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**Item No. 13.1.2**  
**Harbour East – Marine Drive Community Council**  
**February 2, 2023**

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

**SUBMITTED BY:** - Original Signed -  
Kelly Denty, Executive Director of Planning and Development

**DATE:** January 18, 2023

**SUBJECT:** **Case 23862: Development Agreement for 1200-1216 Cole Harbour Road,  
Cole Harbour**

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**ORIGIN**

Application by WM Fares Architects on behalf of the property owner.

**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 permit a multiple unit dwelling, 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 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**

WM Fares Architects, on behalf of the property owner, is applying to enter into a development agreement to build a six-storey multiple unit dwelling at 1200-1216 Cole Harbour Road, Cole Harbour.

|   |   |
|---|---|
| <b>Subject Site</b>                       | 1200-1216 Cole Harbour Road, Cole Harbour (PIDs 00407635 and 00406850)  |
| <b>Location</b>                           | South side of Cole Harbour Road between Ashgrove Avenue and Bissett Road  |
| <b>Regional Plan Designation</b>          | US (Urban Settlement)   |
| <b>Community Plan Designation (Map 1)</b> | CC (Community Commercial) under the Cole Harbour / Westphal Municipal Planning Strategy   |
| <b>Zoning (Map 2)</b>                     | C-2 (General Business) under the Cole Harbour / Westphal Land Use By-law  |
| <b>Size of Site</b>                       | Approximately 6,943.11 square metres  |
| <b>Street Frontage</b>                    | Approximately 135.2 metres  |
| <b>Current Land Use(s)</b>                | 1200 Cole Harbour Road: Vacant<br>1216 Cole Harbour Road: Cole Harbour Community Recreation Centre  |
| <b>Surrounding Use(s)</b>                 | West: trail along a stream to Bissett Lake Park and a three storey apartment building<br>South: vacant land<br>East: small, two-storey mixed use building with commercial and residential<br>North: commercial developments including an Irving service station, Fabricville, and Fong's Restaurant |

### **Proposal Details**

The applicant proposes to build a multiple unit dwelling on the subject site. The major aspects of the proposal are as follows:

- A maximum of 104 dwelling units;
- A minimum 55% of the 104 units must contain a minimum of two bedrooms and a minimum of 5% of the total number of units must contain a minimum of three bedrooms;
- A minimum of 170 square metres of indoor amenity space and a minimum of 300 square metres of outdoor amenity space;
- A maximum building height of six storeys;
- One vehicular access point from Cole Harbour Road; and
- A minimum of 0.8 parking spaces per unit.

### **Existing Development Agreement**

There is an existing development agreement registered on the subject site that was approved on September 10, 2008 ([Case 01083](#)). The agreement permits an 1,858 square metre (20,000 square foot) commercial building. The permitted uses are those uses permitted in the underlying C-2 Zone. The agreement required development to commence within five years from the date the agreement was registered which was December 23, 2008. As the developer has requested to discharge the existing development agreement and enter into a new agreement, a separate request to discharge the existing development agreement has been forwarded to the Chief Administrative Officer.

### **Enabling Policy and LUB Context**

The subject site is designated Community Commercial (CC) under the Cole Harbour / Westphal Municipal Planning Strategy. Policy CC-4 enables Council to consider multiple unit residential uses containing more than twelve dwelling units within the CC Designation by development agreement. This policy, along with

Implementation Policy IM-11, provide criteria for Council's evaluation of applications for such development agreements.

The subject site is zoned General Business (C-2) under the Cole Harbour / Westphal Land Use By-law. The C-2 Zone permits a range of commercial uses including retail stores, service and personal service shops, offices, eat-in restaurants, motels and hotels, and veterinary hospitals and indoor kennels. The zone also permits shared housing with 30 or fewer bedrooms, multiple unit dwellings containing no more than twelve dwelling units, and community uses such as institutional 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 application website, signage posted on the subject site, and approximately 203 letters mailed to property owners within the notification area. There were 2,504 unique views of the application webpage between October 2021 and November 2022 with an average stay on the webpage of 4 minutes and 30 seconds. Additionally, a narrated presentation and a survey were posted on the Shape Your City website.

Attachment B contains a copy of a summary of the 39 survey responses, as well as a summary of the feedback contained in emails from the public. The public comments include the following topics:

- Aspects respondents like about the proposal, including:
  - Provides needed housing in a good location
  - The design, provision of amenity space, and number of units
- Aspects respondents are concerned about, including:
  - The affordability of the units
  - Need units with more bedrooms
  - Impact on traffic
  - Effect on the natural environment

Most respondents believed the proposed building fits within their neighbourhood. However, some respondents felt the building is too big or tall for the location and some would like commercial at grade.

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.

## **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 C 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:

- A maximum limit of 104 dwelling units, with a minimum of 55% of the total number containing at least two bedrooms and a minimum of 5% of the total number of units containing three or more bedrooms;
- Height, siting, massing, and exterior design elements of the building;

- Required indoor and outdoor amenity space, including the minimum size of indoor space and landscaping for the outdoor space;
- Controls on site access location and requirements for vehicular parking;
- Landscaping and lighting controls, including the requirement for a minimum 1.5 metre tall opaque fence along the eastern property boundary;
- Requirements for a non-disturbance area around the watercourse;
- Requirement for Lot Grading and Erosion and Sedimentation Control Plans in accordance with By-law G-200; and
- Non-substantive amendments permitted within the agreement, including:
  - Changes to accommodate commercial uses on the ground floor;
  - Changes to accommodate potential improvements to Cole Harbour Road;
  - Changes to the parking, circulation, and access requirements;
  - Changes to the landscaping requirements; and
  - Extension to the dates of commencement and completion of development.

The attached development agreement will permit a multiple unit dwelling, 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.

### Height

The proposed development agreement will enable a six-storey building. Other apartment buildings in the area are 3 storeys, which is approximately the maximum height achievable as-of-right. There is one four-storey apartment building located to the west of the subject site, which is subject to a development agreement. While the proposed building is significantly taller than other buildings in the area, staff think there is merit to consider a taller building at this location for a number of reasons:

1. Site constraints: The developable area of the lot is limited because of a watercourse and 20 metre non-disturbance area around the watercourse. Additionally, the space required for vehicular access, access to the underground parking area, surface parking spaces, and outdoor amenity area means the size of the building's footprint is constrained. The underlying zone permits a maximum lot coverage of 50%, whereas the proposed development has a lot coverage of 26.8%. Building up, rather than out, is necessitated on this site.
2. Community context: The site is close to the Regional Centre and is well serviced with schools, community facilities, commercial development, and provincial trails, parkland, and a beach. It is on a main transportation corridor (Cole Harbour Road is classified as a 4-lane collector) that connects to Highway 111. It is also within the Urban Transit Service Boundary, which is where the Regional Plan envisions mixed use residential and commercial areas located to maximize access to public transit.
3. Site design and abutting uses: Immediately surrounding the site, the existing built form and land uses are compatible with a 6 storey, 104-unit apartment building. The lands behind the subject site are currently vacant. Any future development on the vacant lands would be buffered from the proposed development by a watercourse and 20 metre non-disturbance area. There is a three-storey apartment building to the west that is separated from the proposed development by the same watercourse and non-disturbance area, as well as by Bissett Park Trail and a surface parking lot. To the east is a smaller, two-storey mixed use building. The driveway and parking area for the proposed development is along the shared property line which helps to provide some separation between the buildings. Additionally, the proposed agreement requires a minimum 1.8 metre high opaque fence along this shared property line. Across the road are commercial buildings: a larger two-storey building with retail uses and a gas station.
4. Architectural design: The proposed building has design elements that help to visually reduce the overall bulk and height of the building while also providing visual interest. There are cut-outs in the

building's façade, a streetwall stepback above the third storey, and a variety of building materials and colours being proposed.

