



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

Item No. 13.1.3
Harbour East Marine Drive Community Council
November 12, 2020

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

-Original Signed-

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: August 5, 2020

SUBJECT: **Case 21584: Development Agreement for lands at 18 and 22 Rosedale Drive and Floral Avenue, Dartmouth**

ORIGIN

Application by Fathom Studio

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

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

1. Refuse the proposed development agreement enabling the development of a mixed use building with nine and eleven storey towers on a shared podium, as set out in Attachment A of this report.

BACKGROUND

Fathom Studio is applying for a development agreement to allow a mixed use residential and commercial development. The proposal is for a nine storey building and an 11 storey building resting atop a shared underground parking garage creating a roof top courtyard between the buildings for common open space use at ground level. The nine storey tower is set atop a three storey podium and the 11 storey tower is set atop a four storey podium.

Subject Site	12 Rosedale Drive (PID 00066944); 15 Floral Avenue and 16-20 Rosedale Drive (PID 04047613), and a vacant parcel at the end of Floral Avenue (PID 41054339)
Location	Western side of Rosedale Drive between Fraser Street and Floral Avenue
Regional Plan Designation	US (Urban Settlement) under the Regional Municipal Planning Strategy
Community Plan Designation (Map 1)	Higher Order Residential (HR) under Regional Centre Secondary Municipal Planning Strategy (RCSMPS)
Zoning (Map 2)	Higher-Order Residential 1 (HR-1) under Regional Centre Land Use By-law (Package A)
Size of Site	10,117 square metres (2.5 acres)10,117 square metres (2.5 acres)
Street Frontage	85m (280 feet) combined between Floral and Rosedale
Current Land Use(s)	Commercial, Industrial and Residential
Surrounding Use(s)	Light Industrial, commercial along opposite side of Rosedale Drive, low density residential including a municipally registered heritage property at 20 Hester Street, and a local church.

Proposal Details

The applicant proposes to develop two mixed use buildings atop a shared semi-underground parking garage. The major aspects of the proposal are as follows:

- Proposed Building A will be nine storeys atop a podium with a three storey streetwall facing Rosedale Drive (totalling 12 storeys);
- Proposed Building B will be 11 storeys atop a podium with a four storey streetwall facing Rosedale Drive (totalling 15 storeys);
- A total of 205 residential units on the site, and ground floor commercial uses permitted in both buildings;
- Both buildings will be located on an underground parking structure providing 184 parking spaces, and will be accessed from a driveway off Floral Avenue;
- Townhouse form units with ground level access will face onto the shared private open space;
- A landscaped shared private open space will be located between the two buildings;
- Ground floor commercial area in both buildings will face onto Rosedale Drive and into the shared private common open space; and
- Both buildings will have private common shared rooftop space.

Enabling Policy and LUB Context

The Dartmouth MPS and Land Use By-law no longer regulate properties identified in Package A of the Regional Centre Plan area and are instead regulated by the Regional Centre Secondary Municipal Planning Strategy and Land Use Bylaw (Package "A"). However, Policy 10.25 of the Regional Centre SMPS allows for applications which were on file before Council gave notice of it's intention to consider adopting the Package "A" planning documents (August 24, 2019) to continue to be considered under the existing policies in effect on the date of the notice. Additionally, Policy 10.25 provides that applications that have not proceeded to a public hearing within 24 months of the effective date of the adoption of the RCSMPS

(September 17, 2019) shall be subject to all applicable requirements of the Regional Centre Secondary Municipal Planning Strategy and Land Use Bylaw.

This application meets the criteria of Policy 10.25, and therefore the proposal may be evaluated in accordance with the Dartmouth MPS policies. Therefore, the application will be considered under policies IP-1(c) and IP-5 of the Dartmouth MPS which enable Council to consider this proposal by development agreement.

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 October 30, 2019. Attachment C contains a copy of a summary from the meeting. The public comments received include the following topics:

- Increased volume of traffic;
- Insufficient parking will cause overflow to spread to the streets;
- Height overwhelming for existing low rise neighbourhood;
- Density much higher than existing neighbourhood;
- Privacy concerns; and
- Buffering between proposed buildings and existing residential.

A public hearing must be held by Harbour East - Marine Drive Community Council before they may 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 relative to all relevant policies and advise that it is not reasonably consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Proposed Development Agreement

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

- Maximum building height of 37 metres;
- Maximum 205 dwelling units;
- Location, maximum area and types of permitted commercial uses;
- Permitted building materials;
- Minimum of 184 parking spaces and location of access to below grade parking;
- Signage;
- Requires landscaping plan;
- Non-substantive amendments; and
- Time allotted for commencement and completion.

The proposed development agreement (Attachment A) would permit a mixed use development having a nine storey building and an 11 storey building atop a shared underground podium subject to the controls identified above. Illustrations of the proposed development are attached (Attachment D). Staff have assessed this development as not being reasonably consistent with the intent of Municipal Planning Strategy policies. Of the matters outlined as being inconsistent with the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Building Height and Transitions

At Rosedale Drive the facades of both buildings use street walls, located at the street edge, to relate to the lower rise dwellings of the neighbourhood; Building A has a three storey streetwall and Building B has a four storey streetwall. The three storey streetwall provides a reasonable one storey transition from the neighbouring one-and-a-half and two storey dwellings to a higher building while the four storey streetwall is overly tall to function as a transition from the surrounding low rise dwellings. Building A has a three metre stepback from the street wall to the vertical wall of the nine storey tower and has a 15.3m stepback from the edge of the Fraser Street streetwall.

Building B has a larger stepback from the Rosedale Drive streetwall of about 120 feet to the vertical wall of the 11 storey tower intended to mitigate the perceived height of the tower. However, the nine and 11 storey height of the towers are so tall as to be not in keeping with the character of the existing urban form and it is unlikely the use of stepbacks will visually mitigate the height when nearby buildings are a mix of one, one and one half, two, and three storey wooden structures. (Attachment D).

The neighbourhood surrounding the subject site has a clear character that will be affected by tall buildings through their distinctive height. The proposed building heights do not relate well with the immediate area. A tall building has to come to terms with the pre-existing built environment that surrounds the site. The points at which Building A hits the ground with a three storey streetwall at Rosedale Drive contributes to a sense of the public realm. However, the nine and 11 storey towers, in an area of Dartmouth where the traditional built form consists largely of a mat of low-rise buildings, will dramatically change the scale of buildings within a community where applicable policies suggest a desire for buildings to knit into the existing fabric and intensity of use.

Scale

Scale refers to two aspects: a building's size relative to another building's size, or the size of the elements of a building relative to human scale. Overall, the four and five storey streetwall portions of the podiums and the tower portions of the buildings are out of scale with the surrounding low rise neighbourhood. In terms of human scale building elements, the visible floor lines, vertical windows and balconies of the towers give a relatable human scale to pedestrians. Locating the buildings at the street line reinforces the streetscape, contributing further to the human scale, and assists in creating a quality public realm but this effect is limited to the first three or four storeys of a tall building. However, beyond relating the proposed buildings to the pedestrian realm, the proposed towers do not resolve the scale of the new buildings as a whole relative to the surrounding urban environment and to the neighbouring structures.

Mass

Building mass is the combined effect of the arrangement of the volume and shape of a building, or a group of buildings, in relation to other buildings and spaces. Mass is contextual in nature and in an infill situation where the urban character already exists, applicable MPS policy dictates that the massing should be consistent with the surrounding built form. To be consistent, the proposed buildings as a whole must be in agreement with many attributes that contribute to the character, continuity, coherence and architectural language of the buildings of the urban form. Measures to mitigate the visual impact of the building's large mass on neighbouring buildings should have been considered. Use of smaller floorplates break down the visual bulk of the large mass of a building. This could have been achieved on both buildings, but especially on the tower portion of Building B, by the use of stepbacks from the streetlines and the interior lot lines at the mid-rise level. The proposed buildings' issue of mass has not been resolved and does not blend with the scale and context of the existing surrounding urban structure and neighbouring buildings.

Compatibility

The policy directs that the proposal be 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 and the proposed buildings do not fully comply with this policy. The proposed development shows certain attributes, included in the discussion above, that are compatible with the surrounding built form such as locating the buildings at the street line, the three storey streetwall of Building A, the stepbacks of both buildings to the towers from the Rosedale Street edge and creating relatable human scale. Other compatible attributes include entrances to the ground floor commercial use from the street, maintaining the existing development pattern and creating a landscaped space between the two buildings that softens the hardscape conditions along the street.

However, the buildings' height, mass and scale counteract the positive attributes listed above and disrupt the local built form. While compatible does not mean that design elements must be "the same as" the character of the nearby urban structure it does mean the proposed buildings should be sensitive in terms of character, continuity and architectural language of adjacent buildings and the surrounding neighbourhood.

Consistency

In addition to the requirement for the proposal to be compatible, the policy also requires the proposal to be consistent with adjacent uses and the existing development form in the area in terms of the use, bulk, and scale of the proposal. To be consistent, the proposed buildings as a whole must be in agreement with many attributes that contribute to the character, continuity, coherence and architectural language of an urban area such as street pattern, street trees, open space, building facades (continuity, gaps, rhythm), architectural style and architectural language. This proposed development contributes through design elements such as architectural style, height, massing, rhythm, scale, windows, ornamentation, colour and materials. These attributes should contribute form and design elements that are in keeping or in agreement with the surrounding existing urban form and character such that the overall area looks similar or based on the same visual design principals from one side to the other. While the proposed building is compatible with some elements of the existing neighbourhood listed above, it is not compatible in terms of building massing and height and would constitute a large change in the built form for the area.

Abutting Heritage Property

The proposed building abuts a heritage property that is located at 20 Hester Street. The Regional Plan requires that development agreement applications on lands abutting a national, provincial or municipal registered heritage buildings are subject to review under Policy CH-16. The review is to consider a range of design solutions and architectural expressions that are compatible with the abutting heritage building. The policy does not preclude contemporary architecture, however the architecture of the proposed development should reference some of the architectural elements of the heritage building while showing adequate contrast. The policy suggests maintaining a balance between imitation and pointed contrast. This is of particular importance to the visible storeys from Hester Street in visual compatibility terms. In assessing how the proposed development relates to the adjacent registered heritage property it was found that the new building's mass, scale, height and materials do not blend with or refer to the same attributes of the existing heritage building.

Traffic

The proposed development is well located in an established and well-developed area of Dartmouth with an existing transportation network. The site is connected to Wyse Road and Windmill Road via local streets Rosedale Drive, Floral Avenue, Bedford Street, Elmwood Avenue and Jamieson Street.

A Traffic Impact Statement (TIS), prepared by a Professional Engineer, reviewed the proposed development. Rosedale Street is an undivided two-lane roadway providing access to properties along the street as well as to the rear of properties located along Wyse Road. The study area is between Rosedale Drive and Hester Street, bounded by Elmwood Avenue and Jamieson Street.

The TIS concludes that the traffic volumes at both peak periods do not highlight any challenges created by the proposed development. The TIS further concludes that because of existing excess capacity at surrounding intersections the delays and queue lengths generated by the proposed development in the area are to remain acceptable at all intersections throughout the study area.

Parking

Apartment buildings constructed with low numbers of parking spaces or no surface parking but providing ample bike storage are intended to attract tenants who use alternate forms of transportation or do not own a car. The Integrated Mobility Plan (IMP) promotes development of safe, convenient and sustainable transportation modes designed to reduce reliance on the automobile which can in turn reduce the need for off-street parking and demand for on-street parking as well as result in local and regional air quality benefits and reduce fossil fuel dependence.

The proposed development agreement requires a minimum of 184 underground vehicle parking spaces, which equates to approximately 0.9 parking spaces per unit. Additionally, bicycle parking spaces are required to meet the proposed agreement's definitions. The lower ratio of vehicle parking spaces to units and enclosed bicycle parking supports the IMP. Staff consider the need for parking in a building based on its location in relation to transit connections and opportunities for active transportation. The site is serviced by public transit within a short walk. This includes Routes 3, 53, and 64 on Wyse Rd, Route 51 on Windmill Road, and walking distance to the Dartmouth Bridge Terminal. Under these circumstances, staff support the proposed parking requirements.

Timeframe for Agreement Execution

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

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is not reasonably consistent with the intent of the MPS. The proposal is not compatible with the character of the neighbourhood for reasons of height, mass and scale that are the main elements that disrupt the urban form. Further, the proposed development is not consistent with the existing urban form of the surrounding neighbourhood because it does not show continuity in terms of character (including heritage), coherence and architectural language of the buildings. The major attributes that contribute to the consistency of the urban form should be in agreement overall with the local form. Therefore, staff recommend that the Harbour East Marine Drive Community Council refuse the proposed development agreement.

FINANCIAL IMPLICATIONS

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. Harbour East Marine Drive Community Council may choose to approve the proposed development agreement, as contained in Attachment A. In selecting this alternative, Council may:
 - a. Give Notice of Motion to consider the proposed development agreement as set out in Attachment A of this report and schedule a public hearing;
 - b. Approve the proposed development agreement, which shall be substantially of the form as set out in Attachment A of this report; and
 - c. Require the agreement be signed by the property owner within 240 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

A decision of Council to approve or refuse to approve the proposed 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 approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing.

