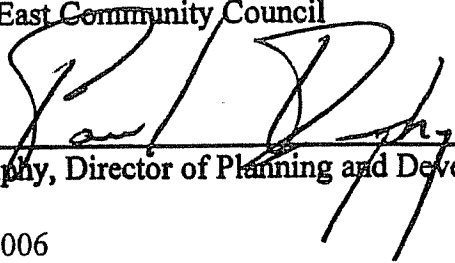




PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

Harbour East Community Council  
August 3, 2006

**TO:** Harbour East Community Council

**SUBMITTED BY:**   
Paul Dunphy, Director of Planning and Development Services

**Date:** July 25, 2006

**Subject:** Case # 00882 - Rezoning and Development Agreement for 341 Pleasant Street, Dartmouth

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### ORIGIN

Application by Society for *Supportive Housing For Young Mothers* to amend the Land Use By-law for Dartmouth to enable a development agreement to permit the existing HRM-owned building at 341 Pleasant Street, Dartmouth to be converted to a 14 unit multiple dwelling.

### RECOMMENDATION

It is recommended that Harbour East Community Council:

1. Give First Reading and Notice of Motion to consider the proposed rezoning and Development Agreement to permit a 14 unit multiple dwelling at 341 Pleasant Street, Dartmouth, and to schedule a public hearing.
2. Approve the rezoning of 341 Pleasant Street from H (Holding) Zone to R-3 (Multiple Family Residential - Medium Density) Zone and a portion of PID# 00232827 from S (Institutional) Zone to R-3 (Multiple Family Residential - Medium Density) Zone, as shown on Map 1.
3. Subject to the approval of the rezoning and the expiration of the appeal period or an appeal of the rezoning, approve the proposed Development Agreement, presented as Attachment A of this report.
4. Require that the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

### **The Proposal**

Constructed in 1957, 341 Pleasant Street is a former school and day care centre. Owned by HRM, it has been most recently used as a wood working shop but was declared surplus in 2005. The property is a flag lot with approximately an acre of area and 51 feet of direct frontage on Pleasant Street, (Map 1).

At a public hearing held in 2005, Council agreed to convey the land and building at 341 Pleasant Street to *The Society for Supportive Housing For Young Mothers* (SHYM) for use as non-profit supportive housing for young single mothers. Conveyance of the land for this purpose is subject to SHYM obtaining planning approval.

SHYM has applied to amend the Land Use By-law for Dartmouth to enable a development agreement permitting the existing HRM-owned building at 341 Pleasant Street to be converted into a 14 unit multiple unit dwelling. The property is a flag lot with frontage on Pleasant Street (Map 1). Primary access to the property is from Mount Hope Avenue. The existing building is proposed to be renovated to function as non-profit supportive housing for young single mothers.

### **MPS Policy and Zoning**

The subject property is designated Residential and zoned H (Holding) zone under the Municipal Planning Strategy (MPS) and Land Use By-law (LUB) for Dartmouth (Maps 1 & 2). Current zoning does not permit multiple unit dwellings at this location. In order to renovate and use the property as proposed, an amendment to the LUB to rezone the property from H Zone to R-3 Zone and enter into a development agreement are required.

## **DISCUSSION**

In considering the rezoning and development agreement for the subject property, Council is directed to address all applicable policies of the Dartmouth MPS. The following is staff's assessment of these policies.

### **Proposed Rezoning**

The proposed rezoning of the property from H to R-3 (Map 1), is required to enable a development agreement to be considered in accordance with the R-3 zone standard. The proposal satisfies all relevant evaluation criteria as set out in Implementation Policy 1P-1 (b) & (c) of the Dartmouth MPS. (Attachment B) The Implementation section of the Dartmouth MPS establishes that the permitted land use, a proposed medium density multiple dwelling, is appropriate within a Residential land use designation. (see land use/policy designation matrix in Attachment B)

However particular regard is given to Policy 1P (c) (2) and the issue of land use compatibility to adjacent uses in terms of the use, bulk, and scale (Attachment B). The property is within a mixed-use area which includes a range of institutional, recreational and residential land uses.

The property is located near Oakwood Terrace and Acadia Place senior's care and housing complexes as well as other residential uses. Therefore, the use is considered to be consistent with both adjacent uses and the neighbourhood context within which the use is proposed to locate. In addition, the immediate area offers a range of health and community services, transit, financial and retail outlets, a number of major employers and recreational amenities to support the proposed use.

Since most of the institutional and light industrial uses in the general area are internal to existing buildings, high impacts to residential living are not anticipated.

### **Proposed Development Agreement**

An evaluation of the proposed development agreement (Attachment A), based on policy IP-5 is applicable. The relevant policy criteria are addressed as follows:

#### Traffic, Parking & Servicing Infrastructure

The proposal can be serviced through existing infrastructure, with the exception of the existing pump station which will be upgraded at the applicant's expense as part of this proposal. Sanitary sewer, stormwater and water services in the area can accommodate the proposal. Due to low anticipated traffic volumes no traffic statement is required.

Schedule "B" to the proposed development agreement provides a site plan illustrating the proposed access and parking arrangement. The proposed site plan is configured to provide sufficient parking space for the proposed use. This includes 12 surface parking spaces which, while fewer than the 1.25 spaces per unit standard of the Land Use By-law, are sufficient for the proposed use as a supportive housing project. There is sufficient room on site to add an additional four parking spaces in the future should there be a requirement.

The property is accessed by two existing driveways, one driveway intersects with Mount Hope Avenue and a second driveway intersects with Pleasant Street. The Mount Hope Avenue access will serve as the primary vehicular access to the property. The portion of driveway connecting the property to Mount Hope Avenue is owned by the Province and shared with other users such as the Dartmouth Lawn Bowling Club and the Carl Morash recreational fields. A formal agreement establishing an access easement to Mount Hope Avenue has been secured by SHYM from both the Province (land owner) and HRM (lessee of the access and parking for the Dartmouth Bowling Club).

A portion of the subject property is subject to an easement of access in favour of the Immaculate Conception Church. In addition, a portion of the property's Pleasant Street access is leased to the Immaculate Conception Church to provide parking at the Glebe House (Rectory). The proposal is not anticipated to impact negatively on current access and parking arrangements.

#### Site & Building Design

The building is 3 storeys in height and is proposed to remain a 3 storey structure. (Proposed building elevations are provided in Schedule "C" of the proposed development agreement.) Renovations propose to create 14 units in the building plus a common room and office. The proposed residential

density is substantially less than the R-3 zone standard in terms of minimum site area and maximum lot coverage.

The proposed building will accommodate self contained dwelling units on the first, second and third floor. The ground floor will be occupied by four units, including one barrier-free unit as well as common space and office (Schedule D).

#### Amenity Space & Landscaping

The land use by-law requires useable amenity space for use by building occupants. A high calibre of landscaping is proposed to be provided around the building and parking area. This includes the planting of trees. Additionally, through the development agreement, SHYM will provide and maintain a landscaped area at the rear of the building as an active amenity area and will provide an enclosure for garbage and refuse containers. A fence will encircle the side and rear portions of the property (Schedule "B").

#### **Public Information Meeting**

A Public Information Meeting was held in accordance with Council's Public Participation policy. The minutes are included as Attachment C. While there is general support the proposal, an issue of common use and maintenance of the driveway accesses by abutting land users was discussed at length. Conversion of the property to residential use will not significantly alter how it has traditionally functioned. The parking and circulation area is designed to accommodate the proposed use while respecting traditional easement rights that favour other users and will not unduly hinder future use of lands in the immediate area. Should Community Council decide to hold a public hearing, in addition to published newspaper advertisements, property areas in the notification area shown on Map 1 will be sent written notification.

