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Halifax Regional Council
March 20, 2007

TO: Mayor Peter Kelly and Members of Halifax Regional Council

SUBMITTED BY: Julia Hoincastle
Councillor Jim Smith, Chair
Harbour East Community Council

DATE: March 2, 2007

SUBJECT: **Case 00817 - Site Specific CPS & LUB Amendment and Development Agreement - 32 Primrose Street**

ORIGIN

At its March 1, 2007 meeting, Harbour East Community Council gave Notice of Motion to consider the proposed development agreement presented in Attachment D of the February 1, 2007 staff report and schedule a joint public hearing with Regional Council.

RECOMMENDATION

That Harbour East Community Council recommend Halifax Regional Council:

1. Give First Reading to the proposed amendments to the Dartmouth Community Planning Strategy and Land Use By-Law as provided in Attachment C of the February 1, 2007 staff report and schedule a joint public hearing with Harbour East Community Council.
2. Approve the proposed amendments to the Dartmouth Community Planning Strategy and Land Use By-Law as provided in Attachment C of the February 1, 2007 staff report.

DISCUSSION

Harbour East Community Council considered this matter at their March 1, 2007 meeting and approved the recommendation found above.

BUDGET IMPLICATIONS

N/A

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

N/A

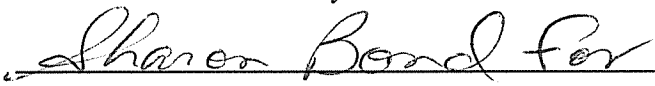
ATTACHMENTS

1. Staff report dated February 1, 2007

<p>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: Julia Horncastle, Legislative Assistant</p>

Harbour East Community Council
March 1, 2007

TO: Harbour East Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: February 1, 2007

SUBJECT: **Case 00817 - Site Specific CPS & LUB Amendment and Development Agreement - 32 Primrose Street**

ORIGIN

- Application by TransGlobe Property Management Services to amend the Community Planning Strategy (CPS) and Land Use By-law for Dartmouth (within the Neighbourhood Planning Strategy area of Pinecrest/ Highfield Park) to enable a development agreement to permit offices uses and two residential units at 32 Primrose Street, Dartmouth.
- On September 27, 2005 Regional Council initiated a process to consider amending the Dartmouth CPS and LUB further to the above noted request.

RECOMMENDATION

It is recommended **Harbour East Community Council:**

1. **Recommend that Regional Council** give First Reading to the proposed amendments to the Dartmouth Community Planning Strategy and Land Use Bylaw as provided in Attachment C, and schedule a joint public hearing with Harbour East Community Council;
2. **Recommend that Regional Council** approve the proposed amendments to the Dartmouth Community Planning Strategy and Land Use Bylaw as provided in Attachment C; and
3. **Give Notice of Motion** to consider the proposed development agreement in Attachment D and schedule a joint public hearing with Regional Council.

Contingent upon the adoption by Regional Council of the above Community Planning Strategy and Land Use Bylaw amendments and those becoming effective under the *Municipal Government Act*, it is further recommended that Harbour East Community Council:

1. Approve the proposed development agreement as provided in Attachment D; and
2. Require the development agreements 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 agreements 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

Staff proposes the adoption of a new site specific policy enabling a development agreement for office uses and up to two residential units in an existing building at 32 Primrose Street in Dartmouth. Existing plan policy does not permit such commercial uses, nor greater than one dwelling unit on this property. The building was constructed as a legal 15 room lodging house under the R-3 (Medium Density Residential) zone, but was down zoned in the early 1990s to the R-1M (Single Family - Modified, Residential) zone permitting only single detached dwellings. The building has been vacant for many years, and while the structure is sound, it is not suitable for re-use as a single family home due to its size, physical configuration and location.

A public meeting was held on November 9, 2005 and while residents did not object to the proposed use of the structure, they preferred that the building would continue to appear residential in character, and not take on a bold commercial facade. These concerns have been incorporated into the proposed development agreement (Attachment D). Staff recommends that the proposed site specific policy (Attachment C) be adopted by Regional Council and that the proposed development agreement (Attachment D) be approved by Harbour East Community Council.

BACKGROUND

32 Primrose Street contains an existing building on a lot of 8,720 square feet (810m²) within the Pinecrest/ Highfield Park Neighbourhood Planning Strategy area of Dartmouth. The property is designated Residential and zoned R-1M (Single Family - Modified, Residential) under the Community Planning Strategy (CPS) and Land Use Bylaw (LUB) for Dartmouth (Map 1).

While a zoning confirmation letter issued by HRM in March of 2005 listed the legal use as a 15 room lodging house, the building has been vacant and boarded up for many years, and was in this condition at the time of purchase by the present owner in May, 2005. Under the current regulations the only legal use of this property is a single family dwelling, however the building has fifteen bedrooms and exceeds 4,000 square feet (372m²) in size, due to its past use.

Prior to Dartmouth CPS amendments in the early 1990's that created the Pinecrest/ Highfield Park Neighbourhood Planning Strategy, the property had been zoned R-3 (Medium Density Residential) along with much of the rest of the area. The 15 room lodging house was legally established under this zone, however the secondary planning process ultimately resulted in the down zoning of this property to the R-1M zone.

The R-1M zone, with its smaller minimum lot sizes (2,800ft² or 260 m²), was intended to encourage the development of affordable owner - occupied single detached housing. It stemmed from a 1991 study commissioned by the former City of Dartmouth that identified a number of problematic conditions in the Pinecrest/ Highfield Park neighbourhood, including an over concentration of rental apartments and an absence of a core of 'long term residents'. Policy and Land Use Bylaw changes at the time resulted in the application of the R-1M zone to 32 Primrose Street conferring legal non-conforming status to the lodging house in existence at that time.

The Proposal

The current owner is TransGlobe Property Management Ltd., a national firm that owns and manages more than 21,000 residential units and five million square feet of commercial space. TransGlobe proposes to renovate 32 Primrose Street and use the ground floor as the local management office of their firm, and the upper floor as two residential apartment units. They do not wish to expand the building beyond its existing envelope. The application is to amend policy to permit an office and two residential units at 32 Primrose Street by development agreement.

Community Planning Strategy (CPS) Amendment Process:

CPS amendments along with the bylaw amendments necessary to implement the CPS amendments are the jurisdiction of Regional Council. The approval of the development agreement rests with Community Council. Both approvals require a public hearing.

While these hearings can be held jointly, the decision on the development agreement can only be made by Harbour East Community Council and cannot be made until after Regional Council has adopted the Community Planning Strategy and Land Use Bylaw amendments and until such amendments take effect. Should the CPS and Bylaw amendments be approved by Regional Council, staff will bring the development agreement to Harbour East Community Council for a decision at the appropriate time.

