



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

**Item No. 13.1.1**  
**Harbour East – Marine Drive Community Council**  
**Special Meeting**  
**December 16, 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 12, 2020

**SUBJECT:** **Case 22285: Development Agreement to allow a 12-storey multi-unit dwelling at 3 Bartlin Road, Dartmouth**

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**ORIGIN**

Application by Twin Lakes Development Limited.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

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

1. Refuse the proposed development agreement enabling the development of a 12-storey multi-unit dwelling at 3 Bartlin Road, as set out in Attachment A of this report.
2. Refuse the proposed discharging agreement, as set out in Attachment B of this report.
3. Give Notice of Motion to consider the proposed Second Amending Agreement, as set out in Attachment C of this report, to allow an extension to the required Date of Commencement of the existing Development Agreement on 3 Bartlin Road.
4. Approve, by resolution, the proposed Second Amending Agreement, which shall be substantially of the same form as set out in Attachment C of this report, to extend the required Date of Commencement of the existing Development Agreement on 3 Bartlin Road.
5. Require the Second Amending Agreement be signed by the property owner within 240 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods,

whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Twin Lakes Development Limited, on behalf of property owners Robert Yuille, the Association of NS Land Surveyors, and Twin Lakes Development Limited is applying to discharge an existing development agreement and apply a new agreement to construct a 12-storey multi-unit dwelling with ground floor commercial uses at 3 Bartlin Road, 325 A Prince Albert Road and 327 Prince Albert Road, Dartmouth.

<b>Subject Site</b>	3 Bartlin Road, 325A Prince Albert Road, and 327 Prince Albert Road, Dartmouth
<b>Location</b>	Dartmouth Plan Area
<b>Regional Plan Designation</b>	US (Urban Settlement)
<b>Community Plan Designation (Map 1)</b>	HR (Higher Order Residential) designation and the COR (Corridor) designation of the Regional Center Municipal Planning Strategy
<b>Zoning (Map 2)</b>	HR-1 (Higher-Order Residential 1) zone and COR (Corridor) zone of the Regional Centre Land Use By-law
<b>Size of Site</b>	13,137 m <sup>2</sup> (141,407 ft <sup>2</sup> )
<b>Street Frontage</b>	90 m (297 ft)
<b>Current Land Use(s)</b>	Commercial (office and retail), residential
<b>Surrounding Use(s)</b>	Large format grocery store, offices, auto repair, multi-unit dwellings, single unit dwellings, two-unit dwellings, Alderney Elementary School.

## **BACKGROUND**

### **History of the Existing Development Agreement**

The existing development agreement was considered by Harbour East Community Council at a meeting on July 6, 2006. At that time, staff did not recommend approval of the proposed development due to “building height and scale”, and non-conformance with Policy IP-5(b)(i) of the Dartmouth Municipal Planning Strategy. However, Harbour East Community Council approved the proposed development which was subsequently registered at the Land Registration Office on April 23, 2013. The delay in registering the development agreement after its approval was to allow time for a land transaction between HRM and the property owner that was required by the development agreement to be completed.

On July 5, 2018, Harbour East Marine Drive Community Council approved a time extension to the original development agreement and extended the date of commencement by 2 years from the amending agreement’s registration with the Land Registration Office on November 1, 2018. As such, the development approved by the existing development agreement must be commenced no later than November 1, 2020. Neither the original development agreement nor the amending agreement included a required date of completion.

The existing development agreement applies only to 3 Bartlin Road; the proposed development agreement would add two properties, 325A Prince Albert Road and 327 Prince Albert Road, to the DA area. 325A Prince Albert Road, and 327 Prince Albert Road are not affected by the existing development agreement and can only be developed by-right unless HEMDCC chooses to approve the proposed development agreement.

### **Details of the Existing Development Agreement**

The development approved for 3 Bartlin Road by the existing development agreement has the following features:

- Maximum height: 38.7 metres (127 feet);
- Containing 84 residential units;
- 139 square metres of common amenity space;
- 10-metre-wide public recreation corridor (pathway) connecting Prince Albert Road and Alderney Elementary School;
- \$30,000 or equivalent in design and construction services for the Alderney Elementary School grounds<sup>1</sup>; and
- Underground and surface parking in accordance with the provisions of the Dartmouth Land Use By-law (105 spaces).

### **Proposal Details**

The applicant has applied to include two additional properties to the development agreement area, change the location of the structure, and construct a 12-storey multi-unit dwelling with two towers and commercial uses at grade. The major aspects of the proposal are as follows:

- Increase the total land area by adding 325A and 327 Prince Albert Road to the development agreement;
- Two towers up to 42 metres (138 feet) tall on a common podium;
- Commercial uses at grade facing Prince Albert Road;
- The number of dwelling units is not specified, however 30% of all dwelling units must have 2 or more bedrooms;
- Required amenity space of 5.0 m<sup>2</sup> per dwelling unit;
- A combination of surface and underground parking; and
- A portion of land identified as Block B on Schedule L of the proposed development agreement, and currently part of 3 Bartlin Road, that could be subdivided and developed according to the provisions of the Land Use By-law for the Regional Centre.

### **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 its intent to consider the adoption of the Package “A” planning documents (August 24, 2019) to continue to be considered under the existing policies in effect on the date of the notice. Additionally, Policy 10.15 requires that the application must proceed to a public hearing within 24 months of the effective date of the adoption of the RCSMPS (September 17, 2019).

This application meets the criteria of Policy 10.25, and therefore the proposal may be evaluated in accordance with the Dartmouth MPS policies, as requested by the applicant. 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

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<sup>1</sup> Staff advise that the Dartmouth Municipal Planning Strategy does not provide authority for this provision, and no similar provision is included in the proposed development agreement.

and seeking comments through the HRM website, signage posted on the subject site, postcards mailed to property owners within the notification area shown on Map 2 and a public information meeting held on November 25, 2019. Attachment D contains a copy of a summary from the meeting. The HRM website for this proposal received a total of 563 unique page views over the course of the application, with an average time of 3:18 minutes spent on the page. The public comments received include the following topics:

- Feedback was generally supportive of the proposal;
- Suggestion that the proposed building is too tall, and that a 5-6 storey building would be more appropriate;
- Concern that insufficient parking is proposed; and
- Traffic at the intersections of Prince Albert Road, Glenwood Avenue, Lawrence Street and Grahams Grove continue to be a concern.

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

The proposal will potentially impact local residents, business owners and property owners, and students and staff at Alderney Elementary School.

## **DISCUSSION**

Staff have reviewed the proposal relative to all relevant policies and advise that it is not reasonably consistent with the intent of the Dartmouth MPS. Attachment E provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

### **Proposed Development Agreement – Incorporating Additional Land**

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

- Permits a new design for the approved apartment building with the following features:
  - Relocating the building closer to Prince Albert Road;
  - Two 12-storey residential towers;
  - At least 30% of all dwelling units must have 2 or more bedrooms;
  - Amenity space of 5.0 m<sup>2</sup> per dwelling unit;
  - 88 underground parking spaces;
  - Removal of requirement to construct a pedestrian connect between Prince Albert Road and Alderney Elementary School;
  - Commercial uses facing Prince Albert Road; and
  - A vacant portion of the subject site (Block B) to be developed in the future in accordance with the Regional Centre Land Use By-law.
- Non-substantive amendments would be as follows:
  - Changes to permitted hours of operation for commercial uses;
  - Changes to the location of solid waste facilities;
  - Changes to landscaping requirements;
  - Changes to the dates of commencement and completion;
  - Changes to architectural requirements that do not impact the massing of the building; and
  - Changes to sign requirements.

The proposed development agreement (Attachment A) would permit a new apartment building with two twelve-storey residential towers and commercial uses along Prince Albert Road subject to the controls identified above. 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.

#### Compatibility and Consistency

The Dartmouth MPS requires Council evaluate the proposed development with the existing neighbourhood using two distinct tests; consistency and compatibility. MPS Policy IP-1(c)(2) states that in considering zoning amendments and contract zoning, Council shall have regard to the following:

...  
*(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;*

Further to the above, Policy IP-5 says:

*It shall be the intention of City Council to require Development Agreements for apartment building development in R-3, R-4, C-2, MF-1 and GC Zones. Council shall require a site plan, building elevations and perspective drawings for the apartment development indicating such things as the size of the building(s), access & egress to the site, landscaping, amenity space, parking and location of site features such as refuse containers and fuel storage tanks for the building. In considering the approval of such Agreements, Council shall consider the following criteria:*

*(a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood; ...*

The existing development form in the area (see Attachment F) includes the following:

To the north:

- Single-storey large format grocery store with large parking lot;
- Two and three-storey, one and two-unit residential uses; and
- Two-storey commercial uses along Prince Albert Road.

To the east:

- Two and three-storey, one and two-unit residential uses;
- Single-storey elementary school abutting the subject; and
- Four-storey multi-unit.

To the south:

- Two and three-storey, one and two-unit residential uses
- Four-storey multi-unit;
- Four storey hotel, Hearthstone Inn;
- Two-storey commercial uses along Prince Albert Road; and
- A 16-storey hotel under construction at the corner of Glenwood Avenue and Prince Albert Road, approximately 130 metres from the subject site.

To the west:

- Public open space at Graham's Grove, west of the subject site;
- Lake Banook, including a paddling course;
- Two and three-storey residential uses at Graham's Corner; and
- Two-storey commercial uses at Paddlers' Cove, west of the subject site.

The hotel structure at Glenwood Avenue and Prince Albert Road is permitted by-right under the Dartmouth Land Use By-law, which does not include any height limitations. Construction on the hotel began in 2019. By-right development is not subject to Council review or an analysis of compatibility or consistency as is outlined in this report.

The intent of MPS policy is for Council to consider compatibility and consistency of projects regulated by development agreement and, where possible, minimize the impact new development would have on an existing neighbourhood in terms of a list of criteria that include use, height, scale, bulk and density. Lots closer to the subject site would experience greater impacts from new development and could have more prominence in the analysis. A single unit dwelling abuts the subject site at 325 Prince Albert Road, south of the subject site, and a two-storey mixed use building that includes residential uses abuts the subject site at 335 Prince Albert Road, north of the subject site.

The use of the word “consistent” in the policy does not require that new development be identical to existing built form. With this said, the Dartmouth MPS policy suggests that new development fit into the existing fabric of the community, as opposed to creating an entirely new context on its own. Reasonable variations are permitted, and Council can consider existing transitions in both development form and use in its analysis of consistency.

Appropriate development in the area of the subject site could provide effective transition between the low-density residential neighbourhood with no mixing of uses at the northern end of Prince Albert with the moderate density housing and mixed commercial uses along Prince Albert Road south of the subject site. Both commercial and residential uses transition to less intensity along Prince Albert Road, north of the subject site. The proposed development would not be consistent with these existing transitions.

#### Exterior Design

The proposed structure is set back only 6 feet (1.8 m) from the property line shared with 335 Prince Albert Road, which is the site of a two-storey mixed use building with residential uses on the second floor. The existing structure at 335 Prince Albert Road is also set close to the property line, which would create a short separation distance between these two structures.

The proposed design would step back from this property line, with the closest part of the proposed structure being two storeys where it is closest to 335 Prince Albert Road, then stepping up to 3 storeys and then ultimately the full 12 storey height. The ground-level courtyard between the two towers would also provide a break between the proposed building and 335 Prince Albert Road. However, staff advise that these design interventions are insufficient to adequately mitigate the short setback and the 10-storey variation in the heights of these abutting structures.

The impact of the height of the proposed building is aggravated by the relatively large floorplates of the proposed structure. The development agreement would allow floor plates up to 1,394 m<sup>2</sup> (15,005 ft<sup>2</sup>) in area in both towers.

#### Wind Impact

While specific regulatory limitations on wind impacts are not applicable to the subject property, wind impacts that could arise from the proposed development can be considered as a factor in the analysis of compatibility of the proposed project.

The wind assessment provided by the Applicant (see Attachment G) shows wind speeds of between 15-20 km/hour on the grounds of the Alderney Elementary School in the fall and winter, including in areas of access to and emergency egress from the school, and wind speeds of 20 km/hour in the fall and winter to the north of 10 Lawrence Street, which is a 4-storey multiple unit dwelling. These projected wind speeds are significant and could be mitigated on the subject site. The applicant declined staff’s request to provide interventions that would lessen these off-site wind impacts.

### **Time Extension – Existing Development Agreement**

Staff are recommending that HEMDCC not approve the proposed development agreement. If HEMDCC denies that the application, Twin Lakes Development Limited has requested that HEMDCC approve a Second Amending Agreement to extend the required date of commencement for the existing development agreement.

The existing development agreement expired on November 1, 2020. Transition Policy 10.28 of the Secondary Municipal Planning Strategy for the Regional Centre limits HEMDCC's ability to grant an extension to the date of commencement to one year. The proposed Second Amending Agreement, attached as Attachment C, would extend the date of commencement of the existing development agreement by one year, to November 1, 2021.

### **Discharge – Existing Development Agreement**

Should Community Council choose to advance the proposed Development Agreement, the existing Development Agreement applied to the site would need to be discharged prior to any approval of the proposed new agreement. The *Halifax Regional Municipality Charter* provides Council a mechanism to discharge development agreements. Part VIII, Clause 244 identifies that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The *Charter* does not require a public hearing for the discharge of an agreement or a portion thereof, and a Community Council may discharge a development agreement by resolution.

The developer has requested to discharge the existing DA, in accordance with the provisions of the *Charter*. However, they have indicated that they do not wish to discharge the existing DA if HEMDCC does not approve the new development agreement.

### 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, should Council decide to approve the proposed development agreement and discharging agreement, staff recommend 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 Policy IP-1(c)(2) of the Dartmouth Municipal Planning Strategy for reasons of scale, bulk, height and exterior design, and including off-site wind impacts.

The proposal is for an increase to gross floor area and living space, an increase in the permitted height, changes to the design and location of the building by bringing it closer to Prince Albert Road and removal of the required pedestrian connection between Prince Albert Road and Alderney Elementary School. It represents an intensification over what was previously approved with the original development agreement. The negative staff recommendation for the original proposal resulted from the building's height and bulk, both are which are intensified with the current proposal. While it is acknowledged that the recently adopted Centre Plan policies will significantly change the character of this area, the older policies by which this application must be assessed under call for consistency and compatibility with the existing character. Therefore, staff recommend that the Harbour East Marine Drive Community Council refuse the proposed development agreement and the proposed discharging 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 and discharging agreement as contained in Attachments A and B, respectively. 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 and discharging agreement, which shall be substantially of the form as set out in Attachments A and B of this report; and
  - c. Require the agreements 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 and discharging 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 and discharging agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
3. Harbour East Marine Drive Community Council may choose to refuse to approve the Second Amending Agreement as found in Attachment C to allow an extension to the required Date of Commencement of the existing Development Agreement on the property. A decision of Council to refuse to approve the proposed amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.



## **ATTACHMENTS**

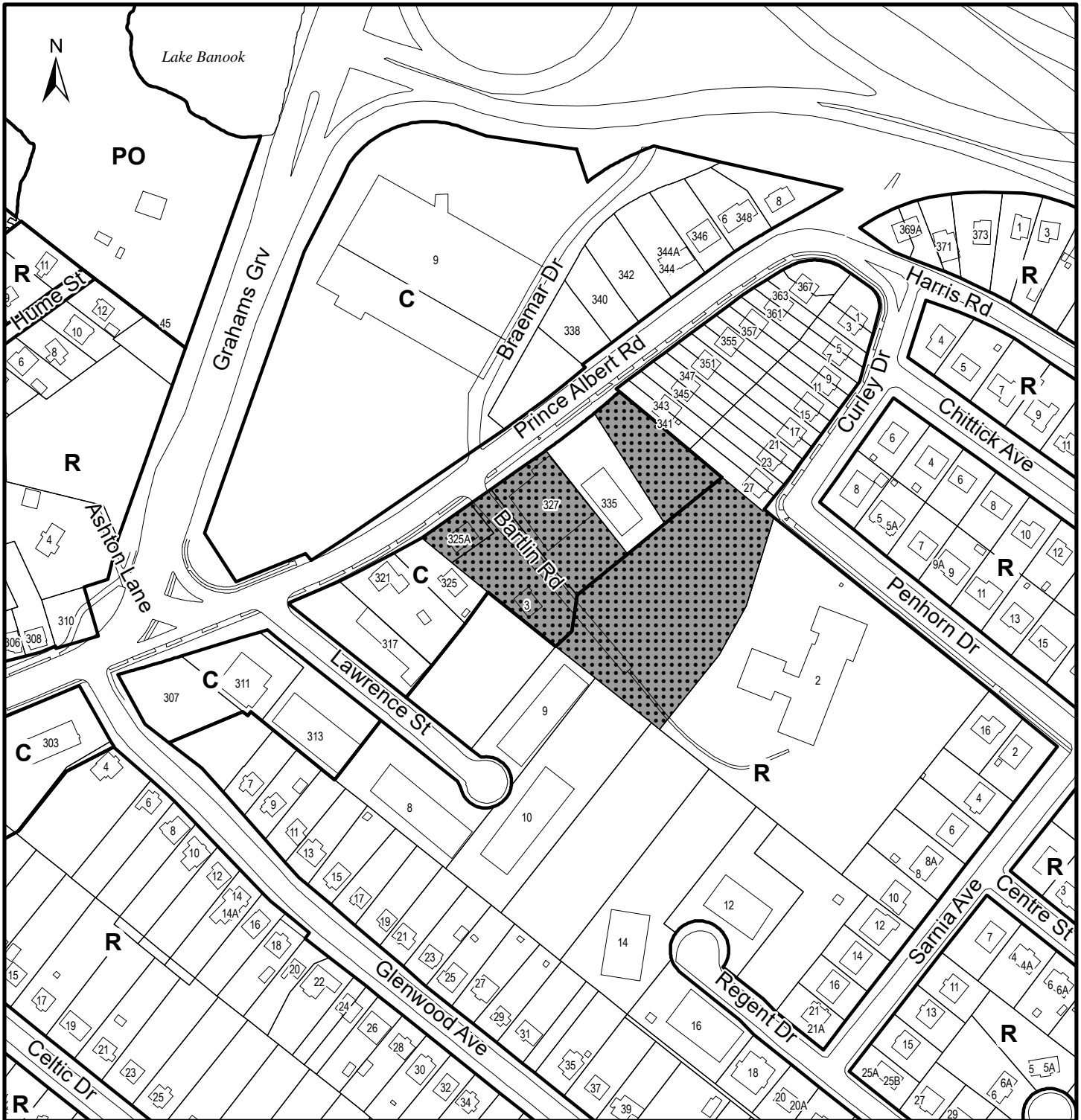
Map 1:	Generalized Future Land Use (Dartmouth Municipal Planning Strategy)
Map 2:	Zoning and Notification (Dartmouth Land Use By-law)
Map 3:	Generalized Future Land Use (Regional Centre Municipal Planning Strategy)
Map 4:	Zoning and Notification (Regional Centre Land Use By-law)
Attachment A:	Proposed Development Agreement
Attachment B:	Proposed Discharging Agreement
Attachment C:	Proposed Second Amending Agreement (Time Extension)
Attachment D:	Summary of Comments from the Public Information Meeting
Attachment E:	Review of Relevant MPS Policies
Attachment F:	Photographic Detail of Surrounding Area
Attachment G:	Wind Impact Study

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

Report Prepared by: Jamy-Ellen Klenavic, Planner II, 902.476.8361


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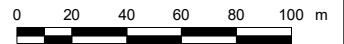


