



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 13.1.2
Halifax and West Community Council
June 26, 2018

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: *-Original Signed-*

Kelly Denty, Acting Director, Planning and Development
-Original Signed-

Jacques Dubé, Chief Administrative Officer

DATE: May 11, 2018

SUBJECT: Case 20762: Development Agreement for Lynnett Road, Halifax.

ORIGIN

Application by WSP Canada Inc.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development.

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 residential development on lands at Lynnett 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 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 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

WSP Canada Inc. on behalf of PF Properties Ltd. has applied for a development agreement to permit a multiple unit residential building, townhouses and single unit dwellings at the end of Lynnett Road and McIntosh Street, Halifax.

Subject Site	Lynnett Road and McIntosh Street, Halifax (PIDs 40096133 and 40096364)
Location	Consists of two (2) properties with access at the end of Lynnett Road and off McIntosh Street, Halifax.
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Residential Development District (RDD) and High Density Residential (HDR) within the Mainland South Secondary Planning Strategy of the Halifax Municipal Planning Strategy
Zoning (Map 2)	RDD (Residential Development District) and R-4 (Multiple Dwelling Zone) within the Halifax Mainland Land Use By-law
Size of Site	Approximately 10.6 acres
Street Frontage	Approximately 21m along Herring Cove Road and 20m along McIntosh Street
Current Land Use(s)	Vacant
Surrounding Use(s)	Within a predominately residential neighborhood with various residential unit types including multiple unit dwellings, semi-detached and single unit dwellings.

Proposal Details

The applicant has proposed a multiple unit building, townhouses, and single unit dwellings. The major aspects of the proposal are as follows:

- A two-phased residential development containing a mix of residential dwelling types with access at the end of Lynnett Road and McIntosh Street, Halifax;
- Within Phase 1, a four (4) storey multiple unit dwelling containing a maximum of 40 units and 200 square meters of interior amenity space, and six (6) townhouses;
- Within Phase 2, two new public streets servicing six (6) single unit dwellings and twenty-one (21) townhouses; and
- A 2.3 acre protected green space at the rear of the development.

Enabling Policy and LUB Context

The subject site is designated Residential Development District (RDD) and High Density Residential (HDR) within the Mainland South Secondary Planning Strategy and is zoned RDD with a small portion zoned R-4 within the Halifax Mainland Land Use By-law (Maps 1 and 2). Policies 1.5 and 1.5.1 of the Mainland South Secondary Planning Strategy and Implementation Policy 4.4 allow Council to consider a residential development by development agreement.

COMMUNITY ENGAGEMENT

The community engagement process on this file was 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, postcards mailed to property owners within the notification area and a public open house held on October 25, 2017. The public comments received include the following topics:

- concerns regarding the upgrading of McIntosh Street;
- impacts of increased traffic on Lynnett Road; and
- construction impacts and mitigation.

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

The proposal will potentially impact the following stakeholders: local area residents, property owners, community or neighbourhood organizations, business owners, other HRM business units, and other levels of government.

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 and the conditions under which the development may occur. The agreement addresses the following matters:

- Permitted residential uses and phasing of the development;
- Building massing, siting, and architectural requirements;
- Landscaping and open space;
- Parking and access;
- Non-substantive amendments include:
 - changes to landscaping requirements;
 - changes to the exterior appearance of the multiple unit dwelling;
 - changes to the dwelling unit type permitted within Phase 2;
 - changes to the parking and sign requirements;
 - the granting of an extension to the date of commencement of development; and
 - the length of time for the completion of the development.

The attached development agreement will permit a 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.

Phasing and Residential Unit Mix

The development is proposed to proceed in two phases with the first phase containing a multiple unit dwelling and townhouses. The second phase, with proposed access from McIntosh Street, will contain single unit dwellings and townhouse dwellings. Enabling policy within the MPS emphasizes the importance of providing a mix of residential unit types. Ensuring various residential types are included within each phase of the development satisfies this policy intent.

Traffic Impact and Access

A Traffic Impact Study (TIS) was submitted in support of the application and was found acceptable by HRM Engineering staff. Access to Phase 1 of the development is proposed through the existing Lynnett Street which is a maintained but unaccepted street under private ownership. In terms of street improvements, Development Engineering has indicated that Lynnett Road will require very little, if any improvements to accommodate the proposed development within Phase 1. Fire Services has indicated that the parking area for the multiple unit dwelling can be considered an improvement to the existing situation because it provides a turning loop for emergency vehicles.

McIntosh Street Upgrading

Access to Phase 2 of the development is proposed through the existing McIntosh Street. Currently, McIntosh Street is a maintained unaccepted municipal street under private ownership. This means that although HRM does not own the land, some service is provided.

There is an approved subdivision on the neighboring lands to the southeast (McIntosh Run Estates). That subdivision has yet to be fully constructed and the outstanding work includes the improvement of the portion of McIntosh Street needed to provide access to the subject property. Timing of the road improvements associated with the adjacent as-of-right subdivision is not a matter that can be regulated by the proposed development agreement. The applicant has indicated that their intention is to wait until the adjacent development commences and McIntosh Street has been upgraded and turned over to HRM before they begin Phase 2. If McIntosh Street is not upgraded, it is unlikely that Phase 2 of the proposed development will occur. In the proposed development agreement, Phase 2 development rights expire if the applicant fails to complete the development within ten (10) years from the date of registration of the agreement.

Density

Enabling policy indicates that a density of 22 persons per gross acre is appropriate for this area but Council can consider greater densities if there is municipal sewer service capacity. The current proposal is to have a maximum density of 19 persons per gross acre. This notwithstanding, Halifax Water has indicated that there are existing concerns with services in this area, in particular at Roach's Pond Pumping Station. To address this the applicant will need to provide evidence that capacity exists in the local wastewater system for the entire development at the permit stage.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The enabling MPS policies require that the development provide a mixture of residential uses with an emphasis on providing a variety of dwelling unit types and ensuring new development adequately transitions to the surrounding neighborhood. The proposed development meets the intent of these policies and 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 2018-2019 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

