



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

**Item No. 16.2**  
**Harbour East-Marine Drive Community Council**  
**October 5, 2017**

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

**SUBMITTED BY:** ORIGINAL SIGNED  

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Kelly Denty, Acting Director of Planning and Development

**DATE:** September 5, 2017

**SUBJECT:** **Case 20883: Application by WSP Canada Inc. for non-substantive amendments to an existing Development Agreement, Richmond Street, Dartmouth**

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**ORIGIN**

Application by WSP Canada Inc. to amend the existing development agreement for two multiple-unit dwellings at Richmond Street, Dartmouth.

**LEGISLATIVE AUTHORITY**

See Attachment C

**RECOMMENDATION**

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

1. Approve, by resolution, the proposed amending agreement, which shall be substantially of the same form as set out in Attachment A of this report to enable an extension of the date required for commencement of the development, changes to the unit type & mix, as well as changes to the cladding and landscaping requirements for the development on Richmond Street, Dartmouth; and.
2. Require the Amending Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

WSP Canada Incorporated, on Behalf of BANC Group of companies, is applying for non-substantive amendments to an existing development agreement for two multiple-unit dwellings. Changes to the agreement relate to commencement deadlines, amenity space, dwelling unit types and building cladding.

<b>Subject Site</b>	South end of Richmond Street, Dartmouth (PID 41368655)
<b>Location</b>	Fenced in property at the southeast end of Richmond Street
<b>Size of Site</b>	9067.1 square metres (97,600 square feet)
<b>Regional Plan Designation</b>	Urban Settlement
<b>Community Plan Designation (Map 1)</b>	Commercial in Dartmouth MPS
<b>Zoning (Map 2)</b>	Zoned C-2 and R-4 (General Business and Multiple Family Residential – High Density) under the Dartmouth LUB (Map 2)
<b>Size of Site</b>	2.24 acres (0.91 hectares)
<b>Street Frontage</b>	No current street frontage (plan includes a new cul-de-sac)
<b>Site Conditions</b>	Vacant, graded site.
<b>Current Use of Subject Property</b>	Vacant
<b>Surrounding Land Uses</b>	The site is bound on three sides by HRM owned Northbrook Park. There is a multiunit residential building to the immediate west on Richmond Street and a large-scale grocery store and other commercial uses to the immediate south.

## **Proposal Details**

The applicant has requested an amendment to amend the existing development agreement for two multiple-unit dwellings to enable:

- an extension of the date required for commencement of the overall development;
- an extension of the date required for commencement of the second building;
- changes to the unit type & mix;
- changes to the cladding requirements; and
- changes to the landscape plan.

## **Enabling Policy and LUB Context**

The existing agreement, inclusive of conditions relating to amendments, was enabled under Policy IP-5 of the Dartmouth MPS. The proposed amendments are identified as non-substantive matters in Section 6.1 of the development agreement and may be approved through a resolution of Council.

## **Existing Development Agreement**

On May 1, 2014, Harbour East - Marine Drive Community Council approved a development agreement with Creative Property Development Ltd. (BANC Group of companies) to enable the construction of two multiple-unit dwellings at the end of Richmond Street, Dartmouth (Map 1 and Map 2). Since registration of the agreement, the applicant has stated that market conditions have necessitated postponing construction commencement dates. Additionally, detailed design of the building has necessitated changes to the unit types and number, cladding and amenity space considerations.

## **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 providing information and seeking comments through the HRM website. The proposed amendments are identified as non-substantive matters in Section 6.1 of the development agreement and may be approved through a

resolution of Council, without a public hearing.

### **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies

#### **Proposed Development Agreement**

Attachment A contains the proposed amending development agreement for the subject site and the conditions under which the development may occur. Of the matters addressed by the proposed amending development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

#### **Time Extension**

The existing agreement requires at least one of the two buildings to commence within 2.5 years of registration of the original agreement, and the second building commenced within 5 years. This translates to overall commencement being required to have occurred by April 3, 2017. The amendment application was opened in advance of the date required to apply for non-substantive amendments.

The applicant has requested a three and one half (3.5) year extension to the commencement date for the first building, and subsequently a five and one half (5.5) year extension of the commencement of the second building. Staff have drafted the text for the amending agreement in such a manner that the commencement dates would begin from the registration date of this first amending agreement.

These non-substantive changes are considered acceptable where the proposed use will provide for infill development in an appropriate urban location, more efficient use of existing infrastructure and improved circulation for services with the extension of Richmond Street through the construction of the cul-de-sac.

#### **Removal of Green Roof (Amenity Space)**

The applicant has advised that in response to detailed planning and a decision to construct wooden buildings, which cannot support the green roof as originally planned, the developer now wishes to transfer the amenity space planned for the rooftop to ground level.

In the current agreement, there are various elements that may be included within the overall amenity space requirement, with the specific requirement for a landscaped green roof on Building A. The proposed amendment reprograms the at-grade space between the two buildings with expanded accessible green space, and reduced hard surfaces and community garden plots as a replacement for the green roof. This change will result in 38,126 square feet of amenity space versus the required 29,600 square feet.

#### **Unit type and number**

The applicant has requested a change to the unit type & mix from 160 units to 148 units with a reduction in three bedroom units and an increase in two-bedroom units. These changes are enabled within the agreement and, will potentially reduce the number of vehicles trips to the site lessening the overall traffic impact on the area.

#### **Cladding**

The applicant has requested a change to the cladding on the building facades involving replacing specific sections with material choices currently approved on other facades within the plan. In general, lower sections of the building previously planned for vertical metal siding are now planned to be clad with colored cement board. The changes retain the requirement and intent of color variation by having dark colored materials at the base and lighter materials at the top, providing a mechanism to ground the building and reduce the impact of height.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The requested changes will not substantially change the exterior of the development when viewed from neighboring properties. There are no changes to the building footprint, massing, parking or access. The changes proposed will result in more usable amenity space for the tenants with better access through the site for users of Northbrook Park. The MPS policies which enabled the agreement have not changed since originally being considered by Council. Therefore, staff recommend that the Harbour East Marine Drive Community Council approve the proposed development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved 2016/17 C310 Urban and Rural Planning Applications budget and with existing resources.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed amending development agreement are contained within the Discussion section of this report.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental concerns were identified.

