



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

Item No. 13.1.7
Halifax and West Community Council
February 28, 2017

TO: Chair and Members of Halifax and West Community Council

ORIGINAL SIGNED

SUBMITTED BY:

Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: January 20, 2017

SUBJECT: **Case 18322: Development Agreement for 6124 Coburg Road and 1460, 1462, 1470 and 1474 Seymour Street, Halifax**

SUPPLEMENTARY REPORT

ORIGIN

- Application from Geoff Keddy Architects and Associates and WSP Canada Inc.
- On April 5, 2016, Halifax Regional Council approved site specific Municipal Planning Strategy amendments for 6124 Coburg Road and 1460, 1462, 1470 and 1474 Seymour Street, Halifax
- On June 28, 2016, Halifax & West Community Council approved the proposed Development Agreement for a 6 storey, mixed use building at 6124 Coburg Road and 1460, 1462, 1470 and 1474 Seymour Street, Halifax
- On July 14, 2016, David Owen Carrigan filed an appeal of Council's decision to approve the Development Agreement
- On December 1, 2016, the Utility and Review Board Ordered that "The Development Agreement be amended by replacing the word "excluding" with the word "including" in Section 2.2.1(c) and that Council approve the Development Agreement as amended by the Board"

LEGISLATIVE AUTHORITY

Refer to Attachment C.

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A, to permit the development of a mixed residential and commercial building at 6124 Coburg Road and 1460, 1462, 1470 and 1474 Seymour Street, Halifax; and
2. Require that the proposed development 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 otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND / DISCUSSION

On April 5, 2016, Halifax and West Community Council and Halifax Regional Council held a joint public hearing to consider proposed amendments to the Halifax Municipal Planning Strategy (MPS), the Halifax Peninsula Land Use By-law (LUB), as well as a proposed development agreement, to permit the development of a 6 storey mixed residential and commercial building at 6124 Coburg Road and 1460, 1462, 1470 and 1474 Seymour Street, Halifax. Following the public hearing, Regional Council approved the amendments to the MPS and LUB to allow for the development of the 6 storey mixed use building through the development agreement process. At a subsequent meeting of Halifax and West Community Council held on June 28, 2016, the development agreement for the 6 storey proposal was approved. For more information, please see the relevant staff reports at the following links:

<http://www.halifax.ca/Commcoun/west/documents/160217hwcc1312.pdf>

<http://www.halifax.ca/Commcoun/west/documents/hwcc160628item13.1.3-Case18322-SupplementaryReport-DA.pdf>

The approval of the development agreement was subsequently appealed to the Nova Scotia Utility and Review Board. The Board, heard the appeal on September 14 and 15, 2016, and received final written submissions on October 6, 2016. The Board issued their decision on the matter on December 1, 2016 allowing the appeal and issued the following Order:

It is hereby ordered that:

- 1. The Appeal is allowed on the basis the Development Agreement does not reasonably carry out the intent of specific height limitations set out in PCAP Policy 1.15(d); and*
- 2. The Development Agreement be amended by replacing the word "excluding" with the word "including" in Section 2.2.1(c) and that Council approve the Development Agreement as amended by the Board.*

While all other claims within the appeal were found to be unsubstantiated, the Board found that the wording of the development agreement allowed rooftop equipment to extend beyond the 66 foot height restriction set out in Peninsula Centre Secondary Plan Policy 1.15, rendering the agreement inconsistent with the MPS. While the plans attached to the development agreement were consistent with the 66 foot height maximum, a change to the text of the document was determined to be necessary to ensure the agreement is in conformity with the MPS. It should be noted that it was never the intent to allow a building which exceeded 66 feet inclusive of mechanical equipment. The confusion on this issue arose from a drafting error which the Board has now rectified by formal Order.

An amended development agreement which conforms to the Order can be found in Attachment A of this report while a copy of the Order, dated December 1, 2016, is located in Attachment B. In keeping with the Board's Order, it is recommended that Community Council approve the development agreement as provided in Attachment A.

FINANCIAL IMPLICATIONS

There are no financial 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 development agreement. The administration of the development agreement can be carried out within the approved 2017 budget with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This report is as a result of the Order of 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 the previous reports provided to Halifax and West Community Council as Halifax Regional Council linked above.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area, a public information meeting held on February 19, 2014, and a public hearing held on April 5, 2016. No further engagement has been performed subsequent to the Utility a Review Board Order. An action order provided by the Board is not appealable to the Utility and Review Board.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

The Board has ordered that the Council amend the development agreement as prescribed by the Board Order and as such there are no alternatives in this case.

ATTACHMENTS

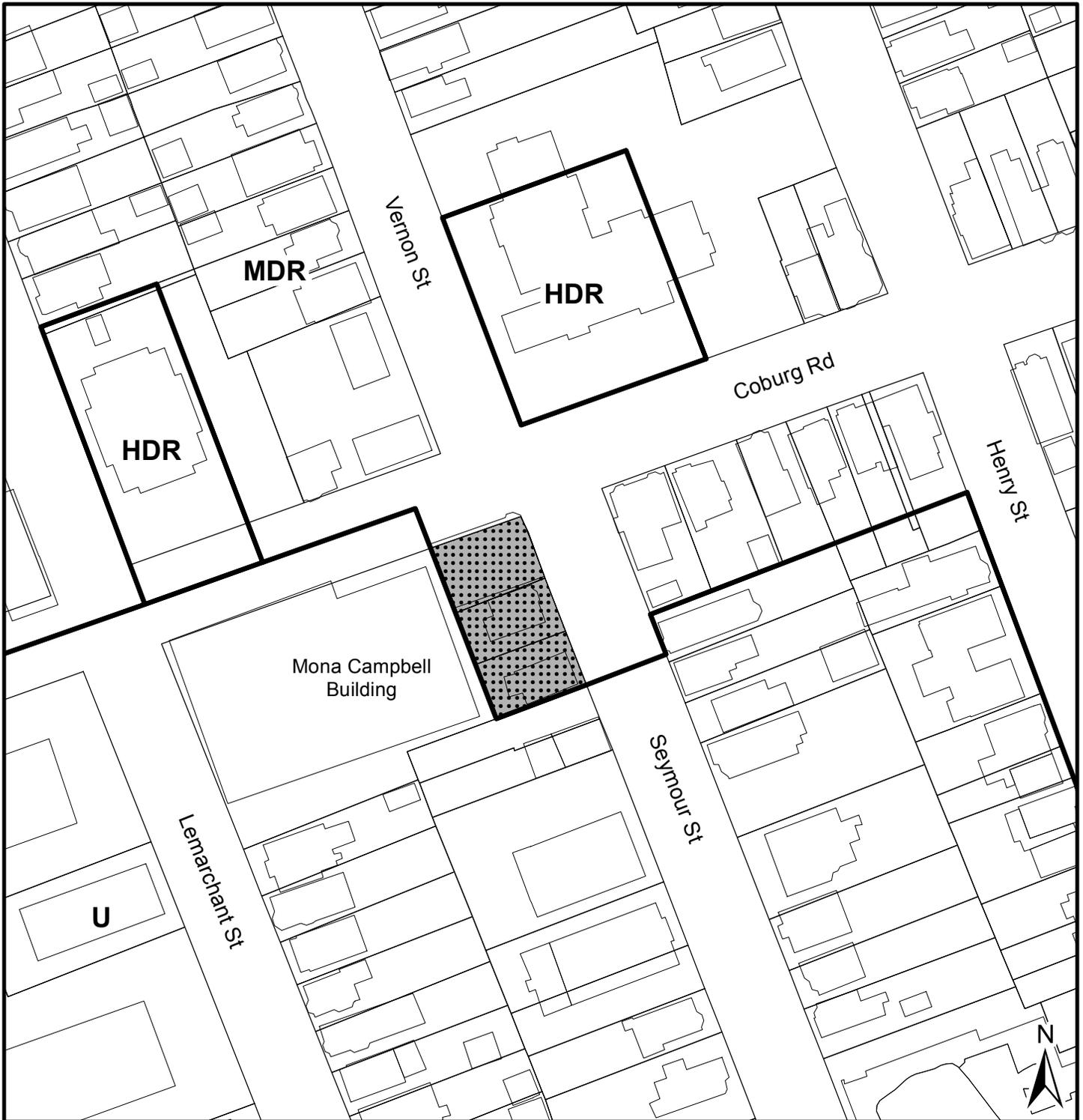
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Amended Development Agreement
Attachment B:	Utility and Review Board Order of December 1, 2016
Attachment C:	Legislative Authority

