



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

**Item No. 10.1.2**  
**Harbour East Marine Drive Community Council**  
**Special Meeting**  
**June 24, 2021**  
**August 5, 2021**

**TO:** Chair and Members of Harbour East Marine Drive

***-Original Signed-***

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

**DATE:** June 8, 2021

**SUBJECT:** Case 22491: Development Agreement for 46 Maple Street, Dartmouth

**ORIGIN**

Application by ZZAP Architecture and Planning

**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 notice of motion to consider the proposed development agreement, as set out in Attachment A, to develop a 20 unit, stacked townhouse development on lands at 46 Maple St., Dartmouth and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the 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**

ZZAP Architecture and Planning, on behalf of the owner O'Regan's Ltd., is applying to develop a 20-unit stacked townhouse form residential development at 46 Maple St, which is located at the corner of Maple and Thistle Streets, in Downtown Dartmouth.

<b>Subject Site</b>	46 Maple Street
<b>Location</b>	Northeast corner of Maple St. and Thistle St.
<b>Regional Plan Designation</b>	Urban Settlement
<b>Community Plan Designation (Map 1)</b>	Higher Order Residential
<b>Zoning (Map 2)</b>	HR-1 (Higher Order Residential – 1)
<b>Size of Site</b>	2,062 sq. m (22,200 sq. ft.)
<b>Street Frontage</b>	36.5m (120 ft.) on Maple Street, and 55m (180 ft.) on Thistle Street
<b>Current Land Use(s)</b>	Vehicle storage
<b>Surrounding Use(s)</b>	Low Density residential, made up of single unit residential, and semi attached dwellings

### **Proposal Details**

The applicant proposes to build a 20-unit development of stacked townhouses. The major aspects of the proposal are as follows:

- 20 residential units of which 25% are required to be a minimum of 3 bedroom units;
- 18 parking spaces, including 1 accessible space; and
- 55 sq. m of common outdoor amenity space.

### **Enabling Policy and LUB Context**

The Downtown Dartmouth MPS and Land Use By-law no longer regulate properties identified in Package A of the Regional Centre Plan area. These lands are instead regulated by the Regional Centre Secondary Municipal Planning Strategy and Land Use By-law (Package "A"). However, Policy 10.25 of the Regional Centre SMPS allows for applications which were on file before Council gave notice of its intent to consider the adoption of the Package "A" planning documents (August 24, 2019) to continue to be considered under the existing policies in effect on the date of the notice. Additionally, Policy 10.25 requires that the application must proceed to a public hearing within 24 months of the effective date of the adoption of the RCSMPS (September 17, 2019).

This application meets the criteria of Policy 10.25, and therefore the proposal may be evaluated in accordance with the Downtown Dartmouth MPS policies, as requested by the applicant, which requires approval by Community Council before a building can be constructed. This enabling policy requires the proposal to be considered under the former Downtown Dartmouth MPS Policy N-5 (since deleted) which identified opportunity sites within the plan area that would be suitable for increased density, and as such would allow the consideration of townhouses and low-rise apartment buildings. Additionally, Policy 10.26 requires that applications considered under policy 10.25 include project commencement dates not exceeding three years, and project completion dates not exceeding 6 years.

The subject property is zoned Higher Order Residential 1 (HR-1) under the Centre Plan. The Higher Order Residential zone generally allows lower density residential uses.

## **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site and 274 letters mailed

to property owners within the notification areas shown on Map 2 of this report. From January 1, 2020 until May 26, 2021 the website had 1,291 pageviews (871 unique hits) with an average of 2:34 spent on the page. The public comments received include the following topics:

- Concern over traffic;
- Concern over driveway location;
- Concerns over stormwater management; and
- Concerns over impacts on nearby trees.

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

## **DISCUSSION**

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

### **Proposed Development Agreement**

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

- Allows 20 units in a stacked townhouse format, and requires a minimum of 25% of the units to be 3 bedrooms;
- 55 sq. m of outdoor amenity space as either a children's play area or landscaped area;
- Requires 18 parking spaces;
- Provides screening and a landscaped buffer around the northern and eastern property lines; and
- Allow for extensions to the dates of commencement and the dates of completion through a non-substantive amendment to the DA.

The attached development agreement will permit 20 residential units, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

### **Stormwater Concerns**

Many members of the public expressed concern over existing stormwater issues on and around the site and noted flooding issues being common in the spring. At the time of application, the site had a stormwater easement across the northern section of the site where water was piped from Brightwood Golf Course, across the street to a retention pond on the southern part of the adjacent property on Thistle Street and this water was then piped again across this site and out to the street. Since the time when this application was first submitted, Halifax Water has undertaken a project to update the stormwater systems in this area and this project is currently out to tender and scheduled to be constructed in the summer of 2021. The project will reroute the stormwater so it no longer is required to go through the applicant's site and the existing easement will be extinguished. It is anticipated that these upgrades will remedy these issues. In the unlikely event that Halifax Water's stormwater project be delayed, the easement would remain on the site until Halifax Water removes the infrastructure. This easement goes over the proposed parking area and is outside of the area required for the construction of the buildings. Halifax Water has reviewed these plans and, as the parking area is not a permanent structure, confirmed that they do not have any concerns with the proposal.

### **Built Form and Design**

The building is designed to appear similar to a townhouse, with the exception that there will be 2 units in each of the 10 vertical sections, for a total of 20 units. The upper units will be accessed from Thistle Street and will also have an access from the parking area. The lower units will only be accessed through the parking area. The height is visually consistent with the height of surrounding buildings as there is a significant grade change from Thistle Street to the developable land on the site. The lower units on the site would be below the street grade of Thistle Street, and at street grade of Maple Street.

