



P.O. Box 1749  
Halifax, Nova Scotia  
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**Item No. 13.1.2**  
**Halifax and West Community Council**  
**August 7, 2018**

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

**-Original Signed-**

**SUBMITTED BY:**

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Kelly Denty, Director, Planning and Development

**-Original Signed-**

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John Traves, Q.C., Acting Chief Administrative Officer

**DATE:** June 21, 2018

**SUBJECT:** **Case 20360: Land Use Bylaw Amendment and Development Agreement for Young and Demone Streets, Halifax**

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**ORIGIN**

Application by WM Fares

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Give First Reading to consider approval of the proposed amendment to Map ZM-2 the Land Use Bylaw for Halifax Peninsula, as set out in Attachment A, to include a parcel of land on Young Street (PID 00004283), Halifax, in Schedule Q and schedule a public hearing;
2. Give notice of motion to consider the proposed development agreement, as set out in Attachment B, to allow for a ten-storey building, and schedule a public hearing. The public hearing for the development agreement shall be held concurrently with that indicated in Recommendation 1; and
3. Adopt the amendment to Map ZM-2 of the Land Use Bylaw for Halifax Peninsula, as set out in Attachment A of this report.

**Contingent upon the amendment to the Land Use By-law for Halifax Peninsula being approved by Community Council and becoming effective pursuant to the requirements of the *Halifax Regional Municipality Charter*, it is further recommended that Halifax and West Community Council:**

1. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment B of this report; and
2. Require that the development agreement be signed by the property owner within 120, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

**BACKGROUND**

WM Fares on behalf of M.G.B.E. Real Estate Enterprises Limited is applying to add a parcel of land to Schedule Q of the Halifax Peninsula Land Use By-law and enter into a development agreement to enable the development of a ten-storey building located midblock with frontage on both Young and Demone Streets.

<b>Subject Site</b>	PID 00004283
<b>Location</b>	East of Robie Street, West of Agricola, between Young Street and Demone Street, Halifax.
<b>Regional Plan Designation</b>	Urban Settlement
<b>Community Plan Designation (Map 1)</b>	Major Commercial
<b>Zoning (Map 2)</b>	C-2 (General Business) Zone
<b>Size of Site</b>	2,908.5 sq. m (31,307 sq. ft.)
<b>Street Frontage</b>	64.95 m on Young Street, 52.29 m on Demone Street
<b>Current Land Use(s)</b>	Parking, tavern, vacant
<b>Surrounding Use(s)</b>	Commercial, residential, industrial

**Proposal Details**

The applicant proposes to construct a ten-storey mixed-use building. The major aspects of the proposal are as follows:

- Proposal contains 146 units with ground floor commercial;
- 146 interior parking spaces and 3 surface parking spots;
- Approximately 49,256 sq. m (161,600 sq. ft.) of gross floor area; and
- Approximately 910 sq. m (9,800 sq. ft.) of commercial floor area.

**Enabling Policy and LUB Context**

The subject property is designated Major Commercial under the Halifax Municipal Planning Strategy (MPS), and is zoned C-2 (General Business) Zone under the Land Use By-law for Halifax Peninsula (LUB). The development of the property is also regulated by the Peninsula North Secondary Planning Strategy. The current zoning permits commercial buildings up to 24.4 m (80 feet) in height, with an allowance for additional height if stepped back from the property lines above 24.4 m (80 feet).

Policies 2.3.1, 2.3.2 and 2.3.3 of Section XI of the Halifax MPS allow Community Council to consider residential or mixed-use buildings for lands located within this commercial designation through the development agreement process. This development agreement process is, however, only allowed once the lands are identified in Schedule Q of the Land Use By-law. The provisions of Schedule Q were established to address the challenge of introducing new residential uses into existing commercial and industrial areas by negotiating, on a site by site basis, the conditions of a development agreement including:

- the creation of an adequate environment for residential living on sites which may be surrounded by commercial and industrial uses; and
- providing for the continued operation of adjacent commercial and industrial uses without being encumbered by new residential uses.

A large portion of Schedule Q is currently applied on the west side of Robie Street between Young Street and North Street, but it has also been applied to select sites in general proximity to the subject property (Map 3). The policy is intended to control the potential land use conflicts, ensure adequate road connections, provide high quality design and have appropriate, high quality amenity space.

### **Approval Process**

The approval process for this application involves two steps:

- i) First, Halifax and West Community Council must consider and, if deemed appropriate, approve the land use bylaw amendment to add the lands shown on Attachment A to Schedule Q; and
- ii) Second, Halifax and West Community Council must consider and, if deemed appropriate, approve the proposed development agreement once the land use bylaw amendment is in effect.

Notwithstanding the two-stage approval process, a single public hearing can be held by Community Council to consider both the proposed land use bylaw amendment and the development agreement. However, subsequent to the completion of the hearing process, the proposed land use bylaw amendment must be approved by Community Council and in effect prior to a decision on the on the development agreement. Both decisions are subject to appeal to the N.S. Utility and Review Board.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public open house held on October 4<sup>th</sup>, 2017. Attachment D contains a copy of the notes from the meeting. The public comments received include the following topics:

- Appreciate the design of the building;
- Pleased with the proposed height; and
- Concerns about parking and traffic currently in the neighbourhood.

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed rezoning and development agreement. Should Halifax and West Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and property owners.

### **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment C provides an evaluation of the proposed land use bylaw amendment and development agreement in relation to the relevant MPS policies.

#### **Land Use Bylaw Amendment (Schedule Q)**

Policy 2.3.1 provides evaluation criteria to consider in the application of Schedule Q. The policy intent is to enable development agreements to facilitate reinvestment in commercial and residential properties with a focus on reducing the potential for conflict between commercial and residential uses. Identifying these

lands within Schedule Q allows for the consideration of residential uses by development agreement which grants Community Council greater control and predictability on the site and building design to help reduce the potential for land use and design conflicts.

