



P.O. Box 1749  
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**Item No. 10.1.2**  
**Harbour East – Marine Drive Community Council**  
**July 6, 2023**  
**August 3, 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:** June 1, 2023

**SUBJECT:** **Case 23724: Rezoning and Development Agreement, 1818 Shore Road, Eastern Passage**

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**ORIGIN**

Application by Happy Cities on behalf of the property owner Blue Ocean Estate Holdings Limited

**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 First Reading to consider approval of the proposed amendment to Schedule A of the Land Use By-law for Eastern Passage/ Cow Bay, as set out in Attachment A, to rezone 1818 Shore Road, Eastern Passage from R-1 and R-2 to CDD (Comprehensive Development District) and schedule a public hearing;
2. Give notice of motion to consider the proposed development agreement, as set out in Attachment B, to allow for a mixed-use development with 94 residential units and local commercial uses at 1818 Shore Road, Eastern Passage, and schedule a public hearing. The public hearing for the development agreement shall be held concurrently with that indicated in Recommendation 1;

**RECOMMENDATION CONTINUES ON PAGE 2**

3. Adopt the amendment to Schedule A of the Land Use By-law for Eastern Passage/ Cow Bay, as set out in Attachment A;
4. Give provisional approval of the proposed development agreement, which shall be substantially of the same form as set out in Attachment B. The development agreement will be considered approved when the amendment to Schedule A of the Land Use By-law indicated in Recommendation 3 becomes effective; and
5. 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**

Happy Cities, on behalf of the property owner Blue Ocean Estate Holdings Limited, has applied to rezone lands at 1818 Shore Road, Eastern Passage from the R-1 (Single Unit Dwelling) and R-2 (Two Unit Dwelling) Zones to the CDD (Comprehensive Development District) Zone to allow for a mixed-use development with 94 residential units and local commercial uses via the development agreement process (Attachments A and B).

<b>Subject Site</b>	1818 Shore Road, Eastern Passage (PID 00401125)
<b>Location</b>	North side of Shore Road, between Oceanlea Drive and Shoreview Drive
<b>Regional Plan Designation</b>	Urban Settlement (US), Urban Local Growth Centre
<b>Community Plan Designation (Map 1)</b>	Urban Residential (UR), Municipal Planning Strategy for Eastern Passage/ Cow Bay (MPS)
<b>Zoning (Map 2)</b>	Single Unit Dwelling (R-1) zone & Two Unit Dwelling (R-2) zone, Land Use By-law for Eastern Passage/ Cow Bay (LUB)
<b>Size of Site</b>	Approximately 2.2 hectares (5.5 acres)
<b>Street Frontage</b>	Approximately 118 metres (387 feet)
<b>Current Land Use(s)</b>	Single unit dwelling
<b>Surrounding Use(s)</b>	<ul style="list-style-type: none"> <li>• HRCE property (Horizon Elementary School) and the Eastern Passage Common fields to the north;</li> <li>• Single-unit and other low-density (R-2 zone) residential uses, and HRCE property to the west;</li> <li>• Shore Road and coastal park (Green Shores) to the south; and</li> <li>• Semi-detached residential uses abutting the site to the east (R-2 zone).</li> </ul>

## **Proposal Details**

The applicant proposes a mixed-use, 94-unit compact form of development on the site which provides fully landscaped, usable private open spaces via the development agreement process (Attachment B, Schedules B and C). The major aspects of the proposal are as follows:

- Two 4-storey, 12-unit residential buildings (multiple unit dwellings) at the front portion of the site, with allowance for one common level of underground parking below the buildings;
- Commercial uses on the ground floor of the two 12-unit residential dwellings, including only variety stores, food stores, retail stores and restaurants, of up to 2,000 square feet (186 sq. m.) of gross floor area per building;

- Two 4-storey, stacked townhouse dwellings facing Shore Road, each containing not more than 6 residential units;
- 40 townhouses, 9 of which are referred to as 'townhouse-style multiple unit dwellings' as they have frontage on a common shared private driveway, and 31 of which have frontage on a proposed 'P-loop' public street;
- 18 single-unit dwellings, 17 of which front on the proposed 'P-loop' public street and one which fronts on Shore Road;
- Landscaped exterior amenity areas containing a combination of hard and soft landscaping, pedestrian walkways, benches, planters and other landscape elements, including:
  - an 'Oceanside Patio' area on the site of the two 12-unit residential buildings;
  - a 'Village Square' landscaped area in the centre of the development; and
  - a 'Common Green' passive area within the P-loop street;
- Exterior surface parking areas and possible underground parking. Total parking will equal at least one vehicular parking space per dwelling unit, 3 spaces for every 93 square metres (1,000 sq. ft.) of commercial space, and bicycle parking facilities within the multiple unit dwellings and stacked townhouse dwellings;
- Subdivision of the lands so that:
  - each building is located on its own property with public street frontage, with the exception of the two townhouse-style multiple unit dwellings along the common shared private driveway;
  - the Village Square landscape area will be included as part of the same lot as one or both of the 12-unit multiple unit dwellings and adjacent parking area, to avoid issues with ownership and maintenance;
  - the parkland dedication for the entire development will be cash-in-lieu of land as the site is adjacent to the HRM 'Eastern Passage Common' fields;
- Vegetative screening along the southeast side property line in common with properties on Ainslie Crescent;
- Active transportation trail link between the P-loop public street and the lands of Halifax Regional Centre for Education (HRCE) to the north;
- Accessory uses and buildings, and some opportunity for home businesses, bed and breakfasts and shared housing, mainly limited to the single unit dwelling uses; and
- Phasing of the development to generally include the P-loop public street and single unit dwellings first, followed by townhouses and then the multi-unit dwellings and stacked townhouses.

#### 2016 Rezoning of Site

A previous proposal (Case 19927) by a former landowner to rezone two small portions of the site from R-1 to R-2 was approved by Harbour East–Marine Drive Community Council on November 10, 2016. The rezoning was to allow for the subdivision of the lands at 1818 Shore Road with traditional lots on a new cul-de-sac, with some of the lots in the middle of the site being zoned R-2, which would allow the development of either two unit dwellings or single unit dwellings on those sites. This traditional lot development did not proceed and the property remains vacant.

#### Green Shores Project

Directly across Shore Road from the subject site lies publicly owned parkland along the shoreline. The federal government recently announced a partnership with HRM to rehabilitate a 555 metre stretch of the Eastern Passage shoreline, commonly referred to as the Green Shores project. The project is expected to rehabilitate the shoreline with natural infrastructure to support the restoration of coastal ecosystems, improve the quality of stormwater flowing to the ocean, reduce coastal erosion, and include a permeable waterfront trail which may provide an opportunity to directly link the site to this rehabilitated shoreline.

#### **Enabling Policy and Land Use By-law (LUB) Context**

The subject site is designated Urban Residential (UR). Subject to Policies UR-13, UR-15 and IM-11 of the Municipal Planning Strategy for Eastern Passage/ Cow Bay (MPS), Community Council may consider applications for rezoning to a comprehensive development district (CDD) zone and the development of

such comprehensive districts through the development agreement process. These enabling policies are found in the UR designation and provide criteria for considering the development of the site (Attachment C).

The subject site is zoned R-1 (Single Unit Dwelling) and R-2 (Two Unit Dwelling) under the Land Use By-law for Eastern Passage/ Cow Bay. Single-unit and two-unit residential uses are permitted, as well as secondary suites, backyard suites and shared housing with up to 10 bedrooms.

The Regional Plan (MPS) designates the site as Urban Settlement (US) and the overall Eastern Passage community is identified as an Urban Local Growth Centre, which calls for a mix of residential densities and commercial uses, which support pedestrian linkages, transit use and active transportation. Policy G-14A also requires that Council, when considering development agreements, consider the objectives and policies/ actions of the 'priorities plans' adopted by Council (Attachment C).

## **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, 401 letters mailed to property owners within the notification area and a virtual public information meeting held on Wednesday, April 20, 2022 (Attachment D).

The webpage was viewed a total of 876 times (717 of these were unique) between January of 2022 and February of 2023. Approximately 15 members of the public attended the virtual meeting. Attachment D contains a summary of the meeting. Staff received 26 emails, and 5 phone calls from the public. The following comments and concerns were raised regarding the development agreement proposal:

- Concern that the population density and building heights are not in keeping with the character of the surrounding neighborhood; the proposal is too dense at the front of Shore Road and that multi units would be better located at the back of the development, not in favour of commercial space;
- Concern with limited bus frequency on Shore Road, that the community does not appear to be a priority for transit;
- The existing zoning is adequate for the site;
- Concerns that with previous rezoning and development proposals the community is weary of so many applications on the site;
- Traffic concerns, impact on Shore Road which is narrow, whether the TIS took into account DND testing facility at Hartlen Point and other developments in area, and that the development will not meet national and international environmental commitments for reducing car usage;
- Pedestrian and cycling links, seaside connection (opposite side of Shore Road);
- Concerns regarding sea level rise, servicing, stormwater, environmental and emergency management issues;
- Construction concerns re: blasting, loss of trees, wildlife and views of the harbour;
- Comments in support of the proposed development; that the proposal would bring new life to the community, provide more housing types that would be more affordable, and that the density is acceptable because it provides more housing types for people;
- The recreational space proposed looks nice and that more hedge privacy between existing properties should be considered; and
- That renewable energy and affordable housing should be considered in the development.

A public hearing must be held by Harbour East–Marine Drive Community Council before consideration can be given to the proposed rezoning and development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to a notice of the hearing published on the

Municipality's website at least seven days before the date of the public hearing, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

#### Additional Community Engagement by Applicant

In addition to the community engagement carried out by staff as part of the formal planning application, the applicant prepared a summary of additional community engagement, which they undertook up to April of 2022, which can be found at <https://www.halifax.ca/business/planning-development/applications/case-23724-1818-shore-road-eastern-passage>.

## **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 rezoning and development agreement in relation to the relevant MPS policies.

### **Rezoning**

Attachment A contains the proposed amendment to the Land Use By-law for Eastern Passage/ Cow Bay, which includes an amendment to Schedule A (zoning map) to rezone the subject site to CDD (Comprehensive Development District).

The proposed rezoning of the site meets the criteria found in Policy UR-13 of the MPS (Attachment C). Specifically, the proposed development:

- is capable of utilizing existing services;
- includes a minimum land area of 5 acres;
- contains a mix of housing types found in the Eastern Passage area, which does not detract from the community's residential character; and
- provides adequate and useable lands for community facilities and private parks on-site, and benefits from public open space immediately adjacent the site.

