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**Item No. 13.1.1**  
**Harbour East - Marine Drive Community Council**  
**July 6, 2023**

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

**SUBMITTED BY:** - Original Signed -  
Kelly Denty, Executive Director of Planning and Development

**DATE:** June 8, 2023

**SUBJECT:** PLANAPP 2023-00339 (formerly Case 24496): Development Agreement for 1 Circassion Dr, Cole Harbour

**ORIGIN**

Application by ZZap Consulting Inc. on behalf of Dartmouth Housing.

**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 allow a 3-storey multi unit building containing 18 residential units at 1 Circassion Drive, 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; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

ZZap Consulting on behalf of Dartmouth Housing, a not-for-profit organization that provides affordable housing, is applying to enter a development agreement to allow a 3-storey multiple unit building containing 18 residential units at 1 Circassion Drive, Cole Harbour.

<b>Subject Site</b>	1 Circassion Dr, Cole Harbour
<b>Location</b>	At the northwest corner of Circassion Drive and Forest Hills Parkway
<b>Regional Plan Designation</b>	Urban Settlement (US)
<b>Community Plan Designation (Map 1)</b>	Urban Residential (UR) in the Cole Harbour/Westphal Municipal Planning Strategy (MPS)
<b>Zoning (Map 2)</b>	P-2 (Community Facility) in the Cole Harbour/Westphal Land Use By-law (LUB)
<b>Size of Site</b>	2,347 square metres
<b>Street Frontage</b>	81 metres along Forest Hills Parkway and Circassion Drive
<b>Current Land Use(s)</b>	Vacant
<b>Surrounding Use(s)</b>	The surrounding uses are a mix of low-to-high density residential, with nearby institutional use such as the St. Andrews and Wesleyan Churches, and Cole Harbour Place recreational centre. A commercial area including Sobeys, Shoppers and Canadian Tire is to the south.

### **Proposal Details**

The major aspects of the proposal are as follows:

- A multiple unit dwelling containing 18 residential units;
- Three-storeys in height, with a maximum height of 10.7 metres (35 feet) measured in accordance with the Cole Harbour/Westphal Land Use By-law height definition;
- A minimum of 14 parking spaces; and
- A minimum of 25 square metres of amenity space per unit, which is proposed to be provided as an outdoor space as well as a workshop area within an accessory building for use by building occupants.

### **LUB Context and Enabling Policy**

The property is zoned P-2 (Community Facility) in the Cole Harbour/Westphal Land Use Bylaw. The P-2 Zone is a community facility zone which allows a range of institutional and open space uses.

The property is designated Urban Residential in the Cole Harbour/Westphal MPS. The Urban Residential designation is a designation which allows for a variety of residential uses. In this designation, Policy UR-10 of the MPS enables Council to consider a request for a multiple unit dwelling containing over six units through a development agreement. Criteria that Council must consider for the development agreement are provided in Cole Harbour/Westphal MPS Policy UR-10; additional criteria are found in Cole Harbour/Westphal MPS Policy IM-11.

## **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, and letters mailed to property owners within the notification area. The public comments received include the following topics:

- Concern that the lower parking ratio will lead to increased street parking or parking on private property;
- Concern regarding existing traffic conditions including speed of travel on Circassion, obstruction of buses by street parking and requiring a wide turn at the Circassion and Forest Hills intersection,

and intersection timing issues at the Forest Hills and Chameau intersection since traffic signals were installed;

- A question regarding the use of 2015 and 2017 data within the Traffic Impact Study provided by the applicant;
- Concern regarding privacy for the neighbouring properties;
- An inquiry about adding a green roof; and
- Positive comment regarding the project being a good use of space and providing rental options for the area.

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

## **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 B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

### **Proposed Development Agreement**

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

- Allows a 3-storey multiple unit building containing 18 residential units;
- Height, siting, massing, and exterior design controls;
- Minimum amenity space requirements;
- Landscape and lighting controls;
- Controls on parking location and a parking minimum of 14 spaces;
- Minimum bicycle parking requirements in accordance with the requirements of the Cole Harbour/Westphal LUB;
- Includes the ability to construct accessory buildings in accordance with the requirements of the Cole Harbour/Westphal LUB; and
- Non-substantive amendments permitted within the agreement including:
  - Minor changes to siting, bulk, or scale of the building;
  - Changes to the exterior architectural design of the building which are not minor nor consistent with the general architectural intent of the Schedules; and
  - Extension to the dates of commencement and completion of development.

The attached proposed development agreement will permit a multiple unit residential building, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

### **Parking and Site Access**

The proposed development agreement requires fewer vehicle parking spaces than would be required for multiple unit dwellings under the Cole Harbour/Westphal Land Use By-law. The LUB requirement would result in a minimum 27 spaces for this development as it requires that 1.5 spaces be provided per unit. The proposal includes a minimum of 14 vehicular parking spaces, which results in a parking ratio of 0.8 spaces per unit. Staff advise that this lower parking ratio can be supported due to the reasonable distance from the site to active transportation routes, bus service, and shops and services including schools, Cole Harbour Place recreation centre, and a grocery store. The applicant has provided that Dartmouth Housing's experience with their existing housing stock is that anticipated tenants have fewer cars than a market unit

building would, thereby reducing the impact of the development on traffic and parking demand in the area. It is also noted that additional bicycle parking will be provided.

A Traffic Impact Statement (TIS) was prepared and submitted by the applicant as part of the application. The TIS states "Traffic volume increases of this magnitude are considered to be small and manageable and will have a negligible impact on traffic operations..." and that "...it appears the new site driveway can function with adequate performance measures without the need for any turn lanes or roadway widening". HRM Traffic Management and HRM Engineering have reviewed the analysis and accepted its findings. Staff also note that the previously discussed lower parking ratio would also be expected to result in fewer vehicular trips to and from the site.

### **Affordable Housing**

Dartmouth Housing is a not-for-profit group which currently operates several affordable housing options in Dartmouth. This proposal is part of a pilot project administered by the Province of Nova Scotia, which provides surplus provincial lands for affordable housing projects. An agreement is in place between the Province and Dartmouth Housing to ensure this lot will be granted to Dartmouth Housing in exchange for a minimum level of affordability, which is to be determined between the Dartmouth Housing and the Province. It is important to note that the request being considered under this municipal process is to enter a development agreement for a multiple unit dwelling under the policies of the Cole Harbour/Westphal Land Use Bylaw, and that the proposed development agreement may regulate land use and form but may not regulate tenant characteristics or rental/ownership structure.

### **Existing Pathway Connection**

This property abuts municipal parkland which features a network of pathways. The pathways enable active transportation connection (i.e., travel by foot, bicycle, and similar) throughout the area and include an underpass tunnel which links together paths on either side of Forest Hills Parkway. This pathway network was constructed when the area was originally developed by the Province as part of a planned unit development (PUD) project.

