



P.O. Box 1749
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Item No. 13.1.1
Harbour East – Marine Drive Community Council
Special Meeting
February 4, 2021

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

-Original Signed-

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: January 13, 2021

SUBJECT: **Case 22847: Development Agreement for PIDs 00374652 and 41466160 Main Road at Silvers Lane, Eastern Passage**

ORIGIN

Application by Lookout Investments Limited.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

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

1. Give notice of motion to consider the proposed Development Agreement, as set out in Attachment A, to construct two four-storey multiple unit dwellings on Lands in Eastern Passage and schedule a public hearing;
2. Approve the proposed Development Agreement, which shall be substantially of the same form as set out in Attachment A;
3. Approve, by resolution, the Discharging Agreement, which shall be substantially of the same form as set out in Attachment B; and
4. Require that both the Development Agreement and Discharging Agreement be signed by the property owner within 240 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

Lookout Investments Limited are requesting to discharge an existing development agreement and amending development agreement and enter into a new development agreement to allow two 60-unit dwellings to be constructed on property with PIDs 00374652 and 41466160 on Main Road in Eastern Passage. The subject site is accessed from a private driveway however the site will have Main Road civic address.

Subject Site	PIDs 00374652 and 41466160 Main Road at Silvers Lane, Eastern Passage
Location	Eastern Passage/Cow Bay Plan Area
Regional Plan Designation	US (Urban Settlement)
Community Plan Designation (Map 1)	CC (Community Commercial)
Zoning (Map 2)	C-2 (General Business)
Size of Site	PID 00374652: 7,917 m ² (85,218 ft ²) PID 41466160: 8,345 m ² (89,825 ft ²)
Street Frontage	PID 00374652: 9.1 m (30 ft) PID 41466160: no frontage on a public street
Current Land Use(s)	Vacant
Surrounding Use(s)	Residential uses on Silvers Lane, residential and commercial uses on Main Road

History of the Existing Development Agreement

On October 6, 2016, Harbour East Marine Drive Community Council approved a development agreement to allow two multiple unit dwellings on the subject site, as well as residential uses for lands at 30-38 Silvers Lane.¹ The original development agreement was subsequently amended to allow a time extension to the required date of commencement on December 13, 2018.

The existing development agreement provides for land uses for three parcels of land – two parcels having access from the private driveway, and one parcel having access from Silvers Lane (PID 00400044). The existing agreement allows for the construction of 2 multi-unit dwellings having a maximum of 60 dwelling units in each building to be constructed on the 2 parcels accessed from the private driveway, and these two parcels are the subject of this application.

The existing development agreement also allows property with PID 00400044 to be subdivided and redeveloped according to the requirements of the Land Use By-law for Eastern Passage/Cow Bay. This property has not been redeveloped under the agreement and is the subject of planning application Case 22748, which seeks to amend the existing development agreement.

At the time the original development agreement was approved, the entire development agreement area was under single ownership (GARMAR Investments Limited). The subject site has since changed ownership and the applicant is requesting that the existing development agreement be discharged against its property, and that a new agreement be applied. The newly proposed agreement allows a development very similar to what was approved within the original development agreement, but only to the subject site.

Proposal Details

The applicant proposes to construct 2 four-storey multi-unit dwellings, one on each of PIDs 00374652 and 41466160. The major aspects of the proposal are as follows:

- Two separate four-storey buildings each on their own lot;

¹ Please see <http://legacycontent.halifax.ca/Commcoun/east/documents/160630HEMDCC1313.pdf> to access the June 3, 2016, staff report and original development agreement.

- A maximum of 60 dwelling units per building;
- A minimum of 32 units in each building must have 2 or more bedrooms;
- A combination of both surface and underground parking;
- 6 Class B and 10 Class A Bicycle parking spaces per building;
- Landscaping requirements including fencing along portions of the property lines; and
- 140 square metres of amenity space is required in each building.

The primary differences between the existing development agreement and the current proposal are as follows:

- Remove phasing required by the existing DA to allow both buildings to be constructed simultaneously;
- Extension of commencement and completion dates;
- Change the development agreement area to remove PID 00400044, which is under separate ownership and will remain governed by the existing development agreement; and
- Remove the penthouses that were present in the original design, thereby lowering the overall building heights.

The subject site was subdivided on June 11, 2019, as was contemplated by the original agreement. Each multi-unit dwelling would be located on its own lot and access Main Road via a shared private driveway. As only the lot closest to Main Road (PID 00374652) has frontage on Main Road, access to the back lot (PID 41466160) would be granted by easement across PID 00374652.

Policy Context

The existing development agreement and amending development agreement must be discharged from the subject property prior to Community Council approval of the proposed development agreement. Section 7.5.1 of the existing development agreement states:

7.5.1. If the Developer fails to complete the development after 6 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.

This agreement was registered at the Land Registration Office on March 8, 2017, less than 6 years ago. Therefore, Community Council can not rely on this section to enable discharging the existing DA. However, the *Halifax Regional Municipality Charter* provides Community Council a mechanism to discharge development agreements. Part VIII, Clause 244 identifies that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The *Charter* does not require a public hearing for the discharge of an agreement or a portion thereof, and a Community Council may discharge a development agreement by resolution.

The developer has requested to discharge the existing development agreement and amending development agreement as they apply to the subject site, in accordance with these provisions of the *Charter*.

The Applicant is requesting that the existing development agreement and amending development agreement only be discharged upon Council approving the new development agreement. This will allow some development rights on the site to be retained regardless of Council's decision. The existing development agreement and amending development agreement would continue to apply to the remainder of the development agreement lands, specifically 30-38 Silvers Lane (PID 00400044) in Eastern Passage.

Enabling Policy and LUB Context

This application is enabled by Policy Com-12 of the Municipal Planning Strategy for Eastern Passage/Cow Bay, which allows multiple unit dwellings with more than 12 units to be considered in the Community Commercial Designation by development agreement.

The subject site is zoned C-2 (General Business). Attachment D of this report contains a list of uses permitted by-right in the C-2 Zone.

COMMUNITY ENGAGEMENT

The community engagement process was consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through an HRM website, signage posted on the subject site and 33 information letters mailed to property owners within the notification area. The HRM website received 75 unique page views between April 2, 2020, when the website was created, and November 20, 2020. No public comments were received in response to these activities.

A public hearing must be held by Harbour East-Marine Drive Community Council before it can consider approval of the proposed development agreement. If Community Council chooses to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by mail.

A public information meeting and public hearing are not required for the discharge of a development agreement, and the decision on the discharge is made by a resolution of Community Council.