### **Proposed Development Agreement**

Attachment B 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:

- the scale of the proposed multi-unit buildings, which are limited to 4 storeys in height and a maximum of 12 residential units per building;
- detailed provisions regarding the location and size of the buildings and lots on the site, including but not limited to minimum lot area, frontage, maximum lot coverage, minimum setbacks from the property lines;
- the exterior design of the multi-unit buildings and stacked townhouse dwellings, which will be subject to schedules in the agreement;
- allowances for phasing and subdivision of the land where frontage is provided by the new public street, including exemptions for two townhouse-style dwellings, which will not have frontage on the street;
- the agreement includes a conceptual site plan to address the location of useable landscaped areas, driveway and vehicular parking areas, pedestrian walkways, in addition to proposed building locations;
- limits on the size and use of commercial spaces in the multi-unit buildings;
- requirements for minimum parking space numbers, sizes, location and access;
- landscaping requirements for the private landscaped areas and screening along the southeast property line to help reduce impacts on abutting residential development; and
- minor changes, if necessary, to various aspects of the development, including potentially replacing the 6-unit stacked townhouses with 12-unit multiple-unit dwellings, provided the building footprint and height is not increased in size, through the non-substantive amendment process.

The attached development agreement will permit the proposed development, 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.

#### Site and Building Design

The proposal includes a mix of single unit dwellings, townhouse dwellings, two stacked townhouse dwellings, and two multiple unit dwellings in a compact manner on small sites, which front on both Shore Road and an internal public street and includes landscaped open spaces and a small amount of local-type commercial uses (refer to Schedules B and C of Attachment B). The compact form of development on the site allows for the development of private landscaped spaces, which will not be credited towards the parkland dedication for the development, as other HRM open spaces exist to the immediate north of the site. The private landscaped spaces will be included as part of the same lot as one or both of the multiple unit dwellings and adjacent parking area to address any ownership and maintenance issues. The compact form is not expected to result in land use impacts on surrounding development. The subject site abuts the Horizon Elementary School to the north and to the west, where an approximate 20 metre (66 foot) strip of the HRCE (Halifax Regional Centre for Education) land separates the site from adjacent R-2 zoned development on Oceanlea Drive. Along the southeastern side property line, a parking area and single unit dwellings will abut the residential backyards of semi-detached properties fronting on Ainslie Crescent and one fronting on Shore Road. In that location, visual screening will be provided along the full extent of the southeast property line.

The 4-storey multi-unit buildings and stacked townhouses are designed to be small in scale, up to 50 feet in height, with between 6 to 12 units each. These buildings will have a vernacular architectural style and be traditional in appearance with pitched roofs and dormers and some projecting balconies to fit in with the community. A mix of non-combustible building materials are proposed, which will complement materials found on surrounding low-density wood frame structures, such as shingles and plank siding, as well as the glazing found on commercial storefronts. The development agreement does not include elevation drawings for single unit dwellings and townhouses in order to provide the flexibility in choice of materials and appearance which exists with as-of-right development in the community. However, it is possible that the developer will choose a similar design approach to that of the multi-unit buildings and stacked townhouses for these lower-density dwellings. Therefore, the proposed building heights, bulk and design of buildings will be compatible with surrounding land uses.

#### Density and Land Use Compatibility

The Regional MPS designates the Eastern Passage community as an Urban Local Growth Centre, which calls for a mix of residential densities and commercial uses to support transit use and active transportation. The proposed site density is generally higher than that of surrounding residential development as a result of smaller lot sizes per dwelling unit. However, as noted above, the development would not have a negative impact on the surrounding community as a result of this density. The Urban Residential designation is not specific regarding a density limit for each CDD proposal, but includes policies that call for innovative housing forms (preamble to policy UR-13) and indicates that proposals are to be in keeping with, and not detract from, the general residential character of the community. The proposed density for the entire development is approximately 18 units per acre. In comparison, the community commercial designation found in the traditional centre of Eastern Passage (northwest of Norman's Lane), which is approximately half a kilometre away, allows for apartment buildings with a maximum of 36 units per acre through the development agreement process. This would be roughly similar in density to the individual multi-unit and stacked townhouse sites, but double the density of the site overall.

The maximum height of the proposed 4-storey buildings is approximately 15 metres (49.2 feet), which is one storey higher than the height of buildings permitted in the surrounding R-2 and C-2 zones in Eastern Passage, which permit buildings of up to 35 feet in height. The number of residential units per apartment building is limited to 12 units, as per policy UR-8. The 4-storey buildings are located close to Shore Road, and do not abut existing residential development, due to the adjacent 20 metre strip of HRCE land to the west. The single unit dwellings and townhouses are similar in scale to those found in the community. The

proposed commercial uses are limited in size (up to 2,000 sq.ft. per multi-unit building) and limited to local or neighbourhood type uses, such as small-scale retail and restaurants.

While the immediately adjacent properties are primarily low-density residential in nature, the surrounding area is zoned R-2, which would allow for two-unit dwellings as well as potential secondary suites or backyard suites, or alternatively, shared housing with up to 10 bedrooms. Therefore, given the above factors, the land uses and density permitted by the attached development agreement would not result in significantly greater land use impacts on surrounding properties than that which could be constructed and permitted as-of-right.

#### Housing Mix

Policy UR-5 calls for a 'general objective' of 70:30 as a housing mixture ratio of single unit dwellings to other housing types within the Eastern Passage/ Cow Bay plan area. Pursuant to a 2003 decision of the NSUARB regarding an amendment to the Heritage Hills development agreement, this policy applies to the planning area as a whole and, as well, provides guidance for individual developments. However, the preamble to this policy recognizes that housing "needs change as economic conditions and factors such as age, family size and income change." It has been 30+ years since the plan was written, and economic conditions have changed in terms of housing costs and the urgent need to increase housing supply to meet demand. The current housing mix ratio in the plan area is estimated to be approximately 61% single-unit, versus 39% other dwelling types. This ratio is expected to further reduce the percentage of single-unit dwellings over time due to Regional Council's adoption of changes to the Regional Plan and all Land Use By-laws in HRM to allow for secondary suites, backyard suites and shared housing in all residential areas. Policy UR-13 d) below allows for a housing mix that "does not detract from the general residential character of the community". Due to the fact that this policy is a "general objective" for achieving a reasonable mix, staff advise that this objective is either met by the proposal or may be assigned less weight in the overall balance of MPS objectives and policies, given the current housing situation in HRM.

#### Landscaped Areas

Landscaped areas will include the Oceanside Patio and Village Square landscaped areas and the Common Green area within the P-loop street, which will contain a combination of hard and soft landscaping, pedestrian walkways, benches, planters and other landscape elements. The proposed agreement also requires vegetative screening along the southeast side property line, abutting development on Ainslie Crescent. The developer will be required to submit a landscaping plan at the permitting stage and either complete the landscaping measures or supply a security deposit for its completion prior to any occupancy of buildings, as set out in the proposed agreement.

#### Traffic, Site Access, Parking and Transit

A Traffic Impact Statement was prepared by Design Point Engineering and Surveying dated December 16, 2021, as well as addendum material, which has been reviewed and accepted by HRM Development Engineering and Traffic Management.

Access to the site will be via the P-loop public street and a common shared private driveway which will provide access to some of the parking spaces for townhouses and apartments. The P-loop driveways will meet the requirements of the Streets By-law S-300. The details will be determined at the subdivision and permitting stages of development approvals. Additionally, a walkway connection will be provided from the P-loop street to the HRCE lands to the north and there will be an opportunity for a pedestrian link to the Green Shores coastal park on the opposite side of Shore Road to the south.

Parking will be required at a rate of 1 parking space for each dwelling unit within the entire development, plus 3 spaces for every 93 square metres (1,000 sq. ft.) of commercial space. Parking spaces will be of a hard-finished surface, may be located on a different lot than the use it is intended to serve and may be reduced to 8 feet by 18 feet in size. Bicycle parking requirements of the Land Use By-law will also be met for the apartments and stacked townhouses.

Shore Road is designated in the MPS (Map 3 – Transportation) as a major collector road, is located within the Urban Transit Service Boundary and along an existing bus route (6B). There are no concerns with the development's impact on Shore Road (refer to Priorities Plans section below).

### **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 that 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 policies of the Integrated Mobility Plan was identified as most relevant to this application, and were used to inform the recommendation within this report.

The Integrated Mobility Plan (IMP) guides investment in active transportation, transit, transportation demand management, goods movements, and the roadway network. The subject site is within the Urban Transit Service Boundary and bus stops are located along Shore Road. A former bus stop directly in front of the site will be reinstated with a new pole and sign in the location of an existing bus pad. The proposed mixed-use development furthers the intent of the IMP by adding significant residential density along this transit route, helping to contribute towards creating complete communities.

