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**Item No. 13.1.1**  
**Halifax and West Community Council**  
**April 9, 2019 First Reading**  
**May 7, 2019 Public Hearing**  
**June 5, 2019**

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

**SUBMITTED BY:** *-Original Signed-*  
\_\_\_\_\_  
Steve Higgins, Acting Director, Planning and Development

*-Original Signed-*  
\_\_\_\_\_  
Jacques Dubé, Chief Administrative Officer

**DATE:** March 15, 2019

**SUBJECT:** **Case 21288: Land Use By-law Amendment and Development Agreement for 2859 Robie Street, Halifax.**

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**ORIGIN**

Application by WM Fares Architects.

**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 of the Land Use By-law for Halifax Peninsula, as set out in Attachment A, to add 2859 Robie Street, 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 permit a nineteen-storey mixed use building and schedule a public hearing. The public hearing for the Development Agreement shall be held concurrently with the public hearing indicated in Recommendation 1; and
3. Adopt the amendment to Map ZM-2 of the Land Use By-law 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; and
2. Require the Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

**BACKGROUND**

WM Fares Architects, on behalf of property owner Banc Investments Limited, has applied to add 2859 Robie Street, Halifax into Schedule Q of the Land Use By-law for Halifax Peninsula and enter into a development agreement to allow a nineteen-storey mixed use building.

<b>Subject Site</b>	2859 Robie Street, Halifax
<b>Location</b>	Bounded by Macara, Bilby, and Robie Streets
<b>Regional Plan Designation</b>	Urban Settlement (US)
<b>Community Plan Designation (Map 1)</b>	Major Commercial (MJC) and is located within the Peninsula North Secondary Planning Strategy (SPS)
<b>Zoning (Map 2)</b>	General Business Zone (C-2)
<b>Size of Site</b>	Approximately 1,774m <sup>2</sup> (19,095 square feet)
<b>Street Frontage</b>	Approximately 116m (25.3m on Bilby Street, 61m on Robie Street, and 29.7m on Macara Street)
<b>Current Land Use(s)</b>	Vacant
<b>Surrounding Use(s)</b>	The immediate surrounding area is comprised of commercial and residential uses including: <ul style="list-style-type: none"><li>• mixed use buildings across Bilby Street to the south;</li><li>• a two-storey commercial building and three storey commercial building along the rear property line to the east;</li><li>• a one-storey commercial building across Macara Street to the north; and</li><li>• vacant property and one-storey commercial building to the west across Robie Street.</li></ul>

**Proposal Details**

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

- 19-storey building with a maximum height of 63 metres;
- 4 storey podium containing ground floor commercial space;
- Approximately 109 residential units with 30% of units being two or more bedrooms;
- 110 square metres of common indoor amenity space, and 200 square metres of outdoor amenity space located at the fifth level podium rooftop; and
- A minimum of 83 underground parking spaces with access from Macara Street.

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

The subject property is designated Major Commercial under the Halifax Municipal Planning Strategy (MPS), Peninsula North Secondary Planning Strategy and is located within Sub Area 5. It is zoned C-2 (General Business) Zone under the Land Use By-law for Halifax Peninsula which 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 requires Community Council to consider residential or mixed-use buildings for lands located within the Major Commercial designation through the development agreement process. 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.

The majority of existing Schedule "Q" lands are located on the west side of Robie Street between Young Street and North Street. However, this Schedule has also been applied to select sites in general proximity to the subject property (Map 3). The policy is intended to mitigate the potential land use conflicts, ensure adequate road connections, provide high quality design and ensure appropriate, high quality amenity space.

### **Approval Process**

The approval process for this application involves two steps:

1. First, Halifax and West Community Council must consider and, if deemed appropriate, approve the proposed amendment to the LUB to include the subject site within "Schedule Q"; and
2. Secondly, Halifax and West Community Council may then consider and, if deemed appropriate, approve the proposed development agreement once the Land Use By-law (LUB) amendment is in effect.

A single public hearing can be held by Halifax and West Community Council to consider both the LUB amendment and the development agreement. However, Community Council can only render a decision on the development agreement once the LUB amendment has come into effect.

The decision of the Halifax and West Community Council on both the rezoning and the proposed development agreement may be appealed to the N.S. Utility and Review Board (UARB).

### **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 information meeting held on June 6, 2018.

The public information meeting was attended by approximately six people. Attachment D contains a copy of the summary notes from the meeting. The public comments received include the following topics:

- Questions were raised regarding the height of surrounding buildings, the width of existing sidewalks and retention of existing trees; and

- The positive contribution the proposal would make to the community in terms of amenities and that residential uses are an appropriate use on the site.

Due to the limited attendance at the Public Information Meeting, a second notification was mailed to a broader area to obtain additional feedback which included both commercial and residential property owners and renters. The public comments received include the following topics:

- The importance of affordable housing to this area and in HRM;
- That Council should not approve this application prior to Centre Plan being adopted;
- Concern that existing residents are being “priced out”;
- The value of mixed-income neighborhoods and that this development puts that at risk;
- The importance of family sized units; and
- Space for non-profit organizations should be provided.

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed LUB amendment and development agreement. Should 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. Additionally, the HRM website will also be updated to indicated notice of the public hearing.

The proposal will potentially impact stakeholders such as local residents and property owners.

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

On July 9, 2018 the Halifax Peninsula Planning Advisory Committee (PAC) recommended that the application be approved. The Committee suggested that infill development and the increase in residential units within this area is appropriate. They provided favourable comments on various aspects of the building design including the location of entrances and the high percentage of multi-bedroom units. The committee noted several concerns, some of which were subsequently addressed within the building design or through the development agreement. A summary of the key concerns and the applicant’s responses are provided below:

<b>PAC Concern</b>	<b>Applicant Response</b>
<b>1. Encourage wider sidewalks to improve pedestrian experience.</b>	A three-foot setback at the ground level has been provided.
<b>2. Ensure street trees are maintained/present.</b>	The agreement stipulates that any off-site damage, including street trees, will need to be reinstated.
<b>3. Bicycle parking should be located at the ground level.</b>	Bicycle parking is to be located adjacent to main entrances as generally shown on Schedule B.
<b>4. Revision to the design of the southeast elevation to improve aesthetic.</b>	The southeast elevation remains unchanged as the applicant feels it has been well designed and highly articulated. They acknowledged that a small section facing the interior lot line has less articulation due to the distance from existing buildings.
<b>5. Proposal should be in keeping with the draft Centre Plan, specifically height and GFAR maximums.</b>	The proposal is not in keeping with draft Centre Plan requirements. The applicant has stated that the design is tailored for the site and collaboration between HRM staff, the applicant and the public have resulted in the best possible building design.
<b>6. Affordable housing should be incorporated into the proposal.</b>	The applicant has not provided affordable housing options within this proposal nor is there current policy support to require this.
<b>7. Reduce the streetwall from four storeys to three stores.</b>	The streetwall height was not reduced. The applicant stated that considering the site context and the width and function of Robie Street, a four-storey streetwall is appropriate.
<b>8. Reduce the size of the building name signage.</b>	The signage located on Macara Street has been removed. The sign on the northeast elevation remains.

