

TO: Chair and Members of Harbour East Community Council

SUBMITTED BY:


Paul Dunphy, Director of Community Development

DATE: April 18, 2008

SUBJECT: Cases 01009, 01010 & 01011 Trinity Subdivision, Dartmouth

ORIGIN

Applications by W.M. Fares Ltd., on behalf of Banc Properties Ltd., to construct four multi-unit residential buildings situated on two parcels of land located on Nadia Drive and Windmill Road in Dartmouth North.

RECOMMENDATION

It is recommended that Harbour East Community Council:

Parcel 1

1. Move Notice of Motion to consider the proposed development agreement for an area of land (Parcel 1) off Nadia Drive, as provided in Attachment A of this report, and schedule a public hearing; and
2. Approve the proposed development agreement for 3 multi-unit residential buildings on the area of land (Parcel 1) off Nadia Drive, as set out in Attachment A of this report.

Parcel 2

3. Move Notice of Motion to consider the rezoning of a portion of Parcel 2 from C-3 (General Business) Zone to R-3 Multi-family Residential (Medium Density) Zone as outlined in Attachment B and schedule a public hearing;
4. Move Notice of Motion to consider the proposed development agreement for Parcel 2 as provided in Attachment C of this report and schedule a public hearing;
5. Approve the proposed rezoning of a portion of Parcel 2 from C-3 (General Business) Zone to R-3 Multi-family Residential (Medium Density) Zone as outlined in Attachment B;

RECOMMENDATIONS CONTINUED ON PAGE 2

6. *Following the coming into effect of the rezoning*, approve the proposed development agreement for the multi-unit residential building on Parcel 2 off Windmill Road, as set out in Attachment C of this report; and
7. Require the above noted development agreements (for Parcels 1 and 2) be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreement by Council and any other bodies as necessary, whichever is later, including applicable appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

EXECUTIVE SUMMARY

In 2006, Banc Properties Ltd. began construction of a new development off Trinity Avenue in north Dartmouth, known as "Trinity Subdivision" (Map 1). The development consists of 194 approved townhouse lots accessed by a new loop street (Nadia Drive) connecting to Trinity Avenue and Fernhill Drive. In addition, Banc Properties Ltd. has applied for development agreements to permit four multi-unit apartment buildings containing 226 units on two parcels of land within the Trinity Subdivision. Besides the development agreements, Banc Properties Ltd. is also requesting a small portion of a lot to be rezoned from C-2 to R-3 to permit one of the multi unit buildings.

Due to the required planning approvals for the multiple unit applications and to facilitate processing and administration of the proposed development agreements, the development has been broken down into two separate development agreements (Map 2). This process is in response to Parcel 2 requiring the above-noted rezoning. Staff have evaluated the proposal in accordance with the Dartmouth Municipal Planning Strategy (MPS) policy and concluded the developments satisfy the intent of the MPS. The proposed agreements provide measures addressing issues including the provision of parkland and outdoor amenity space, pedestrian access and connectivity, buffering of adjacent properties, as well as providing for barrier-free accessible buildings/units and environmental protection.

BACKGROUND

In 2006, Banc Properties Ltd. began construction of a new subdivision off Trinity Avenue in north Dartmouth (Map 1). The new development, known as Trinity Subdivision, consists of 194 townhouse lots accessed by a new loop street (Nadia Drive) connecting to Trinity Avenue and Fernhill Drive. Nadia Drive has been constructed and the site has been graded. To date, only a few units have been constructed.

In addition to the proposed townhouse units, Banc Properties Ltd. wish to develop four multi-unit buildings on two parcels of land situated along the boundaries of Trinity subdivision (Map 3). The proposed buildings will require the approval of development agreements by Community Council.

Location / Surrounding Land Use

The two parcels of land, under consideration for development agreements, are situated as follows:

- Parcel 1: The area consists of two lots that abut and are bounded by Victoria Road to the east, Trinity Avenue to the south and the existing as-of right development on Nadia Drive to the north and west (Map 1). This area abuts three single unit dwellings located on Trinity Avenue that back onto Parcel 1 along the southeast boundary. Access to Parcel 1 is from Nadia Drive.
- Parcel 2: The area is located to the west of and downslope of Nadia Drive and the proposed townhouses. Four single-unit dwellings located on Fernhill Drive back onto the site on the southern boundary. The majority of the northern boundary is a Nova Scotia Power Incorporated right-of-way containing electrical transmission towers and line infrastructure. To the south, the area abuts the vacant O'Reagan's Toyota automobile dealership, Ship Victory Restaurant and Lounge, and a three-storey multi-unit residential apartment building. Access to Parcel 2 will be from Windmill Road.

Land Use Designations and Zoning

- Parcel 1: The lands are designated Residential and zoned R-3 Multiple Family Residential (Medium Density) which permit single, two unit, townhouses, and multi-unit buildings.
- Parcel 2: The majority of the lands are designated Residential and zoned R-3, except the area adjacent Windmill Road and extending into the north half of the site which is designated Commercial and zoned C-3 (General Business).

Proposal

Banc Properties Ltd. has applied for development agreements to permit four multi-unit apartment buildings containing 226 units on two parcels of land within the Trinity Subdivision. The parcels cover approximately 7 acres of the subdivision (Map 1). All buildings will consist of two-bedroom units and each building will contain barrier-free designed units for persons with physical challenges.

The development of each parcel is as follows:

- Parcel 1: Building A - five-storey building containing 45 units
Building B - five-storey building containing 39 units
Building C - five-storey building containing 60 units

Parcel 2: Building D - consists of one, six storey, multi-unit building containing 82 units

Due to a portion of the lands being designated and zoned commercial, this area must be rezoned to R-3 (Maps 1 & 3) before Council can consider the requested development agreement.

In order to simplify the applications and to avoid an unnecessary delay in processing those buildings not subject to rezoning, staff have created two development agreements for the development. Therefore, Council can consider approval of the buildings in Parcel 1, which are neither abutting, nor adjacent to the building in Parcel 2 while the rezoning for Building "D" is within the appeal period. Under this process, Council will hold one public hearing on both development agreements and the rezoning, but the decision on each parcel by Council will be done separately.

Enabling Policy

In the Dartmouth Plan Area, all new multi-unit residential development is only enabled by development agreement in accordance with Policies IP-5 and IP-1(c) (Attachment D). The main policy intent is to enable multi-unit residential developments in a comprehensive manner to ensure the best utilization of a site and to minimize compatibility issues with adjacent development.

In regard to the proposed rezoning required for Parcel 2, Council may consider the rezoning in accordance with the criteria set out in Policy IP-1(c) which are the general evaluation criteria for all discretionary planning approvals.

DISCUSSION:

Staff have reviewed the proposed developments in accordance with applicable plan policy and have determined that they are consistent with the intent of the Dartmouth MPS and satisfies applicable policy criteria. Despite the proposed developments occurring in different locations within the Trinity Subdivision, both developments have raised a number of common issues which staff have evaluated and are highlighted in this report.

Transportation Concerns

A major concern expressed by residents at the public information meeting was the impact the proposed buildings within Parcel 1 would have on the existing surrounding road network. Residents were requesting that a connection be made off Nadia Drive through to Yorkshire Avenue Extension to address the volume of traffic from Trinity Subdivision (multi-units and townhouses).

Traffic from the three buildings within Parcel 1 will have access via Nadia Drive to Trinity Avenue and Fernhill Drive which connect to Windmill Road. A traffic study was done that evaluated the impact of the proposed multi-unit buildings and the as-of-right townhouses on the surrounding road system. The study concluded that the proposed developments meet HRM's engineering regulations with two connections to Trinity Avenue and one to Fernhill Drive. The

study further concludes that the amount of traffic anticipated from the developments could be handled by the existing street network with the exception of minor impacts during the a.m. peak hour level of performance at the Victoria Road/Albro Lake intersection. Therefore, a connection through to Yorkshire Avenue Extension is not required for the proposed multi-unit buildings. HRM Staff have reviewed the submitted traffic study and support the findings contained therein.

In regard to the development of Parcel 2, staff do not anticipate that the proposed building (building "D") will negatively impact the local transportation network.

Option for Assisted Living Facility¹

Banc Properties Ltd. would like the option of providing assisted living dwelling units within proposed buildings "B" and/or "C" within Parcel 1. This option would allow Banc Properties Ltd. to broaden housing options within their buildings without any exterior changes to the buildings or the site plans. As the land use impacts from assisted living units are anticipated to be the same or less than traditional multi-units, staff have incorporated within the development agreement for Parcel 1 the option for Buildings "B" and/or "C" to contain assisted living units.

Compatibility

The proposed developments are located on the perimeter of the proposed townhouse development located on the newly constructed Nadia Drive. Both parcels of land abut only a small portion of the existing residential development on Trinity Avenue and Fernhill Drive. To minimize land use compatibility issues, the development agreement incorporates landscaping provisions (such as fencing) and exterior design features (such as location, size of buildings and facade treatments).

The sloping topography of Parcel 2 also results in a terrace effect providing a visual separation between the townhouses, existing uses and the proposed multi-unit building (Building "D").

Landscaping

The proposed development agreements require that a detailed landscaping plan be prepared for each building site (including provisions for outdoor amenity space, buffering of both neighbouring properties and parking areas, as well as pedestrian walkways and entrance treatments) prior to the issuance of Construction Permits. The proposed landscaping will minimize land use conflicts and improve the appearance of both parcels of land.

Parking

Under the proposed development agreements, each building will be required to meet Dartmouth's applicable parking standards and that parking spaces be distributed between surface

¹ **Assisted Living Facility** means a building or place or part of a building in which accommodation, nursing and/or personal care is provided or is made available for persons with health related issues, and may include facilities which are licensed by the Homes for Special Care Act, or by any other provincial legislation, but does not include any public or private hospitals.

and underground parking as per the attached development agreements. Further, the proposed development agreements require bicycle parking be allocated for each building.

Exterior Appearance

The four proposed buildings shall be developed in accordance with the elevation drawings attached to each agreement. The buildings feature a facade comprised of a combination of elements including traditional clay brick, fibre cement panel curtain walls and a manufactured stone masonry concrete finish at grade level. Centrally located main entrances to the buildings provide the focal point from which generously proportioned window to wall ratio facades extend. All buildings provide balconies for each unit enclosed with transparent glass railings. While similar exterior finish materials and elements are present in each building, the development agreements require variation between buildings through unique facade treatments and combinations of architectural features.

Parkland/Outdoor Amenity Space

Banc Properties Ltd. have already provided public parkland for the two parcels and the existing townhouse development in excess of the land requirements specified under the Regional Subdivision By-law. The parkland is located off Nadia Drive and consists of approximately 53,000 square feet of land which staff has indicated to be sufficient for this area. In addition to the land component, the developer is also responsible for providing approximately \$194,000.00 in equivalent value for park development purposes.

In addition to public parkland, the development agreements requires Banc Properties Ltd. to develop private park/amenity space on each parcel of land. On Parcel 1, a 10,000 sq. ft. private park is proposed to be located between buildings "B" and "C". On Parcel 2, the developer is proposing a 4,410 sq. ft. outdoor amenity space located at the rear of the building.

Pedestrian Access

Nadia Drive was constructed with a sidewalk to service the as-of-right townhouse development. This public sidewalk will enable connection of the private pedestrian walkways on both parcels of land to the surrounding development. These privately maintained walkways will have deeded public easements. On Parcel 1, pedestrian connections will be made from each building to the sidewalk on Nadia Drive. On Parcel 2, a pedestrian walkway will extend from Windmill Road, past the building, to Nadia Drive.

Density of the Development

Both parcels of land are zoned or requested to be rezoned to R-3 which outlines standards for medium density multi-unit buildings based upon units per acre. The proposed density for the various buildings is equal to the maximum permitted under the R-3 Zone:

	<u>Maximum(upa)</u>
Building "A"	32
Building "B&C"	32
Building "D"	31

Environmental

To address environmental concerns with the development, the proposed agreements require Banc Properties Ltd. to submit the following documents to the Municipality prior to commencing development of either parcel:

- Erosion and Sedimentation Control Plan;
- Site Grading Plan; and
- Stormwater Management Plan

Public Information Meeting

A public information meeting was held on May 2, 2007 at Harbourview Elementary School, 25 Alfred St., Dartmouth. The main issue of public concern focussed on anticipated traffic generation by the development and impact on surrounding streets. The connection of Yorkshire Avenue Extension to Nadia Drive was identified as a mitigative measure to address this concern. Staff's response to this issue is outlined above under the heading "Transportation Concerns".

The minutes of the public information meeting are included in this report as Attachment E. Should Community Council elect to schedule a public hearing for this application, public notices advertising the hearing will be placed in the Chronicle Herald newspaper, as well as written notification of property owners within the notification area identified on Map 4.

Conclusion

It is the opinion of Staff that the proposed developments are consistent with the intent of the Dartmouth MPS for multi-unit residential development and the rezoning. Staff are also of the opinion that issues raised such as the compatibility of the proposed development to the site and the relationship of the proposal to surrounding land uses have been adequately addressed in the proposed agreements. Staff recommend that Harbour East Community Council approve the proposed development agreements and rezoning, as attached to this report.

BUDGET IMPLICATIONS

There are no 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 agreements and rezoning. This is the recommended course of action.
2. Council may choose to approve the proposed amending development agreements subject to modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.
3. Council may choose to refuse the proposed development agreements and/or rezoning, 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 agreement is consistent with the policies and intent of the MPS.