### **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 development agreement permits a mixed-use development on the site with adequate controls and measures in place which result in minimal impacts on the surrounding community. Therefore, staff recommend the Harbour East – Marine Drive Community Council approve the proposed rezoning and 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 2023-2024 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 amendment to the Eastern Passage/Cow Bay LUB and 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 the proposed amendment or 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 amendment to the Eastern Passage/Cow Bay LUB and the proposed development agreement, and in doing so, must provide reasons why either or both do not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed LUB amendment or 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

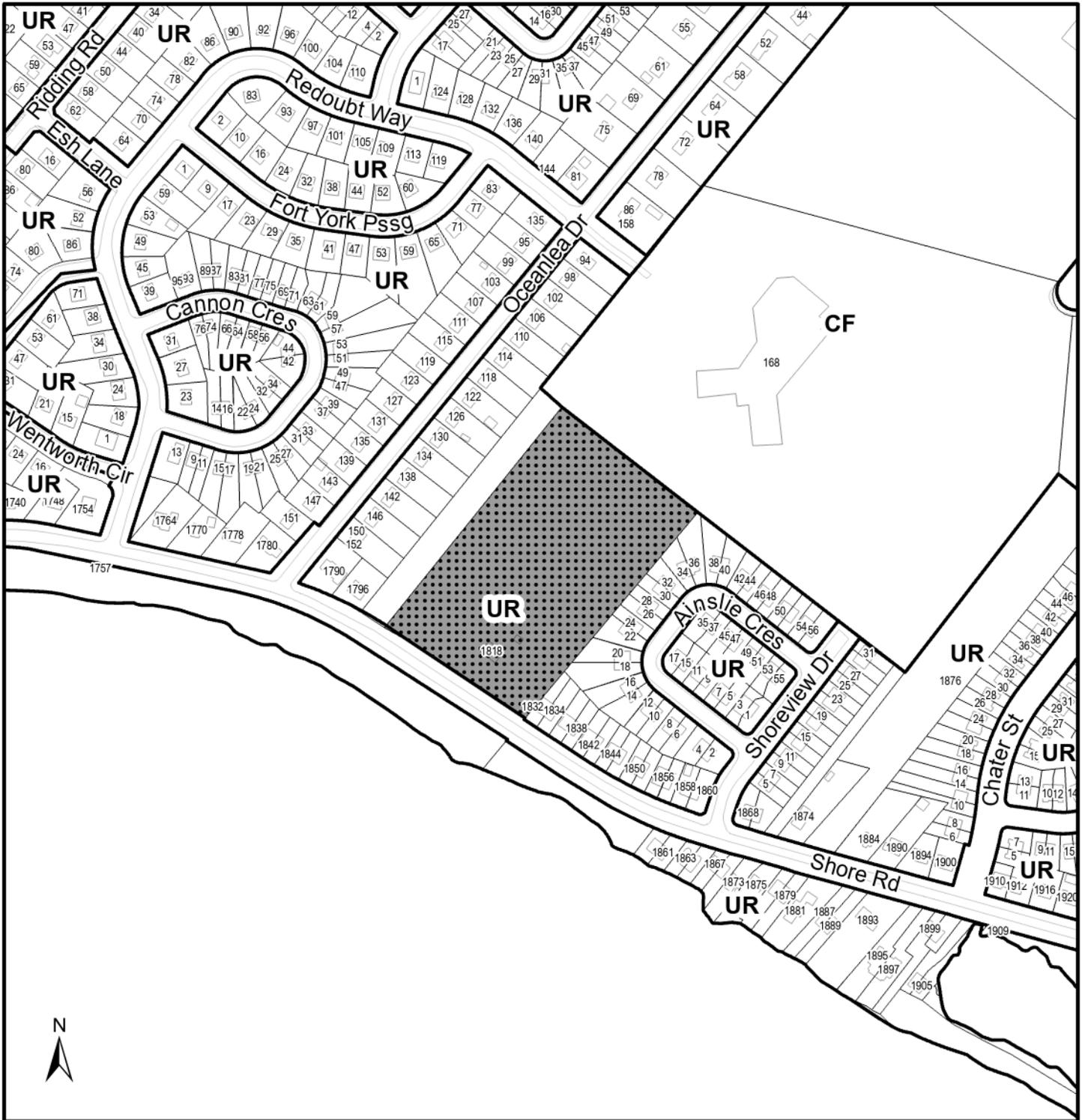
Attachment A: Proposed Amendment to the Land Use By-law for Eastern Passage/ Cow Bay  
Attachment B: Proposed Development Agreement  
Attachment C: Review of Relevant Regional MPS and Eastern Passage/ Cow Bay MPS Policies  
Attachment D: Summary of Public Information Meeting

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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: Paul Sampson, Planner II, 902.717.8125

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**Map 1 - Generalized Future Land Use**

1818 Shore Road  
Eastern Passage

 Subject Property

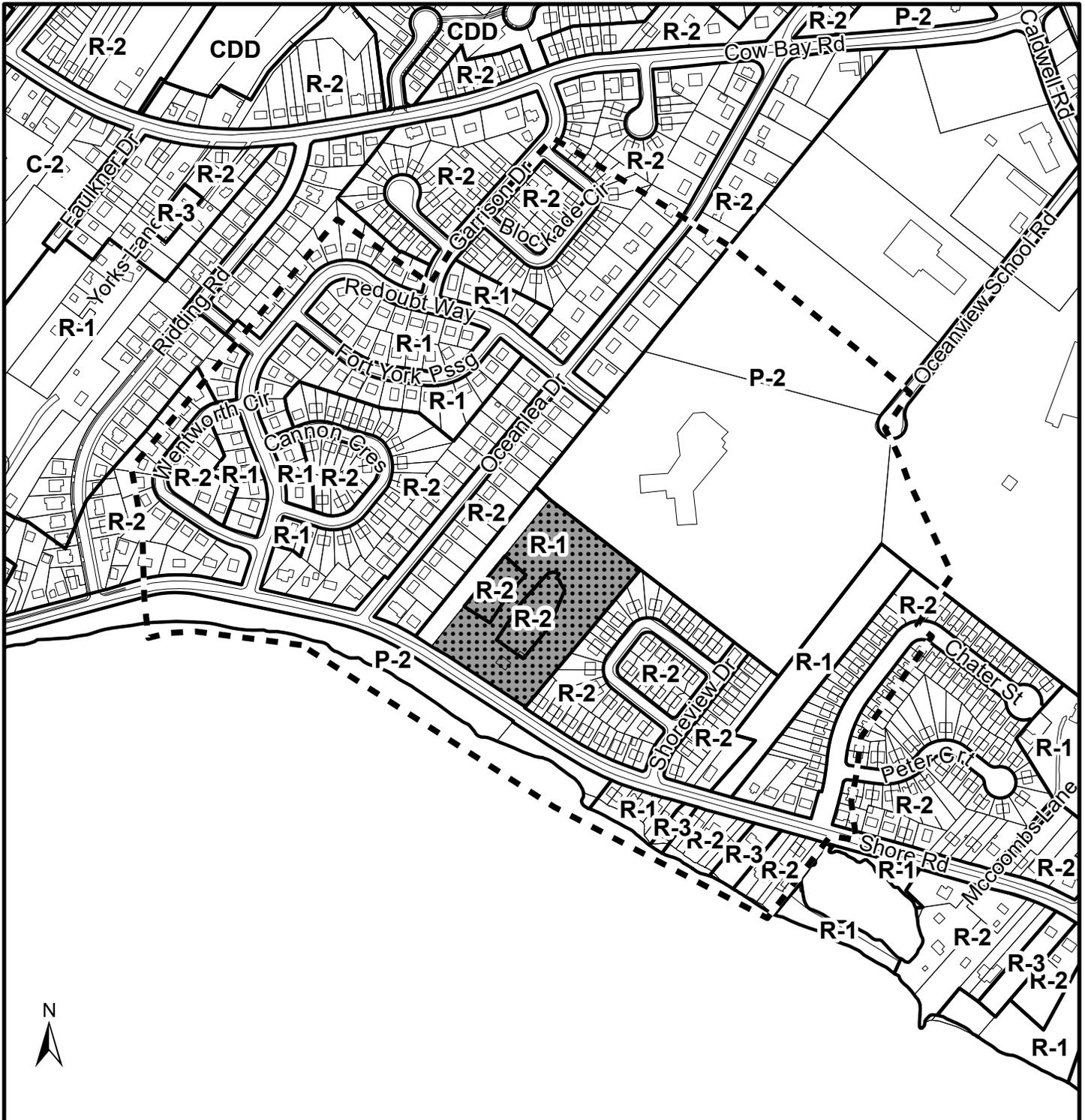
**Designation**  
 CF Community Facility  
 UR Urban Residential



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**

1818 Shore Road  
Eastern Passage

**HALIFAX**

-  Subject Property
-  Area of Notification

- Zone**
- C-2 General Business
  - CDD Comprehensive Development District
  - 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 Amendment to the Land Use By-law for Eastern Passage/ Cow Bay

BE IT ENACTED by the Harbour East – Marine Drive Community Council of the Halifax Regional Municipality that the Land Use By-law for Eastern Passage/ Cow Bay is hereby further amended as follows:

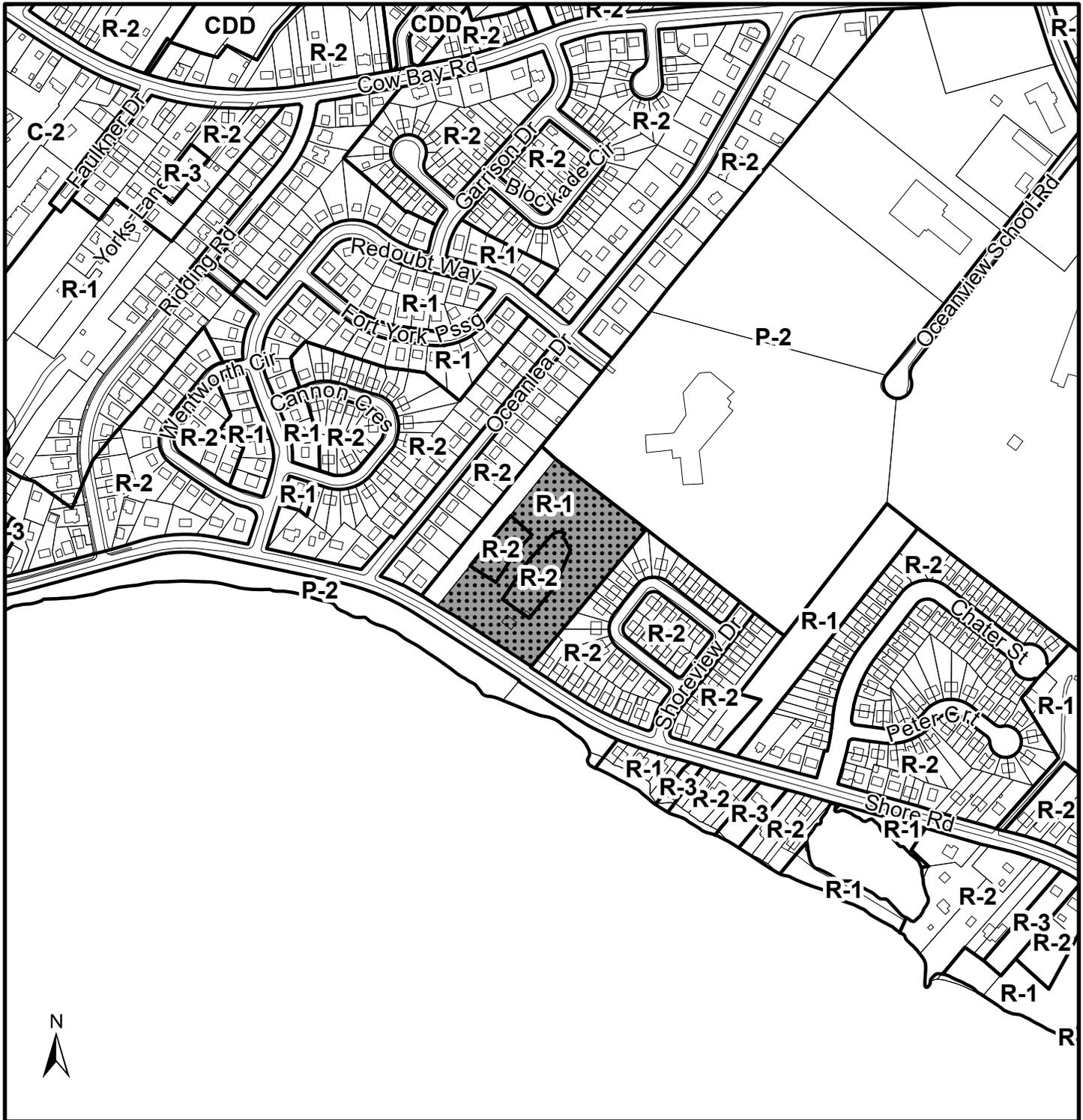
1. Schedule A (Zoning Map) is hereby amended by rezoning the property at 1818 Shore Road, Eastern Passage (PID 00401125) from R-1 (Single Unit Dwelling) and R-2 (Two Unit Dwelling) zones to CDD (Comprehensive Development District) zone, as shown on Schedule A attached hereto.