The area is adjacent to an established low density residential area and is across the street from existing semi-detached dwellings. The density of this proposal is higher than the surrounding area, but the buildings replicate the rhythm of the surrounding neighbourhoods effectively.

### **Density**

Policy N-5 (b)(i) (deleted) states that the development shall not exceed a maximum density of 35 units per net acre and a height of three storeys. Minor variations in these limits may be considered where the proposal clearly offers substantial benefits to the neighbourhood in terms of additional open space, landscaping, and urban design amenities or where there are unique site conditions which justify variations in height or density in order to minimize site disturbance. In this case, the site is .51 of an acre with a proposed 20 units for a total of 39.2 units/ net acre. The site has unique site conditions in that the grade changes are so significant that developing a building that relates to Thistle Street would require either significant fill on the site, which would cause issues on Maple Street, or additional height to bring the building up to Thistle Street. The form generally is compatible with the surrounding area and allows for the site to be redeveloped and integrated into the community.

Policy N-5 (a) requires that a minimum of 25% of housing should be designed to accommodate families with children. The development agreement complies with this policy by requiring that 25% of the units be 3 bedrooms.

### **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 height of the development is consistent with the height in the surrounding areas, the density meets the requirements of the policy and the form is reasonably consistent with the surrounding area. Therefore, staff recommend that the Harbour East Marine Drive Community Council approve the proposed development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2021-2022 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 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 development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Harbour East Marine Drive Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

Map 1: Generalized Future Land Use  
Map 2: Zoning and Notification Area

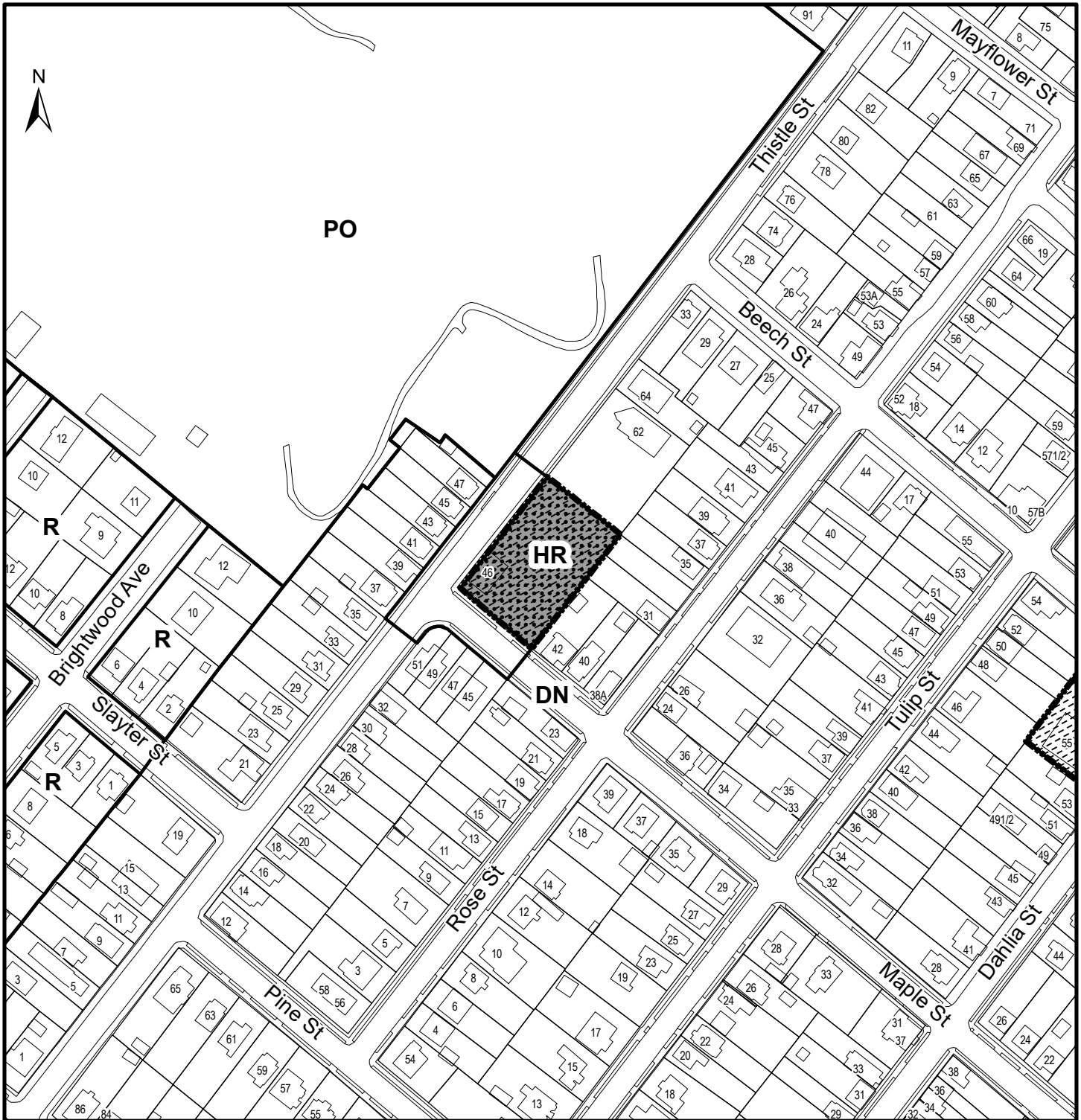
Attachment A: Proposed Development Agreement  
Attachment B: Review of Relevant MPS Policies

---

A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.



