



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 7.1.1
Halifax and West Community Council
August 26, 2020

TO: Chair and Members of Halifax and West Community Council

Original Signed

SUBMITTED BY:

Steve Higgins, Acting Director of Planning and Development

DATE: June 22, 2020

SUBJECT: **Case 22624: Development Agreement for 2322 & 2324 Hunter Street, Halifax**

ORIGIN

Application by James Thibault, property owner.

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, to allow the reconfiguration of an existing non-conforming commercial/residential building to a six (6) unit residential building at 2322 & 2344 Hunter Street, 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; and
3. Require the agreement be signed by the property owner within 240 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

James Thibault is applying to reconfigure an existing non-conforming commercial/residential building to a six (6) unit residential building at 2322 & 2344 Hunter Street, Halifax.

Subject Site	2322 & 2344 Hunter Street, Halifax
Location	South side of Hunter Street, North of Cunard Street
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Medium Density Residential under the Halifax MPS
Zoning (Map 2)	R-2 (General Residential Zone), Peninsula North Secondary Plan, Area 3, under the Halifax Peninsula LUB
Size of Site	Approximately 500 square meters (5,376 square feet)
Street Frontage	Approximately 13 meters (42.3 feet)
Current Land Use(s)	A building with four residential units, and one non-conforming commercial unit (previously a camera repair shop, now vacant)
Surrounding Use(s)	The neighborhood is primarily residential along Hunter Street, made up of a mix of apartment buildings, single family homes, and multi-unit two-storey homes. Toward Cunard Street are commercial shops and restaurants. A few blocks away are Robie Street and the Halifax Commons.

Proposal Details

The applicant proposes to reconfigure an existing building with a non-conforming commercial unit and four (4) residential units to a six (6) unit residential building. Currently there are: two 1-bedroom units, one 2-bedroom unit, and one 6-bedroom unit. The 6-bedroom unit has two kitchens which is not compliant with the Land Use By-law for Halifax Peninsula. The most recent commercial use within the building was a camera repair shop measuring at 1,152 square feet over two floors (ground floor and basement).

The major aspects of the proposal are as follows:

- Reconfigure the commercial space to a 3-bedroom residential unit and convert the existing six-bedroom apartment into a 4-bedroom unit and a 1-bedroom unit. The reconfiguration is within the existing building envelope, and there is no change to building height or massing;
- One of the proposed new units is an accessible unit to be built to conform with Building Code standards;
- The existing façade has a commercial style entrance, which will be removed. Minor alterations to the front façade are proposed to better reflect a residential building;
- The proposed changes to the south (side) elevation include the removal of one window at grade, and a new window in the basement level. No changes are proposed to the rear and north elevations;
- 6 existing parking spaces in the rear yard, and an existing access are not proposed to change;
- Waste bins located in the rear yard are screened by an existing 5-foot opaque perimeter fence.

Enabling Policy and LUB Context

The site is designated Medium Density Residential under the Halifax Municipal Planning Strategy (MPS), and zoned R-2 (General Residential Zone) under the Halifax Peninsula Land Use By-law (LUB). The R-2 Zone permits buildings containing not more than four apartments. The R-2 Zone does not permit commercial uses however the commercial use (retail camera store) was established in the building prior to the application of the R-2 Zone on the property, therefore the retail store is non-conforming.

Implementation Policy 3.14 of the MPS enables Council to consider a development agreement to permit a non-conforming use to be changed to another less intensive non-conforming use providing policy criteria

are met. Attachment B contains a copy of the relevant policy from the Halifax MPS, as well as a staff assessment as to how this proposal adheres to this policy.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, and postcards mailed to property owners within the notification area. 199 postcards were mailed to area residents and one phone call was received from a member of the wider community asking for additional information. The lone caller did not wish to leave comments about the proposal. Additionally there were 19 unique views to the website for this planning application.

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 local residents and property owners.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the Halifax MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Proposed Development Agreement

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

- Permitted uses are limited to a six-unit residential building;
- Building massing and siting is limited to that shown in the agreement schedules;
- Lot coverage is limited to 40% maximum;
- Building height is limited to a maximum of 35 feet;
- Parking requirements of a minimum of 5 spaces;
- Opaque fencing is required in the rear/side yards of the rear yard;
- Exterior refuse containers are to be located in the screened rear yard; and
- Non-substantive changes are limited to minor changes to the building siting and architectural requirements, minor changes to the parking requirements, and the granting of an extension to dates of commencement and completion of the development.

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

Existing Use vs. Proposed Use

Hunter Street is primarily a residential street aside from the existing non-conforming commercial use at this property. The conversion of a commercial use to residential represents a decrease in land use intensity in terms of lower trip generation rates by vehicles, decreased parking on-site, and proposed exterior modifications to reflect its residential use. The neighborhood contains a mix of housing types ranging from single-detached homes to low rise apartment buildings. The majority of lots are developed with buildings between 2-3 storeys in height. The scale and massing of the existing building being maintained, and the exclusively residential use, improves the consistency of the property with the character of its surroundings.

One of the proposed residential units is to be created through a reconfiguration of an existing six-bedroom unit containing two kitchens, which does not meet the land use bylaw. The proposed internal reconfiguration represents a lower number of bedrooms, and equivalent level of density compared to a commercial conversion-only scenario, while also resolving the lack of compliance with the land use bylaw.

