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Item No. 16.1

**Harbour East – Marine Drive Community Council
June 8, 2017**

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

SUBMITTED BY: Original signed by
Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: June 1, 2017

SUBJECT: Case 19626: Development Agreement for Multiple Unit Residential Dwelling
and Commercial Development at 836 and 842 Portland Street, Dartmouth

SUPPLEMENTARY REPORT

ORIGIN

- Application by W.M Fares Architects.
- On December 6, 2016, Regional Council and HEMDCC held a joint public hearing to consider amendments to the Dartmouth Municipal Planning Strategy and Dartmouth Land Use By-law and a development agreement to allow for consideration of mixed use development at 836 and 842 Portland Street, Dartmouth. Regional Council deferred decision on the MPS & LUB amendments pending a supplementary report based on questions of Council.
- On March 21, 2017, Regional Council tabled a staff supplementary recommendation report dated February 10, 2017. At that time, Regional Council approved the subject amendments to the Dartmouth Municipal Planning Strategy and Land Use By-law.
- June 3, 2017 coming into effect of MPS and LUB amendments.

LEGISLATIVE AUTHORITY

See Attachment C.

RECOMMENDATION

It is 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 A, to permit two commercial buildings and a multiple unit residential dwelling at 836 and 842 Portland Street, Dartmouth;
2. Require that the proposed development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND / DISCUSSION

On December 6, 2016 Halifax Regional Council and Harbour East - Marine Drive Community Council held a joint public hearing to consider proposed amendments to the Dartmouth Municipal Planning Strategy (MPS) and Land Use By-law (LUB), as well as a proposed development agreement. The amendments allowed for the consideration of two commercial buildings and a multiple unit residential dwelling at 836 and 842 Portland Street, Dartmouth. For more information, please see the staff report at the following link.

<http://www.halifax.ca/council/agendasc/documents/161206ca111.pdf>

Following the joint public hearing, Regional Council deferred approval of the amendments, pending approval of a supplementary report. On March 21, 2017, Regional Council tabled a staff supplementary report dated February 10, 2017. The supplementary report provided response to questions of Council presented during the public hearing. At that time, Regional Council approved the subject amendments to the Dartmouth MPS and LUB. As part of approving the proposed MPS and LUB amendments, Council also approved amendments to the proposed policy and development agreement to clarify an inconsistency between the text of the proposed policy, development agreement and the schedules of the development agreement regarding driveway access from the subject lands to Portland Street. For more information, please see the staff supplementary report at the following link.

<http://www.halifax.ca/council/agendasc/documents/170321ca91.pdf>

As noted in the December 6, 2016 staff report, Harbour East – Marine Drive Community Council could not make a decision on the proposed development agreement until the MPS and LUB amendments became effective. As the amendments come into effect on June 3, 2017, Community Council is now able to consider the proposed development agreement as contained in Attachment A of this report. The development agreement has been revised to address minor housekeeping and clerical issues, however these changes are not considered substantial. A revised evaluation of the proposed development against Policy ML-36 of the Dartmouth MPS, including the approved amendments regarding driveway access, are attached for reference as Attachment B.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area, a public information meeting held on June 23, 2015, and a public hearing held on December 6, 2016.

FINANCIAL IMPLICATIONS

There are no financial 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 development agreement. The administration of the development agreement can be carried out within the approved 2017/2018 budget with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and

Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in the staff report dated August 16, 2016.

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

Attachment A	Proposed Development Agreement
Attachment B	Evaluation of Proposal Against Dartmouth MPS Policy ML-36
Attachment C	Legislative Authority

Original Staff Report (August 16, 2016): <http://www.halifax.ca/Commcoun/east/documents/160908hemdcccitem13.13.pdf>
Supplementary Report (February 10, 2017): <http://www.halifax.ca/council/agendasc/documents/170321ca91.pdf>

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

Report Prepared by: Tyson Simms, Planner II, 902.490.6983

Report Approved by: Original signed by
Kelly Denty, Manager, Current Planning, 902.490.4800

**Attachment A
Proposed Development Agreement**

THIS AGREEMENT made this day of , 2017,

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 PID# 00230821 and 41044793 along Portland Street and Portland Hills Drive, Dartmouth and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for the development of one (1) mixed use multiple residential building and two (2) commercial/ office buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy ML-36 of the Dartmouth Municipal Planning Strategy and Section 2, Part 18, of the Land Use By-law for Dartmouth;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19626;

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 Land Use By-law for Dartmouth and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/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.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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) **“Indoor Amenity Space”** means common amenity areas located within a multiple unit residential building or a mixed use building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.
- (b) **“Commercial Entertainment Use”** means any building or part of a building which is used for commercial entertainment, amusement or relaxation and without limiting the generality of the foregoing may include a tavern or other beverage room, but excludes Adult Entertainment Uses.
- (c) **“Common Shared Private Driveway”** means a driveway that is not a public street and has not been accepted nor is maintained by the Municipality or the Province.
- (d) **“Common Shared Private Walkway System”** means an integrated walkway system that is not a public sidewalk and has not been accepted nor is maintained by the Municipality or the Province.
- (e) **“Food and Grocery Stores”** means a store specializing in food products and without limiting the generality of the foregoing includes a grocery store, meat market, fish market, fruit store, candy store, confectionary, nut shop, petfood store, milk store but does not include a butcher shop where animals are slaughtered, or any type of restaurant as define in this agreement.
- (f) **“Restaurants (Excluding Drive-Through Restaurants)”** means Restaurant, Take-Out or Restaurant, Full-Service, but does not include Restaurant, Drive-Through.
- (g) **“Personal Service Shops”** means a building or part of a building in which professional or personal services are provided for gain and where the sale of retail goods is only accessory to the provisions of such service, including, but without limiting the generality of the forgoing, barber shops, beauty shops, tailor shops, laundry and dry-cleaning depots, shoe repair, health clinics, tanning salons, or local offices of professionals providing personal services such as physicians, dentists, lawyers, accountants, or realtors.
- (h) **“Offices (2nd floor only)”** means a room or rooms where business may be transacted, a service performed or consultation given but shall not include the manufacturing of any product or the retail selling of goods. Offices shall only be permitted on the second floor.

