



P.O. Box 1749
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Item No. 4.1.1
Harbour East- Marine Drive Community Council
February 12, 2019

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

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

Original Signed

Jacques Dubé, Chief Administrative Officer

DATE: January 3, 2019

SUBJECT: **Case 20694: Rezoning and Development Agreement for 396, 398 and 400
Windmill Road, Dartmouth**

ORIGIN

Application by SNM Architect Limited.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

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

1. Give First Reading to consider approval of the proposed amendment to the Land Use By-law for Dartmouth, as set out in Attachment A, to rezone portions of the lands shown on Schedule AP, Dartmouth or the digitized version of the Dartmouth Zoning Map, whichever is in effect at the time of this amendment, from R-3 (Multiple Family Residential) Zone-Medium Density and C-3 (General Business) Zone to C-2 (General Business) Zone, and schedule a public hearing;
2. Give notice of motion to consider the proposed development agreement, as set out in Attachment B, and schedule a public hearing for the development agreement that shall be held concurrently with that indicated in Recommendation 1; and
3. Adopt the amendment to the Land Use By-law for Dartmouth, as set out in Attachment A.

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

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

SNM Architect Ltd., on behalf of Don Valardo Enterprises Ltd, is applying to develop a 10-storey mixed use building on Windmill Road. The site is located in the north end of Dartmouth, east of Shannon Park.

Subject Site	396, 398 and 400 Windmill Road
Location	North end of Dartmouth, Shannon Park is to the east
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Commercial (C)
Zoning (Map 2)	C-3 (General Business) Zone, C-2 (General Business) Zone, and R-3 (Multiple Family Residential) Zone-Medium Density
Size of Site	Approx. 5656.96 square metres (60,891 square feet)
Street Frontage	Approx. 68.1 metres (223.4 square feet)
Current Land Use(s)	Restaurant, vacant, parking, single unit dwelling
Surrounding Use(s)	Car dealership, collision centre, parking lots, Nova Scotia Power transmission uses, and mixed density residential

Proposal Details

The applicant proposes to construct a 10-storey mixed-use building on Windmill Road. The major aspects of the proposal are as follows:

- 1,375 square metres (14, 800.4 square feet) of commercial space;
- 11,275 square metres (121, 363 square feet) of residential space;
- Minimum of 700 square metres (7, 535 square feet) of outdoor amenity space;
- Maximum height of 44.5 metres (145 feet); and
- 82 interior parking spaces and 23 surface parking spaces.

Enabling Policy and LUB Context

Policies IP-5 and IP1(c) of the Dartmouth Municipal Planning Strategy (MPS) allow for the consideration of a rezoning and a development agreement for multi-unit residential buildings. This development agreement process can only be considered under R-3, R-4, C-2, MF-1 or GC Zoning. Rezoning is required to enable the development agreement process. The policies direct Council to consider the adequacy of the building design and the compatibility of the proposal with the existing neighbourhood. The policies also direct Council to consider the adequacy of the proposed landscaping, buffering and amenity space.

Collectively, the existing C-2, C-3 and R-3 zoning allows a wide range of uses. The C-2 and C-3 Zones both permit a broad spectrum of commercial uses with the following exceptions: obnoxious and hazardous uses; offices other than local offices; adult entertainment uses; cabarets; and pawnshops. More specifically, the C-2 Zone permits residential uses but restricts warehousing and distribution while the C-3

Zone allows all C-2 uses in addition to light industrial activities including warehousing and distribution. The existing R-3 Zone permits, single, two unit and multi-unit dwelling, but does not allow any commercial uses.

Approval Process

The approval process for this application involves two steps:

- i) First, Harbour East-Marine Drive Community Council must consider and, if deemed appropriate, approve the rezoning to change the lands shown in Attachment A to the C-2 Zone; and
- ii) Second, Harbour East-Marine Drive Community Council must consider and, if deemed appropriate, approve the proposed development agreement once the rezoning is in effect.

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

COMMUNITY ENGAGEMENT

The community engagement process 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 and a public information meeting held on November 29, 2016. Attachment C contains a copy of the summary of comments received during the meeting. The public comments received include the following topics:

- Concerns about traffic;
- Concerns about open parkade;
- Concerns about increased density; and
- Concerns about tower proximity to adjacent low density residential property.

Revisions were made to the building design to respond to the concerns about the open parkade and the residential tower proximity to adjacent properties.

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

The proposal will potentially impact local residents, local businesses and property owners.

DISCUSSION

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

Rezoning

Policy IP-5 allows the consideration of multi-unit developments only on properties with R-3, R-4, C-2, MF-1 or GC Zoning. The site currently consists of 3 properties with a combination of C-3, R-3 and C-2 Zoning. Accordingly, the project requires rezoning of the C-3 zoned property to satisfy plan policy. To allow for

consistency of uses, staff recommend that the C-2 Zone be applied to the entire site which would enable residential and commercial uses throughout the property.

The lands are located within the Commercial Designation of the Dartmouth Municipal Planning Strategy (MPS). Policy IP-1(b) allows for the consideration of zone amendments that are consistent with the plan and the uses identified in Table 4 of the MPS. The Commercial Designation permits a wide range of residential and commercial uses, and rezoning the lands to C-2 is consistent with this policy. Policy IP-1(c) further identifies the criteria that Council must consider when evaluating a zoning amendment. Staff have reviewed this policy and advise that the proposal is consistent with the surrounding context and the C-2 Zone is appropriate for the site.

Proposed Development Agreement

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

- 2 towers on a shared podium with 22.5 metre (73.8 feet) tower separation, and a 2 storey streetwall;
- Maximum gross floor area of 1,375 square metres (14,800.4 square feet) of commercial use, and 11,275 square metres (121,363 square feet) of residential use;
- 50% of the residential units must contain two or more bedrooms;
- A minimum of 700 square metres (7,534 square feet) of outdoor amenity space;
- Maximum building height of 44.5 metres (145 feet);
- Prohibition of retaining walls on Windmill Road;
- Restriction of interior parking near the front building wall by requiring parking to be separated by commercial, residential, lobby or amenity use;
- Minimum 3 metre (9.8 foot) setback from the podium to any residentially zoned property;
- Minimum 6 metre (19.7 foot) separation from the south tower, above the building podium, to any residentially zoned property;
- Landscaping along Windmill Road and within the amenity space; and
- Non-substantive amendments include changes to the parking and circulation areas, the granting of an extension to the dates of commencement and completion of development.

Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment D, the following have been identified for detailed discussion.

Community Context

The surrounding area contains a mix of uses with predominantly commercial and industrial activity on Windmill Road transitioning to residential in the lands east of Windmill Road. Tufts Cove Power Plant is located south of the proposal along the harbour. The land-uses change to predominantly industrial north of the site on Windmill Road approaching Burnside. The site is also near Shannon Park which is currently under review for a variety of development forms.

Nova Scotia Power lands to the north are currently used for parking and electrical transmission, a gravel parking lot is located to the south and there are residential uses on Fernhill Drive to the east. The rear yard abuts a 40-unit residential building and the south-east side yard abuts a single unit residential building.

The proposed development would introduce a new building form for the area and could be a catalyst for further change. When considering rezoning and development agreements, Policy IP-5 (a) directs Council to consider the adequacy of the exterior design, height, bulk and scale of the building with respect to its compatibility with the existing neighbourhood. While the building is atypical for the community, it responds to the context with a 2 storey streetwall, by positioning the towers to increase the separation distance from the adjacent properties and by providing landscaping around the residential property boundaries as a buffer. As the area transitions over time, this building will help provide the framework for how larger scale residential buildings could fit in this area.

Building Design

The building has a two-storey podium with a two tower configuration above. The existing character is large lot, low rise development creating a need for this development to define a future character for the area as it transitions over time. The two-storey podium has been located near street to help contribute to the community form. The two towers are slender; the North Tower has a proposed floorplate of approximately 720 square metres (7,750 square feet) and the floorplate of the South Tower is approximately 710 square metres (7642 square feet) with approximately 22.5 metres (73.8 feet) of tower separation distance. The development agreement provides a maximum tower dimension not to exceed 750 square metres to allow a small degree of flexibility at the time of permitting. These relatively narrow floorplates reduce the shadow created by the building and help to reduce visual impact while the tower separation allows the abutting multi-unit building to maintain existing views. Material variations are also included to break up the massing of the building.

Proximity to Adjacent Residential

Policy IP-5 directs council to consider the scale of the new development with respect to the existing neighbourhood and the adequacy of buffering to abutting land uses. The proposal would introduce height into the area, but, given that much of the surrounding land use is commercial and industrial, and the site is located at the bottom of a hill, staff advise that the impacts of this are reduced.

The site is constrained by a NS Power easement along the northern portion of the site which requires the building to be located along the southern portion of the property. To help mitigate impacts on the residential properties located to the south on Fernhill Drive, the development agreement requires the building podium be pulled away from any residentially zoned property boundary by 3 metres. The south tower is not permitted to be within 6 metres of any residentially zoned property boundary. The proposal also includes landscaping along the edges of the property and will include the retention of existing trees to help buffer the building.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The site is within the commercial designation and the building provides an appropriate transition from commercial activity to residential. Therefore, staff recommend that the Harbour East-Marine Drive Community Council approve the proposed rezoning and development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2018-2019 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed 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 By-law and/or the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve the proposed LUB Amendment or development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Harbour East-Marine Drive Community Council may choose to refuse the proposed amendment to the Dartmouth LUB and/ or 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 Rezoning
Attachment B:	Proposed Development Agreement
Attachment C:	Public Meeting Summary
Attachment D:	Evaluation of Relevant 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: _____
Steven Higgins, Manager, Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

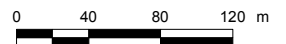
396 - 400 Windmill Road
Dartmouth



Subject Properties

Designation

- R Commerical
- C General Business
- I Industrial
- WCSPS Wrights Cove Secondary Planning Strategy



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

396 - 400 Windmill Road
Dartmouth

HALIFAX

-  Subject Properties
-  Area of Notification

- Zone**
- R-2 Two Family Residential
 - R-3 Multiple Family Residential (Medium Density)
 - C-2 General Business
 - C-3 General Business
 - CDD Comprehensive Development District
 - I-2 General Industrial



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Dartmouth
Land Use By-Law Area

ATTACHMENT A

Proposed Amendment to the Land Use By-law for Dartmouth

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

1. Amend Schedule A - Zoning Map, be it in paper or digitized form, whichever is applicable at the time this amendment is adopted, by rezoning the property identified as 400 Windmill Road from the C-3 (General Business) Zone to the C-2 (General Business) Zone and by rezoning a portion of the property identified as 398 Windmill Road from the R-3 (Multiple Family Residential) Zone- Medium Density to the C-2 (General Business) Zone, as shown on the attached Schedule A.
2. Amend the Table of Contents, Section 4: Scheduling, to include the above map reference.
3. Amend Section 4: Scheduling by inserting the map schedule attached hereto as Schedule A.

I, Kevin Arjoon, Municipal Clerk for the Halifax Regional Municipality, hereby certify that the above-noted by-law was passed at a meeting of the Harbour East-Marine Drive Community Council held on [DATE], 2019.




Kevin Arjoon
Municipal Clerk



Schedule AP

398 - 400 Windmill Road
Dartmouth

HALIFAX

-  Subject Properties
-  Area to be rezoned from C-3 (General Business) to C-2 (General Business)
-  Area to be rezoned from R-3 (Multiple Family Residential Medium Density) to C-2 (General Business)

- Zone**
- R-2 Two Family Residential
 - R-3 Multiple Family Residential (Medium Density)
 - C-2 General Business
 - C-3 General Business
 - CDD Comprehensive Development District
 - I-2 General Industrial



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Dartmouth
Land Use By-Law Area

Attachment B: Proposed Development Agreement

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

BETWEEN:

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

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 396, 398 and 400 Windmill Road (PIDS 00063156, 00063149 and 00063131) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a multi-unit mixed use building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies IP-5 and IP-1(c) of the Dartmouth Municipal Planning Strategy and Section 18B of the Dartmouth Land Use By-law;

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 20694;

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.

