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Item No. 13.1.1
Harbour East – Maine Drive Community Council
August 19, 2020

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

-Original Signed-

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: July 31, 2020

SUBJECT: **Case 21951: Development Agreement for 1000 Micmac Boulevard,
Dartmouth**

ORIGIN

Application by Armour Group Ltd., on behalf of the property owner.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

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

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to allow for a 15-storey multi-unit building and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the agreement be signed by the property owner within 240 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Armour Group Ltd. is applying to construct a 15-storey multi-unit residential building at 1000 Micmac Boulevard, Dartmouth. There is currently a 6-storey, 130-unit multi-unit residential building located on the property which was constructed in the late 1970s. The proposal is to construct a new multi-unit residential building on vacant land to the north of the existing multiple-unit residential building.

Subject Site	1000 Micmac Boulevard, Dartmouth
Location	Adjacent to Micmac Mall
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	High Order Residential (HR), Regional Centre Secondary Municipal Planning Strategy
Zoning (Map 2)	High Order Residential-1 (HR-1) and High Order Residential-2 (HR-2), Regional Centre Land Use By-law
Size of Site	5.34 acres
Street Frontage	~231.72 metres (760.23 feet)
Current Land Use(s)	Multi-unit residential
Surrounding Use(s)	High & low density residential, commercial mall & offices, and community recreation fields.

Proposal Details

The applicant proposes to subdivide approximately 1 acre from the existing 5.34 acre site and construct a 15-storey multi-unit building. The major aspects of the proposal are as follows:

- A maximum height of 47 m (155 ft);
- Approximately 148 residential units, 40% of which are to be 2-bedroom units;
- 4 residential units that have direct access to Micmac Blvd.;
- Option to flex ground floor units to commercial space;
- 820 sq. m. (8,826 sq. ft.) of amenity/landscaped space; and
- The existing Kings Wood building is to remain unchanged on the remaining subdivided parcel of land.

Centre Plan

This application is being considered under the transition policies of the Regional Centre Secondary Municipal Planning Strategy (Centre Plan). On September 18, 2019, Regional Council approved Package A of the Centre Plan which applies to the subject property. Policy 10.25 of the Centre Plan enables complete development agreement applications, on file before the first publication of Council's intent to adopt the Centre Plan, to be considered under the policies in effect at the time. This application was deemed complete in the fall of 2018. Policy 10.26 requires that applications considered under policy 10.25 include project commencement dates not exceeding three years, and project completion dates not exceeding 6 years.

Enabling Policy and LUB Context

Through Policy 10.25 of the Centre Plan, Council may consider this application in accordance with Policy IP-5 of the Dartmouth Municipal Planning Strategy (MPS) which requires approval by Community Council before any apartment building can be constructed. This enabling policy requires the proposal to be consistent and compatible with the existing neighbourhood and consideration be given to exterior design, density, massing, landscaping, amenity space and traffic.

The subject property is zoned High Order Residential-1 (HR-1) and High Order Residential-2 (HR-2) under the Centre Plan. The Higher-Order Residential zones permit multi-unit residential buildings within low to high-rise building forms, depending on the location. A high-rise building form is permitted on the subject site. In addition to residential uses, the Higher-Order Residential zones allow opportunities for work-live units, professional offices, and a range of commercial uses.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website (942 unique views), signage posted on the subject site, 230 letters mailed to property owners within the notification area and an open house held on November 27th, 2019, to which approximately 19 residents attended. Attachment C contains a summary of comments received at the meeting. The public comments received include the following topics:

- traffic concerns, both on Micmac Blvd. and Crichton Ave.;
- potential loss of existing vegetation; and
- a mix of opinion on the building's compatibility with the existing neighbourhood – some thought it was compatible while others did not.

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

The proposal will potentially impact local residents and property owners.

DISCUSSION

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

Subdivision

The agreement requires the subdivision of the existing Kings Wood property to happen prior to any permits being issued for the proposed new building. The applicant is currently undertaking the final plan of subdivision process with the intention of completing the approval and registration after Community Council's decision but prior to the development agreement being signed (if approved).

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:

- Height, siting, massing, and exterior design of the building;
- Permitted uses within the building, including potential commercial units on the ground floor;
- Required unit mix with a minimum of 40% of the units containing two or more bedrooms;
- Required indoor and outdoor amenity space and its location;
- Site access location and requirements for vehicular parking;
- Signage and lighting; and
- Provisions for non-substantive amendments that include:
 - Changes to the landscaping;
 - Changes to the building siting and architectural requirements; and
 - Changes to the commencement and completion dates in accordance with the limitations placed on these within the Regional Centre Municipal Planning Strategy.

The attached development agreement will permit a 15-storey multi-unit building, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the

Dartmouth MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Compatibility & Consistency

One of the key considerations when reviewing an application under Policy IP-5 is the compatibility and consistency of the proposed land use with the existing neighbourhood and the mitigation of potential impacts that could potentially arise. These matters are addressed as follows:

- The residential nature of the proposed building is in keeping with the existing Kings Wood multi-unit building located on the site, the other multi-unit buildings located along United Avenue and Horizon Court as well as the low-density residential uses located to the south on Crichton Avenue.
- The form, height, and massing of the proposed building are consistent and compatible with the existing high and medium density buildings located on the site, along United Ave., and to the north on Horizon Court;
- South of the subject site are single unit dwellings located on Crichton Ave. A required setback of 52 m from any abutting low-density building, coupled with existing and proposed vegetation, provides a visual and acoustic buffer to help ensure compatibility with these abutting low-density uses. Additionally, the slight grade change from the subject site to the single unit dwellings will reduce the perceived height of the building as the single unit dwellings are at a higher elevation; and
- To reflect the neighbourhood character of an insular wooded development pattern while also maintaining an interaction with Micmac Blvd., the main entrance to the apartment building is located on the east elevation off the interior driveway with four residential units having direct access to Micmac Blvd.

Site and Building Design

The following requirements are established in the development agreement to ensure that the project is sited and designed appropriately for the site:

- Building siting requirements to ensure greatest separation from low density uses and a maximum setback of 3.2 m from Micmac Blvd.;
- A 2-storey podium and maximum tower plate of 1,265 sq. m.; and
- Utilization of varied architectural materials and treatments to mitigate against blank walls and to break up the massing.

Landscaping/Amenity Space

The proposed development agreement requires a total amenity space of 820 sq. m., of which 469 sq. m. is to be outdoor amenity space consisting of a landscaped roof terrace and greenhouse/solarium. The proposed building is located on an existing surface parking lot, however some of the existing tree canopy will be removed during construction. New landscaping will be provided on the property including tiered landscaping along the Micmac Boulevard frontage. These measures will improve the aesthetics of the site and provide a form of buffer along internal property lines.

There is currently an informal pedestrian connection across the privately-owned subject property from Micmac Blvd., at the Horizon Court intersection, through the site to the dead end of Creighton Avenue. The importance of this pedestrian connection was identified by residents during public engagement. Residents use this as a short cut to Mic Mac Mall and Creighton Park Elementary School. Concerns were raised by residents on the status of this connection and proper maintenance during the winter months. This informal connection crosses private property owned by the applicant and HRM cannot require this connection be maintained as a condition of development agreement approval. However, as part of the building program, the applicant has proposed to alter the grade of a small portion of steeply sloped HRM parkland abutting the site to allow a temporary construction easement for equipment and material storage. In response to community concerns around the loss of the pedestrian connection, the applicant has offered to grade the property and return the area to HRM after the conclusion of the need for the construction easement in a condition that would enable construction of a multi-use trail at this location. If constructed, this trail would

result in a formalized connection from Micmac Blvd. to the dead end of Creighton Avenue entirely on public property without any encroachment on private land. It should be noted that improvements related to the trail and construction easement cannot be required as a condition of approval of the proposed development agreement. These items will be resolved during the building permit process as part of the approval of the proposed temporary construction easement. Accordingly, the development agreement provides the flexibility required to make alterations to accommodate minor grade changes along this elevation of the building to achieve the construction of this multi-use trail.

