



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

Item No. 13.1.3
Harbour East – Marine Drive Community Council
Special Meeting
March 4, 2021

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

-Original Signed-

SUBMITTED BY: _____
Kelly Denty, Executive Director of Planning and Development

DATE: January 22, 2021

SUBJECT: **Case 22797: Rezoning and Development Agreement for 95 Caledonia Road, Dartmouth**

ORIGIN

Application by WM Fares Architects.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

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

1. Give First Reading to consider approval of the proposed amendment to the Land Use By-law for Dartmouth, as set out in Attachment A, to rezone the subject site from C-1 (Local Business) to C-2 (General Business), and schedule a public hearing;
2. Give notice of motion to consider the proposed Development Agreement, as set out in Attachment B, and schedule a public hearing for the Development Agreement, which shall be held concurrently with that indicated in Recommendation 1; and
3. Adopt the amendment to the Land Use By-law for Dartmouth, as set out in Attachment A.

Contingent upon the amendment to the Dartmouth Land Use By-law being approved by Community Council and becoming effective pursuant to the requirements of the *Halifax Regional Municipality Charter*, it is further recommended that Harbour East – Marine Drive Community Council:

1. Approve the proposed Development Agreement, which shall be substantially of the same form as set out in Attachment B; and
2. Require that the development agreement be signed by the property owner within 240 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

WM Fares Architects, on behalf of property owners 3321382 Nova Scotia Limited, is applying to rezone 95 Caledonia Road from C-1 (Local Business) to C-2 (General Business) and to enter into a development agreement to allow a five-storey apartment building with ground floor commercial uses.

Subject Site	95 Caledonia Road, Dartmouth (PID 00171934)
Location	Caledonia Road at Kennedy Drive Dartmouth Plan Area
Regional Plan Designation	US (Urban Settlement)
Community Plan Designation (Map 1)	C (Commercial)
Zoning (Map 2)	C-1 (Local Business) Zone
Size of Site	4,582 sq. m (49,320 sq. ft.)
Street Frontage	Caledonia Road: 88.7 m (291 ft.) Kennedy Drive: 51.8 m (170 ft.)
Current Land Use(s)	Commercial plaza
Surrounding Use(s)	Multiple unit dwellings, two-unit dwellings, single unit dwellings, HRM park

Proposal Details

The applicant proposes to construct a five-storey apartment building with ground floor commercial uses. The major aspects of the proposal are as follows:

- 5-storey building not exceeding 16m, excluding elevator and stair enclosures;
- Approximately 59 dwelling units, and a minimum of 30% of the units shall contain 2 or more bedrooms;
- Commercial uses on the ground floor;
- Indoor, above-ground vehicle parking;
- Surface vehicle parking;
- Bicycle parking in accordance with the Dartmouth Land Use By-law; and
- Indoor and outdoor amenity space for residents.

Enabling Policy and LUB Context

Dartmouth MPS Policy IP-1 (b) allows consideration of the request to rezone the subject lands from C-1 to C-2 and thereby provide enabling policy to consider the proposed development agreement. No amendment to the Dartmouth Municipal Planning Strategy is required.

Dartmouth MPS Policy IP-5 requires a development agreement for any new multiple unit dwellings, including those in the C-2 zone.

Criteria that Council must consider for the rezoning and development agreement are provided in Dartmouth MPS Policy IP-1 (c); additional criteria for the development agreement only are found in Dartmouth MPS Policy IP-5.

Uses permitted in the C-2 Zone by-right include:

- R-1, R-2, R-3, C-1 and TH uses;
- Business or commercial enterprises except:
 - Obnoxious uses and uses creating a hazard to the public
 - Some offices
 - Adult Entertainment uses
 - Cabarets
 - Pawn shops
- Accessory uses; and
- Group homes for up to 12 residents.

The R-3 Zone enables multiple dwelling buildings exceeding 3 units only by development agreement.

Approval Process

The approval process for this application involves two steps:

- i) First, Harbour East – Marine Drive Community Council must consider and, if deemed appropriate, approve the rezoning from C-1 to C-2; and
- ii) Second, Harbour East – Marine Drive Community Council must consider and, if deemed appropriate, approve the proposed development agreement once the rezoning is in effect.

Notwithstanding the two-stage approval process, a single public hearing can be held by Community Council to consider both the proposed rezoning and the development agreement. However, subsequent to the completion of the public hearing process, the proposed rezoning must be approved by Community Council and in effect prior to a decision on the on the development agreement. Both decisions are subject to appeal to the N.S. Utility and Review Board.

COMMUNITY ENGAGEMENT

The community engagement process was consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site and letters mailed to property owners within the notification area.

The HRM Planning Case webpage was first published on February 28, 2020, and was updated as the case progressed. Between February 2020 and the date this report was written, the webpage received 1,165 total page views, with 909 of those being unique pageviews. The average time viewers spent on the webpage was 3 minutes and 24 seconds.

The public comments received include the following topics:

- Serious concerns with respect to housing affordability in this area; and
- Comments were supportive of the proposed development.

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

The proposal will potentially impact residents and property owners in the area surrounding the subject site, and the owners of businesses on the subject site.

DISCUSSION

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

Rezoning

The subject site is currently zoned C-1 and must be rezoned to C-2 to enable R-3 uses, which can subsequently be considered through a development agreement for a multiple unit building exceeding 3 units. Staff are satisfied that the proposed rezoning is reasonably consistent with the intent of Dartmouth MPS Policy IP-1(c), and that any concerns will be adequately mitigated by the proposed development agreement.

Proposed Development Agreement

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

- One five-storey apartment building with ground floor commercial uses;
- Building siting including mandatory setbacks from property lines;
- A minimum of 30% of dwelling units must have two or more bedrooms;
- Hours of operation for any businesses operating on the property;
- Preliminary requirements for landscaping;
- Indoor or outdoor amenity space required at the rate of 5.0 m² per dwelling unit;
- 40 indoor vehicle parking spaces are required. Surface parking is not required but is permitted in accordance with design guidelines included in the Agreement;
- Controls on signage;
- Bicycle parking in accordance with the Dartmouth Land Use By-law; and
- The proposed development agreement allows the following non-substantive amendments:
 - Changes to landscaping requirements;
 - Granting an extension to the date of Commencement of Construction;
 - Granting an extension to the date of Completion of the Development;
 - Changes to architectural requirements that do not impact the massing of the building; and
 - Changes to sign requirements.

The proposed development agreement in Attachment B permits a five-storey apartment building with ground floor commercial uses, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment C, the following have been identified for detailed discussion.

