



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 13.1.1
Harbour East-Marine Drive Community Council
August 4, 2016

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

SUBMITTED BY: Original Signed

Bob Bjerke, Chief Planner and Director of Planning and Development

DATE: July 7, 2016

SUBJECT: **Case 19426: Development Agreement – 1095 and 1101 Cole Harbour Road, Cole Harbour**

ORIGIN

Application by Kenting Properties Inc.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality 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 of this report, to permit the development of a 4 storey 48 unit multiple unit building and 2 commercial buildings at 1095 and 1101 Cole Harbour Road, Cole Harbour 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 of this report; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, which is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Kenting Properties Inc. is applying to develop a 4 storey residential building and 2 commercial buildings on the northern side of Cole Harbour Road, Cole Harbour (Maps 1 and 2). This proposal cannot be considered under existing zoning established in the Land Use By-law (LUB) for Cole Harbour/Westphal. As such, the applicant is seeking Council's approval to enable consideration of their proposal through a development agreement.

| | |
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| Subject Site | 1095 and 1101 Cole Harbour Road |
| Location | Northern side of Cole Harbour Road (Map 1) |
| Regional Plan Designation | Urban Settlement under the Regional MPS |
| Community Plan Designation (Map 1) | Community Commercial in the Cole Harbour/Westphal MPS |
| Zoning (Map 2) | C-2 (General Business) in the Cole Harbour/Westphal LUB |
| Size of Site | 10,422.96 square metres (2.58 acres) |
| Street Frontage | 91.44 metres (300 feet) along Cole Harbour Road |
| Site Conditions | Developed with moderate slope at north side of site that is naturally vegetated |
| Current Use of Subject Property | 2 existing single unit dwellings |
| Surrounding Uses | The surrounding area is comprised of a mix of residential and commercial uses. Surrounding land uses include: <ul style="list-style-type: none"> • South – commercial facing onto Cole Harbour Road backed against semi-detached dwellings on Armbro Lane; • West – commercial facing onto Cole Harbour Road with mix of semi-detached and single detached dwellings on Comfort Lane and Beaufort Drive behind them; • North - semi-detached dwellings beside the subject site on Silistria Drive; and • East - low rise apartments and semi-detached dwellings bound by Leacock Court. |

Proposal

The applicant wishes to demolish the existing dwellings on the subject site and develop a 4 storey residential building and two commercial buildings. Features of the proposed development include the following:

- 48 residential units in a single building at the northern end of the site;
- Amenity space for the residents of the residential building;
- Underground parking spaces for the residential building with surface parking provided for the commercial uses;
- 5,000 square feet 1 storey commercial building with drive-in and take-out restaurant in the southwest corner of the site; and
- 10,000 square feet 2 storey commercial building with drive-in in the southeast corner of the site.

The number of units within the proposed multiple unit building, the square footage of the larger 2 storey commercial building and the drive-ins do not comply with the LUB. The applicant has indicated that they believe the proposed residential and commercial buildings are both suitable for the site and its

surroundings as the area is envisioned for commercial development along both sides of Cole Harbour Road sharing rear lot lines with residential developments. Therefore, the applicant is requesting a development agreement to enable the proposed larger commercial building and multiple unit dwelling and drive-ins, ensuring the size of the use is appropriate, adequate separation distance is maintained from existing residential and that buffering is provided between residential and commercial uses.

Existing Planning Policy and Zoning Context

The Community Commercial designation is intended to recognize and protect the character of existing residential neighbourhoods that share rear property lines with commercial development fronting along Cole Harbour Road. Low density housing types such as single and two unit dwellings, small scale townhouses and multiple unit dwellings are encouraged throughout the neighbourhoods. In addition, proposals for larger scale commercial and multiple unit residential developments may be considered by development agreement subject to specific policies and provisions that are identified in the MPS and LUB.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area, and a Public Information Meeting (PIM) held on November 5, 2015. Attachment B contains a copy of the minutes from the meeting. The public comments received include the following topics:

- Traffic flow from proposed development on to Cole Harbour Road will create traffic queues at access points and intersections;
- Closeness of underground parking/rooftop garden to private property;
- People taking short cuts to Silistra Drive should be stopped;
- Importance of keeping existing trees;
- Fence around property so residents from proposal aren't short cutting through surrounding properties;
- Drive "thru" too small for amount of business wanting to use this service; and
- Garbage pickup a traffic/safety issue when done during business hours.

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

The proposed amendments will potentially impact the following stakeholders: local residents and property owners, community or neighbourhood organizations, and business and professional associations.

DISCUSSION

Staff has 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:

- Landscaping plan to be prepared by landscape architect;

- Wooden fence 6 feet in height around whole site and includes closing off the service easement to eliminate access onto Silistria Drive;
- All building facades to be treated with same materials and quality as primary façade;
- Future subdivision of the lands permitted in accordance with Regional Subdivision By-law;
- Permits 3 ground signs and directional signage but no temporary signs;
- Non-substantive amendment to make changes to building location and layout; and
- Non-substantive amendment to change architectural design if it does not conform.

The attached development agreement will permit the multi-unit residential building, 2 drive-thru's, and 2 commercial buildings 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.

Rationale for Development Agreement

In this particular case, staff has determined that there is merit in proceeding with a development agreement for the site for the following reasons:

- The subject site is situated in an area with a mix of residential types that are near to employment and transit, making it appropriate for medium density residential redevelopment and urban intensification;
- The requirements in Policies CC-3, CC-4 and CC-6 regarding limited traffic impacts, building siting, exterior finishes and buffered separation assist in achieving compatibility with the adjacent residential uses; and
- The development agreement provides a mechanism to ensure a higher quality building and site design, quality materials and vegetation retention.