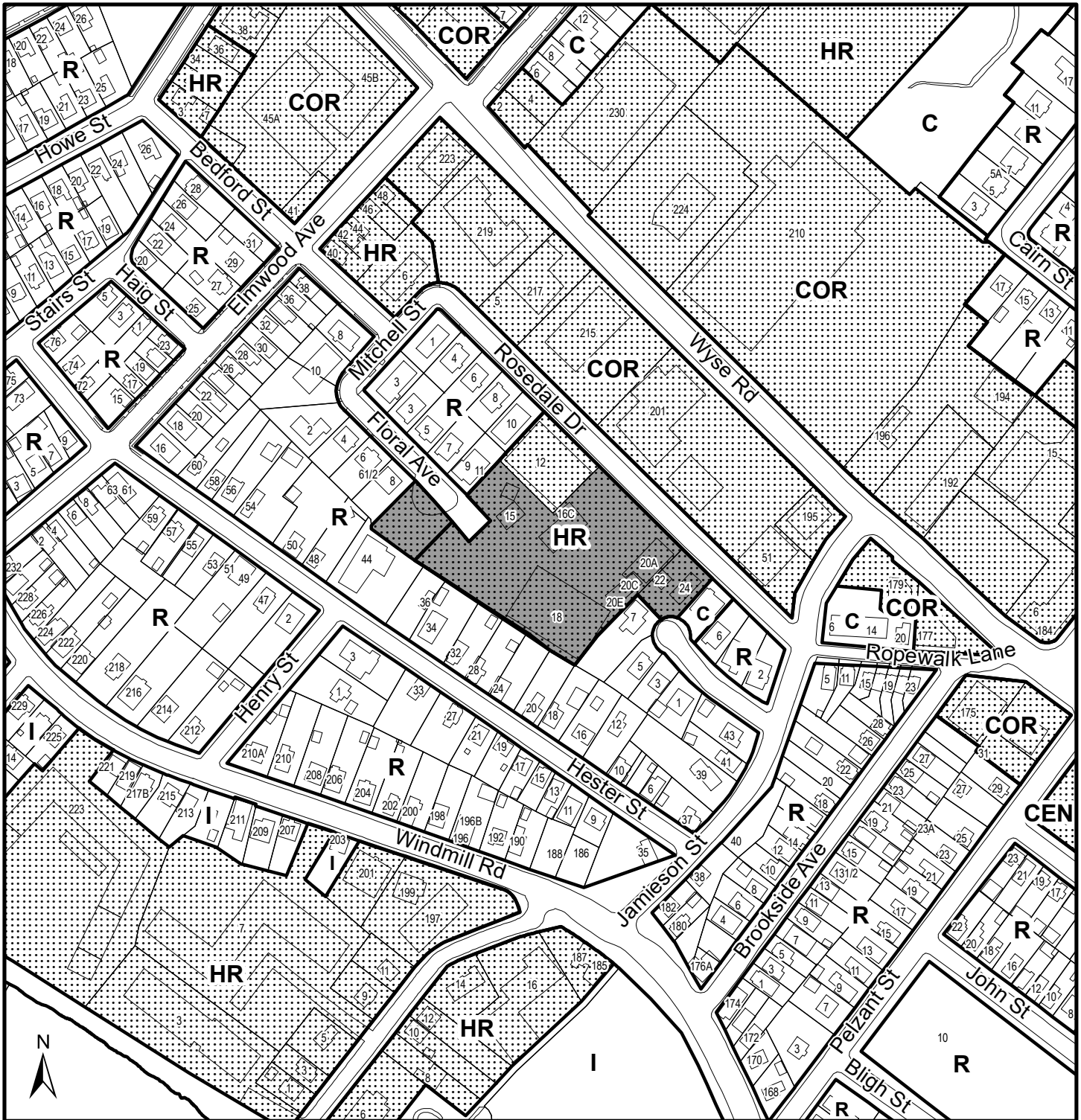
A decision of Council to approve or refuse to approve the development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification Area
Attachment A	Proposed Development Agreement
Attachment B	Relevant MPS Policies
Attachment C	Public Information Meeting Summary
Attachment D	Illustrations of Proposed Development

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: Darrell Joudrey, Planner II, 902.225-8630



Map 1 - Generalized Future Land Use

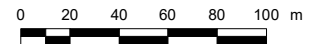
18 and 22 Rosedale Drive,
Dartmouth

HALIFAX

-  Subject Property
-  Regional Centre Package A

Designation

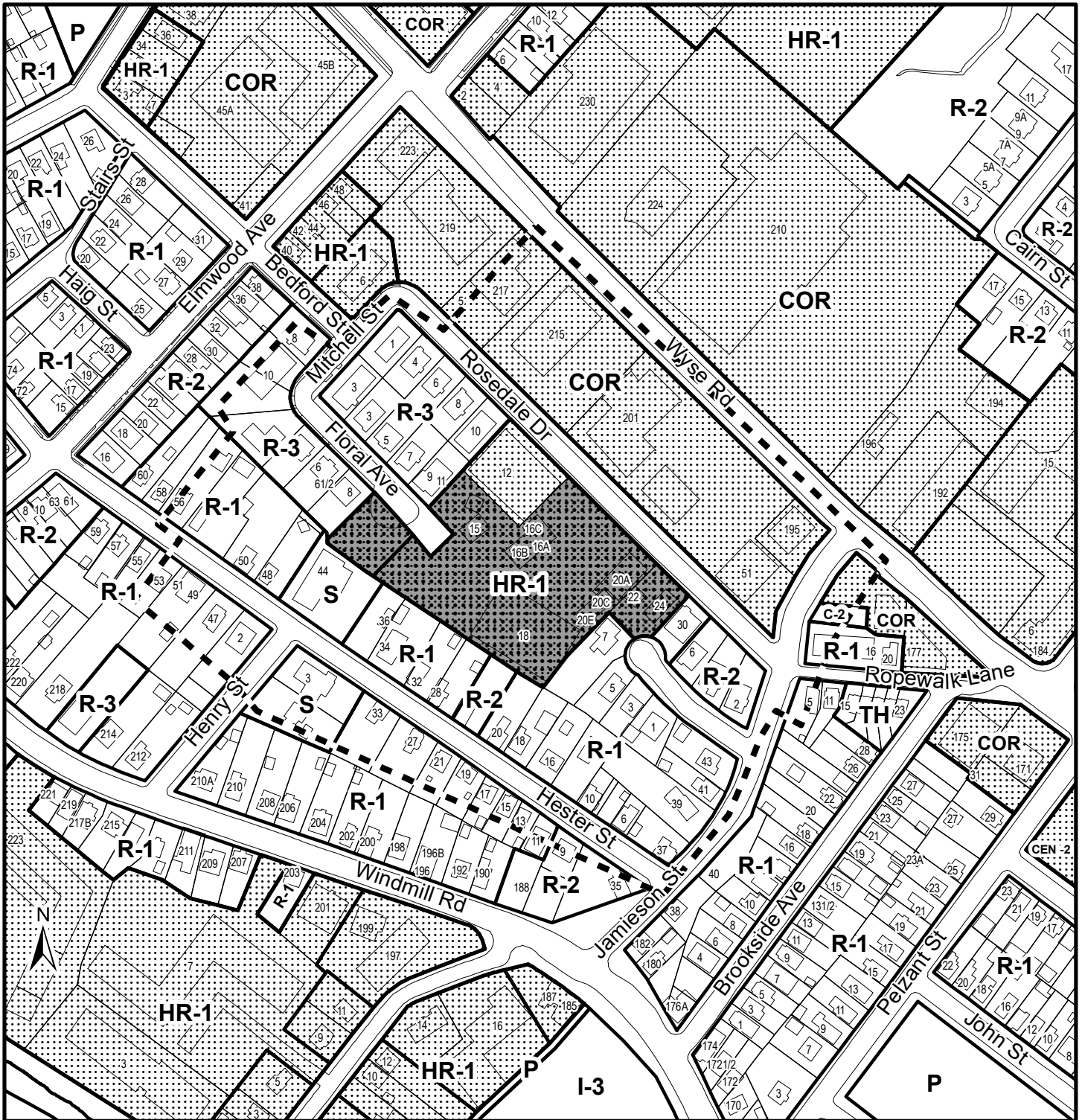
Dart	C	Commercial
	I	Industrial
	R	Residential
Package A	CEN	Centre
	COR	Corridor
	HR	Higher-Order Residential



Dartmouth Plan Area
Regional Centre Package A Plan Area




This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

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



Map 2 - Zoning and Notification

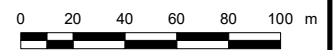
18 and 22 Rosedale Drive,
Dartmouth

-  Subject Property
-  Area of Notification
-  Package A

Dartmouth Land Use Bylaw
Regional Centre Land Use Bylaw (Package A)

Zone	Description
C-2	General Business
I-3	Harbour-Oriented Industrial
P	Park
R-1	Single Family Residential
R-2	Two Family Residential
R-3	Multiple Family Residential (Medium Density)
R-4	Multiple Family Residential (High Density)
S	Institutional
TH	Town Housing
COR	Corridor
HR-1	Higher-Order Residential 1
CEN-2	Centre 2

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.

Attachment A: Proposed Development Agreement

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

BETWEEN:

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

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 18 Rosedale Drive and 24 Rosedale Drive, Dartmouth and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a mixed use development having 9 storey and 11 storey buildings connected by common private amenity space on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 10.25 of the Regional Centre Secondary Municipal Planning Strategy, and Policies IP-1(c) and IP-5 of the Dartmouth Municipal Planning Strategy;

AND WHEREAS the Harbour East Marine Drive Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 21584;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Halifax Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Dartmouth Land Use By-law shall not be permitted.

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the applicable 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 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 Halifax Regional Subdivision By-law, and 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) "Class "A" Bicycle Parking" means each parking space shall:

- (i) have a minimum door opening of 0.6m, be no less than 1.8m long and 1.2m in height, with an aisle width of not less than 1.5m. Bicycle rooms and cages for the storage of multiple bicycles shall contain Class B racks so that individual bicycles are supported; and
- (ii) not be located beyond 200m from an entrance.

(b) "Class "B" Bicycle Parking" means each parking space shall:

- (i) be a minimum of 0.6m wide and 1.8m long;
- (ii) have a minimum overhead clearance of 2.0m;
- (iii) be located a minimum of 0.6m from any wall or other obstruction;
- (iv) be provided with an aisle of not less than 1.2m in width, to be provided and maintained beside or between each row of bicycle parking;
- (v) be located no more than 15m from an entrance. Where there are shelters such as building awnings or overhangs or special purpose-designed shelters that protect bicycles from the elements, bicycle parking may be located up to 30m from an entrance; and
- (vi) be located at ground level and visible to passers-by or building security personnel. Where not immediately visible to passers-by, directional signage shall be provided.

(c) "Setback" means a required distance between a lot line and the nearest exterior wall of a building.

(d) "Streetline" means a lot line that divides a lot from a street or private road.

(e) "Streetwall" means the wall of a building or portion of a wall of a building facing a streetline below the height of a specified stepback or angular plane, that does not include minor recesses for elements for such elements as doorways or intrusions such as bay windows.

(f) "Streetwall height" means the vertical distance between the established street line grade and the highest point of the top of the streetwall, extending across the width of the streetwall.

(g) "Streetwall setback" means the required distance between the streetwall and the streetline.

- (h) "Stepback" means a specified horizontal recess from the front edge of the top of a streetwall.
- (i) "Tower width" means the total horizontal distance between the outermost edges of the building wall or walls facing a street and does not include balconies.

