



## MEMORANDUM

TO: Chair and Members of Districts 7 and 8 Planning Advisory Committee

FROM: Timothy Beed, HRM Planning & Development

DATE: May 2<sup>nd</sup>, 2016

SUBJECT: **Case 19987: Application by Dino Capital Ltd. and Urban Capital for a Development Agreement allowing a multi-unit residential development of 8 to 10 storeys. The proposed building includes 164 residential units and 140 underground parking stalls. The development is located at 1034, 1042, 1050 and 1056 Wellington Street, Halifax.**

### **Background**

Site specific LUB and MPS policy (7.7B.1 and 7.7B.2 of Halifax MPS) was approved in 2015 which permits development of the entire site (1034 to 1056 Wellington St) through development agreement.

A previous iteration of this proposal was at District 7 & 8 PAC in January, 2016. In March 2016, Urban Capital Ltd., of Toronto became involved in the project. Based on Staff, PAC and public comments the applicant has submitted a revised set of renderings for consideration.

Feedback is sought from Districts 7 & 8 PAC relative to the revised application; specifically changes in setbacks, roof space uses, cladding, and unit composition.

### **Public Information Meeting**

A public information meeting was hosted on September 16, 2015. Generally, public expressed concerns regarding building height, form and density, loss of mature trees onsite, additional traffic and parking demand, lack of appropriate transition, and concerns of prolonged construction timelines and the interim design between the first and second phase. The minutes of the Public Information Meeting are included as Attachment C.

### **Site Description, Designation**

The subject properties:

- Encompass a total area of approximately 26,959 sq. ft. with 213 feet of street frontage.
- Are in an area with a mix of high, medium and low density development.
- Are in close proximity to universities, hospitals, community parks, and schools.
- Are serviced by public transit routes traveling along Robie, Inglis, South and South Park Streets.

### **Policy Context**

The site is under the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use Bylaw and is:

- Within District 6 of the South End Area Plan.
- Designated Medium Density Residential which is intended to offer a variety of housing options.
- Zoned R-2A (General Residential Conversion) allowing converted multi-unit residential dwellings.
- Administered under policy **7.7B.1** and **7.7B.2** of the Halifax MPS which specifies:

- Comprehensively designed, residential multi-unit development,
- Appropriate height transitions between the building and the surrounding community,
- Height limits not exceeding 30.5 metres (or 10 storeys; whichever is less),
- Maximum 141,000 sq. ft. gross floor area,
- Minimum of 50% two+ bedroom units throughout the development,
- Use of durable and high quality materials,
- Architecturally concealed and enclosed parking facilities.

### **Revised Renderings**

The plans previously brought to PAC in January 2016 included a number of revisions which addressed public and staff feedback. The revisions included altering the two tower design into a redesigned form containing one building core. The design also incorporated more parking on each underground level eliminating one entire level while maintaining comparable total parking space count.

The most recent plans as submitted for Districts 7 & 8 PAC retain these key design features while incorporating comments made during the January PAC meeting as well as staff and public feedback.

Key Revisions Include:

- 13 ground floor units with two storey townhouse design and individual access,
- Ground floor pool and common space included on west facing elevation,
- Removed public amenity roof space replaced with private access from south tower top floor and mechanical equipment with screening on the north tower,
- Reduced unit and parking total (still within required unit mix ratio),
- Reduced front and side setbacks and increased rear setback,
- Change in material cladding from predominantly porcelain panel to iron spot brick,
- Design changes including setback of ground floor,
- Phasing plans included with interim design for the south facing wall.

Project Features Include:

- Height transition from **10** storeys on the north to **8** storeys at the south,
- **1** common entry and **13** individual entrances for the **2** level townhouse units,
- Multi-unit residential building with **164** units (approximately **17%** one-bedroom),
- **140** parking stalls within **2** underground levels accessed off a single driveway,
- **136** bicycle parking spaces,
- **5,647** ft<sup>2</sup> of common amenity space and **10,556** ft<sup>2</sup> landscaped open space,
- Setbacks of **7.76m** to **9.95m** facing west, **2.98m** along Wellington Street, **0.21m** to **0.37m** to the south and **0.12m** to **0.46m** facing north.

The plans indicate possible phasing of the project with a vertical phasing line between the higher and lower portions of the building, with the 10 storey portion built first. Details are provided regarding the progression and design during the interim period between the first and second phase.

The revisions to the plans have led staff to determine a new PAC meeting and review would be beneficial.

### **Attachments**

Attachment A	Initiation report for previous application on site - Case 19987 (August 23, 2013).
Attachment B	Submission from Applicant.
Attachment C	Public Information Meeting Minutes (September 16, 2015).
Attachment D	January 25 <sup>th</sup> PAC comments.

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### **Development Approvals**

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# Attachment A Initiation Report

**Item No. 11.1.12**

**Halifax Regional Council**

**September 10, 2013**

**TO:** Mayor Savage and Members of Halifax Regional Council

**SUBMITTED BY:** Original signed by   
Richard Butts, Chief Administrative Officer

Original Signed by   
Mike Labrecque, Deputy Chief Administrative Officer

**DATE:** August 23, 2013

**SUBJECT:** Case 18565, MPS Amendment, 1034, 1042, 1050, & 1056 Wellington Street, Halifax

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## **ORIGIN**

Application by Dino Capital Ltd.

## **LEGISLATIVE AUTHORITY**

*HRM Charter*, Part VIII, Planning & Development

## **RECOMMENDATION**

It is recommended that Halifax Regional Council **not initiate** the process to consider amending the Halifax Municipal Planning Strategy for the lands located at 1034, 1042, 1050 and 1056 Wellington Street to enable a multi-unit residential building with increased density and height by development agreement.

## **BACKGROUND**

Dino Capital Ltd. owns four properties, currently developed with single unit dwellings, located at 1034, 1042, 1050 and 1056 Wellington Street in Halifax. Development permits have been issued for additions to each building to enable as-of-right development of a total of 23 units with a total of 117 bedrooms on the four properties. As an alternative, the applicant is now seeking the ability to develop up to 58 units in a single multi-unit residential building. The proposed density would be comparable to that allowed within the existing R-2A zoning. The conceptual plan is for two towers of 7 and 9 storeys atop a shared 3 storey, townhouse style podium with resulting overall heights of 10 and 12 storeys. The individual units would be very large, all 2 and 3 bedroom, with an average floor area of 3700 square feet. However, this proposal cannot be considered under existing policy and zoning established in the Secondary Municipal Planning Strategy (SMPS) for the South End Area due to the height, massing and number of units proposed. Attachment A contains the applicable policies. Dino Capital is, therefore, seeking an amendment to the MPS to enable consideration of their proposal.

### **Site Description and Surrounding Land Uses**

The four subject properties are located on the west side of Wellington Street, as shown on Maps 1 and 2. There is one building on each property, each originally built as a single unit dwelling. The properties:

- have a total area of approximately 26,940 square feet and a total street frontage of about 210 feet.
- abut the HRM-owned Gorsebrook Park to the west and south, and to the north properties which contain 13 storey and 15 storey residential buildings; and
- face a high density five storey condominium building on the opposite side of Wellington Street, while the rest of the street is characterized by mixed medium density development consisting largely of three storey apartment buildings with some two unit dwellings. Along Inglis Street, on the same block, development consists of low density dwellings.

### **Designation and Zoning**

The subject properties are located within Area 6 of the South End SMPS, which was adopted in 1983, and are:

- designated Medium Density Residential (MDR) as shown on Map 1. The designation is intended to support a mixed residential environment with both family-oriented units and smaller housing units in buildings not exceeding four storeys. Family units are defined as those with more than 800 square feet of floor area, and 50% of units in any building must be of this form. There are no density limits established within this designation;
- zoned R-2A (General Residential Conversion Zone) under the LUB as shown on Map 2. This zone seeks to implement the MPS intent by establishing limits on lot coverage, setbacks, building height, unit mix and size, and a cap of 14 units per building. There are no density limits established within this zone; and
- within the 35 foot height precinct as shown on Map 3. This height limit is established within the MPS for much of the nearby district.



## **DISCUSSION**

### **MPS Amendment Process**

Amendments to an MPS are generally not considered unless it can be shown that circumstances have changed since the document was adopted to the extent that the original land use policy is no longer appropriate. Site specific MPS amendment requests, in particular, require significant justification to be considered. To support the request to amend the MPS in this case, the applicant submits that conditions have changed considerably in the 30 years since the existing Medium Density Residential designation and 35 foot height limit were applied to the properties. The following reasons are given by the applicant:

- The properties are no longer used as single family homes and can be extensively redeveloped as high density housing under existing policy;
- That larger scale high density development has since taken place on the opposite side of Wellington Street;
- The context of the properties relative to the HDR designation, the presence of existing taller buildings of 13 and 15 storeys, the abutting park, and relative isolation from Low Density Residential properties justifies greater height and density;
- That regulation of urban design and architecture through use of a site specific development agreement policy is a better approach than simply limiting height as a means of ensuring quality development and protecting neighbourhoods;
- Although the 23 units which are permitted as of right meet the LUB definition of “family type units”, it is more likely that these units will be student housing, and that allowing a single larger building would better enable the “family type” goal to be met; and
- Allowing an MPS change will result in assurances through the development agreement process of a better quality of development than can be achieved otherwise.

The application is addressed under three considerations, these being evaluation of development proposal, the amendment to the land use designation, and the amendment to the height precinct.

### **Evaluation of Development Proposal**

The proposal is for up to 58 large units in a wholly residential building. The three storey building base has very high lot coverage, with minimal setbacks provided from the street and from adjacent properties. On top of the building base are two slender towers of 7 and 9 storeys, presenting an overall height of 10 and 12 storeys. A separation distance of approximately 30 feet is provided between the two towers. Despite the substantial height and massing, the proposed density of the development is relatively low due to the proposed units being very large with an average unit size of 3700 square feet. Staff has several concerns with this design:

- The lot coverage is excessive for a residential environment. There should be greater setbacks in order to provide substantive at-grade landscaped areas, and to provide visual and physical separations which keep the building from becoming dominant within the streetscape;
- The project height as proposed is excessive for this area despite the presence of two existing towers (of 13 and 15 storeys) to the north. These older towers with their stark architecture are not a positive factor within the streetscape, and additional tall buildings of similar height would not be appropriate; and

- The tower separation distance of only 30 feet is insufficient to break up the massing, and may create uncomfortably close distances between facing units and balconies.

### **Amendment to Land Use Designation**

No density limits are established in either the MPS or LUB regarding development in the MDR designation and R-2A Zone. The zone allows interior conversions, additions to existing buildings and infilling between buildings, provided that height and yard requirements are met, to a maximum of 14 units in any one building. There is no limit on the number of bedrooms per unit, which enables very large units with a high occupancy count. This regulatory framework enables substantial additions to each of the existing buildings on the site in order to create additional units. Development Permits have already been issued for a total of 23 units across four buildings with 117 bedrooms. Should the construction of the permitted development proceed, it could:

- include up to six bedrooms per unit, meeting the criteria of family type housing as required under the LUB; but possibly could be expanded to 201 bedrooms as-of-right;
- be used as student accommodation rather than family-type units;
- contain densities approaching that permitted within the R-3 (Multiple Dwelling) Zone which is applied within the High Density Residential designation;
- be built with on-site parking for only 16 vehicles provided; and
- result in a development that is not in character with the street. The ability for such high density development to take place in the MDR designation was not intended when the MPS was adopted.

A redesignation to High Density Residential (HDR) may be considered through the MPS amendment process. Through the R-3 Zone which is applied under the LUB to the HDR designation, a density limit of 250 persons per acre is imposed for as of right development. This limit is higher than what can be achieved under the existing R-2A zoning. There is justification to consider applying the HDR designation to the site, for the following reasons:

- The subject properties already abut the HDR designation to the north, where it was applied to two existing high rise towers. Directly across Wellington Street, the HDR designation was applied in the 1990's, to allow for two five storey buildings;
- The site backs onto Gorsebrook Park which, as an open space, is not as sensitive to the density of adjacent development; as is a residential area;
- The HDR designation does not automatically support taller buildings, as high density housing can be provided even in a low rise form that would be generally more compatible with the general neighbourhood;
- Council could, through the development agreement process, limit allowable density on this site to that permitted by the R-2A Zone; and
- Staff would not support applying the R-3 Zone to this site, as that would enable as of right development with very limited controls over the design and construction of the development. The development agreement process, however, could be enabled in MPS policy in order to establish clear site and building design requirements.

## **Amendment to Height Precinct**

The original 1983 intent of the MPS was to strictly limit the development of tall buildings within the South End. Allowable height limits for this area are generally restricted to 35 feet, as shown on Map 3. The subject properties are within the 35 foot height precinct while several mid and high rise residential properties, including the 13 and 15 storey towers immediately to the north, were also placed within the 35 foot height precinct and as a result became non-conforming structures. Lands directly across Wellington Street are developed with 5 storey buildings and have height precincts of 55 feet and 90 feet. Until 2004, allowable heights could be changed through the LUB amendment process. However, to ensure that any change to height precincts went through the MPS amendment process, height limits became entrenched in MPS policy in 2004. Amendment requests to height precincts are now to be evaluated based on the land use designations and on the criteria of Policy 7.0 (Attachment A).

Given the context of the properties to nearby development and to parkland, an increase in allowable building height may be justified where the density and design of a development can be controlled through a development agreement process. However, the height of the proposed development at 10 and 12 storeys is considered excessive. On this basis, initiation of the MPS amendment process is not supported. A building in the low to mid rise range is seen as being more appropriate in this area. Council may wish to consider initiating the process in order to allow community engagement to take place. This process could be used to determine what height, density and design may be appropriate for the properties as an alternative to development under the R-2A Zone. Staff suggest that development in the range of 4 to 7 storeys is likely the best alternative.

## **Conclusion**

Staff do not support initiation of the MPS amendment process for the subject proposal. Staff consider the scale of the proposal, with towers of 10 and 12 storeys, to be excessive for the area. There is merit, however, in considering MPS amendments to allow the High Density Residential designation and to allow greater building height on the applicant's lands on the basis of their context within the existing community. Council could choose to initiate the MPS amendment process to enable consideration of a low to mid rise building form. In that event, the applicant would be required to prepare an alternate design concept if they wished to proceed.

## **FINANCIAL IMPLICATIONS**

The HRM costs associated with processing this planning application can be accommodated within the approved 2013/2014 operating budget for C310 Planning & Applications.

## **COMMUNITY ENGAGEMENT**

Should Council choose to initiate the MPS amendment process for this proposal or to enable an alternate proposal, the *HRM Charter* requires that Council approve a public participation program when considering any amendment to an MPS. In February of 1997, Regional Council approved a public participation resolution which outlines the process to be undertaken for

proposed MPS amendments which are considered to be local in nature. This requires a public meeting be held, at a minimum, and any other measures deemed necessary to obtain public opinion.