Compatibility and Consistency

This proposal is for infill development in an established residential area with existing multiple unit dwelling uses of a scale that is similar to the proposed development. The subject site is on an existing transit route, and close to employment centres including Prince Andrew High School, Caledonia Road Junior High and the Nova Scotia Community College Akerley Campus.

The Dartmouth Municipal Planning Strategy emphasizes that new development must be compatible (Policies IP-1(c)(2) and IP-5(a)) and consistent (Policy IP-1(c)(2)) with existing uses and built form in the area surrounding the subject site.

Existing uses adjacent to the subject site include an HRM park, one and two-unit dwellings and multiple unit dwellings. The subject site is adjacent to an existing cluster of multiple unit dwellings at and around the intersection of Caledonia Road and Kennedy Drive. Aside from the existing commercial use on the subject site, adjacent uses are residential. The most common development form along Caledonia Road is two-storey dwellings. Development form along Kennedy Drive and Roleika Drive consists of two-storey dwellings, three and four-storey multiple unit dwellings, and an eight-storey multiple unit dwelling at 15 Kennedy Drive.

The proposed development agreement mitigates potential conflict with the single storey residential use abutting the subject site to the south through a required 10 metre setback from the common property line and a 6-metre high privacy fence on the south property line. No conflict is anticipated with property to the east of the subject site, which is an HRM park, and the property is bounded on the north and west by public streets.

Dartmouth MPS policy does not require that new development be identical to existing use and development form. Reasonable variations are permitted if compatibility and consistency are preserved. Staff advise that the scale, height and design of the proposed development would follow the existing transition from the higher density residential uses north of the site to the lower density residential uses south of the subject site and can therefore be considered a reasonable variation. Staff advise that the proposed development would be compatible and consistent with existing uses and built form in the surrounding area.

Timeframe for Agreement Execution

The COVID-19 pandemic has resulted in difficulties in having legal agreements signed by multiple parties in short periods of time. To recognize this difficulty these unusual circumstances present, should Council decide to approve the proposed development agreement, staff recommend extending the signing period for agreements following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The proposed multiple unit residential use is consistent with existing uses in the surrounding area, and the proposed commercial uses would be a continuation of the longstanding existing commercial use on the subject site. The proposed building is of moderate scale that is comparable to existing built form in the surrounding area. Therefore, staff recommend that the Harbour East – Marine Drive Community Council approve the proposed rezoning and development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2020-2021 operating budget for Planning and Development.

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 LUB amendments and development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

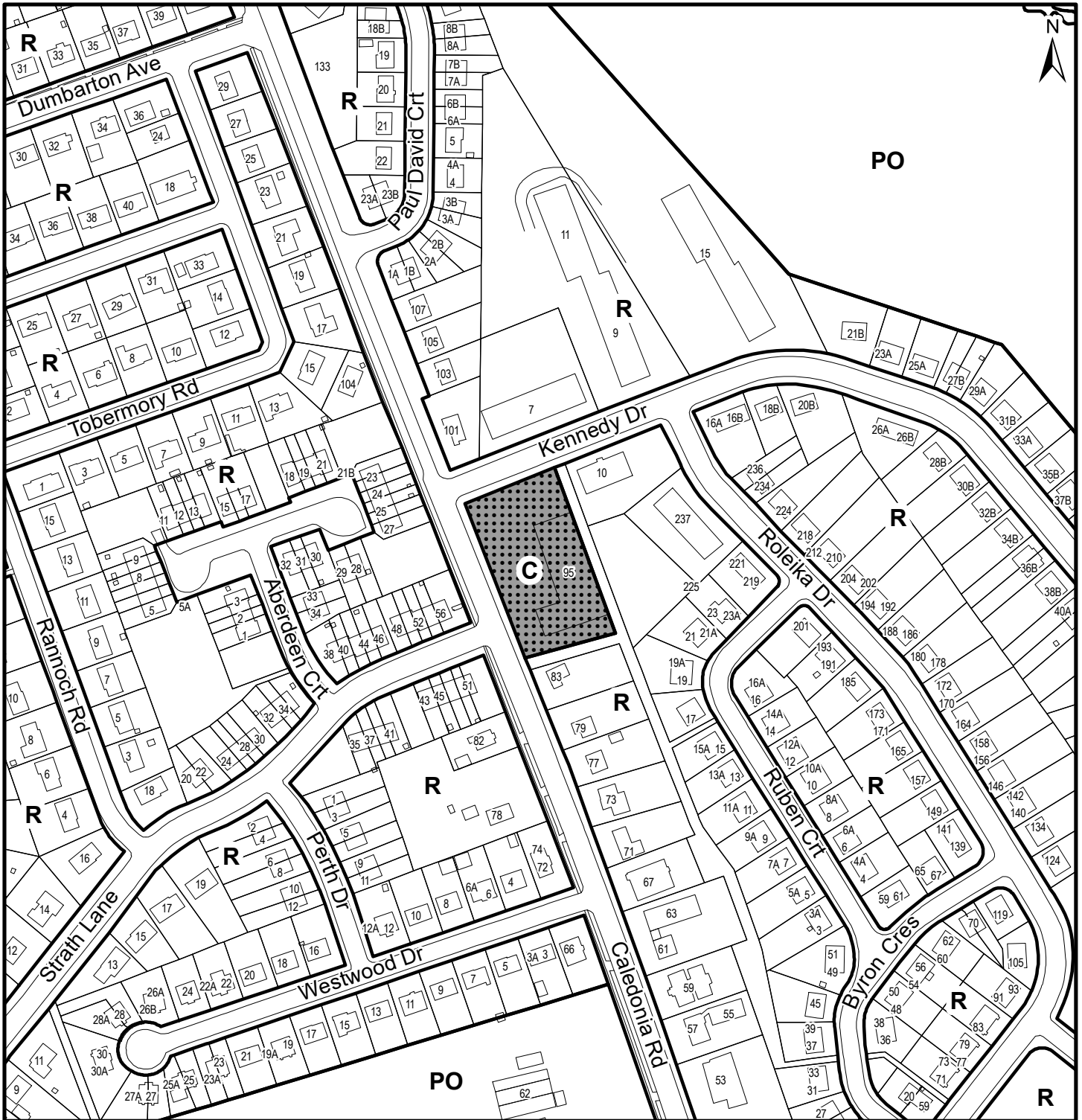
1. Harbour East – Marine Drive Community Council may choose to approve the proposed amendment to the Dartmouth LUB and the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public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

ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Amendment to the Land Use By-law for Dartmouth
Attachment B:	Proposed Development Agreement
Attachment C:	Review of Relevant Dartmouth MPS Policies


