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Item No. 10.1.1
Harbour East - Marine Drive Community Council
November 6, 2025
December 4, 2025

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

FROM: Erin MacIntyre, Acting Executive Director of Planning and Development

DATE: October 14, 2025

SUBJECT: **PLANAPP-2024-00294: Development Agreement for 119 Merrimac Drive, Cole Harbour**

ORIGIN

Application by Fathom Studios.

EXECUTIVE SUMMARY

This report recommends approval of a development agreement to allow for the retention of an existing legal non-conforming multiple-unit residential building and to permit the development of a new multiple-unit residential building on the lands at 119 Merrimac Drive in Cole Harbour. The proposed development consists of an existing three-storey residential building containing 41 units and a new three-storey residential building with a maximum of eight units, both with shared access from Merrimac Drive in Cole Harbour. Policies UR-10 and IM-11 of the Cole Harbour/Westphal Municipal Planning Strategy allow for the consideration of this proposal by development agreement. Staff recommend that Harbour East-Marine Drive Community Council approve the proposed development agreement.

RECOMMENDATION

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

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to allow for the retention of an existing multiple-unit dwelling and a new multiple-unit dwelling and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the 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

Fathom Studios, on behalf of the property owner, has applied to enter into a development agreement to permit the continued use of an existing multiple unit dwelling containing a maximum of 41 units and to allow for the construction of a new multiple unit dwelling with a maximum of eight units at 119 Merrimac Drive in Cole Harbour.

Subject Site	119 Merrimac Drive (PID 40145641)
Location	Lands off Merrimac Drive, east of Forest Hills Parkway
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Urban Residential (UR) under the Cole Harbour/Westphal Municipal Planning Strategy (MPS)
Zoning (Map 2)	Multiple Unit Dwelling Zone (R-4) under the Cole Harbour/Westphal Land Use By-law (LUB)
Size of Site	5,625.13 square metres (1.39 acres)
Street Frontage	Approximately 35 metres (114.8 feet)
Current Land Use(s)	Existing 41-unit multiple unit dwelling
Surrounding Use(s)	Townhouse dwelling units along the north/east side of Merrimac Drive, Single unit dwellings along the opposite side of Merrimac Drive, single unit dwellings and two-unit dwellings east along Clermont Crescent and Albany Terrace, and a nursing home to the north off on Chameau Crescent.

Proposal Details

In addition to the retention of an existing multiple unit dwelling, the applicant proposes construction of a new eight-unit multiple unit dwelling at 119 Merrimac Drive in Cole Harbour. The major aspects of the proposal are as follows:

- Retention of an existing multiple unit dwelling with a maximum of 41 units and a maximum height of 10.7 metres (35 feet);
- A new multiple unit dwelling with a maximum of eight units and a maximum height of 10.7 metres (35 feet);
- Reduction of common driveway accesses to the existing building and internal parking area from two to one;
- Private amenity space at the rate of 2 square metres (21 square feet) for each dwelling unit of the new multiple dwelling unit and a minimum of 500 square metres (5,381 square feet) of common outdoor amenity space for the entire development; and
- Allow for the potential subdivision of the lands so each building may be located on a separate lot.

Site History

The property was originally developed in 1978 as a 40-unit multiple unit building under the former Forest Hills Planned Unit Development (PUD) agreement, which established specific land use and design controls for the larger area. An additional unit was approved as a 'caretaker unit' and the authorized use of the building is now a 41-unit building.

