



P.O. Box 1749  
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**Item No. 13.1.1**  
**Halifax and West Community Council**  
**March 27, 2023**

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

**SUBMITTED BY:** - Original Signed -  
Kelly Denty, Executive Director of Planning and Development

**DATE:** February 21, 2023

**SUBJECT:** Case 24347: Development Agreement for 8 Birches Drive, Halifax

**ORIGIN**

Application by Zzap Consulting Inc.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of this report, to allow an expansion and renovation to an existing non-conforming multi-unit residential building located at 8 Birches Drive, Halifax, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
3. Require the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Zzap Consulting Inc., on behalf of the property owner, has applied to enter into a development agreement to expand and renovate an existing non-conforming multi-unit residential building at 8 Birches Drive, Halifax (Attachment B).

<b>Subject Site</b>	8 Birches Drive, Halifax (PID 00208546)
<b>Location</b>	West of the Armdale roundabout
<b>Regional Plan Designation</b>	Urban Settlement (US)
<b>Community Plan Designation (Map 1)</b>	Low Density Residential Designation (LDR), Mainland South Secondary Planning Strategy, Halifax Municipal Planning Strategy (MPS)
<b>Zoning (Map 2)</b>	Single Family Dwelling (R-1) Zone, Halifax Mainland Land Use By-law (LUB)
<b>Size of Site</b>	Approximately 1,161 sq. m (12,497 sq. ft.)
<b>Street Frontage</b>	Approximately 53.6 metres (176 feet)
<b>Current Land Use(s)</b>	A legal non-conforming 17-unit residential building
<b>Surrounding Use(s)</b>	<ul style="list-style-type: none"><li>• To the north is a mix of institutional, commercial and low-density residential uses</li><li>• To the east is the Armdale roundabout</li><li>• To the south is mostly single-unit residential uses</li><li>• To the west is a mix of low-density residential and commercial uses</li></ul>

### **Proposal Details**

The applicant proposes to renovate and expand an existing 3-storey, 17-unit residential building at 8 Birches Drive, Halifax. The major aspects of the proposed development are as follows:

- A one-storey addition to the existing residential building;
- A side addition to the building to allow for barrier free access and additional circulation space, including stairs, exits, lobby and elevator;
- Recladding the building with modern materials;
- Adding projecting balconies to each of the units;
- Adding a garbage enclosure;
- Retaining existing landscaping and vegetation;
- Repaving the parking area and driveway; and
- No additional residential units or parking spaces proposed.

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

The subject property is designated Low Density Residential Designation (LDR) under Mainland South Secondary Planning Strategy (Map 1) and zoned Single Family Dwelling (R-1) Zone under Halifax Mainland Land Use By-law (Map 2). The R-1 zone permits detached one-family dwelling, home occupation, public parks, church, recreational uses, day care facilities and shared housing.

The R-1 Zone does not permit multi-unit dwellings, however, the existing multi-unit building on the subject property was constructed in 1969, prior to the adoption of Mainland South Secondary Planning Strategy and Halifax Mainland Land Use By-law. Therefore, the multi-unit building is considered a non-conforming use; this is on record through a Zoning Confirmation Letter dated November 28, 2005.

The proposed development agreement is enabled by implementation Policy 3.14 of Halifax Municipal Planning Strategy. Policy 3.14 enables less intensive non-conforming uses or changes to non-conforming uses within established neighborhood while ensuring the proposed changes would complement and benefit the surrounding neighborhood. The policy speaks to a variety of factors to be considered by Council, including architectural design, landscaping, lighting, fence and parking design. Additional criteria

for Council's consideration are provided in City-wide Policies 2.2 and 2.4. See Attachment C for the full list and analysis of all relevant policies.

## **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, letters mailed to property owners within the notification area. From June 21, 2022, when the case webpage was published, to August 22, 2022, the case webpage has received 94 unique pageviews. Average time spent on viewing this application page is 5 min 16 seconds. Additionally, 69 factsheets were mailed to property owners and tenants within the notification area (Map 2).

In general, staff have not received significant public comment on this application since it was advertised through various methods. In total, seven community members/families have reached out and provided comments on the proposal. Three individuals had no concerns and one of them is in support of this proposal as it would improve the quality of existing rental units. The comments and concerns raised by the other four community members/families are summarized as below:

- **Affordability issues/Eviction of current tenants** – There are concerns that enlarging the existing units and renovation will result in much higher rent of the building, and most of the current tenants will not be able to afford the new rent and will be forced to leave.
- **Height concerns/ compatibility issue with the neighboring properties** – The public is concerned that the proposed extra storey will be above the existing tree canopy and change the relationship of the building to its surrounding single-unit dwellings. They indicated that the proposal is changing sight lines from and around the proposed storey and will block the adjacent properties' view.
- **Poor Driveway condition** – The public expressed concerns regarding the poor condition of the existing driveway leading up to 8 Birches Drive. They are hoping repaving will be part of the proposed project scope.
- **Building safety/ carbon monoxide leaks** – The public indicated that the building is in bad shape. They have concerns regarding the safety of the building, including multiple carbon monoxide leaks and regular leaks from rainstorms.

