



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

**Item No. 10.1.2**  
**Harbour East-Marine Drive Community Council**  
**August 7, 2014**

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

*Original signed*

**SUBMITTED BY:** \_\_\_\_\_  
Brad Anguish, Director of Community and Recreation Services

**DATE:** July 21, 2014

**SUBJECT:** Case 18809 – Development Agreement for Harbour Isle, Dartmouth

**ORIGIN**

Application by WSP Group

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter, Part VIII, Planning & Development*

**RECOMMENDATION**

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

1. Give first reading to the proposed rezoning from I-2 (General Industrial) to R-3 (Medium Density) as shown in Attachment A of this report and schedule a public hearing;
2. Give notice of motion to consider the proposed development agreement as contained in Attachment B of this report to enable two 16 storey residential buildings on the lands at Marketplace Drive and schedule a public hearing. The public hearing shall be held concurrently with that indicated in Recommendation 1;
3. Approve the proposed rezoning from I-2 to R-3 as shown in Attachment A of this report;
4. Approve the proposed development agreement contained in Attachment B of this report to allow two 16 storey residential buildings on the lands at Marketplace Drive, Dartmouth;
5. 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;
6. Approve, by resolution, the discharge of the existing development agreement that applies to the lands, as shown in Attachment C of this report, to take effect upon the registration of the new development agreement; and

7. Require the discharge 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**

An application by WSP Group has been submitted to discharge the existing Harbour Isle development agreement and enter into a new development agreement on their lands at Marketplace Drive, Dartmouth. The subject lands, previously owned by Shepherd's Island Inc., were sold to Halifax Harbour Isle. In 2011, Harbour East Community Council approved a development agreement on the Harbour Isle lands for a 13 storey mixed-use 75 unit building with 17 townhouses on the subject lands. The application proposes to expand development on the subject lands by adding two additional 16 storey multiple unit buildings and some townhouse units.

### **Location, Designation, Zoning and Surrounding Land Use:**

<b>Subject Property</b>	Marketplace Drive (PID 41350497) (Map 1)
<b>Location</b>	Wright's Cove located off Windmill Road and adjacent Burnside Industrial Park
<b>Lot Area</b>	8.84 acres (3.57 hectares)
<b>Designation</b>	Wright's Cove Secondary Planning Strategy (WCSPS) designation under the Dartmouth Municipal Planning Strategy (MPS) (Map 1)
<b>Zoning</b>	R-3 (Multiple Family Residential - Medium Density) and I-2 (General Industrial) Zone (Map 2)
<b>Surrounding Uses</b>	North of Wright's Cove, east of the Dartmouth Yacht Club on the south side of Market Place Drive and west of vacant Industrial zoned lands owned by the applicant (Map 3)
<b>Current Use(s)</b>	One 13 storey mixed use residential tower under construction

### *Enabling Policy*

In 2006 Halifax Regional Council approved the Wright's Cove Secondary Planning Strategy to direct land use and development in this area. The subject property is located within the WCSPS designation (Map 1), which enables Council to consider medium density residential developments by development agreement. The proposal may be considered by Harbour East-Marine Drive Community Council (HEMDCC), pursuant to Policy WC-4 of the Wright's Cove Secondary Plan and Policies IP-5 and IP-1(c) of the Dartmouth MPS (Attachment D). The intent of the policies is to enable residential developments, while ensuring that the interests of existing commercial and residential uses are addressed.

### *Proposal-- Rezoning of Remnant Parcels from I-2 to R-3*

A rezoning of portions of the subject lands from the I-2 zone to the R3 zone is required in accordance with Policy WC-4 of the Wright's Cove Secondary Plan and Policies IP-5 and IP-1(c) of the Dartmouth MPS. The rezoning of these parcels (Attachment A, Schedule A), is intended to reflect the ongoing intent that the lands develop as a medium density residential development with a small commercial component.

*Proposed Development Agreement*

Harbour Isle Hazelton Inc. has applied to enter into a new development agreement (Attachment B) to recognize their existing approved Building 1 (currently under construction), as well as proposed Buildings 2 and 3 (Map 3) as follows:

- 1) *Existing Building 1* – an approved existing 13 storey mixed use residential building with 77 dwelling units, 12 townhouses and 4,500 square feet of ground floor commercial space. The existing agreement also permits the development of 5 additional ground floor townhouse units as an alternative conversion to the proposed commercial space.
- 2) *Proposed Building 2* – a proposed 16 storey residential building with 98 dwelling units and 7 ground-level townhouse units;
- 3) *Proposed Building 3* – a proposed 16 storey residential building with 93 dwelling units and 12 ground-level townhouse units.

Under the terms of existing agreement, the development of the subject lands for existing Building 1 did not contemplate changes to infrastructure for future phases of development. As a result, the changes required to amend the existing agreement would have been substantial, therefore the creation of a new agreement serves to better achieve the administration of the development proposal. A discharge of the existing agreement from the Lands is recommended (Attachment C) should Community Council so choose to approve the proposed agreement.

**DISCUSSION**

The proposal has been reviewed relative to the applicable policies of the Dartmouth MPS (Attachment D). Policy WC-4 sets out specific criteria for development in the Wright's Cove area, while policies IP-5 and IP-1(c) include more general criteria that apply to all multi-unit building proposals in Dartmouth. The proposal is reasonably consistent with all applicable policies of the Dartmouth MPS.

***Proposed Rezoning of Remnant Parcels from I-2 to R-3 zone***

When the development agreement process was undertaken in 2011, two small parcels along the south-east property boundary were not rezoned from I-2 to R-3 (Attachment A, Schedule A). The proposed rezoning from I-2 to R-3 is considered incidental because it reflects the ongoing intent that the lands develop as a medium density residential development with a commercial component, in accordance with Policy IP-5. This is consistent with Policies WC-4, IP-5 and IP-1(c) of the MPS (Attachment D).

***Development Agreement***

The following matters, including some applicable criteria from policies WC-4, IP-5 and IP-1(c), have been identified for more detailed discussion. A more detailed review of additional criteria is set out in Attachment D.

***Building Heights***

The height of the two proposed residential buildings is 16 storeys. The proposed height meets the maximum building height permitted under MPS policy WC-4. The existing building is 13 storeys in height. Townhouses are proposed to lie at the base of each of the buildings and will not exceed 35 feet in height.

***Noise Mitigation, Buffering and Compatibility***

Policy WC-4 requires that measures be taken in the design of residential buildings in order to mitigate noise from nearby industrial uses. The buildings are to be constructed of concrete and clad with a precast or masonry veneer and will include thermopane windows with an STC (Sound Transmission Class) rating that will minimize the impact of noise within the dwelling units. Policies IP-5 and IP-1 (c) emphasize the importance of ensuring that multi-unit residential buildings are designed so as to reduce potential impacts on adjacent properties and land uses. The proposed buildings are located more than 165 metres (541 feet) from the nearest residential properties. The entire development is located outside

of the 300 foot setback to Windmill Road, as required by Policy WC-4, and its materials and windows will reduce potential noise from nearby commercial and industrial uses.

*Publicly Accessible Waterfront Trail*

Policy WC-4 of the Wright's Cove Secondary Plan required through the 2011 approval that provisions be included for a waterfront trail/public sidewalk system which has now been partially constructed. The Developer is proposing to realign a portion of the trail system in accordance with the proposed development agreement as shown on Attachment B, Schedule C. The Developer will convey an easement in favour of HRM, to allow for public access to the walkway under this configuration. The width of the easement is 10 feet and the width of the travel surface, which must be designed and built to HRM standards, is a minimum of 6 feet. The travel surface of the waterfront trail may be comprised of different materials such as concrete, pavers, asphalt or other materials deemed satisfactory by HRM. In addition, a lighting plan must be submitted for the trail.

*Exterior Design, Bulk and Scale*

The proposed exterior design, bulk and scale of the two proposed buildings are similar in visual appearance to the existing approved 13 storey building currently under construction. Similar building construction features include cladding with a precast or masonry veneer. The towers are relatively narrow in configuration. Building heights proposed are consistent with the maximum height requirements for the subject lands as set out in policy WC-4. The buildings are not located within close proximity to other residential properties.

*Site Design and Landscaping*

The portion of the development located west of Marketplace Drive is proposed to be serviced by a private laneway and not a public street. As a result, the developer has introduced some unique design features into the streetscape configuration such as street corner bump outs. The towers are proposed to sit on two level podiums accommodating underground parking. On the top of each podium is a central courtyard that contains the larger building envelopes as well as townhouse units at the base. The site slopes towards the harbour, however, it is proposed that each of the towers' first floors will be accessed at the same grade elevation to provide for ease of accessibility and to mitigate against storm surge.

Detailed lighting and landscaping plans are required to be submitted to the satisfaction of the Municipality. Landscaping of each of the site's quadrants is proposed to coincide with the completion of each building. The site design and landscaping as proposed in the development agreement are considered of a high standard and therefore acceptable.

*Access, Traffic, Parking and Cul De Sac Realignment*

A traffic analysis was submitted by the Developer and was found to meet HRM guidelines. The development agreement requires the Developer to design and construct traffic signals at the intersection of Windmill Road and Seapoint Road.

Potentially, the Harbour Isle development could yield 304 dwellings units under the proposed development agreement. Accordingly, a second street access will be required prior to occupancy of Building 3. Although not part of the development agreement, it is envisioned that Marketplace Drive will ultimately be extended to connect to Bancroft Lane (Map 3). Parking is provided underground as well as on the surface private lanes and at a quantity that exceeds the Dartmouth LUB standard. In addition, the Developer has requested a change to the cul-de-sac design at the western portion of the boundary. The turning area is being offset from the street centreline to the east rather than the west to provide a better design orientation for Building 2 (Map 3). This realignment is reflected in the proposed agreement.

*Amenity Area*

Amenity space on the lands is provided through internal common rooms, balconies and access to the waterfront trail. Separate from this, an open green space has been provided at the south-east quadrant of the site for residents' enjoyment, however, the Developer may seek to redevelop these lands at a future date.



### *Infrastructure*

All infrastructure and services located on the lands shall be designed and constructed according to applicable HRM and Halifax Water standards unless otherwise approved by HRM Development Engineering or Halifax Water. Neither HRM nor Halifax Water will assume ownership of any of the private infrastructure that will service this development.

### *Density, Unit Mix and Phasing*

The limits for unit density are established by Policy WC-4 which links back to the requirements of the Land Use Bylaw and the R-3 Zone. The zone establishes density limits by requiring a certain amount of lot area per unit. This total amount varies based on the number of bedrooms per unit. Based on the height of the buildings and the unit type distribution, the unit density of the proposal is within the parameters of the R-3 Zone. The development agreement requires a mix of unit types to appeal to a wide spectrum of the market ranging from one to three bedrooms in size. In order to ensure an appropriate unit mix a minimum of 70% of the units must be 2 or 3 bedroom units in both of proposed Buildings 2 and 3. The buildings are intended to be phased based on the availability of the second required access which must be conveyed to the municipality in order for Building 3 to receive an Occupancy Permit.

### *Wind and Shadow*

Concern was expressed at the public information meeting about the potential wind and shadow impacts to the Dartmouth Yacht Club and the apartment building at 721 Basinview Drive. Wind and shadow analysis has been submitted by the Developer. Based on this analysis, wind impacts from the proposed development will not affect the existing wind conditions in the dock areas of the Dartmouth Yacht Club for most of the summer season.

In addition, the Developer has submitted a shadow analysis that shows that the most significant impacts to 721 Basinview Drive may occur between 8-9 a.m. during the month of December. Accordingly, these impacts are deemed to be minimal.

### *Conclusion*

Staff is of the opinion that the proposed development is reasonably consistent with the intent of Policy WC-4 regarding residential development within the WCSPS designation. The proposed buildings meet the criteria of Policy WC-4, as discussed above, as well as the general evaluative criteria set out in Policies IP-5 and IP-1(c). Therefore, staff recommends that Council discharge the existing development agreement, as amended in 2011, and enter into the proposed development agreement set out in Attachment B.

## **FINANCIAL IMPLICATIONS**

The Developer 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 budget with existing resources.

## **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 a Public Information Meeting held on Wednesday, December 11, 2013 (see Attachment F for Minutes). Notice of the Public Information Meeting was posted on the HRM Website, in the newspaper, and mailed to property owners within the notification area as shown on Map 2.

A public hearing must be held by Community Council before they can consider approval of the 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 proposed development agreement will potentially impact local residents, property owners and adjacent businesses.

### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all relevant environmental policies contained in the MPS. No additional concerns have been identified beyond those raised in this report.

### **ALTERNATIVES**

1. Community Council may choose to refuse the proposed Rezoning and Development Agreement as set out in Attachments A and B of this report and, in doing so, must provide reasons why the rezoning and development agreement do not reasonably carry out the intent of the MPS. A decision of Council to reject the Rezoning and Development Agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *Halifax Charter*. This is not recommended.
2. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the Developer, a supplementary staff report and may require an additional Public Hearing.
3. Community Council may choose to refuse to approve the proposed discharging development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of Council to reject this discharging 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
Map 3	Harbour Isle Site Plan and Second Access to Bancroft Lane
Attachment A	Amendments to the Land Use By-law for Dartmouth <ul style="list-style-type: none"><li>• Schedule A – Subject Area Proposed for Rezoning from 1-2 to R-3</li></ul>
Attachment B	Proposed Development Agreement
Attachment C	Proposed Discharging Agreement
Attachment D	Dartmouth MPS Policy Evaluation
Attachment E	Excerpts from the Dartmouth LUB
Attachment F	Minutes of the Public Information Meeting

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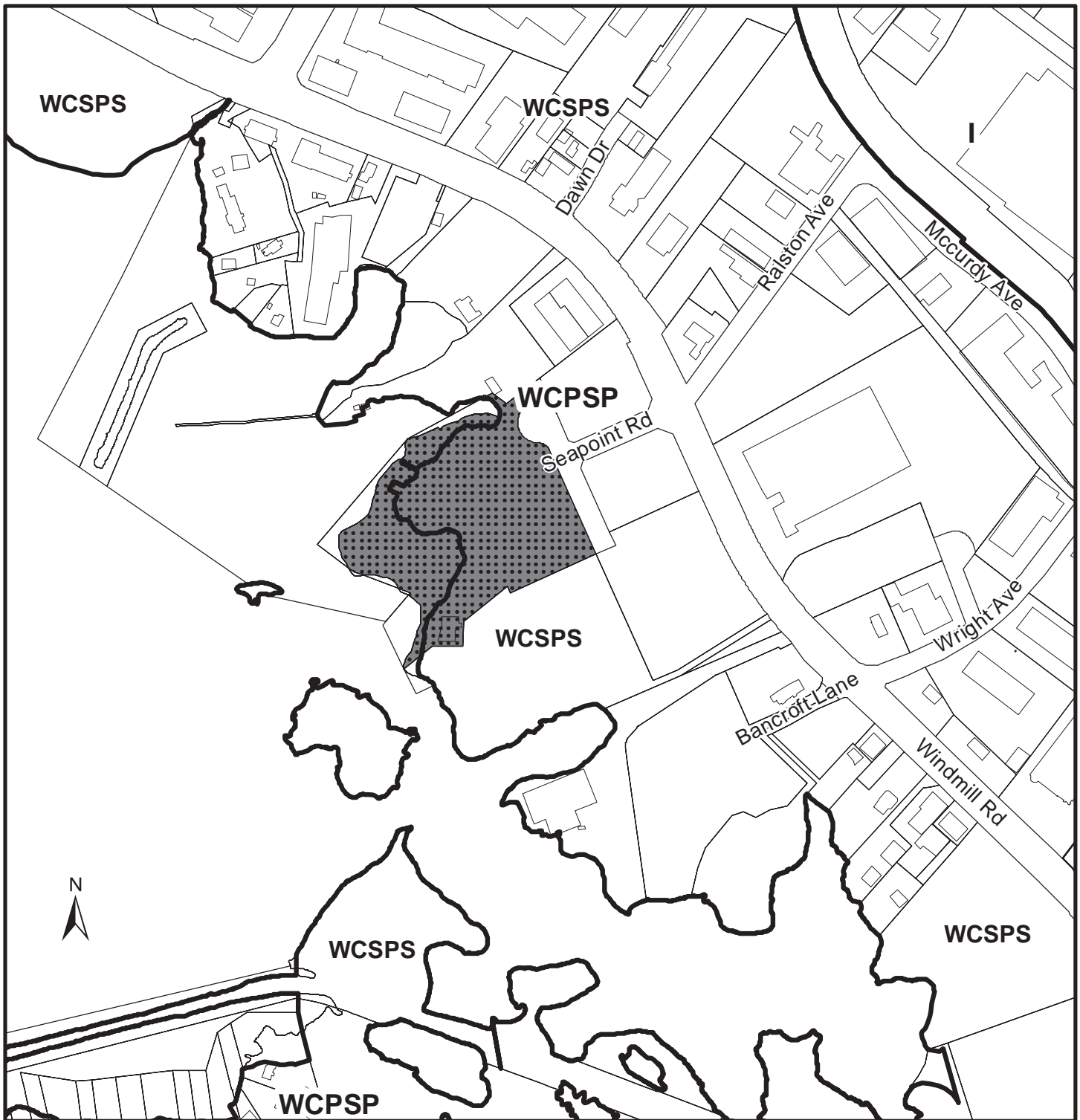
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Shayne Vipond, Senior Planner, 490-4335

*Original signed*

Report Approved by:  Kelly Dent, Manager of Development Approvals, 490-4800

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## Map 1 - Generalized Future Land Use

PID 41350497,  
Dartmouth

**HALIFAX**

### Designation

 Subject Area Proposed  
for two 16 Storey Buildings

I Industrial  
WCSPS Wrights Cove Secondary Planning Strategy

0 20 40 60 80 100 120 m

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

Dartmouth  
Plan Area


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



## Map 2 - Zoning and Notification

PID 41350497,  
Dartmouth

 Subject Area Proposed for  
two 16 Storey Buildings

 Area of Notification

Dartmouth  
Plan Area

### Zone

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

**HALIFAX**

0 20 40 60 80 100 120 m

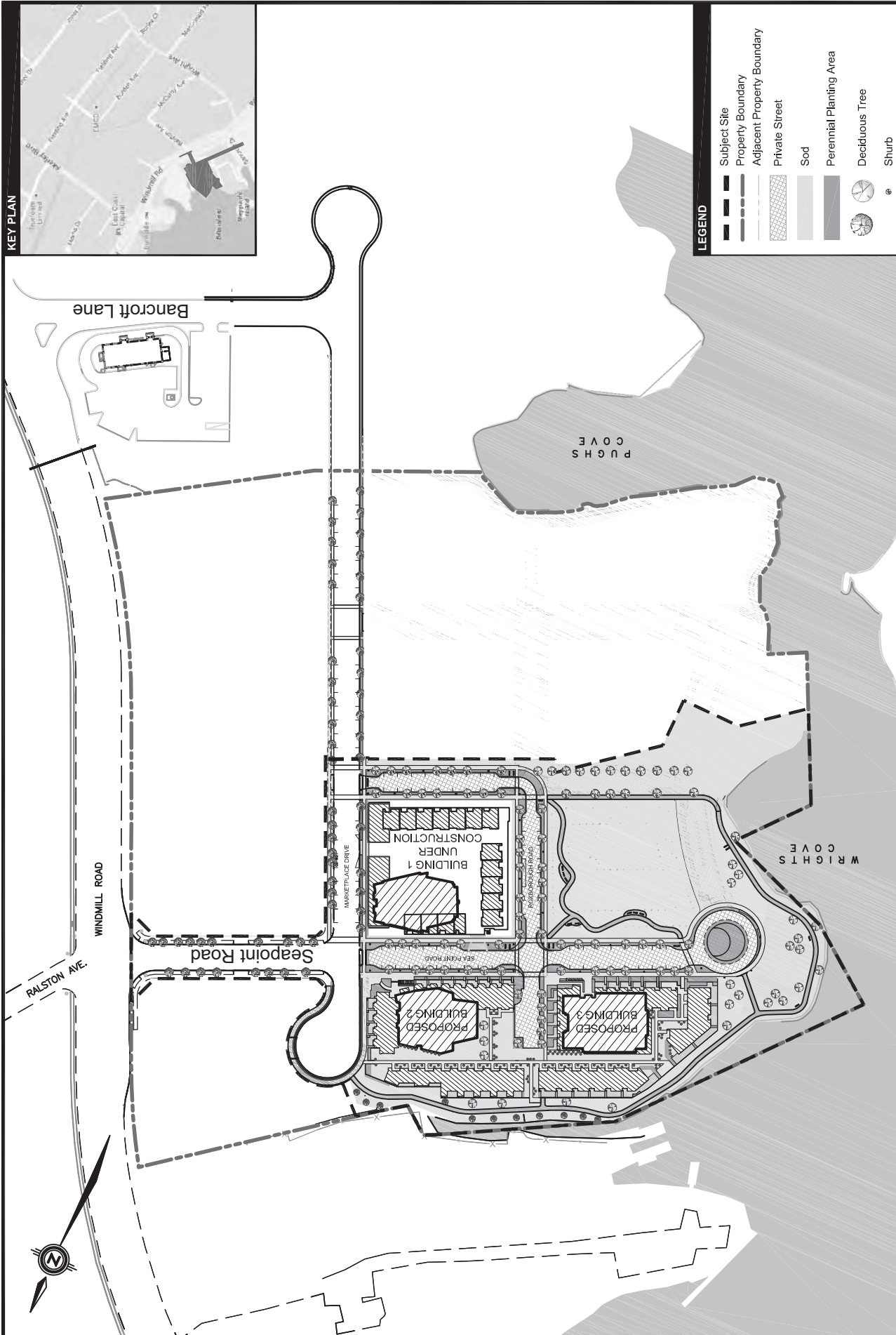
This map is an unofficial reproduction of  
a portion of the Zoning Map for the plan  
area indicated.

