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Item No. 13.1.3
Harbour East Marine Drive Community Council
September 6, 2018

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

SUBMITTED BY: Original Signed

Kelly Denty, Director of Planning and Development

Original Signed

Jacques Dubé, Chief Administrative Officer

DATE: August 20, 2018

SUBJECT: **Case 20541: Development Agreement and Discharging Agreement for Harbour Isle on Marketplace Drive, Dartmouth**

ORIGIN

Application by WSP Canada Incorporated.

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 allow for 6 multi-unit residential buildings and 3 commercial buildings on lands along Marketplace Drive, Dartmouth, 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;
3. Approve, by resolution, the proposed discharging development agreement, which shall be substantially of the same form as set out in Attachment B of this report; and
4. Require that both the discharging development agreement and development agreement be signed by the property owner within 150 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

WSP Canada Inc., on behalf of Harbour Isle Halifax Ltd. and Harbour Isle Hazelton Ltd., has applied to discharge an existing development agreement, on lands along Marketplace Drive, Dartmouth, and enter into a new development agreement. The existing development agreement permits 3 multi-unit residential buildings with limited commercial uses at grade and a publicly accessible waterfront trail. The newly proposed agreement would add lands along Marketplace Drive terminating at Bancroft Lane. The proposed development agreement will continue to permit the 3 multi-unit residential buildings, and would provide additional development rights for 3 further multi-unit residential buildings and 3 commercial buildings.

Subject Site	PID's: 41350497, 41443284, 41443300, 41443292, and 41350489
Location	Marketplace Drive, Seapoint Road, and Wheelhouse Road, Dartmouth
Regional Plan Designation	Halifax Harbour Designation (HARB)
Community Plan Designation (Map 1)	Harbour Related Commercial Residential (HRCR) designation under the Wright's Cove Secondary Planning Strategy (WCSPS) in the Dartmouth Municipal Planning Strategy (MPS)
Zoning (Map 2)	R-3 (Multiple Family Residential) Zone and I-2 (General Industrial) Zone
Size of Site	5.85 hectares (14.5 acres)
Street Frontage	280 meters (919 feet) along Marketplace Drive
Current Land Use(s)	One 13 storey multi-unit residential building with ground floor commercial and townhouse-style units
Surrounding Use(s)	<ul style="list-style-type: none"> - Dartmouth Yacht Club to the north - Vacant industrially zoned lands to the east and south

Proposal Details

The application proposes to enter into a new development agreement. The major aspect of the proposal are as follows:

- **Phases 1 and 2:** Three multi-unit residential buildings with townhouse styled units in the podium, not exceeding a height of 16 storeys and containing a total of 308 dwelling units;
- **Phases 3 to 5:** Three multi-unit residential buildings, not exceeding a height of 16 storeys containing a total of 315 dwelling units;
- **Phase 6:** An office use not exceeding 9,290 sq. meters with building design to be approved through a future non-substantive amendment;
- **Phase 7:** A hotel use containing 175 rooms, and a restaurant use not exceeding 465 sq. meters. Both building designs will be approved through future non-substantive amendment processes;

History: Previous Development Agreements

Development on this site has been previously considered by Council on several occasions with multiple development agreements and amendments being applied to the lands. A summary of previous development approvals for the site is described as follows:

Year	Case	Details
2007	00864	Development agreement enabled 3 multi-unit residential buildings: a 7-storey building (135 units), a 12-storey building (60 units) and a 6-storey building (60 units)
2009	01174	Amending development agreement enabled changes to the site development plan and exterior building design changed (The Hazelton)
2012	16601	Discharge of the previous agreement and approval of a new development agreement enabled a 13 storey multi-unit residential building (90 units) with commercial uses at grade (The Hazelton)

2014	18809	Discharge of the previous agreement and approval of a new development agreement enabled 3 buildings: 1 'residential/commercial building', and 2 multi-unit residential buildings
2017	20540	Amending development agreement enabled subdivision of the lands
2018	21765	Amending agreement enabled extension of the commencement and completion dates

Most recently, the lands have been subdivided in accordance with the existing agreement, and the 13 storey multi-unit residential building with at grade commercial uses (The Hazelton) has been constructed and occupied. The connection of Marketplace Drive to Bancroft Lane, required to allow second access to and from the development, is complete and this infrastructure was turned over to HRM in July 2018. Additionally, portions of the waterfront trail are in place and accessible to the public.

Enabling Policy and LUB Context

The subject property is designated Harbour Related Commercial Residential (HRCD) under the Wright's Cove Secondary Planning Strategy (WCSPS) in the Dartmouth Municipal Planning Strategy (MPS). The properties are zoned R-3 (Multiple Family Residential) Zone and I-2 (General Industrial) under the Dartmouth Land Use Bylaw (LUB).

The R-3 zone permits a variety of residential uses including single family dwellings, two-unit dwellings, townhouses, apartment houses, lodging houses, and group homes, however a multiple family residential development is permitted only by development agreement. The I-2 zone permits 'industrial enterprises except those creating obnoxious uses or uses creating a hazard to the public'. Additionally, commercial uses of the C-3 zone are permitted which include business or commercial enterprises except 'obnoxious uses or uses creating a hazard to the public'.

Policy WC-4 of the Wright's Cove Secondary Plan, and Implementation Policies IP-1(c), IP-1(o), and IP-5 of the Dartmouth MPS allow Community Council to consider commercial uses, institutional uses, offices, hotels, townhouse, apartment buildings, restaurants and public and private recreation uses through the development agreement process. Policy WC-4 provides specific conditions for Council's consideration in the approval of any agreement. Considerations include the following:

- a limitation of 16 storeys in height for any building;
- limitation of residential buildings within 300 feet of Windmill Road;
- residential, institutional or office building design must consider noise mitigation;
- provision for publicly accessible waterfront trail across the lands; and
- provisions to mitigate potential damage from coastal flooding and storm-surge events.

Implementation Policies IP-1(c), IP-1(o), and IP-5 provide matters for Council's consideration for any rezoning or development agreement. Considerations include the following:

- compatibility with adjacent uses in terms of use, bulk and scale;
- provisions for buffering, landscaping, screening and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries;
- types of use, density, phasing;
- provision for pedestrian movement and safety;
- adequacy or proximity of schools, recreation area and other community facilities; and
- suitability of the site relative to environmental conditions such as slope, soil conditions, location of watercourses, or flood prone areas.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement for this application was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, postcards mailed to property owner within the notification area and a public information meeting held on August 10, 2017. Attachment C contains a summary of public information meeting and no concerns have been raised.

Should Community Council decide to proceed with a public hearing, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail. The HRM website will also be updated to indicate notice of public hearing.

A public hearing is not required for the discharging development agreement, as the *Halifax Regional Municipality Charter* provides a mechanism for the Harbour East Marine Drive Community Council to discharge the existing development agreement. Part VIII, Section 244, identifies that Community Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The Charter does not require a public hearing for the discharging of a development agreement, and it may be accomplished by resolution of Community Council.

The proposal will potentially impact local residents and property owners.

DISCUSSION

While it is possible to amend the existing development agreement, the magnitude of the changes in the development proposal would create a complex amending development agreement. Therefore, staff opted to discharge the existing development agreement, and enter into a new agreement.

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

Proposed Development Agreement

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

Phases 1 and 2

- Three multi-unit residential buildings with townhouse styled units in the podium, containing a total of 308 dwelling units.
- The Phase 1 building is 14 storeys and is completed and occupied;
- Buildings in Phase 2 shall not exceed 16 storeys in height each;
- Building design is regulated by building elevations in the agreement;
- Limited ground floor commercial uses, which may be converted to townhouse-style dwelling units;
- Live-work uses is permitted within townhouse-style dwelling units; and
- A publicly accessible waterfront trail to be designed and constructed before the occupancy of any building in Phase 2.

Phase 3 to 5

- Three multi-unit residential buildings, not exceeding a height of 16 storeys each containing a total of 315 dwelling units;
- Building design is controlled through the implementation of built form and architectural requirements which control items such as streetwall design, maximum floor plate area and building separations;

- Townhouse-styled units maybe permitted in the podium, and may include live-work uses;
- Optional commercial uses, which may be converted to office space;
- A minimum of 25% of dwelling units with two or more bedrooms; and
- Amenity space calculated at 10 sq. meters per dwelling until, and each building must include a Fitness or Community Room.

Phases 6 to 8

- Phase 6: an office use not exceeding 9,290 sq. meters
- Phase 7: a hotel use containing 175 rooms;
- Phase 8: a 2-storey restaurant use to not exceed 465 sq. meters;
- The office, hotel and restaurant buildings in these phases must be approved through a future non-substantive amendment to the agreement, to provide detail on the building siting and architectural design controls.
- The option exists for these Phases to be developed for residential use in accordance with the built form and architectural requirements in the development agreement;

General Provisions

- Phasing is included, however there is no required sequence;
- Marketplace Drive is the only public road abutting the property, and all infrastructure to the west is privately owned and maintained;
- Parking will be required as per the Dartmouth Land Use Bylaw, and shall include one space for each residential unit. No minimum parking is required for commercial uses;
- A comprehensive landscape plan for the entire site is included and additional detail will be required for each subsequent phase;
- An interim landscaped area shall be created on Phase 4 until that phase is constructed; and
- The existing waterfront trail will be extended along the entire shoreline of the site, which the developer will construct with an asphalt surface. HRM will be responsible for maintenance.

The following items in the development agreement are identified as non-substantive and can be amended by motion of Community Council without the need for a public hearing:

- Changes to the location and layout of uses and buildings;
- Changes to the design of the building which do not meet the Architectural Requirements provisions;
- Changes to the number of units per phase, but not to the overall total number of units;
- Changes to the requirements for the Waterfront Trail;
- Approval of the site and building design for phases 6, 7 and 8; and
- The granting of an extension to the date of commencement of construction.

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

Land Use and Density

The primary land use is high density residential for Phases 1 through 5 with optional ground-level commercial. Townhouse-style dwelling units are also permitted in each building podium and may incorporate a 50% commercial floor space live/work option. Density is controlled by a limitation on the building height, a maximum number of dwelling units and a requirement that 25% of all units contain 2 or more bedrooms. The maximum number of dwelling units permitted for Phases 1 through 5 is 623.

Phase 6, 7 and 8 are proposed as commercial uses and the design of these buildings will be subject to additional Community Council approval prior to construction.

Except for Marketplace Drive, all internal roadways are privately owned and referred to as 'common shared private driveways' in the agreement. As subsurface infrastructure in these driveways is private, it will not be the responsibility of the HRM to maintain and operate.

Phasing

Phasing outlined in the agreement addresses timing for conditions such as the waterfront trail, landscaping, road construction and infrastructure commitments. However, there is no sequencing requirements for any phase. Future subdivision of the lands will align with the phases as generally shown in the Schedules and must meet the requirements of the subdivision by-law.

Building Design and Siting

Design of the buildings in phase 2 was previously approved in the existing development agreement. Therefore, the proposed agreement provides for construction of these buildings as per building drawings (schedules) which are generally in conformance with the existing approval.

Buildings in phases 3 to 5 are proposed to be regulated using built form and architectural requirements contained within the new agreement. This approach will break up the massing and scale of the buildings by limiting streetwall height and setbacks, requiring setbacks above the podium and defining maximum floor plate area and building separation distances. Architectural controls include quality material choices, glazing minimums for transparency and the screening of infrastructure and building systems.

This regulatory approach provides enhanced building articulation at street level to create a more pedestrian focused and human scaled environment while allowing a greater degree of flexibility for the developer at the permitting stage. The inclusion of townhouse units at the ground floor of the podiums with the potential for live-work uses provides additional balance and flexibility.

Environmental Constraints

Given the proximity of Halifax Harbour, the development agreement requires the entire site and individual building sites to be surveyed by a professional to ensure livable spaces within buildings meet minimum standards for elevation above sea level. These requirements provide protection in the event of storm-surge, coastal erosion and anticipated sea level change. Additionally, lot grading, watercourse and flood prevention controls, including soil and erosion parameters, will be subjected to professional engineering oversight.