Traffic

The proposal will utilize the existing driveway off Micmac Boulevard, opposite Horizon Court, and is required to have the majority of the parking underground (minimum 100 parking stalls) with a maximum of 20 parking stalls above ground. A Traffic Impact Statement (TIS) was prepared by a Professional Engineer which has been deemed acceptable by Development Engineering staff. The TIS concluded that the proposed development is not expected to have any significant impact on the level of performance of the local streets, the adjacent intersections, or the regional street network and will provide an opportunity for increased ridership to the transit system.

In 2019, HRM Traffic Management collaborated with NSTIR to assess the safety and performance of the intersection at Micmac Boulevard, Lancaster Drive, and Woodland Avenue. The intersection was found to be nearing capacity and to have a history of collisions. As a result of this performance audit, Council accepted the recommendation to work with NSTIR on a project to convert the intersection to a roundabout.

A more detailed analysis of trip distribution from the proposed development to Micmac/Lancaster/Woodlawn intersection will be required at the building permit stage to examine its effect on the intersection and its redesign. The developer may need to contribute to interim modifications at the intersection if modifications are required before the intersection upgrade is complete.

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 Dartmouth MPS. The proposed development is compatible and consistent with the surrounding neighborhood in land use and built form. Therefore, staff recommend that the Harbour East – Marine Drive Community Council approve the proposed development agreement.

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

FINANCIAL IMPLICATIONS

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

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. Harbour East – Marine Drive Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Harbour East – Marine Drive Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

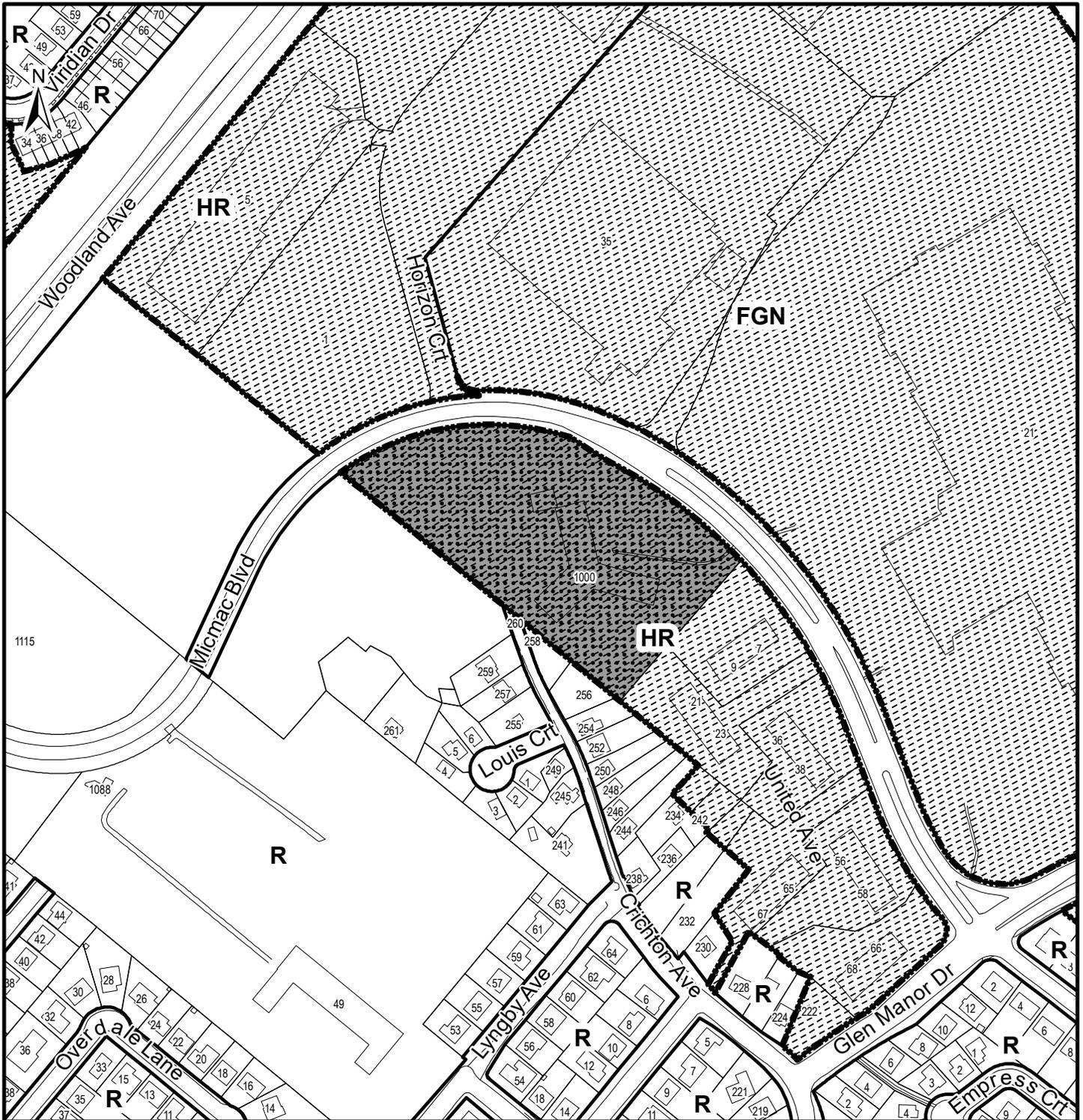
ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant SMPS and Dartmouth MPS Policies
Attachment C:	Public Open House Meeting Summary

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

Report Prepared by: Dean MacDougall, Planner III, 902.490.4193

Report Approved by: Steven Higgins, Manager Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