- (i) **“Retail Store ”** means a building or part of a building in which goods, wares, merchandise, substances, articles or things are offered for sale directly to the public at retail value.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, substantially conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19626:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Landscaping Plan
Schedule D-D3	Commercial/ Office Building “A” Elevations Elevations (North, East/ West, South)
Schedule E-E3	Commercial/ Office Building “B” Elevations Elevations (North/ South, East, West)
Schedule F-F3	Mixed Use Multiple Unit Residential Building “C” Elevations Elevations (North, East/ West, South)

3.2 Requirements Prior to Permit Approvals

3.2.1 Prior to the commencement of any tree removal, site grading or excavation, the Developer shall:

- (a) Provide a detailed Site Disturbance Plan, in accordance with this Agreement.
- (b) Provide a detailed design of the Common Shared Private Driveway as shown in Schedule B and C, in accordance with this Agreement and with the standards of the National Building Code.
- (c) An application for the first Development Permit for a building shall also include the construction of the necessary services, including but not limited to the Common Shared Private Driveway pursuant to this Agreement.
- (d) Receive approval from the Municipality for a lot consolidation in accordance with Section 3.6.3 of this Agreement.

3.2.2 Prior to the issuance of an Occupancy Permit, the Developer shall:

- (a) Provide the Development Officer with written certification from a Professional Engineer that all works have been completed in conformance with the approved engineering plans.
- (b) Provide a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed pursuant to the Schedules of this Agreement.

3.2.3 Notwithstanding any other provision of the Agreement, the Developer shall not occupy a dwelling or use the Lands for any 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, the Land Use By-law and the Subdivision By-law (except to the extent that the provisions of the Land Use By-law and Subdivision 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.

- 3.2.4 Prior to the issuance of a Development Permit for any building, the Developer shall provide to the Development Officer, a detailed Landscape Plan prepared by a Landscape Architect in accordance with this Agreement and acceptable to the Development Officer.

3.3 General Description of Land Use

- 3.3.1 The uses of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are the following:

(a) two (2) commercial/office buildings containing commercial uses as defined under this Agreement including the following:

- (a) food and grocery stores;
- (b) restaurants (excluding drive-through restaurants);
- (c) commercial entertainment uses in accordance with Section 3.3.3 of this Agreement;
- (d) personal service shops;
- (e) offices (2nd floor only);
- (f) retail store and;
- (g) health clinics;

(b) one (1) mixed use multiple unit building containing:

- (a) residential units;
- (b) ground floor local business uses which shall include:
 - i. food and grocery stores;
 - ii. restaurants (excluding drive-through restaurants);
 - iii. personal service shops; and
 - iv. retail stores.

(c) accessory uses to the foregoing.

- 3.3.2 The residential density for the lands shall not exceed 81 dwelling units.

(a) A minimum of 42 two or three bedroom units are required.

- 3.3.3 Commercial entertainment uses shall not exceed a total gross floor area of 92.9 square metres (1,000 square feet).

3.4 Siting and Architectural Requirements

- 3.4.1 The location, size and design of the two (2) commercial/ office buildings shall be in conformance with the Schedules of this Agreement. Slight variations to setbacks shall be permitted under the discretion of the Development Officer provided no portion of the building is closer than 3.05 metres (10 feet) to a property line.
- 3.4.2 The location, size and design of the two (2) commercial/ office buildings and one (1) mixed use multiple unit residential building shall be in conformance with Schedules B through F3 of this Agreement. The maximum height of the commercial/ office buildings shall not exceed three (3) storeys above average grade, not including mechanical equipment and shall not exceed a height of 12.19 metres (40 feet). The maximum height of the mixed use multiple unit residential building shall not exceed five (5) storeys above average grade, not including mechanical equipment, penthouses, enclosed amenity space, and a basement, and shall not exceed a height of 19.51 metres (64 feet). Slight variations to setbacks shall be permitted under the discretion of the Development Officer provided no portion of the building is closer than 3.05 metres (10 feet) to a property line.
- 3.4.3 The mixed use multiple residential building shall include outdoor amenity space for the residents of the building. Outdoor amenity space shall be as shown generally on Schedule C and shall be a minimum of 37.16 square metres (4000 square feet).
- 3.4.4 The mixed use multiple residential building shall include Indoor Amenity Space for the residents of the building. Indoor Amenity Space shall be a minimum of 65 square metres (700 square feet).
- 3.4.5 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.
- 3.4.6 Any exposed foundation in excess of 0.61 metres (2 feet) in height shall be architecturally detailed with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.7 Exterior building materials shall be as shown on the Schedules.
- 3.4.8 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 or complement the colour of the adjacent surface.
- 3.4.9 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from abutting public streets and abutting residential properties. 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 Parkland

- 3.5.1 Subdivision of the Lands shall be subject to the parkland dedication requirements of the Regional Subdivision By-law.

3.6 Subdivision of the Lands

- 3.6.1 Subdivision of the Lands shall be in accordance with the C-2 (General Business) Zone requirements of the Dartmouth Land Use By-law.
- 3.6.2 The properties identified as PID# 00230821 and #41044793 shall be consolidated into one parcel, in accordance with the Regional Subdivision By-law and Section 3.2.1 (d) of this Agreement.

