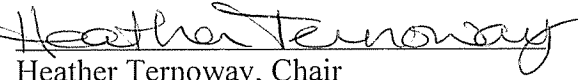


Peninsula Community Council
October 1, 2007

TO: Peninsula Community Council

SUBMITTED BY: 
Heather Ternoway, Chair
District 12 Planning Advisory Committee

DATE: September 25, 2007

SUBJECT: Case 00870 - MPS/ LUB Amendment and Development Agreement for
5784 Charles Street, Halifax

ORIGIN

District 12 Planning Advisory Committee meeting - September 24, 2007

RECOMMENDATION

The District 12 Planning Advisory Committee recommend that Peninsula Community Council:

1. Move Notice of Motion to consider approval of the proposed development agreement to allow for a multiple-unit residential building with commercial space as contained in Attachment B of the staff report dated September 6, 2007, **with an amendment to require that balcony construction be clearly defined in the development agreement and that the under side of the balconies be enclosed**, and schedule a joint public hearing with Regional Council;
2. Recommend that Regional Council give First Reading to the proposed amendments to the Halifax Municipal Planning Strategy and Peninsula Land Use By-law as contained in Attachment A of the staff report dated September 6, 2007 and schedule a joint public hearing with Peninsula Community Council;
3. Recommend that Regional Council adopt the amendments to the Halifax Municipal Planning Strategy and Peninsula Land Use By-law as contained in Attachment A of the staff report dated September 6, 2007.

Contingent upon the amendments being approved by Regional Council and becoming effective pursuant to the requirements of the *Municipal Government Act*, it is further recommended that the District 12 Planning Advisory Committee recommend that Peninsula Community Council:

1. Approve the proposed development agreement as contained in Attachment B of the staff report dated September 6, 2007, **with an amendment to require that balcony construction be clearly defined in the development agreement and that the under side of the balconies be enclosed**; and

2. Require that the development agreement be signed and returned within 120 days, or any extension thereof granted by Community Council on request of the Applicant, from the date of final approval by Community Council or any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

ATTACHMENT:

Staff report dated September 6, 2007

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

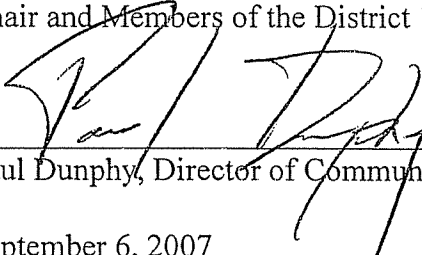
Report prepared by: Gail Harnish, Admin/PAC Coordinator, 490-4937



PO Box 1749
Halifax, Nova Scotia
B3J3A5 Canada

District 12 Planning Advisory Committee
September 24, 2007

TO: Chair and Members of the District 12 Planning Advisory Committee

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: September 6, 2007

SUBJECT: Case 00870 - MPS/ LUB Amendment and Development Agreement for
5784 Charles Street, Halifax

ORIGIN

Request by Studioworks International Inc., on behalf of Dave's Bottle Exchange Ltd., to amend the Halifax Municipal Planning Strategy and Land Use By-law to permit a multiple-unit residential building with commercial space at 5784 Charles Street, Halifax, by development agreement.

RECOMMENDATION

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

1. Move Notice of Motion to consider approval of the proposed Development Agreement as contained in Attachment B to allow for a multiple-unit residential building with commercial space, and schedule a joint public hearing with Regional Council;
2. Recommend that Regional Council give First Reading to the proposed amendments to the Halifax Municipal Planning Strategy and Peninsula Land Use By-law as contained in Attachment A and schedule a joint public hearing with Peninsula Community Council;
3. Recommend that Regional Council adopt the amendments to the Halifax Municipal Planning Strategy and Peninsula Land Use By-law as contained in Attachment A.

Recommendations continue on next page.

Contingent upon the amendments being approved by Regional Council and becoming effective pursuant to the requirements of the *Municipal Government Act*, it is further recommended that the District 12 Planning Advisory Committee recommend that Peninsula Community Council:

1. Approve the proposed development agreement; and
2. Require that the development agreement be signed and returned within 120 days, or any extension thereof granted by Community Council on request of the Applicant, from the date of final approval by Community Council or any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Location, Designation and Zoning:

The site is located at the northern end of the block bounded by Agricola, Charles, John and West Streets, Halifax (see Maps 1 and 2). The site is approximately 7,400 square feet in area and comprises four separate parcels (PIDs # 00151431, 00151449, 00151662 and 00151670). The first three parcels are designated for Major Commercial development on the Generalized Future Land Use Map of the Municipal Planning Strategy (Section XI, Peninsula North Secondary Planning Strategy) and are zoned C-2 (General Business). The fourth parcel (PID # 00151670), at the intersection of Charles and John Streets, is designated for Medium Density Residential development and is zoned R-2 (General Residential). Building height limitations in the Land Use By-law are 50 feet for the C-2 zoned parcels and 35 feet for the R-2 zoned parcel.

Synopsis of Proposed Development: The proposal is to demolish the existing building, consolidate all four properties and construct a multiple-unit residential building containing 15 dwelling units with a small, 2-level commercial space fronting on Agricola Street (see Attachment B, Schedules B through J).

History of the Property: The site has been operated as a bottle exchange and transport facility since 1970. Prior to that, the site was occupied by a variety of uses, including automotive repair. The facility was also licensed as an Enviro-Depot (through the Resource Recovery Fund Board) from the mid-1990s until mid-2003. Although the facility still operates as a bottle exchange, its main focus is on the off-site transportation (trucking) of bottles, primarily for the Nova Scotia Liquor Corporation.

DISCUSSION

The proposal represents a comprehensive redevelopment of a "brownfield" site within the urban core. This redevelopment may otherwise be prohibitive without an amendment to the MPS, due to the mixture of land use designations and zoning requirements for the subject properties.

Environmental remediation of the site will be subject to the requirements of N.S. Environment and Labour.

When compared against the provisions of the R-3 (Multiple Dwelling) Zone, the residential portion of the building does not entirely meet some of the Land Use By-law requirements, but exceeds others. On balance, the proposal will meet the needs of the building occupants and maintain the character of the surrounding neighbourhood. The following provides a comparison between the proposal and the LUB requirements:

- The net lot area is approximately 7,400 square feet versus the LUB's 8,100 square foot minimum lot size;
- As the proposed building would be built to the lot lines, the LUB requirements for minimum building setback (10 feet) and angle controls (rear property line) will not be met. However, the building will maintain the streetwall and the urban character of the neighbourhood;
- Due to the small dwelling unit size and number of units, population density will be well below the maximum permitted under the LUB (250 persons per acre of gross lot area);
- The building includes recreational amenity space in the form of outdoor terraces which are accessible to the tenants. This type of amenity space does not meet the technical definition of "landscaped open space" as required by the LUB, but serves to meet the intent of the provision. In addition, requirements for landscaping of these spaces are included in the draft agreement (Attachment B, Section 2.6) to ensure a minimum level of landscaping features (decorative seating, garbage receptacles, planters and trees) so that the tenants are readily able to make use of these spaces;
- The building provides 10 vehicular parking stalls, one of which will be a mobility disabled space, while the LUB requires one space for each dwelling unit. The project will meet or exceed the designated bicycle parking requirements. Due to the site's proximity to the downtown and transit routes, this combination of vehicular and bicycle parking is reasonable for the proposed use.

The exterior building materials are proposed to be Hardie Board planks / panels and stone cladding, with metal balcony handrails. The draft development agreement contains requirements for architectural detailing (corner boards, frieze and water table boards) and exterior colors. Colors will be of or similar to the "Historical Colours of Newfoundland" palettes of the Heritage Foundation of Newfoundland and Labrador. The use of multiple colours will be implemented to provide the appearance of multiple buildings and to relate to the surrounding context (Attachment B, Section 2.5).

The proposal has been revised since it's initial submission to include a partial fourth floor and the commercial space fronting on Agricola Street. All but one of the dwelling units will now be 2-level units. The proposed number of units has decreased by one for a total of 15. The building height drops down to three floors (approximately 35 feet high) in close proximity to John Street to reflect the scale of the adjacent residential neighbourhood.

The project is unique in terms of it's design and amenities and represents a reasonable redevelopment of a brownfield site which is compatible with the surrounding neighborhood. Staff therefore recommend the attached amendments to the MPS/LUB and development agreement.

Public Consultation

A Public Meeting was held on October 11, 2006, and the minutes are attached (Attachment C). The area of notification to be used should a Public Hearing be held is shown on Map 1. One concern raised at the meeting was the traffic impact of the proposed development. Staff have determined that, due to the low dwelling unit count and the location of the parking ramp off John Street, (which has a lower traffic volume than Agricola and Charles Streets and therefore can better absorb an increase in vehicles) there will be no adverse impacts of traffic on the neighbourhood.

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 and the work 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, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating Reserves, as well as any relevant legislation.

ALTERNATIVES

1. Halifax Regional Council may choose to approve the requested amendments to the Municipal Planning Strategy and Peninsula Land Use By-law. This is the recommended course of action.
2. Halifax Regional Council may choose to refuse the requested amendments to the Municipal Planning Strategy and Peninsula Land Use By-law. Regional Council is under no obligation to consider a request to amend its MPS and a decision not to amend the MPS cannot be appealed. This alternative is not recommended, as staff feels that the proposed residential/commercial development is an appropriate use of this site.
3. Peninsula Community Council may choose to approve the proposed development agreement appended as Attachment B to permit the multiple-unit apartment building with commercial space. This is the recommended course of action.

