

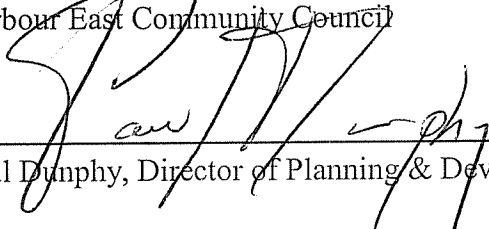


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

10.1.2

Harbour East Community Council
December 01, 2005

TO: Harbour East Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Planning & Development Services

DATE: November 16, 2005

SUBJECT: Case # 00728: Development Agreement - Horizon Court, Dartmouth

ORIGIN

Application by Dexel Developments Ltd. to enter into a development agreement to permit the construction of two multiple unit residential buildings (168 units) on the former MTT property at 5 Horizon Court, Dartmouth.

RECOMMENDATIONS

It is recommended that Harbour East Community Council:

1. **Give Notice of Motion to consider the attached development agreement and schedule a public hearing for January 5, 2006;**
2. **Approve the development agreement, attached to this report as Attachment "D", to allow for two multiple unit buildings with a maximum of 168 residential units and 30,000 square feet of commercial space at 5 Horizon Court, Dartmouth, and;**
3. **Require that the development agreement be signed within 120 days or any extension thereof granted by Council on request of the applicant from the date of final approval by Council and any other bodies as necessary whichever approval is later, including applicable appeal periods, otherwise, this approval will be void and obligations arising hereunder shall be at an end.**

BACKGROUND

The applicant proposes to construct two apartment buildings containing a total of 168 dwelling units and approximately 30,000 square feet of commercial space. The buildings would be about 70' in height with 6 residential stories atop a single commercial level on the ground floor (seven stories total). A combination of underground and surface parking is proposed. The buildings will be connected by a smaller one storey building containing a common amenity area of about 3,600 square feet at ground level, with parking below. The buildings will be constructed in such a way to permit their future subdivision (e.g. meet building code requirements for fire separation).

Site Description:

From 1964 to the early 1980s this 156,570 square foot (3.6 acre) site was home to the MTT Works Centre which was demolished by the applicant in early 2005. The applicant also proposes to buy half a piece of the former right-of-way of Old Albrow Lake Road, a property HRM Real Estate has deemed surplus. The two parcels would be consolidated into one of 160,970 square feet. The parcels are bound by Woodland Avenue, Maybank Field Park, and the lands of Can Euro Investments Ltd. (#Map 1). The property is accessed via a 60' wide easement over Horizon Court, a private road.

Existing Nearby Developments:

At present, there are two high-rise apartment buildings on Horizon Court: a 150 unit, 18 storey building which is currently under construction and a 16 storey, 124 unit building which received approval in 1986. Also nearby is the 86 unit low-rise Garden Stone Estates that was constructed in 1993. These buildings are all owned by Can-Euro Investments Limited. Across Woodland Avenue a large church is proposed for the corner of Woodland Ave and Lancaster Blvd. On the remaining lands of Parcels B&C, Woodland Avenue and Block X, South Ridge Circle, a comprehensive mixed residential subdivision is proposed. It will consist of approximately 164 units including single dwellings, two unit dwellings, and a four storey, 44 unit multiple unit dwelling.

Policy and Zoning:

Following the Woodland Avenue East Planning Process and Traffic Study (2000/01), the MTT property along with several others in the area was zoned R-3 (Medium Density Residential). Based on the recommendations of this study, in 2002 Regional Council approved policy H-18 which supports redevelopment of the former MTT property for medium density residential uses, as well as limited commercial uses such as offices with associated retail. In addition to policy H-18, policies IP-5 and IP-I (c) apply to this property (Attachment "B")

Public Information Meeting

A public information meeting was held on May 26, 2005. Approximately 30 members of the public attended and seemed generally supportive of the design, density, residential and commercial uses, and parkland contribution proposed, although there were numerous concerns about the volume of traffic presently on Woodland Avenue. The minutes of the meeting are provided in Attachment "A".

In addition to a newspaper advertisement, written notification of the meeting was sent by regular mail to properties identified on Map 1. Should Council agree to hold a public hearing on this application, a similar process of notification will be undertaken.

DISCUSSION

When considering a development agreement, Policies H-18, IP-5, and 1P-1(c) of the Dartmouth Municipal Planning Strategy direct Council to have regard for a number of criteria (Attachment "B"). Criteria relevant to this proposal are addressed below.

- **Adequacy of exterior design, height, bulk and scale of the new apartment with respect to its compatibility with the existing neighbourhood;**

The facade of the proposed building is well articulated and includes some gentle curves. The roof line is accented with a cornice treatment and the proportion of window to wall area is pleasing. The proposed exterior finish is a sandstone textured, joined architectural precast in earth-tone colours. The base of the building will be a shade darker than the rest which will serve to ground the building. Dark aluminium balcony rails and aluminum commercial storefront windows are proposed. All architectural features will be present on all sides of the building, not just the principal facade. At seven stories the building is significantly lower than the other two highrises in the area, but higher than Garden Stone Estates, adding diversity to the area in terms of building height and massing, and avoiding the monotony associated with too much of a single building form. No other uses exist close enough to this proposal to be impacted by either the mass, shade, or wind (if any) generated by these buildings. In summary, the proposed buildings are considered compatible with the existing neighbourhood.

- **adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:**
 - i) *the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building; parking*

As stated above, the use and form of the buildings are considered compatible with adjacent or nearby land uses. The height, size, bulk, lot coverage, and lot frontage of the proposed building are consistent with R-3 zone standards. The amount of parking supplied is also consistent.

The density requested is 14.8% greater than suggested by the R-3 zone. The Municipal Government Act provides that a development agreement may vary the standards of the LUB, however it is the opinion of staff that good reason must be provided. The developer was asked to either reduce the density, or provide sufficient justification to warrant additional density. Negotiation on this subject spanned the better part of a year, and staff are satisfied that additional density could be considered on this site on the basis of community benefits received.

The principal benefit is a \$150,000 cash donation towards upgrades of Maybank Field, a recreation area identified by HRM Parkland Planning as a priority for improvements. These funds are greater than any parkland dedication that would come into effect if the property was subdivided (By-Law P-100 requires 10% of assessed value, or in this case \$8,400). These funds will be transferred to the Municipality in full after occupancy of the first phase of the project (Building A).

Other benefits negotiated included significantly improved building and site design and substantial landscaping of the property. These are considered community benefits, at least in part, because of the importance of Woodland Avenue as a 'gateway' to the rest of Dartmouth, and the importance of well designed, attractive, and functional developments to the overall stability and character of the community. As illustrated in Attachment "C", the proposed buildings are set back far enough from Woodland Avenue to avoid a 'wall' effect along the roadway, while contributing positively to this important gateway streetscape.

ii) traffic generation, access to and egress from the site;

The traffic study undertaken for the 2000/01 Woodland Avenue East Planning Study assumed 80 units would be built on the former MTT Lands (about half that permitted under the R-3 zone eventually applied). The developer was required to supply a traffic study to assess the impact of the 88 additional units and 30,000 square feet of commercial space proposed by this application. The traffic study concluded that the traffic generated by the additional development proposed will not have any noticeable impact on the level of service of the Woodland/ Lancaster and Glen Manor/ Brookdale intersections, which were found to operate at very good level of service. Impact on the intersection of Horizon Court/ Micmac Boulevard was also not considered to be significant.

The MPS identified access to the MTT site as an issue to be resolved "prior to the consideration of any development proposal on the site" (Attachment "B"). Although the property has significant frontage along Woodland Avenue, this section of the roadway is a controlled access highway and the only access to the former MTT property is via Horizon Court, a private road owned by Can Euro Investments Limited. Access via this route has been contested, however the Supreme Court of Nova Scotia recently handed down an order granting right-of-way over Horizon Court for "the passage of persons and vehicles and for all purposes associated with the use and enjoyment of Lot A-T" (the former MTT parcel). This order was reviewed by HRM legal staff who verified that it is related to neither the type nor the number of vehicles and this was deemed to satisfy the MPS requirement.

iii) adequacy or proximity of schools, recreation areas and other community facilities;

The development agreement includes a trail to connect the site directly to recreational facilities at Maybank Field. The site is centrally located with good connections to a range of recreational facilities at Albro Lake, Lake Banook, and Shubie Park. The site is within comfortable walking distance of Crichton Park Elementary School and a range of services at MicMac Mall. A large new church is proposed for the corner of Woodland Avenue and Lancaster Drive.

iv) adequacy of transportation networks in, adjacent to, and leading to the development;

Traffic is a major issue in this community, as in many parts of the HRM. As the HRM grows, strains on existing transport networks are inevitable. There are two main ways to accommodate growth while mitigating its traffic impacts:

1. Increase road capacity and/ or;
2. Locate residences near popular destinations, good transport routes, and close to public transport.

In the case of this proposal, both will be done, suggesting a balanced and reasonable approach to traffic issues:

- a) The Micmac Boulevard Area Traffic Study was completed in 2000 and determined that there should be sufficient capacity in the existing road network to accommodate the increases in traffic that could be generated by the proposed future residential developments as well as an expansion of Mic Mac Mall. However, the study did determine that an upgrade to the Highway 111/MicMac Blvd interchange was required and that the costs of this should be recaptured by HRM through a capital improvement charge at the time lands were developed. Accordingly the development agreement requires the developer to cost share in these improvements in accordance with Bylaw L-100 respecting charges for local improvements.
 - b) This site is less than a five minute walk from a major regional retail facility. Many residents will not need to travel down busy streets to shop or work. Residents who must travel, will have many options to take public transit. Metro Transit has confirmed the proposal is within a 500 metre walk of transit service with existing bus stops on MicMac Blvd at Horizon Court, a park & ride at Maybank Field, and a major transit hub at MicMac Mall with excellent bus services to most of Metro. Furthermore the property has excellent access to major collector roads and 100 series highways.
- **adequacy of useable amenity space, attractive landscaping, meeting the needs of a variety of household types; aesthetically pleasing development; mature trees and natural site features are preserved where possible;**

The proposal exceeds R-3 requirements for amenity space of 31,200 square feet. Proposed amenity space includes approximately 3,600 square feet of common internal amenity area; 9,228 square feet of outdoor amenity area in the form of private balconies (average 55 sq ft each); a south-west facing landscaped outdoor amenity area of approximately 15,000 square feet complete with gazebo, benches, native and ornamental plants, and paths (and a possible future swimming pool). There is also about 9,000 square feet of landscaped podium (roof of the garage). Finally, a combination of sidewalks, granular walkways, and entry plazas are provided for easy pedestrian access around both buildings. The development agreement also provides for significant future contributions from the developer for improvements to the community park facilities at Maybank Field.

The site is a brownfield site formerly occupied by a warehouse skirted by asphalt. Little existing vegetation of any quality or size remains on the site. The development agreement requires significant amounts of new trees, shrubs and vines to be planted on the property.

The parking is distributed between the front and rear of the building to minimize the visual impact of a single large parking area.

- **the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment**

The site is relatively level however some low retaining walls will be required near the property edges. The developer was required to have prepared a site grading, drainage, and sedimentation and erosion control plan, that were reviewed by the Dartmouth Lakes Advisory Board.

The site drains into both Lake Banook and Lake MicMac although the nature of the soils and the distance from the lakes reduce concerns that siltation will be a problem. Nonetheless, the development agreement includes strong provisions for the preparation of appropriate plans to protect the lakes during construction. These provisions are backed up by a bond which staff can draw on to address any concerns should the developer not fulfill his obligations.

The development agreement also requires the applicant to follow Nova Scotia Department of Environment and Labour guidelines with respect to any potential impact on the wet area along the western property boundary.

- **the adequacy of sewer and water services and public utilities**

The developer was required to have prepared a preliminary servicing plan. Existing sanitary sewer, stormwater and water services in the area can accommodate the additional units.

- **soil conditions**

Soil and groundwater samples taken as part of a Phase II Environmental Assessment revealed contamination in the former gas pump area of the MTT Works Centre. A site remediation was carried out in December 2003 and a third party has confirmed that environmental conditions on the subject property are consistent with future residential occupation.

The development agreement requires some further sampling beneath the former building now that it has been removed, and further verification that conditions remain consistent with future residential occupation.

Conclusion:

The development of these buildings on this property is in conformance with the intent of the MPS. Issues arising from both general and site specific MPS policies have been addressed. Staff therefore recommend approval of the proposal, as presented in the development agreement.