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 a notice of the hearing published on the Municipality's website at least seven days before the date of the public hearing, property owners and tenants within the notification area shown on Map 2 will be notified of the hearing by regular mail.

## **DISCUSSION**

Staff have reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the Halifax MPS. Attachment C 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 that sets out the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Permitted uses are limited to a maximum of seventeen-unit residential building – the same number presently contained within the building;

- Built form is limited to that shown in the agreement schedules;
- Building height and lot coverage are limited to a maximum of 10.7 metres (35 feet) and 35% respectively;
- Controls on the architectural details;
- Parking area design, driveway access and screening along property lines;
- Retaining existing landscaping and vegetation; and
- Non-substantive changes are limited to minor changes to architectural and parking requirements, and the granting of an extension to dates of commencement and completion of the development.

The attached proposed development agreement will permit an expansion and renovation to an existing non-conforming 17-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 C, the following have been identified for detailed discussion.

### **Proposed Use**

The existing residential development is not proposed to change in terms of the location, housing type, and number of existing parking spots. Therefore, the intensity of the existing residential use is not expected to increase. The proposed development contributes to the existing residential character by retaining the existing building. It provides more housing options, especially for more vulnerable groups by improving the livability of the residential units at a more affordable rate as compared to units within a total new build. This renovation would also enhance the accessibility of the building for all future tenants.

### **Building Height**

The proposed building height is deemed to be reasonably consistent with the existing neighborhood for three primary reasons. Firstly, the proposed addition will increase the building height to 10.5 metres (34'4" feet), which does not exceed the maximum building height requirements of R-1 Zone. Secondly, the existing neighborhood contains a mix of housing types ranging from single-unit dwellings to low-rise apartment buildings. The majority of the lots surrounding the subject property are occupied by buildings of 2-3 storeys in height with pitched roofs. The proposed 4-storey building remains generally consistent with the neighborhood in terms of number of storeys. Finally, the subject property is at the bottom of a hill along St. Margarets Bay Road, which makes the main façade facing Birches Drive a 3.5-storey building in appearance. The nature of the topography further reduces the impact of the proposed 1-storey height increase.

### **Minimum Setback**

According to policy 3.14(d), the minimum setback requirement for the proposed addition is calculated as the mean setback of the adjacent buildings. For the subject site, that would result in a setback of approximately 19 metres (62 feet), which is the mean setback of the adjacent buildings at 160 St. Margarets Bay Road and 12 Birches Drive. The proposed new addition does not meet that setback requirements. However, staff advise there is merit to considering this addition to the existing residential building and neighborhood for the following reasons:

- The addition provides an accessible entrance for all tenants and visitors;
- The addition is set back further from the front property line than the existing building;
- The proposed modern cladding and design of the addition is more aesthetically pleasing for the neighborhood; and
- Its proposed location is the least visually impactful for the surrounding neighbourhood.

### **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 Halifax MPS. The proposed development agreement permits an expansion and renovation to an existing non-conforming 17-unit residential building while ensuring that there are appropriate controls to reasonably mitigate land use compatibility issues. The proposal includes recladding of the building façade, provides accessible entrances and extra balcony space for each unit,

which will benefit and complement the existing neighborhood by improving the esthetics and livability of the existing units. In conclusion, the proposal development agreement will have minimal impact on local residents and property owners. 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 2022-2023 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 additional concerns were identified beyond those raised in this report.