Report Prepared by: Jennifer Chapman, Planner III 902.225.6742

---



**Map 1 - Generalized Future Land Use**

46 Maple St  
Dartmouth

-  Subject Property
-  Regional Centre Package A

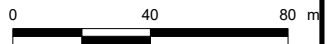
**Designation - Dartmouth**

- PO Park & Open Space
- R Residential
- DN Downtown Neighbourhood

**Designation - Regional Centre**

- HR High-Order Residential

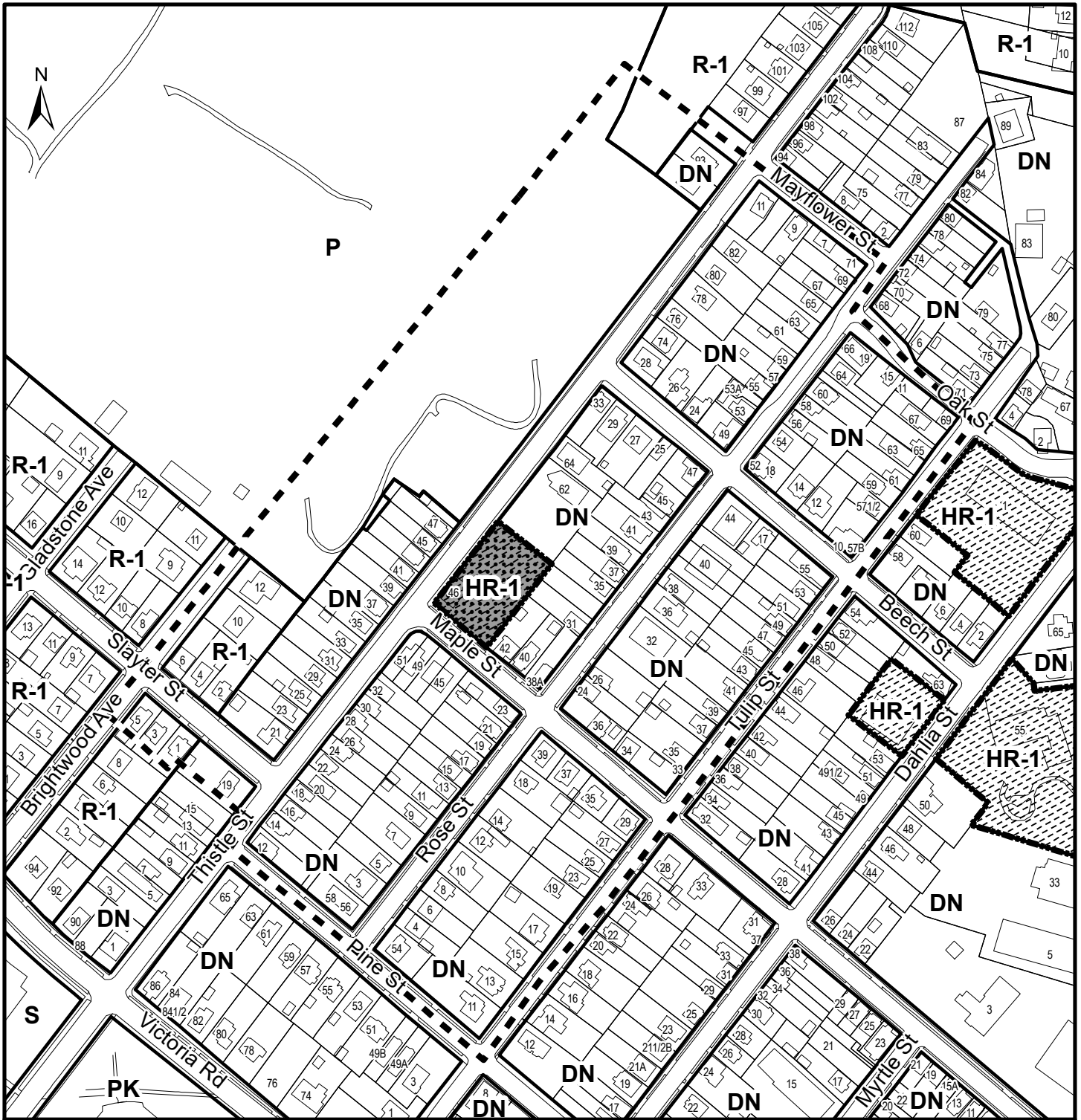
**HALIFAX**



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.

Regional Centre Package A Plan Area,  
Downtown Dartmouth Plan Area





### Map 2 - Zoning and Notification

46 Maple St  
Dartmouth

**HALIFAX**

 Subject Property

 Area of Notification

 Regional Centre Package A

Downtown Dartmouth Land Use By-Law Area,  
Regional Centre Package A Land Use By-Law Area

#### Zone - Dartmouth

- P Park
- R-1 Single Family Residential
- DN Downtown Neighbourhood

#### Zone - Regional Centre

- HR-1 Higher-Order Residential 1



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

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

Attachment A – Proposed Development Agreement

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

BETWEEN:

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

-OR-

**[Insert Individual's name]** an individual, in the Halifax Regional Municipality **[or other applicable County]**, in the Province of Nova Scotia **[or other Province,]** (hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL**, 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 46 Maple Street, Dartmouth and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for a twenty unit, stacked townhouse development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, pursuant to Policy 10.25 of the Regional Centre Municipal Planning Strategy, and Policy N-5 of the Downtown Dartmouth Municipal Planning Strategy and Section 9(4) of the Downtown 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 Number 22491;

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

-----



Attachment A – Proposed Development Agreement  
**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 Land Use By-law for Downtown Dartmouth 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.