BUDGET IMPLICATIONS:

None.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

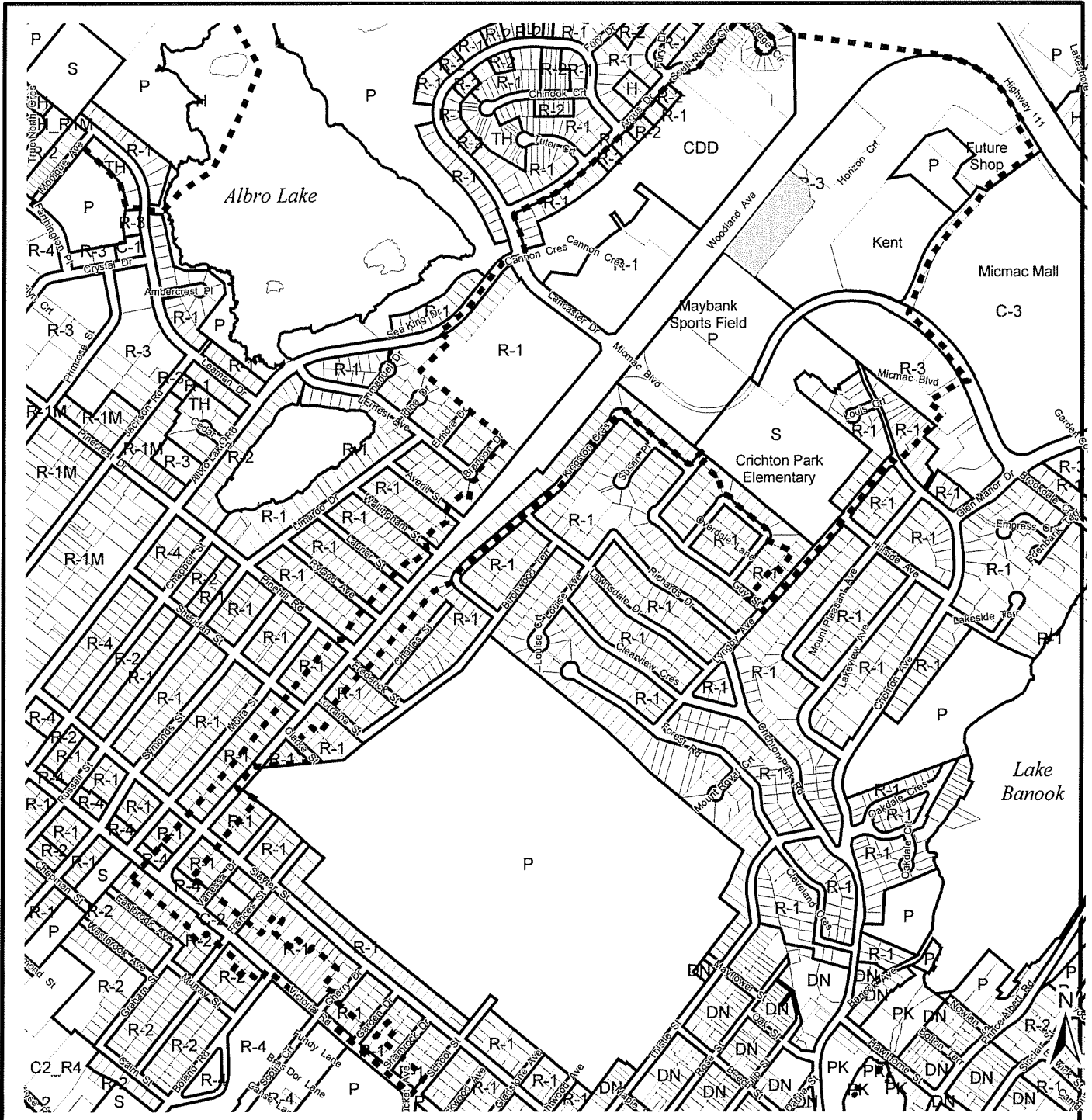
1. Community Council could choose to approve the development agreement. This is the staff recommendation.
2. Community Council could choose not to approve the development agreement. This is not recommended. Should Council reject the application, reasons must be given for the rejection, pursuant to the Municipal Government Act.

ATTACHMENTS

Map 1:	Location and Zoning Map
Attachment A:	Minutes of Public Information Meeting, May 26, 2005
Attachment B:	MPS Policies
Attachment C:	Illustration of the Proposal
Attachment D:	Draft Development Agreement

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Hanita Koblents, Planner, 490-4181



Map 1 - Location & Zoning

5 Horizon Court

Zoning

- R-1 Single Family Residential Zone
- R-2 Two Family Residential Zone
- R-3 Multiple Family Residential Zone
- TH Townhouse Zone
- CDD Comprehensive Development District

Dartmouth By-Law Area

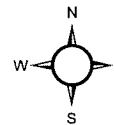


Subject site

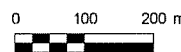


Area of notification

- C-3 General Business Zone
- P Park Zone
- S Institutional Zone
- H Holding Zone



HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



This map is an unofficial reproduction of a portion of the View Plane Map for the Halifax Peninsula By-Law Area

HRM does not guarantee the accuracy of any representation on this plan.

Attachment "A"

Minutes of Public Information Meeting

**HALIFAX REGIONAL MUNICIPALITY
PLANNING SERVICES - ALDERNEY GATE OFFICE
PUBLIC INFORMATION MEETING
CASE NO. 00728 - DEXEL DEVELOPMENTS LIMITED**

7:00 p.m. Thursday May 26, 2005
Crichton Park Elementary School

Staff: Hanita Koblents, Planner
Rob Jahncke, Parkland Planner
Samantha Charron, Administrative Support

Applicant: Louis Lawen, Dexel Developments Ltd.

Other: Local Councillor, Gloria McCluskey

Members of the Public: Approximately 30 people

The meeting commenced at approximately 7:10 p.m.

Introductions/Opening Comments

Hanita Koblents welcomed residents to the meeting and thanked them for attending. She introduced local councillor Gloria McCluskey, the developer Louis Lawen, other HRM staff in attendance and herself as the planner assigned to this case.

She began with a brief overview of the application submitted by Dexel Developments Ltd. to redevelop the former MT&T site, located on Horizon Court followed by a review of the Dartmouth Municipal Planning Strategy (MPS) policy pertaining to the site. The MPS states that a development agreement must be negotiated before Council can consider approving an application on this property. She then gave a brief explanation of a development agreement stating it is basically a contract between the landowner and the Municipality that governs the use of the land. At this point she indicated the first step in where this process is a public information meeting (PIM) staff may gauge the level of support by residents for this potential development in their area. It is also an opportunity for staff to hear and discuss any questions or concerns residents may have.

Ms. Koblents read the MT&T Lands policy (H-18) directly from the Dartmouth MPS. She explained the zoning requirements and the other policies referred to in policy H-18.

Ms Koblents said Mr. Lawen could begin if there were no questions about the planning process.

An unknown speaker asked if development agreements are public documents and can they be accessed free of charge?

Louis Lawen indicated, as of December 2004, there is a charge to view development agreements but suggested legal representation would have access free of charge.

Jerry Pye asked if the planning department has a policy that will not allow multi-unit developments in residential neighbourhoods to the point where they are saturated? He stated one of the policies state this development must be consistent with adjacent uses, which it is, but questions where this will end? He then asked if HRM has a policy to restrict the number of multi-unit dwellings that can exist in a defined area? He then stated Dartmouth north is completely saturated with high-density.

Ms. Koblents replied there is no such policy.

Ed Gorber indicated he was a member of the Woodland Ave East Planning Process Committee and asked if he could respond to Mr. Pye's question and points raised. He stated the committee spent well into a year deciding on the appropriate development for these lands. He stated the description of the development for the former MT&T site, outlined in the MPS, is consistent and appropriate for this area and stated he was interested in seeing how close the developer came to the committee's envisioned future development for this site.

Mary Clayfield raised concerns about the traffic on Woodland Ave. She stated that she counted cars in both directions one day this week and in a 15 minute period, 1500 cars passed by.

Councillor McCluskey stated 40,000 vehicles pass her home each day.

Ms. Koblents suggested residents wait for Mr. Lawen to give his presentation before asking questions, considering most questions would probably be answered

Questions and Comments

Mr. Lawen indicated Dexel Developments Ltd. is trying to arrange a development for the site. He stated the land was owned by MT&T since the 1960's, and was sold to Sobeys in 2002. Dexel recently purchased the land and he briefly described the previous and present zoning on this property. Displaying computer generated drawings of the proposed development, he stated there would be two buildings, constructed in phases. He stated the buildings would consist of six residential stories and one commercial storey with amenities and a lobby for residents' use. He also indicated there would be one underground level for parking and possibly storage.

Councillor McCluskey asked if the residential units will be apartments or privately owned condo's?

Mr. Lawen suggested to date they are still undecided. He continued his presentation by explaining the outdoor elements of the project including the parking and professionally landscaped areas, approximately 30 000sq.ft. in size. He also stated Dexel plans to donate \$150 000 to the rejuvenation and improvement of the Maybank park area beside the site. He suggested parkland planner, Robert Jahncke was in attendance to speak to this point if anyone was interested.

An unknown speaker asked how many units would each building have?

Mr. Lawen explained the two residential buildings would each have 83 units, with a one level building, in between, connecting the two. He stated the lot area is about 164,000 sq ft. He continued with a description of the residential units, this included the number of bedrooms, washroom & storage room proposed sizes. He described the balconies and explained all units will be wheelchair accessible.

Jerry Pye asked how many units will be wheelchair accessible?

Mr. Lawen indicated all units will be wheelchair *accessible*. As for how many would be wheelchair designed, he was unsure at this time.

Jerry Pye asked if HRM has any regulations on the number of wheelchair designed units a development must have?

Ms. Koblents replied this is not something that is required by HRM.

Mr. Lawen stated the building code requires the development to be wheelchair accessible but no wheelchair designed units are required. He also stated Dexel has looked into the need for these type of units but has not received a lot of feedback. He suggested modifying a unit to be wheelchair designed, in the design stage, could be easily done. He continued his presentation with a description of the resident ground level parking area and the proposed visitor parking area.

A resident of the adjacent Can Euro development indicated he has concerns regarding access to the site. He stated a portion of his rent goes to the upkeep of the private road which services the site. He asked what Dexel plans to contribute to the road upkeep with the added vehicle potential?

Residents had a discussion regarding the land locked lots and Can Euro's ownership of Horizon Court. Mr. Lawen participated in the discussion, stating the private road is 60 feet wide and he has a legal right-of-way. Residents questioned why Dexel would not be constructing their own road to access their development?

Mr. Lawen replied there was no need for a second road to access the site.

Mr. Lawen stated Dexel believes it is very important to construct an aesthetically pleasing development considering the location. He suggested a mid-rise development would be most appropriate and explained they did not want to compete with Can Euro's adjacent high-rise. He described landscaped podiums and paths leading around the development to a gazebo and green space with benches. He also suggested they will try to work with HRM to create a small bridge where the wet area is located on the site.

Jerry Pye asked if his understanding was correct, that Dexel is donating dollars to the Municipality because they are not providing a green space? He also asked if they were providing the 5% or 10% that will be needed for Maybank field upkeep?

Mr. Lawen indicated no that is not the case.

Ms. Koblents indicated the 5% rule only applies when there is a subdivision of land. She explained when land is subdivided the developer is required to contribute 5% of the lands or the equivalent value in dollars toward parkland. She explained in this case there will not necessarily be subdivision, but the developer has offered to donate \$150 000. A future subdivision is possible.

Jerry Pye asked to see where the subdivision of land would be? He commented the implications of the property subdividing should be explained.

Ms. Koblents asked Mr. Lawen to use a site plan to show where the land may potentially be divided.

Jerry Pye reiterated the importance of knowing this before the developments approval.

Mr. Lawen stated regardless of land subdivision, Dexel plans to donate \$150 000.

Brad MacLeod asked if all of the aspects discussed at the meeting tonight would be included in the development agreement?

Mr. Lawen indicated that was correct, he assured the residents once the specifics are laid out in the development agreement the developer must abide by them.

Peter Greer asked if the wetlands will ever be raised?

Ms. Koblents suggested Mr. Lawen should have stated a wet area not a wetland. She explained the wet area located on this site is not a Provincial wetland and suggested Provincial wetlands would have all sorts of regulations. She asked if it could be referred to as a wet area in the future.