### **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*.

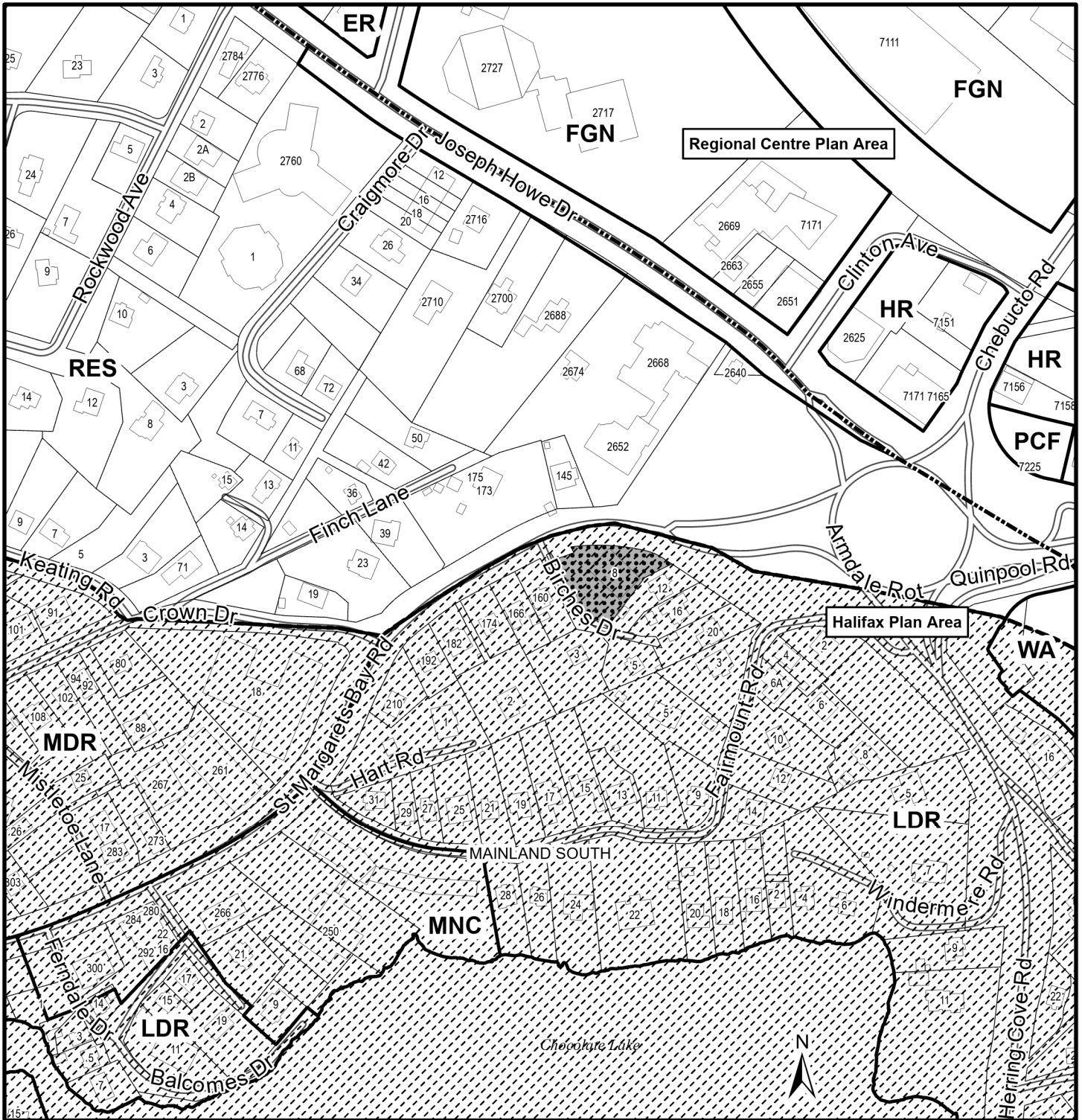
### **ATTACHMENTS**

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Application Letter
Attachment C:	Review of Relevant Policies from Halifax MPS

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: Yanan Gou, Planner III, 782.641.5657

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**Map 1 - Generalized Future Land Use**

8 Birches Drive,  
Halifax

-  Subject Property
-  Community Plan Boundary
-  Mainland South Secondary Plan

Halifax Plan , Halifax Mainland South Secondary Plan  
and Regional Centre Plan Area

**Halifax Mainland South**

- LDR Low Density Residential
- MDR Medium Density Residential
- MNC Minor Commercial
- INS Institutional

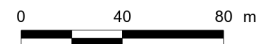
**Halifax Plan**

- RES Residential Environments
- WA Water Access Area

**Regional Centre**

- ER Established Residential
- FGN Future Growth Node
- HR Higher-Order Residential
- PCF Park and Community Facility