Residential Building Design, Height and Massing

The design is a 4 storey building that is formally located at the end of the centre driveway. Policy CC-4 allows for multiple unit buildings beyond 12 units that may be considered by development agreement where the proposal gives regard to specific guidelines. This adherence to policy is achieved in the proposed development given the following:

- This proposal will be a quality building that conserves the vegetated areas of the site and provides amenity space through landscape requirements and landscaping plan;
- The façade is designed as a mix of architectural references, including proportions, materials and windows, that reflect nearby houses and multiple unit buildings; and
- The proposed development agreement requires that the same façade treatment be applied on all sides of the buildings so that the same quality materials and colours are ensured.

Commercial Building Site Design, Height

The proposal is for 2 commercial buildings, one being a 1-storey drive-in with take out restaurant and the other a 2 storey with drive-in service having 10,000 square feet, both of which are sited in close proximity to Cole Harbour Road. Policy CC-3 allows commercial buildings beyond 10,000 square feet and Policy CC-6 allows drive-ins and take-out restaurants that may be considered by development agreement where the proposal gives regard to specific guidelines. This is achieved with the following:

- The commercial developments will be quality buildings that integrate into the existing context through landscape requirements and drive-ins that have limited interaction with parking areas;
- Site design provisions and landscape architecture design responses from the required landscape plan; and
- The proposed development agreement requires that the same façade treatment be applied on all sides of the buildings so that the same quality materials and colours are ensured.

Compatibility

The density, scale, height, building materials and architectural character of the surrounding buildings were factors taken into consideration in assessing the compatibility of this proposal along with pedestrian linkages, landscaping and traffic implications. Parking for the residential building is provided underground (72 spaces) along with minimal surface parking (9 spaces to serve visitors) located within the forecourt.

The proposed 4 storey building has a street setback and building separation distances greater than existing surrounding buildings that visually minimize the additional 2 storeys in height beyond what is typical in the area. This minimized perception of height in combination with an articulated facade and effective use of individual windows contributes to visually reducing the bulk of the proposed building. The use of individual windows interspersed with solid wall refers to the scale and verticality of windows in the surrounding buildings and relates the scale and character of the proposed building to the existing buildings. The proposed building represents an appropriate development in relation to its surroundings.

Housing Type Mix

The residential building permitted under the proposed development agreement provides a total of 48 dwelling units. The building provides a dwelling unit type mix of 15 one-bedroom, 20 two-bedroom and 6 three-bedroom units. The proposed development agreement allows the Development Officer to vary the number of unit types by up to 10 percent of the total number of units.

Landscaping and Amenity Spaces

The proposed development agreement requires a landscape design to be prepared by a landscape architect for the subject site. Requirements in the proposed agreement provide specific design guidelines for landscape architectural design treatment of private landscaped amenity space, pedestrian connections to the building, the underground parking access and landscaped areas adjacent the buildings. All plant materials used in landscaping the subject site are required to meet industry standards and a maintenance clause ensures that the site is kept in a state of quality and good repair.

Traffic Impact and Access

A Traffic Impact Study (TIS) submitted in support of the application concludes that traffic from the proposed development can be accommodated locally as the number of trips generated per day is moderate. Vehicle trips generated by the site are not expected to have any significant impact to the performance of adjacent streets, nearby intersections or the regional street network. Staff concurs with the conclusion and recommendation of the study.

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. Controls are placed on the scale, setbacks, landscaping and land uses of the proposal through a development agreement that result in a positive contribution to the streetscape and neighbourhood. 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 agreement can be carried out within the approved 2016/17 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. Such amendments are at the discretion of Regional Council and are not subject to appeal to the Nova Scotia Utility and Review Board. Other information about the risks and other implications of adopting the amendments are contained within the Discussion section of this report. The application also includes a proposed development agreement that is to be considered by Harbour East-Marine Drive Community Council, pending approval of the Municipal Planning Strategy amendments. The development may be the subject of an appeal to the Nova Scotia Utility and Review Board.

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

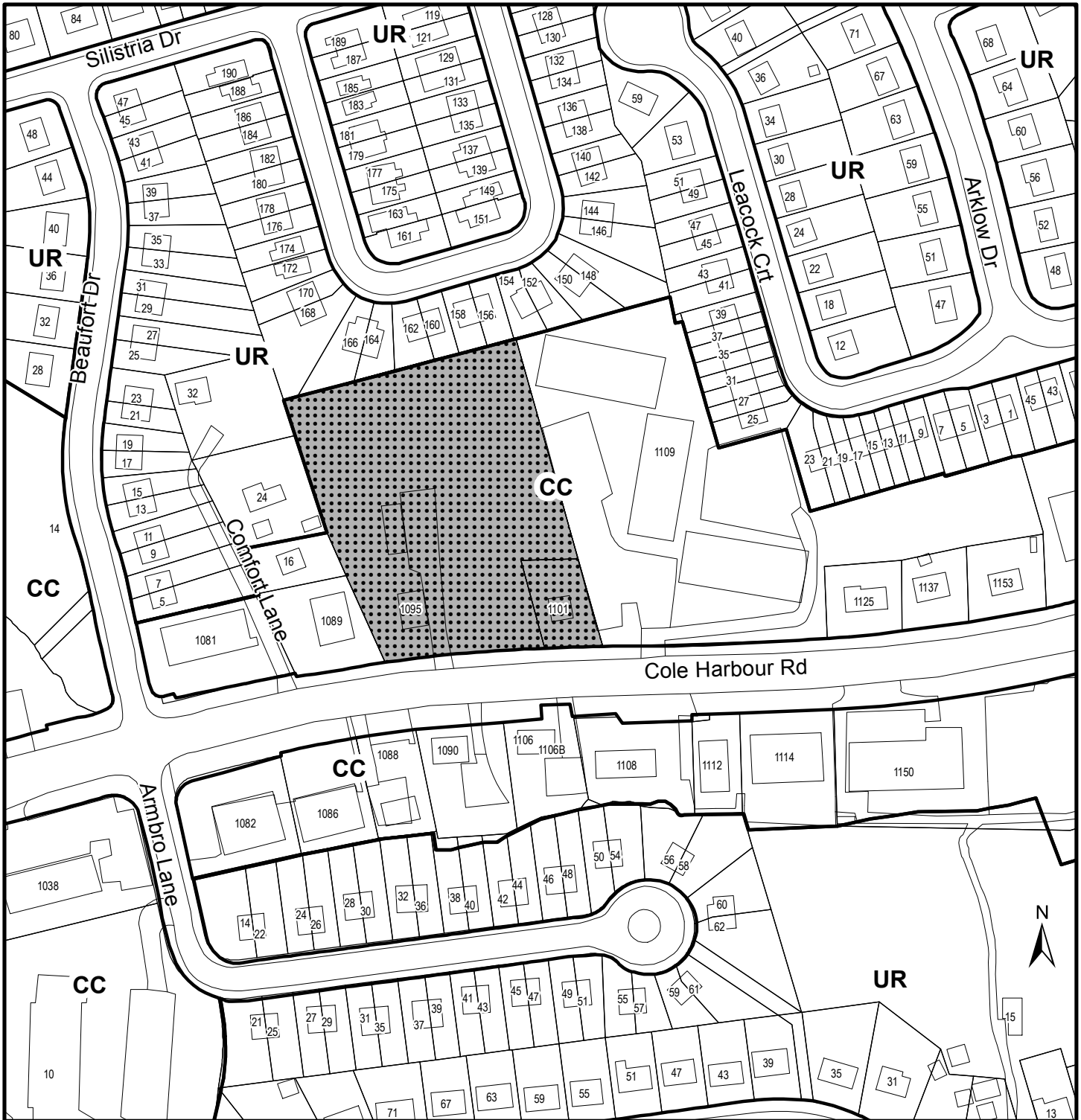
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|--------------|---|
| Map 1 | Generalized Future Land Use |
| Map 2 | Zoning and Notification |
| Attachment A | Proposed Development Agreement |
| Attachment B | PIM Minutes of November 5, 2015 |
| Attachment C | Cole Harbour/Westphal Municipal Planning Strategy Policy Evaluation |