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



# Map 3 Harbour Isle Site Plan and Second Access to Bancroft Lane

FILE: K:\DARTMOUTH\2012\121-2650 WINDMILL ROAD\11.DWG\11.1.CONCEPT PLANS\121-2650-SCHEDULES.DWG SHEET: SCHEDULE B1



KEY PLAN



## LEGEND

- Subject Site
- Property Boundary
- Adjacent Property Boundary
- Private Street
- Sod
- Perennial Planting Area
- Deciduous Tree
- Shrub

<p>SCALE: 1:2500 METRIC</p> <p>50 25 0 50 100</p>		<p>SHEET: 1 of 6</p>
<p>DESIGNER: HANS PFEIL</p>		<p>DATE: 03-JUL-2014</p>
<p>PLANNER: KOUROSH RAD</p>		

**HARBOUR ISLE**  
Windmill Road, Dartmouth, Nova Scotia



## **Attachment A**

### **Amendments to the Land Use By-law for Dartmouth**

BE IT ENACTED by the Harbour East- Marine Drive Community Council of the Halifax Regional Municipality that the Land Use By-law for Dartmouth as adopted by the former city of Dartmouth on the 25th day of July 1978, and approved by the Minister of Municipal Affairs on the 15th day of September 1978 which includes all amendments thereto which have been adopted by the Halifax Regional Municipality and are in effect as of the [insert date of meeting here], is hereby amended as follows:

1. The Dartmouth Zoning Map is hereby amended by rezoning small portions of PID #41350497 from 1-2 (General Industrial) to R-3 (Multiple Family Residential) as illustrated on Schedule A.

I HEREBY CERTIFY that the amendments to the Land Use By-law for Dartmouth Land Use Bylaw, as set out above, were passed by a majority vote of the Harbour East-Marine Drive Community Council of the Halifax Regional Municipality at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2014.

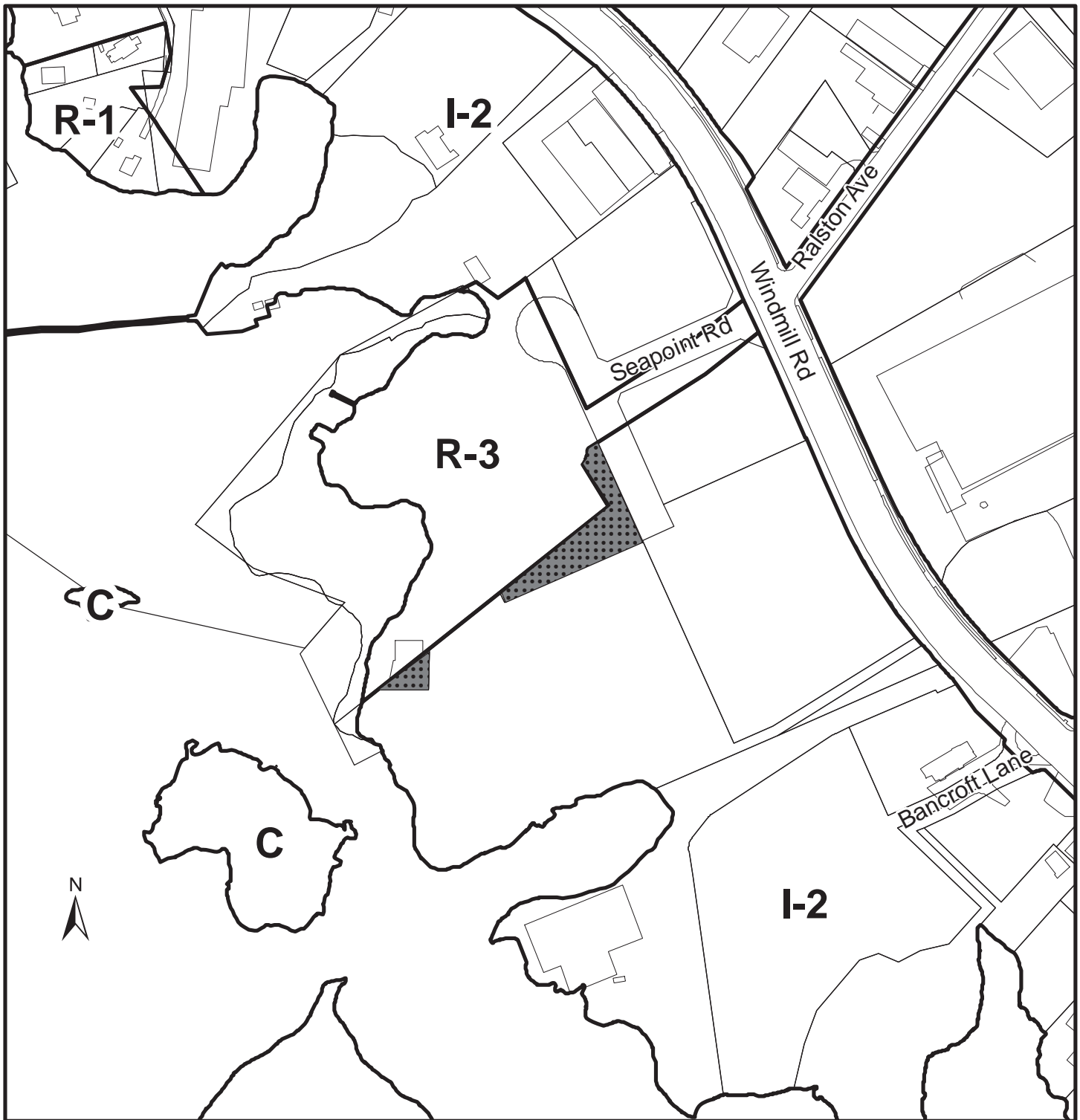
GIVEN under the hand of the Municipal Clerk and under the Corporate Seal of the Halifax Regional Municipality this \_\_\_\_ day of \_\_\_\_\_, 2014.

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Cathy Mellet

Municipal Clerk






## Schedule A

PID 41350497,  
Dartmouth

**HALIFAX**

 Subject Area Proposed for  
Rezoning from I-2 to R3

### Zone

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

0 20 40 60 m



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

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

Dartmouth Plan Area

**Attachment B: Proposed Development Agreement**

THIS AGREEMENT made this       day of **[Insert Month]**, 2014,

BETWEEN:

**[INSERT DEVELOPER NAME]**

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 between Wright's Cove and Windmill Road, Dartmouth, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Municipality entered into a Development Agreement with GJR Developments Ltd. to allow for 255 dwelling units within 3 multi-unit residential buildings, which was registered at the Land Registry Office in Halifax as Document Number 88788139 (hereinafter called the "Original Agreement");

AND WHEREAS GJR Developments Ltd. transferred its interest in the Lands to Sheppards Island Incorporated, which changed its name to Harbour Isle Halifax Incorporated on May 14, 2008, said change of name having been registered at the Land Registry Office in Halifax as Document Number 90702094;

AND WHEREAS the Municipality entered into an amendment to the Original Agreement with Harbour Isle Halifax Incorporated which was registered at the Land Registry Office in Halifax as Document Number 93015643 (hereinafter called the "Amending Agreement");

AND WHEREAS the Original and Amending Agreements were discharged and the Municipality entered into a new Development Agreement to allow a 13 storey residential/commercial mixed use building, which was registered at the Land Registry Office in Halifax as Document Number 100146514 (hereinafter called the "Existing Agreement");

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

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for 1 residential/commercial mixed use building and 2 residential multi-unit buildings 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 WHEREAS the Harbour East Community Council of the Municipality, at its meeting on **[Insert - Date]**, approved the said Agreement to allow for 1 residential/commercial mixed use building and 2 residential multi-unit buildings on the Lands subject to the registered owner of the Lands described herein entering into this Agreement, and at the same meeting, approved the discharge of the Existing Agreement as it applies to PID 41350497, referenced as Municipal Case Number 18809, which is filed in the Land Registry Office as Document Numbers 100146514, said discharge to take effect upon the registration of this Agreement;

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

## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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**

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

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

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

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

### **1.4 Conflict**

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

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**

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

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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**

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

- 2.2.1 (a) 'Building 2' means the residential tower structure and townhouse units as shown on the Schedule B2 and includes the full two-level parkade and podium linking the structures of Building 2 and 3 as shown in Schedules B, B1 and B2;
- (b) 'Building 3' means the residential tower structure and townhouse units as shown on Schedule B3 and excludes any portion of the two-level parkade as shown in Schedule(s) B, B1 and B2.

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18809:

Schedule A	Legal Description of the Land(s)
Schedule B - B3	Comprehensive Site Plan, Site plans Bldgs 1- 3
Schedule C - C4	Comprehensive Landscape Plan, Landscape plans:
Schedule D	Preliminary Plan of Subdivision/ Consolidation
Schedule E – E3	Parking plans Bldgs 2 & 3
Schedule F - F2	Servicing, Stormwater Management, Erosion and Sedimentation Control Plans
Schedule G - G3	Building 1 Elevation plans
Schedule H - H4	Building 2 Elevation plans
Schedule I - I4	Building 3 Elevation plans

### **3.2 Requirements Prior to Approval**

- 3.2.1 The Municipality shall not issue any Development Permit unless design approval for installation of primary and secondary services at the final subdivision stage has been granted for all streets and services and the Developer has entered into a Subdivision Agreement for proposed Lot C-4 and the two proposed public streets, identified in the Schedules as 'Seapoint Road' and 'Marketplace Drive', as generally illustrated on Schedule D.
- 3.2.2 The Municipality shall not grant Final Subdivision Approval for Lot C-4 unless the proposed subdivision/consolidation includes the conveyance of an easement or right-of-way, for the benefit of the Municipality, for public access over the waterfront trail. The Development Officer, in

consultation with the HRM Parkland Planner, shall be satisfied that the registered easement or right-of-way for the waterfront trail provides unobstructed access from Windmill Road and conforms with the requirements of section 3.8.11 of this Agreement.

- 3.2.3 The Municipality shall not issue a Development Permit for Building 2 until the required realignment of the public access easement for the waterfront trail is complete.
- 3.2.4 Prior to the issuance of any Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) A Landscaping Plan in accordance with Section 3.8 of this Agreement; and
  - (b) A Lighting Plan in accordance with Section 3.7 of this Agreement.
  - (c) Written confirmation that an assessment and removal where applicable, of potential unexploded military ordinance(s) (UXOs) has been completed by the Department of National Defense (DND). The Development Officer also may accept written verification that DND is satisfied that no work or assessment related to UXOs is required on the Lands in order to satisfy the terms of this clause.
- 3.2.5 Prior to the issuance of any Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer as per the terms of this Agreement:
- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in section 3.7 of this Agreement.
  - (b) Written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in section 3.8 of this Agreement; and
- 3.2.6 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By law (except to the extent that the provisions of the Land Use By law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.2.7 Notwithstanding subsection 3.2.6, if relevant securities have been posted in accordance with this Agreement to the satisfaction of the Development Officer, an Occupancy Permit may be issued.

### **3.3 General Description of Land Use**

- 3.3.1 The use(s) of the Lands permitted by this Agreement are as generally illustrated on the Schedules, being the following:
- (a) A mixed-use building, shown as Building 1 on Schedules B and B1, with a maximum of 77 dwelling units, not exceeding a height of 13 storeys and
    - i. 4,500 square feet of ground floor commercial retail, full service and take-out restaurants, service, personal service, neighbourhood convenience or office uses, and 12 townhouse-style units, as generally shown on Schedules B, B1 and G through G3 incl;
    - ii. Notwithstanding (i), the commercial space may be developed and used as 5 townhouse units, for a maximum total of 17 townhouse dwelling units.

- (b) A multi-unit residential building, shown as Building 2 on Schedules B and B2, with a maximum of 98 dwelling units, not exceeding a height of 16 storeys and 7 ground-level townhouse-style units, as generally shown on Schedules B, B2 and H through H4;
    - i. a minimum of 70% must be 2 or 3 bedroom units; and
  - (c) A multi-unit residential building, shown as Building 3 on Schedules B and B3, with a maximum of 93 dwelling units, not exceeding a height of 16 storeys, and 12 ground-level townhouse-style units, as generally shown on Schedules B, B3 and I through I4 incl.;
    - i. a minimum of 70% must be 2 or 3 bedroom units.
- 3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards.
- 3.3.3 Unless otherwise stated in this Agreement, development of the Lands shall conform with the provisions of the R-3 Zone, as set out in the Dartmouth Land Use By-law and amended from time to time.

### **3.4 Siting and Architectural Requirements**

- 3.4.1 The buildings shall be located and oriented as generally illustrated on Schedule B though B3 inclusive, and shall comply with the following:
  - (a) Buildings 1 and 2 shall be setback a minimum distance of 300 feet from Windmill Road and shall front on Marketplace Drive as illustrated on Schedule B;
  - (b) The minimum front yard setback for Building 1 is reduced to 2 feet.
- 3.4.2 The Developer agrees that the design, form, and exterior materials of the building shall, in the opinion of the Development Officer, conform to the Building Elevations included with this Agreement as Schedules G through I.
- 3.4.3 All façades shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.4.4 Roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any adjacent public street or adjacent residential development. Changes to the rooftop mechanical penthouse, as illustrated on the Schedules, shall be permitted provided that the height and area of the mechanical penthouse is reduced.
- 3.4.5 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Windmill Road, the Dartmouth Yacht Club or adjacent residential properties. Furthermore, mechanical equipment or exhaust fans shall be surrounded by opaque screening as an integral part of the building design. This shall exclude individual residential mechanical systems.
- 3.4.6 Multiple storefronts on Building 1 shall be visually unified through the use of complementary forms, materials and colours. Covered awnings and similar devices shall be permitted to provide shelter, and encourage pedestrian movement.
- 3.4.7 Refuse containers located outside the buildings shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

### **3.5 Subdivision and Development of the Lands**



- 3.5.1 Development shall occur on the Lands, as illustrated on the Schedules. The Municipality shall not issue a Development Permit for Building 1 unless the following condition has been satisfied:
- (a) The Developer has received design approval for installation of primary and secondary services at the final subdivision stage and entered into a Subdivision Agreement as well as a Services Agreement with Halifax Water for those proposed streets and primary and secondary services identified as 'Seapoint Road' and 'Marketplace Drive' on Schedule D.
  - (b) An Occupancy Permit for Building 1 shall not be issued until the Municipality has accepted the proposed streets and primary and secondary services.
- 3.5.2 The Municipality shall not issue a Development Permit for Building 2 unless the following conditions have been satisfied:
- (a) The Developer has received Concept Approval or design approval for installation of primary and secondary services at the final subdivision stage, in accordance with the Regional Subdivision Bylaw and subject to the approval of the Development Officer in consultation with the Development Engineer, for a second access point to Windmill Drive in addition to that identified on Schedule D as 'Seapoint Road';
- 3.5.3 The Municipality shall not issue a Development Permit for Building 3 unless the following conditions have been satisfied:
- (a) The Developer has received design approval for installation of primary and secondary services at the final subdivision stage and entered into a Subdivision Agreement with the Municipality as well as a Services Agreement with Halifax Water for those proposed streets and municipal infrastructure associated with the second access described in Section 3.5.2 (a)
- 3.5.4 The Municipality shall not issue Occupancy permits for Building 3 until the Municipality has accepted the proposed streets and primary and secondary services identified in Sections 3.5.1 and 3.5.2.

### **3.6 Parking, Circulation and Access**

- 3.6.1 Outdoor parking areas shall be sited as shown on the Schedules. All parking required for the multi-unit buildings and townhouse portions of the development shall be provided underground, or within the internal courtyard which is illustrated on the Schedules.
- 3.6.2 Above ground parking areas shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and shall be delineated by concrete curb.
- 3.6.3 Exterior bicycle parking shall be provided as shown on Schedules C-1 to C-3. Interior bicycle parking shall be as shown on Schedule E to E3.

### **3.7 Outdoor Lighting**

- 3.7.1 Lighting shall be directed to, driveways, parking areas, trails, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from public streets, adjacent lots and buildings.
- 3.7.2 Further to subsection 3.7.1, prior to the issuance of a Development Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- a) The location, on the building and on the premises, of each lighting device; and
  - b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.
  - (c) Pursuant to sections 3.8.1 (b), (c) and section 3.8.13 the Lighting Plan may be phased for Buildings 2, 3 and for the area shown in Schedule C-4.
- 3.7.3 The information used to satisfy the requirements of this section may be included on the site plan or building elevations provided that the Development Officer is satisfied of compliance with this Agreement.

### **3.8 Landscaping**

- 3.8.1 Phasing of the landscaping shall be as shown on Schedule C. Occupancy Permits shall not be issued until the following conditions have been satisfied:
- (a) At the time of the issuance of the Occupancy Permit for Building 1 the Developer shall submit to the Development Officer a letter, prepared by a member in good standing of the Canadian Society of Landscape Architects, certifying that all landscaping as shown on Schedule C-1 has been completed according to the terms of this Agreement.
  - (b) At the time of the issuance of the Occupancy Permit for Building 2 the Developer shall submit to the Development Officer a letter, prepared by a member in good standing of the Canadian Society of Landscape Architects, certifying that all landscaping as shown on Schedule C-2 has been completed according to the terms of this Agreement.
  - (c) At the time of the issuance of the Occupancy Permit for Building 3 the Developer shall submit to the Development Officer a letter, prepared by a member in good standing of the Canadian Society of Landscape Architects, certifying that all landscaping as shown on Schedules C-3 and C-4 have been completed according to the terms of this Agreement.
- 3.8.2 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications in the opinion of the Landscape Architect that prepares the plans required pursuant to subsection 3.8.3.
- 3.8.3 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and generally conforms with the overall intentions of the preliminary landscape features shown on Schedules C to C4 inclusive. The Landscaping Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.4 All portions of the Lands not used for structures, parking areas, driveways, curbing, or walkways shall be landscaped except for areas where natural vegetative cover is maintained. Landscaping shall be deemed to include grass, mulch, decorative stone or water features, planting beds, trees, bushes, shrubs or other plant material or decorative element deemed acceptable by the Development Officer.
- 3.8.5 The Landscaping Plan shall include the location, spacing and species of any vegetation. The Developer shall maintain all landscaping, shrubs, plants, flower beds and trees and shall replace any damaged, dead or removed stock.

- 3.8.6 Specifications for all constructed landscaping features such as fencing, retaining walls, pergolas, stream waste disposal facilities, benches, and lighting shall be provided to the Development Officer, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.
- 3.8.7 The Landscape Plan(s) shall provide details of all ground level open spaces, courtyards and rooftop gardens and open spaces as shown on the attached Schedules. The plan(s) shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features (pergolas, benches, etc.).
- 3.8.8 Retaining walls shall be permitted on private property only, unless approved by the Development Engineer, and any retaining wall shall be constructed of a decorative precast concrete or modular stone retaining wall system or an acceptable equivalent in the opinion of the Municipality.
- 3.8.9 Details of any retaining wall systems that exceed a height of 3 feet are to be identified, including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a Professional Engineer.
- 3.8.10 Planting materials shall be carefully selected for their ability to survive in their specific location relative to such factors including, but not limited to, sunlight/shade conditions, or rooftop and sea exposure conditions.
- 3.8.11 Waterfront Trail
- (a) The Developer shall grant a 10 foot wide public easement for a Primary Trail corridor to HRM. The trail easement shall begin at Marketplace Drive, run along the waterfront boundary of the Lands along Wrights Cove and end at the opposite end of Marketplace Drive as generally illustrated on Schedule C.
  - (b) The Developer agrees to construct a 6 foot wide waterfront trail within the Primary Trail corridor required pursuant to section 3.8.11 (a). The 6 foot wide travel surface of the trail shall consist of crusher dust and shall be accompanied by shoulders comprised of bark mulch or another material deemed acceptable by the Municipality. The trail shall meet accessibility standards, in the opinion of the Development Officer and Parkland Planner, and shall conform to a maximum grade of 8%. The exact location and design of the trail shall be approved by the Development Officer, in consultation with the Parkland Planner, prior to the issuance of a Development Permit, and the trail shall be constructed, as specified, prior to the issuance of an Occupancy Permit for Building 2.
  - (c) Both ends of the waterfront trail shall be accessed via public sidewalks constructed in conjunction with Marketplace Drive. The sidewalks shall be constructed by the Developer in accordance with HRM specifications and shall provide pedestrian connections from Windmill Road to either end of the waterfront trail.
- 3.8.12 Private Landscaped Area
- (a) The Developer shall construct a private landscaped area as generally illustrated on Schedules B, C and C4.
  - (b) The landscaping and design for the private landscaped area shall conform to the requirements of Section 3.8 of this Agreement and shall be included on the Site Grading Plan required pursuant to section 5.1.

3.8.13 Notwithstanding section 3.8.1, where the weather and the time of year do not allow the completion of outstanding landscape works at the time of issuance of the Occupancy Permits for Buildings 1, 2 or 3, 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.

- (a) Notwithstanding section 3.8.1(c) the Developer shall complete all landscaping on the lands shown on Schedule C-4 within 1 year of the issuance of the Occupancy Permit for Building 3.
- (b) Pursuant to section 3.8.11 and subsection 3.8.13 (a) the Developer may post security for landscaping on the area shown on Schedule C-4 in accordance with section 3.8.13.