### **Proposed Development Agreement**

Attachment B contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Allows for a 10 storey multi-unit residential building with ground floor commercial uses;
- Requires 146 interior parking spaces;
- Requires a minimum of 50% of the units be two or more bedrooms;
- Require a minimum of 110 square metres of indoor amenity space, which shall include space above ground with access to outdoor amenity space;
- Require a minimum of 340 square metres of outdoor amenity space;
- Controls on building siting, massing, exterior design and materials;
- Require landscaping plan which will include landscaping along the Demone St frontage, south-western and north- eastern property boundaries; and
- Non-substantive amendments include the granting of an extension to the date of commencement, length of time for completion of the development and changes to the unit mix.

The attached development agreement will permit a mixed-use building, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment C, the following have been identified for detailed discussion.

### **Building Massing and Design**

The building is well articulated and utilizes materials, colours and recesses to define the space and break up the massing. The building is well defined into a base, middle and top, and materials have been chosen to visually lighten the appearance of the top. The portions of the building that front on a street are made of glass and light colours to reduce the visual impact of the building.

The building is proposed in an area that transitions from commercial and industrial use, to a more stable low density residential neighbourhood. The height of this building steps down as it approaches Young Street, providing that transition to the existing R-2 neighbourhood.

### **Amenity Space**

Policy 2.3.1 directs Council to consider the quality of the amenity space being provided in the development agreement. The development agreement is structured to ensure that the amenity space is provided in desirable locations within the building and is sized appropriately. To respond to this, the development agreement requires a minimum of 110 square metres of indoor amenity space. The development agreement also requires that any room used for indoor amenity space be a minimum size of 40 square metres. It further states that this space is required to be located on the second floor or higher, and have direct access to outdoor amenity spaces.

### **Parking**

The building is providing parking at a rate of 1.28 spaces per unit. This is expected to be sufficient for the proposed building and will generate limited impacts on street parking in the surrounding area. This building is well located with bus service provided every 10 minutes or better on Robie Street and every 15 minutes on Gottingen Street.

### **Halifax Peninsula Planning Advisory Committee**

On October 23, 2017, the Halifax Peninsula Planning Advisory Committee (PAC) recommended that the application be approved. HPPAC identified the following items at the meeting:

- Found that the building transitioned to the surrounding area appropriately;
- Concerned about traffic in the area, but did not wish to see an increase in parking in the building;
- Would like to see a wind study;

- Concerned about the proximity of the building to the residential building at the north-east;
- Concerned about the safety of the pedestrian walkways; and
- Supportive of the design at the street level.

In response to comments of the PAC, the applicant provided a wind statement. Findings of the wind study indicated that the design of the building will not have a significant wind impact on pedestrians. The design of the building includes frequent setbacks and modulation which greatly reduces the impact of the building on wind conditions at the street level. Wind conditions are worsened by large flat areas of building that direct wind downward. Breaking up the massing as this building has, by using a variety of setbacks should mitigate the wind impacts on pedestrians.

HPPAC expressed interest about extending the pathway, shown at the southern portion of the site, through the entire site, however the applicant was concerned that it would create safety issues for building tenants by having an open pathway through the site. The pedestrian access that was discussed at PAC is meant to provide emergency access out of the building and is not a primary access and egress point for the building.

The applicant did not move the building away from the residential building to the north-east. The building proposal includes a 3-storey podium which is 1 metre (3.3 ft.) to the side property line. The 6-storey portion of the building is setback 4m (13 ft.) to the property line. Under the existing zone, no side yard setbacks would be required, and staff advise that the proposed setbacks are appropriate for the context.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The design of the building, the amenity space and the proposed uses are well thought out and consistent with the surrounding area. Therefore, staff recommend that the Halifax and West Community Council approve the proposed land use bylaw amendment and development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2018-2019 budget and with existing resources.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed LUB amendments and development agreement are contained within the Discussion section of this report.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

### **ALTERNATIVES**

1. Halifax and West Community Council may choose to approve the proposed amendment to the Land Use By-law for Halifax Peninsula and the proposed development agreement subject to

modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve the proposed LUB Amendment or development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

2. Halifax and West Community Council may choose to refuse the proposed amendment to the Land Use By-law for Halifax Peninsula and proposed development agreement, and in doing so, must provide reasons why either or both do not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed LUB amendment or development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Map 3:	Existing Schedule Q's
Attachment A:	Proposed Land Use Bylaw amendment
Attachment B:	Proposed Development Agreement
Attachment C:	Review of Relevant MPS Policies
Attachment D:	Public Open House Meeting Notes

