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PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5, Canada

**Peninsula Community Council**  
**April 11, 2011**

**TO:** Chair and Members of Peninsula Community Council

**SUBMITTED BY:** \_\_\_\_\_  
Paul Dunphy, Director, Community Development

**DATE:** March 28, 2011

**SUBJECT:** **Case 15937: Fenwick Tower Redevelopment, MPS / LUB  
Amendments and Development Agreement**

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**SUPPLEMENTARY REPORT**

**ORIGIN**

- Application by Templeton Properties Limited
- February 1, 2011 approval of the amendments to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law by Regional Council.
- Approval of the aforementioned amendments by the Provincial Department of Service Nova Scotia and Municipal Relations.

**RECOMMENDATION**

**It is recommended that Peninsula Community Council:**

1. Approve the proposed development agreement contained in Attachment A of this report for the mixed use redevelopment of the Fenwick Tower site at 5599 Fenwick Street, Halifax; and
2. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND AND DISCUSSION**

On February 1, 2011 Regional Council and Peninsula Community Council held a public hearing jointly to consider amendments to the Halifax Municipal Planning Strategy (MPS) and Halifax Peninsula Land Use By-law (LUB), as well as a proposed development agreement, to permit the redevelopment of the Fenwick Tower site in the South End of Halifax. Following the public hearing, Regional Council gave approval to the amendments. While the proposed development agreement was part of the public hearing process, it could not be approved by Peninsula Community Council until the amendments were approved by the Province.

The amendments to the MPS and LUB have now been reviewed and approved by the Provincial Department of Service Nova Scotia and Municipal Relations and became effective on March 26, 2011. Therefore, it is now appropriate for the Peninsula Community Council to consider the proposed development agreement (Attachment A).

## **BUDGET IMPLICATIONS**

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement could be carried out within the proposed 2011/12 budget with existing resources.

## **FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN**

This report complies with the Municipality's Multi-Year Financial Strategy, the proposed Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

## **COMMUNITY ENGAGEMENT**

The community engagement process has been consistent with the the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on March 24, 2010 (Attachment B) and a public hearing held on February 1, 2011. Notices of these meetings were posted on the HRM website, in the newspaper and mailed to property owners within a notification area.

The proposal will potentially impact property owners and residents in the surrounding area.

**ALTERNATIVES**

1. Community Council may approve the proposed development agreement contained in Attachment A of this report . This is the recommended alternative.
2. Community Council may choose to not approve the proposed agreement and in doing so, refuse the development agreement. Reasons must be provided for a refusal based on a conflict with MPS policy.

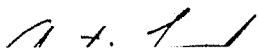
**ATTACHMENTS**

Map 1	Location and Zoning
Map 2	Generalized Future Land Use
Map 3	Height Precincts
Map 4	Area of Notification
Attachment A	Proposed Development Agreement
Attachment B	Public Information Meeting Minutes

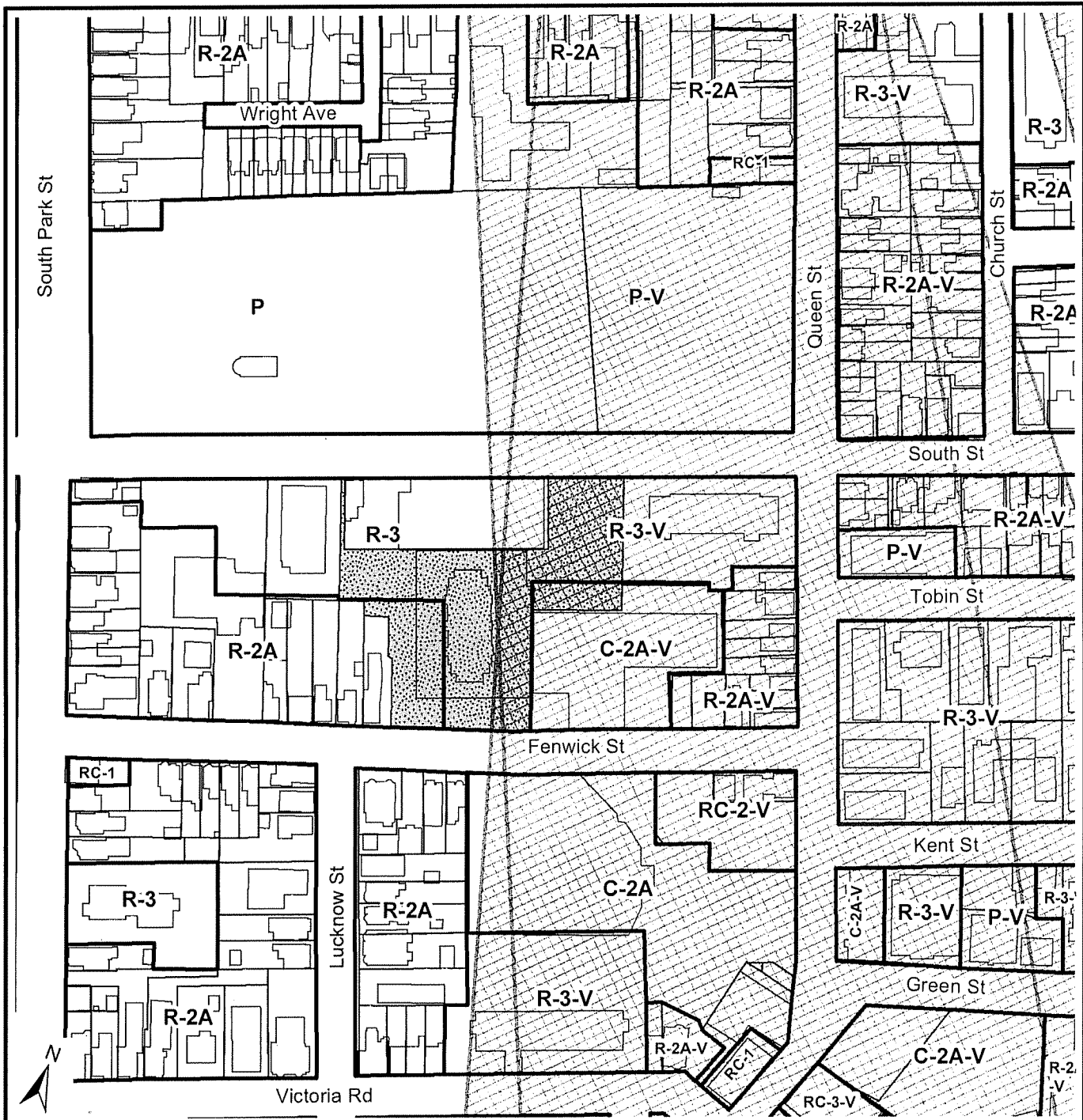
A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/agenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Richard Harvey, Senior Planner, 490-5637

Report Approved by:




\_\_\_\_\_  
Austin French, Manager of Planning Services, 490-6717



**Map 1 - Location and Zoning**

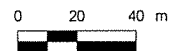
5595 Fenwick Street  
Halifax

 Subject property

Halifax Peninsula  
Land Use By-Law Area

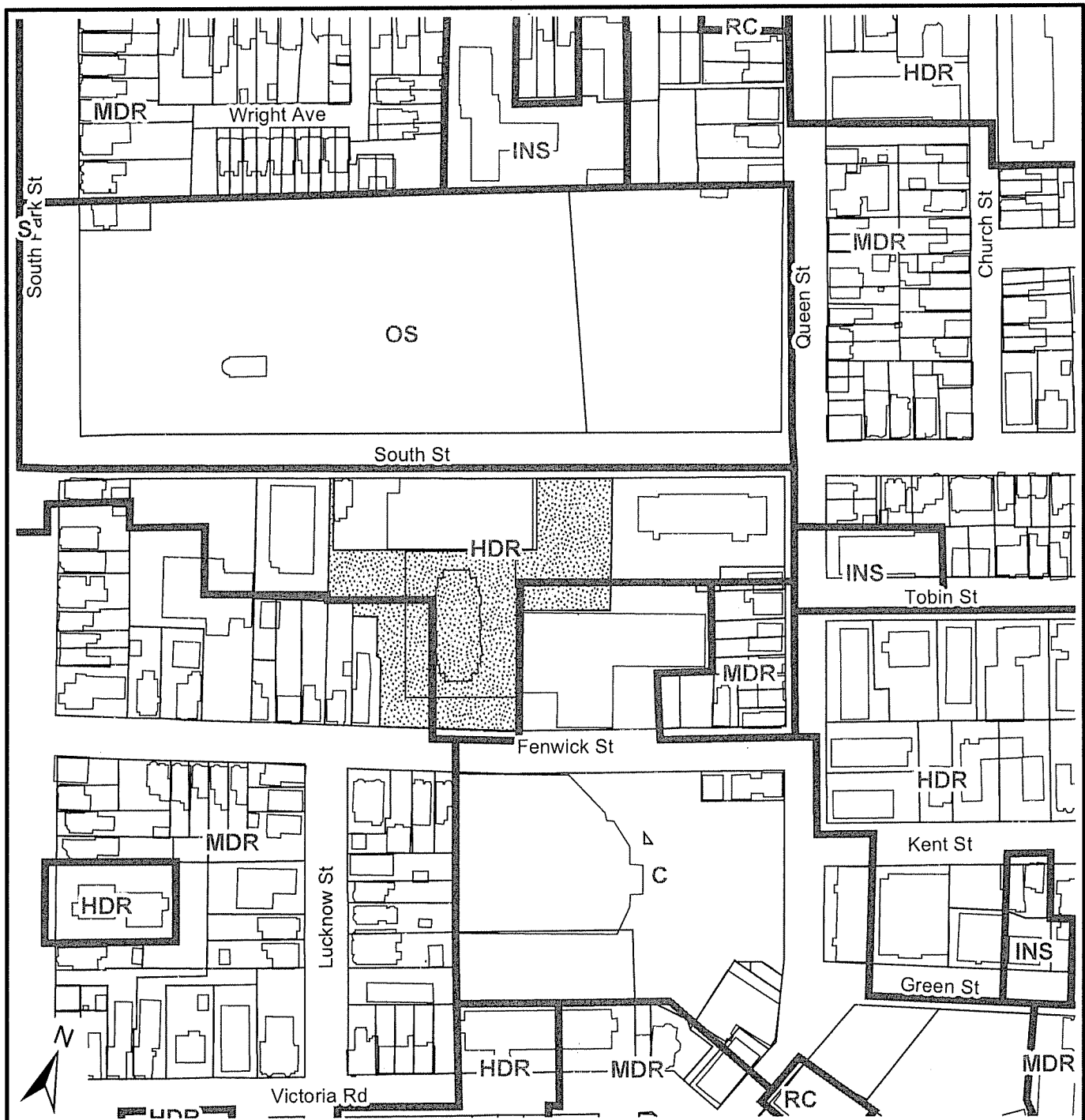
**Zone (-V within view plane)**

- R-2A General Residential Conversion
- R-3 Multiple Dwelling
- RC-1 Neighbourhood Commercial
- RC-2 Residential Minor Commercial
- C-2A Minor Commercial
- P Park and Institutional




This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Peninsula Land Use By-Law Area

HRM does not guarantee the accuracy of any representation on this plan



## Map 2 - Generalized Future Land Use

5595 Fenwick Street  
Halifax

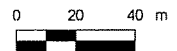
 Subject property

Halifax Plan Area  
South End Detailed Area Plan

### Designation

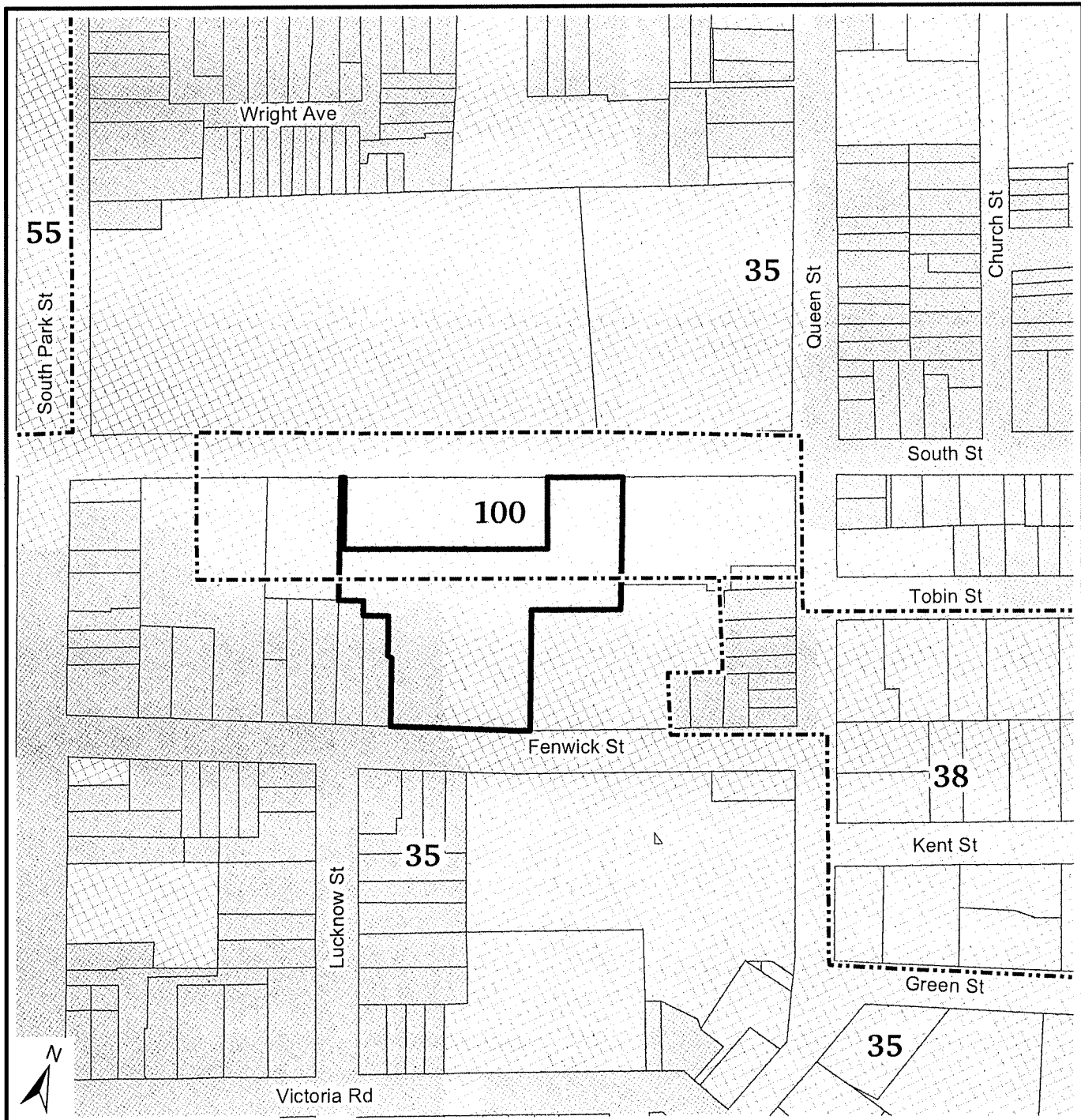
MDR	Medium Density Residential
HDR	High Density Residential
RC	Residential Commercial Mix
C	Commercial
INS	Institutional
OS	Open Space