ATTACHMENTS

Map 1	Location and Zoning Map
Map 2	Proposed Development Agreements Map
Map 3	Generalized Future Land Use Map
Map 4	Notification Area Map
Attachment A	Proposed Development Agreement - Parcel 1
Attachment B	Proposed Land Use By-law Amendment
Attachment C	Proposed Development Agreement - Parcel 2
Attachment D	MPS Policies and LUB Requirements
Attachment E	Public Information Meeting Minutes - May 2, 2007

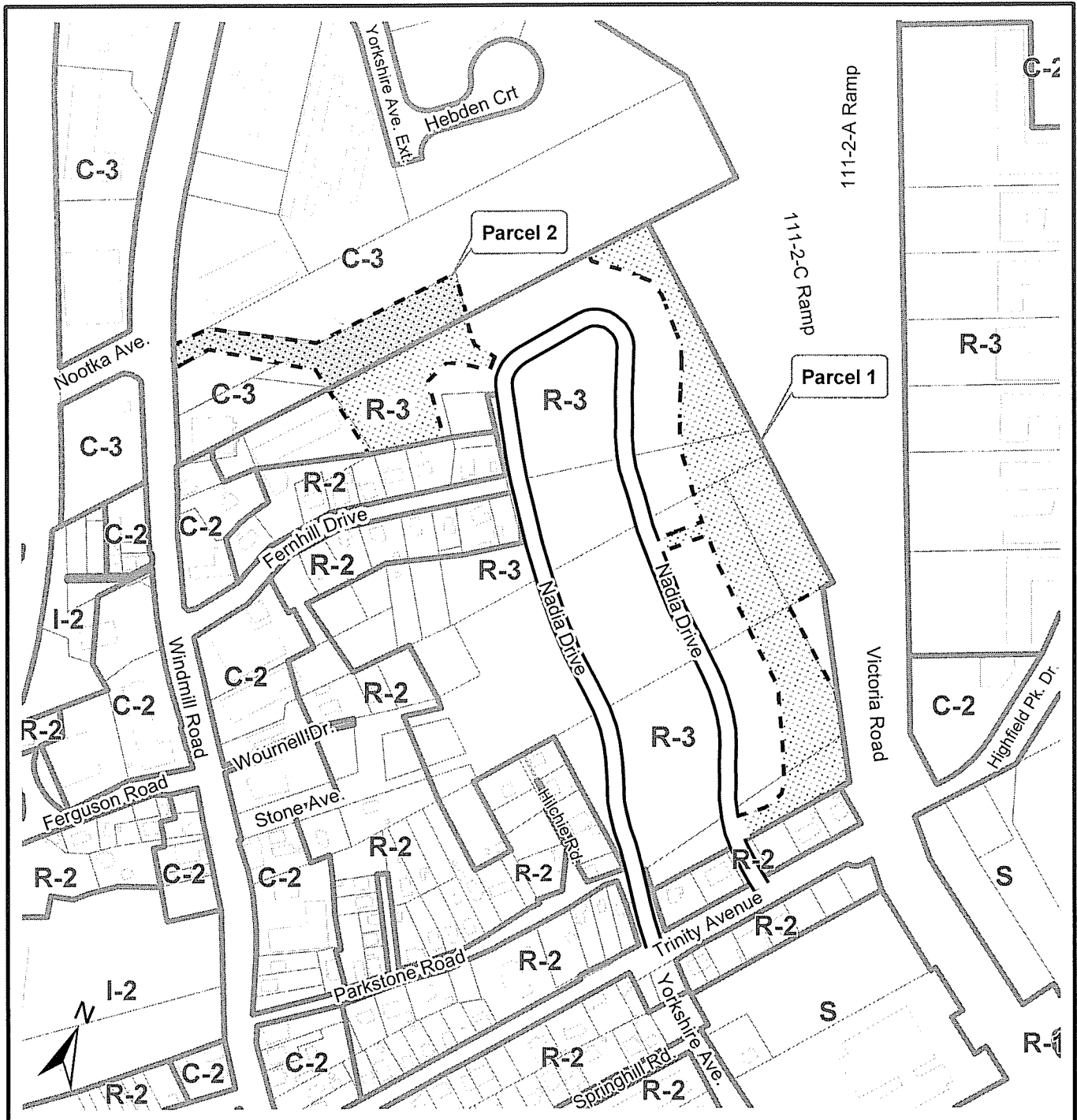
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by : David Lane, Senior Planner, 490-5719

Report Approved by:





Austin French, Manager of Planning Services, 490-6717



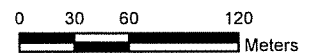
Map 1 Location and Zoning Map

Trinity Subdivision

-  Subject to Development Agreement
-  Rezone from C-3 to R-3

Zone

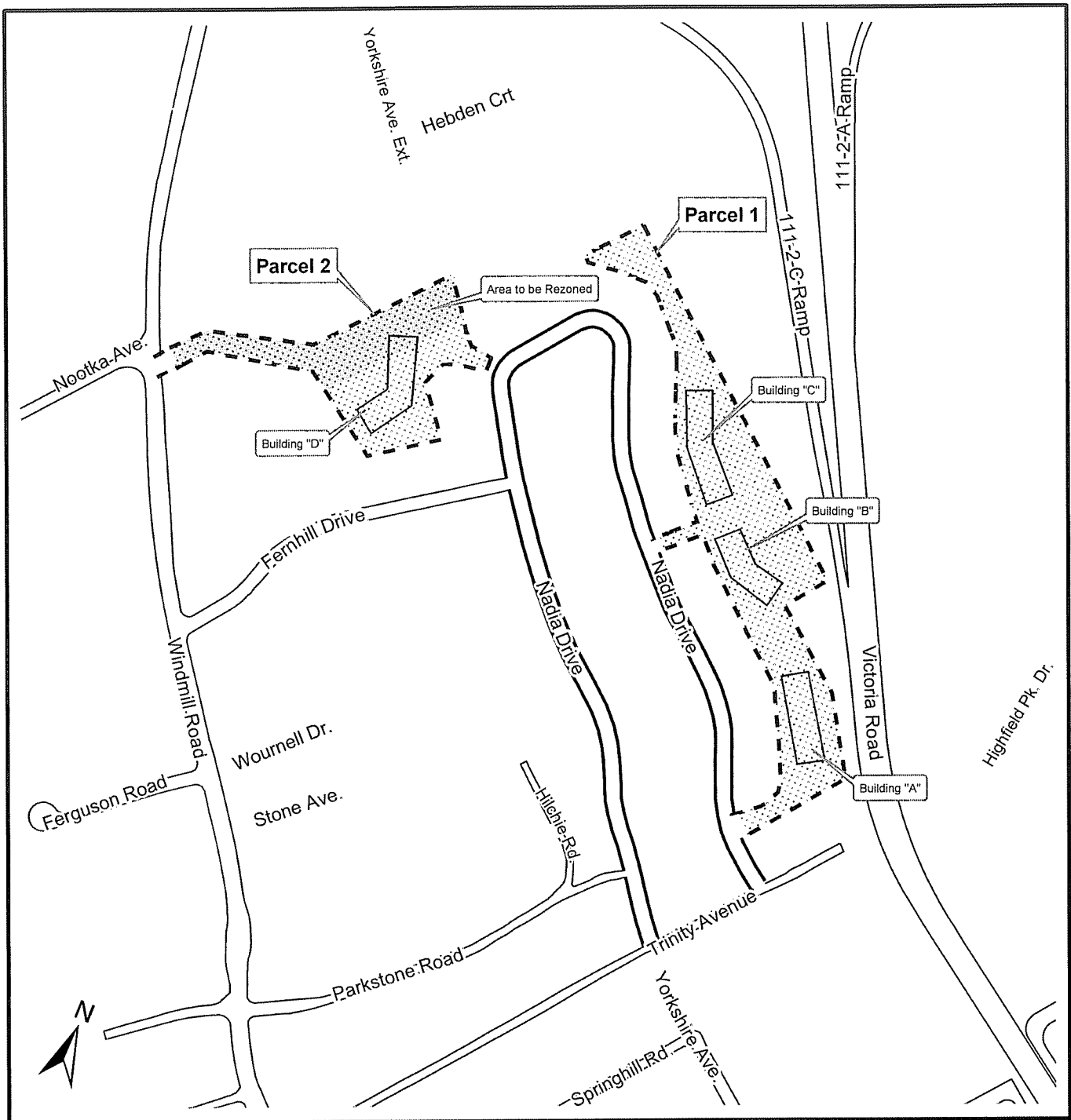
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 Multiple Family Residential
- C-2 General Business
- C-3 General Business
- I-2 General Industrial
- S Institutional



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.


Dartmouth Plan Area



Map 2 Proposed Development Agreements Map

Trinity Subdivision

 Parcels 1 & 2

 Area To Be Rezoned

Dartmouth Plan Area

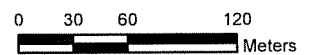
Parcel 1

Development Agreement
For Buildings "A, B, & C"

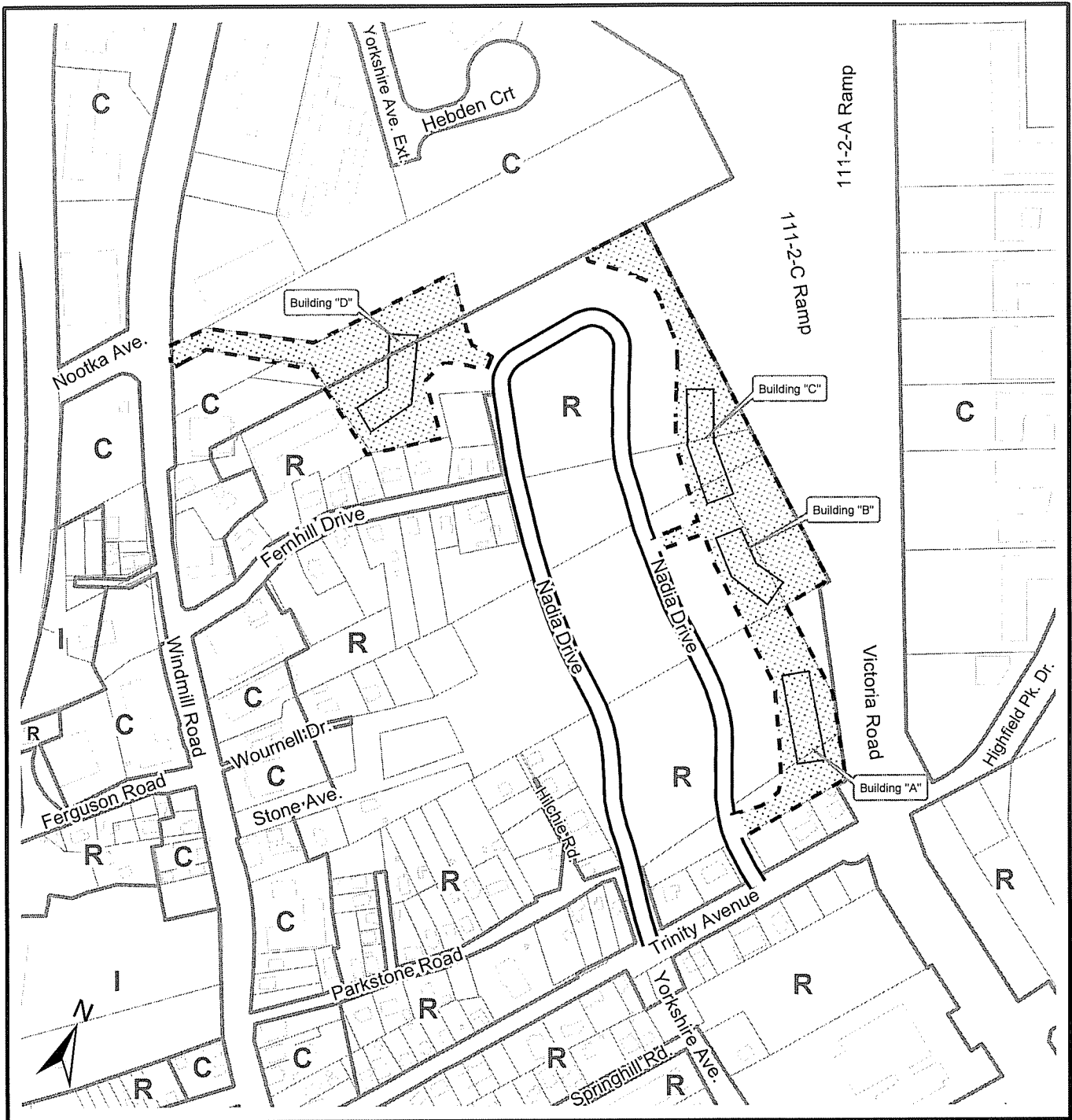
Parcel 2

Rezoning C-3 to R3

Development Agreement
For Building "D"





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



Map 3 Generalized Future Land Use Map

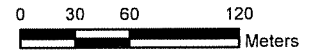
Trinity Subdivision



 Subject to Development Agreement
 Parcels 1 & 2

Designation

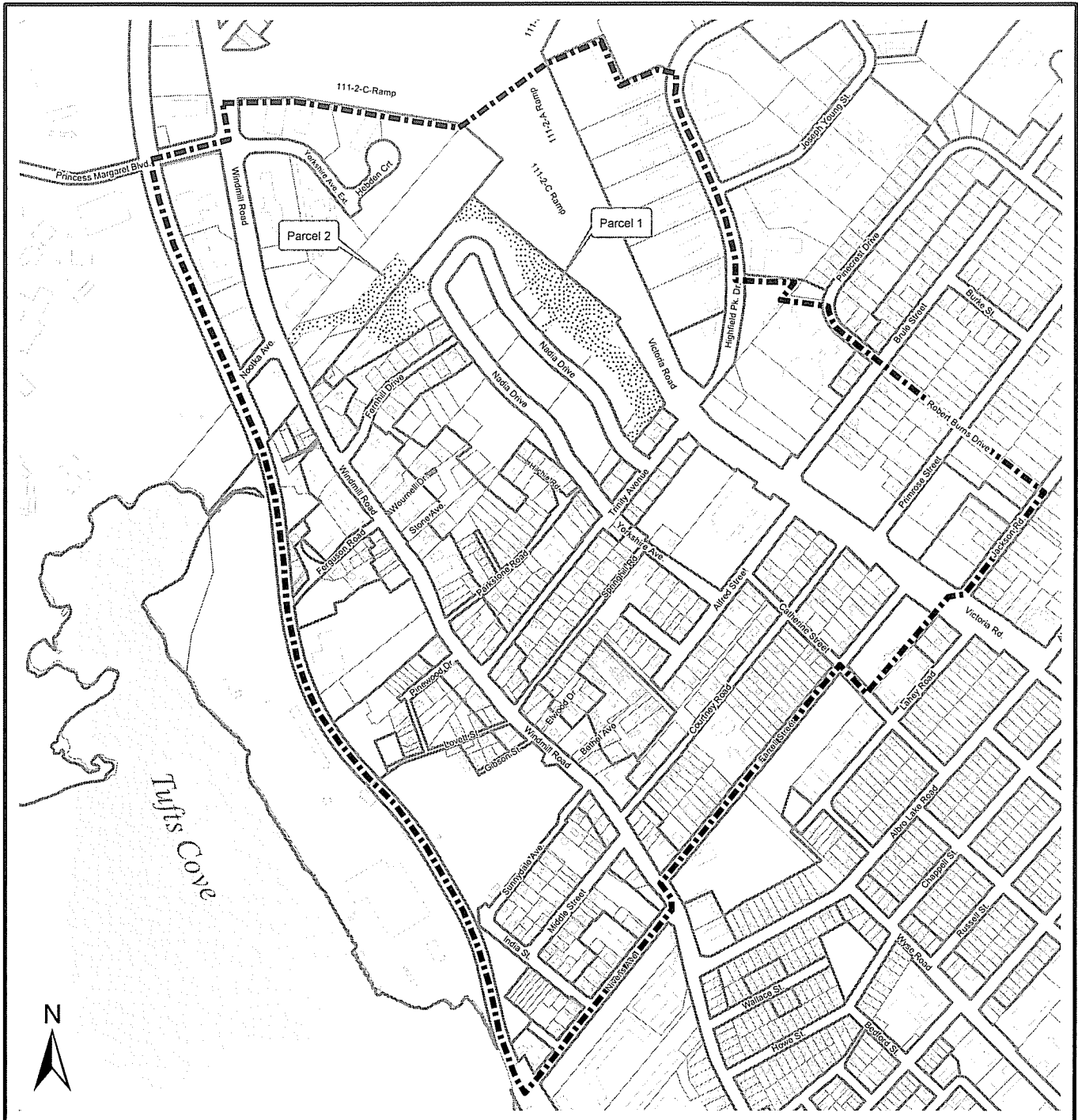
- R Residential
- C Commercial
- I Industrial



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 Municipal Planning Strategy

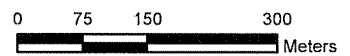


Map 4 Notification Area Map

Trinity Subdivision

-  Subject to Development Agreement
-  Proposed Area of Notification

Dartmouth Plan Area



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: Proposed Development Agreement Parcel 1

THIS AGREEMENT made this day of , 2008,

BETWEEN:

BANC PROPERTIES LIMITED

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 off Nadia Drive, Dartmouth, PID Numbers 41268608 & 41268616 and which said lands are more particularly described in Schedule A to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for three multi-unit residential buildings on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies IP-1(c) and IP-5 of the Dartmouth Municipal Planning Strategy;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Numbers 01009 and 01010;

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 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 Dartmouth Land Use By-law and the Subdivision By-law.

2.1.1 ASSISTED LIVING FACILITY means a building or place or part of a building in which accommodation, nursing and/or personal care is provided or is made available for persons with health related issues, and may include facilities which are licensed by the Homes for Special Care Act, or by any other provincial legislation, but does not include any public or private hospitals.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, generally conform with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Numbers 01009 and 01010.