The proposal achieves a relatively less intensive use of the property, improves the availability of housing and variety of unit types available in both the building and the neighborhood, and makes the use of the building more consistent with the residential character of the neighborhood. This is achieved with no enlargement of the structure required.

Additionally, through entering into a development agreement, there is the ability to place controls on the proposed residential use that otherwise would not exist if the building use remained used as it is today:

- There are currently no requirements for architectural details for the commercial use. The proposed building exterior will result in the façade of the building being more consistent with the residential uses in the surrounding neighborhood. The commercial entrance and large display windows are proposed to be removed and replaced with smaller windows and building materials consistent with those on the existing residential portion of the building. The proposed development agreement requires that the façade and other building elevations meet the attachments in the agreement.
- There are currently no requirements for the screening in the rear yard. The proposed development agreement requires that a 5 ft opaque fence be located along all property lines within the rear yard, and that refuse containers and electrical equipment are screened from adjacent properties to avoid unsightliness to neighboring properties.
- There are currently no requirements for screening of solid waste containers. The proposed development agreement requires waste bins to be located in the rear yard, which is to be screened with a 5ft opaque fence to avoid unsightliness to neighboring properties.
- There are currently no requirements for an accessible unit to be located in the building. Should the development agreement be approved allowing six units, the corresponding Building Permit to carry out the work to alter the existing building will require one of the units to be an accessible unit that meets Building Code requirements.

Halifax Peninsula Planning Advisory Committee

The application was reviewed by the Halifax Peninsula Planning Advisory Committee (HPPAC) on two separate occasions due to revisions to the proposal. The first time the application was brought in front of HPPAC the application was for a five-unit residential building, however it was noted that the applicant may revise the application for six units.

On March 9, 2020, the Halifax Peninsula Planning Advisory Committee (PAC) recommended that the application for the conversion to a 5-unit residential building be approved subject to the following considerations:

- Accessibility needs
- Solid Waste Management, in particular- waste pick up and location of bins
- That the Application come back to the Committee for comment should the applicant request a sixth unit
- The furnace room have separate access and not be accessed through a unit.

The applicant subsequently revised their application to request a six-unit residential building for reasons including remedy of the existing six-bedroom unit with two kitchens which is not in compliance with the Land Use By-law and which lacked functionality.

On June 4, 2020, the Halifax Peninsula Planning Advisory Committee (PAC) recommended that the application for the conversion to a 6-unit residential building be approved subject to the same considerations given in the first PAC meeting.

The applicant has addressed the PAC's concerns in the following ways:

PAC Concern	Applicant Response
Accessibility needs	The applicant has an active Building Permit (no.179471) for renovations to the commercial unit and has worked with HRM Building Officials to allow for one of the units to meet accessibility standards under the Building Code. HRM Building Standards has confirmed that an accessible unit will be required during permitting.
Solid Waste Management, in particular waste pick up and location of bins	<p>The proposed six-unit building will continue to qualify for municipal curb-side pickup, therefore it is intended that solid waste will be handled in the same fashion as it is currently. Refuse bins are stored in the rear of the lot to visually screen them from the street and neighbouring properties.</p> <p>The development agreement requires refuse bins to be located in the rear yard which is to be visually screened with an opaque fence.</p>
The furnace room have separate access and not be accessed through a unit.	<p>The applicant has expressed that there is no feasible solution to establish independent access to the furnace room; that where the planning policy strongly encourages the retention and rehabilitate existing structures and housing units, it is inevitable that such design trade-offs will result. The applicant has taken steps to improve the fire rating by installing 2 layers of 5/8" fire-code drywall on the walls and ceiling and installing a solid wood door.</p> <p>HRM Building Standards has confirmed that a separate access is not required for the furnace room. The service (furnace) room would be required to have a fire resistance rating of at least 1 hour the for the walls, floors and ceilings and doors of this room space. A fire detector or heat detector may also be required inside the service room. This would be reviewed during the building permit process.</p>

A report from the PAC to Community Council will be provided under separate cover.

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 proposed development agreement provides the ability to allow for a change in the commercial use within the building to a less-intensive residential use while ensuring that there are appropriate controls to reasonably mitigate land use compatibility issues. The terms of the development agreement reflect and are consistent with the criteria of Implementation policy 3.14. 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 2020-2021 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*.

