



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

Item No. 13.1.3
Harbour East – Marine Drive Community Council
January 12, 2023

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

SUBMITTED BY: *- Original Signed -*

Kelly Denty, Executive Director of Planning and Development

DATE: December 9, 2022

SUBJECT: **Case 24230: Amending Development Agreement for Harbour Isle on
Marketplace Drive, Dartmouth**

ORIGIN

Application by Michael Napier Architecture Inc. on behalf of the property owners.

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 amending development agreement, as set out in Attachment A, to permit additional residential density, a change in land use on three lots, and changes to built form requirements, and schedule a public hearing;
2. Approve the proposed amending 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 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Michael Napier Architecture Inc. is applying to make substantive amendments to an existing development agreement for lands between Marketplace Drive and the Halifax Harbour, Dartmouth, also known as Harbour Isle. The requested changes include an increase in the number of dwelling units in the development, replacing two commercial buildings with apartment buildings, and modifying some of the built form requirements.

Subject Site	PIDs 41443292, 41443300, 41443284, 41350497, 41480096, and 41350489
Location	Lands between Marketplace Drive and the Halifax Harbour, including lands on Sailmaster Lane, Seapoint Road, Wheelhouse Road, Yachtcove Lane, and Rainmaker Drive
Regional Plan Designation	Harbour (HARB)
Community Plan Designation (Map 1)	Harbour Related Commercial Residential Designation (HRCR) under the Wright's Cove Secondary Planning Strategy (WCSPS) in the Dartmouth Municipal Planning Strategy
Zoning (Map 2)	The northern half is R-3 (Multiple Family Residential) and southern half is I-2 (Industrial)
Size of Site	5.86 hectares (14.5 acres)
Street Frontage	Approximately 280 metres (919 feet) along Marketplace Drive
Current Land Use(s)	Multi-unit residential development with ground floor commercial and vacant lands
Surrounding Use(s)	North: Dartmouth Yacht Club West: Halifax Harbour South: Seamaster Services Ltd., a boat sales and services business East: Vacant lands and small-scale commercial (primarily fast-food restaurants)

Proposal Details

The applicant proposes to make substantive changes to the existing development agreement for Harbour Isle. The major aspects of the proposal are as follows:

- Increasing the allowable population density across phases 3-5 from 105 dwelling units in each phase to 170 dwelling units in each phase;
- Changing the permitted use in Phase 6 from a 9,290 square metre office building to a 172-unit residential building and the permitted use in Phase 7 from a 175-room hotel to a 175-unit residential building;
- Allowing the restaurant in Phase 8 to be used for a restaurant or any other permitted commercial use;
- Amending the definition of 'building depth';
- Amendments to built form requirements, including increasing the maximum streetwall setback, allowing a range of streetwall heights, and increasing the percentage a building can be within the streetwall setback; and
- Updating three schedules to reflect the text changes.

Existing Development Agreement

On October 4, 2018, Harbour East – Marine Drive Community Council approved the original development agreement¹ (Case 20541) for the subject site to allow a mixed-use development. The major aspect of the existing agreement are as follows:

¹ [October 4, 2018 Harbour East – Marine Drive Community Council Agenda | Halifax.ca](#)

- Phases 1 and 2: Three multi-unit residential buildings with townhouse style 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 building not exceeding 9,290 sq. meters with building design to be approved through a future non-substantive amendment; and
- Phase 7: A hotel containing 175 rooms and a restaurant not exceeding 465 sq. meters. The building design will be approved through a future non-substantive amendment process.

Enabling Policy and LUB Context

The subject lands are designated Harbour Related Commercial Residential (HRCD) under the Wright's Cove Secondary Planning Strategy (WCSPS) within the Dartmouth Municipal Planning Strategy (MPS). The northern portion of the site is zoned R-3 (Multiple Family Residential) and southern portion is zoned I-2 (General Industrial) under the Dartmouth Land Use By-law (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, as well as commercial uses permitted in the C-3 Zone. These commercial uses include business or commercial enterprises, except obnoxious uses or uses creating a hazard to the public.

Policy WC-4 of the WCSPS and Implementation Policies IP-1(c), IP-1(o), and IP-5 of the MPS allow Community Council to consider commercial uses, institutional uses, offices, hotels, townhouses, 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;
- no residential buildings within 300 feet of Windmill Road;
- consideration of noise mitigation in the design of residential, institutional, or office buildings;
- 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, and 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 was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, and postcards mailed to approximately 79 property owners and residents within the 250-foot notification area. We heard from three members of the public. One of them provided feedback, while the other two only had questions. The

comment received was that they are opposed to more residential development in lieu of commercial development.

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 notice which will be placed on the planning applications website, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

DISCUSSION

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

Proposed Amending Development Agreement

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

- Increasing the allowable dwelling units, and therefore population density, within Phases 3-5 from 105 units in each phase to 170 dwelling units in each phase;
- Changing the development in Phase 6 from a 9,290 square metre office building to a 172-unit residential building;
- Changing the development in Phase 7 from a hotel with a maximum of 175 rooms to a 175-unit residential building;
- Allowing the restaurant in Phase 8 to be used for a restaurant or any other permitted commercial use as per the definition of commercial use in the existing agreement;
- Increasing the maximum streetwall setback from 4 metres to 4.5 metres;
- Excluding development in Phase 5 from setbacks from the waterfront trail easement as this phase is located at the corner of Marketplace Drive and Wheelhouse Road and does not abut the waterfront trail;
- Allowing a range of streetwall heights (8 metres to 11 metres) rather than a set streetwall height (11 metres);
- Allowing the streetwall height to be exceeded up to 1.5 metres for clear railing systems or parapets;
- Allowing up to 35% of the streetwall height to be reduced to not less than 3.5 metres rather than allowing 20% of the streetwall height to exceed 11 metres;
- Allowing 35% rather than 20% of the building to be within the required streetwall setback;
- Allowing the building in Phase 5 to have a minimum streetwall setback of 2.5 metres rather than 3 metres along the Marketplace Drive streetline;
- Revising the definition of building depth and allowing any portion of the building exempt from streetwall setbacks to be excluded from the building depth measurement; and
- Updating three schedules to reflect the text changes.

