



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 10.1.1
Harbour East and Marine Drive Community Council
April 5, 2018
May 3, 2018

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

Original Signed

SUBMITTED BY:

Steven Higgins, Acting Director, Planning and Development

DATE: March 14, 2018

SUBJECT: **Case 20395: LUB Amendment and Development Agreement for Multi-unit Residential Buildings in Dartmouth Crossing, Dartmouth**

ORIGIN

Application by EDM

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Harbour East Marine Drive Community Council:

1. Give First Reading to consider approval of the proposed amendment to the Dartmouth Land Use By-law, as set out in Attachment A, to rezone PID 41462532 from General Industrial (I-2) Zone to Burnside Comprehensive Development District (BCDD) Zone and schedule a public hearing;
2. Give notice of motion to consider the proposed development agreement, as set out in Attachment B of this report, and schedule a public hearing. The public hearing for the development agreement shall be held concurrently with that indicated in Recommendation 1; and
3. Adopt the amendment to the Dartmouth Land Use By-law, which shall be substantially in the same form as set out in Attachment A.

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

1. Approve the proposed development agreement, which shall be substantially in the same form as set out in Attachment B of this report; and
2. Require that the 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

EDM on behalf of North American Development Group has applied to rezone land in Dartmouth Crossing to Burnside Comprehensive Development District (BCDD) Zone and to enter into a development agreement to allow for two multi-unit residential buildings.

Subject Site	Finlay and Shubie Drives
Location	Dartmouth Crossing, Dartmouth
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Burnside Comprehensive Development District (BCDD)
Zoning (Map 2)	General Industrial (I-2) Zone
Size of Site	10.5 hectares (25.9 acres) total
Street Frontage	680 metres (2231 ft) approx.
Current Land Use(s)	Vacant
Surrounding Use(s)	Large format retail use, vacant land, City of Lakes Business Park

Proposal Details

The applicant is requesting to rezone the land to Burnside Comprehensive Development District (BCDD) Zone to enable the ability to enter into a development agreement for residential uses. The applicant is proposing two multi unit residential buildings in Phase 1 of the development as shown on Schedule B in Attachment B.

Subject to the market response to Phase 1, Phase 2 would be for future residential uses or for commercial development. The major aspects of the proposal are as follows:

Area A

- maximum residential density on the site is 325 dwelling units between 2 buildings;
- a mix of residential, retail, office, institutional, recreation and park spaces;
- building A has a maximum height of 15 storeys and 51 metres (167 ft.);
- building B has a maximum height of 7 storeys and 25 metres (82 ft.);
- access via a private driveway;
- two phased development; and
- central park space with bioswale and trail.

Area B

- Future development in Phase 2, will proceed via substantive amendment to this agreement except for additions to Building B which can be considered as a non-substantive amendment.

Area C

- Permitted uses are commercial retail, office, institutional, recreation and park spaces in accordance with the requirements of the I-2 Zone.

Approval Process

The approval process for this application involves two steps:

- i) First, Harbour East Marine Drive Community Council must consider and, if deemed appropriate, approve the proposed amendment to the Land Use Bylaw to rezone the lands to BCDD Zone; and
- ii) Second, Harbour East Marine Drive Community Council must consider and, if deemed appropriate, approve the proposed Development Agreement once the Land Use Bylaw amendment has come into effect.

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

Enabling Policy and LUB Context

The lands are located within the Burnside Comprehensive Development District (BCDD) designation which enables the consideration of the Burnside Comprehensive Development District (BCDD) Zone. Once the BCDD zone is applied, Council may then consider residential development by development agreement subject to policies BC-15 and BC-16 of the Dartmouth MPS.

The Lands are currently zoned I-2 (General Industrial), which permits a wide array of industrial and commercial activities, but does not permit residential uses. The I-2 zone is presently applied throughout Dartmouth Crossing, Burnside and the City of Lakes Business Park.

COMMUNITY ENGAGEMENT

The community engagement process has been consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement on this file 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. No public comments were received about this proposal.

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.

The proposal will potentially impact local residents and property owners.

DISCUSSION

Staff has reviewed the proposal and advise it is consistent with the intent of the Dartmouth MPS. Attachment C provides a detailed evaluation MPS policies relative to the proposed Land Use Bylaw amendment and Development Agreement.

LUB Amendment

The Burnside Comprehensive Development District policies in the Dartmouth MPS contemplate residential uses within Burnside by development agreement to alleviate some of the pressures on the transportation systems that are caused by having land uses separated. The policy provides direction to consider potential land use impacts that could be caused by having business park uses and residential close together.

The lands are currently zoned I-2 and rezoning to the BCDD zone is required to enable consideration of residential development. The policy criteria requires a concept plan that includes an assessment of the physical nature of the land, transportation networks, land use and residential density. The original Dartmouth Crossing Concept Plan shows how the Dartmouth Crossing campus is intended to be built out, including the location of intended land uses, bike lanes, multi-use trails, and park land. A trail system is proposed on the site that will connect with potential trail connections through Fish Park and on to Shubie Park.

The lands are abutting the City of Lakes Business park to the West that has a large protected wetland adjacent to the property. The intention for City of Lakes Business Park is to develop the lands for office uses, which would be compatible with the proposed residential development.

Amenities

The subject lands are located in a retail destination and are well served with access to retail, grocery stores, movie theatres and park and trail systems. Additionally, within a 2-kilometer radius, other amenities including the new Dartmouth 4 pad arena, the Harbour East all weather field, and parks such as Spectacle Lake Park, Fish Park and Shubie Park. The site is poorly located for public schools within walking distance, however there is a private school, Newbridge Academy, located approximately 1.6 km away which offers preschool to Grade 12. The nearest public elementary school is John MacNeil Elementary School which is located 3.6 km away, and would require bussing to and from the school.

Proposed Development Agreement

Attachment B contains the proposed development agreement which provides the conditions under which the development may occur. The proposed agreement addresses the following matters:

- Controls on the height, massing, design and materials of the building;
- Maximum residential density on Area A of 325 units with a minimum of 25% of the dwelling units to contain two bedrooms or more;
- Provisions requiring a multi-use trail to be constructed through the site;
- Development of an open space area with an engineered bioswale as part of the stormwater management system; and
- The development of Area C for commercial, institutional, recreation, office or park use in accordance with the requirements of the I-2 Zone in the Dartmouth LUB.

As the site is located in an existing commercial context without existing residential uses, there are no impacts on existing residents. The presence of active and extensive commercial uses should ensure that new residents are aware of potential for nuisance impacts from existing commercial activity at the time of purchase or lease.

Staff did not receive any submissions or comments from the public about this proposal. Due in part to this, the proposed development agreement has been structured to allow for a range of changes to be considered through a non-substantive process. The following items have been identified as suitable for consideration through this process:

- Changes to the parking, circulation and access measures;
- Changes to the landscaping measures;
- Changes to the signage requirements;
- The granting of an extension to the date of commencement of construction;

- The length of time for the completion of the development;
- Changes to the building massing;
- Development of addition to Building B on Area B; and
- Changes to the hours of operations.

The attached development agreement will permit residential use as the primary use on Area A, subject to the controls identified above. Of the matters addressed by the proposed development agreement as shown in Attachment B, the following have been identified for detailed discussion.

Building Design

Policy BC-16 identifies the criteria that shall be considered when requesting a development agreement within a BCDD Zone. The policy requires a mix of multiple unit dwellings and townhouses that have a variation in architectural design, building definition with base, middle and top and that the upper storey promotes visual interest in the skyline.

There are two buildings proposed for the site which have been designed by two different architects to create that distinct variation in style. Building A has two towers, a 15-storey tower and a 12-storey tower, on a shared townhouse style podium. The building has a two-storey streetwall and a substantial setback before the towers are constructed. Colour and material are used to define the building and to add visual interest and the massing is broken up by varying the vertical façade. The parking garage is behind the town house podium, screening it from view.

Building B is a 7-storey midrise building that uses materials to distinguish between the base, middle and top of the building. The top of the building is defined by using aluminum or glass curtain wall, while the rest of the building is stone and brick, creating a lightness to the top. This building massing is broken up by articulating the façade, in and out to create more visual interest.