I, Iain MacLean, Municipal Clerk for the Halifax Regional Municipality, hereby certify that the above -noted by-law was passed at a meeting of the Harbour East-Marine Drive Community Council on the \*\*\* day of \*\*\*\*\*, 20\*\*.

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Iain MacLean  
Municipal Clerk

# Schedule A (of Attachment A)

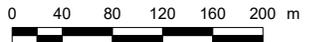


## Schedule A

1818 Shore Road  
Eastern Passage

 Area to be rezoned from R-1 and R-2 zones to CDD (Comprehensive Development District) zone

- Zone**
- C-2 General Business
  - CDD Comprehensive Development District
  - P-2 Community Facility
  - R-1 Single Unit Dwelling
  - R-2 Two Unit Dwelling
  - R-3 Mobile Dwelling



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

Eastern Passage/Cow Bay  
Land Use By-Law Area

## Attachment B: Proposed Development Agreement

### 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 1818 Shore Road, Eastern Passage (PID 00401125) 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 residential and mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR-8, UR-15 and IM-11 of the Municipal Planning Strategy for Eastern Passage/ Cow Bay and Section 3.6 (a) of the Land Use By-law for Eastern Passage/ Cow Bay;

**AND WHEREAS** the Harbour East - Marine Drive Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 23724;

**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 Land Use By-law for Eastern Passage/ Cow Bay and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variance applications enabled under Section 250 of the Halifax Regional Municipality Charter 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 for Eastern Passage/ Cow Bay 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 for Eastern Passage/ Cow Bay 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 Land Use By-law for Eastern Passage/ Cow Bay and the Regional 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) "AT trail" means the walkway that extends between the P-loop public street and the lands of Halifax Regional Centre for Education (HRCE) to the northeast, as shown on Schedule B of this agreement.
- b) "Common shared private driveway" means a driveway that is not a public street and has not been accepted nor is maintained by the Municipality or the Province.
- c) "Landscape area" means any combination of trees, shrubs, flowers, grass or other horticultural elements, decorative stonework, pavers, planters, screening or other landscape architectural elements, walkways, and benches, all of which are designed to enhance the visual amenity of a property or to provide an amenity for common use by the occupants of buildings in the development.
- d) "Stacked townhouse dwelling" means a type of townhouse dwelling in which each dwelling unit is two storeys and stacked on top of one another, with units having direct street access via individual ground-level entrances to each unit.
- e) "Townhouse-style multiple-unit dwelling" means a multiple unit dwelling:
  - (i) which resembles a townhouse dwelling that is divided vertically into three or more dwelling units;
  - (ii) where each dwelling unit is not required to be located on a separate lot;
  - (iii) where each dwelling unit is not required to have entrances to a front and rear yard; and
  - (iv) where the dwelling and lot do not require lot frontage on a public street.

## **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 23724:

Schedule A	Legal Description of the Lands
Schedule B	Conceptual Site Plan
Schedule C	Conceptual Building Elevations - Multi-Unit and Stacked Townhouses

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

- 3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall submit to the Development Officer a Site Disturbance Plan, Erosion and Sedimentation Control Plan and Site Grading and Stormwater Management Plan required in accordance with Section 5.2 of this Agreement.
- 3.2.2 Prior to the issuance of any Development Permit, the Developer shall submit to the Development Officer applications for concept and final subdivision approval for the development in accordance with Schedule B, the Regional Subdivision By-law and the provisions of this Agreement.
- 3.2.3 Prior to the issuance of a Development Permit, the Developer shall provide to the Development Officer, unless otherwise permitted by the Development Officer, a detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.9 of this Agreement.
- 3.2.4 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide to the Development Officer, unless otherwise permitted by the Development Officer, written confirmation prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed pursuant to Section 3.9 and Schedule B of this Agreement.
- 3.2.5 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) Single unit dwellings;
  - (b) Townhouse dwellings and townhouse-style multiple-unit dwellings;
  - (c) Two stacked townhouse dwellings, each containing not more than 6 residential units;
  - (d) Two multiple unit dwellings, each containing not more than 12 residential units;
  - (e) Commercial uses including variety stores, food stores, retail stores and restaurants on the ground floor of the two multiple unit dwellings, pursuant to Section 3.4.5;
  - (f) In single unit dwellings only, and subject to the requirements of the land-use by-law: home childcare services for not more than three (3) children, home business uses, bed and breakfast establishments and shared housing;
  - (g) Public and private parks and recreation spaces;
  - (h) Accessory uses, buildings and structures which are accessory to the foregoing, excluding backyard suites and secondary suites; and
  - (i) A temporary construction and sales building, pursuant to Section 3.14.

### **3.4 Detailed Provisions for Land Use**

- 3.4.1 Single unit dwellings shall comply with the R-1 zone requirements of the Land Use By-law, with the following exceptions:
  - a) Minimum lot area shall be 150 square metres (1,615 square feet);
  - b) Minimum lot frontage shall be 3.2 metres (10.5 feet);
  - c) Minimum front yard shall be 2 metres (6.5 feet);
  - d) Minimum side yard shall be 0.9 metres (3 feet);
  - e) Minimum rear yard shall be 1.2 metres (4 feet); and
  - f) Maximum lot coverage shall be 70 percent.

- 3.4.2 Townhouse dwellings and townhouse-style multiple-unit dwellings shall comply with the R-5 zone requirements of the Land Use By-law, with the following exceptions:
- a) Minimum lot area shall be 150 square metres (1,615 square feet);
  - b) Minimum lot frontage shall be 3.2 metres (10.5 feet), with the exception that townhouse-style multiple-unit dwellings shall not require any lot frontage;
  - c) Minimum front yard shall be 2 metres (6.5 feet);
  - d) Minimum side yard shall be 0.9 metres (3 feet);
  - e) Minimum rear yard shall be 1.2 metres (4 feet); and
  - f) Maximum lot coverage shall be 70 percent.
- 3.4.3 Stacked townhouse dwellings shall comply with the requirements of the Land Use By-law, with the following exceptions:
- a) Minimum lot area shall be 372 square metres (4,000 square feet);
  - b) Minimum lot frontage shall be 15.2 metres (50 feet);
  - c) Minimum front yard shall be 0.9 metres (3 feet);
  - d) Minimum side yard shall be 0.9 metres (3 feet);
  - e) Minimum rear yard shall be 1.2 metres (4 feet);
  - f) Maximum lot coverage shall be 70 percent;
  - g) Maximum height shall be 15.2 metres (50 feet) and not more than 4 storeys above the established grade surrounding the building; and
  - h) The two stacked townhouse dwellings may have a below-grade (basement) level which may include vehicular and bicycle parking, storage spaces, and building mechanical space but shall not include residential units.
- 3.4.4 Multiple-unit dwellings shall comply with the requirements of the Land Use By-law, with the following exceptions:
- a) Minimum lot area shall be 372 square metres (4,000 square feet);
  - b) Minimum lot frontage shall be 15.2 metres (50 feet);
  - c) Minimum front yard shall be 0.9 metres (3 feet);
  - d) Minimum side yard shall be 0.9 metres (3 feet);
  - e) Minimum rear yard shall be 1.2 metres (4 feet);
  - f) Maximum lot coverage shall be 70 percent;
  - g) Maximum height shall be 15.2 metres (50 feet) and not more than 4 storeys above the established grade surrounding the building;
  - h) Notwithstanding Section 4.5 of the Land Use By-law, two multiple unit dwellings may be permitted on one lot, as shown on Schedule B. The Village Square landscape area shall be included as part of the same lot as one or both of the multiple unit dwellings and adjacent parking area;
  - i) Each multiple unit dwelling shall contain a maximum of twelve (12) dwelling units;
  - j) Multiple-unit dwellings may contain ground floor commercial space, pursuant to Section 3.4.5, and amenity space for residents of the building;
  - k) A minimum of 33% of residential units, rounded up to the nearest unit, shall consist of two (2) or more bedrooms; and
  - l) The two multiple unit dwellings may share a common, below-grade (basement) level which may include vehicular and bicycle parking, storage spaces, and building mechanical space but shall not include residential units.
- 3.4.5 Commercial uses shall be permitted on the ground floor of the multi-unit dwellings, up to 2,000 square feet (186 sq. m.) of gross floor area per building. Permitted commercial uses may only include variety stores, food stores, retail stores and full service and take-out restaurants.

- 3.4.6 The developer shall provide visual screening along the full extent of the southeast property line (which abuts properties on Ainslie Crescent). The screening shall comply with Section 14.15 of the Land Use By-law.
- 3.4.7 The 'Oceanside Patio' landscaped area shall include a combination of hard and soft landscaping, planters, vegetation, seating options such as picnic tables, chairs, and benches, and informal outdoor café or patio areas. The 'Village Square' landscaped area shall include a combination of hard and soft landscaping, pedestrian walkways, and benches. Details of the 'Oceanside Patio' and 'Village Square' areas shall be provided pursuant to Section 3.9.
- 3.4.8 Accessory buildings and structures shall comply with Sections 4.10, and 4.11 of the Land Use By-law with the following exceptions:
- a) the required side or rear yard setback shall be 2 feet (0.61m);
  - b) the maximum height shall be 12 feet (3.7m);
  - c) the maximum floor area shall be 350 square feet (32.5 square metres); and
  - d) only one accessory building shall be permitted per lot.

