



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

Item No. 16.1
Harbour East Marine Drive Community Council
March 7, 2019

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

Original Signed

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

Original Signed

Jacques Dubé, Chief Administrative Officer

DATE: January 4, 2019

SUBJECT: **Case 21978: Discharge of Development Agreement for 66 Lakecrest Drive, Dartmouth**

ORIGIN

Application by David Harrison, on behalf of property owner Affirmative Ventures Association.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development.

RECOMMENDATION

It is recommended that Harbour East Marine Drive Community Council:

1. Approve, by resolution, the proposed Discharging Agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
2. Require the Discharging 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

David Harrison, on behalf of property owner Affirmative Ventures Association, is applying to discharge a development agreement (municipal case 00727) which permitted the construction of a 10-unit multiple unit dwelling at 66 Lakecrest Drive in Dartmouth. This multi-unit dwelling has been constructed.

Subject Site	66 Lakecrest Drive, Dartmouth (PID 40638694)
Location	South side of Lakecrest Drive, due south of Raymond Street
Regional Plan Designation	US (Urban Settlement)
Community Plan Designation (Map 1)	MS (Main Street)
Zoning (Map 2)	R-3 (Multiple Family Residential – Medium Density) and C-2 (General Business)
Size of Site	1,929 m ² (20,760 ft ²)
Street Frontage	30 metres (98 feet) on Lakecrest Drive and 15 metres (49 feet) on Main Street
Current Land Use(s)	10-unit multi unit dwelling
Surrounding Use(s)	Commercial uses along Main Street to the south, multi-unit dwellings, low and medium density residential on the north side of Lakecrest Drive, Walker Street and Raymond Street

Proposal Details

The applicant proposes to discharge the development agreement that permitted the construction of the ten-unit apartment building at 66 Lakecrest Drive (Attachment A). The Harbour East Community Council approved the development agreement as Case #00727 at its meeting on July 6, 2006.

The *Halifax Regional Municipality Charter* provides Council with a mechanism to discharge development agreements. Part VIII, Clause 244 identifies that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The Charter does not require a public hearing for the discharge of an agreement or a portion thereof. A Community Council may discharge a development agreement by resolution.

Section 4.4. of the development agreement says:

4.4.1 Upon the completion of the development or portions thereof, or within/after 5 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

(a) retain the Agreement in its present form;

(b) negotiate a new Agreement;

(i) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Dartmouth, as may be amended from time to time.

The development has been completed in accordance with the approved development agreement so it is now possible for HEMDCC to discharge the agreement.

If HEMDCC discharges the development agreement, the Dartmouth Municipal Planning Strategy and the R-3 and C-2 Zone standards in the Dartmouth Land Use By-law will regulate future development on the subject site.

Rationale for Existing Development Agreement

When the development agreement was approved by Harbour East Community Council (HECC) in 2006, the subject site was zoned C-3, and Policy IP-5 of the Dartmouth Municipal Planning Strategy required a development agreement for any new apartment buildings in the plan area, regardless of zoning. Therefore, the new 10-unit multi unit dwelling on the subject site required a development agreement.

In September of 2013, Regional Council approved MPS Policy IP-5A. This amendment to the Dartmouth Municipal Planning Strategy allowed apartment buildings to be constructed as of right in the Main Street Designation. At the same time, the subject site was rezoned from C-3 to R-3, and the Main Street Designation was applied to the property.

Policy IP-5A says:

Notwithstanding Policy IP-5, within the Main Street Designation, Council shall permit apartment buildings through the Land Use By-law.

Because the MPS now permits apartment buildings as of right, new apartment buildings in the Main Street Designation must meet the zone standards in the Dartmouth Land Use By-law. It is not possible to make a substantive amendment to an existing development agreement that HECC approved prior to MPS Policy IP-5A coming into effect. The development agreement on the subject site does not identify any non-substantive matters. Therefore, the development agreement registered against the subject site can be subject to neither a substantive nor non-substantive amendment.

If HEMDCC discharges the development agreement, the Dartmouth Land Use By-law (LUB) will control as of right development on the subject site. LUB Section 34(3A) and following provide the zone standards for apartment buildings in the R-3 (Multiple Family Residential – Medium Density) Zone. Should Council agree to the proposed discharge, the existing development would be non-conforming to some of these standards.

Existing Development Agreement

The development agreement permitted the construction of a new ten-unit dwelling on the subject site. Additional requirements of the agreement included:

- A common room for the use of the residents;
- 6 vehicle parking spaces and a loading area; and
- Landscaped amenity space for the use of the residents.

Buy-back Agreement

HRM sold the subject site to the current owner through an Agreement of Purchase and Sale dated July 29, 2004. The Agreement of Purchase and Sale included a buy-back clause in favour of HRM which could be exercised if the subject site was no longer being used to provide non-profit housing for mental health consumers. It says:

3. This Buy-Back Agreement gives an unencumbered and unrestricted right, at the sole discretion of the Municipality, to buy back, in the event that the Purchaser decides to sell or apply to demolish the building and/or the Purchaser or any successor Purchaser no longer operates the Property as non-profit housing for mental health consumers, as provided for in Clause 2 of this Agreement and Clause [blank] of the Agreement of Purchase and Sale. ...

If the use of the subject site is transitioned to provide any housing other than “non-profit housing for mental health consumers”, HRM will have the first opportunity to purchase the subject site. The buy-back price would be calculated by a formula in the Agreement of Purchase and Sale.

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 and signage posted on the subject site.

The proposal will potentially affect residents and business owners near the subject site.

Staff have not received any comments from the public relating to this application, and there is no requirement for a public hearing for this application.

DISCUSSION

Staff have reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Staff identified the following matters for specific discussion.

Main Street Secondary Plan

In 2013, Council adopted MPS and LUB amendments to apply area-specific planning policies and regulations in the Main Street area. Among other things, this legislation allowed multi-unit dwellings to be developed by-right without the use of a development agreement and without project-specific Council review and community engagement. In doing so, Council and the community endorsed development requirements that are accepted as appropriate for this area. The continued presence of site specific development agreements for completed projects creates inconsistency in land use regulation among properties in this plan area and limits the ability to achieve the development vision as determined through the Main Street planning process.

Development Agreement Amendments

The planning policies enabling development agreements for apartment buildings were eliminated in this area upon the adoption of the area-specific Main Street planning policies and regulations. As a result, there is no longer an enabling policy framework for amendments to the existing development agreement on this site. Any proposed amendments to the DA would also require corresponding amendments to the municipal planning strategy. This situation is unduly restrictive noting the substantial by-right capacity in the surrounding area as set out in the recently approved Main Street planning process.

Non-conformity

If HEMDCC discharges the development agreement as requested, the existing apartment building on the subject site will be non-conforming with respect to the amount of amenity space required by the Land Use By-law and with respect to the design and built form of the apartment building. Any indoor or outdoor amenity space, including the common room required by the development agreement, would have to remain unless new, alternative amenity space is provided on the subject site.

Parking

Parking was a concern for residents attending the Public Information Meeting for the development agreement.

The development agreement requires 6 parking spaces; the parking required by the LUB when HECC approved the development agreement would have totaled 13 stalls, but those requirements have since been reduced. The current as-of-right requirements in the LUB would require 7 parking spaces for an apartment building. However, LUB Section 14 (b)(iv) waives the requirement to provide any vehicle parking for special needs housing owned by a registered charity, non-profit organization, non-profit co-operative or government agency.

LUB Section 14 (b)(iv) came into effect on November 23, 2013, after the development agreement was registered against the subject site.

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. Since HECC approved the development agreement in 2006, Regional Council changed the Dartmouth Municipal Planning Strategy to make it possible to construct apartment buildings in the Main Street Designation without a development agreement. These changes create an inconsistent regulatory regime in the area with respect to development agreements that exist for completed projects while updates and amendments to those agreements are no longer possible.

Staff recommend that the Harbour East Marine Drive Community Council approve the proposed discharging 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 2018-2019 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 discharging agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. Harbour East – Marine Drive Community Council may choose to refuse to discharge the existing development agreement and therefore, development on the property would remain subject to the conditions of the agreement. A decision of Council to refuse to discharge a development agreement is appealable to the Nova Scotia Utility and Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1: Generalized Future Land Use
Map 2: Zoning

Attachment A: Discharging Agreement
Attachment B: Existing Development Agreement
Attachment C: May 25, 2006 Staff Report

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: Jamy-Ellen Klenavic, Planner 2, 902.490.2665

Original Signed

Report Approved by:

Steven Higgins, Manager Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

66 Lakecrest Dr,
Dartmouth

HALIFAX

 Subject Property

Designation

MS Main Street
R Residential



Dartmouth
Plan Area

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

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



Map 2 - Zoning

66 Lakecrest Dr,
Dartmouth

 Subject Property

Dartmouth
Land Use By-Law Area

Zone

- C-2 General Business
- NLW Neighbourhood Live-Work
- P Park
- R-1 Single Family Residential
- R-1A Auxiliary Dwelling Unit
- R-2 Two Family Residential
- R-3 Multiple Family Residential (Medium Density)
- S Institutional
- TH Town Housing

HALIFAX



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

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

ATTACHMENT A
Discharging Agreement

THIS DISCHARGING AGREEMENT made this day of , 20__,

BETWEEN:

AFFIRMATIVE VENTURES ASSOCIATION

a society, registered 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 66 Lakecrest Drive, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Harbour East Community Council of the Municipality approved an application on July 6, 2006 referenced as Municipal Case Number 00727 to enter into a Development Agreement to allow for a ten (10) unit residential building on the Lands, which said development agreement was registered at the Land Registration Office on November 29, 2006 as Document Number 86731917 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested that the Existing Agreement be discharged from the Lands;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Harbour East – Marine Drive Community Council approved this request by resolution at a meeting held on **[INSERT - date]**, referenced as Municipal Case Number 21978;

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

1. The Existing Agreement is hereby discharged as it applies to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Dartmouth Land Use By-law, as amended from time to time.

**ATTACHMENT A
Discharging 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:

Witness

AFFIRMATIVE VENTURES ASSOCIATION

Per: _____

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

Witness

Witness

HALIFAX REGIONAL MUNICIPALITY

Per: _____
MAYOR

Per: _____
MUNICIPAL CLERK

ATTACHMENT A
Discharging Agreement

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

25
Attachment B: Existing Development Agreement

Form 24

Request to Revise the Registration and Certificate of Legal Effect

Land Registration Act, S.N.S. 2001, c.6, subsection 18(13)

Land Registration Administration Regulations, subsections 8(1), 8(2), 14(2), 15(2) and 17(4)

Registration district: Halifax County

Registrant user number: 2444

Submitter's name/firm: Ian A. Sutherland / Stewart McKelvey

In the matter of Parcel Identification Number (PID)

PID: 40638694

(Expand box for additional PIDs.)

HALIFAX COUNTY LAND REGISTRATION OFFICE I certify that this document was registered as shown here. Gillian Shute, Registrar	
86731917 Document #	LR <input checked="" type="checkbox"/> ROD <input type="checkbox"/>
NOV 29 2006 MM DD YYYY	11:14 Time

- (check if appropriate)* This request and Certificate of Legal Effect includes a *(select one)* benefit/burden that affects another parcel registered under the *Land Registration Act* and a separate Form 24 relating to this *(select one)* benefit/burden is being submitted contemporaneously herewith.
- (check if appropriate)* This request and Certificate of Legal Effect is being used to revise the registration of multiple PIDs. The attached document is a certified copy of a document that is being submitted for registration contemporaneously herewith.
- (check if appropriate)* This request and Certificate of Legal Effect is being used to remove a judgment from the parcel register. The attached document outlines or is the basis upon which the removal of the judgment is being requested.
- (check if appropriate)* This transfer relates to a portion of the above-noted consolidated parcel.
- (check if appropriate)* This transfer of ownership also subdivides land and creates a parcel or parcels 10 hectares or greater in area.
- (check if appropriate)* This request includes the addition of a benefit by adverse possession or prescription over a parcel that has not been registered under the *Land Registration Act*. An abstract of title for the benefit is attached, but no Form 8 Opinion is necessary, as per *Land Registration Administration Regulations, subsection 8(2)*.

Take notice that the ~~(select one) transferee/tenant in common interest holder/registered owner~~ hereby requests a revision of the registration of the above-noted parcel(s), as set out below.

I hereby certify that

1. This revision is effected by a document that does not include a legal description, and accordingly the legal description contained in the parcel register for the property applies.

Page -1-

SMSS\1744908.1

May 16, 2005

2. The following registered interests are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable	
Mailing address of interest holder added (if applicable)	
Manner of tenure (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Non-resident (to eligible lawyer's information and belief) (Yes/No?)	
Reference to related instrument in names-based roll/parcel register (if applicable)	

3. The following tenant in common interests not registered under the *Land Registration Act* are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable	

Percentage of interest held	
Mailing address of interest holder added (if applicable)	
Reference to related instrument in names-based roll/parcel register (if applicable)	

4. After reviewing the judgment roll with respect to the current registered owner(s) of the registered interest in the parcel, the following judgments are incorporated into the parcel register (if no judgments enter "Nil"):

Instrum ent Type / Code	Interest Holder Type	Interest Holder/Mailing Address	Names-Based Roll Reference (if applicable)
N/A			

5. The following benefits (e.g. right of way benefits) are changed in the parcel's registration (insert N/A if not applicable):

Instrument type/code	N/A
Expiry date (if applicable)	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable	
Mailing address of interest holder added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs): Note: If the servient tenement parcel is not registered under the Land Registration Act, you must attach an abstract of title for the servient tenement parcel and a Form 8 Opinion of Title as required by the Land Registration Administration Regulations subsection 8(2).	

