



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

**Item No. 13.1.2**  
**Harbour East-Marine Drive Community Council**  
**November 1, 2018**

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

Original Signed

**SUBMITTED BY:**

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Kelly Denty, Director of Planning and Development

Original Signed

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Jacques Dubé, Chief Administrative Officer

**DATE:** October 10, 2018

**SUBJECT:** **Case 21927: Amending Development Agreement for 1490 Main Road,  
Eastern Passage**

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**ORIGIN**

Application by Garmar Investments Ltd.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

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

1. Give notice of motion to consider the proposed amending development agreement, as set out in Attachment A, to allow for the development of the lands and schedule a public hearing;
2. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the amending development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Garmar Investments Limited is applying to amend an existing development agreement to allow for the subdivision and development of a portion of lands at 1490 Main Road, Eastern Passage. The original planning application for the subject site considered the subdivision and development of a portion of the lands subject to the as-of-right provisions of the Regional Subdivision By-law (RSBL) and Eastern Passage/Cow Bay Land Use By-law (LUB). However, the development agreement did not correctly reference that portion of the site, rendering it ineligible for development as intended.

<b>Subject Site</b>	Comprised of 2 properties: 1490 Main Road (PID 00374652), 0 Main Road (PID 00400044)
<b>Location</b>	North of Main Road, East of Henneberry Drive, and West of Silvers Lane
<b>Regional Plan Designation</b>	Urban Settlement (US)
<b>Community Plan Designation (Map 1)</b>	Community Commercial Designation (CC) in the Eastern Passage/Cow Bay Municipal Planning Strategy
<b>Zoning (Map 2)</b>	C-2 (General Business) Zone under the Eastern Passage/Cow Bay Land Use Bylaw
<b>Size of Site</b>	1.94 ha (4.8 ac)
<b>Street Frontage</b>	9 m (29.6 ft.) along Main Road & 83.6 m (274 ft.) along Silvers Lane
<b>Current Land Use(s)</b>	Single family dwelling and vacant land
<b>Surrounding Use(s)</b>	The surrounding area is comprised mainly of residential and small scale commercial uses. Immediate surrounding land uses include: <ul style="list-style-type: none"><li>• South – A mixed use commercial/office building.</li><li>• West – vacant lands;</li><li>• North – vacant lands; and</li><li>• East - low density residential uses.</li></ul>

### **Existing Development Agreement**

The existing development agreement, approved by Harbour East-Marine Drive Community Council in 2016, permits two multiple unit dwellings, each containing 60 units, on two separate lots (Lots A and B on Attachment D). The original application by the property owner proposed the remaining portion of the site to be developed separately under the regulations of the Regional Subdivision By-law (RSBL) and Eastern Passage/Cow Bay Land Use By-law (LUB). This is reflected in several schedules of the existing agreement and in the original staff report presented to Regional Council on June 30, 2016 (Case 18599). A copy of the report can be found by following the link below. However, the development agreement did not clearly identify this particular area on the schedules attached to it, thereby inadvertently excluding provisions for its subdivision and development.

Case 18599 Staff Report: <http://legacycontent.halifax.ca/council/agendasc/documents/160809ca22.pdf>

### **Proposal Details**

The applicant proposes to amend the existing development agreement to allow for the subdivision and development of a portion of the lands referred to as Block C (Attachment D) under the regulations of the RSBL and LUB. No changes are proposed to the two multiple unit dwellings. The site layout, design, density, height, and other regulations regarding the multiple unit dwellings will remain the same.

### **Enabling Policy Context**

Policy COM-12 of the Eastern Passage/Cow Bay Municipal Planning Strategy (MPS) require a development agreement for any multiple unit dwelling of 13 or more units. This is the policy framework under which the agreement was considered and approved in 2016. These policies remain unchanged today and they apply to the request for an amendment to the existing agreement.

Policy COM-2 of the MPS establishes the C-2 (General Business) Zone within the LUB and directs that it be applied to lands within the Community Commercial Designation. The policy indicates that the C-2 Zone shall permit general commercial uses, as well as residential and community uses. Development shall be subject to specific size, scale, building placement, building design and construction, landscaping, signage and parking controls; all of which are embedded within the LUB.

Additionally, Section 6.1.1(1) of the existing development agreement identifies “the granting of an extension to the date of commencement of construction” as a non-substantive amendment.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public information meeting held on September 27, 2018. Attachment C contains a summary of comments from the public meeting. The comments received largely focused on traffic for the multiple unit dwellings.

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

The proposal will potentially impact local residents and property owners.

