



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

**Item No.8.1.3**  
**Halifax and West Community Council**  
**March 30, 2021**

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

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

**DATE:** March 10, 2021

**SUBJECT:** **Case 20871: Development Agreement for Lands located at Almon and St Albans, Halifax**

---

**ORIGIN**

Application by WSP Canada Inc, on behalf of Westwood Developments Ltd.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to develop a mixed-use development on lands located on Almon Street and St. Albans Street, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the development agreement be signed by the property owner within 240 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

WSP Canada Inc, on behalf of Westwood Developments Ltd., is applying to construct a large scale development project with five building towers (the “Building Elements”) on lands located between St. Albans and Almon Streets in Halifax. The buildings would contain a mix of residential and commercial uses and are connected by a large parking garage underground with two connecting driveways above ground.

<b>Subject Site</b>	PID 00005116
<b>Location</b>	Almon Street and St. Albans Street
<b>Regional Plan Designation</b>	Urban Settlement
<b>Community Plan Designation (Map 1)</b>	Centre in the Regional Centre Municipal Planning Strategy
<b>Zoning (Map 2)</b>	CEN-2 (Center-2) in the Regional Centre Land Use By-law
<b>Size of Site</b>	17128.5 sq. metres (184,270 sq. feet)
<b>Street Frontage</b>	154.8 m (507.87 ft) on Almon Street and 120 m (393.7 ft.) on St. Albans Street
<b>Current Land Use(s)</b>	Presently Vacant and Under Construction.
<b>Surrounding Use(s)</b>	Mix of various commercial uses, vehicle repair, crematorium, residential to the west

### **Proposal Details**

The applicant proposes to construct a large building with five towers above ground. Renderings of the proposal are provided in Attachment D.

When assessed using the building code, the proposal encompasses one building as there is a shared parking garage that runs underneath all of the Building Elements. The development agreement describes each tower as a separate building element and will be described in this manner throughout the report. The major aspects of the proposal are as follows:

- a) Building Element A:
  - i. Maximum height of 103.3 m and 30 storeys;
  - ii. Maximum of 257 residential units;
  - iii. Maximum of 1,397 sq. metres of commercial space;
  - iv. The minimum unit size of a 2 bedroom unit will be 102.2 sq. metres; and
  - v. The minimum unit size of a 3 bedroom unit will be 125 sq. metres.
  
- b) Building Element B:
  - i. Maximum height of 32 m and 8 storeys;
  - ii. Maximum of 94 Residential units; and
  - iii. Maximum of 1,753 sq. metres of commercial space.
  
- c) Building Element C:
  - i. Maximum height of 47.39 m and 13 stories;
  - ii. Maximum of 110 residential units; and
  - iii. Maximum of 1,124 sq. metres of commercial space.
  
- d) Building Element D:
  - i. Maximum height of 41.83 m and 12 storeys;
  - ii. Maximum of 86 residential units; and
  - iii. Maximum of 352 sq. metres of commercial space.
  
- e) Building Element E:
  - i. Maximum height of 40.55 m and 10 storeys;
  - ii. Maximum of 65 residential units; and
  - iii. Maximum of 324 sq. metres of commercial space.

- f) Building Element Townhouses:
  - i. Maximum height of 9.14m and 3 storeys; and
  - ii. Maximum of 8 residential units.
  
- g) Parkade
  - i. Maximum of 28,169 sq. metres; and
  - ii. A maximum of 550 parking spaces.

### **Application History**

Prior to making an application to develop the site, the developer engaged the public in an ideas fair and an open house to help inform their design. This input led to the submission of an application with HRM in the fall of 2016. Staff worked with the applicant on their proposal to help refine the submission to suit the site. The developer replaced the architecture firm working on the site design in 2018 which resulted in a modified design approach more focused on better integration of the proposal into the existing street grid, a reduction in the number of surface parking spaces and redistributing the density on the site. Staff continued to work with the applicant on various issues with the design, resulting in a total of 14 revisions to the original application over the course of over 4 years.

### **Centre Plan**

Policy 10.25 of the Regional Centre MPS includes transition policies that enable applications submitted before the advertising of Council's intent to adopt the new plan to be considered under the policies of the previous MPS. This application was submitted in 2016, well in advance of the 2019 Regional Centre Plan public hearing advertisement. Therefore, Council may consider this application under the original Schedule Q policies of the Halifax Municipal Planning Strategy which formerly applied to the property.

