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Item No. 14.1.1
Halifax and West Community Council
November 25, 2024

TO: Chair and Members of Halifax and West Community Council

FROM: Jacqueline Hamilton, Executive Director of Planning and Development

DATE: October 2, 2024

SUBJECT: **PLANAPP 2023-01535: Development Agreement for 918 South Bland St, Halifax**

ORIGIN

Application by property owner.

EXECUTIVE SUMMARY

The property owner of 918 South Bland Street, Halifax has applied for a development agreement to permit an addition to an existing single-unit dwelling. This type of development typically does not require a development agreement, however, the property is within the Halifax Grain Elevator Special Area of the Regional Centre Land Use Bylaw, which applies additional requirements due to potential public safety risks associated with grain elevator operations. The proposed development agreement primarily permits an addition to the existing dwelling in accordance with the requirements of the underlying ER-3 (Established Residential 3) zone and contains site-specific requirements which reflect recommendations set out within the Halifax Grain Elevator Land Use Risk Assessment Study. While there are no specific financial implications, there are considerations relative to potential public safety risks associated with this application, which are addressed in this report.

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 construct an addition to a dwelling within the Halifax Grain Elevator Special Area at 918 South Bland 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 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

The property owner wishes to construct an addition to the rear of an existing single unit dwelling at 918 South Bland Street in Halifax.

Subject Site	918 South Bland St, Halifax
Location	South End Halifax, South of Inglis Street
Regional Plan Designation	Urban Settlement (UR)
Community Plan Designation (Map 1)	ER (Established Residential), Regional Centre Secondary Municipal Planning Strategy
Zoning (Map 2)	ER-3 (Established Residential 3), Regional Centre Land Use By-law
Size of Site	342 sq. metres (3680 sq. ft.)
Street Frontage	10 metres (33 ft.)
Current Land Use(s)	Single Unit Dwelling
Surrounding Use(s)	Predominantly residential use of various densities, mainly low density.

Proposal Details

The proposal is to construct an addition to the rear of an existing dwelling for the purpose of expanding the residential living space. Drawings of the proposed addition are within Attachment C. The major aspects of the proposal are as follows:

- A two-storey addition, seven meters (23 feet) wide by 3.6 meters (12 feet) deep to the rear of the existing building; and
- The addition will match the design of the existing home.

Enabling Policy and LUB Context

Regional Centre Secondary Planning Strategy (SMPS) identified a need to understand and manage potential public safety risks associated with the Halifax Grain Elevator when considering future land development in the area. Given the quantity and nature of the materials handled and stored, grain elevators pose a potential dust explosion hazard. A Land Use Risk Assessment Study (the Study) was commissioned by the Municipality in partnership with the Halifax Port Authority. Information from the Study will help inform future land use plans and by-laws.

Policy ED-5 of the [Regional Centre Secondary Municipal Planning Strategy](#) (SMPS) directed that a study be carried out to assess public safety risks associated with the Halifax Grain Elevator. Since the adoption of the SMPS, the [Halifax Grain Elevator Land Use Risk Assessment Study](#) has been completed. Policy ED-6 of the SMPS requires that new or expanded residential uses be permitted only by development agreement to ensure that potential safety risks associated with the grain elevator use are considered, in the context of the findings of the Study. Due to the quantity and nature of the materials handled the grain elevators pose a potential dust explosion hazard.

The subject site is located within the Halifax Grain Elevator Special Area of the Regional Centre Plan Area (Schedule 3F) which applies special considerations and, in this instance, requires the negotiation of a development agreement. The Halifax Grain Elevator Special Area contains both residential and commercial uses, but also includes the grain elevators which is an industrial land use (Map 1). The underlying ER-3 (Established Residential 3) zone typically permits residential uses up to 8 units dependent on lot size, however, Table 1B and Section 497 of the Regional Centre Land Use By-law (LUB) specifies that these uses shall only be permitted by development agreement.

Amendments to the Regional Centre SMPS

Current Policy ED-6, which enables this application, is intended to act as an interim measure to manage development near the grain elevators while the recommendations of the risk assessment are being

implemented. Planning & Development staff are actively working on amendments to the Regional Centre Secondary Municipal Planning Strategy and Land Use By-law to integrate the Halifax Grain Elevator Land Use Risk Assessment Study recommendations into the LUB ([PLANAPP-2023-01495](#)). This application integrates the findings of the Halifax Grain Elevator Land Use Risk Assessment Study into the proposed development agreement and is aligned with the proposed development standards intended to be applied through future amendment to the LUB.

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 proposed development agreement addresses the following matters:

- Permitted land use is limited to a single-unit dwelling with a rear addition;
- The rear addition shall be subject to requirements of the land use by-law, including setbacks and maximum height;
- No façade projections or other similar protruding features are permitted facing the grain elevator;
- No windows, doors and other openings are permitted facing the grain elevator except where required by building code or another act of the Legislature; and
- Non-substantive amendments to the development agreement include extensions to the date of commencement and length of completion of the development.

The attached development agreement will permit an addition to the existing single unit dwelling, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the SMPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Results of Risk Assessment Study

Policy ED-6(a) requires the results of a risk assessment study completed by the Municipality to be considered. The study has been completed, providing a quantitative risk assessment based on a worst-case dust explosion event for the facility, as well as land use planning recommendations to reduce risk to the public through separation of incompatible uses. Results of the study include mapping of risk zones based acceptable risk guidelines set by the Major Industrial Accidents Council of Canada (MIACC). Risk mapping shows that the subject property is outside of the area in which risk is considered unacceptable for low-density residential use and therefore the existing single unit dwelling use remains permissible.