A report from the PAC to Community Council will be provided to Council under separate cover.

## **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 By-law amendment and development agreement in relation to the relevant MPS policies.

### **LUB Amendment (Schedule Q)**

Policy 2.3.1 provides direction to consider 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. Considering the mixed nature of land uses located on and around the subject site, which includes residential, commercial and industrial type uses, the proposal presents an appropriate and beneficial redevelopment opportunity. As Schedule "Q" is currently applied to a large portion of lands located along the west side of Robie Street, and on nearby sites at Robie and Demone Streets, the proposed development represents a small expansion of the area under the Schedule (Map 3). Identifying these lands within Schedule Q allows for the consideration of residential uses by development agreement and grants Community Council greater control and predictability on the site and building design while reducing the potential for land use and design conflicts.

### **Proposed Development Agreement**

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

- Height, siting, massing, and exterior design of the building;
- Permitted uses within the building including a residential tower and commercial ground floor;
- Required unit mix with a minimum of 30% of units containing two or more bedrooms;
- Required indoor and outdoor amenity space and its location;
- Site access location and requirements for vehicular and bike parking;
- Signage and lighting; and
- Non-substantive amendments permitted within the agreement including:
  - The granting of an extension to the date of commencement of development;
  - The length of time for the completion of the development; and
  - Changes to the number of parking spaces required.

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

### **Compatibility with Surrounding Area**

Policy 2.3.3(i) emphasizes the importance of ensuring new development is compatible with the surrounding neighborhood and that any impacts to adjacent properties are mitigated through the design of the building and landscaping treatments.

This area is largely commercial in nature and is currently transitioning to a denser, more mixed-use community. As mentioned previously, several nearby properties have already been included within Schedule Q with a number of buildings either complete or under construction. A higher density mixed use building is in keeping with the transitioning nature of this area and its location on Robie Street.

In terms of the immediately adjacent properties, the building design largely mitigates impacts to surrounding properties. Setbacks have been provided at the rear of the property to allow space between the lower rise commercial buildings to the east and the proposed residential tower. The podium at the rear is

predominantly one storey with a 20-foot setback before the 19-storey tower. Because the rear properties are commercial in nature and - to a lesser extent - given their probable future redevelopment, a 20-foot setback has been evaluated as an appropriate transition.

The tower portion of the building has been designed and located to mitigate impacts to surrounding properties. The tower has been located as far from lower density uses as possible, toward the north-west corner of the site. The tower floor plate, which measures approximately 611m<sup>2</sup>, has been minimized to the greatest possible extent, while still allowing for a viable development form.

#### Building Design

As a major corridor within the Regional Centre, buildings that address Robie Street should be designed with the utmost attention to detail at the pedestrian scale. Policy 2.3.3(iv) further supports this by requiring high quality design detail at the street level through landscaping, signage, and building entrances. This building achieves that in several ways. By addressing three streets, all with active frontages, the building design supports the opportunity for vibrant street life. Commercial entrances are frequent and located along Robie and Bilby Streets allowing for a variety of commercial spaces. The primary residential entrance is located along Macara Street and is clearly distinguished from the rest of the building. The podium has been designed to be highly articulated with a variety of colors and materials.

Above the four-storey podium, the residential tower with a maximum height of 63 metres allows for approximately 109 units and a minimum of 30% of these units must be two or more bedrooms. The slender tower design allows for fast moving shadows, maximizing sun exposure on nearby sidewalks and streets. Additionally, slender towers help mitigate impacts of height from the pedestrian scale.

Both indoor and outdoor amenity space has been provided at the fifth level of the building. A 110-square metre common room has also been provided for use by building occupants. This room is connected to a 200-square metre outdoor podium top amenity space which is to be landscaped with seating and vegetation. Private balconies have also been provided throughout the building as private amenity space for residents.

#### Centre Plan

Staff and Council are obliged to consider this application in the context of existing policy notwithstanding any pending policy or regulatory changes unless Council has formally notified the community of the time and place where the adoption of those changes will be considered. The draft Centre Plan has not yet been adopted, the time and place for consideration of adoption has not yet been determined and approval of the content of those draft documents cannot be presupposed. Under these circumstances, neither staff recommendations, nor Council decisions should be based on this draft document.

This notwithstanding, the current draft Centre Plan contains proposed best practices regarding architecture, massing and density within the Regional Centre and it is reasonable to conclude that the Centre Plan will contain policy and regulation relative to these matters if approved. Where existing policies provide latitude to assess the appropriate building form for a specific context, the draft Centre Plan can provide useful comparables to inform Council's consideration.

The latest draft of the Centre Plan establishes this site within the Robie Street / Young Street Centre. In general, Centres are intended to accommodate a significant portion of growth within the Regional Centre. The Centre designation is intended to provide re-development opportunities that complement existing neighborhoods and a stated goal of this particular centre is to create a more pedestrian-friendly environment.

Regulations specific to massing and design are still under review but there are some comparators that may provide insight and contextual purposes only. The following table provides some detail on these elements.

	Centre Plan		Proposal		Difference
	Proposed Regulation	Resulting Floor Area	Subject Site	Resulting Floor Area	
Gross Floor Area Ratio	6.25	119,343 ft <sup>2</sup>	7.89	150,726 ft <sup>2</sup>	1.64 (31,383 ft <sup>2</sup> )
Height	44m	N/A	63m	N/A	19m

### Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the Halifax MPS. Considering the transitional nature of the area, the building design appropriately relates to the surrounding community. Building and site design improves the existing public realm while mitigating the potential impacts of large buildings to surrounding properties. Therefore, staff recommend that the Halifax and West Community Council approve the proposed amendment to the LUB and the proposed Development Agreement.

### FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2019-2020 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 amending the LUB and adopting the proposed 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 the proposed Development Agreement, and in doing so, must provide reasons why the proposed amendment to the Land Use By-law for Halifax Peninsula and the proposed Development Agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed Land Use By-law amendment and 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:	Schedule Q Lands
Attachment A:	Proposed Amendment to the Land Use By-law for Halifax Peninsula
Attachment B:	Proposed Development Agreement
Attachment C:	Review of Relevant Halifax MPS and LUB Policies
Attachment D:	Public Information Meeting Summary

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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.