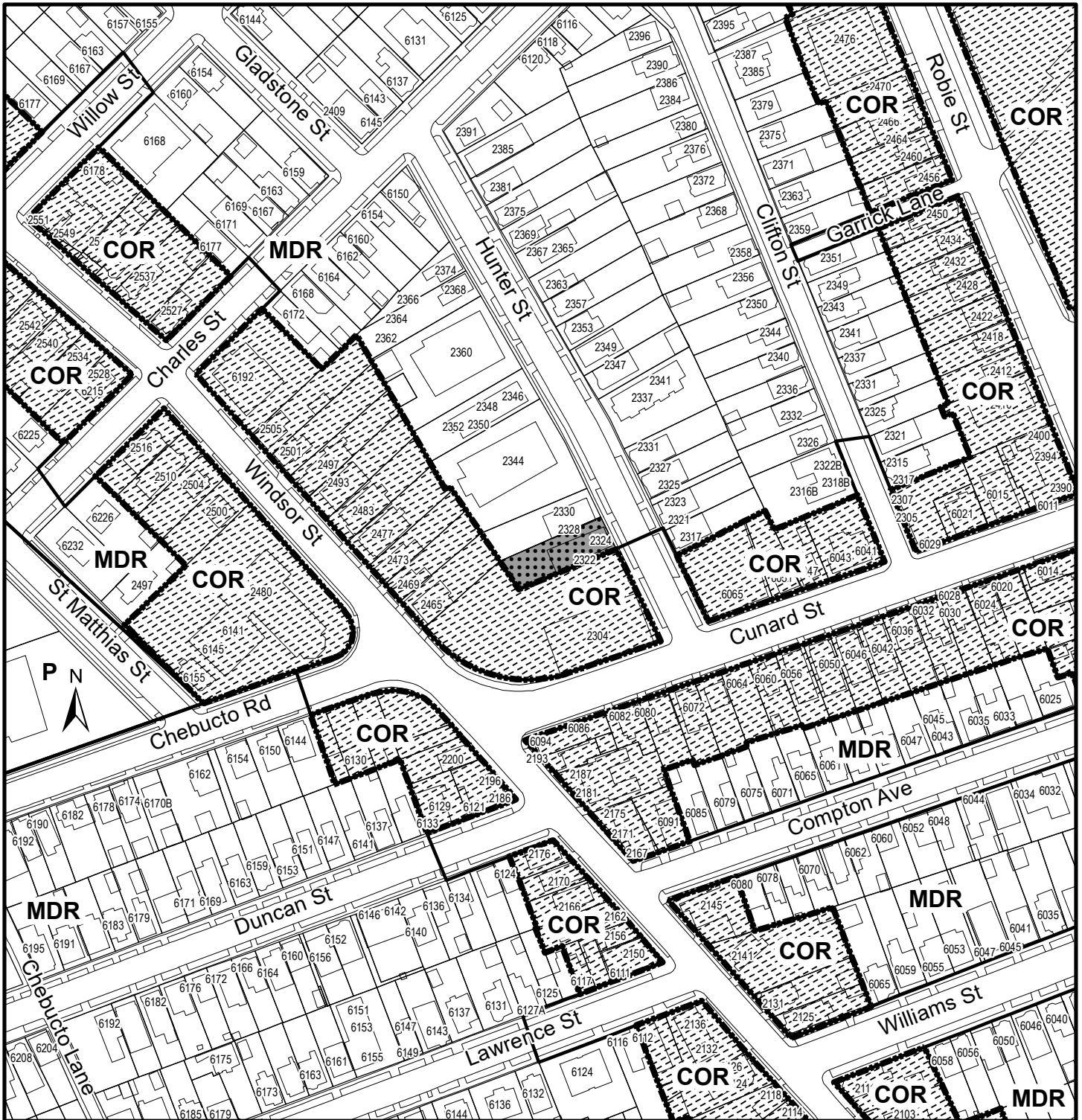
ATTACHMENTS

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification Area
Attachment A	Proposed Development Agreement
Attachment B	Review of Relevant Halifax MPS 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: Brittney MacLean, Planner II, Urban Enabled Applications 902.223.6154

Report Approved by: Carl Purvis, Acting Manager Current Planning, 902.490.4797



Map 1 - Generalized Future Land Use

2322-24 Hunter Street,
Halifax

-  Subject Property
-  Regional Centre Package A

Halifax Plan Area
Regional Centre Package A Plan Area
Peninsula North Secondary Plan Area

Halifax Peninsula North Designation

- MDR Medium Density Residential
- MJC Major Commercial
- MNC Minor Commercial
- P Park and Institutional