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, 902.476.8361

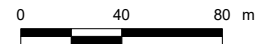


Map 1 - Generalized Future Land Use

25 Caledonia Road
Dartmouth

 Subject Property

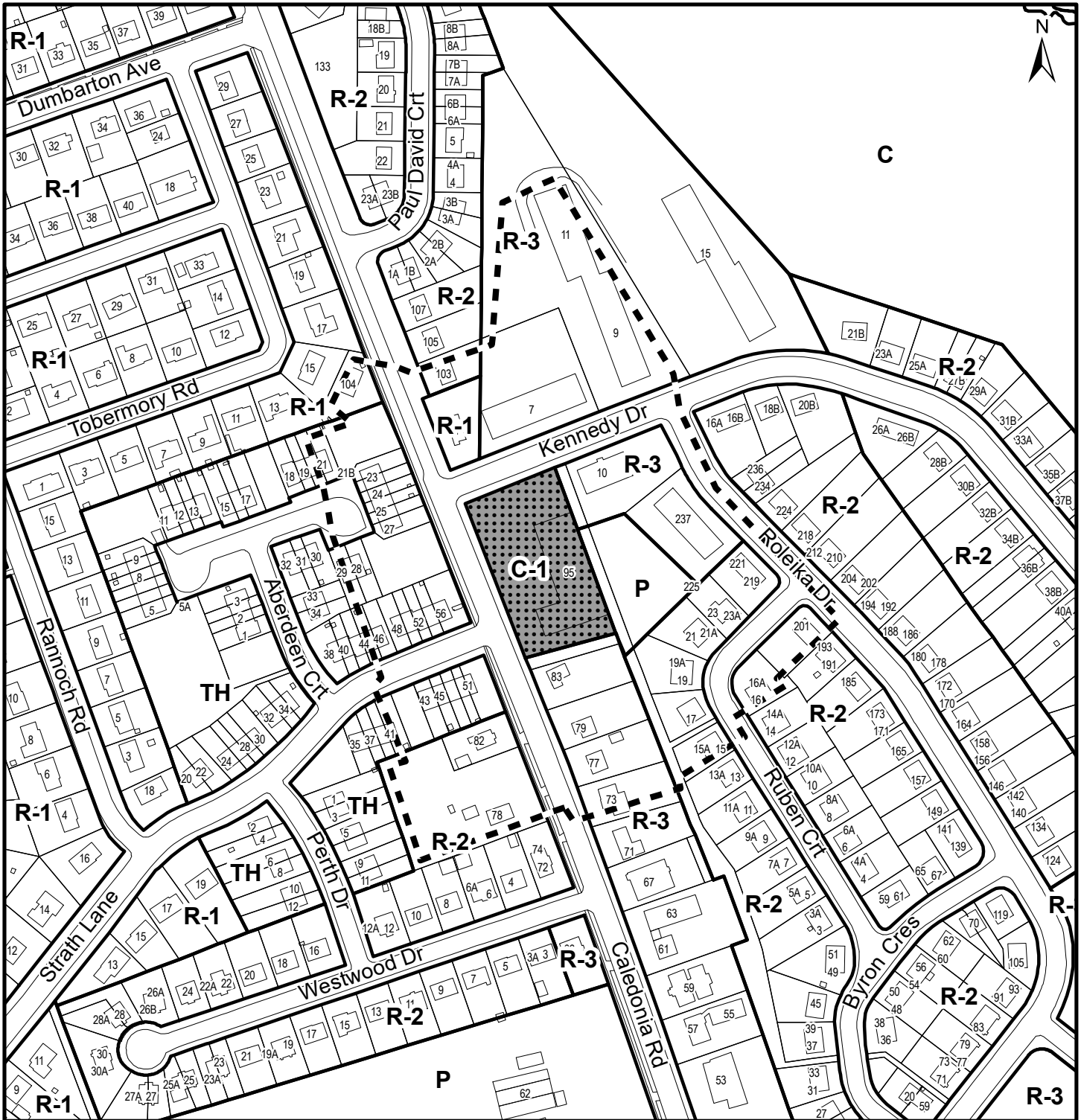
- Designation**
- C Commercial
 - PO Park & Open Space
 - R Residential



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.



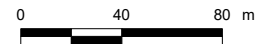
Map 2 - Zoning and Notification

25 Caledonia Road
Dartmouth

-  Subject Property
-  Area of Notification

Dartmouth
Land Use By-Law Area

- Zone**
- C Conservation
 - C-1 Local Business
 - P Park
 - R-1 Single Family Residential
 - R-2 Two Family Residential
 - R-3 Multiple Family Residential (Medium Density)
 - TH Town Housing



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

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

ATTACHMENT A

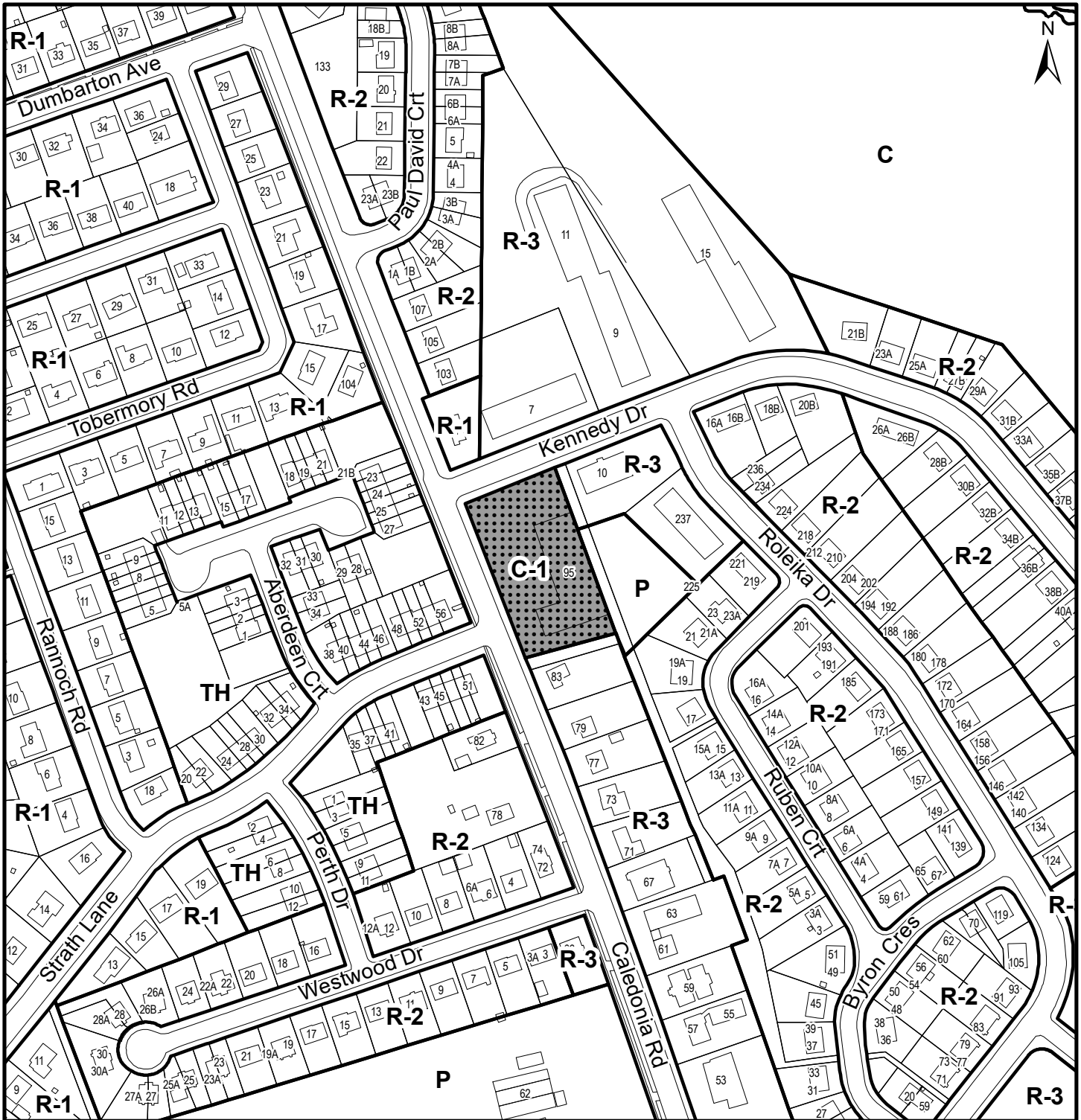
Proposed Amendment to the Land Use By-law for Dartmouth