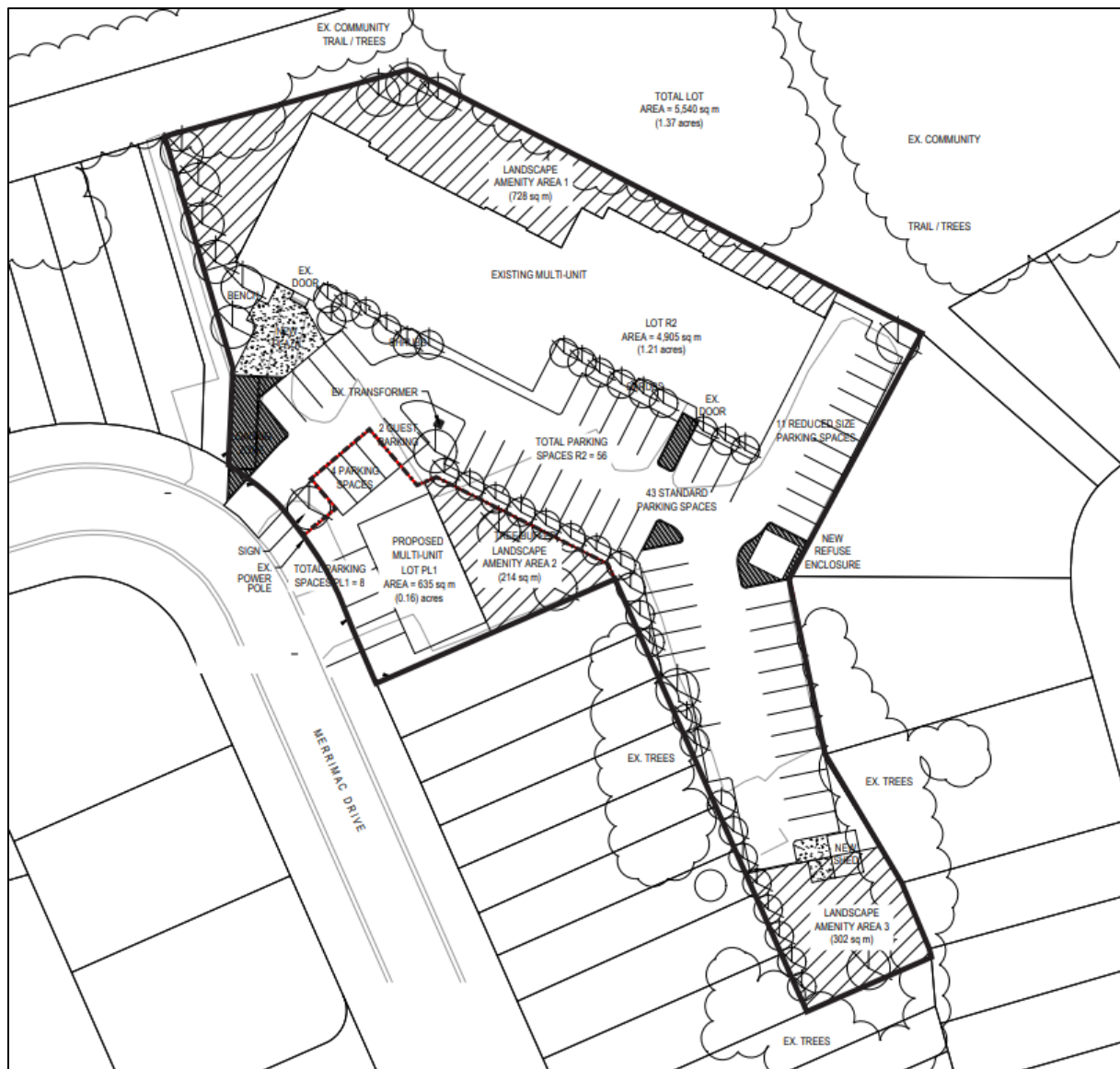
Since that time, the PUD agreement has been repealed, and the property now falls under the current land use by-law. As a result, the existing building no longer conforms to the present zoning requirements and is therefore considered a non-conforming structure, meaning it may continue to be used and maintained but cannot be expanded or altered in a way that increases its non-conformity.

Enabling Policy and LUB Context

The subject property is designated Urban Residential (UR) under the Cole Harbour/Westphal Municipal Planning Strategy (MPS) and zoned Multiple-Unit Dwelling (R-4) under the Cole Harbour/Westphal Land

Use By-Law (LUB). The R-4 zone permits new multiple unit dwellings up to a maximum of six dwelling units, existing multiple unit dwellings containing more than six dwelling units, and shared housing with 15 or fewer bedrooms. Day care facilities in conjunction with permitted dwellings and open space uses are also allowed through the as-of-right permitting process.

Policy UR-10 in the Cole Harbour/Westphal MPS enables the consideration of multiple unit dwellings over six dwelling units through the provisions of a development agreement. In considering this, several criteria must be considered including separation distances from low density developments, general compatibility with surrounding land uses, site design, access to various services, environmental controls, and traffic circulation and access to name a few.



Source: Site Plan prepared by Fathom, submitted as part of the subject application

DISCUSSION

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

Proposed Development Agreement

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

- Permitted uses;
- Building siting and height;
- Amenity space requirements;
- Parking, circulation and access; and
- Non-substantive amendments.

The attached development agreement will allow for the retention of an existing multiple unit dwelling up to a maximum of 41 units and permit a new eight-unit multiple unit dwelling, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Built Form and Compatibility

Policy UR-10(b) states that Council shall, in consideration of a development agreement, have regard for height, bulk, lot coverage and appearance of any building being compatible with adjacent land uses.

Height

The existing building and the proposed building height is similar to adjacent developments. The maximum permitted height for both buildings is 10.7 metres (35 feet), which is consistent with the maximum height permitted by the underlying R-4 zone as well as the R-1 (Single Unit Dwelling), R-2 (Two Unit Dwelling) and R-5 (Rowhouse Dwelling) zones of the adjacent and nearby lots along Merrimac Drive.

Bulk and Lot Coverage

The setbacks and lot coverage of the existing and proposed buildings are compatible with the adjacent and surrounding land uses. Minimum front setbacks of 6 metres (19.6 feet) for the proposed building and 20 metres (65.6 feet) for the existing building are in line with the respective 6.1 metres (20 feet) and 9.1 metres (30 feet) requirements found in the R-5 zone on either side of the subject lot and the R-4 underlying zone. Lot coverage maximums for the surrounding land uses are 35% for R-5 and R-1 zoned properties and up to 50% for the underlying R-4 zone. The proposed maximum lot coverage of 35% is the same as or below the adjacent and surrounding as-of-right permissions.

