearance and scale, as well as, the overall development of the site is handled in a manner which is sensitive to the surrounding low density residential environment. It is, therefore, desirable that the development of 6 Admiral Street, for the purposes of a multiple unit dwelling specifically designed for senior citizens, be considered by development Agreement.

H-14 It shall be the intention of Council to consider a multiple unit dwelling, specifically designed for senior citizens, at 6 Admiral Street in Dartmouth, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard for the following:

- (a) the height, bulk, lot coverage and appearance (exterior design) of the building is compatible with adjacent land uses;
- (b) site design features, including landscaping, amenity areas, parking areas and driveways, are of an adequate size and design to address potential impacts on adjacent land uses and to provide for the needs of the residents of the development;
- (c) the site is located in reasonable proximity to community facilities, such as recreation areas and transit routes;
- (d) municipal central services are available and capable of supporting the development;
- (e) appropriate controls are established to address environmental concerns;
- (f) traffic related matters such as traffic generation and circulation, sighting distances, site access and egress and pedestrian safety are addressed;
- (g) general maintenance of the development is addressed; and
- (h) any other matters, including criteria listed in Policy IP-1(c), are addressed

Policy IP-I (c) In considering zoning amendments and contract zoning, Council shall have regard to the following:

- (1) that the proposal is in conformance with the policies and intents of the Municipal Development Plan
- (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
- (3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries
- (4) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the City is to absorb any costs relating to the development
 - (ii) the adequacy of sewer and water services and public utilities
 - (iii) the adequacy and proximity of schools, recreation and other public facilities
 - (iv) the adequacy of transportation networks in adjacent to or leading to the development
 - (v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas
 - (vi) preventing public access to the shorelines or the waterfront
 - (vii) the presence of natural, historical features, buildings or sites
 - (viii) create a scattered development pattern requiring extensions to trunk facilities and public services while other such facilities remain under utilized
 - (ix) the detrimental economic or social effect that it may have on other areas of the City.
- (5) that the proposal is not an obnoxious use
- (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 near by land uses and public facilities. Such controls may relate to, but are not limited to, the following:
 - (i) type of use, density, and phasing
 - (ii) emissions including air, water, noise
 - (iii) traffic generation, access to and egress from the site, and parking
 - (iv) open storage and landscaping
 - (v) provisions for pedestrian movement and safety
 - (vi) management of open space, parks, walkways
 - (vii) drainage both natural and sub-surface and soil-stability

- ✓(viii) performance bonds.
- (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
- (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
- (9) that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:
 - (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

Attachment C
MINUTES OF THE PUBLIC INFORMATION MEETING

PUBLIC INFORMATION MEETING
CASE 01139 - 6 Admiral Street
DARTMOUTH PLAN AREA

May 7, 2008
137 Main Street, Dartmouth
7:00 p.m.

STAFF IN

ATTENDANCE: Hanita Koblents, Planner
Jennifer Chapman, Planner
Jennifer Little, Planning Controller

APPLICANT: Costello Fitt Ltd.

OTHER: Andrew Younger, Local Councillor

**MEMBERS OF
THE PUBLIC:** 18

PRESENTATION/ OVERVIEW

Andrew Younger, Councillor for the area, welcomed residents to the meeting and thanked them for attending. He introduced Hanita Koblents, Planner who has been the contact on this application but, has accepted a new position within HRM and will no longer be the Planner on this case. He then introduced Jennifer Chapman as the Planner who will be taking over this application from this point forward. He explained that a number of years ago, Council approved 6 Admiral Street for a nursing home/seniors residence. This is the only purpose that is permitted on this site. Tonight's meeting is an overview of how the use will be developed and if it meets the Municipal Planning Strategy.

Ms. Koblents introduced Jennifer Little, Planning Controller and explained that she would be taking the minutes of the meeting.

Ms. Koblents explained the purpose of the meeting is to discuss an application for a development agreement (DA) to permit a senior's long term care facility at 6 Admiral Street. The property is directly above the retaining wall on Braemar Drive, Dartmouth.