Regional Centre Package A Designation

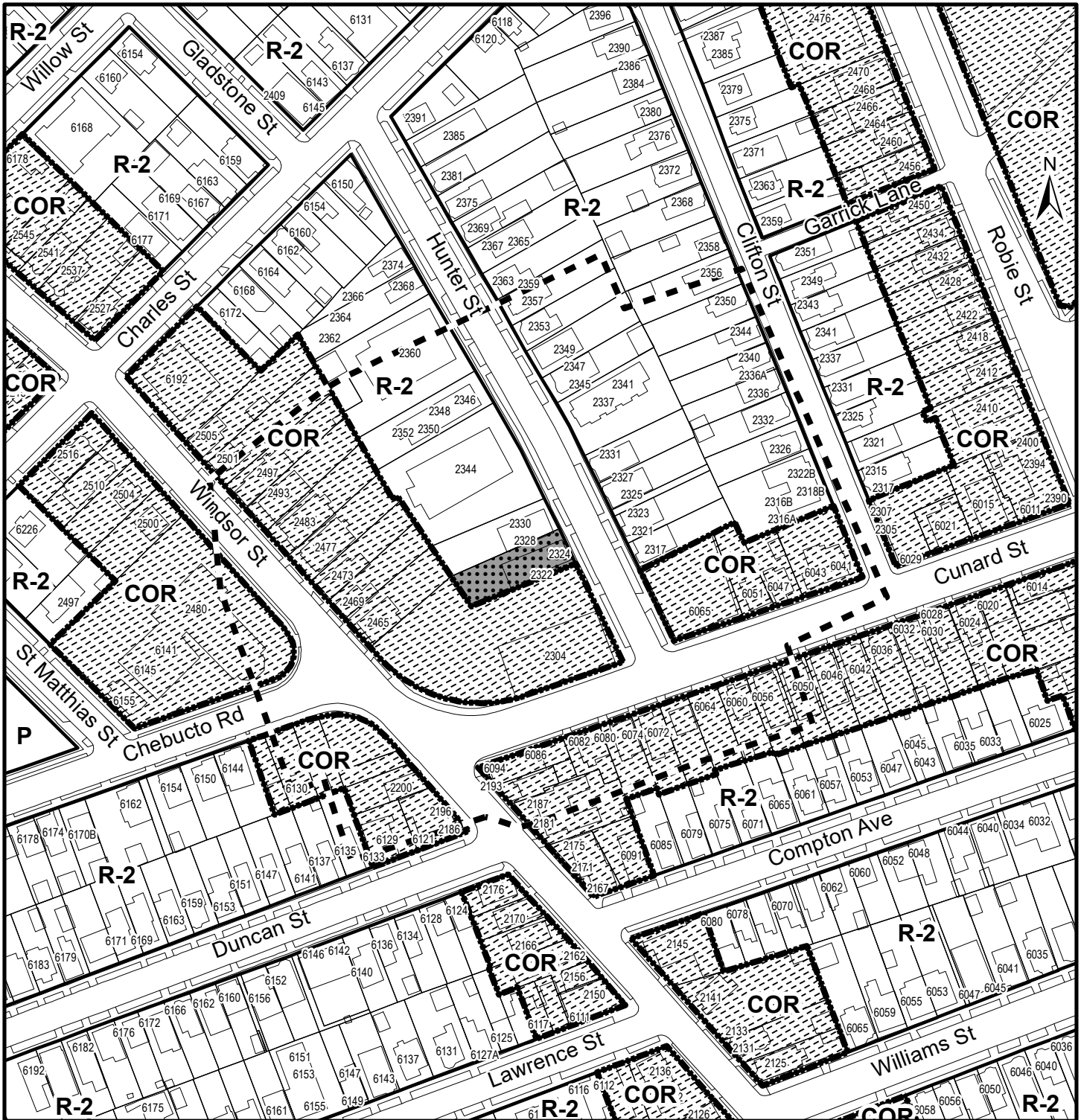
- COR Corridor

HALIFAX






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

2322-24 Hunter Street,
Halifax

-  Subject Property
-  Regional Centre Package A
-  Area of Notification

Halifax Peninsula Land Use By-Law
Regional Centre Package A Land Use By-Law

Halifax Peninsula Zones

- R-2 General Residential
- P Park and Institutional

Regional Centre Package A Zones

- COR Corridor



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:

JAMES A. THIBAUT

an individual, in the Halifax Regional Municipality, in the Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 2322-24 Hunter Street, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for the reconfiguration of a non-conforming commercial/residential building to a 6 unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Section II, City-Wide Policy 2.2, Implementation policy 3.14 of the Halifax Municipal Planning Strategy, and Section 99(4) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 22624;

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 applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variances to the requirements of the applicable Land Use By-law shall not be permitted in accordance with the *Halifax Regional Municipality Charter*.

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.

1.7 Lands

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

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.

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 Number 22624:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	East Elevation
Schedule D	South Elevation
Schedule E	North Elevation
Schedule F	West Elevation

3.2 Requirements Prior to Approval

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

3.3 General Description of Land Use

- 3.3.1 The use of the Lands permitted by this Agreement is a six (6) unit residential apartment building.
- 3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the applicable Land Use By-law, as amended from time to time.

3.4 Building Siting and Architectural Requirements

- 3.4.1 The building's siting, bulk, scale, and exterior design shall be as generally shown on Schedules B, C, D, E, and F, and shall comply to the following:
- (a) building setbacks shall be as shown on Schedule B;

- (b) lot coverage shall not exceed 40%; and
- (c) the maximum height of the building shall not exceed 35 feet.

3.5 Parking, Circulation and Access

- 3.5.1 The parking area shall be hard surfaced and sited as generally shown on Schedule B.
- 3.5.2 The parking area shall provide a minimum of five (5) parking spaces.

3.6 Maintenance

- 3.6.1 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.
- 3.6.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.7 Screening

- 3.7.1 Refuse containers shall be located as generally shown on Schedule B, and shall be fully screened from adjacent properties by means of opaque fencing along all the rear yard as shown in Schedule B.
- 3.7.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Hunter Street and from residential properties along the rear and side property lines. 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.
- 3.7.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Hunter Street or is incorporated in to the architectural treatments and roof structure.
- 3.7.4 Opaque fencing shall be located along all property lines within the rear yard, to be no less than five (5) feet in height, as shown in Schedule B.

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.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

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

- (a) Minor changes to the building siting and architectural requirements under Section 3.4;
- (b) Minor changes to the parking requirements under Section 3.5;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 6.3.1 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 6.5.1 of this Agreement.

5.2 Substantive Amendments

5.2.1 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 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 Registration

6.1.1 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.

6.2 Subsequent Owners

6.2.1 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.

6.2.2 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).

6.3 Commencement of Development

6.3.1 In the event that development on the Lands has not commenced within two (2) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

6.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Development Permit.

6.4 Completion of Development

6.4.1 Upon the completion of the whole 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; or
- (c) discharge this Agreement.

6.4.2 For the purpose of this section, completion of development shall mean the issuance of an Occupancy Permit.

6.4.3 In the event that development on the Lands has not been completed within ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

6.5 Discharge of Agreement

6.5.1 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 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

7.1.1 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.