#### Portland Street / Cole Harbour Road Functional Plan

Staff are working on the Portland Street / Cole Harbour Road Functional Plan to support Action 121 of the Integrated Mobility Plan. This plan will provide a corridor-wide vision that informs how transportation infrastructure is reinstated as part of routine capital projects, as well as enable the strategic preservation and acquisition of right-of way to facilitate future works. The plan is still in the early stages of design and any potential implications for the public right-of-way and the subject site cannot be determined yet.

The subject site falls within the Portland Street / Cole Harbour Road Function Plan study area. The proposed agreement requires a minimum setback of 1.5 metres from Cole Harbour Road. In the event HRM seeks to acquire private property to add to the right-of-way along this stretch of Cole Harbour Road, the setback will ensure that land in front of the building is available. If HRM acquires the land to increase the road right-of-way such that the building no longer meets the minimum 1.5 metre setback, the building will become non-conforming and subject to the non-conforming provisions in the *HRM Charter*. In the event HRM seeks to acquire any frontage from the subject site prior to the proposed development being built, there is a non-substantive amendment option in the agreement that allows the developer to ask for changes to the agreement to accommodate potential future improvements to Cole Harbour Road.

#### **Priorities Plans**

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. While these priority plans often contain policies which were originally intended to apply at a regional level and inform the development of Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site by site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they would be applied to a specific geographic context. In this case, the following policies were identified as most relevant to this application, and were used to inform the recommendation within this report:

1. The Integrated Mobility Plan guides investment in active transportation, transit, transportation demand management, goods movements, and the roadway network. One of the actions identified in the IMP (Action 121) is to study existing roads that are important for regional vehicle flow, goods movement, and active transportation (walking, rolling, and cycling). The Portland Street/Cole Harbour Road corridor is one of these areas. The Portland Street / Cole Harbour Road Functional Plan is underway to support this action, but still in its early design stages and potential implications for this site have not been designed. As detailed under the Discussion section above, staff have taken steps to ensure that potential improvements that may be required in future are provided for.

#### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise the proposal is reasonably consistent with the intent of the MPS. The proposed multi-unit residential building is in a suitable location for higher density residential development. The site has been laid out to limit the impact on adjacent uses, and design techniques such as stepbacks and variations in building materials help visually reduce the building's overall height and bulk while also creating interest. Therefore, staff recommend that the 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 & 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 & Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

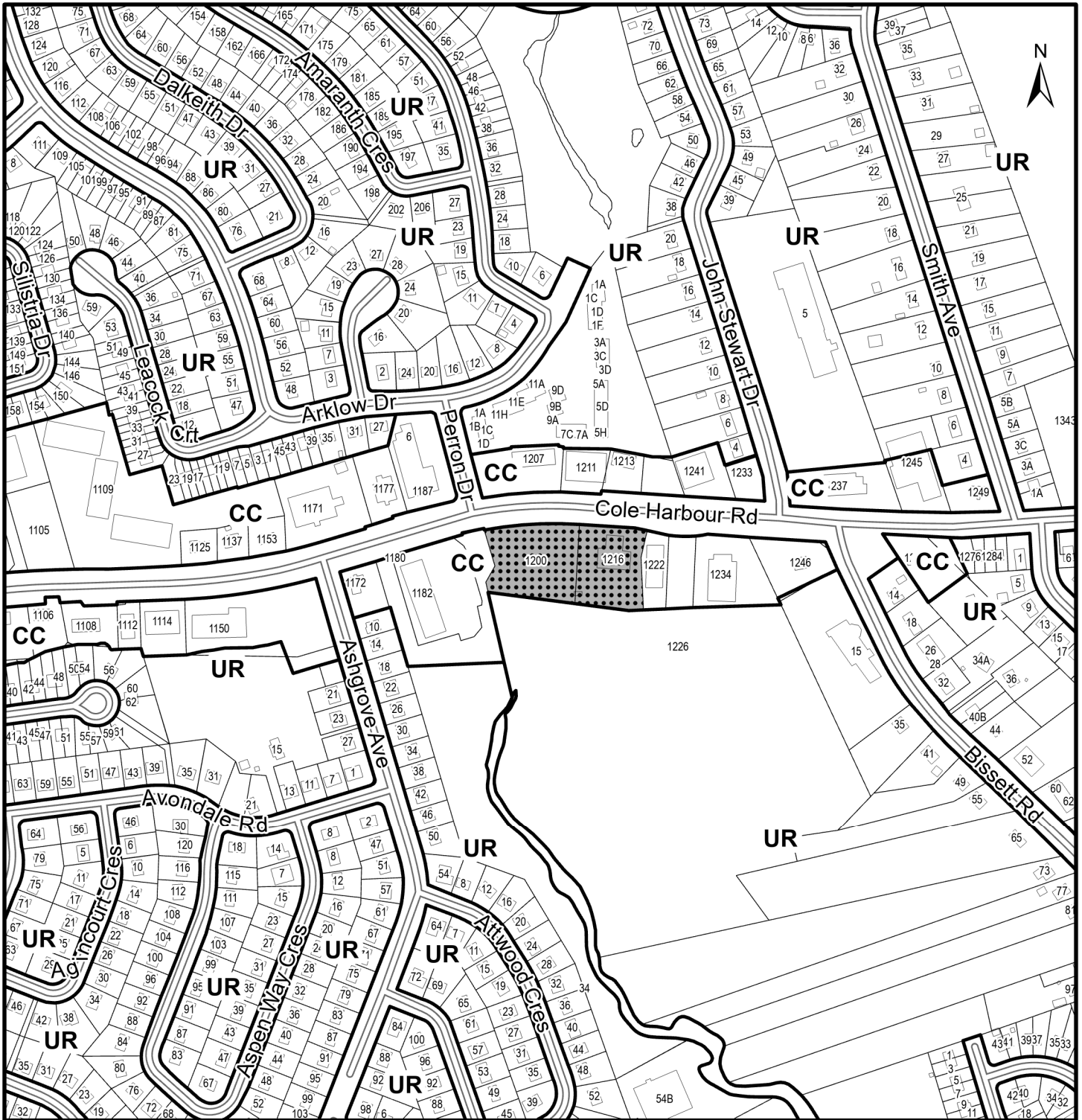
|               |   |
|---------------|---|
| Map 1:        | Generalized Future Land Use   |
| Map 2:        | Zoning and Notification Area  |
| Attachment A: | Proposed Development Agreement                                      |
| Attachment B: | Summary of Public Engagement  |
| Attachment C: | Review of Relevant Regional and Cole Harbour /Westphal 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.


Report Prepared by: Meaghan Maund, Planner III, 902.233.0726

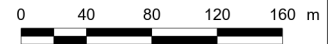
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**Map 1 - Generalized Future Land Use**  
 1200-1216 Cole Harbour Road,  
 Cole Harbour

**HALIFAX**

 Subject Area



**Designation**

- UR Urban Residential
- CC Community Commercial

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.

Cole Harbour/Westphal  
 Plan Area







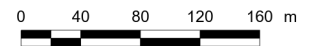
**Map 2 - Zoning and Notification Area**

1200-1216 Cole Harbour Road,  
Cole Harbour

**HALIFAX**

-  Subject Area
-  Area of Notification

- Zone**
- R-1 Single Unit Dwelling
  - R-2 Two Unit Dwelling
  - R-4 Multiple Unit Dwelling
  - R-5 Rowhouse Dwelling
  - C-2 General Business
  - P-1 Open Space
  - P-3 Provincial Park
  - RPK Regional Park



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.



