



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

**Item No. 10.1.1**  
**Harbour East - Marine Drive Community Council**  
**April 7, 2016**  
**May 19, 2016**

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

**SUBMITTED BY:** **Original Signed**

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Bob Bjerke, Chief Planner & Director, Planning and Development

**DATE:** February 16, 2016

**SUBJECT:** **Case 19536: Development Agreement to expand an existing industrial use at 422 & 424 Caldwell Road, Cole Harbour**

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**ORIGIN**

Application by Metro Premier Properties Inc.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

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

1. Give Notice of Motion to consider the proposed Development Agreement, as contained in Attachment A of this report, to permit an expansion to an existing industrial use at 422 & 424 Caldwell Road, Cole Harbour, and schedule a public hearing.
2. Approve the proposed Development Agreement, which shall be of substantially the same form as set out in Attachment A of this report; and
3. Require the Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval

by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Metro Premier Properties Inc. has applied for a development agreement to enable an expansion to the existing industrial use at 422 & 424 Caldwell Road, Cole Harbour. The existing industrial use is a general contracting business. The proposal is to construct a new two storey building with a footprint of 279 square metres (3,000 square feet) to store industrial tools and to accommodate office space. Community Council may consider expansion to existing industrial uses in the Cole Harbour area by development agreement.

### **Location, Subject Property, Designation and Zoning**

<b>Location</b>	422 & 424 Caldwell Road (PID 41374380)
<b>Subject Property</b>	Approximately 2,470 square metres in area (26,588 square feet) with approximately 14 metres (47 feet) of frontage on Caldwell Road
<b>Designation</b>	Urban Residential (UR) under the Cole Harbour/Westphal Municipal Planning Strategy (MPS) (Map 1) and Urban Settlement (US) under the Regional Plan
<b>Zoning</b>	R-1 (Single Unit Dwelling) Zone under the Cole Harbour/Westphal Land Use By-law (LUB) (Map 2)
<b>Current Use(s)</b>	A single unit dwelling and a 2 storey building used for a general contracting and property management business (an existing industrial use)
<b>Surrounding Land Uses</b>	The surrounding lands are R-1 (Single Unit Dwelling) zoned properties that are predominantly developed with single unit dwellings

### **Proposal**

The subject property currently contains a single unit dwelling and a two storey building with a footprint of approximately 151 square metres (1,625 square feet) used for a general contracting and property management business (an existing industrial use). Currently, the applicant breaks down and stores recycled light fixtures in an open area on the east corner of the subject property. Construction equipment and materials such as ladders, staging, lumber and siding is also stored outside on the east corner of the property. The proposal is to construct an additional building that will allow this activity to occur inside a building. The proposed building is 18.3 metres (60 feet) deep by 15.2 metres (50 feet) wide for a total of approximately 278 square metres (2,994 square feet) in area and is to be 9.14 metres (30 feet) in height to accommodate interior storage and office space. The proposed building is located on the east side of the subject property and setback a minimum of 6.096 metres (20 feet) from the east property line and a minimum of 4.57 metres (15 feet) from the south property line (Attachment A and Schedule B)

### **Enabling Policy**

The proposal is being considered under Policy U-20 of the Cole Harbour/Westphal MPS. Policy UR-20 provides for the continuation of certain light industrial uses, and expansion to such uses, which are identified on Appendix B of the Cole Harbour/Westphal LUB by development agreement. The subject property is listed on Appendix B of the LUB<sup>1</sup>, and has contained a light industrial use since prior to 1992 and therefore can be considered for expansion by development agreement.

## **DISCUSSION**

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

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<sup>1</sup> Listed on Appendix B as Tartan Drywall Limited – Caldwell Road – LRIS Index Number 403634

relation to the relevant MPS policies. The following outlines matters which have been identified for a more detailed discussion:

*Land Use Compatibility and Buffering*

The subject property has existed as a light industrial use since prior to 1992 when it was recognized by the LUB as an existing industrial use rather than non-conforming use. The subject property is, however, surrounded by single unit dwellings. Land use compatibility is a concern and mitigating measures need to be taken if expansion of the industrial use is to be considered. Therefore, to minimize the impact on the adjacent residential properties, the following measures have been taken and included as provisions of the proposed development agreement.

- (a) *Building Placement and Size:* A minimum 4.57 metres (15 feet) setback along the south property line and a minimum of 6.1 metres (20 feet) setback from the east property line will be required for the proposed building. These requirements are put in place to ensure the proposed building placement is setback appropriately from the neighbouring residential properties.
- (b) *Fencing:* The Developer will be providing a 1.83 m (6 ft.) high wooden opaque fence along the entire east and north property lines to help buffer between the existing residential properties on adjacent properties.
- (c) *Landscaping:* The applicant has also proposed new landscaping on the east property line with trees and the retention of existing trees along the west side of the driveway as per Schedule B of the proposed development agreement.

*Traffic Impact (Access and Egress)*

There are no proposed changes to existing driveways on the site. As there is no associated retail component proposed, there is not expected to be an impact on traffic generation as result of the development. A Traffic Impact Statement was not required.

*Conclusion*

The proposed development agreement is consistent with the policies of the MPS. Therefore, staff recommends that Community Council approve the proposed development agreement as contained in Attachment A.

**FINANCIAL IMPLICATIONS**

There are no financial implications. The property owner will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

**COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was information sharing, achieved through a public information meeting that was held on March 26, 2015. The public information meeting minutes are included within Attachment C.

A public hearing must be held by Harbour East - Marine Drive Community Council before they can consider approval of the Development Agreement. Should Harbour East - Marine Drive Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will continue to be notified as shown on Map 2. The HRM website will also be updated to indicate notice of the public hearing.

### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all applicable environmental policies contained in the Cole Harbour/ Westphal MPS. No additional items have been identified.

### **ALTERNATIVES**

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

### **ATTACHMENTS**

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Attachment A	Proposed Development Agreement
Attachment B	Review of Relevant Policies from Cole Harbour/ Westphal Municipal Planning Strategy
Attachment C	Public Information Meeting Minutes – March 26, 2015.