## Attachment A – Proposed Development Agreement

### 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) **Stacked Townhouse**: means a building containing three or more dwelling units attached side by side, two units high, where each unit has an independent entrance to the unit from the outside.

## 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 Number 22491:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Building Elevations

### 3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Grade Alteration Permit, the Developer shall post securities in accordance with Section 4.5.1 of this Agreement to the Development Officer, unless otherwise permitted by the Development Officer.
- 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, a Landscaping Plan in accordance with Section 3.8 of this Agreement.
- 3.2.3 Prior to the issuance of the first the Occupancy Permit for the building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan; and
- (b) Prior to the issuance of an Occupancy Permit, the Developer shall provide confirmation from a Licensed Architect that the Building complies with the requirements of Sections 3.4 and 3.5.

## Attachment A – Proposed Development 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 use(s) of the Lands permitted by this Agreement are the following:

- (a) 20 stacked townhouse units; and
- (b) Any uses permitted within the zone applied to the Lands subject to the provisions contained within the Land Use By-law for the Regional Centre as amended from time to time.

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 Regional Centre Land Use By-law, as amended from time to time.

3.3.3 Approximately 55m<sup>2</sup> of amenity space shall be provided as shown on Schedule B. This amenity space shall be a children's play area or a landscaped area that will include hard and soft landscaping elements including, but not limited to pavers, ground cover, planting beds and benches.

3.3.4 A minimum of 25% of the dwelling units shall be 3 bedrooms.

### **3.4 Building Siting**

3.4.1 The siting, mass, materials, design and scale of the stacked townhouses shall be generally in accordance with the Schedules attached to this development agreement.

### **3.5 Architectural Requirements**

3.5.1 The façades facing Thistle Street shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

3.5.2 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.

3.5.3 Any exposed foundation in excess of 0.6m in height and 1.5 square metres in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

3.5.4 Building materials shall be as indicated on Schedule C. Materials such as horizontal clapboard, shingles, vertical board and batten, corner boards and trim, and masonry/stone, in varying combination to articulate the components of the building and architectural intent shall be permitted. Building material systems shall be made from products including natural and cultured or manmade materials; including wood, stone, clay brick, cement, or vinyl provided the resemblance is in keeping with the architectural intent of the schedules.

## Attachment A – Proposed Development Agreement

- 3.5.5 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.
- 3.5.6 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Thistle Street and Maple Street or abutting residential properties through placement or screening. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the 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.
- 3.5.7 The arrangement of window, balconies, entrances and exterior features may be altered to accommodate the interior layout of the buildings as noted on the Schedules, provided that the arrangement is consistent with the general architectural intent of the Schedules, and under no circumstances shall the arrangement create a condition which results in large blank or unadorned walls.

### **3.6 Parking, Circulation and Access**

- 3.6.1 The parking area shall be generally sited as shown on Schedule B.
- 3.6.2 The parking area shall provide a minimum of 18 parking spaces.
- 3.6.3 The parking area shall be hard surfaced or gravelled, and the limits of the parking area shall be defined by fencing or landscaping or curb.
- 3.6.4 Notwithstanding Section 3.6.1, modifications to the parking layout and location of barrier free parking stalls are permitted, provided all setbacks from property lines as shown on Schedule B are maintained.

### **3.7 Outdoor Lighting**

- 3.7.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.8 Landscaping**

- 3.8.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).
- 3.8.2 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.3 The Landscape Plan shall include plantings and screening around the parking area of the property in addition to landscaping along the street frontage of the property as shown on the Schedule B.
- 3.8.4 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

## Attachment A – Proposed Development Agreement

Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

- 3.8.5 Notwithstanding Section 3.8.4 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 shall 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.

### **3.9 Maintenance**

- 3.9.1 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 Signs**

- 3.10.1 The sign requirements shall be accordance with the Regional Centre Land Use By-law as amended from time to time.

### **3.11 Temporary Construction Building**

- 3.11.1 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.

### **3.12 Screening**

- 3.12.1 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.
- 3.12.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Thistle Street and Maple Street and residential properties along the eastern property line. 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.
- 3.12.3 Privacy screening shall be provided on the eastern edge of the site, as shown on Schedule B, in the form of fencing and landscaping.
- 3.12.4 Landscaping will be provided in the privacy screening as required in 3.12.3 as one tree and three shrubs per 4.6 metres of required screening. Existing trees and shrubs may be calculated as part of the privacy screening.

## Attachment A – Proposed Development Agreement

3.12.5 Opaque fencing of a minimum of 1.8m metre in height, shall be provided around the property boundaries, as shown on Schedule B.

3.12.6 Any mechanical equipment shall be screened from view from adjacent properties or the amenity/playground area streets by means of opaque fencing or masonry walls with suitable landscaping.

### **3.13 Reinstatement**

3.13.1 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.14 Backyard and Secondary Suites**

3.14.1 Secondary Suites and Backyard Suites shall not be permitted.

## **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 Solid Waste Facilities**

4.3.1 The site 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 Undergrounding Services**

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

### **4.5 Outstanding Site Work**

4.5.1 Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

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

## Attachment A – Proposed Development Agreement

### **5.1 Private Storm Water Facilities**

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

### **5.2 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 have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

### **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) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
  - (b) The length of time for the completion of the development as identified in Section 7.4.4 of this Agreement.

