



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

**Item No. 5.1.1**  
**Halifax and West Community Council**  
**June 17, 2020**

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

**SUBMITTED BY:** \_\_\_\_\_  
Kelly Denty, Director of Planning and Development

**DATE:** May 21, 2020

**SUBJECT:** **Case 22906: Discharging Development Agreement for 2900 Agricola Street, Halifax**

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**ORIGIN**

Application by Bell Media Incorporated.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Approve, by resolution, the Discharging Development Agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
2. Require the Discharging Development Agreement be signed by the property owner within 240 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**

Bell Media Inc. is applying to discharge an existing development agreement that allowed the construction of a radio station on lands at 2900 Agricola Street, in Halifax.

<b>Subject Site</b>	2900 Agricola Street, Halifax
<b>Location</b>	Regional Centre Plan Area
<b>Regional Plan Designation</b>	US (Urban Settlement)
<b>Community Plan Designation (Map 1)</b>	CEN (Centre)
<b>Zoning (Map 2)</b>	CEN-2 (Centre 2)
<b>Size of Site</b>	2,170 m <sup>2</sup> (23,358 ft <sup>2</sup> )
<b>Street Frontage</b>	Russell Street: 50 m (164 ft) Agricola Street: 31 m (102 f) Macara Street: 20 m (66 ft)
<b>Current Land Use(s)</b>	Radio station
<b>Surrounding Use(s)</b>	Multi-unit dwellings, retail uses, office uses, surface parking, television station (CTV), brewery (Olands), one unit dwellings, two-unit dwellings

### **Proposal Details**

The applicant proposes to discharge the existing development agreement that permitted the construction of a radio station at 2900 Agricola Street. The former Halifax City Council approved the development agreement at its meeting on November 8, 1989.

### **Policy Context**

The *Halifax Regional Municipality Charter* provides Council with a mechanism to discharge development agreements. Part VIII, Clause 244 identifies that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The Charter does not require a public hearing for the discharge of an agreement or a portion thereof. A Community Council may discharge a development agreement by resolution.

The development enabled by the existing development agreement is a two-storey structure with associated surface parking. The development is complete, and the applicant proposes to maintain the existing structure as it is and proposes a change of use. If Council discharges the agreement, the zone standards for the CEN -2 (Centre 2) Zone of the Regional Centre Land Use By-law will apply to the subject site and the existing structure.

## **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 and signage posted on the subject site. Staff have not received any comments from the public relating to this application, and there is no requirement for a public hearing.

## **DISCUSSION**

The subject site is currently zoned CEN-2 in the Land Use By-law for the Regional Centre. The CEN-2 Zone permits a range of residential, commercial, open space, institutional and industrial uses. See Attachment C for a list of the uses permitted by-right in the CEN-2 Zone.

The proposed use is as office space for the Dalhousie Legal Aid Clinic, which would be permitted by-right in the CEN-2 Zone. However, regardless of proposed or intended use, if the existing development agreement were discharged, any use permitted in the CEN-2 Zone would be permitted on the subject site.

### **Non-Conforming Structure**

The existing structure on the subject site is non-conforming under the zone standards of the CEN-2 Zone and section 253 of *Halifax Regional Municipality Charter*. The existing structure could remain as it is, but any additions or expansions would have to meet the requirements of the Land Use By-law for the Regional Centre.

Section 33 of the Land Use By-law for the Regional Centre also provides additional flexibility for non-conforming structures stating:

33 (1) In any D, CEN-2, CEN-1, COR, HR-2, or HR-1 zone, the restrictions in the *Charter* respecting non-conforming structures are relaxed by allowing them to be extended, enlarged, or altered if the extension, enlargement, or alteration does not further worsen any non-conformity with this By-law.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the request to discharge the existing development agreement is reasonably consistent with the intent of the Municipal Planning Strategy for the Regional Centre. The proposed discharge is also explicitly provided for in the *HRM Charter*.

### **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 discharge agreement. The administration of the proposed discharge agreement can be carried out within the approved 2020-2021 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 discharge the development agreement contained within the Discussion section of this report, if applicable.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

### **ALTERNATIVES**

1. Halifax and West Community Council may choose to refuse to discharge the existing development agreement, and therefore, development on the property would remain subject to the conditions of the agreement. A decision of Council to refuse to discharge a development agreement is appealable to the Nova Scotia Utility and Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Discharging Development Agreement
Attachment B:	Original Development Agreement
Attachment C:	Regional Centre LUB – List of Permitted Uses in the CEN-2 Zone