It has been noted that a segment of path exists within the boundaries of this property and that this segment completes a connection between the public sidewalk at the corner of Circassion Drive and Forest Hills Parkway, and the abutting municipal parkland. This segment has been continually used by the public and maintained by the Municipality. As this lot will be transferred to non-government ownership as part of this development project, it has been identified by staff that formalizing this connection by entering an easement agreement, license agreement, or similar is warranted due to its importance to active transportation continuity. Section 3.8 of the proposed development agreement requires an appropriate agreement between the Developer and the Municipality be entered into prior to an Occupancy Permit being issued for the building. Section 3.8 also allows the option to alter or move the pathway if required, subject to appropriate approvals. As a safeguard, a clause has been included which enables the requirement for this connection to be formalized prior to occupancy be waived if, through detailed review, the Developer and the Municipality are in agreement that it is not possible.

### **Priorities Plans**

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. While these priority plans often contain policies which were originally intended to apply at a regional level and inform the development of Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site by site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they would be applied to a specific geographic context. In this case, the following items were identified to be most relevant to this application, and as such were used to inform the recommendation within this report:

- 1) This property is within a Growth Centre identified by the Regional Plan. Table 3-1 of the Plan outlines the intended future characteristics for the Growth Centres in the Urban Settlement designation. For the Cole Harbour Growth Centre, characteristics include:

- Mix of medium to high density residential, commercial, institutional and recreation uses;
  - In established residential neighbourhoods, low to medium density residential uses;
  - Access to active transportation routes; and
  - Interconnected private and public open space.
- 2) Aspects of this development, including the reduced parking ratio, retention of an existing active transportation connection, and increase of density along an existing transit route, are supportive of the intent of the Integrated Mobility Plan, including:
- Objective 3.1.1 - Encourage walking and bicycling by building complete and connected networks that respond to the needs of urban, suburban and rural communities, for all ages and abilities.
  - Objective 3.2.1 - Enhance transit service by increasing the priority of transit and improving the integration of transit service with land use and settlement patterns.
  - Objective 3.5.1 - Align parking management with the goal of shifting more trips to active transportation, transit and car-sharing, while supporting growth in the Regional Centre and in Transit Oriented Developments and Communities proposed by this plan.

### **Existing Development Agreement**

There is an existing development agreement on this property which was approved by the Harbour East Marine Drive Community Council on October 2, 2014 under [Case 19115](#). This development agreement, which was requested by a different applicant/developer than the current request, permitted the construction of a multi-unit residential development containing 8 Dwelling Units within two buildings on a single property. The development was not commenced, and the agreement is no longer in effect. The existing agreement must be discharged upon approval and prior to registration of this proposed agreement. Part VIII, Section 244 of the *Halifax Regional Municipality Charter* empowers the Chief Administrative Officer (CAO) to discharge a development agreement. This request has been forwarded to the CAO under a separate report.

### **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 Cole Harbour/Westphal MPS. The proposed development agreement permits a 3-storey, 18-unit multiple unit dwelling while ensuring that there are appropriate development controls. 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 2023-2024 operating budget for Planning and Development.

### **RISK CONSIDERATION**

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

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

### **ALTERNATIVES**

1. Harbour East – Marine Drive Community Council may choose to approve the proposed 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: Review of Relevant MPS Policies

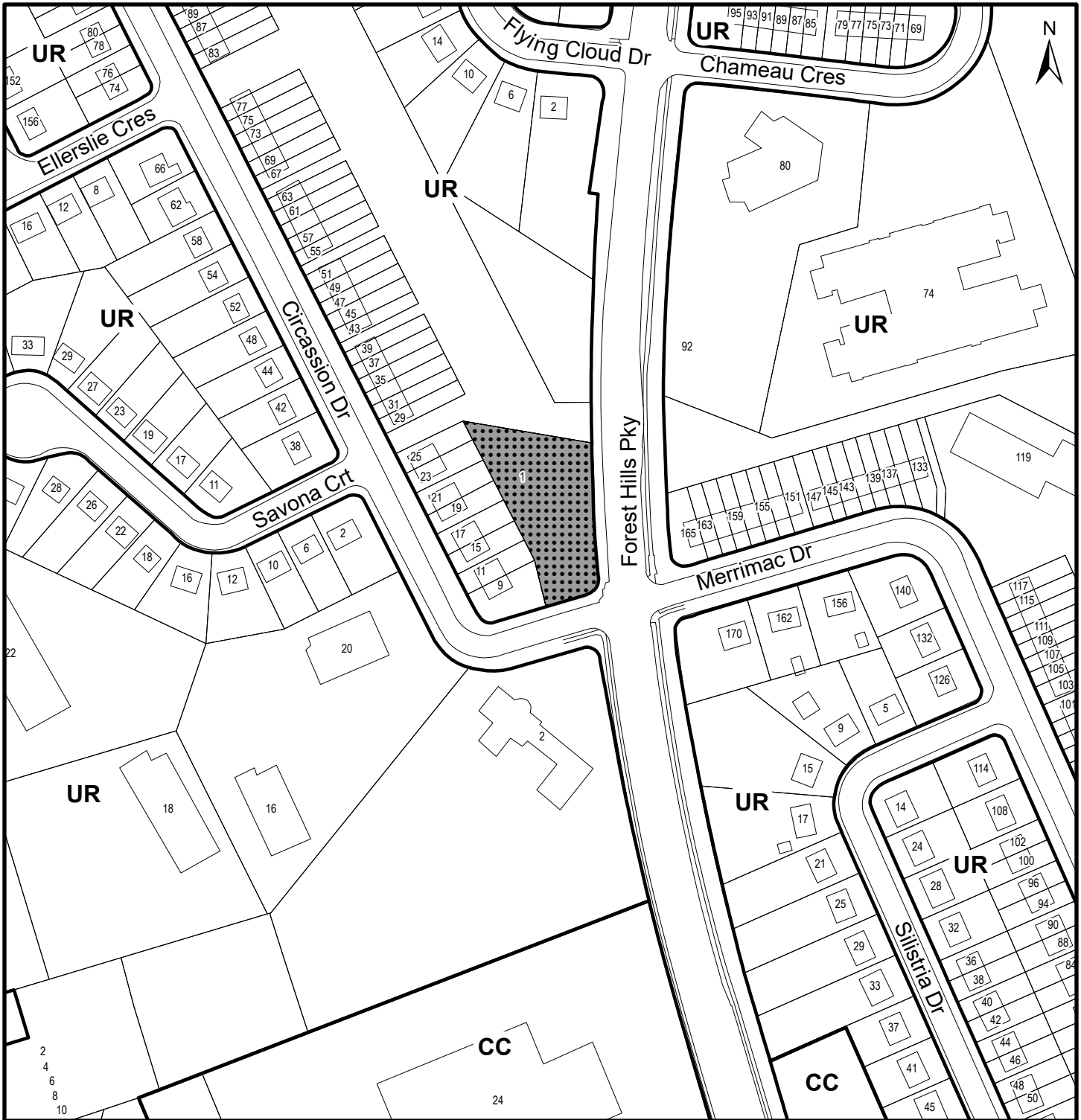
Copies of the applicant's submission can be found on the case webpage under Documents Submitted for Evaluation here: <https://www.halifax.ca/business/planning-development/applications/case-24111-6319-chebucto-road-halifax>

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.


