



P.O. Box 1749  
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REVISED

\* Attachment A, Schedules B & C of  
Development Agreement Added

**Item No.**  
**Halifax and West Community Council**  
**July 25, 2017**

**TO:** Chair and Members of Halifax and West Community Council

**SUBMITTED BY:** Original Signed  

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Kelly Denty, Acting Director, Planning and Development

**DATE:** July 14, 2017

**SUBJECT:** Case 19858: Development Agreement for 6345 Coburg Road, Halifax

**ORIGIN**

- Application by WM Fares Group, on behalf of the property owner, to re-develop 6345 Coburg Rd., Halifax with a new, five storey multi-unit dwelling
- January 24, 2017, Regional Council approval of a site-specific MPS amendments to enable the proposed development

**LEGISLATIVE AUTHORITY**

See Attachment C

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of this report, to allow for a five storey, multiple unit residential development at 6345 Coburg Road, Halifax and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

The subject property is located at the northeast corner of Coburg Road and Larch Street, Halifax (Map 1). WM Fares Group, on behalf of the property owner, has proposed to demolish an existing 2-storey building and develop a multiple unit residential dwelling on the subject property.

<b>Subject Site</b>	6345 Coburg Road, Halifax
<b>Location</b>	Northeast corner of the intersection of Coburg Road and Larch Street
<b>Regional Plan Designation</b>	Urban Settlement
<b>Community Plan Designation (Map 1)</b>	(MDR) Medium Density Residential (Peninsula Centre Area Plan)
<b>Zoning (Map 2)</b>	R-2 (General Residential)
<b>Size of Site</b>	982 square metres (10,570 square feet)
<b>Street Frontage</b>	53 metres (174 feet) of continuous frontage (corner lot)
<b>Current Land Use(s)</b>	A two-storey vacant building
<b>Surrounding Use(s)</b>	17-storey mixed use building across Larch Street to the west, University of Kings College across Coburg Road to the south, Four-storey residential building abutting the property to the east Low density residential abutting to the north

### **Proposal Details**

The applicant proposed to develop the subject site with a 5 storey multi-residential unit building. The proposed development contains ground oriented units divided over 3 elevations on the site, underground parking accessed via an entrance on Larch Street, and landscaped amenity space on portions of the rooftop. To help minimize its impact on adjacent properties, the proposed building is situated on the site in accordance with site-specific Municipal Planning Strategy policies.

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

At their January 24, 2017 meeting, Halifax Regional Council approved amendments to the Halifax Municipal Planning Strategy, within the Peninsula Centre Area Plan, by adding Section VI, Policy 1.16. This policy provides site-specific criteria for Council to consider when evaluating a proposed development agreement for a multi-unit residential re-development on the site.

The Halifax Peninsula Land Use By-law was also amended in Section 95(6). The by-law states that on Civic No. 6345 Coburg Road, Council may, by development agreement, pursuant to policies 1.16 and 1.16.1 of Section VI of the Halifax Municipal Planning Strategy, permit a multi-unit residential development.

Following Regional Council's approval of these amendments, they were reviewed by the province of Nova Scotia and became effective on March 11, 2017.

### **As-of-Right Development**

The subject site is:

- designated Medium Density Residential (MDR) in the Peninsula Centre Area Plan of the Municipal Planning Strategy for Halifax (Map 1); and
- zoned R-2 (General Residential) Zone under the Halifax Peninsula Land Use By-law (Map 2).

The MDR designation of the Peninsula Centre Area Plan is intended to support a mixed residential environment with both family-oriented units and smaller housing units in buildings not exceeding four storeys. Family units are defined as those with more than 800 square feet of floor area, and 50% of units in any building must be of this form. A further component of the Medium Density Residential designation is the retention of existing housing stock.

The R-2 Zone allows for up to four residential units depending on the lot area. It further includes requirements relating to lot area, lot coverage, lot frontage and setbacks. The subject property is also restricted to a height of 35 feet under the ZM-17 height precinct map of the Land Use By-law.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy, the *HRM Charter*, and the Public Participation Program approved by Council on February 25, 1997. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public information meeting (PIM) chaired by the District 7 and 8 Planning Advisory Committee was held on December 3, 2015. Attachment D contains a copy of the comments from the meeting. The public comments received include concern regarding the following topics:

- height, mass and density of the proposal;
- transition of the building to the existing low density neighbourhood;
- vehicular traffic impact;
- setbacks from abutting properties;
- use as short-term rental accommodations; and
- loss of greenspace

A public hearing must be held by Halifax and West Community Council before they can make a decision concerning the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within a notification area will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and property owners.

#### **District 7 and 8 Planning Advisory Committee**

On February 22, 2016, the District 7 & 8 Planning Advisory Committee, concluded there was no merit in the requested plan amendment, and therefore, did not discuss the details of the proposal.

### **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:

- Maximum building height of five storeys, four storey street wall with three storeys for all portions of the building within 12 metres of the north property boundary;
- The primary residential entry shall be located on Coburg Road with main floor units featuring individual entries;
- A minimum 25% of the units shall contain two or more bedrooms, with each floor of the building containing a minimum of two 2-bedroom units; and
- Matters for non-substantive amendment include changes to the proposed landscaping, and extensions to the date of commencement and completion of the development.

The attached development agreement will permit a multi-unit residential development, 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.