Site Design

Policy UR-10(c) requires consideration of site design features, including landscaping, amenity areas, parking areas and driveways are of adequate size and design to address potential impacts on adjacent development and to provide for the needs of the residents of the development.

Parking Areas and Driveways

Currently, there are two access points to the existing 41-unit building and approximately 50 parking stalls. While the existing building will remain as is, the access and parking area will be reconfigured to include surface parking for both buildings and one common access to the development. The applicant proposes 64 parking spaces on the site for both buildings, however in order to comply with the recent adoption of the Interim Planning Area Order there can be no requirements related to the minimum or maximum number of on-site parking spaces. The Agreement will only allow for parking as a use on the site. The new site layout will include one access point off Merrimac Drive to and from the internal parking area while four individual driveways/parking spots will have direct access to Merrimac Drive for the proposed new eight-unit building.

This reconfiguration will allow for consistency in parking/driveway access for the new building with existing adjacent residential units. It will also allow for a more controlled access to and from the internal parking area.

Landscaping and Amenity Areas

Under the current R-4 zoning, the required amenity area is 9.3 square metres (100 square feet) per unit. In this case, that would result in a total of just over 455 square metres (~4,900 square feet) of amenity area. The development agreement requires a minimum of 500 square metres (5,382 square feet) of common outdoor amenity area which will be landscaped according to Schedule B (Site Plan) of the proposed development agreement.

Priorities Plans

In accordance with Policy G-14A of the Halifax Regional Plan, staff considered 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 in making its recommendation to Council. In this case, the following policy was identified to be most relevant to this application, and as such, was used to inform the recommendation within this report:

- 1) Increasing housing stock to accommodate the growing population in Halifax (Strategic Objective 1.6 Halifax's Inclusive Economic Strategy 2022-2027).

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The proposed development agreement sets out the building requirements for both buildings with respect to height, setbacks, lot coverage and design to ensure integration and compatibility of the development with the existing neighbourhood context. The proposed development agreement includes both the existing and proposed multiple unit buildings with a maximum of 49 units between the two buildings. The existing building has existed for several years therefore the maximum net increase of units is eight, which represents an acceptable level of intensification of the subject site. Therefore, for the reasons outlined in this report staff recommend that the Harbour East-Marine Drive Community Council approve the proposed development agreement.

FINANCIAL 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 2025-2026 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. Regulatory and Appeals Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and the Public Participation Administrative Order (2023-002-ADM). The level of community

engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area of 80 metres (262 feet). A total of 137 letters were mailed to property owners and tenants within the notification area (Map 2). The HRM website received a total of 233 unique page views over the course of the application, with an average time on page of 30 seconds. Staff received one response from the public who raised concerns about potential drainage and flooding into their neighbouring backyard. Stormwater management will be reviewed in further detail as part of the permitting process.