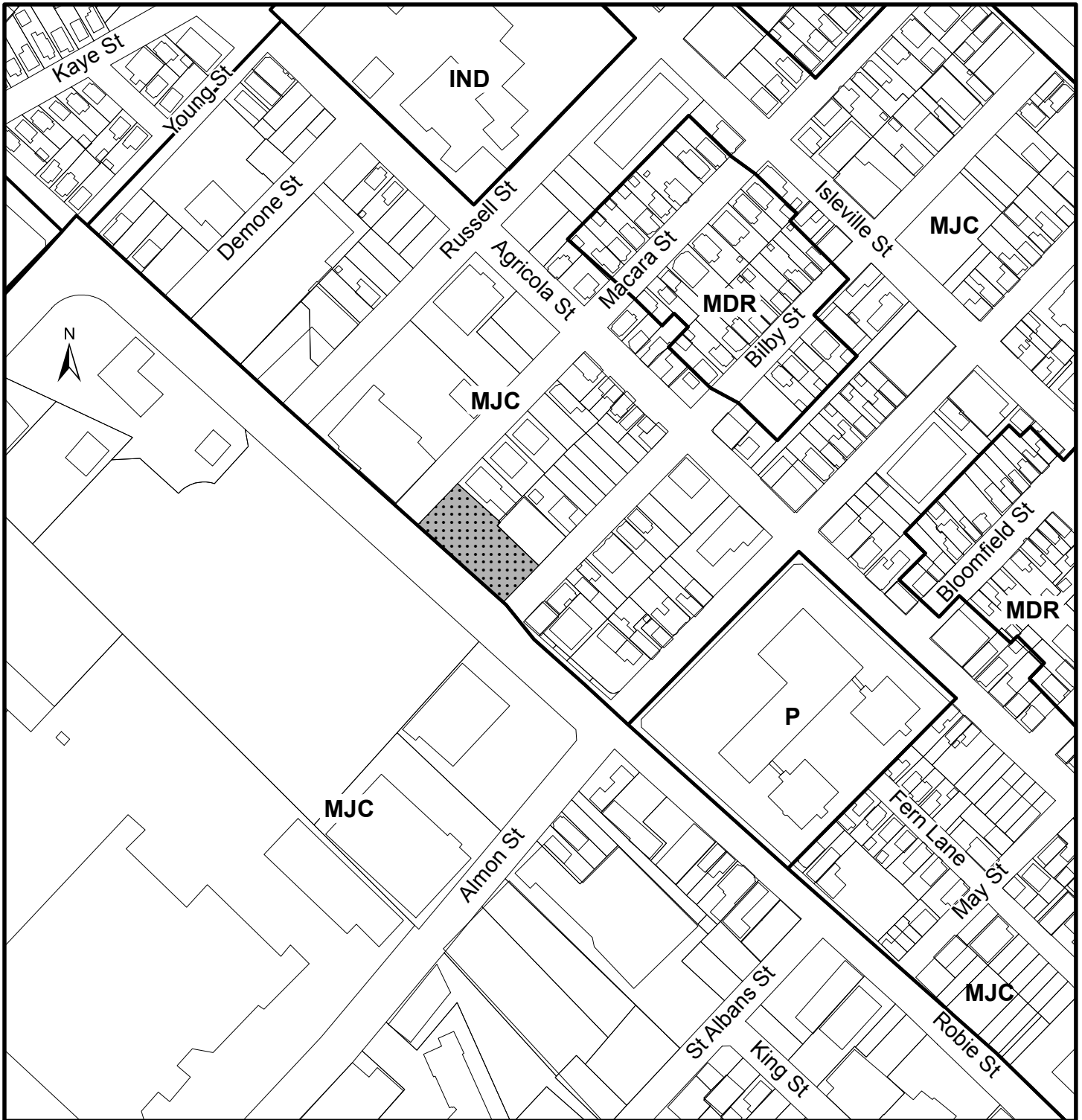
Report Prepared by: Melissa Eavis, Planner III, Current Planning, Urban Enabled Applications, 902.490.3966

***-Original Signed-***

Report Approved by: \_\_\_\_\_  
Carl Purvis, Urban & Rural Planning Applications Program Manager, 902.490.4797

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### Map 1 - Generalized Future Land Use

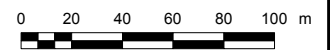
2859 Robie Street  
Halifax

**HALIFAX**

 Subject Property

#### Designation

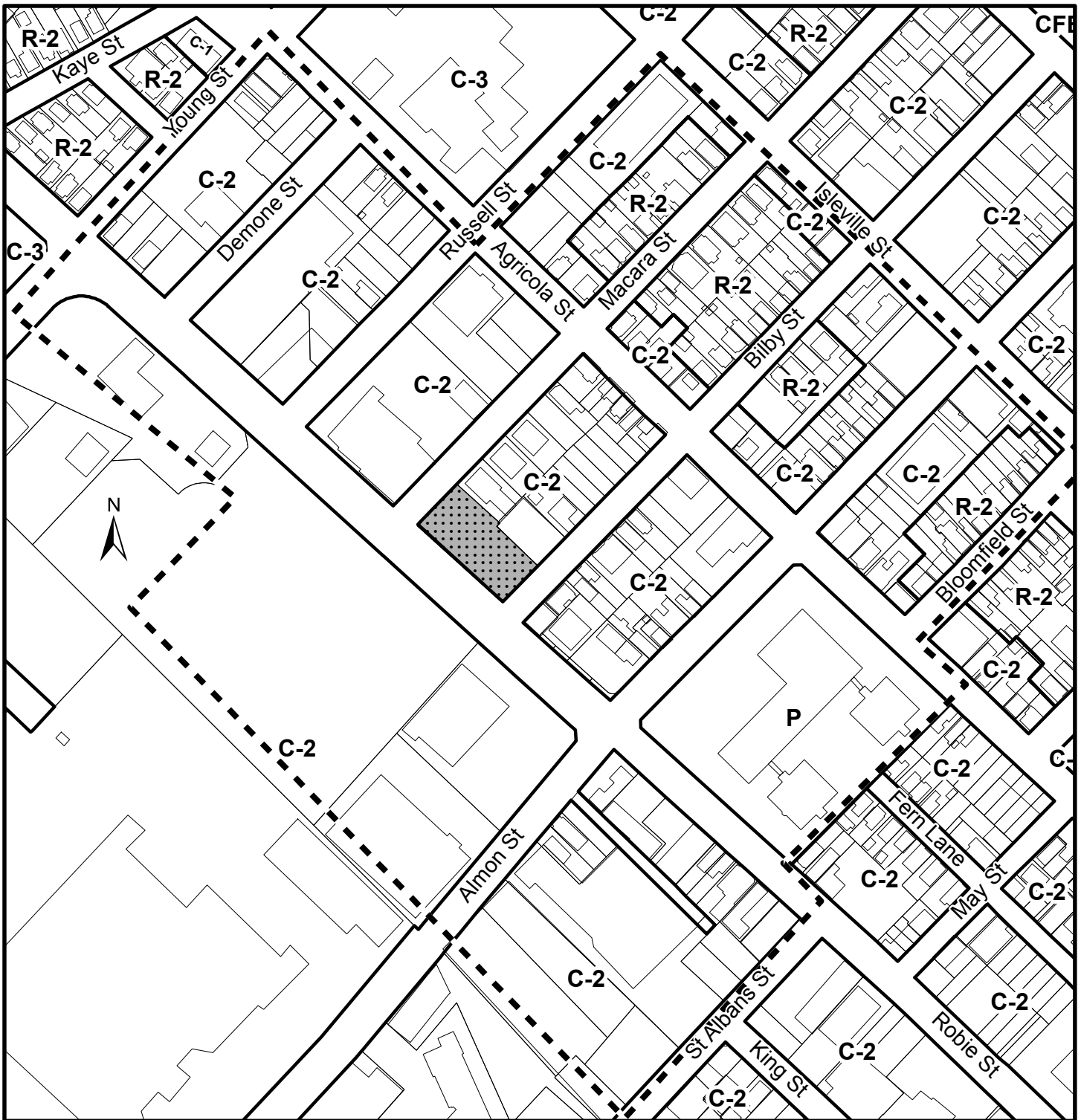
- MDR Medium Density Residential
- MJC Major Commercial
- P Park and Institutional
- IND Industrial



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.