Policy 10.25 states that "*...applications that have not proceeded to public hearing within 24 months of the adoption of this Plan shall be subject to all applicable requirements of this Plan and the Land Use By-Law.*" Should this application ultimately be refused, the subject site would then be governed by the Centre Plan and will be eligible for development subject to the requirements of the Regional Centre Land Use By-law.

While the Centre Plan allows for development on this site, Policy 10.25 directs Council to review the proposal against the policies that were in effect at the time of application. While there were aspects of the development that used Centre Plan regulations as a baseline for discussions with the applicant given that they are amongst the newest standards in HRM and represent best practice for urban development within HRM, the Centre Plan is ultimately is not the standard against which this development agreement is to be evaluated. As such, density bonusing does not apply to this proposal.

Policy 10.26 of the Centre Plan requires that the project have commencement dates not exceeding 3 years and must be completed within 6 years. In addition, the Centre Plan (Policy 10.28) allows for one request to amend the commencement and completion dates of up to a maximum of 1 year for commencement and 2 years for completion.

### **Enabling Policy and LUB Context**

Policies 2.3.1, 2.3.2 and 2.3.3 of the Halifax MPS were in effect when this application was made. These policies allowed for the consideration of residential and mixed-use buildings by development agreement, provided the land was located on Schedule Q of the LUB. These policies have since been deleted from the Halifax MPS, but Policy 10.25 of the Centre Plan allows for the consideration of these policies on these lands as this application predates the Centre Plan.

Policies 2.3.1, 2.3.2 and 2.3.3 of Section XI of the Halifax MPS allowed Community Council to consider residential or mixed-use buildings for lands located within this commercial designation through the development agreement process. The provisions of Schedule Q were established to address the challenge of introducing new residential uses into existing commercial and industrial areas by negotiating, on a site by site basis, the conditions of a development agreement including:

- the creation of an adequate environment for residential living on sites which may be surrounded by commercial and industrial uses; and
- providing for the continued operation of adjacent commercial and industrial uses without being encumbered by new residential uses.

The policy was intended to control the potential land use conflicts, ensure adequate road connections, provide high quality design and have appropriate, high quality amenity space.

The subject site is zoned CEN-2 under the Centre Plan which would allow for development on the site of a maximum Floor Area Ratio (FAR) of 4.25 and a maximum height of 90 metres if development was pursued via the Centre Plan's Site Plan Approval process. CEN-2 is amongst the most permissive zones in the Centre Plan relative to use, and allows for a wide range of residential, commercial and institutional uses.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area a public workshop held on January 22, 2019. Attachment C contains a copy of a summary from the meeting. The public comments received include the following topics:

- liked the neighbourhood concept;
- liked mobility through the site;
- liked building design;
- concerns were raised around traffic and parking; and
- concerns were raised around the height of the towers

A number of applicant-led engagement events were also completed by the proponent earlier in the process which helped inform their design proposal. A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

### **Halifax Planning Advisory Committee**

On February 25, 2019 the Halifax Planning Advisory Committee (PAC) recommended that the application be approved based on the following items:

- Values diversity in building forms across site;
- Appreciates efforts to incorporate affordable housing within development, and encourage inclusion of affordable housing units dispersed throughout site;
- Recommends housing units be represented in all unit types;
- Recommends incorporation of traffic-slowing measures in shared pedestrian-focused space;
- Recommends a maximum 3 storey street-wall or other efforts to prioritize pedestrian experience;
- Appreciates step-backs in building design to improve pedestrian experience, and encourages additional step-backs on Building Element C;
- Values efforts by developer to elicit public input on design;
- Appreciates the inclusion of cultural space and unique design elements of Building Element E; and
- Recognizes and appreciates that the building design is in line with proposed Centre Plan parameters.

The development agreement maintains much of what was recommended by PAC. Halifax PAC referenced affordable housing and the inclusion of cultural space in Building Element E. While the developer has expressed an intention to develop a portion of the site for affordable housing, nothing in the development agreement requires this, nor can it become part of the agreement within the framework of planning policy applicable to this application. Building Element E, in its original design, was intended to be used for a cultural space, however, the applicant was unable to secure a lease for the building element, and this space will instead operate as a mixed- use building.

A report from the PAC to Community Council will be provided under separate cover.