DISCUSSION

Need for a Site Specific Plan Amendment

This application requires amendment to the Dartmouth CPS for two principal reasons:

- 1/ The residential designation does not generally permit commercial or business uses,¹ and;
- 2/ Policy 2.1.3 of the Pinecrest/ Highfield Park Neighbourhood Planning Strategy directs Council not to consider rezonings which would permit higher density residential development on lands zoned R-1M.

Amendments to the CPS are not considered routine and while Council has the ability to amend a CPS, it is under no obligation to do so. Furthermore, the decision to amend a CPS or not, cannot be appealed. Requests for a CPS amendment are only considered when:

- a) there has been a change in circumstance since the Plan was adopted or last reviewed;
- b) there is a significantly different situation than what the Plan anticipated; or

¹ With the exception of:

- home occupations; and
- by development agreement, certain businesses considered potentially compatible with residential areas (e.g. day cares, medical clinics, convenience stores)

c) an error was made.

Justification for Site Specific Plan Amendment

In this case, there does appear to be a different situation than what the Plan and Land Use Bylaw anticipated. Applying legal non-conforming status (the R-1M zone) to a pre-existing use (15 room lodging house) was intended to eventually cause the use to cease so that the land affected would revert to a use conforming with the policy intent and the zoning bylaw. However, this did not happen and the property has remained vacant and unused for many years. This situation warrants a review to determine if it was reasonable to expect redevelopment of the property in conformity with the bylaw, or whether the property could be designated and zoned in a more appropriate manner.

Staff have determined that it may not have been reasonable to expect the redevelopment of 32 Primrose Street as a single unit dwelling for three principal reasons:

- With 15 bedrooms and in excess of 4,000 square feet (372m²) of floor area, the existing building is not well suited to re-use as a single family dwelling;
- The structure is sound, and unlikely to be torn down to be replaced by one that is smaller;
- If the building were to be destroyed by fire, this may not be a desirable location to construct a new single family dwelling because it is located directly between two other apartment buildings and across the street from a third.

The decision to amend policy can be further justified if the proposal is consistent with the overall intent and vision for the area. Based on other policies for the area:

1. The elimination of a 15 room lodging house is in line with the Neighbourhood Planning Strategy's objective of reducing high-density dwellings in the neighbourhood (Section 2.1). While the two dwelling units proposed exceed by one the number permitted per lot under the R1-M zone, and appear to defy policy 2.1.3, two units actually represent a lower net density of development than suggested by the R-1M zone because of the relatively large lot size of 32 Primrose St.²
2. The transformation of a boarded up building into a useful property is supported by the Neighbourhood Planning Strategy concern regarding parts of the neighbourhood that look neglected and unattractive (Section 2.2).
3. Policy 7.0 of the Neighbourhood Planning Strategy indicates that residents are concerned about the need for a higher level of policing and security because the area is perceived to have a high crime rate and a lack of security. The continued occupancy and daytime activity associated with a working office at 32 Primrose may deter undesirable activity from the area.
4. The establishment of a small professional building intended to be for long-term usage, would increase the level of neighbourhood stability in this area.

² R-1M lot size = 2,800ft² OR with one unit equivalent to: 15 units per net acre
32 Primrose lot size = 8,720 ft² OR with two units equivalent to: 10 units per net acre

5. Office uses can be compatible with residential uses, provided adequate controls are in place.

There appears to be adequate justification to consider an amendment to policy to permit the proposed uses by development agreement. The present condition as a vacant, boarded-up building is an eyesore and represents a significantly different situation than what the Plan anticipated. Furthermore, the amendment sought is site specific in nature, and would not affect other properties in the area with unknown consequences.

Proposed Policy

It is proposed that the Community Planning Strategy and Land Use Bylaw for Dartmouth, as well as the Neighbourhood Planning Strategy for Pinecrest/ Highfield Park, be amended as shown in Attachment C. These amendments would allow Community Council to consider a development agreement to permit office and residential uses at 32 Primrose Street. While the entire building may be used for either office or residential uses, the proposed policy limits residential uses to a maximum of two units.

Proposed Development Agreement

The proposed development agreement allows for a ground floor office with two residential units above. This is what TransGlobe intends to build in the immediate future. Conversion of the entire building to a single or two unit residential use, or entirely to an office use may also be considered under the proposed agreement. Adequate controls have been established through provisions contained in the development agreement under Attachment D. Such controls include:

- limitations on hours of operation, commercial signage, and permitted uses;
- requirements for buffering, landscaping, parking and maintenance;
- controls on the exterior appearance;
- no outdoor storage.

Public Information Meeting

A public information meeting concerning the proposal was held on November 9, 2005. Area residents received notice of the meeting by direct mail (Map 1) and the meeting was advertised in the Chronicle Herald. While no major concerns were expressed with the proposed use, residents did not wish to see any outdoor storage or the bold commercial facade originally proposed by TransGlobe. The development agreement attached to this report requires the exterior appearance to be residential in character and requires any changes to the facade to be approved by Council as a non-substantive amendment to the agreement. Minutes of the meeting are provided in Attachment B. Should Council decide to hold a public hearing, a similar process of notification will be undertaken.

BUDGET IMPLICATIONS

None

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 amend the Dartmouth CPS (Pinecrest/ Highfield Park NPS) and Land Use Bylaw, and approve the attached draft development agreement. This is the staff recommendation.
2. Council may choose not to amend the Dartmouth CPS and Land Use Bylaw and refuse the attached draft development agreement. This is not recommended for reasons discussed above. A decision by Council to approve or refuse an application to amend its CPS is final and is not subject to appeal to the Nova Scotia Utility and Review Board.