#### Building Height

The maximum building height is 17.5 metres, to a maximum of five storeys as per controls in the development agreement. The Larch Street and Coburg Road streetwall height is limited to 14 metres, to a maximum of four storeys. Additionally, controls have been implemented as per the site-specific MPS policy which requires upper floors of the building to be setback 12 metres from the north property boundary. This will aid in transitioning the building form to the existing low density neighbourhood to the north.

#### Building Stepbacks

Appropriate transition to the existing abutting low density neighbourhood north of the site and consistency of the streetwall along Coburg Road is accomplished by a required building setback of a minimum of 2.43 metres in depth on Larch Street and Coburg Road.

#### Streetscape

To reflect the character of the existing neighbourhood, the main floor units facing Larch Street, the abutting property at civic no. 1525 Larch Street and Coburg Road are required to have individual unit entries. Corner units are permitted to have the individual entry located on either street frontage, but shall not be required to be located on both street frontages.

#### Housing Mix

Dwelling unit variation is required in the building with a minimum of 25% of units containing two or more bedrooms, with a minimum unit size of 83 square metres. Further, each floor of the building shall contain a mix of unit types per floor, with a minimum of two 2-bedroom units per floor. This mix will help to increase the diversity of unit type and encourage larger units potentially appropriate for larger households.

#### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that it is reasonably consistent with the intent of the MPS. The corner location of the site, massing of the building, transition to the abutting low density neighbourhood and streetscaping features of the proposed development provide for a compatible multi-unit residential building in the Regional Centre. Therefore, staff recommend that the Halifax and West 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 2017-18 C310 Urban and Rural Planning Applications budget and with existing resources.

#### **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. Halifax and West 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. Halifax and West 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 Map
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies
Attachment C:	Legislative Authority
Attachment D:	Public Information Meeting Notes

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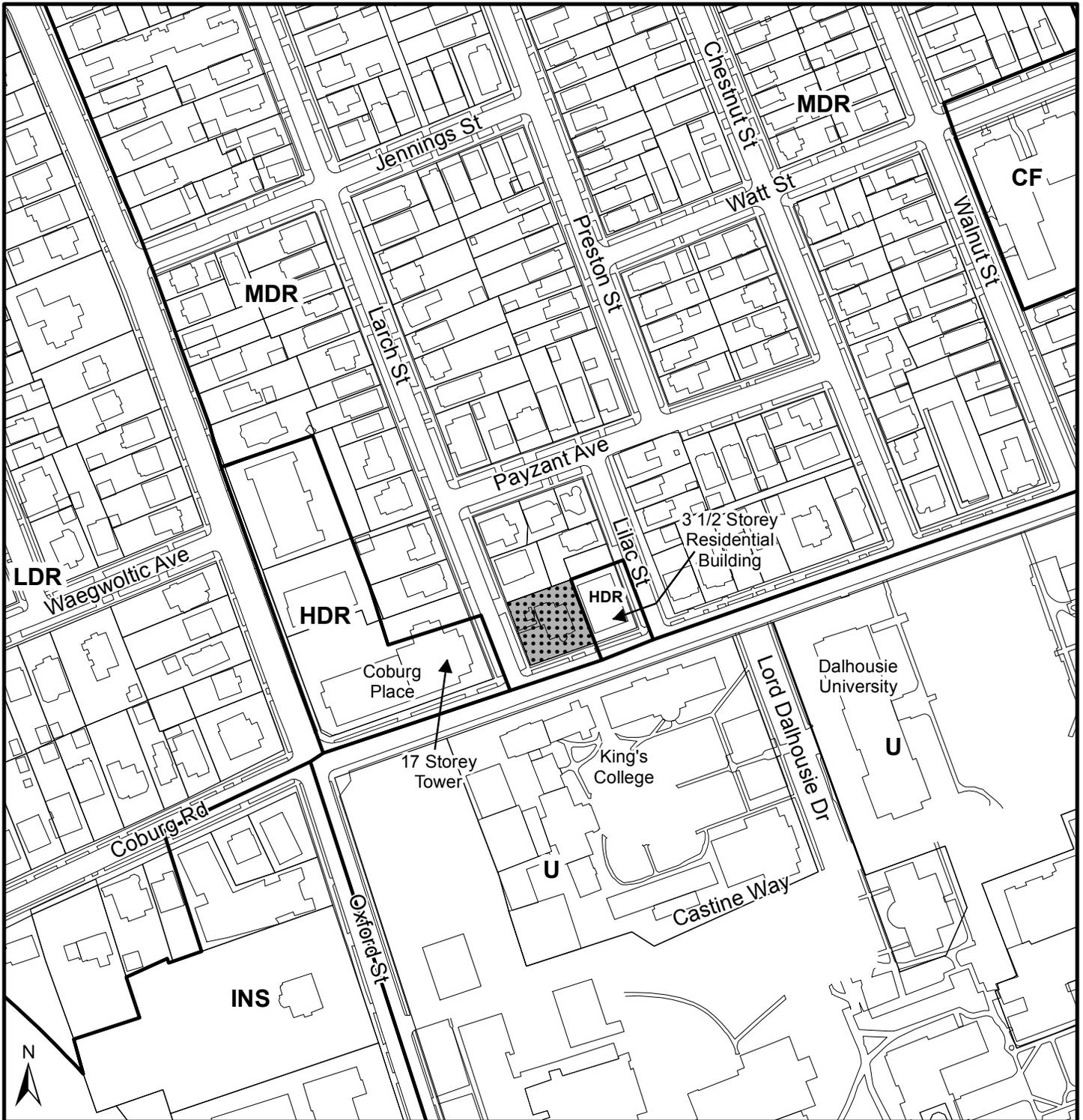
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: David Lane, Planner III, 902.490.5593