### **3.9 Maintenance**

3.9.1 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.

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

### **3.10 Signs**

3.10.1 Signage shall conform to the following requirements:

- (a) Projecting or canopy signs may be permitted provided that encroachment permits/licenses are approved if the right-of-way is impacted;
- (b) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
- (c) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands;
- (d) Minor directional ground and fascia signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes are permitted on the Lands, and are required as illustrated on Schedule C;
- (e) A maximum of two permanent ground signs shall be permitted on the Lands to denote the community or development name. The location of such sign shall be as shown on Schedule C and require the approval of the Development Officer in consultation with the Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq.m.). All such signs shall be constructed of natural

materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. This section shall not preclude the construction of decorative entrance gates;

- (f) Commercial signage for the businesses located on the Lands shall comply with the commercial sign provisions of the Dartmouth Land Use By-law.

### **3.11 Temporary Construction Building**

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

### **3.12 Outstanding Site Work**

The Municipality may accept securities for the completion of outstanding on-site paving and landscaping work on the privately owned portion of the Lands (at the time of issuance of the Occupancy Permit). Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

### **4.2 Off-Site Disturbance**

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 Public Streets**

The Developer agrees to design and construct all public streets proposed for the Lands in conformance with the standards for Minor Collector Streets, as set out in the Municipal Design Guidelines, unless otherwise approved by the Development Engineer. The Developer shall design and construct permanent or temporary turn around facilities or cul-de-sac bulbs at each end of Marketplace Drive in accordance with the Municipal Design Guidelines unless otherwise approved by the Development Engineer. The Municipality shall not issue Final Design Approval until the design of the turnaround facilities or cul-de-sac bulbs has been approved by the Development Engineer.

### **4.4 Other Approvals**

The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater, sewer and drainage systems, streets, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All

costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-laws.

#### **4.5 Municipal Water Distribution, Sanitary Sewer and Storm Sewer Systems**

The Municipal water distribution, sanitary sewer and storm sewer systems shall conform with Halifax Water's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

#### **4.6 Site Preparation**

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

#### **4.7 Solid Waste Facilities**

4.7.1 Each building shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources as per By-law S-600.

4.7.2 Refuse containers and waste compactors shall be screened from public view by means of opaque fencing or masonry walls with suitable landscaping.

#### **4.8 Private Infrastructure**

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

### **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

#### **5.1 Site Grading Plan and Stormwater Management**

No Development Permit shall be issued unless a Site Grading Plan, prepared by a qualified Professional Engineer in accordance with the Municipal Design Guidelines, is submitted to the Municipality. The plan(s) shall identify stormwater management measures to minimize any adverse impacts on adjacent lands or stormwater drainage systems during and after construction.

#### **5.2 Erosion and Sedimentation Control Plan**

Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply 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 site until the requirements of this clause have been met and implemented.

#### **5.3 Erosion Control**

No Occupancy Permit shall be issued unless a Professional Engineer certifies that the entire lot is stabilized in accordance with all applicable standards and regulations of the Province of Nova Scotia and with the terms of this Agreement. Any temporary stabilization of the Lands shall be replaced with final landscaping within six (6) months of the issuance of the Occupancy Permit. The owner of the Lands shall be responsible for ensuring that any temporary stabilization



materials are replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.

#### **5.4 Stormwater Management System**

The Developer agrees to construct, at its own expense, the Stormwater Management System associated with the proposed development. The Developer shall provide certification from a Professional Engineer that the system has been constructed in accordance with the approved design. 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.

#### **5.5 Failure to Conform to Plans**

If the Developer fails at any time during any site work or construction to fully conform to the requirements set out under Part 5 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Officer, in consultation with the Development Engineer, to ensure compliance with the environmental protection plans.

### **PART 6: AMENDMENTS**

#### **6.1 Non-Substantive Amendments**

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:

- (a) Changes to the location and layout of uses and buildings as illustrated on Schedule B;
- (b) Additional signage in accordance with the sign provisions of the Dartmouth Land Use By-law subject to the approval of the Municipal Development Officer
- (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 7.5 of this Agreement.

#### **6.2 Substantive Amendments**

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**

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

#### **7.2 Subsequent Owners**

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

#### **7.3 Commencement of Development**

- 7.3.1 In the event that construction of Building 2 has not commenced within 2 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 installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.
- 7.4 Completion of Development**  
Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Dartmouth, as may be amended from time to time.

**7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development after 5 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**

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**

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

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

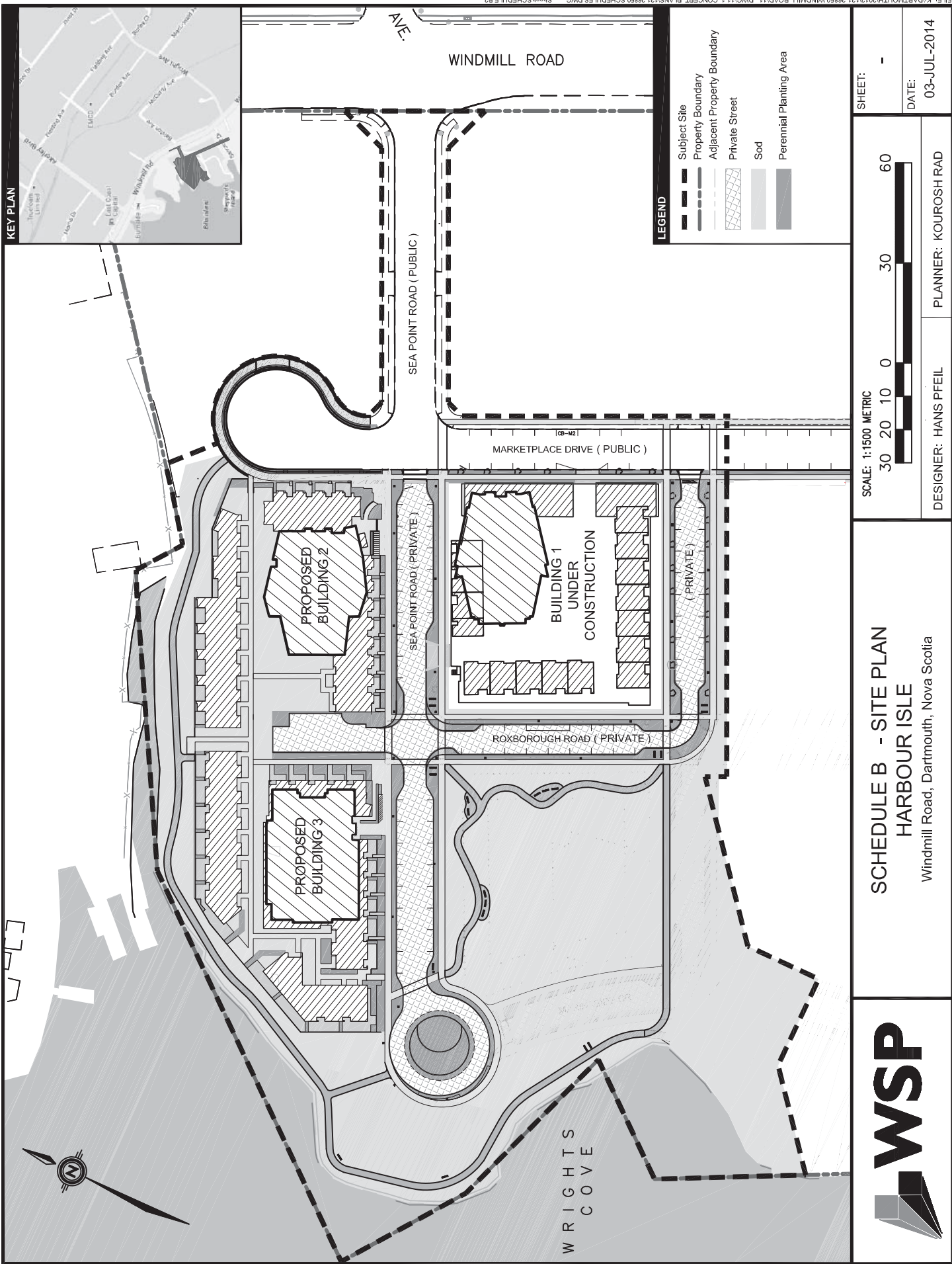
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**MAYOR**

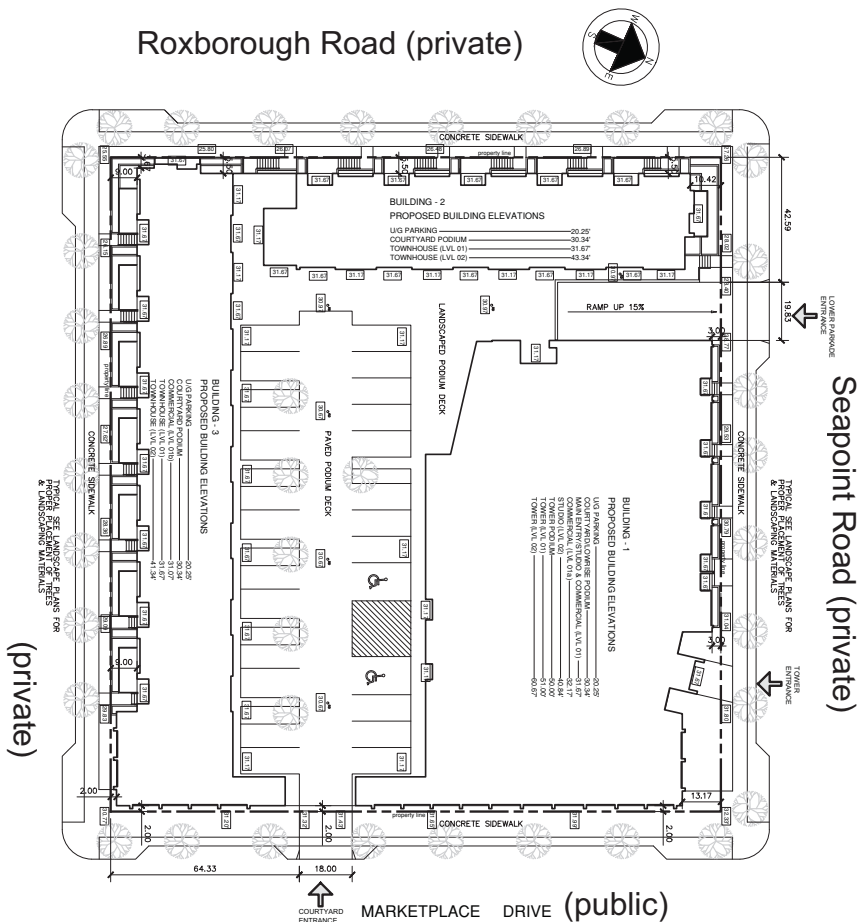
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**MUNICIPAL CLERK**



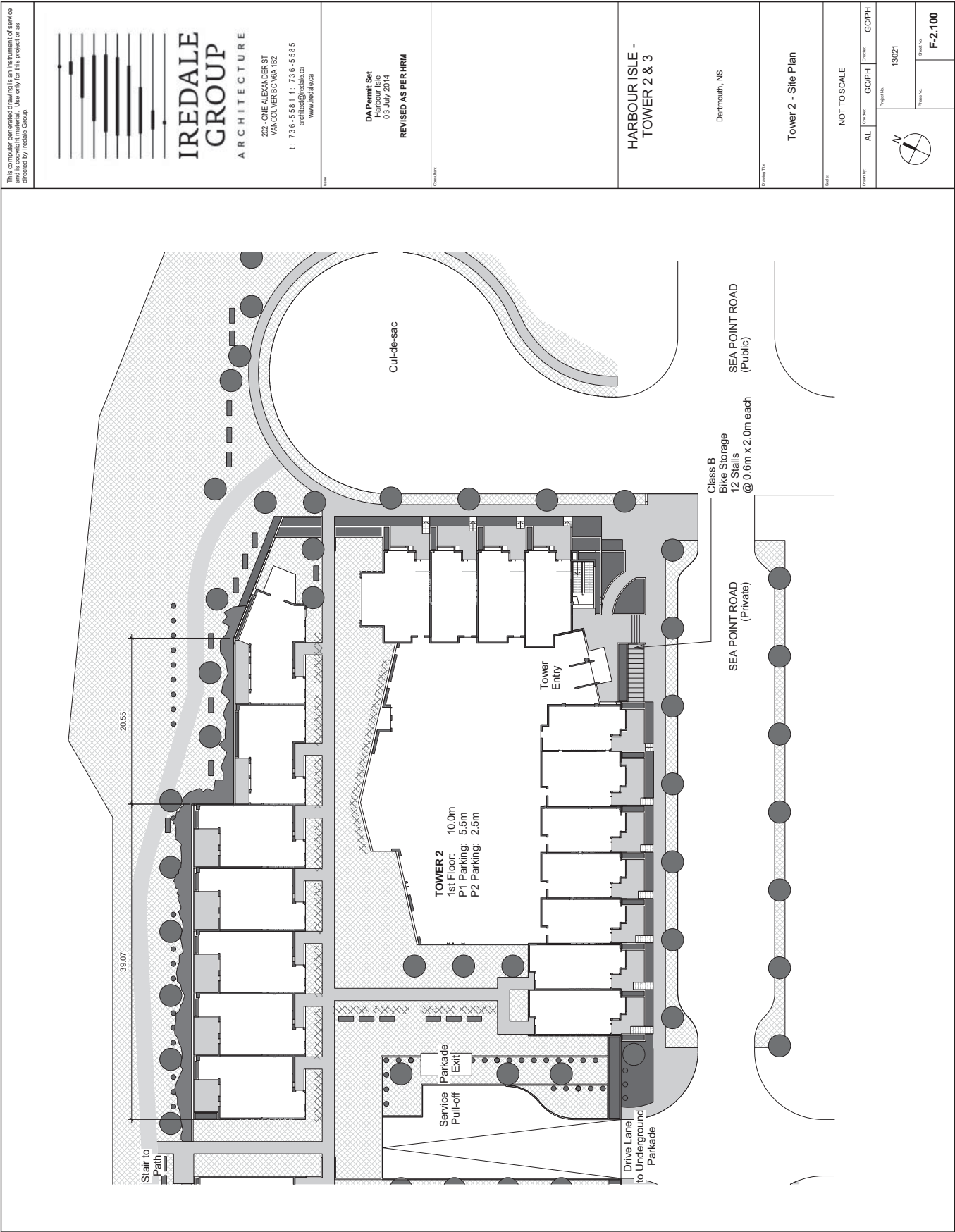
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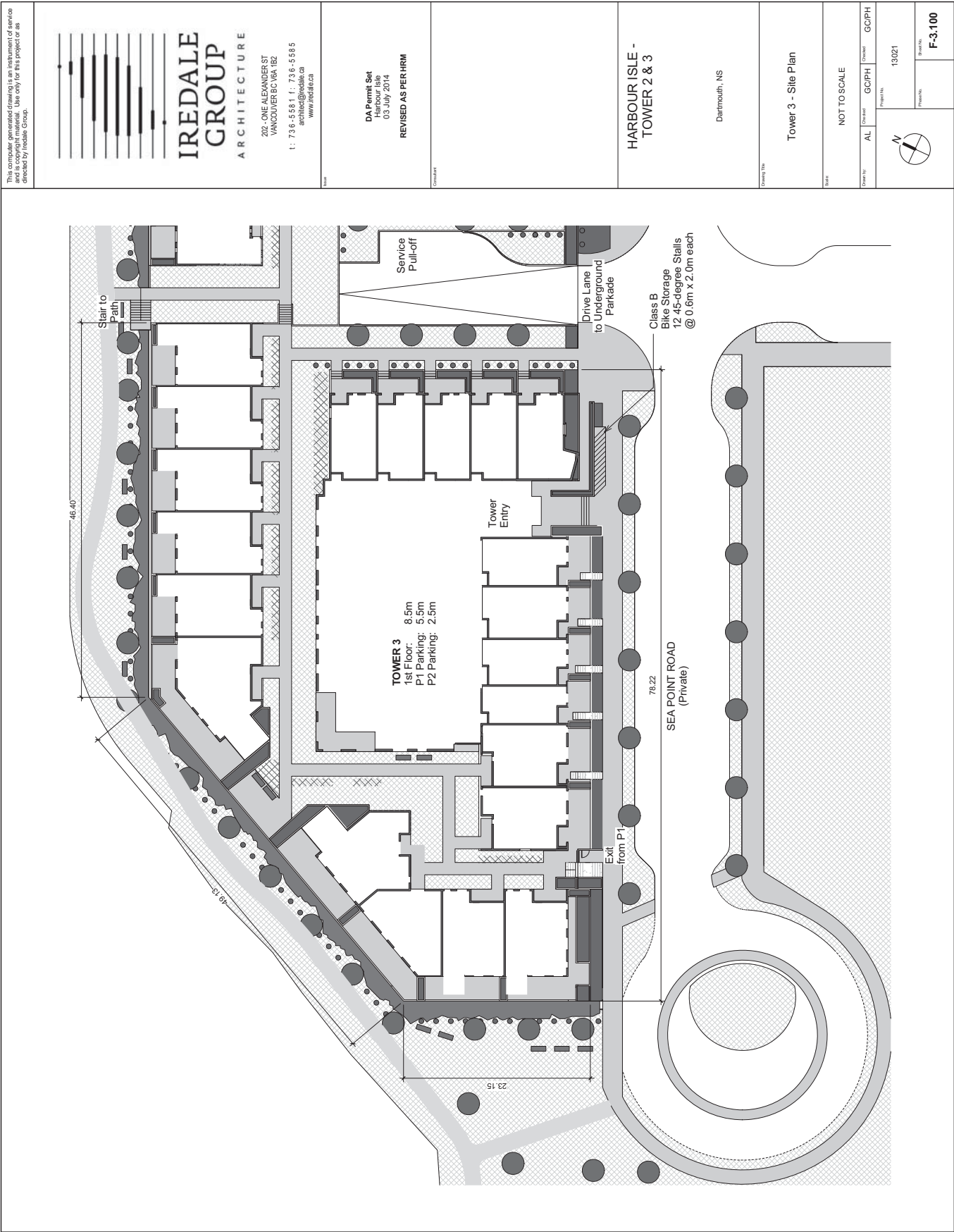
<p>1) THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES BEFORE PROCEEDING.</p> <p>2) DO NOT SCALE FROM DRAWINGS.</p> <p>3) DRAWING REPRESENTATIONS ARE NOT TO BE USED FOR CONSTRUCTION OF STRUCTURES, EXCEPT FOR THE DIMENSIONS INDICATED THEREON.</p> <p>4) CHANGES FROM THESE PLANS &amp; SPECIFICATIONS SHALL BE MADE BY WRITING &amp; APPROVED IN THE PRESENCE OF THE OWNER, ARCHITECT, ENGINEER, &amp; CONTRACTOR.</p> <p>5) ONLY THESE PLANS, SPECIFICATIONS, AND CONDITIONS ARE TO BE USED FOR CONSTRUCTION. ANY OTHER CHANGES, ADDITIONS, OR DELETIONS SHALL BE MADE BY WRITING &amp; APPROVED IN THE PRESENCE OF THE OWNER, ARCHITECT, ENGINEER, &amp; CONTRACTOR.</p> <p>6) THESE DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THE SPECIFICATIONS.</p>	<p>Paul Sterry Architects Ltd.  <b>ARCHITECTS</b>          1000 WEST 10TH AVENUE, SUITE 100          VANCOUVER, BC V6H 3G9          PHONE: 604-481-1401          FAX: 604-481-1779          EMAIL: paul@sterryarchitects.com</p>	<p>PAUL F. STERRY          ARCHITECT</p>	<p>1) Revised type area: West City Bldg (1/17/17)</p> <p>2) Revised unit area:</p> <p>3) _____</p> <p>4) _____</p> <p>5) _____</p> <p>6) _____</p> <p>7) _____</p> <p>8) _____</p> <p>9) _____</p> <p>10) _____</p> <p>11) _____</p> <p>12) _____</p> <p>13) _____</p> <p>14) _____</p> <p>15) _____</p> <p>16) _____</p> <p>17) _____</p> <p>18) _____</p> <p>19) _____</p> <p>20) _____</p> <p>21) _____</p> <p>22) _____</p> <p>23) _____</p> <p>24) _____</p> <p>25) _____</p> <p>26) _____</p> <p>27) _____</p> <p>28) _____</p> <p>29) _____</p> <p>30) _____</p> <p>31) _____</p> <p>32) _____</p> <p>33) _____</p> <p>34) _____</p> <p>35) _____</p> <p>36) _____</p> <p>37) _____</p> <p>38) _____</p> <p>39) _____</p> <p>40) _____</p> <p>41) _____</p> <p>42) _____</p> <p>43) _____</p> <p>44) _____</p> <p>45) _____</p> <p>46) _____</p> <p>47) _____</p> <p>48) _____</p> <p>49) _____</p> <p>50) _____</p> <p>51) _____</p> <p>52) _____</p> <p>53) _____</p> <p>54) _____</p> <p>55) _____</p> <p>56) _____</p> <p>57) _____</p> <p>58) _____</p> <p>59) _____</p> <p>60) _____</p> <p>61) _____</p> <p>62) _____</p> <p>63) _____</p> <p>64) _____</p> <p>65) _____</p> <p>66) _____</p> <p>67) _____</p> <p>68) _____</p> <p>69) _____</p> <p>70) _____</p> <p>71) _____</p> <p>72) _____</p> <p>73) _____</p> <p>74) _____</p> <p>75) _____</p> <p>76) _____</p> <p>77) _____</p> <p>78) _____</p> <p>79) _____</p> <p>80) _____</p> <p>81) _____</p> <p>82) _____</p> <p>83) _____</p> <p>84) _____</p> <p>85) _____</p> <p>86) _____</p> <p>87) _____</p> <p>88) _____</p> <p>89) _____</p> <p>90) _____</p> <p>91) _____</p> <p>92) _____</p> <p>93) _____</p> <p>94) _____</p> <p>95) _____</p> <p>96) _____</p> <p>97) _____</p> <p>98) _____</p> <p>99) _____</p> <p>100) _____</p>
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Case 18809 Schedule B2 Site Plan Building 2