DISCUSSION

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

Proposed Development Agreement

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

- Permitted uses: 2 four-storey multiple unit dwellings;
- Required access easements;
- Landscaping;
- Outdoor lighting and signage;
- Amenity space requirements;
- Surface and underground parking
- Bicycle parking;
- Buffering;
- Maintenance requirements;
- Permitted non-substantive amendments include the following:
 - Extension to the date of commencement of construction;
 - Extension to the length of time for the completion of the development;
 - Changes to the exterior design of the buildings;
 - Changes to the required unit mix;
 - Changes to the site layout; and
 - A reduction in the number of parking spaces by up to 20%.

The attached development agreement will permit two four-storey multiple unit dwellings, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment C, the following have been identified for detailed discussion:

Public Street Frontage

The area covered by the original development agreement was subdivided into three lots in 2019. Two of these lots comprise the subject site for this application and have access to Main Road from a shared private driveway. The front lot (PID 00374652) has frontage on Main Road, however the rear lot (PID 41466160) does not have frontage on a public street. The rear lot will be accessed across the common driveway on the front lot, which was secured with an Access and Service Easement registered with the Nova Scotia Land Registration Office as Document No. 110431997 on June 20, 2019. This configuration is permitted by the Regional Subdivision By-law and contemplated by the existing development agreement.

Policy Com-12 (b) of the Eastern Passage/Cow Bay Municipal Planning Strategy requires that lots have frontage on a public street to enable a development agreement for a multiple unit dwelling in the Community Commercial Designation, such as this application. The original agreement was approved and registered against one parcel of land and this requirement was met. In preparation for the approved development and in accordance with the approved development agreement, the lands were subdivided resulting in one lot no longer having frontage on a public street.

The subdivision was completed in accordance with and in partial completion of the existing development agreement. The footprints, placement and density of the proposed development are identical to what was approved in the original development agreement. Staff advise that the proposed development agreement remains reasonably consistent with the intent of the relevant MPS policies.

Signing of Agreements

The COVID-19 pandemic has resulted in difficulties in having legal agreements signed by multiple parties in short periods of time. To recognize this difficulty these unusual circumstances present, staff are recommending extending the signing period for agreements following a Council approval and completion of the required appeal period. While typically agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be signed in a shorter period of time if the situation permits.

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 changes to the approved development are minor in nature. Removing phasing required in the original development agreement could reduce disturbance to the surrounding area during construction by allowing both buildings to be constructed simultaneously. The proposed development agreement removes the fifth storey penthouses that are present in the original design, thereby further reducing the anticipated impact of the development on the surrounding area. Additionally, the proposal responds to a need for a greater variety of housing in the community. Therefore, staff recommend that the Harbour East – Marine Drive Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2020-2021 operating budget for Planning and Development.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

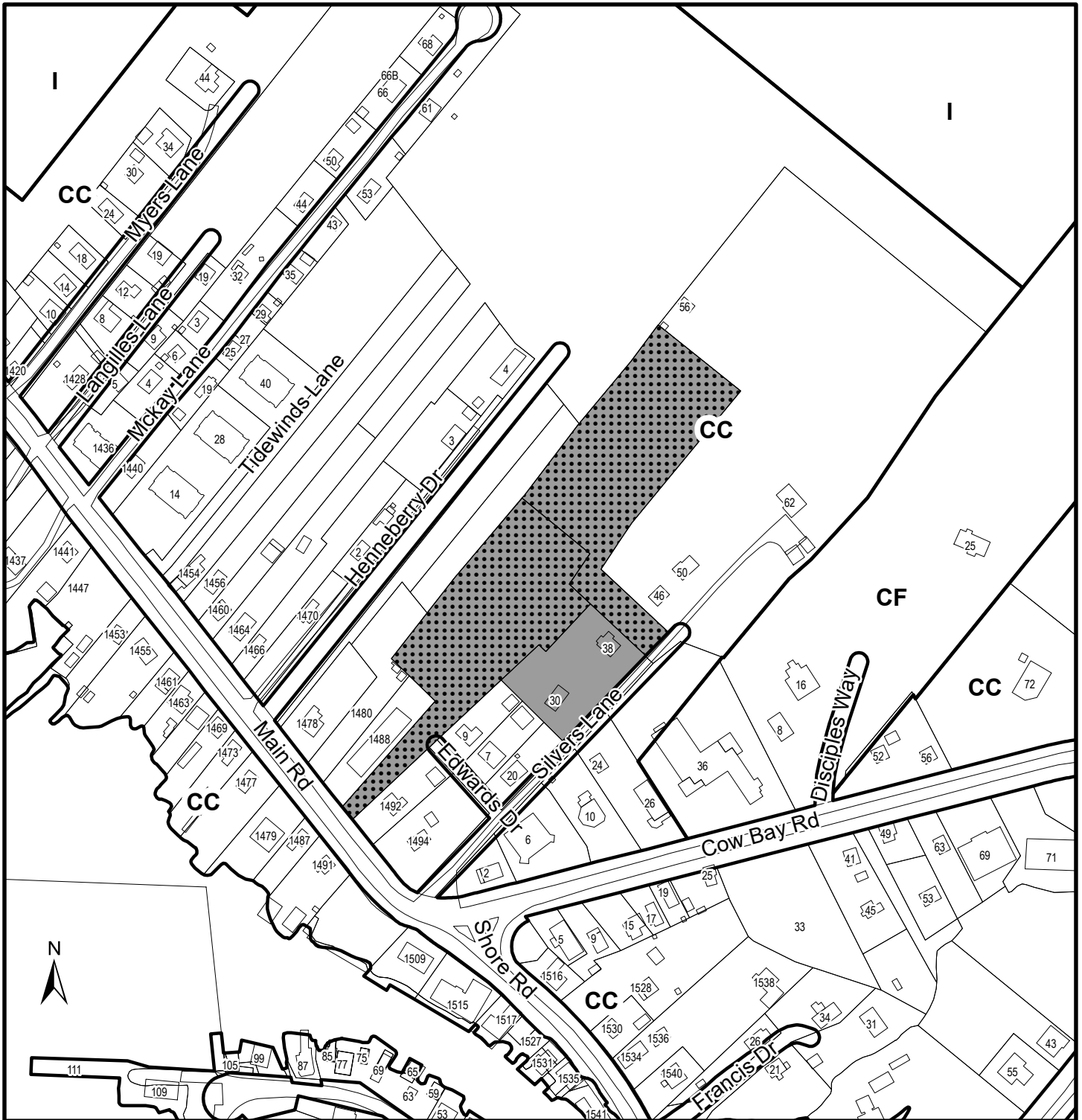
1. Harbour East – Marine Drive Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve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

ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Discharging Agreement
Attachment C:	Review of Relevant MPS Policies
Attachment D:	Permitted Uses in the C-2 (General Business) Zone – Eastern Passage/Cow Bay Land Use By-law



A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Jamy-Ellen Klenavic, Planner 2, 902.476.8361



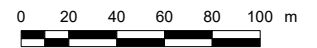
Map 1 - Generalized Future Land Use

Covesedge Court,
Eastern Passage

-  Existing Development Agreement
-  Area to be Discharged and a New DA Applied

Designation

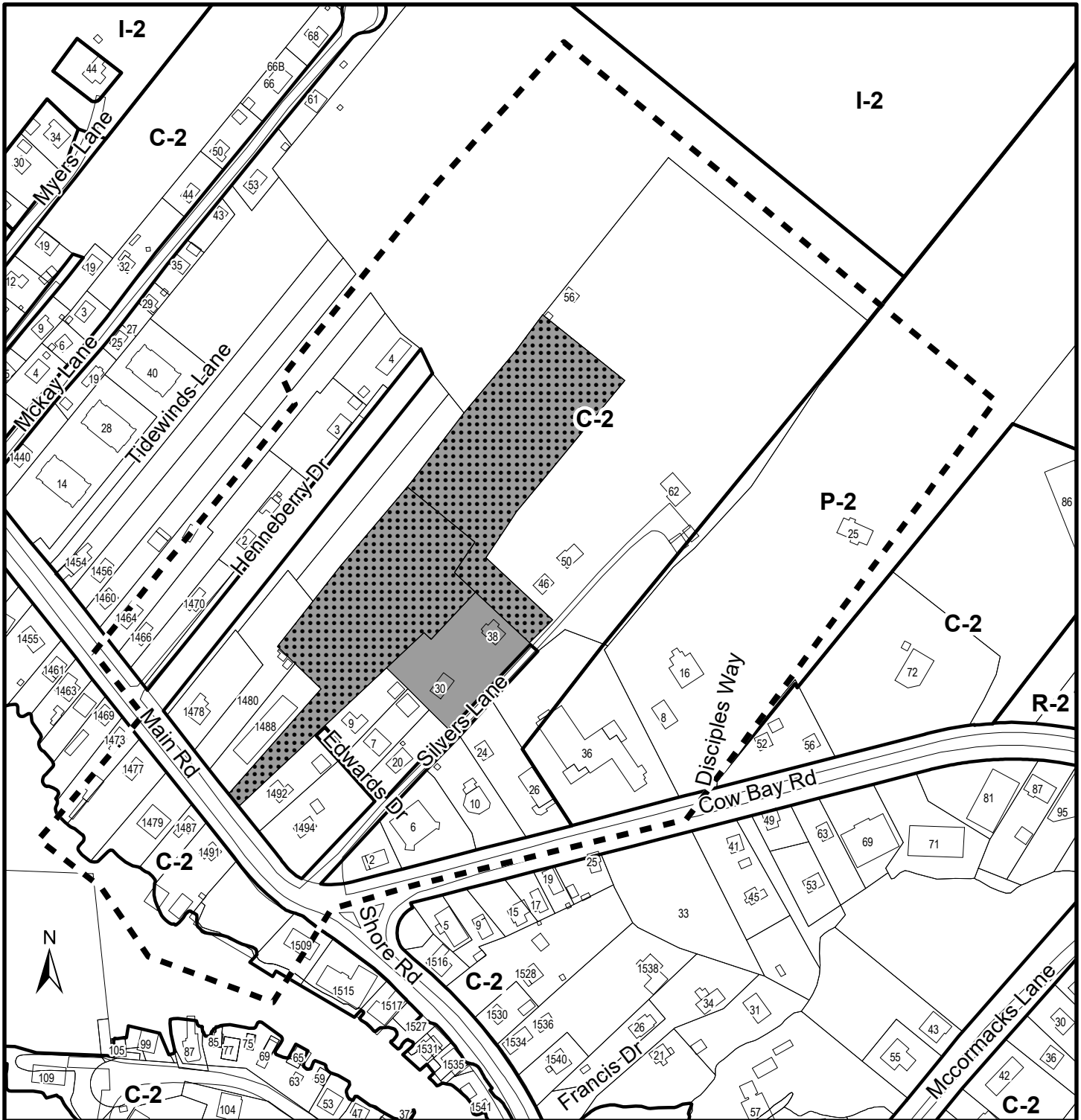
- UR Urban Residential
- CC Community Commercial
- CF Community Facility
- I Industrial



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

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




Eastern Passage/Cow Bay
Plan Area



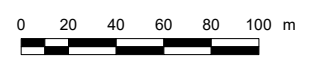
Map 2 - Zoning and Notification

Covesedge Court,
Eastern Passage

HALIFAX

-  Existing Development Agreement
-  Area to be Discharged and a New DA Applied
-  Area of Notification

- Zone**
- C-2 General Business
 - I-2 General Industry
 - P-2 Community Facility



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

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

Eastern Passage/Cow Bay
Land Use By-Law Area

Attachment A Proposed Development Agreement

THIS AGREEMENT made this day of , 20___,

BETWEEN:

[Insert Name of Corporation/Business LTD.], a body corporate, in the
Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY, a municipal body corporate, in the
Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands with PIDs 00374652 and 41466160 located on Main Road in Eastern Passage, and which said lands are more particularly described in Schedule A attached hereto (hereinafter called the "Lands");

AND WHEREAS on October 6, 2016 the Harbour East-Marine Drive Community Council approved an application to enter into a Development Agreement with the Developer, Gary Francis Edwards, and Mary Louise Edwards to allow for two multiple unit dwellings, each containing a maximum of 60 units, on PIDs 00400044 and 00374652 (case number 18599), which said Development Agreement was registered at the Land Registration Office in Halifax on March 8, 2017 as Document Number 110431997 (hereinafter called the "Original Agreement");

AND WHEREAS on December 13, 2018 the Harbour East-Marine Drive Community Council approved amendments to the Original Agreement to allow for the subdivision and development on PIDs 00400044 and 00374652 (case number 21927), pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy COM-12 of the Municipal Planning Strategy for Eastern Passage/Cow Bay, and which said Amending Development Agreement was registered at the Land Registration Office in Halifax on March 14, 2019 as Document Number 114160932 (hereinafter called the "First Amending Agreement");

