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Item No. 13.1.5
Halifax and West Community Council
July 13, 2021

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: Original Signed
Kelly Denty, Executive Director of Planning and Development

DATE: June 14, 2021

SUBJECT: Case 22927: Development Agreement for 2032-2050 Robie Street, Halifax

ORIGIN

Application by WSP Canada Inc. on behalf of the property owner.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that the Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to permit a mixed use, multi-unit residential and commercial building, 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;
3. Approve, by resolution, the proposed discharging agreements, which shall be substantially of the same form as set out in Attachments B and C of this report; and
4. Require the development agreement and discharging agreements 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

WSP Canada Inc., on behalf of the property owner, is applying to enter into a development agreement to allow a mixed use, multi-unit residential and commercial building at 2032-2050 Robie Street, Halifax.

Subject Site	2032-2050 Robie Street, Halifax (PIDs 40448037, 41340613, 00140038, 40448045, 00140061, 00140079)
Location	Peninsular Halifax near the intersection of Robie Street, Quinpool Road, and Cogswell Street on the west side of the Halifax Common
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	CEN (Centre) of the Regional Centre Municipal Planning Strategy
Zoning (Map 2)	CEN-2 (Centre 2) of the Regional Centre Land Use By-law
Size of Site	2,022.3 sq m (21,768 sq. ft.)
Street Frontage	66.04 m (217 ft.)
Current Land Use(s)	Former funeral home, parking lot, and single unit dwelling
Surrounding Use(s)	North: 19-storey multi-unit residential building ("The Welsford") East: Halifax Common South: 25-storey mixed use building ("Willow Tree") currently under construction West: Low density residential development

Proposal Details

The applicant has applied for a development agreement for a 23 storey, mixed use, multi-unit building. The major aspects of the proposal are as follows:

- A 23-storey building that is a maximum height of 85 metres;
- Tower set above a two-storey tall podium;
- A maximum floor area ratio of 5.00;
- Ground floor commercial space fronting on Robie Street in the podium;
- 102 residential units (58-one bedroom and 44-two bedroom) in the tower;
- A minimum of 255 square metres of indoor amenity space and a minimum of 450 square metres of outdoor amenity space, which includes a rooftop terrace on the third floor;
- Two levels of underground parking with a minimum of 70 stalls and space for loading and deliveries;
- Bicycle parking as per the Land Use By-law;
- Limitations on the tower floor plates and dimensions to control the building's massing; and
- An incentive or bonus zoning agreement as per the Land Use By-law.

History

In 2014, an application was submitted to amend the Halifax Municipal Planning Strategy (MPS) and Halifax Peninsula Land Use By-law (LUB) to enable development on the subject site that did not comply with the land use by-law and was not enabled under the existing policy at the time (Case 19281). The MPS amendment application was being processed at the same time the Centre Plan Package A documents were being written. Package A of the Centre Plan would replace portions of the Halifax MPS and Halifax Peninsula LUB, including those policies and provisions that would enable the requested development on this site.

In June 2019, Regional Council directed staff to amend the proposed Centre Plan documents to allow for the proposed development of the subject site as detailed in the June 4, 2019 staff report. To address Council's motion, the site was designated as a Special Area and site-specific policies were written. The policies enable Council to consider a development agreement for a particular building form for a limited period of 24 months from the approval of the Regional Centre SMPS and LUB. The Regional Centre SMPS and LUB were approved by Regional Council on September 17, 2019.

Enabling Policy and LUB Context

The Regional Centre Secondary Municipal Planning Strategy (SMPS) contains site specific policies that enable Council to consider a development agreement for a single residential tower with a maximum of 22-storeys, located above a two-storey podium containing primarily commercial uses at 2032-2050 Robie Street, Halifax.

The subject properties are designated Centre (CEN) under the SMPS (Map 1). Policies 10.29 and 10.30 of the SMPS are written specifically to enable the proposed development on the subject site. Policy 10.29 provides a list of requirements Council must consider for a development agreement on the subject site. These policies tightly control the use, massing, and siting of the development for the site. Policy 10.30 requires the application for a development agreement proceed to public hearing within 24 months of the adoption of the SMPS. It also requires project commencement dates not exceeding three years and project completion dates not exceeding six years from the date the agreement is filed at the Land Registry.

The lands are zoned CEN-2 (Centre 2) under the Regional Centre Land Use By-law (Map 2). Under the LUB, development of the site would be limited to a maximum Floor Area Ratio of 5.00 and a maximum height of 90 metres. The CEN-2 zone allows for a wide range of commercial, residential, and institutional uses.

COMMUNITY ENGAGEMENT

The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, and letters mailed to 306 property owners and tenants within the notification area. The HRM website had 1,145 unique views between May 25, 2020 and June 4, 2021.

Attachment D contains a summary of the feedback received from the public. The public comments received include the following topics:

- Concerns about the shadow and wind impacts, particularly on the Common;
- Concerns the design – particularly the height – will not suit the neighbourhood and will create a block of high-rises;
- Concerns about additional vehicular traffic and the strain it may put on parking;
- Concerns the area is being overdeveloped and too much density is being added;
- Concerns about the environmental impact of new construction;
- Dislike that it does not align with Centre Plan;
- Dislike that there will not be affordable housing;
- Support for high-rise and high-density development in this location;
- Likes the design and thinks the development will improve the area; and
- Like that there will be more housing units being built and that they'll be in a desirable location.

A public hearing must be held by Halifax and West 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.

Halifax Peninsula Planning Advisory Committee

On February 22, 2021, the Halifax Peninsula Planning Advisory Committee (PAC) recommended the application be approved with the condition there be design enhancements to improve pedestrian safety and traffic flow at the entrance to the building on Robie Street.

The development agreement limits vehicular access to and from the site to one point to reduce conflict with pedestrians. Loading spaces for vehicles will be located in the underground parking area to prevent vehicles from loading on Robie Street and blocking the bus lane. The developer has expressed a desire to have a

vehicular access point from Parker Street. However, the properties on Parker Street are not part of the lands covered by the site-specific policy of the Municipal Planning Strategy and therefore this agreement. As such, a rear access point to Parker Street is not permitted by the proposed DA. A report from the PAC to Community Council will be provided under separate cover.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the SMPS. Attachment E provides an evaluation of the proposed development agreement in relation to the relevant SMPS policies.

Proposed Development Agreement

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

- Height, siting, massing, and exterior design elements of the building;
- Permitted uses within the building, including a residential tower and commercial uses on the ground floor;
- Required residential unit mix with a minimum of 43% of the units containing two or more bedrooms with a minimum floor area of 75 square metres;
- Minimum required amount and dimensions of indoor and outdoor amenity space;
- Location of vehicular access and requirements for vehicular and bicycle parking;
- Required landscaping details;
- Requirements for signage, lighting, and screening of mechanical equipment;
- Requirement of a public benefit as per the requirements of the Land Use By-law;
- Provisions for non-substantive amendments that include:
 - Changes to the amenity space requirements;
 - Changes to the parking, access, and circulation requirements;
 - Changes to the landscaping;
 - Extensions to the dates for commencement and completion of development.

The attached development agreement will permit an 85-metre tall mixed-use building, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the SMPS criteria as shown in Attachment E, the following have been identified for detailed discussion.

Building Design and Use

The proposed massing and form of the building has not materially changed from what was presented to Council in the June 4, 2019 staff report. Policy 10.29 of the SMPS was written to respond to Council's request to permit the applicant's proposal as set out in Attachment A of the June 4, 2019 staff report. Policy 10.29 tightly controls the building's massing, height, and setbacks from lot lines, and these controls have been carried through into the proposed development agreement. The proposed agreement will allow one building that contains a single residential tower with a maximum of 22-storeys that sits above a two-storey podium that is primarily commercial in nature. The maximum permitted height is 85 metres, and the maximum floor area ratio is 5.00.

The proposed development agreement allows some flexibility in the design of the two-storey podium. To ensure the building can comply with the floor area ratio requirement, the two-storey podium may be designed as a one-storey plus mezzanine or a full two-storeys. However, regardless of the interior floor plan, the podium must be designed to be the height of two storeys to create a two-storey streetwall for the majority of the Robie Street elevation.

The enabling policy specifies setbacks from property lines, including that no portion of the building may be closer than 4.5 metres to the rear property line. In the underlying zone, the LUB exempts underground parking areas from rear and side yard setback requirements provided the parking area does not protrude

more than 0.6 metres above the average finished grade along any side or rear lot line within those required yards. The proposed agreement aligns with this provision in the LUB and allows the underground parking to be 0 metres from the rear and side lot lines, provided no portion of it protrudes 0.6 metres above the average finished grade along the respective lot line.

Incentive or Bonus Zoning Agreement

As specified by Policy 10.29 SMPS, the proposed agreement requires the developer to provide a public benefit for incentive or bonus zoning in accordance with the requirements of the LUB prior to the issuance of a development permit. The incentive or bonus zoning rate varies between different bonus rate districts and is adjusted annually. The subject site is within the North End Halifax rate district. A minimum of 60% of the public benefit must be allocated to money-in-lieu of affordable housing. The LUB specifies where the remaining public benefit can be allocated, including money-in-lieu for improvements to municipal parks and affordable community or cultural space.

Wind and Shadow Impact

Many members of the public voiced concerns about the shadow the proposed building will cast. The June 4, 2019 staff report detailed the shadow impact the high-rise development would have on the surrounding community, including on the Halifax Common. Council was advised of the shadow impact the proposed building would have before they requested and approved site-specific policy to enable the development. As the built form is established in the enabling policy with little room to be modified, a shadow impact assessment was not required as part of the development agreement application. The extent of shadow cast by a proposal of these dimensions was understood and accepted at the time the enabling policies were adopted.

Taller structures tend to intercept strong winds at higher elevations and deflect them to the ground level. This can result in a windier public realm around the building if wind mitigation measures are not incorporated into the design. A Pedestrian Wind Impact Assessment was provided and detailed the anticipated wind impacts at grade-level surrounding the building and on the third-floor amenity terrace. The Study concludes anticipated wind conditions are expected to generally be similar to the current conditions and are acceptable for the intended pedestrian uses (e.g., walking, sitting, standing).

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise the proposal is reasonably consistent with the intent of the SMPS. The proposed building meets the prescribed building form, mass, and land use requirements previously approved by Regional Council. Therefore, staff recommend Halifax and West Community Council approve 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 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 2021-2022 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

No environmental implications are identified.