Halifax Plan Area  
Peninsula North Secondary Plan Area



### Map 2 - Zoning and Notification


2859 Robie Street  
Halifax

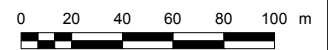
**HALIFAX**

 Subject Property

**Zone**

- R-2 General Residential
- C-2 General Business
- C-3 Industrial
- P Park and Institutional

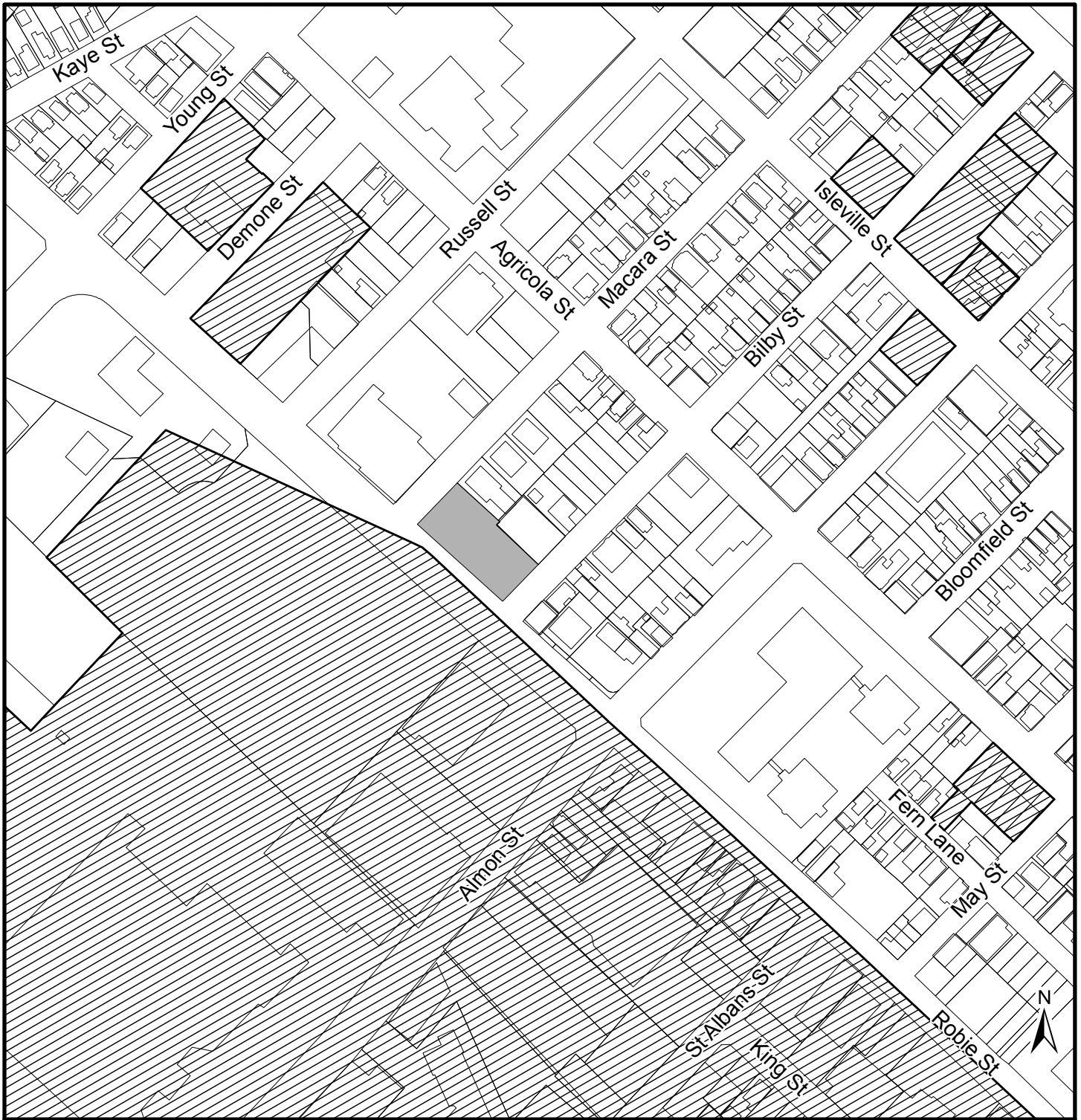
 Area of Notification



Halifax Peninsula  
Land Use By-Law Area

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.

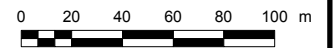



**Map 3 - Schedule Q Lands**

2859 Robie Street  
Halifax

**HALIFAX**

 Subject Property



 Schedule Q Properties

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

Halifax Peninsula  
Land Use By-Law Area

## Attachment A

### Amendment to the Land Use By-law for the 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, the Schedules and Secondary Plan Areas Map, by applying Schedule “Q” to the property identified as 2859 Robie Street, Halifax as shown on the attached Schedule A.

I, Kevin Arjoon, Municipal Clerk for the Halifax Regional Municipality, hereby certify that the above-noted by-law was passed at a meeting of the Halifax and West Community Council held on [DATE], 2019.

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
Kevin Arjoon  
Municipal Clerk

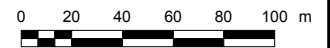



**Schedule A**

2859 Robie Street  
Halifax

**HALIFAX**

 Area to be added to Schedule Q



 Existing Schedule Q Properties

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

Halifax Peninsula  
Land Use By-Law Area

**Attachment B: Proposed Development Agreement**

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

BETWEEN:

**BANC INVESTMENTS LIMITED**

a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 2859 Robie Street and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for a nineteen (19) storey mixed use building 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 21288;

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

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the 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 Halifax Peninsula Land Use By-law as amended shall not be permitted except as written herein.

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

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

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

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

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

## **1.6 Provisions Severable**

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

## **1.7 Lands**

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **PART 2: DEFINITIONS**

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

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

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

- 2.2.1 The following words used in this Agreement shall be defined as follows:
- (a) "Hard Landscaping" means covered by hard or impermeable material such as outdoor furniture, planters, decorative concrete, stonework, bricks, gravel, tiles, pavers, boardwalks, or wood decking.
  - (b) "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 multipurpose rooms with associated kitchen facilities.
  - (c) "Outdoor Amenity Space" means a common amenity area located on top of the podium at the fifth level.
  - (d) "Soft Landscaping" means covered by soft or water-permeable material and vegetation such as trees, hedges, shrubs, flowers, grass, fruit and vegetable plants, sod, or other vegetative groundcover.

## **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 21288:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Southwest and Southeast Elevation
Schedule D	Northwest and Northeast Elevation
Schedule E	Amenity Space Plan

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

- 3.2.1 Prior to the commencement of any site work on the lands, the Developer shall provide to the Development Officer, the documents required under Section 5.2 of this agreement.



- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer:
- (a) a detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.6 of this Agreement; and
  - (b) written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with wind mitigation required under Section 3.13.
- 3.2.3 Prior to the issuance of any Municipal Occupancy Permit, the Developer shall provide to the Development Officer, written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
- 3.2.4 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 nineteen (19) storey mixed use building;
  - (b) Ground floor commercial uses excluding adult entertainment uses, billboards, cannabis production facilities, and uses that would cause a nuisance or a hazard to the public;
  - (c) Underground parking; and
  - (d) Uses accessory to any of the foregoing uses.
- 3.3.2 The development shall be exempted from the detailed requirements of the R-3 (Multiple Dwelling Zone of the Land Use By-law. Instead, the Schedules and written provisions of this Agreement shall apply.

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

- 3.4.1 A minimum of 30% of units shall contain two or more bedrooms.
- 3.4.2 Indoor and outdoor amenity space shall be provided as per Section 3.6 and as shown on Schedule E.

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

- 3.5.1 The building's siting, height, and massing shall be as shown on the Schedules B through D. The building's exterior design and materials shall be as generally shown on Schedules B through D.
- 3.5.2 At the discretion of the Development Officer, building dimensions shown on Schedule B, written or implied, may be varied to a maximum of 10% provided the overall intent of the agreement is maintained.
- 3.5.3 Elevator, mechanical, and stairwell enclosures shall be sited as shown on the Schedules B through D. The maximum height including these structures shall not exceed 63 metres.
- 3.5.4 The main entrances to building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the

Development Officer. Commercial entrances shall front on Robie Street and Bilby Street and are to be located as generally shown on the Schedules with a minimum of four commercial entrances on Robie Street and one commercial entrance on Bilby Street. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

- 3.5.5 The façades facing Robie Street, Macara Street and Bilby Street shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building.
- 3.5.6 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).
- 3.5.7 Any exposed foundation in excess of .75 metres 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.
- 3.5.8 The following external cladding materials are prohibited:
- (a) vinyl siding;
  - (b) plastic;
  - (c) plywood;
  - (d) unfinished concrete;
  - (e) cinder block;
  - (f) exterior insulation and finish systems where stucco is applied to rigid insulation; and
  - (g) darkly tinted or mirrored glass, excepting spandrel glass panels.
- 3.5.9 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.
- 3.5.10 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from any public street or abutting properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.11 The first floor front façade of buildings with ground floor commercial uses must be between 50 – 75 % windows, doors or other treatment sufficiently transparent to provide view of the interior of the building. All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows. Windows shall be vertically proportioned, where possible.
- 3.5.12 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.5.13 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

### **3.6 Amenity Space and Landscaping**

- 3.6.1 The building shall include a minimum floor area of 200 square metres of common Outdoor Amenity Space, to be generally located on the podium as shown on Schedule E. Access to this space from the Indoor Amenity Space required under Section 3.6.2 shall be provided.
- 3.6.2 The building shall include a minimum gross area of 110 square meters of common Indoor Amenity Space, to be generally located on Level 5 as shown on Schedule E.
- 3.6.3 Outdoor Amenity Space required under Section 3.6.1 must be landscaped with a combination of hard and soft landscaping elements.
- 3.6.4 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.
- 3.6.5 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Amenity Space Plan shown on Schedule E. 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.
- 3.6.6 Prior to issuance of an 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.
- 3.6.7 Notwithstanding Section 3.6.6, 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.

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

- 3.7.1 A minimum of 83 parking spaces shall be provided within underground parking levels. A maximum of 9 ground level parking stalls may be permitted within the building at the north corner of the building. Each parking space shall measure at least 8 feet wide and 18 feet long.
- 3.7.2 Access to underground parking levels shall be as shown on Schedules B and D.
- 3.7.3 Bicycle parking shall be provided at a rate in accordance with the requirements of the Halifax Peninsula Land Use By-law and as generally shown on Schedule B.

### **3.8 Outdoor Lighting**

- 3.8.1 A lighting plan shall be provided to the Development Officer demonstrating compliance with Section 3.8 of this Agreement.

- 3.8.2 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.8.3 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.
- 3.8.4 All pedestrian pathways between the building and surrounding streets shall be uniformly lighted along the entire length of the pathway.

### **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 shall be reinstated to original condition or better.

### **3.10 Signs**

- 3.10.1 The sign requirements shall be in accordance with the Halifax Peninsula Land Use By-law as amended from time to time except as shown on the Schedules.
- 3.10.2 Billboards shall not be permitted.
- 3.10.3 Signs depicting the name or corporate logo of the Developer shall be only be permitted while a sales or marketing 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 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Bilby Street, Macara Street, and Robie Street and properties along the north-eastern property line. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.3 Mechanical equipment shall be permitted on the roof and podium provided the equipment is screened and not visible from the surrounding properties and public streets, or incorporated in to the architectural treatments and roof or podium structure.

3.12.4 Any mechanical equipment shall be visually concealed from abutting properties, including municipal rights-of-way, and shall include noise reduction measures.

### **3.13 Wind Mitigation**

3.13.1 Localized wind mitigation shall be provided at the northwest corner of the building (intersection of Macara Street and Robie Street). Wind mitigation options may include a canopy, wind screen, landscaping elements or other means acceptable to the Development Officer.

3.13.2 Prior to issuance of a Development Permit the Developer shall submit to the Development Officer a qualitative wind assessment prepared by a qualified professional certifying that Section 3.13.1 has been satisfied.

## **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 Undergrounding Services**

4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service the 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 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 Private Storm Water Facilities**

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

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

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

### **5.3 Archaeological Monitoring and Protection**

- 5.3.1 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.

### **5.4 Sulphide Bearing Materials**

- 5.4.1 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 7.3.1 of this Agreement;
  - (b) The length of time for the completion of the development as identified in Section 7.5.1 of this Agreement;
  - (c) Changes to the number of parking spaces required as per Section 3.7.1; and
  - (d) Changes to the sign requirements as per Section 3.10.

### **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 four (4) 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 if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

## **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, or phases of this development, after seven (7) years from the date of registration of this Agreement at the 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 Halifax Peninsula Municipal Planning Strategy and Land Use By-law for, 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 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.

