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Item No. 13.1.6
Halifax and West Community Council
First Reading May 15, 2018
Joint Public Hearing July 31, 2018
October 9, 2018

TO: Chair and Members of Halifax and West Community Council

-Original Signed-

SUBMITTED BY:

Kelly Denty, Acting Director, Planning and Development

-Original Signed-

Jacques Dubé, Chief Administrative Officer

DATE: April 9, 2018

SUBJECT: **Case 20151: Amendments to the Halifax MPS and associated development agreement for 31 and 33 Brewer Court, Halifax**

ORIGIN

- Application by Banc Properties Limited
- On March 21, 2017, Regional Council passed the following motions to initiate the MPS amendment process:

THAT Halifax Regional Council:

1. Initiate the process to consider amendments to the Halifax Municipal Planning Strategy to alter the boundaries of the land use designations on the Generalized Future Land Use Map in the area of Brewer Court and the Stoneridge on the Park Subdivision, Halifax; and
2. Follow the public participation program for Municipal Planning Strategy amendments as approved by Regional Council on February 27, 1997.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax and West Community Council recommend that Regional Council:

1. Give First Reading to consider the proposed amendments to the Halifax Municipal Planning Strategy (MPS) as set out in Attachment A of this report, to align the Mainland South Generalize Future Land Use Map (GFLUM) boundary with the property boundary and to extend the existing designations to said boundary at lands off Brewer Court, Halifax, and schedule a joint public hearing; and
2. Approve the proposed amendments to the Halifax Municipal Planning Strategy, as set out in Attachment A of this report.

It is further recommended that Halifax and West Community Council:

3. Give Notice of Motion to consider the proposed development agreement, as set out in Attachment B of this report, to permit a 6-unit townhouse and a semidetached dwelling at lands off Brewer Court, Halifax. The public hearing for the development agreement shall be held concurrently with that indicated in Recommendation 1.

Contingent upon the amendment to the Halifax Municipal Planning Strategy being approved by Regional Council and becoming effective pursuant to the requirements of the *Halifax Regional Municipality Charter*, it is further recommended that Halifax and West Community Council:

4. Approve the proposed development agreement to permit a 6-unit townhouse and a semidetached dwelling at lands off Brewer Court, which shall be substantially of the same form as contained in Attachment B of this report;
5. Require the agreement be signed by the property owner within 120 days or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Banc Properties Limited has applied to enter into a development agreement to permit a 6-unit townhouse and a semi-detached dwelling on two existing lots off Brewer Court in Halifax. This proposal may be considered under existing MPS policies for a portion of the site. However, the Mainland South Generalized Future Land Use Map (GFLUM) boundary applies three different designations to portions of these properties and only one of the three allows the proposal to be considered through the development agreement process. Therefore, amendments to the Halifax Mainland plan are required to enable the proposal.

Subject Site	Composed of two lots: 31 and 33 Brewer Court.
Location	Located within the Kelly Street Subdivision in Halifax. The subject site has public road frontage on Brewer Court and is surrounded by Walter Havill Drive, Ridgestone Court, Herbert Road and Osborne Street.
Regional Plan Designation	The subject site is designated Urban Settlement (US) under the Regional MPS.
Community Plan Designation (Map 1)	The subject properties lie within the Halifax Municipal Planning Strategy (MPS). However, three different designations exist within the subject site: <ul style="list-style-type: none"> • The northeast portion of the property falls within the Halifax Mainland South Secondary Plan Area, and is designated Medium Density Residential (MDR); • The lands directly abutting Brewer Court also falls within the Halifax Mainland South Secondary Plan Area, and is designated Low Density Residential (LDR);

	<ul style="list-style-type: none"> The southwest portion of the site is designated Residential Development District (RDD).
Zoning (Map 2)	The portion directly fronting on Brewer Court is zoned R-2 (Two Family Dwelling), while the remainder of the site is zoned R-3 (Low Rise Apartment). The entire subject site falls under the Halifax Mainland Land Use By-law (LUB).
Size of Site	2,638 square metres (28,395 sq. ft.)
Street Frontage	The subject site has approximately 31 metres (102 ft.) of frontage on Brewer Court.
Current Land Use(s)	The site is vacant, and is encumbered by Nova Scotia Power and Halifax Water easements.
Surrounding Use(s)	<p>The subject site is surrounded by predominantly residential uses:</p> <ul style="list-style-type: none"> To the north is Herbert Road developed with semi-detached units; To the northeast is a 3-storey apartment building accessed off Kelly Street; To the immediate east is Brewer Court, a cul-de-sac of semi-detached dwelling units; To the south and southeast lies Ridgestone Court, developed with small lot single detached dwelling units, and a portion of Walter Havill Drive that is developed both sides with semi-detached dwelling units.

Proposal Details

The applicant proposes to re-align the existing GFLUM boundaries located at 31 and 33 Brewer Court to align with the property boundaries and extend the MDR and LDR designations to the edge of the RDD boundary. A development agreement would then be applied to the property in accordance with applicable MDR policies. The major aspects of the proposal are as follows:

- Shift the GFLUM boundary to align with property boundaries between the subject site and the Stoneridge on the Park subdivision;
- Apply the MDR designation to the northeast portion of the site to enable the proposed townhouses;
- Apply a development agreement to the property to permit a 6-unit townhouse and a semi-detached unit on the two existing lots; and
- Create access to the development from Brewer Court over a private driveway.

MPS and LUB Context

The MPS designation boundaries were established prior to the creation of the lot fabric in this area and they do not align with the current property boundaries (see Schedule A).

The front portion of the site at 31 Brewer Court is designated Low Density Residential (LDR) while the rear is designated Medium Density Residential (MDR).

The front portion of the site at 33 Brewer Court is designated LDR, the rear has a small portion within the MDR designation, and the balance is designated RDD. The RDD designation was established to allow the development to the southwest on Ridgestone Court, Walter Havill Drive and beyond.

The proposal would:

- re-designate the rear portion of 33 Brewer Court from RDD to MDR to allow the proposed townhouses; and,
- re-designate the balance of 33 Brewer Court from RDD to LDR to align with the proposed semi-detached dwelling

Approval Process

The approval process for this application involves two steps:

- a) First, Regional Council must consider and, if deemed appropriate, approve the proposed amendments to the MPS; and
- b) Second, Halifax and West Community Council must consider and, if deemed appropriate, approve a proposed development agreement.

A public hearing is required prior to a decision on both matters and may be held at the same time for the MPS amendments and the proposed development agreement. However, the proposed MPS amendments are under the jurisdiction of Regional Council, while the development agreement is under the jurisdiction of the Halifax and West Community Council.

In the event Regional Council approves MPS amendments, Halifax and West Community Council may decide on the proposed development agreement subsequent to the MPS amendments coming into effect. A decision on the MPS amendments is not appealable to the Nova Scotia Utility and Review Board (Board). However, the decision on the proposed development agreement is appealable to the Board.

COMMUNITY ENGAGEMENT

The community engagement process has been consistent with the intent of the HRM Community Engagement Strategy, the HRM Charter, and the Public Participation Program approved by Council on February 25, 1997. The level of community engagement was consultation achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public information meeting held on April 27, 2017. Attachment D contains a copy of the minutes from the meeting. The public comments received included the following topics:

- Impact on existing traffic issues both on Brewer Court and Kelly Street;
- On street parking on Brewer Court;
- HRM protective services will have difficult time accessing townhomes due to parking on street;
- Proposed semi-detached dwelling too close to existing dwelling;
- Increased density and townhouse form not appropriate;
- Perception that the subject site would be permanently held as green space; and
- Construction related issues.

A public hearing must be held by Regional Council before they can consider approval of the proposed MPS amendments. Should Regional 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 local residents and property owners.

DISCUSSION

The Halifax MPS is a strategic policy document that sets out the goals, objectives and direction for long term growth and development in Municipality. While the intention of the MPS is to provide broad direction, Regional Council may consider site-specific MPS amendment requests to enable proposed development which is inconsistent with its policies, or in instances where existing designation boundaries do not follow property boundaries. Amendments to an MPS are significant undertakings and Council is under no obligation to consider such requests.

The following paragraphs review the rationale and content of the proposed MPS amendments, as well as the associated development agreement.

Proposed MPS Amendments

Staff considered the existing MPS policy context and considered several policy approaches when drafting the proposed MPS amendments. Attachment A contains the proposed MPS amendments, and a summary of the proposed amendments are as follows:

- Shift the designation boundary such that it follows the property boundary between the subject site and Stoneridge on the Park;
- The RDD designation will be removed from the site, and the LDR and MDR designations will be extended to their respective portions of the subject site;
- The LDR designation on the area of the subject site that fronts on Brewer Court will remain in place as the applicant's proposal is a semi-detached dwelling unit on that portion of the site and is enabled by the LDR designation; and
- The MDR designation applied to the northeast portion of the site will enable the townhouse style development being proposed.

Of the matters addressed by the proposed MPS amendments, the following has been identified for detailed discussion.

Procedural Approach

Historically, MPS designation boundary corrections or realignments have been carried out as amendments to the MPS. At the time the Mainland South Generalize Future Land Use Map (GFLUM) was established in this area it was recognized as "general" or conceptual and boundary alterations were not sought to adjust these boundaries as development proceeded and new property lines were established. However, due to increased accuracy and other advancements in digital mapping, it is no longer good planning practice to allow these inconsistencies to remain. Staff recommend these alterations be completed as part of the development process whenever opportunities arise.