AND WHEREAS on March 15, 2019 Gary Francis Edwards and Mary Louise Edwards conveyed PID 00374652 to Garmar Investments Limited by way of Warranty Deed, which said Warranty Deed was registered at the Land Registration Office in Halifax on June 11, 2019 as Document Number 114596142;

AND WHEREAS on June 11, 2019 a plan of subdivision was registered at the Land Registration Office creating three lots, PID 00400044, PID 00374652 and PID 41466160;

AND WHEREAS on August 28, 2019 Garmar Investments Limited conveyed PIDs 00374652 and 41466160 to Lookout Investments Limited by way of Warranty Deed, which said Warranty Deed was registered at the Land Registration Office in Halifax on September 6, 2019 as Document Number 115078397;

AND WHEREAS the Developer has requested that the Original Agreement and the First Amending Agreement be discharged from the Lands;

AND WHEREAS the Harbour East - Marine Drive Community Council, at its meeting on [Insert - Date], approved the discharge of that portion of the Original Development Agreement and the First Amending Agreement that apply to the Lands, said discharge to take effect upon the registration of the Discharging Agreement;

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for the construction of two multiple unit dwellings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy COM-12 of the Eastern Passage /Cow Bay Municipal Planning Strategy and Sections 3.6 (c)(ii) and 14.1 of the Eastern Passage/Cow Bay Land Use By-law;

AND WHEREAS the Harbour East - Marine Drive Community Council approved this request at a meeting held on [Insert - Date], referenced as case number 22847;

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 may be 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 or 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) Amenity Space means indoor above grade space designed for shared use by a building's residents such as fitness rooms, sport courts, playgrounds, theatre rooms, art or music studios, children's playrooms, co-working facilities, social activity rooms, and uses that are similar in the opinion of the Development Officer.

(b) Landscape Architect means a professional full member in good standing with the Atlantic Provinces Association of Landscape Architects.

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 to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 22847:

Schedule A

Legal Description of the Lands

Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Front and Side Elevation Drawings
Schedule E	Rear Elevation Drawing

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer:

- (a) A Lighting Plan in accordance with section 3.7 of this Agreement; and
- (b) A Landscaping Plan in accordance with section 3.8 of this Agreement.

3.2.2 Prior to issuance of any development permit for Lot BX2, the Developer shall:

- (a) Provide a registered easement for pedestrian and vehicular access over Lot BX1 in favour of Lot BX2; and
- (b) Provide a registered easement for pedestrian access to the private park in favour of Lot BX1.

3.2.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in section 3.7 of this Agreement; and
- (b) Written confirmation from a Landscape Architect that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in section 3.8 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 uses of the Lands permitted by this Agreement shall be two (2) multiple unit dwellings, each containing a maximum of 60 dwelling units.

3.3.2 A minimum of 32 dwelling units in each building shall contain at least two (2) bedrooms.

3.3.3 Accessory buildings shall be permitted pursuant to the requirements of the Land Use By-law.

3.3.4 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.

3.4 Building Siting and Architectural Requirements

- 3.4.1 The building's siting, height, exterior design, materials and massing shall be in general conformance with Schedules B through E of this Agreement.
- 3.4.2 The main entrances to each building shall be emphasized by detailing, changes in materials, and other architectural devices.
- 3.4.3 Exterior building materials shall be in accordance with the Schedules.
- 3.4.4 All vents, down spouts, flashing, electrical conduits, metres, service connections and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface except where used expressly as an accent. Service entrances shall be integrated into the design of the building and shall not be a predominant feature.
- 3.4.5 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from the shared driveway 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.
- 3.4.6 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.5 Amenity Space

- 3.5.1 Within each building on the Lands, at least 140 square metres of amenity space shall be provided.
- 3.5.2 All amenity space required by Subsection 3.5.1 of this Agreement shall be:
 - (a) At least 30 contiguous square metres; and
 - (b) Barrier-free and accessible to all building residents.

3.6 Parking, Circulation and Access

- 3.6.1 At least 185 parking spaces shall be provided on the Lands. A combination of underground and surface parking spaces shall be permitted. Surface parking spaces shall be located as shown on Schedules B and C.
- 3.6.2 All surface parking areas shall be hard surfaced in accordance with Schedules B and C, and the limits of the parking area shall be defined by landscaping and either standard or rolled curb.
- 3.6.3 Bicycle parking shall be provided on the Lands as follows:
 - (a) 6 Class B bicycle parking spaces on each of Lots BX1 and BX2 for a total of 12 Class B bicycle parking spaces on the Lands; and
 - (b) 10 Class A bicycle parking spaces on each of Lots BX1 and BX2 for a total of twenty 20 Class A bicycle parking spaces on the Lands.

3.7 Outdoor Lighting

- 3.7.1 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 adjacent lots and buildings.
- 3.7.2 Prior to the issuance of a Development Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The

Lighting Plan shall contain, but shall not be limited to, the following:

- (a) The location, on the building and on the premises, of each lighting device; and
- (b) A description of the type of proposed lighting devices, fixtures, lamps, supports, and other devices.

3.7.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this Agreement. If such the plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.7.4 The information used to satisfy the requirements of this section may be included on the site plan or building elevations provided that the Development Officer is satisfied of compliance with this Agreement.

3.8 Landscaping

3.8.1 Landscaping of the property shall be as generally shown on Schedule C. The private park, including community garden, benches, and walkway cul-de-sac shown on Schedule C, shall be optional.

3.8.2 The Developer agrees to construct a fence as generally shown on Schedule C. The fence shall be a minimum of 6 feet in height and opaque. The fence shall only be required along shared property boundaries with existing residential and commercial uses that front on Main Road and Edwards Drive.

3.8.3 Notwithstanding section 3.8.2, a hedge a minimum of six feet in height may be planted along the north and south property boundaries of the driveway access onto the lands to a point that intersects with the perpendicular plane of Edwards Drive. In no case shall the hedge block any signage on the Lands from view.

3.8.4 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard, and all landscape construction on the site shall conform to the Canadian Landscape Standard.

3.8.5 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

3.8.6 Prior to issuance of an Occupancy Permit for any Lot 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 on the Lot has been completed in accordance with the terms of this Development Agreement.

3.8.7 Notwithstanding Section 3.8.5 where the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of an Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in

this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Maintenance

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

3.10 Signage

3.10.1 A maximum of one ground sign shall be permitted along the south east side of the lands at the entrance to the development to denote the development name. The maximum height of any such sign inclusive of support structures shall be 3.05 metres (10 feet) and the face area of any sign shall not exceed 4.65 square metres (50 square feet). The only illumination permitted shall be low wattage, shielded exterior fixtures.