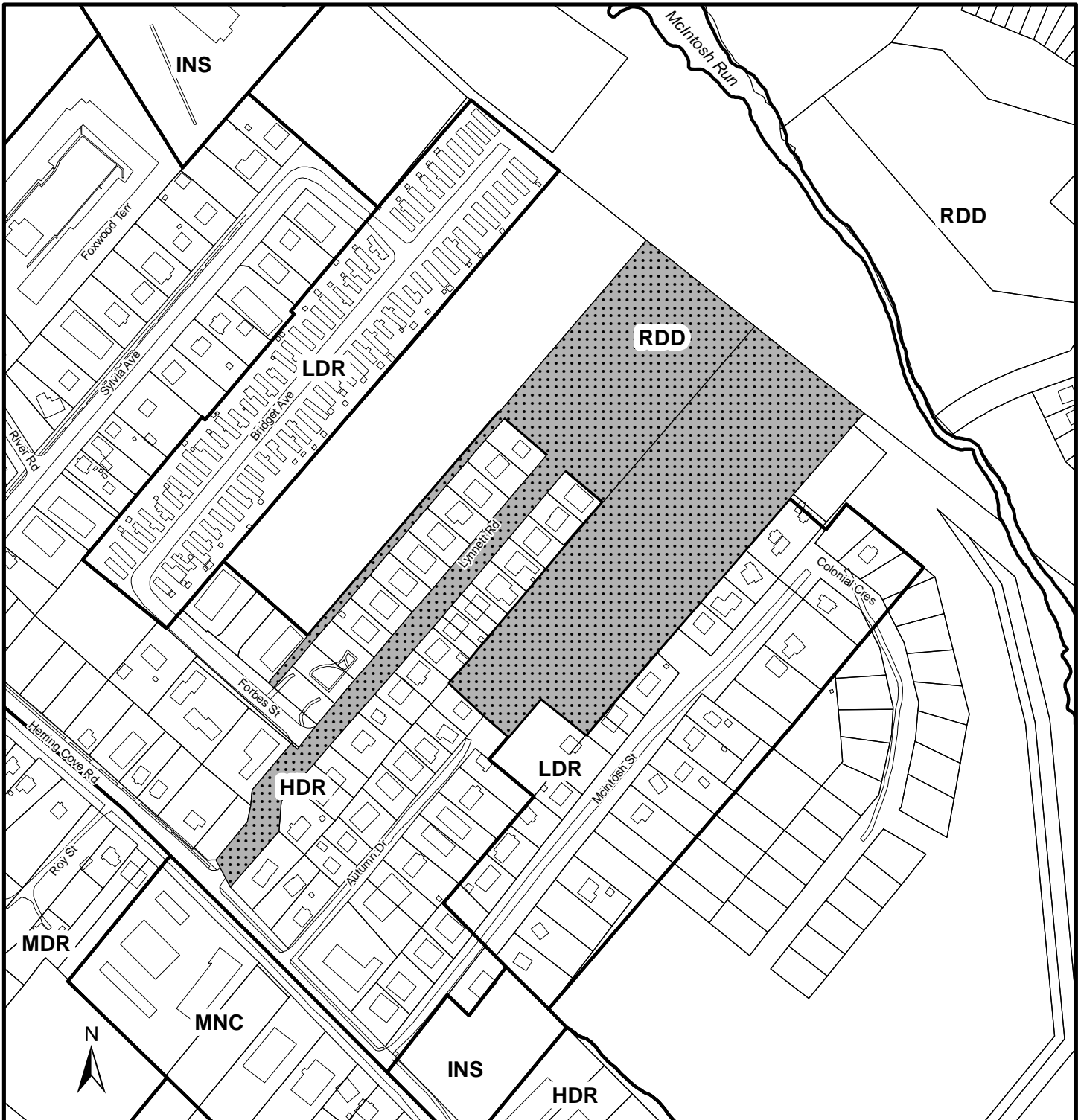
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant Municipal Planning Strategy Policies

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Melissa Eavis, Planner III, 902.490.3966

Report Approved by: ***-Original Signed-***

Steve Higgins, Manager of Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

HALIFAX

Lynett Road, Spryfield
 PID's 40096133 & 40096364

 Subject Properties

Designation

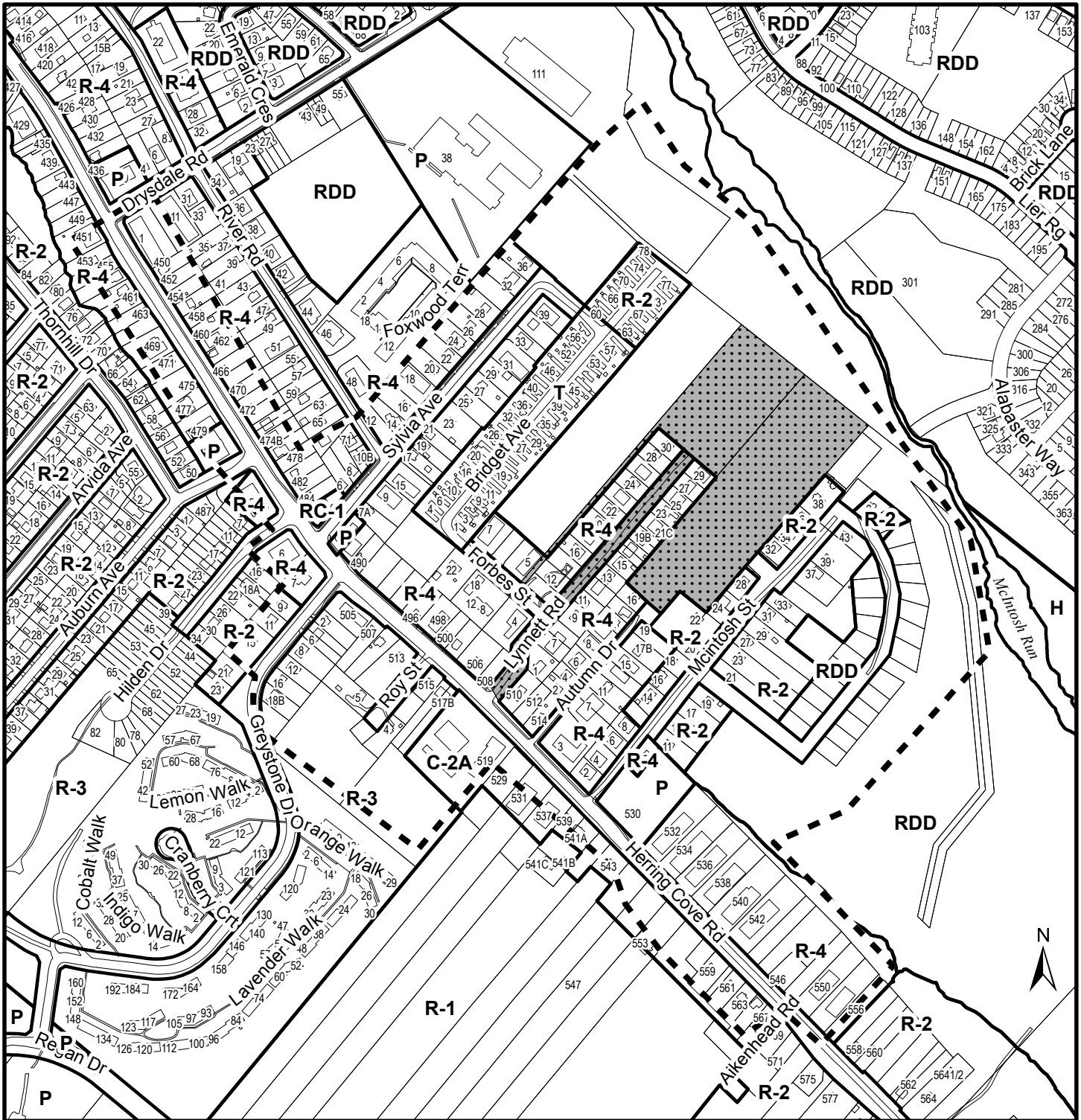
- LDR Low Density Residential
- MDR Medium Density Residential
- HDR High Density Residential
- RDD Residential Development District
- MNC Minor Commercial
- INS INS Institutional



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.