### **3.5 Architectural Requirements**

- 3.5.1 The façades of the multiple-unit dwelling and the stacked townhouse dwellings facing Shore Road shall generally conform to Schedule C and shall be designed and detailed as the primary façades. Further, architectural treatment shall be continued around all sides of the building.
- 3.5.3 For the multiple unit dwellings and the stacked townhouse dwellings, 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).
- 3.5.4 For the multiple unit dwellings and the stacked townhouse dwellings, any exposed foundation in excess of .61m (2 feet) in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.5 For the multiple unit dwellings and the stacked townhouse dwellings, the following external cladding materials shall be prohibited:
- (a) vinyl siding;
  - (b) plastic, except for architectural laminate panels;
  - (c) bare or painted plywood;
  - (d) standard concrete blocks, however architectural concrete products are permitted;
  - (e) exterior insulation and finish systems (EIFS) where stucco is applied to rigid insulation as a primary weather protection for the building envelope; and
  - (f) mirrored glass or darkly tinted glass.
- 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 be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.7 Canopies and fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.5.8 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

### **3.6 Subdivision of the Lands**

- 3.6.1 Subdivision applications shall be submitted to the Development Officer in accordance with Schedule B, the Regional Subdivision By-law, and the provisions of this agreement.
- 3.6.2 The developer agrees to consult with the municipality prior to final subdivision approval in order to provide landscaping within the Common Green area (within the P-loop street), which may include a combination of landscaping, public seating (such as benches), and pedestrian walkway(s).

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

- 3.7.1 The parking areas shall be sited as generally shown on Schedule B and shall comply with the requirements of this section. The parking areas shall be defined by concrete or asphalt curb.
- 3.7.3 Vehicular access to the two townhouse buildings which do not have public street frontage shall be provided by a common shared private driveway as generally shown on Schedule B.
- 3.7.4 The parking areas for the development shall provide an overall minimum of 1 parking space for each dwelling unit within the entire development, plus 3 spaces for each 93 square metres (1,000 sq. ft.) of commercial space. Parking spaces may be located on a different lot than the use it is intended to serve.
- 3.7.5 All parking spaces shall be at least 2.4 metres (8 feet) by 5.5 metres (18 feet) in size.
- 3.7.6 All driveways and parking areas shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.7.8 It is the responsibility of the Developer to convey all required rights-of-way over the properties as intended or shown on Schedule B and the text of this Agreement.
- 3.7.9 Bicycle parking shall be provided as required by the Eastern Passage/ Cow Bay Land Use By-law.

### **3.8 Outdoor Lighting**

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

### **3.9 Landscaping**

- 3.9.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.9.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section, provides details of landscape measures to be carried out for the Oceanside Patio and Village Square landscaped areas and the Common Green area within the P-loop street, as shown on Schedule B, and generally conforms with the overall intentions of Section 3.4.7. 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.
- 3.9.3 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.

- 3.9.4 Notwithstanding Section 3.9.3, 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.

### **3.10 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 and snow and ice control, salting of walkways and driveways.

### **3.11 Phasing**

- 3.11.1 Development of the Lands shall generally be completed in consecutive phases as follows:

Phase 1: 17 units (17 single-unit dwellings)

Phase 2: 40 units (40 townhouse dwelling units)

Phase 3: 37 units (24 multiple-unit dwelling units, 12 stacked townhouse dwelling units, 1 single unit dwelling)

### **3.13 Signs**

- 3.13.1 The sign requirements shall be accordance with the Eastern Passage/ Cow Bay Land Use By-law, as amended from time to time.
- 3.13.2 Notwithstanding Section 3.13.1, signs depicting the name or corporate logo of the Developer shall be permitted while a temporary construction and sales building is located on the site.
- 3.13.3 Signs shall only be externally illuminated.
- 3.13.4 Notwithstanding Section 3.13.1, a maximum of one ground sign shall be permitted at each entrance to the subdivision or phase or street to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer and Development Engineer and shall meet the following:
- a) Signs shall be located on private property and not within the public right-of-way;
  - b) The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m);
  - c) the face area of any sign shall not exceed 50 square feet (4.65 sq. m.);
  - d) Signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry; and

e) The only illumination permitted shall be low wattage, shielded exterior fixtures.

### **3.14 Temporary Construction Building**

3.14.1 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.

### **3.15 Screening**

3.15.1 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.

3.15.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from all public streets and adjacent residential properties. 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.

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

3.15.4 Any mechanical equipment shall be screened from view from all public streets with a combination of fencing and landscaping or building elements.

## **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 Underground Services**

4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to all multi-unit dwellings and all townhouse dwellings shall be underground installation.

### **4.4 Site Preparation in a Subdivision**

4.4.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer and in accordance with By-law G-200 (Grade Alteration By-law).

#### **4.5 Outstanding Site Work**

- 4.5.1 Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

#### **4.6 Solid Waste Facilities**

- 4.6.1 For the multiple unit dwellings and stacked townhouse dwellings, the building shall include designated space for five stream commercial waste containers 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.
- 4.6.2 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.
- 4.6.3 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 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:
- (a) 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 Archaeological Monitoring and Protection**

- 5.3.1 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.

#### **5.4 Sulphide Bearing Materials**

- 5.4.1 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 or the Development Officer:
- (a) Replacement of one or both of the 6-unit stacked townhouses with 12-unit multiple-unit dwellings and corresponding changes to the elevation drawing (Schedule C), provided the building footprint and height is not increased in size;
  - (b) Minor changes to the conceptual site plan in Schedule B;
  - (c) Minor changes to the conceptual building elevations in Schedule C;
  - (d) Changes to the parking requirements pursuant to Section 3.7;
  - (e) Changes to the phasing pursuant to Section 3.11;
  - (f) Minor changes to the Detailed Provisions for Land Use in Section 3.4; and
  - (g) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 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 Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

- 7.3.2 For the purpose of this section, commencement of development shall mean final subdivision approval of the lots.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer.

#### **7.4. Completion of Development**

- 7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Mainland as may be amended from time to time.

#### **7.5 Discharge of Agreement**

- 7.5.1 Upon completion of the development, or if the Developer fails to complete the development within fifteen (15) years from the date of the registration of this Agreement at the Land Registration Office, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By law for Halifax Mainland, as may be amended from time to time.

### **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)**

\_\_\_\_\_  
Witness

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

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

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.

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A Commissioner of the Supreme Court  
of Nova Scotia

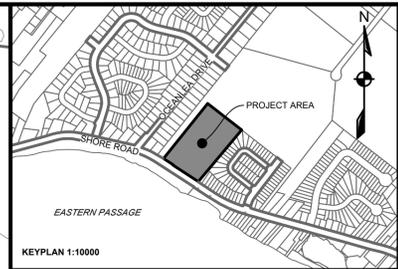
PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, 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.

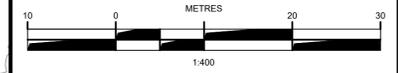
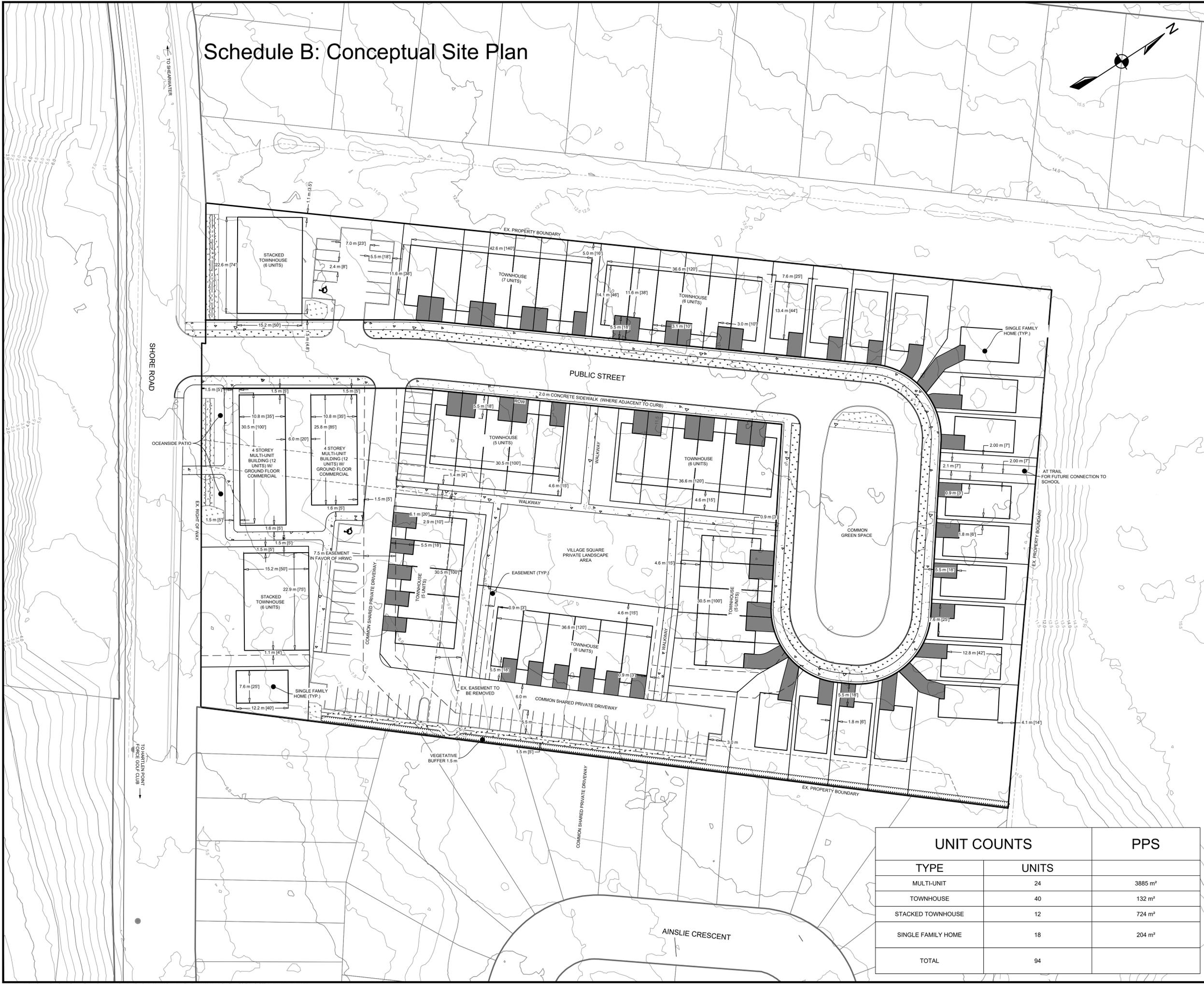
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A Commissioner of the Supreme Court  
of Nova Scotia

