



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 10.1.1
Harbour East-Marine Drive Community Council
December 1, 2022
January 12, 2023

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

-Original Signed-

SUBMITTED BY:

Kelly Denty, Executive Director of Planning and Development

DATE: September 26, 2022

SUBJECT: Case 22875: Development Agreement for 11 Canal Street, Dartmouth

ORIGIN

Application by WM Fares Architects, on behalf of the property owner.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

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

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to construct a mixed-use, multi-unit building and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

WM Fares Architects is applying, on behalf of the property owner, to construct a mixed-use multi-unit building at 11 Canal Street, Dartmouth.

Subject Site	11 Canal Street, Dartmouth
Location	Corner of Canal Street and Patuo'qn Street Extension Transportation Reserve (formally Dundas Street)
Regional Plan Designation	Harbour Designation (HARB)
Community Plan Designation (Map 1)	Future Growth Node (FGN)
Zoning (Map 2)	Comprehensive Development District 2 (CDD-2)
Size of Site	4,008 sq. m (43141 sq. ft.)
Street Frontage	~34.2 m (112 ft.) along Canal Street & ~ 84 metres along Patuo'qn Street Extension Transportation Reserve (formally Dundas Street)
Current Land Use(s)	Vacant
Surrounding Use(s)	Community Recreation, Industrial, Commercial, Residential, and Offices

Proposal Details

The applicant proposes to build a mixed-use multi-unit building through the requirements of the Regional Centre Land Use By-law, with several exemptions as outlined further in the report. The major aspects of the proposal are as follows:

- Two residential towers, tall mid-rise (20m-26m) and high-rise (26m or taller) over one shared podium;
- Maximum FAR (Floor Area Ratio) for the entire site of 5.7 (23,169.25 sq. m);
- Commercial ground floor facing Canal Street and Patuo'qn Street Extension Transportation Reserve (formally Dundas Street); and
- Cohesive interaction with Martins Park and pedestrian-oriented uses facing the common property line.

Enabling Policy and LUB Context

The subject property is designated as a Future Growth Node (FGN) and zoned Comprehensive Development District 2 (CDD-2) under the Regional Centre Secondary Municipal Planning Strategy (SMPS) and Regional Centre Land Use By-law (LUB). Future Growth Nodes are lands which are identified as having potential to accommodate significant growth due to the site size, location, and proximity to municipal services. These parcels of land are intended to be comprehensively planned to ensure they meet the objectives of the Regional Centre SMPS. Policies F-1, F-3, F-5, F-6, F-7, F-11 and IM-7 of the Regional Centre Secondary Municipal Planning Strategy and section 490 of the Regional Centre Land Use By-law enable the comprehensive development of Dartmouth Cove and allow Council to consider permitting the development of the lands through the development agreement process.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website (1,827 unique pageviews), signage posted on the subject site, and 66 letters mailed to property owners and residents within the notification area. The public comments received include the following topics:

- The building heights are too tall;

- The building does not fit in with the existing neighbourhood;
- Not enough open space provided; and
- The development is not human scaled.

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

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the Regional Centre SMPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant SMPS policies.

Proposed Development Agreement

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

- Requires the building to meet the regulations of the Regional Centre LUB, with limited variations as identified in this report;
- Requires a density bonusing contribution as per the policies of the Regional Centre Secondary Planning Strategy and the requirements of the Land Use By-law;
- Provides pedestrian-oriented ground uses along Martins Park, Canal Street, and Patuo'qn Street Extension;
- Cohesive grade interaction with Martins Park; and
- Non-substantive amendments permitted to the development agreement including:
 - Changes to the grade requirements along the shared property line with Martins Park; and
 - Extension to the dates of commencement and completion of development.

The attached proposed development agreement will permit two residential towers on a shared podium with commercial uses at street grades, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the SMPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Variations to the Land Use By-law

The site is zoned CDD-2, however, the enabling policies of the Regional Centre SMPS direct that the uses and building form be regulated by pre-existing zones in the Regional Centre Land Use By-law. Policy further acknowledges that limited site-specific adjustments to meet the applicable site-specific Dartmouth Cove FGN requirements and objectives may also be required within a development agreement. With guidance from the Regional Centre SMPS Map 13: Future Growth Node Land Use Concept – Dartmouth Cove (Attachment C), staff have determined that the most appropriate zone against which to evaluate the proposal for the site is the Centre 2 (CEN-2) Zone. In addition, several proposed variations of the LUB requirements have been requested to achieve the objectives of the Dartmouth Cove FGN. Specifically, the Floor Area, Building Dimensions, Streetwall Stepback, Tower Side Yard Setback, and Balcony variations are provided to ensure a built form that permits the density allowed for the site (which is established under Policies F-11(d), F-11(l), and Map 13); the Martins Park Setback variation is to ensure Policy F-11(d)(iv) is met, which requires appropriate setbacks from Martins Park.

Floor Area

This variation request seeks an alteration to how maximum floor area is distributed on the site. The Regional Centre SMSP sets the maximum floor area ratio (FAR) for the Dartmouth Cove area through 4 distinct

precincts (see Attachment C). The subject site is placed within Precinct 1 and Precinct 2, meaning it has a maximum FAR of 5.25 facing Canal Street and 3.25 facing Martins Park.

The LUB permits any portion of a lot acquired for right of way expansion to be used in FAR calculations. As such, the lot area used to determine the floor area established in the development agreement includes those lands recently acquired from the applicant for the Patuo'qn Street Extension. This results in a total maximum buildable floor area of 23,169.25 square metres. This maximum building floor area is established in the development agreement and allows flexibility in the distribution of the building area while still ensuring the building heights and form envisioned for the Dartmouth Cove area are observed. As such, this clause will have the effect of allowing as much building volume on the site as was envisioned by policy, while affording the project architect a greater degree of flexibility to locate that volume on the site, to ensure the design reflects its unique community context.

Maximum Building Dimensions

The applicant has requested a variation to exceed the maximum building dimension of 64 metres established in the LUB for the Centre-2 Zone. The variation is requested to provide a continuous streetwall along the Patuo'qn Street Extension and recognize the irregular lot shape due to the Patuo'qn Street Extension Transportation Reserve land acquisition. In exchange for this variation, the development agreement requires that the massing of the building be broken up by changes in building form and designed to make the building look like two or more distinct buildings.

Setback facing Martins Park

The LUB requires the building to be setback 6 metres above ground from the shared property boundary with Martins Park. Portions of the building underground can be located closer, however, with the existing grades this could result in an exposed blank foundation directly abutting Martins Park. To avoid this and allow sufficient room for adequate design and grade alteration to ensure a complementary interaction between the building and Martins Park, the development agreement requires a building setback (both above and below ground) of 6 metres from the shared property boundary with Martins Park.