### **DISCUSSION**

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

#### **Proposed Development Agreement**

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

- Allow for the subdivision and development of a portion of the lands (known as Block C) through the regulations of the Regional Subdivision Bylaw and Eastern Passage/Cow Bay LUB;
- Require any use on Block C, other than single unit dwellings, to access the property through the shared common driveway;
- Require the fencing buffer for the multiple unit dwellings to be located along adjacent property boundaries with existing commercial and residential uses;
- Extension of the commencement of development date to reflect the delay this required amendment has caused; and
- Replace Schedules B and C. When the existing agreement was registered several schedules were corrupted and were illegible.

#### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The multi-unit dwelling design and site layout remain unchanged from what was approved in 2016. Block C is required to meet the regulations of the RSBL and LUB which include, but are not limited to, height, lot coverage, landscaping, screening from adjacent residential uses, and parking controls. To further ensure land use compatibility and reduce potential traffic

concerns on Silver Lane, the amending agreement requires any use other than single unit dwelling to access Block C via the shared common driveway. Therefore, staff recommend that the Harbour East-Marine Drive Community Council approve the proposed amending development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2018-2019 budget and with existing resources.

### **RISK CONSIDERATION**

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

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

### **ALTERNATIVES**

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

### **ATTACHMENTS**

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant Eastern Passage/Cow Bay MPS Policies
Attachment C:	Summary of Public Information Meeting
Attachment D:	Preliminary Plan of Subdivision

A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

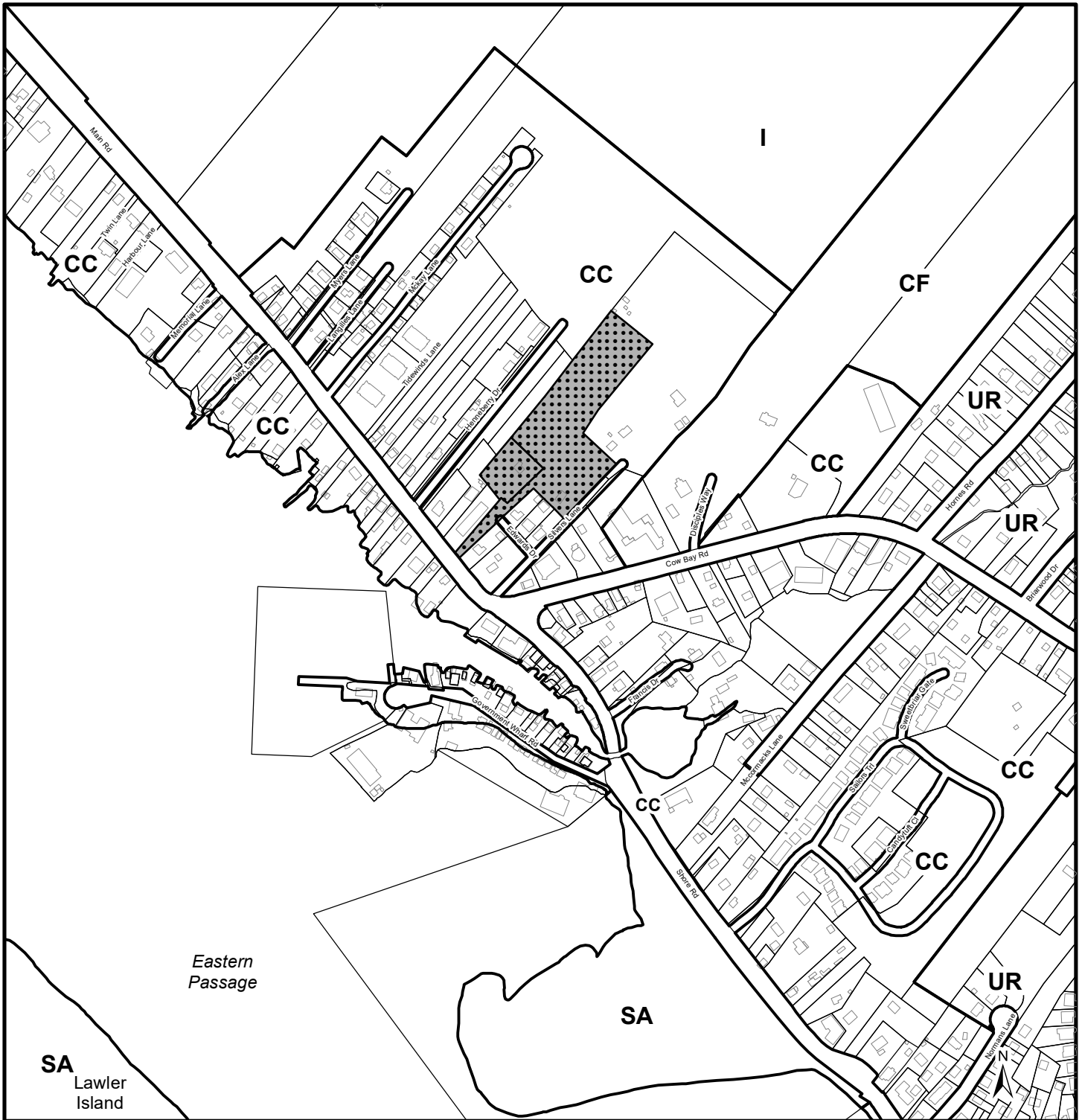
Report Prepared by: Dean MacDougall, Planner II, 902.490.4193