ALTERNATIVES

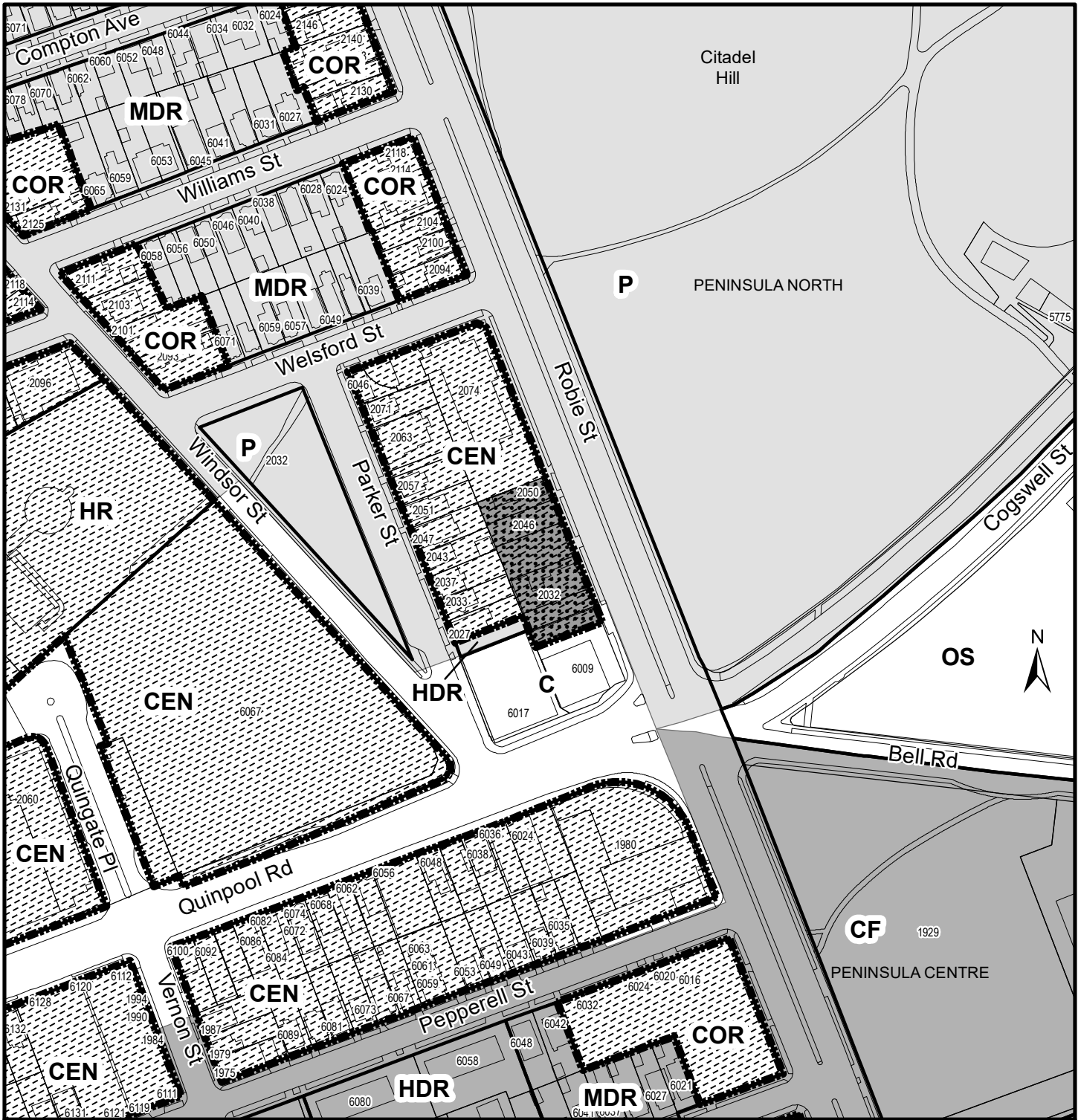
1. Halifax and West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development 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 and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Proposed Discharging Development Agreement (PID's 40448037, 41340613, 00140038, and 40448045)
Attachment C:	Proposed Discharging Development Agreement (PID 00140061)
Attachment D:	Community Engagement Summary
Attachment E:	Review of Relevant Regional Centre SMPS 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: Meaghan Maund, Planner II, 902.233.0726



Map 1 - Generalized Future Land Use

2032 to 2050 Robie Street, Halifax

-  Subject Property
-  Regional Centre Package A
-  Peninsula North
-  Peninsula Centre

Halifax Peninsula Centre

- HDR High Density Residential
- MDR Medium Density Residential
- CF Community Facilities

Halifax Peninsula North

- MDR Medium Density Residential
- P Park and Institutional

Halifax Peninsula

- OS Major Community Open Spaces

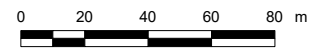
Regional Centre Package A

- CEN Centre
- COR Corridor
- HR Higher-Order Residential

Quinpool Road Commercial Plan

- C Commercial

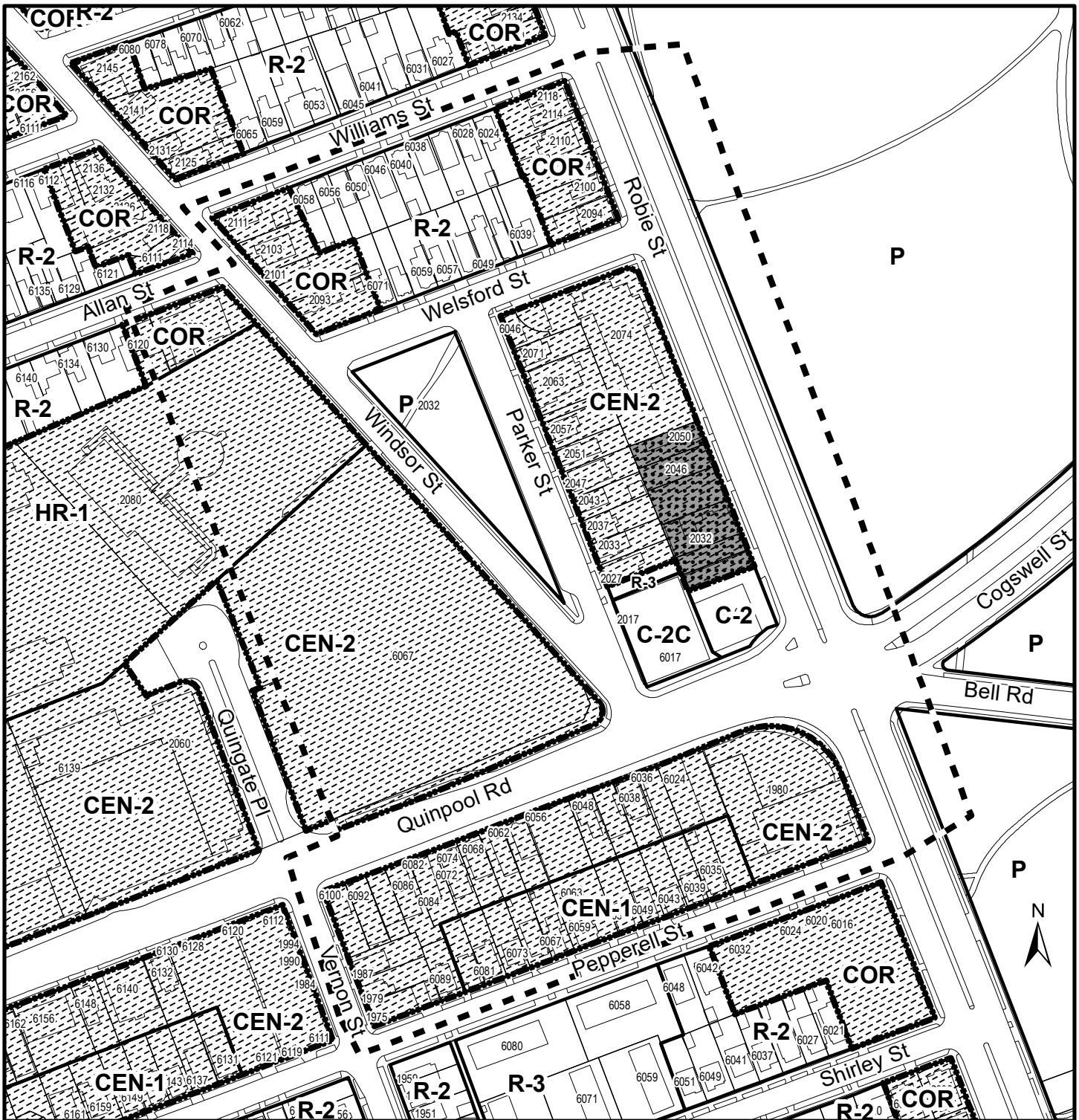
HALIFAX



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.

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



Map 2 - Zoning and Notification

2032 to 2050 Robie Street,
Halifax

-  Subject Property
-  Area of Notification
-  Regional Centre Package A

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

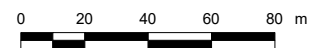
Halifax Peninsula By-Law

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

Regional Centre Package A

- COR Corridor
- CEN-1 Centre 1
- CEN-2 Centre 2
- 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: 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 2032, 2046, and 2050 Robie Street, Halifax (PIDs 00140038, 00140061, and 00140079) and PIDs 40448037, 41340613, and 40448045 and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on September 26, 1991 the former Council of the City of Halifax approved an application to enter into a Development Agreement to allow for the continuation of the existing funeral home operation and associated parking on a portion of the Lands (PIDs 40448037, 41340613, 00140038, and 40448045), which said Development Agreement was registered at the Registry of Deeds in Halifax on July 10, 1992 as Document Number 28578 in Book 5257, Pages 1070-1072 (hereinafter called the "Funeral Home Agreement");

AND WHEREAS on November 25, 1993 the former Council of the City of Halifax approved an application to enter into a Development Agreement to allow for the construction of a parking lot on a portion of the Lands at 2046 Robie Street (PID 00140061), and referenced as case 6766, which said Development Agreement was registered at the Registry of Deeds in Halifax on June 30, 1994 as Document Number 27062 in Book 5591, Pages 912-916 (hereinafter called the "Funeral Home Parking Lot Agreement");

AND WHEREAS the Developer has requested that the Funeral Home Agreement and Funeral Home Parking Lot Agreement both be discharged from the Lands;

AND WHEREAS the Developer has requested that the Municipality enter into a new Development Agreement to allow a multi-unit residential and commercial development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, and pursuant to Policies 10.29 and 10.30 of the Regional Centre Secondary Municipal Planning Strategy and Section 247 of the Regional Centre Land Use By-law;

AND WHEREAS the Halifax and West Community Council approved this request to enter into a new Development Agreement at a meeting held on **[Insert - Date]**, referenced as Municipal Case 22927;

AND WHEREAS the Halifax and West Community Council, at the same meeting, approved the discharge of the Funeral Home Agreement which applies to PIDs 40448037, 41340613, 00140038, and 40448045, and is filed in the Registry of Deeds in Halifax as Document Number 28578 in Book 5257, at Pages 1070-1072, said discharge to take effect upon the registration of this Agreement;

AND WHEREAS the Halifax and West Community Council, at the same meeting, approved the discharge of the Funeral Home Parking Lot Agreement which applies to 2046 Robie Street, Halifax and is filed in the Registry of Deeds in Halifax as Document Number 27062 in Book 5591, at Pages 912-916, said discharge to take effect upon the registration of this Agreement;

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 amended from time to time.

