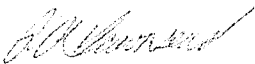




P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

District 12 Planning Advisory Committee
January 23, 2012

TO: Chair and Members of District 12 Planning Advisory Committee

SUBMITTED BY: 
Philip Townsend, Director, Planning and Infrastructure

DATE: December 16, 2011

SUBJECT: Case 16803 - Development Agreement in the Brunswick Street Heritage Area (Schedule HA-1) to allow for a multiple unit dwelling at 2569-2581 Brunswick Street, Halifax

ORIGIN

Application by Rayleen Hill, Architecture and Design, for lands of City of Halifax - Non-Profit Housing Society.

RECOMMENDATION

It is recommended that the District 12 Planning Advisory Committee recommend that Peninsula Community Council:

1. Give Notice of Motion to consider an application for the City of Halifax Non-Profit Housing Society to enter into a development agreement for the properties at 2569-2581 Brunswick Street, Halifax, and schedule a public hearing;
2. Approve the proposed development agreement to allow a 34 unit dwelling on Brunswick Street as outlined in Attachment A of this report; and
3. Require the Development Agreement be signed by the property owner within 180 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 any obligations arising hereunder shall be at an end.

BACKGROUND

The City of Halifax – Not for Profit Housing Society, also known as Harbour City Homes (HCH), is a non-profit organization that provides affordable housing in HRM. The organization owns three adjoining properties located at 2581, 2579, 2575-2569 Brunswick Street, each of which has single unit dwellings upon them. HCH intends to demolish the three dwellings and construct a 34 unit apartment building. The proposed development also includes a parcel that is to be acquired from HRM. Multiple unit dwellings are not permitted on the subject properties as-of-right; however, Policy 9.3 of the Peninsula North Secondary Plan allows staff and Council to consider multiple unit dwelling through a development agreement.

Proposal

The applicant is proposing to develop an apartment building, through a development agreement, that will complement the existing character of Brunswick Street. Highlights of the proposed development include the following:

- The building contains 34 residential units, which are mainly single and bachelor apartments;
- The building is designed to replicate four individual houses. These “house-like” components are adjoined by a stepped back circulation corridor;
- The detailing of the windows, doors and roofing are to compliment heritage properties in the neighbourhood;
- The height, scale and massing, compliment the surrounding buildings;
- Amenity spaces include two small court yards located in the centre of the development and the southern end of the development. At least 18 units include French balconies;
- The proposed development does not include vehicle parking; and
- The proposed development requires the demolition of three dwellings, built in the late 1800s, that are not registered as heritage properties.

Location

The subject area consists of the eastern block of Brunswick Street, spanning from North Street to Hamilton Lane (see Map 1). The three existing dwellings are approximately 35 feet in height. All three dwellings are owned by HCH and provide low income housing. Surrounding uses include a mix of residential uses. The North Mews, a housing complex, is located immediately to the South of the subject area. A series of duplexes are located west of the property on the opposite side of Brunswick Street.

The subject area is located in an urban area of the municipality near the downtown. Surrounding amenities include a transit hub near the north-western corner of Brunswick Street, the George Dixon Center, a community center with a large green space, and there are various commercial uses located on Agricola Street.

Zoning and Designation and Enabling Policy

The subject area is zoned R-2 (General Residential Zone) in the Halifax Peninsula Land Use By-Law and is designated Medium Density Residential in the Peninsula North Secondary Plan of the Municipal Planning Strategy. The subject area is also within the Brunswick Street Heritage Area of Peninsula North Secondary Plan. Policy 9.3 of the Peninsula North Secondary Plan allows Council to consider multiple unit dwellings within the Brunswick Street Heritage Area through a development agreement.

Brunswick Street Heritage Area

The Brunswick Street Heritage Area was incorporated into the Peninsula North Secondary Planning Area when a detailed plan was completed for Area 7 in 1994. The objective of the Brunswick Street Heritage Area is to encourage “the preservation, maintenance and enhancement of buildings, areas, streetscapes and conditions which contribute to the heritage character of certain areas of Peninsula North”.

The Medium Density Residential Designation of the Peninsula North Secondary Plan considers up to four residential units to be permitted as-of-right. However, under the policies of the Brunswick Street Heritage Area, the Developer can enter into a development agreement for a multiple unit dwelling through two possible options:

1. an addition to an existing building by retaining the heritage value; or
2. constructing an entirely new building that is consistent with the heritage character of Brunswick Street through a development agreement.

The Developer has chosen the second option.

DISCUSSION

The policies within the Residential Environment and the Brunswick Street Heritage Area of the Peninsula North Secondary Plan, discuss the importance of development that is consistent with the existing neighbourhood and the historical character of Brunswick Street. A detailed review of the applicable policy can be found in Attachment C of this report. Matters requiring a more detailed examination are discussed below.

Demolition of Existing Dwellings

An important component of the development includes the demolition of three dwellings built in the late 1800s. Over the years, it has become quite costly for Harbour City Homes to maintain and adequately heat the existing buildings. In 2005, civic 2581 Brunswick Street was condemned and has remained vacant since then.

Policy 1.1 and 1.1.1 of the Peninsula North Secondary Plan encourage the retention and rehabilitation of structurally sound housing units. A structural assessment of 2581 Brunswick St. was completed by Campbell Comeau Engineering Limited in June 2009, which indicated that the foundations were in good condition but that repairs would be required and that there would be challenges from the constructability and timeline basis.

It is important to note that as none of the buildings are registered as heritage properties, the property owner can obtain a demolition permit for each of the three buildings as-of-right and apply for the same multiple unit dwelling through a development agreement.

Proposed Design of Building

Policy 9.3 identifies criteria when considering multiple unit dwellings in the Brunswick St. Heritage Area. This criteria heavily focuses on the design of the building to ensure the development is appropriate in relation to the historical buildings in the area. The proposed 34 unit building is designed to replicate four individual buildings. There are four components that are designed to replicate four individual Georgian style dwellings. Each component is connected by a circulation corridor that is stepped back from each component. Architectural features for each component include mansard roofs, "box" frame windows and varying dormer styles. Each component is a different colour to further create the effect of four individual dwellings. The proposed building will be three storeys. Due to the variation in ceiling height, the proposed building is approximately two feet taller than the existing two storey buildings. Quality "traditional" materials such as cedar siding for the component closest to North Street and wrought iron railings for all balconies and staircases is incorporated into the design of the building.

Parking

Another component of this application includes the absence of parking. The Land Use By-Law for Halifax Peninsula would require 34 parking spaces for such a development. Due to the urban locale and proximity of this development to transit, it is anticipated that this development will not attract those who require a personal vehicle. Parking spaces would not be considered relevant to this application.

Conclusion

The applicant is proposing to develop a new 34 unit residential building. The building will be designed to replicate registered heritage properties in the area pursuant to policies within the MPS for Halifax. The development will involve the demolition of three older dwellings. Although the MPS does include policies that encourage the retention of existing buildings, the property owner can demolish the buildings as-of-right and make the same application for the same development agreement. The proposed development is designed to complement the existing massing and scale of the neighbourhood and is consistent with policies of the Brunswick Street Heritage Area as outlined in Section 9 of the Peninsula North Secondary Plan.

Conveyance of Property

At the date of this staff report, a portion of the subject area is under ownership of HRM. HRM Real Estate and Harbour City Homes are currently under negotiations for the purchase and sale of Parcel W and Parcel X to Harbour City Homes, and Parcel Y to HRM (see attachment D). It is anticipated that the sale of properties will be finalized and closed prior to Council's decision concerning the proposed development agreement. However, if the property sale is not finalized, Council can still proceed with their decision concerning the proposed agreement. As HRM cannot enter into a development agreement with itself, if Council chose to approve the proposed agreement, it would not be signed and could not be registered until the HRM property has been sold. In staff's recommended motion for Council, the usual 120 day requirement for the agreement to be signed has been extended to 180 days in case more time is needed for the sale of the property. Further, if the property sale is terminated, this agreement would become void.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the agreement can be carried out within the approved budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

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 a Public Information Meeting held on Monday, May 11, 2011. A public hearing has to be held by Council before they can consider approval of a development agreement.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 1. Attachment B contains a copy of the minutes from the meeting. Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area (as shown on Map 1) will be notified.

The proposed rezoning will potentially impact the following stakeholders: local residents, property owners.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement as set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiations with the applicant.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended for the reasons stated within this report.

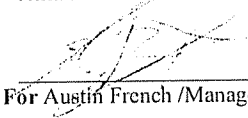
ATTACHMENTS

Map 1 Location and Zoning Map
Map 2 Generalized Future Land Use
Map 3 Brunswick St. Heritage Area

Attachment A Proposed Development Agreement
Attachment B Public Information Meeting Minutes – May 11, 2011
Attachment C Review of Relevant Policies of the MPS
Attachment D Properties to be Purchased/Sold between Harbour City Homes and HRM

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.