3.10.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping. The street frontage area of the Lands shall be topsoiled, sodded and landscaped.

3.10.3 Signs shall only be externally illuminated.

3.11 Screening

3.11.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the driveway and parking areas and abutting residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All design and construction of Municipal service systems shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. Municipal water distribution, sanitary sewer and storm sewer systems shall conform to Halifax Regional Water Commission's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

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 Site Preparation

4.3.1 The Developer shall not commence clearing, excavation or blasting activities required for construction prior to receiving a Development Permit or other permits as applicable.

4.4 Outstanding Site Work

4.4.1 The Municipality may accept securities for the completion of outstanding on-site paving at the time of issuance of the first Occupancy Permit. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed in accordance with the approved engineering plans. Should the Developer not complete the outstanding work within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the outstanding work 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.

4.5 Solid Waste

4.5.1 The multiple unit dwellings shall each include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time.

4.5.2 All refuse and recycling materials shall be contained within the buildings.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Storm Water

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

5.2 Erosion and Sedimentation Control and Grading Plans

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) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
- (a) The granting of an extension to the date of commencement of construction;
 - (b) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4.3 of this Agreement;
 - (c) Changes to the configuration and exterior design treatment of the buildings which in the opinion of the Development Officer do not conform with the Schedules;
 - (d) Changes to the required unit mix;
 - (e) Changes in site layout; and
 - (f) A reduction in the number of parking spaces by up to 20%.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean - installation of the footings and foundation for the proposed building on Lot BX1.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.

7.4. Completion of Development

- 7.4.1 Upon the completion of the whole development, 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 Eastern Passage/Cow Bay as may be amended from time to time.
- 7.4.2 For the purpose of this section, completion of development on the Lands shall mean the issuance of an Occupancy Permit for Building A and Building B.
- 7.4.3 In the event that development on the Lands has not been completed within seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the development of the Lands shall conform with the provisions of the Land Use By-law for Eastern Passage/Cow Bay as may be amended from time to time.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after seven (7) 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
 - (a) Discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty 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: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

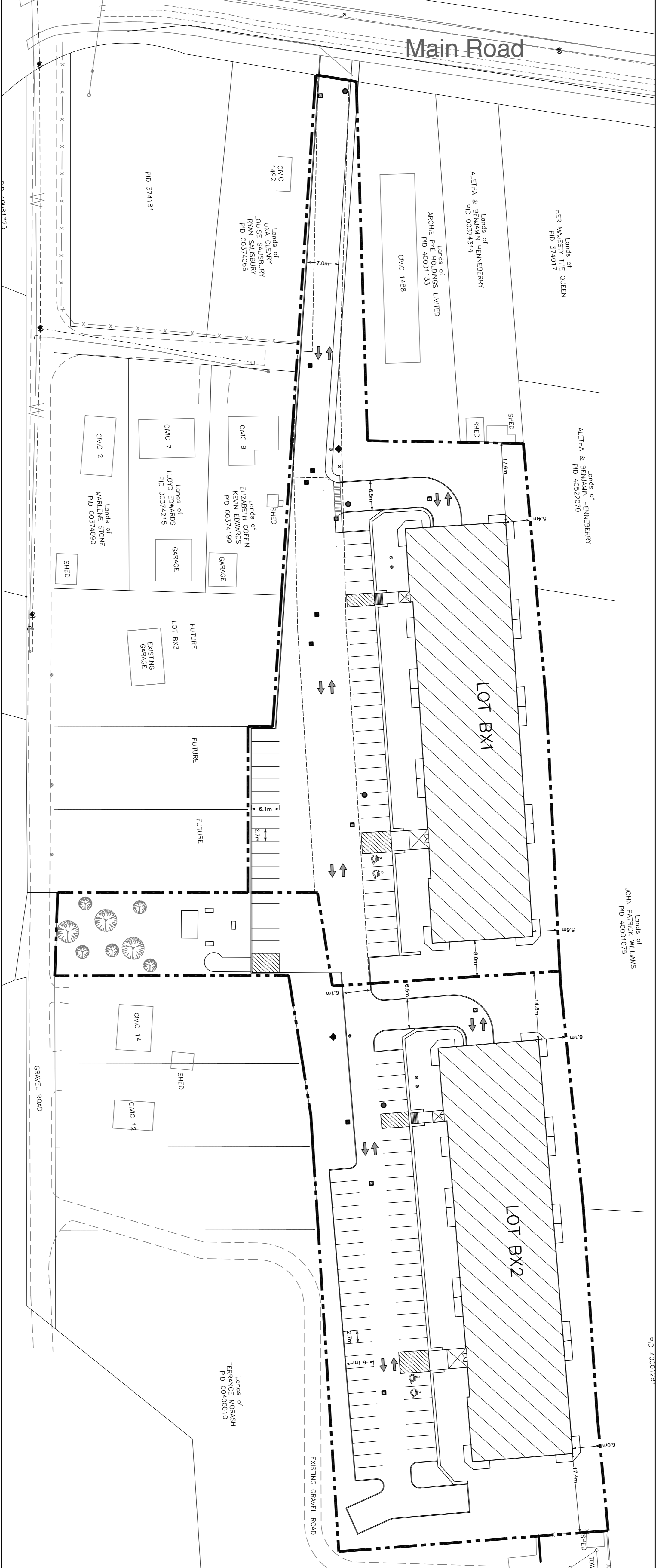
A Commissioner of the Supreme Court
of Nova Scotia



KEYPLAN

LEGEND	
EXISTING	PROPOSED
Gate/Butterfly Valve	Gate/Butterfly Valve
Street Sign	Street Sign
Power Pole/Light Pole	Power Pole/Light Pole
Catchbasin	Catchbasin
Culvert	Culvert
Elevation	Elevation
Hydrant	Hydrant
Property Boundary	Property Boundary
Overhead Line	Overhead Line
Sanitary Manhole & Pipe	Sanitary Manhole & Pipe
Storm Manhole & Pipe	Storm Manhole & Pipe
Watermain	Watermain
Water Service	Water Service
Foreman	Foreman
Underground Conduit	Underground Conduit
Concrete Target Block	Concrete Target Block
Curb and Driveway Cut	Curb and Driveway Cut
Sidewalk	Sidewalk
Street Line	Street Line
Drainage Direction	Drainage Direction
Swale Flow	Swale Flow
Contour Lines	Contour Lines
Gas Line	Gas Line
Tree	Tree
Bottom of Slope	Bottom of Slope
Top of Slope	Top of Slope
Guard Rail	Guard Rail
Silt Fence	Silt Fence

NOTES:
 1. THIS IS NOT A LEGAL BOUNDARY SURVEY. BOUNDARIES SHOWN HERE ARE APPROXIMATE, DERIVED FROM PROPERTY CIVIL ENGINEERING/PLAN OF SURVEY AND FIELD RECONNAISSANCE BY CIVIL ENGINEERING TECHNICIAN. BOUNDARIES ARE SUBJECT TO A LEGAL FIELD SURVEY BY A LICENSED SURVEYOR. THE BOUNDARIES SHOWN HEREIN MAY DIFFER FROM WHAT IS SHOWN HEREIN.