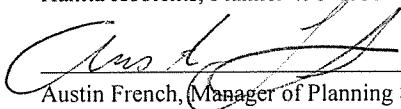
ATTACHMENTS

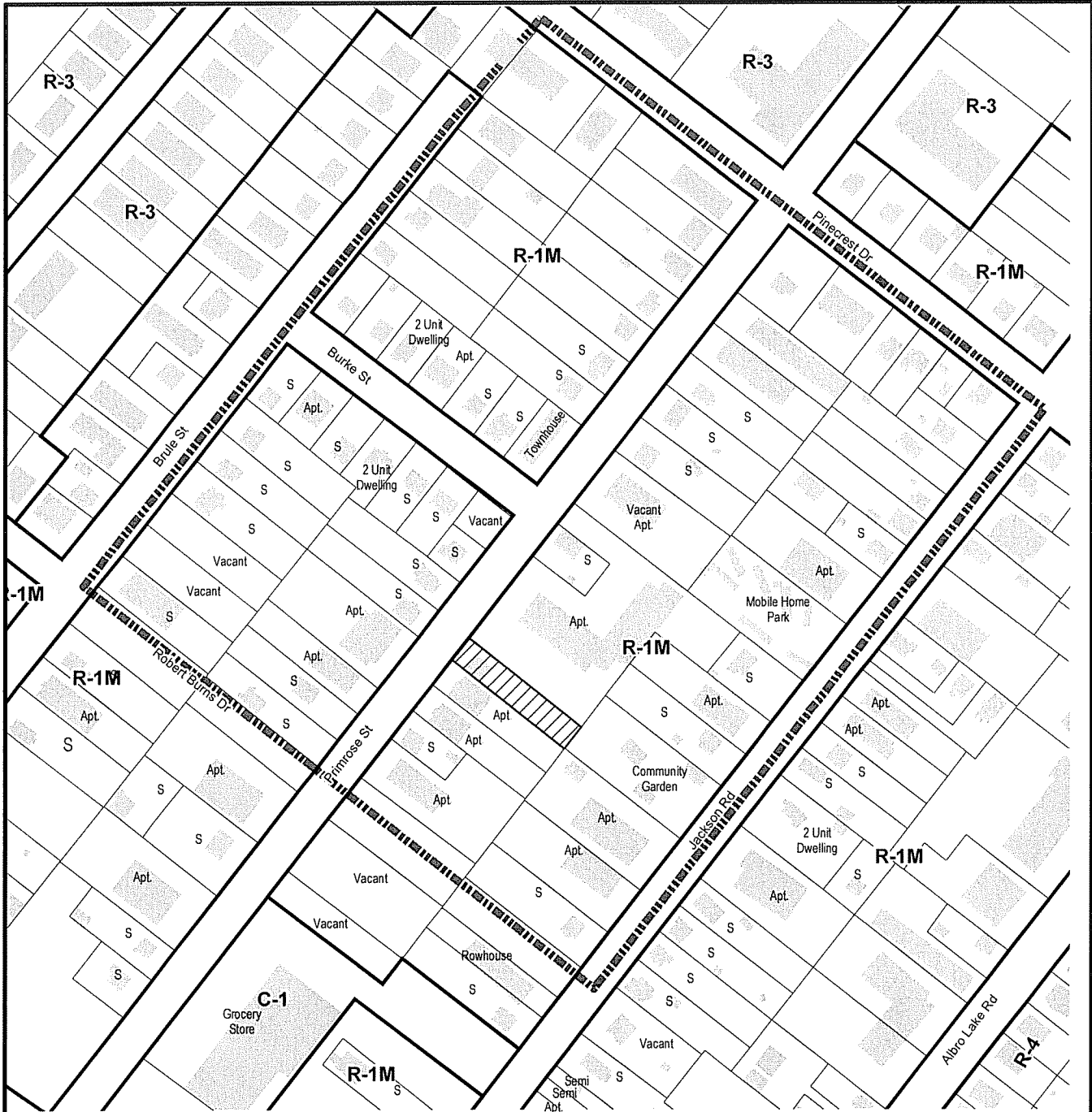
- Map 1: Location, Zoning and Notification Area
Attachment A: Relevant Policies of the Dartmouth Community Planning Strategy
Attachment B: Public Information Meeting Minutes
Attachment C: Proposed Amendments to the Dartmouth CPS and LUB
Attachment D: Draft Development Agreement

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

Report Prepared by: Hanita Koblents, Planner 490-4181

Report Approved by:


Austin French, Manager of Planning Services, 490-6717



Map 1
Location & Zoning and Notification

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT

Land Use

- S Single Unit Dwelling
- Apt Apartment Building

Dartmouth Land Use By-Law Area

Zone

R-1M Single Family (Modified) Residential Zone

C-1 Local Business Zone



Subject Property - 32 Primrose Street

Notification 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

Relevant Policy from the Pinecrest/ Highfield Park Neighbourhood Planning Strategy

2.0 RESIDENTIAL

2.1 Neighbourhood Stability and Residential Zoning

The Pinecrest-Highfield Park neighbourhood has one of the highest population densities in the Metro Area. The population is transient in nature, with over 90 percent of the residents renting their dwelling unit. Since people tend to move in and out of apartments much more frequently, the area lacks a sizable core of long-term residents.

The existing R-3 (Medium Density Residential) Zone has contributed to the replacement of single detached housing by medium density apartments. Furthermore, recent residential construction in the Highfield Park area has been almost exclusively apartment buildings.

Throughout the course of the Neighbourhood Plan's preparation, it was learned that the community's desire was that further apartment construction in the area be prohibited. The objective is to attain a higher level of neighbourhood stability, and this can be achieved, in part, by permitting development which encourages more home ownership and prevents the continued loss of existing single-family homes. Therefore, a new zone, R-1M (Modified), will be established in the Land Use Bylaw, to be placed on the older section of the Pinecrest area, where the majority of remaining single-family homes exist.

Besides facilitating increased stability within the neighbourhood, the new R-1M Zone has two additional advantages. Firstly, the zone will permit development on a lot size which is smaller than that allowed under the traditional R-1 Zone. This should translate into reduced lot prices, and also means that smaller housing units will be constructed, thereby significantly contributing to an affordable housing option within the neighbourhood. In order to enable small lot development to occur, an amendment to the City's Subdivision Regulations is required.

Secondly, the new zone is to be applied to that portion of the Pinecrest area having oversized existing lots (approximately 60 feet by 218 feet). The rear portion of many of these lots is not utilized. By implementing the R-1M Zone, the potential exists to develop single-family lots along newly created streets at the rear of the existing lots. This affords development opportunities for existing property owners, and further increases the single-family residential character of the neighbourhood.

Policy 2.1.1 In order to encourage the stabilization of the Pinecrest-Highfield Park neighbourhood, it shall be the intention of City Council to establish, in the Land Use Bylaw, a Single-Family Modified (R-1M) Residential Zone. The R-1M Zone shall allow those uses permitted in the R-1 (Single Family Residential) Zone. The R-1M Zone shall be applied only to the portion of the Pinecrest-Highfield Park neighbourhood, as indicated on Map 2, which presently contains the highest concentration of existing single-family dwellings.

Policy 2.1.2 In order to facilitate affordable single family housing development, it shall be the intention of City Council, within the R-1M Zone of the Land Use Bylaw, to permit development on lots smaller in size than that permitted within the R-1 (Single-Family) Zone. Therefore, it shall be the intention of City Council to amend the City's Subdivision Regulations in order to permit the creation of smaller lots within the R-1M Zone.