Proposal Rationale

Staff provide the following rationale in support of the proposed amendments:

- Policy 1.3.4 under Section X of the Mainland South SMPS, Residential Environments, enables townhouses in the MDR designation. This policy fits with the applicant's proposal but the site must provide adequate physical area to accommodate the proposal by shifting the boundary;
- Following the realignment of the designation boundary, the subject site may then be developed as an integral part of the urban fabric rather than a space that is neither a public open space or a visual amenity;
- The townhouse form permitted by Policy 1.3.4 is an appropriate transition between the existing apartment building to the east and the semi-detached dwellings on Herbert Road and Walter Havill Drive to the west;
- Policies IM 7 (ii) and IM 8 of the Mainland South SMPS speak to plan amendment requirements and enable the designation boundary adjustment to be considered; and
- Without a legal amending the designation boundary the development agreement request may not proceed.

Proposed Development Agreement

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

- Permitted uses are a 6-unit townhouse and semi-detached dwelling;
- A landscape plan is required;

- The combined private driveway and service easement meets HRM requirements;
- Fencing is to be provided to screen 29 Brewer Court from the proposed private driveway;
- Architectural requirements are included;
- Changes to the parking and landscaping measures and building materials are identified as non-substantive amendments; and
- Changes to the time of commencement and time of completion are identified as non-substantive amendments.

The attached development agreement will permit a 6-unit townhouse, a semi-detached dwelling unit, a private driveway and associated parking subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the proposed MPS criteria as shown in Attachment A, the following have been identified for detailed discussion.

Traffic

A Traffic Impact Statement submitted in support of this application shows that trip generation rates from peak morning and evening hours for this proposal will be low and not materially impact traffic on the adjacent road network. This TIS has been accepted by HRM Traffic Services.

Townhouse Dwellings Permitted

Policy 1.3.4 in Section X of the Mainland South SPS permits townhouse dwelling types in the Medium Density Residential environment. This policy provides for diversity in the housing mix and addresses the dichotomy between these housing forms.

Conclusion

Staff have reviewed the application and the existing policy context and advise that the MPS should be amended to align the designation boundaries with the property boundaries to enable the proposed development agreement. The townhouse form is suitable in terms of height, materials and scale within the immediate mix of single detached, semi-detached and apartment housing forms. As an infill proposal the townhouses provide an alternative form of housing and effective use of existing municipal service capacity. Council should note that subdivision regulations for townhouses can not be met due to insufficient frontage on a public street. Therefore, there is no capacity for further subdivision of the townhouse property.

Staff recommend that the Halifax and West Community Council recommend that Regional Council approve the proposed MPS amendments.

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 2018/2019 budget with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application involves proposed MPS amendments. Such amendments are at the discretion of Regional Council and are not subject to appeal to the Nova Scotia Utility and Review Board. Information concerning risks and other implications of adopting the proposed amendments are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

The Halifax and West Community Council may choose to recommend that Regional Council:

1. Modify the proposed amendments to the MPS for Halifax, as set out in Attachment A of this report. If this alternative is chosen, specific direction regarding the requested modifications is required. Substantive amendments may require another public hearing to be held before approval is granted. A decision of Council to approve or refuse the proposed amendments is not appealable to the Nova Scotia Utility and Review Board as per Section 262 of the *HRM Charter*.
2. Refuse the proposed amendments to the MPS for Halifax. A decision of Council to approve or refuse the proposed amendments is not appealable to the Nova Scotia Utility and Review Board as per Section 262 of the *HRM Charter*.

Upon the MPS amendment coming into effect, Halifax and West Community Council may:

1. 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. 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*.

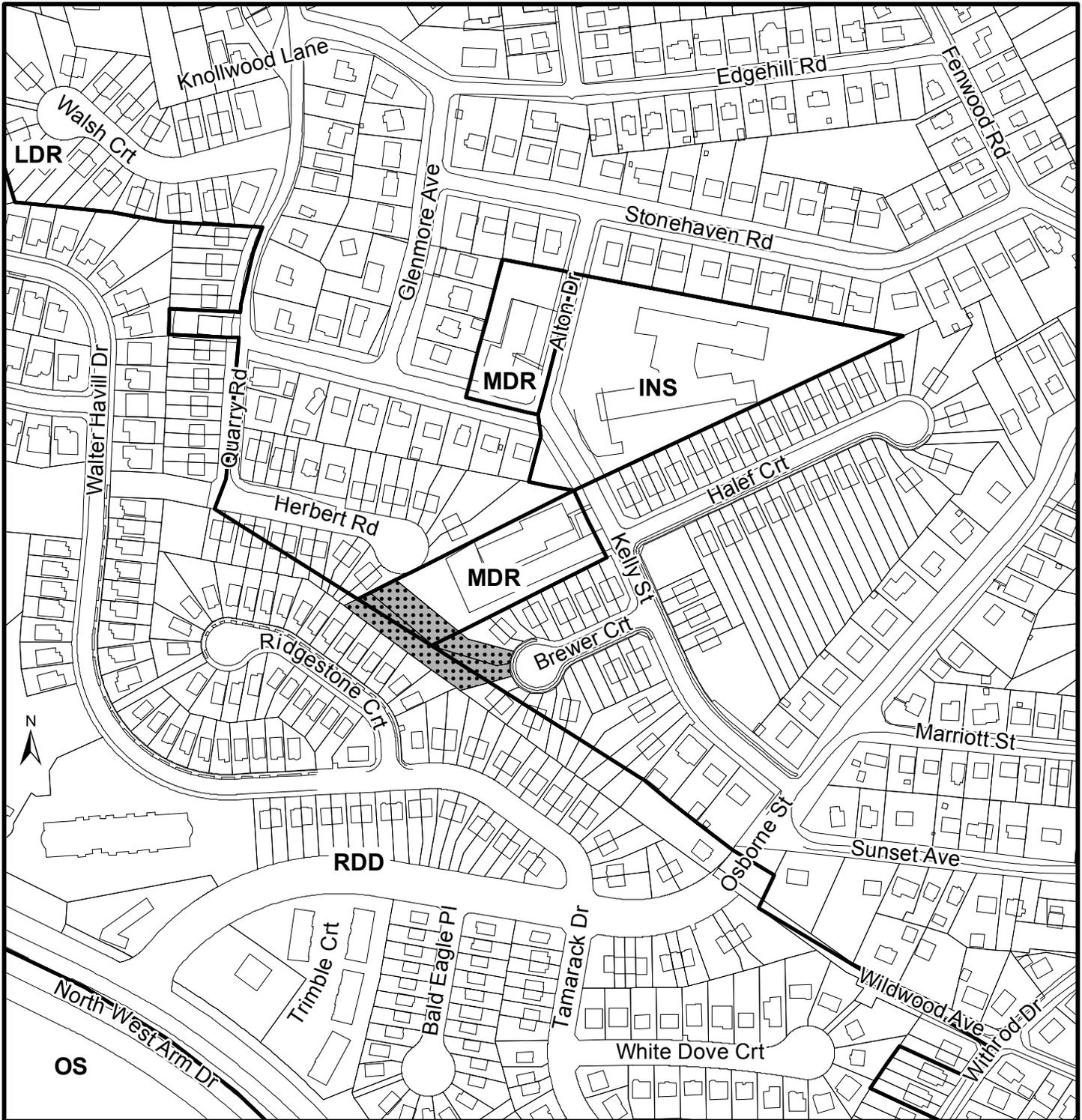
ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed MPS Amendments
Attachment B:	Proposed Development Agreement
Attachment C:	Halifax MPS Policy Analysis
Attachment D:	Public Information Meeting (PIM) Summary

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: Darrell Joudrey, Planner II, 902.490.4181

Report Approved by: **ORIGINAL SIGNED**
Steve Higgins, Manager of Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