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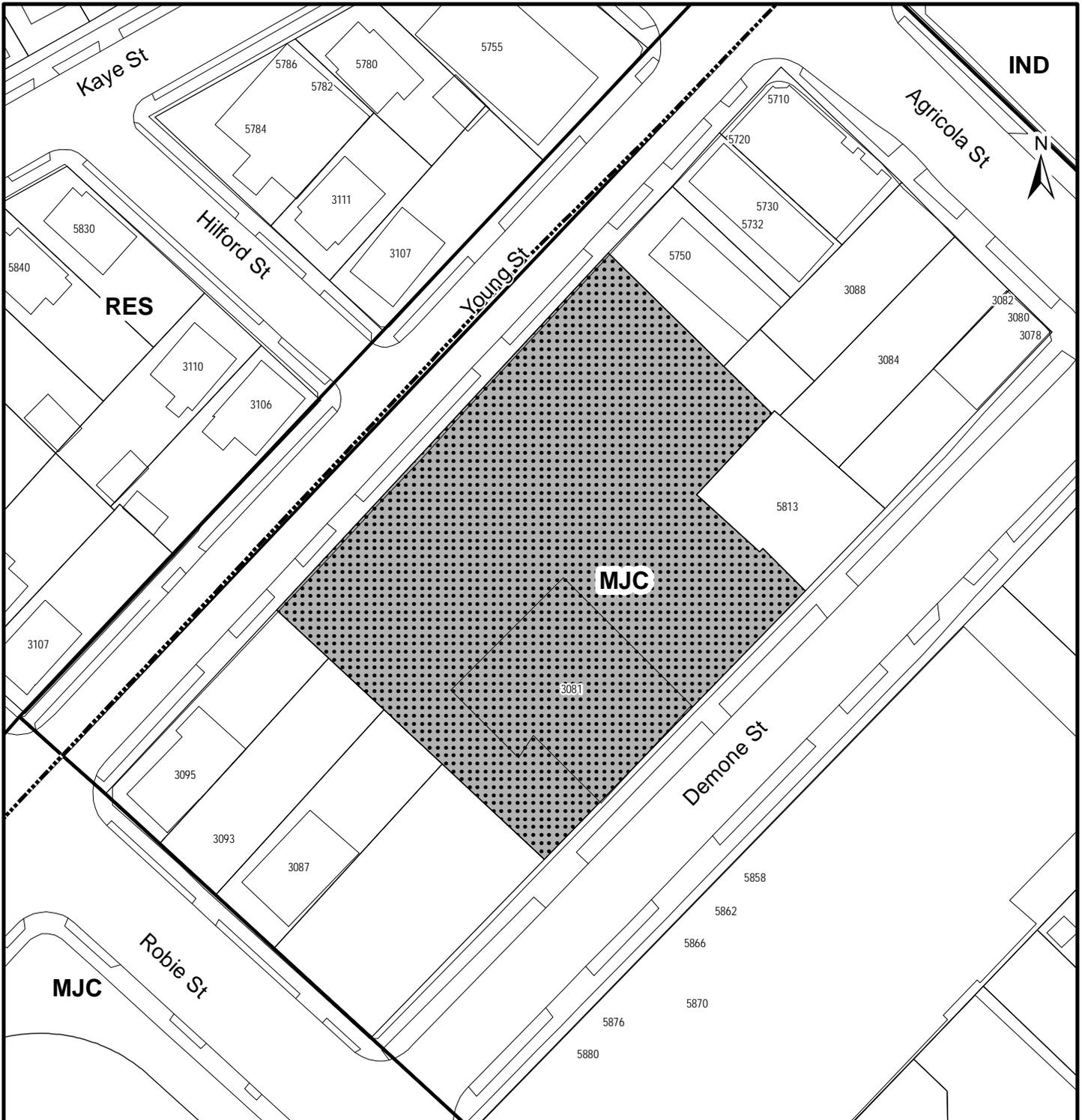
A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Jennifer Chapman, Planner III, 902.490.3999

**-Original Signed-**

Report Approved by: \_\_\_\_\_  
Carl Purvis, Acting Manager, Current Planning, 902.490.4797

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**Map 1 - Generalized Future Land Use  
Young & Demone Street**