#### **Conclusion**

Staff feel that this proposal warrant an amendment to the Dartmouth LUB to permit a development agreement on the subject property as proposed. The proposed development agreement provided in Schedule "B" is consistent with existing MPS policies and addresses any matter of relevant land use concern.

#### **BUDGET IMPLICATIONS**

This site is a municipally owned property. In 2005, Regional Council held a public hearing and agreed to sell 341 Pleasant Street in Dartmouth to Society for Supportive Housing For Young Mothers subject to planning approval.

#### **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.

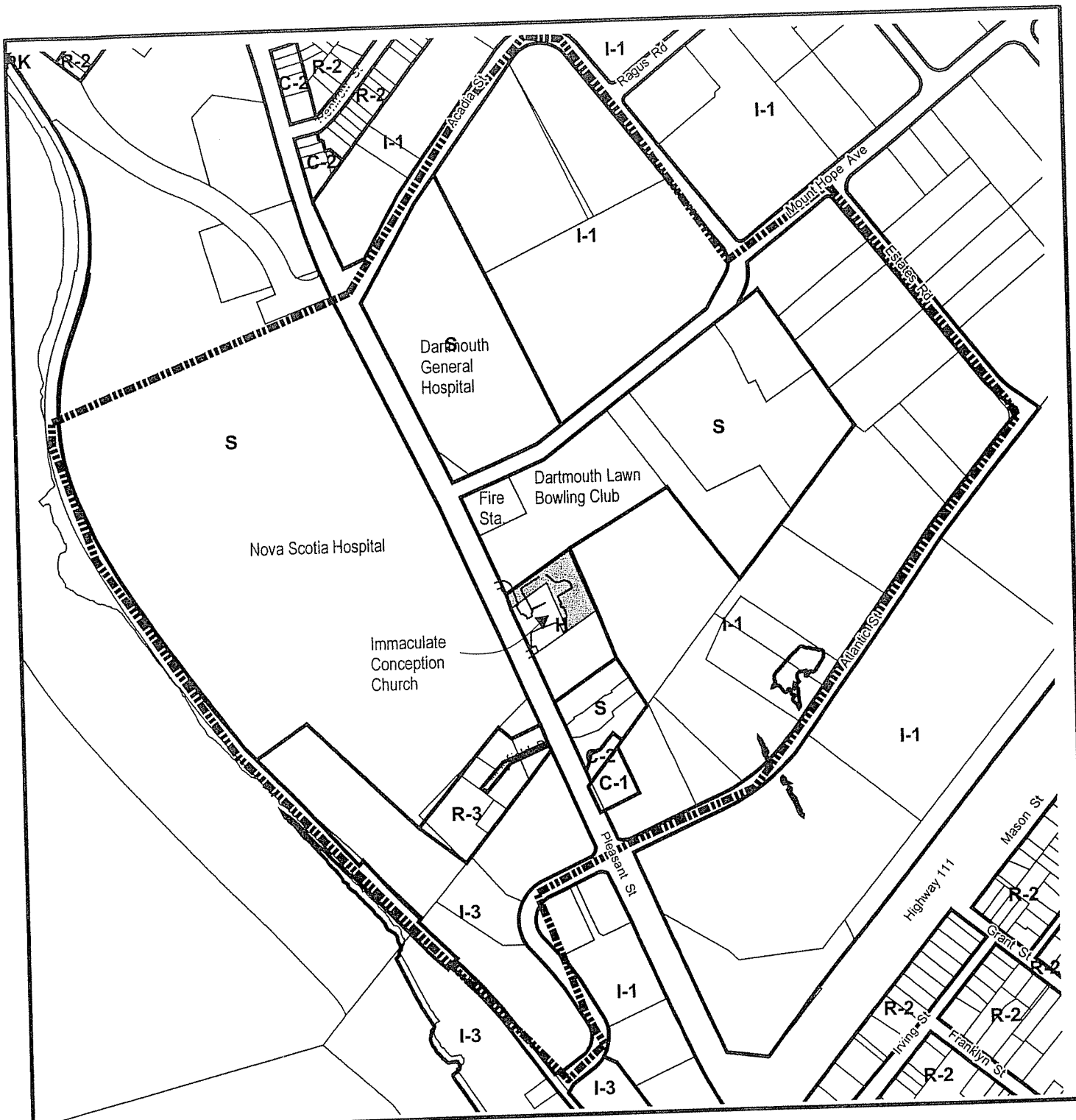
**ALTERNATIVES**

1. Council may choose to approve the proposed rezoning and development agreement. This is the recommended course of action.
2. Council may choose to refuse the proposed rezoning and/or development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff is satisfied that both the proposed rezoning and development agreement are consistent with the policies and intent of the MPS.
3. Council may choose to alter the terms of the development agreement. This may necessitate further negotiations with the applicant and additional report(s) In the event substantive revisions are requested subsequent to advertising for a public hearing, an additional public hearing may be required .

**ATTACHMENTS**

Map 1:	Zoning & Location Map
Map 2:	Generalized Future Land Use Map
Attachment A:	Proposed Development Agreement (includes Schedules "B", "C," & "D")
Attachment B:	Relevant Municipal Planning Strategy Policies and Land Use Provisions
Attachment C:	Minutes of Public Information Meeting

Additional copies of this report, and information on its status, can be obtained by contacting the office of the Municipal Clerk at 490-4210, or Fax 490-4208.  
Report prepared by John MacPherson, Planner, Planning Services, 490-5719.



Map 1

341 Pleasant Street



Subject Property to be rezoned from H to R-3

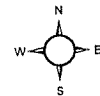


Notification Area

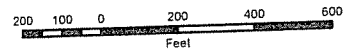
Dartmouth Land Use By-Law Area

ZONE

- R-2 Two Family Residential Zone
- R-3 Multiple Family Residential Zone
- C-1 Local Business Zone
- C-2 General Business Zone
- H Holding Zone
- S Institutional Zone
- I-1 Light Industrial Zone
- I-3 Harbour Oriented Industrial Zone