The schedules are:

Schedule A:	Legal Description of the Lands
Schedule B:	Site Plan
Schedules C-1A, C-1B, C-1C:	Building "A" Elevations
C-2A, C-2B, C-2C:	Building "B" Elevations
C-3A, C-3B, C-3C:	Building "C" Elevations
Schedules D-1, D-2 & D-3:	Typical Floor Plan Buildings "A", "B" & "C"
Schedule E:	Landscaping Plan Buildings "A", "B" & "C"

3.2 Subdivision of the Lands

Unless otherwise acceptable to the Development Officer, subdivision applications may be submitted to the Development Officer in accordance with Schedule B of this Agreement and the Development Officer may grant subdivision approval for the phase for which approval is sought, subject to and in accordance with the following terms and conditions:

- (a) Vehicular access to the proposed lots be provided from Nadia Drive;
- (b) Buildings B & C shall be serviced via a shared access driveway; and
- (c) Buildings B & C shall be serviced with separate services to the mains in Nadia Drive.

3.3 Requirements Prior to Permit Approvals

3.3.1 Prior to the issuance of a Construction Permit, the Developer shall post securities in accordance with Section 5.3 of this Agreement to the satisfaction of the Development Engineer.

3.3.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

- (a) Lighting Plan in accordance with Section 3.7 of this Agreement; and
- (b) Landscaping Plan in accordance with Section 3.8 of this Agreement.

3.3.3 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer pursuant to this Agreement:

- (a) Written confirmation from the Development Engineer indicating compliance with Section 4 "Streets and Municipal Services" of this Agreement;

- (b) Certification from a qualified Professional Engineer that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.2 of this Agreement;
- (c) Certification from a qualified Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to Section 5.1 of this Agreement;
- (d) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to Section 3.8 of this Agreement; and
- (e) Certification from a qualified professional indicating that the Developer has complied with the Lighting Plan required pursuant to Section 3.7 of this Agreement;

3.3.4 Further to subsection 3.3.3, 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.

3.4 General Description of Land Use

The use(s) of the Lands permitted by this Agreement are the following:

- (a) A 45 unit residential building (Building "A") as per Schedule B and in accordance with the provisions of this Agreement;
- (b) A 39 unit residential building (Building "B") as per Schedule B and in accordance with the provisions of this Agreement;
- (c) A 60 unit residential building (Building "C") as per Schedule B and in accordance with the provisions of this Agreement;
- (d) An Assisted Living Facility can occupy part or the entire floor area of either Building "B" and/or "C" limited to the respective maximum dwelling units per building as per Schedule B and in accordance with the provisions of this Agreement.

3.5 Siting and Architectural Requirements

General Requirements and Siting

3.5.1 The Developer agrees that the buildings constructed on the Lands shall comply with the provisions of this section and as generally illustrated on the Schedules.

Functional Elements:

3.5.2 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.

Facades:

3.5.3 All building elevations shall exhibit a facade that through a combination of architectural features provides for a variation between buildings.

- (a) Exterior finish materials to include traditional clay brick, fibre cement panel curtain walls, EIFS, and manufactured stone masonry concrete.
- (b) All balconies shall be enclosed by transparent railings consisting of glass, or similar transparent material.

Roof:

3.5.4 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.5.5 A minimum of three rooftop parapets shall be installed on the front and rear elevations of Buildings "A", "B" and "C". Parapets shall be complementary to the architecture of the respective buildings and are intended to provide a visual interruption of the roofline for the purpose of creating the appearance of a reduced building mass.

Minor Changes:

3.5.6 The Developer shall be entitled to minor modifications to the architectural requirements of this section and the elevations attached as Schedule C-1A, C-1B, C-1C, C-2A, C-2B, C-2C, C-3A, C-3B, and C-3C provided the changes are minor in nature, in the opinion of the Development Officer, and serve to further the intent of this Agreement.

3.6 Parking, Circulation and Access

3.6.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedule B. The Developer agrees that all parking areas, driveways, circulation aisles and pathways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer.

3.6.2 The minimum number of vehicle and bicycle parking spaces per building shall be in conformance with the parking requirements of the Dartmouth Land Use By-law, except that off-site parking shall not be used to satisfy the parking requirements.

3.6.3 The Development Officer may approve, upon application by the Developer, changes to the number of parking spaces, and the parking and circulation layout illustrated on Schedule B, provided that, in the opinion of the Development Officer, such changes are minor in nature and further the intent of this Agreement.

3.7 Lighting

- 3.7.1 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.7.2 Prior to the issuance of a Construction Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer. 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, other devices; and
 - (b) Contain sufficient detail to enable the Development Officer to ensure compliance with the requirements of this Agreement.

3.8 Landscaping

Landscaping Plan

- 3.8.1 Prior to the issuance of a Construction Permit, the Developer agrees to submit a Landscaping Plan to the Development Officer, which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscaping Plan as shown on Schedule E. The Landscaping Plan shall be prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects).

Landscaping Details:

- 3.8.2 Planting details for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.8.3 No landscaping greater than 0.6 metres (2 feet) in height shall be permitted within the daylight triangle where a private driveway intersects a public street.

Fencing

- 3.8.4 The Developer shall provide a solid opaque privacy fence a minimum of five feet in height, but no greater than six feet in height above grade between the proposed surface parking lot and drive aisle of Building "A" and the abutting residential properties located on Trinity Avenue. The fencing shall be located in such a manner so as to deter and prevent passage of pedestrians from accessing the Victoria Road right-of-way and Trinity Avenue.

Private Walkways

- 3.8.5 Walkways shall be located as shown on Schedule B and composed of hard surface material(s) suitable for year round use and maintenance and shall be constructed in accordance with HRM specifications as approved by the Development Officer.
- (a) Every effort should be made to reduce pedestrian and vehicle conflict in the design of the walkway system.

- (b) Walkways should be designed to barrier free standards where possible.

Compliance with Landscaping Plan:

- 3.8.6 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 has been completed according to the terms of this Agreement.
- 3.8.7 Notwithstanding subsection 3.8.6, the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this Section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 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.

3.10 Construction/Sales Trailer

A trailer shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sales of the development in accordance with this Agreement. The trailer shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall conform to the 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 internal circulation network, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.2 Off-Site and On-Site Disturbance

Any disturbance to existing off-site infrastructure and to Municipally owned underground services on-site, resulting from the development, including but not limited to, streets,

sidewalks, curbs and gutters, street trees, landscaped areas, and sewer, water and stormwater infrastructure and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Underground Services

All secondary electrical, telephone and cable service to the proposed development shall be underground installation.

4.4 Outstanding Site Work

Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first occupancy permit) may be permitted. Such securities shall consist of a security deposit in the amount of 120 per cent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed.

4.5 Municipal Water Distribution and Sanitary Sewers

4.5.1 The water distribution system shall be designed and constructed in accordance with the requirements of the Halifax Regional Water Commission.

4.5.2 The sanitary sewer system shall conform with the standards of the Municipal Service Systems Specifications Manual, unless otherwise acceptable to the Development Engineer.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plan

5.1.1 The Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourses and man made systems during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development unless otherwise acceptable to the Development Engineer. The Stormwater Management Plan shall conform with the requirements of the Municipal Service Systems Specifications Manual and the Nova Scotia Department of Environment and Labour.

5.1.2 The Developer agrees, at its own expense, where any stormwater treatment chambers or devices are provided, such devices shall be maintained in accordance with the manufacturer's specifications until or unless such time as the warranty period expires and such devices are the ownership of the Municipality.

5.2 Erosion and Sedimentation Control Plan

5.2.1 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan based on the attached Schedules. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of Environment and Labour. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

5.2.2 Prior to the commencement of onsite work on the Lands, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer, a detailed Site Grading Plan for the Lands based on the attached Schedules. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in this Agreement.

5.3 Securities - Environmental Protection

Prior to the issuance of a Construction Permit the Developer shall post security in the amount of \$10,000 per phase to ensure that all environmental protection measures are properly implemented and maintained. 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 Erosion and Sedimentation Control measures to the satisfaction of the Development Officer, in consultation with the Development Engineer the security shall be cashed and deposited to the Municipality.

5.4 Failure to conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Sections 4 and 5, 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.

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 8.3.1 of this Agreement;
- (b) The granting of an extension to length of time for the completion of the development as identified in Section 8.3.2 of this Agreement;

In considering the approval of a non-substantive amendment under Section 6.2, property owners within 500 feet of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 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 one day of receiving such a request.

7.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 15 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:

- (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 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;
- (c) the Municipality may by discharge this Agreement by Resolution, 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
- (d) 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.

7.3 Environmental Protection

In matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under this Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of 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 of the lands, 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 a Construction Permit has not been issued for any building 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 written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 If the Developer fails to complete the development, or after 10 years 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.

8.4 Completion of development

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

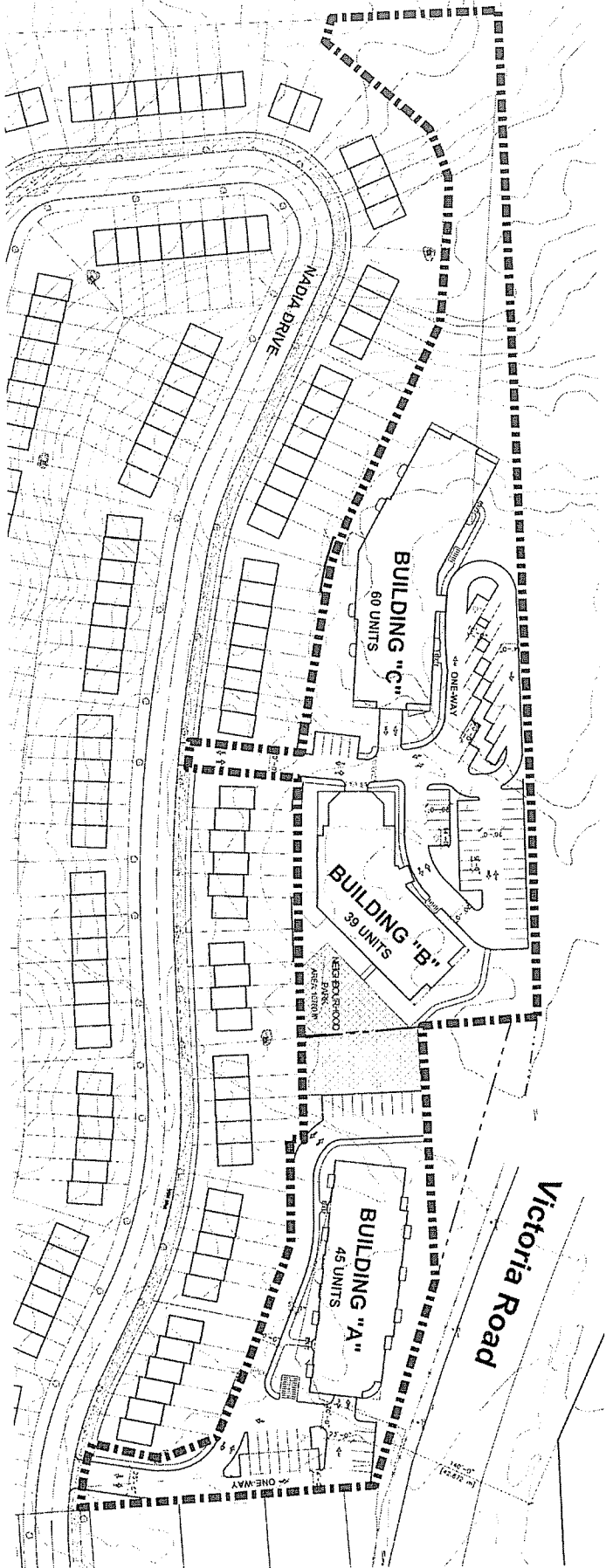
- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or

(c) discharge this Agreement on the condition that for those portions of the development that are 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) BANC PROPERTIES LIMITED
in the presence of)
) Per: _____
)
)

SEALD, DELIVERED AND)
ATTESTED to by the proper)
signing officers of Halifax Regional) HALIFAX REGIONAL MUNICIPALITY
Municipality duly authorized)
in that behalf in the presence) Per: _____
of) MAYOR
)
) Per: _____
) MUNICIPAL CLERK
)




Schedule B

Site Plan

Trinity Subdivision

HRM does not guarantee the accuracy of any base map information on this map.

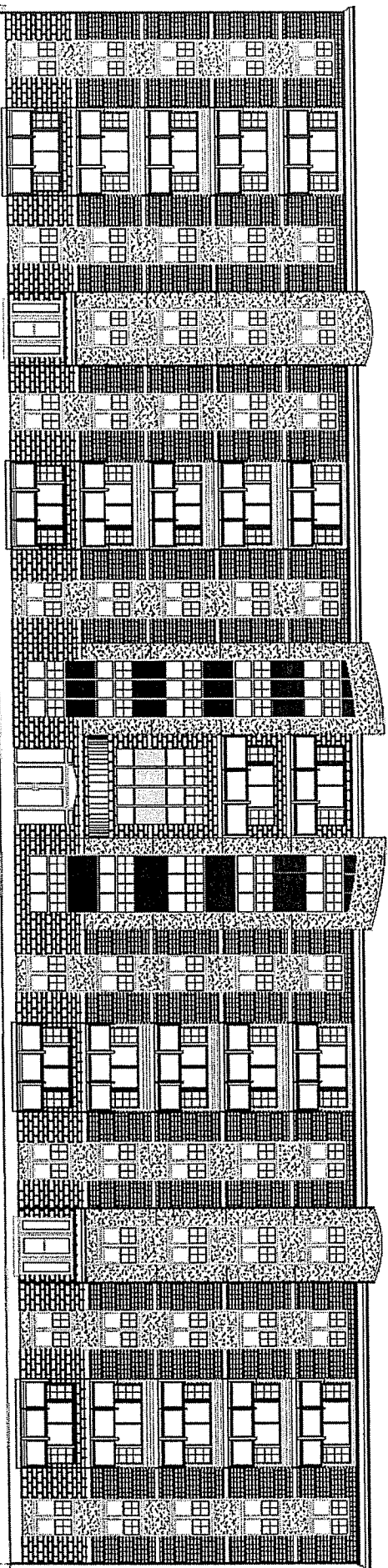
 Boundary of Parcel 1



March 17, 2008

Case 01009 & 01010 & 01011

T:\work\planning\Holly\case_map\plcase_01009_01010\SchB.PDF (HLK)



BUILDING A - FRONT ELEVATION

Schedule C-1A Front Elevation
Building "A"

Trinity Subdivision

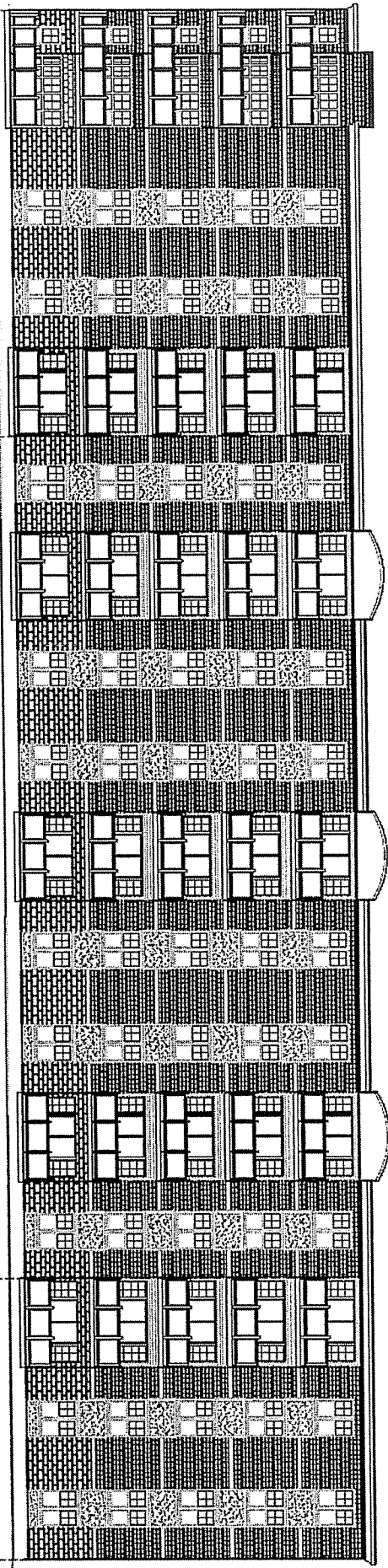
HRM does not guarantee the accuracy of any base map information on this map.