Mr. Lawen described the location of the wet area using the site plan. He explained the flow and the size of the wet area. He then continued with the presentation describing the development as a community type setting. He explained Dexel has envisioned a development which could incorporate a common area for residents and stated this could include a multi-purpose room, business centre, boardroom, mail room, workshop, lounge area with fire place and library. They are also considering a pool and guest suites, depending on the amount of interest by residents. He described the guest suites as a convenient option for visitors of the residents, looking for hotel accommodations in the city. He suggested there would be a small fee associated with this service. He explained a decision has been made that the commercial level would be easily accessible to residents and not as easily accessible to the public. He suggested it is meant for local residents' use, meaning the residents of Horizon Court. He then describe the two access driveways for residential and commercial use.

Stephanie Cunningham asked if the boardroom would be available for residents' use only?

Mr. Lawen indicated this would be the case. He continued with a description of the building's construction including windows and doors on both the residential and commercial units. He suggested some other points of interest for Dexel are existing trees that will remain on site, suitable landscaping and also traffic. He stated they will be updating the traffic study.

Ed Gorber stated he did not agree with the traffic study findings and feels the vehicle count in the study is inconsistent with the residents' personal counts. He suggested the traffic study done in 1999, did not take into account the changes that have just recently been approved for a level access onto Woodland Ave and an interchange on Highway # 118. He asked if anyone has looked into the impact of this development in the community as well?

Mr. Lawen indicated the traffic study done by Ken O'Brien with Atlantic Traffic Roadways gave an allowance for the development of the old MT&T site.

Councillor McCluskey commented on the previous traffic studies done. The first started at Lancaster Drive and ended at Woodland Ave. The second was from Mic Mac Mall and ended at Woodland Ave as well. She feels the traffic studies do not represent the traffic flow travelling along Woodland Ave from these connectors. She indicated Woodland Ave is at full capacity now and suggested this needs to be taken into consideration.

A discussion followed regarding traffic flow in the area. Many residents indicated they have concerns relating to the added vehicle flow from a development this size in their community.

Ed Gorber indicated as a member of the Woodland Ave Committee, their recommendations were based on certain levels of density and suggested with this development the density will be doubled. He stated that with the additional accesses to Burnside this will surely increase the traffic flow.

Mr. Lawen clarified Mr. Gorber's point and stated the density for the site would not be doubled.

Grace Beuree suggested this area has two significant demographics, seniors and young families. She indicated to Mr. Lawen that there is a need in the area for housing more suitable for mature residents such as herself. She indicated there are many aging residents in the area that would like to stay, but would also like the convenience of apartment/condo living. She asked if Dexel has taken into consideration the development being considered for the aging population.

Mr. Lawen suggested the cost and convenience associated with this type of development design would certainly be more attractive to the mature community and they do foresee more interest from this demographic.

A resident of Halifax expressed his opinion there would be no significant effect on traffic and that even though Woodland Ave carried a lot of cars, the flow always seemed good.

Peter Haas a representative of Can Euro Developments stated Horizon Court is 30 feet wide, it has a 150 unit high-rise under construction at this time and an existing 120 unit high-rise. He explained under an existing DA for the site, there could potentially be another 150 one bedroom unit development constructed. He asked Ms. Koblents how planning feels about this situation and if the street is suitable for this amount of vehicle flow?

Ms. Koblents replied there was conflict with meeting schedules and our development engineer was not able to attend, however she suggested that staff rely on the traffic study to address concerns of this nature and she believes the traffic study did include full build out of the Can Euro lands.

Mr. Lawen indicated Dexel is more than willing as a neighbour to Can Euro to co-operate in finding a solution to remedy any access issue.

Peter Haas agreed the access issue for the site would be best dealt with together, he believes finding a middle ground between the two developers would be the best solution and stated it would not be in the best interest of either developer to fight over the shared access.

Mr. Lawen reiterated Dexel is interested in working with residents and Can Euro to find a solution.

Councillor McCluskey pointed out the problem is not with the developers it is with the traffic.

Ed Gorber commented the traffic studies need to analyse the big picture. With all potential developments included.

Reed Pleasant asked if the representative from Can Euro (Peter Haas) or Ms. Koblents could explain the proposed development for their remaining undeveloped lands?

Ms. Koblents stated she did not know the specifics pertaining to the undeveloped lands but offered she could look into it and speak with him on another occasion, if he wished.

Jerry Pye asked if Metro Transit looked at this development proposal and if they approve it? He commented given the fact that it is a private road and that there is a distance for residents to travel, he feels it is important to have transit's input.

Ms. Koblents stated city departments do not give approval on development applications, only recommendations, it is Council's job to approve development agreements. She also stated the application was not circulated to Metro Transit, but agrees with Mr. Pye's suggestion and feels it would be a good idea to do so.

Jerry Pye then questioned why the development engineer could not attend, and felt it was inappropriate for staff not to be able to answer the concerns raised by residents.

Ms. Koblents apologized for the absence and indicated again that she was needed at another location.

Jerry Pye commented he hoped this type of scheduling conflict would not be repeated in the future.

Ms. Koblents assured Mr. Pye all residents comments and concerns from this evenings meeting are being recorded and will be reviewed by the development engineer.

A discussion followed regarding traffic. Ms. Koblents requested the attendees politely return order to the meeting.

Residents asked the size of the right-of-way to the private road and if Dexel would be willing to cost share in the construction of sidewalks?

Mr. Lawen commented this is a great idea and has already been discussed with Can Euro. He suggested Dexel has every intention of being neighbourly. He then continued on with a description of points of interest including sewer, water and power. He then mentioned the \$150 000 donation to HRM indicating the money will have to be spent on the park development. He stated the construction will be done in two phases, the building located closest to Horizon Court will be constructed first, we foresee this taking approximately 16 months. The second depends on the completion of the first building. He then described landscaping specifics for the property.

Councillor McCluskey asked if Dexel had any intention of planting trees along the Woodland Ave side?

Mr. Lawen stated he would pass this suggestion along to the landscape architect to see if this is possible. He then indicated the Province requested a ten metre green buffer along the highway section of the property. He also asked the residents to come forward with any suggestions regarding landscaping and stated he appreciates new ideas. He then presented a computer generated graphic of the development and also directed the residents to view some pictures on display of other developments done by Dexel. He stated Dexel is a family run business that takes pride in all their developments and appreciates the importance of being neighbourly. He continued by describing other unique services available to the residents, such as a bicycle area, public washrooms a combined composting/recycling refuse facility and extra storage areas.

Jerry Pye asked if the development will be equipped with a back up power source for the building in the case of power outages?

Mr. Lawen indicated the NBC does not require a building this size to have a back up power source in case of outages. He stated they have been reviewing plans to maintain the essentials (heat & hot water) in case of emergencies. He also suggested they have looked at the common area having back up power supply available to residents.

John Hurst asked if the walls will be constructed with concrete or just sound proofing construction.

Mr. Lawen indicated concrete walls are not an option, he stated the walls will be constructed by the NBC fire assembly regulations. He further explained the wall will be built to withstand fire with a minimum of one hour.

John Hurst asked who would be responsible for any contamination found on the old dump site land?

Mr. Lawen indicated testing has been completed and the land is clear of any contamination.

Peter Haas asked if the building would be equipped with a sprinkler system?

Mr. Lawen replied there would be a sprinkler system installed. He then went back to describing the floor plan for the units and stated all units will be equipped with five appliances. He also described some unique characteristics to the face of the building.

Councillor McCluskey asked if pets will be allowed in the building?

Mr. Lawen stated this is yet to be determined.

An unknown speaker asked the status of the Woodland Ave development proposal?

Ms. Koblents was not able to speak to the status of the Woodland Ave case and stated she will provide the resident with the name and contact details of the responsible planner after the meeting.

A brief discussion followed regarding the height of the proposed building and the adjacent building causing a tunnel effect.

Ms. Koblents explained the development will be located below a slope. She stated Department of Transportation & Public Works has already made them shift the building and parking, from one of his original plans to be ten metres away from the property line. The development will now be set back quite a distance from the property line and there will be no tunnel effect on Woodland Ave.

Mary Clayfield asked Ms. Koblents to clarify where Woodland Ave ends and Highway # 118 begins?

Ms. Koblents indicated the division is roughly where Woodland Ave intersects with Lancaster Drive and Mic Mac Blvd. The road is considered Provincial highway but is still called Woodland Ave.

Andrew, a young resident of the area, commented the design of the building looks great and he believes it would be a welcome site in the neighbourhood and stated he would like to see sidewalks on Horizon Court for pedestrian safety.

Reed Pleasant asked if the presumed 16 month construction period would be stated in the DA as a requirement?

Mr. Lawen indicated a estimated time line is not normally negotiated in a DA considering it is only valid for two years.

Reed Pleasant asked if time lines could be incorporated in the DA? He suggested the reason being because of the Can Euro development that has been under construction for some time now.

Ms. Koblents indicated development phasing could be looked at.

Jerry Pye requested sidewalk and curbing relating to this development be concrete and included into the development agreement.

Mr. Lawen agreed all curb and sidewalk construction should be concrete.

Ms. Koblents replied this could not be included in the agreement because Horizon Court belongs to another owner. She explained this agreement will be a contract between HRM and this owner.

Jerry Pye commented in order for this development to be approved they could certainly comply with concrete curb and sidewalk.

Mr. Lawen indicated the concrete curb is already there.

Jerry Pye asked with respect to the sidewalk does the developer have an obligation to pedestrian safety?

Ms. Koblents reiterated Horizon Court is privately owned and Dexel has no obligation.

Mr. Lawen indicated sidewalks have been incorporated within his development from the beginning.

Peter Haas indicated the DA between HRM and Can Euro also include concrete sidewalks and he assumes the same will be expected of Dexel.

Jerry Pye asked if a traffic study will be done to include this development? He commented he hopes his public transit comments will be considered for this site. He would also like to see landscaping specifics laid out clearly in this DA. He feels there is an unusual shift in the way things are laid out compared to the way they unfold in this community.

Mr. Lawen suggested Mr. Pye speak with residents of present developments, to see the high quality standards Dexel feels it's important to provide to residents and stated we believe what is good for the community is good for us.

Jerry Pye asked how the planning department can justify designating this area as a high-density development area in the new Regional Plan.

Ed Gorber suggested this development is the closest to the envisioned use the committee decided upon and stated it does seem reasonable for the community.

Mr. Lawen agreed with Mr. Gorber's comments and stated he believes this development will be a added benefit to the community.

Peter Greer a representative of the Carpenters Union spoke in favour of this development and the developer. He stated Dexel's developments are high quality construction.

A discussion followed regarding concrete wall construction and safety issues.

Ms. Koblents indicated all construction must meet the National Building Code requirements.

Andrew, the young gentleman, asked if Mr. Jahncke could give a description of the Maybank Park area issues?

Rob Jahncke explained that Parkland Planning will be completing a site design exercise to fully understand the park's deficiencies.

Jerry Pye asked if national park standards will apply to this site?

Mr. Jahncke replied there are no national standards for municipal parks. He explained the service delivery area and that Maybank was considered more than just a local park and that Parkland Planning feels the area would best be utilized if it combined active and passive recreation areas. He explained this location can offer service delivery to a broad area.

Jerry Pye asked when a final decision would be made on the park layout?

Mr. Jahncke indicated Parkland Planning is in the design stage and could not give a definite time line for the completion. He stated Mr. Lawen is waiting for this as well.

Peter Greer asked if a committee will be formed to help design the parkland?

Mr. Jahncke indicated this would not be the case and but that Parkland Planning would rely on public consultation and Council to fully understand the resident's views.

Andrew asked if Mr. Jahncke could explain what he meant by a park that will accommodate both passive and active recreation?

Mr. Jahncke replied.

Ms. Koblents asked if there were any more questions? She then explained residents will be notified by mail in advance of the public hearing as well as newspaper ads that run two consecutive Saturdays before the hearing will be held. She described the development agreement process remaining and the approximate time lines.

Ms. Koblents thanked everyone for their time and closed the meeting.

Meeting Adjournment

Meeting adjourned at approximately 9 p.m.

ATTACHMENT "B"
MPS Policies

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:

- (a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;
- (b) adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;
 - (ii) traffic generation, access to and egress from the site; and
 - (iii) parking;
- (c) adequacy or proximity of schools, recreation areas and other community facilities;
- (d) adequacy of transportation networks in, adjacent to, and leading to the development;
- (e) adequacy of useable amenity space and attractive landscaping such that the needs of a variety of household types are addressed and the development is aesthetically pleasing;
- (f) that mature trees and other natural site features are preserved where possible;
- (g) adequacy of buffering from abutting land uses;
- (h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and
- (i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).

