



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

Item No. 13.1.3
Harbour East Marine Drive Community Council
March 1, 2018

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

SUBMITTED BY: **ORIGINAL SIGNED**

Kelly Denty, Acting Director, Planning and Development

DATE: February 1, 2018

SUBJECT: **Case 21247: Non-substantive amendments to an existing development agreement for lands at 35 Mic Mac Boulevard, Dartmouth**

ORIGIN

Application by Shelley Dickey Land Use Planning requesting non-substantive amendments to an existing development agreement for lands at 35 Mic Mac Boulevard, Dartmouth, to allow for conversion of Kent Home Improvement Centre to office/warehouse use.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Harbour East Marine Drive Community Council:

1. Approve, by resolution, the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A of this report, to allow for the conversion of the Kent Home Improvement Centre to office and warehouse uses at 35 Mic Mac Boulevard, Dartmouth; and
2. Require the amending 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

Shelley Dickey Land Use Planning on behalf of the property owner, J.D. Irving Ltd. has applied for non-substantive amendments to an existing development agreement to convert the current Kent Home Improvement Centre to office and warehouse uses. The property owner intends to discontinue the current retail use on the property and re-purpose the building.

Subject Site	PID 40174294
Location	35 Mic Mac Boulevard
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Commercial under the Dartmouth Municipal Planning Strategy
Zoning (Map 2)	C-3 (General Business), P (Park), and R-3 (Multiple Family Residential) under the Dartmouth Land Use Bylaw
Size of Site	4.32 Hectares (10.69 Acres)
Street Frontage	Approximately 115 metres (337 ft.) on Mic Mac Boulevard and 86 metres (285 ft.) on Horizon Court
Current Land Use	Commercial retail- home and gardening supplies
Surrounding Use	Commercial retail (Mic Mac Mall), and multi-unit residential buildings

Proposal Details

The existing development agreement is specific to the current use and permits only a commercial building for the retail sale of hardware, housewares, building materials, garden supplies and greenhouse plants. The applicant proposes to amend the development agreement to allow conversion of the existing building to either of the following options:

Option A: Internal conversion within the existing building envelope to create a gross floor area of 200,444 square feet (35,373 square feet for warehouse storage and the balance for offices).

Option B: Internal conversion within the existing building envelope to create a gross floor area of 237,032 square feet (offices only - no warehouse use proposed).

The major aspects of the proposal are as follows:

- The building is proposed as an internal conversion with no changes to the building envelope. Floor area increases are accommodated through the addition of an internal second storey;
- The existing greenhouse is to be retained as an employee atrium;
- The outdoor garden is to be converted to a common terrace for employees;
- Vehicle parking is not proposed to change;
- 40 new bicycle parking spaces are introduced;
- Outdoor storage is limited to areas for refuse containers/waste compactor, fuel storage tank, and an electrical transformer;
- Existing walkways (as referred to in the original agreement) are to remain unchanged; and,
- The outdoor canopy is proposed to be removed, and new exterior cladding is made up of glass and aluminum concrete panels.

Existing Development Agreement

On November 7, 1995, Harbour East Community Council approved a Municipal Planning Strategy amendment and Land Use By-law amendment (Planning Case 90520) to re-designate the lands from Residential to Commercial and to enable development agreements.

On February 24, 1997, Harbour East Community Council approved a development agreement (Planning Case 90986) to:

- Permit a commercial building for the retail sale of hardware, housewares, building materials, garden supplies and greenhouse plants;
- Control parking, driveway circulation, trucking circulation, and walkways;
- Control exterior building materials and colours;
- Control landscaping, outdoor storage, signage and hours of operation; and,
- Control environmental protection on site.

Enabling Policy and LUB Context

The subject property is designated Commercial under the Dartmouth Municipal Planning Strategy. The property is zoned R-3 (Multiple Family Residential), P (Park), and C-3 (General Business) under the Dartmouth LUB, which allows for a range of uses including apartment buildings, business and commercial enterprises (excepting some), parks, and recreational fields and facilities (Map 2).

The Commercial designation (Policy C-18) allows for consideration of commercial development by development agreement. Attachment B contains the relevant policy from the Dartmouth MPS along with a staff assessment as to how this proposal adheres to this policy.

COMMUNITY ENGAGEMENT

The community engagement process on this file was consistent with the intent of the HRM Community Engagement Strategy. Signs were erected on the property by the applicant. No comments or calls from the public were received pertaining to the application. There was no mailout or public meeting as the application is for a non-substantive amendment.

The proposal will potentially impact residents residing in surrounding apartment buildings, as well as neighboring Mic Mac Mall.

DISCUSSION

Staff reviewed the proposal and advise that both proposed use options of the proposal are reasonably consistent with the intent of the MPS. A full policy analysis can be found in Attachment B of this report.