Phasing

The policy directs HEMDCC to consider the phasing of the development. The two residential buildings are proposed under phase 1 of the development. Should residential development in this area prove successful, the development agreement allows for the consideration of an addition to Building B through a non-substantive process.

All other development on Area B will require a substantive amendment to the development agreement.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is consistent with the intent of the MPS. The proposed buildings are visually distinct and varied, the density is consistent with the policy and the residential uses are adequately buffered from the surrounding uses, which is all consistent with the policy goals. Therefore, staff recommend that the Harbour East Marine Drive Community Council approve the rezoning and 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 2018 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make

decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed LUB amendments and development agreement are contained within the Discussion section of this report

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

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

ATTACHMENTS

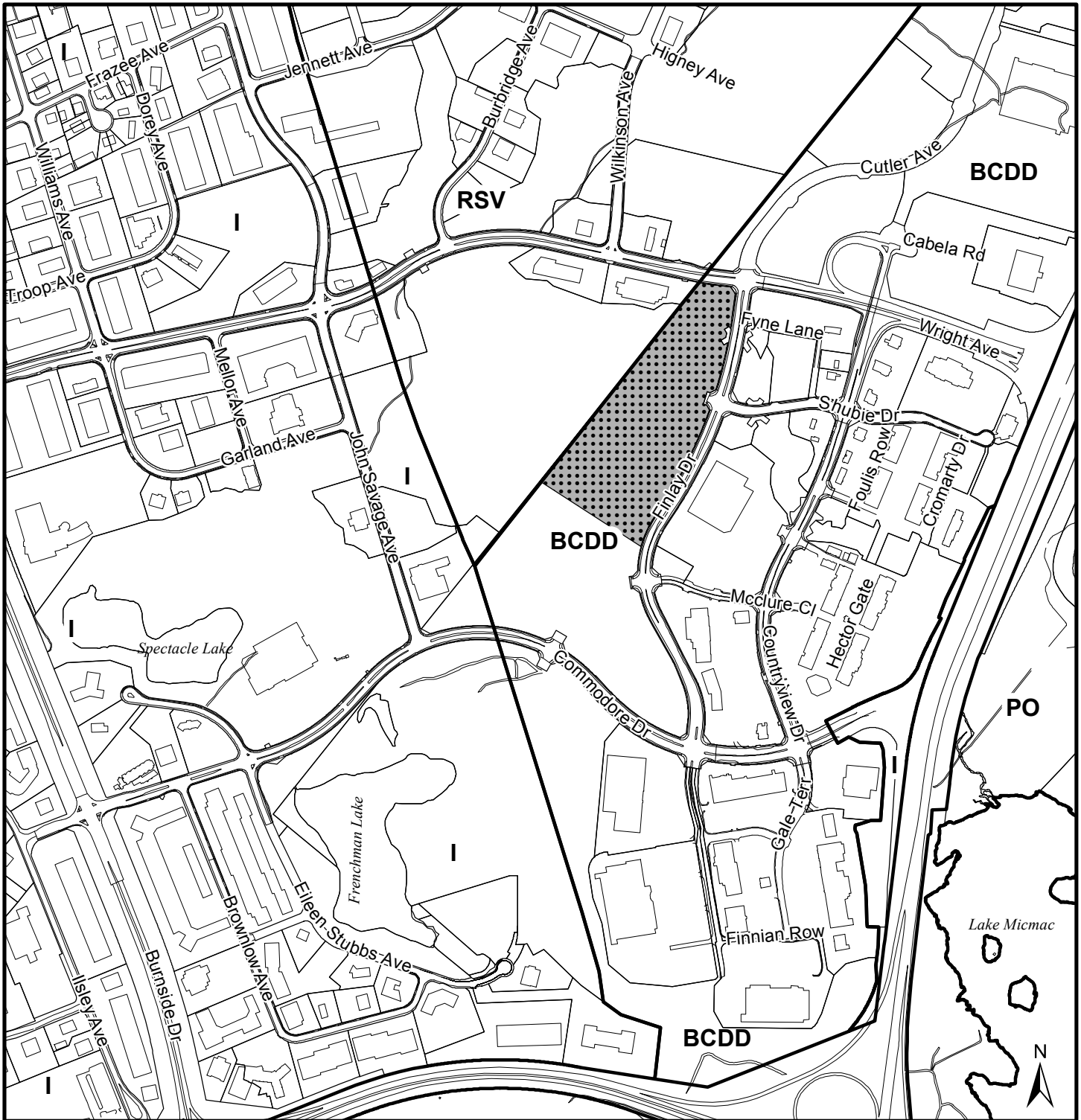
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Land Use Bylaw Amendment
Attachment B:	Proposed Development Agreement
Attachment C:	Review of Relevant Dartmouth MPS Policies

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

Report Prepared by: Jennifer Chapman Planner III 902.490.3999

Original Signed

Report Approved by: _____
Maggie Holm, Principal Planner - Urban Enabled Applications 902-293-9496



Map 1 - Generalized Future Land Use

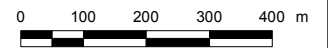
Parcel 41462532
Dartmouth Crossing

HALIFAX

 Subject Property

Designation

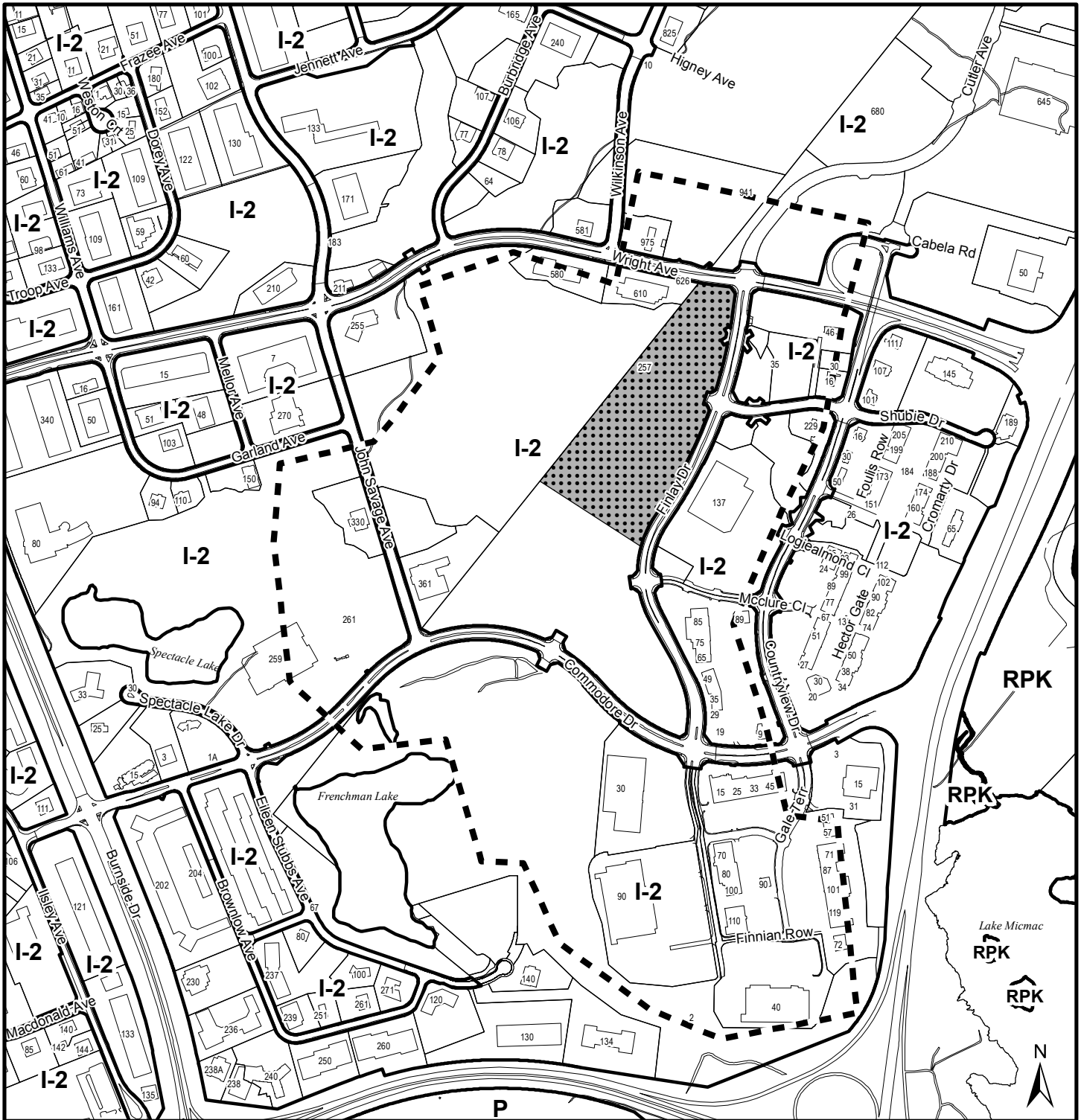
- I Industrial
- RSV Reserve
- PO Park & Open Space
- BCDD Burnside Comprehensive Development District



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.