The proposed level of community engagement would be consultation, achieved through a public meeting and online forum early in the review process, as well as a public hearing before Regional Council could consider approval of any amendments.

Amendments to the MPS and LUB would potentially impact the following stakeholders: local residents, property owners, developers, community or neighbourhood organizations, other HRM business units, and other levels of government.

### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all relevant environmental policies contained in the MPS.

### **ALTERNATIVES**

1. Council may choose to refuse to initiate the MPS amendment process for this proposal. A decision of Council to not initiate the potential amendments is not appealable to the N. S. Utility & Review Board as per Section 262 of the *HRM Charter*. This is the staff recommendation.
2. Council may choose to initiate the MPS amendment process for the proposal. This is not recommended for the reasons discussed above. A decision of Council to initiate the potential amendments is not appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*. Should Council choose to initiate the MPS amendment process, they should request staff to follow the public participation program for the MPS amendment process as approved by Council in February 1997.
3. Council may choose to initiate the MPS amendment process and provide direction that only low to mid-rise building form may be considered. A decision of Council to initiate the potential amendments is not appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*. Should Council choose to initiate the MPS amendment process, they should request staff to follow the public participation program for the MPS amendment process as approved by Council in February 1997.

### **ATTACHMENTS**

Map 1	Generalized Future Land Use
Map 2	Zoning
Map 3	Height Precincts
Attachment A	Excerpts from the Halifax (South End Area) MPS
Attachment B	Conceptual Building Rendering

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.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: Mitch Dickey, Planner, 490-5719

Report Approved by: Kelly Denty, Manager Development Approvals, 490-4800

Report Approved by: Austin French, Manager, Planning, 490-6717

Report Approved by: Brad Anguish, Director of Community & Recreation Services, 490-4933

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# Attachment B

## Submission from Applicant



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NO	ISSUANCE	DATE
1	ISSUED FOR CITY REVIEW	03/27/2016
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### PROJECT SUMMARY

	Phase_1	Phase_2	Project Totals
Net Lot Area	12,251	14,708	26,959
Ground Floor Area	7,448	8,110	15,558
Lot Coverage	60.80%	55.14%	57.71%
Gross Floor Area	71,193	69,807	141,000

### Unit Mix

1 BR	14	14	28
2 BR	66	70	136
Totals	80	84	164

### Open Space

landscaped open space	4,172	6,384	10,556
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### Recreational Area

Common Indoor Amenity	2,505		2,505
Common Outdoor Space	3,142		3,142
Private Balconies/Terraces	4,072	8,311	12,383

### Parking

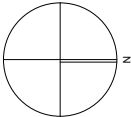
Standard Parking Space	54	76	130
Small Vehicle Space	6	0	6
Visitor Space	4	0	4
Total	64	76	140

### Bicycle Storage

80% Class A	60	76	136
20% Class B	0	0	0

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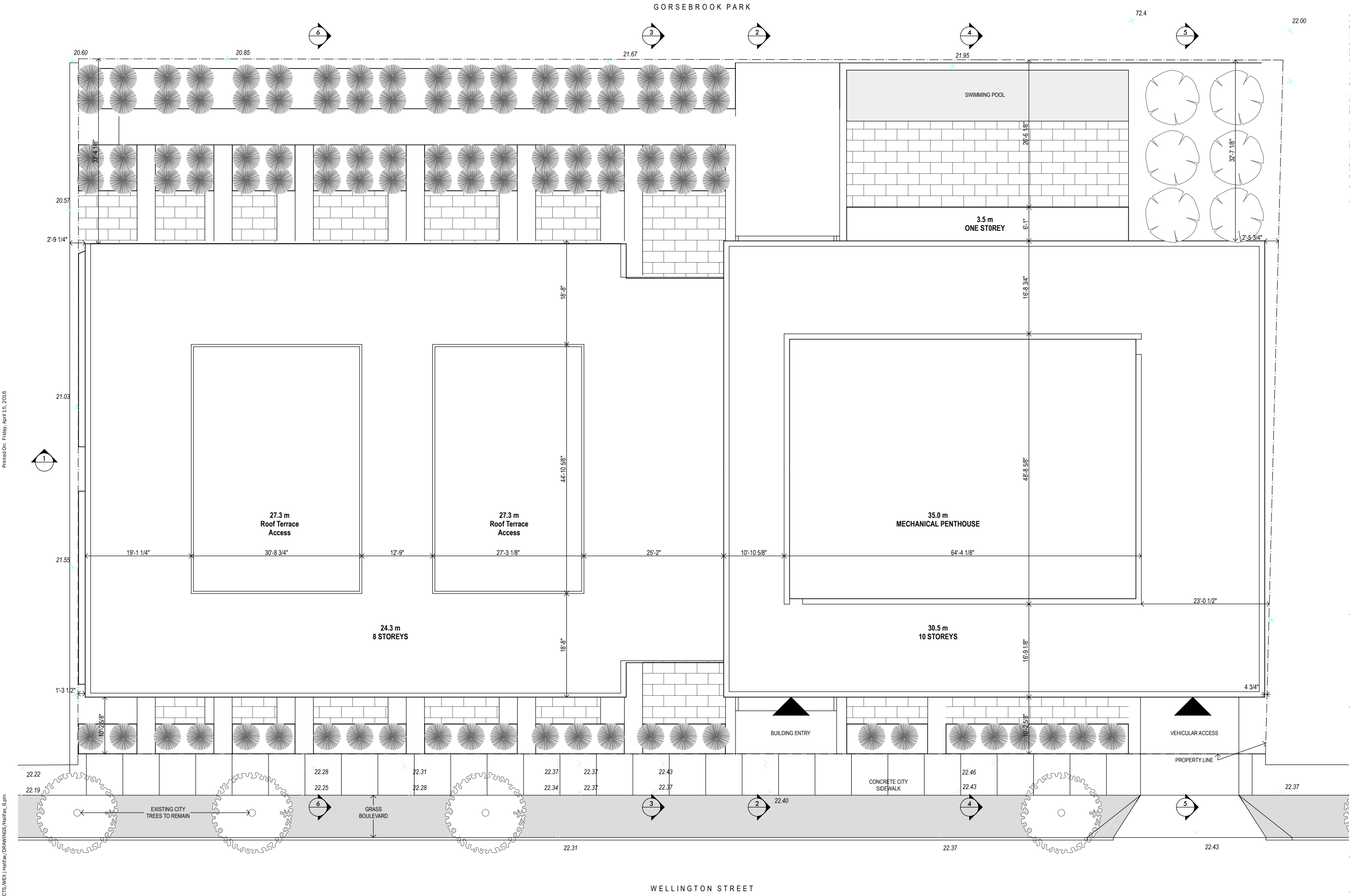
Gorsebrook Park, Halifax  
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### Renderings

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2016-04-15





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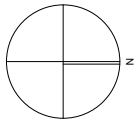
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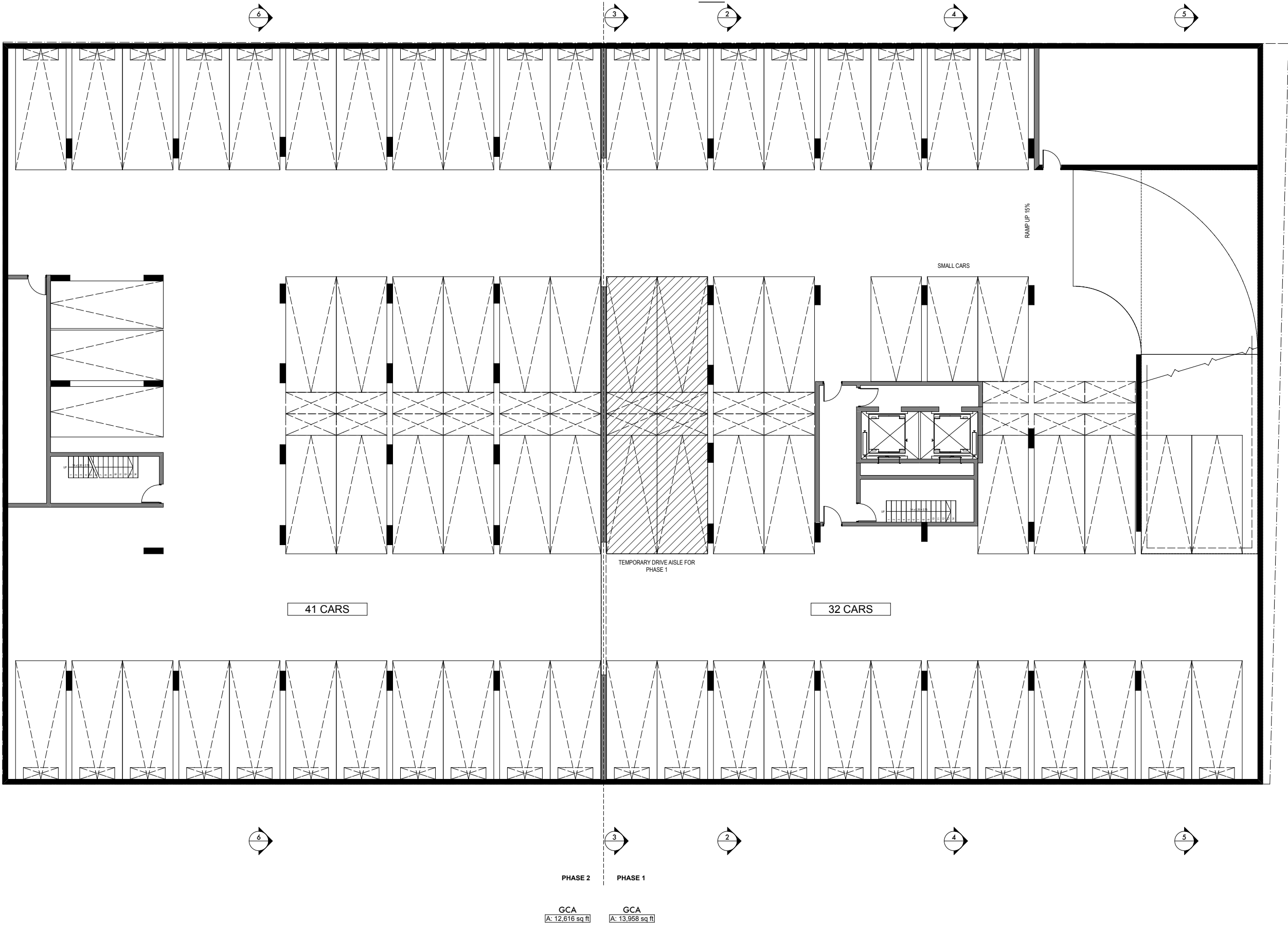
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Site Plan

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450 SHORING ALLOWANCE

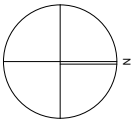


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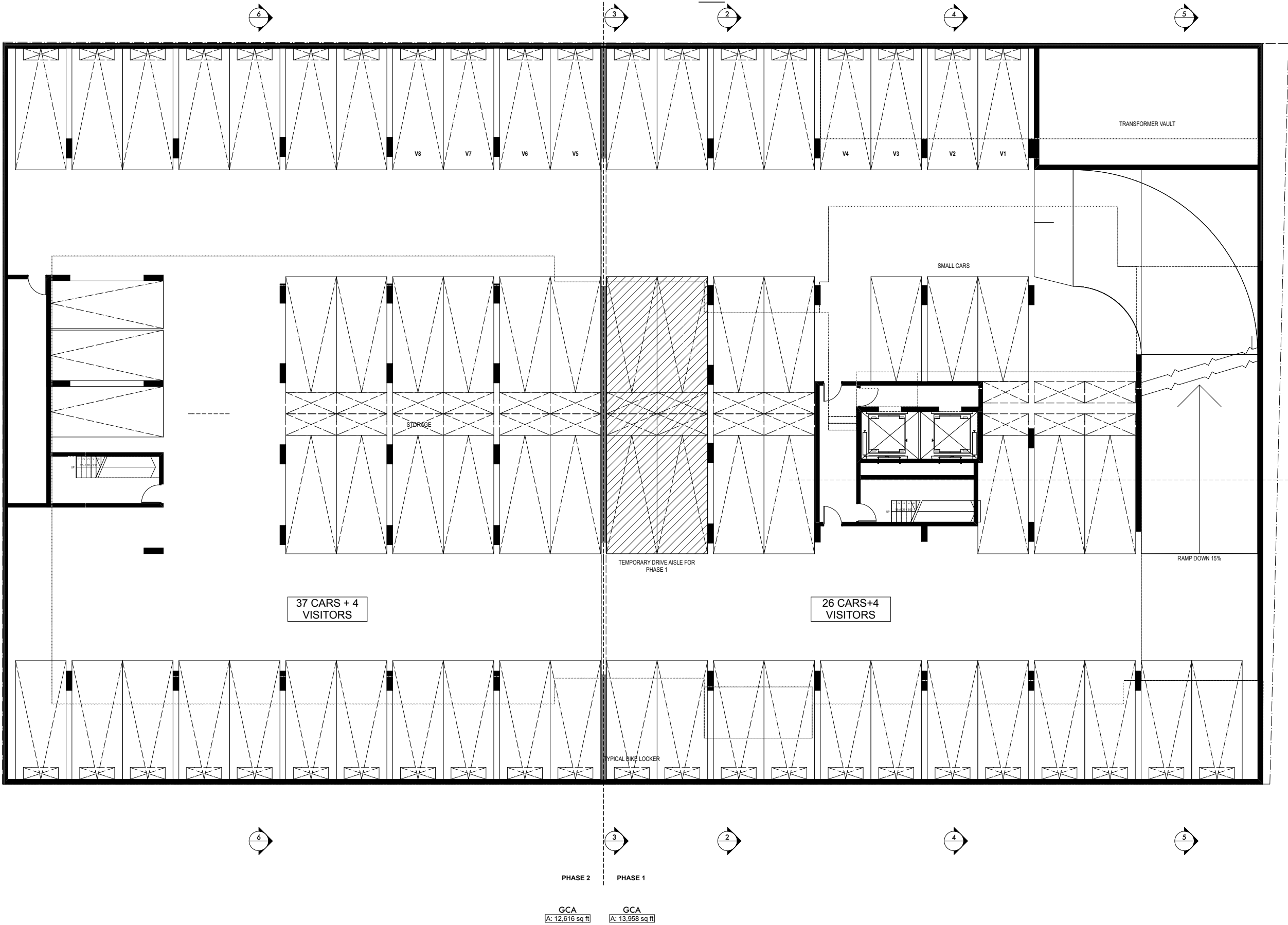
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450 SHORING ALLOWANCE