The attached amending development agreement will permit additional residential density, change in land use on three lots, and more flexible built form requirements, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Changes to Built Form Requirements

The applicant has requested a number of changes to the existing built form requirements. Some of the changes were requested to make the requirements clearer (e.g., the definition of building depth), while other changes were requested to overcome challenges and constraints designing within the existing

parameters. For example, allowing the streetwall height to be between 8 metres and 11 metres rather than strictly 11 metres allows for greater flexibility and creativity with the design. And, permitting more of the building to encroach into the required building setback allows for more variations in massing and façade design amongst the buildings in the development. The added flexibility ultimately enables the ability for there to be a more visually diverse and interesting development.

Priorities Plans

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies, and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. While these priority plans often contain objectives and actions that were originally intended to apply at a regional level and inform the development of future Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site-by-site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they would be applied to a specific geographic context. In this case, the planning application is only for select amendments to an existing development agreement. However, there are policies in the Integrated Mobility Plan and actions in HalifACT that are relevant to this application.

The existing agreement and proposed amendments align with policies from the Integrated Mobility Plan including those relating to designating areas for high residential and employment density where there is existing or proposed high level of transit service (2.2.5(b)); encouraging development to be in the form of complete communities (2.2.5 (c)); and pedestrian-oriented site design and human scaled massing at street level for multi-unit dwellings, commercial, and office buildings (2.25(e)).

Further, this high-density, mixed-use development will be within walking distance of the transit priority corridor on Windmill Road and the bus terminal/park and ride planned for the corner of Marketplace Drive and Bancroft Lane. The terminal's construction is set to commence in 2025/2026 and it's anticipated the project will be complete and open for service in the 2026/2027 fiscal year.

HalifACT has a number of actions that relate to designing and building communities that are prepared and adaptable to climate change, with particular care for coastal areas. The existing agreement as well as the proposed agreement were evaluated against Policy WC-4 of the Wright's Cove Secondary Plan which ask Council to consider provisions to mitigate potential damage from coastal flooding and storm-surge events. The existing agreement requires all buildings be at least a 3.8 metre elevation above the Canadian Geodetic Vertical Datum, which is the requirement established in the Dartmouth LUB for all coastal development.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise the proposal is reasonably consistent with the intent of the MPS. The proposed changes to the existing agreement provide more clarity, flexibility, and variation to building design and allow more residential development – partially in lieu of commercial development – to better reflect market demands. Therefore, staff recommend 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 2022-2023 operating budget for Planning and Development.

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

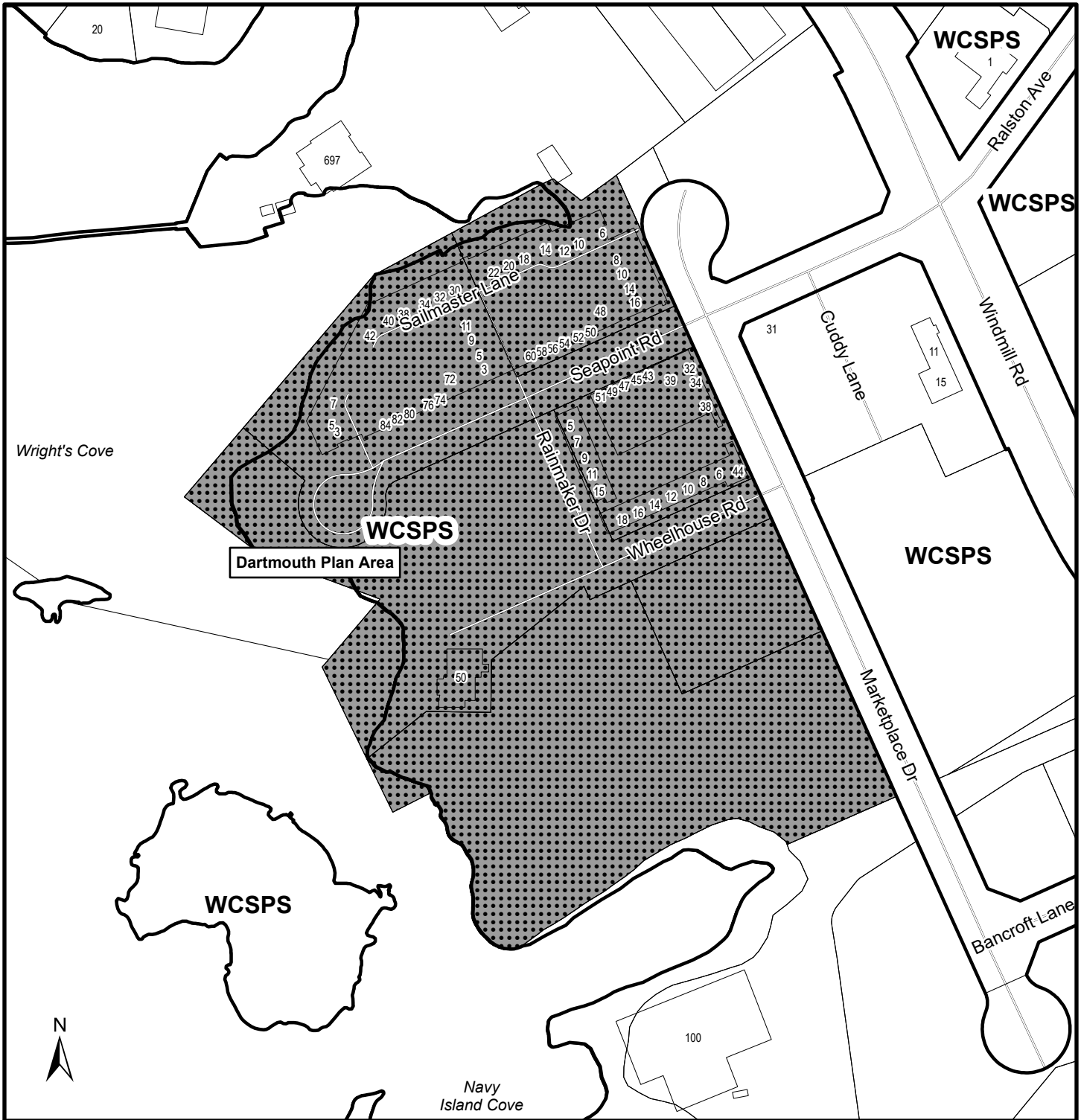
1. Harbour East – Marine Drive Community Council may choose to approve the proposed amending development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to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

ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Review of Relevant Regional Planning Strategy and Dartmouth Municipal Planning Strategy 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: Meaghan Maund, Planner III, 902.233.0726



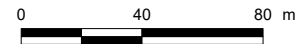
Map 1 - Generalized Future Land Use

Rainmaker Drive
 Sailmaster Lane
 Seapoint Road
 Wheelhouse Road
 Yachtcove Lane
 Dartmouth

Designation

WCSPS Wrights Cove Secondary Planning Strategy

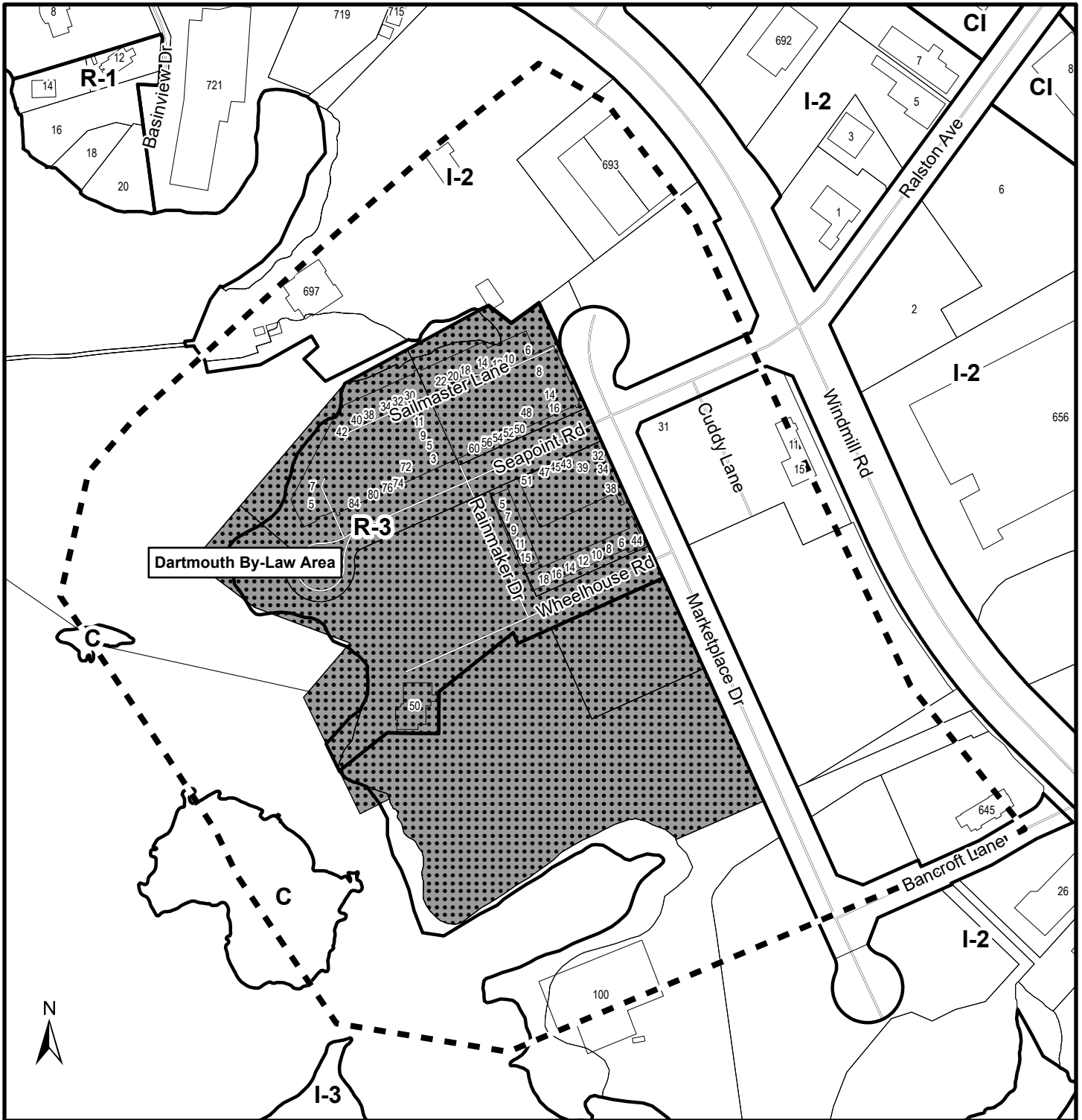
 Subject Properties



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

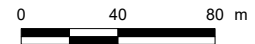


Map 2 - Zoning and Notification Area

Rainmaker Drive
 Sailmaster Lane
 Seapoint Road
 Wheelhouse Road
 Yachtcove Lane
 Dartmouth

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

 Subject Properties
 Area of Notification



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

Attachment A: Proposed Amending Development Agreement

THIS FIRST AMENDMENT TO THE EXISTING DEVELOPMENT 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 -

[INSERT NAME OF CORPORATION/BUSINESS LTD.]