1000 Micmac Blvd
Dartmouth

HALIFAX

-  Subject Property
-  Regional Centre Package A

Designation - Dartmouth

R Residential



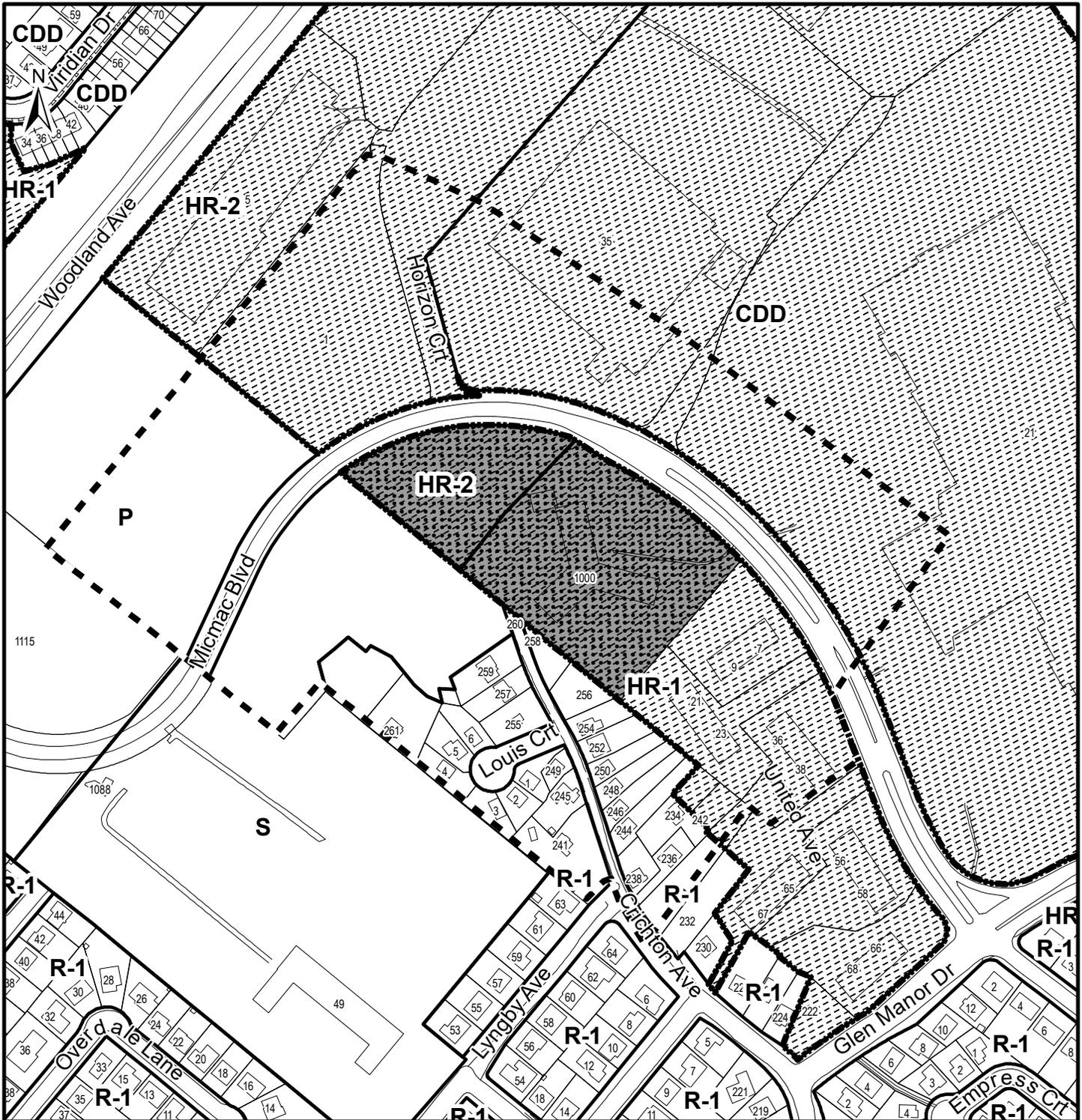
Designation - Regional Centre

FGN Future Growth Node
HR High-Order Residential

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

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

Regional Centre Package A Plan Area,
Dartmouth Plan Area



Map 2 - Zoning and Notification

1000 Micmac Blvd
Dartmouth

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

Zone - Dartmouth

- CDD Comprehensive Development District
- P Park
- R-1 Single Family Residential
- S Institutional

Zone - Regional Centre

- CDD Comprehensive Development District
- HR-1 Higher-Order Residential 1
- HR-2 Higher-Order Residential 2

HALIFAX



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

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

Dartmouth Land Use By-Law Area,
Regional Centre Package A Land Use By-Law Area

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

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1000 Micmac Boulevard, Dartmouth and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a mixed-use multi-unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 10.25 of the Regional Centre Secondary Municipal Planning Strategy and IP-5 of the Dartmouth Municipal Planning Strategy;

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 21951;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the 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 Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

1.7 Lands

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

Indoor Amenity Space means common amenity spaces for residents of the development located within the building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.

Outdoor Amenity Space means common amenity spaces for residents of the development located outside the building, including but not limited to, building terraces, green houses, and solariums but not individual unit balconies/terraces.

Low Density Residential means either a single unit, two unit, or townhouse dwelling.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement **and filed in the Halifax Regional Municipality as Municipal Case 21951:**

Schedule A	Legal Description of the Land
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	East Elevation
Schedule E	South Elevation
Schedule F	West Elevation
Schedule G	North Elevation

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of any development permit, if the building is to be located within 3.66 metres of the left-side property line abutting Maybank Park (PID 40401879), confirmation shall be submitted to the Development Officer confirming the easement in favour of Nova Scotia Power has been relinquished from the property or confirmation from Nova Scotia Power that the building can be partially located on the easement.

- 3.2.2 Prior to the issuance of any development permit, the approved final plan of subdivision must be filed and registered at the Land Registry. The final plan of subdivision must meet all the requirements of the Land Use By-law and Regional Subdivision By-law and be as generally shown on Schedule B.
- 3.2.3 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer:
- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5 of this agreement;
 - (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5 of this agreement; and
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5 of this agreement.
- 3.2.4 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan which complies with the provisions of Section 3.7 and generally conforms with the Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects).
- 3.2.5 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide written confirmation from a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement or security for the landscaping as outlined in Section 3.7
- 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.

3.3 General Description of Land Use

- 3.3.1 The use of the Lands permitted by this Agreement are the following:
- (a) A multi-unit residential building, of which:
 - a. a minimum 40% of the residential units shall contain two or more bedrooms. Each floor of the building shall contain a minimum of one unit containing two or more bedrooms;
 - b. four ground floor units are to face Micmac Boulevard and have exterior access to the street; and
 - c. a total of 820 square metres of amenity space shall be provided, of which:
 - i. a minimum 469 square metres must be Outdoor Amenity Space as per Schedule C; and
 - ii. any room dedicated to Indoor Amenity Space shall be a minimum size of 50 square metres.
 - (b) Ground floor units on the east and north elevations shall be permitted to convert to any permitted use within the High-Order Residential 2 (HR-2) Zone of the Land Use Bylaw.

3.4 Building Siting and Architectural Requirements

- 3.4.1 The building's siting, massing, scale, and exterior design shall generally comply to Schedule B, D, E, F, and G. For greater clarity:
- (a) the building shall be setback a maximum of 3.2 metres from the front lot line;
 - (b) the building shall be setback a minimum 0.66 metres from the left-side property line, a minimum 6.8 metres from the right-side property line, and a minimum 9.8 metres from the rear property line;
 - (c) the maximum height of the building shall not exceed 47 metres (15 storey), excluding rooftop mechanical and elevator overrun;
 - (d) the building podium shall be 2 storeys in height, as shown on Schedules D and E;
 - (e) finished grades, as shown on the Schedules, are permitted to change based on the final site grading at the building permit stage;
 - (f) the building shall have a maximum tower footprint (above Level 2) of 1,265 square metres;
 - (g) no portion of the building shall be closer than 52 metres to any Low Density Residential property boundary;
 - (h) the buildings materials shall be as generally shown on the Schedules and shall not include vinyl siding; and
 - (i) All roof mounted mechanical systems (HVAC, exhaust fans, etc) or telecommunication equipment shall be visually integrated into the roof design or screened from public view. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.5 Parking, Circulation, and Access

- 3.5.1 Surface parking area shall be sited as shown on Schedule B, with a maximum of 20 parking spaces. No other surface parking is permitted.
- 3.5.2 A minimum of 100 parking spaces located within an underground parking structure shall be provided.
- 3.5.3 Bicycle parking shall be provided as per the requirements of the Land Use By-law.

3.6 Outdoor Lighting

- 3.6.1 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, and adjacent lots and buildings.

3.7 Landscaping

- 3.7.1 Landscaping shall be provided as generally shown on Schedule C and all plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition). All landscape construction on the site shall conform to the Canadian Landscape Standard.
- 3.7.2 Where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall

be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.8 Maintenance

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

3.8.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.9 Signs

3.9.1 The sign requirements shall be accordance with the applicable Land Use By-law as amended from time to time.

3.9.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

3.10 Temporary Construction Building

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

3.11 Screening

3.11.1 Utility infrastructure, such as propane tanks and electrical transformers, shall be located on the site in such a way to ensure minimal visual impact from Micmac Boulevard and residential properties along the side and rear property lines. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

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.

4.1.2 The Lancaster/Micmac/Woodlawn intersection is nearing capacity. Further investigation on the development's impact on the intersection will be assessed at the time of Development Permit.

4.2 Off-Site Disturbance

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

4.3 Undergrounding Services

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

4.4 Solid Waste Facilities

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

4.4.2 Refuse containers and waste compactors shall be confined to the loading areas within the building.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.3 Archaeological Monitoring and Protection

5.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the

Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.4 Sulphide Bearing Materials

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

5.5 Provincial Contaminated Site Regulations

5.5.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the reporting and remediation of contaminated sites, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:

- (a) A change in the landscaping which, in the opinion of the Development Officer, does not conform with Schedule C;
- (b) Changes to the architectural requirements as outlined in Section 3.4.1 (h);
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 7.4.4 and 7.5.1 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Building Permit.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.
- 7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.
- 7.4.3 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.
- 7.4.4 In the event that development on the Lands has not been completed within six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the development of the Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

