

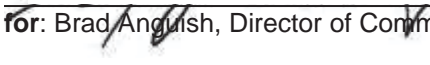


P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 8.1.2

Harbour East-Marine Drive Community Council
September 11, 2014
October 2, 2014

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

SUBMITTED BY: *Original signed*

for: Brad Anguish, Director of Community and Recreation Services

DATE: August 15, 2014

SUBJECT: **Case 19115: Development Agreement for 1 Circassion Drive, Cole Harbour**

ORIGIN

Application by John Doucet Architects Limited

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 a Multi-Unit Residential Development containing 8 Dwelling Units at 1 Circassion Drive, Cole Harbour, and schedule a public hearing;
2. Approve the proposed development agreement as set out in Attachment A of this report to permit a Multi-Unit Residential Development containing 8 Dwelling Units at 1 Circassion Drive, Cole Harbour; 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

This development is being jointly pursued by the Nova Scotia Home Builders' Association and Housing Nova Scotia to be used as an example to home builders across the Province to illustrate the demand for physically smaller homes built to a high quality that offer a high degree of energy performance, which can be sold at a lower price point due to their size. The proposal is to construct a Multi-Unit Residential Development containing 8 Dwelling Units within two buildings on a single property. Policy UR-10 of the Cole Harbour/Westphal Municipal Planning Strategy (MPS) allows Council to consider multiple unit dwellings over six dwelling units in the P-2 Community Facility Zone provided Council has regard for the provisions as set out within MPS policies UR-10 and IM-11. Council can consider this use through the Development Agreement process. Each unit is 1,412 ft² (131.18 m²) in size combining to create an 11,296 ft² (1049.4 m²) development between the eight proposed two-bedroom dwelling units. A total of 12 parking stalls are provided on the site accessed by a single driveway from Circassion Drive, in addition to a small landscaped shared amenity space at the southeast corner of the site.

Location, Designation, Zoning and Surrounding Area

Subject Properties	1 Circassion Drive. The site has a total lot area of 25,270 square feet.
Location	Located on the northwest corner of Circassion Drive and Forest Hills Parkway in Cole Harbour.
Designation	UR: Urban Residential in the Cole Harbour / Westphal Municipal Planning Strategy (MPS).
Zoning	P-2: Community Facility in the Cole Harbour / Westphal Land Use By-law (LUB).
Current Use	Main building and smaller accessory building in addition to a surface parking lot, all previously used as a housing sales office building currently vacant.
Surrounding Use(s)	Duplex homes to the west, parkland to the north, and the Church of Saint Andrew to the south and Forest Hills Parkway to the east.

Enabling Policy

The existing P-2 Community Facility zoning does not specifically permit residential development, instead limiting uses to education, health, government, and other community amenity type usages. This notwithstanding, Policy UR-10 of the MPS does allow Council to consider multiple unit dwellings over six dwelling units within the Urban Residential designation provided Council has regard for the provisions as set out within UR-10 as well as IM-11. More specifically, policy requires that Council have regard for the stormwater controls that have been put in place, the adequacy of site servicing, and the impact of traffic circulation relating to sighting distances, and site egress.

DISCUSSION

Staff have conducted a review of the proposed development relative to the applicable policy criteria and advise the proposed development agreement is consistent with the intent of the MPS. Attachment A contains the proposed Development Agreement while Attachment C contains an analysis of the applicable MPS policies. Aspects of the development that warrant further discussion are noted as follows:

Land Use and Compatibility

Policies UR-10 and IM-11 both indicate that the use, size, and appearance of new development and how it would fit into the existing context are all key considerations in the assessing any Development Agreement application for multi-unit residential developments. The applicant is proposing to build 8 ground oriented units on a single property within 2 buildings. This project proposes 12 surface parking stalls on the property meeting the by-law standard of 1.5 spaces per unit. Shared driveway access is located at the north west corner of the site with a 5 foot wide landscaped buffer proposed between this site and the adjacent R-2 sites to the immediate west. Units are oriented so as to have their front door facing the parking area given the high traffic volume of Forest Hills Parkway to the rear.

While the proposed dwelling units look similar to a rowhouse style of housing, they are not classified as such due to the ownership structure which has been proposed. In this application, all dwelling units are

located on a single property with no subdivision occurring. As such, the proposed 8 units are considered to be a Multi Unit Residential Development per the Land Use By-law. Rowhouse dwelling units exist on property to the north of the subject site on the east side of Circassion Drive in addition to being located in multiple locations in the area on the east side of Forest Hills Parkway. Further, semi-detached dwellings are the adjacent land use to the west enabled through the implementation of the R-2, Two-Unit Zone. The proposed development would be very similar to the massing of development already permitted within the R-5 zone, and has been assessed as compatible in character with the adjacent R-2 developments.

The development site is also suitable for higher levels of density given its proximity to a significant retail node inclusive of a grocery store located further south on Forest Hills Parkway, its location on a transit route, and its proximity to schools such as the nearby Robert K, Turner Elementary School.

Stormwater Management

In addition to stormwater being a factor referenced in the policy UR-10 of the Cole Harbour/Westphal MPS, the management of this water was also a central focus of neighbours who attended the public information meeting. Adjacent neighbours to the west indicated a concern for stormwater which may flow from the driveway and parking areas of the proposed development into their rear yards. Further, representatives from the Saint Andrews Church located to the south of the site also indicated concern for water drainage issues and the impact that snow clearing may have on their property.