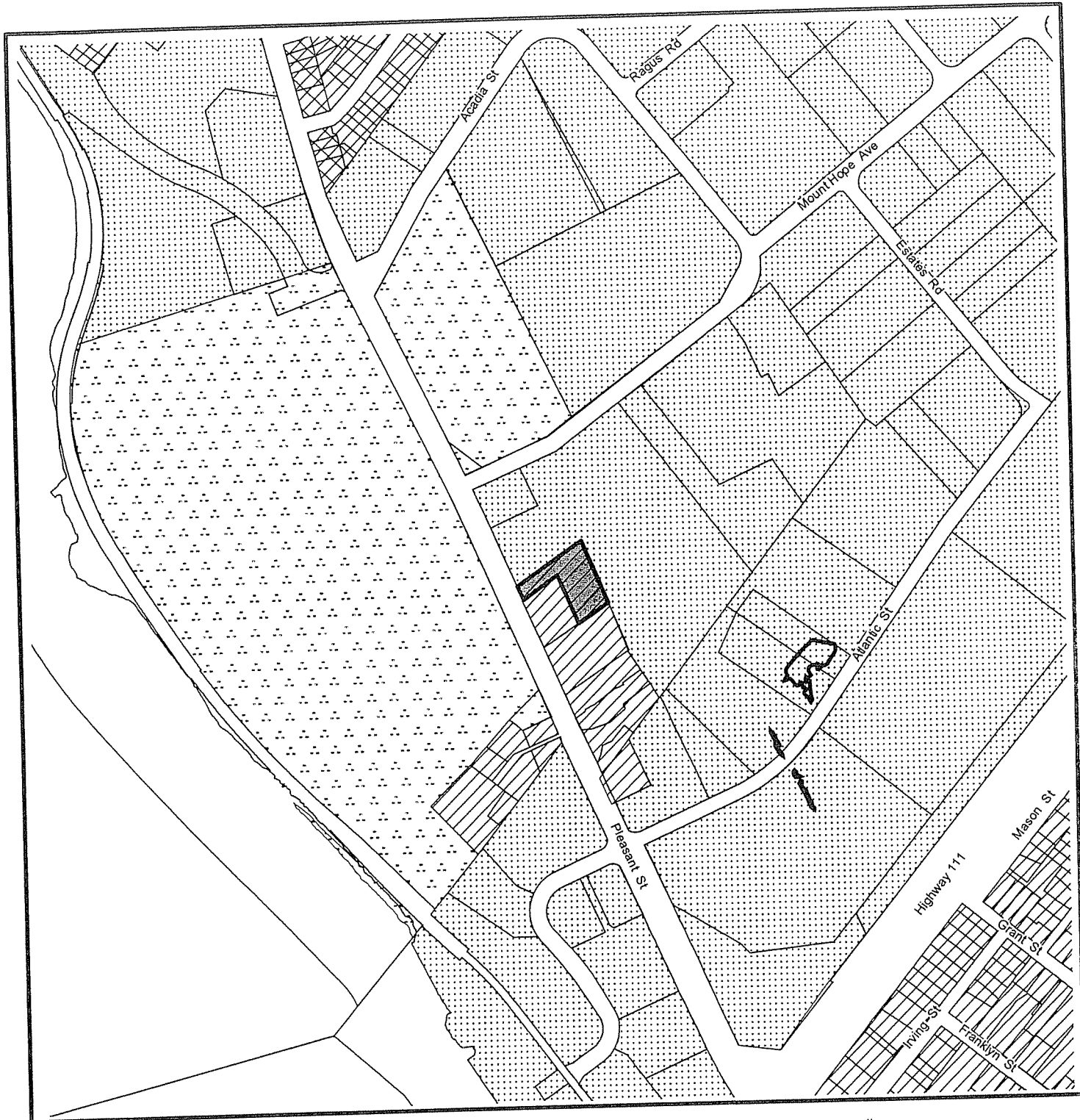


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DEVELOPMENT SERVICES




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





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



Map 2  
341 Pleasant Street

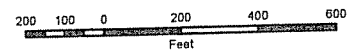
 Subject Property

**DESIGNATION**

-  Industrial
-  Residential
-  Institutional
-  Commercial



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

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





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**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION****1.1 Applicability of Agreement**

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

**1.2 Applicability of Land Use By-law and Subdivision By-law**

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

**1.3 Applicability of Other Bylaws, 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 Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

**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.

**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 owned by the Developer.

**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.

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**PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS****2.1 SCHEDULES**

The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is substantially in conformance with the following Schedules attached to this agreement:

Schedule "A"	Legal Description of property owned by Supportive Housing For Young Mothers, 341 Pleasant Street, (PID# 00232827), Dartmouth
Schedule "B"	Site and Landscaping Plan
Schedule "C"	Elevation Drawings
Schedule "D"	Floor Plan(s) (First, Second, Third)

**2.2 GENERAL DESCRIPTION OF LAND USE**

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

- (a) one multiple unit residential building containing a maximum of 14 units plus common room and office space which also includes:
  - (i) vehicular parking, loading and circulation areas; and,
  - (ii) buffer areas and landscaping and amenity area

**2.3 DETAILED PROVISIONS FOR LAND USE**

- 2.3.1 The multiple unit dwelling shall meet the requirements of the R-3 Zone, respectively, as described in the Dartmouth Land Use By-law, except for the provisions contained herein.

**2.4 ARCHITECTURAL REQUIREMENTS**

The Developer agrees that the building on the Lands shall be constructed or renovated to comply with the following as generally illustrated on Schedules "B" and "C" attached to this Agreement:

**2.4.1 Building Siting, Bulk and Scale**

- (a) The Developer shall construct or renovate the building on the Lands which, in the opinion of the Development Officer, is substantially in conformance with Schedules "B" and "C" and attached hereto, including its location, size, height, number of units, and architectural design, including facade features.
- (b) The Developer agrees that the building constructed on the Lands shall not exceed three (3) storeys.

- (c) Architectural treatment shall be continued around all sides of the building visibly exposed to public streets and existing buildings in accordance with Schedule "C".
- (d) The Developer agrees that within the 14-unit multiple unit dwelling. The ground floor shall contain a minimum of one barrier free unit.
- (e) The Development Officer may approve modifications to the internal layout of the units (provided that overall unit number) and to the architectural appearance provided that such changes, in the opinion of the Development Officer, are minor in nature, substantially in accordance with Schedules "B" and "C" and serve to further the intent of this agreement.

## **2.5 PARKING, CIRCULATION AND ACCESS**

- 2.5.1 No less than twelve (12) parking spaces shall be provided in accordance with Schedule "B".
- 2.5.2 Parking for disabled persons shall be provided at a minimum as required by the Building Code Act, including the provision of applicable signage.
- 2.5.3 All on-site driveways, parking areas and circulation aisles shall be asphalt.
- 2.5.4 Bicycle Parking shall be provided in the form of a minimum of: an exterior bicycle rack for a minimum seven (7) bicycles located as generally shown on Schedule 'B'. Bicycle racks shall be made of sturdy material by a suitable manufacturer and if surface-mounted, mounted with anti-theft anchors. Bicycle racks supporting only the wheel, or providing only one point of contact with the frame are not permitted.
- 2.5.5 The Development Officer may approve modifications to layout, access, and location of parking, provided that such changes, in the opinion of the Development Officer, are minor in nature, substantially in accordance with Schedules "B" and serve to further the intent of this agreement.

## **2.6 STREETS AND MUNICIPAL SERVICES**

- 2.6.1 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. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies and regulations of HRM and other approval agencies, except as provided for herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.

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- 2.6.2 Prior to issuance of a Development Permit, the Developer shall submit a plan prepared by a Professional Engineer detailing the proposed upgrade of the existing pump station from a single pump to a duplex system. The design shall comply with Municipal Services Specification Guidelines and will require approval from the Municipality's Technical Underground Services department. Costs associated with the design and installation of the upgraded system are the responsibility of the Developer. No development permit shall be issued by the Development Officer until written approval from the Development Engineer and any other applicable authorities with respect to the design of the system has been received.
- 2.6.3 Prior to issuance of a development permit, the Developer shall submit a plan depicting easement(s) in favour of abutting property owners as well as easements to be conveyed to the Municipality for maintenance of the pumping station. Easement(s) in favour of Municipality shall be conveyed to the Municipality prior to issuance of a development permit.
- 2.6.4 Prior to the issuance of a construction permit, the Developer agrees to retain a professional engineer to prepare and submit backflow prevention information on the service to the building in accordance with the requirements of the Halifax Regional Water Commission.
- 2.6.5 The building shall connect to the municipal sewer and water system. The design, installation and cost associated with the provision of services, included but not limited to, water supply, sanitary sewers, storm sewer and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer, and no development permit shall be issued by the Development Officer until written approval from the Development Engineer and any other applicable authorities with respect to the design of all systems has been received.
- 2.6.6 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer on advice of the Development Engineer prior to issuance of an occupancy permit. An occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 110 per cent of the cost of completion of all outstanding work. The security shall be in favour of the Municipality and may be 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 all work, as described herein and illustrated on the Schedules, and as approved by the Municipality.
- 2.6.7 Pursuant to Section 2.6.6, no occupancy permit shall be issued for the building on the Lands until all street improvements, municipal servicing systems and utilities have been completed in accordance with the Streets By-law S-300.