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 1200-1216 Cole Harbour Road, Cole Harbour and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** on September 10, 2008, the Harbour East Community Council of the Halifax Regional Municipality approved an application to enter into a development agreement to allow for a 1,858 square metres (20,000 square feet) commercial building on the Lands (municipal case 01083), and which said development agreement was registered at the Land Registration Office on December 23, 2008 as Document Number 92447755 (hereinafter called the "Existing Agreement");

**AND WHEREAS** the Chief Administrative Officer for the Municipality approved a request to discharge the Existing Agreement, and which Discharging Agreement was filed in the Land Registration Office in Halifax on **(insert date)** as Document Number **(insert number)**;

**AND WHEREAS** the Developer has requested the Municipality enter into a new Development Agreement to allow for a multiple unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy CC-4 of the Cole Harbour / Westphal Municipal Planning Strategy and Section 3.6 of the Cole Harbour / Westphal 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 23862;

**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 applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variances to the requirements of the Land Use By-law for Cole Harbour / Westphal shall not be permitted.

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

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

### **1.5 Costs, Expenses, Liabilities, and Obligations**

- 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 applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

### **2.2 Definitions Specific to this Agreement**

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

- (a) **Indoor Amenity Space** means common amenity spaces for residents of the development located within the building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.
- (b) **Outdoor Amenity Space** means common amenity spaces for residents of the development located outside the building, including but not limited to, building terraces and picnic areas, but not individual unit balconies or terraces.
- (c) **Storey** means a portion of building between a floor and another floor or a floor and a ceiling. Any portion of a building partly below the streetline grade will not be deemed to be a storey unless its ceiling is a minimum of 2.0 metres above the streetline grade.
- (d) **Streetwall** means the wall of a building, or the portion of a wall of a building, facing the streetline and is below the height of a specified setback.
- (e) **Streetwall Setback** means the required setback of a building above a streetwall, measured from the face of the streetwall.

## **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 23862:

|            |                                |
|------------|--------------------------------|
| Schedule A | Legal Description of the Lands |
| Schedule B | Site Plan                      |
| Schedule C | North and South Elevations     |
| Schedule D | East and West Elevations       |

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

- 3.2.1 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) Plan of Survey of approval Lot Consolidation of PIDs 00407635 and 00406850;
  - (c) A Landscape Plan in accordance with Section 3.9 of this Agreement; and
  - (d) Written confirmation from a Structural Engineer that all landscape areas designed to be installed on any rooftop level of the building can support any additional weight caused by the landscaped area.

- 3.2.2 Prior to the issuance of the first the Occupancy Permit for the building, the Developer shall provide written confirmation from a qualified professional that the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

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

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) A building containing:
- (i) a maximum of 104 dwelling units, of which:
    - i. a minimum of 55% of the total number of dwelling units shall contain two bedrooms or more; and
    - ii. a minimum of 5% of the total number of dwelling units shall contain three bedrooms or more;
  - (ii) home office uses; and
  - (iii) uses accessory to the foregoing uses.

### **3.4 Building Siting and Design**

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

- (a) the building shall be located on the Lands as generally shown on Schedule B;
- (b) the building shall be a minimum of 1.5 metres from the front lot line;
- (c) the massing of the building shall be as generally shown on Schedules C and D;
- (d) the height of the streetwall shall be 3 storeys;
- (e) the building shall have a minimum streetwall setback of 1.5 metres and maximum streetwall setback of 3 metres;
- (f) notwithstanding 3.4.1(e), balconies above the streetwall may project into the streetwall setback provided they do not project beyond the streetwall toward the front lot line;
- (g) the maximum height of the building shall not exceed 6 storeys, with the exception of mechanical space, elevator enclosures, staircases, and staircase enclosures, which may exceed the maximum height by 3 metres and shall occupy no more than 30% of the roof area.

### **3.5 Architectural Requirements**

- 3.5.1 The main entrances to 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, cornerboards, fascia boards, or an acceptable equivalent approved by the Development Officer. At least one main door shall face Cole Harbour Road. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.5.2 The façade facing Cole Harbour Road shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building as generally shown on the Schedules.

- 3.5.3 The front façade facing Cole Harbour Road shall incorporate building recesses, projections, changes in materials, and colours as generally shown on Schedules C and D.
- 3.5.4 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.5.5 Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1 square metre (10.76 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.
- 3.5.6 Exterior building materials shall not include vinyl siding.
- 3.5.7 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 be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.8 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Cole Harbour Road. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties and parkland unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.9 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

### **3.6 Amenity Space**

- 3.6.1 A minimum of 170 square metres of indoor amenity space and 300 square meters of outdoor amenity space shall be provided.
- 3.6.2 No area dedicated as indoor amenity space shall be less than 75 square meters.
- 3.6.3 All outdoor amenity space shall be designed to have both soft and hard landscaping elements.
- 3.6.4 All landscape areas designed to be installed upon any portion of the building must be supported by documentation from a Structural Engineer indicating that the building design is able to support any required drainage or additional weight caused by the landscaped area.

### **3.7 Parking, Circulation, and Access**

- 3.7.1 The surface parking area shall be sited as generally shown on Schedule B.
- 3.7.2 There shall be a minimum of 0.8 parking space per dwelling unit. These spaces shall be provided between the surface parking area and underground parking.
- 3.7.3 Notwithstanding Section 3.7.1, fewer surface parking spaces may be provided as long as the minimum number of parking spaces specified under Section 3.7.2 is met between the surface parking area and underground parking.



3.7.4 The parking area shall be hard surfaced, and the limits of the surface parking area shall be defined by fencing or landscaping or curb.

### **3.8 Outdoor Lighting**

3.8.1 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.

3.8.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

### **3.9 Landscaping**

3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition or newer).

3.9.2 There shall be an opaque wood fence or masonry wall at least 1.8 metres tall along the eastern property line extending the length of the surface parking area and access to the underground parking area as generally shown on Schedule B.

3.9.3 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan that comply with the provisions of this section. 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.

3.9.4 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.

3.9.5 Notwithstanding Section 3.9.4, 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.

3.9.6 All landscape areas designed to be installed upon any portion of the building must be supported by documentation from a Structural Engineer indicating that the building design is able to support any required drainage or additional weight caused by the landscaped area.

### **3.10 Maintenance**

3.10.1 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, snow and ice control, and salting of walkways and driveways.

3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.11 Signs**

3.11.1 The sign requirements shall be in accordance with the Land Use By-law as amended from time to time.

3.11.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

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

3.13.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Cole Harbour Road. 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.

3.13.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and incorporated into the architectural treatments and roof structure.

3.13.4 Any mechanical equipment shall be screened from view from Cole Harbour Road with an opaque wooden fence or masonry wall with suitable landscaping.

## **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 Engineering 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 building 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 building plans 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 confined to the loading areas of each building and 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 a building, or 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 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

- 5.1.1 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.

#### **5.2 Archaeological Monitoring and Protection**

- 5.2.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

#### **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.

#### **5.4 Non-Disturbance Area**

- 5.4.1 A non-disturbance area shall be provided as generally shown on Schedule B. The non-disturbance area shall be provided for the purpose of retaining a buffer of natural vegetation surrounding the existing watercourse.
- 5.4.2 The non-disturbance area surrounding the existing watercourse shall be a minimum of 20 metres from the ordinary highwater mark of the watercourse as identified on Schedule B.