BE IT ENACTED by the Harbour East – Marine Drive Community Council of the Halifax Regional Municipality that the Land Use By-law for Dartmouth is hereby further amended as follows:

1. Amend Schedule 1, the Zoning Map, by rezoning the property identified as 95 Caledonia Road, Dartmouth, (PID 00171934), from the C-1 (Local Business) Zone to the C-2 (General Business) Zone, as shown on the attached Schedule A.


I, Iain MacLean, Municipal Clerk for the Halifax Regional Municipality, hereby certify that the above-noted by-law was passed at a meeting of the Harbour East – Marine Drive Community Council held on [DATE], 2021.

Iain MacLean
Municipal Clerk



Schedule A

25 Caledonia Road
Dartmouth

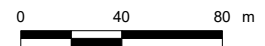
 Area proposed to be rezoned from C-1 Local Business to C-2 General Business

Dartmouth
Land Use By-Law Area

Zone

- C Conservation
- C-1 Local Business
- P Park
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 Multiple Family Residential (Medium Density)
- 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.

THIS AGREEMENT made this day of **[Insert Month]**, 20__,

BETWEEN:

[Insert Name of Corporation/Business LTD.], a body corporate, in the
Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 95 Caledonia Road, Dartmouth, and which said lands are more particularly described in Schedule A attached hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a 5-storey apartment building with ground floor commercial uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies IP-1 (c) and IP-5 of the Dartmouth Municipal Planning Strategy and Section 39 (1) of the Dartmouth Land Use By-law;

AND WHEREAS the Harbour East-Marine Drive Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 22797;

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

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

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

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

- 1.2.2 Variances to the requirements of the applicable Land Use By-law shall not be permitted.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

- 1.6.1 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.

1.7 Lands

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

- 2.2.1 The following words used in this Agreement shall be defined as follows:

- (a) **Amenity Space** means indoor or outdoor above grade space designed for private or shared use by a building's residents such as balconies, patios, enhanced bicycle parking, fitness rooms, theatre rooms, children's playrooms, co-working facilities, outdoor landscaped areas, and uses that are similar in the opinion of the Development Officer.
- (b) **Drinking Establishment Use** means premises whose primary purpose is serving liquor to the public, and which is licensed under the Nova Scotia Liquor Control Act, as amended from time to time.
- (c) **Enhanced Bicycle Parking** means any of the following: bicycle parking in excess of the minimums required by the Land Use By-law in terms of quantity or class; and the provision of bicycle parking that accommodates and secures bicycle trailers and cargo bikes.
- (d) **Landscape Architect** means a professional full member in good standing with the Atlantic Provinces Association of Landscape Architects.
- (e) **Yard** means an open space at grade between a building and the adjoining lot lines unoccupied and unobstructed by any portion of a permanent structure from the ground upward except as otherwise provided in this Agreement.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 22797:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan and Preliminary Landscaping Plan
Schedule C	West Elevation
Schedule D	North Elevation
Schedule E	East Elevation
Schedule F	South Elevation

3.2 Requirements Prior to Approval

3.2.1 Prior to any site work on the Lands, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer in writing:

- (a) Written confirmation and photograph demonstrating that the existing structures on the Lands have been removed;
- (b) A detailed Erosion and Sedimentation Control Plan in accordance with Section 5.2 of this Agreement;
- (c) A detailed Site Grading and Stormwater Management Plan in accordance with Section 5.2 of this Agreement; and
- (d) A detailed Site Disturbance Plan in accordance with Section 5.2 of this Agreement.

3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer in writing:

- (a) A detailed Landscape Plan in accordance with Section 3.9 and Schedule B of this Agreement;
- (b) A detailed Lighting Plan in accordance with Section 3.7 of this Agreement; and
- (c) Written confirmation from a Structural Engineer that all designs for landscaped areas designed to be installed on any rooftop level of the building are sufficient to support any additional weight caused by the landscaped area.

3.2.3 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer in writing:

- (a) Written confirmation from a qualified professional of compliance with the detailed Landscape Plan required pursuant to Section 3.9.3 of this Agreement, or the posting of Security in accordance with Section 3.9.4 of this Agreement; and
- (b) Written confirmation from the HRM Development Engineer indicating compliance with Section 4.2 of this Agreement.

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

3.3 General Description of Land Use

3.3.1 The uses of the Lands permitted by this Agreement are the following:

- (a) One five-storey apartment building with ground floor residential and commercial uses, excluding adult entertainment uses, adult cabarets, adult theatres, billboards, cannabis production facilities, and uses that would cause a nuisance or a hazard to the public; and
- (b) At least 30% of dwelling units shall contain two or more bedrooms.

3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Dartmouth Land Use By-law, as amended from time to time.

3.4 Building Siting

3.4.1 The building's siting, height, exterior design, materials and massing shall be in general conformance with Schedules B through F, subject to Section 3.4 of this Agreement.