3.7 Access, Circulation and Parking (Vehicle and Bicycle)

- 3.7.1 Vehicular access to the lands shall be provided by a Common Shared Private Driveway as generally shown on the Schedules of this Agreement.
- 3.7.2 The Common Shared Private Driveway shall comply with the requirements of the National Building Code of Canada.
- 3.7.3 The Common Shared Private Driveway shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.7.4 Vehicular access from the Lands to Portland Street shall not be permitted;
- 3.7.5 Pedestrian access to the multiple unit residential building and the commercial/ office buildings shall be provided by a Common Shared Private Walkway System as generally shown on Schedules B and C of this Agreement.
- 3.7.6 The Common Shared Private Walkway System shall be a minimum of five (5) feet wide and constructed of concrete or interlocking precast paver stones.
- 3.7.7 Where the Common Shared Private Walkway System crosses the Common Shared Private Driveway or parking area, a change in colour, texture, or material shall be provided to clearly identify a pedestrian crossing.
- 3.7.8 Vehicle surface parking and loading areas, including all pathways and landscaped areas, shall be provided as generally shown on the Schedules of this Agreement:
 - (a) Parking dedicated to Buildings A and B shall not be less than 90 spaces
 - (b) Parking dedicated to Building C shall not be less than 89 spaces
- 3.7.9 Vehicle surface parking areas shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer. Pathways shown on the Schedules of this Agreement shall be constructed of concrete or interlocking precast paver stones.
- 3.7.10 The limits of the Common Shared Private Driveway and the vehicle surface parking areas shall be defined by concrete curb.
- 3.7.11 Bicycle parking for the mixed use building and the multiple unit residential building shall be provided as required by the Dartmouth Land Use By-law, as amended from time to time.

- (a) In no case shall bicycle parking reduce the vehicular parking requirement as identified in this Agreement.

3.8 Outdoor Lighting

- 3.8.1 Lighting required shall be shown on the landscape plan and building drawings prior to the issuance of a Development Permit and shall include the following:
 - (a) The Common Shared Private Driveway and Common Shared Private Walkway System, shall be illuminated,
 - (b) Required lighting shall be directed away from adjacent lots and buildings and shall use a full cut-off design, and;
 - (c) Any additional lighting shall be directed to driveways, pedestrian walkways, parking areas, loading areas, and building entrances and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.9 Landscaping

- 3.9.1 Prior to the issuance of a Development Permit for the mixed use building and the multiple unit residential building, the Developer shall provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Landscaping shown on Schedules B and C of this Agreement. 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.
- 3.9.2 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.9.3 Prior to the issuance of any Occupancy Permit for any building, 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, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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.
- 3.9.5 The Developer agrees to provide plantings sufficient to screen site parking along the western portion of the parking area as identified on Schedule C. The planting shall be a minimum 6 feet in height.

- 3.9.6 The minimum acceptable sizes for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.9.7 The minimum acceptable sizes for new plant material shall be as follows:
(a) High branching decidus trees at grade: 60 mm (2.36 inches) calliper;
(b) Coniferous trees: 1.5 meters (4.92 feet) in height, and;
(c) Shrub: 0.6 meters (1.97 feet) in height or spread.
- 3.9.8 No development, tree removal or grade alteration shall be permitted within the Area of Non-Disturbance, as identified on Schedule B, except where approved in writing by the Development Officer to remove fallen timber and dead debris where a fire or safety risk is present, or to remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for such removal, the Development Officer has the discretion to require that the Developer engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.9.9 If trees are removed or tree habitat is damaged beyond repair in the Area of Non-Disturbance, the Developer shall replace each tree removed or damaged with a new tree of minimum size outlined in Section 3.9.7, as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with the Development Officer's permission as outlined in Section 3.9.8.
- 3.9.10 Prior to the issuance of a Construction Permit for any site preparation (e.g. tree removal, excavation activity, etc.), the boundary of the Area of Non-Disturbance, as shown on Schedule B, shall be delineated with snow fence, or another appropriate method as approved by the Development Officer. The Developer shall provide written confirmation to the satisfaction of the Development Officer that the area of non-disturbance has been appropriately marked. Such demarcations shall be maintained by the Developer for the duration of the construction.

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 shall be reinstated to original condition or better.
- 3.10.3 Prior to the issuance of an Occupany Permit, all disturbed areas located in the HRM right-of-way shall be reinstated to original condition or better as determined by the Development Engineer.

3.11 Signage

- 3.11.1 Commercial signage shall be limited to the following:
- (a) A maximum of one (1) ground sign shall be permitted on the Lands in accordance with Schedule B and shall be for the purposes of identifying the commercial buildings;
 - (b) Ground sign shall not exceed 1.83 metres (6) feet in height above established grade;

- (c) Ground sign shall be setback a minimum of 3.05 metres (10 feet) from any abutting property;
- (d) Ground sign shall not exceed a sign face width of 3.05 metres (10 feet);
- (e) Ground sign shall not be internally illuminated or backlit;
- (f) Ornamental plants shall be incorporated around the entire base of a ground sign; and
- (g) Directional signage shall be permitted on the Lands, subject to clauses (b) through (f) of this Section.

3.11.2 Residential signage shall be limited to the following:

- (a) A maximum of one (1) ground sign shall be permitted on the Lands in accordance with Schedule B and shall be for the purposes of identifying the commercial residential multiple unit building;
- (b) Ground sign shall not exceed 1.83 metres (6) feet in height above established grade;
- (c) Ground sign shall be setback a minimum of 3.05 metres (10 feet) from any abutting property;
- (d) Ground sign shall not exceed a sign face width of 3.05 metres (10 feet);
- (e) Ground sign shall not be internally illuminated or backlit;
- (f) Ornamental plants shall be incorporated around the entire base of a ground sign;
- (g) Directional signage shall be permitted on the Lands, subject to clauses (b) through (f) of this Section.
- (h) Two (2) wall mounted (fascia) building identification signs may be permitted on the mixed use building. No fascia sign shall exceed 9.29 square metres (100 square feet) in area;
- (i) In addition to the signs permitted by clause (a) of Section 3.11.1, businesses located in a multiple residential building may be permitted a maximum of two (2) wall mounted (fascia) signs. No business fascia sign shall exceed 5.57 square metres (60 square feet) in area; and
- (j) Directional signage shall be permitted on the Lands, subject to clauses (b) through (f).