Report Prepared by: Jillian MacLellan/ Planner 490-4423

Report Approved by: 
For Austin French /Manager, Planning Services, 490-6717



Map 1 - Location and Zoning

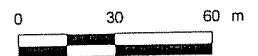
2571-2581 Brunswick Street
Halifax

-  Subject area
-  Area of notification

Halifax Peninsula
Land Use By-Law Area

Zone

- R-2 General Residential
- R-2A General Residential Conversion
- R-3 Multiple Dwelling
- C-2 General Business
- C-2A Minor Commercial
- C-5 Harbour Related Industrial
- CFB Canadian Forces
- P Park and Institutional




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

HRM does not guarantee the accuracy of any representation on this plan.



Map 2 - Generalized Future Land Use

2571-2581 Brunswick Street
Halifax

 Subject area

Halifax Plan Area
Peninsula North Secondary Plan Area

Designation

MDR Medium Density Residential
HDR High Density Residential
MNC Minor Commercial
P Park
CFB Canadian Forces Base

HALIFAX
REGIONAL MUNICIPALITY
PLANNING SERVICES



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

HRM does not guarantee the accuracy of any representation on this plan



Map 3 - Brunswick Street Heritage Area

2571-2581 Brunswick Street
Halifax



Subject area



Boundary of Brunswick Street Heritage Area

Halifax Plan Area
Peninsula North Secondary Plan Area



HRM does not guarantee the accuracy of any representation on this plan.

Attachment A
Proposed Development Agreement

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

BETWEEN:

[DEVELOPER]

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 2596, 2571, 2573, 2575, 2579 and 2581 Brunswick 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 a 34 unit apartment building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 9.3, 9.3.2, 9.3.2.1 of Section XI of the Halifax Municipal Planning Strategy and Section 93 of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Peninsula Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 16803;

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Halifax Peninsula and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

2.1 Schedules

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 16803:

Schedule A	Legal Description of the Lands(s)
Schedule B	Subdivision Plan
Schedule C	Site Plan
Schedule D	Landscaping Plan
Schedule E	Front Elevation (Facing Brunswick Street)
Schedule F	Rear Elevation
Schedule G	Right Side Elevation
Schedule H	Left Side Elevation
Schedule I	Window and Door Detailing

2.2 Requirements Prior to Approval

- 2.2.1 Prior to the issuance of a Construction Permit, a subdivision in accordance with Schedule B and Section 2.6.1 shall be approved by the Municipality.
- 2.2.2 Prior to the issuance of the first Occupancy Permit, a letter prepared by a member in good standing of the Canadian Society of Landscape Architects shall be provided to the Development Officer certifying that all landscaping has been completed according to Schedule D and Section 2.9 of this Agreement.

2.3 General Description of Land Use

- 2.3.1 The use of the Lands permitted by this Agreement is the following:
- (a) A multiple unit dwelling containing no more than 34 units.

- (b) A minimum of 3 dwelling units shall be a minimum of 74.32 square meters (800 square feet) in gross floor area and contain at least 2 bedrooms.

2.4 High Potential Zone for Archaeological Site

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

2.5 Siting and Architectural Requirements

- 2.5.1 The building shall be located as shown on Schedule C. Variations to the setbacks provided on Schedule C may be permitted provided the variation does not exceed 0.6 meters (2 feet).
- 2.5.2 The maximum height of the building shall not exceed 11.28 meters (37 feet). Height shall be defined as the vertical distance of the highest point of the roof above the mean grade of the finished ground adjoining the building along Brunswick Street.
- 2.5.3 The building shall be developed as illustrated on the Schedules. The building shall be divided into 4 components, A, B, C and D as shown on Schedules. The components will be joined by the main body of the building labelled as the circulation corridor. The circulation corridor will be stepped back from the building line of each component as shown on the Schedules.
- 2.5.5 The exterior building materials and colour of each component of the building shall be as shown on Schedules E through I.
- 2.5.7 The exterior building material of the circulation corridor shall be metal siding.
- 2.5.8 At least 18 French Balconies shall be located along the windows on the rear and side elevations as shown on Schedule F, G, and H. The placement of the balconies may be varied under the discretion of the Development Officer, however, no balconies shall be located on the front elevation facing Brunswick Street.
- 2.5.9 The main entrances to each component off of Brunswick Street shall be designed as illustrated on Schedule I. Variations exclusively to the style of door shall be permitted.
- 2.5.10 Windows for each component shall be designed as illustrated on the Schedules.
- 2.5.11 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.

2.5.12 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Brunswick St, North St. or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

2.5.13 The roof of each component shall be mansard.

2.5.14 The roof of each component shall include a dormer facing Brunswick St. Each dormer shall be of a different design as shown on Schedule E.

2.6 SUBDIVISION OF THE LANDS

2.6.1 A subdivision application to consolidate the properties shown on Schedule B shall be submitted to the Development Officer in accordance with the Regional Subdivision Bylaw. No Construction Permit shall be issued until subdivision approval is provided by the Municipality.

2.7 PARKING, CIRCULATION AND ACCESS

2.7.1 Vehicle parking is not required. The requirements of Sections 6(1) to 6(13) of the Land Use Bylaw for Peninsula Halifax as amended from time to time shall not apply.

2.8 OUTDOOR LIGHTING

2.8.1 Lighting shall be directed to building entrances and walkways and shall be arranged to divert the light away from streets, adjacent lots and buildings.

2.9 LANDSCAPING

2.9.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

2.9.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule D. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

- 2.9.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 2.9.4 Every effort shall be made to ensure the preservation of existing trees on site. The Landscape Plan, required in Section 2.9.2, shall identify the limit of disturbance, tree preservation areas, the hoarding fence location and the stock pile location.
- 2.9.5 Any aspect of the development that may affect trees located on public lands shall comply with HRM By-Law T-600.
- 2.9.6 Notwithstanding Section 2.9.3, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

2.10 MAINTENANCE

- 2.10.1 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, 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.
- 2.10.2 All disturbed areas shall be reinstated to original condition or better.

2.11 TEMPORARY CONSTRUCTION BUILDING

- 2.11 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

2.12 SCREENING

- 2.12.1 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.
- 2.12.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Brunswick St., North St. and adjacent residential properties. 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.

PART 3: STREETS AND MUNICIPAL SERVICES

- 3.1 All design and construction of primary and secondary service systems shall satisfy the most current version of both Municipal Design Guidelines and Halifax Water Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.
- 3.2 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.
- 3.3 The building shall include designated space for five stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources. Screening shall be required pursuant to Section 2.12.1 of this Agreement.

PART 4: ENVIRONMENTAL PROTECTION MEASURES

- 4.1 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.
- 4.2 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia

Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

- 5.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
- (a) Changes to the landscaping requirements as detailed in Section 2.9 or which, in the opinion of the Development Officer, do not conform with Schedule D;
 - (b) The granting of an extension to the date of commencement of construction as identified in Section 6.3 of this Agreement; and
 - (c) The length of time for the completion of the development as identified in Section 6.4.3 of this Agreement.

5.2 Substantive Amendments

- 5.2.1 Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 Registration

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

6.2 Subsequent Owners

- 6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

6.3 Commencement of Development

- 6.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 6.3.2 For the purpose of this section, commencement of development shall mean final subdivision approval of the lots.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1.1(b), if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4. Completion of Development

- 6.4.1 For the purpose of this section, completion of development shall mean the issuance of the first occupancy permit.
- 6.4.2 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Peninsula, as may be amended from time to time.
- 6.4.3 If the Developer fails to complete the development after 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an

officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 14 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;
- (c) 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

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

(Insert Registered Owner Name)

Per: _____

Per: _____

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=
HALIFAX REGIONAL
MUNICIPALITY

Per: _____
Mayor

Per: _____
Municipal Clerk

Attachment B
Public Information Meeting Minutes – May 11, 2011

PIM minutes, Case 16803
11 May 2011

Present: Ms. Jillian Maclellan, HRM Planning Services
Ms. Hilary Campbell, HRM Planning Services
Ms. Shanan Pictou, HRM Planning Services
Ms. Raylene Hill – architect, applicant on behalf of Harbour City Homes
Mr. Chris Rajou – Harbour City Homes
Mr. Gregory Boudreau - Harbour City Homes
Councillor Dawn Sloane

The meeting was convened at 7:00 p.m.

Ms. Maclellan introduced HRM staff, the applicant, the property owner and Councillor Sloane.

Ms. Maclellan gave a presentation. She introduced the application for a development agreement for a multiple-unit residential dwelling on Brunswick Street.

Ms. Maclellan indicated that there are two purposes for a public information meeting. One is to talk about what is being proposed and to ensure that residents in the area have an idea that there's an application in the area, and what's involved in the application. The second is to receive feedback and comments concerning the application. She said that this project is in the very early stages of the application right now, so any feedback received will help staff develop a recommendation to Council. She said that it was important to note that no decisions would be made at this meeting, and that the main purpose is sharing information. She added that it was also important to note that this is not the only opportunity to express any comments or concerns for the application. She invited the audience to contact her at any point throughout the application. There will also be a public hearing before Council can make a decision, so there will be another opportunity for the public to voice their opinions or comments.

