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Item No. 7.1.3
Halifax and West Community Council
July 8, 2020

TO: Chair and Members of Halifax and West Community Council

Original Signed

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: June 24, 2020

SUBJECT: Case 21730: Development Agreement for 205 Bedford Highway, Halifax

ORIGIN

- Application by KWR Approvals, on behalf of Pathos Properties Incorporated
- On October 2, 2018, Regional Council initiated the MPS amendment process, to consider a mid-rise, mixed-use development of up to eight floors, at 205 Bedford Highway, subject to creating a policy approach for the development that mandates affordable housing units are delivered
- January 14, 2020 Regional Council approval of MPS and LUB Amendments

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 the proposed development agreement, as set out in Attachment A, to permit an eight storey, mixed-use development at 205 Bedford Highway that includes 18 affordable housing units, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the development agreement to be signed by the property owner within 180 days, or any extension thereof granted by Community Council on the request of the property owner, from the date of final approval by Community 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

KWR Approvals, on behalf of Pathos Properties Inc., is applying for a development agreement to permit an eight-storey, mixed-use building. The proposed building would have 55 dwelling units and ground floor commercial space. The building will contain 18 affordable housing dwelling units.

Subject Property	205 Bedford Highway, Halifax
Location	On the east side of the Bedford Highway, at the intersection with Flamingo Drive in Halifax
Community Plan Designation (Map 1)	Minor Commercial (Bedford Highway Secondary Planning Strategy)
Zoning (Map 2)	C-2A (Minor Commercial) Zone
Size of Property	1,431 square metres (15,402 square feet, or 0.32 acres)
Street Frontage	38 metres (125 feet)
Current Land Use(s)	2-storey, multi-unit residential building, with 13 units
Surrounding Use(s)	Some 3-4 storey residential buildings, and 1-2 storey commercial buildings, including restaurants, repair shops, small grocery stores, coffee shops and institutional uses. The Rockingham neighbourhood is across the Bedford Highway, and the CN Rail Rockingham Yard is directly east of the site.

Proposal Details

The applicant proposes to construct an eight-storey, mixed-use building, which would have 55 dwelling units and ground floor commercial space. The major aspects of the proposal are as follows:

- 26 metres (84 feet) in height;
- 18 affordable dwelling units, rented at 70% of market rates for 180 months;
- Ground floor commercial; and
- Underground parking, with 47 spaces.

Enabling Municipal Planning Strategy Policy

In January of 2020, Regional Council approved site-specific Municipal Planning Strategy (MPS) policy to permit an eight-storey building at 205 Bedford Highway by development agreement. The MPS Policy came into effect on March 7, 2020. Community Council may now consider approving a development agreement on this site.

The site is zoned C-2A (Minor Commercial) under the Land Use By-law. The policy allows Council to enter into a development agreement for a building that is taller and denser than allowed by the C-2A Zone, through a density bonus provision. Under the MPS policy, 18 affordable housing units are required in exchange for the density bonus.

The MPS policy requires three separate agreements:

- A development agreement, included as Attachment A;
- A density bonus agreement, to be filed in the Land Registry; and
- An affordable housing agreement between the applicant and an acceptable housing provider, which is satisfactory to the Development Officer.

The MPS requires both the affordable housing agreement and the density bonusing agreement to be in place before the Development Officer can issue a development permit.

COMMUNITY ENGAGEMENT

The community engagement process was consistent with the intent of the Municipal Community Engagement Strategy, the *HRM Charter*, and the Public Participation Program approved by Council on February 25, 1997. The level of community engagement was consultation. Engagement for this application involved providing information and seeking comments:

- through the HRM website;
- by posting a sign on the subject property;
- by mailing letters to residents and property owners in the notification area; and
- by hosting a Public Information Meeting (PIM) on February 4, 2019.

Attachment B contains a copy of the minutes from the Public Information Meeting (PIM). Public comments included:

- Support for affordable housing, especially if mandated;
- Some support for the building design, but some concern about the size;
- Concerns about current and future traffic volumes at a busy intersection;
- Worries about the potential for similar proposals and more development in the future;
- Some concerns about the proximity to the noise and fumes from the rail yard; and
- Concerns about flooding on the Bedford Highway near this location.

Staff also received several phone calls and emails about the proposal. Respondents noted similar concerns to those heard at the PIM. Some respondents were strongly in support of the proposal, noting this is a good location for new residents, as it is near public transit and amenities. Most comments strongly supported the proposed affordable housing; however, one resident stated that the proposed rents were not affordable for people receiving social assistance and encouraged HRM to support bigger solutions to an urgent problem.

A public hearing must be held by Community Council before they can consider approval of the proposed 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.

The proposal will potentially impact residents and property owners.

DISCUSSION

Proposed Development Agreement

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur.