### **ALTERNATIVES**

1. Harbour East–Marine Drive Community Council may choose to propose modifications to the proposed amending development agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or a public hearing. A decision of Council to approve the proposed amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Harbour East-Marine Drive Community Council may choose to refuse the proposed amending development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

### **ATTACHMENTS**

Map 1	Generalized Future Land Use
Map 2	Zoning
Attachment A	Proposed Amending Agreement

Attachment B            Review of Relevant MPS Policies  
Attachment C            Legislative Authority

2014 Staff Report:

<http://legacycontent.halifax.ca/Commcoun/east/documents/8.1.1Case18329DARichmondSt.pdf>

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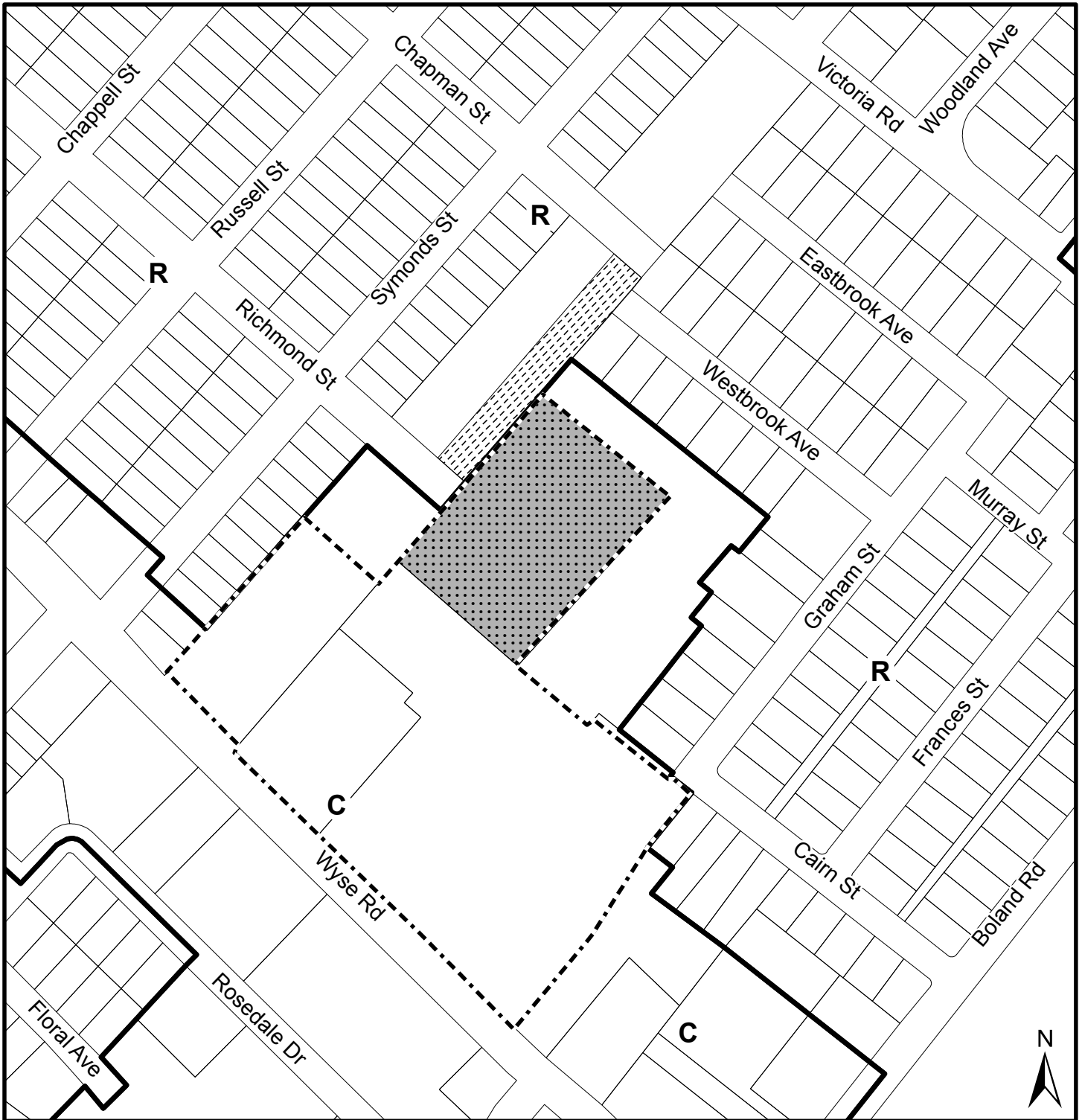
A copy of this report can also be obtained online at <http://legacycontent.halifax.ca/Commcoun/east/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by:        Justin Preece Planner II, 902.490.6805

ORIGINAL SIGNED

Report Approved by:        \_\_\_\_\_  
Carl Purvis, Planning Applications Program Manager, 902.490.4797



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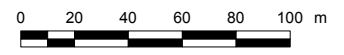
**Map 1 - Generalized Future Land Use**

**HALIFAX**

Richmond Street,  
Dartmouth

-  Area of proposed development agreement
-  Unconstructed public right-of-way (Morrow Street)

