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Item No. 16.1
Harbour East -Marine Drive Community Council
October 5, 2017

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

SUBMITTED BY: ORIGINAL SIGNED

Kelly Denty, Acting Director, Planning and Development

DATE: September 1, 2017

SUBJECT: **Case 20406: Development Agreement for 18 and 20 Highfield Park Drive, Dartmouth**

ORIGIN

Application by Lydon Lynch Architects Limited to convert two existing motel buildings to apartment buildings.

LEGISLATIVE AUTHORITY

See Attachment C.

RECOMMENDATION

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

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of this report, to permit conversion of the existing motel buildings at 18 and 20 Highfield Park Drive, Dartmouth, to a 2 storey, 66 unit multiple unit building and a 3 storey, 14 unit multiple unit building, respectively, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
3. Require the 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

Lydon Lynch Architects Limited is applying to convert two (2) former motel buildings to apartment buildings at the north side of Highfield Park Drive, Dartmouth (Maps 1 and 2). This proposal may be considered under existing policy and zoning established in the Municipal Planning Strategy (MPS) for Dartmouth and the Land Use By-law (LUB) for Dartmouth. As such, the applicant is seeking to enable consideration of their proposal through a development agreement.

Subject Site	18 and 20 Highfield Park Drive, Dartmouth
Location	North side of Highfield Park Drive (Map 1)
Regional Plan Designation	Urban Settlement (US) under the Regional MPS
Community Plan Designation (Map 1)	Commercial (C) in the Dartmouth MPS
Zoning (Map 2)	C-2 (General Business) in the Dartmouth LUB
Size of Site	16,317.6 square metres (4.03 acres)
Street Frontage	91.86 metres (301.38 feet) along Highfield Park Drive
Site Conditions	Developed with mostly flat level surface accommodating two buildings and large areas of parking
Current Use of Subject Property	Existing former motel with two storey main building, three storey annex building and associated parking
Surrounding Uses	The surrounding area is comprised mainly of residential uses. Surrounding land uses include: <ul style="list-style-type: none">• South – low rise apartment buildings on True North Crescent;• West – office building;• North – Highway 111; and• East – bar and restaurant.

Proposal Details

The applicant proposes to convert the existing buildings on the subject site to 2 storey and 3 storey residential buildings with some office commercial space (Attachment A). Features of the proposed development include the following:

- 80 residential units within the existing building volume, with the potential for 30 additional units in an additional storey on the main building;
- Limited commercial space in the 3 storey building;
- Private amenity spaces; and
- 115 surface parking spaces.

The applicant has indicated that they believe the proposed building conversions are suitable for the site and its surroundings because the area was originally envisioned for medium-rise residential and low density commercial development.

Enabling Policy and LUB Context

Dartmouth MPS policy IM-5, subject to criteria of policy IP-1(c), enable Community Council to consider this proposal. The subject lands are designated Commercial under the General Land Use Classification that limits permitted land uses to single unit, two unit, and low, medium and high density multiple unit dwellings in accordance with that classification. Policy IP-5 expresses Council's intent to require all apartment buildings proposed in the R-3 (Multiple Family Residential-Medium Density), R-4 (Multiple Family

Residential-High Density), C-2 (General Business), MF-1 (Multiple Family Residential) and GC (General Commercial) zones of three dwelling units and beyond to be considered by development agreement.

The subject lands are zoned C-2 (General Business) under the Dartmouth LUB. The range of development permitted as-of-right includes uses permitted within the R-1 (Single Family Dwelling), R-2 (Two Family Dwelling), R-3 (Multiple Family Dwelling – Medium Density), and C-1 (Local Business to TH (Townhouse) zones. Any proposals for these uses within the C-2 zone must meet the respective zone requirements.

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, signage posted on the subject site, letters mailed to property owners within the notification area as shown on Map 2.

A public hearing must be held by Harbour East-Marine Drive Community Council before they may consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and property owners.

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 development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Provides for the former motel use to be continued or the proposed conversion to a multiple unit building;
- Allows for a future additional building storey by either adding a new pitched roof or a vertical walled storey with new roof;
- Allows for up to 30 additional dwelling units;
- Allows for up to 2 storeys of the annex building to be commercial;
- Allows for new access to units on the walls facing away from the interior courtyard;
- Provides for landscaping around the building perimeter with dedicated pedestrian sidewalk buffered from parking areas;
- Requires landscaped areas that are specified by the required landscape plan; and
- Non-substantive amendment(s) to allow minor changes to be made to the site, including access points along Highfield Park Drive, minor changes to existing exterior elevations, internal driveway and parking configurations, landscaped area locations and configurations, and requests for extensions to times of commencement and completion.

The attached development agreement will permit multiple unit dwelling and office commercial use, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Building Design, Height and Massing

The buildings include an existing 2 storey main building and 3 storey annex building which frame the site in an incomplete square. The building placement creates an open space central to the site containing both a parking area as well as a landscaped space. The proposal design achieves the following:

- This proposed conversion will result in a quality building that utilizes the multiple storeys to its design advantage;
- The façades are designed to display architectural references (including forms, materials, landscaping and windows) that are consistent with townhouses;
- The townhouse typology is further heightened by individual ground level entrances fronting landscaped areas;
- The overall articulation of the façade contributes to reducing the perceived 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 proposed 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 at ground level in a manner consistent with existing parking for the motel. With this said, the number of parking spaces have been reduced to allow landscaped areas by each individual unit entrance, a dedicated pedestrian sidewalk and the central landscaped area. The minimized perception of height brought about by the ground level individual entrance areas 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 gives reference to the scale and verticality of windows in townhouse dwellings and relates the scale and character of the proposed building to townhouses. The proposed building conversions represent an appropriate development in relation to its surroundings.