# Schedule B: Conceptual Site Plan



KEYPLAN 1:10000



ISSUE	DATE	DESCRIPTION	CONSULTANT
8	08-MAY-2023	REVISED LOT BOUNDARIES	
7	16-MAR-2023	REVISED AS PER HRM COMMENTS	
6	09-DEC-2022	REVISED PARCEL BOUNDARIES	
5	13-SEP-2022	REVISED DRIVEWAYS	
4	19-JUL-2022	REVISED BUILDING LAYOUT	
3	16-DEC-2021	REVISED LOT LAYOUT	
2	06-DEC-2021	REVISED AS PER HRM / HW COMMENTS	
1	28-JUN-2021	ISSUED FOR REVIEW	

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CLIENT

**BLUE OCEAN ESTATES LTD.**

PROJECT DESCRIPTION

**BLUE OCEAN ESTATES**

EASTERN PASSAGE, NOVA SCOTIA  
SHEET DESCRIPTION

**CONCEPT PLAN**

UNIT COUNTS		PPS
TYPE	UNITS	
MULTI-UNIT	24	3885 m <sup>2</sup>
TOWNHOUSE	40	132 m <sup>2</sup>
STACKED TOWNHOUSE	12	724 m <sup>2</sup>
SINGLE FAMILY HOME	18	204 m <sup>2</sup>
<b>TOTAL</b>	<b>94</b>	

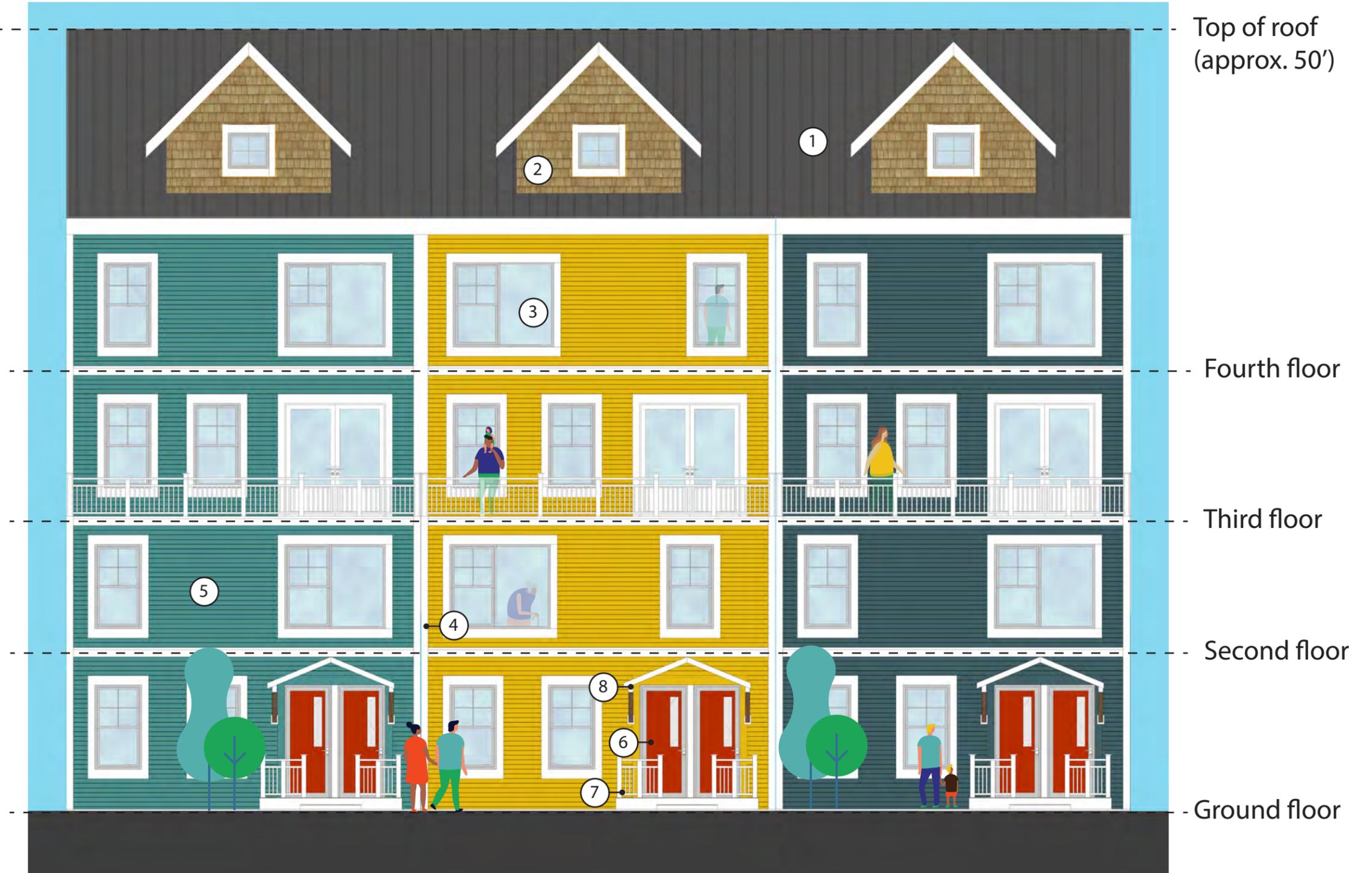
Drawn H. SAMPSON	Engineer L. KING	Project No. 21-166	Drawing No. <b>C-100</b>
Scale 1:400	Filename 21-166 Base.dwg		1 of 2

# Schedule C: Conceptual Building Elevations - Multi-Unit and Stacked Townhouses

Preliminary building elevation -  
Stacked townhouse

Blue Ocean Estates Master Plan  
1818 Shore Road, Eastern Passage, NS

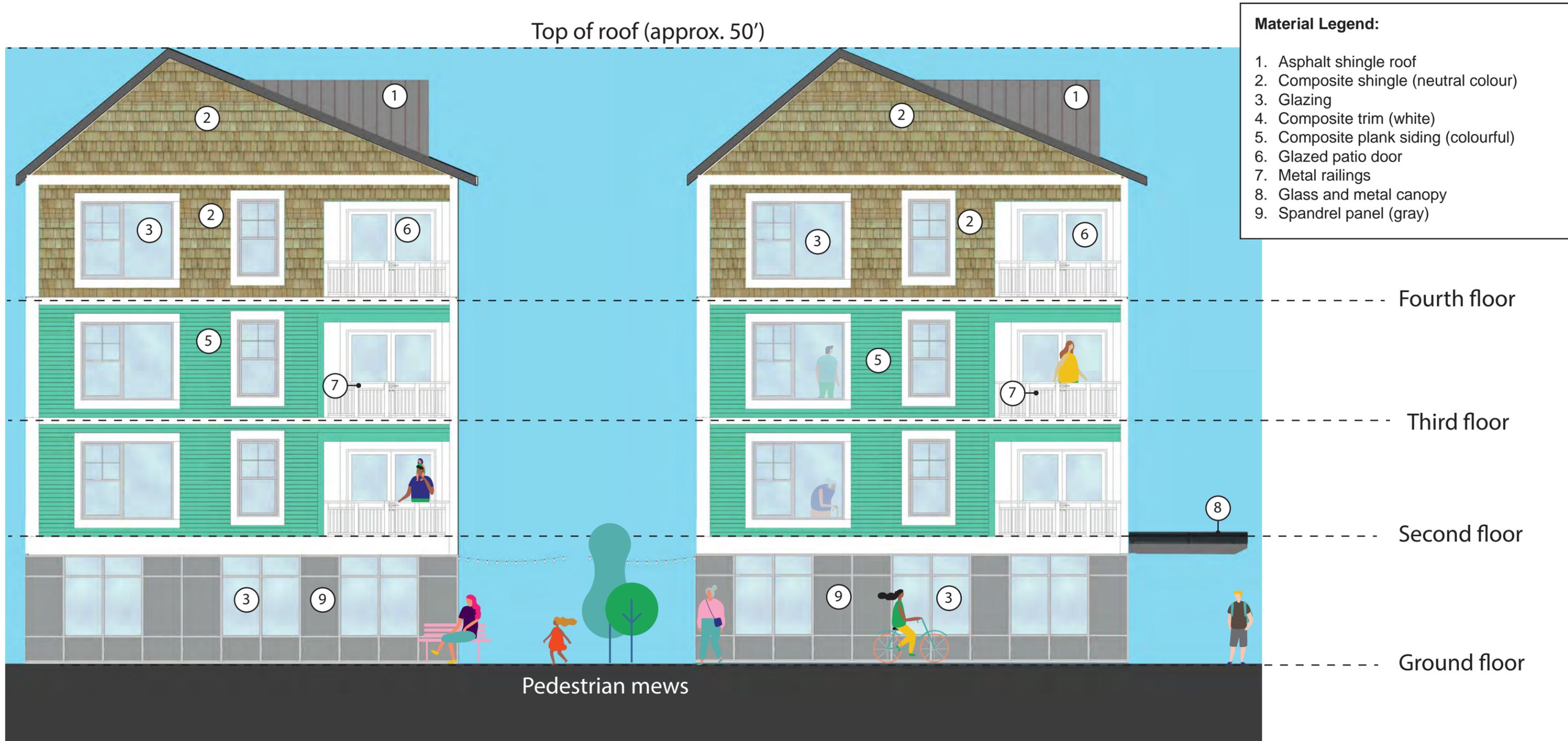
- Material Legend:**
1. Asphalt shingle roof
  2. Composite shingle (neutral colour)
  3. Glazing
  4. Composite trim (white)
  5. Composite plank siding (various colours)
  6. Steel entry door (painted)
  7. Wood railings (painted white)
  8. Wood and metal entry awning



Scale: 1/8" = 1'-0"