- Policy 2.1.3 It shall be the intention of City Council to not consider rezonings which would permit higher density Residential development on lands zoned R-1M within the Pinecrest-Highfield Park neighbourhood.
- Policy 2.1.4 It shall be the intention of City Council to apply the R-1 (Single-Family Residential) Zone to those properties containing existing single-family dwellings which front on Leaman Drive and Ambercrest Place, as shown on Map 3.
- Policy 2.1.5 It shall be the intention of City Council to apply the R-2 (Two-Family Residential) Zone to those properties containing existing single-family or two-family dwellings which front on Monique Avenue. as shown on Map 3.
- Policy 2.1.6 It shall be the intention of City Council to apply the TH (Town Housing) Zone to those properties containing existing town housing, including the Cedar Court development, a portion of Leaman Drive and a portion of True North Crescent, as shown on Map 3. The remaining vacant lands on True North Crescent shall also be zoned TH (Town Housing).
- Policy 2.1.8 It shall be the intention of City Council to apply the R-3 (Multiple-Family Residential-Medium Density) Zone to those areas of the neighbourhood containing a concentration of existing medium density apartment building development, as shown on Map 3. Generally this includes the Highfield Park area, Pinecrest Drive where it abuts Highfield Park, and the area east of Pinecrest Drive to include development on Crystal Drive, Primrose Street and a portion of Leaman Drive.

It shall be the intention of City Council to apply the R-4 (Multiple-Family Residential - High Density) Zone to those properties containing existing high density apartment building development, generally bounded by Crystal Drive, Farthington Place and Pinehill Park, as shown on Map 3.

2.2 Building Maintenance and Management

Poor property maintenance of some of the rental properties within the Pinecrest-Highfield Park area means that residents are living in less than desirable housing conditions, and that parts of the neighbourhood look neglected and unattractive.

There are two avenues through which this issue can be addressed. The first involves increased enforcement of the City's Minimum Standards of Use and Maintenance of Property Bylaw. This may necessitate the allocation of additional staff for this purpose. The second involves improving the management of apartment buildings. The role of apartment superintendents is seen as being a key element in assuring high maintenance standards, but many apartment buildings are too small to support full-time superintendents (40 units in one or more buildings is seen as being the minimum number).

- Policy 2.2.1 It shall be the intention of City Council to provide increased enforcement of the City's Minimum Standards of Use and Maintenance of Property Bylaw in order to more effectively deal with building and site maintenance within the Pinecrest-Highfield Park Neighbourhood.
- Policy 2.2.2 It shall be the intention of City Council to investigate methods by which the management of apartment buildings can be made more responsive to the needs expressed by the

community. This may be achievable through means such as education programs, incentive programs and City-sponsored demonstration projects.

**Attachment B
Public Information Meeting Minutes**

DATE: November 9, 2005, 7:00 p.m.
LOCATION: John MacNeil Elementary School

ATTENDANCE: Hanita Koblents, Planner
Samantha Charron, Administrative Support
Jim Smith, Councillor
Daniel Drimmer, Applicant
Eight members of the public

Councillor Smith opened the meeting and stated this is a plan amendment that has been requested by Trans Globe for 32 Primrose Street, Dartmouth. He explained the reason behind a Public Information Meeting (PIM) is to listen to what the public has to say about an application. The area in question has mostly apartment buildings, and very few single family homes, and this may be one of the reasons why there is a low turn-out. Notices are sent out to property owners, and not to people who live in apartments, who have to catch the notice by reading the ad in Saturdays newspaper.

Councillor Smith introduced Hanita Koblents, HRM Planner, and Daniel Drimmer, the owner /applicant. Councillor Smith explained that minutes from this meeting would go into a Staff Report.

Hanita Koblents welcomed everyone to the meeting, and introduced Samantha Charron who was recording the minutes. She explained that the purpose of the meeting was to discuss the application that Trans Globe has made for a plan amendment at 32 Primrose Street, Dartmouth. She asked anyone who has any questions during or after the presentation, to please state their name, and address before asking their questions, for the record. Ms. Koblents explained that she would first discuss the planning process and then turn it over to the applicant to describe what they would like to do with the property, and then there would be time for Q & A.

Ms. Koblents explained that Trans Globe made application to use 32 Primrose Street as an office, and since it is in a residential designation of the Dartmouth Municipal Planning Strategy (MPS), commercial or office uses can't be considered as of right. They have made application to amend the MPS for that particular piece of property to allow this type of use. MPS amendments require considerable justification such as if an error was made or conditions have changed since the MPS was written. The first step is for the applicant to provide a letter explaining the justification for the MPS amendment. Staff do a preliminary review of the application, and if it is felt that their rationale has merit, an initiation report will go to Regional Council. MPS amendments are considered a Regional issue whereas re-zoning, and development agreements are dealt with at the Community level. Regional Council decides whether or not there is good reason to proceed, which they did in this case. The next step is to have a public information meeting to find out what concerns, if any, there are, and if the concerns can be addressed. After the PIM, HRM staff will prepare a report with

a recommendation to Community Council. Community Council will review and recommend whether or not the application will go forward, and then it will go to Regional Council for consideration. After it is heard at Regional Council (its called the first reading), then Regional Council will decide whether or not the application will go forward. If they decide that it will not go forward the process ends. If they decide that it will go forward, then they set a Public Hearing (PH) date which is about two weeks after the first reading. Two notices for the PH are placed in the Herald, two Saturdays before the PH date, and a mailout goes out to nearby property owners. Trans Globe has asked to amend the MPS to consider an office use at 32 Primrose Street, Dartmouth by development agreement. The development agreement with the Municipality will control aspects of this use, for example: how the building will appear from the outside, landscaping, and parking.

A member of the public inquired who sends the notices out to the public, and in the future would it be possible to send notification to apartments, as this is an important issue, as there are not many home owners in this area.

Ms. Koblents suggested we could look into this, but a change in policy may be required.

Ms. Koblents reviewed the policies of the Pinecrest-Highfield Park Plan area. The R1-M zone applied to this area allows for single family dwellings. There are also restrictions on apartment developments and policies for improving and maintaining the existing apartments. Ms. Koblents explained that the subject property (32 Primrose Street) was licensed as a 15 room boarding house some years ago when this use was permitted in the zone, and it was used as a transitional shelter for men. Trans Globe purchased this property, and they have no interest in running the boarding house. The only options for this property are to run it as a 15 room boarding house or to use it as a single family dwelling. Trans Globe felt that neither of these uses was appropriate, and as they own many apartment buildings in the area they are looking for a place for their property management offices. Trans Globe was advised by HRM that they are required to go through an MPS amendment process because the property is located in a residential area and offices aren't permitted. Staff felt that this application had some merit, and agreed to take an initiation report to Regional Council, who subsequently initiated the process.

Mr. Drimmer, Trans Globe expressed that they are not in the business of boarding houses as it is not good for the community especially the way that it was done years ago. People are much more likely to come in and out causing more problems than good for the community. Trans Globe proposes to transform the building into their management offices and will not add any height. The amendment would only be about changing the use of the property.

Mr. John George of 82 Jackson Road asked if this will be an office building just for the use of Trans Globe's offices or will other companies be using this for offices as well.