Report Approved by: Original Signed  

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Kelly Denty, Manager, Current Planning, 902.490.4800



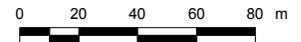
**Map 1 - Generalized Future Land Use**

6345 Coburg Road  
Halifax

**HALIFAX**

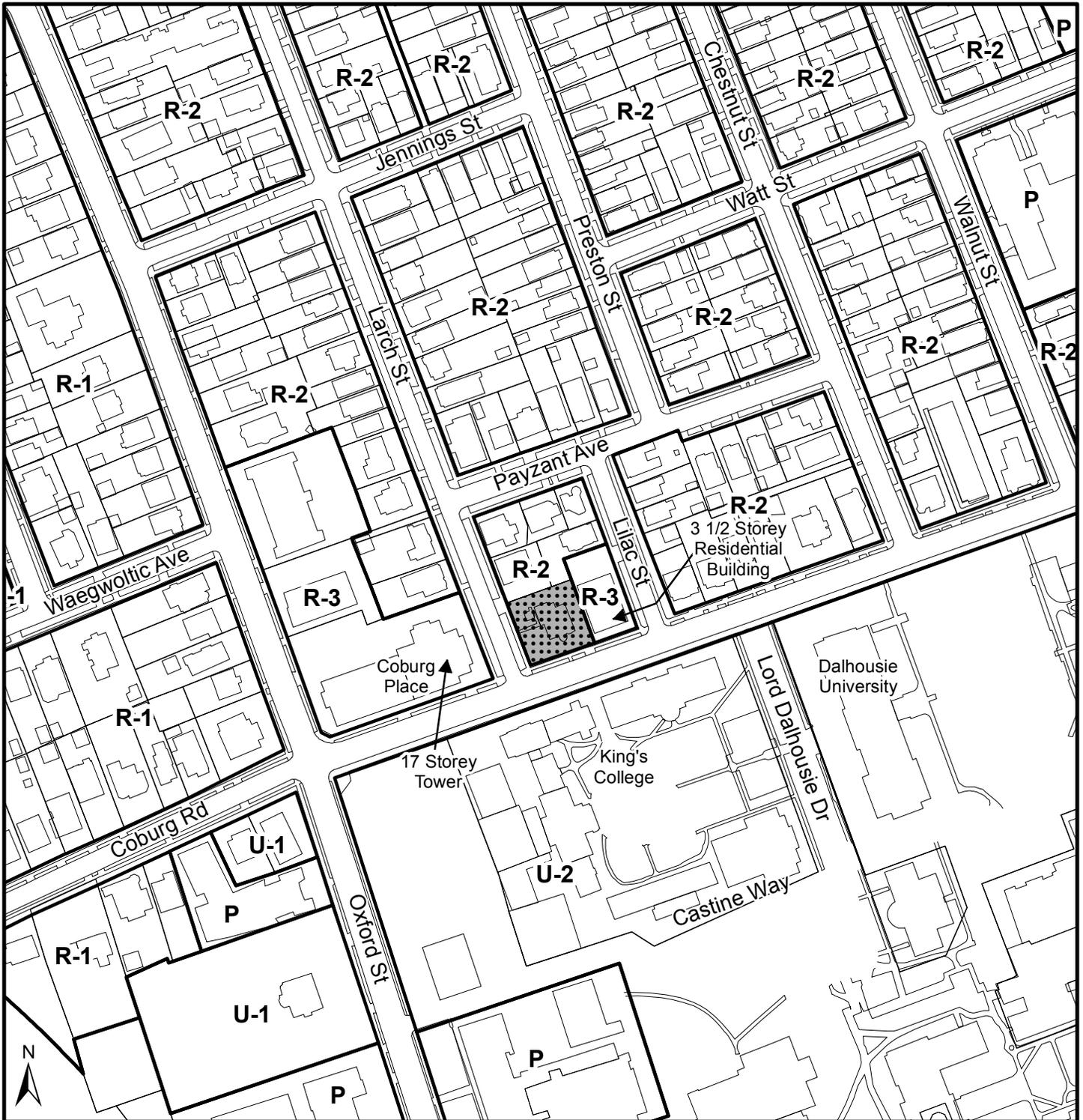
 Subject Property

- Designation**
- LDR Low Density Residential
  - MDR Medium Density Residential
  - HDR High Density Residential
  - CF Community Facilities
  - INS Institutional
  - U University



Halifax Plan Area  
Peninsula Centre Area Plan Area

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.