**Map 1 - Generalized Future Land Use - Prior to November, 2019**

3 Bartlin Rd. & 325A & 327 Prince Albert Rd.  
Dartmouth

**HALIFAX**

 Subject Property



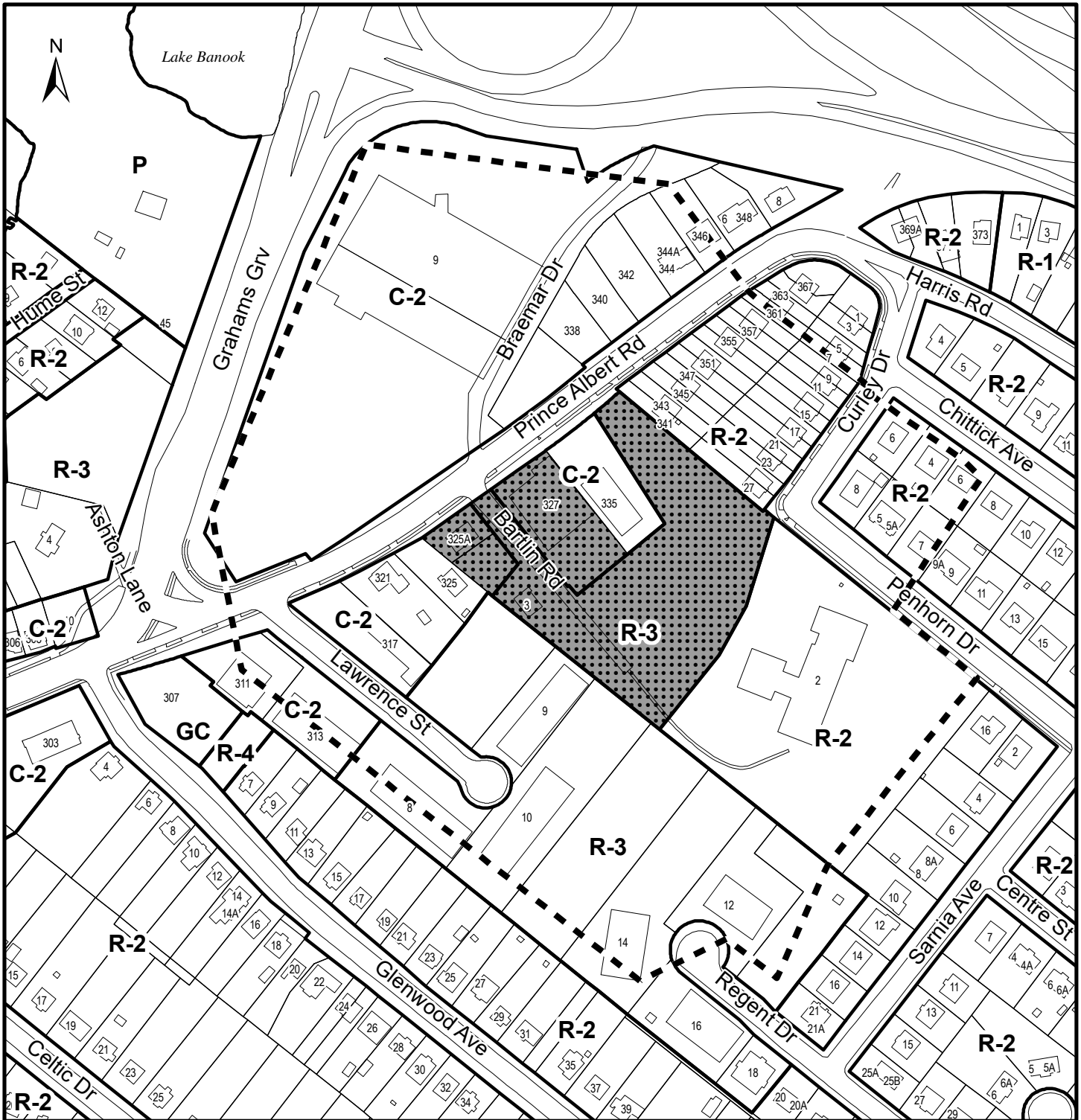
**Designation**

- R Residential
- C Commercial
- PO Park & Open Space

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

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

Dartmouth  
Plan Area



**Map 2 - Zoning and Notification - Prior to November, 2019**

3 Bartlin Rd. & 325A & 327 Prince Albert Rd.  
Dartmouth

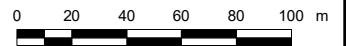
**HALIFAX**

Subject Property

Area of Notification

**Zone**

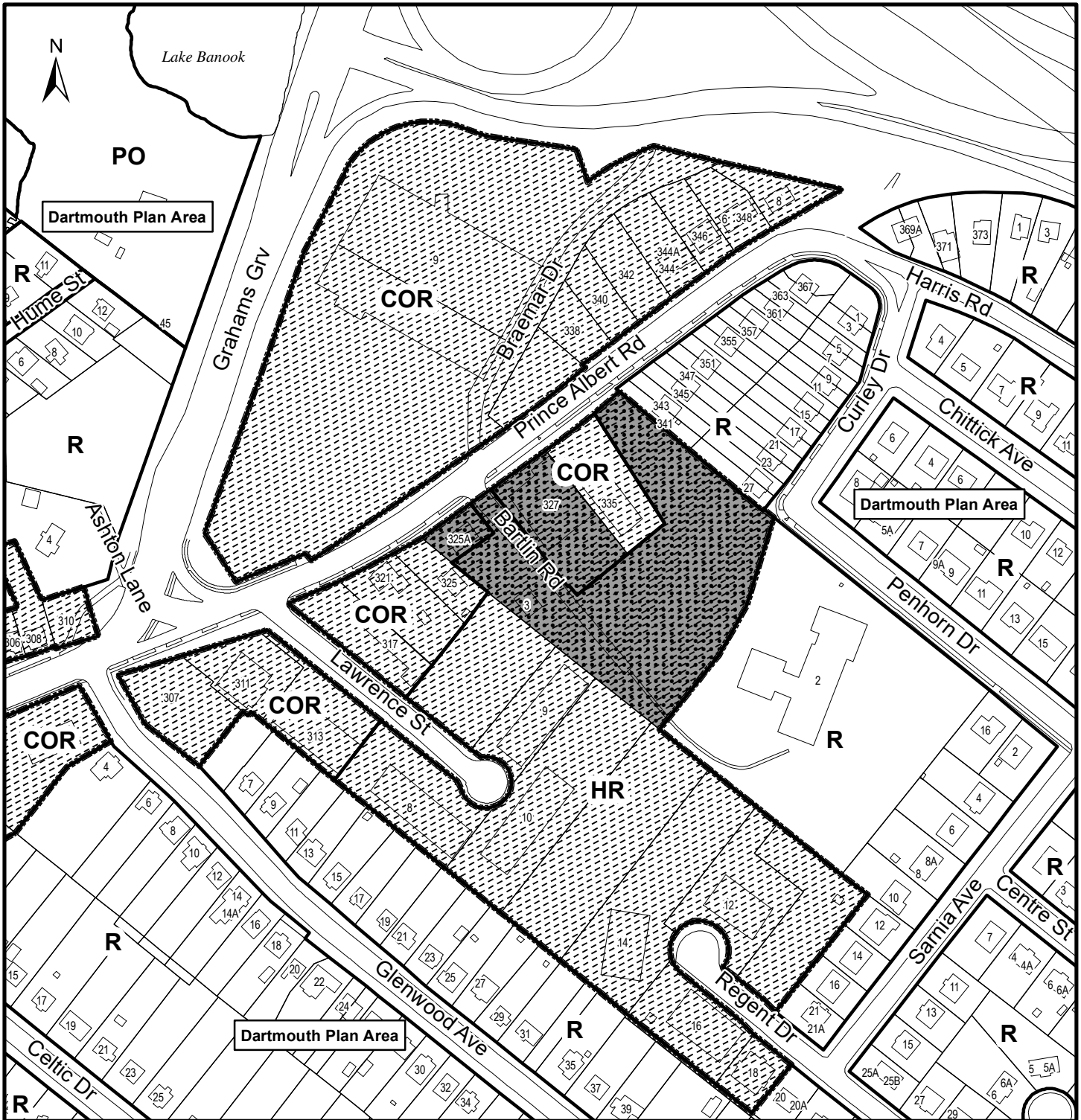
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 Multiple Family Residential (Medium Density)
- R-4 Multiple Family Residential (High Density)
- C-2 General Business
- GC General Commercial
- P Park



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

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

Dartmouth  
Land Use By-Law Area



### Map 3 - Generalized Future Land Use

3 Bartlin Rd. & 325A & 327 Prince Albert Rd.  
Dartmouth

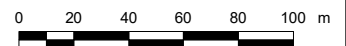
**HALIFAX**


 Subject Property

Dartmouth Plan

#### Designation

R Residential  
PO Park & Open Space



 Regional Centre Package A

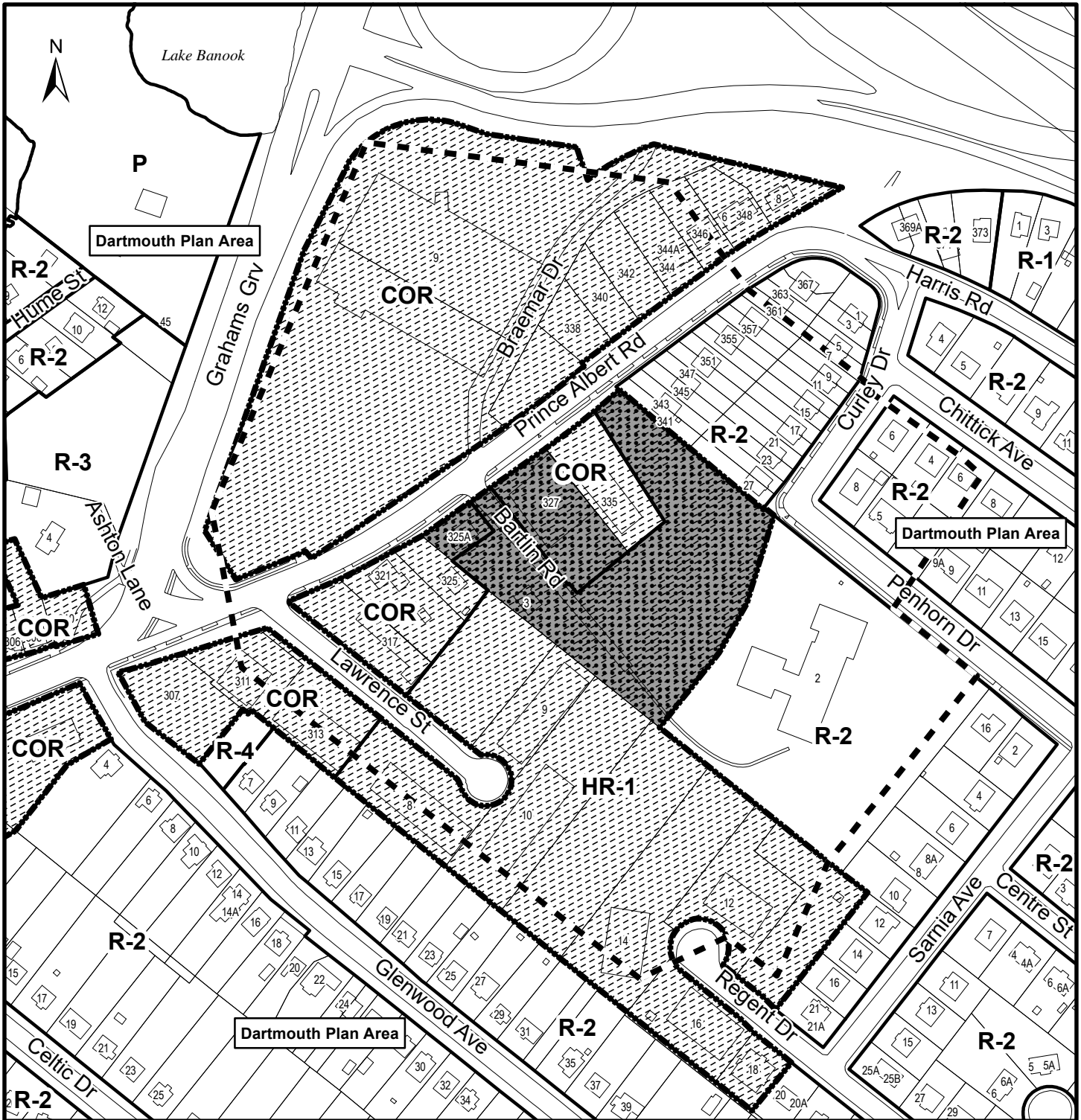
Regional Centre  
Package A

COR Corridor  
HR High-Order Residential

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




Dartmouth Plan Area  
Regional Centre Package A Plan Area

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



### Map 4 - Zoning and Notification

3 Bartlin Rd. & 325A & 327 Prince Albert Rd.  
Dartmouth

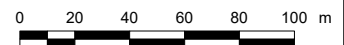
-  Subject Property
-  Regional Centre Package A
-  Area of Notification

Dartmouth Plan Area  
Regional Centre Package A Plan Area

### Zone

- |                           |      |  |
|---------------------------|------|--|
| Dartmouth Plan            | R-1  | Single Family Residential                    |
|                           | R-2  | Two Family Residential                       |
|                           | R-3  | Multiple Family Residential (Medium Density) |
|                           | R-4  | Multiple Family Residential (High Density)   |
|                           | GC   | General Commercial                           |
|                           | P    | Park   |
| Regional Centre Package A | COR  | Corridor                                     |
|                           | HR-1 | High-Order Residential 1                     |

**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

**Development Agreement**

THIS AGREEMENT made this      day of                      , 2020,

BETWEEN:

**TWIN LAKES DEVELOPMENT LIMITED**, a body corporate, in the  
Province of Nova Scotia

OF THE FIRST PART

-and-

**ASSOCIATION OF NOVA SCOTIA LAND SURVEYORS**, a body  
corporate, in the Province of Nova Scotia

OF THE SECOND PART

-and-

**ROBERT YUILLE**, carrying on business as R&R Real Estate,  
of Dartmouth, Nova Scotia  
(hereinafter collectively called the "Developers")

OF THE THIRD PART

-and-

**HALIFAX REGIONAL MUNICIPALITY**, a municipal body corporate, in the  
Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE FOURTH PART

**WHEREAS** Twin Lakes Development Limited is the registered owner of certain lands located at 3 Bartlin Road, Dartmouth, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Original Lands");

**AND WHEREAS** the Harbour East Community Council approved an application on July 6, 2006 referenced as case number 00784 to enter into a Development Agreement to allow for a multiple unit residential building on the Original Lands, which said development agreement was registered at the Land Registration Office in Halifax on April 23, 2013 as Document Number 102868529 (hereinafter called the "Original Agreement");

**AND WHEREAS** the Harbour East - Marine Drive Community Council approved an application on July 5, 2018, referenced as case number 21546 to enter into the First Amending Development Agreement for a two (2) year time extension to the date of commencement of construction, which said First Amending Development Agreement was registered at the Land Registration Office in Halifax on November 1, 2018 as Document Number 113512868 (herein called the "First Amending Agreement");

**AND WHEREAS** the Original Agreement and the First Amending Agreement shall hereinafter collectively be called the Existing Development;

**AND WHEREAS** the Association of Nova Scotia Land Surveyors and Robert Yuille, carrying on business as R&R Real Estate, are the registered owners of certain lands located at 325A Prince Albert Road, and 327 Prince Albert Road, Dartmouth, and which said lands are more particularly described in Schedule B attached hereto (hereinafter called the "Expanded Lands");

**AND WHEREAS** the Original Lands and Expanded Lands shall hereinafter collectively be called the Lands;

**AND WHEREAS** Twin Lakes Development Limited, the Association of Nova Scotia Land Surveyors, and Robert Yuille, carrying on business as R&R Real Estate, shall hereinafter collectively be called the Developers;

**AND WHEREAS** Twin Lakes Development Limited has requested that the Original Agreement and the First Amending Agreement be discharged from the Original Lands;

**AND WHEREAS** the Developers have requested that the Municipality enter into a new Development Agreement to allow for a multi-unit dwelling use with ground floor commercial uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, Part VIII, SNS 2008, c. 39; Policy 10.25 of the Regional Center Secondary Municipal Planning Strategy; and pursuant to Policies IP-1(c) and IP-5 of the Dartmouth Municipal Planning Strategy; and Sections 39 and 34 of the Dartmouth Land Use By-law;

**AND WHEREAS** the Harbour East–Marine Drive Community Council approved this request at a meeting held on [Insert - Date], referenced as Case Number 22285;

**AND WHEREAS** the Harbour East – Marine Drive Community Council, at the same meeting, approved the discharge of the Existing Agreement as it applies to the Original Lands (PID 00136036) and filed in the Land Registration Office in Halifax as Document Number (XXXX);

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

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**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

**1.1 Applicability of Agreement**

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

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

1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.2.2 Variances to the requirements of the Land Use Bylaw shall not be permitted on that part of the Lands identified as Block A on Schedule L of this Agreement.

1.2.3 Variances to the requirements of the Land Use By-law shall be permitted on that part of the Lands identified as Block B on Schedule L of this Agreement, in accordance with the provisions of the *Halifax Regional Municipality Charter*, SNS 2008, c. 39, Part VIII, Planning & Development.

**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 Developers, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developers 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 Developers shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developers. 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 Developers shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

#### **1.6 Provisions Severable**

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

#### **1.7 Lands**

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

### **PART 2: DEFINITIONS**

#### **2.1 Words Not Defined under this Agreement**

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

#### **2.2 Definitions Specific to this Agreement**

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



- (a) **Amenity Space** means amenity space as defined in the Land Use By-law and shall include enhanced bicycle parking.
- (b) **Enhanced Bicycle Parking** means any of the following: bicycle parking in excess of the minimums required by the Land Use By-law in terms of quantity or class; the provision of showers at the rate of one for every six bicycle spaces; clothes lockers at the rate of one for every bicycle space; and the provision of bicycle parking that accommodates and secures bicycle trailers and cargo bikes.

### **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

#### **3.1 Schedules**

- 3.1.1 The Developers shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 22285:

Schedule A	Legal Description of the Original Lands
Schedule B	Legal Description of the Expanded Lands
Schedule C	Site Plan
Schedule D	Prince Albert Road (North) Elevation
Schedule E	Rear (South) Elevation
Schedule F	West Elevation
Schedule G	East Elevation
Schedule H	Internal Elevation – North West
Schedule I	Internal Elevation – South East
Schedule J	Landscape Plan – Level 1
Schedule K	Landscape Plan – Levels 3 and 4
Schedule L	Conceptual Subdivision Plan

#### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to any site work or the issuance of any Grade Alteration or Lot Grading Permit, the Developers shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
  - (a) A detailed Erosion and Sedimentation Control Plan in accordance with Section 5.2 of this Agreement;
  - (b) A detailed Site Grading and Stormwater Management Plan in accordance with Section 5.2 of this Agreement; and
  - (c) A detailed Site Disturbance Plan in accordance with Section 5.2 of this Agreement.
- 3.2.2 Prior to the issuance of a Development Permit, the Developers shall provide the following to the Development Officer:
  - (a) A detailed Landscape Plan in accordance with Section 3.9 and Schedule J and Schedule K of this Agreement;
  - (b) The structure shall be designed to carry all loads imposed by landscaping and vegetation shown on the Landscape Plan. Confirmation shall be provided by the structural engineer by request of the Development Officer.
  - (c) A detailed Lighting Plan in accordance with Section 3.7 of this Agreement.
- 3.2.3 Prior to the issuance of the first Municipal Occupancy Permit, the Developers shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional that the Development Officer may accept as sufficient record of compliance with the detailed Landscape Plan required pursuant to Section 3.9 of this Agreement, or the posting of Security in accordance with Section 3.9.6 of this Agreement; and
- (b) Written confirmation from the HRM Development Engineer indicating compliance with Section 4.2 of this Agreement.