Dartmouth Plan Area



Map 2 - Zoning and Notification

Parcel 41462532
 Dartmouth Crossing

Subject Property

Area of Notification

Zone
 I-2 General Industrial
 RPK Regional Park
 P Park



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

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Dartmouth Land Use By-law Area

ATTACHMENT A

Proposed Amendment to the Dartmouth Land Use By-law

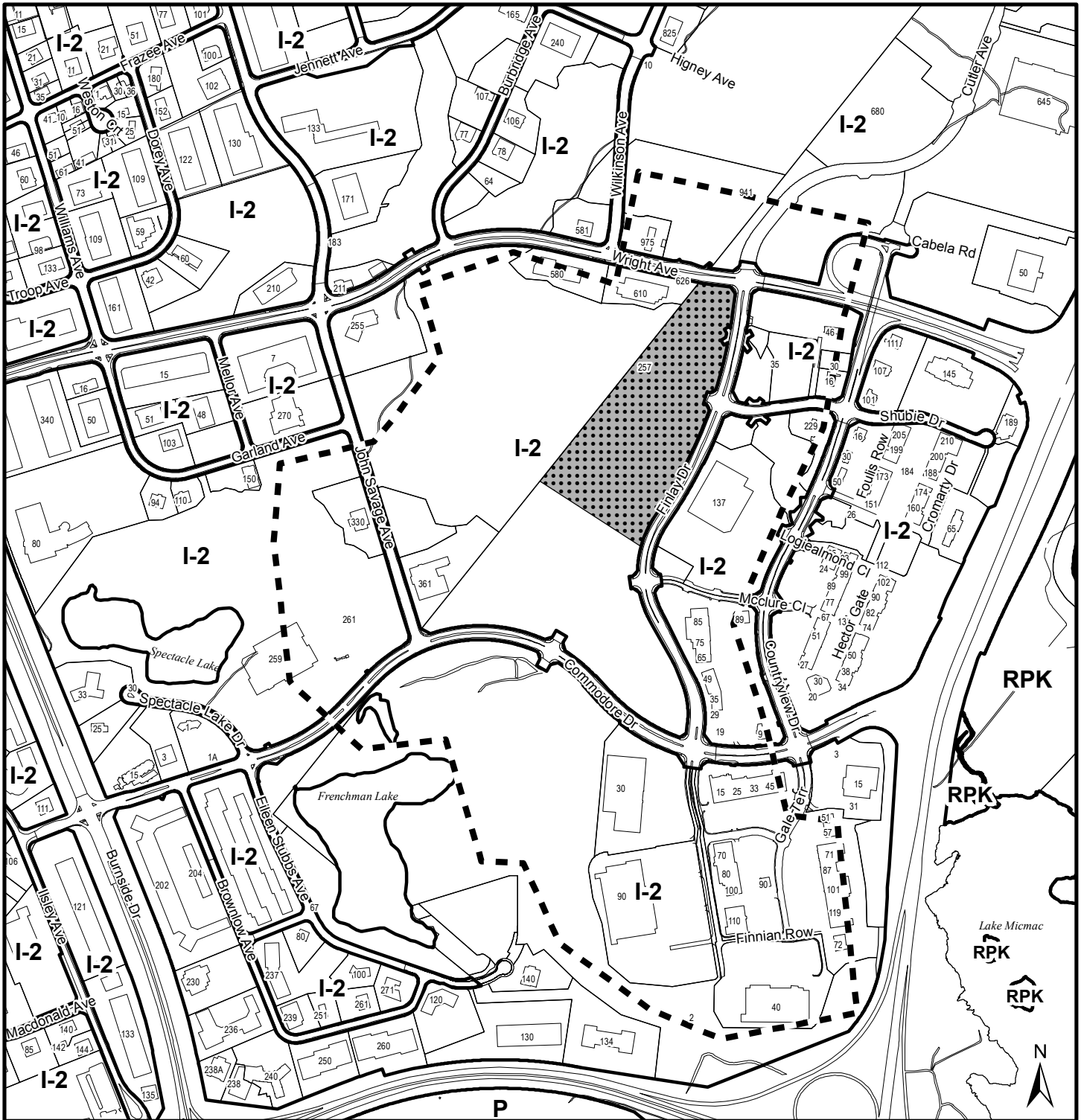
BE IT ENACTED by the Harbour East Marine Drive Community Council of the Halifax Regional Municipality that the Land Use By-law for Dartmouth is hereby further amended as follows:

1. The Dartmouth Zoning Map is amended by rezoning a portion of the lands identified as PID# 41462532, Dartmouth, from the I-2 (General Industrial) Zone to the BCDD (Burnside Comprehensive Development District) Zone, as illustrated in Schedule A attached hereto.

THIS IS TO CERTIFY that the by-law of which this is a true copy was duly passed at a duly called meeting of the Harbour East Marine Drive Community Council of Halifax Regional Municipality held on the _____ day of _____, 20__.


GIVEN under the hand of the municipal clerk and under the Corporate Seal of the said Municipality this ____ day of _____, 201__.

Municipal Clerk



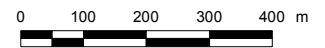
Schedule A

Parcel 4 1462532
Dartmouth Crossing

 Area to be Rezoned from I-2 General Industrial to BCDD Burnside Comprehensive Development District

Zone
I-2 General Industrial
RPK Regional Park
P Park

HALIFAX



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

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

Dartmouth Land Use By-law Area

ATTACHMENT B

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 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 North of
Commodore Drive and West of Finlay Drive in Dartmouth Crossing 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 residential development on the Lands pursuant to the provisions of the *Halifax
Regional Municipality Charter* and pursuant to Policies BC-15 and BC-16 of the Dartmouth Municipal
Planning Strategy and Section 18 W of the Dartmouth Land Use By-law;

AND WHEREAS the Harbour East Community Council for the Municipality approved this request
at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 20395;

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

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) **Townhouse:** Three or more individual dwellings which are attached vertically and each dwelling having its own independent access. A townhouse dwelling unit may be located on top of or immediately adjacent to a parking structure, and may include two internal stacked units within each townhouse ("stacked townhouse").
- (b) **Common-Private Driveway:** a shared driveway that is not a public street and has not been accepted and is not maintained by the Municipality or the Province.
- (c) **Multi-use Pathway -** a common pathway system that is not a public sidewalk, that has not been accepted and which is not maintained by the Municipality or the Province.

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 20395.

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule B-1	Site Plan, Area A
Schedule C	Building A Elevations
Schedule D	Building B Elevations
Schedule E	Preliminary Landscape Plan
Schedule F	Bioswale Design

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of any municipal permits, the Developer shall complete the Multi-unit/Industrial/Commercial/Institutional (MICI) permit application review process.
- 3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:
- (a) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer, and includes bioswale design in accordance with Schedule F of this Agreement; and
 - (b) Detailed design of the Common-Private Driveway, designed by a Professional Engineer and approved by the Development Engineer and Fire and Emergency Services.

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

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the landscaping requirements as set out in Section 3.8, and the approved engineering plans.

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:

- (i) townhouse;
- (ii) apartment building;
- (iii) commercial retail;
- (iv) institutional;
- (v) recreation;
- (vi) offices; and
- (vii) park space

3.3.2 The residential density for the buildings in Area A as shown on Schedule B and Schedule B-1 shall not exceed 325 dwelling units.