7.2 Failure to Comply

7.2.1 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:

JAMES A. THIBAULT

Witness

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.

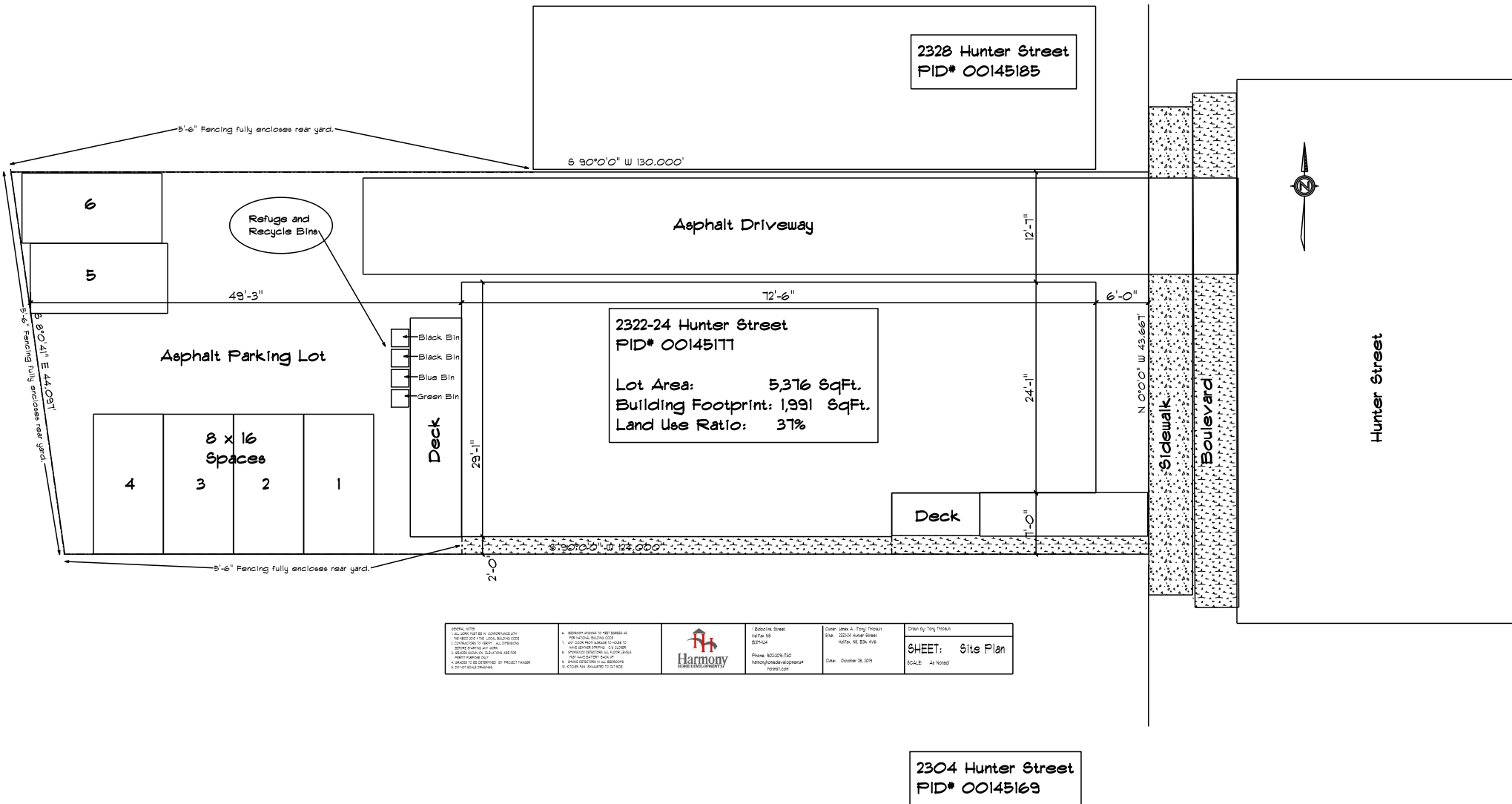
A Commissioner of the Supreme Court
of Nova Scotia

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 Sherryll Murphy, 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



<p>GENERAL NOTES</p> <ul style="list-style-type: none"> 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 	<ul style="list-style-type: none"> 6. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 7. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 8. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 	 <p>Harmony LANDSCAPE ARCHITECTS</p>	<p>2304 Hunter Street Harrisburg, PA 17104 Phone: 717-655-7100 harmonylandscape.com harmony.com</p>	<p>Owner: James A. Toney Projects 818 2324 Hunter Street Harrisburg, PA 17104</p>	<p>Drawn by: Tony Probst SHEET: Site Plan SCALE: As Noted</p>
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2304 Hunter Street
PID# 00145169