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COMMUNITY DEVELOPMENT  
PLANNING SERVICES




This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Halifax Plan Area


HRM does not guarantee the accuracy of any representation on this plan



### Map 3 - Height Precincts


5595 Fenwick Street  
Halifax


 Subject property

 Height precinct boundary

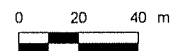
Halifax Peninsula  
Land Use By-Law Area

#### Interpretation of Building Height

 Area where maximum permitted height is measured between the highest point of the roof and the mean grade of the finished ground adjoining the building

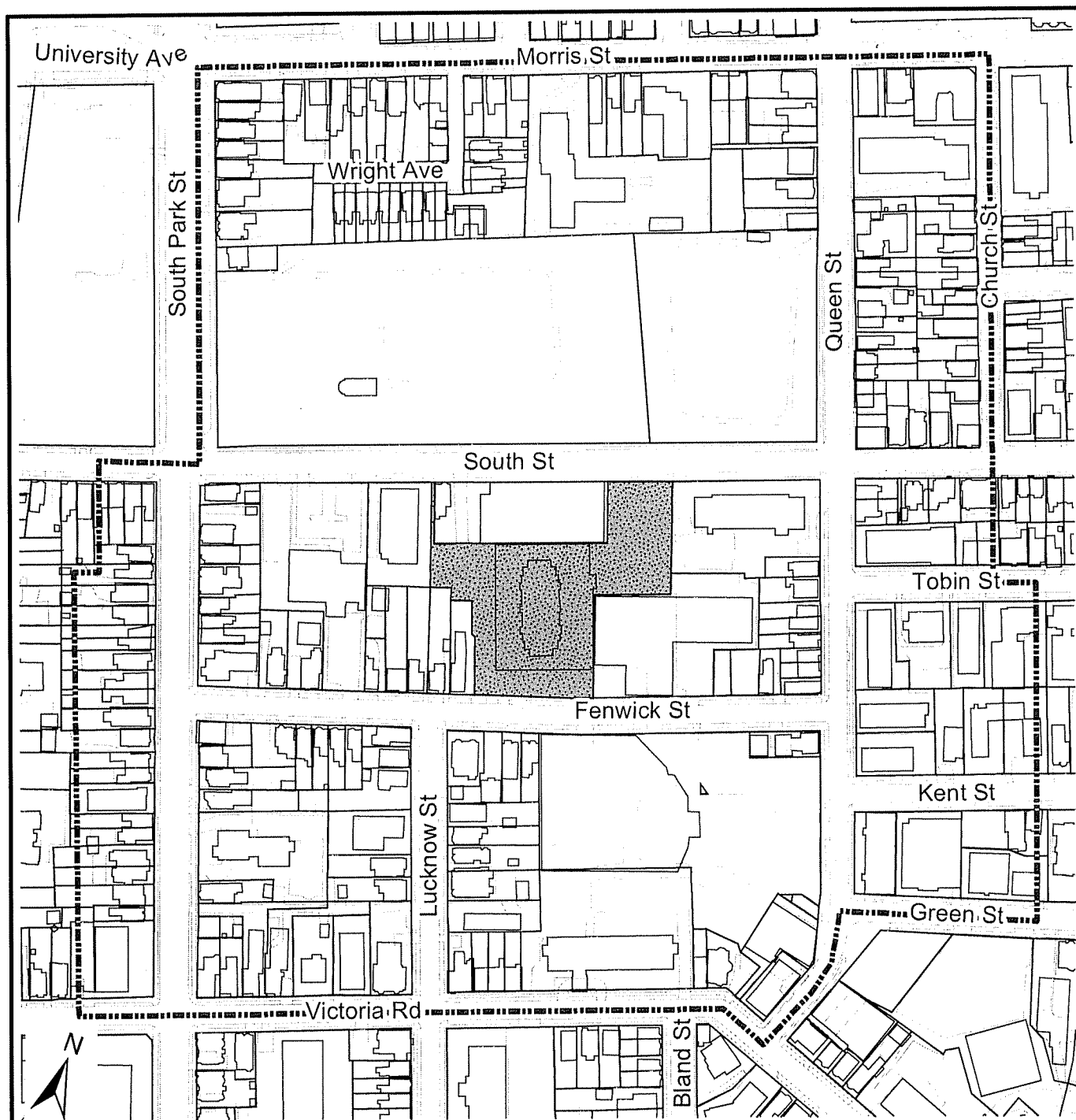
 Area where maximum permitted height is measured between the commencement of the top storey of a building and the mean grade of the finished ground adjoining the building between the building and the fronting street

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
This map is an unofficial reproduction of a portion of the Height Precincts Map for the Halifax Peninsula Land Use By-Law Area

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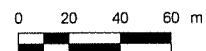
### Map 4 - Area of Notification

5595 Fenwick Street  
Halifax

-  Subject property
-  Area of notification

Halifax Peninsula  
Land Use By-Law Area

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COMMUNITY DEVELOPMENT  
PLANNING SERVICES



HRM does not guarantee the accuracy of any representation on this plan

**Attachment A - Proposed Development Agreement**

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_,

BETWEEN:

**[INSERT REGISTERED OWNER NAME]**

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 5599 Fenwick Street and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a redevelopment that includes new commercial and residential uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and Policies 7.7A and 7.7A.1 of Section 7, *District Policies of the South End Area Plan* of the Halifax Municipal Planning Strategy and *Development Agreement Provisions, South End*, Clause 94(1)(s) of the Halifax Peninsula Land Use By-law (Land Use By-law);

AND WHEREAS the Peninsula Community Council for the Municipality approved this request at a meeting held on \_\_\_\_\_, referenced as Municipal Case Number 15937;

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 Halifax Peninsula Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

### **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.

**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**

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

- (a) "Building" means the building that is the subject of this Agreement, in its entirety, of which there are several building elements.
- (b) "Building element" means West Tower, Fenwick Street Townhouses, South Street Tower, Mews West, Mews East, or Fenwick Tower, as identified on the Schedules.
- (c) "Community meeting areas" means interior floor areas that are used as amenity space for residents of the development or assembly for the general public.
- (d) "Development" means the development that is enabled by this Agreement.
- (e) "Information sign" means a sign that provides information, including a

sign guiding vehicular or pedestrian traffic or a sign identifying the name of a building element, that is generally for safety or directional purposes.