ENGINEERING SERVICES INC
 5209 ST. MARGARET'S BAY RD., SUITE 201
 UPPER TANTALON, NOVA SCOTIA
 TEL. 902-273-3050 FAX. 902-273-3072
 CIVIL@dbinc.ca www.dbinc.ca

EASTERN PASSAGE APARTMENTS
 1490 MAIN ROAD
 PID: 00374652 & 41466160

PROPOSED SITE DEVELOPMENT AGREEMENT PLAN

Date	APRIL 14, 2020	Drawn	JHEMANN	Project No.	
Scale	1:500	Engineer	M/MS/NTN	Plan No.	C99



Gordon Ratcliffe
LANDSCAPE ARCHITECTS
 2055 Route 329, RR #1
 HUBBARDS, NOVA SCOTIA
 CANADA, B0J 1T0
 TEL: (902) 478-3683
 FAX: (902) 857-1108
 gria@eastlink.ca

Project: **EASTERN PASSAGE APARTMENTS**
 1490 MAIN ROAD
 EASTERN PASSAGE, NS

REVISIONS		
1	ISSUED FOR D.A. AMMENDMENT	APR. 27/20
2	REVISED	SEP. 16/20

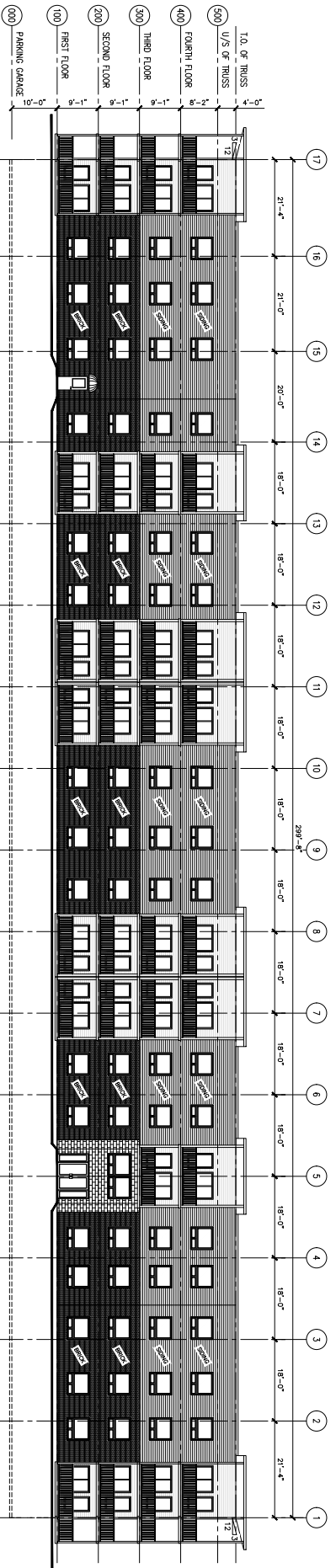
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LANDSCAPE PLAN

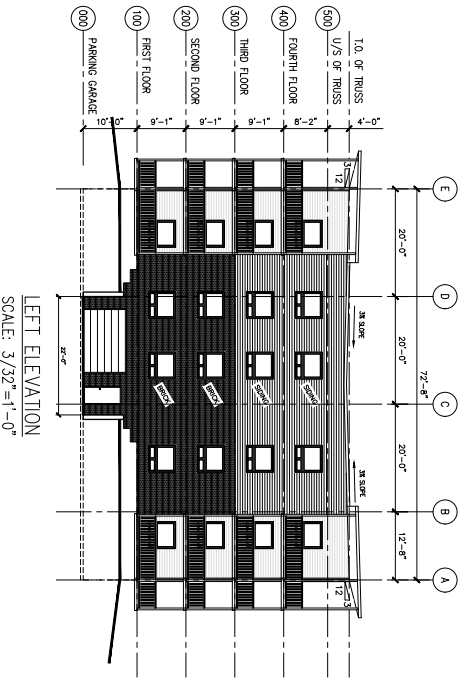
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 Drawn: MDP
 Date: Sept. 16/20

Sheet:
L101

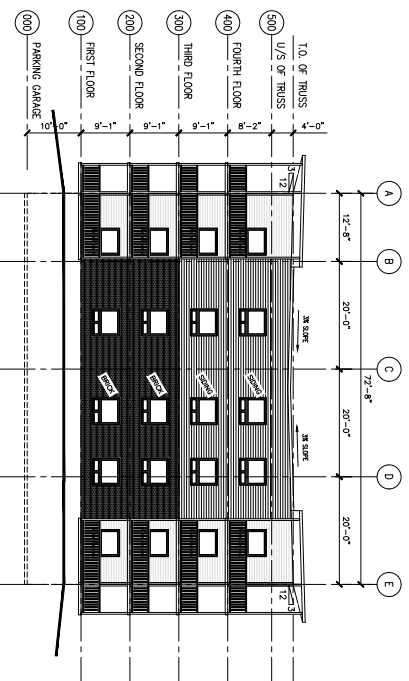
- LEGEND**
- DECIDUOUS TREE
 - CONIFEROUS TREE
 - SHRUBS
 - AREA TO BE SODDED
 - AREA TO BE SEEDED
 - PRIVACY FENCE
 - PROPERTY BOUNDARY



FRONT ELEVATION
SCALE: 3/32"=1'-0"