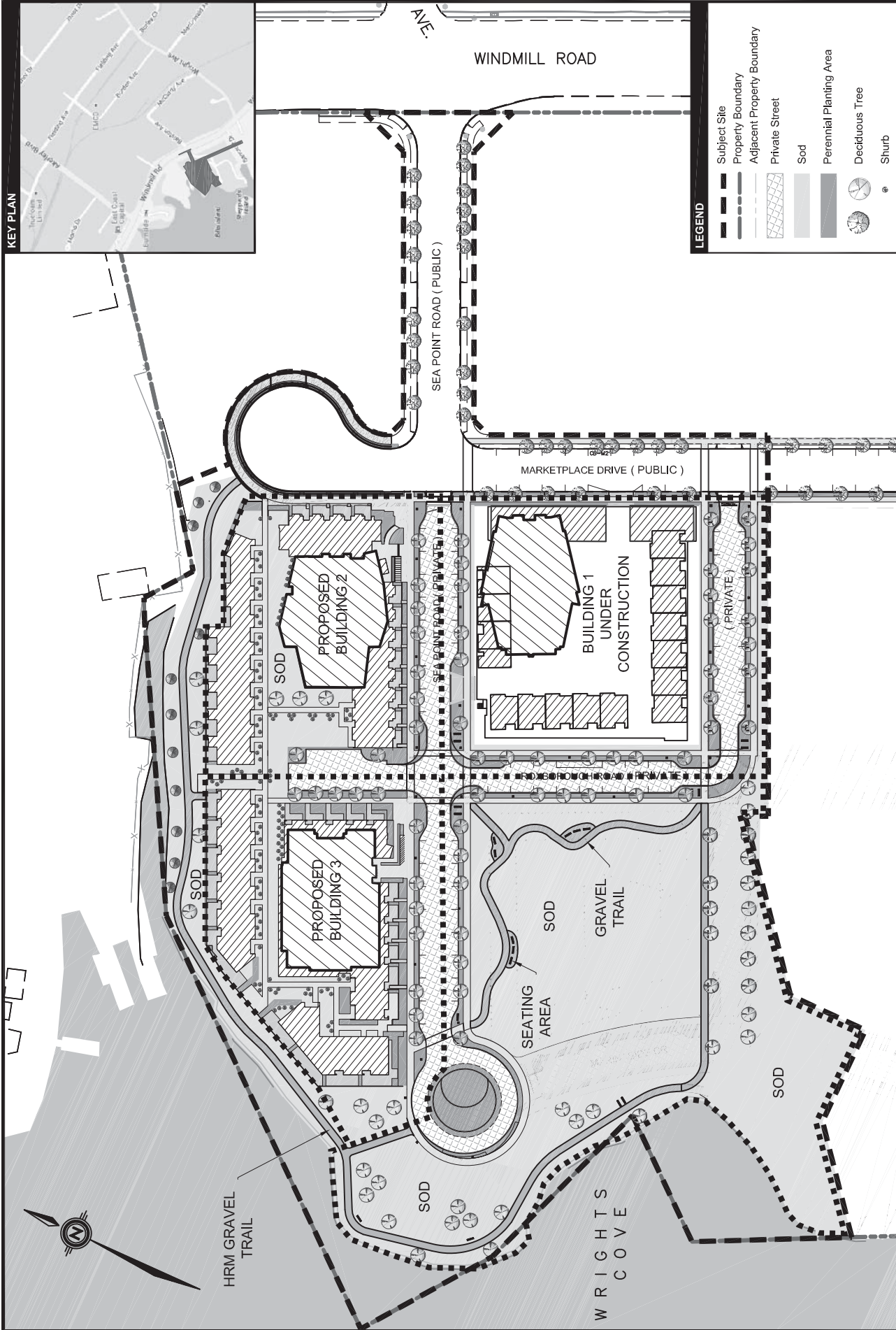


Case 18809 Schedule B3 Site Plan Building 3

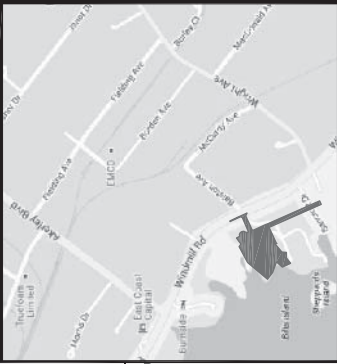


# Case 18809 Schedule C Comprehensive Landscape Plan

FILE: K:\DARTMOUTH\2012\121-26850-SCHEDULES.DWG SHW: SCHEDULE C5



KEY PLAN



- LEGEND**
- Subject Site
  - Property Boundary
  - Adjacent Property Boundary
  - Private Street
  - Sod
  - Perennial Planting Area
  - Deciduous Tree
  - Shrub

SCALE: 1:1500 METRIC



SHEET: -

DATE: 03-JUL-2014

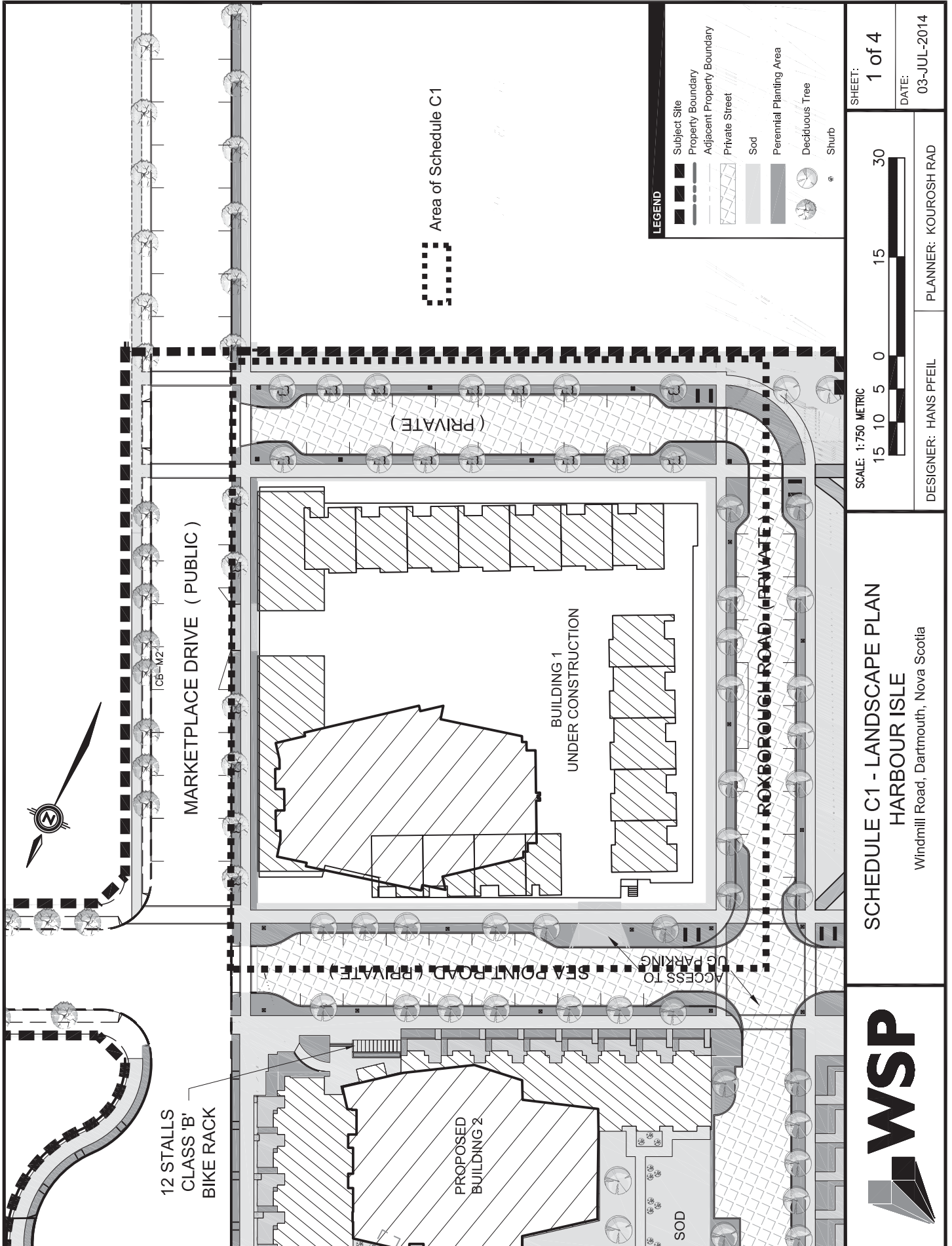
**SCHEDULE C - LANDSCAPE PLAN**  
**HARBOUR ISLE**  
 Windmill Road, Dartmouth, Nova Scotia