Policies IP-1, C-18 and C-19 allow commercial uses by development agreement subject to compatibility with adjacent lands in terms of use, bulk, and scale and provisions for pedestrian safety and movement.

Both proposed use options (office/warehouse or exclusively office) represent a reduction in intensity from the existing retail use which routinely included operation of heavy equipment and outdoor storage. This reduction in intensity should increase compatibility with the adjacent high density residential uses. Both proposed use options also complement the surrounding commercial development.

The proposed exterior building changes are complementary to the surrounding buildings including those on Horizon Court and at Mic Mac Mall. Environmental protection clauses in the agreement created a site disturbance boundary and required adequate erosion and sedimentation controls for the initial construction of the building. The internal conversion will not trigger these provisions and they will remain unchanged.

The exterior dimensions of the building are to remain unchanged. Controls regarding the existing vegetation buffer, pedestrian walkways, hours of operation, truck routing, parking and lot lighting have been included within the amending development agreement to comply with policies C-18 and C-19.

The traffic impact study was reviewed and found acceptable by HRM staff. Staff note the variations in traffic volume resulting from the change in land use should have limited impact.

The proposed amendments are minor and can be applied as non-substantive under Section 14.0 of the original development agreement:

“14.0 Modifications

14.1 The following modifications to this Agreement are deemed to be insubstantial and may be considered by means of a resolution by Harbour East Community Council:

(a) any change in the permitted use of the lands as specified in Section 2.1, except that the following uses are not permitted:

- Drinking establishments;*
- Automotive sales, rental service or repair;*
- Adult entertainment uses and amusement centres;*
- Fast-food restaurants;*
- Outdoor storage and display uses including the temporary use of the lands by activities such as, but not limited to, flea markets and amusement fairs;*
- Industrial uses;*

(b) changes to the building’s exterior design, size, materials, location on the site, or colour of the main walls (excluding accent trim colours), as specified in Section 3.0”;

(c) any changes in the location of the walkway and associated landscaping connecting the Horizon Court roadway to the building, as illustrated by Schedule “B”. Such relocation may be considered if and when development plans for the abutting property are presented to the Municipality prior to construction of the walkway by the Developer. The purpose of this relocation would be to coordinate and optimize pedestrian access between the two developments;

(d) any change in the location or nature of outdoor storage or display, as specified in section 10.0;

(e) any change in the signage for the development, as specified in Section 12.0; and

(f) any change in the permitted hours of operation, as specified in Section 13.0.”

Proposed Amending Agreement

The attached amending development agreement will permit a commercial office/warehouse building at a maximum gross floor area of 240,000 square feet (22,297 sq.m.) as well as vehicle parking, circulation areas, open space buffers, landscaping, and walkways. Changes to building materials, outdoor storage, signs, and hours of operation have been included within the amending development agreement, as well as the introduction and regulation of bicycle parking.

Attachment A contains the proposed amending development agreement and the conditions under which the development may occur. The proposed development agreement reflects minor text changes and replaces Schedules “B” and “C”.

Conclusion

Staff reviewed the proposal in terms of all relevant policy criteria and advise that both proposed use options are reasonably consistent with the intent of the MPS. Therefore, staff recommend that Harbour East Marine Drive Community Council approve the proposed amendment to the original 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 2017-18 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 amending 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 amending agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or a 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 amending 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