3.3.3 A minimum of 25% of the dwelling units shall contain two or more bedrooms.

3.3.4 Notwithstanding the other requirements of this agreement, lands identified as Area C on Schedule B, may be developed for commercial, institutional, recreation, office or park use in accordance with the requirements of the I-2 zone in the Dartmouth Land Use By-law.

3.4 Detailed Description of Land Use

3.4.1 Development on Area A shall comply with the following conditions:

- (i) the development of Building A and Building B on Area A;
- (ii) the development of the multi-use pathway as shown on Schedule B and Schedule B-1 and in accordance with Section 3.8 of this agreement;
- (iii) installation of landscaping in accordance with Section 3.8 of this agreement;
- (iv) development of the private driveway, in accordance with Schedule B and Schedule B-1 of this agreement; and
- (v) the development of the central open space system and stormwater management system as shown on Schedule E and Schedule F.

3.4.2 Development of Area B shall not be permitted until the requirements of Section 3.4.1 are satisfied.

3.4.3 Notwithstanding 3.4.2 an addition to Building B may be requested prior to the construction of Building A, in accordance with Section 6.1.g.

3.5 Siting and Architectural Requirements

3.5.1 The building's height shall comply with the following:

- (a) The maximum height of Building A shall not exceed fifteen (15) storeys and 51 metres above average grade measured on the east side of the building, not including mechanical equipment.
- (b) The maximum height of Building B shall not exceed seven (7) storeys and 25 metres above average grade measured on the east side of the building, not including mechanical equipment.

3.5.2

- (a) Building A: The building's massing, exterior design and materials shall be as generally shown on Schedule C.
- (b) Building B: The building's massing, exterior design and materials shall be as generally shown on Schedule D.

3.5.3 The main entrances to the buildings shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face the proposed street. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

3.5.4 The façades facing the proposed common-private driveway 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.

3.5.5 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.

3.5.6 Any exposed foundation in excess of 0.75 metres in height, that are visible from the private driveway or a public street shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

3.5.7 Exterior building materials shall not include vinyl siding but may include any combination of the following:

- clay masonry;
- non-combustible cladding;
- concrete split face masonry;
- cut stone masonry;
- random stone masonry; or
- acceptable equivalent in the opinion of the Development Officer.

3.5.8 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 the colour of the adjacent surface, except where used expressly as an accent.

3.5.9 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from proposed private driveway. 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.

- 3.5.10 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.5.11 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.5.12 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter, and encourage pedestrian movement.

3.6 PARKING, CIRCULATION AND ACCESS

- 3.6.1 Vehicular access to the lands on Area A shall be provided by a private driveway as generally shown on the Schedules of this Agreement.
- 3.6.2 The 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.
- 3.6.3 The parking areas for Area A shall be sited as generally shown on Schedule B and Schedule B-1.
- 3.6.4 The parking areas located within the buildings shall provide a minimum of 1 parking space per residential unit.
- 3.6.5 Parking areas located within a building, but above ground, shall not be permitted to front on the private driveway.
- 3.6.6 The limits of the private driveway and the vehicle surface parking areas shall be generally defined by concrete curb or suitable alternative, except where not suitable due to the stormwater management features, including a bioswale feature in the private linear park.
- 3.6.7 Bicycle parking shall be provided as required by the Dartmouth Land Use By-law, as amended from time to time.
- 3.6.8 It is the responsibility of the Developer to provide all required easements over the properties, for the common-private driveway and the multi-use pathway as shown on Schedule B and Schedule B-1.

3.7 OUTDOOR LIGHTING

- 3.7.1 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 private driveway and multi use pathway, shall be illuminated,
 - (b) Required lighting shall be directed away from adjacent lots and buildings and shall use a full cut-off design;
 - (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; and

- (d) The tower tops of Building A shall use decorative lighting to clearly articulate the top of the building and to make an appropriate contribution to the quality and character of the skyline.

3.8 LANDSCAPING

- 3.8.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.2 Notwithstanding 3.8.1 the Developer may also transplant existing native materials to create natural features in the bioswale and buffers in conformity with Section 3.8.3.
- 3.8.3 Prior to the issuance of a Construction Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule E. 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, including:
 - (a) The multi-use pathway, as generally shown on Schedule B, B-1 and E shall be constructed of asphalt or other material deemed suitable by the Development Officer, in compliance with the Active Transportation Standard, in the Municipal Design Guidelines.
- 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 Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.8.5 Notwithstanding Section 3.8.4, the 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 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.
- 3.9.2 All disturbed areas shall be reinstated to original condition or better.

3.10 SIGNS

- 3.10.1 The sign requirements shall be accordance with the Dartmouth Land Use By-law as amended from time to time.
- 3.10.2 A maximum of one (1) ground sign shall be permitted on Area A at the Finlay Drive and Shubie Drive intersection as shown on Schedule B, or suitable location as determined by the Development Officer, and shall be for the purposes of identifying the residential neighbourhood and commercial uses;
- (a) Ground sign shall not exceed 3.05 metres (10) feet in height above established grade;
 - (b) Ground sign shall be setback a minimum of 1.83 metres (6 feet) from any abutting property;
 - (c) Ground sign shall not exceed a sign face width of 6.1 metres (20 feet); and
 - (d) Ornamental plants shall be incorporated around the entire base of a ground sign.

3.10.3 Signs used for wayfinding shall be permitted.

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

3.10.5 Billboards shall not be permitted on the site.

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 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the proposed street. 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 the roof provided the equipment is screened and not visible from the proposed street or incorporated in to the architectural treatments and roof structure.

3.13 HOURS OF OPERATION

3.13.1 Business uses shall not be permitted to operate between the hours of 12 am and 5 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 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

4.1.1 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.

- 4.1.2 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.
- 4.1.3 All secondary or primary (as applicable) electrical, telephone and cable service to all residential or commercial buildings shall be underground installation, when connected from the central driveway area. Overhead connections may be permitted from Finlay Drive, provided a landscaped buffer is used for screening, as shown on Schedule B and Schedule B-1.
- 4.1.4 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.
- 4.1.5 The building shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1 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:
 - (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater management system in accordance with the overall approved Dartmouth Crossing Stormwater Management Plan dated 2006.

Sulphide Bearing Materials

- 5.3.1 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 AND VARIANCES

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
- (a) Changes to the parking, circulation and access measures as detailed in Section 3.6 or which, in the opinion of the Development Officer, do not conform with Schedule B or Schedule B-1;
 - (b) Changes to the landscaping measures as detailed in Section 3.8 or which, in the opinion of the Development Officer, do not conform with Schedule E;
 - (c) Changes to the signage requirements as detailed in Section 3.10;
 - (d) The granting of an extension to the date of commencement of construction as identified in Section 7.4 of this Agreement;
 - (e) The length of time for the completion of the development as identified in Section 7.5 of this Agreement;
 - (f) Changes to the building massing, as shown on Schedules C and D;
 - (g) Development of addition to Building B, with a maximum density of 60 units, on Area B, as generally shown on Schedule B and Schedule B-1;
 - (h) Changes to the hours of operations, as referenced in Section 3.13; and
 - (i) Any changes required to the schedules to allow for anything listed as a non-substantive amendment in Section 6.1.

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 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 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 excavation for and 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 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 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 and Land Use By-law for Dartmouth as may be amended from time to time.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after seven (7) years from the date of registration of this Agreement at the Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

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 (24) 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 thirty (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.