The applicant has submitted plans indicating that the new parking lot will be graded in a manner directing water away from adjacent residential buildings, and towards the private green space adjacent to the corner of Circassion Drive and Forest Hills Parkway. The applicant has confirmed this direction of storm water flow on previously submitted plans indicating that adjacent residential properties should experience no increase in stormwater entering their properties by the proposed development. Further to this, a full stormwater management plan will be required at the time of building permit. Pre-development and post-development storm water flows will need to be balanced at this stage. It is not anticipated that the overall volume of storm water on the site will be substantially increased from the existing condition given the high amount of impermeable paving already located on the property.

Site Access and Parking

The project proposes 12 surface parking stalls on the property meeting the LUB standard of 1.5 spaces per unit. Driveway access to the site is currently located at the south west corner of the site from Circassion Drive and is planned to be moved only slightly further west from the Circassion and Forest Hills intersection.

Comments received at the public information meeting indicated that significant car-stacking could occur in the early mornings and evenings on Circassion to turn onto Forest Hills Parkway. Staff has received a Traffic Impact Statement from the applicant and has agreed with the conclusion of the document that the impact of this development on the overall transportation network would be negligible.

Landscaping and Screening

Policy UR-10 speaks to a need for landscaping, amenity areas, parking areas, and driveways to be designed in such a way to address potential impacts on adjacent development. The most sensitive area on the site for this concern is the western property line adjacent to the existing semi-detached home rear yards. As proposed, the application includes a 5 foot wide landscaped buffer between the parking area and property line. Within this buffer, a row of coniferous cedar trees spaced 4 feet apart is proposed. While these plantings should provide adequate screening immediately following the completion of the development, these trees should provide a substantial landscaped wall after a few years of growth which will further aid in mitigating the impact of the new proposed homes and their parking area.

Further landscaping elements include tree buffering along the rear of the homes adjacent to Forest Hills Parkway as well as a modest shared private amenity space adjacent to the corner of Circassion Drive and Forest Hills Parkway. This includes a small stand of trees at the southeast corner of the lot, in addition to several other ornamental plantings adjacent to a seating area.

FINANCIAL IMPLICATIONS

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy.

The level of community engagement was consultation, achieved through a public information meeting held on May 15, 2014. Attachment B contains a copy of the minutes from the meeting. Notices of the public information meeting were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 2.

A Public Hearing must be held by Community Council before they can consider approval of a 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 advised of the public hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

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

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant environmental policies contained in the SPS. No additional concerns were identified beyond those discussed in this report.

ALTERNATIVES

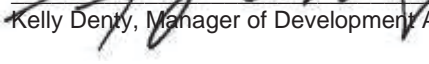
1. Community Council may choose to refuse to approve the development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended. A decision of Council to reject this development agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant, a supplementary staff report and an additional public hearing.