Ms. Maclellan provided an overview of the project. The proposal being discussed is for a multiple-unit dwelling. There are 34 units being proposed. 31 of these units are one-bedroom and 3 units are proposed to be two-bedroom. The development will involve the consolidation of 4 lots, and will also involve the demolition of the three existing buildings. The property is

located on the corner of Brunswick Street and North Street, very close to the MacDonald Bridge. The property is zoned R-2, which is General Residential Zone in the Halifax Peninsula Land Use By-Law, and there are copies of the zone at the back of the room. The property is also within Area 7 of the Peninsula North Secondary Planning Strategy.

Ms. Maclellan referred to a slide of an aerial photo of the area. She pointed out the features within the area, including the mix of uses in the area, the George Dixon Centre and the location of the National Defense properties (Stadacona and the Naval Dockyards).

Another slide provided photographs of the existing buildings as seen from Brunswick Street, each named. 2581 Brunswick is the Barry House, 2569-75 Brunswick Street is the Woodill House, and 2579 Brunswick Street is the Storey House. They are all 30-35' in height. Ms. Maclellan pointed out that, while all three buildings are quite old, it is important to note that none of these are registered heritage properties.

Ms. Maclellan continued, saying that the properties do fall within the Brunswick Street Heritage Area, which is part of the Halifax Municipal Planning Strategy. Within the Brunswick Street Heritage Area there is a policy of land uses which can be considered on the property. Policy 9.3.2 allows Council to consider multiple unit buildings within this area. Multiple unit dwellings can only be considered through a development agreement, which is a contract between the municipality and the property owner that talks about what land use can be permitted on a property. Policy 9.3.2 considers that any development is complementary to adjacent properties. It also stresses the importance of the scale and mass of the building to make sure that it fits the area. It also looks at architectural design and its components to make sure that the building is going to fit in with the historical nature of the area.

Ms. Maclellan then reviewed the application process. The public information meeting occurs very early in the process. Once the meeting is finished, staff will continue its detailed review of the application and will come up with a recommendation to Council. Once a staff report with a recommendation prepared, that staff report will be submitted to the District 12 Planning Advisory Committee, where the advisory committee will provide a supplementary report, providing their recommendation to Council indicating how they think Council should proceed.

Once Council receives the staff report and supplementary report, there will be a public hearing, and anyone is invited to express any comments or concerns about the application. The public hearing will be advertised the same way this meeting was, including a mailout and an ad in the paper. Once Council makes their decision, there is a 14-day appeal period, so anyone can appeal the decision to the Utility and Review Board.

Ms. Maclellan invited Raylene Hill to review the application in detail.

Ms. Hill introduced herself as the architect looking after this project. She reviewed a slide of a picture of the three existing buildings on the property and reiterated the context of the area and the zoning in place on the site. She provided some background regarding why she was leading the project, indicating that she had worked with Niall Savage for some time and took over the project after Mr. Savage went on sabbatical and she opened her own office in 2010. Mr. Savage designed the proposed building, and Ms. Hill reviewed a number of awards and recognitions he received. In particular Ms. Hill made note of the building at the corner of Gottingen and Buddy Daye Streets.

Ms. Hill provided some history on Harbour City Home, which has existed for 35 years for the purpose of providing affordable housing to low-income families. She said that Harbour City Homes has concentrated housing stock more or less in the central core of the city and is an independent society with a board of directors and 5 employees. They currently have 220 units, and will have 248 units after this project is completed. Their ambition is to increase their housing stock to 300 units within the next five years. They have obtained 70 units in the last 10 years through renovation and new construction. Much of it has to do with economic factors of being able to build new stock at slightly higher rental amounts because they offer below-market value properties and they [the society] have to keep the rental charges relatively stable for the people who are in the buildings now. They can't raise rates exponentially as power and fuel prices go up.

Ms. Hill reviewed the proposed site plan in her presentation, indicating the outlines of the existing buildings. She said they spoke to Campbell Comeau about preserving some of the foundations and existing structures and trying to build a third story on the existing roof, demolishing the back half, so that option was explored initially. She said the project has been underway for the past year and a half, so this is not a new project – it went through a long design phase. She indicated it's usually not cost-effective to keep the existing buildings, and it has been found that the buildings are neither square nor plumb. There are also issues of trying to get the structures up to code with proper insulation and vapour barriers as well as efficient heating. Hydronic heating will be installed in the new buildings. Usually it's better to tear the buildings down and build a new structure that will be up to code.

All the floor plates are pretty much the same [as the existing structures]. There are three 2-bedroom units with an open living/dining concept. There are a lot of 1-bedroom units which are quite large, with a living room, kitchen and washroom. The remainder are commonly referred to

as junior 1-bedrooms, so they are not like a studio apartment where the bedroom is out in the living space; instead, it's hidden in a nook.

Ms. Hill has worked on a number of other similar projects on Maynard St. The overall goal is to keep the same shape as the existing buildings on the same footprints, as well as putting more building out the back, but they are also putting an open courtyard in the centre. That allows for the building to have dual aspect as opposed to double-load corridors buildings, which are common for multiple unit where everybody only has one aspect and one window, and wind doesn't blow through the dwelling. There is more light and air in these units. She also reviewed the basement plans where 4 units are proposed on the back side off of Hamilton Lane.

Ms. Hill reviewed some statistics of the project. The proposal covers about 51% of the site, has an inner courtyard and a south side courtyard, 3 storeys plus basement under some sections. It is 36 feet 2 inches above grade on Brunswick Street with a total of 34 units. She then displayed the proposed elevations, indicating that the front elevations preserve the element of mansard roofs with dormers, and also that each person that has a unit facing Brunswick Street will have their own door, again just trying to make it look very similar to the other homes on the street. All of these are on the same floor plates as the existing buildings so they're the same size and scale. The third storey is in the mansard roof portion. Also in the middle sections, there is an entry that is set back from the face that allows people to get in to all of the units in the rear. Also there are two staircases out back.

Ms. Hill reviewed the side elevations down Hamilton Lane and the view from North Street near the MacDonald Bridge, pointing out the retaining wall and entries into the lower units, considered basement units.

Ms. Hill also highlighted the materials to be used on the exterior, which is Cape Cod siding. The end building has a curved wall and will require wood shingles. Asphalt shingles will be used on the roofs. HRM requires the applicant to include some landscaping, so she pointed out plans for a mix of new trees and rhododendrons along the street, and privet hedges.

Ms. Maclellan thanked Ms. Hill for her presentation and invited members of the public to comment. She reminded the audience to state their name and address for the minutes, and to speak into the microphone.

Mr. Jonathan Hannam, 5208 Artz Street, Halifax, indicated that he is the president of North End United Housing Cooperative, a neighbour of many of these [Harbour City Homes] buildings. He has a major concern about this development because the [Harbour City Homes] society is not

taking care of the properties that they have. They have a number of issues with the tenants they currently have, many of whom have applied to North End United. He has heard many of their stories as well as stories of people who live in the neighbourhood, and he does not believe that the society is being diligent with the housing they currently do have.

Ms. Fatina Elkurdi, 2546 Brunswick Street, Halifax, came to the meeting to hear about the proposal. She indicated that she is a social worker practicing in the area for the past 10 years. She is concerned about the language used to describe the proposal. She also has some concerns about being a homeowner in this area and if she was not in this area she could not be a homeowner, so she was looking for some feedback on how the project will affect homeowners in the area. She also has a problem with the fact that this project seems socially irresponsible. The applicant used the term “families.” Ms. Elkurdi pointed out that 31 of the 34 proposed units are 1-bedroom apartments. Many of the clients she works with can’t comfortably live in 1 bedroom apartments. She has a problem that 31 individuals can benefit from the project, not families. She thinks there’s a huge problem with the language that was used.

Ms. Elkurdi also questioned why not-for-profit housing or affordable housing seems to be very centralized in the city to one specific area. She related a recent experience where a popular restaurant refused to deliver her order to her address because they would not come to the area on Brunswick Street where she lives. She questioned Council supporting a development project for people who require affordable housing, which she supports because of her work and she knows people need affordable housing, but she does not understand why Council would support developing affordable housing in an area that they [the residents] absolutely will be discriminated against. She asked why all affordable housing in Halifax has to be in this area. She said that it’s not fair to the people who will end up occupying that place.

Ms. Elkurdi commented that she had some difficulty with the language used to describe what the proposed building looks like. She supports a nicer structure on that site, but the applicant did not speak about the reality of what it’s going to be like to actually live inside there. It’s going to look nice and that is a good thing, but the reality of what it’s going to be like for people living inside is not going to be that pretty. Families need more than a one-bedroom, and only three units are proposed to be two-bedroom, which she believes is problematic.

In response to the point Ms. Elkurdi raised about the location of not-for-profit housing, Ms. Maclellan indicated that there is no policy that exists in HRM currently that regulates where not-for-profit housing can or cannot be located. Ms. Elkurdi questioned why the housing is where it is. Mr. Hannam asked to respond, and indicated that much of the housing is where it is because in the late 70s and early 80s the area was known as the urban renewal land and was owned by the

city, and much of the housing was developed out of that through the funding of the federal and provincial governments.