Waterfront Trail

The Wright's Cove SMPS addresses the need to ensure the community continues to have access to the Harbour. Previous development agreements for this development have always included provisions for a waterfront trail which would traverse the perimeter of the property and be publicly accessible. The proposed development agreement requires an extension of the existing trail around the full perimeter of the property. An asphalt surfaced trail must be constructed before occupancy of the next building. The trail will be constructed within an easement in HRM's favour, and HRM will be responsible for its maintenance. The trail will be accessible from either end of Marketplace Drive and will include signage indicating it is for public use.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. Throughout the three previous development agreements, and subsequent amendments, the Harbour Isle project has met the standards and regulations contained within these policies. The proposed development agreement expands upon the original concepts brought before Council in 2011 and 2014, and will create a well-designed, high-density neighbourhood within a single development agreement. Additionally, the agreement contains provisions that preserve the public interest and contribute to the potential for a high-quality community, fulfilling both public and private visions and plans. Therefore, staff recommend that the Harbour East Marine Drive Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

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

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications have been identified.

ALTERNATIVES

1. Subject to the discharge of the existing development agreement 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 retain the existing 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*.
3. Harbour East Marine Drive Community Council may choose to refuse the proposed development agreement, and discharge the existing 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

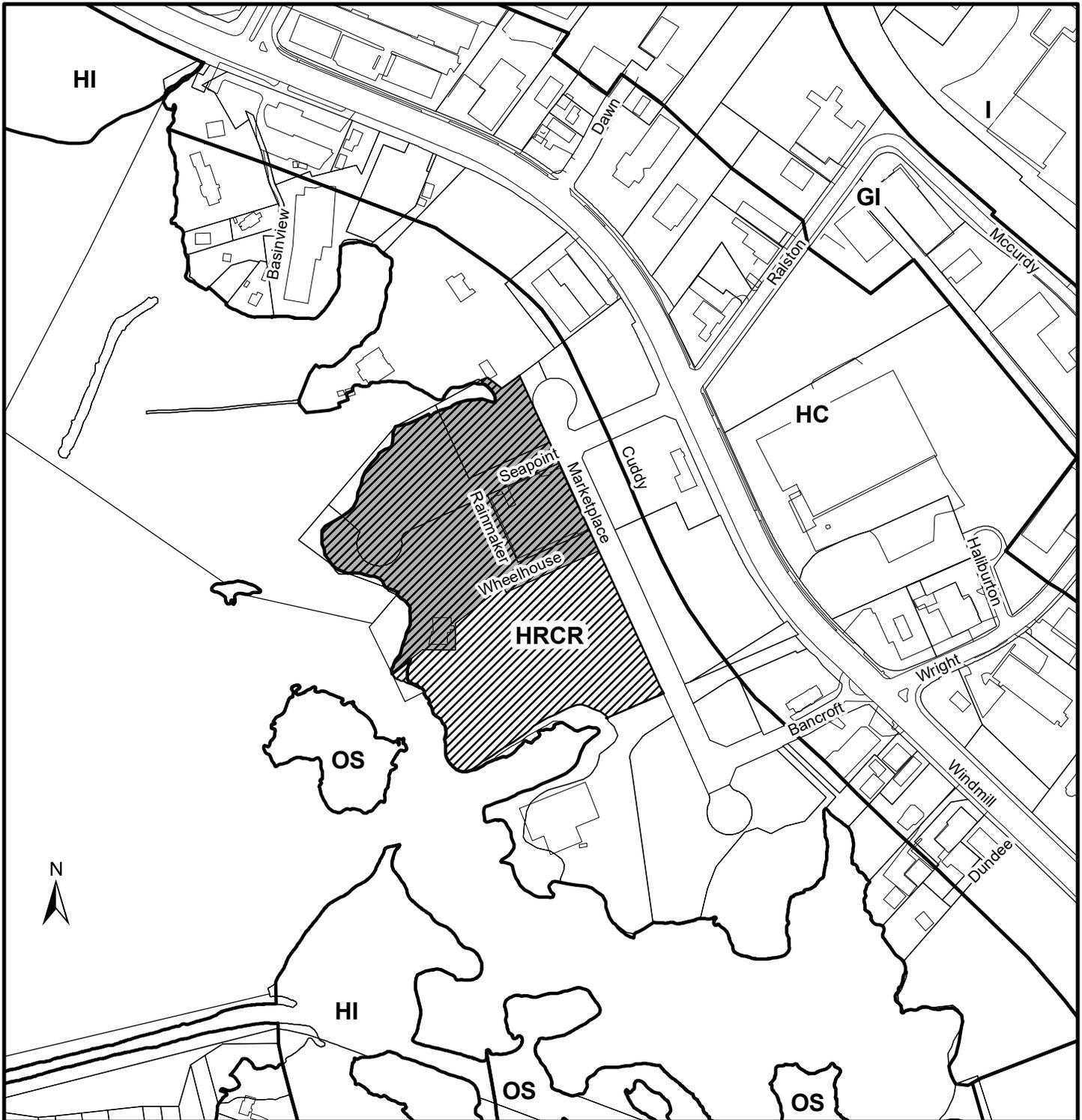
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Proposed Discharging Development Agreement
Attachment C:	Summary of Public Engagement
Attachment D:	Review of Relevant MPS Policies

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

Report Prepared by: Maggie Holm, Principal Planner, Urban Enabled Planning Applications, 902.293.9496

Report Approved by: Original Signed

Steven Higgins, Manager Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

HALIFAX

PID 41350497, 41443300, 41443284, 41443292 & 41350489
 Dartmouth

-  Area of Existing Development Agreement to be Discharged
-  Area Under Consideration for New Development Agreement

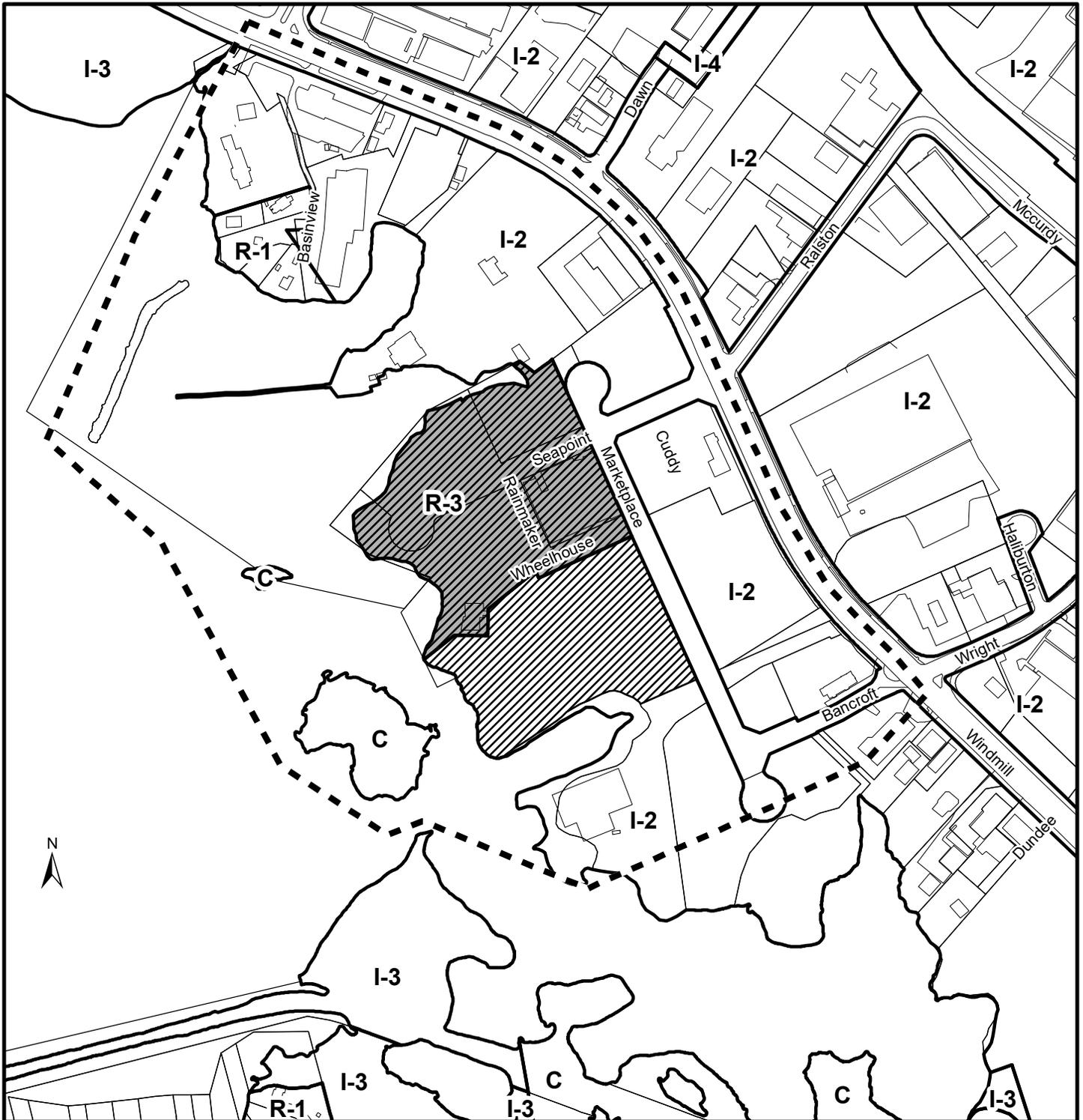
Designation	
GI	General Industrial
HC	Highway Commercial
HI	Harbour Industrial
HRCR	Harbour Related Commercial Residential
I	Industrial
LUR	Limited Use Residential
OS	Open Space



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

PID 41350497, 41443300, 41443284, 41443292 & 41350489
Dartmouth

HALIFAX

-  Area of Existing Development Agreement to be Discharged
-  Area Under Consideration for New Development Agreement
-  Area of Notification

Zone

- R-1 Single Family Residential
- R-3 Multiple Family Residential (Medium Density)
- I-2 General Industrial
- I-3 Harbour-Oriented Industrial
- I-4 Salvage
- C Conservation



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

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

Dartmouth Plan Area

THIS FOURTH DEVELOPMENT AGREEMENT made this ___ day of **[Insert Month]**, 2018,

BETWEEN:

HARBOUR ISLE HALIFAX INC.

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HARBOUR ISLE HAZELTON LTD.