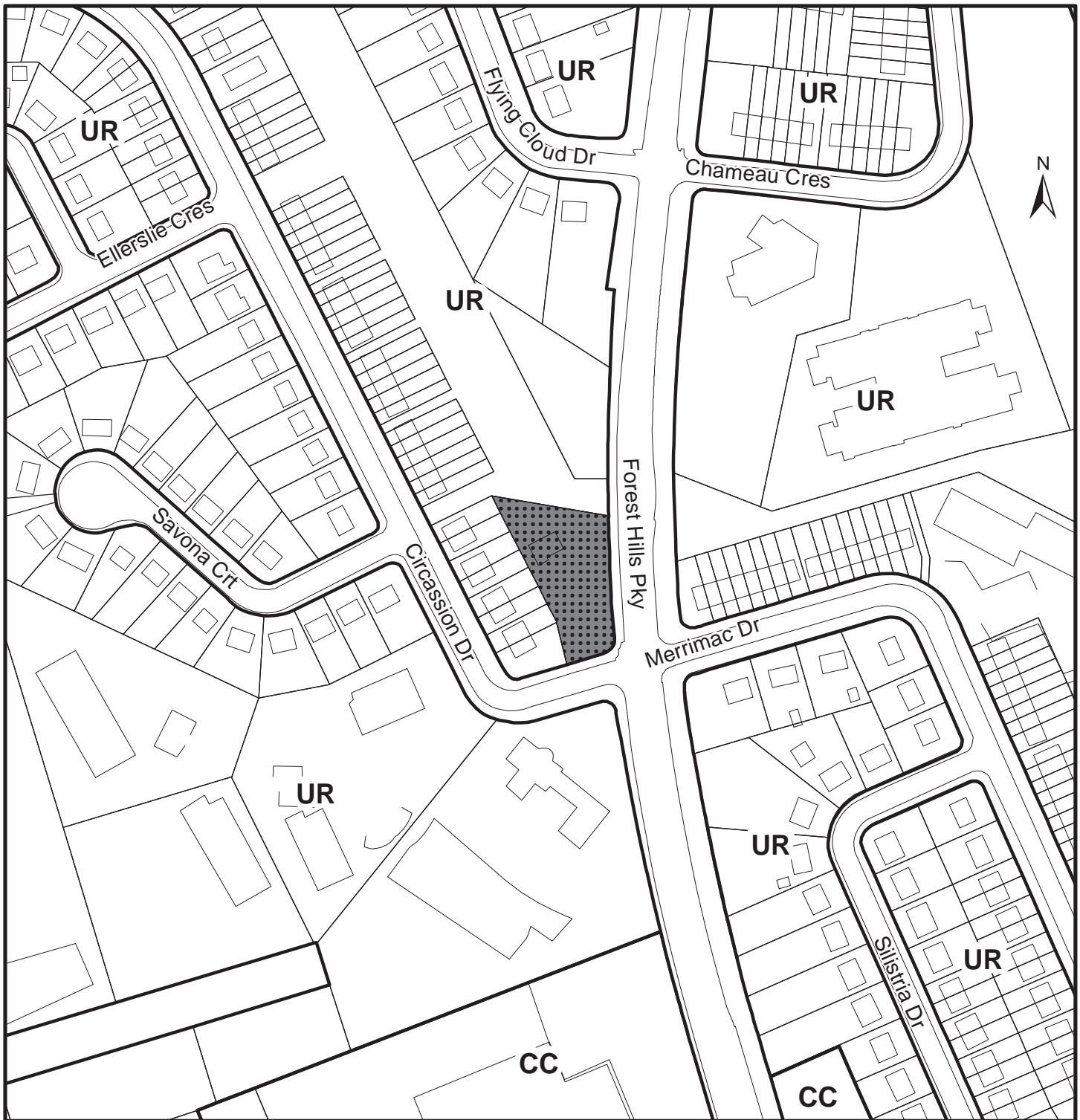
ATTACHMENTS

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Attachment A	Proposed Development Agreement
Attachment B	Public Information Meeting Minutes
Attachment C	Excerpts from the Cole Harbour/Westphal Municipal Planning Strategy

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

Report Prepared by: Carl Purvis, Major Projects Planner, 490-4797

Report Approved by: *Original signed*

Kelly Denty, Manager of Development Approvals, 490-4800



Map 1 - Generalized Future Land Use

1 Circassion Drive,
Cole Harbour

 Subject Area

Designation

UR Urban Residential
CC Community Commercial

Cole Harbour/Westphal
Plan Area

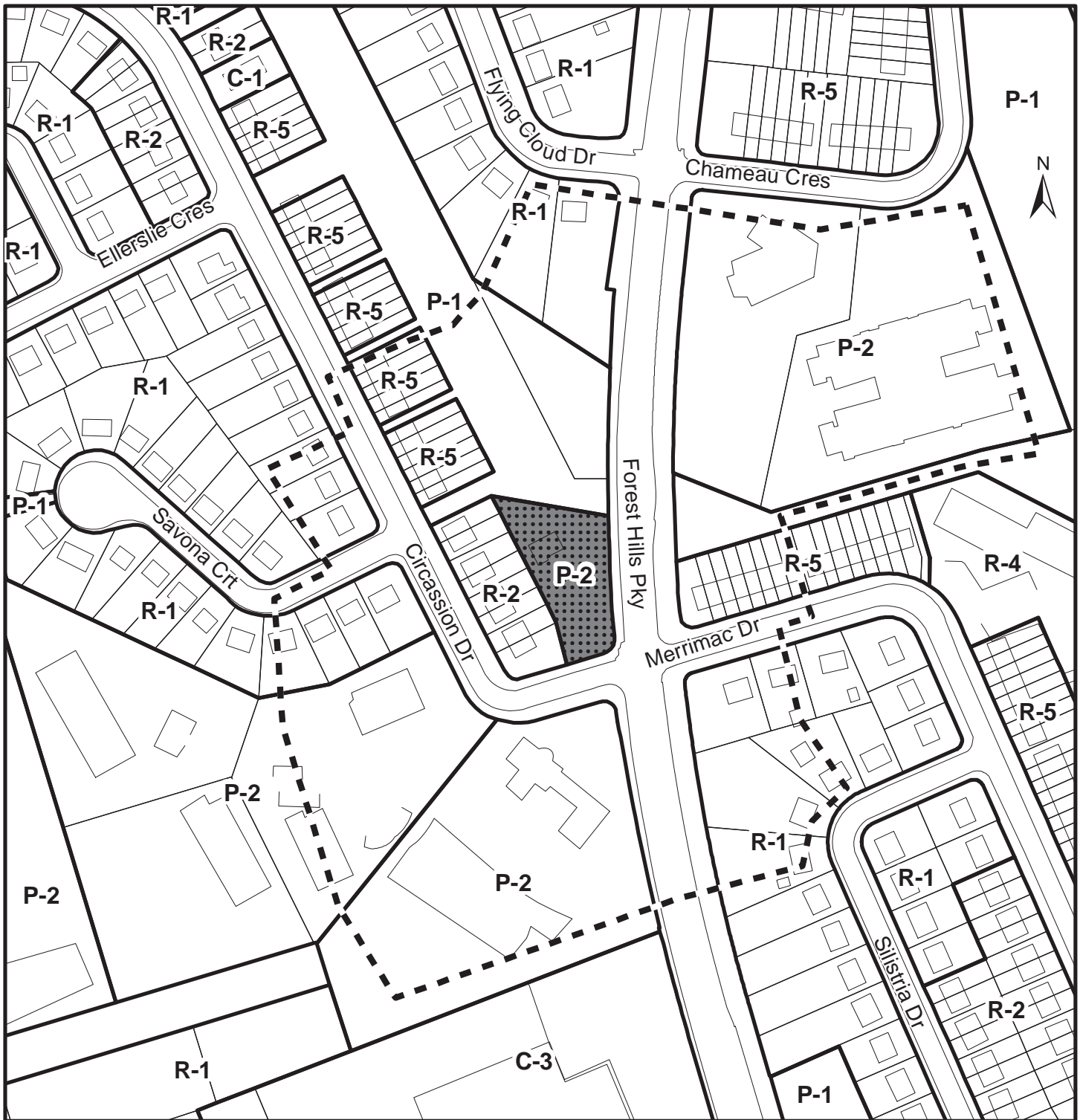
HALIFAX
REGIONAL MUNICIPALITY
DEVELOPMENT APPROVALS

0 20 40 60 m





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

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



Map 2 - Zoning and Notification

1 Circassion Drive,
Cole Harbour

-  Subject Area
-  Area of Notification

Cole Harbour/Westphal
Plan Area

Zone

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

HALIFAX
REGIONAL MUNICIPALITY
DEVELOPMENT APPROVALS

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

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

**ATTACHMENT A:
PROPOSED DEVELOPMENT AGREEMENT**

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

BETWEEN:

**NOVA SCOTIA DEPARTMENT OF COMMUNITY
SERVICES**

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 1 Circassion Drive, Cole Harbour and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for eight residential dwelling units within two multiple unit buildings, each unit having individual at grade access 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 for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19115.