A copy of this report may 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 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Darrell Joudrey, Planner II, 902.490.4181

Original Signed


Report Approved by: Kelly Denty, Manager, Current Planning, 902.490.4800



Map 1 - Generalized Future Land Use

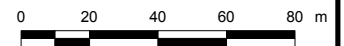
1095 and 1101 Cole Harbour Road,
Cole Harbour

HALIFAX

 Area of Proposed
Development Agreement

Designation

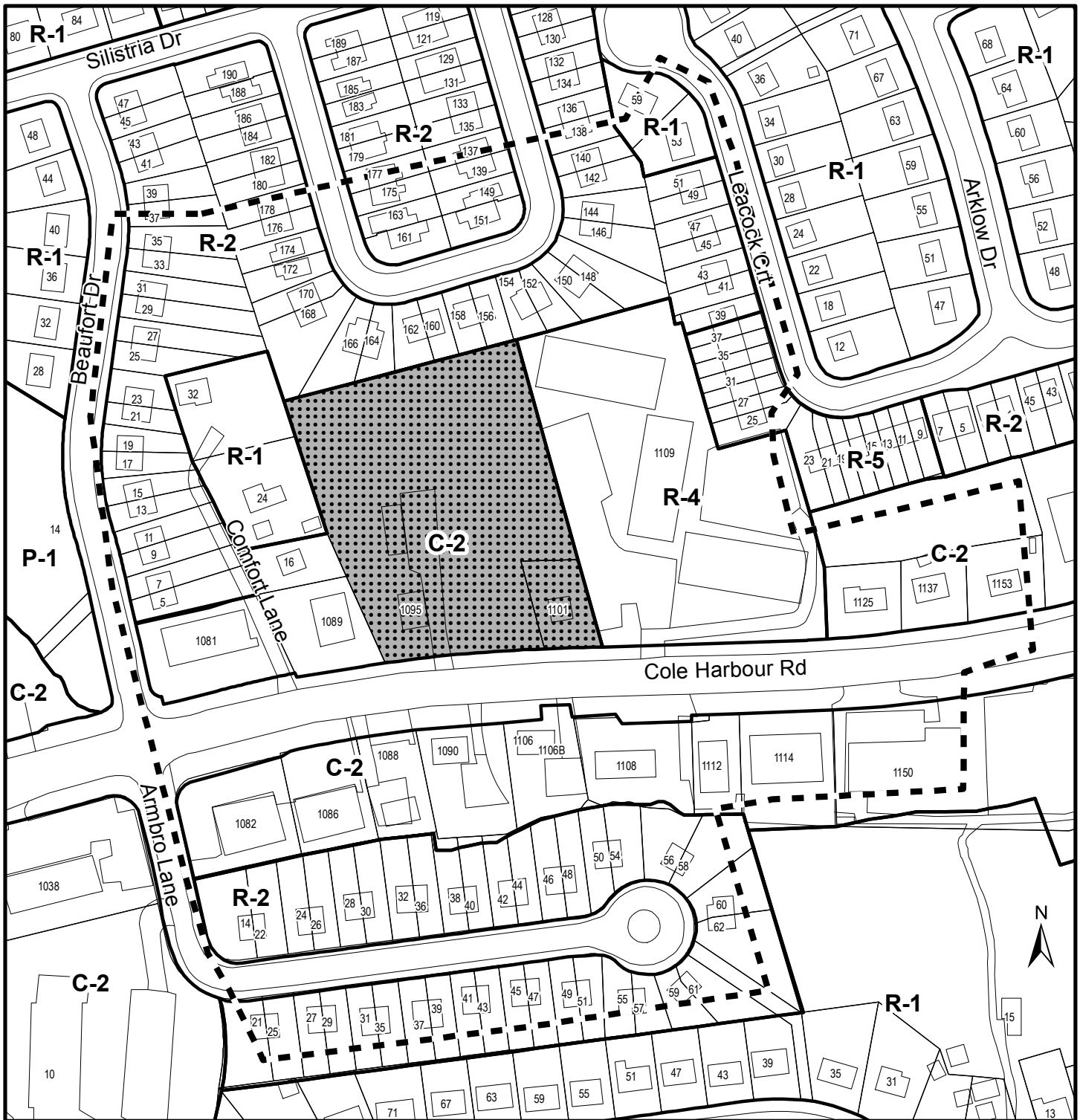
UR Urban Residential
CC Community Commercial



