



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

## Item No. 8.1

Harbour East-Marine Drive Community Council  
October 24, 2022  
December 1, 2022  
January 12, 2023

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

**-Original Signed-**

**SUBMITTED BY:**

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Kelly Denty, Executive Director of Planning and Development

**DATE:** September 16, 2022

**SUBJECT:** **Case 23928: Development Agreement for 386 Cow Bay Road, Eastern Passage**

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### **ORIGIN**

Application by ROMS KAIG Spryfield 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 development agreement, as set out in Attachment A, to allow a two-storey, 12-unit multiple unit building in Eastern Passage and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

ROMS KAIG Spryfield Ltd. is applying to enter into a development agreement to build a two-storey, 12-unit apartment building at 386 Cow Bay Road in Eastern Passage. The proposed building will replace an existing single unit dwelling with residential development that increases density and massing as anticipated by the local plan.

<b>Subject Site</b>	386 Cow Bay Road, Eastern Passage
<b>Location</b>	Located west of Caldwell Road and Cow Bay Road intersection
<b>Regional Plan Designation</b>	Urban Settlement (US) under the Regional MPS
<b>Community Plan Designation (Map 1)</b>	Urban Residential (UR) under the Eastern Passage-Cow Bay MPS
<b>Zoning (Map 2)</b>	R-2 (Two Unit Dwelling) under the Eastern Passage-Cow Bay LUB
<b>Size of Site</b>	1,695 sq. m (18,244.83 sq. ft.)
<b>Street Frontage</b>	20.14 m (66.08 ft.)
<b>Current Land Use(s)</b>	Residential (a single unit dwelling and accessory buildings)
<b>Surrounding Use(s)</b>	<u>West</u> : Abutting single unit dwelling and two-storey two-unit dwellings on nearby Caldwell Road <u>East</u> : Adjacent residential cul-de-sac of two-storey townhouses and abutting residential and bar/restaurant use to the east of the subject site <u>South</u> : Two-storey two-unit dwellings and place-of-worship on opposite side of Cow Bay Road; access to pedestrian walkway to Kohar Court on opposite side of Cow Bay Road; access to Heritage Hills subdivision on opposite side of Cow Bay Road; <u>North</u> : Two-storey semi-detached dwellings fronting Taylorwood Lane

## **Proposal Details**

The applicant proposes to develop a multiple unit dwelling. The major aspects of the proposal are as follows:

- Site access from Cow Bay Road;
- The proposed building will be two storeys in height;
- 12 apartment units consisting of two three-bedroom units, six two-bedroom units and four one-bedroom units;
- Ground floor units have ground level amenity space; second floor units have recessed balconies;
- The form is a gable roofed wood frame building; the gable end is street facing; and
- Surface parking spaces for 16 cars; Class A and B bicycle parking to meet LUB requirements.

## **Enabling Policy and LUB Context**

Policy UR-8 allows Council to consider permitting multiple unit dwellings within the Urban Residential designation which are of a small scale (policy criteria permits up to 12 units) and in keeping with the low-density character of the surrounding area, according to the development agreement provisions of the *HRM Charter*. As a medium density residential use, multiple unit dwellings provide an alternative form of housing which contributes to the overall housing mix in the plan area.

The R-2 (Two Unit Dwelling) Zone was originally applied as the base zone to all lands under the Urban Residential designation in the plan area. MPS policy notes significant community concerns associated with the impact of two-unit dwelling infill on single unit dwelling neighbourhoods, related both to the increases in density resulting from two-unit development, and to the visual impact of these generally larger structures on existing single unit neighbourhoods.

The current R-2 zoning on the site permits single and two-unit dwellings; existing day care facilities for not more than fourteen (14) children; home child care services for not more than three (3) children; home offices; home business uses; bed and breakfast establishments and open space uses.

## **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 (299 unique views received), signage posted on the subject site, and 333 letters with fact sheets mailed to property owners within the 500 feet notification area (Map 2). The public comments received generally include the following topics:

- Increased traffic volumes heighten existing issues at nearby street intersections of Cow Bay Road and Caldwell Road and Cow Bay Road and Heritage Hills Drive;
- Proposal taller than nearby homes;
- Noise and lack of privacy (overview from second storey units) for existing adjacent homes;
- Out of scale for small (area), narrow site and too close to property lines;
- Not a good fit in neighbourhood;
- Loss of existing vegetation; and
- Causation of drainage issues on abutting properties as building overly large for site.

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 a notice published to the HRM website, property owners within the notification area shown on Map 2 will be notified of the public hearing by regular mail.

## **DISCUSSION**

Staff have reviewed the proposal relative to all relevant policies and advise that it is reasonably 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 development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Proposed building form;
- Site development plan;
- Parking lot location, number of spaces and landscape screening;
- Landscaping treatment to provide methods for mitigating overlook;
- Requirement for a landscape plan prepared by a landscape architect; and
- Changes able to be considered as non-substantive amendments, including landscaping measures and extensions to the amount of time for commencement or completion of the development.

The attached proposed development agreement will permit a two storey, 12-unit apartment building, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

### **Building Height, Lot Coverage and Massing**

The proposed building is two storeys in height, or 27 feet to the roof ridgeline, and is similar to or lower than surrounding existing two storey homes on the opposite side of Cow Bay Road, abutting Campeau Court and nearby Caldwell Road. The low pitch gable roof, overall low profile, recessed balconies, lot coverage and vertical siding create compatibility with adjacent land uses when considering the height, massing, lot coverage and appearance of the proposed building. At 30.8%, the proposed lot coverage is considerably lower than the C-2 Zone standard of 50% for multiple-units, is in keeping with the lot coverage provisions

for other residential zones (current R-2 zoning permits 35% lot coverage), and will contribute to establishing similar character.

Policy UR-8 allows consideration of small scale 12-unit apartments, and anticipates that some of these apartment buildings would be built on smaller, tighter lots. Accordingly, the policy indicates that Council should consider adequate separation distances from low density development. The proposed building is an average 3.65 metres (11.97 feet) from the eastern property bound and an average 3.75 metres (12.35 feet) from the western property boundary. For comparison, the side yard setbacks for the current R-2 Zone are 3.0 metres (10 feet). The proposed development agreement contains provisions for visual screening of the apartment building from abutting properties.

### **Site Layout and Screening**

The proposed building is set back further from the streetline than abutting and nearby buildings with parking in front of the building. Staff suggested changes to the layout to align the building façade with the existing building line along Cow Bay Road and provide the parking at the rear of the site. The applicant's rationale to retain the parking in the front yard was that providing a driveway to rear parking would shift the building closer to one of the side property boundaries, diminish the ground-level amenity space for those closer units and require placement of the driveway within the ground level amenity space of the other side.