Halifax
 Plan Area



Map 2 - Zoning and Notification

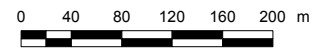
Lynett Road, Spryfield
 PID's 40096133 & 40096364

-  Subject Properties
-  Area of Notification

Halifax Mainland
 Land Use By-Law Area

- Zone**
- R-1 Single Family
 - R-2 Two Family Dwelling
 - R-3 Low-Rise Apartment
 - R-4 Multiple Dwelling
 - RDD Residential Dev. District
 - RC-1 Neighbourhood Commercial
 - C-2A Minor Commercial
 - T Mobile Home Park
 - P Park and Institutional
 - H Holding

HALIFAX



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

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

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 Lynnett Road and McIntosh Street, Halifax PIDs 40096133 and 40096364, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a residential development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 1.5 and 1.5.1 of Halifax Municipal Planning Strategy and Section 62A and 62B of the Halifax Mainland 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 20762;

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

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

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Halifax Mainland and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Halifax Mainland Land Use Bylaw shall be permitted in accordance with the Halifax Regional Municipality Charter within Phase 2 as shown on Schedule B.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

- 2.2.1 The following words used in this Agreement shall be defined as follows:
- a) "Common Shared Private Driveway" means a driveway that is not a public street and has not been accepted nor is maintained by the Municipality or the Province.
 - b) "Pedestrian Walkway" means the walkway extending between Phase 1 and Phase 2 of the Development, as shown on the Schedules of this Agreement.
 - c) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects.
 - d) "Landscape Area" means any combination of trees, shrubs, flowers, grass or the horticultural elements, decorative stonework, pavers, screening or other landscape architectural elements, all of which are designed to enhance the visual amenity of a property or to provide an amenity for common use by the occupants of a building.
 - e) "Indoor amenity space" means common amenity areas located within a multiple unit dwelling residential building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conform with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20762:

Schedule A	Legal Description of the Lands(s)
Schedule B	Concept and Phasing Plan
Schedule C	Preliminary Landscape Plan
Schedule D	Multiple Unit Dwelling Elevations

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of any Development Permit, the Developer shall provide to the Development Officer, unless otherwise permitted by the Development Officer, a detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8 of this Agreement.
- 3.2.2 Within Phase 1, construction of the townhouse buildings must be commenced prior to the issuance of a Development Permit for the multiple unit dwelling. For the purpose of this section, commencement of development shall mean installation of the footings and foundation for all townhouse buildings.

- 3.2.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide to the Development Officer, unless otherwise permitted by the Development Officer, written confirmation prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed pursuant to Section 3.8 and Schedule C of this Agreement.
- 3.2.4 Prior to the issuance of any Development Permit within Phase 2, notwithstanding those required for temporary use buildings, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer as per the terms of this Agreement:
- a) the adjacent unaccepted right of way known as McIntosh Street shall be reconstructed with street and services extended from Herring Cove Road to the access into the Lands, and all accepted by HRM as required by the Regional Subdivision By-law. All design and construction shall meet the standards in the Municipality's Municipal Service Systems Manual (Red Book) as determined and approved by the Municipal Engineer, however, such primary and secondary services as are unnecessary for the proper development of the subdivision may be waived in consultation with the approval of the Municipal Engineer.
 - b) the completion of all public roads shall be secured or constructed and deeded to the Municipality pursuant to Section 4.1 of this agreement.
- 3.2.5 Prior to the issuance of the first Occupancy Permit within Phase 2, the Developer shall provide to the Development Officer, unless otherwise permitted by the Development Officer, written confirmation and photographic evidence that all privacy screening has been constructed as per Section 3.8 and Schedule C of this Agreement.
- 3.2.6 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.2.7 Upon the issuance of an Occupancy Permit, the Developer shall confirm to the Development Officer that all disturbed areas within the HRM right-of-way have been reinstated to original or better condition pursuant to Section 3.2.3 of this Agreement.

3.3 General Description of Land Use

- 3.3.1 The development shall be developed in two (2) phases as shown on Schedule B of this Agreement.
- 3.3.2 The use(s) of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are the following:
- (a) One (1) multiple unit dwelling
 - (b) Townhouse dwellings
 - (c) Single Unit Dwellings
 - (d) Accessory Uses to the foregoing
- 3.3.3 The development shall be comprised of a mix of residential dwelling types as shown on Schedule B of this Agreement.

- 3.3.4 Within Phase 1, no more than forty (40) multiple unit residential dwelling units and six (6) townhouse dwelling units shall be permitted.
- 3.3.5 For the multiple unit dwelling, a minimum of 33% of dwelling units shall contain two or more bedrooms.
- 3.3.6 Within Phase 2 there shall be a mix of single unit dwellings and townhouse dwellings, as generally shown on Schedule B and as per Section 3.4 of this agreement.
- 3.3.7 Number of dwelling units permitted shall be subject to Halifax Water approval in accordance with servicing capacity at the permit stage.

3.4 Siting, Massing, and Architectural Requirements

Phase 1 – Multiple Unit Dwelling and Townhouse Unit Dwellings

- 3.4.1 Phase 1 shall be developed as generally shown on Schedule B of this Agreement.
- 3.4.2 For the multiple unit dwelling, any exposed foundation in excess of two (2) feet in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.3 The main entrances to the multiple unit dwelling shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face Lynnett Road, and service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.4.4 The multiple unit dwelling exterior design shall be as generally shown on Schedule D. The following exterior building materials shall be prohibited:
 - a) vinyl, except for vinyl windows;
 - b) plastic, except for architectural laminate panels;
 - c) bare or painted plywood;
 - d) standard concrete blocks, however architectural concrete products are permitted;
 - e) exterior insulation and finish systems where stucco is applied to rigid insulation as a primary weather protection for the building envelope;
 - f) mirrored glass in spandrel panels or vision glass panels; and
 - g) darkly tinted glass, excepting spandrel glass panels.
- 3.4.5 The Developer shall provide a minimum of 200 square metres in indoor amenity space. Indoor amenity space shall include at least one of the following:
 - (a) Fitness room of a minimum size of 40 square metres; or
 - (b) Community room of a minimum size of 40 square metres.
- 3.4.6 Six (6) townhouses shall be permitted within Phase 1 as shown on Schedule B. The common shared private driveway and parking area servicing the townhouse buildings is to be under private ownership and as such the developer shall be responsible for services, private driveway maintenance and snow and ice control. The siting of townhouse buildings, parking areas, and the common shared private driveway shall be as generally shown on Schedule B and meet the following requirements:
 - a) The siting of the townhouse building shall be as shown on Schedule B;

- b) Each townhouse dwelling shall be setback a minimum of twenty (20) feet from the common shared private driveway; and
 - c) The maximum height shall not exceed 35 feet above average grade.
- 3.4.7 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.4.8 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Lynnett Road or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.4.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.4.10 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.

Phase 2 – Single Unit Dwellings and Townhouse Unit Dwellings

- 3.4.11 Phase 2 shall be developed as generally shown on Schedule B.
- 3.4.12 Single Unit Dwellings shall be located within the “Residential Type A” area as shown on Schedule B and conform with the requirements of the R-1 zone of the Halifax Mainland Land Use By-Law.
- 3.4.13 Townhouse Dwellings shall be located within the “Residential Type B” area as shown on Schedule B and conform with the requirements of the R-2T zone of the Halifax Mainland Land Use By-Law.