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 Municipal Case 21584:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Parking Level 1
Schedule E	Main Level (Building A: Retail; Building B: Parking and Retail)
Schedule F	Building A: Level 5 Amenity Space
Schedule G	Building A: Hester Street Elevation
Schedule H	Building A: Fraser Street Elevation
Schedule I	Building A: Rosedale Drive Elevation
Schedule J	Building A: Courtyard Elevation
Schedule K	Building B: Level 6 Amenity Space
Schedule L	Building B: Hester Street Elevation
Schedule M	Building B: Floral Avenue Elevation
Schedule N	Building B: Rosedale Drive Elevation
Schedule O	Building B: Courtyard Elevation

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, unless otherwise permitted by 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;
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement; and
 - (d) An approved Plan of Subdivision as required in Subsection 3.6 of this Agreement.
- 3.2.2 Prior to the issuance of the first Municipal Occupancy Permit for the Building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
- 3.2.3 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 Description of Land Use

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

- (a) Two multiple unit residential buildings with ground floor commercial referred to as Buildings A and B;
- (b) Residential units:
 - (i) a maximum of 105 residential dwelling units shall be permitted within Building A;
 - (ii) a maximum of 100 residential dwelling units shall be permitted within Building B; and
 - (iii) notwithstanding 3.3.1(b)(i) and (ii) above each building may increase the total number of units by up to 5% provided that the building mass and form has not changed, and there is no reduction in the parking and amenity space.
- (c) Main Level uses in Building A and B shall be limited to commercial uses, a residential entrance lobby (having elevator access) and residential units.
- (d) Main Level commercial use:
 - (i) shall permit food stores, local offices (including public offices), personal service shops and restaurants;
 - (ii) shall be a maximum of 190 square metres of commercial space permitted on the ground floor of Building A;
 - (ii) shall be a maximum of 150 square metres of commercial space permitted on the ground floor of Building B; and
 - (iii) commercial areas shall have frontage at Rosedale Drive or access onto the landscaped courtyard between Buildings A and B; and
 - (iv) shall permit uses accessory to any of the uses set out in 3.3.1(d)(i).
- (e) The floors above the Main Level shall only include residential use, indoor and outdoor amenity space and residential accessory uses;
- (f) Landscaped courtyard common amenity space having frontage at Rosedale Drive and extending between Buildings A and B;
- (g) Entry plaza and private patios at Floral Avenue;
- (h) Common indoor amenity space:
 - (i) A minimum of 145 square metres of common indoor amenity space shall be provided at Building A;
 - (ii) A minimum of 150 square metres of common indoor amenity space shall be provided at Building B; and
 - (iii) notwithstanding 3.3.1(h)(i) and (ii) above the common indoor amenity space area provided in each building may be reduced by up to 5% in each building.
- (i) Rooftop amenity space:
 - (i) A minimum of 1100 square metres of common rooftop amenity space shall be provided at Building A as shown on Schedule F;
 - (ii) A minimum of 370 square metres of common rooftop amenity space shall be provided at Building B as shown on Schedule K; and
 - (iii) notwithstanding 3.3.1(j)(i) and (ii) above the rooftop amenity space area provided by each building may be reduced by up to 5% in each building.
- (j) A minimum of 184 parking spaces shall be provided in the below grade parking of the multiple unit buildings. Notwithstanding the provision for a minimum 184 parking spaces, the number of required parking spaces shall be increased by a ratio of 1.1% spaces per additional dwelling unit provided under 3.3.1(b)(iii) above.
- (k) Bicycle parking shall be provided at the ratio of 0.5 spaces per dwelling unit with 80% Class A, 20% Class B and shall be located at Parking Level 1. All bicycle parking spaces shall be located on hard surfaces in areas that are visible and well illuminated.

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

3.4 Building Siting, Bulk and Scale

3.4.1 Maximum lot coverage shall be 42%.

3.4.2 The streetwall setbacks of Buildings A and B shall be a minimum of 0.0m from the streetline;

3.4.3 All portions of the Building A and Building B below grade shall be setback:

- (a) a minimum of 0.0m and a maximum of 1.5m from the southeast property line;
- (b) a maximum 1m from the northeast property lines;
- (c) a maximum 3.5m from the northwest property line; and
- (d) a maximum 0m from the southwest property line.

3.4.4 All portions of Building A above grade be setback:

- (a) a minimum of 0.0m and a maximum of 1.5m from the southeast property line;
- (b) a maximum 1.5m from the northeast property line; and
- (c) a maximum 7m from the northwest property line.

3.4.5 All portions of Building B above grade be setback:

- (a) a minimum of 0.0m and a maximum of 1.5m from the southeast property line;
- (b) a maximum 23m from the northwest property line; and
- (c) a maximum 18m from the southwest property line.

3.4.6 Building heights:

- (a) The maximum height of Building A measured from the floor of Level 1 to the top of the roof slab shall not exceed 29m; and
- (b) The maximum height of Building B measured from the floor of Level 1 to the top of the roof slab shall not exceed 37m.

3.4.7 Streetwall heights:

- (a) the maximum streetwall height of the podium for Building A shall not exceed 11m at the Rosedale Drive elevation; and
- (b) the maximum streetwall height of the podium for Building B shall not exceed 14m at the Rosedale Drive elevation.

3.4.8 The stepback from the top front edge of the streetwall to the façade of Building A shall be a minimum of 3m.

3.4.9 The maximum tower width of Building A:

- (a) at the Rosedale Drive and Hester Street facing elevations shall not exceed 36m; and
- (b) at the Fraser Street and courtyard facing elevations shall not exceed 23m.

3.4.10 The maximum tower width of Building B:

- (a) at the Rosedale Drive and Hester Street facing elevations shall not exceed 41m; and
- (b) at the Floral Street and courtyard facing elevations shall not exceed 20m.

3.4.11 The Development Officer may permit an increase of up to 5% of each of the maximum values identified in Subsections 3.4.3, 3.4.4 and 3.4.5 provided the intent and all other specific provisions of this Agreement have been adhered to; and

3.4.12 Where 0.0m setbacks are permitted, they are subject to a detailed review by the Development Officer to ensure compliance with all relevant building codes and by-laws. Any excavation, construction or landscaping will be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.

3.5 Architectural Requirements

3.5.1 The main entrances to 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 entrance into retail space of both Building A and Building B shall face Rosedale Drive. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

3.5.2 The façades facing Rosedale Drive, Floral Avenue, Hester Street and Fraser Street shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

3.5.3 Any exposed architectural concrete or foundation in excess of 0.15m in height and 1.0 square metres in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

3.5.4 Exterior building materials shall not include vinyl siding.

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

3.5.6 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street 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. This shall exclude individual residential mechanical systems.

3.5.7 The first floor façades of buildings where ground floor commercial uses are present shall be a minimum 50% windows, glass doors or clear glazing to provide views of the interior of the building.

3.5.8 Fixed or retractable awnings shall be permitted at ground floor levels.

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

3.5.10 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.

3.6 Subdivision of the Lands

3.6.1 Subdivision applications shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:

(a) No Development Permit shall be issued until the Subdivision is approved; and

- (b) A subdivision plan shall consolidate the properties so that that Buildings A and B are on one lot.

3.7 Parking, Circulation and Access

- 3.7.1 The below grade parking area shall be accessed as shown on Schedules D and E.
- 3.7.2 The below grade parking area shall provide a minimum of 184 parking spaces.

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.

3.9 Landscaping

- 3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition). All landscape construction on the site shall conform to the Canadian Landscape Standard.
- 3.9.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member of Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.9.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.9.3 Notwithstanding Subsection 3.2.3, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 Maintenance

- 3.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the buildings, 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 of walkways and driveways.
- 3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.11 Signs

- 3.11.1 The sign requirements shall be accordance with the applicable Land Use By-law as amended from time to time.
- 3.11.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

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 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street and residential properties along the west-south-westerly 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.
- 3.13.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street or incorporated in to the architectural treatments and roof structure.
- 3.13.3 Any mechanical equipment shall be screened from view from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street with details such as a combination of fencing and landscaping elements.

3.14 Hours of Operation

- 3.14.1 The commercial uses shall be permitted to operate between the hours of 7:00 am and 11:00 pm seven days of the week.
- 3.14.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.

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 all buildings shall be underground installation.

4.4 Solid Waste Facilities

4.4.1 The building shall include designated space for five (5) stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time.

4.4.2 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.

4.4.3 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 increase the maximum number of dwelling units permitted, in accordance with Section 3.3.1(b)(iii) of this Agreement;
- (b) A reduction of the minimum area of common indoor amenity or rooftop amenity space required, in accordance with Sections 3.3.1(h)(iii) and 3.3.1(i)(iii) of this Agreement;
- (c) A decrease in the minimum number of parking spaces required as detailed in Sections 3.3.1(j) and 3.7;
- (d) Minor changes to the architectural requirements as shown on the attached Schedules or as detailed in Section 3.5;
- (e) The granting of an extension to the date of commencement of construction in accordance with Section 7.3 of this Agreement; and
- (f) The length of time for the completion of the development in accordance with 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 three (3) 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 issuance of a construction permit 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 if the Municipality receives a written request from the Developer 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, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.

7.4.3 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, Council may review this Agreement, in whole or in part, and may:

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

7.4.4 In the event that development on the Lands has not been completed within six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the development of the Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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.

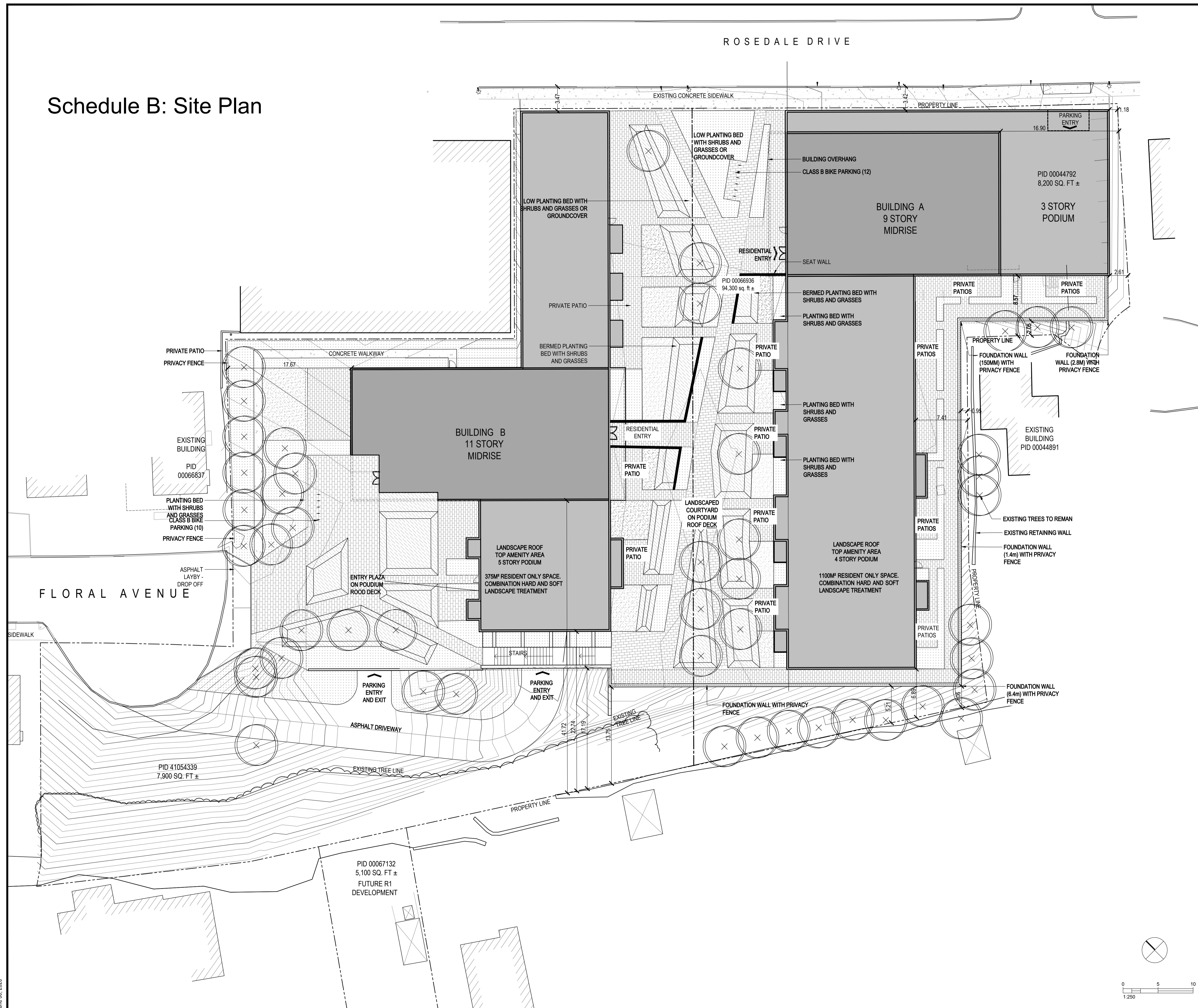
A Commissioner of the Supreme Court
of Nova Scotia

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 Phoebe Rai, Acting 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



NO.	DESCRIPTION	DATE
6	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-06-30
5	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-05-12
4	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-04-09
3	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION W/ SETBACK DIMENSIONS	2020-01-09
2	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2018-09-28
1	ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2018-01-17

NOT FOR CONSTRUCTION

fathomstudio.ca
1 Starr Lane
Dartmouth, NS
B2Y 4V7
Formerly
Elastic Planning & Design

CLIENT
ROSEDALE INVESTMENTS LTD.

PROJECT
18-24 ROSEDALE DRIVE
PID 00066936
PID 41054339

SHEET DESCRIPTION
SITE PLAN

SCALE	DATE	SHEET
1:250	2020-06-30	1
DRAWN SD	CHECKED DS	PROJECT NO. 17-134
		OF 2

Schedule C: Landscape Plan

ROSEDALE DRIVE



NO.	DESCRIPTION	DATE
6	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-06-30
5	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-05-12
4	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-04-09
3	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION WITH SETBACK DIMENSIONS	2020-01-09
2	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2018-09-28
1	ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2018-01-17

NOT FOR CONSTRUCTION

fathomstudio.ca
1 Starr Lane
Dartmouth, NS
B2Y 4V7

fathom
Fathom
Urban Planning & Design

CLIENT
ROSEDALE INVESTMENTS LTD.