Report Prepared by: Taylor MacIntosh, Planner II, 902-219-0836, [macintta@halifax.ca](mailto:macintta@halifax.ca)

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**Map 1 - Generalized Future Land Use**

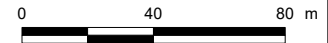
1 Circassion Dr,  
Cole Harbour

 Subject Property

**Designation**

- CC Community Commercial
- UR Urban Residential

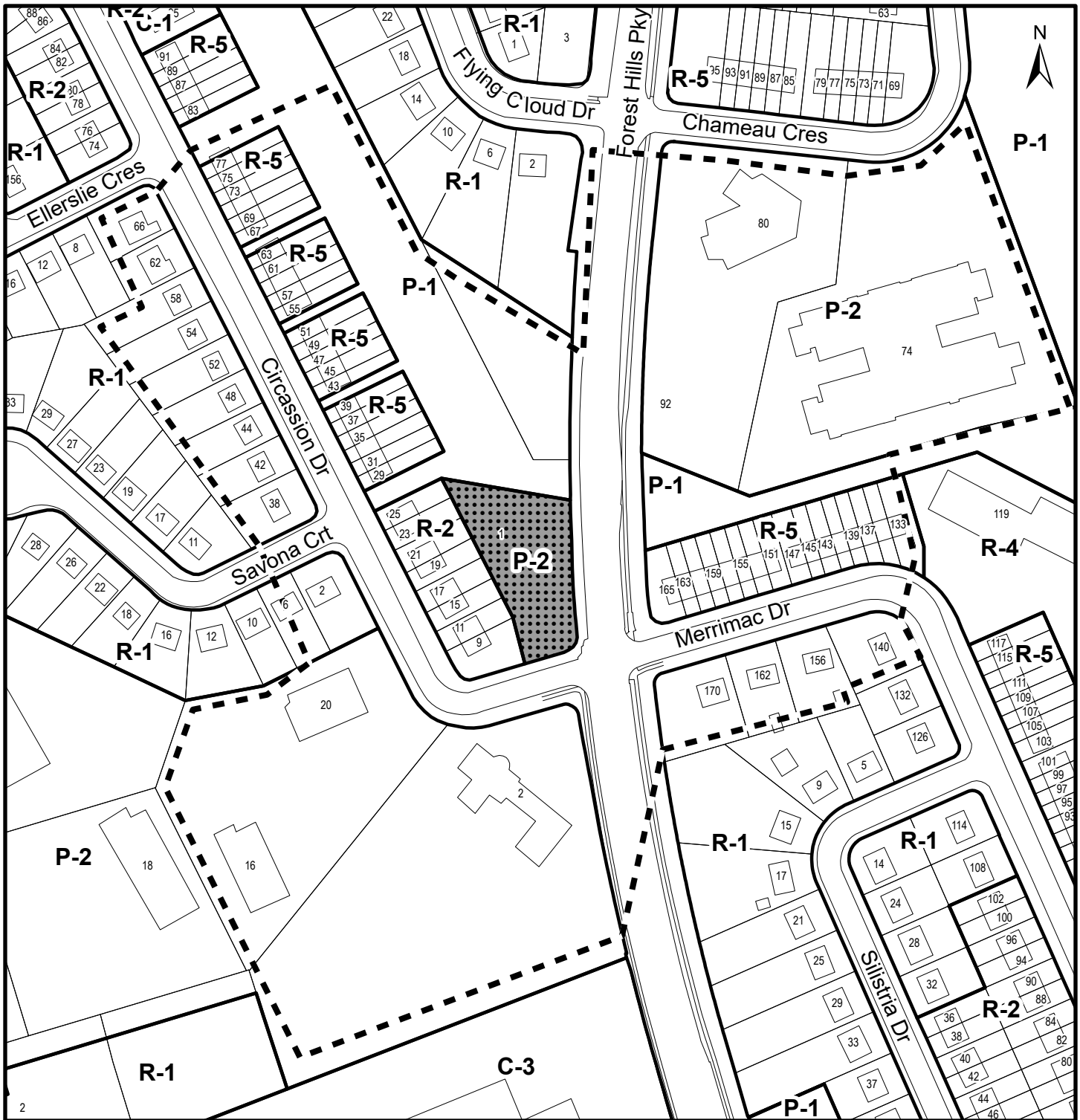
**HALIFAX**



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  
Land Use By-Law Area



### Map 2 - Zoning and Notification Area

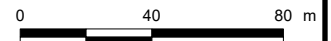
1 Circassion Dr,  
Cole Harbour

-  Subject Property
-  Area of Notification

#### Zone

- C-3 Shopping Centre
- P-1 Open Space
- P-2 Community Facility
- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-4 Multiple Unit Dwelling
- R-5 Rowhouse Dwelling

# HALIFAX



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.



**ATTACMENT A – PROPOSED DEVELOPMENT AGREEMENT**

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

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
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 1 Circassion Drive, Cole Harbour and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Municipality approved an application to enter into a Development Agreement for eight residential dwelling units within two multiple unit buildings, each unit having individual at grade access on the Lands on October 2, 2014 (municipal case 19115), and which was registered at the Nova Scotia Land Registry on December 31, 2014, as Document Number 106418347, (hereinafter called the "Original Agreement");

**AND WHEREAS** the Chief Administrative Officer of the Municipality approved a request to discharge the Original Agreement on **[Insert - Date]**, and which was registered at the Nova Scotia Land Registry on **[Insert - Date]** (hereinafter called the "Discharging Agreement");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for a multiple unit dwelling containing eighteen residential units on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR-10 and IM-9 of the Cole Harbour / Westphal Municipal Planning Strategy and Section 3.6(b) of the Cole Harbour / Westphal Land Use By-law;

**AND WHEREAS** the Harbour East - Marine Drive Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as municipal case PLANAPP 2023-00339 (formerly Case 24496);

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

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

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

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

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

### **1.4 Conflict**

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

### **1.5 Costs, Expenses, Liabilities and Obligations**

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

### **1.6 Provisions Severable**

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

## 1.7 Lands

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

## PART 2: DEFINITIONS

### 2.1 Words Not Defined under this Agreement

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

### 2.2 Definitions Specific to this Agreement

- 2.2.1 The following words used in this Agreement shall be defined as follows:
- (a) **Amenity Area:** means non-commercial indoor or outdoor above ground space design for shared use by the occupants of a building, such as outdoor landscaped areas accessed by pathway(s), planters and plots for gardening, barbeque areas, picnic areas, workshops, or similar uses. Amenity Area may be provided within an accessory building but shall not include any area used to satisfy the bicycle parking requirements of the applicable land use by-law.
  - (b) **Low-Density Dwelling Use:** means a building that contains no more than three dwelling units on a lot.

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

### 3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as PLANAPP 2023-00339:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	East & West Elevations
Schedule D	North & South Elevations

### 3.2 Requirements Prior to Approval

- 3.2.1 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.2.2 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter, inclusive of photographs, confirming that all landscaping has been completed according to the terms of this Development Agreement or the posting of security in accordance with Section 3.7 of the Agreement.

3.2.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer, a letter, inclusive of any required supporting documents, confirming that Section 3.8 of this Agreement is satisfied.