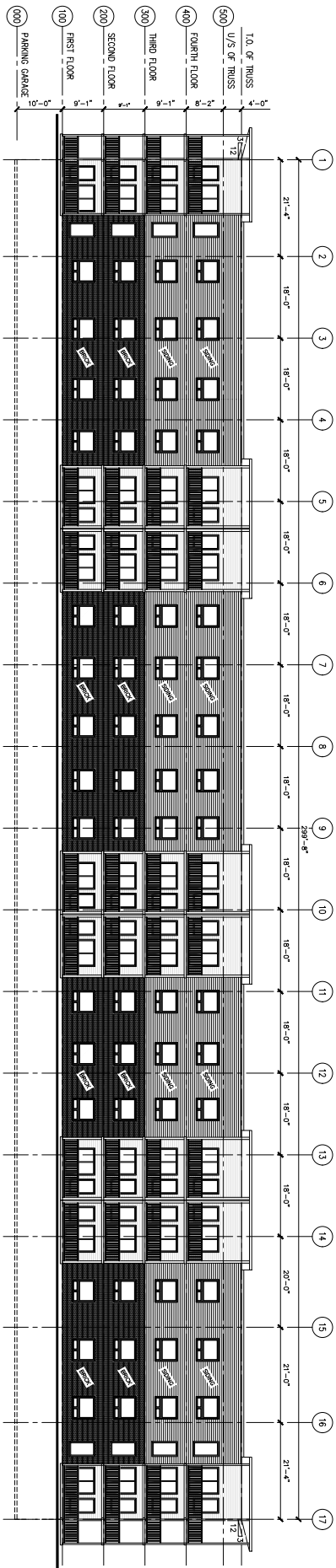


LEFT ELEVATION
SCALE: 3/32"=1'-0"



RIGHT ELEVATION
SCALE: 3/32"=1'-0"

DESIGN NOTES:		CONSULTANT:		CONSULTANT:		SCALE:		DATE:	
PROJECT:		CONSULTANT:		CONSULTANT:		AS NOTED		JULY 26, 2020	
BUILDING A		CONSULTANT:		CONSULTANT:		DRAWN:		ISSUE FOR:	
60 UNIT BUILDING		CONSULTANT:		CONSULTANT:		MB		PERMIT:	
1490 MAIN ROAD, EASTERN PASSAGE, NOVA SCOTIA		CONSULTANT:		CONSULTANT:		SC		CHECKED:	
CLIENT:		CONSULTANT:		CONSULTANT:		PROJECT NO.:		SHEET NO.:	
LOOKOUT INVESTMENTS LTD.		CONSULTANT:		CONSULTANT:		A7		A7	



REAR ELEVATION
SCALE: 3/32" = 1'-0"

DESIGN NOTES:

PROJECT:
BUILDING A
60 UNIT BUILDING
 1490 MAIN ROAD, EASTERN PASSAGE, NOVA SCOTIA

CLIENT:
LOOKOUT INVESTMENTS LTD.

CONSULTANT:

CONSULTANT:

STAMP:

NO.

REVISION

DATE

SHEET TITLE

BUILDING ELEVATION

SCALE:
 AS NOTED

DATE:
 JUL. 25, 2020

DRAWN:
 MB

ISSUE FOR:
 PERMIT

CHECKED:
 SC

SHEET NO.

PROJECT NO.

A8

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Harbour East – Marine Drive Community Council approved this request by resolution at a meeting held on **[INSERT - date]**, referenced as Municipal Case Number 22847;

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

1. The Original Agreement and the First Amending Agreement are hereby discharged as they apply to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Eastern Passage/Cow Bay Land Use By-law, as amended from time to time.

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 Name of Corporation/Business LTD.],

Per: _____

Witness

HALIFAX REGIONAL MUNICIPALITY

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

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

Witness

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

Attachment C: Review of Relevant MPS Policies

EASTERN PASSAGE/COW BAY MUNICIPAL PLANNING STRATEGY	
COMMERCIAL POLICIES	
<p>Policy COM-12:</p> <p>Excluding lands on the harbour side of Main and Shore Roads and those lands fronting on Government Wharf Road, multiple unit dwellings with more than 12 dwelling units shall be considered within the Community Commercial Designation by development agreement. In considering any such agreement, Council shall have regard to the following:</p>	
<p>(a) The lot shall be a minimum lot area of 1,858 square metres (20,000 sq ft);</p>	<p>Both lots on the subject site meet this requirement.</p> <p>Lot areas:</p> <p>PID 00374652: 85, 214 sf PID 41466160: 89, 826 sf</p>
<p>(b) The lot shall have frontage on a public street;</p>	<p>Silvers' Lane and Edwards Drive are both private streets. Main Road is a public street.</p> <p>The subject site was subdivided under the Regional Subdivision By-law and in accordance with Schedule D of the Existing Development Agreement on June 11, 2019. The proposed agreement would not change the lot fabric, servicing, frontage or access to either lot on the subject site.</p>
<p>(c) Access shall be from a public street unless another access is deemed to be acceptable by the Municipal Engineer;</p>	<p>No concerns – the proposed agreement would still require access to be across PID 00374652, which has frontage on a public street (Main Road).</p>
<p>(d) Buildings shall be a maximum height of 4 storeys and a penthouse, where a penthouse is comprised of mechanical equipment or amenity areas and occupies a maximum of 30% of a rooftop area;</p>	<p>The proposal is to remove the approved penthouses from the four-storey buildings and move amenity space to the first floor. The proposed changes to the buildings meet this requirement.</p>
<p>(e) Buildings shall have a minimum setback from interior lot lines a distance that is equal to half the height of the building, exclusive of penthouses, with greater setbacks and the use of measures such as vegetation, fences, and building massing and design to address impacts on adjacent residential uses;</p>	<p>Building placement was approved with the original development agreement and is not proposed to change with the new agreement.</p> <p>Additional information on proposed changes to the preliminary landscaping plan is requested to confirm that landscaping and buffering remains adequate.</p>

(f) Buildings shall be of a design that is complementary to the surrounding area;	No concerns – the overall design of the approved buildings is not proposed to change with this agreement.
(g) There shall be a mixture of dwelling unit types and sizes;	Unit mix is defined in the original development agreement is not proposed to change. This requirement is met. Section 3.3.2 of the Existing Development Agreement requires that a minimum of 32 dwelling units in each building contain two (2) or three (3) bedrooms.
(h) There shall be a maximum density of 36 units per acre;	Approved density of 30 units per acre meets this requirement and is not proposed to change with this agreement.
(i) There shall be sufficient parking for residents and other uses and the majority of such parking shall be below-grade;	Approved parking meets this requirement and is not proposed to change with this agreement. 187 parking spaces will be provided for 120 units, with 102 spaces (52%) required to be below-grade.
(j) Areas that are not occupied by buildings or parking shall be comprised of landscaping;	Additional information regarding proposed changes to landscaping required prior to community engagement. See below for additional information.
(k) There shall be sufficient common landscaped open space and amenity areas;	Additional information regarding proposed changes to landscaping required prior to community engagement. See below for additional information.
(l) Properties that are within the vicinity of the intersection of Main Road, Shore Road, and Cow Bay Road, with sufficient frontage on these roads, shall have buildings with ground floor commercial uses that are consistent with the character of this area, including having buildings situated close to an oriented to these roads, and in such instances consideration shall be given to reducing the setback provisions of (e); and	Not applicable – subject site has only 30 feet of frontage on Main Road.
(m) The provisions of Policy IM-11.	See below.