PROJECT
18-24 ROSEDALE DRIVE
PID 00066936
PID 41054339

SHEET DESCRIPTION
LANDSCAPE PLAN

SCALE	DATE	SHEET
1:200	2020-06-30	2
DRAWN SD	CHECKED DS	PROJECT NO. 17-134



Schedule D: Parking Level 1

KEY PLAN

NO.	REVISIONS	DATE
05	RE-ISSUE FOR DA APP	2018.09.28
04	ISSUE FOR DA APP	2018.01.17
03	ISSUE FOR REVIEW	2017.12.05
02	ISSUE FOR REVIEW	2017.11.16
01	ISSUE FOR REVIEW	2017.11.08

REVISIONS DATE

PROJECT
18-24 ROSEDALE DRIVE

DEVELOPMENT AGREEMENT
PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE
1/32"=1'-0"

DATE
2018/07/04

DRAWN BY
CC/JB/RV

CHECKED

REVIEWED

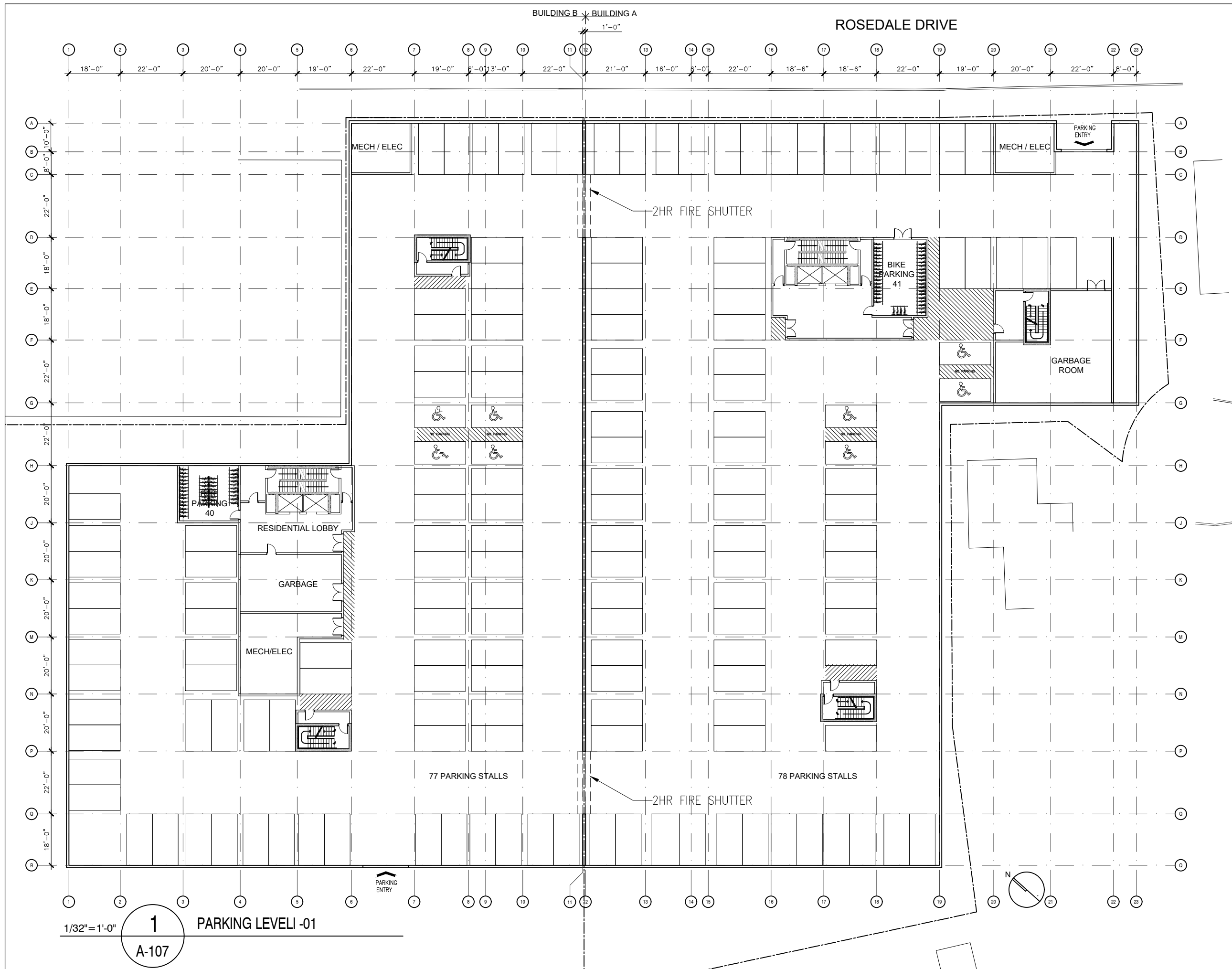
APPROVED
CC

SEAL

NOT FOR CONSTRUCTION

DRAWING
-01_PARKING_LEVEL

DRAWING NO.
A-107



1/32"=1'-0" **1** PARKING LEVEL -01

A-107



Schedule E: Main Level

KEY PLAN

NO.	REVISIONS	DATE
05	RE-ISSUE FOR DA APP	2018.09.28
04	ISSUE FOR DA APP	2018.01.17
03	ISSUE FOR REVIEW	2017.12.05
02	ISSUE FOR REVIEW	2017.11.16
01	ISSUE FOR REVIEW	2017.11.08

REVISIONS DATE

PROJECT
18-24 ROSEDALE DRIVE

DEVELOPMENT AGREEMENT
PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE
1/32"=1'-0"

DATE
2018/07/04

DRAWN BY
CC/JB/RV

CHECKED
CC

REVIEWED

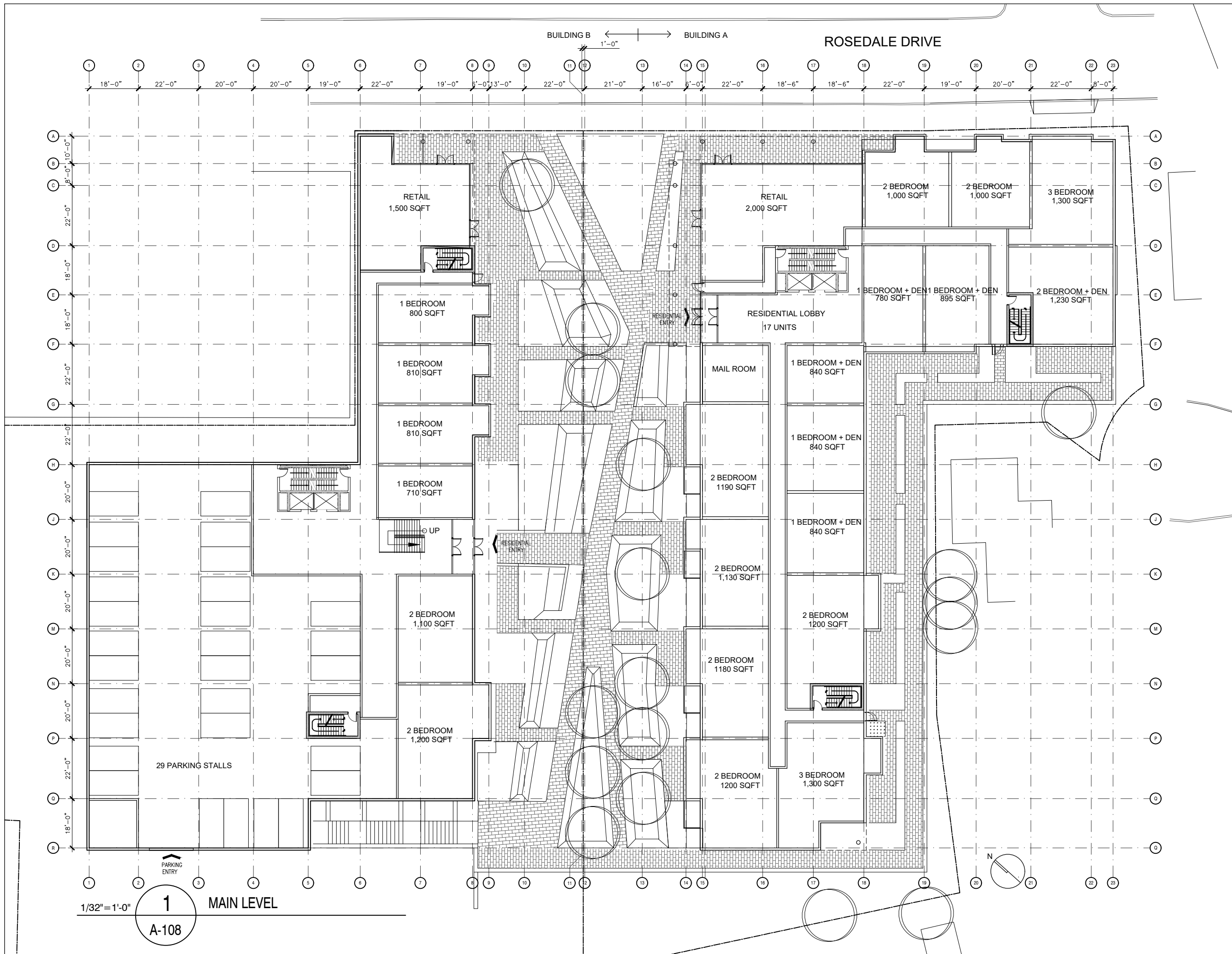
APPROVED
CC

SEAL

**NOT FOR
CONSTRUCTION**

DRAWING
MAIN_LEVEL

DRAWING NO.
A-108





Schedule F: Building A - Level 5

KEY PLAN

REVISIONS	DATE
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT
18-24 ROSEDALE DRIVE

DEVELOPMENT AGREEMENT
PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE
1/32"=1'-0"

DATE
2018/07/04

DRAWN BY
CC/JB/RV

CHECKED

REVIEWED

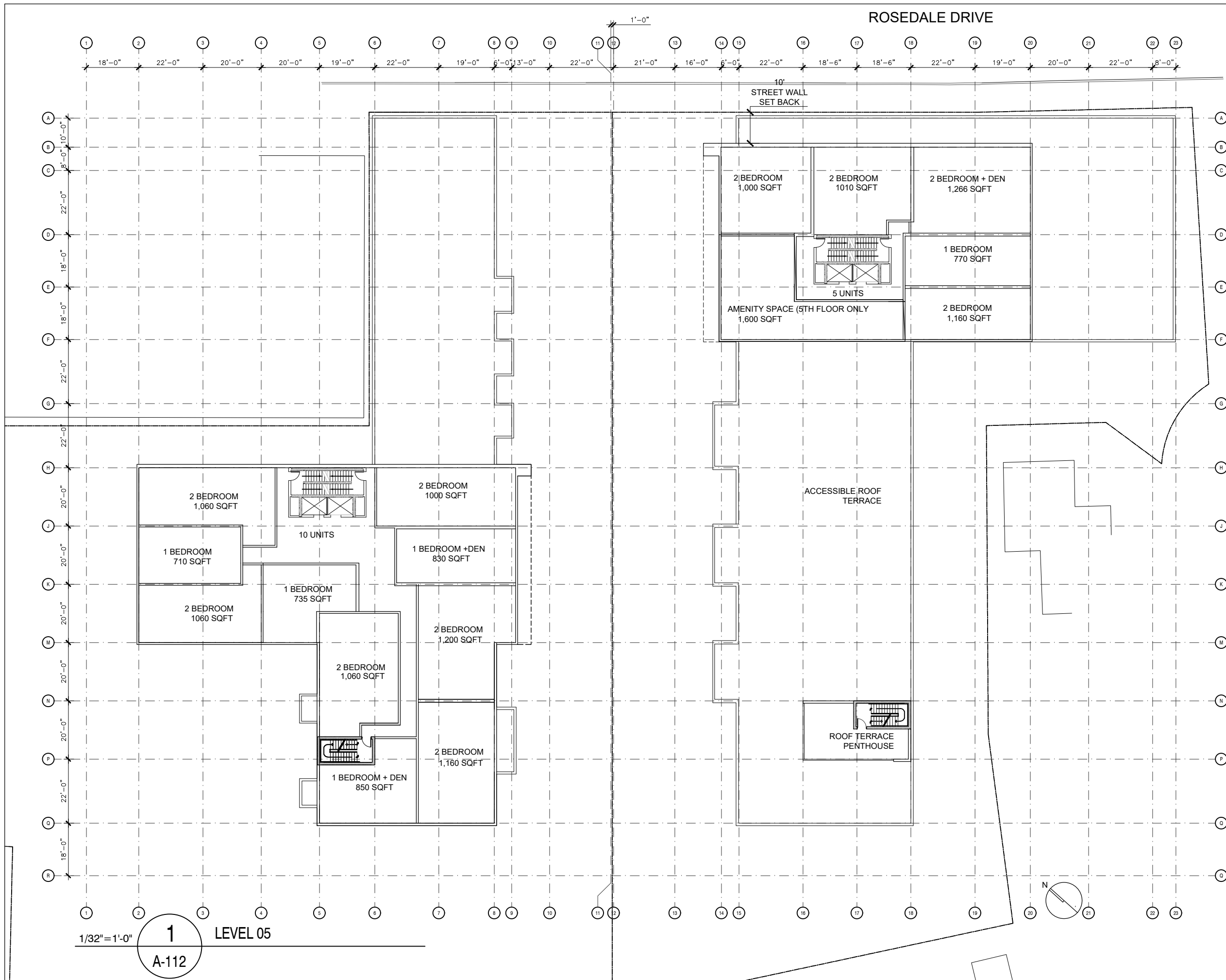
APPROVED
CC

SEAL

**NOT FOR
CONSTRUCTION**

DRAWING
LEVEL_05

DRAWING NO.
A-112



Schedule G: Building A - Hester Street Elevation



EKISTICS PLANNING & DESIGN



1/32"=1'-0" **1** BUILDING A- HESTER ST ELEVATION
A-201

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT
18-24 ROSEDALE DRIVE

DEVELOPMENT AGREEMENT
PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE	DATE
1/32"=1'-0"	2020.03.10