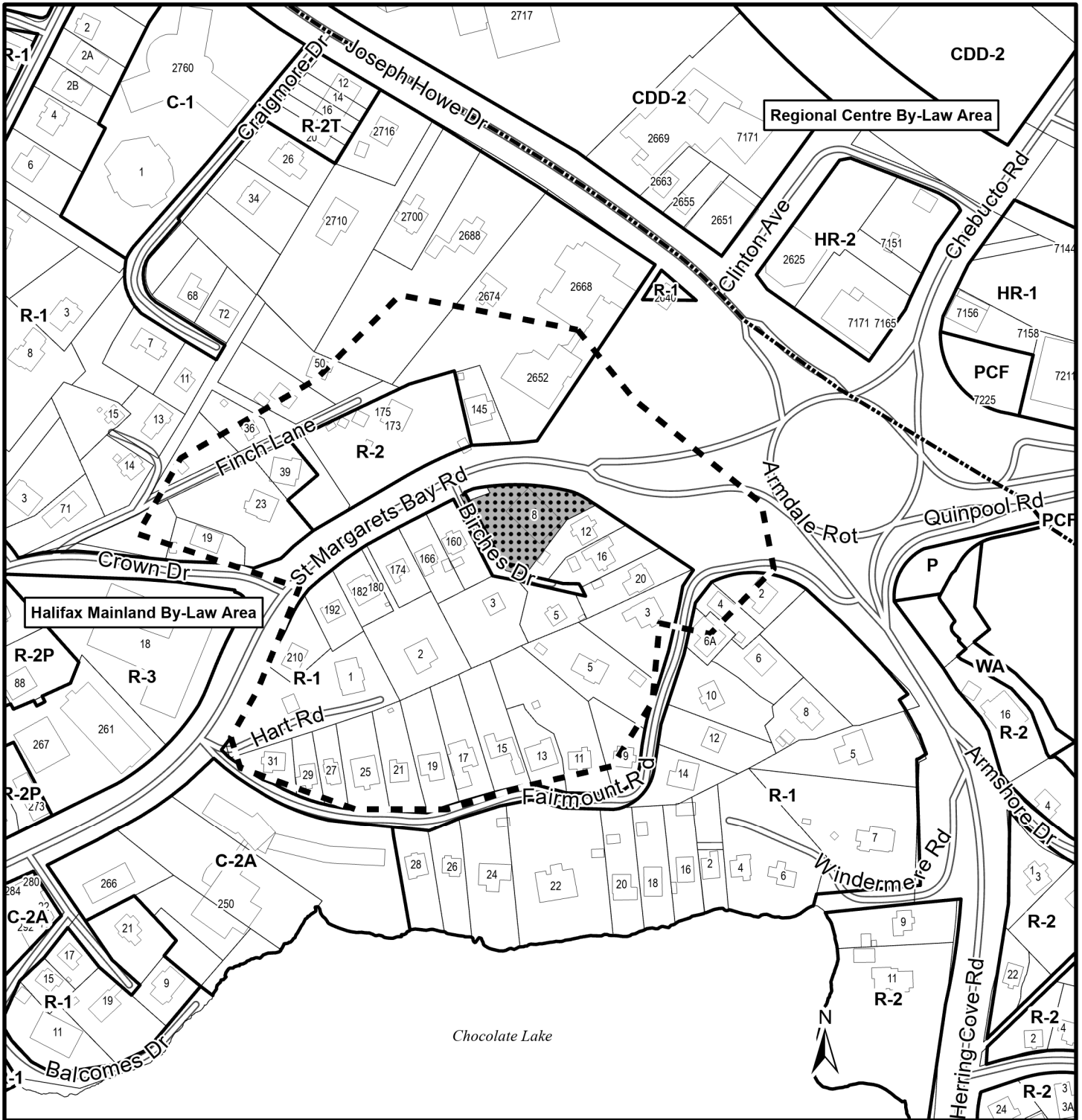
**HALIFAX**



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 Area**

8 Birches Drive,  
Halifax

-  Subject Property
-  Community Plan Boundary
-  Area of Notification

Halifax Mainland Land Use By-Law Area  
& Regional Centre By-Law Area

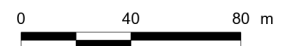
**Halifax Mainland Zone**

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-2P General Residential
- R-2T Townhouse
- R-3 Low-Rise Apartment
- C-1 Local Business
- C-2A Minor Commercial
- P Park and Institutional
- WA Water Access

**Regional Centre Zone**

- HR-1 Higher-Order Residential 1
- HR-2 Higher-Order Residential 2
- PCF Parks and Community Facilities
- CDD-2 Comprehensive Development District 2

**HALIFAX**



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

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



**Attachment A: Development Agreement**

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

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 8 Birches Drive, 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 expansion and alteration to an existing non-conforming multi-unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Section II, City-Wide Policies 2.2 and 2.4, Implementation policy 3.14 of the Halifax Municipal Planning Strategy and Section 71 of the Halifax Mainland Land Use By-law;

**AND WHEREAS** the Halifax and West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 24347;

**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 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 Halifax Mainland 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 The following words used in this Agreement shall be defined as follows:

**Amenity Space:** means non-commercial indoor or outdoor space dedicated for private or shared use by a building's occupants, such as balconies, grade-related dwelling unit patios, courtyards, planters and plots for gardening, rooftop barbeque areas, indoor and outdoor kitchens, swimming pools, saunas, fitness rooms, racquet or other sport courts, playgrounds, games and television rooms, exercise or art studios, music rooms, greenhouses, and meeting rooms.

- 2.1.2 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 24347:

Schedule A	Legal Description of the Land
Schedule B	Site Plan
Schedule C	South Elevation
Schedule D	North Elevation

### 3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of the first the Occupancy Permit for the building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a Structural Engineer that the building is able to support any required drainage or additional weight cause by landscape areas designed to be installed upon any portion of any rooftop level of the building; and
- (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the parking and screening as per sections 3.7 and 3.11.

- 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 the following:

- (a) A 4-storey multiple-unit dwelling containing a maximum of seventeen (17) dwelling units; and
- (b) Accessory uses, pursuant to the Land Use By-law, as amended from time to time.

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 By-law, as amended from time to time.

### **3.4 Built Form**

3.4.1 The building's siting, bulk and scale shall comply with the following:

- (a) lot coverage shall not exceed 35%;
- (b) the building addition shall be a minimum of 6.1 metres (20 feet) from the front lot line;
- (c) all portions of the building above grade are a minimum of 2.4 metres (8 feet) from the north and southeast property line;
- (d) notwithstanding 3.4.1(c), private balconies shall be permitted to project 5 feet into the required minimum setbacks; and
- (e) the maximum height of the building shall not exceed 10.7 metres (35 feet).

### **3.5 Amenity Space**

3.5.1 A minimum of 85 square metres of amenity space shall be provided;

3.5.2 All outdoor amenity space shall be designed to have both soft and hard landscaping elements, as defined in the Land Use By-law.

3.5.3 All landscape areas designed to be installed upon any portion of the building must be supported by documentation from a Structural Engineer indicating that the building design is able to support any required drainage or additional weight caused by the landscaped area.

### **3.6 Architectural Requirements**

3.6.1 The building shall be designed and substantially conform to Schedules C and D, and the Development Officer may permit minor changes to the exterior building materials, arrangement of window, balconies, and exterior features to accommodate the interior layout of the building, provided that the arrangement is consistent with the general architectural intent of the Schedules. Changes that Development Officer does not feel minor in nature may be considered as non-substantive amendments as per section 6.1.1.

