



P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 2.3**  
**Halifax Regional Council**  
**July 19, 2016**  
**August 9, 2016**

**TO:** Mayor Savage and Members of Halifax Regional Council

Original Signed

**SUBMITTED BY:** \_\_\_\_\_  
Councillor Lorelei Nicoll, Chair of Harbour East-Marine Drive Community Council

**DATE:** July 5, 2016

**SUBJECT:** Case 19258: Amendments to the Downtown Dartmouth SPS and LUB and Development Agreement - 8 Linden Lea, Dartmouth

---

**ORIGIN**

June 30, 2016 meeting of the Harbour East-Marine Drive Community Council.

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter*, Section: 25 (c) The powers and duties of a community council include recommending to the Council appropriate by-laws, regulations, controls and development standards for the community.

**RECOMMENDATION**

The Harbour East-Marine Drive Community Council recommends that Halifax Regional Council

1. Give First Reading to consider the proposed amendments to the Downtown Dartmouth Secondary Planning Strategy and Land Use By-law as set out in Attachments A and B of the report dated May 20, 2016 and schedule a joint Public Hearing with Harbour East-Marine Drive Community Council; and
2. Approve the proposed amendments to the Downtown Dartmouth Secondary Planning Strategy and Land Use By-law as contained in Attachments A and B of the report dated May 20, 2016.

**BACKGROUND/ DISCUSSION**

This motion was passed at the June 30, 2016 meeting of the Harbour East-Marine Drive Community Council.

**FINANCIAL IMPLICATIONS**

None identified.

**RISK CONSIDERATION**

There are no significant risks associated with the recommendations in this Report. The risks considered rate Low.

**COMMUNITY ENGAGEMENT**

Harbour East-Marine Drive Community Council is comprised of five duly elected members of Council. Meetings are held monthly and are open to the public, unless otherwise stated. Agendas and minutes are available on the web.

**ENVIRONMENTAL IMPLICATIONS**

None identified.

**ALTERNATIVES**

Community Council did not identify any alternatives.

**ATTACHMENTS**

Attachment 1 – Staff report dated May 20, 2016

---

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Cathy Collett, Legislative Assistant, 902.490.6517

---

P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 13.1.4**  
**Harbour East-Marine Drive Community Council**  
**June 30, 2016**

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

**SUBMITTED BY:** Original Signed  
Bob Bjerke, Chief Planner and Director of Planning and Development

**DATE:** May 20, 2016

**SUBJECT:** **Case 19258: Amendments to the Downtown Dartmouth SPS and LUB and Development Agreement - 8 Linden Lea, Dartmouth**

---

### **ORIGIN**

- Application by W. M. Fares Group
- August 5, 2014, Regional Council initiation of the SPS and LUB amendment process.

### **LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter, Part VIII, Planning & Development*

### **RECOMMENDATION**

It is recommended that Harbour East-Marine Drive Community Council recommend that Halifax Regional Council:

1. Give First Reading to consider the proposed amendments to the Downtown Dartmouth Secondary Planning Strategy and Land Use By-law as set out in Attachments A and B of this report and schedule a joint Public Hearing with Harbour East-Marine Drive Community Council; and
2. Approve the proposed amendments to the Downtown Dartmouth Secondary Planning Strategy and Land Use By-law as contained in Attachments A and B of this report.

It is recommended that Harbour East-Marine Drive Community Council:

3. Give Notice of Motion to consider the proposed development agreement as set out in Attachment C of this report to permit the development of a 4 storey 41 unit multiple unit building at 8 Linden Lea, Dartmouth. The public hearing for the development agreement shall be held concurrently with that indicated in Recommendation 1.

## **BACKGROUND**

W. M. Fares Group is applying to develop a 4 storey residential building at the eastern side of Linden Lea, Dartmouth (Maps 1 and 2). This proposal cannot be considered under existing policy and zoning established in the Secondary Planning Strategy (SPS) for Downtown Dartmouth and the Land Use By-law (LUB) for Downtown Dartmouth. As such, the applicant is seeking an amendment to the SPS and LUB to enable consideration of their proposal through a development agreement. On August 5, 2014, Regional Council initiated the MPS amendment process for the subject site.

<b>Subject Site</b>	8 Linden Lea, Dartmouth
<b>Location</b>	East side of Linden Lea (Map 1)
<b>Regional Plan Designation</b>	Urban Settlement, within Regional Centre, under the Regional MPS
<b>Community Plan Designation (Map 1)</b>	Downtown Neighbourhood in the Downtown Dartmouth SPS
<b>Zoning (Map 2)</b>	DN (Downtown Neighbourhood) in the Downtown Dartmouth LUB
<b>Size of Site</b>	4,707 square metres (1.16 acres)
<b>Street Frontage</b>	45.04 metres (147 feet) along Linden Lea
<b>Site Conditions</b>	Developed with moderate slope at north side of site that is naturally vegetated
<b>Current Use of Subject Property</b>	Existing three storey multiple unit dwelling and associated parking
<b>Surrounding Uses</b>	<p>The surrounding area is comprised mainly of residential uses. Surrounding land uses include:</p> <ul style="list-style-type: none"> <li>• South – several single unit dwellings, a semi-detached dwelling, low rise apartment buildings bounded by Pleasant Street;</li> <li>• West – on the opposite side of Linden Lea, a small park, 2 semi-detached dwellings and low rise apartment building;</li> <li>• North - single unit and semi-detached residential uses beside the subject site and rear yards of single unit dwellings facing Portland Street; and</li> <li>• East - low rise apartments, and single unit dwellings bound by Old Ferry Road.</li> </ul>

### **Existing Planning Policy and Zoning Context**

The Downtown Neighbourhood designation is intended to recognize and protect the character of residential neighbourhoods surrounding the downtown business district. Low density housing types such as one and two unit dwellings, small scale townhouses and a limited conversion of existing dwellings are encouraged throughout the neighbourhoods. In addition, proposals for medium density townhouses and low rise apartments may be considered by development agreement on properties that are identified in the SPS and LUB as Opportunity Sites.

### **Proposal**

The applicant wishes to demolish the existing building on the subject site and develop a 4 storey residential building (Attachment D). Features of the proposed development include the following:

- 41 residential units; and
- underground parking spaces.

The size, density and height of the proposed building do not comply with the SPS and LUB. The applicant has indicated that they believe the proposed building is both suitable for the site and its surroundings despite the area originally being envisioned for low-rise and low density development. Therefore, the applicant is requesting amendments to the planning documents to enable the proposed building subject to a development agreement by identifying the subject site as a residential opportunity site.

### **Planning Approval Process**

The approval process for this application involves two steps:

- First, Regional Council must consider and, if deemed appropriate, approve proposed amendments to the MPS and LUB; and
- Secondly, Harbour East-Marine Drive Community Council must consider and, if deemed appropriate, approve a proposed development agreement.

A public hearing, which is required prior to a decision on both matters, may be held at the same time for both SPS and LUB amendments and a proposed development agreement. In the event Regional Council approves SPS and LUB amendments, Harbour East-Marine Drive Community Council may only make a decision on a proposed development agreement following the amendments to the SPS and LUB coming into effect. A decision on the proposed SPS and LUB amendments is not appealable to the Nova Scotia Utility and Review Board (Board). However, the decision on the proposed development agreement is appealable to the Board.

### **Centre Plan**

The Halifax Regional Municipal Planning Strategy (RMPS) identifies the “Regional Centre” as the area encompassing the Halifax Peninsula and Dartmouth between Halifax Harbour and the Circumferential Highway. Through the recent review of the RMPS, the adoption of a Regional Centre Plan was confirmed as a primary objective for the Municipality. The Centre Plan will include the creation of a new Secondary Municipal Planning Strategy (SMPS) for the Regional Centre as well as regulatory and financial tools to ensure that the vision statement and guiding principles endorsed by Regional Council are achieved. The process is underway, with stakeholder and community engagement continuing in 2016 and a full slate of public consultations in line with the Centre Plan Engagement Strategy, which have already commenced. The existing MPS will remain in effect in Downtown Dartmouth until the Centre Plan is finalized and approved except for certain site specific MPS amendment applications that may be considered in the interim.

## **DISCUSSION**

### **Secondary Planning Strategy Amendments**

The Downtown Dartmouth SPS is a strategic policy document which sets out the goals, objectives and direction for long term growth and development in the former City. While the intention of the Plan is to provide broad direction, Regional Council may consider site-specific SPS amendment requests to enable proposed development which is inconsistent with its policies. SPS amendments of this sort should not be routine undertakings but may be appropriate in situations where the circumstances under which the Plan was adopted have changed such that presiding policies are no longer relevant or desired.

### **Rationale for Site Specific SPS and LUB Amendments**

In this particular case, staff has determined that there is merit in proceeding with site-specific amendments to the MPS and LUB and a development agreement allowance for the site for the following reasons:

- the subject site is situated in an area with a mix of residential types that are near to employment and transit, making it appropriate for residential redevelopment and urban intensification;
- the subject site is of a substantial size but was not previously considered as an opportunity site as there was no interest in pursuing this by the property owner at the time when the SPS was adopted;
- the requirements in Policy N-5 regarding building siting, scale and massing, assist in achieving compatibility with the adjacent residential uses; and

- the development agreement provides a mechanism to ensure a higher quality building design, varying materials and vegetation retention.

### **Evaluation of Proposed SPS and LUB Amendments**

The proposed site specific policy is included in Attachments A and B of this report. To enable the consideration of the proposed building, the proposed SPS and LUB amendments identify 8 Linden Lea as a residential opportunity site. The SPS provides opportunity for medium density housing to be integrated within existing neighbourhoods by considering innovative housing projects on identified sites through the development agreement process. In 2000, five residential opportunity sites were identified within the plan area where such proposals could be considered. These sites were either vacant or under-used and therefore well suited for redevelopment. An opportunity exists for these sites to provide alternative housing choices, while also blending with the character of these areas.

The subject site (Attachment E) was not previously identified as an opportunity site because it was not available for redevelopment during the 2000 plan review. However, the building is now at the end of its functional life and given its size, location within an established neighbourhood, and its proximity to transit and downtown amenities, it is suitable for identification as a residential opportunity site. This in turn, allows for the development to be considered pursuant to the criteria in Policy N-5 (Attachment F). From that review, the following have been highlighted for more detailed discussion:

#### *Building Design, Height and Massing*

The design is a four (4) storey building that is centred within the irregular shaped lot. Policy N-5 allows for three storey multiple unit buildings but minor variations to this may be considered where the proposal clearly adds benefit to the neighbourhood. This is achieved with the following:

- This proposal will be a quality building that utilizes a difficult site configuration and conserves the vegetated steep slope with a non-disturbance limit;
- The façade is designed as a mix of architectural references, including forms, materials and windows, that are consistent with nearby houses and multiple unit buildings;
- The overall articulation of the façade and the transition of the building at the south end as it approaches the backyards and rear of buildings on Linden Lea and Pleasant Street contributes to reducing the viewer's perception of the building mass; and
- The proposed development agreement requires that the same façade treatment be applied on all sides of the buildings so that the same quality materials and colours are ensured.