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE SECOND PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE THIRD PART

WHEREAS Harbour Isle Halifax Inc. is the registered owner of certain lands identified as PID 41350497, PID 41443300 and PID 41443292, and which said lands are more particularly described in the Schedule A hereto attached;

AND WHEREAS Harbour Isle Hazelton Ltd. is the registered owner of certain lands identified as PID 41443284, and which lands are more particularly described in the Schedule B hereto attached;

AND WHEREAS together the lands more particularly described in the Schedule A and Schedule B hereto attached together comprise the development, hereinafter called the "Original Lands";

AND WHEREAS the Municipality entered into a Development Agreement with GJR Development Ltd. to allow for 255 dwelling units within 3 multi-unit residential buildings on the Original Lands (Municipal Case Number 00864) on April 5, 2007, and which was registered at the Nova Scotia Land Registry on September 11, 2007 as Document Number 88788139, (hereinafter called the "Original Agreement");

AND WHEREAS GJR Developments Ltd. transferred its interest in the Original Lands to Sheppards Island Incorporated, which changed its name to Harbour Island Halifax Incorporated on May 14, 2008, and the Municipality approved an application to amend the Original Development Agreement to allow for changes to the exterior building design on the Original Lands (Municipal Case Number 01174) on January 8, 2009, and which was registered at the Nova Scotia Land Registry on March 24, 2009 as Document Number 93015643, (hereinafter called the "First Amending Agreement");

AND WHEREAS the Municipality discharged the Original Agreement and First Amending Agreement on April 3, 2012, and entered into a new Development Agreement to allow for a 13 storey residential/commercial mixed-use building on the Original Lands (Municipal Case Number 16601) on May 5, 2011, and which was registered at the Nova Scotia Land Registry on February 22, 2012 as Document Number 100146514 (hereinafter called the "Second Development Agreement");

AND WHEREAS the Municipality discharged the Second Development Agreement and entered into a new Development Agreement to allow for one residential/commercial mixed-use building and two multi-unit buildings (Municipal Case Number 18809) on September 11, 2014, and which was registered at the Nova Scotia Land Registry Office on January 29, 2015 as Document Number 106565022 (hereinafter called the “Third Development Agreement”), and which applies to the Original Lands;

AND WHEREAS the Municipality approved an application to amend the Third Development Agreement to allow for further subdivision of the Original Lands (Municipal Case Number 20540) on January 5, 2017, and which was registered at the Nova Scotia Land Registry Office in Halifax on April 7, 2017 as Document Number 110574622 (hereinafter called the “First Amendment to the Third Development Agreement”), and which applies to the Original Lands;

AND WHEREAS the Municipality approved an application to amend the Existing Agreement to extend the Commencement of Development and Discharge of Agreement dates for the development, (Municipal Case Number 21765) on July 5, 2018, and which was registered at the Nova Scotia Land Registry Office in Halifax on (insert date) as Document Number (insert number) (herein called the “Second Amendment to the Third Development Agreement”), and which applies to the Original Lands;

AND WHEREAS the Third Development Agreement, the First Amendment to the Third Development Agreement, and the Second Amendment to the Third Development Agreement together comprise the Existing Development Agreement (hereinafter called “the Existing Agreement”);

AND WHEREAS Harbour Isle Halifax Inc. is the registered owner of certain lands identified as PID 41350489, and which said lands are more particularly described in the Schedule C hereto attached;

AND WHEREAS the Developer has requested that the Municipality discharge the Existing Agreement and enter into a new Development Agreement to allow for a mixed-use development on expanded lands, PID 41350497, PID 41443300, PID 41443292, PID 41443284 and PID 41350489 (hereinafter called the “Lands”, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies WC-4, IP-1(c) and IP-5 of the Dartmouth Municipal Planning Strategy;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality, at a meeting on (insert date), approved the said development agreement, referenced as case 20541), to allow for a mixed-use development on the Lands subject to the registered owners of the Lands described herein entering into this Agreement;

AND WHEREAS at the same meeting approved the discharge of the Existing Agreement as it applies to PID 41350497, PID 41443300, PID 41443292 and PID 41443284, and filed in the Land Registry Office as Document Number (insert number), and said discharge to take effect upon the Registration of this Agreement;

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 Dartmouth Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.2.2 Variances to the requirements of the Land Use By-law for Dartmouth shall not be permitted.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Dartmouth 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.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

- (a) **Amenity Space:** means indoor or outdoor spaces designed for leisure or recreational activities by the occupants of a building.
- (b) **Building Depth:** means the distance between the required streetline setback and the portion of the building's rear main wall furthest from the required streetline setback, measured along a line that is perpendicular to the front yard setback line.
- (c) **Common Shared Private Driveway:** means a shared private driveway located in the Common Shared Area which provides access to/from each of the multi-unit buildings, the Common Shared Areas, and to/from the Municipal public streets.
- (d) **Commercial Use:** means the use of a building for office uses, retail uses, restaurant uses, or service uses.
- (e) **Floor Plate Area:** means the horizontal cross-section of a floor measured to the outside surface of the exterior walls, and includes all mechanical equipment areas and all open areas inside a building that do not contain a floor, including atriums, elevator shafts, stairwells and similar areas.
- (f) **Gross Floor Area:** means the gross horizontal area of all floors in all buildings, measured from the exterior faces of the exterior walls but excluding unenclosed balconies and any floor area below the ground floor that is not used for residential purposes.
- (g) **Streetline yard:** means a yard extending across the full width of a lot between the streetline, or common shared private driveway, and the nearest wall of any main building on the lot.
- (h) **Streetwall:** means the wall of a building or portion of a wall facing a streetline, or common shared private driveway, that is below the height of a specified setback or angular plane, which does not include minor recesses for elements such as doorways or intrusions such as bay windows.
- (i) **Streetwall Height:** means the vertical distance between the top of the streetwall and the streetline grade or common shared private driveway extending across the width of the streetwall.
- (j) **Streetwall Setback:** means the distance between the streetwall and the streetline or common shared private driveway.
- (k) **Stepback:** means a specified horizontal recess from the top of a streetwall, which shall be unobstructed from the streetwall to the sky except as otherwise specified.
- (l) **Streetline:** means the boundary of a public street or common shared private driveway. The boundary of a common shared private driveway shall include any tree lawn and sidewalk areas.
- (m) **Streetline Grade:** means the elevation of a streetline, or common shared private driveway, at a point that is perpendicular to the horizontal midpoint of the streetwall. Separate streetline or common shared private driveway grades shall be determined for each streetwall segment that is 20 metres in width or part thereof.

- (n) **Ground Floor Commercial Uses:** means the use of the ground floor of a building for office uses, retail uses, service uses, and restaurant uses.
- (o) **Townhouse-Style Dwelling Unit:** means the portion of a multi-unit building that is similar in appearance to a townhouse unit but which is not capable of being subdivided so that each unit is on its own lot.
- (p) **Live-work:** means a space within a building which is primarily a residential use, but where commercial uses are also permitted to a maximum of 49% of the gross floor area.
- (q) **Storey:** means that portion of a building between any floor and the floor or ceiling or roof next above, provided that any portion of building partly below grade level shall not be deemed to be a storey unless its ceiling is at least six feet above grade. For the purposes of this agreement a mezzanine shall be considered a storey.
- (r) **Waterfront Trail:** means a publicly accessible walkway, located as generally shown on Schedule B (Comprehensive Site Plan), runs the full perimeter of the property.

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, generally conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20541:

Schedule A	Legal Description of the Lands - PID 41350497, PID 41443300 and PID 41443292
Schedule B	Legal Description of the Lands - PID 41443284
Schedule C	Legal Description of the Lands - PID 41350489
Schedule D	Comprehensive Site Plan
Schedule E	Site Plan - Phase 1 and Phase 2
Schedule F	Comprehensive Phasing Plan
Schedule G	Comprehensive Landscape Plan
Schedule H	Landscape Plan - Phase 1 and Phase 2
Schedule I	Waterfront Trail Profile
Schedule J	Building Elevations – Phase 2

3.2 Requirements Prior to Approval

- 3.2.1 The Municipality shall not issue any Development Permit on Phases 3 through Phase 8 unless final Subdivision Approval has been granted for each lot as it relates to the approval of a building within the Phase being requested, and as generally show on Schedule F (Comprehensive Phasing Plan).
- 3.2.4 For each Phase, prior to the issuance of any Development Permit, the Developer shall provide the following to the Development Officer:
- (a) A Landscaping Plan in accordance with Section 3.11 of this agreement;
 - (b) A Lighting Plan in accordance with Section 3.9 of this agreement;
 - (c) Written confirmation that an assessment and removal where applicable, of potential unexploded military ordinance(s) (UXO's) has been completed by the Department of National Defense (DND). The Development Officer also may accept written verification that DND is satisfied that no work or assessment related to UXO's is required on the Lands in order to satisfy the terms of this clause;

- (d) Phase Two Only: Confirmation that the design of the Waterfront Trail is acceptable to the HRM Parkland Planner, and confirmation that the easement for a Primary Trail corridor has been extended as generally illustrated on Schedule F (Comprehensive Phasing Plan);
- (e) Confirmation that no portion of any building, including balcony/building projection, projects into the waterfront trail easement. Verification is required on building drawings illustrating the foundation location in relation to the waterfront easement, and dimensions of all proposed balconies/building projections encroaching into the area between the foundation and the easement;
- (f) Confirmation that any required Common Share Private Driveway has been constructed in accordance with Section 3.6 (Common Share Driveway) and Schedule F; (Comprehensive Phasing Plan), and which shall be reviewed and approved by the HRM Development Engineer and HRM Fire Services;
- (g) A Lot Grading Plan and Erosion and Sedimentation Control Plan, in accordance with Section 5 of this agreement; and
- (h) Information on the design and placement of all fire suppression infrastructure which shall be reviewed and approved by HRM Fire Services.

3.2.5 Prior to the issuance of any Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in section 3.9 of this Agreement;
- (b) Written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in section 3.11 of this Agreement; and
- (c) Phase Two Only: Confirmation that the Waterfront Trail has been constructed to HRM standard as outlined in this Agreement.

3.2.6 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.

3.2.7 Notwithstanding subsection 3.2.6, if relevant securities have been posted in accordance with this Agreement to the satisfaction of the Development Officer, an Occupancy Permit may be issued.

3.3 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement are as generally illustrated on the Schedules and consist of the following:

- (a) Phase 1: A building, as shown on Schedule D (Comprehensive Site Plan), containing a maximum of 96 dwelling units, and shall:
 - (i) not exceed a height of 14 storeys;
 - (ii) include townhouse-style units with direct access at grade, and may permit live-work uses;
 - (iii) include 427 square meters of ground floor commercial uses;
 - (iv) notwithstanding (ii) and (iii) above, the ground floor commercial space may be developed and used as townhouse style units.

- (b) Phase 2: Two (2) buildings, as generally shown on Schedule D (Comprehensive Site Plan) and Schedule E (Site Plan Phases 1 and 2) and Schedule J (Building Elevations), containing a maximum total of 212 dwelling units, and shall:
 - i) not exceed a height of 16 storeys;
 - ii) include townhouse-style dwelling units with access at grade, and may permit live-work uses;
 - iii) ground floor commercial uses, excluding drive through uses; and
 - iv) notwithstanding (ii) and (iii) above, the ground floor commercial space may be developed and used as townhouse-style units.

- (c) Phases 3 to 5: Each phase shall contain one building, as generally shown on Schedule D (Comprehensive Site Plan) each containing a maximum of 105 dwelling units, and shall:
 - i) not exceed a height of 16 storeys, excluding mechanical penthouses;
 - ii) include ground level townhouse-style dwelling units with access at grade, and/or ground floor commercial use, excluding drive through uses; and
 - iii) allow ground level townhouse-style dwelling units the option to include live-work uses.

- (d) Phase 6: An office building containing a maximum of 9,290 square meters, as generally shown on Schedule D (Comprehensive Site Plan), and which the building and site design shall only be permitted through a future non-substantive amendment to this Agreement.

- (e) Phase 7: A hotel building containing a maximum of 175 rooms, as generally shown on Schedule D (Comprehensive Site Plan), and which the building and site design shall only be permitted through a future non-substantive amendment to this Agreement.

- (f) Phase 8: A 2-storey restaurant building not to exceed 465 square meters, as generally shown on Schedule D (Comprehensive Site Plan), and which the building and site design shall only be permitted through a future non-substantive amendment to this Agreement.

3.4 Built Form Requirements

- 3.4.1 With the exception of Phase One and Phase Two, all buildings shall meet the built form requirements as outlined in this section 3.4.
- 3.4.2 All ground floor residential units shall have a primary entrance located directly on a public street or common shared private driveway.
- 3.4.3 At least 25% of the total number of dwelling units in a building, rounded up to the nearest full number, shall include two or more bedrooms.
- 3.4.4 All residential buildings shall include 10 square metres of amenity space per dwelling unit, and must include a Fitness Room or Community Room of not less than 40 square meters.

Ground Floor Height

- 3.4.5 Where non-residential uses are located at the ground floor of a building, the ground floor shall have a floor-to-floor height of no less than 4.5 meters measured from the streetline grade. This does not apply to live-work units.

Streetwall Setback

- 3.4.6 The streetwall shall have a minimum streetline yard of 1.5 meters and a maximum streetline yard of 4 meters, however up to 35% of any streetwall may exceed the maximum streetline yard.

- 3.4.7 No part of any building or structure shall be closer than 3 meters to the waterfront trail easement, and no part of any building may project into or over the waterfront trail easement.

Streetwall Height

- 3.4.8 The streetwall height shall be 11 meters, however up to 20% of the streetwall may exceed the required streetwall height.