- 8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of

the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

8.2 Failure to Comply

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

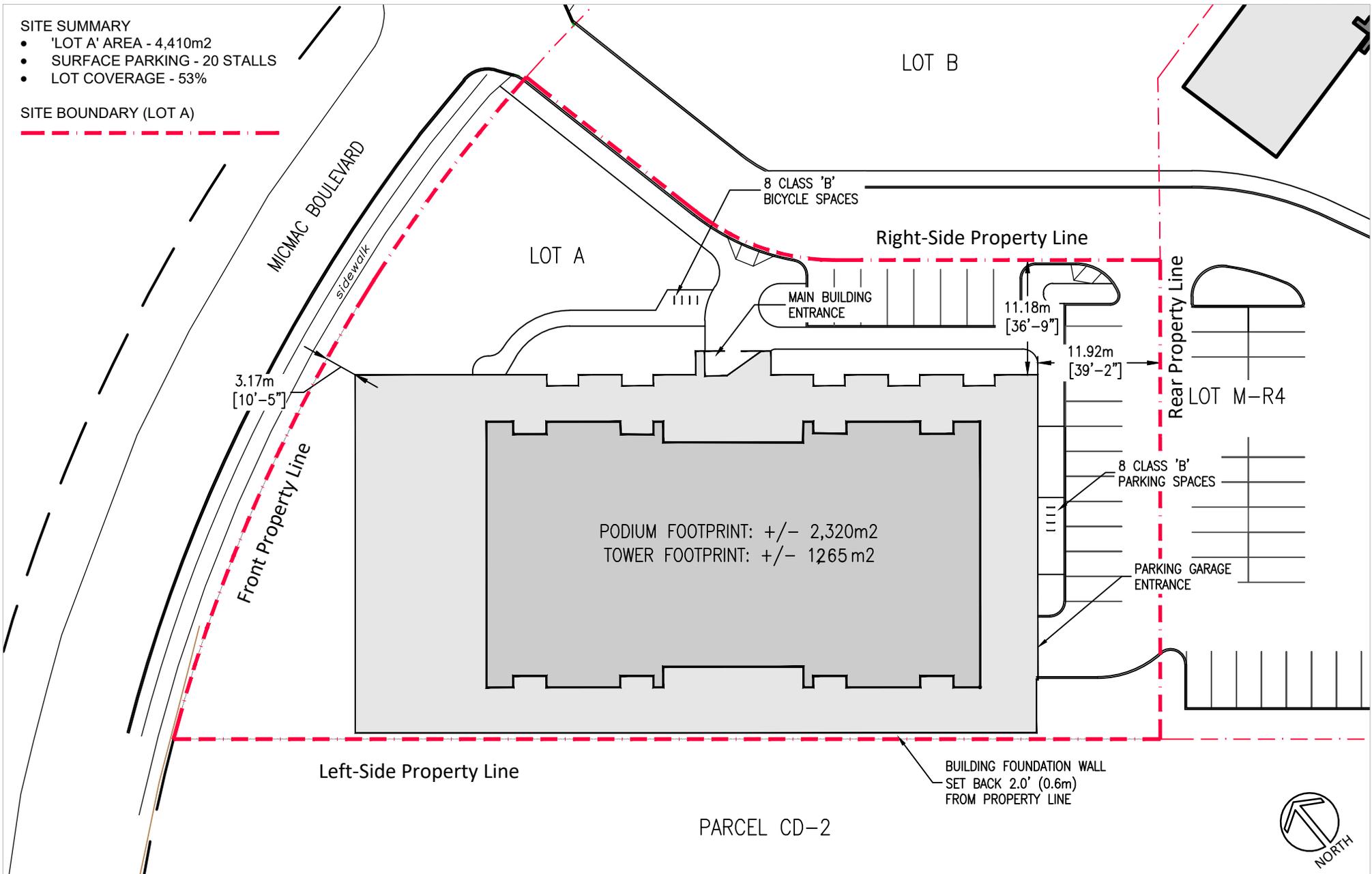
On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Sherryl Murphy, Clerk of the Halifax Regional Municipality, signed the same and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

A Commissioner of the Supreme Court
of Nova Scotia

SITE SUMMARY

- 'LOT A' AREA - 4,410m²
- SURFACE PARKING - 20 STALLS
- LOT COVERAGE - 53%

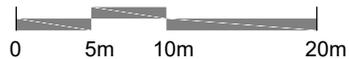
SITE BOUNDARY (LOT A)



KINGS WOOD II

Dartmouth, NS
189-000152-00
May 28, 2020

SCHEDULE B: SITE PLAN



SCALE 1:500

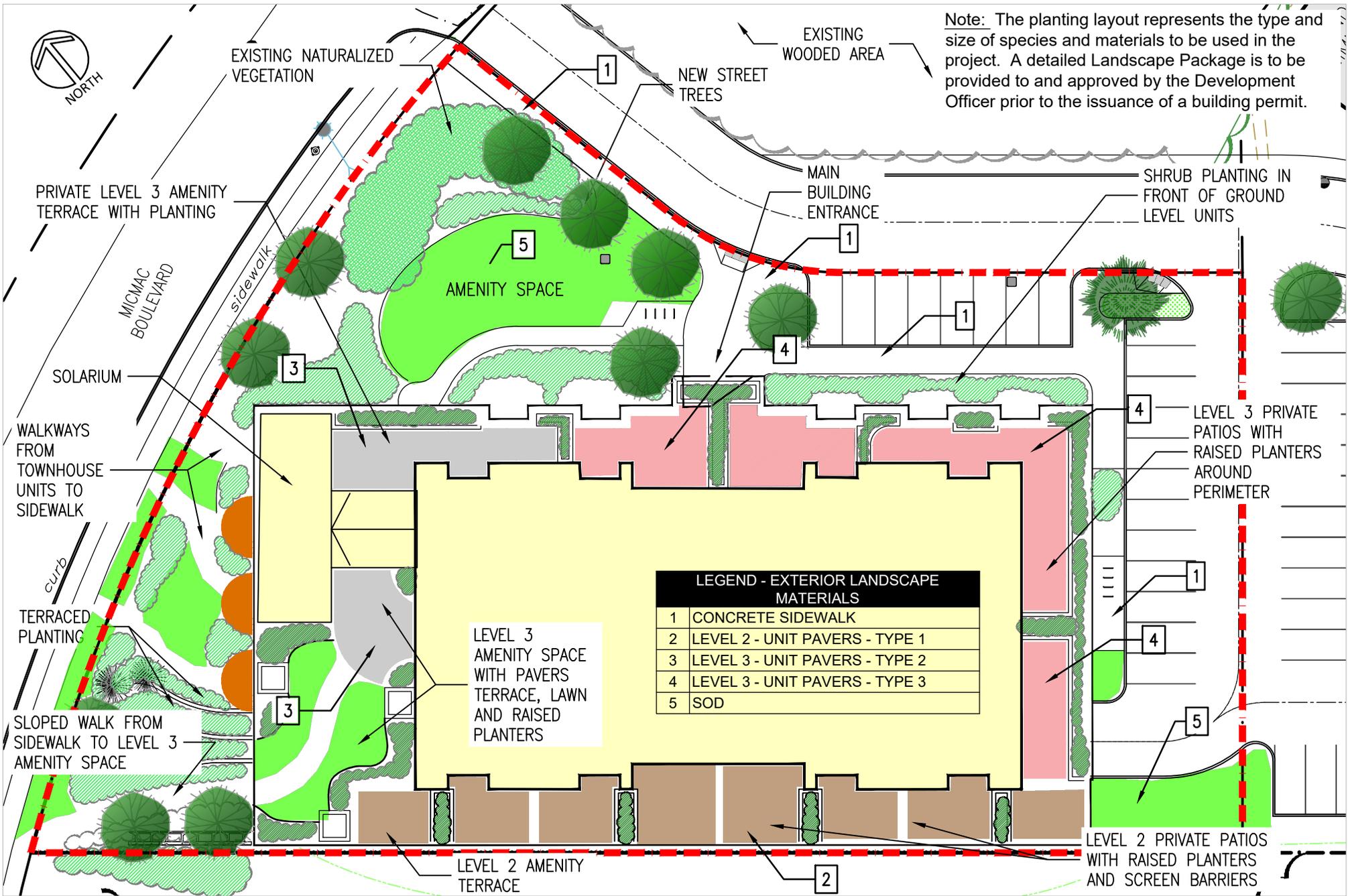


3008 Oxford Street
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L1

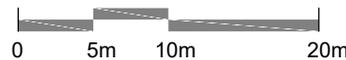


Note: The planting layout represents the type and size of species and materials to be used in the project. A detailed Landscape Package is to be provided to and approved by the Development Officer prior to the issuance of a building permit.