#### *Compatibility*

The density, scale, height, building materials and architectural character of the surrounding buildings were factors taken into consideration in assessing the compatibility of this proposal along with pedestrian linkages, landscaping and traffic implications. The parking is provided underground (41 spaces) along with minimal surface parking (5 spaces to serve visitors) located within the forecourt. The development agreement process enables design controls to be established through the process that creates a quality building. The proposed building has a street setback greater than existing surrounding buildings that visually minimizes the additional 2 storeys in height beyond what is typical in the area. This minimized perception of height in combination with an articulated facade and effective use of windows contributes to visually reducing the bulk of the proposed building. The use of individual windows interspersed with solid wall refers to the scale and verticality of windows in the surrounding buildings and relates the scale and character of the proposed building to the existing buildings. The proposed building, associated setbacks between it and adjacent buildings, transitions in height at the north and south elevations to the existing 2 storey buildings. The proposed building represents an appropriate development in relation to its surroundings.

#### *Housing Type Mix*

The residential building permitted under the proposed development agreement provides a total of 41 dwelling units. The building provides a dwelling unit type mix of 15 one-bedroom, 20 two-bedroom and 6 three-bedroom units. The proposed development agreement allows the Development Officer to vary the number of unit types by up to 10 percent of the total number of units.

### *Landscaping and Amenity Spaces*

The proposed development agreement requires a landscape design to be prepared by a landscape architect for the subject site. Requirements in the proposed agreement provide specific design guidelines for landscape architectural design treatment of private landscaped amenity space, pedestrian connections to the building, the underground parking access and landscaped areas adjacent the buildings. All plant materials used in landscaping the subject site are required to meet industry standards and a maintenance clause ensures that the site is kept in a state of quality and good repair.

### *Traffic Impact and Access*

A Traffic Impact Study (TIS) submitted in support of the application concludes that traffic from the proposed development can be accommodated within the existing street network. Vehicle trips generated by the site are not expected to have any significant impact to the performance of adjacent streets, nearby intersections or the regional street network. Staff concurs with the conclusion and recommendation of the study.

### **Public Information Meeting**

A Public Information Meeting (PIM) was held on October 22, 2014 concerning the proposal. Attachment G contains a copy of the minutes from the meeting. The public identified the increased traffic volumes generated onto Pleasant Street and St. George's Lane as concerns. There was concern about the four storey height, scale, large bulk of the building and that its ends were too close to existing buildings. It was also noted that there was a lack of landscaping and unusable private amenity space.

As discussed previously, the TIS submitted in support of the application concludes that traffic from the proposed development can be accommodated within the existing street network. Following the PIM, staff members discussed the points raised by the public but agreed that the TIS was correct in its conclusion and recommendations.

Following the PIM the applicant revised the building design to lower the underground parking further into the ground (and moving the access to the underground parking to the end of the building) which lowered the overall height of the building. Decreasing the overall height of the building reduced its apparent size. Changes were also made to increase the articulation of the facade and changes to window patterns have also reduced the appearance of the building's size. In addition, the building was decreased in height at both ends (going from 4 storeys at the south end to 2 storeys) so as to transition well to existing buildings.

The proposed development agreement requires a landscape plan (prepared by a landscape architect) and gives specific direction for treatment of the private amenity space as well as the underground parking entrance and the pedestrian connection to the main building access. The retained vegetation that is intended to satisfy buffer screening requirements between properties will be supplemented where needed through the landscape plan.

### **Centre Plan**

HRM has adopted a vision and guiding principles for the Regional Centre which forms the basis for undertaking comprehensive planning. Policy RC-3 of the RMPS identifies the creation of a Centre Plan and accompanying Land Use By-law which will be guided by the vision and guiding principles.

Included in the vision is a statement which aims to strengthen the Regional Centre's vibrancy, animation and economic health through the cultivation of a compact, civic inspired and human-scaled urban fabric of streets, blocks and buildings.

The guiding principles for the Regional Centre commit to new development being of high quality and compatible with other high quality developments. Additionally, guiding principles developed with the community for the Regional Centre in the drafting and adoption of the Regional Plan include a desire that new developments respond to the natural, cultural, historical, and urban character of their context and that new buildings contribute to the betterment of the public realm and support quality urban design.

To date, the Centre Plan has undertaken a significant public engagement program in an effort to ensure the new policies and regulations guiding development of Regional Centre communities will be consistent with the desires and vision of the communities themselves. The Centre Plan team has also been continuously involved in ongoing planning application work in the Regional Centre to maintain consistency between current planning decisions, and projected future planning policy. In this case, approval of the proposed development would not conflict with the overarching goals of the Centre Plan, and would at a high level be consistent with its current direction.

### **Conclusion**

It is recommended that the Downtown Dartmouth SPS and LUB be amended to include 8 Linden Lea as a new opportunity site. This allows for the consideration of a new multiple dwelling unit building that is appropriate for the site and its surroundings. Controls are placed on the scale, setbacks, landscaping and land uses of the proposal through a development agreement that, pursuant to the policies of the SPS, is recommended for approval by the Community Council.

### **FINANCIAL IMPLICATIONS**

The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Amending Development Agreement. The administration of the agreement can be carried out within the proposed budget with existing resources.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application involves proposed amendments to a Municipal Planning Strategy. Such amendments are at the discretion of Regional Council and are not subject to appeal to the Nova Scotia Utility and Review Board. Other information about the risks and other implications of adopting the amendments are contained within the Discussion section of this report. The application also includes a proposed development agreement that is to be considered by Harbour East – Marine Drive Community Council, pending approval of the Municipal Planning Strategy amendments. The development may be the subject of an appeal to the Nova Scotia Utility and Review Board.

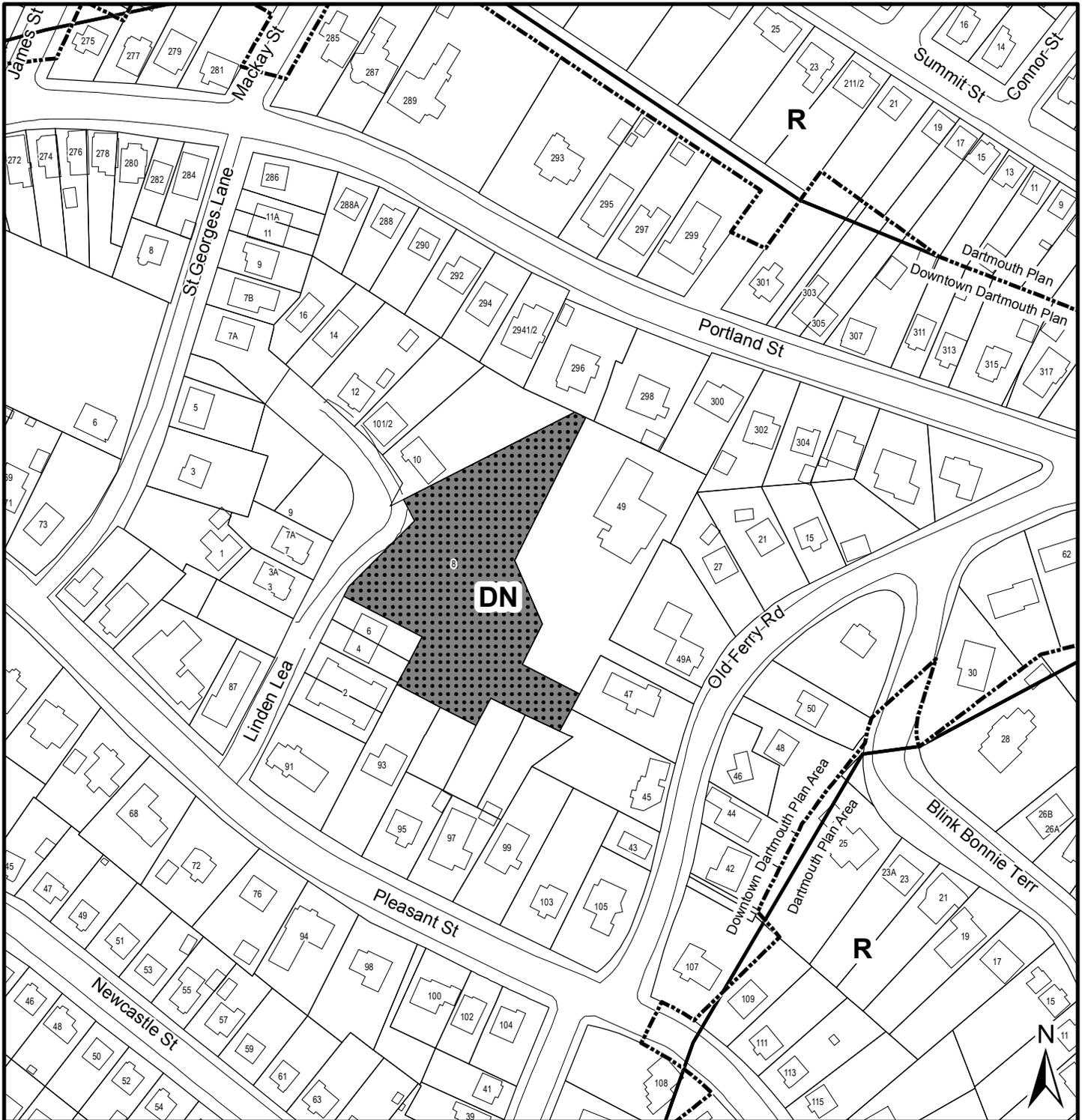
### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting (PIM) held on October 22, 2014. Attachment E contains a copy of the minutes from the meeting.

For the PIM, notices were posted on the HRM website, in the newspaper, and mailed to property owners with the notification area shown on Map 2. Prior to considering the approval of any MPS amendments, Regional Council must hold a public hearing. Should Regional Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, individual property owners within the notification area will be advised of the public hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed amendments will potentially impact the following stakeholders: local residents and property owners, community or neighbourhood organizations, and business and professional associations.