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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Stephanie A. Norman, Planner, 902-490-4843

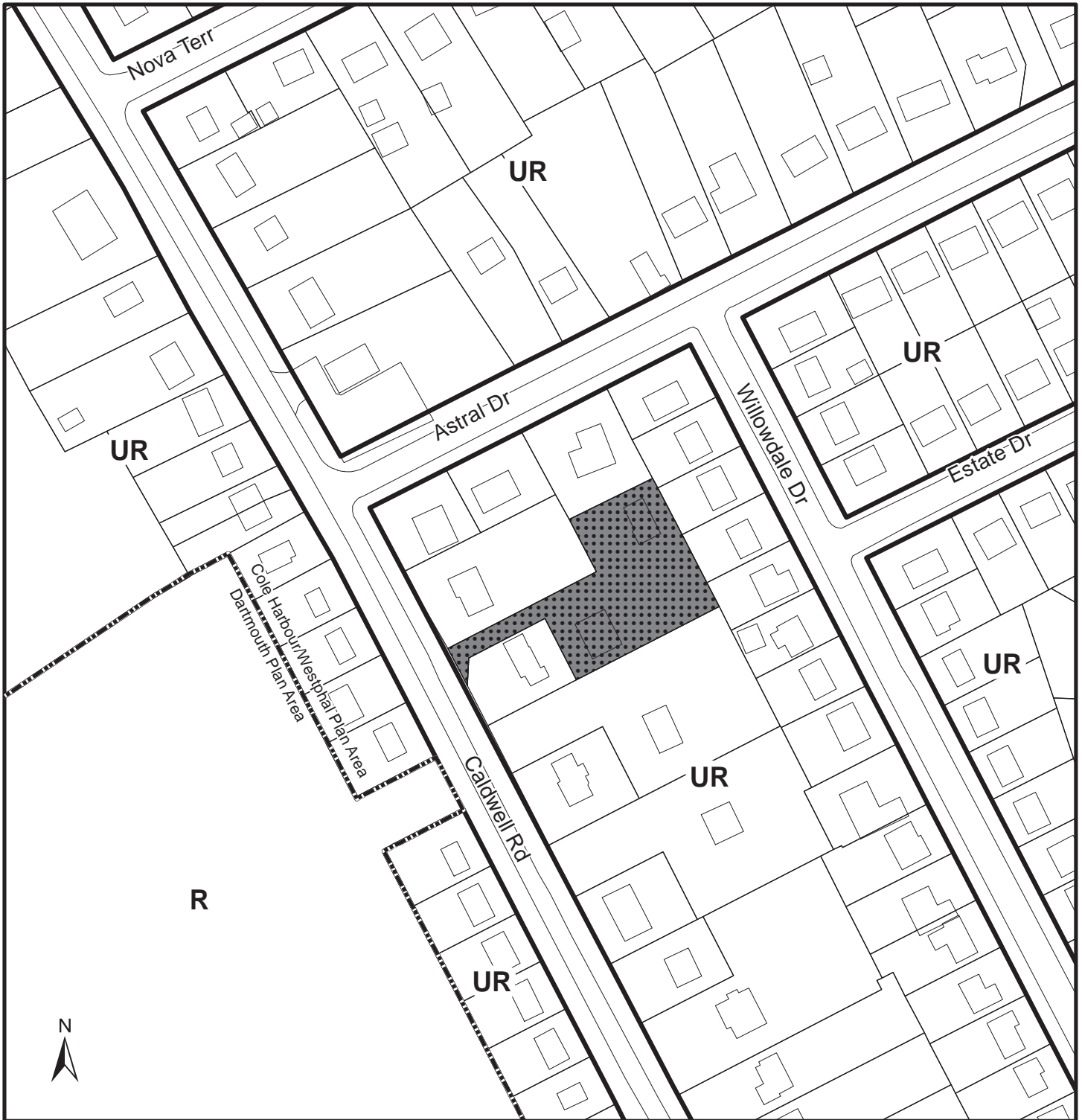
### **Original Signed**

Report Approved by: 

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 Kelly Denty, Manager of Development Approvals, 902-490-4800

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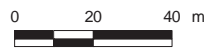
**Map 1 - Generalized Future Land Use**