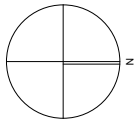


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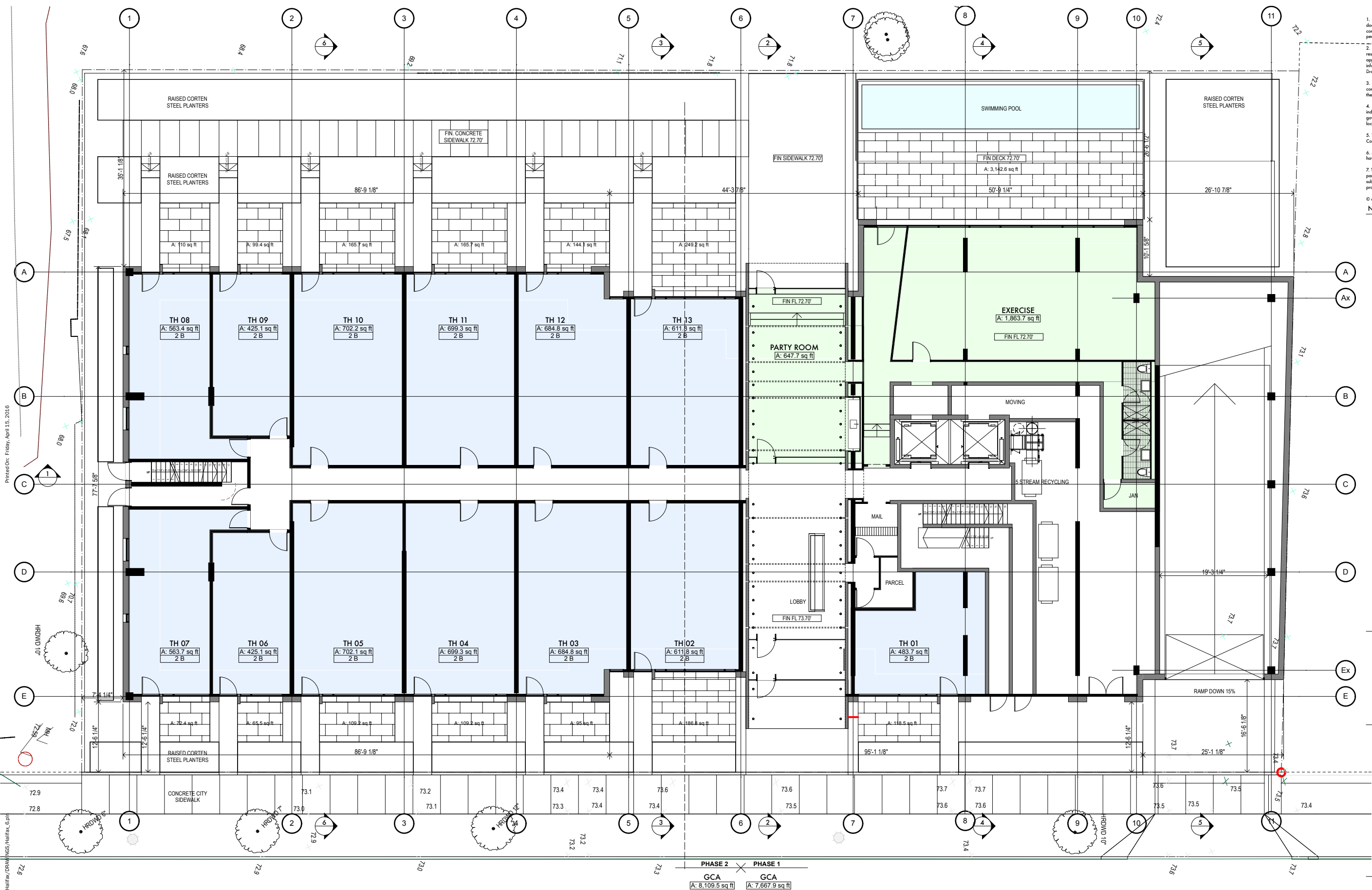
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Original  
Signed

Gorsebrook Park, Halifax  
URBAN CAPITAL

Ground

1:100, 4:1

2016-04-15

05

ALL MEASUREMENTS INCLUDING GEODETIC HEIGHTS IN IMPERIAL

PHASE 2	PHASE 1
GCA	GCA
A: 8,109.5 sq ft	A: 7,667.9 sq ft

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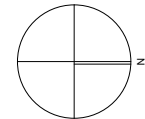


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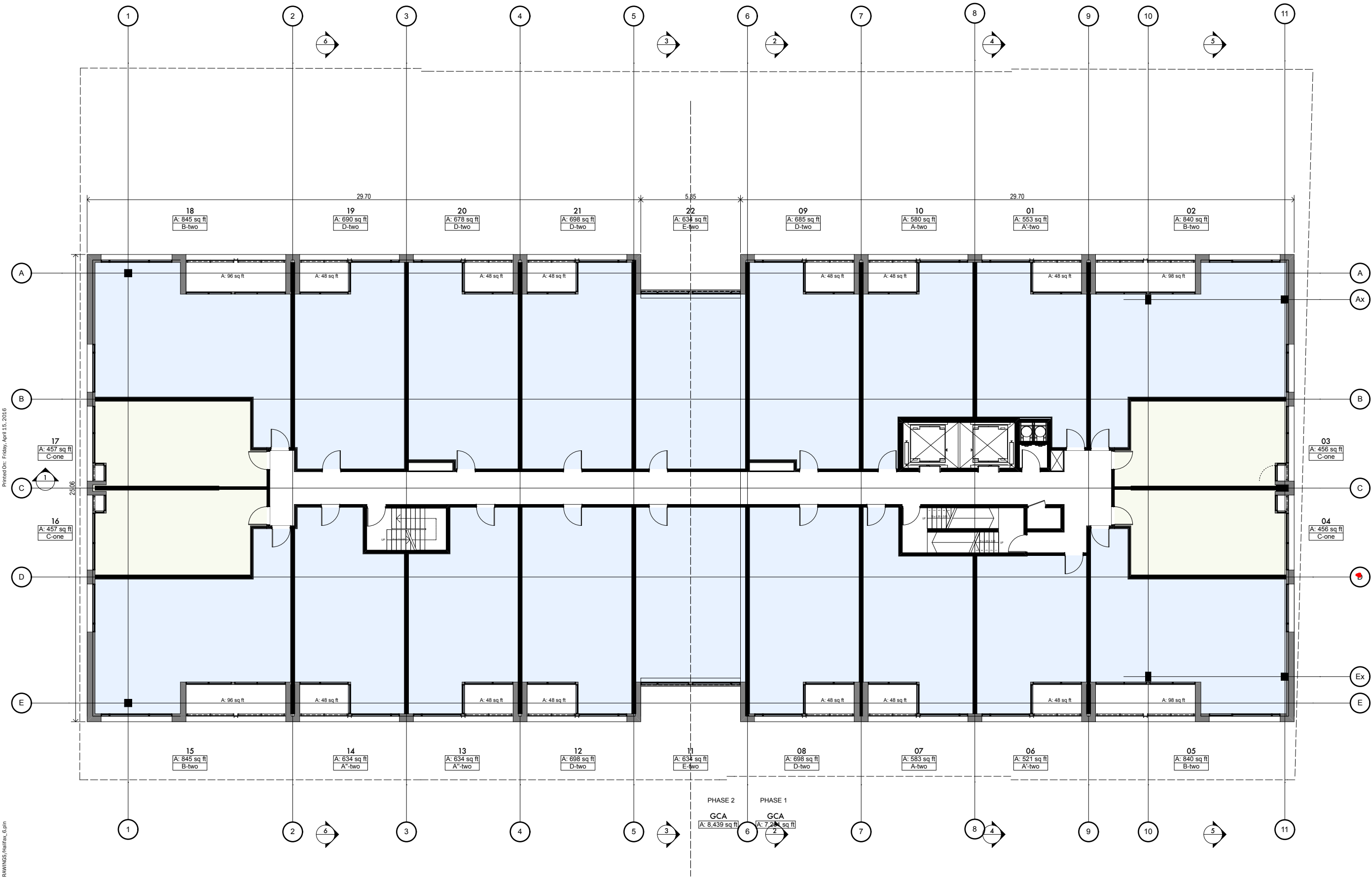
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Level 2

1:100, 4:1

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06

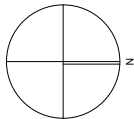


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Levels 3-7

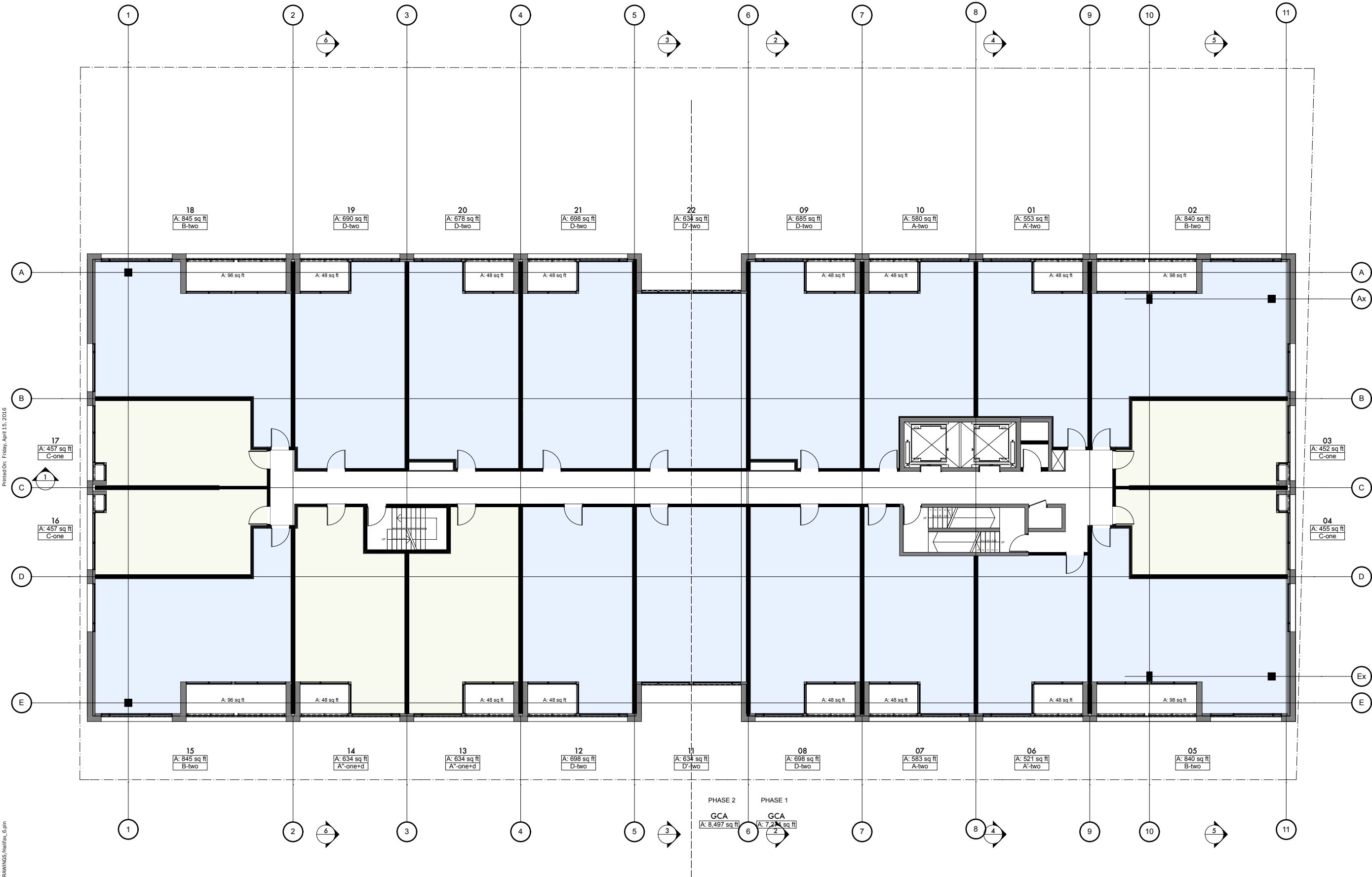
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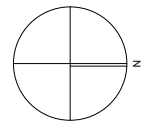


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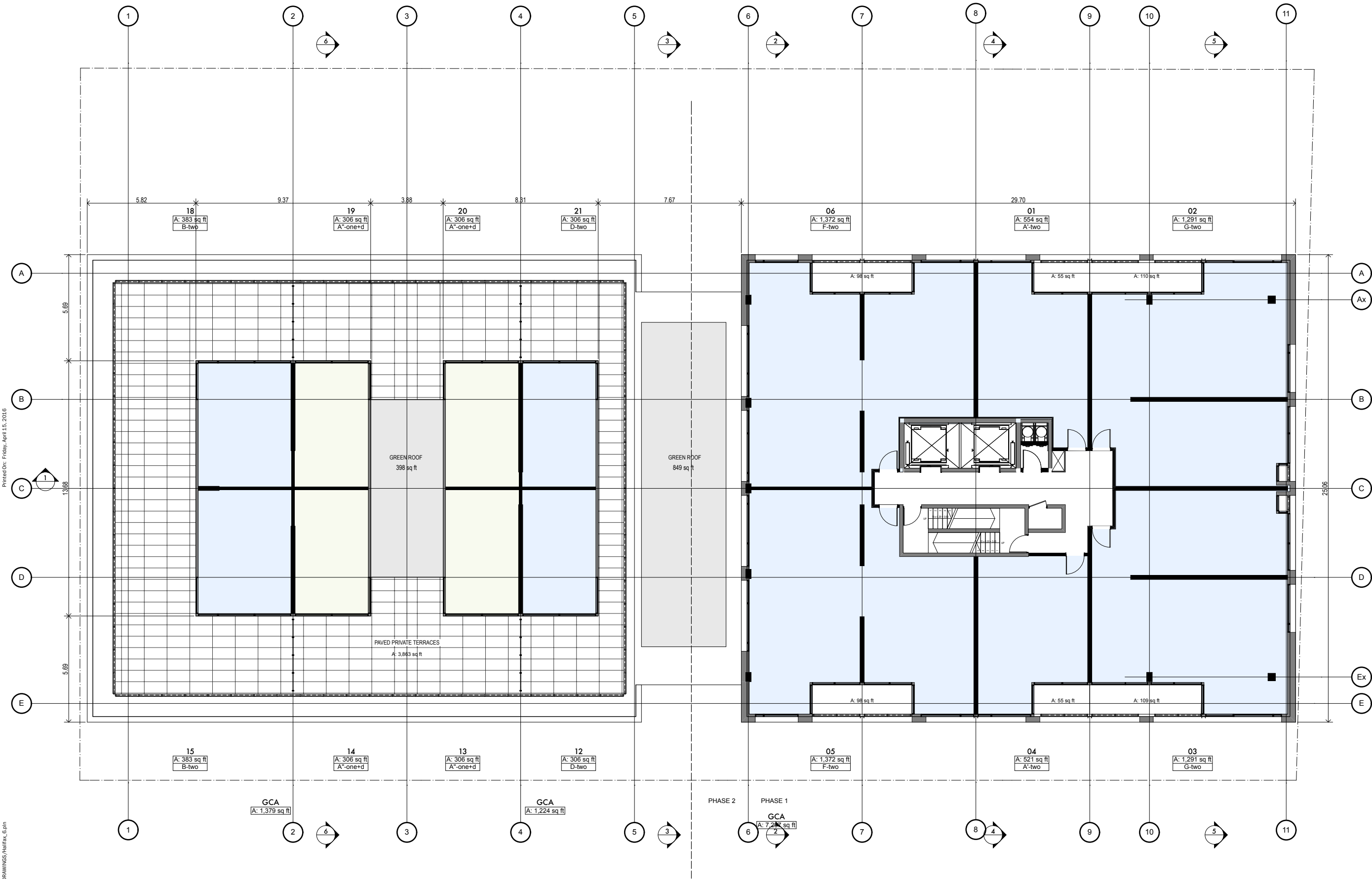
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Level 8