1.2.2 Variances to the requirements of the Dartmouth Land Use Bylaw and this agreement shall not be permitted.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of

the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

1.7 Lands

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

- (a) "Indoor Amenity Space" means common amenity areas for residents of the development located within the building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.
- (b) "Outdoor Amenity Space" means common amenity areas for residents of the development located outside the building.
- (c) "Pole Sign" means a permanent sign that is mounted on a freestanding pole or other support that is placed on, or anchored in, the ground and that is independent from any building or other structure.
- (d) "Ground Sign" means single or double-faced on-premise sign which rests on the ground but does not include a Pole Sign.

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 20694:**

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

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer:
 - (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.2 of this agreement;
 - (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.2 of this agreement; and
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.2 of this agreement.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
 - (a) An outdoor Lighting Plan in accordance with Section 3.8 of this agreement;
 - (b) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.9 of this Agreement;
 - (c) A site servicing plan prepared by a Professional Engineer and acceptable to the Development Engineer; and
 - (d) An approved plan of Subdivision that shows the consolidation of the Lands that is acceptable to the Development Officer.
- 3.2.3 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Written confirmation from a qualified person, in accordance with 3.2.2(a), which the Development Officer may accept as sufficient record of compliance with the Lighting Plan; and
- (b) Written confirmation from a professional Landscape Architect, in accordance with 3.2.2(b), which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.

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

3.3 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) A ten storey mixed-use building;
- (b) Apartment building, retail, restaurant, personal service and office uses; and
- (c) Uses accessory to any of the foregoing uses.

3.4 Detailed Provisions for Land Use

3.4.1 A minimum of 50% of residential units shall contain two or more bedrooms.

3.4.2 A minimum of 110 square metres of Indoor Amenity Space shall be provided.

3.4.3 A minimum of 50 square meters of the Indoor Amenity Space referenced in 3.4.2, shall be required at the third level which has access to Outdoor Amenity Space.

3.4.4 Any Indoor Amenity Space shall be a minimum of 50 square metres.

3.4.5 A minimum of 700 square metres of Outdoor Amenity Space shall be provided.

3.4.6 Indoor parking shall not directly abut the front building wall at grade, facing Windmill Road, and shall be separated from the front building wall by a commercial, residential, lobby or amenity use.

3.4.7 The building shall have a maximum gross floor area of 1,375 square metres of commercial space and 11,275 square metres of residential space.

3.5 Siting and Architectural Requirements

3.5.1 The building's siting, bulk and scale shall comply to the following:

- (a) The maximum height of the building shall not exceed 44.5 metres;
- (b) The building shall be located on the site as generally shown on Schedule B;
- (c) The building podium shall have a 2 storey streetwall, as shown on Schedule C;
- (d) No portion of the building podium shall be closer than 3 metres to any residentially zoned property boundary;
- (e) The towers shall maintain a minimum separation distance of 22.5 metres;
- (f) No portion of the south tower above the building podium, shall be within 6 metres of any residentially zoned property boundary; and
- (g) Maximum tower floor plate of 750 square metres per tower.

3.5.2 The building's massing, exterior design and materials shall be as generally shown on Schedule C.

3.5.3 Retaining walls fronting on Windmill Road shall not be permitted.

3.6 Architectural Requirements

3.6.1 The main entrances to the building 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 Windmill Road. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

3.6.2 The façades facing Windmill Road 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.

3.6.3 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.

3.6.4 Any exposed foundation in excess of 0.75 metres in height and 2 square metres in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

3.6.5 Exterior building materials shall not include vinyl siding.

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

3.6.7 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Windmill Road or 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.

3.6.8 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.

3.6.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.6.10 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.

3.7 Parking, Circulation and Access

3.7.1 The surface parking area shall be sited as shown on Schedule B.

- 3.7.2 The parking area shall provide a minimum of 82 interior parking spaces and 23 surface parking spaces.
- 3.7.3 The surface parking area shall be hard surfaced and the limits of the parking area shall be defined by fencing or landscaping or curb.

3.8 Outdoor Lighting

- 3.8.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.8.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

3.9 Landscaping

- 3.9.1 Landscaping shall be provided in the form of mixed plantings or shrubs in the landscaped areas on the Windmill Road frontage, Outdoor Amenity Space and around the property boundaries as generally shown on Schedule B.
- 3.9.2 Landscaping shall be used to screen the building podium of the south tower. Existing vegetation may be used to provide this screening.
- 3.9.3 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.
- 3.9.4 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Detailed Site Plan shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.9.5 Notwithstanding Section 3.9.4, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 Maintenance

- 3.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the

replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

3.10.2 All disturbed areas shall be reinstated to original condition or better.

3.11 Signs

3.11.1 The sign requirements shall be accordance with the Dartmouth Land Use By-law as amended from time to time.

3.11.2 Notwithstanding 3.11.1, billboards and Pole Signs shall not be permitted on the Lands.

3.11.3 Ornamental plants shall be planted and maintained around the entire base of any Ground Sign as part of the required landscaping.

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

3.11.5 Signs shall only be externally illuminated.

3.12 Temporary Construction Building

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

3.13 Screening

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

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

3.13.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Windmill Road or incorporated in to the architectural treatments and roof structure.

3.13.4 Any mechanical equipment shall be screened from view from Windmill Road with a combination of fencing, landscaping or building elements.

3.14 Hours of Operation

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

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

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Off-Site Disturbance

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

4.3 Undergrounding Services

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

4.4 Outstanding Site Work

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

4.5 Solid Waste Facilities

- 4.5.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 4.5.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.5.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 5.1.1 All private storm water facilities shall be maintained in good order 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.