Streetwall Stepback, Tower Side Yard Setback, and Balconies

The proposed development agreement includes site specific regulations for streetwall stepback, tower side yard setback, and balcony encroachments for the high-rise portion of the development to achieve the overall density and built form objectives of the Dartmouth Cove FGN, while also ensuring good design that aligns with standards and intent of the Regional Centre SMPS and LUB. The site-specific regulations compared to the requirements of the LUB are found in the table below. Staff advise that the requests are minor in nature and any potential consequential wind or shadow impacts will be addressed through the wind impact and shadow assessment requirements of the LUB. This assessment is completed at the permitting phase of the project.

Regulation	Regional Centre LUB Requirement	Proposed Requirement
Streetwall Stepback	4.5 metres (high-rise building)	3 metres (high-rise building)
Tower Side Yard Setback	6 metres (high-rise building)	4.5 metres (high-rise building)
Balconies	Permitted to project if greater setbacks are provided. If balconies aggregate width exceeds 50% of build face than projections are removed.	Permitted to project with existing setbacks. Balcones exempt from aggregate width requirement.

Public Benefit

The Regional Centre SMPS requires that any development agreement for a FGN include provisions for incentive or bonus zoning. According to the Regional Centre LUB, the public benefit value for each Future

Growth Node that is covered by a CDD-2 or CDD-1 Zone shall be determined, based on the appraised market value of the site once the proposed development agreement is approved by Council, and then multiplied by a coefficient of 0.12. The proposed development agreement requires a public benefit contribution, prior to the issuance of a development permit. At today's appraised market value, the public benefit value would be equal to \$836,400. At least 60% of the contribution must be dedicated to affordable housing, as per the requirements of the LUB.

The LUB requires the Municipality to use money dedicated for affordable housing towards the rehabilitation of existing affordable units, acquisition of new buildings, units or properties for affordable housing, the creation of new units by a not-for-profit organization or registered charitable organization, or in accordance with a housing agreement as set out in the *HRM Charter*. The remaining 40% of the public benefit is able to be used as additional dedication to affordable housing, or as money-in-lieu for affordable community or cultural indoor space, conservation of a registered heritage building, public art, or municipal park improvements, or public art on the site.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the SMPS. The proposal meets the intent and objectives of the Dartmouth Cove Future Growth Node policies. Therefore, staff recommend that the Harbour East-Marine Drive Community Council approve the attached proposed development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2022-2023 operating budget for Planning and Development.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing SMPS policies. Community Council has the discretion to make decisions that are consistent with the SMPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in this report. The development will be required to adhere to the Environmental Requirements (Part III, Chapter 4) of the Regional Centre LUB, which includes coastal area elevation requirements.

ALTERNATIVES

1. Harbour East-Marine Drive Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

2. Harbour East-Marine Drive Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

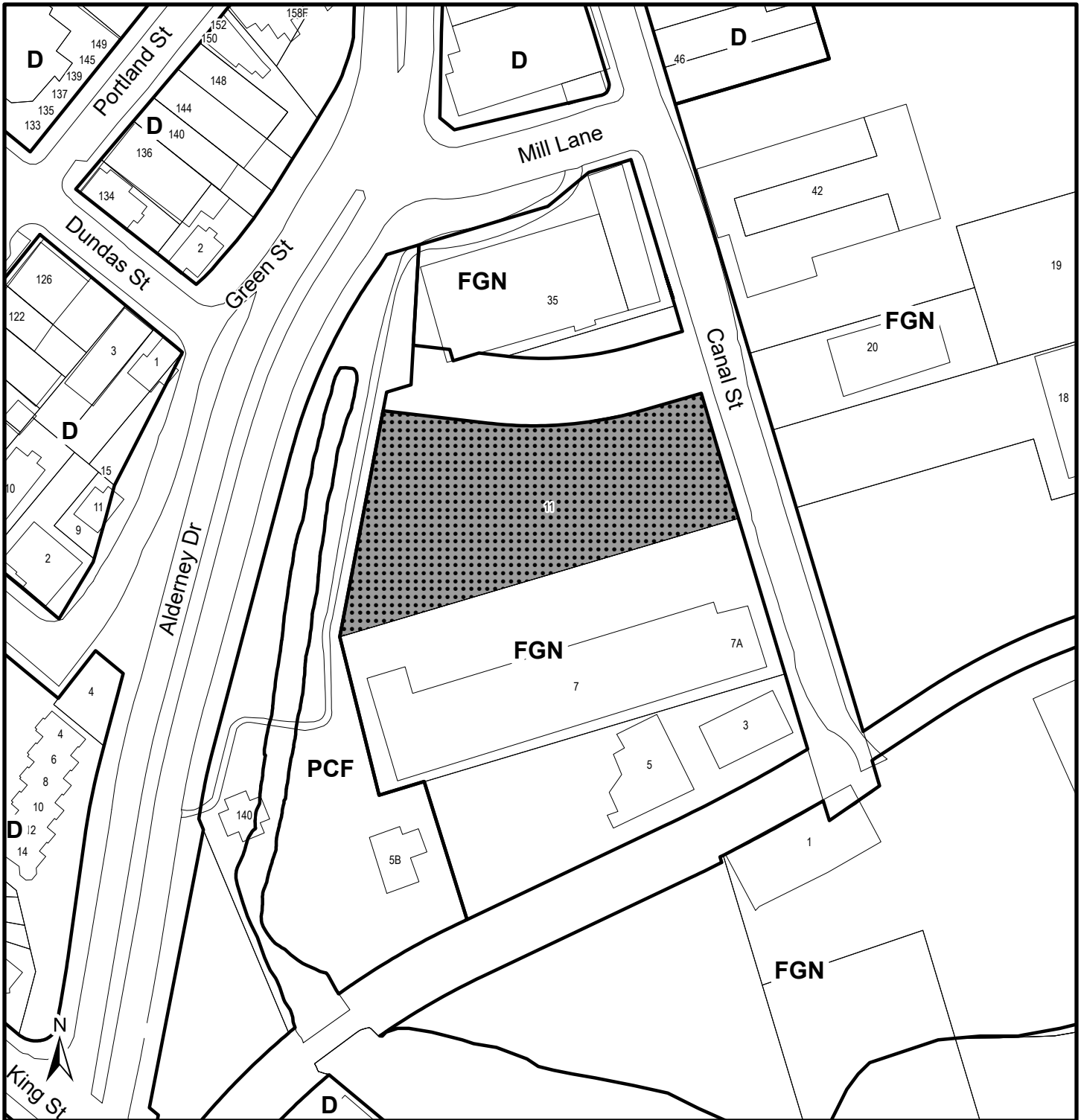
ATTACHMENTS

Map 1: Generalized Future Land Use
Map 2: Zoning and Notification Area

Attachment A: Proposed Development Agreement
Attachment B: Review of Relevant Regional Center SMPS Policies
Attachment C: Regional Centre SMPS Map 13: Future Growth Node Land Use Concept – Dartmouth Cove