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

OF THE SECOND PART

- and -

[INSERT NAME OF CORPORATION/BUSINESS LTD.]

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

OF THE THIRD PART

- and -

[INSERT NAME OF CORPORATION/BUSINESS LTD.]

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

OF THE FOURTH PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE FIFTH PART

WHEREAS Campden Harbour Isle Inc. is the registered owner of certain lands located at PID 41443292 and which said lands are more particularly described in Schedule A-1 hereto attached;

AND WHEREAS Seapoint Harbour Isle (2015) Inc. is the registered owner of certain lands located at PID 41443300 and which said lands are more particularly described in Schedule A-2 hereto attached;

AND WHEREAS Skyline Real Estate Holdings Inc. is the registered owner of certain lands located at PID 41443284 and which said lands are more particularly described in Schedule A-3 hereto attached;

AND WHEREAS Harbour Isle Halifax Incorporated is the registered owner of certain lands located at PIDs 41350497, 41480096, and 41350489 and which said lands are more particularly described in Schedule A-4 hereto attached;

AND WHEREAS together the lands more particularly described in Schedule A-1, Schedule A-2, Schedule A-3, and Schedule A-4 hereto attached together comprise the development, herein after called the "Lands";

AND WHEREAS the Harbour East – Marine Drive Community Council approved an application to enter into a Development Agreement to allow for a mixed-use development on the Lands (municipal case 20541), which said Development Agreement was registered at the Land Registration Office on January 16, 2019 as Document Number 113886163 (previously referred to as the Fourth Development Agreement and hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested amendments to the Existing Agreement to allow for changes to the built form requirements, to increase the allowable population density, and to change some of the permitted uses on 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 Section 2, Subsection 18U of the Dartmouth Land Use By-law;

AND WHEREAS the Harbour East – Marine Drive Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 24230;

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

-
1. Except where specifically varied by this First Amending Agreement to the Existing Agreement, all other conditions and provisions of the Existing Agreement as amended shall remain in effect.
 2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement, and the Existing Agreement.
 3. Section 3.1 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

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 A-1	Legal Description of the Lands – PID 41443292
Schedule A-2	Legal Description of the Lands – PID 41443300
Schedule A-3	Legal Description of the Lands – PID 41443284

Schedule A-4	Legal Description of the Lands – PIDs 41350497, 41480096, 41350489
Schedule D	Comprehensive Site Plan
Schedule D-1	Comprehensive Site Plan
Schedule E	Site Plan – Phase 1 and Phase 2
Schedule F	Comprehensive Phasing Plan
Schedule F-1	Comprehensive Phasing Plan
Schedule G	Comprehensive Landscape Plan
Schedule G-1	Comprehensive Landscape Plan
Schedule H	Landscape Plan – Phase 1 and Phase 2
Schedule I	Waterfront Trail Profile
Schedule J	Building Elevations – Phase 2

4. The Fourth Agreement shall be amended by deleting the following Schedules:

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 411350489
Schedule D	Comprehensive Site Plan
Schedule F	Comprehensive Phasing Plan
Schedule G	Comprehensive Landscaping Plan

And inserting the following Schedules:

Schedule A-1	Legal Description of the Lands – PID 41443292
Schedule A-2	Legal Description of the Lands – PID 41443300
Schedule A-3	Legal Description of the Lands – PID 41443284
Schedule A-4	Legal Description of the Lands – PIDs 41350497, 41480096, 41350489
Schedule D-1	Comprehensive Site Plan (attached)
Schedule F-1	Comprehensive Phasing Plan (attached)
Schedule G-1	Comprehensive Landscaping Plan (attached)

5. The recitals of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

WHEREAS ~~Harbour Isle Halifax Inc.~~ **Campden Harbour Isle 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-1 hereto attached;

AND WHEREAS Seapoint Harbour Isle (2015) Inc. is the registered owner of certain lands identified as PID 41443300, and which said lands are more particularly described in the Schedule A-2 hereto attached;

AND WHEREAS ~~Harbour Isle Hazelton Ltd.~~ **Skyline Real Estate Holdings Inc.** is the registered owner of certain lands identified as PID 41443284, and which lands are more particularly described in the Schedule ~~B~~ **A-3** hereto attached;

AND WHEREAS Harbour Isle Halifax Inc. is the registered owner of certain lands identified as PID 41350489, PID 41350497, and PID 41480096, and which said lands are more particularly described in the Schedule C A-4 hereto attached;

6. The recitals of the Existing Agreement shall be further amended by deleting the text shown in strikeout below:

~~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.~~

7. The Existing Agreement shall be amended by deleting all text references to Schedule D, Schedule F, and Schedule G, and replacing them with the respective reference to Schedule D-1, Schedule F-1, and Schedule G-1.
8. Section 2.2 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold immediately following subsection 2.2.1(a):

- (b) Building Depth: means the distance **between the wall of a building that is closest to the front lot line and the wall of the same building that is farthest away from the front lot line. In the case of a through lot, it means the distance between the wall of a building that is closest to a streetline and the wall of the same building that is closest to the opposite streetline** ~~between the 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.~~

9. Section 3.3 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold immediately following subsection 3.3.1(b):

- (c) Phases 3 to 5: Each phase shall contain one building, as generally shown on Schedule D-1 (Comprehensive Site Plan) each containing a maximum of ~~405~~ **170** dwelling units, and shall:

- i) not exceed a height of 16 storeys, excluding mechanical penthouses **and an amenity space that has a total combined footprint no greater than 30% of the roof area;**
- ii) include ground level townhouse-style dwelling units with access at grade, and/or ground floor commercial, excluding drive through uses; and
- iii) allow ground level townhouse-style dwelling units the option to include live-work units.