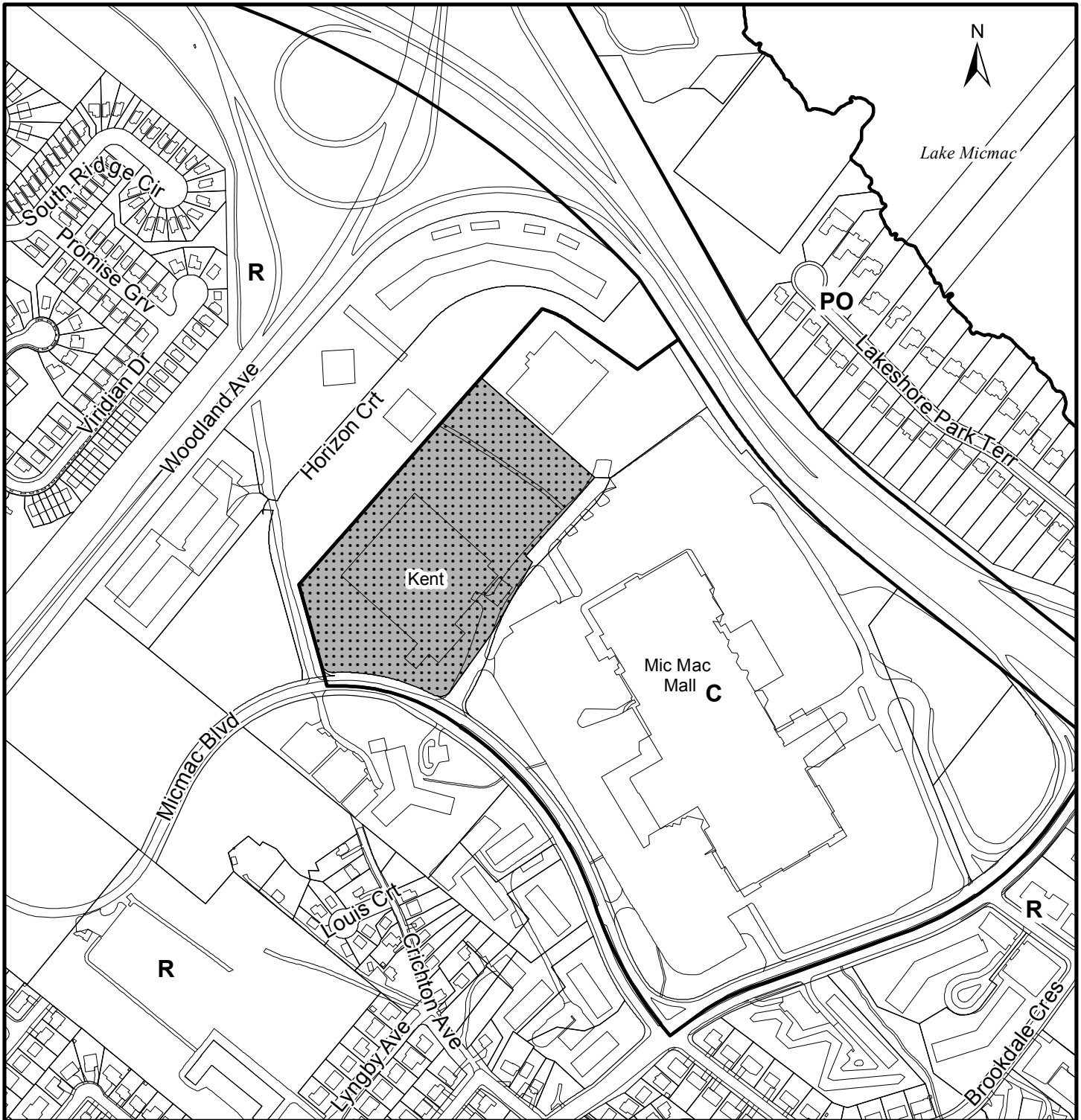
Map 1:	Generalized Future Land Use
Map 2:	Zoning
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Review of Relevant Dartmouth MPS Policies

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

Report Prepared by: Brittney MacLean, Planner II, Current Planning, 902.490.7175

ORIGINAL SIGNED

Report Approved by: Steve Higgins, Acting Manager of Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