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

ENVIRONMENTAL IMPLICATIONS

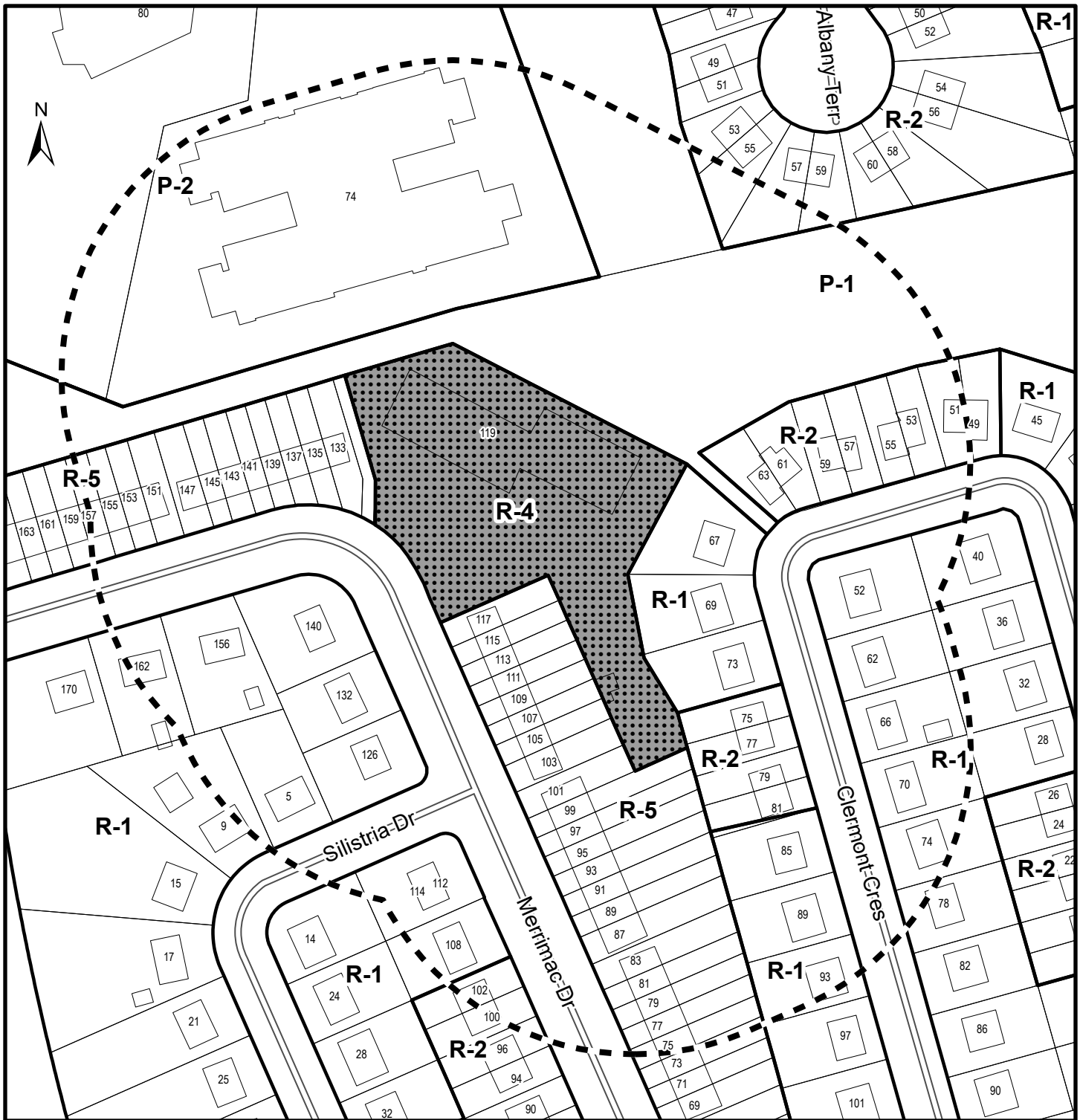
No additional concerns were identified beyond those raised in this report.

ALTERNATIVES

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

ATTACHMENTS

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



Map 2 - Zoning and Notification Area

119 Merrimac Dr,
Cole Harbour

-  Subject Property
-  Area of Notification

Zone	
R-1	Single Unit Dwelling
R-2	Two Unit Dwelling
R-4	Multiple Unit Dwelling
R-5	Rowhouse Dwelling
P-1	Open Space
P-2	Community Facility

CHW

HALIFAX

0 40 m

Cole Harbour/Westphal
Land Use By-Law

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

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

ATTACHMENT A: Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 20____,

BETWEEN:

119 MERRIMAC DRIVE LIMITED,
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 119 Merrimac Drive, Cole Harbour 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 an existing multi-unit residential building and development of a new 8-unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR-10 and IM-11 of the Cole Harbour/Westphal Municipal Planning Strategy and Section 3.6(b) of the Cole Harbour/Westphal Land Use By-law;

AND WHEREAS the Harbour East – Marine Drive Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as PLANAPP-2024-00294;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the *Halifax Regional Municipality Charter* on the whole site as shown on Schedule B.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

- 1.5.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

- 1.6.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

1.7 Lands

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

- 2.1.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

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

- (a) **Soft Landscaping:** means covered by water-permeable material or vegetation, such as trees, hedges, shrubs, flowers, grass, mulch, fruit and vegetable plants, sod, planter boxes, or another vegetative groundcover. A water feature, excluding a swimming pool, hot tub, or a water fountain, and a permeable vegetated grid system are considered soft landscaping.
- (b) **Lot R2:** means the proposed lot that contains the existing 41-unit multiple unit dwelling.
- (c) **Lot PL1:** means the proposed lot for the proposed 8-unit multiple unit dwelling.

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 PLANAPP 2024-00294:

Schedule A	Legal Description of the Land(s)
Schedule B	Site Plan

3.2 Requirements Prior to Approval

- 3.2.1 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) Obtain a Grade Alteration Permit as per By-law G-200, concerning Grade Alteration and Stormwater Management related to Land Development, including any amendments;
 - (b) Submit and obtain approval of a stormwater management plan that meets the standards of Administrative Order 2020-010-OP Respecting Stormwater Management Standards for Development Activities and complies with the requirements set out in Section 5.2; and
 - (c) Submit a servicing schematic that includes dimensions for driveways (existing to remain in use, proposed, and redundant that will be closed); municipal services such as bus stop locations within close proximity of the proposed development; access and servicing; and total street frontage dimensions.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) A final landscaping plan in accordance with Section 3.10 of this Agreement; and

- (b) Written confirmation from a Structural Engineer that all landscape areas designed to be installed upon any portion on any rooftop level of the building is able to support any required drainage or additional weight caused by the landscaped area.
- 3.2.3 Prior to the issuance of the first Occupancy Permit for the buildings, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Written confirmation from a Landscape Architect which the Development Officer may accept as sufficient record of compliance with Section 3.10 of this Agreement; and
 - (b) Written confirmation from a qualified professional which the Development Officer, in consultation with the Development Engineer, may accept as sufficient record of compliance with Section 5.1 and Section 5.2 of this Agreement.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) The 41-unit multiple unit dwelling that exists on the property on the effective date of the Agreement as shown on Schedule B ("Existing Multiple Unit Dwelling");
 - (b) Multiple unit dwelling to a maximum of 8 units ("8-unit Multiple Unit Dwelling"); and
 - (c) Accessory uses and structures, pursuant to the Land Use By-law, as amended from time to time.
- 3.3.2 Secondary suites and backyard suites shall not be permitted.
- 3.3.3 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Cole Harbour/Westphal Land Use By-Law, as amended from time to time.