The study notes that the risk assessment was conducted on the basis of individual fatality risk and that properties within 100 metres of the grain elevator facility have the potential to be subject to other risks such as property damage or projectiles. To address this, the study provides built form guidelines which seek to further reduce risk, including:

- New buildings and additions/alterations to existing buildings should minimize openings (e.g. windows, doors, etc.) facing the grain elevator;
- Require primary facades of buildings to be oriented away from the grain elevator;
- Orient the inside corner of L-shaped buildings away from the grain elevator;
- Prohibit building projections or overhangs facing the grain elevator; and
- Consider design guidelines which encourage the use of blast and fire-resistant external cladding materials and windows.

It is noted that regulation of construction methods for new buildings or alterations to existing buildings is outside the jurisdiction of the Municipality, therefore the proposed development agreement may not contain terms with respect to blast and fire-resistant construction methodologies. However, the property owner is

aware of these recommendations. The development agreement does prohibit any projections, awnings, overhangs, shade sails, solar screens, balconies, railings, and similar protruding features on the south or east-facing façade except for doors and other openings required by building code or another act of the Legislature.

Consistency with Applied Zone

Policy ED-6(b) requires the proposed development be consistent with the maximum building height and all other applicable LUB requirements of the underlying zone. To ensure this policy consideration is met, the proposed development agreement requires that the proposed addition meet the ER-3 zone requirements along with site-specific requirements contained within the agreement. The proposal has been determined to meet the built form and siting requirements of the ER-3 zone, including maximum height and minimum yard setbacks, with the exception that the addition would exceed the maximum lot coverage requirement of 40%. Staff identified the coverage exceedance to the applicant and ensured they were aware that they would be required to revise final plans to reduce total lot coverage or obtain variance approval before a building permit could be issued. The proposed agreement is permissive of adjustment to the specifics of the addition and therefore allows for design revision at the time of permitting.

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 SMPS 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. No conflicts between SMPS policy and priority plan policy have been identified.

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 SMPS. 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 2024-2025 operating budget for Planning and Development.

RISK CONSIDERATION

There is an element of risk associated with this application. Policy directs that this proposal be considered by Halifax and West Community Council through the discretionary planning process as there is an identified need to mitigate risk to property and the public around the grain elevator. The Discussion section of this report outlines staff's consideration of the findings of the Halifax Grain Elevator Land Use Risk Assessment Study and how the study's recommendations were employed to reduce risk associated with the expansion of the home located at 918 South Bland Street.

This application may be considered under existing SMPS policies. Community Council has the discretion to make decisions that are consistent with the SMPS, 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 is contained within the Discussion section of this report.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and the Public Participation Administrative Order (2023-002-ADM). 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 (Map 2). A total of 65 letters were mailed to property owners and tenants within the notification area, and the HRM Planning Applications website received a total of 167 unique pageviews over the course of the application, with an average time on page of 19 seconds. Staff received 1 response from the public, who advised that they are in support of the request.

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 2 will be notified of the hearing by regular mail.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

LEGISLATIVE AUTHORITY

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

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 SMPS. 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 MPS Policies
Attachment C:	Applicant Drawings



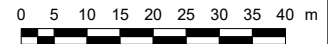
Map 1 - Generalized Future Land Use

918 SOUTH BLAND ST,
HALIFAX



-  Subject Property
-  Schedule 3F (RCLUB)

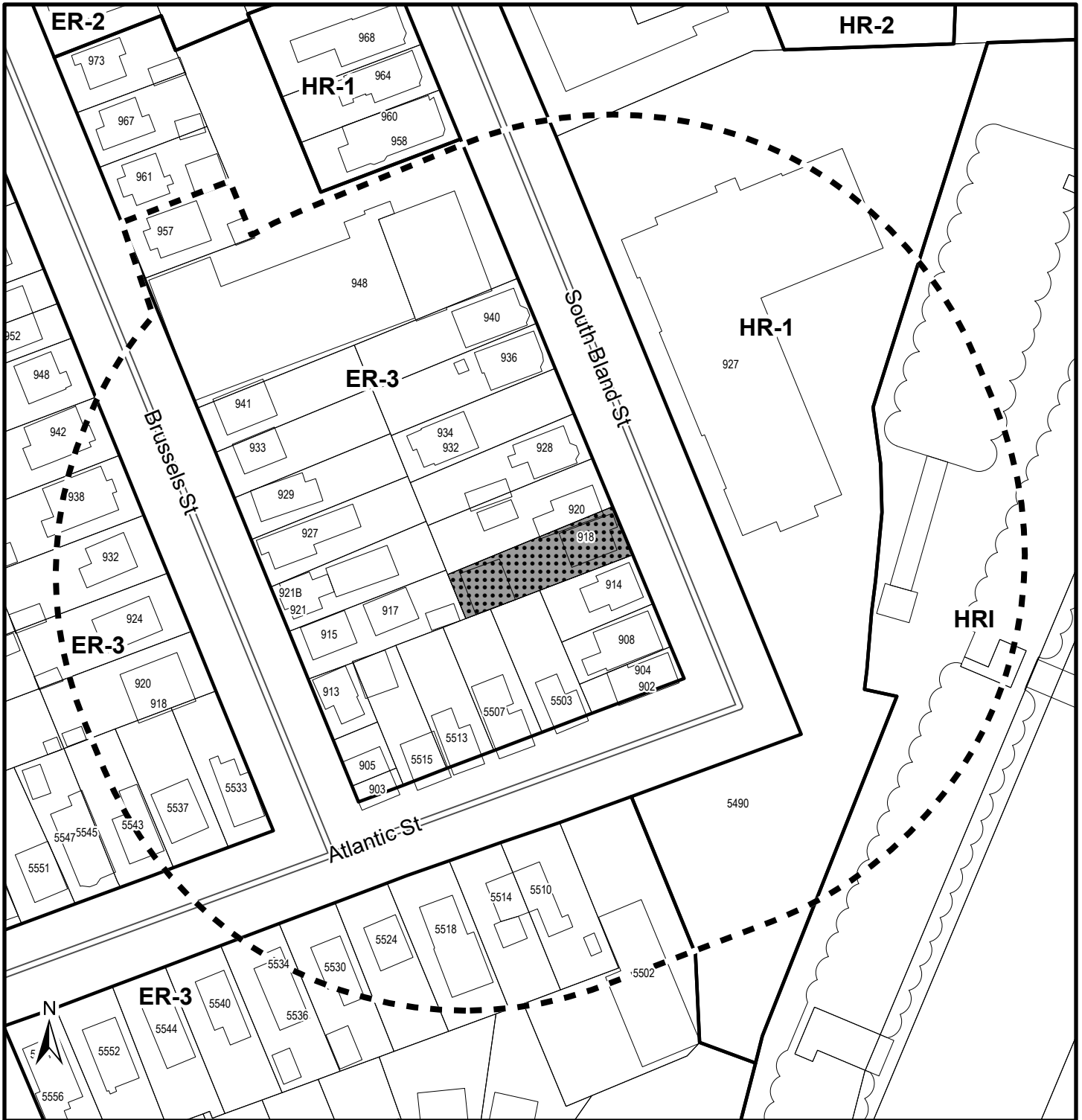
- Designation**
- ER Established Residential
 - HR High Residential
 - IDE Industrial Employment
 - HGE Halifax Grain Elevator Special Area