2.6.8 No permanent structures shall be placed overtop any easements applied to the Lands.

## 2.7 BUILDING AND SITE LIGHTING

2.7.1 Lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties. Proposed lighting shall be shown on the site plan and building drawings prior to issuance of construction permit.

2.7.2 The lighting plan shall contain, but shall not be limited to, the following:  
(a) Plans indicating the location and the type of illuminating devices, fixtures, lamps, supports, or other devices.

2.7.3 All lighting shall be installed prior to the issuance of an occupancy permit.

## 2.8 AMENITY AND RECREATION SPACE

2.8.1 Amenity space shall be set aside for recreational purposes such as common recreational areas, play areas, and recreational rooms. Amenity space shall include all area(s) of the lot set aside for the purposes of visual improvement or recreation and not used for buildings, structures, parking areas or driveways, and shall include areas such as grass, flower beds, gardens, shrubbery, trees and landscaping and child play areas; etc.. The amenity space provided for the multiple unit dwelling shall be a minimum of 4,300 square feet in total area in accordance with Schedule "B".

## 2.9 LANDSCAPING

2.9.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

2.9.2 The Developer shall prepare a detailed landscaping plan for the Lands, which is satisfactory to the Development Officer, prior to the issuing of Development permit.

2.9.3 Landscaping on the Lands shall be carried out by the Developer substantially in conformance with Schedule "B".

2.9.4 The Development Officer on the advice of the Manager of Parks and Open Space may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.

2.9.5 The Developer agrees to complete all landscaping, in accordance with the approved landscaping plan within 18 months of an occupancy permit. In the event that the Developer

has not completed the appropriate landscaping of the subject property to the satisfaction of the Development Officer within that time period, the Development Officer may issue a written 30 day notification requiring that the landscaping work be completed. If the Developer has not complied to the satisfaction of the Development Officer at the end of the notification period, the Developer shall be penalized in the amount of 120% of the total cost of the landscaping as determined by the Halifax Regional Municipality.

- 2.9.6 External fuel storage tanks and electrical transformers, if applicable, shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, masonry walls and/or suitable landscaping where permissible.
- 2.9.7 Refuse and recycling containers shall be located in accordance with Schedule "B" and shall be screened from view from abutting properties, streets and on-site parking and amenity areas by either opaque fencing or wholly contained within an accessory building.
- 2.9.8 An opaque fence or combination of fence and low planted berm shall be erected to enclose the side and rear yards of the building as illustrated in Schedule "B" to provide privacy and buffer from adjacent properties and be constructed in accordance with the following:
- (a) The fence shall be constructed of wood and maintained by the Developer. The fence shall be completed prior to issuance of an occupancy permit by Development Services.

## 2.10 MAINTENANCE

- 2.10.1 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.

## 2.11 Environmental Matters

- 2.11.1 The Developer shall submit to the Development Officer a detailed Site Grading and Drainage Plan including Erosion and Sedimentation measures prepared by a professional engineer prior to commencing any site works on the Lands. Such Plan shall require the approval of the Development Officer, on the advice of the Development Engineer. The Plan shall comply with regulations of the Nova Scotia Department of Environment and Labour Erosion and Sedimentation Control Handbook for Construction Sites. Modifications to the site grading and finished elevations, as indicated on the Plan, may be approved, provided such modifications further the intent of this Agreement.

- 2.11.2 The Developer agrees that, prior to the commencement of any work on any of the Lands, or associated off-site works, a detailed Site Disturbance Plan of the affected area shall be

submitted to the Development Officer, indicating the sequence of construction, the areas to be disturbed, and all proposed detailed erosion and sedimentation control measures and stormwater management measures to be put in place and maintained prior to and during development. These measures shall not be removed until permanent stabilization has occurred. The plans shall be reviewed by, and require the approval of the Development Officer, acting on the advice of the Development Engineer and any other applicable agencies, prior to any site works being undertaken.

- 2.11.3 Excepting Section 2.9.5, no occupancy permit for any building constructed or renovated upon the Lands shall be issued until all required upgrades to infrastructure applicable to the building is complete, including but not limited to, parking areas, driveways, walkways and municipal services, subject to the applicable Sections of this agreement. Any offsite disturbance as a result of the development of the Lands shall be reinstated at the Developer's expense.
- 2.11.4 The developer agrees to notify the Department of Environment and Labour and the Halifax Regional Municipality if any pyritic slate is discovered during construction of the Lands.

### **PART 3 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 3.1 The Developer agree that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 3.2 If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- 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; and/or
  - 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 Property and be shown on any tax certificate issued under the Assessment Act.

- c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; 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.

#### **PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 Notwithstanding any subdivision approvals granted pursuant to this Agreement or any transfer or conveyance of any lot or of all or any portion of the Property, this Agreement shall continue to apply to and bind the Developer, the Property and each lot and the Developer shall continue to be bound by all terms and conditions of this Agreement.
- 4.4 Upon the transfer of title of any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.5 Notwithstanding Section 4.4 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this Agreement and any Subdivision Agreement entered pursuant to this Agreement.
- 4.6 In the event that construction on the Lands has not commenced within 5 (five) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" issuance of a construction permit for the building.
- 4.7 Upon the completion of all development on the Lands, or portions thereof, or after 10 (ten) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:



- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (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, as may be amended.

#### **PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

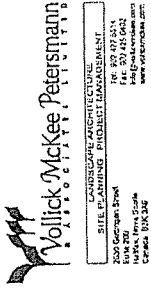
- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of 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.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (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 defence based upon the allegation that damages would be an adequate remedy;
  - (b) the Municipality may enter onto the Property 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 the Property and be shown on any tax certificate issued under the Assessment Act.
  - (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; 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.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

	)	SUPPORTIVE HOUSING FOR YOUNG MOTHERS
	)	
per: _____	)	per: _____
	)	
Sealed, Delivered and Attested	)	HALIFAX REGIONAL MUNICIPALITY
by the proper signing officers of	)	
Halifax Regional Municipality	)	
duly authorized on that behalf	)	per: _____
in the presence of:	)	MAYOR
	)	
per: _____	)	per: _____
	)	MUNICIPAL CLERK

PREPARED BY:



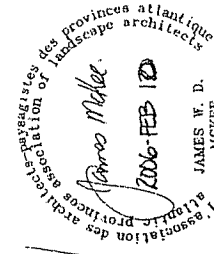
2005 GARDNER STREET  
DARTMOUTH, NS  
B3A 1K2  
TEL: 507-425-5400  
WWW.VOLLUCKMCKEENPETERSMANN.COM