5.3 Archaeological Monitoring and Protection

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

5.4 Sulphide Bearing Materials

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.
- (a) Changes to the parking and circulation area as detailed in Section 3.7 or which, in the opinion of the Development Officer, do not conform with Schedule B;
 - (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
 - (c) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

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 6 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.1(b), if the Municipality receives a written request from the Developer.

7.4. Completion of Development and Discharge

- 7.4.1 If the Developer fails to complete the development, or phases of this development, after 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;
 - (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.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
 - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
 - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
 - (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

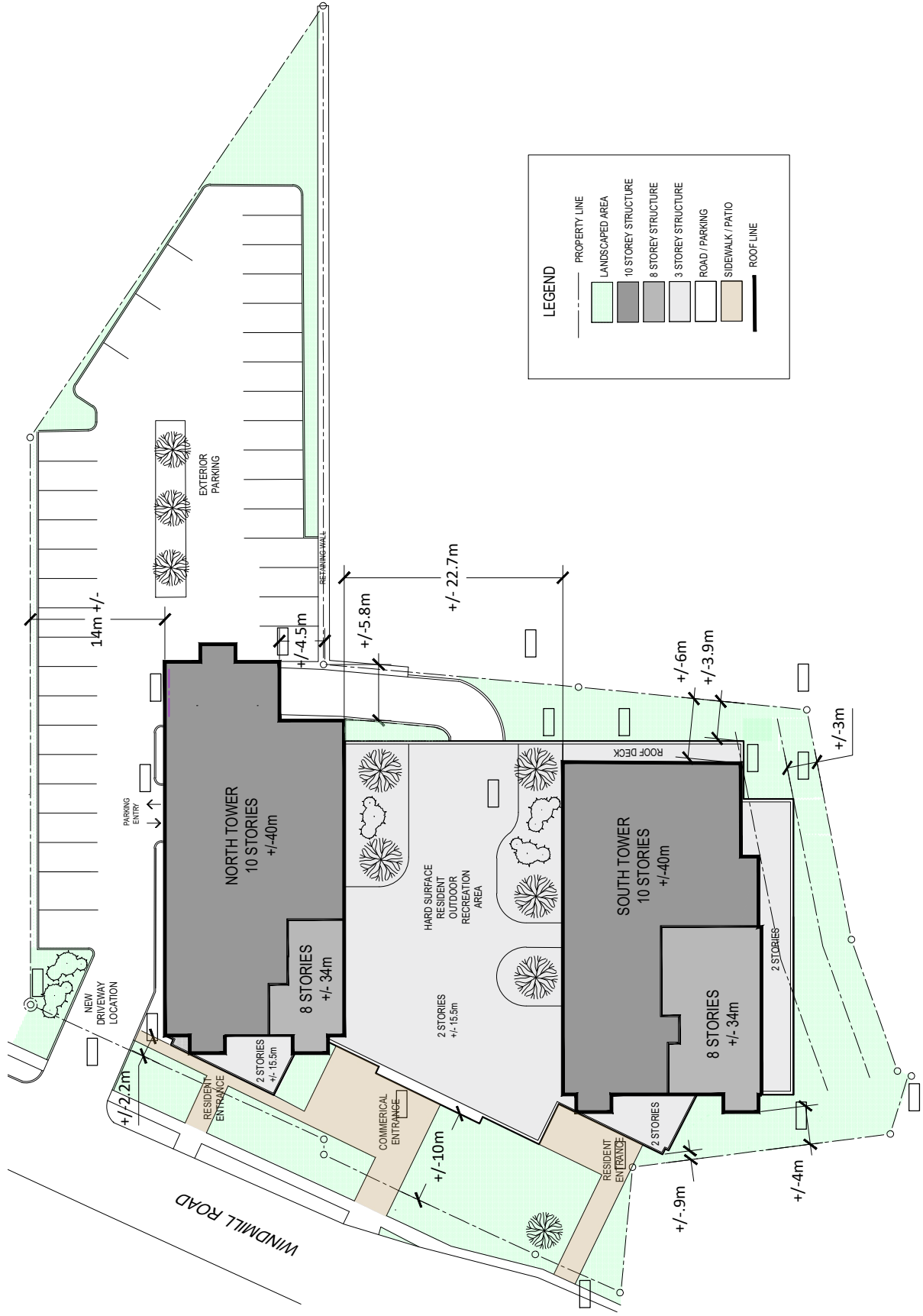
On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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 Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia



LEGEND

—	PROPERTY LINE
■	LANDSCAPED AREA
■	10 STOREY STRUCTURE
■	8 STOREY STRUCTURE
■	3 STOREY STRUCTURE
■	ROAD / PARKING
■	SIDEWALK / PATIO
—	ROOF LINE