3.11.3 Construction signage shall be limited to the following:

- (a) Two (2) construction ground signs depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. Construction ground signs shall be removed prior to the issuance of the last residential occupancy permit.

3.12 Screening

- 3.12.1 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact. 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.
- 3.12.2 Mechanical equipment shall be permitted on rooftops provided the equipment is screened or incorporated in to the architectural treatments and roof structure.

3.13 Hours of Operation

- 3.13.1 Any Restaurant (Excluding Drive-Through Restaurants) and Commercial Entertainment Uses shall be permitted to operate between the hours of 7:00 am and 12:00 am.
- 3.13.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.
- 3.13.3 For all uses other than a Restaurant (Excluding Drive-Through Restaurants) and Commercial Entertainment Uses, 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 construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications and shall receive written approval from the Development Engineer prior to undertaking any work.
- 4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including 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 Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

- 5.1.1 Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration 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, stamped and certified 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, stamped and certified 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 Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Site Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.2 Failure to Conform to Plans

- 5.2.1 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

PART 6: AMENDMENTS

6.1 Non Substantive Amendments

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;
- (b) The length of time for the completion of the development as identified in Section 7.4 of this Agreement;
- (c) Minor changes to the buildings which in the opinion of the Development Officer do not conform with the Schedules.
- (d) Changes to the requirements related to signage as identified in Section 3.11 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

- 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 the issuance of a Construction Permit.

7.3.3 Completion of Development

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy for Halifax and Land Use By-law for Halifax Mainland as may be amended from time to time.

7.4 Discharge of Agreement

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 14 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 defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