1.2.2 Variances to the requirements of the Land Use By-law for the Regional Centre 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 located inside the building for residents of the building and invited guests, including, but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.

Outdoor Amenity Space means private individual balconies or common amenity areas located outside the building for residents of the building and invited guests, including, but not limited to, public terraces.

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 22927:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Robie Street Elevation
Schedule D	Western Elevation
Schedule E	Northern Elevation
Schedule F	Southern Elevation
Schedule G	Preliminary Landscape Plan

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) An approved Plan of Survey showing the consolidation of PIDs 40448037, 41340613, 00140038, 40448045, 00140061, and 00140079;
 - (b) An executed incentive or bonus zoning agreement as per the requirements of the Regional Centre Land Use By-law;
 - (c) An Outdoor Lighting Plan in accordance with Section 3.8 of this Agreement;
 - (d) A Landscape Plan in accordance with Section 3.9 of this Agreement;
 - (e) Written confirmation from a Structural Engineer that all landscaped areas designed to be installed on any rooftop level of the building are able to support any additional weight caused by the landscaped area; and
 - (f) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer.
- 3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide written confirmation from a qualified professional that the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 The uses of the Lands permitted by this Agreement are the following:

- (a) A mixed-use building containing:
 - (i) a maximum of 102 dwelling units located within the tower portion of the building, of which a minimum of 43% shall contain two or more bedrooms and be a minimum 75 square metres in size;
 - (ii) home office uses;
 - (iii) commercial space and Indoor Amenity Space in the podium;
 - (iv) Indoor Amenity Space and Outdoor Amenity Space; and
 - (v) uses accessory to any of the foregoing uses.
- 3.3.2 Home office uses permitted as per Section 3.3.1(a)(ii) shall meet the requirements for home office use as provided in the Regional Centre Land Use By-law.
- 3.3.3 The majority of the land uses located at the ground floor of the development, and fronting on Robie Street, shall be commercial uses.
- 3.3.4 Commercial uses permitted as per Section 3.3.1(a)(iii) shall be limited to commercial uses permitted in the CEN-2 (Centre 2) Zone of the Regional Centre Land Use By-law.
- 3.3.5 Indoor Amenity Space and Outdoor Amenity Space as per Section 3.3.1 (a)(iii) and 3.3.1(a)(iv) shall meet the requirements of Section 3.6.

3.4 Building Siting and Design

3.4.1 The building's siting, bulk, and scale shall comply with the following:

- (a) the development shall not exceed a floor area ratio of 5.00;
- (b) the maximum height of the building shall not exceed 85 metres, inclusive of all mechanical spaces, elevator enclosures, staircases, staircase enclosures, and penthouses;
- (c) the tower portion of the development shall consist of a maximum of 22 storeys and shall be located above a podium that is at least 7.9 metres in height and contains two-storeys or one-storey plus a mezzanine;
- (d) the streetwall of the podium shall be designed to maintain the appearance of a continuous 2-storey streetwall as per Schedule C and shall have a maximum height of 11 metres for the majority of the Robie Street elevation;
- (e) the ground floor of the building shall be a minimum of 1.5 metres from the front lot line, inclusive of stairs, ramps, or other access points;
- (f) the building shall be a minimum of 6 metres from the rear property line from the ground to a height of 6.2 metres, and above a height of 26 metres, and further no portion of the building may be closer than 4.5 metres to the rear property line;
- (g) further to clause 3.4.1(f), the underground parking area may be up to 0.0 metres from the rear, side, and front property lines provided no portion of the underground parking area protrudes more than 0.6 metres above the average finished grade along the respective lot line;
- (h) any portion of the building above a height of 26 metres may not exceed a depth and width of 23 metres; and
- (i) all floors above a height of 26 metres may not exceed a floor area of 523 square metres per floor, and all other floors above the podium may not exceed a floor area of 676 square metres.

3.4.2 The building's massing shall meet the provisions of this Section and be as generally shown on Schedules B through F. The Development Officer may accept minor modifications to the building's massing to comply with Nova Scotia Power Inc.'s clearance from overhead power lines requirements, however, the building must still comply with all other requirements of this Section.

3.5 Architectural Requirements

3.5.1 The façade facing Robie Street shall be designed and detailed as the primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

3.5.2 The design of the building shall provide visual architectural interest as generally shown on Schedules B through F through the use of such things as variations in building materials, colours, façade design, massing, or acceptable equivalents approved by the Development Officer.

3.5.3 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) as identified on the Schedules.

3.5.4 The primary entrance to the residential units shall face Robie Street and shall be clearly distinguished as the main residential entrance by the use of such things as changes in materials, overhangs, awnings, signage, the size of the doors, lighting, changes in ground cover material, or acceptable equivalents approved by the Development Officer. All other residential entrances shall be emphasized by detailing, changes in materials, and other architectural devices such as overhangs, awnings, or an acceptable equivalent approved by the Development Officer.

3.5.5 All main entrances to the commercial space shall face Robie Street. Furthermore, there shall be multiple entrances to the commercial space on the ground floor fronting on Robie Street. The main entrances to the commercial space shall be distinct, easily identifiable, and emphasized by detailing, changes in materials, and other architectural devices such as overhangs, awnings, or an acceptable equivalent approved by the Development Officer.

- 3.5.6 Service entrances shall be integrated into the design of the building and shall not be a predominate feature. Garage doors shall be primarily made of windows or translucent material.
- 3.5.7 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.5.8 Any exposed foundation in excess of 0.61 metres (2 feet) in height shall be architecturally detailed, veneered with stone or brick, or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.9 Exterior building materials shall not include vinyl siding.
- 3.5.10 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.
- 3.5.11 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Robie Street or abutting residential 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.
- 3.5.12 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.6 Amenity Space

- 3.6.1 A minimum of 255 square metres of indoor amenity space shall be provided within the building. The indoor amenity space shall:
 - (a) be provided in increments of at least 30 contiguous square metres;
 - (b) have no linear dimension less than 3.0 metres; and
 - (c) shall be fully accessible to all building residents.
- 3.6.2 A minimum of 450 square metres of outdoor amenity space shall be provided on site. A minimum of 350 square metres of this space shall be a communal rooftop terrace located on Floor 3, as per Schedule G, and shall be accessible to all of the residents in the building.
- 3.6.3 The rooftop terrace located on Floor 3 shall include seating and weather protection for users.
- 3.6.4 The landscaped podium in the rear yard shall be fully accessible to residents. The space shall include seating and weather protection for users.

3.7 Parking, Circulation, and Access

- 3.7.1 Vehicular access/egress to the development shall be located along Robie Street, as shown on Schedule B.
- 3.7.2 The parking area shall provide a minimum of 70 parking spaces. Each space shall be a minimum 2.4 metres wide and 5.5 metres long, with the exception that any parallel parking space shall be at least 6.1 metres long.
- 3.7.3 Bicycle parking shall be provided pursuant to the Land Use By-law.

3.8 Outdoor Lighting

- 3.8.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances, outdoor amenity and open spaces, and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings. This shall be confirmed in writing by a qualified person.
- 3.8.2 Full cut-off light fixtures and automatic shut-off devices shall be used for all exterior lighting.

3.9 Landscaping

- 3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).
- 3.9.2 The rooftop terrace on Floor 3 shall contain a combination of hard and soft landscaping as generally shown on Schedule G. The rooftop terrace shall also include a garden trellis as shown on Schedules B and G.
- 3.9.3 The space at grade in front of the podium between the public sidewalk and building identified as the pedestrian plaza on Schedule B shall be designed as an extension of the public sidewalk with primarily hard ground covering. The ground covering shall not include asphalt.
- 3.9.4 There shall be an opaque wood fence or masonry wall at least 1.8 metres high along the full length of the rear property line.
- 3.9.5 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 Preliminary Landscape Plan shown on Schedule G. 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.
- 3.9.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.9.7 Notwithstanding Section 3.9.6, 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.
- 3.9.8 Prior to the issuance of a Development Permit, the Developer agrees to provide documentation from a Structural Engineer indicating the building design is able to support the weight of all rooftop landscaped areas.

3.10 Maintenance

3.10.1 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.

3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.11 Signs

3.11.1 The sign requirements shall be accordance with the Regional Centre Land Use By-law, as amended from time to time.

3.11.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

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

3.12 Temporary Construction Building

3.12.1 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.

3.13 Screening

3.13.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Robie Street and abutting residential uses. 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.

3.13.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and incorporated in to the architectural treatments and roof structure.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Off-Site Disturbance

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

4.3 Solid Waste Facilities

4.3.1 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.

4.3.2 All refuse and recycling containers and waste compactors shall be confined to the interior of the building and screened from public view.

4.4 Undergrounding Services

4.4.1 All secondary or primary (as applicable) electrical, telephone, and cable services to the building shall be underground installation.

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 have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

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 3.6 of this Agreement;
- (b) Changes to the parking, access, and circulation requirements as detailed in Section 3.7 of this Agreement;
- (c) Changes to the landscaping as detailed in Section 3.9 of this Agreement;
- (d) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement; and
- (e) The length of time for the completion of 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 three (3) years from the date of registration of this Agreement at the 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 issuance of a Development Permit.

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; or
 - (c) discharge this Agreement.
- 7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after six (6) 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; or
 - (c) discharge this Agreement.

