



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

**Item No. 14.1.1**  
**Halifax and West Community Council**  
**October 10, 2023**

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

**SUBMITTED BY:** - Original Signed -  
Jacqueline Hamilton, Executive Director of Planning and Development

**DATE:** August 18, 2023

**SUBJECT:** Case #2023-00545: Development Agreement for Boulderwood Road, Halifax

**ORIGIN**

Application by Stella and Billy Nikolaou.

**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 a single unit dwelling on a lot that does not abut a public street off Boulderwood Road, Halifax, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Stella & Vasilios Nikolaou have applied for a development agreement to enable development of a single unit dwelling on a lot that does not abut a public street. In accordance with Policy 2.12 of the Halifax Mainland South Secondary Planning Strategy, residential uses on lots that do not abut a publicly owned and maintained street may be considered through the development agreement process. The subject site is vacant and located on Boulderwood Road, an existing travelled way in Halifax.

<b>Subject Site</b>	PID 00519124
<b>Location</b>	Boulderwood Road, Halifax
<b>Regional Plan Designation</b>	Harbour
<b>Community Plan Designation (Map 1)</b>	Low Density Residential (LDR)
<b>Zoning (Map 2)</b>	Holding (H)
<b>Size of Site</b>	716.56 m (7,713 ft <sup>2</sup> )
<b>Street Frontage</b>	0 m (0 ft)
<b>Current Land Use(s)</b>	Vacant
<b>Surrounding Use(s)</b>	Single Unit Dwellings

### **Proposal Details and History**

The subject property, PID 00519124, was created in 1915 as part of the Boulderwood Subdivision. There were no subdivision controls in 1915. This proposal is to build a single unit dwelling on the subject site. The site will have a well and septic system installed to service the dwelling.

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

The subject property is within the Low Density Residential designation, and the Holding (H) zone which allows single unit dwellings. Section 5 of the Halifax Mainland Land Use Bylaw (LUB) requires that all lots abut a public street, and the zone requires a minimum of 50 feet of frontage on a public street. The lot does not meet the LUB requirements and so a permit for a single unit dwelling cannot be issued as-of-right. However, Section 71 (1) of the LUB enables Council's consideration of a development agreement for residential use on a lot that does not abut a publicly owned and maintained street. An application for development agreement can be considered in accordance with Policy 2.12 in the Halifax Mainland South Secondary Planning Strategy (SMPS).

## **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 letters mailed to property owners within the notification area. Five comments were received from neighbouring property owners. The public comments received include the following topics:

- Concern regarding the suitability of the septic system;
- Concern regarding the loss of biodiversity and noise/light pollution through the clearing of access easements;
- Concerns regarding the ability for fire services to access the site and fire risk of constructing buildings close together;
- Concerns regarding the compatibility of the dwelling (specifically the small size of the lot and the proposed siding); and
- Concerns regarding stormwater retention and management with the development of the site.

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 advertisement on the HRM webpage, property owners within the notification area shown on Map 3 will be notified of the hearing by regular mail.

The proposal could potentially impact the abutting residents to this property, given that the lot is currently vacant.

## **DISCUSSION**

Staff have reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the SMPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant SMPS 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 major aspects of the proposed development agreement are:

- Eliminates the frontage requirement to construct a single unit dwelling and accessory structures;
- Applies a maximum limit of 33% that may be dedicated to access and maneuvering by vehicle to the yard between the building and the travelled way from which the property gains access;
- Identifies extensions to the dates of commencement and completion as non-substantive amendments; and
- Stormwater management requirements.

The attached development agreement will permit a single unit dwelling and accessory uses, subject to 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.

### **Land Use Compatibility**

The proposed use is for a single unit dwelling which is the same use as the surrounding community. While subject property is notably smaller than other lots in the area, the proposed development does not differ from and is not more intense than the present neighbourhood development pattern as it is proposing the same use as surrounding properties with a building at a similar scale. The proposed development retains the existing residential pattern in the area. The lot meets the minimum size requirements for a single unit dwelling under the LUB. The proposed use is compatible with the existing neighbourhood; the existing residential character will remain.

### **Existing Travelled Way**

Boulderwood Road is a formal travelled way in the form of a common private driveway, serving multiple properties. Formal access easements in favour of PID 00519124 have existed since 1965. Boulderwood Road is also shown on the original 1915 subdivision plan. The use of Boulderwood Road to access the subject property is reasonable and a formal easement has existed for over 55 years.