Reference to related instrument in names-based roll/parcel register (if applicable)	
--	--

6. The following burdens (e.g. right of way in favour of another person or parcel) are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	Agreement re: Use of Land / 406
Expiry date (if applicable)	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable	Halifax Regional Municipality -- Party to Agreement
Mailing address of interest holder added (if applicable)	P.O. Box 1749 Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	

7. The following recorded interests are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable	
Mailing address of interest holder added (if applicable)	
Reference to related instrument in names-based roll/parcel register (if applicable)	

8. I request that the following textual qualifications on title in the above-noted parcel be changed (*insert N/A if not applicable*):

Textual qualification on title to be removed <i>(insert any existing textual qualification being changed, added to or altered in anyway)</i>	N/A
Expiry date of textual qualification on title (if applicable)	
Textual qualification on title to be added <i>(insert replacement textual description)</i>	
Instrument type: 838 <i>(to be used if there is no document attached; insert N/A if an enabling instrument is attached)</i>	

9. The following is the reason for the requested revision to the textual qualifications on title *(for use when no document is attached)*:

10. It is appropriate to revise the parcel registration for the indicated PIDs as certified in this request.

Certified at Halifax, in the County of Halifax, Province of Nova Scotia, this 23rd day of November, 2006.

ORIGINAL SIGNED

Signature of interest holder/agent

Name: **Ian A. Sutherland**

Address: Stewart McKelvey Stirling Scales,
900 – 1959 Upper Water Street

Halifax, NS B3J 2X2

Phone: 420-3378

Fax: 420-1417

Email: isutherland@smss.com

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

THIS AGREEMENT made this 21 day of November, 2006,

BETWEEN:

APPROVED
AS TO FORM
ORIGINAL SIGNED
Municipality

AFFIRMATIVE INDUSTRIES ASSOCIATION
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the
"Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 64-66 Lakecrest Drive, Dartmouth, forming part of PID# 40638694 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 construction of a 10 unit multiple dwelling plus common room on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Chapter 11, Policy IP-5 of the Dartmouth Municipal Planning Strategy and Part II, Provision 18A of the Dartmouth Land Use Bylaw;

AND WHEREAS a condition of the granting of approval of Council is that the Developer enter into an agreement with the Halifax Regional Municipality;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on July 06, 2006 (referenced as Municipal Case Number 00727);

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

1.3 Applicability of Other Bylaws, Statutes and Regulations

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer.

1.6 Provisions Severable

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

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

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

Schedule "A"	Legal Description of property owned by Affirmative Industries Association, part of 64-66 Lakecrest Drive, (part of PID# 40638694), Dartmouth
Schedule "B"	Site and Landscaping Plan
Schedule "C"	Elevation Drawings
Schedule "D"	Floor Plan(s) (First, Main, Ground, Second, Typical etc)

2.2 General Description of Land Use

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

- (a) one multiple unit residential building containing a maximum of 10 units plus common room which also includes:
- (b) vehicular parking, loading and circulation areas; and,
- (c) buffer areas and landscaping and amenity area

2.3 Detailed Provisions for Land Use

2.3.1 The multiple unit dwelling must meet the requirements of the R-3 Zone, respectively, as described in the Dartmouth Land Use By-law, excepting for the minimum frontage requirement.

2.4 Architectural Requirements

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

:

2.4.1 Building Siting, Bulk and Scale

- (a) The Developer shall construct a building on the Lands which, in the opinion of the Development Officer, is substantially in conformance with Schedules "B" and "C" and attached hereto, including its location, size, height, number of units, and architectural design, including facade features and type of exterior materials.

- (b) Architectural treatment shall be continued around all sides of the building visibly exposed to public streets and existing or proposed buildings in accordance with Schedule "C".
- (c) All portions of the multiple unit dwelling are a minimum setback of approximately 15 feet from the western property line.
- (d) All portions of the building are a minimum setback of 17 feet from the eastern property line.
- (e) The building footprint shall not be greater than 3,900 square feet in area.
- (f) The height of the multiple unit dwelling shall not exceed 42 feet.
- (g) Utility meters, central air conditioning units, fuel tanks and exhaust vents shall only be located in the side or rear of the multiple unit dwelling and shall be constructed in accordance with the National Building Code.
- (h) Pursuant to clauses 2.4.1(a), the Development Officer, through consultation with Planning Services, may approve minor changes to clauses 2.4.1(a) provided that the design of the building is maintained or enhanced, and furthers the intent of this Agreement substantially in accordance with Schedules "B" and "C".
- (i) The Developer agrees that within the 10-unit multiple unit dwelling, 8 dwelling units shall be approximately 565 square feet in area and 2 dwelling units shall be approximately 860 square feet in area. The ground floor shall contain a minimum of three barrier free units.

2.5 Parking, Circulation and Access

- 2.5.1 The parking area for the multiple unit dwelling shall be sited as generally shown on Schedule "B".
- 2.5.2 The number and layout of vehicular and bicycle parking spaces serving the multiple unit dwelling shall be as generally illustrated on Schedule "B". The size of parking spaces shall be as specified in the Land Use By-Law, and barrier free parking shall be provided as required by the Building Code Act, including the provision of applicable above ground signage.
- 2.5.3 Other than the provision of clause 2.5.2 respecting the number and layout of parking spaces, the parking area for the multiple unit dwelling shall comply with the requirements of the Land Use By-law for Dartmouth as amended from time to time.

- 2.5.4 The parking area for the multiple unit dwelling shall be constructed of asphalt paving.
- 2.5.5 The driveway shall comply with the requirements of the Land Use By-law and Bylaw S-300 Respecting Streets, and any other applicable legislation.
- 2.5.6 The driveway shall be located on the subject property.
- 2.5.7 Internal pedestrian pathways shall be provided as generally illustrated on Schedule "B" and shall be constructed of hard surface (ie concrete or asphalt).
- 2.5.8 Pedestrian pathways should be designed to be barrier free where possible.
- 2.5.9 Refuse containers shall be located in accordance with Schedule "B" and shall be screened by opaque fencing.

2.6 Streets and Municipal Services

- 2.6.1 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies and regulations of HRM and other approval agencies, except as provided for herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.
- 2.6.2 The Developer agrees to install a Backflow Prevention Device for the municipal water service as required by the Halifax Regional Water Commission prior to the issuance of a occupancy permit.
- 2.6.3 The new building shall connect to the municipal sewer and water system. The design, installation and cost associated with the provision of services, included but not limited to, water supply, sanitary sewers, storm sewer and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer, and no development permit shall be issued by the Development Officer until written approval from the Development Engineer and any other applicable authorities with respect to the design of all systems has been received.
- 2.6.4 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer on advice of the Development Engineer prior to issuance of an occupancy permit. An occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the

amount of 110 per cent of the cost of completion of all outstanding work. The security shall be in favour of the Municipality and may be the form of a certified cheque or automatically renewing irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality.

2.6.5 Any existing unused curb cuts which result from development of the Lands must be filled in with matching materials at the expense of the developer.

2.6.6 No through driveway access shall be permitted between Lakecrest Drive and Main Street over the Lands.

2.6.7 Pursuant to Section 2.6.4, no occupancy permit shall be issued for the building on the Lands until all street improvements, municipal servicing systems and utilities have been completed in accordance with the Streets By-law S-300.

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

2.7 Building and Site Lighting

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

2.7.2 The lighting plan shall contain, but shall not be limited to, the following:

- (a) Plans indicating the location and the type of illuminating devices, fixtures, lamps, supports, or other devices.

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

2.7.4 The pedestrian pathway shall be lit with pedestrian scale lighting.

2.8 Amenity and Recreation Space

2.8.1 Amenity space shall be set aside for recreational purposes such as common recreational areas, play areas, and recreational rooms. Amenity space shall include all area(s) of the lot set aside for the purposes of visual improvement or recreation and not used for buildings, structures, parking areas or driveways, and shall include areas of grass, flower beds, shrubbery, trees and landscaping and resident patios. The amenity space provided for the multiple unit dwelling shall be a minimum of 1,400 square feet in total area in accordance with Schedule "B".

- 2.8.2 Within the outdoor amenity area a community patio area shall be provided accordance with Schedule "B".
- 2.8.3 Within the community patio area, at a minimum, decorative seating and a refuse container in conjunction with landscaping shall be provided.
- 2.9 Landscaping**
- 2.9.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 2.9.2 The Developer shall prepare a detailed landscaping plan for the Lands, which are satisfactory to the Development Officer, prior to the issuing of Development permit.
- 2.9.3 Landscaping on the Lands shall be carried out by the Developer substantially in conformance with Schedule "B".
- 2.9.4 The Development Officer on the advice of the Manager of Parks and Open Space may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.
- 2.9.5 The Developer agrees to complete all landscaping, in accordance with the approved landscaping plan within 18 months of an occupancy permit. In the event that the Developer has not completed the appropriate landscaping of the subject property to the satisfaction of the Development Officer within that time period, the Development Officer may issue a written 30 day notification requiring that the landscaping work be completed. If the Developer has not complied to the satisfaction of the Development Officer at the end of the notification period, the Developer shall be penalized in the amount of 120% of the total cost of the landscaping as determined by the Halifax Regional Municipality.
- 2.9.6 Fuel storage tanks and electrical transformers shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, masonry walls and/or suitable landscaping. No outdoor storage shall be permitted on the Lands.
- 2.9.7 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.
- 2.9.8 The Developer agrees, at its own expense, to ensure the placement of recyclable containers and organic composters (i.e green carts) are not visible from street frontage by means of either (a) including provisions in the Protective Covenants to ensure recyclable containers and organic composters can contain with the dwelling or (b) constructing a corral area of lattice wood (or acceptable equivalent) and shrubs.

2.9.9 Along Lakecrest Drive, landscaping shall consist of a minimum of one mid-size upright branching deciduous tree, having a minimum size of 45 mm caliper (1.8 inch diameter), and placed as generally illustrated on Schedule "B". The proposed tree and other shrubs shall be salt tolerant varieties.

2.9.10 The Developer has identified on the Schedule "B" an existing deciduous tree near the southwest corner of the rear yard of the multiple unit dwelling. The developer agrees to retain this tree, where possible. If the tree is removed, it shall be replaced at the developer's expense, with one mid-sized upright branching tree of a similar species, having a minimum size of 45 mm caliper (1.8 inch diameter) and planted in the same location to constitute "no net loss" of trees on the property.

2.9.11 An opaque fence shall be erected along the perimeter of the parking area and outdoor amenity area as illustrated in Schedule "B" to provide buffer from adjacent properties and be constructed in accordance with the following:

- (a) The fence shall have an associated landscaped bed of perennial plantings and mulch and shall be shown on the Landscaping Plan required by clause 2.9.2.
- (b) The fence shall be constructed of wood and maintained by the Developer. The fence shall be completed prior to issuance of an occupancy permit by Development Services.

2.10 Maintenance

2.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways.

2.11 Environmental Matters

2.11.1 The Developer shall submit to the Development Officer a detailed Site Grading and Drainage Plan including Erosion and Sedimentation measures prepared by a professional engineer prior to commencing any site works on the Lands. Such Plan shall require the approval of the Development Officer, on the advice of the Development Engineer. Modifications to the site grading and finished elevations, as indicated on the Plan, may be approved, provided such modifications further the intent of this Agreement.

2.11.2 The Developer agrees that, prior to the commencement of any work on any of the Lands, or associated off-site works, a detailed Site Disturbance Plan of the affected area shall be submitted to the Development Officer, indicating the sequence of construction, the areas to be disturbed, and all proposed detailed erosion and

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

2.11.3 No occupancy permit for any building constructed upon the Lands shall be issued until all infrastructure applicable to the building is complete, including but not limited to, parking areas, driveways, walkways, municipal services and landscaping, subject to the applicable Sections of this agreement. Any offsite disturbance as a result of the development of the Lands shall be reinstated at the Developer's expense.

2.11.4 The developer agrees to notify the Department of Environment and Labour and the Halifax Regional Municipality if any pyritic slate is discovered during construction of the Lands.

PART 3 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

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

3.2 If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy; and/or
- (b) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Property and be shown on any tax certificate issued under the Assessment Act.

- (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

PART 4 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

4.1 Registration

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

4.2 Subsequent Owners

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

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

4.3 Commencement of Development

4.3.1 In the event that construction on The Lands has not commenced (or deemed complete) within 2 years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

4.3.2 For the purposes of this section, commencement shall mean completion of the footings for the proposed building.

4.3.3 If the Developer(s) fails to complete the development, or after 5 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;

(c) discharge this Agreement.

4.4 Completion of development

4.4.1 Upon the completion of the development or portions thereof, or within/after 5 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (i) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Dartmouth, as may be amended from time to time.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

per: ORIGINAL SIGNED

Sealed, Delivered and Attested by the proper signing officers of Halifax Regional Municipality duly authorized on that behalf in the presence of:

per: ORIGINAL SIGNED
ORIGINAL SIGNED

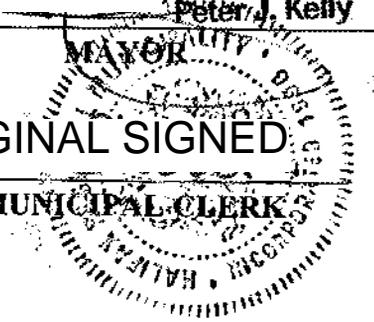
AFFIRMATIVE INDUSTRIES ASSOCIATION

per: ORIGINAL SIGNED *Elizabeth* DIRECTOR

HALIFAX REGIONAL MUNICIPALITY ORIGINAL SIGNED

per: Peter J. Kelly

per: ORIGINAL SIGNED
MUNICIPAL CLERK



**PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA**

ON THIS day of , A.D., 2006, before me, the subscriber personally came and appeared a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **Affirmative Industries Association**, the parties thereto, signed, sealed and delivered the same in his presence.

ORIGINAL SIGNED

ELAINE ST. LOUIS
A Commissioner of The
Supreme Court of Nova Scotia

A Commissioner of the Supreme Court
of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA**

ON THIS *21* day of *November*, A.D., 2006, before me, the subscriber personally came and appeared *J. Cook, C. Sears* a subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Jan Gibson, its Municipal Clerk, its duly authorized officers in his presence.