Streetwall Width

- 3.4.9 The streetwall shall extend along the entire length of the lot abutting the streetline, however breaks in the streetwall, no greater than 7 meters in width, shall be permitted to create access to internal courtyards.

Streetwall Stepbacks

- 3.4.10 Buildings shall be stepped back a minimum of three 3 meters on all sides of the building for all portions of the building above the streetwall height, however no stepback is required for up to 20% of the width of a building along a streetline.

Maximum Floor Plate Area

- 3.4.11 Above the streetwall height, building depth building shall not exceed 37 meters.

- 3.4.12 Above the streetwall height, building shall not exceed a gross floor area of 880 square meters.

Building Separation

- 3.4.13 Above the streetwall height, any portions of the same or any other main building on the same lot shall be separated by at least 25 meters.

Building Projections

- 3.4.14 Required yards, setbacks, stepbacks, and separation distances shall be open and unobstructed except for building features such as: wheelchair ramps, patios, walkways, lifting devices, steps, and clear glass guard and railing systems, eaves, gutters, downspouts, cornices, chimneys, balconies, decks, verandas, canopies, and awnings.

3.5 Architectural Requirements

- 3.5.1 With the exception of Phase One and Phase Two, all buildings shall meet the architectural requirements as outlined in this section 3.5.

Entrances

- 3.5.2 The main entrances to any building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer.

- 3.5.3 At least one main door shall face the street or common shared private driveway or public street, and service entrances shall be integrated into the design of the building and shall not be a predominate feature.

- 3.5.4 Lobby for residential use may be on the ground floor, and shall be completely separate from any commercial entrance.

Streetwall

- 3.5.5 The streetwall shall incorporate building recesses, projections, changes in materials, and colours to articulate human-scaled façades. Streetwalls shall be articulated with vertically in fine-grained forms such as retail bays or townhouse-style units.

- 3.5.6 The streetwall design shall incorporate a combination of transparency, articulation using high quality materials to clearly define the pedestrian environment.

Rear and Side Facades

- 3.5.7 The façades facing the streets and common shared private driveways shall be designed and detailed as primary façades. Similar architectural treatment shall be continued around all sides of the buildings.

Blank Walls and Exposed Foundation

- 3.5.8 Blank or unadorned walls shall not be permitted. Large walls shall be enhanced by the introduction of artwork, such as murals, textural plantings and/or trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).
- 3.5.9 Building walls visible from the Waterfront Trail shall be articulated with textural plantings and/or trellises and architectural detail.
- 3.5.10 Any exposed foundation in excess of 0.5 meters in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

Building Materials

- 3.5.11 Exterior building materials shall not include vinyl siding nor exterior insulation and finish systems where stucco is applied to rigid insulation.

Roof and Functional Elements

- 3.5.12 All vents, down spouts, flashing, electrical conduits, metres, service connections and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.13 Buildings shall be designed such that mechanical systems (HVAC, exhaust fans, etc.) are not visible from any street, common shared private driveway or abutting residential properties.
- 3.5.14 Mechanical equipment or exhaust fans shall not be located between the building and adjacent residential properties unless screened as an integral part of the building design, and shall implement noise reduction measures. This shall exclude individual residential mechanical systems.
- 3.5.15 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

Windows and Commercial Storefronts

- 3.5.16 The first floor façade of buildings with ground floor commercial uses shall provide a minimum of 50% of windows, doors or other treatment sufficiently transparent to provide view of the interior of the building. All windows shall be vertical in orientation or square.
- 3.5.17 Fixed or retractable awnings are permitted at ground floor levels.
- 3.5.18 Multiple storefronts shall appear similar through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter, and encourage pedestrian movement.

3.6 Common Shared Private Driveways

- 3.6.1 All Common Shared Private Driveways shall be as generally shown on Schedule F (Comprehensive Phasing Plan) and shall be approved by the Development Engineer prior to the issuance of any development permit;
- 3.6.2 All portions of any Common Shared Private Driveways shown on Schedule F (Comprehensive Phasing Plan) shall be constructed and approved by the Development Engineer prior to the issuance of any occupancy permit for any building in that Phase.

3.7 Parking, Circulation and Access

- 3.7.1 All required parking shall be provided underground or within internal courtyards, and shall meet the minimum standards provided in the Dartmouth Land Use Bylaw.
- 3.7.2 Notwithstanding 3.7.1, one parking space shall be provided for each residential unit, and no additional parking shall be required for at-grade commercial uses.
- 3.7.3 No underground parking is permitted to encroach within the common shared private driveway, and shall be entirely located an elevation of 0.25 metres below the streetline grade.
- 3.7.4 No parking shall be permitted within any streetline yard.
- 3.7.5 All vehicular entrances shall be approved by the Development Engineer to ensure safe passage for vehicles and pedestrians.
- 3.7.6 All common shared private driveways and surface parking areas shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and driveways shall be delineated by concrete curbs.
- 3.7.7 All parking spaces and driving aisles shall be delineated by painted lines.
- 3.7.8 Bicycle parking shall be provided in accordance with the requirement of the *Dartmouth Land Use By-Law*.

3.8 Signs

- 3.8.1 Signage shall conform to the following requirements:
- (a) Projecting or canopy signs may be permitted provided that encroachment permits/licenses are approved if located within the right-of-way;
 - (b) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
 - (c) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands;
 - (d) Directional ground and fascia signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes are permitted on the Lands;
 - (e) A maximum of two permanent ground signs shall be permitted on the Lands to denote the community or development name. The sign shall require the approval of the Development Officer in consultation with the Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 3.05 meters and the face area of any sign shall not exceed 4.65 square meters. The only illumination permitted shall be low wattage, shielded, exterior fixtures;
 - (f) Commercial signage shall be limited to two signs per tenant, and shall comply with the signage provisions of the *Dartmouth Land Use By-law*;
 - (g) Signs location on the roof of any structure shall be prohibited; and
 - (h) All signs on the Lands shall only be externally illuminated.

3.9 Outdoor Lighting

- 3.9.1 Lighting shall not be directed to driveways, parking areas, trails, loading areas, building entrances and walkways, and shall be arranged so as to divert light away from public streets, adjacent lots and buildings.
- 3.9.2 Further to subsection 3.9.1, prior to the issuance of a Development Permit for any phase of the development, the Developer shall submit a Lighting Plan prepared by a Qualified Professional to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:
- a) The location, on the building and on the premises, of each lighting device; and
 - b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.
- 3.9.3 The information used to satisfy the requirements of this section may be included on the Comprehensive Site Plan, or a Site Plan for any Phase, provided the Development Officer is satisfied of compliance with this Agreement.

3.10 Interim Landscaped Area - Phase 4

- 3.10.1 Prior to the issuance of any occupancy permit the Developer shall construct a private landscaped area, located on Phase 4, as an interim measure prior to the development of any future Phase, and as generally illustrated on Schedule E (Site Plan – Phase 1 and Phase 2) and Schedule H (Landscape Plan – Phase 1 and 2).
- 3.10.2 The design of the interim landscaped area shall be included on the Landscape Plan required pursuant to Section 3.11 below, and in accordance with Schedule H (Landscape Plan – Phase 1 and 2).

3.11 Landscaping

- 3.11.1 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan, for any Phase, which complies with the provisions of this section, and shall be prepared by a Landscape Architect who is a full member, in good standing with Canadian Society of Landscape Architects.
- 3.11.2 All portions of the Lands not used for structures, parking areas, driveways, curbing, or walkways shall be landscaped except for areas where natural vegetative cover is maintained. Landscaping shall be deemed to include grass, mulch, decorative stone or water features, planting beds, trees, bushes, shrubs or other plant material or decorative element deemed acceptable by the Development Officer.
- 3.11.3 The Landscape Plan for each phase shall conform to the following requirements:
- (a) All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications in the opinion of the Landscape Architect that prepares the Landscape Plan(s);
 - (b) Planting materials shall be selected for their ability to survive in their specific location relative to such factors including, but not limited to, sunlight/shade conditions, or rooftop and sea exposure conditions;
 - (c) Include the location, spacing and species of any vegetation;
 - (d) The Developer shall maintain all landscaping and shall replace any damaged, dead or removed stock; and

- (e) Include any proposed constructed landscaping feature such as fencing, retaining walls, pergolas, three stream waste disposal facilities, benches, and shall describe their location, design, construction specifications, hard surface areas and materials.
- 3.11.4 Retaining walls shall be permitted on private property only, unless approved by the Development Engineer, and any retaining wall shall be constructed of a decorative precast concrete or modular stone retaining wall system or acceptable equivalent.
- 3.11.5 Details of retaining wall systems that exceed a height of 1 meter are to be identified, including the height and type of fencing proposed in conjunction. Construction details of any fence and wall combination should be provided and certified by a Professional Engineer.
- 3.11.6 Building walls visible from the Waterfront Trail shall be articulated with textural plantings and/or trellises, or architectural details to create shadow lines, such as implied windows, cornice lines, offsets in the vertical plane, horizontal vertical strip patterns, and varied masonry materials.
- 3.11.8 Prior to issuance of any Occupancy Permit for a building within any Phase, the Developer shall submit to the Development Officer a letter, prepared by a member in good standing of the Canadian Society of Landscape Architects, certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.11.9 Notwithstanding Section 3.11.8, the Occupancy Permits for a building within any Phase may be issued provided that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months (12) of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.12 Waterfront Trail

- 3.12.1 A 3.04 meter wide public easement for the waterfront trail shall be granted to the Municipality. The trail easement shall begin at Marketplace Drive, run along the waterfront boundary of the Lands along Wrights Cove, and end at the opposite end of Marketplace Drive as generally illustrated on Schedule F (Comprehensive Phasing Plan).
- 3.12.2 The Developer agrees to construct a 2.2 meter wide waterfront trail within the public easement. The trail surface shall include an asphalt surface and be accompanied by shoulders comprised of bark mulch or another material deemed acceptable by the Municipality.
- 3.12.3 The waterfront trail shall meet accessibility standards, in the opinion of the Development Officer and Parkland Planner, and shall conform to a maximum grade of 8%. The exact location and design of the waterfront trail shall be approved by the Development Officer, in consultation with the Parkland Planner, prior to the issuance of a Development Permit. The waterfront trail shall be constructed, as specified, prior to the issuance of any Occupancy Permit for Phase 2 or any future Phase of the Development.
- 3.12.4 All portions of the waterfront trail within the public easement constructed over fill material placed on the site must be certified by a geotechnical engineer prior to HRM acceptance.

- 3.12.5 All connections between common shared private driveway or sidewalks and the waterfront trail shall be of the same surface material as the waterfront trail. These connections shall meet accessibility standards, and shall conform to a maximum grade of 8%.
- 3.12.6 Signage shall be located at both entry points on Marketplace Drive indicating that the waterfront trail is accessible to the public at each intersection of the waterfront trail to either the road or the private common driveways.
- 3.12.7 Naming of the waterfront trail shall be in accordance with HRM Asset Naming Policy AO-46.
- 3.12.8 Any portion of a building shall be setback a minimum of 3 meter from the nearest edge of the public easement for the waterfront trail.
- 3.12.9 Notwithstanding 3.12.8, an exception to this setback from the public easement for the waterfront trail may be granted by the Development Officer for the buildings in Phase 2, in the four locations shown on Schedule D (Comprehensive Site Plan), given that the setback is no less than 0.7 meters and has been maximized to the greatest extent possible.
- 3.12.9 The Municipality shall maintain and keep in good repair all portions of the waterfront trail.

3.13 Maintenance

- 3.13.1 The Developer shall maintain and keep in good repair all portions of the development, excluding the waterfront trail, on the Lands, including but not limited to, the exteriors of buildings, fencing, walkways, recreational amenities, parking areas, 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.
- 3.13.2 All areas disturbed after the issuance of Occupancy Permits for any Phase shall be reinstated to original condition or better.

3.14 Temporary Construction Building

- 3.14.1 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/office building shall be removed from the Lands prior to occupancy of the last dwelling unit.

3.15 Subdivision of the Lands

- 3.15.1 Final subdivision approval shall be required in accordance with the *Regional Subdivision By-Law* prior to the issuance of a development permit for each phase of the development.