4. Peninsula Community Council may choose to refer the case back to staff with specific changes to modify the development agreement.
5. Peninsula Community Council may choose to refuse the proposed development agreement. This is not recommended for the reasons cited above. Reasons must be provided for a refusal.

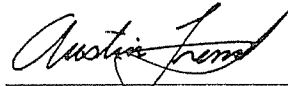
ATTACHMENTS

Map 1	Location and Zoning
Map 2	Generalized Future Land Use
Attachment A	Proposed Amendments to the Halifax MPS and LUB
Attachment B	Proposed Development Agreement with Schedules
Attachment C	Minutes of the October 11, 2006, Public Information Meeting
Attachment D	Extracts from the Municipal Planning Strategy and the Peninsula Land Use By-law

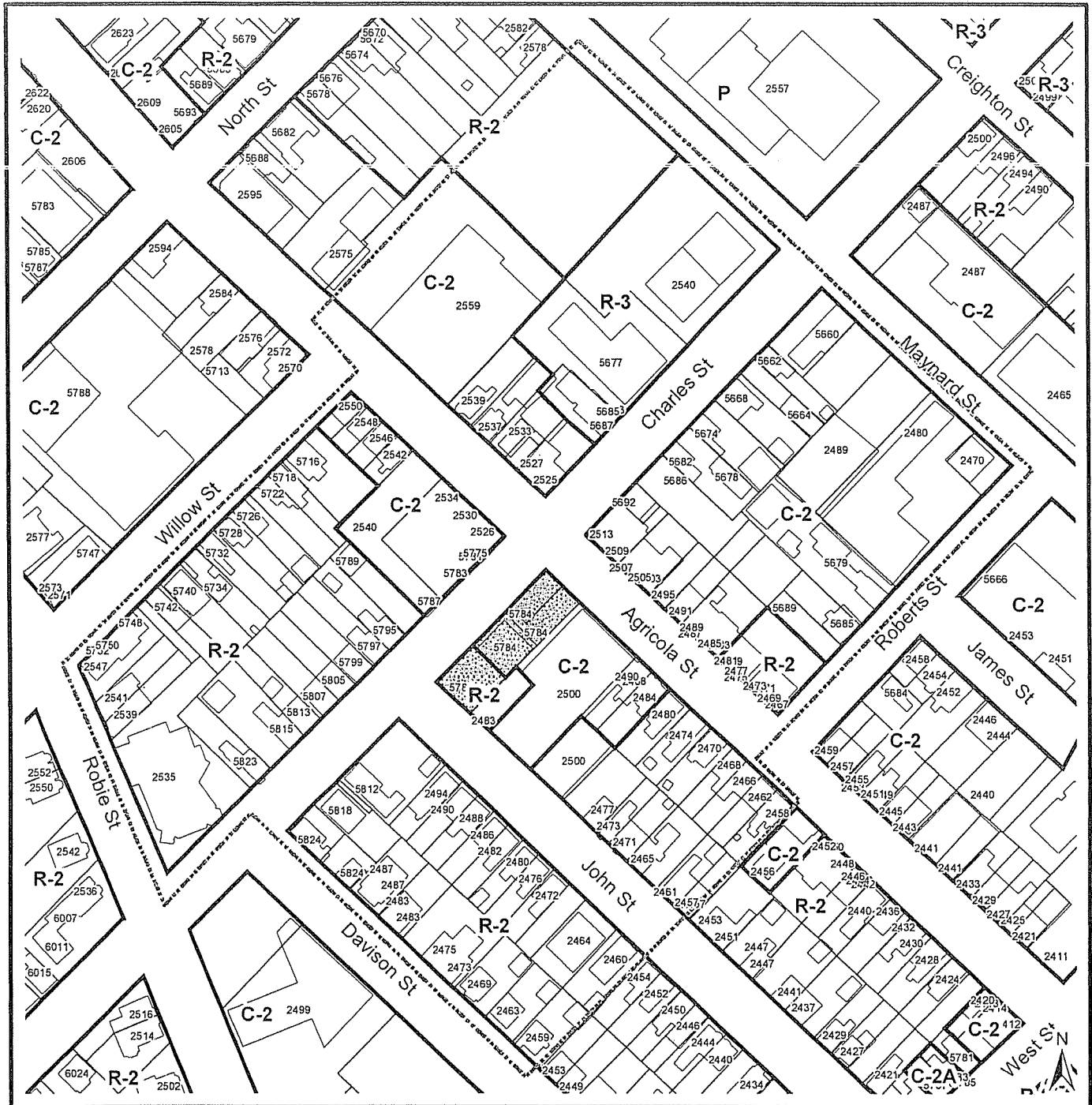
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Paul Sampson, Planner I, Community Development, 490-6259

Report Approved by:





Austin French, Manager, Planning Services, 490-6717



Map 1: Location and Zoning

5784 Charles Street
Halifax

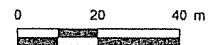
-  Subject property
-  Area of notification

Halifax Peninsula
Land Use By-Law Area

Zone

- R-2 General Residential
- R-3 Multiple Dwelling
- C-2 General Business
- C-2A Minor Commercial
- P Park and Institutional

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES




This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Peninsula Land Use By-Law Area

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



Map 2 - Generalized Future Land Use

5784 Charles Street
Halifax

 Subject property

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 20 m



Halifax Plan Area
Peninsula North Secondary Plan Area

Designation

- MDR Medium Density Residential
- HDR High Density Residential
- MJC Major Commercial

This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Halifax Plan Area

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

ATTACHMENT A

PROPOSED AMENDMENTS TO THE HALIFAX MPS AND LUB

1. Proposed Amendments to the Halifax Municipal Planning Strategy

Insert the following policies after Policy 1.8.3 of Section XI (Peninsula North Secondary Planning Strategy - Residential Environments) of the Halifax Municipal Planning Strategy:

- 1.9 For the properties known as Civic No. 5784 Charles Street (Dave's Bottle Exchange - PID No. 00151431, 00151449, 00151662 and 00151670), notwithstanding the Medium Density Residential designation, the Municipality may permit a multiple-unit residential building with commercial space which is not permitted by the land use designation and zone (LUB) requirements by development agreement.

- 1.9.1 Any development permitted pursuant to Policy 1.9 shall be compatible with the surrounding area and this shall be achieved by attention to a variety of factors for which conditions may be set out in the development agreement, such as but not limited to:

- (a) the adequacy of the servicing capacity of the site;
- (b) the architectural design of the building including building materials and colour;
- (c) the scale of the building in relation to the scale of those on John Street and the surrounding neighborhood;
- (d) safe access to the site and building;
- (e) the adequacy of combined vehicular and bicycle parking facilities; and
- (f) the provision of above-grade recreational open spaces for the residents.

2. Proposed Amendments to the Halifax Peninsula Land Use By-law

Add subsection (i) to section 98(1) of the Halifax Peninsula Land Use By-law to read as follows:

5784 Charles Street (PID # 00151431, 00151449, 00151662 and 00151670)

- (i) permit a multiple-unit residential building with commercial space in accordance with Policy 1.9.

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 and use of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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 HRM 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.

1.4 Conflict

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.

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 regulations, by-laws or codes applicable to any 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 AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop the lands for a multiple-unit residential apartment building with associated commercial uses in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedules B to J inclusive attached to this agreement and the plans numbered 00870-001 to 00870-009 inclusive filed in the Halifax Regional Municipality as Case Number 00870.

The schedules are:

Schedule A	Legal Description of the Lands	
Schedule B	Parking Level Floor Plan	Plan # 00870-001
Schedule C	Main Floor Plan	Plan # 00870-002
Schedule D	Second Floor Plan	Plan # 00870-003
Schedule E	Third Floor Plan	Plan # 00870-004
Schedule F	Fourth Floor Plan	Plan # 00870-005
Schedule G	Site Plan / Project Calculations	Plan # 00870-006
Schedule H	North Elevation	Plan # 00870-007
Schedule I	East and West Elevations	Plan # 00870-008
Schedule J	South Elevation	Plan # 00870-009

2.2 Requirements Prior to Approval

2.2.1 Prior to the issuance of a Construction Permit, the Developer shall provide to the Development Officer, unless otherwise stated by the Municipality, a Landscaping Plan in accordance with Section 2.6 of this agreement.

2.2.2 Prior to the issuance of any Municipal Occupancy permit, the Developer shall provide to the Development Officer, unless otherwise stated by the Municipality, Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to this Agreement.

2.2.3 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.

2.3 General Description of Land Use

2.3.1 The use of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are as follows:

- A multiple-unit residential building, including open spaces and underground parking; and
- Commercial space fronting on Agricola Street .

2.4 Detailed Provisions for Land Use

2.4.1 The proposed development shall comply with the requirements of the Land Use By-law for Halifax Peninsula with the exception of the requirements for vehicular parking (Section 6), minimum lot size [47(1)], setbacks / angle controls [47(2) through 47(5)] and open space/landscape open space [48(2)].

2.4.2 Commercial uses within the space fronting on Agricola Street, as shown on the attached Schedules, shall be permitted subject to the provisions of the General Business (C-2) Zone, Land Use By-law for Halifax Peninsula.

2.4.3 The Development Officer may approve minor modifications to the building, including the architectural design of the building such as facade features and the type of exterior materials, provided such modifications are minor in nature and, in the opinion of the Development Officer, further enhance the appearance of the building and lands.