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Cole Harbour / Westphal and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement **and filed in the Halifax Regional Municipality as Case Number 19115:**

List all applicable Schedules:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan: Drawing L-2
Schedule C	North and South Elevation Plans: Drawing A-3
Schedule D	East and West Elevation Plans: Drawing A-2

3.2 Requirements Prior to Approval

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

- (a) A Landscaping Plan in accordance with Section 3.9 of this Agreement.

3.2.2 Prior to the issuance of the first Municipal 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 Landscape Plan as set out within Section 3.9 of this Agreement.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) A total of two (2) multiple unit buildings each containing four (4) residential dwelling units ; and
- (b) Home Business Uses consistent with the regulations found in Section 7.3 of the Cole Harbour / Westphal Land Use Bylaw, as amended from time to time.

3.3.2 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 Cole Harbour / Westphal Land Use Bylaw, as amended from time to time.

3.4 Phasing

All buildings shall be completed concurrently in a single phase.

3.5 Siting And Architectural Requirements

Siting

3.5.1 Building siting, bulk and scale shall comply with the following:

- (a) lot coverage shall not exceed **20%**;
- (b) All buildings shall be a minimum of **60 feet** from the lot line running parallel with Circassion Drive;

- (c) all portions of buildings containing Dwelling Units above and below grade shall be a minimum of **9 feet** from all lot lines not referenced in Section 3.2(b) and generally as shown in Schedule B;
- (d) an accessory building for the purpose of enclosing garbage shall be a minimum of **4 feet** from all lot lines and a maximum area of **180 square feet**;
- (e) the maximum height of the building shall not exceed 35 feet;
- (f) where setbacks referenced in Section 3.5 are permitted, they are subject to a detailed review by the Development Officer to ensure compliance with all relevant building codes and by-laws. Any excavation, construction or landscaping will be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.

Architectural Requirements

Exposed Foundation

3.5.2 Any exposed foundation in excess of 3 feet in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

Building Materials:

3.5.3 Exterior building materials shall not include vinyl siding but may include any one or more of the following:

- (a) clay masonry;
- (b) Hardi board, cement clapboard siding, or other noncombustible cladding;
- (c) wood siding, panelling, or shingles;
- (d) cut stone masonry; or
- (e) acceptable equivalent, in the opinion of the Development Officer.

Functional Elements:

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 SUBDIVISION OF THE LANDS

The application has been approved and serviced as a Two Multi-Unit Dwellings on a single property. Subdivision is not permitted as part of this agreement.

3.7 PARKING, CIRCULATION AND ACCESS

- 3.7.1 The parking area shall be sited as shown on **Schedule B**. The parking area shall maintain setbacks from the property lines as shown on the plan.
- 3.7.2 The parking area shall provide a minimum of 12 parking spaces.
- 3.7.3 The parking area shall be hard surfaced.
- 3.7.4 The limits of the parking area shall be defined by curb.
- 3.7.5 The parking area shall be screened from the adjacent semi-detached homes fronting Circassion Drive by a landscaped buffer of a minimum **5 feet** in depth containing coniferous plantings consistent with the size and number as indicated in **Schedule B**.
- 3.7.6 The driveway configuration shall be dropped curb as per Standard Detail HRM 50 of the Municipal Design Guidelines.

3.8 OUTDOOR LIGHTING

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.

3.9 LANDSCAPING

- 3.9.1 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.

Landscape Plan

- 3.9.2 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Site Plan shown on Schedule B. The Landscape Plan shall prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

Compliance with Landscaping Plan

- 3.9.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.9.4 Notwithstanding Section 3.2, where the weather and time of year does not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 AMENITY AREA

- 3.10.1 An amenity area shall be provided for the shared use and enjoyment of all residents at the corner of the property adjacent to the intersection of Circassian Drive and Forest Hills Parkway.
- 3.10.2 The amenity area shall include a seating space, decorative paving, and ornamental plantings.

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.

Reinstatement

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

3.12 SIGNS

- 3.12.1 The sign requirements shall be accordance with the **Cole Harbour / Westphal** Land Use By-law as amended from time to time.
- 3.12.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

3.12.3 Signs shall only be externally illuminated.

3.13 TEMPORARY CONSTRUCTION BUILDING

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

General Provisions

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

Off-Site Disturbance

- 4.2 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.

Underground Services

- 4.3 All secondary or primary (as applicable) electrical, telephone and cable service to all residential buildings shall be underground installation.

Outstanding Site Work

- 4.4 For residential building securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

Solid Waste Facilities

- 4.5 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. The building / enclosure shall be located along the north property line and clad in materials the same or similar to the residential buildings on the site. 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.

- 4.6 The size, orientation, and location of the building / enclosure can be varied by the Development Officer to accommodate servicing requirements in consultation with HRM Waste and Recycling staff and/or private garbage collection companies so long as it does not encroach into the setbacks referenced in Section 3.5.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1 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.

Erosion and Sedimentation Control and Grading Plans

- 5.2 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.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) Changes to the landscaping measures as detailed in Section 3.9 or which, in the opinion of the Development Officer, do not conform with Schedule B
- (b) Changes to the amenity area as detailed in Section 3.10 or which, in the opinion of the Development Officer, do not conform with Schedule B
- (c) Changes to the accessory building for the purpose of enclosing garbage as referenced in Section 35.1 and Section 4.5;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
- (c) 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

- 7.3.1 In the event that development on the Lands has not commenced within 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed 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(b)**, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;

- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Cole Harbour / Westphal as may be amended from time to time.