The development agreement permits:

- a building with 55 dwelling units, up to 26.5 metres tall (excluding elevator shafts);
- building setbacks between 1.5 metres and 3.5 metres from property lines;
- a driveway at the signalized intersection of Bedford Highway and Flamingo Drive, or, if necessary, a different driveway location approved by a non-substantive amendment to the development agreement; and
- ground floor institutional uses and commercial uses, such as retail, personal service, office, restaurants and banks, as permitted in the existing C-2A Zone Minor Commercial Zone;

As noted above, the proposed development agreement regulates building height and setbacks from property lines. The building's location and design must generally comply with the site plan and with the elevations that form part of the proposed development agreement. Attachment C compares the proposed development agreement to the relevant MPS policies.

Staff has reviewed the proposal against the relevant policies and advise that it is reasonably consistent with the intent of the MPS. The proposed development agreement is for a building that meets the requirements of the Municipal Planning Strategy. Therefore, staff recommend that Halifax and West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no financial implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2020/21 operating budget for Planning and Development.

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

The enabling MPS policy requires that the development be located higher than 3.8 metre elevation above Canadian Geodetic Vertical Datum (CGVD 28) to mitigate against projected sea level rise. The proposed development is to be approximately 7 metres above sea level, which meets the requirements of the MPS policy.

ALTERNATIVES

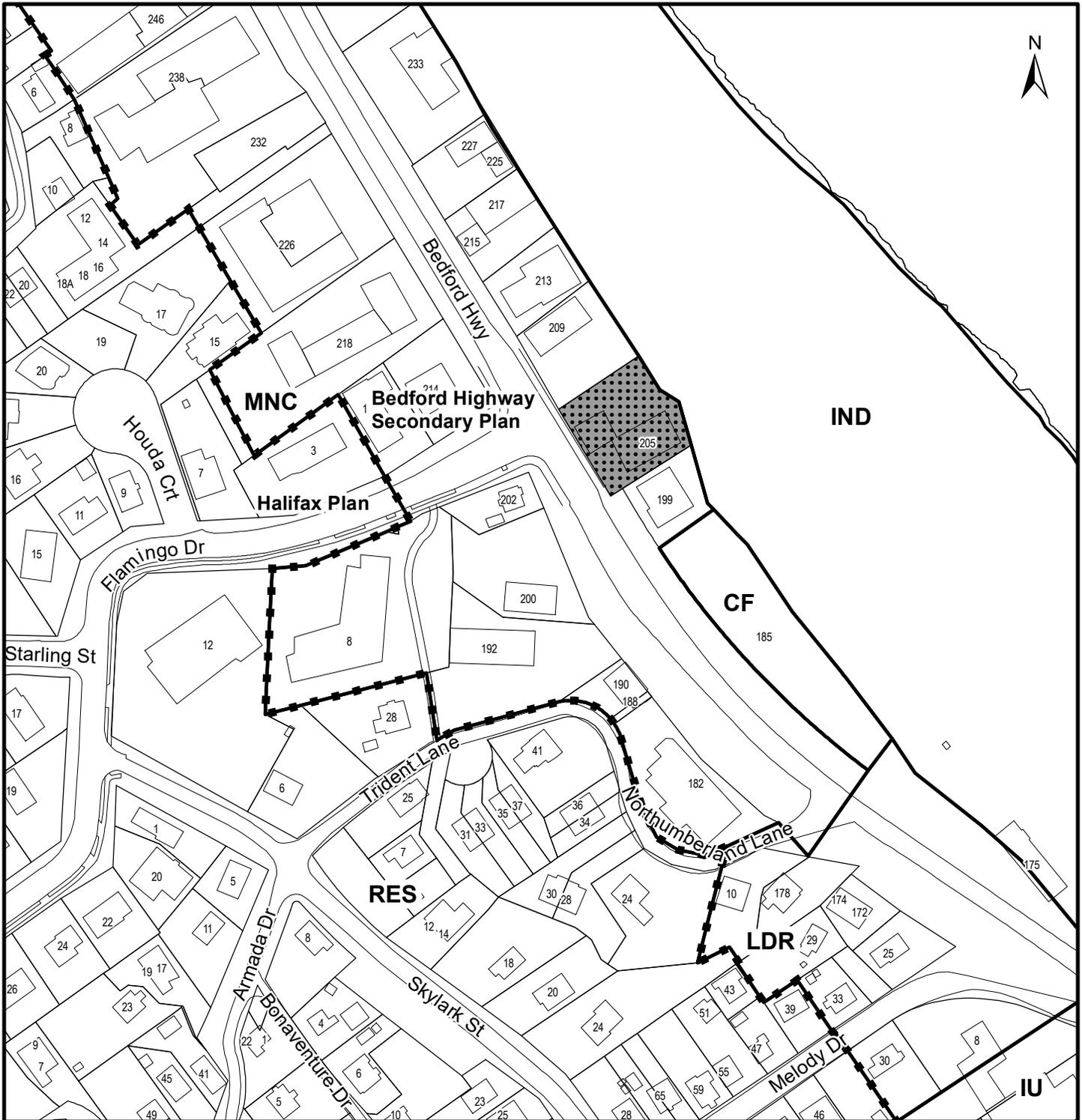
1. Halifax and West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development 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 development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed 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
Attachment A:	Proposed Development Agreement
Attachment B:	Public Information Meeting Minutes
Attachment C:	Review of MPS Policies