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08



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Level 9

1:100, 4:1

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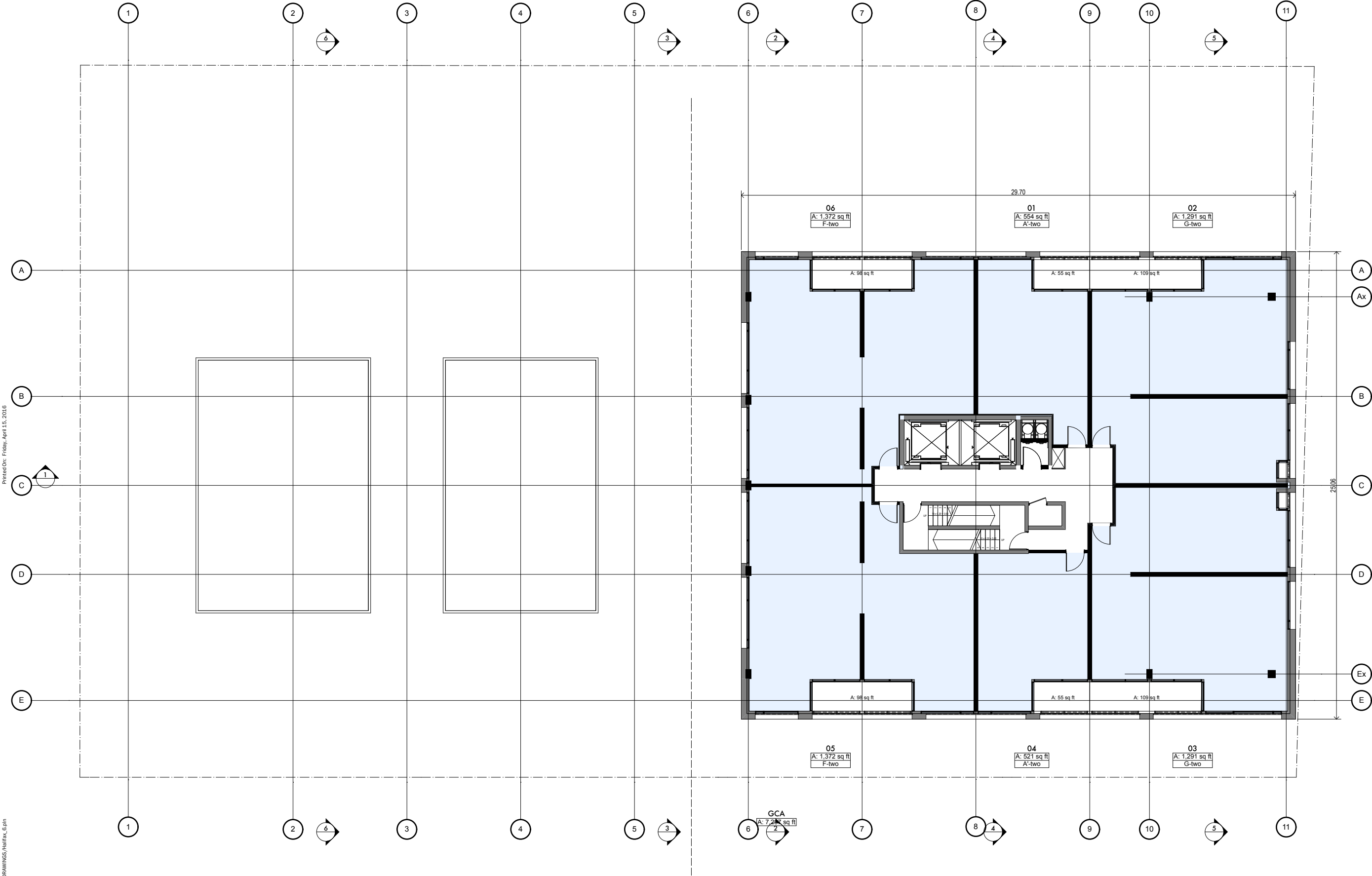
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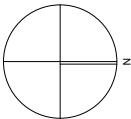


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Level 10

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10

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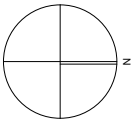
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East Elevation

1:100, 4:1

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East Elevation

SCALE: 1:100

11



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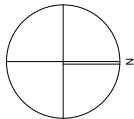


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West Elevation

1:100, 4:1

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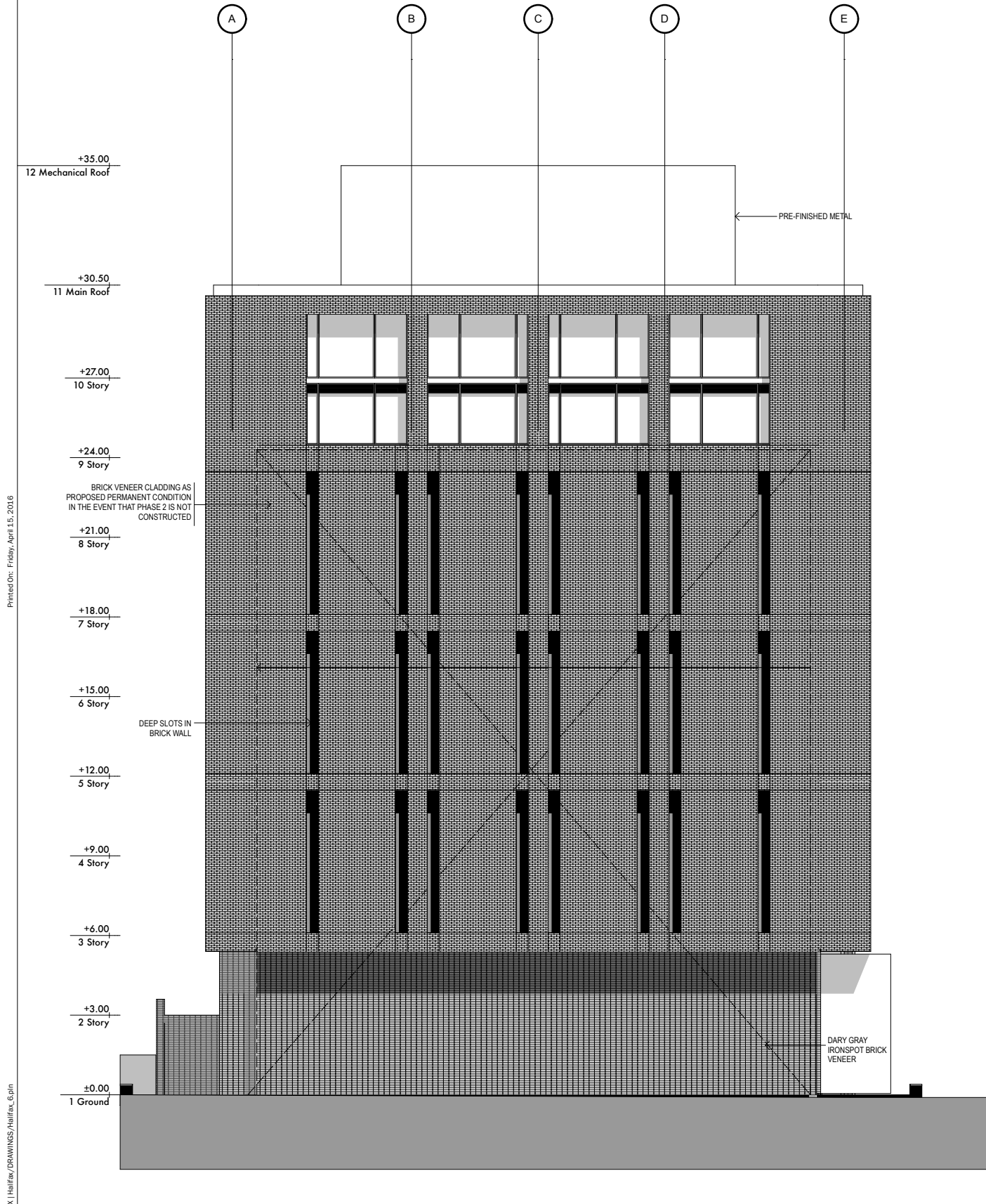
West Elevation

SCALE: 1:100

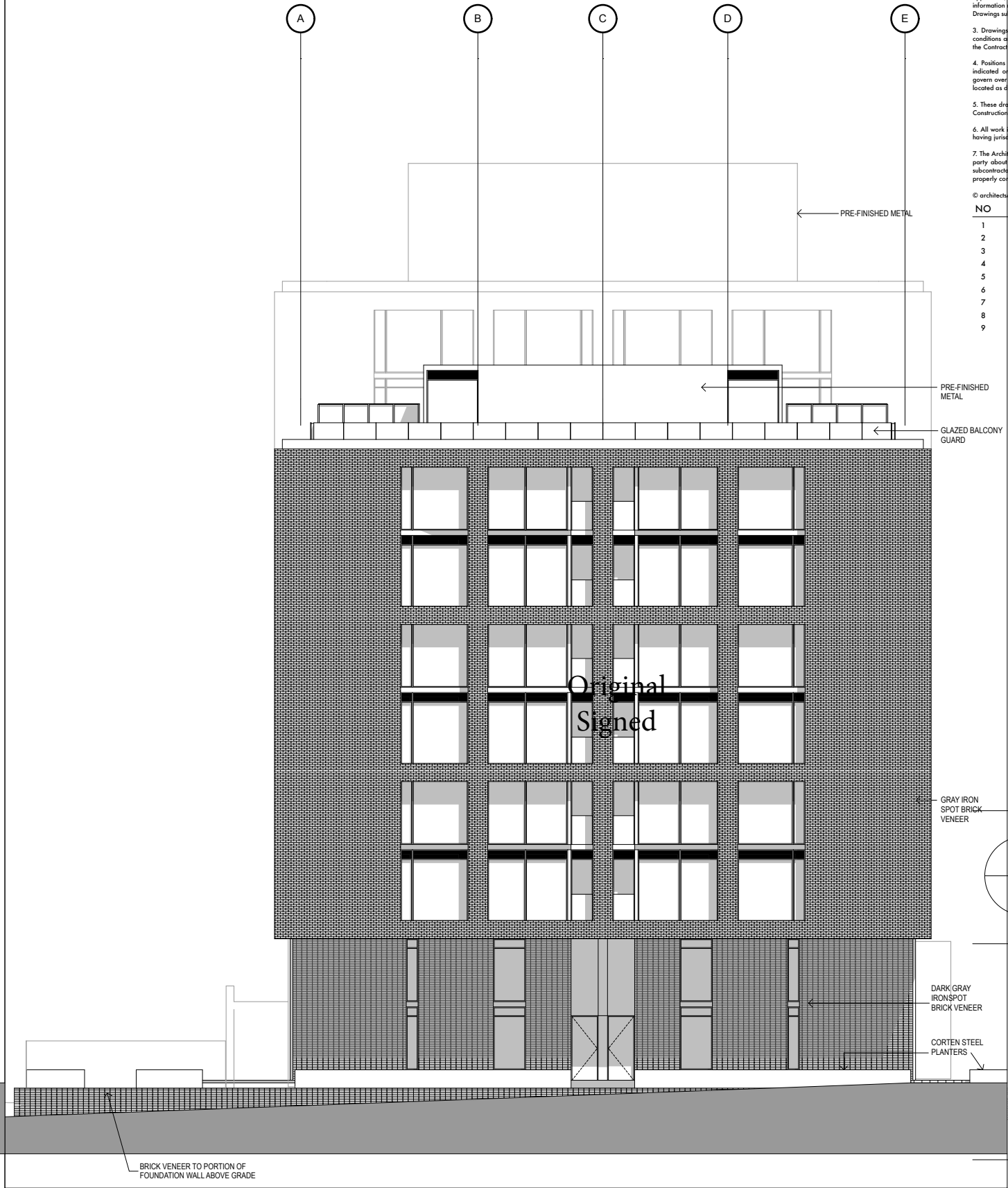
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13 Phase 1 South Elevation (1)  
SCALE: 1:100