Schedule C East Elevation



<p>GENERAL NOTES</p> <ol style="list-style-type: none"> 1. ALL WORK MUST BE IN CONFORMANCE WITH THE NBCC 2010 & THE LOCAL BUILDING CODE 2. CONTRACTORS TO VERIFY ALL DIMENSIONS BEFORE STARTING ANY WORK 3. GRADES SHOWN ON ELEVATIONS ARE FOR PERMIT PURPOSE ONLY 4. GRADES TO BE DETERMINED BY PROJECT MANGER 5. DO NOT SCALE DRAWINGS. 	<ol style="list-style-type: none"> 6. BEDROOM WINDOWS TO MEET EGRESS AS PER NATIONAL BUILDING CODE 7. ANY DOOR FROM GARAGE TO HOUSE TO HAVE WEATHER STRIPING C/W CLOSER 8. SMOKE/CO2 DETECTORS ALL FLOOR LEVELS MUST HAVE BATTERY BACK UP 9. SMOKE DETECTORS IN ALL BEDROOMS 10. KITCHEN FAN EXHAUSTED TO OUT SIDE. 	 <p>Harmony HOME DEVELOPMENTS</p>	<p>1 Bobolink Street Halifax NS B3M-1W4</p> <p>Phone: 902-209-1730 harmonyhomedevlopments@ hotmail.com</p>	<p>Owner: James A. (Tony) Thibault Site: 2322-24 Hunter Street Halifax, NS, B3k 4Y6</p> <p>Date: June 16, 2020</p>	<p>Drawn by: Tony Thibault</p> <p>SHEET New East (Street) Elevation Plan# 2019-1 SCALE: As Noted</p>
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South Elevation



<p>GENERAL NOTES</p> <ol style="list-style-type: none"> 1. ALL WORK MUST BE IN CONFORMANCE WITH THE NBQC 2014 THE LOCAL BUILDING CODE 2. CONTRACTORS TO VERIFY ALL DIMENSIONS BEFORE STARTING ANY WORK 3. GRADES SHOWN ON ELEVATIONS ARE FOR PERMIT PURPOSE ONLY 4. GRADES TO BE DETERMINED BY PROJECT MANGER 5. DO NOT SCALE DRAWINGS. 	<ol style="list-style-type: none"> 6. BEDROOM WINDOWS TO MEET EGRESS AS PER NATIONAL BUILDING CODE 7. ANY DOOR FROM GARAGE TO HOUSE TO HAVE KEELER STRIPING ON CLOSER 8. SMOKE/CO DETECTORS ALL FLOOR LEVELS MUST HAVE BATTERY BACK UP 9. SMOKE DETECTORS IN ALL BEDROOMS 10. KITCHEN FAN EXHAUSTED TO OUT SIDE 	 <p>Harmony HOME DEVELOPMENT</p>	<p>1 Bobolink Street Halifax NS B3H-1W4</p> <p>Phone: 902-209-1130 harmonyhomedevelopment@ hotmail.com</p>	<p>Owner: James A. (Tony) Thibault Site: 232-24 Hunter Street Halifax, NS, B3K 4V6</p> <p>Date: June 16, 2020</p>	<p>Drawn by: Tony Thibault</p> <p>SHEET: New South Elevation Plan#: 2019-1 SCALE: As Noted</p>
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Existing North Elevation (No Change)



<p>GENERAL NOTES</p> <ol style="list-style-type: none"> 1. ALL WORK MUST BE IN CONFORMANCE WITH THE NBCC 2010 & THE LOCAL BUILDING CODE 2. CONTRACTORS TO VERIFY ALL DIMENSIONS BEFORE STARTING ANY WORK 3. GRADES SHOWN ON ELEVATIONS ARE FOR PERMIT PURPOSE ONLY 4. GRADES TO BE DETERMINED BY PROJECT MANGER 5. DO NOT SCALE DRAWINGS. 	<ol style="list-style-type: none"> 6. BEDROOM WINDOWS TO MEET EGRESS AS PER NATIONAL BUILDINGCODE 7. ANY DOOR FROM GARAGE TO HOUSE TO HAVE WEATHERSTRIPING CAJ CLOSER 8. SMOKE/CO DETECTORS ALL FLOOR LEVELS MUST HAVE BATTERY BACK UP 9. SMOKE DETECTORS IN ALL BEDROOMS 10. KITCHEN FAN EXHAUSTED TO OUT SIDE. 	 <p>Harmony HOME DEVELOPMENTS</p>	<p>1 Bobolink Street Halifax NS B3M-1J4</p> <p>Phone: 902-209-1130 harmonyhomedevlopments@ hotmail.com</p>	<p>Owner: James A. (Tony) Thibault Site: 2322-24 Hunter Street Halifax, NS, B3k 4V6</p> <p>Date: June 16, 2020</p>	<p>Drawn by: Tony Thibault</p> <p>SHEET North Elevation (No Change) Plan# 2019-1 SCALE: As Noted</p>
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Existing West Elevation (No Change)



<p>GENERAL NOTES</p> <ol style="list-style-type: none"> 1. ALL WORK MUST BE IN CONFORMANCE WITH THE NBCC 2010 & THE LOCAL BUILDING CODE 2. CONTRACTORS TO VERIFY ALL DIMENSIONS BEFORE STARTING ANY WORK 3. GRADES SHOWN ON ELEVATIONS ARE FOR PERMIT PURPOSE ONLY 4. GRADES TO BE DETERMINED BY PROJECT MANGER 5. DO NOT SCALE DRAWINGS. 	<ol style="list-style-type: none"> 6. BEDROOM WINDOWS TO MEET EGRESS AS PER NATIONAL BUILDING CODE 7. ANY DOOR FROM GARAGE TO HOUSE TO HAVE WEATHER STRIPING C/W CLOSER 8. SMOKE/CO2 DETECTORS ALL FLOOR LEVELS MUST HAVE BATTERY BACK UP 9. SMOKE DETECTORS IN ALL BEDROOMS 10. KITCHEN FAN EXHAUSTED TO OUT SIDE. 	 <p>Harmony HOME DEVELOPMENTS</p>	<p>1 Bobolink Street Halifax NS B3M-1W4</p> <p>Phone: 902-209-1130 harmonyhomedevlopments@ hotmail.com</p>	<p>Owner: James A. (Tony) Thibault Site: 2322-24 Hunter Street Halifax, NS, B3k 4V6</p> <p>Date: June 16, 2020</p>	<p>Drawn by: Tony Thibault</p> <p>SHEET West Elevation (No Change) Plan# 2019-1 SCALE: As Noted</p>
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Attachment B: Review of Relevant Halifax MPS Policies