Original Signed

Report Approved by:

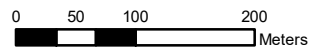
\_\_\_\_\_  
Carl Purvis, Acting Manager Current Planning, 902.490.4797

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**Map 1 - Generalized Future Land Use**

1490 Main Road,  
Eastern Passage



Amendments to Existing Development Agreement

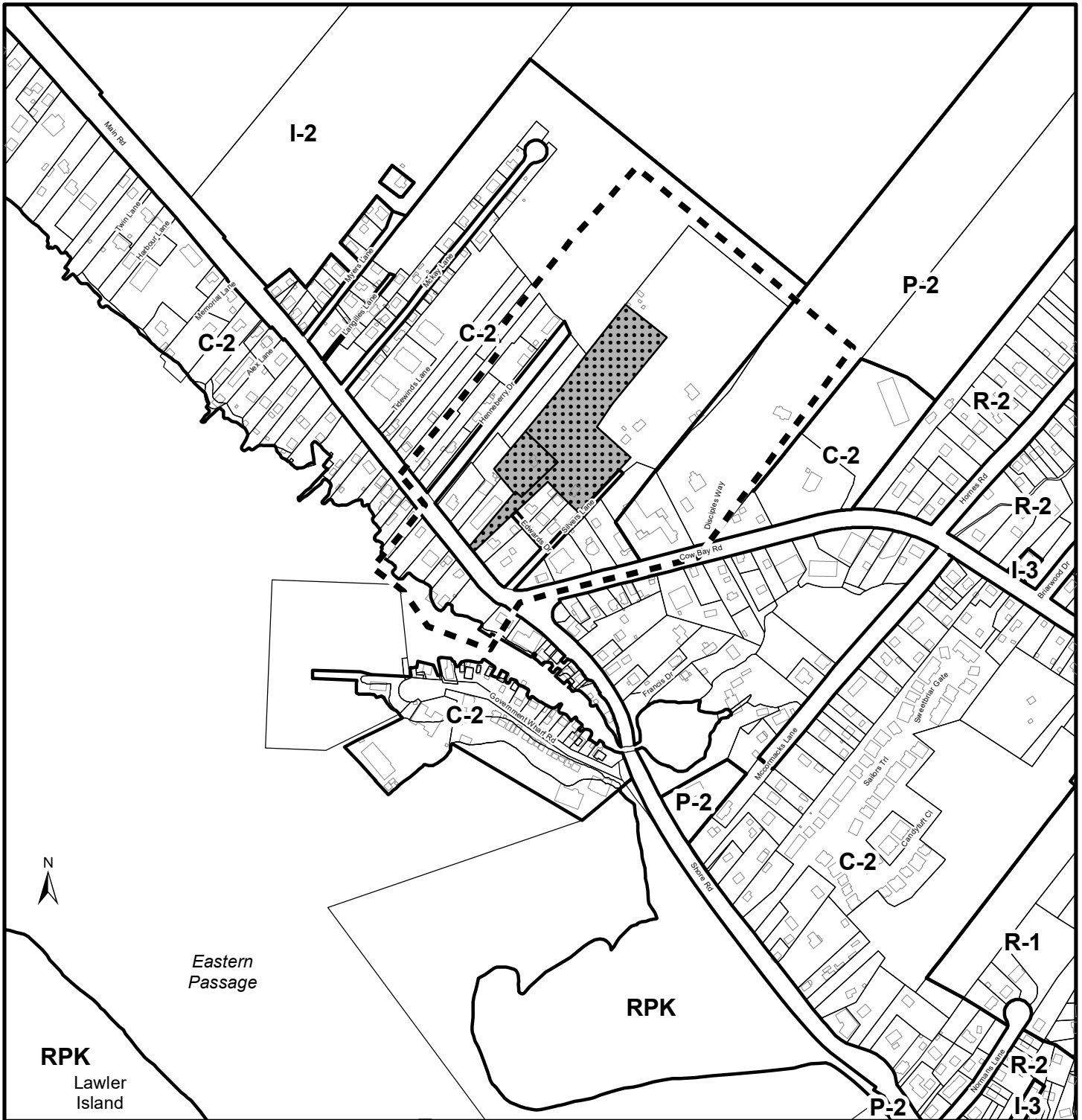
**Designation**

- UR Urban Residential
- CC Community Commercial
- I Industrial Mix
- SA Special Area