- (f) “Pedestrian Passageway” means the walkway that extends between South Street and Fenwick Street and between the building elements and through the northern end of Fenwick Tower, as shown on the Schedules.
- (g) “Phase” means a construction phase specified in Schedule A-49.
- (h) “Public parking” means parking that is available to the general public.
- (I) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects.
- (j) “Landscaped Open Space” means the areas identified on the Schedules, including the Pedestrian Passageway.
- (k) “Months from the initial permit for construction” means the number of months from the first building permit for the construction of the development, in whole or in part.
- (l) “Personal service use” means a business that is associated with the grooming or health of persons or the maintenance or repair of personal wardrobe articles and accessories, and may include a hair salon, beauty parlor, tailor, self service laundry, or depots for collecting dry cleaning and laundry.

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

#### **3.1 Schedules**

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 15937:

Schedule A, Legal Description of the Lands

Schedule B, Plans

Drawing A-1	Site Plan
A-2	Building Elements
A-3	South Elevation

- A-4 West Elevation
- A-5 North Elevation
- A-6 East Elevation
- A-7 Parkade Level 1 - Fenwick Tower
- A-8 Parkade Level 2 - Fenwick Tower
- A-9 Parkade Level 1 - South St. Tower/West Tower
- A-9 Parkade Level 3 - Fenwick Tower
- A-9 Parkade Level 2 - South St. Tower/West Tower
- A-10 Level 1 - Fenwick Tower
- A-10 Parkade Level 3 - South St Tower/West Tower
- A-11 Level 1 - Fenwick Townhouses
- A-12 Level 2 - Fenwick Tower
- A-12 Level 1 - West Tower/Mews Buildings
- A-12 Level 1A - South Street Tower
- A-12 Level 2 - Fenwick Townhouses
- A-13 Level 3 - Fenwick Tower
- A-13 Level 2 - West Tower/Mews
- A-13 Level 1B - South St. Tower
- A-13 Level 3 - Fenwick Townhouses
- A-14 Level 4 - Fenwick Tower
- A-14 Level 3 - West Tower
- A-14 Level 2 - South St. Tower
- A-14 Level 4 - Fenwick Townhouses
- A-15 Level 5 - Fenwick Tower
- A-15 Level 4 - West Tower
- A-15 Level 3 - South St Tower
- A-16 Level 6 - Fenwick Tower
- A-16 Level 5 - West Tower
- A-16 Level 4 - South St Tower
- A-17 Level 7 - Fenwick Tower
- A-17 Level 6 - West Tower
- A-17 Level 5 - South St Tower
- A-18 Level 8 - Fenwick Tower
- A-18 Level 7 - West Tower
- A-18 Level 6 - South Street Tower
- A-19 Level 9 - Fenwick Tower
- A-19 Level 8 - West Tower
- A-19 Level 7 - South St Tower
- A-20 Level 10 - Fenwick Tower
- A-20 Level 8 - South St Tower
- A-21 Level 11 - Fenwick Tower
- A-21 Level 9 - South Street Tower
- A-22 Level 12 - Fenwick Tower
- A-22 Level 10 - South St Tower

- A-23 Level 13-15 - Fenwick Tower
- A-24 Level 16 - Fenwick Tower
- A-25 Level 17-22 - Fenwick Tower
- A-26 Level 23-29 - Fenwick Tower
- A-27 Level 30 - Fenwick Tower
- A-28 Level 31 - Fenwick Tower
- A-29 Level 32 - Fenwick Tower
- A-30 Level 33 - Fenwick Tower
- A-31 Building Elevations - Heights  
Fenwick Townhouses  
Fenwick Tower
- A-32 Building Elevations - Heights  
West Tower  
West Mews  
Fenwick Tower  
South St Tower
- A-33 Building Elevations - Heights  
West Tower
- A-34 Building Elevations - Heights  
West Mews - West Elevation
- A-35 Building Elevations - Heights  
West Mews - East Elevation
- A-36 Building Elevations - Heights  
South St Tower  
West Tower  
East Mews
- A-37 Building Elevations - Heights  
South Street Tower
- A-38 Building Elevations - Heights  
West Mews  
Fenwick Tower Base
- A-39 Building Elevations - Heights  
South St Tower (West Elevation)
- A-40 Detailed Pedestrian Level Elevations - Materials  
West Mews (East Elevation)
- A-41 Detailed Pedestrian Level Elevations - Materials  
West Elevations - Fenwick Tower & Fenwick  
Townhouses
- A-42 Detailed Pedestrian Level Elevations - Materials  
South Tower - West Elevation
- A-43 Detailed Pedestrian Level Elevations - Materials  
East Mews - East Elevation
- A-44 Detailed Pedestrian Level Elevations - Materials  
South Tower - North Elevation
- A-45 Detailed Pedestrian Level Elevations - Materials

	Fenwick Street Townhouses
A-46	Project Lighting Description
A-47.1	Landscape Plan Pedestrian Mews
A-47.2	Landscape Plan Roof Top Terraces
A-48.1	Landscape Plan Planting Key
A-48.2	Landscape Plan Planting Key (cont'd)
A-49	Phasing Plan

Schedule C, Wind Testing Methodology and Criteria

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

- 3.2.1 Prior to the issuance of the first Construction Permit, the Developer shall submit a wind tunnel test report, pursuant to Section 3.13.
- 3.2.2 Prior to the issuance of a Construction Permit for each phase, the Developer shall provide the following to the Development Officer:
- (a) where a phase is impacted by the View Plane or Rampart requirements of the Land Use By-law, confirmation from a Nova Scotia Land Surveyor that the planned construction, or part thereof, meets said requirements; and
  - (b) landscape plans, pursuant to Section 3.11.
- 3.2.3 Prior to the issuance of a municipal Occupancy Permit for a building element in each construction phase, the Developer shall provide the following to the Development Officer:
- (a) where a construction phase is impacted by the View Plane or Rampart requirements of the Land Use By-law, confirmation from a Nova Scotia Land Surveyor that the completed construction meets said requirements; and
  - (b) confirmation of the completion of landscape open spaces, pursuant to Section 3.11.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

**3.4 Land Use**

3.4.1 The following land uses shall be permitted:

- (a) commercial uses, as follows:
  - (i) banks;
  - (ii) commercial recreation uses;
  - (iii) daycares;
  - (iv) offices;
  - (v) personal service uses;
  - (vi) restaurants;
  - (vii) schools; and
  - (viii) stores for retail trade;
- (b) community meeting areas;
- (c) public parking;
- (d) residential uses; and
- (e) accessory uses to the foregoing.

3.4.2 For greater certainty, in no case shall adult entertainment uses be permitted.

**3.5 Land Use Requirements**

3.5.1 Unless otherwise provided for in the text of this Agreement, the location of land uses shall be as shown on the Schedules.