3.5 Subdivision of the Lands

- 3.5.1 Subdivision applications shall be submitted to the Development Officer in accordance with Schedule B and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:
- (a) The lot for Phase 1 shall be as shown on Schedule B and generally conform to the Phase 1 boundary;
 - (b) An easement shall be provided at the end of Lynnett Road, in favour of the Municipality to allow vehicle access, snow removal and storage area in consultation with the Development Engineer;
 - (c) The 2.3 acres of protected greenspace shall be shown on the plan of subdivision for Phase 1 as a non-disturbance area, and shall not be accepted as HRM parkland;
 - (d) The lots for Phase 2 shall meet the requirements of the Halifax Mainland Land Use-Bylaw and the Regional Subdivision By-law;
 - (e) Parkland dedication or cash-in-lieu shall be required as per the Regional Subdivision By-law.

3.6 Parking, Circulation and Access

- 3.6.1 For Phase 1, driveway access and parking areas shall be generally sited as shown on Schedule B and C. The parking areas shall maintain setbacks from the buildings and property lines as shown on the Schedules.
- 3.6.2 The parking areas within Phase 1 shall provide a minimum of one parking space per dwelling unit and parking spaces shall be at least 2.74 metres (9 feet) by 6.01 metres (20 feet) in size.
- 3.6.3 The limits of the parking areas within Phase 1 shall be defined by landscaping or curb.
- 3.6.4 Parking within Phase 2 shall be as per the requirements of Land Use By-law.
- 3.6.5 All common shared private driveways and parking areas shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalation in the opinion of the Development Officer.
- 3.6.6 It is the responsibility of the Developer to convey all required rights-of-way over the properties as shown on Schedule B and C in conjunction with the approval of the Phase 1 lot, or as required by Halifax Regional Water Commission.
- 3.6.7 The development on the Lands shall include designated bicycle parking as per the requirements of the Land Use By-law.

3.7 Outdoor Lighting

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

3.8 Landscaping

- 3.8.1 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 C. 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.
- 3.8.2 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.
- 3.8.3 All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination shall be provided and certified by a Professional Engineer.
- 3.8.4 All proposed retaining walls shall be constructed of a decorative precast concrete or stone retaining wall system or equivalent.
- 3.8.5 Where privacy screening is shown on the Schedules, the following shall be provided:
 - (a) a minimum 1.8 metre high opaque wooden fence or masonry wall; or
 - (b) one tree (with a minimum base calliper of 50 millimetres) and three shrubs (at least one meter high) per 4.6 metres of required screening; or
 - (c) evergreen shrubs that form a continuous visual barrier; or
 - (d) any combination thereof.

- 3.8.6 Phasing for privacy screening shall be constructed as shown on Schedule C.
- 3.8.7 Construction Details or Manufacturer's Specifications (including model and colour) for all constructed landscaping features such as tree protection hoarding, benches, light standards and luminaries, trash receptacles, bike racks, tree grates and guards, planter seating walls, wood arbours, pergolas, patio tables and chairs, outdoor garbage enclosures, railings, and fencing shall be provided to the Development Officer with the application of the Development Permit, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building on the Lands and the character of the surrounding area.
- 3.8.8 No HRM street trees are to be removed or damaged during the construction phase. The detailed Landscape Plan shall identify plywood tree protective hoarding located as close to the dripline of the existing street trees as possible to protect them during the construction phase.
- 3.8.9 No development, tree removal or grade alteration shall be permitted within the Protected Greenspace as shown on Schedules B and C, except where approved in writing by the Development Officer to remove fallen timber and dead debris where a fire or safety risk is present, or to remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for such removal, the Development Officer may require that the Developer engage a Certified Arborist, Forester, or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.8.10 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.
- 3.8.11 Notwithstanding Section 3.8.9, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Maintenance

- 3.9.1 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 common shared private 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.
- 3.9.2 All disturbed areas shall be reinstated to original condition or better.

3.10 Signs

- 3.10.1 The sign requirements shall be in accordance with the Halifax Mainland Land Use By-law as amended from time to time.
- 3.10.2 Notwithstanding Section 3.10.1, signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 3.10.3 Notwithstanding Section 3.10.1, a maximum of one Community ground sign shall be permitted at each entrance to the subdivision or phase or street to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq. m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.

3.11 Temporary Construction Building

- 3.11.1 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.

3.12 Screening

- 3.12.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Lynnett Road and any adjacent residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.3 Any mechanical equipment shall be screened from view from Lynnett Road and any public streets with fencing, landscaping or building elements.

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 to all residential buildings 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 For the multiple unit dwelling, 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 Multiple Unit Dwelling shall include designated space for three five stream (refuse, recycling and composting) source separation services 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 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.6.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water

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

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

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

- (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.

5.3 Archaeological Monitoring and Protection

- 5.3.1 A portion of the Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.4 Sulphide Bearing Materials

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
 - (a) Changes to the Preliminary Landscape Plan as illustrated on Schedule C;
 - (b) Changes to the exterior architectural appearance of the multiple unit dwelling which are not permitted under Section 3.4;
 - (c) Changes to the dwelling unit type permitted within Phase 2 subject to the allowances of Section 3.3.2;
 - (d) Changes to the parking requirements pursuant to Section 3.6 and shown on Schedules B and C;
 - (e) Changes to the sign requirements pursuant to Section 3.10;
 - (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
 - (g) The length of time for the completion of the development as identified in Section 7.4.2 of this Agreement;

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by 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 (4) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.

7.4. Completion of Development and Discharge

- 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 Mainland, as may be amended from time to time.
- 7.4.2 If the Developer fails to complete the development after ten (10) 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 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 thirty (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.

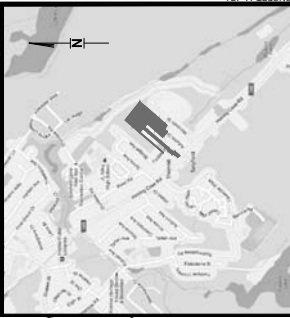
A Commissioner of the Supreme Court
of Nova Scotia

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

KEY PLAN



LEGEND

- Site Boundary
- Adjacent Property Boundary
- Proposed Property Boundary
- Phase Boundary
- Service Easement to be Conveyed to Halifax Water
- Protected Greenspace
- Residential Type A
- Residential Type B
- Common Shared Private Driveway and Parking Area

SITE SUMMARY:

- Total Land Area - 42,941 m² / 10.6 Ac.
- Existing Zone - RDD

SOURCES:

- Plan based on Tim Wambold Surveys, Ltd. 1995, survey 13-0388-2.0wg, dated December 02, 2013

Designer: KWATTERS

Planner: CWALLACE

VERSION

109

SCHEDULE B
CONCEPT AND PHASING PLAN
LYNNETT ROAD, HALIFAX, NOVA SCOTIA

PF PROPERTIES LTD.