 Lands designated under Regional MPS as an Opportunity Site

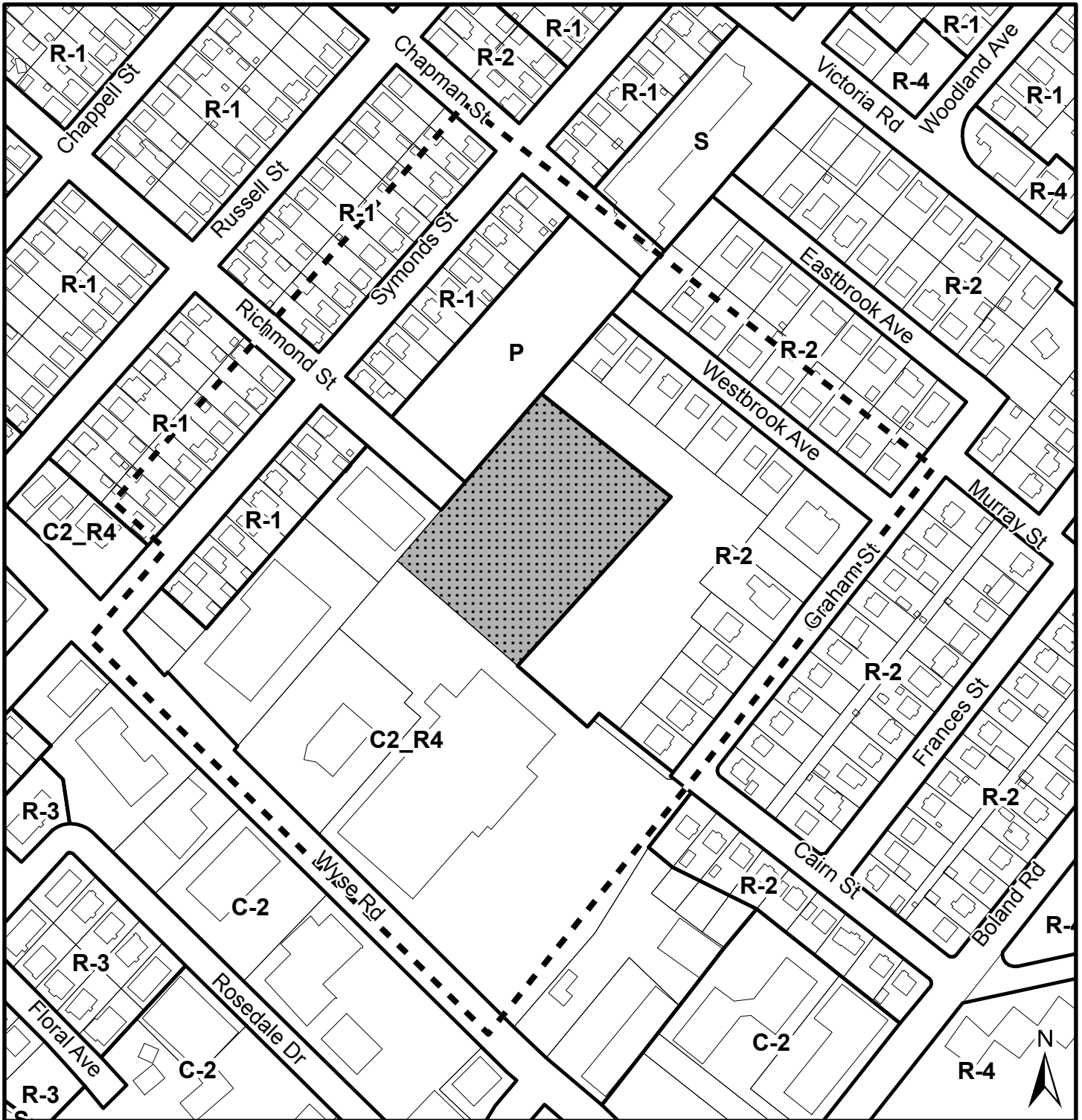


This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

- Designation**
- R Residential
  - C Commercial


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


Dartmouth Plan Area



### Map 2 - Zoning and Notification

Richmond Street,  
Dartmouth

 Area of proposed development agreement

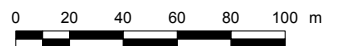
 Area of notification

Dartmouth Plan Area

#### Zone

- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 Multiple Family Residential (Medium Density)
- R-4 Multiple Family Residential (High Density)
- C-2 General Business
- P Park
- S Institutional

**HALIFAX**



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

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





**ATTACHMENT A**  
**Amending Development Agreement**

~~Schedule D2: East Elevation, 6 Storey~~  
~~Schedule D3: South Elevation, 6 Storey~~  
~~Schedule D4: West Elevation, 6 Storey~~  
~~Schedule E Preliminary Landscaping Plan~~  
~~Schedule F Preliminary Servicing Schematic~~

<b>Schedule B-A</b>	<b>Site Plan</b>
<b>Schedule C1-A</b>	<b>North Elevation, 4 Storey</b>
<b>Schedule C2-A</b>	<b>East Elevation, 4 Storey</b>
<b>Schedule C3-A</b>	<b>South Elevation, 4 Storey</b>
<b>Schedule C4-A</b>	<b>West Elevation, 4 Storey</b>
<b>Schedule D1-A</b>	<b>North Elevation, 6 Storey</b>
<b>Schedule D2-A</b>	<b>East Elevation, 6 Storey</b>
<b>Schedule D3-A</b>	<b>South Elevation, 6 Storey</b>
<b>Schedule D4-A</b>	<b>West Elevation, 6 Storey</b>
<b>Schedule E-A</b>	<b>Preliminary Landscaping Plan</b>
<b>Schedule F-A</b>	<b>Preliminary Servicing Schematic</b>

3. The Existing Agreement shall be amended by deleting the following Schedules,

Schedule B:	Site Plan
Schedule C1:	North Elevation, 4 Storey
Schedule C2:	East Elevation, 4 Storey
Schedule C3:	South Elevation, 4 Storey
Schedule C4:	West Elevation, 4 Storey
Schedule D1:	North Elevation, 6 Storey
Schedule D2:	East Elevation, 6 Storey
Schedule D3:	South Elevation, 6 Storey
Schedule D4:	West Elevation, 6 Storey
Schedule E	Preliminary Landscaping Plan
Schedule F	Preliminary Servicing Schematic

And inserting the following Schedules,

Schedule B-A	Site Plan (attached)
Schedule C1-A	North Elevation, 4 Storey (attached)
Schedule C2-A	East Elevation, 4 Storey (attached)
Schedule C3-A	South Elevation, 4 Storey (attached)
Schedule C4-A	West Elevation, 4 Storey (attached)
Schedule D1-A	North Elevation, 6 Storey (attached)
Schedule D2-A	East Elevation, 6 Storey (attached)
Schedule D3-A	South Elevation, 6 Storey (attached)
Schedule D4-A	West Elevation, 6 Storey (attached)
Schedule E-A	Preliminary Landscaping Plan (attached)
Schedule F-A	Preliminary Servicing Schematic (attached)

4. The Existing Agreement shall be amended by deleting all text references to Schedules B, C1, C2, C3, C4, D1, D2, D3, D4, E and F and replacing them with the respective reference to Schedules B-1, C1-A, C2-A, C3-A, C4-A, D1-A, D2-A, D3-A, D4-A, E-A and F-A.

**ATTACHMENT A**  
**Amending Development Agreement**

5. Section 3.3.1 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold:
- 3.3.1 The use(s) of the Lands permitted by this Agreement are two multiple unit dwellings as follows:
- ~~a) A four storey residential building (Building A) containing a maximum of 66 units,~~  
~~b) A six storey residential building (Building B) containing a maximum of 94 units.~~
- a) A four storey residential building (Building A) containing a maximum of 59 units,**  
**b) A six storey residential building (Building B) containing a maximum of 89 units.**
6. Section 3.3.3(a) of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold:
- ~~(a) Building A shall contain the following mix of residential unit types:~~
- ~~(i) a minimum of 36 two-bedroom units;~~  
~~(ii) a minimum of 15 three-bedroom units; and~~  
~~(iii) a maximum of 15 one-bedroom units.~~
- (a) Building A shall contain the following mix of residential unit types:**
- (i) a minimum of 44 two-bedroom units;**  
**(ii) a minimum of 3 three-bedroom units; and**  
**(iii) a maximum of 12 one-bedroom units.**
7. Section 3.3.3(b) of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold:
- ~~(b) Building B shall contain the following mix of residential unit types:~~
- ~~(i) a minimum of 54 two-bedroom units;~~  
~~(ii) a minimum of 20 three-bedroom units; and~~  
~~(iii) a maximum of 20 one-bedroom units.~~
- (b) Building B shall contain the following mix of residential unit types:**
- (i) a minimum of 66 two-bedroom units;**  
**(ii) a minimum of 5 three-bedroom units; and**  
**(iii) a maximum of 18 one-bedroom units.**
8. Section 3.5.1 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~:
- 3.5.1 Amenity space shall be provided at a minimum overall average rate of 200 square feet per unit. This space may include at grade landscaped areas, roof decks and terraces, balconies, common rooms, and recreation/exercise rooms, ~~and shall include a landscaped green roof on Building A as generally shown on Schedule E which shall comprise at least 75% of the roof area, and.~~
9. Section 7.3.1 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold:

**ATTACHMENT A**  
**Amending Development Agreement**

- 7.3.1 In the event that development on the Lands has not commenced within ~~two and one half (2.5)~~ **three and one half (3.5)** years from the date of registration of **the First Amending Agreement** at the Land Registry Office, as indicated herein, the **Existing Agreement, as amended**, 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.
10. Section 7.3.3 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold:
- 7.3.3 Commencement of development for the second building must take place no later than five ~~and one half (5.5)~~ **and one half (5.5)** years from the date of registration of **the First Amending Agreement** at the Registry of Deeds or Land Registry Office.