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

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


Cole Harbour/Westphal
Plan Area




Map 2 - Zoning and Notification

1095 and 1101 Cole Harbour Road,
Cole Harbour

HALIFAX

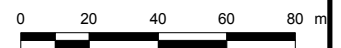
 Area of Proposed Development Agreement

 Area of notification

Cole Harbour/Westphal
Plan Area

Zone

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-4 Multiple Unit Dwelling
- C-2 General Business
- P-1 Open Space



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 DEVELOPER NAME]

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1095 and 1101 Cole Harbour 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 a residential 4 storey 48 dwelling unit multiple unit building and two commercial buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies CC-3, CC-4 and CC-6 of the Cole Harbour/Westphal Municipal Planning Strategy;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality, approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 19426;

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 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 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

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 Regional Subdivision By-law, if not defined in these documents their customary meaning shall apply.

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 to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 19426:

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

| | |
|-------------|--------------------------------------|
| Schedule B1 | Site Plan Details |
| Schedule C | Multiple Unit Building Elevations |
| Schedule C1 | Multiple Unit Building Elevations |
| Schedule C2 | Multiple Unit Building Parking Level |
| Schedule D | Commercial Building 2A Elevations |
| Schedule E | Commercial Building 2b Elevations |

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of any Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A Landscaping Plan in accordance with Section 3.8 of this Agreement;
- (b) A Lighting Plan in accordance with Section 3.7 of this Agreement; and
- (c) A Site Grading Plan prepared by a Professional Engineer and acceptable to the Development Engineer in Accordance with Section 5.1 of this Agreement.

3.2.2 Prior to the issuance of any Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by 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 (a full member of the Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in Section 3.8 of this Agreement. The Development Officer may request further information in the Landscape Plan if it is found not satisfactory.

3.2.3 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 generally illustrated on the Schedules, being the following:

- (a) A residential multiple unit building, shown as Building 1 on Schedule B, with a maximum of 48 dwelling units, not exceeding a height of 4 storeys on a raised podium, with basement level parking below and having a building footprint of 24,700 square feet;
- (b) A commercial building, shown as Building 2A on Schedules B, B1 and D, not exceeding a height of 1 storey and having 5000 square feet of ground floor commercial retail with drive in use;
- (c) A commercial building, shown as Building 2B on Schedules B, B1 and E, not exceeding a height of 2 stories and having 5000 square feet of ground floor commercial use with provision for drive in use; and 5000 square feet of second floor commercial use.

3.3.2 The Developer shall be permitted to vary the total number of units in the residential building by 10

percent.

- 3.3.3 Unless otherwise stated in this Agreement, development of the Lands shall conform to the applicable provisions of the Cole Harbour/Westphal Land Use By-law as amended from time to time.

3.4 Siting and Architectural Requirements

- 3.4.1 The buildings shall be located and oriented as generally illustrated on Schedules B and B1 inclusive of this Agreement.
- 3.4.2 The Developer agrees that the design, form, and exterior materials of the buildings shall, in the opinion of the Development Officer, conform to the Building Elevations included with this Agreement as Schedules C through E.
- 3.4.3 All façades facing onto Cole Harbour Road shall be designed and detailed as primary façades. Further, detailed architectural treatment shall be continued around all sides of the buildings as identified on the Schedules.
- 3.4.4 Any exposed foundation in excess of two (2) feet in height and a minimum of ten (10) square feet in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer. Larger areas of exposed foundation shall be given design consideration in the Landscape Plan as per Section 3.8 of this Agreement.
- 3.4.5 All vents, down spouts, flashing, electrical conduits, metres, service connections and other functional elements shall be treated as integral parts of the building design. Where appropriate these elements shall match the colour of the adjacent surface, except where used expressly as an accent.
- 3.4.6 The buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Cole Harbour Road or adjacent residential properties. Furthermore, mechanical equipment or exhaust fans shall be surrounded by opaque screening as an integral part of the building design. This shall exclude individual residential mechanical systems.
- 3.4.7 Storefronts on the ground floor of Buildings 2A and 2B shall be visually unified through the use of complementary forms, materials and colours. Awnings and similar devices shall be permitted to provide shelter, shade and encourage pedestrian movement.
- 3.4.8 Refuse containers for five (5) stream waste sorting shall be located inside the multiple unit building and the refuse containers for five (5) stream sorting for the commercial buildings shall be proximate the buildings as shown on Schedule B and B1 and shall be fully screened from adjacent streets by means of opaque fencing or masonry walls with view obstructing landscaping.

3.5 Subdivision of the Lands

- 3.5.1 Subdivision applications shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law and subdivision approval shall be granted subject to and in accordance with the following conditions:
- (a) The lots shall meet the frontage and lot area requirements of the Regional Subdivision By-law;
 - (b) Subdivision shall be limited to three (3) lots; and
 - (c) Parkland dedication or cash-in-lieu shall be required.

3.5.2 The Municipality shall not issue a Development Permit for the Building unless the Developer has received design approval for installation of primary and secondary services as well as a Services Agreement with Halifax Water.

3.6 Parking, Circulation and Access

3.6.1 Surface parking areas shall be sited as generally shown on the Schedules. All parking required for the multiple-unit building shall be provided underground.

3.6.2 The underground parking area shall provide a minimum of 72 spaces as shown on Schedule C2.

3.6.3 The surface parking area shall provide a minimum of 9 spaces as shown on Schedules B and B1. Surface parking areas shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and shall be surrounded by concrete curbing.

3.7 Outdoor Lighting

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

3.7.2 Further to Subsection 3.7.1, prior to the issuance of a Development Permit, a qualified professional 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 illuminating devices, fixtures, lamps, supports, and other devices.