2.4.4 The Developer shall be entitled to modify the internal floor plans and the number of residential units provided the exterior appearance of the building is not affected.

2.4.5 The underground parking area shall be generally as illustrated on Schedule B (Plan # 00870-001). A minimum of 8 bicycle parking spaces shall be provided.

2.5 Architectural Requirements

2.5.1 Exterior building materials shall resemble or include an expression of traditional painted wood vernacular. This may include the use of Hardie board planks / panels or an acceptable equivalent in the opinion of the Development Officer. The exterior shall not include vinyl siding or exposed treated lumber. Stone cladding may include cut or random stone, stone tile or veneer with exposed face to simulate natural stone.

- 2.5.2 Exterior colors shall be of or similar to the "Historical Colours of Newfoundland" palettes of the Heritage Foundation of Newfoundland and Labrador (as found in Municipal Case #00870 or http://www.heritagefoundation.ca/docs/historic_paint.pdf, accessed Sept. 11, 2007). The use of multiple colours shall be implemented to provide the appearance of multiple buildings and to relate to the surrounding context. This shall be achieved by altering the colour of the facade in increments of no greater than 40 feet in width so that the building facade on Charles Street contains, at a minimum, 4 separately distinct colours, exclusive of the colours of architectural detailing.
- 2.5.3 Architectural detailing shall include corner boards, frieze and water table boards generally as shown on the elevation drawings. This architectural treatment shall be continued around all sides of the building. This detailing shall be painted a different colour or hue than that of the adjacent surface colour.
- 2.5.4 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.
-
- 2.5.5 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design and/or screened from public view.
- 2.5.6 The roof top and balcony fencing/handrails shall be of decorative metal complementary to the building. **The underside of private balconies shall be enclosed and finished.**
- 2.6 **Landscaping**
- 2.6.1 A detailed Landscape Plan prepared by a Landscape Architect (that is a full member, in good standing, of Canadian Society of Landscape Architects) shall be submitted with the application for Development Permit. The landscape plan shall provide details of the rooftop landscaped open areas and "garden" open spaces as shown on the attached Schedules C, E and F. The plan shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features (benches, etc.) and details with regard to all landscaping/plant materials.
- 2.6.2 The Developer shall provide a minimum of 4 decorative benches, 4 decorative planters or pots of sufficient size to each accommodate a small decorative tree, 4 deciduous and/or coniferous trees and one decorative garbage receptacle on each level containing open space (Schedules C, E and F). Landscaping features and site furnishings shall be either permanently affixed to the structure or suitably weighted to ensure their permanence.
- 2.6.3 It is the responsibility of the Developer to ensure that the building is designed to be capable of supporting loads from the weight of the decorative planters/pots, including the anticipated mature weight of the plant material, as well as all other landscaping features.

- 2.6.4 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 2.6.5 Notwithstanding the above the Occupancy Permit may be issued provided the Developer supplies security in the amount of 110 per cent of the estimated cost to complete the landscaping. 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 security 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 security. The security or any unused portion thereof shall be returned to the Developer upon completion of the work and its certification.

2.7 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, 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 removal/salting of walkways and driveways.

2.8 Archaeological Monitoring and Protection

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

2.9 Environmental Remediation

The Developer agrees to comply with the legislation, regulations and guidelines of the Province of Nova Scotia with regard to the management of contaminated sites and environmental remediation of the lands.

3.0 STREETS AND MUNICIPAL SERVICES

3.1 General Provisions

- 3.1.1 All construction shall satisfy the Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

3.1.2 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.

3.1.3 The building shall include designated internal space for three 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.

4.0 AMENDMENTS

4.1 Substantive Amendments

Amendments to any matters not identified under Section 4.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

4.2 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Peninsula Community Council.

- (a) The granting of an extension to the date of commencement of construction as identified in Section 6.3.1 of this agreement;
- (b) The length of time for the completion of the development as identified in Section 6.3.3 of this agreement;
- (c) Changes to the architectural requirements/details and/or changes to the exterior architectural appearance of the building, as shown on the attached schedules or as detailed in Section 2.5 provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are minor in nature;
- (d) Changes to the landscaping as shown on the schedules or as detailed in Section 2.6 which, in the opinion of Council, are minor in nature.

5.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

5.1 Enforcement

The Developer agree 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 allow for such an inspection during any reasonable hour within one day of receiving such a request.

5.2 Failure to Comply

If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, 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 defense based upon the allegation that damages would be an adequate remedy; and/or
- (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 development 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 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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement; and/or

6.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 Registration

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

6.2 Subsequent Owners

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

6.3 Commencement of Development

6.3.1 In the event that construction on the Lands has not commenced within three years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

6.3.2 For the purposes of this section, commencement shall mean the issuance of a Construction Permit.

6.3.3 If the Developer fails to complete the development, or after five years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, whichever time period is less, 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.

6.4 Completion of development

Upon the completion of the development or portions thereof, or within/after five years from the date of registration of this Agreement with the Registry of Deeds or Land Registration Office, whichever time period is less, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2007.

SIGNED, SEALED AND DELIVERED) DAVE'S BOTTLE EXCHANGE LIMITED
in the presence of)
_____) Per: _____
)
)
) Per: _____
)
)

SEALED, DELIVERED AND)
ATTESTED to by the proper)
~~signing officers of Halifax Regional~~) ~~HALIFAX REGIONAL MUNICIPALITY~~
Municipality duly authorized)
in that behalf in the presence) Per: _____
of) MAYOR
_____)
) Per: _____
) MUNICIPAL CLERK

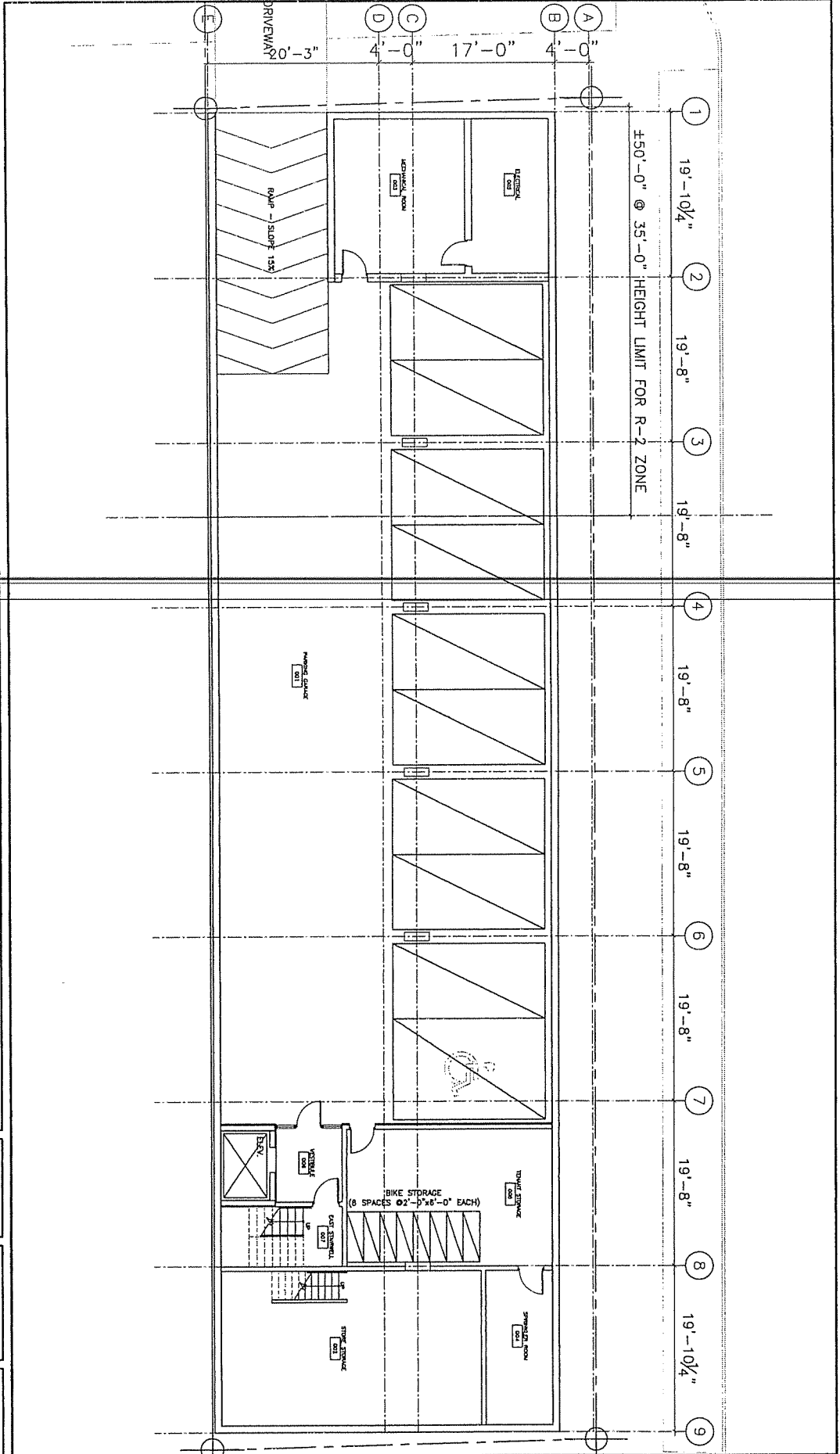
STUDIO WORKS
 INTERNATIONAL, L.L.C.
 1000 ...
 ...
 ...

PROJECT: PB0401 CHARLES STREET APARTMENTS
 DRAWING: PARKING LEVEL FLOOR PLAN
 LOCATION: 5784 CHARLES STREET, HALIFAX, N.S.

