



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

Item 10.1.1

Harbour East Community Council
June 14, 2012

TO: Chair and Members of Harbour East Community Council

SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Brad Anguish".

Brad Anguish, Director, Community and Recreation Services

DATE: June 4, 2012

SUBJECT: Case 17143: Development Agreement - Horizon Court, Dartmouth

ORIGIN

Application by Can-Euro Investments.

RECOMMENDATION

It is recommended that Harbour East Community Council:

1. Give Notice of Motion to consider the proposed development agreement as set out in Attachment A of this report, and schedule a Public Hearing;
2. Approve the proposed development agreement, as provided in Attachment A of this report, for a 27 storey mixed use building on Horizon Court;
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end; and
4. Approve, by resolution, the discharging agreement, as provided in Attachment B of this report, for that portion of the existing development agreement and all subsequent amending agreements that apply to the subject lands.

EXECUTIVE SUMMARY

Can-Euro Investments has requested to enter into a development agreement to permit the development of a 27 storey residential and commercial mixed use building at Horizon Court, Dartmouth. At present, there are three existing multiple unit residential buildings on Horizon Court that are operated by the developer. Can-Euro Investments wishes to subdivide a portion of their lands to accommodate the proposed building and, at the same time, to discharge the existing development agreement and associated amending agreements from the new lot.

The Dartmouth Municipal Planning Strategy (MPS) specifically allows for medium to high density residential development on the subject lands which are identified by Plan policy as “high profile.” It also provides for commercial use with associated retail uses on the lands. The lands were formerly zoned Park and the MPS encourages pursuing park uses that were replaced by the R-3 (Multiple Family Residential –Medium Density) Zone. The proposed building exceeds the R-3 medium density standards but falls well below the R-4 (Multiple Family Residential – High Density) high density provisions. The Regional Municipal Planning Strategy envisions the Mic Mac Mall Urban District Centre and the Regional Centre supporting high density residential development with commercial uses.

The applicant provided a traffic impact study, site servicing plan, a wind assessment and shadow study in support of the application. As part of the evaluation, staff reviewed these documents in conjunction with input from the public meeting, relevant policy and staff comments. The application was determined to be consistent with all applicable policies. The draft agreement addresses the permitted land uses, sets parking standards, requires changes to Horizon Court and Mic Mac Boulevard to ensure traffic flow is maintained, requires a landscaping and a lighting plan, sets out stormwater management requirements, lists non-substantive amendments, and identifies commencement and completion times.

Staff recommends that Council enter into the proposed development agreement as set out in Attachment A of this report and discharge the existing development agreement from the lands upon registration of the new agreement.

BACKGROUND

Can-Euro Investments operate three multiple unit residential buildings on Horizon Court, a private right-of-way, located off Mic Mac Boulevard in Dartmouth. The buildings were developed in phases via development agreements approved between 1992 and 2003. Can-Euro Investments wish to establish a new building on the remaining undeveloped portion of their lands as shown on Map 1. They wish to enter into a new development agreement to permit the development of a mixed use building comprised of 24 storeys of residential (333,677 square feet) on top of three storeys of commercial space (53,606 square feet) located as generally illustrated on Maps 2 and 3. The lands already contain an existing 19 storey residential building located at 10 Horizon Court (The Summit). The land owner wishes to subdivide the lands so that the proposed new building is located on its own lot and subject to a separate new development agreement. Can-Euro Investments have applied to discharge a portion of the existing development agreement and all amending agreements for 10 Horizon Court in order to subdivide

the lands to create a new lot, identified as Lot P-B on Schedule C of the proposed development agreement.

Location, Designation, Zoning and Surrounding Land Use

The lands are:

- located at the western intersection of Horizon Court and Mic Mac Boulevard;
- approximately 153,040 square feet in area;
- designated Residential under the Dartmouth Municipal Planning Strategy (MPS) (Map 1);
- zoned R-3 (Multiple Family Residential - Medium Density) under Dartmouth Land Use By-law (LUB) (Map 2);
- surrounded by multi-residential buildings and abutting Maybank Field Community Park to the southwest; nearby retail uses include Kent, Chapters and Mic Mac Mall a regional shopping centre to the east; and
- separated from the closest low density R-1 residential communities, to the northwest and northeast, by Woodland Avenue.

Enabling Policy

Within Dartmouth, all multi-unit development is subject to a development agreement in accordance with Policy IP-5 (Attachment C) of the Dartmouth Municipal Planning Strategy (MPS). However, the lands of Can-Euro Investments off Horizon Court are subject to site specific policy (Policy H-17; Attachment C) which allows for the development of the lands for multiple unit residential use subject to requirements of Policy IP-5. Policy H-17 also states that notwithstanding the residential designation and R-3 zoning on the lands, office development with associated retail uses may also be considered under the development agreement pursuant to Policy IP-1(c) (Attachment C).

Regional Plan

Under the Regional Municipal Planning Strategy (RMPS), the lands are designated Urban Settlement and are situated in the area identified as the Mic Mac Mall Urban District Centre which encourages a mix of high density residential, commercial, institutional and recreation uses as well as transit oriented development. The Mic Mac Mall Urban Centre is within the Regional Centre where medium to high density residential, commercial, institutional or recreation uses on opportunity sites functioning as focal points for higher order transit are envisioned. The boundaries of the Mic Mac Mall Urban District Centre will be established through a secondary planning process which will more specifically determine appropriate land uses. At present, the boundaries of the Centre are not defined.

Existing Development Agreement

Under the terms and considerations of the existing 2003 development agreement on the Can-Euro Investments lands at Horizon Court, the developer was permitted a 142 unit 18 storey multiple unit building. The developer was required to fund a portion of Mic Mac Boulevard and Highway 111 upgrades needed for traffic to be generated from the proposed development. Parking, landscaping and recreation space provisions were detailed in the agreement. The specific recreation provisions required the developer to prepare a Master Concept Plan for Maybank Field Community Park and contribute \$7500 towards improvements to the Maybank

Field; these requirements were fulfilled. The developer requested amendments to the agreement in 2004 and 2006 to increase the number of units and make design changes to the building focus.

DISCUSSION

Staff has reviewed the proposal relative to the applicable policies of the Dartmouth MPS and the RMPS. Staff is of the opinion that the proposal is consistent with all applicable policies. Attachment C provides an evaluation of the proposal and development agreement in relation to these applicable policies. The following issues are being highlighted for more detailed discussion.

Building Scale, Density and Design

Staff recognizes that it is important to locate higher density development such as the proposed new building in the appropriate locations to ensure strong connections between destinations, a mix of land uses and to create great places. In this case, the site is nearby high and mid-rise residential buildings, that contribute to and are supported by the adjacent 100 series highway and existing services such as transit, major community recreation and a large, regional retail node.

The preamble of Policy H-17 (Attachment C) speaks of an opportunity for “medium/high density” residential development. The proposed building has a density of 62.05 dwelling units per acre which is between the range of the maximum density permitted by the R-3 (Multiple Family Residential - Medium Density) Zone and that of the R-4 (Multiple Family Residential - High Density) Zone. The maximum R-3 Zone density is 36.52 dwelling units per acre while the R-4 Zone density is 108.46 dwelling units per acre for a building with the same number of units and ratio of 1:2 bedroom units. Therefore, the proposed density of the new building is 59% greater than R-3 zoning but 75% less than the greater density permitted under R-4 zoning. Staff believes the proposed density is an appropriate response and compromise to the “medium/high density” objective as stated in the preamble of Policy H-17 and the high density envisioned by the RMPS for the Mic Mac Mall Urban District Centre and Regional Centre.

The proposed building is 27 storeys in height (281 feet), in addition to a mechanical penthouse on the roof of the building, and is to be located at the northwest corner of the intersection of Mic Mac Boulevard and Horizon Court. Tall buildings on such a prominent site should respond to this opportunity with high quality design. In this case, the design provides a high quality and appropriate building with a curved façade on the south side that acknowledges the “diamond” land shape to take maximum advantage of the views towards the harbour. Buildings of recognizable and distinctive form often become visual landmarks.

The footprint of the proposed building covers only 13% of the lands and, in conjunction with the underground parking, this presents an opportunity to landscape much of the site, that not only provides buffering and screening but contributes to the design of the site. The draft agreement requires a landscaping plan be prepared that addresses detailed design. Staff believe that the overall high quality design of the tower atop its three storey podium negates the perception of a high density design and the curved south façade reduces the perception of bulk. The podium has a long axis that creates a curve extending beyond the footprint of the tower toward Horizon Court where the exposed third storey rooftop will contain a planted roof garden common area.

Spatial Separation

Appropriate space between tall buildings allows for natural light and privacy for both new and existing buildings as well as providing sunlight, wind and skyview to the adjacent streets, parks and properties. In accordance with the HRM by Design guidelines used in downtown Halifax, adequate levels of natural light and privacy are achieved when the minimum spacing between the shafts of two tall residential buildings is no less than 75.46 feet: the proposed new building is a minimum of 2300 feet from the existing building to the northeast. On urban sites, any portion of a tall building should be setback a minimum of 37.73 feet from property lines. The shaft of the proposed building is no closer than 144 feet to any property lines. The draft agreement allows the proposed building to be set back 127 feet from the property line of the HRM owned lands to the south, as this distance is less than permitted by the Dartmouth Land Use By-law. However, the design and layout of the building is such that staff do not anticipate the building to have a negative impact on HRM's land (i.e., Maybank Park).

Traffic Impacts

A traffic impact study was prepared by the applicant to evaluate potential impacts of the proposed development on adjacent streets and intersections. The study found that the 218 dwelling units of the commercial uses will not have any significant impact on the level of performance of Mic Mac Boulevard, a collector type street that provides access to Woodland Avenue to the west and Highway 111 to the east. The study also included evaluating volume/capacity ratios for the Mic Mac Boulevard and Horizon Court intersection for the build out of the proposed tower and for the proposed tower and the future residential development on the former MT&T lands to the west. Both scenarios are within HRM critical limits for 2013 volumes. Traffic Services has accepted the findings and recommendations of the study and to achieve this level of service the draft agreement requires the developer to:

- build a northbound left turn lane off Horizon Court to enter the building's underground parking garage;
- widen the Horizon Court approach to Mic Mac Boulevard to provide two south bound lanes (a left-through and a right turn lane);
- design and construct a left turn lane on Mic Mac Boulevard to Horizon Court; and
- provide a sidewalk to connect to the existing walkway to Kent on the north side of Horizon Court.