Regional Centre
Plan Area

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



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



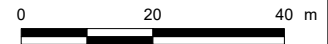
Map 2 - Zoning and Notification Area

918 SOUTH BLAND ST,
HALIFAX



-  Subject Property
-  Area of Notification

- Zone**
- ER-2 Established Residential 2
 - ER-3 Established Residential 3
 - HR-1 Higher-Order Residential 1
 - HR-2 Higher-Order Residential 2
 - HRI Harbour-Related Industrial



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.

Regional Centre
Land Use By-Law Area

Attachment A: Proposed Development Agreement

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

BETWEEN:

[Insert Individual's name]

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 918 South Bland 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 an addition to a dwelling in the Halifax Grain Elevator Special Area on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy ED-6 of the Regional Centre Secondary Municipal Planning Strategy and Section 497(1) of the Regional Centre Land Use By-law;

AND WHEREAS the Halifax and West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as PLANAPP-2023-01535;

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 Bylaw shall 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 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, confirms with the text of this Agreement and the following Schedules to this Agreement files in the Halifax Regional Municipality as PLANAPP 2023-01535:

Schedule A Legal Description of the Land(s)

3.2 General Description of Land Use

- 3.2.1 The use of the Lands permitted by this Agreement includes:
- (a) an existing single-unit dwelling including the ability to construct a new rear addition; and
 - (b) uses accessory to the foregoing.

3.3 Development Provisions

- 3.3.1 The rear addition to the existing single-unit dwelling shall comply with the requirements set out in the applicable land use bylaw, with the following exceptions:
- (a) For any south or east-facing facade any projections, awnings, overhangs, shade sails, solar screens, balconies, railings, and similar protruding features are prohibited.
 - (b) For any south or east-facing exterior wall, windows, doors and other openings are prohibited.
 - (c) Notwithstanding subclause 3.3.1 (b), windows, door, and other openings shall be permitted when required by building code or another act of the Legislature.
- 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 which are in conformance with the provisions of the applicable land use by-law and which do not contravene section 3.3.1 of this Agreement.
- 3.3.3 Accessory buildings shall comply with the requirements set out in the applicable land use bylaw.

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: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

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

5.2 Archaeological Monitoring and Protection

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

5.3 Sulphide Bearing Materials

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

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 7.3.1 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 7.4.3 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer for the Municipality.

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within four (4) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean issuance of a Building Permit.

7.3.3 For the purpose of this section, the Municipality may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 of the Municipality receives a written request from the Developer.

7.4 Completion of Development

7.4.1 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;
- (c) discharge this Agreement; or
- (d) discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By law, as may be amended from time to time.

7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit or Certificate of Completion, whichever is applicable.

7.4.3 In the event that development on the Lands has not been completed within eight (8) 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.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after eight (8) 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 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

8.2.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

8.2 Failure to Comply

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 60 days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
 - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
 - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
 - (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Print Name: _____

Date Signed: _____

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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

Date signed: _____

Witness

Per: _____
MUNICIPAL CLERK

Date signed: _____

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 Iain MacLean, 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