### **3.3 General Description of Land Use**

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) a multiple unit residential building with a maximum of eighteen (18) units; and
- (b) uses accessory to any of the foregoing uses.

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

3.4.1 The building's siting, bulk and scale shall be as generally shown on the Schedules and shall comply with the following:

- (a) building setbacks shall be as generally shown on Schedule B, except a minimum setback of 6.0 metres shall be maintained to property lines abutting low-density dwelling uses;
- (b) lot coverage shall not exceed 35%; and
- (d) the maximum height of the building shall not exceed 10.7 metres.

3.4.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the applicable Land Use By-law, as amended from time to time.

3.4.3 Parking shall be provided as follows:

- (a) vehicular parking shall be located as generally shown on Schedule B;
- (b) a minimum of 14 parking spaces shall be provided or the minimum number of spaces required under the applicable Land Use By-law, whichever is less;
- (c) parking spaces shall contain an area of not less than 14.9 square metres, measuring 2.4 metres by 6.1 metres;
- (d) parking spaces designated for accessible ("mobility disabled") parking shall contain an area of not less than 22.3 square metres, measuring 3.6 metres by 6.1 metres. This may be inclusive of a dedicated side access aisle;
- (e) parking and driveway areas shall be hard-surfaced; and
- (f) bicycle parking shall comply with the requirements of the applicable Land Use By-law.

3.4.4 Accessory uses, buildings and structures shall comply with the requirements of the applicable Land Use By-law.

### **3.5 Architectural Requirements**

3.5.1 The architectural design of the building shall comply with the Schedules of this Agreement.

3.5.2 Notwithstanding Subsection 3.5.1, the arrangement of windows, rooflines and exterior features may be altered to accommodate the interior layout of the building, and exterior building materials may be altered, provided that in the opinion of the Development Officer the alteration is minor and remains consistent with the general architectural intent of the Schedules, with the following exceptions:

- (a) The following external cladding materials shall be prohibited: plywood, exterior insulation and finish systems (where stucco is applied to rigid insulation), unfinished concrete, and darkly tinted or mirrored glass;

- (b) Glazing shall be provided within at least 10% of the north building façade to provide view of the adjacent public parkland; and
- (c) A minimum of 40% of the roof surface shall be sloped;
- (d) The main building entrance shall maintain a design which ensures it is easily distinguishable from the rest of the building using a combination of the following:
  - i. change in materials;
  - ii. use of windows;
  - iii. use of awnings or canopies; or
  - iv. an acceptable equivalent in the opinion of the Development Officer; and
- (e) Each exterior building façade shall be divided into distinct sections between 0.3 metre and 10.5 metres in width, extending from the ground to the top of the roof. Each distinct section shall be differentiated from abutting distinct sections by using a minimum of two of the following methods:
  - i. different colours or reasonably distinct shades;
  - ii. different materials;
  - iii. different textures;
  - iv. projection or recess; or
  - v. change of roof slope.

3.5.3 Any exposed foundation in excess of 0.6 metres in height and 2 square metres in total area shall be architecturally detailed, veneered with stone, brick, or a cladding material used on the building façade, or be treated in an equivalent manner acceptable to the Development Officer.

3.5.4 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.

### **3.6 Screening**

3.6.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

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

3.6.3 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from a public street or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.6.4 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

### **3.7 Amenity Area and Landscaping**

3.7.1 A minimum of 25 square metres of amenity space shall be provided per dwelling unit.

3.7.2 A hard-surfaced walkway shall be provided between the main building entrance and a public sidewalk or path to provide a pedestrian route which is separate from vehicular areas.

3.7.3 Opaque fencing with a minimum height of 1.8 metres shall be provided and maintained along the west property line, as generally shown on Schedule B.

- 3.7.4 Landscaping shall be provided as generally shown on Schedule B.
- 3.7.5 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter, inclusive of photographs, confirming that all landscaping has been completed according to the terms of this Development Agreement and in way that reasonably conforms with the overall intentions of the landscaping information shown on Schedule B.
- 3.7.6 Notwithstanding Section 3.7.5, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.8 Active Transportation Connection**

- 3.8.1 A pathway shall be provided in order to maintain an active transportation connection between municipal parkland to the north of the Lands and the public sidewalk adjacent Forrest Hills Parkway.
- 3.8.2 The existing pathway located to the northeast of the site may be retained in order to satisfy Subsection 3.8.1, however an easement agreement, license agreement or appropriate equivalent shall be entered for the pathway with the Municipality prior to issuance of the first Occupancy Permit.
- 3.8.3 Notwithstanding Subsection 3.8.2, the existing pathway may be altered or relocated, which may include partial relocation into the public right-of-way, at the cost of the Developer and subject to obtaining all applicable required approvals. An easement agreement, license agreement or appropriate equivalent shall be entered for the path with the Municipality prior to issuance of the first Occupancy permit.
- 3.8.4 Notwithstanding the foregoing, if both the Developer and Municipality are in agreement that, based on detailed review, the Active Transportation connection cannot be retained or re-established, Subsections 3.8.1, 3.8.2, and 3.8.3 shall not apply.
- 3.8.5 Prior to issuance of the first Occupancy Permit the Developer shall confirm to the Development Officer that this section is satisfied, in accordance with Subsection 3.2.3 of this Agreement.

### **3.9 Signs**

- 3.9.1 The sign requirements shall be in accordance with the applicable Land Use By-law, except that:
- (a) signs shall only be externally illuminated;
  - (b) no more than two (2) signs shall be erected on the premises at any one time;
  - (c) signs shall only be erected on the south and east facades;
  - (d) signs shall only be erected within the front and flanking yard; and
  - (e) ornamental plants shall be planted and maintained around the entire base of any ground sign as part of required landscaping.

3.9.2 Signs depicting the name or corporate logo of the Developer shall be permitted but shall be removed prior to issuance of the first Occupancy Permit.

### **3.10 Outdoor Lighting**

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

3.10.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

### **3.11 Maintenance**

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

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

### **3.12 Temporary Construction Building**

3.12.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

### **4.2 Off-Site Disturbance**

4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

### **4.3 Solid Waste Facilities**

4.3.1 The building shall include designated space for five stream commercial waste containers to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

- 4.3.2 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Private Storm Water Facilities**

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

### **5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

### **5.3 Sulphide Bearing Materials**

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

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:
- (a) Changes to the siting, bulk, or scale which, in the opinion of the Development Officer, do not conform with the Schedules and are minor in nature;
  - (b) Changes to the exterior architectural design of the building which, in the opinion of the Development Officer, cannot be altered in accordance with subsection 3.5.2 of this agreement;
  - (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3.2 of this Agreement; and
  - (d) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4.3 of this Agreement.

### **6.2 Substantive Amendments**

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

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**



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

## **7.2 Subsequent Owners**

7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer for the Municipality.

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

## **7.3 Commencement of Development**

7.3.1 For the purpose of this Section, commencement of development shall mean installation of the footings and foundation for the proposed building

7.3.2 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.3.3 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 prior to the expiry of the commencement of development time period.