The existing 2003 development agreement on the lands required the developer to fund a portion of the costs of upgrading the Mic Mac Boulevard/Highway 111 interchange. The amount has been paid in full by the developer. The contribution was established through Local Improvement Charges By-law L-113 and was based on projected traffic volumes from the lands as a proportion of total traffic growth in the area. The proportion was based on a total number of 300 new dwelling units permitted by the existing agreement and future buildings on the lands. The proposed development would take the number of dwelling units over 300 and in response, the developer is required to implement the above noted upgrades.

Park Land

Under Policy H-17 of the Dartmouth MPS, Council is to have regard for the recovery of parkland replaced through rezoning of the former P (Park) zoned lands (now occupied by Kent, Tag, Chapters and 10 Horizon Court) to R-3. The existing development agreement required the developer to contribute toward capital improvements of Maybank Field community park on Mic Mac Boulevard as part of addressing the loss of park lands. The first contribution was a Master Concept Plan provided as “work in kind” and the second was a \$7500 cash contribution to be utilized for improvements to Maybank Field. With the requested subdividing of the lands as part of this current application, HRM will require a minimum park dedication of cash-in-lieu of land based on 5% of the assessed value of the new lot.

Wind Assessment

Following the Public Information Meeting (PIM), the developer was asked to prepare a wind assessment¹ for the site, with special consideration for any effects on the nearby Maybank Field community park. The wind assessment concluded that the proposed building is not expected to influence wind conditions on the community park baseball diamonds situated 492 feet to the southwest. The assessment also gave consideration to pedestrian wind conditions around the proposed building and mitigation measures have been taken by the applicant to improve the local wind climate at the ground floor entrances and restaurant patio.

Sun/Shadow Effects

After the PIM the applicant was requested to prepare a Sun/Shadow study for the building with particular consideration for the baseball diamonds at Maybank Fields community park, to the southwest of the site. Because there is no specific evaluative criteria in the Dartmouth planning documents regarding “shadowing” the analysis relies on discussing the magnitude of the shadow created by the proposed building (the summer solstice). The shadow to be created by the proposed building will be long and thin because of the form and siting of the building. The study found there was no influence on the community park with the exception of early in the morning (7:00 a.m.) of June 21st (the summer solstice) when the shadow of the proposed building extends to the north baseball diamond. The study also noted that a shadow extended from the tower over Woodland Avenue and the loading area of Kent building supply store on March 21 and September 21 (the spring and fall equinoxes). On June 21 and December 21 (the winter solstice) the shadow extends over Horizon Court. Also, on December 21 the tower shadow extends over Woodland Avenue and Cannon Terrace. Staff believes that the limited duration of the shadowing and the thin shadow cast will have limited impact on adjacent properties.

Buffering and Compatibility

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 building is located about 800 feet from the nearest low density residential properties across Woodland Avenue and approximately 675 feet from low density residential development on Crichton Avenue. The proposed building is also 870 feet away from the adjacent 19 storey building to the northeast. Staff does not anticipate significant impacts from the building

¹ A wind assessment is a qualitative approach to evaluating wind conditions providing a screening level estimation of potential wind conditions based on long term regional and local meteorological data.

due to the separation distances. The preliminary landscaping features identified on Schedule B of the proposed agreement shows the property boundaries are to be planted with a linear arrangement of trees with more random plantings between the boundary and the building. Further the required landscaping plan will detail location, species and specific design. The building includes three floors of commercial space at its base which will create a pedestrian friendly presence at ground level with some landscaping details in the surface parking area.

Infrastructure

This proposed development is an example of infill development that will utilize existing infrastructure that staff believe is in accordance with RMPS principles to manage development and to make effective use of infrastructure and public services. 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.

Commercial Land Uses

The proposed development includes three storeys of commercial development, that forms the base of the building, comprised of 41,694 square feet of office area and 11,912 square feet of net commercial area. Thus, the proposal meets the intent of Policy H-17 which is to allow for office development with associated retail uses, including, but not limited to, small restaurants, pharmacy and convenience store uses. This intent is also recognized under the Mic Mac Mall Urban District Centre and Regional Centre which envision a mix of high density and commercial land uses on appropriate sites.

Discharge of the Existing Agreement

Part of the developer's request is to subdivide their existing lands at 10 Horizon Court to permit the development of the proposed building on a separate parcel of land. The developer has requested that the existing development agreement and any associated amending agreements be removed from that portion of the lands which will house the new building. The existing 2003 development agreement will remain effective on the existing 19 storey building and the lands it is located on at Horizon Court.

Conclusion

Staff is of the opinion that the proposed development is consistent with the intent of Policy H-17 regarding residential and commercial development on the Can-Euro Investments lands. The proposed building meets the criteria discussed above, as well as the general evaluative criteria set out in Policies IP-5 and IP-1(c). Therefore, staff recommends that Council enter into the proposed development agreement as set out in Attachment A of this report and discharge the existing development agreement and all amending agreements from the lands described in Schedule A of the proposed development agreement as set out in Attachment A of this report.

BUDGET IMPLICATIONS

There are no budget 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 Agreement. The administration of the Agreement can be carried out within the proposed 2012/13 budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

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 (see Attachment E), the HRM Website, responses to inquiries, as well as an information/notification sheet that was sent to property owners in the general area of the site regarding the proposal.

Should Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 1.

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. Please refer to Attachment C of this report for further information.

ALTERNATIVES

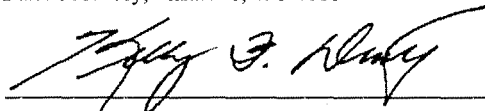
1. Council may choose to approve the proposed development agreement as set out in Attachment A and approved the proposed discharge. This is the recommendation of staff for reasons set out in this report.
2. Council may choose to approve the proposed development subject to modifications. This may necessitate further negotiation with the Developer and a second Public Hearing.
3. Council may choose to refuse the proposed development agreement set out in Attachment A, and in doing so, must identify conflict(s) with MPS policy.

ATTACHMENTS

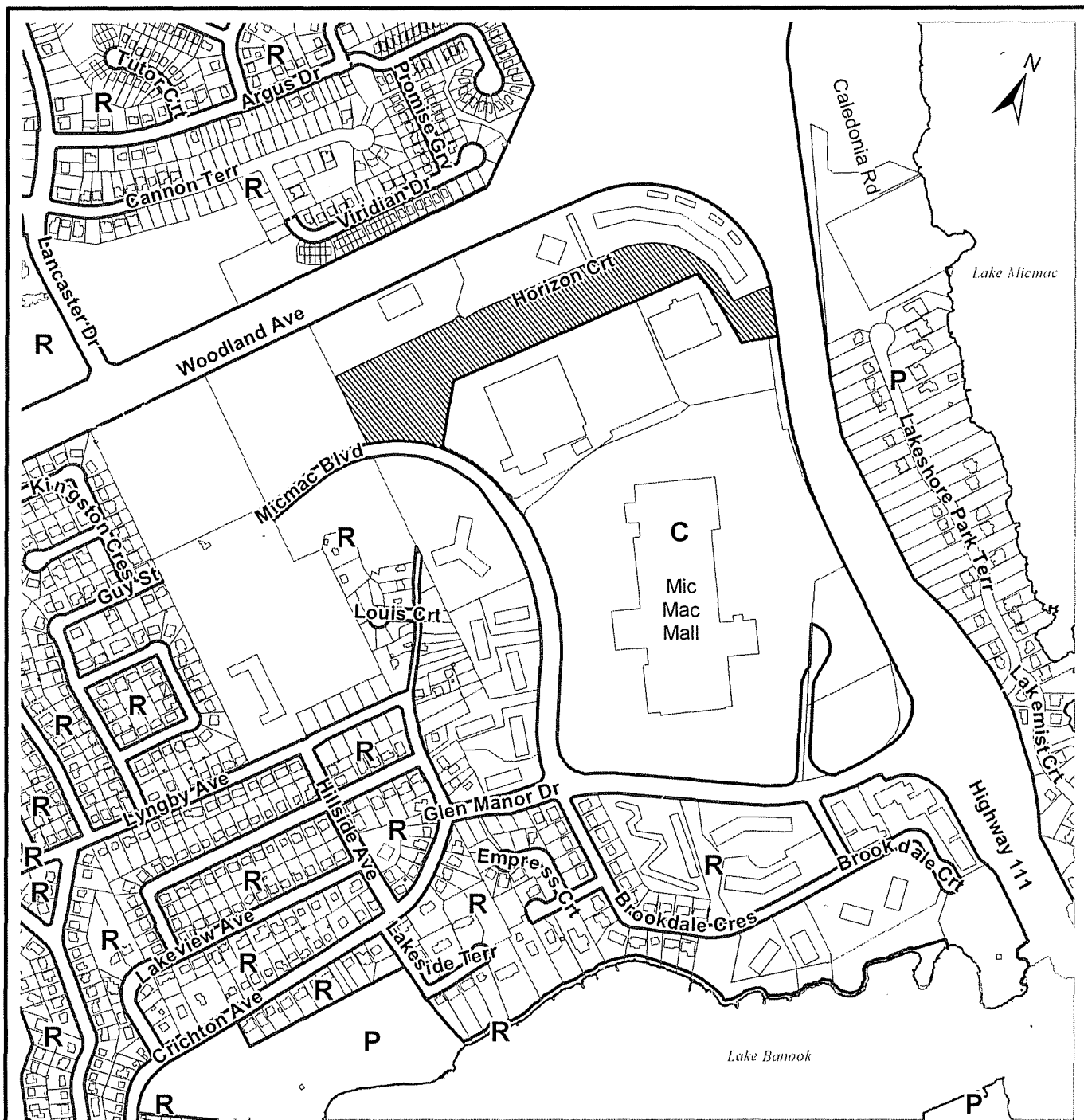
Map 1	Generalized Future Land Use
Map 2	Zoning and Location
Map 3	Proposed Site Plan
Attachment A	Proposed Development Agreement
Attachment B	Proposed Discharging Agreement
Attachment C	Excerpts from the Dartmouth MPS and Additional Policy Evaluation
Attachment D	Excerpts from the Dartmouth LUB
Attachment E	Minutes from the Public Information Meeting