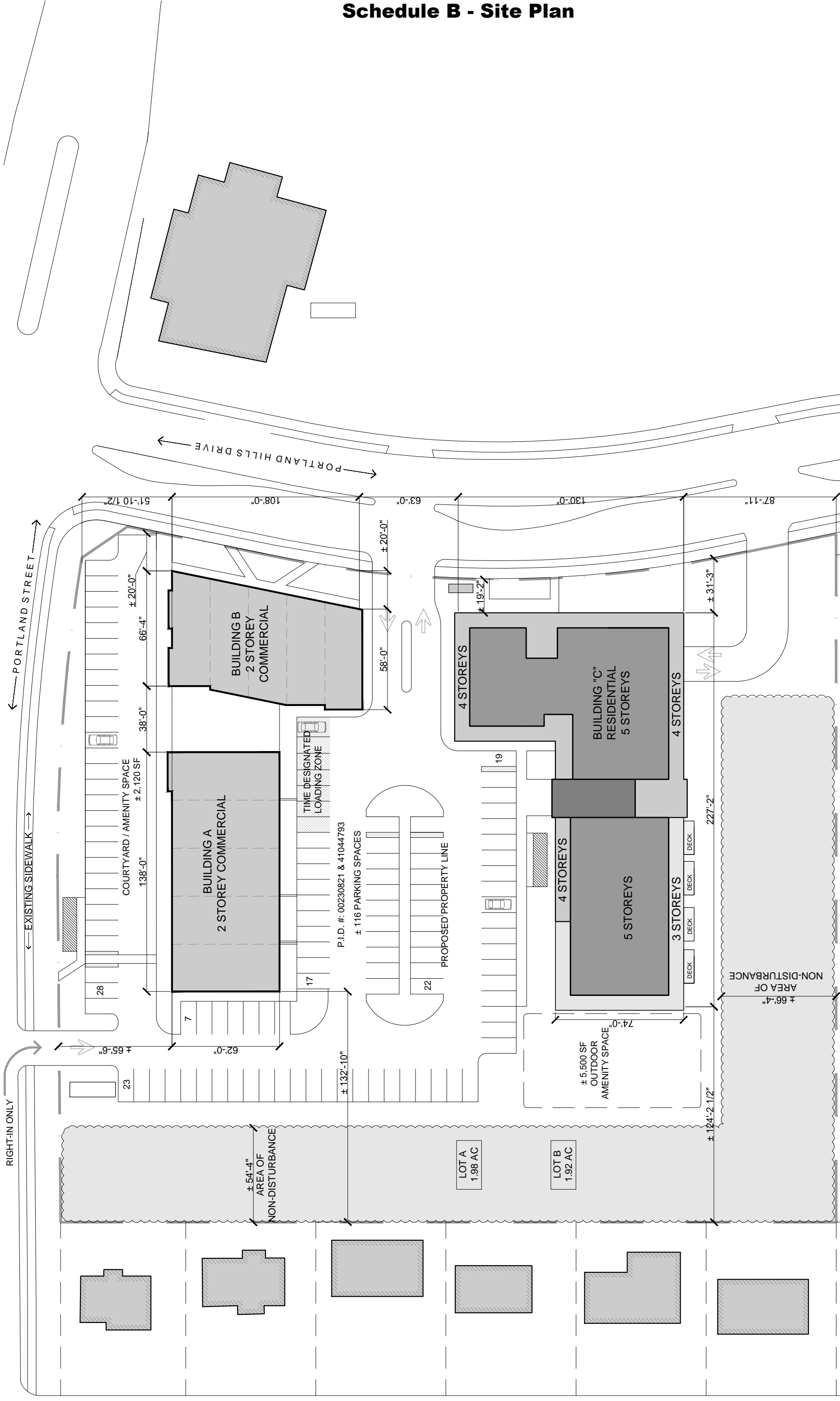
MAYOR

Witness

Per: _____

MUNICIPAL CLERK

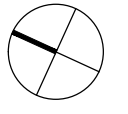
Schedule B - Site Plan



PORTLAND HILLS
Dartmouth, NS

SCHEDULE B SITE PLAN

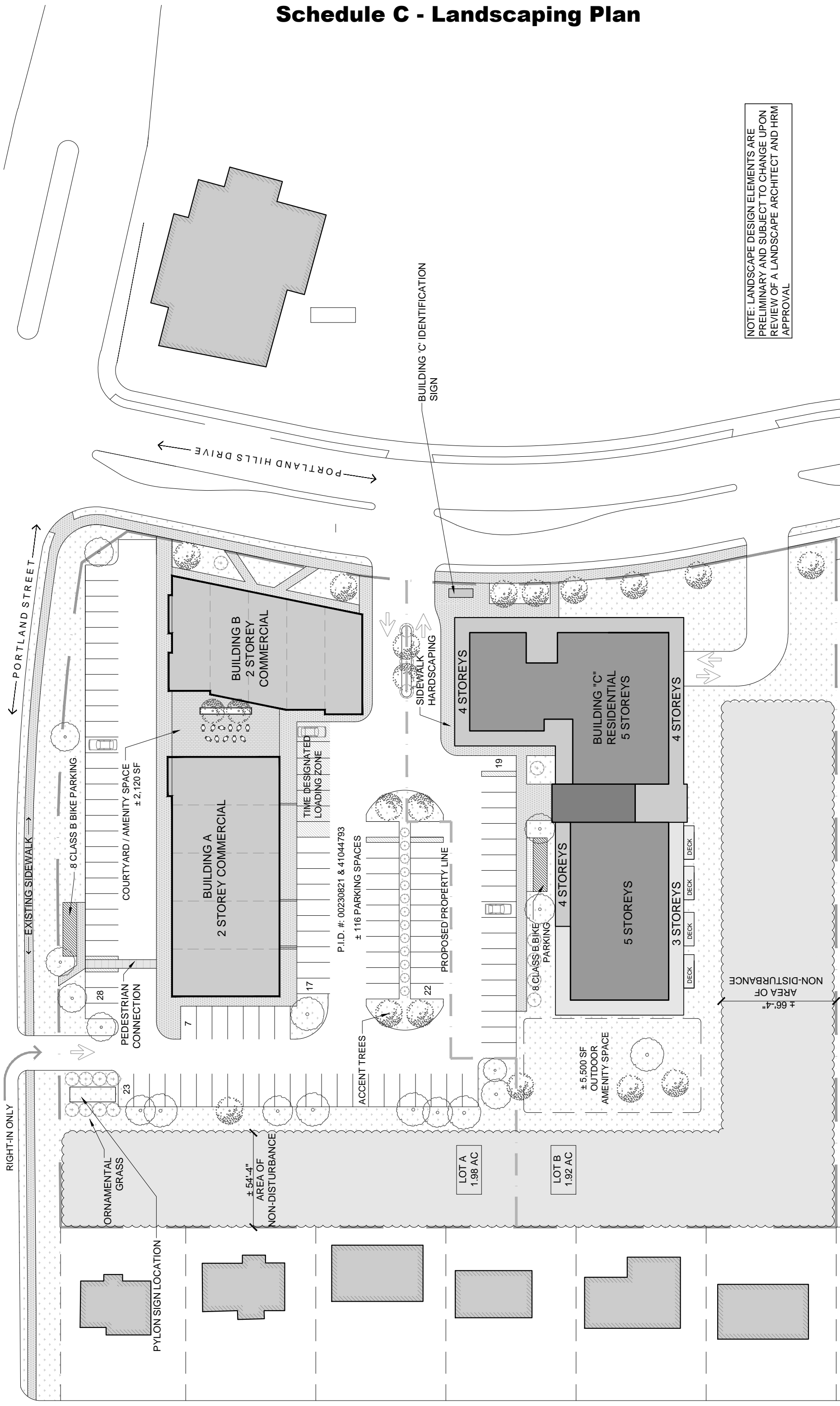
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Scale: 1" = 50'-0"
Date: 10 Jun 2016



WM FARES
ARCHITECTS

SP01

Schedule C - Landscaping Plan

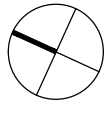


NOTE: LANDSCAPE DESIGN ELEMENTS ARE PRELIMINARY AND SUBJECT TO CHANGE UPON REVIEW OF A LANDSCAPE ARCHITECT AND HRM APPROVAL