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

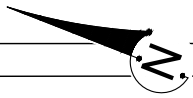
On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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 Iain MacLean, 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



ROBIE STREET





EXISTING CURB CUTS REMOVED

EXISTING STREET TREE

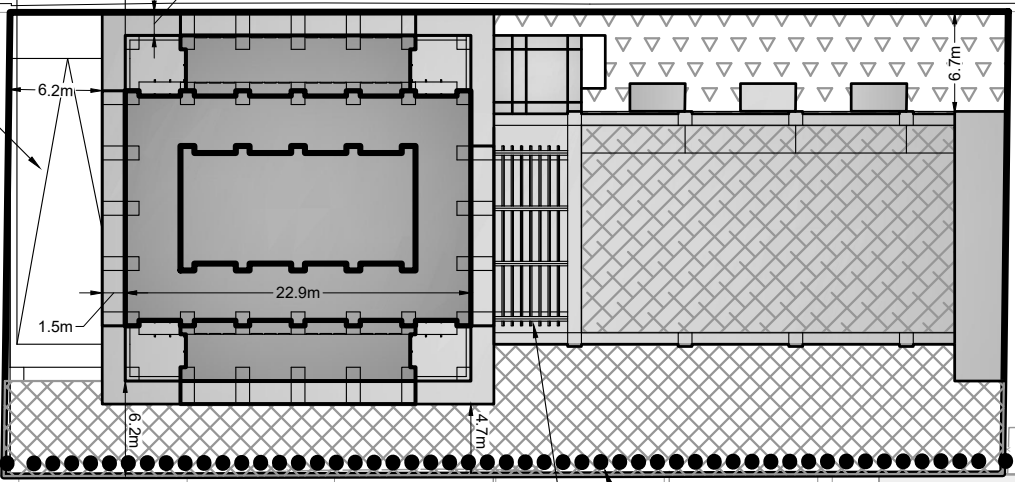
EXISTING CURB CUTS REMOVED

2" DIA MAPLE

LEGEND

-  SITE BOUNDARY
-  GREEN ROOF
-  AMENITY / LANDSCAPED AREA
-  PEDESTRIAN PLAZA

PROPOSED U/G PARKING ACCESS DRIVEWAY / RAMP



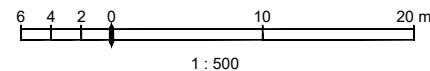
HEDGE AND PRIVACY FENCE

WIND BREAK / GARDEN TRELLIS



SCHEDULE B - SITE PLAN
 2032-2050 ROBIE STREET
 HALIFAX , NOVA SCOTIA

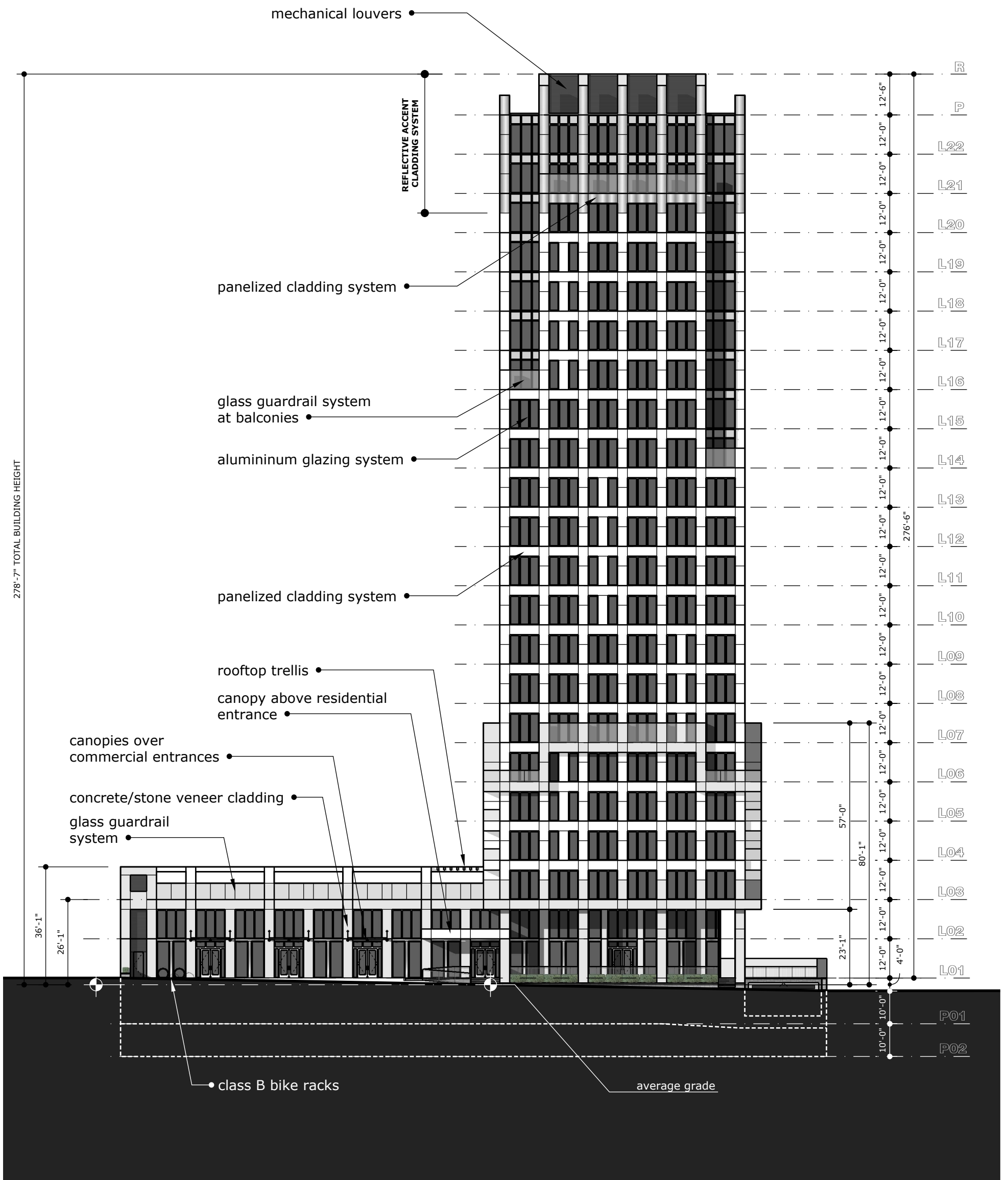
SCALE



DATE: 31-MAY-2020

161-12351-SCHEDULE_V16

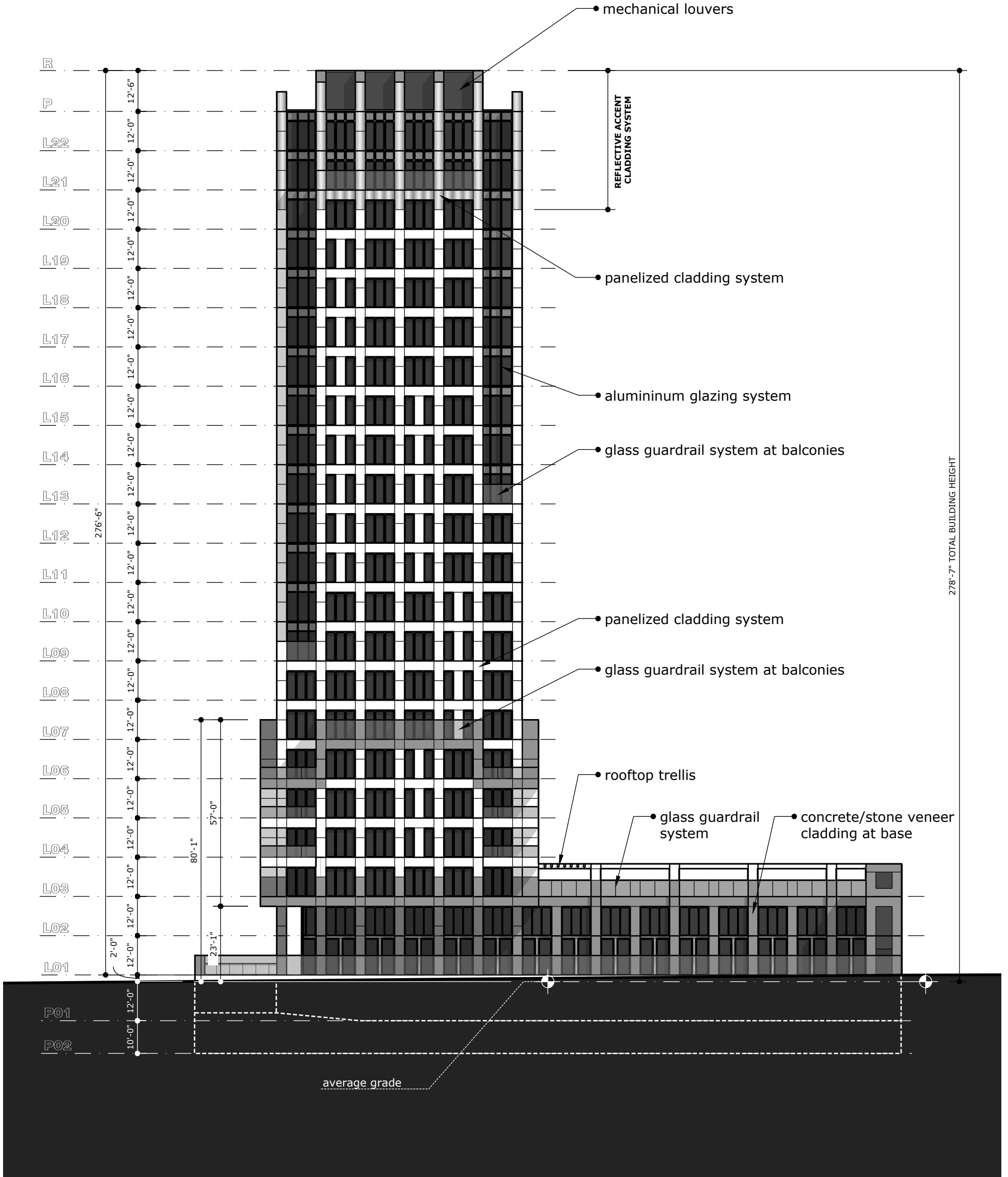
FILE: K:\DATA\INDOT\2018\161-12351-01_WESTWOOD_ROBIE_PLA\DOT\DWG\151-CONCEPT_PLANS\161-12351-SCHEDULE_V16.DWG Sheet B SITE PLAN



EAST ELEVATION (2032-2050 ROBIE STREET)