SCHEDULE B
 PLAN # 00870-001

SCALE: N.T.S.
 DATE: FEB 2007
 DRAWN: MG
 PROJ: PB0401

DWG NO: A1
 REV: REV



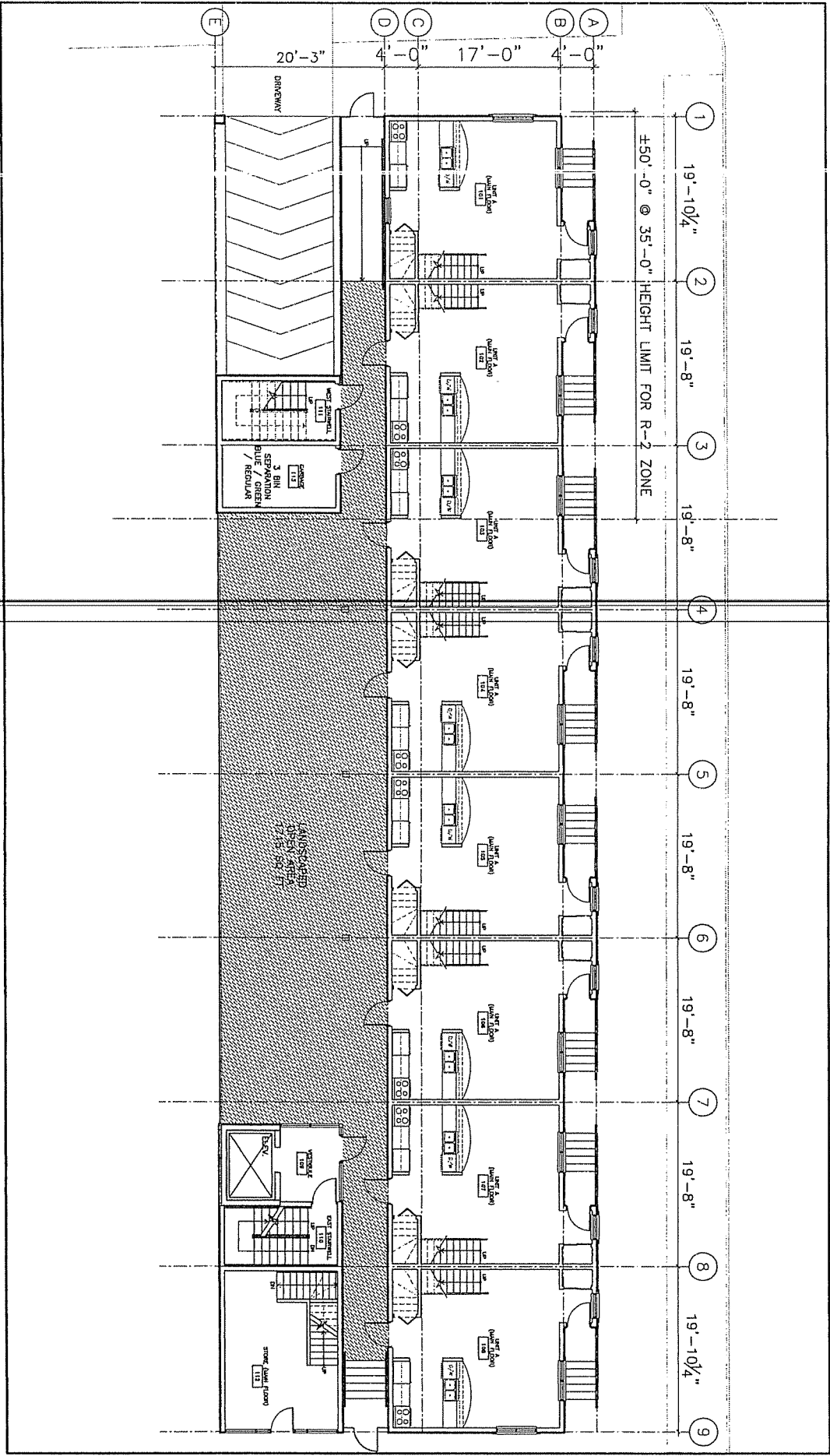
STUDIO WORKS
 INTERNATIONAL LTD.
 1000 WEST 10TH AVENUE
 SUITE 200
 CALGARY, ALBERTA T2C 1K1
 TEL: (403) 243-1111
 FAX: (403) 243-1112
 WWW.STUDIOWORKS.COM

1116
 PB0401 CHARLES STREET APARTMENTS
 MAIN FLOOR PLAN
 location 5784 CHARLES STREET, HALIFAX, N.S.

SCHEDULE C
 PLAN # 00870-002

scale N.T.S.
 date FEB 2007
 drawn MJS
 proj. PB0401

diag. no. A1b
 rev. REV



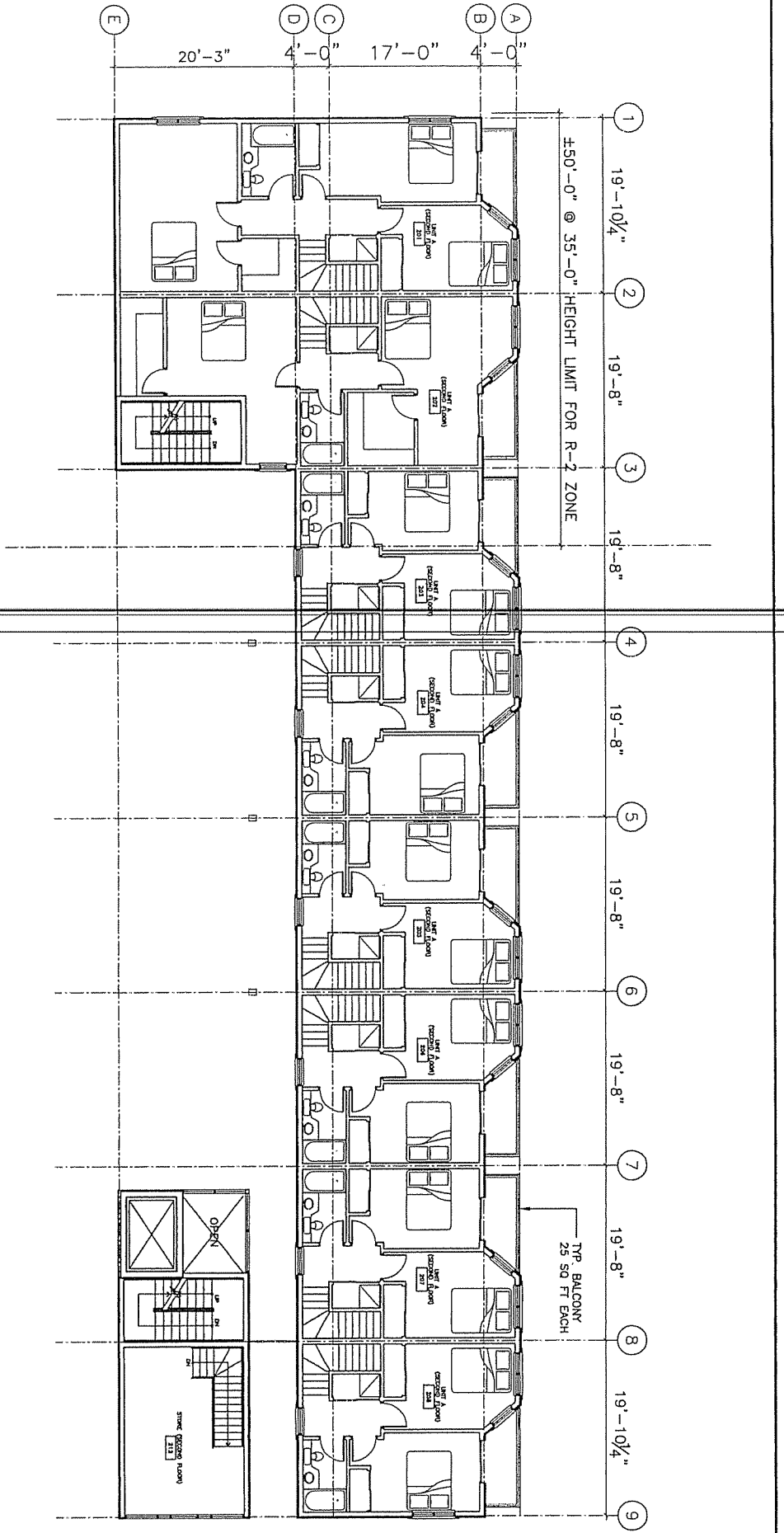
STUDIO WORKS
 ARCHITECTURAL FIRM
 1000 University Ave., Suite 1000
 Halifax, NS B3H 2R9
 Tel: (902) 421-1234
 Fax: (902) 421-1235
 www.studioworks.ca