PORTLAND HILLS
Dartmouth, NS

SCHEDULE C
LANDSCAPING

Project No.: 2013.26
Scale: 1" = 50'-0"
Date: 10 Jun 2016



WM FARES
ARCHITECTS

LP01

Schedule D - Commercial/ Office Building "A" - North Elevations



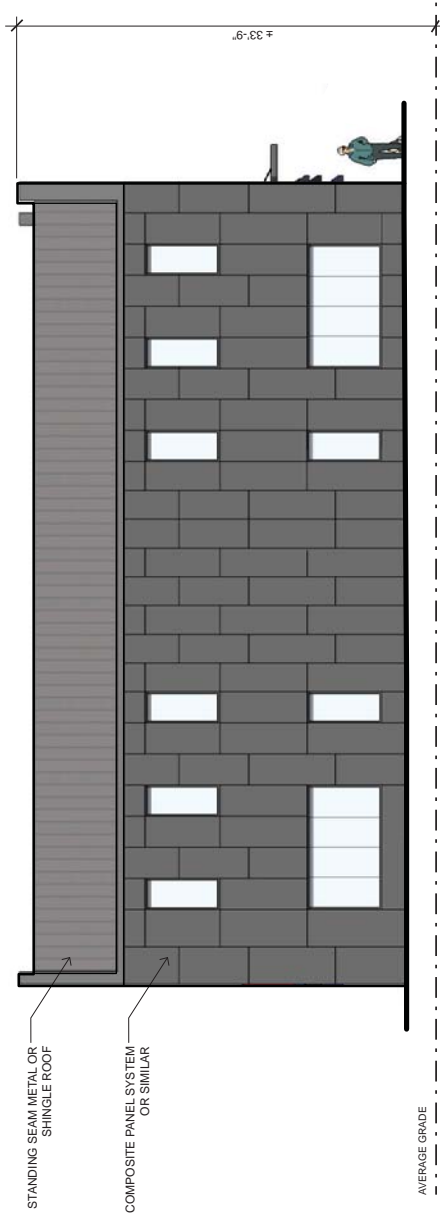
PORTLAND HILLS
 PORTLAND HILLS, DARTMOUTH, NS

BUILDING A
 NORTH ELEVATION

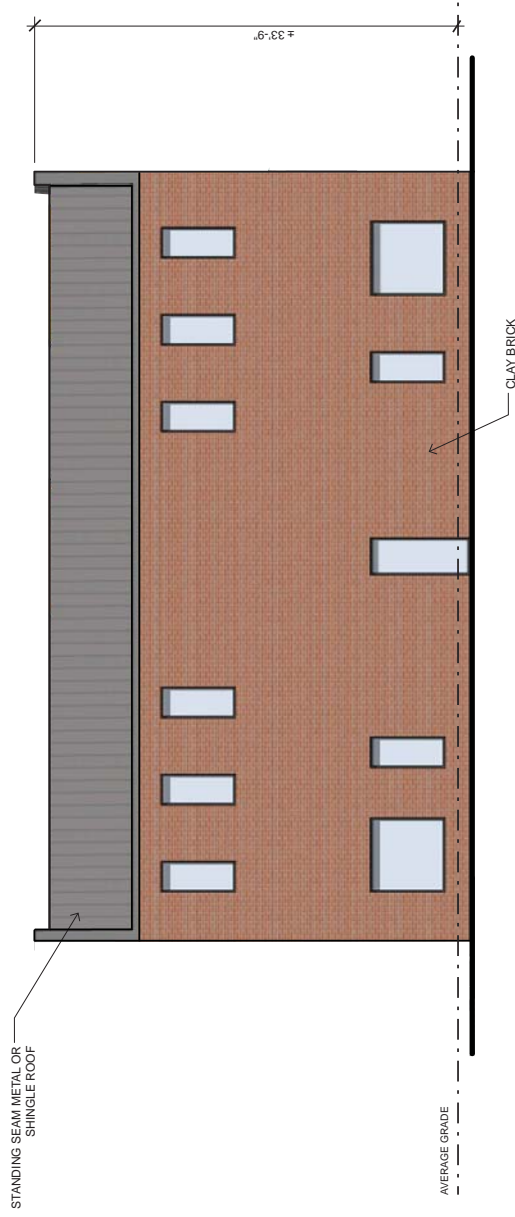
Project No.: 2013.26
 Scale: 1" = 10'
 Date: 11 DEC 2015

WM FARES
 ARCHITECTS

A3



EAST ELEVATION
SCALE: 1" = 10'



WEST ELEVATION
SCALE: 1" = 10'

PORTLAND HILLS
PORTLAND HILLS, DARTMOUTH, NS

BUILDING A
EAST & WEST ELEVATION

Project No.: 2013.26
Scale: 1" = 10'
Date: 11 DEC 2015

WM PARES
ARCHITECTS

A5

Schedule D3 - Commercial/ Office Building "A"- South Elevations



PORTLAND HILLS

PORTLAND HILLS, DARTMOUTH, NS

BUILDING A
SOUTH ELEVATION

Project No.: 2013.26
Scale: 1" = 10'
Date: 11 DEC 2015

WM FARES
ARCHITECTS

A4

Schedule E - Commercial/ Office Building "B" - North and South Elevations

A6

WM PARES
ARCHITECTS

Project No.: 2013.26
Scale: 1" = 10'
Date: 11 DEC 2015

BUILDING B
NORTH & SOUTH ELEVATION

PORTLAND HILLS
PORTLAND HILLS, DARTMOUTH, NS



Schedule E2 - Commercial/ Office Building "B" - East Elevations



PORTLAND HILLS

PORTLAND HILLS, DARTMOUTH, NS

BUILDING B
EAST ELEVATION

Project No.: 2013.26
Scale: 1" = 10'
Date: 11 DEC 2015

WM FARES
ARCHITECTS

A7

Schedule E3 - Commercial/ Office Building "B" - West Elevations



PORTLAND HILLS
PORTLAND HILLS, DARTMOUTH, NS

BUILDING B
WEST ELEVATION

Project No.: 2013.26
Scale: 1" = 10'
Date: 11 DEC 2015

WM FARES
ARCHITECTS

A8

Schedule F - Mixed Use Multiple Unit Residential Building "C" - North Elevations

A15

WM PARES ARCHITECTS

Project No.: 2013.26
 Scale: 1" = 20'-0"
 Date: 11 DEC 2015

BUILDING C
 NORTH ELEVATION

PORTLAND HILLS
 PORTLAND HILLS, DARTMOUTH, NS



Schedule F2 - Mixed Use Multiple Unit Residential Building "C" - East and West Elevations