3.6.2 The main entrances to building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

3.6.3 The façades facing the St. Margarets Bay Road and Birches Drive shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules of this Agreement.

- 3.6.4 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.6.5 Any exposed foundation in excess of 0.254 metre (10 inches) in height and 0.93 square metre (10 square feet) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.6.6 Exterior building materials shall not include vinyl siding.
- 3.6.7 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.6.8 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from St. Margarets Bay Road and Birches Drive or abutting residential properties unless screened. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.6.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

### **3.7 Parking, Circulation and Access**

- 3.7.1 The parking area shall provide a minimum of 8 parking spaces and be sited as generally shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on the plan.
- 3.7.2 Notwithstanding Section 3.7.1, the location, size and configuration of the accessible ramp may be altered to accommodate barrier free access to the main entrance of the building.
- 3.7.3 The parking area shall be hard surfaced or gravelled, and the limits of the parking area shall be defined by fencing or landscaping or curb.
- 3.7.4 Bicycle parking shall be provided as shown on schedule B.
- 3.7.5 Opaque wood fencing or masonry wall shall be located along west property line extending the length of the surface parking area, to be no less than six (6) feet in height.
- 3.7.6 It is the responsibility of the Developer to convey all required rights-of-way over the properties as shown on Schedule B.

### **3.8 Outdoor Lighting**

- 3.8.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.8.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

### **3.9 Landscaping**

- 3.9.1 Existing landscaping and vegetation shall be retained as generally shown on schedule B.
- 3.9.2 Any disturbance to existing landscaping area as generally shown on schedule B, shall be reinstated to original condition or better.

### **3.10 Maintenance**

- 3.10.1 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.
- 3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.11 Screening**

- 3.11.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.11.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Birches Drive and St. Margarets Bay Road and residential properties along the south property line. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.11.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from the Birches Drive and St, Margarets Bay Road or incorporated into the architectural treatments and roof structure.
- 3.11.4 Any mechanical equipment shall be screened from view from Birches Drive and St. Margarets Bay Road with a combination of fencing and landscaping elements.
- 3.11.5 Vegetative visual screening, a minimum of 1.8 metres (6 feet) in height, shall be provided along the south and west property lines abutting residential uses. Adjustments may be permitted to the location of the fence in situations where there is conflict with existing tree locations.

### **3.12 Reinstatement**

- 3.12.1 All disturbed areas 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 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 Solid Waste Facilities**

- 4.3.1 The building shall include designated space for five stream commercial waste containers to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building or site plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 4.3.2 Refuse containers and waste compactors shall be confined to the loading areas of each building and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.3.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Private Storm Water 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 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

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

### **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) Minor changes to the architectural requirements as detailed in Section 3.6 or which, in the opinion of the Development Officer, do not conform with Schedule C and D;
- (b) Minor changes to the parking requirements as detailed in Section 3.7 or which, in the opinion of the Development Officer, do not conform with Schedule B;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- (d) 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 five (5) 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 insurance 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, if the Municipality receives a written request from the Developer prior to the expiry of the commencement of development time period.

### **7.4 Completion of Development**

- 7.4.1 Upon the completion of the whole development, 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;

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

7.4.3 In the event that development on the Lands has not been completed within five (5) 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 five (5) 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**

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

### **8.2 Failure to Comply**

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

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

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

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
*Print Name:* \_\_\_\_\_

*Date Signed:* \_\_\_\_\_

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
*Print Name:* \_\_\_\_\_

*Date Signed:* \_\_\_\_\_

=====

=====

**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

*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

# Schedule B: Site Plan

## LEGEND

- Site Boundary
- - - Adjacent Property Boundary

ST. MARGARET'S BAY ROAD

BIRCHES DRIVE

BIKE PARKING (2 STALLS)  
 CURB  
 SIDEWALK  
 EXISTING RETAINING WALL  
 PROPOSED 8x15' GARBAGE ENCLOSURE  
 EXISTING MAINTENANCE EASEMENT

EXISTING BUILDING  
 ACCESSIBLE RAMP  
 EXISTING ENTRANCE VESTIBULE REMOVED  
 NEW CURBING ADDED

EXISTING CURB  
 PROPOSED PARKING (8 STALLS)

MODIFIED CURB FOR PARKING

EXISTING EASEMENT AND RIGHT OF WAY

3.7m

2.75m

5.5m



### SITE SUMMARY:

- PID: 00208546
- Land Area: ±17,380 SF
- Existing Zone: R-1
- Lot Coverage: 25%

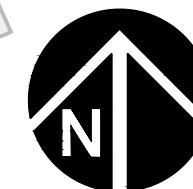
### NOTES:

- Subject to survey. Property lines and topographic features are approximate only.
- Site subject to by-law review and regulations.