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> 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 : Darrell Joudrey, Planner 1, 490-4181




Report Approved by: Kelly Denty, Acting Manager, Development Approvals, 490-4800



Map 1 - Generalized Future Land Use

Pid 40698490

 Subject Property

Designation

R Residential
C Commercial
P Park

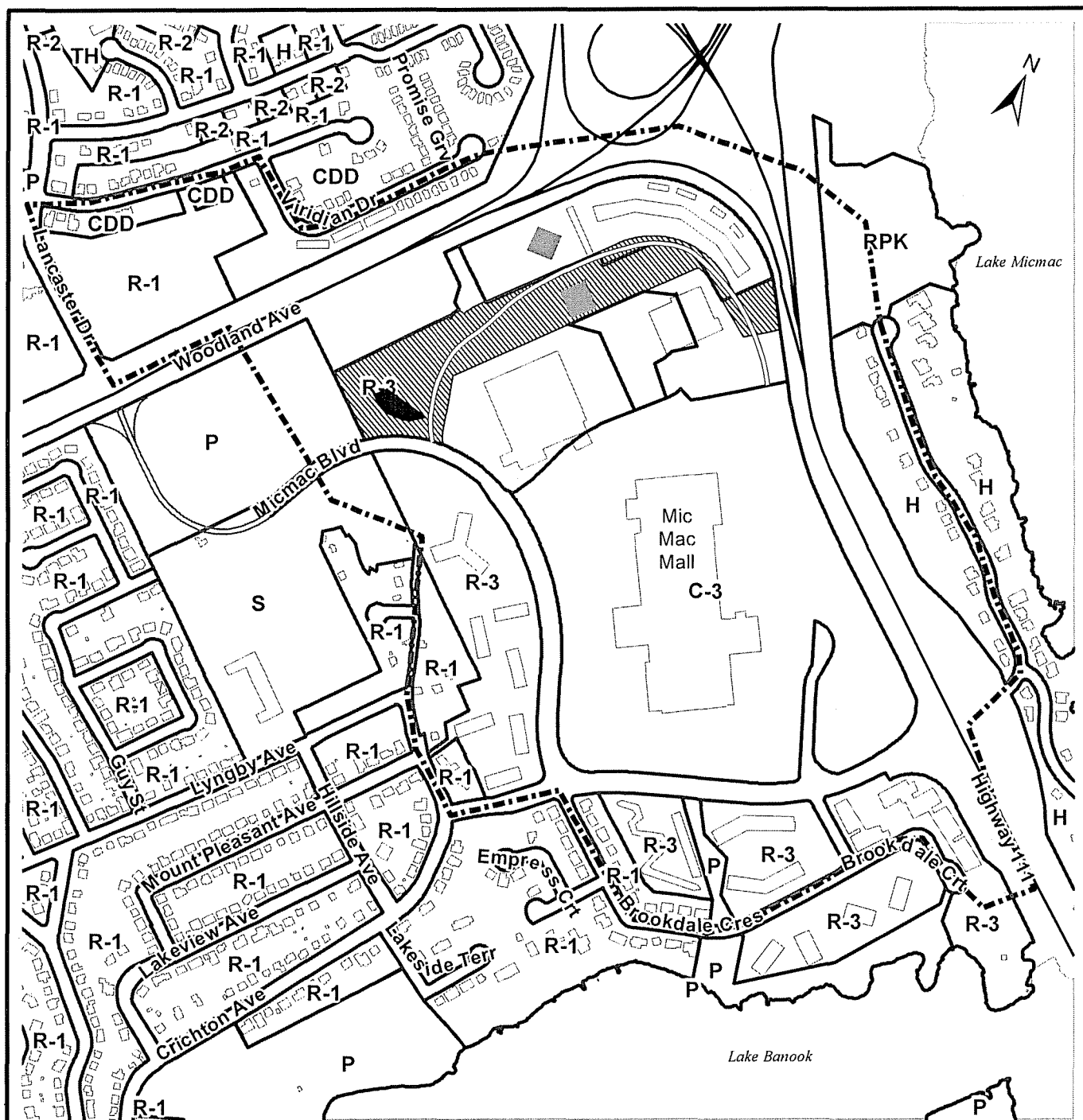
Dartmouth Plan Area

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

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Feet





This map is an unofficial reproduction
of a portion of the Generalized Land Use
Map for the Dartmouth Plan Area.

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



Map 2 - Zoning and Location

Pid 40698490

-  Subject Property
-  Notification Area
-  Proposed Building
-  Existing Buildings

Dartmouth Plan Area

Zoning

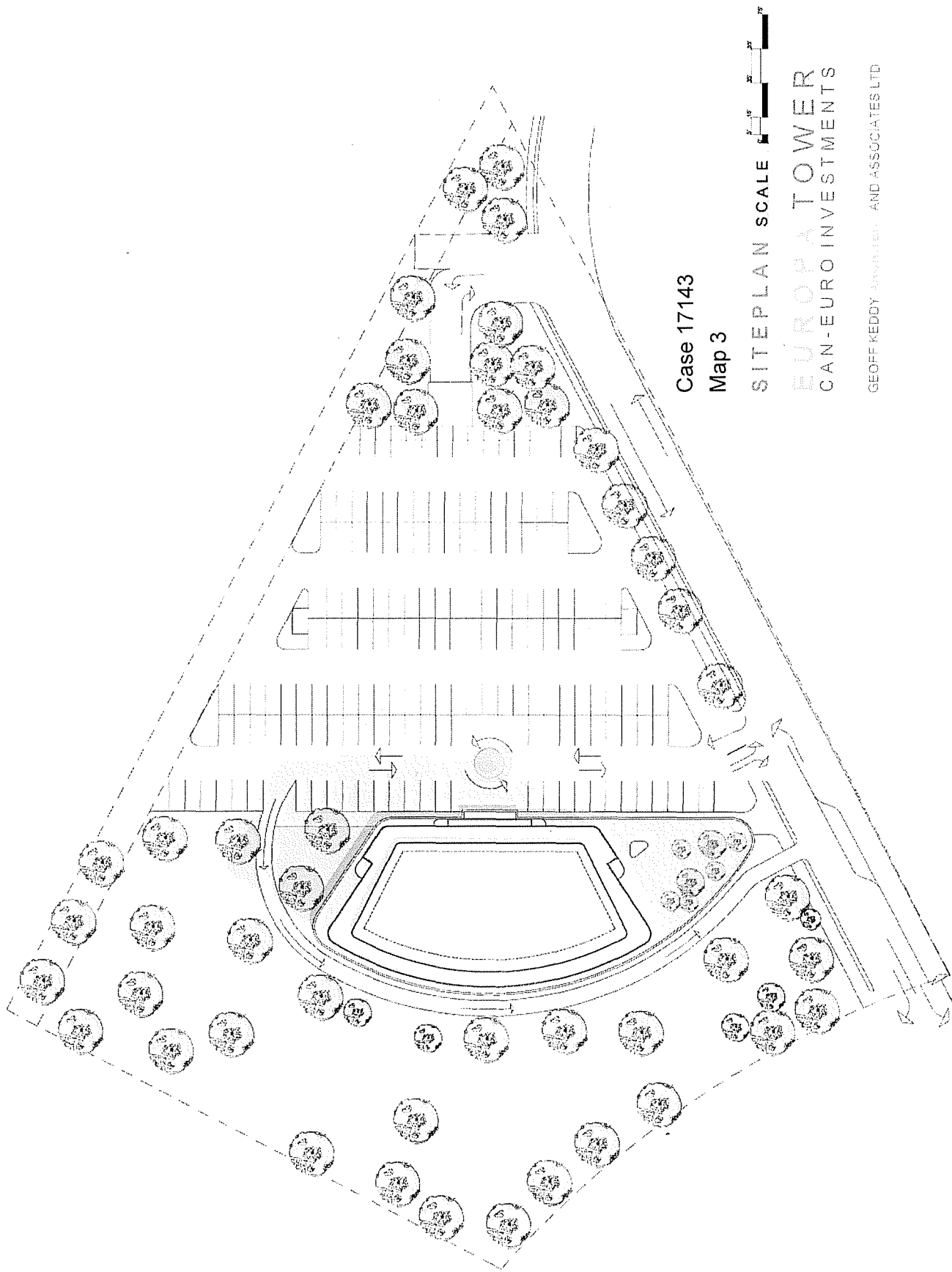
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 Multiple Family Residential
- TH Town Housing
- C-3 General Business
- P Park
- RPK Regional Park
- S Institutional
- H Holding
- CDD Comprehensive Development District

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

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This map is an unofficial reproduction
of a portion of the zoning Map for the
Dartmouth Plan Area.

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of any representation on this plan



Case 17143

Map 3

SITEPLAN SCALE

EUROPA TOWER
CAN-EURO INVESTMENTS

GEOFF KEDDY ARCHITECTS AND ASSOCIATES LTD

Attachment A: Proposed Development Agreement

THIS AGREEMENT made this day of [Insert Month], 2012,

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 on Mic Mac Boulevard, 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 Can-Euro Investments Limited to allow for 142 dwelling units within an 18 storey multi-unit residential building on the Lands, which was registered at the Land Registry Office in Halifax as Document Number 50221 (hereinafter called the "Existing Agreement");

AND WHEREAS the Municipality entered into an amendment to the Existing Agreement with Can-Euro Investments Limited, to permit an increase in the number of units within the building on the Lands and design changes to the elevations of the building, which was registered at the Land Registry Office in Halifax as Document Number 75954157 (hereinafter called the "First Amending Agreement");

AND WHEREAS Can Euro Investments Limited consolidated PID 40661589 (retired) into 40698490 on July 12, 2004;

AND WHEREAS the Municipality entered into an amendment to the Existing Agreement with Can-Euro Investments Limited, to permit a second increase in the number of dwelling units within the building on the Lands and design changes to the elevation of the building, which was registered at the Land Registry Office in Halifax as Document Number 84503367 (hereinafter called the "Second Amending Agreement");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow a 27 storey residential/commercial mixed use building on the Lands pursuant to the provisions of the Halifax Regional Municipality Charter and pursuant to

Policies H-17, IP-5 and IP-1(c) of the Dartmouth Municipal Planning Strategy and Section 18M of the Dartmouth Land Use By-law;

AND WHEREAS the Harbour East Community Council of the Municipality, at its meeting on [Insert - Date], approved the said Agreement to allow a 27 storey residential/commercial mixed use building on the Lands subject to the registered owner of the Lands described herein entering into this Agreement, referenced as Municipal Case Number 17143;

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.