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


Report Prepared by: Dean MacDougall - Planner III - 902.240.7085



Map 1 - Generalized Future Land Use

11 Canal Street,
Dartmouth

HALIFAX

 Subject Property

Designation

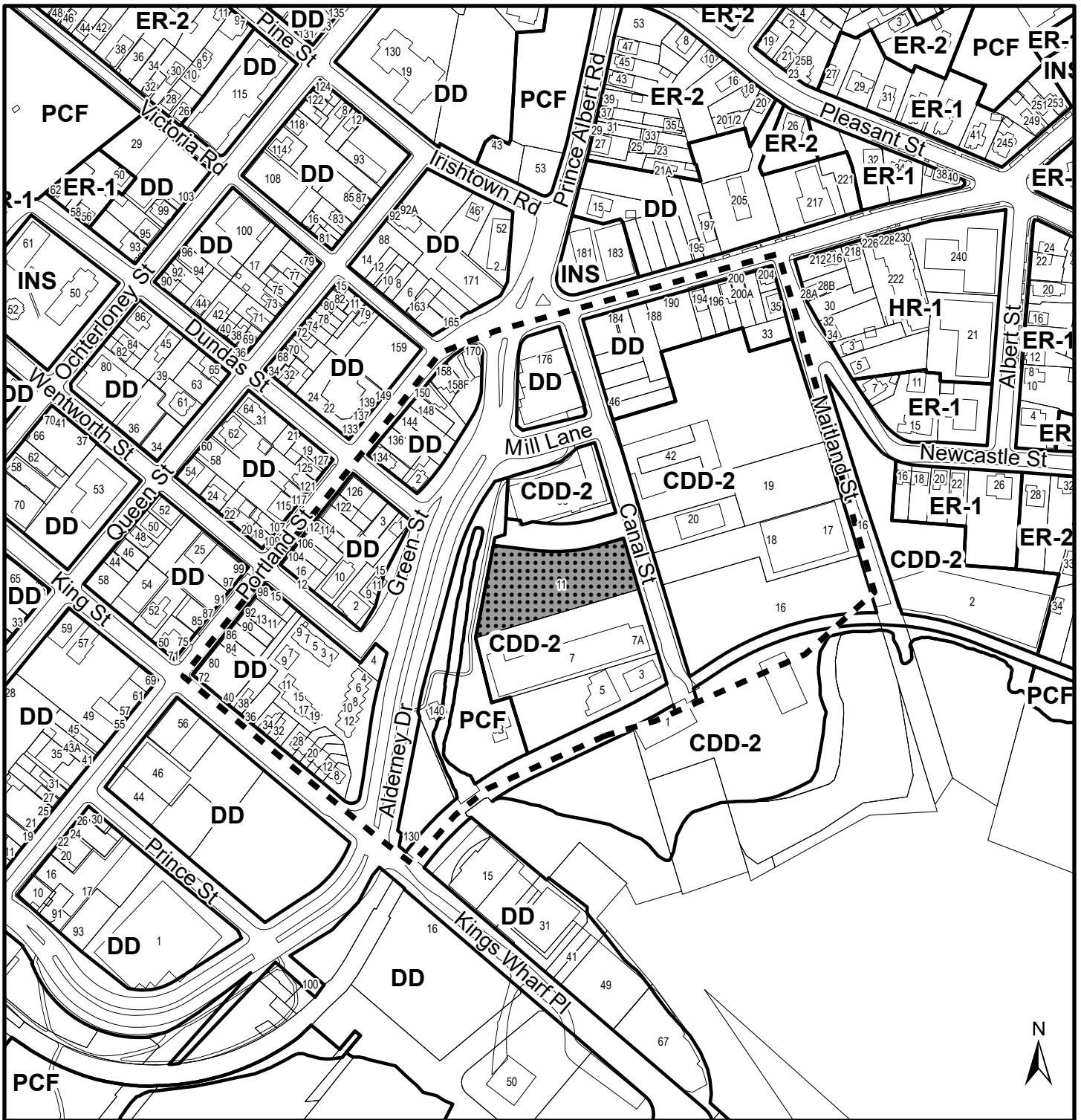
- D Downtown
- FGN Future Growth Node
- PCF Park and Community Facility



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.



Regional Centre
By-Law Area



Map 2 - Zoning and Notification Area

11 Canal Street
Dartmouth

HALIFAX

-  Subject Property
-  Area of Notification

Zone	
CDD-2	Comprehensive Development District 2
DD	Downtown Dartmouth
ER-1	Established Residential 1
HR-1	Higher-Order Residential 1
INS	Institutional
PCF	Parks and Community Facilities



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.

Regional Centre
By-Law Area

Attachment A – Proposed Development Agreement

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

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands identified as 11 Canal Street, Dartmouth and which said lands are more particularly described in Schedule A hereto (attached);

AND WHEREAS the Developers have requested that the Municipality enter into a Development Agreement to allow a mixed-use multi-unit building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies F-1, F-3, F-5, F-6, F-7, F-11 and IM-7 of the Regional Centre Municipal Planning Strategy and 490 of the Regional Centre Land Use By-law;

AND WHEREAS the Harbour East and Marine Drive Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Case Number 22875;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

1.7 Lands

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 22875:

Schedule A Legal Description of the Lands – PID 00114256

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a building permit, or streets and services permit associated with a new development, whichever occurs first, the Developer shall provide payment in accordance with By-law D-600, Development Charge By-law to Fund Dundas Street Extension, as amended from time to time.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Payment for any outstanding appraisal costs accrued by the Municipality in accordance with Section 3.10 of this Agreement and Section 476 of the Regional Centre Land Use By-law;
 - (b) Density bonusing payment in accordance with Section 3.10 of this Agreement; and
 - (c) Written confirmation from a Structural Engineer that all landscape areas designed to be installed upon any portion on any rooftop level of the building is able to support any required drainage or additional weight caused by the landscaped area.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

- 3.3.1 The development and the use of the Lands, including building form and design, permitted by this Agreement shall conform to the applicable requirements of the Regional Centre Land Use By-law, except as varied by this agreement and the Schedules of this Agreement.