3.7.3 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 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and the Urban Forest Master Plan and generally conforms with the overall intentions of the preliminary landscape features shown on Schedule B and B1. The Landscaping Plan shall be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects) and comply with all provisions of this section.

3.8.2 Occupancy Permits shall not be issued for the Buildings until the Developer shall submit to the Development Officer a letter, prepared by a member of the Canadian Society of Landscape Architects, certifying that all landscape design has been completed in accordance with this Agreement.

3.8.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications in the opinion of the Landscape Architect that prepares the Plan required pursuant to subsection 3.8.1.

- 3.8.4 All portions of the Lands not used for structures, parking areas, driveways, curbing, or walkways shall be landscaped except for areas where natural vegetative cover is maintained. Landscaping shall be deemed to include grass, mulch, decorative stone or water features, planting beds, trees, bushes, shrubs or other plant material or decorative element deemed acceptable by the Development Officer.
- 3.8.5 The Landscape Plan shall include the location, spacing and species of any vegetation. The Developer shall maintain all landscaping, shrubs, plants, flower beds and trees and shall replace any damaged, dead or removed stock.
- 3.8.6 Specifications for all constructed landscaping elements such as fencing, retaining walls, pergolas, five (5) stream waste disposal facilities, benches, and lighting shall be provided to the Development Officer, and shall describe their design, construction, specifications, hard surface areas, materials and placement.
- 3.8.7 The Landscape Plan shall provide details of all ground level open spaces, sidewalks, medians and courtyards as shown on the attached Schedules. The Plan shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features.
- 3.8.8 Retaining walls shall be permitted on private property only, unless otherwise approved by the Development Engineer, and any retaining wall shall be constructed of a decorative precast concrete or modular stone retaining wall system or an acceptable equivalent in the opinion of the Development Officer.
- 3.8.9 Details of any retaining wall systems that exceed a height of three (3) feet shall be identified, including the height and type of any fencing proposed in conjunction with it. A construction detail of any wall and fence combination shall be provided and certified by a Professional Engineer.
- 3.8.10 The Landscape Plan shall provide a detailed specific design to mitigate the visual impact of the underground parking. Any design response shall not interfere with onsite traffic patterns.
- 3.8.11 Planting materials shall be carefully selected for their ability to survive in their specific location relative to such factors including, but not limited to, sunlight/shade conditions, or rooftop and sea exposure conditions.
- 3.8.12 The lands shall be surrounded by a solid wooden board fence six (6 feet) in height excluding the Cole Harbour Road frontage. The landscape plan shall provide for random visually interesting naturalistic plantings to relieve the visual impact of the fence.
- 3.8.13 Landscaped Parking Roof Slab:
- (a) The landscape plan shall provide detailed design for a private landscaped area on the parking roof slab of the multiple unit building as generally illustrated on Schedules B, C and C1;
 - (b) The landscaping and design for the private landscaped area shall conform to the requirements of Section 3.8 of this Agreement and shall be included on the Site Grading Plan required pursuant to section 5.1.; and
 - (c) The design of the private landscaped area shall provide safe physical connections to the lands surrounding the parking roof slab that allow for spill over amenity space as well as a strong visual connection.
- 3.8.14 Landscaping of Shared Driveway/Internal Road:

- (a) The Shared Driveway/Internal Road shall be formally landscaped with street trees and street lighting and shall continue to the west and to the east of the multiple unit building parking lot along the south edge as generally illustrated on Schedule B;
- (b) The Shared Driveway/Internal Road shall have a pedestrian sidewalk, beginning at Cole Harbour Road, on each side leading to the multiple unit building with pedestrian scale lighting and seating. Where the sidewalk abuts the outside seating /eating area of commercial building 2A the landscape plan shall ensure a safe physical connection that allows for spill over activity;
- (c) The egress at the west side of the lands and the ingress/egress at the eastern side of the lands shall be less formally landscaped than the Shared Driveway/Internal Road; and
- (d) Where the above sidewalks intersect with parking lot aisles the landscape plan shall provide safe physical connections and adequate lighting.

3.8.15 Notwithstanding section 3.8.2, where the weather and the time of year do not allow the completion of outstanding landscape works at the time of issuance of the Occupancy Permits for the Building, 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 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

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, de-icing of walkways and driveways.

3.10 Signs

3.10.1 Signage shall conform to the following requirements:

- (a) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
- (b) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands;
- (c) Minor directional ground and fascia signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes are permitted on the Lands;
- (d) A maximum of three (3) permanent ground signs shall be permitted on the Lands to denote the development's names of the multiple unit building and the two commercial

buildings. The location of such signs shall require the approval of the Development Officer in consultation with the Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 6 (six) feet and the face area of any sign shall not exceed 50 square feet. All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low-wattage shielded external fixtures.

- (d) Commercial signage for the businesses located on the Lands shall comply with the commercial sign provisions of the Cole Harbour/Westphal Land Use By-law.

3.10.2 Temporary signs under the Temporary Sign By-law are not permitted.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

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 Other Approvals

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 sanitary sewer system, water supply system, stormwater, sewer and drainage systems, streets, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-laws.

4.4 Municipal Water Distribution, Sanitary Sewer and Storm Sewer Systems

The Municipal water distribution, sanitary sewer and storm sewer systems shall conform with Halifax Water's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

4.5 Solid Waste Facilities

4.5.1 Each building shall provide designated space for five (5) stream source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources as per By-law S-600.

4.5.2 Refuse containers and waste compactors shall be screened from public view by means of opaque fencing or masonry walls with view obstructing landscaping.