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: Carl Purvis, Planning Applications Program Manager, 902.490.4797

Report Approved by: ORIGINAL SIGNED

Kelly Denty, Manager, Current Planning, 902.490.4800

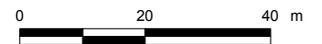


Map 1 - Generalized Future Land Use

1460-1474 Seymour Street
and 6124 Coburg Road
Halifax

HALIFAX

 Area of proposed
MPS and LUB amendments and
development agreement



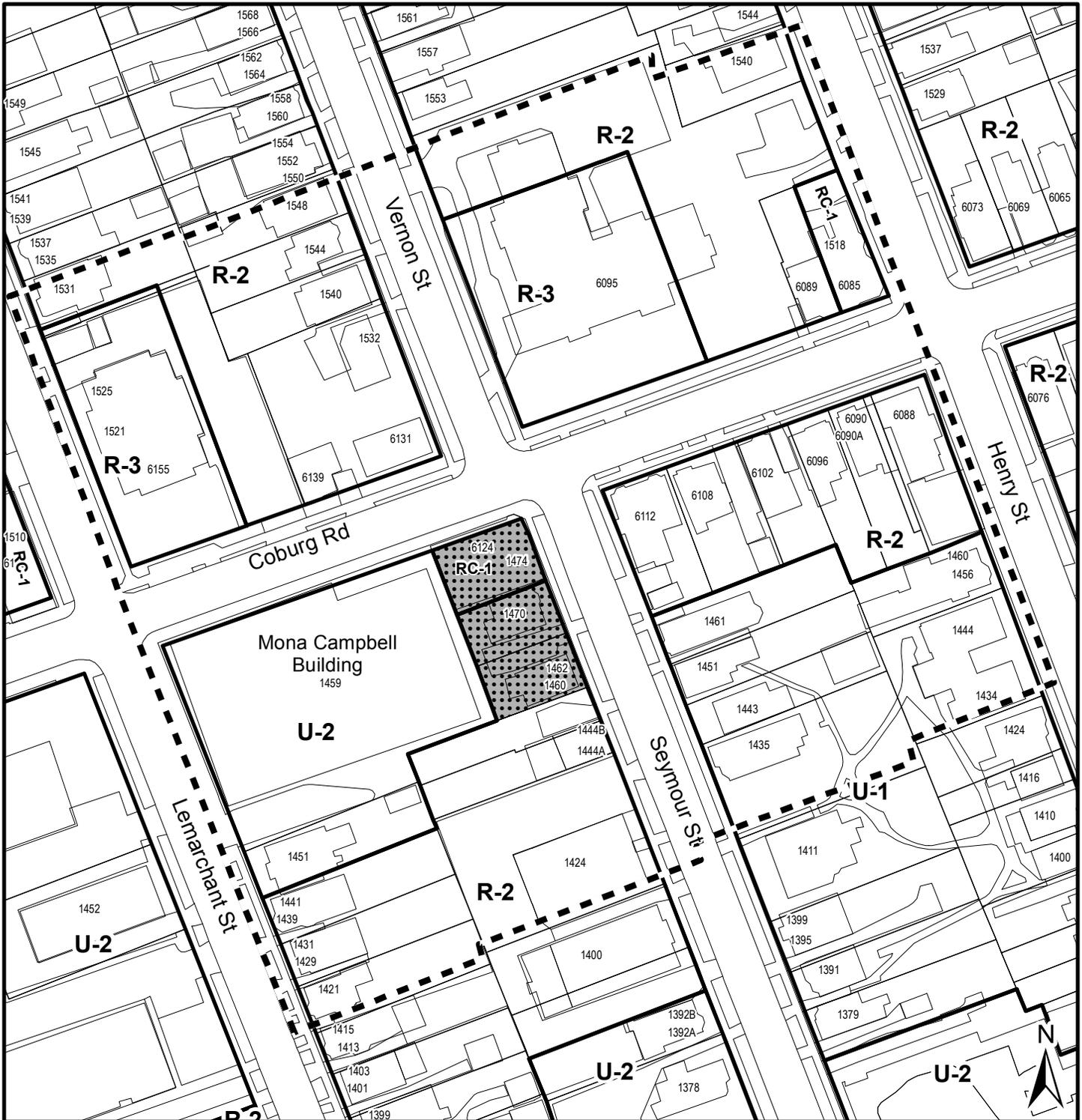
Halifax Plan Area
Peninsula Centre Detailed Plan Area

Designation

MDR Medium Density Residential
HDR High Density Residential
U University

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

1460-1474 Seymour Street
and 6124 Coburg Road
Halifax

HALIFAX

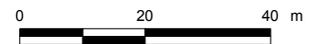
 Area of proposed
MPS and LUB amendments and
development agreement

Zone

- R-2 General Residential
- R-3 Multiple Dwelling
- RC-1 Neighbourhood Commercial
- U-1 Low-Density University
- U-2 High-Density University

 Area of notification

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.