**ATTACHMENT A  
Amending Development Agreement**

**IN WITNESS WHEREOF** 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 Owners Names)**

\_\_\_\_\_

Witness

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

=====

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

=====

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_

Witness

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

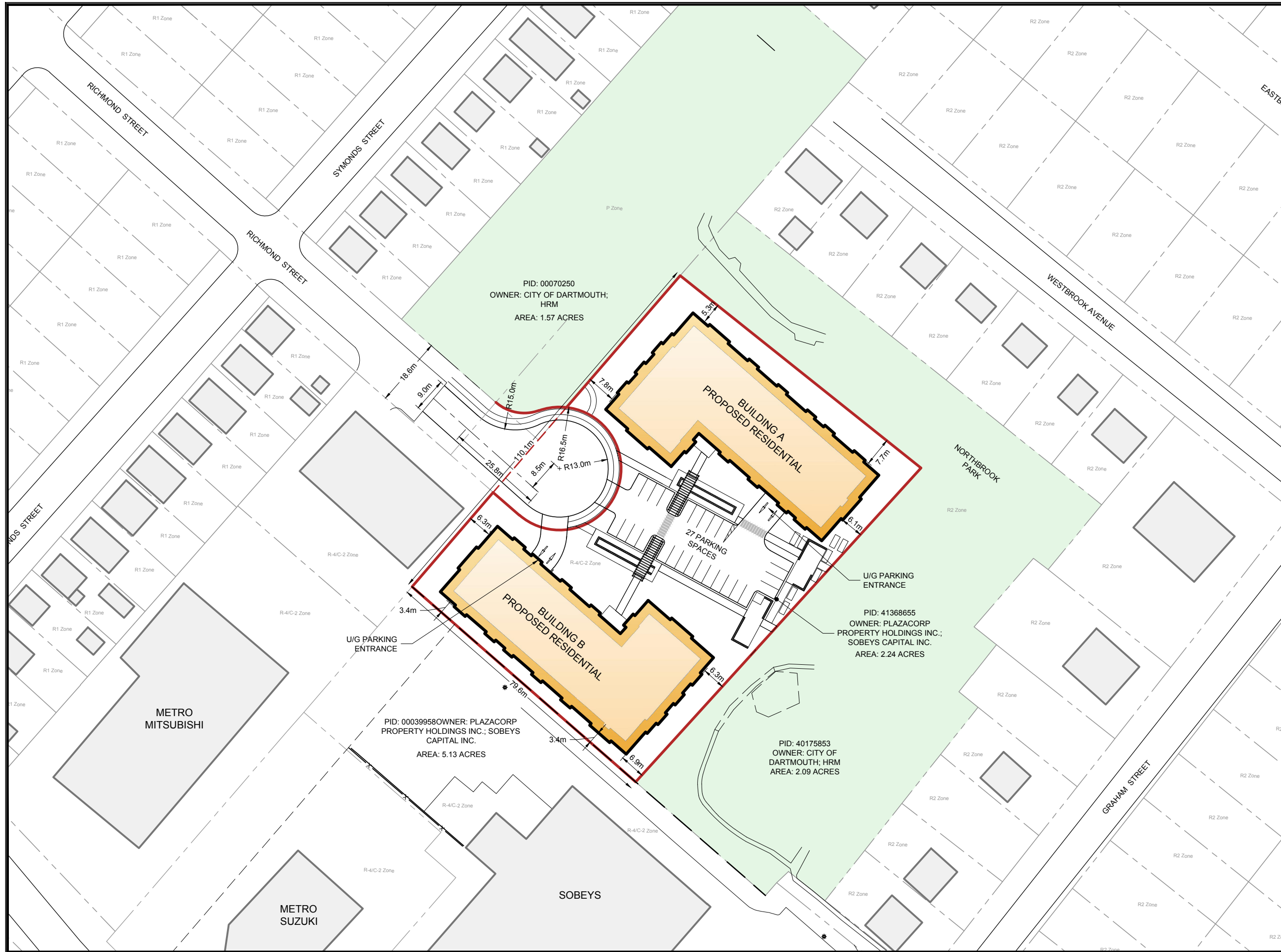
Mayor

\_\_\_\_\_

Witness

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

Municipal Clerk



**LEGEND**

- Site Boundary
- Adjacent Property Boundary
- Proposed Buildings
- HRM Park

**SITE SUMMARY:**

- Land Area - 9,069 m<sup>2</sup> - 97,620 ft<sup>2</sup>
- Existing Zone - R-4/C-2
- Surface Parking Provided - 27 Spaces

**SOURCES:**

- Property lines based on survey '121-23144621.DWG, dated September 21, 2012

Designer: <u>K.Watters</u>	<b>VERSION</b>
Planner: <u>Connor.Wallace</u>	<b>6.0</b>

**SITE PLAN**  
**DARTMOUTH, NOVA SCOTIA**

**BANC DEVELOPMENTS**  
 MARCH 21, 2017 121-24194\_V60

**SCALE** **NORTH**

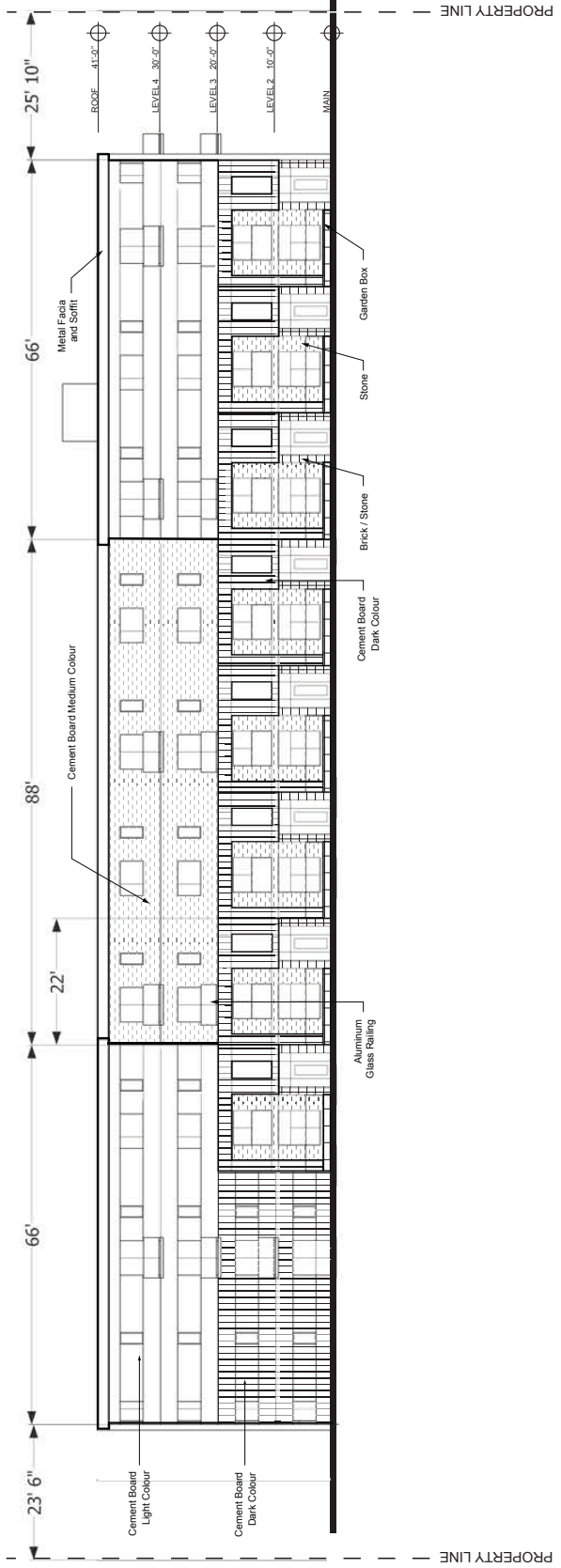
15 10 5 0 25 m

1 : 1,000

1 SPECTACLE LAKE DRIVE  
 DARTMOUTH, NOVA SCOTIA CANADA, B3B 1X7  
 PHONE: 902 835-9955 - FAX: 902 835-1645 - WWW.WSPGROUP.COM