4.6 Private Infrastructure

All private services and infrastructure located on the Lands, including but not limited to the private circulation driveway(s), laterals for water and sewer, and any private stormwater pipes or

collection systems, shall be owned, operated and maintained by the Developer. Furthermore, the Municipality shall not assume ownership of any of the private infrastructure or service systems constructed on the Lands.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Site Grading Plan and Stormwater Management

No Development Permit shall be issued unless a Site Grading Plan, prepared by a qualified Professional Engineer in accordance with the Municipal Design Guidelines, is submitted to the Municipality. The plan(s) shall identify stormwater management measures to minimize any adverse impacts on adjacent lands or stormwater drainage systems during and after construction.

5.2 Erosion and Sedimentation Control Plan

Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply 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 site until the requirements of this clause have been met and implemented.

5.3 Erosion Control

No Occupancy Permit shall be issued unless a Professional Engineer certifies that the entire lot is stabilized in accordance with all applicable standards and regulations of the Province of Nova Scotia and with the terms of this Agreement. Any temporary stabilization of the Lands shall be replaced with final landscaping within six (6) months of the issuance of the Occupancy Permit. If final landscaping cannot be completed due to seasonal conditions then the owner of the Lands shall be responsible for ensuring that any temporary stabilization materials are replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.

5.4 Stormwater Management System

The Developer agrees to construct, at its own expense, the Stormwater Management System associated with the proposed development. The Developer shall provide certification from a Professional Engineer that the system has been constructed in accordance with the approved design. 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.

5.5 Failure to Conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the requirements set out under Part 5 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Officer, in consultation with the Development Engineer, to ensure compliance with the environmental protection plans.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:

- (a) Changes to the location and layout of buildings as illustrated on Schedule B;

- (b) Changes to the architectural design of the buildings which, in the opinion of the Development Officer, do not conform with the Schedules C to E inclusive;
- (c) Changes to the location of the access to the proposed basement level underground parking as illustrated on Schedules B, C and C2;
- (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (e) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

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

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 and Extension of Commencement Date

- 7.3.1 In the event that construction 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 Cole Harbour/Westphal 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 one of the commercial buildings.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least 60 calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development and Discharge of Agreement

- 7.4.1 If the Developer fails to complete the development after eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration 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.

7.4.2 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 Cole Harbour/Westphal Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 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.

8.2 Failure to Comply

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 defense 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

Attachment B: PIM Minutes of November 5, 2015

**HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 19426**

**Thursday, November 5, 2015
7:00 p.m.**

Cole Harbour Place (Westphal Room), 51 Forest Hills Parkway, Dartmouth, NS

STAFF IN

ATTENDANCE: Darrell Joudrey, Planner, HRM Development Approvals
Holly Kent, Planning Technician, HRM Development Approvals
Tara Couvrette, Planning Controller, HRM Development Approvals

ALSO IN

ATTENDANCE: Councillor Lorelei Nicoll, District 04
Applicant, Kent Hill

PUBLIC IN

ATTENDANCE: Approximately 20

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

Call to order, purpose of meeting – Darrell Joudrey

Mr. Joudrey introduced himself as the Planner and Facilitator for the application; Holly Kent as the Planning Technician; Tara Couvrette as the Planning Controller, and Councillor Lorelei Nicoll, District 04.

Case 19426: Application by Kenting Properties Inc. to enter into a development agreement to enable a mixed use project consisting of 2 commercial buildings and a 48 unit 4 storey residential building at 1095 and 1101 Cole Harbour Road, Cole Harbour.

The purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for the applicant to present the proposal and answer any questions regarding the application; and e) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

1. Presentation of Proposal – Darrell Joudrey

Mr. Joudrey introduced himself and provided a brief introduction to the case.

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

Presentation of Proposal – Kent Hill

Mr. Hill explained his proposal for the site and showed a slide of the site with all three buildings on it.

2. Questions and Comments

David Hickey, Silistria Dr – His concerns are how close the underground parking / garden area going to come to his property and the traffic flow with kids etc. Currently the quickest way to get to school and such is to cut through his property and onto to Silistria Dr. Are there any plans to secure that area so people aren't walking thru into our area? **Mr. Hill** said yes, that area can be all fenced off. **David Hickey** stated that is a big concern with 48 units. **Mr. Hill** stated it would be all treed and all fenced off. **David Hickey** said if you look at that picture the white is a garden on the top of the parking lot? Is it a garden patio or garden? **Mr. Hill** stated it would be lowered into the ground with two feet above ground with a garden area on top of the concrete to make it look nice. **David Hickey** asked how wide that was going to be. **Mr. Hill** stated he wasn't sure exactly how wide it would be but that it would have to accommodate parking for all the tenants, so around thirty feet wide and 27 feet off the property line in the back. **David Hickey** asked 27 feet plus the roof of the parking lot? **Mr. Hill** – Yes.

Ally Hartland asked when was the expected start date and how long with it take to complete, construction wise? **Mr. Hill** stated the commercial buildings will be built out front first and then after that is done the apartment building will be built. If we started next summer it would take a year probably to build the commercial and then it would take another year after that to build the apartments. **Ally Hartland** wanted to know if they would consider a privacy fence towards the back about 10 feet. **Mr. Hill** stated that yes, he would.

Kyle Larkin, Beaufort – He wanted to know who the architect on the project was and who the proposed contractor would be. **Mr. Hill** stated he does not have a contractor yet and the architect is Foster Mackenzie, it is Scantech now.

Christine Giles, Comfort Lane – Wanted to know what he was going to do with all the trees that are in her backyard. **Mr. Hill** stated he plans on leaving as many as he can. He stated he is fifty feet away from there before the building starts. As many trees that can stay there will stay. **Christine Giles** wanted to know about the garbage situation. Where will that be? **Mr. Hill** pointed out on the slide where all the locations for garbage would be for each building. **Christine Giles** asked if there would be a fence around the whole property. **Mr. Hill** stated it was his proposal was to put a fence around the whole thing. **Christine Giles** said she thought there was a no build moratorium in Halifax right now. **Darrell Joudrey** said no, not in Cole Harbour.