### **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.

## Attachment A – Proposed Development Agreement

### **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 three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (c) discharge this Agreement.
- 7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.
- 7.4.3 Upon the completion of the whole development or complete phases of the 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;
  - (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 Halifax Municipal Planning Strategy and Land Use By-law for (insert), as may be amended from time to time.
- 7.4.4 In the event that development on the Lands has not been completed within six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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 six 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;



Attachment A – Proposed Development Agreement

- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

**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 30 days written notice of the failure or default, then in each such case:

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

Attachment A – Proposed Development 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**

Attachment A – Proposed Development 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

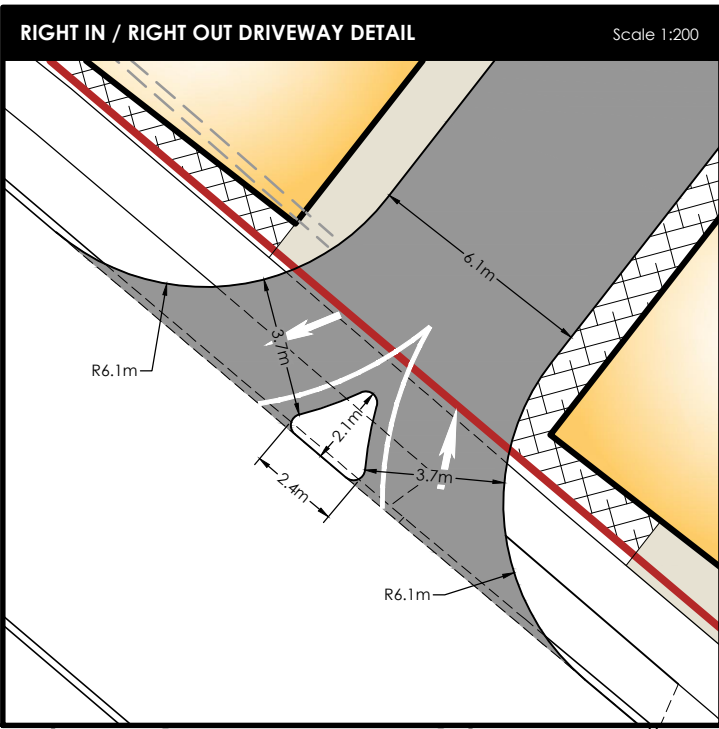
PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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 Iain 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

FILE: C:\Users\Ken.Zwickler\Documents\Projects - Planning\Projects - SOA\Maple Street\DWG\19-005-OREGANS-MAPLE-105.dwg SHEET: 11x17



**LEGEND**

- Site Boundary
- - - - - Adjacent Property Boundary
- Privacy Screening
- Fencing
- ▨ Landscape Areas

**SITE SUMMARY:**

- PID: 00043968
- Total Land Area: 22,024 SF
- Existing Zone: DN Zone

**UNIT COUNT:**

10 Townhouse Units  
 x 2 units (stacked) = **20 units**

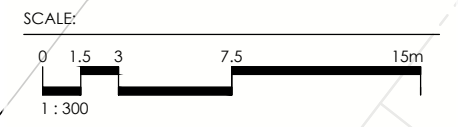
50% 1 bedroom (single storey)  
 50% 2 or 3 bedrooms (double storey)

**NOTES:**

- Site subject to by-law review and regulations.

**SOURCES:**

- Adjacent property lines and buildings are from provincial mapping.
- Plan based on file: '17212 Topo 46 and 42 Maple St.dwg'



**zap**  
 architecture + planning  
 1 Canal St, Dartmouth  
 NS B2Y 2W1 | zzap.ca

CLIENT

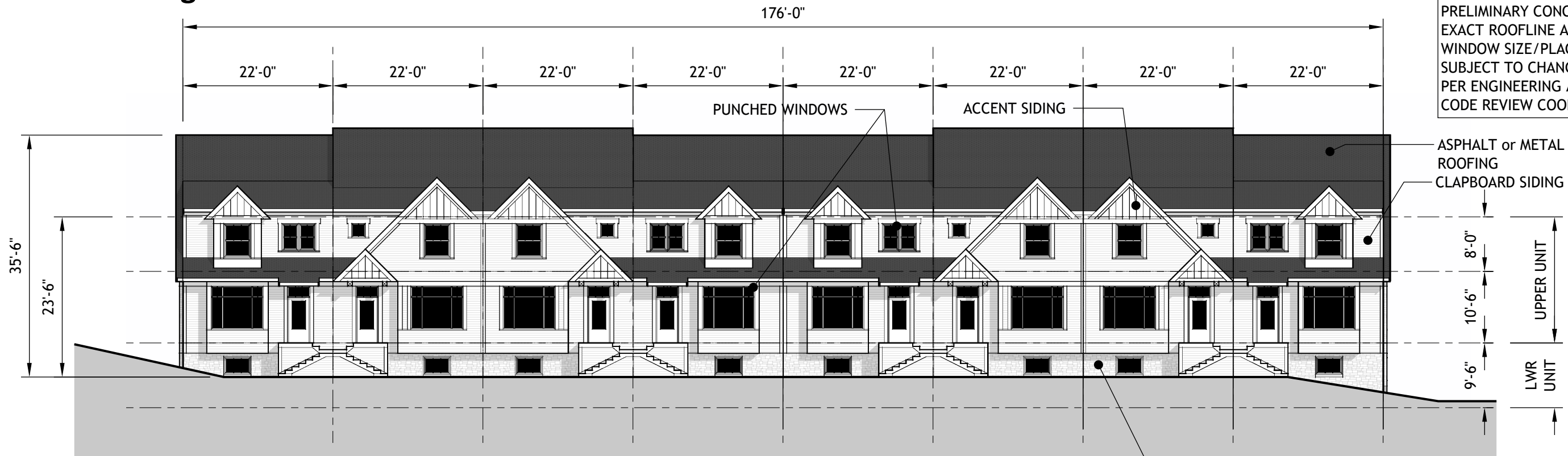
PROJECT  
**46 MAPLE STREET / THISTLE STREET**  
 Dartmouth, Nova Scotia