7.5 Discharge of Agreement

If the Developer fails to complete the development after **5** years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 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.

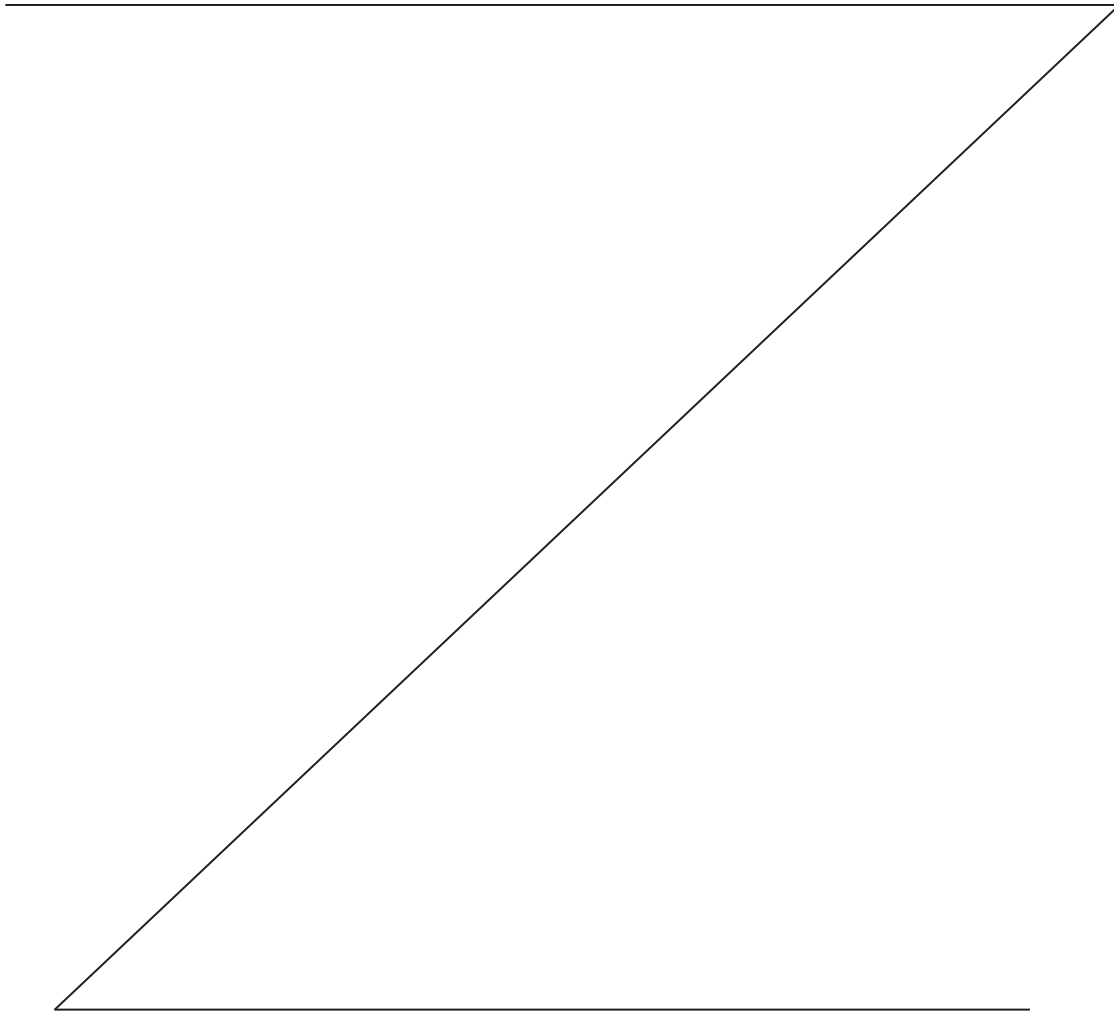
8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer [**Insert-number**] 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:

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: _____

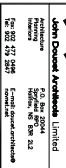
MAYOR

Witness

Per: _____

MUNICIPAL CLERK

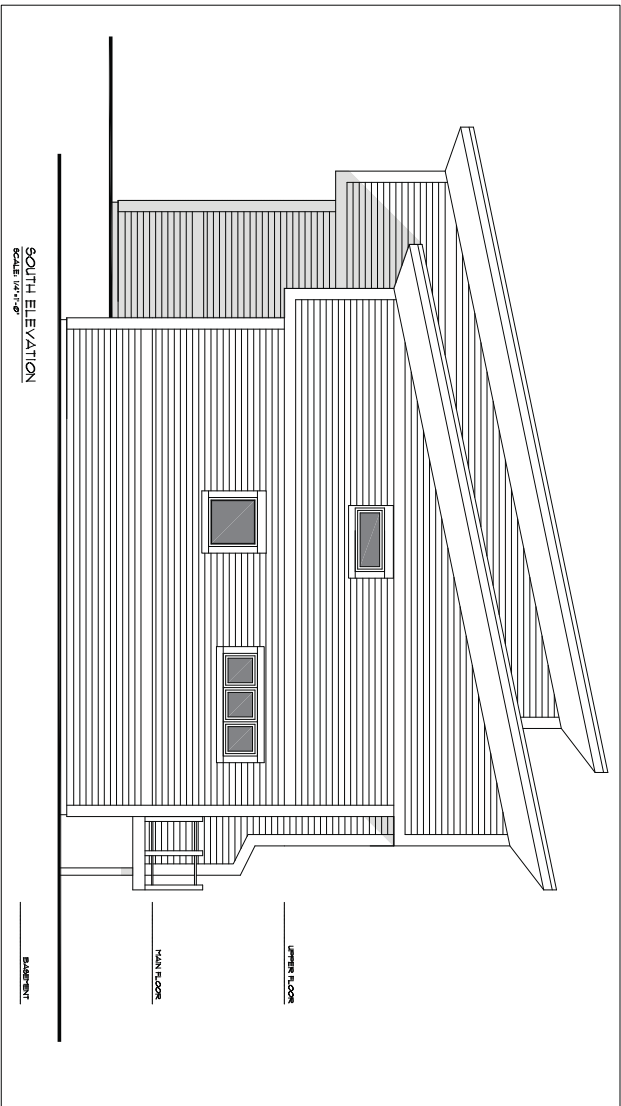
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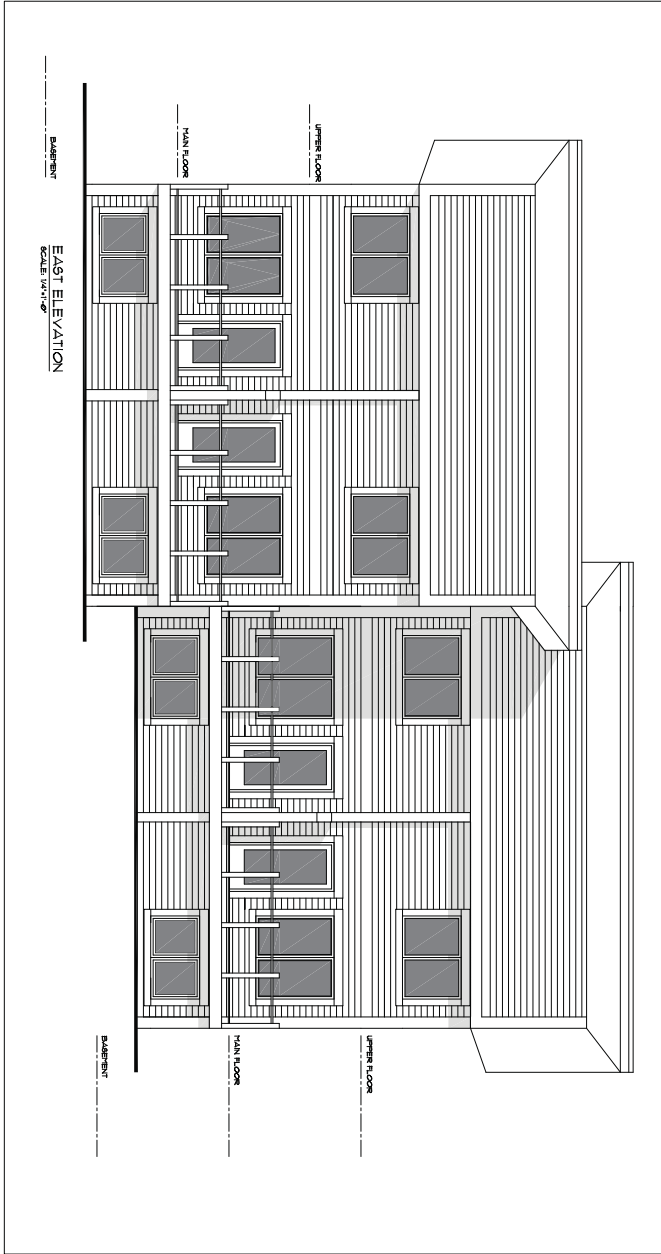


Project
CIRCASSION DRIVE
CONDOMINIUM

11 CIRCASSION DRIVE FOREST HILLS, N9	
Scale	1/4" = 1'-0"
Date	December 30, 2003
Designed by	JCD
Drawn by	GTJ/JP
Job No.	12-003
Dwg. Title ELEVATIONS	

A-3





Verify all dimensions and report in writing any errors or omissions to the architect prior to proceeding with the work.

Check and specifications on the quantity of the materials and quantities of the work to be used on other projects or on extensions to the project.

Provide shop drawings for fabricated components.

At work shall be executed in compliance with all relevant building codes, N.E.C. board action, local codes, and applicable building jurisdiction.

Provide shop drawings for fabricated components.

No	Date	Revision
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John Doucet Architects Limited
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Planning
Interior
Exterior
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St. John's, NB A1B 2L2
Tel: 502 477 0496
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E-mail: doucet.architects@ns.sympatico.net



Project
CIRCASSION DRIVE
CONDOMINIUM

1 CIRCASSION DRIVE
FOREST HILLS, N5Dog Tib
ELEVATIONS

A-2

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 19115**

**7:00 p.m.
Thursday, May 15, 2014
Cole Harbour Place, Wesphal Room
51 Forest Hills Parkway, Cole Harbour**

**STAFF IN
ATTENDANCE:**

Carl Purvis, Major Projects Planner
Holly Kent, Planning Technician
Jennifer Purdy, Planning Controller
Tara Couvrette, Planning Controller

**ALSO IN
ATTENDANCE:**

Councillor Lorelei Nicoll
John Doucette, Architect

**PUBLIC IN
ATTENDANCE:**

16

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

Opening remarks/Introductions/Purpose of meeting

Mr. Carl Purvis, Major Projects Planner, Planning Applications, called the meeting to order at approximately 7:00p.m. in the Westphal Room of the Cole Harbour Place, 51 Forest Hills Parkway, Cole Harbour.

He introduced himself as the planner guiding the application through the process and introduced Councilor Lorelei Nicoll; Holly Kent, Planning Technician, Tara Covrette and Jennifer Purdy, Planning Controllers, HRM Planning Services.