3.5.2 Floor areas identified on the Schedules as commercial floor areas shall be used for commercial uses, except that the second level of the Mews Building Elements may be used for residential uses provided that they are comprised of a minimum of two bedrooms per dwelling unit. Such residential development shall be counted as part of the total number of dwelling units pursuant to clause 3.5.5.

3.5.3 Changes in the interior arrangement of commercial floor areas shall be permitted provided that there continues to be direct access to the Pedestrian Passageway and Fenwick Street, as shown on the Schedules.

3.5.4 Floor areas identified on the Schedules as residential floor areas shall be used for residential uses, except as otherwise specified.

3.5.5 The maximum number and distribution of residential dwelling units shall be as follows:

Dwelling Units	Building Element				
	Fenwick	West Tower	South	Townhouses	Total

	<b>Tower</b>		<b>Street Tower</b>		
Maximum number of dwelling units in each building element	379	38	87	6	510

3.5.6 Pursuant to 3.5.5 and the Schedules, changes to the interior layout of residential floor areas and the number of dwelling units within each building element may be altered provided that:

- (a) there is a maximum of 510 dwelling units for the entire development; and
- (b) a minimum of 50% of the dwelling units in each of the building elements contain 2 or more bedrooms.

3.5.7 Further to 3.5.4:

- (a) in the West Tower, residential floor areas may be used for office uses and in such instances, there shall be a corresponding decrease in the maximum number of permitted dwelling units; and
- (b) the Penthouse shown on Schedule A-30 may be used for commercial uses.

**3.6 Phasing**

3.6.1 Construction shall proceed in phases, pursuant to Schedule B, Drawing A-49, *Project Phasing Plan Schedule*, and all construction within each construction phase shall be complete by the dates below:

Phase	Months from the Initial Permit for Construction
1	36
2	48
3	60
4	72

3.6.2 Construction of individual phases may occur simultaneously, but an Occupancy Permit shall not be issued upon any development within a phase until the construction of all preceding phases is complete.

3.6.3 Clause 3.6.2 shall not apply to residential occupancies within Fenwick Tower, which may be occupied during construction of the development.



### **3.7 Architectural Requirements**

- 3.7.1 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.
- 3.7.2 Mechanical systems (HVAC, exhaust fans, etc.), telecommunication equipment, propane tanks, or other utilitarian features, but excluding mechanical systems associated with individual dwelling units, shall be visually screened from:
- (a) Fenwick Street;
  - (b) South Street,
  - (c) abutting residential properties; and
  - (d) any landscaped open space, including the Pedestrian Passageway.
- 3.7.3 In addition to 3.7.2, all roof mounted mechanical systems and telecommunication equipment shall be visually integrated into the roof design of each of the Building Elements.
- 3.7.4 Noise reduction measures shall be implemented for any of the mechanical utilitarian features referred to in this Section.

### **3.8 Subdivision of the Lands**

- 3.8.1 No subdivision of the lands shall be permitted.

### **3.9 Parking, Circulation, and Access**

- 3.9.1 There shall be a minimum of 420 vehicular parking spaces for the whole of the development.
- 3.9.2 Bicycle parking shall be provided for in conformance with the requirements of the Land Use By-law.
- 3.9.3 Parking associated with each building element shall be complete prior to the issuance of an Occupancy Permit for said building element.
- 3.9.4 Parking shall be subject to the following:
- (a) The minimum size of a parking stall shall be 8 feet in width and 16 feet in length; and
  - (b) The minimum width of driveways, except between pillars, shall be 20 feet.

- 3.9.5 The interior arrangement of the parking spaces and driveways shown on the Schedules may be modified provided that the requirements of this Section are met and that there are no changes to the location and function of parking garage entrances/exits.
- 3.9.6 Upon completion of the landscaping for Phase 3, the Developer agrees to allow the general public to access the pedestrian passageway, as identified on the Schedules, and to use it as a means of travel between South Street and Fenwick Street.
- 3.9.7 Further to 3.9.6, there shall be no gates, doors, or other similar barriers that impede public access and travel within the public circulation areas.

**3.10 Lighting**

- 3.10.1 This Agreement shall not oblige the Developer to illuminate the exterior of the building, but where illumination occurs, it shall comply with the Schedules.
- 3.10.2 The lighting pursuant to 3.10.1 shall be directed away from surrounding properties, including municipal right-of-ways, except to the extent as shown on the Schedules.
- 3.10.3 Lighting shall not include illumination that flashes, moves, or varies in intensity.

**3.11 Landscaped Open Space and Landscaping**

- 3.11.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.11.2 For each construction phase, prior to the issuance of a Construction Permit, the Developer shall submit a Landscape Plan, prepared by a Landscape Architect, which complies with the provisions of this section and Schedules.
- 3.11.3 Prior to issuance of an Occupancy Permit for a building element in each construction phase, the Developer shall submit a letter prepared by a Landscape Architect, certifying that landscaped open space and landscaping for said construction phase, has been completed according to the terms of this Development Agreement.
- 3.11.4 Notwithstanding 3.11.3, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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 Landscape Architect. 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.

### **3.12 Crime Prevention through Environmental Design**

- 3.12.1 Prior to the submission of a development permit application for the construction of each construction phase, the Developer agrees to request that HRM undertake a review of the plans for said construction phase from a Crime Prevention Through Environmental Design perspective.
- 3.12.2 Further to 3.12.1, recommendations from HRM that result in changes to the design of the development may be permitted provided that such changes, in the opinion of the Developer Officer, do not materially alter the appearance of the Development as shown on the Schedules.

### **3.13 Wind**

- 3.13.1 The developer agrees to undertake wind tunnel testing pursuant to the methodology identified in the Initial Wind Testing Assessment (Schedule C) for the entirety of the development, and submit a report to the Development Officer.
- 3.13.2 As a condition of the issuance of a development permit for first Construction Permit for the development, the report pursuant to 3.13.1 shall confirm that the expected levels of comfort identified in the Initial Wind Testing Assessment (Schedule C) shall be achieved for the entirety of the development; otherwise issuance of a development permit shall be refused.
- 3.13.3 Where required by the report pursuant to 3.13.1, wind mitigation measures, including the modification of the building, the installation of canopies, screens, and landscaping that, in the opinion of the Developer Officer, do not materially alter the appearance of the Development as shown on the Schedules, shall be permitted.

**3.14 Signs**

- 3.14.1 Signs, excepting information signs, shall be related to a commercial business located upon the lands.
- 3.14.2 Each business shall be permitted to install the following signs upon every exterior wall of their premise that faces the Pedestrian Passageway or Fenwick Street:
- (a) one facial sign, having a maximum height of 2 feet, located immediately above storefront windows and entrances;
  - (b) one projecting sign, subject to said sign being:
    - (i) a maximum of 6 square feet in size; and
    - (ii) a minimum height of 8 feet from the bottom of the sign to ground below; and
  - (c) signs upon or immediately behind storefront windows, provided they occupy a maximum of 30 percent of that window's area.
- 3.14.3 Signs shall not include any animation or illumination that flashes, moves, or varies in intensity.
- 3.14.4 Information signs are permitted on all parts of the building.