KINGS WOOD II
 Dartmouth, NS
 189-000152-00
 July 20, 2020

SCHEDULE C: LANDSCAPE PLAN



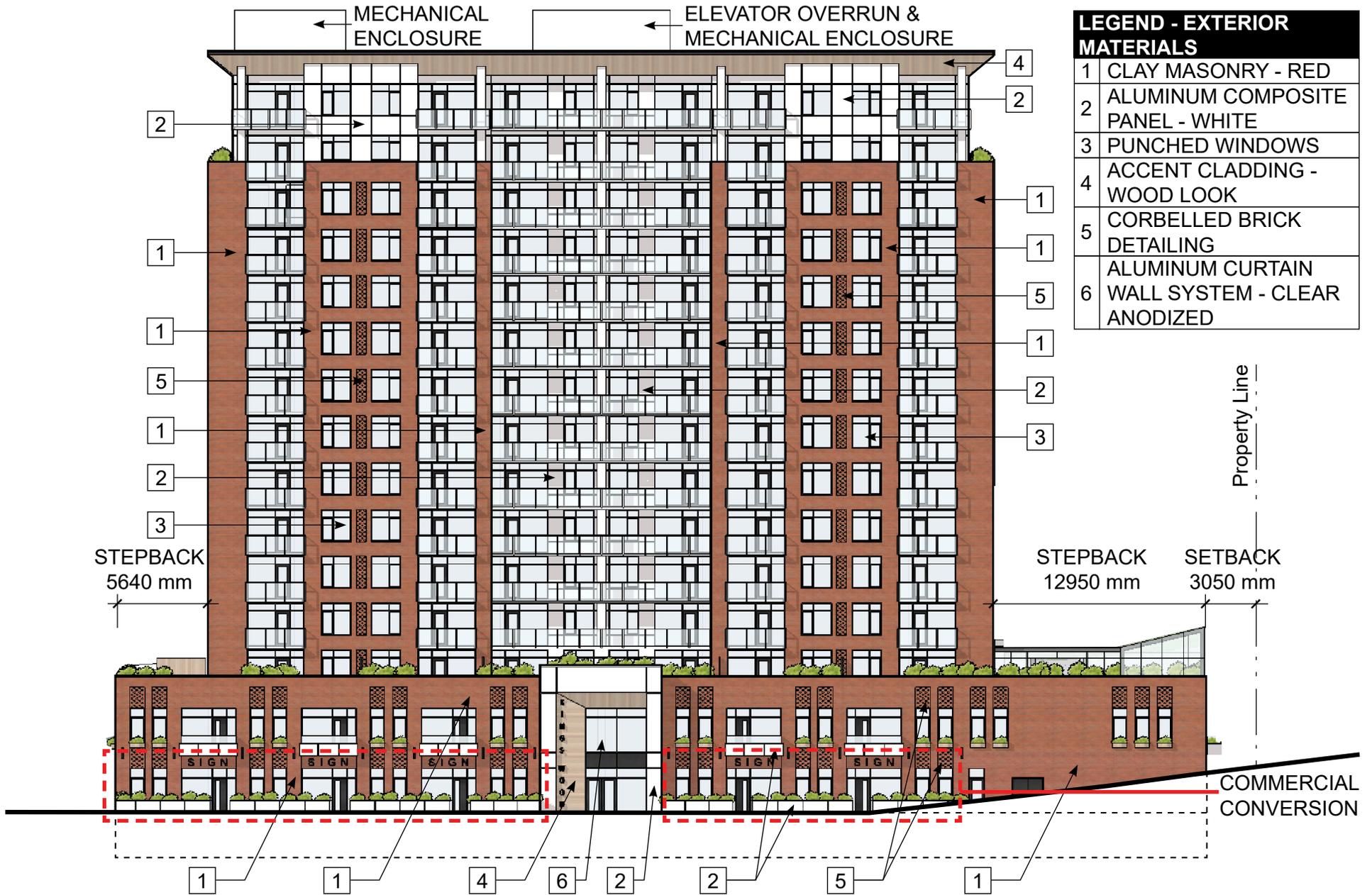
SCALE 1:500

Vollick McKee Petersmann
 LANDSCAPE ARCHITECTURE
 SITE PLANNING PROJECT MANAGEMENT

3008 Oxford Street
 Suite 203
 Halifax, Nova Scotia
 Canada B3L 2W5

Tel: 902 422 6514
 Fax: 902 425 0402
 info@vollickmckee.com
 www.vollickmckee.com

L2



KINGS WOOD II
 Dartmouth, NS
 189-000152-00
 July 22, 2020

SCHEDULE D: EAST ELEVATION

Scale = 1:325



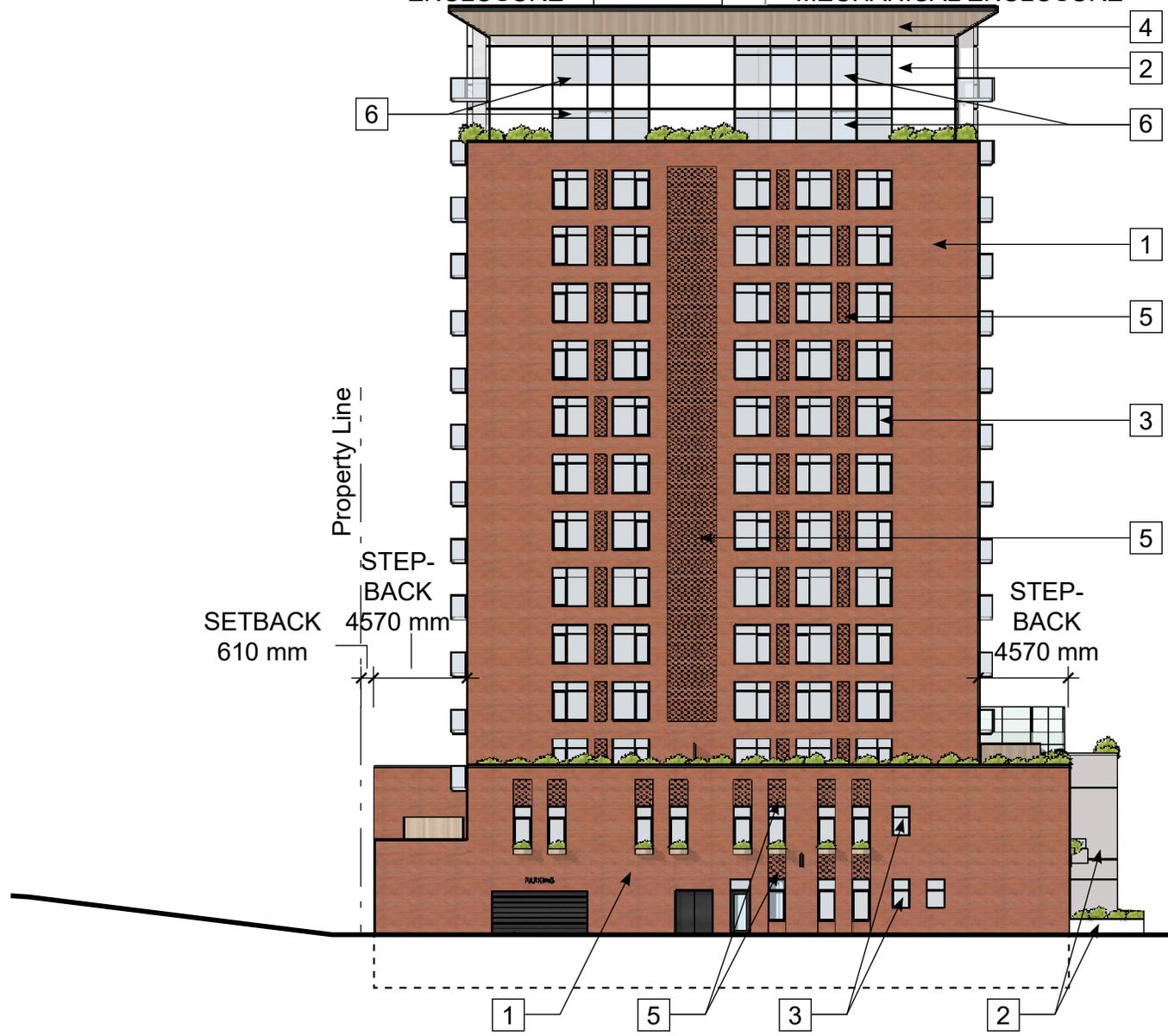
ARCHITECTURE | 49

CO:WORK
COLLABORATIVE ARCHITECTURE

A8

MECHANICAL ENCLOSURE → ← ELEVATOR OVERRUN & MECHANICAL ENCLOSURE

LEGEND - EXTERIOR MATERIALS	
1	CLAY MASONRY - RED
2	ALUMINUM COMPOSITE PANEL - WHITE
3	PUNCHED WINDOWS
4	ACCENT CLADDING - WOOD LOOK
5	CORBELLED BRICK DETAILING
6	ALUMINUM CURTAIN WALL SYSTEM - CLEAR ANODIZED