### SOURCES:

- Adjacent property lines and topographic features are from provincial mapping
- Plan based on Highland Geomatics & Engineering Inc. Site Plan, dated 28 April, 2021 CAD file: 'H21080 SP1.dwg'

### SCALE:



FILE: C:\Users\Ken.Zwickler\Zareski Architecture & Planning\Projects - Documents\2019\19-102 Rouvalis The Birches\4\_PLAN\1\_DWG\1\_Site Plan\19-102-SITE\_PLAN-103.dwg SHEET: 11x17



CLIENT  
**ROUVALIS**

PROJECT  
**ST. MARGARETS BAY ROAD | BIRCHES DRIVE**  
 Halifax, Nova Scotia

DRAWING  
**SITE PLAN**

PROJECT NO. **19-102** DRAWING NUMBER  
 DRAWN BY: KJW  
**103**  
 DATE: JANUARY 24, 2023

# Schedule C: South Elevation



Backup of The Birches\_option 3

# Schedule D: North Elevation



Backup of The Birches\_option 3





architecture + planning  
1 Canal St, Dartmouth NS B2Y 2W1  
[www.zzap.ca](http://www.zzap.ca)

Carl Purvis  
Planning Applications Program Manager  
Current Planning | Planning & Development  
Halifax Regional Municipality

**Re: Development Agreement Application for a Proposed Renovation and Expansion of an Existing Multi-Unit Dwelling at 8 Birches Drive, Halifax, NS (PID: 00208546)**

Dear Carl,

On behalf of our client, 088962 NOVA SCOTIA LIMITED, Zzap Consulting Inc. is pleased to submit this Development Agreement (DA) application for a proposed multi-unit residential development at 8 Birches Drive, (PID 00208546). To support this application submission, the following materials are enclosed:

- Completed Planning Application Form
- Attachment A: Site Plan
- Attachment B: Building Drawings
- Attachment C: Zoning Confirmation Letter

1.0 Summary of Development Proposal

Our client is seeking to renovate and expand an existing multi-unit dwelling at the subject site. The proposed development includes the following:

- A one-storey addition to the existing building, no additional residential units proposed.
- A side addition to the building to allow for barrier free access and additional circulation space (stairs, exits, lobby and elevator).

2.0 Enabling Policies

The subject property is designated 'Low Density Residential' within the Mainland South Secondary Planning Strategy and is zoned 'R-1 Single Family' within the Halifax Mainland Land Use By-law.

The existing multi-unit dwelling on the subject property was constructed in 1969, prior to the adoption of the Halifax Mainland Land Use-Bylaw and Mainland South Secondary Planning Strategy. As such, the existing building on the property is considered a legal 'non-conforming use'. For additional information on the non-conforming status, please refer to Attachment C.

Policy 3.14 of the Halifax Municipal Planning Strategy allows Community Council to consider alterations and expansions to non-conforming uses through a DA process, subject to several policy assessment criteria that are noted in section 3.0 of this letter

3.0 Rationale and Applicable Policy Analysis

We feel that the proposed development is consistent with applicable planning policies and proposes a modern, high-quality addition and renovation to an existing multi-unit dwelling in an area where demand for this type of housing remains high. The site is within proximity to a variety of goods, services, public transportation, and recreational amenities. Please refer to Table 1 below, which outlines how the proposed development adheres to applicable DA policy assessment criteria.

Table 1: Enabling Policy 3.14

<b>3.14            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:</b>	
Policy Criteria	Applicant Response
<p>(a) the layout and design of the property shall be complementary to the fabric of the neighbourhood, 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:</p> <ul style="list-style-type: none"> <li>i) architectural design;</li> <li>ii) the size, location, and landscaping of courts, open spaces, and yards;</li> <li>iii) location of primary and secondary entrances to the building; and</li> </ul>	<p>(a) the proposed layout and design is complementary to the fabric of the neighbourhood. The one-storey addition is within the permitted height framework of the area (35 ft.) and the building footprint addition is oriented towards the St. Margaret's Bay Road, away from abutting residential uses. Existing side yard setback and front yard setback is maintained.</p> <ul style="list-style-type: none"> <li>i) the proposed renovation includes modernizing the exterior materials of the building while maintaining the existing proportions and build form. High quality materials are proposed</li> <li>ii) existing side yard between the building and adjacent residential uses is proposed to be maintained and existing landscaping/vegetation within the yard is proposed to remain. Existing parking area is proposed to remain in its current location.</li> <li>iii) primary entrance to the building is proposed to be relocated to the northern portion of the building, closest to St. Margaret's Bay Road and furthest from abutting residential uses.</li> </ul>



<p>iv) size, location, and design of fences.</p>	<p>iv) no fences proposed.</p>
<p>(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.</p>	<p>(b) the existing parking area between the building is proposed to be maintained and enhanced through this development proposal to improve circulation mitigate traffic flow.</p>
<p>(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:</p> <ul style="list-style-type: none"><li>i) location;</li><li>ii) surface treatment;</li><li>iii) storm drainage;</li><li>iv) access from the street; and</li><li>v) screening, buffering, and landscaping.</li></ul>	<p>Parking and vehicle access is proposed to remain in its current location between the building and Birches Drive. Enhancements to the parking area are proposed to improve circulation and mitigate adverse impacts on adjacent properties. Parking areas will be treated with a hard surface and designed to mitigate storm drainage in accordance with municipal engineering requirements. Proposed bulk and refuse area is located furthest from adjacent properties and is screened from the street and immediate neighbourhood.</p>
<p>(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:</p> <ul style="list-style-type: none"><li>i) the minimum setback of the existing building; or</li><li>ii) the mean setback of the buildings on the adjacent properties on either side; or</li><li>iii) the minimum setback specified for the zone in which the use is located.</li></ul>	<p>The proposed addition to the building meets the minimum street line setback in the R-1 zone (20 ft.), which is the most restrictive condition noted in Policy 3.14(d).</p> <p>Off street parking areas are proposed to remain in their current location.</p> <p>No outdoor storage or display proposed.</p>
<p>(e) except where specific benefits to the neighbourhood can be</p>	