ORIGINAL SIGNED

A Commissioner of the Supreme Court
of Nova Scotia

JULIA HORNCastle
A Commissioner of the
Supreme Court of Nova Scotia

SCHEDULE "A"

**Legal Description of Lot B.R.-3Y
Subdivision of lands of
Halifax Regional Municipality
Lakecrest Drive, Dartmouth, Halifax County, Nova Scotia**

ALL THAT CERTAIN lot, piece or parcel of land situated on the southern side of Lakecrest Drive, Dartmouth, Halifax County, Nova Scotia, shown as **Lot B.R.-3Y** on a Plan of Survey of Lots B.R.-3Y & B.R.-3Z, a subdivision of Lot B.R.-3, lands of Halifax Regional Municipality, signed by Joseph R. Alcorn, N.S.L.S., dated October 2, 2006 and filed as Alderney Surveys Limited Drawing No. 065731-1, being more particularly described as follows:

BEGINNING at a point on a southern boundary of Lakecrest Drive. Said point being the northwestern corner of Lot AD-1A, lands of AJ Hughes Holdings Inc. and being South 10 degrees 55 minutes 17 seconds West, a distance of 327.897 metres from Nova Scotia Coordinate Monument Number 5263, as shown on the above plan;

THENCE South 07 degrees 51 minutes 40 seconds East, a distance of 51.161 metres along a portion of the western boundary of said Lot AD-1A to the northeastern corner of Lot B.R.-3Z;

THENCE South 82 degrees 08 minutes 20 seconds West, a distance of 15.175 metres along the northern boundary of said Lot B.R.-3Z to the northwestern corner thereof. Said point being on the eastern boundary of Lot DM-1A, lands of Jean Myers;

THENCE North 07 degrees 51 minutes 40 seconds West, a distance of 8.806 metres along a portion of said eastern boundary of Lot DM-1A to the northeastern corner thereof;

THENCE South 75 degrees 52 minutes 56 seconds West, a distance of 15.228 metres along the northern boundary of said Lot DM-1A to the northwestern corner thereof. Said point also being the southeastern corner of Lot X, lands of Army Navy Airforce Veterans in Canada Unit #349.

THENCE North 07 degrees 51 minutes 40 seconds West, a distance of 46.007 metres along the eastern boundary of said Lot X to the northeastern corner thereof. Said point being on a southern boundary of the aforementioned Lakecrest Drive;

THENCE North 81 degrees 09 minutes 53 seconds East, a distance of 3.072 metres along said southern boundary of Lakecrest Drive to a point;

THENCE North 86 degrees 25 minutes 55 seconds East, a distance of 12.098 metres along a portion of a southern boundary of Lakecrest Drive to a point;

THENCE North 86 degrees 25 minutes 55 seconds East, a distance of 15.219 metres along a portion of said southern boundary of Lakecrest Drive to the PLACE OF BEGINNING.

CONTAINING 1,464.11 square metres.

SCHEDULE "A"

BEARINGS are Nova Scotia Coordinate Survey System Grid Bearings, referred to Central Meridian 64 degrees 30 minutes West Longitude.

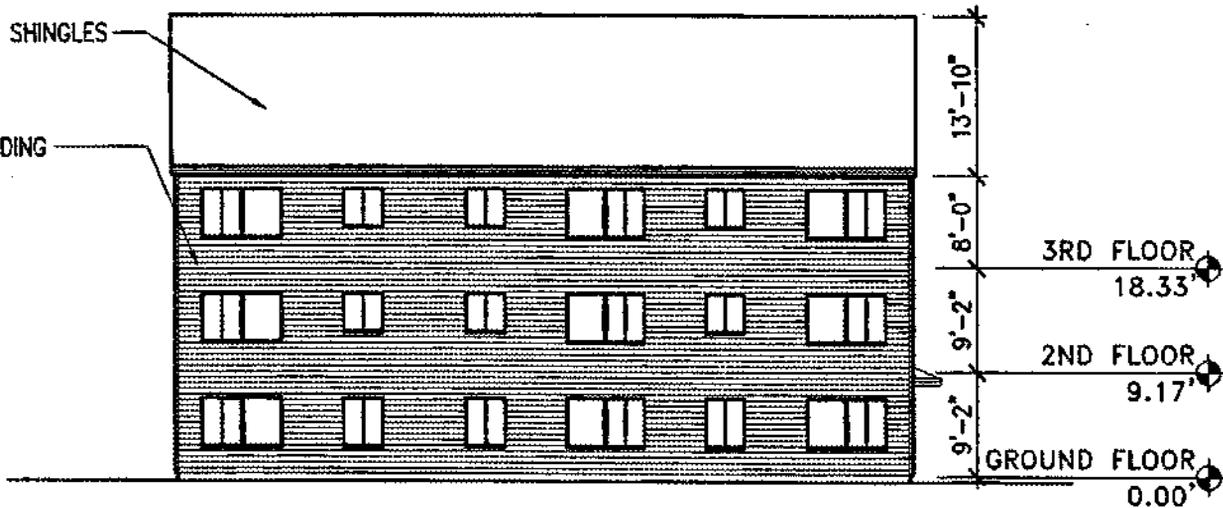
SUBJECT TO a portion of Sewer Easement D-132 in favour of Halifax Regional Municipality. Said easement being adjacent to and parallel to the eastern boundary of the herein described Lot B.R.-3Y, as shown and mathematically delineated on the above-mentioned Alderney Surveys Limited Drawing No. 065731-1.

ALSO SUBJECT TO Sewer Easement D-1356 in favour of Halifax Regional Municipality. Said easement being adjacent to the western boundary of the herein described Lot B.R.-3Y, as shown and mathematically delineated on the above-mentioned Alderney Surveys Limited Drawing No. 065731-1.

ALSO SUBJECT TO Easement N.S.P.C.-6, a 3.048-metre wide service corridor in favour of Nova Scotia Power Incorporated. Said easement being adjacent to and parallel to the western boundary of the herein described Lot B.R.-3Y, as shown and mathematically delineated on the above-mentioned Alderney Surveys Limited Drawing No. 065731-1.

ASPHALT SHINGLES

VINYL SIDING



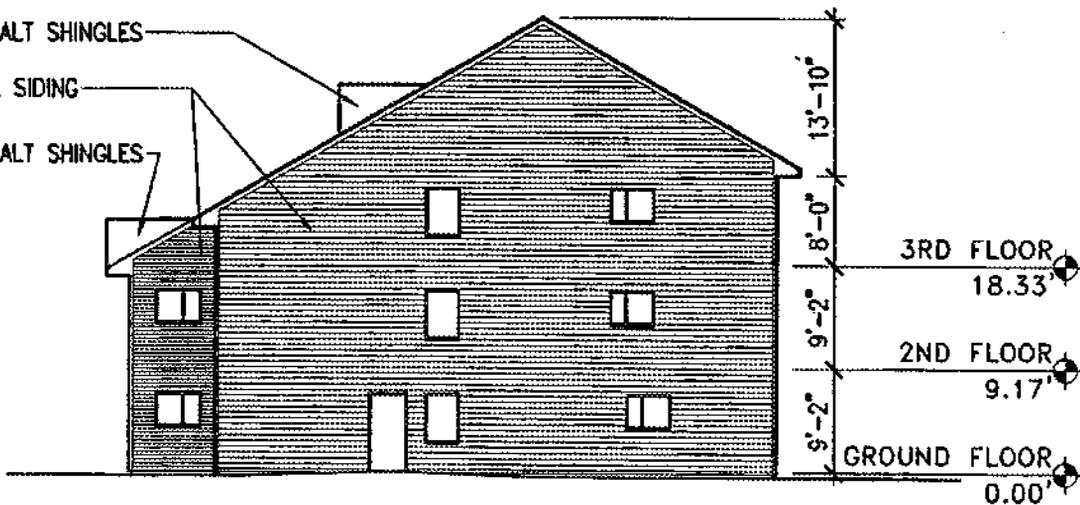
SOUTH ELEVATION

SCALE: 1/16"=1'-0"

ASPHALT SHINGLES

VINYL SIDING

ASPHALT SHINGLES



SCHEDULE "C"

WEST ELEVATION

SCALE: 1/16"=1'-0"

whwarchitects

1640 Market Street, Halifax NS B3J 2C8
Tel: 902 429 5490 Fax: 902 429 2632
www.whwarchitects.com

TITLE
ELEVATIONS
SOUTH AND WEST

PROJECT
Affirmative Industries
64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY
AB

DATE
JUNE 5, 05

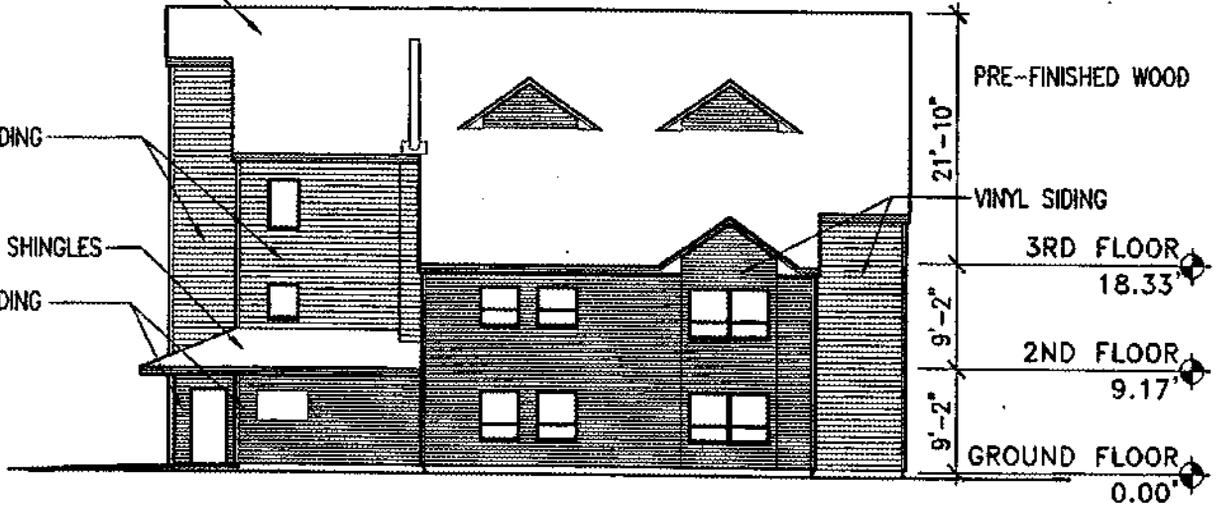
DWG.NO.
05

ASPHALT SHINGLES

VINYL SIDING

ASPHALT SHINGLES

VINYL SIDING



NORTH ELEVATION
SCALE: 1/16"=1'-0"

VINYL SIDING

VINYL SIDING

ASPHALT SHINGLES

3RD FLOOR

18.33'

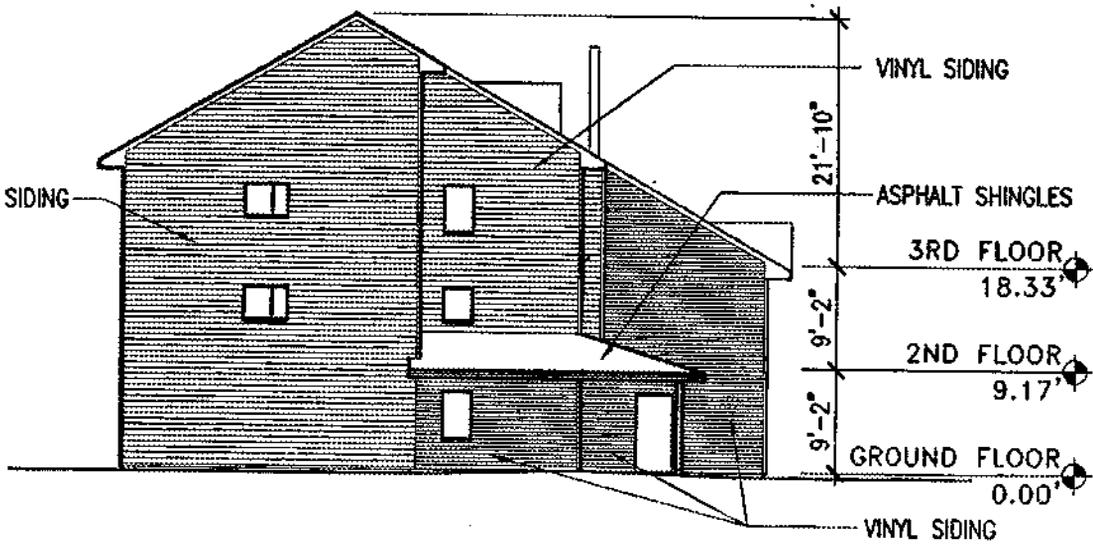
2ND FLOOR

9.17'

GROUND FLOOR

0.00'

VINYL SIDING



SCHEDULE "C"