1" = 30'-0" (1:360)
 0 15 30 45 ft

SCHEDULE C - Robie Street Elevation

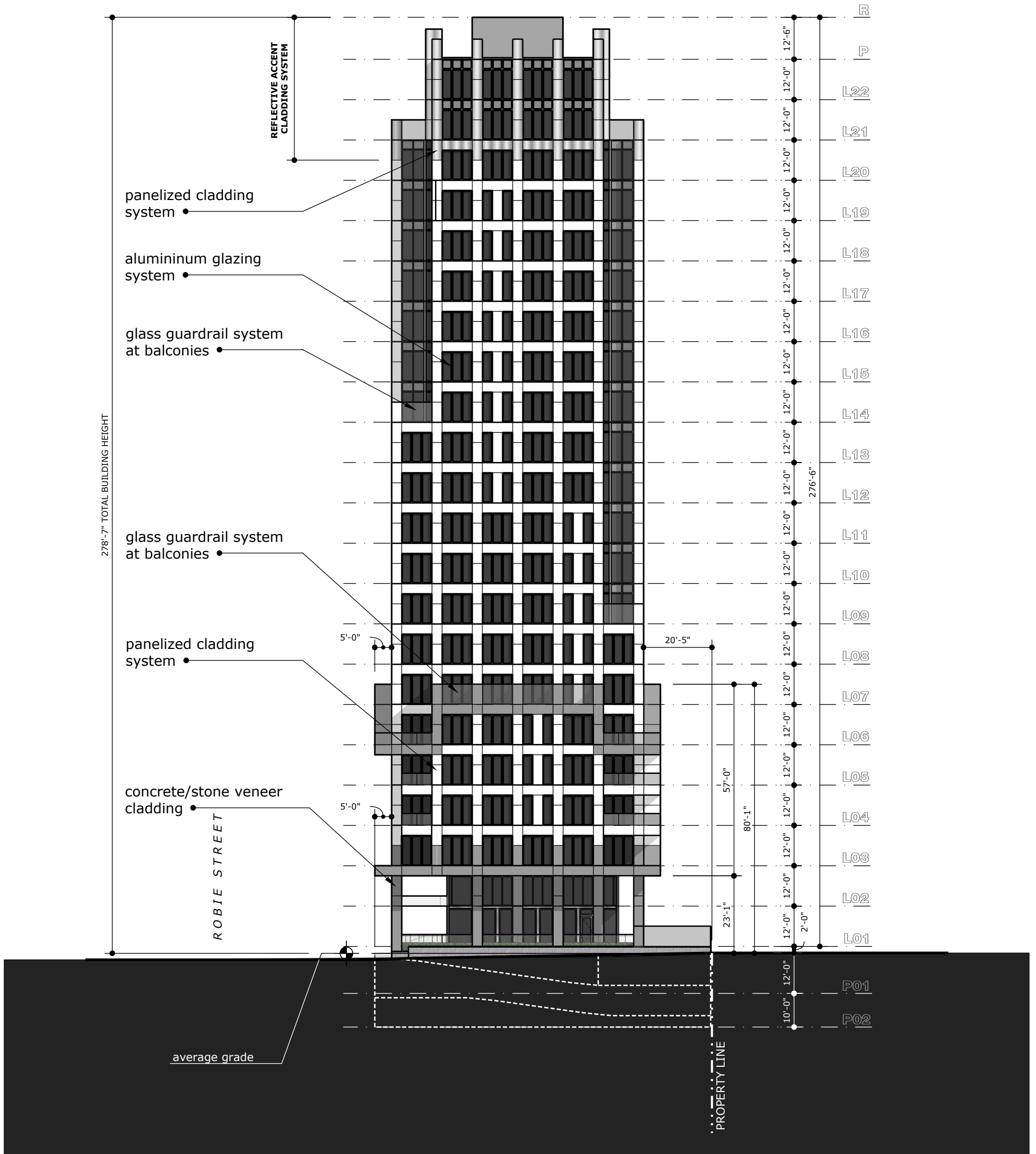


WEST ELEVATION (2032-2050 ROBIE STREET)

1" = 30'-0" (1:360)
 0 15 30 45 ft

SCHEDULE D - Western Elevation

May 31, 2021

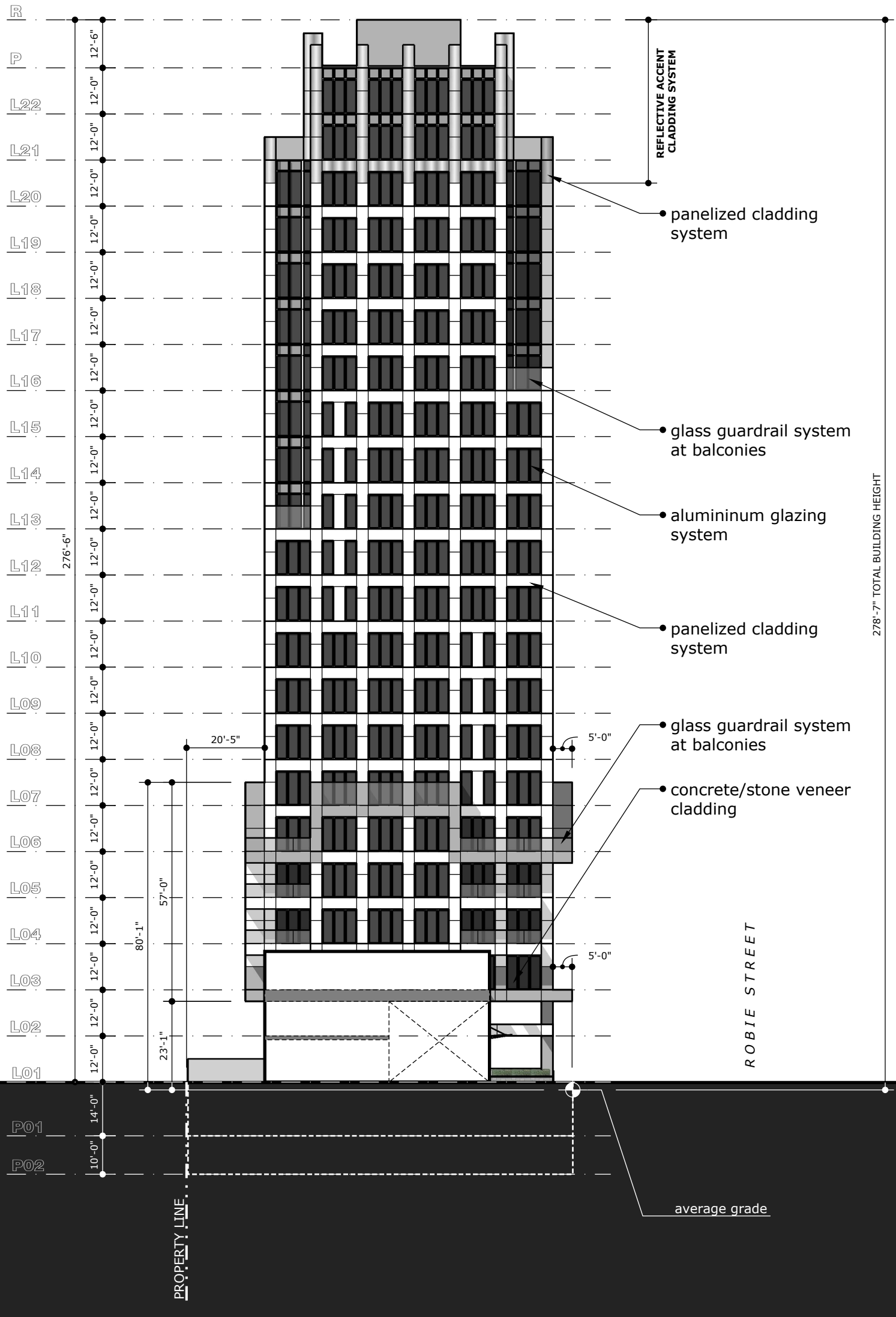


NORTH ELEVATION (2032-2050 ROBIE STREET)

1" = 30'-0" (1:360)
 0 15 30 45 ft

SCHEDULE E - Northern Elevation

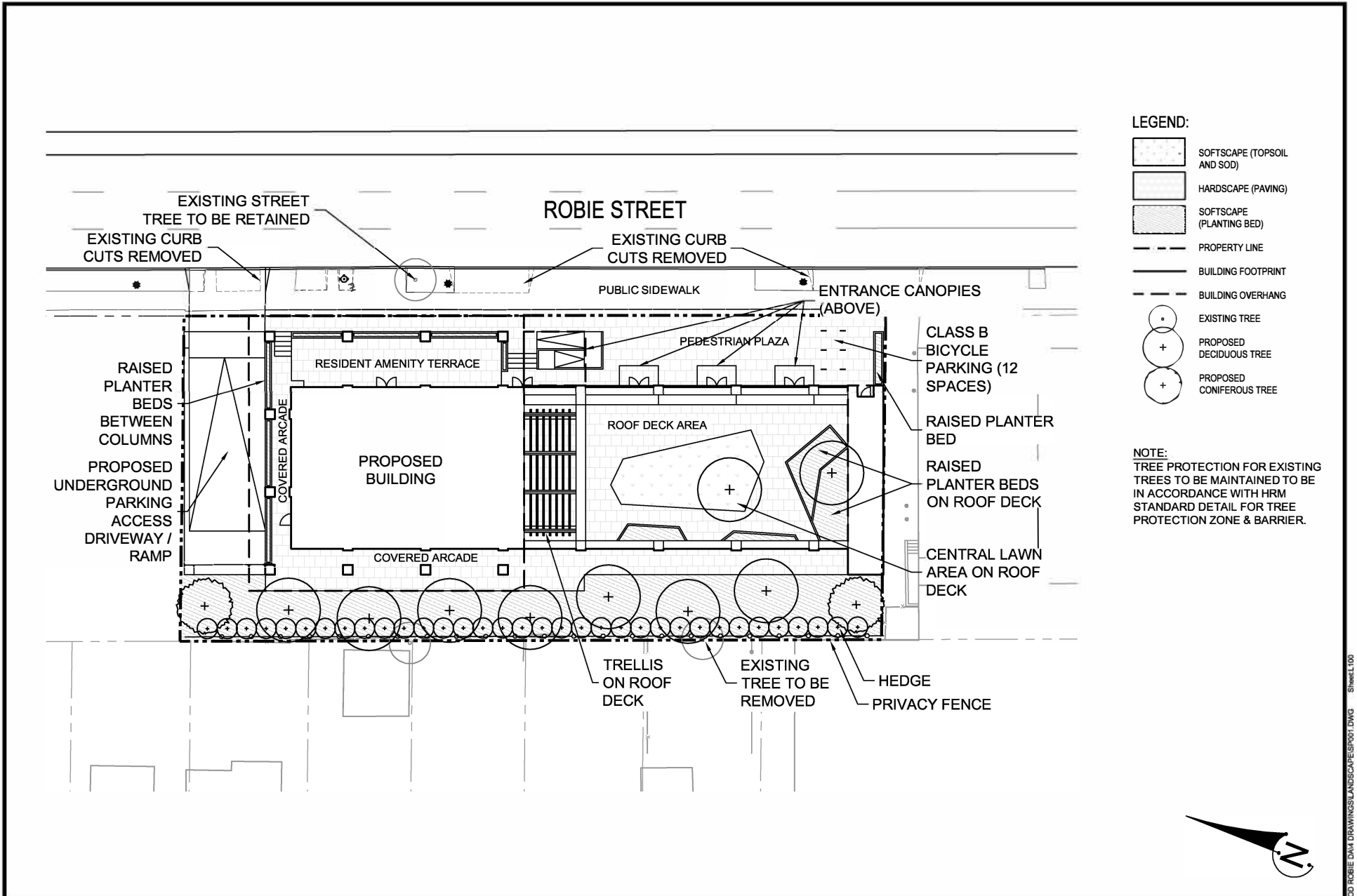
May 31, 2021



SOUTH ELEVATION (2032-2050 ROBIE STREET)