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

Regional Centre Secondary Municipal Planning Strategy	
PART 6: ECONOMIC DEVELOPMENT <u>6.3 Halifax Grain Elevator</u>	
Policy	Staff Comments
<p>Policy ED-6 <i>The Land Use By-law shall establish the Halifax Grain Elevator (HGE) Special Area on lands surrounding the Halifax Grain Elevator where new or expanded residential uses, which would otherwise be permitted by underlying zoning, shall only be permitted by development agreement to ensure that potential public safety risks are considered. In considering development agreement proposals, Council shall consider the following:</i></p>	
<p><i>a) the results of a risk assessment study completed by the Municipality and the Halifax Port Authority, as outlined in Policy ED-5, or a similar study completed by the proponent;</i></p>	<p>The completed Halifax Grain Elevator Land Use Risk Assessment Study has been reviewed by Staff. In summary, this property is not within the area in which individual risk is deemed too high for low-density residential use to be occupied (Figure VI of the Study), however, it is noted that risk of injury and property damage still occurs outside of the high-risk buffer. Section 10.2.2 (Risk Mitigation Build Form Guidelines) of the study was implemented in the proposed development agreement by requiring that no new projections or similar protruding features are constructed facing the Halifax Grain Elevator, as well as no new windows door or other openings except where required by building code or another act of the legislature in order to reduce risk.</p>
<p><i>b) the proposed development is consistent with:</i></p> <ul style="list-style-type: none"> <i>(i) the maximum building height requirements contained in the Land Use By-law,</i> <i>(ii) the incentive or bonus zoning requirements of the underlying zone; and</i> <i>(iii) all other applicable Land Use By-law requirements for the underlying zone, unless otherwise required to be adjusted to mitigate public safety risks; and</i> 	<ul style="list-style-type: none"> <i>(i) The proposed building addition does not exceed the maximum building height for the ER-3 zone.</i> <i>(ii) Incentive or bonus zoning does not apply to the E-3 zone (as outlined in 472(1) of the land use bylaw).</i> <i>(iii) All requirements of the ER-3 zone have been met. Standard applications for variance are enabled, subject to the process for variance requests.</i>

<p><i>c) the general development agreement criteria set out in Policy IM-7 in Part 9 of this Plan.</i></p>	<p>See below for Policy analysis of IM-7.</p>
<p>PART 9: IMPLEMENTATION <u>9.5 Discretionary Approvals</u></p>	
<p>Policy IM-7 <i>In considering proposals to amend the Land Use By-law, amend the zoning boundaries, or enter into development agreements, Council shall consider that:</i></p>	
<p><i>a) the proposal is consistent with the Vision, Core Concepts, Urban Design Goals, and all applicable objectives and policies set out in the Regional Plan and this Plan;</i></p>	<p>The Regional Centre SMPS includes core concepts of complete communities, Human Scale Design and Strategic Growth. This proposal meets all three of those concepts as it allows existing residential uses to continue, without affecting the scale of the neighbourhood and will not affect existing pedestrian travel in the neighbourhood. This proposal is consistency with the intent of the Regional Center SMPS.</p>
<p><i>b) the proposal is appropriate and not premature by reason of:</i></p>	
<p>(i) <i>the financial capacity of the Municipality to absorb any costs relating to the development,</i></p>	<p>No cost predicted.</p>
<p>(ii) <i>the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems,</i></p>	<p>No adequacy issues identified.</p>
<p>(iii) <i>the proximity of the proposed development to schools, parks, and community facilities, and the capability of these services to absorb any additional demands,</i></p>	<p>The Agreement allows for the expansion of an existing single unit dwelling. Therefore, no additional demand is anticipated.</p>
<p>(iv) <i>the adequacy of transportation infrastructure for pedestrians, cyclists, public transit and vehicles for travel to and within the development, and</i></p>	<p>The site is well served by public and active transportation options.</p>
<p>(v) <i>the impact on registered heritage buildings, heritage streetscapes, and heritage conservation districts;</i></p>	<p>This is not a registered heritage property and there are no known heritage assets in the immediate vicinity.</p>
<p><i>c) the subject lands are suitable for development in terms of the steepness of grades, soil and</i></p>	<p>No site suitability concerns.</p>

<i>geological conditions, locations of watercourses, wetlands, and susceptibility to flooding;</i>	
<i>d) that development regulations in the proposed rezoning or development agreement will adequately mitigate potential conflict between the proposed development and nearby land uses, by reason of:</i>	
<i>(i) type of use(s),</i>	The use is not proposed to change and is compatible with the adjacent residential area. Site-specific requirements reflective of the recommendations of the Halifax Grain Elevator Land Use Risk Assessment Study are employed to mitigate potential conflict with the grain elevator operation.
<i>(ii) built form of the proposed building(s),</i>	The built form is consistent with the underlying ER-3 zone.
<i>(iii) impacts on adjacent uses, including compatibility with adjacent residential neighbourhoods, parks, community facilities, and railway operations,</i>	The development agreement process is used in this case in order to apply additional requirements to align with the findings of the Halifax Grain Elevator Land Use Risk Assessment Study. The use and built form are consistent with the underlying ER-3 zoning and therefore will not impose impacts larger than those possible through the as-of-right (per zoning) process.
<i>(iv) traffic generation, safe access to and egress from the site, and parking,</i>	No traffic or access concerns. Parking to be consistent with land use bylaw requirements.
<i>(v) open storage and signage, and</i>	No open storage or signage concerns.
<i>(vi) impacts of lighting, noise, fumes and other emissions.</i>	Low-density residential use – no concerns.

Attachment C: Application Drawings

GENERAL NOTES:

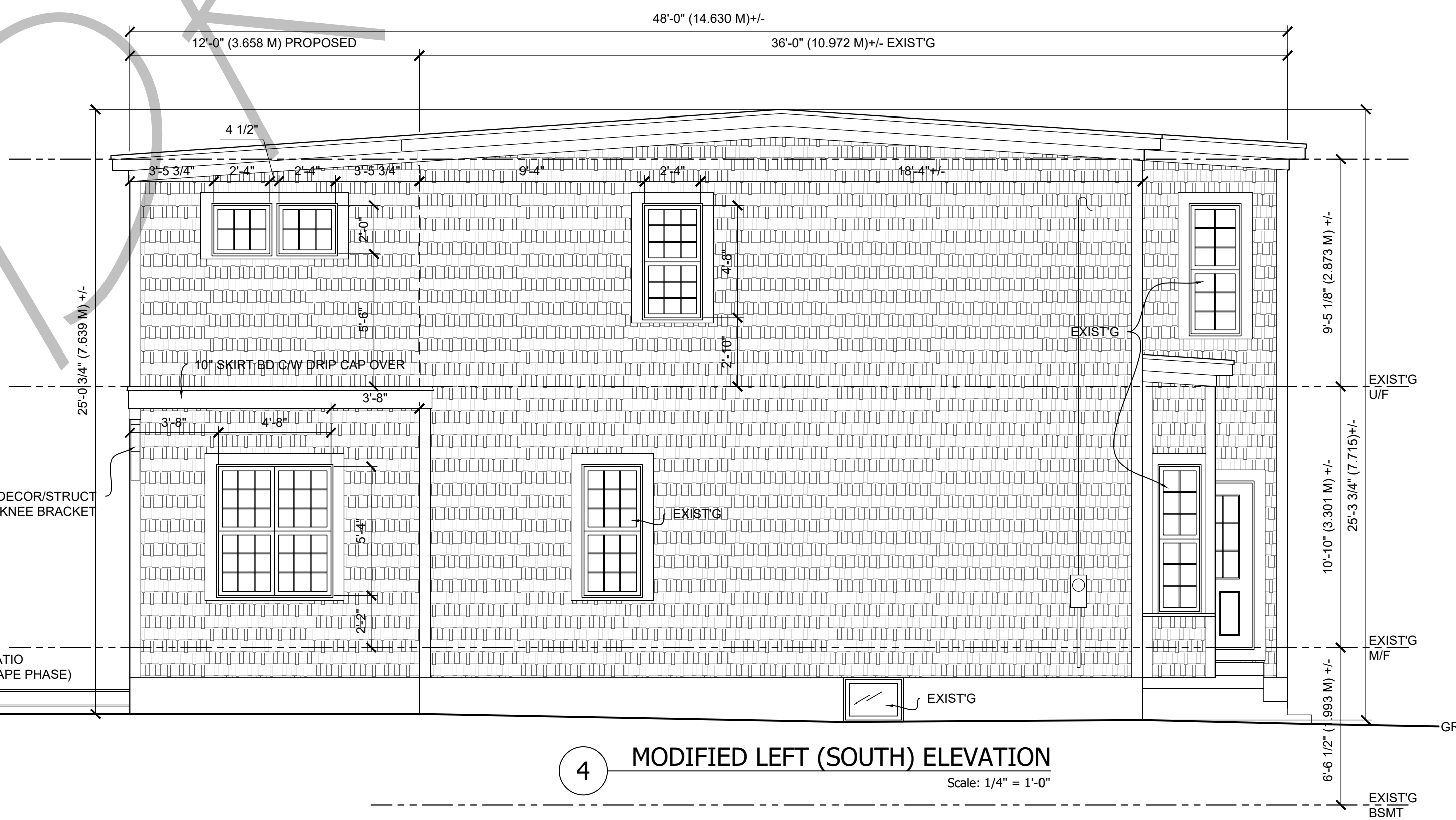
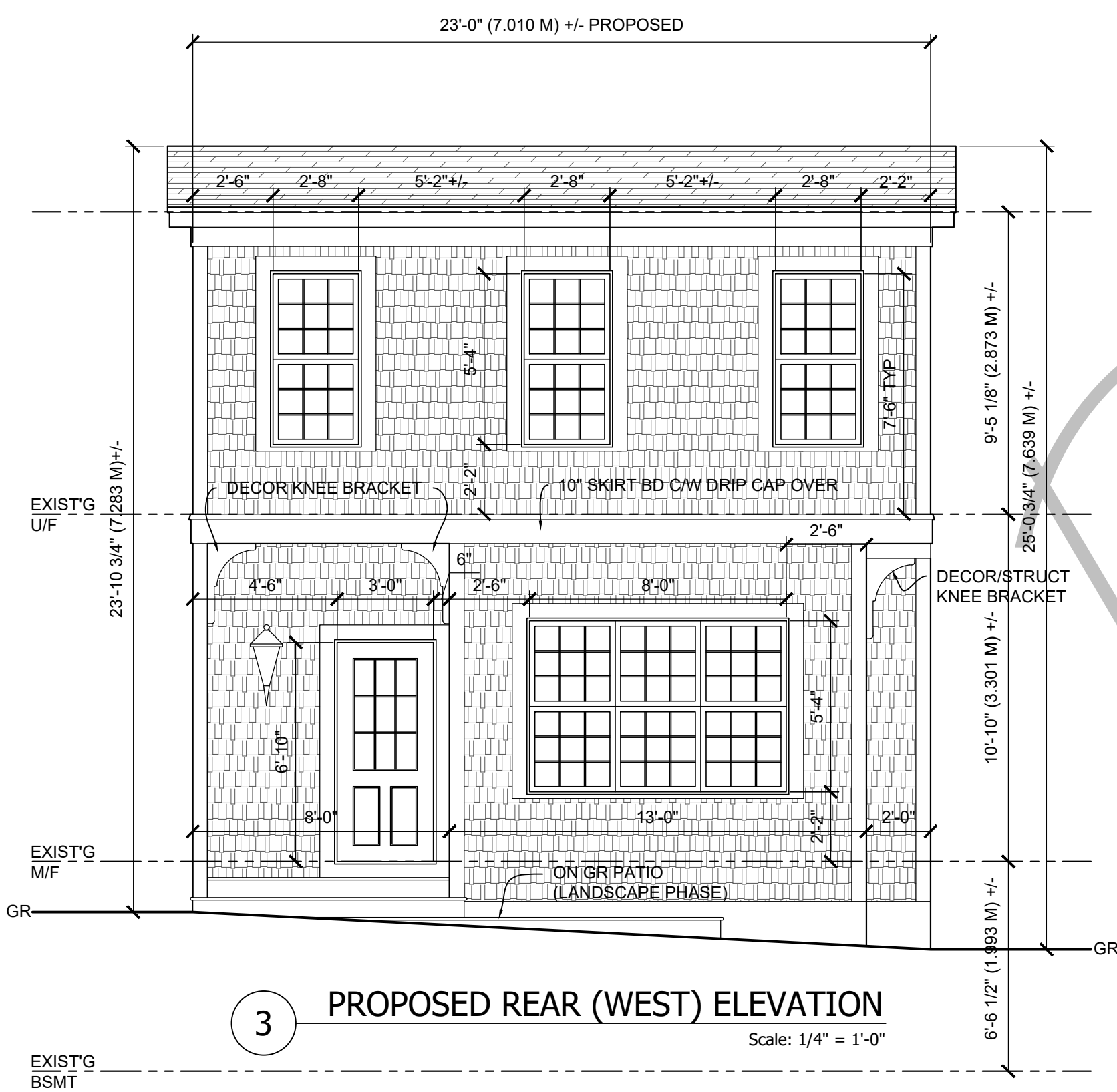