## **7.4 Completion of Development and Discharge**

7.4.1 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit

7.4.2 Upon the completion of the whole development, the Municipality may review this Agreement, in whole or in part, and may:

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

7.4.3 If the Developer fails to complete the development after twelve (12) years from the date of execution of this Agreement, the Municipality may review this Agreement, in whole or in part, and may:

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

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees

to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

## **8.2 Failure to Comply**

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

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

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

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

Name/Position: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

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

MAYOR

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

MUNICIPAL CLERK

Date Signed: \_\_\_\_\_

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

---

A Commissioner of the Supreme Court  
of Nova Scotia

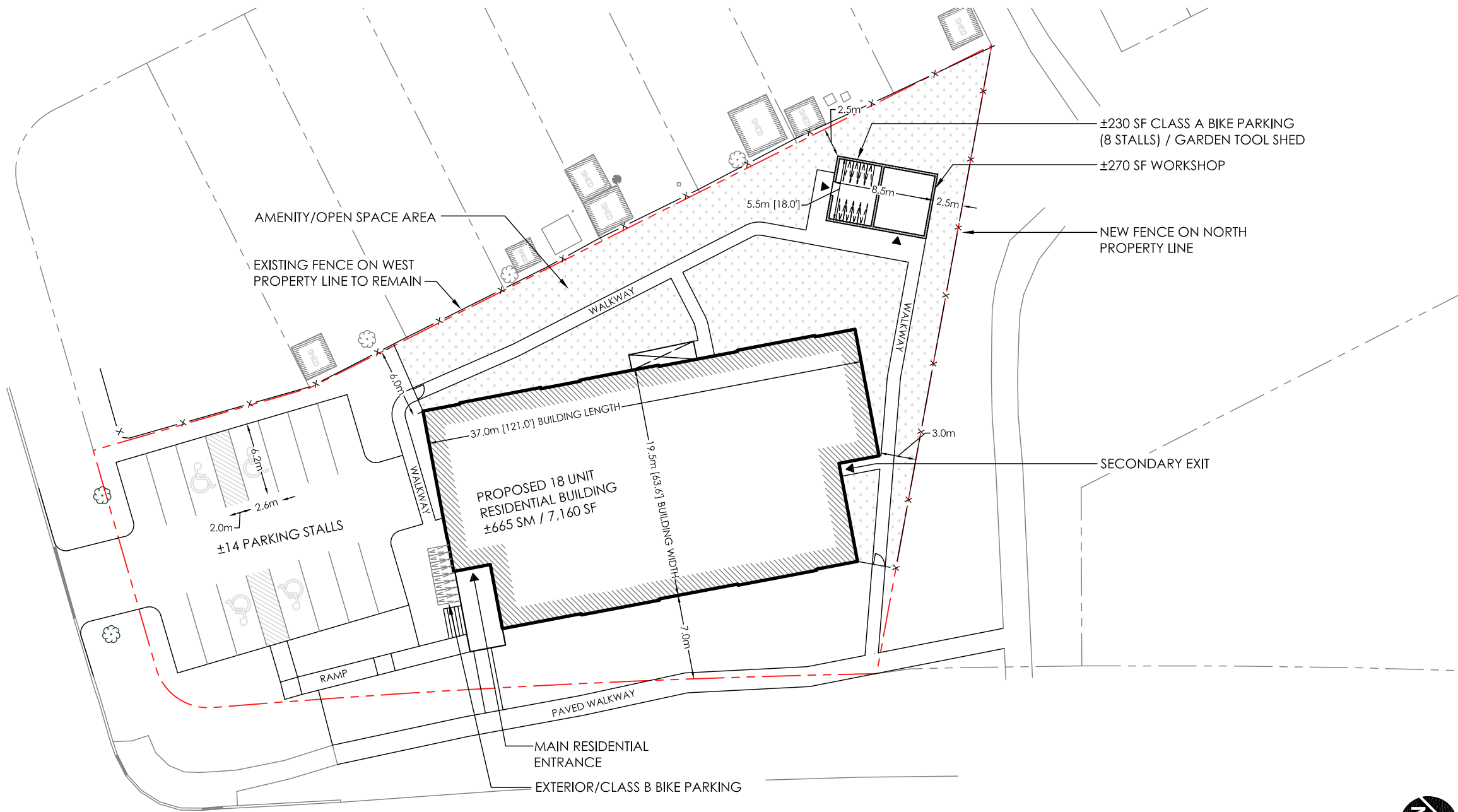
PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that 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

FILE: C:\Users\Anis\Zwickler\Projects - 2021\Projects\21-148 Dartmouth Housing - Cole Harbour\21-148-03 Development Agreement Application\6-2\_Arch SD\1-Working\21-148