Preliminary building elevation -  
Mixed-use building, side elevation

Blue Ocean Estates Master Plan  
1818 Shore Road, Eastern Passage, NS



Scale: 1/8" = 1'-0"

Preliminary building elevation -  
Mixed-use apartment, Shore Road elevation

Blue Ocean Estates Master Plan  
1818 Shore Road, Eastern Passage, NS

**Material Legend:**

1. Asphalt shingle roof
2. Composite shingle (neutral)
3. Glazing
4. Composite trim (white)
5. Composite plank siding (colourful)
6. Glazed entry door
7. Metal railings
8. Glass and metal canopy
9. Spandrel panel (gray)



Scale: 1/8" = 1'-0"

**Attachment C**  
**Review of Relevant Regional MPS and Eastern Passage/ Cow Bay MPS Policies**

<b>Regional Municipal Planning Strategy</b>	
<b>Policy</b>	<b>Staff Comment</b>
<p><i>Policy G-14A</i>  <i>In considering development agreements or amendments to development agreements, or any proposed amendments to the Regional Plan, secondary planning strategies, or land use by-laws, in addition to the policies of this Plan, HRM shall consider the objectives, policies and actions of the priorities plans approved by Regional Council since 2014, including:</i></p> <p><i>(a) The Integrated Mobility Plan;</i>  <i>(b) Halifax Green Network Plan;</i>  <i>(c) HalifACT;</i>  <i>(d) Halifax’s Inclusive Economic Strategy 2022-2027; and</i>  <i>(e) any other priority plan approved by Regional Council while this policy is in effect.</i></p>	<p>Staff see no conflict between the objectives of the priority plans and this proposed development. See comments on policies E-10, T-3, and T-9 below.</p>
<p><i>Policy G-15</i>  <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> <p><i>a) that the proposal is not premature or inappropriate by reason of:</i></p> <p><i>a) the financial capability of HRM to absorb any costs relating to the development;</i>  <i>b) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i>  <i>c) 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></p>	<p>a) See comments below under Policy IM-11.  b) See comments below under Policy IM-11.  c) See comments below under Policy IM-11.  d) Policies EC-14, CH-14 and CH-16 are not applicable. See comments on policies E-10, T-3, and T-9 below.</p>

<ul style="list-style-type: none"> <li>d) <i>the adequacy of road networks leading to or within the development; and</i></li> <li>e) <i>the potential for damage to or for destruction of designated historic buildings and sites;</i></li> <li>b) <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> <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; and</i></li> <li>(v) <i>signs;</i></li> </ul> </li> <li>c) <i>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> <li>d) <i>if applicable, the requirements of policies E-10, T-3, T-9, EC-14, CH-14 and CH-16.</i></li> </ul>	
<p><i>Policy E-10</i>  <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, the proposed agreement requires a combination of hard and soft landscaping within the 'Village Square' and 'Oceanside Patio' private landscaped areas and requires visual screening along the full extent of the southeast property line. The developer will also consult with the municipality during the subdivision approval process in order to provide landscaping within the Common Green area (within the P-loop street).</p>

<p><b>Policy T-3</b>  <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 <u>not</u> located in the area of a greenway or other planned routes. However, the site is directly across Shore Road from the Green Shores project, which will rehabilitate the shoreline with natural infrastructure to support the restoration of coastal ecosystems, improve the quality of stormwater flowing to the ocean, reduce coastal erosion, and include a permeable waterfront trail which provides an opportunity to directly link the site to this proposed shoreline trail.</p> <p>The subject site also abuts HRCE property (Horizon Elementary School) and also has direct access to the HRM Eastern Passage Common, Ocean View Elementary School and Island View High School. The proposal includes an AT link between the P-loop street and the Horizon Elementary School site which also has direct street frontage on Shore Road and which may provide an additional direct link in the future.</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>  <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 and along an existing bus route (6B). The proposed development meets the intent of this policy by adding significant residential density along the Shore Road bus route.</p> <p>A bus stop pad is located directly in front of the site on Shore Road. As part of the proposed development the pad is to be maintained, replaced, or reinstated and the pole base will be replaced as part of construction so that a bus stop can be added.</p>
<b>Eastern Passage / Cow Bay Municipal Planning Strategy</b>	
<b>Policy</b>	<b>Staff Comment</b>
<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>Pursuant to a 2003 decision of the NSUARB regarding an amendment to the Heritage Hills development agreement, this policy applies to the planning area as a whole and, as well, provides guidance for individual developments. However, the preamble to this policy recognizes that housing “needs change as economic conditions and factors such as age, family size and income change.” It has been 30+ years since the plan was written, and economic conditions have changed in terms of housing costs and the urgent need to increase</p>

	<p>housing supply to meet demand. The current housing mix ratio in the plan area is estimated to be approximately 61% single-unit versus 39% other dwelling types. This ratio is expected to further reduce the percentage of single-unit dwellings over time due to Regional Council's adoption of changes to the Regional Plan and all Land Use By-laws in HRM to allow for secondary suites, backyard suites and shared housing in all residential areas. Policy UR-13 d) below allows for a housing mix that "does not detract from the general residential character of the community". Due to the fact that this policy is a "general objective" for achieving a reasonable mix, staff feel that this objective is either met by the proposal or may be assigned less weight in the overall balance of MPS objectives and policies, given the current housing situation in HRM.</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 Planning Act. In considering such agreements, Council shall have regard to the following:</i></p>	
<p>f) <i>that the maximum number of dwelling units shall not exceed twelve (12);</i></p>	<p>The maximum number of units per building, for each of the multiple-unit dwellings, is 12. Within a comprehensive development district, this policy would apply to each building or site individually.</p>
<p><b>Policy UR-13</b>  <i>It shall be the intention of Council to establish a comprehensive development district within the land use by-law which permits any residential use and the development of local commercial and community facility uses when in association with residential uses. Industrial and general commercial uses shall be prohibited. When considering an amendment to the schedules of the land use by-law to establish a comprehensive development district, Council shall regard to the following:</i></p>	
<p>a) <i>the that the proposal is within the Urban Residential Designation;</i></p>	<p>The site is within the Urban Residential Designation.</p>
<p>b) <i>that the development is capable of utilizing existing municipal sewer and water services;</i></p>	<p>The proposal has been reviewed by Halifax Water and no concerns were raised. The developer will have to confirm capacity of the water and wastewater infrastructure at the subdivision and / or permitting stages prior to development.</p>
<p>c) <i>that the development includes a minimum land area of five acres;</i></p>	<p>The development site is approximately 5.5 acres in area.</p>
<p>d) <i>that, where the development provides for a mix of housing types, it does not detract from</i></p>	<p>The development proposes a mix of single unit dwellings, townhouses, townhouse-style multiple dwellings, stacked-townhouses (2-level units) and</p>

<p><i>the general residential character of the community;</i></p>	<p>standard multiple unit dwellings. These housing types are generally found within the plan area in various architectural styles. The proposed 4-storey multiple unit buildings are one storey higher than what is typically found in the area. However, the MPS also allows for 4-storey residential buildings via development agreement in the Community Commercial Designation (policy COM-12). The proposal does not detract from the community's character and meets the intent of this policy.</p>
<p>e) <i>that adequate and useable lands for community facilities are provided; and;</i></p>	<p>The proposal includes landscaped exterior amenity areas containing a combination of hard and soft landscaping, pedestrian walkways, benches, planters and other landscape elements. Two of these will be privately owned and one will be a landscaped area within the P-loop street which will be owned by HRM. At the request of staff, the parkland dedication for the entire development will be cash-in-lieu of land as the site is adjacent to the HRM 'Eastern Passage Common' fields and there is no need for public land dedication.</p>
<p>f) <i>that the development is consistent with the general policies of this planning strategy and furthers its intent.</i></p>	<p>The development is consistent with the MPS. Refer to policies UR-15 and IM-11.</p>
<p><b>Policy UR-15</b>  <i>Pursuant to Policies UR-13 and UR-14, and as provided for by the development agreement provisions of the Planning Act, the development of any district shall only be considered by Council through an agreement which shall specify:</i></p>	
<p>a) <i>the types of land uses to be included in the development;</i></p>	<p>Proposed land uses specified in the agreement include single unit dwellings, townhouses, stacked townhouses, apartments, open space uses and commercial uses of a local nature.</p>
<p>b) <i>that general phasing of the development relative to the distribution of specific housing types or other uses;</i></p>	<p>Phasing will generally be the P-loop public street and single unit dwellings first, followed by townhouses and then the multi-unit dwellings and stacked townhouses.</p>
<p>c) <i>the distribution and function of proposed public lands;</i></p>	<p>Proposed public lands will include the fully-constructed P-loop public street with the 'Common Green' landscaped area (to be negotiated with HRM) and the AT walkway link to the HRCE lands. These lands will be constructed by the developer and then deeded to HRM.</p>
<p>d) <i>any specific land use elements which characterize the development; and</i></p>	<p>The proposed development agreement includes various requirements and specifications which must be met. See comments on policy IM-11 below.</p>

<p>e) <i>any other matter relating to the development's impact upon surrounding uses or upon the general community, as contained in Policy IM-11.</i></p>	<p>See comments on policy IM-11 below.</p>
<p><b>Policy 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 proposal meets the intent of the MPS. See comments above and below.</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>(ii) <i>the adequacy of sewer and water services;</i></p> <p>(iii) <i>the adequacy or proximity of school, recreation and other community facilities;</i></p> <p>(iv) <i>the adequacy of road networks leading or adjacent to or within the development; and</i></p> <p>(v) <i>the potential for damage to or destruction of designated historic buildings and sites.</i></p>	<p>(i) All costs associated with the proposed development will be the responsibility of the Developer.</p> <p>(ii) Refer to policy UR-13 b) above. Halifax Water reviewed the proposal and advised the Developer will have to confirm capacity of the water and wastewater infrastructure at the subdivision and/or permitting stages. No concerns were identified at this time regarding the capacity of sewer or water infrastructure. The development will conform to the latest version of the Halifax Water Design Specification and regulations.</p> <p>(iii) Refer to policy UR-13 e) above. The site is close to multiple schools, community facilities and parks in the Eastern Passage area. HRCE reviewed the proposal and had no concerns with school capacity nor the proposed connection to HRCE land.</p> <p>(iv) A Traffic Impact Statement prepared by Design Point dated December 16, 2021, as well as addendum material, has been reviewed and accepted by Development Engineering and Traffic Management.</p> <p>(v) There are no designated historic buildings or sites near the subject property.</p>
<p>c) <i>that controls are placed on the proposed development so as to reduce conflict with any</i></p>	<p>(i) There is a mix of proposed land uses, with controls placed on building height, commercial floor area, and number of units in the multis and stacked</p>