**HALIFAX**

424 Caldwell Road,  
Cole Harbour

 Area of Proposed  
Development Agreement

**Designation**



Cole Harbour/  
Westphal

UR Urban Residential

Cole Harbour/Westphal  
Plan Area

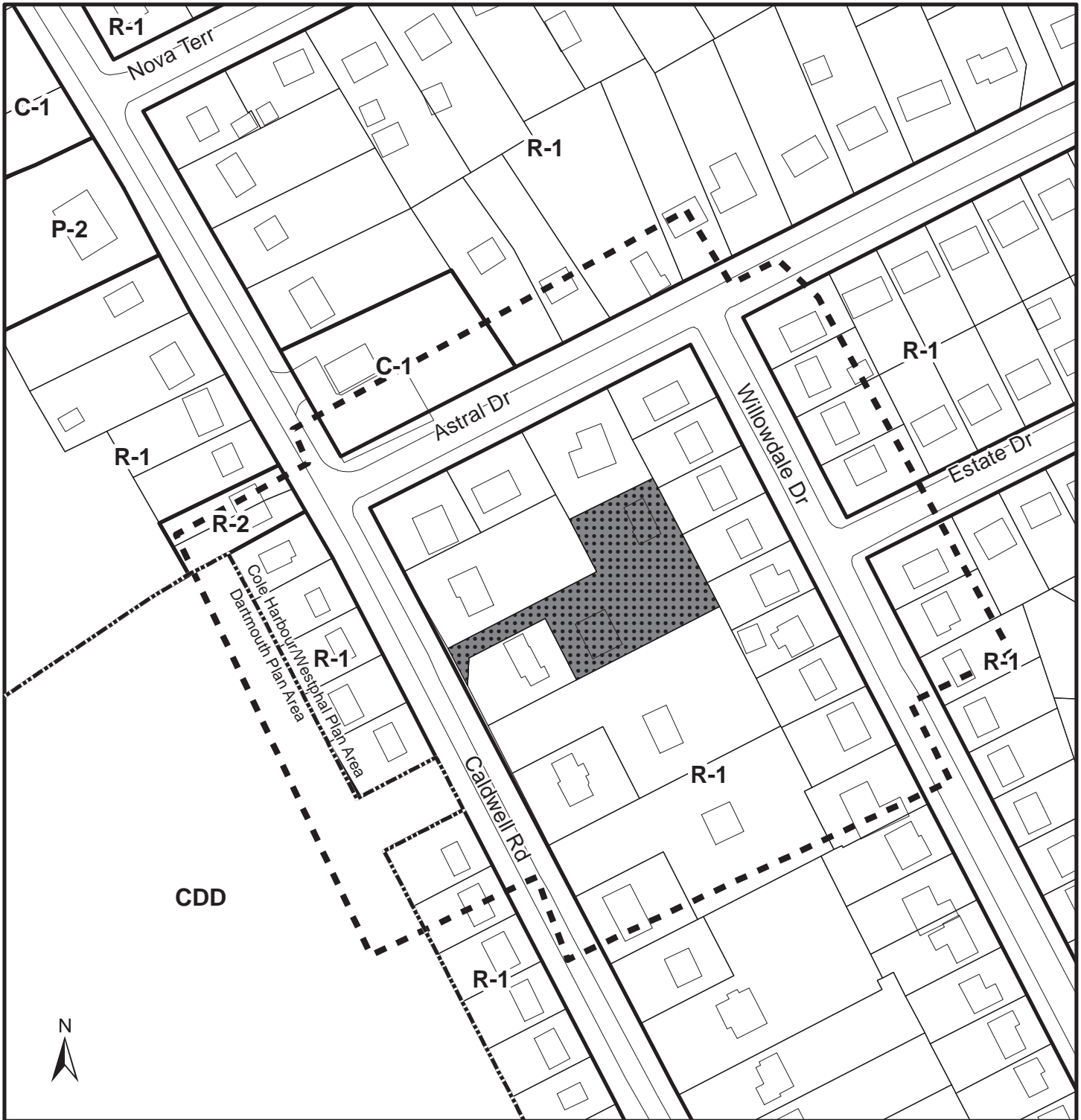
Dartmouth

R Residential

Dartmouth Plan Area

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



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



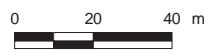
### Map 2 - Zoning and Notification

424 Caldwell Road,  
Cole Harbour



-  Area of Proposed Development Agreement
-  Area of Notification

Zone	
Cole Harbour/ Westphal	R-1 Single Unit Dwelling
	R-2 Two Unit Dwelling
	C-1 Neighbourhood Business
	P-2 Community Facility
Dartmouth	CDD Comprehensive Development District



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]**, 2016,

BETWEEN:

**[INSERT REGISTERED OWNER NAME]**,  
body corporate, in the Halifax Regional Municipality,  
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 422 & 424 Caldwell Road, 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 expansion to an existing industrial use, on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy U-20 of the Cole Harbour/Westphal Municipal Planning Strategy and Section 3.6 of the Cole Harbour/ Westphal Land Use By-law;

AND WHEREAS the Harbour East- Marine Drive Community Council for the Municipality approved this request at a meeting held on \_\_\_\_\_, referenced as Municipal Case Number 19536;

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**

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**

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 Cole Harbour/ Westphal Land Use By-law, and the Regional Subdivision By-law, as may be amended from time to time.

### **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**

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**



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.

## **PART 2: DEFINITIONS**

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

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.

- 2.1.1 Service Industry use means a building a building or part of a building in which the primary function is to provide services such as maintenance, general contracting and storage or limited processing, and which may include, as a minor or accessory function, the provision of supplies, merchandise or wares directly related to the services provided, and does not include a public garage including an engine and body repair shop, a printing establishment, a laundry or cleaning establishment, a wholesale bakery, a paint shop, sheet metal shop, a truck depot and similar uses.

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19536:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Elevation Drawings

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

- 3.2.1 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 as shown on Schedule B and as described as follows:

- a) the existing single unit dwelling; and
- b) a Service Industry use.

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

- 3.4.1 The Developer's use of the Lands shall be as illustrated on Schedule B including (a) an existing single unit dwelling and (b) a Service Industry Use within the proposed Building A and the existing Building B.

3.4.2 Building A shall:

- a) be located in the south east corner of the property as illustrated on Schedule B;
- b) not exceed a footprint of 278.70 sq.m (3,000 sq.ft);
- c) be setback a minimum of 6.096 metres (20 ft) from the east property line
- d) be setback a minimum of 4.572 metres (15 ft) from the south property line;
- e) not exceed the height of 9.14 metre (30 ft); and
- f) generally conform with the elevations shown on Schedule C.

3.4.3 The Developer shall provide and maintain wooden opaque fencing, a minimum of 1.8 m (6 ft.) in height, along the entire east and north property lines as shown on Schedule B.

3.4.4 No outdoor mechanical equipment shall be used except that which is reasonably permitted and which does not create nuisance by virtue of noise, vibration, glare, odour or dust which is obnoxious.

3.4.5 Additions or accessory buildings for the single unit dwelling may be located on the Lands subject to the provisions contained within the Land Use By-law for Cole Harbour/Westphal as amended from time to time.

### **3.5 Signs**

3.5.1 One non-illuminated ground sign depicting the name of the business at the entrance of the driveway with a maximum height of 0.91 metres (4 feet) and maximum face area of 1.82 square metres (6 square feet) per side may be permitted.

### **3.6 Landscaping**

3.6.1 All existing and proposed trees shall be in consistent with Schedule B of this agreement.

### **3.7.1 Outdoor Storage**

3.7.1 Any outdoor storage associated with the Service Industry use on the subject property shall be permitted between Building A and Building B provided the required parking is not reduced, the required setbacks are maintained and it is not located within the required landscaping as illustrated on Schedule B.

### **3.8 Subdivision**

3.8.1 No subdivision of the Lands shall be permitted.

### **3.9 Maintenance**

3.9.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, 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.

## **PART 4: AMENDMENTS**

### **4.1 Non-Substantive Amendments**

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- a) The granting of an extension to the date of commencement of construction as identified in this Agreement; and
- b) The length of time for the completion of the development as identified in this Agreement.
- c) Changes to the signage provisions of Section 3.5

#### **4.2 Substantive Amendments**

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

### **PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

#### **5.1 Registration**

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.

#### **5.2 Subsequent Owners**

- 5.2.1 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.
- 5.2.2 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).

#### **5.3 Commencement of Development**

- 5.3.1 In the event that development on the Lands has not commenced within two year 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.
- 5.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Development Permit.
- 5.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 4.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **5.4 Completion of Development**

- 5.4.1 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 Cole Harbour/Westphal, as may be amended from time to time.

## **5.5 Discharge of Agreement**

5.5.1 If the Developer fails to complete the development after two years from the date of registration of this Agreement at the Registry of Deeds or 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; or
- c) discharge this Agreement.

## **PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **6.1 Enforcement**

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.