Landscaping and Amenity Spaces

The proposed development agreement requires a landscape design to be prepared by a landscape architect for the subject site prior to the issuance of the development permit. Requirements in the proposed agreement provide specific design guidelines for landscape architectural design treatment of private landscaped areas, pedestrian connections to the building 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 the expected 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. No changes are proposed to the existing access points off Highfield Park Drive. Staff concurs with the conclusion and recommendation of the study.

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. This allows for the consideration of conversion of multiple dwelling unit buildings that are appropriate for the site and its surroundings. Controls are placed on the scale, setbacks, landscaping and land uses of the proposal. 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 proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2017/18 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 development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in this report.

ALTERNATIVES

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

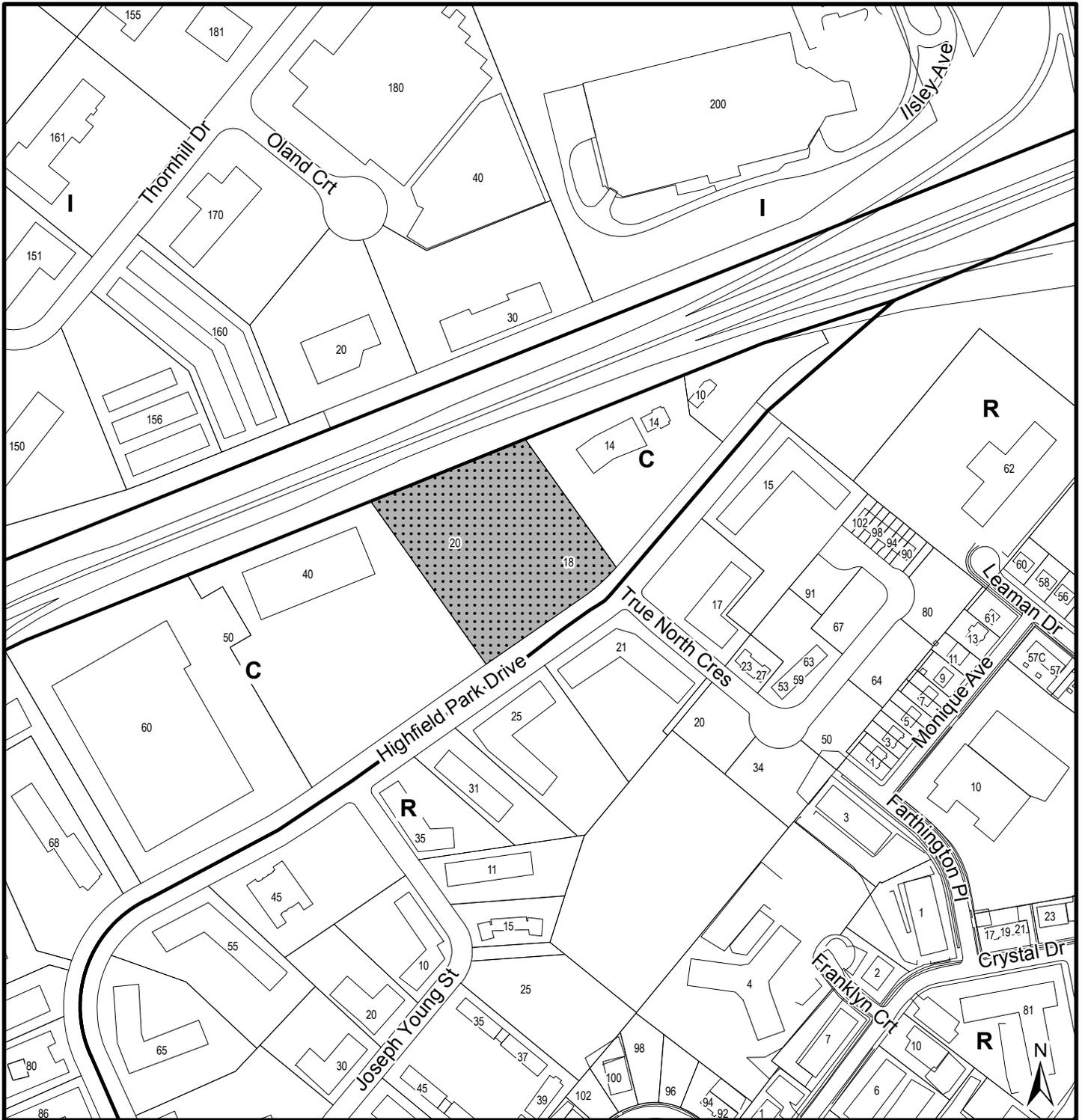
ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies
Attachment C:	Legislative Authority

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Darrell Joudrey, Planner II, 902.490.4181

Report Approved by: ORIGINAL SIGNED
Carl Purvis, Planning Applications Program Manager, 902.490.4797