Ron Cooper, Dalkeith Dr. stated he was looking at the access around the Subway building and there are two parking spaces adjacent to the entrance and would there be a potential conflict with pedestrian traffic? **Mr. Hill** asked if it was number six. **Ron Cooper** stated yes it was number six, at the top right-hand corner of those buildings. He was wondering if there would be a potential for conflict with patrons of Subway, cars parking there and also if at the same time you have a truck taking out garbage etc. coming in there. It seems like congested area traffic wise. **Mr. Hill** stated that they wouldn't have garbage collection picked up at the same time as rush hour traffic. **Ron Cooper** said he has watched them at other buildings in the Cole Harbour area and they have no standard pick-up time. **Darrell Joudrey** showed on the slide where the traffic would be coming and going from and the flow of traffic on the property. **Ron Cooper** stated he appreciates the traffic flow however, Subway is a very popular restaurant and he assumes there will be a sit-in service. **Mr. Hill** – Yes. **Ron Cooper** said the sit-in service; everyone has to go through that one corner for the sit-in service do they not? **Mr. Hill** – showed on the slide where the doors would be. **Ron Cooper** asked if all the parking for those entrances

would be in back. **Mr. Hill** – Yes. **Ron Cooper** – so, everybody would have to walk across those lanes of traffic one way or another, and I am a little concerned. Will the apartment be serviced by an elevator? **Mr. Hill** – Yes.

Gerrie Irwin asked if the Subway up in the Sobeys mall would be moving down to this location. **Mr. Hill** – Yes. **Gerrie Irwin** said that is a very busy Subway and her concern is regarding traffic flow. All the traffic from a 48 unit building, a commercial building that is designated for a financial institution, which she assumes would be a bank which will be fairly busy itself, and with a drive thru from the Subway store which will be popular as well. She thinks there isn't enough traffic movement in such a small space with one way in and one way out. If that backs up she feels it will get very congested. **Mr. Hill** asked if she was concerned about going to Subway and not getting served quick enough. **Gerrie Irwin** said no, she probably just wouldn't go there. **Mr. Hill** wanted to know why. **Gerrie Irwin** said she could foresee getting stuck in a lot of traffic. She wanted to know if there would be two lanes of service for the drive thru. **Mr. Hill** said no, it would be a single drive thru. **Gerrie Irwin** said that is not a lot of space and like Ron said you have those two parking spaces there that probably are going to be a problem. You have two high schools here too with kids that will probably want to go there at lunch time. **Mr. Hill** said he has owned the Subway for 23 years and the reason for this is because he has asked customers; do they come to the mall to shop or for Subway, 85% of them said they come for Subway and they hate that parking lot because it is so cut up and that is why he made his decision to move his store. It is a big undertaking but it will only make better, faster service in his opinion. He said on Baker Drive he has the Sobeys and the big commercial building and probably five thousand apartments on the other side of the street and the drive thru is never an issue. Subway doesn't get the drive thru traffic that Tim Horton's does so you don't get the backups like they do. This is a state of the art drive thru system for a Subway store. **Gerrie Irwin** said she just thinks it looks too small for the traffic potential that's there. **Darrell Joudrey** pointed out that Kent's application was part of a pre-application which is a shorter processes but there is an internal review team meeting that is done on it and as part of that he has to submit a Traffic Impact Study which was reviewed by development engineering and traffic services and they accepted the study at the point of pre-application. They found that it didn't add any significant volume to the flow of traffic on Cole Harbour Road. This is on the active application on the webpage and you can view it yourself. He explained that now that the formal application is here we have to review it again and we haven't received the comments back at this point. We can ask the engineers to look at the functioning of the egress and ingress and those two parking spaces to see if they are going to be functional.

Barbra Killian asked who looked at the functionality of the parking lot at Forest Hills Parkway? That is the worst mess she has ever seen. **Darrell Joudrey** said he assumes all the access points were looked at by the engineers at Halifax County.

Ron Cooper, Dalkeith Dr. asked what was planned for signage. **Kent Hill** said it would at the same height as what is in the community now.

David Hickey asked what he thinks would happen in terms of flow of traffic coming out onto the highway. If you have 48 family's coming out onto that busy road is it just stop and go, stop and go and when you get room you just shoot out. If you are trying to get out of there, he comes up Beaufort and the traffic is backed up past Beaufort and this other group of people coming out of there is going to increase traffic flow at busy times. **Darrell Joudrey** said if you look at the Traffic Impact Study that is attached to the webpage it explains how they did their study and their assumption of how many people are coming and going at peak hours.

Councilor Lorelei Nicoll thanked everyone for coming out.

Marg Bowlen, Stratford – Business owner on Cole Harbour Road – stated there hasn't been any significant growth in Cole Harbour for a while as far as commercial space and she thinks this is a good thing for Cole Harbour. It is more tax dollars and as far as the traffic goes it can't be any worse than on the other side of the lights when you go up into Cole Harbour towards the other apartment buildings up there and there is a lot more than there is here and I can't foresee this is going to cause a major impact on traffic and this is a good thing to see Cole Harbour expanding.

3. Closing Comments

Mr. Joudrey, thanked everyone for coming and expressing their comments.

4. Adjournment

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

Attachment C: Cole Harbour/Westphal Municipal Planning Strategy Policy Evaluation

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| <p>CC-3 Notwithstanding Policy CC-2, and with reference to Policy HC-5, within the Community Commercial Designation, Council may consider commercial retail service and office uses in excess of ten thousand (10,000) square feet of gross floor area to a maximum of twenty thousand (20,000) square feet, according to the development agreement provisions of the <u>Planning Act</u>. When considering such an agreement, Council shall have regard to the following:</p> | |
| | |
| (a) access; | A Traffic Impact Study was submitted in support of this proposal. The 3 proposed access points from Cole Harbour Road did not significantly impact the existing local traffic or the traffic system. |
| (b) the provision and maintenance of buffered separation from abutting residential areas; | The surrounding residential area(s) will be buffered by a wooden fence required under the Agreement and plantings as determined by required Landscaping Plan. |
| (c) site design including landscaping and parking and loading areas; | Beyond general landscaping requirements, the Agreement require preparation of a Landscaping Plan by a Landscape Architect. |
| (d) the exterior finish of buildings; and | The exterior finish of buildings has been determined by the project architect and the Agreement requires the material treatment be applied to all sides of the buildings. |
| (e) the provisions of Policy IM-11 | See Policy IM-11 below. |