### **Accessory Uses**

This development agreement will allow single unit dwellings and accessory uses, which include secondary and backyard suites, as well as home business uses as permitted in the Holding (H) zone of the LUB. All other adjacent existing homes or lots that abut onto a public street would be permitted to have these accessory uses as well.

### **Priorities Plans**

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. While these priority plans often contain policies which were originally intended to apply at a regional level and inform the development of Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site-by-site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they

would be applied to a specific geographic context. In this case, the proposed development does not conflict with any specific objectives, policies or actions of the priorities plans.

### **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 single unit dwelling is compatible with the surrounding neighbourhood, which consists of other single unit dwellings. Therefore, staff recommend that the Halifax and West Community Council approve the proposed development agreement.

### **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 proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2023-2024 operating budget for Planning and Development.

### **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(2) 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(2) of the *HRM Charter*.

### **ATTACHMENTS**

Map 1:	Generalized Future Land Use
Map 2:	Zoning
Map 3:	Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Alex Wilson, Planner II, Rural Policy & Applications, 902-719-9248


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**Map 1 - Generalized Future Land Use**

Lot C, Boulderwood Drive,  
Halifax

**HALIFAX**

 Subject Property

**Designation**

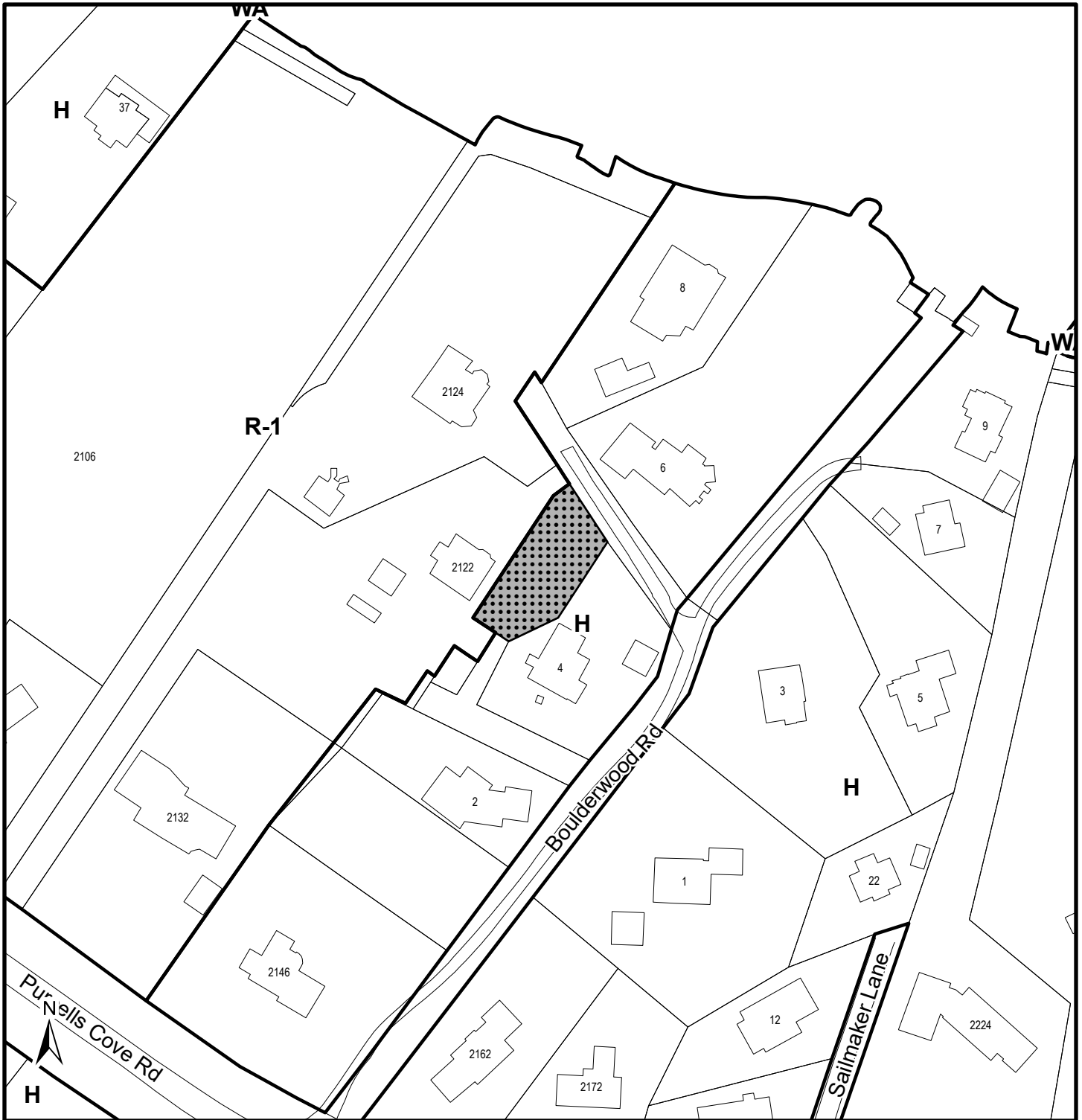
LDR Low Density Residential  
WA Water Access