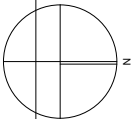
13 South Elevation  
SCALE: 1:100

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South Elevations

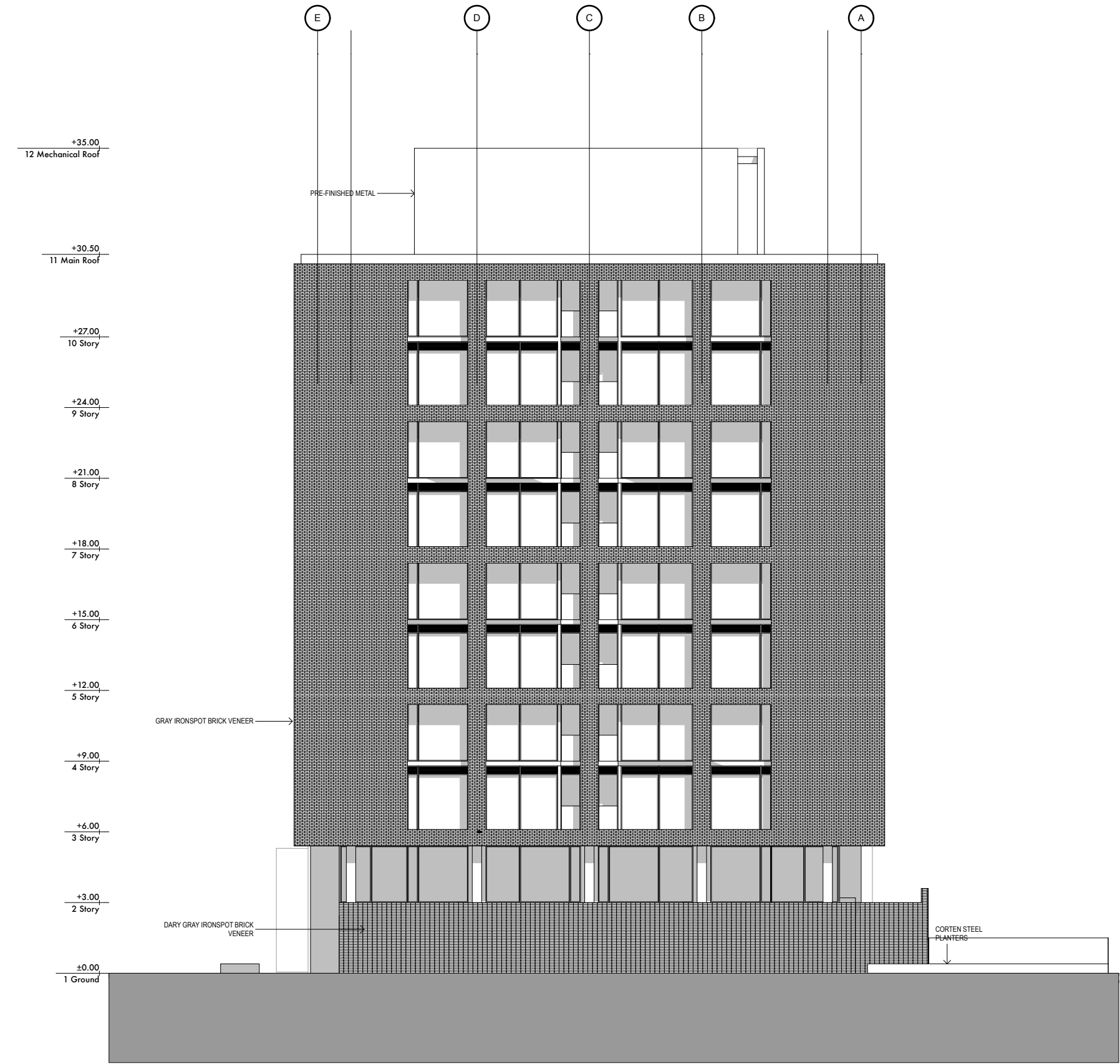
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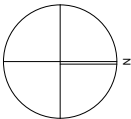
14 North Elevation  
SCALE: 1:100

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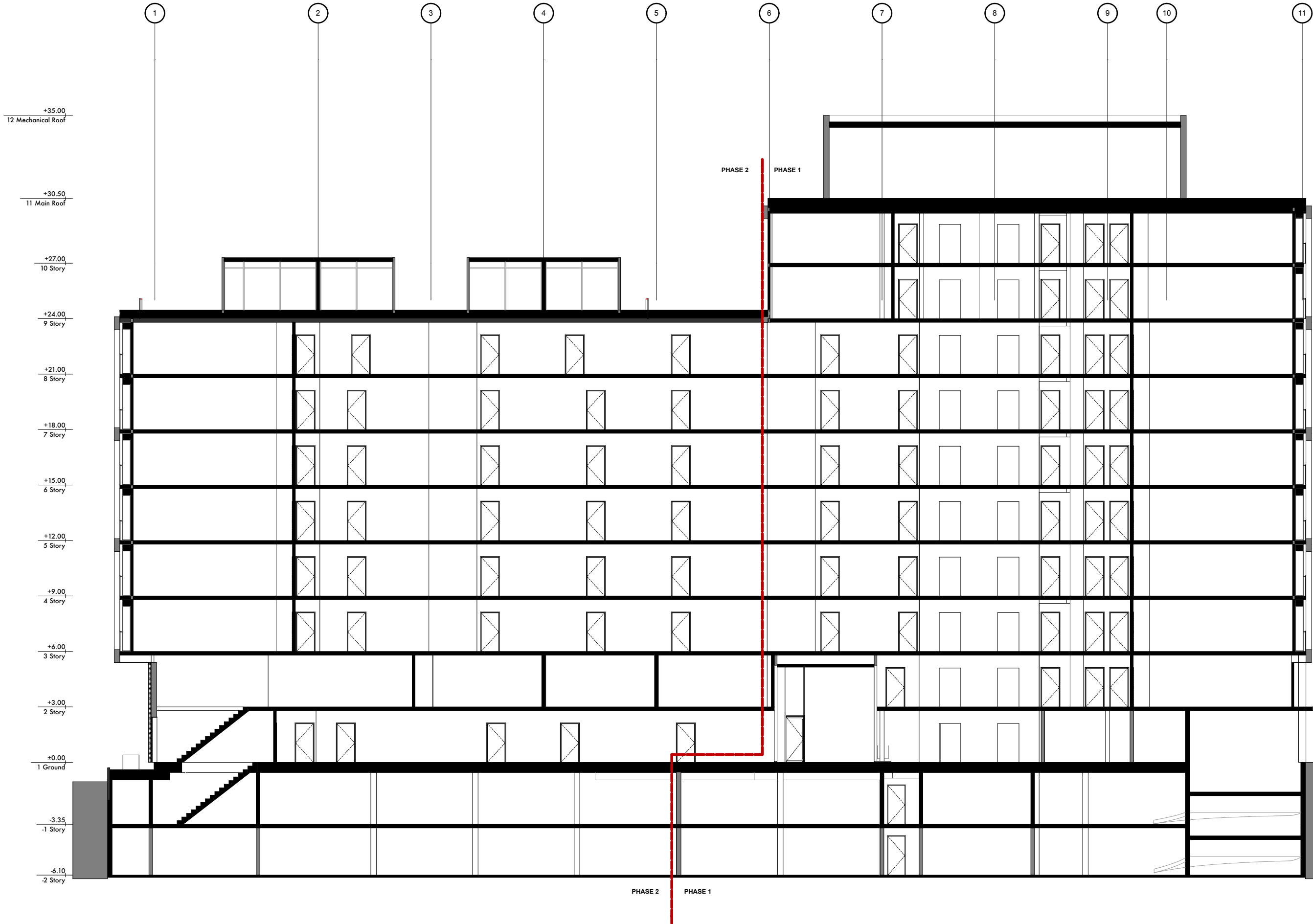
North Elevation

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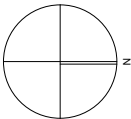


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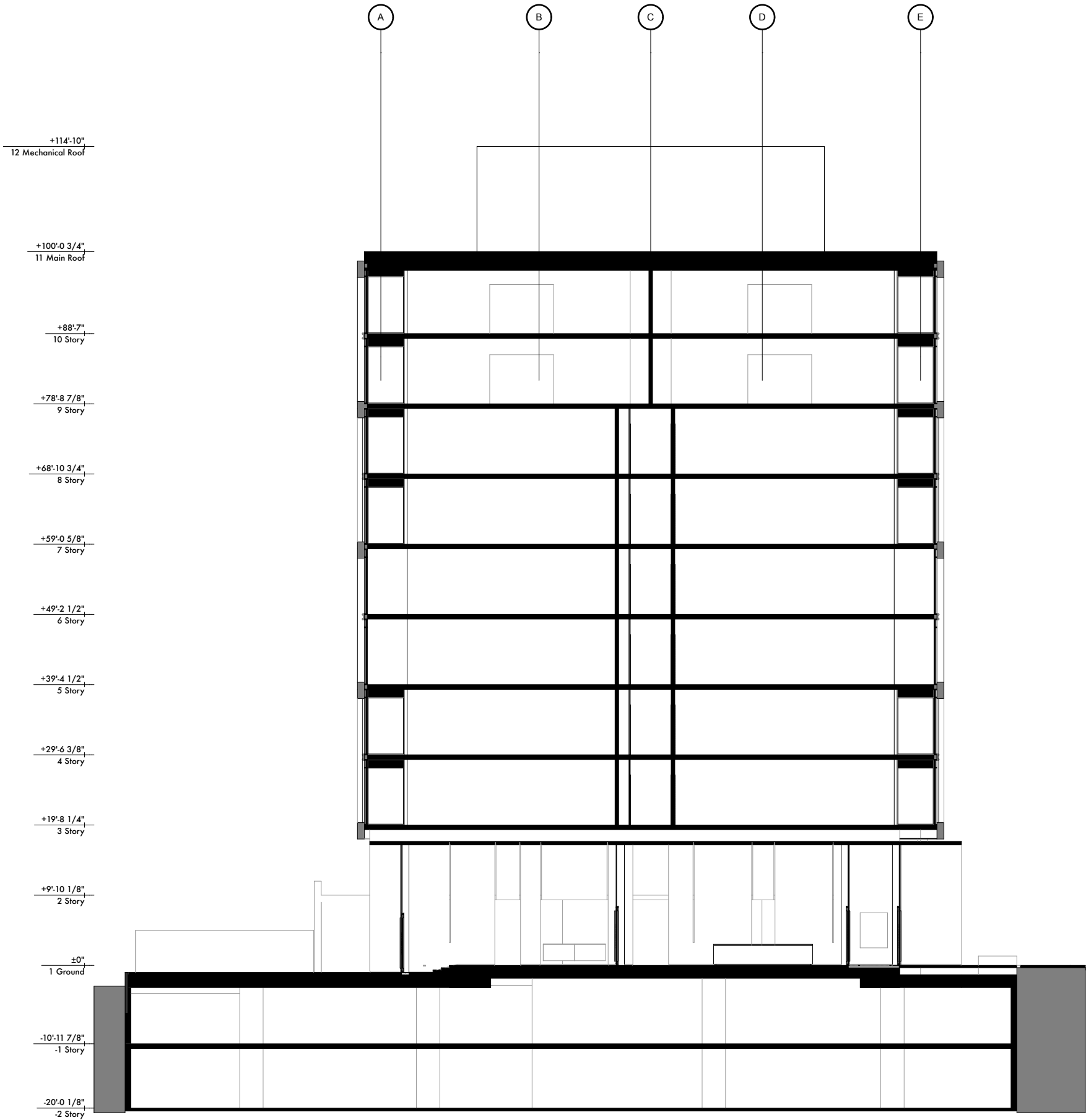
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E|W Section (1)  
SCALE: 1:100