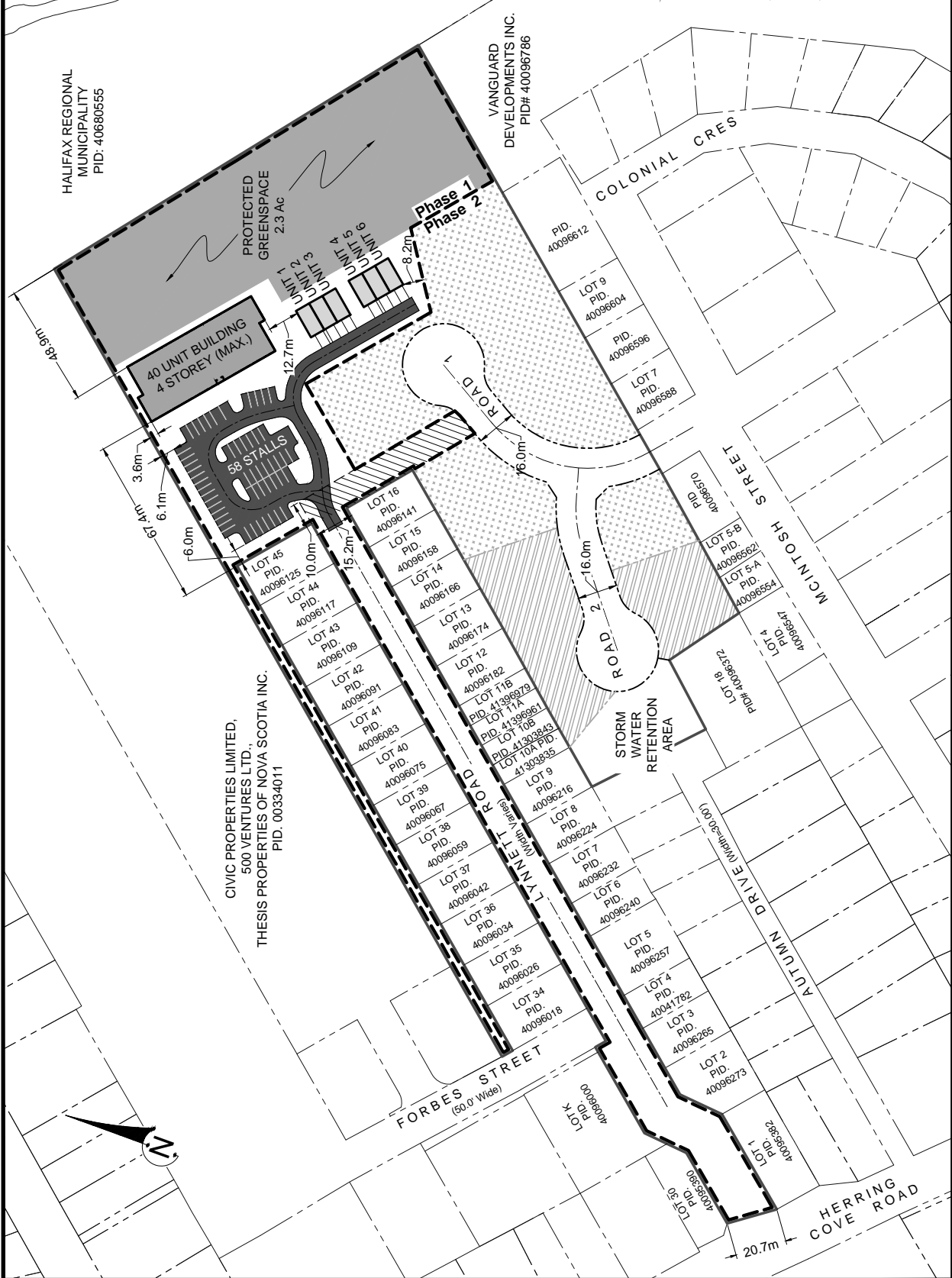
MAY 22, 2018 151-1172-109, SCHEDULE

SCALE

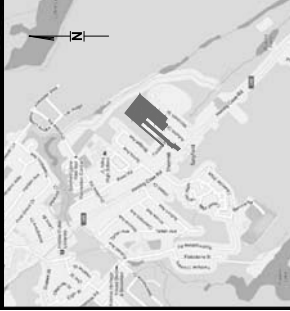
1:1,500



1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA B3B 1Y7
PHONE: 902-851-8665 • FAX: 902-851-1644 • WSP.COM



KEY PLAN



LEGEND

- Site Boundary
- Adjacent Property Boundary
- Proposed Property Boundary
- Proposed Hard-scaped Amenity Area
- Proposed Ornamental Planting Area
- Proposed Crusher Dust Trail
- Proposed Ornamental Tree
- Privacy Screening (Phase 1)
- Privacy Screening (Phase 2)
- Common Shared Private Driveway and Parking Area

SITE SUMMARY:

- Total Land Area - 42,941 m² / 10.6 AC.
- Existing Zone - RDD
- Phase 2 Road Length - 177m

SOURCES:

- Plan based on Tim Wambol Surveys Ltd. 1992 survey 13-03882.dwg, dated December 02, 2013

Designer: KWATTERS
Planner: C WALLACE

VERSION
109L

**SCHEDULE C
PRELIMINARY LANDSCAPE PLAN**

LYNNETT ROAD, HALIFAX, NOVA SCOTIA

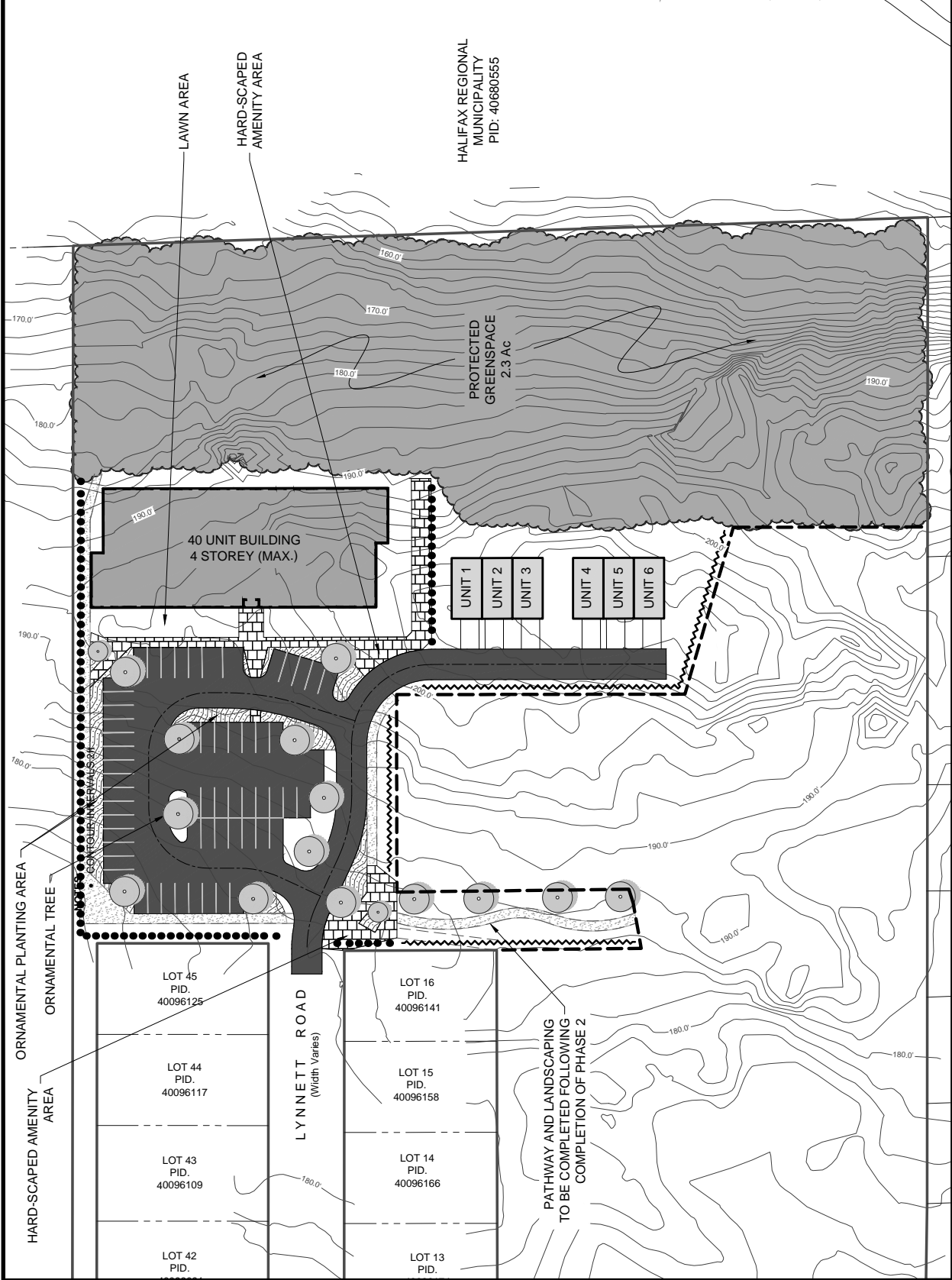
PF PROPERTIES LTD.