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 17143:

Schedule A	Legal Description of the Lands(s)
Schedule B	Concept Site Plan
Schedule C	Preliminary Plan of Subdivision/Consolidation
Schedule D	Underground Parking Plan
Schedule E	Preliminary Site Servicing Plan
Schedule F	South Building Elevation
Schedule G	East Building Elevation
Schedule H	North Building Elevation

3.2 *Requirements Prior to Approval*

- 3.2.1 The Municipality shall not issue any Development or Construction Permit until a Final Subdivision Approval has been granted for proposed Lot P-B as shown on Schedule C.
- 3.2.2 Prior to the issuance of a 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 3.7 of this Agreement; and
 - (b) A Lighting Plan in accordance with Section 3.6 of this Agreement.
- 3.2.3 Prior to the issuance of an Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
 - (a) 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 as set out in Section 3.7 of this Agreement; and
 - (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements as set out in Section 3.6 of this Agreement.
- 3.2.4 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.
- 3.2.5 Notwithstanding Subsection 3.2.4, 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 is a mixed use commercial and residential building, as generally illustrated on the Schedules, comprised of the following:
 - (a) a maximum of 216 dwelling units plus two guest apartments;
 - (b) a maximum of 41,694 square feet of office uses;

- (c) a maximum of 11,912 square feet of retail uses; and
- (d) a private park as generally illustrated on Schedule B and as set out in Section 3.10.

3.3.2 Further to clause 3.3.1 (a), a maximum of 98 dwelling units shall be 1 bedroom units, and all other units shall contain two or more bedrooms.

3.4 *Siting and Architectural Requirements*

3.4.1 The building shall be located and oriented as generally illustrated on Schedule B, and shall comply with the following:

- (a) Lot coverage shall not exceed 13%;
- (b) The building shall be setback a minimum distance of 127 feet from the northern property boundary of PID 00088872 located to the south of the development; and
- (c) The maximum height of the building shall not exceed 27 storeys (24 residential storeys above 3 commercial storeys and basement) and the height elevations indicated on Schedules F through H.

3.4.2 The design, form, and exterior materials of the building shall, in the opinion of the Development Officer, generally conform to the Building Elevations included with this Agreement as Schedules F, G and H.

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 Any exposed foundation in excess of 1 metre in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

3.4.5 Roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any 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.

3.4.6 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.5 PARKING

- 3.5.1 A total number of 363 parking spaces shall be provided in accordance with the Dartmouth Land Use By-law. All required underground parking (187 spaces) for the development shall be provided as illustrated on Schedule D and all required surface parking area (176 spaces) shall be provided as illustrated on Schedule B.
- 3.5.2 Above ground parking areas shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and shall be delineated by concrete curb. The use of rolled asphalt curb shall be prohibited.

3.6 OUTDOOR LIGHTING

- 3.6.1 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.6.2 *Lighting Plan*
Further to subsection 3.6.1, 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 Subsection 3.6.1 of this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:
 - a) The location, on the building and on the premises, of each lighting device; and
 - b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.
- 3.6.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of Subsection 3.6.1 of this Agreement. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.7 LANDSCAPING

- 3.7.1 *Landscaping Plan*
Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and generally conforms to the overall intentions of the preliminary landscape features shown on Schedule B. 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.

- 3.7.2 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 3.7.1.
- 3.7.3 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.
- 3.7.4 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.
- 3.7.5 Planting materials shall be selected for their ability to survive in their specific location relative to such factors including, but not limited to, sunlight/shade conditions, or rooftop and sea exposure conditions.
- 3.7.6 *Construction or Manufacturer's Details*
Specifications for all constructed landscaping features such as fencing, retaining walls, pergolas, 5 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.
- 3.7.7 The Landscaping Plan shall provide details of all ground level open spaces, private park, courtyards and rooftop gardens and open spaces as shown on the attached Schedules. The plan shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features (pergolas, benches, etc.).
- 3.7.8 Retaining walls shall be permitted on the Lands 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 Development Officer.
- 3.7.9 Details of any retaining wall systems that exceeds 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.
- 3.7.10 *Compliance with Landscaping Plan*
Prior to issuance of the Occupancy Permit the Developer shall submit to the Development Officer a letter, prepared by a member in good standing of the Canadian Society of Landscape Architects, certifying that all landscaping has been completed according to the terms of this Agreement.

3.7.11 Notwithstanding subsection 3.7.10, the Occupancy Permit may be issued provided that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.8 MAINTENANCE

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 SIGNS

3.9.1 Signage shall conform to the following requirements:

- (a) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
- (b) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands. Such signs shall be removed when sales office is removed;
- (c) Minor directional ground and fascia signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes are permitted on the Lands; and
- (d) A maximum of one permanent ground sign shall be permitted on the Lands next to the public right-of-way to denote the community or development name. The location of the sign shall require the approval of the Development Officer in consultation with the Development Engineer. The maximum height of the sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of the sign shall not exceed 50 square feet (4.65 sq.m.). The sign 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. The sign may identify businesses located in the commercial component of the development. This section shall not preclude the construction of decorative entrance gates.

3.10 *Private Park*

- 3.10.1 The Developer shall construct a private park for the benefit of the residents of the proposed development as generally illustrated on Schedule B.
- 3.10.2 The private neighbourhood park shall fulfill the amenity space required pursuant to the Land Use By-law. The Municipality shall be indemnified from any responsibility for any maintenance or liability related to the private neighbourhood park.
- 3.10.3 The landscaping and design for the private park shall conform to the requirements of Section 3.7 of this Agreement and shall be included on the Site Grading Plan required pursuant to Section 5.1.

PART 4: STREETS AND MUNICIPAL SERVICES

- 4.1 All changes or modifications to the private right-of-way known as Horizon Court, shall be designed and constructed in conformance with all applicable regulations and specifications of the Municipality, or as otherwise approved by the Development Engineer, and any other approvals as may be required by any applicable agency.
- 4.2 The Developer shall design and construct a northbound left turn lane on Horizon Court for the surface parking lot entrance as shown on Schedule B.
- 4.3 The Developer shall design and widen the Horizon Court approach to Mic Mac Boulevard to provide two southbound lanes, including a left-through lane and a right turn lane as shown on Schedule B.
- 4.4 The Developer shall design and construct a left turn lane on the Mic Mac Boulevard eastbound approach to Horizon Court as shown on Schedule B. The design and construction of the left turn lane shall conform to Municipal Standards and shall be approved by the Development Engineer. The design of the left turn lane shall be included as part of the Construction Permit Application. No Occupancy Permit shall be issued on the Lands unless the left turn lane is constructed and operating to the satisfaction of the Development Engineer.
- 4.5 The Developer shall design and construct a walkway along the northwestern side of Horizon Court connecting the existing sidewalk south of the existing 19 storey building to Mic Mac Boulevard as shown on Schedule B.

4.6 *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.

4.7 *Municipal Water Distribution, Sanitary Sewer and Storm Sewer Systems*

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

4.8 *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.

4.9 *Solid Waste Facilities*

The building shall include designated internal space for five stream 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.

4.10 *Private Infrastructure*

All private services and infrastructure located on the Lands, including but not limited to the private 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. Stormwater shall not be directed to adjacent private property unless private easements are provided in accordance with the most recent edition of the Halifax Water Design and Construction standards.

5.2 *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.

5.3 *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 Lands until the requirements of this Section have been met and implemented.

5.4 *Wetland Alteration Approval*

The Developer has been issued Approval #2008-065132 from Nova Scotia Environment for a wetland alteration for the Lands at Horizon Court. The Developer shall provide certification from Nova Scotia Environment that the Site Specific Terms and Conditions have been completed in accordance with said Approval.

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) Minor changes to the exterior materials of the building;
- (b) Minor changes to the location and layout of the private park or parking areas as illustrated on Schedule B;
- (c) An increase in the square footage of office or retail space permitted on the Lands as specified in this Agreement;
- (d) An increase in the number of 1 bedroom units permitted in the multi-unit building provided that the overall number of dwelling units within the building does not exceed 216;
- (e) The granting of an extension to the date of commencement of construction as identified in Subsection 7.3.1 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 7.4 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 development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean 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*

If the Developer fails to complete the development after 7 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 30 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20____.