DRAWN BY	CHECKED	REVIEWED
RV		

APPROVED
CC

SEAL

**NOT FOR
CONSTRUCTION**

DRAWING
BUILDING_A_HESTER

DRAWING NO.
A-201

Schedule H: Building A - Fraser Street Elevation



EKISTICS PLANNING & DESIGN



1/32"=1'-0" **1** BUILDING A- FRASER ST ELEVATION
A-202

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT
18-24 ROSEDALE DRIVE
DEVELOPMENT AGREEMENT
PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE	DATE
1/32"=1'-0"	2020.03.10
DRAWN BY RV	CHECKED REVIEWED

APPROVED
CC

SEAL
NOT FOR CONSTRUCTION

DRAWING
BUILDING_A_FRASER

DRAWING NO.
A-202

Schedule I: Building A - Rosedale Drive Elevation



1/32" = 1'-0" **1** BUILDING A- ROSEDALE DR ELEVATION
A-203



EKISTICS PLANNING & DESIGN

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT
18-24 ROSEDALE DRIVE
DEVELOPMENT AGREEMENT PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE	DATE
1/32" = 1'-0"	2020.03.10
DRAWN BY	CHECKED
RV	
	REVIEWED

APPROVED
CC

SEAL

NOT FOR CONSTRUCTION

DRAWING
BUILDING_A_ROSEDALE

DRAWING NO.
A-203

Schedule J: Building A - Courtyard Elevation



EKISTICS PLANNING & DESIGN

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT
18-24 ROSEDALE DRIVE
 DEVELOPMENT AGREEMENT
 PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE: 1/32"=1'-0"
 DATE: 2020.03.10

DRAWN BY: RV
 CHECKED: []
 REVIEWED: []

APPROVED: CC

SEAL

NOT FOR CONSTRUCTION

DRAWING: BUILDING_A_COURTYARD

DRAWING NO. **A-204**



1/32"=1'-0"

1
A-204

BUILDING A- COURTYARD ELEVATION



Schedule K: Building B - Level 6 Amenity Space

KEY PLAN

REVISIONS	DATE
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT
18-24 ROSEDALE DRIVE

DEVELOPMENT AGREEMENT
PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE **1/32"=1'-0"** DATE **2018/07/04**

DRAWN BY **CC/JB/RV** CHECKED REVIEWED

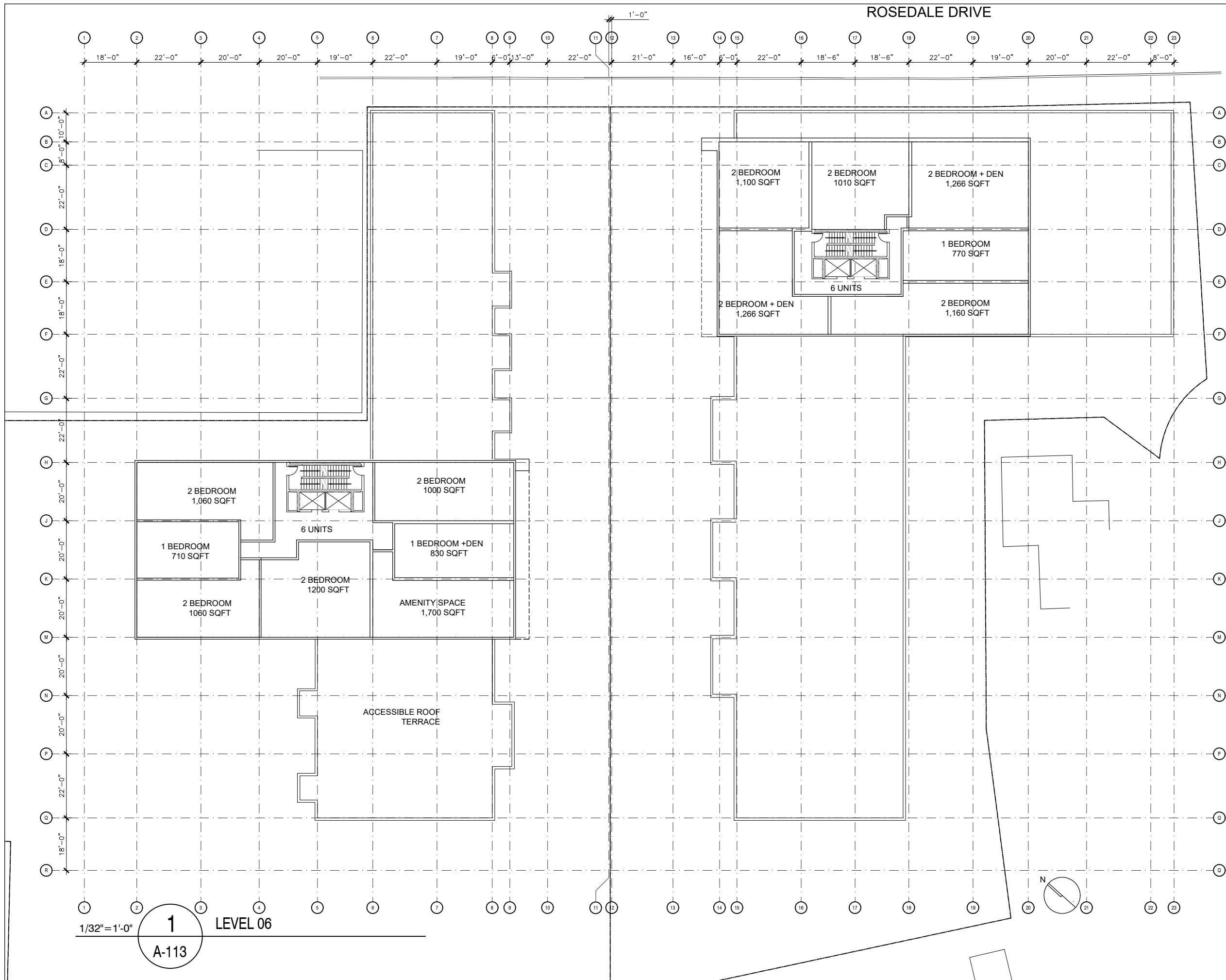
APPROVED
CC

SEAL

**NOT FOR
CONSTRUCTION**

DRAWING
LEVEL_06

DRAWING NO. **A-113**



1/32" = 1'-0" **1** LEVEL 06
A-113

Schedule L: Building B Hester Street Elevation



EKISTICS PLANNING & DESIGN



1/32"=1'-0" **1** BUILDING B- HESTER ST ELEVATION
B-201

KEY PLAN

NO.	REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS	2020.04.06
05	RE-ISSUE FOR DA APP	2018.09.28
04	ISSUE FOR DA APP	2018.01.17
03	ISSUE FOR REVIEW	2017.12.05
02	ISSUE FOR REVIEW	2017.11.16
01	ISSUE FOR REVIEW	2017.11.08

REVISIONS DATE

PROJECT
18-24 ROSEDALE DRIVE

DEVELOPMENT AGREEMENT
PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE 1/32"=1'-0" DATE 2020.03.10

DRAWN BY RV CHECKED REVIEWED

APPROVED
CC

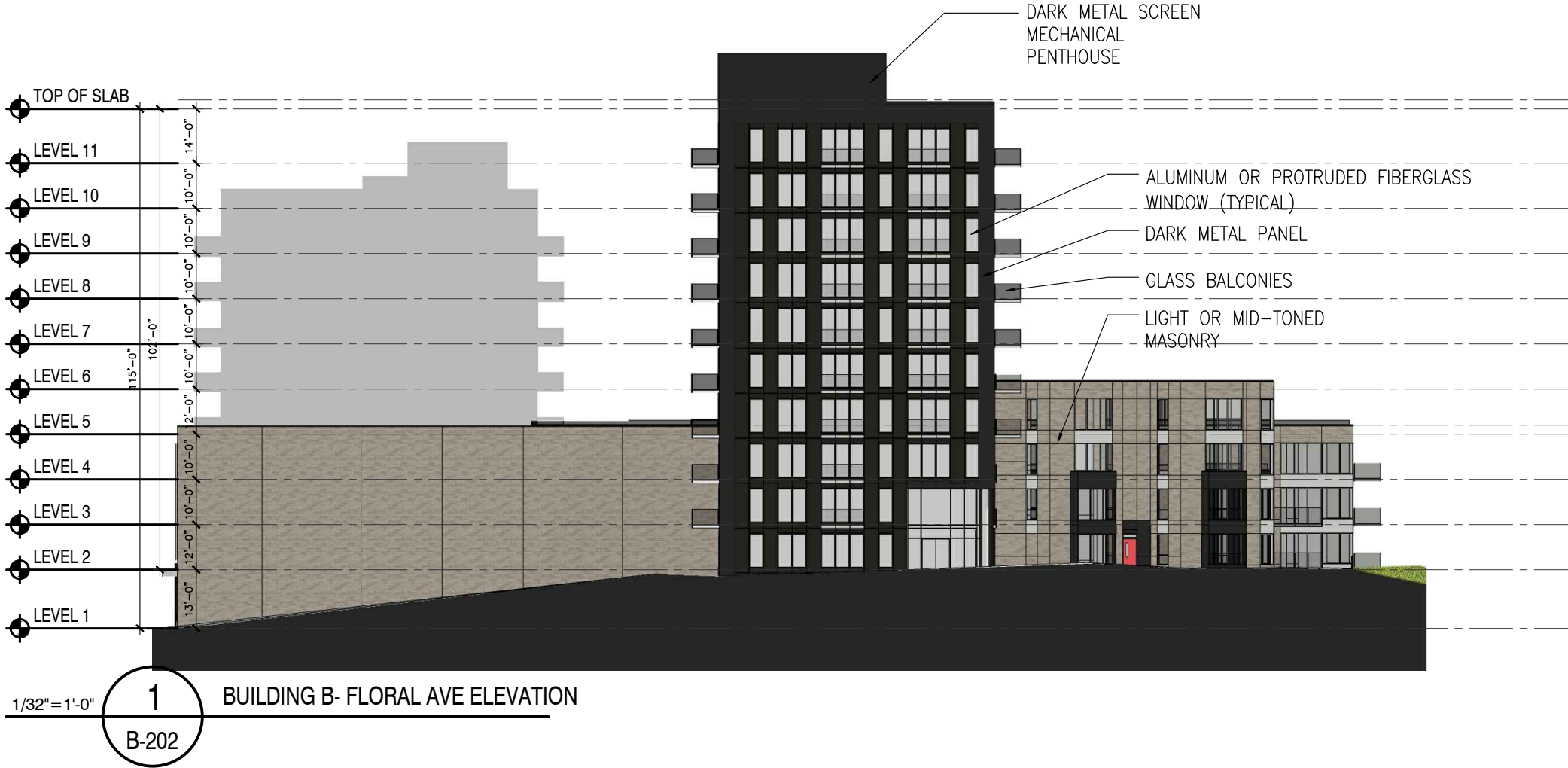
SEAL

NOT FOR CONSTRUCTION

DRAWING
BUILDING_B_HESTER

DRAWING NO.
B-201

Schedule M: Building B - Floral Avenue Elevation





EKISTICS PLANNING & DESIGN

KEY PLAN

REVISONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT
18-24 ROSEDALE DRIVE

DEVELOPMENT AGREEMENT
PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE 1/32"=1'-0"	DATE 2020.03.10
DRAWN BY RV	CHECKED REVIEWED