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

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


Eastern Passage/Cow Bay Plan Area




## Map 2 - Zoning and Notification

1490 Main Road,  
Eastern Passage

**HALIFAX**


 Amendments to Existing  
Development Agreement

 Area of Notification

Eastern Passage/Cow Bay Plan Area

### Zone

R-1 Single Unit Dwelling  
 R-2 Two Unit Dwelling  
 C-2 General Business  
 I-2 General Industry  
 I-3 Local Service  
 P-2 Community Facility  
 RPK Regional Park

0 50 100 200  
 Meters

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

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

Attachment A

THIS FIRST AMENDING AGREEMENT made this      day of **[Insert Month]**, 20\_\_,

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1490 Main Road, Eastern Passage and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Harbour East-Marine Drive Community Council of the Municipality approved an application to enter into a Development Agreement to allow for two multiple unit dwellings, each containing a maximum of 60 units, on the Lands (municipal reference number 18599), which said Development Agreement was registered at the Land Registration Office in Halifax on March 8, 2017 as Document Number 110431997 (hereinafter called the "Original Agreement");

AND WHEREAS the Developer has requested amendments to the Original Agreement to allow for the subdivision and development of the remainder on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy COM-12 of the Municipal Planning Strategy for Eastern Passage/Cow Bay;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 21927;

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

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1. Except where specifically varied by this First Amending Agreement, all other, conditions and provisions of the Original Agreement as amended shall remain in effect.
2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement and the Original Agreement.



3. Section 3.1 of the Original Agreement shall be amended by deleting the Schedules shown in strikeout and inserting the Schedules, shown in bold as follows:

~~Schedule B~~ ~~Site Plan~~  
~~Schedule C~~ ~~Landscape Plan~~  
~~Schedule D~~ ~~Preliminary Plan of Subdivision/Consolidation~~

**Schedule B-1 Site Plan**  
**Schedule C-1 Landscape Plan**  
**Schedule D-1 Preliminary Plan of Subdivision**

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

Schedule B Site Plan  
Schedule C Landscape Plan  
Schedule D Preliminary Plan of Subdivision/Consolidation

And inserting the following Schedules:

Schedule B-1 Site Plan (attached)  
Schedule C-1 Landscape Plan (attached)  
Schedule D-1 Preliminary Plan of Subdivision (attached)

5. The Original Agreement shall be amended by deleting all text references to Schedule B, Schedule C, and Schedule D and replacing them with the respective reference to Schedule B-1, Schedule C-1, and Schedule D-1.

6. Section 3.2 of the Original Agreement shall be amended by inserting the text shown in bold as follows:

**3.2 Requirements Prior to Approval for Lot A and Lot B**

7. Section 3.3 of the Original Agreement shall be amended by renumbering subsections 3.2.3 and 3.2.4, to 3.3.3 and 3.3.4 respectively.

8. Section 3.3 of the Original Agreement shall be amended by inserting the following subsection, directly after subsection 3.3.4, shown in bold as follows:

**3.3.5 Notwithstanding subsection 3.3.1 Block C shall be subdivided and developed according to regulations of the Regional Subdivision Bylaw and the Land Use By-law for Eastern Passage/Cow Bay.**

9. Section 3.4 of the Original Agreement shall be amended by inserting the following subsection, directly after subsection 3.4.2, as shown in bold as follows:

**3.4.3 Block C shall not be subject to any phasing or phasing requirements.**

10. Section 3.7 of the Original Agreement shall be amended by inserting the text shown in bold as follows:

3.7 Siting and Architectural Requirements **for Lot A and Lot B.**

11. Section 3.9 of the Original Agreement shall be amended by inserting the following subsections, directly after subsection 3.9.5, shown in bold as follows:

**3.9.6 Block C, and any future subdivision thereof, shall be permitted access from Silvers Lane for single unit dwellings.**

**3.9.7 Any other land uses on Block C, or portions of land subdivided thereof, shall only be permitted access from Main Road over the Common Shared Private Driveway on Lot A. A registered easement for pedestrian and vehicular access over the driveway on Lot A in favour of Block C, or portions of land subdivided, shall be required. Additionally, a barrier shall be installed, to the satisfaction of the Development Officer, to restrict access from Block C, or any lot subdivided from it, to Silvers Lane for any land uses other than single unit dwellings. Minor alterations to the required landscaping on Lot A and Lot B shall be permitted to accommodate access from Block C, or portions of land subdivided, to the Common Shared Private Driveway.**