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

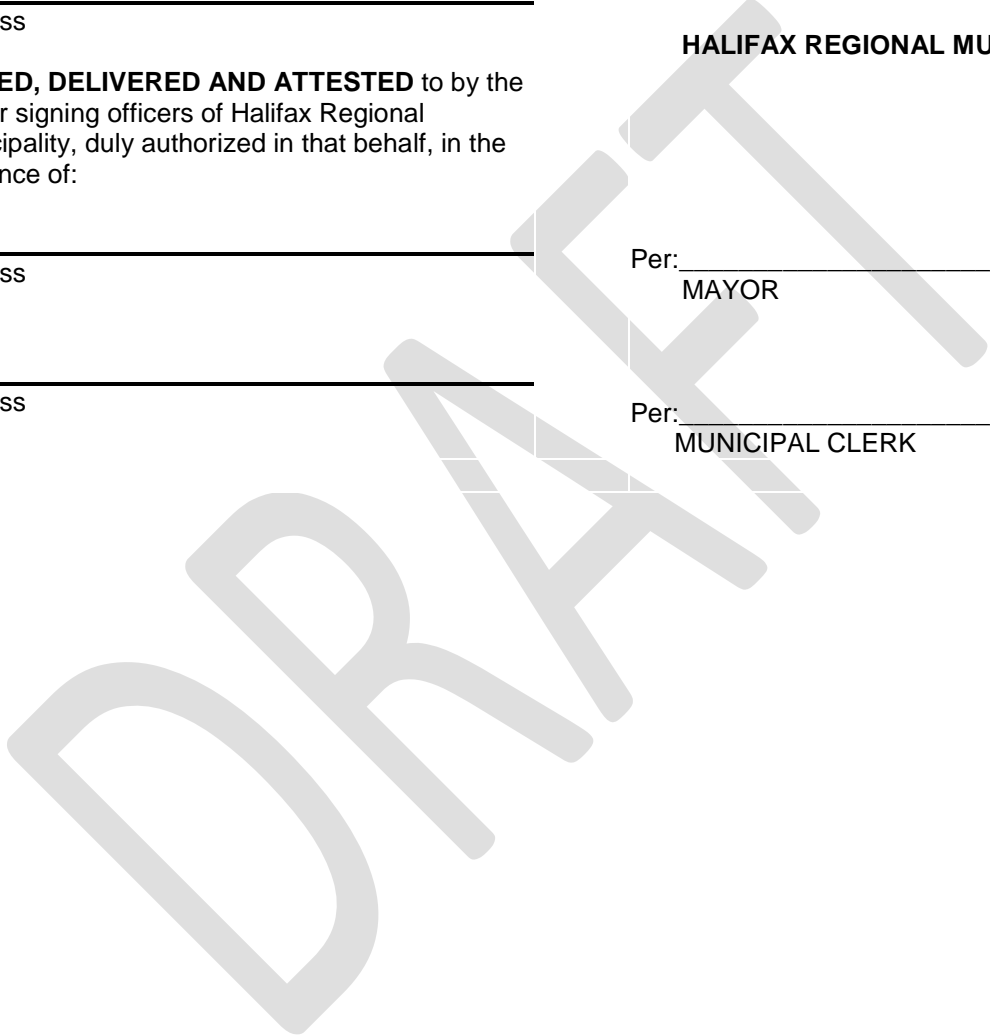
Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

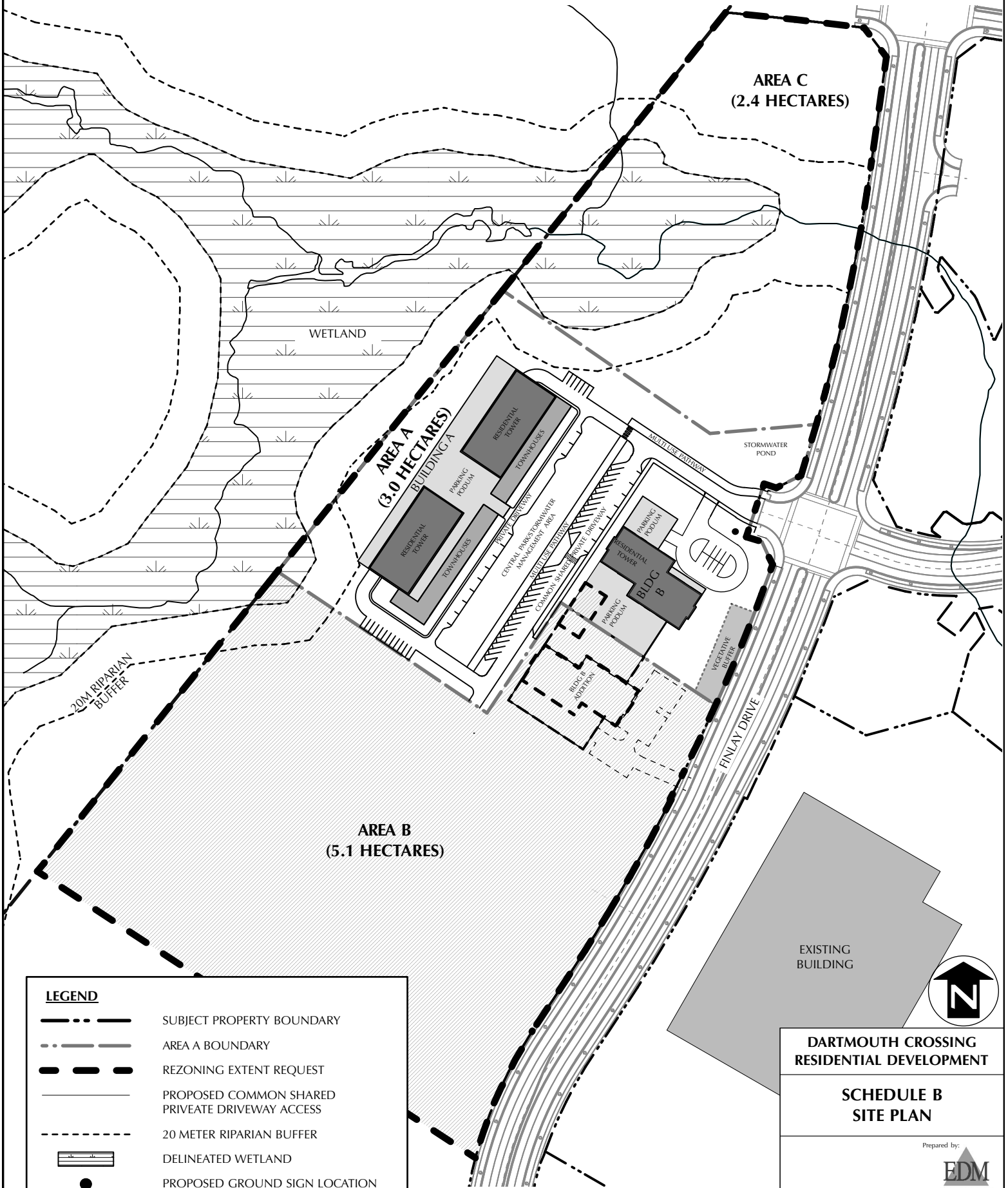
A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

Schedule B: Site Plan



LEGEND

- SUBJECT PROPERTY BOUNDARY
- AREA A BOUNDARY
- REZONING EXTENT REQUEST
- PROPOSED COMMON SHARED PRIVATE DRIVEWAY ACCESS
- 20 METER RIPARIAN BUFFER
- DELINEATED WETLAND
- PROPOSED GROUND SIGN LOCATION
- BUILDING B ADDITION
- FUTURE ACCESS