- ~~(d) Phase 6: An office building containing a maximum of 9,290 square metres, 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.~~

- (d) Phase 6: A building, as generally shown on Schedule D-1**

(Comprehensive Site Plan), containing a maximum of 172 dwelling units, and shall:

- i) not exceed a height of 16 storeys, excluding mechanical penthouses and an amenity space that has a total combined footprint no greater than 30% of the roof area;
- ii) include ground level townhouse-style dwelling units with access at grade, and/or ground floor commercial, excluding drive through uses; and
- iii) allow ground level townhouse-style dwelling units the option to include live-work units.

~~(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.~~

(e) Phase 7: A building, as generally shown on Schedule D-1 (Comprehensive Site Plan), containing a maximum of 175 dwelling units, and shall:

- i) not exceed a height of 16 storeys, excluding mechanical penthouses and an amenity space that has a total combined footprint no greater than 30% of the roof area;
- ii) include ground level townhouse-style dwelling units with access at grade, and/or ground floor commercial, excluding drive through uses; and
- iii) allow ground level townhouse-style dwelling units the option to include live-work units.

(f) Phase 8: A 2-storey ~~restaurant~~ building **with commercial uses** not to exceed a **footprint of 465 square metres**, as generally shown on Schedule D-1 (Comprehensive Site Plan), and which the building and site design shall only be permitted through a future non-substantive amendment to this agreement.

10. Subsection 3.4.6 of the Existing Agreement shall be amended by inserting the following text as shown in bold as follows:

3.4.6 The streetwall shall have a minimum streetline yard of 1.5 metres and a maximum streetline yard of **4.5 metres**, however up to 35% of any streetwall may exceed the maximum streetline yard.

11. Subsection 3.4.7 of the Existing Agreement shall be amended by inserting the following text as shown in bold as follows:

3.4.7 No part of any building or structure shall be closer than 3 metres to the waterfront trail easement and no part of any building may project into or over the waterfront trail easement. **However, this shall not apply to buildings in Phase 5.**

12. Subsection 3.4.8 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:

3.4.8 The streetwall height shall be **between 8 metres and 11 metres**, however up to ~~20%~~ **35%** of the streetwall may ~~exceed the required streetwall height~~ **be reduced to a height not less than 3.5 metres. The maximum streetwall height may be exceeded by 1.5 metres to allow a clear glass guard and railing system or a parapet only.**

13. Subsection 3.4.10 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:

3.4.10 Buildings shall be stepped back a minimum of three (3) metres on all sides of the building for all portions of the building above the streetwall height **with the exception of Phase 5, where the building shall be stepped back a minimum of two and a half (2.5) metres along the Marketplace Drive streetline only**, however no stepback is required for up to ~~20%~~ **35%** of the width of a building along a streetline.

14. Subsection 3.4.11 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:

3.4.11 Above the streetwall height, building depth ~~building~~ shall not exceed 37 metres, **except for any portion of the building that is exempted from the streetwall stepback pursuant to Section 3.4.10.**

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: _____

Name: _____

Position: _____

Date: _____

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

Name: _____

Position: _____

Date: _____

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

Name: _____

Position: _____

Date: _____

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

Name: _____

Position: _____

Date: _____

=====

=====

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____

MAYOR

Date: _____

Witness

Per: _____

MUNICIPAL CLERK

Date: _____

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, personally came and appeared _____, the 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.

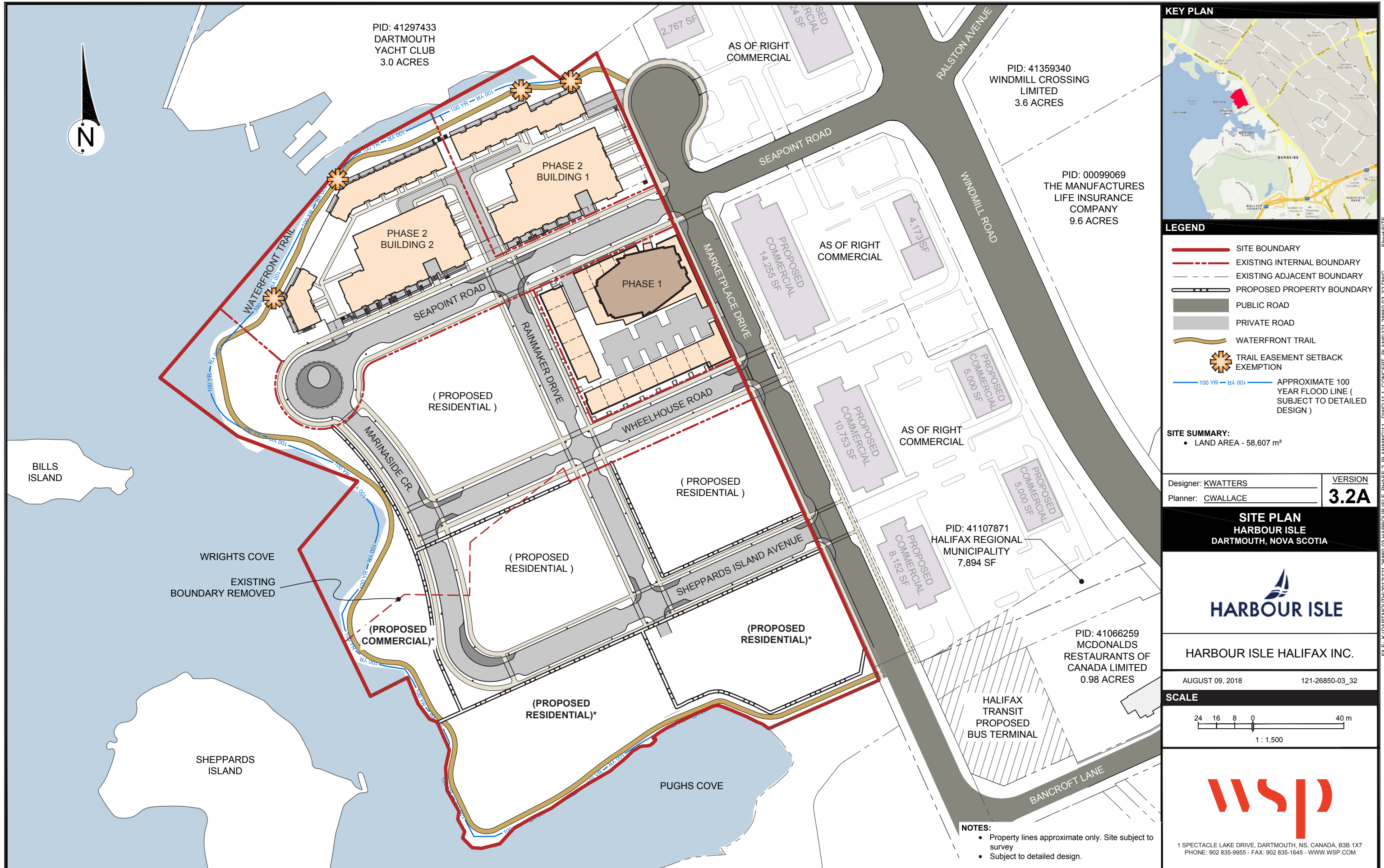
A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