Map 1 - Generalized Future Land Use

18 - 20 Highfield Park Drive
Dartmouth

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 Subject Property

Designation

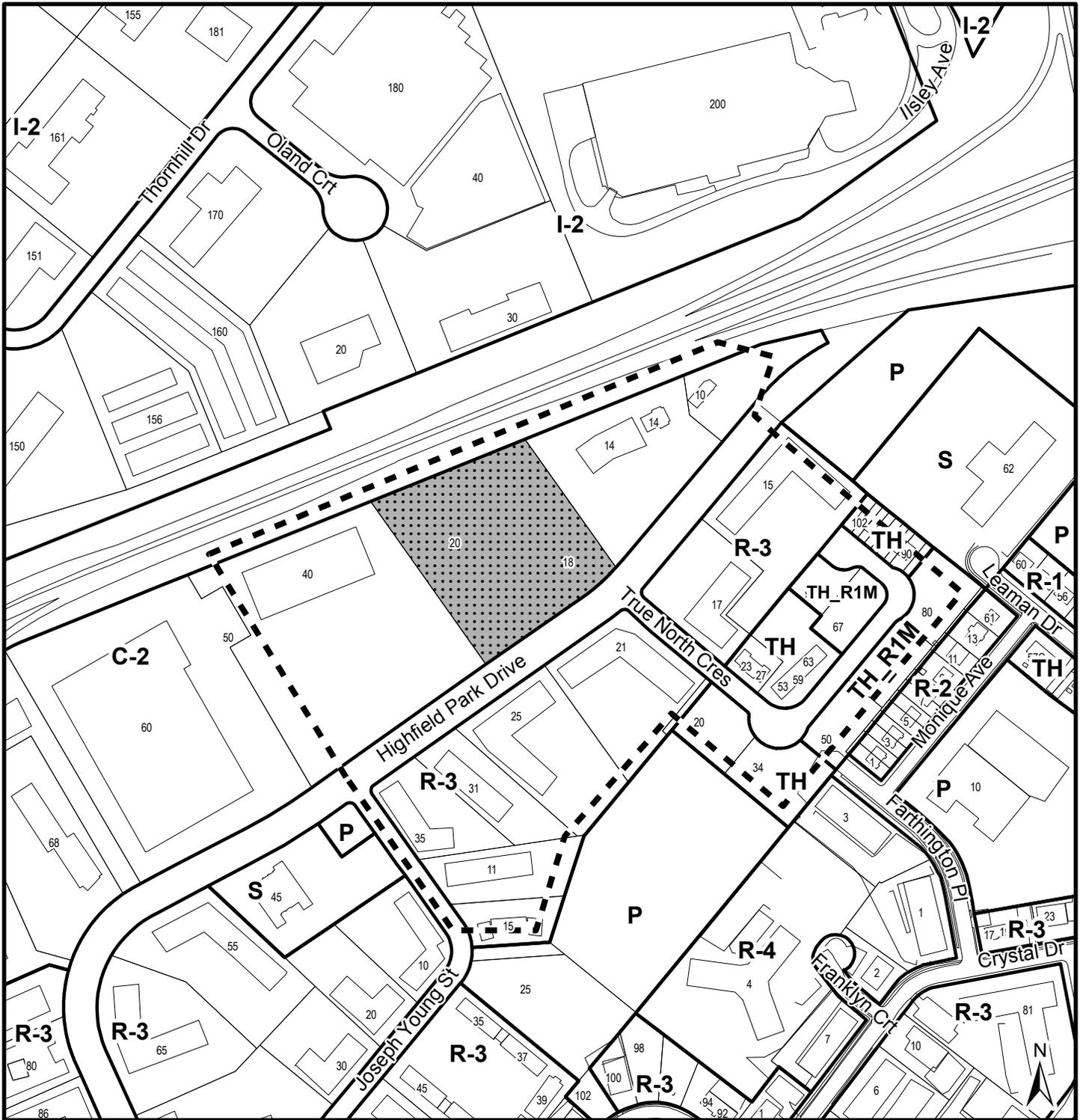
- R Residential
- C Commercial
- I Industrial



Dartmouth
Plan Area

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.



Map 2 - Zoning and Notification

18 - 20 Highfield Park Drive
Dartmouth

-  Subject Property
-  Area of Notification

Dartmouth
Land Use By-Law Area

Zone	
R-1	Single Family Residential
R1M	Single Family (Modified) Residential
R-2	Two Family Residential
R-3	Multiple Family Residential (Medium Density)
R-4	Multiple Family Residential (High Density)
TH	Town Housing
C-2	General Business
P	Park
S	Institutional
I-2	General Industrial

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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 Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 2017,

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 18 and 20 Highfield Park Drive, 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 the conversion of 2 existing motel buildings to 2 multiple unit residential buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy IP-5 and Policy IP-1(c) of the Dartmouth Municipal 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 20406;

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 Dartmouth 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 Dartmouth Land Use By-law and Regional Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

The following words used in this agreement shall be defined as follows:

- (a) "Forecourt" means an uncovered area between the two buildings that is partly enclosed by the building's walls;
- (b) "Sidewalk" means the area located along the buildings separated by a curb from the parking area and designated for preferential use by pedestrians.

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 20406:

Schedule A	Legal Description of the Land(s)
Schedule B	Site Plan
Schedule C	Main Building Elevations
Schedule D	Annex Building Elevations

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) An Outdoor Lighting Plan in accordance with Section 3.6 of this Agreement; and
- (c) A Site Grading Plan and Stormwater Management 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 outdoor 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.