**Schedule B-A: Site Plan**

FILE: K:\DARTMOUTH\2012\121-24194-BANC RICHMOUNT STD\DWG\CONCEPT\121-24194\_V60.DWG SheetStandard 11x17.L



**Schedule C1-A: North Elevation, 4 Storey**  
 Proposed Residential Development Richmond  
 Street, Halifax

NTS

DATE: 21-MAR-2017

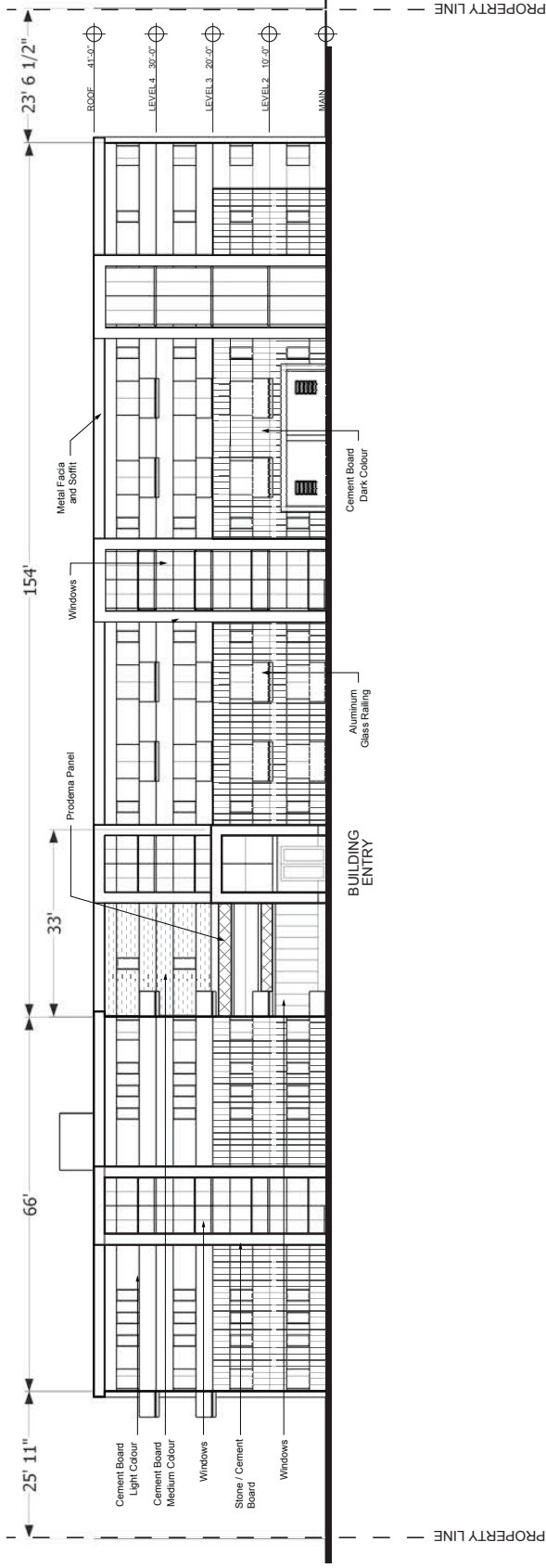


**Schedule C2-A: East Elevation, 4 Storey**  
Proposed Residential Development Richmond  
Street, Halifax

NTS

DATE: 21-MAR-2017



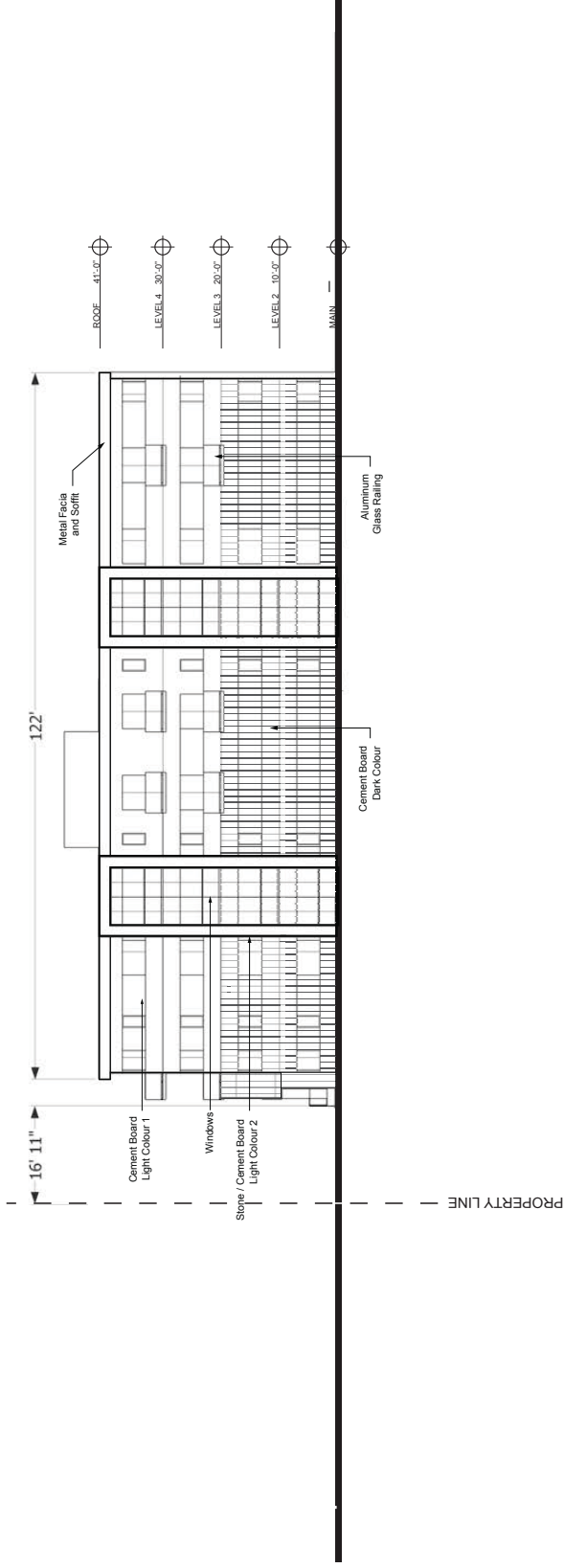


**Schedule C3-A: South Elevation, 4 Storey**  
 Proposed Residential Development Richmond  
 Street, Halifax

NTS

DATE: 21-MAR-2017

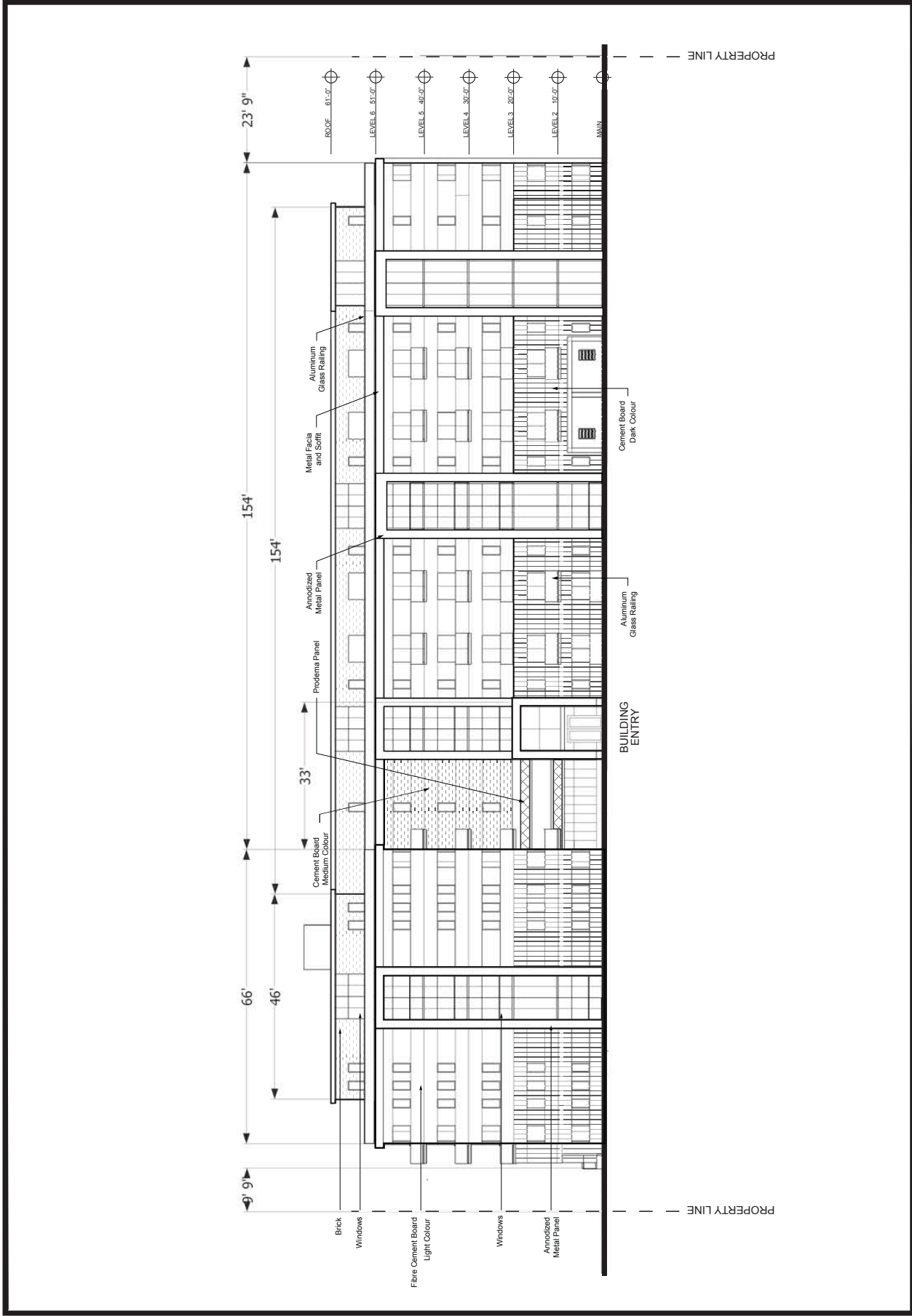




**Schedule C4-A: West Elevation, 4 Storey**  
 Proposed Residential Development  
 Richmond Street, Halifax

NTS

DATE: 21-MAR-2017



PROPERTY LINE

NTS

DATE: 21-MAR-2017

**Schedule D1-A: North Elevation, 6 Storey**  
 Proposed Residential Development Richmond  
 Street, Halifax

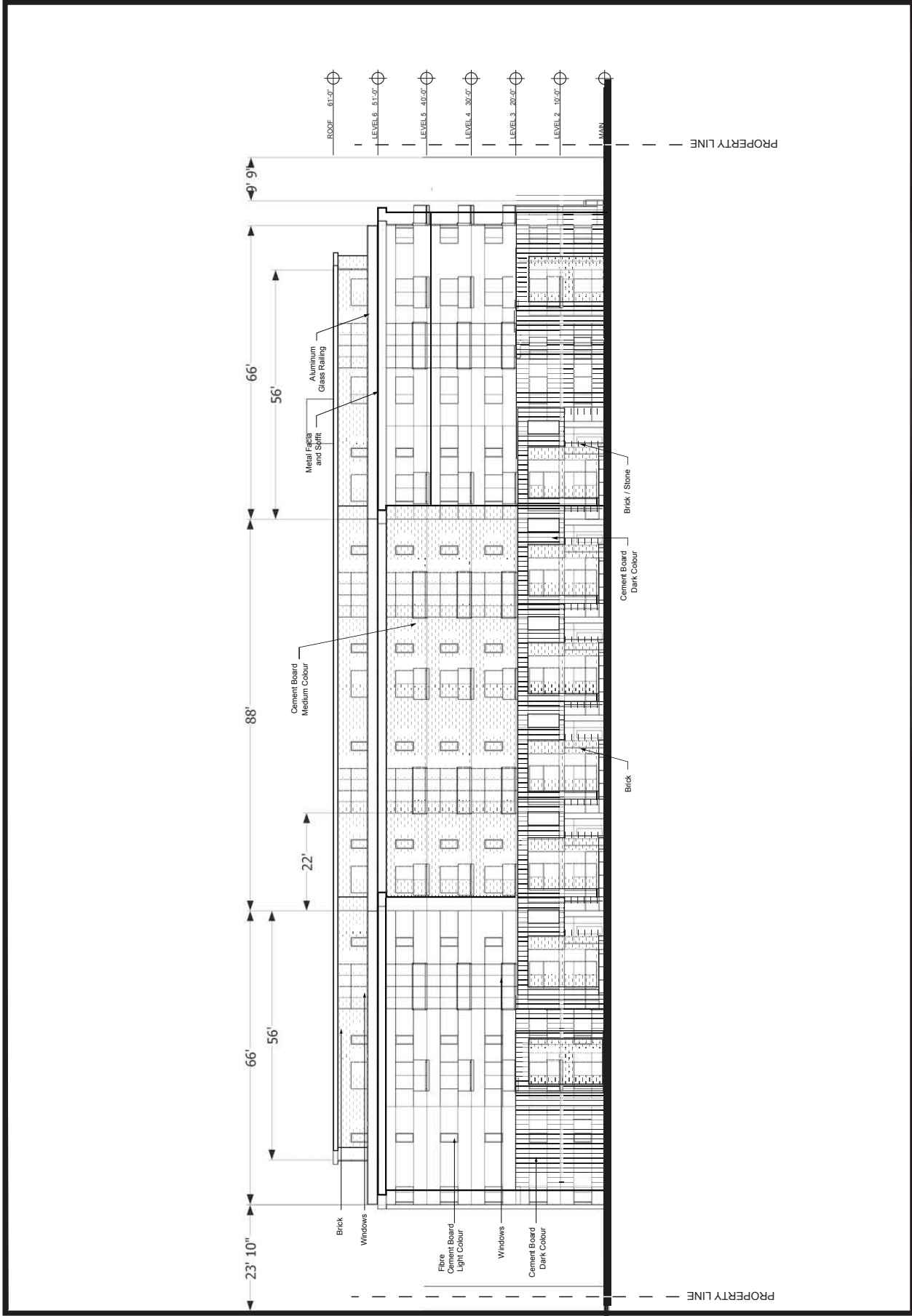




**Schedule D2-A: East Elevation, 6 Storey**  
 Proposed Residential Development Richmond Street, Halifax

NTS

DATE: 21-MAR-2017

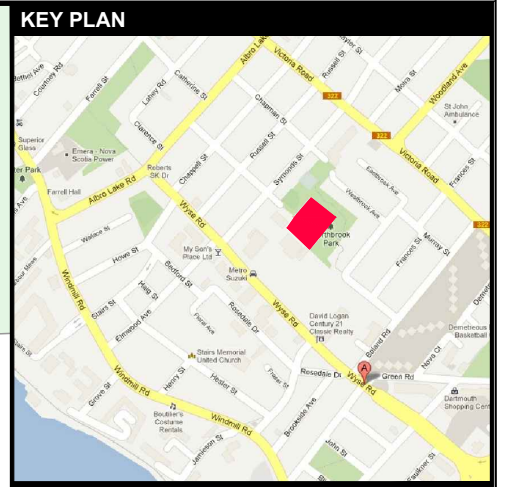




**Schedule D4-A: West Elevation, 6 Storey**  
 Proposed Residential Development Richmond  
 Street, Halifax

NTS

DATE: 21-MAR-2017



**LEGEND**

- Site Boundary
- - - Adjacent Property Boundary
- HRM Park

**SOURCES:**

- Property lines based on survey '121-23144621.DWG, dated September 21, 2012

Designer: <u>K.Watters</u>	VERSION
Planner: <u>Connor.Wallace</u>	<b>6.0</b>

**LANDSCAPE CONCEPT PLAN**  
DARTMOUTH, NOVA SCOTIA

**BANC DEVELOPMENTS**  
MARCH 21, 2017 121-24194\_V60

**SCALE** 7.5 5 2.5 0 12.5 m  
1 : 500

**NORTH**

**WSP**

1 SPECTACLE LAKE DRIVE  
DARTMOUTH, NOVA SCOTIA CANADA, B3B 1X7  
PHONE: 902 835-9955 - FAX: 902 835-1645 - WWW.WSPGROUP.COM

**Schedule E-A: Preliminary Landscape Plan**



**Attachment B**  
**Review of Relevant Policies of the Halifax MPS**

**Policy IP-5**

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

<b>Policy</b>	<b>Staff Comment</b>
<i>(a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighborhood;</i>	The proposed change to the cladding and landscaping is considered compatible with the existing approved agreement.  No changes are proposed respecting the approved height, size, bulk and lot coverage.