Ms. Shirley O'Neill, 5510 Buddy Daye Street, indicated that her building was designed by Niall Savage and belongs to the Metro Non-Profit Housing Association. She admires the design work by Mr. Savage. She also is not concerned about the number of 1-bedroom units because singles need housing as much as families do. Her concern is for the people who live in the existing buildings. These are their homes that are being considered for demolition. What is going to happen to them [the tenants]?

Ms. O'Neill worked in social justice for many years and was the former director of Barry House when it was located at 2581 Brunswick Street. It was owned by Harbour City Homes and was not well maintained, so the gentleman was correct in his assessment of that, as are none of the other buildings in that area so that is a concern as well. She said it may be more cost effective to rebuild and be able to rent to more people, but she returned to her concern about the people who will be displaced when the existing buildings are demolished. Ms. O'Neill learned of this meeting from a Facebook post by Councillor Sloane, and attended to express her concerns about the current tenants, in particular about Mr. Boudreau who has been a part of the community for a long time.

Councillor Dawn Sloane indicated that Mr. Boudreau had contacted her. He could not attend the meeting, but he is very concerned about his home, not his apartment or the place where he lives. He considers it his home. She also received an email from a couple on Brunswick Street who live in a heritage home who have concerns about what they have seen in the past with regard to Harbour City Homes properties. Councillor Sloane indicated that she would forward the email to Ms. Maclellan.

Ms. Elkurdi asked what this project would do to the property values in the area. Ms. Maclellan indicated that she could not address that issue. Ms. O'Neill said that during her career in social work, new projects of this nature improved the look and feeling of the neighbourhood. The existing buildings are very old and have structural problems. Ms. O'Neill also said that the reason low-income housing is concentrated in this area is because all of the services people need are located in the area within a reasonable distance. A discussion followed regarding the origin and nature of settlement patterns for people who require affordable housing, and the process by which those decisions are made by Regional Council. Ms. Maclellan indicated during that discussion that HRM is bound to consider the application under existing policy, and currently there no policy to regulate the location of low-income housing.

Mr. Sean Emmett asked whether the existing buildings were to be torn down. Ms. Maclellan answered that yes, the buildings would be demolished. Mr. Emmett then wanted to know how many units were in the existing buildings. Ms. Hill indicated that there are six units there now.

A question was raised about parking. Ms. Hill said that the proposal does not make any provision for parking, and for the most part the tenants that are currently with Harbour City Homes very rarely have cars. A member of the audience asked about people visiting the tenants. Ms. Hill indicated that if need be, there is a building that they have right next to this one where parking is available. Various members of the audience said that they knew of this space and parking is rarely available there, especially during the day as it is used by dockyard workers. Ms. Maclellan indicated that the application is in the very early stages so parking can be included as an issue to be reviewed. A request was also made to review any impact on traffic that this project may have.

Ms. Maclellan thanked everyone for attending. The meeting concluded at 7:45 p.m.

Attachment C
Review of Relevant Policies from the MPS for Halifax

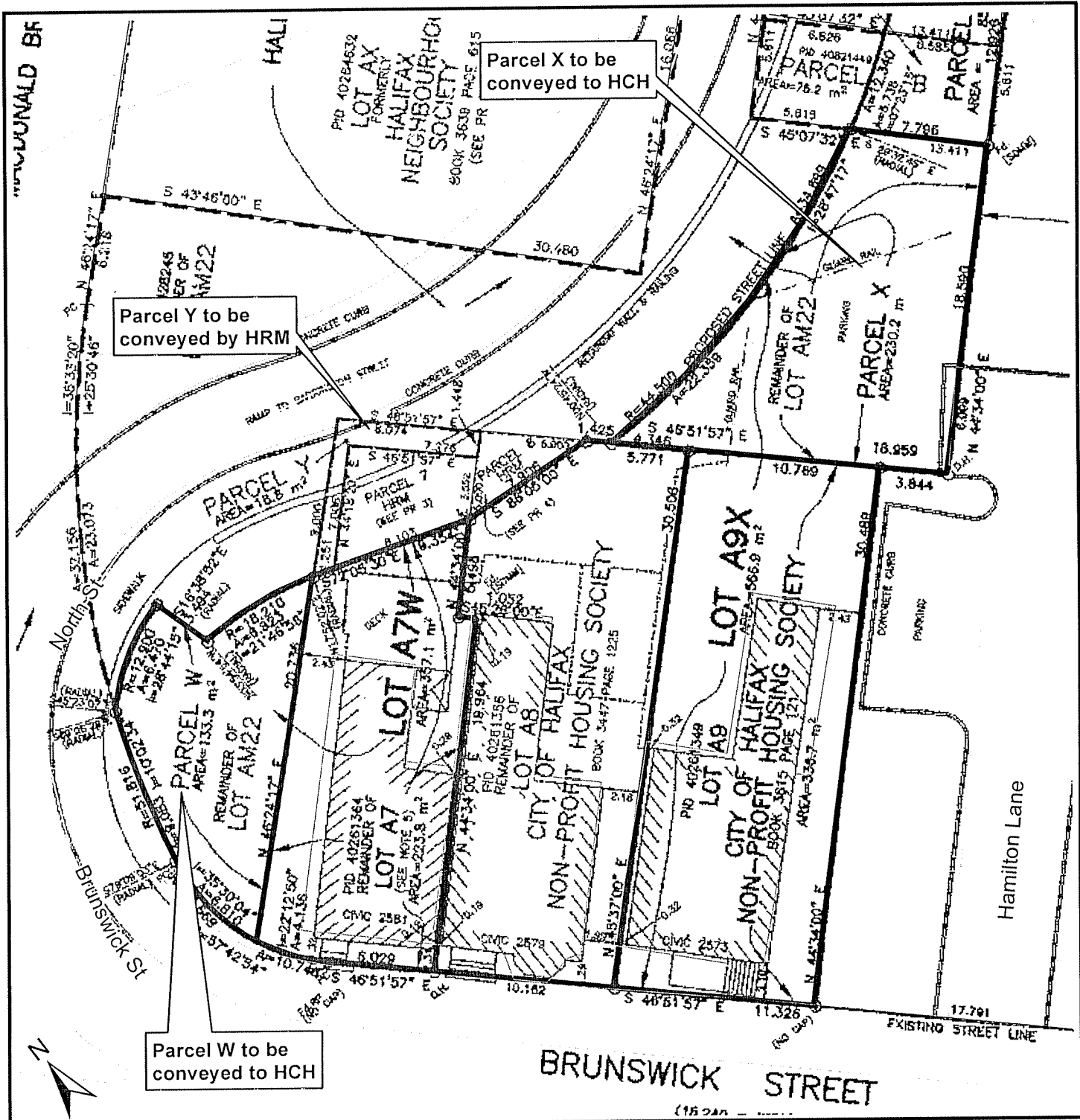
Policy Criteria	Staff Comment
<p>SECTION XI – PENINSULA NORTH SECONDARY PLAN</p>	
<p>1. RESIDENTIAL ENVIRONMENTS</p> <p>Objective: Stable residential communities in Peninsula North that offer a variety of housing types to meet the needs of a range of income and age groups.</p>	
<p>1.1 To foster stable residential areas and to preserve the character of Peninsula North, the retention and rehabilitation of structurally sound housing units shall be encouraged.</p> <p>1.1.1 Where redevelopment is proposed for sites with structurally sound housing units, the retention and rehabilitation of such existing units and the integration of new structures with these shall be encouraged.</p>	<p>The application includes the demolition of 3 dwellings that are not registered as heritage properties. A structural assessment was completed by Campbell Comeau Engineering Limited for civic 2581, which is currently condemned. The assessment indicates that the foundations are in good condition relative to their age and that the walls could support a third storey addition. However, the report also notes some repairs would be required and the reuse of the existing building would provide some challenges from a constructability and time basis. The report also points out that the building is not level and plumb and that additional issues will arise in the ability to achieve proper barriers and thermal resistance in the existing structure.</p> <p>None of the buildings are registered as heritage properties. The property owner can obtain a permit to demolish the dwellings as-of-right. Policy 9.3, as discussed below, allows the consideration of multiple unit buildings that preserve existing structures, however, the policy does not require the structures to be preserved. Multiple unit development both through additions to existing buildings and new construction are to</p>

	be considered under the same policy criteria.
<p>9. HERITAGE RESOURCES</p> <p>Objective: The preservation, maintenance and enhancement of buildings, areas, streetscapes and conditions which contribute to the heritage character of certain areas of Peninsula North.</p>	
<p>9.3 In order to preserve existing structures which are not registered heritage properties, and to promote new development which reflects the architectural character of existing heritage structures and maintains the streetscapes of Brunswick Street, the city shall, through the land use by-law, identify areas where specific architectural controls, standards for building placement, and criteria for building conversion would be desirable.</p>	<p>The MPS designates this area of Brunswick St. as a heritage area.</p>
<p>9.3.2 In the area identified in the land use by-law pursuant to Policy 9.3 above, a new apartment house with over four dwelling units, or an addition to an existing building which produces an apartment house with over four dwelling units, may be permitted in areas zoned as general residential by development agreement; any such residential development in the area zoned as general residential conversion and townhouse, multiple dwelling, or general business, shall only be by development agreement.</p>	<p>The property is zoned R-2 General Residential. The applicant is proposing to develop a 34 unit apartment building through new construction.</p>
<p>9.3.2.1 In considering agreements pursuant to Policy 9.3.2, Council shall consider the following:</p>	
<p>(a) the building or addition shall complement adjacent properties and uses, particularly any adjacent registered heritage buildings;</p>	<p>The building is designed as though it is 4 separate dwellings which creates a massing and scale that fits with the neighborhood. The style and design of each of the four components is of a Georgian style.</p> <p>The building design of registered heritage</p>