3.2.4 Notwithstanding any other provision of this Agreement, the Developers 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 applicable Land Use By-law (except to the extent that the provisions of the applicable 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 Developers pursuant to this Agreement.

### **3.3 General Description of Land Use**

3.3.1 The uses of the Lands permitted by this Agreement are the following:

- (a) On that part of the Lands identified as Block A on Schedule L:
  - (i) One twelve-storey mixed use building with ground floor commercial uses but excluding adult entertainment uses, adult cabarets, adult theatres, billboards, cannabis production facilities, and uses that would cause a nuisance or a hazard to the public; and
  - (ii) At least 30% of dwelling units shall contain two or more bedrooms.
- (b) On that part of the Lands identified as Block B on Schedule L:
  - (i) Any uses permitted within the zone applied to the lot subject to the provisions contained within the applicable Land Use By-law, as amended from time to time.

3.3.2 A publicly accessible recreation trail connecting Prince Albert Road and Alderney Elementary School shall be permitted on the Lands in accordance with a Grant of Right of Way registered with the Halifax County Land Registration Office on February 12, 2013 as Document Number 102469476. Any recreation trail on the Lands shall meet all requirements of the Halifax Regional Municipality Municipal Design Guidelines.

### **3.4 Building Siting, Massing and Scale**

3.4.1 The siting, height, exterior design, materials and massing of the building on Block A shall be in general conformance with Schedules C through K, subject to the provisions of this Agreement.

3.4.2 The building on Block A shall be setback a minimum of 2 metres from Prince Albert Road streetline.

3.4.3 Required yards for all portions of the building on Block A above grade shall be as follows:

- (a) Right Side Yard: 7 metres; and
- (b) Left Side Yard abutting 335 Prince Albert Road (PID 00136010): 1.8 metres.

3.4.4 No building shall exceed 12 storeys in height, excluding a mechanical penthouse.

3.4.5 No streetwall of any building on Block A shall exceed 8 metres in height for a minimum of 75% of its width.

3.4.6 No floorplate of any building on Block A shall exceed 1,394 square metres in area.

- 3.4.6 No above or below grade permanent structures shall be permitted within the Halifax Water Easement shown on Schedule C.
- 3.4.7 Any excavation, construction or landscaping shall 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 Any building in Block A shall meet the following architectural requirements:

- (a) The façades facing Prince Albert Road shall be designed and detailed as shown on Schedule D. Architectural treatment shall be continued around all sides of the building;
- (b) The commercial entrances to the building shall be distinguished from residential entrances by signage, detailing, changes in materials, and other architectural devices;
- (c) 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 facades to provide shelter and encourage pedestrian movement;
- (d) Commercial entrances shall face Prince Albert Road and are to be located as generally shown on the Schedules with a minimum of two commercial entrances on that part of the Lands identified as Block A on Schedule L;
- (e) Service entrances shall be integrated into the design of the building and shall not be a predominant feature;
- (f) Commercial entrances shall be located at grade. Where a changing grade results in exceedingly raised or sunken entries, the elevation of the main floor slab shall be stepped to meet the grade changes;
- (g) Blank or unadorned walls in excess of 18 square metres shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules;
- (h) Any exposed foundation in excess of 0.75 metres in height and 2 square metres in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer;
- (i) Exterior building materials shall not include plywood, unpainted or unstained wood, or vinyl siding;
- (j) 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;
- (k) No mechanical equipment or exhaust fans shall be located between any building and abutting properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems;
- (l) Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Prince Albert Road, and from adjacent residential uses. These facilities shall be secured in accordance with the requirements of the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping;
- (m) The first-floor front façade of buildings with ground floor commercial uses must be at least 50% windows, doors or other treatment sufficiently transparent to provide views to the interior of the building. Windows shall be vertically proportioned, where possible. Windows should be framed with painted or stained wood, prefinished metal or vinyl; and
- (n) Rooftop mechanical and telecommunications equipment will be integrated into the building design or appropriately screened.

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

- 3.6.1 A minimum of 88 vehicle parking spaces shall be provided within the underground parking levels on Block A.
- 3.6.2 Surface parking shall not be required but shall be permitted on Block A in accordance with the following:
- (a) Surface parking lots shall be located a minimum of 2 metres from any residential or commercial doorway on the lot;
  - (b) Limits of surface parking lots shall be defined by fencing or landscaping or curb; and
  - (c) No surface parking lots shall be permitted within any front yard.
- 3.6.3 All driving lanes, walkways, and surface parking facilities on Block A shall have a hard-finished surface such as asphalt, concrete, or interlocking precast concrete paver stones. Permeable hard surfaces are acceptable and shall be adequately maintained.
- 3.6.4 Except as otherwise required by this Agreement, the design of surface parking lots shall meet the requirements of the applicable Land Use By-law.
- 3.6.5 Bicycle parking on Block A shall be required in accordance with the Land Use By-law.

### **3.7 Outdoor Lighting**

- 3.7.1 A Lighting Plan for Block A shall be prepared by a qualified professional and provided to the Development Officer demonstrating compliance with this section of this Agreement.
- 3.7.2 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways sufficient to promote safety and security and shall be arranged so as to divert light away from streets, adjacent lots and buildings.
- 3.7.3 Buildings may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings, and does not flash, move or vary in intensity such that it creates a nuisance or hazard to public safety.
- 3.7.4 All pedestrian pathways on the Lands shall be uniformly lighted along the entire length of the pathway.

### **3.8 Amenity Space**

- 3.8.1 Amenity space shall be provided on Block A at a rate of 5.0 square metres per dwelling unit.
- 3.8.2 Except for amenity space associated with an individual dwelling unit, all amenity space required by Subsection 3.8.1 of this Agreement shall be:
- (a) Provided in increments of at least 30 contiguous square metres; and
  - (b) Barrier-free and accessible to all building residents.

### **3.9 Landscaping**

- 3.9.1 Prior to the issuance of a Development Permit, the Developers shall provide the Development Officer with a detailed Landscape Plan that complies with the provisions of this Section and generally conforms with the Preliminary Landscape Plan attached as Schedule J and Schedule K.

The Landscape Plan shall be prepared by a full member, in good standing, of the Canadian Society of Landscape Architects.

- 3.9.2 Planting details for at-grade and on-slab planting situations for each type of plant proposed shall be provided in the detailed Landscape Plan, including a species list with quantities, sizes, and common and botanical names (species and variety).
- 3.9.3 The minimum acceptable sizes for plant material shall be as follows:
- (a) Deciduous trees at grade – 60 mm caliper;
  - (b) Deciduous trees on slab – 45 mm caliper;
  - (c) Coniferous trees – 1.5 m in height; and
  - (d) Shrubs – 0.6 m in height or spread.
- 3.9.4 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard, and all landscape construction on the site shall conform to the Canadian Landscape Standard.
- 3.9.5 Prior to issuance of the first Occupancy Permit the Developers 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.
- 3.9.6 Notwithstanding Section 3.9.5, 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 Developers 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 Developers only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developers 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 Developers 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 Developers upon completion of the work and its certification.
- 3.9.7 Planting materials on rooftops above structures shall be selected for their ability to survive in rooftop environments. Rooftop trees shall be located in planting beds or containers. It is the responsibility of the Developers to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping, as well as the anticipated mature weight of the plant material on any rooftop or podium.

### **3.10 Maintenance**

- 3.10.1 The Developers shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better, in the opinion of the Development Officer.

### **3.11 Signs**

3.11.1 Sign requirements shall be in accordance with the Land Use By-law and HRM By-law S-801, A *By-law Respecting Licensing Temporary Signs* except as otherwise provided herein.

3.11.2 The following signs shall not be permitted on the Lands:

- (a) Signs which incorporate in any manner any flashing or moving illumination which varies in intensity or colour;
- (b) Changeable copy signs;
- (c) Window signs covering more than 40% of the window in which they are placed; and
- (d) Signs depicting the name or corporate logo of the Developers unless a sales office is located on the Lands.

### **3.12 Temporary Construction Building**

3.12.1 A building shall be permitted on the Lands for the purpose of providing security, housing equipment and materials, and for other 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 Hours of Operation**

3.13.1 Restaurant uses and Drinking Establishment uses on Block A shall only be permitted to operate between the hours of 5:00 am and midnight.

3.13.2 The hours specified under this section shall apply seven (7) days a week.

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

### **3.14 Screening**

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

## **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 Developers, and shall be reinstated, removed, replaced or relocated by the Developers 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 on the Lands shall be underground installation.

#### **4.4 Site Preparation**

4.4.1 The Developers shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services prior to receiving final approval of the site design, unless otherwise permitted by the Development Officer.

#### **4.5 Solid Waste Facilities**

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

4.5.2 Refuse containers, recycling materials and waste compactors shall be located within underground parking levels of the building on Block A.

### **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 and Erosion and Sedimentation Control Plans**

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

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
- (a) Changes to hours of operations required by Section 3.13 of this Agreement;
  - (b) Changes to landscaping requirements in Section 3.9;
  - (c) The granting of an extension to the date of Commencement of Development as identified in Section 7.3.1 of this Agreement;
  - (d) The granting of an extension to the length of time for the Completion of the Development as identified in Section 7.4.2 of this Agreement;
  - (e) Changes to architectural requirements that do not impact the massing of the building; and
  - (f) Changes to sign requirements.

### **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 Registration Office at Halifax, Nova Scotia, and the Developers 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 Registration Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building



## **7.4 Completion of Development**

- 7.4.1 Upon the completion of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law as may be amended from time to time.
- 7.4.2 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 Developers fails to complete the development after six (6) years from the date of registration of this Agreement at the Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

- 8.1.1 The Developers agree 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 Developers. The Developers further agree that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developers agree 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 Developers fail to observe or perform any condition of this Agreement after the Municipality has given the Developers thirty (30) calendar 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 Developers from continuing such default and the Developers 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: \_\_\_\_\_

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
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.

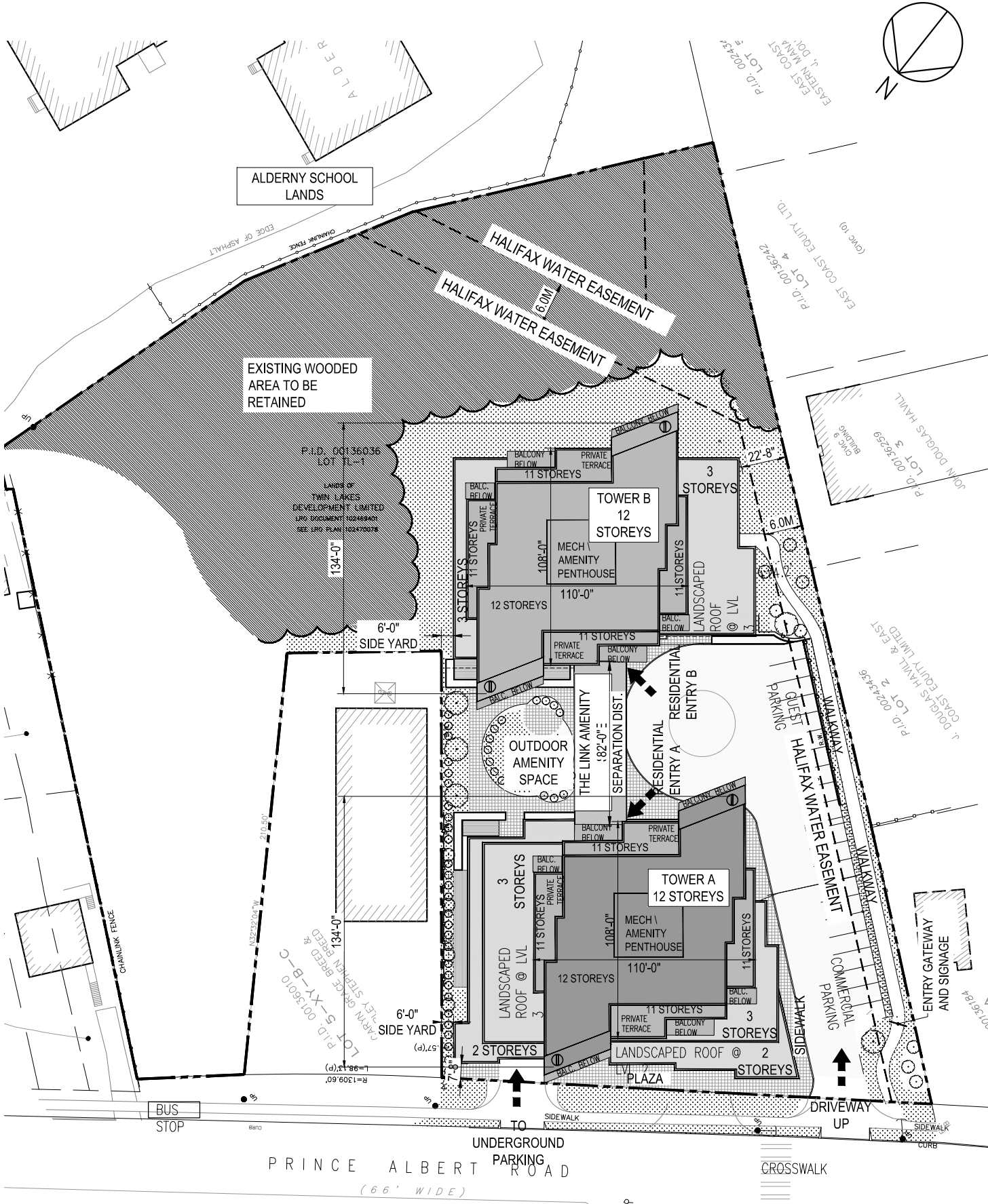
\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

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

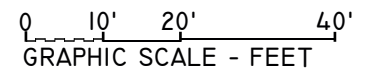
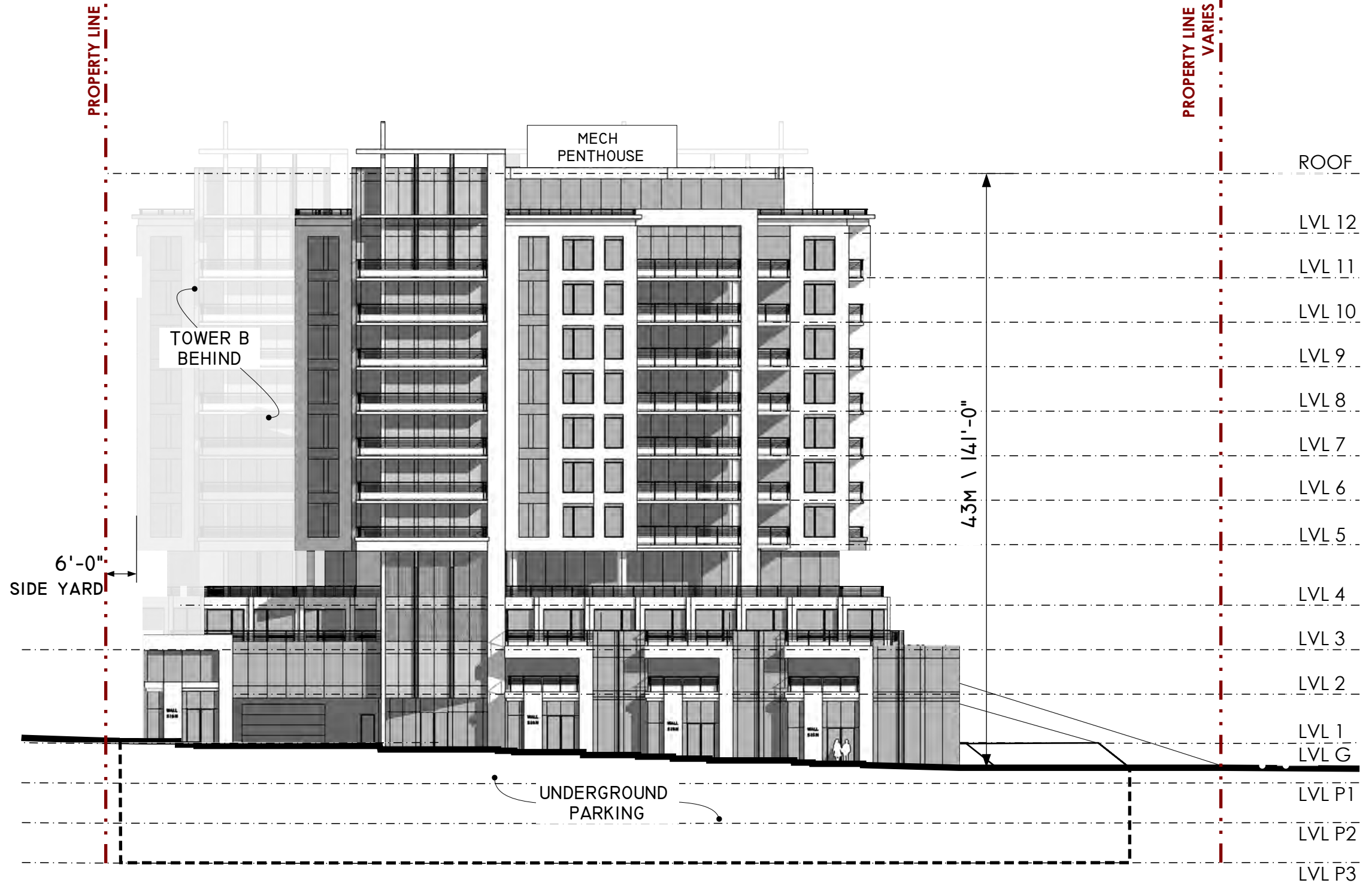
\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

# SCHEDULE C - SITE PLAN



**TWIN LAKES RE-DESIGN**  
**Two Residential Towers with Tower A ground floor commercial**  
 Prince Albert Rd, Dartmouth NS

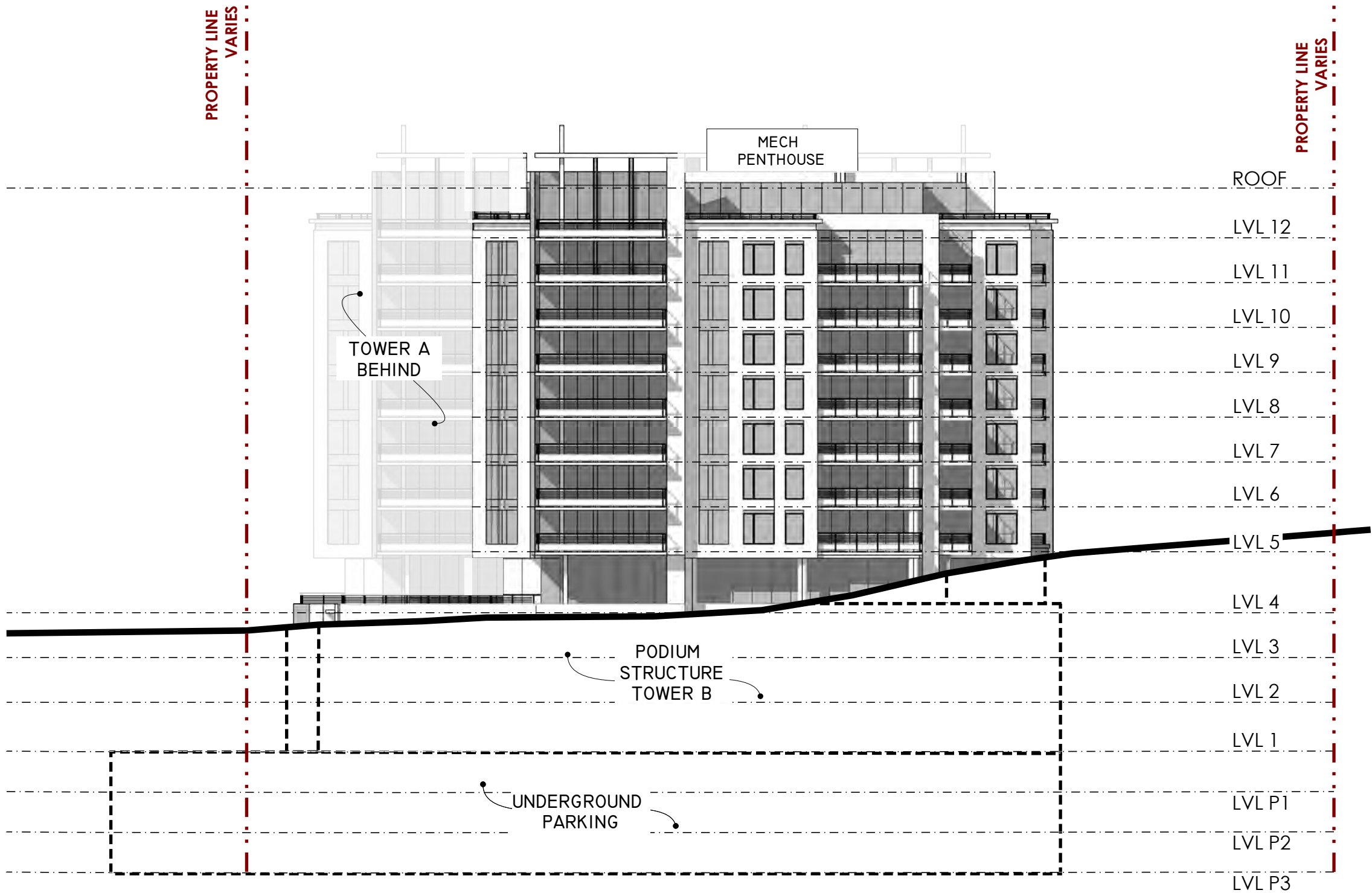
# SCHEDULE D - PRINCE ALBERT ROAD (NORTH) ELEVATION



NOTE: PARAPET EXTEND ABOVE THE ROOFLINE AS AN ARCHITECTURAL FEATURE.