3.4 Building Siting

- 3.4.1 Development shall be sited as generally illustrated on Schedule B.
- 3.4.2 The siting, bulk and scale shall comply with the following:

- (a) If the Lands are subdivided into two lots as generally shown on Schedule B:

	Max. Lot Coverage	Min. Front Lot Line Setback	Min. Rear Lot Line Setback	Min. Any other Lot Line Setback	Max. Height
Lot R2	35%	20.0 meters (65.6 feet)	2.0 meters (6.6 feet)	2.0 meters (6.6 feet)	10.7 meters (35 feet)
Lot PL1	35%	6.0 meters (19.6 feet)	2.0 meters (6.6 feet)	1.5 meters (4.9 feet)	10.7 meters (35 feet)

(b) If the Lands are maintained as a single lot:

	Max. Lot Coverage	Min. Front Lot Line Setback	Min. Rear Lot Line Setback	Min. Any other Lot Line Setback	Max. Height
2 Main Buildings	35%	6.0 meters (19.6 feet)	2.0 meters (6.6 feet)	1.5 meters (4.9 feet)	10.7 meters (35 feet)

(c) where setbacks of less than 3.0 meters (6.6 feet) are permitted for the 8-unit Multiple Unit Dwelling on the potential lot PL1, they are subject to a detailed review by the Development Officer to ensure compliance with all relevant building codes and applicable by-laws. Any excavation, construction or landscaping shall be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.

3.5 Amenity Space

- 3.5.1 A minimum of 2 square meters (21.5 square feet) of private amenity area per unit shall be provided for the 8-unit Multiple Unit Dwelling. Where provided, private amenity areas shall have a minimum depth of 1.8 meters (5.9 feet) and balconies shall be permitted to be included in the provided private amenity area.
- 3.5.2 A minimum of 500 square meters (5,381.9 square feet) of outdoor common amenity area shall be provided for use by all residents of the Existing Multiple Unit Dwelling and 8-unit Multiple Unit Dwelling. Locations of the common amenity area shall be sited as generally shown on Schedule B.

3.6 Architectural Requirements

- 3.6.1 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design for the 8-unit Multiple Unit Dwelling. Where appropriate these elements shall be painted to match the colour of the adjacent surface.
- 3.6.2 The 8-unit Multiple Unit Dwelling shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Merrimac Drive or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.6.3 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view for the 8-unit Multiple Unit Dwelling.

3.7 Subdivision of the Lands

- 3.7.1 The lands shall be permitted to be subdivided in accordance with the requirements of the Regional Subdivision By-law and Cole Harbour/Westphal Land Use By-law and shall generally conform with Schedule B and this Agreement.
- 3.7.2 A maximum of two main buildings shall be permitted on the Lands if maintained as a single lot.

3.8 Parking, Circulation and Access

- 3.8.1 Any surface parking on the Lands shall be sited as generally shown on Schedule B.

- 3.8.2 Any parking area shall be hard surfaced, and the limits of the parking area shall be defined by fencing or landscaping or curb.

3.9 Outdoor Lighting

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

3.10 Landscaping

- 3.10.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).
- 3.10.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.10.3 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.
- 3.10.4 Notwithstanding Section 3.10.3, 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.
- 3.10.5 All undeveloped areas of the lands that are not being used for the common shared private driveway, sidewalks, and individual driveways shall be covered by soft landscaping.

3.11 Maintenance

- 3.11.1 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.
- 3.11.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.12 Signs

- 3.12.1 The sign requirements shall be accordance with the Cole Harbour/Westphal Land Use By-Law as amended from time to time.

3.12.2 Signs shall only be externally illuminated.

3.13 Temporary Construction Building

3.13.1 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.

3.14 Screening

3.14.1 Refuse containers located outside the Existing Multiple Unit Dwelling and the 8-unit Multiple Unit Dwelling shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

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

3.14.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from the Merrimac Drive or incorporated into the architectural treatments and roof structure.

3.15 Reinstatement

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

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 Solid Waste Facilities

4.3.1 The 8-unit Multiple Unit Dwelling shall be designed in accordance with By-law S-600 as amended from time to time. This designated space shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

4.3.2 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.