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: _____
=====

**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

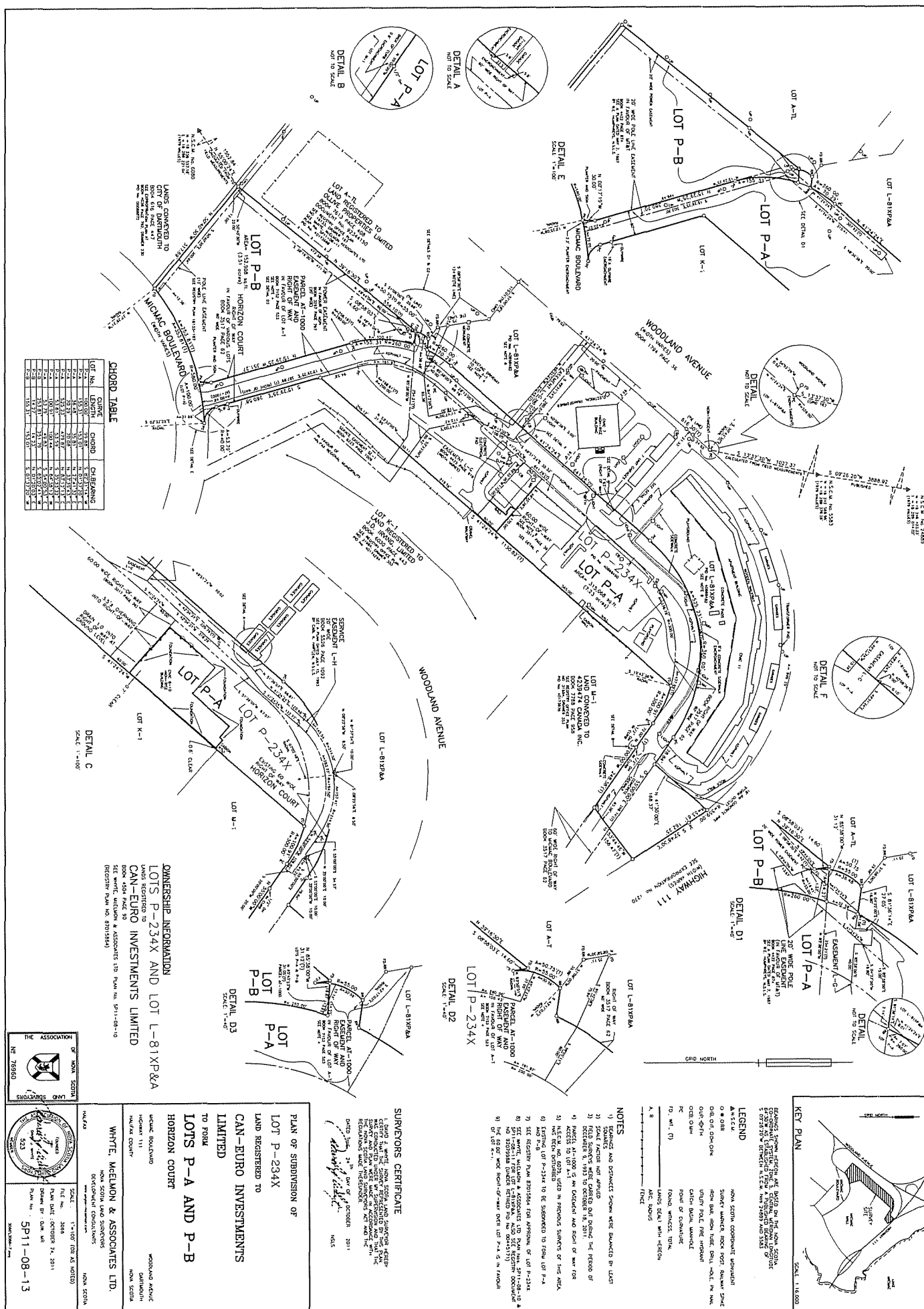
Mayor

Per: _____

Municipal Clerk

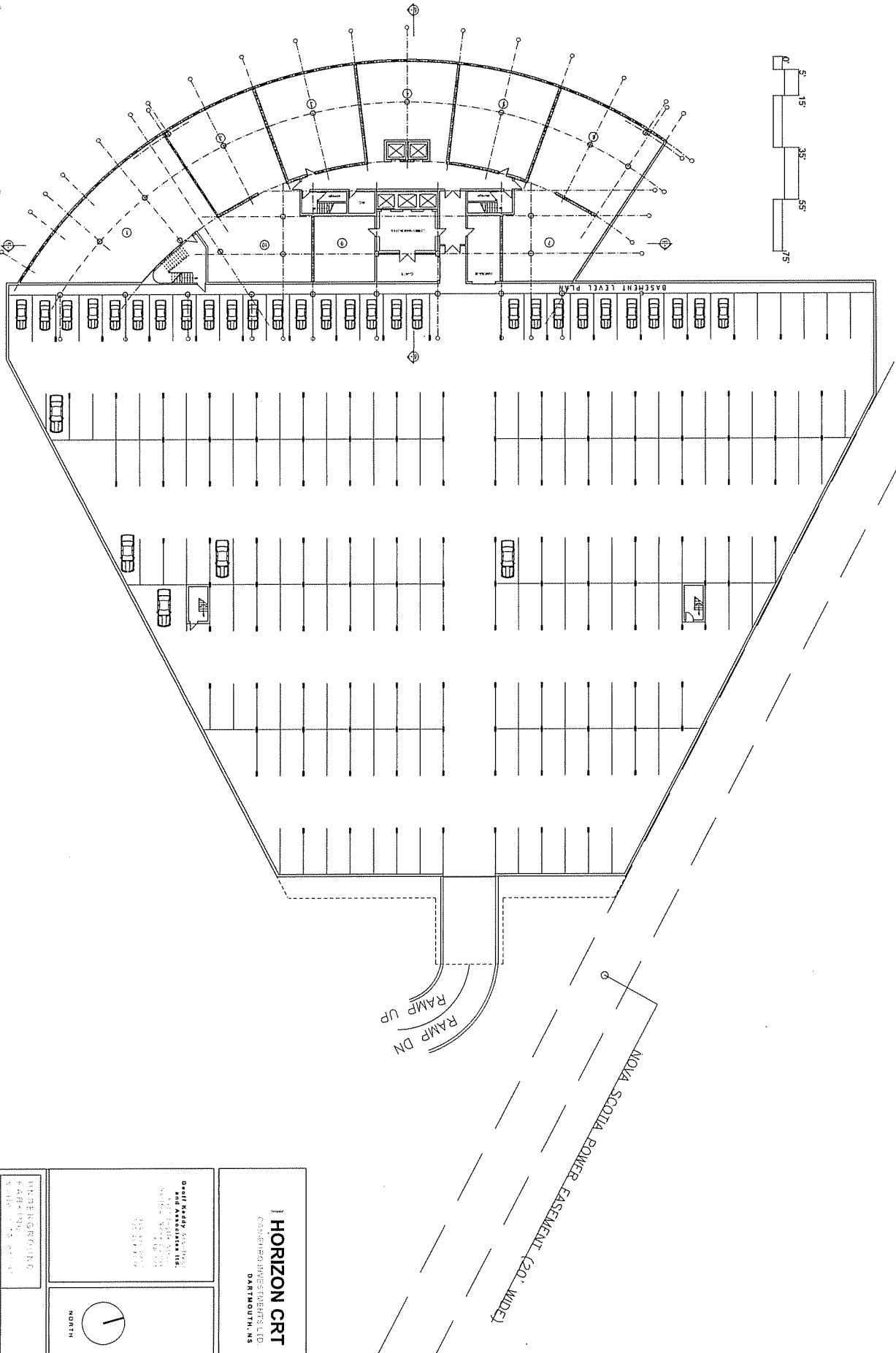


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drawn by:	mlt/ee
date by:	ps



Case 17143 Schedule D: Underground Parking Plan

not for construction



HORIZON CRT
CASENBERG INVESTMENTS LTD.
DARTMOUTH, NS

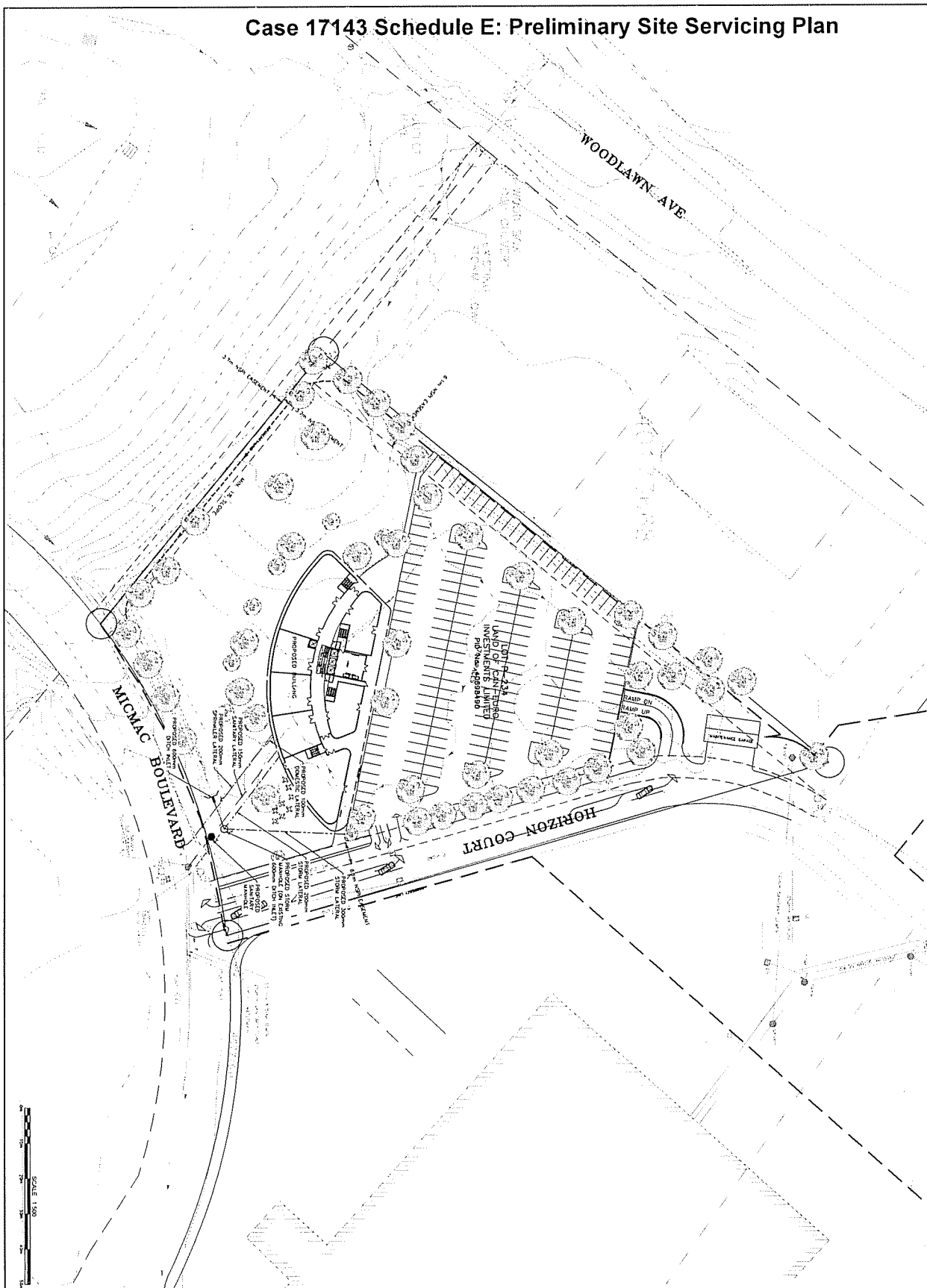
DAVID WEAVER CONSULTING
AND ASSOCIATES LTD.
1000 BAYVIEW AVENUE
SUITE 200
DARTMOUTH, NS B3A 2G4
902.881.8800
902.881.8801