<i>(b) adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:</i>	Elements within the proposal have no negative impact or substantially noticeable change to the development from the adjacent or nearby uses.
<i>(i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;</i>	Not applicable
<i>(ii) traffic generation, access to and egress from the site; and</i>	The approved agreement limited the site to a 160 unit residential development to ensure that traffic generation is minimal. The amendment further supports this goal with a reduction in units to 148.
<i>(iii) parking;;</i>	No changes to the approved parking requirement/provisions are proposed.
<i>(c) adequacy or proximity of schools, recreation areas and other community facilities;</i>	There are no concerns with school capacity in the area and there are adequate parkland and community facilities within a short distance.
<i>(d) adequacy of transportation networks in, adjacent to, and leading to the development</i>	No changes to the approved access or transportation network are proposed.
<i>(e) adequacy of useable amenity space and attractive landscaping such that the needs of a variety of household types are addressed and the development is aesthetically pleasing;</i>	The current agreement requires amenity space be provided at a minimum overall average rate of 200 square feet per unit. Options for landscaping include, but are not limited to, at-grade landscaped areas, roof decks and terraces, balconies, common rooms, and recreation/exercise rooms with a specific requirement for a landscaped green roof on Building A. The amendment proposal illustrates how the at-grade space between the two buildings has been reprogrammed with expanded accessible green space, reduced hard surfaces and community garden plots, to replace the ornamental green space that was planned for the rooftop. This change will result in 38,126 square



	<p>feet of amenity space versus the 29,600 square feet required.</p> <p>Staff feel that his approach conforms with policy and provides for improved use of the at-grade landscaped area with expanded leisure and gardening opportunities for the tenants.</p>
<i>(f) that mature trees and other natural site features are preserved where possible;</i>	There are no mature trees or other natural site features.