## Map 2 - Zoning

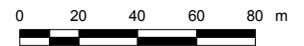
6345 Coburg Road  
Halifax

# HALIFAX

 Subject Property

### Zone

- R-1 Single Family Dwelling
- R-2 General Residential
- R-3 Multiple Dwelling
- P Park and Institutional
- U-1 Low-Density University
- U-2 High-Density University



Halifax Peninsula  
Land Use By-Law Area

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

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

Attachment A – Proposed Development Agreement

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

BETWEEN:

**[INSERT NAME OF REGISTERED PROPERTY OWNER]**,

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**,

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 6345 Coburg Road, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for a multiple unit residential development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 1.16 and 1.16.1, Section VI, of the Halifax Municipal Planning Strategy and Section 95.6 of the Halifax Peninsula Land Use By-law;

**AND WHEREAS** the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19858;

**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**

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 Halifax Peninsula 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 for Halifax Peninsula to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

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

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

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

### **1.6 Provisions Severable**

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

## **PART 2: DEFINITIONS**

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

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

### **2.2 Definitions Specific to this Agreement**

The following words used in this Agreement shall be defined as follows:

- (a) Multiple Unit Residential Development** – shall mean an ‘apartment house’ as defined in the Halifax Peninsula Land Use Bylaw, as amended from time to time.

## **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 19858:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan & Landscaping
Schedule C	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.

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

- 3.3.1 The use of the Lands permitted by this Agreement is the following:

- (a) multiple unit residential development; and
- (b) one level of underground parking.

### **3.4 Siting and Architectural Requirements**

#### Siting

- 3.4.1 The building’s siting, bulk and scale shall comply with the following:

- (a) Maximum building height of 17.5 metres, to a maximum of five storeys;
- (b) Maximum streetwall height of 14 metres, to a maximum of four storeys;
- (c) A maximum height of 10.5 metres to a maximum of three storeys for all portions of the building within 12 metres of the north property boundary;

- (d) Required building setbacks a minimum of 2.43 metres in depth on Larch Street and Coburg Road;
- (e) A retaining wall, with protective guard, providing access to the ramp for the underground parking entrance not exceeding a total height above the commencement of the second storey of the Multiple Unit Residential Development; and
- (f) Elevator, mechanical stairwell enclosures projecting above the roofline may be excluded from the maximum building height, so long as they do not exceed 30 percent of the total roof area nor exceed a height of 3 metres.

### 3.4.2 Architectural Requirements

#### *Entrances:*

##### *3.4.2.1 Building entrances shall comply with the following:*

- (a) The primary residential entry, and underground parking entrance, shall be located on Coburg Road.
- (b) Main floor units facing Larch Street, the abutting property of Civic No. 1525 Larch Street, and Coburg Road shall have individual unit entries.
- (c) Corner units may have the individual entry located on either street frontage, but shall not be required to be located on both street frontages.

#### *Dwelling unit variation:*

##### *3.4.2.2 Dwelling unit variation shall be required in the building in accordance with the following:*

- (a) A minimum 25% of units shall contain two or more bedrooms, with a minimum unit size of 83 square metres; and
- (b) Each floor of the building shall contain a mix of unit types per floor with a minimum of two 2-bedroom units per floor.

#### *Building Materials:*

##### *3.4.2.3 High quality and durable building materials shall be used to reflect the prominence of the site.*

#### *Roof:*

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

### **3.5 OUTDOOR LIGHTING**

- 3.5.1 Lighting shall be directed to the driveway, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.6 LANDSCAPING**

- 3.6.1 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:*

- 3.6.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule B. The Landscape Plan shall

be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

*Compliance with Landscaping Plan:*

- 3.6.3 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.
- 3.6.4 Notwithstanding Section 3.6.3 where the weather and time of year do not allow the completion of the outstanding landscape works, 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.

### **3.7 MAINTENANCE**

- 3.7.1 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:*

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

### **3.8 SIGNS**

- 3.8.1 The sign requirements shall be in accordance with the Halifax Peninsula Land Use By-law, as amended from time to time.

### **3.9 TEMPORARY CONSTRUCTION BUILDING**

- 3.9.1 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.

### **3.10 PARKING**

- 3.10.1 A minimum of 15 parking stalls shall be provided within the one level of underground parking.

## **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 Underground Services**

- 4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service shall be underground installation.

#### **4.4 Site Preparation in a Subdivision**

- 4.4.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.

#### **4.5 Outstanding Site Work**

- 4.5.1 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.

#### **4.6 Solid Waste Facilities**

- 4.6.1 The building shall include designated space for five stream source separated waste in accordance with By-law S-600, as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 4.6.2 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 affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

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

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

- 5.1.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

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

## **PART 6: VARIANCES AND AMENDMENTS**

### **6.1 Variances**

- 6.1.1 The variance provisions of the Halifax Regional Municipality Charter shall not apply to this Agreement.

### **6.2 Non-Substantive Amendments**

- 6.2.1 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 3.6 or which, in the opinion of the Development Officer, do not conform with Schedule B;
  - (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
  - (c) The length of time for the completion of the development as identified in Section 7.5.1 of this Agreement.

### **6.3 Substantive Amendments**

- 6.3.1 Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

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

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

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

### **7.3 Commencement of Development**

7.3.1 In the event that development on the Lands has not commenced within four 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 the installation of the footings and foundation for the proposed building.

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 6.2 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**

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

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Peninsula as may be amended from time to time.