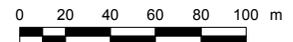
Kelly Street and Brewer Court
Halifax



 Subject Area

Designation

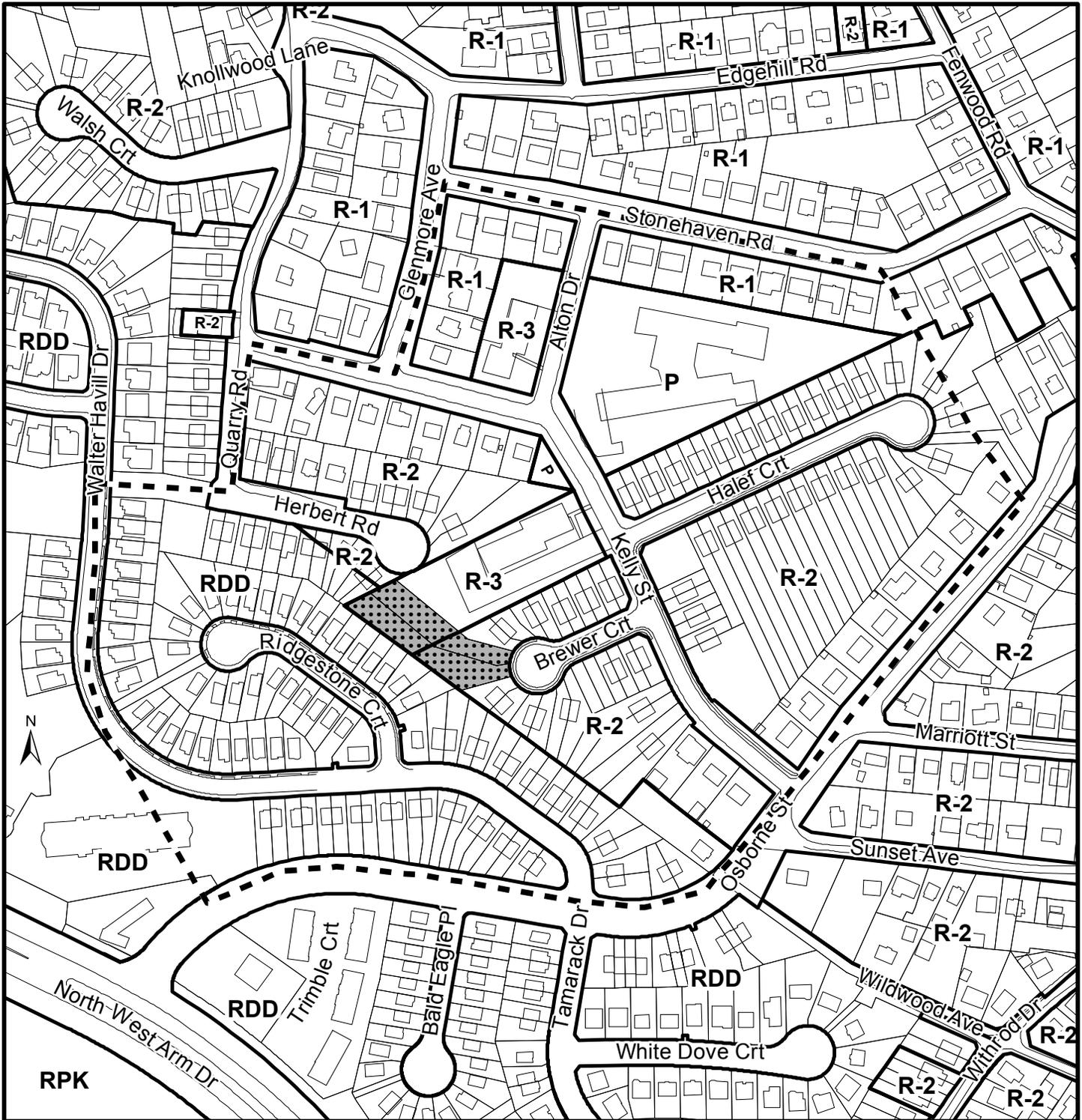
- LDR Low Density Residential
- MDR Medium Density Residential
- INS Institutional
- RDD Residential Development District
- OS Major Community Open Spaces



Halifax Plan Area
Mainland South Secondary Plan Area

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

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



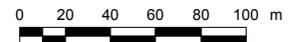
Map 2 - Zoning and Notification

Kelly Street and Brewer Court
Halifax



-  Subject Area
-  Area of Notification

- Zone**
- R-1 Single Family Dwelling
 - R-2 Two Family Dwelling
 - R-3 Low-Rise Apartment
 - RDD Residential Development District
 - RPK Regional Park



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 Amendments to the Mainland South Secondary Municipal Planning Strategy

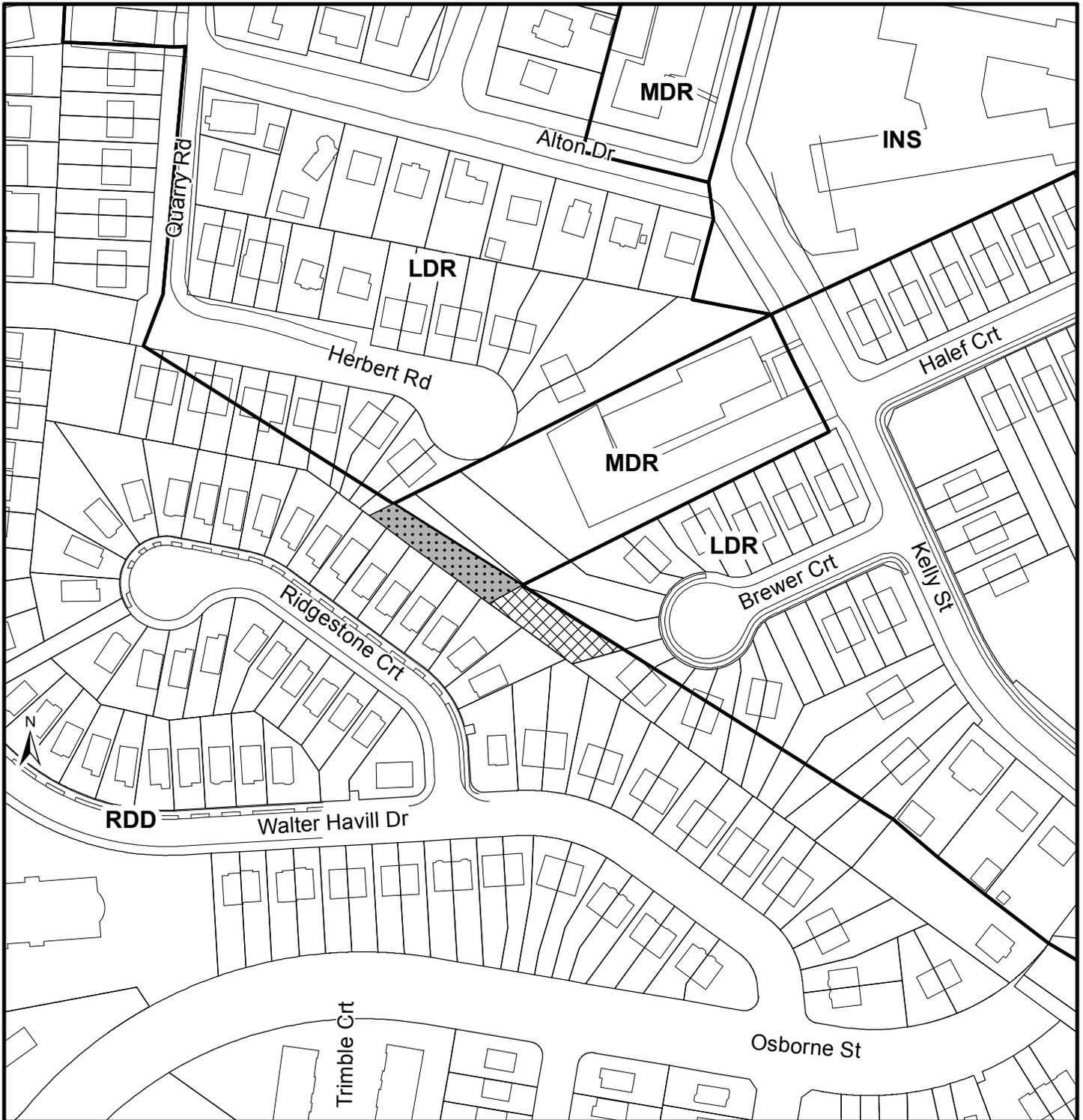
BE IT ENACTED by the Regional Council of the Halifax Regional Municipality that the Generalized Future Land Use Map of Mainland South Secondary Municipal Planning Strategy is hereby further amended as follows:

1. Amending Map 9F – Mainland South Secondary Planning Strategy Generalized Future Land Use Map as shown on the attached Schedule A.

I HEREBY CERTIFY that the amendments to the GFLUM for Mainland South Secondary Municipal Planning Strategy, as set out above, were duly passed by a majority vote of the Halifax Regional Council at a meeting held on the ____ day of _____, 20__.

GIVEN under the hand of the Clerk and the Corporate Seal of the Halifax Regional Municipality this ____ day of _____, 20__.

Municipal Clerk



Schedule A

Kelly Street and Brewer Court
Halifax

HALIFAX

 Area to be Redesignated from RDD (Residential Development District) to MDR (Medium Density Residential)

 Area to be Redesignated from RDD (Residential Development District) to LDR (Low Density Residential)

Designation

- LDR Low Density Residential
- MDR Medium Density Residential
- INS Institutional
- RDD Residential Development District
- OS Major Community Open Spaces



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
Mainland South Secondary Plan Area

ATTACHMENT "B"
PROPOSED DEVELOPMENT AGREEMENT

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

BETWEEN:

BANC PROPERTIES LIMITED

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 31 and 33 Brewer Court 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 six-unit townhouse and a two-unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 1.3.4 of the Halifax Mainland South Secondary Municipal Planning Strategy;

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 20151;

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 Halifax Mainland Land Use Bylaw 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

- 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 Halifax Mainland Land Use By-law and the Regional Subdivision By-law, if not defined in these documents their customary meaning shall apply.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 20151:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Front and Rear Elevations Townhouse Dwelling
Schedule D	Right and Left Side Elevations Townhouse Dwelling
Schedule E	Front Elevation Two Unit Dwelling

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) A Stormwater Management Plan, Erosion and Sedimentation Control Plan, Site Disturbance Plan and Site Grading Plan prepared by a qualified Professional Engineer and in accordance with Part 5 of this Agreement; and
 - (b) Plans and details regarding the proposed sewer and water servicing prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4.1 of this Agreement.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Lighting Plan in accordance with Section 3.7 of this Agreement;
 - (b) Landscape Plan in accordance with Section 3.8 of this Agreement; and
 - (c) Certification, to the satisfaction of the Development Officer, that an opaque fence, required pursuant to Section 3.14 of this Agreement, has been erected on the Lands subject to the permit application(s), as illustrated on Schedule B.
- 3.2.3 Prior to the issuance of the first Municipal Occupancy Permit the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Written confirmation from the Development Engineer indicating compliance with Part 4 of this Agreement;
 - (b) Certification from a qualified Professional Engineer that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Part 5 of this

Agreement;

- (c) Certification that the Developer has complied with the Stormwater Management Plan, Site Disturbance Plan and Site Grading Plan required pursuant to Part 5 of this Agreement;
- (d) Certification from a professional Landscape Architect indicating that the Developer has complied with the Landscaping Plan required pursuant to this Agreement, or posted a security in accordance with Section 3.8.