<i>(g) adequacy of buffering from abutting land uses;</i>	No changes to the setbacks of the approved building locations are proposed. The amendment proposal has retained the perimeter plantings and buffer landscaping from the approved agreement.
<i>(h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and</i>	The site was cleared and graded prior to the approval of the current agreement with plans to address stormwater via existing infrastructure. Attenuation of drainage will be further improved with the reduction of hard surface pathways in this the amendment proposal.
<i>(i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).</i>	See IP-1 (c) below.

#### **IP-1 (c)**

In considering zoning amendments and contract zoning, Council shall have regard to the following

<b>Policy</b>	<b>Staff Comment</b>
<i>(1) that the proposal is in conformance with the policies and intent of the Municipal Development Plan</i>	The proposal has been considered in accordance with policies IP-5, and IP-1 (c).
<i>(2) that the proposal is compatible and consistent with adjacent uses and the existing development form in the area in terms of the use, bulk, and scale of the proposal</i>	There residential use and building form are not proposed to change within the current proposal.
<i>(3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries</i>	This is addressed under IP-5 (b.ii) and (g).
<i>(4) that the proposal is not premature or inappropriate by reason of:</i>	The proposal is not premature or inappropriate for the following reasons:
<i>(i) the financial capability of the City is to absorb any costs relating to the development</i>	There would be no costs to HRM. The population on the site from 148 new units will put additional demands on existing park infrastructure. The current agreement states that, "the Developer agrees to pay a parkland dedication fee pursuant to the requirements of the Subdivision Bylaw." Parkland Planning has advised that once the fee is paid, a report will be forwarded to Regional Council to direct these monies to the adjacent Northbrook Park.
<i>(ii) the adequacy of sewer and water services and public utilities</i>	No concerns were identified regarding the capacity of sewer or water infrastructure as part of the approved DA.
<i>(iii) the adequacy and proximity of schools, recreation and other public facilities</i>	Addressed under IP-5.