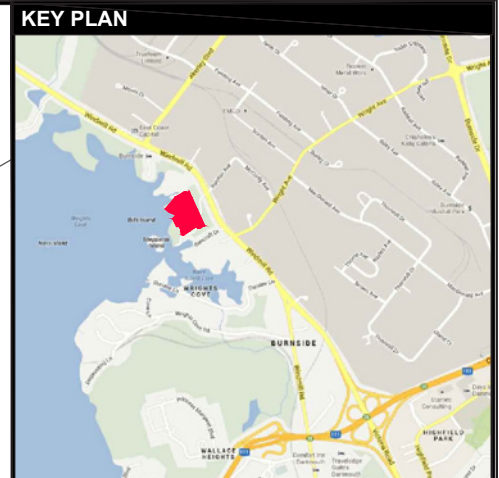
A Commissioner of the Supreme Court
of Nova Scotia

Schedule D-1: Comprehensive Site Plan*



* AMENDMENTS BY MICHAEL NAPIER ARCHITECTURE INC. TO ACCOMPANY APPLICATION FOR SUBSTANTIAL AMENDMENT TO THE ORIGINAL DEVELOPMENT AGREEMENT* AUGUST 2022

Schedule F-1: Comprehensive Phasing Plan*



- LEGEND**
- SITE BOUNDARY
 - EXISTING ADJACENT BOUNDARY
 - - - - PROPOSED PHASING BOUNDARY
 - PUBLIC ROAD
 - PRIVATE ROAD
 - WATERFRONT TRAIL
 - 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.

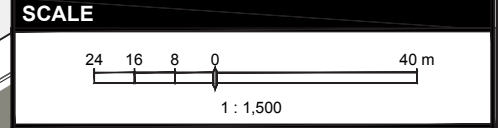
Designer: KWATTERS	VERSION
Planner: CWALLACE	3.2B

**PHASING PLAN
HARBOUR ISLE
DARTMOUTH, NOVA SCOTIA**



HARBOUR ISLE HALIFAX INC.

AUGUST 09, 2018 121-26850-03_32

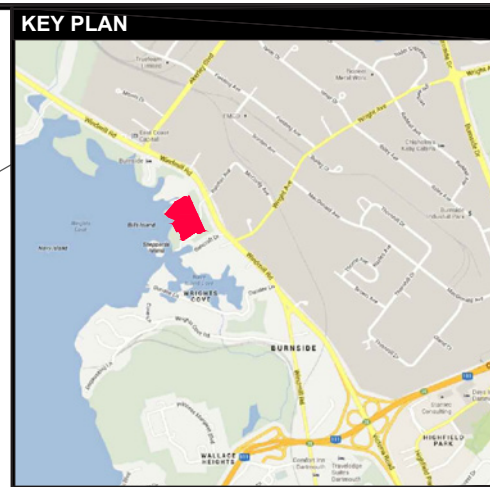


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* AMENDMENTS BY MICHAEL NAPIER ARCHITECTURE INC. TO ACCOMPANY APPLICATION FOR SUBSTANTIAL AMENDMENT TO THE ORIGINAL DEVELOPMENT AGREEMENT* AUGUST 2022

FILE: K:\DARTMOUTH\2012\121-26850-03 HARBOUR ISLE_PHASE 2_PLANNING\11_T_DWG\11_T_CONCEPT_PLANS\121-26850-03_32.DWG Sheet PHASING

Schedule G-1: Comprehensive Landscape Plan*



- LEGEND**
- SITE BOUNDARY
 - - - EXISTING ADJACENT BOUNDARY
 - LANDSCAPED AREAS
 - TEMPORARY PRIVATE PROPERTY LANDSCAPING
 - WATERFRONT TRAIL
 - STREET TREES
 - SHRUBS
 - 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.