Pushing the proposed building nearer a property boundary would also diminish the privacy of any overlooking units and the abutting neighbours. If a zero-lot line situation were created then the matter of windows on the elevation at the property boundary would trigger building code considerations in terms of number of windows, size and type of glass permitted. The applicant is proposing to retain the existing vegetation at the rear of the site, reasoning that having a building next to the vegetation would be more beneficial as an amenity than being against a parking lot. The proposed development agreement requires a landscape plan to be prepared and specifically directs the plan to provide visual screening of the parking lot and ground-level apartments from abutting properties.

The local building pattern is one where buildings are located and oriented to present an attractive outlook of windows and entrances to the street but where increases in density are sought there is a need to introduce variety in built form such as this proposed apartment building. Beyond the atypical aspect of locating parking in front of the building as described above, the creation of an efficient internal floorplan of the building has caused the main entrance to be located in the side yard rather than in the front gable end (locally, the side yard entrance is typically the kitchen area, not the main vestibule). Staff advise that the side yard entrance does not adversely effect privacy of the residents or the quality of the proposed development.

### **Traffic Impact Study**

The Traffic Impact Study (TIS) submitted in support of the proposed development was reviewed by Development Engineering and deemed acceptable. The TIS determined the new use is expected to generate up to 6 trips/hour (1 inbound and 5 outbound) during the weekday morning peak period and 9 trips/hour (6 inbound and 3 outbound) during the weekday afternoon peak period. The study suggests the new site-generated peak hour trips will have negligible impact on the study area streets and intersections. The new vehicle trips were calculated to add, on average, about one vehicle every six to ten minutes during peak times. As such, there is expected to be sufficient capacity along the Cow Bay Road corridor to accommodate the expected increase in traffic associated with the proposed development.

The site's driveway will be relocated to the southeast corner of the property and the review concluded the stopping sight distance at the new site access location appears to meet minimum requirements for the expected operating speeds. The regulatory speed limit along Cow Bay Road is 50 km/h.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that it is reasonably consistent with the intent of the MPS. The proposed building will have 12 units in a two-storey gable-roofed building that is compatible with neighbouring land uses when considering the massing, lot coverage and

appearance. The site will be developed with vegetative screening and other plantings of the parking lot, driveway and ground-level apartments to address privacy and separation concerns of neighbouring properties. The TIS submitted in support of the application has been reviewed and findings accepted by Development Engineering. Therefore, staff recommend that Harbour East-Marine Drive Community Council approve the proposed development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2022-2023 operating budget for Planning and Development.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed 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 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 and Review Board as per Section 262 of the *HRM Charter*.
2. Harbour East-Marine Drive Community Council may choose to refuse the proposed 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 and Review Board as per Section 262 of the *HRM Charter*.

### **ATTACHMENTS**

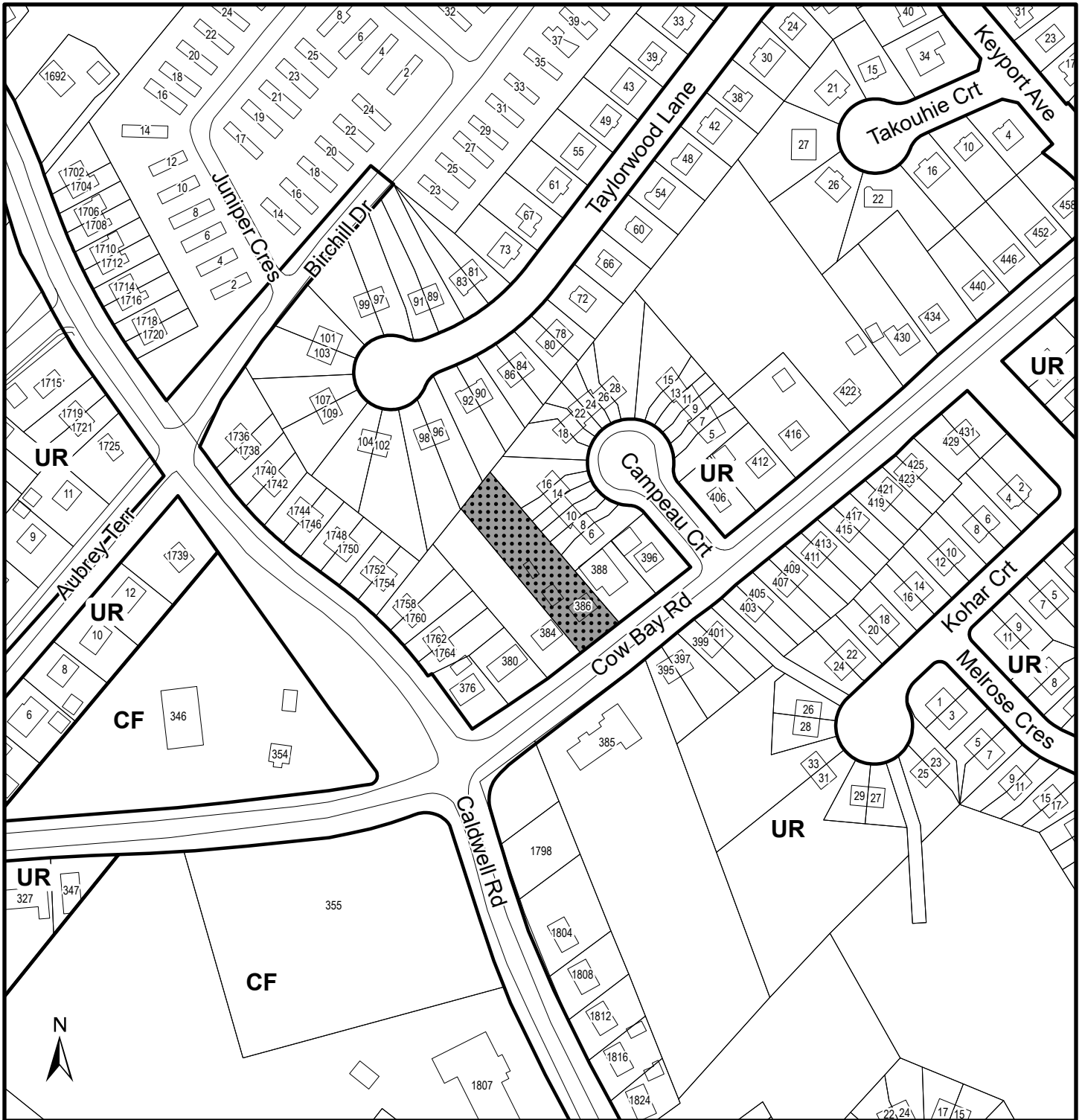
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies

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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.