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

3.3 General Description of Land Use

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

- (a) A townhouse development consisting of a maximum of six (6) dwelling units located within the area identified on Schedule B;
- (b) A residential development consisting of a maximum of two (2) dwelling units located within the area identified on Schedule B;
- (c) Any uses permitted within the existing R-2 and R-3 zones as applied to the Lands subject to the provisions contained within the Halifax Mainland Land Use By-law, as amended from time to time.

3.3.2 The Development Officer may permit unenclosed structures attached to both main buildings such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Halifax Mainland Land Use Bylaw, as amended from time to time.

3.4 Detailed Provisions for Land Use

3.4.1 All townhouse dwellings must meet the requirements of the Townhouse (R-2T) Zone as set out in the Halifax Mainland Land Use By-law except where specifically varied by this Agreement.

3.4.2 All two-unit dwellings must meet the requirements of the Two Family Dwelling (R-2) Zone as set out in the Halifax Mainland Land Use By-law except where specifically varied by this Agreement.

3.4.3 Notwithstanding the frontage and area requirements set out in 28AL(2) and Subdivision Requirements set out in Section 28AM of the Halifax Mainland Land Use By-law, the following shall be permitted pursuant to this agreement:

- (a) A maximum of 6 townhouse dwelling units shall be permitted on a single lot as generally illustrated on Schedule B; and
- (b) The minimum lot frontage requirements shall be waived provided that no more than 6 dwelling units are located within the lot and access to the lot is provided via a shared private driveway that meets all applicable Municipal standards and specifications and Access Route

Design as specified under 3.2.5.6 of the National Building Code in the opinion of the Development Engineer.

3.5 Siting and Architectural Requirements

- 3.5.1 The townhouse dwelling and two-unit dwelling siting, bulk and scale shall comply to the following:
- (a) lot coverage for the two-unit dwelling shall not exceed 40 percent;
 - (b) lot coverage for the townhouse dwelling shall not exceed 30 percent; and
 - (c) the maximum height of the townhouse dwelling and the two-unit dwelling shall not exceed 40 feet;
- 3.5.2 The main entrances to the townhouse and two-unit dwelling building units shall be emphasized by detailing, changes in materials, and other architectural treatments such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. The two main doors of the two-unit dwelling shall face Brewer Court.
- 3.5.3 The townhouse and two-unit dwelling building façades facing Brewer Court, Kelly Street or Herbert Road shall be designed and detailed as primary façades. Further, architectural treatment of the primary facade shall be continued around all sides of both buildings as identified on the Schedules.
- 3.5.4 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of design elements, such as murals, textural plantings and trellises, or architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.5.5 Any exposed foundation in excess of two (2) feet in height and eight (8) square feet in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.6 Exterior building materials shall not include vinyl siding.
- 3.5.7 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 match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.8 The townhouse building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Brewer Court, Kelly Street, Herbert Road or any abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.6 PARKING, CIRCULATION AND ACCESS

- 3.6.1 The parking areas shall be sited as shown on Schedule B, and shall maintain all setbacks from the property lines as shown on Schedule B.

- 3.6.2 The parking areas shall provide a minimum of 12 surface parking spaces for the townhouse building and four (4) surface parking spaces for the two-unit dwelling use as generally shown on Schedule B.
- 3.6.3 The parking areas shall be a permeable paving system.
- 3.6.4 The limits of the parking areas shall be defined by fencing, landscaping or curb.
- 3.6.5 The driveway access from Brewer Court to the two-unit dwelling and townhouse building shall be a permeable paving system.
- 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.

3.7 OUTDOOR LIGHTING

- 3.7.1 The Developer agrees that lighting shall be directed to driveways, parking areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.7.2 Prior to the issuance of a Development Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer. The Lighting Plan shall contain, but shall not be limited to, the following:
 - (a) Plans indicating the location on the premises and the type of illuminating devices, fixtures, supports and other devices: and
 - (b) The Lighting Plan and description shall contain sufficient detail to enable the Development Officer to ensure compliance with the requirements of Section 3.7. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the applicant shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.8 LANDSCAPING

- 3.8.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a full member of the Canadian Society of Landscape Architects certifying that all landscape design has been completed according to the terms of this Development Agreement.
- 3.8.4 Notwithstanding Section 3.8.3, where the weather and time of year do not allow the completion of the outstanding landscape work 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 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 accordance with the Halifax Mainland Land Use By-law as amended from time to time.
- 3.10.2 Ornamental plants shall be planted and maintained around the entire base of any signs as part of the required landscaping.
- 3.10.3 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 3.10.4 Signs shall only be externally illuminated.

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 buildings shall be fully visually 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 Brewer Court and Herbert Road and residential properties along the western property line. 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 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Brewer Court, Kelly Street or Herbert Road or incorporated in to the architectural treatments and roof structure.

3.14 FENCING

- 3.14.1 The Developer agrees to provide a solid board fence, a maximum of six (6) feet in height, on the eastern portion of the Lands alongside the driveway access at Brewer Court as illustrated on Schedule B. Provided that the fence is six (6) feet in height, it may consist of five (5) feet of solid board fence and one (1) foot of lattice or be comprised of another material which would render the fence opaque in the opinion of the Development Officer.

PART 4: STREETS AND MUNICIPAL SERVICES

- 4.1 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 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 All secondary or primary (as applicable) electrical, telephone and cable service to all townhouse units and two-unit dwelling units shall be underground installation.
- 4.4 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 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 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 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.1.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;

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

5.2 Archaeological Monitoring and Protection

- 5.2.1 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.

5.3 Sulphide Bearing Materials

- 5.3.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.
- 5.3.2 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.

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 parking measures as detailed in Section 3.6 or which, in the opinion of the Development Officer, do not conform with Schedule B;
 - (b) Changes to the landscaping measures as detailed in Section 3.8 or which, in the opinion of the Development Officer, do not conform with Schedule B;
 - (c) Changes to the two-unit dwelling or townhouse dwelling materials as detailed in Section 3.5 or which, in the opinion of the Development Officer, do not conform with Schedules C, D, or E; and
 - (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by 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 three (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 installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Mainland Municipal Planning Strategy and Halifax Mainland Land Use Bylaw, 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 six (6) 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 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 defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
 - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
 - (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED in the presence of:

(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 Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

Schedule B: Site Plan



HERBERT ROAD (WIDTH VARIES)

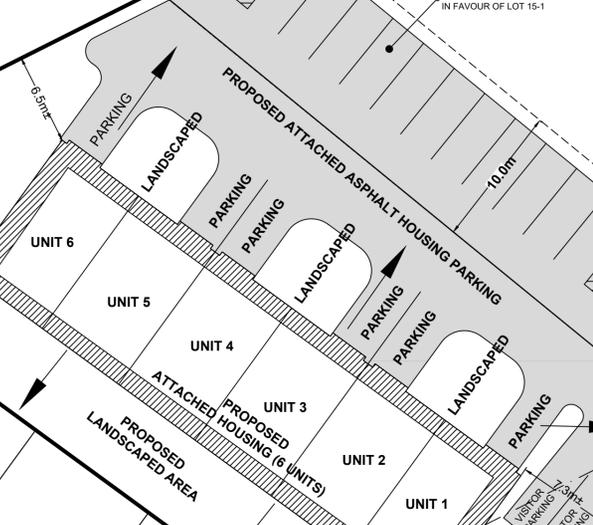
KELLY STREET (WIDTH VARIES)

BREWER COURT (WIDTH VARIES)

EXISTING APARTMENT BUILDING CIVIC #36

LOT A-1-A
4,079.5 Sq. Metres ±

LOT 15-1
2,312.5 Sq. Metres ±



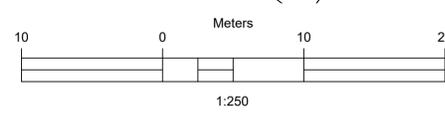
PROPOSED 1.2m HIGH CHAIN LINK FENCE
PER DETAIL A.1.

PROPOSED SEMI-DETACHED DWELLING

SITE ACCESS

PROPOSED 6m SERVICE & ACCESS EASEMENT IN FAVOUR OF LOT 15-1

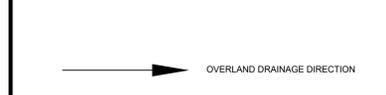
EXISTING SEMI-DETACHED CIVIC #27/28



LEGEND	
DESIGN GRADE	---
EXISTING GRADE	---
CENTERLINE	---
WATER PIPE	--- WAT --- WAT --- WAT
SANITARY PIPE	--- SA --- SA --- SA
STORM PIPE	--- ST --- ST --- ST
SANITARY LATERAL	---
STORM LATERAL	---
WATER LATERAL	---
GUIDERAIL	---
TOP OF SLOPE	---
BOTTOM OF SLOPE	---
OVERHEAD LINE	---
UNDERGROUND LINE	---
FENCELINE	---
CURB CUT	---
CURBSTOP	---
AIR RELEASE VALVE	---
TREE	---
URD	---
PRECAST HEADWALL	---
TEST PIT	---
WATER VALVE	---
CATCHBASIN	---
HYDRANT	---
UTILITY POLE	---

PRELIMINARY STORM CALCULATIONS :
 PRE-DEVELOPED PEAK FLOW FROM PROPERTY (5YR): 17.7L/s
 POST DEVELOPED PEAK FLOW FROM PROPERTY (5YR): 32.4L/s
BASED ON 5YR DESIGN STORM FOR HALIFAX (113.8mm/24hrs)

PRELIMINARY SANITARY CALCULATIONS :
 POPULATION: 21 PERSONS (3.35PPU)
 PROPERTY AREA: 2313 SQ.M.
 AVERAGE DRY WEATHER FLOW: 0.08L/s
 PEAK DRY WEATHER FLOW: 0.35L/s
 I/I ALLOWANCE: 0.06L/s
 PEAK WET WEATHER FLOW: 0.5L/s