- 5.4.3 The non-disturbance area shall be identified at the time of detailed site and/or grading plan approval to maximize tree retention and protection of the existing watercourse. All grading plans shall indicate areas where existing vegetation is to be maintained, areas to be protected from disturbance during the installation of services, construction of streets and sidewalks, construction of buildings, landscaping and any future activity on an individual lot unless otherwise specified in this Agreement. The non-disturbance areas shall be clearly delineated on the Site Plan and Grading Plan for the lot and in the field prior to and during construction.
- 5.4.4 The non-disturbance area identified on the Schedules shall be delineated on all final survey plans prior to final approval.
- 5.4.5 The following activities may occur within the non-disturbance areas provided the Development Officer grants approval:
- (a) removal of hazardous or diseased trees may be permitted by the Development Officer who may require verification in writing by a qualified professional (e.g., an arborist, urban forester, or landscape architect);
  - (b) removal of fallen timber and dead debris where a fire or safety risk may be permitted by the Development Officer who may require verification in writing by a qualified professional (e.g., an arborist, urban forester, or landscape architect). Fallen timber and dead debris shall remain on site unless otherwise recommended by a qualified professional to further the intent of this Agreement; and
  - (c) the installation and maintenance of a fence along the eastern property boundary.
- 5.4.6 Non-disturbance areas shall be identified by the Developer with a snow fence or with another appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (e.g., tree cutting and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction.
- 5.4.7 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, with the exception of those to be removed in accordance with Section 5.4.5, the Developer or landowner shall replace the trees. For every tree removed or damaged, the Developer shall plant two new trees at least ½ inch (38 mm) caliper, as directed by the Developer Officer in consultation with the appropriate HRM Business Units.

## **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 in a matter consistent with the *Halifax Regional Municipality Charter*:
- (a) Changes to the Agreement, including changes to the schedules, to allow commercial uses on the ground floor of the building;
  - (b) Changes to the Agreement, including changes to the schedules, to allow the building to be located closer to Cole Harbour Road or other such changes required as a result of completed Road Functional Plans;
  - (c) Changes to the parking, circulation, and access requirements as detailed in Section 3.7;
  - (d) Changes to the landscaping requirements as detailed in Section 3.9;
  - (e) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
  - (f) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4 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 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.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Building Permit.

### **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; or
  - (c) discharge this Agreement;
- 7.4.2 For the purpose of this section, completion of development shall mean the issuance of an Occupancy Permit.
- 7.4.3 In the event development on the Lands has not been completed within eight (8) 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 eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration, 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 thirty (30) days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any 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)**

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

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

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

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

\_\_\_\_\_  
Witness

=====

=====

**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

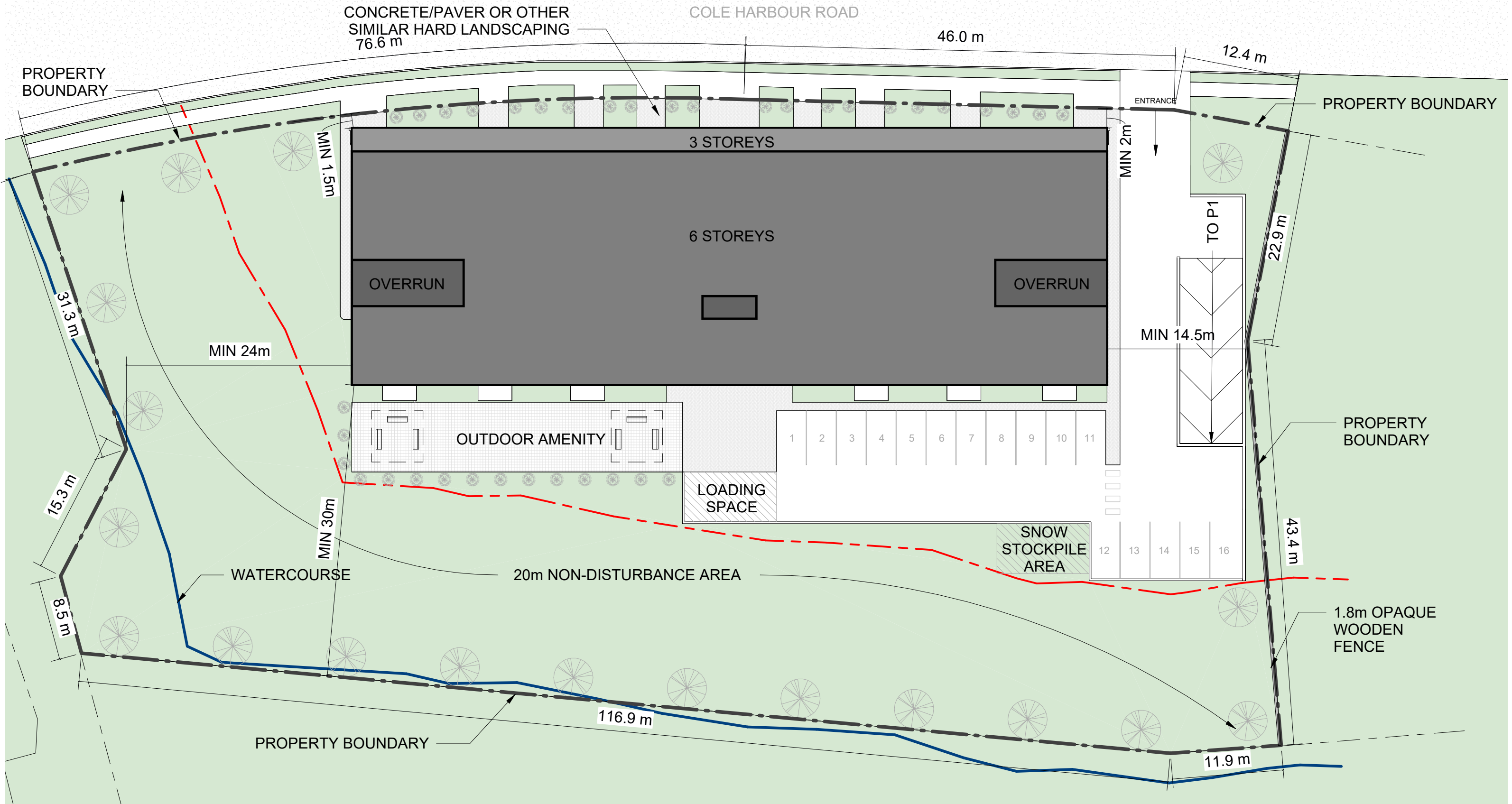
PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