## **DISCUSSION**

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

### **Proposed Development Agreement**

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

- Controls the massing, height and colours of the Building Elements;
- Allows a maximum of 520 residential units;
- Allows 3,826 sq. m of commercial floor space;
- Allows for 5 towers and 1 row of townhouses;
- Requires a minimum of 50% of the residential units to be 2 bedrooms;
- 10% of the units in Building Element A will be a minimum of 3 bedrooms;
- Allows for 4,950 sq. m of commercial space;
- Provides a shared street design for multi-modal transportation through the site; and
- Requirements for landscaping including the provision of interim landscaping should areas of the site remain undeveloped for 18 months.

Non-substantive items are items that can be considered by a resolution of Council without requiring a full public hearing. Policy 10.27 of the Centre Plan only allows amendments to existing development agreements for items that have been deemed non-substantive. The following items have been identified as non-substantive:

- Changes to the landscaping plan as detailed in Section 3.12 or which, in the opinion of the Development Officer, do not conform with Schedule C;
- Changes to enable the conversion of the parking podium for the building located on Gladstone Street which is located adjacent to the townhouses in the southern corner, to townhouses;
- Reduction in the heights of the Building Elements;
- The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

The attached development agreement will permit this mix of residential and commercial uses subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

### **Surrounding Context**

Policy 2.3.3 (deleted) of the Halifax MPS states that Council shall consider “...*the relationship of new development to adjacent properties and uses; and the mitigation of impacts on the amenity, convenience and development potential of adjacent properties through effective urban design and landscape treatment.*” This site is within a mixed-use area that abuts commercial properties to the northeast, residential areas to the southwest with a mix of industrial and commercial land uses to the east. The tallest heights in the project are centred in the middle of the site fronting along Almon Street, away from adjacent residential properties and towards the large-scale commercial uses to the north. The proposed land uses provide a transition from the commercial and industrial land to the east, with a mix of commercial and residential land uses on St. Albans Street, to higher density residential on Almon Street. The land on St. Albans and Clifton Streets are zoned CEN-2 under the Centre Plan, which speaks to a desire to transition the land uses from the existing industrial and commercial uses to a more commercial/ residential mix.

### **Site Design**

The development site is broken up into 3 phases: Phase 1 includes Building Elements A and B, located in the centre of the site; Phase 2 includes Building Elements C and E located to the north; and Phase 3 includes Building Elements D and Townhouses located to the south.

The development agreement allows for the development of any phase in any order but does require that all Building Elements in each phase be completed to prevent partial construction of these Building Elements. The phases are separated by the extension of King Street and Clifton Street, in the form of a common shared private driveway designed to allow vehicles, cyclists and pedestrians to access the site. The site also includes a landscaped parcel in its southern corner which is designed to function as a pocket park. The large podium in the centre of the site includes a large pedestrian pass-through, which serves to further break up the site and increase the porosity of the site.

### **Building Design**

All of the Building Elements share a consistent and cohesive design that uses contrast to create visual interest, and light colour to reduce the visual impact of the buildings. The buildings are well articulated with high levels of transparency and frequent entry points. All of the Building Elements on the site have a three storey streetwall, with varying stepbacks ranging from two to six metres. The staff report provides a discussion on some of the design elements that are required under Centre Plan for discussion purposes only. The policies that were used to evaluate this proposal were the Schedule Q policies (Policies 2.3.1, 2.3.2 and 2.3.3 of Section XI of the Halifax MPS) and Council is bound to consider these policies when considering the suitability of this proposal.

Building Element A is the largest tower on the site, reaching 30 storeys in height and possessing a large tower floor plate of approximately 1,300 sq. m. A floor plate is the amount of square footage on a given floor of a building. Staff worked with the applicant to reduce the visual impact of this building but remain concerned that the floor plate is quite large and could be over powering in the area, especially when considering the height of this Building Element. As a source of comparison, if this site were to be developed via Centre Plan policies, the floor plate of the tower would be limited to a maximum 750 sq. m. The architect has attempted to respond to staff's concerns by incorporating colour to create visually striking elements of the building and to help break up the massing of the tower. The design incorporates bands of white to outline vertical sections of the building against darker colours, to create definition and break up the massing. White is again used to define belts around the middle of the building and again at the top, which provides horizontal definition to the tower and further breaks up the massing. Because of the importance of colour in the design, changes to colour is not listed as a non-substantive amendment in the agreement.