12. Subsection 3.10.1 of the Original Agreement shall be amended by inserting the text shown in bold as follows:

3.10.1 Where the lands are subdivided, said subdivision shall be **generally** in accordance with Schedule D-1 **for the multi-unit buildings as indicated as Lot A and Lot B. The further subdivision of Block C shall comply with the requirements of the Regional Subdivision Bylaw and Land Use By-law for Eastern Passage/Cow Bay.**

13. Section 3.11 of the Original Agreement shall be amended by inserting the text shown in bold as follows:

3.11 **Outdoor Lighting for Lot A and Lot B**

14. Subsection 3.12.1 of the Original Agreement shall be amended by inserting the text shown in bold as follows:

3.12.1 Landscaping of the property shall be **as generally** shown on Schedule C. **The "Park", including gazebo, benches, and walkway cul-de-sac shown on Schedule C shall be optional.**

15. Subsection 3.12.2 of the Original Agreement shall be amended by deleting text shown in ~~strikeout~~ and inserting the text shown in bold as follows:

3.12.2 The Developer agrees to construct a fence as **generally shown** ~~identified~~ on Schedule C. The fence shall be a minimum of 6 feet in height and opaque. **The fence shall only be required along shared property boundaries with existing residential/commercial uses that front on Main Road and Edwards Drive.**

16. Subsection 7.3.1 of the Original Agreement shall be amended by deleting text shown in strikeout and inserting the text shown in bold as follows:

7.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of ~~this~~ **the First Amending Development** 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.

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

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

**MAYOR**

\_\_\_\_\_  
Witness

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

**MUNICIPAL CLERK**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

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A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

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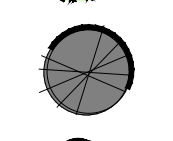
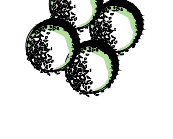

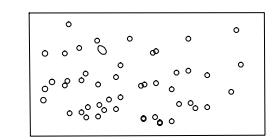
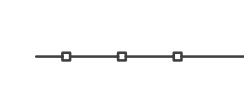

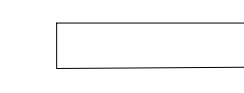
A Commissioner of the Supreme Court  
of Nova Scotia

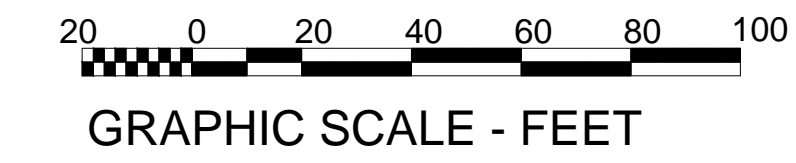


Schedule C-1 - Landscape Plan



**LEGEND**

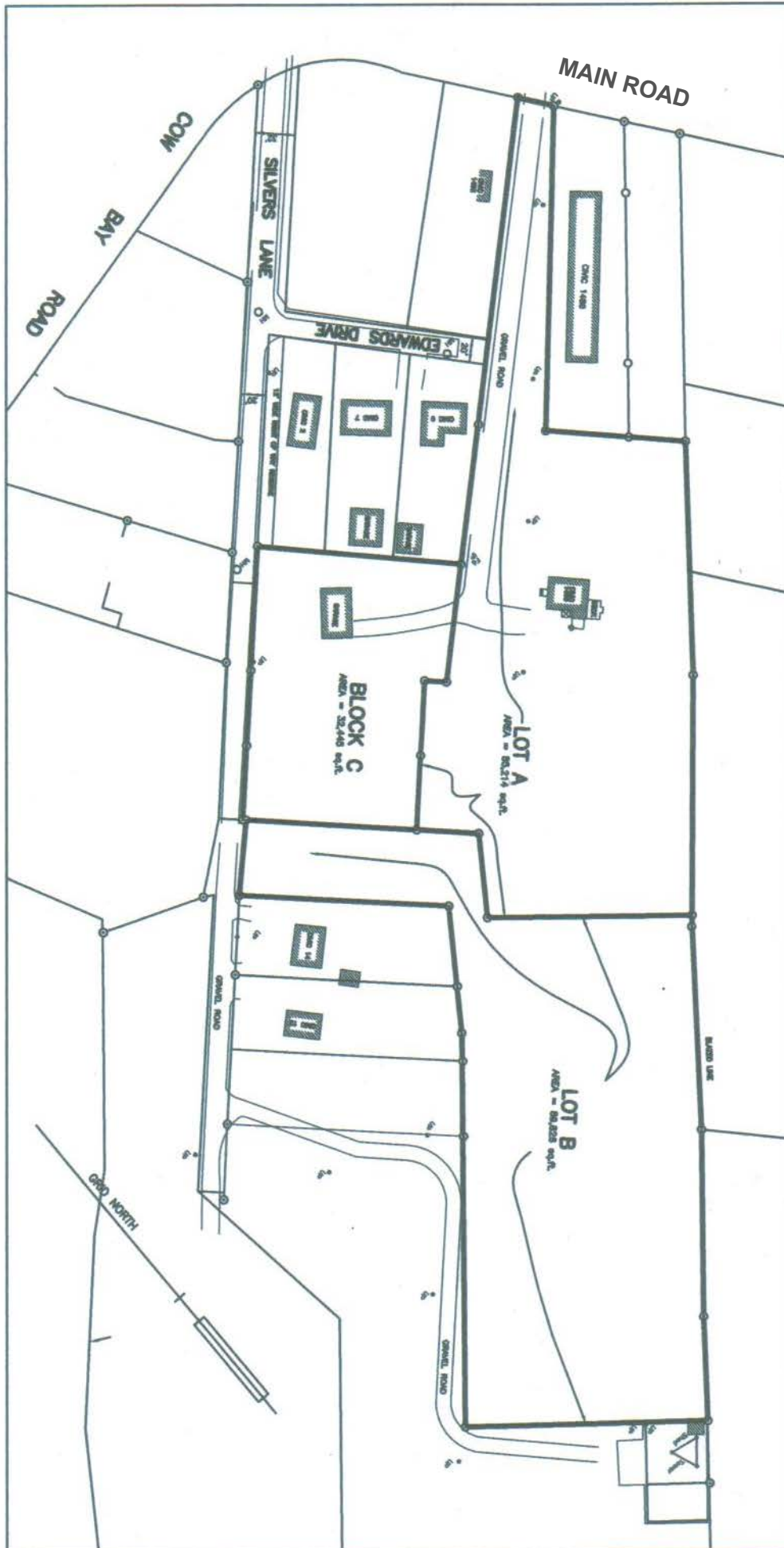
- DECIDUOUS TREE 
- CONIFEROUS TREE 
- SHRUBS 
- GROUNDCOVERS 
- AREA TO BE SODDED OR SEEDDED 
- PRIVACY FENCE 
- PROPERTY BOUNDARY 
- BENCH 