A17

WM PARES
ARCHITECTS

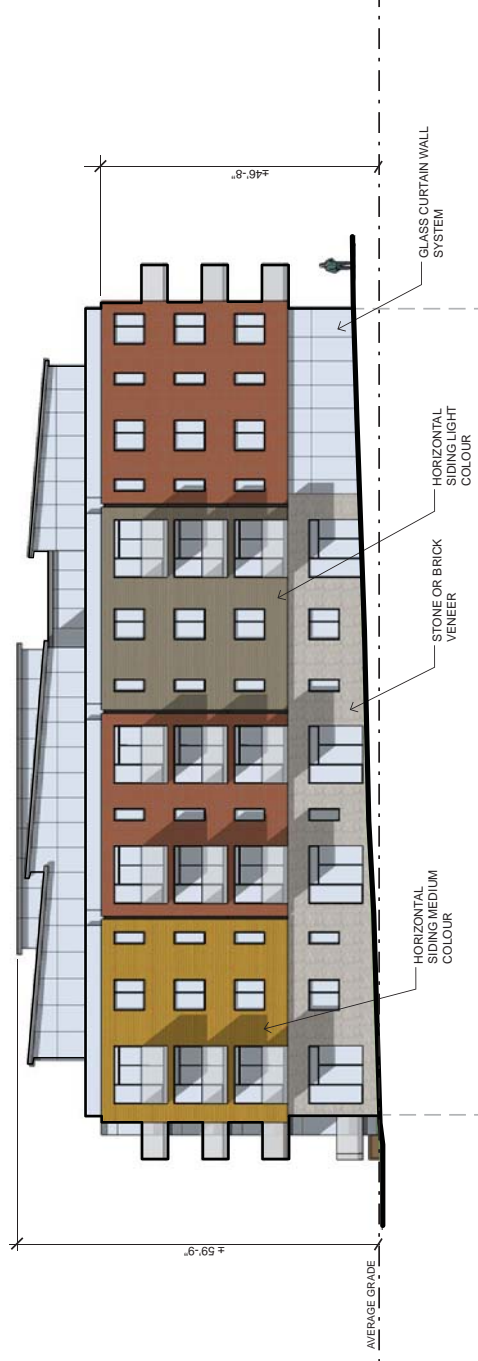
Project No.: 2013.26
Scale: 1" = 20'-0"
Date: 11 DEC 2015

BUILDING C
EAST & WEST ELEVATION

PORTLAND HILLS
PORTLAND HILLS, DARTMOUTH, NS



WEST ELEVATION
SCALE: 1" = 20'



EAST ELEVATION
SCALE: 1" = 20'



PORTLAND HILLS

PORTLAND HILLS, DARTMOUTH, NS

BUILDING C
SOUTH ELEVATION

Project No.: 2013.26
Scale: 1" = 20'-0"
Date: 11 DEC 2015

WM PARES
ARCHITECTS

A16

Attachment B
Evaluation of Proposal Against Dartmouth MPS Policy ML-36

Policy ML-36

In addition to a medium scale multiple unit residential dwelling, small scale commercial/office development fronting Portland Street and Portland Hills Drive are considered desirable at the southwest corner of Portland Street and Portland Hills Drive (PID #00230821 & 41044793), a key corner site within the within Residential Designation of the Morris Russel Lake Secondary Planning Strategy. Any such development shall be considered by way of development agreement. In considering any such agreement, Council shall have regard to the following:

	Policy Criteria	Comment
(a)	That commercial/office buildings are oriented to the street and transit services, and primary entrances are oriented to the sidewalk and primary pedestrian ways;	Sections 3.1 and 3.4.2 of the development agreement (Attachment C) requires that the two proposed commercial/office buildings be sited along Portland Street in close proximity to existing sidewalks.
(b)	That commercial/office buildings not exceed a height of three storeys;	Section 3.4.2 of the development agreement requires that the proposed commercial/office buildings not exceed a height of three stories.
(c)	That residential buildings not exceed a height of five storeys;	Section 3.4.2 of the development agreement requires that the proposed residential building not exceed a height of five stories.
(d)	That adequate recreation and amenity space is provided on the site and within the residential building;	Section 3.4.3 of the development agreement requires that adequate indoor and outdoor amenity space is required as part of the development.
(e)	That pedestrian street level activity is encouraged in proximity to the street through the incorporation of commercial ground floor uses that relate to the street and public realm;	Section 3.3.1 (b) of the development agreement provides a list of permitted ground floor local business uses. Further, Section 3.3.1 requires that office uses be located on the second floor only and not be permitted on the ground floor where select commercial uses are encouraged.
(f)	That residential buildings include underground parking and that the parking podium/building basement is constructed substantially below grade or adequately blended into the site;	Section 3.1 of the development agreement identifies underground parking as part of the proposed residential building. As shown the parking podium is located substantially below grade. Additionally, section 3.4.5 requires that any exposed foundation in excess of 0.61 meters (2 feet) in height shall be architecturally detailed.
(g)	That the development is integrated with and complementary to the surrounding built form, land uses, and abutting residentially-zoned areas through the incorporation of buffering and architectural requirements;	Section 3.4 of the proposed development agreement provides siting and architectural requirements which ensure the proposed development is complimentary to the surrounding built form and abutting residential properties. Further, section 3.9.8 of the development agreement requires the retention of existing mature vegetation along the western and southern property boundaries to serve as a buffer between the proposed development and abutting residential development.