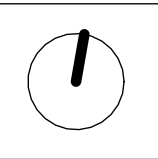
**Schedule B: Site Plan**



**COLE HARBOUR ROAD**  
 1200-1216 COLE HARBOUR ROAD, DARTMOUTH NS

Site Development Plan

Project No: 2021.06  
 Scale: 1 : 384  
 Date: 2022-11-17  
 4:07:54 PM



**WM FARES**  
 ARCHITECTS

**D1**

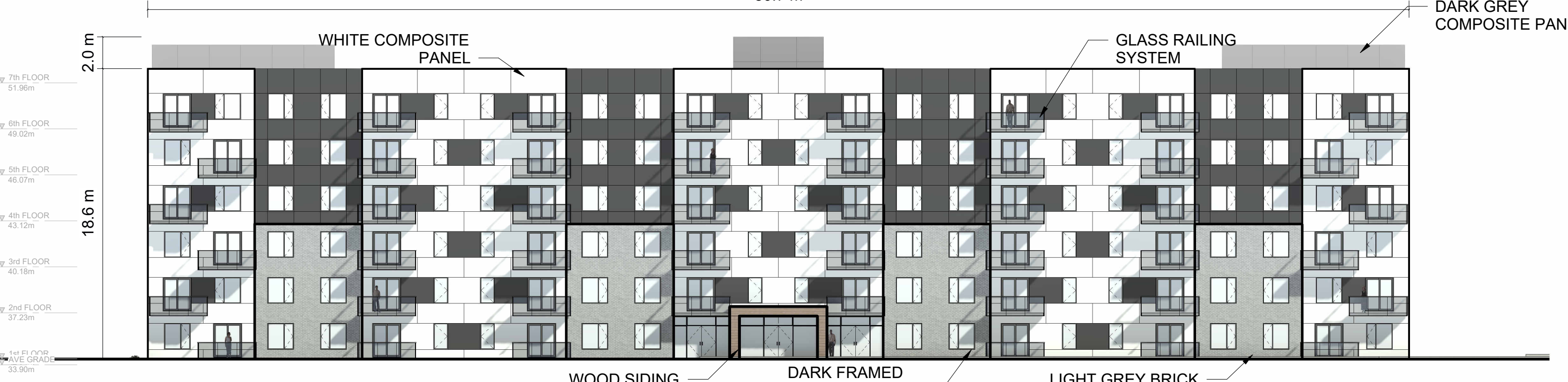
# Schedule C: North and South Elevations

80.7 m



1 NORTH ELEVATION  
1 : 240

80.7 m



2 SOUTH ELEVATION  
1 : 240

**COLE HARBOUR ROAD**  
1200-1216 COLE HARBOUR ROAD, DARTMOUTH NS

Elevations

Project No: 2021.06  
Scale: 1 : 240  
Date: 2022-11-17 4:08:21 PM



**WM FARES**  
ARCHITECTS

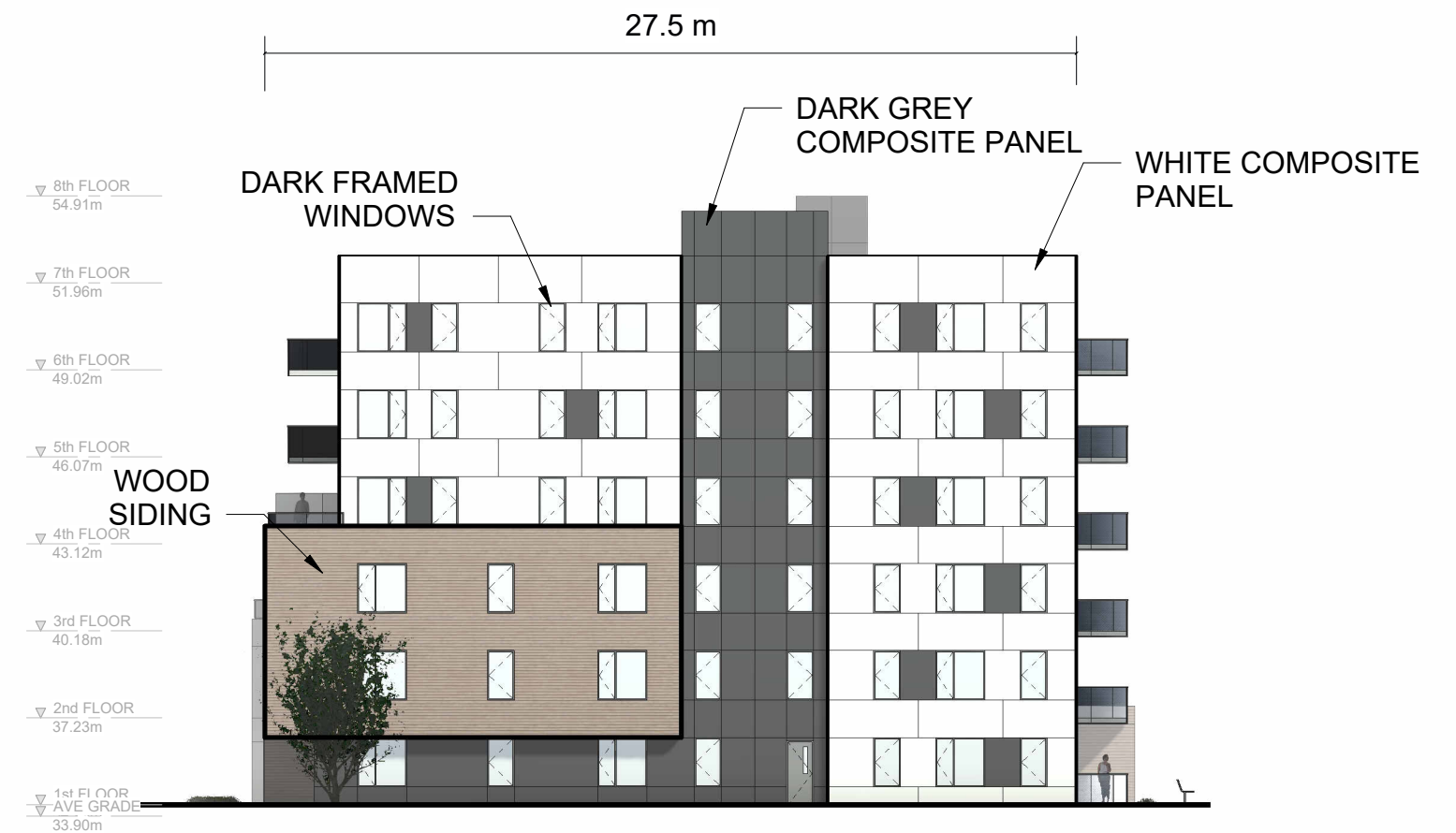
**D16**



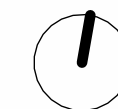
# Schedule D: East and West Elevations



① EAST ELEVATION  
1 : 240



② WEST ELEVATION  
1 : 240



## ATTACHMENT B

### Summary of Public Engagement (Case 23862)

#### Information Sharing

Information about Case 23862 was shared through the HRM planning application webpage, signage posted on the subject site, notices mailed to property owners and residents within the notification area (see Map 2 in the staff report), a narrated presentation on Shape Your City, and a survey on Shape Your City. The notices were mailed May 20, 2022 and invited recipients to visit the application webpage and Shape Your City to learn about the proposal and share their feedback. The narrated presentation and survey were available from May 20 until June 21, 2022.