NOTE:  
SITE PLAN PREPARED BY  
J.DOUGLAS MILLER - ARCHITECT

Designer <b>Gordon Ratcliffe</b> <b>LANDscape ARCHITECTS</b> 2055 Route 329, RR #1 HUBBARDS, NOVA SCOTIA CANADA, B0J 1T0 TEL: (902) 478 - 3683 FAX: (902) 857 - 1108 grla@eastlink.ca	Project by :	Garmar Investments Ltd.	Revision :			Scale : AS NOTED Drawn: LG Date: July 15th, 2015	LANDSCAPE PLAN L.1
	Project Name :	COVE'S EDGE COURT	NO. Comments	Date	By		
			01 Issue for DA-HRM - July 15th, 2015	July 15th, 2015	LG		

Schedule D-1 - Preliminary Plan of Subdivision





**Attachment B – Review of Relevant Eastern Passage/ Cow Bay MPS Policy**

<b>Policy Criteria</b>	<b>Comment</b>
<p>COM-2 It shall be the intention of Council to establish a C-2 (General Business) Zone within the Land Use By-Law and apply it to the Community Commercial Designation. The C-2 (General Business) Zone shall permit general commercial uses, as well as residential and community uses. The permitted uses shall reflect the traditional waterfront uses and promote tourist related activities. Development shall be subject to specific size, scale, building placement, building design and construction, landscaping, signage and parking controls, and all commercial uses and multiple residential unit dwellings must have direct access to either Main, Cow Bay or Shore Roads.</p>	<p>The property is within the Community Commercial Designation and is intended to be developed as-of-right through the regulations of the LUB. Any proposed development will be required to meet the requirements of the zone, which include specific regulations for any permitted use on size, scale, building placement, building design, landscaping, signage and parking controls. The development rights of the remaining lands were incorrectly suspended by the error made in the existing Development Agreement. This amendment will correct that mistake.</p>