Mr. Drimmer replied it was their intent for Trans Globes to use the offices, the back portion of the building will be used for storage of their maintenance equipment for their properties. He then explained the proposed landscaping and inside layout plan to the residents.

A member of the public asked what kind of equipment they would be storing?

Mr. Drimmer explained they will be storing primarily plumbing supplies, day to day cleaning products, tools, landscaping, maintenance supplies, and equipment that the maintenance guys will need, e.g. a spare stove, pipes, inside maintenance equipment.

A member of the public inquired if trucks, mini back-hoes, gravel, and soil etc. for landscaping would be stored outside behind the building.

Mr. Drimmer explained they will not be storing gravel. He reiterated, that the main use for the back of the building will be for storing items for the day to day inside repairs of their units. They may park maintenance trucks, but no heavy equipment out back.

Mr. Stewart George of Birk Street voiced his concern that he does not want the neighbourhood to be downgraded with an eyesore of gravel and heavy equipment being stored in the back of the building as Homburg Management Company has done in the past in the Jackson Road, Birk Street section of this neighbourhood.

Ms. Koblents mentioned that these types of concerns can be put into the development agreement.

Mr. Drimmer stated that they are not in the landscaping business. The idea behind this is to create a nice community. It is not in their interest to create an eyesore.

Ms. Koblents explained that the development agreement stays with the land, and can limit outdoor storage, but can't restrict who the tenants are, it will only control the use.

Mr. Drimmer reviewed the internal layout of the building again.

Ms. Koblents explained that the application is to change to the policy of the Municipal Planning Strategy (MPS) to allow office space, and associated storage uses, and possibly an upstairs apartment.

Councillor Smith suggested that one of the things that should be put into the development agreement should be what the storage space can be used for.

Mr. Drimmer went over the outdoor plan and entrances to the building; what types of materials will be used for the exterior; and signage. There will be wheelchair accessibility. They would like to improve the building's appearance for the whole community.

Ms. Koblents commented that if signage is a concern for the neighbourhood, then this is something that can be discussed with Trans Globe.

A member of the public said that he is concerned about the colour, overall appearance, and size of the signs. This is not a commercial area, and we feel that you are asking the community to allow this in the midst of a residential area, and Trans Globe should try to keep this looking like a residential area as much as possible. He suggested that the colour of the signage could be toned down as well.

Mr. Drimmer, stated that residents should keep in mind what the building looks like now.

A member of the public commented that he feels that the idea around changing this building is to clean up the area, to make it look nicer.

A member of the public asked how long a project like this would take, from start to finish?

Trevor Zinck expressed that people aren't very happy with a lot of Trans Globe's recent projects. They have had contractors start to do the work, then you don't see anyone for a month at time. He did not want to see the work start and not finish. As a resident of one of Trans Globe's suites, people walk into my apartment building, and they see that there is no carpet down, and it's a negative on us. Mr. Zinck wanted assurance that the plan will go through, and that residents will not be looking at a mess for a long time.

Mr. Drimmer answered this was a fair comment, but it was hard for him to give direct time lines. He suggested they discuss Mr. Zinck's specific concerns with other properties afterwards because everything he just said should not have happened in the first place.

A member of the public asked how the property would be taxed - residentially or commercially? The concern was how the community's taxes would be impacted - would they increase because it might become a commercial area?

Councillor Smith responded that he didn't know what the assessment was, but it would be likely based on the residential rate.

Ms. Kobents stated that this was site specific MPS Amendment which means it will only apply to this lot. So the Development Agreement will be just for this property, and the area is not going to go to a commercial zone.

A member of the public expressed concern that this seems to be the way that everyone seems to be getting in. There should be as much input from the public as possible.

Ms. Kobents explained that when the property is sold, the development agreement is sold with it. The only way the development agreement can go away is if the Developer and Community Council agree to discharge it, and in that case it would go back to the R-1M zone (single family). The Non-conforming use (boarding house) would be lost.

A member of the public stated they were leery of any zoning changes. He bought a 50 foot lot, and when he found out the zoning had to be 60 feet before he could build, he bought another 10 feet but a neighbour just down the road bought a duplex and wanted to tear it down and put in a six unit apartment building, and within a year there was an 80 unit building sitting on that lot. Then it went back to 50 foot lots, and then to 30 foot lots. The rules keep changing.

Councillor Smith explained that decisions were made for the circumstances for that period of time. Today, decisions are made for the current circumstances.

A member of the public did not wish to accuse anyone of anything, but suggested that the zoning changes seem to accommodate people with big money.

Councillor Smith explained there are concerns about applications that come forward and Council looks at the merit of each application that comes forward.

Ms. Koblents explained that anybody has a right to make an application. If this application is approved, it doesn't mean that everyone who applies will be approved. There are some unique conditions around this property that staff felt justified looking further into it.

A member of the public agreed that this may improve the building and should be a benefit to the area.

Mr. Drimmer explained that downstairs will be the administrative offices, while upstairs will be the offices of the manager, and district manager. Then he described the appearance of the building, and suggested that the signage in front and on each side of the building should be looked at again, as it is a little overwhelming.

A member of the public stated that if you want our opinions, the colour could be toned down a bit, and the signs are too much.

Mr. Drimmer agreed he wanted opinions.

Ms. Koblents stated that good points have been raised, especially about indoor versus the outdoor storage.

A member of the public wanted to be sure that it is on the record that there are concerns about a precedent being set.

Mr. Drimmer stated that they were relying on the Planning Department and Council to look after the health of the neighbourhood and hope that this will be something beneficial.

Ms. Koblents, summarized her understanding of comments: this is a residential area; people don't mind the use as long as it's within limits; and the building should look as residential as possible.

A member of the public stated that they like where they live, like how clean the area is, take pride in the area, and prefer not to see it commercialized, and would like to see as few changes as possible.

Ms. Koblents stated that all the suggestions would be discussed, and hopefully incorporated into the proposal.

Meeting adjourned at approximately 9 :00 p.m.

Attachment C

Proposed Amendments to Planning Documents:

Proposed Amendment to the Dartmouth Community Planning Strategy

The Community Planning Strategy for Dartmouth is hereby amended by adding the following, immediately after Policy C-30:

C-31 (i) Notwithstanding the residential designation and the R1-M zoning, Council may consider by development agreement, office uses and up to two residential units at 32 Primrose Street, PID # 00037937.

In addition to having regard for general implementation policy IP-1(c), Council shall ensure that controls are placed in the agreement which reduce the commercial appearance of the property, ensure adequate lot maintenance standards, and minimize impact on nearby residential properties.