The survey included the following questions:

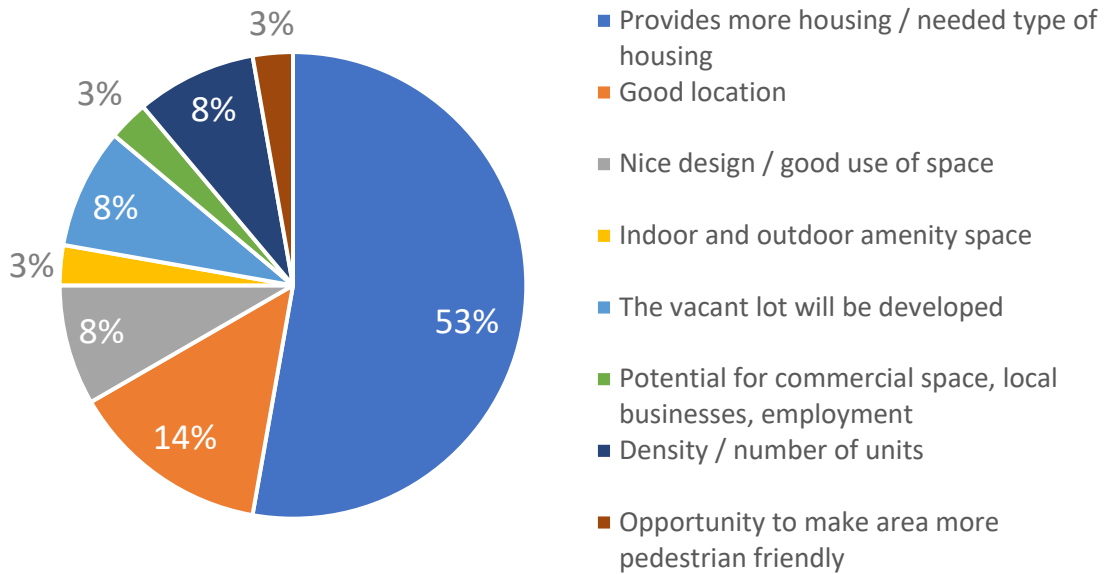
- What do you like about the proposal?
- Is there anything that concerns you about this proposal?
- What do you think of the design of the building for this site?
- Do you think the building that has been proposed would fit into this neighbourhood? If not, tell us why, and how it could change to make for a better fit?
- Please share any other comments you may have. All feedback is welcome!

#### Public Engagement Statistics

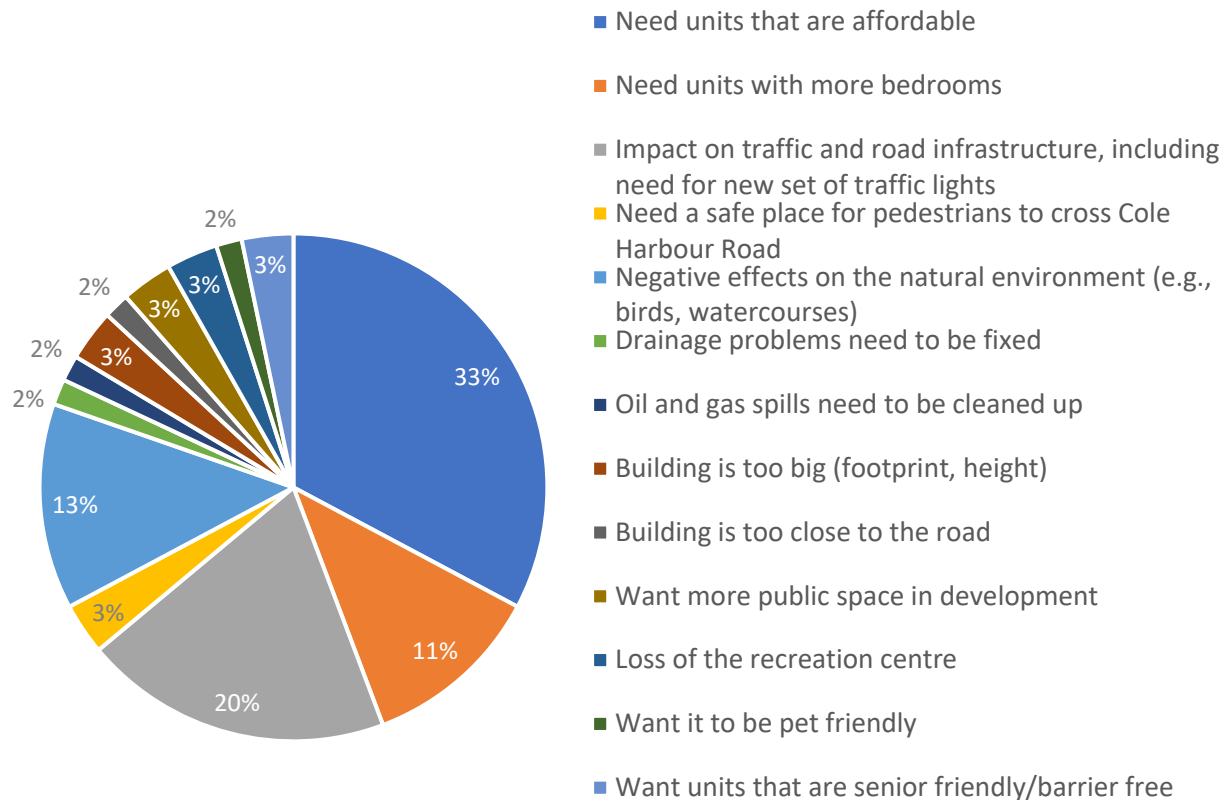
|   |       |
|---|-------|
| <b>Halifax.ca Planning Applications Website</b>   |       |
| Number of unique views on the application webpage between October 7, 2021 and November 24, 2022 | 2,504 |
| Average time spent on the website (minutes: seconds)  | 4:30  |
| <b>Notices Mailed to Area Residents</b>   |       |
| Number of notices mailed within notification area   | 203   |
| <b>Direct Communication with the HRM Planner</b>  |       |
| Number of calls received (unique callers)   | 0     |
| Number of emails received from the public (unique email addresses)                              | 5     |
| <b>Shape Your City Webpage Survey</b>   |       |
| Number of visitors  | 48    |
| Number of contributors  | 38    |
| Number of responses   | 39    |

## Responses to Survey Questions

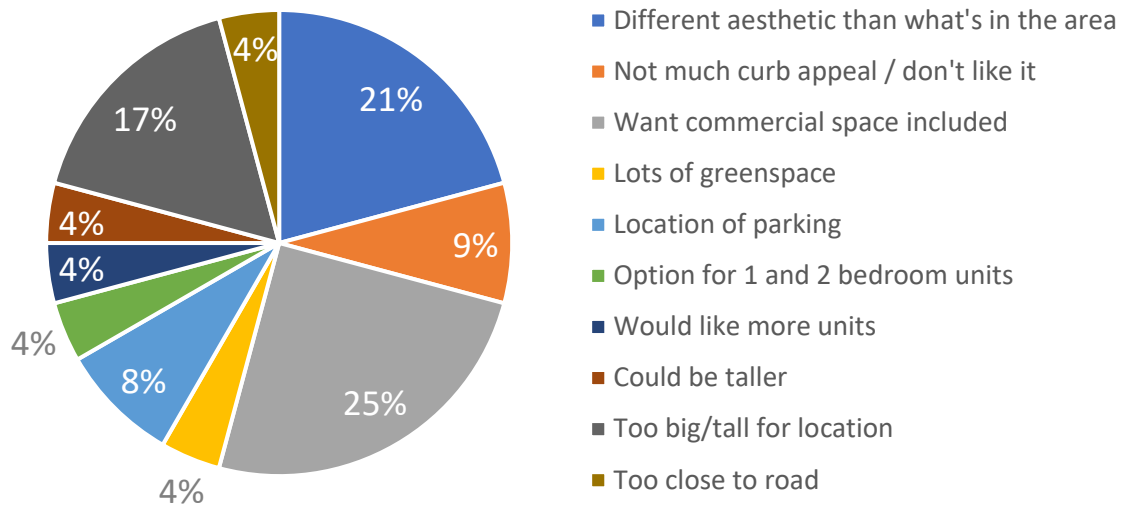
### 1. What do you like about the proposal?