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Sean Gillis, Planner II, 902-237-3424



Map 1 - Generalized Future Land Use

HALIFAX

205 Bedford Highway,
Halifax

Designation

-  Area of Proposed Development Agreement
-  Secondary Plan Area Boundary

Bedford Highway
Secondary Plan

- CF Community Facilities
- LDR Low Density Residential
- MNC Minor Commercial
- IND Industrial
- IU Institutional-University



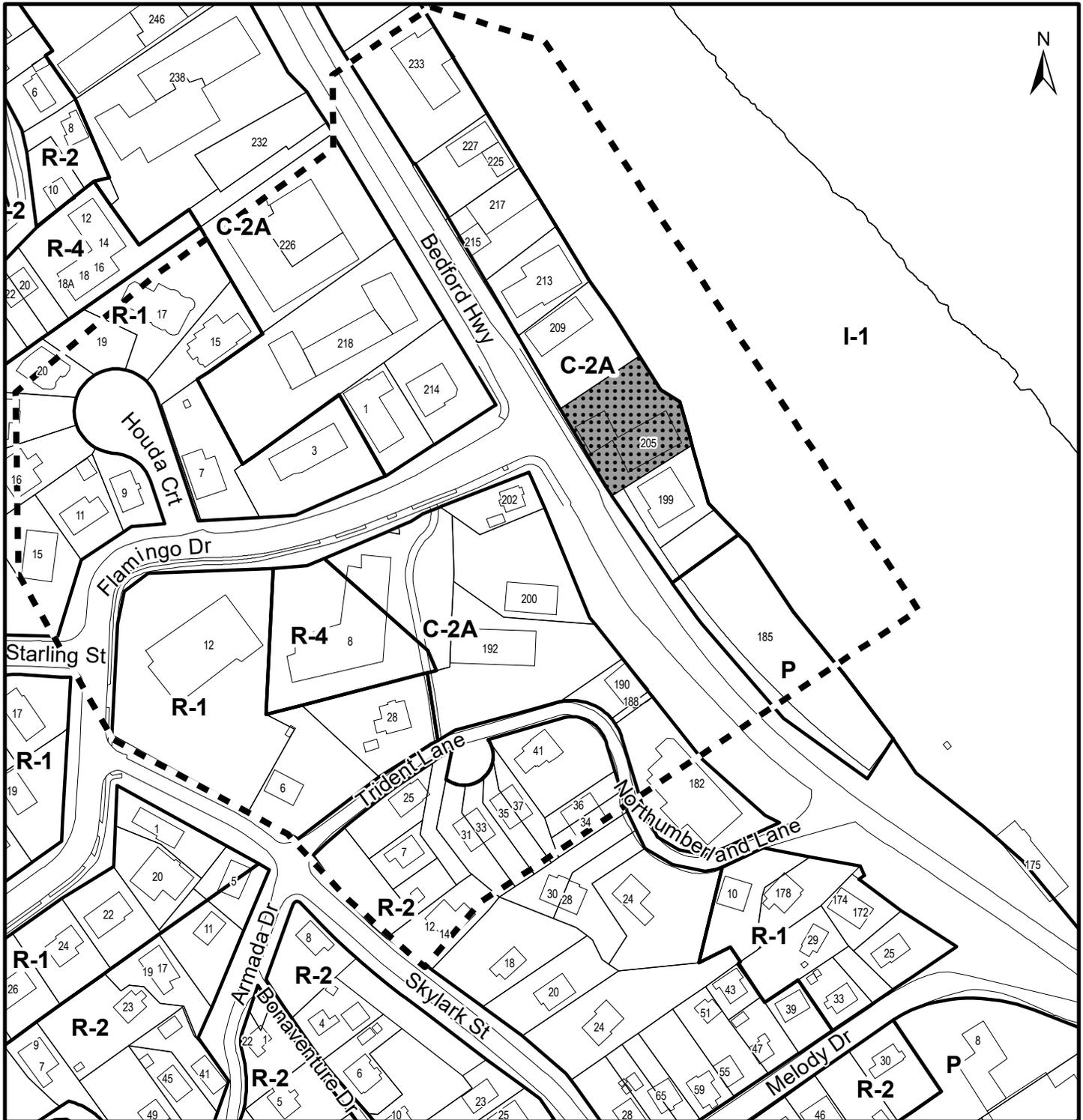
Halifax Plan Area
Bedford Highway Secondary Plan Area

Halifax Plan

- RES Residential Environments

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

205 Bedford Highway,
Halifax

HALIFAX

 Area of Proposed Development Agreement

 Area of Notification

Halifax Mainland
Land Use By-Law Area

Zone

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-4 Multiple Dwelling
- C-2A Minor Commercial
- I-1 General Industrial
- P Park and Institutional



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

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

Attachment A: Proposed Development Agreement

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

BETWEEN:

[Insert Name of Corporation/Business LTD.], a body corporate, in the
Province of Nova Scotia
(hereinafter called the "Developer")

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 205 Bedford Highway, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow an eight-storey, mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.3.6 – 2.3.6.4 of the Bedford Highway Secondary Planning Strategy of the Halifax Municipal Planning Strategy and 71(11) – 71(13) of the Land Use By-law for Halifax Mainland;

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 21730;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

- 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 applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of this agreement shall not be permitted.