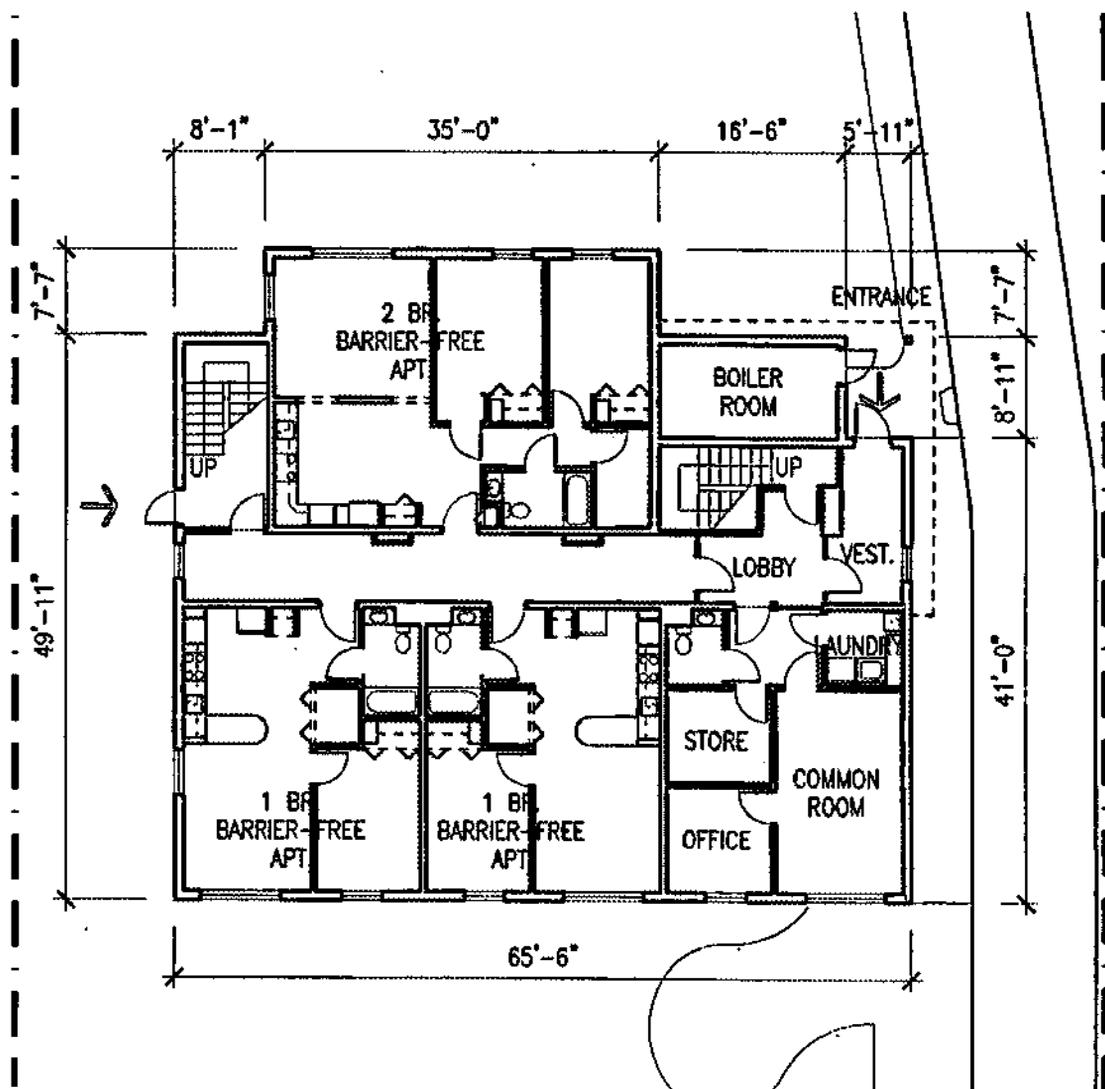
EAST ELEVATION
SCALE: 1/16"=1'-0"

whwarchitects

1640 Market Street, Halifax NS B3J 2C8
Tel: 902 429 5490 Fax: 902 429 2632
www.whwarchitects.com

TITLE	ELEVATIONS SOUTH AND WEST
PROJECT	Affirmative Industries 64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY	AB
DATE	JUNE 5, 05
DWG.NO.	04



SCHEDULE "D"

SCALE: 1/16" = 1'-0"



whwarchitects

1640 Market Street, Halifax NS B3J 2C8
 Tel: 902 429 5490 Fax: 902 429 2632
 www.whwarchitects.com

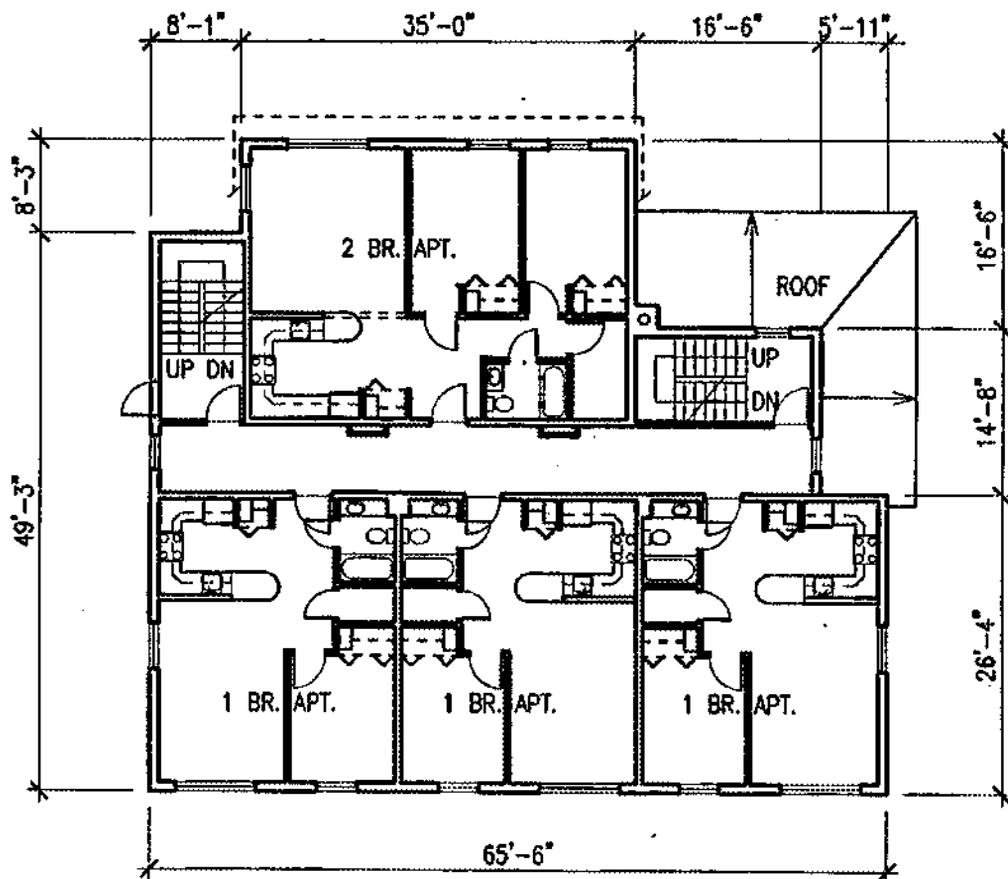
TITLE FLOOR PLAN:
 FIRST FLOOR - 3,484 SQ.FT.

PROJECT Affirmative Industries
 64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY
 AB

DATE JUNE 5, 05

DWG.NO.
 01



SCHEDULE "D"

SCALE: 1/16"=1'-0"

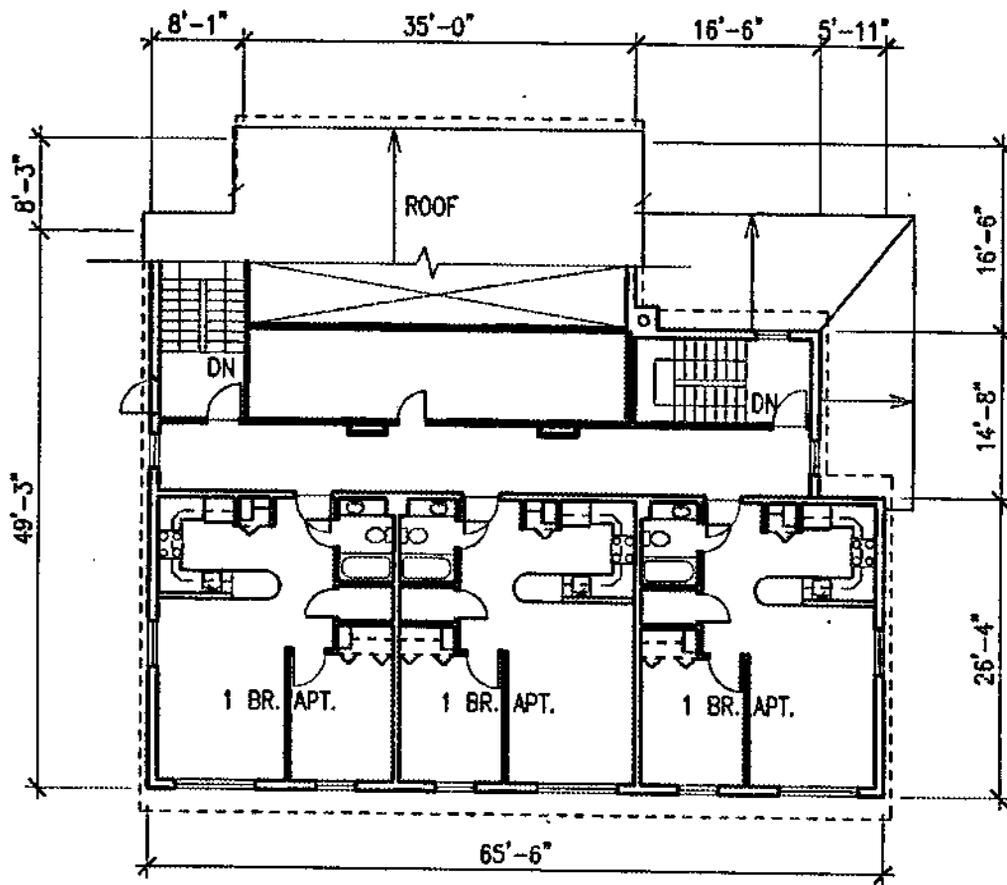


whwarchitects

1640 Market Street, Halifax NS B3J 2C8
 Tel: 902 429 5490 Fax: 902 429 2632
 www.whwarchitects.com

TITLE	FLOOR PLAN: SECOND FLOOR - 3,244 SQ.FT.
PROJECT	Affirmative Industries 64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY	AB
DATE	JUNE 5, 05
DWG.NO.	02



SCHEDULE "D"

SCALE: 1/16" = 1'-0"



whwarchitects

1640 Market Street, Halifax NS B3J 2C8
 Tel: 902 429 5490 Fax: 902 429 2632
 www.whwarchitects.com

TITLE	FLOOR PLAN: THIRD FLOOR - 2,862 SQ.FT.
PROJECT	Affirmative Industries 64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY	AB
DATE	JUNE 5, 05
DWG.NO.	03

Attachment C: May 25, 2006 Staff Report



PO Box 1749
Halifax, Nova Scotia
B3J3A5 Canada

Harbour East Community Council
June 8, 2006

TO: Harbour East Community Council

Original Signed

SUBMITTED BY: Ray DeRoche 1706

Ray DeRoche, Chair
Harbour East Planning Advisory Committee

RE: Case 00727 - Rezoning and Development Agreement for 64-66 Lakecrest Drive, Dartmouth

DATE: June 6, 2006

ORIGIN

Harbour East Planning Advisory Committee meeting - June 5, 2006

RECOMMENDATION

The Harbour East Planning Advisory Committee recommend that Harbour East Community Council:

1. Give First Reading and Notice of Motion to consider the proposed rezoning and development agreement to permit a 10 unit multiple dwelling at 64-66 Lakecrest Drive, Dartmouth, and to schedule a public hearing.
2. Approve the rezoning of the subject lands from C-3 (General Business) Zone to C-2 (General Business) Zone, as shown on Map 1 of the staff report dated May 25, 2006.
3. Approve the proposed development agreement, presented as Attachment A of the report dated May 25, 2006.
4. Require that the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

ATTACHMENTS

Staff report dated May 25, 2006

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report prepared by: Gail Harnish, Admin/PAC Coordinator, 490-4937

Report reviewed by: Ray DeRoche, Chair, Harbour East PAC



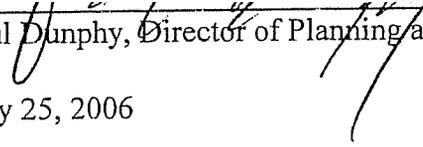
PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Harbour East Planning Advisory Committee
June 5, 2006

TO: Harbour East Planning Advisory Committee

Original Signed

SUBMITTED BY:


Paul Dunphy, Director of Planning and Development Services

Date:

May 25, 2006

Subject:

Case # 00727 - Rezoning and Development Agreement for 64-66
Lakecrest Avenue, Dartmouth

ORIGIN

Application by *Affirmative Industries Association* to amend the Land Use By-law for Dartmouth to enable a development agreement to permit a 10 unit multiple dwelling at 64-66 Lakecrest Drive in the City of Dartmouth.

RECOMMENDATION

It is recommended that Harbour East Community Council:

1. Give First Reading and Notice of Motion to consider the proposed rezoning and Development Agreement to permit a 10 unit multiple dwelling at 64-66 Lakecrest Avenue, Dartmouth, and to schedule a public hearing.
2. Approve the rezoning of the subject lands from C-3 (General Commercial) Zone to C-2 (General Commercial) Zone, as shown on Map 1.
3. Approve the proposed Development Agreement, presented as Attachment A of this report.
4. Require that the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

EXECUTIVE SUMMARY

Affirmative Industries Association has applied to amend the Land Use By-law for Dartmouth to enable a development agreement to permit a 10 unit multiple dwelling on the property at 64-66 Lakecrest Drive. The property is a through-lot containing frontage on Lakecrest Drive and Main Street.(Map 1) The applicant is proposing to rezone a portion of the site from C-3 to C-2 to enable the development agreement to be considered. The proposed building is intended to function as non-profit supportive housing for a population with special needs. A public hearing was held in February of 2004 at which time Council agreed to convey the lot to Affirmative Industries subject to obtaining planning approvals.

Staff consider the proposal to be consistent with MPS policies regarding the evaluation of rezoning and development agreement proposals. (Attachment B) On this basis staff recommends approval of the proposal as attached.

BACKGROUND

The Proposal

The subject property is approximately 15,000 square feet in area, fronting on two streets, Lakecrest Drive and Main Street (Map 2). An application has been received from *Affirmative Industries Association* to construct an 10 unit apartment building on this site. The applicant proposes to retain a section of the lot fronting on Main Street for future commercial use. The building is intended to function as non-profit supportive housing for a population with special needs. The subject property is municipally-owned. In February of 2004, Regional Council held a public hearing and agreed to convey 64-66 Lakecrest Avenue contingent upon planning approval.