March 20, 2008

Case 01009 & 01010 & 01011

T:\work\planning\Holly\case_map\case_01009_01010\SchC1A_A.PDF (HLK)





BUILDING A, REAR ELEVATION

Schedule C-1B Rear Elevation

Building "A"

Trinity Subdivision

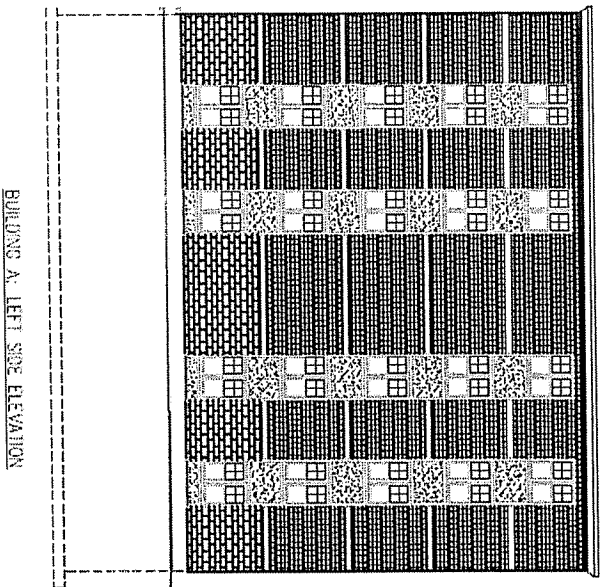
HRM does not guarantee the accuracy of any base map information on this map.

March 20, 2008

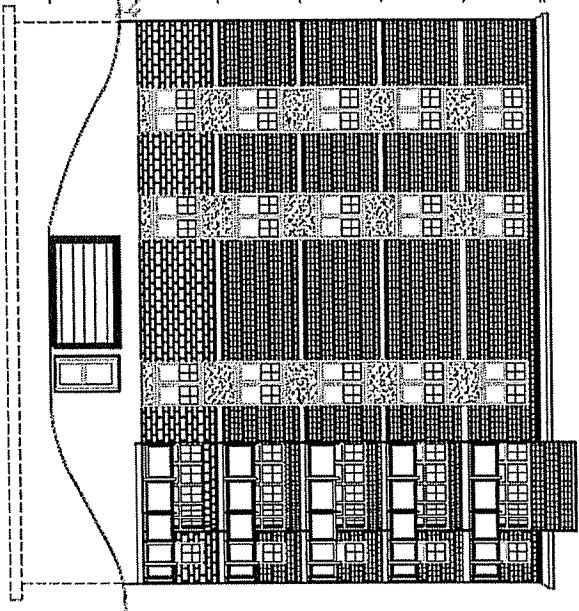
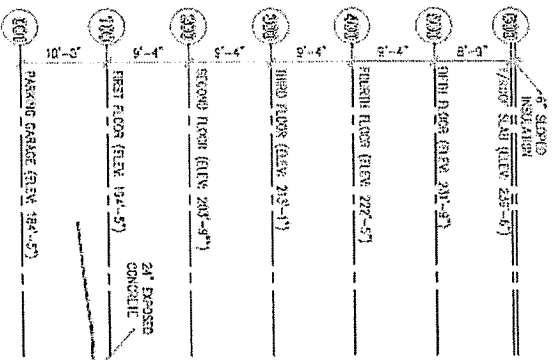
Case 01009 & 01010 & 01011

T:\work\planning\Holly\case_map\case_01009_01010\SetC1B_A.PDF (HLK)





BUILDING A, LEFT SIDE ELEVATION



BUILDING A, RIGHT SIDE ELEVATION

Schedule C-1C Side Elevations

Building "A"

Trinity Subdivision

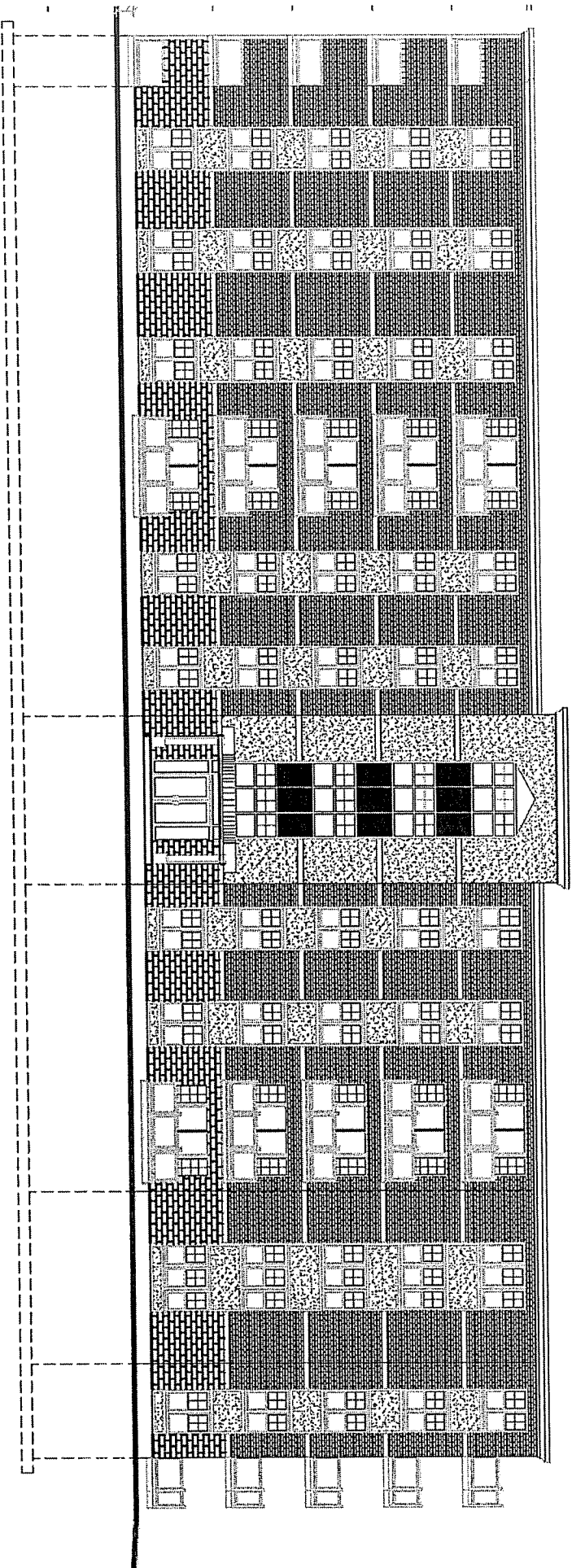
HRM does not guarantee the accuracy of any base map information on this map.

March 20, 2008

Case 01009 & 01010 & 01011

T:\work\planning\Holly\case_map\case_01009_01010\SchC1C_A.PDF (HLK)





BUILDING B - FRONT ELEVATION

Schedule C-2A Front Elevation

Building "B"

Trinity Subdivision

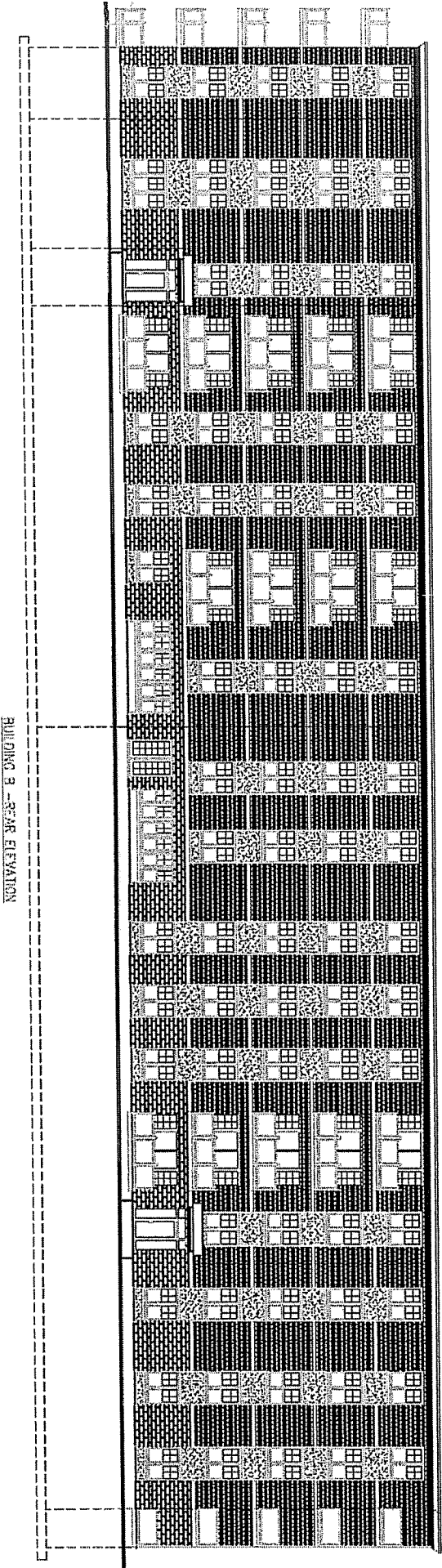
HRM does not guarantee the accuracy of any base map information on this map.

March 17, 2008

Case 01009 & 01010 & 01011

T:\work\planning\Hollycassie_map\case_01009_01010\SchC2A_B.PDF (HLK)





Schedule C-2B Rear Elevation

Building "B"

Trinity Subdivision

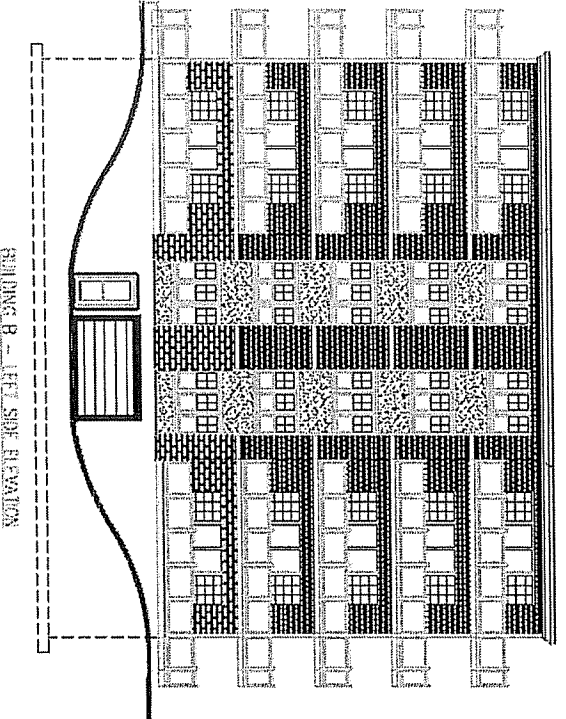
HRM does not guarantee the accuracy of any base map information on this map.

March 17, 2008

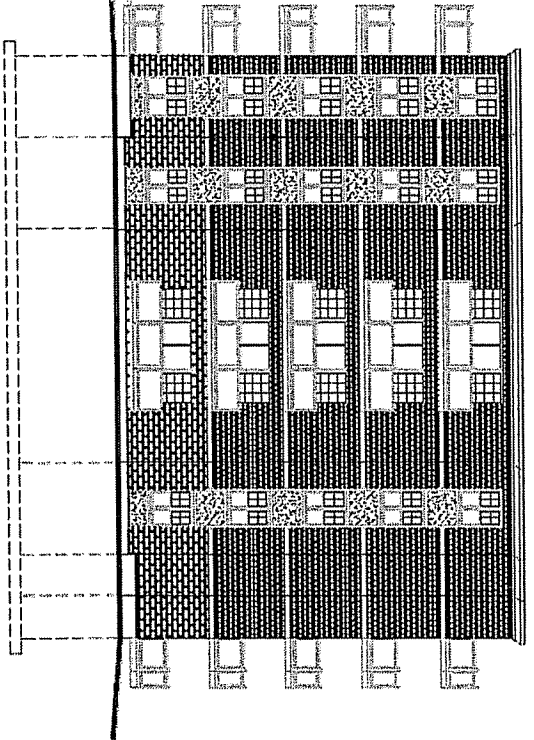
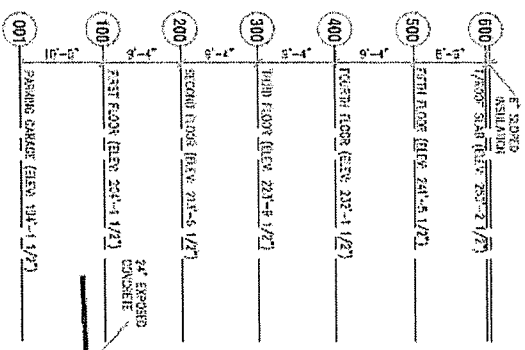
Case 01009 & 01010 & 01011

T:\work\planning\holly\case_map\case_01009_01010\schC2B_B.PDF (HLK)





BUILDING B - LEFT SIDE ELEVATION



BUILDING B - RIGHT SIDE ELEVATION

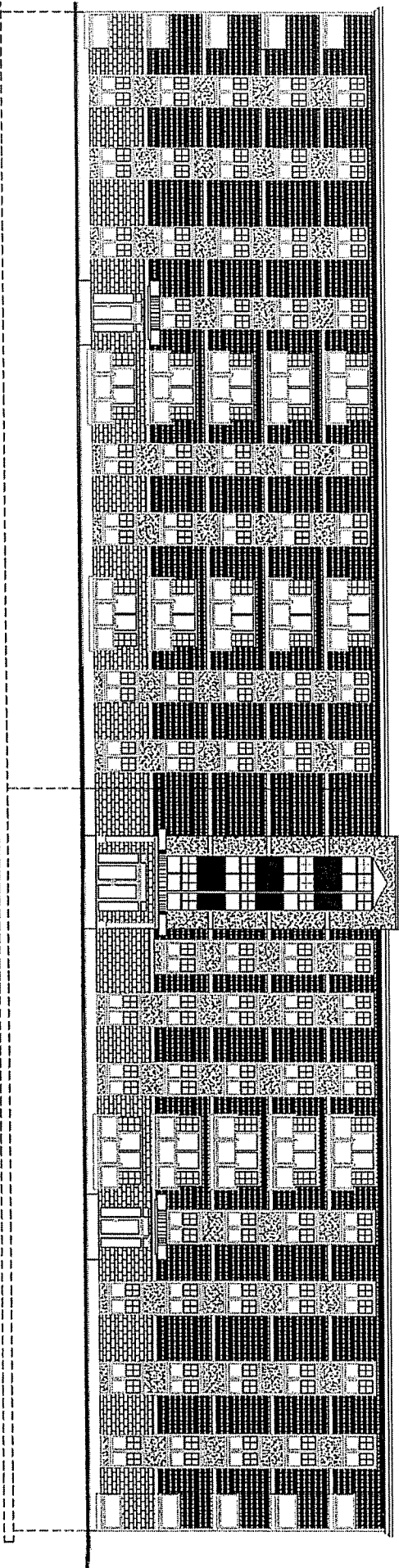
Schedule C-2C Side Elevations

Building "B"

Trinity Subdivision

HRM does not guarantee the accuracy of any base map information on this map.