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:

Indoor Amenity Space means common amenity areas for residents of the development located within the building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities; and

Outdoor Amenity Space means common amenity areas for residents of the development located outside the building, including but not limited to communal terraces for the residents of the building, and individual unit balconies.

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 21730:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Building Elevations

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer:
- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.1 of this agreement;
 - (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1 of this agreement; and
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1 of this agreement.

- 3.2.2 The maximum achievable building height of 26.5 metres may only be obtained through incentive or bonus zoning, as set out in Subsection 71(11) of the Land Use Bylaw for Halifax Mainland. The maximum pre-bonus height is 15.25 metres. No development permit shall be issued for a development exceeding 15.25 metres in height unless:
- (a) a copy of the incentive or bonus zoning agreement required by clause 71(11) d) of the Land Use By-law for Halifax Mainland that has been signed by the property owner and the Municipality, filed in the Provincial Land Registration Office and provided to the Development Officer; and
 - (b) a copy of the affordable housing agreement that is required by clause 71(11)(h) of the Land Use By-law for Halifax Mainland, which describes how the affordable housing dwelling units will be administered, has been signed by the property owner and an affordable housing provider, and is satisfactory to the Development Officer;
- 3.2.3 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer:
- (a) An affordable housing agreement between the property owner and an appropriate affordable housing provider, pursuant to clause 71(11)(h) of the Land Use By-law for Halifax Mainland;
 - (b) An incentive or bonus zoning agreement between the property owner and the Municipality, pursuant to clause 71(11)(d) of the Land Use By-law for Halifax Mainland; and
 - (c) A site servicing plan prepared by a Professional Engineer and acceptable to the Development Engineer.
- 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 until the Developer has complied with all applicable provisions of this Agreement and the applicable 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 mixed-use building containing:
 - i. No more than 55 residential dwelling units;
 - ii. Commercial uses on a portion or portions of the ground floor facing the Bedford Highway; and
 - iii. Commercial, cultural, institutional, or residential uses on portions of the ground floor.
 - (b) Ground floor uses required as per Section 3.3.1(a)(ii) shall be limited to uses permitted by the applicable Land Use By-law; and
 - (c) Any land use permitted by the applicable land use by-law, as amended from time to time.

3.4 Phasing

3.4.1 No phasing of the development is required.

3.5 Building Siting and Massing

3.5.1 The building's siting shall be as generally shown on Schedule B and the bulk and scale of the building shall comply with all the following:

- (a) The maximum height of the building shall not exceed 15.25 metres, inclusive of all mechanical spaces, penthouses, and other structures unless Section 3.2.2 is satisfied. If Section 3.2.2 is satisfied, then the maximum height of the building shall not exceed 26.5 metres, excluding elevator shafts and mechanical equipment;
- (b) The building shall be setback at least 2.5 metres from the street line;
- (c) The building shall be setback at least 3.5 metres from side property lines. Ramps and driveways for underground parking are permitted to be 0 metres from side property lines.
- (d) The building shall be setback at least 1.5 metres from the rear property line.

3.5.2 The building's massing, exterior design, and materials shall meet the provisions of this section and be as generally shown on Schedule C.

3.5.3 The building shall not be constructed below the elevation specified in the coastal elevation requirements section of the applicable Land Use By-law.

3.6 Architectural Requirements

3.6.1 The primary residential entrance to the building shall face the Bedford Highway. All entrances 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.

3.6.2 The architectural design of the building, including a high-quality design using durable exterior building materials, shall provide visual interest as identified on the Schedules.

3.6.3 Service entrances, utility features, and garage doors shall be integrated into the design of the building and shall not be a dominant feature.

3.6.4 Exterior building materials shall not include vinyl siding.

3.6.5 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.

3.6.6 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) and telecommunications equipment create a minimal visual impact from the Bedford Highway.

3.6.7 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.

3.7 Parking, Circulation, and Access

- 3.7.1 Vehicular access/egress to the development may be as shown on Schedule B.
- 3.7.2 The precise location and design of vehicular access/egress, and right-of-way infrastructure changes or upgrades to ensure safe ingress and egress to this access point must be reviewed and approved by the Development Engineer at the time of Development Permit.
- 3.7.3 Vehicular parking shall be provided at a minimum ratio of 0.3 spaces per residential unit.
- 3.7.4 The development shall comply with the bicycle parking provisions of the applicable Land Use By-law, as amended from time to time.
- 3.7.5 Surface parking lots are prohibited.