1" = 30'-0" (1:360)
0 15 30 45 ft

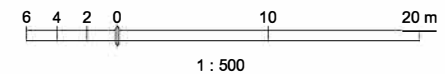
SCHEDULE F - Southern Elevation



ARCHITECTURE | 49

SCHEDULE G:
PRELIMINARY LANDSCAPE PLAN
 2032-2050 ROBIE STREET HALIFAX,
 NOVA SCOTIA

SCALE:



DATE: 03-JUN-2021

SP001

Attachment B: Proposed Discharging Development Agreement

THIS DISCHARGING 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 PIDs 40448037, 41340613, 00140038, and 40448045 and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on September 26, 1991 the former Council of the City of Halifax approved an application to enter into a Development Agreement to allow for the continuation of the existing funeral home operation and associated parking on the Lands, which said Development Agreement was registered at the Registry of Deeds in Halifax on July 10, 1992 as Document Number 28578 in Book 5257, Pages 1070-1072 (hereinafter called the "Existing Agreement");

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

AND WHEREAS Section 244(2) of the *Halifax Regional Municipality Charter* states 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 owners;

AND WHEREAS the Halifax and West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as case 22927;

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 Regional Centre Land Use By-law, 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:

(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, personally came and appeared _____, the 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, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Mike Savage, Mayor and Iain MacLean, 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

Attachment C: Proposed Discharging Development Agreement

THIS DISCHARGING 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 2046 Robie Street, Halifax (PID 00140061) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on November 25, 1993 the former Council of the City of Halifax approved an application to enter into a Development Agreement to allow for the construction of a parking lot on the Lands and referenced as case 6766, which said Development Agreement was registered at the Registry of Deeds in Halifax on June 30, 1994 as Document Number 27062 in Book 5591, Pages 912-916 (hereinafter called the "Existing Agreement");

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

AND WHEREAS Section 244(2) of the *Halifax Regional Municipality Charter* states 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 owners;

AND WHEREAS the Halifax and West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as case 23021;

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 Regional Centre Land Use By-law, 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:

(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, personally came and appeared _____, the 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, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Mike Savage, Mayor and Iain MacLean, 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

Attachment D: Community Engagement Summary

Case 22927: 2032-2050 Robie Street, Halifax

On December 7, 2020 HRM Staff formally invited the public to provide feedback on Case 22927. Letters were mailed to 305 property owners and tenants in the area surrounding the subject site. The letter provided the recipient an overview of the proposal, asked for their thoughts on it, and directed them to where they could find more information and who to contact with feedback and questions. The application webpage on halifax.ca was updated to include a presentation about the proposal and application process and information about how to submit feedback to the Planner. The formal engagement period was open until January 12, 2021. Between December 7, 2020 and May 12, 2021, we heard from 172 people/households (159 emails and 13 phone calls). A summary of the public's feedback follows.

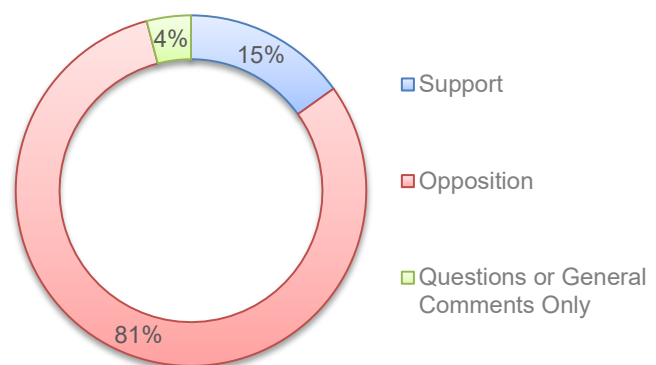
Overview of the Proposal

WSP Canada Inc., on behalf of the property owner, is requesting to enter into a development agreement for a 23-storey mixed-use development at 2032-2050 Robie Street, Halifax. The building will a maximum 85 metres tall and be designed as tower atop a two-storey podium. The tower will contain up to 102 residential units, of which there will be 58 one-bedroom units and 44 two-bedroom units. The ground floor fronting on Robie Street will be primarily commercial space. Residents will have access to interior and exterior amenity space, including a rooftop terrace on the third floor. Two levels of underground parking will accommodate approximately 84 vehicular parking spaces. Class A and Class B bicycle parking will also be provided.

What we heard

Of the 172 people we heard from, 139 are opposed to the proposal, twenty-six (26) voiced support, and seven (7) asked questions or provided constructive feedback but did not say whether they were explicitly state support for or opposition to the proposal. See Figure 1 for a breakdown of the types of comments. A summary of the themes that emerged from these comments is below.

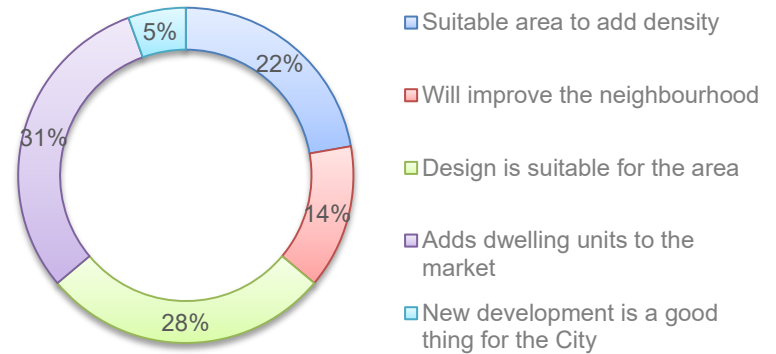
Figure 1: Type of Comments



What was liked?

Twenty-six (26) of the respondents are in full support of the proposal. The majority of the reasons respondents support the proposal fit generally into five categories as shown in Figure 2: it is a suitable area to add density; the development will improve the neighbourhood; the design suits the area / is a good design; the development will provide housing; and new development is a good thing for the City.

Figure 2: Reasons for Supporting the Proposal



What are the concerns?

139 or eighty-one percent of the respondents oppose the proposal in its entirety or aspects of it. Many have the same concerns, and the list of concerns is long. The table below lists the main concerns or issues respondents have with the proposal.

Table 1: List of Concerns

Respondents Concerns / Issues with the Proposal
It will negatively affect the Common (e.g., shadow)
It will make the area windier
It does not fit with the neighbourhood / will adversely affect the feel of the area
It's too tall
It will increase traffic in the area
There are already too many high-rises
The area is being overdeveloped and too much density is being added
The proposal does not align with Centre Plan
It will make it challenging to find parking in the area
It will not provide affordable housing
There will be noise during construction and after the building is built
The design is uninspired
It will negatively affect the environment during and after construction
It will negatively affect the property values of the neighbouring area and housing affordability
Negatively affect the privacy of residents living in the area
Concerns about servicing capacity
Access is only from Robie Street (no rear access)
Tower is too close to Robie Street

SUGGESTIONS

Some respondents provided suggestions for how the proposed development could be improved. The most common request was for the building to be less tall; how tall respondents think it should be ranged from six storeys to twenty storeys. Some respondents said they would prefer a longer and wider building in lieu of a tall, narrow tower. It is important to note the policies for this site are written specifically for this site and are very prescriptive. Policy 10.29 of the Regional Centre Secondary Municipal Planning Strategy defines such things as height, massing, and siting for the development. This means there are limited aspects of the design that can be changed. Below is a list of the suggestions from respondents about changes they would like to see to the design of the building:

- Have at least one parking space per dwelling unit, i.e., 102 parking spaces for 102 units.
- Set the tower further back from the street line so it is not as visible to pedestrians walking by.
- Ensure the mechanical equipment – particularly that on the roof – doesn't create noise.
- Incorporate elements into the façade and into the overall design that create more architectural interest.
- Provide more vegetation.
- Add bird habitat to allow predator species to nest to fight their habitat loss and contribute to natural pest control.
- Include 3-bedroom units to accommodate families with children.
- Consider how pedestrians can safely walk on the sidewalk where vehicles access the parking garage.
- Incorporate pedestrian scaled elements and vegetation along Robie Street that help make it a bright, safe, enjoyable, and green space to walk.
- Give attention to how the design contributes to the life of the street in this area. The area in front of the podium should have public amenities (e.g., seating). Consider using the forecourt for garden space, a cafe, outdoor display, etc.
- Consider making the rooftop terrace accessible from the street. Consider having a restaurant or retail at the terrace level so guests could look over the Common while they visit.
- Have Class A bicycle parking close to the main doors of the building for easy access.
- Provide a space between the building and Robie Street and along the side of the building for vegetation and seating.

- Provide each unit with a balcony so residents have an attractive place to live and access to fresh air.
- Include solar power collectors to power some of the building's electrical needs.
- Including a charging station for electric vehicles in the parking area.
- Provide some affordable housing units.

Summary

Between December 10, 2020 and April 6, 2021, 172 people reached out to share feedback and ask questions about the proposal for a 23-storey tower at 2032-2050 Robie Street, Halifax. Overwhelmingly people are opposed to the development; eighty-one (81) percent of the respondents have concerns about the proposal. The most common concern is the negative effect the building will have on the Common, particularly the shadow it will cast. Twenty-six (26) respondents or fifteen (15) percent support the proposal. Their reasons include: the design suits the area, it will improve the neighbourhood, it is a suitable location for density, and it will provide needed housing. Seven respondents or four (4) percent did not state their support or opposition, but asked questions or offered suggestion to improve the design.