3.3.2 For all intents and purposes, the Lands under this Agreement shall be considered zoned Centre-2 (CEN-2) Zone of the Regional Centre Land Use By-law. Except where specifically varied by the terms of this Agreement, the Lands shall meet the requirements of the Centre-2 zone.

3.3.3 The Lands shall meet the following requirements:

(a) the ground level facade facing Martins Park shall be occupied by either one or a combination of the following:

- (i) pedestrian-oriented commercial uses, as outlined under Section 38 of the Regional Centre Land Use By-law;
- (ii) grade-related dwelling units; or
- (iii) work-live units; and

(b) the ground level façade facing the Patuo'qn Street (formally Dundas Street) extension and Canal Street shall be occupied by pedestrian-oriented commercial uses, as outlined under Section 38 of the Regional Centre Land Use By-law and shall be required to meet Section 170 of the Regional Centre Land Use By-law.

3.4 Exceptions to the Land Use By-law

3.4.1 Notwithstanding Section 94(3) and 96 of the Regional Centre Land Use By-Law, balconies shall be permitted to project into any required setback or stepback.

3.4.2 Notwithstanding Section 158 of the Regional Centre Land Use By-Law, the maximum FAR value for the development shall be 23,169.25 square metres, distributed amongst two towers (one tall mid-rise and one high-rise) and a common podium. The high-rise tower shall be located on the eastern portion of the Lands facing Canal Street.

3.4.3 Notwithstanding Section 162(2) and 163(2) of the Regional Centre Land Use By-law, the minimum required setback above and below grade facing the west property boundary abutting Martin's Park shall be 6 metres.

3.4.4 Notwithstanding Section 162(3) of the Regional Centre Land Use By-Law, any portion of the main building above the streetwall height shall have a minimum required setback from the south property line of 4.5 metres.

3.4.5 Notwithstanding Section 166(1) of the Regional Centre Land Use By-Law, any high-rise building shall have a minimum required streetwall stepback of 3 metres.

3.4.6 Notwithstanding Section 174(1)(a) of the Regional Centre Land Use By-Law, the maximum building dimensions may exceed 64 meters, provided the massing of the building is broken up by changes in building form and designed to make the building look like it consists of two or more distinct buildings by:

- (a) providing an at-grade open space along the Patuo'qn Street (formally Dundas Street) extension streetline which is at least 90 contiguous square metres;
- (b) limiting the building width or building depth of individual portions of a tall mid-rise building or a high-rise building, above the streetwall, to a maximum of 64.0 metres; and
- (c) separating portions of a tall mid-rise building or a high-rise building located above the streetwall by a minimum distance of 10.0 metres.

3.5 Built Form

- 3.5.1 All final grades within the setback along the west property boundary must minimize steep slopes and be complimentary to the grades of Martins Park, as determined by the Development Engineer and HRM Parks and Recreation.
- 3.5.2 In addition to the requirements of Part XII of the Regional Centre Land Use By-Law, any required tree planting established in Part XII of the Regional Centre Land Use By-law must be chosen in consultation with HRM Parks and Recreation.
- 3.5.3 The building must be designed to meet the grades of the Patuo'qn Street (formally Dundas Street) extension, as determined by the Development Engineer.

3.6 Maintenance

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

3.7 Signs

- 3.7.1 The sign requirements shall be accordance with the Regional Centre Land Use By-law as amended from time to time.

3.8 Temporary Construction Building

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

3.9 Reinstatement

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

3.10 Incentive or Bonus Zoning

- 3.10.1 Incentive or Bonus Zoning shall apply to the development, as per Section 476 of the Regional Centre Land Use By-law.
- 3.10.2 Public benefit values shall be updated using a new appraisal every five (5) years from the date of signing this agreement. The appraisal shall be done in accordance with Section 476 of the Regional Centre Land Use By-law. No development permit may be issued for the development if it has not been appraised within the last five (5) years.
- 3.10.3 The applicant shall pay the required public benefit value prior to the issuance of any development permit for the Lands. No development permit may be issued without payment of the public benefit value.
- 3.10.4 Incentive or Bonus Zoning allocations shall be subject to Section 479-484 of the Regional Centre Land Use By-law.
- 3.10.5 Notwithstanding Section 472(5) of the Regional Centre Land Use By-law, an Incentive or Bonus

Zoning agreement shall not be required when the public benefit is provided in the form of money in lieu.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Off-Site Disturbance

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

4.3 Undergrounding Services

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

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

5.3 Archaeological Monitoring and Protection

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

5.4 Sulphide Bearing Materials

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*:
- (a) Changes to the requirements of Section 3.5.1 and 3.5.3 in consultation with the HRM Parks and Recreation and Development Engineer;
 - (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
 - (c) The length of time for the completion of the development as identified in Section 7.4.4 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer of the Municipality.
- 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 eight (8) years from the date of signing of this Agreement, the Lands shall conform with the provisions of the Regional Centre 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 building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.1.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development, the Municipality may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or

(c) discharge this Agreement;

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

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

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

7.4.4 In the event that development on the Lands has not been completed within ten (10) years from the date of signing of this Agreement, any portion of the Lands that are undeveloped shall conform with the provisions of the Regional Centre Land Use By-law.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after ten (10) years from the date of signing of this Agreement the Municipality may review this Agreement, in whole or in part, and may:

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;

- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

Print Name: _____

Print Position: _____

Date Signed: _____

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

Date signed: _____

Witness

Per: _____
MUNICIPAL CLERK

Date signed: _____

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 Iain MacLean, 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 B: Review of Relevant Regional Center SMPS Policies

PART 2.9 – FUTURE GROWTH NODE DESIGNATION	
Policy F-1	Staff Comment
<p>The Land Use By-law shall establish two zones that permit new large-scale developments only by development agreement, in accordance Policy F-6. The zones shall permit limited land uses and development opportunities without a development agreement and through the as-of-right process, as follows:</p> <p>a) The Comprehensive Development District 2 (CDD-2) Zone shall be applied to sites that are intended to be developed into large-scale mixed-use communities. In this zone, the only developments permitted without a development agreement shall be limited to commercial uses permitted in the CEN-2 Zone, and any new building or an addition to an existing building shall be:</p> <ul style="list-style-type: none"> i) limited to a maximum floor area of 1,000 square metres and a maximum building height, as shown on Map 4, and ii) located on a lot in existence at the time of the adoption of this Plan; and <p>b) The Comprehensive Development District 1 (CDD-1) Zone shall be applied to sites intended to accommodate limited amount of residential development. In this zone, the only developments permitted without the requirement of a development agreement shall be limited to existing uses and land uses permitted in the ER-1 Zone, and any new building or an addition to an existing building shall be: i) limited to a maximum floor area of 1,000 square metres and a building height, as shown on Map 4, and ii) located on a lot in existence at the time of</p>	<p>The subject site is designated as Future Growth Node and zoned CDD-2. A development agreement application is the subject of this review.</p>