**Map 1 - Generalized Future Land Use**

**HALIFAX**

8 Linden Lea,  
Dartmouth

 Subject Property

 Plan Area Boundary

**Designation**

Downtown Dartmouth

Dartmouth

DN Downtown Neighbourhood

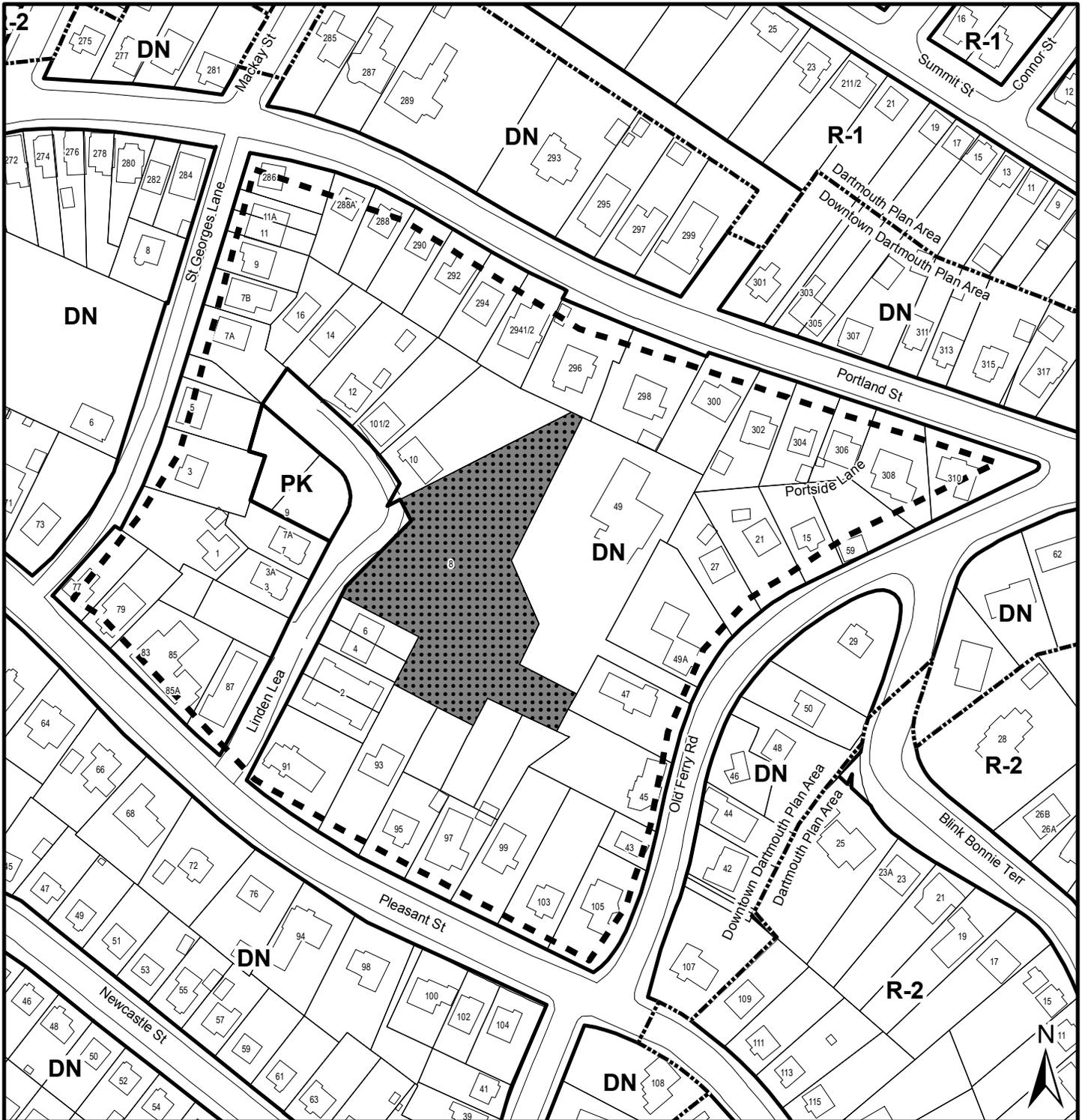
R Residential



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

Downtown Dartmouth  
Plan Area



### Map 2 - Zoning and Notification

8 Linden Lea,  
Dartmouth

-  Subject Property
  -  Area of Notification
  -  Plan Area Boundary
- Downtown Dartmouth Plan Area

Zone	
Downtown Dartmouth	DN Downtown Neighbourhood
	PK Park and Open Space
Dartmouth	R-1 Single Family Residential
	R-2 Two Family Residential

**HALIFAX**



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

## ATTACHMENT A

### Proposed Amendments to the Downtown Dartmouth Secondary Planning Strategy

**BE IT ENACTED** by the Regional Council of the Halifax Regional Municipality that the Downtown Dartmouth Secondary Planning Strategy is hereby further amended as follows:

1. Amending “Map 3: Neighbourhoods” map by identifying 8 Linden Lea as Site F, as illustrated in Schedule A attached hereto; and
2. By adding the following wording to “Figure 4: Neighbourhood Residential Opportunity Sites” of Section 4.1:

**“Site F- 8 Linden Lea (1.16 acres)”**

**This site is developed with a three storey multiple unit dwelling that is nearing the end of its functional life. The site is surrounded by a mix of single unit dwellings, low rise walk up apartments and two unit dwellings. On the west side of Linden Lea is a small park. The site is within walking distance of transit facilities and downtown amenities and may be best utilized for multiple unit residential development. The irregularly shaped lot and moderately steep slope at the rear of the site require an innovative design but the large lot area provides for large building footprint, private amenity space and retention of the trees surrounding the site boundary that will provide a mature vegetative buffer.**

3. Amending the text of the preamble and Policy N-5 by deleting references to the word “five” and replacing them with the word “six”.

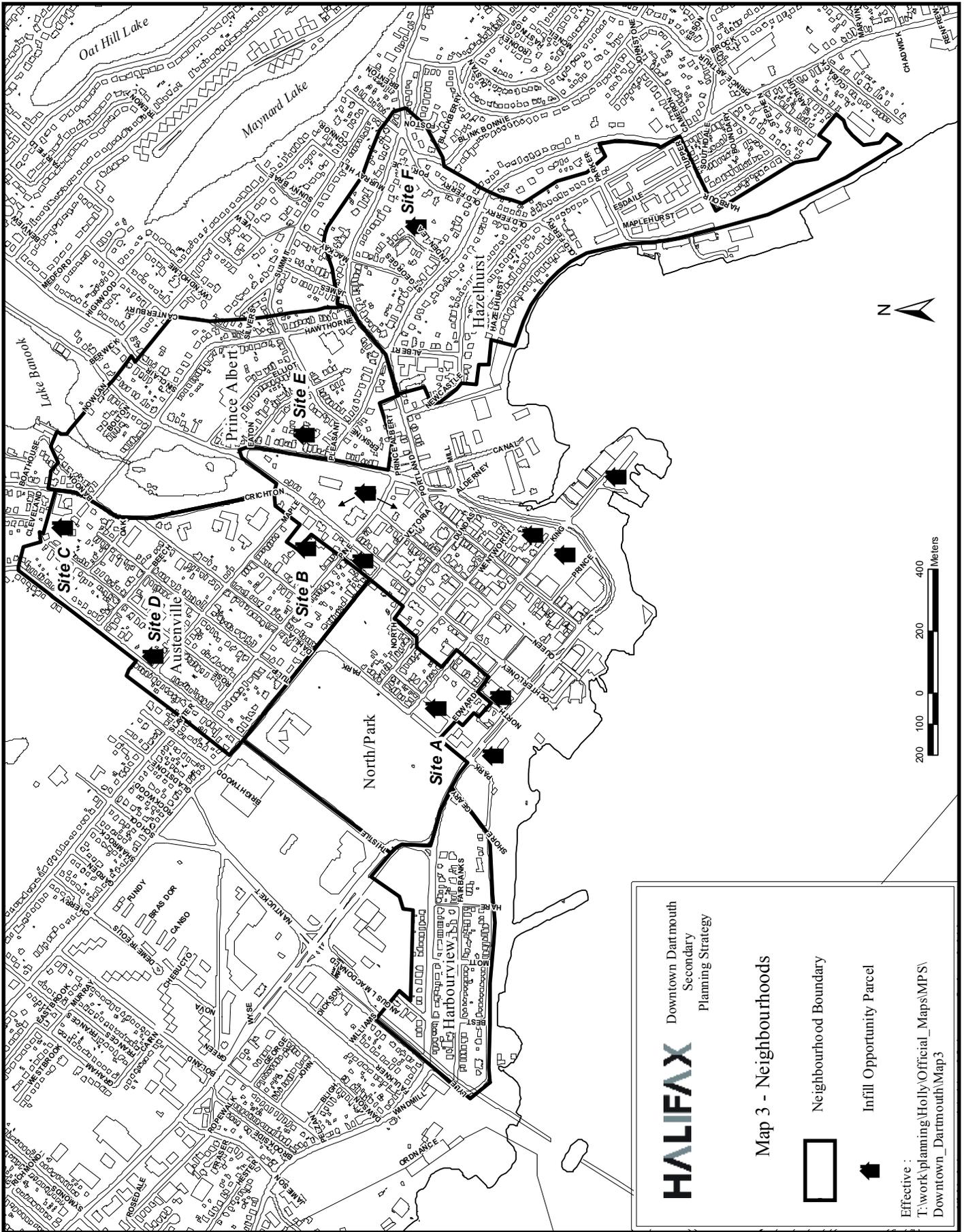
I HEREBY CERTIFY that the amendments to the Downtown Dartmouth Secondary Planning Strategy, as set out above, were duly passed by a majority vote of the Halifax Regional Council at a meeting held on the \_\_\_ day of \_\_\_\_\_, 2016.

GIVEN under the hand of the Clerk and the Corporate Seal of the Halifax Regional Municipality this \_\_\_ day of \_\_\_\_\_, 2016.

---

Municipal Clerk

# Schedule A



Downtown Dartmouth Secondary Planning Strategy

**ATTACHMENT B**

**Proposed Amendments to the Downtown Dartmouth Land Use By-law**

**BE IT ENACTED** by the Regional Council of the Halifax Regional Municipality that the Downtown Dartmouth Land Use By-law is hereby further amended as follows:

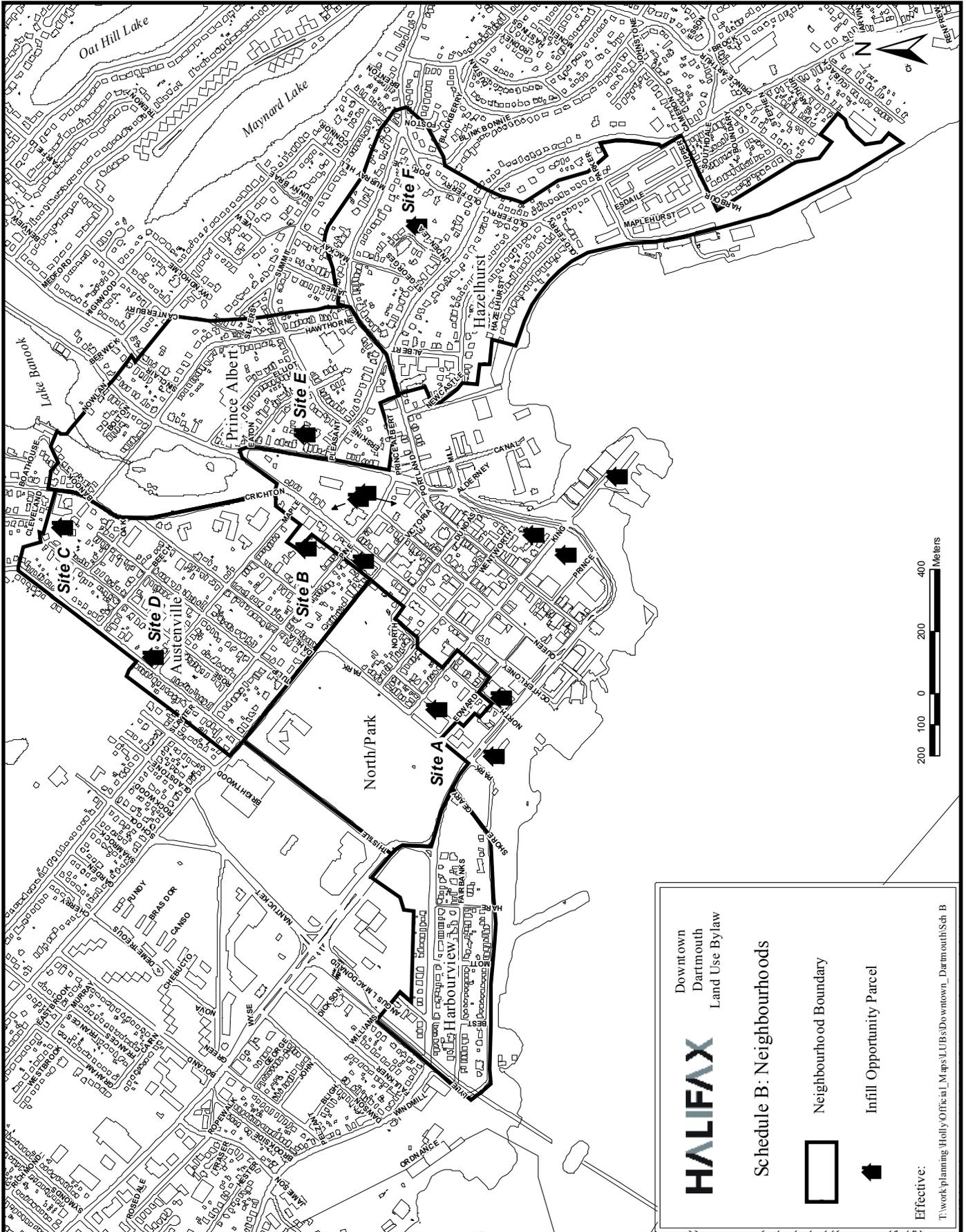
1. Amending the "Schedule B- Neighbourhoods Map" by identifying 8 Linden Lea as Site F as illustrated in Schedule B attached hereto.