### **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after seven 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**

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 (24) 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 30 days written notice of the failure or default, then in each such case:

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

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

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

MAYOR

\_\_\_\_\_  
Witness

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

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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



# Schedule C Elevations



PROPOSED RESIDENTIAL BUILDING

6345 COBURG ROAD HALIFAX, NS

SOUTH ELEVATION  
COBURG ROAD

Project No.: 2015.05  
Scale: 1" = 20'-0"  
Date: 10 FEB 2015

WM FARES  
GROUP

A5



**PROPOSED RESIDENTIAL BUILDING**

6345 COBURG ROAD HALIFAX, NS

**WEST ELEVATION**

**LARCH STREET**

Project No.: 2015.05

Scale: 1" = 20'-0"

Date: 10 FEB 2015



**A6**



PROPOSED RESIDENTIAL BUILDING

6345 COBURG ROAD HALIFAX, NS

EAST ELEVATION  
LARCH STREET

Project No.: 2015.05

Scale: 1" = 20'-0"

Date: 10 FEB 2015

WM FARES  
GROUP

A7



PROPOSED RESIDENTIAL BUILDING

6345 COBURG ROAD HALIFAX, NS

NORTH ELEVATION

Project No.: 2015.05

Scale: 1" = 20'-0"

Date: 10 FEB 2015



A8

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

Section VI, Peninsula Centre Area Plan of the Halifax Municipal Planning Strategy

Policy 1.16 The property located at 6345 Coburg Road, the northeast corner of Coburg Road and Larch Street (PID 00048397), comprised of a dwelling house, has been identified as a site for comprehensive multi-unit residential re-development.

The surrounding Coburg Road context features a development fabric of multi-unit mixed residential built form with an adjacent 16-storey building to the west, a four-storey building to the east and is located opposite the University of Kings College campus.

Thus, given that the site provides proximity to Halifax peninsula employment, shopping and institutional amenities, is accessible via active transportation and serviced by high frequency public transit, and notwithstanding the residential objective and policies of this Section, a multi-unit residential use by Development Agreement shall be enabled in accordance with the *Halifax Regional Municipality Charter*.

<b>Halifax MPS - Section VI, Peninsula Centre Area Plan</b> <b><u>Site Specific Policy 1.16</u></b>	
<b>Policy Criteria</b>	<b>Staff Comment</b>
1.16.1 <i>Any redevelopment permitted to Policy 1.16 shall be achieved by consideration of a variety of factors for which conditions may be set out in the Development Agreement, such as, but not limited to, the following:</i>	
a) <i>Appropriate scale and massing of the building for the lot area and configuration.</i>	The 5 storeys of overall height, in addition to setbacks of the top floor, from adjacent lower density residential properties is seen as appropriate.
b) <i>An overall building height which does not exceed the following:</i>	
i) <i>Maximum building height of 17.5 metres, to a maximum of five storeys;</i>	The building meets this quantitative standard
ii) <i>Maximum streetwall height of 14 metres, to a maximum of four storeys;</i>	The building meets this quantitative standard
iii) <i>A maximum height of 10.5 metres to a maximum of three storeys for all portions of the building within 12 metres of the north property boundary; and</i>	The building meets this quantitative standard
iv) <i>Required building setbacks a minimum of 2.43 metres in depth on Larch Street and Coburg Road.</i>	The building meets this quantitative standard
c) <i>Building elevations which face the street should include complimentary streetscaping elements reflecting the characteristics of the low density built form of the existing surrounding neighbourhood. More specifically, the building should ensure the streetscape accomplishes the following:</i>	See below
i) <i>The primary residential entry shall be located on Coburg Road;</i>	The primary residential entry is located on this elevation highlighted by differentiated colour and cladding
ii) <i>Main floor units facing Larch Street, the abutting property of Civic No. 1525 Larch Street and Coburg Road shall have individual unit entries; and</i>	Porches and Patios are located on the Coburg Road, Larch Street and northern elevations which facilitate individual unit access as per this policy

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

<p><i>iii) High quality and durable building materials shall be used to reflect the prominence of the site.</i></p>	<p>The primary material proposed is brick or stone veneer which is felt to meet this policy.</p>
<p><i>d) Dwelling unit variation shall be required in the building in accordance with the following:</i></p>	<p>See Below</p>
<p><i>i) A minimum 25% of units shall contain two or more bedrooms, with a minimum unit size of 83 square metres; and</i></p>	<p>Section “3.4.2.2 Dwelling unit variation” of the proposed Development Agreement requires this unit mix.</p>
<p><i>ii) Each floor of the building shall contain a mix of unit types per floor with a minimum of two 2-bedroom units per floor.</i></p>	<p>Section “3.4.2.2 Dwelling unit variation” of the proposed Development Agreement requires this unit mix.</p>
<p><i>e) High quality exterior building materials and variations in the façade and mass of the building to provide visual interest.</i></p>	<p>The primary material proposed is brick or stone veneer which is felt to meet this policy. The building on upper floors provides architectural interest through the use of varied window patterns, and use of materials colours so as to create and articulated appearance and mitigate its overall massing.</p>
<p><i>f) Vehicular parking be provided underground, with no surface parking provided.</i></p>	<p>All parking is proposed to be underground accessed via an entry off of Coburg Road.</p>
<p><i>g) The size and visual impact of utility features such as garage doors, service entries and storage areas shall be minimized and mechanical equipment is concealed.</i></p>	<p>Access of this nature is limited to a single overhead garage door at the southeast corner of the site.</p>
<p><i>h) The creation of high quality design detail at the pedestrian level through attention to details including but not limited to entrance treatments, landscaping and lighting.</i></p>	<p>A tree buffer is proposed on the northern property line to mitigate impact to the adjacent property. The remaining property is adequately landscaped on the Coburg, Larch, and northern elevations inclusive of pathways to individual unit entries, and low level plantings.</p>
<p><i>i) Ground floor level features individual unit entry doors.</i></p>	<p>Porches and patios are located on the Coburg Road, Larch Street and northern elevations which facilitate individual unit access. Variation in material colour is used to highlight these access points.</p>
<p><i>j) The adequacy of sewer and water servicing for the site.</i></p>	<p>No concerns regarding servicing have been identified through the course of review.</p>