Mr. Purvis advised the application is by John Doucette Architects Limited to enter into a development agreement at 1 Circassion Drive, Cole Harbour to construct 8 multi-unit dwelling within 2 buildings, each unit having individual at grade access.

Mr. Purvis reviewed the application process, noting the public information meeting is an initial step, whereby HRM identifies to the community early in the process that a development application has been received and what policies allows it to be considered. Staff will also identify what the applicant is proposing and give them the opportunity to present their proposal to the community. Staff will seek feedback from citizens before the staff report is prepared and that no decisions have been made to this point or at this meeting. Following this meeting, the application will then be brought forward to Council which will hold a public hearing at a later date, prior to making a decision on the proposed development.

Presentation on Application

Mr. Purvis reviewed a slide of the site context explaining that the north side of Circassion and Forest Hills Parkways approximately 25,000 square feet in area. There are duplex homes to the west, parkland to the north and the Church of Saint Andrew to the south of the property. Under the Land Use by-Law for Cole Harbour/Westphal the property and surrounding properties are zoned P-2 (Community Facility Zone); R2 (two unit dwelling zone); R1 (single unit dwelling zone) and R5 (rowhouse dwelling zone).

Mr. Purvis briefly reviewed what a development agreement is, explaining that it enables construction of a property under local planning policy. He noted that it is a binding legal contract that clearly establishes standards on matters such as site plan, architecture, landscaping and infrastructure. A development agreement can be approved by Community Council provided that any development compiles with local planning policy.

The applicant is proposing to build 8 ground oriented units on a single property within two buildings. They are proposing 12 surface parking stalls on the property which does meet the HRM By-law standard of 1.5 parking spaces per unit. Shared driveway access is located at the North West corner of the site with a 5-foot wide landscaped buffer proposed between this site and the adjacent R2 sites west of the property. These units will have the front door fronting the parking area given the high traffic flows at the rear of Forrest Hills Parkway.

Mr. Purvis explained that under the Municipal Planning Strategy, the property designation is UR (Urban Residential) and under the Land Use By-Law, the property is zoned P2 (Community Facility Zone). This zone does not specifically permit residential development, instead limiting uses to education, health, government and other community amenity type usages. However, Policy UR-10 does allow Council to consider multiple unit dwellings over six dwelling units as long as Council has regard for the provisions as set out within UR-10 as well as IM-11. Council can consider this use through a development agreement process and a rezoning will not be required.

John Doucette, Architect reviewed a slide showing the site plan adding that this property was originally planned to be used as a real-estate sales office for the land to be sold in the Forrest Hills Subdivision back in the mid 70's. This building has been vacant for a couple of years. The existing site is bordered on the South by a bicycle path and Forrest Hills Parkway. This path continues through a tunnel that crosses through Forrest Hills Parkway as well as the wooded greenbelt on the west side of the site. He added that on the east side of the site is Saint Andrews Church and Forrest Hills Senior Citizens Apartment. On the South side of the property, there are 1-2 storey duplex's and attached townhouse buildings. There is a paved parking lot and access road from Circassion Drive and the two buildings on the existing site; the existing bicycle path and green space will be to the west of the site. He added that in 2013 John Doucette Architects limited was hired by the Housing Nova Scotia to design affordable single family housing for this site. They have designed affordable housing on a small building footprint. Decreasing the footprint, helps keep the concrete building foundation cost and will also provide more open space on the site. He briefly explained the landscaping ideas, adding that there

will be grass sods, will consist of an asphalt paved road access onto Circassion Drive and have a hedge that will run the entire property boundary on the north side of the Condominium site. He added that through this process, they have completed a traffic statement that meets HRM Traffic Guidelines. There have been a preliminary site servicing plan has been designed and is compatible with Halifax Water Design Guidelines. The new condominium will be serviced by underground power and telephone.

This proposed project includes, 8 two-bedroom housing units, designed with the flexibility of expanding into the basement to accommodate growing families. The floor plans are designed using an open plan concept with an open stair on the main and upper floors. Each unit size is 1412 square feet and will be grouped in duplex segments that are staggered eight feet horizontally and 3.5 feet vertically in each 4-unit block.

The building massing provides the buildings with a smaller, more residential scale and separates the units to provide more privacy to the exterior decks and front entrances. Each unit has its own front door with parking in front.

He added, once the application is approved, these buildings will be constructed by members of the Nova Scotia Home builders association.

Questions and Answers

Mr. Frank Smith explained that he is speaking on behalf of the Saint Andrews Church. He asked if these buildings are intended for rental/condo/or single family dwellings.

Mr. Doucette answered 'no'.

Mr. Smith asked what the anticipated in/out traffic conditions at the intersection will be and expressed concern with the additional traffic and asked if there will be on street parking or asked if it will be designated no parking except Sundays to reduce the congestion.

Mr. Doucette explained that they have allowed for additional visitor parking on the site to reduce the number of cars parking on the street.

Mr. Smith explained that his major concerns are for early morning and evenings. He explained that with on street parking, the bus cannot make the turn from the light. He also addressed concern with people parking in the Church's parking lot and explained that it causes great concern especially in the winter. They currently have issues with visitors parking in their paved parking lot as there is limited parking at the nearby Seniors Complex. This also causes a problem during church sponsored events, such as funerals, weddings etc. He asked if the vehicle access will be a private drive or a city street and asked if it is a private drive; if there will be a designated area for snow to be piled. He expressed concern with water drainage problems and how dumping snow in this area will increase these water flow concerns. He asked if the drainage will be sent through a piping system on Circassion Drive or Forrest Hills Parkway. He also expressed concern with the added water not being absorbed into the ground and overloading the system and explained that the Church has experienced significant water damage in the past and expressed concern with this new development adding to these issues.