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 either the existing motel and office use or two (2) multiple unit buildings with the main building (as shown on Schedules B and C) having two (2) storeys and the annex building (as shown on Schedules B and D) having three (3) storeys including up to two (2) floors of office commercial use.

3.3.2 The Development Officer may permit an additional storey (1 storey) of residential units on the main building by developing the space created by a new pitched roof or an additional storey in accordance with 3.4.5(e) provided the intent and specific provisions of this Agreement have been

adhered to and any plans for an additional storey are subject to a detailed review by the Development Officer to ensure compliance with all relevant building codes and by-laws.

3.4 Siting and Architectural Requirements

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

3.4.2 There shall be a maximum of 80 dwelling units within the two buildings. Where approval is given as per Section 3.3.2 for an additional storey for residential use on the main building, the Development Officer may allow up to 30 additional units.

3.4.3 There shall be a minimum of 115 at-grade parking spaces.

3.4.4 Design, Form and Materials:

(a) The Developer agrees that the design, form, and exterior materials of the buildings shall, in the opinion of the Development Officer, conform to the Building Elevations included with this Agreement as Schedules C and D.

(b) The Developer shall provide ground floor access to individual dwelling units, which shall be emphasised by architectural detailing, changes in materials, and architectural devices such as, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs or an acceptable equivalent approved by the Development Officer and landscaping as detailed in the Landscape Plan as per Section 3.7 of this Agreement.

(c) A second floor balcony with door(s) may be permitted to replace the existing second floor window(s) provided the existing vertical alignment is maintained.

(d) The end walls of the annex building shown on Schedule D that extend beyond those forming the forecourt may be permitted to add doors to provide sidewalk access.

3.4.5 Roofscape Treatment:

(a) The existing roofscape shall be flat neutral grey in colour and any additions to the existing roof or new roofs shall be the same neutral grey;

(b) Dormers shall be permitted to break the roofline if a new roof is added to provide an additional storey of residential use on the main building;

(c) Rooftop terraces may be permitted for individual or common use on existing or new roofs;

(d) A new roof may be permitted for both buildings provided that the finished ridgeline height:

(i) for the main building shown on Schedule C shall not exceed the existing height of the corner entrance feature roof on Elevations 3, 5, 8 and 9 of that Schedule; and

(ii) for the annex building shown on Schedule D shall not exceed the existing height of the corner entrance roof feature on Elevations 1 through 6 of that Schedule.

(e) The existing roof of the main building shown on Schedule C may be replaced by a flat roofed additional storey (1 storey) that shall not exceed the existing height of the corner entrance roof feature on Elevations 3, 5, 8 and 9 of the main building.

- 3.4.6 Any new 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 new exposed foundation shall be given design consideration in the Landscape Plan as per Section 3.7 of this Agreement.
- 3.4.7 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.
- 3.4.8 Any addition to the building shall be designed such that new rooftop mechanical systems (HVAC, AHU, exhaust fans, etc.) are not visible from Highfield Park Drive or Highway 111 or nearby residential properties. Furthermore, new 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.
- 3.4.9 Refuse containers for five (5) stream waste sorting shall be located as shown on Schedule B.

3.5 Parking, Circulation and Access

- 3.5.1 Surface parking areas shall be sited as generally shown on Schedule B.
- 3.5.2 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 an Outdoor Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Outdoor Lighting Plan shall contain, but shall not be limited to, the following:
- (a) The location, on the buildings and on the lands, of each new 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 HRM 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 submits 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. The Development Officer may request further information in the Landscape Plan if it is found not satisfactory.
- 3.7.3 All plant materials shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 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 new 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, exposed foundations as outlined in Section 3.4.6 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 landscaped areas, sidewalks and hard surface areas as shown on the attached Schedule B. 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 new 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 new 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 new wall and fence combination shall be provided and certified by a Professional Engineer prior to the issuance of an Occupancy Permit.
- 3.7.10 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.
- 3.7.11 There shall be an inner landscaped area located in the forecourt formed by the walls of the two buildings. There shall also be a landscaped area in the outer court formed at the northeastern exterior corner of the main building as generally show on Schedule B. Landscaped areas shall also be provided at the eastern end of the annex building and within the oblong median in the existing driveway entering the forecourt formed by the buildings.
- 3.7.12 Forecourt Landscaped Area:
- (a) The Developer shall locate private landscaped areas in the forecourt and the design shall be provided as part of the Landscape Plan as per Section 3.7 of this Agreement. The total landscaped areas shall be a minimum area of 420 square metres;

- (b) The landscaping and design for the private landscaped areas 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;
- (c) The private landscaped areas shall be raised above the parking surface by a minimum height of 150 mm except at pedestrian access points that shall meet accessibility standards for all users;
- (d) Any parking spaces located abutting the landscaped areas shall be visually screened from outward views from the landscaped area;
- (e) The designed components of the landscaped areas shall contribute to the creation of a secure environment by minimising the potential for concealment and providing a high level of lighting; and
- (f) The design of the private landscaped areas shall provide a safe physical connection to the existing building entrance and canopy identified on Schedule B as well as a strong visual connection to the building entrance.