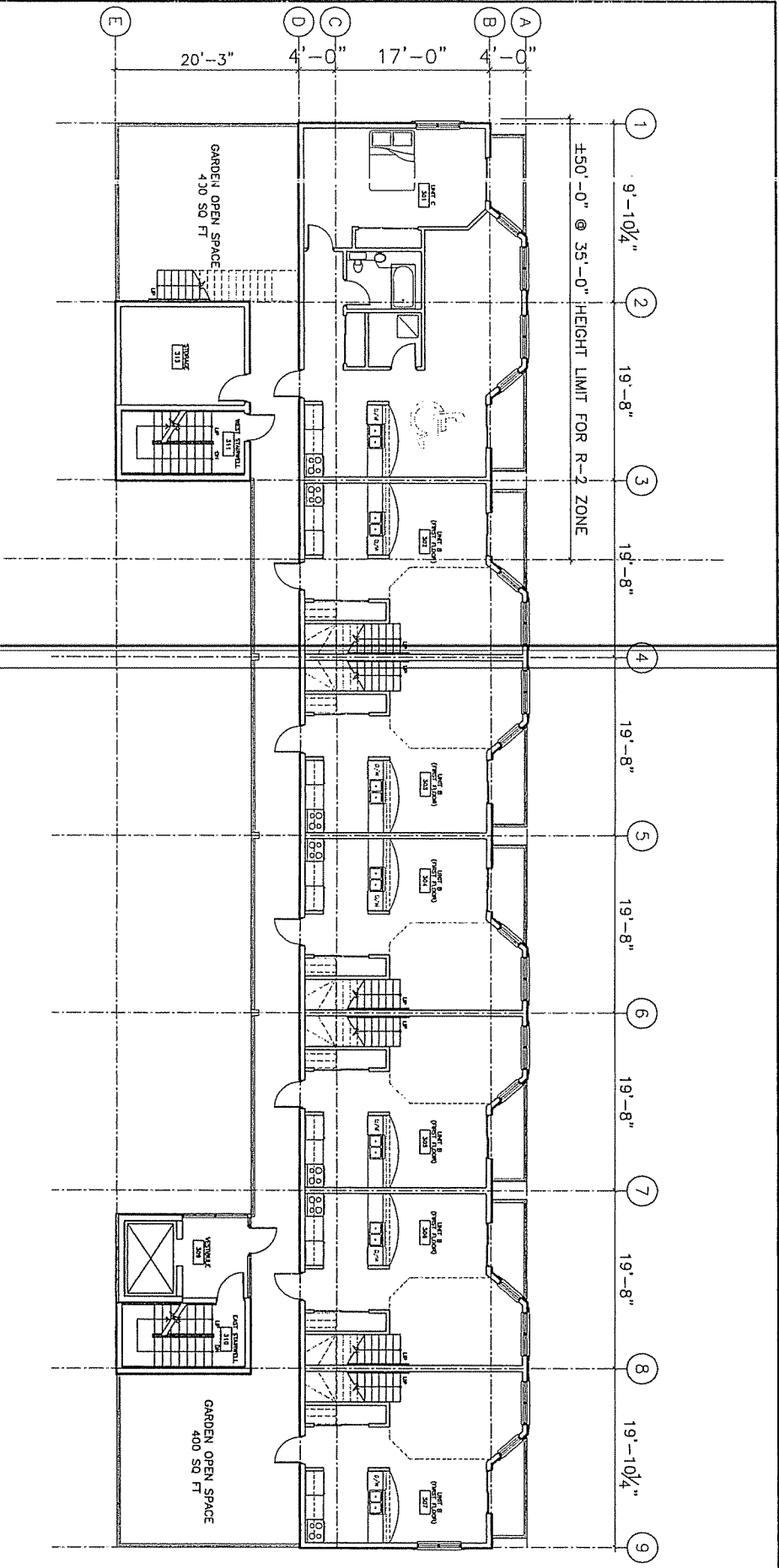
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PB0401 CHARLES STREET APARTMENTS
SECOND FLOOR PLAN
 location
5784 CHARLES STREET, HALIFAX, N.S.

SCHEDULE D
PLAN # 00870-003

scale
 N.T.S.
 date
 FEB 2007
 drawn
 MJC
 proj.
 PB0401

dwg no.
A2
 rev. REV





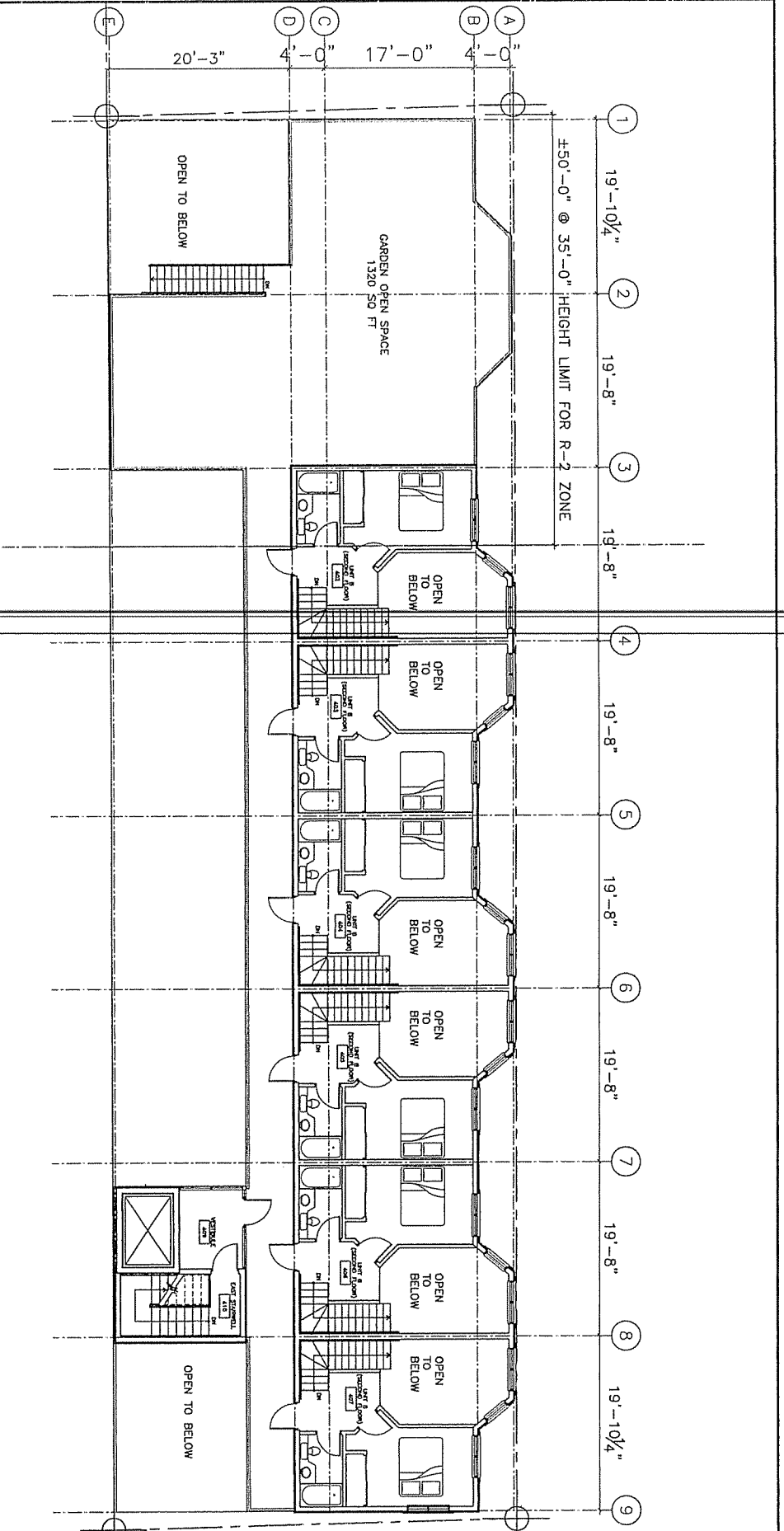
STUDIO 4 WORKS
 INTERNATIONAL, L.L.C.
 ARCHITECTS
 1000 CHARLES STREET, SUITE 200
 HALIFAX, N.S. B3H 2Y2
 TEL: (902) 421-1111
 FAX: (902) 421-1112
 WWW: www.studio4works.com

ID# PB0401 CHARLES STREET APARTMENTS
 THIRD FLOOR PLAN
 location 5784 CHARLES STREET, HALIFAX, N.S.

SCHEDULE E
 PLAN # 00870-004

scale	N.T.S.
date	FEB 2007
drawn	MG
proj.	PB0401

dwg no. A2b
 rev. REV



STUDIO WORKS
 ARCHITECTURAL
 1000 University Ave.
 Halifax, NS B3H 2R9
 Tel: (902) 421-1111
 Fax: (902) 421-1112
 www.studioworks.ca

Site: PB0401 CHARLES STREET APARTMENTS
 FOURTH FLOOR PLAN
 Location: 5784 CHARLES STREET, HALIFAX, N.S.