Policy IP-1(c)

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

- (1) that the proposal is in conformance with the policies and intents of the Municipal Development Plan
- (2) that the proposal is compatible and consistent with adjacent uses and the existing development form in the area in terms of the use, bulk, and scale of the proposal
- (3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries
- (4) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the City is to absorb any costs relating to the development
 - (ii) the adequacy of sewer and water services and public utilities
 - (iii) the adequacy and proximity of schools, recreation and other public facilities
 - (iv) the adequacy of transportation networks in adjacent to or leading to the development
 - (v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas
 - (vi) preventing public access to the shorelines or the waterfront
 - (vii) the presence of natural, historical features, buildings or sites
 - (viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized
 - (ix) the detrimental economic or social effect that it may have on other areas of the City.
- (5) that the proposal is not an obnoxious use
- (6) that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or near by land uses and public facilities. Such controls may relate to, but are not limited to, the following:
 - (i) type of use, density, and phasing
 - (ii) emissions including air, water, noise
 - (iii) traffic generation, access to and egress from the site, and parking
 - (iv) open storage and landscaping
 - (v) provisions for pedestrian movement and safety

- (vi) management of open space, parks, walkways
 - (vii) drainage both natural and sub-surface and soil-stability
 - (viii) performance bonds.
- (7) suitability of the proposed site in terms of steepness of slope, soil conditions, rock outcroppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors
- (8) that in addition to the public hearing requirements as set out in the Planning Act and City by-laws, all applications for amendments may be aired to the public via the "voluntary" public hearing process established by City Council for the purposes of information exchange between the applicant and residents. This voluntary meeting allows the residents to clearly understand the proposal previous to the formal public hearing before City Council

MTT Lands - Woodland Avenue (PID No. 40173668)

The Maritime Telephone and Telegraph Dartmouth Works Centre operated at this site for more than twenty years. The large graded site is strategically placed in relation to surrounding residential and commercial development. An opportunity for redevelopment of the site exists given its proximity to Woodland Avenue and Highway No. 111, and the regional shopping facilities at Mic Mac Mall. The community planning process carried out in 2000/01 supports redevelopment for multiple unit residential and/or office uses; however, a major retail facility(s) is not desired by the community. Access to the MTT site requires resolution prior to the consideration of any development proposal. No vehicular access will be allowed from Woodland Avenue.

Policy H-18 *Redevelopment of the former MTT works centre site (PID #40173668) for multiple unit residential use shall be subject to the requirements for Policy IP-5. Notwithstanding the Residential Designation and R-3 zoning, office development with associated retail uses including but not limited to small restaurants, pharmacy and/or convenience store may also be considered by development agreement pursuant to the provisions of Policy IP-1(c).*

(Regional Council January 29, 2002: Effective March 2, 2002)

ATTACHMENT "D"
Proposed Development Agreement

THIS AGREEMENT made this _____ day of _____, 2006,

BETWEEN:

OLLIVE PROPERTIES LIMITED
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on Woodland Avenue (PID #40173668), Dartmouth, Nova Scotia, and which said lands are more particularly described in Schedule 'A' to this Agreement;

AND WHEREAS the Developer will purchase additional lands as shown on Schedule 'B' (hereinafter collectively called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for the construction of a multiple unit residential building with associated commercial space on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Dartmouth;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on _____, 2006, referenced as Municipal Case Number 00728;

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 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 The Developer agrees that all parcels of the Lands shall be consolidated into one lot prior to issuance of a development permit.
- 1.3 Except as otherwise provided for herein, development and use of the Lands shall comply with the requirements of the Dartmouth Land Use By-law, as may be amended from time to time.

- 1.4 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Dartmouth, as may be amended from time to time.
- 1.5 Pursuant to Section 1.3 and 1.4, 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 and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands. For greater clarity, the following municipal bylaws and policies are identified which the Developer hereby agrees to comply with:
- Bylaw B-201 - Building Bylaw
 - Bylaw B-600 - Blasting Bylaw
 - Bylaw N-200 - Noise Bylaw
 - Bylaw S-800 - Dartmouth Sign Bylaw
 - Bylaw S-300 - Streets
 - Bylaw L-100 - Local Improvement Charges
 - HRM Municipal Service System Specifications
 - NSDEL Erosion & Sedimentation Control Handbook for Construction Sites
 - NSDEL Guidelines for the Management of Contaminated Sites in Nova Scotia
 - Water Approvals Regulations made under Section 66 of the NS Environment Act
 - NSTPW Regulations for Advertising Signs on Public Highways
- 1.6 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 and Subdivision 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.
- 1.7 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer or lot owner.
- 1.8 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: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop and use the Lands in a manner which in the opinion of the Development Officer is substantially in conformance with plans filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00728 and attached as the following Schedules to this Agreement:

Schedule 'A'	Legal Description of the Lands
Schedule 'B'	Site Plan + Plant List
Schedule 'C'	Building Elevations
Schedule 'D'	Floor Plans (parking, commercial level, first floor level)
Schedule 'E'	Proposed Site Servicing Plan
Schedule 'F'	Proposed Site Grading Plan
Schedule 'G'	Proposed Storm Management Plan
Schedule 'H'	Proposed Sedimentation/ Erosion Control Plan

2.2 Permitted Uses

- 2.2.1 The use of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, is a multiple unit dwelling(s) for a maximum of 168 units, at a density not to exceed 120 one bedroom, 48 two or three bedroom units.
- 2.2.2 In addition to 2.2.1, no more than 30,000 square feet of ground floor commercial space is permitted. Such commercial space should be intended to serve the local community and shall be limited to:
- (a) professional / business offices (e.g. legal, insurance, real estate);
 - (b) individual retail or service uses no greater than 5,000 square feet each such as convenience stores (e.g. food, video); specialty retail (e.g. bakery, deli, gifts); personal service shops (e.g. tailor, hair salon); sit down restaurants, cafes, coffee shops; banks; and pharmacies;
 - (c) medical clinics;
 - (d) uses accessory to any of the foregoing uses
- 2.2.3 Commercial uses are only permitted on the ground floor.
- 2.2.4 A minimum of 3,600 square feet shall be provided and designated as common internal amenity area set aside for residents' recreational purposes (e.g. multi-purpose room, fitness room, workshop, etc.) as generally shown on Schedule 'D'.

2.3 Subdivision and Phasing

- 2.3.1 The Developer may subdivide the Lands as generally shown on Schedule 'B' provided there is a minimum 15' setback from the second floor of Building B to the proposed property line and subject to the approval of the Development Officer and provided that each lot meets all applicable building code requirements and that individual services (including but not limited to sanitary, storm, water, access, parking, landscaped amenity areas, and paths to Maybank Park) are provided for each parcel. Service easements may be established where required.
- 2.3.2 The project may be built and approved in phases as generally shown on Schedule 'B'.

2.4 Buildings/Architecture / Siting / Bulk/ Scale

- 2.4.1 The Developer shall construct a building on the Lands, which is substantially in conformance with Schedules 'B' through "D" attached hereto, including the location, size, height, architectural design, and type of exterior materials.
- 2.4.2 The minimum setback for buildings and parking from Woodland Avenue shall be no less than 10 metres and the maximum building lot coverage shall not exceed 26 % of the lot. Section 2.3.1 notwithstanding, the remaining setbacks shall be a minimum of one half the height of the adjacent side of the building.
- 2.4.3 The Developer agrees that the building constructed on the Lands shall not exceed seven (7) storeys including any penthouses, over a parking structure, notwithstanding any protruding elevator shaft. The building shall have the appearance of two towers connected on the ground level by a one storey building. The towers shall be separated by minimum of sixty (60') feet.
- 2.4.4 Construction materials shall be predominantly concrete construction; dark colour aluminum rails for balconies; joined architectural precast exterior with sandstone texture and a darker shade at ground floor; aluminum frames for commercial level windows.
- 2.4.5 The roofline of the building shall contain cornice treatments as shown in Schedule 'C'.
- 2.4.6 The drop-off cover at the front entrance shall be designed in a complimentary style to the building and shall include at a minimum decorative posts with thickened bases and cornice treatment similar to that used on the roofline of the building, as shown in Schedule 'C'.
- 2.4.7 Exposed foundation (external exposed concrete podium walls) greater than 2' high to have a finish resembling mortar joints of a large stone foundation, as detailed in Schedule 'C'.

2.4.8 The garage entrance to Building B may be eliminated and all underground parking may be accessed from Building A, provided applicable building codes are met, and access easements provided if lots are subdivided.

2.4.9 The Development Officer may approve modifications to the internal layout of the units, and reductions of the building footprint provided that overall unit number and type are not increased, and that such changes, in the opinion of the Development Officer, are minor in nature, and serve to further the intent of this agreement.

2.5 Signage

2.5.1 Notwithstanding proposed signage shown on Schedule 'B', any free standing ground sign fronting Woodland Avenue must have written approval submitted to the Development Officer from the NS Department of Transportation and Public Works.

2.5.2 Signage for the buildings shall be in accordance with the requirements of By-law S-800 of the former City of Dartmouth Bylaws, except that no billboards, mobile or moveable signs shall be permitted, nor signs with any moving parts or flashing lights, except that sandwich boards may be used on the sidewalks around the building.

2.5.3 Signs for the commercial uses may include fascia signs, projecting signs and canopy signs located along the ground floor level of the building.

2.6 Parking and Circulation

2.6.1 A minimum of 260 parking spaces shall be provided on the Lands. Minimum dimension of parking shall be 9' x 18' stalls with 20' wide aisles. Notwithstanding the foregoing, up to one third of the individual parking spaces may be reduced in size to 7 feet by 16 feet minimum. Parking for the disabled shall be as required by the Building Code Act, including provision of applicable signage.

2.6.2 A maximum of 125 surface parking spaces shall be provided, including parking for the disabled, but not including service parking. Additional parking may be permitted if located underground.

2.6.3 The Development Officer may approve modifications to parking location provided these are minor in nature and serve to improve the overall appearance of the development.

2.6.4 All external driveways and circulation aisles shall be concrete or asphalt, and the perimeter of all external driveways, parking areas and landscaped islands shall be defined by concrete curb unless indicated otherwise on Schedule F.

2.6.5 Bicycle Parking shall be provided in the form of a minimum of 2 exterior bicycle racks (DERO Hoop Rack or equivalent) containing space for 8 bicycles each (4 hoops) to be near the main entry doors as generally shown on Schedule 'B'; and two interior bicycle rooms (one in each of buildings A and B), each room to be a minimum dimension of 11' x 26' x 7' H and each containing no fewer than 34 bicycle racks (DERO Space Saver, or equivalent). Exterior bicycle racks shall be located under building overhangs near the main entrance, if possible.

2.7 Streets and Municipal Services

2.7.1 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater sewer and drainage system, 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 for herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.

2.7.2 The Developer shall have prepared by a Professional Engineer for submission and review final detailed plans illustrating proposed servicing, grading, stormwater management and vehicle access for the site. Said plans shall be subject to review and approval by the Development Engineer.

2.7.3 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, 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 Engineer.

2.7.4 Pursuant to this Section, no occupancy permit shall be issued for any dwelling unit on the Lands until all street improvements and/or reinstatement, municipal servicing systems and utilities have been completed, except that the occupancy permit(s) may, at the discretion of the Building Official, be issued subject to security being provided to the Municipality in the amount of 120 per cent of the estimated cost of completion of all outstanding work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality.

2.7.5 The Developer agrees that a local improvement charge shall be payable to the Municipality toward the costs of upgrading the interchange at Micmac Boulevard/Highway 111 as per By-Law L-100 respecting Local Improvements.

2.8 On Site Landscaping and Amenity Space

- 2.8.1 Open space for passive and active recreation use by residents shall be provided, on the landscaped podium deck, and ground level as shown on Schedule "B". A detailed landscaping plan stamped by a professional Landscape Architect who is a member in good standing with the Canadian Society of Landscape Architects shall be submitted with the application for Building and Development Permits. The landscaping plan shall provide details of the location of plant material on all ground level open spaces, entry plazas, and podium areas. A minimum amount of new plant material at the minimum sizes indicated on Schedule 'B' shall be required. The plan shall also specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features (planters, gazebos, pools, benches, etc.). A minimum of four (4) benches (two for each building) and one gazebo, and one stream crossing shall be provided.
- 2.8.2 Should the property be subdivided, access easements in favour of Building A shall be provided over the outdoor amenity area where the gazebo, future pool, and stream crossing ("proposed bridge") are shown on Schedule 'B'.
- 2.8.3 A minimum of 30 of the trees listed on Schedule 'B' (50/50 split evergreen/deciduous) with minimum height at planting of 150cm (evergreens) and a minimum caliper of 60mm (deciduous) shall be planted between the edge of parking and the property line on Woodland Avenue. There shall be planting beds at the base of any free standing signs facing Woodland Avenue.
- 2.8.4 Any exposed foundation greater than two feet (2') high along both principal (long) facades of the buildings shall be screened by a foundation planting of evergreen shrubs and/or climbing vines.
- 2.8.5 The landscaping plan shall specify that all plant material conforms to the latest edition of the Canadian Nursery Trades Association Metric Guide Specifications, and that all new grass areas shall be sodded (not seeded) and conform to the Canadian Nursery Sod Growers' Specifications.
- 2.8.6 In addition to landscape measures outlined above, a certain amount of existing natural vegetation on the site shall be preserved as shown on Schedule 'B'. Vegetation located within these areas shall be protected for the duration of construction through the erection of protective fencing outside the dripline of all trees to be preserved. No excavation or stockpiling of soil or other materials shall be permitted within the fenced areas, and any damaged limbs or roots shall be properly pruned.
- 2.8.7 An outdoor swimming pool may be constructed in the area as generally shown on Schedule 'B'. Associated structures for storage of pumps, chemicals, change rooms, or showers, may

be permitted upon conformance with applicable regulations and approval of Development Officer.