With use of a power point presentation Ms. Koblents gave an overview of the planning process. She reviewed a photo of the site above the retaining wall on Braemar Drive, the entrance to the site and the drive way the church used to use and a photo of the site looking at it from its westernmost property boundary on Admiral Street.

Ms. Koblents reviewed the Municipal Planning Strategy Policy Provisions and described a Development Agreement, explaining that it is a contract between the landowner and the Municipality that governs the use of land, that it is recorded at the Registry of Deeds and is binding on the lands until discharged with consent of both parties. Ms. Koblents reviewed the H-14 Policy Criteria and noted that it directs Council to have concern for a number of criteria when reviewing a proposal. The criteria includes height, built, lot coverage and appearance compatible with the community, is the landscaping, amenity and parking area adequately able to serve the residence who would be living on the site and to also direct potential community impacts. Other criteria that needs to be reviewed is if the water and sewer service adequate and if traffic matters are addressed, including pedestrian issues.

Ms. Koblents explained the planning process typically begins with an application. An HRM planner is assigned to the case and begins a technical review of the proposal by circulating it to relevant agencies and departments. A public information meeting (what we are doing now) is also held to help staff get a sense of any issues the community may have, and how these might be addressed.

Once the review is complete, the planner prepares a staff report with a recommendation to Community Council. Harbour East Community Council normally meets the first Thursday of every month and consists of a subset of Regional Council including representatives from Dartmouth, Cole Harbour/ Westphal and Eastern Passage/ Cow Bay.

If Community Council decides to proceed, they will set a Public Hearing date. If you received notice in the mail for this PIM, you will receive notice for the hearing. The public hearing will also be advertised in the Herald for two consecutive Saturdays before the meeting.

The public hearing is a formal opportunity for any member of the public to speak for or against the proposal before Council makes a decision to accept or reject the proposal. After the decision is made, there is a 14 day appeal period.

Mr. Jim Balcom, Director of Operations for GEM Healthcare expressed his excitement to speak with the Community about this project. GEM Healthcare is a nursing home operator that has been around for thirty years and has eight facilities around the province. He explained that they have tried a number of years ago to develop a nursing home building on Admiral Street however, at that time they were unable to make it work in the market and couldn't get Provincial backing. He explained that one of their current operating nursing homes is Glades Lodge which is the oldest

nursing home in the Province and is located over the Bay Road in Halifax. There was a study conducted by the Department of Health to review the current and future needs towards nursing home beds. They concluded that there is not enough nursing home facilities in Dartmouth and since have been working with GEM Healthcare to develop a new nursing home at this location. The nursing home will be very unique and will be more residential and homelike. Mr. Balcom introduced Sydney Dumaresq, Architect, Thelma Costello, Project Manager, George Oickle, Construction Manager and Colin Bagnell, Project Management.

Mr. Sydney Dumaresq, Architect on this project introduced himself and spoke regarding the design of the Nursing Home. He explained that there is a whole new model of care for Nursing Homes in Nova Scotia. New homes will be divided into residential neighborhoods where there will only be 12 residence in this residential neighborhood. Each resident will have their own private room and private bathroom. Within their neighborhood they will have their own living room, dining room and kitchen, this is designed to give them a feeling of independence. The nursing home will consist of 62 beds inside 5 of these neighborhoods. The guidelines note that each neighborhood would need to have direct grade access to a private garden; however, this site is on a steep hill. The solution is to work with the contours of the land. Mr. Dumaresq reviewed the plans, pointing out where each neighborhood would be located, the driveway and the general layout of the structure. He explained that there will be an underground parking lot for visitors which will accommodate for 45 spots and will also have a drive-up service area.

QUESTIONS AND COMMENTS

At this time Jennifer Chapman explained that she would be the Planner that would be taking over this application.