NOTE:  
NO SUBSTANTIAL  
ALTERATIONS TO EXISTING  
DRAINAGE PATTERNS ARE  
PROPOSED AS PART OF  
THIS DEVELOPMENT

EXISTING CHAINLINK FENCE  
ALONG SOUTH AND WEST  
PROPERTY LINE TO  
REMAIN

TIMBER BOARD FENCE  
ALONG WEST SIDE  
PROPERTY LINE  
- HT. 120-180CM

FRONT ENTRANCE AND  
LANDSCAPE AREAS TO BE  
LIGHTED WITH BUILDING  
MOUNTED WALL PACK  
FIXTURES - ALL FOUR  
SIDES



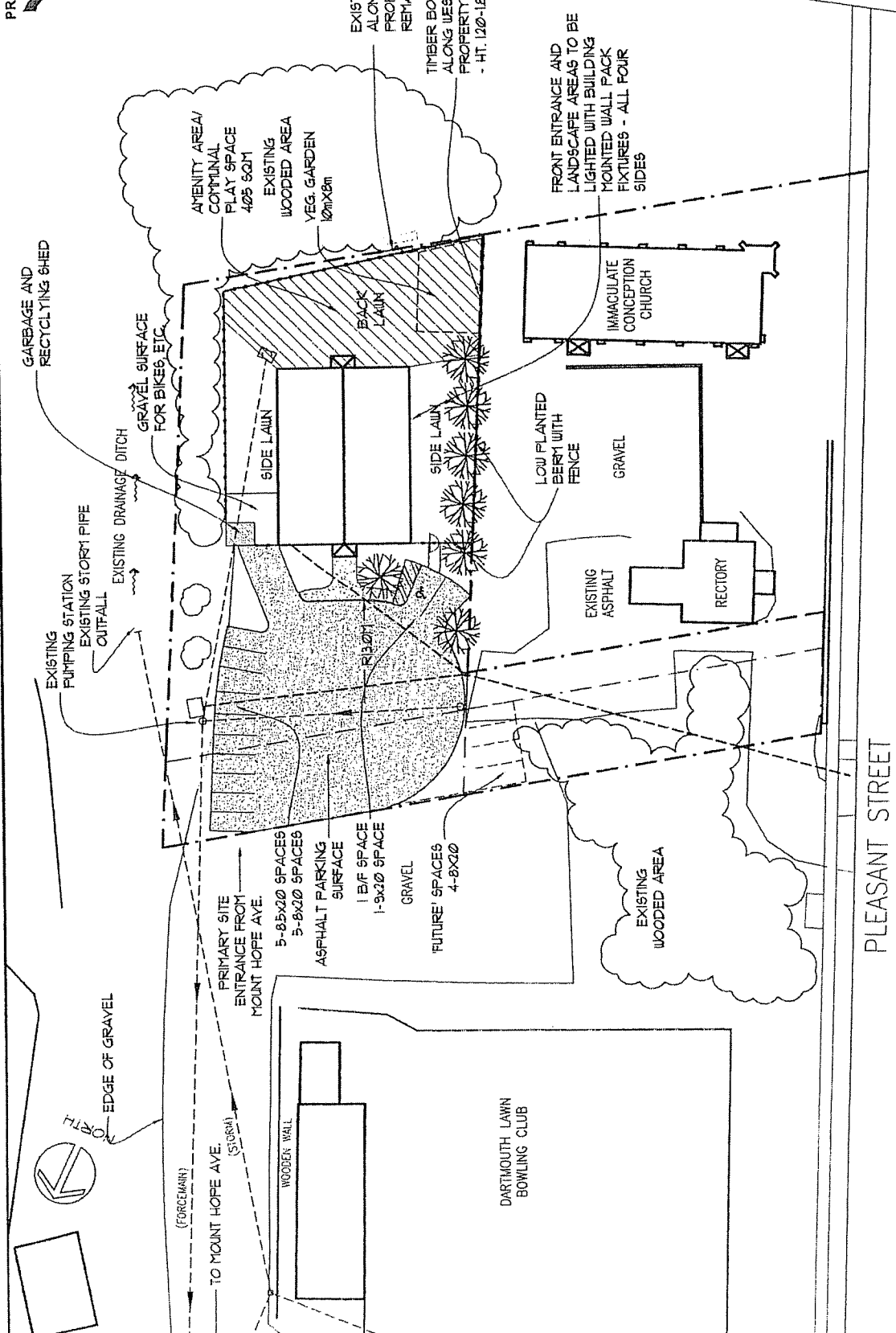
JAMES W. D.  
MCKEE

# Schedule "B" - Site & Landscape Plan

FEBRUARY 10, 2006

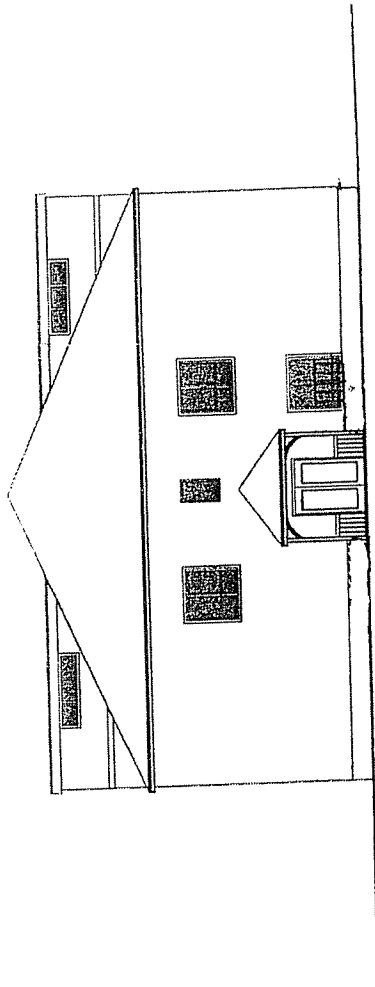