**Schedule B: SITE PLAN**

PROJECT NO. **19-005** DRAWING NUMBER  
 DRAWN BY: KW  
 ISSUED FOR REVIEW  
 DATE: APRIL 15, 2021  
**105**

# Schedule C: Building Elevations

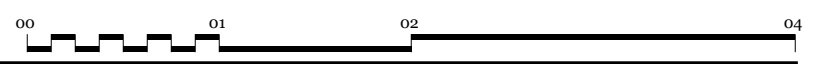
NOTE: GENERAL DEPICTION/  
PRELIMINARY CONCEPT ONLY.  
EXACT ROOFLINE AND  
WINDOW SIZE/PLACEMENT  
SUBJECT TO CHANGE  
PER ENGINEERING AND  
CODE REVIEW COORDINATION.



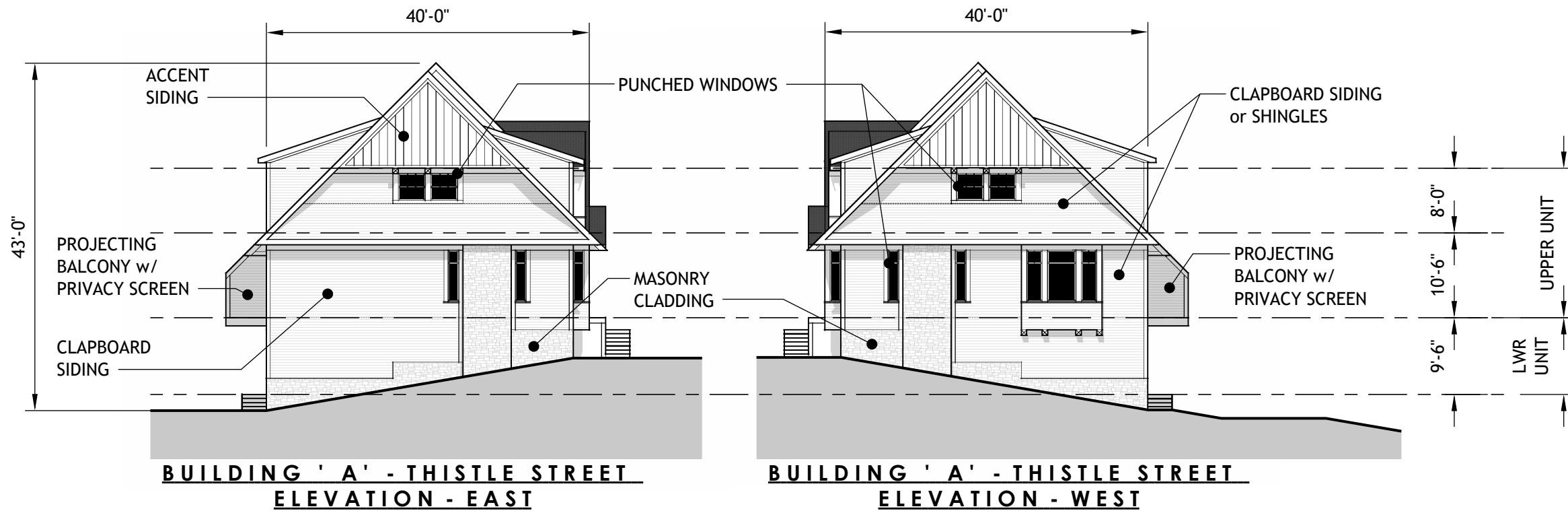
**BUILDING ' A ' - THISTLE STREET ELEVATION - NORTH**



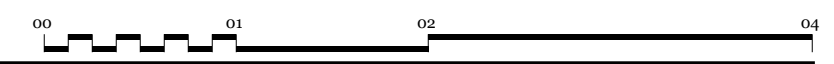
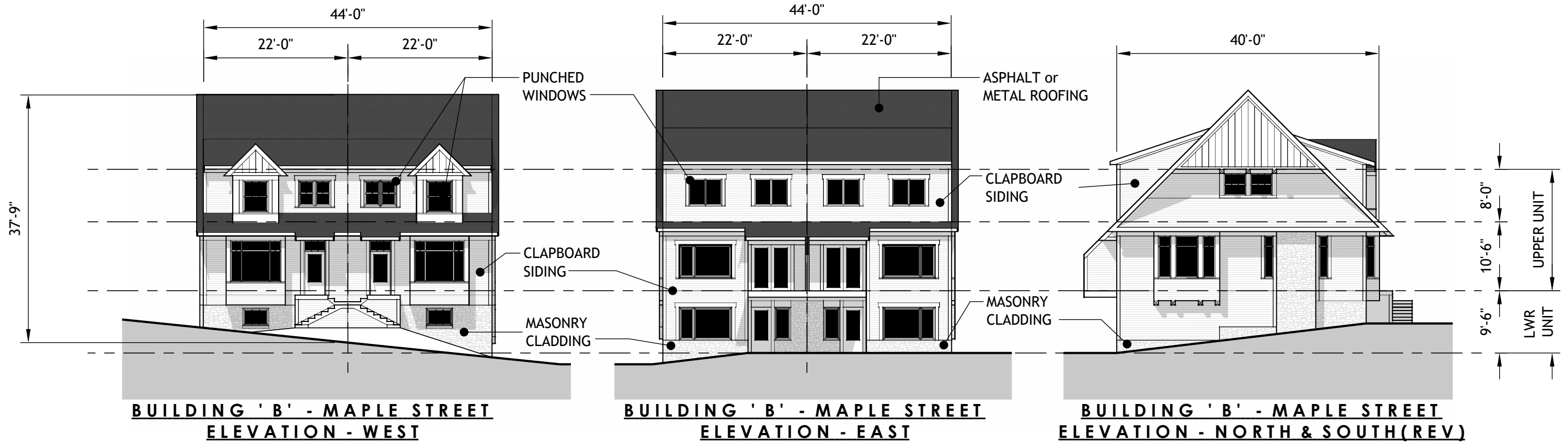
**BUILDING ' A ' - THISTLE STREET - SOUTH**