MPS Policy and Zoning

The subject property is designated Commercial and zoned C-3 (General Business) zone under the Municipal Planning Strategy (MPS) and Land Use By-law (LUB) for Dartmouth (Maps 1 & 2). The current zoning prohibits multiple unit dwellings at this location. In order to construct the building, an amendment to the LUB to rezone a portion of the property and a development agreement are required. The rezoning from C-3 to C-2 and the development agreement would only apply to the portion of the site fronting Lakecrest Drive (Schedule "B" -- Site Plan). The physical site is a vacant irregular shaped through-lot that also contains frontage on Main Street. (Map 1)

DISCUSSION

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

Proposed Rezoning

The proposed rezoning of the subject property from C-3 to C-2, (Map 1) is required to enable a development agreement to be considered in accordance with the R-3 zone standard. The proposal satisfies all relevant evaluation criteria as set out in Implementation Policy 1P-1 (b) & (c) of the Dartmouth MPS. (Attachment B) The Implementation section of the Dartmouth MPS establishes that the permitted land use, a proposed medium density multiple dwelling, is appropriate within a Commercial land use designation.(see land use/policy designation matrix in Attachment B)

However particular regard is given to Policy 1P (c) (2) and the issue of land use compatibility to adjacent uses in terms of the use, bulk, and scale. (Attachment B) The use as a multiple unit dwelling is considered to be consistent with adjacent uses and the neighbourhood context within which the use is proposed to locate. The proposal is also appropriate in that the rezoning application seeks only to apply residential land use rights to the section fronting Lakecrest Drive and not the section fronting Main Street in the C-3 zone. Therefore this proposal maintains the integrity of the commercial corridor along Main Street for commercial uses only. This effectively provides a transition from the commercial corridor to the residential neighbourhood that occupies much of Lakecrest Drive. Uses adjacent to the site on Lakecrest Drive include the following:

- a vacant lot;
- several commercial uses with operations internal to the buildings;
- single unit residential;
- two unit residential; and,
- multiple unit residential.

Since most of the commercial uses in the area are internal to the existing buildings, high impacts to the proposed residential building are not anticipated.

Proposed Development Agreement

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

Traffic, Parking & Servicing Infrastructure

The site can be serviced through existing infrastructure. Sanitary sewer, stormwater and water services in the area can accommodate the proposal. Due to low anticipated traffic volumes no traffic statement was required.

Schedule "B" to the proposed development agreement provides a site plan illustrating the proposed access and parking arrangement. The proposed building is configured to provide sufficient parking space for the proposed use. This includes 6 surface parking spaces which, while substantially fewer than the 1.25 spaces per unit required under the Land Use By-law, are sufficient for the proposed use as a supportive housing project. There is sufficient room on site to add additional parking spaces in the future should there be a requirement. The proposed building would accommodate self contained

units of approximately 565 square feet on the second and third floor. The ground floor will be occupied by three barrier units ranging from 565 to 860 square feet.

Site & Building Design

The newly constructed building is proposed is to be 3 stories. (Proposed building elevations are provided in Schedule "C" of the proposed development agreement.) The new construction proposes to create a 10 units in the building plus a common room. The proposed residential density is consistent with the Residential Three (R-3) zone standard in terms of minimum site area and maximum lot coverage.

Amenity Space & Landscaping

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

Public Information Meeting

A Public Information Meeting (PIM) was held in accordance with Council's Public Participation policy. While there was general acceptance to the proposal, two issues formed much of the discussion: 1) a public walkway access was requested through the lot to Main Street and 2) the lack of vehicle parking availability in the area and the possibility of HRM utilizing this lot for that purpose.

The proposal does not provide for public access through the site due to liability concerns. As the lot fronting Main Street is only 50 feet wide, such access would unduly hinder future development on that portion of the site. In terms of the issue of parking, the municipality has not made a prior commitment to utilize this site for that purpose. The minutes of the PIM are provided in Attachment C.

Petition

A petition was submitted to council signed by community residents. The basis of concern was the rezoning of the lands from a commercial land use for the purpose of permitting residential development.

Conclusion

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



Map 1
Zoning & Location

64-66 Lakecrest Drive

Dartmouth Land Use By-Law Area



Subject Property



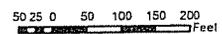
Proposed rezoning from C-3 to C-2
Proposed Development Agreement

Zone

- R-1 Single Family Residential Zone
- R-2 Two Family Residential Zone
- R-3 Multiple Family Residential Zone
- C-3 General Business Zone



HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



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

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



Map 2
Generalized Future Land Use

64-66 Lakecrest Drive

Dartmouth MPS



Subject Property

Notification Area

Designations



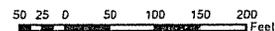
Commercial



Residential



HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



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

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

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

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

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

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

1.3 Applicability of Other Bylaws, Statutes and Regulations

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer.

1.6 Provisions Severable

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

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

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

Schedule "A"	Legal Description of property owned by Affirmative Industries Association, part of 64-66 Lakecrest Drive, (part of PID# 40638694), Dartmouth
Schedule "B"	Site and Landscaping Plan
Schedule "C"	Elevation Drawings
Schedule "D"	Floor Plan(s) (First, Main, Ground, Second, Typical etc)

2.2 GENERAL DESCRIPTION OF LAND USE

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

- (a) one multiple unit residential building containing a maximum of 10 units plus common room which also includes:
 - (i) vehicular parking, loading and circulation areas; and,
 - (ii) buffer areas and landscaping and amenity area

2.3 DETAILED PROVISIONS FOR LAND USE

- 2.3.1 The multiple unit dwelling must meet the requirements of the R-3 Zone, respectively, as described in the Dartmouth Land Use By-law, excepting for the minimum frontage requirement.

2.4 ARCHITECTURAL REQUIREMENTS

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

2.4.1 Building Siting, Bulk and Scale

- (a) The Developer shall construct a building on the Lands which, in the opinion of the Development Officer, is substantially in conformance with Schedules "B" and "C" and attached hereto, including its location, size, height, number of units, and architectural design, including facade features and type of exterior materials.
- (b) Architectural treatment shall be continued around all sides of the building visibly exposed to public streets and existing or proposed buildings in accordance with Schedule "C".

-
- (c) All portions of the multiple unit dwelling are a minimum setback of approximately 15 feet from the western property line.
 - (d) All portions of the building are a minimum setback of 18 feet from the eastern property line.
 - (e) The building footprint shall not be greater than 3,900 square feet in area.
 - (f) The height of the multiple unit dwelling shall not exceed 42 feet.
 - (g) Utility meters, central air conditioning units, fuel tanks and exhaust vents shall only be located in the side or rear of the multiple unit dwelling and shall be constructed in accordance with the National Building Code.
 - (h) Pursuant to clauses 2.4.1(a), the Development Officer, through consultation with Planning Services, may approve minor changes to clauses 2.4.1(a) provided that the design of the building is maintained or enhanced, and furthers the intent of this Agreement substantially in accordance with Schedules "B" and "C".
 - (i) The Developer agrees that within the 10-unit multiple unit dwelling, 8 dwelling units shall be approximately 565 square feet in area and 2 dwelling units shall be approximately 860 square feet in area. The ground floor shall contain a minimum of three barrier free units.

2.5 PARKING, CIRCULATION AND ACCESS

- 2.5.1 The parking area for the multiple unit dwelling shall be sited as generally shown on Schedule "B".
- 2.5.2 The number and layout of vehicular and bicycle parking spaces serving the multiple unit dwelling shall be as generally illustrated on Schedule "B". The size of parking spaces shall be as specified in the Land Use By-Law, and barrier free parking shall be provided as required by the Building Code Act, including the provision of applicable above ground signage.
- 2.5.3 Other than the provision of clause 2.5.2 respecting the number and layout of parking spaces, the parking area for the multiple unit dwelling shall comply with the requirements of the Land Use By-law for Dartmouth as amended from time to time.
- 2.5.4 The parking area for the multiple unit dwelling shall be constructed of asphalt paving.
- 2.5.5 The driveway shall comply with the requirements of the Land Use By-law and Bylaw S-300 Respecting Streets, and any other applicable legislation.

-
- 2.5.6 The driveway shall be located on the subject property.
- 2.5.7 Internal pedestrian pathways shall be provided as generally illustrated on Schedule "B" and shall be constructed of hard surface (ie concrete or asphalt).
- 2.5.8 Pedestrian pathways should be designed to be barrier free where possible.
- 2.5.9 Refuse containers shall be located in accordance with Schedule "B" and shall be screened by opaque fencing.

2.6 STREETS AND MUNICIPAL SERVICES

- 2.6.1 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies and regulations of HRM and other approval agencies, except as provided for herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.
- 2.6.2 The Developer agrees to install a Backflow Prevention Device for the municipal water service as required by the Halifax Regional Water Commission prior to the issuance of a occupancy permit.
- 2.6.3 The new building shall connect to the municipal sewer and water system. The design, installation and cost associated with the provision of services, included but not limited to, water supply, sanitary sewers, storm sewer and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer, and no development permit shall be issued by the Development Officer until written approval from the Development Engineer and any other applicable authorities with respect to the design of all systems has been received.
- 2.6.4 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer on advice of the Development Engineer prior to issuance of an occupancy permit. An occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 110 per cent of the cost of completion of all outstanding work. The security shall be in favour of the Municipality and may be the form of a certified cheque or automatically renewing irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality.

-
- 2.6.5 Any existing unused curb cuts which result from development of the Lands must be filled in with matching materials at the expense of the developer.
- 2.6.6 No through driveway access shall be permitted between Lakecrest Drive and Main Street over the Lands.
- 2.6.7 Pursuant to Section 2.6.4, no occupancy permit shall be issued for the building on the Lands until all street improvements, municipal servicing systems and utilities have been completed in accordance with the Streets By-law S-300.
- 2.6.8 No permanent structures shall be placed overtop any easements applied to the Lands.

2.7 BUILDING AND SITE LIGHTING

- 2.7.1 Lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties. Proposed lighting shall be shown on the site plan and building drawings prior to issuance of building permit.
- 2.7.2 The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location and the type of illuminating devices, fixtures, lamps, supports, or other devices.
- 2.7.3 All lighting shall be installed prior to the issuance of an occupancy permit.
- 2.7.4 The pedestrian pathway shall be lit with pedestrian scale lighting.

2.8 AMENITY AND RECREATION SPACE

- 2.8.1 Amenity space shall be set aside for recreational purposes such as common recreational areas, play areas, and recreational rooms. Amenity space shall include all area(s) of the lot set aside for the purposes of visual improvement or recreation and not used for buildings, structures, parking areas or driveways, and shall include areas of grass, flower beds, shrubbery, trees and landscaping and resident patios. The amenity space provided for the multiple unit dwelling shall be a minimum of 1,400 square feet in total area in accordance with Schedule "B".
- 2.8.2 Within the outdoor amenity area a community patio area shall be provided accordance with Schedule "B".
- 2.8.3 Within the community patio area, at a minimum, decorative seating and a refuse container in conjunction with landscaping shall be provided.

2.9 LANDSCAPING

- 2.9.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 2.9.2 The Developer shall prepare a detailed landscaping plan for the Lands, which are satisfactory to the Development Officer, prior to the issuing of Development permit.
- 2.9.3 Landscaping on the Lands shall be carried out by the Developer substantially in conformance with Schedule "B".
- 2.9.4 The Development Officer on the advice of the Manager of Parks and Open Space may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.
- 2.9.5 The Developer agrees to complete all landscaping, in accordance with the approved landscaping plan within 18 months of an occupancy permit. In the event that the Developer has not completed the appropriate landscaping of the subject property to the satisfaction of the Development Officer within that time period, the Development Officer may issue a written 30 day notification requiring that the landscaping work be completed. If the Developer has not complied to the satisfaction of the Development Officer at the end of the notification period, the Developer shall be penalized in the amount of 120% of the total cost of the landscaping as determined by the Halifax Regional Municipality.
- 2.9.6 Fuel storage tanks and electrical transformers shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, masonry walls and/or suitable landscaping. No outdoor storage shall be permitted on the Lands.
- 2.9.7 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.
- 2.9.8 The Developer agrees, at its own expense, to ensure the placement of recyclable containers and organic composters (i.e green carts) are not visible from street frontage by means of either (a) including provisions in the Protective Covenants to ensure recyclable containers and organic composters can contain with the dwelling or (b) constructing a corral area of lattice wood (or acceptable equivalent) and shrubs.
- 2.9.9 Along Lakecrest Drive, landscaping shall consist of a minimum of one mid-size upright branching deciduous tree, having a minimum size of 45 mm caliper (1.8 inch diameter), and placed as generally illustrated on Schedule "B". The proposed tree and other shrubs shall be salt tolerant varieties.

- 2.9.10 The Developer has identified on the Schedule "B" an existing deciduous tree near the southwest corner of the rear yard of the multiple unit dwelling. The developer agrees to retain this tree, where possible. If the tree is removed, it shall be replaced at the developer's expense, with one mid-sized upright branching tree of a similar species, having a minimum size of 45 mm caliper (1.8 inch diameter) and planted in the same location to constitute "no net loss" of trees on the property.
- 2.9.11 An opaque fence shall be erected along the perimeter of the parking area and outdoor amenity area as illustrated in Schedule "B" to provide buffer from adjacent properties and be constructed in accordance with the following:
- (a) The fence shall have an associated landscaped bed of perennial plantings and mulch and shall be shown on the Landscaping Plan required by clause 2.9.2.
 - (b) The fence shall be constructed of wood and maintained by the Developer. The fence shall be completed prior to issuance of an occupancy permit by Development Services.

2.10 MAINTENANCE

- 2.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways.

2.11 Environmental Matters

- 2.11.1 The Developer shall submit to the Development Officer a detailed Site Grading and Drainage Plan including Erosion and Sedimentation measures prepared by a professional engineer prior to commencing any site works on the Lands. Such Plan shall require the approval of the Development Officer, on the advice of the Development Engineer. Modifications to the site grading and finished elevations, as indicated on the Plan, may be approved, provided such modifications further the intent of this Agreement.
- 2.11.2 The Developer agrees that, prior to the commencement of any work on any of the Lands, or associated off-site works, a detailed Site Disturbance Plan of the affected area shall be submitted to the Development Officer, indicating the sequence of construction, the areas to be disturbed, and all proposed detailed erosion and sedimentation control measures and stormwater management measures to be put in place and maintained prior to and during development. These measures shall not be removed until permanent stabilization has occurred. The plans shall be reviewed by, and require the approval of the Development Officer, acting on the advice of the Development Engineer and any other applicable agencies, prior to any site works being undertaken.