A01

SCHEDULE B
SITE PLAN
 SCALE : 1 : 600

MIXED USE DEVELOPMENT
 398-400 WINDMILL ROAD
 DARTMOUTH, NS
 DATE: 11 DECEMBER 2018



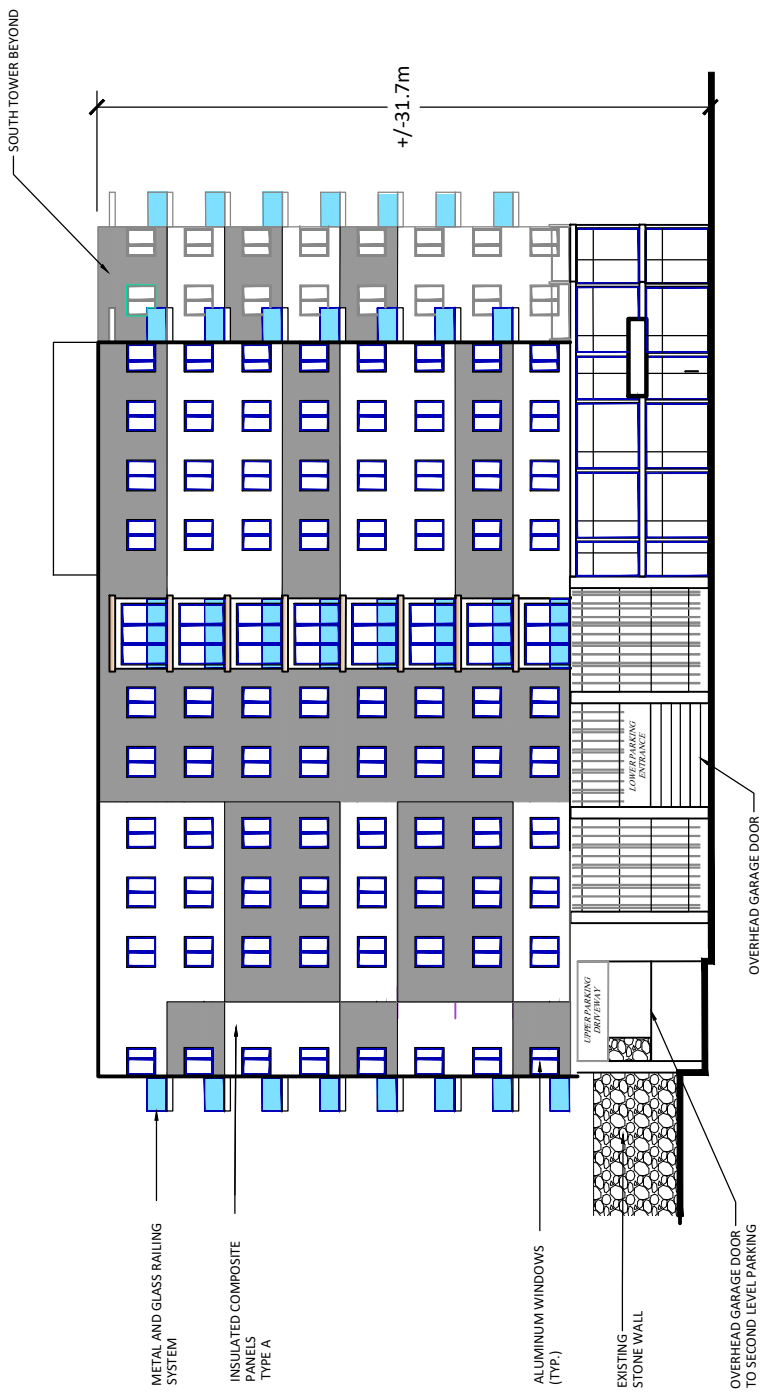


MIXED USE DEVELOPMENT
 398-400 WINDMILL ROAD
 DARTMOUTH, NS
 DATE: 11 DECEMBER 2018



SCHEDULE C
 WEST ELEVATION (WINDMILL RD)
 SCALE : 1 : 400

A02



A03

SCHEDULE D
NORTH ELEVATION
 SCALE : 1 : 400

MIXED USE DEVELOPMENT
 398-400 WINDMILL ROAD
 DARTMOUTH, NS
 DATE: 11 DECEMBER 2018



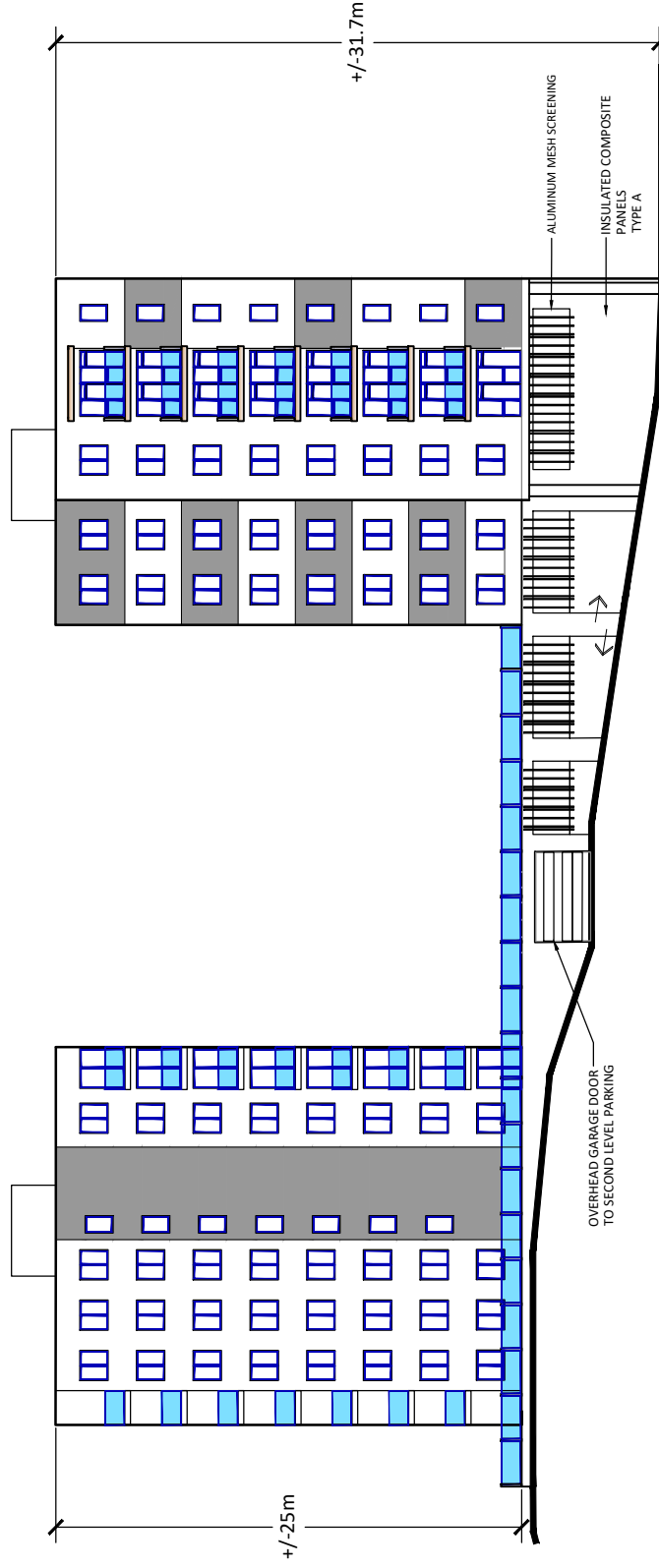


MIXED USE DEVELOPMENT
 398-400 WINDMILL ROAD
 DARTMOUTH, NS
 DATE: 11 DECEMBER 2018

SCHEDULE E
 SOUTH ELEVATION
 SCALE: 1:400

A04





A05

SCHEDULE F
EAST ELEVATION
 SCALE : 1 : 400

MIXED USE DEVELOPMENT
 398-400 WINDMILL ROAD
 DARTMOUTH, NS
 DATE: 11 DECEMBER 2018



Attachment C: Public Meeting Summary

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 20694

The following does not represent a verbatim record of the proceedings of this meeting.

Tuesday, November 29, 2016
7:00 p.m.

Harbour East - Marine Drive Community Council Meeting Space Main Floor, Alderney Gate,
60 Alderney Drive, Dartmouth, NS

STAFF IN

ATTENDANCE: Dali Salih, Planner, HRM Urban Enabled Applications
Tara Couvrette, Planning Controller, HRM Current Planning

ALSO IN

ATTENDANCE: Councillor, Tony Mancini, District 6
Project Architect, Stephanie Nowe-Morris - SNM Architects
Project Architect, Ted Mitchell - SNM Architects
Land owner, Don Valardo - Don Valardo Enterprises

PUBLIC IN

ATTENDANCE: Approximately 7

The meeting commenced at approximately 7:10 p.m.

Call to order, purpose of meeting – Dali Salih

Ms. Salih introduced herself as the Planner and Facilitator for the application. She also introduced; the Project Architect Stephanie Nowe-Morris and Ted Mitchell from SNM Architects, along with Don Valardo, the property owner; and Councillor Tony Mancini.

Case 20694 - Application by SNM Architect Limited, on behalf of Don Valardo Enterprises Limited, for a mixed-use development consisting of residential and commercial uses on Windmill Road, Dartmouth.

The purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for the applicant to present the proposal and answer any questions regarding the application; and e) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

1. Presentation of Proposal – Dali Salih

Ms. Salih provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the development request. Ms. Salih outlined the context of the subject lands and the relevant planning policies.

Presentation of Proposal – Project Architect, Ted Mitchell - SNM Architects

Mr. Mitchell explained what was proposed - a 5 storey building and a 7 storey building with 72 residential units as well as 17,000 sqft of commercial at the ground floor. There would be 46 surface parking spaces and 116 underground parking spaces in the two level underground parking.

2. Questions and Comments

Chris Pilkey – [REDACTED] stated the angle of the concept drawing makes it look a lot more daunting