**HALIFAX**

-  Subject Property
-  Plan Area Boundary

**Halifax Designations**

RES Residential Environments

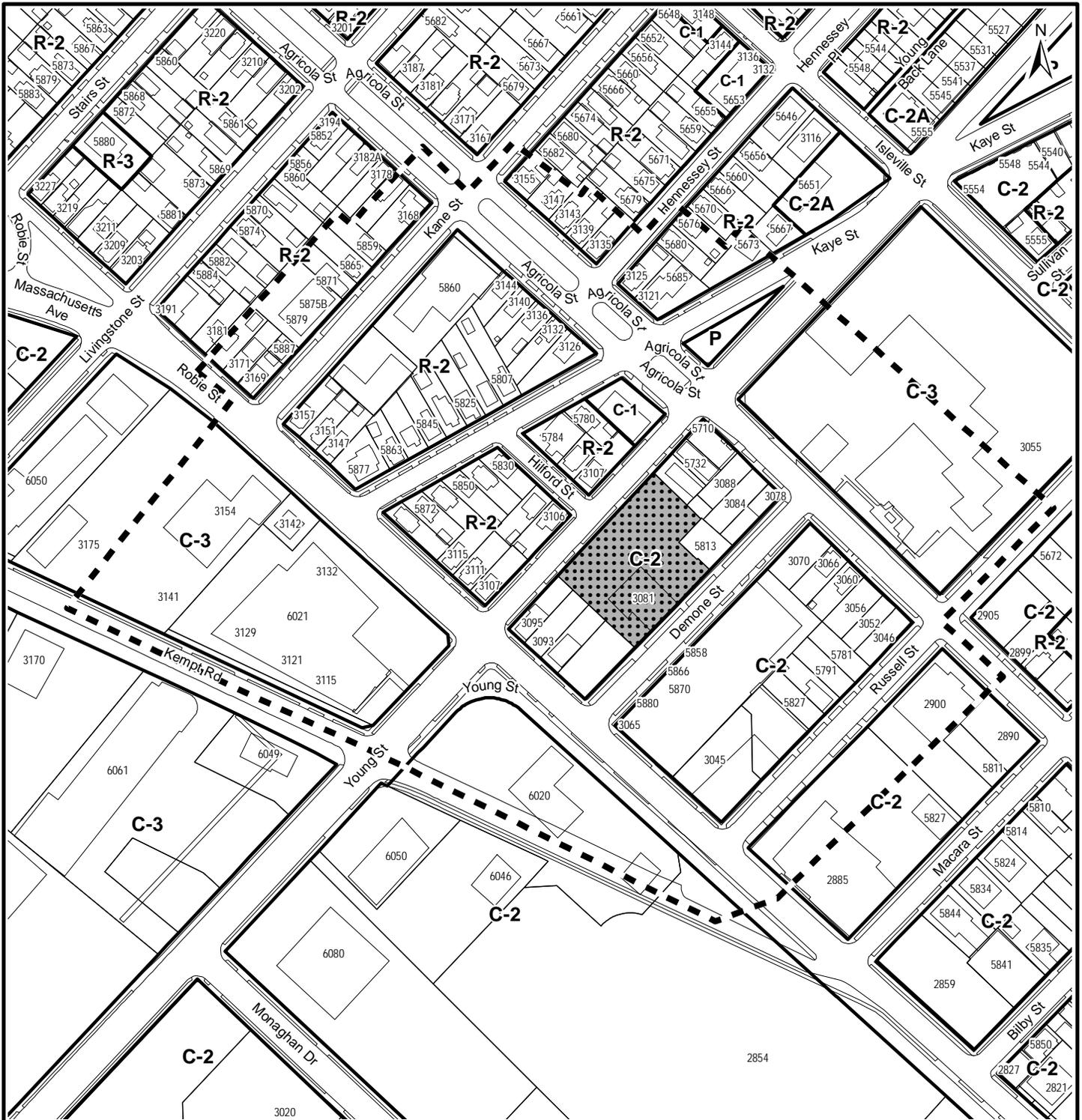
**Peninsula North Designations**

MJC Major Commercial  
IND Industrial

Halifax Plan Area  
Peninsula North Secondary Plan Area

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

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



## Map 2 - Zoning & Notification Young & Demone Street

**HALIFAX**

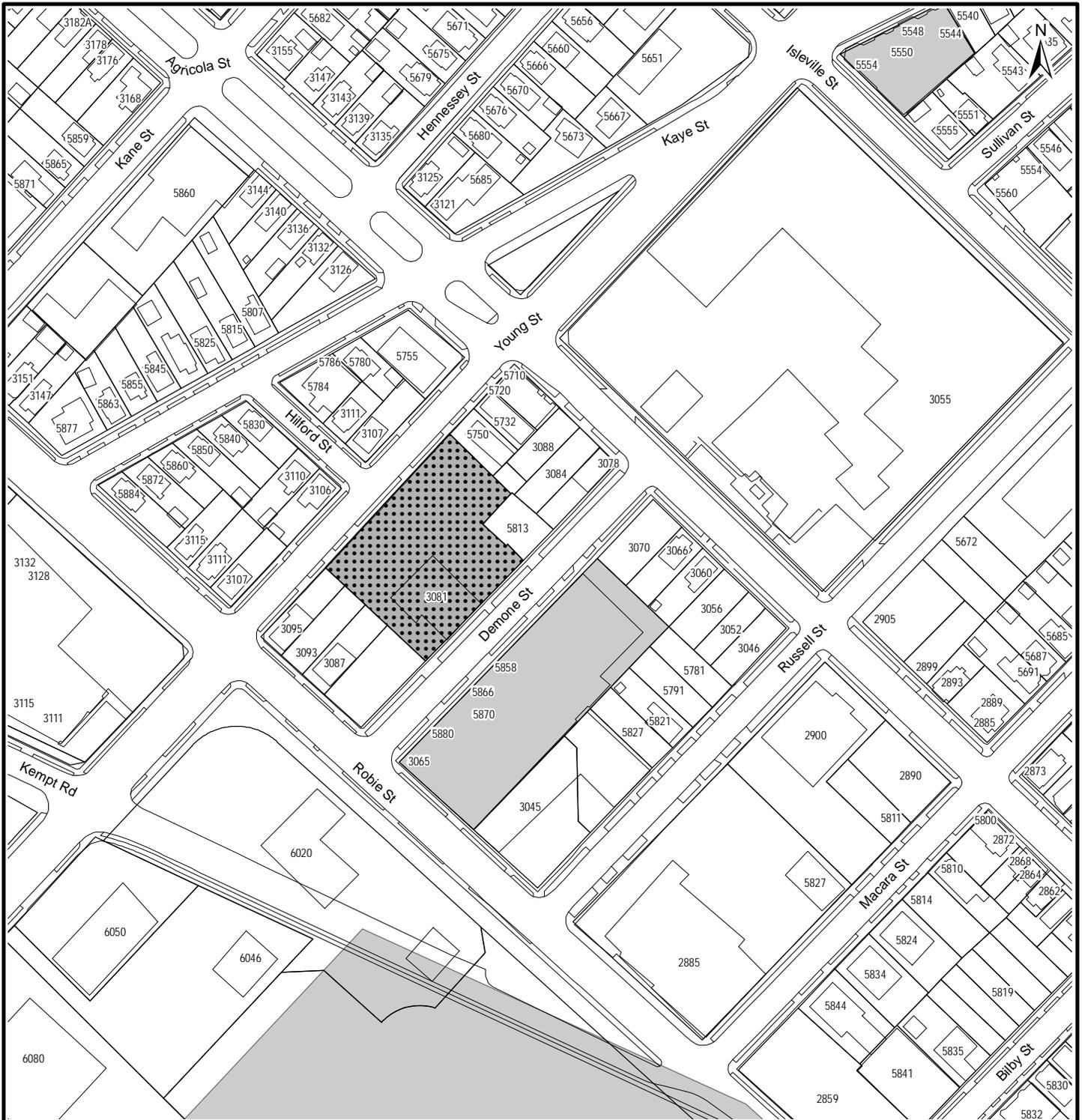
-  Subject Site
-  Area of notification

- Zone**
- R-2 General Residential
  - R-3 Multiple Dwelling
  - C-1 Local Business
  - C-2 General Business
  - C-2A Minor Commercial
  - C-3 Industrial
  - P Park and Institutional