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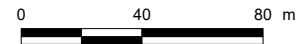


**Map 1 - Generalized Future Land Use**

386 Cow Bay Road,  
Eastern Passage

 Subject Property

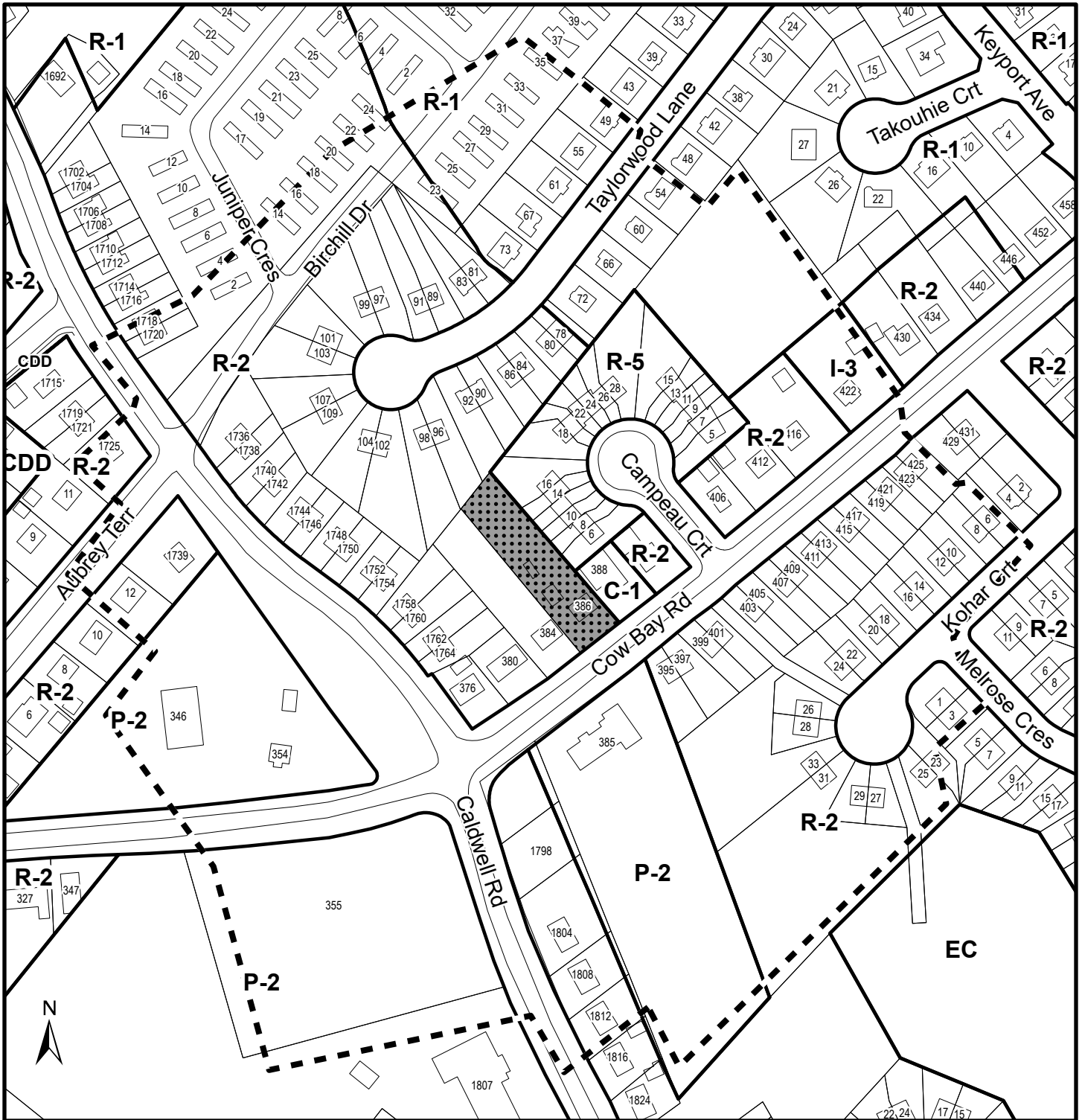
**Designation**  
 CF Community Facility  
 UR Urban Residential



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

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



Eastern Passage / Cow Bay  
Plan Area



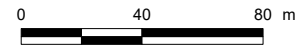
**Map 2 - Zoning and Notification Area**

386 Cow Bay Road,  
Eastern Passage

**HALIFAX**

-  Subject Property
-  Area of Notification

- Zone**
- C-1 Local Business
  - EC Environmental Conservation
  - I-3 Local Service
  - P-2 Community Facility
  - R-1 Single Unit Dwelling
  - R-2 Two Unit Dwelling
  - R-3 Mobile Dwelling



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

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

Eastern Passage / Cow Bay  
Land Use By-Law Area

**ATTACHMENT A: PROPOSED DEVELOPMENT AGREEMENT**

THIS 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 386 Cow Bay Road, Eastern Passage and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for a two storey apartment building with 12 units on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR-1, UR-5, UR-8 and IM-11 of the Eastern Passage-Cow Bay Municipal Planning Strategy and Parts 2, 4, 5, 8 and 14 of the Eastern Passage-Cow Bay Land Use By-law;

**AND WHEREAS** the Harbour East-Marine Drive Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 23928;

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

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

### **1.1 Applicability of Agreement**

- 1.1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

### **1.2 Applicability of Land Use By-law and Subdivision By-law**

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Eastern Passage-Cow Bay Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Eastern Passage-Cow Bay Land Use By-law shall not be permitted in accordance with the *Halifax Regional Municipality Charter*.

### **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 Eastern Passage-Cow Bay Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial and 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 Eastern Passage-Cow Bay 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**

- 1.5.1 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**

1.6.1 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.

## **1.7 Lands**

1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **PART 2: DEFINITIONS**

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

2.1.1 All words unless otherwise specifically defined herein shall be as defined in the Eastern Passage-Cow Bay Land Use By-law and Regional 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**

3.1.1 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 23928:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Floor Plans
Schedule D	Elevations

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

3.2.1 Prior to beginning any site work or issuance of a Lot Grading Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Post securities in accordance with Section 3.8 of this Agreement;
- (b) Written confirmation and photographs demonstrating the existing buildings/structures on the Lands have been removed.

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) Landscape Plan in accordance with Section 3.8 of this Agreement.

3.2.3 Prior to the issuance of the first Occupancy Permit for the building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.

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 Eastern

Passage-Cow Bay 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.

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

3.3.1 The uses of the Lands permitted by this Agreement are the following:

- (a) a two storey, 12-unit multiple unit dwelling; and
- (b) parking, both vehicular and bicycle, subject to the provisions contained within the Eastern Passage-Cow Bay Land Use By-law as amended from time to time except where varied by this Agreement.

3.3.2 The Development Officer may permit unenclosed structures attached to the building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Eastern Passage-Cow Bay Land Use By-law as amended from time to time.

### **3.4 Building Siting**

3.4.1 The building's siting, bulk and scale shall comply to the following:

- (a) lot coverage shall not exceed 32%;
- (b) the building shall be a minimum of 37.6 metres (123.4 feet) from the front property line;
- (c) all portions of the building above grade are a minimum of 3.3 metres (10.83 feet) from the east property line and a minimum of 3.7 metres (12.14 feet) from the west property line;
- (d) the maximum building height shall not exceed 8.2 metres (27 feet); and
- (e) the Development Officer may permit a 5% increase to the provision identified in clause 3.4.1(d) provided the intent and all other specific provisions of this Agreement have been adhered to.