3.7.13 Pedestrian Clear Circulation:

- (a) A curbed sidewalk shall run unimpeded in front of the entire length of the buildings of the development site;
- (b) The sidewalk shall be raised above any abutting parking surfaces by a minimum height of 150 mm and any pedestrian access points to surrounding parking surface or crossings shall meet accessibility standards for all users;
- (c) The sidewalk shall be of sufficient width to provide a building frontage zone having a minimum width of 915 mm, where space for entrance doors, stoops and landscaped area may be provided, and a pedestrian zone having a minimum width of 1200 mm for pedestrian movement, which shall be of concrete and free of all obstacles and vertical objects. Any street trees, plantings and street furniture, other than that in the frontage zone, to be located within the sidewalk shall be within a planting zone located between the curb and the pedestrian zone having a minimum width of 750 mm; and
- (d) The pedestrian zone of the sidewalk shall not exceed a grade or cross grade of 2 percent.

3.7.14 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 buildings, 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 Lands 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 lands are 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) Changes to the access points along Highfield Park Drive; internal driveway and parking configurations and landscaped area locations and configurations which, in the opinion of the Development Officer do not conform with Schedule B;
- (b) Changes to the existing exterior elevations which in the opinion of the Development Officer, do not conform with Schedules C or D;
- (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 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 development has not commenced within five (5) years from the date of registration of this Agreement at the 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 issuance of the Development Permit 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

If the Developer fails to complete the development after seven (7) years from the date of registration of this Agreement at the 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.

7.5 Discharge of Agreement

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 Dartmouth Land Use By-law, 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 defence 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

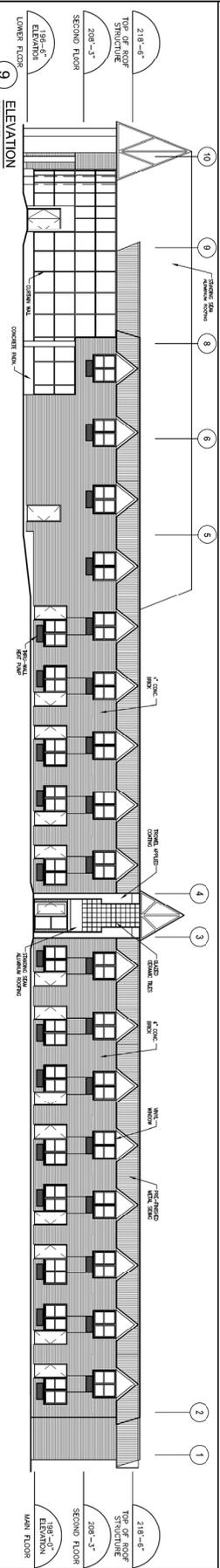
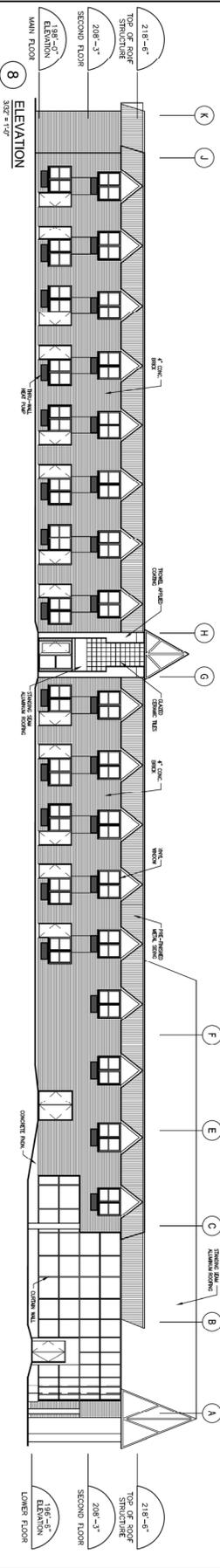
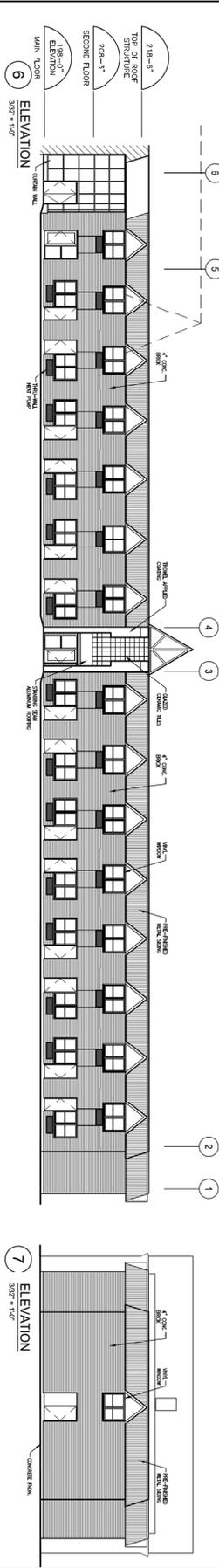
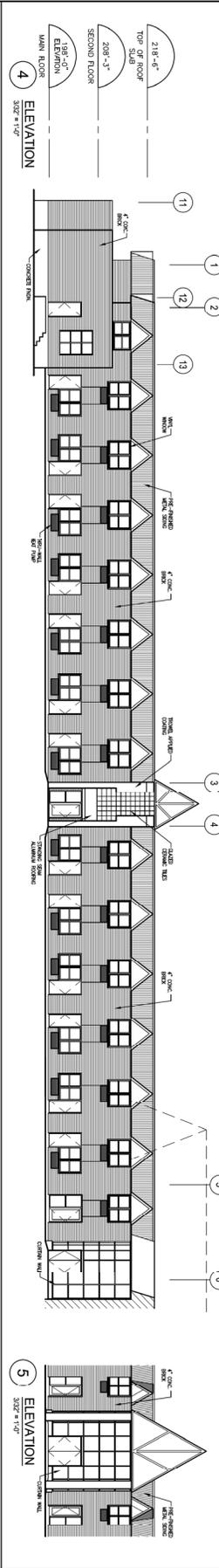
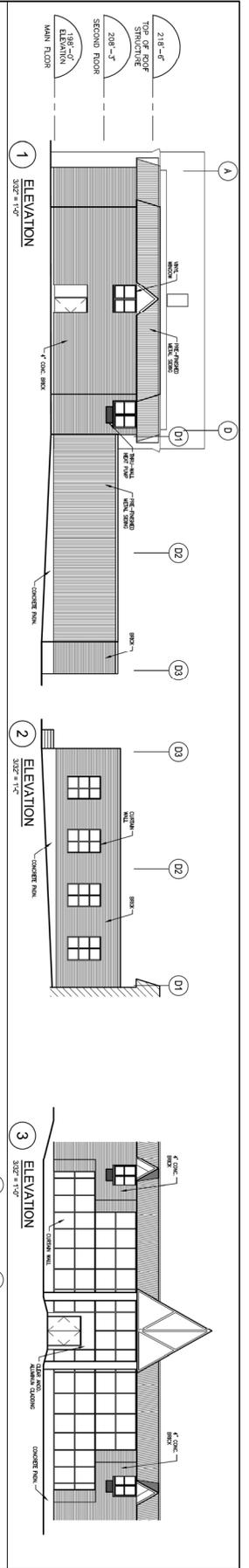
Witness