- 4.3.3 All refuse and recycling materials shall be contained within the 8-unit Multiple Unit Dwelling, 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, 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;
 - (b) Demonstrate that any proposed grade alterations will not increase the risk of flood to adjacent, downstream, upstream properties or assets; and
 - (c) Demonstrate that any grading within the public right-of-way (including, but not limited to, streets, sidewalks, boulevards, and driveways) meet the HRM specifications as set out in the Municipal Design Guidelines.

5.3 Sulphide Bearing Materials

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:
- (a) Changes to the Parking, Circulation and Access as detailed in Section 3.8 and/or Schedule B of this Agreement;
 - (b) Changes to landscaping or common amenity areas as detailed in Sections 3.5 and 3.10 and/or Schedule B of this Agreement;
 - (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
 - (d) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

- 7.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer for the Municipality.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the 8-unit Multiple Unit Dwelling.
- 7.3.3 For the purpose of this section, the Municipality may consider granting an extension of the commencement of development time period through a non-substantive amendment 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, the Municipality may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By law, as may be amended from time to time.
- 7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit for the 8-unit Multiple Unit Dwelling.
- 7.4.3 In the event that development on the Lands has not been completed within eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after eight (8) years from the date of execution of this Agreement, the Municipality may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer sixty (60) days written notice of the failure or default, then in each such case:

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

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

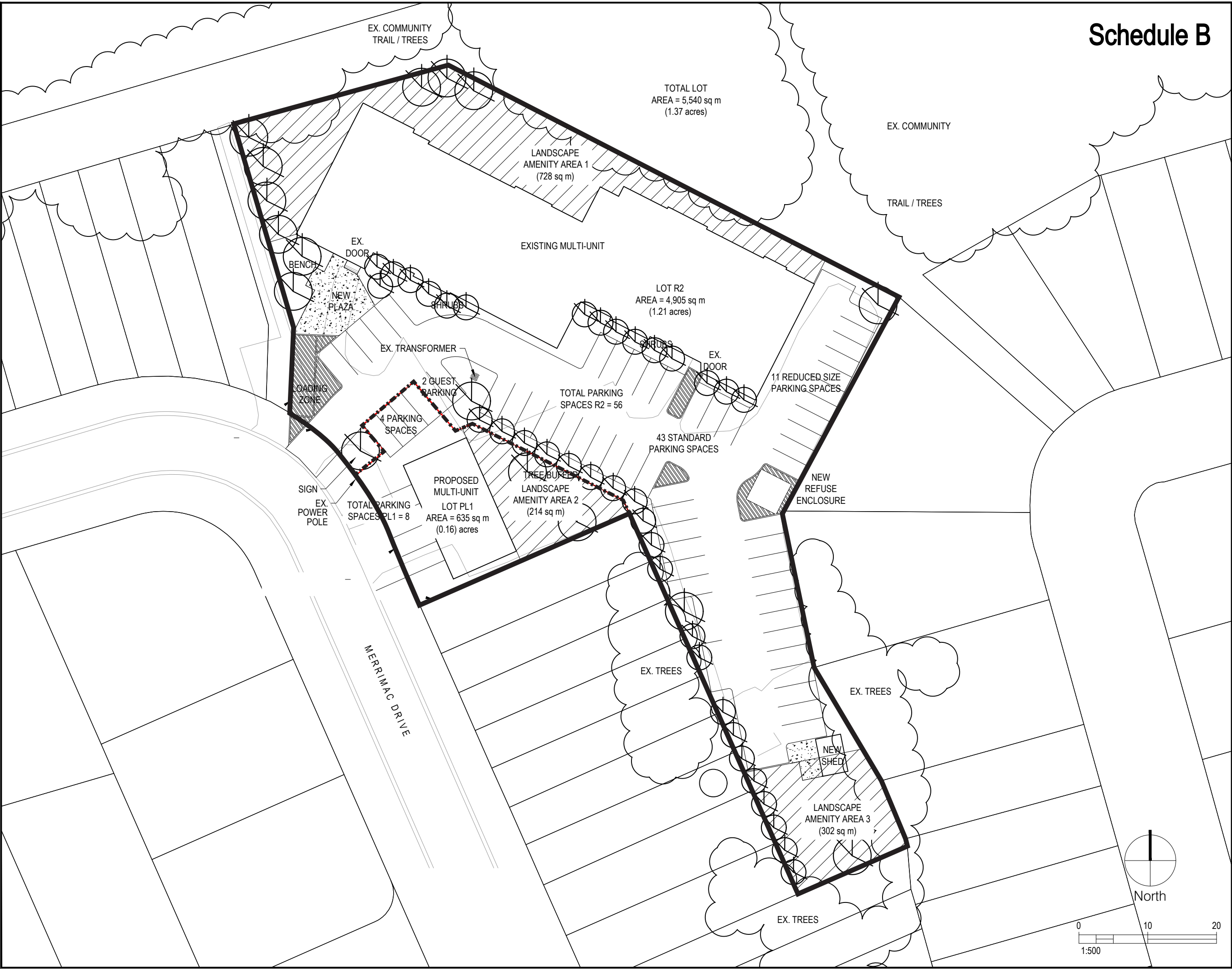
On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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 Andy Fillmore, Mayor and Iain MacLean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia



Schedule B

Fathom

Fathom Studio
fathomstudio.ca
40 King St
Dartmouth, NS
B2Y 2R4

Client
TWIN CITY MANAGEMENT

19 PETTIPAS DRIVE, UNIT A
DARTMOUTH, NS, B3B 1K1

Seal

ISSUED FOR APPROVAL

Revisions	
NO.	DATE

Project
119 MERRIMAC DRIVE
COLE HARBOUR, NS

Drawing Name
SITE PLAN SCHEDULE

DATE: JULY 24, 2025

Scale
1:500
Project number
23-059

Drawn By
RTL/DJH
Checked
RTL
Approved
RTL

Drawing Number

SPS

ATTACHMENT B: Review of Relevant MPS Policies

Cole Harbour/Westphal Municipal Planning Strategy	
URBAN RESIDENTIAL DESIGNATION Multiple Unit Dwellings	
Policy	Staff Comments
Policy UR-10 <i>Notwithstanding Policies UR-2 and UR-9, within the Urban Residential Designation, it shall be the intention of Council to consider multiple unit dwellings over six (6) dwelling units, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:</i>	
<i>(a) the adequacy of separation distances from low density residential developments;</i>	The proposed new building will be of a similar built form to adjacent residential developments and will be adequately separated from lower density developments. The setbacks for the existing and proposed buildings compatible with the adjacent and surrounding land uses. The existing building is not proposed to be moved or altered as part of this application.
<i>(b) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i>	The proposed new building is similar in height, bulk, scale to adjacent land uses and regulated through the development agreement. The site layout including both the existing building and the proposed building provides compatibility with the adjacent land uses. The maximum height, lot coverage and setbacks are similar and compatible with adjacent development and comparable zoning. The development style of the new building will be townhouse style multiple unit dwelling which is also compatible with the adjacent townhouse uses.
<i>(c) that site design features, including landscaping, amenity areas, parking areas and driveways, are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of residents of the development;</i>	The development agreement allows for surface parking as shown on the schedules. . Approximately 50 spaces presently exist for the 41-unit existing building. This amount of parking is fully utilized by existing tenants. While the applicant proposed 64 parking spaces, recent compliance with the Interim Planning Area Order for the Halifax Regional Municipality means there can be no required minimum or maximum parking spaces. .The number of common driveways to the existing

	building is being reduced from two to one while an additional four driveways/parking stalls for four of the proposed new units will be able to be accessed directly from the Merrimac Drive as shown on the development agreement schedule and similar to adjacent driveways. The amount of landscaped common area as shown on the schedule is higher than would be required within a similar zone for multiple unit dwellings.
<i>(d) preference for a site in close proximity to community facilities such as schools, recreation areas and transit routes;</i>	The site is within acceptable distances of facilities and services: - 1-2km radius to several schools; - less than 1km away from significant recreational and leisure facilities and trails; - 6 bus routes within walking distance; and - walkable distance from local commercial uses for grocery, medical, and other needs
<i>(e) that municipal central services are available and capable of supporting the development;</i>	Central services are available, and Halifax Water did not identify any servicing concerns for this property.
<i>(f) that appropriate controls are established to address environmental concerns, including stormwater controls;</i>	Appropriate controls are included in the development agreement. Issuance of permits will be dependent on meeting stormwater requirements.
<i>(g) that the development has direct access to a minor or major collector as defined on Map 3 – Transportation;</i>	The development has direct access to a minor collector as defined on Map 3 – Transportation.
<i>(h) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;</i>	The site currently has two driveways. This application proposes to reduce the access to the existing multiple-unit residential building to one driveway and will allow parking for four of the eight proposed new units to be directly from the street. This is like parking conditions in the adjacent townhouse developments. It was confirmed with Development Engineering that a Traffic Impact Statement or Study (TIS) was not required for this infill development.
<i>(i) general maintenance of the development;</i>	The development agreement requires the Developer to keep all parts of the development on the property in good condition.

<i>(j) the effect of the development on the overall housing mixture within the community; and</i>	The existing and proposed multiple-unit residential buildings will contribute to the variety in housing mixture available within the community.
<i>(k) the provisions of Policy IM-11.</i>	See below
IMPLEMENTATION	
Policy IM-11 <i>In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, Cole Harbour/Westphal Community Council shall have regard to the following matters:</i>	
<i>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;</i>	The intent of this plan is to provide consideration for multiple-unit residential buildings through the provisions of a development agreement. The proposal is generally in conformity with the intent of the MPS and other by-laws and regulations.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	Costs to the Municipality are not expected.
<i>(ii) the adequacy of sewer and water services;</i>	No concerns with service adequacy have been identified by Halifax Water.
<i>(iii) the adequacy or proximity of school, recreation and other community facilities;</i>	No concerns have been identified.
<i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i>	See UR-10(h) above.
<i>(v) the potential for damage to or destruction of designated historic buildings and sites.</i>	No designated historic building or sites have been identified within proximity of this site.
<i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
<i>(i) type of use;</i>	Existing and proposed use is compatible with adjacent and nearby uses and will be regulated through the development agreement.