SCALE 1:500

## SUPPORTIVE HOUSING FOR YOUNG MOTHERS RENOVATIONS TO 341 PLEASANT STREET DARTMOUTH, NS

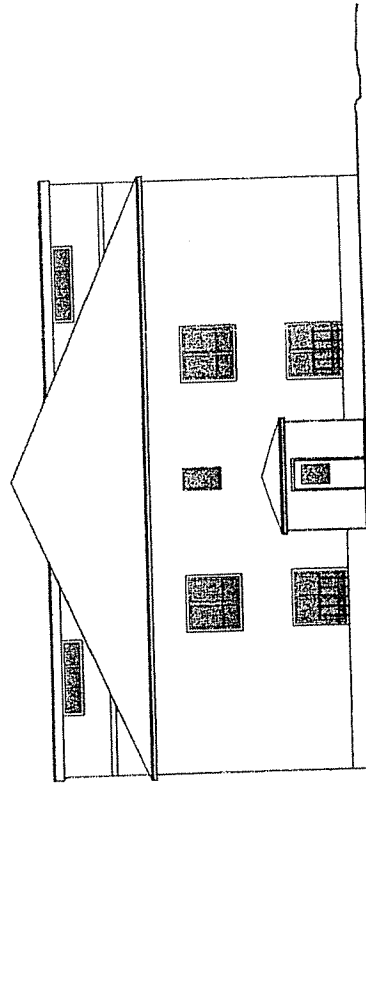


PLEASANT STREET

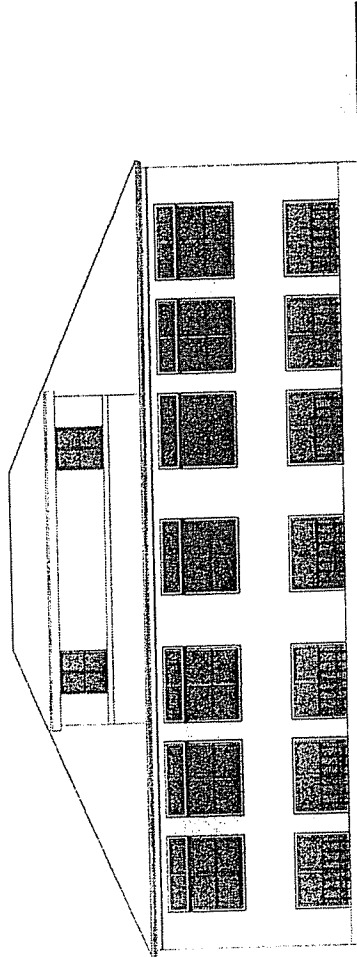
DARTMOUTH LAWN  
BOWLING CLUB



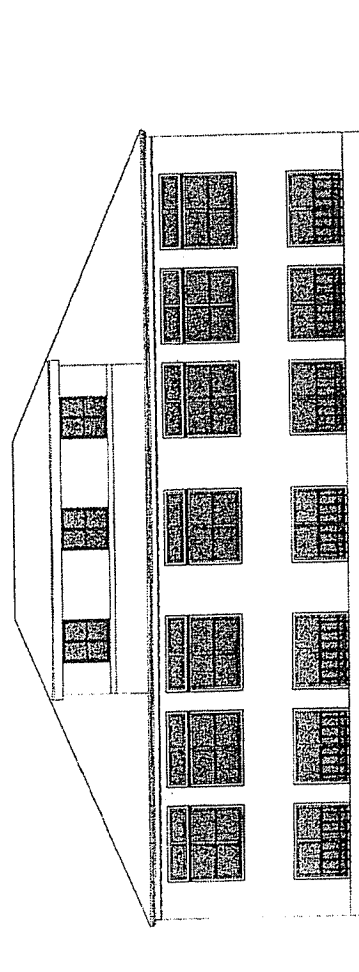
NORTH



SOUTH



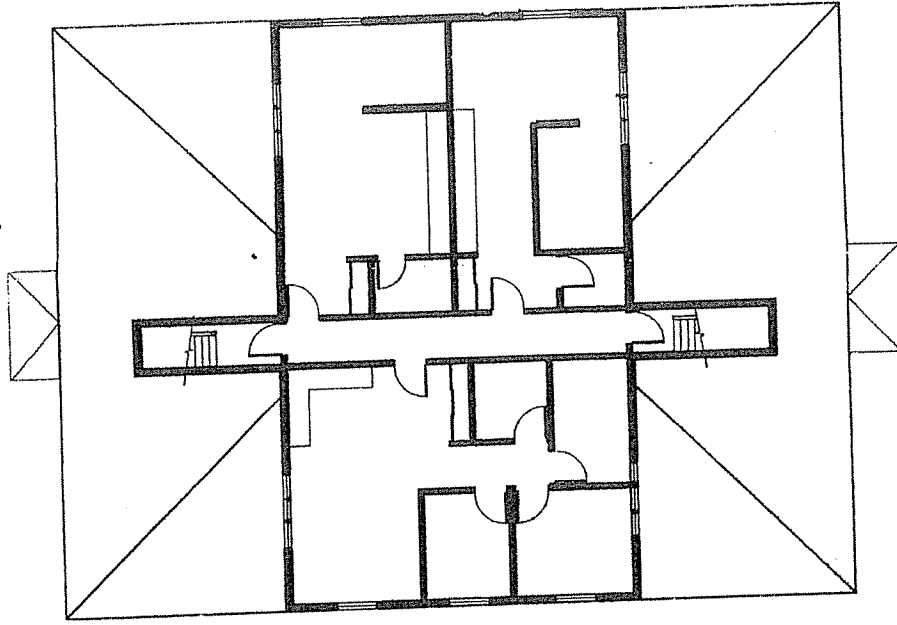
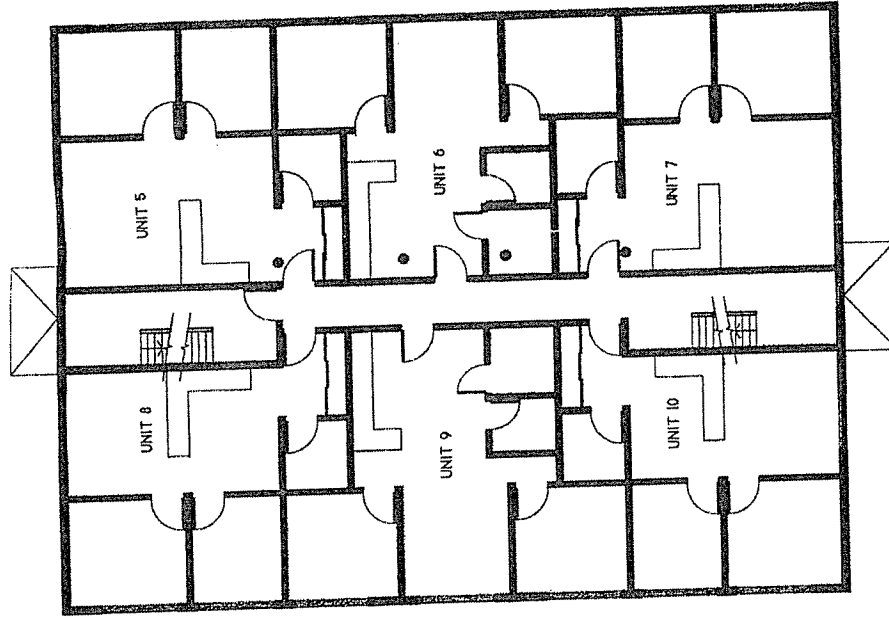
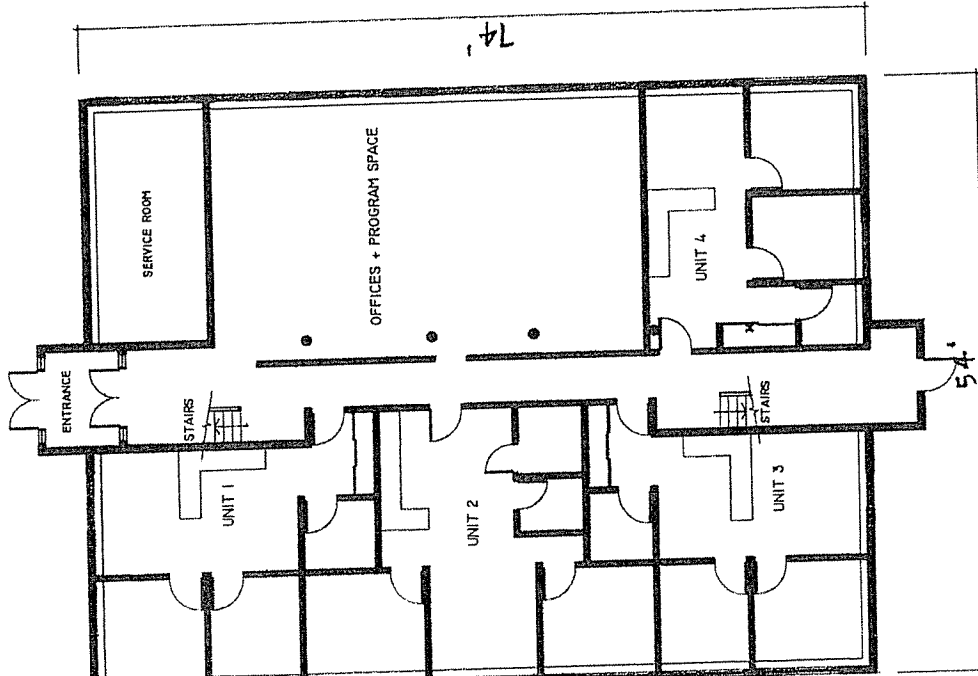
EAST



WEST

# Schedule "C" - Elevations

PLEASE REFER TO SITE PLAN FOR  
ENTRANCE, PARKING, ETC.