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:

[[INSERT Name of Corporation/Business LTD.]]

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 6124 Coburg Road and 1460, 1462, 1470 & 1474 Seymour Street, 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 mixed use residential and commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and Policy 1.15 of Section VI of the Municipal Planning Strategy for Halifax and 95(4) of the Land Use By-law for Halifax Peninsula;

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 18322;

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

- (a) *Drug Store* means an establishment engaged in the retail sale of prescription drugs, non-prescription medicines, cosmetics, and related supplies.
- (b) *Grocery Store* means a retail establishment primarily selling pre-packaged and perishable food as well as other convenience and household goods.
- (c) *Height* means the vertical distance of the highest point of the roof, including any mechanical rooftop equipment, above the mean grade of the finished ground adjoining the building along the principle street.
- (d) *Commercial Parking Lot* means parking spaces that are rented on a monthly or yearly basis to the general public for the storage of motor vehicles.

PART 3: USE OF LANDS 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 18322:

Schedule A	Legal Description of the Lands
Schedule B	Properties to be consolidated
Schedule C	Site Plan
Schedule D	Seymour Street (East) Elevation
Schedule E	Coburg Road (North) Elevation
Schedule F	South Elevation
Schedule G	West Elevation

3.2 Requirements Prior to Approval

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

- (a) Obtain subdivision approval from the Municipality in accordance with Section 3.7 of this Agreement;
- (b) Provide to the Development Officer, a Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer of the Municipality in accordance with Section 4 of this Agreement; and
- (c) Provide to the Development Officer, a sewage generation analysis acceptable to Halifax Water.

3.2.2 Upon the issuance of the Occupancy Permit, the Developer shall provide to the Development Officer:

- (a) Confirmation that all disturbed areas within the HRM right-of-way have been reinstated to original or better condition pursuant to Section 3.12 of this Agreement.

3.3 General Description of Land Use

3.3.1 The uses of the Lands permitted by this Agreement is a multiple unit residential building with commercial uses.

3.3.2 The total number of residential units shall not exceed 35 units and a minimum of one third of the residential units shall have a floor area of 74.3 square metres (800 square feet) or larger.

3.3.3 The following are permitted commercial uses:

- (a) Grocery Store;
- (b) Drug Store;
- (c) Commercial Parking Lot; and
- (d) personal service uses.

3.3.4 Commercial uses shall be located at the ground level, with the exception of the commercial parking lot, which shall be located underground.

3.4 Height and Architectural Requirements

3.4.1 The building's exterior design and Height shall be developed as illustrated on the Schedules. The Development Officer may permit minor variation to the shape, size and the placement of elements of the building provided the following conditions are met:

- (a) the size of the building is not increased;
- (b) the separation distance between the building and adjacent residential buildings is not decreased;
- (c) the setbacks and step backs are not decreased;
- (d) the overall Height is not increased and the ground floor Height is not decreased; and
- (e) the total number of balconies is not increased nor is size of balconies increased.

3.4.2 The ground level shall be a minimum Height of 4 metres (13 feet), measured from floor to ceiling.

3.4.3 Exterior building materials shall be as shown on the Schedules. Variations to the exterior building materials may include any one or more of the following:

- (a) clay masonry;
- (b) random stone masonry;
- (c) brick;
- (d) wood; or
- (e) composite panels located around the window openings.

3.4.4 Each commercial occupancy shall have its own separate entrance from Coburg Road or Seymour Street.

3.4.5 All balconies located on the west elevation shall be recessed.

3.4.6 The total combined floor area of balconies located on the 6th level (penthouse level) shall be no larger than 23.2 square metres (250 square feet).

- 3.4.7 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements associated with new development or alterations to the existing building shall be treated as integral parts of the design. Where appropriate these elements shall be painted to complement the colour of the adjacent surface, except where used expressly as an accent.
- 3.4.8 Large blank or unadorned walls shall not be permitted. The scale of large walls associated with new development or alterations to the existing building shall be tempered by the introduction of artwork.
- 3.4.9 The mechanical systems associated with the building (HVAC, exhaust fans, etc.) shall be designed such that they are not visible from Coburg Road, Seymour Street or abutting residential properties and no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless the mechanical systems (HVAC, exhaust fans, etc.) are screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.5 Parking

- 3.5.1 A minimum of 15 parking spaces shall be provided for the residential units. Additional parking may be made available for monthly and yearly commercial parking.
- 3.5.2 Parking space sizes shall comply with the requirements of the applicable Land Use By-law, as amended from time to time.
- 3.5.3 The Developer shall provide bicycle parking spaces in compliance with the requirements of the applicable Land Use By-law, as amended from time to time.
- 3.5.4 Access to the underground parking and solid waste collection shall be located along Seymour Street as shown on the Schedules. The design shall be incorporated into the overall design of the building through the use of similar colour and similar building materials as the adjacent portions of the building.

3.6 Signage

- 3.6.1 Signage on the Lands shall be permitted for each commercial occupancy in accordance with the requirements of the underlying zone of the Land Use By-law, as amended from time to time.
- 3.6.2 Notwithstanding Section 3.6.1 signage for the monthly and yearly commercial parking shall be limited to one fascia sign no larger than 2 square metres (21.5 square feet) and shall not be illuminated.

3.7 Subdivision of the Lands

A subdivision application to consolidate the properties shown on Schedule B shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law. No Development Permit shall be issued until the subdivision plan is approved.

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 Outdoor Storage

No outdoor storage shall be permitted on the Lands.

3.10 Solid Waste Facilities

- 3.10.1 The multiple unit building shall include designated space for five stream (garbage, recycling, paper, cardboard and organics) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 3.10.2 All refuse and recycling materials shall be contained within the building.

3.11 Deliveries and Solid Waste Collection

- 3.11.1 The private collection of refuse and recyclables on the Lands shall occur between the hours of 8:00 a.m. and 7:00 p.m.
- 3.11.2 Commercial delivery vehicles on the Lands shall only be permitted between the hours of 8:00 a.m. and 7:00 p.m.
- 3.11.3 The hours specified under this section shall apply seven (7) days a week.

3.12 Maintenance

- 3.12.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.12.2 All disturbed areas shall be reinstated to original condition or better.
- 3.12.3 Prior to the issuance of an Occupancy Permit, all disturbed areas located in the HRM right-of-way shall be reinstated to original condition or better as determined by the Development Engineer.