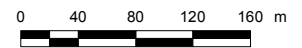
35 Mic Mac Blvd.
Dartmouth

HALIFAX

 Subject Property

Designations

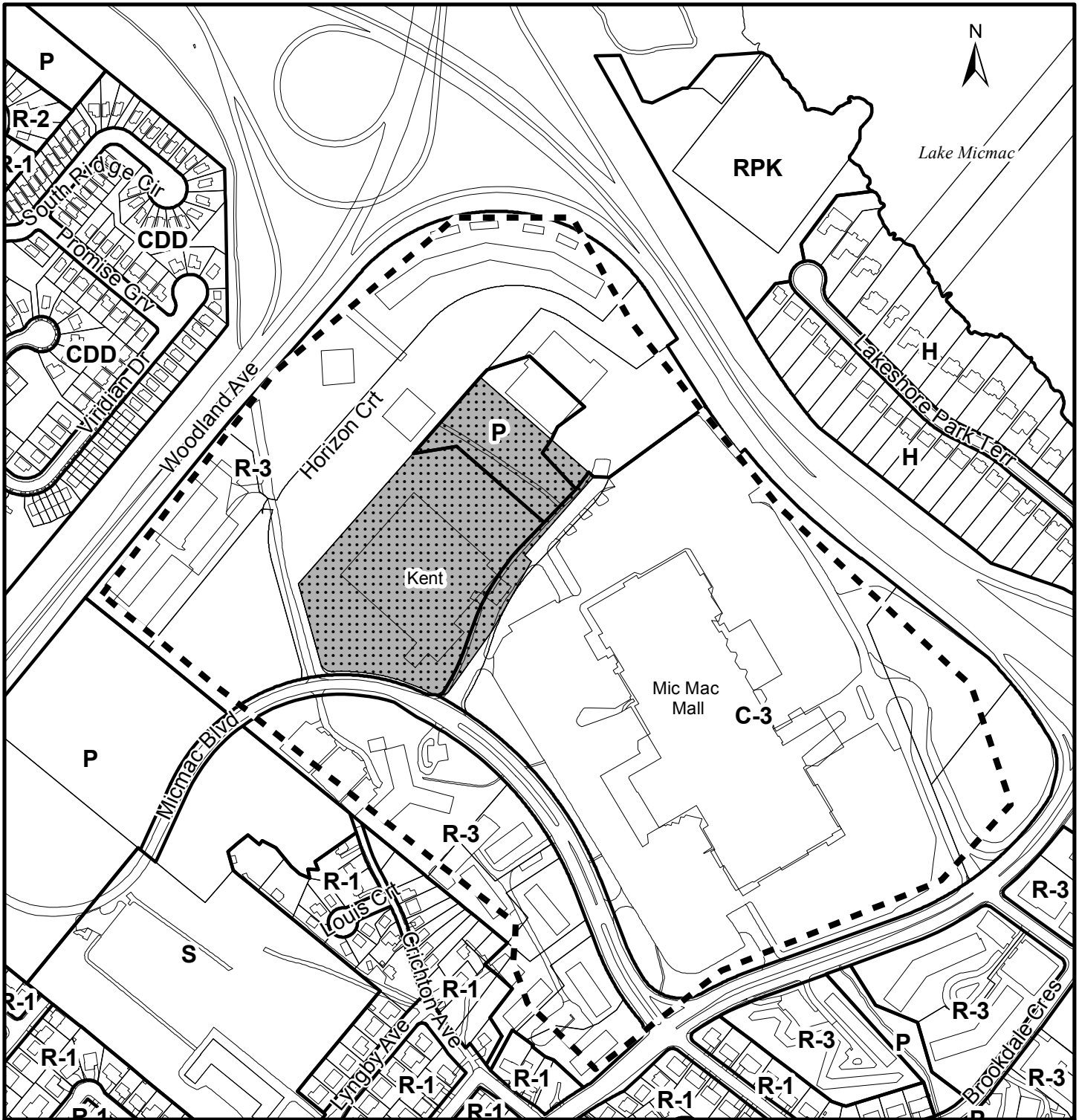
- R Residential
- C Commercial
- PO Park & Open Space



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

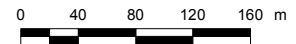
35 Mic Mac Blvd.
Dartmouth

-  Subject Property
-  Area of Notification

Dartmouth
Land Use By-Law Area

Zone	
R-1	Single Family Residential
R-2	Two Family Residential
R-3	Multiple Family Residential (Medium Density)
H	Holding
CDD	Comprehensive Development District
C-3	General Business
RPK	Regional Park
P	Park
S	Institutional

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 First Amending Agreement to the Existing Development Agreement

THIS FIRST AMENDING AGREEMENT made this day of , 2018,

BETWEEN:

J.D. Irving Limited

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 within Dartmouth which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Lands were conveyed to J.D. Irving Limited by Warranty Deed dated March 12, 1997, which said Warranty Deed was registered at the Halifax County Registry of Deeds on March 20, 1997 as Document Number 11899 in Book Number 6030 at Pages 443-446;

AND WHEREAS the former Harbour East Community Council of the Municipality approved an application to enter into a development agreement to allow for a commercial building used for the retail sale of hardware supplies, housewares and building materials, plus attached areas used for the retail sale of garden supplies and greenhouse plants (municipal reference number 90520), which said Development Agreement was registered at the Halifax County Registry of Deeds on March 10, 1997 as Document Number 10200 in Book Number 6025 at Pages 933 to 960 (hereinafter called the "Original Agreement"); and which applies to the Lands;

AND WHEREAS the Developer has requested amendments to the Original Agreement to allow for the internal conversion of the existing retail building to commercial office and warehouse use (hereinafter called the "First Amending Agreement");

AND WHEREAS the Harbour East Marine Drive Community Council for the Municipality approved this request at a meeting held on XXXX, referenced as Municipal Case Number 21247;

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 First Amending Agreement, all other terms, conditions and provisions of the Original Agreement shall remain in effect.

2. Section 1.1 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

~~Schedule B: Proposed Site/Landscaping Plan~~
~~Schedule C: Building Elevations~~

Schedule B-1 Proposed Site/Landscaping Plan
Schedule C-1 Building Elevations

3. The Original Agreement shall be amended by deleting the following Schedules,

Schedule B: Proposed Site/Landscaping Plan
Schedule C: Building Elevations

And inserting the following Schedules,

Schedule B-1 Proposed Site/Landscaping Plan (attached)
Schedule C-1 Building Elevations (attached)

4. The Original Agreement shall be amended by deleting all text references to Schedules B and Schedule C, and replacing such references with the respective reference to Schedule B-1 and Schedule C-1.