# SCHEDULE E - REAR (SOUTH) ELEVATION

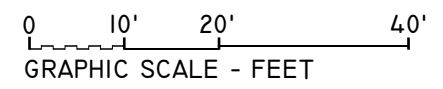
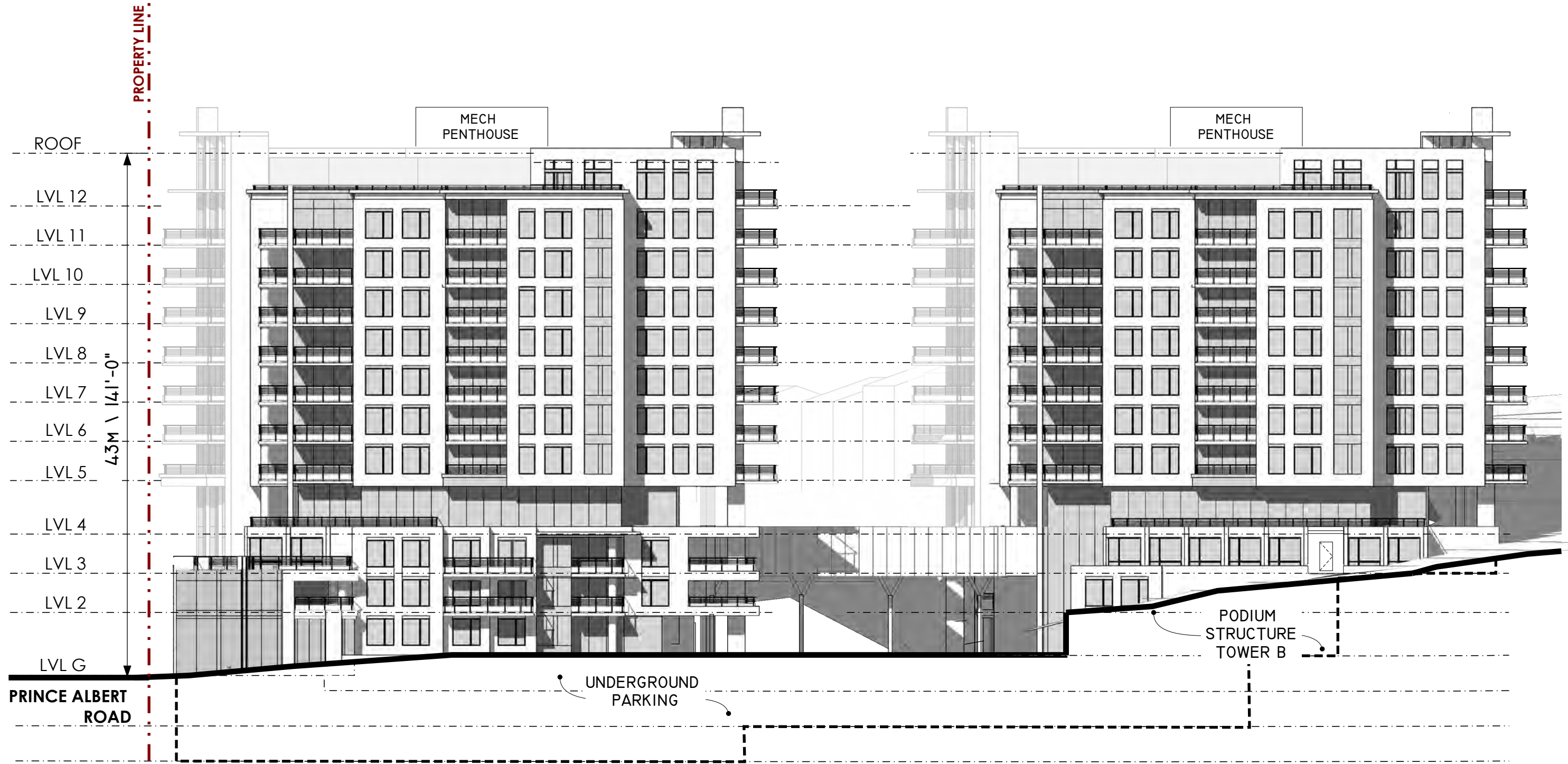


0 10' 20' 40'  
GRAPHIC SCALE - FEET

NOTE: PARAPET EXTEND ABOVE THE ROOFLINE AS AN ARCHITECTURAL FEATURE.



# SCHEDULE F - WEST ELEVATION



NOTE: PARAPET EXTEND ABOVE THE ROOFLINE AS AN ARCHITECTURAL FEATURE.

**Kassner  
Goodspeed  
Architects Ltd.**



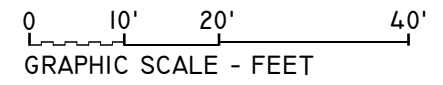
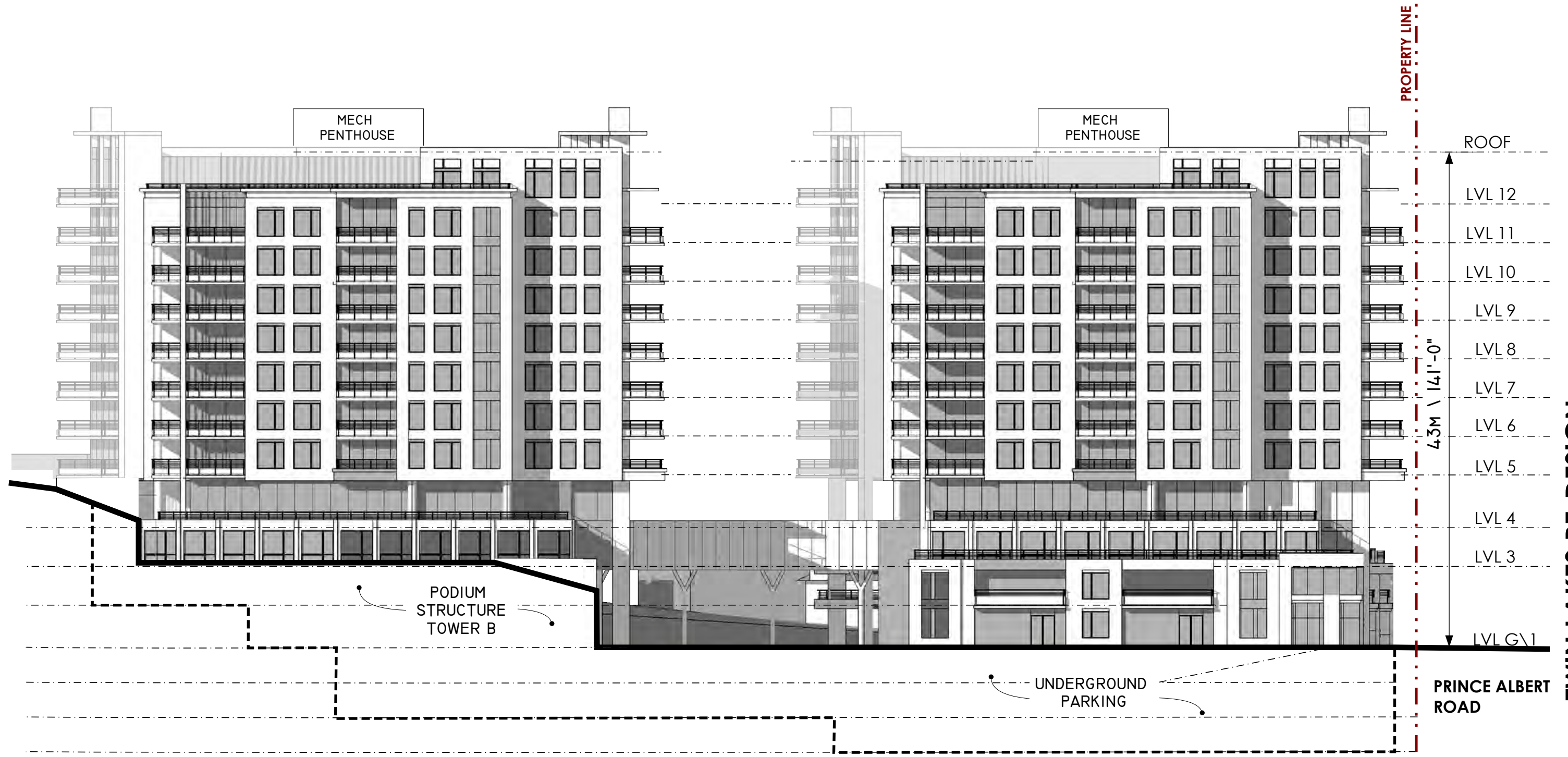
## TWIN LAKES RE-DESIGN

Two Residential Towers with Tower A ground floor commercial

Prince Albert Rd, Dartmouth NS



SCHEDULE G - EAST ELEVATION



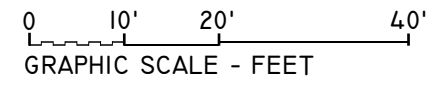
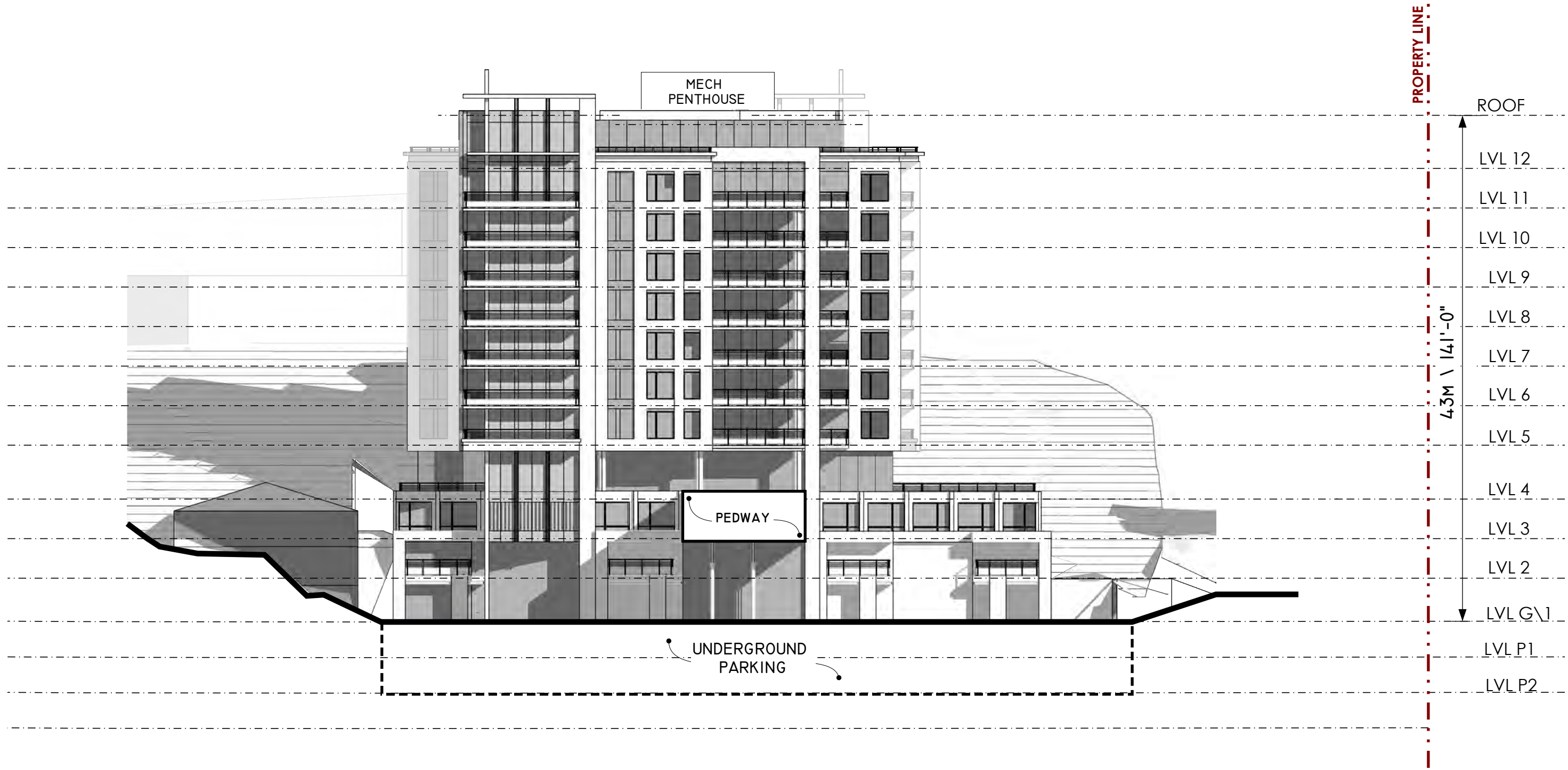
NOTE: PARAPET EXTEND ABOVE THE ROOFLINE AS AN ARCHITECTURAL FEATURE.

Kassner  
Goodspeed  
Architects Ltd.



TWIN LAKES RE-DESIGN  
Two Residential Towers with Tower A ground floor commercial  
Prince Albert Rd, Dartmouth NS

# SCHEDULE H - INTERNAL ELEVATION - NORTH WEST



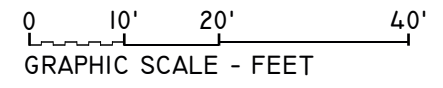
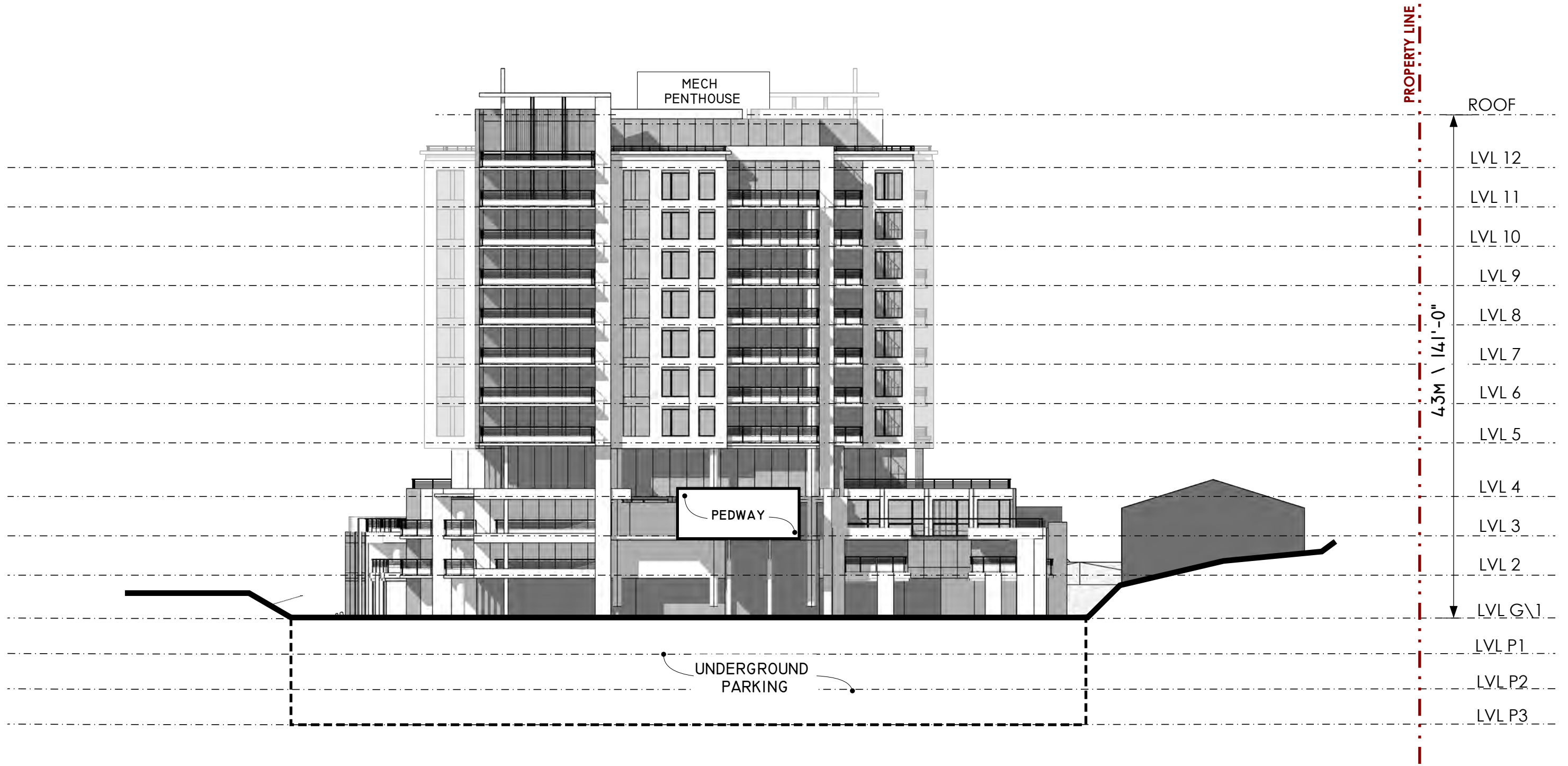
NOTE: PARAPET EXTEND ABOVE THE ROOFLINE AS AN ARCHITECTURAL FEATURE.