- 2.8.8 Any propane tanks or chemical storage (for possible pool) located outside the buildings shall be screened on all sides by means of opaque fencing or masonry walls and suitable landscaping. No other outdoor storage shall be permitted on the Lands.
- 2.8.9 Concrete or gravel surfaced wheelchair accessible pathways around the building shall be constructed as generally shown on Schedule "B". Asphalt surfacing may replace gravel.
- 2.8.10 Private amenity space in the form of balconies or ground/podium level terraces shall be provided for each unit. No balcony shall have a minimum dimension less than five (5) feet and podium decks shall be landscaped with grass and/ or other plants.
- 2.8.11 The Development Officer may approve modifications to the species of plant stock provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.
- 2.8.12 Prior to issuance of an occupancy permit for each phase, certification in the form of a letter by a Landscape Architect who is a member in good standing of the Canadian Society of Landscape Architects shall be provided confirming that landscaping measures have been completed for each phase in accordance with the landscaping plan submitted and Section 2.8 of this agreement.
- 2.8.13 An occupancy permit may be issued provided that the developer supplies a security deposit in the amount of 120 percent of the estimated cost to complete the landscaping for the phase for which the occupancy permit is being sought. The security deposit shall be in the form of a certified cheque or an automatically renewing letter of credit issued by a chartered bank to the Development Officer. Should the developer not complete the landscaping within 18 months of issuance of the occupancy permit, the Municipality may use the deposit to complete the landscaping as set out in Schedule B and section 2.8. 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.

2.9 Lighting

All building and site lighting shall be ornamental. No 'cobrahead' style lighting shall be used.

2.10 Solid Waste Facilities

- 2.10.1 The underground parking garage 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 Official in consultation with the Manager of Solid Waste Resources.

2.11 Public Park Dedication

- 2.11.1 The Developer agrees to provide two lump sum contributions toward development of the Maybank Community Park on Micmac Boulevard for a total amount of \$150,000. The first portion (\$75,000) shall be paid prior to issuance of the first residential occupancy permit, and the remaining \$75,000 shall be paid prior occupancy permit being issued for the 85th residential unit. The Municipality agrees that the full amount shall be utilized for improvements to the Maybank Community Park and the Municipality will use the Maybank Community Park site plan (prepared by others) to guide park improvements. A maximum of \$20,000 of these funds may be used by the Municipality to engage a professional Landscape Architect to prepare the site plan. The Municipality agrees that the Developer will be consulted to help determine implementation priorities based on the site plan and that at least a portion of these funds shall be used to extend a trail connection from the Lands into the Park.
- 2.11.2 The Municipality acknowledges that payments made under Section 2.11.1 shall absolve the Developer from any further obligation to contribute to public parkland if and when the lands are subdivided at a future date.

2.12 Environmental Protection Measures

- 2.12.1 Prior to the commencement of any site works on the Lands the Developer agrees to:
- i) Carry out further intrusive soil/ groundwater investigations in the location directly beneath the former MTT warehouse building. Prior to issuance of a development permit, the Developer will submit to the Development Officer written verification prepared by a qualified Environmental Site Professional that no unacceptable contaminant impacts or risks are present under the former building. If unacceptable impacts or risks are present, then written confirmation by a qualified Environmental Site Professional shall be submitted verifying that such impacts or risks have been dealt with in accordance with Nova Scotia Department of Environment and Labour "Guidelines for the Management of Contaminated Sites", and that environmental conditions on the property are consistent with future residential occupation.

- ii) Submit a detailed erosion and sedimentation control plan, in accordance with the Nova Scotia Department of Environment and Labour Erosion and Sedimentation Control Guidelines for Construction Sites, prepared by an Engineer of suitable discipline licensed to practice in the Province of Nova Scotia, indicating the sequence of construction, the areas to be disturbed, and all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during development; and in advance of any anticipated rainfall events.
 - iii) Submit a detailed final site grading and storm water management plan which shall include an appropriate storm water collection and treatment system, and submit written confirmation from the Nova Scotia Department of Environment and Labour or an engineer of suitable discipline that any water approvals required under Section 66 of the NS Environment Act have either been obtained or are not required. The developer must comply with changes to the drainage plan if such are required at the request of NSDEL.
 - iv) Post security in the amount of \$10,000.00, to ensure that all environmental protection measures are properly implemented and maintained. The security shall be in favour of HRM and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer within eight (8) months of the date of issuance of the final occupancy permit, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer;
- 2.12.2 Modifications to the approved site grading and finished elevations may be approved by the Development Officer on the advice of the Development Engineer, provided that such modifications are minor and further the intent of this Agreement.
- 2.12.3 The Developer agrees to provide professional site supervision during mass excavation and installation of services to ensure that the environmental protection measures are properly implemented and maintained.
- 2.12.4 If the Developer fails at any time during any phase of site work to fully conform to the approved environmental protection plans as required under section 2.12, the Municipality shall redeem the provided security and undertake the required measures as deemed appropriate, including but not limited to:
- (i) the installation of appropriate on-site and off-site erosion and sedimentation control measures and interim stormwater management measures to ensure compliance with the approved plans;

- (ii) protection and stabilization of exposed surfaces and stockpiles of materials prior to anticipated rain events;
- (iii) the identification and remediation of any sedimentation which has occurred on HRM property or within an HRM storm water system, and the installation of temporary measures within a watercourse as may approved by the Nova Scotia Department of Environment and Labour to reduce the potential for introduction of suspended solids into any watercourse.

2.12.5 The Developer shall be responsible for all costs in this regard exceeding the posted security.

2.13 Maintenance

2.13.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the buildings, retaining walls and fencing, lighting, pathways, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, and snow removal/salting of walkways, driveways and parking areas.

2.13.2 With respect to the maintenance of the stormwater management system, the Developer agrees to retain a qualified person to inspect and clean all facilities, including catch basins, stormwater pipe systems, on at least an annual basis, or as per manufacturer or installer specifications. Any removed contaminants shall be disposed of according to all applicable guidelines and regulations of the N.S. Department of Environment.

PART 3: AMENDMENTS

3.1 The following items are considered by both parties to be non-substantial matters and may be amended by resolution of Harbour East Community Council:

- b) An increase in height to eight (8) stories provided the building footprint is reduced and the proposed unit quantity and type as well as the proposed number of surface parking spaces are not increased. The side and rear yards must remain a minimum of one half the height of the adjacent side of the building and architectural character remains the same.
- c) Changes to the exterior architectural appearance of the buildings or the design, layout and positioning of the buildings, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are minor in nature;

- 3.2 Amendments to any matters not identified under section 3.1 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 Notwithstanding any subdivision approvals granted pursuant to this Agreement or any transfer or conveyance of any lot or of all or any portion of the Property, this Agreement shall continue to apply to and bind the Developer, the Property and each lot and the Developer shall continue to be bound by all terms and conditions of this Agreement.
- 4.4 Upon the transfer of title of any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.5 Notwithstanding Section 4.4 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this Agreement and any Subdivision Agreement entered pursuant to this Agreement.
- 4.6 In the event that construction on the Lands has not commenced within 5 (five) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the pouring of the footings for the foundation for the building.
- 4.7 Upon the completion of all development on the Lands, or portions thereof, or after 10 (ten) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

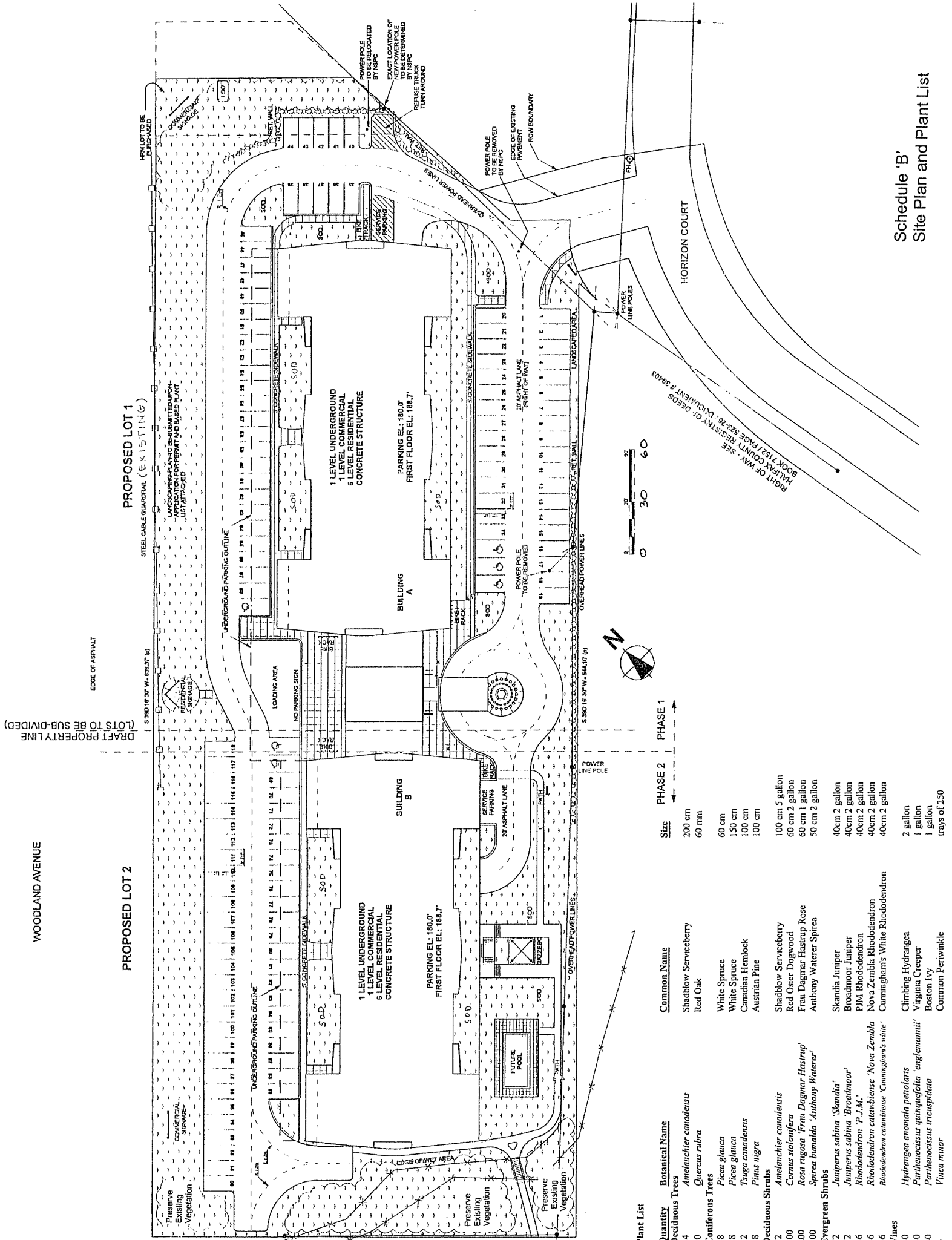
- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
 - (b) the Municipality may enter onto the Property 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 development 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 Property 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; and/or
 - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