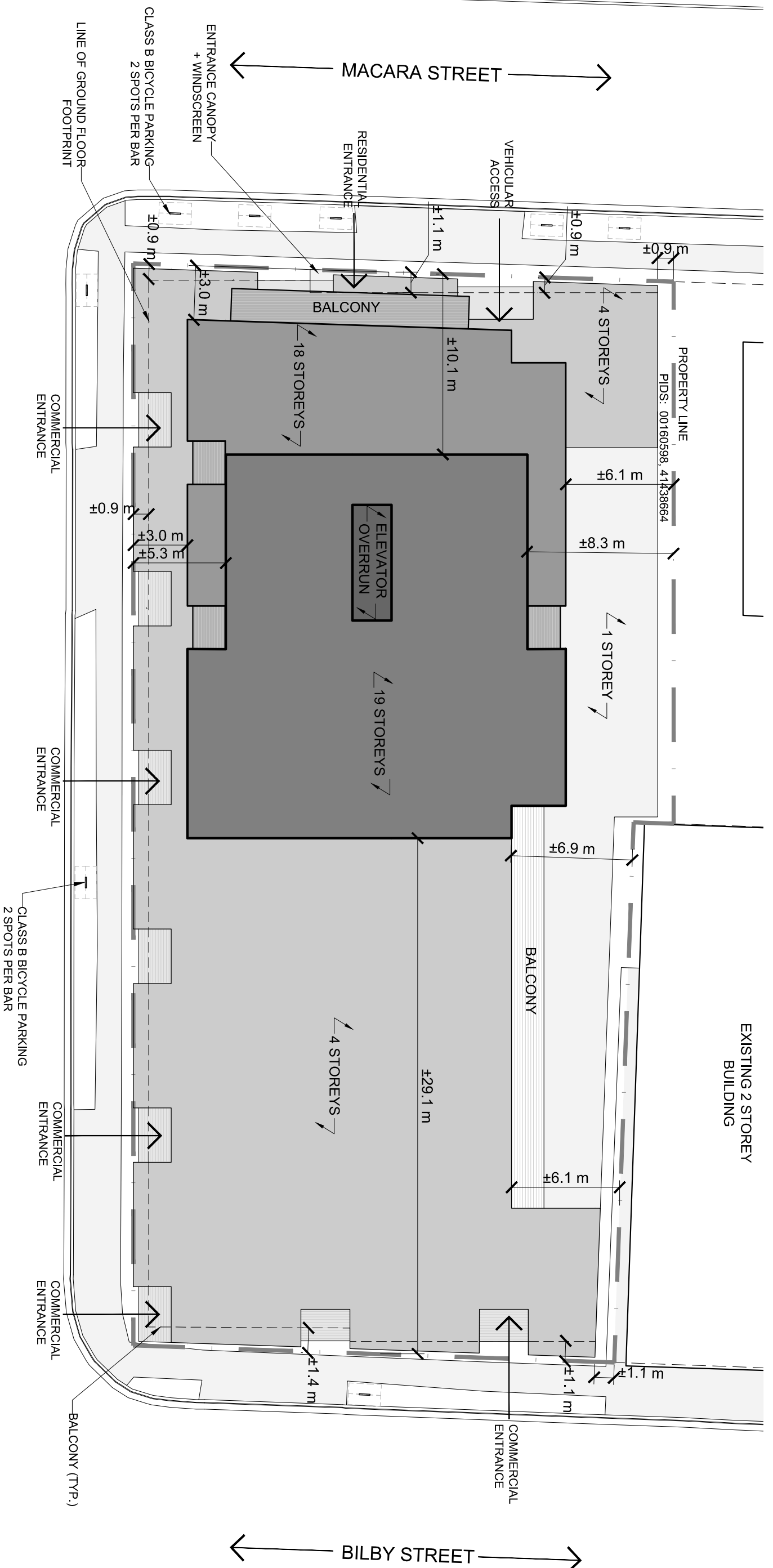
\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

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.

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

Schedule B: Site Plan



← ROBIE STREET →

**BILBY SUITES**

2859 ROBIE STREET, HALIFAX NS

**SCHEDULE B: SITE PLAN**

Project No.:

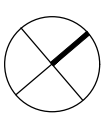
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Date:

P2011.31

1" = 20'-0"