<p>COM-12 Excluding lands on the harbour side of Main and Shore Roads and those lands fronting on Government Wharf Road, multiple unit dwellings with more than 12 dwelling units shall be considered within the Community Commercial Designation by development agreement. In considering any such agreement, Council shall have regard to the following:</p>	
<b>Policy Criteria</b>	<b>Comment</b>
(a) The lot shall have a minimum lot area of 1,858 square metres (20,000 square feet);	Addressed under the existing development agreement and will not change under this amending agreement. Site is in excess of 20,000 square feet.
(b) The lot shall have frontage on a public street;	Addressed under the existing development agreement and will not change under this amending agreement. The site has frontage on Main Road.
(c) Access shall be from a public street unless another access is deemed to be acceptable by the Municipal Engineer;	Addressed under the existing development agreement and will not change under this amending agreement. The site has direct access to Main Road.
(d) Buildings shall be a maximum height of 4 storeys and a penthouse, where a penthouse is comprised of mechanical equipment or amenity areas and occupies a maximum of 30% of a rooftop area;	Addressed under the existing development agreement and will not change under this amending agreement. The proposed buildings are four storeys in height with a penthouse on the fifth floor which is comprised of common internal amenity area (approximately 492 sq. m. (5300 sq. ft.) and space for mechanical equipment.
(e) Buildings shall have a minimum setback from interior lot lines a distance that is equal to half the height of the building, exclusive of penthouses, with greater setbacks and the use of measures such as vegetation, fences, and building massing and design to address impacts on adjacent residential uses;	Addressed under the existing development agreement and will not change under this amending agreement. Setbacks from the buildings to the western interior lot line are a minimum of 6.0 metres (20ft), which is equal to half the height of the building (exclusive of the penthouse). Setbacks along the eastern lot boundary have been enhanced to create areas for parking and to mitigate impacts to existing development. Development is separated and adequately buffered to adjacent lands through fencing and vegetation around the perimeter of the property.
(f) Buildings shall be of a design that is complementary to the surrounding area;	Addressed under the existing development agreement and will not change under this amending agreement. Site is a flag lot. The design of the

		proposed buildings are suitable for back land developments and will integrate well into the existing neighbourhood.
(g)	There shall be a mixture of dwelling unit types and sizes;	Addressed under the existing development agreement and will not change under this amending agreement. A range of 1, 2 and 3 bedrooms units are proposed.
(h)	There shall be a maximum density of 36 units per acre;	Addressed under the existing development agreement and will not change under this amending agreement. The proposed density is approximately 30 units per acre.
(i)	There shall be sufficient parking for residents and other uses and the majority of such parking shall be below-grade;	Addressed under the existing development agreement and will not change under this amending agreement. Of the 187 parking space provided 56% (102 spaces) are proposed to be subsurface. The total number of parking spaces is considered adequate to meet residents' parking needs in a suburban context.
(j)	Areas that are not occupied by buildings or parking shall be comprised of landscaping;	Addressed under the existing development agreement and will not change under this amending agreement. The proposal contains landscaped, green areas around the building perimeter and parking areas.
(k)	There shall be sufficient common landscaped open space and amenity areas;	Addressed under the existing development agreement and will not change under this amending agreement. A landscaped area is proposed to service the development. An easement in favour of both buildings (independent of future ownership) is required to enable common access over time..
(l)	Properties that are within the vicinity of the intersection of Main Road, Shore Road, and Cow Bay Road, with sufficient frontage on these roads, shall have buildings with ground floor commercial uses that are consistent with the character of this area, including having buildings situated close to an oriented to these roads, and in such instances consideration shall be given to reducing the setback provisions of (e); and	Addressed under the existing development agreement and will not change under this amending agreement. The site is a flag lot with narrow frontage on Main Road and is set back some 78.9 metres (259 feet) restricting its direct orientation to the street. Therefore ground floor commercial is not considered suitable for this development.
(m)	Provisions of Policy IM-11 (a), (b) and (d).	See below

<b>IM-11</b>		
In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this planning strategy, Council shall have appropriate regard to the following matters:		
	<b>Policy Criteria</b>	<b>Comment</b>
(a)	that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;	The proposed developed meets the intent of the Eastern Passage/ Cow Bay MPS.
(b)	that the proposal is not premature or inappropriate by reason of:	
	(i) the financial capability of the Municipality to absorb any costs relating to the development;	There would be no costs to HRM.

	(ii) the adequacy of sewer and water services;	No concerns were identified regarding the capacity of sewer or water infrastructure. The water and sewer capacity exists but will be re-evaluated at the permitting stage.
	(iii) the adequacy or proximity of school, recreation and other community facilities;	Comments were not provided from HRSB. There are adequate parkland and community facilities within a short distance.
	(iv) the adequacy of road networks leading or adjacent to or within the development; and	There are no concerns relative to traffic generation and the capability of the existing street network to handle this traffic. Any use other than single unit dwellings will be required to access Main Road from the shared driveway as per the recommendation of the traffic study.
	(v) the potential for damage to or destruction of designated historic buildings and sites.	N/A
(c)	that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:	
	(i) type of use;	Residential land uses are adequately screened and separated from low density residential uses. The LUB has regulations regarding screening and separation embedded into the C-2 Zone requirements.
	(ii) height, bulk and lot coverage of any proposed building;	Addressed under the existing development agreement for the multi-unit buildings and will not change under this amending agreement. The LUB has regulations regarding height and lot coverage embedded into the C-2 Zone requirements.
	(iii) traffic generation, access to and egress from the site, and parking;	Addressed under the existing development agreement and will not change under this amending agreement. A Traffic Impact Study has been submitted under the original application. The proposed driveway access is sufficient to provide adequate access and egress.
	(iv) open storage;	No open storage is proposed
	(v) signs; and	Addressed under the existing development agreement and will not change under this amending agreement.
	(vi) any other relevant matter of planning concern.	N/A
(d)	that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding; and	Addressed under the existing development agreement and will not change under this amending agreement. The site is relatively flat with a slight grade. There are no identified watercourses on the site.
(e)	any other relevant matter of planning concern.	N/A