Proposed Amendment to the Pinecrest/ Highfield Park Neighbourhood Planning Strategy

The Neighbourhood Planning Strategy for Pinecrest/ Highfield Park is hereby amended by inserting the following immediately after Policy 2.1.3:

2.1.3a Notwithstanding Policy 2.1.3, Council may consider by development agreement, office uses and up to two residential units at 32 Primrose Street, PID # 00037937, in accordance with Policy C-31 of the Dartmouth Community Planning Strategy.

Proposed Amendment to the Dartmouth Land Use Bylaw

The Land Use Bylaw for Dartmouth is hereby amended by:

1. Adding the following to Section 18 of the General Provisions:

18(R) Notwithstanding any other provisions of this Bylaw, on lands known as 32 Primrose Street, as identified on Schedule "Z" of this Bylaw, a development agreement may be considered in accordance with Policy C-31.

2. Adding the attached Schedule "Z".

"SCHEDULE Z"



Zone

R-1M Single Family (Modified) Residential Zone

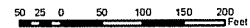
C-1 Local Business Zone



Subject Property - 32 Primrose Street



HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT



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 Land Use By-Law Area

ATTACHMENT D
Proposed Development Agreement

THIS AGREEMENT made this _____ day of _____, 2007,

BETWEEN:

D.D. 32 PRIMROSE LTD.
a body corporate, in the County of
Halifax, Province of Nova Scotia

(hereinafter called the "Developer")

OF THE FIRST PART

and

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 32 Primrose Street (PID #00037937), Dartmouth, Nova Scotia, 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 office and residential uses on the Lands pursuant to the provisions of the Community Planning Strategy and Land Use Bylaw for Dartmouth;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on _____, 2007, referenced as Municipal Case Number 00817;

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 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 Except as otherwise provided for herein, development and use of the Lands shall comply with the requirements of the Dartmouth Land Use Bylaw, as may be amended from time to time.
- 1.3 Except as otherwise provided for herein, the subdivision/ consolidation of the Lands shall comply with the requirements of the Municipality's Regional Subdivision Bylaw, as may be amended from time to time.

- 1.4 Pursuant to Section 1.2 and 1.3, 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 Bylaw of the Municipality applicable to the Lands (other than the Land Use Bylaw and Subdivision Bylaw 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, Bylaws and regulations in connection with the development and use of the Lands.
- 1.5 Where the provisions of this Agreement conflict with those of any Bylaw of the Municipality applicable to the Lands (other than the Land Use Bylaw and Subdivision Bylaw to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.6 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, Bylaws or codes applicable to any lands owned by the Developer or lot owner.
- 1.7 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: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop and use the Lands in a manner which in the opinion of the Development Officer is substantially in conformance with plans attached as the following Schedules to this Agreement:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Ground Floor Plan
Schedule D	Second Floor Plan
Schedule E	North and South Elevation
Schedule F	East and West Elevation
Schedule G	Proposed Ground Sign

- 2.2 Where the written text of this agreement conflicts with information provided in the attached Schedules, the written text of this agreement shall prevail.

2.3 Permitted Uses

- 2.3.1 The following uses only shall be permitted on the Lands:

- a) A two storey building containing office uses with a maximum of 550 square feet (168m²) of associated storage and a maximum of two residential units as generally shown on the Schedules attached hereto;

b) R-1M uses as set out in the Dartmouth Land Use Bylaw.

2.3.2 The entire building may be converted to office uses.

2.3.3 The entire building may be converted to a maximum of two residential units.

2.4 Architectural Requirements

2.4.1 The exterior of the building shall be generally residential in appearance and substantially in conformance with Schedules E and F.

2.4.2 Notwithstanding 2.4.1, the Development Officer may approve minor changes to the appearance of the back and sides of the building.

2.5 Parking

2.5.1 Vehicle parking shall be provided as generally shown on Schedule B.

2.5.2 Bicycle parking shall be provided as per the Dartmouth Land Use Bylaw.

2.6 Landscaping

2.6.1 A detailed landscape plan prepared by a qualified person who is either an Architect who is a member of the Nova Scotia Association of Architects or a Landscape Architect who is a member in good standing of the Atlantic Provinces Association of Landscape Architects, shall be submitted prior issuance of a Construction Permit.

2.6.2 The landscape plan shall provide details to ensure the survival of landscape plant material in the amount and location as generally shown on Schedule B. It shall also contain details to ensure the construction of 6 foot (1.8m) high opaque (e.g. wood) fencing around the entire rear yard, and shall ensure that a minimum of 3 evergreen trees are planted along the rear lot line in an eight foot deep by forty foot wide (2.4m x 12m) sodded strip, and that there is at least one deciduous tree planted in the front yard and one in the back yard.

2.6.3 No outdoor storage of any kind is permitted on the lands.

2.6.4 No occupancy permit shall be issued until such time as the landscaping required under this section has been completed. The Developer shall provide written certification from a qualified person as defined in 2.6.1 to the Development Officer indicating that all landscaping has been completed in accordance with 2.6.1 and 2.6.2 above. However, where such building has been completed and all other terms of this agreement except for landscaping have been met, an occupancy permit may be issued provided that the developer supplies a security deposit in the amount of 120 percent of the estimated cost to complete the landscaping. The security deposit shall be in the form of a certified cheque or an automatically renewing letter of credit issued by a chartered bank to 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 on the landscape plan. The security deposit or unused portion of the security deposit shall be returned to the developer upon completion of the work and its certification.

2.7 Solid Waste Facilities

2.7.1 The proposed building shall include designated space for three stream (refuse, recycling and composting) source separation services (containers, rooms, facilities, etc.). This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Official. Such space shall be located entirely internal to the building and no storage of solid waste will be permitted outside the building.

2.8 Maintenance

2.8.1 The Developer shall maintain and keep in good repair all portions of the development and Lands, including but not limited to, the interior and exterior of the buildings and driveways; maintenance of all landscaping including the replacement of damaged or dead plant stock; litter control, and snow removal/salting of walkways and driveways.

2.9 Signage

2.9.1 One ground sign may be permitted in the front yard, provided the size and shape is substantially similar with that shown in Schedule G.

2.9.2 The sign permitted under 2.9.1 may not be internally illuminated.

2.10 Hours of Operation

2.10.1 Hours of operation of the office use shall be limited from 8am to 8pm Monday to Friday and 9am to 5pm on Saturdays and Sundays.

PART 3: AMENDMENTS

3.1 The provisions of this Agreement relating to the following matters are identified as, and shall be deemed to be, not substantive and may be amended by resolution of Harbour East Community Council:

- a) Changes to the exterior appearance of the front of the building;
- b) Changes to the hours of operation.

3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

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 owner and the Developer shall continue to be bound by all terms and conditions of this Agreement.

- 4.4 Upon the transfer of title 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, 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.
- 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 Bylaw, 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 and in the presence of the developer or its representative 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 defense 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 whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be

recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the Assessment Act.