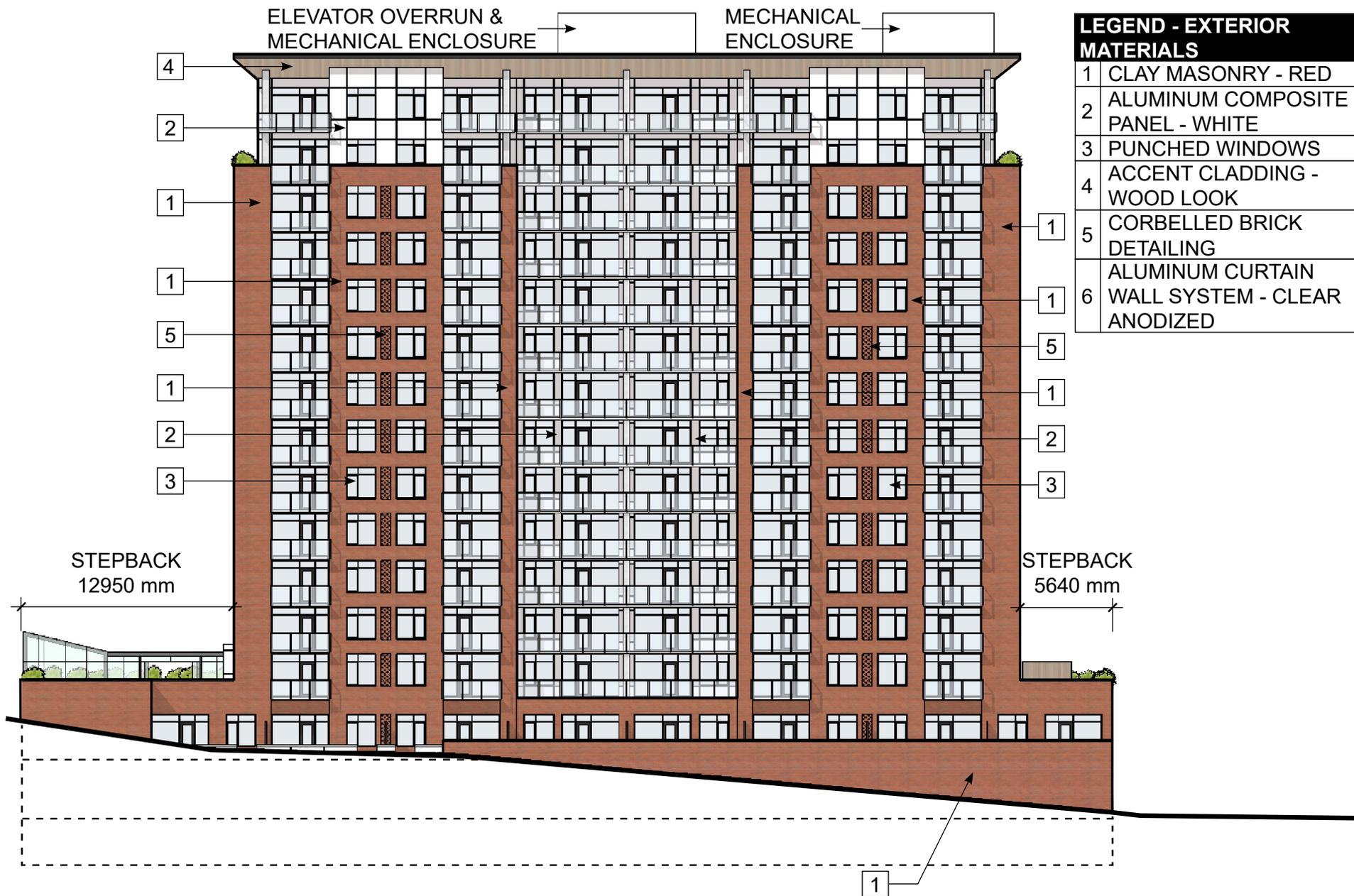
KINGS WOOD II
 Dartmouth, NS
 189-000152-00
 July 22, 2020

SCHEDULE E: SOUTH ELEVATION



ARCHITECTURE | 49
CO:WORK
COLLABORATIVE ARCHITECTURE

A9



LEGEND - EXTERIOR MATERIALS	
1	CLAY MASONRY - RED
2	ALUMINUM COMPOSITE PANEL - WHITE
3	PUNCHED WINDOWS
4	ACCENT CLADDING - WOOD LOOK
5	CORBELLED BRICK DETAILING
6	ALUMINUM CURTAIN WALL SYSTEM - CLEAR ANODIZED