3.13 Construction/Sales Structure

A temporary structure 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 structure shall be removed from the Lands upon the issuance of the Occupancy Permit.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications and shall receive written approval from the Development Engineer prior to undertaking any work.
- 4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including 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 Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground

services, overhead wires and traffic signals to accommodate the needs of the development.

- 4.1.3 Prior to the issuance of a development permit, the Developer shall submit to the Development Officer a sewage generation analysis that is acceptable to Halifax Water.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration 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, stamped and certified 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, stamped and certified 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 Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Site Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.3 Failure to Conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

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 Signage requirements as outlined in Section 3.6 of this Agreement;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (c) The length of time for the completion of the development as identified in Section 7.5 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 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this Section, commencement of development shall mean the consolidation of the properties.

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 of this Agreement, 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 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 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 14 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

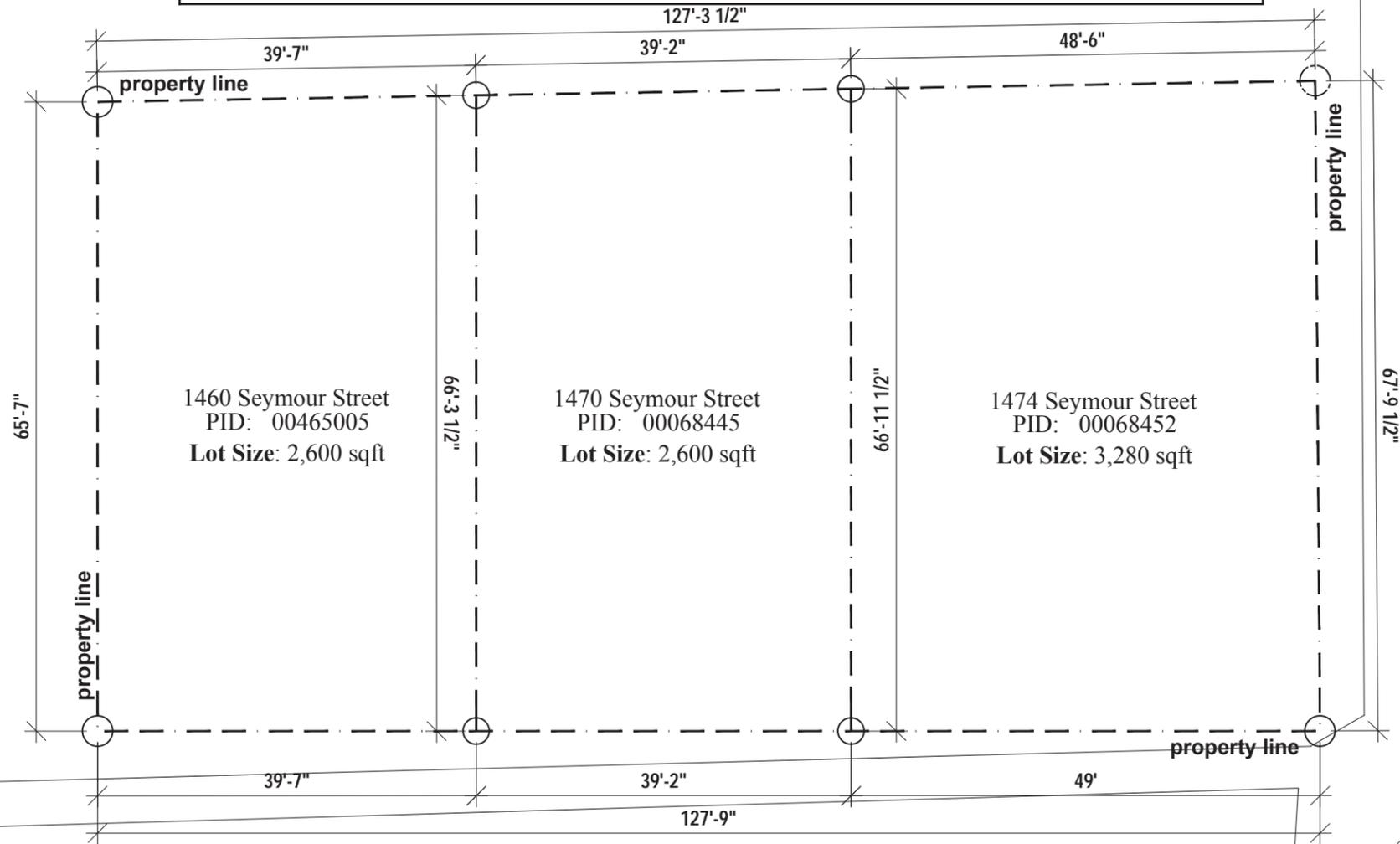
Witness

Per: _____
MAYOR

Per: _____
MUNICIPAL CLERK

Schedule B
Properties to be Consolidated

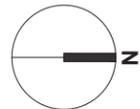
Mona Campbell



Coburg Road

Seymour Street

CONSOLIDATION PLAN



SEYMOUR BUILDING
seymour street
HALIFAX, NS

Geoff Keddy Architect
and Associates Ltd.

5357 Inglis Street
Halifax, Nova Scotia
B3H 1J4
902 420 9400
902 406 6056

north



ADDRESS : 6124 COBURG ROAD, 1474, 1470,
1462, 1460 SEYMOUR STREET

PID's : 00068452, 00068445, 00465005

OWNER : JOHN GHOSN

k	revised	dec 21, 2015
j	revised	nov 10, 2015
i	revised	nov 02, 2015
h	revised	aug 11, 2015
g	revised	july 06, 2015
f	revised	may 01, 2015
e	revised	April 28, 2015
d	revised	April 13, 2015
c	revised	mar 27, 2015
b	revised	mar 26, 2015
a	revised	mar 25, 2015

Revisions / Issues:

NOTES:

COPYRIGHT RELATED TO THE USE OF THIS DRAWING:

The use of this drawing shall be governed by standard copyright law as generally accepted in architectural practice.

ARCHITECT'S REQUIREMENTS AND APPROVALS:
It is the Builder's responsibility to notify Geoff Keddy Architect and Associates Limited and to seek prior written approval for materials and workmanship which deviates from instructions provided by the Architect.

ENGINEER'S REQUIREMENTS AND APPROVALS:
It is the Builder's responsibility to notify Geoff Keddy Architect and Associates Limited and to seek prior written approval for materials and workmanship which deviates from instructions provided by the Engineer.