### **3.5 Architectural Requirements**

3.5.1 The main entrance to the building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, corner boards, fascia boards or an acceptable equivalent approved by the Development Officer. Service entrances shall be integrated into the design of the building and shall not be a predominant feature.

3.5.2 The façade facing Cow Bay Road shall be designed and detailed as the primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

3.5.3 Large blank walls or wall areas shall not be permitted. The apparent scale of large walls shall be visually reduced by the introduction of surface articulation and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.

3.5.4 Any exposed foundation in excess of 0.254 metres (10 inches) in height and 0.93 square metres (10 square feet) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

3.5.5 Exterior building materials shall not include stucco, stucco systems or EIFS.

- 3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.7 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Cow Bay Road, Caldwell Road or Campeau Court or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.8 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

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

- 3.6.1 The parking area shall be sited as generally shown on Schedule B. The parking area shall maintain setbacks from the property lines as generally shown on the plan.
- 3.6.2 The parking area shall provide a minimum of 16 parking spaces. The limits of the parking area shall be defined by a boundary treatment (wall, fence or hedge) and landscaping (hedge, flower borders or grass).
- 3.6.3 The parking area and driveway access to said parking area shall be screened from views from abutting properties on the east and west property lines where possible by plantings of upright form trees or hedges along those property lines or fences with climber plantings where there is narrow separation as provided for by the Landscape Plan in accordance with 3.8 of this Agreement.

### **3.7 Amenity Space**

- 3.7.1 A total minimum of 183 square metres (1968 square feet) of amenity space shall be provided of which:
- (a) a minimum of 145 square metres (1560 square feet) is to be provided as outdoor amenity space; and
  - (b) a minimum of 38 square metres (408 square feet) of indoor amenity space shall be provided.
- 3.7.2 Indoor amenity space shall:
- (a) be located at the second floor level and does not include access to outdoor amenity space; and
  - (b) have a minimum area of 4.65 square meters (50 square feet).
- 3.7.3 Outdoor amenity space shall:
- (a) be designed to have both soft and hard landscaping elements, as defined in the Land Use By-law; and
  - (b) have a minimum area of 11 square metres (118.4 square feet).

### **3.8 Landscaping**

- 3.8.1 All plant material shall conform to the Canadian Nursery Landscape Association's *Canadian Nursery Stock Standard (9<sup>th</sup> edition)*.
- 3.8.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan that complies with the provisions of this section and generally conforms with the overall intentions

of the Site Plan shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

- 3.8.3 The Landscape Plan shall provide for visual screening of the parking area and driveway access as described in Section 3.6 of this agreement.
- 3.8.4 The Landscape Plan shall provide for visual screening for the ground level dwelling units from views from abutting properties on the east and west property lines where possible by plantings of upright form trees or hedges along those property lines or fences with climber plantings where there is narrow separation.
- 3.8.5 Prior to issuance of the first 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 Development Agreement.
- 3.8.6 Notwithstanding subsection 3.8.5 where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.9 Maintenance**

- 3.9.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.9.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.10 Signs**

- 3.10.1 The sign requirements shall be accordance with the Eastern Passage-Cow Bay Land Use By-law as amended from time to time.
- 3.10.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.
- 3.10.3 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 3.10.4 Signs shall only be externally illuminated.

### **3.11 Outdoor Lighting**

3.11.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.12 Temporary Construction Building**

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

### **3.13 Screening**

3.13.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Cow Bay Road and residential properties along the eastern and western property lines. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.13.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from the Cow Bay Road or incorporated into the architectural treatments and roof structure.

3.13.3 Any mechanical equipment shall be screened from view from Cow Bay Road and abutting residential properties with a combination of fencing and landscaping elements.

### **3.14 Reinstatement**

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

### **3.15 Backyard and Secondary Suites**

3.15.1 Backyard Suites and Secondary Suites shall not be permitted.

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

### **4.1 General Provisions**

4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

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

4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

### **4.3 Undergrounding Services**

4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to the building shall be underground installation.

#### **4.4 Solid Waste Facilities**

- 4.4.1 The development shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the site plan and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 4.4.2 Refuse containers and waste compactors shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.4.3 All refuse and recycling materials shall be contained within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

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

#### **5.1 Private Storm Water Facilities**

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

#### **5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

#### **5.3 Sulphide Bearing Materials**

- 5.3.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

### **PART 6: AMENDMENTS**

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

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
  - (a) Changes to the landscaping measures as detailed in Section 3.8 or which, in the opinion of the Development Officer, do not conform with Schedule B;
  - (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
  - (c) The length of time for the completion of the development as identified in Section 7.4.4 of this Agreement.

## **6.2 Substantive Amendments**

- 6.2.1 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**

- 7.1.1 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 the Chief Administrative Officer for the Municipality.
- 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 three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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-

### **7.4 Completion of Development**

- 7.4.1 Upon the completion of the whole development, the Municipality 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 Agreement which have been completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Eastern Passage-Cow Bay, as may be amended from time to time.
- 7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.
- 7.4.3 In the event that development on the Lands has not been completed within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.



## **7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development after five (5) years from the date of execution of this Agreement the Municipality 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**

- 8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

### **8.2 Failure to Comply**

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 60 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 defence based upon the allegation that damages would be an adequate remedy;
  - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
  - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
  - (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
*Print Name:* \_\_\_\_\_

*Print Position:* \_\_\_\_\_

*Date Signed:* \_\_\_\_\_

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

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

*Date Signed:* \_\_\_\_\_

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

*Date Signed:* \_\_\_\_\_

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

Project Name:

386 COW BAY RD

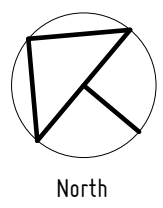
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 Client Project Manager: Ron Omessi  
 Site Name: 386 Cow Bay Rd  
 Building Name:  
 Building Number:  
 Building Acronym:  
 Address: Eastern Passage, NS, B3G 1A3

Consultant:

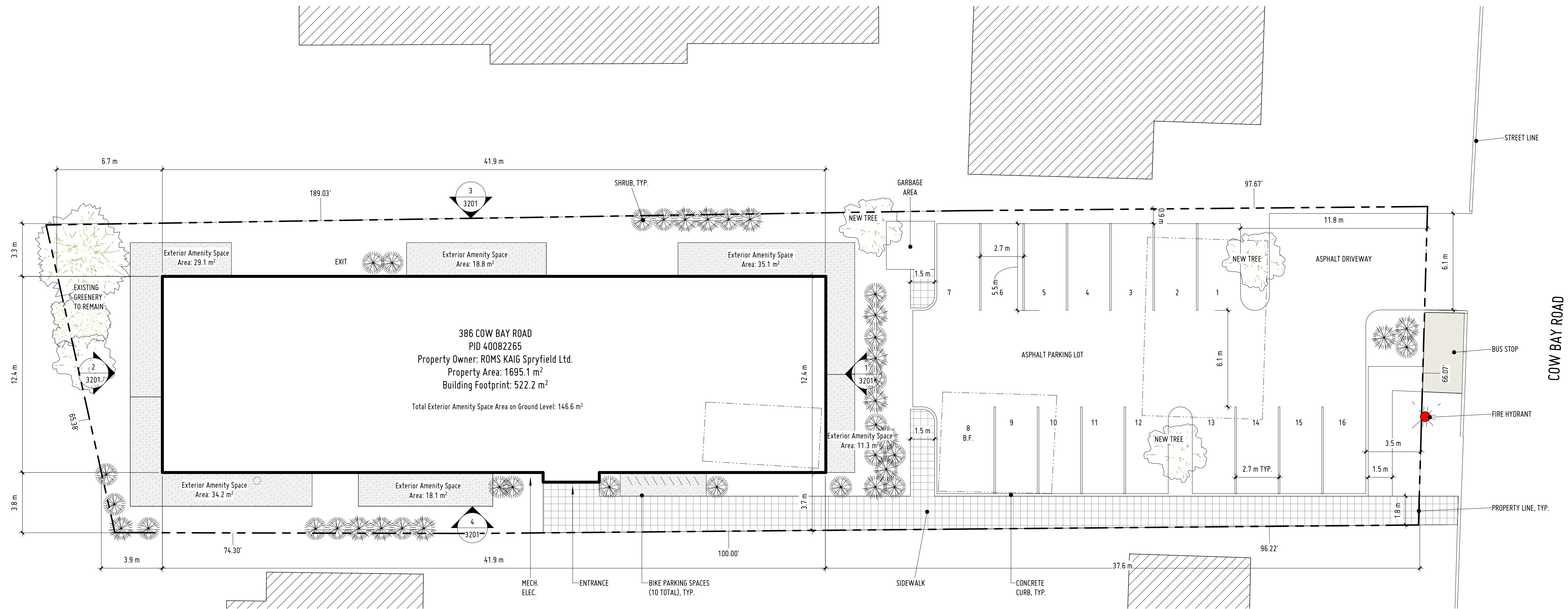


Project No. 2021002

Sub-Consultant:



Schedule B



1 Site Plan  
 1: 150



Project Revisions:

Issue: Permit Set  
 Date: 30 JUN 2022  
 Drawn by: MK  
 Checked by: MMJ

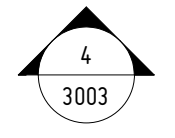
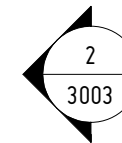
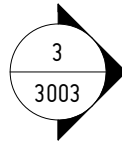
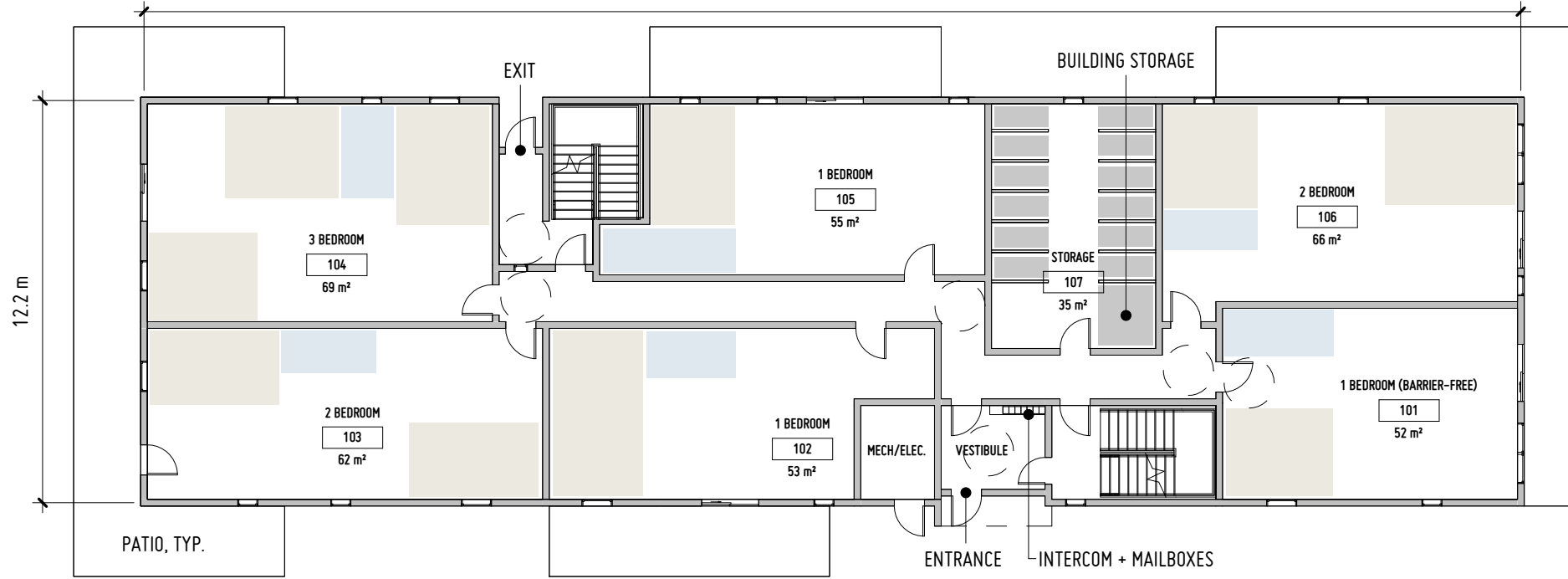
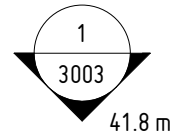
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Sheet Title:

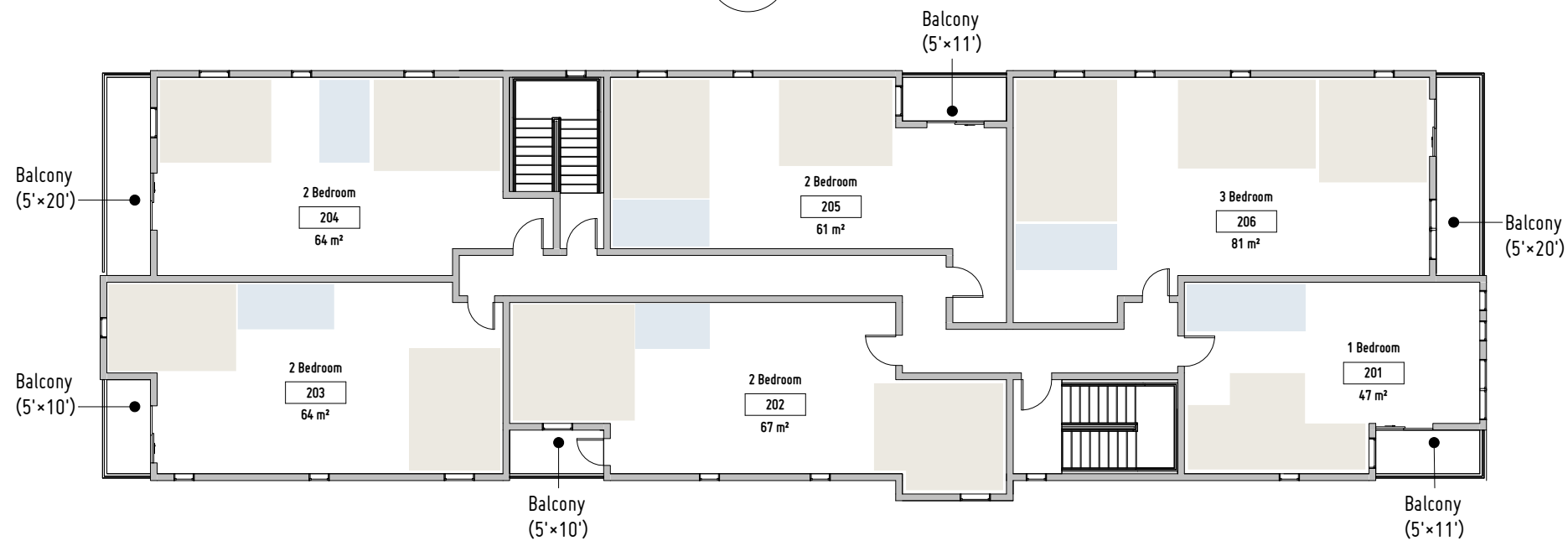
SITE & LANDSCAPING PLAN

Sheet Number:

# Schedule C



1 Level 1  
1:192



2 Level 2  
1:192

UNIT COUNT	
1 Bedroom	4
2 Bedroom	6
3 Bedroom	2
<b>TOTAL</b>	<b>12</b>

LEGEND	
	Bedroom
	Bathroom
	Storage Stall



Project: 386 COW BAY  
Subject: Level 1 and 2

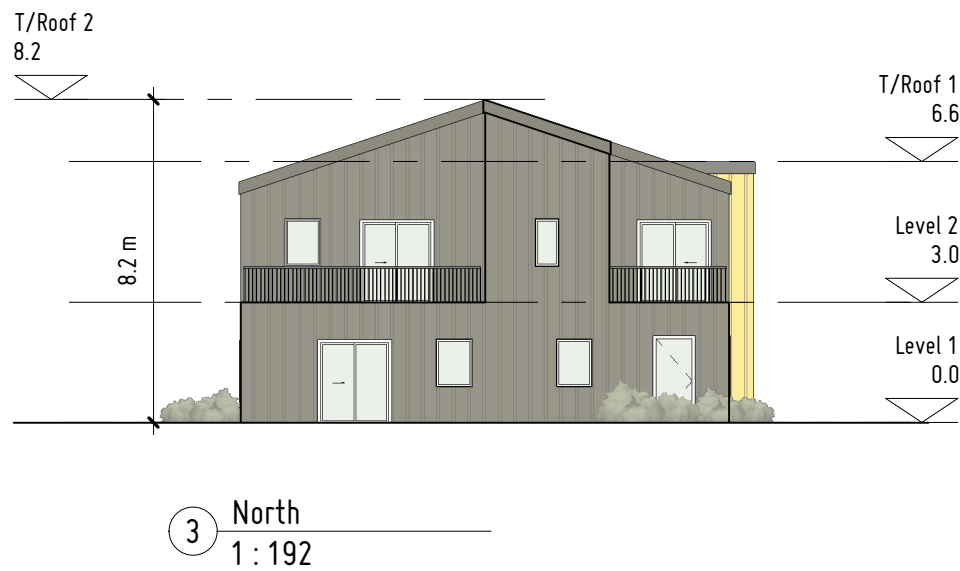
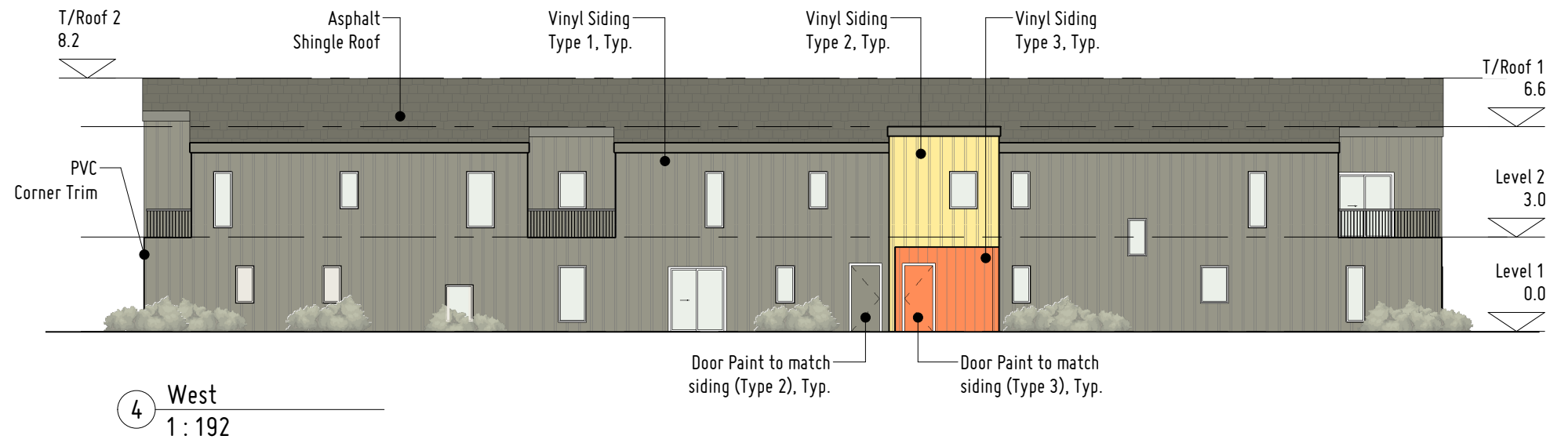
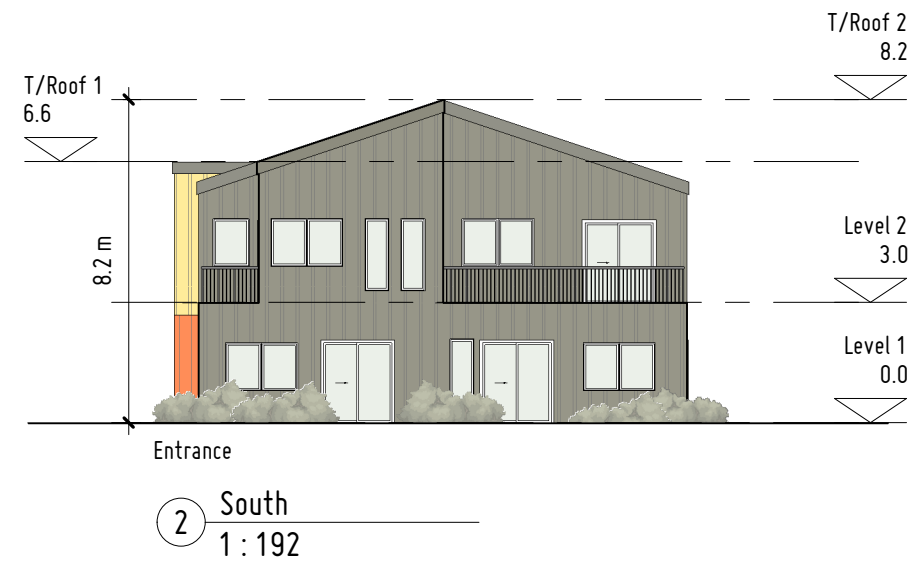
Seal