**3.15 Temporary Construction Buildings**

- 3.15.1 Temporary construction buildings 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.

**3.16 Hours of Operation**

- 3.16.1 Restaurants shall be permitted to operate between the hours of 6:00 a.m. and 1:00 a.m.
- 3.16.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur between the hours of 7:00 a.m. and 10:00 p.m.
- 3.16.3 Hours of operation not defined in this Section shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

**3.17 Maintenance**

- 3.17.1 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.

**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 Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

**4.2 Off-Site Disturbance**

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

**4.3 Underground Services**

- 4.3.1 All secondary and primary electrical, telephone, cable service, and other similar wires to the building shall be underground installation.

**4.4 Solid Waste**

- 4.4.1 The building shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

## PART 5: ENVIRONMENTAL PROTECTION MEASURES

### 5.1 Storm Water

- 5.1.1 All storm water systems shall be maintained in good order in order to maintain full storage capacity.

## 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 requirements of Section 3.7, *Architectural Requirements* with respect to the materials shown on the following Schedules:
    - (i) A-40;
    - (ii) A-41;
    - (iii) A-42, but limited to the ground floor facing the pedestrian passageway; and
    - (iv) A-43;
  - (b) changes to the distribution of dwelling units between building elements, pursuant to clause 3.5.5;
  - (c) changes to the requirements of Section 3.8, *Subdivision of the Lands*;
  - (d) changes to the requirements of Section 3.11, *Landscaped Open Space and Landscaping*;
  - (e) changes to the requirements of Section 3.14, *Signs*, where said requirements are for signs that face the Pedestrian Passage; and
  - (f) the granting of an extension to the date of commencement of construction as identified in Section 7.3, *Commencement of Construction*.

### 6.2 Substantive Amendments

- 6.1.2 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 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean the issuance of the first Construction Permit for the development.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least 60 calendar days prior to the expiry of the commencement of development time period.

**7.4. Completion of Development**

7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or

- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, as may be amended from time to time.

## **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after 9 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; 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 24 hours of receiving such a request.

### **8.2 Failure to Comply**

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

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

**(Insert Registered Owner Name)**

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

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

=====

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

**HALIFAX REGIONAL MUNICIPALITY**

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

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

**Attachment B - Public Information Meeting Minutes  
Case 15937  
March 24, 2010**

In attendance: Councillor Uteck  
Councillor Sloane  
Paul Sampson, Planner  
Kelly Denty, Supervisor, Planning Applications  
Shanan Pictou, Urban Design Technician  
Gail Harnish, Planning Services  
Andrew Metlege, Templeton Properties  
Joe Metlege, Templeton Properties  
Michael VanHausen, Consultant  
Michael Napier, Architect

**Opening remarks, introductions, purpose of meeting**

**Councillor Uteck** called the public information meeting (PIM) to order at approximately 7:00 p.m. in Halifax Hall.

**Mr. Paul Sampson** advised the applicant is Templeton Properties. The application being discussed at tonight's meeting is for a site specific amendment to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law to allow for a mixed use redevelopment of the Fenwick Tower site at 5599 Fenwick Street by development agreement.

**Overview of planning process**

Mr. Sampson indicated the proposal is to retrofit and add onto the existing building known as Fenwick Tower/Fenwick Place. The proposal also includes additional development on the site.

Mr. Sampson noted:

- the site has frontage on South Street and Fenwick Street
- the site is 1.8 acres in size
- the site is designated as Medium/High Density Residential and Commercial
- the site has three zones - R-3 (Multiple Dwelling), R-2A (General Residential Conversion), and C-2A (Minor Commercial)
- the site has two viewplanes - #9 and #10
- the height precincts are 35' and 100'

Mr. Sampson provided an overview of the planning process:

- Regional Council initiated the process to consider the application
- we are now holding the PIM which is an opportunity for an information exchange

- staff will do a detailed review of the application
- staff will negotiate a draft development agreement
- staff will prepare a staff report which is tabled with Peninsula Community Council
- Community Council will forward its recommendation to Regional Council
- Regional Council will decide whether or not to schedule a joint public hearing with Peninsula Community Council (the MPS amendment would have to be approved by Regional Council and the development agreement would have to be approved by Peninsula Community)
- if the amendments are approved by Regional Council, they are forwarded to the Province for review
- once the amendments are in effect, Community Council can consider approval of the development agreement.

### **Presentation of proposal by applicant**

**Mr. Joe Metlege** indicated they created a clip that recaps the steps they have gone through for this process.

- Templeton Properties acquired the existing Fenwick Tower in June of 2009.
- Changes began immediately in terms of updates to the apartments, changes in tenancy procedures, and some long needed maintenance to the exterior.
- Templeton's goal was to redevelop the 80,000 sq.ft. site in order to improve the deteriorated Fenwick Tower and its site internally as well as within the community.
- Templeton Properties engaged design consultants: a local architect, Michael Napier, and Michael VanHausen, urban planner and facilitator, and Alan Endoff, both of Vancouver.
- Early discussions focused on the importance of involving the community in the early stages of design. Neighbours were seen as a rich resource waiting to be tapped and it was imperative that their input be gathered prior to starting the design process in order to enrich the project. The process was to involve stakeholders prior to the development agreement process with a goal to creating a proposal for the community by the community.
- Templeton Properties identified and contacted thirteen local organizations and invited them to participate in a series of workshops, open houses, councillor and neighbourhood focus groups. This process began on October 6<sup>th</sup> when representatives of these associations joined the design team in a workshop session led by Michael VanHausen.
- The first step was to tour the site in order to familiarize the team with the extent of the site as well as the existing condition of the site and existing building.
- The focus group was asked to consider the current tower and its site and how both could better fit within the community, what opportunities and challenges existed on the site, and what problems would be important to consider during the process of design and development.

- Some of the ideas that were heard were: improvements to the aesthetics of both the site and Fenwick Tower; modifications to the Fenwick Street streetfront; improved energy efficiency, and a development that was good for the neighbourhood as well as the developer.
- Following the initial workshop, the owner and the design team met with the four local councillors to discuss the project. They were given a tour of the site and presented with the findings of the workshop. During the presentation, the councillors were invited to present further input and ideas.
- On October 8<sup>th</sup>, the focus group was invited back for a second session. Their first task was to prioritize the list of opportunities and principles they had created. This allowed the designers to focus on what the community thought and their priorities. The top goals for redevelopment were identified as: to respect neighbourhood character; to incorporate safe, useful, open space; to incorporate long term benefits for the community; to make Fenwick a destination for the neighbourhood, and to support local business.
- The top opportunities for redevelopment were identified as: to improve the South streetscape; improve the Fenwick streetscape; to increase density; to interconnect South Street and Fenwick Street; and to enhance the entry to Fenwick Tower.
- Participants were asked to partake in a building block model making exercise where they were provided with a model of the existing site and a set of blocks of various dimensions. Multiple configurations were created, many with overarching themes.
- Although the focus group was specially chosen to represent neighbourhood associations, businesses, and design based groups, there was still a need to open up the process to neighbours and interested individuals to be a part of the process. To achieve this, Templeton Properties hosted two open house events with 200 invited guests. Individuals were greeted by the property owner and the design team and guided through the work that had been done by the focus group. Guests were shown work in progress sketches that demonstrated how the information gathered had been interpreted and were encouraged to add their ideas.
- After many weeks of collaboration and design iterations and review between the client and the developer, a proposal was put forth to the same focus group, neighbours and the councillors once again showing how their ideas had been translated into an urban planning and architectural response.
- Addressing the Fenwick streetscape was identified in the community as a priority in the redevelopment of the site. It was clearly indicated they wanted to see friendlier low scale buildings that would continue the residential fabric of Fenwick Street. The community was interested in seeing both small scale commercial and residential homes along the street. To respond to this request, they designed a series of small townhouses that respected size, scale and setbacks of the existing residential homes. This series of townhouses has the possibility of being used in a live work situation and will complement the residential feel of Fenwick Street.
- The community's voice and desire to see the Fenwick site to be open and welcome to the community and allow people to cross the site from South Street to Fenwick Street. The design team responded by creating a pedestrian passage from Fenwick Street to South Street lined with boutique shops and services. The passage will act as a connector to all