## Attachment C – Legislative Authority

### **Development Agreements By Community Council**

The *Community Council Administrative Order*, subsection 3 (1) “Subject to subsection (3) of this section, sections 29, 30 and 31 of the *Halifax Regional Municipality Charter* apply to each Community Council.”

*Halifax Regional Municipality Charter*:

#### **Development agreements by community councils**

- 31** (1) This Section applies to a community council if the Council so provides in the policy establishing the community council.
- (2) Where a municipal planning strategy of the Municipality provides for development by agreement, the community council stands in the place and stead of the Council and Part VIII applies with all necessary changes.
- (3) A development agreement, or amendment to a development agreement, entered into by a community council must be signed by the Mayor and the Clerk on behalf of the Municipality.
- (4) Where a development agreement entered into by a community council purports to commit the Municipality to an expenditure, the commitment has no force or effect until approved by the Council. 2008, c. 39, s. 31.

*HRM Charter*, Part VIII, Planning and Development, including:

#### **Development agreements**

- 240** (1) The Council may consider development by development agreement where a municipal planning strategy identifies
- (a) the developments that are subject to a development agreement;
  - (b) the area or areas where the developments may be located; and
  - (c) the matters that the Council must consider prior to the approval of a development agreement.
- (2) The land-use by-law must identify the developments to be considered by development agreement. 2008, c. 39, s. 240.

#### **Content of development agreements**

- 242** (1) A development agreement may contain terms with respect to
- (a) matters that a land-use by-law may contain;
  - (b) hours of operation;
  - (c) maintenance of the development;
  - (d) easements for the construction, maintenance or improvement of watercourses, ditches, land drainage works, stormwater systems, wastewater facilities, water systems and other utilities;
  - (e) grading or alteration in elevation or contour of the land and provision for the disposal of storm and surface water;
  - (f) the construction, in whole or in part, of a stormwater system, wastewater facilities and water system;
  - (g) the subdivision of land;
  - (h) security or performance bonding.
- (2) A development agreement may include plans or maps.
- (3) A development agreement may

- (a) identify matters that are not substantive or, alternatively, identify matters that are substantive;
- (b) identify whether the variance provisions are to apply to the development agreement;
- (c) provide for the time when and conditions under which the development agreement may be discharged with or without the concurrence of the property owner;
- (d) provide that upon the completion of the development or phases of the development, the development agreement, or portions of it, may be discharged by the Council;
- (e) provide that, where the development does not commence or is not completed within the time specified in the development agreement, the development agreement or portions of it may be discharged by the Council without the concurrence of the property owner. 2008, c. 39, s. 242.

**Requirements for effective development agreement**

- 243** (1) A development agreement must not be entered into until
- (a) the appeal period has elapsed and no appeal has been commenced; or
  - (b) all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board.
- (2) The Council may stipulate that a development agreement must be signed by the property owner within a specified period of time.
- (3) A development agreement does not come into effect until
- (a) the appeal period has elapsed and no appeal has been commenced or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board;
  - (b) the development agreement is signed by the property owner, within the specified period of time, if any, and the Municipality; and
  - (c) the development agreement is filed by the Municipality in the registry.
- (4) The Clerk shall file every development agreement, amendment to a development agreement and discharge of a development agreement in the registry. 2008, c. 39, s. 243.



**DISTRICTS 7 & 8 PLANNING ADVISORY COMMITTEE  
PUBLIC MEETING MINUTES  
December 3, 2015**

**PRESENT:** Mr. Brenden Sommerhalder, Chair  
Ms. Katherine Kitching, Vice Chair  
Mr. Michael Bradfield  
Ms. Sunday Miller  
Mr. Grant Cooke  
Mr. Adam Hayter  
Councillor Waye Mason  
Councillor Jennifer Watts

**REGRETS:** Ms. Sarah MacDonald  
Mr. Joe Metlege

**STAFF:** Ms. Jillian MacLellan, Planner  
Mr. Andrew Reid, Legislative Assistant

*The following does not represent a verbatim record of the proceedings of this meeting.*

*The agenda, supporting documents, and information items circulated to the Districts 7 & 8 PAC are available online: <http://www.halifax.ca/boardscom/D78PAC/151203d78pac-agenda.php>*

*The meeting was called to order at 7:00 p.m., and adjourned at 8:45 p.m.*

**1. CALL TO ORDER**

The Chair called the meeting to order at 7:00 p.m. in the Goldberg Computer Science Building (CIBC Auditorium), 6050 University Avenue, Halifax, NS

**2. PUBLIC PARTICIPATION**

**2.1 Case 19858 - Application by W.M. Fares Group, for the lands of 6345 Coburg Road, to amend the Municipal Planning Strategy for Halifax and Land Use By-law for Halifax Peninsula to develop a multiple-unit residential building through a development agreement.**