AUTHORITIES' REQUIREMENTS AND APPROVALS:
All materials and workmanship must comply with the requirements of all authorities having jurisdiction over the work. It is the Builder's responsibility to gain necessary approval from all relevant Authorities.

DIMENSIONS:
All dimensions must be verified on site. Do not scale off drawings. Plans take precedence over elevations. In the absence of dimensions, or if discrepancies exist, consult Architect. All minimum dimensions are to comply with the National Building Code of Canada.

SHOP DRAWINGS:
Submit shop drawings to the Architect and Engineer for approval prior to manufacture of prefabricated elements of the building.

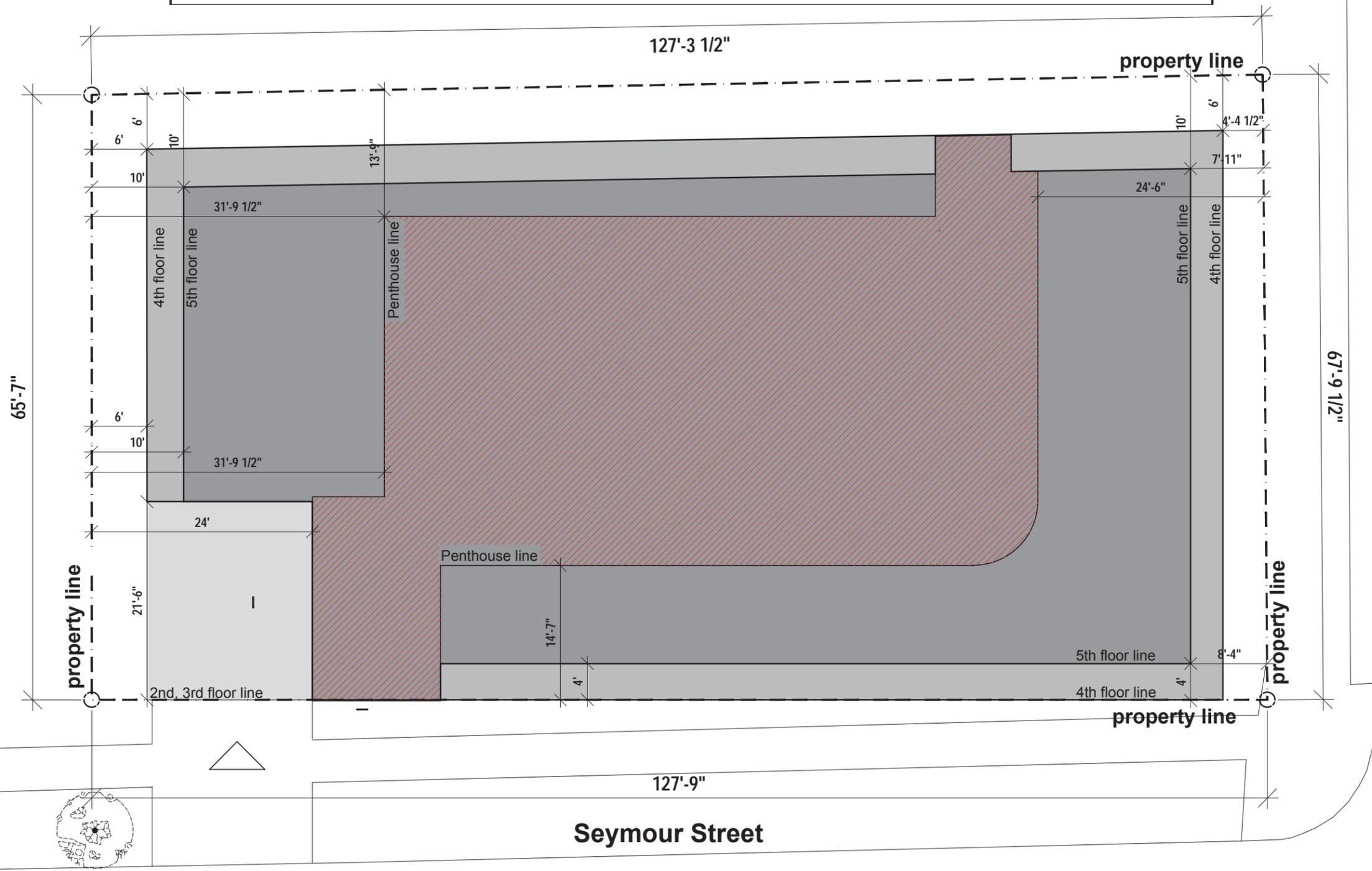
Consolidation Plan

scale: 1/16" = 1'-0"
date: 04/12/14
drawn by: rf
chk'd by: gk

A 000

Schedule C
Site Plan

Mona Campbell



Seymour Street

Coburg Road

SEYMOUR BUILDING
seymour street
HALIFAX, NS

**Geoff Keddy Architect
and Associates Ltd.**

5357 Inglis Street
Halifax, Nova Scotia
B3H 1J4
902 420 9400
902 406 6056

north



ADDRESS : 6124 COBURG ROAD, 1474, 1470,
1462, 1460 SEYMOUR STREET
PID's : 00068452, 00068445, 00465005
OWNER : JOHN GHOSH

k	revised	dec 21, 2015
j	revised	nov 10, 2015
i	revised	nov 02, 2015
h	revised	aug 11, 2015
g	revised	july 06, 2015
f	revised	may 01, 2015
e	revised	April 28, 2015
d	revised	April 13, 2015
c	revised	mar 27, 2015
b	revised	mar 26, 2015
a	revised	mar 25, 2015

Revisions / Issues:

NOTES:

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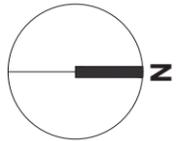
ARCHITECT'S REQUIREMENTS AND APPROVALS:
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ENGINEER'S REQUIREMENTS AND APPROVALS:
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DIMENSIONS:
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SITE PLAN