MAY 22, 2018 151-1172-109_SCHEDULE

SCALE



1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA B3B 1X7
PHONE: 902-855-8665 • FAX: 902-855-1646 • WSP.COM



LAWN AREA

HARD-SCAPED AMENITY AREA

HALIFAX REGIONAL MUNICIPALITY
PID: 40680555

PROTECTED GREENSPACE
2.3 AC

40 UNIT BUILDING
4 STOREY (MAX.)

UNIT 1
UNIT 2
UNIT 3

UNIT 4
UNIT 5
UNIT 6

ORNAMENTAL PLANTING AREA
ORNAMENTAL TREE

HARD-SCAPED AMENITY AREA

LOT 45
PID.
40096125

LOT 44
PID.
40096117

LOT 43
PID.
40096109

LOT 42
PID.

LYNNETT ROAD
(Width Varies)

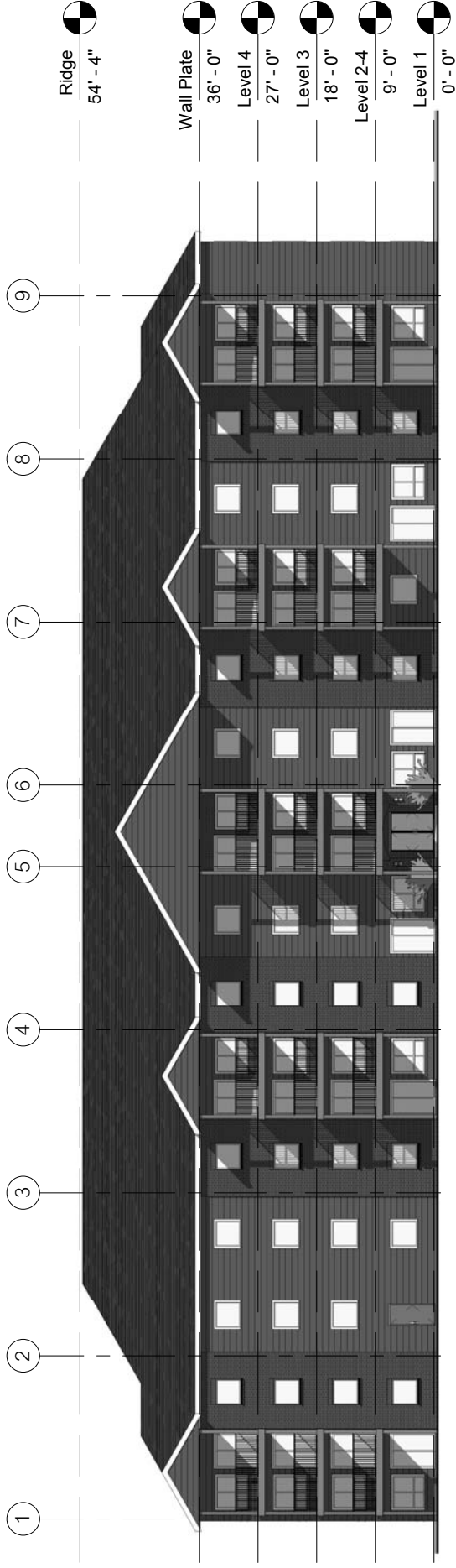
LOT 16
PID.
40096141

LOT 15
PID.
40096158

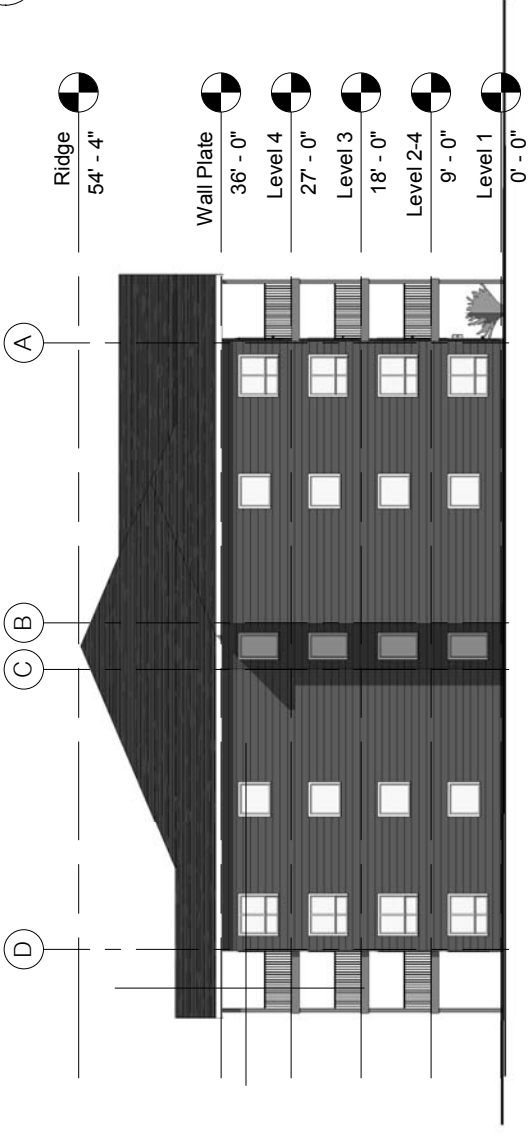
LOT 14
PID.
40096166

LOT 13
PID.