	properties along Brunswick St. varies. Although the proposed Georgian style does not compliment the nearest registered property at 2549 Brunswick St., it does resemble the style of building at 2415 and 2523 Brunswick St.
(b) the impact of vehicle access and egress and parking on adjacent properties and uses shall be minimized;	There will be no alteration in access to parking areas. The building will not include any parking due to the urban location and proximity to a transit hub.
(c) the new development shall complement or maintain the existing heritage streetscape of Brunswick Street, by ensuring that features, including but not limited to the following, are similar to adjacent residential buildings particularly any registered heritage properties in the area identified in the land use by-law pursuant to Policy 9.3 above, on which Council shall specify conditions to be met in the development agreement:	See comments for Section 9.3.2.1(a). The proposed design is similar to neighbouring Brunswick St. Heritage Buildings 2415 and 2523.
(i) architectural design including building forms such as roofs, entrances, porches and dormers;	<p>The proposed multiple unit building is designed in such a way that replicates 4 individual Georgian dwellings. The roofs are mansard which is similar to how the existing buildings were designed.</p> <p>Each “house like” component will have its own distinct colour and each dormer is styled differently.</p> <p>There are six entrances to the building off of Brunswick St.; 4 from each component and 2 through a recessed area that connects the buildings. Features such as “handle set” door knobs and rod iron railings will help add to the historical impression of the buildings.</p>
(ii) height, scale and massing;	The height, scale and massing is appropriate with the area. The building is segmented into 4 sections to replicate 4 individual dwellings. Although the proposed building proposes to

	<p>develop a 3 storey building in an area where there are 2 storey buildings, the proposed building includes a reduced ceiling height making the two buildings similar in height.</p>
<p>(iii) location and style of building details such as doors, windows and exterior walls;</p>	<p>The window size and location seem to be generally consistent with other heritage buildings in the area.</p> <p>There is a 4 inch “box” frame around the door and windows that are consistent with other heritage homes on the property.</p> <p>The proposed dormers for each of the four “house-like” components resemble other dormers on registered properties on Brunswick St.</p>
<p>(iv) front and side yard setbacks;</p>	<p>The building will be constructed to the street line which is consistent with heritage buildings in the area.</p>
<p>(v) building materials.</p>	<p>Building materials are generally of high quality. The building is proposed to be constructed with Cedar and Cape Cod siding, both being appropriate for the area. Cape Cod siding is a wooden siding that is painted at the manufacturer. This prevents the paint from chipping as quickly as usual.</p> <p>All railings will be of rod iron and door handles will be handle sets opposed to knobs.</p>
<p>(d) open space and landscaped areas shall be provided where appropriate;</p>	<p>Amenity spaces include two small court yards located in the centre of the development and the southern end of the development. At least 18 units will include French balconies.</p> <p>The proposed application was reviewed by development services and open space requirements were satisfied.</p> <p>The building is also located close the George Dixon Centre which includes a large park.</p>

<p>(e) other relevant land use considerations which are based on the policy guidance of this Section.</p>	<p>Parking will not be a required component for this application. Due to the urban location and proximity to transit, it is anticipated that this development will attract residents who do not require parking.</p>
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Attachment D - Properties to be Purchased/Sold