# Schedule C: Building Elevations



NOTE: GENERAL DEPICTION/  
PRELIMINARY CONCEPT ONLY.  
EXACT ROOFLINE AND  
WINDOW SIZE/PLACEMENT  
SUBJECT TO CHANGE  
PER ENGINEERING AND  
CODE REVIEW COORDINATION.



**PROPOSED Stacked Townhouse Apartments**  
Maple & Thistle Street - Dartmouth, NS

**EXTERIOR ELEVATIONS**

SCALE: 1/16"=1'-0"  
DATE: JULY 28, 2019

## Attachment B: Review of Relevant MPS Policies

Downtown Dartmouth Secondary Municipal Planning Strategy	
Policy	Comments
<p><b>Neighbourhood Residential Opportunity Sites</b></p> <p><u>Site D - Maple/Thistle Streets (0.5 acres)</u></p> <p><i>The site located at 46 Maple Street at the corner of Maple and Thistle Streets was historically used for various industrial and commercial uses, with automotive sales and storage having been in place for a number of years. The site is more suited for residential uses, and given its high-visibility, and the challenges posed by the large grade difference to Thistle Street, design is of critical importance.</i></p>	
<p><b>Policy N-5</b></p> <p><i>In order to achieve the goals of strengthening the neighbourhoods, bringing more people to live downtown, and of providing a variety of housing options with an emphasis on families, additional housing opportunities will be provided for six sites shown on Map 3. The development of medium density housing including townhousing and low-rise apartment buildings may be considered on these sites. The development agreement process will be used to assess individual proposals and set out detailed site and building design standards which reflect the unique character and scale of the neighbourhoods <sup>1</sup>.</i></p> <p><i>Council shall consider the following criteria in its evaluation of development agreement proposals under this policy:</i></p>	
<p><i>a) where suitable, a mix of dwelling types should be achieved including townhousing, apartment and detached dwelling units. As a target, approximately 25 % of housing should be designed to accommodate families with children;</i></p>	<p>The proposal is for stacked towns, with the bottom unit providing a single bedroom unit and the upper unit comprised of a two or three bedroom unit.</p> <p>25% are to be 3 bedroom units.</p>
<p><i>b) reasonable controls should be set out on the bulk, scale, and density of any proposed development to ensure it does not significantly alter the character of the area:</i></p>	<p>Surrounding form is predominantly low density residential with grade oriented residential uses. This use is consistent with this form. DA will control bulk, scale and density of the building.</p>
<p><i>i) The preferred form of development is low rise, ground-oriented, medium density housing. Development proposals should be consistent with the surrounding neighbourhood and should not exceed a maximum density of 35 units per net acre<sup>2</sup></i></p>	<p>.51 acres / 20 units= 39.2 units/ net acre. Minor variation permitted up to additional 5 units / acre provided there proposal clearly offers substantial benefits in terms of additional open space, landscaping and</p>

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

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

<p><i>and a height of three stories. Minor variations<sup>3</sup> in these limits may be considered where the proposal clearly offers substantial benefits to the neighbourhood in terms of additional open space, landscaping, and urban design amenities or where there are unique site conditions which justify variations in height or density in order to minimize site disturbance.</i></p>	<p>urban design amenities or where there are unique site conditions.</p> <p>Site has unique site condition in terms of the grade changes and is reasonable to consider additional density to encourage the replacement of the existing overflow vehicle storage with housing. The form is compatible with the surrounding area and allows for the site to be redeveloped and become integrated into the community.</p>
<p><i>ii) On Site A, only street level townhousing or detached dwellings will be permitted along the King Street corridor to ensure compatibility with adjacent residences. Any apartment buildings should be sited to the northern and western portions of the site towards Alderney Manor and the Dartmouth Common. Minor variations in allowable building heights may be considered for these portions of the site to encourage innovative building design and development which is in keeping with the natural terrain. Appropriate buffers should be provided between any apartment buildings and adjacent dwellings on Edward Street.</i></p>	<p>N/A</p>
<p><i>c) the architecture and external appearance of any proposed buildings should reflect the traditional character of dwellings within the immediate neighbourhood and are in keeping with traditional design principles set out in Policy D-1 of this plan;</i></p>	<p>Design reflects existing traditional character of surrounding buildings. See D-1 Policy review.</p>
<p><i>d) the proposal should not involve the wholesale demolition of existing housing stock;</i></p>	<p>There is currently no housing stock on site.</p>
<p><i>e) where applicable, street corridor views of the harbour should be maintained and enhanced;</i></p>	<p>Harbour views not affected by this development.</p>
<p><i>f) adequate buffers and screening should be provided for any proposed apartment buildings or parking areas from adjacent single family residences, and the attractive</i></p>	<p>Landscaping and fencing provided around the property boundaries to screen parking area from abutting properties.</p>