3.4.2 The building's siting, bulk and scale shall comply with the following:

- (a) The building shall be a minimum of 3 metres from the Caledonia Road streetline;
- (b) Minimum yards shall be required as follows:
 - (i) South side yard: 10 metres
 - (ii) East side yard: 5 metres
 - (iii) Kennedy Drive streetline: 1.5 metres
- (c) The maximum height of the building shall not exceed 16 metres, excluding elevator and stair enclosures.

3.5 Architectural Requirements

3.5.1 The main entrances to the building shall be emphasized by detailing, changes in materials, and other architectural devices. At least one main door shall face Caledonia Road. Service entrances shall be integrated into the design of the building and shall not be a predominant feature.

3.5.2 The façade facing Caledonia Road shall be designed and detailed as a primary façade and shall ensure all architectural treatments be continued around all sides of the building as identified on the Schedules.

3.5.3 Blank or unadorned walls in excess of 18 square metres shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).

3.5.4 Any exposed foundation in excess of 0.75 metres in height and 2 square metres in total area shall be architecturally detailed or veneered with stone or brick.

3.5.5 Exterior building materials shall not include plywood, unpainted or unstained wood, or vinyl siding.

3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

- 3.5.7 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Caledonia Road, Kennedy Drive or abutting residential properties. No mechanical equipment or exhaust fans shall be located between the building and adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.8 That part of the first-floor front façade with ground floor commercial uses must be 75% windows, doors or other treatment sufficiently transparent to provide view of the interior of the building. Windows shall be vertically proportioned wherever possible.
- 3.5.9 Fixed or retractable awnings are permitted at ground floor level provided the awnings are designed as an integral part of the building façade.
- 3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.5.11 Multiple storefronts shall be visually unified with complementary architectural forms and similar materials and colours.
- 3.5.12 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Caledonia Road and Kennedy Drive, and from adjacent residential uses. These facilities shall be secured in accordance with the requirements of the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.6 Parking, Circulation and Access

- 3.6.1 At least 40 vehicle parking spaces shall be provided inside the building on the Lands.
- 3.6.2 Surface parking shall not be required but shall be permitted on the Lands in accordance with the following:
 - (a) Surface parking lots shall be located a minimum of 2 metres from any residential or commercial doorway;
 - (b) Limits of surface parking lots shall be defined by fencing or landscaping or curb; and
 - (c) No surface parking shall be permitted within the yards abutting Caledonia Road and Kennedy Drive.
- 3.6.3 All driving lanes, walkways, and surface parking facilities on the Lands shall have a hard-finished surface such as asphalt, concrete, or interlocking precast concrete paver stones. Permeable hard surfaces are acceptable and shall be adequately maintained.
- 3.6.4 All driving lanes on the Lands shall be a minimum of 3 metres wide for one direction traffic and 6 metres wide for two direction traffic.
- 3.6.5 Bicycle parking shall be required in accordance with the Dartmouth Land Use By-law.

3.7 Outdoor Lighting

- 3.7.1 A Lighting Plan shall be prepared by a qualified professional and provided to the Development Officer demonstrating compliance with this section of this Agreement.
- 3.7.2 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be sufficient to promote safety and security and arranged so as to divert light away from streets, adjacent lots and buildings.

- 3.7.3 Buildings may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings, and does not flash, move or vary in intensity such that it creates a nuisance or hazard to public safety.
- 3.7.4 All pedestrian pathways on the Lands shall be uniformly lighted along the entire length of the pathway.

3.8 Amenity Space

- 3.8.1 Amenity space on the Lands shall be provided at a rate of 5.0 square metres per dwelling unit.
- 3.8.2 Except for amenity space associated with an individual dwelling unit, all amenity space required by Subsection 3.8.1 of this Agreement shall be:
- (a) provided in increments of at least 30 contiguous square metres; and
 - (b) barrier-free and accessible to all building residents.

3.9 Landscaping

- 3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).
- 3.9.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan that complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect and comply with all provisions of this section.
- 3.9.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.9.4 Notwithstanding Section 3.9.3, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 Maintenance

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

3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better, in the opinion of the Development Officer.

3.11 Signs

3.11.1 The sign requirements shall be accordance with the Dartmouth Land Use By-law, as amended from time to time, except as otherwise required by this Agreement.

3.11.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.

3.11.3 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

3.11.4 Signs shall only be externally illuminated.

3.12 Temporary Construction Building

3.12.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.13 Screening

3.13.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.13.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Caledonia Road and Kennedy Drive and from adjacent properties with residential uses. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.14 Hours of Operation

3.14.1 Restaurant uses and Drinking Establishment uses shall only be permitted to operate between the hours of 5:00 am and midnight.

3.14.2 Deliveries to the building and the collection of refuse and recyclables shall occur only between the hours of 7:00am and 10:00pm.

3.14.3 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 Off-Site Disturbance

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

4.3 Undergrounding Services

- 4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to the building shall be underground installation.

4.4 Solid Waste Facilities

- 4.4.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time.
- 4.4.2 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 5.1.1 All private storm water facilities shall be maintained in good order to maintain full storage capacity by the owner of the lot on which they are situated.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.3 Archaeological Monitoring and Protection

5.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.4 Sulphide Bearing Materials

5.4.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Changes to landscaping requirements;
- (b) The granting of an extension to the date of Commencement of Construction as identified in Section 7.3.1 of this Agreement;
- (c) Changes to the length of time for the Completion of Development as identified in Section 7.4.3 of this Agreement;
- (d) Changes to architectural requirements that do not impact the massing of the building; and
- (e) Changes to sign requirements.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

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

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within four (4) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.1.

7.4 Completion of Development

- 7.4.1 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.
- 7.4.2 Upon the completion of the whole development, or at such time that policies applicable to the Lands have been amended, Council may review this Agreement, in whole or in part, and may:
 - (a) Retain the Agreement in its present form;
 - (b) Negotiate a new Agreement; or
 - (c) Discharge this Agreement.
- 7.4.3 In the event that development on the Lands has not been completed within ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
 - (a) Retain the Agreement in its present form;
 - (b) Negotiate a new Agreement;
 - (c) Discharge this Agreement; or
 - (d) For those portions of the development which have been completed, discharge this Agreement and apply appropriate zoning pursuant to the Dartmouth Municipal Planning Strategy and Land Use By-law for Dartmouth, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 60 days written notice of the failure or default, then in each such case:

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

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.