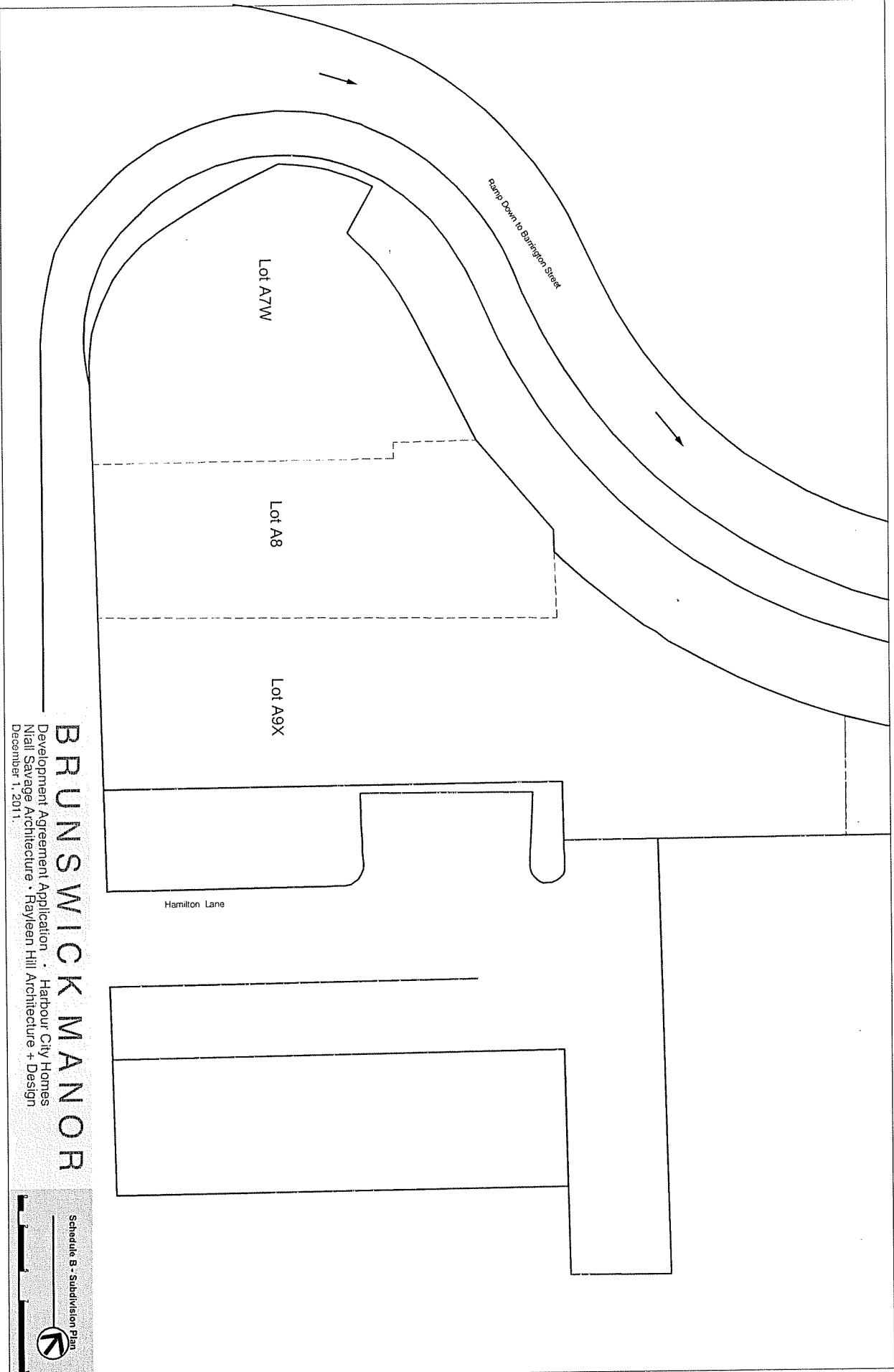
2571-2581 Brunswick Street
Halifax



Survey information extracted from preliminary survey plan, 22 November 2004



Halifax Peninsula
Land Use By-Law Area

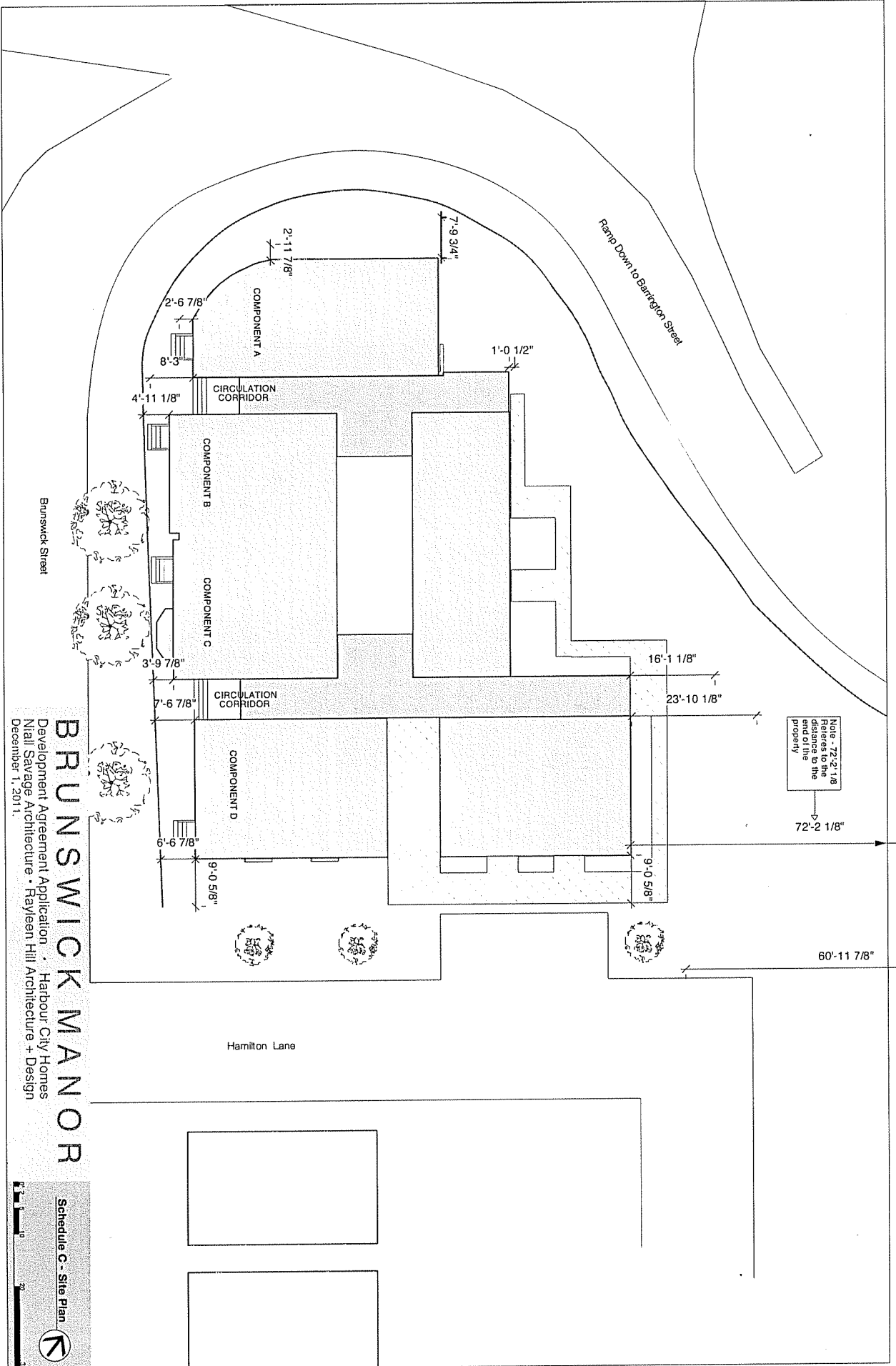
HRM does not guarantee the accuracy
of any representation on this plan



BRUNSWICK MANOR
Development Agreement Application · Harbour City Homes
Niall Savage Architecture · Rayleen Hill Architecture + Design
December 1, 2011

Schedule B - Subdivision Plan



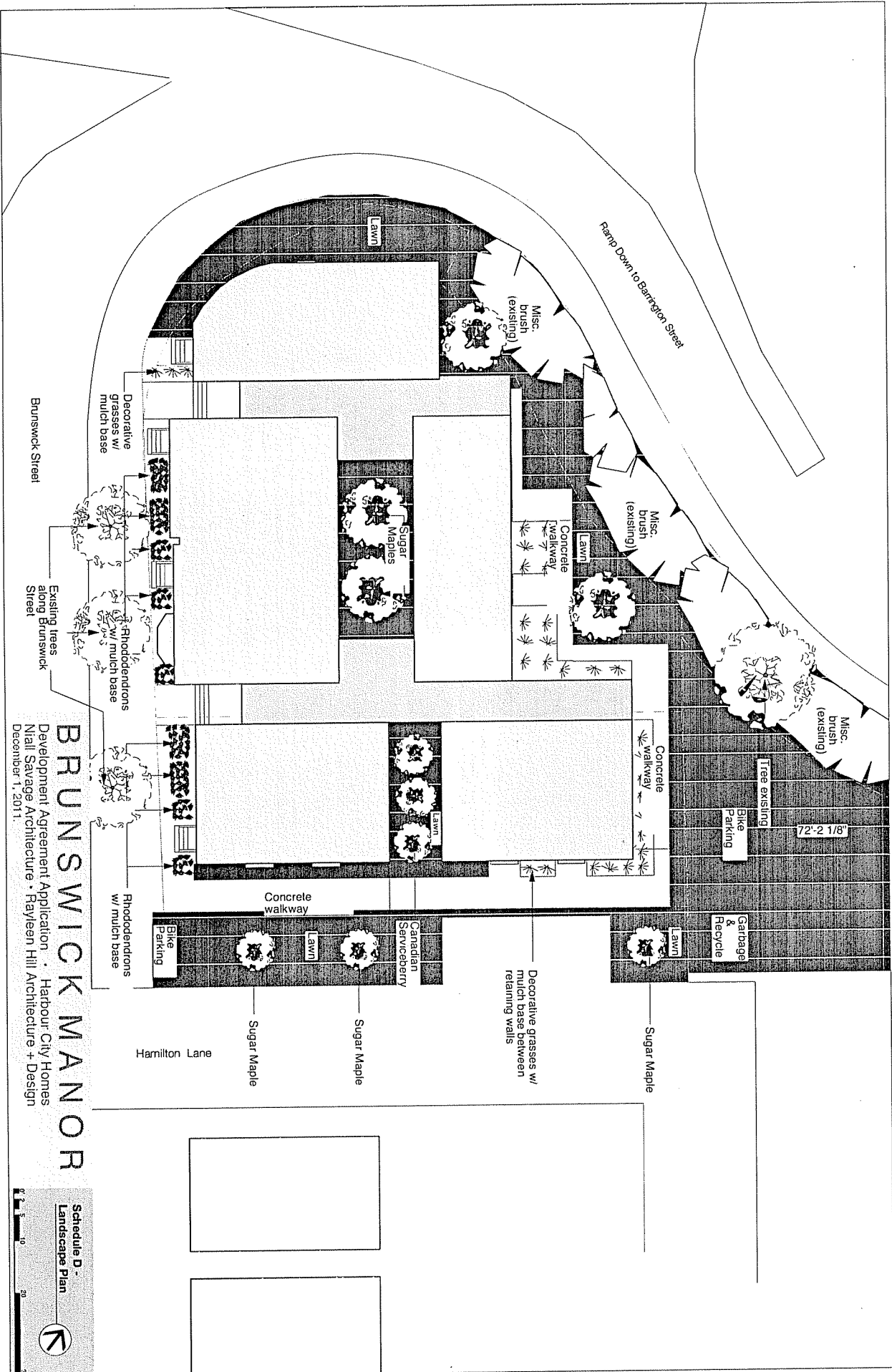


Note - 72'-2 1/8"
Refers to the
distance to the
end of the
property

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December 1, 2011.

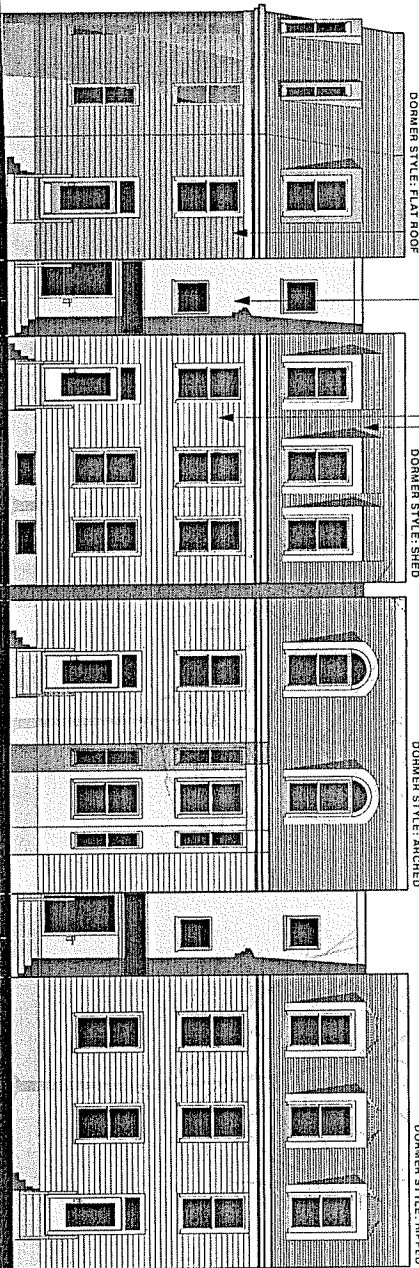
Schedule C - Site Plan

Case 16803 - Schedule C



BRUNSWICK MANOR
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 December 1, 2011