1	22 Jun 2021	Issued for Client Review
2	08 Jul 2021	Issued for Client Review
3	19 Jul 2021	Issued for Client Review
4	21 Jul 2021	Issued for Client Review
5	3 Nov 2021	Issued for DA App
6		

Date: 17 Jun 2021  
Scale: 1/16" = 1'-0"  
Drawn: RG  
Client Project No.  
JAL Project No. 2021002

3002

# Schedule D



**LEGEND**

	Board Batten: Vertical Vinyl Siding: Dark Grey to match roof
	Board Batten: Vertical Vinyl Siding: Dark Orange
	Board Batten: Vertical Vinyl Siding: Light beige
	Asphalt Shingle Roof
	Door painted to match siding

Seal

1	22 Jun 2021	Issued for Client Review	Date:	17 Jun 2021
2	08 Jul 2021	Issued for Client Review	Scale:	1/16" = 1'-0"
3	19 Jul 2021	Issued for Client Review	Drawn:	RG
4	21 Jul 2021	Issued for Client Review	Client Project No.	
5	3 Nov 2021	Issued for DA App	JAL Project No.	2021002
6				

**3003**

<b>Eastern Passage-Cow Bay Municipal Planning Strategy</b>	
<b>Policy</b>	<b>Staff Comment</b>
<p><b>UR-1</b>  <i>In recognition of the established residential community and the need to provide for a variety of residential opportunities as the communities continue to grow and evolve, it shall be the intention of Council to establish the Urban Residential Designation as shown on Map 1 - Generalized Future Land Use. The designation shall constitute the priority area for continuing residential development and for those uses which are supportive of residential environments.</i></p>	<p>Policy advises that consideration may be given to residential development within the Urban Residential designation of the Eastern Passage-Cow Bay Municipal Planning Strategy (MPS) on the subject lands. Staff will consider all relevant plan policies and other material considerations such as the <i>HRM Charter</i> and associated planning guidance of the Regional plan.</p>
<p><b>UR-5</b>  <i>It shall be the intention of Council to establish a general objective of 70:30 as a housing mixture ratio between single unit dwellings and other types of residential dwellings units within the Plan Area.</i></p>	<p>The “70:30 policy”, as it is known colloquially, has been carefully considered by planning staff in regard to the built ratio and the developer’s proposal. As of July 2021 the actual built ratio of single unit dwellings (including mobile homes) to all other types of dwellings was 65:35. This application does not include single unit dwellings and is for a multiple unit building only; the ratio is to be considered for individual developments in accord with direction from the NSUARB. However, the policy does not preclude the submission of an application and it is Council that will determine if the proposal is reasonably consistent with the plan policy.</p>
<p><b>UR-8</b>  <i>Notwithstanding Policy UR-2, it shall be the intention of Council to consider permitting multiple unit dwellings within the Urban Residential Designation which are of a small scale and in keeping with the low density character of the surrounding area, according to the development agreement provisions of the <u>Planning Act</u>. In considering such agreements, Council shall have regard to the following:</i></p>	
<p><i>(a) that the maximum number of dwelling units shall not exceed twelve (12);</i></p>	<p>The request is for 12 apartment units.</p>

Attachment B: Review of Relevant MPS Policies

<p><i>(b) the adequacy of separation distances from low density residential developments;</i></p>	<p>Providing that existing abutting low density residential meets required setbacks then the setbacks of the proposed building in combination with those will provide adequate separation distances.</p> <p>The proposed sideyard setbacks are: 4m (13.12') front corner right (northeast), 3.7m (12.14') front corner left (south), 3.3m (10.83') rear corner right (north) and 3.8m (12.47') rear corner left (northwest) compared to C-2 zone requirement of minimum sideyard 1.22m (4') one side and 6.1m (20') the other side. The proposed rear yard setback is 6.7m (21.98') rear corner right (north) and 3.9m (12.8') rear corner left (northwest) compared to the C-2 zone requirement for rear yard setback of 12.2m (40'). The proposed front yard setback is 37.6m (123.36') compared to C-2 zone requirement of 1.22m (4').</p> <p>Privacy issues are linked to separation distances that typically limit direct overlooking. A certain amount of overlooking is a fact of life in the suburbs. Infill developments such as this will inevitably result in an increase of overlooking so setbacks and good design are important in mitigating overlooking.</p>
<p><i>(c) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>The proposed building is compatible with adjacent land uses when considering the height, massing, lot coverage and appearance of the proposed building. The proposed building height is 8.2m (26.9') compared to the C-2 zone's permitted height of 10.67m (35'). That is similar to the height of residential buildings on the opposite side of Cow Bay Road and on nearby Caldwell Road. Proposed lot coverage is 30.8% compared to C-2 zone standard 50% for multi-units and 35% compared to R-2 zone which is in keeping with the lot coverage provisions for residential zones and will contribute to establishing similar character. See Policy IM-11 (c)(ii) below.</p>



Attachment B: Review of Relevant MPS Policies

<p><i>(d) that site design features, including landscaping, amenity areas, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of residents of the development;</i></p>	<p>The proposed building is set back a considerable distance from the front yard setback of the existing house on the site. This setback will vary from the local pattern where buildings have a consistent setback from the streets. The proposed building is similarly sited as local buildings in that it has a facade facing the street and has limited sideyards.</p> <p>Suburban design best practices suggest that infill projects maintain the existing setback, or use an average of the setbacks where there are variations, and that parking be provided in the rear of the property if possible.</p> <p>Staff recommend siting the proposed building at the front yard setback of the existing residential structure (see IM-11(c)(iii)). Surface parking area should be minimized and incorporate permeable materials into the parking lot design where possible beyond the paved driveway required within the HRM r.o.w.. The proposed landscaping as shown on the site plan seems adequate for the development and the development agreement will require a landscaping plan. Each at-grade residential unit has a private amenity space in the form of a ground-level patio while second floor units will have balconies. Staff suggest ground-level private amenity spaces be defensible.</p>
<p><i>(e) that municipal central services are available and capable of supporting the development;</i></p>	<p>The applicant may be required to prove capacity exists in the local wastewater system at the building/development permit stage. The requirement for wastewater capacity analysis is flagged at the pre-application stage to make the applicant aware their development may require upgrades to the local wastewater system and could have significant financial implications on their development.</p>
<p><i>(f) that appropriate controls are established to address environmental concerns, including stormwater controls based on a report from the appropriate municipal, provincial or federal government authority;</i></p>	<p>Stormwater controls will be established for the subject site at permitting application process and will be required by the proposed development agreement. All applicable municipal and provincial stormwater management regulations will be administered.</p>