Halifax  
By-Law Area  
Halifax Mainland South  
SMPS

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**

Lot C, Boulderwood Drive,  
Halifax

**HALIFAX**

 Subject Property

**Zone**

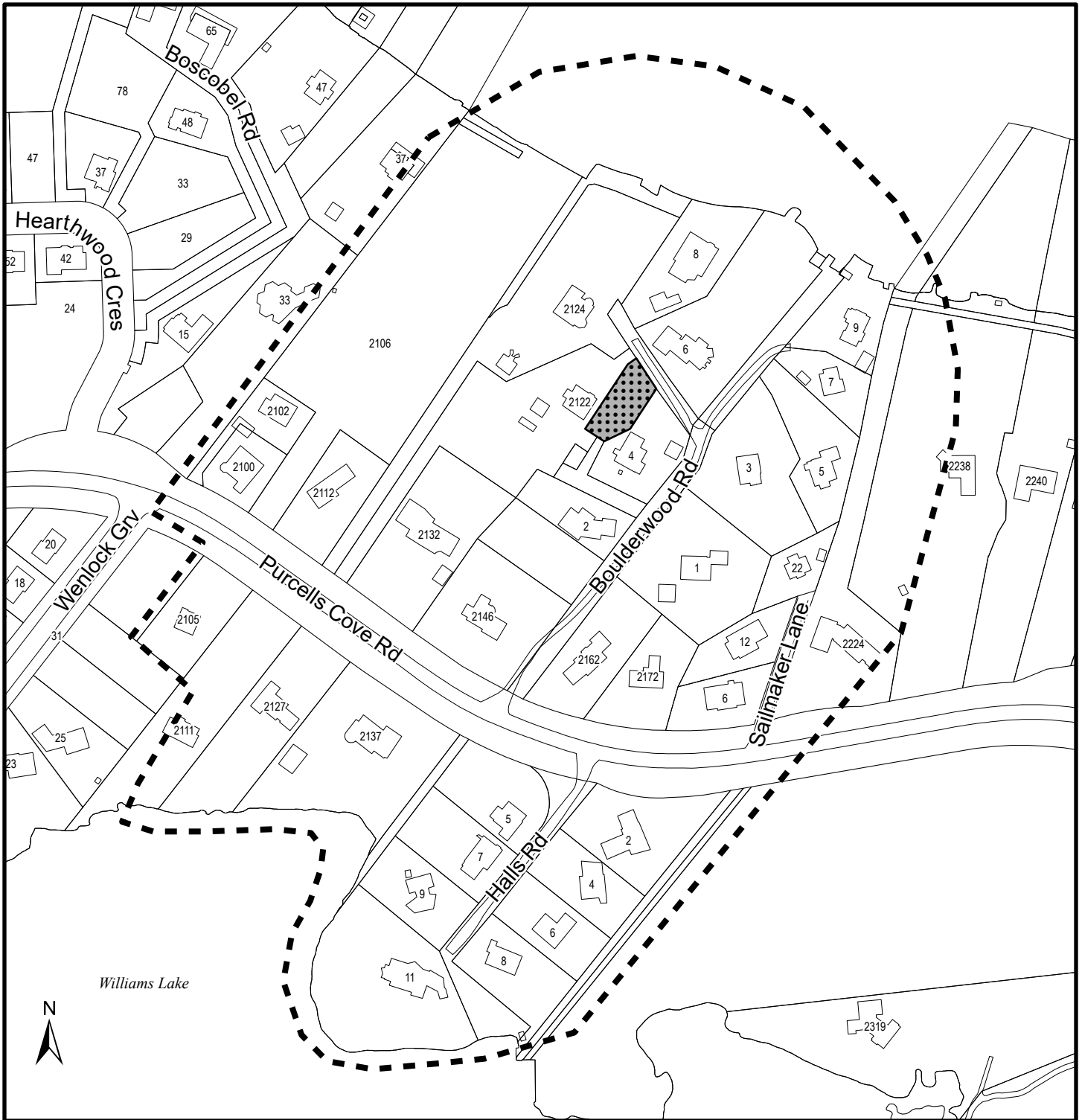
- WA Water Access
- H Holding
- R-1 Single Family Dwelling