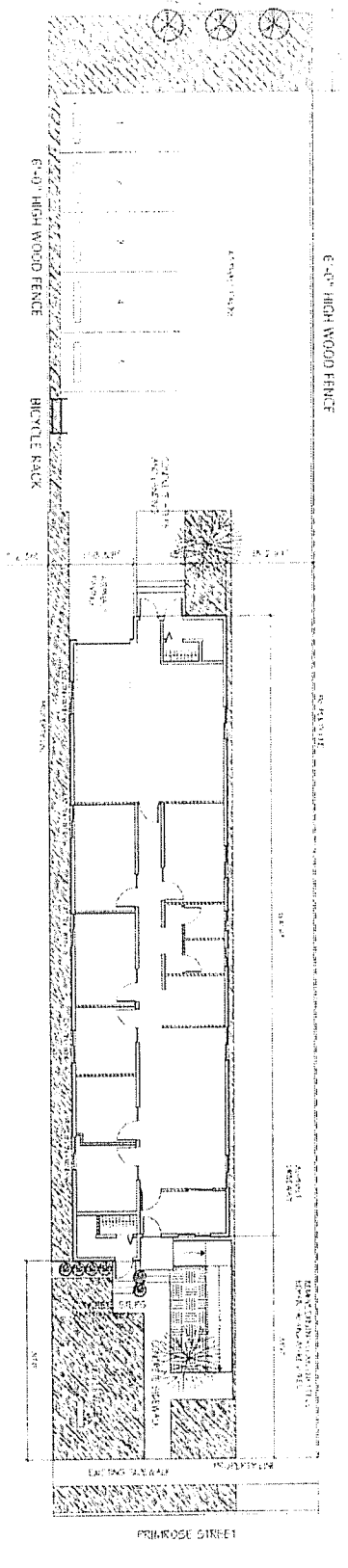
- (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use Bylaw; and/or
- (d) in addition to the above remedies the Municipality reserves 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)	D.D. 32 PRIMROSE LTD.
in the presence of:)	
)	
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

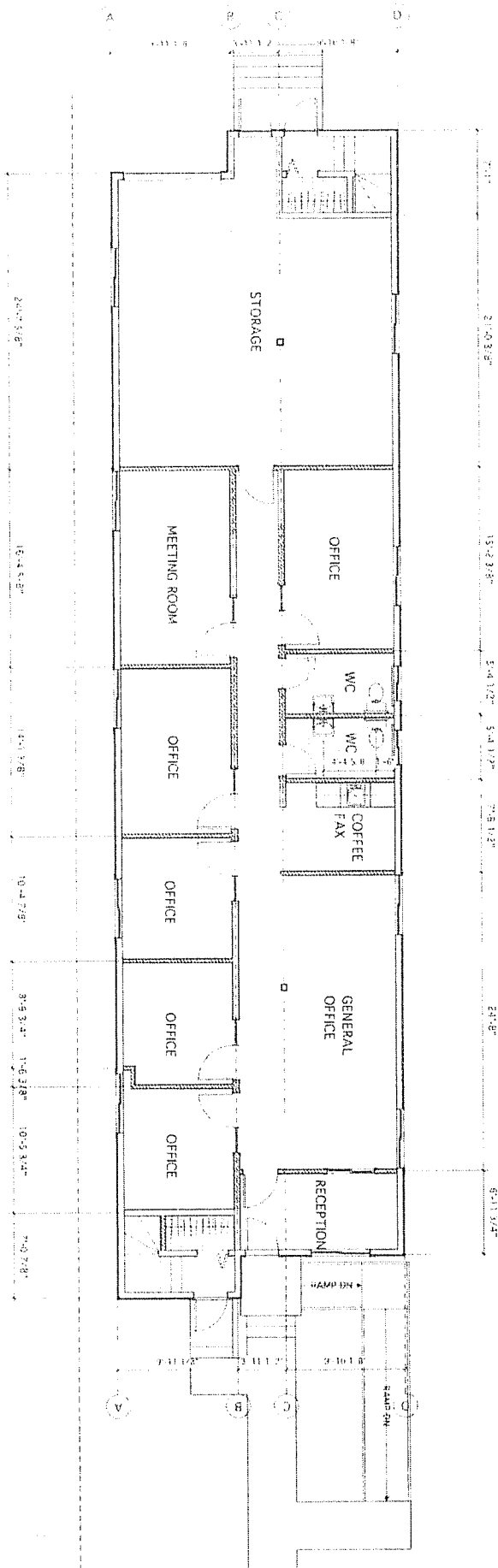
LEGEND:

- ORNAMENTAL DECIDUOUS TREE (2)
- GRASS
- DECIDUOUS SHRUB (2)
- EVERGREEN TREE (3)
- ANNUAL FLOWERS

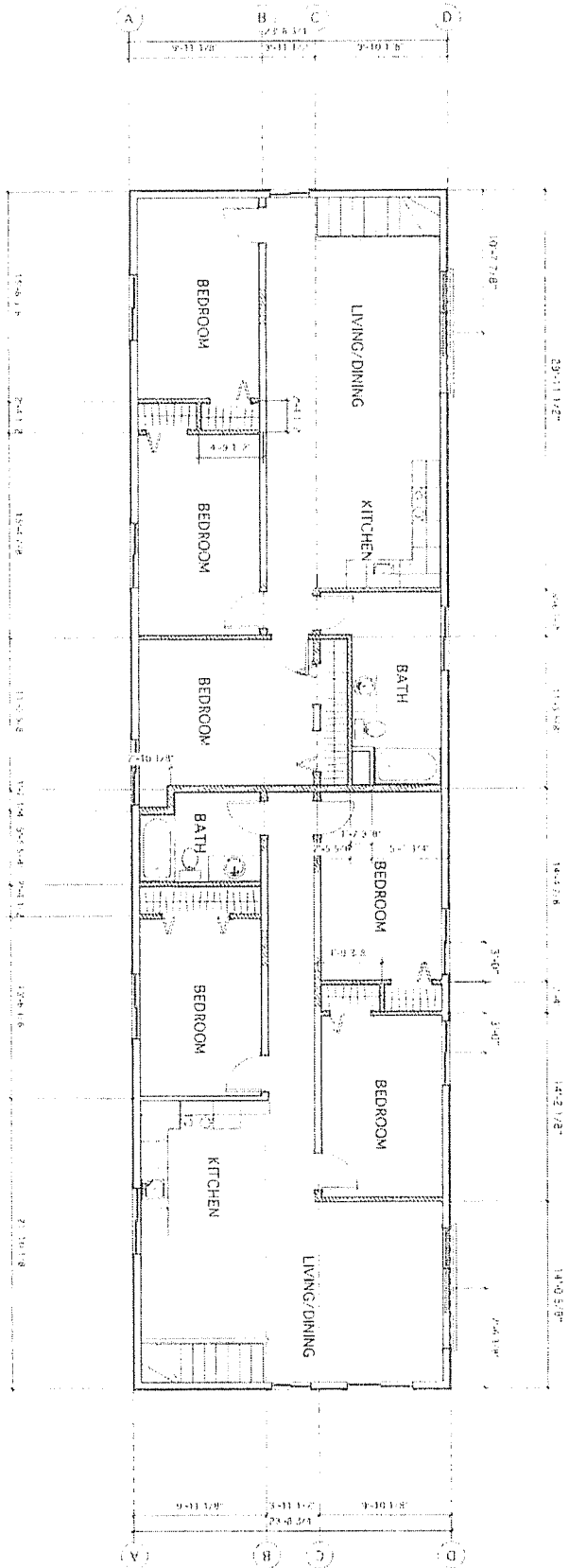


SITE PLAN (SCHEDULE B)