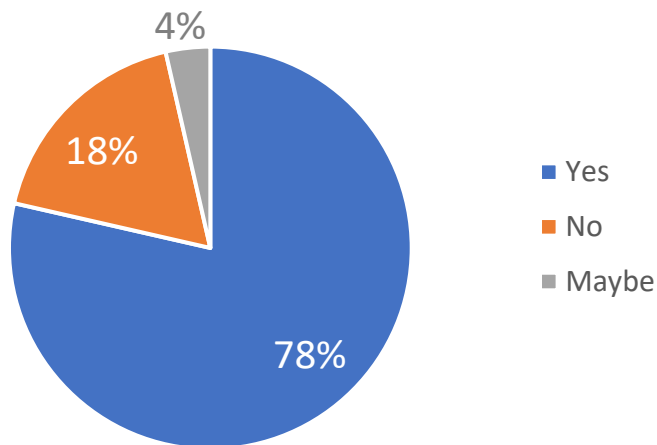
### 2. Is there anything that concerns you about this proposal?



### 3. What do you think of the design of the building for this site?



### 4. Do you think the proposed building would fit into this neighbourhood?



## Summary of Feedback Received Via Email

Staff received emails from five unique email addresses. The feedback received included the following:

- Happy to see development in the area;
- Concerns the development:
  - Could negatively affect the flow of neighbouring watercourses;
  - Could disrupt the natural ecosystem in the area;

- Will negatively affect traffic and the access to the site is unsafe;
- There is a need for the units to be affordable;
- A six-storey building is out of place; and
- Do not want to loose the Cole Harbour Recreation Centre.

**Attachment C**  
**Review of Relevant Regional and Cole Harbour / Westphal MPS Policies**

| Policy  | Staff Comment  |
|---|--|
| <b>Regional Municipal Planning Strategy</b>   |  |
| <p><i>Policy G-15</i><br/> <i>In considering development agreement applications pursuant to the provisions of this Plan, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</i></p> <ul style="list-style-type: none"> <li><i>a) that the proposal is not premature or inappropriate by reason of:               <ul style="list-style-type: none"> <li><i>(i) the financial capability of HRM to absorb any costs relating to the development;</i></li> <li><i>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i></li> <li><i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i></li> <li><i>(iv) the adequacy of road networks leading to or within the development; and</i></li> <li><i>(v) the potential for damage to or for destruction of designated historic buildings and sites;</i></li> </ul> </i></li> <li><i>b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:               <ul style="list-style-type: none"> <li><i>(i) type of use;</i></li> <li><i>(ii) height, bulk and lot coverage of any proposed building;</i></li> <li><i>(iii) traffic generation, access to and egress from the site, and parking;</i></li> <li><i>(iv) open storage; and</i></li> <li><i>(v) signs;</i></li> </ul> </i></li> <li><i>c) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and</i></li> </ul> | <ul style="list-style-type: none"> <li>a) See comments below under Policy IM-11.</li> <li>b) See comments below under Policy IM-11.</li> <li>c) See comments below under Policy IM-11.</li> <li>d) Policies EC-14, CH-14 and CH-16 are not applicable. See comments on policies E-10, T-3, and T-9 below.</li> </ul> |

|   |   |
|---|---|
| <p>d) <i>if applicable, the requirements of policies E-10, T-3, T-9, EC-14, CH-14 and CH-16.</i></p>  |   |
| <p><b>Policy E-10</b><br/> <i>The recommendations of the Urban Forest Master Plan, adopted in principle by HRM in September 2012, shall be considered in planning, programming and regulatory activities related to managing and enhancing the urban forest cover in HRM.</i></p>   | <p>There are requirements in the proposed development agreement that contribute to various actions in the Urban Forest Master Plan. The proposed development agreement requires a landscaping plan as part of the development permit application which must be prepared by a landscape architect and plant material conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard. As well, there is a non-disturbance area on the site to retain a buffer of natural vegetation surround the existing watercourse and to maximize existing tree retention.</p> |
| <p><b>Policy T-3</b><br/> <i>When preparing secondary planning strategies or negotiating development agreements, HRM shall consider:</i></p> <ul style="list-style-type: none"> <li>a) <i>protecting greenways from development that would disrupt the continuity of planned greenways;</i></li> <li>b) <i>requiring planned greenways to be built by developers to HRM standards when the land abutting them is developed; and</i></li> <li>c) <i>requiring new development be connected to, and provide access to, existing and planned greenways.</i></li> </ul> | <p>As per Map 3, the subject site is at the edge of an area within a greenway that extends from Provincially owned parkland on Bissett Road North toward Enfield. The subject site is already partially developed and permitted to be developed as of right. Under the proposed development agreement, a 20 m non-disturbance area around the existing watercourse will help protect existing natural vegetation and watercourse.</p> <p>As per Map 4, the subject site is not within a natural corridor or open space and natural resource network.</p>                                  |
| <p><b>Policy T-9</b><br/> <i>HRM shall require mixed use residential and commercial areas designed to maximize access to public transit (Transit Oriented Development) within the Urban Transit Service Boundary through secondary planning strategies, and shall strive to achieve the intent of this policy through land use by-law amendments, development agreements and capital investments.</i></p>   | <p>The subject site is within the Urban Transit Service Boundary. The proposed development is for a multi-unit residential building, and the development agreement has a non-substantive option to convert the ground floor space to commercial in the future. The development would add significant residential density along Cole Harbour Road, which is serviced with public transit.</p>  |
| <p><b>Cole Harbour / Westphal Municipal Planning Strategy</b></p>   |   |
| <p><b>Policy CC-4</b><br/> <i>Notwithstanding Policy CC-2, Council may consider permitting multiple unit residential uses containing more than twelve dwelling units within the Community Commercial Designation in accordance with the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard for the following:</i></p>  |   |

|   |   |
|---|---|
| <p>a) <i>the effects of the proposed development upon the road network;</i></p>                                 | <p>The TIS addendum prepared by WSP dated March 10, 2022, has been reviewed and accepted by Development Engineering and Traffic Management.</p>   |
| <p>b) <i>separation distances from low density residential uses;</i></p>  | <p>There is no low-density residential use abutting the site. There is single unit dwelling development approximately 80 metres away and townhouses approximately 62 metres away across Cole Harbour Road.</p>  |
| <p>c) <i>the availability of useable open space;</i></p>  | <p>The development agreement requires a minimum of 300 square metres of outdoor amenity space. This space is required to have both soft and hard landscaping elements. There is other unprogrammed space around the building as well.</p>   |
| <p>d) <i>the location of on site amenity areas;</i></p>   | <p>The development agreement requires a minimum of 170 square metres of indoor amenity space. Any area dedicated to indoor amenity space must be at least 75 square metres and available for use by all residents of the building. The location of this space inside the building is not regulated.</p> <p>The agreement also requires a minimum of 300 square metres of outdoor amenity space. This space is required to have both hard and soft landscaping and does not include any private balconies or terraces. The agreement does not specify exactly where the outdoor amenity space has to be, however, it does regulate the location of the building, site access, and parking area, as well as requires a non-disturbance area, which leaves limited options for where to locate the outdoor amenity space. The applicant has shown the outdoor space in the rear yard, between the building and non-disturbance area, next to the main building entrance.</p> |
| <p>e) <i>the overall design of the site and structure, including landscaping, parking areas and access;</i></p> | <p>While the building is significantly taller (several storeys) than other buildings in the surrounding area, staff believe there is merit to considering a taller building at this location. The cut-outs in the building's facade and the stepback of the upper storeys combined with a mix of building materials and colours helps reduce the overall visual bulk of the building and makes for a more visually interesting building.</p>  |