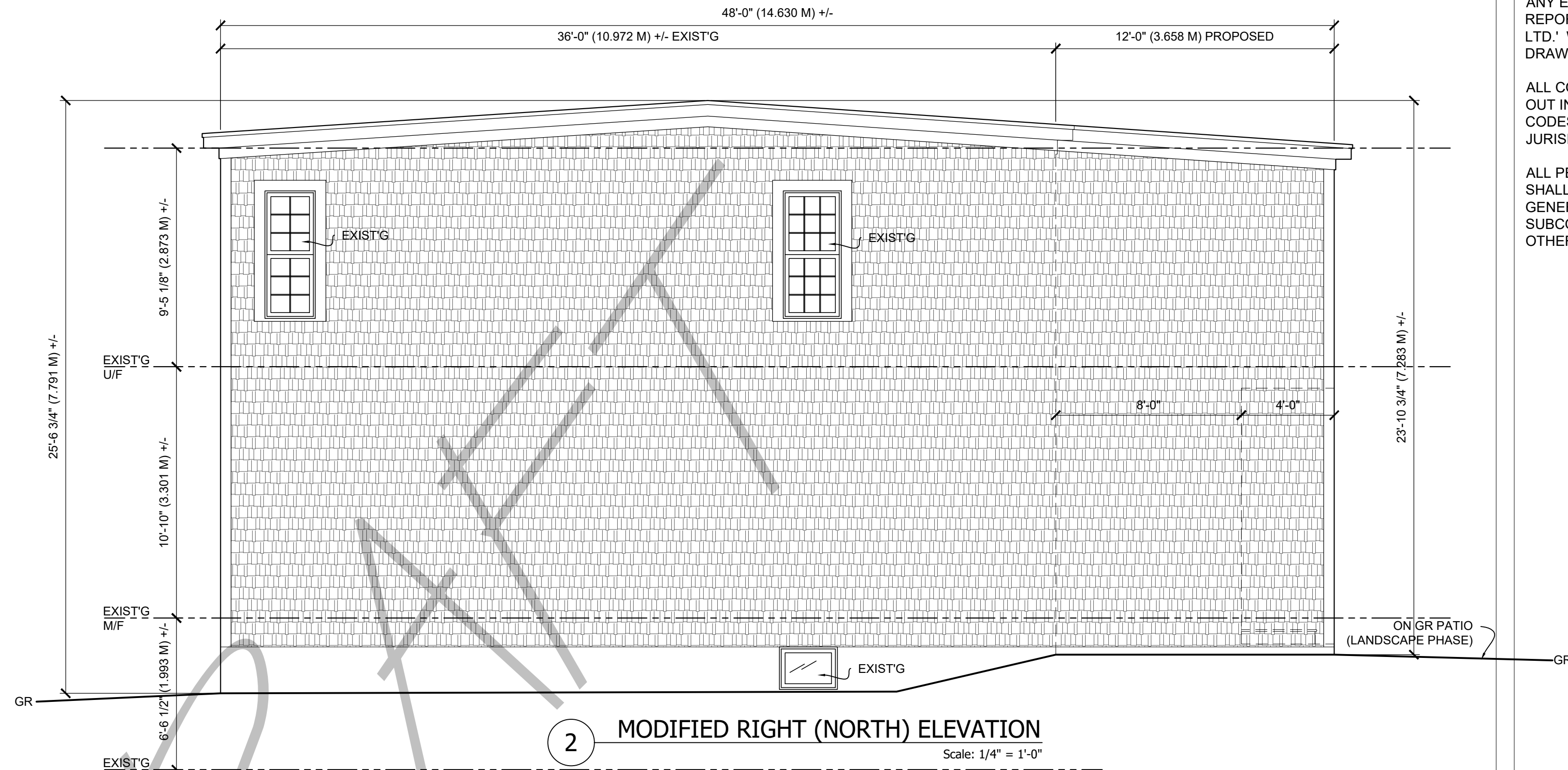
ALL DRAWINGS REMAIN THE PROPERTY OF 'ATLANTIC HOME DESIGNS LIMITED'.