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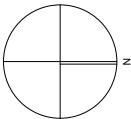
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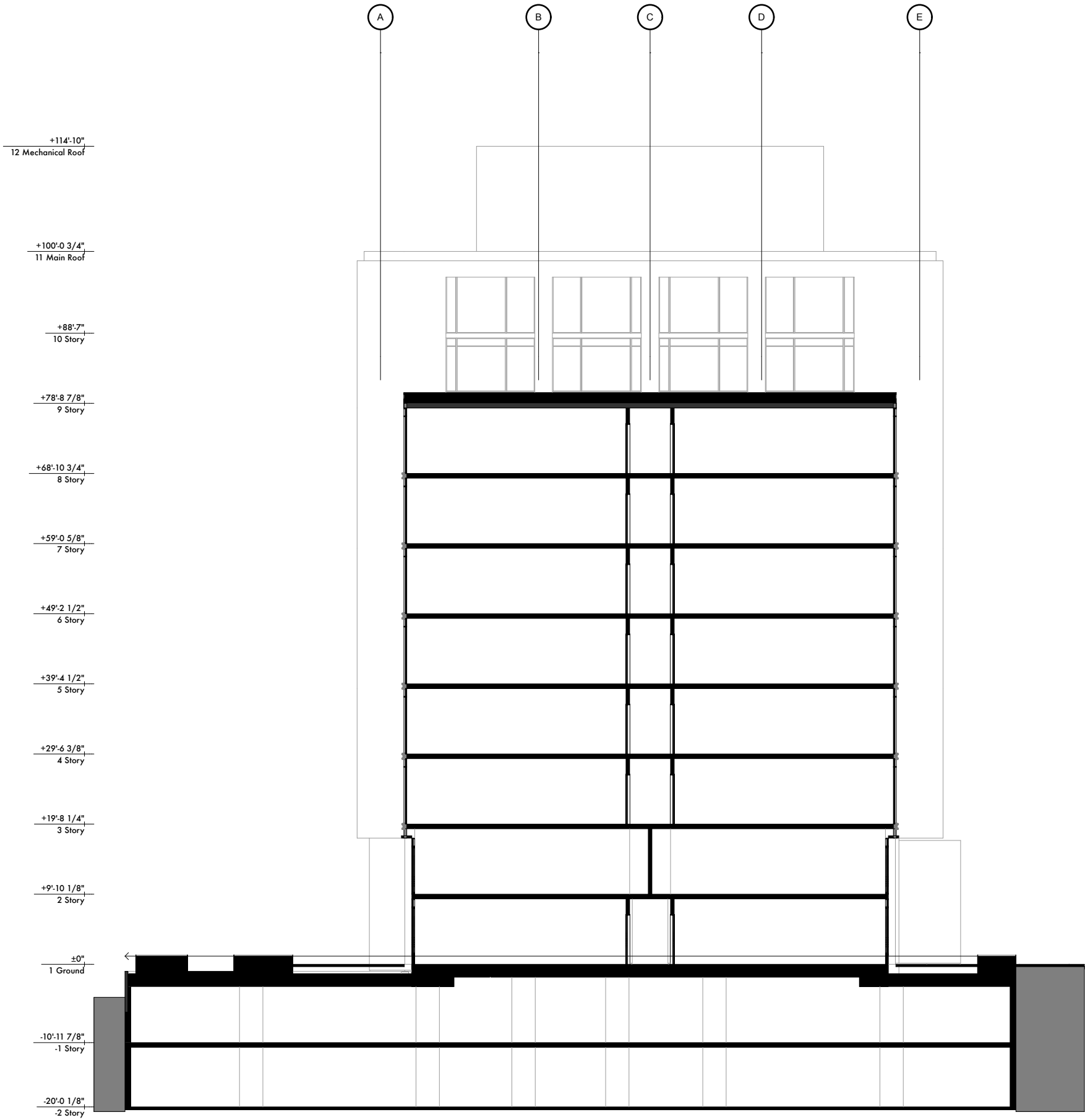
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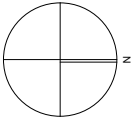
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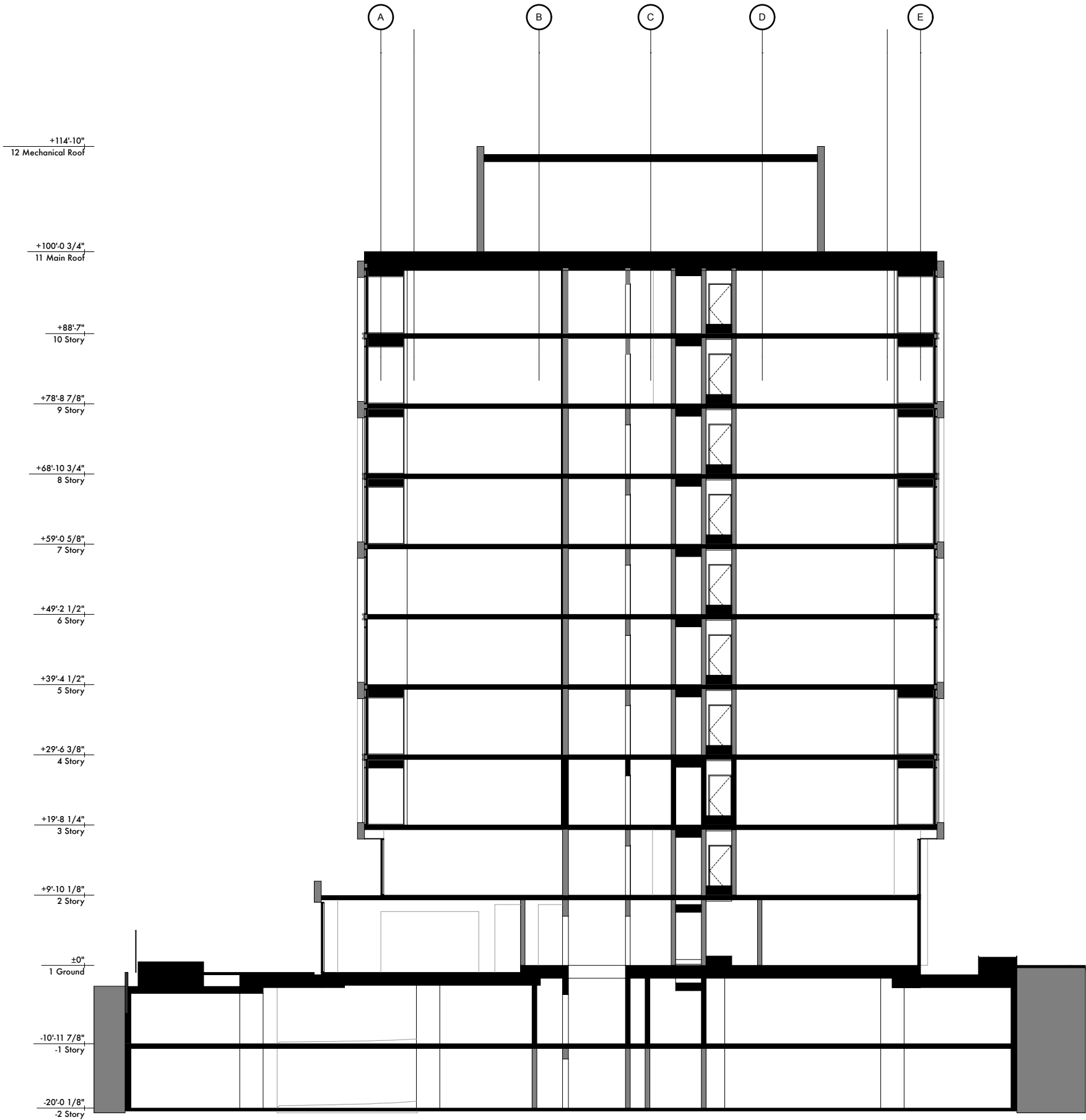
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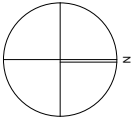
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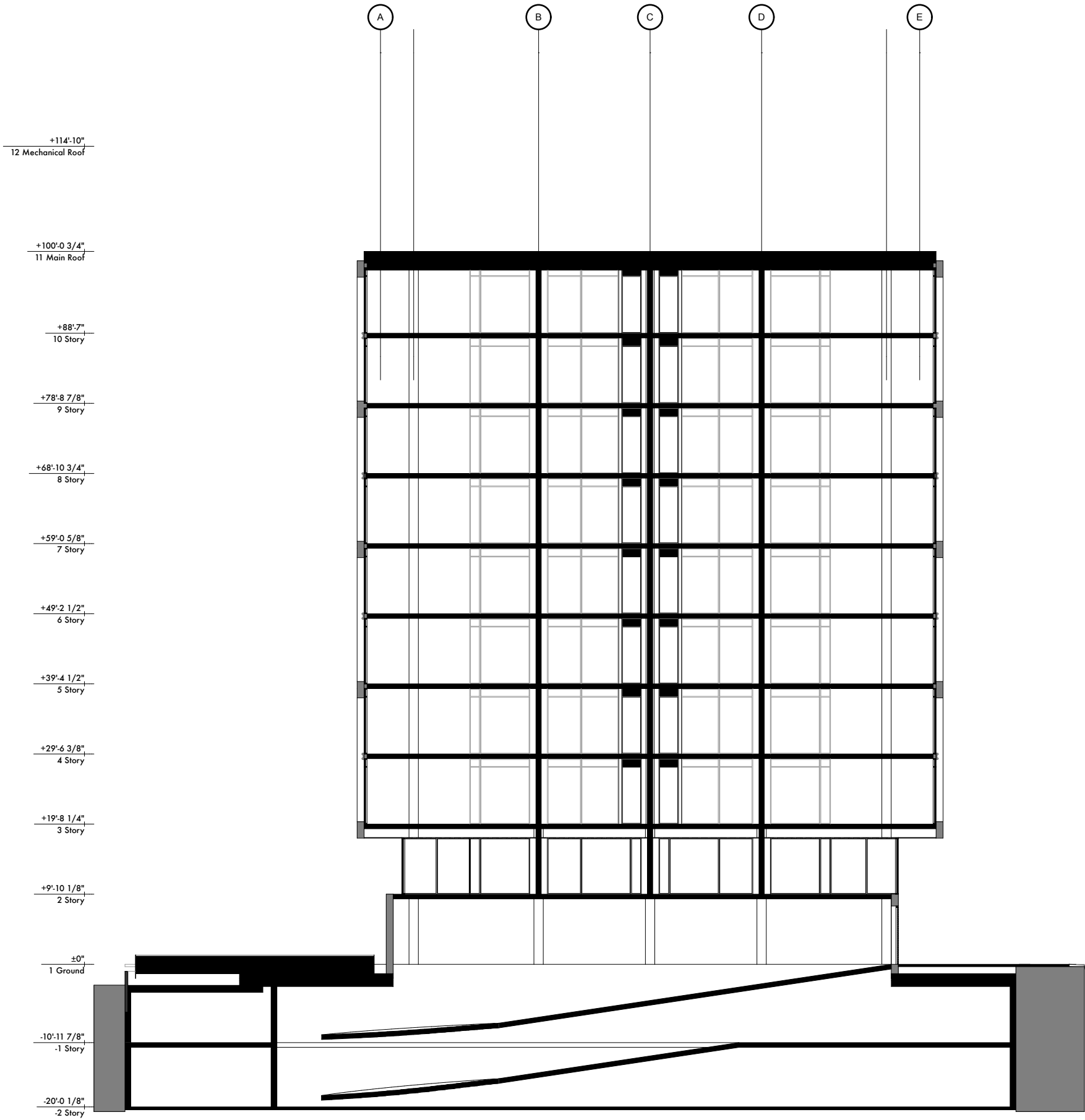
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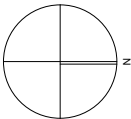
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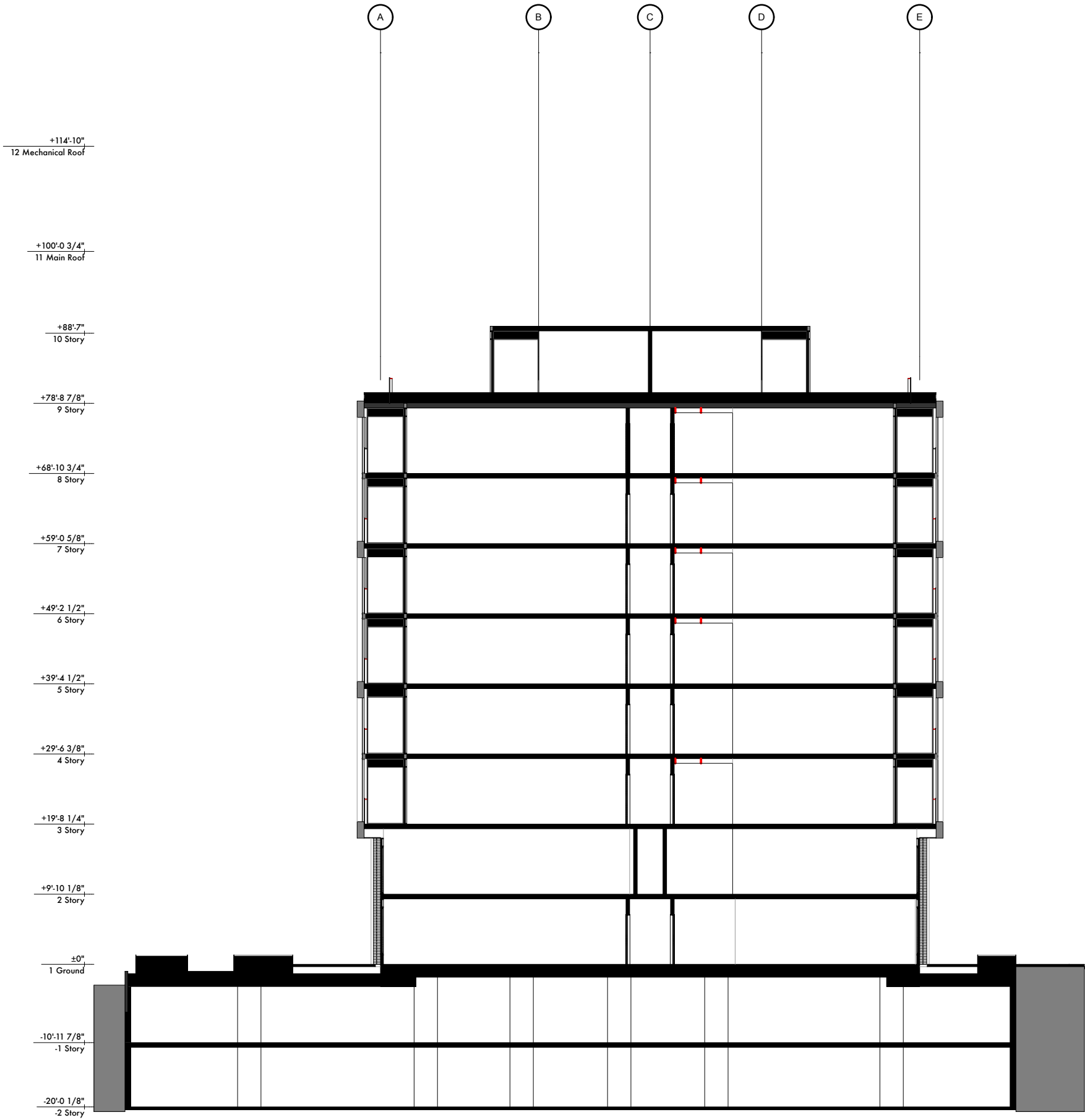
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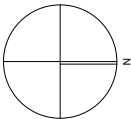
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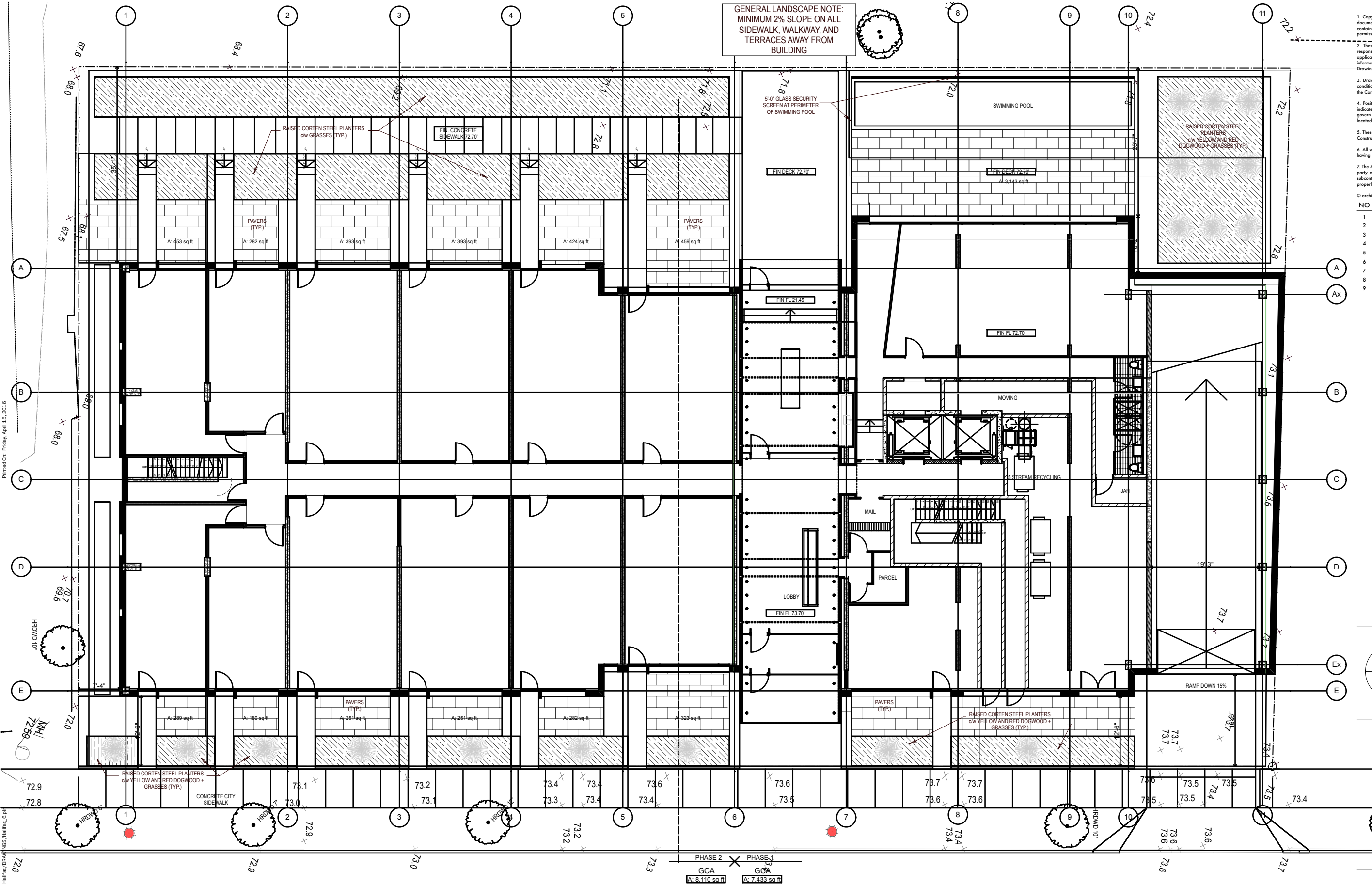


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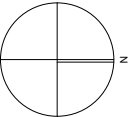
GENERAL LANDSCAPE NOTE:  
MINIMUM 2% SLOPE ON ALL  
SIDEWALK, WALKWAY, AND  
TERRACES AWAY FROM  
BUILDING