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 Underground Services

4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to any building in any phase of the development shall be underground installation.

4.4 Site Preparation in a Subdivision

4.4.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.

4.5 Other Approvals

4.5.1 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 sanitary sewer system, water supply system, stormwater, sewer and drainage systems, streets, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-Laws.

4.6 Solid Waste Facilities

4.6.1 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.

4.6.2 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

4.7 Private Infrastructure

4.7.1 All private services and infrastructure located on the Lands, including but not limited to the common shared private driveways, laterals for water and sewer, and any private stormwater pipes or collection systems, shall be owned, operated and maintained by the Developer. Furthermore, the Municipality shall not assume ownership of any of the private infrastructure or service systems constructed on the Lands.

4.8 Outstanding Site Work

4.8.1 For any building in any phase of the Development securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit

issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Site Grading/Disturbance, Erosion and Sedimentation Control, and Stormwater Management Plans

- 5.1.1 Prior to the commencement of any site work on the Lands, for each Phase or for any Phase of the development, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.2 Failure to Conform to Plans

- 5.2.1 If the Developer fails at any time during any site work or construction to fully conform to the requirements set out in Part 5 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Officer, in consultation with the Development Engineer, to ensure compliance with the environmental protection plans.
- 5.2.1 No development permit shall be issued for any building on a lot abutting the coast of the Atlantic Ocean, including its inlets, bays and harbours, within a 3.8 meter elevation above the Canadian Geodetic Vertical Datum (CGVD 28).

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be non-substantive and may be amended by a resolution of Community Council:
- (a) Changes to the location and layout of uses and buildings as illustrated on Schedule D (Comprehensive Site Plan), that in the opinion of the Development Officer do not comply with this Agreement;
 - (b) Changes to the design of the buildings, in accordance with Sections 3.4 (Built Form Requirements) and Section 3.5 (Architectural Requirements) which in the opinion of the Development Officer do not comply with this agreement;
 - (c) Changes to the number of units permitted per Phase, but shall not include an increase in the total number of units;
 - (d) Changes to the requirements of Section 3.12 (Waterfront Trail);

- (d) The approval of Phase 6, Phase 7 and Phase 8, in accordance with Section 3.3 (Use of the Land); and
- (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 and 7.3.2 of this Agreement;

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that construction of Phase Two has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 In the event that construction of any subsequent phase has not commenced within ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.3 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for any proposed building(s) or podium structure in Phase Two.

7.4. Completion of Development and Discharge of Agreement

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

7.4.2 If the Developer fails to complete the development after fifteen (15) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four (24) 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 thirty days written notice of the failure or default, then in each such case:

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

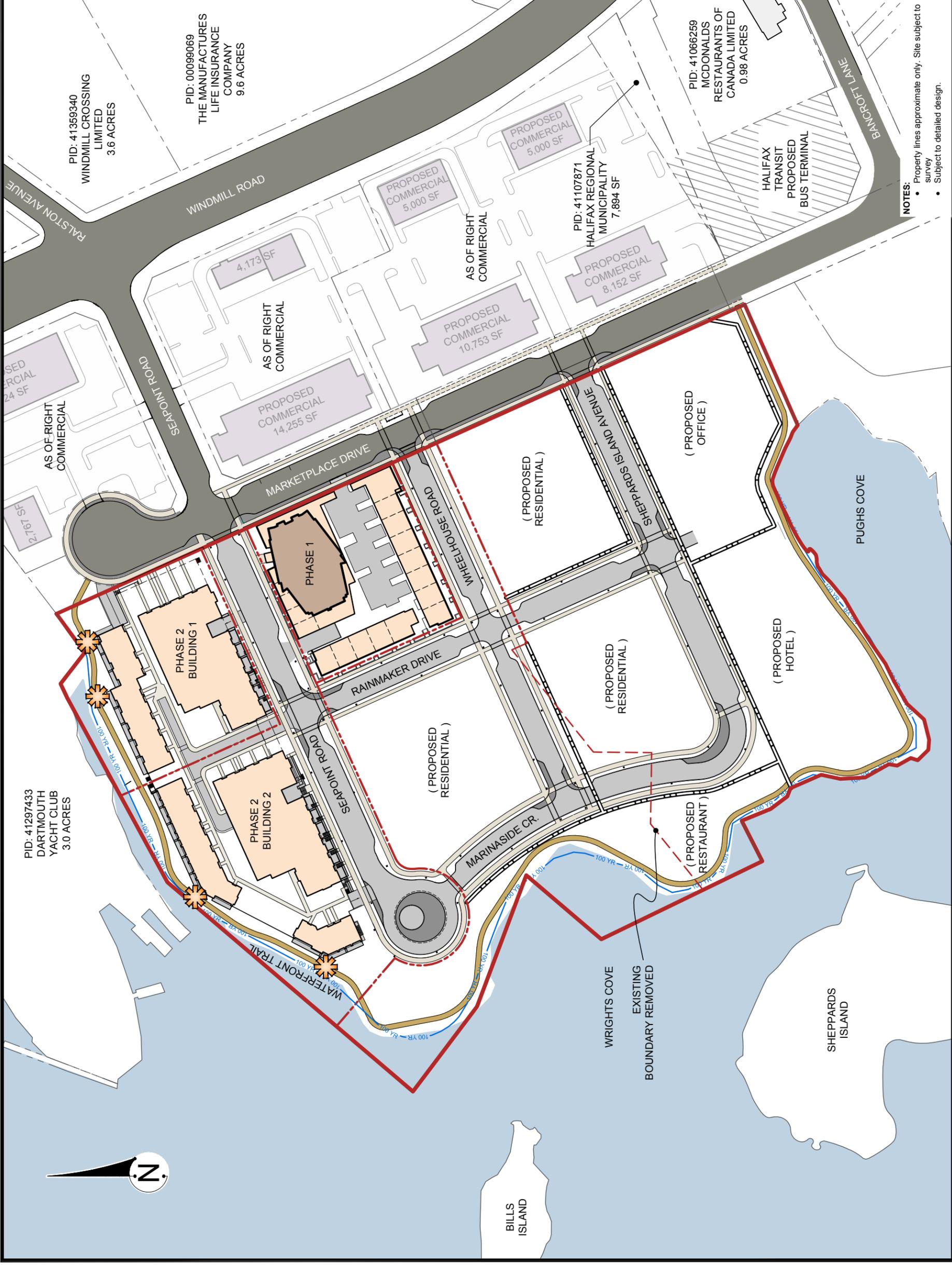
A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

Schedule D: Comprehensive Site Plan



LEGEND

- SITE BOUNDARY
- EXISTING INTERNAL BOUNDARY
- EXISTING ADJACENT BOUNDARY
- PROPOSED PROPERTY BOUNDARY
- PUBLIC ROAD
- PRIVATE ROAD
- WATERFRONT TRAIL
- TRAIL EASEMENT SETBACK EXEMPTION
- APPROXIMATE 100 YEAR FLOOD LINE (SUBJECT TO DETAILED DESIGN)

SITE SUMMARY:

- LAND AREA - 58,607 m²

Designer: KWATTERS
Planner: CWALLACE

VERSION
3.2A

SITE PLAN
HARBOUR ISLE
DARTMOUTH, NOVA SCOTIA

HARBOUR ISLE HALIFAX INC.

AUGUST 09, 2018 121-26850-03_32

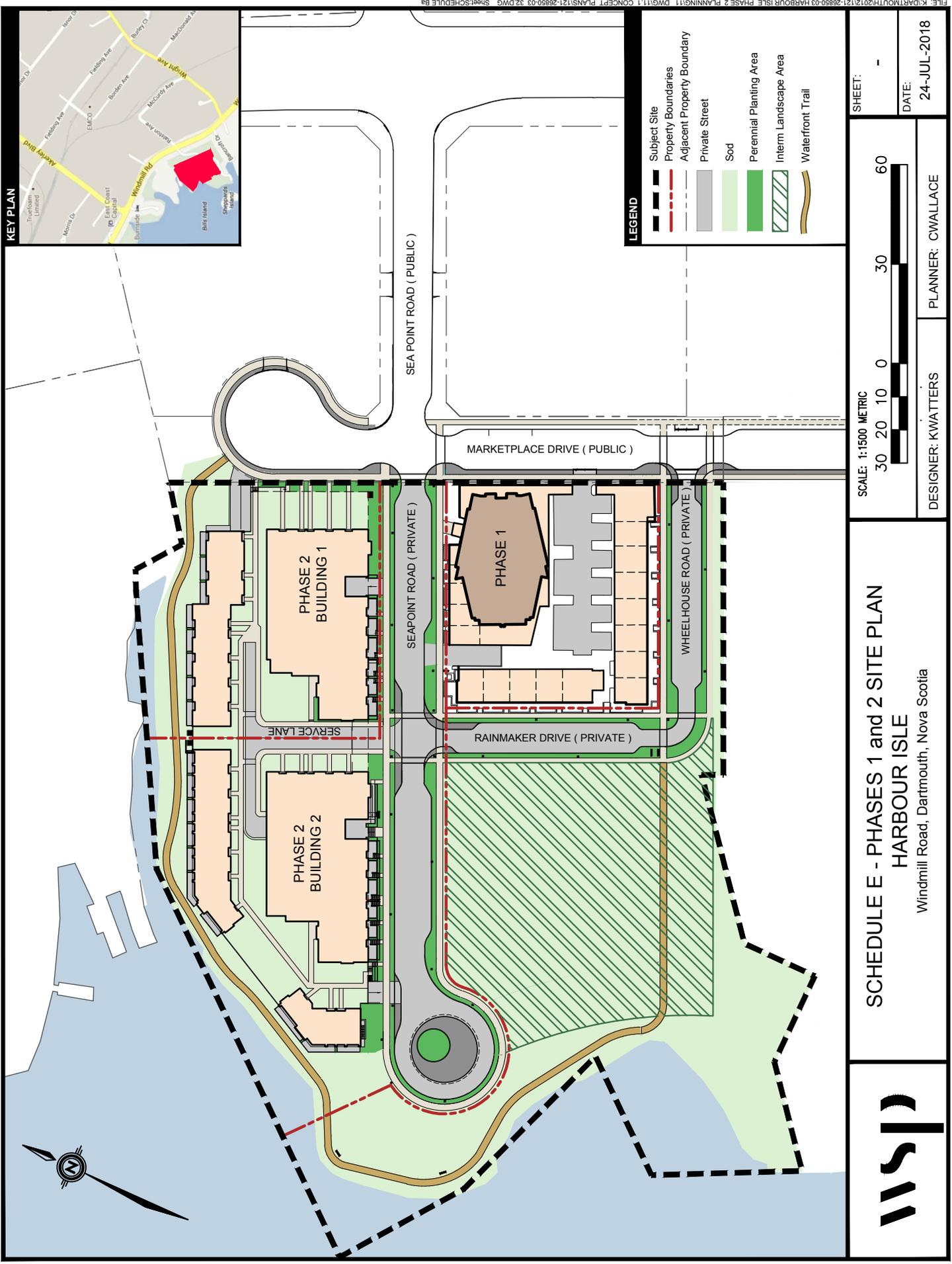
SCALE

NOTES:

- Property lines approximate only. Site subject to survey
- Subject to detailed design.

1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA, B5B 1X7
PHONE: 902.635-9955 - FAX: 902.635-1646 - WWW.WSP.COM

Schedule E: Site Plan - Phase 1 and Phase 2



LEGEND

- Subject Site
- Property Boundaries
- Adjacent Property Boundary
- Private Street
- Sod
- Perennial Planting Area
- Intern Landscape Area
- Waterfront Trail

SCALE: 1:1500 METRIC
 30 20 10 0 30 60

DESIGNER: KWATTERS PLANNER: CWALLACE

SHEET: - DATE: 24-JUL-2018

SCHEDULE E - PHASES 1 and 2 SITE PLAN
 HARBOUR ISLE
 Windmill Road, Dartmouth, Nova Scotia



FILE: K:\DARTMOUTH\2018\121-2650-03 HARBOUR ISLE_PHASE 2_PLANNING\1_DWG\111_CONCEPT_PLANS\121-2650-03_32.DWG SHEET: SCHEDULE BA

Schedule F: Comprehensive Phasing Plan



Schedule G: Comprehensive Landscape Plan



LEGEND

- SITE BOUNDARY
- EXISTING ADJACENT BOUNDARY
- LANDSCAPED AREAS
- TEMPORARY PRIVATE PROPERTY LANDSCAPING
- WATERFRONT TRAIL
- STREET TREES
- SHURBS
- 100 YR - BA 001
- APPROXIMATE 100 YEAR FLOOD LINE (SUBJECT TO DETAILED DESIGN)

SITE SUMMARY:

- LAND AREA - 58,607 m²

NOTES:

- Property lines approximate only. Site subject to survey
- Subject to detailed design.