DESIGNER: HANS PFEIL

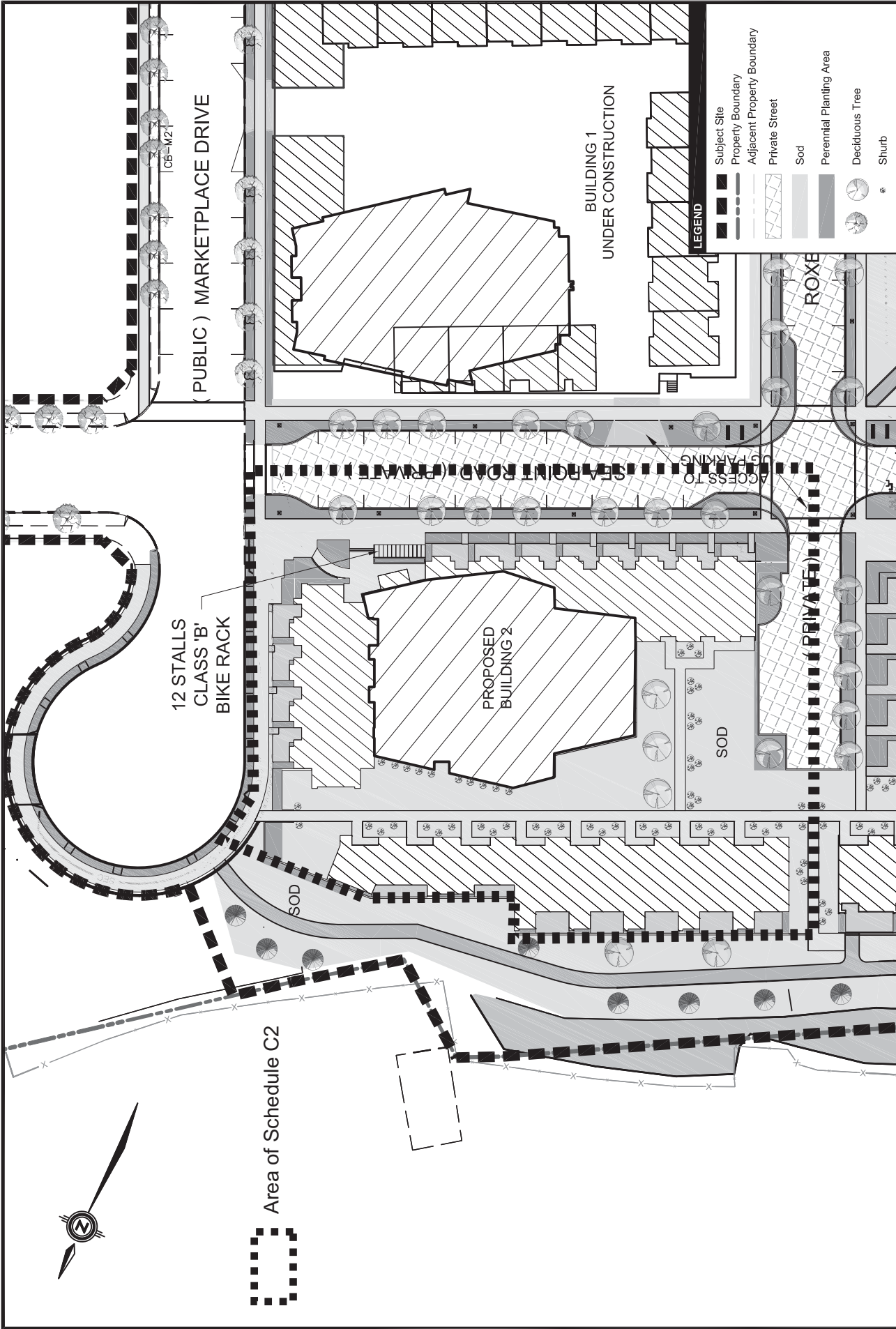
PLANNER: KOUROSH RAD








FILE: K:\DARTMOUTH\2012\121-26850 WINDMILL ROAD\11\_DWG\11\_1\_CONCEPT\_PLANS\121-26850-SCHEDULES.DWG SHEET: SCHEDULE C2





**SCHEDULE C2 - LANDSCAPE PLAN**  
**HARBOUR ISLE**  
Windmill Road, Dartmouth, Nova Scotia

DESIGNER: HANS PFEIL

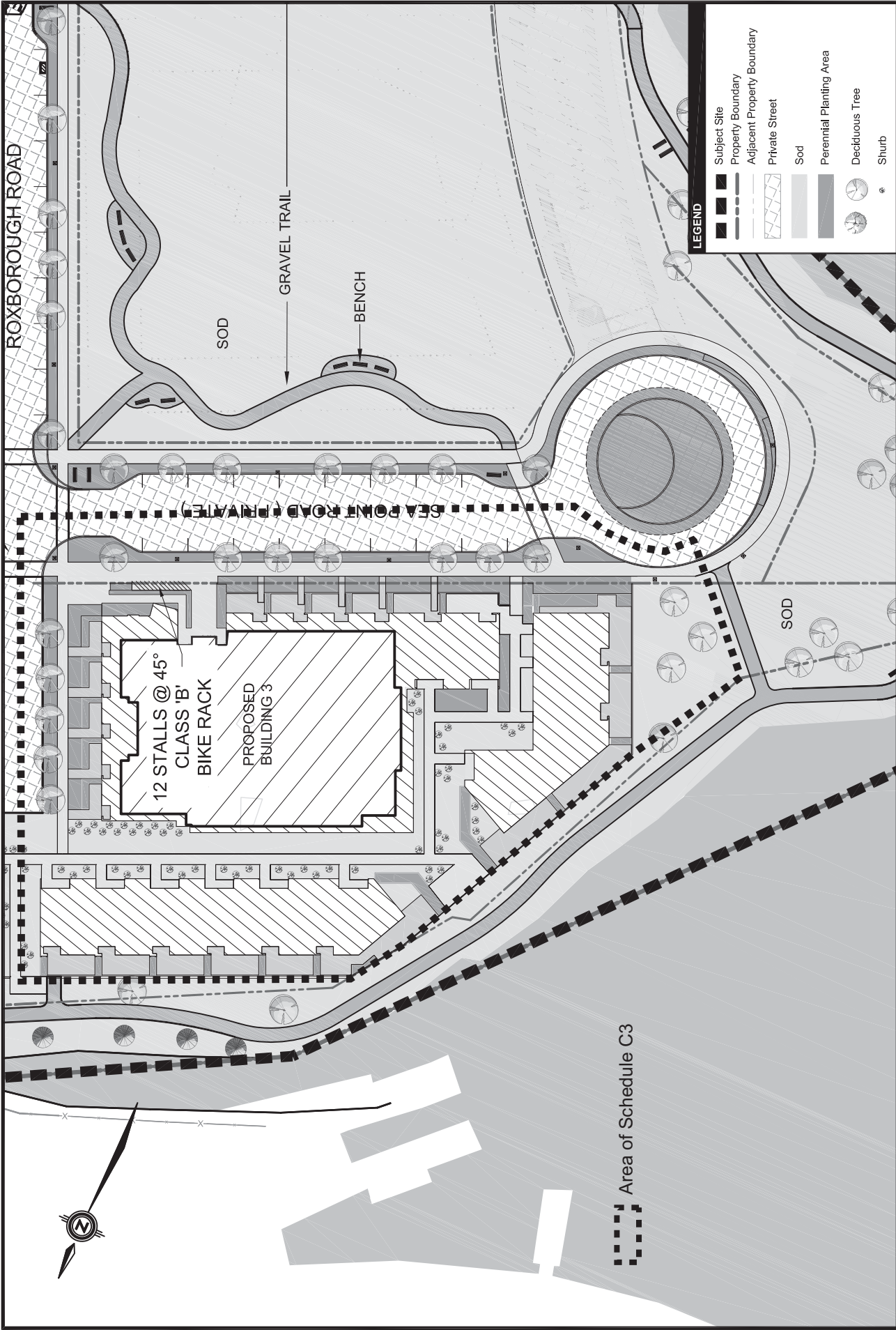
PLANNER: KOUROSH RAD

SCALE: 1:750 METRIC  
15 10 5 0 15 30

SHEET: 2 of 4  
DATE: 03-JUL-2014



FILE: K:\PARTMOUTH\2012\121-26850 WINDMILL ROAD\11\_DWG\11\_1\_CONCEPT\_PLANS\121-26850-SCHEDULE C3\_ScheduleC3.dwg





**SCHEDULE C3 - LANDSCAPE PLAN :**  
**HARBOUR ISLE**  
Windmill Road, Dartmouth, Nova Scotia

DESIGNER: HANS PFEIL

PLANNER: KOUROSH RAD

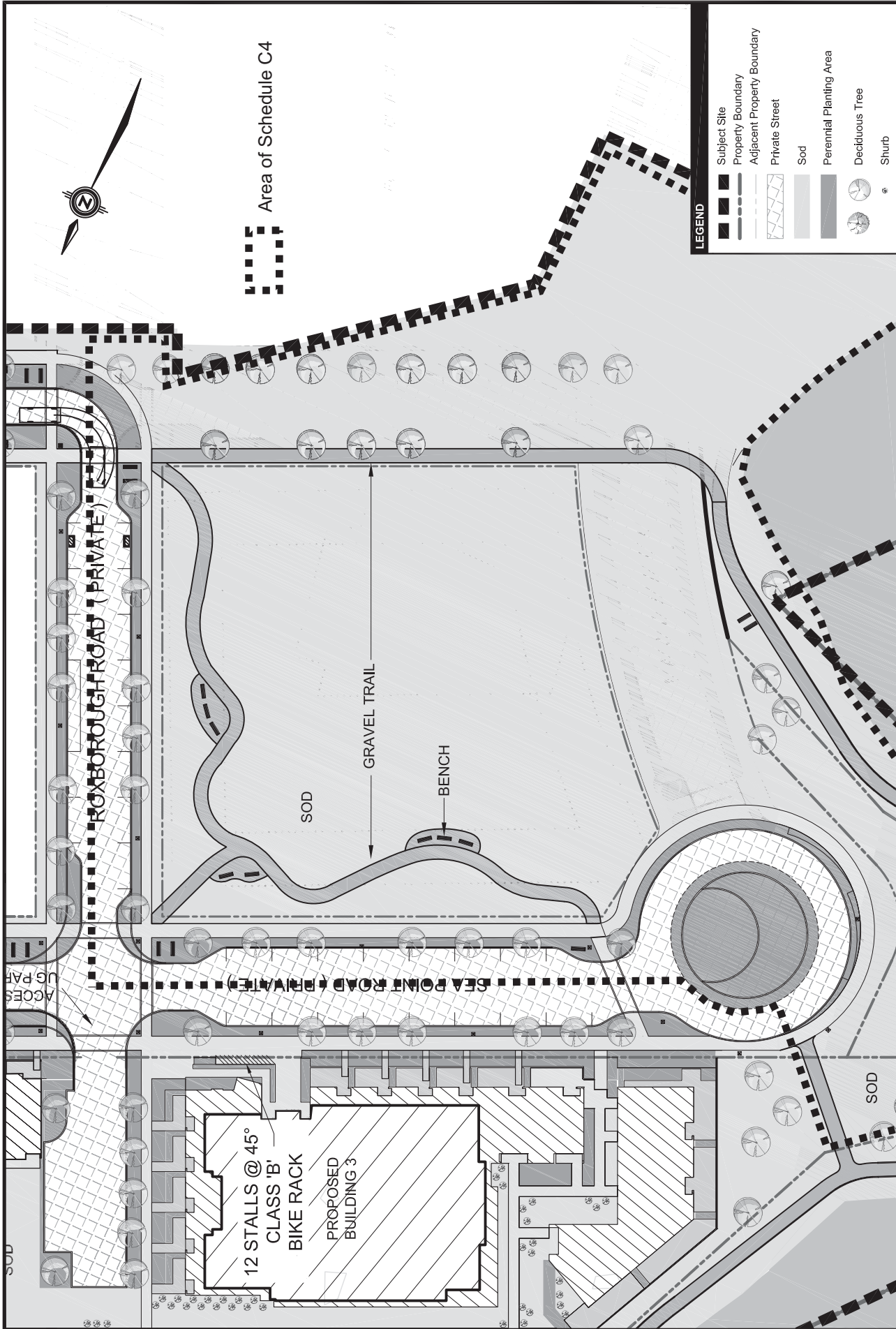
SHEET: 3 of 4

DATE: 03-JUL-2014



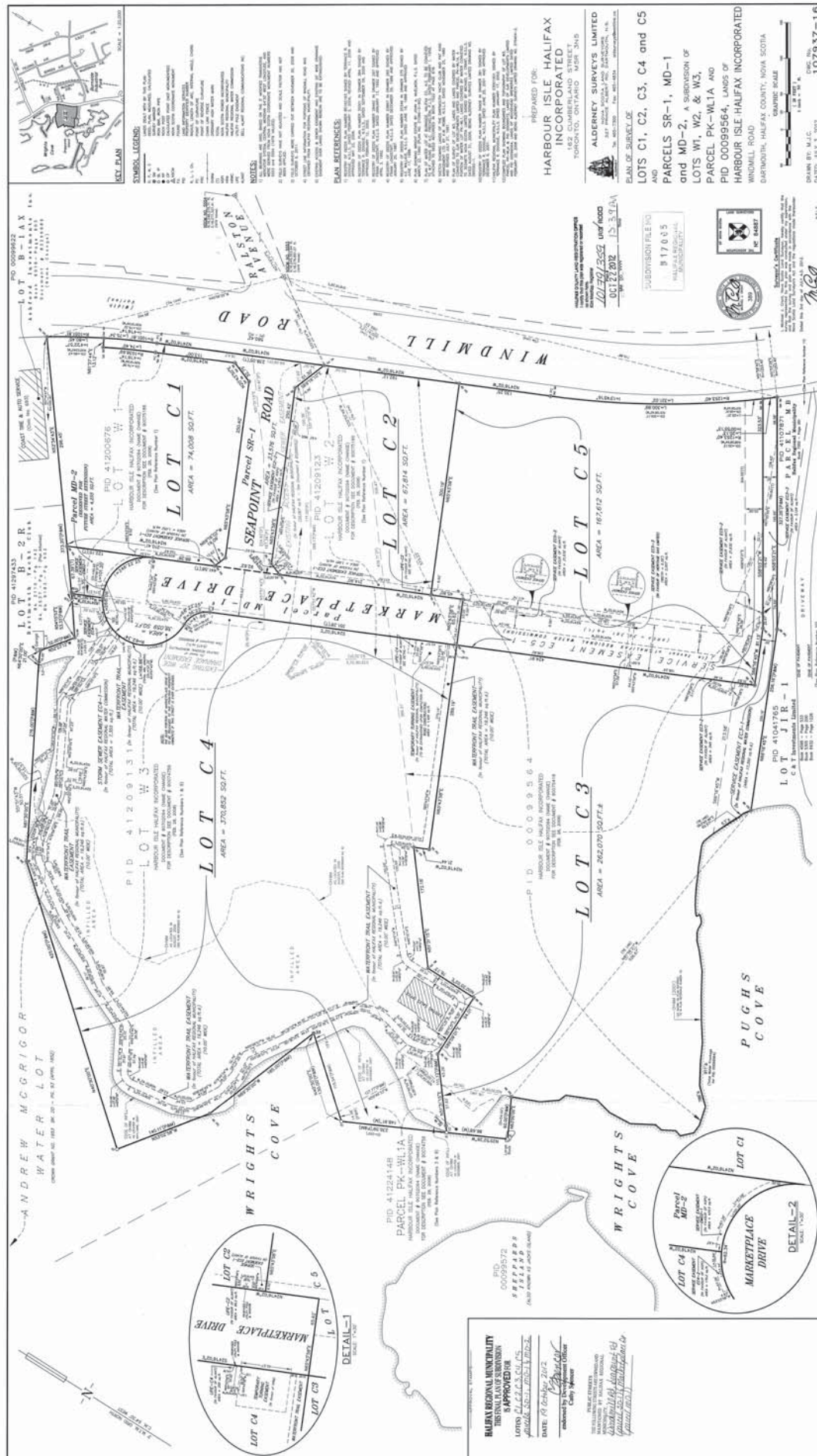
# Case 18809 Schedule C4 Landscape Plans

FILE: K:\DARTMOUTH\2012\121-26850 WINDMILL ROAD\11\_DWG\11\_1\_CONCEPT\_PLANS\121-26850-SCHEDULES.DWG SHEET: SCHEDULE C4



<p><b>SCHEDULE C4 - LANDSCAPE PLAN</b></p> <p><b>HARBOUR ISLE</b></p> <p>Windmill Road, Dartmouth, Nova Scotia</p>		<p>SHEET: 4 of 4</p> <p>DATE: 03-JUL-2014</p>
<p>DESIGNER: HANS PFEIL</p>	<p>PLANNER: KOUROSH RAD</p>	<p>SCALE: 1:750 METRIC</p> <p>15 10 5 0 15 30</p>











## Case 18809 Schedule E2 Parking Plan Building 3

[illegible]

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STATISTICS	
TOWER 3	
Ground floor Townhomes	12
Ground floor Studios	9
Tower Units	84
<b>TOTAL</b>	<b>105</b>

PARKING	
TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
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TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

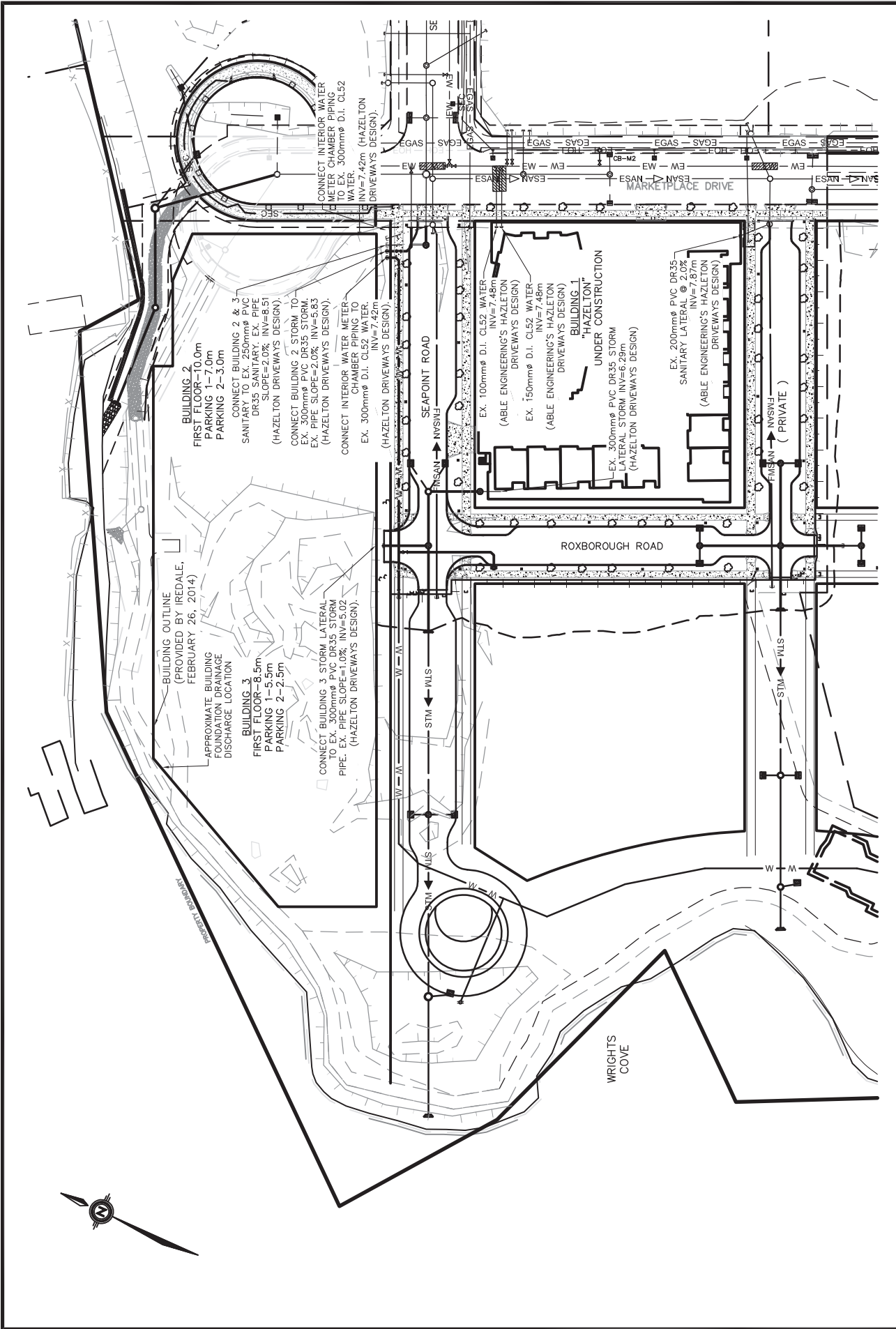
TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

TOWER 3	
Level P1	1275
Level P2	103
Total	178
<b>SPACES PER UNIT</b>	<b>1.70</b>

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TOWER 3	
Level P1	127







# HARBOUR ISLE

## PRELIMINARY SERVICING PLAN

Windmill Road, Dartmouth, Nova Scotia

SCALE: 1:1250 METRIC



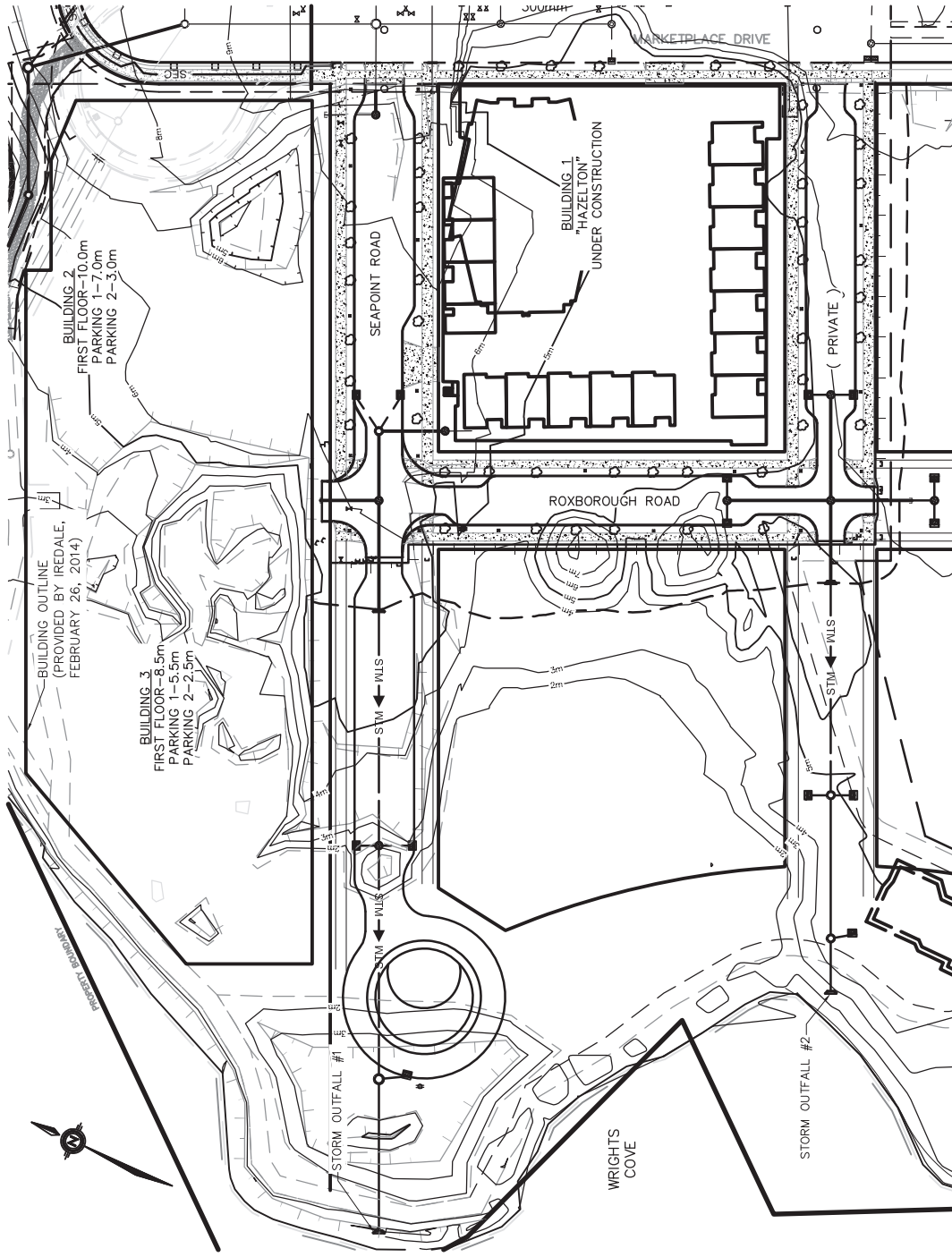
DESIGNED BY: A. MCCARTHY  
DRAWN BY: A. MCCARTHY  
CHECKED BY: N. FOUGERE

SHEET: 1 of 2

DATE: 03-JUL-2014

# Case 18809 Schedule F1 Stormwater Management Plan

FILE: K:\PARTMOUTH\2012\121-26850 WINDMILL ROAD\11\_DWG\11.4\_C\11.4.2\_PRODUCTION\_P\RAWINGS\PHASE 1\121-26850 - PHASE 1.DWG SHEET:SDP



## PRELIMINARY STORM DRAINAGE CRITERIA -

### SCS METHOD

#### PRE-DEVELOPMENT FLOWS:

- BUILDING 1 (UNDER CONSTRUCTION):  
5-YEAR = 77 L/s; 100-YEAR = 135 L/s
- PROPOSED BUILDING 2 & 3:  
5-YEAR = 153 L/s; 100-YEAR = 265 L/s
- PROPOSED PHASE 1 SITE (2.38 HECTARES):  
5-YEAR = 424 L/s; 100-YEAR = 737 L/s

#### POST-DEVELOPMENT FLOWS:

- BUILDING 1 (UNDER CONSTRUCTION):  
5-YEAR = 89 L/s; 100-YEAR = 141 L/s
- PROPOSED BUILDING 2 & 3:  
5-YEAR = 175 L/s; 100-YEAR = 278 L/s  
BUILDING 2: 5-YEAR = 86 L/s  
BUILDING 3: 5-YEAR = 88 L/s
- PROPOSED PHASE 1 SITE (2.38 HECTARES):  
5-YEAR = 486 L/s; 100-YEAR = 772 L/s
- STORM OUTFALL #1:  
5-YEAR = 338 L/s
- STORM OUTFALL #2:  
5-YEAR = 270 L/s

NOTE:  
Synthetic Design Storm based on Halifax Meteorological data.  
10yr = 15.1mm (24hr); 100yr = 24.1mm (24hr)



## HARBOUR ISLE PRELIMINARY STORM DRAINAGE PLAN

Windmill Road, Dartmouth, Nova Scotia

SCALE: 1:1250 METRIC



SHEET:  
1 of 1

DATE:  
03-JUL-2014

DESIGNED BY: A. MCCARTHY  
DRAWN BY: A. MCCARTHY  
CHECKED BY: N. FOUGERE

FILE: K:\DARTMOUTH\2012\21-26850 WINDMILL ROAD\11 - DWG\11.4 - CIVIL\11.4.2 - PRODUCTION\_DRAWINGS\PHASE 11\21-26850 - PHASE 1.DWG Sheet:ESCP



Figure 1 is a cross-sectional diagram of a composite fence system. The diagram shows a central core of 'LOW POINT IN GROUND' material, which is 'FENCE TO BE REMOVED IN MOBILE (UP DAM)'. This core is surrounded by a '250mm CLEAR STONE COMPLETE WITH FILTER FABRIC BARRIER'. The total width of the stone barrier is 300mm. The stone core itself is 250mm wide. The entire assembly is shown within a 3.0m vertical dimension.



CHECKED BY: \_\_\_\_\_

50

DATE: 03-JUL-2014

**Paul Skerry Associates Ltd**  
**ARCHITECTS**  
5514 LIVINGSTONE PLACE  
HALIFAX N.S. B3K 2B8

1) THE CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS ON SITE & REPORTING ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING.

2) DO NOT SCALE FROM DIMENSIONS USED FOR ANY DIMENSIONS.

3) DRAWINGS REPRESENT ANYTHING HAVE IN VEHICLE WILL BEAT SCALED & SCHEDULES IN THE DIMENSIONS.

4) DIMENSIONS FROM THE PLANS & SPECS MUST BE USED TO SCALE THE DIMENSIONS. ONLY THOSE DIMENSIONS WERE APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION.

5) OTHER DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE SPECS.

[illegible]

Elevations Tower Front

Scale	3/32" = 1'-0"
Date	Dec.04/11
Drawn by	Author
Checked by	Checker



**Paul Skerry Associates Ltd**  
**ARCHITECTS**  
5514 LIVINGSTONE PLACE  
HALIFAX N.S. B3K 2B8

**PAUL SKERRY ASSOCIATES**  
5514 Livingstone Place  
Hallifax, Nova Scotia B3K 2B9  
ph: 902-455-4361  
fax: 902-455-7778  
email: drawing@pskerry.ca

- 1) THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL DIMENSIONS ON SITE, THE ARCHITECT BEING PROVIDED WITH THE ARCHITECT BEFORE PROCEEDING TO THE DIMENSIONS.
- 2) DO NOT SCALE FROM DIMENSIONS USED FOR THE DIMENSIONS.
- 3) DRAWING REPRESENTATION HAVE IN WHICH WE WILL ALSO SPECIFY THE DIMENSIONS, SCHEDULES AND OVERLAYS IN THE DIMENSIONS.
- 4) CHANGES FROM THE PLANS AND SPECS MUST BE MADE TO THE DIMENSIONS. THE ARCHITECT'S OWNER BEFORE PROCEEDING TO THE DIMENSIONS.
- 5) ONLY THOSE DRAWINGS MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION.
- 6) OTHER DRAWINGS ARE TO BE USED IN CONSTRUCTION OF THE SPECS.

[illegible]

HARBOUR ISLE PHASE  
1 TOWER  
WATER FRONT LOT  
WINDMILL RD.  
(BURNSIDE)  
DARTMOUTH, NS

Scale	3.82* = 1-0
Date	Dec 04/1
Drawn by	Author
Checked by	Checker
	- - -
Project number	287

**PS ARCHITECTS**  
Paul Skerry Associates Ltd  
5514 LIVINGSTONE PLACE  
HALIFAX N.S. B3K 2B9

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5514 Livingstone Place  
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fax: 902-455-7778  
email: drawing@pskerry.ca

[illegible][illegible]

HARBOUR ISLE PHASE  
1 TOWER  
WATER FRONT LOT  
WINDMILL RD.  
(BURNSIDE)  
DARTMOUTH, NS

Scale	3/32" = 1'-0"
Date	Dec.04/12
Drawn by	Autron
Checked by	Checker
Project number	2874



**Paul Skerry Associates Ltd**  
**ARCHITECTS**  
5514 LIVINGSTONE PLACE  
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fax: 902-455-7778  
email: [drawing@pskerry.ca](mailto:drawing@pskerry.ca)

1) THE CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS ON SITE & ARCHITECT BEFORE PROCEEDING

2) DO NOT SCALE FROM DIMENSIONS USED FOR OTHER DIMENSIONS

3) DRAWING REPRESENTATIONS HAVE IN VARIANCE WITH SETTED SPECS & SCHEDULES IN WHICH CASE SPECS & SCHEDULES OVERRIDE

4) DIMENSIONS FROM THE PLAN & SECTIONS, MUST BE USED TO DETERMINE THE VERTICAL DIMENSIONS TO ANYTHING APPROVED BY THE ARCHITECT & OWNER BEFORE PROCEEDING

5) ONLY THOSE DIMENSIONS MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION

6) OTHER DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE SPECS.