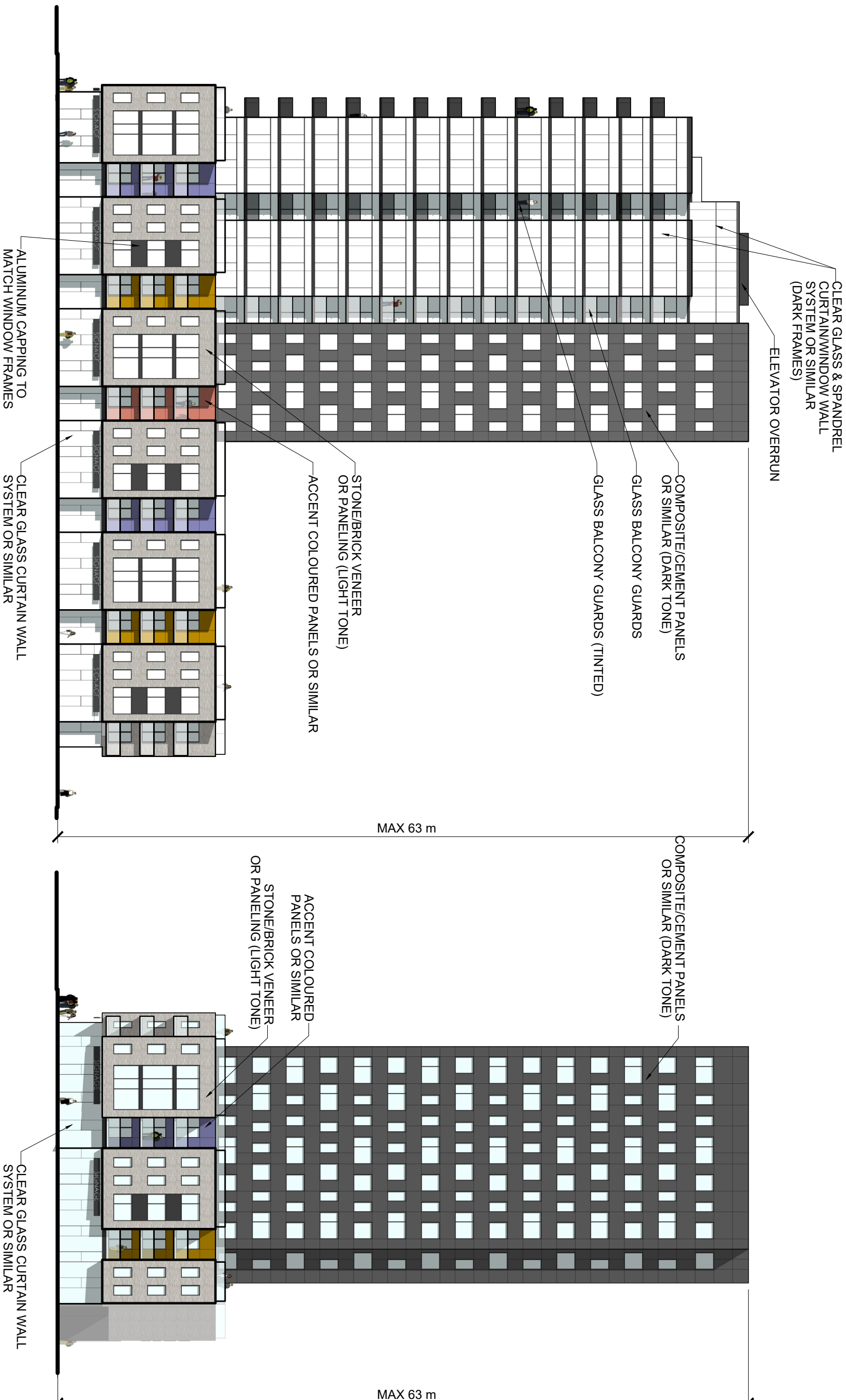
20 Feb 2019



**WM FARRES**  
ARCHITECTS

**A01**

Schedule C: Southwest and Southeast Elevation



1 SOUTHWEST ELEVATION  
A08 SCALE: 1" = 30'-0"

2 SOUTHEAST ELEVATION  
A08 SCALE: 1" = 30'-0"

BILBY SUITES  
HALIFAX, NS

SCHEDULE C: SOUTHWEST and SOUTHEAST  
ELEVATIONS

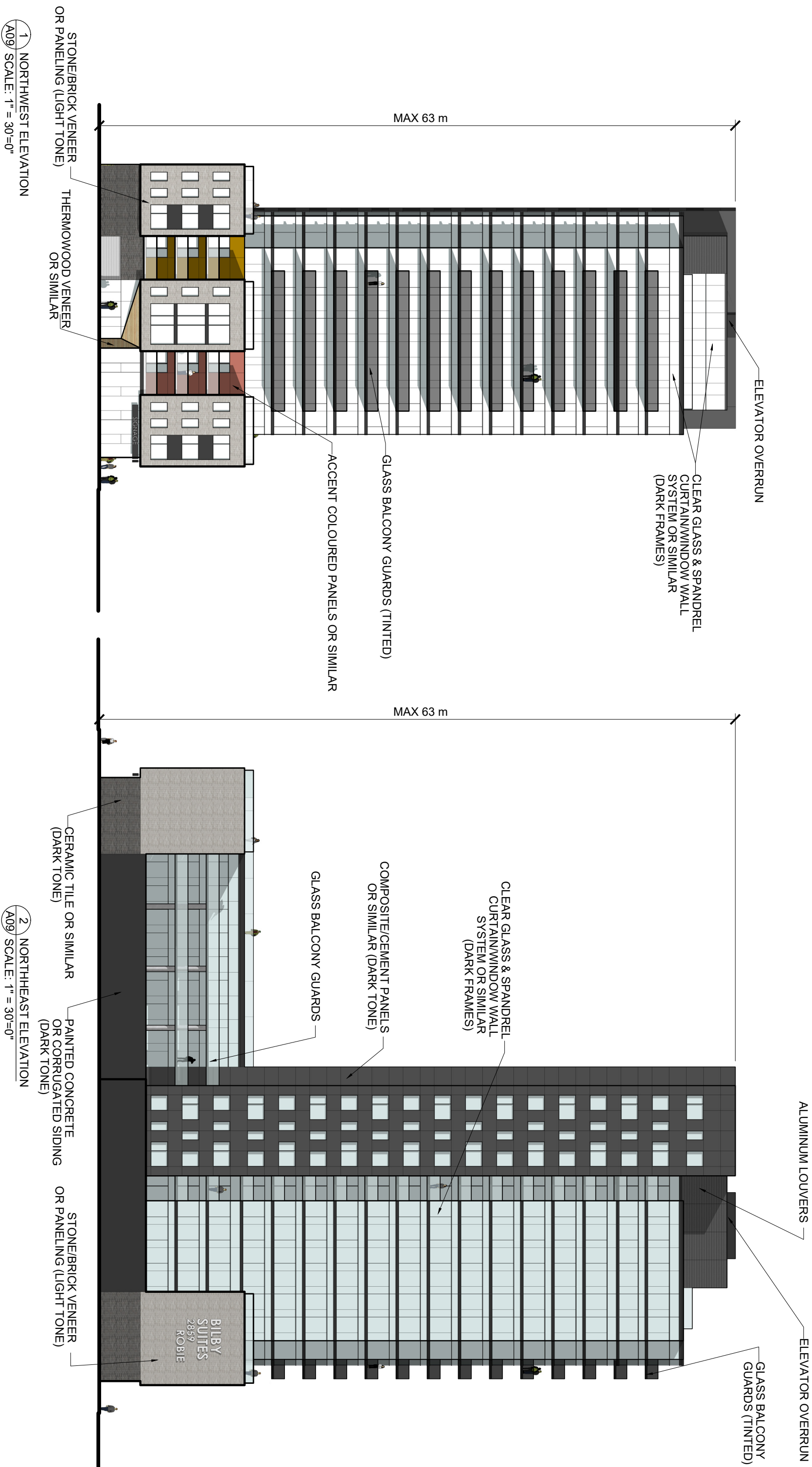
Project No.:  
Scale:  
Date:

2011.31  
AS NOTED  
15 Jan 2019

WM FARRES  
ARCHITECTS

A08

Schedule D: Northwest and Northeast Elevations



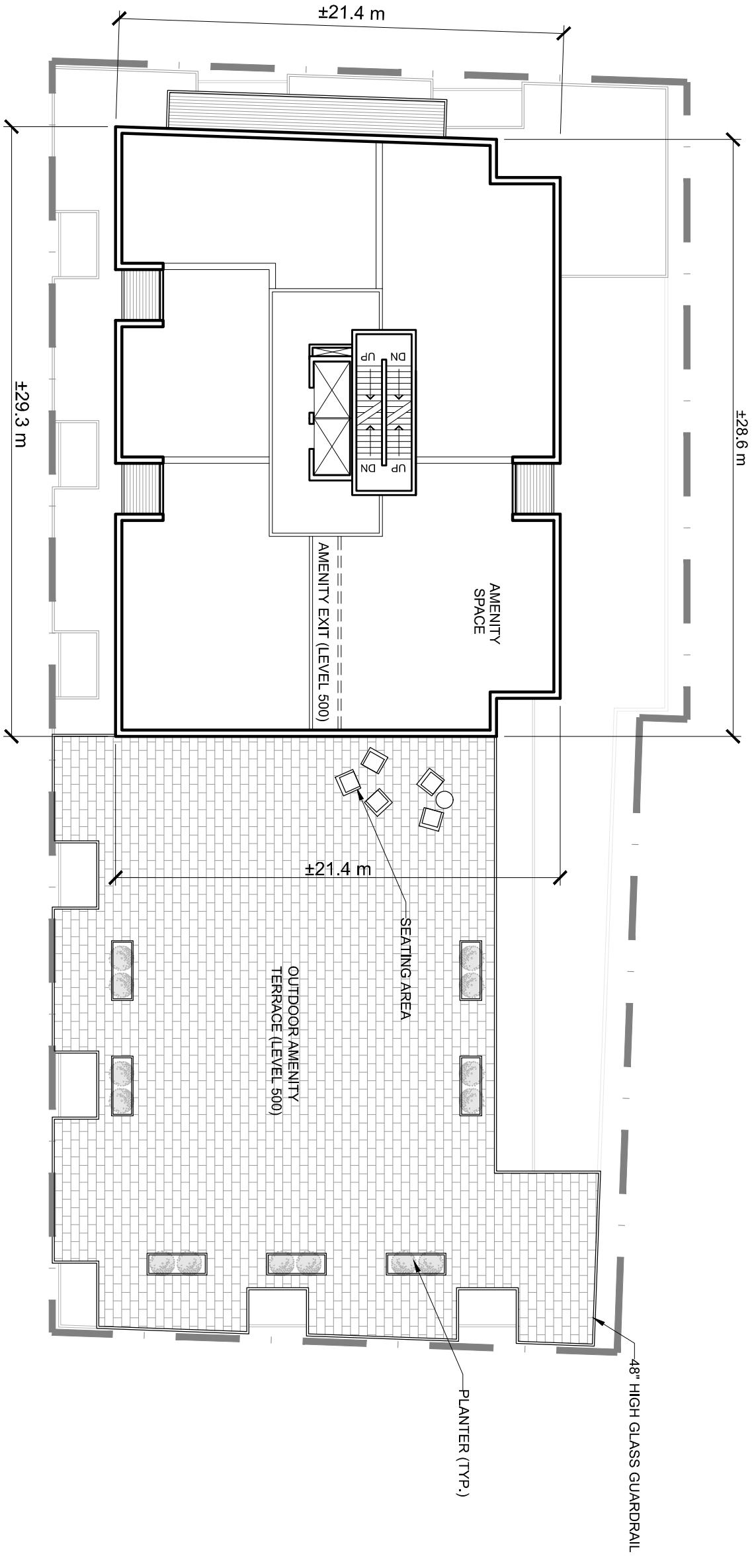
BILBY SUITES  
 HALIFAX, NS

SCHEDULE D: NORTHWEST and NORTHEAST  
 ELEVATIONS

Project No.: 2011.31  
 Scale: AS NOTED  
 Date: 15 Jan 2019

WM FARRES  
 ARCHITECTS

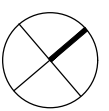
**A09**



BILBY SUITES  
2859 ROBIE STREET, HALIFAX NS

SCHEDULE E: AMENITY SPACE PLAN  
LEVEL 500 FLOOR PLAN

Project No.: P2011.31  
Scale: 1" = 20'-0"  
Date: 15 Jan 2019



WM FARRES  
ARCHITECTS

A06

## Attachment C: Review of Relevant Halifax MPS and LUB Policies

<b>Section XI: Peninsula North Secondary Planning Strategy</b>	
<b>2. Commercial Facilities</b>	
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.	
<b>Policy</b>	<b>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 request is to include this property within Schedule Q of the Halifax Peninsula Land Use By-law. The inclusion of this property within Schedule Q will allow for consideration of a mixed-use development by development agreement in keeping with the applicable policies and compatible with the area.
<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>	A development agreement has been requested.
<i>2.3.3 In considering agreements pursuant to Policy 2.3.2, Council shall consider the following:</i>	The subject site is within a primarily commercial corridor that is currently transitioning to a more mix-use neighborhood. As such, immediate properties are predominantly low density commercial spaces with some residential use.
<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>	Due to the transitioning nature of the surrounding community, the proposed development is unlikely to negatively impact the development of adjacent properties.
<i>(ii) the appropriate integration of the development into the traditional grid street system of the Peninsula;</i>	The subject site is within an existing city block and is surrounded by three public streets. As such, it is appropriately integrated into the traditional grid street system.
<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 location of this proposal is at a block end with the vehicular entrance located off Macara Street. Because the subject site fronts on to a major city thoroughfare, Robie Street, traffic will be less likely to use local neighborhood routes.
<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 podium of the building is well articulated both vertically and horizontally. Commercial entrances line both Robie and Bilby Streets which further animates the public realm. Tower dimensions have been minimized to mitigate the impact on public sidewalks and the pedestrian experience.
<i>(v) the provision of high quality open space and leisure areas of a size and type adequate for the resident population;</i>	No landscape open space has been proposed due to the limited size of the site. However, 200 square metres of outdoor amenity space and 110 square metres of indoor amenity space have been provided on the fifth level.
<i>(vi) residential and commercial densities consistent with municipal services;</i>	Development Engineering and Halifax Water have reviewed the proposal and not identified any issues.
<i>(vii) encouraging high quality exterior construction materials such as masonry; and</i>	Proposed exterior materials include glass curtain wall, stone and brick veneer and composite or cement panels. The proposed development



	agreement prohibits materials considered to be low quality or inappropriate for large buildings.
<i>(viii) other relevant land use considerations which are based on the policy guidance of this Section.</i>	There are no other relevant land use considerations.
<b>Section II: City Wide Objectives and Policies</b>	
<b>8. Environment</b>	
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>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 applicant has revised the design to implement the recommendations of a wind study provided for the proposed building design. Further, they will be required to provide wind mitigation at the northwest corner of the building as per section 3.12 of the development agreement.

<b>Land Use By-law for Halifax Peninsula (LUB)</b>	
<b>Section 92: SCHEDULE "Q" (p 131)</b>	
In any area shown as Schedule "Q", any use shall be permitted which is permitted by the zoning designation of such area, except that any proposed residential or mixed residential-commercial development over four residential units may proceed only by development agreement pursuant to Policy 2.3.3. of Section XI.	

## Attachment D: Public Information Meeting Summary

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case 21288**

*The following does not represent a verbatim record of the proceedings of this meeting.*

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**Wednesday, June 6, 2018**  
**7:00 p.m.**  
**Halifax Forum (Maritime Hall)**

**STAFF IN**

**ATTENDANCE:** Melissa Eavis, Planner, HRM Planning and Development  
Holly Kent, Planning Technician, HRM Planning and Development  
Cara McFarlane, Planning Controller, 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 6

---

The meeting commenced at approximately 7:00 p.m.

**1. Call to order, purpose of meeting – Melissa Eavis**

**Ms. Eavis** is the Planner and Facilitator for the application and introduced the area Councillor, the applicant and staff members.

Case 21288 - Application by W.M. Fares Architects to add the property located at 2859 Robie Street to Schedule Q of the Halifax Peninsula Land Use By-law (LUB) and apply a Development Agreement to the site to allow for a 17 storey mixed-use building.

The purpose of the Public Information Meeting (PIM) is to:

- Identify the proposal site and highlight the proposal;
- Give the applicant an opportunity to present the proposal; and
- Receive public feedback and input regarding the proposal that will be used to prepare the staff report and go forward with this application.

No decisions are made at the PIM or have been made up to this point.

**2. Presentation of Proposal – Melissa Eavis**

**Ms. Eavis** provided a brief presentation of the proposal for 2859 Robie Street, Halifax outlining the status of the application, the Applicant's request, the context of the subject lands, building elevations and the relevant planning policies / existing zoning.

## **Presentation of Proposal – Jacob JeBailey, Principal Architect, WM Fares Architects**

**Mr. JeBailey** presented outlining the site context, proposal's site plan / data, building elevations and artistic renderings.

### **3. Questions and Comments**

**Ashley Morton, Duffus Street, Member of Halifax Peninsula Planning Advisory Committee** asked about the width of the sidewalks, the height of other buildings in the area, and the trees shown in the renderings. **Mr. JeBailey** – The setback varies between 2'10" and 3'. The trees would be on HRM property. **Ms. Eavis** – There are two 18-storey buildings in the area.

**Glenda, Shamrock Drive** commented on the different / positive things the proposal would offer and that it would be a nice area for a residential building.

### **4. Closing Comments – Melissa Eavis**

**Ms. Eavis** thanked everyone for coming and expressing their comments.

### **5. Adjournment**

The meeting adjourned at approximately 7:21 p.m.