APPROVED
CC

SEAL

NOT FOR
CONSTRUCTION

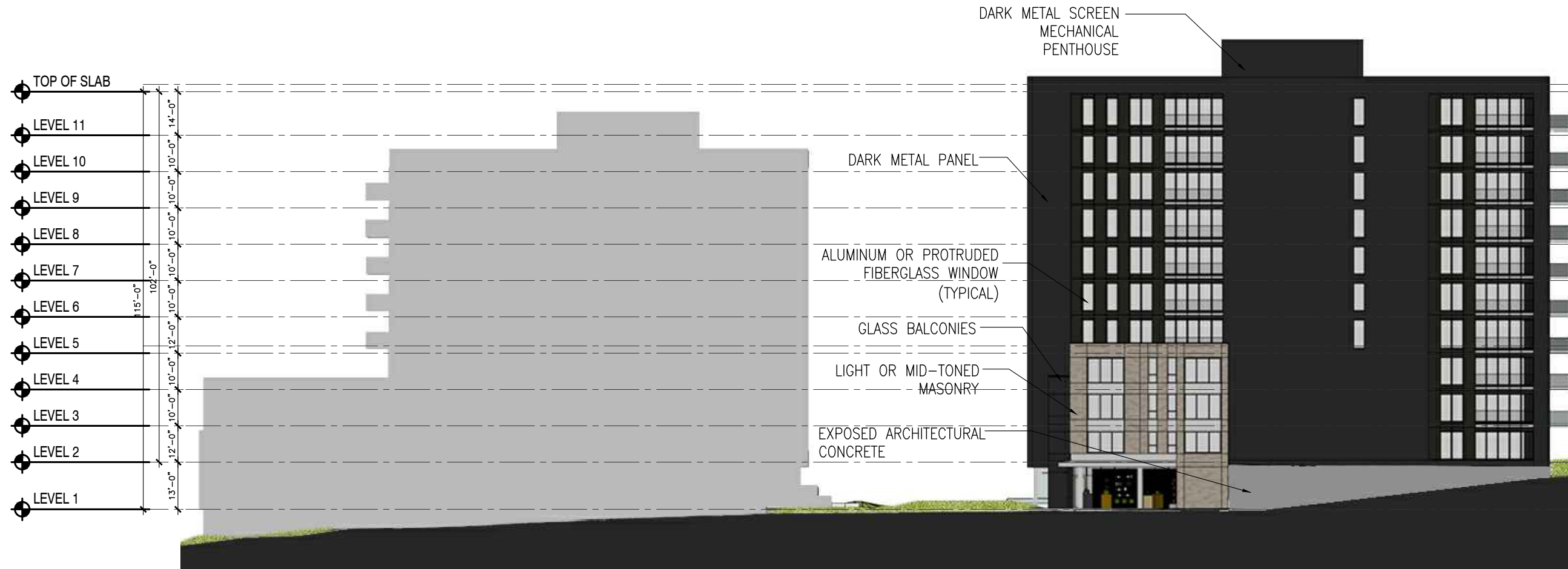
DRAWING
BUILDING_B_FLORAL

DRAWING NO.
B-202

Schedule N: Building B - Rosedale Drive Elevation



EKISTICS PLANNING & DESIGN



1/32" = 1'-0" **1** BUILDING B- ROSEDALE DRIVE ELEVATION
B-203

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT
18-24 ROSEDALE DRIVE

DEVELOPMENT AGREEMENT
PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE: 1/32" = 1'-0" DATE: 2020.03.10

DRAWN BY: RV CHECKED: REVIEWED:

APPROVED: CC

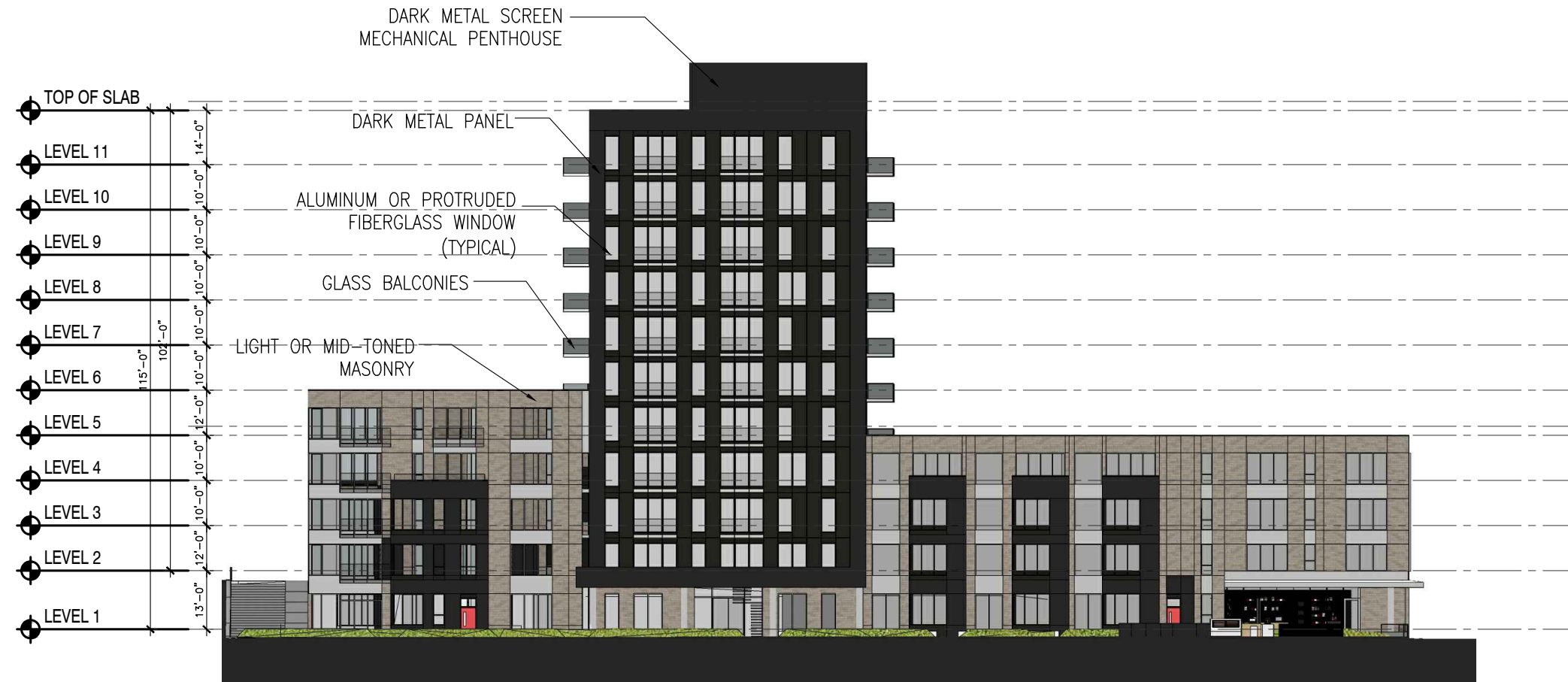
SEAL

NOT FOR CONSTRUCTION

DRAWING: BUILDING_B_ROSEDALE

DRAWING NO. **B-203**

Schedule O: Building B Courtyard Elevation



1/32" = 1'-0" **1** BUILDING B- COURTYARD ELEVATION
B-204



EKISTICS PLANNING & DESIGN

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT
18-24 ROSEDALE DRIVE

DEVELOPMENT AGREEMENT
PLANNING APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE: 1/32" = 1'-0"
DATE: 2018/01/11

DRAWN BY: RV
CHECKED: []
REVIEWED: []

APPROVED: CC

SEAL

NOT FOR CONSTRUCTION

DRAWING: BUILDING_B_COURTYARD

DRAWING NO. **B-204**

Attachment B: Review of Relevant MPS Policies

Regional Centre Secondary Municipal Planning Strategy (Package A)	
Policy	Staff Comment
<p>Policy 10.25</p> <p><i>In addition to Policy 10.27m complete applications for development agreements on file with the Municipality on or before the date of the first publication of the notice of the intention of Council to adopt this Plan shall be considered under the policies in effect on the date of that notice. Where any such application is withdrawn, significantly altered, or refused by Council, any new development applications shall be subject to all applicable requirements of this Plan and the Land Use By-law. Applications that have not proceeded to public hearing within 24 months of the adoption of this Plan shall be subject to all applicable requirements of this Plan and the Land Use By-law.</i></p>	<p>The application to enter into a development agreement at 18 and 22 Rosedale Drive was submitted on January 19, 2018 and deemed complete on March 1, 2018. The date of the publication of the first notice in the paper was August 24, 2019. Because the application was on file with HRM prior to this date the application shall be considered under the policies of the Dartmouth Municipal Planning Strategies which were in effect at the time application was made.</p> <p>If the application does not proceed to public hearing within 24 months of the adoption (hearing) of the Centre Plan on September 17, 2019 the application shall be subject to all applicable requirements of the Regional Centre Plan and Land Use By-law.</p>
<p>Policy 10.26</p> <p><i>Applications approved pursuant to Policy 10.25 shall include project commencement dates not exceeding three years, and project completion dates not exceeding:</i></p> <p><i>a) For King's Wharf Special Area as identified on Schedule 4 of the Land Use By-law, twenty years from the date the agreement is filed at the Land Registry Office; and</i></p> <p><i>b) for all other areas of this Plan, six years from the date the agreement is filed at the Land Registry Office.</i></p>	<p>The proposed development agreement for 18 and 22 Rosedale Drive includes a project commencement date of 3 years and a project completion date of 6 years effective from the date the agreement is filed at the Land Registry Office.</p>

Dartmouth Municipal Planning Strategy: Implementation Policies	
Policy	Staff Comment
<p>Policy IP-1</p> <p><i>In considering zoning amendments and contract zoning, Council shall have regard to the following:</i></p>	
<p><i>(1) that the proposal is in conformance with the policies and intent of the Municipal Development Plan;</i></p>	<p>The Dartmouth MPS has designated the land at PIDs 00066936 and 00044792 as Commercial and the land at PID 41054339 as Residential.</p> <p>The commercial designation allows for a variety of land uses including medium and high density residential as well as a variety of commercial uses</p>

	<p>provided they are in keeping with intent of the area plan (Policy IP-1(c) and IP-5).</p>
<p><i>(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;</i></p>	<p>The proposal fails on both the test of consistency as well as compatibility.</p> <p>The site is surrounded on three sides by lower density uses. The adjacent properties on Hester Street, Fraser Street, and Floral Avenue are two storey dwellings with properties further along Floral increasing to three storeys. Across Rosedale Drive are commercial uses contained in large two storey warehouse style buildings.</p> <p>The development proposes two towers of 9 and 11 storeys situated on podiums of 3 and 4 storeys respectively, fronting onto Rosedale Drive. The rear of the development proposes podiums of 4 and 5 storeys backing onto the residential properties along Hester and Fraser Streets.</p> <p>The proposed uses of the development are residential and commercial, both of which are consistent with the existing development in the area.</p> <p>Massing and Scale: The bulk and scale of the development is not consistent or compatible with adjacent uses. The neighbourhood is low density in form with most buildings being approximately two storeys in height. This makes the 9 and 11 storey towers inconsistent and incompatible with existing development in the neighbourhood. A mid-rise form (maximum 6 stories) is appropriate along Rosedale Ave.</p> <p>Siting and Transition: The narrow setbacks with the adjacent properties along Fraser wrap an existing two storey building with a 3 and 4 storey podium and abuts a portion of the 9 storey tower with no stepback. From Hester Street the dwelling units are at a significantly lower elevation backing onto the proposed development. As such, this development does not appropriately transition to the surrounding low-density neighborhood.</p>
<p><i>(3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries;</i></p>	<p>Access to the site is maintained on Rosedale Drive, with pedestrian access to the courtyard space and vehicle access through the parking garage. The parking garage on Rosedale Drive indicates it will be an entry point only.</p> <p>Additional access is provided through a drop off loop on Floral Avenue which leads to an entry plaza for Building B. Pedestrian access across the site is provided through a landscaped courtyard and stairway connection between Floral Ave and Rosedale Drive. Floral Avenue provides additional vehicle access to the parking garage with both entry</p>

	<p>and exit for vehicles through a private driveway on the rear of the site.</p> <p>The landscaping within the courtyard is a supported component of the proposed development. The landscape plan shows in detail many berm-type planted beds with shrubs and grasses, ground level grassed spaces, outdoor patio spaces, and resident only rooftop amenity spaces. This is an asset for the development.</p> <p>Landscaping has been shown along the property boundaries and where possible existing trees have been noted as being retained. Provisions for buffering/retaining existing trees is shown along the private driveway access to the parking garage, screening the area from properties adjacent to the site along Hester Street.</p> <p>Additional screening along the property lines on Hester and Fraser Streets will be located by the landscape architect in the required landscape plan to reduce visual impacts from the site to existing low density residential areas.</p>
<p><i>(4) that the proposal is not premature or inappropriate by reason of:</i></p>	
<p><i>(i) the financial capability of the City is to absorb any costs relating to the development;</i></p>	<p>The City will not be financially responsible for costs associated with this development.</p>
<p><i>(ii) the adequacy of sewer and water services and public utilities;</i></p>	<p>Halifax Water did not identify any significant issues. Evidence of system capacity and detailed servicing plans must be provided at the time of permit application. When subdivision occurs in the future each property will be required to be serviced independently of each other.</p> <p>When the existing dwelling from the subject site is relocated to 36 Hester Street approvals of the new service connection by Halifax Water are required at the time of the relocation. An easement of required width is to be provided for the services of the new development.</p>
<p><i>(iii) the adequacy and proximity of schools, recreation and other public facilities</i></p>	<p>The site is in close proximity to a number of local schools within the Dartmouth High School family of schools, public parks and public facilities. The site is within a 20 min walk from Harborview elementary school, 15 min walk from Dartmouth High School and is close to many local parks and recreation facilities including Victoria Park, Crathorne Park, Howe Street Park, Dartmouth Common, and the Zatzman Sportplex.</p> <p>The Halifax Regional Centre for Education (HRCE) resource known as the Long Range Outlook; a 10 year projection for each family of schools under the</p>