ISSUE	DATE	DESCRIPTION
2	2018-01-04	REVISED PER HRM COMMENTS
1	2016-10-06	ISSUED FOR APPROVAL



CLIENT

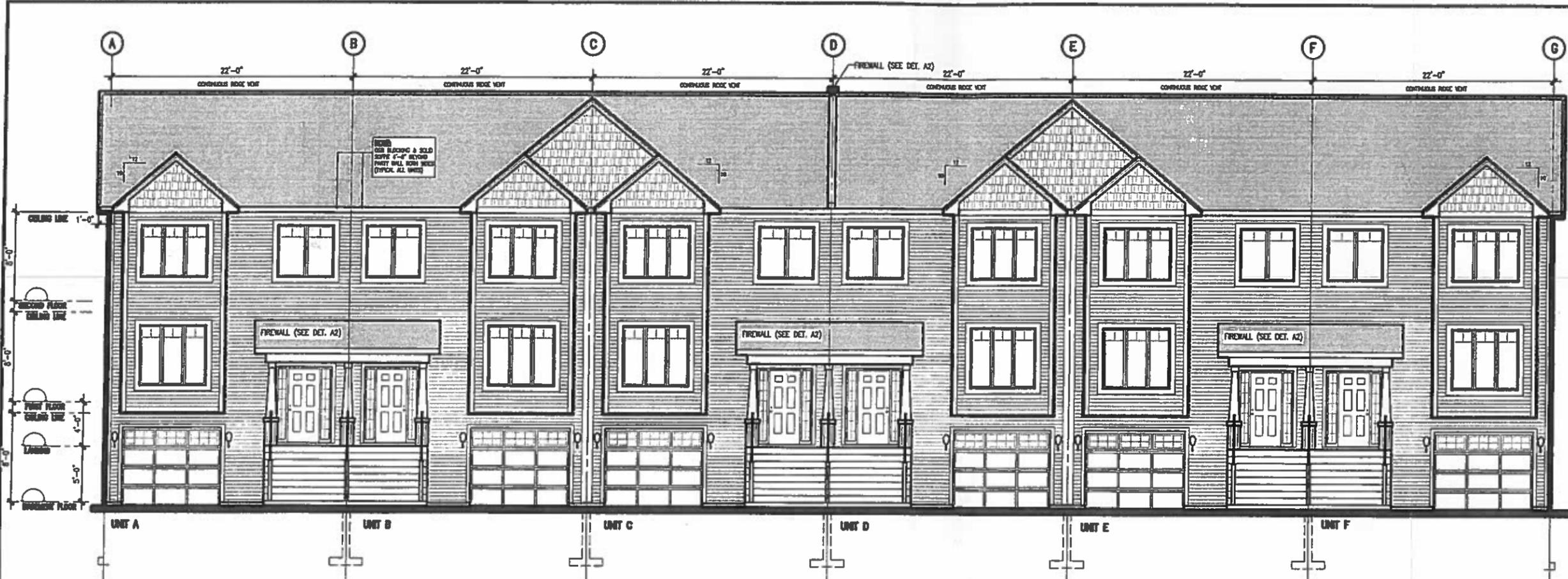
BANC PROPERTIES LTD

PROJECT DESCRIPTION
KELLY STREET TOWNHOMES
 HALIFAX, NOVA SCOTIA

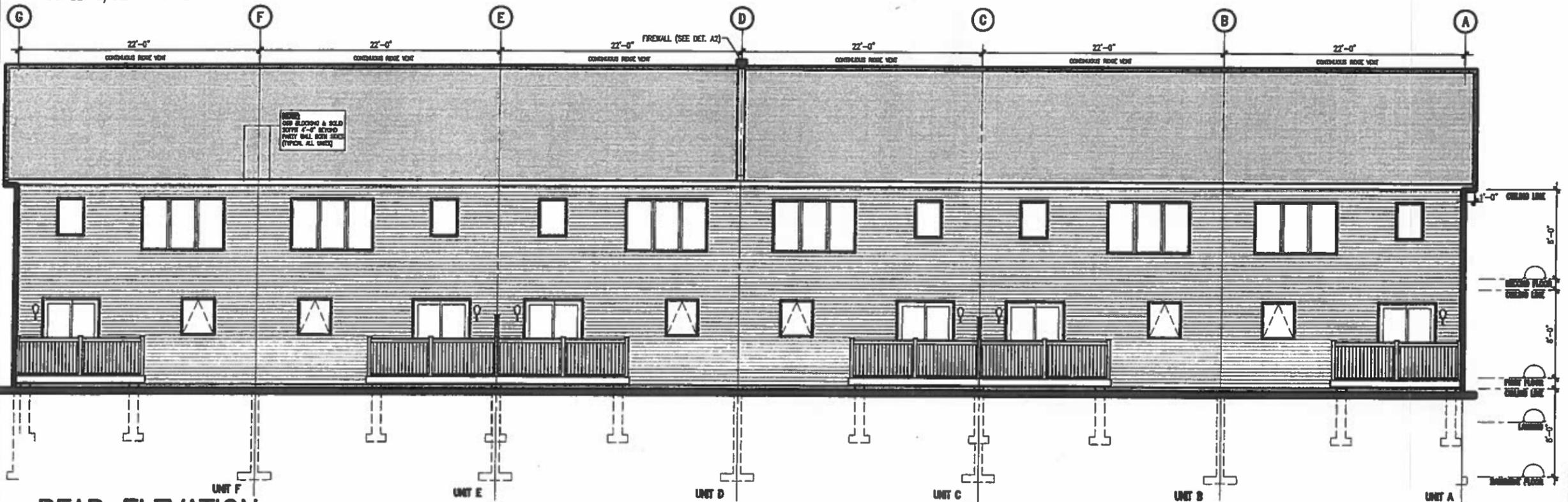
SHEET DESCRIPTION
SITE PLAN

Drawn	Engineer	Project No.	Drawing No.
		15-016	1 of 1
Date of 1st Issue	Scale	Filename	
OCT-06-2016	1:500 H, 1:50 V	15-016SITE.dwg	

Schedule C: Front and Rear Elevations Townhouse Dwelling



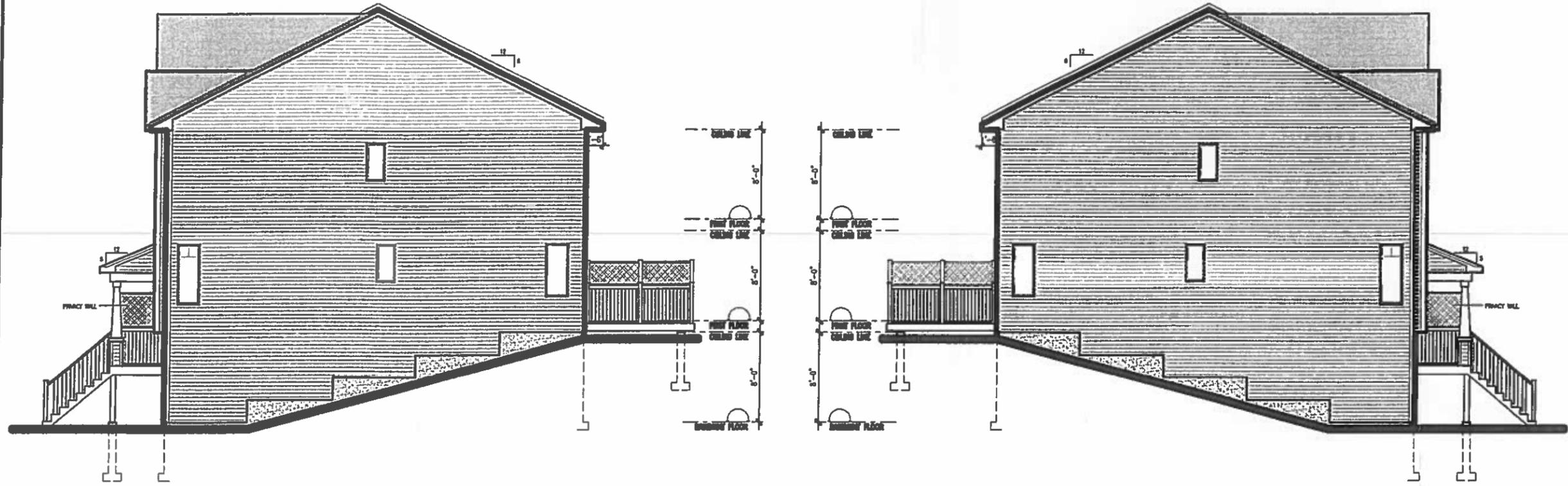
FRONT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"