I HEREBY CERTIFY that the amendments to the Land Use By-law for Downtown Dartmouth, as set out above, were duly passed by a majority vote of the Halifax Regional Council at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

GIVEN under the hand of the Clerk and the Corporate Seal of the Halifax Regional Municipality this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Municipal Clerk

# Schedule B



Downtown Dartmouth Land Use By-Law

**HALIFAX**

Downtown  
Dartmouth  
Land Use By-law

Schedule B: Neighbourhoods

- Neighbourhood Boundary
- Infill Opportunity Parcel

Effective:

T:\work\planning\Holly\Official\_Maps\LUBs\Do\ntown\_DartmouthSch B

**Attachment C: Proposed Development Agreement**

THIS AGREEMENT made this      day of **[Insert Month]**, 2016,

BETWEEN:

**[INSERT DEVELOPER NAME]**

a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 8 Linden Lea, Dartmouth, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a residential use building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy N-5 of the Downtown Dartmouth Secondary Planning Strategy;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality, approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19258;

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

**1.1 Applicability of Agreement**

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

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

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

**1.3 Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and

regulations, as may be amended from time to time, in connection with the development and use of the Lands.

- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

#### **1.4 Conflict**

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

#### **1.5 Costs, Expenses, Liabilities and Obligations**

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

#### **1.6 Provisions Severable**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

### **PART 2: DEFINITIONS**

#### **2.1 Words Not Defined under this Agreement**

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Regional Subdivision By-law, if not defined in these documents their customary meaning shall apply.

### **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

#### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19258:

Schedule A	Legal Description of the Land(s)
Schedule B	Site/Landscape Plan

Schedule C	Below Grade Parking
Schedule D	Floor Plan Level 100
Schedule E	West Elevations
Schedule F	South Elevation
Schedule G	East Elevations
Schedule H	North Elevation

### **3.2 Requirements Prior to Approval**

3.2.1 Prior to the issuance of any Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A Landscaping Plan in accordance with Section 3.7 of this Agreement;
- (b) A Lighting Plan in accordance with Section 3.6 of this Agreement; and
- (c) A Site Grading Plan prepared by a Professional Engineer and acceptable to the Development Engineer in Accordance with Section 5.1 of this Agreement.

3.2.2 At the time of issuance of any Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in Section 3.6 of this Agreement; and
- (b) Written confirmation from a Landscape Architect (a full member of the Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in Section 3.7 of this Agreement. The Development Officer may request further information in the Landscape Plan if it is found not satisfactory.

3.2.3 The Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By law (except to the extent that the provisions of the Land Use By law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

3.3.1 The use(s) of the Lands permitted by this Agreement shall be a multiple unit dwelling.

3.3.2 Unless otherwise stated in this Agreement, development of the Lands shall conform to the applicable provisions of the Downtown Dartmouth Land Use By-law as amended from time to time.

### **3.4 Siting and Architectural Requirements**

3.4.1 The building shall be located and oriented as generally illustrated on Schedule B of this Agreement.

3.4.2 There shall be a maximum of 41 dwelling units,

3.4.3 There shall be area of non-disturbance east of the building.

- 3.4.4 There shall be 41 below grade parking spaces.
- 3.4.5 The Developer agrees that the design, form, and exterior materials of the buildings shall, in the opinion of the Development Officer, conform to the Buildings Elevations included with this Agreement as Schedules.
- 3.4.6 All façades facing onto Linden Lea and Pleasant Street shall be designed and detailed as primary façades. Further, detailed architectural treatment shall be continued around all sides of the buildings as identified on the Schedules E to H.
- 3.4.7 Any exposed foundation in excess of two (2) feet in height and a minimum of ten (10) square feet in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer. Larger areas of exposed foundation shall be given design consideration in the Landscape Plan as per Section 3.7 of this Agreement.
- 3.4.8 All vents, down spouts, flashing, electrical conduits, metres, service connections and other functional elements shall be treated as integral parts of the building design. Where appropriate these elements shall match the colour of the adjacent surface, except where used expressly as an accent.
- 3.4.9 The building shall be designed such that the mechanical systems (HVAC, AHU, exhaust fans, etc.) are not visible from Linden Lea, Pleasant Street or adjacent residential properties. Furthermore, mechanical equipment or exhaust fans shall be surrounded by opaque screening as an integral part of the building design. This shall exclude individual residential mechanical systems.
- 3.4.10 Refuse containers for five (5) stream waste sorting shall be located inside the buildings and shall be fully screened from adjacent streets by means of opaque fencing or masonry walls with view obstructing landscaping.

### **3.5 Parking, Circulation and Access**

- 3.5.1 Surface parking areas shall be sited as generally shown on Schedule B. All other parking required for the building shall be provided underground.
- 3.5.2 The underground parking area shall provide a minimum of 41 underground spaces.
- 3.5.3 The surface parking area shall provide a minimum of 5 spaces. The surface parking area shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and shall be surrounded by concrete curbing.

### **3.6 Outdoor Lighting**

- 3.6.1 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from public streets, adjacent lots and buildings.
- 3.6.2 Further to Subsection 3.6.1, prior to the issuance of a Development Permit, a qualified professional shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:
  - (a) The location, on the building and on the premises, of each lighting device; and

- (b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.

3.6.3 The information used to satisfy the requirements of this section may be included on the site plan or building elevations provided that the Development Officer is satisfied of compliance with this Agreement.

### **3.7 Landscaping**

3.7.1 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and the Urban Forest Master Plan and generally conforms with the overall intentions of the preliminary landscape features shown on Schedule B. The Landscaping Plan shall be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects) and comply with all provisions of this section.

3.7.2 Occupancy Permits shall not be issued for the Buildings until the Developer shall submit to the Development Officer a letter, prepared by a member of the Canadian Society of Landscape Architects, certifying that all landscape design has been completed in accordance with this Agreement.

3.7.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications in the opinion of the Landscape Architect that prepares the Plan required pursuant to subsection 3.7.1.

3.7.4 All portions of the Lands not used for structures, parking areas, driveways, curbing, or walkways shall be landscaped except for areas where natural vegetative cover is maintained. Landscaping shall be deemed to include grass, mulch, decorative stone or water features, planting beds, trees, bushes, shrubs or other plant material or decorative element deemed acceptable by the Development Officer.

3.7.5 The Landscape Plan shall include the location, spacing and species of any vegetation. The Developer shall maintain all landscaping, shrubs, plants, flower beds and trees and shall replace any damaged, dead or removed stock.

3.7.6 Specifications for all fabricated landscaping elements such as fencing, retaining walls, benches, and lighting shall be provided to the Development Officer, and shall describe their design, construction, specifications, materials and placement.

3.7.7 The Landscape Plan shall provide details of all ground level open spaces, sidewalks, hardscapes and softscapes as shown on the attached Schedules. The Plan shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features.

3.7.8 Retaining walls shall be permitted on private property only, unless otherwise approved by the Development Engineer, and any retaining wall shall be constructed of concrete or modular stone retaining wall system or an acceptable equivalent in the opinion of the Development Officer.

3.7.9 Details of any retaining wall systems that exceed a height of three (3) feet shall be identified, including the height and type of any fencing proposed in conjunction with it. A construction detail of any wall and fence combination shall be provided and certified by a Professional Engineer prior to the issuance of an Occupancy Permit.

3.7.10 The Landscape Plan shall provide design details to mitigate the visual impact of the underground parking entrance.

3.7.11 Planting materials shall be carefully selected for their ability to survive in their specific location relative to such factors including, but not limited to, sunlight/shade conditions, existing vegetation and sea exposure conditions.

3.7.12 Private Landscaped Area:

- (a) The Developer shall locate and construct a private landscaped area as generally illustrated on Schedule B;
- (b) The landscaping and design for the private landscaped area shall conform to the requirements of Section 3.7 of this Agreement and shall be included on the Site Grading Plan required pursuant to section 5.1.; and
- (c) The design of the private landscaped area shall provide a safe physical connection to the Main Entrance identified on Schedule B as well as a strong visual connection.

3.7.13 Notwithstanding section 3.7.2, where the weather and the time of year do not allow the completion of outstanding landscape works at the time of issuance of the Occupancy Permits for the building, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.8 Maintenance**

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the 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 and ice control, de-icing of walkways and driveways.

### **3.9 Signs**

3.9.1 Signage shall conform to the following requirements:

- (a) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
- (b) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands;
- (c) Minor directional ground signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes are permitted on the Lands;
- (d) One (1) permanent ground sign shall be permitted on the Lands to denote the development name. The location of such sign shall require the approval of the Development Officer in consultation with the Development Engineer. The maximum

height of any such sign inclusive of support structures shall not exceed 6 (six) feet and the face area of any sign shall not exceed 20 square feet. All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low-wattage shielded external fixtures.

3.9.2 Temporary signs under the Temporary Sign By-law are not permitted.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

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

### **4.2 Off-Site Disturbance**

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

### **4.3 Other Approvals**

The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater, sewer and drainage systems, streets, and utilities. 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 herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-laws.

### **4.4 Municipal Water Distribution, Sanitary Sewer and Storm Sewer Systems**

The Municipal water distribution, sanitary sewer and storm sewer systems shall conform with Halifax Water's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

### **4.5 Solid Waste Facilities**

4.5.1 Each building shall provide designated space for five (5) stream source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources as per By-law S-600.

4.5.2 Refuse containers and waste compactors shall be screened from public view by means of opaque fencing or masonry walls with view obstructing landscaping.

### **4.6 Private Infrastructure**

All private services and infrastructure located on the Lands, including but not limited to the private circulation driveway(s), laterals for water and sewer, and any private stormwater pipes or collection systems, shall be owned, operated and maintained by the Developer. Furthermore, the Municipality shall not assume ownership of any of the private infrastructure or service systems constructed on the Lands.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Site Grading Plan and Stormwater Management**

No Development Permit shall be issued unless a Site Grading Plan, prepared by a qualified Professional Engineer in accordance with the Municipal Design Guidelines, is submitted to the Municipality. The plan(s) shall identify stormwater management measures to minimize any adverse impacts on adjacent lands or stormwater drainage systems during and after construction.

### **5.2 Erosion and Sedimentation Control Plan**

Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

### **5.3 Erosion Control**

No Occupancy Permit shall be issued unless a Professional Engineer certifies that the entire lot is stabilized in accordance with all applicable standards and regulations of the Province of Nova Scotia and with the terms of this Agreement. Any temporary stabilization of the Lands shall be replaced with final landscaping within six (6) months of the issuance of the Occupancy Permit. If final landscaping cannot be completed due to seasonal conditions then the owner of the Lands shall be responsible for ensuring that any temporary stabilization materials are replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.