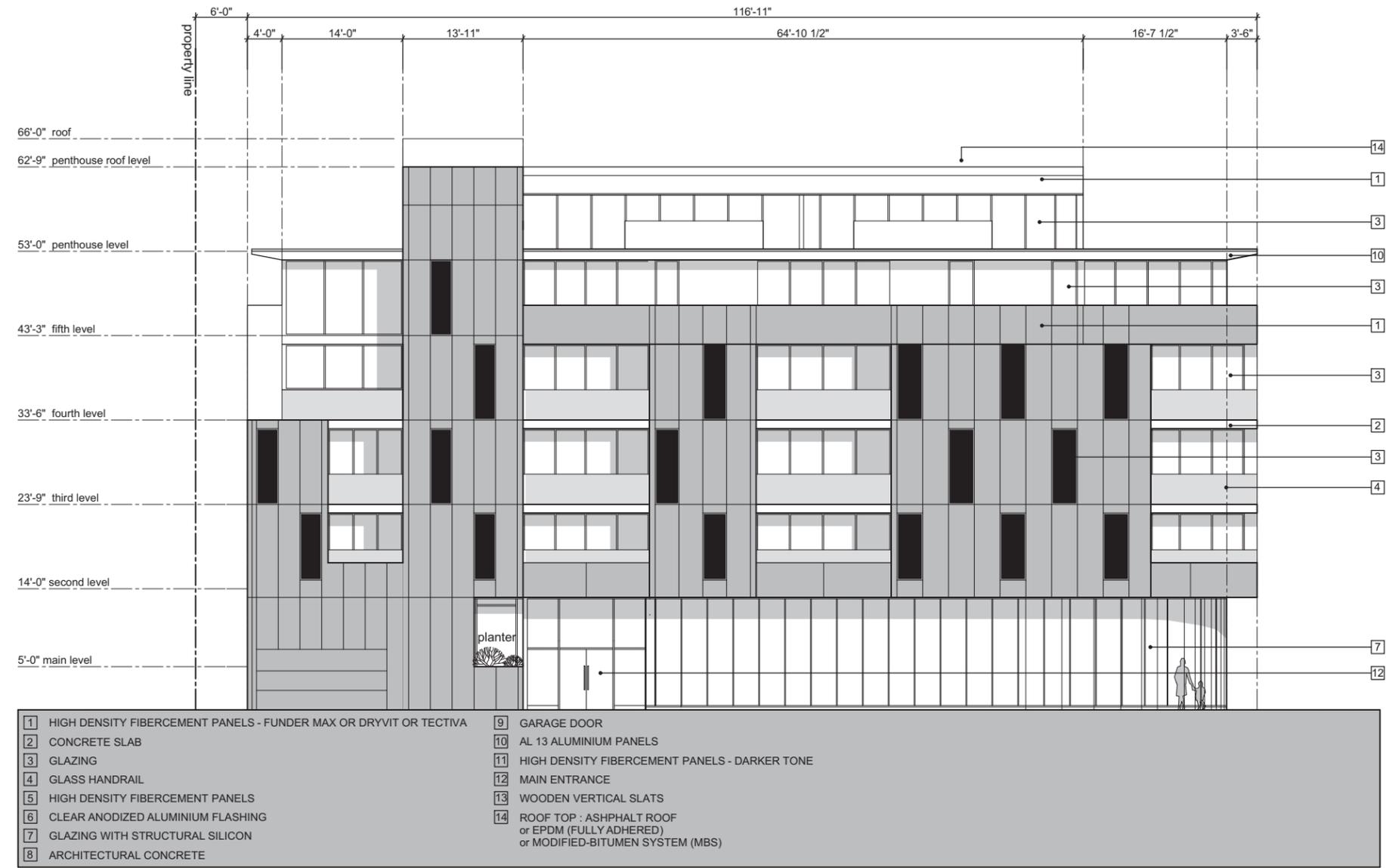


Site Plan

scale: 1/16" = 1'-0"
date: 04/12/14
drawn by: rf
chk'd by: gk

A001

Schedule D
Seymour Street (East) Elevation



Seymour Street Elevation (East Elevation)



SEYMOUR BUILDING
seymour street
HALIFAX, NS

Geoff Keddy Architect
and Associates Ltd.

5357 Inglis Street
Halifax, Nova Scotia
B3H 1J4
902 420 9400
902 406 6056

m	revised	Nov 10, 2015
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j	revised	sep 23, 2015
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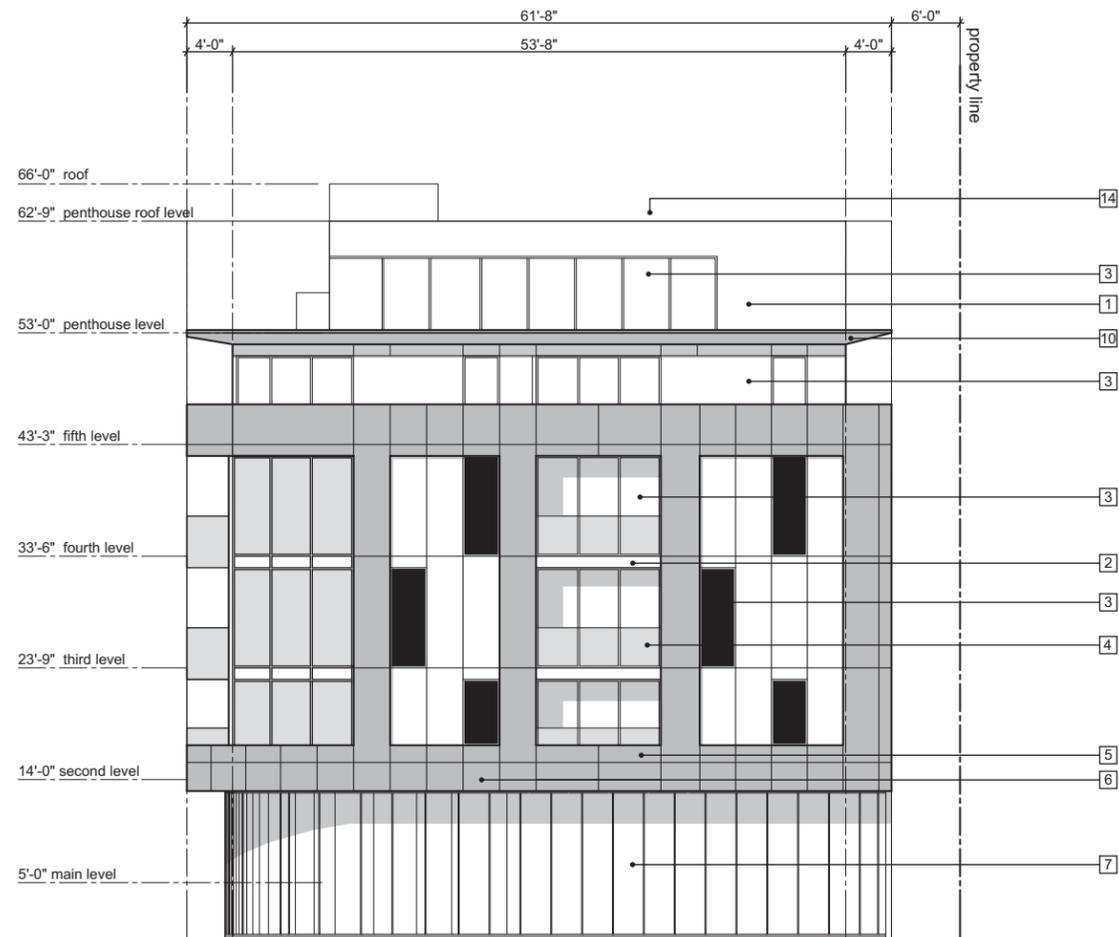
SHOP DRAWINGS:
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SEYMOUR STREET
ELEVATION