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



<i>fencing and landscaping to enhance privacy should be provided where appropriate;</i>	
<i>g) adequate landscaping and/or street trees should be provided around the perimeter of the development to enhance the aesthetics of the site;</i>	Landscaping provided around the perimeter. The DA requires a landscaping plan to be submitted at the permit stage which will provide landscaping at the street frontages and around the property boundaries.
<i>h) adequate recreation and amenity space including play areas for children should be provided where appropriate;</i>	55 sq m of outdoor amenity space proposed as either a childrens play area or landscaped area.
<i>i) parking areas should not be located so as to dominate the site. The visual appearance of parking areas should be minimized through use of landscaping treatments, rear yard or enclosed parking, reduced parking standards or other appropriate means;</i>	Parking located in the rear yard and landscaped to minimize impact.
<i>j) traffic circulation and access to and from the site should be designed to minimize adverse impacts on adjacent residential uses.</i>	Driveway entrance will be right in/ right out to reduce conflicts with Maple Street.
<i>k) adequate provisions should be made for safe and convenient pedestrian circulation on the site;</i>	Walk ways proposed around the site. Walkway proposed from parking area, up to Thistle St, but not sure how this will be achieved due to grade change.
<i>l) underground infrastructure services should be adequate to support the development;</i>	Current stormwater issues, but Halifax Water is undertaking upgrades to respond to this.
<i>m) measures should be proposed to mitigate the impacts of construction on adjacent properties;</i>	Development will conform with Admin Order 2016-003-ADM- Respecting Construction Site Management.
<i>i) Given the extent of surface bedrock on Site A, every effort shall be made to develop the site sensitively with minimal disturbance to the site and surrounding neighbourhood;</i>	N/A
<i>n) significant natural and cultural features on the site should be identified and protected where appropriate;</i>	N/A
<i>o) adequate measures are incorporated to ensure the development is maintained to a high standard, including all building and site areas and landscaping; and</i>	Provisions will be included in the DA regarding maintenance.

<p><i>p) the developer shall make a reasonable effort to collaborate with neighbourhood residents on the design of any proposed development.</i></p>	<p>Public engagement will inform this process.</p>
<p><b>Policy D-1</b>  <i>HRM should ensure that a high quality of urban design is provided for all major developments in the downtown area. To achieve this objective Council shall adopt the following design guidelines for consideration in the design and renovation of buildings and spaces in the downtown area:</i></p>	
<p><i>a) The scale, massing, and grain of future development should reflect the downtowns role as a people place and respect its historic, small town character. While specific direction is provided in each of the various policy sections within this plan, in general three to five storeys is the desired scale of development.</i></p>	<p>Scale of development is consistent with surrounding area. Proposal would be 3 storeys and is a good contextual fit for surrounding area.</p>
<p><i>b) The traditional street grid pattern and grain of development should be maintained and re-established in new and existing development.</i></p>	<p>Infill site on existing street grid.</p>
<p><i>c) Building facades should maintain a consistent street edge except to provide access to rear parking areas. The use of interesting colour for building facades should be encouraged where it is complementary to the streetscape to add a sense of vibrancy to the area</i></p>	<p>Building façades provide a consistent street edge. Parking is located in the rear yard.</p>
<p><i>d) The exterior architectural design of new buildings should be complementary to adjacent buildings of historic or landmark significance in terms of the building height and materials, rhythm, colour, and proportion of the building design elements. Traditional building materials such as wood shingle and brick and preferred. Architectural design details should be provided to encourage visual interest.</i></p>	<p>Traditional clapboard siding proposed, with a design that is complementary to adjacent buildings. Proposed height, measure from Thistle Street is 23.6 ft to roofline, and 35.6 to peak, which is in keeping with the surrounding buildings. The townhomes are articulated vertically, with windows, materials and rooflines used to break up the building massing, in a manner consistent with the surrounding area.</p>
<p><i>e) Development should be oriented to pedestrians rather than cars. Surface parking areas should be designed to minimize the visual impact on the streetscape.</i></p>	<p>Building fronts Thistle and Maple Streets, with parking located in the rear of the site.</p>
<p><i>f) Microclimate issues such as wind, solar orientation, and shadowing should be</i></p>	<p>Low rise development, impacts would be similar to as-of-right development</p>

<i>considered and capitalized upon in all new development or major renovation projects</i>	
<i>g) Pedestrian street level activity should be encouraged in all development through the incorporation of outdoor cafes, ground floor uses, and uses that are open beyond daytime hours of operation. Consideration should be given to weather protection for pedestrians through use of decorative canopies and awnings.</i>	Commercial uses not proposed on this site, but site is designed with grade related residential uses, bringing activity to the street.
<i>h) Public art should be provided on or adjacent to buildings.</i>	No public art provided.
<i>i) Opportunities to experience nature should be provided to soften the urban setting through the incorporation of roof top gardens, flower boxes, community gardens for vacant lots, and through the use of greenways through the business core.</i>	Landscaping will be proposed as part of this development.
<i>j) Important views from public parks and streets should be respected in the design and configuration of development, especially harbour and east-west street corridor views.</i>	Development does not affect important views. The height is low, so views to the harbour will not be impacted.
<i>k) Pedestrian circulation and access should be an important consideration of all development. In particular, public access to the waters edge should be protected and enhanced where possible.</i>	Pedestrian walkway proposed around and through the site which delineates the parking and vehicle area from the pedestrian area.
<i>l) A high quality of design should be required for streetscape elements and furniture.</i>	N/A
<i>m) Public safety should be a consideration in the design of new buildings to ensure the design of public spaces does not create opportunities for crime at any time, with special attention paid to placement and intensity of lighting, visibility, directional signage, and land uses which will provide opportunities for eyes on the street through incorporation of residential development and street level activity after normal working hours.</i>	Site has frequent doors and windows which will help provide eyes on the street. Residential uses are generally active during the night and provide eyes on the street after working hours.