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

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

Halifax Peninsula  
Land Use By-Law Area



**Map 3 - Existing Schedule Q  
Young & Demone Street**

**HALIFAX**



Subject Site



Existing Schedule Q Lands

Halifax Peninsula  
Land Use By-Law Area

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

**Attachment A**

**Amendments to the Land Use By-law for Halifax Peninsula**

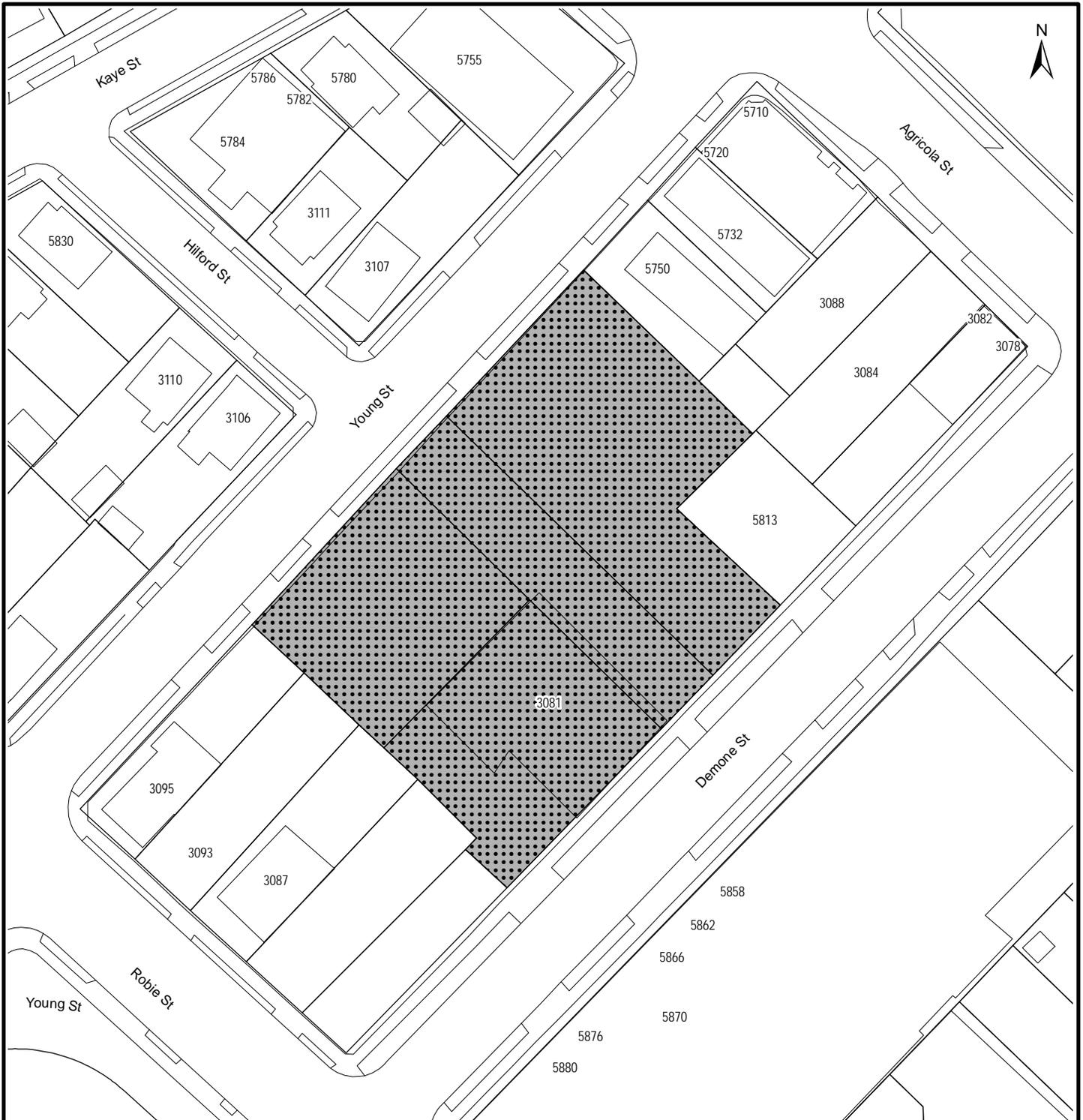
**BE IT ENACTED** by the Halifax and West Community Council of the Halifax Regional Municipality that the Land Use By-law for Halifax Peninsula is hereby further amended as follows:

1. Amend Map ZM-2 of the Land Use By-law for Halifax Peninsula by applying Schedule "Q" to a property identified as PID 00004283 on Young Street, Halifax, as illustrated on Schedule A attached hereto.

I HEREBY CERTIFY that the amendments to the Halifax Peninsula Land Use By-law, as set out above, were duly passed by a majority vote of the Halifax and West Community Council at a meeting held on the day of , 20\_\_.

GIVEN under the hand of the municipal clerk under the Corporate Seal of the Halifax Regional Municipality this day of , 20\_\_.

\_\_\_\_\_  
Municipal Clerk



**Schedule A  
Young & Demone Street**

**HALIFAX**

 Lands to be added to Schedule Q

Halifax Peninsula  
Land Use By-Law Area

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

**Attachment B: Proposed Development Agreement**

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

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")  
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 on Young Street (PID 00004283), 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 multi-unit residential development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.3.1, 2.3.2 and 2.3.3 of the Halifax Municipal Planning Strategy and Section 92 of the Halifax Peninsula Land Use By-law;

**AND WHEREAS** the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 20360;

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

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**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

**1.1      Applicability of Agreement**

1.1.1      The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Development Agreement.

**1.2      Applicability of Land Use By-law and Subdivision By-law**

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

1.2.2      Variances to the requirements of the Land Use By-law for Halifax Peninsula shall not be permitted.

**1.3      Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further to Section 1.2.1, nothing in this Development 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 Development Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

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

#### **1.5 Costs, Expenses, Liabilities and Obligations**

1.5.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

#### **1.6 Provisions Severable**

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

### **PART 2: DEFINITIONS**

#### **2.1 Words Not Defined under this Agreement**

2.1.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

#### **2.2 Definitions Specific to this Agreement**

2.2.1 The following words used in this Agreement shall be defined as follows:

- (a) "Indoor Amenity Space" means common amenity areas for residents of the development that are located within the building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.
- (b) "Outdoor Amenity Space" means common amenity areas for residents of the development that are located outside the building.

### **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

#### **3.1 Schedules**

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement **and filed in the Halifax Regional Municipality as Case Number 20360:**

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Northeast Elevation
Schedule D	Southwest Elevation
Schedule E	Southeast Elevation
Schedule F	Northwest Elevation

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

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
  - (a) an outdoor Lighting Plan, prepared by a qualified person, in accordance with Section 3.7 of this Agreement;
  - (b) A detailed Landscape Plan prepared by a professional Landscape Architect in accordance with Section 3.8 of this Agreement; and
  - (c) A site servicing plan prepared by a Professional Engineer and acceptable to the Development Engineer.
- 3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer:
  - (a) Written confirmation from a professional Landscape Architect, in accordance with 3.2.1(b) which the Development Officer may accept as sufficient record of compliance with the Landscape Plan; and
  - (b) Written confirmation from a qualified person, in accordance with 3.2.1(a) which the Development Officer may accept as sufficient record of compliance with the Lighting Plan.
- 3.2.3 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.

#### **3.3 General Description of Land Use**

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) A 10 storey multi-unit residential building;
- (b) Ground floor commercial uses;
- (c) Underground parking in the multi-unit building; and
- (d) Uses accessory to any of the foregoing uses.