the adoption of this Plan.	
Policy F-3	Staff Comment
<p>The Municipality may establish a master neighbourhood planning program to prepare Site-Specific CDD Development Agreement Requirements for each Future Growth Node, that have not already been completed and are part of this Plan. When considering initiating these master neighbourhood planning exercises, Council may consider the following:</p> <ul style="list-style-type: none"> a) opportunities to coordinate master neighbourhood planning with transportation network investments; b) the need to enable additional development opportunities in the local area containing the specific Future Growth Node, and in the Regional Centre generally; and c) the readiness of private land owners to proceed with development. 	<p>Site specific CDD Development Agreement requirements have been completed for the Dartmouth Cove FGN as a part of this Plan.</p>
Policy F-5	Staff Comment
<p>Council may only consider development agreement applications for the development of a Future Growth Node when Site-Specific CDD policies have been adopted in this Plan.</p>	<p>Site specific CDD Design Requirements have been adopted as Policy F-11 of the Regional Centre SMPS.</p>
Policy F-6	Staff Comment
<p>Subject to Policy F-5, in considering a development agreement for any lands zoned CDD-2 and CDD-1, Council shall consider the following:</p>	
<ul style="list-style-type: none"> a) the applicable Site-Specific CDD Requirements set out in Section 2.9.1 of this Plan; 	<p>See site specific review under Policy F-11.</p>
<ul style="list-style-type: none"> b) all applicable policies of the Regional Plan and of this Plan; 	<p>The proposal adheres the intent of the Regional Plan and RCSMPS.</p>
<ul style="list-style-type: none"> c) the subdivision of land; 	<p>No subdivision is proposed with this application.</p>

<p>d) the phasing of development;</p>	<p>There is no phasing required with this application.</p>
<p>e) the proposed development's road and walkway network, and the location of transit facilities;</p>	<p>This proposal is a single site development and as such no new roads or transit facilities are proposed with this application.</p> <p>The proposal includes direct connections to Martin Park from the building and from the street network.</p> <p>The site is within the Dartmouth Cove Development Charge Area as established through By-Law D-600, which is a Development Charge By-law to fund the Patuo'qn Street (formally Dundas Street) Extension. The subject property is required to contribute to the cost sharing, as per the formula in the By-law.</p>
<p>f) the adequacy of public parks, open spaces and community facilities that meet the objectives of this Plan and the requirements of the Regional Subdivision By-law;</p>	<p>No public park space has been proposed however the site is adjacent to Martin's Park and Policy F-11(d)(iv) requires the development to provide appropriate setbacks from Martin's Park and active edges to the park. Policy F-11(h)(iii) requires that the development enhances Martin's Park and must include a new trail link and pedestrian oriented uses to overlook the Canal. Policy F-11(iv) requires commercial uses along the pathway abutting Martin's Park. Provisions are within the DA that require these park connections and land uses.</p>
<p>g) the built form and land use requirements applied to the site through references to appropriate zones and sections of the Land Use By-law, including site plan approval provisions, with limited site specific adjustments to meet the applicable Site-Specific CDD Requirements set out in Section 2.9.1 of this Plan;</p>	<p>The development agreement requires that the proposal adhere to the RCLUB, specifically, the CEN-2 zone. Exceptions can be considered provided they are limited in nature and are necessary to meet site specific policy requirements. A number of exceptions to the zone have been proposed to meet the requirements of Section 2.9.1. Specifically, the FAR, Building Dimensions, Streetwall Stepback, Tower Side Yard Setback, and Balcony encroachment variations are to ensure the density sought and permitted for the site (established under</p>

Policies F-11(d) and F-11(l), and Map 13) are met. The Martins Park Setback variation is to ensure Policy F-11(d)(iv) is met. These variations entail the following :

FAR Variation - This site is divided into a maximum FAR of 5.25 facing Canal Street and 3.25 facing Martins Park. The RCLUB permits any portion of a lot acquired for right of way expansion to be used in FAR calculations. As such, the lot area used to determine the GFA established in the agreement includes those lands acquired for the Patuo'qn Street (formally Dundas) Extension. This results in a maximum buildable area of 23,169.25 metres squared. This variation allows flexibility in the distribution of the building area while still ensuring the building heights and form envisioned for the Dartmouth Cove area are adhered to.

Building Dimensions - The applicant has requested a variation to exceed the maximum building dimension of 64 metres established in the LUB for the Centre-2 Zone. The variation is requested to provide a continuous streetwall along the Patuo'qn Street Extension and recognize the irregular lot shape due to the Patuo'qn Street Extension Transportation Reserve land acquisition. In exchange for this variation the development agreement requires that the massing of the building be broken up by changes in building form and designed to make the building look like it consists of two or more distinct buildings.

Martins Park Setback - The development agreement requires a building setback (both above and below ground) of 6 metres from the shared property boundary with Martins Park. This setback is required to allow for adequate design and grade alteration to ensure a complimentary interaction between the building and Martins Park.

	<p><u>Streetwall Stepback, Tower Side Yard Setback, and Balcony encroachment</u> - Site specific regulations for streetwall stepback, tower side yard setback, and balcony encroachments are provided in the development agreement for the high-rise portion of the development to achieve the overall density and built form objectives of the Dartmouth Cove FGN, while also ensuring good design that aligns with standards and intent of the Regional Centre SMPS and LUB. The site-specific regulations in the development agreement compared to the regulations of the LUB are found in the staff report. Staff are of the opinion that the requests are minor in nature and any potential consequential wind or shadow impacts will be addressed through the wind impact and shadow assessment requirements of the Regional Centre LUB.</p>
<p>h) the identification of any Pedestrian-Oriented Commercial Street, Waterfront View Corridor, and View Terminus Site;</p>	<p>Policy F-11 outlines the requirements for Pedestrian-Oriented Commercial Streets within the Dartmouth Cove FGN. The development agreement requires both Canal Street and Patuo'qn Street Extension Transportation Reserve to function as Pedestrian-Oriented Commercial Streets. Waterfront View Corridors and View Terminus Sites are identified in the LUB and none are applicable to the site.</p>
<p>i) provisions to comply with the Pedestrian Wind Impact Assessment Protocol and Performance Standards, and the Shadow Impact Assessment Protocol and Performance Standards of the Land Use By-law;</p>	<p>The development agreement contains provisions that the development of the site comply with the appropriate standards of the Regional Centre Land Use By-law.</p>
<p>j) provisions for incentive or bonus zoning, consistent with Part 9 of this Plan and the method for calculating bonus zoning values set out in the Land Use By-law;</p>	<p>The development agreement requires a public benefit contribution, prior to the issuance of a development permit. At least 60% of the contribution must be dedicated to affordable housing. The Land Use By-law requires the municipality to use money dedicated for affordable housing towards the rehabilitation</p>