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Landscape Ground Floor Plan

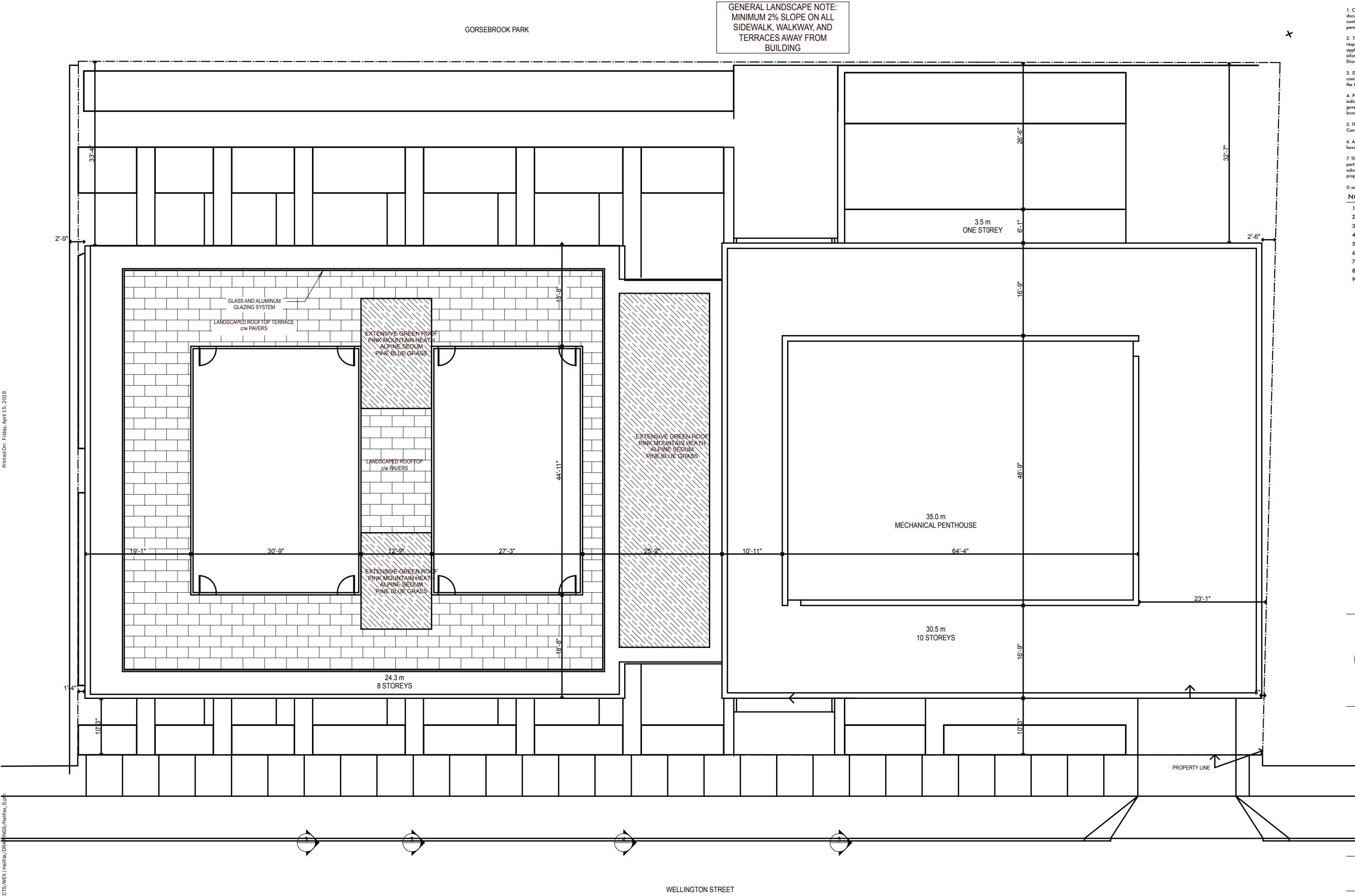
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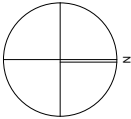
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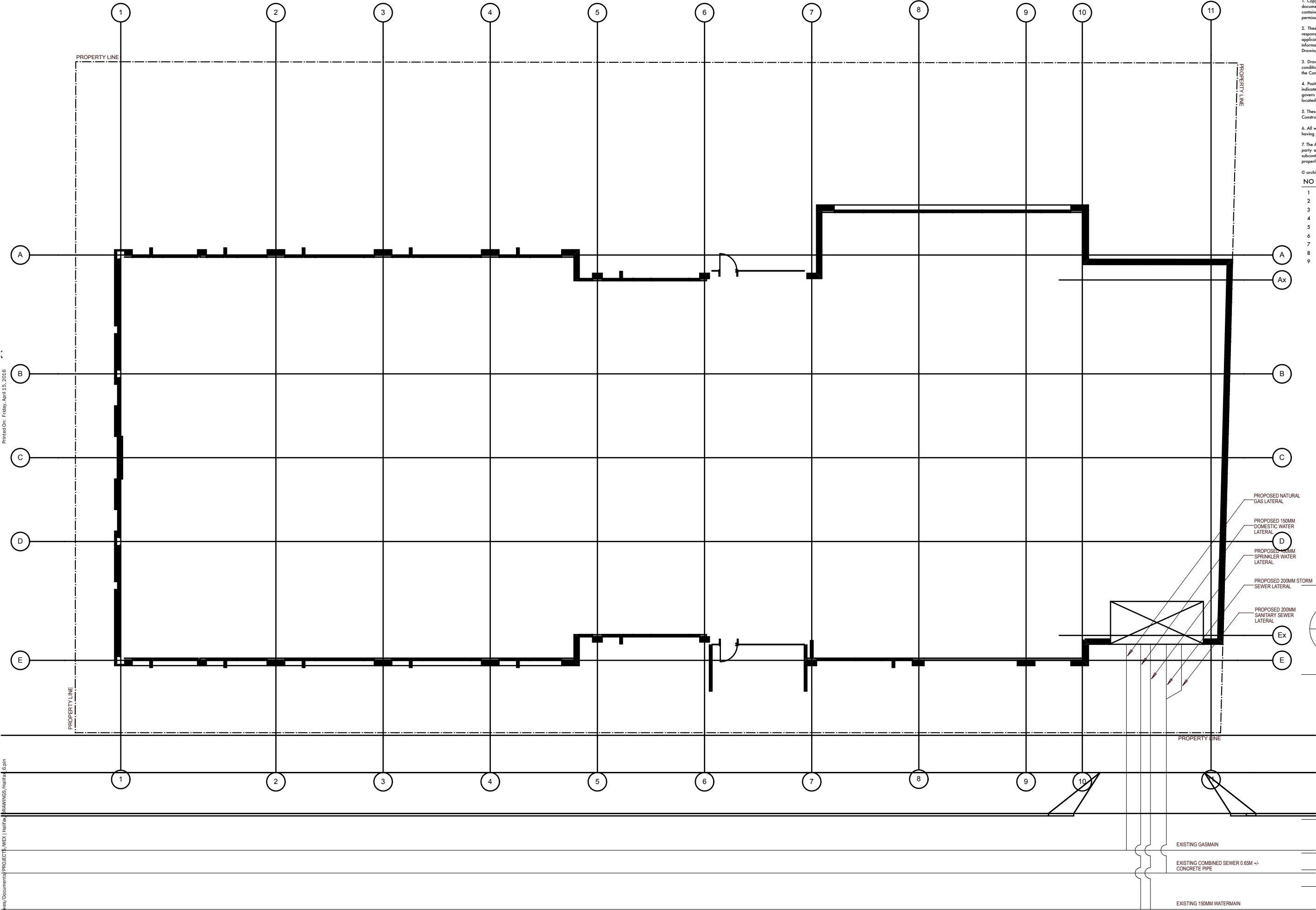
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Landscape 9th Floor Roof Plan

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L-2

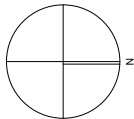


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Site Servicing

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2016-04-15

S-1

# Attachment C

## PIM Meeting Minutes

Wednesday, September 16, 2015  
7:00 p.m.  
St. Mary's Boat Club

### STAFF IN

#### ATTENDANCE:

Carl Purvis, Major Project Planner, HRM Development Approvals  
Tim Beed, HRM Development Approvals  
Alden Thurston, Planning Technician, HRM Development Approvals  
Iain Grant, Planning Technician, HRM Development Approvals  
Cara McFarlane, Planning Controller, HRM Development Approvals

### ALSO IN

#### ATTENDANCE:

Councillor Jennifer Watts, District 8  
Councillor Wayne Mason, District 7  
Rob MacPherson, Applicant  
Michael Napier, Michael Napier Architect & Associates, Architect  
Michael Moore

### PUBLIC IN

#### ATTENDANCE:

Approximately 24

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

### 1. Call to order, purpose of meeting – Carl Purvis

Case 19987 is an application to enter into a development agreement for a multi-unit residential development, eight to ten storeys in height, at 1034 to 1056 Wellington Street.

Mr. Purvis introduced himself as the Planner facilitating this application through the planning process; Tim Beed, Iain Grant, Alden Thurston and Cara McFarlane (HRM Development Approvals); Councillor Jennifer Watts (District 8); Councillor Wayne Mason (District 7); Rob MacPherson (Applicant), Michael Napier (Architect) and Michael Moore (Lawyer) – representing the applicant.

The purpose of the PIM is to identify to the community that HRM has received an application, give some background on the proposal and receive feedback from the public. This is purely for information exchange and no decisions are made at the PIM.

The Public Information Meeting (PIM) Agenda was reviewed.

### 2. Overview of planning process – Carl Purvis

The application was submitted a few months ago and a preliminary review was done along with discussions with the applicant and architect which brought us to this PIM portion of the planning process which will be followed by: a) a more detailed review; b) a summary to the Planning Advisory Committee (PAC); c) PAC will make a recommendation to Halifax and West Community Council (HWCC); d) Staff will prepare a staff report which would include the draft development agreement, and plans, to go before HWCC; e) HWCC has first reading on the

proposal and sets a public hearing (another opportunity for the public to comment); f) HWCC will make a decision on the proposal following the public hearing; g) HWCC's decision is followed by a 14-day appeal period through the Nova Scotia Utility and Review Board (NSUARB); h) if not appealed, the development agreement can be signed and registered with the Land Registry; and i) the developer can then apply for permits and proceed with the project.

### **3. Presentation of Proposal – Carl Purvis**

The site consists of four blocks, each currently housing a single unit dwelling. The site is surrounded by park, a university, hospitals and the street has a mix of single family homes along with homes containing several units. The lot is just short of 27,000 square feet in area (0.6 acres), and is within the South End Area of the Halifax Municipal Planning Strategy (MPS).

Pictures of the site were shown.

The planning policy that applies to this site is within the Halifax MPS. The property is zoned R-2A Zone, designated as medium density residential and located within Area 6 of the South End Secondary Plan. That notwithstanding, there has been a recent site specific policy change (Policies 7.7B.1 and 7.7B.2) that allows development agreements.

Some history on the site/application was given. The applicant applied for a plan amendment and a subsequent development agreement for the site. The plan amendment was applied for, just for these four properties, which allowed for something different than the zoning by-law and the existing policies would allow. An initiation report went to Regional Council. Staff was asked to obtain feedback from the public. At the end of the process, Regional Council voted to amend the Halifax MPS (January 13, 2015) to allow for a future development agreement. The site specific policies (7.7B.1 and 7.7B.2) were added to the existing policy. The site specific policy applies to those four properties. The policy speaks to a comprehensively designed residential multi-unit development.

HWCC has to consider the following when making their decision on the development agreement: a) building height transition to a maximum height of 30.5 metres or ten storeys whichever is less; b) a maximum amount of space that the building can fill (141,000 square feet in this case); c) enclosed parking; d) durable materials for the building design; e) access/egress patterns and minimize the impact of vehicles; f) the adequacy of servicing to the site; and g) a minimum of 50% of the building must be two bedrooms or more and spread throughout the development.

When the plan amendment was approved, Regional Council's motion included a statement to say that Council shall consider an application pursuant to this amendment of the MPS which shall be consistent with the applicable portions of the Halifax Downtown Design Guidelines, more specifically Sections 3.1, 3.2 and 3.3. HWCC's role when considering a development agreement is to ensure the intent of the policy within the Halifax MPS is being met within the development agreement. The staff report will make an assessment as to where the development agreement does and does not meet the Design Guidelines and HWCC's decision will be based on the MPS and Policies 7.7B.1 and 7.7B.2.

Some key features of the proposal: a) two towers of eight and ten storeys in addition to a top floor amenity space; b) 140,995 square feet of gross floor area envelope (measured by the latest plan from the architect); c) 170 dwelling units (60% have two or more bedrooms); d) 150 underground parking stalls (parkade entrance shown); and d) potential phasing of the project is being proposed.

The site plan and a rendering from the applicant were shown.

### **Presentation of Proposal – Michael Napier, Architect**

The latest version of the plan is a response to Regional Council's motion to be consistent with the Downtown Halifax Land Use By-law even though the site is not in the area. Some of those guidelines are introduced into the building at this time.

An explanation was given as to why some of the numbers on the plan were incorrect. This was adjusted and the total square footage of the building shows as 140,995 square feet.

The site plan was reviewed. In consultation with planning staff, an important aspect of the project was to work with the building's interaction with Wellington Street and its streetwall elevations. The front doors and stoops (with stairs) of the six ground floor units will enter directly off of Wellington Street with individual gates. The height and setbacks vary. Soft and hard landscaping give a sense of arrival. The main entrances have a canopy and are located on either side of the parkade entrance to try and integrate it into the overall streetwall. There is a narrow bridge between the two buildings to give the appearance of one building and gives the potential to phase the project. The reason for a form like this was to give eight corners as opposed to four allowing better lighting which people find more desirable.

**One resident** asked what the setback will be from Gorsebrook Park. **Mr. Napier** – The base will be up to the podium level, stepback and go up from there, approximately ten feet back from the park.

## **4. Questions and Comments**

**David Jamieson, Wellington Street** is concerned that there has been no mention of environmental protection measures. This feature is part of a development agreement and is very important in protecting Gorsebrook Park. One characteristic of the park is the soccer field and the topography is such that the stormwater drains directly toward the property. There is a catchment but he's not sure how the stormwater gets to the sewage system. He encouraged staff to approach Halifax Water to find that out. He has not been able to get an answer. The large, concrete walls of the three level parkade may change the pattern of the stormwater drainage and strongly suggests this be carefully considered under environment protection measures.

**Mr. Jamieson** pointed out the inconsistency between Mr. MacPherson's letter of submission and the plans themselves. The letter stated that a high percentage of bricks, wood and glass would be used on the street front portions of the building and the plans show materials that are similar to those used in an industrial park. He hopes the latter is not the case.

**Mr. Jamieson** – This crowded part of residential Halifax has a narrow street (60 feet) already with high density buildings. He is concerned about excavation that will be done and blasting. He proposes that the development be done without blasting. **Mr. Napier** – This is something that will have to be determined at the time of excavation. Blasting is not ideal yet some people prefer it over the prolonged tapping of the rock breaker.