Ms. Jillian MacLellan, Planner, presented Case 19858. She described the site context as located within the Halifax Peninsula area, its designation medium density residential and the zoning as R-2. She stated that the site was most recently used as a student residence and for chaplain services. She highlighted a number of design guidelines proposed by the applicant during the time of initiation, which included a 4-5 storey building stepping down to 3 stories on Larch Street and appropriate setbacks from neighbouring properties. Ms. MacLellan described the proposed building as a 6 storey building, 62 ft in height, with enclosed parking on the first level. She clarified that the height precinct of the site was 35 ft. She noted that the vehicular and residential access was proposed off Coburg Road, and there would be a 10 ft setback from the neighbouring multiunit dwelling to the east. She also noted that the proposed building would step down to 3 storeys north to Larch Street and transition with a 15 ft setback. She requested feedback regarding the proposed use, the overall design, the proposed height, and relation of the proposal to neighbouring properties, what features might be retained on the property, what may be more appropriate in place of the proposal, and what qualities and characteristics of the area staff should be aware of. Ms. MacLellan described the planning application process, noting that the purpose of the meeting was for information sharing and that no decisions had yet been made.

Mr. Jacob JeBailey, Architect, WM Fares, described the proposal. He noted the 89.5% site coverage, 19 below grade parking stalls, 28 residential units, the proposed building's pitched roof, and 15 foot setback towards Larch Street. He highlighted significant grade changes with the site. Mr. JeBailey described the proposed building's mixture of units. He also described the materials of the proposed building as high quality glass, cedar shake cladding, wood cladding for the taller portion, and composite panels for the 3 storey level and light grey brick.

The Chair outlined ground rules for speaking. He opened the floor to comments from the public.

**Ms. Cathy Coady**, resident of the South End, stated concern that there were many single family dwellings in proximity to the proposed development. She requested the current appearance of the property be maintained. She stated concern for the lot coverage in terms of eliminating greenspace and the intrusion of balconies and the combined effect on abutting neighbours. She questioned why the proposal was being considered where the municipality had refused smaller applications in the neighbourhood.

**Mr. Blair Miller**, resident of the South End, stated that the presentations highlighted large multiunit buildings but did not pay attention to the existing fabric of single family units. He echoed the previous speaker's comments regarding the eligibility of the application in view of smaller additions or accessory uses being refused in the area. He requested that the neighbourhood be brought back into a single family fabric habitable for families. Mr. Miller requested that a dwelling be built that complemented single unit dwellings.

Regarding the eligibility of the proposal, Ms. MacLellan responded that the applicant's rationale for development was its location between properties of a high density residential zone. She also stated that the property's previous ownership was the Catholic Archdiocese and that the applicant was interested in

exploring a use beyond the R-2 zone. She stated that this was the context in which the application was initiated by Regional Council and the meeting was to gather feedback on whether it would be acceptable to change the use of the zone.

**Mr. Bruce Tinkham**, resident of Larch St, questioned the ownership of the property; would the ownership be subject to the approval of the application; was the Municipality aware of traffic concerns in terms of speeding and would this be considered; was the same zoning or designation set in place during the time of the other multiunit buildings mentioned; would the proposal provide rentals or condominiums; and, would parking provisions be consistent with other parking needs in the area and with Municipal policy. He echoed the previous speakers' concerns regarding the increase in density. He also questioned the target date of development and he questioned if the condominium to the east could be purchased by the applicant to increase the size of the development. Mr. Tinkham also stated concern for the possible use of the proposal as executive suite short term rentals.

Ms. MacLellan responded that there was new ownership on the property. She stated that a traffic impact statement was provided as part of the application and would be considered closely and that staff would consider traffic mitigation. Ms. MacLellan stated that the multiunit buildings were constructed before the current zoning regulations and secondary plan came into effect. She stated that the parking requirements were slightly less than what the Land Use Bylaw requires and staff was currently examining how requirements could be revised. Ms. MacLellan responded regarding the target date that a planning strategy amendment usually required one year. Ms. MacLellan highlighted that condominium versus rental options could not be regulated in the Bylaw. Regarding use of the rentals, Ms. MacLellan clarified that the proposal was not confirmed to be used as executive suites.

Mr. Cesar Saleh responded that WM Fares does not own the property but are acting on behalf of the applicant. He stated there was no intention to accumulate nearby properties and only those indicated in the presentation would be considered by Council. Regarding density, Mr. Saleh stated that it would be 63 people from 28 units. Regarding rentals versus condominiums he stated that they could not be determined at this time. He stated that if approved in the summer of 2016, construction would begin shortly thereafter, with a usual duration of 14 months. Mr. JeBailey highlighted that the building would be of high quality and this would determine the target audience.

**Mr. Christian Curran**, resident of the South End, stated there was no strategic plan for the neighbourhood and many of the concerns were much larger than the site. He echoed concerns regarding traffic. He stated that there were many properties along Jubilee Street which could accommodate a property of this size and he stated concern for the setting of precedent and the lack of vision over the development of the corridors. He stated that the appeal of the neighbourhood was retention of the single unit fabric. He highlighted that the rationale for higher density on the peninsula was not sufficient for this application. He stated concern against planning on a case by case basis.