Halifax MPS – Section XI Peninsula North Secondary Planning Strategy	
Policy	Staff Comment
<p>Policy 1.1 <i>To foster stable residential areas and to preserve the character of Peninsula North, the retention and rehabilitation of structurally sound housing units shall be encouraged.</i></p>	<p>The proposal adds two residential units by repurposing existing space. The residential use will be maintained and slightly expanded within the building, changing from 4 units containing 10 bedrooms in the current configuration, to 6 units containing 12 bedrooms.</p>
<p>Policy 1.1.1 <i>Where redevelopment is proposed for sites with structurally sound housing units, the retention and rehabilitation of such existing units and the integration of new structures with these shall be encouraged.</i></p>	<p>All other existing residential units in the building remain.</p>
<p>Policy 1.3 <i>In areas shown as medium-density residential on the Generalized Future Land Use Map of Section XI, residential development in the following forms shall be encouraged:</i></p> <ul style="list-style-type: none"> (i) <i>Single family dwellings;</i> (ii) <i>Duplex housing</i> (iii) <i>Semi-detached housing; and</i> (iv) <i>Buildings containing three or four units</i> 	<p>The proposal will add two units by reconfiguring existing floor area within the building. The proposed internal reconfiguration which creates the 6th residential unit represents a lower number of bedrooms, and equivalent level of density compared to a commercial conversion-only scenario.</p> <p>The proposal makes no significant change to site design or building massing. The proposed housing form is consistent with residential development forms in the existing neighborhood.</p> <p>The removal of the existing non-conforming commercial use and reconfiguration to a less-intensive non-conforming residential use creates a housing form that is consistent with residential development forms in the existing neighborhood while also being less intensive of a use. See Policy 3.14 below regarding intensity review.</p>

Halifax MPS – Section II: City-Wide Objectives and Policies	
Policy	Staff Comment

<p>Policy 2.1 <i>Residential development to accommodate future growth in the City should occur both on the Peninsula and on the Mainland and should be related to the adequacy of existing or presently budgeted services.</i></p>	<p>The proposal converts commercial space to residential space on the Peninsula without creating extra strain on services, as they were already in use for the existing floorspace.</p>
<p>Policy 2.1.1 <i>On the Peninsula, residential development should be encouraged through retention, rehabilitation and infill compatible with existing neighbourhoods; and the City shall develop the means to do this through the detailed area planning process.</i></p>	<p>Converting the commercial use to residential use and reconfiguration of internal residential floor space is a form of infill that is compatible with the residential nature of Hunter street.</p>
<p>Policy 2.2 <i>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.</i></p>	<p>The reconfiguration of commercial use to residential use creates a less intensive use that aligns more appropriately with the neighbourhood characteristics.</p> <p>Hunter Street is primarily residential, aside from the existing non-conforming commercial use at this property. The conversion of the commercial use to residential represents a decrease in land use intensity in terms of much lower trip generation rates by vehicles, decreased parking on site, and proposed exterior modifications to reflect residential use.</p> <p>Hunter Street contains a mix of housing types ranging from single-detached homes to low rise apartment buildings. The majority of lots are developed with heights of 2-3 storeys. The scale and massing of the existing building being maintained, and the use of the building to be exclusively residential, improves the consistency of the property with the character of its surroundings.</p> <p>One of the proposed residential units is created from a reconfiguration of an existing six-bedroom unit that has two kitchens, which does not meet the land use bylaw. The proposed internal reconfiguration which creates this residential unit represents a lower number of bedrooms, and equivalent level of density compared to a commercial conversion-only scenario, while also solving an existing land use bylaw non-compliance.</p> <p>The proposal achieves a less intensive use of the property, improves the availability of housing and variety of unit types available in both the building and the neighborhood, and brings the use of the building into consistency with the residential character of the neighborhood. This is achieved with no enlargement of the structure required.</p>

	<i>Policies 3.1 and 3.2 were repealed in 1990 and 2019, respectively, and are therefore not applicable.</i>
Policy 2.4 <i>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 neighbourhoods, and will seek to ensure that any change it can control will be compatible with these neighbourhoods.</i>	The application is located in a primarily residential neighbourhood which contains a variety of housing types. The commercial reconfiguration increases the building's consistency with existing land use patterns, and compatibility with the neighbourhood. The proposal maintains the external appearance and scale that has existed on the property for decades. The addition of two residential units through internal modifications improves the availability of housing and increases the variety of unit types available in both the building, and the neighborhood, with no enlargement of the structure required.
Policy 2.10 <i>For low and medium density residential uses, controls for landscaping, parking and driveways shall ensure that the front yard is primarily landscaped. The space devoted to a driveway and parking space shall be regulated to ensure that vehicles do not encroach on sidewalks.</i>	Landscaping, parking, and the driveway entrance are existing and are not proposed to change in this proposal. There is not currently landscaping in the front yard as the entire (very small) area consists of hard pavement for walkways entrances to the building. Parking and driveway space will be regulated in the DA. The potential for neighbourhood conflicts will be lower without the additional traffic generated by a commercial use on the property.
Policy 2.11 <i>For all residential uses the parking and storage of vehicles such as trailers, boats and mobile campers, shall be restricted to locations on the lot which create minimal visual impact from the street.</i>	Parking is proposed to remain at the rear of the property, where it is currently located and already screened by existing fencing and vegetation. Aside from the driveway itself, there are no parking or vehicle circulation areas visible from the street.