)	<u>OLLIVE PROPERTIES LIMITED</u>
)	
)	
)	
)	
per: _____)	per: _____

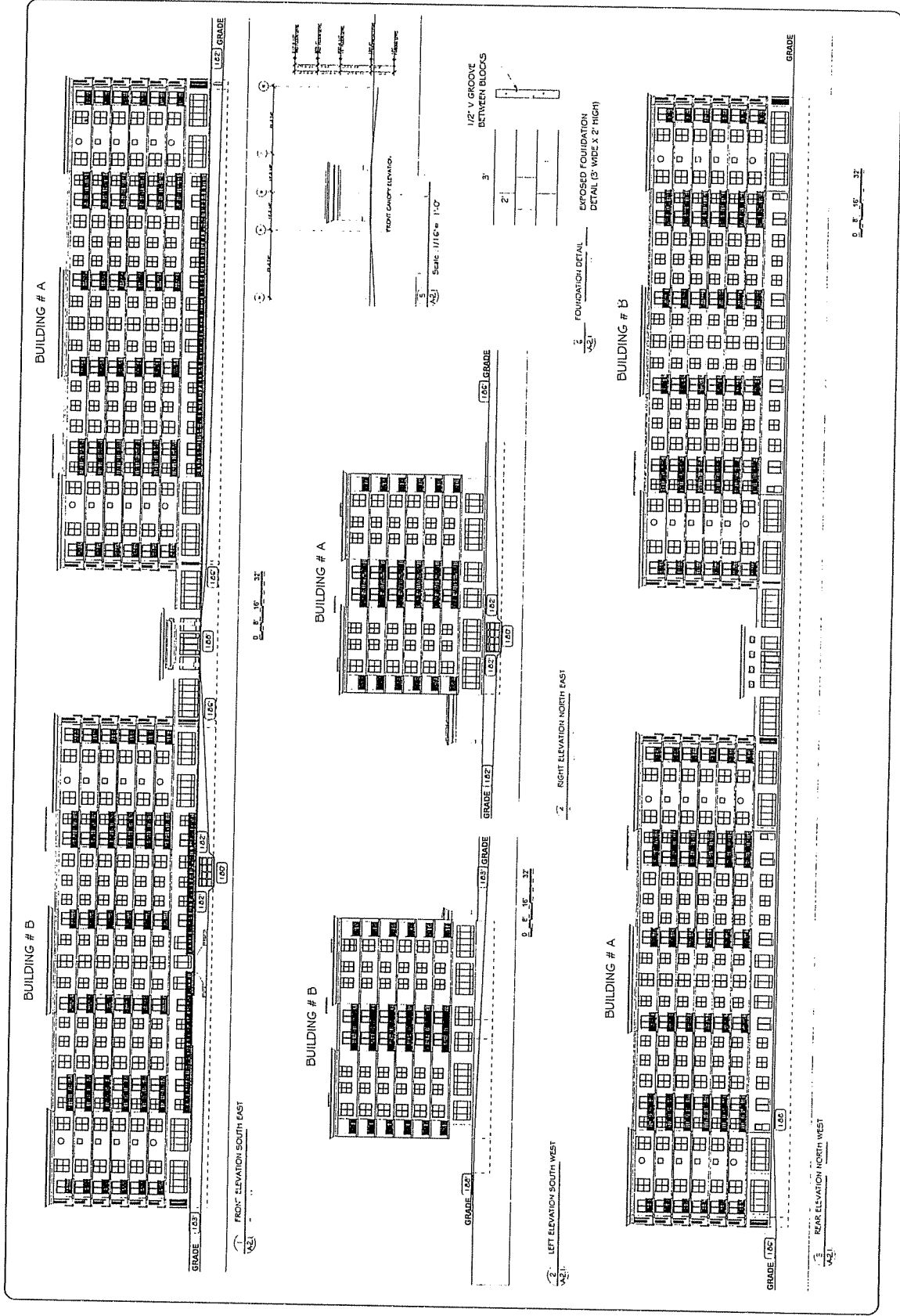
Sealed, Delivered and Attested)	HALIFAX REGIONAL MUNICIPALITY
by the proper signing officers of)	
Halifax Regional Municipality)	
duly authorized on that behalf)	per: _____
in the presence of:)	MAYOR
)	
)	
per: _____))	per: _____
		MUNICIPAL CLERK



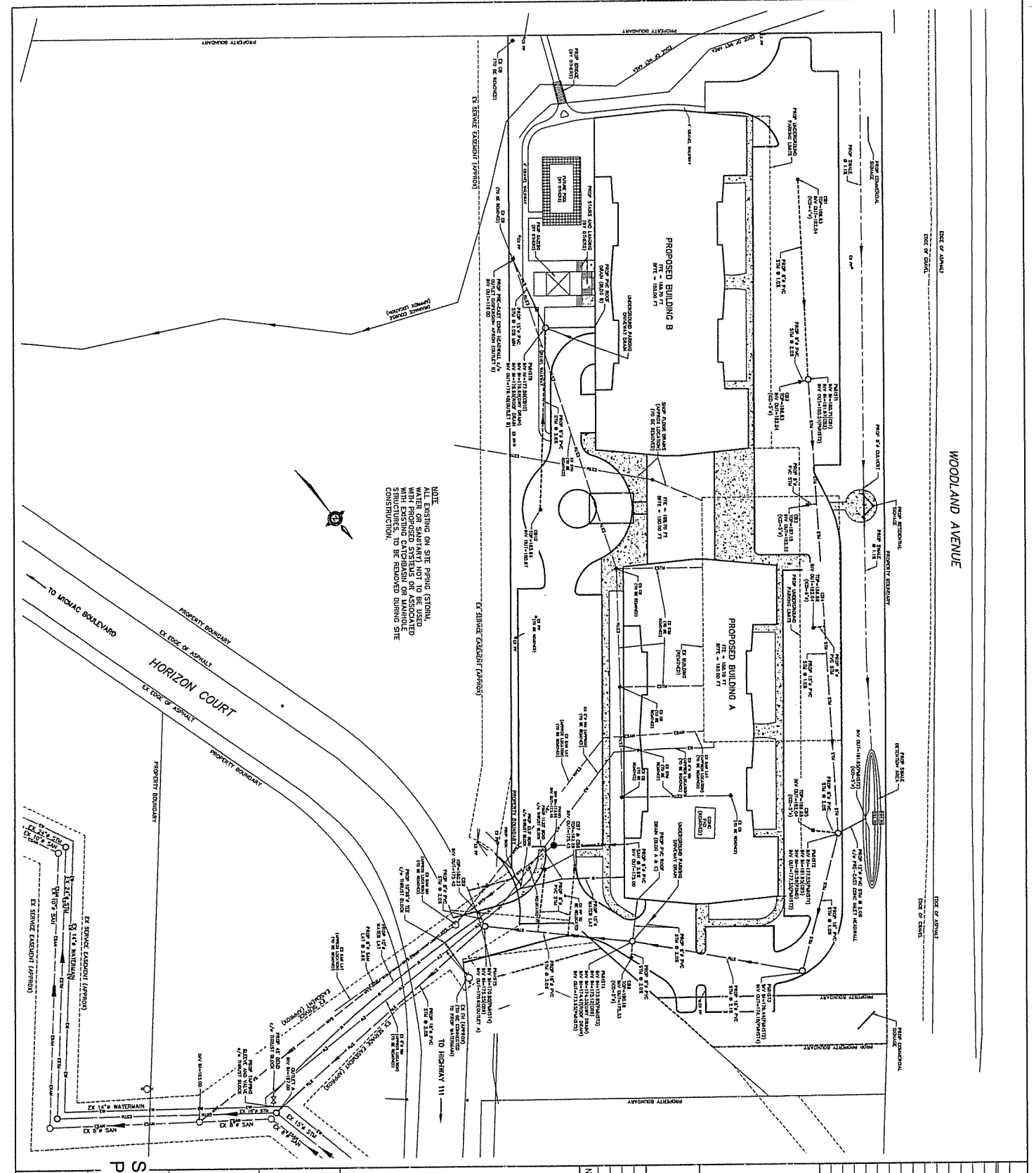
Schedule 'B'
Site Plan and Plant List

Plant List

Quantity	Botanical Name	Common Name	Size
24	<i>Amelanchier canadensis</i>	Shadblow Serviceberry	200 cm
30	<i>Quercus rubra</i>	Red Oak	60 mm
Coniferous Trees			
18	<i>Picea glauca</i>	White Spruce	60 cm
18	<i>Picea canadensis</i>	White Spruce	150 cm
12	<i>Tsuga canadensis</i>	Canadian Hemlock	100 cm
18	<i>Pinus nigra</i>	Austrian Pine	100 cm
Deciduous Shrubs			
72	<i>Amelanchier canadensis</i>	Shadblow Serviceberry	100 cm 5 gallon
100	<i>Cornus stolonifera</i>	Red Osier Dogwood	60 cm 2 gallon
200	<i>Rosa rugosa</i> 'Frau Dagmar Hastrup'	Frau Dagmar Hastrup Rose	60 cm 1 gallon
100	<i>Spiraea bumalda</i> 'Anthony Waterer'	Anthony Waterer Spiraea	50 cm 2 gallon
Evergreen Shrubs			
72	<i>Juniperus sabinna</i> 'Skandia'	Skandia Juniper	40cm 2 gallon
72	<i>Juniperus sabinna</i> 'Broadmoor'	Broadmoor Juniper	40cm 2 gallon
36	<i>Rhododendron</i> 'P.J.M.'	PJM Rhododendron	40cm 2 gallon
36	<i>Rhododendron catawbiense</i> 'Nova Zembla'	Nova Zembla Rhododendron	40cm 2 gallon
36	<i>Rhododendron catawbiense</i> 'Cunningham's white'	Cunningham's White Rhododendron	40cm 2 gallon
Vines			
40	<i>Hydrangea anomala petiolaris</i>	Climbing Hydrangea	2 gallon
40	<i>Parthenocissus quinquefolia</i> 'englemanni'	Virginia Creeper	1 gallon
40	<i>Parthenocissus tricuspidata</i>	Boston Ivy	1 gallon
4	<i>Vitica minor</i>	Common Periwinkle	trays of 250



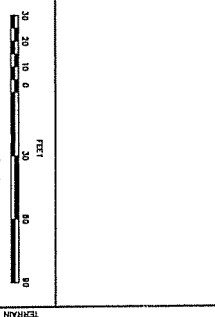
Schedule 'C'
Building Elevations



NOTE:
ALL EXISTING ON SITE PILING (STEEL,
WATER OR SANDFILL) NOT TO BE USED
FOR FOUNDATION SUPPORT FOR NEW
STRUCTURES. TO BE REMOVED DURING SITE
CONSTRUCTION.

WOODLAND AVENUE

DESCRIPTION	SYMBOL
EX. CONC. OF PARKING	————
WATER MAIN	————
SEWER MAIN	————
STORM SEWER	————
PROP. GAS	————
CENTER EASEL LINE	————
PROPERTY BOUNDARY	————
SUBDIVISION	————
CATCH BASIN	□
FLOW DIRECTION ARROW	→
PRE. HYDRANT	⊕
EXHIBIT	⊖
CULVERT	⊖
GRASSY	⊖
ROAD SIGN	⊖
PROP. GRAVE	⊖
EDGE OF ASPHALT	————
EDGE OF DRIVE	————



NO.	DESCRIPTION	CHK'D	DATE
1	DESIGNED AS PER CLIENT COMMENTS		09-10-05
2	REVISION		13-DEC-05
3	ISSUED FOR REVIEW		17-DEC-05

terra™
THE SCIENCE OF PRACTICAL SOLUTIONS

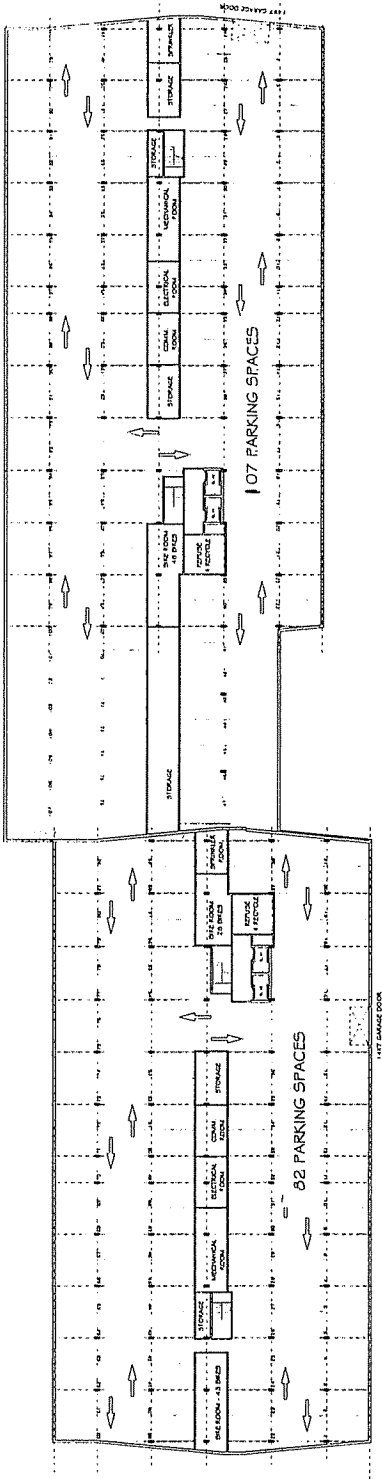


CLIENT
 DEXEL
 DEVELOPMENTS
 HALEFX, NOVA SCOTIA
 PROJECT
 AVONHURST GATE
 5 HORIZON COURT, DARTMOUTH, NOVA SCOTIA
SHEET DESCRIPTION