Schedule D -
 Landscape Plan



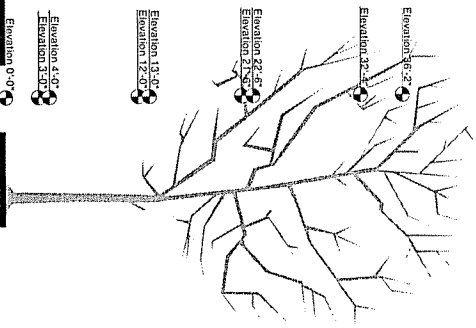
BUILDING COLOUR: BLUE
DORMER STYLE: FLAT ROOF

BUILDING COLOUR: YELLOW
DORMER STYLE: SHED

BUILDING COLOUR: BLUE
DORMER STYLE: ARCHED

BUILDING COLOUR: GREEN
DORMER STYLE: HIPPED

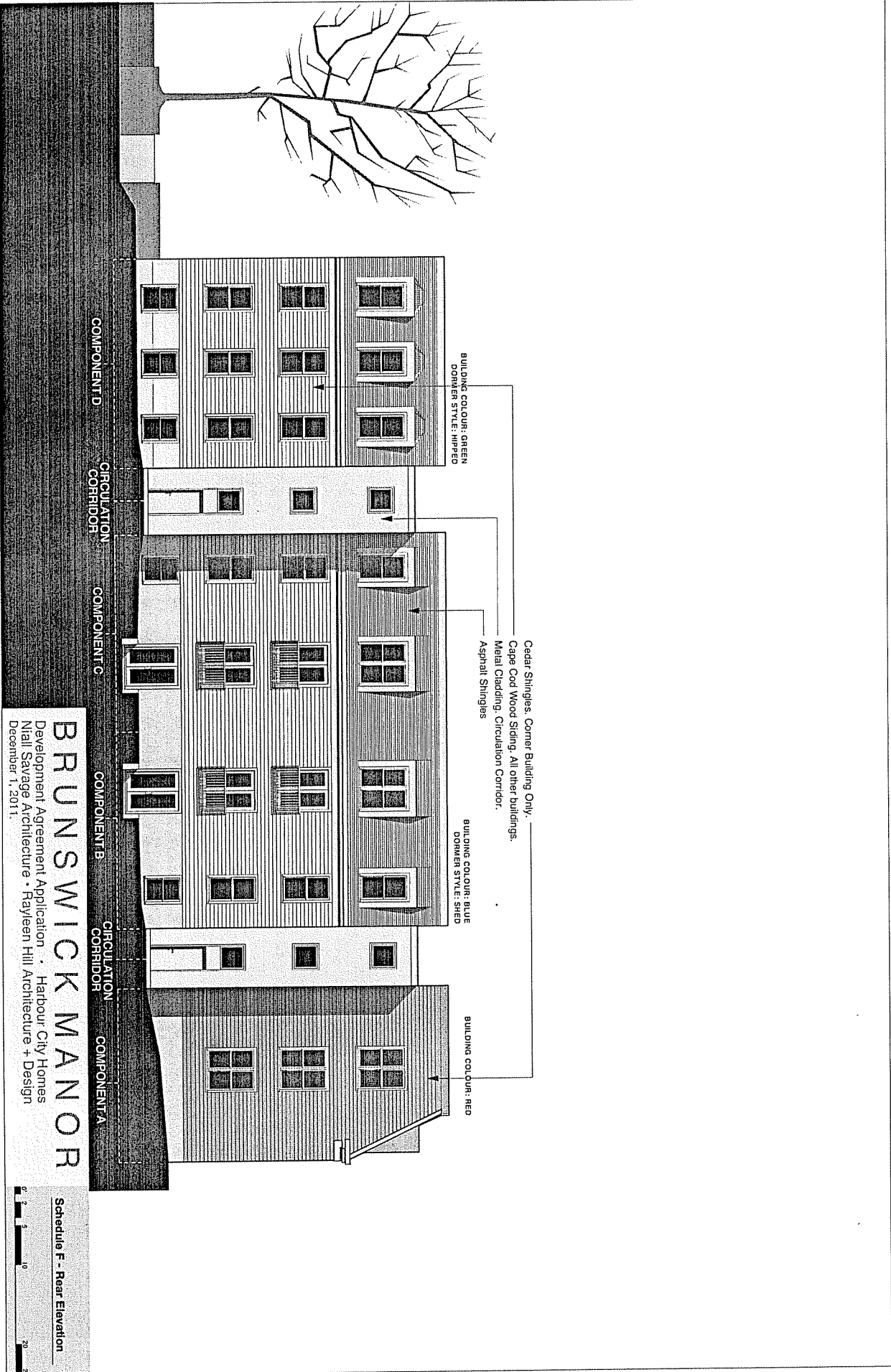
Cedar Shingles, Corner Building Only.
Metal Cladding, Circulation Corridor.
Cape Cod Wood Siding, All other buildings.
Asphalt Shingles



BRUNSWICK MANOR
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December 1, 2011.

Schedule E - Front Elevation
(Facing Brunswick St)





BUILDING COLOUR: GREEN
DORMER STYLE: HIPPED

Cedar Shingles: Corner Building Only.
Cape Cod Wood Siding: All other buildings.
Metal Cladding: Circulation Corridor.
Asphalt Shingles

BUILDING COLOUR: BLUE
DORMER STYLE: SHED

BUILDING COLOUR: RED

COMPONENT D

CIRCULATION CORRIDOR

COMPONENT C

COMPONENT B

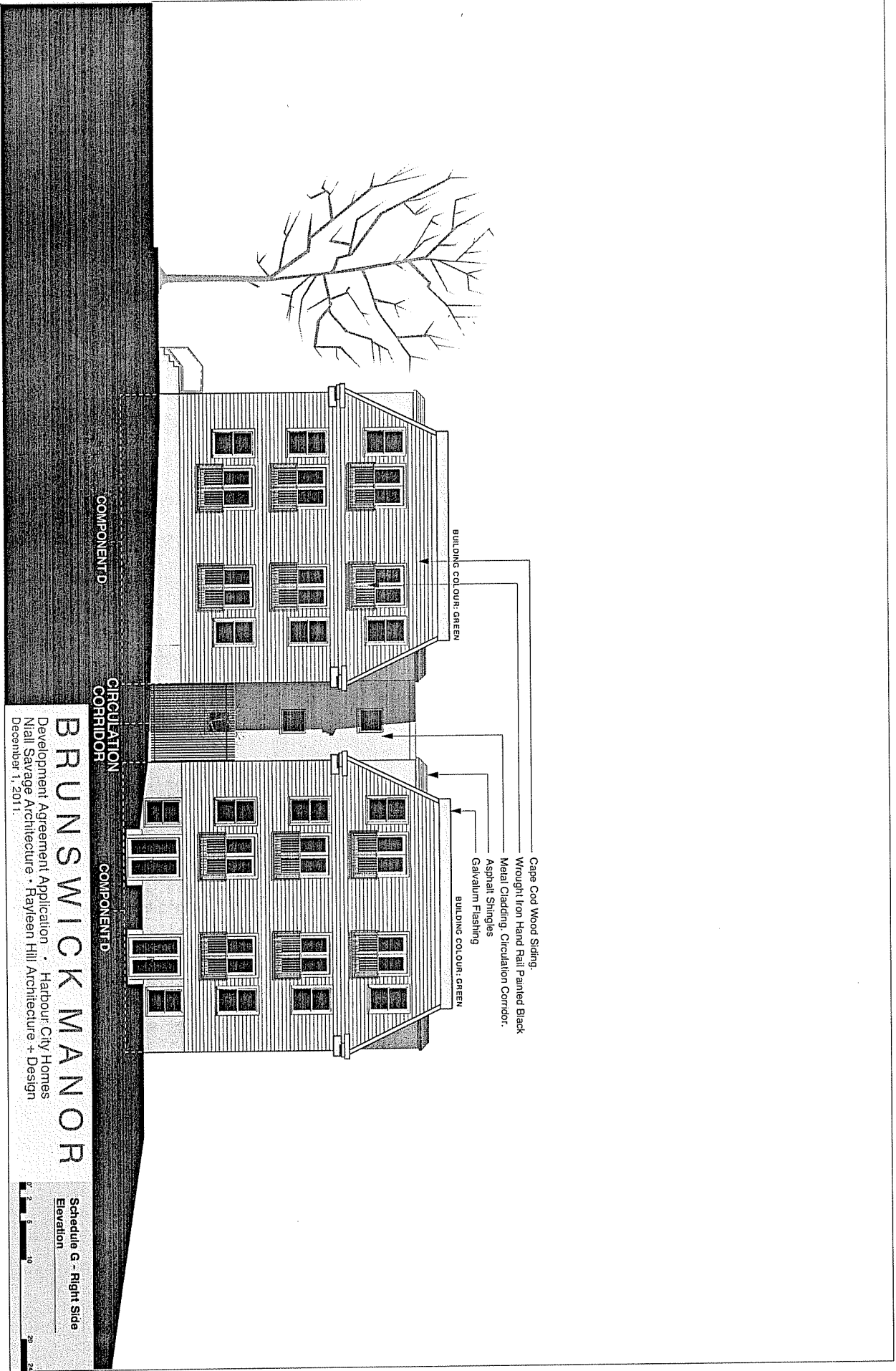
CIRCULATION CORRIDOR

COMPONENT A

BRUNSWICK MANOR
Development Agreement Application • Harbour City Homes
Niall Savage Architecture • Rayleen Hill Architecture + Design
December 1, 2011.