5. Section 2.1.1 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

"2.1.1 "The use of the lands permitted by this Agreement, subject to its terms and illustrated by Schedule "B" are the following:

~~(a) a commercial building used for the retail sale of hardware supplies, housewares and building materials, plus attached areas used for the retail sale of garden supplies and greenhouse plants;~~

(a) a commercial office/warehouse building at a maximum of 240,000 square feet (22,297 sq.m.) of gross floor area.

(b) vehicle parking, **bicycle parking**, and circulation areas; and

(c) open space buffer areas, landscaping and walkways.

6. Section 3.2 of the Original Agreement shall be deleted in its entirety.

7. Section 3.3 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

"3.3 Exterior building materials shall be the following:

(a) Building

- Eastern (front) façade: **one or any combination of: tilt-up concrete panels, Aluminum Composite Panel (ACP), glass**
- Other facades: **one or any combination of: steel cladding,**

- Roof Treatment: **Aluminum Composite Panel (ACP), glass Ethylene Propylene Diene Monomer (EPDM) membrane**

(b) ~~Greenhouse~~ **Atrium**: metal framing enclosed with glass

(c) ~~Garden Centre: asphalt surface enclosed by minimum 12 foot high chain-link fence"~~

8. Section 3.4 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

"3.4 The exterior colour of the building shall be ~~off-white~~ **of neutral tones**. The EPDM roof membrane and HVAC units shall be white or off-white. **Window glass shall not be mirrored.** ~~Green and yellow accent trim is permitted on the front façade only, and changes in accent trim colours may be permitted without the requirement for an amendment to this Agreement.~~

9. Section 4.1 of the Original Agreement shall be amended by inserting the following text shown in bold as follows:

"4.1 On- site **vehicle** parking shall be provided as generally illustrated by Schedule "B" and shall be a minimum of 500 spaces, including a minimum of 10 spaces for handicapped parking. The minimum dimension of a parking space shall be 8 feet by 18 feet, except those spaces required for handicapped parking which shall conform to the requirements of the National Building Code.

10. Immediately following section 4.6 of the Original Agreement, the following text, as shown in bold, shall be inserted:

"4.7 **Bicycle parking shall conform to Land Use By-Law requirements for bicycle parking, excepting that bicycle parking shall be a minimum of 40 bicycle parking spaces, 50% of which are to be Class A, and 50% Class B. Bicycle parking shall not be located at the rear of the building should any portion of the building be used for warehouse use. Class B bicycle parking shall not be located at the rear of the building should the building be used solely for office use."**

11. Section 10.1 of the Original Agreement shall be deleted in its entirety, and replaced with the following text as shown in bold:

"**10.1 No outdoor storage of good or materials shall be permitted on the lands, except within the rear of the building. Outdoor storage within the rear of the building shall be limited to areas for refuse containers/waste compactor, fuel storage tank, and an electrical transformer."**

12. Section 10.2 of the Original Agreement shall be deleted in its entirety.

13. Section 12.1 of the Original Agreement shall be deleted in its entirety, and replaced with the following text shown in bold:

"**12.1 One (1) fascia sign shall be permitted per tenant. Each fascia sign shall be no larger than 300 square feet (27.9 square meters) in area. A maximum of two (2) ground signs shall be located on the lands which shall meet sight line requirements approved by the Development Engineer."**

14. Section 13.1 of the Original Agreement shall be deleted in its entirety, and replaced with the following text as shown in bold:

“13.1 Shipping and receiving for warehouse use shall only take place between 7:00 a.m. and 9:30 p.m. daily.”

15. Section 13.2 of the Original Agreement shall be deleted in its entirety.

WITNESS that this First Amending Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

Witness

<INSERT REGISTERED OWNER NAME>

Per: _____

Per: _____

=====

SEALED, 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

Per: _____
Mayor

Per: _____
Municipal Clerk




PARKING TOTAL: 494 (front)
16 (rear)
510 TOTAL

(INCLUDES 10 BARRIER-FREE SPACES)

LANDSCAPING:

- EXISTING TREES
- ADDITIONAL TREES
- GRASSED AREAS



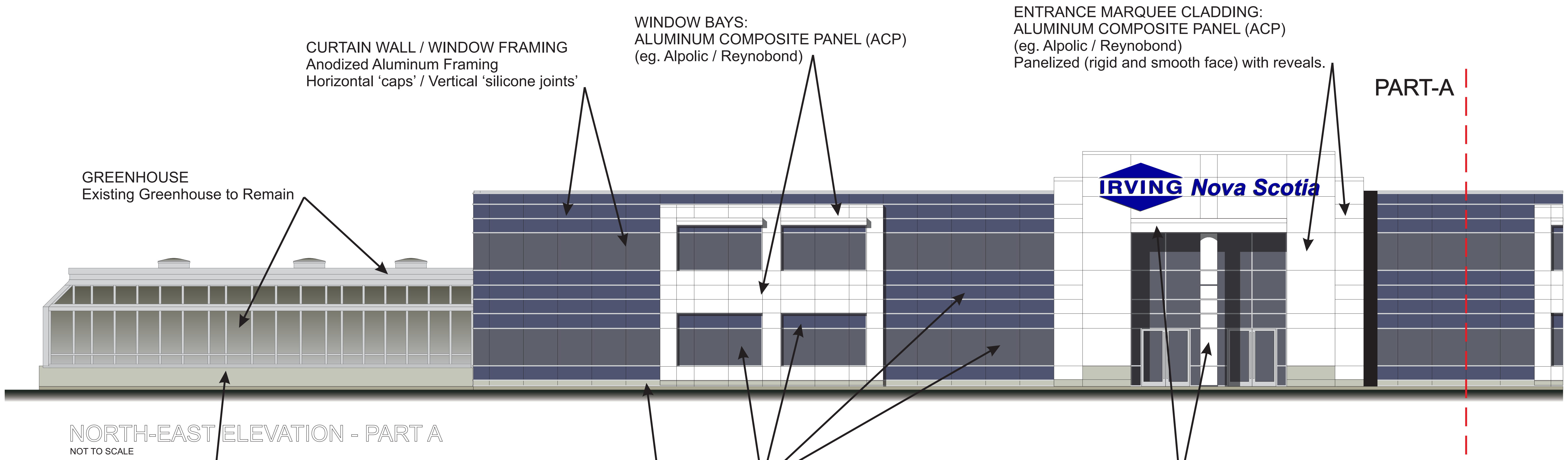
MIC-MAC OFFICE BUILDING - DARTMOUTH, NOVA SCOTIA

SITE PLAN

SCALE 1/32" = 1'-0"

NOVEMBER 28, 2017 PROJECT NO. A1701





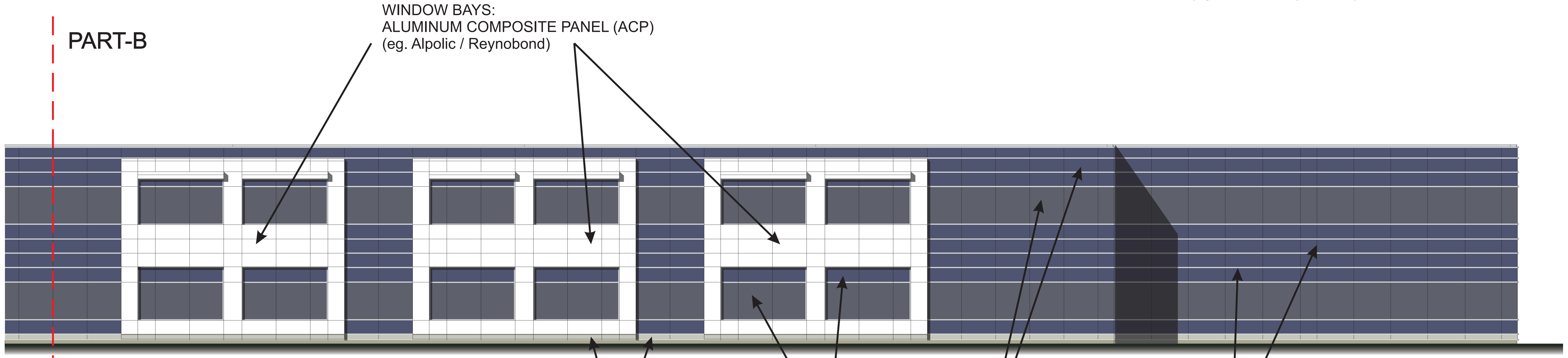
NORTH-EAST ELEVATION - PART A
NOT TO SCALE

GREENHOUSE
Existing Masonry Base to Remain

BUILDING FACADE BASE:
ALUMINUM COMPOSITE
PANEL (ACP)

GLASS:
VISION GLASS and
NON-VISION GLASS glass spandrel panels
with opaque film (interior surface) for glass appearance

ENTRANCE CANOPY and COLUMN
SURROUND ALUMINUM COMPOSITE
PANEL (ACP)
(eg. Alpolic / Reynobond)