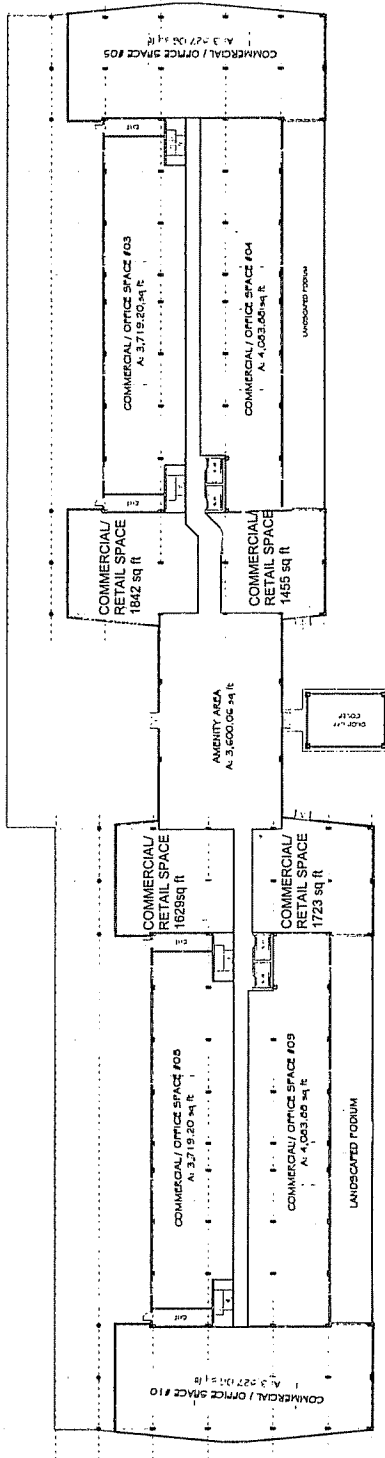
Schedule 'E'
Proposed Site Servicing Plan

DATE: 12-24-05
 HORIZ. SCALE: 1"=30'
 VERT. SCALE: N/A
 DRAWN: DJD
 CHECKED: GRS
 DMC. NO.: B05092001

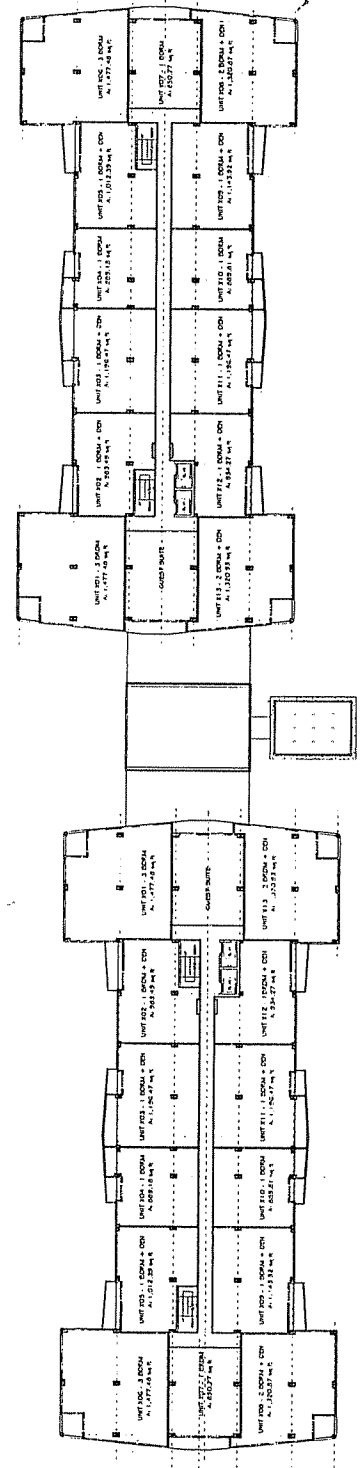
SHEET **1** OF **4**



1 PARKING LEVEL
A.U.



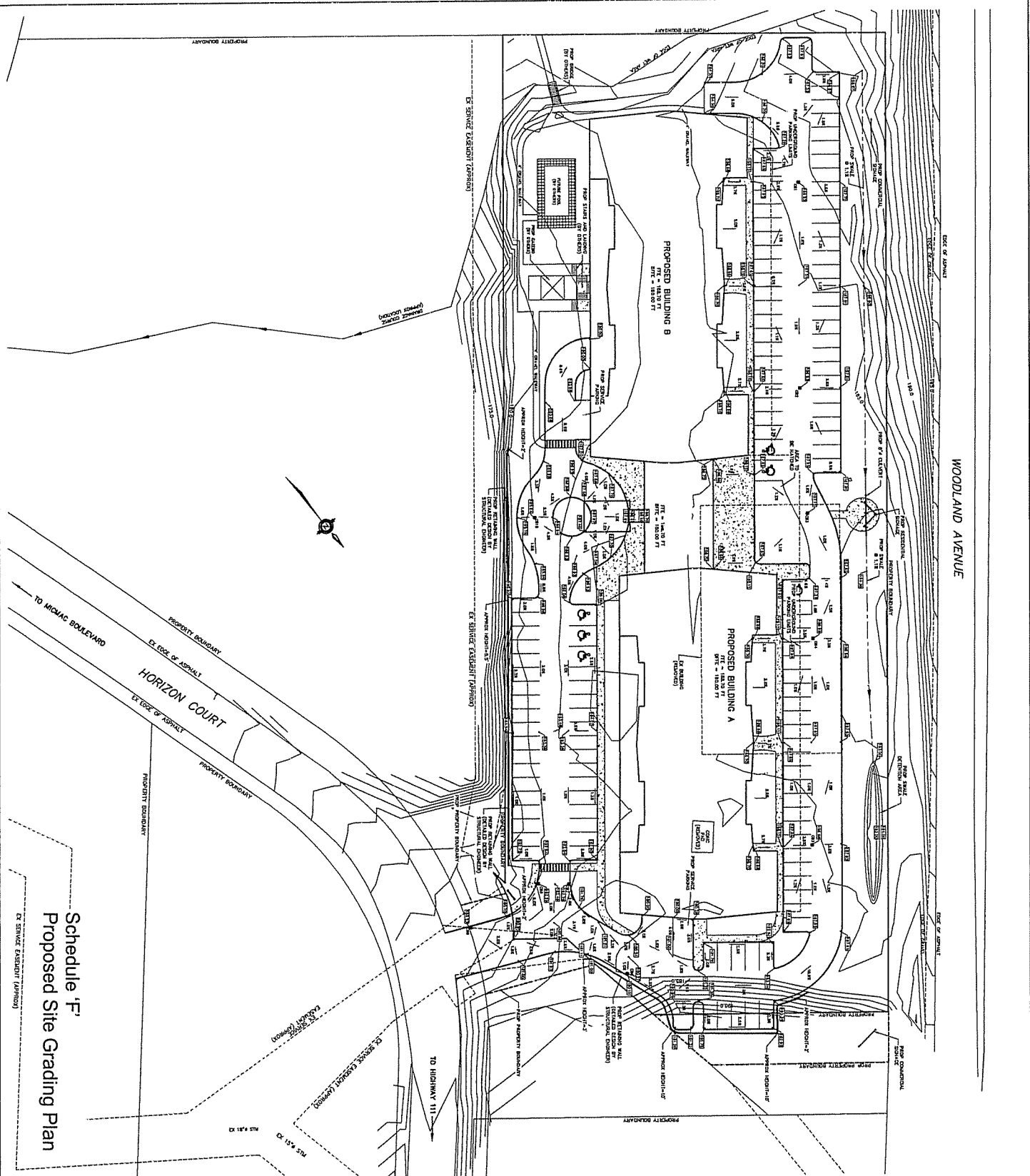
2 COMMERCIAL LEVEL
A.U.



3 FIRST FLOOR LEVEL
A.U.

Schedule 'D'
Typical Floor Plans

0 20'



WOODLAND AVENUE

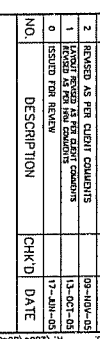
HORIZON COURT

Schedule 'F'
Proposed Site Grading Plan

LEGEND

DESCRIPTION	SYMBOL
EXISTING OR PROPOSED	
WATERMAIN	—
SEWER	—
STORM SEWER	—
PROP. DRIVE	—
CATCH BASIN (ELEV.)	□
PROPERTY BOUNDARY	—
SMALL PITCH	—
CATCH BASIN	□
LOW DIRECTION ARROW	→
PROP. PROPERTY BOUNDARY	—
EXISTING	—
PROPOSED	—
ROAD SIGN	—
REWORK	—
PROPOSED DRIVE	—

NO.	DESCRIPTION	CHK'D	DATE
1	REVISION AS PER CLIENT COMMENTS		09-10-05
2	REVISION AS PER CLIENT COMMENTS		13-06-05
3	ISSUED FOR REVIEW		17-08-05



terrain
THE SCIENCE OF PRACTICAL SOLUTIONS

14 80434422
Georgetown, Nova Scotia
25 Union Street
Tel: 902.631.6165
www.terrain.ns.ca
Bridgesville, Nova Scotia

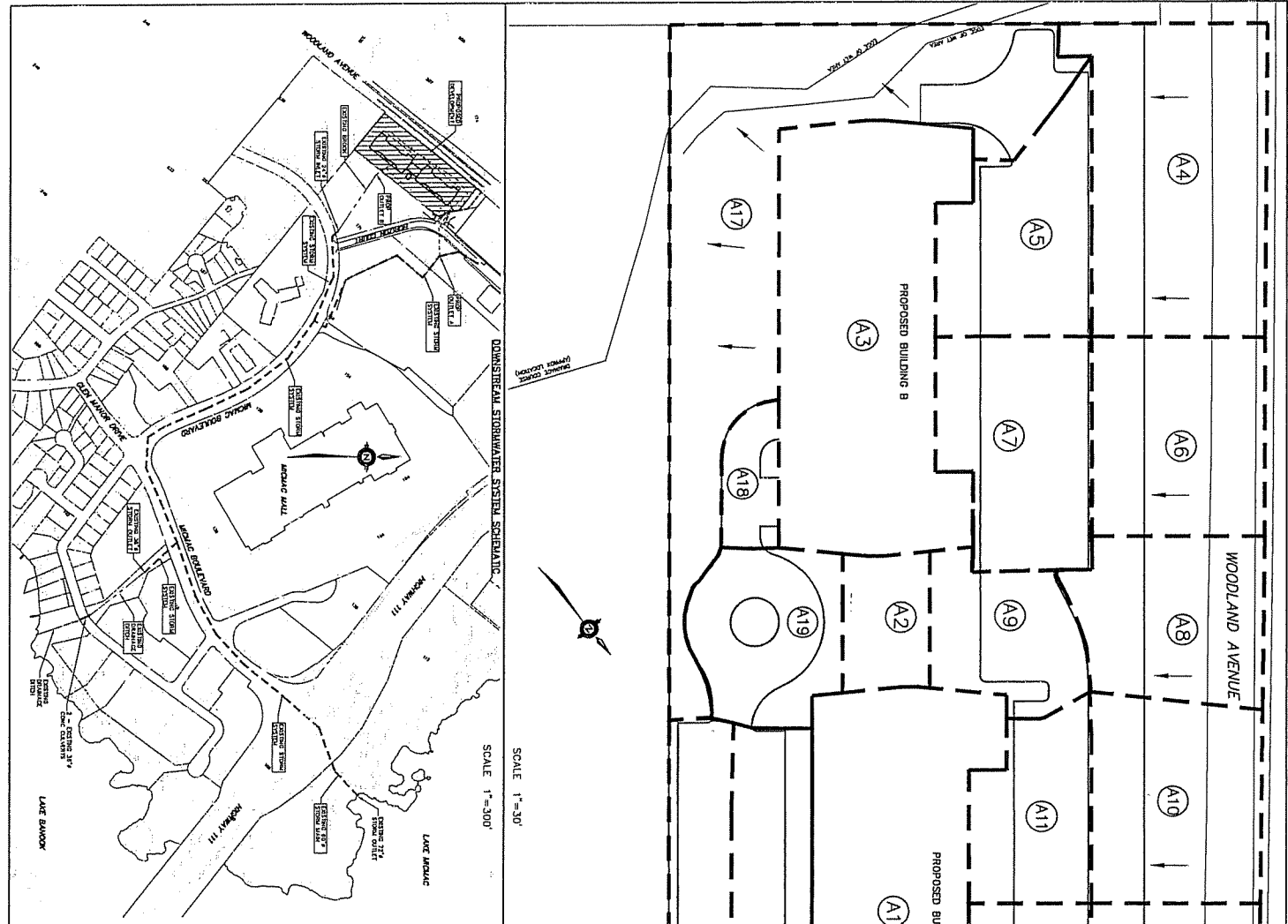


CLIENT
DEXEL DEVELOPMENTS
HALIFAX, NOVA SCOTIA
PROJECT
AVONHURST GATE
6 HORIZON COURT, DARTMOUTH, NOVA SCOTIA
SHEET DESCRIPTION