<i>(iv) the adequacy of transportation networks in adjacent to or leading to the development</i>	Addressed under IP-5.
<i>(v) the existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas</i>	The current DA requires that the developer 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 system, and utilities.
<i>(vi) preventing public access to the shorelines or the waterfront</i>	Not applicable.
<i>(vii) the presence of natural, historical features, buildings or sites</i>	Staff are not aware of any such features on the lands.
<i>(viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized</i>	The approved agreement represents appropriate infill development. The extension of Richmond Street will offer improved circulation for services such as snow and ice control, and waste collection.
<i>(ix) the detrimental economic or social effect that it may have on other areas of the City.</i>	Staff are not aware of any potential detrimental effects that the development may pose.
<i>(5) that the proposal is not an obnoxious use</i>	The proposed use would is not expected to have any obnoxious impacts.
<i>(6) that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or nearby land uses and public facilities. Such controls may relate to, but are not limited to, the following:</i>	
<i>(i) type of use, density, and phasing</i>	The use and density will be controlled by the agreement. The two buildings may be phased at the developer's discretion..
<i>(ii) emissions including air, water, noise</i>	The development is not expected to generate emissions that will warrant controls. The current agreement stipulates that each building shall include, within its underground parking area, designated space for five-stream source separation services in accordance with By-law S-600 as amended from time to time. development agreement requirements. No changes to the approved waste management requirements of the agreement are proposed.
<i>(iii) traffic generation, access to and egress from the site, and parking</i>	Addressed under IP-5.
<i>(iv) open storage and landscaping</i>	Addressed under IP-5.
<i>(v) provisions for pedestrian movement and safety</i>	The current agreement requires provision of a lit walkway to allow for pedestrian connection from Richmond Street to Northbrook Park. The changes to the landscaping plan improve this planned pedestrian link to the Park by providing two straight and more direct routes through the development with the addition of seating along these pathways.
<i>(vi) management of open space, parks, walkways</i>	Not applicable

<p><i>(vii) drainage both natural and sub-surface and soil-stability</i></p>	<p>The proposed agreement will include requirements for site grading, stormwater management and erosion and sedimentation controls in accordance with applicable HRM and Provincial standards.</p>
<p><i>(viii) performance bonds.</i></p>	<p>The current amendments do not include changes to the performance considerations within the existing agreement.</p>
<p><i>(7) suitability of the proposed site in terms of steepness of slope, soil conditions, rock outcroppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors</i></p>	<p>No physical concerns have been identified with regard to these features on the lands. The development will have to comply with all applicable HRM, Provincial and Federal regulations.</p> <p>Respecting potential noise impacts, Building B will be adjacent to the loading &amp; service area of the abutting commercial development where some noise could be generated. However, the HRM Noise Bylaw provides a mechanism to deal with any potential issues that may arise relative to commercial operations in this service area.</p>
<p><i>(8) that in addition to the public hearing requirements as set out in the Planning Act and City by-laws, all applications for amendments may be aired to the public via the "voluntary" public hearing process established by City Council for the purposes of information exchange between the applicant and residents. This voluntary meeting allows the residents to clearly understand the proposal previous to the formal public hearing before City Council</i></p>	<p>Proposals for non-substantive amendments do not require a Public Information Meeting.</p>
<p><i>(9) that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:</i></p>	
<p><i>(i) Council with a clear indication of the nature of proposed development, and</i></p>	<p>Not applicable as this is a Development Agreement. However, this information has been provided in the proposal.</p>
<p><i>(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community</i></p>	<p>Not applicable as this is a Development Agreement. However, detailed information was provided in the proposal allowing for a full assessment by staff.</p>
<p><i>(10) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</i></p>	<p>Not applicable</p>

## Attachment C – Legislative Authority

### **Development Agreements By Community Council**

The *Community Council Administrative Order*, subsection 3 (1) “Subject to subsection (3) of this section, sections 29, 30 and 31 of the *Halifax Regional Municipality Charter* apply to each Community Council.”

*Halifax Regional Municipality Charter*:

#### **Development agreements by community councils**

- 31 (1)** This Section applies to a community council if the Council so provides in the policy establishing the community council.
- (2)** Where a municipal planning strategy of the Municipality provides for development by agreement, the community council stands in the place and stead of the Council and Part VIII applies with all necessary changes.
- (3)** A development agreement, or amendment to a development agreement, entered into by a community council must be signed by the Mayor and the Clerk on behalf of the Municipality.
- (4)** Where a development agreement entered into by a community council purports to commit the Municipality to an expenditure, the commitment has no force or effect until approved by the Council. 2008, c. 39, s. 31.

*HRM Charter*, Part VIII, Planning and Development, including:

#### **Development agreements**

- 240 (1)** The Council may consider development by development agreement where a municipal planning strategy identifies
- (a) the developments that are subject to a development agreement;
  - (b) the area or areas where the developments may be located; and
  - (c) the matters that the Council must consider prior to the approval of a development agreement.
- (2)** The land-use by-law must identify the developments to be considered by development agreement. 2008, c. 39, s. 240.

#### **Content of development agreements**

- 242 (1)** A development agreement may contain terms with respect to
- (a) matters that a land-use by-law may contain;
  - (b) hours of operation;
  - (c) maintenance of the development;
  - (d) easements for the construction, maintenance or improvement of watercourses, ditches, land drainage works, stormwater systems, wastewater facilities, water systems and other utilities;
  - (e) grading or alteration in elevation or contour of the land and provision for the disposal of storm and surface water;
  - (f) the construction, in whole or in part, of a stormwater system, wastewater facilities and water system;
  - (g) the subdivision of land;
  - (h) security or performance bonding.
- (2)** A development agreement may include plans or maps.
- (3)** A development agreement may

- (a) identify matters that are not substantive or, alternatively, identify matters that are substantive;
- (b) identify whether the variance provisions are to apply to the development agreement;
- (c) provide for the time when and conditions under which the development agreement may be discharged with or without the concurrence of the property owner;
- (d) provide that upon the completion of the development or phases of the development, the development agreement, or portions of it, may be discharged by the Council;
- (e) provide that, where the development does not commence or is not completed within the time specified in the development agreement, the development agreement or portions of it may be discharged by the Council without the concurrence of the property owner. 2008, c. 39, s. 242.

**Requirements for effective development agreement**

- 243** (1) A development agreement must not be entered into until
- (a) the appeal period has elapsed and no appeal has been commenced; or
  - (b) all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board.
- (2) The Council may stipulate that a development agreement must be signed by the property owner within a specified period of time.
- (3) A development agreement does not come into effect until
- (a) the appeal period has elapsed and no appeal has been commenced or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board;
  - (b) the development agreement is signed by the property owner, within the specified period of time, if any, and the Municipality; and
  - (c) the development agreement is filed by the Municipality in the registry.
- (4) The Clerk shall file every development agreement, amendment to a development agreement and discharge of a development agreement in the registry. 2008, c. 39, s. 243.