<i>(ii) height, bulk and lot coverage of any proposed building;</i>	Height, setbacks and lot coverage similar with the adjacent, surrounding and current zone regulations. See UR-10(b) above.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	The application proposes the reduction of access to one shared driveway for the development while allowing for direct access to four of the eight proposed new units from Merrimac Drive. While the applicant proposed 64 parking spaces, recent compliance with the Interim Planning Area Order for the Halifax Regional Municipality means there can be no required minimum or maximum parking spaces.
<i>(iv) open storage;</i>	Screening of refuse storage is addressed within the development agreement.
<i>(v) signs; and</i>	Signage is not currently proposed for the development. Future signage will be regulated through the provisions of the Land Use By-law, as amended from time to time.
<i>(vi) any other relevant matter of planning concern.</i>	No additional matters have been identified at this time.
<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>	No concerns have been identified at this time. No watercourses, potable water supplies, marshes or bogs have been identified on the site.
<i>(e) any other relevant matter of planning concern.</i>	No additional matters have been identified at this time.
<i>(f) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges – Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-Law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of the MPS.</i>	Not applicable.
Policy IM-16 <i>Where uses exist which would be non-conforming with respect to the <u>Planning Act</u>, and which are unlikely to become conforming</i>	The property was originally developed under a former Planned Unit Development (PUD) agreement, which established specific land use and design controls for the site. Since that

<i>and further, where such uses do not interfere with adjacent uses, such uses may be zoned to permit the existing use of the property.</i>	time, the PUD has been repealed, and the property now falls under the current land use by-law. As a result, the existing building no longer conforms to the present zoning requirements and is therefore considered a non-conforming structure, meaning it may continue to be used and maintained but cannot be expanded or altered in a way that increases its non-conformity. The existing building will be included as a permitted use in the development agreement. This building will be permitted to continue to exist as 
Halifax Regional Municipal Planning Strategy (Regional Plan)	
CHAPTER 3: SETTLEMENT AND HOUSING 3.2 Land Use Designations	
3.3 PLANNING AND DESIGN FOR GROWTH CENTRES <i>Tables 3-1 and 3-2 outline the types of centres intended for the Urban Settlement and Rural Commuter Designations respectively and the associated design characteristics which are to be supported when preparing secondary planning strategies. Table 3-3 lists other Rural Centres which are no longer targeted for growth, but will continue to be recognized for their role in the rural settlement pattern. Directives for preparing a secondary planning strategy for the Regional Centre are found under Chapter 6.</i> Table 3-1: Future Characteristics of Urban Settlement Growth Centres Map 1: Settlement and Transportation <i>This property falls within the Cole Harbour Urban Local Growth Centre identified on Map 1. Table 3-1 of the Regional Plan lists intended future characteristics of Urban Settlement Growth Centres. Characteristics intended for the Cole Harbour centre which are applicable to this request include:</i> <i>Mix of low, medium and high density residential, small office, small institutional and convenience commercial uses</i>	Cole Harbour Urban Local Growth Centre The proposal is reasonably consistent with the Regional Plan Growth Centre intentions of the Cole Harbour Urban Local Growth Centre. The proposal contributes to the desired mix by providing medium density options in an established neighbourhood. The site is situated in close proximity to sidewalks, walkways, trails and active transportation multi-use pathways. The proposed development also has adequate access to transit routes for local trips as well as connecting to transit hubs for travel to other areas within HRM, including the Regional Centre. The majority of parking is provided off street and in rear yards or between buildings. The site also has access to a variety of grocery and commercial uses.

• <i>In established residential neighbourhoods, low to medium density residential uses</i> • <i>Transit to connect to other centres and Regional Centre</i> • <i>Street, or rear yard parking wherever possible</i> • <i>Access to AT (Active Transportation) routes</i> • <i>Interconnected private and public open space</i> • <i>Short interconnected blocks for ease of walkability</i> • <i>Provisions for food security</i>	
9.6A PRIORITIES PLANS	
<i>Since the adoption of this Plan in 2014, Regional Council has approved several priority plans including the Integrated Mobility Plan, Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. The second review of this Plan began in 2020 and is expected to be readopted by Regional Council in 2023. The review will revise the policies of this Plan to ensure they are consistent with the priorities plans as approved. In the interim, this Plan supports the priorities plans which are actively used by staff to guide ongoing work.</i>	
G-14A <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> <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>	The proposed development aligns with the various priority plans as per the following: - integrating climate change implications into land use planning policies and process by reducing sprawl and efficiently using transportation systems (Action 23 HalifACT); and - increasing housing stock to accommodate the growing population in Halifax (Strategic Objective 1.6 Halifax's Inclusive Economic Strategy 2022-2027).