Halifax  
By-Law Area  
Halifax Mainland South  
SMPS

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


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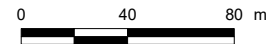


**Map 3 - Notification Area**

**HALIFAX**

Lot C, Boulderwood Drive,  
Halifax

 Subject Property



 Area of Notification  
Halifax  
By-Law Area  
Halifax Mainland South  
SMPS

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:

**STELLA NIKOLAOU AND VASILIOS NIKOLAOU**

individuals, 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 Boulderwood Road, Halifax, PID 00519124 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 single unit dwelling on the Lands which is a lot with no public road frontage pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 2.12 of the Halifax Mainland Municipal Planning Strategy and Section 71(1) of the Halifax Mainland Land Use By-law.

**AND WHEREAS** access to the Lands from Purcells Cove Road is by a private access easement over PIDs 41239773 and 41348145 (Boulderwood Road).

**AND WHEREAS** the Halifax and West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 2023-00545.

**THEREFORE**, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

- 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 Variance applications enabled under Section 250 of the *Halifax Regional Municipality Charter* shall be permitted.

### **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 2023-00545.

Schedule A      Legal Description of the Lands(s)

### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide a site plan to the Development Officer, unless otherwise permitted by the Development Officer, which demonstrates that the requirements for access of this Agreement are satisfied.
- 3.2.2 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 a Single Unit Dwelling and associated Accessory Uses.
- 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 Halifax Mainland Land Use Bylaw, as amended from time to time.

### **3.4 Building Siting**

- 3.4.1 The siting of the Single Unit Dwelling and Accessory Uses shall be in conformance with the Holding Zone (H Zone), as amended from time to time with the exception of the following:
- (a) The minimum required lot frontage shall be reduced to zero feet.

- (b) Section 5 of the Halifax Mainland Land Use By-law shall be waived.
- (c) The Single Unit Dwelling shall be a minimum of 2.4 metres (8 feet) from the lot line facing Boulderwood Road.
- (d) A maximum of 33 percent of the yard between the main building and the lot line facing Boulderwood Road shall be used for vehicular access, manoeuvring, and parking.

### **3.5 Maintenance**

- 3.5.1 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.
- 3.5.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

## **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 (if applicable) unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

### **4.2 Off-Site Disturbance**

- 4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

### **4.3 On-Site Sanitary System**

- 4.3.1 The Lands shall be serviced through privately owned and operated sewer systems. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Climate Change and any other relevant agency, a design for all private sewer systems. No Development Permit shall be issued prior to receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, construction of the on-site sewer system.

## **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) Have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

## **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 in a matter consistent with the *Halifax Regional Municipality Charter*:
  - (a) The granting of an extension to the date of commencement of construction as identified in Section 6.5 of this Agreement; and
  - (b) The granting of an extension to the length of time for the completion of the development as identified in Section 6.6 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*.

## **REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **6.3 Registration**

- 6.3.1 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.

### **6.4 Subsequent Owners**

- 6.4.1 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 the Chief Administrative Officer for the Municipality.
- 6.4.2 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).

### **6.5 Commencement of Development**

- 6.5.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.
- 6.5.2 For the purpose of this section, commencement of development shall mean issuance of a Building Permit.
- 6.5.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.1.

### **6.6 Completion of Development**

- 6.6.1 Upon the completion of the whole development, the Municipality 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.
- 6.6.2 For the purpose of this section, completion of development shall mean issuance of an occupancy permit.
- 6.6.3 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, the Municipality 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 have been completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Land Use By-law for (insert), as may be amended from time to time.
- 6.6.4 In the event that development on the Lands has not been completed within seven (7) 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.