then it would be. It makes it hard to picture what it would really look like. **Mr. Mitchell** explained where it would sit in relation to the hill (Fernhill Dr.) and towards the highway. It will really nestle into the side of the hill. He explained that if you were at the top of the hill you would probably only see the roof of the building.

Heather Loney – [REDACTED] – asked if there was going to be blasting. **Mr. Mitchell** explained that they are going to be at the level it is now so there would be no need for blasting. **Ms. Loney** asked if it was going to be two levels of parking and then five levels above that for residential. **Mr. Mitchell** stated yes, that is correct.

Chris Pilkey – [REDACTED] wanted to clarify that it would be two storeys of commercial and parking so it would really be one 7 storey's and one 9 storeys when you include the parking underneath. **Mr. Mitchell** said that was correct.

Heather Loney – [REDACTED] – what to know what the commercial aspect would be. **Mr. Mitchell** stated it would probably be medical offices etc. places that would be useful to locals, professional offices, not stores or anything like that. Maybe some retail on the ground floor.

Clary Kempton – [REDACTED] – Wanted to know if the level above the commercial which looks like a patio, would it be shared with the residential building or would that be part of a restaurant or just something that looks good on a rendering? **Ms. Stephanie Nowe-Morris** stated it was intended to be shared space for the residents. It is about 6000 sqft. HRM requires a certain percentage of green space and we thought this was a good place for it. **Mr. Kempton** wanted to know if it was going to be all apartments or condominiums. **Ms. Stephanie Nowe-Morris** stated they applied for apartments however, from a zoning point of view she wasn't sure if they could convert at a later time. **Ms. Salih** stated the development agreement can't stipulate one way or the other, it can't regulate it, will just state residential uses. **Mr. Mitchell** stated it is generally governed by the market.

Heather Loney – [REDACTED] - asked about transportation. **Ms. Salih** – stated the Traffic Impact Study that was submitted is still under review. **Ms. Loney** is concerned about traffic on a 2 lane road. She stated coming down Fernhill to get onto Windmill is impossible first thing in the morning. She stated the traffic that will be coming in from Shannon Park will add to the congestion as well as the extra apartment buildings that are being built across from her will add to it.

Clary Kempton – [REDACTED] wanted to know if the Traffic Impact Study would also include a Transit Impact Study. **Ms. Salih** stated the Traffic Impact Study is with both the Engineering Department as well as with Transit.

Heather Loney – [REDACTED] – wanted to know if there would ever be a consideration into making Windmill a 4 lane road instead of 2. **Ms. Salih** stated that would be determined by Development Engineering and then there would be cost sharing involved and she wasn't sure about that but would look into it and include the feedback from Development Engineering on the website. **Ms. Stephanie Nowe-Morris** explained the Traffic Impact Study they submitted for this proposal.