	of existing affordable units, acquisition of new buildings, units or properties for affordable housing, the creation of new units by a not-for-profit organization or registered charitable organization, or in accordance with a housing agreement as set out in the <i>HRM Charter</i> . The remaining 40% of the public benefit may be dedicated to affordable housing, or as money-in-lieu for affordable community or cultural indoor space, conservation of a registered heritage building, public art, or municipal park improvements, or public art on the site.
k) impacts to Municipal infrastructure and the need, if any, to concurrently approve by-laws to pay for growth related municipal infrastructure;	On August 23, 2022 Regional Council approved By-Law D-600, which is a Development Charge By-law to fund the Patuo'qn Street (formally Dundas Street) Extension. The subject property is required to contribute to the cost sharing, as per the formula in the By-law.
l) the distribution of overall densities intended for the Node, and between different development blocks, phases and land owners;	This has been addressed under site specific policy F-11.
m) provisions to enable discharging the agreement when all terms and obligations are fulfilled; and	The development agreement contains provisions that allow the municipality to discharge the agreement.
n) the general development agreement criteria set out in Policy IM-7 in Part 9 of this Plan.	See the review for Policy IM-7 below.
Policy F-7	Staff Comment
Upon the completion of subdivision and other terms of a CDD development agreement, Council may discharge the development agreement and amend this Plan and Land Use-Bylaw to continue to regulate land use and built-form in the Node over the long term. These Plan and Land Use Bylaw amendments are intended to apply land use designations, floor area ratio or maximum building height requirements, zoning, and built form controls that are consistent with the approved Site	The development agreement references the CEN-2 zone of the Regional Centre Land Use By-law. Upon fulfillment of the development agreement, it may be discharged, and the CEN-2 zone may be applied to the lands. The CEN-2 zone, and the proposed variations to the zone, meet the Dartmouth Cove CDD development agreement policies.

Specific CDD development agreement policies.	
PART 2.9.1.4 - DARTMOUTH COVE LANDS	
Policy F-11	Staff Comment
When considering a development agreement for the Dartmouth Cove Future Growth Node, Council shall consider Policy F-6, and the following:	
<p>a) The proposed layout of streets, precincts, pedestrian paths, view corridors, and open spaces is generally consistent with Map 13;</p>	<p>The existing lot street layout, precincts, pedestrian paths, view corridors and open spaces are generally consistent with Map 13.</p> <p>Map 13 identifies an existing multi-use trail to the east of the site on HRM owned land. The development agreement will include provisions to ensure the building will match the future grade of Martin’s Park and provide active uses along the park pathway. Blank or inactive foundation walls facing the park will not be supported.</p> <p>As per Map 15 of the RCSMPS, this site does not fall within any of the Dartmouth View Planes.</p> <p>Map 9 of the RCSMPS identifies 2 view corridors within Dartmouth Cove, one along Canal Street and one along Maitland Street. The proposed development does not impact these corridors.</p>
<p>b) The transportation network prioritizes walking, the easy use of mobility devices, cycling, and transit use by creating a street and pedestrian pathway network through the development of new public roads, public pathways and private amenity space, as generally shown on Map 13;</p>	<p>There are no new public streets within this proposal. Right of way for the Patuo’qn Street Extension has been established. The development agreement requires both street frontages to be pedestrian oriented connecting to a pedestrian pathway/existing multi-use trail within Martin’s Park.</p>
<p>c) Buildings and public infrastructure area located to mitigate potential sea level rise and storm surge risks in vulnerable areas by:</p> <p>i) designing and locating roads, public parks and other public</p>	<p>i) Part of the redevelopment of the Dartmouth Cove FGN includes creating a new street grid and extending Dundas Street (Patuo’qn) across Alderney Drive. This work also includes raising the elevations of existing and new streets to meet the elevations established in the LUB</p>

<p>infrastructure to minimize risks of damage caused by future sea level rise and storm surges,</p> <p>ii) improving geotechnical conditions, providing development sites, and raising the elevation of developments in response to sea level rise,</p> <p>iii) providing gentle slopes wherever possible, and</p> <p>iv) minimizing the use of retaining walls and the view of retaining walls from public parks and streets.</p>	<p>regarding future sea level rise. This work will be completed outside of this development agreement.</p> <p>ii) The development agreement requires the project to meet the coastal elevation requirements of the LUB.</p> <p>iii) Given the status of the design work for the Patuo'qn Street Extension, the future grading of Martin's Park is currently unknown. The development agreement requires a building setback (both above and below ground) of 6 metres from the shared property boundary with Martins Park. This setback is required to allow for adequate design and grade alteration to ensure a complimentary interaction between the building and Martins Park.</p> <p>iv) The development agreement not only requires the building be designed to meet the future grades of the Patuo'qn Street (formally Dundas Street) extension but also that this façade meet the design requirements of the LUB for pedestrian oriented streets. Additionally, the agreement requires a 6m setback from Martins Park to allow for adequate grade alteration to minimize the need for retaining walls. The development agreement requires the grades to be determined in consultation with HRM Engineering and Parks and Recreation.</p>
<p>d) Site and building design support a compact, mixed-use neighbourhood, generally consistent with built forms illustrated on Map 13, and by:</p> <p>i) generally meeting the built form regulations as set out in the Land Use By-law,</p> <p>ii) Repealed (RC-Jul 12/22;E-Aug 22/22)</p> <p>iii) preserving or creating views of St. James's Church View Terminus</p>	<p>i) The development agreement requires the development meet the requirements of the RCLUB and the CEN-2 Zone, apart from several exemptions. The exemptions are largely due to the property acquisition for the Patuo'qn Street (formally Dundas Street) Extension. The street extension has reduced the site's ability to achieve the density available to it, therefore minor variations were permitted. Staff believe the exemptions aid the site in achieving the intent and objectives of the Dartmouth</p>