### **5.4 Stormwater Management System**

The Developer agrees to construct, at its own expense, the Stormwater Management System associated with the proposed development. The Developer shall provide certification from a Professional Engineer that the system has been constructed in accordance with the approved design. All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

### **5.5 Failure to Conform to Plans**

If the Developer fails at any time during any site work or construction to fully conform to the requirements set out under Part 5 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Officer, in consultation with the Development Engineer, to ensure compliance with the approved engineering plans.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:

- (a) Minor changes to the location and layout of the building as illustrated on Schedule B;
- (b) Minor changes to the architectural design of the building;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

## **6.2 Substantive Amendments**

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **7.3 Commencement of Development and Extension of Commencement Date**

7.3.1 In the event that construction has not commenced within two (2) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed underground parking for the buildings.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least 60 calendar days prior to the expiry of the commencement of development time period.

### **7.4 Completion of Development and Discharge of Agreement**

7.4.1 If the Developer fails to complete the development after five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

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

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

- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Secondary Planning Strategy and Land Use By-law for Sackville Drive, as may be amended from time to time.

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

### **8.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

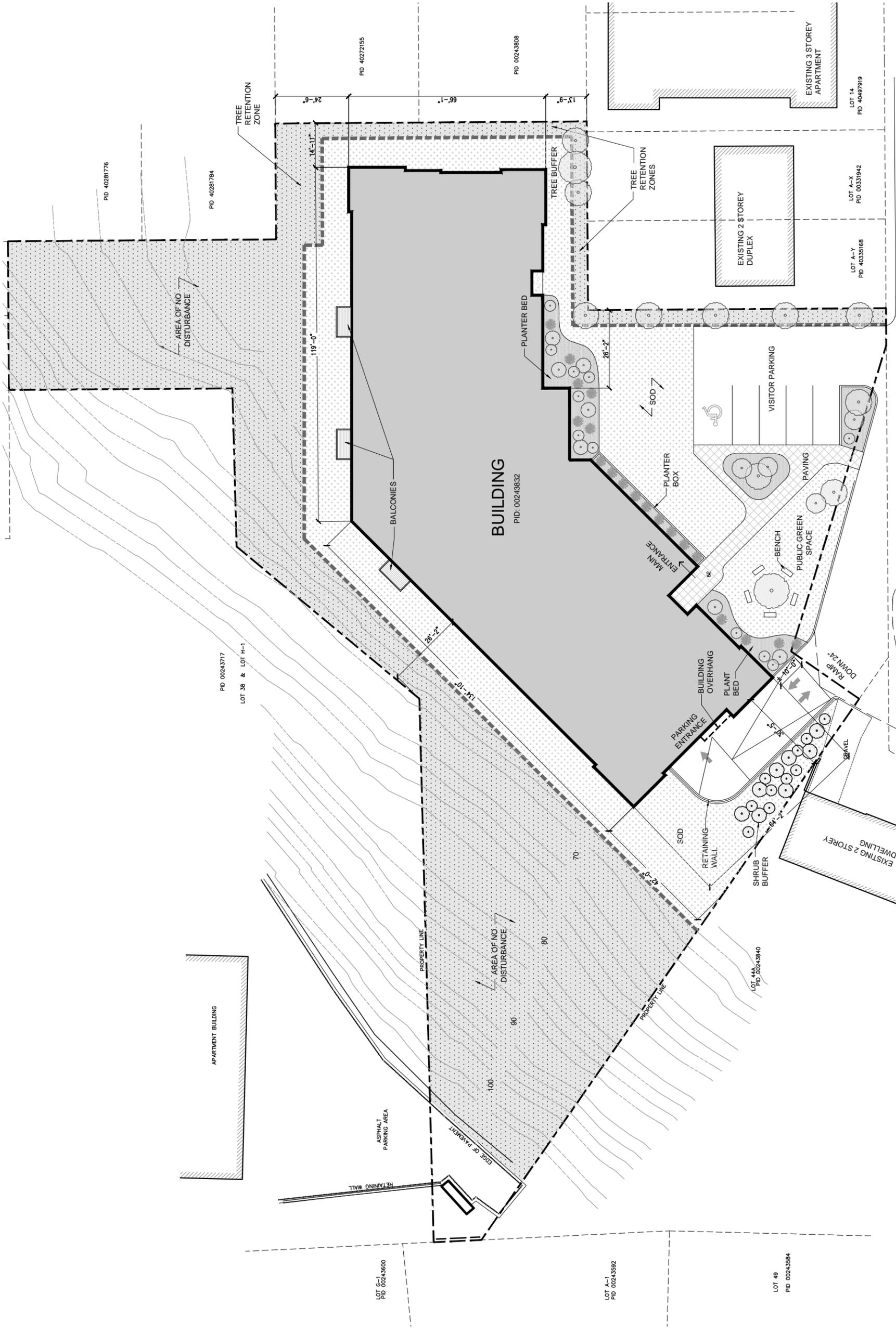
**MAYOR**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**MUNICIPAL CLERK**

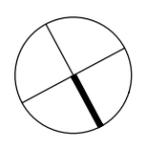
# Schedule B - Site/Landscape Plan



**PEMBERLY SUITES**  
8 Linden Lea, Dartmouth NS

**SITE / LANDSCAPE PLAN**  
**SCHEDULE B**

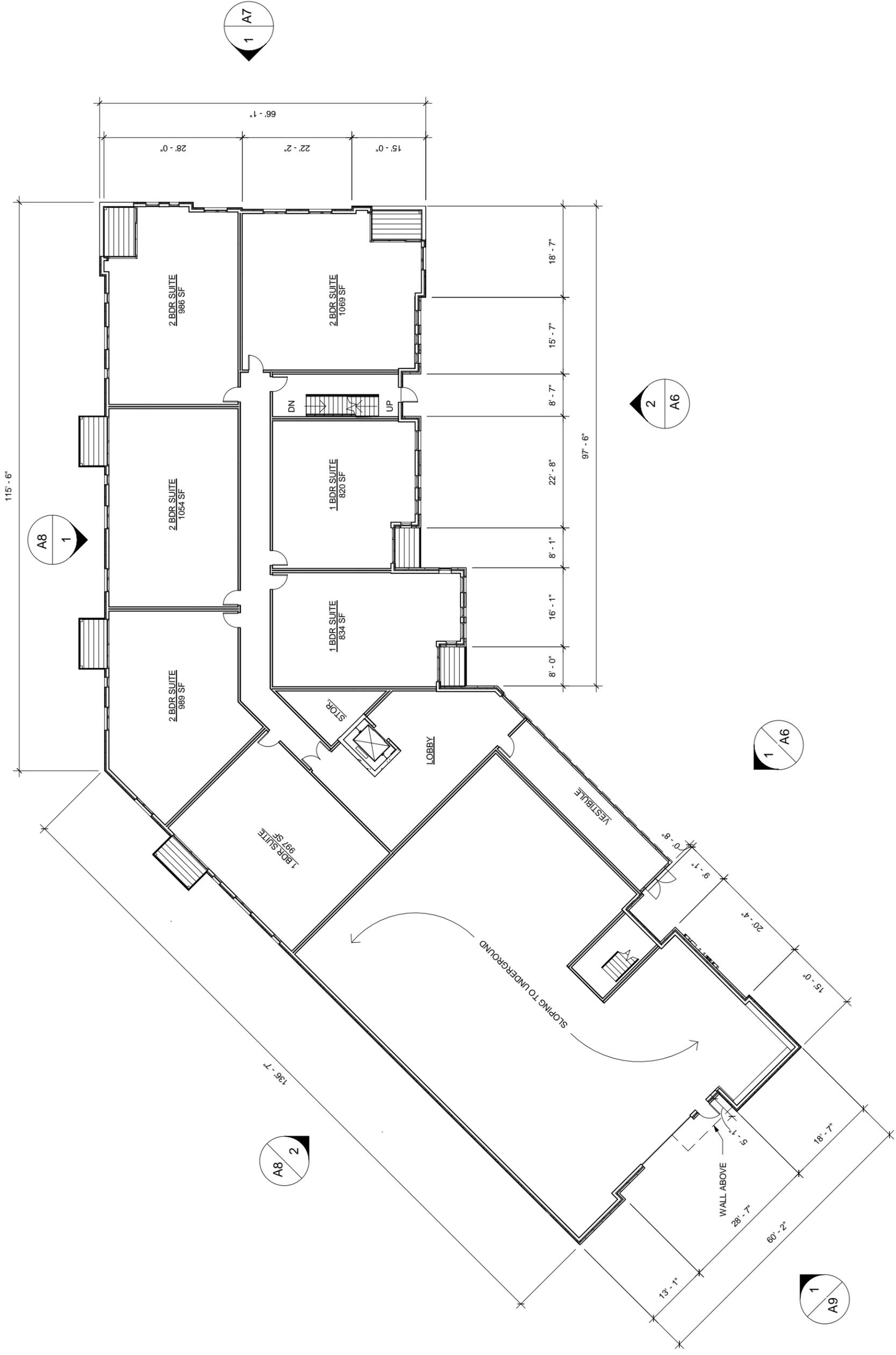
SCALE: 1/32" = 1'-0"  
DATE: 19 June 2015



**WM FARES**  
GROUP  
**SDP**



# Schedule D - Floor Plan Level 100

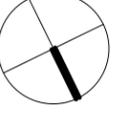


PEMBERLY SUITES  
8 Linden Lea Dartmouth N.S.

Floor Plan Level 100  
SCHEDULE D

SCALE: 1" = 20'-0"

DATE: 25 Sept 2015



WM  
GROUP

A2

# Schedule E - West Elevation



1 WEST ELEVATION  
A6 1/16" = 1'-0"

2 WEST ELEVATION  
A6 1/16" = 1'-0"

PEMBERLY SUITES  
8 Linden Lea Dartmouth N.S.