DO NOT SCALE DRAWINGS.

ALL NOTES AND DIMENSIONS ARE TO BE CHECKED & VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO CONSTRUCTION. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO 'ATLANTIC HOME DESIGNS LTD.' WHO WILL REVISE AND ISSUE NEW DRAWINGS PRIOR TO ANY CONSTRUCTION.

ALL CONSTRUCTION SHALL BE CARRIED OUT IN ACCORDANCE WITH ALL LOCAL CODES & AUTHORITIES HAVING JURISDICTION.

ALL PERMITS PERTAINING TO THE WORK SHALL BE APPLIED & PAID FOR BY THE GENERAL CONTRACTOR OR HIS SUBCONTRACTORS UNLESS NOTIFIED OTHERWISE IN WRITING, BY THE OWNER.



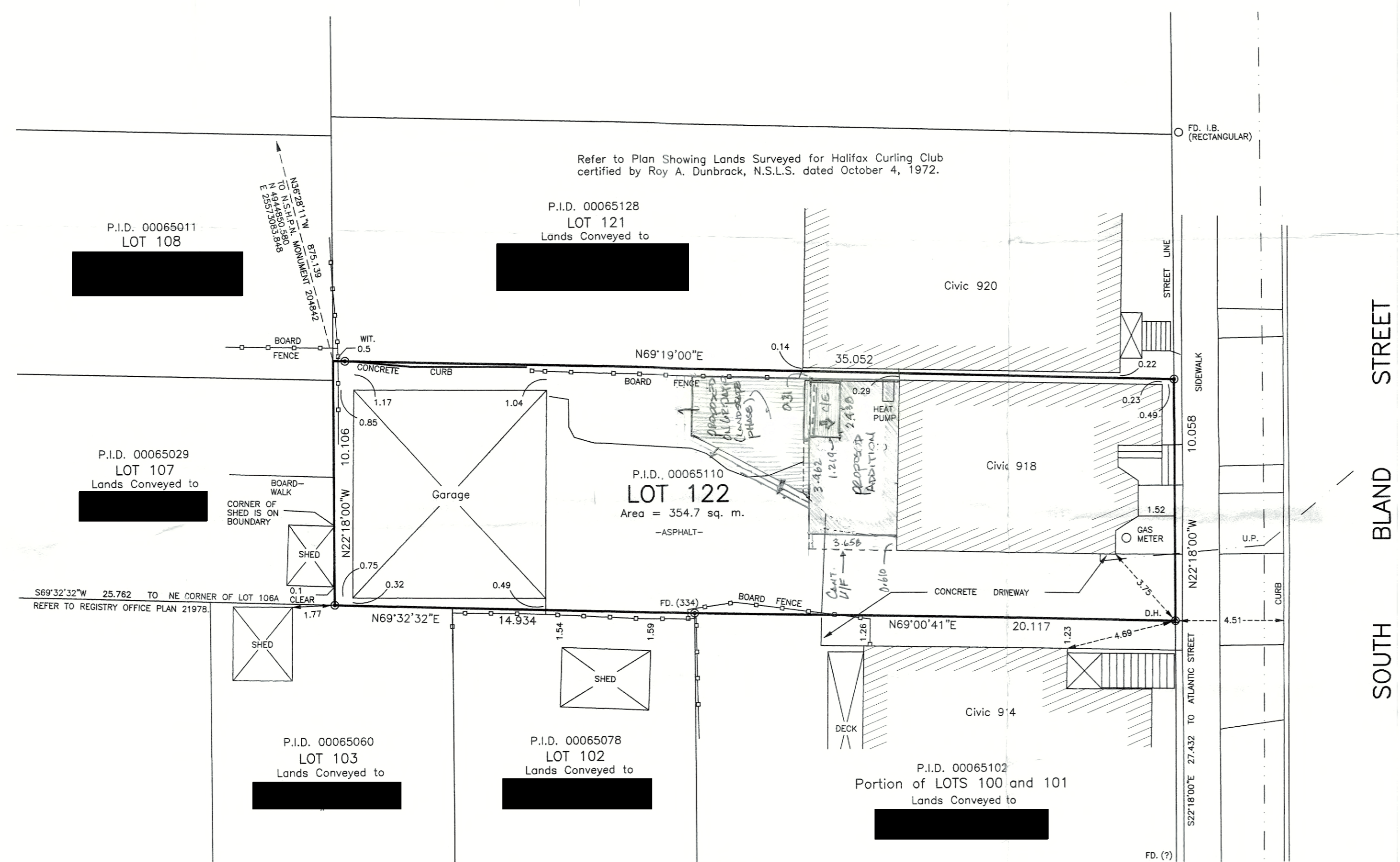
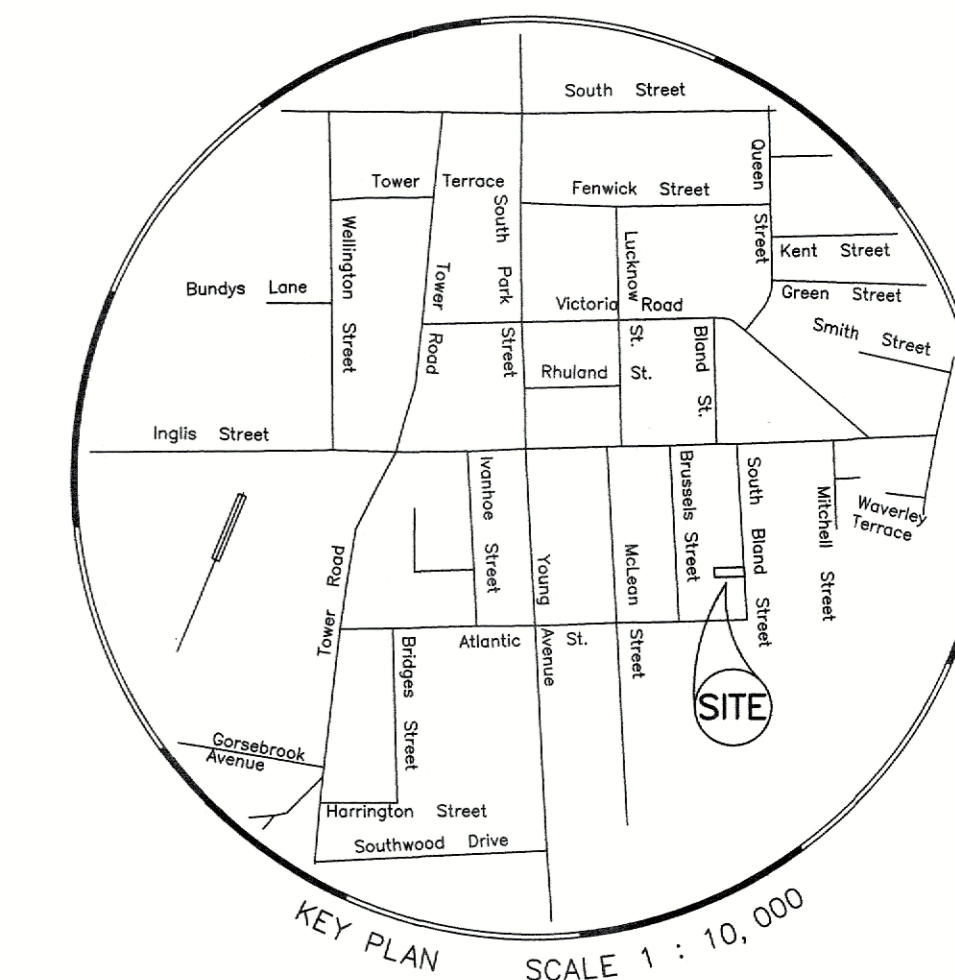
REVISION	NO.	BY	DATE



THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION IN ANY PART UNTIL SIGNED BY THE OWNER:

DATE: _____
RENO
 918 SOUTH BLAND ST., HALIFAX
 DRAWING TITLE:
PROPOSED ELEVATIONS

DATE: MAR 6/23	SCALE: 1/4" = 1'-0"	JOB NO: _____
DWN BY: JE	DWG NO: _____	
CHKD BY: _____	1 OF 3	

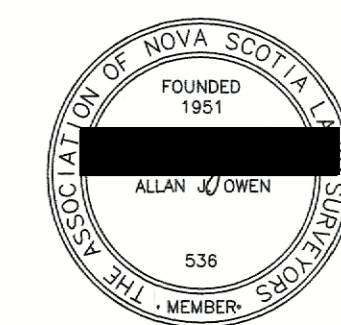


- LEGEND**
- △ N.S.H.P.N. Nova Scotia High Precision Network
 - Rack Post
 - S.B. Survey Marker
 - I.P. Iron Pipe
 - D.H. Drill Hole
 - C.P. Crown Post
 - Found Lands dealt with by this plan
 - P.I.D. Property Identification Number
 - A / R Arc Length / Radius
 - P.C. Point of Curvature
 - P.C.C. Point of Compound Curvature
 - P.R.C. Point of Reverse Curvature
 - H.R.M. Halifax Regional Municipality
 - L.R.O. Land Registration Office
 - U.P. Utility Pole with Anchor
 - Overhead Wires
 - (000) Registration Number for Nova Scotia Land Surveyor
 - L.S. Light Standard
 - O.H.W.M. Ordinary High Water Mark
 - F.N.D. Foundation
 - WIT. Witness
 - U.S.E. Utility Service Easement
 - (?) Unknown or Unreadable

Bearings are grid derived from G.N.S.S. observations on N.S.H.P.N. Monument No. 204842, based on 3' M.T.M. projection, 64° 30' west longitude (Zone 5) NAD83 C.S.R.S., epoch 2010.0. Coordinate date: 2016-09-26.

The field traverse was unadjusted. Scale factor of 0.999964 was applied. Distances shown hereon are grid distances.

The field work was carried out during the period May 20, 2021 to June 10, 2021.



Surveyor's Certificate

I, Allan J. Owen, Nova Scotia Land Surveyor, hereby certify that the survey represented by this plan was conducted under my supervision and that the survey and plan were made in accordance with the Land Surveyors Act, regulations and standards made thereunder.

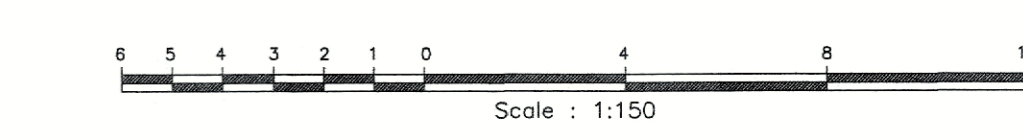
Dated this 11th day of June, 2021.

TITLE INFORMATION for LANDS UNDER SURVEY

P.I.D. 00065110
LOT 122
 Lands Conveyed to

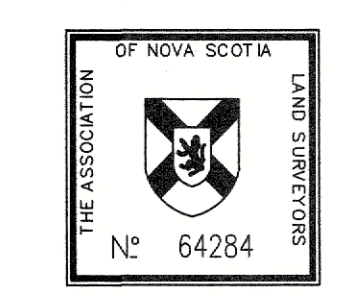
PLAN OF SURVEY OF
LOT 122
 OF THE BLAND FIELD SUBDIVISION
 LANDS CONVEYED TO

SOUTH BLAND STREET, HALIFAX
 HALIFAX COUNTY, NOVA SCOTIA



THOMPSON CONN LIMITED
 NOVA SCOTIA LAND SURVEYORS
 HALIFAX and NORTH SYDNEY

DATE: JUNE 11, 2021
 MAP NO. 5P11-045W
 P.I.D. NO. 00065110
 FILE NO. 17636



Project: 17636-17699\17636_818_South Bland Street, Halifax, N.S. Boundary\4. Final Plan\17636 Final Plan.dwg
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