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| <p>CC-4 Notwithstanding Policy CC-2, Council may consider permitting multiple unit residential uses containing more than twelve dwelling units within the Community Commercial Designation in accordance with the development agreement provisions of the <u>Planning Act</u>. In considering such an agreement, Council shall have regard for the following</p> | |
| (a) the effects of the proposed development upon the road network; | The 3 proposed driveways on the north side of Cole Harbour Road comply with Streets By-law S-300. Visibility is good on both Cole Harbour Road approaches to the site access points. Site trips are not expected to have a significant impact to the performance of Cole Harbour Road, nearby intersections or the regional street network. |
| (b) separation distances from low density residential uses; | The proposed multiple unit building is approximately 60 feet away from the rear property boundary of the semi-detached homes on Silistria Drive and approximately the same distance away from the abutting boundary of the existing apartment buildings site to the east. The proposed multiple unit dwelling is approximately 58 feet from the |

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| | existing single detached homes on Comfort Lane, which shares the western bound of the subject site. The proposed Agreement requires the whole subject site to be fenced and landscaped. |
| (c) the availability of useable open space; | A number of open space opportunities exist locally as well as recreation facilities. Connectivity of these spaces may be an issue. |
| (d) the location of on site amenity areas; | The multiple unit building provides a large area of private amenity space in the form of a raised area over the underground parking and on 3 sides of the building; this space is required to be landscaped through the provisions of the proposed Agreement. The commercial building to the west of the site provides ample outdoor dining space. |
| (e) the overall design of the site and structure, including landscaping, parking areas and access; | The centre driveway provides "formal" symmetry with the commercial buildings on either side with the multiple unit building terminating the vista along this central axis. Both commercial buildings have drive-in service ways and the western drive-in is an egress only while the eastern driveway accessing the other drive-in is ingress/egress. Parking areas are off the landscaped centre driveway with the exception of that provided in front of the multiple unit building for guest parking. |
| (f) the design of buildings, including roof pitch and finish materials; and | The proposed commercial buildings are both flat roofed with no overhang and are to be finished in clapboard siding and masonry. The multiple unit building is hip roofed with a protruding centred entrance having a flat roof. There is a hip roofed protruding detail on each side of this centre feature. |
| (g) the provisions of Policy IM-11. | See Policy IM-11 below. |

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| CC-6 Notwithstanding CC-2, within the Community Commercial Designation, it shall be the intention of Council to only consider permitting drive-in and take-out restaurants according to the development agreement provisions of the <u>Planning Act</u> . When considering such an agreement, Council shall have regard to the following: | |
| (a) access; | See comments in CC-3(a) and CC-4(a) above. |
| (b) the provision and maintenance of buffered separation from abutting residential properties; | See comments in CC-3(b) and CC-4(b) above. |
| (c) site design, including drive-through service lanes, parking and loading | See comments in CC-4 (e) and (f) above. The proposed site plan delineates the |

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| areas, landscaping, and refuse storage areas | service access to the garbage storage areas. The Agreement requires the 5 stream recycling facility to be located inside the buildings. Parking is located off the centre driveway and access to the drive ins are minimized in the parking aisles; the drive in servicing the commercial building to the east does not interfere with the parking area. |
| (d) the exterior finish of buildings; and | See comments in CC-4(h) above. |
| (e) the provisions of Policy IM-11. | See Policy IM-11 below. |

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| 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: | |
| (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; | Upon execution of the DA and issuance of permits as per the provisions of the Agreement the proposal will be in conformity with the planning strategy and the by-laws and regulations of the municipality. |
| (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; | The developer will bear the cost of this development proposal. |
| (ii) the adequacy of sewer and water services; | Halifax Water have verified that there is adequate water and sewer capacity for this proposal. |
| (iii) the adequacy or proximity of school, recreation and other community facilities; | The HRSB must provide, under its mandate, schools for all students in the municipality. There are a number of local schools and recreation facilities in this area. |
| (iv) the adequacy of road networks leading or adjacent to or within the development; and | See comments in CC-3(a) and CC-4(a) above. |
| (v) the potential for damage to or destruction of designated historic buildings and sites; | n/a |
| (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; | The proposed multiple unit building is surrounded by residential uses varying from semi-detached, low-rise apartments and single detached dwellings. To mitigate any |

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| | potential conflicts the proposed building is set approximately 60 feet distant from all existing residential use and the subject site will be fenced and landscaped around its perimeter. The commercial uses at Cole Harbour Road are pulled up to the street and are quite distant from existing residential uses to the east and west of the site. |
| (ii) height, bulk and lot coverage of any proposed building; | The four storey multiple unit building is higher than existing multiple unit residential development in the area. The articulated facades reduce the perception of bulk and the existing trees and required landscaping, as it matures, will further diffuse the visual impact of this larger scale building. |
| (iii) traffic generation, access to and egress from the site, and parking; | See comments in CC-3(a) above. |
| (iv) open storage; | No open storage is permitted on the site. |
| (v) signs; and | Signage is permitted under the provisions of the Agreement. |
| (vi) any other relevant matter of planning concern. | |
| (d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding; and | The subject site is relatively flat with existing mix of trees from mid to rear picture plane and a mix of trees and grasses in the foreground. Currently stormwater on site is collected via a 300 mm pipe with the inlet almost centred in the property and discharges it to the stormwater main on Cole Harbour Road. After development stormwater will be managed on site with inlet control devices that will restrict release flows by storing it in underground pipes. There are no wetlands or watercourses located on this site. |
| (e) any other relevant matter of planning concern. | |
| (f) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy IC-6”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS. (RC-Jul 2/02 | E-Aug 17/02) |