Attachment E: Review of Relevant Regional Centre SMPS Policies

Policy	Staff Comment
PART 3: URBAN STRUCTURE	
3.3 Centre Design	
<p>3.10 Map 2 shall establish the Maximum Floor Area Ratio Precincts and the Land Use By-law shall establish maximum built form regulations in the Centre Designation, in accordance with Map 2 and policies in Part 4 and Part 5 of this Plan. Built form may vary within and between Centres to permit low-rise buildings, mid-rise buildings, tall mid-rise buildings, and high-rise buildings consistent with the maximum FAR ratios, as illustrated on Map 2.</p>	<p>Map 2 states the maximum permitted FAR for the subject site is 5.00. The proposed development agreement permits a maximum FAR of 5.00.</p>
<p>3.11 The Land Use By-law shall establish two zones within the Centre Designation and shall apply them as follows:</p> <ul style="list-style-type: none"> a) the Centre 2 (CEN-2) Zone shall generally apply to lands with frontage on designated Pedestrian-Oriented Commercial Streets or major commercial streets within the Centre Designation, except for through lots facing on low-rise building residential streets. It will permit a wide range and mix of residential, commercial, park and open space, cultural, institutional and urban agricultural uses which support both local and regional needs of residents. Except for recycling depots and wholesale food production, industrial uses shall be prohibited. Some commercial uses, and car-oriented uses that do not support a human scale pedestrian environment are also prohibited in the CEN-2 Zone except for services uses; and b) The Centre 1 (CEN-1) Zone shall apply to all remaining lands within the Centre Designation. Due to the proximity to low-rise residential areas, limitations will be placed on development so that the type of uses 	<p>The subject site is zoned CEN-2. The proposed agreement allows for a mixed use residential and commercial building. The permitted commercial uses are any use permitted in the CEN-2 Zone.</p> <p>b) and c) do not apply.</p> <p>The proposed development agreement will not permit the prohibited uses listed under d).</p>

<p>and scale of development are compatible with neighbouring low-rise residential areas.</p> <p>c) The CEN-1 Zone shall prohibit all industrial uses and commercial uses that are not compatible with adjacent low-rise residential contexts, including drinking establishments and service stations.</p> <p>d) Adult entertainment, construction and demolition facilities, and salvage uses shall be prohibited in the CEN-1 and CEN-2 zones.</p>	
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PART 4: BUILT FORM AND URBAN DESIGN

Section 4.1 Urban Design Goals

<p>4.1 The Land Use By-law shall establish regulations, including site plan approval design requirements to implement the overall objectives and Urban Design Goals of this Plan. The Urban Design Goals and the Urban Design Manual contained in Appendix 2 of this Plan shall also be considered in development agreements specified in this Plan.</p>	<p>The Urban Design Goals and the Urban Design Manual informed architectural, amenity space, and landscaping requirements. For example, the human-scaled streetwall for the majority of the street frontage, commercial uses at grade, and frequent commercial entrances respond to the Site Planning & Design objectives. Fully accessible open spaces with weather protection respond to Open Space Design objectives. Requirements for clearly distinguished and frequent entrances, a distinctive top on the building, and screening utilities and parking have been incorporated into the agreement and respond to the Building Design objectives.</p> <p>Comments within this policy matrix further highlight how the urban design criteria has informed the design of the development.</p>
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Section 4.2 Protected Public Views and View Terminus Sites

<p>4.2 The Municipality shall, through the Land Use By-law, protect designated views from the Citadel identified as the Halifax Citadel View Planes as shown on Map 7 and the Halifax Citadel Ramparts views as shown on Map 8.</p>	<p>This site is not within a designated view from the Citadel as identified on Map 7. The site is also not subject to the Halifax Citadel Rampart requirements.</p>
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Section 4.3 Protection from Wind and Shadow

<p>4.6 The Land Use By-law shall establish a Pedestrian Wind Impact Assessment Protocol and Performance Standards for new development in the D, CEN-2, CEN-1, COR, HR-2, and HR-1 Zones. The Land Use By-law shall require a wind impact assessment or study, and wind mitigation strategies for any new building over 20 metres high or any addition to a building that exceeds a height of 20 metres.</p>	<p>A pedestrian wind impact assessment has been submitted. Development has reviewed the assessment and determined it complies with the standards as specified in the Land Use By-law.</p>
<p>4.7 The Land Use By-law shall establish a Shadow Impact Assessment Protocol and Performance Standards to ensure that any new building or addition to a building located within 100 metres of any area identified on Schedule 27 of the Land Use By-law, or any new building or addition to a building higher than 26 metres does not result in less than 6 hours of sunlight within an identified area boundary, and does not result in any point within that property being in shade for more than 4 continuous hours between the hours of 8:00 am and 6:00 pm on September 21.</p>	<p>While the site is within 100 metres of areas identified on Schedule 27, a Shadow Impact Assessment is not required. The site-specific policies require only a Pedestrian Wind Impact Assessment for this proposal.</p>
<p>4.8 Subject to Policy 4.7, areas identified on Schedule 27 of the Land Use By-law shall include key public parks located in proximity to areas that enable mid-rise buildings, tall mid-rise buildings and high-rise buildings, including the following: Dartmouth Common, Green Road Park, Halifax Common, Halifax Public Gardens, Kiwanis Grahams Grove Park, Maynard Lake Park, Murray Warrington Park, Newcastle Street Park, Starr Park, Sullivan’s Pond Park, Northbrook Park, Victoria Park, Cogswell Park, Brownlow Park, Penhorn Lake Park, and Gorsebrook Park.</p>	<p>While the site is within 100 metres of Halifax Common and Cogswell Park, a Shadow Impact Assessment is not required. The site-specific policies require only a Pedestrian Wind Impact Assessment for this proposal.</p>
<p>PART 5: CULTURE AND HERITAGE</p>	
<p>Section 5.2 Heritage Properties, Heritage Conservation Districts, and Cultural Landscapes</p>	

<p>5.7 Any future amendments to this plan or applications for new development agreements shall consider any impact on key defining features of the Regional Centre Cultural Landscapes identified in Table 4. The Municipality may consider working with the Government of Canada and communities including First Nations to recognize and commemorate the cultural landscapes, including Point Pleasant Park, Tufts Cove, and the Halifax Citadel.</p>	<p>Site specific policies were written to enable a proposal for an 85-metre-tall mixed-use development at this site. The requirements around building height, setbacks, and uses were written informed by the context of the surrounding neighbourhood, including the features identified on Table 4.</p>
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<p>5.12 To support and encourage vibrant, diverse and inclusive cultural assets and ways to celebrate culture in the Regional Centre, the Municipality may:</p> <ul style="list-style-type: none"> a) continue to build and broaden the inventory of cultural assets in the Regional Centre to be more inclusive of Mi'kmaq First Nations, Indigenous, African Nova Scotian, Acadian and other diverse cultures; b) use the Inventory of Cultural Assets to further research and engage the community when planning for Future Growth Nodes, and when Plan amendments and development agreements are considered; and c) continue to explore incentives and opportunities to encourage the preservation and expansion of built heritage, and the development of cultural spaces. 	<p>This site was one of a very limited number of sites where policy was included which pertains to this particular property and the development that is being proposed. As such, cultural asset considerations were made at the time of the original adoption of the policy in the Halifax MPS and again at the time when the policy was re-adopted through Package A of the Centre Plan.</p>
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PART 8: MOBILITY

Section 8.1 Land use and Mobility

<p>8.2 The Municipality may require transportation impact studies for site plan approval applications and discretionary approvals. Studies provided by the applicant shall prioritize pedestrian access, safety and comfort.</p>	<p>A Traffic Impact Statement (TIS) from 2014 and an addendum from 2018 were submitted as part of this application. Development Engineering and Traffic Management have reviewed the TIS and the addendum and deemed them acceptable.</p> <p>Currently there are four curb cuts along the frontage of the subject site. The proposed</p>
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	<p>agreement will allow one vehicular access point to the site. This improves pedestrians' safety along this section of the block. Vehicular loading and delivery spaces are in the underground parking area.</p> <p>The proposed agreement requires the garage door to be primarily made of windows or translucent material. This makes it easier for pedestrians to see vehicles exiting the underground parking area and for motorists to see pedestrians.</p>
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PART 10: IMPLEMENTATION

Section 10.6 Discretionary Approvals

10.6 In considering applications for land use by-law amendments and development agreements, in addition to other policies contained in this Plan, Council shall have regard for the following:

<p>a) the proposal is consistent with all applicable objectives and policies set out in the Regional Plan and this Plan;</p>	<p>The proposal is reasonably consistent with all applicable objectives and policies set out in the Regional Plan and Regional Centre MPS.</p>
<p>b) that the proposal is not premature or inappropriate by reason of:</p>	
<p>i. the financial capacity of the Municipality to absorb any costs relating to the development,</p>	<p>There are no anticipated direct financial costs to the Municipality because of this development.</p>
<p>ii. the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems,</p>	<p>Halifax Water reviewed the proposal and has advised the Developer will have to confirm capacity of the water and wastewater infrastructure at permitting.</p>
<p>iii. the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands, and</p>	<p>Halifax Regional Centre for Education was notified about the proposal. The Education Act mandates every person over the age of five years and under the age of 21 years has the right to attend a public school serving the school region in which that person resides. While there may be operational challenges in some cases, the HRCE will work to ensure all students are provided with access.</p> <p>There are recreation and other community facilities in the area. At this time, data is not available to determine if recreation and other community facilities have capacity to absorb additional demands.</p>

	<p>The proposed development agreement requires on-site amenity space for residents. A minimum of 255 square metres of indoor amenity space and a minimum of 450 square metres of outdoor amenity space are required. See comments for Policy 10.29 k) for details about the proposed amenity space.</p>
<p>iv. the adequacy of transportation infrastructure for pedestrians, cyclists, public transit and vehicles for travel to and within the development;</p>	<p><i>Pedestrians</i> The site is connected to the surrounding neighbourhood by sidewalks. Pedestrians can access the building from the existing sidewalk on Robie Street via stairs or a ramp. There is a pedestrian plaza space in front of the commercial space that functions as an extension of the public sidewalk, giving pedestrians ample space to move.</p> <p>The proposed agreement allows only one entry/exit points for vehicular traffic to make the sidewalk safer for pedestrians walking in front of the building.</p> <p><i>Cyclists</i> There are no plans to integrate bicycle lanes on Robie Street, but there are plans to upgrade the Windsor Street bike lanes to protected bicycle lanes and to build a connection from Windsor Street to the Commons on Welsford Street. While the site will not be directly connected to cycling infrastructure, it will be surrounded by the All Ages and Abilities cycling network. The proposed agreement requires on-site bicycle parking as per the requirements of the Land Use By-law. There will be a combination of both Class A (indoor) and Class B (outdoor) bicycle parking spaces.</p> <p><i>Public Transit</i> A public transit stop is located just beyond the site to the south, as well as directly across the street. Other transit stops are within walking distance. The site is accessible by a number of transit routes. The curb lane has been converted to a bus only lane between 6 a.m. and 6 p.m. on weekdays</p>