GENERAL NOTES:
 ALL WORK MUST BE IN CONFORMANCE WITH THE NBCC 2010, 2013 NSBCR AND NBC REVISIONS & ERRATA INCLUDING 9.36 AND NSBC 2011
 WALLS BETWEEN THE HOUSE AND GARAGE ARE CONSIDERED EXTERIOR WALLS
 CONTRACTORS TO VERIFY ALL DIMENSIONS BEFORE STARTING ANY WORK.
 CONTRACTORS ARE RESPONSIBLE FOR CLEANUP OF THE JOB SITE.
 ONCE THE PLANS ARE APPROVED BY OWNERS THEY ARE CONSIDERED TO BE THE FINAL ONES. NO CHANGES TO BE DONE AFTER THIS STAGE EXCEPT DUE TO GRADE CONDITIONS.
 GRADES SHOWN ON ELEVATIONS ARE FOR PERMIT PURPOSE ONLY.
 GRADES TO BE DETERMINED ON SITE BY PROJECT MANAGER & IN COMPLIANCE WITH SITE GRADING PLANS.
 2x6 BEARING WALLS IN FOUNDATION ARE SUBJECT TO CHANGE BY PROJECT MANAGERS TO LAMINATED OR STEEL BEAMS DUE TO SITE CONDITIONS.
 ALL WINDOWS & DOORS TO MEET ENERGY CODE: 10.3.2.6, 10.3.2.7, 10.3.2.8
 ALL SPACE HEATING & DOMESTIC HOT WATER APPLIANCES TO MEET ENERGY CODE 10.3.1.2(1)
 ○ SMOKE ALARMS (WIRED c/w A/C SD BACKUP) CODE: 9.10.19.1, 9.10.19.3

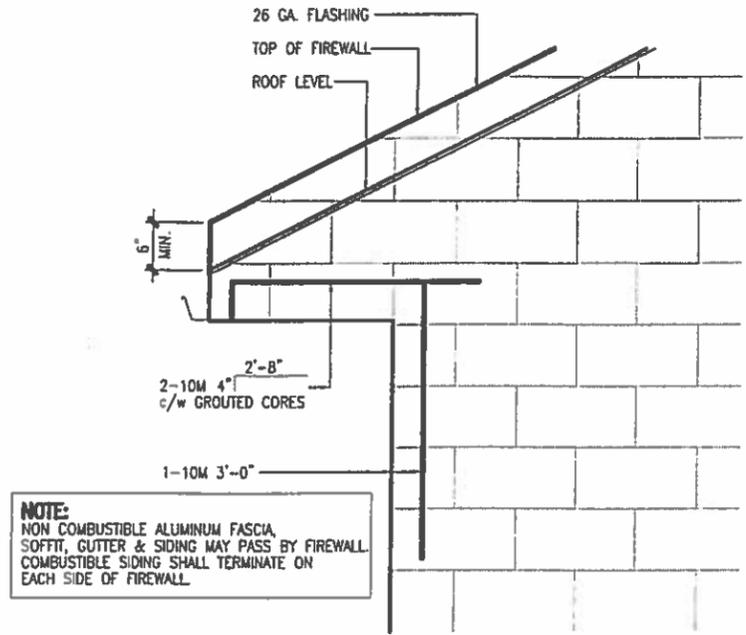
project name:	
6 UNIT TOWNHOUSE KELLY DRIVE	
drawing name:	
ELEVATIONS	
drawn by:	CADtech
scale:	AS NOTED
date:	JULY 14, 2015
project no.	drawing no.
2015JW-03	A-1



RIGHT SIDE ELEVATION
SCALE: 3/32" = 1'-0"

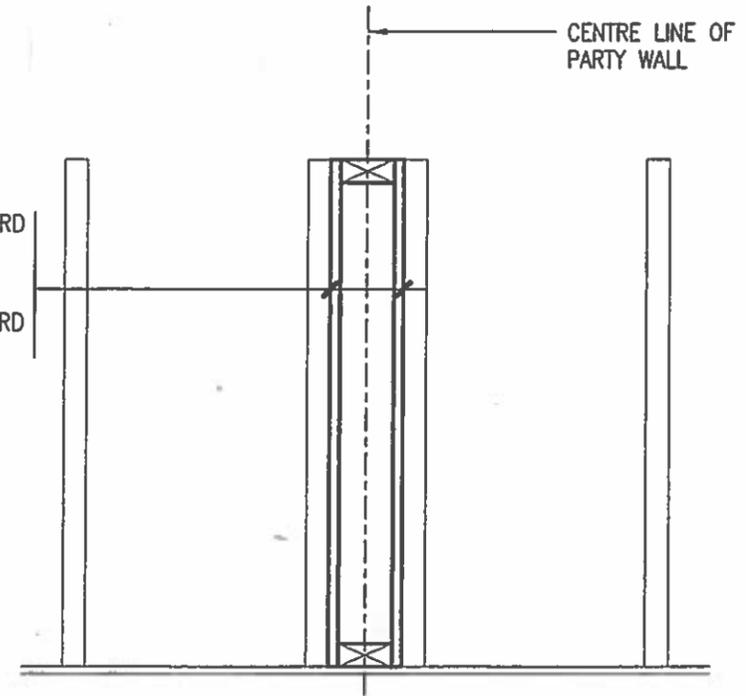
LEFT SIDE ELEVATION
SCALE: 3/32" = 1'-0"

GENERAL NOTES:
 ALL WORK MUST BE IN CONFORMANCE WITH THE NBCC 2010, 2013 NSBCR AND NBC REVISIONS & ERRATA INCLUDING 9.36 AND NSBC 2011
 WALLS BETWEEN THE HOUSE AND GARAGE ARE CONSIDERED EXTERIOR WALLS
 CONTRACTORS TO VERIFY ALL DIMENSIONS BEFORE STARTING ANY WORK.
 CONTRACTORS ARE RESPONSIBLE FOR CLEANUP OF THE JOB SITE.
 ONCE THE PLANS ARE APPROVED BY OWNERS THEY ARE CONSIDERED TO BE THE FINAL ONES. NO CHANGES TO BE DONE AFTER THIS STAGE EXCEPT DUE TO GRADE CONDITIONS.
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 2x6 BEARING WALLS IN FOUNDATION ARE SUBJECT TO CHANGE BY PROJECT MANAGERS TO LAMINATED OR STEEL BEAMS DUE TO SITE CONDITIONS.
 ALL WINDOWS & DOORS TO MEET ENERGY CODE: 10.3.2.6, 10.3.2.7, 10.3.2.8
 ALL SPACE HEATING & DOMESTIC HOT WATER APPLIANCES TO MEET ENERGY CODE 10.3.1.2(1)
 ○ SMOKE ALARMS (WIRED c/w A/C SD BACKUP) CODE: 9.10.19.1, 9.10.19.3.



FIRE WALL DETAIL
SCALE: 1/2" = 1'-0"

5/8" TYPE 'X' GYPSUM BOARD
TAPED & FILLED
2"x4" @ 24" O/C
5/8" TYPE 'X' GYPSUM BOARD
TAPED & FILLED



FIREWALL CROSS SECTION AT FRONT ENTRANCE ROOF
SCALE: 1" = 1'-0"

project name:	
6 UNIT TOWNHOUSE KELLY DRIVE	
drawing name:	
ELEVATIONS & DETAILS	
drawn by:	CADtech
scale:	AS NOTED
date:	JULY 14, 2015
project no.	drawing no.
2015JJ-03	A-2

Schedule E: Front Elevation Two Unit Dwelling



Attachment C – Halifax MPS Policy Analysis

SECTION X MAINLAND SOUTH SECONDARY PLANNING STRATEGY - OBJECTIVES AND POLICIES	
1. <u>RESIDENTIAL ENVIRONMENTS</u>	
Objective:	
The development and maintenance of Mainland South as a predominantly residential area with a diverse mixture of family and non-family housing.	
1.1.1 "Residential Environments" in terms of this secondary strategy means:	
(a) Low-Density Residential;	A small portion of land currently located within the Residential Development District (RDD) designation will become Low Density Residential (LDR). This will enable a semi-detached dwelling on the site which is in keeping with the existing residential form in the area. This residential form is permitted in both the LDR and RDD designations.
(b) Medium-Density Residential;	The request for a development agreement for lands located within the Medium Density Residential (MDR) designation of the Generalized Future Land Use Map (GFLUM) is enabled through Section X, Policy 1.3.4 of the Mainland South SMPS in accordance with the city wide policies of the Halifax MPS. These city wide policies seek to permit redevelopment of portions of existing neighbourhoods at a compatible scale by means of infill or rehabilitation.
(c) High-Density Residential; and	n. a.
(d) Residential Development District.	n. a.
1.1.2 Forms of residential development which may be permitted in Mainland South are:	
(a) conversions;	n. a.
(b) detached dwellings;	n. a.
(c) semi-detached dwellings;	The applicant's request includes a semi-detached dwelling to be located on the subject lands immediately off Brewer's Court cul-de-sac bulb.
(d) duplex dwellings;	n. a.
(e) townhouses; and	The applicant's request is to allow a 6-unit townhouse development by development agreement as enabled under Policy 1.3.4 of

		Section X.
	(f) apartments.	n. a.
1.2.1	In areas designated "Low-Density Residential" on the Generalized Future Land Use Map, which are predominantly two-family dwellings in character, residential development consisting of detached (single-family) dwellings, semi-detached dwellings and duplex dwellings shall be permitted, and neighbourhood commercial uses may be permitted pursuant to Policies 2.1 and 2.1.2 of this Plan.	The application seeks to locate a two-family or semi-detached dwelling unit with no associated neighbourhood commercial uses as part of the request.
1.3	In areas designated as "Medium-Density Residential" on the Generalized Future Land Use Map, detached dwellings, semi-detached dwellings, duplex dwellings, townhouses and apartments containing a maximum of four units two of which must be family-type, shall be permitted and neighbourhood commercial uses may be permitted pursuant to Policies 2.1.1 and 2.1.2 of this Plan.	No neighbourhood commercial is requested as part of this application.
1.3.4	In areas designated as "Medium Density Residential" on the Generalized Future Land Use Map Council may consider townhouse style residential developments according to the development agreement provisions of the <i>Halifax Regional Municipality Charter</i>. This form of development is appropriate where subdivision regulations for townhouses can not be met, due to lack of frontage on a public street, or where developments are located on major collector or arterial streets, and direct access to the street is undesirable. In	