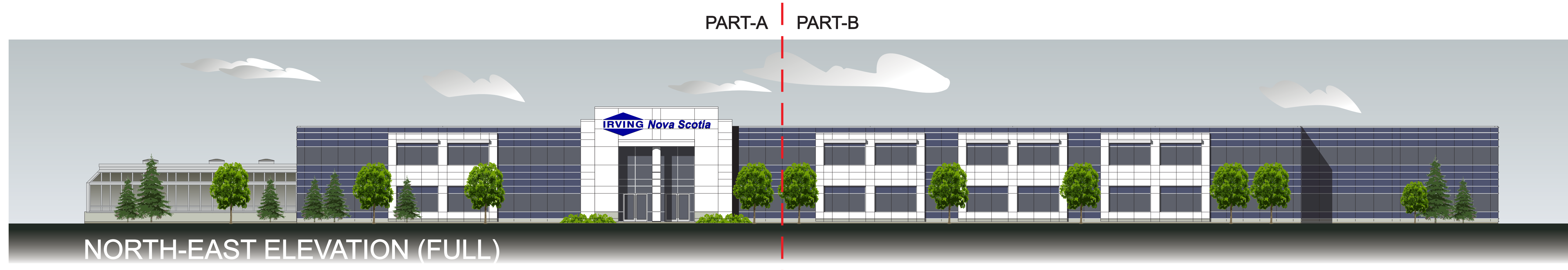


NORTH-EAST ELEVATION - PART B
NOT TO SCALE

BUILDING FACADE BASE:
ALUMINUM COMPOSITE
PANEL (ACP)

GLASS:
VISION GLASS and
NON-VISION GLASS glass spandrel panels
with opaque film (interior surface) for glass appearance

CURTAIN WALL / WINDOW FRAMING
Anodized Aluminum Framing
Horizontal 'caps' / Vertical 'silicone joints'



NORTH-EAST ELEVATION (FULL)

MIC-MAC OFFICE BUILDING - DARTMOUTH, NOVA SCOTIA

ELEVATION

SCALE 1/16" = 1'-0"
NOVEMBER 28, 2017 PROJECT NO. A1701



Attachment B
Review of Relevant Dartmouth MPS Policies

Policy	Staff Comment
<p>Policy C-18 <i>It shall be the intention of City Council to consider commercial development, including regional retail facilities, by development agreement, on land that is designated Commercial and shown on Map 9i. In considering the approval of such agreements, Council shall include the consideration of matters which reduce the effects of commercial development and operations on adjacent residential uses, including but not limited to:</i></p> <p><i>(i) buffering and separation distances;</i></p>	<p>The proposal retains the existing landscaped area and mature trees buffering the use from Mic Mac Boulevard and Horizon Court. There is also a fence along the north property line providing buffering of the site and the truck lane. These changes are enabled as non-substantive under the allowances of the Development Agreement and comply with policy.</p>
<p><i>(ii) the preservation of mature vegetation and other desirable natural features;</i></p>	<p>See (i) above.</p>
<p><i>(iii) hours of operation;</i></p>	<p>The amending development agreement will reflect changes in hours of operation as the use is proposed to change from retail to office use, which warrants a change. The amending development agreement will limit shipping and receiving for warehouse use to only take place between the hours of 7:00am and 9:30pm as to minimize disturbance to surrounding residential buildings.</p>
<p><i>(iv) landscaping of the site and parking lots;</i></p>	<p>The proposal shows a retention of the perimeter-defining green space along the roadway. The retention and introduction of additional trees along parking lot islands as well as the introduction of a new green space at the front of the store will enhance the existing parking lot. The sidewalk proposed to be incorporated into the front greenspace improves connectivity through the site to surrounding uses. The changes comply with policy to a greater extent than provided in the existing agreement.</p>
<p><i>(v) truck routes;</i></p>	<p>No change from the existing agreement.</p>
<p><i>(vi) maintenance of the site;</i></p>	<p>No change from the existing agreement.</p>
<p><i>(vii) limitations on outdoor storage, display and uses;</i></p>	<p>In the current agreement restricts outdoor storage to the rear of the building. These provisions include refuse containers/waste compactor, fuel storage tank, and an electrical</p>

	<p>transformer. The amending agreement will not change those permitted types of outdoor storage located within the rear of the building.</p> <p>Outdoor display is currently limited to the space immediately abutting the front façade under the current front canopy. The proposal does not identify any outdoor storage and specifically identifies that no outdoor storage or display will be placed at the front of rear of the building.</p>
<p><i>(viii) architectural considerations (refers to compatibility as it relates to adjacent neighbourhoods); and</i></p>	<p>The revised building design incorporates tinted vision glass and neutral aluminum composite panels into the much of the main façade. The design visually reinforces the main entrance and incorporates four large window bays which project out from the façade.</p> <p>Proposed building material colours are complimentary to the surrounding apartment buildings located along Horizon Court, and to Mic Mac Mall’s exterior. The amending development agreement will regulate colours and building materials to ensure they are complimentary to the surrounding neighborhood.</p>
<p><i>(i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).</i></p>	<p>See IP-1 (c) below.</p>
<p>Policy C-19 <i>Notwithstanding Policy C-18 no development agreement on the lands shown by Map 9(i) shall permit the following:</i></p> <p><i>(a) automotive sales, rental, service or repair uses;</i> <i>(b) drinking establishments, adult entertainment uses, amusement centres and fast food restaurants;</i> <i>(c) except for uses which are accessory to the main use of the land, outdoor storage and display uses, including temporary uses such as flea markets and amusement fairs; and</i> <i>(d) industrial uses.</i></p>	<p>The proposed office/warehouse use is not a use which is prohibited by this policy.</p>