BUILDING C-3A - FRONT ELEVATION

Schedule C-3A Front Elevation

Building "C"

Trinity Subdivision

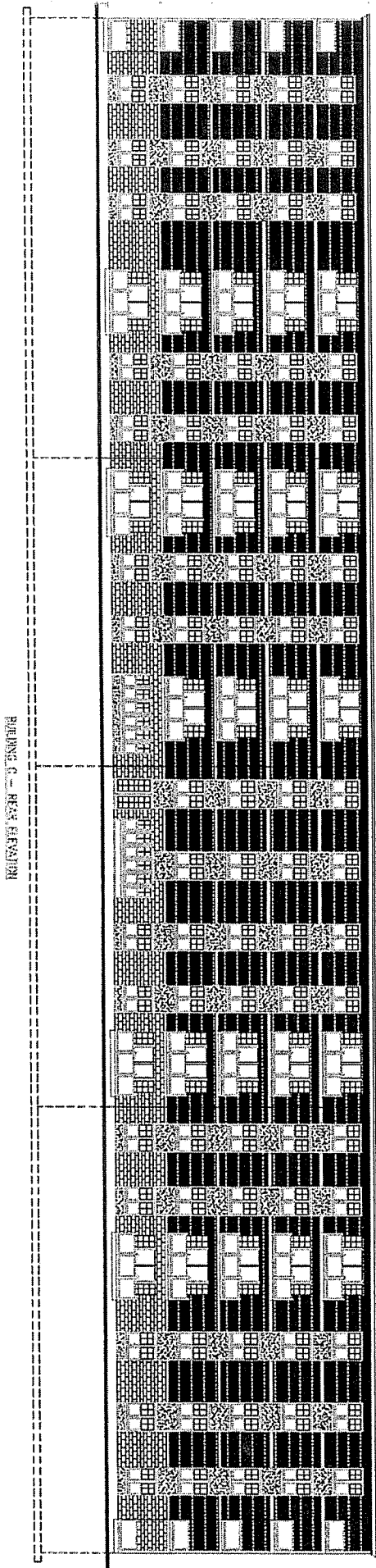
HRM does not guarantee the accuracy of any base map information on this map.

March 17, 2008

Case 01009 & 01010 & 01011

T:\work\planning\Holly\case_maps\case_01009_01010\SchC3A_C.PDF (HLK)





BUILDING C - REAR ELEVATION

Schedule C-3B Rear Elevation
Building "C"

Trinity Subdivision

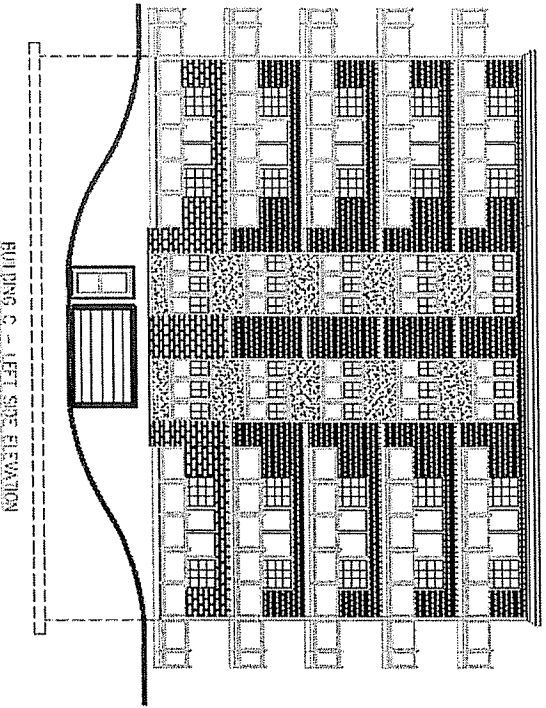
HRM does not guarantee the accuracy of any base map information on this map.

March 17, 2008

Case 01009 & 01010 & 01011

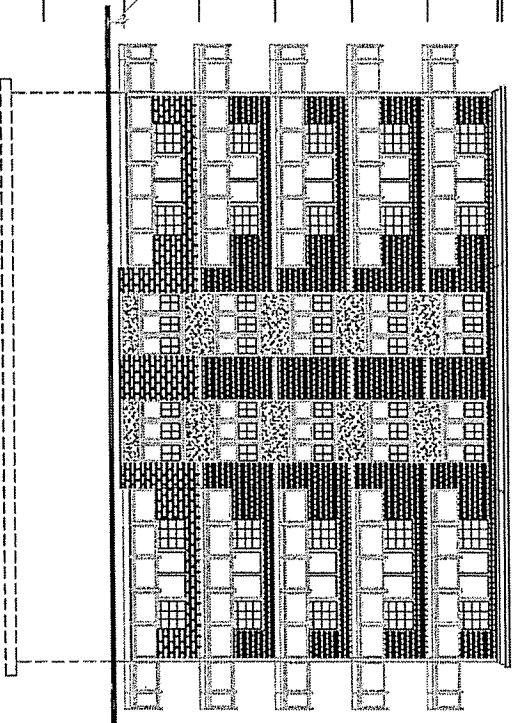
T:\work\planning\hollycase_maps\case_01009_01010\SchC3B_C.PDF (H/L/K)





BUILDING C - LEFT SIDE ELEVATION

600	6'-3"	6" STUCCO ASBESTOS FLOOR SLAB (EXR 258'-0" 3/8")
500	6'-3"	FIFTH FLOOR (EXR 247'-3" 5/8")
400	6'-3"	FOURTH FLOOR (EXR 236'-11" 5/8")
300	6'-3"	THIRD FLOOR (EXR 225'-7" 5/8")
200	6'-3"	SECOND FLOOR (EXR 214'-3" 5/8") 2" EXPOSED CONCRETE
100	6'-3"	FIRST FLOOR (EXR 203'-11" 5/8")
000	6'-3"	PARKING GARAGE (EXR 192'-11" 5/8")

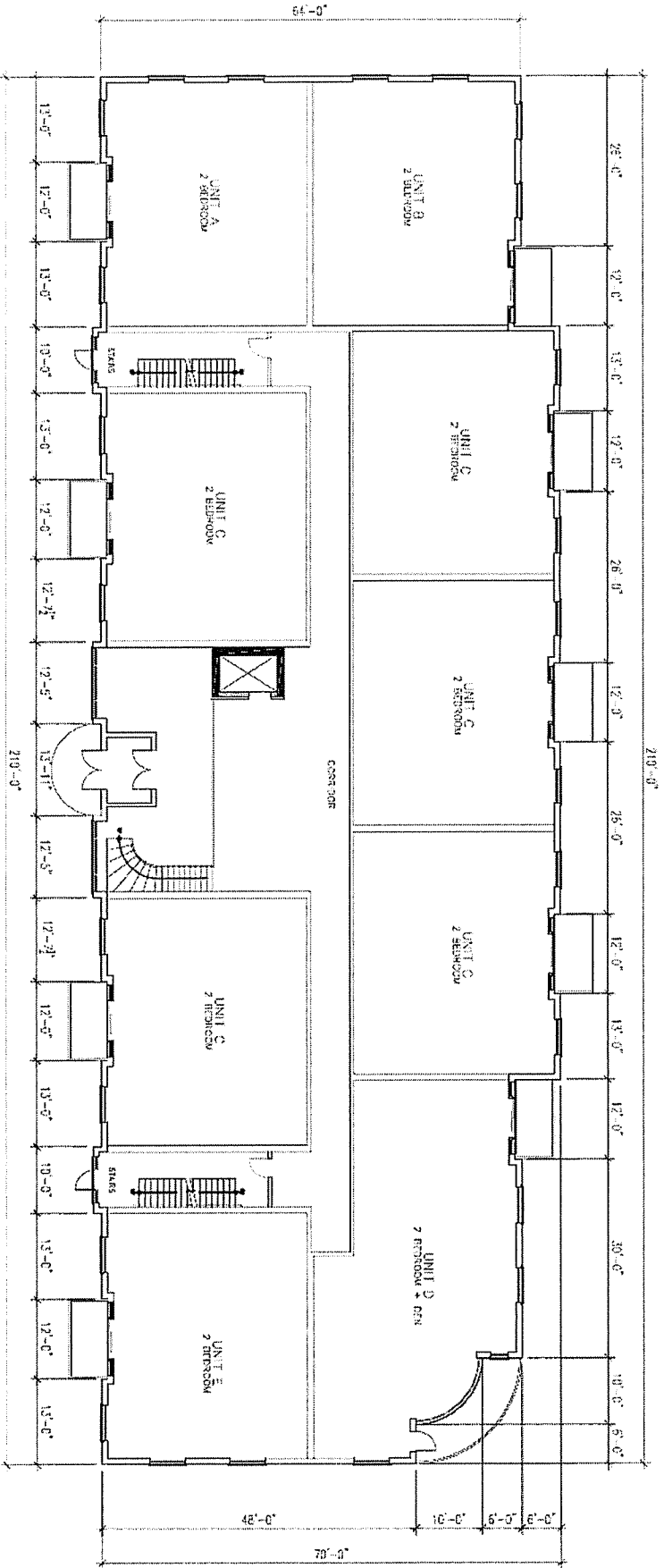


BUILDING C - RIGHT SIDE ELEVATION

Schedule C-3C Side Elevations
Building "C"

Trinity Subdivision

HRM does not guarantee the accuracy of any base map information on this map.



BUILDING A: TYPICAL FLOOR PLAN

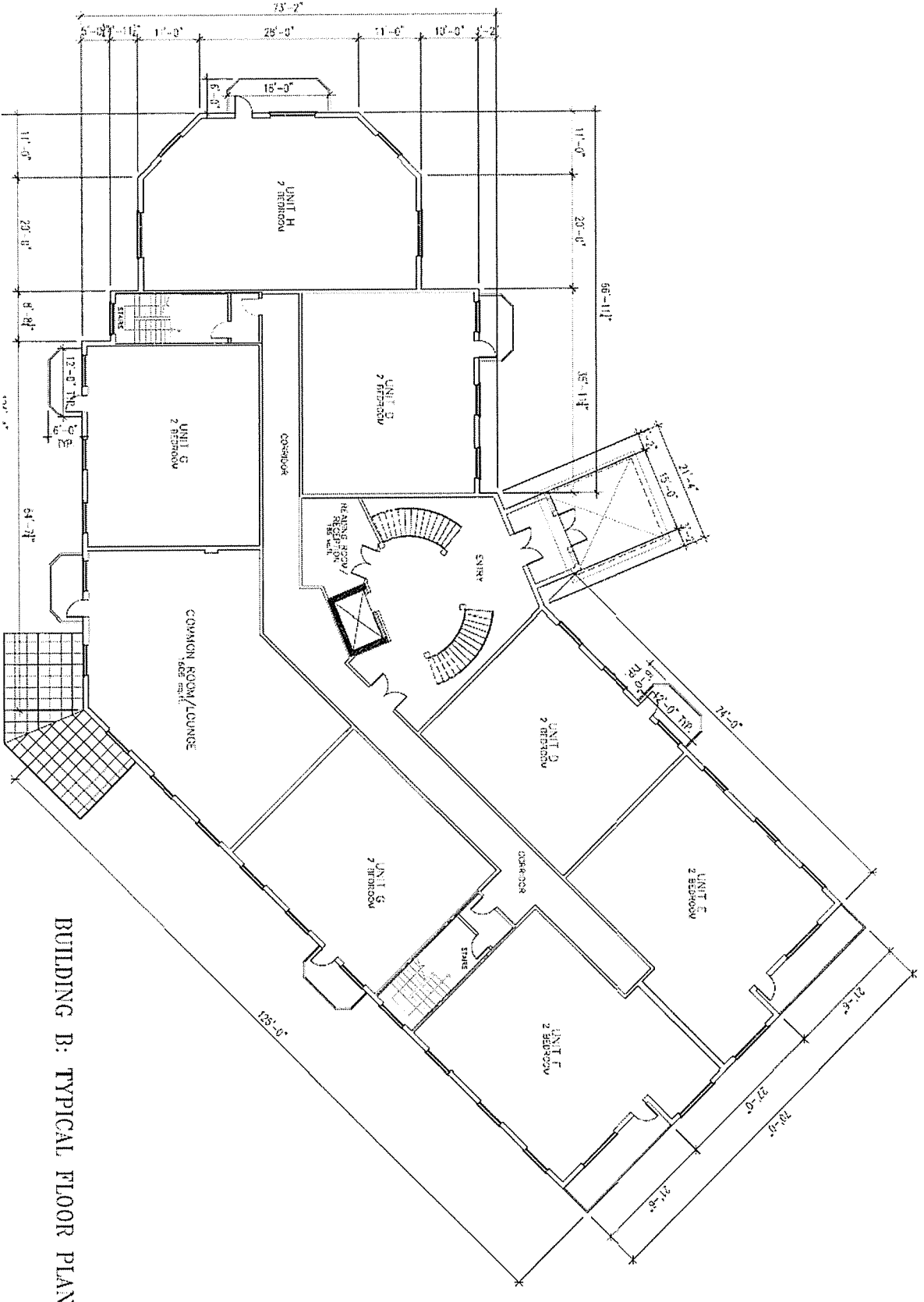
Schedule D-1 Typical Floor Plan

Building "A"

Trinity Subdivision

HRM does not guarantee the accuracy of any base map information on this map.





BUILDING B: TYPICAL FLOOR PLAN

Schedule D-2 Typical Floor Plan
Building "B"

Trinity Subdivision

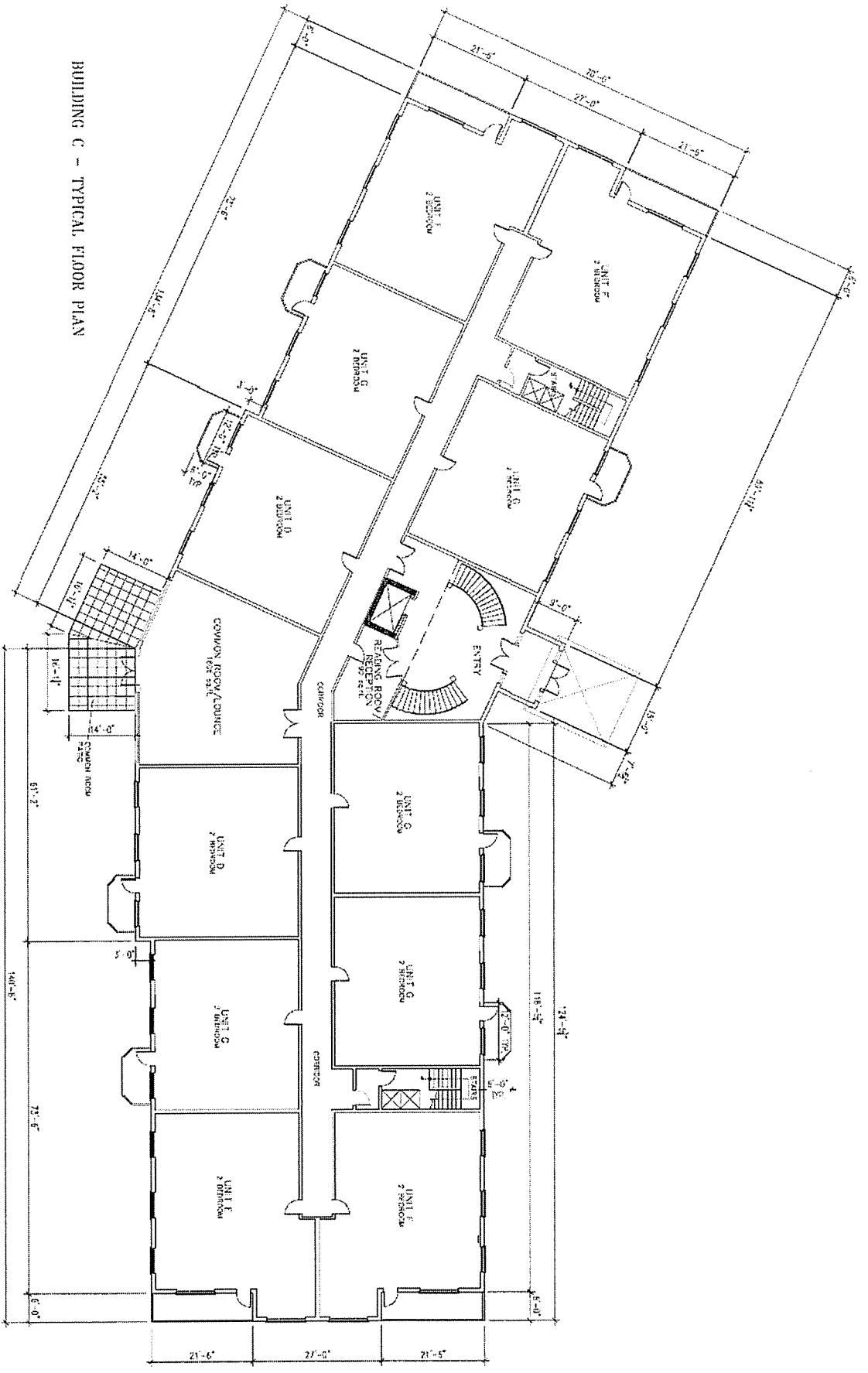
HRM does not guarantee the accuracy of any base map information on this map.