Ms. MacLellan responded that the Regional Centre plan was currently being worked on; however, site specific amendments were being permitted in the meantime. Regarding precedent, she stated that each applicant requesting a plan amendment would need to demonstrate that circumstances had changed since the Municipal Planning Strategy came into effect and that this would be subject to staff's analysis.

**Mr. Steve Dolan**, of Larch Street, noted changes to the neighbourhood over the past 15 years. He stated concern that the application did not fit the current bylaw in place and voiced opposition to its approval. Mr. Dolan noted concerns for traffic on Coburg Road and questioned if there were any larger traffic plans for Coburg Road. Mr. Dolan stated concern for current shortcutting on Larch Street as a consequence of development. He requested the square footage per unit be listed. He questioned the square footage of the current building on the site. Mr. Dolan stated concern that there was no comparison between the current use and proposed. He stated concern for the rental market in terms of the increase in vacancy rates. He also stated concern that the current property owners were not present.

Regarding traffic, Ms. MacLellan stated she was not aware of any current plans for traffic improvements. She also confirmed that a vacancy rates assessment was not currently held by the Municipality for the area.

Mr. JeBailey responded that the unit size varies from 800 sq ft. to 11,000 sq.ft. He noted an error in the presentation, stating that the lot coverage was 65% and not 89%. Ms. MacLellan added that the definition of coverage was anything above ground.

**Mr. John Carmichael**, resident of the South End, stated that the footprint was too large for the site. He requested that the greenspace on corner of the site remain. He questioned if a smaller building had been proposed for the site or was there a possibility. Ms. MacLellan responded that this was the only proposal received to date.

**Mr. Neil Ritchie**, of the South End, stated concern for loss of the greenspace on the site. He also stated concern for the overall density in the neighbourhood resulting in noise and disturbance. He highlighted the length of time change has been promised to the district via the Centre Plan. He stated concern that there was an absence of an overall plan to govern the neighbourhood.

**Mr. Bill Oland**, resident of Larch Street, echoed the previous speakers' concerns. He also stated concern for the degradation of property on the peninsula, stating that a change in the norm for property upkeep has resulted in the loss in quality of life for those in the area. He stated that landlords were not held to the same standard as private property owners. He also stated concern for transportation corridors such as Coburg Road and Chebucto Road because of the narrowness of the roads. Mr. Oland stated if pedestrian flow could not be improved, the situation would worsen. He stated that the parking entrance on Coburg Road may be a dangerous location, as it would cause vehicles to slow down and make a turn into a sloped entrance.

**Ms. Maida Murray**, resident of South End, stated concern for the traffic conditions on Coburg Road and that the proposal would affect transit service due to traffic entering the proposed development, the resulting in a loss of greenspace, and the limited setback. She also stated concern for a precedent being set resulting in disruption of neighbourhoods' character.

**Mr. Ross Haynes**, resident of the South End, stated concern for traffic problems. He stated that the building form was inappropriate for the area. Mr. Hanes stated concern for the possibility that the applicant would conduct short term leases. He suggested that the proposal be turned down as it was incompatible with the residential community. Mr. Hanes stated concern for degradation resulting in destruction and construction of buildings not consistent with the neighbourhood. He stated that more owner-occupied dwellings conforming to the existing bylaw were desired for the area.

**Ms. Coady** questioned if an environmental impact study had been created for the site. She voiced concern for potential wind tunnels, shadows, and waste collection. Ms. MacLellan responded that a wind or shadow study had not been considered for the proposal as this was not requested below buildings of a 10 storey range.

**Mr. Curran** stated that parking garage should be on Coburg Road as currently proposed and not Larch Street. In terms of design, he voiced approval for different kinds of materials but stated opposition to the peaked roof. He questioned if there was an alternative to create a barrier from the neighbourhood to the north.

**Ms. Catherine Haynes**, of the South End, noted regarding the meeting process that comments on the design were incongruous as the overall acceptability of the proposal was under question. Ms. Hanes stated that the discussion should be around whether all multiple unit dwellings were appropriate for the area.

Ms. MacLellan responded that since initiation, staff would be looking for feedback on the appropriateness of the proposal. She encouraged further comments to be forwarded to her.

**Mr. Dolan** cited examples of retrofitted properties on Coburg used as professional buildings in terms of their quality. He stated these developments were made possible though they had fewer units. He questioned the sensibility of allowing the proposal to proceed.

**Mr. Tinkham** suggested that the possibility the proposal would be for short term rentals was of extreme significance. He suggested that any property approved on the site should be of high quality and for long term use.

**Mr. David Gardner**, resident of the area, stated concern for the proximity of the proposal to the abutting condominium. He questioned the current setback. He stated concern for the lack of greenspace fronting Coburg Road. Mr. Gardner commented that the design did not look like other dwellings in the neighbourhood. He noted the combination of different materials was without precedent in the area.

Ms. MacLellan responded that the applicant was proposing a 10 ft setback from the abutting condominium to the east, but the balconies extended into this setback. She stated that the Land Use Bylaw requirements for an R3 zone would be a minimum setback of 10 feet, subject to angle controls. She stated underground uses such as garages were not restricted through the Bylaw.

**Mr. Haynes** stated concern for the proposal blocking light from the abutting condominium. He commented that short term rentals or rentals of any kind were not desired in the neighbourhood.

### **3. ADJOURNMENT**

The Chair adjourned the meeting at 8:45 p.m.

Andrew Reid  
Legislative Assistant