3.8 Outdoor Lighting

- 3.8.1 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged to divert the light away from streets, adjacent lots and buildings.

3.9 Amenity Space

- 3.9.1 A minimum of 45 square metres of Indoor Amenity Space shall be provided within the building. Any Indoor Amenity Space shall be a minimum of 45 square metres in size.
- 3.9.2 A minimum of 45 square meters of Outdoor Amenity Space shall be provided as communal terraces for the residents of the building.

3.10 General Requirements

- 3.10.1 The following structures are permitted encroachments into any required yard:
 - a) Wheelchair ramps, uncovered patios, walkways, lifting devices, and steps;
 - b) Eaves, gutters, downspouts, cornices, retractable awnings and other similar features may project up to 0.9 metres from the building face; and
 - c) Balconies, porches, verandas, and sun decks may project up to 2 metres from the building face,

3.11 Maintenance

- 3.11.1 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.

3.12 Signs

- 3.12.1 The sign requirements shall be in accordance with the applicable Land Use By-law, as amended from time to time.
- 3.12.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

3.12.3 Signs shall only be externally illuminated.

3.12.4 Temporary signs shall be regulated under HRM By-law S-801.

3.13 Temporary Construction Building

3.13.1 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.

3.14 Screening

3.14.1 Propane tanks and electrical transformers shall be located on the site in such a way as to ensure minimal visual impact from the Bedford Highway. These facilities shall be screened by means of opaque fencing or masonry walls with view obstructing landscaping.

3.15 Landscaping

3.15.1 As shown on Schedule B, landscaped podiums shall be provided, which shall be finished with a mixture of hard and soft landscaping.

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 electrical, telephone, and cable service from the utility pole to the building shall be underground installation.

4.4 Solid Waste Facilities

4.4.1 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.

- 4.4.2 Refuse containers and waste compactors shall be confined to the interior of the building and screened from public view.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.1.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.2 Archaeological Monitoring and Protection

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

5.3 Sulphide Bearing Materials

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
- (a) Changes to the amenity space requirements as detailed in Section 3.9;
 - (b) Changes to the parking requirements as detailed in Section 3.7;

- (c) Changes to the schedules to reduce the overall height of the building;
- (d) The placement and design of driveways and vehicular access/egress, as described in Section 3.7 of this Agreement, and changes to Schedules or text of this Agreement necessitated by the placement and design of driveways and vehicular access/egress;
- (e) The granting of an extension to the date of commencement of construction, as identified in Section 7.3 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

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 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a development permit.
- 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 6.1.1 (d), 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, 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 applicable Land Use By-law as may be amended from time to time.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after 8 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 Municipal Planning Strategy and applicable Land Use By-law, 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 60 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: _____

SIGNED, DELIVERED AND ATTESTED to by the proper signing 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.

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 Sheryl Murphy, Acting 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 C - Building Elevations

- Legend:
- A Architectural Masonry - Type 1
 - B Architectural Masonry - Type 2
 - C Architectural Masonry - Type 3
 - D Ceramic/Metal Panels - Type 1
 - E Ceramic/Metal Panels - Type 2
 - G Aluminum / Glass 42" H. Railing
 - H Vinyl Door / Window
 - J Aluminum Glazing System
 - K Canopy
 - L Architectural Light Fixture
 - M Sign Band



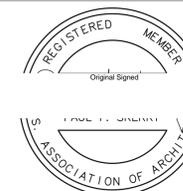
Paul Skerry Associates Ltd.
ARCHITECTS
 5514 LIVINGSTONE PLACE
 HALIFAX N.S. B3K 2B9

pskerry@pskerry.ca

PAUL SKERRY ASSOCIATES
 5514 Livingstone Place
 Halifax, Nova Scotia B3K 2B9
 ph: 902-455-4361
 fax: 902-455-7778
 email: drawing@pskerry.ca

NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS ON SITE & REPORTING ANY DISCREPANCY TO THE ARCHITECT BEFORE PROCEEDING.
- 2) DO NOT SCALE FROM DRAWINGS USED FIGURED DIMENSIONS.
- 3) DRAWING REPRESENTATIONS MAYBE IN VARIANCE W/ DETAILED SPECS. & SCHEDULES, IN WHICH CASE SPECS. & SCHEDULES OVERRIDE THE DRAWINGS.
- 4) CHANGES FROM THESE PLANS & SPECS. MUST BE AGREED TO IN WRITING, & APPROVED BY THE ARCHITECT & OWNER, BEFORE PROCEEDING.
- 5) ONLY THOSE DRAWINGS MARKED APPROVED FOR CONSTRUCTION, ARE TO BE USED FOR CONSTRUCTION.
- 6) THESE DRAWINGS ARE TO BE READ IN CONJUNCTION W/ THE SPECS.