March 17, 2008

Case 01009 & 01010 & 01011

T:\work\planning\holly\case_maps\case_01009_01010\Scd2_B.PDF (HLK)





BUILDING C - TYPICAL FLOOR PLAN

Schedule D-3 Typical Floor Plan
 Building "C"

Trinity Subdivision

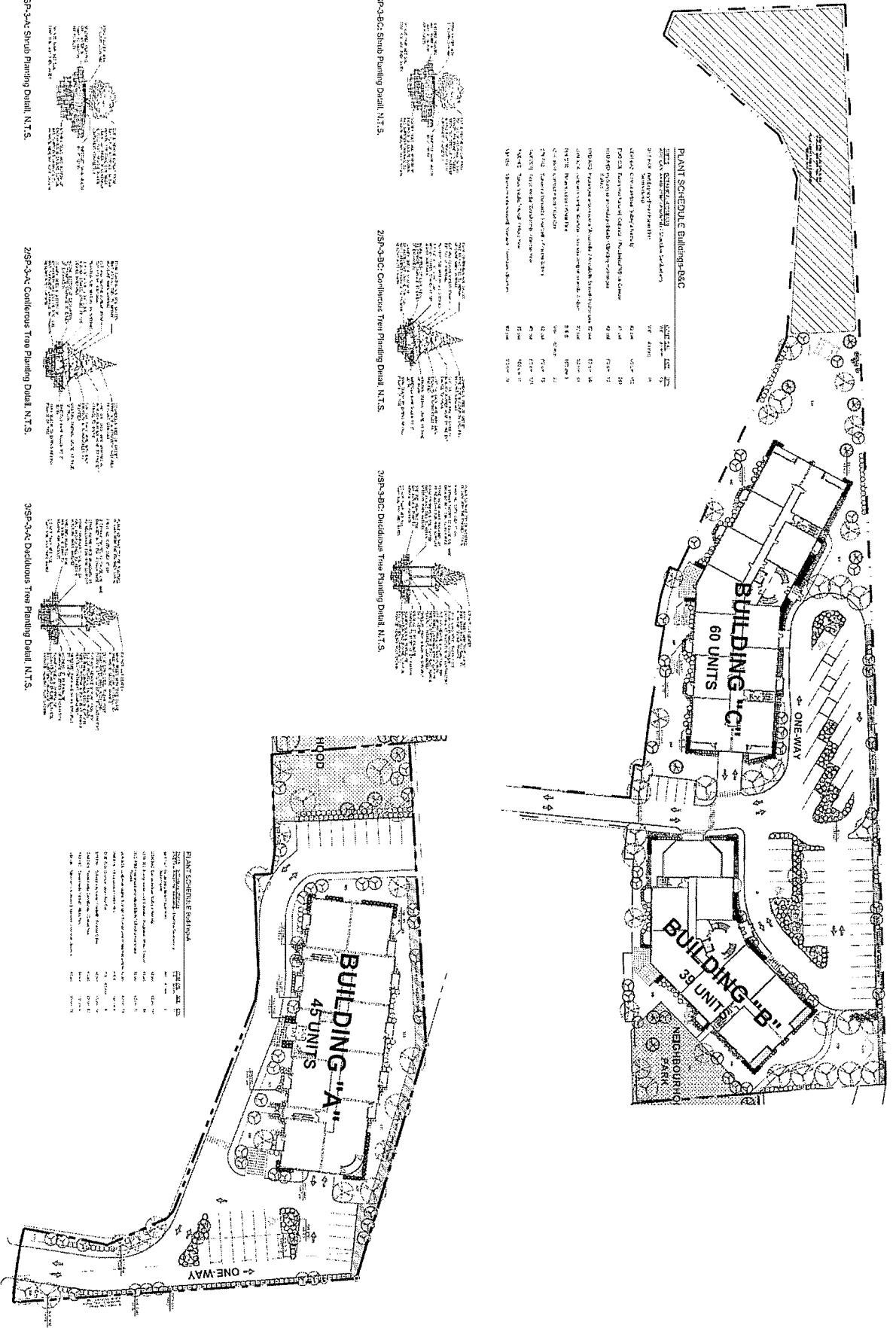
HRM does not guarantee the accuracy of any base map information on this map.

March 17, 2008

Case 01009 & 01010 & 01011

T:\work\blanning\holly\case_map\case_01009_01010\SCHD3_C.PDF (HLK)





**Schedule E Landscaping Plan
Buildings "A" & "B" & "C"**

Trinity Subdivision

HRM does not guarantee the accuracy of any base map information on this map.



March 17, 2008

Case 01009 & 01010 & 01011

T:\work\planning\hollycase_mapscase_01009_01010\SCHE_ABC.PDF (HLK)

Attachment B:Amendment to the Land Use By-law for Dartmouth

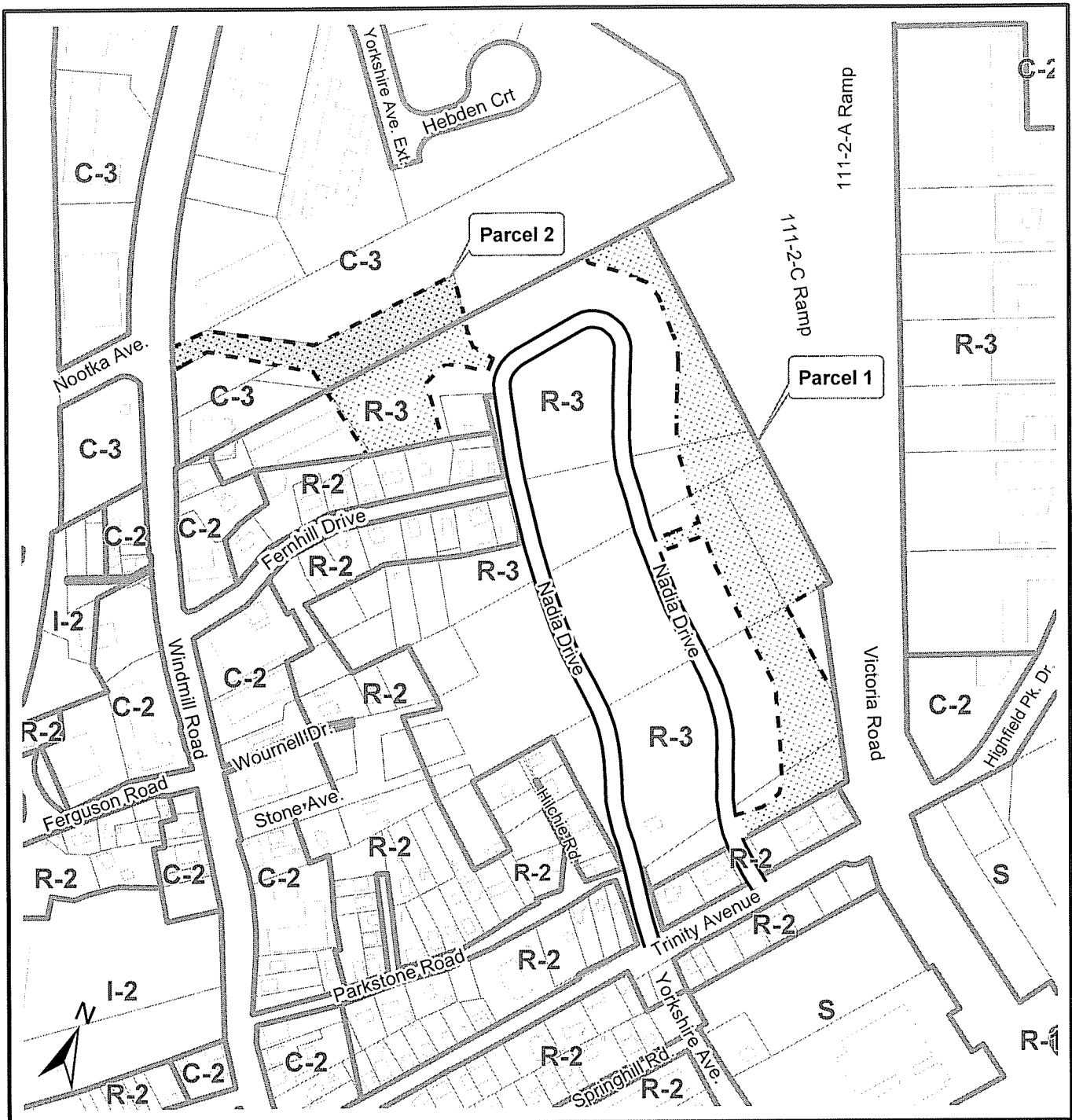
BE IT ENACTED by the Harbour East Community Council of the Halifax Regional Municipality that the Dartmouth Land Use By-law, is further amended as follows:

1. The Zoning Map of the Land Use By-law for Dartmouth shall be amended as shown in Map 1.

I HEREBY CERTIFY that the amendment to the Land Use By-law for Dartmouth as set out above, was passed by a majority vote of the Harbour East Community Council of the Halifax Regional Municipality at a meeting held on the ____ day of _____, 2008



GIVEN under the hands of the Municipal Clerk and under the Corporate Seal of the Halifax Regional Municipality this ___ day of _____, 2008

Julia Horncastle
Acting Municipal Clerk



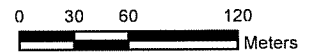
Map 1 Location and Zoning Map

Trinity Subdivision

-  Subject to Development Agreement
-  Rezone from C-3 to R-3

Zone

- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 Multiple Family Residential
- C-2 General Business
- C-3 General Business
- I-2 General Industrial
- S Institutional



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

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 Dartmouth Land Use By-law and the Subdivision By-law.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, generally conform with the Schedules attached to this Agreement

and the plans filed in the Halifax Regional Municipality as Case Number 01011.

The schedules are:

Schedule A:	Legal Description of the Lands
Schedule B:	Site Plan
Schedule C & C-1:	Building Elevations
Schedule D:	Typical Floor Plan
Schedule E:	Landscaping Plan

3.2 Requirements Prior to Permit Approvals

3.2.1 Prior to the issuance of a Construction Permit, the Developer shall post securities in accordance with Section 5.3 of this Agreement to the satisfaction of the Development Engineer.

3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

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

3.2.3 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer pursuant to this Agreement:

- (a) Written confirmation from the Development Engineer indicating compliance with Part 4 "Streets and Municipal Services" of this Agreement;
- (b) Certification from a qualified Professional Engineer that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.2 of this Agreement;
- (c) Certification from a qualified Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to Section 5.1 of this Agreement;
- (d) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to Section 3.7 of this Agreement; and
- (e) Certification from a qualified professional indicating that the Developer has complied with the Lighting Plan required pursuant to Section 3.6 of this Agreement.

3.2.4 Further to subsection 3.2.3, 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

The use(s) of the Lands permitted by this Agreement are the following:

- (a) An 82 unit residential building as per Schedule B and in accordance with the provisions of this Agreement;

3.4 Siting and Architectural Requirements

General Requirements and Siting

3.4.1 The Developer agrees that the building constructed on the Lands shall comply with the provisions of this section and as generally illustrated on the Schedules.

Functional Elements:

3.4.2 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.

Facades:

3.4.3 Building elevations shall exhibit a facade featuring:

- (a) Exterior finish materials to include traditional clay brick, fibre cement panel curtain walls, EIFS, and manufactured stone masonry concrete.
- (b) All balconies shall be enclosed by transparent railings consisting of glass, or similar transparent material.

Roof:

3.4.4 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

Minor Changes:

3.4.5 The Developer shall be entitled to minor modifications to the architectural requirements of this section and the elevations attached as Schedules C and C-1, provided the changes are minor in nature, in the opinion of the Development Officer, and serve to further the intent of this Agreement.

3.5 Parking, Circulation and Access

3.5.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedule B. The Developer agrees that all parking areas, driveways, circulation aisles and pathways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer.

3.5.2 The minimum number of vehicle and bicycle parking spaces per building shall be in conformance with the parking requirements of the Dartmouth Land Use By-law except that off-site parking shall not be used to satisfy the parking requirements.

3.5.3 The Development Officer may approve, upon application by the Developer, changes to the number of parking spaces, and the parking and circulation layout illustrated on Schedule B, provided that, in the opinion of the Development Officer, such changes are minor in nature and further the intent of this Agreement.

3.6 Lighting

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

3.6.2 Prior to the issuance of a Construction Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer. 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, other devices; and
- (b) Contain sufficient detail to enable the Development Officer to ensure compliance with the requirements of this Agreement.

3.7 Landscaping

Landscaping Plan

3.7.1 Prior to the issuance of a Construction Permit, the Developer agrees to submit a Landscaping Plan to the Development Officer, which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscaping Plan as shown on Schedule E. The Landscaping Plan shall be prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects).

Landscaping Details:

3.7.2 Planting details for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).

3.7.3 No landscaping greater than 0.6 metres (2 feet) in height shall be permitted within the daylight triangle where a private driveway intersects a public street.

Private Walkways

3.7.4 Walkways shall be located as shown on Schedule B and composed of hard surface material(s) suitable for year round use and maintenance and shall be constructed in accordance with HRM specifications.

- (a) Every effort should be made to reduce pedestrian and vehicle conflict in the design of the walkway system.
- (b) Walkways should be designed to barrier free standards where possible.

Compliance with Landscaping Plan:

- 3.7.5 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 has been completed according to the terms of this Agreement.
- 3.7.6 Notwithstanding subsection 3.7.5, the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this Section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.8 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the 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.

3.9 Construction/Sales Trailer

A trailer shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sales of the development in accordance with this Agreement. The construction trailer shall be removed from the Lands prior to the issuance of the Occupancy Permit.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall conform to the 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 internal circulation network, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.2 Off-Site and On-Site Disturbance

Any disturbance to existing off-site infrastructure and to Municipally owned underground services on-site, resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas, and sewer, water and stormwater infrastructure and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Underground Services

All secondary electrical, telephone and cable service to the proposed development shall be underground installation.