<p>demonstrated, additions to the structures on the property shall not:</p> <ul style="list-style-type: none"><li>i) further encroach upon the minimum side and rear yards stipulated for the zone in which the property is located; or</li><li>ii) result in the total lot coverage or building height exceeding the maximum stipulated for the zone in which the property is located;</li></ul>	<ul style="list-style-type: none"><li>i.) proposed addition is adjacent to the street line and is outside of the minimum street line setback. The proposed addition does not further encroach upon the minimum side or rear yard.</li><li>ii.) Proposed lot coverage and building height do not exceed the maximums stipulated in the R-1 zone.</li></ul>
<p>(f) any outdoor lighting or sign illumination shall be directed away from, or screened from, adjacent residential properties;</p>	<p>All outdoor lighting is directed towards building entrances and parking areas and away from adjacent residential properties.</p>
<p>(g) no bulk refuse containers shall be visible from the street or from the immediate neighbourhood;</p>	<p>Bulk and refuse area is screened from the street and immediate neighbourhood.</p>
<p>(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;</p>	<p>No outdoor storage proposed.</p>
<p>(i) with regard to on-site advertising for commercial or industrial uses:</p> <ul style="list-style-type: none"><li>i) where the property is located in a residential zone, no additional advertising surface area or illuminated signage shall be added; and</li><li>ii) in all other cases, such advertising shall not exceed the limits prescribed for the zone in which the property is located.</li></ul>	<p>N/A – no commercial or industrial uses proposed.</p>



<p>(j) in the case of commercial and industrial operations in residential zones, the following additional considerations shall also apply:</p> <ul style="list-style-type: none"><li>i) there shall be a demonstrable improvement to the neighbourhood;</li><li>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</li><li>iii) operating hours shall be restricted to prevent nuisance.</li></ul>	<p>N/A – no commercial or industrial uses proposed.</p>
<p>(k) No subdivision of the lot shall have occurred subsequent to the time of the adoption of this section.</p>	<p>No subdivision has occurred since the non-conforming use on the property was constructed.</p>

#### 4.0 Closing

We trust that the enclosed materials satisfy the application requirements, and we look forward to working with Staff, Council and members of the public throughout the application process. Should you have any questions, clarifications or comments regarding this application, please do not hesitate to contact the undersigned.

Sincerely,

**Original Signed**

Connor Wallace, MCIP, LPP  
Principal  
ZZap Consulting Inc.  
[connor@zzap.ca](mailto:connor@zzap.ca)  
902-266-5481

**Attachment C: Review of Relevant Policies from the Halifax MPS**

<b>Planning Policy Review - Halifax Municipal Planning Strategy</b>	
<b>SECTION II: CITY-WIDE OBJECTIVES AND POLICIES</b>	
<p><b>Policy 2.2</b></p> <p><b>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.</b></p>	<p>No concerns. The scope of the proposal does not include any changes to the use of the residential dwelling onsite.</p> <p>The proposed development will not change the number of existing residential units and parking spots. Therefore, the intensity of the existing residential use is not expected to change.</p>
<p><b>Policy 2.4</b></p> <p><b>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.</b></p>	<p>The proposed development will not change the location, scale, housing age and type of the existing residential development. It contributes to the existing residential character by keeping the building onsite.</p> <p>It also helps widen housing options for citizens, especially for more vulnerable groups of population by:</p> <ul style="list-style-type: none"> <li>a. improving the livability of the residential units at a more affordable rate compared to a total new build</li> <li>b. enhancing the accessibility of the building for various groups of population</li> </ul> <p>The proposed addition does not exceed the permitted height and lot coverage and is consistent with its surrounding neighborhood characteristics.</p>
<b>IMPLEMENTATION POLICIES</b>	
<p><b>Policy 3.14</b></p> <p><b>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:</b></p>	

<p><b>a) the layout and design of the property shall be complementary to the fabric of the neighbourhood, 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:</b></p>	
<p>i) architectural design;</p>	<p>The proposed renovation includes recladding the building with modern materials, adding projecting balconies, creating additional circulation space and barrier free access. All those measures will contribute to the accessibility, livability and visual esthetics of the existing residential development and also complement the fabric of the neighborhood.</p>
<p>ii) the size, location, and landscaping of courts, open spaces, and yards;</p>	<p>No changes proposed to the existing landscaping and side yards. Currently there is open space to the north and east side of the building, and mature trees to the south side of the building, buffering the main building from its abutting residential dwellings. A new garbage enclosure (8x15') is proposed to be located to the north of the main building.</p>
<p>iii) location of primary and secondary entrances to the building; and</p>	<p>Primary entrance is proposed to be relocated to the northern side of the main building, which will bring it closer to St Margarets Bay Road and further away from Birches Drive. This will further reduce the impact on abutting residential properties.</p>
<p><b>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;</b></p>	<p>The existing parking area and driveway access is proposed to remain its current location.</p> <p>A few measures have been proposed to improve the traffic flow, including:</p> <ul style="list-style-type: none"> <li>a. modifying curb cuts that abuts Birches Drive to allow for more efficient flow of vehicles in and out of the site.</li> <li>b. adding entrance/exit curb cut in front of the building entrance ramp.</li> </ul> <p>adding a second curb cut at the southeast corner of the lot to provide a second access in and out of the site.</p>