	<p>and parking/loading outside of these hours on Robie Street between Quinpool Road and Cunard Street.</p> <p><i>Motorists</i> There is one vehicle combined entry/exit point to the site which directs vehicular traffic – including delivery vehicles – to the underground parking area from Robie Street. The proposed agreement requires there be at least 84 underground vehicular parking spaces.</p>
<p>c) the potential for damage to or for destruction of designated heritage buildings and sites; and</p>	<p>Not applicable. There are no heritage buildings or sites abutting the subject site.</p>
<p>d) that development regulations in the proposed zone or controls in the proposed development agreement will adequately mitigate potential conflict between the proposed development and nearby land uses, by reason of:</p> <ul style="list-style-type: none"> i. type of use(s), ii. built form of the proposed building(s), iii. traffic generation, safe access to and egress from the site, and parking, iv. open storage and signage, v. impacts of lighting, noise, fumes and other emissions, and vi. that the subject lands are suitable for development in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding. 	<p>The proposed development agreement has controls to mitigate potential conflict between the proposed development and nearby land uses.</p> <ul style="list-style-type: none"> i. Land uses are limited to residential and those commercial uses permitted in the underlying zone. The immediately abutting properties are also zoned CEN-2 and have residential and commercial uses. As such, the proposed uses are compatible. ii. Aspects of the proposed built form conflict with other land uses nearby, particularly the Common and the low-rise development to the rear of the site on Parker Street. However, the site-specific policy that allows Council to consider a development agreement for this site enables a building with this height and massing. <p>The building will be taller than both the 19-storey Welsford to the north and the maximum 78 metre Willow Tree being constructed to the south. This high-rise tower design will shadow parts of the Common during different times of the year. The building’s mass will also be in stark contrast to the low-rise residential development immediately to the rear of</p>

	<p>the site. Wind mitigation features have been integrated into the design of the building to reduce wind effects.</p> <ul style="list-style-type: none"> iii. See comments under Section 8.2. iv. Open storage is not permitted. Any proposed signage must comply with the requirements of the Land Use By-law. v. The proposed agreement has provisions to reduce the impact of lighting, noise, fumes, and other emissions. Lighting must be arranged to divert light away from streets and adjacent buildings. Mechanical systems are only permitted next to abutting residential uses if they are integrated into the design of the building and noise reduction measures are implemented. vi. The site is relatively flat and already developed with a dwelling, parking lot, and funeral home. There are no concerns about the steepness of the grade and soil and geological conditions. There are no watercourses, marshes, or bogs in this area nor susceptibility to flooding.
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Section 10.6 Incentive or Bonus Zoning

<p>10.13 Subject to Policy 10.12 and as required by the HRM Charter, where affordable housing is a required public benefit in the Centre Plan Area, a majority of the calculated value of the public benefit shall be dedicated toward affordable housing except on a registered heritage property where the majority of the public benefit shall be dedicated to the conservation of a registered heritage building on the site of the development.</p>	<p>The proposed development agreement requires a public benefit be provided as per the requirements of the Land Use By-law prior to the issuance of a Development Permit.</p>
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Section 10.10 Transition to This Plan

<p>10.29 Council may consider development on the site identified as the Robie Street Special Area on Schedule 4 of the Land Use By-law by development agreement, subject to the following requirements:</p>	
<p>a) the development agreement shall consist of a mix of residential and commercial uses;</p>	<p>The proposed development agreement permits 102 residential units, as well as commercial uses in the podium. The</p>

	permitted commercial uses are those permitted in the underlying CEN-2 Zone.
b) the tower portion of the development shall consist of a maximum of 22 storeys, located above a 2-storey podium;	The proposed development agreement specifies the tower portion of the development shall be a maximum 22 storeys located above a podium design to be the height of two storeys. Depending on the FAR of the final design, the interior design of the podium can be a full two-storeys or one storey plus a mezzanine. Either option will have the overall effect of a two-storey podium for passers-by. Therefore, the intent of this policy is satisfied.
c) the development shall be limited to 102 residential units located within the tower portion of the building;	The proposed development agreement limits the number of residential units to 102, all of which must be located within the tower portion of the development.
d) a minimum of 43% of the units within the building contain 2 or more bedrooms and are a minimum of 75 square metres in size;	The proposed development agreement requires a minimum 43% of the dwelling units to be at least two bedrooms and be a minimum 75 square metres in size.
e) land uses located at the ground floor of the development, and fronting on Robie Street, shall be primarily commercial in nature to maximize street-level activity;	The proposed development agreement specifies that the majority of the land uses located on the ground floor of the development, and fronting on Robie Street, be commercial uses.
f) the building shall comply with the following massing and height requirements:	
i. an overall height of 85 metres, inclusive of all mechanical space, penthouses, and other structures;	The proposed development agreement limits the height of the building to 85 metres, inclusive of all mechanical space, penthouses, and other structures.
ii. the development provides a continuous 2-storey streetwall podium with a maximum height of 11 metres for the majority of the Robie Street elevation;	The proposed development agreement requires the streetwall of the podium be designed to visually appear a continuous two-storey streetwall and limits the height to a maximum of 11 metres for the majority of the Robie Street elevation.
iii. the ground floor of the building is setback a minimum of 1.5 metres from the front property line, inclusive of stairs, ramps, or other access points;	The proposal meets the minimum setback of 1.5 metres from the front property line. The agreement states the ground floor of the building must be a minimum 1.5 metres from the front lot line, inclusive of stairs, ramps, or other access points.
iv. the building is setback a minimum of 6 metres from the rear property	The proposed development agreement requires the building to be setback a

<p>line from ground to a height of 6.2 metres, and above a height of 26 metres, and further no portion of the building may be closer than 4.5 metres to the rear property line;</p>	<p>minimum of 6 metres from the rear property line from the ground to a height of 6.2 metres, and above a height of 26 metres. It also requires no portion of the building be closer than 4.5 metres to the rear property line except for the underground parking area. The underground parking area may be 0 metres from the rear property line provided no portion of it protrudes more than 0.6 metres above the average finished grade along the rear lot line. This aligns with the LUB; Section 92 of the LUB exempts underground parking areas from side and rear setback requirements provided they do not protrude more than 0.6 metres above the average finished grade along any side or rear lot line when located within those required yards.</p>
<p>v. any portion of the building above a height of 26 metres does not exceed depth and width of 23 metres; and</p>	<p>The proposed development agreement requires any portion of the building above a height of 26 metres not exceed a width and depth of 23 metres.</p>
<p>vi. all floors above a height of 26 metres do not exceed a floor area of 523 square metres per floor, and all other floors above the podium do not exceed a floor area of 676 square metres;</p>	<p>The proposed development agreement requires all floors above a height of 26 metres be a maximum 523 square metres per floor. The agreement also requires all floor above the podium not exceed 676 square metres of floor area.</p>
<p>g) the development shall comply with the Pedestrian Wind Impact Assessment Protocol and Performance Standards in Appendix 1 of the Land Use By-law;</p>	<p>A pedestrian wind impact assessment was submitted and reviewed by Development. Development has confirmed the assessment complies with the Land Use By-law.</p>
<p>h) the external design of the building shall provide visual architectural interest;</p>	<p>The proposed development provides visual architectural interest through the use of variations in building materials and massing. There are asymmetrical cut-outs at the corners of the tower. The tower also becomes more slender as it gets taller. Balconies and 'bump outs' are integrated at varying levels which adds visual interest. There is both consistency and inconsistency in the massing of the tower which adds additional visual interest. The consistency with building materials for the entire building provides a sense of cohesion to the design.</p>

	<p>Frequent entries in the podium with detailing such as awnings helps create a more interesting visual experience for pedestrians.</p> <p>The proposed agreement requires the design of the building generally align with the elevation drawings.</p>
<p>i) the size and visual impact of utility features such as garage doors, service entries, and storage areas shall be minimized, and other features such as mechanical equipment or similar shall be concealed;</p>	<p>The proposed agreement requires utility features be designed to blend with the façade and all mechanical equipment be concealed.</p>
<p>j) adequate supply of vehicular parking and bicycle parking shall be provided;</p>	<p>The proposed agreement requires a minimum of 70 vehicular parking spaces. This is a ratio of 0.69 parking spaces per residential unit. This is a sufficient number of parking spaces given the site's urban location. Residents can rely less on private automobiles because they are close to commercial services and community facilities and numerous public transit routes. For comparison, the LUB does not require any vehicular parking spaces be provided for properties zones CEN-2.</p> <p>The development agreement requires bicycle parking be provided as per the requirements of the LUB. A multi-unit dwelling requires 1 space for every two units (80% Class A = 41 spaces; 20% Class B = 10 spaces) and additional spaces for commercial uses depending on the type of commercial use.</p>
<p>k) accessible and usable on-site amenity space shall be provided of a size and type adequate for the occupants of the development;</p>	<p>The proposed agreement requires accessible and usable indoor and outdoor amenity space. A minimum 255 square metres of indoor space and a minimum of 450 square metres of outdoor space, of which at least 350 square metres be a communal rooftop terrace, is required. The amount of indoor amenity space aligns with the minimum required by the LUB, and the amount of outdoor amenity space exceeds the minimum specified in the LUB. Indoor space must be at</p>

	least 30 contiguous square metres and have no linear dimension less than 3.0 metres.
l) the development shall include a landscaping plan;	The proposed agreement includes a preliminary landscaping plan.
m) suitable on-site solid waste facilities shall be provided and internalized within the building;	The proposed agreement requires the building have a designated space for solid waste facilities. All solid waste containers must be inside the building and screened from view.
n) the sewer and water servicing capacity for the development shall be deemed adequate; and	No concerns were identified regarding the capacity of sewer or water. The proposed agreement requires primary and secondary service systems comply with the latest version of the Halifax Water Design and Construction Specifications. Detailed servicing plans must be provided with the building permit application. The Developer will have to confirm capacity of the water and wastewater infrastructure at permitting.
o) that incentive or bonus zoning is provided in accordance with Part XII of the Land Use By-law;	The proposed agreement states a public benefit must be provided in accordance with the Land Use By-law prior to the issuance of a Development Permit.
<p>10.30 Policy 10.29 shall only apply to an application for a development agreement that has proceeded to public hearing within 24 months of the adoption of this Plan.</p> <p>A development agreement adopted pursuant to this Policy shall include:</p> <ul style="list-style-type: none"> a. project commencement dates not exceeding three years; and b. project completion dates not exceeding six years; <p>from the date the agreement is filed at the Land Registry Office.</p>	<p>Regional Council adopted the Plan on September 17, 2019. This means that the application must proceed to a public hearing prior to September 17, 2021.</p> <p>The proposed development agreement requires development commence within three years from the date the agreement is filed at the Land Registry Office and that the development be completed within six years from the date the agreement is filed.</p>