Designer: KWATTERS
Planner: CWALLACE

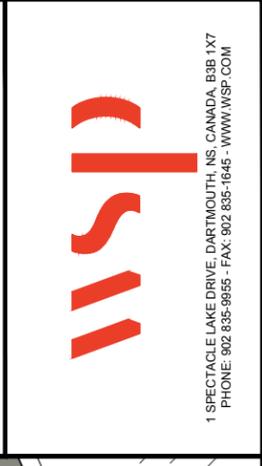
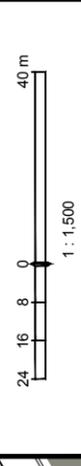
VERSION
3.2L

LANDSCAPE PLAN
HARBOUR ISLE
DARTMOUTH, NOVA SCOTIA

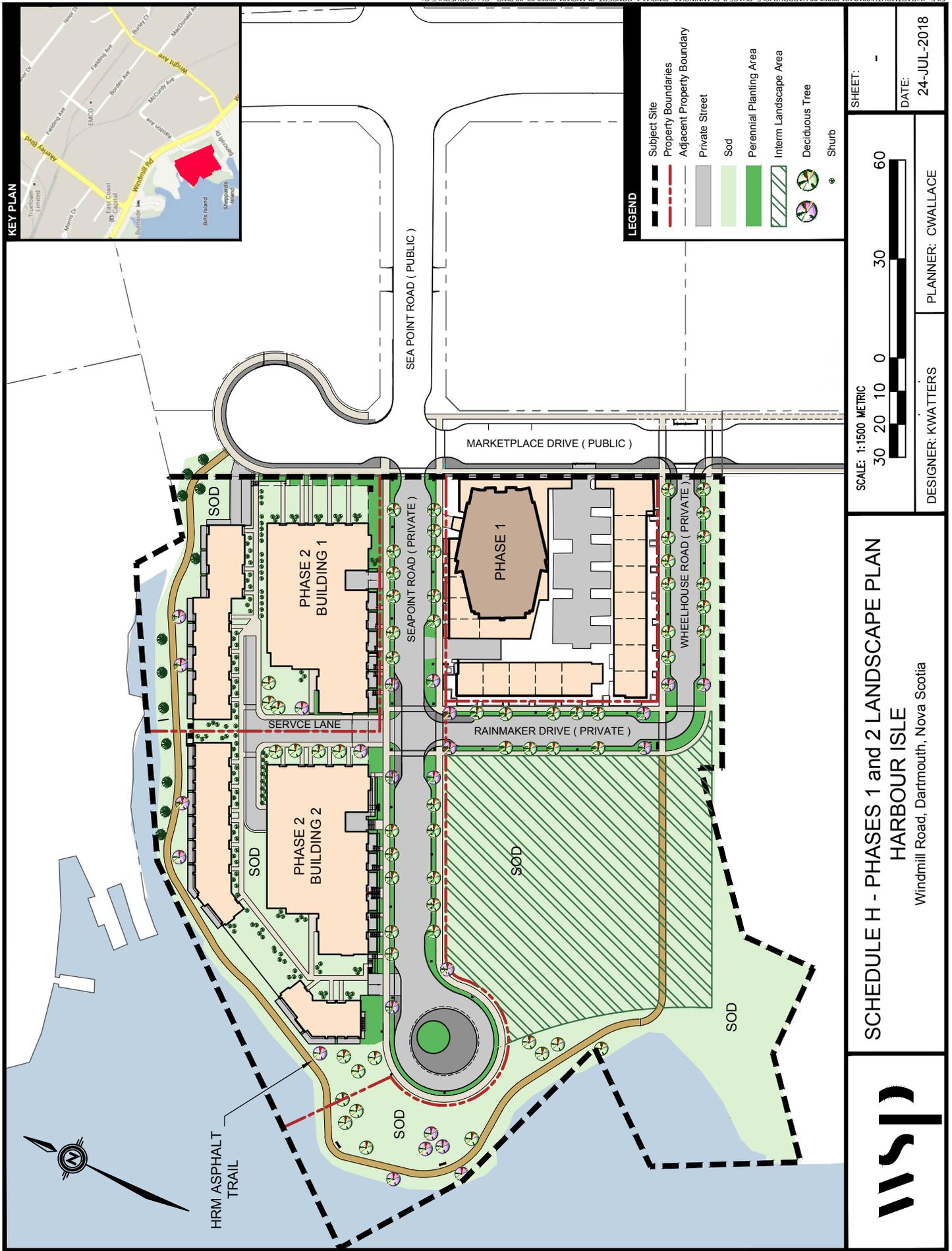


HARBOUR ISLE HALIFAX INC.

AUGUST 09, 2018
121-26850-03_32



Schedule H: Landscape Plan Phase 1 and Phase 2



FILE: K:\DARTMOUTH\2012\12650\03 HARBOUR ISLE PHASE 2 PLANNING\1 DWG\111_CONCEPT_PLANS\121_2650\03_32.DWG SHEET: SCHEDULE C

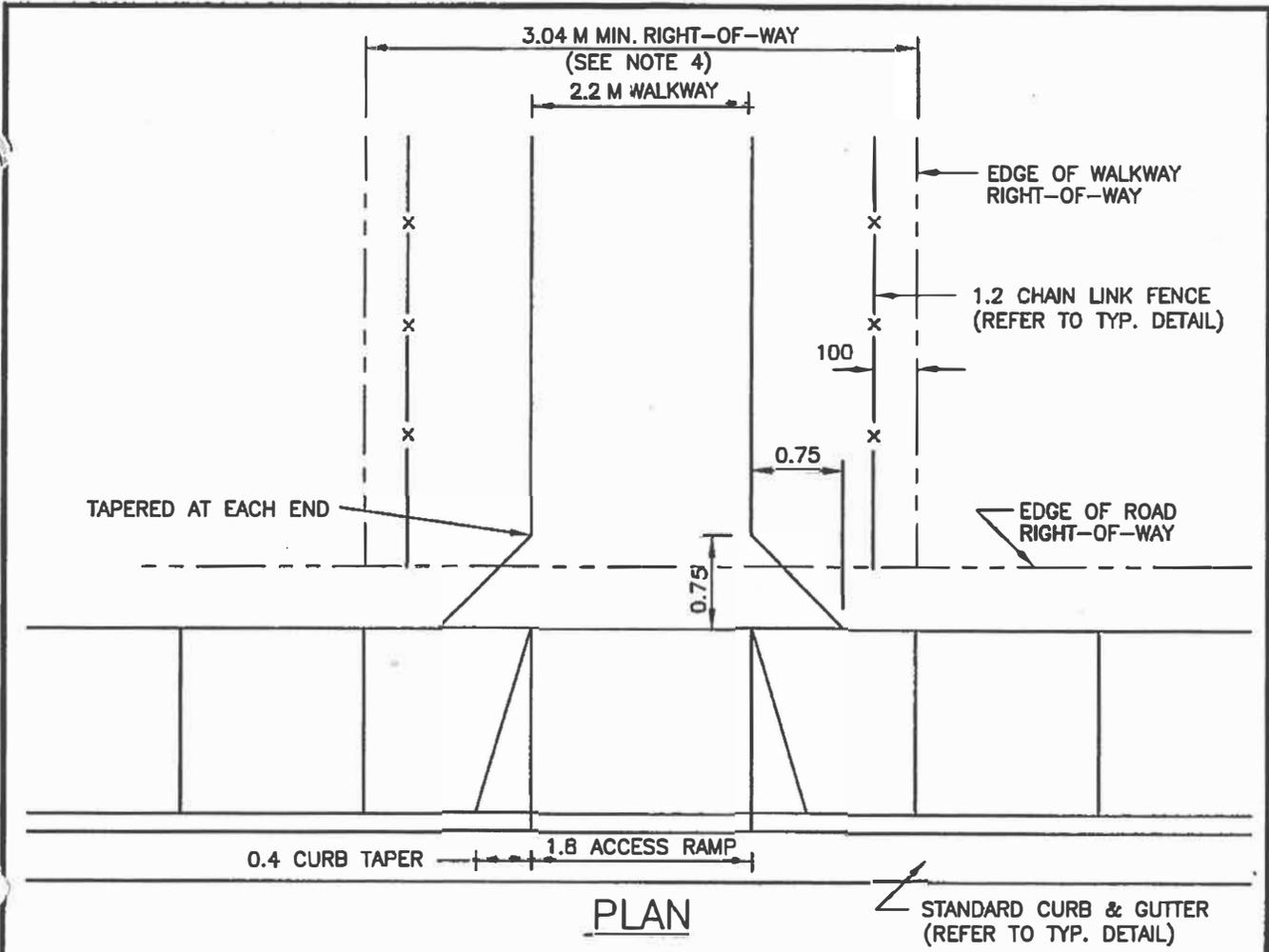
SCHEDULE H - PHASES 1 and 2 LANDSCAPE PLAN
HARBOUR ISLE
 Windmill Road, Dartmouth, Nova Scotia

SHEET: -
 DATE: 24-JUL-2018

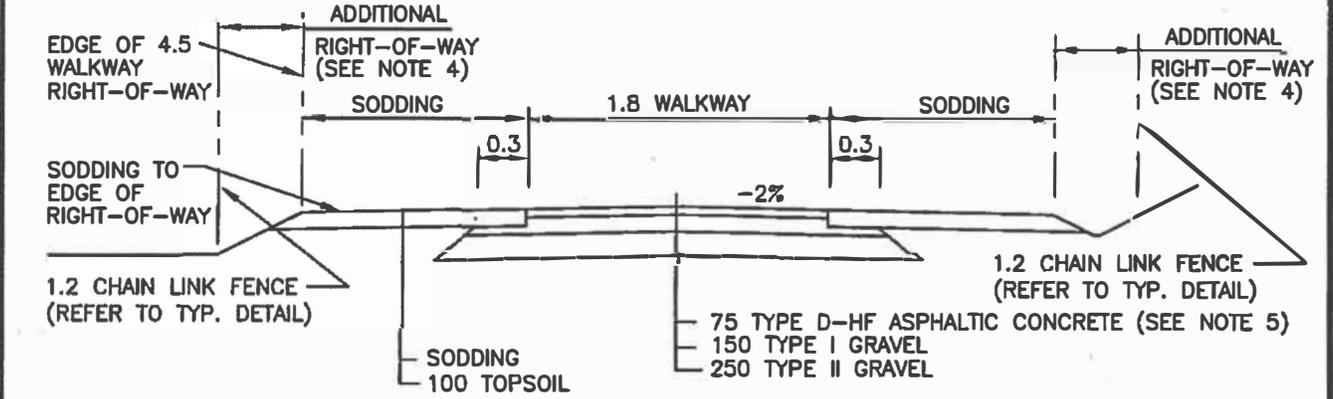
SCALE: 1:1500 METRIC
 30 20 10 0 30 60
 DESIGNER: KWATTERS
 PLANNER: CWALLACE



Schedule I: Waterfront Trail Profile



PLAN



PROFILE

NOTES:

1. WALKWAY SHOULD HAVE MIN. LONGITUDINAL SLOPE OF 2.0% WHERE POSSIBLE.
2. THE ENGINEER MAY REQUIRE OR PERMIT USE OF LOW MAINTENANCE MATERIALS IN PLACE OF SODDING.
3. WHERE MUNICIPAL SERVICE SYSTEMS ARE REQUIRED THE MIN. R.O.W. IS TO BE INCREASED TO 6.0 m. THE CHAIN LINK FENCE SHALL BE LOCATED 100 FROM THE EDGE OF THE INCREASED 6.0 m R.O.W..
4. TO ACCOMMODATE SWALE OR CUT/FILL SLOPES ADDITIONAL RIGHT-OF-WAY MAY BE REQUIRED.
5. SURFACE MATERIAL TO BE ASPHALTIC CONCRETE UNLESS DIRECTED BY THE ENGINEER.