Halifax MPS – Implementation Policies	
Policy	Staff Comment
Policy 3.14 <i>Council may, by development agreement, permit a non-conforming use to be changed to another less intensive non-conforming use, or permit the structure in which such a use is located to be altered or expanded, provided that:</i> <i>a) the layout and design of the property shall be complementary to the fabric of the neighbourhood,</i>	See Policy 2.2 above for intensity review. a) Building exterior changes are minor, including the removal of limited number of windows/doors (changing the facade from commercial look with larger windows and glass door, to simpler, residential look with smaller windows) consistent with residential uses in the neighborhood. All

and this shall be achieved through attention to a variety of factors including, but not limited to, the following, on which Council shall specify conditions to be met in the development agreement:

- (i) architectural design;*
- (ii) the size, location, and landscaping of courts, open spaces, and yards;*
- (iii) location of primary and secondary entrances to the building; and*
- (iv) size, location, and design of fences.*

b) vehicular activity, particularly parking and loading, shall be controlled so as not adversely to affect the neighbourhood in terms of traffic flow and nuisance;

c) facilities for parking, loading, vehicular access, outdoor display, and outdoor storage shall be designed to avoid any adverse effects on adjacent properties and to ameliorate existing problems, through attention to factors including but not limited to:

- (i) location;*
- (ii) surface treatment;*
- (iii) storm drainage;*
- (iv) access from the street; and*
- (v) screening, buffering, and landscaping.*

d) except where specific benefits to the neighbourhood can be demonstrated, all additions to a building, all off-street parking and loading areas, and all outdoor display and storage areas shall be set back from the street line by the more restrictive of:

- (i) the minimum setback of the existing building; or*
- (ii) the mean setback of the buildings on the adjacent properties on either side; or*
- (iii) the minimum setback specified for the zone in which the use is located.*

e) except where specific benefits to the neighbourhood can be demonstrated, additions to the structures on the property shall not:

landscaping, fencing, and entrances are existing and not proposed to change. The DA will regulate this.

- b) parking is located in the rear yard, and DA provisions will be applied.
- c) Parking facilities exist in the rear yard. DA provision will be applied. There is no outdoor storage proposed.
- d) Parking and access will not be changed from its existing location. DA provision will be applied.
- e) There has been a recent addition to the building (approximately 12 square feet at the front to fill in doorway entrance- approved under building permit no.179471) which gives the building a more residential appearance that is consistent with policy 3.14(a) above. There was no change in lot coverage in result of the 12 sq/ft addition as the existing second floor overhangs the area being added.
- f) N/A
- g) Refuse containers are located in the rear yard, which is fully screened with opaque fencing. DA provisions will be applied for refuse containers.
- h) N/A
- i) N/A
- j) N/A
- k) N/A

- (i) further encroach upon the minimum side and rear yards stipulated for the zone in which the property is located; or*
- (ii) result in the total lot coverage or building height exceeding the maximum stipulated for the zone in which the property is located;*

f) any outdoor lighting or sign illumination shall be directed away from, or screened from, adjacent residential properties;

g) no bulk refuse containers shall be visible from the street or from the immediate neighbourhood;

h) no additional lot area shall be used for outdoor storage, and measures shall be taken to screen any outdoor storage areas from the street and immediate neighbourhood;

i) with regard to on-site advertising for commercial or industrial uses:

- (i) where the property is located in a residential zone, no additional advertising surface area or illuminated signage shall be added; and*
- (ii) in all other cases, such advertising shall not exceed the limits prescribed for the zone in which the property is located.*

j) in the case of commercial and industrial operations in residential zones, the following additional considerations shall also apply:

- (i) there shall be a demonstrable improvement to the neighbourhood;*
- (ii) existing conditions resulting in noise, dust, vibration, odour, and emissions shall be required to be ameliorated where these cause a nuisance or hazard; and*
- (iii) operating hours shall be restricted to prevent nuisance.*

k) No subdivision of the lot shall have occurred subsequent to the time of the adoption of this section.

Policy 4

When considering amendments to the Zoning By-laws and in addition to considering all relevant policies as set out in this Plan, the City shall have regard to the matters defined below.

Policy 4.1

The City shall ensure that the proposal would conform to this Plan and to all other City by-laws and regulations.

Staff are of the opinion that the proposal conforms with the intent of the HRM policies as outlined above.

Policy 4.2

The City shall review the proposal to determine that it is not premature or inappropriate by reason of:

- (i) the fiscal capacity of the City to absorb the costs relating to the development; and*
- (ii) the adequacy of all services provided by the City to serve the development.*

- (i) The proposal will not result in the City absorbing costs related to the development.
- (ii) The building currently has adequate services. No comments have indicated that adequate services are not available for the proposed use.