UNDERGROUND
PARKING
PLAN

DATE
DRAWN
BY

A101

Case 17143 Schedule E: Preliminary Site Servicing Plan



ENGINEERING SERVICES INC.
 1000 BAYVIEW AVE. SUITE 100
 SCARBOROUGH, ONTARIO M1S 5B7
 TEL: 416-291-1234
 FAX: 416-291-1235
 www.es-inc.com

LEGEND

DATE/REVISION	DATE/REVISION	DATE/REVISION	DATE/REVISION
1. 10/1/2011	2. 10/1/2011	3. 10/1/2011	4. 10/1/2011
5. 10/1/2011	6. 10/1/2011	7. 10/1/2011	8. 10/1/2011
9. 10/1/2011	10. 10/1/2011	11. 10/1/2011	12. 10/1/2011
13. 10/1/2011	14. 10/1/2011	15. 10/1/2011	16. 10/1/2011
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21. 10/1/2011	22. 10/1/2011	23. 10/1/2011	24. 10/1/2011
25. 10/1/2011	26. 10/1/2011	27. 10/1/2011	28. 10/1/2011
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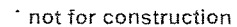


10 HORIZON COURT PART III
 DARTMOUTH, HALIFAX COUNTY, NOVA SCOTIA

SITE SERVICES

DATE: 10/1/2011
 PROJECT: 10 HORIZON COURT PART III
 DRAWING: C-101

SOUTH ELEVATION



HORIZON CRT
MANAGED INVESTMENTS LTD
DARTMOUTH, NS

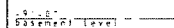
**Geoff Kaddy Architects
and Associates Ltd.**
10011 104th Avenue, Suite 100
Richmond, B.C. V6V 2G9
Tel: (604) 273-8888
Fax: (604) 273-8889
www.geoffkaddy.com

SOUTH
ELEVATION

Date	29/02/12
Drawn by	rd / aa
Checked by	aa

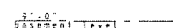
A301

EAST ELEVATION



----- aluminum window system

WEST ELEVATION



not for construction

HORIZON CRT
FUND GROUP INVESTMENTS LTD.
DARTMOUTH, NS

Geoff Keddy Architects
and Associates Ltd.

EAST - WEST
ELEVATIONS
Scale: 1" = 100'

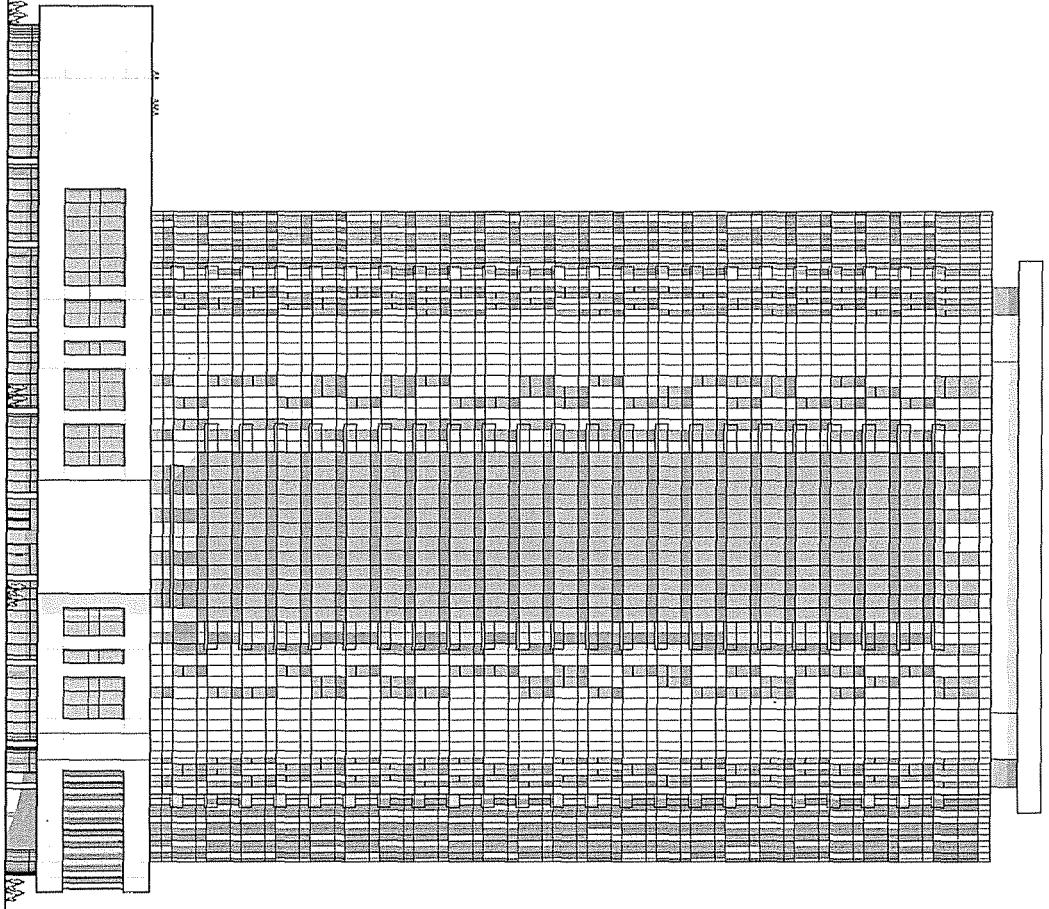
data
drawn by
LNA'd by.

09/02/2012
 14:15
 20

A302

Schedule H - North Building Elevation

NORTH ELEVATION



281'-0"	281'-0"
277'-0"	277'-0"
273'-0"	273'-0"
269'-0"	269'-0"
265'-0"	265'-0"
261'-0"	261'-0"
257'-0"	257'-0"
253'-0"	253'-0"
249'-0"	249'-0"
245'-0"	245'-0"
241'-0"	241'-0"
237'-0"	237'-0"
233'-0"	233'-0"
229'-0"	229'-0"
225'-0"	225'-0"
221'-0"	221'-0"
217'-0"	217'-0"
213'-0"	213'-0"
209'-0"	209'-0"
205'-0"	205'-0"
201'-0"	201'-0"
197'-0"	197'-0"
193'-0"	193'-0"
189'-0"	189'-0"
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177'-0"	177'-0"
173'-0"	173'-0"
169'-0"	169'-0"
165'-0"	165'-0"
161'-0"	161'-0"
157'-0"	157'-0"
153'-0"	153'-0"
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145'-0"	145'-0"
141'-0"	141'-0"
137'-0"	137'-0"
133'-0"	133'-0"
129'-0"	129'-0"
125'-0"	125'-0"
121'-0"	121'-0"
117'-0"	117'-0"
113'-0"	113'-0"
109'-0"	109'-0"
105'-0"	105'-0"
101'-0"	101'-0"
97'-0"	97'-0"
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89'-0"	89'-0"
85'-0"	85'-0"
81'-0"	81'-0"
77'-0"	77'-0"
73'-0"	73'-0"
69'-0"	69'-0"
65'-0"	65'-0"
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49'-0"	49'-0"
45'-0"	45'-0"
41'-0"	41'-0"
37'-0"	37'-0"
33'-0"	33'-0"
29'-0"	29'-0"
25'-0"	25'-0"
21'-0"	21'-0"
17'-0"	17'-0"
13'-0"	13'-0"
9'-0"	9'-0"
5'-0"	5'-0"
1'-0"	1'-0"

not for construction

I HORIZON CRT
A SERIES OF RESISTANCE
DARTMOUTH, NS

DART MOUTH

NORTH ELEVATION	
DATE	2023
BY	AS
NO.	1
REV.	1
DATE	2023
BY	AS
NO.	1
REV.	1
DATE	2023
BY	AS
NO.	1
REV.	1

Attachment B: Proposed Discharging Agreement

THIS DISCHARGING AGREEMENT made this day of , 2012,

BETWEEN:

(INSERT NAME OF CORPORATION),

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Mic Mac Boulevard, 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 Can-Euro Investments Limited to allow for the construction of multiple unit residential buildings on the Lands which was registered at Registry of Deeds in Halifax as Document Number 50221, in Book 75331, at Page 726 (hereinafter called the "Existing Agreement");

AND WHEREAS the Municipality entered into an amendment to the Existing Agreement with the Developer to allow an increase in the number of dwelling units within the building and design changes to the elevations of the building on the Lands which was registered at the Registry of Deeds in Halifax as Document Number 75954157 in Book 7813, at Page 970 (hereinafter called the "First Amending Agreement");

AND WHEREAS the Municipality entered into a second amendment to the Existing Agreement with the Developer to permit a second increase in the number of dwelling units within the building and design changes to the elevations of the building on the Lands which was registered at the Land Registration Office in Halifax as Document Number 84503367 (hereinafter called the "Second Amending Agreement");

AND WHEREAS the Developer has requested that the Existing and all Amending Agreements be discharged from that portion of the Lands described in Schedule B of this Agreement.

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Harbour East Community Council of the Municipality approved this request by resolution at a meeting held on [INSERT - date], referenced as Municipal Case Number 17143;

WITNESS that it is agreed that the Lands are hereby discharged from the Agreement.