### **6.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 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

**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**

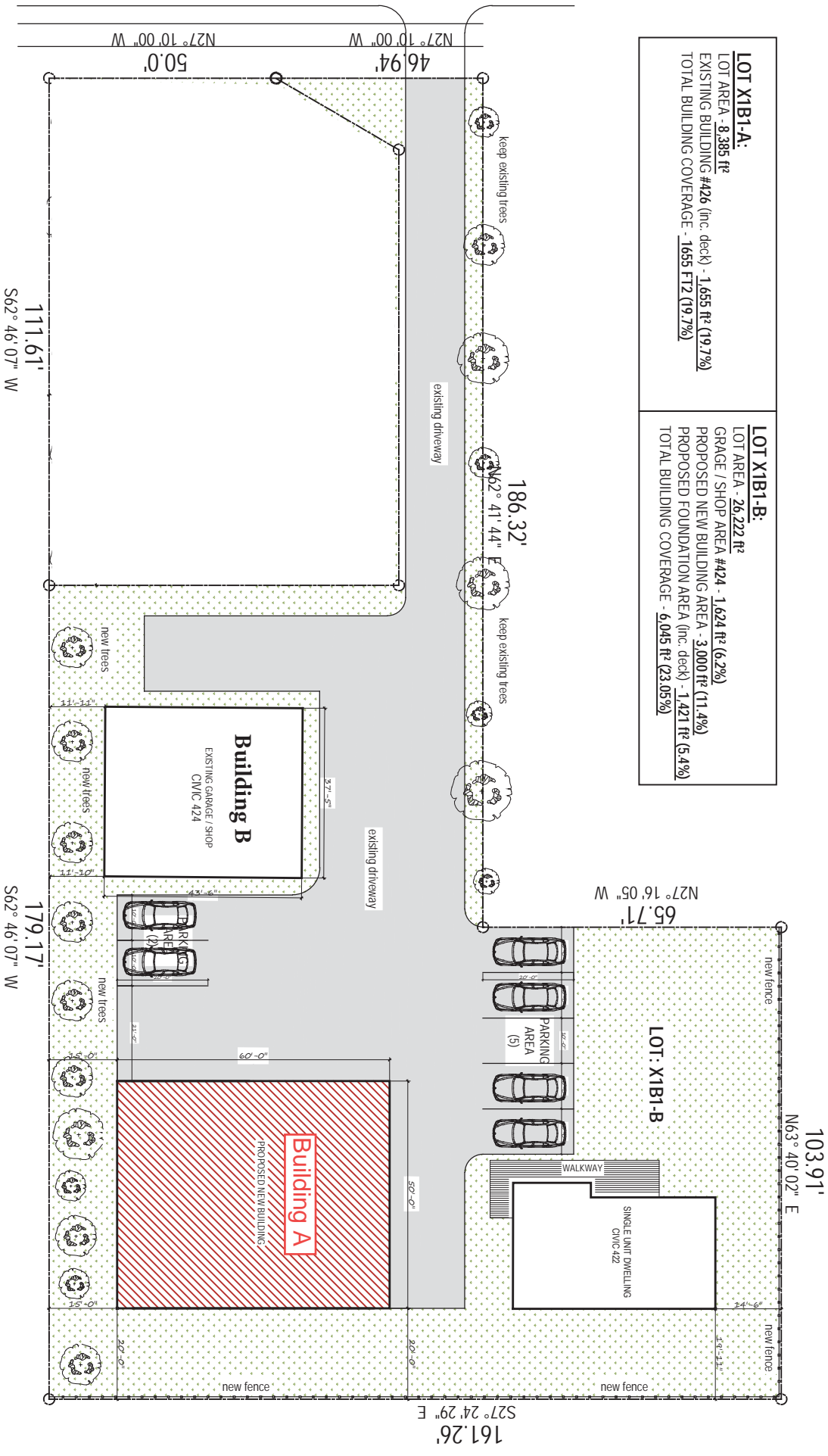
\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