Schedule F - Rear Elevation

Case 16803 - Schedule F



BUILDING COLOUR: GREEN

BUILDING COLOUR: GREEN

- Cape Cod Wood Siding
- Wrought Iron Hand Rail Painted Black
- Metal Cladding, Circulation Corridor.
- Asphalt Shingles
- Galvalum Flashing

COMPONENT D

CIRCULATION CORRIDOR

COMPONENT D

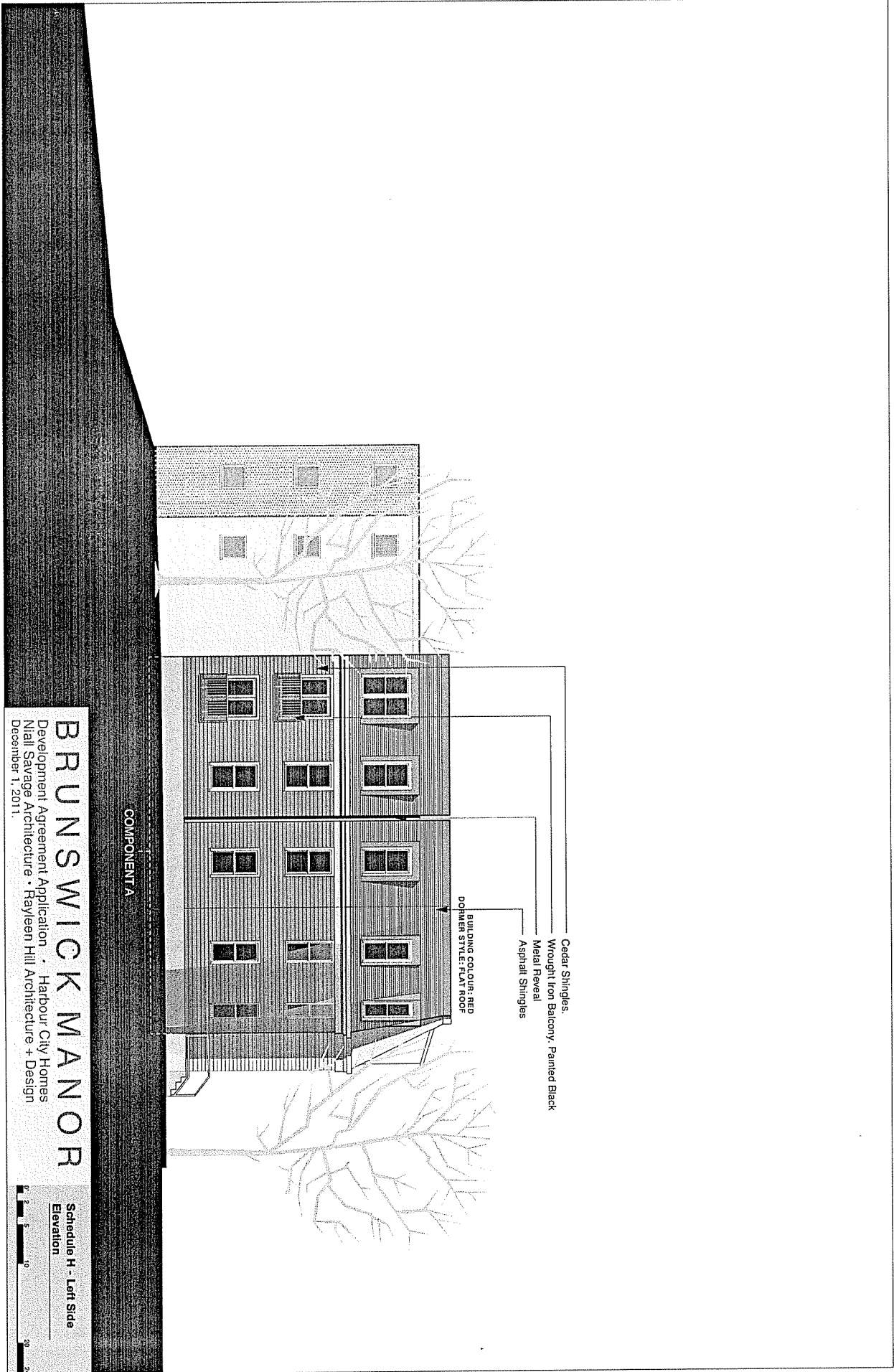
BRUNSWICK MANOR

Development Agreement Application • Harbour City Homes
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 December 1, 2011

Schedule G - Right Side
 Elevation



Case 16803 - Schedule G



- Cedar Shingles.
- Wrought Iron Balcony, Painted Black
- Metal Revail
- Asphalt Shingles

BUILDING COLOUR: RED
DORMER STYLE: FLAT ROOF

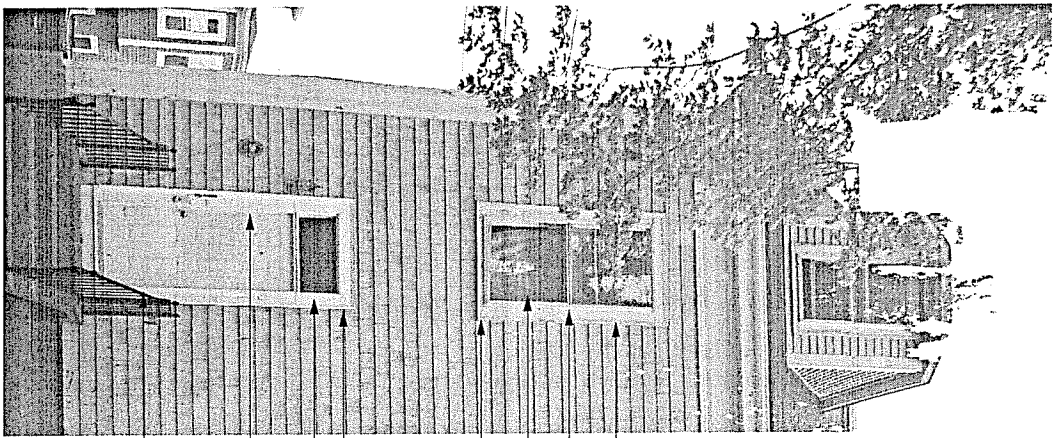
COMPONENTA

BRUNSWICK MANOR
Development Agreement Application • Harbour City Homes
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December 1, 2011

Schedule H - Left Side
Elevation

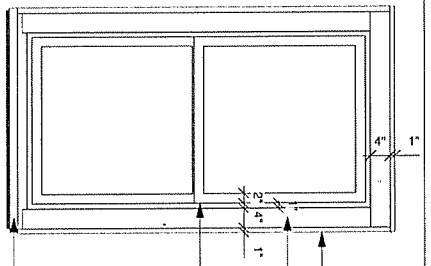


Case 16803 - Schedule H

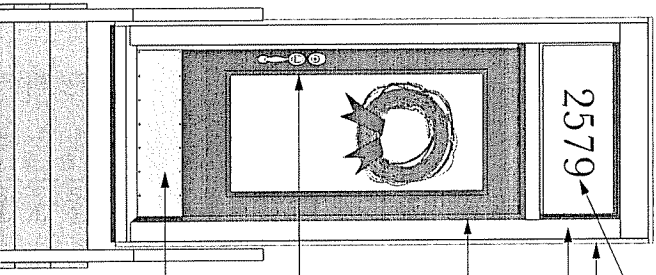


BRUNSWICK STREET PRECEDENT
FOR FACADE DETAILING

- "Box" Frame
- Wood Casing
- Double Hung Windows
- Wood Sill
- "Box" Frame
- Wood Casing
- Door Jamb
- Wrought iron picket handrail and guard - painted black.

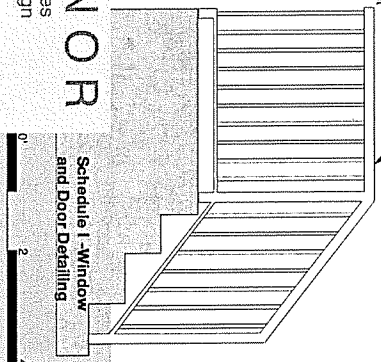


- Cape Cod Wood Siding
- "Box" Frame (3/4" proud of casing)
- Wood Casing
- Double Hung Vinyl Windows w/ vinyl frame with nailing fange and vinyl sash
- Vinyl Sill Extension



- Civic Number in transom of each door
- "Box" Frame
- Wood Casing
- Door jamb
- Wrought iron picket handrail and guard - Painted Black
- Hardware: Elements Handleset Wesslock Kingsway in Brushed Chrome
- Kickplate in Brushed Chrome

BRUNSWICK MANOR
 Development Agreement Application • Harbour City Homes
 Niall Savage Architecture • Rayleen Hill Architecture + Design
 December 1, 2011.



Schedule I - Window
and Door Detailing