EASTERN PASSAGE/COW BAY MUNICIPAL PLANNING STRATEGY

INTERPRETATION POLICIES

Policy IM-11: In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of	
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<p>this planning strategy, Council shall have appropriate regard to the following matters:</p>	
<p>(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;</p>	<p>Additional information regarding landscaping is required prior to confirming that the proposal is in conformity with the intent of the Eastern Passage/Cow Bay Municipal Planning Strategy.</p>
<p>(b) that the proposal is not premature or inappropriate by reason of:</p>	
<p>(i) the financial capability of the Municipality to absorb any costs relating to the development;</p>	<p>No concerns – proposed agreement is not anticipated to generate any costs for HRM.</p>
<p>(ii) the adequacy of sewerage and water services;</p>	<p>See comments from Halifax Water, below.</p>
<p>(iii) the adequacy or proximity of school, recreation or other community facilities;</p>	<p>The Halifax Regional Centre for Education is mandated to provide primary – grade 12 education, regardless of capacity at neighbourhood schools. Staff have no particular concerns regarding capacity at the neighbourhood schools in the subject area. Neighbourhood schools include the following:</p> <p>English education:</p> <ul style="list-style-type: none"> - Grades PP-3 Tallahassee Community Elementary School - Grades 4-5 Seaside Elementary School Junior - Grades 6-8 Eastern Passage Education Centre Senior - Grades 9-12 Island View High School <p>Early Immersion:</p> <ul style="list-style-type: none"> - Grades PP-3 Tallahassee Community Elementary School - Grades 4-5 Seaside Elementary School - Grades 6-8 Eastern Passage Education Centre - Grades 9-12 Island View High School <p>Late Immersion:</p> <ul style="list-style-type: none"> - Grades 6-8 Eastern Passage Education Centre - Grades 9-12 Island View High School <p>Recreation, social and cultural amenities in the area of the subject site include the following:</p> <ul style="list-style-type: none"> - MacCormacks Beach Provincial Park - Shearwater Flyer Trail - Smelt Brook Park - Tallahassee Recreation Centre - Woodside Area Regional Park
<p>(iv) the adequacy of road networks leading or adjacent to or within the development; and</p>	<p>See comments from HRM Traffic Management, below.</p>

(v) the potential for damage to or for destruction of designated historic buildings and sites.	No concerns – there are no designated historic buildings or sites close to the subject site.
(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) type of use;	No concerns – use was approved with original development agreement and is not proposed to change.
(ii) height, bulk and lot coverage of any proposed building;	No concerns – proposal is to remove the approved penthouse from the buildings thereby reducing their overall height and further decreasing any likelihood of conflict. Lot coverage and bulk were approved with the original development agreement and are not proposed to change.
(iii) traffic generation, access to and egress from the site, and parking;	See comments from HRM Traffic Management below.
(iv) open storage;	No open storage is proposed.
(v) signs; and	Signage approved in the original development agreement is not proposed to change.
(vi) any other relevant matter of planning concern.	No other concerns were identified.
(d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.	No concerns – the subject site is relatively flat and grade is not significant.
(e) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy IC-6”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS.	Not applicable – the subject site is not located in a holding zone.

Attachment D: Permitted Uses in the C-2 (General Business) Zone – Eastern Passage/Cow Bay Land Use By-law

The following uses are permitted by-right in the C-2 Zone:

<u>Commercial Uses</u>		<u>Residential Uses</u>
<ul style="list-style-type: none"> • Retail Stores 	<ul style="list-style-type: none"> • Service stations 	<ul style="list-style-type: none"> • Single unit dwellings
<ul style="list-style-type: none"> • Art galleries, studios and workshops 	<ul style="list-style-type: none"> • Re-cycling depots 	<ul style="list-style-type: none"> • Two-unit dwellings
<ul style="list-style-type: none"> • Food, grocery and variety stores • Service and personal service shops 	<ul style="list-style-type: none"> • Motels, inns, bed & breakfast establishments, and tourist cottage developments 	<ul style="list-style-type: none"> • Townhouse dwellings
<ul style="list-style-type: none"> • Offices 	<ul style="list-style-type: none"> • Day care facilities 	<ul style="list-style-type: none"> • Multiple unit dwellings up to a maximum of twelve (12) units including apartments
<ul style="list-style-type: none"> • Commercial schools 	<ul style="list-style-type: none"> • Display courts 	<ul style="list-style-type: none"> • Boarding and rooming houses
<ul style="list-style-type: none"> • Banks and other financial institutions 	<ul style="list-style-type: none"> • Shopping Plazas and Malls 	<ul style="list-style-type: none"> • Home business uses in conjunction with permitted dwellings
<ul style="list-style-type: none"> • Restaurants, drive-ins, take-out restaurants, outdoor cafe and tea rooms 	<ul style="list-style-type: none"> • Fish markets 	<p><u>Community Uses</u></p>
<ul style="list-style-type: none"> • Entertainment uses to a maximum of 1600 square feet of floor area devoted to public use 	<ul style="list-style-type: none"> • Tourist information centres 	<ul style="list-style-type: none"> • Institutional uses
<ul style="list-style-type: none"> • Theatres and cinemas 	<ul style="list-style-type: none"> • Dwelling units located in the same building as commercial shall not to exceed 50% of the gross floor area and not to be located fronting on a street on the first floor 	<ul style="list-style-type: none"> • Open space uses
<ul style="list-style-type: none"> • Funeral parlours 	<ul style="list-style-type: none"> • Boat charter service 	
<ul style="list-style-type: none"> • Veterinary hospitals and kennels 	<ul style="list-style-type: none"> • Boat or yacht club 	

<ul style="list-style-type: none">• Taxi and bus depots	<ul style="list-style-type: none">• Marina	
<ul style="list-style-type: none">• Parking lots	<ul style="list-style-type: none">• Small Scale Fishing Operations	