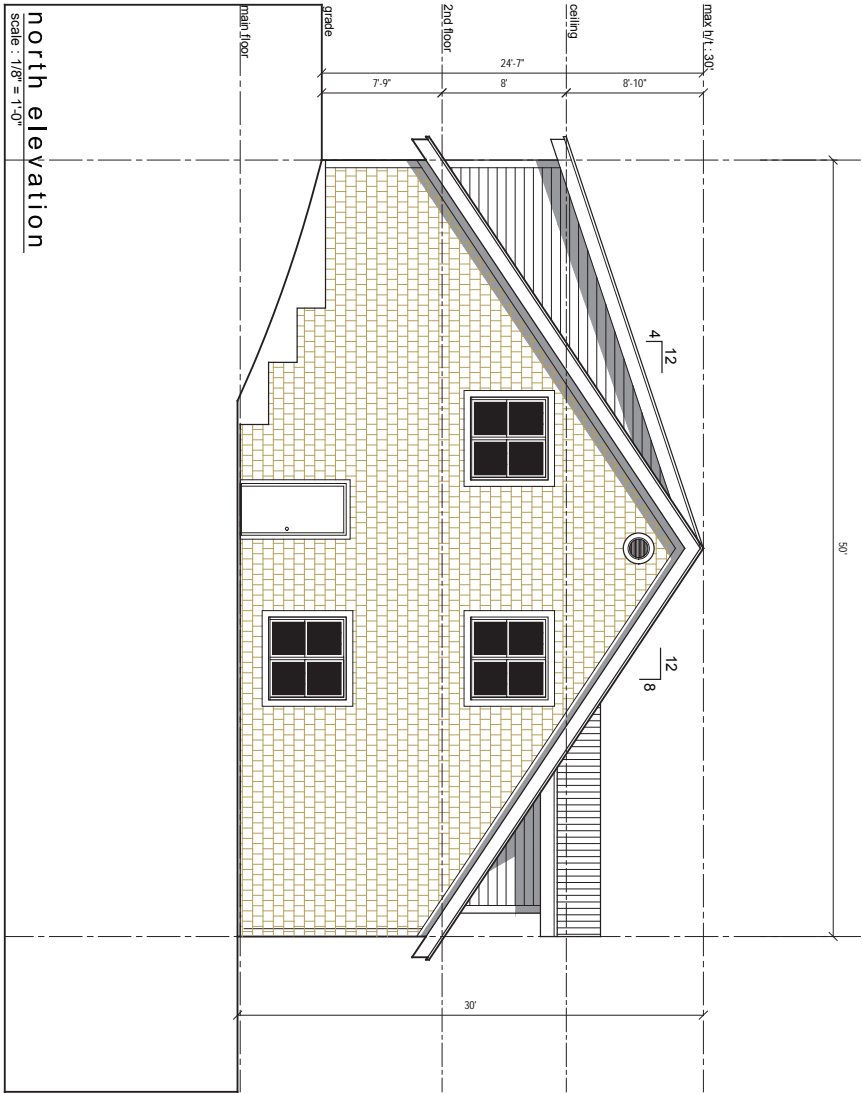
Per: \_\_\_\_\_  
MUNICIPAL CLERK

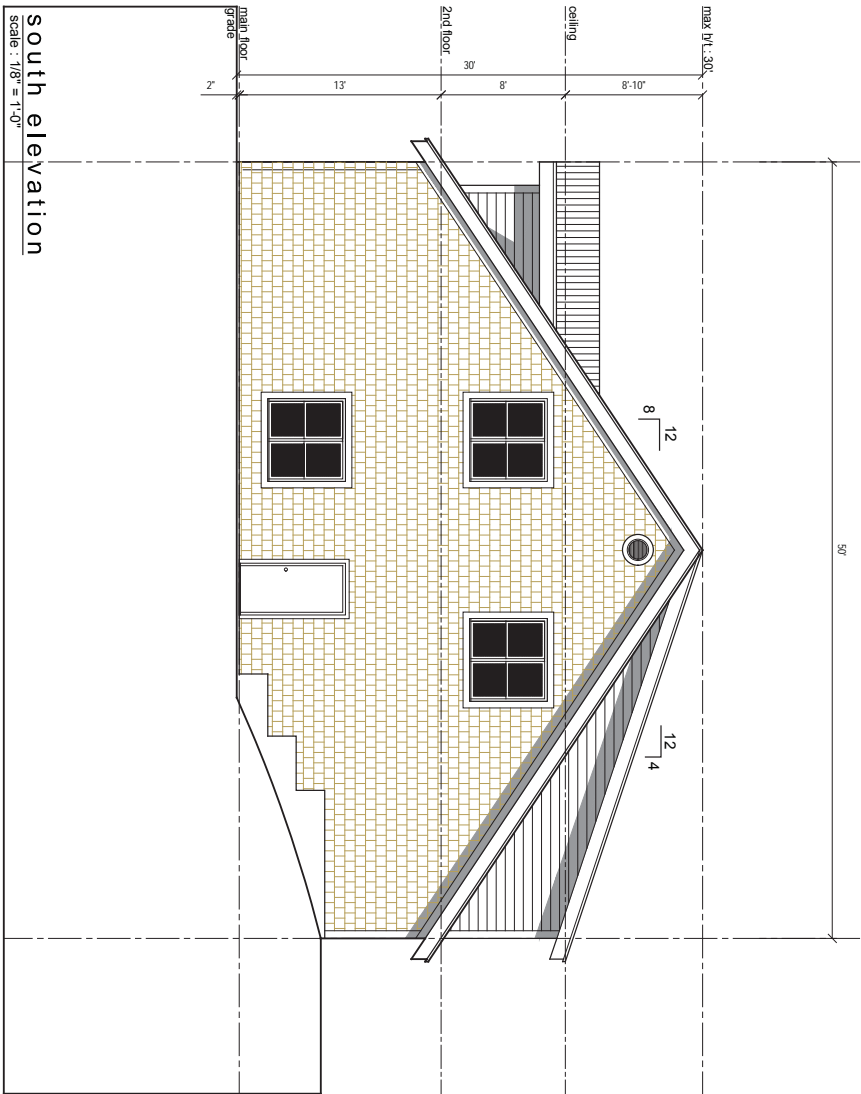
<b>LOT X1B1-A:</b> LOT AREA - 8,385 ft <sup>2</sup> EXISTING BUILDING #426 (inc. deck) - 1,655 ft <sup>2</sup> (19.7%) TOTAL BUILDING COVERAGE - 1,655 FT <sup>2</sup> (19.7%)	<b>LOT X1B1-B:</b> LOT AREA - 26,222 ft <sup>2</sup> GARAGE / SHOP AREA #424 - 1,624 ft <sup>2</sup> (6.2%) PROPOSED NEW BUILDING AREA - 3,000 ft <sup>2</sup> (11.4%) PROPOSED FOUNDATION AREA (inc. deck) - 1,421 ft <sup>2</sup> (5.4%) TOTAL BUILDING COVERAGE - 6,045 ft <sup>2</sup> (23.05%)
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**Site Plan 424 Caldwell Road**  
 SCALE : 1/32" = 1'-0"