No.	Description	Date
	Issued for Development Agreement	2/24/2017
1	Removed One Floor	3/20/2018
2	Updated front facade to incorporate exit stair door	2/19/2020

Proposed Comm. / Res.
 "Rockwinds on the Basin"
 Lot B & B1
 Saul Garson Subdivision
 Halifax, Nova Scotia
 For: Pathos Properties

West Elevation

Scale 1/8" = 1'-0"
 Date February 19/2020
 Drawn by GJ
 Checked by PS

A4.0

Project number 2877

- Legend:
- A Architectural Masonry - Type 1
 - B Architectural Masonry - Type 2
 - C Architectural Masonry - Type 3
 - D Ceramic/Metal Panels - Type 1
 - E Ceramic/Metal Panels - Type 2
 - G Aluminum / Glass 42" H. Railing
 - H Vinyl Door / Window
 - J Aluminum Glazing System
 - K Canopy
 - L Architectural Light Fixture
 - M Sign Band

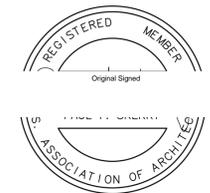
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No.	Description	Date
	Issued for Development Agreement	2/24/2017
1	Removed One Floor	3/20/2018

Proposed Comm. / Res.
 "Rockwinds on the Basin"
 Lot B & B1
 Saul Garson Subdivision
 Halifax, Nova Scotia
 For: Pathos Properties

South Elevation

Scale 1/8" = 1'-0"
 Date February 19/2020
 Drawn by GJ
 Checked by PS

A4.1

Project number 2877



1 South
 1/8" = 1'-0"

2/19/2020 4:56:46 PM

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 21730

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

Monday, February 4, 2019, 7:00 p.m.
Rockingham United Church – 12 Flamingo Dr., Halifax, NS

STAFF IN

ATTENDANCE: Sean Gillis, Planner II, HRM Planning
Miles Agar, Principal Planner, HRM Planning
Jared Cavers, Planning Technician, HRM Planning
Genevieve Hachey, Planning Controller, HRM Planning

ALSO IN

ATTENDANCE: Councillor, Walker, District 4
Nick Stappas, Landowner
Kevin Riles, Consultant
Greg Johnston, Architect with Paul Skerry and Associates Ltd.

PUBLIC IN

ATTENDANCE: Approximately 17

The meeting commenced at approximately 7:02 p.m.

Call to order, purpose of meeting – Sean Gillis

Case 21730: Application by KWR Approvals Inc., on behalf of Pathos Properties Inc., to amend the Halifax Municipal Planning Strategy and Halifax Mainland Land Use By-Law to enable an 8-storey residential/commercial development, including affordable housing units, at 205 Bedford Highway, Halifax.

Sean Gillis introduced himself as the Planner and facilitator for the application. He introduced: Councillor Walker; Miles Agar – Principal Planner; Genevieve Hachey – Planning Controller; Jared Cavers - Planning Technician; Nick Stappas – Landowner; Kevin Riles – Consultant; and Greg Johnston – Architect.

Sean Gillis explained the purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the planning policies and the stages of the planning process; d) an opportunity for staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

1a. Presentation of Proposal – Sean Gillis

Sean provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the applicant's request. He outlined the context of the subject lands and the relevant planning policies.

1b. Presentation by Kevin Riles, Consultant

Kevin Riles explained what they were looking to do on the site. He provided multiple slides showing what they were requesting.

1c. Presentation by Greg Johnston, Architect

Greg Johnston presented the design of the building, the site and explained some of the features that the building and site would have.

1d. Presentation by Nick Stappas

Nick Stappas spoke about the reasons behind the design and building height and the family history with this property.

2. Questions and Comments

Ian Stewart - would like to know if this building gets approval if that would increase the likelihood of other

Attachment B – Public Information Meeting Minutes

developers submitting proposals for buildings that are taller than what is currently allowed.

Sean Gillis – replied that this is a site specific application, any other application would have to be looked at on its own. There is also currently a review of the Bedford Highway corridor that may change restrictions and allowances for any future applications.

Renee Field – Their main concern is that this is being presented as a potential catalyst for more development. This area already has an issue with traffic.

Sean Gillis – This application will not automatically trigger other applications. He mentioned that there is focus with staff and Council direction to look at sites for yielding higher density. We do not want to see a “tunnel” of construction.

Colleen Ivimey – Voiced concern about higher density, the inability to widen the Bedford Highway and development and infilling on the harbour side to allow construction on the harbour side with the possible future of light rail and the current tracks that are here.

Sean Gillis – Replied that there is focus on active transportation, public transit and there is a large study that will address these issues. Traffic issues will be looked at however these units will not add a significant amount of traffic. HRM is not included in any decisions made on whether to allow infilling or not. CN has submitted feedback indicating they are not supportive of this development, they have concerns about noise and exhaust; they have a 300 meter proposed buffer from any residential development, staff and council do not have to agree with this buffer.

Jess Bennett - Has concerns about the fumes, the flooding, the possibility of this area being built up too much, the undermining of tracks due to vibrations during construction and the blocking of views. They were happy about the affordable housing aspect of the project.