Attachment B: Review of Relevant MPS Policies

<p>(g) <i>that the development has direct access to a minor or major collector road as defined on Map 3 - Transportation;</i></p>	<p>The proposed development has direct access to Cow Bay Road which is a major collector road as shown on Map 3 -Transportation of the EP-CB MPS.</p>
<p>(h) <i>the impact on traffic circulation and, in particular, the adequacy of sighting distances and entrances and exits to the site;</i></p>	<p>Development Engineering has reviewed the TIS submitted in support of the application and accepted the findings.</p> <p>The proposed relocated driveway meets stopping sight distance for the regulatory speed limit on Cow Bay Road. Distances to the nearest intersections were reviewed east and west of the proposed driveway location and meet minimum requirements in both directions.</p>
<p>(i) <i>the general maintenance of the development; and</i></p>	<p>The proposed development agreement will contain a requirement for maintenance of the development.</p>
<p>(j) <i>the provisions of Policy IM-11.</i></p>	<p>See Policy IM-11 below.</p>
<p><b>IM-11</b>  <i>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:</i></p>	

<p>(a) <i>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;</i></p>	<p>The proposed development reasonably conforms with the intent of the Eastern Passage – Cow Bay MPS and requirements of other applicable HRM By-laws and regulations.</p>
<p>(b) <i>that the proposal is not premature or inappropriate by reason of:</i></p>	
<p>(i) <i>the financial capability of the Municipality to absorb any costs relating to the development;</i></p>	<p>All costs of the proposed development will be borne by the developer.</p>

Attachment B: Review of Relevant MPS Policies

<p>(ii) <i>the adequacy of sewerage and water services;</i></p>	<p>Halifax Water comments indicate the applicant must provide wastewater flow generation analysis at this point of the application process. The applicant may be required to prove capacity exists in the local wastewater system at the building permit application process.</p>
<p>(iii) <i>the adequacy or proximity of school, recreation or other community facilities;</i></p>	<p>When estimating apartment housing yields Halifax Regional Centre for Education (HRCE) uses a factor of 0.16 children, aged 5 to 17, per housing unit. The proposed 12 unit apartment will generate 1.92 children. The Island High Family of Schools in Eastern Passage are under capacity and future enrolment until 2028 is in decline according to the HRCE Long Range Outlook.</p> <p>The <i>NS Education Act</i> mandates that every person over the age of five years and under the age of 21 years has the right to attend a public school serving the school region in which that person resides.</p> <p>Information has been circulated to HRCE but no comments have been provided.</p>
<p>(iv) <i>the adequacy of road networks leading or adjacent to or within the development; and</i></p>	<p>A Traffic Impact Statement (TIS) has been submitted by the applicant in support of the application. Development Engineering has reviewed the TIS and accepted the findings.</p> <p>Traffic generation estimates show trips at weekday morning and afternoon peak periods will have a small and negligible impact on study area streets and intersections.</p>
<p>(v) <i>the potential for damage to or for destruction of designated historic buildings and sites.</i></p>	<p>n. a.</p>
<p>(c) <i>that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p>	
<p>(i) <i>type of use;</i></p>	<p>The proposed use is residential which is the prevalent adjacent and surrounding use.</p>

Attachment B: Review of Relevant MPS Policies

<p>(ii) <i>height, bulk and lot coverage of any proposed building;</i></p>	<p>The appearance of the proposed building has been informed by the local character of gable roofed wood-frame buildings. The height will be kept low by using a typical pitched gable roof emulating neighbouring residential buildings. The pitched roof form may be read as overbearing in the elevation drawings but due to the pitch the mass usually appears less when viewed from the street edge. The two storey volume is similar to two storey homes on the opposite side of Cow Bay Road and on Caldwell Road although greater in length - which is perpendicular to the street. The vertical board and batten style siding and vertically proportioned windows help reduce appearance of width by adding verticality to the design.</p> <p>The proposed lot coverage (30.8%) is lower than permitted under the C-2 zone (50%) and is more in keeping with low density residential lot coverage proportion wise (35% under EP-CB LUB) of the R-1, R-2, R-3 and R-5 zones.</p>
<p>(iii) <i>traffic generation, access to and egress from the site, and parking;</i></p>	<p>A Traffic Impact Statement submitted in support of the application was reviewed and accepted by Development Engineering. The findings of the qualitative traffic impact statement suggest the expected new vehicle trips generated by the proposed 12-unit residential development is expected to have a negligible impact on the existing traffic operations on the adjacent streets and intersections.</p> <p>The proposed parking area on the site plan shows 16 spaces for the 12 units. The EB-CB LUB parking requirements are 1.5 spaces for every unit which would result in a total of 18 spaces. Although transit is available in the area it is difficult to reduce reliance on private cars in suburban areas so the parking space to dwelling unit ratio cannot be substantially reduced as in more urban settings and the proposed 16 spaces seems reasonable.</p> <p>Staff had recommended the proposed building be set back the same distance from the street as surrounding buildings and provide parking in the rear. However, a rear parking area would eliminate the existing vegetation or be too overbearing in the amount of hardscape parking which could be provided in both front and rear bays. Therefore, this approach was not advanced.</p>

Attachment B: Review of Relevant MPS Policies

	<p>To minimize parking area on the site, rather than eliminate any proposed spaces, a number of the spaces could be reduced in width for smaller vehicles. Bicycle parking is also required for this proposal and will conform to the LUB requirements - 0.5 spaces per unit (80% Class A and 20% Class B). Where any soft landscaping is lost to hardscaping the landscape plan required under the proposed development agreement should offset this with appropriate landscaping.</p>
<p>(iv) <i>open storage;</i></p>	<p>The proposed development agreement will not permit open storage on the site.</p>
<p>(v) <i>signs; and</i></p>	<p>The proposed signage will be allowed as per the EP-CB LUB except where varied by the proposed development agreement.</p>
<p>(vi) <i>any other relevant matter of planning concern.</i></p>	
<p>(d) <i>that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<p>The proposed subject lands are basically flat. There are no watercourses or wetlands on or immediately adjacent to the lands.</p>

Attachment B: Review of Relevant MPS Policies

<p><i>(e) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</i></p>	<p>n. a.</p>
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