Date: 18-2-20
 File name: Pad60_DA Schedules.vwx

**DARTMOUTH CROSSING
 RESIDENTIAL DEVELOPMENT**

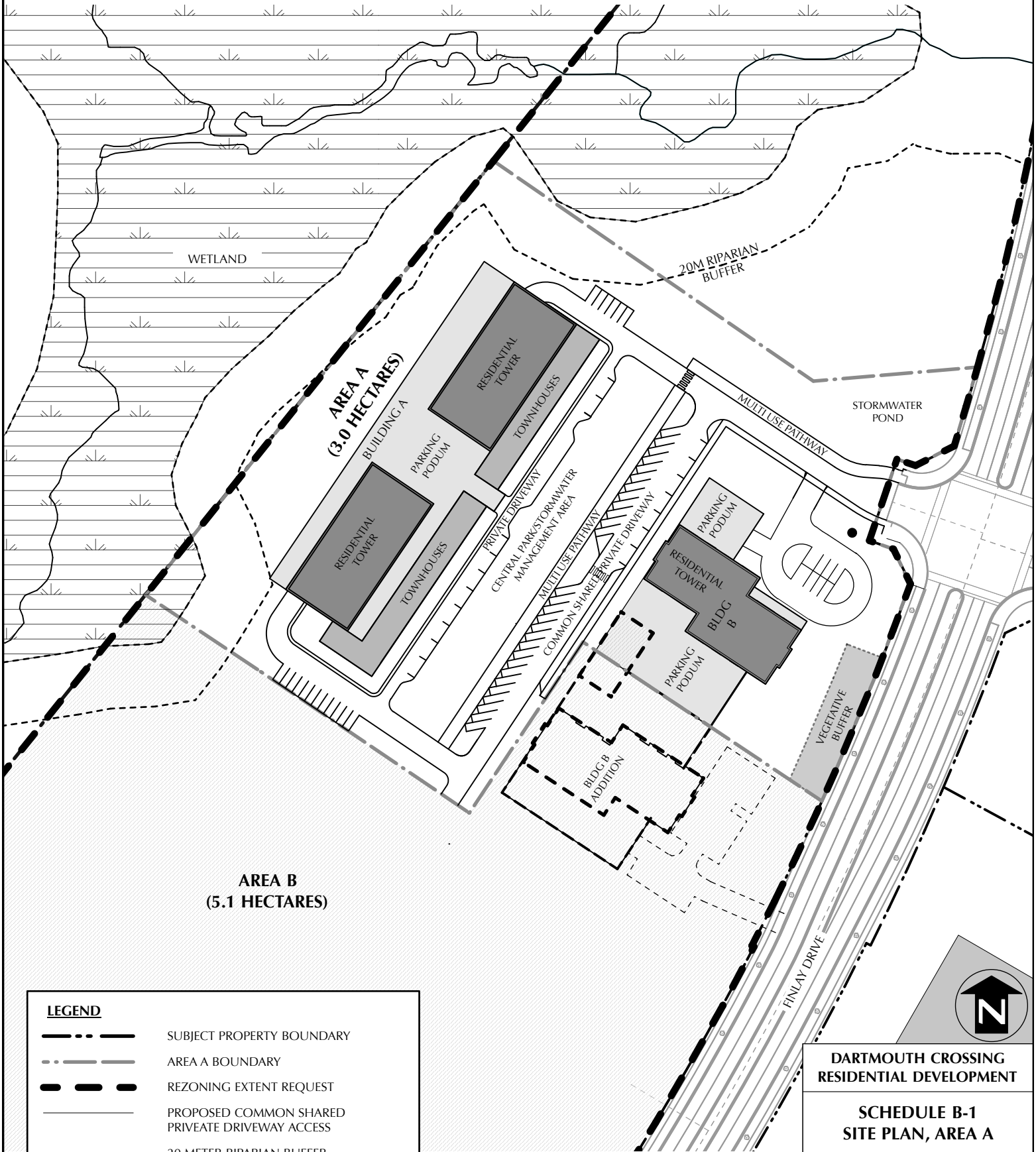
**SCHEDULE B
 SITE PLAN**

Prepared by:
 EDM
 ENVIRONMENTAL DESIGN
 AND MANAGEMENT LIMITED

Date	17/05/12	Design	MN
Scale	1:2400	Drawn	JH
Revision Date	-	Approved	-
Revision	A	Project No.	03-640



Schedule B1: Site Plan Area A



**AREA B
(5.1 HECTARES)**

LEGEND

- SUBJECT PROPERTY BOUNDARY
- AREA A BOUNDARY
- REZONING EXTENT REQUEST
- PROPOSED COMMON SHARED PRIVATE DRIVEWAY ACCESS
- 20 METER RIPARIAN BUFFER
- DELINEATED WETLAND
- PROPOSED GROUND SIGN LOCATION
- BUILDING B ADDITION
- FUTURE ACCESS



**DARTMOUTH CROSSING
RESIDENTIAL DEVELOPMENT**

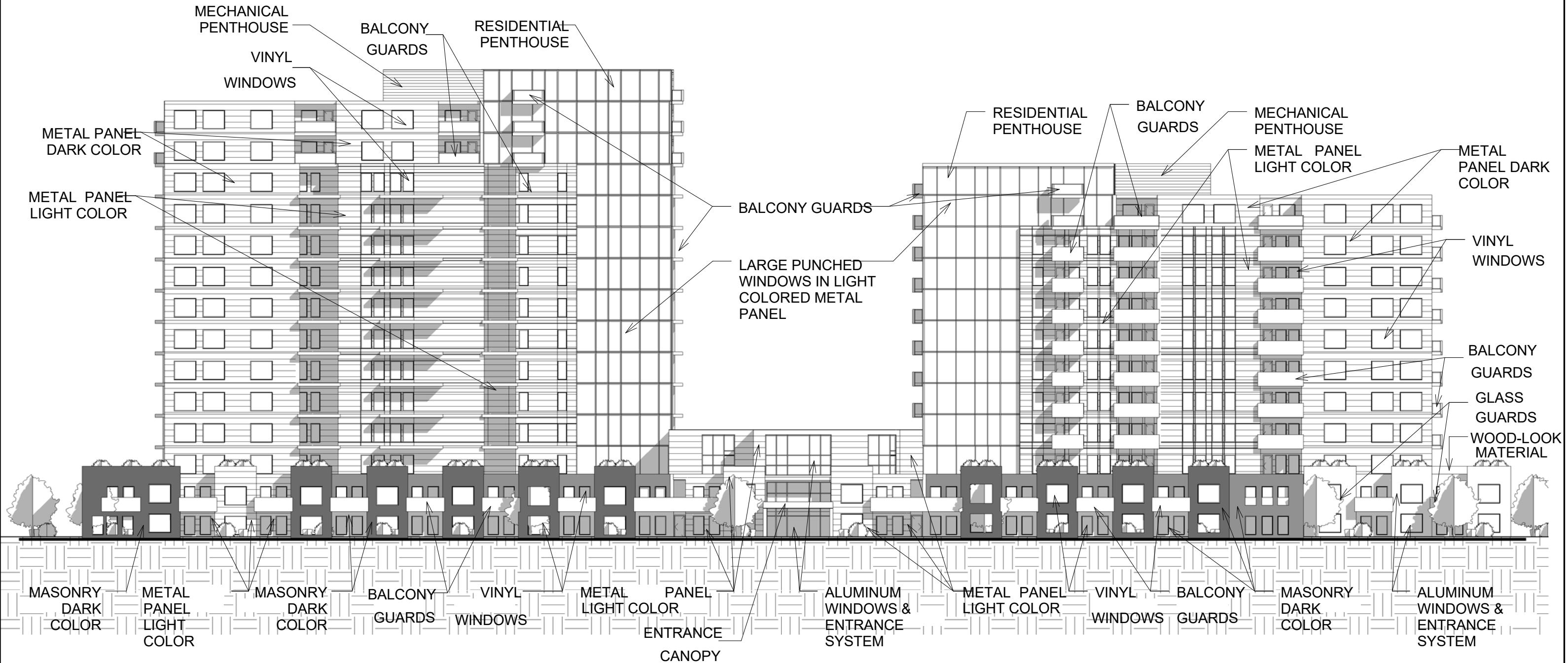
**SCHEDULE B-1
SITE PLAN, AREA A**

Prepared by:
EDM
ENVIRONMENTAL DESIGN
AND MANAGEMENT LIMITED

Date: 18-3-7
File name: Pad60_DA Schedules.vwx

Date	18/03/07	Design	MN
Scale	1:1600	Drawn	JH
Revision Date	-	Approved	-
Revision	A	Project No.	03-640

Schedule C: Building A Elevations



DARTMOUTH CROSSING
DARTMOUTH, NS

REVISIONS	NO.	DESCRIPTION	BY	DATE

1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.
2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED.
3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.



ISSUED FOR:
REVISED DATA

DRAWING:
EAST ELEVATION

DATE:
06/23/17

SCALE:
1" = 30'-0"

DRAWING NO.:
A301

Schedule D: Building B Elevations



- ACM SOFFITT PANEL
- BRICK MASONRY VENEER
- SOLDIER COURSING
- BRICK MASONRY VENEER
- PVC WINDOW BLACK
- ARCHITECTURAL STONE
- ARCHITECTURAL CONCRETE
- GARAGE ENTRY
- STEEL COLUMN

C.BLOCK — ARCHITECTURAL CONCRETE



- ACM PANEL
- ALUM SCREEN FOR MECH EQUIP
- ALUM/GLASS CURTAIN WALL
- SOLDIER COURSING
- BRICK MASONRY VENEER
- ALUMINUM. T. GLASS RAIL
- ARCHITECTURAL BLOCK
- ARCHITECTURAL CONCRETE

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RESIDENTIAL DEVELOPMENT

DARTMOUTH CROSSING LTD.