buildings on the site with shop entrances and building lobbies opening off of it. An inviting entrance from both Fenwick and South Street will be created with wide accessible paths, signage, landscaping, art and lighting to encourage activities and vibrancies.

- We heard from the stakeholders that they would like to see on the South Street site, which is currently a parking lot, a residential building that would be consistent with the street, scale, height and setbacks of the existing buildings, and would respect HRM's current viewplane restrictions.
- While respecting neighbouring buildings was important, the community also expressed an interest in a more adventurous design. It was also important that the building be friendly to pedestrians along South Street and back through the site along the pedestrian access. They created a design that respected all of those requests.
- The existing home on the west side of the site was seen as an opportunity site by the focus group. The suggestions were to fill this area, to be cognizant of the close relationship this building would have with the existing James Place, and that both commercial and residential uses were of interest. During the process of design, this site was found to provide an opportunity to create a gradual step down in height from Fenwick Tower as well as from James Place, towards the small scale residential buildings along Fenwick Street. The entrance to this building will be accessed off the pedestrian passage, an important move that will bring people into the site, increasing activity and vibrancy along the passage.
- While the design team found much inspiration and much consultation from the stakeholder and focus groups, Templeton Properties, as the owner of the Fenwick site, had a number of initiatives that were important to be carried through the redevelopment of the site. Both Templeton and the community felt that incorporating public and accessible green space throughout the site was an important initiative. The pedestrian passage creates many opportunities for a variety of plants, flowers, shrubs and trees, and this landscaping will add a softer and more inviting feel to the current site.
- Spearheaded by Templeton Properties, and enthusiastically supported by HRM, public art installations throughout the site is an important initiative that will add to the interest of the site, encouraged use by the pedestrians, and provide the opportunity for the public to make their mark on the site.
- Templeton Properties has strongly voiced their intention to make 10% of any additional residential development on the site to be affordable housing. This intention will help foster the diversity of residents on the site which was indicated as an important opportunity by the neighbours.
- Stakeholders were also concerned that increased density on the site would mean an increase in traffic that would negatively impact an already taxed parking situation. To address this concern, Templeton Properties will provide fifty reserve parking spaces for local residents as well as provide a second vehicular access to the underground parking. Currently there is one entrance off Fenwick Street; a second one will be located off South Street, which will help to alleviate vehicle traffic on Fenwick Street.

- Templeton Properties is also undertaking a traffic study to further understand the impact of the proposed development.
- For forty years, the community on Fenwick Street, and the surrounding area, has had to deal with an unfriendly and often described as an unsightly Fenwick Tower which has had an institutional look, function, and feel. Part of the redevelopment is to re clad the entire building to create a softer, more modern residential feel, while improving the energy efficiency by as much as 50%.
- On the south side, the designer's intention is to provide a height transition from the existing building down to the proposed townhouses, as well as create a softer image for neighbours, instead of the existing thirty-three storey concrete wall. The 36' addition to the south side of the tower accomplishes this, as well as many other advantages including; provides the space to provide a Code compliant exit stairs for the residents; maximizes views to the harbour and sun exposure for the residents; allows for the south facade to have a greater architectural feel and interest for the neighbours; provides the opportunity to have a rooftop viewing deck, making views of the harbour accessible to the public; and provides the opportunity to redesign the top of Fenwick Tower to have an illuminated roof like feature.
- To date, Templeton Properties and the design team feel that this process of community involvement has successfully contributed to a redevelopment design for this site, which reflects the concerns and wishes of the neighbourhood, as well as realizing Templeton Properties' vision for the site. Here at Templeton Properties, we look forward to carrying through this philosophy and the redevelopment of the Fenwick site unfold.

Mr. Metlege stated the clip sums up what has been brought forward to-date, and includes a lot of ideas from Templeton Properties, and a lot of the people in this room and the neighbours influenced the design of this site. What makes this site different is they really brought the community and the neighbours into the design before they went to Council. The fingerprints of the community are all over this project. They are very proud of this design and this project, and wished to thank everybody involved.

### **Questions and comments**

**Mr. Caylum Evong** said he was involved with the development of this and the public consultation this has gone through. He thought it was commendable that a developer would go through the process of dealing with the public and getting their insight and feedback before they went through with the final renderings. He strongly supported the redevelopment of Fenwick Tower. In its current state, it is not a very pretty site. It is hoped in the next few years this will go through seamlessly and they will have a nice building that will give them a wow factor in Halifax. At the moment, they do not have a lot of things that give them that wow factor but if this building is redeveloped it will be the building with the wow factor.

**Mr. Peter Zimmer** commented he was looking at this and felt it was pretty neat, looking at it for the pedestrian ways. He has been on two wheels in Halifax since 1969. He was a biker and hoped they would put in bikers parking to a higher standard than they do the cars, so that it is

inviting for people visiting by bike to the shops and the residents. He was thinking of the long haul. They are looking at a city with \$2 and \$3 litre gas which will change a lot of things. You are in the right place; right scale to do a lot about that. Generally this is the first he has paid attention to it in great detail and it looks pretty good.

**Ms. Beverly Miller** indicated staff referenced the 36' wide addition to the south end of the building which would allow for a stairwell? Mr. Sampson confirmed that to be the case.

Ms. Miller noted it says the existing building has 274 units and when they are finished it will have 402 units. She asked for an explanation.

Mr. Sampson advised the addition will allow for additional units, and the unit sizes in the existing building are proposed to change as well. That is the resulting increase she was looking at.

Ms. Miller commented this is more than a stairway on the outside. She asked how far that will be from the sidewalk.

Mr. Sampson confirmed the addition would house additional units on each floor.

**Mr. Michael Napier** advised approximately three more units per floor on the lower floors and two additional units on the upper floors. They are talking approximately just under 90 additional units in that area.

Ms. Miller asked about the setback from the street on the south side on Fenwick Street.

Mr. Napier responded he did not have the exact number, but advised it is approximately 30' back for the townhouses.

Ms. Miller asked what the setback would be for the townhouses from the sidewalk.

Mr. Napier responded they would match what is along Fenwick Street now which is about 5'.