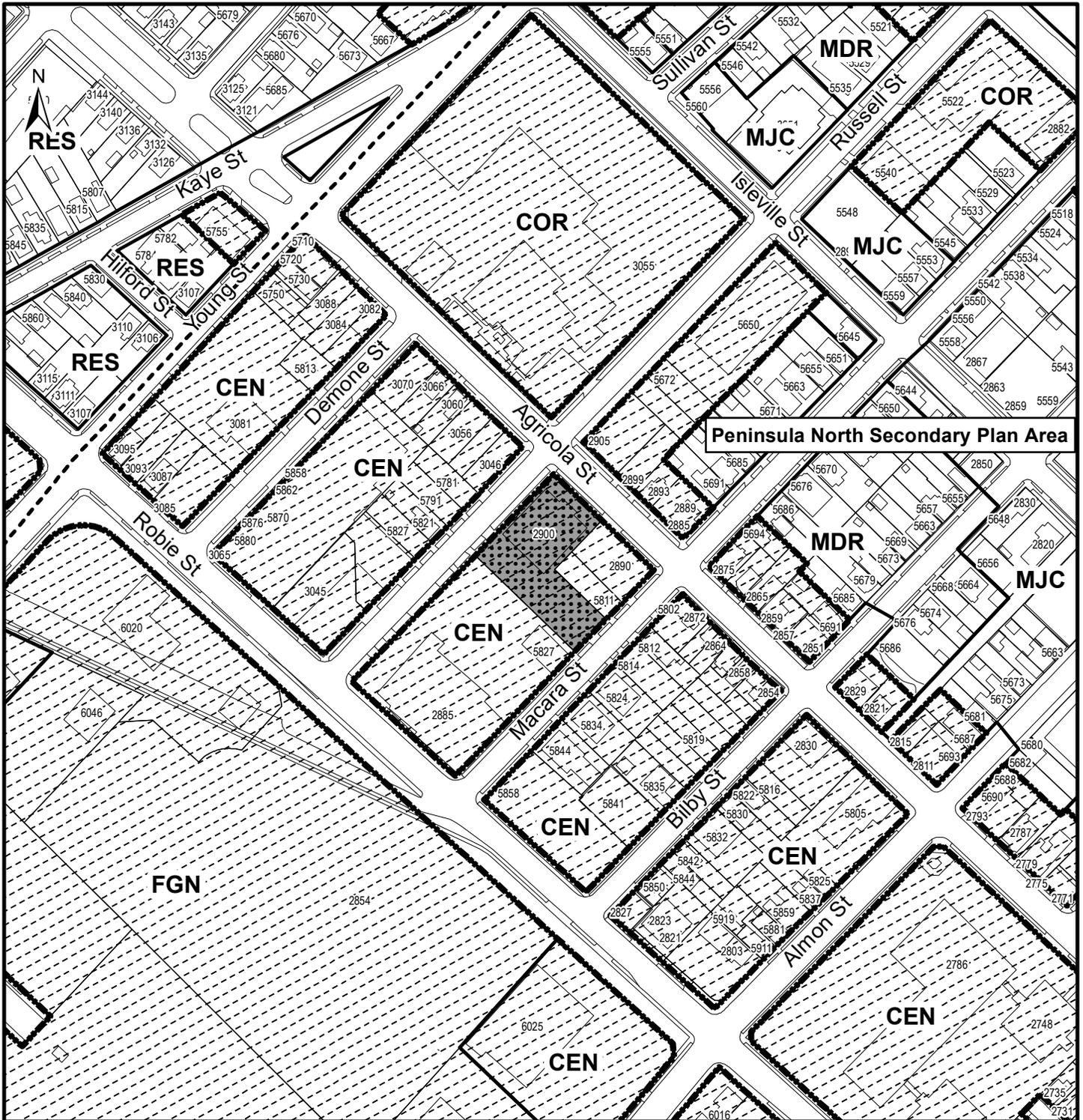
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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Jamy-Ellen Klenavic, Planner 2, 902.476.8361

Report Approved by: Steven Higgins, Manager Current Planning, 902.490.4382

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Peninsula North Secondary Plan Area

**Map 1 - Generalized Future Land Use**

2900 Agricola Street Halifax

-  Subject Property
-  Regional Centre Package A

Regional Centre Package A Plan Area,  
Halifax Plan Area  
Peninsula North Secondary Plan Area