HALIFAX REGIONAL MUNICIPALITY		
STANDARD DETAIL		
TYPICAL WALKWAY		
DATE: 2013	REFERENCE	APPROVED
SCALE: NTS		FIG. NO. HRM 40

Attachment B – Discharge Agreement

PROPOSED DISCHARGE AGREEMENT

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

BETWEEN:

HARBOUR ISLE HALIFAX INC.

a body corporate, in the Province of Nova Scotia
(hereinafter called the “Developer”)

OF THE FIRST PART

- and -

HARBOUR ISLE HAZELTON LTD.

a body corporate, in the Province of Nova Scotia
(hereinafter called the “Developer”)

OF THE SECOND PART

- and -

HALIFAX REGIONAL MUNICIPALITY

a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the “Municipality”)

OF THE THIRD PART

WHEREAS Harbour Isle Halifax Inc is the registered owner of certain lands identified as PID 41350497, PID 41443300 and PID 41443292, and which said lands are more particularly described in the Schedule A hereto attached;

AND WHEREAS Harbour Isle Hazelton Ltd. is the registered owner of certain lands identified as PID 41443284, and which said lands are more particularly described in the Schedule B hereto attached;

AND WHEREAS the lands described in Schedule A and Schedule B together are hereinafter called the “Lands”;

AND WHEREAS the Municipality entered into a Development Agreement with GJR Development Ltd. to allow for 255 dwelling units within 3 multi-unit residential buildings on the Lands (Municipal Case Number 00864) on April 5, 2007, and which was registered at the Nova Scotia Land Registry on September 11, 2007 as Document Number 88788139, (hereinafter called the “Original Agreement”);

AND WHEREAS GJR Developments Ltd. transferred its interest in the Lands to Sheppards Island Incorporated, which changed its name to Harbour Island Halifax Incorporated on May 14, 2008, and the Municipality approved an application to amend the Original Development Agreement to allow for changes to the exterior building design on the Lands (Municipal Case Number 01174) on January 8, 2009, and which was registered at the Nova Scotia Land Registry on March 24, 2009 as Document Number 93015643, (hereinafter called the “First Amending Agreement”);

AND WHEREAS the Municipality discharged the Original Agreement and First Amending Agreement on April 3, 2012, and entered into a new Development Agreement to allow for a 13 storey residential/commercial mixed-use building on the Lands (Municipal Case Number 16601) on May 5,

2011, and which was registered at the Nova Scotia Land Registry on February 22, 2012 as Document Number 100146514 (hereinafter called the "Second Development Agreement");

AND WHEREAS the Municipality discharged the Second Development Agreement and entered into a new Development Agreement to allow for one residential/commercial mixed-use building and two multi-unit buildings (Municipal Case Number 18809) on September 11, 2014, and which was registered at the Nova Scotia Land Registry Office on January 29, 2015 as Document Number 106565022 (hereinafter called the "Third Development Agreement"), and which applies to the Lands;

AND WHEREAS the Municipality approved an application to amend the Third Development Agreement to allow for further subdivision of the Lands (Municipal Case Number 20540) on January 5, 2017, and which was registered at the Nova Scotia Land Registry Office in Halifax on April 7, 2017 as Document Number 110574622 (hereinafter called the "First Amendment to the Third Development Agreement"), and which applies to the Lands;

AND WHEREAS the Municipality approved an application to amend the Existing Agreement to extend the Commencement of Development and Discharge of Agreement dates for the development, (Municipal Case Number 21765) on July 5, 2018, and which was registered at the Nova Scotia Land Registry Office in Halifax on (insert date) as Document Number (insert number) (hereinafter called the "Second Amendment to the Third Development Agreement"), and which applies to the Lands;

AND WHEREAS the Third Development Agreement, the First Amendment to the Third Development Agreement, and the Second Amendment to the Third Development Agreement together comprise the Existing Development Agreement (hereinafter called "the Existing Agreement");

AND WHEREAS Section 244 (2) of the Halifax Charter states that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owners;

AND WHEREAS the Developer has requested that the Existing Agreement be discharged from the Lands;

AND WHEREAS the Harbour East Marine Drive Community Council for the Municipality approved this request at a meeting held on [Insert - Date], referenced as Municipal Case Number 20541;

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

1. The Existing Agreement is hereby discharged as it applies to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with any development agreements for the Lands entered into by the parties and all applicable provisions and requirements of the Dartmouth Land Use By-law, as amended from time to time.

IN WITNESS WHEREOF 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:

HARBOUR ISLE HALIFAX INC.

Witness

HARBOUR ISLE HAZELTON LTD.

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 20541

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

Thursday, August 10, 2017
7:00 p.m.

Dartmouth North Community Centre (Highfield Room) - 105 Highfield Park Drive, Dart, NS

STAFF IN

ATTENDANCE: Maggie Holm, Principal Planner, HRM Planning
Holley Kent, Planning Technician, HRM Planning
Tara Couvrette, Planning Controller, HRM Planning

ALSO IN

ATTENDANCE: Councillor, Tony Mancini, District 5
Connor Wallace, WSP
David Osypowich, Applicant

PUBLIC IN

ATTENDANCE: Approximately: 4

The meeting commenced at approximately 7:03p.m.

Call to order, purpose of meeting – Maggie Holm

Ms. Holm introduced herself as the Planner and Facilitators for the application. She also introduced; Tara Couvrette – Planning Controller, Holly Kent - Planning Technician, Connor Wallace, WSP and David Osypowich – applicant/owner, and Councillor Tony Mancini.

Case No. 20541: Application by WSP Canada Inc. to apply for a new Development Agreement on PID 41350497, otherwise known as Harbour Isle, to add 3 multi-residential buildings, a hotel, restaurant, and office building to the residential development already permitted in the project.

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

1. Presentation of Proposal – Ms. Holm

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

Presentation of Proposal – Connor Wallace, WSP

Mr. Wallace explained; what was proposed (the different phases to this project) and explained what the proposal should look like.

2. Questions and Comments

Darrell Gaudet wanted to know if phase two would slow down the construction of what was already approved.

Mr. Osypowich explained what was proposed for each phase and the order in which they saw the buildings being built.

Darrell Gaudet asked if building two was supposed to be a hotel.

Mr. Osypowich stated it was not a hotel it is residential. He also explained his desire to have a recreational centre built, where the restaurant is proposed, with the condo corporation sharing ownership of it however, this is not something that is currently allowed in NS. The recreation centre would serve as the facilities for all the buildings.

Ms. Holm pointed out that Engineering stated that Market Place Drive, the connection through to Bancroft Drive, there is a transit terminal that transit is forecasting to have in about 2021 at the corner of Market Place and Bancroft. After the first phase, after the first three buildings are built, there will be enough density on the site that that will trigger Market Place Drive to make its connection to Bancroft. That road would have to be in place before the fourth residential building is built to make it safe for people to get in and out of the site.

Mr. Osypowich stated the road is through, not built yet but it is through.

3. Closing Comments

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

4. Adjournment

The meeting adjourned at approximately 7:37 p.m.

Attachment D: Review of Relevant MPS Policies

1. Regional Municipal Planning Strategy

Section 4.2.3 Transportation and Mobility – Public Transit	
Policy	Comment
<i>Policy T-9: HRM shall require mixed use residential and commercial areas designed to maximize access to public transit (Transit Oriented Development) within the Urban Transit Service Boundary through secondary planning strategies, and shall strive to achieve the intent of this policy through land use by-law amendments, development agreements and capital investments.</i>	The proposed development is located adjacent to existing bus routes on Windmill Road, and a new transit terminal is proposed at Bancroft Lane which will benefit the development.

Section 5.3.4 Halifax Harbour Designation	
Halifax Harbour plays a strategically important economic role to HRM and the Province of Nova Scotia for shipping, ship building, naval operations and other port related industries. HRM seeks to ensure that sufficient lands are retained for these purposes and that the viability of these activities is not compromised by development of incompatible uses in their proximity.	
Policy	Comment
<i>Policy EC-14: When considering an amendment to secondary planning strategies, land use by-laws or development agreements to permit new residential development in proximity to harbour related industrial uses, consideration shall be given to the potential for nuisances and compatibility issues and the importance to HRM in protecting the viability of the marine related industrial uses.</i>	The development proposes multi-unit residential buildings, rather than low density residential uses. This form of residential development should reduce possible conflict with abutting commercial and harbour related industrial uses to the north. The future development of hotel and office uses to the south will provide a transition to the existing harbour related uses abutting the subject lands.

2. Dartmouth Municipal Planning Strategy: Wright's Cove Secondary Planning Strategy

INDUSTRIAL: Section 5, Wright's Cove Secondary Planning Strategy
<p>The Wright's Cove Secondary Planning Strategy is based on the recommendations of the <i>Wright's Cove Land Use Plan and Transportation Study (Cantwell & Associates, January 2006)</i>. The study was prepared in support of the Municipality's Regional Planning Strategy and undertaken in consultation with stakeholders and community residents.</p> <p>The study area, illustrated on Schedule WR-1, encompassed a variety of uses including marine-dependent uses such as an ocean research institute, a gypsum loading facility, boat repair and restoration businesses, a yacht club, as well as numerous industrial, commercial, institutional and limited residential uses. A substantial portion of the study area was either undeveloped or had potential for redevelopment given the frontage on Halifax Harbour, close proximity to the Capital District and Burnside Business Park, and the proximity to regional road, rail, and transit systems.</p> <p>The study objectives were to assess the marine industrial potential of Wright's Cove; assess the build-out potential in consultation with area stakeholders; determine infrastructure upgrading needs and associated costs; and make recommendations for adoption under municipal planning documents. The primary study findings are summarized as follows:</p> <ul style="list-style-type: none"> • The outer portion of Wright's Cove is important for harbour-related industries and should be reserved for this purpose. However, the inner cove is too shallow and may be better suited for recreational, commercial, and residential uses provided that controls are established so as not to cause conflict with industrial uses. • The salt marsh should be retained as an environmental reserve and the Navy Islands preserved as a vegetated buffer.