(h)	That mature tree stands and other natural site features are preserved where possible;	Section 3.9.8 of the development agreement requires the retention of existing mature vegetation through the provision of an area of non-disturbance. Removal of vegetation within the area of non-disturbance is prohibited unless in accordance with the requirements of the development agreement.
(i)	That traffic related matters such as traffic generation and circulation, sighting distances, site access and egress and pedestrian safety are addressed;	A Traffic Impact Study submitted in support of the development finds that the vehicle trips generated by the proposed mixed use development is not expected to have any significant impact on the level of performance of the Portland Street/Portland Hills Drive/Regal Road intersection or adjacent streets. The Traffic Impact Study has been reviewed and accepted by HRM Traffic Services. Section 3.7.5 of the development agreement requires the construction of a shared walkway system to provide safe pedestrian access and circulation on the lands.
(j)	That vehicular access to Portland Street from the Lands shall not be permitted.	Section 3.7.4 of the development agreement requires that vehicular access from the lands to Portland street shall not be permitted. As shown on Schedule B of the development agreement, the proposal conforms with this requirement.
(k)	That lighting shall be designed to provide security, safety, and visual appeal for both pedestrians and vehicles while ensuring minimal impact on adjacent properties; and	Section 3.8 of the development agreement requires that lighting be directed away from adjacent lots and buildings through the required use of full cut-off design. Any additional lighting is required to be directed to driveways, pedestrian walkways, parking areas, loading areas, and building entrances and arranged so as to divert the light away from streets, adjacent lots and buildings.
(l)	Provisions of Policy IP-1 (c)	See below

IP-1(c) - In considering zoning amendments and contract zoning, Council shall have regard to the following:

(1)	that the proposal is in conformance with the policies and intent of the Municipal Development Plan	The proposal is in conformance with aspects and nature of the policies and intent of the Dartmouth MDP.
(2)	that the proposal is compatible and consistent with adjacent uses and the existing development form in the area in terms of the use, bulk, and scale of the proposal	The proposed medium scale residential and small scale commercial is compatible and consistent with adjacent uses and existing development form.
(3)	provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries	The proposed DA will provide buffer screening and landscaping through the required retention of existing mature vegetation.
(4)	that the proposal is not premature or inappropriate by reason of:	---

(i)	the financial capability of the City is to absorb any costs relating to the development	All costs associated with the proposed development will be the responsibility of the Developer.
(ii)	the adequacy of sewer and water services and public utilities	Halifax Water has provided comments on the proposal and has no issues with capacity of either water or sewer.
(iii)	the adequacy and proximity of schools, recreation and other public facilities	The adequacy and proximity of public facilities such as schools, recreation and other public facilities is adequate.
(iv)	the adequacy of transportation networks in adjacent to or leading to the development	A Traffic Impact Study submitted in support of the development finds that the vehicle trips generated by the proposed mixed use development is not expected to have any significant impact on the level of performance of the Portland Street/Portland Hills Drive/Regal Road intersection or adjacent streets.
(v)	existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas	n/a
(vi)	preventing public access to the shorelines or the waterfront	n/a
(vii)	the presence of natural, historical features, buildings or sites	n/a
(viii)	create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized	Public services are presently in place in the area and need not be extended.
(ix)	the detrimental economic or social effect that it may have on other areas of the City.	It is anticipated that the proposed development will provide moderate cost housing to the neighbourhood.
(5)	that the proposal is not an obnoxious use	The proposed development is not considered an obnoxious use.
(6)	that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or near by land uses and public facilities. Such controls may relate to, but are not limited to, the following:	---
(i)	type of use, density, and phasing	The proposed land use will be controlled by a development agreement as will the number of units which, effectively, is the density. The development agreement will also identify specific uses and assign a maximum floor area as a means to ensure the commercial development reflects a small scale convenience commercial use. Changes to land use or the total number of units, requires a substantive amendment under the terms of the development agreement.
(ii)	emissions including air, water, noise	The development agreement requires compliance with all municipal by-laws, laws

		and statutes including those pertaining to environmental matters.
(iii)	traffic generation, access to and egress from the site, and parking	The Traffic Impact Study prepared in support of the application has been reviewed and accepted by HRM Traffic Services.
(iv)	open storage and landscaping	No open storage is permitted. As proposed in the development agreement, five stream HRM waste recycling containers must be located inside the building. A landscaping plan prepared by a landscape architect is required through the development agreement.
(v)	provisions for pedestrian movement and safety	There are existing sidewalks located along Portland Street and Portland Hills Drive. Pedestrian access across Portland Street is considered a hazard except at designated crossings/intersections.
(vi)	management of open space, parks, walkways	There is a hierarchy of open spaces linked by walkways and trails in close proximity to the proposed development. In addition, the proposed development provides private indoor and outdoor amenity space on the subject lands.
(vii)	drainage both natural and sub-surface and soil-stability	The development agreement requires submission of a site disturbance plan and a detailed erosion and sedimentation control plan. The agreement also requires submission of a site grading plan which includes consideration and implementation of stormwater management measures.
(viii)	performance bonds.	n/a
(7)	suitability of the proposed site in terms of steepness of slope, soil conditions, rock outcroppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors	The site is suitable to accommodate the proposed development. As part of the development agreement, the proposed development will be required to implement soil erosion control and stormwater management measures.
(8)	that in addition to the public hearing requirements as set out in the Planning Act and City by-laws, all applications for amendments may be aired to the public via the "voluntary" public hearing process established by City Council for the purposes of information exchange between the applicant and residents. This voluntary meeting allows the residents to clearly understand the proposal previous to the formal public hearing before City Council	A public information meeting was held as part of this application. Attachment E of this report provides a summary of the meeting and comments received.
(9)	that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:	---
(i)	Council with a clear indication of the nature of proposed development, and	The staff report to Community Council and the proposed development agreement

		provide a clear picture of the proposed development.
(ii)	permit staff to assess and determine the impact such development would have on the land and the surrounding community	Sufficient detail was provided to evaluate the proposal and potential impact on surrounding lands and the community.
(10)	Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS.	

Attachment C – Legislative Authority

Development Agreements By Community Council

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

Halifax Regional Municipality Charter:

Development agreements by community councils

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

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

Development agreements

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

Content of development agreements

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

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

Requirements for effective development agreement

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