**Peninsula North - Designation**

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

**Halifax - Designation**

- RES Residential Environments

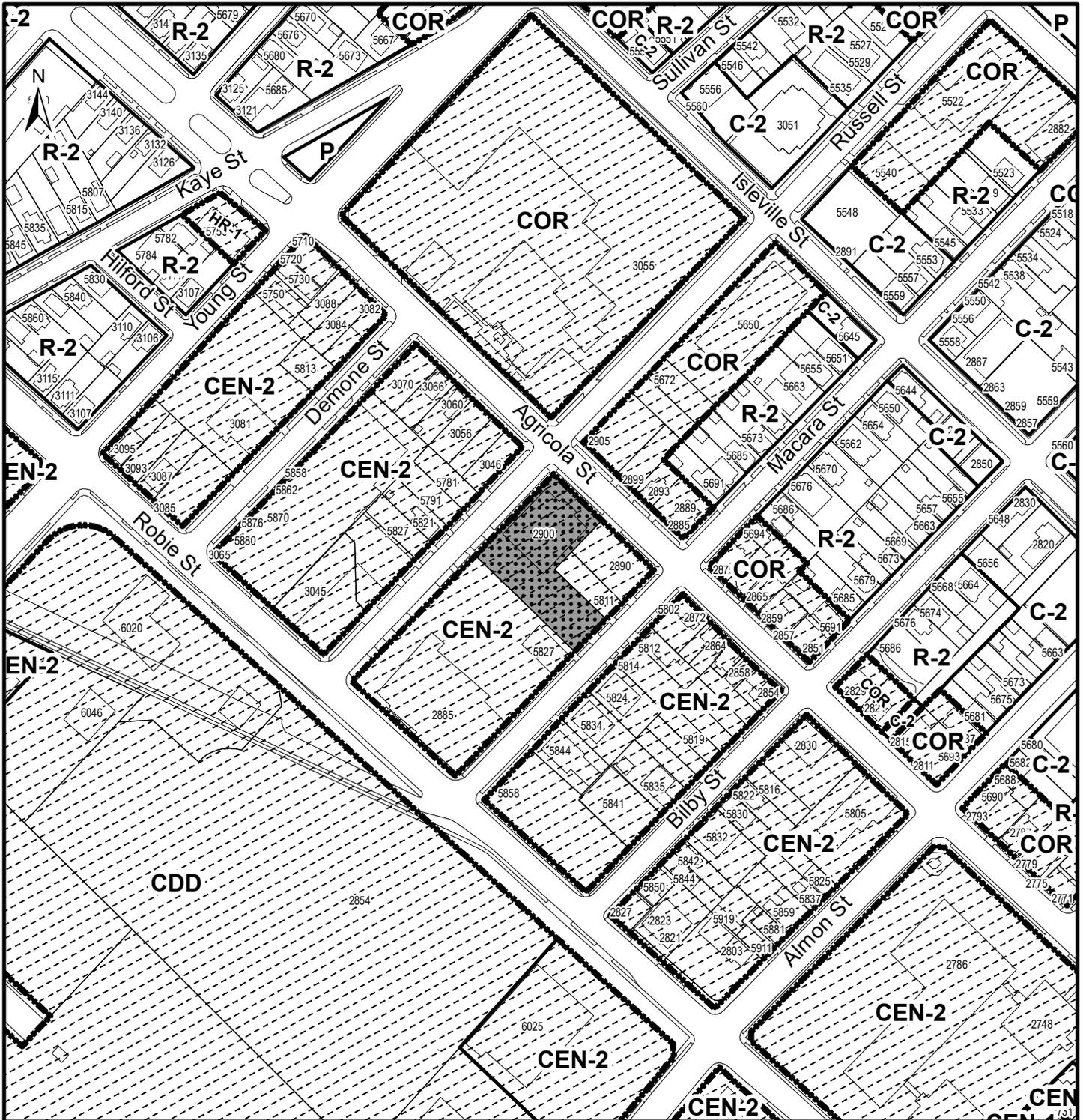
**Regional Centre - Designation**

- CEN Centre
- COR Corridor
- FGN Future Growth Node
- HR Higher-Order Residential



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**

2900 Agricola Street Halifax

 Subject Property

 Regional Centre Package A

Regional Centre Package A Land Use By-Law Area,  
Halifax Peninsula Land Use By-Law Area

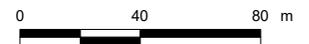
**Halifax Peninsula - Zone**

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

**Regional Centre - Zone**

- CDD Comprehensive Development District
- CEN-1 Centre-1
- CEN-2 Centre-2
- COR Corridor
- HR-1 Higher-Order Residential-1

**HALIFAX**



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

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

## ATTACHMENT A: Discharging Development Agreement

THIS DISCHARGING AGREEMENT made this      day of                      , 202\_,

BETWEEN:

**PROPERTY OWNER**

a body corporate, registered 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 2900 Agricola Street, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the former Halifax City Council approved an application on November 8, 1989 to enter into a Development Agreement with C.H.U.M. Limited to allow the construction of a radio station on the Lands, and which said development agreement was registered at the Registry of Deeds on January 12, 1990, found in Book 2149, Pages 594-597 (hereinafter called the "Existing Agreement");

**AND WHEREAS** on November 10, 2007 Articles of Amendment changing the name of the corporation from C.H.U.M Limited to CTV Limited were registered with the Land Registration Office as Document Number 89277942;

**AND WHEREAS** the Developer has requested that the Existing Agreement be discharged from the Lands;

**AND WHEREAS**, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Halifax and West Community Council approved this request by resolution at a meeting held on **[INSERT - date]**, referenced as Municipal Case Number 22906;

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

1. The Existing Agreement is hereby discharged as it applies to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Land Use By-law for the Regional Centre, as amended from time to time.

**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:

**[DEVELOPER]**

\_\_\_\_\_  
Witness

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

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
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.

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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 Sherryl Murphy, 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

594

2149 ✓

THIS AGREEMENT made this 5<sup>th</sup> day of JANUARY, 1990

BETWEEN:

C.H.U.M. LIMITED  
a body corporate, in the County of  
Halifax, Province of Nova Scotia,  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

CITY OF HALIFAX,  
a municipal body corporate,  
(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Developer wishes to obtain permission to construct a radio station on Block C-1B in the City, pursuant to Section 83 of the Peninsula part of the Land Use Bylaw;

AND WHEREAS a condition of the granting of approval of Council is that the Developer enter into an agreement with the City;

AND WHEREAS the Council of the City, at its meeting on the 8th day of November 1989, approved the said contract development to permit construction of a radio station subject to the registered owner of the lands described herein entering into this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the City of the contract development requested by the Developer, the Developer agrees as follows:

1. The Developer is the registered owner of the lands known as Block C-1B in the City of Halifax, described in Schedule "A" hereto (hereinafter called the "lands").
2. The Developer shall construct on the lands a building, which in the opinion of the Development Officer, is substantially in conformance with Plan(s) No. P200/17372-76 filed in the City of Halifax Development and Planning Department as Case No. 5796, and shall not develop or use the lands for any other purpose other than a radio station.

3. The "development" shall be completed (completion is defined as fulfilling the terms of the entire agreement) within two years from the date of final approval by Halifax City Council or any other bodies as necessary, whichever approval is later, including any applicable appeal periods. If the "development" has not been completed by the applicable time, this agreement will terminate unless specifically extended, upon request of the applicant, by resolution of City Council and all rights and obligations arising hereunder shall be at an end.

4. Notwithstanding any other provision of this agreement, the Developer shall not undertake or carry out any development on the lands which does not comply with all City of Halifax laws, including, without restricting the generality of the foregoing, the Building Code Ordinance and the Fire Prevention Ordinance and no permit shall be issued for any such development.

5. The City shall issue the necessary permits for the development upon the expiration of the twenty-one (21) day appeal period under Section 71 of the Planning Act, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken; provided, however, that the City shall not issue any occupancy permit for the development unless and until the development specified in the plans referred to in No. 2 hereof has been completed substantially in accordance with the said plans and the requirements of this have been met.

Time shall be of the essence of this agreement.

This agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

[Redacted Signature]

C.H.U.M. LIMITED

[Redacted Signature]  
Per [Redacted]  
Per [Redacted]

CITY OF HALIFAX

[Redacted Signature]

Per [Redacted]  
Per [Redacted]

596

BLOCK C-1B

RUSSELL STREET

HALIFAX, NOVA SCOTIA

ALL that certain block of land on the southeastern side of Russell Street in the City of Halifax, Province of Nova Scotia shown as Block C-1B on a plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 14-408-A) of survey of Block C-1B and Lot 23, Consolidation of Lands Conveyed to & Acquired by Chum Limited signed by Terrance R. Doogue, N.S.L.S. dated July 19th, 1989 and described as follows :

BEGINNING on the southeastern street line of Russell Street at the northern corner of Block C-1A being that portion as conveyed to Chum Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 3466 at Page 181;

THENCE N 43° 47' 02" E, 164.49 feet along the southeastern street line of Russell Street to its intersection with the southwestern street line of Agricola Street;

THENCE S 46° 11' 21" E, 102.08 feet along the southwestern street line of Agricola Street to the northern corner of Lot 23 lands as conveyed to Chum Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 4684 at Page 195;

THENCE S 44° 00' 08" W, 98.88 feet along the northwestern boundary of Lot 23 and the northwestern boundary of lands as conveyed to Sharon L. Cruickshank and Virgie F. McIntyre (Sharfran Investments) by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 4464 at Page 203 to the western corner thereof;

THENCE S 45° 58' 00" E, 100.00 feet along the southwestern boundary of said lands as conveyed to Sharon L. Cruickshank and Virgie F. McIntyre (Sharfran Investments) to its intersection with the northwestern street line of Macara Street;

THENCE S 44° 00' 08" W, 66.00 feet along the northwestern street line of Macara Street to the eastern corner for the aforementioned Block C-1A being that portion as conveyed to Chum Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 3336 at Page 1196;

THENCE N 45° 58' 00" W, 201.45 feet along the northeastern boundary of Block C-1A to the place of beginning.