**Kassner  
Goodspeed  
Architects Ltd.**



**TWIN LAKES RE-DESIGN**  
**Two Residential Towers with Tower A ground floor commercial**  
Prince Albert Rd, Dartmouth NS

# SCHEDULE I - INTERNAL ELEVATION - SOUTH EAST



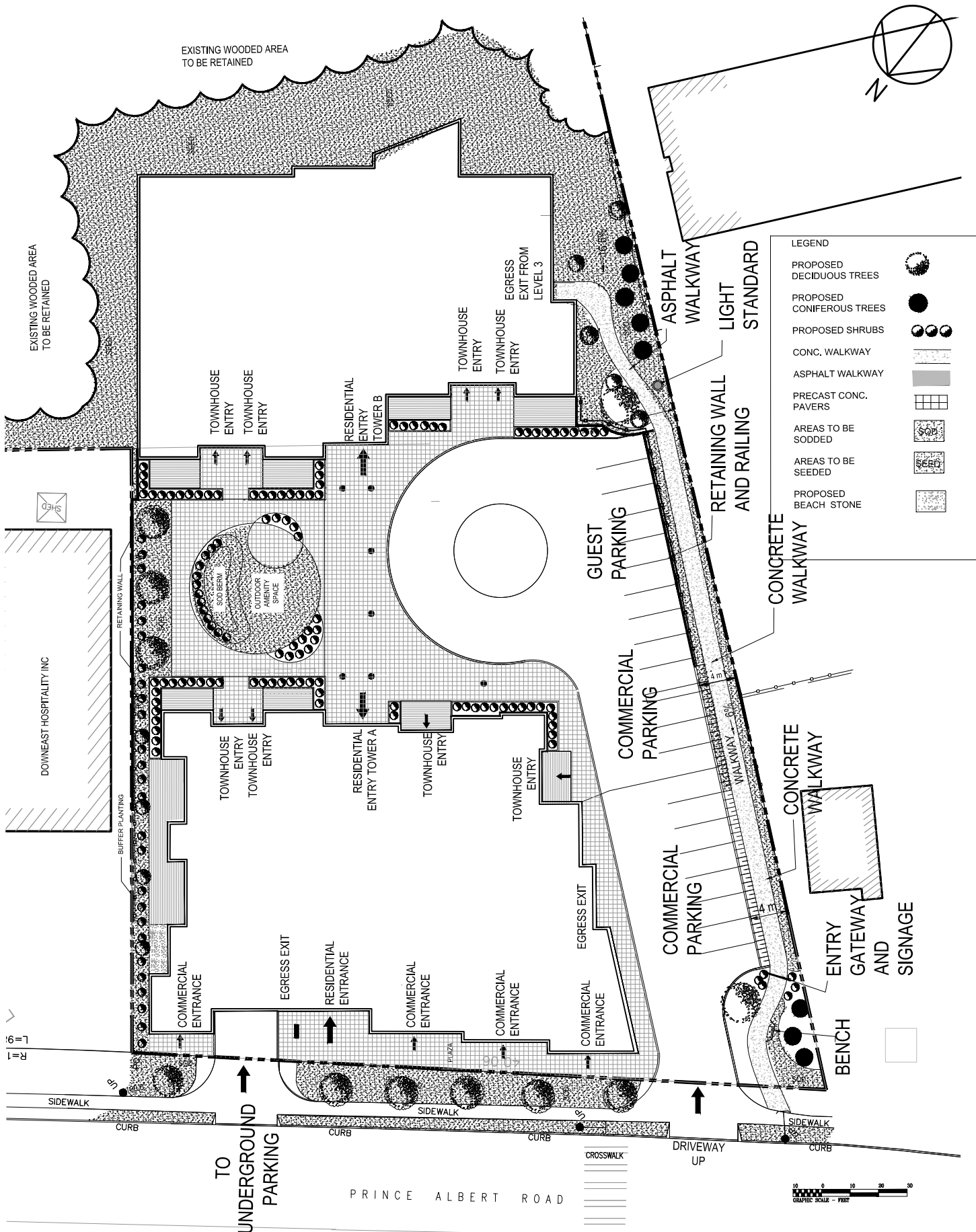
NOTE: PARAPET EXTEND ABOVE THE ROOFLINE AS AN ARCHITECTURAL FEATURE.

**Kassner  
Goodspeed  
Architects Ltd.**



**TWIN LAKES RE-DESIGN**  
Two Residential Towers with Tower A ground floor commercial  
Prince Albert Rd, Dartmouth NS

# SCHEDULE J - LANDSCAPE PLAN - LEVEL 1



Gordon Ratcliffe  
**LANDSCAPE ARCHITECTS**

2055 Route 329, RR #1  
HUBBARDS, NOVA SCOTIA  
CANADA, B0J 1T0

TEL: (902) 478 - 3683  
FAX: (902) 857 - 1108  
gria@eastlink.ca

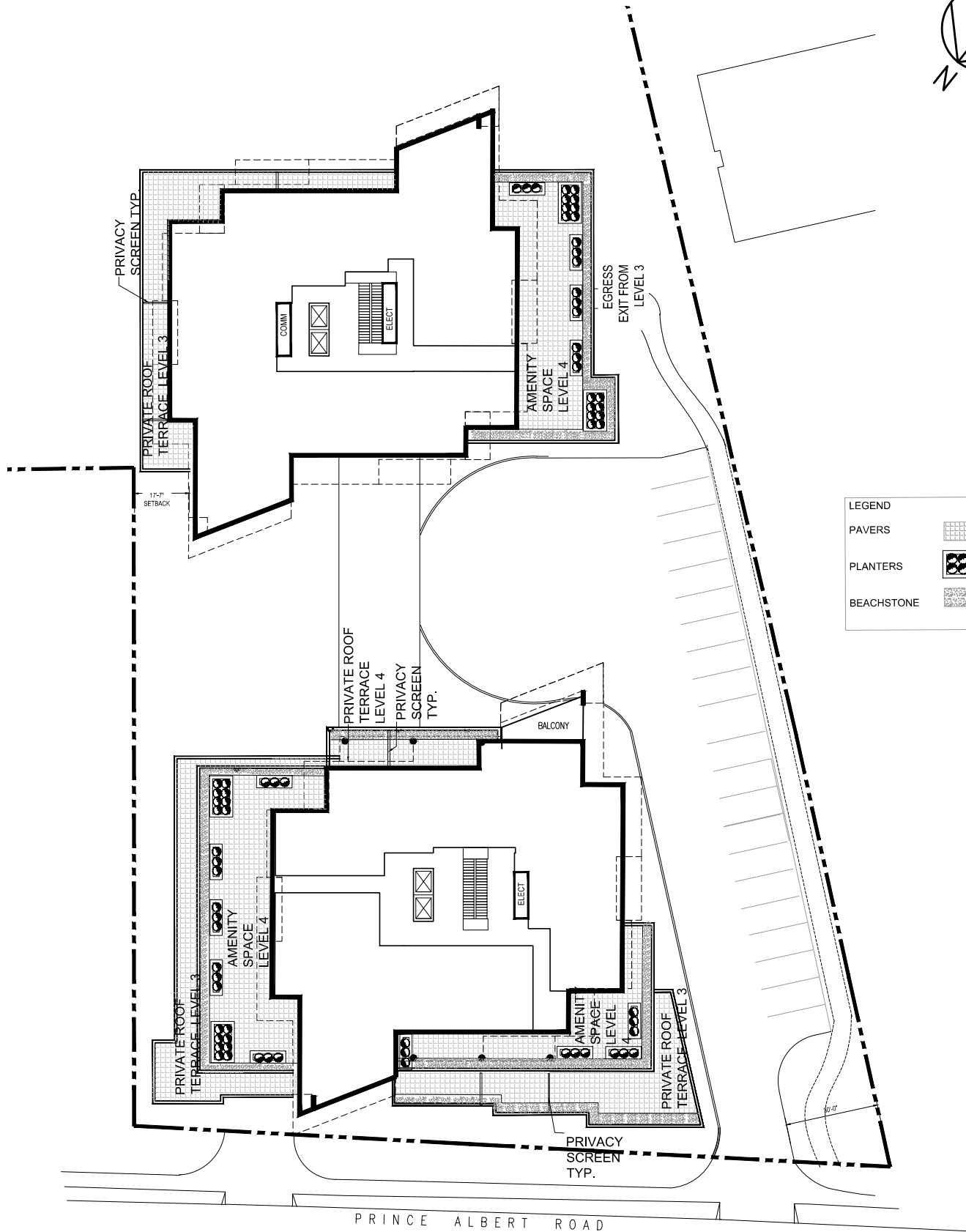
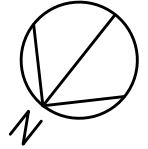
## TWIN LAKES RE-DESIGN

Two Residential Towers with Tower A ground floor commercial

Prince Albert Rd, Dartmouth NS

May 2020

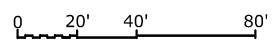
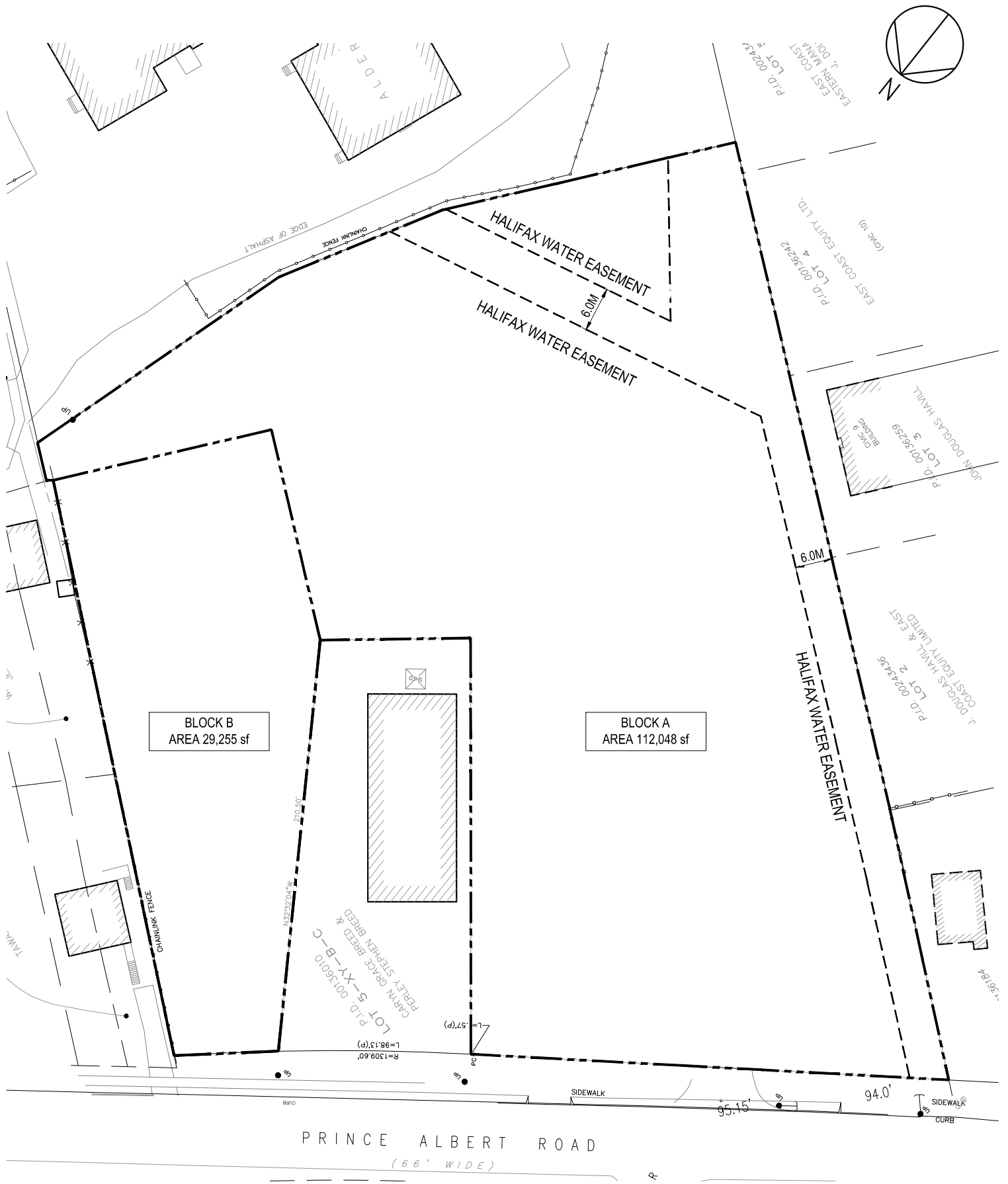
# SCHEDULE K - LANDSCAPE PLAN - LEVEL 3 AND 4



LEGEND	
PAVERS	
PLANTERS	
BEACHSTONE	



# SCHEDULE L - CONCEPTUAL SUBDIVISION PLAN



## Attachment B: Proposed Discharging Agreement

THIS DISCHARGING AGREEMENT made this      day of                      , 20\_\_.

BETWEEN:

**TWIN LAKES DEVELOPMENTS LIMITED**

a body corporate, in the County of  
Halifax, 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 3 Bartlin Road, Dartmouth, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Harbour East Community Council approved an application on July 6, 2006 referenced as case number 00784 to enter into a Development Agreement to allow for a multiple unit residential building on the Lands, which said development agreement was registered at the Land Registration Office in Halifax on April 23, 2013 as Document Number 102868529 (hereinafter called the "Original Agreement");

**AND WHEREAS** the Harbour East - Marine Drive Community Council approved an application on July 5, 2018, referenced as case number 21546 to enter into a First Amending Agreement for a two (2) year time extension to the date of commencement of construction, which said First Amending Agreement was registered at the Land Registration Office in Halifax on November 1, 2018 as Document Number 113512868 (hereinafter called the "First Amending Agreement");

**AND WHEREAS** the Developer has requested that the Original Agreement and the First Amending Agreement be discharged from the Lands;

**AND WHEREAS**, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Harbour East – Marine Drive Community Council approved this request by resolution at a meeting held on **[INSERT - date]**, referenced as Case Number 22285;

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

1. The Original Agreement and the First Amending Agreement are hereby discharged as it applies to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the applicable Land Use By-law, as amended from time to time.

**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:

\_\_\_\_\_  
Witness

**TWIN LAKES DEVELOPMENTS LIMITED**

Per: \_\_\_\_\_

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

\_\_\_\_\_  
Witness

**HALIFAX REGIONAL MUNICIPALITY**

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

Attachment C: Second Amending Agreement

THIS SECOND AMENDING DEVELOPMENT AGREEMENT made this      day of      , 2020,

BETWEEN:

**TWIN LAKES DEVELOPMENT LIMITED**, a body corporate, in the  
Province of Nova Scotia

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** Twin Lakes Development Limited (hereinafter called the "Developer") is the registered owner of certain lands located at 3 Bartlin Road, Dartmouth, and which said lands are more particularly described in Schedule A attached hereto (hereinafter called the "Original Lands");

**AND WHEREAS** the Harbour East Community Council approved an application on July 6, 2006 referenced as case number 00784 to enter into a Development Agreement to allow for a multiple unit residential building on the Original Lands, which said development agreement was registered at the Land Registration Office in Halifax on April 23, 2013 as Document Number 102868529 (hereinafter called the "Original Agreement");

**AND WHEREAS** the Harbour East - Marine Drive Community Council approved an application on July 5, 2018, referenced as case number 21546 to enter into the First Amending Development Agreement for a two (2) year time extension to the date of commencement of construction, which said First Amending Development Agreement was registered at the Land Registration Office in Halifax on November 1, 2018 as Document Number 113512868 (herein called the First Amending Agreement);

**AND WHEREAS** the Original Agreement and First Amending Agreement are hereby collectively referred to as the Existing Agreement;

**AND WHEREAS** the Developer has requested further amendments to the Existing Agreement to allow for a one (1) year time extension to the date of commencement of construction pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Part 5 of the Original Agreement as amended by Section 3 of the First Amending Agreement;

**AND WHEREAS** the Harbour East Marine Drive Community Council approved this request at a meeting held on [Insert - Date], referenced as Case Number 22285;

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

-----

1. Except where specifically varied by this Second Amending Agreement, all other conditions and provisions of the Original Agreement as amended by the First Amending Agreement shall remain in effect.
2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Second Amending Development Agreement, the First Amending Development Agreement, and the Original Development Agreement.
3. Subsection 5.6 of the Existing Agreement shall be further amended by deleting text shown in ~~strikeout~~ and inserting the text in bold as shown as follows:

5.6 In the event that construction on the Lands has not commenced within ~~two (2)~~ **three (3)** years from the date of registration of the First Amending Agreement at the ~~Registry of Deeds Land Registration Office~~, as indicated herein, the Municipality may, by resolution of Council, ~~either~~ discharge this Agreement, whereupon this Agreement shall have no further force or effect, ~~or upon the written request of the Developer, grant an extension to the date of commencement of construction.~~

**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: \_\_\_\_\_

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
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

## Attachment D: Summary of Comments from the Public Information Meeting

### HALIFAX REGIONAL MUNICIPALITY Public Information Meeting Case 22285

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

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Monday, November 25, 2019

7:00 p.m.

Mic Mac A.A.C - Aquatic Room - 192 Prince Albert Rd., Dartmouth, NS

#### STAFF IN

**ATTENDANCE:** Jamy-Ellen Klenavic, Planner, Planner III, HRM Planning  
Jared Cavers, Planning Technician, HRM Planning  
Tara Couvrette, Planning Controller, HRM Planning

#### ALSO IN

**ATTENDANCE:** Councillor, Sam Austin, District 05  
David Zareski – Applicant, Twin Lakes Development Ltd.  
Mitch Dickey – Consultant  
Dave Goodspeed – Original Architect  
Bob Yuille – Land owner  
Natalia - Architect

#### PUBLIC IN

**ATTENDANCE:** Approximately: 51

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### 1. Call to order, purpose of meeting – Jamy-Ellen Klenavic

Ms. Klenavic introduced themselves as the Planner and Facilitator for the application. They also introduced; Councillor Sam Austin, Tara Couvrette – Planning Controller, Jared Cavers - Planning Technician, and David Zareski – Applicant.

Case 22285: Application by Twin Lakes Development requesting a substantive amendment to an existing development agreement for lands at 3 Bartlin Road to add 2 properties (325A and 327 Prince Albert Road) and enable two 12 storey residential towers on a common podium with commercial uses at grade.

Ms. Klenavic 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.

#### 1a) Presentation of Proposal – Jamy-Ellen Klenavic

Ms. Klenavic 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. Ms. Klenavic outlined the context of the subject lands and the relevant planning policies.

#### 1b) Presentation by Mitch Dickey – Consultant & Natalia – Architect

Mr. Dickey presented their proposal for the subject properties outlining the planning context/site plan, photos of the proposed building and the building elevations. Natalia went over the building design and materials to be used in construction.

### 2. Questions and Comments

**Kim Conrad, Dartmouth** – thinks this looks like a good project. It fits with density and what has been happening in planning over the last few years. This fits with everything – it is on a bus route, near a park, trails, close to a grocery store, you are a few minutes away from shopping. It looks very presentable too. It looks to be at a high enough level that it will not go derelict like other properties.