Kevin Riles – They do not believe this will be a catalyst for more projects, as-of-right they are currently allowed to build 5 storeys high and there are no planned projects in that area. The minimum size lot for this type of construction is 15000 square feet, many of the properties on the Bedford Highway do not have this much space and therefore would not be allowed to build this big.

Greg Johnston– CN has concerns about this development, our response is that the orientation of the building is so that the summer winds will blow fumes away and in the winter where the winds may come towards the building, people would have their windows closed. The main floor level is at 30 feet geodetic and the rail lines are at about 13 feet geodetic, you will still be able to hear the trains however the building is quite a bit higher than the rails. CN has a concern with anything within 300 meters, this is a long distance and not a possibility in this area.

Renee Field - What will be built if this does not pass?

Nick Stappas– We do not know at this point.

Renee Field – Would like to know about parking for tenants and commercial customers.

Nick Stappas – We would have 54 total underground parking, there will be between 14 to 16 underground parking spots for the commercial spaces as well as 2 ground level spots.

Member of the public – The applicants did a traffic analysis, did HRM also do one? This needs to be addressed, it is very hard to turn off Flamingo and from other businesses on the Bedford Highway.

Sean Gillis – replied that the traffic impact study is prepared by engineers at the applicant’s request, HRM then have engineering staff review that study. The main concern on this site will be how the driveway will line up on the Bedford Highway. It is possible that there could be no left turns allowed coming out of the driveway. This project will not look at the Bedford Highway, that is too big of a scope for this project. The Bedford Highway corridor is being looked at in a separate, much larger study that is currently underway.

Miles Agar – Spoke further about the project that is underway that looks at the traffic on the Bedford Highway, the Integrated Mobility Plan identified the Bedford Highway as an area within HRM that is to be

Attachment B – Public Information Meeting Minutes

looked at. The Strategic Transportation Planning group within HRM will be looking at traffic issues in this area. There is no set date for when this study will be completed.

Member of the Public – Would like to know if the affordable housing units will be available to students.

Nick Stappas replied that they will be available to everyone.

Member of the Public – would someone else applying for a building permit here have to include an affordable housing component?

Sean Gillis replied that staff is mandating that for a building to go to 8 storeys it must have an affordable housing component, if someone else were to come build here in the future that would also be the case. That requirement would go with the site, not the developers.

Len Sweett – is the developer contractually obligated to have the affordable housing? There was a project downtown where this was the case and the developer didn't get everything he wanted and most of the affordable housing disappeared.

Sean Gillis replied that the goal is to mandate that the affordable housing be part of this, the tool that would be used is called "density bonusing". This could be done through a Development Agreement.

Miles Agar added that yes, they would be contractually obligated. It would be a contract required by law.

Kevin Riles added that there are mechanisms within the 3 levels of government that can make sure that these units are affordable like they are supposed to be.

Carla – voiced that they thought the building was beautiful and would like to know what would be the proposed start date of construction.

Sean Gillis replied that they are several months away from being able to have a decision on this project.

Nick Stappas replied that this has been on their minds for over 7 years, they are very open in talking to their tenants and letting them know when construction could happen. If we were to get approval in the next few months we would offer to house the current tenants of this building in other buildings that family members own. They expect construction would take approximately 18 months.

Renee Field – will the 11 barrier free units be on top of the affordable units?

Nick Stappas replied that the 11 barrier free units are part of the affordable units, 11 of the 55 units would be barrier free, also known as wheelchair accessible. These units will conform to everything required by HRM to be considered accessible units.

Sean Gillis added that these units, like the affordable units would be contractually required.

3. Closing Comments

Sean explained what the next steps were and thanked everyone for coming and giving their comments.

4. Adjournment

The meeting adjourned at approximately 8:17 p.m.

Attachment C
Review of MPS Policies

Halifax Municipal Planning Strategy Section VIII: Bedford Highway Secondary Planning Strategy Objectives and Policies	
MPS Policy	Comment
<p>2.3.6 The property located on Bedford Highway, across from the intersection with Flamingo Drive (205 Bedford Highway) is designated Minor Commercial. To permit a mixed-use, mid-rise development that contains affordable housing dwelling units on the subject property, the Halifax Mainland Land Use By-Law shall be amended to:</p> <p>(a) permit, by development agreement, a mixed-use, mid-rise development that exceeds the height, the density and the angle control requirements of the C-2A (Minor Commercial) Zone;</p> <p>(b) provide for incentive or bonus zoning on the property; and</p> <p>(c) require the property owner to enter into an incentive or bonus zoning agreement, pursuant to Section 245A of the Halifax Regional Municipality Charter, to ensure the mixed-use, mid-rise development contains affordable housing dwelling units that are dispersed throughout the development</p>	<p>The Land Use By-law for Halifax Mainland was amended along with the Municipal Planning Strategy to permit mixed use, mid-rise development by development agreement. Provisions are in place to permit bonus zoning in exchange for affordable housing units.</p>
<p>2.3.6.1 This property is only eligible for additional height and additional density beyond the standards of the C-2A (Minor Commercial) Zone through incentive or bonus zoning. To qualify for incentive or bonus zoning:</p> <p>(a) an affordable housing agreement between the property owner and an appropriate affordable housing provider shall be reached, describing how affordable housing dwelling units will be monitored and administered;</p> <p>(b) an incentive or bonus zoning agreement between the Municipality and the property owner is required; and</p> <p>(c) a development agreement is required.</p>	<p>The development agreement allows for an eight-storey building, which is taller than permitted under the C-2A Zone. The development agreement requires that a complete bonus zoning agreement and a complete affordable housing agreement are submitted to the Development Officer.</p>