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

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)**

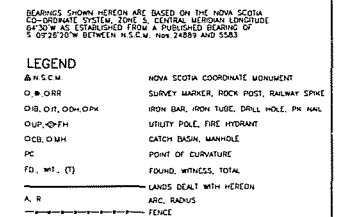
Per: _____

Per: _____
=====

**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____
Mayor

Per: _____
Municipal Clerk

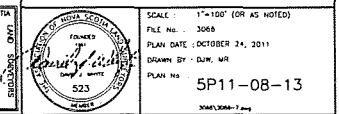


- SURVEYORS CERTIFICATE**
- I, DAVID J. WHITE, NOVA SCOTIA LAND SURVEYOR HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAN WAS CONDUCTED IN ACCORDANCE WITH THE ACT AND THAT THE SURVEY AND PLAN WERE MADE IN ACCORDANCE WITH THE NOVA SCOTIA LAND SURVEYORS ACT AND THE REGULATIONS MADE THEREUNDER.
- DATED THIS 24th DAY OF OCTOBER 2011
- David J. White*
- NSLS

WICMAE BOULEVARD	WOODLAND AVENUE
HIGHWAY 111	DARTMOUTH
HALIFAX COUNTY	NOVA SCOTIA

WHYTE, McELMON & ASSOCIATES LTD.
NOVA SCOTIA LAND SURVEYORS
DEVELOPMENT CONSULTANTS

HALIFAX www.wmca-nova.ns.ca NOVA SCOTIA



Attachment C: Excerpts from the Dartmouth MPS

Please note: A review of the proposed development relative to the applicable criteria of Policy H-17 is included in the Discussion section of this report. A review of the proposed development relative to policies IP-5 and IP-1(c) is included within this attachment.

(12) Can-Euro Investments Limited Lands - Horizon Court

The remaining lands of Can-Euro Investments Limited form a transitional area between the regional commercial centre of Mic Mac Mall and the medium/high density residential area of Horizon Court. The location of these lands has a fairly high profile from Woodland Avenue/Highway 111 and presents an opportunity for additional medium/high density residential development, in addition to office-commercial development which may benefit from this particular location.

The Original "Mic Mac Village Plan" created in 1963, identified an area for community park land partially in the area which is now owned by Can-Euro. The rezoning of this park land through the 2000/01 Woodland Avenue East Planning Process for future residential development displaced a portion of the original "park zoned" lands. As future development of the Can-Euro lands continues, it is necessary to recover suitable park land area to better serve the needs of this developing multiple unit residential area. While active parkland is available in the nearby Maybank field and Trans Canada Trail, playground areas combined with rest and relaxation areas for older residents are needed.

Policy H-17 *The continued development of the Can-Euro land at Horizon Court (PID # 40661589, #40698490, #40661571) for multiple unit residential use shall be subject to the requirements of 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). Council shall have particular regard for applicable provisions in addressing the recovery of park land displaced through the rezoning of "P" zoned lands as a part of the Woodland Ave East Planning Process.*

(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:

	Policy Criteria	Comment
(a)	adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;	The proposed building is 24 residential storeys on top of a 3 storey base having a curved south facing façade. The curved wall visually relieves the perceived bulk of the building. The proposed building is taller than the nearby 15 and 19 storey buildings but the new building shaft is several hundreds of feet away from either and also setback a minimum of 144 feet from adjacent property boundaries. This allows for adequate levels of natural light and privacy and views to the adjacent streets, parks and properties.
(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;	Controls on the height and bulk of the proposed building are described above. The proposed density for the site (62.05 d.u./acre) exceeds the R-3 (Multiple Family Residential - Medium Density) Zone standards for density (36.52 d.u./acre for the same number and proportion of 1:2 bedroom units). However, the proposed density falls below the R-4 (Multiple Family Residential – High Density) Zone standards for density (108.46 d.u./acre for the same number and proportion of 1:2 bedroom units). After subdivision of the lands is complete (to contain the proposed new building) the existing building at 10 Horizon Court will meet R-3 zone density standards. The preamble for Policy H-17 states the location of these lands has a fairly high profile from Woodland Avenue/Highway 111 and presents an opportunity for additional medium /high density residential development. The proposed lot coverage is 13% as compared to the 25% in the R-3 Zone and 50% in the R-4 Zone.

	Policy Criteria	Comment
	(ii) traffic generation, access to and egress from the site; and	A traffic analysis was submitted by the developer and the recommendations were accepted by HRM Traffic Services. The development agreement requires the Developer to design and construct two south bound lanes (a left-through and a right turn lane) to widen the Horizon Court approach to Mic Mac Boulevard and a left turn lane on Mic Mac Boulevard to Horizon Court. This is to ensure relatively unimpeded traffic flow on Mic Mac Boulevard.
	(iii) parking;	Parking is required pursuant to the requirements of the Land Use By-law, and all of the required parking for the residential component of the project is either provided underground (187 spaces) or as surface parking (176 spaces). The intent of such a relatively large surface parking area is to accommodate parking for the commercial uses.
(c)	adequacy or proximity of schools, recreation areas and other community facilities;	Crichton Park Elementary School, Lyngby Avenue, is in near proximity to the development. There are currently various recreation areas and facilities in the immediate vicinity of the proposed development > However the existing agreement required the developer prepare a master plan for Maybank Field community park and contribute \$7500 for the last building approved on the lands. The developer shall also construct a private neighbourhood park for the building residents.
(d)	adequacy of transportation networks in, adjacent to, and leading to the development;	Staff have reviewed the proposed access/egress to the site as well as a traffic analysis, prepared by a Professional Engineer, and submitted by the developer. The draft DA requires the developer to widen the Horizon Court approach to Mic Mac Boulevard to provide two south bound lanes (a left-through and a right turn lane) and to design and construct a left turn lane on Mic Mac Boulevard to Horizon Court at cost to the developer. The developer has agreed to construct the required upgrades required to accommodate the proposal and which will also benefit traffic movement. Under the terms of the existing development agreement on the lands the developer paid 14.10 % of the total project cost of upgrading of the Mic Mac Boulevard/Highway 111 less provincial and HRM cost sharing through Bylaw L-113.

	Policy Criteria	Comment
(e)	adequacy of useable amenity space and attractive landscaping such that the needs of a variety of household types are addressed and the development is aesthetically pleasing;	The proposed agreement requires that amenity space is provided in accordance with the Land Use By-law. Features will include a landscaped rooftop garden for the dwelling units and a private neighbourhood park. A professional Landscape Architect must prepare the Landscaping Plan with detailed design for the private park and other landscaped areas.
(f)	that mature trees and other natural site features are preserved where possible;	All undeveloped areas of the site must be landscaped. The landscape plan and the work must be certified by a Professional Landscape Architect.
(g)	adequacy of buffering from abutting land uses;	The site is horizontally separated from the boundaries of future development on the former MT&T lands by 144 feet, from the Maybank Field park by 126 feet and from Mic Mac Boulevard by 92 feet; these separation distances will be landscaped as the private park and will contribute to the minimization of impacts from the development. The proposed building is not in close proximity to any existing residential areas. Exterior materials and windows types will reduce potential noise impacts within the proposed dwelling units.
(h)	the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and	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 and Provincial standards as well as minimize impacts on adjacent properties. The developer has Approval from Nova Scotia Environment for a Wetland Alteration on the site and must meet all the terms and conditions of this approval.
(i)	the Land Use By-law amendment criteria as set out in Policy IP- 1(c). <u>As amended by By-law C-692, Dec. 4, 1991).</u>	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:

	Policy Criteria	Comment
(1)	that the proposal is in conformance with the policies and intent of the Municipal Development Plan	The proposal has been considered in accordance with policies H-17, IP-5, and IP-1(c).
(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	The proposed building will be located near existing 19 storey and 15 storey apartment buildings as well as a low rise elongated curving apartment building on Horizon Court. There are also large scale apartment buildings nearby on the south side of Mic Mac Boulevard. Staff believes the proposal is compatible and consistent with policy.

	Policy Criteria	Comment
(3)	provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries	Access to the proposed building is from a private right-of way (Horizon Court) extending north-north east from Mic Mac Boulevard to Glencairn Crescent, which abuts lands of Mic Mac Mall regional shopping centre. The draft DA requires the developer to widen the Horizon Court approach to Mic Mac Boulevard to provide two south bound lanes (a left-through and a right turn lane) and to design and construct a left turn lane on Mic Mac Boulevard to Horizon Court at cost to the developer. The proposed building is buffered from the existing tall buildings by an approximately 240 feet wide stand of existing vegetation. The proposed future building on the former MT&T lands will be screened by a horizontal separation distance of 144 feet with a planting of deciduous trees between the two properties. The Maybank Field Community Park will be buffered from the proposed new building by a horizontal separation distance of c. 126 feet designed and planted as a private park.
(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	The existing 2003 development agreement on the lands required the developer pay a capital cost contribution towards the costs of upgrading the Mic Mac Boulevard/Highway 111 interchange. The contribution was established through Local Improvement Charges By-law L-113. The amount was based on projected traffic volumes from the lands as a proportion of total traffic growth in the area. The existing agreement also required the developer to provide a Master Concept Plan as "work in kind" for the Maybank Field Community Park and make a \$7500.00 cash contribution to be utilized for improvements to said Park.
	(ii) the adequacy of sewer and water services and public utilities	No concerns were identified regarding the capacity of sewer or water. This infill development maximizes utilization of existing infrastructure. The private infrastructure required to service this development will be at cost to the developer and ownership will not be assumed by neither HRM or Halifax Water

	Policy Criteria	Comment
	(iii) the adequacy and proximity of schools, recreation and other public facilities	The Crichton Park Elementary School at Lyngby Avenue is in close proximity to the proposed development. There are currently a number of recreation areas in the immediate vicinity of the proposed development provided by Crichton School and Maybank Field Community Park, however the proposed agreement requires that amenity space be provided in accordance with the LUB and that the developer construct a private neighbourhood park for the residents.
	(iv) the adequacy of transportation networks in adjacent to or leading to the development	A traffic analysis was prepared and reviewed by staff and its recommendations were accepted. The developer is responsible for designing and constructing two south bound lanes (a left-through and a right turn lane) to widen the Horizon Court approach to Mic Mac Boulevard and a left turn lane on Mic Mac Boulevard to Horizon Court. A sidewalk on the north side of Horizon Court connecting to the existing sidewalk near Kent building supplies is required.
	(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas	The proposed agreement includes requirements for site grading, stormwater management and erosion and sedimentation controls in accordance with applicable HRM and Provincial standards.
	(vi) preventing public access to the shorelines or the waterfront	There is no shoreline or water frontage associated with this development.
	(vii) the presence of natural, historical features, buildings or sites	Staff are not aware of any such features on the lands.
	(viii) create a scattered development pattern requiring extensions to truck (<i>sic</i>) facilities and public services while other such facilities remain under utilized	The development would utilize sewer, water and transportation infrastructure that is already in place; private laterals (domestic water, sanitary, sprinkler) will extend from Mic Mac Boulevard. This proposed development is an example of urban infill and it maximizes utilization of existing infrastructure and services.
	(ix) the detrimental economic or social effect that it may have on other areas of the City.	Staff is not aware of any potential detrimental effects that the development may pose.
(5)	that the proposal is not an obnoxious use	The proposed use is not expected to produce any obnoxious impacts.