4.4 Outstanding Site Work

Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 120 per cent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed.

4.5 Municipal Water Distribution and Sanitary Sewers

4.5.1 The water distribution system shall be designed and constructed in accordance with the requirements of the Halifax Regional Water Commission.

4.5.2 The sanitary sewer system shall conform with the standards of the Municipal Service Systems Specifications Manual, unless otherwise acceptable to the Development Engineer.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plan

5.1.1 The Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourses and man made systems during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development unless otherwise acceptable to the Development Engineer. The Stormwater Management Plan shall conform with the requirements of the Municipal Service Systems Specifications Manual and the Nova Scotia Department of Environment and Labour.

5.1.2 The Developer agrees, at its own expense, where any stormwater treatment chambers or devices are provided, such devices shall be maintained in accordance with the manufacturer's specifications until or unless such time as the warranty period expires and such devices are the ownership of the Municipality.

5.2 Erosion and Sedimentation Control Plan

5.2.1 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan based on the attached Schedules. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of Environment and Labour. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

5.2.2 Prior to the commencement of onsite work on the Lands, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer, a detailed Site Grading Plan for the Lands based on the attached Schedules. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in this Agreement.

5.3 Securities - Environmental Protection

Prior to the issuance of a Construction Permit the Developer shall post security in the amount of \$10,000 to ensure that all environmental protection measures are properly implemented and maintained. 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 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 Erosion and Sedimentation Control measures to the satisfaction of the Development Officer, in consultation with the Development Engineer the security shall be cashed and deposited to the Municipality.

5.4 Failure to conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Parts 4 and 5, 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.

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 8.3.1 of this Agreement;
- (b) The granting of an extension to length of time for the completion of the development as identified in Section 8.3.2 of this Agreement;

In considering the approval of a non-substantive amendment under Section 6.2, property owners within 500 feet of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 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 one day of receiving such a request.

7.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 15 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:

- (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 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;
- (c) the Municipality may by discharge this Agreement by Resolution, 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
- (d) 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.

7.3 Environmental Protection

In matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under this Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of 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 of the Lands, 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 a Construction Permit has not been issued 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 written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 If the Developer fails to complete the development, or after 10 years 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.

8.4 Completion of development

Upon the completion of the 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; or

- (c) discharge this Agreement on the condition that for those portions of the development that are 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.

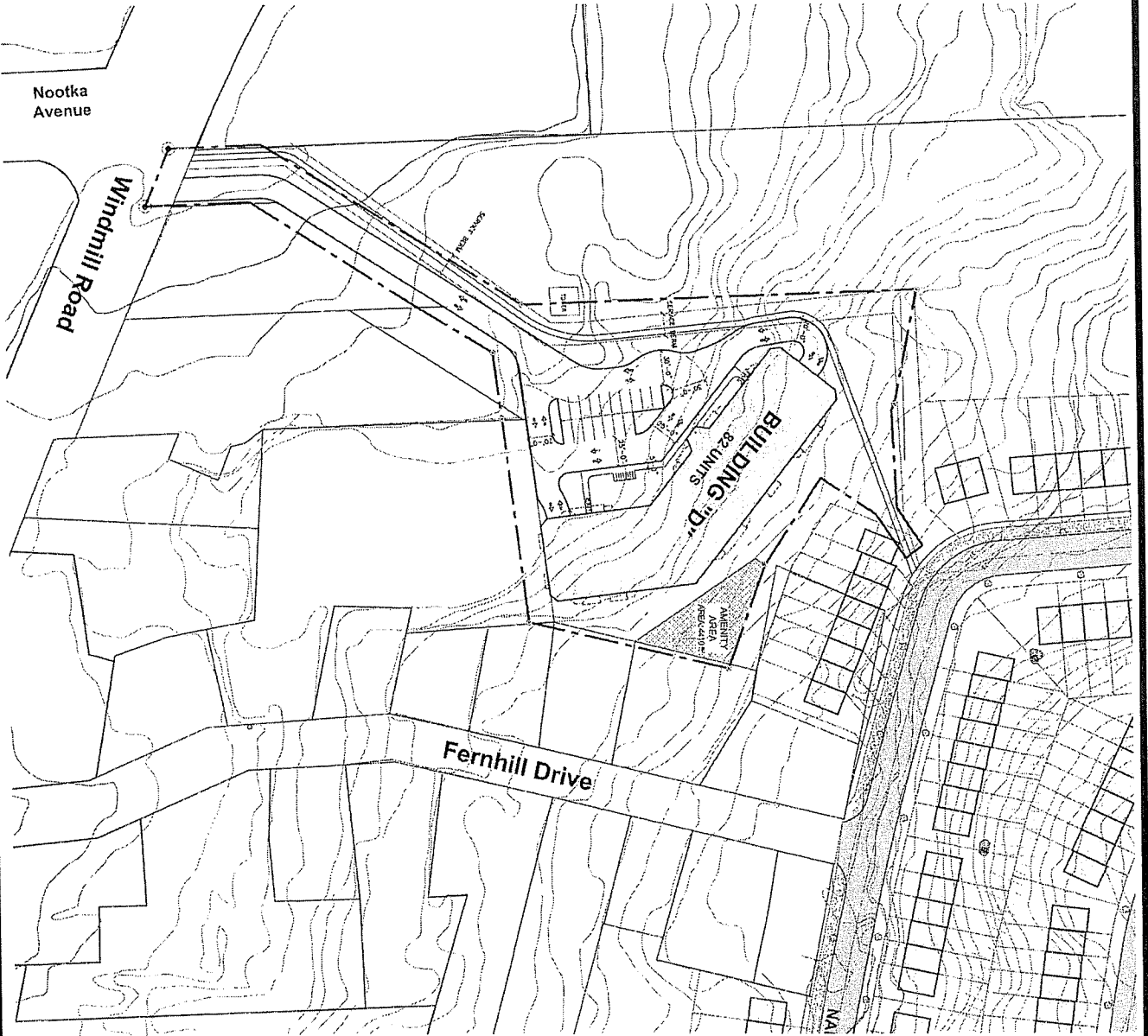
WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2008.

SIGNED, SEALED AND DELIVERED
in the presence of

) BANC PROPERTIES LIMITED
)
) 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



Schedule B

Site Plan

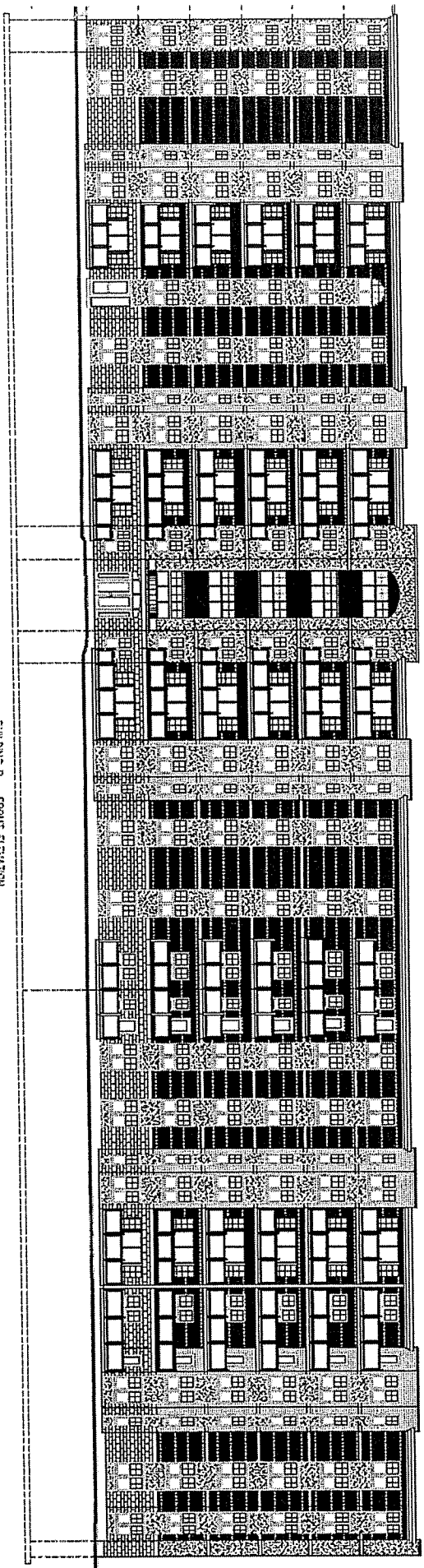
Trinity Subdivision

HRM does not guarantee the accuracy of any base map information on this map.

March 17, 2008

Case 01009 & 01010 & 01011





ROUTE 45

BUILDING D - FRONT ELEVATION

Schedule C Front Elevation
Building "D"

Trinity Subdivision

HRM does not guarantee the accuracy of any base map information on this map.

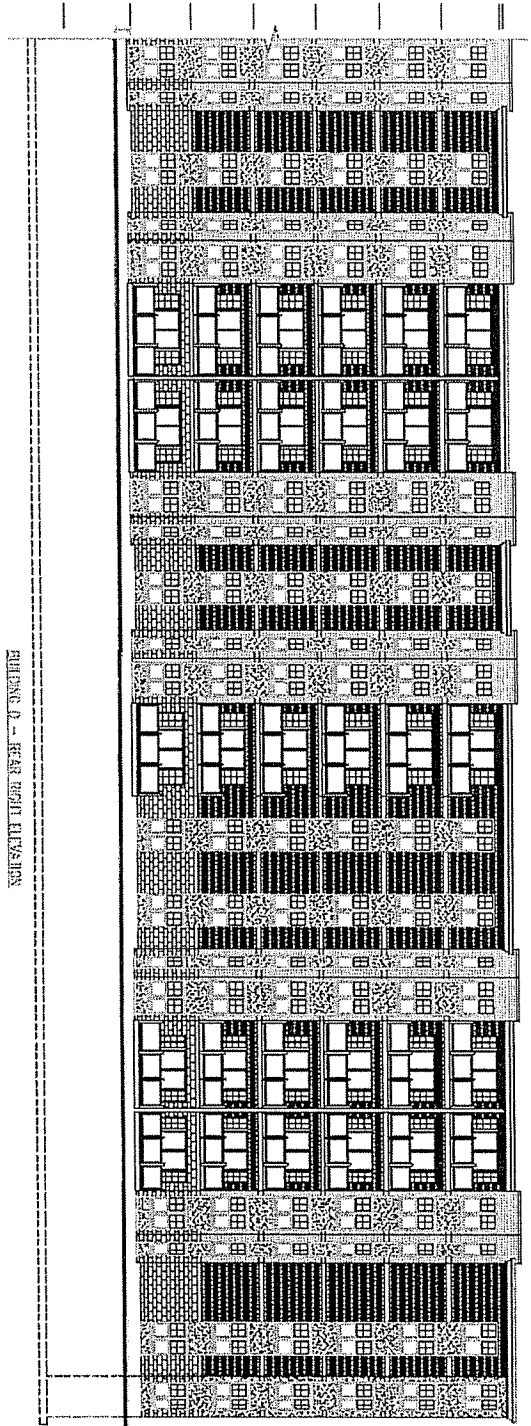
March 17, 2008

Case 01009 & 01010 & 01011

T:\work\planning\Holly\case_map\case_01009_01010\SchC_D.PDF (HLK)

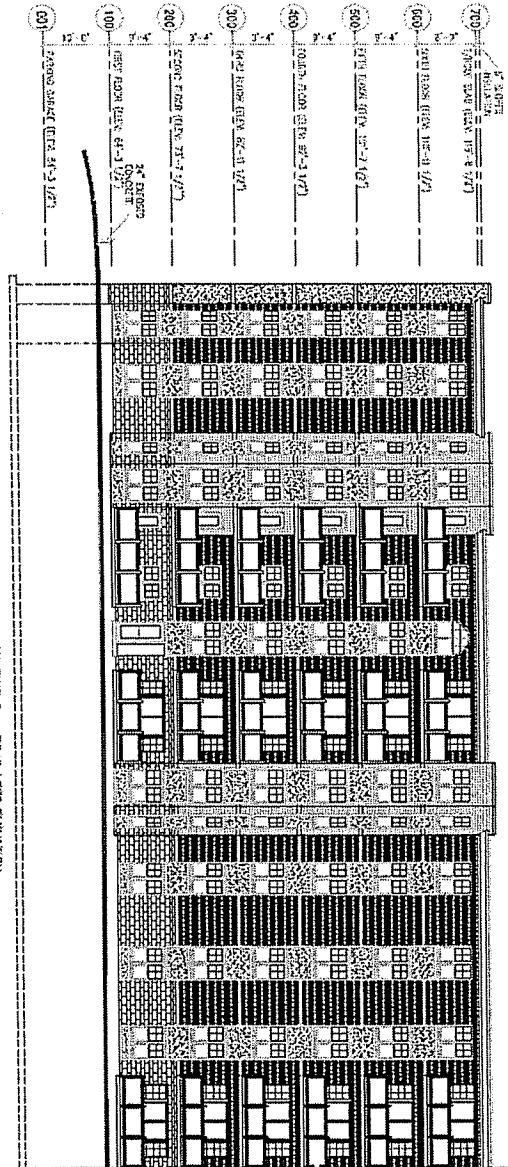


POINT 45



BUILDING D - REAR REAR ELEVATION

POINT 45



BUILDING D - REAR LEFT ELEVATION

Schedule C-1 Rear Elevations
Building "D"

Trinity Subdivision

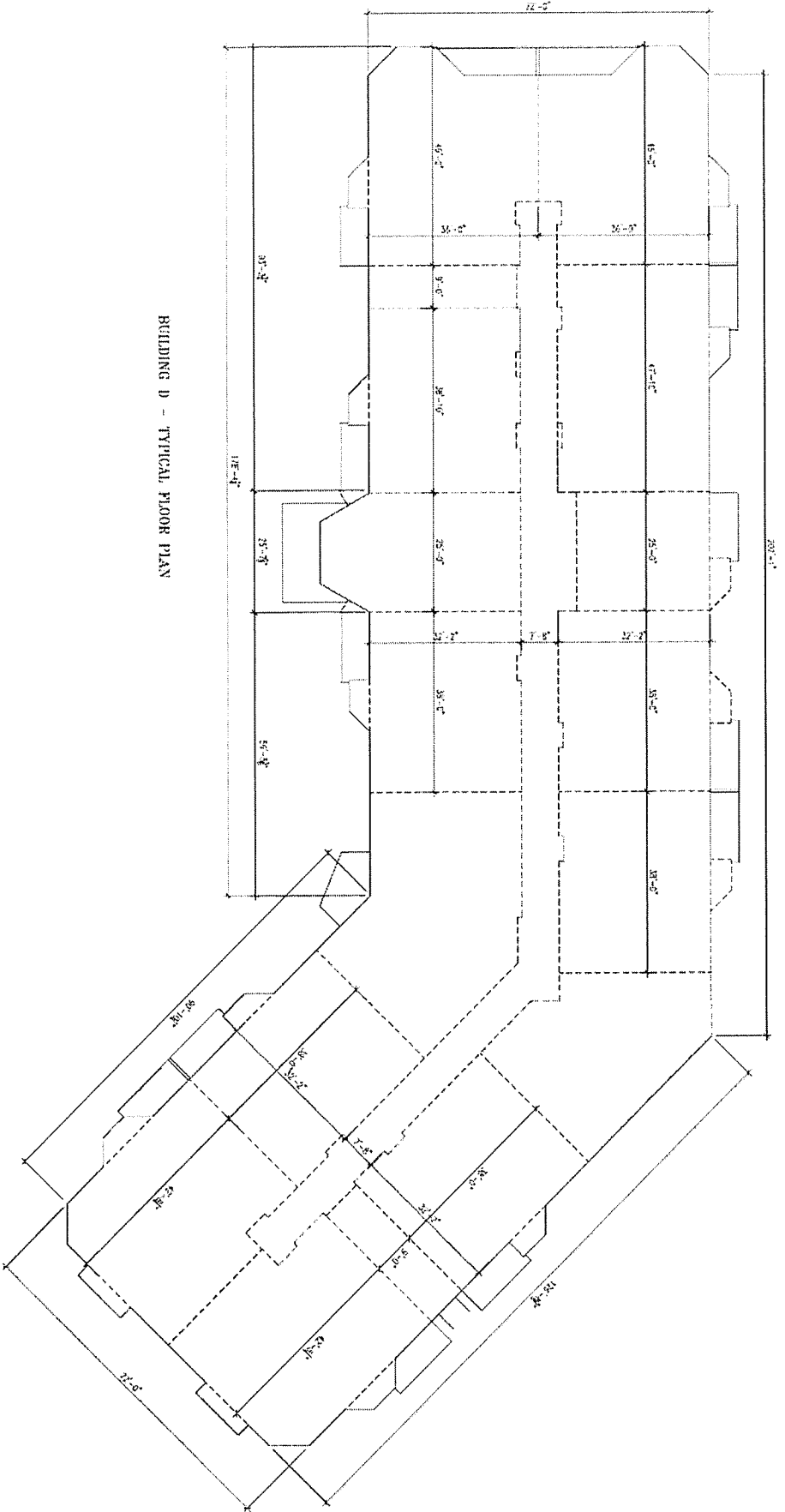
HRM does not guarantee the accuracy of any base map information on this map.