SCHEDULE F
 PLAN # 00870-005

Scale: N.T.S.
 Date: FEB 2007
 Drawn: MG
 P/B: PJB/01

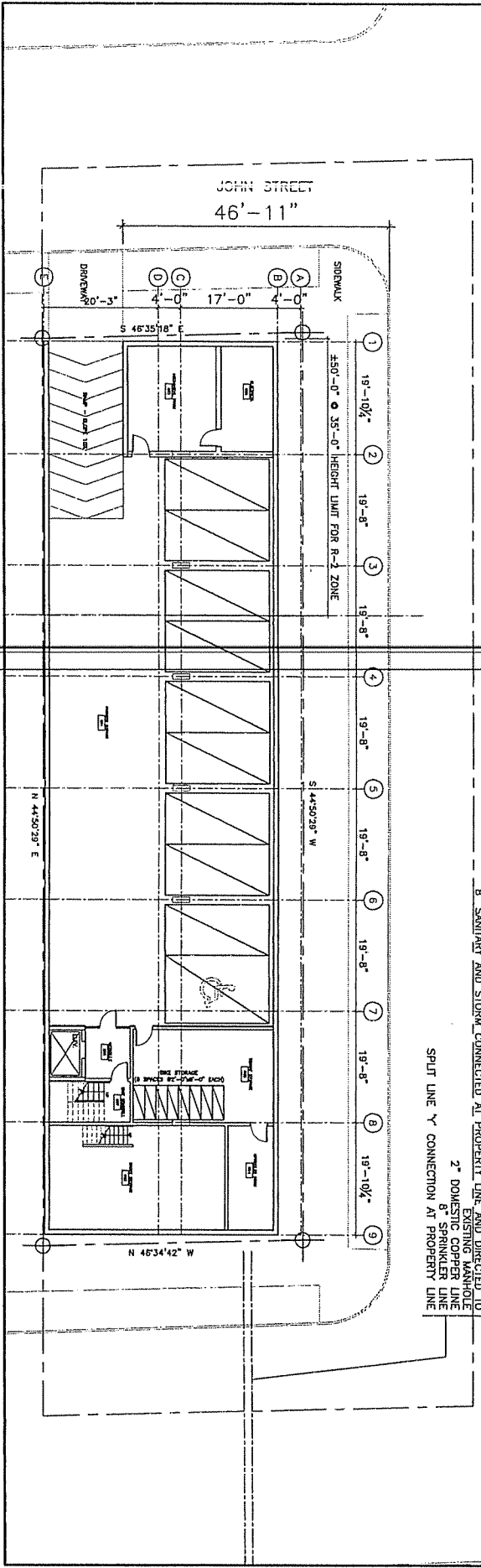
Draw No.: A3
 Rev: REV

100
PB0401 CHARLES STREET APARTMENTS
SITE PLAN
Location
5784 CHARLES STREET, HALIFAX, N.S.

SCHEDULE G
PLAN # 00870-006

scale	N.T.S.
date	FEB 2007
drawn	MIG
proj.	PROJ01

drawing no.
A3b
rev.
REV



CHARLES STREET

TYPICAL PROPOSED SERVICE:
8" SANITARY AND STORM, CONNECTED AT PROPERTY LINE AND DIRECTED TO EXISTING MANHOLE
2" DOMESTIC COPPER LINE
8" SPRINKLER LINE
SPILT LINE "Y" CONNECTION AT PROPERTY LINE

LOT 3A CIVIC NO. 5784 COMBINED LOTS: P.I.D. NO. 151449 / 151431 / 151662 / 151670 ZONE: D-2 & R-2 SITE AREA: 2350 SQ. FT. GROSS AREA: 18715 SQ. FT.	PERMITTED NO. OF PERSONS: 16715 SQ. FT. x 250 PERSONS/ACRE / 43580 SQ. FT. = 95 PEOPLE
PROPOSED NO. OF PEOPLE	14 PEOPLE
7 - 1 BEDROOM UNITS =	21 PEOPLE
1 - 2 BEDROOM UNITS =	4 PEOPLE
1 - 3 BEDROOM UNITS =	39 PEOPLE
TOTAL :	

TOTAL OPEN SPACE REQUIRED:	25P x 120 SQ. FT. = 3000 SQ. FT.
14P x 80 SQ. FT. =	1120 SQ. FT.
TOTAL:	4120 SQ. FT.
TOTAL OPEN LANDSCAPED SPACE REQUIRED:	2500 SQ. FT.
25P x 100 SQ. FT. =	2500 SQ. FT.
14P x 70 SQ. FT. =	980 SQ. FT.
TOTAL:	3480 SQ. FT.
LANDSCAPED OPEN AREAS PROVIDED (< 5'-0"):	1715 SQ. FT.
OTHER SPACE (BALCONY AREA) PROVIDED:	600 SQ. FT.
OTHER SPACE (OPEN ROOF DECKS) PROVIDED:	2120 SQ. FT.
TOTAL:	4435 SQ. FT.

AGRICOLA STREET

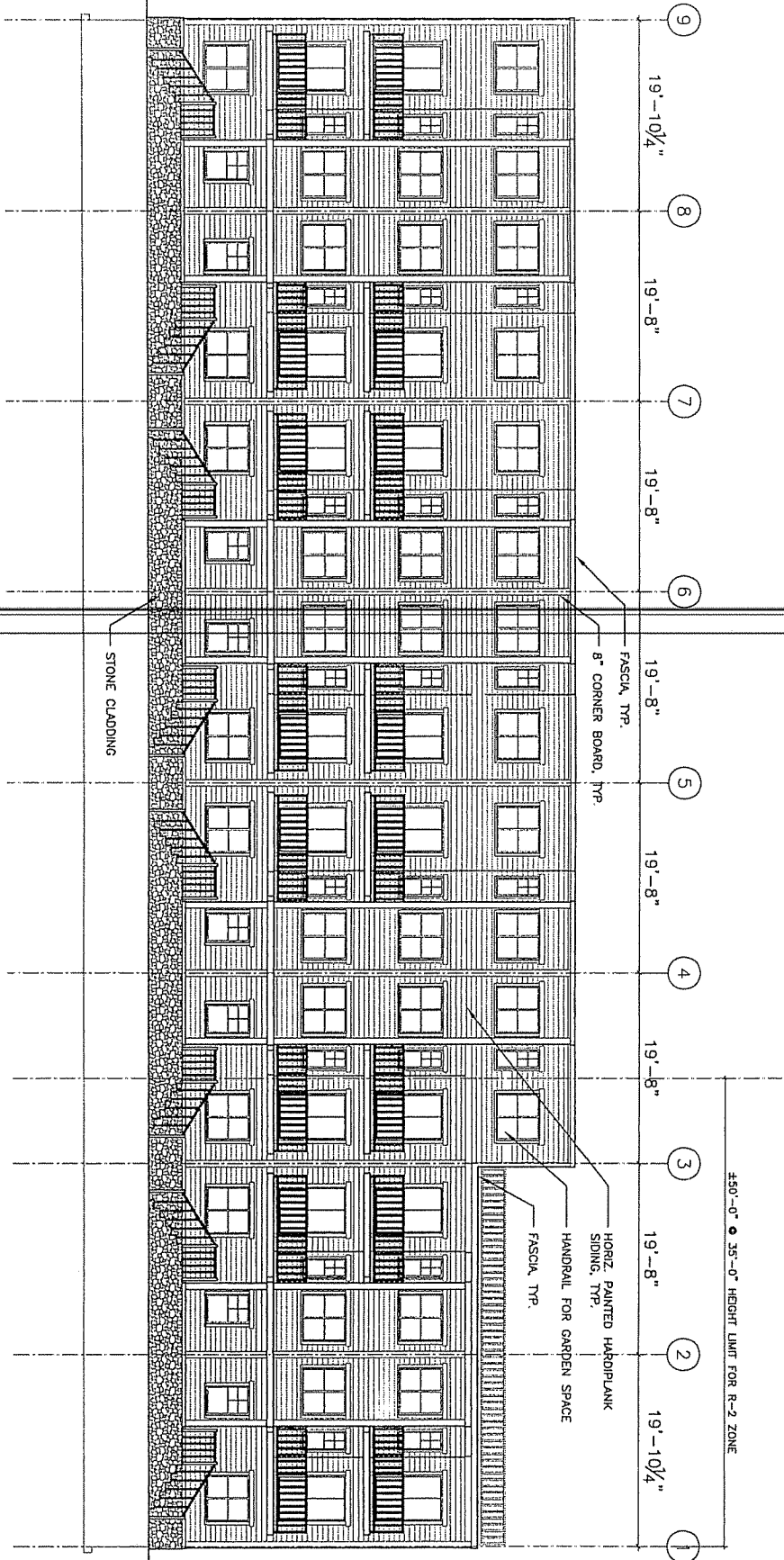
STUDIO WORKS
 ARCHITECTURAL FIRM
 1100 W. 10th Street, Suite 200
 Anchorage, Alaska 99501
 Phone: (907) 562-2277
 Fax: (907) 562-2278
 www.studioworks.com