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

PART 3 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 3.1 The Developer agree that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 3.2 If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy; and/or
 - b) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Property and be shown on any tax certificate issued under the Assessment Act.
 - c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

PART 4 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**4.1 Registration**

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

4.2 Subsequent Owners

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

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

4.3 Commencement of Development

4.3.1 In the event that construction on The Lands has not commenced (or deemed complete) within 2 years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

4.3.2 For the purposes of this section, commencement shall mean completion of the footings for the proposed building.

4.3.3 If the Developer(s) fails to complete the development, or after 5 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

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

4.4 Completion of development

4.4.1 Upon the completion of the development or portions thereof, or within/after 5 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
 - (i) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights

hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Dartmouth, as may be amended from time to time.

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

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

per: _____) AFFIRMATIVE INDUSTRIES ASSOCIATION
)
)
) per: _____

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

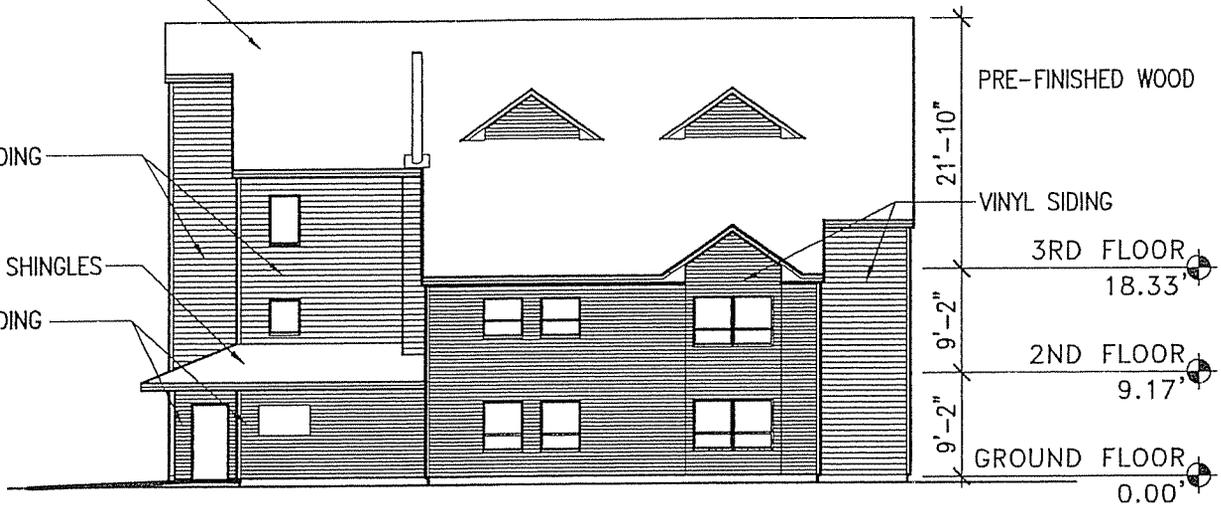
per: _____) Per: _____
MUNICIPAL CLERK

ASPHALT SHINGLES

VINYL SIDING

ASPHALT SHINGLES

VINYL SIDING



NORTH ELEVATION

SCALE: 1/16"=1'-0"

VINYL SIDING

VINYL SIDING

ASPHALT SHINGLES

3RD FLOOR

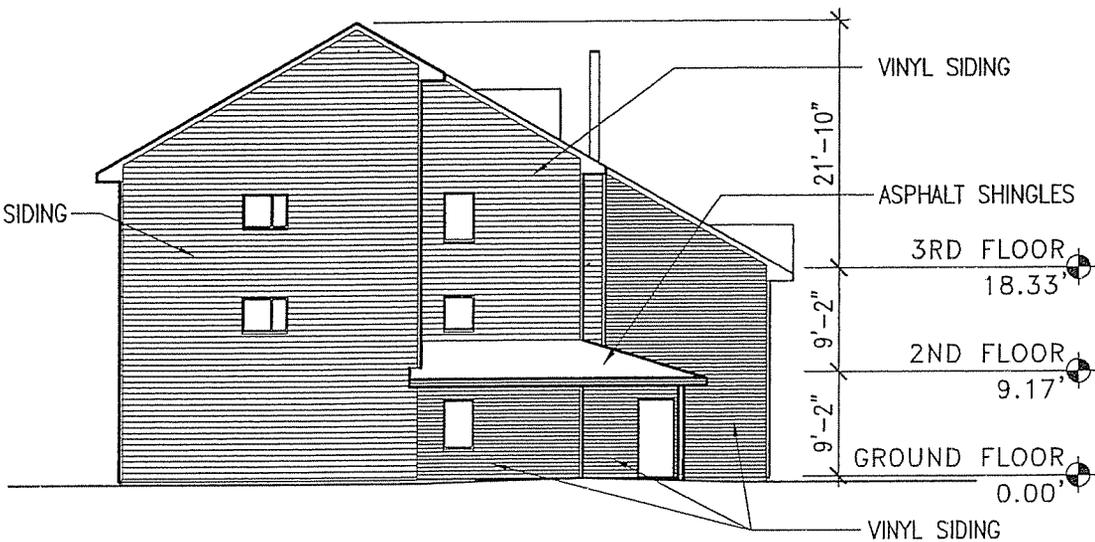
18.33'

2ND FLOOR

9.17'

GROUND FLOOR

0.00'



SCHEDULE "C"

EAST ELEVATION

SCALE: 1/16"=1'-0"

whwarchitects

1640 Market Street, Halifax NS B3J 2C8
Tel: 902 429 5490 Fax: 902 429 2632
www.whwarchitects.com

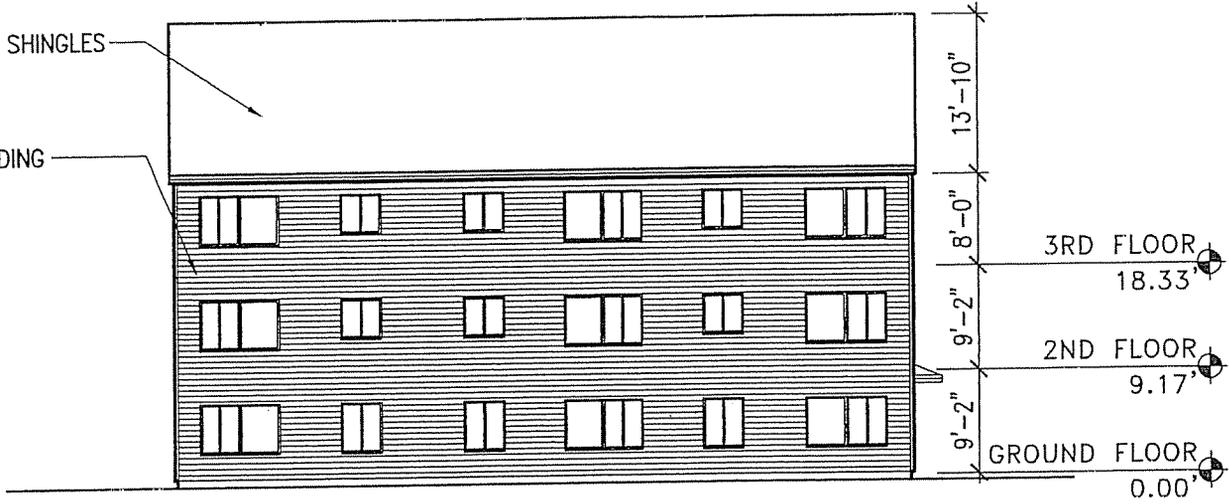
TITLE
ELEVATIONS
SOUTH AND WEST

PROJECT
Affirmative Industries
64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY	AB
DATE	JUNE 5, 05
DWG.NO.	04

ASPHALT SHINGLES

VINYL SIDING



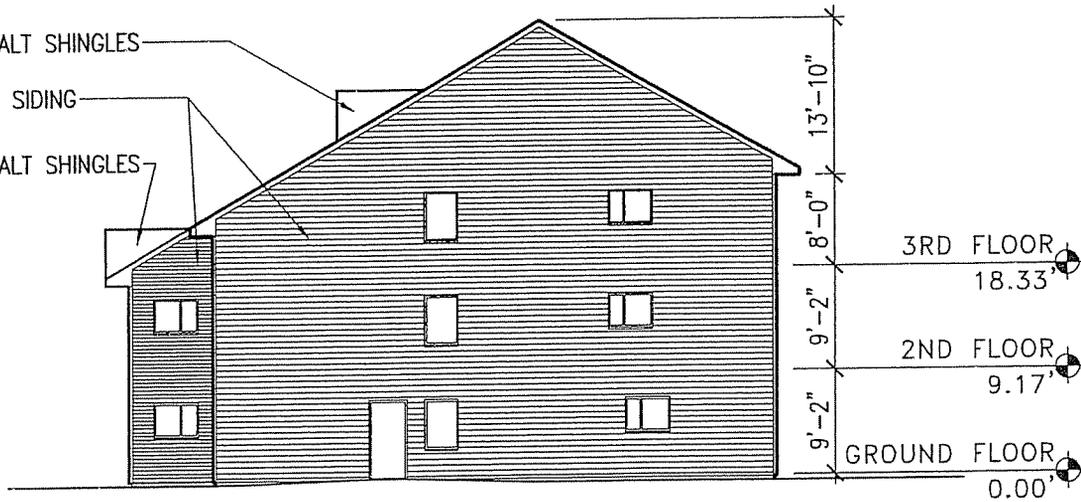
SOUTH ELEVATION

SCALE: 1/16"=1'-0"

ASPHALT SHINGLES

VINYL SIDING

ASPHALT SHINGLES



SCHEDULE "C"

WEST ELEVATION

SCALE: 1/16"=1'-0"

whwarchitects

1640 Market Street, Halifax NS B3J 2C8
Tel: 902 429 5490 Fax: 902 429 2632
www.whwarchitects.com

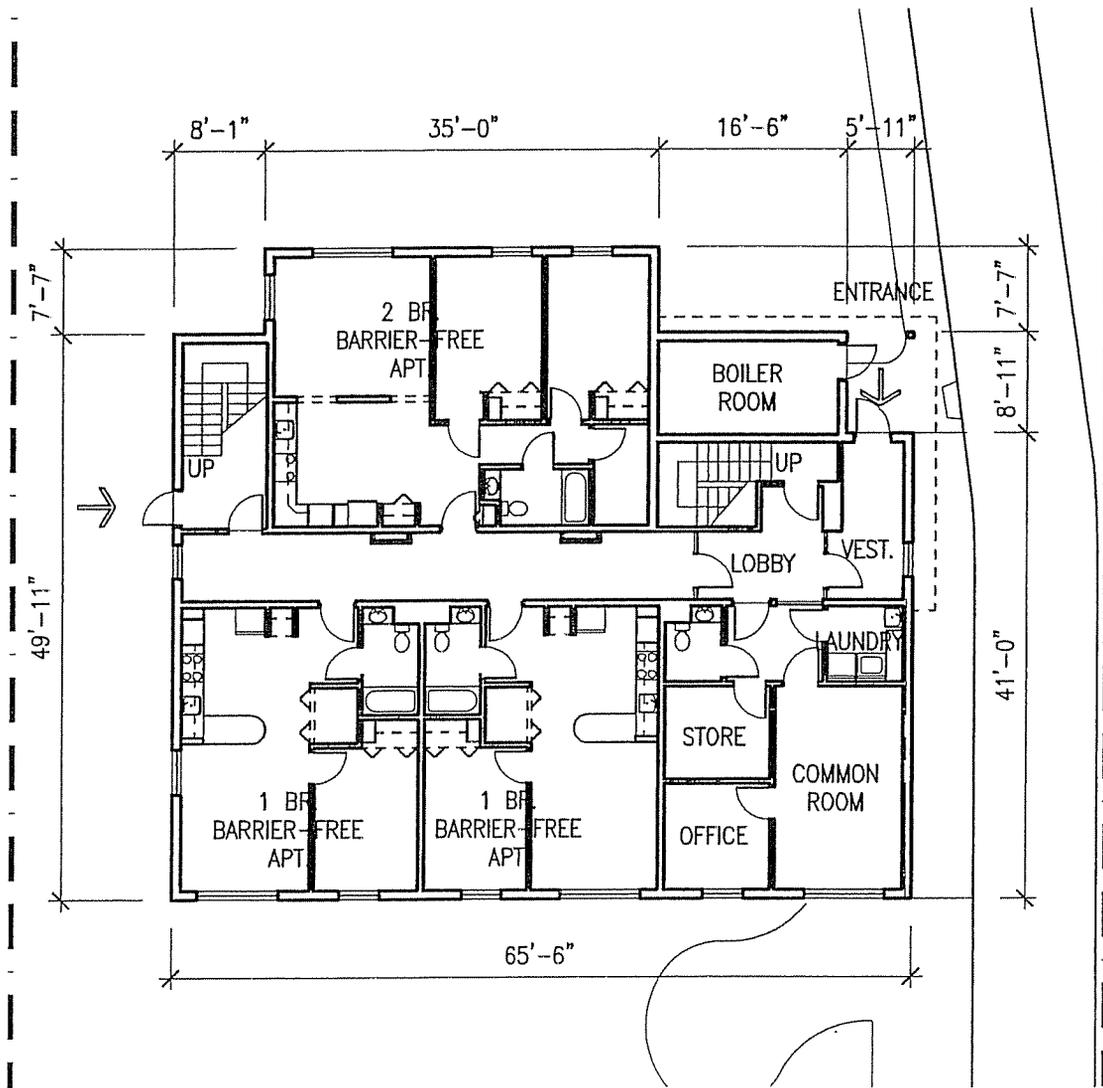
TITLE
ELEVATIONS
SOUTH AND WEST

PROJECT
Affirmative Industries
64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY
AB

DATE
JUNE 5, 05

DWG.NO.
05



SCHEDULE "D"