PATHWAY AND LANDSCAPING
TO BE COMPLETED FOLLOWING
COMPLETION OF PHASE 2



3 South Elevation
1/16" = 1'-0"



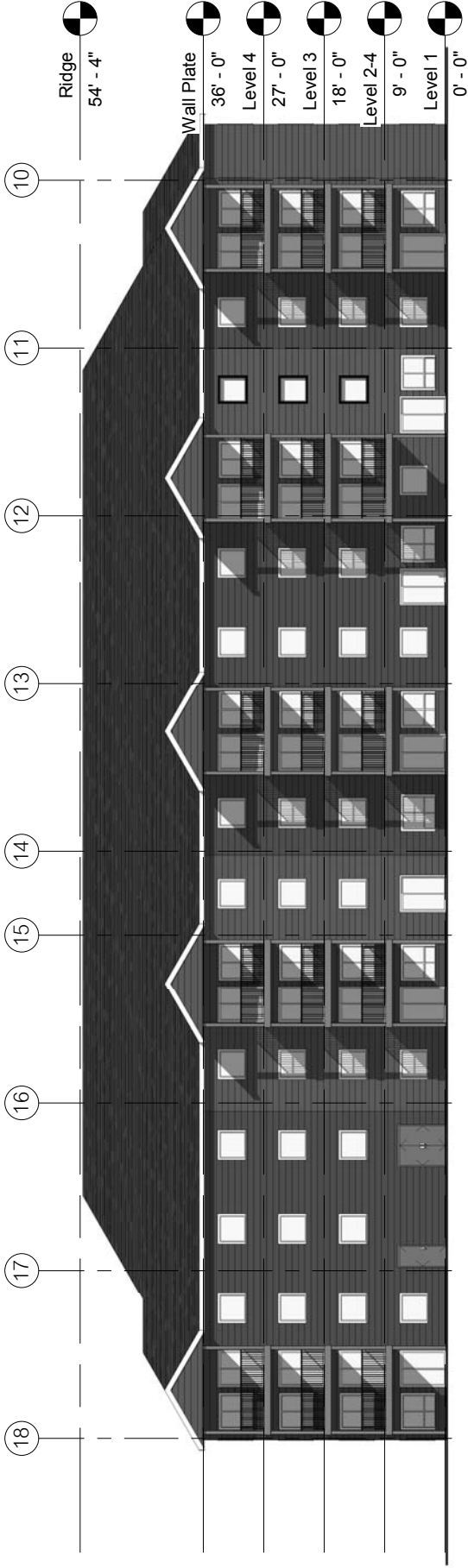
4 West Elevation
1/16" = 1'-0"

SCHEDULE D
Multiple Unit
Dwelling Elevations
 wild salt architecture
 architecture@wildsalt.ca 902-277-0307

date	2018-01-23
scale	1/16" = 1'-0"
reference	16.012
client	PF Properties
project	Lynnett Road
address	Halifax, NS

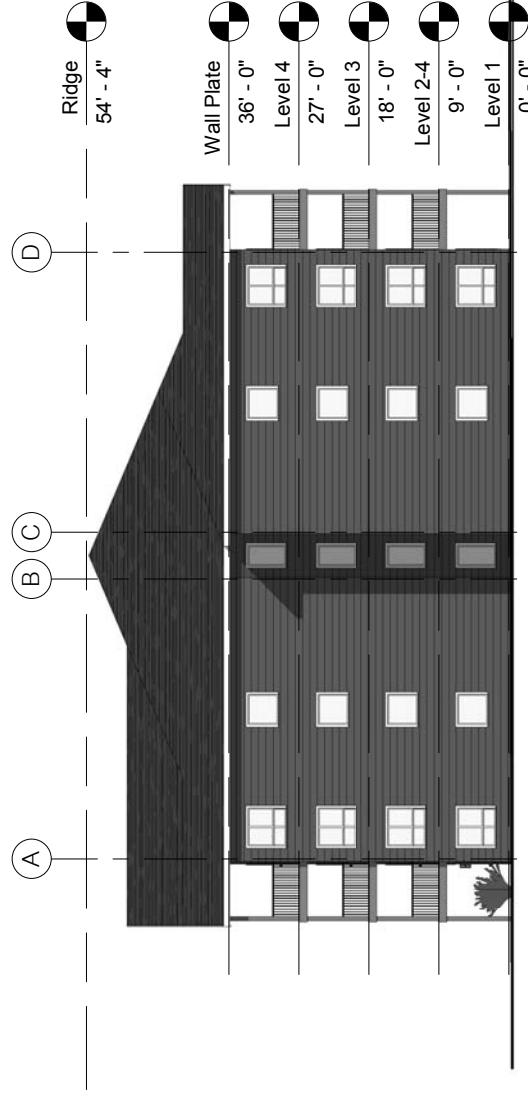
South & West Elevations

A2.01



1 North Elevation

1/16" = 1'-0"



2 East Elevation

1/16" = 1'-0"

SCHEDULE D
Multiple Unit
Dwelling Elevations
 wild salt architecture
 architecture@wildsalt.ca 902-277-0307

date	2018-01-23
scale	1/16" = 1'-0"
reference	16.012
client	PF Properties
project	Lynnett Road
address	Hallifax, NS

North & East Elevations

A2.02

Attachment B
Review of Relevant Municipal Planning Strategy Policies

Halifax Municipal Planning Strategy Section X: Mainland South Secondary Municipal Planning Strategy (SMPS) Residential Environments	
Policy	Comment
Policy 1.5: <i>Areas designated as "Residential Development District" on the Generalized Future Land Use Map shall be residential development areas planned and developed as a whole or in phases under a unified site design, providing a mixture of residential uses and related recreational, commercial and open space uses, with an emphasis on a mix of dwelling unit types.</i>	This policy states that development shall provide a mixture of residential uses with an emphasis on a mix of dwelling unit types. To achieve this, the development has various housing types within separate phases of the development.
Policy 1.5.1: <i>Pursuant to Policy 1.5, the Land Use By-law shall provide a new zone, the Residential Development District, within which "Low-Density Residential" development and public community facilities shall be permitted and other development shall be permitted only under the contract development provisions of the Planning Act and the requirements in Schedule I.</i>	See below.