# Schedule "D" - Floor Plans

ATTACHMENT B

RELEVANT MUNICIPAL PLANNING STRATEGY POLICES AND LAND USE PROVISIONS

IMPLEMENTATION

Table 4								
Reserve	Urban Core	Institutional	Park & Open Space	Industrial	Commercial	Residential	General Land Use Classification Land Use ↓	
●	<i>Deleted-Reg.Council-July11/2000, Effective-Sept2/2000</i>				●	Single	Low Density Multiple Medium Density Multiple High Density Multiple Mobile Homes Neighbourhood Con. Stores Home Occupations Retail Trade Service Commercial Regional Commercial Local Office General Office Tourist Commercial Warehousing/Distribution Light Industrial Harbour Oriented Industrial General Industrial Local Parks/Rec. Facilities District Parks/Rec. Facilities City Parks/Rec. Facilities Regional Parks & Facilities Watershed Environmental Protection Area Local Institutional City/Regional Institutional Utilities	
●				●	●	Duplex		
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*(As amended, By-law C-475, Sept 20/83)*

## IMPLEMENTATION

### Policy 1P-1

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
- (8) that in addition to the public hearing requirements as set out in the Planning Act and City by-laws, all applications for amendments may be aired to the public via the "voluntary" public hearing process established by City Council for the purposes of information exchange between the applicant and residents. This voluntary meeting allows the residents to clearly understand the proposal previous to the formal public hearing before City Council
- (9) that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:
- (i) Council with a clear indication of the nature of proposed development, and
  - (ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community
- (10) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (Regional Council - July 2, 2002, Effective - August 17, 2002)

### 3. *Apartment Building Development*

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



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

*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).*

**APPLICABLE LAND USE BY-LAW PROVISIONS**

**R-3 ZONE - 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)

(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.

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

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

Type of dwelling unit	Area of site required per 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:

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

(c) On all buildings a minimum side and rear yard clearance of 15 feet shall be maintained and if the building is more than fifty feet high on its highest side the 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, 2005 E - April 23, 2005)
- (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.
- (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.
- (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, Feb2/89)

#### NOTE

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

#### H ZONE - HOLDING ZONE

47. (1) The following uses only shall be permitted in an H Zone:
- (a) R-1, C, and P uses as herein set out;
  - (b) uses accessory to any of the foregoing uses.
  - (c) *All equipment, structures and buildings associated with extracting water from Morris Lake in association with an existing oil refinery operation. (RC - March 22, 2005 E - April 23, 2005)*
- (2) Buildings used for R-1, C or P uses in an H Zone shall comply with the requirements of an R-1, C or P Zone respectively

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**ATTACHMENT C**

PUBLIC INFORMATION MEETING  
PLANNING SERVICES - ALDERNEY GATE  
CASE # 00882 - SHYM 341 PLEASANT STREET, DARTMOUTH

May 08, 2006  
St. Alban's Church Hall, Dartmouth  
7:00 p.m.

**Staff in**

Attendance: John MacPherson, Planner  
Samantha Charron, Administrative Support

**Applicants in**

Attendance: Ann Sinclair, Supportive Housing for Young Mothers  
Jocelyn Yerxa, Supportive Housing for Young Mothers  
Nicki Deveaux, Supportive Housing for Young Mothers

**Others in**

Attendance: Local Councillor, Becky Kent

**Residents in**

Attendance: Approximately 15 people

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**OPENING COMMENTS/PRESENTATION**

John MacPherson welcomed residents to the meeting and thanked them for attending. He introduced local councillor Becky Kent, Jocelyn Yerxa, Nicki Deveaux and Ann Sinclair representing Supportive Housing for Young Mothers (SHYM) the architect for this project. He then introduced himself as the planner assigned to this case.

Councillor Kent also welcomed residents and indicated she was in attendance to listen to comments and concerns residents have regarding this application. She explained there would be future consultation forums in which residents would have the opportunity to speak directly to this application.

Mr. MacPherson explained to residents the public information meeting (PIM) is the first step in the planning process. He stated it allows staff the opportunity to gauge the level of support by residents for this potential development in their area. It is also an opportunity for staff to hear and discuss any questions or concerns residents have. He began with a brief overview of the application submitted by Supportive Housing for Young Mothers to rezone 341 Pleasant Street from the Holding Zone to the R-3 Zone and enter into a Development Agreement to permit the existing HRM-owned building to be converted to a 13 unit multiple unit dwelling

Mr. MacPherson reviewed the Municipal Planning Strategy (MPS) policies and the Land Use By-Law (LUB) regulations for Dartmouth, pertaining to this application. He explained to residents the reason for SHYM's rezoning request from the Holding Zone to R-3 to allow the renovation of

the existing building on this site. Then with the use of overhead and a site map Mr. MacPherson gave a full description of the site and the proposed development. He explained the criteria staff must consider when reviewing an application ie. site controls, traffic issues, setbacks, buffers and parking, access and explained the circulation process planners follow when considering all the issues to be reviewed.

He explained in some cases the review process can be an iterative one, with the applicant bringing additional information forward to respond to concerns and recommendations, and adjusting their proposal to meet those concerns, if possible. Once the review is complete, the planner prepares a staff report with a recommendation to Community Council. Harbour East Community Council normally meets the first Thursday of every month and consists of a subset of Regional Council including the representatives from Dartmouth, Cole Harbour and Eastern Passage.

If Community Council decides to proceed, they will set a Public Hearing date. If you received notice in the mail for this PIM, you will receive notice for the hearing. If you would like to receive notice but didn't please make sure your name and fulling mailing address is on the attendance sheet tonight. The public hearing will also be advertised in the Herald for two consecutive Saturdays before the meeting.

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

Mr. MacPherson then explained a development agreement is basically a contract between the landowner and the municipality that spells out how the land will be developed. It contains development standards that basically supercede the zoning standards. She explained a development agreement can control a range of aspects related to development such as site design, architectural form, landscaping, maintenance, parking, etc,

Mr. MacPherson stated once signed, a development agreement gets registered with the Registry of Deeds, obligating future land owners to abide by the terms of the agreement. The agreement stays in effect until it's discharged which can typically be done only if both parties consent.

Mr. MacPherson suggested the applicant come forward to give their presentation at this point.

Nicki Deveaux described a breif history of SHYM. She explained the purpose of this development is to provide temporary housing that is affordable for young mothers in need of assistance. She described their goal as a secure, stable home which will allow young mothers to build a solid foundation for themselves and their children. She stated the young mothers that will reside in this project will likely be between the ages of 16 to 19. They will be young single mothers, most likely victims of abuse, unsafe homes, or homelessness. She then described burdens young single mothers are faced with and suggested SHYM will try to provide a window of opportunity, for these young women to better their lives and the lives of their children. She

explained this site was chosen for a variety of reasons some of those being; the proximity to bus routes, hospital, fire and police services, the new community college, parks and trails

Ann Sinclair the architect for this project, with use of overhead gave a full site description. She explained the location and landscaping surrounding the existing structure. She then described the proposed renovations which included; detailed interior floor plans, exterior finishes, landscaping, play ground area, parking & access. She stated as the designer of this project it was very important to her to construct a building suitable for the surrounding environment and comfortable for the young family's that will reside in the development.