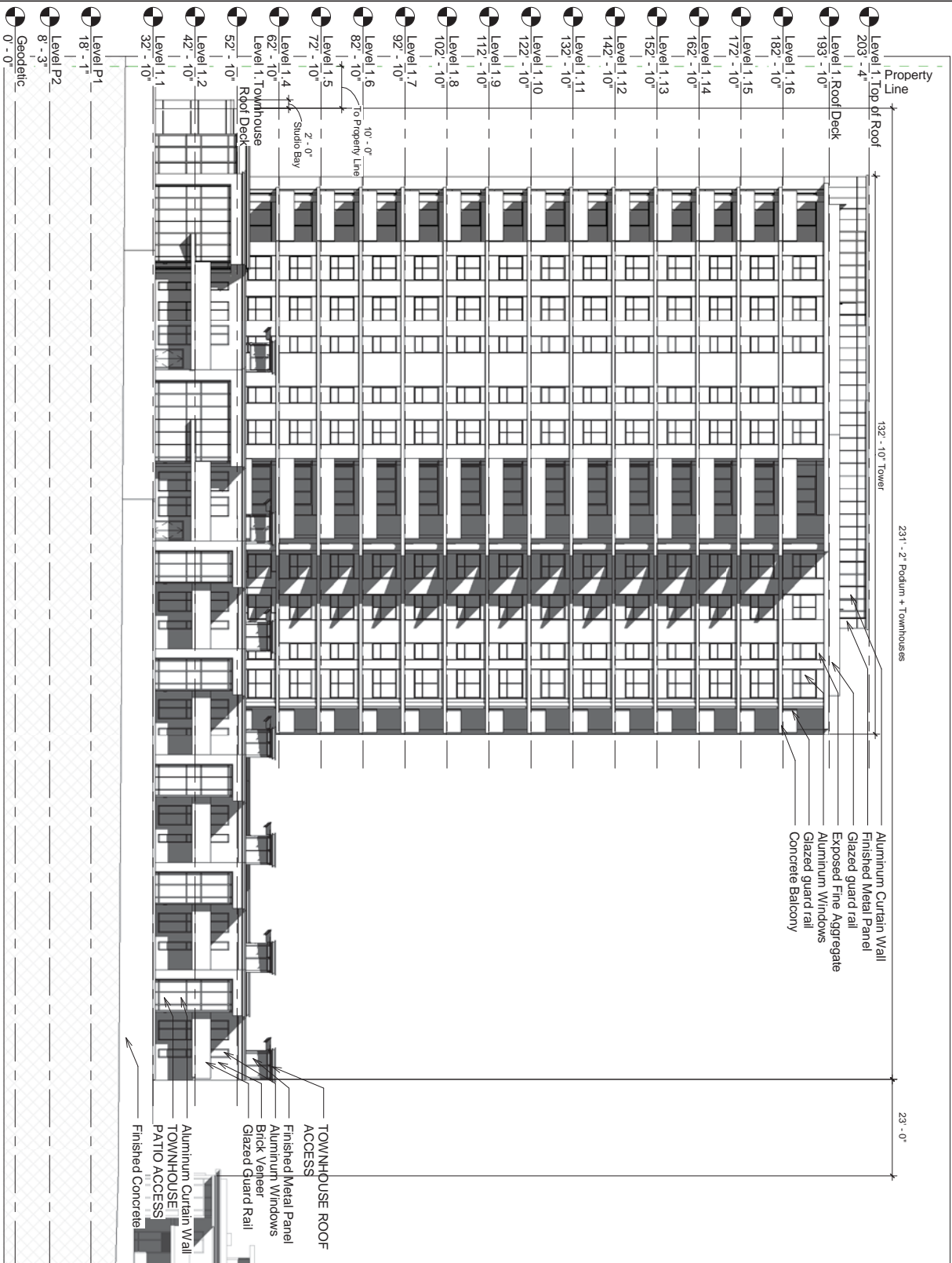
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HARBOUR ISLE PHASE  
1 TOWER  
WATER FRONT LOT  
WINDMILL RD.  
(BURNSIDE)  
DARTMOUTH, NS

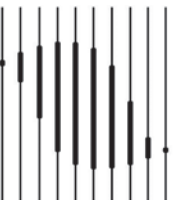
Elevations Building  
End Commercial

① Building End Commercial  
3/32" = 1'0"

## Case 18809 Schedule H Building 2 Elevation Plan



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architect@redlie.ca  
www.redlie.ca

**DA Permit Set**  
Harbour Isle  
02 April 2014  
**REVISED AS PER HRM**

HARBOUR ISLE -  
TOWER 2 & 3

Dartmouth, NS

Tower 2 - North Elevation

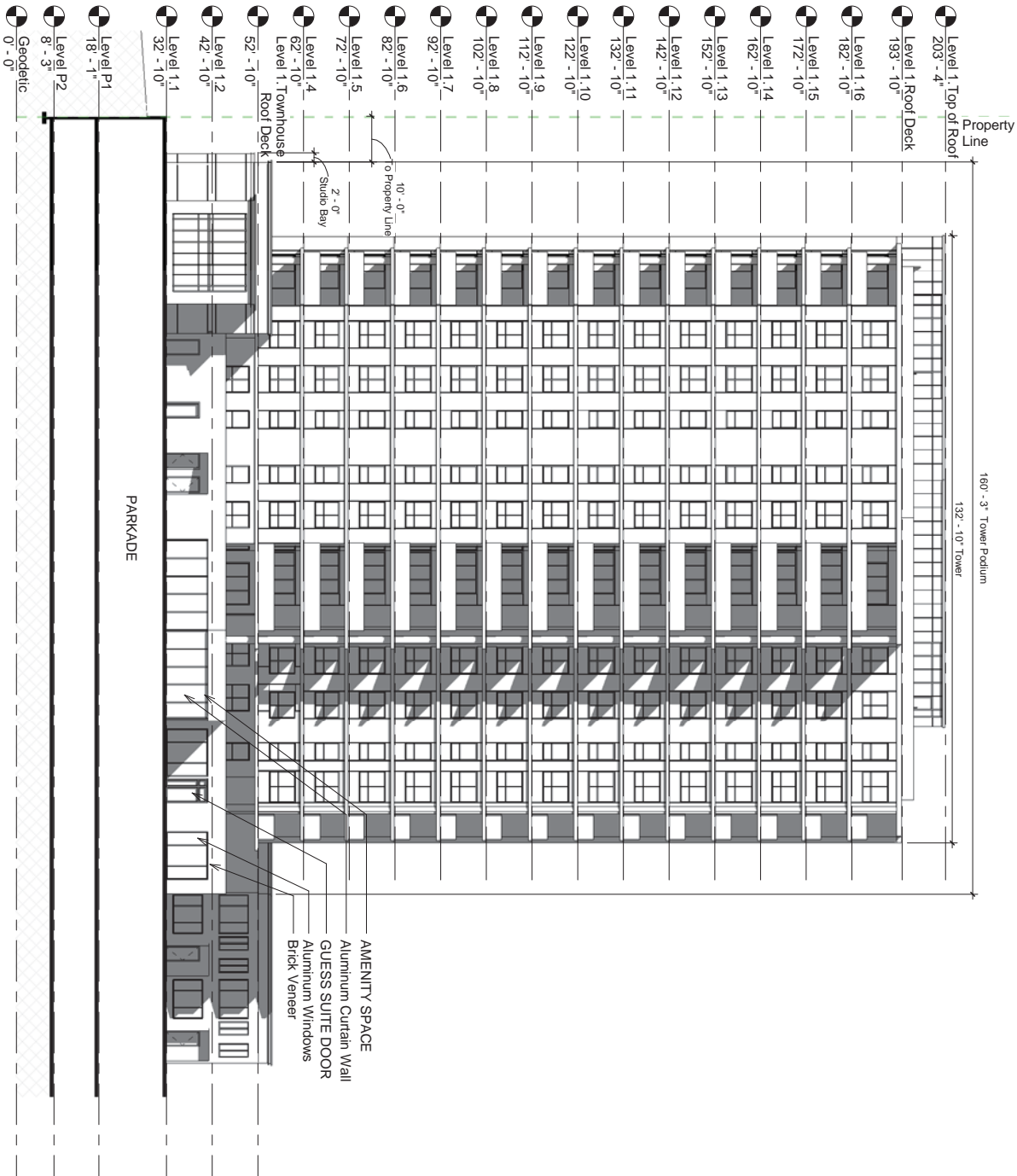
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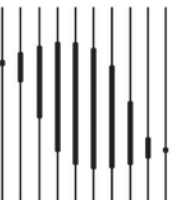
13021

F-2.201

## Case 18809 Schedule H1 Building 2 Elevation Plan



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 ARCHITECTURE

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architect@iredale.ca  
www.iredale.ca

DA Permit Set  
Harbour Isle  
02 April 2014  
REVISED AS PER HRM

HARBOUR ISLE -  
TOWER 2 & 3

Dartmouth, NS

Tower 2 - North Elevation (Podium)

NOT TO SCALE

AL	Cholesterol	GC/PH	C Haddock
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13021

F-2.202

Architectural elevation drawing of a building facade. The drawing shows a multi-story building with a grid of windows. Key features include a 'MAIN ENTRANCE TOWER 1' on the left, a 'STUDIO FRONT DOOR' on the right, and various material callouts like 'Aluminum Curtain Wall', 'Finished Metal Panel', 'Exposed Fine Aggregate', 'Aluminum Windows', 'Glazed guard rail', and 'Concrete Balcony'. Dimensions are provided for the building's width (231' - 2" Podium + Townhouse, 132' - 10" Tower) and height (Level 1.1 to Level 1.16). A 'Property Line' is indicated at the bottom.

F-2.203

This architectural elevation drawing illustrates the facade of a building, detailing its vertical structure and material composition. The drawing is oriented with the building's front on the left and the back on the right. Key features include:

- Dimensions:** The overall width of the building is 173'-10". Specific sections are dimensioned as 43'-6" (Townhouse (inc Solarium)), 108'-2" (Tower Podium), and 101'-6" (Tower).
- Materials and Finishes:** The facade features a variety of materials including Finished Metal Panel, Aluminum Curtain Wall, Glazed guard rail, Exposed Fine Aggregate, Aluminum Windows, Glazed guard rail, Concrete Balcony, TOWNHOUSE PATIO ACCESS, Aluminum Curtain Wall, TOWNHOUSE ROOF ACCESS, Finished Metal Panel, Brick Veneer, Finish Concrete Feature Amently Glazing Wall, and Brick Veneer.
- Levels and Elevation:** The building's vertical structure is defined by levels ranging from Level 1 (Top of Roof) at 203'-4" down to Level 1.16 at 182'-10". Below these are levels 1.15 through 1.10, and then levels 1.9 through 1.1. The ground level is marked as Level 1.1 at 32'-10".
- Property Line:** A dashed line indicates the Property Line, located at the base of the building.
- Other Features:** The drawing includes a PARKADE area on the left, a 10'-0" section labeled "To Property Line", and a 10'-0" section labeled "Brick Veneer".

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DA Permit Set  
Harbour Isle  
02 April 2014  
REVISED AS PER HRM

REVISÉ AS PER HRM

Dartmouth, NS

Tower 2 - West Elevation

NOT TO SCALE

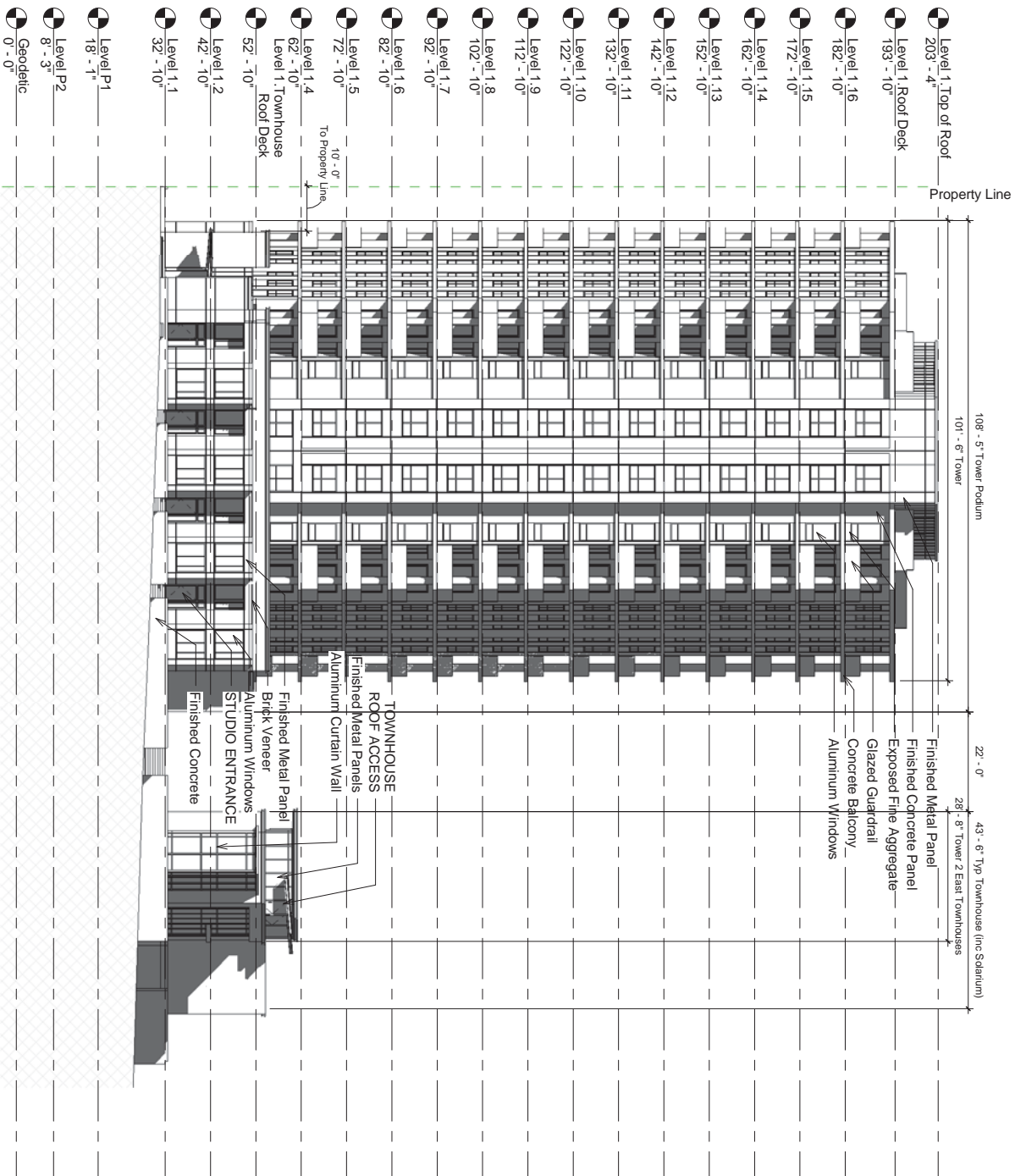
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13021

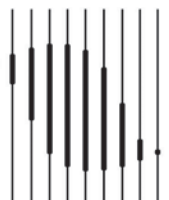
F-2



## Case 18809 Schedule H4 Building 2 Elevation Plan



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02 April 2014  
REVISED AS PER HRM

## Conclusions

Dartmouth, NS

Tower 2 - East Elevation

NOT TO SCALE

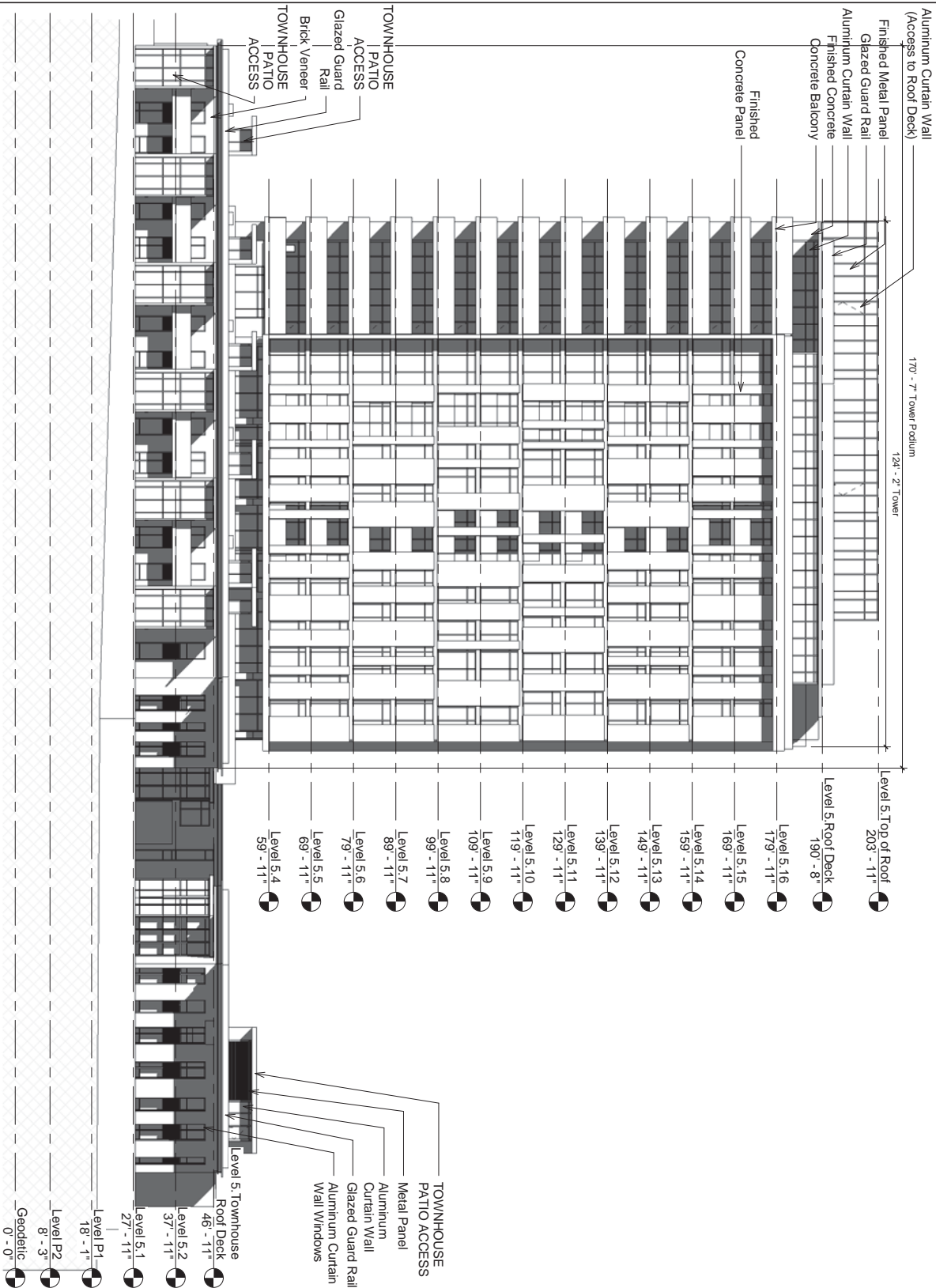
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AL	GC/PH	GC/PH

13021

F-2.205



## Case 18809 Schedule I Building 3 Elevation Plan



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DA Permit Set  
Harbour Isle  
02 April 2014  
REVISED AS PER HRM

HARBOUR ISLE -  
TOWER 2 & 3

Dartmouth, NS

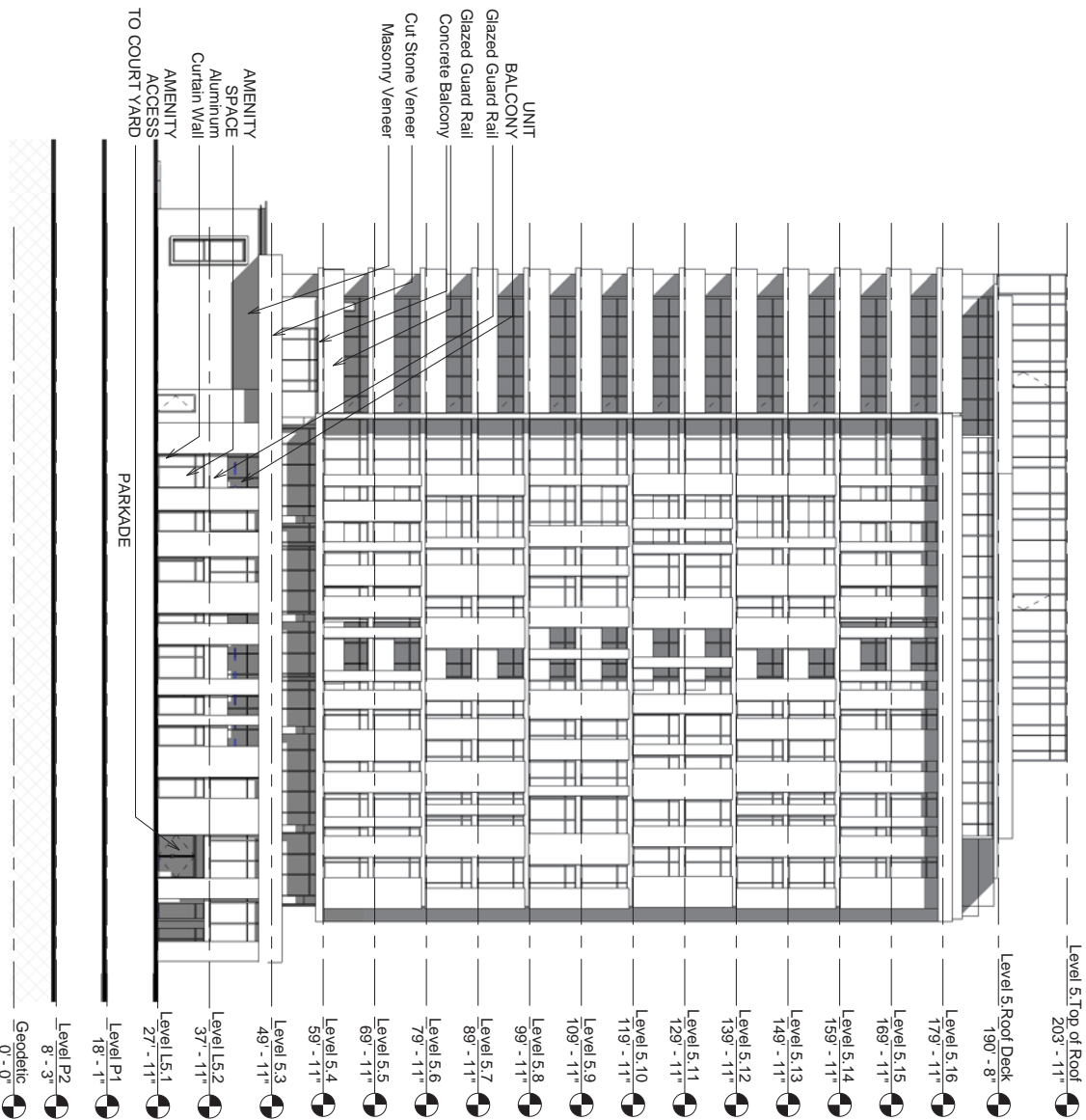
Tower 3 - North Elevation

NOT TO SCALE

Checked	GC/PH	Checked
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HARBOUR ISLE -  
TOWER 2 & 3