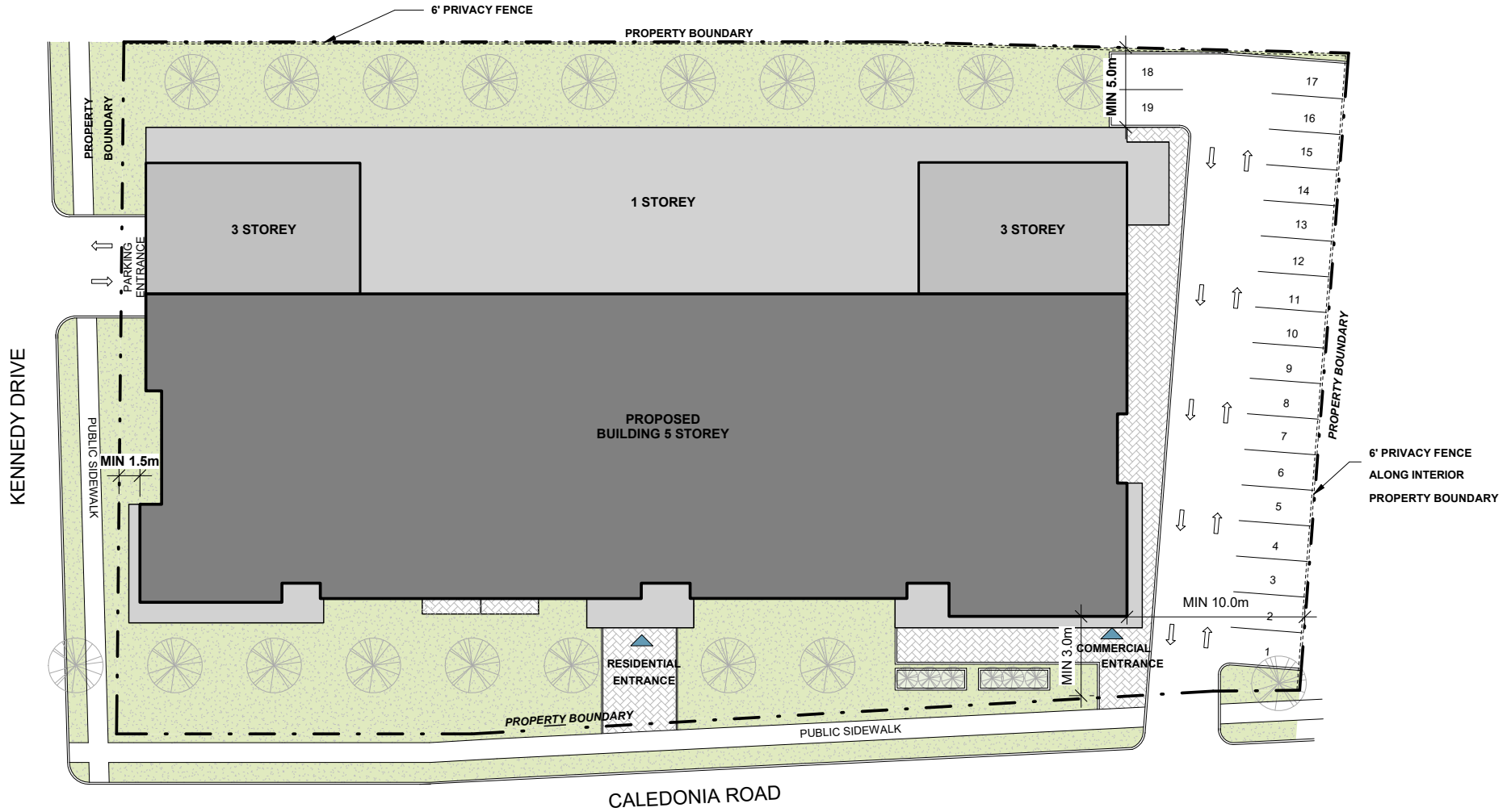
A Commissioner of the Supreme Court
of Nova Scotia

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 Ian MacLean, 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

Schedule B: Site Plan and Preliminary Landscaping Plan



NOTE: DETAILED LANDSCAPE PLAN TO BE PROVIDED BY LANDSCAPE ARCHITECT AT BUILDING PERMIT STAGE

CALEDONIA ROAD
 CALEDONIA ROAD, DARTMOUTH NS

SITE + PRELIMINARY LANDSCAPING
 PLAN - SCHEDULE B

Project No: 2019-30
 Scale: 1 : 300
 Date: 9/21/2020
 11:46:46 AM



WM FARES
 ARCHITECTS

D001

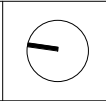
Schedule C: West Elevation



CALEDONIA ROAD
 CALEDONIA ROAD, DARTMOUTH NS

WEST ELEVATION - SCHEDULE C

Project No: 2019-30
 Scale: 1" = 20'-0"
 Date: 9/21/2020 11:46:47 AM



WM FARES
 ARCHITECTS

D301

Schedule D: North Elevation



CALEDONIA ROAD
 CALEDONIA ROAD, DARTMOUTH NS

NORTH ELEVATION - SCHEDULE D

Project No: 2019-30
 Scale: 1/16" = 1'-0"
 Date: 9/21/2020 11:46:48 AM



WM FARES
 ARCHITECTS

D302

Schedule E: East Elevation



CALEDONIA ROAD
 CALEDONIA ROAD, DARTMOUTH NS

EAST ELEVATION - SCHEDULE E

Project No: 2019-30
 Scale: 1" = 20'-0"
 Date: 9/21/2020 11:46:52 AM



WM FARES
 ARCHITECTS

D304

Schedule F : South Elevation



CALEDONIA ROAD
 CALEDONIA ROAD, DARTMOUTH NS

SOUTH ELEVATION - SCHEDULE F

Project No: 2019-30
 Scale: 1/16" = 1'-0"
 Date: 9/21/2020 11:46:51 AM



WM FARES
 ARCHITECTS

D303

Attachment C: Review of Relevant Dartmouth MPS Policies

Regional Municipal Planning Strategy – Implementation Policies	
Policy	Staff Comment
<p>Policy G -15 In considering development agreement applications pursuant to the provisions of this Plan, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</p>	
<p>(d) if applicable, the requirements of policies E-10, T-3, T-9, C-14, CH-14 and CH-16.</p>	<p>See below.</p>
<p>Policy E-10 The recommendations of the Urban Forest Master Plan, adopted in principle by HRM in September 2012, shall be considered in planning, programming and regulatory activities related to managing and enhance the urban forest cover in HRM.</p>	<p>The Urban Forest Master Plan locates the subject site within the Tam o' Shanter sub-community.</p> <p>Existing tree canopy: 28% Target tree canopy: 70%</p> <p>The Urban Forest Master Plan does not identify the Tam o' Shanter sub-community as a priority and does not recommend requiring property owners to increase tree canopy on their property.</p>
<p>Policy T-3 T-3 When preparing secondary planning strategies or negotiating development agreements, HRM shall consider:</p> <p>(a) protecting greenways from development that would disrupt the continuity of planned greenways; (b) requiring planned greenways to be built by developers to HRM standards when the land abutting them is developed; and (c) requiring new development be connected to, and provide access to, existing and planned greenways.</p>	<p>Not applicable – there are no existing or planned greenways on or across the subject site.</p>
<p>Policy T-9 T-9 HRM shall require mixed use residential and commercial areas</p>	<p>The subject site is located within the urban service boundary and on an active transit route.</p>