SCALE: 1/16" = 1'-0"



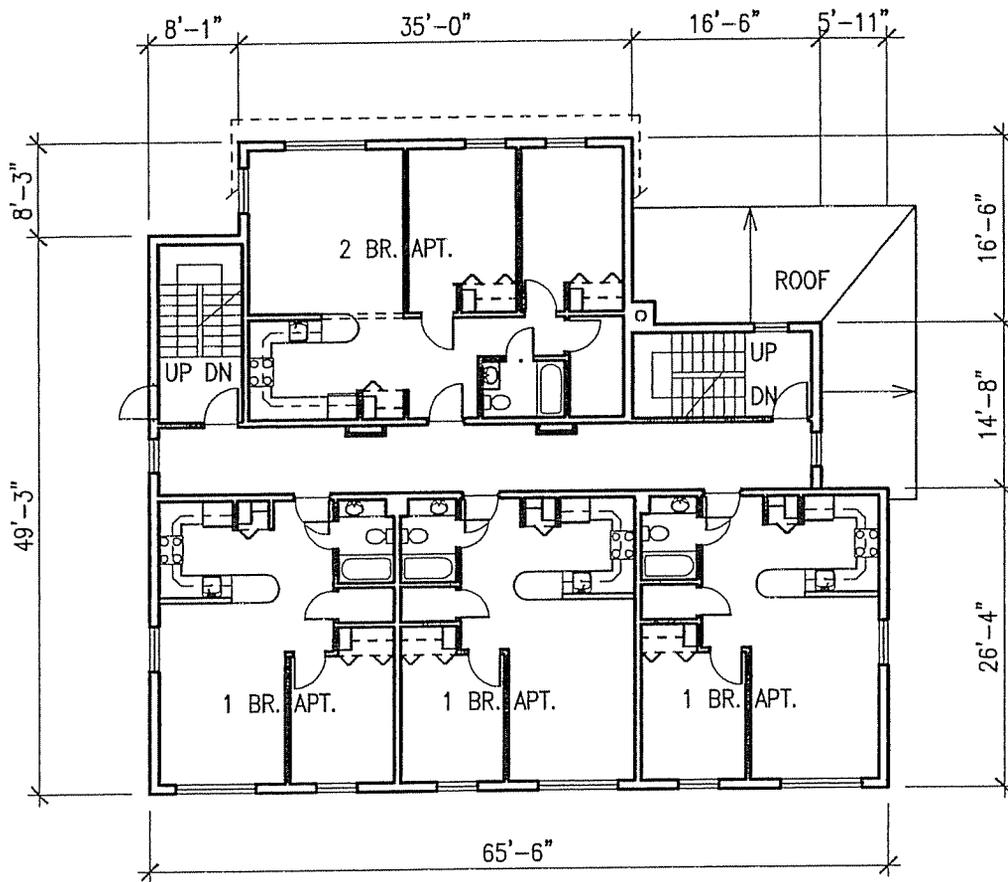
whwarchitects

1640 Market Street, Halifax NS B3J 2C8
 Tel: 902 429 5490 Fax: 902 429 2632
 www.whwarchitects.com

TITLE FLOOR PLAN:
 FIRST FLOOR - 3,484 SQ.FT.

PROJECT Affirmative Industries
 64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY AB
DATE JUNE 5, 05
DWG.NO. 01



SCHEDULE "D"

SCALE: 1/16"=1'-0"

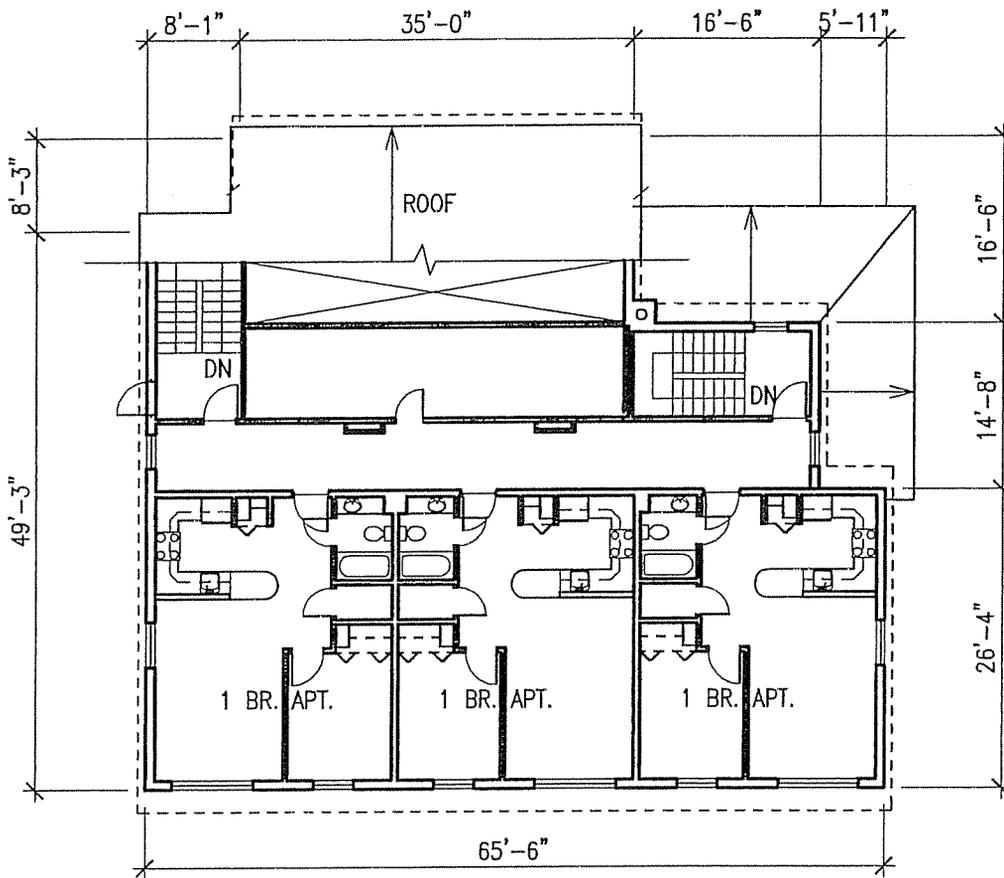


whwarchitects

1640 Market Street, Halifax NS B3J 2C8
 Tel: 902 429 5490 Fax: 902 429 2632
 www.whwarchitects.com

TITLE FLOOR PLAN:
 SECOND FLOOR - 3,244 SQ.FT.
 PROJECT Affirmative Industries
 64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY AB
 DATE JUNE 5, 05
 DWG.NO. 02



SCHEDULE "D"

SCALE: 1/16"=1'-0"



whwarchitects

1640 Market Street, Halifax NS B3J 2C8
 Tel: 902 429 5490 Fax: 902 429 2632
 www.whwarchitects.com

TITLE FLOOR PLAN:
 THIRD FLOOR - 2,862 SQ.FT.

PROJECT Affirmative Industries
 64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY AB
DATE JUNE 5, 05
DWG.NO. 03

ATTACHMENT B

RELEVANT MUNICIPAL PLANNING STRATEGY POLICES AND LAND USE PROVISIONS

IMPLEMENTATION

Table 4								
Reserve	Urban Core	Institutional	Park & Open Space	Industrial	Commercial	Residential	General Land Use Classification Land Use ↓	
●	<i>Deleted-Reg. Council-July 11/2000, Effective-Sept 2/2000</i>				●	Single		
●					●	Duplex		
						●	Low Density Multiple	
						●	Medium Density Multiple	
						●	High Density Multiple	
							Mobile Homes	
					●	●	Neighbourhood Con. Stores	
					●	●	Home Occupations	
					●	●	Retail Trade	
					●	●	Service Commercial	
					●	●	Regional Commercial	
					●	●	Local Office	
					●	●	General Office	
				●	●	●	Tourist Commercial	
					●	●	Warehousing/Distribution	
					●		Light Industrial	
					●		Harbour Oriented Industrial	
					●		General Industrial	
●			●	●	●	●	Local Parks/Rec. Facilities	
●			●	●	●	●	District Parks/Rec. Facilities	
●			●	●	●	●	City Parks/Rec. Facilities	
●			●	●	●		Regional Parks & Facilities	
●			●	●	●		Watershed	
●		●	●	●	●	Environmental Protection Area		
●		●	●	●	●	Local Institutional		
●		●	●	●	●	City/Regional Institutional		
●		●	●	●	●	Utilities		



(As amended, By-law C-475, Sept 20/83)

IMPLEMENTATION

Policy 1P-1

- (a) The Municipal Development Plan for the City of Dartmouth is the prime policy document providing an ongoing framework by which the future growth of the City shall be encouraged, controlled, and coordinated. The policies of this plan will be implemented by a variety of means, but generally through action of City Council as provided by Provincial Legislation and the City Charter.

In addition to employing specific implementation measures, it shall be the intention of City Council to carry on an ongoing planning program through the Committee-of-the-Whole system of Council, the Planning Department, and to encourage the general public and organizations to comment on and participate in planning matters in the City. Particular attention is being given to the downtown/waterfront development, environmental matters, protection of the City's lakes, community and neighbourhood planning programs, bylaw amendments and other issues which Council deems suitable.

- (b) Generalized Land Use

The generalized land use categories for the City shall include: (1) Residential, (2) Commercial, (3) Industrial, (4) Park and Open Space, (5) Institutional. Deleted-Reg.Council-July11/2000, Effective-Sept2/2000. In addition, areas outside the development boundary not designated on the Generalized Land Use Map shall be designated Reserve in accordance with Map 9c attached as Schedule "C". (As amended by By-law C-475, Sept. 20, 1983).

Table 4 identified, in matrix form, the permitted uses under each category. The uses permitted in the Zoning Bylaw shall be consistent with uses permitted under each category as shown on matrix form on Table 4. The generalized land uses are also shown on:

Map 9;

Map 9b, 9c, 9d, 9e, 9g, 9h,9i (By-law 633), 9i (By-law 724), 9j, 9q, 9m, 9o, 9p (Portland St), 9p (Craigwood) and 9r (As amended by By-law C-475, Sept. 20, 1983, By-law C-493, Dec. 9, 1983, By-law C-494, Dec. 9, 1983 and By-law C-511, Jul.,1984).

These maps shall be the Generalized Land Use Map for the City of Dartmouth based on the policies contained in this plan.

Zoning amendments may be considered for any permitted use within each generalized land

use category without a plan amendment provided that they do not conflict with the policies of this plan.

An area immediately adjacent a given generalized land use designation maybe considered for a zoning amendment to a use permitted within the adjacent designation without requiring a plan amendment, provided that the policies of this plan are not violated.

(c) Zoning Bylaw

The Zoning Bylaw is the principal mechanism by which land use policies shall be implemented. It shall set out zones, permitted uses and development standards which shall reflect the policies of the Municipal Development Plan as per Section 33 (3) of the Planning Act.

Notwithstanding the above, it shall be the intention of Council not to pre-zone lands outside the development boundary as shown on the Generalized Land Use Plan:

Map 9;

Map 9b, 9c, 9d, 9e, 9g, 9h,9i (By-law 633), 9i (By-law 724), 9j, 9q, 9m, 9o, 9p (Portland St), 9p (Craigwood) and 9r (As amended by By-law C-475, Sept. 20, 1983 and By-law C-493, Dec.9, 1983 and By-law C-511, July 6, 1984).

It shall recognize that certain areas are premature for specific zoning classifications by reason of lack of services, public facilities or other constraints. Council shall use the H-zone (Holding Zone). In the H Zone the permitted types of uses shall be limited in accordance with the Reserve classification in Table 4 (As amended by By-law C-475, Sept. 20, 1983). In this manner, Council can maintain a comparatively high degree of control, and major development proposals contemplated for such areas shall be processed as zoning amendments.

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

- (1) that the proposal is in conformance with the policies and intents of the Municipal Development Plan
- (2) that the proposal is compatible and consistent with adjacent uses and the existing development form in the area in terms of the use, bulk, and scale of the proposal
- (3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries
- (4) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the City is to absorb any costs relating to the development

-
- (ii) the adequacy of sewer and water services and public utilities
 - (iii) the adequacy and proximity of schools, recreation and other public facilities
 - (iv) the adequacy of transportation networks in adjacent to or leading to the development
 - (v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas
 - (vi) preventing public access to the shorelines or the waterfront
 - (vii) the presence of natural, historical features, buildings or sites
 - (viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized
 - (ix) the detrimental economic or social effect that it may have on other areas of the City.
- (5) that the proposal is not an obnoxious use
- (6) that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or near by land uses and public facilities. Such controls may relate to, but are not limited to, the following:
- (i) type of use, density, and phasing
 - (ii) emissions including air, water, noise
 - (iii) traffic generation, access to and egress from the site, and parking
 - (iv) open storage and landscaping
 - (v) provisions for pedestrian movement and safety
 - (vi) management of open space, parks, walkways
 - (vii) drainage both natural and sub-surface and soil-stability
 - (viii) performance bonds.
- (7) suitability of the proposed site in terms of steepness of slope, soil conditions, rock outcroppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors
- (8) that in addition to the public hearing requirements as set out in the Planning Act and City by-laws, all applications for amendments may be aired to the public via the "voluntary" public hearing process established by City Council for the purposes of information exchange between the applicant and residents. This voluntary meeting allows the residents to clearly understand the proposal previous to the formal public hearing before City Council
- (9) that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:

-
- (i) Council with a clear indication of the nature of proposed development, and
 - (ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community
- (10) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy IC-6”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS. (Regional Council - July 2, 2002, Effective - August 17, 2002)

3. Apartment Building Development

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

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

In considering the approval of such Agreements, Council shall consider the following criteria:

- (a) *adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;*
- (b) *adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:*
 - (i) *the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;*
 - (ii) *traffic generation, access to and egress from the site; and*
 - (iii) *parking;*

-
- (c) *adequacy or proximity of schools, recreation areas and other community facilities;*
 - (d) *adequacy of transportation networks in, adjacent to, and leading to the development;*
 - (e) *adequacy of useable amenity space and attractive landscaping such that the needs of a variety of household types are addressed and the development is aesthetically pleasing;*
 - (f) *that mature trees and other natural site features are preserved where possible;*
 - (g) *adequacy of buffering from abutting land uses;*
 - (h) *the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and*
 - (i) *the Land Use By-law amendment criteria as set out in Policy IP-1(c).
(As amended by By-law C-692, Dec. 4, 1991).*

APPLICABLE LAND USE BY-LAW PROVISIONS

R-3 ZONE - MULTIPLE FAMILY RESIDENTIAL ZONE (MEDIUM DENSITY)

34. (1) The following uses only shall be permitted in an R-3 Zone:
- (a) R-1, R-2 and TH uses as herein set out,
 - (b) apartment buildings,
 - (c) uses accessory to any of the foregoing uses.
 - (d) lodging houses (As amended by By-law C-657, Feb2/89)
- (2) Buildings used for R-1, R-2 and TH uses in an R-3 Zone shall comply with the requirements of an R-1, R-2 or TH Zone respectfully.
- (3) Buildings used for R-3 uses in an R-3 Zone shall comply with the following requirements:
- (a) Lot coverage, maximum - 25%
 - (b) Area of site required per dwelling unit:

	Area of site required per dwelling unit
Type of dwelling unit	
One bedroom and bedsitting room	1,300 sq. ft.
Two or more bedrooms	1,800 sq. ft.