Policy	Staff Comment
<p>Policy IP-1 (Implementation Policy) <i>In considering zoning amendments and contract zoning, Council shall have regard to the following:</i></p> <p><i>(1) that the proposal is in conformance with the policies and intent of the Municipal Development Plan;</i></p>	<p>Staff feel that the proposal is in conformance with MPS policies C-18 and C-19 as discussed above.</p>
<p><i>(2) that the proposal is compatible and consistent with adjacent uses and the existing development form in the area in terms of the use, bulk, and scale of the proposal;</i></p>	<p>The proposed commercial office use compliments the surrounding commercial use at the Mic Mac shopping center. Office uses compliment the surrounding retail shops and eating establishments within the mall.</p> <p>The building is proposed to continue to be of a scale which is consistent with the adjacent existing commercial development. The proposed building conversion will have minimal impacts to the external appearance and footprint of the building.</p>
<p><i>(3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries</i></p>	<p>The proposal retains the buffering, landscaping, screening and access control of the original development agreement. The existing mature tree buffer between the existing building and Mic Mac Blvd. is proposed to remain untouched.</p> <p>Additional landscaping between the lands and the Mic Mac Mall roadway is proposed, and existing natural rock features and landscaping between the parking lot and Horizon Court are proposed to remain untouched.</p> <p>The existing and proposed additional buffering, landscaping, screening and access control will reduce potential impact on the surrounding area.</p>
<p><i>(4) that the proposal is not premature or inappropriate by reason of:</i></p> <p><i>(i) the financial capability of the City is to absorb any costs relating to the development</i></p>	<p>There are no costs of this proposal which must be absorbed by the municipality.</p>
<p><i>(ii) the adequacy of sewer and water services and public utilities</i></p>	<p>The site is serviced by municipal sewer and water services.</p>
<p><i>(iii) the adequacy and proximity of schools, recreation and other public facilities</i></p>	<p>N/A</p>

<p><i>(iv) the adequacy of transportation networks in adjacent to or leading to the development;</i></p>	<p>The traffic impact statement concludes that the number of trips generated by office use is not expected to have any significant impacts on adjacent intersections. The changes in traffic volumes resulting from the change in land use should have a limited impact on the traffic flow on the site.</p> <p>It should be noted that the internal roadway system between the Mic Mac Mall and the lands is not owned by HRM. The only HRM infrastructure impacted will be the signalized intersection on Mic Mac Blvd.</p>
<p><i>(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas;</i></p>	<p>The proposal shows no additional site work for the change in use that would lead to negative effects to waterbodies or watercourses.</p>
<p><i>(vii) the presence of natural, historical features, buildings or sites;</i></p>	<p>N/A</p>
<p><i>(viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized</i></p>	<p>N/A</p>
<p><i>(ix) the detrimental economic or social effect that it may have on other areas of the City.</i></p>	<p>N/A</p>
<p><i>(5) that the proposal is not an obnoxious use</i></p>	<p>Office use is not an obnoxious use.</p>
<p><i>(6) that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or near by land uses and public facilities. Such controls may relate to, but are not limited to, the following:</i></p>	<p>The development agreement amendment will ensure compliance with any approved plans.</p>
<p><i>(i) type of use, density, and phasing</i></p>	<p>There are no such emissions from the proposed office use.</p>
<p><i>(ii) emissions including air, water, noise</i></p>	<p>Engineering has commented that the change in traffic volumes resulting from the change in use to commercial offices should have limited impact on HRM roadway operations. No change in HRM owned roadways appear necessary. The traffic</p>

	generation from the office use can also be accommodated without changes to the Mic Mac Mall internal roadway. Proposed parking is adequate to serve both employees and clients of the proposed use, and exceeds the original development agreement provisions for retail commercial use.
<i>(iv) open storage and landscaping</i>	There is no open storage proposed. The newly proposed landscaping in addition to the existing mature landscaping is appropriate to an office use in a commercial node.
<i>(v) provisions for pedestrian movement and safety</i>	The proposal provides a new sidewalk across the entire front of the building as well as crosswalk markings from the existing pathway at Horizon Court and from the building sidewalk to the Mic Mac Mall internal roadway.
<i>(vi) management of open space, parks, walkways</i>	The proposal maintains the existing pedestrian walkway providing access from Horizon Court to Mic Mac Mall across the front of the building.
<i>(vii) drainage both natural and sub-surface and soil-stability</i>	N/A as the site is already fully developed.
<i>(viii) performance bonds.</i>	N/A
<i>(7) suitability of the proposed site in terms of steepness of slope, soil conditions, rock outcroppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors</i>	N/A as the site is already fully developed.