Dartmouth, NS

Drawing Title

Tower 3 - North Elevation (Podium)

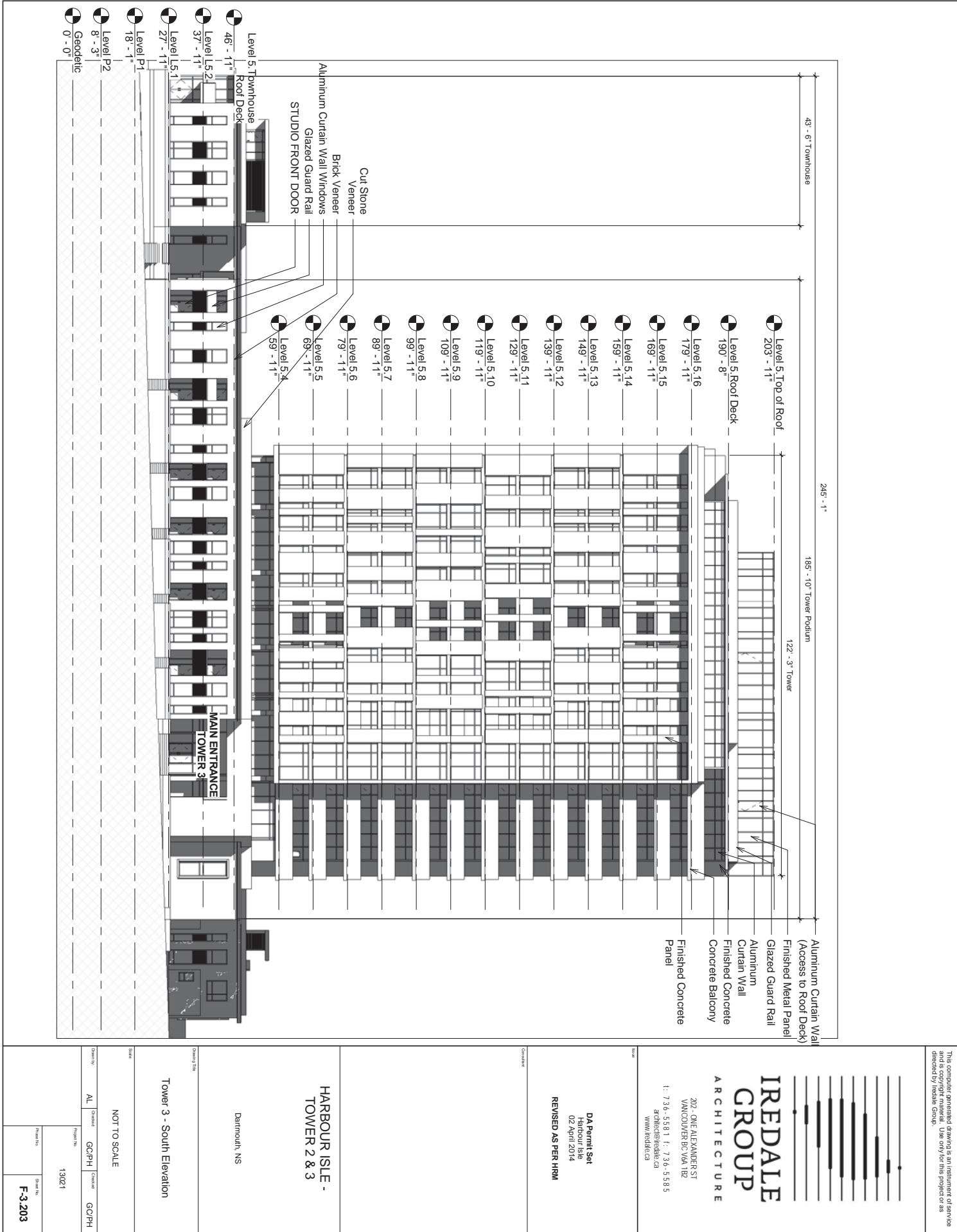
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AI	GC/PH	GC/PH

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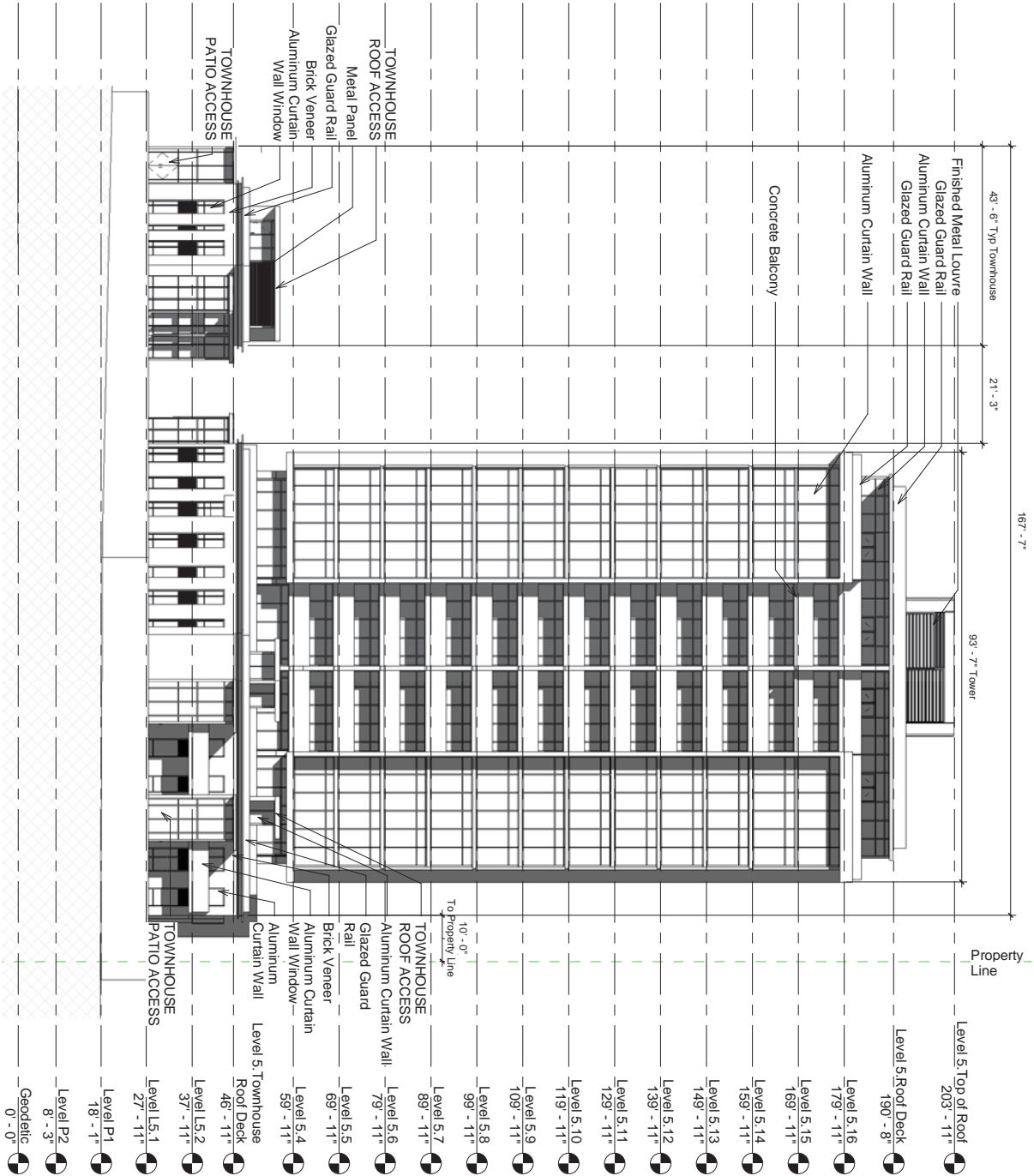
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Case 18809 Schedule I2 Building 3 Elevation Plan




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## Case 18809 Schedule I3 Building 3 Elevation Plan



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The logo for Iredale Group Architecture. It features the company name in a bold, sans-serif font, with "IREDALE" on the top line, "GROUP" on the second line, and "ARCHITECTURE" on the third line. To the right of the text is a graphic element consisting of several horizontal lines of varying lengths, some with small circles at their ends, resembling a stylized staircase or a series of connected points.

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02 April 2014  
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HARBOUR ISLE -  
TOWER 2 & 3

Dartmouth, NS

Tower 3 - West Elevation

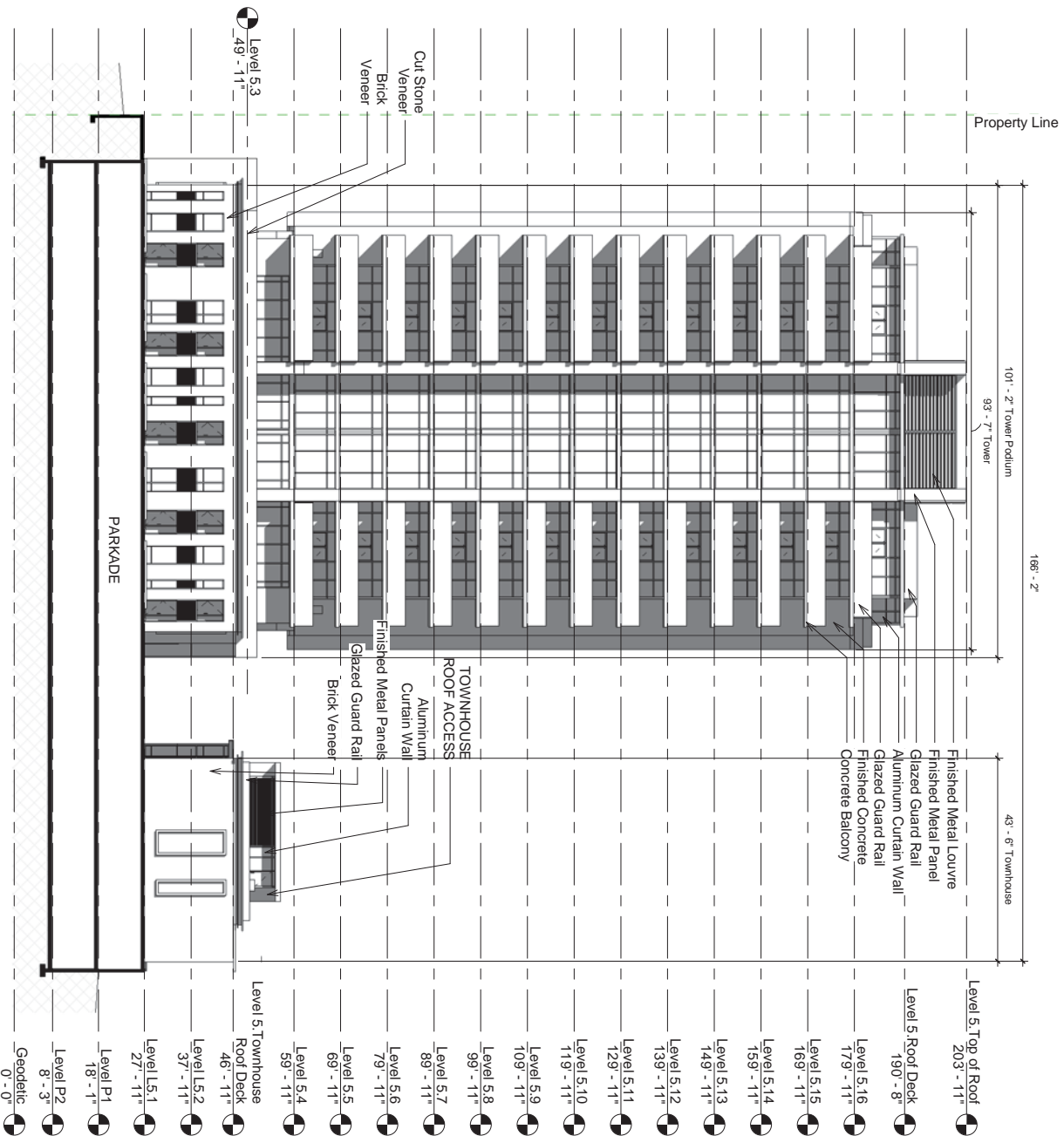
NOT TO SCALE

Drawn by:	Checked	Checked
AL	GC/PH	GC/P

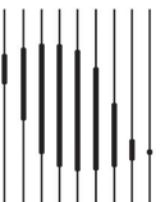
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F-3.204

## Case 18809 Schedule I4 Building 3 Elevation Plan



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Harbour Isle  
02 April 2014  
REVISED AS PER HRM

HARBOUR ISLE -  
TOWER 2 & 3

Dartmouth, NS

Tower 3 - East Elevation

NOT TO SCALE

AL	Checked	GC/PH	Checked	GC/PH
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13021

F-3.205

AND WHEREAS, pursuant to the procedures and requirements contained in the Halifax Regional Municipality Charter, the Harbour East- Marine Drive Community Council of the Municipality approved this request by resolution at a meeting held on **[INSERT - date]**, referenced as Municipal Case Number 18809;



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

That the Lands are hereby discharged from the Existing Agreement.

WITNESS that this Discharging Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**SIGNED, SEALED AND DELIVERED** in the presence of:

\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED** in the presence of:

\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED** in the presence of:

\_\_\_\_\_

=====

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

\_\_\_\_\_

**(Insert Registered Owner Name)**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**(Insert Registered Owner Name)**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**(Insert Registered Owner Name)**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

=====

=  
**HALIFAX REGIONAL MUNICIPALITY**

Per: \_\_\_\_\_

Mayor

Per: \_\_\_\_\_

Municipal Clerk

## Attachment D

### Dartmouth MPS Policy Evaluation

Policy WC-4: 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:

<b>Policy</b>	<b>Comment</b>
<i>(a) no residential development may be located within 300 feet of the Windmill Road right-of-way except that minor variances to this setback may be considered provided that the development viability of the commercial area is not compromised and effective screening, such as fencing or landscaping, is included to serve as a buffer between the commercial and residential developments;</i>	All residential development is located outside of the 300 foot setback to Windmill Road.
<i>(b) no building shall exceed 16 storeys in height;</i>	Building heights for the two new proposed buildings are at 16 storeys. The existing building is 13 storeys in height.
<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>	N/A
<i>(d) measures are taken in the building design of residential, institutional or office uses to mitigate noise;</i>	The buildings are to be constructed of concrete and clad with a precast or masonry veneer and will include thermopane windows with an STC rating that will minimize the impact of noise within the dwelling units.
<i>(e) where applicable, provision is made for the construction of a publicly accessible waterfront trail across the lands;</i>	Developer proposes to construct a publically accessible waterfront trail on the lands. The trail will begin at Windmill Road running to the waterfront and then north along the eastern boundary connecting back to Marketplace Drive.
<i>(f) all development on the lands shall incorporate provisions that mitigate potential damages from coastal flooding and storm-surge events;</i>	The lowest habitable floor elevation of the proposed buildings is located at a minimum height of 8 metres above sea level. This elevation provides reasonable protection in relation to estimated sea level rise since it is more than 2.5 times higher than the 3.1 metre storm surge that was experienced on the property during Hurricane Juan.
<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>	A study has been reviewed by DND through the 2011 Planning process. DND indicated at that time that the results of the study satisfied the need to protect the public and the construction workers at this site and that no further work was required.

<b>Policy</b>	<b>Comment</b>
<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>	N/A
<i>(i) the criteria of policy IP-1(c) and IP-5 for any apartment building development.</i>	See below

**(o) Apartment Building Development**

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.

**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:

	<b>Policy</b>	<b>Comment</b>
(a)	<i>adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;</i>	The proposal exterior design, bulk and scale of the two proposed buildings are similar to the existing approved 13 storey building currently under construction. Building heights proposed are consistent with the maximum height requirements for the subject lands as set out in policy WC-4. The buildings are not located within in close proximity to other residential properties.
(b)	<i>adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
	<i>(i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;</i>	Controls on the height and bulk of the proposed building are described above. The proposal meets the R-3 (Multiple Family Residential - Medium Density) Zone standards for density and lot coverage. As there are no adjacent residential neighbours potential impacts are unlikely.
	<i>(ii) traffic generation, access to and egress from the site; and</i>	A traffic analysis was submitted by the Developer and was found to meet HRM guidelines. The development agreement requires the Developer to design and construct traffic signals at the intersection of Windmill Road and Seapoint Road.

	<b>Policy</b>	<b>Comment</b>
	<i>(iii) parking;</i>	Parking is required pursuant to the requirements of the Land Use By-law. Parking is provided underground as well as on the surface private lanes. There are no surface parking lots permitted. Bicycle parking is also provided in accordance with the land use by-law for buildings 2 and 3.
(c)	<i>adequacy or proximity of schools, recreation areas and other community facilities;</i>	Halifax Regional School Board has indicated that there is capacity in the schools assigned to this area. There are currently limited recreation areas in the immediate vicinity of the proposed development however the proposed agreement requires that amenity space be provided in accordance with the LUB, and that the developer construct a publically accessible waterfront trail on the lands.
(d)	<i>adequacy of transportation networks in, adjacent to, and leading to the development;</i>	A traffic analysis and the proposed public Streets were reviewed by staff and no concerns were identified. The Developer is responsible for designing and constructing traffic signals at the intersection of Seapoint Road and Windmill Road which is currently underway. A second street access connection is a requirement of the development agreement. This connection must be completed and dedicated to the Municipality prior to the occupancy of Building 3.
(e)	<i>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>	The proposed agreement requires that amenity space be provided which will include balconies for the dwelling units. A private neighbourhood green space is also provided. A professional Landscape Architect must prepare the Landscaping Plan and details.
(f)	<i>that mature trees and other natural site features are preserved where possible;</i>	All undeveloped areas of the site must be landscaped. The landscape plan and the work must be certified by a Professional Landscape Architect.
(g)	<i>adequacy of buffering from abutting land uses;</i>	The site is no located within the 300 foot setback to Windmill Road or in close proximity to any residential areas. Exterior materials and windows types will reduce potential noise impacts within the proposed dwelling units.
(h)	<i>the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and</i>	The proposed agreement requires the submission of a site grading plan(s), identification of stormwater management measures, and erosion controls. These plans must conform with HRM standards as well as minimize impacts on adjacent properties.
(i)	<i>the Land Use By-law amendment criteria as set out in Policy IP- 1(c).As amended by By-law C-692, Dec. 4, 1991).</i>	See below.

### **IP-1(c) Zoning By-law**

The Zoning By-law is the principal mechanism by which land use policies shall be implemented. It shall set out zones, permitted uses and development standards which shall reflect the policies of the Municipal Development Plan as per Section 33 (3) of the Planning Act. **The zoning by-law may use site plan approval as a mechanism to regulate various uses. (RC-Sep 8/09;E-Nov 14/09)**

Notwithstanding the above, it shall be the intention of Council not to pre-zone lands outside the development boundary as shown on the Generalized Land Use Plan: Map 9;

**Map 9b, 9c, 9d, 9e, 9g, 9h, 9i (By-law 633), 9i (By-law 724), 9j, 9q, 9m, 9o, 9p (Portland St), 9p (Craigwood) and 9r (As amended by By-law C-475, Sept. 20, 1983 and By-law C-493, Dec. 9, 1983 and By-law C-511, July 6, 1984).**

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.

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

	<b>Policy</b>	<b>Comment</b>
(1)	<i>that the proposal is in conformance with the policies and intent of the Municipal Development Plan</i>	The proposal has been considered in accordance with policies WC-4, IP-5, and IP-1c).
(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>	The proposed buildings are the maximum height of 16 storeys enabled on the property by Policy WC-4. Since the buildings is not adjacent to residential uses and is otherwise located in a commercial/industrial area, it is not expected that the scale, use or bulk of the building will impact adjacent uses. The building is located outside of the 300 foot setback and exterior materials will reduce potential noise impacts within the proposed units.
(3)	<i>provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries</i>	Access will be limited to a new signalized intersection on Windmill Road for Building 1 and 2. Building 3 will require a 2 <sup>nd</sup> access. All areas of the site must be landscaped and mechanical equipment and refuse/storage areas must be screened from adjacent properties and streets.
(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>	No concerns were identified regarding potential financial implications for HRM.
	<i>(ii) the adequacy of sewer and water services and public utilities</i>	No concerns were identified regarding the capacity of sewer or water.
	<i>(iii) the adequacy and proximity of schools, recreation and other public facilities</i>	See IP-5 (c)
	<i>(iv) the adequacy of transportation networks in adjacent to or leading to the development</i>	See IP-5 (d)
	<i>(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas</i>	The proposed agreement includes requirements for site grading, stormwater management and erosion and sedimentation controls in accordance with applicable HRM and Provincial standards.
	<i>(vi) preventing public access to the shorelines or the waterfront</i>	The Developer is proposing to provide public access to the entire water-frontage of the Lands via construction of a public waterfront trail.
	<i>(vii) the presence of natural, historical features, buildings or sites</i>	Staff are not aware of any such features on the Lands.