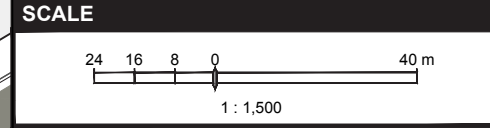
Designer: KWATTERS	VERSION
Planner: CWALLACE	3.2L

**LANDSCAPE PLAN
HARBOUR ISLE
DARTMOUTH, NOVA SCOTIA**



HARBOUR ISLE HALIFAX INC.

AUGUST 09, 2018 121-26850-03_32



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FILE: K:\DARTMOUTH\2012\21-26850-03 HARBOUR ISLE_PHASE 2_PLANNING\11_DWG\11_CONCEPT_PLANS\21-26850-03_32.DWG

Attachment B
Review of Relevant Regional Planning Strategy and Dartmouth Municipal
Planning Strategy Policies

Policy	Staff Comment
Regional Municipal Planning Strategy: Section 5.3.4 Halifax Harbour Designation	
<p>Policy EC-14 <i>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></p>	<p>To the south and north of the site are marine related uses. The Dartmouth Yacht Club is to the north and Seamaster Services Ltd., a boat sales and service business, is to the south. The existing agreement already permits multi-unit dwelling development abutting the Dartmouth Yacht Club. The proposed amendments will introduce multi-unit dwellings to the southern lands that are currently permitted to be developed as commercial (hotel and office). All of the residential development is encircled by a waterfront trail, and at the southern end of the site, most of the abutting development is further separated from the marine uses by Pughs Cove. It is not anticipated the residential uses will compromise the viability of the marine related industrial uses.</p>
Dartmouth Municipal Planning Strategy: Wright’s Cove Secondary Planning Strategy	
<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>(a) <i>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>No change. The development continues to be located more than 300 feet from Windmill Road.</p>
<p>(b) <i>no building shall exceed 16 storeys in height;</i></p>	<p>The proposed agreement does not permit any building to exceed 16 storeys in height.</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>There are no properties containing single-unit dwellings abutting or adjacent to the subject site.</p>
<p><i>(d) measures are taken in the building design of residential, institutional or office uses to mitigate noise;</i></p>	<p>Built form and architectural requirements in the existing agreement will remain and apply to all of the development. Changes to the built form requirements are proposed, but these changes will not diminish the effectiveness of the requirements to mitigate noise.</p>
<p><i>(e) where applicable, provision is made for the construction of a publicly accessible waterfront trail across the lands;</i></p>	<p>The existing agreement establishes the requirement for a waterfront trail around the perimeter of the site as well as an easement in favour of HRM where the waterfront trail has been established. The construction standards and maintenance provisions for the trail are outlined in the agreement and are not changing.</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>Section 5.2.1 of the existing agreement requires all buildings on a lot abutting the coast of the Atlantic Ocean be elevated at least 3.8 metres above the Canadian Geodetic Vertical Datum (CGVD 28). This aligns with the current requirements in the Dartmouth Land Use By-law. This requirement is not changing.</p>
<p><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></p>	<p>This is a requirement in the existing agreement and will remain.</p>
<p><i>(h) any development contemplated on Sheppard's 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></p>	<p>Not applicable. Sheppard's Island is not part of the subject lands.</p>

<p>(i) <i>the criteria of policy IP-1(c) and IP-5 for any apartment building development.</i></p>	<p>See comments below for Policy IP-1(c) and IP-5.</p>
<p>Dartmouth Municipal Planning Strategy: Implementation</p>	
<p>Policy IP-1 (c) <i>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. 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). 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). 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.</i></p> <p><i>In considering zoning amendments and contract zoning, Council shall have regard to the following:</i></p>	
<p>(1) <i>that the proposal is in conformance with the policies and intent of the Municipal Development Plan</i></p>	<p>See comments throughout this table.</p>
<p>(2) <i>that the proposal is compatible and consistent with adjacent uses and the existing development form in the area in terms of the use, bulk, and scale of the proposal</i></p>	<p>The proposed amending agreement will allow more multi-unit residential dwellings with optional commercial uses at grade instead of a hotel and office building. Multi-unit dwellings with at grade commercial is a use already widely permitted throughout the development. The existing agreement controls the built form and architectural requirements, and while some of the built form requirements are being modified, their intent to control bulk and scale remains the same.</p>
<p>(3) <i>provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries</i></p>	<p>The existing agreement requires a landscaping plan for the entire development as well as for each phase of the development. The existing agreement also includes controls for screening and access. See comments under Policy EC-14.</p>
<p>(4) <i>that the proposal is not premature or inappropriate by reason of:</i> (i) <i>the financial capability of the City is to absorb any costs relating to the development</i> (ii) <i>the adequacy of sewer and water services and public utilities</i></p>	<p>(i) The proposed development is not anticipated cost to the Municipality. (ii) Halifax Water reviewed the proposal and has not identified any concerns with the adequacy of the services and utilities. They have indicated they will review the capacity analysis and servicing design at the building permitting stage.</p>