Per: _____

MUNICIPAL CLERK

Schedule C - Main Building Elevations

PLOTTED ON: 10/02/16 AT 11:38:15 AM
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LYDON LYNCH

Client
 STARFISH PROPERTIES

Project
 HIGHFIELD PARK APARTMENTS
 HIGHFIELD PARK, TX, 75040

Consultants
 Lydon Lynch Architects Limited
 1669 Burdette Street, Suite 401
 Houston, Texas 77006, 282-232
 Fax: (282) 422-1499

NOT FOR CONSTRUCTION

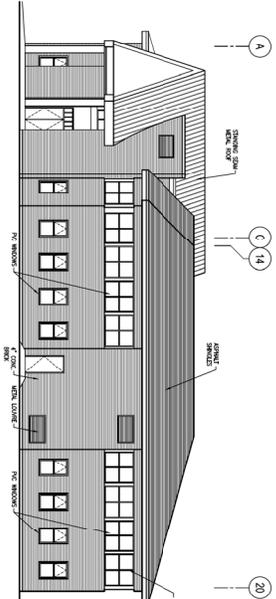
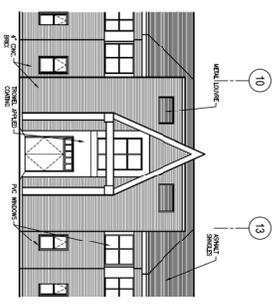
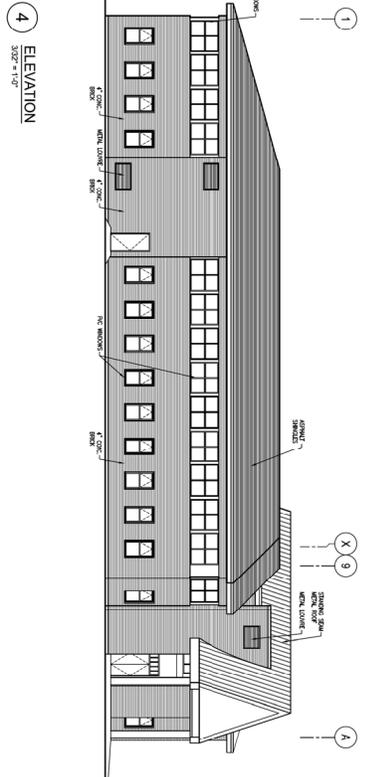
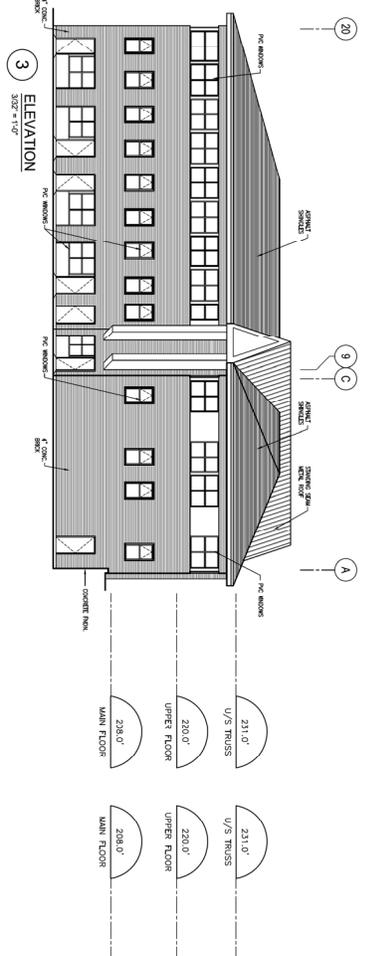
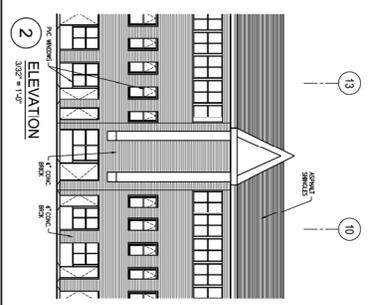
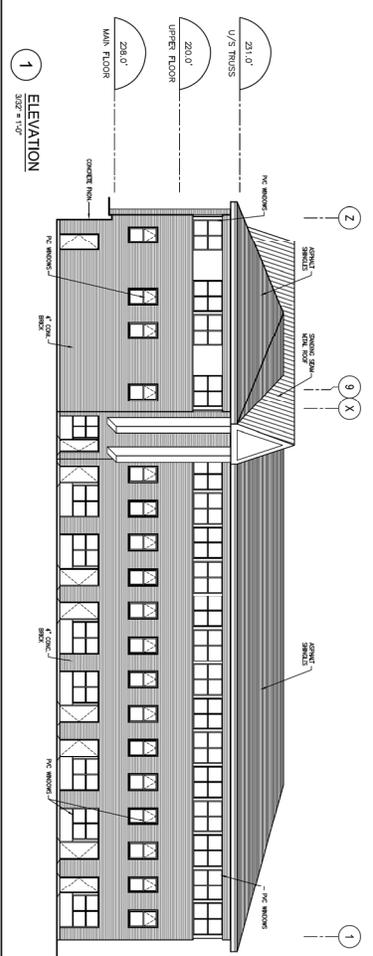
01 2016.02.11 DEVELOPMENT/ASSEMBLY
 No. Date Issued