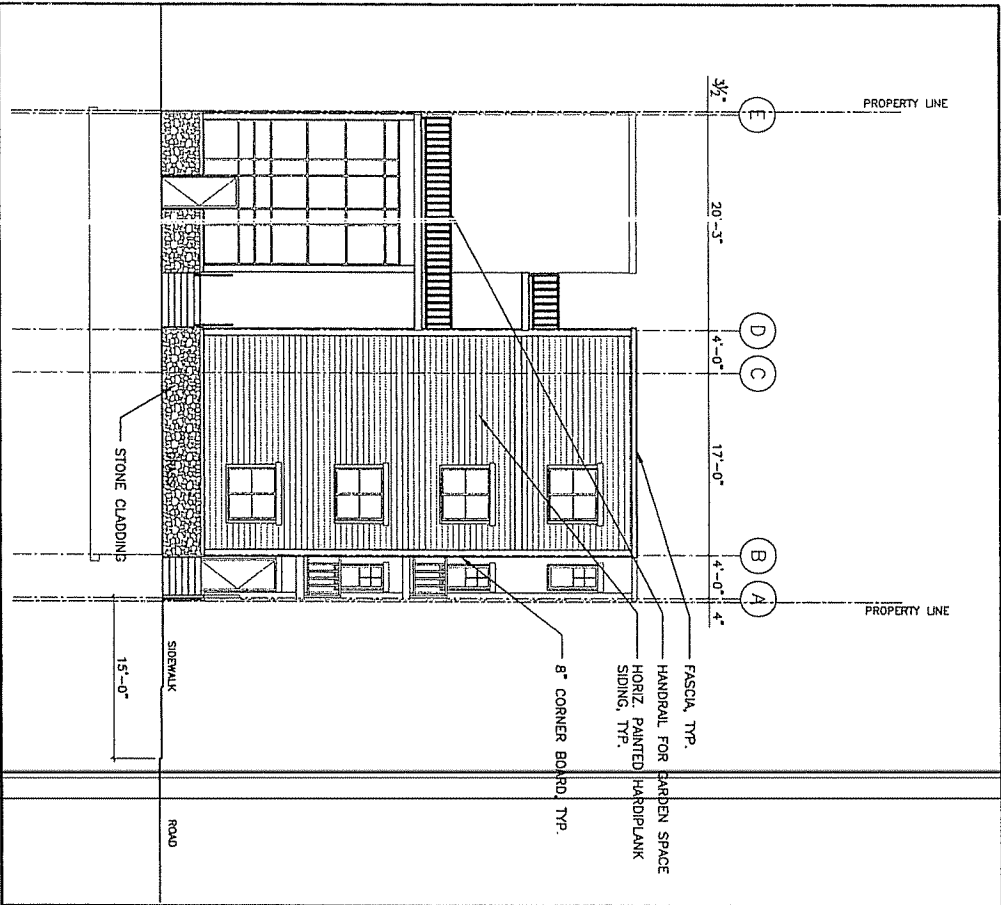
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P80401 CHARLES STREET APARTMENTS
NORTH ELEVATION
 location
 5784 CHARLES STREET, HALIFAX, N.S.

SCHEDULE H
PLAN # 00870-007

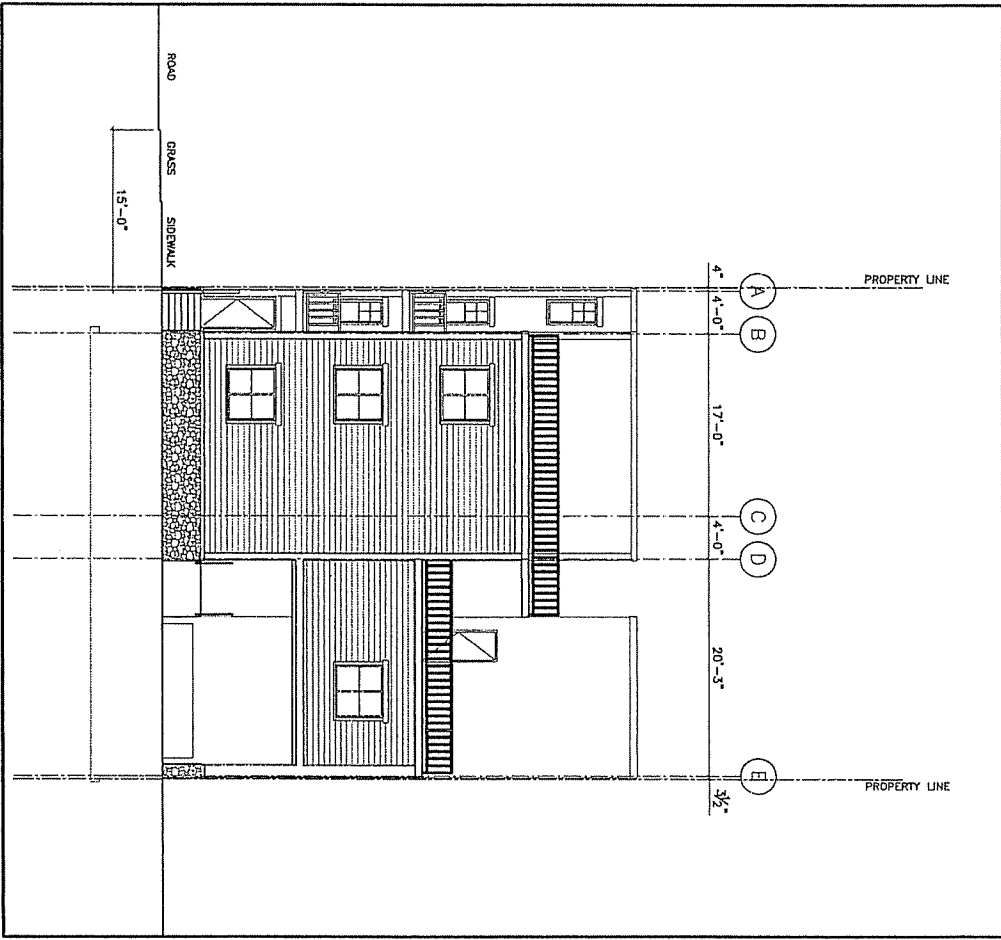
scale
 3/32" = 1'-0"
 date
 FEB 2007
 drawn
 MJS
 proj.
 P80401

sheet no.
A4





1 EAST ELEVATION
 5 3/2"=1'-0"



1 WEST ELEVATION
 5 3/2"=1'-0"

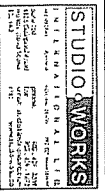
STUDIO WORKS
 ARCHITECTURAL FIRM
 1111 HARRINGTON LANE
 SUITE 200
 CHARLOTTE, NC 28207
 TEL: 704.375.1111
 FAX: 704.375.1112
 WWW: WWW.STUDIOWORKS.COM

ISSUE
 PB0401 CHARLES STREET APARTMENTS
 EAST AND WEST ELEVATIONS
 LOCATION
 5784 CHARLES STREET, HALIFAX, N.S.

SCHEDULE I
 PLAN # 00870-008

SCALE	3/2"=1'-0"
DATE	FEB 2007
DRAWN BY	MG
PROJ.	PB0401

DATE PLOTTED
 A5

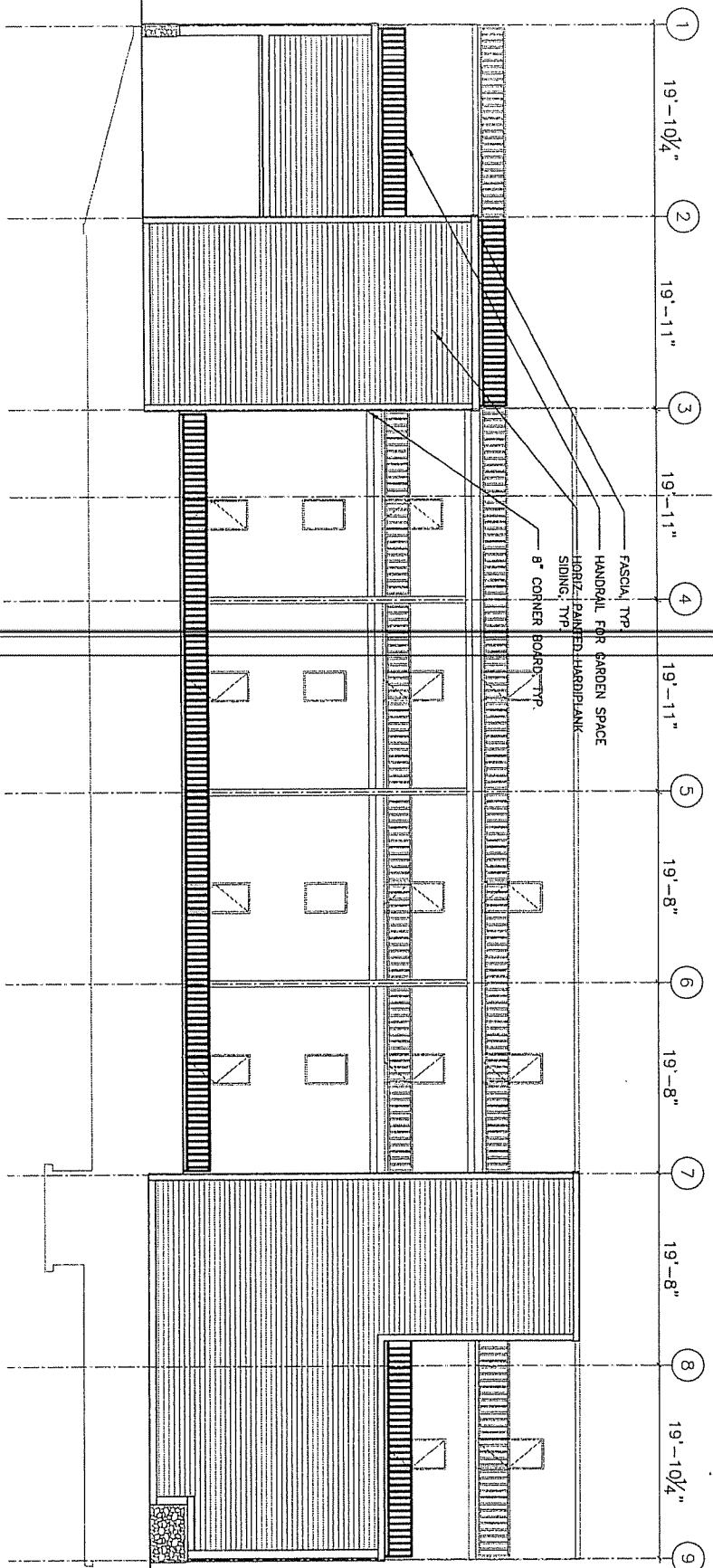


title
PB0401 CHARLES STREET APARTMENTS
SOUTH ELEVATION
location
5784 CHARLES STREET, HALIFAX, N.S.