Section X: Mainland South Secondary Municipal Planning Strategy (SMPS) Schedule I – Guidelines for Residential Development District (RDD)	
<i>Pursuant to Policy 1.5.1, contract development in any area designated "Residential Development District" on the Generalized Future Land Use Map must conform with the following guidelines:</i>	
Schedule I Development Standards	Comment
<i>Uses which may be permitted:</i> <ol style="list-style-type: none"> 1. Residential Uses 2. Community Facilities 3. Institutional Uses 4. Neighbourhood Commercial Uses 5. Commercial Convenience Centres 	Residential uses are proposed.
Site Development Guidelines	
5. Residential <ul style="list-style-type: none"> • <i>a density of twenty-two persons per gross acre shall be permitted. Proposals in excess of twenty-two persons per gross acre may be considered provided that no development shall exceed the capacity of existing or proposed sewers. In calculating the permissible density of any project, the capacities available to the drainage area shall be considered.</i> • <i>no more than 15 percent of any area covered by a development agreement may be developed for apartment uses including the building(s), ancillary parking, open space, and landscaping.</i> 	Density The proposed development meets the density guideline at 19 persons per acre. Refer to the Halifax Water comments within the 'Density' heading of the staff report regarding potential capacity issues. Coverage At 1.6 acres, the proposed multi-unit building meets the coverage requirement at 15%. Design and Layout The height and massing of the proposed buildings are in keeping with the surrounding neighborhood. Lynnett Road has a mix of housing types including

Attachment B
Review of Relevant Municipal Planning Strategy Policies

<ul style="list-style-type: none"> <i>the design and layout of the portion of new residential developments abutting existing residential areas shall endeavour to protect the character and scale of these areas by attention to such matters as use of open space, landscaping, and ensuring adequate transition between areas of differing building forms and densities.</i> 	<p>multiple unit dwellings, semi-detached dwellings, and single unit dwellings. The proposed low-density housing is in keeping with the existing form found along Lynnett Road and surrounding areas. Although larger than some of the multiple unit buildings along Lynnett, the size and location of the proposed multiple unit building will have minimal impact on the character and scale of the area. Additionally, proposed landscaping and screening will provide adequate transition to neighboring properties.</p>
<p>6. <u>Commercial</u></p> <ul style="list-style-type: none"> <i>neighbourhood commercial uses are permitted at or near the intersection of local streets, and on the ground floor of high-density residential buildings. In addition, consideration may be given for a commercial convenience centre, except in the RDD areas generally west of the Herring Cove Road and south of Leiblin Drive. The amount of gross leasable space may be limited to ensure that the development primarily serves the adjacent neighbourhoods. The intent is to provide for a range of uses such as retail, rental and personal service, household repair shops, service stations, restaurants and office uses. The additional matters to be considered are found in the guidelines of Policy 3.7 of Section II.</i> 	<p>N/A</p>
<p>Landscaping and Open Space</p>	
<p>7. <i>At least 5 percent of the area of the district development must be useable, landscaped, open space.</i></p>	<p>The proposed development provides a total of 7.7% (3,321m²) of landscaped open space in the form of landscaped areas surrounding the multiple unit dwelling and adjacent townhouses and yards within single unit dwellings and townhouse lots.</p>
<p>8. <i>No residential or accessory building shall be constructed within 50 feet of any lake, watercourse, or water body. No commercial or accessory structure shall be constructed within 100 feet of any lake, watercourse, or water body.</i></p>	<p>Included as a requirement within the agreement (watercourse regulations within the land use by-law apply) and confirmed by applicant.</p>
<p>9. <i>Any proposal to construct a community facility or institutional use within 100 feet of the water's edge should ensure, through the use of landscaping or other means, that adverse effects on water quality will be avoided or ameliorated during and after construction.</i></p>	<p>N/A</p>
<p>10. <i>A landscape plan shall be submitted as part of the approval process and the preservation of natural amenities, including rock outcroppings, groves of trees, mature trees, ponds, streams, shores, and wetlands should be preserved whenever possible.</i></p>	<p>A preliminary landscape plan has been provided and a final landscape design will need to be submitted for approval prior to the issuance of a development permit. A 2.3 acre non-disturbance area has been provided at the rear portion of the development which preserves a significant portion</p>

Attachment B
Review of Relevant Municipal Planning Strategy Policies

	of the area to be governed by the development agreement.
Circulation	
11. Access to arterial or collector streets should be such that additional traffic along local streets in residential neighbourhoods adjacent to the development is minimized.	No issues with traffic have been identified.
12. Where common parking areas are provided, they should be so aligned as to restrict through traffic.	Only a single access is proposed to the multi-unit building.
General	
13. The minimum required site size for a contract within this area shall be three acres.	This site is approximately 10.6 acres.
14. Municipal infrastructure must be adequate to service any proposed development.	Halifax Water has indicated that there are known service issues in this area. The developer will need to provide evidence capacity exists at the time of permit.

Halifax Municipal Planning Strategy Section X: Mainland South Secondary Municipal Planning Strategy (SMPS) Environment	
Policy 7.1 Environmental sensitivity shall be considered as of the degree of susceptibility of natural areas to deleterious effects of urban development. Areas of high sensitivity are identified on the Environmental Sensitivity Maps. These maps shall be used as general resource documents in evaluating zone changes and contract development applications.	A portion of the subject site falls within the 25% and greater slope area as identified on Map 3b – Environmental Sensitivity - Slopes. No development has been proposed within this area and it has been identified as a non-disturbance area with the development agreement.
Policy 7.3 Where development proposals are being considered through rezoning or development agreement, the City shall protect environmentally sensitive areas.	See above response to Policy 7.1.
Policy 7.4 The City shall require setbacks for new development adjacent to lakes, watercourses or waterbodies for the purposes of maintaining and enhancing a high quality lakes and waterways system for development considered pursuant to Policy 1.5.1.	Setbacks from watercourses are regulated through the Halifax Mainland Land Use By-law requirements.

Implementation Policies	
Policy	Comment
Policy 4.4: In an R-4 Zone or an R-3 Zone, the City may, under the provisions of Section 33(2)(b) of the Planning Act, permit modification of the minimum lot area and continuous street frontage provisions of the Peninsula and Mainland Zoning By-laws for R-3 and R-4 uses. A decision of the Council of the City of Halifax to permit such modification may be preceded by a public hearing if deemed necessary, and such modification shall be granted provided:	

Attachment B
Review of Relevant Municipal Planning Strategy Policies

<p><i>(a) the amenity, convenience, character and value of neighbouring properties will not be adversely affected;</i></p>	<p>The site is currently zoned RDD and R-4 which permits the proposed use. Schedule I Guidelines I to 5 above regulate the height and massing of the proposed buildings, and ensure they are in keeping with the surrounding neighborhood.</p> <p>Lynnett Road has a mix of housing types including multiple unit dwellings, semi-detached dwellings, and single unit dwellings. The proposed low-density housing is in keeping with the existing form in the general area. Although larger than some of the multiple unit buildings along Lynnett Road, the size and location of the proposed multiple unit building will have minimal impact on the character and scale of the area. Additionally, proposed landscaping and screening will provide adequate transition to neighboring properties.</p>
<p><i>(b) conditions necessitating such modification are unique to the lot and have not been created by either the owner of such lot or the applicant;</i></p>	<p>This is a unique situation in that the subject site forms a part of the municipal street network and cannot meet the frontage requirements for a multiple unit dwelling. This situation has not been created by the property owner.</p>
<p><i>(c) the modification is necessary to secure an appropriate development of the lot where such lot is of such restricted area that it cannot be appropriately developed without such modification;</i></p>	<p>Lynnett Road is a maintained but unaccepted street under private ownership which forms the front portion of the subject site. Because of this the subject site has frontage on Herring Cove Road which does not meet the requirements under the zone for a multiple unit dwelling.</p>
<p><i>(d) the modification is consistent with Section II of this Plan; and</i></p>	<p>This request is consistent with Section II – City Wide Policies.</p>
<p><i>(e) the registered owner of the land for which the modification is sought shall enter into an agreement with Council pursuant to Section 34(1) of the Planning Act.</i></p>	<p>The application is for a development agreement.</p>