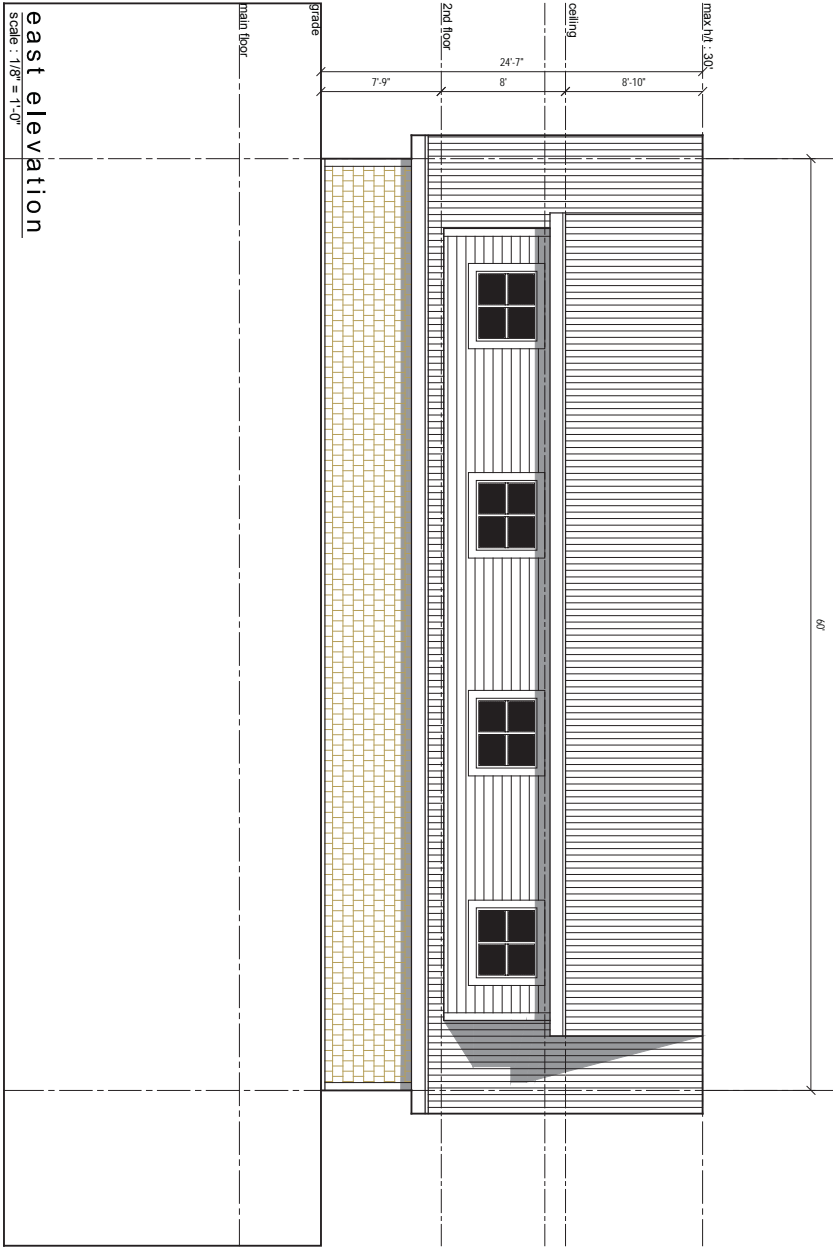


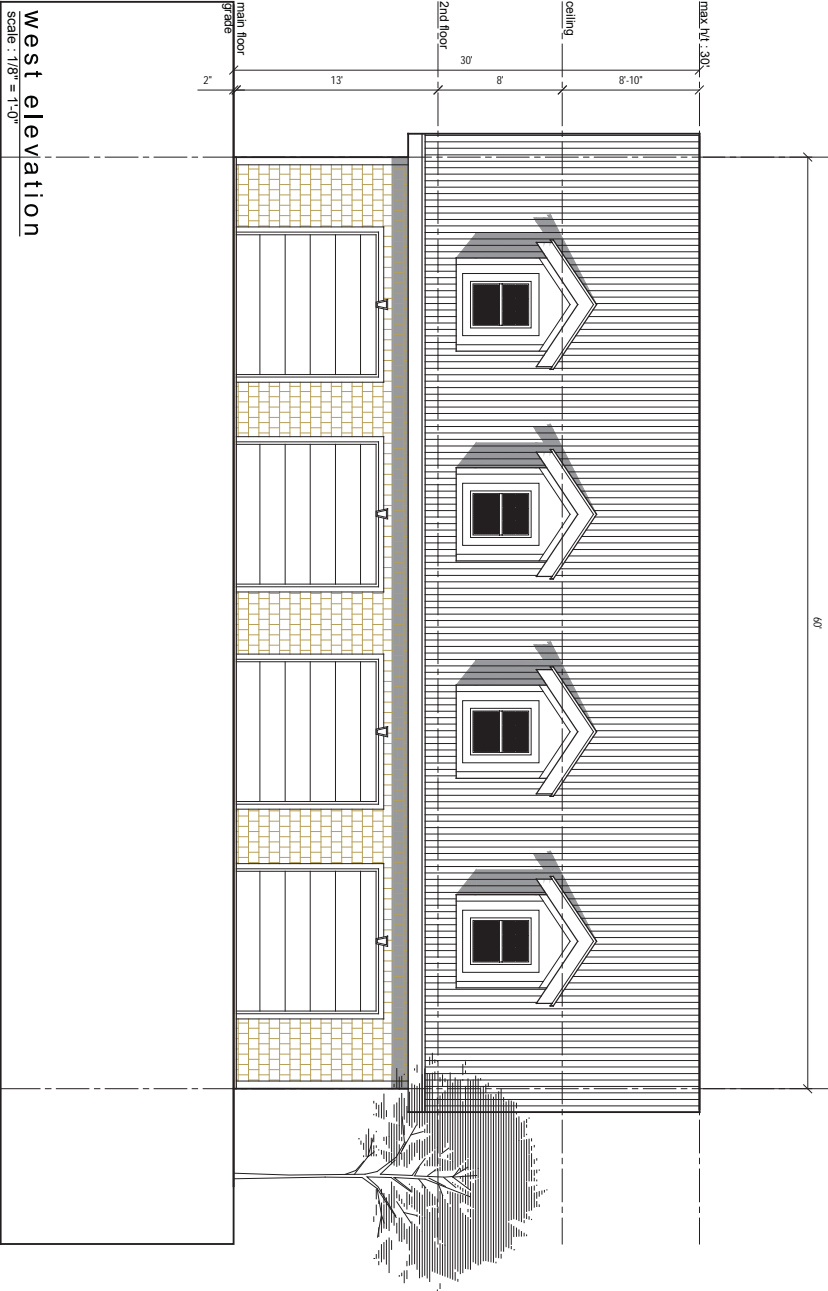


South elevation

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







## Attachment B

### Review of Relevant Policies of the Municipal Planning Strategy for Cole Harbour/Westphal

UR-20 Notwithstanding that industrial uses are not permitted within the Urban Residential Designation, it shall be the intention of Council to provide for the continuation of certain light industrial uses identified in Appendix "B" of the land use by-law, to the extent to which they were in existence at the time of adoption of this strategy. Council may consider the expansion of such uses in accordance with the development agreement provisions of the Planning Act. In considering such agreements, Council shall have regards to the following:

:

<b>Policy Criteria</b>	<b>Staff Comments</b>
(a) that any expansion will not involve structural alterations or new buildings which will detract from the character of the surrounding residential neighbourhood by reason of the architectural design and exterior material used in their construction;	A new 2 storey building with a footprint of 278.7 square metres (3,000 square feet) is proposed, and has been designed to fit in with the residential character of the neighbourhood. The proposed building is 30 feet in height which is less than the permitted 35 feet for single unit dwellings.
(b) that any use will not be obnoxious or result in excessive noise, dust or traffic concerns;	Any mechanical equipment that will be used in the proposed operation will not be permitted to cause nuisance by virtue of noise, vibration, glare, odour, or dust.
(c) that adequate provision is made for buffering and screening from adjacent residential properties; and	Setbacks from adjacent residential properties have been proposed in the development agreement for appropriate buffering. In addition, a 1.82 metre (6 feet) high fence will be provided along the north and east property lines, and landscaping is included to further help with appropriate separation.
(d) the provisions of Policy IM-11.	See below.