## **6.7 Discharge of Agreement**

- 6.7.1 If the Developer fails to complete the development after seven (7) years from the date of execution of this Agreement, the Municipality 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:

**STELLA NIKOLAOU AND VASILIOS NIKOLAOU**

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
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.

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

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A Commissioner of the Supreme Court  
of Nova Scotia

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

**Halifax Municipal Planning Strategy**

**SECTION II – CITY WIDE OBJECTIVES AND POLICIES**

Part 2: Residential Environments

<b>Policy</b>	<b>Staff Comments</b>
<p><b>Policy 2.1</b>  <i>Residential development to accommodate future growth in the City should occur on the Mainland and should be related to the adequacy of existing or presently budgeted services</i></p>	<p><b>Satisfied</b> – The development is located in the Mainland South Secondary Plan Area. The proposed development can be serviced with on-site systems.</p>
<p><b>Policy 2.2</b>  <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><b>Not applicable</b> – While this lot is notably smaller than other lots in the area, the proposed development does not differ from and is not more intense than the present neighbourhood development pattern as it is proposing the same use as surrounding properties with a building at a similar scale. Policies 3.1 and 3.2 have been repealed.</p>
<p><b>Policy 2.4</b>  <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></p>	<p><b>Satisfied.</b>                      The proposed development retains the existing residential pattern in the area. The lot meets the minimum size requirements for a single unit dwelling under the LUB. The proposed use is compatible with the existing neighbourhood, the existing residential character will remain.</p>
<p><b>Policy 2.6</b>  <i>The development of vacant land, or of land no longer used for industrial or institutional purposes within existing residential neighbourhoods shall be at a scale and for uses compatible with these neighbourhoods, in accordance with this Plan and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.</i></p>	<p><b>Satisfied.</b>                      The proposed use is compatible with existing residential neighbourhood. As described in staff comments relating to policy 2.2, the scale of the proposed development is consistent with the existing character of the neighbourhood, and therefore, the intent of this policy is met. Policies 3.1 and 3.2 have been repealed.</p>
<p><b>Policy 2.7</b>  <i>The City should permit the redevelopment of portions of existing neighbourhoods only at a scale compatible with those neighbourhoods. The City should attempt to preclude massive redevelopment</i></p>	<p><b>Satisfied.</b>                      The proposed development is a single unit dwelling in a neighbourhood consisting of single unit dwellings. The new development will preserve the density of</p>

<p><i>of neighbourhood housing stock and dislocations of residents by encouraging infill housing and rehabilitation. The City should prevent large and socially unjustifiable neighbourhood dislocations and should ensure change processes that are manageable and acceptable to the residents. The intent of this policy, including the manageability and acceptability of change processes, shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.</i></p>	<p>the existing residential neighbourhood; therefore, the intent of this policy is met. Policies 3.1 and 3.2 have been repealed.</p>
<p><b>Policy 2.8</b>  <i>The City shall foster the provision of housing for people with different income levels in all neighbourhoods, in ways which are compatible with these neighbourhoods. In so doing, the City will pay particular attention to those groups which have special needs (for example, those groups which require subsidized housing, senior citizens, and the handicapped).</i></p>	<p><b>Satisfied.</b>  The proposal is for a single unit dwelling which would not be specifically provided to people with different income levels or needs. However, the development agreement allows either a secondary or backyard suite on the lot. This option is generally available to single unit dwellings in all zones in HRM.</p>
<p><b>Policy 2.10</b>  <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></p>	<p><b>Satisfied.</b>  As required in the land use by-law, at least 67% of front yard will be landscaped. Boulderwood Road does not have sidewalks.</p>
<p><b>Policy 2.12</b>  <i>Council may permit, by development agreement, new residential uses on lots which do not abut a city owned or maintained street. In considering such proposals, Council shall not approve such a development unless:</i></p>	
<p><i>(i) the proposed use is permitted by the zoning by-law;</i></p>	<p><b>Satisfied.</b>  (i) The proposed use is permitted in the underlying zone (H).</p>
<p><i>(ii) the lot was in existence prior to the adoption of this provision;</i></p>	<p><b>Satisfied.</b>  (ii) The lot has existed since 1915, which is prior to the adoption of policy 2.12 (1978).</p>
<p><i>(iii) the lot can be adequately serviced by municipal water or sewer or, where permitted by the by-law, an acceptable well and septic system;</i></p>	<p><b>Satisfied.</b>  (iii) Development of the site is required to meet all requirements from NS Environment and Climate Change for on-site sewage and water services. A qualified person must confirm that the on-site services will be adequate for the size of dwelling proposed at the permitting stage.</p>