NE & SE ELEVATIONS

SCHEMATIC



Kassner Goodspeed Architects Ltd.

5663 Cornwallis Street, Suite 200 Halifax, NS B3K 1B6
 tel 902 422 1557 | fax 902 422 8685 | www.kgarch.ns.ca

1" = 30'-0"
 Jun 21, 2017

dan / Jun 21, 2017, 16:39 / F:\Projects\2016\1601 - Dartmouth Crossing L-1\DWG\1601_ELEVATIONS.dwg



- ACM SOFFITT PANEL
- ALUM/GLASS CURTAIN WALL
- SOLDIER COURSING
- BRICK MASONRY VENEER
- PVC WINDOWS, BLACK
- LINE OF FUTURE TOWNHOUSE UNIT



- BRICK MASONRY VENEER
- ALUM/GLASS CURTAIN WALL
- SOLDIER COURSING
- BRICK MASONRY VENEER
- ALUMINUM. T. GLASS RAIL
- PVC WINDOWS - BLACK
- ARCHITECTURAL BLOCK

RESIDENTIAL DEVELOPMENT

NW & SW ELEVATIONS

DARTMOUTH CROSSING LTD.

SCHEMATIC

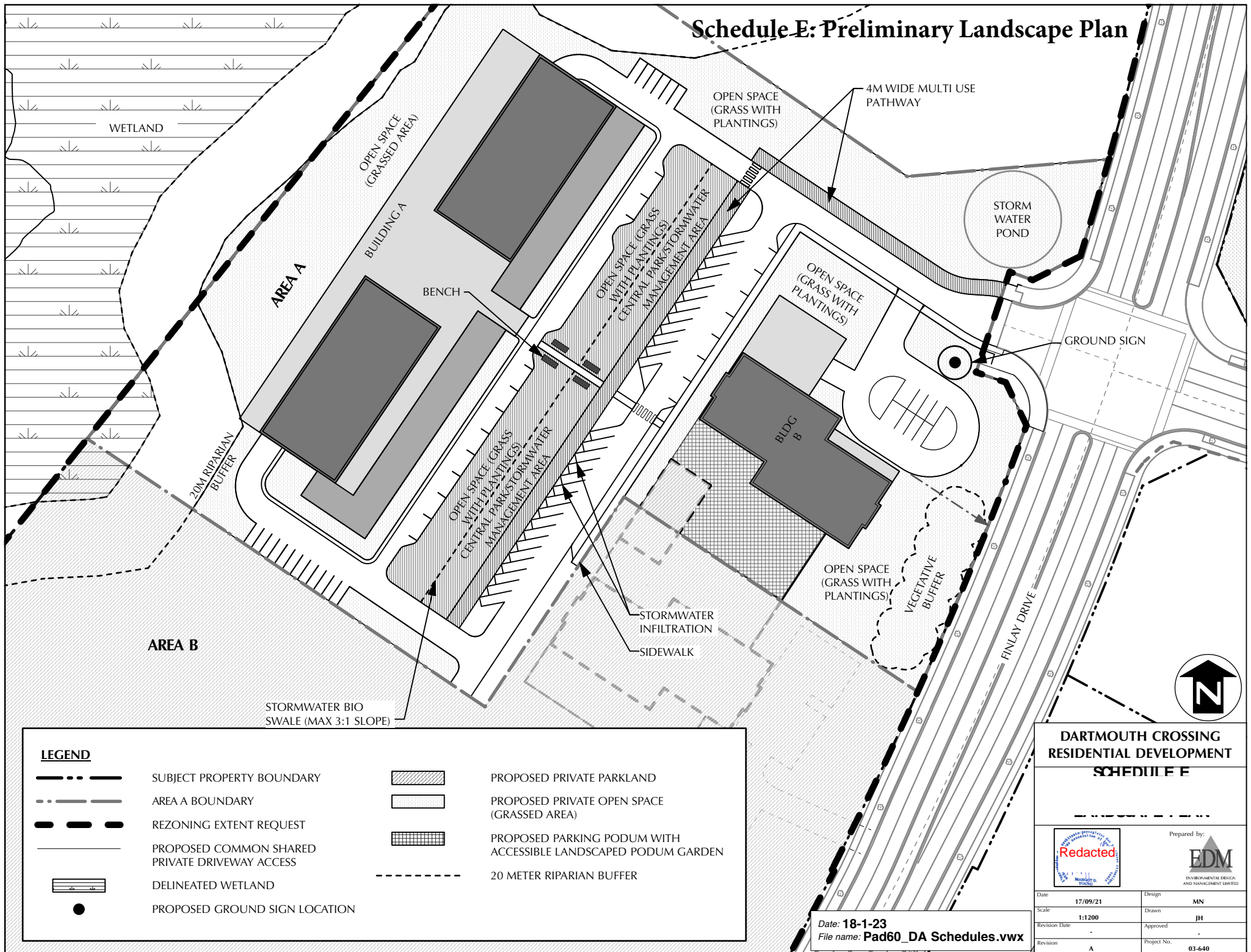


Kassner Goodspeed Architects Ltd.

5663 Cornwallis Street, Suite 200 Halifax, NS B3K 1B6
tel 902 422 1557 | fax 902 422 8685 | www.kgarch.ns.ca

1" = 30'-0"
Jun 21, 2017

Schedule E: Preliminary Landscape Plan



LEGEND

	SUBJECT PROPERTY BOUNDARY		PROPOSED PRIVATE PARKLAND
	AREA A BOUNDARY		PROPOSED PRIVATE OPEN SPACE (GRASSED AREA)
	REZONING EXTENT REQUEST		PROPOSED PARKING PODUM WITH ACCESSIBLE LANDSCAPED PODUM GARDEN
	PROPOSED COMMON SHARED PRIVATE DRIVEWAY ACCESS		20 METER RIPARIAN BUFFER
	DELINEATED WETLAND		
	PROPOSED GROUND SIGN LOCATION		



**DARTMOUTH CROSSING
RESIDENTIAL DEVELOPMENT
SCHEDULE E**

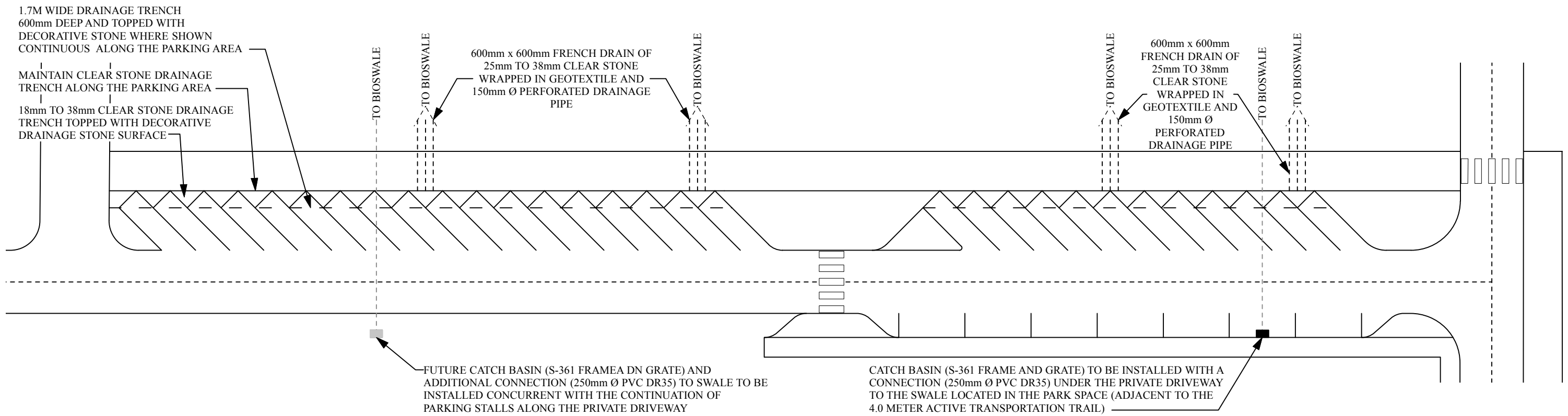
Prepared by:

Date: 17/09/21
Scale: 1:1200
Revision Date: -
Revision: A

Design: MN
Drawn: JH
Approved: -
Project No.: 03-640

Date: 18-1-23
File name: Pad60_DA Schedules.vwx

Schedule F: Bioswale Design



DARTMOUTH CROSSING LIMITED
INFILTRATION TRENCH DETAILS

Date: 17-9-29
File name: 20160501_PAD60Phase1.vwx

SCALE:
1:400

DATE:
2017-09-29

Attachment C: Review of Relevant Dartmouth MPS Policies

Policy	Comment
<p><i>Policy BC-14</i> Within the Burnside Comprehensive Development District, HRM may consider rezoning lands to the Burnside Comprehensive Development District (BCDD) Zone.</p>	<p>The subject lands are located within BCDD designation.</p>
<p><i>Policy BC-15</i> The Burnside Comprehensive Development District (BCDD) Zone shall permit a mix of multiple unit dwellings, townhouses, commercial, office, institutional and recreation uses subject to the provisions of a development agreement.</p> <p>Prior to considering any development agreement within the BCDD Zone, HRM shall require a concept plan for the entire area. The concept plan shall include the following information, some or all of which may be made part of any agreement as HRM deems necessary to fully describe and control the development:</p>	
<p>(a) a map(s) and assessment of the physical nature of the land, including its topography, and any significant vegetation, natural features and environmental characteristics that would shape and enhance the development;</p>	<p>There is challenging terrain on parts of the property with steep slopes. Additionally, the site is adjacent to a large wetland and Grassy Brook also travels across the site, but away from proposed buildings.</p>
<p>(b) a transportation plan, including vehicular, pedestrian and public transit systems, and traffic impact analysis sufficient to evaluate the internal and off-site implications of the systems;</p>	<p>A Traffic Impact Statement, and an addendum, has been reviewed and deemed acceptable by the HRM Development Engineer.</p>
<p>(c) the method of providing municipal wastewater and water distribution services to the development;</p>	<p>No issues have been identified.</p>
<p>(d) the general phasing of development;</p>	<p>Phasing provided for in the development agreement.</p>
<p>(e) the distribution and nature of all land uses;</p>	<p>Residential is proposed in Area A, and is anticipated in Area B. Area C is intended for commercial use</p>
<p>(f) the total number and type of dwelling units, and the gross residential density proposed in the whole development and each of the phases.</p>	<p>Total site density provided at 1200 units. as well as approximate density for each phase. Phase 1 is now capped at 325 in the DA.</p>
<p><i>Policy BC-16</i> Notwithstanding the CDD policies within the Residential Section, further to the provisions of Policy BC-15, in considering approval of a development agreement within</p>	

<p>the Burnside Comprehensive Development District (BCDD) Zone, HRM shall consider the following:</p>	
<p>(a) the mix of residential uses, which shall consist of multiple unit dwellings and townhouses with a variation in architectural design;</p>	<p>Multi-unit dwellings include townhouse style dwellings within the podium on one of the buildings. The buildings are designed by two different architects to create variation in design, and include a mid-rise building and a high-rise buildings with townhouses at the podium.</p>
<p>(b) the density of townhouse and multiple unit development, which shall not exceed 89 and 124 units per net hectare, respectively;</p>	<p>Proposed total density of the site is 325 units. Net density is not defined, however, it would suggest that driveways, parking areas and park areas should be excluded. Therefore, it is estimated that approximately 30% of the land is being used for this purpose, resulting in a maximum permitted density of 447.3 units.</p>
<p>(c) that the residential component of the development is adequately separated and buffered from any existing or future potential heavy industrial use to mitigate land use conflicts;</p>	<p>The lands is located adjacent to City of Lakes, which is identified as Office/Commercial in the Business Parks Master Plan. The land is adjacent to a wetland, which is remaining unaltered.</p>
<p>(d) the architecture of mixed commercial, residential, institutional use buildings which should be clearly articulated as having a building base, building middle and building top through the use of cornice lines, changes of materials, window proportions, etc.;</p>	<p>Building A: Base and middle are defined, and top is defined through massing changes. Building B: base, middle and top are distinguished through the use of cornice lines and building materials. Top has massing changes to distinguish it from base and middle.</p>
<p>(e) the measures to integrate commercial, residential, institutional and recreation uses within and among buildings to alleviate potential impacts among uses;</p>	<p>Other uses are provided in the ground floor space (currently identified as daycare). Parking and entry ways are separate from residential uses.</p>
<p>(f) the land uses, which shall be well integrated through a system of pedestrian walkways, trails, footpaths, parks and natural areas;</p>	<p>The trail system proposed will connect to existing trail system.</p>
<p>(g) that the residential component is within a convenient walking distance of transit, services and amenities;</p>	<p>Bus route #72 stops on Findlay Drive and Commodore Drive, and route #56 stops on Countryview Drive.</p>
<p>(h) that the development is designed to foster a sense of place and public safety and to limit opportunities for crime;</p>	<p>A CPTED review did not identify any areas of concern. Park space/ bioswale will add to the sense of place.</p>

(i) human scaled elements, which shall be incorporated in the first three stories of the mid to high-rise buildings to enhance the pedestrian environment;	High rise building has a two storey podium with a setback to the towers to create that human scale. Building B has windows and doors on the ground floor, the building is articulated and includes building materials which promote a sense of human scale. The design also defines the base of the building as separate from the middle.
(j) that the upper stories of mid to high rise buildings are designed to promote visual interest and variety in the skyline;	The top of the buildings are varied, using different materials and massing to create interest.
(k) the hours of operation of any non-residential uses, including business uses located in residential buildings;	Hours of operation are restricted in the Development Agreement to exclude 24 hour operations.
(l) the safety and efficiency of all transportation systems, including the effects of driveways to and traffic from abutting uses and its effects on pedestrian walkway systems; and	The Traffic Impact Statement has been revised, and HRM Engineering has reviewed and accepted the Statement.
(m) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IP-1(c).	See below.
Implementation Policies	
<i>Policy IP-1 (c)</i> 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	Meets.
(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 proposal is a new use and form in the area, however it has been designed to be separate, and supports the existing uses.
(3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries	Landscaping and screening are provided in the development agreement. Access will be from a new driveway and allow the development to define its own context, and reduce the potential for impacts from adjacent land owners.
(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	Meets
(ii) the adequacy of sewer and water services and public utilities	Meets

(iii) the adequacy and proximity of schools, recreation and other public facilities	Meets.
(iv) the adequacy of transportation networks in adjacent to or leading to the development	Meets.
(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas	Will be considered at construction, separation distances from grassy brook will be required as per the Land Use Bylaw. Erosion and sediment control, stormwater and grading provisions are included in the development agreement.
(vi) preventing public access to the shorelines or the waterfront	N/A
(vii) the presence of natural, historical features, buildings or sites	Although it is a currently a natural area, it has been identified as a development district.
(viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized	Location within urban service district.
(ix) the detrimental economic or social effect that it may have on other areas of the City.	Is not anticipated to create a negative impact other areas of the City.
(5) that the proposal is not an obnoxious use	The proposal is for residential units and is not an obnoxious use
(6) that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or near by land uses and public facilities. Such controls may relate to, but are not limited to, the following:	
(i) type of use, density, and phasing	DA will regulate
(ii) emissions including air, water, noise	DA will regulate
(iii) traffic generation, access to and egress from the site, and parking	DA will regulate
(iv) open storage and landscaping	DA will regulate
(v) provisions for pedestrian movement and safety	DA will regulate
(vi) management of open space, parks, walkways	DA will regulate
(vii) drainage both natural and sub-surface and soil-stability	DA will regulate
(viii) performance bonds.	DA will regulate
(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. Wetlands are being avoided for development. Wetland is contiguous with a watercourse, and will require a 20 m of buffer.

<p>(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</p>	<p>Public consultation was held.</p>
<p>(9) that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:</p>	
<p>(i) Council with a clear indication of the nature of proposed development, and</p>	<p>Proposal is clear about nature of development. Details are in the DA</p>
<p>(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community</p>	<p>The site is suitable, and the wetlands are being avoided for development.</p>
<p>(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.</p>	<p>NA</p>