**Michael Craven, district 5 resident, Oakhill Lake** – was enthusiastic about the 2006 proposal and is more enthusiastic about this proposal. Feels it fills a significant number of their priorities for the future of district 5. Their only grip about this process is that the original proposal stated in 2006 and it is now 2019 and as they look around district 5 they see lots of vacant lots that are prime candidates to be filled with quality high density developments and they don't seem to be moving forward. Would like to know what could be done to expedite this process, to remove road blocks that face developers and to get this thing going.

**Martin Jones, Dartmouth** – Dartmouth is a beautiful residential based community, with a beautiful lake like Lake Banook. There are beautiful 5-6 storey buildings and suddenly we are putting these 12-18-19 storey buildings in a beautiful residential area which ruins our town. When every building lot has a 5-6 storey building on it then let's start looking upward. Until then let's keep them at 5-6 storey.

**Fred Myers, Dartmouth** – Halifax seems to get approval pretty quick for these types of developments. If anyone try's to development anything in this area of Dartmouth they seem to run into roadblocks. Believes the staff is there to accommodate developers, the people who are trying to develop our city, and if it is a good project you should be 100% behind it. There are 200 parking spaces, how many for commercial and how many for the apartment dwellers? **Mr. Dickey** – the 200 interior spaces would be for building residents and the 20 outdoor parking spots, half would be for visitors and the other half would be dedicated to the business use. **Mr. Myers** – it looks like a beautiful project and they have known these men for years and is glad they are willing to put their money on a project to make this a better city.

**Chuck Bridges, Dartmouth** - as this population gets older we want to be able to stay in the neighbourhood and what is nice about a building like this is that you are enabling folks to be able to stay in the neighbourhood. We want to be able to continue to enjoy the lakes and the walkways and bring our grandkids in for a little bit of playtime as well. It will allow the neighbourhood to continue to develop in a nice way and not a disastrous way.

**Frank Mason, Dartmouth** – Really likes the idea of this project. Had a difficult decision to make when they sold their home and looked to find somewhere to live. They would like to live in central Dartmouth and thinks a development like this would enhance the Central Dartmouth area. Really hopes that this project goes ahead.

**Gary MacNeil, Oakdale Cres.** – Their parents recently sold their house in this area and had a hard time finding something as nice as they wanted to live in but close to their granddaughters. This development would be great for somebody when they can no longer drive because of its proximity to a grocery store. It will be great for family to walk to as well. Thinks it is fantastic for the neighbourhood. It is only 12 storeys and there are buildings across the lake of equal height.

**Clyde Horner** – Supported this project back in 2006 and looked forward to its completion. Mr. Yuille has been an active developer in this area for many years and everything that they have been involved in has been a better property as a result of their work. Would like to urge him to get along with this property so they have a place to go when they sell their place. Thinks this development will go a long way to eliminating the traffic at the intersection because something will have to be done as a result of this project.

**Catherine Fitsimmons, Dartmouth** – their main concern is parking. There are 176 units all total and 20 above ground parking spaces and 200 interior spaces, are there any other parking spaces outside for visitors? This is being built to people at the salary level that most people will have a car maybe 2 and that will eliminate all the cars that would end up being parked on the road that we see happening now over by Mic Mac Mall. **Mr. Dickey** – There are 20 outdoor parking spots in the current design and ½ are dedicated to the businesses and ½ to guest parking. We are not sure at this stage of the project what the final count will be.

**Resident** – Is there any worry for us around wind or the building effecting the paddling course? **Mr. Dickey** – The short answer is no. **Resident** – what will the viewpoints be from this building? **Mr. Dickey** – stated on the upper floors, from the 4<sup>th</sup> floor up, will have great views. Very bright and sunny and the buildings would not be casting shadows on each other. The views from the lake, the buildings will appear 20 feet shorter because of where on the site they will be built.

**Bill Schipilow, Silvers Hill** – Would like to move into this development and would like to know what the size of the apartments would be and the cost. **David Goodspeed** – 2 bedrooms at 11-12 hundred square feet, a few 3 bedrooms that might get to 14-15 hundred square feet, and some 1 bedrooms that would be 7-8 hundred square feet. The units have not been planned in detail yet. Not sure what the cost per unit will be, it is too early in the process.

**Anne Rowe, Garden Court Terrace** – Looks like a wonderful development. Would like to know about the balconies, would they be looking at somebody else's balcony. What will they be heated with? Would like to have it available for December.

**Fred Hutchinson, Executive Director of the Association of Land Surveyors** - they own the building at 325 A Prince Albert Rd. Is in favor the project. Its nestled into the hill quick conveniently and is astatically pleasing. Has a problem with access at the intersection in front of Glenwood, Breamar, and Prince Albert Rd. It is not an issue that can be changed quickly, it is an HRM issue. It has been there for some time and is a difficult intersection to deal with. A set of lights should be put there and the ones at the Superstore need to be taken down. Many people go through the Superstore to make a left to go downtown to avoid that inspection.

**Bob Thompson** – Thinks the project is great. Wants to know what will happen if somebody had two cars at this project. **Mr. Dickey** – stated they wanted to clarify there are actually 216 parking spots internally. Typically, in these types of developments there are a combination of people, some with no car, some with 1 car and others with 2 cars. The last people in might not get the number of spots they want and may need to be put on a waiting list. They feel they do have a very good parking ratio which will be discussed with the planning staff. **Mr. Thompson** – Good luck to all involved and they hope these proceed quickly.

**Resident** – Stated they did some research and typically the number of cars to the number of apartments is only 65-70%. There are lots of people who live in places like tis that don't have cars. That allows for people that do have cars to have a space. The traffic issue will be resolved by these types of developments because the city will have to address them. If we can bring people downtown instead of them being in the outlining areas, then this would elevate some of the congestion. Even if we can't bring them in we can prevent people from moving out there by have quality accommodations in the district 5 area. Is there any chance the commercial development will have a medical facility in it? It would be welcomed in the neighbourhood.

**David Bruce, Tulloch Way** – Thinks if people in the area will be moving out of their homes into this development and young families move in that will revitalize the area. When they went to Alderney Elementary it was a well attended school but now it is not, and this would help that and be great for the community.

**Resident** – the people who have to pay for parking and don't want to end up parking on the streets and congesting the roadways and is concerned that might happen here.

**Mark Jollymore, Lakeside Terrace** – The original design looks fine until you see the new design and it looks spectacular. Likes that they took the time, care, and expense, to improve this design to the extent that they did. All in favor.

**Greg Baker, View St.** – Very much in favor of this project. If the development does proceed will the 2 buildings be phased or built at the same time. **Ms. Klenavic** – They will be built at the same time.

**Councillor Austin** thanked everyone for coming out and went over some concerns that were raised.

### 3. Closing Comments

**Ms. Klenavic** thanked everyone for coming and expressing their comments.

### 4. Adjournment

The meeting adjourned at approximately 8:05 p.m.



**Attachment E: Review of Relevant MPS Policies**

<b>DARTMOUTH MUNICIPAL PLANNING STRATEGY</b>	
<b>Implementation Policies</b>	
<b>Policy</b>	<b>Staff Comment</b>
<p><b>Policy IP-1 (c):</b> In considering zoning amendments and contract zoning, Council shall have regard to the following:</p>	
<p>(1) that the proposal is in conformance with the policies and intent of the Municipal Development Plan;</p>	<p>The proposal is not in conformance with the policies and intent of the Dartmouth Municipal Planning Strategy due to its bulk, scale, height and exterior design.</p>
<p>(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;</p>	<p>The proposal is for one building with two twelve-storey residential towers with commercial uses at grade in the C-2 zone fronting Prince Albert Road in Dartmouth.</p> <p>Surrounding uses include:</p> <ul style="list-style-type: none"> <li>- Superstore with large parking lot across Prince Albert Road from the subject site;</li> <li>- Low density (one and two unit) residential uses to the north and south of the subject site along Prince Albert Road and to the south east along Penhorn Drive and Curley Drive;</li> <li>- Alderney Elementary School abuts the subject site to the southeast;</li> <li>- Low rise multi-unit dwellings on Lawrence Street and Regent Drive, and at 335 Prince Albert Road surrounded by the subject site;</li> <li>- Small scale commercial uses interspersed with residential uses along Prince Albert Road;</li> <li>- Commercial and residential uses transitioning to less intensity along Prince Albert Road, north of the subject site;</li> <li>- Four storey hotel, Hearthstone Inn, on Lawrence Street;</li> <li>- Lake Banook, including a paddling course, west of the subject site;</li> </ul>

- Low density residential uses at Graham's Corner and low-rise commercial uses at Paddlers' Cove, west of the subject site;

- Public park at Graham's Grove;

- 16 storey hotel under construction at the corner of Glenwood Avenue and Prince Albert Road;

Multi-unit dwellings can be compatible with low-density neighbourhoods when they are on the edges of low-density areas, and when they provide a transition from high-traffic commercial streets to residential areas. The subject site is not located on the edge of a low-density residential area. There are low density residential uses on both sides of the subject site, fronting Prince Albert Road, and along Curley Drive and Penhorn Drive to the east. The subject site surrounds a low-rise (2 storey) multi-unit dwelling at 335 Prince Albert Road. Prince Albert Road is not a high-traffic commercial street in this area.

The area adjacent to the subject site transitions away from higher-density residential and commercial uses on axes both perpendicular and parallel to Prince Albert Road toward lower-density residential uses (one and two-unit dwellings) and fewer, smaller scale commercial uses. The proposed development would not be consistent with these transitions.

The proposed buildings are substantially taller than existing structures in the adjacent area, and the potential for taller buildings to be added to the area in the future is strictly limited by both the existing 35 foot Lake Banook Height Limit Area and the limits proposed by the draft Centre Plan.

In addition to excessive height, the proposed residential density (67 units per acre) is significantly higher than the density of adjacent uses, and the size of the proposed floorplates (930 square metres) is comparatively large. These factors contribute to the proposal's incompatibility and inconsistency with the adjacent area.

The effect of the scale and bulk of the proposed development on the existing low-rise residential use at 335 Prince Albert Road would be aggravated by a short separation distance between the existing structure at 335 Prince Albert Road and the proposed development's podium.

	<p>Wind studies provided by the Applicant show post-development wind speeds in excess of 15 km/h on the ground of Alderney Elementary School, and 20 km/h at 10 Lawrence Street. These wind speeds are significant and will impact how people use these spaces if HEMDCC approves this development.</p>
<p>(3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries;</p>	<p>The site plan shows insufficient separation between the structure proposed for the subject site and the existing structure at 335 Prince Albert Road. The short separation distance is aggravated by the 10-storey difference in height between these two structures.</p> <p>The proposed structure would step back for this property line, but this design approach insufficiently addresses the difference in height and deficient</p>
<p>(4) that the proposal is not premature or inappropriate by reason of:</p>	
<p>(i) the financial capability of the City is to absorb any costs relating to the development;</p>	<p>Staff do not anticipate any financial implications from the application.</p>
<p>(ii) the adequacy of sewer and water services and public utilities;</p>	<p>Subject site is within the central water and sanitary service boundary.</p>
<p>(iii) the adequacy and proximity of schools, recreation and other public facilities</p>	<p>No concern - the subject site is within boundaries to existing schools.</p> <p>Schools in the area include:</p> <ul style="list-style-type: none"> <li>- Alderney Elementary School (English)</li> <li>- Shannon Park Elementary School (early French immersion)</li> <li>- Ellenvale Junior High (English and late French immersion)</li> <li>- Dartmouth South Academy (early French immersion)</li> <li>- Prince Andrew High School (English)</li> <li>- Dartmouth High School (early and late French Immersion)</li> </ul> <p>Cultural and recreational amenities close to the subject site include:</p> <ul style="list-style-type: none"> <li>- Zatzman Sportsplex;</li> <li>- Findlay Community Centre and Park;</li> </ul>

	<ul style="list-style-type: none"> <li>- Sullivans Pond;</li> <li>- Lake Banook;</li> <li>- Lake Banook Bikeway;</li> <li>- Alderney Library;</li> <li>- Woodlawn Library;</li> <li>- Birch Cove Park;</li> <li>- Kiwanis Graham's Grove Park;</li> <li>- Brookdale Crescent Park;</li> <li>- Oat Hill Lake Park;</li> <li>- Penhorn Lake Park;</li> </ul>
(iv) the adequacy of transportation networks in adjacent to or leading to the development;	<p>HRM Traffic Management have accepted the traffic impact statement provided by the Applicant which predicts only a small increase in traffic attributable to the proposed development.</p> <p>There is an existing sidewalk on the south side of Prince Albert only.</p> <p>The subject site is within the transit service boundary.</p>
(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas;	<p>No watercourses have been identified on the subject site.</p> <p>The subject site is approximately 200 metres (660 feet) from Lake Banook.</p>
(vii) the presence of natural, historical features, buildings or sites;	No concern - there are no known historic sites or features on the subject site.
(viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized;	No concern - the proposed development is infill and would make use of existing streets and central services.
(ix) the detrimental economic or social effect that it may have on other areas of the City.	No concern – proposed development would not be expected to have detrimental economic or social effects on other areas of the City.
(5) that the proposal is not an obnoxious use;	No concern – the proposed residential and commercial uses are not obnoxious.
(6) that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with	

approved plans and coordination between adjacent or nearby land uses and public facilities. Such controls may relate to, but are not limited to, the following:	
(i) type of use, density, and phasing;	The proposed development agreement addresses permitted uses, site plans, elevations, and density controls.  No phasing is proposed by the Applicant.
(ii) emissions including air, water, noise;	Proposed residential and commercial uses are not anticipated to produce contaminants to air or water or create significant noise.  Any blasting must conform to the HRM Blasting By-law.
(iii) traffic generation, access to and egress from the site, and parking;	Staff have no concerns with respect to the amount of parking proposed in the application. Proposal is for less parking than required by LUB, but the subject site is located on a transit route. Some residents will not own cars.
(iv) open storage and landscaping;	Detailed landscaping plans to be provided prior to permitting. Open storage not proposed.
(v) provisions for pedestrian movement and safety;	There is a sidewalk in front of subject site, along the east side of Prince Albert Road.
(vi) management of open space, parks, walkways;	Management and maintenance of walkways, open spaces and parks on the subject site will be the responsibility of the developer.
(vii) drainage both natural and sub-surface and soil-stability;	The proposal was reviewed by HRM Development Engineering. No concerns identified.
(viii) performance bonds.	Development agreement to require landscaping plan prior to permitting. Performance bonds may be required to ensure completion of landscaping plan if not complete prior to permitting.
(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.	No concerns. The location of the proposed development would be on a relatively flat part of the subject site. There are no known marshes, bogs or watercourses on the subject site.
<b>Policy IP-5:</b>  It shall be the intention of City Council to require Development Agreements for apartment building development in R-3, R-4, C-2, MF-1 and GC Zones. Council shall require a site plan, building elevations and perspective drawings for the	This is the enabling policy.

apartment development indicating such things as the size of the building(s), access & egress to the site, landscaping, amenity space, parking and location of site features such as refuse containers and fuel storage tanks for the building. In considering the approval of such Agreements, Council shall consider the following criteria:	
(a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;	See comments relating to Policy IP-1(c)(2), above.
(b) adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:	
(i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;	<p>The proposed development agreement controls height, building design and permitted lot coverage.</p> <p>The applicant has indicated their intention to subdivide that part of the subject property identified in the proposed Agreement as "Block B". This would create a separate building lot that could be developed by-right under the Regional Centre Land Use By-law.</p>
(ii) traffic generation, access to and egress from the site; and	HRM Traffic Management have not expressed any concerns regarding traffic generation, access to or egress from the subject site.
(iii) parking;	See discussion for DMPS Policy IP-1(c) (6)(iii), above.
(c) adequacy or proximity of schools, recreation areas and other community facilities;	See discussion for DMPS Policy IP-1(c) (4)(iii), above.
(d) adequacy of transportation networks in, adjacent to, and leading to the development;	HRM Traffic Management have reviewed the proposal and have not expressed any concerns.
(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;	The proposed development agreement would require 5 m <sup>2</sup> of amenity space per dwelling unit. This is a similar amount of amenity space as required in developments of similar scale in HRM. The proposed development agreement would require a detailed landscaping plan before permitting.
(f) that mature trees and other natural site features are preserved where possible;	The Schedules to the proposed Agreement require that the existing treed area on the subject site be retained.

(g) adequacy of buffering from abutting land uses;	Site plan shows insufficient buffering between subject site and 335 Prince Albert Road.  See additional comments under DMPS Policy IP-1(c)(3), above.
(h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and	No concerns – the application was reviewed by HRM Development Engineering.
(i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).	See above.

<b>Regional Centre Secondary Municipal Planning Strategy (Centre Plan – Package A)</b>	
<b>Transition Policies</b>	
<b>Policy</b>	<b>Staff Comment</b>
<p><b>Policy 10.25</b></p> <p>In addition to Policy 10.27, 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.</p>	<p>The subject site is located within the Regional Centre.</p> <p>Under Regional Centre (Centre Plan) Land Use By-law (Package A), 327 and 325 A Prince Albert Road are zoned COR (Corridor) with a maximum height of 20 metres. 3 Bartlin Road is zoned HR-1 (Higher-Order Residential 1) with a maximum height of 14 metres</p> <p>This application was deemed complete: <b><u>June, 2019</u></b></p> <p>Date of notice (Package A): <b><u>August 24, 2019</u></b></p>
<p><b>Policy 10.26</b></p> <p>Applications approved pursuant to Policy 10.25 shall include project commencement dates not exceeding three years, and project completion dates not exceeding:</p> <p>(a) for the 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</p> <p>(b) for all other areas of this Plan, six years from the date the agreement is filed at the Land Registry Office.</p>	<p>Section 7.3.1 of the proposed agreement sets the required date of commencement as within 3 years of the registration of the agreement.</p> <p>Section 7.4.2 of the proposed agreement sets the required date of completion as 6 years from the registration of the agreement.</p>
<p><b>Policy 10.27</b></p>	<p>Section 6.1.1 of the proposed agreement lists the following items as non-substantive:</p>

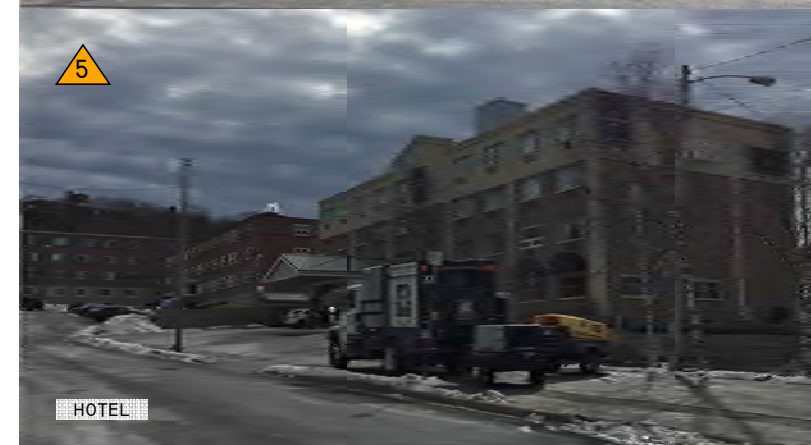
<p>Applications for non-substantive amendments to existing development agreements shall be considered under the policies in effect at the time the agreement was approved.</p> <p>In addition to those items listed as non-substantive in an existing development agreement, the following amendments to those existing development agreements may be considered under the policies in effect at the time the agreement was approved:</p> <p>(a) changes to architectural requirements that do not impact the massing of the building;</p> <p>(b) changes to landscaping requirements;</p> <p>(c) changes to sign requirements;</p> <p>(d) reduction in motor vehicle parking requirements; and</p> <p>(e) changes to building lighting and illumination.</p>	<ul style="list-style-type: none"> <li>• Changes to hours of operations;</li> <li>• Changes to landscaping requirements;</li> <li>• Granting an extension to the date of commencement;</li> <li>• Granting an extension to the length of time for completion of the development;</li> <li>• Changes to architectural requirements that do not impact the massing of the building; and</li> <li>• Changes to sign requirements.</li> </ul> <p>In addition to the items enumerated in the proposed agreement, it will be possible for the property owner to request amendments to the items listed in Policy 10.27.</p> <p>Requests for these amendments will be considered under the Policy in effect at the time the proposed agreement was approved.</p>
<p><b>Policy 10.28</b></p> <p>Applications for amendments to existing development agreements to extend the project commencement and completion dates shall only consider project commencement dates not exceeding one year and project completion dates not exceeding two years, and only one application per development agreement shall be considered.</p>	<p>Section 6.1.1 of the proposed agreement lists changes to the required dates of commencement and completion as non-substantive items. However, the dates of commencement and completion would be limited in accordance with Regional Centre Secondary Municipal Planning Strategy Transition Policy 10.28.</p>