<p>considering such an agreement, Council shall have regard for the following:</p>	
<p>(a) that the development includes a minimum lot area of 20,000 square feet, with access provided to a public street;</p>	<p>The lot area is 24,891.5 square feet (2312.5 square metres). Access to the public street (Brewer Court) will be by way of a private driveway located within the right-of-way easement.</p>
<p>(b) that each unit has access to an internal private driveway which services the development;</p>	<p>The 6 units of the proposed townhouse access a private driveway that connects to Brewer Court. The driveway will meet HRM standards.</p>
<p>(c) that municipal central services are available and capable of supporting the development;</p>	<p>Municipal central services are available and have capacity to support the proposed development.</p>
<p>(d) that the site design features including landscaping, screening, fencing, parking areas, and driveways are of an adequate size and design to meet the needs of residents of the development and to address potential impacts on adjacent development;</p>	<p>The development agreement includes a requirement for the preparation and acceptance of a landscape plan. A wooden fence is required to screen the proposed driveway from the abutting residents at 29 Brewer Court. The parking areas will meet the dimensions of the LUB. The driveway meets HRM standards for access.</p>
<p>(e) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent uses; and</p>	<p>The proposed townhouse is compatible with the adjacent existing semi-detached uses by way of height, appearance, materials and lot coverage. The proposed townhouse form is sympathetic to that of the existing semi-detached units on Brewer Court.</p>
<p>(f) the general maintenance of the development. (RC-Feb 2/10; E-Apr 17/10)</p>	<p>The proposed Development Agreement contains a maintenance clause for the lands covering both building and landscape.</p>
<p>1.6 The City shall maintain zoning</p>	<p>The zoning provisions and regulations will be</p>

	regulations which encourage stability and maintenance of the prevalent character and integrity of residential neighbourhoods.	administered in accordance with the Halifax LUB where they have not been altered by the proposed development agreement. As these regulations provide clear and objective attributes that have been applied uniformly within the plan area under the LUB the prevalent character and integrity will be maintained.
1.7	It is the intent of the City to encourage energy efficient and energy conserving residential development and may adopt regulatory controls through the Land Use By-law in order to further this intent.	Any energy efficient and conservation regulations established under the LUB will be required at permitting application stage unless otherwise not permitted under the proposed development agreement. Any energy efficiency or sustainable building principles proposed by the developer will meet the requirements of all By-laws and Building Codes.
1.8	The Land Use By-law shall permit the reconstruction of any non-conforming residential building existing on the date of adoption of this Strategy to the original size and density in the event that said building is destroyed by fire or otherwise.	n. a.
2. <u>COMMERCIAL</u>		
Objective: A variety of commercial and business uses in convenient and accessible locations to serve the area and the City, compatible with adjacent residential neighbourhoods.		
2.1	The forms of commercial development provided for shall include neighbourhood commercial uses, minor commercial uses and major commercial centres.	Policy 1.2.1 above establishes that neighbourhood commercial uses are subject to this Policy. There is no commercial component to this application.
2.1.2	Except as provided in the Residential Development District for neighbourhood and convenience centre commercial uses, the City may consider new neighbourhood commercial uses in residential designations only through a rezoning process to a neighbourhood commercial zone and provided that the use is located at, or near, a City street intersection.	Policy 1.2.1 above establishes that neighbourhood commercial uses are subject to this Policy. There is no commercial component to this application.

5. <u>TRANSPORTATION</u>	
Objective: Sufficient, effective, and efficient transportation to serve the Mainland South area and the City.	
5.2 The City shall seek to minimize through traffic on local residential streets.	The applicant submitted a Traffic Impact Statement showing peak morning (4 trips – 2 trips in, 2 trips out) and peak evening (4 trips – 4 trips in, 0 trips out) hour of vehicle trips generated by the proposed additional 8 dwelling units. Since the number of trips generated by the proposed units are low and the existing traffic volumes on Kelly Street are moderate there will be no significant impact on adjacent roads and intersections.

SECTION II CITY-WIDE OBJECTIVES AND POLICY	
RESIDENTIAL ENVIRONMENT	
2.2 The integrity of existing residential neighbourhoods shall be maintained by requiring that any new development which would differ in use or intensity of use from the present neighbourhood development pattern be related to the needs or characteristics of the neighbourhood and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.	The proposal maintains the integrity of the present residential neighbourhood by providing an alternate form of housing other than single detached, semi-detached or apartments to fulfill housing needs where the intensity of use is similar. There are a variety of functional attributes that contribute to the local neighbourhood character such as residential and commercial uses, multi-modal transportation and, overall, is visually interesting and encourages human contact. Staff believe the proposal will contribute to the resident's day-to-day living in this environment.
2.4 Because the differences between residential areas contribute to the richness of Halifax as a city, and because different neighbourhoods exhibit different characteristics through such things as their location, scale, and housing age and type, and in order to promote neighbourhood stability and to ensure different types of residential areas and a variety of choices for its citizens, the City encourages the retention of the existing residential character of predominantly stable	Well-designed infill on vacant space enabled by the proposed development agreement can make a positive contribution to environmental quality and residential amenity creating more mixed and sustainable communities. Proposals permitted under the requested DA for well designed, high quality new homes on sites suitable for infill development should be considered positively. Infill development proposals should demonstrate they broadly respond to density ranges while taking into account local character and transportation capacity. Small scale infill development

<p>neighbourhoods, and will seek to ensure that any change it can control will be compatible with these neighbourhoods.</p>	<p>opportunities are critical in encouraging the sensitive renewal and intensification of existing residential areas.</p>
<p>Implementation Policy 3.1</p>	<p>Repealed 6 June 1990</p>
<p>Implementation Policy 3.2 For those areas identified in Section II, Policy 2.5.2 of this Plan, the City shall, pursuant to the authority of Section 33(2)(b) of the Planning Act, establish such development control regulations as are necessary to implement the policies of this Plan.</p>	<p>n.a</p>

Attachment D: Public Information Meeting Summary

HALIFAX REGIONAL MUNICIPALITY Public Information Meeting Case 20151

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

Monday, April 27, 2017
7:00 p.m.

Chocolate Lake Community Centre

STAFF IN

ATTENDANCE:

Darrell Joudrey, Planner, HRM Planning and Development
Iain Grant, Planning Technician, HRM Planning and Development
Cara McFarlane, Planning Controller, HRM Planning and
Development

ALSO IN

ATTENDANCE:

Councillor Shawn Cleary, District 9
Glenn Woodford, DesignPoint Engineering & Surveying Ltd.

PUBLIC IN

ATTENDANCE:

Approximately 14

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

1. Call to order, purpose of meeting – Darrell Joudrey

Mr. Joudrey introduced himself as the Planner and Facilitator for the application; Glenn Woodford, DesignPoint Engineering & Surveying Ltd.; Councillor Shawn Cleary, District 9; and Iain Grant and Cara McFarlane, HRM Planning and Development.

Case 20151 - Application by Banc Properties Limited to amend the Halifax Municipal Planning Strategy and to alter the boundaries of the land use designations on the Generalized Future Land Use Map in the area of Brewer Court and the Stoneridge on the Park Subdivision, Halifax.

The purpose of the Public Information Meeting (PIM) is to: a) identify the proposal site and highlight the proposal; b) give the applicant an opportunity to present the proposal; and c) receive public feedback and input regarding the proposal that will be used to prepare the staff report and go forward with this application. No decisions are made at this PIM.

2. Presentation of Proposal – Darrell Joudrey

The original proposal was to access the property off of Kelly Street and enter through a right of way easement across the apartment lands. HRM could not support that option; therefore, the applicant was asked to change the proposal and enter the site from Brewer Court.

Mr. Joudrey presented the proposal for 31 and 33 Brewer Court, Halifax outlining: the site with photos; the site plan; elevations; an explanation for the boundary change; the designations and

relevant planning policy (Policy 1.3.4) under Section X, Mainland South Secondary Municipal Planning Strategy (SMPS); the zones [R-2 (Two Family Dwelling) Zone, R-3 (General Residential And Low-Rise Apartment) Zone] within the Halifax Mainland Land Use By-law (LUB); and, explained what is and the purpose of a Development Agreement.

Presentation of Proposal – Glenn Woodford, DesignPoint Engineering & Surveying Ltd.

Mr. Woodford presented the development agreement proposal (six-unit townhouse building and one two-unit semi-detached building) showing the subject property [(two parcels totaling 24,900 sq. ft. (0.57 ac.), zoned R-2 and R-3, compatible with surrounding uses, access from Brewer Court, adequate serviced area]. As of right, four units are permitted on the property (a two-unit semi on the lot out front and the same on the back lot). Also outlined was the proposed site layout, the Traffic Study (four additional vehicle trips during peak PM hour), proposed servicing plan and housing style.

3. Questions and Comments

One resident – Is the green portion to the left of the site a treed area? **Mr. Woodford** - It is a landscaped area but a lot of the existing vegetation would remain and could be added as a requirement within the development agreement during negotiations.

Rose Poirier, Bald Eagle Place has a rental property on Herbert Road and is concerned about the noise, dust and the existing mature trees/vegetation as this would impact the renting/selling of the units. She also spoke for her neighbor (couldn't attend the PIM) who is also concerned about buffering. What is proposed for landscaping? **Mr. Woodford** – The developer's preference is to leave as many trees as possible. A large portion will need to be cleared but in the far corner to the left of the site, the trees could possibly remain. HRM could require a non-disturbance area through the development agreement. There will be noise during construction but developers have to abide by the noise by-law. **Mr. Joudrey** – Staff try to negotiate in the development agreement a clause that requires the Developer to retain as many trees and vegetation as possible on the property and often ask for planting of additional trees.