(f)	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)	N/A
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**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case 21927**

**The following does not represent a verbatim record of the proceedings of this meeting.**

**Monday, September 27, 2018**  
**7:00 p.m.**

**Ocean View Elementary School (Gym) - 51 Oceanview School Rd, Eastern Passage, NS**

**STAFF IN**

**ATTENDANCE:** Dean MacDougall, Planner, HRM Planning  
Alden Thurston, Planning Technician, HRM Planning  
Tara Couvrette, Planning Controller, HRM Planning  
Councillor, Bill Karsten, District 03

**PUBLIC IN**

**ATTENDANCE:** Approximately: 5

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The meeting commenced at approximately 7:01 p.m.

**Call to order, purpose of meeting – Dean MacDougall**

Mr. MacDougall introduced himself as the Planner and Facilitator for the application. They also introduced; Councillor Bill Karsten, Tara Couvrette – Planning Controller, and Alden Thurston - Planning Technician.

Case 21927: Application by Gary Edwards and Garmar Investments for substantive amendments to an existing development agreement on lands at 1490 Main Road, Eastern Passage to allow for subdivision and development of remainder lands.

Mr. MacDougall explained; the purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

**1a) Presentation of Proposal – Mr. MacDougall**

Mr. MacDougall provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the applicants request. Mr. MacDougall outlined the context of the subject lands and the relevant planning policies.

**2. Questions and Comments**

While going through the presentation there was general conversation around a map that was shown on the projector. Councillor Karsten requested that people in attendance let Dean go through the presentation and then ask questions at the end.

**Pat Hansel – Eastern Passage**, asked about zoning and what C2 means. **Mr. MacDougall** provided the uses that could be put on the lands under the C2 zoning.

**Heather Johnson - Eastern Passage**, wanted to know what the rest of the property would be used for and if a traffic study was done at that major intersection. **Mr. MacDougall** explained the land would only be used for things permitted in the C2 zone, as-of-right. **Mrs. Johnson** feels it makes more sense to come in and out at Silvers Lane so that it isn't so close to the intersection. **Councillor Karsten** explained that this is not the planner from the original agreement so they couldn't answer specifics as to why something was done and stated there were specific reason why it was coming out where it was.

**Ernie Aresnault – Eastern Passage**, has concerns over traffic at the intersection and this being so close to that intersection. Wanted to know what the height of the buildings was going to be. **Mr. MacDougall** stated they would be 4-5 storeys. **Mr. Aresnault** wanted to know if the developer needed this piece of land to be approved for the 2 buildings. Mr. MacDougal explained the developer did not need this piece of land for the initial development. The fact that this piece of land was included was an error and this is just to correct that error. This land was never supposed to be included in the initial development agreement. **Mr. Aresnault** would like to know what the commencement date for the 2 buildings would be and how long they have to build the two building. **Mr. MacDougall** explained how those things worked.

**Public**, at 1488 Main Rd. has traffic concerns where she exits at 1488 Main Rd. and at 1490 being that much closer to the intersection the concerns would be the much greater. Wanted to know if the speed limit might be changing. Also, would like to know about the size of the driveway **Mr. MacDougall** stated the speed limit would not be changing and this project meet all egress and ingress and the driveway would be sufficient to provide two-way traffic.

**MLA - Barbara Adams**, wanted clarification on what lands they were talking about. Asked about the width of the road and the consideration for sidewalks. Stated at rush hour there are big concerns when it comes to traffic. Also, wanted to know if they knew what the rent would be for the two buildings that were already approved. Landscaping and is there a timeframe for that. Time limit on the time of day they can perform construction. Wanted to know about adding additional crosswalks. **Mr. MacDougall** stated there would be a sidewalk all the way up the road and 2 way traffic.

**Councillor Karsten** – clarified what we were out to talk about and the timeframes in this process. Also spoke to traffic concerns.

### **3. Closing Comments**

**Mr. MacDougall** thanked everyone for coming and expressing their comments.

### **4. Adjournment**

The meeting adjourned at approximately 7:33 p.m.

Attachment D - Preliminary Plan of Subdivision