MAIN BUILDING - ELEVATIONS
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 Project No.: 10001
 Drawn By: LJA
 Checked By: LJA

A-200

Schedule D - Annex Building Elevations

PLOTTED ON: 10/02/18 AT 11:38:04 AM
 F:\16001 HIGHFIELD PARK APARTMENTS\02 DRAWINGS\03 WORKING DRAWINGS\A-201 ANNEX_ELEV.dwg



LYDON LYNCH

Client
 STARFISH PROPERTIES

Project
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 HIGHFIELD, STRATHFIELD, NSW

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 Sydney, New South Wales 2132
 Australia
 Tel: (02) 9523-1889
 Fax: (02) 9523-1899

NOT FOR CONSTRUCTION

No.	Date	Issued
01	2016.02.11	DEVELOPMENT ASCERTAIN

ANNEX BUILDING - ELEVATIONS
 Drawing Scale: 302" = 1'-0"
 Project No.: 10001
 Drawn By: IJA
 Checked By: IJA
A-201

**Attachment B:
Dartmouth MPS Policy Evaluation**

Implementation

Policy IP-1(c)

Policy Excerpt	Staff Evaluation
In considering zoning amendments and contract zoning, Council shall have regard to the following:	
(1) that the proposal is in conformance with the policies and intent of the Municipal Development Plan	The proposal is in conformance with the policies and intent of the Dartmouth MDP
(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	The proposed residential conversion from motel use to multiple unit building use is compatible and consistent with adjacent uses (office and retail commercial and multiple unit residential) and existing development form
(3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries	The proposed DA will provide buffer screening and landscaping through a required landscaping plan. Access control is already in place to reduce impact with adjacent land uses and traffic arteries as the former motel use dealt with these issues. The existing access points are not changing on Highfield Park Drive.
(4) that the proposal is not premature or inappropriate by reason of:	
(i) the financial capability of the City is to absorb any costs relating to the development	All costs associated with the proposed development will be the responsibility of the Developer.
(ii) the adequacy of sewer and water services and public utilities	Halifax Water has provided comments on the proposal and has no issues with capacity of either water or sewer.
(iii) the adequacy and proximity of schools, recreation and other public facilities	Public facilities such as schools, recreation complexes and other public facilities are adequate and within walkable distance.
(iv) the adequacy of transportation networks in adjacent to or leading to the development	The proposed conversion is located on Highway 111 and Highfield Park Drive. A Traffic Impact Statement submitted in support of the development finds that the proposed apartment use will have fewer vehicle trips per day.
(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or	n/a