### **3.4 Detailed Provisions for Land Use**

- 3.4.1 A minimum of 50% of units shall contain two or more bedrooms.
- 3.4.2 A minimum of 110 square metres of Indoor Amenity Space shall be provided. This space shall include space located at the second level or higher which shall include access to Outdoor Amenity Space.
- 3.4.3 Any Indoor or Outdoor amenity space shall be a minimum of 40 square metres.
- 3.4.4 A minimum of 340 square metres of Outdoor Amenity Space shall be provided.

### **3.5 Siting and Architectural Requirements**

- 3.5.1 The building's siting, bulk and scale shall comply to the following:
  - (a) The maximum height of the building shall not exceed 33 metres;
  - (b) Elevator, mechanical stairwell enclosures projecting above the roofline may be excluded from the maximum building height, so long as they do not exceed 30 percent of the total roof area nor exceed a height of 3 metres;
  - (c) The building shall be located on the site as generally shown on Schedule B;
  - (d) The building podium shall have a 3 storey streetwall on Young Street and Demone Street, as shown on Schedules B, E and F;
  - (e) The building shall stepback as generally shown on Schedule B; however, no stepback shall be reduced to less than 2.0 m; and
  - (f) The ground floor of the building shall be setback a minimum of 0.91 m from Young Street.
- 3.5.2 The building's massing, exterior design and materials shall be as generally shown on Schedule C, D, E and F.
- 3.5.3 The building façades facing Young Street and Demone Street shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules of this Agreement.
- 3.5.4 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, material change and/or architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.5.5 Any exposed foundation in excess of .75m in height and 2 square metres in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.6 Exterior building materials shall not include vinyl siding but may include any one or more of the following:
  - clay masonry;
  - non-combustible cladding;
  - concrete split face masonry;
  - cut stone masonry;
  - curtain wall;

- random stone masonry; or
- acceptable equivalent in the opinion of the Development Officer.

- 3.5.7 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.8 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Young Street or Demone Street. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.9 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

### **3.6 Parking, Circulation and Access**

- 3.6.1 The parking area shall provide a minimum of 146 interior parking spaces.
- 3.6.2 The minimum dimension of a parking space shall be 2.4m wide by 6.1m long.
- 3.6.3 Bicycle parking shall be provided in accordance with the requirements of the Halifax Peninsula Land Use By-law.

### **3.7 Outdoor Lighting**

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

### **3.8 Landscaping**

- 3.8.1 Landscaping shall be provided at grade in the form of mixed plantings or shrubs in the landscaped areas on the Demone Street Frontage, south-western and north- eastern property boundary as shown on Schedule B;
- 3.8.2 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.
- 3.8.3 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section. 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.

- 3.8.4 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.
- 3.8.5 Notwithstanding Section 3.8.4, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply 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.

### **3.9 Maintenance**

- 3.9.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.9.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.10 Signs**

- 3.10.1 The sign requirements shall be accordance with the Halifax Peninsula Land Use By-law as amended from time to time.
- 3.10.2 Notwithstanding 3.10.1, billboards shall not be permitted on the Lands.
- 3.10.3 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 3.10.4 Signs shall only be externally illuminated.

### **3.11 Temporary Construction Building**

- 3.11.1 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.

### **3.12 Screening**

- 3.12.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Young Street and Demone Street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

- 3.12.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Young Street and Demone Street or the mechanical equipment shall be incorporated in to the architectural treatments and roof structure.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

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

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

### **4.3 Underground Services**

- 4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to the multi-unit residential building shall be underground installation.

### **4.4 Outstanding Site Work**

- 4.4.1 Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

### **4.5 Solid Waste Facilities**

- 4.5.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 4.5.2 Refuse containers and waste compactors shall be confined to the service and loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.5.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

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

### **5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

- 5.1.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
  - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance 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 Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
  - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.
- 5.1.2 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

### **5.2 Archaeological Monitoring and Protection**

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

### **5.3 Sulphide Bearing Materials**

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

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
  - (b) The length of time for the completion of the development as identified in Section 7.5 of this Agreement; and
  - (c) Changes to the unit mix as detailed in Clause 3.4.1.

### **6.2 Substantive Amendments**

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

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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.
- 7.3.2 For the purpose of this section, commencement of development shall mean the installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.

### **7.4. Completion of Development**

- 7.4.1 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.

### **7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development after seven (7) 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;
- (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.

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

- 8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four (24) hours of receiving such a request.

### **8.2 Failure to Comply**

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
  - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
  - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
  - (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**MAYOR**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**MUNICIPAL CLERK**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_, \_\_\_\_\_ of the parties thereto, signed, sealed and delivered the same in his/her presence.