<p>Site and of the Harbour, and any waterfront view corridors identified in this Plan</p> <ul style="list-style-type: none"> iv) providing appropriate setbacks from Martin’s Park, and building and open space designs that provide active edges to the park v) providing wider setbacks along the length of Maitland Street to preserve or create views of the Harbour, and vi) considering risks, impacts and opportunities associated with the active rail line and Harbour-related businesses. 	<p>Cover Future Growth Node.</p> <ul style="list-style-type: none"> ii) Repealed. iii) View terminus sites on Schedule 25 of the RCLUB are not impacted by this proposal. The Canal Street and Maitland Street View Corridors as identified on Map 16 of the RCSMPS are also not impacted. iv) The development agreement requires a 6m setback from Martin’s Park in addition to requiring active uses along the ground floor facing the shared property line v) Not applicable as property does not front Maitland Street. vi) Not applicable as property’s proximity to these uses is not a concern.
<ul style="list-style-type: none"> e) New or improved public parks and open spaces provide: <ul style="list-style-type: none"> i) a focal point for the community, ii) space for a diverse range of activities, and iii) connections to existing active transportation networks; 	<p>This is a single site development so no new municipal park space is being provided or is required. However, the development will improve and enhance the existing Martins Park by providing a cohesive grade interaction with Martins Park bringing active uses to the shared property line</p>
<ul style="list-style-type: none"> f) Green stormwater infrastructure is incorporated in site design by: <ul style="list-style-type: none"> i) providing porous paving, roof gardens and street level rain gardens; and ii) landscaping and tree planting to achieve Urban Forest Master Plan tree canopy objectives; 	<p>The land use by-law requires all flat roofs to be landscaped and encourages green infrastructure design. Additionally, the development agreement requires that landscaping and tree planting be chosen in consultation with HRM Parks and Recreation to ensure proper tree canopy and species selection.</p>
<ul style="list-style-type: none"> g) For Precinct 1, the development: <ul style="list-style-type: none"> i) supports continuous pedestrian-oriented commercial uses such as retail and restaurants with patios along the ground floors facing Canal Street to animate the greenway and stimulate pedestrian movement between 	<ul style="list-style-type: none"> i) the development agreement requires both Canal Street and Patuo’qn Street (formally Dundas Street) Extension to house pedestrian-oriented commercial uses on the ground floor. ii) Opportunities for public art can be found within the at-grade open space along Patuo-qn Street (see Section 3.4.6 of

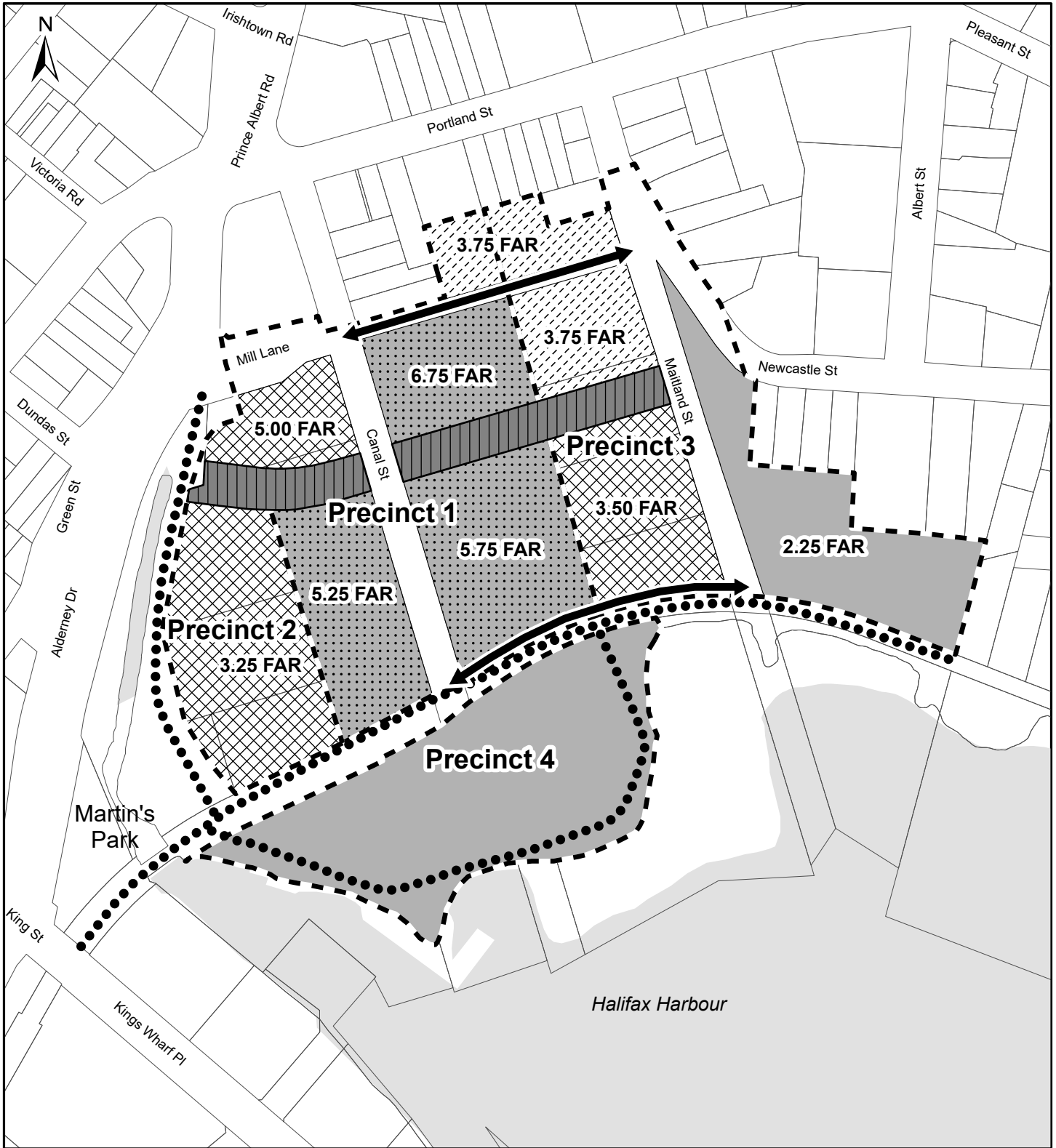
<p>the waterfront and Portland Street;</p> <ul style="list-style-type: none"> ii) identifies opportunities for public art sites, iii) protects space for a potential transit shelter where Canal Street intersects with the rail line, iv) locates mid-rise, tall mid-rise and high-rise buildings to provide a sense of enclosure and to encourage optimal use of the greenway, and v) steps building heights down to the waterfront and to Portland Street. 	<p>DA) or within the yard abutting Martin's Park (see Section 3.4.3). Public art will only be required if chosen as a form of public benefit, as per the density bonusing requirements.</p> <ul style="list-style-type: none"> iii) Not applicable. iv) The agreement requires tall mid-rise and high-rise portions of the building to be located as per Map 13. v) Building Heights are established through Map 13, which is carry forward in the development agreement.
<ul style="list-style-type: none"> h) For Precinct 2, the development: <ul style="list-style-type: none"> i) provides for pedestrian-oriented commercial uses within buildings that frame the street and support access to the Canal, ii) provides grading that minimizes steep slopes and enables further development on nearby parcels, iii) enhances Martin's Park including a new trail link, new public art sites, and an opportunity for pedestrian-oriented commercial uses overlooking the Canal, iv) provides commercial uses along the pathway abutting Martin's Park, including retail, restaurants with patios, as well as work/live units, and v) provides access to the Canal; 	<ul style="list-style-type: none"> i) the development agreement requires both Canal Street and Patuo'qn Street (formally Dundas) Extension to house pedestrian-oriented commercial uses on the ground floor. ii) The development agreement requires the building to meet street line grades and that all final grades within the setback from Martins Park must be complementary and minimize steep slopes, as determined by HRM staff at permitting. iii) The development agreement requires pedestrian-oriented commercial uses, grade-related dwelling units, or work-live units along the ground floor facing the shared property line with Martins Park. It also includes the requirement for landscaping Lastly, the development agreement requires both street frontages to be pedestrian oriented connecting to a pedestrian pathway/existing multi-use trail within Martin's Park. iv) Provided, as per point above. v) Access to the Canal is achieved through a on-street connection on the Patuo'qn