CONTAINING 23,358 square feet (0.536 acres).

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian 64° 30' West.

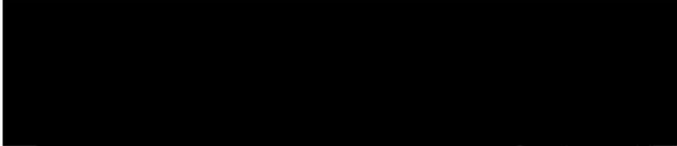


Granville Leopold, N.S.L.S.  
Halifax, Nova Scotia  
July 21st, 1989



PROVINCE OF ONTARIO  
COUNTY OF *York*

ON THIS *20<sup>th</sup>* day of *December*, A.D., 1989,  
*CAMILLA NEILSON* a subscribing witness to the within and  
foregoing Indenture came and appeared before me, and, having been  
by me duly sworn, made oath and said that C.H.U.M. Limited, one  
of the parties thereto, caused the same to be executed and its  
Corporate Seal to be thereunto affixed by the hands of its duly  
authorized officers in ~~her~~ presence.

  
A Notary Public in and for the  
Province of Ontario

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS *5<sup>th</sup>* day of *JANUARY*, A.D., 19*89*,  
before me, the subscriber personally came and appeared  
*JACQUE DOYLE* a subscribing witness to the within  
and the foregoing Indenture, who, having been by me duly sworn,  
made oath and said that the City of Halifax, one of the parties  
thereto, caused the same to be executed and its Corporate Seal to  
be thereunto affixed by the hands of Ron Wallace, its Mayor, and  
E. A. Kerr, its City Clerk, its duly authorized officers in her  
presence.

  
A Barrister of the Supreme Court  
of Nova Scotia

Province of Nova Scotia  
County of Halifax

*BARRY S. ALLEN*

I hereby certify that the within instrument  
was recorded in the Registry of Deeds Office  
at Halifax in the County of Halifax, N. S.,  
at *3:39* o'clock *P* M., on the *12<sup>th</sup>*  
day of *Jan* A.D., 19*90* in  
Book No. *4468* at Pages *594-597*  
as Document Number *2140*.

  
Registrar of Deeds for the Registration  
District of Halifax County

## Attachment C: Regional Centre LUB - List of Permitted Uses in the CEN-2 Zone

### Regional Centre Land Use By-law

The subject site is zoned CEN-2 (Centre 2) by the Regional Centre Land Used By-law. The Regional Centre LUB permits the following uses by-right in the CEN-2 Zone:

#### ***Residential uses***

- Single, Two-Unit, or Three- or Four-Unit Dwelling	- Multi-unit Dwelling	- Bed and Breakfast
- Townhouse Dwelling	- Large Shared Housing	- Wok-live/Grade-related Unit
- Home Occupation/Office	- Secondary/Backyard Suite	- Model Suite

#### ***Commercial Uses***

- Broadcast Use	- Garden Centre	- Pet Daycare
- Cannabis Lounge/Retail Sales	- Grocery Store	- Workshop
- Daycare	- Hotel	- Restaurant
- Drinking Establishment	- Local Commercial Use	- Retail
- Financial Institution	- Micro-brewery or Micro-distillery	- Self-storage Facility
- Fitness Centre	- Office Use	- Service Station
- Personal Service Use	- Pawn Shop	- Veterinary Facility
- Any other commercial use not expressly prohibited by the Land Use By-law for the Regional Centre		

#### ***Institutional Uses***

- Convention Centre	- Emergency Shelter	- Religious Institution
- Cultural Use	- Minor Spectator Venue	- School
- Emergency Services Use	- Medical Clinic	- University or College

**Other Uses**

- Farmers' Market/Urban Farm	- Club Recreation Use	- Historic Site or Monument Use
- Wholesale Food Production	- Community Recreation Use	- Parking Structure Use
- Recycling Depot	- Park Space	- Temporary Construction Use
- Utility Use	- Accessory Structure Use	- Transportation Facility Use