	<b>Policy</b>	<b>Comment</b>
	<i>(viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized</i>	The development would utilize sewer, water and transportation infrastructure that is already in place.
	<i>(ix) the detrimental economic or social effect that it may have on other areas of the City.</i>	Staff are not aware of any potential detrimental effects that the development may pose.
(5)	<i>that the proposal is not an obnoxious use</i>	The proposed use is not expected to produce any obnoxious impacts.
(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 nearby land uses and public facilities. Such controls may relate to, but are not limited to, the following:</i>	
	<i>(i) type of use, density, and phasing</i>	The use and density are controlled by the agreement. There is phasing as the development is comprised of a 3 buildings. The Developer is the current owner of adjacent undeveloped lands, future development of which is contingent upon additional development agreement(s) and coordination of land uses, infrastructure, amenity areas and other services.
	<i>(ii) emissions including air, water, noise</i>	The development is not expected to generate emissions that will warrant controls. However, mechanical equipment must be screened from adjacent properties.
	<i>(iii) traffic generation, access to and egress from the site, and parking</i>	Discussed above.
	<i>(iv) open storage and landscaping</i>	The proposed agreement requires that landscaping measures be planned and certified by a Landscape Architect. Open storage is not permitted.
	<i>(v) provisions for pedestrian movement and safety</i>	The agreement requires that the Developer construct sidewalks from Windmill Road to Marketplace Drive. The lands West of this location are private. The Agreement requires sidewalks and trail links for pedestrian movement in these locations.
	<i>(vi) management of open space, parks, walkways</i>	Discussed above
	<i>(vii) drainage both natural and sub-surface and soil-stability</i>	Discussed above
	<i>(viii) performance bonds.</i>	Where applicable, the agreement requires the Developer to provide securities to HRM, that exceed the cost of completing the work. The security is not returned until the work is complete.

	<b>Policy</b>	<b>Comment</b>
(7)	<i>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>	No concerns have been identified.
(8)	<i>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>	A Public Information Meeting was held and the proposal cannot be approved unless Council holds a Public Hearing. The meeting is advertised in the local newspaper and notices are sent directly to local residents.
(9)	<i>that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:</i>	
	<i>(i) Council with a clear indication of the nature of proposed development, and</i>	Complete.
	<i>(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community</i>	Complete.
(10)	<i>Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</i>	Not applicable.

## Attachment E

### Excerpts from the Dartmouth LUB

#### PART 4: R-3 (MULTIPLE FAMILY RESIDENTIAL) ZONE - MEDIUM DENSITY

- 34(1) The following uses only shall be permitted in an R-3 Zone:
- (a) R-1, R-2 and TH uses as herein set out,
  - (b) apartment buildings,
  - (c) uses accessory to any of the foregoing uses.
  - (d) *lodging houses (As amended by By-law C-657, Feb 2/89)*
  - (e) A group home for not more than 12 residents, provided that the subject property does not abut a property that is zoned R-1 or R-2. *(HECC-Nov 4/10; E-Nov 27/10)*
  - (f) day care facility within the Main Street Designation. *(RC-Sep 10/13;E-Nov 23/13)*

- 34(2) Buildings used for R-1, R-2 and TH uses in an R-3 Zone shall comply with the requirements of an R-1, R-2 or TH Zone respectfully.

- 34(3) Buildings used for R-3 uses in an R-3 Zone shall comply with the following requirements:

- (a) Lot coverage, maximum - 25%
- (b) Area of site required per dwelling unit:

Type of dwelling unit	Area of site required per dwelling unit
One bedroom and bedsitting room	1,300 sq. ft.
Two or more bedrooms	1,800 sq. ft.

Provided that where the site area is greater than one acre, the area of the site required per dwelling unit shall be:

Type of dwelling unit	Area of site required per dwelling unit
One bedroom and bedsitting room	1,000 sq. ft.
Two or more bedrooms	1,350 sq. ft.

- (c) On all buildings a minimum side and rear yard clearance of 15 feet shall be maintained and if the building is more than fifty feet high on its highest side the sideyards and rearyards shall have a minimum clearance of not less than one half the height of the adjacent side of the building.
  - (d) The yard area located between the street line and the minimum setback line shall be landscaped, and the entire site and all buildings maintained in a neat, tidy manner including the trimming and upkeep of landscaped areas.
  - (e) *Height Maximum -35 feet on all parcels of land situated within the "Lake Banook Canoe Course Area" as identified on Schedule "W". (RC-Feb 8/05;E-Apr 23/05)*
- 34(3A) Notwithstanding subsections 34(3) and 34(4), within the Main Street Designation no development permit shall be issued for an apartment building or a day care facility except in conformity with the following:
- |                                |  |
|--------------------------------|--|
| Minimum lot area               | 372 square m [4000 sq. ft.]  |
| Minimum frontage               | 14 m [46 ft], except for a flag lot, in which case the minimum lot frontage shall be not less than 9.1 m [30 ft] and the building shall be located within the widest portion of such lot |
| Minimum Front or Flankage Yard | 6.1 metres [20 ft]   |

Minimum Rear Yard	12.2 metres [40 ft] for any portion of the Rear Yard abutting an R-1, R-1A or R-2 Zone
Minimum Side Yard	12.2 metres [40 ft] for any portion of the Side Yard abutting an R-1, R-1A or R-2 Zone
Maximum Lot Coverage	60 %
Maximum Height of Main Building	Refer to Schedule "AF"
(RC-Sep 10/13;Nov 23/13)	

34(3B) Within the Main Street Designation an apartment building along the south side of Lakecrest Drive or the west side of Valleyfield Road shall have the appearance of Townhouse Dwellings. (RC-Sep 10/13;Nov 23/13)

34(3C) Within the Main Street Designation, with the exception of driveway access, required yards shall be landscaped. (RC-Sep 10/13;Nov 23/13)

34(4) No uses other than those permitted in R-1 and R-2 shall be permitted unless the lot area is equal to or greater than ten thousand square feet and unless the street frontage is equal to or greater than one hundred feet.

34(5) All developments including three or more dwelling units shall provide, in addition to the site requirements set out in sub-section (3) of this section, amenity areas of not less than one hundred square feet for each bedsitting room or one bedroom dwelling unit; three hundred square feet for each two bedroom dwelling unit; and 500 square feet for each three or more bedroom dwelling units. An amenity area shall be a space set aside for recreational purposes such as communal play areas, recreational room, roof decks, balconies, swimming pools and tennis courts. An amenity area shall have no dimension less than thirty feet.

34(6) *Buildings used for lodging house uses shall comply with the requirements of the Lodging House By-law of the City of Dartmouth. (As amended by By-law C-657, Feb 2/89)*

NOTE: Effective December 4, 1991, Multiple family residential developments in the City of Dartmouth are permitted only by development agreement, *except within the Main Street Designation (RC-Sep 10/13;E-Nov 23/13).*

#### PART 13: I 2 ZONE GENERAL INDUSTRIAL ZONE

42(1) The following uses only shall be permitted in a I 2 Zone:

- (a) C 3 uses as herein set out;
- (i) except Adult Entertainment uses (RC-Jan 31/06;E-Mar 16/06)
- (b) industrial enterprises except obnoxious uses and uses creating a hazard to the public.
- (c) cabarets (HECC-Dec 4/08; E-Dec 27/08)
- (d) pawn shops (HECC-Dec 4/08; E-Dec 27/08)
- (e) Within lands designated Highway Commercial on Schedule AA, only permitted C-3 or S zone uses and existing industrial uses shall be permitted.
- (f) Within lands designated Harbour-Related Commercial/Residential on Schedule AA, existing uses shall be permitted and may expand in accordance with the I-2 Zone provisions, but no change of use shall be permitted except in accordance with Clause 18(U) of this By-law. (R-May 26/09;E-Jul 25/09)

42(2) Buildings used for C 3 uses in an I 2 Zone shall comply with the requirements of a C 3 Zone.

- 42(3) Buildings uses for I 2 uses in an I 2 Zone shall comply with the following requirements:
- (a) Lot area minimum 5,000 square feet
  - (b) Lot coverage, maximum 100% if the requirements for 100% lot coverage in the Building By laws of the City of Dartmouth are met.
  - (c) If lot coverage is not 100%, side and rear yards shall be provided on each side and at the rear of buildings as provided by the Building By laws of the City of Dartmouth.
- 42(4) Any dwelling in existence in this zone at the date this by law comes into effect may be:
- (a) repaired and renovated (RC-Oct 2/01;E-Oct 31/01)
  - (b) increased in size,
  - (c) replaced (Deleted: RC-Oct 2/01;E-Oct 31/01)
  - (d) used for home occupations as per Part 2, Section 23 of this Bylaw, and
  - (e) in no event may any repair, renovation, addition, or replacement result in the creation of an additional dwelling unit.
- 42(5) A landscaped area of at least ten (10) feet in depth measured at right angles from the property boundary abutting any street(s) shall be provided, except where driveway or sidewalk access is required. This area may be reduced to five (5) feet in depth if the ten (10) foot requirement would result in the development being unable to meet the parking or driving aisle requirements. (HECC-Jul 10/03;E-Aug 3/03)
- 42(6) Where the side or rear boundary of a site abuts a residential, park or institutional zone, or existing residential use, the following shall apply:
- (a ) A minimum yard of 30 feet shall be provided,
  - (b ) Required yards shall be landscaped, and the entire site and all buildings maintained in a neat, tidy manner including the trimming and upkeep of landscaped areas and the removal of debris and unsightly objects.
  - (c) All storage, freightage or trucking yards shall be enclosed or completely screened from the abutting residential, park or institutional zone by buildings, trees, landscaped features, or fences or a combination thereof. (RC-Oct 2/01;E-Oct 31/01)



## Attachment F

### Minutes of the Public Information Meeting

HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 18809

---

7:00 p.m.  
Wednesday, December 11, 2013  
Dartmouth Yacht Club  
697 Windmill Road, Dartmouth

#### STAFF IN

ATTENDANCE: Shayne Vipond, Senior Planner, Development Approvals  
Holly Kent, Planning Technician

ALSO IN ATTENDANCE: Councillor Darren Fisher, District 6  
Kourosh Rod, WSP  
Greg Zwicker, WSP

PUBLIC IN ATTENDANCE: 22

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The meeting commenced at approximately 7:05 p.m.

#### Opening remarks/Introductions/Purpose of meeting

Mr. Shayne Vipond, Senior Planner, Development Approvals, called the meeting to order at approximately 7:05 p.m. in the Dartmouth Yacht Club, 697 Windmill Road, Dartmouth.

He introduced himself as the Planner guiding this application through the process and also introduced Councilor Darren Fisher, District 6; Holly Kent, Planning Technician and Kourosh Rod and Greg Zwicker from WSP, and John Ghosn the owner of the project.

Mr. Vipond advised that HRM has received an application on the Harbour Isle site and that we are here this evening to present the application, review the policies that apply to the site and obtain feedback from the public on this matter. In addition the Mr. Rad will give a presentation on the proposal. This will be followed by a question and answer period.

Mr. Vipond advised that HRM had received a planning application for two 16 storey buildings and commercial restaurant on the Harbour Isle site in addition to the building which is currently under construction. At the base of the two proposed buildings townhouses are proposed, much like the way the building currently under construction is designed. Mr. Vipond advised that no decision is being made tonight. This purpose of tonight's meeting is to obtain feedback on the application.

#### Presentation

Mr. Vipond showed a map of the site, and explained that Wrights Cove policies under the Dartmouth Municipal Planning Strategies are the policies that will guide the land use for this application. Within that policy the lands are under the designation known as the Harbour-Related Commercial/Residential Designation which was passed sometime around 2009.

Currently an R-3 (Multiple Family Residential) Zone is on the site. This is a medium density zone for multiple unit buildings. The commercial restaurant use is also supported under the designation. The entire project can proceed only by way of a Development Agreement.

Mr. Vipond reviewed a slide of the Wright's Cove Policies being used to guide this application and the provisions under those policies. Parameters under the Wright's Cover policies; buildings heights to a maximum height of 16 storeys are identified in the policies. Mr. Vipond reviewed another slide, reviewing MPS policies IP(c) and IP(5) pertaining to the Development Agreement and the type of factors that will be reviewed such as use, bulk, and scale of the proposal, landscaping, traffic, useable amenity space and transportation networks are all things that will be considered for this application.

Mr. Vipond went on to explain what a Development Agreement is. A binding contract between HRM and the land owner that will determine what guidelines will be used, and that future owners will be bound by its terms. It will regulate setbacks, design, and buffering to adjacent properties, etc.

Mr. Vipond stated that he will review all the policies and prepare a staff report with recommendations within the next few months that will be brought forward to the Harbour East-Marine Drive Community Council for review and public hearing.

Mr. Vipond then introduced Kourosh Rad from WSP to explain the proposal in more detail.

**Kourosh Rad, WSP**, introduced himself and his partner Greg Zwicker, and the owner, John Ghosn. He explained that the application was for two (2) 16 storey buildings next to the one under construction. Mr. Rad showed a slide showing an aerial shot of the location of the site in relation to key locations in Dartmouth. This was to give the public a sense of the location of the development, and what the site currently looks like.

Mr. Rad discussed the major amenities being proposed for this indicating that the site was close to the Burnside employment center, had views of the basin, was near public transit and that a walking trail was being proposed on the site. He went on to explain the planning regulations guiding the development. The Dartmouth Municipal Planning Strategy allowed residential uses under the Wright's Cove Secondary Planning Strategy and the Dartmouth Land Use By-Law established an R-3 zoning on the site.

Mr. Rad showed the slide of the proposed site, and the important aspects being proposed which include:

- location of the two (2) 16 Storey Buildings
- 210 additional units being proposed
- two levels of underground parking in both buildings
- proposed restaurant
- a walking trail
- ground floor townhouses
- access of the site from the main roads

Mr. Rad stated that the developer wants to make a walkable community using good streetscape design. This was being done for future residents and also for people visiting the site, such as those visiting the restaurants and shops. There are a lot of amenities being proposed such as the buildings being close to the roads, parking in front of the shops, and street furniture. He also reviewed the current building being constructed on the site and highlighted the major aspects of that development.

Mr. Rad stated that a traffic impact study was completed for the proposed new project and has been submitted to HRM for review. There are two access points proposed into the site. The study indicated that there are no anticipated impacts to traffic on Windmill Road due to the development. It is also anticipated that once both buildings are completed the Highway 107 extension to Burnside Drive will be completed which will help to alleviate the traffic on Windmill Road. Mr. Rad again highlighted the major benefits and amenities of the development.

Mr. Vipond asked Mr. Rad to clarify some aspects of the site plan again to ensure the audience has a clear understanding of the location of the two proposed buildings and that the commercial that has already been approved is in relation to the current building on the site. Kourosh again showed the proposed site plan and indicated where the buildings, townhouses and commercial components of the proposed development are located.

### **Questions and Answers**

Mr. Gary Hill, from Riviere Developments stated that he had some concerns with the connector road. He wanted to make sure that the connector being referred to was the 107 Burnside Connector. He stated the need for the connector road. He wanted HRM to push forward for that connector, and to place a condition that before any more development can take place on this site, the connector needs to be finished first.

Mr. Vipond asked that the consultant speak in regards to the phasing of the development.

Mr. Rad stated that Hazelton is currently under construction. If the two storey buildings get approved, the buildings will begin to be constructed immediately. With this proposal the remaining property has been maximized to its full density extent under the current zoning. The rest of the property (not under application) is zoned I-2 which will have to go through a different process of plan amendments.

Mr. Vipond wanted to Mr. Rad to clarify the timing of construction for building one and building two. Mr. Vipond stated that the 2<sup>nd</sup> access to the site has to be approved and developed before the second building is built. In other words a certain number of units can only be built before the second access must be built. The second access will have to be constructed before the full development of the second building is completed. Mr. Vipond wanted to ensure that Mr. Rad understood that.

Mr. Gary Hill wanted to bring to the attention of HRM that the 13 storey building is currently placing the Riviere Development in the shade. Mr. Hill stated that as the sun rises in the winter, in the morning, the building is in the building's shadow.

Mr. Rad stated that they have not at this point completed a shadow analysis.

Mr. Gary Hill was concerned that if a 13 storey building farther away than the proposed buildings is currently placing him in a shadow, what will two 16 storey buildings that are being constructed closer do to his morning sun? His suggested that the taller buildings be placed further down on the site to avoid this.

Mr. Rad stated that they could complete a shadow study and submit it to the planning department. He stated that the developer has a vision for the site to make it a walkable community.

Mr. Hill stated that they also had a vision that their building was going to have the sun on their site as well.

Mr. Dexter Conrad, Member of the Dartmouth Yacht Club, stated that the shadow analysis is a good idea. He stated that the yacht club members will also be affected by the shadowing from the two buildings being proposed. A wind analysis is also going to be a major factor on the yacht club. When we get prevailing winds here this can become a serious impact on the boats in the yacht club.

Mr. Dusan Soudek, indicated that he was interested in the recreational uses of the cove and wondered if there was going to be a public access to the water on the site. He also wondered if the proposed trail for the site is going to be connected to the major trail already along the Dartmouth waterfront.

Mr. Rad stated that the proposed trail will be the property of HRM, but Mr. Vipond corrected Mr. Rad and stated that the trail lands will still be owned by the property owner, but a public easement will be over the property.

Mr. Vipond stated that the conditions of the trail will favour a future trail connection although whether it could connect to the Dartmouth Waterfront was unknown at this time.

Dan Gallina, Manager of the Dartmouth Yacht Club wanted to know how the traffic plan was going to deal with the proposed development.

Mr. Rad explained that the traffic study completed recommends that a second access point would be needed once the 300 unit threshold is reached. Mr. Rad demonstrated the location on the site plan. He stated that 303 units were proposed. Mr. Rad also stated that the traffic impact statement concluded that there would not be any significant impact on traffic for Windmill Road.

Mr. Gallina asked if there were any plans by the developer or HRM to change the traffic patterns on Windmill Road, due to the development. For example, will there be a stop light, or median?

Mr. Rad stated that there was going to be a traffic signal light at the entrance to this development on Windmill Road. The plan is also to widen Windmill Road as well.

Mr. Gallina asked again if there were any plans for a median along Windmill Road in front of the development.

Mr. Vipond stated that he is not aware of any plans for a median.

Mr. Gallina asked if any additional lights will be put in for the second access point.

Mr. Rad explains that he believes that two additional traffic signals will be placed on Windmill Road, in the location of the two access points to the site.

Mr. Gallina stated that he believes that the two additional traffic lights will impact the traffic on Windmill Road, and slow it down more. He asked if they could have more details about the 107 connector road that was mentioned earlier.

Mr. Vipond stated that this connector is not directly associated with this development proposal. He stated that there has been a multi-year program for the connector but that he did not have a definitive answer as to when the new connector would be built.

Wayne Baker- Legacy Developments, asked how the traffic situation was going to accommodate the new proposal? He didn't agree that one set of lights was going to be able accommodate that many cars coming in and out of the development.

Mr. Vipond stated that two access points are recommended for this site. Mr. Vipond stated that HRM is still working with the traffic consultants on the traffic study.

Wayne Baker asked if there was room for a third lane on Windmill Road, and recommended a third lane is created to help alleviate the traffic on Windmill Road.

Mr. Vipond stated that he is unaware and cannot comment on a third lane at this present time.

Garth Mallett, Member of the Dartmouth Yacht Club, commented that he was unhappy with the type of stone and the method of placement along the waterfront when the land was reclaimed for the development. He wanted to know if there was any proposal to improve the water frontage. He stated that all members of the yacht club pass by the area to come into the marina and it is not very attractive at all.

Mr. Rad stated that the landscaping plans are still being reviewed by HRM staff. They did not have all the detailed plans for the trail area currently, but that is something we can be looked at.

Councillor Fisher asked if there were any plans for a third access to the site.

Mr. Vipond stated that there is no proposed third access point at this time.

Councillor Fisher, asked if there is a cutoff point for the second access to be activated. Is it 300 units? He asked if that is occupancy of 300 units or built 300 units?

Mr. Vipond stated that he believed that it is built for 300 units. He indicated that the issue was still being discussed.

Councillor Fisher then commented on the connector of the 107. He stated that it is a priority. It is currently pushed back but it is and has always been a priority. He stated that it will have a huge impact on the traffic on Windmill Road.

Councillor Fisher also wanted it clarified that the trail is designed to connect to the current trails that have been being built and asked Mr. Vipond to clarify on that topic.

Mr. Vipond stated that the plans for the trail will be designed to meet the standards of the master plan for trails within the area. He indicated that the trail currently proposed would ultimately connect beyond the site in accordance with the Master Plan. HRM's Parkland Planner has reviewed the proposal and is making the necessary recommendations to achieve the linkage.

Leslie Reece, member of the Dartmouth Yacht Club, stated that there is more members coming in and out of the yacht club on a daily bases than the proposed development. He wanted to know what the criteria to get a set of lights at the entrance to the yacht club. He wanted to know what the members could do to get a set of lights for the entrance. He stated that he believes that it is an extremely dangerous situation with the yacht club access point.

Mr. Vipond stated that engineers would have reviewed the current areas of traffic access along Windmill Road including the yacht club access point. He suggested having the yacht club owner speak to him after the meeting, and he would put Mr. Reece in touch with HRM engineering staff to discuss the option.

Mr. Gary Hill, Rivere Developments, stated that they also had the same questions, and considered a set of lights to their development. He stated that he was turned down because of the distance they were from the current lights along Windmill Road. Mr. Hill wanted to know if those criteria would still be the same today as it was when their development was built.

Mr. Vipond stated he would put Mr. Hill in touch with HRM engineering staff to discuss the issue as he would not be able to comment on traffic light placement criteria.

### **Closing Comments**

Mr. Vipond thanked everyone for attending. He encouraged anyone with further questions or comments to contact him.

### **Adjournment**

The meeting adjourned at approximately 8:00 p.m.