**Chris Annand, Wellington Street** is disappointed with the new plans. Her expectations for the building design were higher. Regional Council had suggested incorporating design elements so the building would fit into the neighbourhood. The building may be attractive with its eight corners and some other features but the community sees it as very much a "downtown" building. This proposed building will be seen from many vantage points. The building is seen as

uninspired and adds nothing to the neighbourhood. This is an opportunity to create a landmark that people enjoy looking at from all angles.

**Ms. Annand** – If the Gorsebrook lands were to be developed, the Halifax MPS speaks to low rise and row housing. Transition is an element that has to be considered here. The community feels that two eight to ten storey towers does not meet the policy intent of transition in any jurisdiction. The two storey building on Inglis Street, five storey building across the street and the park should be considered.

**Ms. Annand** – Phasing to the community means living in a construction zone for many years. This is unacceptable in a residential area. Construction should be completed as soon as possible.

**Ms. Annand** – This is one of the few buildings in Halifax that will be seen from all angles; therefore, in terms of design, the back of the building should be similar to the front façade with some distinctive features like the individual entrances, steps and stoops. When you view the building from the park side, there should be a feeling of residency and a neighbourhood. She would like to see more angling on the building to allow more light penetration. If there is room for flexibility on the design, it would be nice for the residents to be engaged.

**Ms. Annand** – As far as construction, the street is narrow and may have to be closed off on one side, but the community is concerned about Gorsebrook Park being used as a construction support site. There should be a clause in the development agreement to deny any such use of the park and refusal by HRM of any permit applications to use that park for this reason.

**Ms. Annand** – There is a significant line of trees along the property line and perhaps on the developer's property. The building's podium being built to the property will be cause for lost trees. She recommends this development be held to a high standard and would like to see the trees replaced with larger, mature trees instead of the little saplings.

**Ms. Annand** – The building materials sound fine but without samples it is difficult to figure out exactly what kind of materials will be used. The residents would be interested and appreciate a meeting to view samples of what materials the developer plans to use on the building.

**Kirk Annand, Wellington Street** – Besides the building being too high and big, he is concerned about the protection of Gorsebrook Park and agrees with Ms. Annand that no permit be issued for the use of the parklands as a support for the construction site.

**Mr. Annand** – The destruction of mature trees is inevitable when constructing a podium next to the property line but hopes the developer will be required to plant large, mature trees rather than saplings.

**Mr. Annand** – Phasing will result in an extended construction time and disturbance to the residents on the street and suggests that time limits be imposed on the phases.

**Mr. Annand** – The appearance of the building is critical; therefore, he encourages the developer and architect to choose the highest quality of materials to enhance the appearance and longevity of the building that will match the character of the surrounding neighbourhood.

**Pat Whitman, Wellington Street** – To date, this is the sixth or seventh version of the design she has seen. She congratulated the developer for his success thus far and challenged him to design a structure that suits and complements the park setting and can be an icon and model for similar structures in this beautiful city of trees. The Regional MPS speaks to accommodating development within neighbourhoods, but maximizing square footage and destroying mature



trees is a characteristic of the develop maximizing profit without contributing to the livability and uniqueness of the area. The finishes shown on the plan are not compatible with the neighbourhood. It was recommended that the lower floors be faced with brick or a masonry look similar to nearby structures and the façade material choices express warmth rather than the cold, sterile look of an industrial structure. An opportunity should be given to the residents and park association to review the final exterior finishes when that time comes. On the Wellington Street side, more significant setbacks and streetwall designs should be introduced. The transition of the proposal is inappropriate for this area. There should be a transition on the west side where the building abuts the park. This development will destroy up to 30 mature trees just on one side. How will these be replaced? Before the development agreement is approved, a tree risk plan should be implemented to mitigate damaged and lost trees. Mature trees should be replaced with mature trees. She also requested a permit for access to the park for any construction vehicles, equipment or material storage, including the park right of way, be denied. The Development Officer is mentioned several times throughout the development agreement and she would like assurance that the Development Officer is made aware of all the residents' concerns and sensitivities in the area.

**Oriel MacLennan, Wellington Street, a member of the Park to Park Community Association** – Professional planning staff, the community and the neighbourhood have all expressed the most adverse reaction to this proposal and yet it seems to be proceeding regardless. This is an opportunity to build an iconic beautiful building. She has asked the following questions many times without receiving any answers.

**Ms. MacLennan** - Gorsebrook Park has a number of mature, substantial trees on and around the property contributing to the park, environment, health and well-being of many. How many trees are there on the subject property and in the park? Has a requisite and essential survey been undertaken? How will trees be protected and/or damaged ones replaced during construction? The community expects replacement with mature trees not juvenile saplings. During the construction time, does the owner propose to use the park for storing equipment and materials for the project? Will the public be properly compensated for said use? How will the developer compensate the city and public for any damage? Does the developer plan on insurance coverage? Is insurance mandatory in projects such as this one? Alternatively, does the developer plan to use Wellington Street to store construction materials and for how long? **Mr. Purvis** is not sure of the number of trees on the site. At the beginning of the process, an arborist and urban forester went to the site and did an assessment. It will be the arborist determining what species, size, etc. will be used in the tree remediation. The existing trees are protected during construction by placing a fence around the base of the tree. These details are laid out in the building permit process. **Mr. Napier** – It is inevitable that some trees will be lost (and replaced) but the developer feels strongly that this is a wonderful location and the park is important.

**Ms. MacLennan** - The addition of major concrete infrastructure in the corner of the park will change the flow of water in that area. How does the developer plan to address drainage patterns? Is the existing water and sewer infrastructure adequate for a project of this magnitude, not to mention the project further up the street? Although assurances have been given, there is still concern about potential flooding and sewer issues threatening existing properties. **Mr. Purvis** – When an application is received, HRM engineers and Halifax Water review them and provide comments. There were no concerns expressed by either. **Mr. Napier** – Pumping systems will intercept and take care of groundwater going through the site. He doesn't believe there would be any adverse effects on the field. It may actually help the current situation.

**Ms. MacLennan** – Wellington Street is a short, narrow, busy street and is barely passable for emergency vehicles and during the Winter, it is often reduced to a single lane and on-street parking is decreased due to snow banks. Adding heavy construction equipment and later

increase traffic will be problematic. HRM has assured the residents that a Traffic Impact Study (TIS) was done and all is well. Has the study been done properly? Where will visitors park? **Mr. Purvis** – the TIS is analyzed by HRM's engineers. He gave a brief explanation on how they are formulated. According to this study, there are no issues. **Mr. Napier** – There are no construction plans to date but a request may be made to close the sidewalk off for safety and access reasons. HRM engineers will decide on this. It is possible to store the construction materials on-site without closing a street.

**Janet Shotwell, Murray Place** – At a previous meeting, the planner at that time ensured the public that construction equipment would not be allowed in the park due to damages, compressing the soil and the other issues associated with heavy equipment on the property. The appearance of the building from the park should not be an eyesore. It is important that the backside of the building facing the park is as beautiful as the park. The developer's aspiration should be to construct a building as beautiful as the area that surrounds it. She is concerned about the building being up against the property line as there will be no room for trees around it. Phasing, if not done properly, can be drawn out over a long period of time causing more problems and issues. Is there an end time for phasing?

**Rebecca Jamieson, Fenwick Street** – When will the new version of the plan be posted on the website? **Mr. Purvis** will have those on the website tomorrow.

**Ms. Jamieson** – There was discussion on how the height of the top of the building was determined. She wondered about the phantom storey at the top of the building. What is the actual height of the building? There is a considerable common area shown at the top that opens onto the rooftop terrace. This closed common area is constructed very similar to the rest of the building and she is concerned that at a later point in time, this could be converted to additional units. Also, the square footage for the common area puts the project over its 141,000 square footage allowance. Why is this not included in the calculations? This will greatly impact the neighbours because it opens onto the rooftop terrace. **Mr. Purvis** – The policy states that a comprehensively designed multi-unit development would not exceed 30.5 metres in height, or ten storeys whichever is less, not including rooftop amenity space access and mechanical space. The height would be measured to the top of the roof of the tallest habitable floor (not parapet). The enclosed amenity space is included in the over square footage.

**Ms. Jamieson** is concerned about the excavation required for the three level parkade. Is there any bedrock there and if not, what will support the structure? Does the developer have a plan for possible flooding in the lower parkade/storage area? Has a geotechnical study been done? What provisions have been made to ensure the integrity of the underground part of the building? Who is liable if there is a problem that affects not only the building in question, but adjacent buildings as well? **Mr. Napier** – A geotechnical study has not been done yet.

**Ms. Jamieson** is also concerned with water runoff. The podium of the building will occupy the entire property replacing soil and greenery that currently absorbs the water. The west facing wall of the building will be facing the weather and tremendous runoff will be generated. The park already has berms of varying heights and will now have a side with a concrete wall and no absorbing capacity. Where will the stormwater management system be and what studies have been done? What provisions have been put in place to divert runoff from the west facing side of the building directly onto Gorsebrook Field? Who is responsible for the extra field maintenance and repairs due to extra runoff? Is the current stormwater sewer capacity in the Wellington and Inglis Streets area adequate and if not, who is liable? Currently, the Inglis Street drainage system routinely overflows. **Mr. Napier** – HRM requires roofs to be used for water retention and released slowly into the stormwater system (underground tanks can be used as well if it excess becomes a problem). Generally, any water that falls on the property has to be controlled by the owner.

**Ms. Jamieson** – There is a difference of 8,673 square feet of open space between versions 2 and 3 of the plan. **Mr. Napier** – The balconies are included as open space; therefore, when recalculations of the building were done, the balconies became bigger giving a larger number for open space.

**Ms. Jamieson** – The summary on the existing plan refers to 34 four-bedroom units. The plans show the location of the penthouses but she would like to know where the other four-bedroom units will be located. Have provisions been made for family-friendly units in this proposal?

**Mr. Napier** – Answers to a lot of these questions will come with time. Engineers, the architect and others have to sign off on plans; therefore, they will be responsible for certain areas.

**Beverly Miller, South Street** – There was a lengthy discussion regarding unanswered questions. She strongly suggested another PIM be held to answer these questions. **Mr. Purvis** – Many of the questions relate to the next phase of the application. There are no plans to host a second PIM.

**Ms. Miller** – Whether there will be blasting or rock breaking is a huge quality of life question and deserves an answer.

**Ms. Miller** – Halifax Council has a responsibility to focus development on areas that make the best sense but this application makes no sense at all. There are presently 3,000 apartments (mostly one and two-bedrooms) approved for the Peninsula alone but there are never any suitable for families. There is a massive building going in an established neighbourhood when there is no desire for it. Density is talked about all the time. What is meant by density?

**Ms. Miller** – There should be some compensation for the people who live in the area due to construction. There were no assurances that the developer was not going to use the park for staging.

**Ms. Miller** encouraged the residents to do their own traffic study. The results can be very different.

**Alan Ruffman, Fergusons Cove Road** – Is the bridge a walkway between towers? **Mr. Purvis** – There are two units (each ending in the middle of the bridge) on each floor.

**Mr. Ruffman** noted that this is a decision of HWCC. Two Councillors that sit on that Committee were in attendance but he is disappointed that the Councillor who represents a small portion of the Peninsula was not present.

**Mr. Ruffman** would like to see Council think about making a planning change in order to prevent construction taking place up to the property line when facing a park for protection purposes.

**Mr. Ruffman** – A plan amendment is not appealable to the Nova Scotia Utility and Review Board (NSUARB). The Provincial government is currently looking at making changes to the Provincial Government Act and he encouraged the two Councillors present to ask for a staff report that would become public and allow participation in that process.

**Mr. Ruffman** – He encouraged the residents, in one year's time, to think about who should be running the Halifax Council.

## **5. Closing Comments**

**Mr. Purvis** thanked everyone for coming and expressing their comments. Updated plans will be on the website as of tomorrow and additional updates and dates will be posted as they become available.

## **6. Adjournment**

The meeting adjourned at approximately 8:45 p.m.



# Attachment D

## January 25th PAC Comments

PO Box 1749  
Halifax, Nova Scotia  
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### MEMORANDUM

TO: Chair and Members of the Halifax and West Community Council  
CC: Tim Beed, Planner

FROM: Mr. Brenden Sommerhalder, Chair, Districts 7 & 8 Planning Advisory Committee  
DATE: January 26, 2016

SUBJECT: **Case 19987: An application by Dino Capital Limited to enter into a Development Agreement allowing a multi-unit residential development of 8 and 10 storeys in height (plus top floor common area). The proposed development would contain 176 residential units and 144 underground parking stalls within 2 levels off a single driveway. The proposed development is situated on 26,959 sq. ft. with 57.5% lot coverage at 1034, 1042, 1050 and 1056 Wellington Street, Halifax.**

The Districts 7 & 8 Planning Advisory Committee received a staff memorandum dated January 25, 2016 and heard a Staff presentation on Case 19987 at their January 25, 2016 meeting. The following recommendation to the Halifax and West Community Council was agreed to by the Committee.

*A motion passed as amended that the Districts 7 & 8 Planning Advisory Committee has reviewed the application by Dino Capital Limited to enter into a Development Agreement allowing a multi-unit residential development of 8 and 10 storeys in height (plus top floor common area) and recommends approval of the application as contained in the staff memorandum package dated January 25, 2016, providing the following considerations:*

1. *The Committee does not support phasing of the development.*
  - a. *If phased, the south wall materials are given further consideration (i.e. permanent vs temporary cladding).*
  - b. *If phased, and if second phase is not complete within a given time, there is an expiry clause.*
  - c. *If phased, policies are preserved and consistent throughout each phase of the development, for example, unit mixture requirements should be met within each phase.*
2. *3-4 storey townhouses on front face of the building are instituted (as opposed to facades).*
3. *Respective heights of the towers be reduced to 8 and 5 storeys north to south.*
4. *An increased tower separation on North side of the proposal (at least 75 feet).*
5. *Consideration is given to greenspace and ensuring access to rooftop greenspace.*
6. *Staff does not permit encroachment onto Gorsebrook Park during construction.*
7. *Retention of the existing tree canopy both in the park and on the site and that the developer works with the HRM urban forester. Furthermore, a vegetative screen or soft-scaping along the property's podium is ensured.*

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Office of the Municipal Clerk

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8. *Building materials of at least 40% window to 60% wall ratio.*
9. *A quantitative wind study be performed.*
10. *That the three-bedroom units be full three bedrooms (i.e., not 2 bedroom plus den).*
11. *The Committee supports the inclusion of affordable units.*
12. *The Committee values diversity of unit mixture as prescribed in the current Municipal Planning Strategy.*
13. *The Committee strongly values setbacks at the east and west of the proposal.*

This recommendation has been provided to HRM planning staff for review and consideration, and will be addressed in their staff report to the Halifax and West Community Council.