Ms. Miller indicated she counted it as 536 units, and asked if the density was based on 1.5 or 2.5 persons per acre (ppa).

Mr. Napier responded 2.25 ppa.

Ms. Miller noted based on 2.5 ppa, it comes out to 1340 people on that site.

Mr. Sampson advised the proposed number of persons is 1257, and the total number of units is 536 including all the buildings.

Ms. Miller asked how big the site was. Mr. Sampson responded 1.8 acres.

Ms. Miller asked what the density normally is for R-3 development. Mr. Sampson responded 250 ppa.

Ms. Miller commented this is 2.5 times more than the normal density.

Mr. Sampson responded it is a little over two times the usual. That would be based on the land use by-law calculation and what is termed to be habitable rooms in the building.

Ms. Miller indicated she understood there to be only 423 parking spaces for the commercial space and the 536 residential units, and questioned what good planning required in that neighbourhood for an apartment building. Is there enough parking spaces for almost 1300 people plus the commercial space?

Mr. Sampson noted the initiation report talks about some of the numbers such as the amount of commercial space and the total number of units. There is no staff opinion on this because it is so early in the process. Ultimately Council will have to decide what is appropriate for this site. We are looking for your comment.

Ms. Miller stated relative to the size of the site, based on what is normally considered good planning, there is 2.5 times as many people and not very much parking space.

Ms. Miller referenced Fenwick Street in terms of additional traffic. You will have a hard time driving through there as it is blocked all the time. She could not see how it could accommodate more commercial plus 1300 people with Fenwick Street as it is. You might have to do something about Fenwick Street. Some of it will spill off onto South Street. That street is only two lanes as well and it has the bus stops.

Mr. Sampson advised staff will review the traffic study.

Mr. Napier indicated they already did the traffic study and volunteered to provide her with a copy if she wished to look at it. Generally, they do not feel there would be any additional traffic on Fenwick Street. It will be funneling out onto South Street which is lightly used according to the stats from HRM - approximately 700 trips per hour which does not even make into a collector street.

Ms. Miller asked if all the traffic from this site would spill out onto South Street.

Mr. Napier responded it would all be interconnected. It will be easier to get onto South Street and go where you want to.



Ms. Miller commented it was being indicated there will be traffic spilling onto both streets but the people there will probably use South Street.

Mr. Napier indicated he believed her assumptions about parking are wrong. There is 10% car usage by the tenants of Fenwick Place in that building now. They have more people from Fenwick parking there as rental than residents using it. They have a huge surplus of parking and did not see a huge shift. With most of the buildings they are doing in this area now, it is 30-45% occupied by the actual tenants. They probably have too much parking.

Ms. Sampson advised the traffic study is being reviewed by HRM traffic engineers, and that the study is available on the HRM Planning web site.

**Mr. Michael VanHusen** commented they have a dream situation in that building in terms of parking. He was from the west coast and they are parking challenged and trying to convert people to bikes and car-sharing. With 10% utilization, it opens the gate for fifty car parking spots which are needed in the community for the community. As it is a student oriented building, they are oriented to biking and walking. It is going in the right direction they are hoping cities move towards, and we do not expand our parking footprints. In this situation where it is grossly under-utilized, sharing with the community and promoting pedestrian orientation, we can get at the nub of traffic by not putting cars into the buildings, so you go to the source to provide the solution.

Ms. Miller noted it was commented by Mr. Metlege that they were moving away from students and were going towards young professionals.

Mr. Metlege responded they are not working away from students. A component of the building will be students regardless. He did not like to use the word "students" because there are different levels of students. The finish of the units and the quality of the site will attract a more responsible tenant regardless of whether they are professionals, students, singles, families, or seniors. Their conduct in the building will be a lot more professional and mature.

Ms. Miller commented they are counting on them not having cars.

Mr. Metlege responded they are counting on over thirty years of being in the South End with over 300 units that rent to the same demographics as Fenwick, and their historical data indicates that no more than 10% of their residents own a car.

Ms. Miller noted MPS amendments go to Regional Council who will hold a public hearing but there will not be another public hearing for the development agreement. Mr. Sampson confirmed this.

Ms. Miller requested that consideration be given to holding two public hearings; one for the MPS amendments, and then a second one for the development agreement. When they did the Alexander project, people found the five minutes was not enough time to say the things that

needed to be said for the MPS amendment and for the development agreement.

Mr. Sampson responded the Halifax MPS has been amended many times, and there have been a number of site specific amendments to it over the past fifteen to twenty years, such as the one being proposed this evening. Typically, in the last fifteen years, they have gone through the same type of procedure where the public hearing is held jointly by both Councils. Council has been seeking comments on the MPS amendments and the proposed development agreement at the same time, for the sake of convenience for the public and a time-saver.

Councillor Uteck questioned what the purpose of holding two public hearings would be.

Ms. Miller responded this is a plan amendment for a small block of land in the middle of another planning district. The plan amendment is one set of considerations whereas the development agreement is another. She suggested perhaps there needs to be a formal process set-up with the Peninsula Community Council members to discuss the development agreement before they approve it. At Regional Council when they have the public hearing, you really talk about the plan amendment. It would be good to set up some kind of formal process where you put out a notice and ask for comments on the development agreement before you make your decision.

**Ms. Rachel Darrah** indicated her background was in community design and was a resident across the street from Fenwick Tower. It is a monstrosity and is a wind tunnel. She saw a lot of wow on Barrington Street in the historical section of the city. As a resident, she would like to have more vibrancy in the community. They are trying to turn something that is a monstrosity into something that is wonderful. This parking issue has not been visionary in they have had to provide so much parking in the downtown for so long. She referred to the Queen Street lot which used to be the Infirmary which has unlimited free parking which is not helping the city at all. Let's cut the parking. There is only one bike outside tonight which is a shame. She supported the process of community engagement, and thought they have done a good job. They talked to her colleague about wanting to support local businesses in the commercial space. As citizens, they need to keep their eyes on this development and talk to them. Perhaps through the citizens staying engaged, they can help to create a fantastic development. She was in support of what she has seen so far.

**Mr. Gaston Chagnon** asked how far it was from the building to the line on the west building side.

Mr. Napier responded it depends on which part of the building as it varies. It is 15-20', although in some cases it may be down to 10', but it steps back again up higher.

Mr. Chagnon indicated he thought it was supposed to be 20' at all times.

Mr. Napier responded 20' was the standard R-3 setback requirement except when you get into angle controls where you can reduce it down to 10' minimum. In response to other questions, he

noted the building, at that point, would not meet the 60 degree angle control. That part of the complex would be about one storey less than James Place. Because of the depression on the site, they would start one floor below the podium on James Place.

### **Closing comments**

Mr. Sampson advised that members of the public could send him an email if they wanted to have their comments included for the record. We will include the minutes with the report and any written submissions will be attached to the staff report.

Mr. Metlege thanked everybody for their input. As far as the commercial, they always said they wanted to use the Hydrostone as the model. They heard very strongly from the community that they want local amenities and shops. He encouraged everybody to stay engaged and active in this process.

### **Adjournment**

The meeting adjourned at approximately 8:00 p.m.