	<p>HRCE, shows all schools in the Dartmouth family of schools under capacity with the exception of Shannon Park elementary.</p> <p>The <i>Education Act</i> mandates that every person over the age of 5 years and under the age 21 years has the right to attend a public school serving the school region in which that person lives. Where there are no schools located within a walkable distance bussing is provided.</p>
<p><i>(iv) the adequacy of transportation networks in adjacent to or leading to the development;</i></p>	<p>The site is in an established and well-developed area of Dartmouth with an existing transportation network. The site is connected to Wyse Road and Windmill Road via local streets Rosedale Drive, Floral Ave, Bedford St, Elmwood Ave and Jamieson St.</p> <p>The site is serviced by public transit within a short walk. This includes Routes 3, 53, and 64 on Wyse Rd, Route 51 on Windmill road, and walking distance to the Dartmouth Bridge Terminal.</p> <p>No active transportation routes are located in the area, however there are existing sidewalks throughout this neighbourhood.</p>
<p><i>(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas;</i></p>	<p>The site is approximately 350 metres from the nearest body of water and contains no watercourses.</p>
<p><i>(vii) the presence of natural, historical features, buildings or sites;</i></p>	<p>According to the Regional Plan, Map 9, the subject site is partially in an area of elevated archeological interest. This is addressed within the proposed Development Agreement.</p> <p>The subject site abuts a registered heritage property located at 20 Hester Street which will reflect Policy CH-16. Planning evaluation of policy CH-16 follows at the end of the Dartmouth MPS policy evaluations.</p>
<p><i>(viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized;</i></p>	<p>The site is contained within a small footprint and offers no ability to create a scattered development.</p>
<p><i>(ix) the detrimental economic or social effect that it may have on other areas of the City.</i></p>	<p>This development should have limited impact on other areas of the Municipality.</p>
<p><i>(5) that the proposal is not an obnoxious use;</i></p>	<p>The proposal is not an obnoxious use, the area is comprised of primarily residential and commercial properties and uses, the development has similar uses to that found within the area, at a different density.</p>
<p><i>(6) that controls by way of agreements or other legal devices are placed on proposed</i></p>	

<p><i>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></p>	
<p><i>(i) type of use, density, and phasing;</i></p>	<p>This is regulated by the DA. See other policies for review comments.</p>
<p><i>(ii) emissions including air, water, noise;</i></p>	<p>No emissions are expected to be created by this development</p>
<p><i>(iii) traffic generation, access to and egress from the site, and parking;</i></p>	<p>Site access has been accepted as shown in the proposal. The developer has agreed to work with HRM Engineering to review the driveway access off Floral Avenue at permitting time.</p>
<p><i>(iv) open storage and landscaping;</i></p>	<p>Provisions will be included within the DA to regulate open storage and landscaping.</p>
<p><i>(v) provisions for pedestrian movement and safety;</i></p>	<p>This refers to on-site pedestrian movement and safety and is regulated by the DA.</p>
<p><i>(vi) management of open space, parks, walkways;</i></p>	<p>This refers to the private open space and walkways of the development and will be regulated by the DA.</p>
<p><i>(vii) drainage both natural and sub-surface and soil-stability;</i></p>	<p>This will be regulated by the DA through required drainage and lot grading plans that are to be provided at the time of permitting.</p>
<p><i>(viii) performance bonds.</i></p>	<p>The sole performance bond for landscaping is regulated by the DA.</p>
<p><i>(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.</i></p>	<p>The site is suitable for development however, towards the rear of the site there is a substantial elevation change between the properties located along Hester Street and the subject site. The change in elevation presents a challenge to building design and placement within the site. Lower density forms are supported at the rear of the site to mitigate the effects of this grade change.</p>
<p><i>(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</i></p>	<p>A public meeting was held October 30, 2019.</p>

<i>(9) that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:</i>	Not applicable
<i>(i) Council with a clear indication of the nature of proposed development, and</i>	
<i>(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community</i>	
<i>(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. (RC-Jul 2/02;E-Aug 17/02)</i>	Not applicable

Policy	Staff Comment
Policy IP-5 <i>In considering the approval of such Agreements, Council shall consider the following criteria:</i>	
<i>(a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;</i>	<p>The development is not compatible with surrounding neighbourhood with regards to height, scale and massing. The local area is made up of low to medium density two storey residential dwellings with some three storey dwelling units located along Floral Ave. The bulk of the development is at a different scale to that of the neighbouring buildings, other than the commercial warehouses along Rosedale Drive. The proposal does not respond well to the surrounding character of the residential neighbourhood and would require additional changes to transition into the residential area.</p> <p>Staff would be in support of a midrise form (six stories maximum) along Rosedale Drive and a lower density form (single units, two units, townhomes, stacked townhomes or similar) for the remainder of the site.</p>
<i>(b) adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:</i>	

<i>(i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;</i>	The buildings in the proposal are much taller than the surrounding neighbourhood. Height is not appropriate for the neighbourhood.
<i>(ii) traffic generation, access to and egress from the site; and</i>	The developer has agreed to work with HRM Engineering to review the parking access off Floral Avenue at permitting stage.
<i>(iii) parking;</i>	Parking has been provided at a ratio of 1:0.91 contained underground. This is an appropriate amount of parking for this particular area.
<i>(c) adequacy or proximity of schools, recreation areas and other community facilities;</i>	<i>Please see IP-1(4)(iii)</i>
<i>(d) adequacy of transportation networks in, adjacent to, and leading to the development;</i>	The TIS found the adjacent transportation networks and those leading to the development to be adequate.
<i>(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;</i>	<p>The landscaping provided within the courtyard between buildings has been well designed and thought out. It includes a number of visual elements which will provide an attractive and engaging amenity space for the residents.</p> <p>The space includes private patios, raised berms with plants, lawns and ground cover. The proposal includes a 1100m square resident only rooftop amenity area on Building A and a 375m square resident only roof top amenity area for Building B.</p>
<i>(f) that mature trees and other natural site features are preserved where possible;</i>	The plan includes provisions for the retention of existing trees along the property line and buffering the private driveway access to the parking garage.
<i>(g) adequacy of buffering from abutting land uses;</i>	Landscaping along part of Hester and Floral is adequate as there is ample setback between properties and buildings. Along the east side of the site on Fraser and Hester additional landscaping has been identified on the landscaping plan.
<i>(h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and</i>	Ground level has not been identified as changing.
<i>(i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).</i>	See above.

Regional Municipal Planning Strategy for Halifax Regional Municipality	
<p>Policy CH-16</p> <p>For lands abutting federally, provincially or municipally registered heritage properties, HRM shall, when reviewing applications for development agreements, rezonings and amendments pursuant to secondary planning</p>	<p>The proposal has no information regarding the Registered Heritage Property at 20 Hester Street. The heritage property sits at a much lower elevation from the proposed development and in the far corner of the lot. The Heritage building can be seen in the Architectural renderings on page A-104.</p>

<p>strategies, or when reviewing the provision of utilities for said lands, consider a range of design solutions and architectural expressions that are compatible with the abutting federally, provincially or municipally registered heritage properties by considering the following:</p>	
<p>(a) the careful use of materials, colour, proportion, and the rhythm established by surface and structural elements should reinforce those same aspects of the existing buildings;</p>	<p>The registered heritage property at 20 Hester Street is a two storey wood frame house located close to the street. The proposed development abuts the rear property bound of 20 Hester Street. It does not use any design elements such as materials, colour, proportion and rhythm to refer to those same aspects of the heritage structure.</p>
<p>(b) ensuring that new development is visually compatible with yet distinguishable from the abutting registered heritage property. To accomplish this, an appropriate balance must be struck between mere imitation of the abutting building and pointed contrast, thus complementing the abutting registered heritage property in a manner that respects its heritage value;</p>	<p>The proposed building is not visually compatible with 20 Hester Street. Design revision should be undertaken to reference some of the architectural elements of 20 Hester Street while retaining an appropriate level of contrast with the heritage buildings. This is of particular importance in the visible storeys directly behind the existing heritage structure, which will be most visible from the street and neighbouring properties. The proposed design should take some visual cues such as additional articulation and fenestration to break up the building mass and add some visual interest.</p>
<p>(c) ensuring that new developments respect the building scale, massing, proportions, profile and building character of abutting federally, provincially or municipally registered heritage structures by ensuring that they:</p>	<p>The effect of the scale of the proposed structure on the abutting Registered Heritage property is of concern. The sheer height and scale as proposed would detract from the heritage structure and it is suggested that a reduction of height would be appropriate to conserve the visual presence of the abutting heritage property and not overwhelm it.</p>
<p>(i) incorporate fine-scaled architectural detailing and human-scaled building elements.</p>	<p>The proposed building does not display any fine scaled architectural detailing but does incorporate human scaled building elements.</p>
<p>(ii) reinforce, the structural rhythm (i.e., expression of floor lines, structural bays, etc.) of abutting federally, provincially or municipally registered heritage properties; and</p>	<p>The proposed building does not reference the structural rhythm of the abutting heritage property with the exception of floor lines.</p>
<p>(iii) any additional building height proposed above the pedestrian realm mitigate its impact upon the pedestrian realm and abutting registered heritage properties by incorporating design solutions, such as stepbacks from the street wall and abutting registered heritage properties, modulation of building massing, and other methods of massing articulation using horizontal or vertical recesses or projections, datum lines, and changes in material, texture or colour to help reduce its apparent scale;</p>	<p>An attempt to mitigate height by the use of stepbacks for both towers from the Hester Street elevation has limited effect because the “streetwall” is overly tall at 4 stories at building A and 5 stories at building B. Under Policy IP-1(a) of this table staff identifies a preference for a lower form on the site. Also the proposed building is located on a significantly higher elevation than Hester Street that emphasises the height.</p>

<p>(d) the siting of new developments such that their footprints respect the existing development pattern by:</p>	<p>The proposed development is sited such that it respects the existing street pattern at Rosedale Drive, i.e. buildings at right angles to the street. The rear of the building does the same at Hester Street however the relationship to Hester Street is more difficult to discern because of the horizontal and vertical separation distances.</p>
<p>(i) physically orienting new structures to the street in a similar fashion to existing federally, provincially or municipally registered heritage structures to preserve a consistent street wall; and</p>	<p>The proposed structure is oriented to Rosedale Drive and does not front on Hester Street and therefore does not contribute to the streetwall.</p>
<p>(ii) respecting the existing front and side yard setbacks of the street or heritage conservation district including permitting exceptions to the front yard requirements of the applicable land use by-laws where existing front yard requirements would detract from the heritage values of the streetscape;</p>	<p>The proposed building does not form part of the Hester Street streetscape as it abuts the rear property line of the heritage structure. For purposes of comparison the rear yard setback of the proposed building is much deeper than the front yard setback of 20 Hester Street and the side yards are also wider. The setbacks are not similar but do not detract because they are not at the streetline and are used for buffer and screening purposes.</p>
<p>(e) not unreasonably creating shadowing effects on public spaces and heritage resources;</p>	<p>According to a wind and shadow study prepared in support of the application there are no shadows cast on the heritage property.</p>
<p>(f) complementing historic fabric and open space qualities of the existing streetscape;</p>	<p>The proposed building is not complementary to the heritage property. It is the singular heritage structure in the local area and does not constitute a streetscape.</p>
<p>(g) minimizing the loss of landscaped open space;</p>	<p>The proposal does not create any loss of landscaped open space.</p>
<p>(h) ensuring that parking facilities (surface lots, residential garages, stand-alone parking and parking components as part of larger developments) are compatible with abutting federally, provincially or municipally registered heritage structures;</p>	<p>The Hester Street elevation of building B displays 2 parking accesses. These access points are not sensitive to the character of the abutting heritage structure.</p>
<p>(i) placing utility equipment and devices such as metering equipment, transformer boxes, power lines, and conduit equipment boxes in locations which do not detract from the visual building character or architectural integrity of the heritage resource;</p>	<p>There are no utility equipment devices located at the Hester Street elevation of the proposed building.</p>
<p>(j) having the proposal meet the heritage considerations of the appropriate Secondary Planning Strategy, as well as any applicable urban design guidelines; and</p>	<p>There are no heritage considerations or urban design guidelines in the Dartmouth MPS.</p>
<p>(k) any applicable matter as set out in Policy G-14 of this Plan.</p>	<p>Policy G-14 requires that any amendments to the Regional plan are accompanied by amendments to planning documents to implement the amendments</p>

so these documents are consistent with the Regional plan.