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 NS B2Y 2W1 | zzap.ca

CLIENT



**DARTMOUTH HOUSING**

PROJECT

**18 UNIT HOUSING**  
 1 Circassion Dr.,  
 Dartmouth, NS

DRAWING

**SITE PLAN**

SCALE: 1:400

PROJECT NO. **21-148**

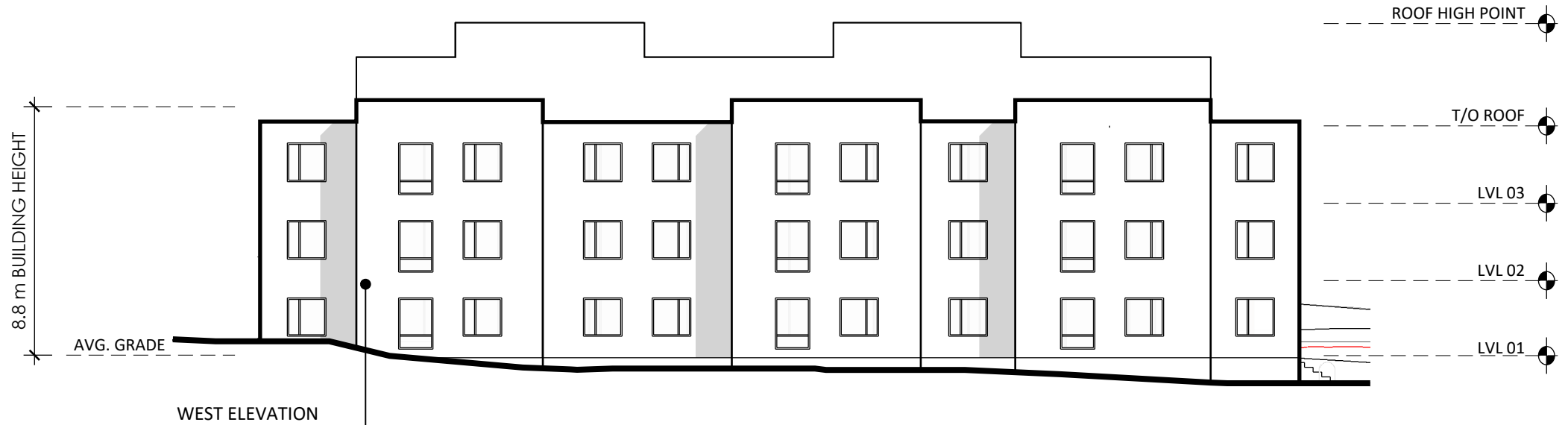
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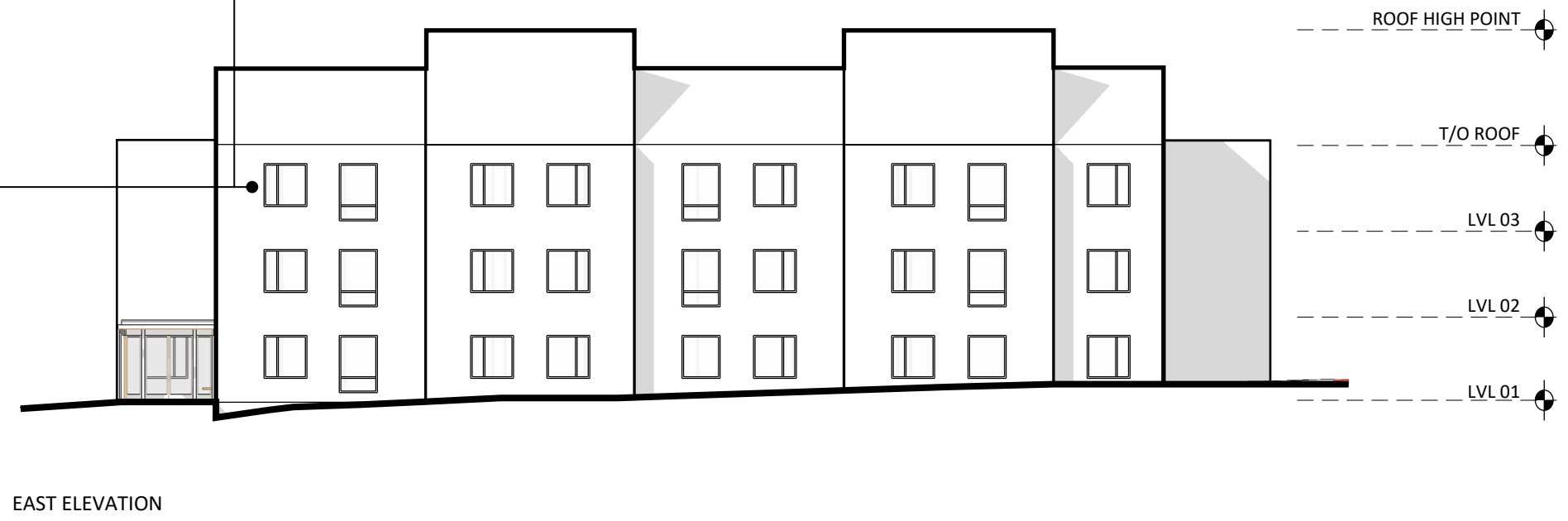
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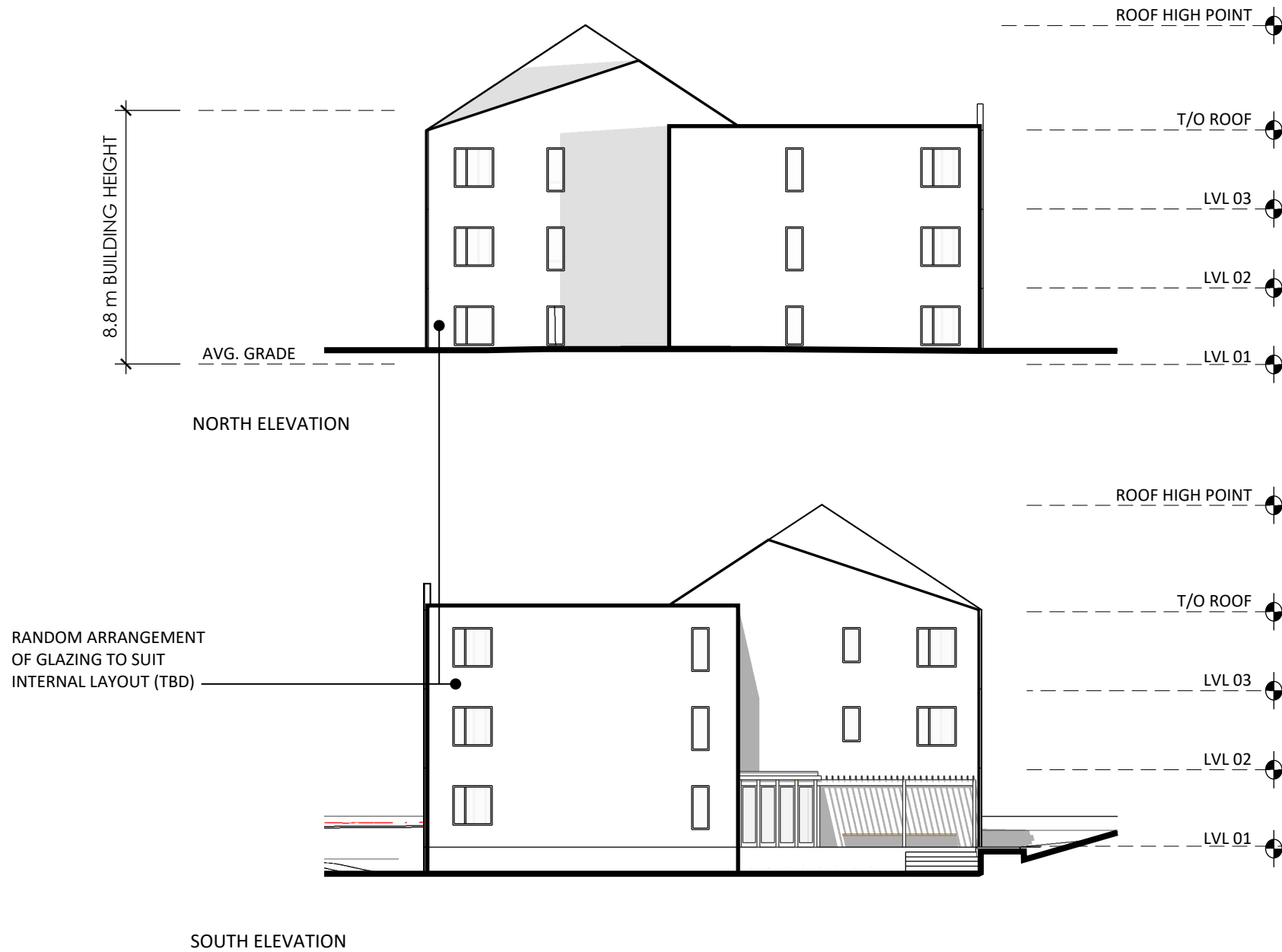
SCHEDULE

**B**



RANDOM ARRANGEMENT OF GLAZING TO SUIT INTERNAL LAYOUT (TBD)