March 17, 2008

Case 01009 & 01010 & 01011

T:\work\planning\helly\case_map\case_01009_01010\Sch-C1_D.PDF (HLK)





Schedule D Typical Floor Plan
Building "D"

Trinity Subdivision

HRM does not guarantee the accuracy of any base map information on this map.

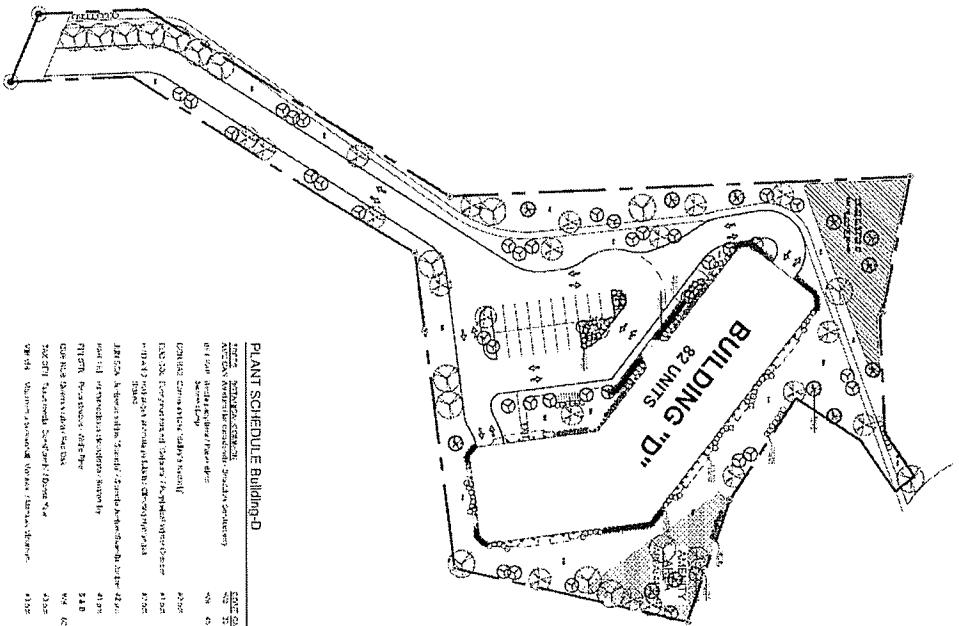


Schedule E Landscaping Plan Building "D"

Trinity Subdivision
HRM does not guarantee the accuracy of any base map information on this map.

Case 01009 & 01010 & 01011

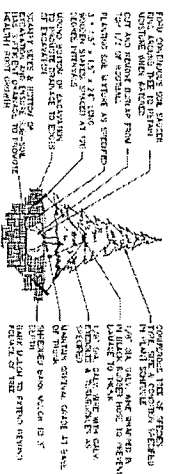
March 17, 2008



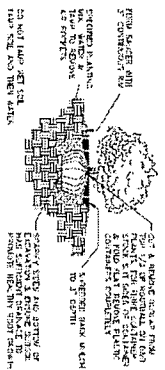
PLANT SCHEDULE Building-D

PLANT	QUANTITY	DATE	SIZE
1. DECIDUOUS TREE 40'-60' HIGHS	10	10/08	12"
2. DECIDUOUS TREE 20'-30' HIGHS	10	10/08	12"
3. DECIDUOUS TREE 10'-20' HIGHS	10	10/08	12"
4. CONIFEROUS TREE 6'-12' HIGHS	10	10/08	12"
5. CONIFEROUS TREE 3'-6' HIGHS	10	10/08	12"
6. SHRUB 4'-6' HIGHS	10	10/08	12"
7. SHRUB 2'-4' HIGHS	10	10/08	12"

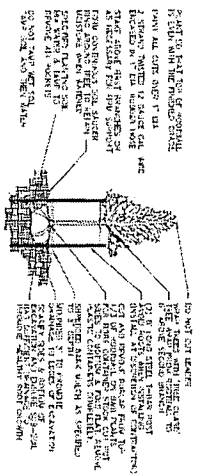
2/SP-3-A: Coniferous Tree Planting Detail, N.T.S.



1/SP-3-A: Shrub Planting Detail, N.T.S.



3/SP-3-A: Deciduous Tree Planting Detail, N.T.S.



Attachment D: Excerpts from the Dartmouth Municipal Planning Strategy (MPS) & Land Use By-law (LUB)

MPS

IP-1(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 truck 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

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:

- (a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;
- (b) adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;
 - (ii) traffic generation, access to and egress from the site; and
 - (iii) parking;
- (c) adequacy or proximity of schools, recreation areas and other community facilities;
- (d) adequacy of transportation networks in, adjacent to, and leading to the development;
- (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;
- (f) that mature trees and other natural site features are preserved where possible;
- (g) adequacy of buffering from abutting land uses;
- (h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and
- (i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).
(As amended by By-law C-692, Dec. 4, 1991).

LUB

R-3 (MULTIPLE FAMILY RESIDENTIAL) ZONE - MEDIUM DENSITY

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

- (a) R-1, R-2 and TH uses as herein set out,
- (b) apartment buildings,
- (c) uses accessory to any of the foregoing uses.
- (d) ***lodging houses (As amended by By-law C-657, Feb2/89)***

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

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

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

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

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

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

- (c) On all buildings a minimum side and rear yard clearance of 15 feet shall be maintained and if the building is more than fifty feet high on its highest side the sideyards and rearyards shall have a minimum clearance of not less than one half the height of the adjacent side of the building.
- (d) The yard area located between the street line and the minimum setback line shall be landscaped, and the entire site and all buildings maintained in a neat, tidy manner including the trimming and upkeep of landscaped areas.
- (e) ***Height Maximum -35 feet on all parcels of land situated within the "Lake Banook Canoe Course Area" as identified on Schedule "W". (RC-Feb 8/05;E-Apr 23/05)***

34(4) No uses other than those permitted in R-1 and R-2 shall be permitted unless the lot area is equal to or greater than ten thousand square feet and unless the street frontage is equal to or greater than one hundred feet.

34(5) All developments including three or more dwelling units shall provide, in addition to the site requirements set out in sub-section (3) of this section, amenity areas of not less than one hundred square feet for each bedsitting room or one bedroom dwelling unit; three hundred square feet for each two bedroom dwelling unit; and 500 square feet for each three or more bedroom dwelling units. An amenity area shall be a space set aside for recreational purposes such as communal play areas, recreational room, roof decks, balconies, swimming pools and tennis courts. An amenity area shall have no dimension less than thirty feet.

34(6) ***Buildings used for lodging house uses shall comply with the requirements of the Lodging House By-law of the City of Dartmouth. (As amended by By-law C-657, Feb 2/89)***

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

Attachment E: Public Information Meeting

**PUBLIC INFORMATION MEETING
CASE Nos. 01009, 10010, 01011 - Trinity Subdivision, Dartmouth**

DATE: Wednesday, May 2, 2007

LOCATION: Harbour View Elementary School, 25 Alfred St., Dartmouth

HRM STAFF: David Lane, Senior Planner, HRM Planning Services
Kenda MacKenzie, HRM Development Services
Cathy Spencer, HRM Development Services
Kelly Denty, HRM Planning Services
Jennifer Chapman, HRM Planning Services
David Hanna, Planning Technician, HRM Planning Services
Raylene MacLellan, Administrative Support, HRM Planning Services

APPLICANT: Mr. Cesar Saleh, Applicant & Project Engineer
Doug Miller, Project Architect
Mr. Besim Halef, Property Owner/Developer

OTHER: Councillor, Jim Smith

**MEMBERS OF
THE PUBLIC:** 50 people

The meeting commenced at 7:12 p.m.

1. HRM Staff Presentation - David Lane, Community Development

Mr. Lane introduced himself as the Planner assigned to the application and other HRM representatives in attendance including Councillor Smith, Kenda MacKenzie, HRM Development Engineer, Eastern Region, Cathy Spencer, HRM Development Officer also for the Eastern Region Kelly Denty, HRM Planning Supervisor, Dave Hanna, HRM Planning Technician, Raylene MacLellan, HRM Recording Secretary, and Jennifer Chapman HRM Planner.

With the aid of a slideshow presentation Mr. Lane provided an overview of the proposal, the applicable Municipal Planning Strategy (MPS) policies and criteria and the Land Use By-law requirements used to evaluate the application. Mr. Lane concluded his presentation with a review of the steps of the planning approvals process and opportunities for further public input.

2. Applicant Presentation - Cesar Saleh, W.M. Fares Ltd.

Mr. Cesar Saleh thanked everyone for attending and provided a slideshow presentation detailing the features of the proposed development including site plans, building elevations, parking and floor plan layouts.

3. Public Comments

Mr. Jerry Pye, of Victoria Road, expressed concern regarding the above presentation and the process of the Development Agreement.

Kevin Elliott, of Fernhill Drive, Dartmouth expressed concern regarding the findings of the submitted Traffic Impact Study regarding projected traffic increase and the lack of sidewalks in the surrounding neighbourhood.

Paul Hanlon, of Fernhill Drive, expressed his concern regarding additional traffic on the narrow and steeply sloped streets of Fernhill Dr. and Trinity Ave.; particularly during winter conditions.

Ms. MacKenzie explained the traffic analysis and HRM's standards regarding traffic impact study guidelines and the adequacy of the vehicle trip capacity of the area streets, as well as the accesses to the proposed development. The Development Engineer also explained the standards for local streets in HRM and the streets improvement process.

Mrs. P.J Awad, of Springhill Road, expressed concern regarding the discretionary approvals process and the ability for property owners to make application to change the by-right development opportunities of their lands.

Steven Johnson, of Fernhill Drive, noted his concerns with the increase of traffic that is going to be created.

Chris Thompson, of Parkstone Road, asked at what point will this project become a rental building rather than condominium complex to be purchased?

Mr. Lane explained that under the Municipal Government Act municipalities are not able to control ownership.

Mr. Saleh stated this is in the proposal stage. The current proposal is for the condominiums to be purchased and not rented.

Mr. Lane added that HRM's responsibility in the development agreement process is to evaluate the compatibility of the proposal with surrounding uses and address issues such as land use, density and appearance of structures through the development agreement process.

Ms. Thompson expressed concern that the cost of \$200,000.00 condos will increase property assessments and thus cause an increase in property taxes. She also expressed concern of renters residing in the proposed condominium buildings.

Mr. Besim Halef, the Developer, commented that he has no intention to build rental units in any of the proposed buildings. The intention is to build and sell, if there are issues with selling the condos, other options may be explored at that time. The developments will take eight to ten years to achieve full build-out. The first phase to be built is going to be located nearest Trinity Avenue.

Mr. Kevin Elliot, of Fernhill Drive, commented he would prefer to see the proposed development incorporated into the surrounding neighbourhood rather than being segregated as a gated community.

Mr. Elliot's comment was supported by numerous members of the public.

Mr. Saleh, explained that the intent is to make tenants feel safe and for them to have privacy and not to create a segregated community.

Elizabeth Kennedy, of Fernhill Drive, expressed her concerns regarding the condos being rented if the owners can not find tenants to purchase them. Ms. Kennedy, noted that while the buildings are being built, her concern is that the developers are going to run out of good clientele, for purchasing or renting. She also expressed concern regarding an increase in traffic on local streets.

Mr. Saleh commented the quality of the these building will likely not cater to a rental market.

Resident expressed concern regarding vandalism in the surrounding neighbourhood and associated the incidences with the high proportion of rental units located on Pinecrest Drive and Highfield Park.

Mr. Saleh, responded the intent of the proposed development is to minimize opportunities for crime through effective design and site planning.

Mr. Brian LeBlanc, Hester Street, expressed his concern regarding the social impacts of the multi-units on the stability of existing neighbourhoods and communities. He further expressed concern of the disproportionate number of multi-unit rental units in North End Dartmouth.

Mr. Jerry Pye echoed the sentiments of Mr. LeBlanc and added his concern of the impact further multi-unit residential developments will have on the character of the existing surrounding neighbourhoods.

Mr. Lane explained that the reason for the public information meeting is to hear the concerns of the public at this first stage of the process and that no predeterminations have been made. Mr. Lane noted that concerns regarding safety, pedestrian access, crime, traffic, and density will all be taken into consideration by staff during the development agreement process.

Resident, of Fernhill Dr., asked if the developer will reinstate the lands behind his house to an acceptable condition and further, if there are measures to control the construction activity and related heavy equipment traffic experienced by the neighbourhood.

Kenda MacKenzie explained that the lands are presently under development and once completed will be reinstated to acceptable standards including stabilization of slopes, and erosion control measures.

Mr. Peter Tufts, of Parkstone Road, asked if the developer had considered the impact of the anticipated traffic, who determines the acceptability of vehicular accesses and what consideration was given regarding sidewalks.

Ms. MacKenzie reviewed the concerns presented by the public regarding vehicular access and noted that they meet the guidelines, and reiterated that the road and layout connections have already been reviewed and approved. She further explained that the developers do not have an obligation to put in sidewalks on off-site existing streets.

Trevor Zinck, MLA, of Franklyn Court, expressed concern regarding the lack of a sense of community that can be created by the rental units where neighbours do not make the effort to know one another. A problem further exacerbated when non-property owners are not directly notified of public meetings. Mr. Zinck commented that he hoped the site planning and design of the proposal would provide measures such as adequate parkland space and pedestrian connectivity to provide the neighbourhood with the necessary foundation to enable improved social networks.

Member of the public stated that she is concerned that Councillor Smith has not said anything at this meeting.

Councillor Smith explained that he is not able to put forward any comments until this matter goes before Council. He is present to take notes to hear in person everyone's comments and concerns to assist in making his decision once a report is by Planning Services is presented to Council.

Mr. Lane thanked everyone for coming out to the meeting and noted that if anyone has any questions after the meeting, to contact him at their convenience.

4. Adjournment

The meeting adjourned at 10:00 p.m.