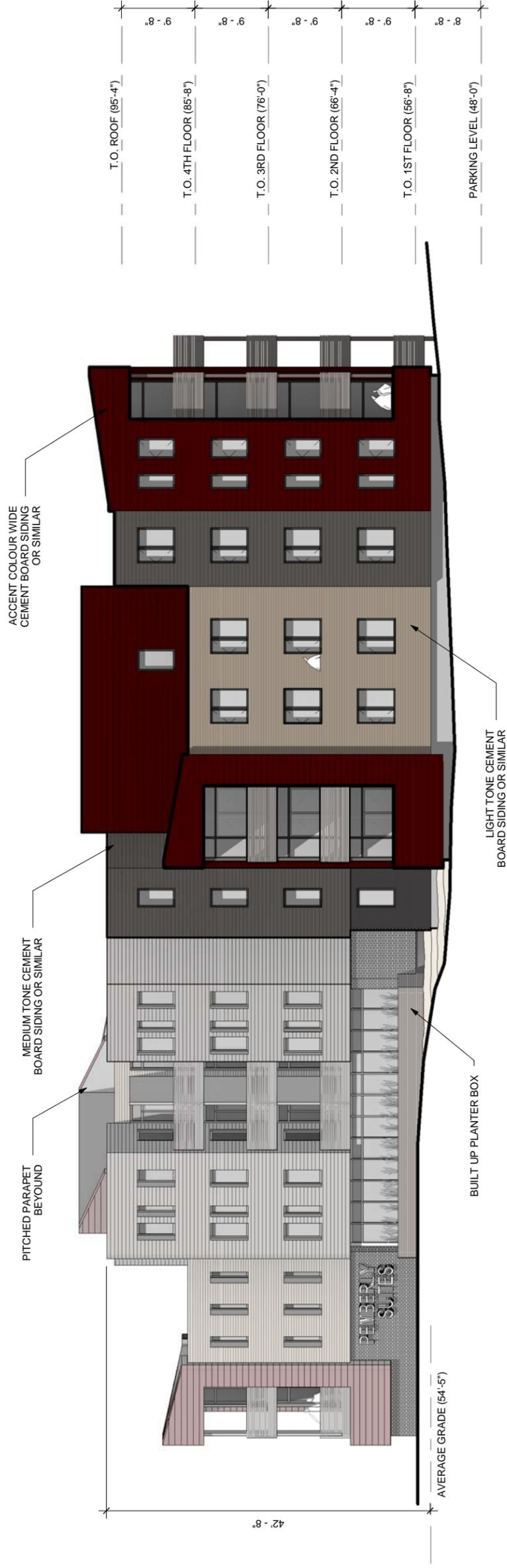
WEST ELEVATIONS  
SCHEDULE E

SCALE: AS NOTED  
DATE: 25 Sept 2015



A6

# Schedule F - South Elevation



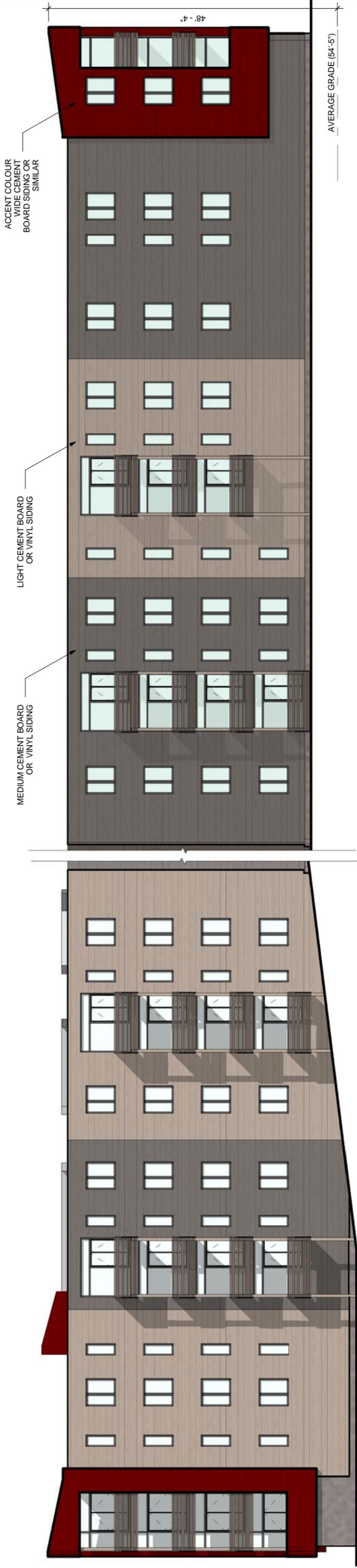
**PEMBERLY SUITES**  
8 Linden Lea Dartmouth N.S.

**South Elevation**  
**SCHEDULE F**

SCALE: 1/16" = 1'-0"  
DATE: 25 Sept 2015



**A7**



# Schedule G- East Elevation

2 EAST ELEVATION  
A8 1/16" = 1'-0"

1 EAST ELEVATION  
A8 1/16" = 1'-0"

PEMBERLY SUITES  
8 Linden Lea Dartmouth N.S.

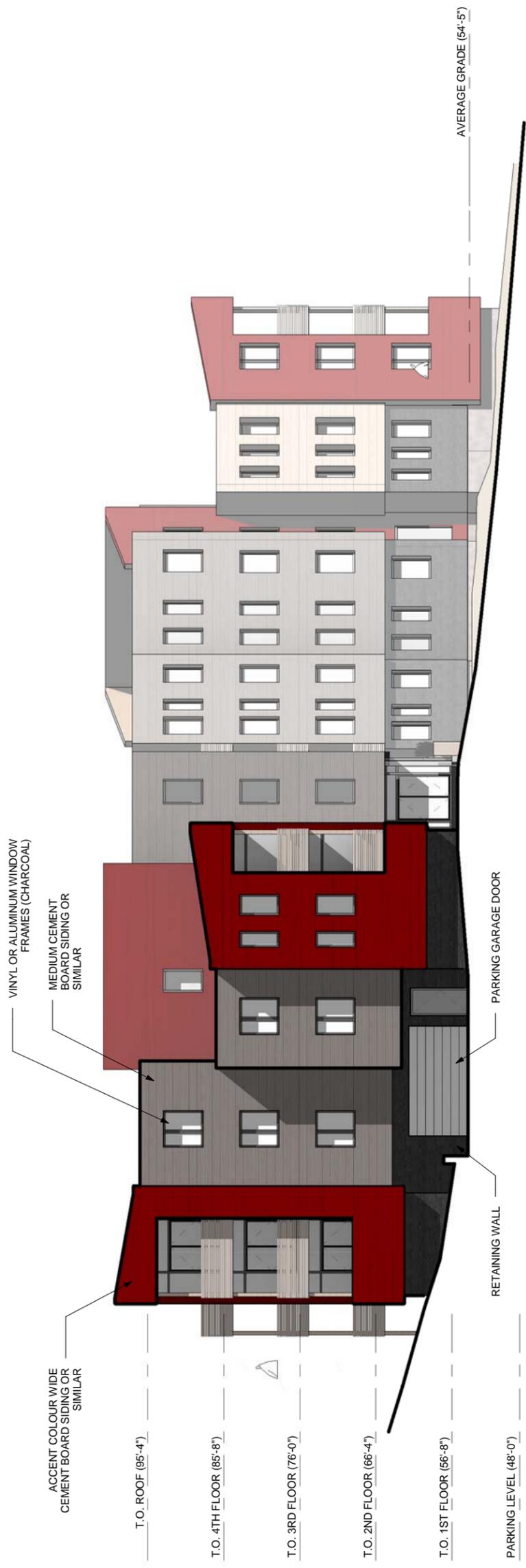
EAST ELEVATIONS  
SCHEDULE G

SCALE: AS NOTED  
DATE: 25 Sept 2015



A8

# Schedule H - North Elevation



PEMBERLY SUITES  
8 Linden Lea Dartmouth N.S.

North Elevation  
SCHEDULE H

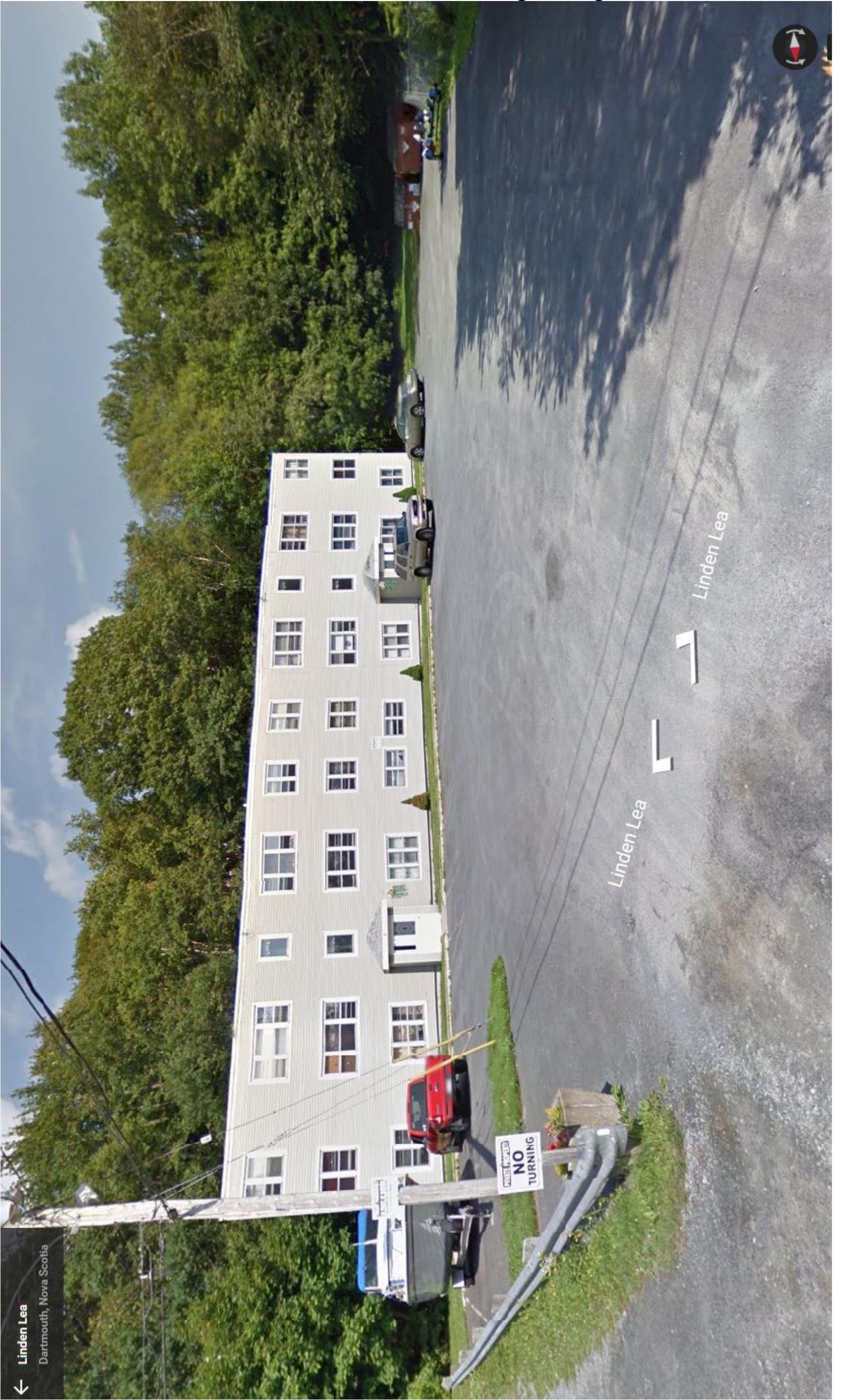
SCALE: 1/16" = 1'-0"  
DATE: 25 Sept 2015



A9



Attachment E - Picture of Existing Building



← Linden Lea  
Dartmouth, Nova Scotia

Linden Lea  
Linden Lea



## Attachment F: Downtown Dartmouth Secondary Planning Strategy Policy Evaluation

### Policies

#### *Policy N-5*

*In order to achieve the goals of strengthening the neighbourhoods, bringing more people to live downtown, and of providing a variety of housing options with an emphasis on families, additional housing opportunities will be provided for six sites shown on Map 3. The development of medium density housing including townhousing and low-rise apartment buildings may be considered on these sites. The development agreement process will be used to assess individual proposals and set out detailed site and building design standards which reflect the unique character and scale of the neighbourhoods <sup>1</sup>:*

<i>Council shall consider the following criteria in its evaluation of development agreement proposals under this policy:</i>	
<i>a) where suitable, a mix of dwelling types should be achieved including townhousing, apartment and detached dwelling units. As a target, approximately 25 % of housing should be designed to accommodate families with children;</i>	The proposed building will contain 15 one-bedroom, 20 two-bedroom and 6 three- bedroom units. 63% of the dwelling units will be comprised of two and three bedroom units.
<i>b) reasonable controls should be set out on the bulk, scale, and density of any proposed development to ensure it does not significantly alter the character of the area;</i>	
<i>i)The preferred form of development is low rise, ground-oriented, medium density housing. Development proposals should be consistent with the surrounding neighbourhood and should not exceed a maximum density of 35 units per net acre<sup>2</sup> and a height of three stories. Minor variations<sup>3</sup> in these limits may be considered where the proposal clearly offers substantial benefits to the neighbourhood in terms of additional open space, landscaping, and urban design amenities or where there are unique site conditions which justify variations in height or density in order to minimize site disturbance</i>	The proposed building is 4 storeys, which is appropriate given the size of the property, its landscaping, and the conservation of a vegetative slope that acts as a buffer.  The density meets the policy criteria of 35 units per net acre.
<i>ii) On Site A, only street level</i>	n/a

<sup>1</sup> The requirements for the development agreement process are set out in the Municipal Government Act and HRM=s policy includes requirements for public notification and input and final approval by Council.