	sedimentation of such areas	
(vi)	preventing public access to the shorelines or the waterfront	n/a
(vii)	the presence of natural, historical features, buildings or sites	n/a
(viii)	create a scattered development pattern requiring extensions to truck (sic) facilities and public services while other such facilities remain under utilized	The nature of the proposed development is the re-use of an existing building. Public services are already in place in the area and need not be extended.
(ix)	the detrimental economic or social effect that it may have on other areas of the City.	Staff advise that the conversion to multiple unit building use will provide moderate cost housing to the neighbourhood.
(5)	that the proposal is not an obnoxious use	n/a
(6)	that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or near by land uses and public facilities. Such controls may relate to, but are not limited to, the following:	
(i)	type of use, density, and phasing	The land use will be controlled by the development agreement as will the number of units which, effectively, is the density. Changes to land use, or number of permitted units (80) and additional units (30), requires a substantive amendment under the terms of the Agreement.
(ii)	emissions including air, water, noise	The Agreement requires the permitted use to abide by all by-laws, laws and statutes including those pertaining to environmental matters.
(iii)	traffic generation, access to and egress from the site, and parking	The Traffic Impact Statement prepared in support of the application has been reviewed and accepted by HRM Traffic Services.
(iv)	open storage and landscaping	No open storage is permitted. The 5 stream HRM waste recycling containers must be located as indicated on the site plan nearby the building. A landscaping plan prepared by a landscape architect is required through the DA, which also DA provides a framework for an Inner Landscaped area and Pedestrian Clear Circulation space connecting the units and buffering from the parking area.
(iv)	provisions for pedestrian	There are existing sidewalks and walkways

movement and safety	within the Highfield Park community that provide connectivity. Access across Highway 111 is a hazard except at designated crossings.
(vi) management of open space, parks, walkways	There are HRM parks and open spaces linked by walkways and trails in addition to private amenity space on the subject lands.
(vii) drainage both natural and sub-surface and soil-stability	The subject lands are fully developed with natural and engineered drainage. Soil stability has also been managed in the past and has not been disturbed.
(viii) performance bonds	n/a
(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	The site was previously developed as a short term residential use – a motel. The site is highly modified from its natural condition. Steep slopes have been held in check by retaining walls/gabion baskets. Soil conditions have been treated and stabilized and areas susceptible to wetness or flooding have rocky drains to allow the water to runoff the site to drainage ditches. The site is adjacent to a major highway and ramps but will be buffered by a boundary of coniferous trees.
(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	No public information meeting was held in this matter and instead a mailout notification and fact sheet served to inform abutting property owners and residential buildings of the proposal. There were no responses to the mailout package.
(9) that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:	
(i) Council with a clear indication of the nature of proposed development; and	The staff report to Community Council and the proposed DA provide a clear indication of the proposed development.
(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community.	Sufficient detail was provided to evaluate the proposal and potential impact on surrounding lands and the community.
(10) <i>Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges</i>	n/a

<p>- 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-Aug17/02</p>	
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Policy IP-5

<p>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.</p>	
<p>In considering the approval of such Agreements, Council shall consider the following criteria:</p>	
<p>(a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood</p>	<p>The proposed conversion will be compatible in terms of exterior design, height, bulk and scale to the surrounding neighbourhood as the conversion will not significantly alter the exterior of the existing buildings. The proposed DA allows a future request for an additional floor by way of a new steeper pitched roof capturing the space under it for new units or an entire new floor (one storey). Staff believe this request, carried out as per the applicable provisions of the DA, will remain compatible with the surrounding buildings.</p>
<p>(b) adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:</p>	
<p>(i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building</p>	<p>The existing buildings will not be altered significantly except as may be varied by the proposed DA for minor window changes or allowing balconies and landscaping to create the effect of individual “townhouse” entrances. A future change in height from a steeper pitched roof or an additional one storey is permitted through the DA. Lot size and frontage will not change. The density will be increased beyond that of the former motel use but the perception of higher density will be</p>

	mediated by maintaining the existing form overall and the addition of softening landscape in relation to each unit and the common amenity spaces.
(ii) traffic generation, access to and egress from the site; and	A Traffic Impact Statement (TIS) was submitted in support of this application and no concerns were noted by staff. The proposed apartment units and the office space will have less impact on the surrounding street network than the previous motel use. The TIS does not consider the impact of the removal of the restaurant use. The existing ingress/egress points will remain in use.
(iii) parking	The existing number of parking spaces (164) is being reduced (115) in order to create more amenity and green space and individual landscaped entrances for the proposed 80 units. This reduction did not concern staff as it is adequate for the 80 units and exceeds the LUB standard.
(c) adequacy or proximity of schools, recreation areas and other community facilities	HRSB is mandated to place HRM students in the area or find a school within the district if the local one has no capacity. The Albro Lake Park, Jason MacCullough Memorial Park, John B Gray Park and John MacNeil School Park are all nearby and within walking distance.
(d) adequacy of transportation networks in, adjacent to, and leading to the development	The subject site is located on Highfield Park Drive that links it to nearby Dartmouth communities and has convenient access from Highway 111.
(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	The proposed development agreement provides for adequate private common amenity space that will be addressed in terms of design by a landscape plan prepared by a landscape architect. A belt of landscaping, dedicated pedestrian sidewalk and buffer from the parking area surrounds the interior courtyard.
(f) that mature trees and other natural site features are preserved where possible	Existing trees and vegetation on the site are to be maintained as no additions are being made to the footprint of the building that require their removal.
(g) adequacy of buffering from abutting land uses	The existing trees on the site provide adequate buffering and privacy from Highfield Park Drive. There is existing vegetative screening from Highway 111 also. Horizontal separation distances create adequate buffering from the office use to the southwest and the retail commercial use to the northeast.

	The landscape plan will address the need for any vegetative screening between these uses.
(h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment	No changes will be made to the established grading and landform of the subject site therefore drainage will perform as during the previous use.
(i) the Land Use By-law amendment criteria as set out in Policy IP-1(c). (As amended by By-law C-692, Dec. 4, 1991)	This policy, IP- 1(c) is evaluated above.

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.