2.3.6.2 The incentive or bonus zoning agreement shall require the property owner to:

- (a)** provide the inclusion of a minimum of 18 affordable housing dwelling units within the development as the contribution for incentive and bonus zoning;
- (b)** provide the affordable housing dwelling units for at least 180 consecutive months;
- (c)** disperse the affordable housing dwelling units throughout the development;
- (d)** the unit type mix for the affordable housing dwelling units shall be as follows;

Unit Type	Minimum Affordable Housing Dwelling Units Required
2 Bedroom	2
1 Bedroom	16

- (e)** the monthly rent month for each affordable housing dwelling unit referred to in 2.3.6.2 shall be no more than 70% of the average market rent for an equivalent new dwelling unit in the HRM. Average market rent will be calculated at the time the incentive or bonus zoning agreement is reached and will be based on publicly available information from Canadian Mortgage and Housing Corporation;
- (f)** the monthly rent for affordable housing dwelling units may increase annually, at a rate no greater than the Halifax All-Items Consumer Price Index, calculated by Statistics Canada.

The bonus zoning agreement is between HRM and the applicant. Under the terms of the Development Agreement, the bonus zoning agreement must be completed and submitted to the Development Officer before any permits are issued.

<p>2.3.6.3 A development agreement considered pursuant to Policy 2.3.6 shall:</p> <p>(a) permit a multi-unit, mixed-use building that does not exceed 26.5 meters in height, excluding elevator shafts;</p> <p>(b) permit a range of residential, commercial and institutional uses;</p> <p>(c) require commercial uses on the ground floor, facing the Bedford Highway;</p> <p>(d) permit no more than 55 dwelling units;</p> <p>(e) require indoor and outdoor amenity space for on-site residents;</p> <p>(f) regulate exterior lighting, signage, and external building materials;</p> <p>(g) regulate landscaping, fencing, outdoor storage, and the planting or retention of trees and vegetation;</p> <p>(h) regulate the appearance, location and size of driveways and prohibits surface parking lots; and</p> <p>(i) include a provision stating that no development permit shall be issued:</p> <p>(i) until the incentive or bonus zoning agreement is executed by all the parties and filed in the Provincial Land Registration Office;</p> <p>(ii) until the affordable housing agreement describing how affordable housing dwelling units will be administered is executed between the property owner and an appropriate affordable housing provider that is satisfactory to the Development Officer;</p>	<ul style="list-style-type: none"> a) The proposed building is about 25 metres (82 feet) tall. b) The development agreement permits residential uses and commercial and community uses (such as cultural and institutional uses) that are allowed under the Land Use By-law on the ground floor. c) The development agreement requires commercial, cultural or community uses that have direct access to the Bedford Highway, on all or part of the ground floor. d) The development agreement permits no more than 55 dwelling units. e) The development agreement requires a minimum of 45 square metres of indoor amenity space. The development agreement requires a minimum of 45 square meters of Outdoor Amenity Space be provided as communal terraces for the residents of the building. f) The development agreement requires lighting to be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged to divert the light away from streets, adjacent lots and buildings. The development agreement contains HRM's standard regulations for signs. The development agreement prohibits vinyl siding as an external building material. g) The site plan that forms part of the development agreement requires landscaped areas (podiums) next to the building. Fences are required to screen propane tanks or transformers from the Bedford Highway. No outdoor storage is proposed. h) Surface parking lots are prohibited by the development agreement. The driveway location is shown on the site plan, attached to the development agreement. i) The development agreement sets out that no development permit can be issued until the bonus zoning agreement and the affordable housing agreement are submitted to and are satisfactory to the Development Officer.
<p>2.3.6.4 In addition to meeting the requirements of Policy 2.3.6.3 (a) to (i) inclusive, Council shall have regard for the following when considering a development agreement pursuant to Policy 2.3.6</p> <p>(a) that building design, massing and setbacks are appropriate for the neighbourhood context; and:</p> <p>(b) that the building is located higher than 3.8 metre elevation above Canadian Geodetic Vertical Datum (CGVD 28) to mitigate against projected sea level rise.</p>	<ul style="list-style-type: none"> a) The building massing presented in the development agreement is reasonable for the neighbourhood context, which is a major route into Halifax. b) The property is located at least 7 metres above sea level. The Development Agreement has a clause requiring that the building is located at an elevation higher than required under the Land Use By-law, which is currently 3.8 metre elevation Canadian Geodetic Vertical Datum (CGVD 28).