SCHEDULE J
PLAN 00870-009

scale	3/32"=1'-0"
date	FEB 2007
drawn	MG
proj.	PB0401

dwg no.	A6
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ATTACHMENT C

**DISTRICT 12 PLANNING ADVISORY COMMITTEE
PUBLIC MEETING
MINUTES
October 11, 2006**

PRESENT: Heather Ternoway, Chair
Beverly Miller, Vice Chair
Clary Kempton
Councillor Dawn Sloane

STAFF: Paul Sampson, Planner
Stephanie Parsons, Legislative Assistant

1. CALL TO ORDER

The Chair called the meeting to order at 7:35 p.m. in Halifax Hall, 2nd Floor, City Hall, 1841 Argyle Street, Halifax and introduced the Committee Members. She advised that the purpose of the meeting is to receive comments from the public.

2. CASE 00870 - REQUEST BY STUDIOWORKS INTERNATIONAL INC., ON BEHALF OF DAVE'S BOTTLE EXCHANGE LTD., TO AMEND THE HALIFAX MUNICIPAL PLANNING STRATEGY AND PENINSULA LAND USE BY-LAW TO PERMIT A MULTIPLE-UNIT RESIDENTIAL BUILDING AT 5784 CHARLES STREET, HALIFAX

- A proposal fact sheet dated October 11, 2006, with an attached staff report dated September 1, 2006 was before the Committee.

Mr. Paul Sampson advised that the purpose of the meeting is to introduce a proposal to amend the Halifax Municipal Planning Strategy and Land Use By-law to permit a multiple unit residential building at 5784 Charles Street Halifax. He went on to provide an overview of the planning process for Land Use By-law Amendments and the current zoning designations.

Mr. Sampson introduced Mr. Ron Smith, Studioworks International Inc., who provided an overview of the proposal. Referring to a concept plan of the building, the following was noted:

- The concept of the building is a stacked townhouse style apartment complex with 16 units;
- There are 12 underground parking spaces;
- There is a court yard which can be accessed internally;
- All units are accessible;
- Each unit has a balcony to provide for open space;
- The building is setback 4 feet from the street;
- The building is raised so that the living room is above street level to provide for privacy;
- The building is below the density requirement;
- Transit is an HRM issue;
- They are considering a roof top area to provide for additional open space;

The Chair thanked Mr. Smith for his presentation and outlined the rules of procedure for public participation.

Mr. Jim Trites, North End Halifax, commented that he liked the shape of the building and that the colours fit beautifully. He expressed concern with the longevity of the material that is being used.

Mr. Tasso Dikaios, North End Halifax, commented that he would like to see a commercial component that can be supported by the housing in the neighbourhood.

Mr. Chris Reardon, North End Halifax, commented that this is a positive step forward. He suggested that the development agreement include provisions to allow the owners to convert to condos and/or incorporate a commercial component.

Mr. Frank Evans, North End Halifax, stated that this as a positive step forward, and will keep the momentum in the area growing. However, he considers the project a wasted opportunity without a commercial component.

Ms. Elizabeth Murphy, North End Halifax, stated that she liked the design and that it would be a positive addition to the community. This type of residence will lead to redevelopment of commercial properties on Agricola Street.

Ms. Sheila Strong, North End Halifax, commented that there is a lot of commercial space on Agricola Street that needs to be redeveloped. The residential area will be able to support the commercial area. However she questioned what the traffic impact will be on John Street.

Mr. Sampson advised that as part of the process a traffic impact statement will be required.

Mr. John Adams, North End Halifax, stated that he was happy with the project, the colours are fantastic. He pointed out that there are a lot of businesses on Agricola Street that are closing.

Ms. Beverly Miller, Vice Chair, suggested that in order to make it a better project, the grey wall next to the antibody shop needs to be more lively.

Councillor Sloane suggested the use of glass blocks to break up the pattern and allow more light into the courtyard.

The Chair commented that there is the potential to incorporate a mural.

Mr. Terry Parker, North End Halifax, stated that the concept was fabulous, and respects the neighbourhood, he is impressed.

Ms. Margo Grant, North End Halifax, stated that it is great that a number of people are in favour of the project. It is an opportunity to build something new using good materials. She likes how the architect interpreted the houses in the neighbourhood to create a new modern building.

Mr. Scott Forbes, North End Halifax, commented stated that he loved the concept of the trees. He stated that the trees break up the long building. However, they should not be to low or too high.

Responding to questions regarding the ability to convert to condominiums, Mr. Sampson advised that HRM cannot dictate whether or the building should be a condo development or an apartment building.

In response to comments made by the public Mr. Smith stated:

- There are a lot of commercial properties on Agricola Street;
 - Incorporating a commercial component would be complicated because the building is stacked;
 - It is difficult to lease small commercial space;
 - Leasing residential units decreases the financing cost.
 - It maybe worthwhile considering incorporating the ability to provide commercial space in the development agreement at a later date.
-
-

3. CLOSING COMMENTS

The Chair called for any further comments, and there being none she advised that the project is still in the early stages and will be brought back to District 12 PAC at a later date and that the public still has the opportunity for public input and/or comment at the public hearing stage.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 8:52 p.m.

Stephanie Parsons
Legislative Assistant

ATTACHMENT D

Extracts from the Halifax Municipal Planning Strategy

1. RESIDENTIAL ENVIRONMENTS

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.

1.1.4 In the area bounded by North, Robie, Cogswell and Barrington Streets, housing options for all income levels will be encouraged; developments that address the needs of the surrounding community and help promote neighbourhood stability shall also be encouraged.

1.3 In areas shown as medium-density residential on the Generalized Future Land Use Map of Section XI, residential development in the following forms shall be permitted:

- (i) single family dwellings;
- (ii) duplex housing;
- (iii) semi-detached housing; and
- (iv) buildings containing three or four units.

1.4.7 In Area 6 of this Section, the land use by-law shall include a height limit to maintain the existing low rise form and ensure compatibility with the character of surrounding neighbourhoods, for any property designated High Density Residential with the exception of 5885 Cunard Street and 5565 Cornwallis Street which are currently high rise apartment developments.

2. COMMERCIAL FACILITIES

Objective A variety of appropriately located commercial facilities to serve the needs of both the resident and working populations of Peninsula North and the City as a whole.

2.3 In areas designated major commercial, uses consistent with Section II, Policy 3.1.3 shall be permitted.

SECTION II - 3. COMMERCIAL FACILITIES

3.1.3 Major commercial centres should service a market area comprising most or all of the City. These centres may include major offices and hotels, in addition to uses suggested for minor commercial centres. The City should encourage parking facilities in these centres to serve several businesses in order to limit nuisance impact. The City's policy for major commercial centres in all other respects should be identical to Policy 3.1.2.

- 3.1.2 Minor commercial centres should service several neighbourhoods. They should locate along principal streets with adequate provision for pedestrian, transit, service and private automobile access. Parking provision should be allowed on surface lots servicing single businesses, as long as conditions preclude nuisance impact on adjacent residential areas. Access to any parking area from the principal street should be controlled. The City should define the geographic limits of minor commercial centres, and shall encourage contiguity of commercial or associated uses within those limits. Minor commercial centres should offer a wider range of services than neighbourhood shopping facilities including local office, restaurants, cinemas, health centres and multi-service centres. Notwithstanding any other policy in the Municipal Planning Strategy or Secondary Planning Strategies, billboards advertising off-site goods and services shall be prohibited in Minor Commercial areas. This policy shall serve as a guideline in rezoning decisions in accordance with Implementation Policies 3.1 and 3.2 as appropriate.
-
-

- 2.5.2 Exterior colors shall be of or similar to the “Historical Colours of Newfoundland” palettes of the Heritage Foundation of Newfoundland and Labrador (as found in Municipal Case #00870 or http://www.heritagefoundation.ca/docs/historic_paint.pdf, accessed Sept. 11, 2007). The use of multiple colours shall be implemented to provide the appearance of multiple buildings and to relate to the surrounding context. This shall be achieved by altering the colour of the facade in increments of no greater than 40 feet in width so that the building facade on Charles Street contains, at a minimum, 4 separately distinct colours, exclusive of the colours of architectural detailing.
- 2.5.3 Architectural detailing shall include corner boards, frieze and water table boards generally as shown on the elevation drawings. This architectural treatment shall be continued around all sides of the building. This detailing shall be painted a different colour or hue than that of the adjacent surface colour.
- 2.5.4 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.
- 2.5.5 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design and/or screened from public view.
- 2.5.6 The roof top and balcony fencing/handrails shall be of decorative metal complementary to the building.
- 2.6 **Landscaping**
- 2.6.1 A detailed Landscape Plan prepared by a Landscape Architect (that is a full member, in good standing, of Canadian Society of Landscape Architects) shall be submitted with the application for Development Permit. The landscape plan shall provide details of the rooftop landscaped open areas and “garden” open spaces as shown on the attached Schedules C, E and F. The plan shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features (benches, etc.) and details with regard to all landscaping/plant materials.
- 2.6.2 The Developer shall provide a minimum of 4 decorative benches, 4 decorative planters or pots of sufficient size to each accommodate a small decorative tree, 4 deciduous and/or coniferous trees and one decorative garbage receptacle on each level containing open space (Schedules C, E and F). Landscaping features and site furnishings shall be either permanently affixed to the structure or suitably weighted to ensure their permanence.
- 2.6.3 It is the responsibility of the Developer to ensure that the building is designed to be capable of supporting loads from the weight of the decorative planters/pots, including the anticipated mature weight of the plant material, as well as all other landscaping features.