PROPOSED SITE GRADING
AND LINE PAINTING PLAN

DATE: 17-JUNE-2005
HORIZ. SCALE: 1"=50'
VERT. SCALE: 1"=4'
DRAWN: [Signature]
CHECKED: [Signature]
DATE: 17-JUNE-2005

SHEET **2** OF **4**



SCALE 1"=30'

SCALE 1"=300'

NO.	CONCENTRATION (MG/L)	FLOW (MGD)	LOAD (MGD)	REQUIREMENT (MGD)	EXCESS (MGD)
1	0.01	0.01	0.01	0.01	0.00
2	0.02	0.02	0.02	0.02	0.00
3	0.03	0.03	0.03	0.03	0.00
4	0.04	0.04	0.04	0.04	0.00
5	0.05	0.05	0.05	0.05	0.00
6	0.06	0.06	0.06	0.06	0.00
7	0.07	0.07	0.07	0.07	0.00
8	0.08	0.08	0.08	0.08	0.00
9	0.09	0.09	0.09	0.09	0.00
10	0.10	0.10	0.10	0.10	0.00
11	0.11	0.11	0.11	0.11	0.00
12	0.12	0.12	0.12	0.12	0.00
13	0.13	0.13	0.13	0.13	0.00
14	0.14	0.14	0.14	0.14	0.00
15	0.15	0.15	0.15	0.15	0.00
16	0.16	0.16	0.16	0.16	0.00
17	0.17	0.17	0.17	0.17	0.00
18	0.18	0.18	0.18	0.18	0.00
19	0.19	0.19	0.19	0.19	0.00
20	0.20	0.20	0.20	0.20	0.00
21	0.21	0.21	0.21	0.21	0.00

NO.	DESCRIPTION	PEAK FLOW (MGD)	PEAK FLOW (MGD)	PEAK FLOW (MGD)
1	PRE-DEVELOPED PEAK FLOW = 12.664	12.664	12.664	12.664
2	POST-DEVELOPE PEAK FLOW (UNCOMPENSATED) = 14.614	14.614	14.614	14.614
3	POST-DEVELOPE PEAK FLOW (COMPENSATED) (GRADE 0) = 11.744	11.744	11.744	11.744
4	POST-DEVELOPE PEAK FLOW (COMPENSATED) (GRADE 0) = 2.164	2.164	2.164	2.164

CLIENT
DEXTEL
DEVELOPMENTS
HALIFAX, NOVA SCOTIA

PROJECT
AVONHURST GATE

SHEET DESCRIPTION
5 HORIZON COURT, DARTMOUTH, NOVA SCOTIA

STORM MANAGEMENT PLAN

DATE: 12-JUNE-2009
HORIZ. SCALE: AS SHOWN
VERT. SCALE: 1/4"=1'-0"
DRAWN BY: JLD
CHECKED BY: JLD
DWC: JLD

SHEET 3 OF 4

CONTRIBUTOR	PEAK FLOW (MGD)	PEAK FLOW (MGD)	PEAK FLOW (MGD)
PROPOSED BLDG. A	0.11	0.11	0.11
PROPOSED BLDG. B	0.11	0.11	0.11
EXISTING STORM SEWER	12.664	12.664	12.664
TOTAL	14.614	14.614	14.614

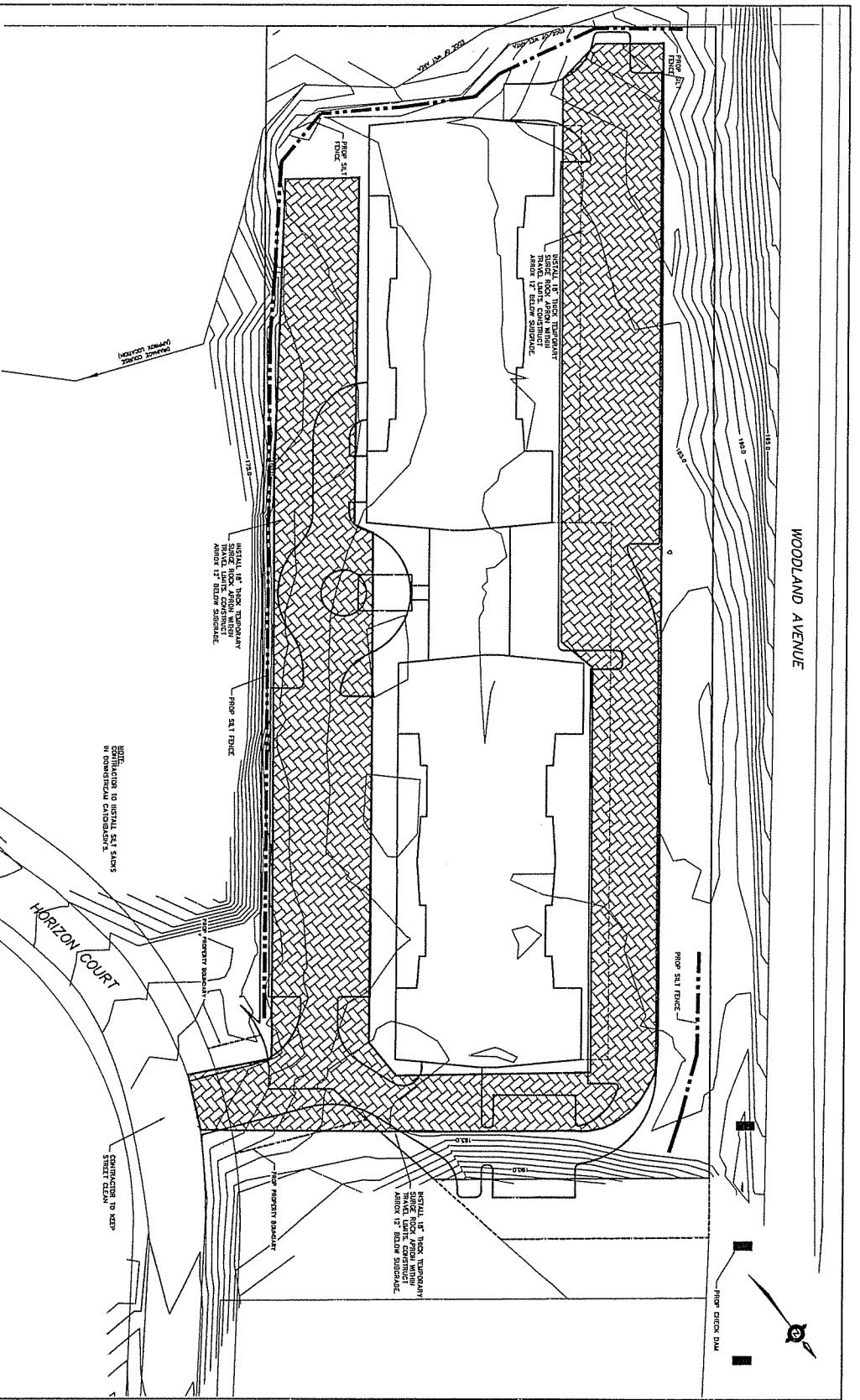
NO.	DESCRIPTION	SSS COEFFICIENT	AREA (SQ. FT.)	PEAK FLOW (MGD)
1	...	0.1
2	...	0.2
3	...	0.3
4	...	0.4
5	...	0.5
6	...	0.6
7	...	0.7
8	...	0.8
9	...	0.9
10	...	1.0

terrain
THE REFERENCE OF PRACTICAL SOLUTIONS

Terrain Group Inc.
Company of Peak Services
1177-46th Street
Richmond, B.C. V6X 2E3

REG. NO. 3371
ENGINEER

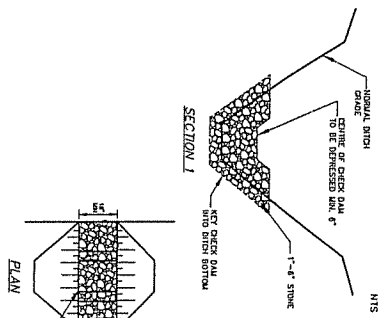
DATE: 17-OCT-05
CHECKED BY: JLD
DATE: 17-OCT-05



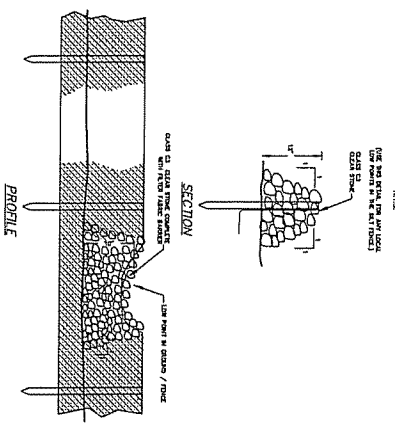
SEDIMENT AND EROSION CONTROL GENERAL NOTES

1. INSTANT SITEWORK SHALL BE TO BE ACCORD TO DEMONSTRATION CONTROL SHEETS #1 ALL, UNDER DRAINAGE CONSTRUCTION, CONTROL MEASURES SHALL BE INSTALLED ON WOOD PILES AS REQUIRED TO PREVENT SEDIMENT RUN-OFF. MAINTAIN CONTIGUOUS UNDISTURBED CONSTRUCTION PERIOD.
2. CONSTRUCTION TO MAINTAIN DEMONSTRATION CONTROL, WEEDS AND SEDIMENT SHALL BE REMOVED FROM THE SITE AT ALL TIMES.
3. SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
5. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
6. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
7. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
8. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
9. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
10. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
11. CONSTRUCTION TO MAINTAIN DEMONSTRATION CONTROL, WEEDS AND SEDIMENT SHALL BE REMOVED FROM THE SITE AT ALL TIMES.
12. CONSTRUCTION TO MAINTAIN DEMONSTRATION CONTROL, WEEDS AND SEDIMENT SHALL BE REMOVED FROM THE SITE AT ALL TIMES.
13. CONSTRUCTION TO MAINTAIN DEMONSTRATION CONTROL, WEEDS AND SEDIMENT SHALL BE REMOVED FROM THE SITE AT ALL TIMES.
14. CONSTRUCTION TO MAINTAIN DEMONSTRATION CONTROL, WEEDS AND SEDIMENT SHALL BE REMOVED FROM THE SITE AT ALL TIMES.
15. CONSTRUCTION TO MAINTAIN DEMONSTRATION CONTROL, WEEDS AND SEDIMENT SHALL BE REMOVED FROM THE SITE AT ALL TIMES.
16. CONSTRUCTION TO MAINTAIN DEMONSTRATION CONTROL, WEEDS AND SEDIMENT SHALL BE REMOVED FROM THE SITE AT ALL TIMES.

CHECK DAM DETAIL



SILT FENCE DETAIL



LEGEND

[Symbol]	SILT FENCE
[Symbol]	STONE ROCK ARMOR
[Symbol]	CHECK DAM



NO.	DESCRIPTION	CHK'D	DATE
1	DESIGNED BY PER CLIENT COMMENTS		09-10-05
2	REVIEWED BY PER CLIENT COMMENTS		12-01-05
0	ISSUED FOR REVIEW		17-04-05

Terrain Group Inc. 2005
 21 Shaker Street
 Brockton MA 01908
 508-848-8800
 www.terraingroup.com
 info@terraingroup.com



CLIENT: DEXEL DEVELOPMENTS
PROJECT: AVONHURST GATE
 5 HORIZON COURT, DARTMOUTH, NOVA SCOTIA
SHEET DESCRIPTION: Proposed Sedimentation/ Erosion Control Plan
SCHEDULE 'H'

DATE: 11-26-05
 HOME SCALE: 1:500
 VERT. SCALE: 1:12.5
 DRAWN: [Name]
 CHECKED: [Name]
 DRN. NO.: 05007934

SHEET **4** OF **4**