### QUESTIONS/COMMENTS

Diana Cook asked what happen to the residents when they turn 21.

Ms. Deveaux explained the housing and programs are designed to last two years. She suggested the residents will be able to continue their education while learning to develop life skills necessary to survive on their own with their children.

Diana Cook asked what size the living units would be and how many children would live per unit.

Ms. Deveaux asked the architect to describe the floor plan and capacity of each unit.

Ms. Sinclair gave a full interior layout of the building describing the program space, laundry area office space and residents units. She explained there would be one barrier free unit offered, all other units on the first and second floor will be small two bedroom units. She continued with a full description of the living units that will be offered on the second and third floor as well.

Diana Cook asked if this type of housing is available anywhere else in the area.

Ms. Deveaux explained this supportive housing will be the first of it's kind in Nova Scotia.

Bob Cook asked how the girls will qualify for the housing.

Ms. Deveaux explained the criteria in which the young mother's will be evaluated.

Diana Cook asked what type of conditions will these residents have to abide by.

Ms. Deveaux explained they are still developing policies and programs the residents will have to abide by.

Linda, SHYM, suggested the biggest part of this project is the programming. This will be crucial to the girls development.

Bob Cook asked if residents will have a daycare on site.

SHYM representatives suggested the daycare that will be offered to residents will be during program times or school hours, they explained it will not be a typical daycare that will run from 8 to 5.

Ann Sinclair spoke to what they see as positive aspects of developing this particular site. She suggested the project is close to amenities it has a great yard to offer a play area for the children, she suggested the existing building has great character and will provide the appropriate number of units they were looking to construct. She suggested being able to restore such a building is a wonderful aspect. Ms. Sinclair continued with an exterior finish description including; exits, entrances, the building finish, windows and a proposed porch area. With the use of site plan she outlined the location of the building on the lot and explained the changes in points of access. She spoke to a new parking area, with a proposed paved area, fencing, landscaping, gardens, a children's play area, fruit trees and shrubbery, and a new small waste and recycling shed.

Phil Brown asked how the third floor be accessed.

Ms. Sinclair explained two new stairwells will be constructed on each end of the building for access. She stated the building code will address all safety aspects.

Phil Brown asked if the building will be equipped with a security system.

Ann Sinclair explained there will be a buzzer system installed in the building at the main entrance. She stated residents will be able to control who they let into the building.

Bob Cook asked about the parking situation for the surrounding recreational facilities

Ann Sinclair suggested it is unlikely the residents of this development will have their own vehicles. She stated there will be 13 parking spaces provided mainly for staff. She suggested the impact of additional vehicles to this area will be minimal in her opinion.

Bob Cook is concerned the parking will be considerably reduced with this development.

Ann Sinclair with site plan discussed the existing access and issues surrounding the current parking.

Bob Cook reiterated his concern for parking.

Ann Sinclair stated again, she does not feel the parking from this development will cause a significant impact on the parking.

Bob Cook suggested the area proposed to be paved will cause problems for recreational uses in the area. He is also concerned residents of this development may not particularly like the busy recreational uses in the area.

Ms. Sinclair suggested the new Regional Plan will support mixed communities of residential and commercial uses.

Bob Cook asked what the future plans were for the fire station located next door.

Councillor Kent indicated in future the fire station will become surplus, this will happen when the Penhorn station is constructed.

Bob Cook spoke to the parking situation again and suggested the paved area will not work.

Mr. MacPherson thanked Mr. Cook for his comments and suggested SHYM has indicated what they are proposing for parking for this development and he suggested the paved area may make for a little more organization in the lot.

Residents briefly discussed points of access.

Mr. MacPherson spoke to lease agreements and how they are applied.

Veronica Guitard described her history in the local community and stated she has three areas of concern she would like SHYM representatives to consider. The first is the driveway access she stated at present this is the only entrance to the lower parking lot of the Immaculate Conception Church and is held as a right of way with HRM. Her concern is that 1. the present driveway is narrow and has little clearance with the building structure which abuts the driveway. 2. Though the driveway is the property of HRM and is used by HRM vehicles the Municipality has done no surfacing, repair of snow clearance since assuming the title in the sixties. 3. The driveway will not be able to sustain increase traffic flow from 13 apartment units and the equipment of the construction phase of this development. Ms. Guitard suggested the applicant or Municipality consider a new driveway access be constructed. Also change the deeded ownership of the driveway portion of the property in question or clarify the responsibilities of maintaining driveway and necessary repairs. She suggested the driveway could be resurfaced to prevent further deterioration or restrict the use of the driveway during the construction phase. Ms. Guitard's second concern is the parking lot, she stated the present parking lot of the Immaculate Conception Church has two features, which require consideration. The lot is directly connected to the present frontage of the development property. With the step in its present position there is only about 12-14 feet of clearance for a vehicle, in addition there is an area of parking leased to the Church, which has a term of fifty years. Her concerns area that 1. During the construction phase the equipment will use the Church parking area in order to carry out their work and 2. That the leased area will be lost or encroached upon during and after construction. Ms Guitard suggests the parking lot surface be stabilized before any equipment is driven upon it and that it is stabilized again after project completion. Also the lease agreement responsibilities for parking



spaces be clarified in writing with the new property owners. She also feels the parking provided should be in keeping with the standard requirements of any apartment complex. She would like to see the boundary lines clearly identified between the two properties and that paving of the leased area be tied in to the new paving of the development. The construction phase is Ms. Guitard's third concern. She feels it important to note while this development is under construction the Immaculate Conception Church will be in full operation. As well it will have significant celebration activities to mark its 85<sup>th</sup> Anniversary in June 2006 and December 2006. It also has a tenant in residence in the rectory. She is concerned that 1. the parking area will not be accessible and available on the weekends and during Church Funerals, Weddings, etc. 2. The parking lot will not be accessible and available on the celebration weekends of June 23, 24, 25 and December 8, 9 & 10, 2006. She suggests the dates stated be taken into serious consideration when parking equipment etc. And that the security of the site in the construction phase be planned, communicated and carried out to include overnight watch. She also suggests that the noise and disruption surrounding the work take into consideration the fact that there is an on site tenant.

Anne Sinclair thanked Ms. Guitard for the concerns and suggested solutions to her issues raised. She noted she will take her concerns seriously and go back to examine these appropriately.

Ms. Guitard informed SHYM representatives her concerns are not based on negative feelings toward the proposed development, on the contrary she supports this development and feels it is a necessity in our communities. She only wished to bring these concerns forward so they will be considered before the application moves forward.

Mr. MacPherson also thanked Ms. Guitard and noted she raised some good points that will be reviewed.

A brief discussion regarding the driveway access followed.

Mr. MacPherson suggested Fire Services has been circulated and he is awaiting comment.

Diana Cook asked what the zoning will be if the application is approved.

Mr. MacPherson indicated the property would be rezoned to R-3. He noted SHYM has entered into a purchase and sale agreement which will only be entered into if the application is successful.

Diana Cook asked if the property could be sold down the road to allow any regulated R-3 use. She is concerned an unwanted use could move in, in the future. She stated this area has a number of spot zoning and she would like to see this stop and a community vision be implemented.

Mr. MacPherson explained a purchase and sale agreement and the process for resale. He stated the Regional Plan direction is to move toward a healthy mixed use in communities.

Ms. Sinclair thanked the residents for attending and suggested she would like to digest the comments and concerns raised this evening. She noted their group is concerned with being neighbourly and will give consideration to all concerns raised.

**MEETING ADJOURNMENT**

The meeting adjourned at approximately 8:45 p.m.