1 Canal St, Dartmouth  
NS B2Y 2W1 | zap.ca

CLIENT



PROJECT

**18 UNIT HOUSING**  
1 Circassion Dr.,  
Dartmouth, NS

DRAWING

**NORTH & SOUTH  
ELEVATIONS**

SCALE: 1:200

PROJECT NO. **21-148**

DRAWN BY: AS

ISSUED FOR DA

DATE: March 13, 2023

SCHEDULE

**D**

**Attachment B – Review of Relevant MPS Policies**

<b>Cole Harbour/Westphal Municipal Planning Strategy</b>	
<b>URBAN RESIDENTIAL DESIGNATION</b> <u>Multiple Unit Dwellings</u>	
<b>Policy</b>	<b>Staff Comments</b>
<p><b>Policy UR-10</b>  <i>Notwithstanding Policies UR-2 and UR-9, within the Urban Residential Designation, it shall be the intention of Council to consider multiple unit dwellings over six (6) dwelling units, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:</i></p>	
<p><i>(a) the adequacy of separation distances from low density residential developments;</i></p>	<p>There are low-density residential uses to the west of the property. The building is proposed to be located in a way that maximizes separation to these dwellings by locating it nearer Forest Hills Parkway. The proposed agreement requires a minimum separation distance of 6.0 metres to properties containing low-density uses. This distance exceeds the 8' minimum rear yard setback of the R-2 zone, which is applied to the adjacent low-density dwellings and as a comparison exceeds the rear yard requirement of the Cole Harbour/Westphal R-4 zone (multi-unit zone), which requires a minimum distance equal to ½ the height of the building. Given that the agreement imposes a 10.7 metre (35') maximum height, which is consistent with the maximum applicable in the R-2 zone, and that the separation distance exceeds requirements applicable to similar circumstances in the Cole Harbour/Westphal plan area, the proposed minimum separation is considered by staff to be reasonable and adequate.</p>
<p><i>(b) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p><u>Height:</u> The three-storey scale is generally compatible with the adjacent uses. The proposed agreement imposes a maximum 10.7 metre (35') height which is consistent with the maximum imposed on the adjacent low-density residential lots. Height is measured in accordance with the Cole Harbour/Westphal LUB height definition, copied below.</p> <p><i>HEIGHT means the vertical distance of a building between the established grade and the highest peak of the roof surface. In the case of multi-units, height shall mean the vertical</i></p>



	<p><i>distance of a building between the established grade and the highest point of the roof surface for flat roofs, and to one-quarter (1/4) the height between the finished ceiling of the uppermost floor and the highest point of any other roof type, and provided that no roof space be used for human habitation.)</i></p> <p><u>Bulk/Coverage</u>: The bulk of the building is reasonable and is consistent with the nearby institutional (church) building and multi-unit dwellings (seniors apartments) to the southwest of the property. The proposed bulk/coverage is also reflective of this being an area of transition between large footprint commercial area and busy road to a lower-density residential area. Coverage proposed coverage is less than 35%. The setback to the north property line is 5' which is less than the R-4 (Multi-unit) zone standard of 1/2 the height of the building (~19.5') however given the irregular lot shape and logical placement of parking and outdoor amenity space, as well as the abutting use being municipal parkland, this setback appears justified and undue conflict with the parkland use is not expected.</p> <p><u>Appearance</u>: The building materials proposed, including masonry and wood cladding are compatible with the surrounding residential area and the use of different tones of these materials adds design interest as well as breaks up the facades to create the impression of smaller building forms similar to the surrounding area. Changes in the rooflines also helps to create a smaller-scale feel to the building to better compatibility with the abutting low-density buildings. The proposed agreement requirement minimum façade differentiation requirements.</p>
<p><i>(c) that site design features, including landscaping, amenity areas, parking areas and driveways, are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of residents of the development;</i></p>	<p><u>Landscaping/Amenity Areas</u>: An outdoor amenity space is proposed within a large inner yard and is proposed to include landscaped area, community gardens, picnic areas, and a workshop for use by residents. The proposed agreement requires a minimum of 25 sqm of amenity space per unit.</p> <p><u>Parking Areas/Driveways</u>: The proposal includes 14 parking spaces for 18 residential units – a</p>

	<p>ratio of 0.78 parking spaces per unit. Although this is lower than the LUB requirements of 1.5 spaces per unit for multiple unit dwellings, staff support this ratio as there are alternative transportation methods available for residents. This site support travel by:</p> <p><b>Bus</b> - This site is within short walking distance to stops for bus routes #61, 63, 161, 168 (A and B), and 178 traveling along Forest Hills Parkway, as well as #61 and 161 traveling along Circassion Drive. The proposal also includes additional bicycle parking.</p> <p><b>Bike</b> – The pathway network adjacent this property support bicycle travel throughout the area. Bicycle parking in accordance with the requirements of the LUB is required by the proposed agreement.</p> <p><b>Walking/Rolling</b> – The pathway network adjacent this property supports pedestrian travel throughout the area. Shops and services are available within a reasonable walking distance.</p> <p>It has been indicated that “Dartmouth Housing’s experience with their existing housing stock suggests anticipated tenants for the development have fewer cars than a market unit building would, reducing the impact of the development on traffic and parking demand in the area” and so the 14 spaces are expected to meet the needs of the residents.</p> <p>It is typically preferred that parking not be located between a building and the street; however, it is acknowledged that given the shape of this lot and the presence of abutting low-density residential uses, the presented location between the building and Circassion Dr appears to be the most logical as well as allows for the inner yard amenity area to serve as a buffer between the building and the abutting low-density properties.</p>
<p><i>(d) preference for a site in close proximity to community facilities such as school, recreation areas and transit routes;</i></p>	<p>As stated in the provided planning rationale: “There is a transit stop along Forest Hills Parkway directly adjacent to the property. An active transportation path also runs along the North and East boundaries of the property, providing recreation opportunities and easy connectivity services, employment, and amenities. Available within a 10-minute walk of the development site is a large commercial node,</p>

	<p>containing a pharmacy, grocery store, restaurants, and retail stores. Other facilities are also within easy walking distance (10-15 minutes), including Cole Harbour Place which contains recreation facilities and a public library, the Cole Harbour Commons, Joseph Giles Elementary School and Robert Borden Junior High School.”</p> <p>School Catchment:  <u>Elementary</u>: PP-6 Robert Kemp Turner  <u>Junior/Late Immersion</u>: 7-9 Sir Robert Borden Junior High School  <u>Senior/Late Immersion</u>: 10-12 Cole Harbour District High School</p>
<p><i>(e) that municipal central services are available and capable of supporting the development;</i></p>	<p>Services are available and Halifax Water did not identify any servicing issues for this property.</p>
<p><i>(f) that appropriate controls are established to address environmental concerns, including stormwater controls;</i></p>	<p>A stormwater plan will be required at the permitting phase (regulated under By-law G200).</p> <p>This is a presently vacant site that was previously occupied by a Nova Scotia Housing Commission information centre. The site is relatively flat and there are no known environmental concerns.</p>
<p><i>(g) that the development has direct access to a minor or major collector as defined on Map 3 - Transportation.</i></p>	<p>As provided in the application planning rationale: “The development has frontage on Forest Hills Parkway but access is granted off of Circassion Drive. Circassion Drive is identified as a local road on Map 3 of the Cole Harbour/Westphal MPS. However, upgrades have been completed since the creation of the Cole Harbour/Westphal MPS, and Circassion Drive is now considered a minor collector per the streets bylaw”. It has been confirmed that Circassion Drive is a minor collector.</p>
<p><i>(h) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;</i></p>	<p>A Traffic Impact Statement (TIS) was prepared and submitted by the applicant as part of the application. The TIS states “Traffic volume increases of this magnitude are considered to be small and manageable and will have a negligible impact on traffic operations...” and that “...it appears the new site driveway can function with adequate performance measures without the need for any turn lanes or roadway widening”.</p>

	HRM Traffic Management and HRM Engineering have reviewed the analysis and accepted its findings. The proposed development is not expected to have an undue impact on traffic conditions.
<i>(i) general maintenance of the development;</i>	The proposed agreement contains a standard minimum maintenance clause.
<i>(j) the effect of the development on the overall housing mixture within the community; and</i>	The proposal offers an alternative to the low-density housing form within the community. It is also noted that this developer will be providing a minimum level of affordability in accordance with an agreement between the Developer and the Province. This is a development that is expected to enhance the housing mixture within the community.
<i>(k) the provisions of Policy IM-11.</i>	See below.