IM-11 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, Cole Harbour/Westphal Community Council shall have appropriate regard to the following matters:

<b>Policy Criteria</b>	<b>Staff Comments</b>
(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;	The proposal conforms with the intent of the Municipal Planning Strategy.
(b) that the proposal is not premature or inappropriate by reason of:  (i) the financial capability of the Municipality to absorb any costs relating to the development;  (ii) the adequacy of on-site sewerage and water services;  (iii) the adequacy or proximity of school, recreation or other community facilities;	(i) The property owner will be responsible for any costs relating to the development.  (ii) N/A – the subject property is serviced with municipal sewer and water services.  (iii) N/A
(iv) the adequacy of road networks leading or	(iv) Development Engineering staff have reviewed

<p>adjacent to or within the development; and</p> <p>(v) the potential for damage to destruction of designated historic buildings and sites.</p>	<p>the proposal and indicated that there are no concerns for traffic impacts regarding this proposal. There are no proposed changes to the existing driveway and access/egress to the subject property, and it is adequate for the proposed expansion.</p> <p>(v) No historic buildings or sites will be impacted by this proposal.</p>
<p>(c) that in development agreement controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <p>(i) type of use;</p> <p>(ii) height, bulk and lot coverage of any proposed building;</p> <p>(iii) traffic generation, access to and egress from the site, and parking;</p> <p>(iv) open storage;</p> <p>(v) signs; and</p> <p>(vi) any other relevant matter of planning concern.</p>	<p>(i) The existing business has been on this site since prior to 1992, and currently has significant outdoor storage. The applicant has proposed a new building for indoor storage, an office, and for light industrial uses.</p> <p>(ii) The total lot coverage, including the existing dwelling, existing accessory buildings and proposed building, is well below the 35% permitted.</p> <p>(iii) There are no proposed changes to existing driveways on the site. As there is no associated retail component proposed, there is not expected to be an impact on traffic generation as result of the development. There is adequate parking on the site.</p> <p>(iv) Provisions for outdoor storage have been made within the proposed development agreement. Outdoor storage will only be permitted within required setbacks provided certain requirements are met, or between the existing garage (424 Caldwell Road) and proposed garage/office.</p> <p>(v) One small ground sign is permitted at the entrance to the driveway.</p> <p>(vi) N/A.</p>
<p>(d) that the proposed site is suitable with respect to the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and</p>	<p>(d) The site is flat with no watercourses.</p>
<p>(e) any other relevant matter of planning concern.</p>	<p>N/A</p>
<p><b>Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the</b></p>	<p>N/A</p>

<p>provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</p>	
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## Attachment C

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE # 19536**

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**7:00 p.m.  
Thursday, March 26, 2015**

**Cole Harbour Place, 51 Forest Hills Parkway, Cole Harbour, NS**

**IN ATTENDANCE:** Thea Langille, Major Projects Planner, HRM Planning Services  
David Hanna, Planning Technician, HRM Planning Services  
Tara Couvrette, Planning Controller, HRM Planning Services  
Lorelei Nicoll, Councillor for Cole Harbour – Westphal  
Clark Wilkins, Applicant from Metro Premier Properties Inc.

**PUBLIC IN  
ATTENDANCE:** 3

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The meeting commenced at approximately 7:00 p.m.

**1. Commencing of meeting**

Ms. Langille started the meeting at 7:00 p.m.

**2. Presentation**

**2.1 Case 19536 - Application by Metro Premier Properties Inc. to consider a development agreement to allow an expansion to an existing industrial use at 424 Caldwell Road, Cole Harbour to allow for a new building on the property to store industrial tools and to accommodate office space.**

Ms. Langille, Major Projects Planner, introduced herself. She provided a brief introduction to the case.

Ms. Langille made a presentation to the public outlining the purpose of the meeting, status of the application and the development proposal. Ms. Langille outlined the context of the subject lands, and relevant planning policies.

Clark Wilkins, the applicant, made a presentation. He explained the proposed project at 424 Caldwell Rd. showing different images of the site and renderings of proposed building.

Ms. Langille explained to the members of the public the process and ground rules for the meeting and opened the floor up to comments.

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### 3. Questions/Comments

**Lorene Simpson, Willowdale Drive** – asked about buffering and screening on the back of the property. **Mr. Wilkins** stated there was a 6 foot high fence on part of property now and he is willing to do whatever works for his neighbors, whatever it is they would like there, a fence, shrubs etc. He stated he would like it to be nice and clean. He wants the building to be nice, the yard to be paved, and property to be landscaped. **Lorene Simpson** – Asked if the fence would be behind the yellow house. She stated there is one area that is open about 8-10 feet. **Mr. Wilkins** stated he thought it looked like it was all fence but has no problem finishing a fence along there. **Lorene Simpson** – said that there is a lot of Japanese knotweed and it is very invasive. **Mr. Wilkins** said he was all about the cosmetics; he takes pride in what his properties look like and wants it to look nice and clean. **Lorene Simpson** stated there is no fence at Astral either. **Mr. Wilkins** stated that he only owns about 60 feet of property there

**Thea Langille** stated that she was hearing that in terms of buffering a fence might be the appropriate tool to use.

**Lorene Simpson** wanted to know in terms of noise, how much noise will there be with 4 bays? **Mr. Wilkins** stated that it will cut down the noise significantly. The most noise that is there now is when we are recycling the light fixtures. That is a contract they have this year but they might not have that contract next year. **Lorene Simpson** asked if there would be any heavy equipment. **Mr. Wilkins** stated that they have delivery trucks there all the time, there will not be excavators. However, he may purchase a bobcat or something. **Lorene Simpson** wanted to know if the house that is in the back, is that a rental, two units? **Mr. Wilkins** said no, one unit up above is a rental and the other unit below is kind of office space.

**Thea Langille** stated that one of the things that a development agreement tool can do is provide some certainty as to what some of those features are on the site. The development agreement can indicate what can be an office and what can't be an office; it can also state where the storage has to be. That is what a development agreement can do and it is my understanding that there isn't a development agreement on the site at the moment. It just continued to be the use that it is today but through the application that is being presented there would be an opportunity to address some of those concerns, adding the buffering and those types of issues.