scale: 1/16" = 1'-0"
date: 04/12/14
drawn by: mf
checked by: gk

a200

Schedule E
Coburg Road (North) Elevation



- | | |
|---|---|
| 1 HIGH DENSITY FIBERCEMENT PANELS - FUNDER MAX OR DRYVIT OR TECTIVA | 9 GARAGE DOOR |
| 2 CONCRETE SLAB | 10 AL 13 ALUMINIUM PANELS |
| 3 GLAZING | 11 HIGH DENSITY FIBERCEMENT PANELS - DARKER TONE |
| 4 GLASS HANDRAIL | 12 MAIN ENTRANCE |
| 5 HIGH DENSITY FIBERCEMENT PANELS | 13 WOODEN VERTICAL SLATS |
| 6 CLEAR ANODIZED ALUMINIUM FLASHING | 14 ROOF TOP : ASPHALT ROOF or EPDM (FULLY ADHERED) or MODIFIED-BITUMEN SYSTEM (MBS) |
| 7 GLAZING WITH STRUCTURAL SILICON | |
| 8 ARCHITECTURAL CONCRETE | |

Coburg Street Elevation (North Elevation)



SEYMOUR BUILDING
seymour street
HALIFAX, NS

Geoff Keddy Architect
and Associates Ltd.

5357 Inglis Street
Halifax, Nova Scotia
B3H 1J4
902 420 9400
902 406 6056

Revisions / Issues:	Revised By	Date
m	revised	Nov 10, 2015
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a	revised	mar 25, 2015

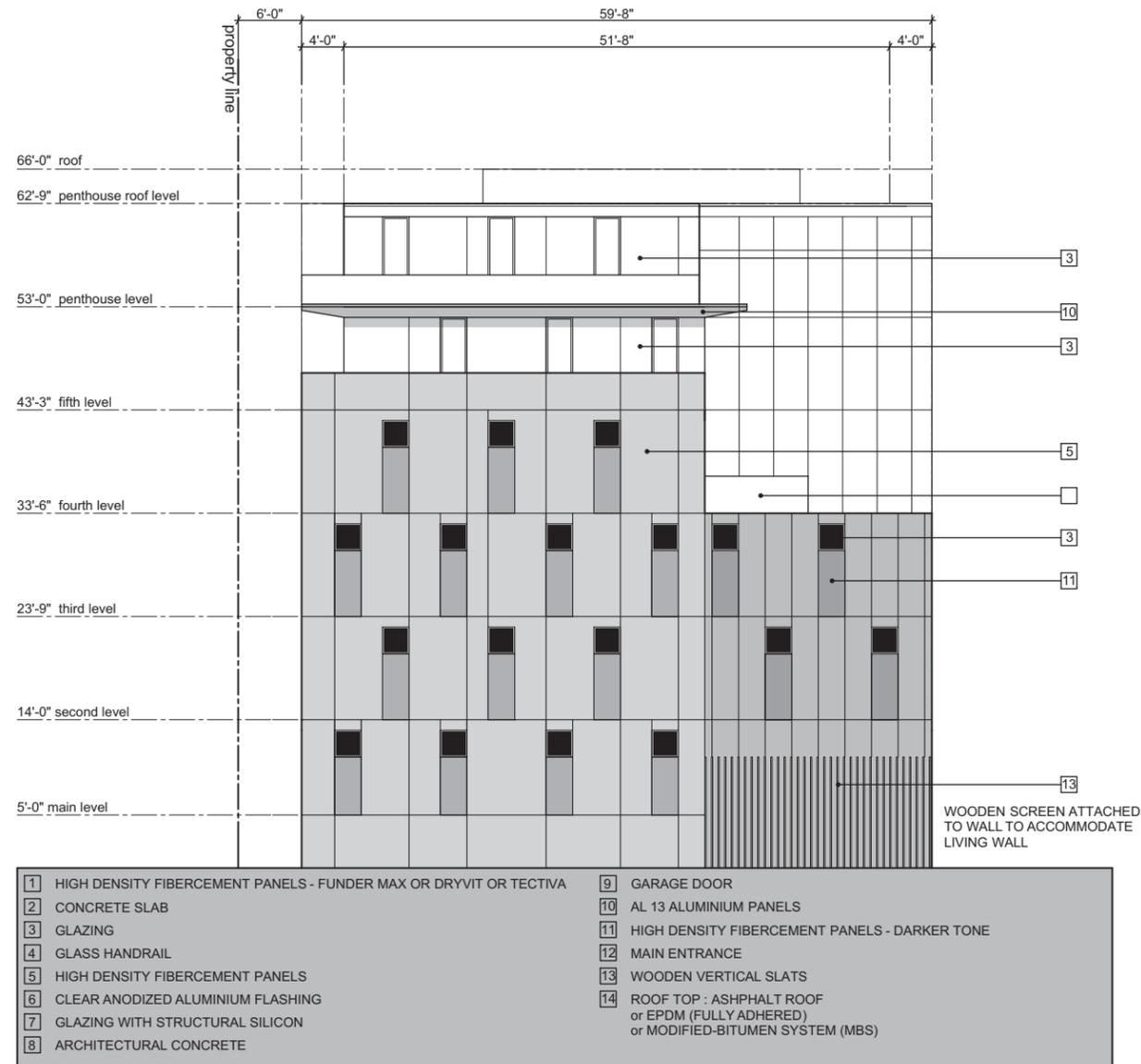
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COBURG ROAD
ELEVATION

scale: 1/16" = 1'-0"
date: 04/12/14
drawn by: nf
checked by: gk

a201

Schedule F
South Elevation



South Elevation



SEYMOUR BUILDING
seymour street
HALIFAX, NS

Geoff Keddy Architect
and Associates Ltd.