	Policy Criteria	Comment
(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	The use and density of the proposed development are controlled by the agreement. There is no phasing as the development is comprised of a single building. The developer is the current owner of adjacent developed lands.
	(ii) emissions including air, water, noise	The development is not expected to generate emissions that will warrant controls. However, mechanical equipment and refuse containers must be screened from adjacent properties.
	(iii) traffic generation, access to and egress from the site, and parking	Discussed above.
	(iv) open storage and landscaping	The proposed agreement requires that landscaping measures be planned and certified by a Landscape Architect. Open storage is not permitted.
	(v) provisions for pedestrian movement and safety	The agreement requires that the developer construct a sidewalk on the north side of Horizon Court from the proposed building to existing sidewalk that ends near Kent building supplies. Recommendations from the requested Wind Assessment regarding pedestrian safety and comfort at the ground floor entrances were incorporated into the design of the building.
	(vi) management of open space, parks, walkways	Currently there are a variety of recreation opportunities in the immediate vicinity of the proposed development, however the proposed agreement requires that amenity space be provided in accordance with the LUB, a portion of which must include a private neighbourhood park.
	(vii) drainage both natural and sub-surface and soil-stability	The proposed agreement includes requirements for site grading, stormwater management and erosion and sedimentation controls in accordance with applicable HRM and Provincial standards.

	Policy Criteria	Comment
	(viii) performance bonds.	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.
(7)	suitability of the proposed site in terms of steepness of slope, soil conditions, rock outcroppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors	No concerns have been identified with regard to these features on the lands. The development will have to comply with all applicable HRM, Provincial and Federal regulations related to watercourses and wetlands.
(8)	that in addition to the public hearing requirements as set out in the Planning Act and City by-laws, all applications for amendments may be aired to the public via the "voluntary" public hearing process established by City Council for the purposes of information exchange between the applicant and residents. This voluntary meeting allows the residents to clearly understand the proposal previous to the formal public hearing before City Council	A Public Information Meeting was held and the proposal cannot be approved unless Community Council holds a Public Hearing. Both meetings are advertised in the local newspaper and notices are sent directly to local residents.
(9)	that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:	
	(i) Council with a clear indication of the nature of proposed development, and	Not applicable.
	(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community	Not applicable.

	Policy Criteria	Comment
(10)	<p>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)</p>	Not applicable.

Attachment D: 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)

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 side yards and rear yards 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(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.

Attachment E: Minutes from Public Information Meeting

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 17143 - 27 STOREY RESIDENTIAL BUILDING WITH OFFICE AND
COMMERCIAL SPACE, DARTMOUTH**

**7:00 p.m.
Wednesday, September 7, 2011
Alderney Gate Library, Helen Creighton Room,
60 Alderney Drive, Dartmouth**

**STAFF IN
ATTENDANCE:** Darrell Joudrey, Planner, Planning Applications
Holly Kent, Planning Technician
Jennifer Little, Planning Controller

**ALSO IN
ATTENDANCE:** Geoff Keddy, Consultant
Dr. Gaspar, Property Owner
Councillor Gloria McCluskey, District 5

**PUBLIC IN
ATTENDANCE:** 21

The meeting commenced at approximately 7:16 p.m.

Opening remarks/Introductions/Purpose of meeting

Mr. Darrell Joudrey, Planner, Planning Applications, called the meeting to order at approximately 7:16 p.m. in the Alderney Gate Library, 60 Alderney Drive, Dartmouth. He introduced himself as the planner guiding this application through the process and also introduced Councillor Gloria McCluskey, Holly Kent, Planning Technician, HRM Planning Services and Jennifer Little, Planning Controller, HRM Planning Services.

Mr. Joudrey advised that the application is to enter into a development agreement to enable a 27 storey building having 24 floors residential development with the first 3 floors office and commercial space at the corner of Mic Mac Boulevard and Horizon Court.

Mr. Joudrey reviewed the application process, noting that the public information meeting is an initial step, whereby HRM reviews and identifies the scope of the application and seeks input from the neighborhood. The application will then be brought forward to Harbour East Community Council which will hold a public hearing at a later date, prior to making a decision on the proposed development.

Presentation on Application

Mr. Joudrey reviewed a slide of the location explaining that the surrounding uses include Can-Euro's existing high and low rise residential buildings on Horizon Court, a private road off of Mic Mac Boulevard. Also Dixel/Ollive Developments approved but as of yet undeveloped multiple-unit residential building on the former MT&T lands, HRM open space on Mic Mac Boulevard, low to mid rise multiple unit residential buildings across Mic Mac Boulevard and the Mic Mac regional commercial centre that includes a Metro Transit Terminal. He added that the site is 153,040 square feet and the proposed building will have a lot coverage of 13%. The building is setback 806 feet and 840 feet from the existing residential towers on Horizon Court; 144 feet from Kent Building Supplies; 126 feet from HRM ball field and 91 feet from Mic Mac Boulevard.

Mr. Joudrey reviewed Policy H-17 under the Dartmouth Municipal Planning Strategy explaining that it specifically enables high density residential uses with associated office and commercial development subject to the development agreement process. Under this policy, it requires that appropriate recreation and amenity areas are provided. These are subject to relative criteria set out in policies IP5 and IP-1(c). He explained that Council may approve variations to the R-3 zone requirements as the proposal is being considered by development agreement. Staff will use R3 requirements as a guide and look for the applicant to provide appropriate rationale if variations are requested.

Nick Fudge, Architect, reviewing a slide of the site plan, explained that the lot area is 153,040 sq.ft with the building footprint being 20,847 sq.ft. He explained that there will be 215 residential units, and an underground parking area which will have 356 parking spaces including service parking. The development will also include a park area, a restaurant an outdoor patio, a large party room with two suites and a proposed roof top winter garden.

Questions and Answers

Ms. May Huckle, Dartmouth, asked why this building is higher than the others and will it all be apartment living.

Mr. Joudrey explained that there will be 24 floors of residential with 216 units.

Ms. Huckle asked if there will be parking.

Mr. Joudrey explained that there is adequate parking available and it meets the regulations set out in the Land Use By-Law.

Ms. Mary Mattatall, Dartmouth, explained that the existing building sticks out like a sore thumb and requested to see a site plan of what all three buildings will look like together.

Mr. Fudge explained that there are trees that separate the three and that the only view that would show all three together would be an aerial shot.

Ms. Huckle explained that this is a residential area and addressed concern with the commercial component. She also addressed concern with the skyline.

Dr. Gaspar explained that this proposed building is only six floors greater than the other two.

Mr. Fudge explained that when increasing the density of the building it provides options for better quality of material and the overall quality of the building.

Mr. Gaspar explained that it actually costs 50% more to build this way but, it also will have more appeal as well.

Ms. Christine Gaspar explained that this was a technical decision to make the design more beautiful.

Ms. Mary Mattatall, Dartmouth, expressed concern with the development not being attractive because it is a residential building and addressed further concern with Dartmouth becoming a high rise city.

Ms. Grace Beuree, Dartmouth, enjoys the beautiful view of the harbor and expressed concern with the impact the building will have, the additional traffic and the lack of interest the commercial component will have since they are having a hard time filling commercial spaces in Mic Mac Mall.

It was recommended that the developers take into consideration the need of control over the summertime heat i.e., air conditioning units and also recommended doors and windows that have springs.

Mr. Joudrey explained that the traffic impact study requires a left turn lane off of Mic Mac Boulevard onto Horizon Court as well as a left-through on Horizon Court into the underground parking.

A member of the residents asked why they are looking at adding commercial within this development.

Mr. Gaspar explained that the commercial component was recommended to him by the Architect and previously looked at having the first three floors commercial but, decided only on the two. He added that he does not intend for the commercial tenants to generate a lot of traffic and doesn't have any concern with not being able to fill up the available commercial space.

Ms. Huckle explained that the current transportation roads will not be able to handle high rise developments. She also expressed concern with taxes and tax payers not getting what they pay for.

Mr. Weatherhead explained that he likes the quality of the design and added that the size of the property is a good size for this development. He asked about the esthetics.

Mr. Gaspar reviewed a slide of the site plan, explaining that this was the best possible design for the triangle shaped lot.

Mr. Weatherhead added that the scale of the buildings on the other side, are in perspective.

Ms. Hackle asked if there will be 215 parking spots for the 215 units.

Mr. Gaspar explained that there are 207 parking spots and 150 surface parking spaces.

Ms. Hackle asked about visitor parking.

Mr. Gaspar explained that the parking area allows for each tenant to have one parking space; this may or may not include for visitors. He explained that there will be 6-7 parking spaces on the surface. There may possibly be more depending on the need.

Mr. Wayne Beuree, Dartmouth, asked how many elevators will there be in the building and asked if there will be a freight elevator.

Mr. Gaspar explained that there will be 3 elevators and 1 freight elevator. He explained that he has received a lot of great ideas at this meeting and thanked the residents.

Mr. Keddy reviewed a slide and showing the route of traffic.

Mr. Joudrey explained that all information received for this application will be posted on the website.

Mr. Louis Lawen asked if there had been a shadow impact study completed and will there be any contributions for parkland from the developer.

Ms. Gaspar explained that there has not been a wind study completed.

As this time some residents asked Mr. Lawen about his current development.

A gentleman of the residence asked what the time frame will be.

Mr. Joudrey explained that the process typically takes approximately 8 months.

Closing Comments

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

Adjournment

The meeting adjourned at approximately 8:09 p.m.