Clary Kempton – [REDACTED] wanted to verify the amount of covered parking spaces and where they were. **Mr. Mitchell** advised 116 and they are on the first two levels of each build in behind the commercial space. The lowest level would be at what is grade now; they will not be digging down. The entrance to the parkade is in the back which is an exposed parkade. **Mr. Kempton** wanted to know if the space in between the street and the commercial was also going to be parking or a walkway/sidewalk. **Mr. Mitchell** stated the front of the building would be landscape with walkways and surface parking would be underneath the powerlines on the side of the building. **Ms. Stephanie Nowe-Morris** explained there are two separate entrances for each tower. There is potential for 2 or 3 street fronts for commercial depending on what goes in there.

Teresa Puddifant – [REDACTED] – has major concerns about fumes from the open parkade coming onto her property because she an abutting property to the development. She also would like to know if they plan on drilling or blasting at all because they had problems from on top of the hill when they were blasting. **Mr. Mitchell** stated there should be no requirement for blasting however they may have to scrap some of the rock off. **Ms. Puddifant** asked about the outdoor parking and the right-of-way that NS Power has and if permission was already given by NS Power to put parking there. **Ms. Stephanie Nowe-Morris**

explained that, yes, there was a legal agreement written up in the 70's, which was also in there submission, and it was a reciprocal agreement between the land owner and NS Power but there is a limit of use. What you see there as parking will stay there as parking at most the area may be regraded and sloped a little better for drainage.

Clary Kempton – [REDACTED] wanted to know if the power lines would be overhead or underground. **Don Valardo** stated they would be overhead. Mr. Kempton wanted to know if there was going to be a gantry tower in the parking lot or does it just free span over the parking lot? **Ms. Stephanie Nowe-Morris** stated it free spans and she believes it connects at the 5th or 6th storey and NS Power reviewed the documents and had to approve it first.

Heather Loney – [REDACTED] – wanted to know what the general time line was to proceed. **Ms. Salih** stated from planning perspective – 6/7 months (estimate).

Chris Pilkey – [REDACTED] – Wanted to know what the back of the building was going to look like. **Mr. Mitchell** stated from their view point they would see the residential part of the building. **Mr. Pilkey** asked if rather than having all the park space at the front could they divide that up so the people on Fernhill could access it in the back. **Mr. Mitchell** stated it runs between the two towers from front to back. If it is concerned to be desirable there is the ability to connect to Fernhill. The only concern with something like that would be security for the residents that would be on that level. Mr. Pilkey wanted to know if it was going to be just a big concert wall facing towards Teresa at 1 Fernhill Dr. **Mr. Valardo** stated the view would be of the first floor of residential section of the building. **Ms. Stephanie Nowe-Morris** stated there was a bank of trees that would stay along the property lines along the back which would be a green buffer between the building and the two sides.

Teresa Puddifant – [REDACTED] wanted to know at what point she could provide her comments in writing. **Ms. Salih** stated from now until this goes to council. **Ms. Puddifant** wanted it noted for the record that she is opposed to this development and 72 apartments going into this area. She doesn't feel more apartment buildings in this area is a good thing.

Chris Pilkey – [REDACTED] wanted to know if the interior design had been completed yet and if they knew which way they were going, condo's or apartments? **Ms. Stephanie Nowe-Morris** stated they had not got that far into the process. **Ms. Salih** stated that we do not have the mechanism in the development agreement to specify if it will be condos or apartments; the Charter does not permit us to include those regulations.

Clary Kempton – [REDACTED] wanted to know what the life cycle of a development agreement would be. **Ms. Salih** stated in development agreements under the terms and conditions a time limit is included. For example there would be a clause that states the property owner shall start construction within 3 years from the date of registration of the agreement and then another clause stating that if the development is not commenced or completed within 6/7 years then it would be discharged. The property owner could apply to extend the life of the development agreement however it would be another planning application that council would have to make a decision on.

Heather Loney – [REDACTED] wanted to know about the removal of the lump of rock that is on the property. She has issues with blasting. **Mr. Mitchell** stated that there are two ways to remove it, you can break it up or blast it. He doesn't feel that there is enough there to blast it so to break it up they would use a jackhammer.

Chris Pilkey – [REDACTED] feels the south tower on the south side towards Fernhill is a little close to Fernhill particularly in relation to where the neighbours house is. The south tower could be moved towards to the north tower and then make the roof top deck a little wider on the south side so it feels like the whole thing is setback. Fernhill Dr. in one of the last residential streets if not the last residential street before you get into the commercial and I feel the best thing to do with the development is to work toward separating or pushing it back a little from that last residential street and a little more towards the commercial / industrial side of north end Dartmouth to reduce shadow casting. **Mr. Valardo** stated the dealership would get the shadow.

Clary Kempton – [REDACTED] asked if there was any lead technology. Its natural gas that would be the source for heating is there any solar capabilities or thermal capabilities. **Mr. Mitchell** stated it will all be

looked at but right now they are not at that level of detail.

Teresa Puddifant – ██████████ – Concerned about how another apartment building is going to affect the value of her home, resale value, and her taxes. **Mr. Valardo** stated he could not quantify that.

Chris Pilkey – ██████████ wanted to know if the rooftop patio in the middle is they consider their fulfillment of public space or is it the dotted space around the outside. **Ms. Stephanie Nowe-Morris** stated there is requirement for green space for the residents but there is no requirement for green space for the community. **Ms. Salih** spoke to planning policy as far as the criteria for green space. **Councillor Sam Austin** made reference to the Centre Plan process that is in the works.

Clary Kempton – ██████████ asked if this development was in the Centre Plan. **Councillor Sam Austin** stated this predates it.

Heather Loney – ██████████ wanted to know what the Centre Plan was. **Ms. Salih** explained what it is and offered to provide her with the link to more information.

Gordon Puddifant – ██████████ – stated he thought apartment buildings in the north end of Dartmouth could only be four storeys high. He stated this was done by Jerry Pye. **Ms. Salih** stated she didn't believe this was the case under the current zone. **Mr. Puddifant** stated it would have been under the old zone. **Ms. Salih** stated under existing regulations the limit would be different than what would be permitted under policy. She offered to look into it a bit more. **Ms. Puddifant** stated that prior to amalgamation Jerry Pye drafted up a bylaw that no more apartment buildings could be built because of saturation however this may have been overridden with amalgamation. **Ms. Salih** said this policy that the developer has used to apply is for any apartment building states that if it is more than four units you are allowed to apply through that policy for council to consider the development.