Mr. Doucette explained that there will be the option for residents to rent additional parking spaces if needed. The covert at the rear of the property will be used for water surface drainage and will most likely be developed more after further study has been completed. He explained that they have only completed a preliminary study at this point.

Mr. Purvis added that HRM requires that the developer is balancing pre and post flows. Water flows must not be increased from what water flows is running off the property as of today.

Mr. Smith also added concern with their property becoming a playground. They currently have residents walking over their lawn and wanted to have this concern noted for the record.

Mr. Doucette explained that he feels that this development will help monitor the activities of this area.

Mr. Smith, Circassion Drive explained that he owns two abutting residents and explained that they currently have a fence behind their house which is a chained fence with privacy slats. He explained that this belongs to the Housing Nova Scotia property next door and asked what the plan is for this fence. He also added some concern with parts of the fence falling down.

Mr. Doucette explained that there are no current plans to remove the fence. He added that their hedge will run along the entire boundary of the property which will eventually over the fence.

Mr. Smith explained that he currently has some water issues and addressed concern with this development adding to these concerns. He explained that he shares a driveway with his neighbour, leaving nowhere to channel the access water off the property.

Some discussion was held regarding Mr. Smith's contours of his property and it was suggested that he and his neighbours possibly work together to come up with a solution.

Ms. Judy Millett, Circassion Drive also addressed concern with her current water drainage issues and explained that she had put in a French drain and explained that there is a weeping tile system that runs the entire length of the property she addressed concern with part of this tile being crushed not letting the water run-off.

Mr. Purvis explained that this development would not add to these issues however, suggested that the neighbours in the area may want to coordinate a strategy to better address these concerns.

Mr. Jim Heffernan, Circassion Drive asked who owns the property and expressed concern about the upkeep of the property and asked who he should address his concerns to. He also added concern with the weeping tile being damaged due to the abutting property and asked who he should address these concerns to.

Mr. Doucette explained that the property is owned by Housing Nova Scotia and they could try contacting Metro Housing regarding their concerns.

Closing Comments

Mr. Purvis thanked everyone for attending. He encouraged anyone with further questions or comments to contact him.

Adjournment

The meeting adjourned at approximately 7:42p.m.

Attachment C:
Excerpts from the Cole Harbour/Westphal Municipal Planning Strategy and Policy Evaluation

Policy UR-10

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:

Policy	Staff Comment
(a) the adequacy of separation distances from low density residential developments;	A 5 foot wide landscaped buffer containing screening trees exists between the low density residential uses and proposed parking area. This parking area then provides a further distance buffer between the proposed buildings and existing residential units.
(b) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;	The subject lot area is 25,270 sq. ft. which could potentially produce 7.2 units within an R-2 district if all units were on an individual lot. 5.2 units could be constructed when minimum frontages are taken into account. Given that the R-2 Zone is the adjacent land use, the proposed density appears to be compatible with the existing context.
(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;	The proposal includes a landscaped amenity area for the use of residents and parking ratios which are consistent with the applicable land use bylaw which also accommodate for visitor parking.
(d) preference for a site in close proximity to community facilities such as school, recreation areas and transit routes;	The site is 1 block from a shopping centre which includes uses including grocery store, banking services, and drug store, etc. Further, the site is adjacent to a bus stop which provides service to both Downtown Dartmouth as well as Downtown Halifax.
(e) that municipal central services are available and capable of supporting the development;	Adequate servicing can be provided.
(f) that appropriate controls are established to address environmental concerns, including stormwater controls;	A preliminary drainage plan has been submitted and reviewed while a more detailed Stormwater management plan will be required at the time of Building Permit.
(g) that the development has direct access to a minor or major collector as defined on Map 3 - Transportation.	The Development has frontage on Forest Hills Parkway classified as such a road.
(h) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;	Development Engineering has reviewed the TIS and accepted the conclusion that there will be limited impacts on the traffic network due to this development.
(i) general maintenance of the development;	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 per the Development Agreement.
(j) the effect of the development on the overall housing mixture within the community; and	The development has designed purposefully to add a more affordable ground-oriented housing type to the existing housing mixture in the community.
(k) the provisions of Policy IM-11.	See Below.

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::

Policy	Staff Comment
(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;	A review of applicable planning documents has resulted in the conclusion that the proposal is in conformance.
(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;	No anticipated financial implications resulting from the proposed development that would impact the municipality's ability to absorb potential costs relating to the development.
(ii) the adequacy of sewer and water services;	Halifax Water is satisfied that the proposed development can be serviced.
(iii) the adequacy or proximity of school, recreation and other community facilities;	Staff are satisfied that the existing community facilities in the area will adequately service the proposed development.
(iv) the adequacy of road networks leading or adjacent to or within the development; and	Development Engineering has reviewed the TIS and accepted the conclusion that there will be limited impacts on the traffic network due to this development.
(v) the potential for damage to or destruction of designated historic buildings and sites.	No such buildings are located on or near to the site.
(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:	
(i) type of use;	The residential use is compatible with adjacent existing land uses.
(ii) height, bulk and lot coverage of any proposed building;	The proposal meets the requirements of UR-10 (see table above).
(iii) traffic generation, access to and egress from the site, and parking;	The proposal meets the requirements of UR-10 (see table above).
(iv) open storage;	No open storage is being proposed.
(v) signs; and	Signage will need to be consistent with the applicable land use by-law.
(vi) any other relevant matter of planning concern.	No additional concerns have been identified
(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 site is relatively flat and is a brownfield site having been previously developed.
(e) any other relevant matter of planning concern.	No additional concerns have been identified.
(f) Within any designation, where a holding zone	This policy is not applicable in this case.

<p>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)</p>	
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