<p>designed to maximize access to public transit (Transit Oriented Development) within the Urban Transit Service Boundary through secondary planning strategies and shall strive to achieve the intent of this policy through use of by-law amendments, development agreements and capital investments.</p>	<p>The proposed development is for infill development that would add residential density inside the urban service boundary.</p>
<p>Policy EC-14 EC-14 When considering an amendment to secondary planning strategies, land use by-laws or development agreements to permit new residential development in proximity to harbour related industrial uses, consideration shall be given to the potential for nuisances and compatibility issues and the importance to HRM in protecting the viability of the marine related industrial uses.</p>	<p>Not relevant – there are no harbour related uses around the subject site.</p>
<p>Policy CH-14 CH-14 HRM shall adopt the <i>Standards & Guidelines for the Conservation of Historic Places in Canada, 2nd Edition</i> (hereinafter referred to as the <i>Standards & Guidelines</i>) in place of its existing Heritage Building Conservation Standards and amend the Heritage Property Bylaw, Barrington Street Heritage Conservation District Bylaw, Downtown Halifax Secondary Municipal Planning Strategy, Downtown Halifax Land Use Bylaw, and other secondary planning strategies, and land use bylaws, as necessary, to effect this change.</p>	<p>Not relevant – the subject site is not close to any heritage buildings.</p>
<p>Policy CH-16 CH-16 For lands abutting federally, provincially or municipally registered heritage properties, HRM shall, when reviewing applications for development agreements, rezonings and amendments pursuant to secondary planning strategies, or when reviewing the provision of utilities for said lands, consider a range of design solutions and architectural expressions that are</p>	<p>Not relevant – the subject site is not close to any heritage buildings.</p>

<p>compatible with the abutting federally, provincially or municipally registered heritage properties by considering the following...</p>	
---	--

Dartmouth Municipal Planning Strategy - Implementation Policies	
--	--

Policy	Staff Comment
<p>Policy IP-1 (b) Map 10 (Generalized Future Land Use) shows the distribution of the generalised land use designation within the plan area</p> <p>Tables 4, 4a and 4b identify, in matrix form, the permitted uses under each generalized land use category. The uses permitted in the Zoning By-law shall be consistent with uses permitted under each category as shown in matrix form on Tables 4, 4a and 4b.</p> <p>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.</p> <p>An area immediately adjacent a given generalized land use designation may be 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.</p>	<p>This is the enabling policy for Council to consider the rezoning and development agreement.</p> <p>The subject site is designated C (Commercial) on the Dartmouth MPS Generalized Future Land Use Map.</p> <p>Dartmouth MPS Table 4 allows medium and high density multiple unit dwellings in the C (Commercial) designation.</p> <p>The rezoning being requested is from C-1 (Local Business) to C-2 (General Business). This would be a zoning amendment within a generalized land use category, and HEMDCC may consider this map amendment without an MPS amendment.</p>
<p>Policy IP-1 (c) In considering zoning amendments and contract zoning, Council shall have regard to the following:</p>	
<p>(1) that the proposal is in conformance with the policies and intent of the Municipal Development Plan;</p>	<p>Staff advise that the proposal is reasonably consistent with the polices and intent of the Dartmouth Municipal Planning Strategy and Regional Municipal Planning Strategy.</p>

<p>(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;</p>	<p>Existing development form in the area includes one and two storey dwellings that have 1-3 units, small apartment buildings, and a larger apartment building including the following:</p> <ul style="list-style-type: none"> ● 8-storey multi-unit dwelling at 15 Kennedy Drive; ● 3-storey multiple unit dwelling at 9-11 Kennedy Drive; ● 3 storey multi-unit dwelling at Roleika Drive; <p>Abutting land uses include:</p> <ul style="list-style-type: none"> ● Public streets and sidewalks; ● HRM owned park with playground, east of the subject site; ● A single storey single unit dwelling at 83 Caledonia Road; ● 3-storey multiple unit dwelling at 10 Kennedy Drive; ● HRM-owned right-of-way for central sanitary services – this parcel is owned outright by HRM and is not an easement. <p>Proposed uses:</p> <ul style="list-style-type: none"> ● Multiple Unit Dwelling – 59 dwelling units; ● General Commercial – 361 m² <p>Staff have no concerns with respect to the compatibility and consistency of the proposed uses with existing adjacent uses. There are several other multiple unit dwellings in the area surrounding the subject site, and neighbourhood scale commercial uses scattered within the existing neighbourhood.</p> <p>The proposed building is an appropriate bulk and scale for the size and location of the lot, and consistent and compatible with the existing development form.</p>
<p>(3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries;</p>	<p>Fencing is proposed for the south property line, which is adjacent to the proposed surface parking facilities, and for the rear property line. Some new trees are also proposed for the side and back yards.</p>

<p>(4) that the proposal is not premature or inappropriate by reason of:</p>	
<p>(i) the financial capability of the City is to absorb any costs relating to the development;</p>	<p>No concerns – staff do not anticipate any costs to arise from this proposal.</p>
<p>(ii) the adequacy of sewer and water services and public utilities;</p>	<p>This application was reviewed by Halifax Water – no concerns were brought forward.</p>
<p>(iii) the adequacy and proximity of schools, recreation and other public facilities</p>	<p>The Halifax Regional Centre for Education is mandated to provide primary – grade 12 education, regardless of capacity at neighbourhood schools. Staff have no particular concerns regarding capacity at the neighbourhood schools in the subject area. Neighbourhood schools include the following:</p> <p>English language:</p> <ul style="list-style-type: none"> ● Ian Forsyth Elementary School ● Caledonia Junior High ● Prince Andrew High School <p>Early French immersion:</p> <ul style="list-style-type: none"> ● Shannon Park Elementary School ● Dartmouth South Academy ● Dartmouth High School <p>Late French immersion:</p> <ul style="list-style-type: none"> ● Caledonia Junior High ● Dartmouth High School <p>Recreation, social and cultural amenities in the area of the subject site include the following:</p> <ul style="list-style-type: none"> ● Beazley Field; ● East Dartmouth Community Centre; ● Cole Harbour Place and the Cole Harbour Branch of the Halifax Regional Library; ● Community parks within the surrounding neighbourhoods, including a small park with a playground abutting the subject site to the northeast; ● Ian Forsyth Elementary School Park; ● Concrete sidewalks on both sides of Caledonia Road, on the south side of Kennedy Drive abutting the subject site, and on the west side of Roleika Drive.