<p><i>(iv) the development complies with all other requirements of the by-law with the exception that Council may consider modification to the frontage, area, setback and coverage requirements in accordance with the policies of the plan;</i></p>	<p><b>Satisfied.</b>          (iv) All other requirements of the by-law can be met with the proposed development. The only requirement that must be modified through this development agreement is the road frontage and public street abutment requirements.</p>
<p><i>(v) the lot abuts an existing recognized travelled way and that the said travelled way provides reasonable passage of motor vehicles, especially emergency apparatus and police protection;</i></p>	<p><b>Satisfied.</b>          (v) The travelled way (Boulderwood Road) has existed since at least 1938. The travelled way has since been expanded and repaired and can adequately serve emergency vehicles. This property has abutted the travelled way since it was created.</p>
<p><i>(vi) the location and setback of the proposed dwelling does not adversely affect adjacent uses or watercourses, including the North West Arm.</i></p>	<p><b>Satisfied.</b>          (vi) The development does not affect the North West Arm, and there are no adjacent watercourses. The only adjacent uses are other low-density residential uses or vacant lots, which are compatible with the proposed use.</p>

**Part 9: Transportation**

<p><b>Policy 9.4</b>  <i>The transportation system within residential neighbourhoods should favour pedestrian movement and discourage vehicular through traffic in both new and existing neighbourhoods. A pedestrian system that utilizes neighbourhood streets and paths to link the residents with the commercial and school functions serving the area will be encouraged.</i></p>	<p><b>Satisfied.</b>          No new access points are being created as a result of this planning application. The density is proposed to increase by one dwelling unit, so the impact on the existing driveways, private roads, and access to Purcell's Cove Road, is deemed to be minimal. Vehicular traffic will be minimal as a result of this proposal. Therefore, the intent of this policy is met.</p>
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**IMPLEMENTATION**

<p><b>Policy 3.1.1</b>  <i>The City shall review all applications to amend the zoning by-laws or the zoning map in such areas for conformity with the policies of this Plan with particular regard in residential areas to Section II, Policy 2.4.</i></p>	<p><b>Satisfied.</b>          The application of this policy is consistent with Policy 2.4 (see 2.4 above).</p>
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5.3.4 Halifax Harbour Designation

**Policy EC-14**

*When considering an amendment to secondary planning strategies, land use by-laws or development agreements to permit new residential development in proximity to harbour related industrial uses, consideration shall be given to the potential for nuisances and compatibility issues and the importance to HRM in protecting the viability of the marine related industrial uses*

**Satisfied.**

The subject site is in the Harbour Designation of the Regional Plan. However, the proposed development of a single unit dwelling on a lot without road frontage will have minimal impact on any harbour-related industrial uses. The impact would be similar to that of the existing residential development in the area. There is no marine related industrial use adjacent to the subject site, therefore the potential for nuisances or compatibility issues is negligible.

**CHAPTER 9: GOVERNANCE AND IMPLEMENTATION**

9.6.A Priorities Plans

**Policy G-14A**

*In considering development agreements or amendments to development agreements, or any proposed amendments to the Regional Plan, secondary planning strategies, or land use by-laws, in addition to the policies of this Plan, HRM shall consider the objectives, policies and actions of the priorities plans approved by Regional Council since 2014, including:*

- (a) The Integrated Mobility Plan;*
- (b) Halifax Green Network Plan;*
- (c) HalifACT;*
- (d) Halifax's Inclusive Economic Strategy 2022-2027; and*
- (e) any other priority plan approved by Regional Council while this policy is in effect.*

**Satisfied.**

(b) Halifax Green Network Plan: the subject site is not within any essential wildlife corridors or areas of high environmental value on Map 5: Green Network Ecology. The objectives, policies, and actions in the other Priorities Plans outlined in policy G-14A will otherwise not be affected by this proposal.