Blair Hammond, 38 Major Street noted that at the last meeting held regarding this application, there were some issues raised and was wondering if they have been addressed. He questioned if a water main has been put in and if the water pressure issues were addressed?

Ms. Thelma Costello explained that there has been an engineer study done that tested the water issue. However, they have not yet received the report back. The Plan is to run a new water main down Admiral Street and up to the corner of First Street. This needs to be done to accommodate fire requirements.

Mr. Hammond explained that there is not much fill where the church used to be and was wondering if there would be much disturbance.

Ms. Costello explained that in the area of where the church was there was an oil tank that had ruptured. Therefore, they have had environmental assessments done. There is a lot of fill on the site and has provided a good foundation for building on. Mr. Dumaresq noted that they will have to truck fill off the site.

Mr. Hammond noted his concern with them cutting down all the trees. Mr. Dumaresq explained that there are number of trees will remain. All the trees around the property line will not be touched.

Mr. Hammond noted concern with falling trees that were destroyed following Hurricane Juan and asked if they would be removing them.

Mr. Dumaresq explained that they have signed a contract with HRM which will stipulate landscaping around the area and noted that the fallen trees would be removed. Ms. Koblents added that Mr. Hammonds request to remove the damaged trees can be added into the contract.

Mr. Hammond explained that having a fence will help block traffic noise and appreciates them building it.

Joe Scaulley, explained that his property is directly across from the site and added his concern with the upkeep of the landscaping. He added that it is unsightly and that he would like to see someone keep it mowed.

Mr. Balcom explained that if all goes well the construction would be starting this summer with an estimate time of completion of 2010.

Mr. Scaulley questioned what the drainage route will be.

Mr. Dumaresq explained that the surface line will be taken underground in the storm sewer and will be rerouted.

Mr. Scaulley noted concern about not having a cross walk and asked if there would be a new system put into place for the seniors so that they didn't have to walk far to get to a cross walk to access the bus route.

Ms. Koblents explained that at this time there are no plans. The service will be on Main Street. Metro Transit's guidelines state that the service needs to be 500 metres from the Transit Stop. She added that most of the residence will not be independent and most would not be taking the bus.

Mr. Scaulley welcomes the Seniors Home to the area and feels it would be a great addition to the neighbourhood.

Susan MacIntosh, 8 Bareng Court noted her concern with the Teachers parking on Admiral Street and noted concern with children walking and crossing on Admiral Street. She questioned if there will be a parking requirement in front of the Seniors Building?

Ms. Koblents explained that the fire department has requested that no parking signs be put up.

Mr. Frank Moore, 3 Bareng Court, noted his concern with this site generating heavy volume of traffic and concern with there being no parking if the street parking is taken away.

Mr. Koblents explained that the Development Agreement requires adequate amount of parking so the Nursing Home will not generate additional overflow of parking. There will be 45 parking spaces for visitors and staff.

Mr. Hammond noted concern with the increased traffic possibly putting the children in danger that walk and cross this street. Can HRM put a better system for the children to prevent accidents?

Councillor Younger explained that the traffic lights are covered by another body. Traffic issues are recognized by HRM and the police have been addressing this issue by administering tickets for speeding.

Ms. Koblents added that she has walked the street with one of HRM's Engineers and has looked for blind spots. She explained that the north side of Admiral Street would not need a side walk and that it is not safe for Pedestrians to cross there.

Mr. Reed Joseph noted concern with Teacher's illegal parking.

Ms. Koblents explained that if you see someone parking illegally, you can report it to HRM at 490-4000.

Councillor Younger explained that the report will be sent to Community Council in July. There will be a Public Hearing in August which will lead to a 14 day appeal period. He explained that providing approval from HRM, the application will be completed by September 2008.

The target for the structure to be roof tight is 8-12 weeks prior to starting the process with a completion date estimated in 2010.

Ms. Koblents asked if there were any other questions, and then closed the meeting.

MEETING ADJOURNMENT

Meeting adjourned at approximately 7:56 p.m.