GROUND FLOOR PLAN (SCHEDULE C)



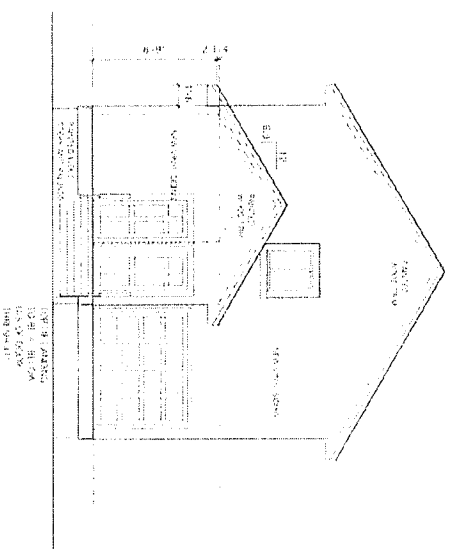
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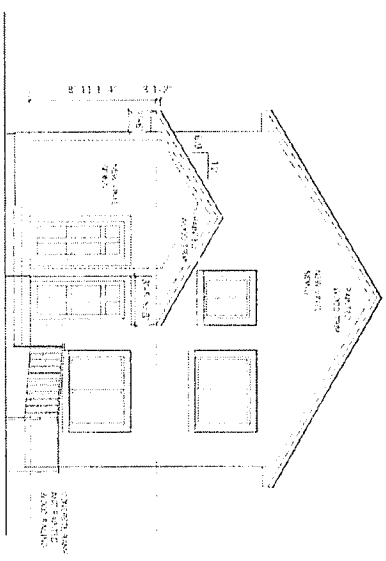
D SECOND FLOOR PLAN (SCHEDULE D)

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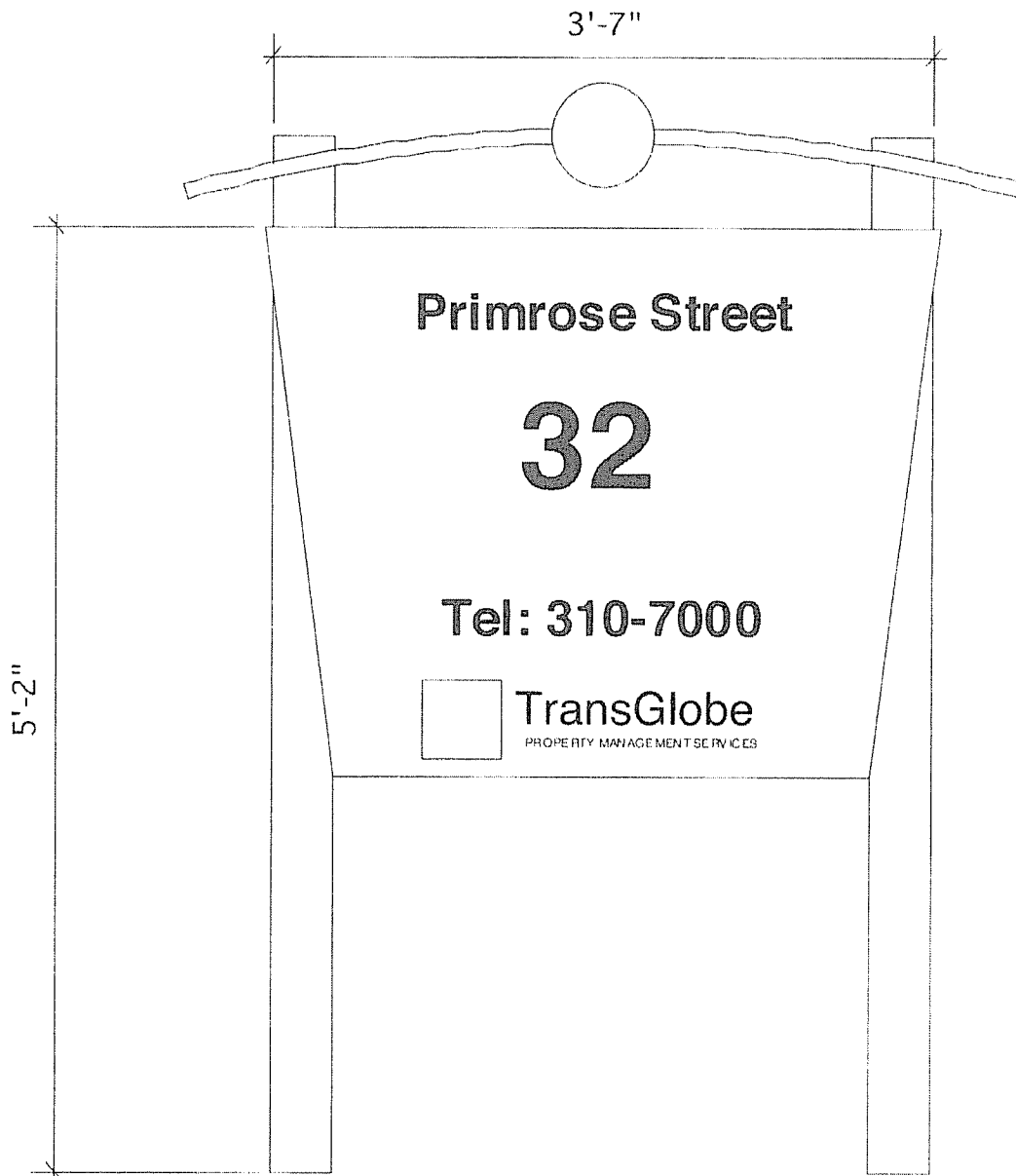


F. NORTH ELEVATION (SCHEDULE E)



E. SOUTH ELEVATION (SCHEDULE E)

RECEIVED
Nov 28 106



1 TYPICAL SITE SIGN
Scale: 1" = 1'-0"