5357 Inglis Street
Halifax, Nova Scotia
B3H 1J4
902 420 9400
902 406 6056

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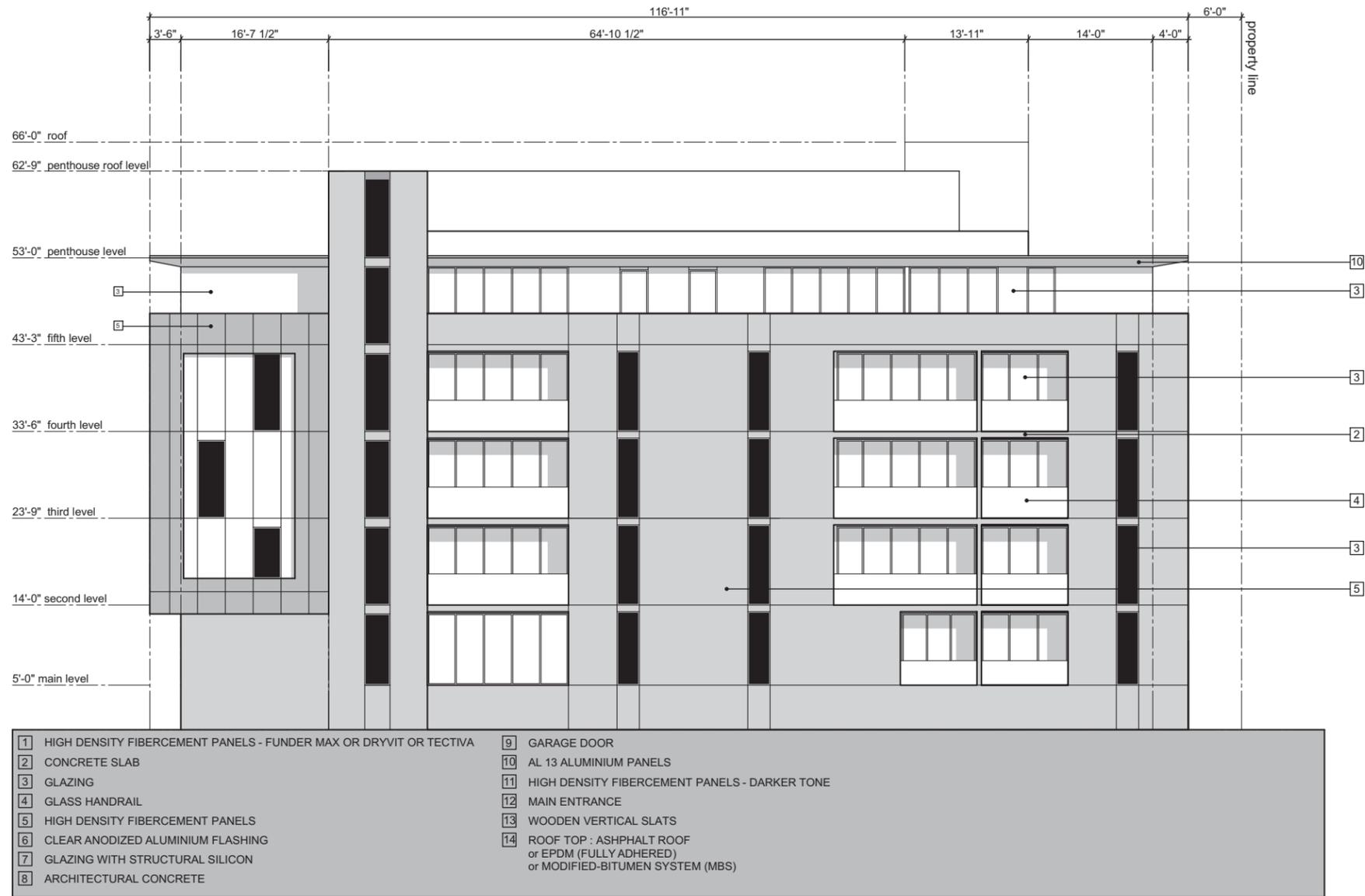
SHOP DRAWINGS:
Submit shop drawings to the Architect and Engineer for approval prior to manufacture of prefabricated elements of the building.

SOUTH
ELEVATION

scale: 1/16" = 1'-0"
date: 10/22/10
drawn by: nf
chk'd by: gk

a202

Schedule G
West Elevation



West Elevation



SEYMOUR BUILDING
seymour street
HALIFAX, N S

Geoff Keddy Architect
and Associates Ltd.

5357 Inglis Street
Halifax, Nova Scotia
B3H 1J4
902 420 9400
902 406 6056

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WEST
ELEVATION

scale: 1/16" = 1'-0"
date: 04/12/14
drawn by: nf
chk'd by: gk

a203

ORDER

NOVA SCOTIA UTILITY AND REVIEW BOARD

IN THE MATTER OF THE HALIFAX REGIONAL MUNICIPALITY CHARTER

- and -

IN THE MATTER OF an appeal by **DAVID OWEN CARRIGAN** to the decision of Halifax and West Community Council which approved an Application by Geoff Keddy and Associates and WSP Canada Inc., on behalf of **JOHN GHOSN**, for a Development Agreement to allow for a mixed-use building at the corner of Coburg Road and Seymour Street, Halifax

BEFORE: [REDACTED] Roberta J. Clarke, Q.C., Member
[REDACTED] Richard J. Melanson, LL.B., Member

ORDER

The Board, having heard the Appeal on September 14 and 15, 2016, having received final written submissions on October 6, 2016, and subsequently rendered its written Decision on December 1, 2016;

IT IS HEREBY ORDERED that:

1. The Appeal is allowed on the basis the Development Agreement does not reasonably carry out the intent of specific height limitations set out in PCAP Policy 1.15(d); and
2. The Development Agreement be amended by replacing the word “excluding” with the word “including” in Section 2.2.1(c) and that Council approve the Development Agreement as amended by the Board.

DATED at Halifax, Nova Scotia this 1st day of December, 2016.

Original Signed

Clerk of the Board

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 (“HRM 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;

Attachment C – Legislative Authority

(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.

Powers of Nova Scotia Utility and Review Board on Appeal

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

267 (1) The Board may

(a) confirm the decision appealed from;
(b) allow the appeal by reversing the decision of the Council to amend the land-use by-law or to approve or amend a development agreement;
(c) allow the appeal and order the Council to amend the land-use by-law in the manner prescribed by the Board or order the Council to approve the development agreement, approve the development agreement with the changes required by the Board or amend the development agreement in the manner prescribed by the Board;
(d) allow the appeal and order that the development permit be granted;
(e) allow the appeal by directing the development officer to approve the tentative or final plan of subdivision or concept plan.

(2) The Board may not allow an appeal unless it determines that the decision of the Council or the development officer, as the case may be, does not reasonably carry out the intent of the municipal planning strategy or conflicts with the provisions of the land-use by-law or the subdivision by-law.