# ATTACHMENT F: PHOTOGRAPHIC DETAIL OF SURROUNDING AREA



- PEDESTRIAN CONNECTIONS
- LAKE BANOOK TRAIL
- MAIN VEHICULAR CONNECTION
- COMMUNITY TRAIL
- SECONDARY VEHICULAR CONNECTION





SEMI-DETACHED HOUSE



BUS STOP

SITE

DOWN EAST HOSPITALITY INC

NAPA AUTO PARTS

SITE

EXISTING TRAIL

BARTLIN RD

CROSSWALK

THE ASSOCIATION OF NS LAND SURVEYORS



SINGLE FAMILIE HOME

MOTEL

RESIDENTIAL APPARTMENTS

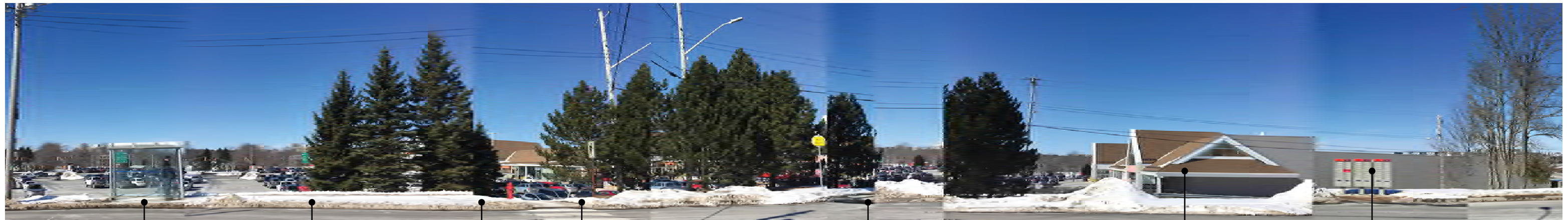
HEARTHSTONE INN HOTEL

YUILLE AUTO WORKS



TO HIGHWAY INTERCHANGE

ATLANTIC SUPERSTORE PARKING LOT



BUS STOP

ATLANTIC SUPERSTORE PARKING LOT

SIDEWALK ENDS

CROSSWALK

BRAEMAR DRIVE TO LOADING ZONE

ATLANTIC SUPERSTORE

COMMUNITY MAIL



HIGHWAY INTERCHANGE

MCNEIL & Co PUBLIC ACCOUNTANTS INC

SINGLE FAMILIE HOUSE

SIDEWALK ENDS

CROSSWALK

**Twin Lakes Prince Albert Road Development  
 Desktop Wind Study**

To Whom it May Concern

**Issued**

Jan 29 2020

**Project Number**

20-109

The proposed two tower 12 storey residential development project (P D 00136036) is located at the north end of Prince Albert Road in Dartmouth. The site is sharply sloping to the north east with a grade change of about 21m from the high point on the east (50m) to the low point on the west of the site (29m). The site is surrounded by a range of low and mid rise developments including a series of 4 storey apartments and hotel directly to the south a school to the east of the site and duplexes to the north of the site. The site is about 0.5km to the east of the Lake Banook race course and its spatial location to the east and distance means it will have little to no impact on the rowing course except when winds come from the east and south east (which is very infrequent as shown later).

There will be two towers of 12 floors each having a 2 to 3 storey podium base and a 9 to 10 storey more slender tower on top. One will be located along Prince Albert Road and the other located directly behind and up the hill slightly. An all season connection and amenity area will be provided between the towers at the 3rd floor. Existing mature trees within a 30m buffer will be retained between the rear tower and the adjoining school property. A portion of the site is being reserved for a future low rise high density development between the existing commercial building at 335 Prince Albert and an existing area of low density housing that starts at 341 Prince Albert Road.

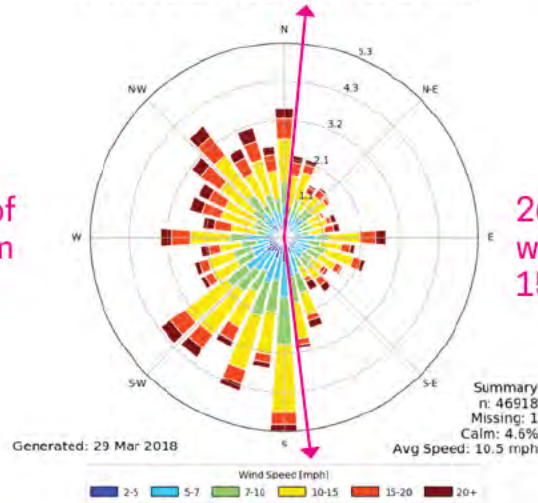
**Figure 1.** Proposed double 12-Storey Tower location



Figure 2. Shearwater Wind Conditions 2007-2018

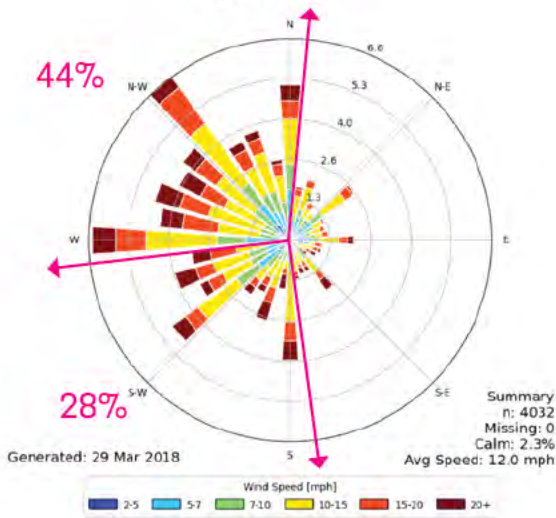
# Annual 2007-2018

74% of the time (14% of winds from this direction exceed 15 mph)

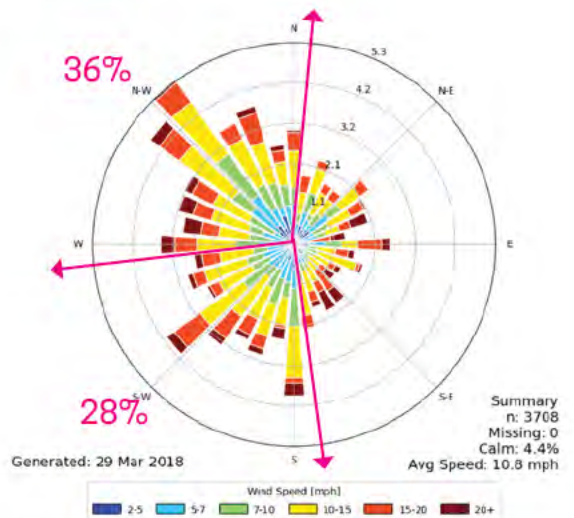
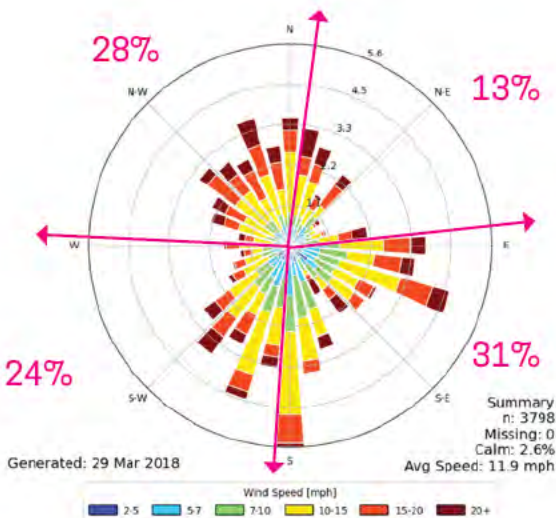
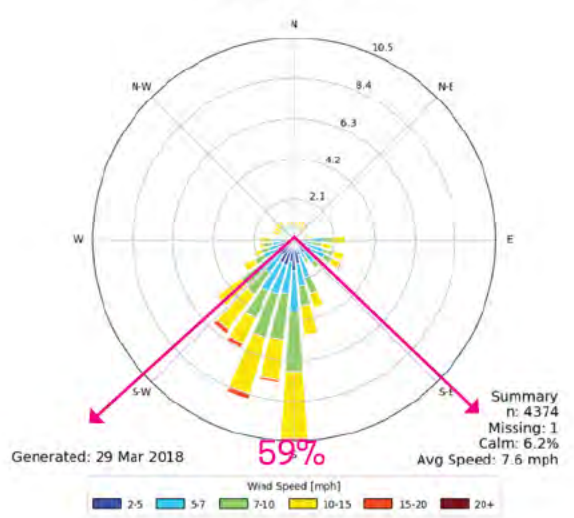


26% of the time (only 6% of winds from this direction exceed 15 mph)

## Winter



## Summer



## Spring

## Fall

This wind assessment analyzes the probable quantitative wind impacts on surrounding properties and public spaces as a result of the proposed development. Wind data was gathered from the local Shearwater Airport between 2007 and 2018 to understand the intensity, frequency, and direction of winds at the proposed site. The resulting diagrams (Fig. 1) shows that the highest and most frequent wind speeds annually and then monthly during the 4 seasons. The coastal conditions bring winds from many different directions throughout the year resulting in prevailing winds mostly from south and southwest and from the north and northwest annually. In fact, on an annual basis, only 26% of the winds come from the north to the clockwise south quadrants (only 6% of winds from this direction exceed 15 mph) while 74% of the wind comes from the north to the counterclockwise south quadrants (14% of winds from this direction exceed 15 mph).

**Winter:**

In the winter, prevailing winds come mostly from the northwestern quadrant, direction 44% of the time. 28% of the time, winds come from the southwestern quadrant in the winter. Also, some of the strongest winds come from these directions. 14% of the winds in the northwestern quadrant exceed 15 mph, 9% of the winds in the southwestern quadrant exceed 15 mph in the winter. In fact, 28.7% of a wind in the winter exceeds 15 mph. Winds that exceed 20 mph occur 11.5% of the time.

**Spring :**

In the spring, the winds come from many directions with prevailing coming from the southeast 31% of the time, from the north west 28% of the time, and from the south west 24% of the time. Similar to the winter, 29.7% of a wind in the spring exceeds 15 mph, making the winter and spring some of the windiest seasons. Winds that exceed 20 mph occur 12% of the time, making spring in Halifax one of the windiest seasons.

**Summer:**

In the summer, the winds come primarily from the south quadrant 59% of the time. Winds are generally very light with only 3% of a wind exceeding 15 mph.

**Fall:**

The fall in Halifax is much like the spring with winds coming from many directions but prevailing from the north west quadrant 36% of the time. Wind from the south west quadrant follows closely at 28% of the time. 21% of the winds in the fall exceed 15 mph, making this slightly less windy than the winter or spring. Winds that exceed 20 mph only occur 7% of the time.

**Beaufort Scale**

2-5 mph	3-8 km/hr	calm	Direction shown by smoke drift but not by wind vanes
5-7 mph	8-11 km/hr	light breeze	Wind felt on face; leaves rustle; wind vane moved by wind
7-10 mph	11-16 km/hr	gentle breeze	Leaves and small twigs in constant motion; light flags extended
10-15 mph	16-24 km/hr	moderate breeze	Raises dust and loose paper; small branches moved.
15-20 mph	24-32 km/hr	fresh breeze	Small trees in leaf begin to sway; crested wavelets form on inland waters.
+20 mph	> 32 km/hr	strong breeze	Large branches in motion; whistling heard in telegraph wires; umbrellas used with difficulty.

## Pedestrian Comfort:

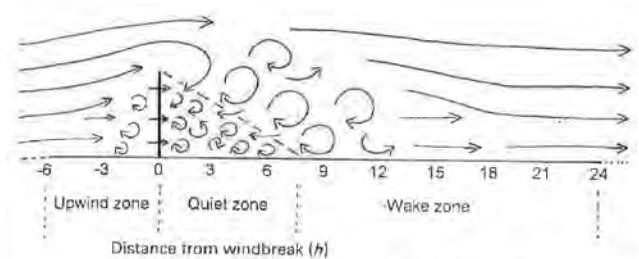
Pedestrian comfort and safety is an important consideration in the design of urban neighbourhoods. Building height and massing can have considerable impacts on human thermal comfort at the street impacting the visibility and walkability of neighbourhoods. Snow loading on adjacent roofs and environmental conditions in neighbourhoods.

The Beaufort scale is an empirical measure that relates wind speed to observed conditions on land and sea. The attached Beaufort scale is a general summary of how wind affects people and different activities and distinguishes at what points wind speeds can become uncomfortable or dangerous. Wind is only one variable of human thermal comfort as described below.

## COMFA Model (Brown and Gillespie, 1995)

Dr Robert Brown of the University of Guelph developed the COMFA model to model human thermal comfort as a result of a number of variables including wind speed. Comfort is a function of wind speed, temperature, metabolic activity, evaporation and permeability, value of clothing, relative humidity and solar/terrestrial radiation. A person can be comfortable in windy conditions if they are actively adequately dressed in the sun and with high relative humidity.

Human thermal comfort is more pronounced during low activity situations like sitting than during high activity situations like running. The model is explained in the paper by Brown and Hancock (2003). Mr Hancock was also the co-author with Dr Brown in the 2008 edited "Landscape Architecture Graphic Standards" Monocromate chapter. This model is the basis for the theoretical assessment of human thermal comfort changes as a result of the building explained below.

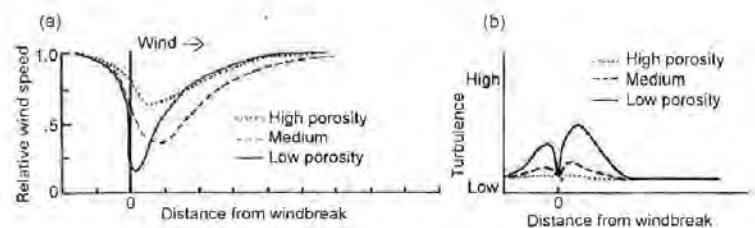


Zones with altered airflow caused by a windbreak. Vertical dimension is magnified for illustration. Vertical line indicates windbreak;  $h$  = height of windbreak. Large eddies = strong turbulence. Uninterrupted airflow in the open is to the left of the upwind zone, and to the right of the wake zone. Widths of zones are approximate. Based on several sources.

Figure 3. Windbreak Diagram

## Urban Windbreak Impacts

Wake zones for zero porosity structures can extend 8-30 times the height of a structure. A 12-storey building (36m) can generate increased wind speeds between 0.3-1km on the downwind side (see Fig 3). Beyond the wake zone, there is typically more turbulence and eddies as a result of more turbulent air. This can be characterized as being slightly more gusty winds with quiet periods interspersed with gusts of wind. Directly behind the windbreak, the quiet zone can extend from 0 to 8 times the height on the downwind side. In this quiet zone, wind speeds can be somewhat reduced. Around the edges of the building, wind speeds can increase as wind flows around the structure.



Effect of windbreak porosity on streamline and turbulent airflows. (a) Streamline airflow based on treebelts of different foliage densities; wind measurements at 1.4 m height. From Heisler & DeWalle (1988) with permission of Elsevier Science Publishers. (b) Generalized expected turbulence pattern based on Robinette (1972), Rosenberg et al. (1983), Heisler & DeWalle (1988), McNaughton (1988).

Figure 4. Porosity Diagram

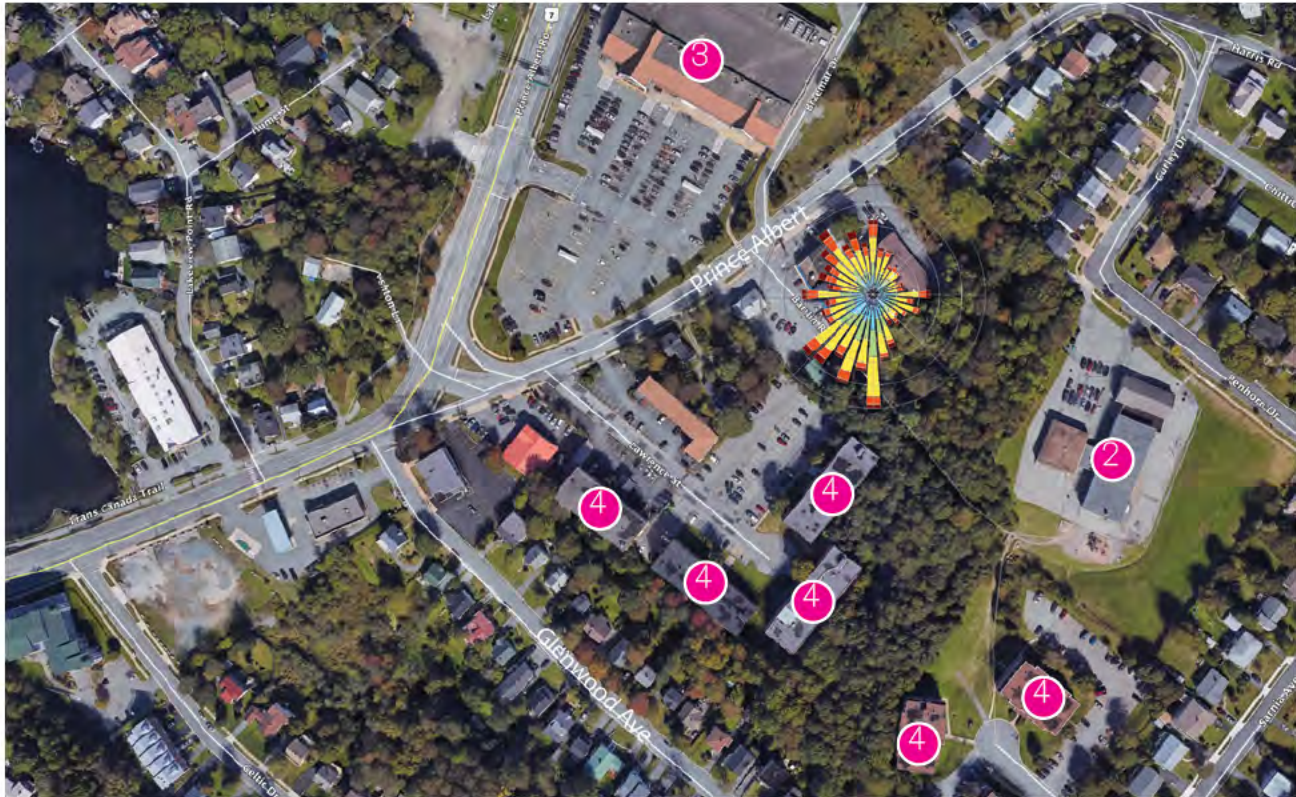
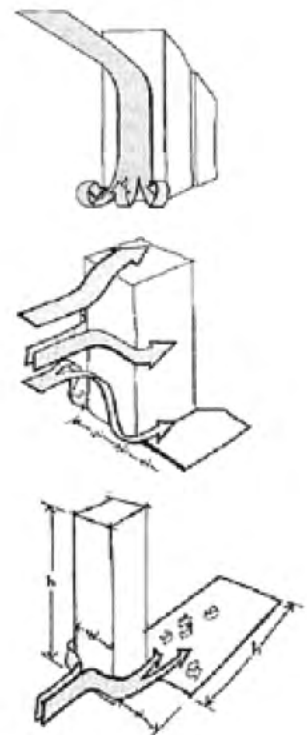


Figure 5. Annual Wind Rose overlain on top of the proposed development site. Pink numbers denote building storeys.