For the purposes of Policy CH-16, the following definitions apply:

1. "Abutting" means adjoining and includes properties having a common boundary or a building or buildings that share at least one wall. Properties are not abutting where they share only one boundary point as opposed to a boundary line.
2. "Building scale" means a building's size relative to another building's size, or the size of one building's elements relative to another building's elements.
3. "Massing" means the way in which a building's gross cubic volume is distributed upon the site, which parts are higher, lower, wider, or narrower.
4. "Proportion" means the relationship of two or more dimensions, such as the ratio of width to height of a window or the ratio of width to height of a building or the ratio of the height of one building to another.
5. "Profile" means a building's cross-sectional shape or the shape of its outline.
6. "Building character" means the combined effect of all of the architectural elements of a building or a group of buildings.
7. "Human-scaled building elements" means a range of building details from small (masonry units, doorknobs, window muntins, etc.) to medium (doors, windows, awnings, balconies, railings, signs, etc.) to large (expression of floor lines, expression of structural bays, cornice lines, etc.).
8. "Street wall" means the vertical plane parallel to the street in which the front building facades of the majority of the buildings along a street are located.
9. "Pedestrian realm" means the volume of space enclosed by the horizontal plane of the street and sidewalks, and the vertical planes of the facing streetwalls. The height of this volume is determined by the height of the base of the adjacent buildings as defined by a major cornice line or by the point at which a building's massing is first stepped-back from the streetwall. Where cornice lines or setbacks do not exist, the height will be generally two to five stories, as appropriate.

Attachment C: Public Information Meeting Summary

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 21584

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

Wednesday, October 30, 2019

6:30 p.m.

Stairs Memorial United Church Hall - 44 Hester St., Dartmouth, NS

STAFF IN

ATTENDANCE: Darrell Joudrey, Planner, Planner III, HRM Planning
Anne Totten, Planner III, HRM Planning
Meaghan Maund, Planner III, HRM Planning
Jared Cavers, Planning Technician, HRM Planning
Tara Couvrette, Planning Controller, HRM Planning

ALSO IN

ATTENDANCE: Councillor, Sam Austin, District 5
Rob Leblanc – Applicant, Fathom Studio
Philippa Ovonjiodida - Applicant, Fathom Studio
Roger Boychuck - Applicant, Fathom Studio, Traffic Engineer
Benjamin Carr – Land owner – Developer
Joey Arab - Land owner – Developer

PUBLIC IN

ATTENDANCE: Approximately: 41

The first part of the meeting was open house style which went from 6:30 – 7:30 pm with boards set-up at the back of the hall to view and discuss with the developers.

1. Call to order (7:30 pm), purpose of meeting – Darrell Joudrey

Mr. Joudrey introduced himself as the Planner and Facilitator for the application. They also introduced; Councillor Sam Austin, Tara Couvrette – Planning Controller, Jared Cavers - Planning Technician, and Rob LeBlanc – Applicant, Fathom Studio.

Case 21584 - Application by Fathom Studio, on behalf of the property owner, to enter into a development agreement for an 11 storey multi-residential building on lands at 18 and 22 Rosedale Ave, and Floral Ave, Dartmouth.

Mr. Joudrey explained; 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 Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

2. Presentation of Proposal – Darrell Joudrey

Mr. Joudrey 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 applicants request. Mr. Joudrey outlined the context of the subject lands and the relevant planning policies.

3. Questions and Comments

Elizabeth Eaton – How soon is the earliest this would start? **Rob Leblanc** – 8 months to a year for the development process and 3-6 years to start construction.

Richard Vonner – What building is the Heritage building? **Rob Leblanc** – It is on the top of Rosedale Dr.

Emmett Austin – Scattered development, is this something that we should be scared of? **Darrell Joudrey** – this application is the opposite of scattered development. **Emmett Austin** – do you think this development

would be approved under Centre Plan as it is presented now? **Rob Leblanc** – this application went in over a year ago, so it is considered under the old process. However, as we submitted this we looked at the policies that were drafted under Centre Plan and designed the building to meet a lot of the policies that are in the Centre Plan. **Emmett Austin** – What do you see this doing for our end of the city and affordable housing? **Darrell Joudrey** – there is no authority under the charter to ask for affordable housing. The developer can work with the province and provide it if they wish. **Benjamin Carr** – There is nothing designated in the proposal right now but something they are opened to consider.

Ron Fritz, Brookside Ave – has concerns over the increase in traffic this will bring to the area. Wanted to know who did the Traffic Impact Study. **Rob Leblanc** – One of the real reasons we were excited about this site was its walkability, proximity to transit and access to the ferry and bridges. **Roger Boychuck** - explained that HRM has traffic guidelines that are followed when doing the Traffic Impact Study (TIS) and explained how they work. **Ron Fritz** – stated that traffic doesn't flow the way he explained it, 1 every 30 sec's, traffic flows almost bumper to bumper, failing to let pedestrians through legal marked crosswalks especially at those peak hours. If you have an additional, almost, 200 vehicles pushing into the network at peak hours and you want people to be walking and biking how can you mitigate that? **Roger Boychuck** – agrees that with regards to crosswalks, cyclist and the active transportation network there are issues that need to be addressed on a broader scale. From this developments perspective the overall impact is relatively small. **Ron Fritz** – the context of the site is light industrial, how does this fit in? **Rob Leblanc** – spoke to the reason for Centre Plan and concentrating development to the Urban Core area to stopping sprawl. Bringing more people in to the core to create a more walkable space, more transit and engage active transportation. **Darrell Joudrey** – Explained there is also an Integrated Mobility Plan that council has approved in principal and it is applied to most applications.

Bruce Fraser, Emma Court – wanted Darrell to explain about low income housing and how it isn't in the charter because in the paper for the Willow Tree Development there was money put aside in a special fund for it. **Darrell Joudrey** – explained a little bit and then **Councillor Sam Austin** explained the housing piece and reiterated that we do not have the ability under the charter to require a certain number of units to be affordable housing. Also explained what happened at the Willow Tree Development and the fund that was set-up for affordable housing.

Benjamin Carr, nephew of Joey Arab, property owner – explained when the application was submitted Centre Plan was not yet in. This was designed based on what was available at that time. Explained there are two design options at the back of the room. One under a development agreement, which they prefer and is more desirable, and one that is as-of-right under Centre Plan.

Ann Guy, Hester – Likes how walkable the neighbourhood is. This is a really really big change from what is in the area now. Low density to high density very quickly, that is a concern. Will the buildings have windows/balconies that look down into the yards on Hester St.? **Rob Leblanc** – explained the difference between what could be built under Centre Plan and what could be built if they got a development agreement. They prefer the development agreement process over doing what could be under Centre Plan. Explained where the balconies would be located and explained there is a 30-foot green strip (buffer) around the development. Went over the buffer that would be around the whole development.

Krista Marshall – wanted to know if the development agreement processes is not accepted is what you are proposing in the back (on the posters) under Centre Plan what you plan on doing? **Rob Leblanc** – no, that is a massing study to show what would be allowable under the current Centre Plan. If the development agreement doesn't go through, it would be right to the property line tough to be able to get the same density on the site.

Public – the setback in a minimum of 30 feet all the way around? **Rob Leblanc** – On Hester St. and 20 feet on the eastern/western side. **Public** – the greenspace looks like it is made for the residents and not the neighbourhood. Your greenspace is mostly in the middle. Doesn't like that they keep threatening the Centre Plan option if they don't get the development agreement option. **Rob Leblanc** – It is more of a horseshoe configuration for the greenspace plan because that is what works best for everyone. Doesn't want it to come across as a threat when they talk about the Centre Plan option, they just want everyone to be informed. **Philippa Ovonjiodida** – Spoke to why they keep talking about the Centre Plan – only to make sure all options are provided to the community not as a threat.

Leigh Mathews – Is parking included with the rent? If not where are all those people who don't want to pay going to park? Down here. **Joey Arab** – No, it would be an additional cost. Most people are willing to pay extra for parking, so they don't have to worry about the elements. **Leigh Mathews** – they call these types of developments a neighbourhood buster. I worked so that when I retire I can enjoy my nice quiet sunny backyard and your development is going to ruin that. Are you going to buy us all out in this area because when we go to sell out houses you are going to be doing this development and the noise and dirt will decrease the value of our homes?

Public – The McKay Bridge will be going under a refit in the next few years, and we all saw the impact on the neighbourhood when the McKay Bridge is down to one lane on the weekends and this is just going to make things worse and have a big impact. Also, with what happened with the crane in Halifax, what is in place to mitigate something like that and a natural disaster? The financial impact that it has had on so many people, both businesses and residents is tremendous. Will the city make sure the developer etc. have all the proper insurances in place? **Darrell Joudrey** – stated there is an administrative order in place that all developers must follow.

Bill McKenna, Floral Ave – Finds this project is a beatification of the whole area and will create employment for people. Congratulates the planners, traffic division, and all aspects of this whole plan.

Public – how many parking spaces will there be? **Rob Leblanc** – almost 1-1, .95 ratio. **Public** – you are about 40 short for the number of units proposed. How many parking spaces and how many unites? **Rob Leblanc** – 184 parking spots and 201 units proposed. **Darrell Joudrey** – as part of the Integrated Mobility Plan we are hoping that people will use other modes of transportation.

Rev. Ralph G. Yarn – 36 Hester St., talked about underground parking, dropping the house down over the back from Rosedale, are you planning to put a driveway over 36 Hester St? **Rob Leblanc** – No, **Rev. Ralph G. Yarn** – are you planning on putting a stairway or walkway down there? **Rob Leblanc** – it is not in the current plan but is something that could be considered. **Rev. Ralph G. Yarn** – Parking along this area, streets are narrow, your residents will end up parking down here, on the streets, in the church parking lots, etc. and when we have nothing going on it's not a big deal, but this will cause issues. My concern is how well has this been thought through. I am concerned for residents that have worked so hard on their yards and their homes and now they will have this massive development beside them. I cannot conceive that this will benefit the community. This does not fit into the nature of the neighbourhood. Would love to see a house there. **Rob Leblanc** – offered to look into the stair's suggestion.

Public – Parking is always a contentious issue. Would the city be willing to issue parking permits for people who live on the side streets so that they would have authorized parking? **Darrell Joudrey** – offered to put that question through to development engineering and traffic operations. **Public** – for the church parking lots, over in Halifax they have had to start booting people and that has resolved most of the issues. Concerned a nice new development will push property taxes up and this will affect people who are working to live because this will cause rents to go up and those people will be forced out. Maybe with this new development the city will pay more attention to our area, pave and look after the roads a little bit better. Has concerns about the height of the building. It will detract from lots of sunny backyards, quality of life for a lot of residents that have lived here for a very long time.

Ann Guy, Hester St. – the demo of the current building – how long will that process take? Our buildings/homes may not make out so well in that process. Can you talk about blasting a little bit? **Rob Leblanc** – there has been no geotechnical study's done yet. They are normally done once we get approval. Because of that we don't know what will be required at this site. Taking down that building is relatively straight forward and about 30 days of work. We wouldn't be digging any deeper than the current foundations. **Ann Guy** asked about how much of the building would be parking etc. **Rob Leblanc** went over the size and how many storeys of the building would be parking. There are also protections in place blasting.

Public – What are you going to do about the rodents that will be coming down here because of this development. **Darrell Joudrey** – there is an administrative order in place that requires best management practices. There has to be a plan in place to deal with rat's and other animals that are displaced because of this. Development Services would deal with this and can be contacted.

Casey Malone, Hester St. – do you have images of the shade study? **Rob Leblanc** – stated he could assist with that (Casey Malone will email him). **Casey Malone** is a big gardener and likes birding and is concerned about the impact of losing all of the trees that are there. Is concerned about the balconies being glass and pitching to add something to the glass to limit the chances of birds hitting it so they can pick up on it. Wanted to know if it is true that there is about a 4 storey drop from the Rosedale level to behind this side of the church. **Rob Leblanc** – yes, between a 3-4 storey difference. **Casey Malone** – if we were it imagine what it looks like now, it is not 11 storey's it is more like 15. **Rob Leblanc** – yes, from this elevation it would be 3-4 storys plus the 11 storey at the center. **Casey Malone** – In all the images I have seen I haven't seen any images from that angle. Also, wants to second or third the interest in affordable housing. People are getting pushed out of here. The bus stop that is right next to Sobey's, when a bus is parked there letting people off and on and cars are trying to leave and come around there has been so many close calls. That bus stop is going to have to go or somebody is going to get hurt. **Public** – what about the ambulances? **Casey Malone** – Is this within supports of the Urban Forrest Plan? **Rob Leblanc** – Yes

Public – the church has a water problem seeping through the foundation every spring. The area behind has a steep slop coming down about 50 feet, will there be anything in place to mitigate water coming onto our property? **Rob Leblanc** explained that part of the plan is they must provide a storm water management plan and address a no net runoff approach. We can't create additional runoff onto adjacent properties.

Richard Vonner – Who owns 36 Hester St.? **Benjamin Carr** – we own it.

Councilor Sam Austin – thank everyone for coming out and providing their comments.

Sharon Gallant – Who owns the chain-link fence that runs along the back of the yards on Hester St.? **Rob Leblanc & Developers** – Nobody was sure who owed it.

4. **Closing Comments**

Mr. Joudrey thanked everyone for coming and expressing their comments.

5. **Adjournment**

The meeting adjourned at approximately 9 p.m.

Attachment D: Illustrations of Proposed Development



Figure 1. View of proposal looking northwest from Fraser Street.



Figure 2. View of rear elevation of proposal looking north-northeast from Hester Street.