---

A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

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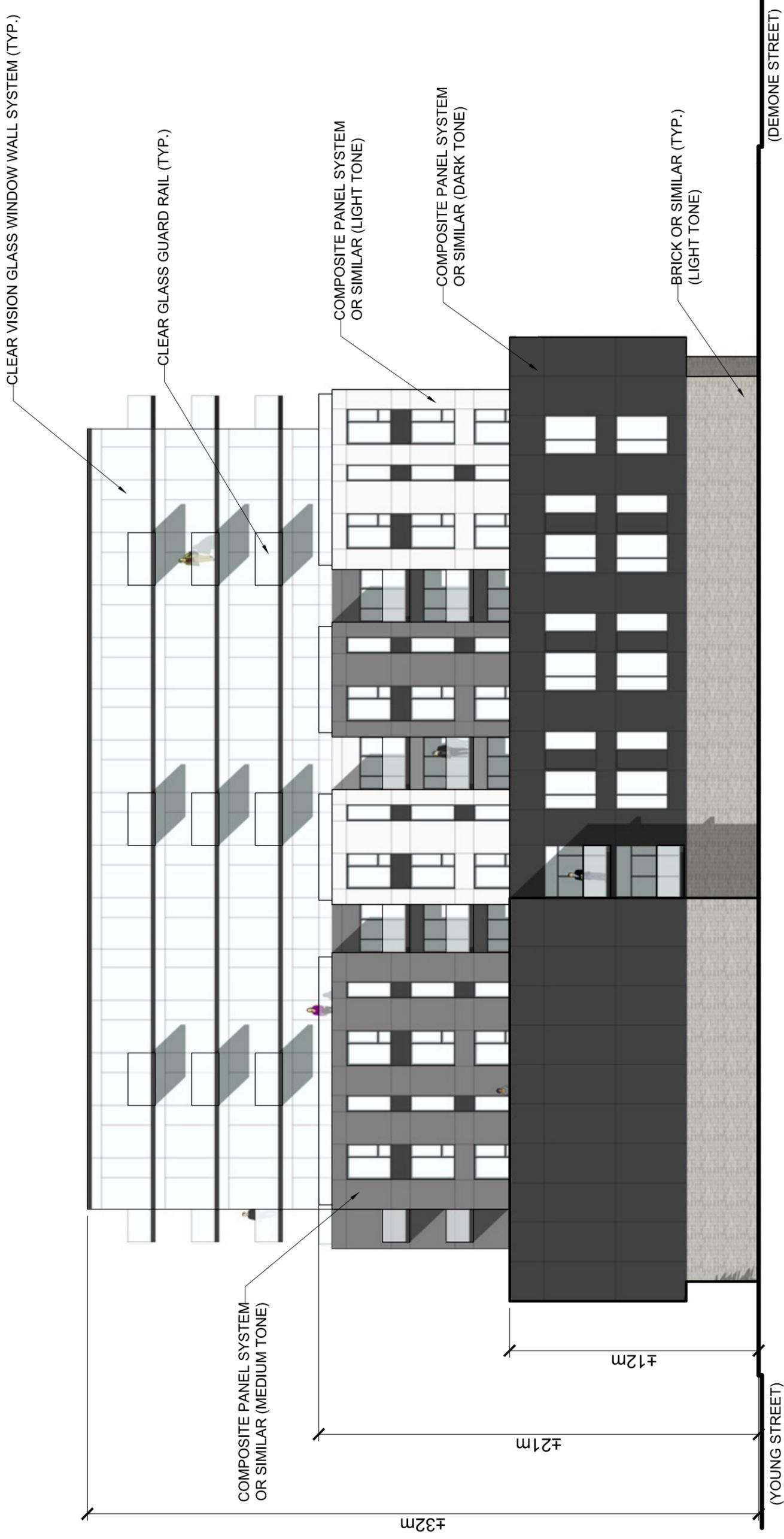
A Commissioner of the Supreme Court  
of Nova Scotia