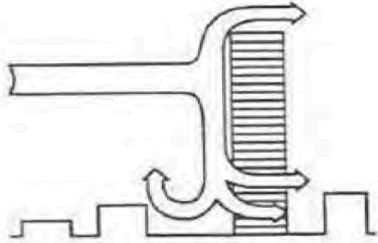
## Wind Impacts from tall Buildings

There will be a number of aerodynamic impacts from a new tall building including:

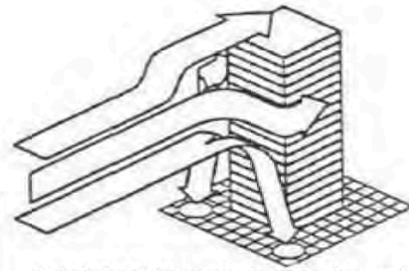
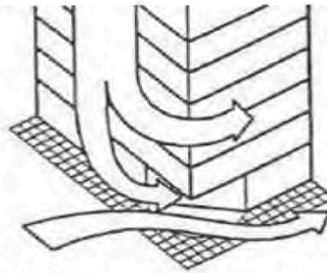
- 1. Downwash** Wind speed increases with the surface area of the building (the height and width) so when a tower is exposed to wind the pressure differential between the top and the bottom of tower forces the high pressure at the top down the windward face increasing pedestrian wind speeds. The taller the exposed face is the higher the wind speed will be at the base. The setback surrounding the proposed tower at the second and third storeys will receive the bulk of this downwash.
- 2. The corner effect** at the windward corners of buildings there can be unexpected increases in wind speeds as wind forces around the windward corners from high pressure on the windward face to low pressure on the lee side. Some of the ways to decrease this impact is to create pyramidal steps which increases the surface area of the edges. This has been designed into the proposed tower.
- 3. The Wake Effect:** Wake is generally caused by both the downwash and corner effect. The greatest impact area occurs within an area of direct proportion to the tower height and width on the lee side of the wind impacts are minimized by creating a setback base on the building.





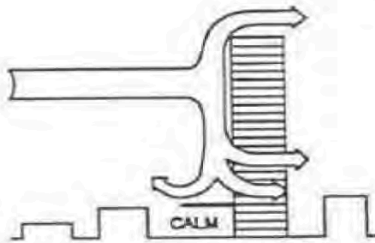


A building taller than its surroundings can concentrate pedestrian level winds at ground level.

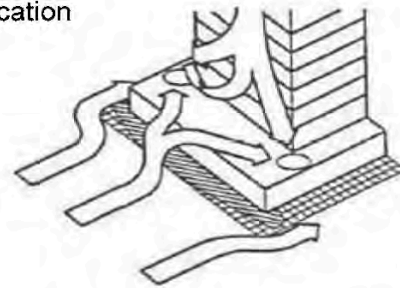


A tall building concentrates wind at its base, particularly at the corners where the downwash is accelerated into horizontal motion.

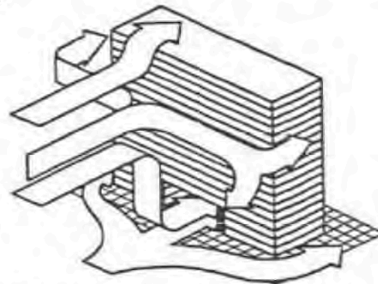
Undercut corners can aggravate the wind conditions at a building corner. Typically this is not a good location for an entrance.



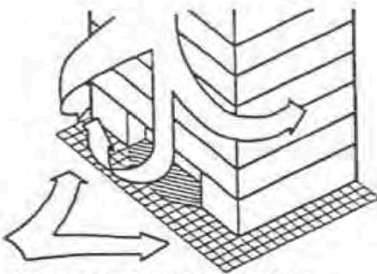
Downwash can be deflected by a large canopy at the base of a building, producing a pleasant entrance area.



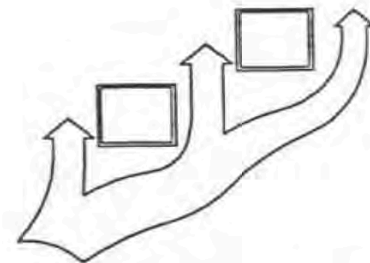
A podium/tower combination concentrates winds at the podium roof (▨) not at the base (□).



Openings through a building at the base induce high velocities due to pressure differential from the front to the back.



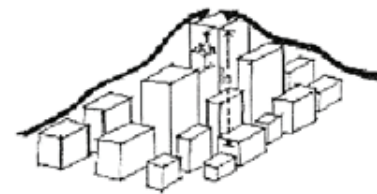
Recessed entry provides low winds at door locations.



Adjacent building placement can cause a compression of the mean streamlines, resulting in horizontally accelerated flows at ground level.

Figure 6. Design features to change and/or ameliorate pedestrian wind conditions, after Cochran (2004).

**4. Building Groups:** The effects that occur and vary around buildings cannot be applied directly to groups of buildings. The cumulative effect of many clustered tall buildings like in this situation can create a wide range of different wind scenarios that must be modeled as a group to understand the cumulative impacts.



### Development Impacts: Summer

In reviewing the seasonal wind conditions in Dartmouth as it relates to this particular site, the wind data shows that the building will have very little local impacts in the summer due to the low wind speeds which only exceed 15 mph 3% of the time in the summer months. Wind temperatures, relative humidity and solar/terrestrial radiation are also favorable for thermal comfort. Winds from the south (prevailing in the summer) will create a slightly windier condition on the duplex's to the north of the site on those days where winds exceed 15 mph (24 km/hr) as a result of edge effects. There would be little change in human thermal comfort but may be slightly windier on some backyard decks. There will be higher wind speeds between the new buildings which could impact the side of the existing 2-storey building to the south as south winds are funneled between the two buildings. There could be slightly windier conditions on Prince Albert Road to the west of the buildings and some downdraft and wind tunnelling on the south side of the new buildings.

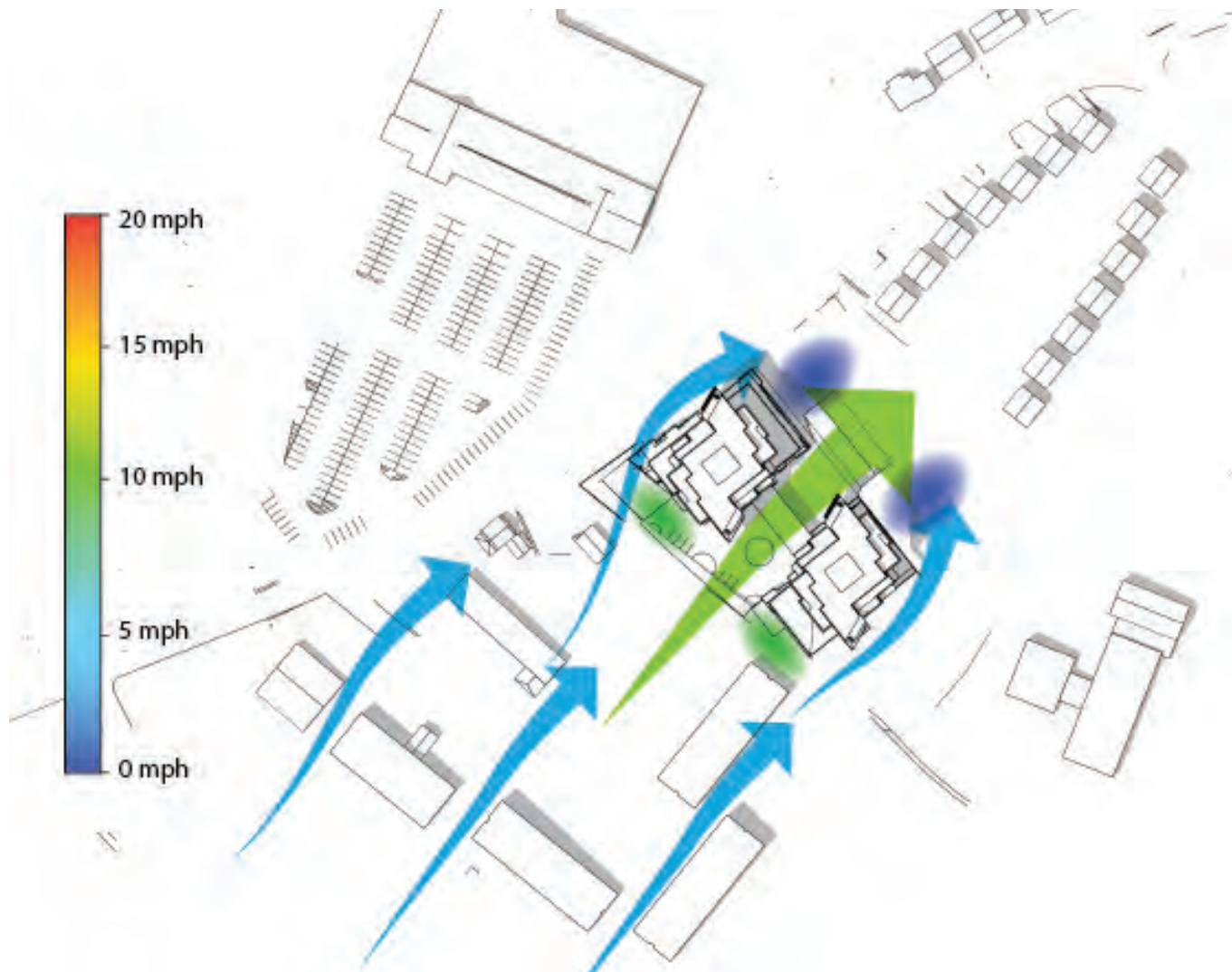
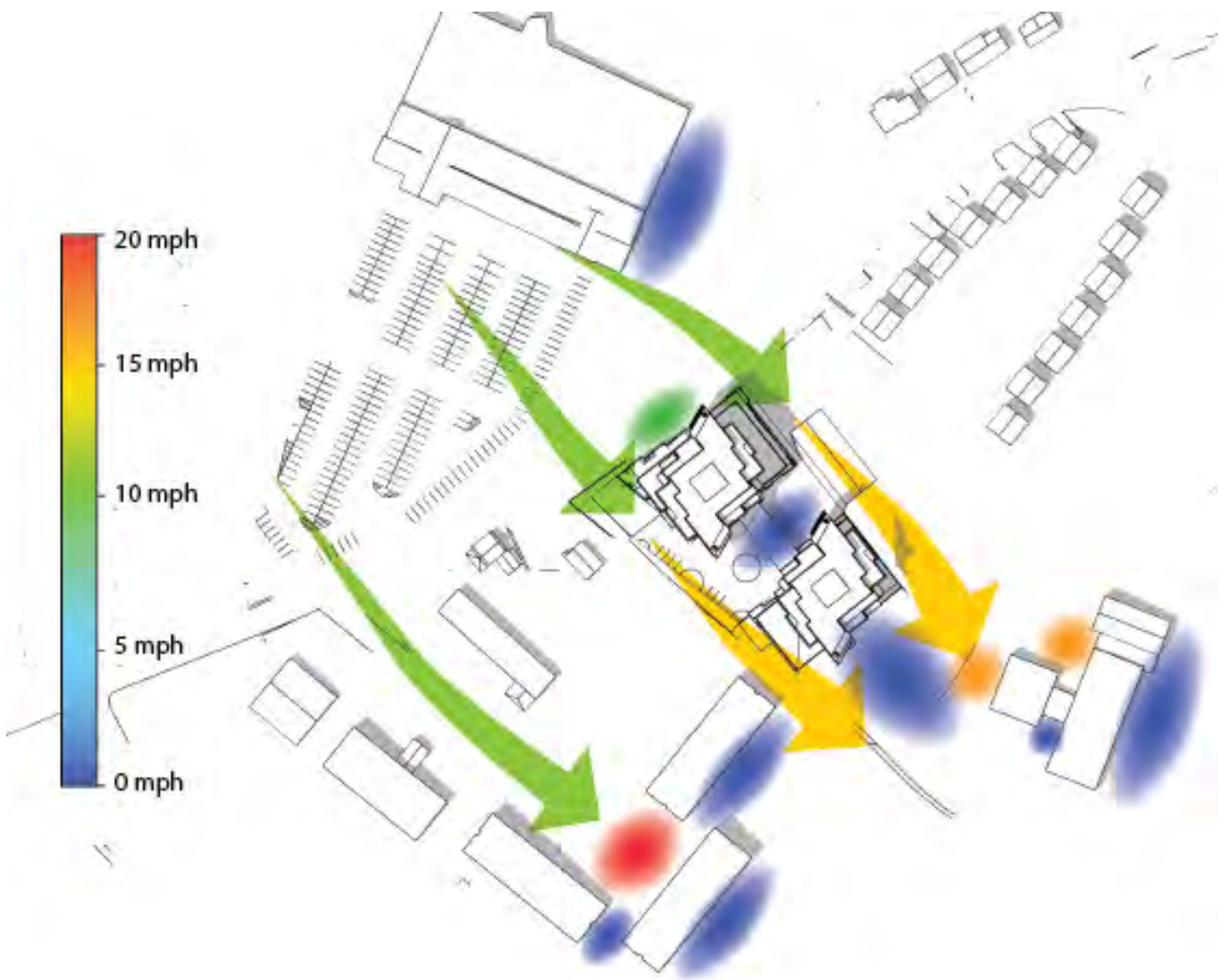


Figure 7. Prevailing winds in the summer

## Development Impacts: Fall

The prevailing winds in the fall come from the north west and south west. About 20% of the time the wind speed exceeds 15 mph. The streetwall stepback will buffer much of the downdraft from the towers but it will be windier at the school site as winds accelerate around the buildings and up the steep hill east of the school. There will be a small wind shadow on the south east side of both new buildings. When winds come from the north west, the new buildings will create slightly windier conditions on Prince Albert Road in front of the new buildings. There will be noticeably windier conditions between the existing 4-storey apartment building and the second back tower. When winds come from the southwest (28% of the time), the duplex units to the north will be less comfortable on windy days. The balconies, stepbacks and irregular edges of the building should significantly mitigate winds from the south west while winds from the north west (36% of the time) will be more pronounced as the wind accelerates up the steep slopes towards the school. Winds that exceed 20 mph only happen 7% of the time. The fall in Dartmouth is typically warm and the humidity is relatively high so the extent of discomfort from the new towers on windy days will be noticeable.

**Figure 8.** Prevailing winds in the Fall



## Development Impacts: Winter

The prevailing winds in the winter come mostly from the north west (31% of the time) and less frequently from south west (28% of the time). About 14% of the time the wind speed exceeds 15 mph. The streetwall stepback will buffer some of the downdraft from the tower but it will be windier in front of the building at Prince Albert Road on windy days mostly as a result of the corner effects. When winds come from the north west, the new building to the rear will be partially in the wind shadow of the 12-storey street related tower creating a zone of low pressure that will increase wind speeds down the new building face on its north side making the edge effects more noticeable. These winds will be notably more colder and more uncomfortable on Prince Albert Road in front of the buildings. The vegetation on the hill west of the school site will act as a windbreak for some of the winds at the school site at the top of the hill. When winds come from the southwest (28% of the time), Prince Albert will also be much windier than it is today with effects being felt on the duplexes to the north. The balconies and stepbacks of the buildings should significantly mitigate winds mostly from the north west. Winds that exceed 20 mph only happen on average 11.5% of the time and these winds will make the human thermal comfort conditions feel much less comfortable than in the other seasons. There will be less solar radiation, lower relative humidity, and colder temperatures. Insulation levels will be higher buffering some of the discomfort, however the tower will cause some additional discomfort within a roughly 0.5 km radius in the winter months. The forest on the existing steep slope east of the site should mitigate much of the wind impacts on the school.

Figure 8. Prevailing winds in the Winter



## Development Impacts: Spring

The prevailing winds in the spring come from many directions and it is one of the windiest seasons, but the prevailing wind is from the south east (31% of the time) and less frequently from south west (24% of the time) and north west (28%). About 30% of the time the wind speed exceeds 15 mph making Dartmouth very windy in the spring season. The streetwall stepback will buffer some of the downdraft from the tower but it will be windier on the north west side of the street across Prince Albert Road on windy days as a result of the corner effects. When the wind comes from the north west, the school site will be windier than it is today. When winds come from the south west, wind will accelerate between the 12-storey towers making it windier for the duplexes to the north. The balconies and stepbacks should mitigate winds from the south west and the building will create a wind shadow on the immediate Prince Albert Road side directly west of the new building. It is likely that in these conditions, the windier conditions could be felt on the entry to the Superstore. Winds that exceed 20 mph only happen 12% of the time and these winds will make the human thermal comfort conditions feel much less comfortable than in the other seasons. The spring is usually very wet in Dartmouth and the humidity is lower, winds are higher and the temperatures can still be cold. The buildings will have its most pronounced thermal comfort impacts felt in the spring for these reasons.

This analysis does not provide quantitative changes in wind speed but it does provide an analysis of the

**Figure 9.** Prevailing winds in the Spring



genera frequency of uncomfortable wind conditions as a result of this building. The morphology of the building including stepbacks and irregular edges and continuous decks which roughen the surface and reduce wind speeds as well as the groundfloor setback on Prince Albert Road should effectively reduce the wind potential on the surrounding streets and neighbourhoods.

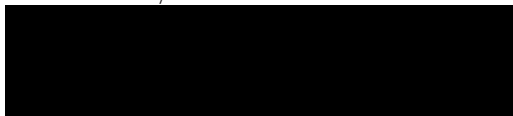
## Summary

This proposed buildings have been designed to mitigate wind impacts as much as could be expected for a 12-storey structure and there are many examples of similar scaled developments in Halifax that do not cause adverse problems on the public realm. The stepbacks, patio decks, and building entry location have all been designed to minimize wind impacts following HRM's form based codes. The 12-storey buildings are not anticipated to have any significant change in human thermal comfort for a person travelling through the area but there could be windier conditions in the winter when the prevailing wind is from the north west. The hillside vegetation will be instrumental in mitigating these north-west winds on the school site and protective measures should be taken to minimize blow-downs after construction. With the prevailing winds in the winter from the northwest and west, the impacts of turbulent gusts on Prince Albert Road will be felt differently than today but we would not expect a drastic change in human thermal comfort. The spring could create windier conditions at the Atlantic Superstore entrance. As per best urban design and wind mitigation principles each building comprises a podium of 2 to 3 floors, with the upper floors having large stepbacks on all sides from the podium edges.

The nearest portion of the paddling course, close to the starting line by Grahams Grove Park, is located in excess of 400 metres from the closest part of either building. Given this distance and the intervening topography, mature vegetation, and prevailing wind direction in the summer and fall, we expect little to no impact from this development on the paddling course.

If you have any questions, please contact me at your convenience.

Sincerely



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