<p><i>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><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;</i></li> <li><i>(v) signs; and</i></li> <li><i>(vi) any other relevant matter of planning concern.</i></li> </ul>	<p>townhouses. The immediately adjacent residential properties are lower-density in nature and are zoned R-2 (Two Unit Dwelling). There will be adequate separation distances (20 metres) between the proposed development and surrounding lower-density residential development to the northwest, and there will be vegetative screening along the southeast side property line in common with properties on Ainslie Crescent. There is no impact on the HRCE property.</p> <ul style="list-style-type: none"> <li><i>(ii)</i> The proposed bulk, massing, building heights and coverage are controlled by provisions in the agreement and are compatible with surrounding land uses.</li> <li><i>(iii)</i> As noted above, a TIS has been reviewed and accepted by Development Engineering and Traffic Management. The P-loop street will comply with municipal requirements for new roads, as will site access and egress. Parking will be adequate, with a minimum of 1 vehicular parking space for each dwelling unit, plus parking for commercial uses and bicycle parking.</li> <li><i>(iv)</i> The development agreement does not permit open storage. All refuse and recycling materials shall be either contained within a building or suitably enclosed and screened from the street and abutting properties.</li> <li><i>(v)</i> Signs will comply with the signage requirements of the agreement and Part 5 of the Land Use By-law.</li> <li><i>(vi)</i> No other matters have been identified at this time.</li> </ul>
<p><i>d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding; and</i></p>	<p>The site is suitable for the proposed development. Part 5 of the agreement requires the submission of various environmental plans prior to any work on the site and the developer is required to comply with any related provincial regulations. No other concerns or issues have been identified.</p>
<p><i>e) within any designation, where a holding zone has been established pursuant to "Infrastructure Charges -</i></p>	<p>N/A.</p>

<p><i>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>	
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Virtual Public Information Meeting  
Case 23724

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

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Wednesday, April 20, 2022  
6 p.m.  
Virtual

**STAFF IN**

**ATTENDANCE:**

Brittney MacLean, Planner, Planner II, HRM Planning  
Maggie Holm, Principal Planner  
Tara Couvrette, Planning Controller, HRM Planning

**ALSO IN**

**ATTENDANCE:**

Houssam Elokda – Applicant, Happy Cities Lab  
Tristan Cleveland – Applicant Happy City Lab  
Emma Avery – Applicant Happy City Lab  
Mohamed Elokda – Developer with Heliopolis holding  
Becky Kent (District 3) – Councillor; Dartmouth South – Eastern Passage

**PUBLIC IN**

**ATTENDANCE:**

Approximately: 15

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**1. Call to order and Introductions – Brittney MacLean, Planner**

Case 23724: Happy City Lab has requested to rezone 1818 Shore Road to CDD (Comprehensive Development District) Zone and enter into a development agreement to allow for the development of 94 residential units with local commercial uses.

Ms. MacLean introduced herself as the Planner and Facilitator guiding Happy City Lab application through the planning process. They also introduced other staff members, and the presenter for this application. The area Councillor for District 3, Becky Kent, was also in attendance online.

**2. Presentations**

2a) Presentation by HRM Staff – Brittney MacLean

Ms. MacLean's presentation included information on the following:

- (a) the purpose of the meeting including to share information and collect public feedback about the proposal - no decisions were made at this meeting;
- (b) the role of HRM staff through the planning process;
- (c) a brief description of the application including application history, application proposal, site context, proposal, planning policies & what a development agreement is;
- (d) and status of the application.

2b) Presentation by Houssam Elokda & Tristan Cleveland – Applicant

Mr. Elokda and Mr. Cleveland presented details about Happy City Lab's proposal including project location, context plan, site plan, results of survey's they did in the community, and building plans.

### 3. Questions and Comments

Ms. MacLean welcomed attendees to ask questions to staff and the presenters and provide their feedback, including what they liked and disliked about the proposal. Attendees that were connected via Team's webcast were called upon to provide their comments and questions.

#### (1) Questions from people connected via MS Teams

Ms. Holm invited the speakers from the public, one at a time, to unmute themselves and provide their comments:

#### (i) **Mary Sharma – Eastern Passage:**

Doesn't like that it is a high-density housing project. Traffic concerns with high density housing – this will not cut down on the use of vehicles. Most people will not be taking transit from Eastern Passage. Would prefer there to be a project for single family homes here. Feel there will be water backing up because the infrastructure can't handle it. The pumping system they have can't handle an increase in residents. Will degrade the whole character and enjoyability of the community. Feels the project should be scaped.

#### (ii) **Pamela Yates – Eastern Passage:**

The Municipal Planning Strategy (MPS) for Eastern Passage / Cow Bay essentially says that the infrastructure for traffic, including roads and transit, is insufficient. This was from back in 1980, with the last substantial update in 1998, and nothing has changed since that time. With a growth rate of 48.5% in EP from 1975 – 2015 and the infrastructure remains the same which isn't sufficient. The MPS also references the problems associated with a loop road for public transit. None of the updates that were noted in the MPS have come to fruition. There were also major recommendations from council to the transit authority for improvements to public transit that have still not been done. There is a situation in Eastern Passage where somebody could not work shift work and rely on public transit to get back and forth to work. Transit in EP is not sufficient for anyone that works outside of EP because there is only 1 bus on a loop and the Woodside ferry doesn't run on the weekends. This community is not a priority to city planning. Disappointed there is not a stronger reference to deeply affordable housing and why would it be reliant on provincial funding. Doesn't feel the frontage of Shore Rd is the best place for this type of design – commercial on the bottom and housing on the top, with respect to the character of Eastern Passage. This is too large density for a small area. No mention of the environmental impact. HRM should reconsider this project with a new traffic study with all the new development going on in the area.

**Brittney MacLean** – will investigate transit concerns. Affordable housing – HRM recognizes the need for affordable housing but that happens between the provincial government and the developers not the municipality. For environmental impacts those concerns have been brought up with HRM's Engineering Department.

**Houssam Elokda** – spoke to the housing crisis and adding more units to help alleviate that issue and what they are doing to try to get affordable housing in this development. Also spoke to transit, the rapid transit plan, and the environmental issues.

**Tristan Cleveland** – stated this is not on the rapid transit plan, it is one of the 10 corridors, which is a matter of frequency, and then it enters one of the BRT corridors as it approaches Downtown Dartmouth.

#### (iii) **Tony & Brenda MacDonald:**

Asked about the Facebook responses and where the people came from. How do you know they were 100% from Eastern Passage? You mentioned about putting in a walking trail – there are 2 trails along the property now and they don't see where that is going to make much a difference.

**Houssam Elokda** – The Facebook post – there is no way to tell where those people were from. As far as the responses from the surveys – we know they were from Eastern Passage residents because they were asked to provide their postal code.

#### (iv) **Matt Mosher – Heritage Hills:**

Agrees it is time to pump some new life into this community with some affordable housing. New apartments, single family homes etc. Maybe this will put pressure on the municipality to help Eastern Passage with the transit issues. New maintenance on the trails would be beneficial. Is the Eastern Passage Commons project still underway? With climate change and storms getting bigger and worse – will this development be able to withstand that being right on the waterfront & Shore erosion? What access to renewable energy is going to be at this location in the future? Maybe residents of this

development would get kickbacks from any renewable energy options.

**Brittney MacLean** – Sea level rise – spoke the municipal bylaws and to The Canadian Geodetic Vertical Datum Numbers

**Houssam Elokda** – spoke to the green innovation in the design plan

**Becky Kent** – addressed question about the Eastern Passage Commons – it is happening and is a phased approach of approximately 5 years.

**(v) Marnie Reynolds – Eastern Passage:**

Loves the idealism of Happy Cities and hopes that some of these things comes to fruition. Concerned about Shore Rd and the construction traffic that DND is putting on Shore Rd. Concerned about Happy Cities and their collaborations with Heliopolis Holdings. Heliopolis Homes Nova Scotia Custom Home Builders reviews – only 1 (details were provided by Ms. Reynolds) and it wasn't good, and they are not accredited with the Better Business Bureau. They are also a limited liability company. Given that they don't have a great reputation who would be responsible if there are problems found with the homes that are being built or the local residents find problems with there homes due to the construction of this development? Does the city have any culpability because they approved it? It doesn't fit with Eastern Passage character or fit with a fishing village and feels it is a recipe for disaster.

**(vi) Angela Granchelli – Eastern Passage:**

Loves what has been shown and it sounds wonderful but is fearful that it will not look anything like this. No tall trees here now and it takes a long time for them to get that big and tall and the renderings show all these big, beautiful trees. Nobody really walks to the stores around here now and there are commercial spaces that is still sitting empty. This would be a lovely recreational space for the people who live here now. Feels it will be like a zoo to have that much going on in such a small space. The space is not big enough for what is being proposed and the infrastructure will not support it. Really likes the vision and it seems like you have good hearts and good ideas. How will this help the current residents. Looks more appropriate for downtown rather than in the passage. Maybe speak with Adsum about affordable housing.

**Tristan Cleveland** – spoke to the commercial space being proposed, affordable housing. Doesn't want it to feel like a gated community, want it to feel welcoming to everyone.

**Houssam Elokda** - spoke about their collaboration with non-profit's in NS

**(vii) Wayne Pitman:**

Likes the project, it's beautiful, but not for this area, it is too much for this little area. The views will be lost for the people that live here now as well as the ones deeper in this development, behind those front apartments. The apartments will be the only ones who will have any views and scenery. Traffic is terrible now and it will be worse once this is built. There are condo's (100 - 150) going in right now and that will cause issues with this development. The zoning that is in there now is fine. There are enough walkways now we don't need any more. There will be problems with sewage because there is now. One way in and one way out will be an issue. Does not support the project whatsoever.

**Brittney MacLean** – Sewage is being reviewed by Halifax Water. Will also investigate the Condo's going up on Sailors Lane – bring it to the Traffic Engineers. Also spoke to what the traffic study reviews.

**4. Closing Comments**

Ms. MacLean thanked everyone for their participation in the meeting.

**5. Adjournment**

The meeting adjourned at approximately 7:50 p.m.