**Schedule C: Northeast Elevation**



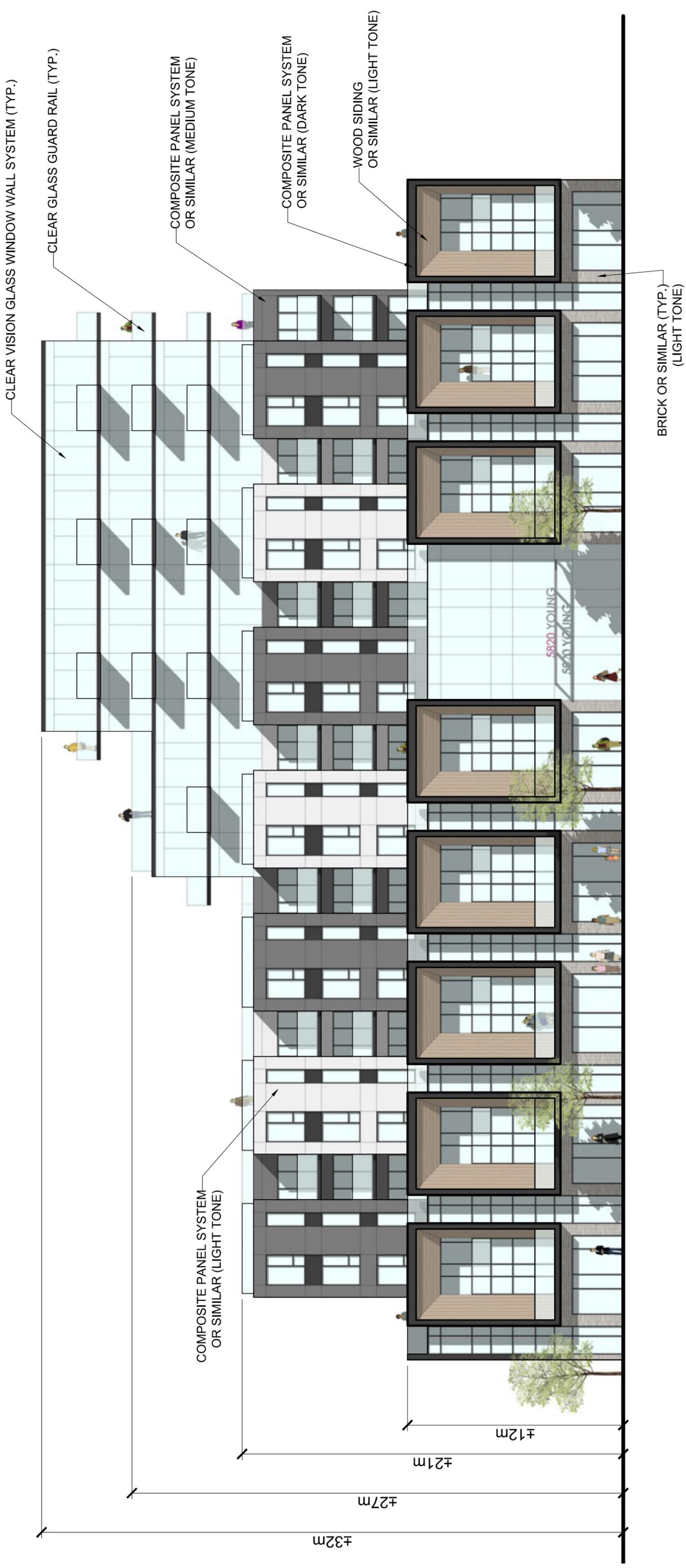
**Schedule D: Southwest Elevation**



**Schedule E: Southeast Elevation**



**Schedule F: Northwest Elevation**



### Attachment C: Review of Relevant MPS Policies

<b>Halifax MPS Section XI: Peninsula North Secondary Planning Strategy</b> <b><u>Commercial Facilities – Policies 2.3.1, 2.3.2 &amp; 2.3.3</u></b>	
<i>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.</i>	
<b>Policy Criteria</b>	<b>Staff Comment</b>
<i>2.3.1 In order to promote investment in commercial and residential redevelopment and to prevent conflict between new and existing uses the city may, through the land use by-law, identify areas that provide an opportunity for and will benefit from comprehensive site planning;</i>	The applicant has requested to add a parcel of land to Schedule Q.
<i>2.3.2 In those areas identified in the land use by-law pursuant to Policy 2.3.1 all residential and mixed residential-commercial development over four units shall be by agreement.</i>	This request is for a 114 unit mixed use building by development agreement.
<i>2.3.3 In considering agreements pursuant to Policy 2.3.2, Council shall consider the following:</i>  <i>(i) the relationship of new development to adjacent properties and uses; and, the mitigation of impacts on the amenity, convenience and development potential of adjacent properties through effective urban design and landscape treatment;</i>	The adjacent properties include a commercial development along Robie Street and Demone Street, a 4 unit residential building on Young Street and transitions to low density residential community across on Young Street. The building is limited to 3 stories along the Young Street frontage with the building being articulated in a townhouse form to better respond to residential context. Landscaping is provided along residential frontage on Demone Street and between commercial and residential frontage.
<i>(ii) the appropriate integration of the development into the traditional grid street system of the Peninsula;</i>	No new streets required.
<i>(iii) the design and layout of the development should encourage vehicular traffic to use Principal Streets and discourage traffic from infiltrating through existing neighbourhoods;</i>	The subject site is midblock and will have vehicle access from Demone Street, which functions more as a service street.
<i>(iv) the creation of high quality design detail at street level through attention to such matters as landscaping, signs, building entrances, and vehicle layby areas;</i>	The building is well articulated at street level and incorporates fine grain details. Landscaping is proposed around the property edge and will define the residential space in front of the townhouse units. The building entrances are well defined, and the townhouse units have a distinct entrance separate from the main building entry. Proposed building signage is appropriate in scale and location for the development.
<i>(v) the provision of high quality open space and leisure areas of a size and type adequate for the resident population;</i>	A large amenity space is provided on the rooftop with access from indoor amenity space. The development agreement requires a minimum of 110 sq m of amenity space, with no space being smaller than 40 sq m.
<i>(vi) residential and commercial densities consistent with municipal services;</i>	Halifax Water has not identified any concerns with servicing this building.

<i>(vii) encouraging high quality exterior construction materials such as masonry; and</i>	Proposed building materials are high quality and suitable for the location.
<i>(viii) other relevant land use considerations which are based on the policy guidance of this Section.</i>	N/A
<b><u>Halifax MPS Section II: City-Wide Objectives and Policies</u></b>	
<p>8. Environment</p> <p><i>The preservation and enhancement, where possible, of the natural and man-made environment, and especially of those social and cultural qualities of particular concern to the citizens of Halifax.</i></p>	
<b><i>Policy Criteria</i></b>	<b><i>Staff Comment</i></b>
<i>8.6 The City should make every effort to ensure that developments do not create adverse wind and shadow effects. The means by which this policy shall be implemented shall be considered as part of the study called for in Part III.</i>	The proposal has various setbacks, stepbacks and recesses in which will provide a wind break.

Attachment D:  
Public Open House Meeting Notes

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Open House**  
**Case 20360**

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**Wednesday, October 4th, 2017**  
**6:00 pm- 7:30 pm**  
**Halifax Forum (Maritime Hall), Windsor Street**

**STAFF IN  
ATTENDANCE:**

Jennifer Chapman, Planner, HRM Planning and Development  
Scott Low, Planner, HRM Planning and Development  
Iain Grant, Planning Technician, HRM Planning and Development

**ALSO IN  
ATTENDANCE:**

Councillor Lindell Smith, District 8  
Cesar Saleh, WM Fares Architects  
Jacob Jebailey, WM Fares Architects

**PUBLIC IN  
ATTENDANCE:**

Approximately 14

**Questions asked on the Comment form:**

*What do you like about the proposal?*

*What would you change?*

*Other Comments*

*First Three Letter of Postal Code*

**General Observation about the Comments:**

Of the 14 attendees, 5 wrote comments.

**Methodology:**

A count of attendees and their response rate is included as is the Postal Code data.

The format was Open House allowing for a mix of citizens, staff, and the applicant's representatives.

There were two forms for attendees to fill out, the second dealing with the engagement process. On the Proposal Comment form analyzed here some respondents chose to include their opinion

of the Planning & Development presentation, including website content and mailout correspondence. Those comments are counted and included here under Process.

A selection of articulate comments directly from respondents has been transcribed and included in this analysis for context and tone.

The numbers in the rightmost column are either a direct count or a keyword/phrase occurrence count. Emphases are from the respondents.

**Data:**

<b>Attendance &amp; Reponses</b>	
Total Public Attendee Count	14
Comment Forms Received	5
Percent	35% response rate

<b>Postal Codes</b>	
B3K	4
B3N	1
Unassigned	0

<b>Proposal</b>	
Pro	4
Con	1

**Comments:** The reduction in height from the previous 14+ storey proposal was a foremost comment with a positive response position.

“Nice design” or similar phrasing was mentioned frequently, though some questioned the “materials” used.

Parking was a noted concern, not just for this development but for the area of Young Street.

Only one (positive) comment on process.

**Quotes:**

*“Most apt/condo dwellers own cars. Most families one 2 or 3 cars. This unit meets the bylaw requirements for # of parking spaces per unit but there will be shortfalls.”*

*“Like that the height has been reduced from 14 to 10 storeys.”*

*“More parking for businesses on Young St.”*

*“Good presentation.”*

*“The proposal will dress up a corner that is seriously lacking.”*

*“I grew up in the neighbourhood and recently bought a house and moved back. It is becoming less of a community and more of a concrete jungle where I feel less and less safe to walk/cycle/run (or drive).”*