**Lorene Simpson** asked how tall the building was going to be. **Mr. Wilkins** stated the foundation plan is actually a 6 foot wall in the back of the building so you are really only going to see about 12 feet of wood and then the roof. **Lorene Simpson** stated that she thought in the plans it was higher than that. **Thea Langille** stated that this is something we can take a look at.

**Lorene Simpson** – asked how far away from the property line would that be from the back. **Mr. Wilkins** stated 10 feet. **Lorene Simpson** stated she thought it was 6 feet from the property line. **Thea Langille** stated according to the site plan that was received the building will be 10 feet away from the property line. **Mr. Wilkins** stated that the yard is very deceiving; the property line is kind of in the woods there a bit.

**Max Dooks, Willowdale Drive** - requested to see the slide that showed the adjacent properties. **Thea Langille** stated that the slide is not to scale. It is in this general location and it is in the general shape but couldn't promise that is to scale.

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**Councillor Lorelei Nicoll** - asked if separation distance between the buildings is required.

**Thea Langille** stated that she will have to look into that to see. That would be part of the review. **Councillor Lorelei Nicoll** - stated that commercial properties are required to have so much space between individual buildings by development applications. **Mr. Wilkins** stated that he could flip it; he thought it would give it a better look being lower in the back and higher in the front with the pitch on the roof.

**Max Dooks** stated that he thought it looked somewhat like a house. **Mr. Wilkins** stated that he was doing this to make the yard look better.

**Thea Langille** asked to get some feedback on how the building should be placed.

**Councillor Lorelei Nicoll** - asked where the bays were in the other 2 adjacent buildings. **Mr. Wilkins** stated there were no bays in any others. **Councillor Lorelei Nicoll** - Thought there was a garage in the bottom of one of the buildings. **Mr. Wilkins** stated there was.

**Councillor Lorelei Nicoll** - stated that as an oddity that this is, an industrial use in a residential R-1 zone, what other uses can be on this property as light industrial? **Thea Langille** stated that right now, the use that is there now is permitted because it has been identified as light industrial. Through the development agreement process you can block some of those down so that it is not wide open. We can look at keeping it to more the general contracting side of things. That is another thing that the development tool will do. She stated she would have to look through the zone to see what light industrial uses would be in that area, it could be quite a range of uses that could go there provided they are not doing any expansion to the building. Where there is a proposal to do an expansion which is a new building the development agreement would regulate some of the uses that could go in that in the future. To try to address any of the concerns the residents have. If the applicant is more into keeping that site and is more on the general contractor side of things that could be looked at. You are not looking at having the heavy machinery come to the site in the future.

**Max Dooks** stated that the current applicant's predecessor caused an enormous amount of unhappiness. For many years it had been addressed at community meetings and the mayor made a big statement that he defiantly would not want to live in such an area. He was going to clear it up. He stated he could understand why somebody would be picking on him because somebody ahead of you made the situation where they deserved to be picked on, in fact he said he picked on them a number of times, had a little success, never came to any real conclusion why that land has been allowed to be changed from this to this to this and now to this over a period of years. **Mr. Wilikns** stated that he could appreciate his concerns and wanted to be a good neighbor and if there is something they didn't like by all means knock on that grey door and say; Clark clean this up, we don't like this and he said he would do it. **Max Dooks** stated that just when it appeared they had the situation in hand a number of years ago it all caved in. In fact the meeting was concluded by all the residents sitting out in the hallway waiting to be called in the meeting. So you can understand why we are not happy with the whole situation. **Mr. Wilkins** stated that he completely understood. He stated when he bought the house in a sheriff's sale, he got the largest container you can get for a construction container and took 6 loads out of that building alone, not around the outside. 6 Loads out of the building alone, there was the ice cream truck he had there for some reason. The beer truck, the guys were packed rats! It costs him almost as much to take away the garbage as it did to buy the property.



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**Councillor Lorelei Nicoll** - asked how can you have mixed use residential and industrial on one lot? **Thea Langille** stated that in the Municipal Planning Strategy and Land Use By-law there is a list of properties that back in 1992 had existing industrial uses. They have probably been there for many years and then zoning came along and they were listed so that they could continue to operate and were probably amongst a lot of residential. The question in regards to how you can have a residential building and an industrial use on it, we will have to look into that. **Mr. Wilkins** stated that the way it was explained to him by Mitch was that residential as-of-right you can do there because of the zoning.

**Lorene Simpson** asked if Mr. Wilkins owned any land between the two houses on Caldwell rd. where the driveway is. **Mr. Wilkins** stated yes, that is all my land and he still owns the house on Caldwell rd. He subdivided and still owns the house; there are two units in the brown house, as there was when he bought it. He let the upstairs unit use the part in the back and the driveway.

**Max Dooks** asked if civic number 424 covers all that property. **Mr. Wilkins** stated no, there are three civic numbers.

**Councillor Lorelei Nicoll** - asked if there were any plans for more development on that lot. **Mr. Wilkins** stated no, not on that lot.

**Thea Langille** wanted to know about fencing.

**Max Dooks** stated he did not want chain link opaque fencing.

**Councillor Lorelei Nicoll** - wanted to know if you can limit the future uses of this property? **Thea Langille** stated that yes; through the development agreement process the future uses can be limited. **Councillor Lorelei Nicoll** - stated that this would be a good thing because the residents might not want to see you taking florescent bulbs apart. **Mr. Wilkins** stated that could be a tricky one because that is my profession. **Thea Langille** stated the concern might be the proximity to the residents maybe there would be a better location for that, on the other side of the building.

**Elaine Dooks** asked how long the process was. **Thea Langille** stated that it would be long in the sense that it is not going to happen next month because we do have quite a few steps to go through in order to get to the Public Hearing which would be the next time you receive that notice.

**Max Dooks** wanted to know if when you are releasing florescent gas when disassembling the fixtures. **Mr. Wilkins** said no because no lamps come to that site. We have a lamp crusher and we do the lamp crusher onsite usually at the schools. It is called a bulb beater and no lamps come to the site. It crushes the bulbs for us and it extracts the mercury and it goes in a separate filter and it is all taken away. What we are doing there is just salvaging the metal.

#### 4. Closing comments

Ms. Langille thanked everyone for attending the meeting.

#### 5. Adjournment

The meeting adjourned at approximately 7:45 p.m.