Attachment D: Review of Relevant MPS Policies

<ul style="list-style-type: none"> • lands abutting Windmill Road should be retained for commercial and institutional uses but residential and industrial uses should not be supported. • Lands at Ocean Breeze Estates and Shannon Park offer potential for redevelopment as higher density “urban villages” with supporting services. • Measures should be taken to limit access points to Windmill Road to improve the safety and efficiency for traffic movement. • A new access road to the gypsum-loading facility should be considered. • Various transportation improvements would be needed for redevelopment of Shannon Park and Ocean Breeze Estates. 	
Policy	Comment
<p>Policy WC-4: <i>Within the Harbour-Related Commercial/Residential designation shown on Schedule WR-1, existing business will be permitted to expand in accordance with the I-2 (General Industrial) Zone provisions of the Land Use By-law. Harbour-related commercial uses, institutional uses, offices, hotels, townhouses, apartment buildings, restaurants and public and private recreation uses may be considered within this designation subject to approval of a development agreement. The following matters shall be considered in any agreement:</i></p>	
<p><i>(a) no residential development may be located within 300 feet of the Windmill Road right-of-way except that minor variances to this setback may be considered provided that the development viability of the commercial area is not compromised and effective screening, such as fencing or landscaping, is included to serve as a buffer between the commercial and residential developments;</i></p>	<p>The development is located more than 300 feet from Windmill Road.</p>
<p><i>(b) no building shall exceed 16 storeys in height;</i></p>	<p>Proposed residential buildings will not exceed 16 storeys, and the Hazelton (Phase 1) is 14 storeys in height. Height maximums exclude mechanical penthouses which must be screened and include noise reduction measures.</p>
<p><i>(c) notwithstanding (b) above, no building shall exceed six (6) storeys in height where the building is proposed to be located on a property abutting, or adjacent to, a property containing a single-unit dwelling in existence at the time of application for a development agreement;</i></p>	<p>N/A</p>
<p><i>(d) measures are taken in the building design of residential, institutional or office uses to mitigate noise;</i></p>	<p>Buildings shall comply with the built form requirements and architectural requirements, which together mitigate possible noise impacts.</p>
<p><i>(e) where applicable, provision is made for the construction of a publicly accessible waterfront trail across the lands;</i></p>	<p>A trail easement, and trail, is in place across a portion of the site, with the HRM as beneficiary. The agreement requires this easement and trail be continued around the perimeter of the site. Additionally, construction standards and maintenance provisions are outlined in the agreement.</p>
<p><i>(f) all development on the lands shall incorporate provisions that mitigate potential damages from coastal flooding and storm-surge events;</i></p>	<p>The agreement stipulates that all building development must occur 3.8m above CDVD 28.</p>

Attachment D: Review of Relevant MPS Policies

<i>(g) that a survey be completed by a qualified person, verifying that there is no evidence of unexploded ordnance on and adjacent the subject site, particularly if water-lot infill is being proposed;</i>	This is a requirement in the agreement, to be addresses prior to a development permit being issued.
<i>(h) any development contemplated on Sheppards Island cover no more than twenty-five percent (25%) of the area of the island, and the trees on the remaining seventy-five percent (75%) area are retained in order to screen development on the island and mainland from harbour related industrial activities in the outer cove; and</i>	Not applicable - Sheppards Island is not included in the development request.
<i>(i) the criteria of policy IP-1(c) and IP-5 for any apartment building development.</i>	See below for Policy IP-1(c) and Policy IP-5.

3. Dartmouth Municipal Planning Strategy

OPEN SPACE AND RECREATION: Environmental Concerns	
Environmental concerns in this section of the Municipal Development Plan is not meant to be all encompassing. The majority of environmental concerns, both physical and social, are dealt with in various other sections of this plan and shall not be repeated.	
The forms of pollution normally associated with environmental concerns (air and noise pollution, etc.) fall under the jurisdiction of the Provincial or Federal governments. To this end, the City of Dartmouth may wish from time to time to make comments or presentations to these levels of government. There are however, four major areas that due to the individual significance, will be dealt with: (1) Lake and Lake Shore Protection, (2) Conservation of environmentally sensitive areas, physically unique areas, and major drainage systems, (3) View planes, and (4) Urban form.	
(4) Urban Form In the early stages of this process, beautification of properties and buildings plays a very significant role in creating this "awareness" and will assist in developing more "interesting" and "livable" areas within the City. Through co-operation with groups such as the Chamber of Commerce and Horticultural Society, etc., the City could establish an award system for the beautification or restoration of various forms of land uses and buildings throughout the City (Policy E-5).	
Policy	Comment
<i>Policy E-7: It shall be the intention of Council to require buildings to be setback from watercourses. It shall further be the intention of Council to require the provision of natural buffers within this setback to protect water quality, reduce the impacts of erosion and sedimentation, reduce the risk of contamination, and to protect shoreline habitat. (RC-Oct 2/01;E-Oct 31/01)</i>	The Stormwater and Site Grading Management Plans address these concerns alongside the Landscaping Plan and adherence to CDVD 28. Information relative to 1:100 storm events, sea level rise, and storm surge protection will be assessed at the permitting stage through adherence to CDVD 28 and the 3.8m elevation requirement.

IMPLEMENTATION POLICY: IP-1(c) Zoning By-law	
The Zoning By-law is the principal mechanism by which land use policies shall be implemented. It shall set out zones, permitted uses and development standards which shall reflect the policies of the Municipal Development Plan as per Section 33 (3) of the Planning Act. The zoning by-law may use site plan approval as a mechanism to regulate various uses. (RC-Sep 8/09;E-Nov 14/09)	
Notwithstanding the above, it shall be the intention of Council not to pre-zone lands outside the	

Attachment D: Review of Relevant MPS Policies

<p>development boundary as shown on the Generalized Land Use Plan: Map 9; Map 9b, 9c, 9d, 9e, 9g, 9h,9i (By-law 633), 9i (By-law 724), 9j, 9q, 9m, 9o, 9p (Portland St), 9p (Craigwood) and 9r (As amended by By-law C-475, Sept. 20, 1983 and By-law C-493, Dec.9, 1983 and By-law C-511, July 6,1984).</p> <p>It shall recognize that certain areas are premature for specific zoning classifications by reason of lack of services, public facilities or other constraints. Council shall use the H-zone (Holding Zone). <i>In the H Zone the permitted types of uses shall be limited in accordance with the Reserve classification in Table 4 (As amended by By-law C-475, Sept. 20, 1983).</i> In this manner, Council can maintain a comparatively high degree of control, and major development proposals contemplated for such areas shall be processed as zoning amendments.</p>	
Policy	Comment
<p><i>In considering zoning amendments and contract zoning, Council shall have regard to the following:</i></p>	
<p><i>(1) that the proposal is in conformance with the policies and intent of the Municipal Development Plan</i></p>	<p>No conflicts identified.</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 development contains a mix of residential and commercial uses which are compatible with surrounding uses. The design of the buildings will be controlled through the use of built form and architectural requirements.</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>A landscaping plan is required for the entire site as well as for each phase within the development. The agreement also includes site and building design controls which include screening provisions.</p>
<p><i>(4) that the proposal is not premature or inappropriate by reason of:</i></p> <ul style="list-style-type: none"> <i>(i) the financial capability of the City is to absorb any costs relating to the development</i> <i>(ii) the adequacy of sewer and water services and public utilities</i> <i>(iii) the adequacy and proximity of schools, recreation and other public facilities</i> <i>(iv) the adequacy of transportation networks in adjacent to or leading to the development</i> <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> <i>(vi) preventing public access to the shorelines or the waterfront</i> <i>(vii) the presence of natural, historical features, buildings or sites</i> <i>(viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized</i> <i>(ix) the detrimental economic or social effect that it may have on other areas of the City.</i> 	<ul style="list-style-type: none"> (i) none identified; (ii) the site is serviced by municipal infrastructure; (iii) there are limited recreation facilities in the immediate area, however the proposal includes a waterfront walking and each residential building will provide amenity space. The nearest schools which would serve this community are: Shannon Park Elementary, John Martin Junior High, and Dartmouth High School; (iv) issues with the road network have not been identified; (v) the agreement requires site grading, erosion and sedimentation, and stormwater management plans be submitted at the time of building permits; (vi) a publically accessible waterfront trail is being provided; (vii) none identified; (viii) this development will create a dense residential community; (ix) this proposal will not create a detrimental economic or social effect on the City.
<p><i>(5) that the proposal is not an obnoxious use</i></p>	<p>N/A</p>
<p><i>(6) that controls by way of agreements or other legal devices are placed on proposed developments to</i></p>	<ul style="list-style-type: none"> (i) the agreement controls land use, density and phasing;

Attachment D: Review of Relevant MPS Policies

<p><i>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> <ul style="list-style-type: none"> <i>(i) type of use, density, and phasing</i> <i>(ii) emissions including air, water, noise</i> <i>(iii) traffic generation, access to and egress from the site, and parking</i> <i>(iv) open storage and landscaping</i> <i>(v) provisions for pedestrian movement and safety</i> <i>(vi) management of open space, parks, walkways</i> <i>(vii) drainage both natural and sub-surface and soil-stability</i> <i>(viii) performance bonds.</i> 	<ul style="list-style-type: none"> <i>(ii) no issues identified;</i> <i>(iii) a traffic impact statement was submitted and accepted by HRM Development Engineering. The connection of Marketplace Drive creates the required second access to/from the site;</i> <i>(iv) open storage and landscaping are controlled in the agreement;</i> <i>(v) sidewalks are included on the public street and the common shared private driveways.</i> <i>(vi) a publically accessible waterfront trail is being provided;</i> <i>(vii) no issues identified;</i> <i>(viii) performance bonds, if required, will be provided for in the agreement.</i>
<p><i>(7) suitability of the proposed site in terms of steepness of slope, soil conditions, rock out-croppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors</i></p>	<p>The development is located along the edge of the Halifax harbour, however the agreement requires the submission of site grading, erosion and sedimentation control, and stormwater management plans at the permitting stage.</p>
<p><i>(8) that in addition to the public hearing requirements as set out in the Planning Act and City by-laws, all applications for amendments may be aired to the public via the "voluntary" public hearing process established by City Council for the purposes of information exchange between the applicant and residents. This voluntary meeting allows the residents to clearly understand the proposal previous to the formal public hearing before City Council</i></p>	<p>The level of community engagement was consultation, and it was achieved through providing information and seeking comments through the HRM website, signage posted on the subject site and postcards mailed to property owners within the notification area. A public information meeting was held on August 10, 2017, and o public comments were received for the proposed amendments.</p>
<p><i>(9) that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:</i></p> <ul style="list-style-type: none"> <i>(i) Council with a clear indication of the nature of proposed development, and</i> <i>(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community</i> 	<p>N/A</p>
<p><i>(10) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</i></p>	<p>N/A</p>

IMPLEMENTATION POLICY: IP-1(o) Apartment Building Design	
Policy	Comment
<p><i>Careful consideration should be given to the construction of apartment buildings throughout the City. Recently, concerns have been expressed about the exterior design, density, concentration, site treatment, massing and traffic issues as they relate to apartment development. These issues could be addressed by the Development Agreement process and would also permit</i></p>	<p>Please refer to policy IP-5 below for comments relative to the building design, density, concentration, site treatment, massing and traffic issues.</p>

Attachment D: Review of Relevant MPS Policies

<i>public involvement in the evaluation of the proposed development.</i>	
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IMPLEMENTATION POLICY: IP-5	
Policy	Comment
<i>It shall be the intention of City Council to require Development Agreements for apartment building development in R-3, R-4, C-2, MF-1 and GC Zones. Council shall require a site plan, building elevations and perspective drawings for the apartment development indicating such things as the size of the building(s), access & egress to the site, landscaping, amenity space, parking and location of site features such as refuse containers and fuel storage tanks for the building. In considering the approval of such Agreements, Council shall consider the following criteria:</i>	
<i>(a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;</i>	The development is not located adjacent to any existing residential neighbourhoods, however the design of the buildings will be controlled in the agreement through the built form and architectural requirements.
<i>(b) adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:</i> <i>(i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;</i> <i>(ii) traffic generation, access to and egress from the site; and</i> <i>(iii) parking;</i>	(i) the built form requirements in the agreement control the streetwall height, stepbacks and widths. The use of maximum floor plates and building heights will control the size and bulk of each building. (ii) a traffic impact statement was submitted and no issues were identified; (iii) parking is controlled in the agreement.
<i>(c) adequacy or proximity of schools, recreation areas and other community facilities;</i>	There are limited recreation facilities in the immediate area, however the proposal includes a waterfront walking and each residential building must provide amenity space. Dartmouth North Community Centre is the closest HRM recreation facility. The nearest schools which would server this community are: Shannon Park Elementary, John Martin Junior High, and Dartmouth High School.
<i>(d) adequacy of transportation networks in, adjacent to, and leading to the development;</i>	No issues identified.
<i>(e) adequacy of useable amenity space and attractive landscaping such that the needs of a variety of household types are addressed and the development is aesthetically pleasing;</i>	Amenity space for each residential building, and landscaping plans are required for each phase of the development. The waterfront trail provides additional outdoor space for residents of the development.
<i>(f) that mature trees and other natural site features are preserved where possible;</i>	None identified.
<i>(g) adequacy of buffering from abutting land uses;</i>	The configuration of the land provides natural buffers from the abutting land uses.
<i>(h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and</i>	Minimal grade alterations will occur, and will be addressed at the permitting stage.
<i>(i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).</i>	See IP-1(c) above.