<sup>2</sup> Net residential density means a measure of land exclusively in residential use including parking areas but excluding public streets, rights of way and non-residential uses. **(RC-Jun 27/06;E-Aug 26/06)**

<sup>3</sup> Minor as referenced by this policy would mean increases of an additional storey in height or density increases in the range of one to five units per acre.

<p><i>townhousing or detached dwellings will be permitted along the King Street corridor to ensure compatibility with adjacent residences. Any apartment buildings should be sited to the northern and western portions of the site towards Alderney Manor and the Dartmouth Common. Minor variations<sup>12</sup> in allowable building heights may be considered for these portions of the site to encourage innovative building design and development which is in keeping with the natural terrain. Appropriate buffers should be provided between any apartment buildings and adjacent dwellings on Edward Street</i></p>	
<p><i>c) the architecture and external appearance of any proposed buildings should reflect the traditional character of dwellings within the immediate neighbourhood and are in keeping with traditional design principles set out in Policy D-1 of this plan</i></p>	<p>The building exterior is comprised of roof types, materials, forms and window shapes that are found throughout the community.</p>
<p><i>d) the proposal should not involve the wholesale demolition of existing housing stock</i></p>	<p>The removal of the existing building is not a wholesale demolition of existing housing stock.</p>
<p><i>e) where applicable, street corridor views of the harbour should be maintained and enhanced</i></p>	<p>No views exist to the harbour from subject lands.</p>
<p><i>f) adequate buffers and screening should be provided for any proposed apartment buildings or parking areas from adjacent single family residences, and the attractive fencing and landscaping to enhance privacy should be provided where appropriate</i></p>	<p>A high percentage of existing vegetation will be retained on the subject lands that extend to the property boundaries of lots facing Old Ferry Road and Pleasant Street as well as the existing apartments on Linden Lea. Trees have grown into and amongst vegetation on surrounding lots it will continue to provide buffer and shade. The slope behind the proposed building (north-northwest) will remain vegetated and is demarcated by a non-disturbance line on the site plan.</p>
<p><i>g) adequate landscaping and/or street trees should be provided around the perimeter of the development to enhance the aesthetics of the site</i></p>	<p>A landscaping design is required to be prepared by a landscape architect to enhance the aesthetics of the site beyond the retention of existing trees.</p>
<p><i>h) adequate recreation and amenity space including play areas for children should be provided where appropriate</i></p>	<p>Private amenity space is provided by balconies and areas on the site.</p>
<p><i>i) parking areas should not be located so as to dominate the site. The visual appearance of parking areas should be minimized</i></p>	<p>The surface parking provided at the front of the building is intended for guests. The parking for residents is provided in an underground parking</p>

<i>through use of landscaping treatments, rear yard or enclosed parking, reduced parking standards or other appropriate means</i>	structure that provides 41 parking stalls. Because of the proximity to transit service, walking distance to the downtown and the ferry the 1:1 ratio is seen as appropriate.
<i>j) traffic circulation and access to and from the site should be designed to minimize adverse impacts on adjacent residential uses (RC-Jun 27/06, E-Aug 26/06)</i>	A Traffic Impact Study submitted in support of the application and concluded there was no impact on existing traffic circulation was accepted by HRM.
<i>k) adequate provisions should be made for safe and convenient pedestrian circulation on the site</i>	The landscape plan required by the proposed DA addresses safe pedestrian connections on the site.
<i>l) underground infrastructure services should be adequate to support the development</i>	Piped services are adequate to accommodate the development.
<i>m) measures should be proposed to mitigate the impacts of construction on adjacent properties</i>	HRM By-laws address the impacts on adjacent properties
<i>i) Given the extent of surface bedrock on Site A, every effort shall be made to develop the site sensitively with minimal disturbance to the site and surrounding neighbourhood</i>	n/a
<i>n) significant natural and cultural features on the site should be identified and protected where appropriate</i>	The vegetated slope behind the proposed building has been noted as a non-disturbance area.
<i>o) adequate measures are incorporated to ensure the development is maintained to a high standard, including all building and site areas and landscaping; and</i>	Development will be maintained to a high level as the proposed DA has building standards to be met and all structures must meet Provincial Building Code as administered by HRM Building Standards.
<i>p) the developer shall make a reasonable effort to collaborate with neighbourhood residents on the design of any proposed development</i>	The developer was present at the public meeting and revised the building design to respond to comments and criticisms heard.

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE # 19258**

---

**7:00 p.m.  
Wednesday, October 22, 2014**

**Dartmouth Sportsplex, Nantucket Room, 110 Wyse Rd, Dartmouth, NS**

**STAFF IN**

**ATTENDANCE:** Darrell Joudrey, Planner, HRM Planning Services  
Holly Kent, Planning Technician, HRM Planning Services  
Tara Couvrette, Planning Controller, HRM Planning Services

**ALSO IN**

**ATTENDANCE:** Gloria McCluskey, Councillor for Lower Sackville  
Jacob Jebailey, Architect  
Cesar Saleh, Project Manager

**PUBLIC IN**

**ATTENDANCE:** Approximately 25

---

The meeting commenced at approximately 7:00 p.m.

**Call to order, purpose of meeting – Darrell Joudrey**

Mr. Joudrey introduced himself as the Planner and Facilitator for the application; the applicants, Jacob Jebailey - Architect, Cesar Saleh - Project Manager, Holly Kent as the Planning Technician and Tara Couvrette as the Planning Controller.

**Case 19258:** Application by WM Fares Group, for lands at 8 Linden Lea in Dartmouth, for amendments to the Downtown Dartmouth SPS to designate an Opportunity Site and enable a development agreement to consider a 41 dwelling unit four storey multiple unit building.

The purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for the applicant to present the proposal and answer any questions regarding the application; and e) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

**1. Presentation of Proposal – Darrel Joudrey**

Mr. Joudrey introduced himself and provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the development request. Mr. Joudrey outlined the context of the subject lands and the relevant planning policies.

**Presentation of Proposal – Jacob Jebailey- Architect**

Mr. Jebailey, the Architect, made a presentation. He did an introduction of WM Fares Group and showed some current projects that are similar to this one. He then explained the proposed project at 8 Linden Lea showing different shots of the site and renderings of proposed building.

**Gloria McCluskey** – wanted to know when this became an opportunity site and if they are only in Dartmouth. **Darrell Joudrey** – Stated that it is not an opportunity site. When the request came in it had merit to look at because of the Regional Plan Policies. He stated those opportunity sites are unique to Downtown Dartmouth.

### 3. Questions/Comments

**Gloria McCluskey** – Wanted to know how wide Linden Lea is and how wide it is coming in off Pleasant. **Jacob Jebailey** – wasn't sure but stated there are no plans to change it.

**Michael Cummings, 3 Saint Georges Lane** – Wanted to know what was considered a low rise. **Jacob Jebailey** – 3-4 storeys. **Michael Cummings** - There was a project that was proposed quite a few years ago for 5 townhouses to be placed on St. Georges Lane. That didn't get through this stage. How can we go from 5 townhouses to 41 units? There is a lot of traffic that goes along Linden Lea and goes up into St. Georges Lane. Our concern is the amount of traffic that is going to continue through there. He feels the traffic is going to increase a huge with 41 units. He would like to know the projected number of people that would be living there. **Cesar Saleh; Project Manager with W.M. Fares Group** – The standard allocation of density through this application or through development agreement application is 2.25 people per unit. The amount of parking that is allocated for that building is 49. **Michael Cummings** – 100 people with 49 cars, that is a lot of traffic. He asked Gloria if there was a project at one time for Downtown Dartmouth to fill in the pond and put in a complex on top of the pond area. **Gloria McCluskey** – No, we would never allow that to happen. **Michael Cummings** – We have a very nice green space down and we would like to keep it green.

**Russell Labelle; Linden Lea** - is concerned with property value. Would you like to live at 4 Linden Lea and have a 4 storey right on your back fence? Will you buy the duplex? **Jacob Jebailey** – No, there is no intent. **Russell Labelle** – How can you justify putting a 4 storey building behind 2 ½ storey house. He will lose his privacy, sunshine and have 100 people in behind him causing more problems, noise violations etc. **Cesar Saleh** – When it comes to property evaluation, we cannot speak on property evaluation, it is in a field by itself. We're designers and planners representing the applicant for the site and we are here to present the project. **Russell Labelle** – You are crowding out a private house with a big building. **Cesar Saleh** – We are here to listen to you, we are taking notes and will respond to them accordingly.

**Wanda Webber** – I have a co-interest in 6 Linden Lea. I've seen some of the other developments by Fares Group; they are beautiful developments Will natural gas be taken into that area for the apartment building? Gas is right beside number 4. **Cesar Saleh** – We will make of note of that to explore where natural gas is. **Wanda Webber** – I have been in touch with Heritage Gas over the years and they have indicated that if the apartment building as it currently stands had an interest in natural gas they would certainly bring it in.

**Karen Lovatt; St. Georges Lane** – Stated the elevation seems to be almost 5 storeys. Is there a basement? What is the height difference between the existing building and the proposed 4 storey? **Jacob Jebailey** - There is no basement. Because of the topography of the site the building is sort of tucked into the hill and so half of the building is pretty much buried and the rest is exposed in the front. The parking is at this level (shown on map). We have introduced some landscaping that burs up to mitigate the overall impact so it looks a lot less.

Attachment G – Public Information Meeting Minutes

**Karen Lovatt** - Is underground? **Jacob Jebailey** – Yes **Karen Lovatt** – With the potential of 100 people, where are those other people going to park with vehicles? **Jacob Jebailey** – We have surface parking and we are accounting for some residents to cycle and walk because of the close proximity to Downtown Dartmouth. **Cesar Saleh** – The Land Use By-law is one parking spot per unit. We find, from the developments that we are doing recently people relying on cars less and less. The ratios that we are providing is consistent with all the apartment builds that we are being designing. We will also put that comment down and can see if we can increase that. **Karen Lovatt** – With traffic, we already have a huge issue of people cutting up through St. Georges Lane, you can't get 2 cars past without slowing down. People will come out and instead of coming to the light they are going to cut up through St. Georges Lane. So that is going to be a major issue as well. **Darrell Joudrey** – Traffic services will look at that comment. We will make sure they get that. **Karen Lovatt** – The downtown neighbourhood and urban settlement designation, does that mean that right now it is designated as a downtown neighbourhood? Will they go through this process and get this special consideration, to have it rezoned as urban settlement? **Darrell Joudrey** – No. The urban settlement is the designation or the policy set under the Regional MPS and the urban settlement defines what type of development should take place there. For example; what transit should look like, what opportunities should be there for commercial and things like that. The local designation is downtown neighbourhood and that is the downtown neighbourhood Secondary Planning Strategy and that is the designation that they have applied to be allowed. **Karen Lovatt** – It will be rezoned? **Darrell Joudrey** – No, the zoning stays in place because the development agreement overrides the zone. What happens is the agreement is in affect and goes with the title of the deed for as long as the deed is in place. It can be discharged, once it is fulfilled it can be taken off the property but then it would have to go back to the zone and because we are not rezoning the proper zone wouldn't be there. We tend to keep the development agreement on the site because then the developer can come in and ask for changes and changes he has to make would have to go through council. But if we take it off, then it would be an As-of-Right under a zone and there would be no going back to council and asking for changes. **Karen Lovatt** – 4 storeys is out of character with this neighbourhood completely. If everybody is opposed to 4 storeys does that mean that the development is not going to continue? Do you have a 3 storey option to present? **Cesar Saleh** – We can go back to the drawing board, and if we need to, make adjustments.