<p><b>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:</b></p>	
<p>i) location; ii) surface treatment; iii) storm drainage; iv) access from the street; and v) screening, buffering, and landscaping.</p>	<p>The applicant is not proposing to relocate parking and vehicle access from the Birches Drive. It will remain its current location between the main building and Birches Drive.</p> <p>Enhancements to the parking area are proposed to improve circulation and mitigate adverse impact on adjacent properties. Please see detailed comments under Policy 3.14 (b).</p> <p>At the permitting stage, the parking lot will be designed with a hard surface to balance pre-and-post development flows and mitigate storm drainage in accordance with municipal engineering requirements.</p> <p>The fence along the St Margarets Bay Road reduced the parking lot's adverse impact on the adjacent properties. The landscaping buffer to the south of the main building also helps mitigate the visual impacts of the parking lot from its abutting residential dwellings.</p> <p>No outdoor storage or display proposed.</p>
<p><b>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:</b></p>	
<p>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.</p>	<p>Planning staff measured and concluded that the minimum setback would be approximate 19 metres, which is the mean setback of the buildings on 160 St Margarets Bay Rd and 12 Birches Drive.</p> <p>The proposed new addition does not meet the setback requirements noted in Policy 3.14 (d). However, planning staff thinks that it is a good addition to the existing residential building and neighborhood considering the following reasons:</p> <p>1. The addition is good for the neighborhood as it provides an accessible entrance for various groups of population.</p>

	<p>2. The modern cladding and design of the addition is aesthetically pleasing for the neighborhood.</p> <p>3. Its proposed location is the least visually impactful for the surrounding neighbourhood.</p> <p>Off street parking areas are proposed to remain in their current location.</p>
<p><b>e) except where specific benefits to the neighbourhood can be demonstrated, additions to the structures on the property shall not:</b></p>	
<p>i) further encroach upon the minimum side and rear yards stipulated for the zone in which the property is located; or</p> <p>ii) result in the total lot coverage or building height exceeding the maximum stipulated for the zone in which the property is located;</p>	<p>i) No concerns. The proposed main addition does not further encroach upon the minimum side and rear yards.</p> <p>Adding projecting balconies to the existing residential development will encroach the minimum yard setback along St Margarets Bay Road by about 2 feet. The only balcony (6 feet deep) that would project out into a required minimum yard is the balcony at the northern corner of the building that abuts St Margarets Bay Road. It is very minimal and not really of concern. Besides, adding projecting balconies provides great benefits to the neighborhood by:</p> <ol style="list-style-type: none"> <li>1. extending the living spaces – apartments in Halifax are becoming more and more expensive as Halifax grows and demand for apartments increases. Not everyone can afford a spacious apartment within extra space. Therefore, a balcony can greatly improve the quality of residents in an otherwise tight apartment at a lower cost.</li> <li>2. providing the residents with more outdoor space – access to fresh air, sun and views</li> <li>3. making the apartments more attractive and inviting for various groups of population, hence making the neighborhood more attractive</li> </ol> <p>ii) No concerns. The proposed addition will increase the lot coverage to 25% and will be 34'4" feet tall. It will not result in exceeding the maximum total lot coverage (35%) and building height (35feet)</p>

	requirements of R-1 Zone.
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<p><b>f) any outdoor lighting or sign illumination shall be directed away from, or screened from, adjacent residential properties;</b></p>	<p>No concerns. Outdoor lighting has been directed away from adjacent residential properties.</p>
<p><b>g) no bulk refuse containers shall be visible from the street or from the immediate neighbourhood;</b></p>	<p>No concerns. Bulk refuse containers have been screened from the immediate neighbourhood.</p>
<p><b>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;</b></p>	<p>No concerns. No outdoor storage proposed for the subject site.</p>
<p><b>i) with regard to on-site advertising for commercial or industrial uses:</b></p>	
<p>i) where the property is located in a residential zone, no additional advertising surface area or illuminated signage shall be added; and</p> <p>ii) in all other cases, such advertising shall not exceed the limits prescribed for the zone in which the property is located.</p>	<p>Not applicable. No on-site advertising proposed for the subject site.</p>
<p><b>j) in the case of commercial and industrial operations in residential zones, the following additional considerations shall also apply:</b></p>	
<p>i) there shall be a demonstrable improvement to the neighbourhood;</p> <p>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</p> <p>iii) operating hours shall be restricted to prevent nuisance.</p>	<p>Not applicable. No commercial or industrial use proposed for the subject site.</p>
<p><b>k) No subdivision of the lot shall have occurred subsequent to the time of the adoption of this section.</b></p>	<p>No subdivision of the lot has occurred since the time of the adoption of this section.</p>