|  |   |
|--|---|
|  | <p>The building is situated close to the street with a main entrance and entry to individual ground floor units at grade. This is a more urban style design that will help create a more enjoyable pedestrian realm along this part of Cole Harbour Road. The agreement requires the building's streetwall have visual interest and that the building stepback above a maximum 3 storey streetwall to help ensure a pedestrian scaled streetwall. Access to the site is isolated to one side of the building. Most of the parking is underground, but the limited surface parking is located in the rear yard. The surface parking area is screened from the development to the east by a 1.5 m opaque fence and the non-disturbance area will screen the parking from the lot to the south and west.</p> <p>The proposed agreement requires the developer submit a landscaping plan at permitting.</p> |
| <p>f) <i>the design of buildings, including roof pitch and finish materials; and</i></p>   | <p>The development agreement has provisions for the architectural design of the building, including building materials. There is a mix of building materials proposed, as well as massing changes (e.g., bump-outs and stepbacks) that add architectural interest to the building. A flat roof has been proposed which aligns with the character of other buildings in the area.</p>  |
| <p>g) <i>the provisions of Policy IM-11.</i></p>   | <p>Refer below.</p>   |
| <p><b>Policy IM-11</b><br/> <i>In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, Cole Harbour/Westphal Community 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>See comments above and below.</p>  |
| <p>b) <i>that the proposal is not premature or inappropriate by reason of:</i></p> <ul style="list-style-type: none"> <li><i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i></li> <li><i>(ii) the adequacy of sewer and water services;</i></li> </ul>   | <ul style="list-style-type: none"> <li>(i) All costs associated with the proposed development will be to the Developer.</li> <li>(ii) Halifax Water reviewed the proposal and advised the Developer will have to confirm capacity of the water and wastewater infrastructure at permitting. No concerns were identified at this time</li> </ul>   |

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| <ul style="list-style-type: none"> <li>(iii) <i>the adequacy or proximity of school, recreation and other community facilities;</i></li> <li>(iv) <i>the adequacy of road networks leading or adjacent to or within the development; and</i></li> <li>(v) <i>the potential for damage to or destruction of designated historic buildings and sites.</i></li> </ul>   | <p>regarding the capacity of sewer or water infrastructure.</p> <p>(iii) The existing building on the site is currently the home of the Cole Harbour Community Recreation Centre. The space is leased by HRM and this lease expires December 31, 2024. The site is close to Cole Harbour Place and multiple schools and community parks. The site abuts a trail system that leads to Bissett Lake Park.</p> <p>The Education Act 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. While there may be operational challenges in some cases, the HRCE will work to ensure all students are provided with access.</p> <p>HRCE estimates that for every unit in a multi-unit dwelling, there is 0.16 school aged children. For 104 units, that would be 16.64 children aged 5-17. Schools in Cole Harbour that serve this area have capacity based on HRCE's 2022 long range outlook report.</p> <p>(iv) The TIS addendum prepared by WSP dated March 10, 2022, has been reviewed and accepted by Development Engineering and Traffic Management.</p> <p>(v) There are no designated historic buildings or sites near the site.</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> <ul style="list-style-type: none"> <li>(i) <i>type of use;</i></li> <li>(ii) <i>height, bulk and lot coverage of any proposed building;</i></li> <li>(iii) <i>traffic generation, access to and egress from the site, and parking;</i></li> <li>(iv) <i>open storage;</i></li> <li>(v) <i>signs; and</i></li> <li>(vi) <i>any other relevant matter of planning concern.</i></li> </ul> | <p>(i) There is a mix of commercial and residential uses in the area. The residential uses range from single unit dwellings to multi-unit dwellings. With the higher density dwellings primarily along Cole Harbour Road, including immediately to the west of the site, and lower density (i.e., single and two unit dwellings) on the streets off Cole Harbour Road. The underlying C-2 Zone permits a range of commercial uses, as well as apartment buildings with up to twelve dwelling units as-of-right. A</p>  |

multiple unit dwelling is appropriate for the area.

- (ii) The underlying zone permits a maximum building height of 10.7 metres. Other apartment buildings in the immediate area are up to three storeys tall, although there is a four storey building down the road at 1101 Cole Harbour Road. The agreement permits a six-storey building that's approximately 20.6 metres tall. The proposed building is double the height of most other buildings in the surrounding area. While the building is double the height of other buildings in the area, staff believe there is merit to consider a taller building at this location. The cut-outs in the building's facade and the stepback of the upper storeys combined with a mix of building materials and colours helps reduce the overall visual bulk of the building and makes for a more visually interesting building.

The development agreement has architectural requirements for massing (e.g., recesses, stepbacks, etc.) and changes in materials to mitigate the visual appearance of the height and bulk of the building and to help the building be visually interesting.

Due to the site's proximity to a watercourse, a significant portion of the site cannot be developed. Lot coverage is 26.8%, which is below the 50% lot coverage permitted in the underlying zone.

- (iii) A traffic impact statement, which addressed the anticipated amount of traffic generation to and from the site, was submitted as part of the application. The statement was reviewed and accepted by Development Engineering and Traffic Services.

Access to the site is proposed to be through a single entry/exit point.

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|   | <p>HRM's Parking Services was consulted to assist in determining an appropriate amount of vehicular parking for the development. The development agreement requires a minimum of 0.8 parking spaces per dwelling unit. For comparison, the Regional Centre does not have a minimum parking requirement. The C-2C Zone in Fairview, which is a newer zone, requires 0.5 parking spaces per bachelor or one-bedroom units and 0.8 spaces per units containing two or more bedrooms.</p> <p>Limited surface parking is proposed and is to be located in the rear yard. The majority of the parking will be underground. The surface parking and access to the underground parking area is directly abutting the left lot line. A 1.8 m tall opaque fence is required along the eastern property line to visually buffer the parking area from the neighbouring property.</p> <ul style="list-style-type: none"> <li>(iv) The development agreement does not permit open storage.</li> <li>(v) The development agreement reverts back to the signage requirements of the underlying zone.</li> <li>(vi) No other matters have been identified at this time.</li> </ul> |
| <p>d) <i>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</i></p> | <p>There is a watercourse along the rear lot line and west side lot line. The Development Agreement requires a minimum 20-metre-wide non-disturbance area measured from the ordinary highwater mark of the watercourse. The purpose of the non-disturbance area is to retain a buffer of natural vegetation surround the existing watercourse. No development, including landscaping or parking, is permitted in the non-disturbance area. A privacy fence to buffer the development from the development to the east of the property is permitted within the non-disturbance area.</p>  |
| <p>e) <i>any other relevant matter of planning concern.</i></p>   | <p>No other matters have been identified at this time.</p>   |

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| <p>f) <i>within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy IC-6”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS.</i></p>              | <p>A holding zone has not been established, and there are no additional lots being proposed. The applicant is proposing to consolidate the lots.</p> |
| <p><i>Policy IM-12<br/>In considering amendments to the land use by-law or development agreements, Cole Harbour/Westphal Community Council shall hold a Public Hearing according to the Planning Act.</i></p>  | <p>Any public hearing scheduled by Community Council will be held in accordance with the Planning Act.</p>   |
| <p><i>Policy IM-14<br/>It shall be the intention of the Cole Harbour/Westphal Community Council to post a notice of public hearing for any rezoning or development agreement application being considered under the provisions of this planning strategy. The notice shall be posted on the property under consideration and all expenses incurred shall be debited from an advertising deposit made by the applicant.</i></p> | <p>Prior to a public hearing, a notice will be posted on the application webpage and on the signage on the subject site.</p>                         |