**Dianna Goodz; 294 Portland Street** – She lives right behind where the new building would be, and she is looking at it from a totally different view point. She stated she has a gorgeous view and her concern is the trees. She don't know who owns those trees but would like to think it is no man's land. Since the new houses came in they have to they can't hang clothes out on the line because of the smoke. **Jacob Jebailey** – He showed on the map with his pointer that they have allocated a zone of non-disturbance. The hill all along the back edge of the site is going to be retained along the corner and along the side. All the existing vegetation will be retained.

**Darrell Joudrey** – We can address any concerns regarding protection of non-disturbance areas so that even during the process and after the process nothing gets changed and we can write conditions in the development agreement so that if something does get altered without coming back to council for a request that it be replanted to original conditions. Those are standard items that we put in development agreements.

**Mike Beiswanger; 99 Pleasant Street** – He stated he is one of the first ones to think it is a pretty good thing for this area. He was on the advisory active transportation advisory council a few years ago and there is quite a drive on active transportation. It is a great area for that, the bus stop right at the end of Linden Lea, the trail is just at the end of Linden Lea for the bike and contrary to what someone said here earlier He lives at 99 Pleasant Street and walks to work at times. He thinks this is a good injection into the area. The other thing is the setback, what are

Attachment G – Public Information Meeting Minutes

the new setbacks in this area for property to be able to build a single dwelling?

**Darrell Joudrey** – I am not familiar with that but the setbacks are negotiable under a development agreement. **Mike Beiswanger** – Just across the street there was a new development and its parked right in between two houses maybe 10-15 feet on both sides. I think it is appropriate for the area and I think it will add value to the area and with the college down there, there is a lot of working spaces now, the hospital, where people could walk. Yeah, I think it is an added value to the area.

**Danny Goods** – The existing building that is there now is right on grade as it relates to Linden Lea. Your main floor here is up almost a storey, would that be correct? Your entrance level is from Linden Lea? **Jacob Jebailey** – Shook his head yes. **Danny Goods** – Could you show approximately where the roof level is of the existing building now? **Jacob Jebailey** – That is going to be tuff for me to, I could probably overlay it but I am going to say probably right there (showing the third storey of the building on the slide) **Danny Goods** – Stated he would probably agree. Although you are saying there is a 3 storey building there and you are putting up a 4 storey building in actual fact it is a little bit higher than that. **Jacob Jebailey** – This is a 4 storey building. It ranges in steps from 34 – 50 feet. 30 feet here (shown on a slide) and 50 feet at its highest and that is towards the back not the front.

**Anne-Marie White; 16 Linden Lea** – Is concerned about this development, it is a quiet neighbourhood. This apartment would look beautiful on Pleasant Street right where the Sobeys used to be. It takes at least 10 minutes to get out of Linden Lea because of the traffic on Pleasant Street and the same coming home. A building there with all those cars is going to cause a major accident. This building is not meant for this lane it should be on Pleasant Street where there is access. Where Sobeys was in Woodside would be perfect and you would have a lot of access getting in and out. You are closer to the community College, the ferry and bus routes.

**Grant Lingley; 95 Pleasant Street** – Is concerned about the existing building. The existing building is falling down and it's not in good shape. The whole parking area has water that flows off causes a lot of problems for the existing homes along that side. There are a lot of positives here and he is always concerned about development, one storey to me doesn't seem unreasonable. It takes an old building and brings in a new building. I like a lot of the landscaping that is in the front, it kind of minimizes the height of the building from the front. I love the fact that there is underground parking. The things that we love most about Dartmouth is that we can get to the trail, we can get to the lakes, my kids and I go swimming in Banook all the time, my wife and I walk around the lake. We are downtown people, that is what we are all about, we are not about cars necessarily. I think the people that are going to move into this, the reason that this is exciting for people that are going to move downtown is there are people that are going to walk down to our market downtown, they are going to walk to work they are going to do those kind of things. It is easier to drive to sometimes, although quite frankly if you drive in downtown traffic, I will argue the point every day in terms of driving to work. But that's what people are doing, we are moving downtown and staying downtown because the access is great, we can get to shopping we can get to all those things. I still drive my car to shopping and all that but in terms of going to work and that kind of thing I defiantly go that route. It is a new building and I think it is going to refresh that area, I think it is going to do a lot for our neighbourhood and I want to see more people living downtown, I don't want to see more commercial necessarily but in the appropriate areas of course but more people living downtown is a great idea and I think this is a really great development.

**Michael Cummings** – Whether they walk to work or walk to school or walk to the hospital it is the potential of that amount of vehicles being there. A huge apartment building with the

Attachment G – Public Information Meeting Minutes

potential of extra 100 people in a small square foot area does not contribute to a nice neighbourhood. We all live in Downtown Dartmouth because of the trails because of the area because of the traditionally high property value that our area affords us. He feels that this property will decrease property values. Somebody mentioned that it is a great place for the students to live I lived in a dorm when I was 19 and it was not a quiet place. He doesn't think that this potential building is a good fit for the neighbourhood. Something needs to be put in Dartmouth to contribute to the infrastructure and the population base, not there, it does not fit in with the neighbourhood.

**Wanda Webber** –It is important that the integrity of the pond be maintained. This building doesn't concern me. Is there a 3 storey building that was going to be replaced? **Jacob Jebailey** – Yes, the one that is owned by Killiam properties.

**Don Shard; New Castle Street** – Wanted to know if he was correct in understanding that this proposed building cannot be built as-of-right, it would require a development agreement? **Darrell Joudrey** – That's correct. **Don Shard** – That tells him that it is not consistent with what's around it or else the developer would not have to go the development agreement route. He stated that there is no guarantee that if the developer is approved, what he is currently looking at is approved under a development agreement, that he won't come back and asks for changes. He would like to know about the rent that people in this proposed building would be paying compared to what people in the existing building are paying or have been paying, how do they compare? **Cesar Saleh** – Not sure, we don't deal with rent. **Don Chard** – It's not the nicest building in the world. I am not convinced that Killiam looks after its properties as well as it should. The proposed building may look a lot better than what is there now but there is an issue about affordable housing here and I think that needs to be taken into account by the municipality. Where are those people going to go? Are they going to be able to afford to live in this new building? **Darrell Joudrey** – That is not a Killiam owned property. **Don Chard** – The landlords and developers do sometimes go the route of applying for one thing and then they will come back and say the markets changed we want to put another storey on. **Darrell Joudrey** – That is one thing that is advantageous about a development agreement is that any requests for changes have to go back to community council. As-of-Right you get a permit and do the additions. But under a development agreement you do have to go through this whole process again and end up back at council in front of a public hearing.

**David Green; I represent the owners of 91 Pleasant Street** – Has no objection to redevelopment of the property. It's really almost 5 storeys high when it's only reported to be 4. Are there 12 units in the building? **Jacob Jebailey** – Yes, there are 12 units. **David Green** – We can assume there are perhaps 24 people at most. Based on your figures the average addition would be approximately 75 people in the neighbourhood at 2.25 people per unit. The pond I think is owned by the city of Dartmouth. **Darrell Joudrey** – HRM. **David Green** – 91 Pleasant Street is the lowest property in the neighbourhood, the city owns that storm water sewer system but they have never paid for us when we've been flooded out. There is an issue with water because of the hills and the traffic is difficult on Pleasant Street. I am sure they can be accommodating with traffic lights. Could this become a cul-de-sac.

**Bob Taylor; Pleasant Street** –There is problems with flooding. The storm water system quiet often overflows in the Pleasant Street area and I am just wondering if it has the capacity to handle the apartment building and if new utilities would have to be developed to accommodate that new development from Linden Lea. **Darrell Joudrey** – A storm water management drainage plan has to be prepared as part of the application and reviewed by Halifax Water and all water on site has to be dealt with on site. It can't runoff the site. **Bob Taylor** – The whole area would have to be looked at for sure because it is a flood prone area.

## Attachment G – Public Information Meeting Minutes

**Peter Lielung** – Whatever you can retain you will. How many storeys is the other apartment building down in the right hand corner? **Jacob Jebailey** – Approximate 3 – 3 ½ storeys and this one is 2 ½.

**Doug Lovatt; 9 St. Georges Lane** - It is very large and I am having a lot of difficulty understanding the integration of that building into a quiet neighbourhood. The building elevation rising to about 5 storeys where the current limit is 3. What will the parking lot elevation change to the front door of the new building, what's the intent there. The existing building has an entrance at grade but grade is going to change. **Jacob Jebailey** – Grade is going to change there will be a gradual slop from the surface parking to the actual entrance to accommodate the various change in the topography. What that is we can't give that number, it will be developed as the project moves forward but it could be anywhere from 6-12-24 inches whatever required to accommodate the site. **Doug Lovatt** - My concern is the existing elevation is set in the by-law somewhere which is allowable and this is going to significantly exceed that. Traffic congestion is going to bump up and change the character of the neighbourhood. **Darrell Joudrey** – The DA process does allow us to look at elevations and site development standard that are different than the Land Use By-Law or they would have gone through the As-of-Right process. **Doug Lovatt** – thinks the rules are good. He thinks they serve the neighbourhood very well and keeping with the downtown property the houses are very close together there isn't very much clearance. There are multifamily dwellings there, there are apartment buildings but this takes away from the character this is not in character with the existing buildings in that designated area.

**Mike Beiswanger** – On the 6 foot side of the property he has a fence. He had to put a fence up. This building will clean up that whole back area where here are things happening. Will you put a barrier up there or will there be a fence or something? **Jacob Jebailey** – This is all going to be retained, all these trees here all that is going to be retained. This is allocated for the tenants that yellow zone there and we can accommodate a fence along that property line. **Mike Beiswanger** – He stated they don't want thru traffic. The other building got so bad he had to put cameras in and then had to put a fence up with screws on it. Even then they had break-ins and people used to just wonder right through his backyard.

**Karen Lovatt** – With this proposal, is this intended for rental or condo, purchase? **Jacob Jebailey** – At the moment, rentals.

**Grant Lingley** – Just reiterating the interest in the fencing on the far side of the property both at 95 and 93. Same issue with people coming through from the backside, **Jacob Jebailey** – Maintain security. **Grant Lingley** – Sometimes fencing is kind of intrusive. Is there some way to enhance that experience and minimize the opportunity for people coming through? It's not been a problem the last year or two but it certainly has been in the past.

**Russell Labelle** – If it does get passed when is the proposed building date?

**Darrell Joudrey** – The development agreement would have a specific clause that is the commencement of development and it is usually 3 years but sometimes the developer requests 5 years.

#### 4. Closing comments

Darrell Joudrey thanked everyone for attending the meeting.

Attachment G – Public Information Meeting Minutes

5. **Adjournment**

The meeting adjourned at approximately 8:30 p.m.