KINGS WOOD II
 Dartmouth, NS
 189-000152-00
 July 22, 2020

SCHEDULE F: WEST ELEVATION



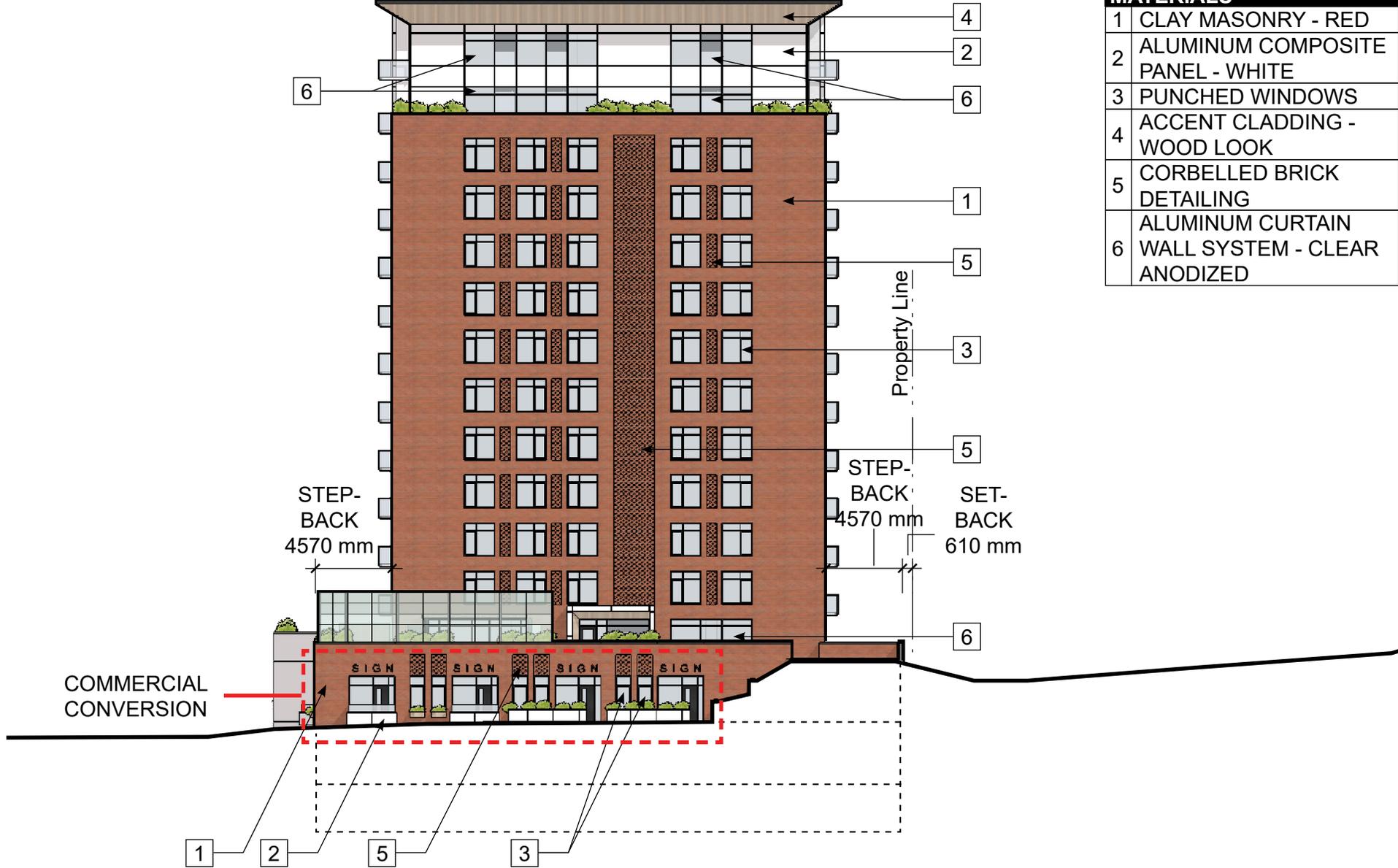
ARCHITECTURE | 49
CO:WORK
COLLABORATIVE ARCHITECTURE

A10

ELEVATOR OVERRUN & MECHANICAL ENCLOSURE

MECHANICAL ENCLOSURE

LEGEND - EXTERIOR MATERIALS	
1	CLAY MASONRY - RED
2	ALUMINUM COMPOSITE PANEL - WHITE
3	PUNCHED WINDOWS
4	ACCENT CLADDING - WOOD LOOK
5	CORBELLED BRICK DETAILING
6	ALUMINUM CURTAIN WALL SYSTEM - CLEAR ANODIZED



KINGS WOOD II
 Dartmouth, NS
 189-000152-00
 July 22, 2020

SCHEDULE G: NORTH ELEVATION



ARCHITECTURE | 49

CO:WORK
COLLABORATIVE ARCHITECTURE

A11

Attachment B: Review of Relevant Regional Centre SMPS and Dartmouth MPS Policies

Policy 10.25 – Regional Centre Secondary Municipal Planning Strategy		
	Policy	Comment
	In addition to Policy 10.27, complete applications for development agreements on file with the Municipality on or before the date of the first publication of the notice of the intention of Council to adopt this Plan shall be considered under the policies in effect on the date of that notice. Where any such application is withdrawn, significantly altered, or refused by Council, any new development applications shall be subject to all applicable requirements of this Plan and the Land Use Bylaw. Applications that have not proceeded to public hearing within 24 months of the adoption of this Plan shall be subject to all applicable requirements of this Plan and the Land Use By-Law.	This application was submitted and being reviewed prior to the date of the first publication of the notice of the intention of Council to adopt this Plan and therefore can continue and shall be considered under the policies in effect on the date of the notice, which was the Dartmouth Municipal Planning Strategy.
Policy 10.26 – Regional Centre Secondary Municipal Planning Strategy		
Applications approved pursuant to Policy 10.25 shall include project commencement dates not exceeding three years, and project completion dates not exceeding:		
	Policy	Comment
a)	for the King's Wharf Special Area as identified on Schedule 4 of the Land Use By-law, twenty years from the date the agreement is filed at the Land Registry Office; and	Not applicable.
b)	for all other areas of this Plan, six years from the date the agreement is filed at the Land Registry Office.	Part 7 of the proposed development agreement stipulates a three year commencement date and six year completion date.

Policy IP-5 – Dartmouth Municipal Planning Strategy		
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:		
	Policy	Comment

Policy IP-5 – Dartmouth Municipal Planning Strategy

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:

	Policy	Comment
(a)	adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;	<p>The site has frontage on Mic Mac Blvd. which is classified as a major collector. The overall design of the project responds directly to the existing development pattern found in the area. The development maintains the existing “parkway” feel of Mic Mac Blvd. but also brings ‘eyes to the street’ in what is otherwise an empty unsupervised street by having several of the building’s ground floor units accessing Mic Mac Blvd. through pathways extending off the sidewalk.</p> <p>From a land use perspective, the residential nature of the proposed building is in keeping with the multi-unit residential buildings located to the north on Horizon Court and the low-density residential uses located to the south on Crichton Avenue. Multi-unit residential developments are compatible with low-density residential, from a use perspective, when they are located on the edges of low-density residential areas and especially when they help to transition from a high-traffic street like Micmac Boulevard. In addition, the height and scale are compatible and consistent with the existing neighbourhood as high-density buildings on Horizon Court are of a similar height (19, 16, & 9 storeys). To maintain compatibility with the low density uses, the building is situated to maximize the separation distance between it and the nearest single unit dwelling. In this separation distance will be existing and new landscaping to help provide a visual and acoustic buffer.</p> <p>Articulation and material change are provided to break up the massing of the tower floor plate. The tower is broken up into three components, two masonry vertical sections that flank a central core which is recessed and clad in lighter materials. The materials are compatible and consistent with the materials found on adjacent multi-unit dwellings.</p>
(b)	adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:	
(i)	the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;	The development agreement contains provisions that ensure the development will conform to the approved design, as outlined above. Controls on lot size and frontage are per the requirements of the Land Use Bylaw.

Policy IP-5 – Dartmouth Municipal Planning Strategy

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:

	Policy	Comment
	(ii) traffic generation, access to and egress from the site; and	<p>A traffic analysis was submitted by the developer which was generally accepted by HRM Engineering Department. The development agreement requires that the development utilize the existing driveway and that an access easement be obtained prior to any subdivision of the property.</p> <p>A detailed analysis of trip distribution from the proposed development to Micmac/Lancaster/Woodlawn intersection will be required at the building permit stage in order to understand its effect on the intersection and its redesign. The developer may have to contribute to interim modifications at the intersection if modifications are required before the intersection upgrade is complete.</p>
	(iii) parking;	<p>Supporting documents suggest a total of 121 underground parking stalls and 10 surface parking stalls will be provided for this site resulting in a potential parking stall/unit ratio of 0.88:1. This ratio is acceptable, and support is given for a lower ratio considering the site's location to the Mic Mac transit terminal and active transportation network. Provisions in the development require a minimum of 110 parking stalls, of which a maximum 10 are permitted to be surface parking.</p>
(c)	adequacy or proximity of schools, recreation areas and other community facilities;	<p>The proposed development is within the Dartmouth High family of school's catchment area. With Crichton Park and Bi-Centennial as the elementary and junior high schools. The HRCE 2019 Outlook has all schools below or nearing capacity within the next 10 years. According to HRCE, the child yield per apartment unit in HRM is 0.16. This low ratio coupled with the HRCE's outlook suggest little impact on the enrollment. Additionally, the Education Act mandates that every person over the age of five years and under the age of 21 years has the right to attend a public school serving the school region in which that person resides. While there may be operational challenges in some cases, the HRCE will work to ensure all students are provided with access.</p> <p>There are several parks with varied recreational opportunities within walking distance of the site, including Maybank Park. The site is also in close proximity to the Dartmouth Multi-Use Trail which is part of the Trans Canada Trail system.</p>

Policy IP-5 – Dartmouth Municipal Planning Strategy

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:

	Policy	Comment
(d)	adequacy of transportation networks in, adjacent to, and leading to the development;	The TIS concluded that the proposed development is not expected to have any significant impact on the level of performance of the local streets, the adjacent intersections, or the regional street network and will provide an opportunity for increased ridership to the transit system. These findings have been generally supported by HRM Engineering. A detailed analysis of trip distribution from the proposed development to Micmac/Lancaster/Woodlawn intersection will be required at the building permit stage in order to understand its effect on the intersection and its redesign. The developer may have to contribute to interim modifications at the intersection if modifications are required before the intersection upgrade is complete.
(e)	adequacy of useable amenity space and attractive landscaping such that the needs of a variety of household types are addressed and the development is aesthetically pleasing;	The agreement requires both landscaping and amenity space that is considered adequate. The agreement requires a total amenity space of 820 sq. m., of which 469 sq. m. is to be outdoor amenity space consisting of a landscaped roof terrace and greenhouse/solarium. The total amenity space equates to 57 sq. ft. (5.3 sq. m.) of amenity space per unit. That does not include private balconies, which would include an additional 65 sq. ft. (6 sq. m.). New landscaping will be provided on the property including tiered landscaping along the Micmac Blvd. frontage. These measures will improve the aesthetics of the site and provide a form of buffer along internal property lines.
(f)	that mature trees and other natural site features are preserved where possible;	The site today has a large forest canopy. The proposed building will be located on an existing surface parking lot. Where possible, the agreement will require the retention of existing landscaping/tree cover and the installation of new landscaping.
(g)	adequacy of buffering from abutting land uses;	The proposed development will be adequately buffered by horizontal separation distances from the lower density residential development along Crichton Avenue and Louis Court.
(h)	the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and	The agreement will require the submission of a site grading plan(s), identification of stormwater management measures, and erosion controls at the permitting stage. These plans must conform with HRM and Provincial standards as well as minimize impacts on adjacent properties.
(i)	the Land Use By-law amendment criteria as set out in Policy IP- 1(c)	See below.