Provided that where the site area is greater than one acre, the area of the site required per dwelling unit shall be:

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

- (c) On all buildings a minimum side and rear yard clearance of 15 feet shall be maintained and if the building is more than fifty feet high on its highest side the sideyards and rearyards shall have a minimum clearance of not less than one half the height of the adjacent side of the building.
- (d) The yard area located between the street line and the minimum setback line shall be landscaped, and the entire site and all buildings maintained in a neat, tidy manner including the trimming and upkeep of landscaped areas.
- (e) Height Maximum -35 feet on all parcels of land situated within the "Lake Banook Canoe Course Area" as identified on Schedule "W". (RC - Feb 8, 2005 E - April 23, 2005)
- (4) No uses other than those permitted in R-1 and R-2 shall be permitted unless the lot area is equal to or greater than ten thousand square feet and unless the street frontage is equal to or greater than one hundred feet.
- (5) All developments including three or more dwelling units shall provide, in addition to the site requirements set out in sub-section (3) of this section, amenity areas of not less than one hundred square feet for each bedsitting room or one bedroom dwelling unit; three hundred square feet for each two bedroom dwelling unit; and 500 square feet for each three or more bedroom dwelling units. An amenity area shall be a space set aside for recreational purposes such as communal play areas, recreational room, roof decks, balconies, swimming pools and tennis courts. An amenity area shall have no dimension less than thirty feet.
- (6) Buildings used for lodging house uses shall comply with the requirements of the Lodging House By-law of the City of Dartmouth. (As amended by By-law C-657, Feb2/89)

NOTE

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

C-2 ZONE - GENERAL BUSINESS ZONE

39. (1) The following uses only shall be permitted in a C-2 Zone:
- (a) R-1, R-2, R-3, C-1 and TH uses as herein set out;
 - (b) Business or commercial enterprises except:
 - (i) obnoxious uses and uses creating a hazard to the public and
 - (ii) offices other than those permitted in the C-1 Zone
 - (iii) except Adult Entertainment uses(As amended by RC January 31/06 Eff date March 16/06)
 - (c) Uses accessory to the foregoing uses.
- (2) Buildings used for R-1, R-2, R-3, C-1 and TH uses in a C-2 Zone shall comply with the requirements of an R-1, R-2, R-3, C-1 or TH Zone respectively.
- (3) Buildings used for C-2 uses in a C-2 Zone shall comply with the following requirements:
- (a) Lot area minimum - 5,000 sq. ft.
 - (b) Height maximum - 3 storeys for a building with an office function as its primary function.
 - (c) Maximum Lot coverage - 100% if the requirements for 100% lot coverage in the Building Bylaws of the City of Dartmouth are met, except that a motel building or buildings shall occupy surface area of not more than one-third of the total area of the building lot.
 - (d) If lot coverage is not 100%, side and rear yards shall be provided on each side and at the rear of buildings as provided by the Building Bylaws of the City of Dartmouth.
 - (e) Additional Height Maximum -35 feet on all parcels of land situated within the "Lake Banook Canoe Course Area" as identified on Schedule "W".
(RC - Feb 8, 2005 E - April 23, 2005)

C-3 ZONE - GENERAL BUSINESS ZONE

40. (1) The following uses only shall be permitted in a C-3 Zone:

-
- (a) C-2 uses as herein set out, excepting therefrom any residential uses;
 - (i) except Adult Entertainment uses
(As amended by RC January 31/06 Eff date March 16/06)
 - (b) warehousing and distribution
- (2) Buildings used for C-3 uses in a C-3 Zone shall comply with the following requirements:
- (a) Lot area minimum - 5,000 square feet
 - (b) Height maximum - 3 storeys for a building with an office function as its primary function.
 - (c) Maximum Lot coverage - 100% if the requirements for 100% lot coverage in the Building Bylaws of the City of Dartmouth are met, except that a motel building or buildings shall occupy surface area of not more than one-third of the total area of the building lot.
 - (d) If lot coverage is not 100%, side and rear yards shall be provided on each side and at the rear of buildings as provided by the Building By-laws of the City of Dartmouth.
 - (e) Additional Height Maximum - 35 feet on all parcels of land situated within the "Lake Banook Canoe Course Area" as identified on Schedule "W".
(RC - Feb 8, 2005 E - April 23, 2005)

ATTACHMENT C**PUBLIC INFORMATION MEETING
CASE 00727 - 64-66 LAKECREST DRIVE, DARTMOUTH
DARTMOUTH PLAN AREA**

October 05, 2005
St. Lukes Church Hall, Dartmouth
7:00 p.m.

STAFF IN

ATTENDANCE: John MacPherson, Planner
Samantha Charron, Administrative Support

APPLICANT: Ken Greer, Affirmative Industries
Rob McLaren, Affirmative Industries
David Harrison, Consultant

OTHER: Andrew Younger, Local Councillor

**MEMBERS OF
THE PUBLIC:** Approximately 10 people

PRESENTATION

John MacPherson welcomed residents to the meeting and thanked them for attending. He introduced local councillor Andrew Younger, representatives of Affirmative Industries Rob McLaren, Ken Greer and their consultant, David Harrison. He then introduced himself as the planner assigned to this case.

Councillor Younger welcomed residents to the meeting and gave a brief overview of the application submitted by Affirmative Industries to rezone 64-66 Lakecrest Drive in Dartmouth, from C-3 (general business zone) to C-2 (general business zone) for the approval of a development agreement to permit a 10 unit multiple dwelling.

Mr. MacPherson described the planning process explaining the public information meeting (PIM) is the first step in the planning process. He stated it allows staff the opportunity to gauge the level of support by residents for potential development in their area. It is also an opportunity for staff to hear and discuss any questions or concerns residents may have before Mr. MacPherson prepares a report with his recommendation for Council. He went on to describe the steps remaining in the planning process for this application. He informed residents they will be notified by mail in advance of the public hearing as well as newspaper ads that run two consecutive Saturdays before the hearing will be held.

Mr. MacPherson noted in 1991 Council agreed to amend the Municipal Planning Strategy (MPS) for Dartmouth to require all multiple dwelling developments be constructed through a development agreement. He then invited Affirmative Action representative Ken Greer to give his presentation.

Ken Greer welcomed residents to the meeting and thanked them for attending. He described a brief history of Affirmative Industries. He explained the need for this type of housing across HRM and stated, mental illness is a growing problem in our society that needs to be addressed. He suggested this type of housing allows society to break the cycle of poverty and homelessness within the effected community.

Ken Greer then described aspects of the proposed development including the number and size of the units, interior finishes and general design.

Dave Harrison stated he would speak to the project and it's appropriateness for this area. He indicated when Alice Housing first identified this site as a possibility, the proximity to local amenities was very attractive for many reasons, some being the commercial centre, as well as schools, training facilities, financial services, churches and parks. He explained the site is also located near transit routes and has crosswalks located near the site. He suggested the building image and concept they are proposing will, in their opinion, improve the curb appeal of this parcel of land. He then explained, the property has been vacant for a number years and the parking area has been burdoned with derelict vehicles during that time. He suggested the development would be a great asset to this community and they hope residents see the potential in this development, as they do. He acknowledged there are Dave Harrison indicated there are parking issue and indicated they plan to work with abutting property owners to try and find a solution for this ongoing problem. He stated the commercial community in this area has a general acceptance for this type of dwelling, and noted there are offers of employment for the residents, in the local area.

Rob McLaren with the use of overhead and site plan described the layout and intent of the proposed project. He spoke to the projects size, elevations, setbacks and easements. He explained the parking area proposed along the back of the development and described landscaping aspects, including; fencing, shrubs, sodding and the existing trees that will remain on the site. He stated they are trying to construct an affordable development.

The applicants then asked residents if they had any question or concerns.

QUESTIONS AND COMMENTS

Azmi Arnaout asked if a walkway from Lakecrest to Main Street will be constructed.

Rob MacLaren indicated a public walkway crossing private land would have liability issues.

John MacPherson noted this was mentioned during staff's review, of the proposal, and seen as a good opportunity to provide a connection between Lakecrest Drive and Main Street.

Azmi Arnauout suggested he has been requesting a walkway for approximately the last two years connecting these streets.

Rob MacLaren stated at this time Affirmative Industries do not plan to construct a walkway across the site. He suggested there is not enough land to meet all the requirements and construct the development they are proposing.

Azmi Arnauout indicated he would like to see a walkway constructed and the driveway and parking issues be resolved before this development is approved.

John MacPherson noted he discussed this with staff prior to tonight's meeting. He informed abutting business owners he will facilitate a meeting between them and Affirmative Industries, to help find a solution for the existing driveway access and parking issues.

Azmi Arnauout stated he would like to see parking provided on the front portion of the property.

Ken Greer stated the city has deeded the land to Affirmative Industries He noted a parking area will be constructed, but stated whether it will be regulated is undecided at this point. He suggested parking metres may be erected or just signage, either way the spots will have to be monitored.

Councillor Younger noted Council deeded the property to Affirmative Industries, intending a parking area be constructed. He stated Affirmative Industries cannot make a profit on this land or give it away.

Ken Greer noted Councillor Younger was correct and suggested Affirmative Industries would like to work with the abutting business owners to find a reasonable solution for the parking issues.

Azmi Arnauout feels the city is backing out of previous commitments made for a parking area.

Councillor Younger and John MacPherson indicated there were no past commitments by HRM to construct a parking area on this site.

Azmi Arnauout reiterated his position and feels HRM is not following through with past promises.

Rob McLaren continued describing additional site aspects, construction and proposed landscaping details.

Stephen Ayer asked if residents will be permitted to reside in this development if they are able to stabilize their lives and no longer require social assistance.

Ken Greer stated if a resident were able to maintain full time employment, we may evaluate the potential of them moving on. He suggested this would be done on a case by case basis and really depend on the individual. He suggested someone in this position would probably want to move on.

Azmi Arnaout asked what the estimated cost of construction is for the proposed development.

Ken Greer stated the estimated total project cost is 1.2 million dollars. He suggested the Federal and Provincial Government will be providing funding for this project, and Affirmative Industries will be privately fundraising the balance. He suggested there are local companies making contributions to the project such as; Canadian Tire, Ocean Contracting and Shaw Brick.

Don Myers stated he does not agree with the construction of this development on this site and suggested there is not enough C3 zoned land on Main Street.

John MacPherson suggested the Regional Plan exercise underway will be looking at all commercial land in Dartmouth.

Don Myers stated he does not want to see the zoning change. He indicated he supports this type of housing but does not feel down-zoning C-3 land to accommodate affordable housing is appropriate.

John MacPherson indicated the city has an interest in creating affordable housing opportunities throughout the municipality.

Don Myers stated his family has owned the adjacent property for a number of years, throughout which they have tried to purchase the property in question from the City and have always been turned down. He suggested he does not understand why Council would deed the land to someone proposing a use not permitted under the current zoning.

Don Myers requested if the application is approved a walkway be constructed that is fully enclosed to prevent vandalism.

Rob Greer indicated there is no room for a walkway to be constructed across the property.

John MacPherson suggested there will be changes in the elevation and fencing erected to prevent short cutting across the property.

Don Myers suggested even with the fencing and changes in elevation there will still be space for pedestrian traffic.

Rob Greer suggested this space would be on the neighbouring property and they cannot dictate what the neighbour does to prevent short cutting on their property.

Don Myers suggested the City should step up and provide parking spaces, on the Main Street side of the property, to the abutting commercial uses. He feels this will help ease the tension surrounding the parking issues.

Councillor Younger noted Council has approved funding to rebuild the Main Street Business District in which all the Commercial lands will be examined for upgrading potential from Sobeys's

to the Chebucto Ford dealer.

Don Myers stated that is a great idea and hopes the commercial community as a whole will be called out for input on this project. In the mean time however, he would like to see six to eight parking spots provided for the commercial uses abutting the property in question.

John MacPherson stated there are clearly parking issues surrounding this proposal but staff must now work within the legal parameters that have been set. He suggested there is also a good faith opportunity to address the parking problem with the abutting commercial uses to find a solution.

Azmi Arnaout stated if the city could provide a solution he does not mind contributing to the funding for the project.

Stanley MacEachern asked about the stigma of having this type of affordable housing in the area. He suggested the community has a hard enough time attracting new residents and stated they are trying to avoid any additional negative attention.

Rob Greer suggested the proposed development will resemble any other multi-unit construction. They have no signage for the building nor do they want to draw any added attention to the building.

Mr. MacPherson noted residents will be notified by mail in advance of the public hearing as well as through newspaper ads that will run two consecutive Saturdays before the hearing will be held. He asked if there were any further questions and thanked everyone for attending, then closed the meeting.

MEETING ADJOURNMENT

Meeting Adjourned at 8:20 p.m.