<ul style="list-style-type: none"> (iii) <i>the adequacy and proximity of schools, recreation and other public facilities</i> (iv) <i>the adequacy of transportation networks in adjacent to or leading to the development</i> (v) <i>existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas</i> (vi) <i>preventing public access to the shorelines or the waterfront</i> (vii) <i>the presence of natural, historical features, buildings or sites</i> (viii) <i>create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized</i> (ix) <i>the detrimental economic or social effect that it may have on other areas of the City.</i> 	<ul style="list-style-type: none"> (iii) The existing agreement requires a waterfront trail and amenity space for each residential building. HRCE reviewed the application and has noted the amendments will impact both Shannon Park Elementary and Dartmouth South Academy, particularly if the buildings are built in the next five years or less, as both schools are nearing capacity. However, neither of these schools or any other school within the Dartmouth High Family of Schools are projected to exceed capacity in HRCE's 2022 long range outlook. (iv) Development Engineering and Traffic Services have reviewed and accepted the TIS amendment submitted as part of the proposal. (v) The existing agreement requires site grading, erosion and sedimentation, and stormwater management plans be submitted with permit applications. (vi) A publicly accessible waterfront trail is required as part of the existing agreement. (vii) None have been identified. (viii) The existing agreement requires a dense, urban development that provides a mix of residential, commercial, and recreational uses. (ix) The proposed amendments are not anticipated to create a detrimental economic or social effect on the Municipality.
<p>(5) <i>that the proposal is not an obnoxious use</i></p>	<p>The agreement permits a mixed use development that does not contain obnoxious uses.</p>
<p>(6) <i>that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or near by land uses and public facilities. Such controls may relate to, but are not limited to, the following:</i></p> <ul style="list-style-type: none"> (i) <i>type of use, density, and phasing</i> 	<ul style="list-style-type: none"> (i) The existing agreement and proposed amendments will control the uses, density, and phasing. (ii) No emissions have been identified. (iii) Development Engineering and Traffic Services have reviewed and accepted the TIS that addresses the requested amendments, including the increase in population density. Access points to and from the subject lands are not proposed to change. The existing agreement has

<ul style="list-style-type: none"> <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> 	<p>provisions for parking and these will remain in place.</p> <ul style="list-style-type: none"> <i>(iv) The existing agreement controls open storage and landscaping.</i> <i>(v) There are sidewalks on the public street and on the shared private driveways throughout the development, in addition to a waterfront trail that encircles the development on the water side and connects to the sidewalks.</i> <i>(vi) A publicly accessible waterfront trail is required as part of the existing agreement.</i> <i>(vii) No issues have been identified. The existing agreement requires site grading, erosion and sedimentation, and stormwater management plans be submitted with permit applications.</i> <i>(viii) Any performance bonds required are specified in the existing agreement.</i>
<p><i>(7) suitability of the proposed site in terms of steepness of slope, soil conditions, rock outcroppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors</i></p>	<p>The development is located along the edge of the Halifax Harbour. The existing agreement requires the Developer to submit site grading, erosion and sedimentation control, and stormwater management plans at permitting. As well, the agreement states no development permit will be issued for any building on a lot abutting the coast of the Atlantic Ocean shall be within a 3.8 metre elevation above the Canadian Geodetic Vertical Datum.</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>Information about the proposal was posted on a webpage on halifax.ca. Two large signs that directed people where to find more information about the application were placed on the subject site along street frontages. A postcard was mailed to residents and property owners in the area and invited them to provide feedback on the proposal. Three people reached out, and only one provided feedback about the proposal.</p>
<p><i>(9) that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:</i></p>	<p>N/A. No amendments to the zoning have been proposed.</p>

<ul style="list-style-type: none"> (i) Council with a clear indication of the nature of proposed development, and (ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community 	
<p>(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.</p>	<p>N/A. No holding zone has been established.</p>
<p>Policy IP-1 (o) 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 public involvement in the evaluation of the proposed development.</p>	<p>Refer to Policy IP-5 below for comments relating to building design, density, concentration, site treatment, massing, and traffic issues.</p>
<p>Policy IP-5 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:</p>	
<p>(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>	<p>The agreement controls the design of the buildings through built form and architectural requirements. The controls encourage inviting, human-scaled streetscapes for the residents.</p> <p>The development is not located adjacent to any existing residential neighbourhoods.</p>

	<p>There is some scattered commercial and industrial development in the area, but there is not a distinct neighbourhood around the lands.</p>
<p><i>(b) adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <ul style="list-style-type: none"> <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> 	<ul style="list-style-type: none"> (i) The proposed amendments introduce additional density to the site by swapping the office building and hotel to two multi-unit dwellings, as well as by allowing additional units in Phases 3-5. The amending agreement limits the maximum permitted number of units in the two new residential buildings. The residential buildings will be subject to height requirements – maximum 16 storeys. The size and bulk of the buildings will continue to be regulated by building design and architectural requirements. Lot size and frontage requirements are not changing. (ii) Development Engineering and Traffic Services have reviewed and accepted the TIS. See comments below. (iii) The existing agreement establishes parking requirements: one parking space per each residential unit, and no parking for at-grade commercial uses. These requirements are not changing.
<p><i>(c) adequacy or proximity of schools, recreation areas and other community facilities;</i></p>	<p>The existing agreement requires a waterfront trail and amenity space for each residential building. HRCE reviewed the application and has noted the amendments will impact both Shannon Park Elementary and Dartmouth South Academy, particularly if the buildings are built in the next five years or less, as both schools are nearing capacity. However, neither of these schools or any other school within the Dartmouth High Family of Schools are projected to exceed capacity in HRCE’s 2022 long range outlook.</p>
<p><i>(d) adequacy of transportation networks in, adjacent to, and leading to the development;</i></p>	<p>Development Engineering and Traffic Services have reviewed and accepted the TIS.</p>
<p><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></p>	<p>The existing agreement establishes minimum requirements for amenity space and landscaping. The proposed amendments are not changing the amenity or landscaping requirements.</p>

<p><i>(f) that mature trees and other natural site features are preserved where possible;</i></p>	<p>No mature trees or other natural site features were identified. This was reviewed as part of the previous agreements.</p>
<p><i>(g) adequacy of buffering from abutting land uses;</i></p>	<p>The configuration of the lands provides natural buffers from abutting land uses. On the land side of the site, a public road divides the site from adjacent development. Most of the rest of the site is surrounded by water.</p>
<p><i>(h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and</i></p>	<p>The existing agreement requires grade alteration be addressed at permitting.</p>
<p><i>(i) the Land Use By-law amendment criteria as set out in Policy IP- 1(c).</i></p>	<p>See comments for Policy IP-1(c) above.</p>