	Street (formally Dundas Street) Extension. Further connection along the shared property line will be dependent on grades and determined at detailed design in consultation with HRM Parks and Recreation.
i) For Precinct 3... j) For Precinct 4...	Not applicable as this site is not within Precinct 3 or 4.
k) Within Precincts 1, 2 and 3, light industrial and research and development uses may be permitted provided potential conflicts with residential uses are managed through controls related to the size, nature, building design, and hours of operation of the proposed light industrial uses; and	Permitted uses are those of the Centre-2 zone, which includes research and development uses, subject to the controls of the zone and LUB.
l) The permitted density for each precinct Precincts 1, 2 and 3 shall be reasonably consistent with the maximum floor area ratios contained on Map 13;	The density outlined on Map 13 has been carry forward through the development agreement. The street extension has reduced the site's ability to achieve the density available to it, therefore minor variations were permitted to building form to ensure the permitted density was achieved. In addition, the RCLUB permits any portion of a lot acquired for right of way expansion to be used in FAR calculations. As such, the lot area used to determine the floor area established in the development agreement includes those lands acquired for the Patuo'qn Street (formally Dundas Street) Extension.
m) The development permitted density within Precinct 4 shall be reasonably consistent with the maximum building height and other built form provisions; and	Not applicable.
n) Development on any infilled lands in the Halifax Harbour abutting the Dartmouth Cove area shall be considered under this policy.	Not applicable.




PART 9.5 DISCRETIONARY APPROVALS






Policy IM-7	Staff Comment
<p>In considering proposals to amend the Land Use By-law, amend the zoning boundaries, or enter into development agreements, Council shall consider that:</p>	
<p>a) the proposal is consistent with the Vision, Core Concepts, Urban Design Goals, and all applicable objectives and policies set out in the Regional Plan and this Plan;</p>	<p>The proposal meets the objectives of the Dartmouth Cove Future Growth Node policies and is consistent with the intent of both the Regional Plan and this SMPS.</p>
<p>b) the proposal is appropriate and not premature by reason of:</p> <ul style="list-style-type: none"> i) the financial capacity of the Municipality to absorb any costs relating to the development, ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems, iii) the proximity of the proposed development to schools, parks, and community facilities, and the capability of these services to absorb any additional demands, iv) the adequacy of transportation infrastructure for pedestrians, cyclists, public transit and vehicles for travel to and within the development, and v) the impact on registered heritage buildings, heritage streetscapes, and heritage conservation districts; 	<ul style="list-style-type: none"> i) No costs to the municipality for this specific development have been identified. ii) No concerns were identified regarding the capacity of sewer or water. Detailed review will be completed at the permitting stage and any required upgrades will be the responsibility of the property owner/developer. iii) The site is within the Dartmouth High Family of Schools which, according to the HRCE 2022 Outlook, have capacity. The application was circulated to HRCE but no response was received. The site is centrally located within greater Downtown Dartmouth with access to recreation facilities, parks, and community facilities. iv) the site is well serviced and in proximity to active transportation, transit, and collector roads/infrastructure. v) There are no heritage resources in proximity to this development.
<p>c) the subject lands are suitable for development in terms of the steepness of grades, soil and geological conditions, locations of watercourses, wetlands, and susceptibility to flooding;</p>	<p>No concerns identified. The property will be subject to the coastal elevation, sea level rise, and storm surge provisions of the RCLUB.</p>
<p>d) that development regulations in the</p>	<p>i) Use is regulated by the development</p>

<p>proposed rezoning or development agreement will adequately mitigate potential conflict between the proposed development and nearby land uses, by reason of:</p> <ul style="list-style-type: none">i) type of use(s),ii) built form of the proposed building(s),iii) impacts on adjacent uses, including compatibility with adjacent residential neighbourhoods, parks, community facilities, and railway operations,iv) traffic generation, safe access to and egress from the site, and parking,v) open storage and signage, andvi) impacts of lighting, noise, fumes and other emissions.	<p>agreement, which requires the property adhere to the requirements of the Centre-2 Zone of the RCLUB.</p> <ul style="list-style-type: none">ii) the development agreement requires the built form to adhere to the requirements of the Centre-2 Zone, with the exception of several variations already outlined.iii) the proposal meets the intent and objectives of the Dartmouth Cover Future Growth Node and the redevelopment policies.iv) no concerns identified. Parking will be required to meet the regulations of the LUB.v) regulated and controlled under the provisions of the LUBvi) regulated and controlled under the LUB and standard HRM by-laws including for noise.
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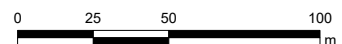


**Map 13: Future Growth Node
Land Use Concept - Dartmouth Cove**

-  Precincts
-  Multi-Use Trail
-  Public Roads, Public Pathways or Private Amenity Space

-  Mixed-Use High-Rise
-  Mixed-Use Tall-Mid-Rise
-  Mixed-Use Mid-Rise
-  Low-Rise to Mid-Rise Commercial/Industrial
-  Dundas Street Transportation Reserve

HALIFAX
Regional Centre
Secondary Municipal
Planning Strategy



Effective: 27 November 2021

HRM does not guarantee the accuracy of any base map representation on this plan.