**IMPLEMENTATION**

**Policy 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:*

<i>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;</i>	As discussed, the proposal generally conforms with the intent of the MPS and other by-laws and regulations.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i> <i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i> <i>(ii) the adequacy of sewer and water services;</i> <i>(iii) the adequacy or proximity of school, recreation and other community facilities;</i> <i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i> <i>(v) the potential for damage to or destruction of designated historic buildings and sites</i>	(i) No costs to the Municipality are expected.  (ii) No concerns with service adequacy have been identified by Halifax Water.  (iii) The available schools and recreation facilities have been identified when discussing UR-10 (d) above. This development is expected to have a negligible effect on school capacity. Further, <i>The Education Act</i> mandates that every person over the age of 5 years and under the age 21 years has the right to attend a public school serving the school region in which that person lives.  (iv) See UR-10 (h) above.

	(v) No historic building or sites have been identified within proximity of this site.
<p><i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <ul style="list-style-type: none"> <li><i>(i) type of use;</i></li> <li><i>(ii) height, bulk and lot coverage of any proposed building;</i></li> <li><i>(iii) traffic generation, access to and egress from the site, and parking;</i></li> <li><i>(iv) open storage;</i></li> <li><i>(v) signs; and</i></li> <li><i>(vi) any other relevant matter of planning concern.</i></li> </ul>	<p>(i) This is an area of transition between a large commercial plaza, an area of existing multi-unit dwellings (seniors apartments) and low-density residential uses. The proposal also serves as a transition between Forest Hills Parkway, an busy arterial road, and the low-density area. The residential use does not conflict with existing uses and matters of height and bulk are discussed in relation to Policy UR-10(b) above.</p> <p>(ii) See UR-10 (b) above.</p> <p>(iii) See UR-10(h) above.</p> <p>(iv) There is no open storage proposed on the site.</p> <p>(v) Signage is regulated by section 3.9 of the proposed agreement. Signage shall be in accordance with the applicable LUB requirements, may not be internally illuminated, and the premises is limited to no more than two signs located on the street-facing sides of the building only.</p> <p>(vi) No other matters identified.</p>
<p><i>(d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding; and</i></p>	<p>The site contains no steep slopes, and no watercourses, potable water supplies, marshes, or bogs have been identified on the property.</p>
<p><i>(e) any other relevant matter of planning concern.</i></p>	<p>There is an existing active transportation connection (path) on the property that serves as an important connection between the public sidewalk at the corner of Circassion and Forest Hills Parkway and the adjacent HRM park property. Section 3.8 of the proposed development agreement requires that the connection be retained and formalized through an appropriate agreement with the Municipality.</p>
<p><i>(f) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6",</i></p>	<p>N/A - not a holding zone.</p>

*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.*

**Halifax Regional Municipal Planning Strategy (Regional Plan)**

**CHAPTER 3: SETTLEMENT AND HOUSING**

**3.2 Land Use Designations**

**3.3 PLANNING AND DESIGN FOR GROWTH CENTRES**

*Tables 3-1 and 3-2 outline the types of centres intended for the Urban Settlement and Rural Commuter Designations respectively and the associated design characteristics which are to be supported when preparing secondary planning strategies. Table 3-3 lists other Rural Centres which are no longer targeted for growth, but will continue to be recognized for their role in the rural settlement pattern. Directives for preparing a secondary planning strategy for the Regional Centre are found under Chapter 6.*

**Table 3-1: Future Characteristics of Urban Settlement Growth Centres**

**Map 1: Settlement and Transportation**

*This property falls within the Cole Harbour Future Growth Centre identified on Map 1. Table 3-1 of the Regional Plan lists intended future characteristics of Urban Settlement Growth Centres. Characteristics intended for the Cole Harbour centre which are applicable to this request include:*

- *Mix of low, medium and high density residential, small office, small institutional and convenience commercial uses*
- *In established residential neighbourhoods, low to medium density residential uses*
- *Pedestrian oriented facades*

Staff advise that this request is supported and reasonably consistent with the Regional Centre Growth Centre intentions. The medium density of units is supported by the location of site on the edge of an established community. The building design is human-scale and features façade differentiation. An existing AT route is also being retained and is accessible from this development.

It is noted that this development does feature parking in the yard between Circassion Drive however this location allows for the amenity outdoor space provided in the rear yard, which serves as a buffer between the building and the adjacent low-density residential uses. There is however no parking within the yard between the building and Forest Hills Parkway. Additionally, public art was not made a requirement of this development based on the context and scale of the proposal.

<ul style="list-style-type: none"> <li>• <i>Street, or rear yard parking wherever possible</i></li> <li>• <i>Access to AT (Active Transportation) routes</i></li> <li>• <i>Interconnected private and public open space</i></li> <li>• <i>Public art integrated with new development.</i></li> </ul>	
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**Integrated Mobility Plan**

**3. MODE-SPECIFIC POLICIES**

**3.1 Active Transportation**

<p><b>Objective 3.1.1</b>  <i>Encourage walking and bicycling by building complete and connected networks that respond to the needs of urban, suburban and rural communities, for all ages and abilities.</i></p>	<p>Retention of an existing path segment which connects the public sidewalk at the corner of Circassion Dr and Forest Hills Parkway, and a HRM pathway network is supported by this policy as it supports a connected AT network.</p>
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**3.2 Transit**

<p><b>Objective 3.2.1</b>  <i>Enhance transit service by increasing the priority of transit and improving the integration of transit service with land use and settlement patterns.</i></p>	<p>This proposal is an infill development which allows a comparably denser land use to be integrated within existing transit service. The location and density of this proposal lends itself to more residents being able to access transit, while having the potential to improve ridership of the existing route.</p>
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**3.5 Parking**

<p><b>Objective 3.5.1</b>  <i>Align parking management with the goal of shifting more trips to active transportation, transit and car-sharing, while supporting growth in the Regional Centre and in Transit Oriented Developments and Communities proposed by this plan.</i></p>	<p>This growth within an identified growth centre is within proximity of existing active transportation and transit routes and therefore the proposal parking ratio of 0.8 is supported by staff. A reduction in vehicular parking lends itself to shifting more trips to active transportation and transit modes.</p>
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