Jarrod Baboushkin, Brewer Court lives two houses from subject property. He doesn't have an issue with the development as a whole as the developer has the right to develop their land. He is shocked that it was HRM's suggestion to have the access point off of Brewer Court. Currently, there is no room for parking or snow removal and although he appreciates the traffic study, a lot of the units on Brewer Court are rentals that don't conform to normal traffic patterns. Why was the developer asked to change the access? **Mr. Joudrey** – when the original application was sent out for review, Fire Services had concerns about clear access at all times through a third party parking lot for all types of emergency situations. Killam Properties, owner of the apartment building site, would also have to sign the development agreement. The development officer suggested the access from Brewer Court and the development engineer was confident the traffic numbers wouldn't negatively impact the cul de sac.

Greg Wentzell, Halef Court – Why would Killam Properties consider allowing cars to travel through their parking lot? **Mr. Joudrey** – They were on board with the original application and would have had to be party to the development agreement. **Besim Halef** – The subject land was purchased from Killam Properties and at that time, an agreement between the two parties was written to allow access to the land through the apartment building parking lot if needed. **One resident** asked why property owners weren't informed of potential future plans when purchasing homes on the cul-de-sac. **Mr. Halef** sold the lots, except Lots 31 and 33, on Brewer Court to Austin Contracting and didn't have contact with anyone who built homes on the land.

One resident - If there were plans to put a road in, why develop the street in such a way that would lead everyone to believe that there were two units going in at the end of the cul-de-sac? **Mr. Woodford** – Four or five years ago, when the application was originally submitted, the developer wasn't aware of what would come of the property. If HRM had told the developer what could have been done on that site, the cul-de-sac may have been developed differently.

Mr. Baboushkin – There was never anything proposed that demonstrated there would be a road, at any point in time, and/or units planned for behind that would need some sort of access. HRM denied a variance for a deck on his property due to setbacks because the property line is angled. How does HRM justify a variance for constructing a driveway next to someone's home who purchased on a cul-de-sac? **Mr. Joudrey** – A development agreement allows for more ability to vary things. The development engineer considered this a driveway and it would be very small scale with a good vegetative buffer.

Ryrie Vanderwater, Brewer Court is concerned about the decrease in his property value, the safety of his family and parking issues on the street. He disagrees with the traffic study. Brewer Court is half the size of Halef Court and there is not space to safely manage through the cul-de-sac and through this driveway. His property value will decrease due to his lot being 15 feet smaller from surveying that has taken place. A retaining wall will have to be constructed behind his, and other, property(ies) to ensure they won't shift due to changes in elevation. He is concerned this conversation didn't happen when the house was purchased. He was told that the subject lot was going to be another duplex. **Mr. Woodford** – The traffic on this street is low. In terms of the grade, if a retaining wall needs to be built, it has to be done within the subject property line. The developer would have to submit a detailed grading and alteration plan to HRM to show that there would be no negative impacts on neighbouring properties. **Mr. Vanderwater** defined a cul-de-sac as a street closed at one end but this project extends the end to create more access. What facilities will be maintaining the driveway when there currently isn't the accessibility during the Winter?

Scott Durling, Brewer Court - Did you look into the number of complaints received by 311 regarding the blocking of the fire lane on Brewer Court? Could those numbers be included in the staff report. **Mr. Joudrey** will obtain the numbers and include the stats in the staff report. **Mr. Durling** – The fire lane is routinely blocked and there is insufficient curb space to allow parking along this court which forces people to park in the center of the bulb of the cul-de-sac. It is important to consider the safety of the court when making a decision on this development. He asked about visitor parking for the additional units. **Mr. Woodford** – There are two visitor parking spaces (shown) plus there is a garage and driveway for each unit. There may be more space created for visitor parking if required by the city.

Brad Hadley, Ridgestone Court was told when he bought the property that the space behind was greenspace and now it will be gone. He has concerns about damage to the homes from blasting. He is glad to hear that the developer has to abide by the noise by-law. **Mr. Joudrey** – HRM requires the developer to retain as much of the vegetation as possible and supplement if necessary.

Carlos Wong, Ridgestone Court – There is not much greenspace as it is. He was also told that there would be no development behind his property and it would remain greenspace. This development will not have room for snow removal on the site. A fire truck will not have enough room to turn around on the property.

Mr. Baboushkin – Does the developer plan to rent or sell the units? **Mr. Halef's** company is not building the units but they will be sold. Worst case scenario, they would be rented.

Mukund Mohan, Brewer Court echoes the issues and concerns raised by all of his neighbours

on Brewer Court (decrease in property value, the parking issues, snow removal, safety, fire, noise, pollution). The distance from the exterior wall of his house to the proposed driveway is two metres and he worries about the safety of his children and others on the cul-de-sac. He will lose all the greenspace and privacy behind his property. He strongly opposes this proposal. **Mr. Vanderwater** is very concerned for Mr. Mohan as he is directly impacted by this development. Any added vegetation will take five to ten years to mature to create any kind of buffer. **Mr. Joudrey** – During negotiations for the development agreement consideration will be given to keeping the driveway as far away from existing properties and as small as possible. It crosses an easement; therefore, minimal disruption is best.

Mr. Durling – Is there any effect on anyone's driveway or access to Brewer Court in order to construct the proposed driveway? Will the power pole need to be moved? What is the impact on the easement for this development? **Mr. Woodford** – There is no intent to move any other driveways. The power pole may have to move if work can't be done around it. **Mr. Joudrey** – Could the power lines for the proposed units be underground? **Mr. Woodford** – there would have to be a wide easement on either side of the driveway but there is not enough room.

Valerie Eddy, Brewer Court – Who is the builder? **Mr. Halef** is not sure yet. **Ms. Eddy** agrees with all the comments tonight about how unfair, unreasonable and misleading this process has been to the people who have bought in that cul-de-sac. No one on that court had any idea of the state of that lot. It seems that the city is on board with this proposal.

Mr. Mohan – Will the fire hydrant have to be moved? If so, more parking would be lost along the street. When purchasing his home, he was told it would be a cul-de-sac. He feels cheated and hopes that HRM will do the right thing for the neighbourhood and safety of the residents on Brewer Court and surrounding streets. **Mr. Woodford** – The hydrant would only be moved if necessary. It has to be 1.5 metres from a driveway and 1.5 metres from a power pole. **Mr. Joudrey** – Halifax Water was satisfied in their comments that the location was not an issue.

Steven Pamerter, Brewer Court asked for an explanation on the process. Has Regional Council already signed off? **Councillor Cleary** – Regional Council initiated the process to address the boundary change. The application still has to be approved by Regional Council and then back to Halifax and West Community Council for approval of the development agreement. **Mr. Joudrey** – Regional Council initiated the process to allow staff to start the public participation process in order to look at moving the Generalized Future Land Use Map (GFLUM) boundary and policy designation because it doesn't cover the whole property. **Mr. Pamerter** – Why is the boundary line moved? **Mr. Joudrey** – To tie two property lines. Presently, the boundaries are laid on the property line but in the past, original boundaries were placed in areas where there were no lots created; therefore, it was a general line. **Mr. Pamerter** – If the GFLUM boundary wasn't changed, would the development be two units and another two units? **Mr. Joudrey** – The townhouse proposal would have had to be located entirely within the medium density designation which was there when the land was purchased.

Mr. Vanderwater – Why not connect the proposal to the other cul-de-sac (Herbert Road) which would only be about ten feet? **Councillor Cleary** – the property is actually on Brewer Court. **Mr. Joudrey** – There is no space there to put a driveway through and land would have had to have been purchased on both sides from both of these property owners. There was also an issue of going through a more intense zone from this one which wouldn't allow it to happen. Brewer Court was a good solution without going back to Herbert Road and requiring additional purchases of lands. **Mr. Halef** – This process has been ongoing for over five years. The Herbert Road option was discussed with HRM but the zoning would allow it. The second consideration was Kelly Street but the fire marshal was not comfortable with that access. Coming off of Brewer Court wasn't the initial option or proposal.

There was a discussion as to who was responsible for not informing the residents of future plans on Brewer Court.

Ms. Eddy wondered if when purchasing her home if she could have gone to the city to find out if the owner of that lot was different than the others on the cul-de-sac. The developer of Brewer Court retained many of the properties to rent and the property owners on the cul-de-sac have had to put up with some undesirable issues (drug dealers, rats, unattended children, etc.) on top of issues like snow removal, traffic, etc. There has been a lot of deceit that has been at play here with the owners on the street and this adds to it. **Mr. Joudrey** – We could have identified that information but the application was submitted to Planning in November 2015.

Mr. Durling did research before purchasing his property and was not able to find any information on a potential future development on this site. There needs to be more disclosure to the residents way before requiring a sign to be posted on the property.

Councillor Cleary – When there isn't enough communication there is opportunity for misunderstanding which causes a lot of emotion. Staff can't do anything until an official application is submitted. He is able to help with concerns and issues like rats, parking because of snow, etc. Safer streets is very important. All of Regional Council and HWCC will be voting on the application, but these issues can be taken care of by the councillor. He referred people to halifax.ca/GISS as a tool for statistical HRM data and documents to see what is happening throughout HRM.

Mr. Wentzell asked if staff see any policy infringements. **Mr. Joudrey** – The policy that allows the townhouses to be considered is quite obvious and that is why staff is able to look at this application. The questions tonight will be fully answered before going to Regional Council in the staff report.

4. Closing Comments

Mr. Joudrey outlined the next steps in the process and thanked everyone for coming and expressing their comments.

5. Adjournment

The meeting adjourned at approximately 8:35 p.m.