<p>(iv) the adequacy of transportation networks in adjacent to or leading to the development;</p>	<p>This application was reviewed by HRM Traffic Management and no concerns were brought forward.</p>
<p>(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas;</p>	<p>No concerns – the subject site is not close to any water bodies or courses.</p>
<p>(vii) the presence of natural, historical features, buildings or sites;</p>	<p>No concerns – there are no natural, historical features, buildings or sites close to the subject site.</p>
<p>(viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized;</p>	<p>No concerns – the proposal is for infill residential development within an established community. The subject site is serviced with central water and sanitary services, sidewalks, streets, public transit and adjacent green space.</p> <p>The proposed development would add residential density to an existing neighbourhood and would not create a scattered development pattern.</p>
<p>(ix) the detrimental economic or social effect that it may have on other areas of the City.</p>	<p>No concerns.</p>
<p>(5) that the proposal is not an obnoxious use;</p>	<p>No concerns – proposed uses are residential and general commercial uses.</p> <p>The subject site is currently zoned C-1 (Local Commercial), and local commercial uses could be pursued by-right regardless of any rezoning.</p>
<p>(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:</p>	<p>See below.</p>
<p>(i) type of use, density, and phasing;</p>	<p>Staff have no concerns with respect to the compatibility of the proposed uses. There are several other multiple unit dwellings in the surrounding area. The existing local commercial use is longstanding, and the floor space dedicated</p>

	<p>to commercial uses would be reduced in area with the proposal.</p> <p>The proposed density (54 units per acre) is not a concern and is comparable to residential density in the other multiple unit dwellings in the surrounding area. The proposed setbacks from property lines are as follows:</p> <ul style="list-style-type: none"> ● 1.5 metres from Kennedy Drive streetline; ● 3 metres from Caledonia Road streetline; ● 10 metres south side yard; and ● 5 metres east side yard; <p>Staff consider these proposed setbacks to be reasonable considering the existing development form and the scale of the building being proposed.</p> <p>The proposed height (5 storeys, 16 metres) and bulk are moderate considering other structures in the area and the size of the lot (4,582 m²).</p> <p>Fencing is proposed for the south and southeast property lines to maintain privacy and further reduce potential conflicts.</p> <p>There are no plans to phase the proposed development.</p>
(ii) emissions including air, water, noise;	No concerns.
(iii) traffic generation, access to and egress from the site, and parking;	This application was reviewed by HRM Traffic Management and no concerns were brought forward.
(iv) open storage and landscaping;	The Applicant has provided a preliminary landscape plan showing vegetation in the rear, front and flankage yards. No vegetation is proposed for the surface parking lot in the southern side yard.
(v) provisions for pedestrian movement and safety;	Existing pedestrian access to the HRM park abutting the subject site to the east would be removed. HRM may choose to consider alternative access to the park from Kennedy Drive.

	The existing concrete sidewalks abutting the subject site on Caledonia Road and Kennedy Drive would remain.
(vi) management of open space, parks, walkways;	There are currently two accesses to the abutting HRM park across the subject site, one formal and one informal. Neither of these would be maintained.
(vii) drainage both natural and sub-surface and soil-stability;	No concerns - subject site is flat.
(viii) performance bonds.	The development agreement would provide the option to pay a performance bond if landscaping is not complete before occupancy.
(7) suitability of the proposed site in terms of steepness of slope, soil conditions, rock out-croppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors.	No concerns – the subject site is flat.
<p>Policy IP-5</p> <p>It shall be the intention of City Council to require Development Agreements for apartment building development in R-3, R-4, C-2, MF-1 and GC Zones. Council shall require a site plan, building elevations and perspective drawings for the apartment development indicating such things as the size of the building(s), access & egress to the site, landscaping, amenity space, parking and location of site features such as refuse containers and fuel storage tanks for the building.</p> <p>In considering the approval of such Agreements, Council shall consider the following criteria:</p>	
(a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;	The proposed building would be compatible with the existing neighbourhood with respect to exterior design, height, bulk and scale. The building is well designed and articulated to provide an interesting façade and a functioning interface with the public realm. The proposed building presents a five storey streetwall, but this is

	<p>mitigated by being set back 3 metres from the streetline, and by awnings extending into the front and flankage yards which would function to break up the streetwall and provide pedestrian-level detail.</p> <p>The height of the proposed building (5 storeys, 16 metres) is moderate in comparison to existing built form in the existing neighbourhood, and bulk and scale are consistent with both the existing neighbourhood and the size of the lot (4,582 m²).</p>
(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;	The proposed development agreement includes specific controls on height, size, bulk, density and lot coverage.
(ii) traffic generation, access to and egress from the site; and	This application was reviewed by HRM Traffic Management and no concerns were brought forward.
(iii) parking;	<p>A combination of surface and indoor, at-grade parking is proposed for the development, with a ratio of slightly more than one vehicle parking space for each dwelling unit (44 indoor spaces, 19 surface spaces are proposed for 59 dwelling units).</p> <p>The proposed development agreement allows flexibility with respect to the number of outdoor surface vehicle parking spaces to be provided; the proposed development agreement permits but does not require outdoor surface parking.</p> <p>Bicycle parking would be required to comply with the requirements of the Dartmouth LUB, which would require 30 bicycle parking spaces (24 Class A, 6 Class B).</p>
(c) adequacy or proximity of schools, recreation areas and other community facilities;	See discussion of Policy IP-1(c)(4)(iii), above.

<p>(d) adequacy of transportation networks in, adjacent to, and leading to the development;</p>	<p>This application was reviewed by HRM Traffic Management and no concerns were brought forward.</p>
<p>(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;</p>	<p>The proposed agreement would require 5 m² of amenity space per dwelling unit. This amount of amenity space is comparable to amenity space required in similar developments in HRM.</p>
<p>(f) that mature trees and other natural site features are preserved where possible;</p>	<p>No concerns - the subject site is currently fully developed with the existing commercial use and associated surface parking. There are no mature trees on the site.</p>
<p>(g) adequacy of buffering from abutting land uses;</p>	<p>No concern – the proposed structure is set back 10 metres from the south property line and would be separated from the abutting single unit dwelling by a wooden privacy fence. Surface parking would be located in the southern side yard. Staff consider this to be adequate buffering.</p> <p>A 5 metre yard would separate the proposed structure from the abutting HRM park, also with a wooden privacy fence. Staff consider this to be an adequate buffer.</p>
<p>(h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and</p>	<p>No concerns - subject site is flat.</p>
<p>(i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).</p>	<p>See above.</p>