IP-1(c) Zoning By-law

In considering zoning amendments and contract zoning, Council shall have regard to the following:

	Policy	Comment
(1)	that the proposal is in conformance with the policies and intent of the Municipal Development Plan	The proposal has been considered in accordance with policies IP-5 and IP-1 (c).

IP-1(c) Zoning By-law

In considering zoning amendments and contract zoning, Council shall have regard to the following:

	Policy	Comment
(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	See above under IP-5.
(3)	provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries	See above under IP-5.
(4)	that the proposal is not premature or inappropriate by reason of:	
	(i) the financial capability of the City is to absorb any costs relating to the development	No concerns were identified regarding potential financial implications for HRM.
	(ii) the adequacy of sewer and water services and public utilities	No concerns were identified regarding the capacity of sewer or water. Detail review will be completed at the permitting stage and any required upgrades will be the responsibility of the property owner/developer.
	(iii) the adequacy and proximity of schools, recreation and other public facilities	See above under IP-5.
	(iv) the adequacy of transportation networks in adjacent to or leading to the development	See above under IP-5.
	(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas	No potential dangers have been identified. Any development must conform with HRM and Provincial standards regarding site grading and stormwater management as well as minimize impacts on adjacent properties. This is confirmed at the building permit stage.
	(vi) preventing public access to the shorelines or the waterfront	Not applicable
	(vii) the presence of natural, historical features, buildings or sites	Other than the significant tree canopy there are no valuable natural features associated with the site. The subject site is not a designated heritage property, nor does it contain a designated heritage building or a building worth designating.
	(viii) create a scattered development pattern requiring extensions to trunk facilities and public services while other such facilities remain under utilized	This is considered an infill development utilizing existing services and facilities.

IP-1(c) Zoning By-law

In considering zoning amendments and contract zoning, Council shall have regard to the following:

	Policy	Comment
	(ix)the detrimental economic or social effect that it may have on other areas of the City.	Staff are not aware of any potential detrimental effects that the development may pose.
(5)	that the proposal is not an obnoxious use	The proposed use would not have any obnoxious effects.
(6)	that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or nearby land uses and public facilities. Such controls may relate to, but are not limited to, the following:	
	(i) type of use, density, and phasing	The use, density, and phasing are all controlled by the development agreement.
	(ii) emissions including air, water, noise	The development is not expected to generate emissions that will warrant controls. However, provisions will be inserted into the agreement where applicable.
	(iii) traffic generation, access to and egress from the site, and parking	Addressed under IP-5 above. The agreement requires the approved driveway and walkway locations and minimum number of parking spaces.
	(iv) open storage and landscaping	The development agreement will require landscaping measures and that they be planned and certified by a Landscape Architect. Open storage is not permitted. Natural tree canopies will be preserved where possible.
	(v) provisions for pedestrian movement and safety	The schedules of the development agreement provide adequate connectivity for pedestrian movement from Micmac Blvd. into the site with walkways to the individual access units and a pathway to the main residential entrance. Additionally, to enhance the regional active transportation network, a pedestrian connection is provided from the Micmac Boulevard/Horizon Court intersection through the site to Crichton Avenue.
	(vi) management of open space, parks, walkways	The agreement requires the developer to maintain and keep in good repair all portions of the development, including walkways and open spaces.
	(vii) drainage both natural and sub-surface and soil-stability	The agreement includes requirements for site grading, stormwater management and erosion and sedimentation controls in accordance with applicable HRM and Provincial standards
	(viii) performance bonds.	Not applicable.

IP-1(c) Zoning By-law

In considering zoning amendments and contract zoning, Council shall have regard to the following:

	Policy	Comment
(7)	suitability of the proposed site in terms of steepness of slope, soil conditions, rock outcroppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors	No concerns have been identified with regard to these features on the lands at this point in time. The development will have to comply with all applicable HRM, Provincial and Federal regulations.
(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	A Public Information Meeting was held on November 27, 2019.
(9)	that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:	
	(i) Council with a clear indication of the nature of proposed development, and	Staff is of the opinion that enough detail has been provided to Council to allow it to clearly understand the nature of the proposed development.
	(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community	Staff is of the opinion that it is in possession of enough detail on the proposed development to properly assess and determine the impacts that such a development will have on the land and the surrounding community.

IP-1(c) Zoning By-law

In considering zoning amendments and contract zoning, Council shall have regard to the following:

	Policy	Comment
(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.	Not applicable.

Attachment C: Public Open House Meeting Summary

HALIFAX REGIONAL MUNICIPALITY
Public Open House
21951

Wednesday, November 27th, 2019
7:00 pm- 9:00 pm
Alderney Gate Public Library - Helen Creighton Room

STAFF IN

ATTENDANCE:

Dean MacDougall, Planner, HRM Planning and Development
Meaghan Maund, Planner, HRM Planning and Development
Jared Cavers, Planning Technician, HRM Planning and Development

ALSO IN

ATTENDANCE:

Councillor Sam Austin, District 5
Blaise Morrison, Armour Group Ltd. (Applicant)

PUBLIC IN

ATTENDANCE:

Approximately 19

Questions asked on the Comment form:

Are there any parts of this proposal that you like?

Are there any parts of this proposal that concern you?

How do you feel the proposed building design fits on its site? How do you feel it fits in the neighbourhood?

Is there anything else you would like to tell us about the proposal?

General Observation about the Comments:

Of the 19 attendees, 6 completed the comment form. 4 individuals commented via email.

Methodology:

A count of attendees and their response rate is included.

The format was Open House allowing for a mix of citizens, staff, and the applicant's representatives.

A selection of articulate comments directly from respondents has been transcribed and included in this analysis for context and tone.

The numbers in the rightmost column are either a direct count or a keyword/phrase occurrence count. Emphases are from the respondents.

Data:

Attendance & Reponses	
Total Public Attendee Count	~19
Comment Forms Received	6
Emails Received	4
Percent	~47% response rate of meeting attendees
Percent	~4% response rate of total properties notified

Proposal	
Pro	3
Con	7

Comments:

- Traffic was a reoccurring concern, for both Micmac Blvd. and Crichton Ave.
- Comments on the proposed building were mixed with some believing it's too large, too tall, and doesn't fit with the nearby low-density residential neighbourhood. Others thought it was compatible with the existing adjacent multi-unit buildings and provided enough separation distance between it and the adjacent low-density dwellings.
- Potential loss of the existing vegetation was a concern raised by many residents.
- Concerns were raised on safe winter travel for children walking to school and the potential impact this development could have on attendance at the local school (Crichton Park Elementary).
- Proposed development is well situated within existing transportation network – in close proximity to both the highway and transit terminal.

Quotes:

“Feel it may be better with townhouse or loft style ground floor units.”

“Too tall! Too many units – too much traffic – not compatible with neighbourhood”

“I would prefer to see more affordable housing in the area given its location being close to a major public transport hub, I feel the low-income population would benefit more from this location.”

“I believe this development is too high given that it borders an established residential area. Traffic and light pollution are a concern too.

“We currently have wildlife that line in these woods, deer, cardinals, pheasants and other birds that you don't see elsewhere in the HRM that will no doubt be negatively impacted by construction.