Matt Kempton – ██████████ wanted to know if the capabilities would still be there to allow for VLT's at this development. **Mr. Valardo** stated that would be up to the liquor License Board grant/re-grant that license. It would be the decision of another government body

Chris Pilkey – ██████████ wanted to know what they target market would be for this development. **Mr. Valardo** stated it would be based on the cost of the building so they would be high end rentals.

Clary Kempton – ██████████ asked if they could be a mix of apartments and condos. **Mr. Mitchell** stated there is nothing saying it couldn't. He also stated that people are buying condos today and renting them out. **Mr. Pilkey** stated lots of people are doing that and using them as airbnb's.

Don Valardo stated that he feels like this would be a good step for the neighborhood and wants it to be something new projects are modeled after and something the neighbourhood would be proud to have as neighbours.

3. Closing Comments

Ms. Salih thanked everyone for coming and expressing their comments.

4. Adjournment

The meeting adjourned at approximately 8:25 p.m.

Attachment D: Evaluation of Relevant MPS Policies

	Dartmouth MPS Policy	Staff Response
IP-5	(a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;	<p>The building form is pulled away from adjacent residential development. Additionally, the site is constrained by NS Power easement which burdens the property and prevents any development on the northern portion of the site. The proposed residential towers are shaped in such a way to maximize the distance between adjacent residential properties.</p> <p>Surrounding uses are transitioning to industrial uses and this site would mark the end of residential pattern of uses along Windmill which then evolves into industrial use toward Burnside.</p>
	(b) adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:	
	(i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;	The proposed 2 storey streetwall is consistent with the surrounding area. The towers are pulled away from Windmill Road and located away from adjacent property. The building coverage, lot size and frontage are sufficient.
	(ii) traffic generation, access to and egress from the site; and	The Traffic Impact Statement was accepted by HRM Development Engineering, and the overall traffic impacts were determined to be limited.
	(iii) parking;	Parking is adequate for the proposal.
	(c) adequacy or proximity of schools, recreation areas and other community facilities;	Shannon Park Elementary and Harbourview Elementary are nearby, and these schools also offer playground and playing fields.
	(d) adequacy of transportation networks in, adjacent to, and leading to the development;	No issues identified.
	(e) adequacy of useable amenity space and attractive landscaping such that the needs of a variety of household types are addressed and the development is aesthetically pleasing;	Landscaping is proposed in the front of the building, around adjacent residential property boundaries, and will be provided in the outdoor amenity area. The proposal includes good mix of indoor and outdoor amenity space.
	(f) that mature trees and other natural site features are preserved where possible;	Existing vegetation to be maintained where possible.

	(g) adequacy of buffering from abutting land uses;	Building podium wall is no closer than 3 m to the adjacent property line and the tower is no closer than 6 m. Existing vegetation is to be maintained around the property lines, which will provide a buffer to the adjacent properties.
	(h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and	No issues have been identified.
	(i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).	See below.
	Dartmouth MPS Policy	Staff Response
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 reasonably consistent with the intent of the MPS.
	(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 will be introducing larger scale residential building into the area, but the use is compatible with surrounding area.
	(3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries	The building has been pulled away from adjacent uses, and the existing vegetation will be retained to provide a buffer to adjacent properties. Landscaping will be required in the DA around abutting residential properties and along Windmill Road.
	(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	No issues have been identified.
	(ii) the adequacy of sewer and water services and public utilities	No issues have been identified.
	(iii) the adequacy and proximity of schools, recreation and other public facilities	No issues have been identified.
	(iv) the adequacy of transportation networks in adjacent to or leading to the development	No issues have been identified.
	(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas	No issues have been identified.
	(vi) preventing public access to the shorelines or the waterfront	No issues have been identified.
	(vii) the presence of natural, historical features, buildings or sites	No issues have been identified.

	(viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized	Within Regional Centre
	(ix) the detrimental economic or social effect that it may have on other areas of the City.	N/A
	(5) that the proposal is not an obnoxious use	No issues have been identified.
	(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 development agreement regulates the use and density. Phasing has not been requested.
	(ii) emissions including air, water, noise	N/A
	(iii) traffic generation, access to and egress from the site, and parking	The Traffic Impact Statement was accepted by HRM Development Engineering, and the overall traffic impacts were determined to be limited. Additionally, no issues were identified relative to access to the site or the proposed parking.
	(iv) open storage and landscaping	Landscaping is required in the development agreement, and screening provisions have been included.
	(v) provisions for pedestrian movement and safety	Walkways will be included around building.
	(vi) management of open space, parks, walkways	N/A
	(vii) drainage both natural and sub-surface and soil-stability	A stormwater management plan is required at the permitting stage.
	(viii) performance bonds.	May be required, and provisions have been included in the development agreement.
	(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 for residential development.

	(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 meeting held, and comments collected from the meeting are included in the staff report.
	(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	This information was included with the proposal.
	(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community	This information was included with the proposal.
	(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.	N/A
	Regional Plan Policy	Staff Response
CH-13	HRM shall, through the applicable land use by-laws, establish a Potential Archaeological Resource Areas Schedule. The by-law shall require that, where excavation is necessary in connection with a development within areas identified on the schedule, applications be referred to the Provincial Heritage Division (or designate) for any action it deems necessary with respect to the preservation of archaeological resources in accordance with provincial requirements.	<p>The application was referred to Provincial Heritage Division. The Property was cross referenced with Provincial Heritage Divisions records, and the Province has recommended that the developer engage a professional archaeologist for an Archaeological Resource Impact Assessment of the development footprint as part of their pre-excavation project planning.</p> <p>There are several registered archaeological sites in the immediate vicinity and these two properties are likely situated on the old shoreline which increases potential for encountering archaeological resources.</p>