### **Tower Plates**

The tower plates of the proposed Building Elements are as follows:

- Building Element A: Approximately 1,300 sq. m
- Building Element B: Approximately 1,099 sq. m
- Building Element C: Approximately 717-769 sq. m
- Building Element D: Approximately 699- 782 sq. m
- Building Element E: Approximately 649-685 sq. m

The Centre Plan restricts tower plate dimensions to a maximum of 750 sq. m for buildings over 26 m tall. This restriction was included in the Centre Plan where more slender buildings tend to create more favourable conditions surrounding the building in relation to both shadow and wind impacts. Mitigation of these two impacts are in addition to the aesthetic benefits that tall, slender buildings provide. Generally, a tower plate of 750 sq. m. allows for a total of eight average sized units per floor while also allowing for hallway circulation space, elevators, mechanical space, and stairwells. With the exception of Building Element A and Building Element B, the proposed tower plates generally reflect the desired built form that is identified in the Centre Plan.

Building Element A has a very large tower plate and is the tallest building element on the site. The developer expressed a need for a large tower plate to create large units to accommodate families. While staff remain concerned about the potential impact of such a large tower plate, the opportunity to create larger units geared to families is also important. To ensure that this is the outcome, the development agreement contains requirements for 65% of the units to be 2 bedrooms, and within Building Element A, 10% of the units must be 3 bedrooms or more. The development agreement also stipulates that the minimum size of these units within this building element will be as follows: 2-bedroom unit will be 102.2 sq. m (1,100 sq. ft); and a 3-bedroom unit will be 125.4 sq. m (1,350 sq. ft). Acknowledging that this floor plate is higher than would otherwise be supportable, the aforementioned unit diversity and commitment to larger family-sized units is also significantly higher than would otherwise be required in the Centre Plan.

Building Element B is an 8-storey, 29 m tall, not including the rooftop mechanical (32 m including rooftop mechanical), building that has a tower plate of 1,099 sq. m. The Centre Plan states that any building over 26 m in height is a high-rise building and would then trigger a maximum tower plate dimension of 750 sq. m. While this is modestly taller than the tall mid-rise form identified in the Centre Plan, the form and setbacks generally comply with the Centre Plan and the development agreement can control the quality of the design to reduce the visual impact of the size. The building uses light colour on the ground floor and darker colours on the upper floor to make the building appear lighter and to help define the low-rise section of the building separately from the mid rise section of the building.

### **Common Shared Private Driveway**

Policy 2.3.3 (deleted) of the Halifax MPS requires that the proposal should appropriately integrate the development into the traditional street grid system and discourage traffic from infiltrating through existing neighbourhoods. The proposal has a common shared private driveway that is designed as a shared street concept that would be used for all forms of mobility - pedestrians and wheeled or motor vehicle. This would slow traffic in this area making it less attractive for shortcutting and encouraging principal streets to be used instead. These driveways are proposed as extensions of the existing neighbourhood streets, King Street and Clifton Street. While they are not public streets, they replicate the existing grid pattern and break up the development block and improve neighbourhood connectivity options.

### **Amenity Space**

The Schedule Q policy directs Council to consider if the proposal is providing a high-quality open space and amenity areas for the residents of the site. Amenity space will be provided in accordance with the requirements of the Centre Plan, and include private balconies, shared common areas inside the buildings, and on the rooftop. The proposal also includes a landscaped area in the southern section of the site, which functions as a pocket park. The proposed landscaping also serves to reduce the wind impact of Building Element A, while, at the same time providing attractive amenity space on the site. The landscaping plan identifies that pavers and vegetation will be used throughout the development, to enhance the design of the site.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The proposal integrates the site into the existing traditional grid system, the design and layout encourage vehicular traffic to use principal streets, and the

buildings provide a high-quality design at street level. Therefore, staff recommend that the Halifax and West Community Council approve the proposed development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2020-2021 operating budget for Planning and Development.

### **RISK CONSIDERATION**

As referenced earlier in this report, applicable Regional Centre Plan policies allow this development to be considered under the former policies of the Halifax MPS. However, these policies note that if the application is refused or significantly altered, development of the site would need to proceed via the Site Plan Approval process as identified under the Land Use By-law. Staff advise that the proposal contained within this report would need to be altered significantly were the development to be considered within the context of new Regional Centre Plan policies.

Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

### **ALTERNATIVES**

1. Halifax and West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*. Any modifications would need to be assessed as not “significantly altering” the proposal so as to comply with Regional Centre Plan policy 10.25.
2. Halifax and West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

### **ATTACHMENTS**

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies

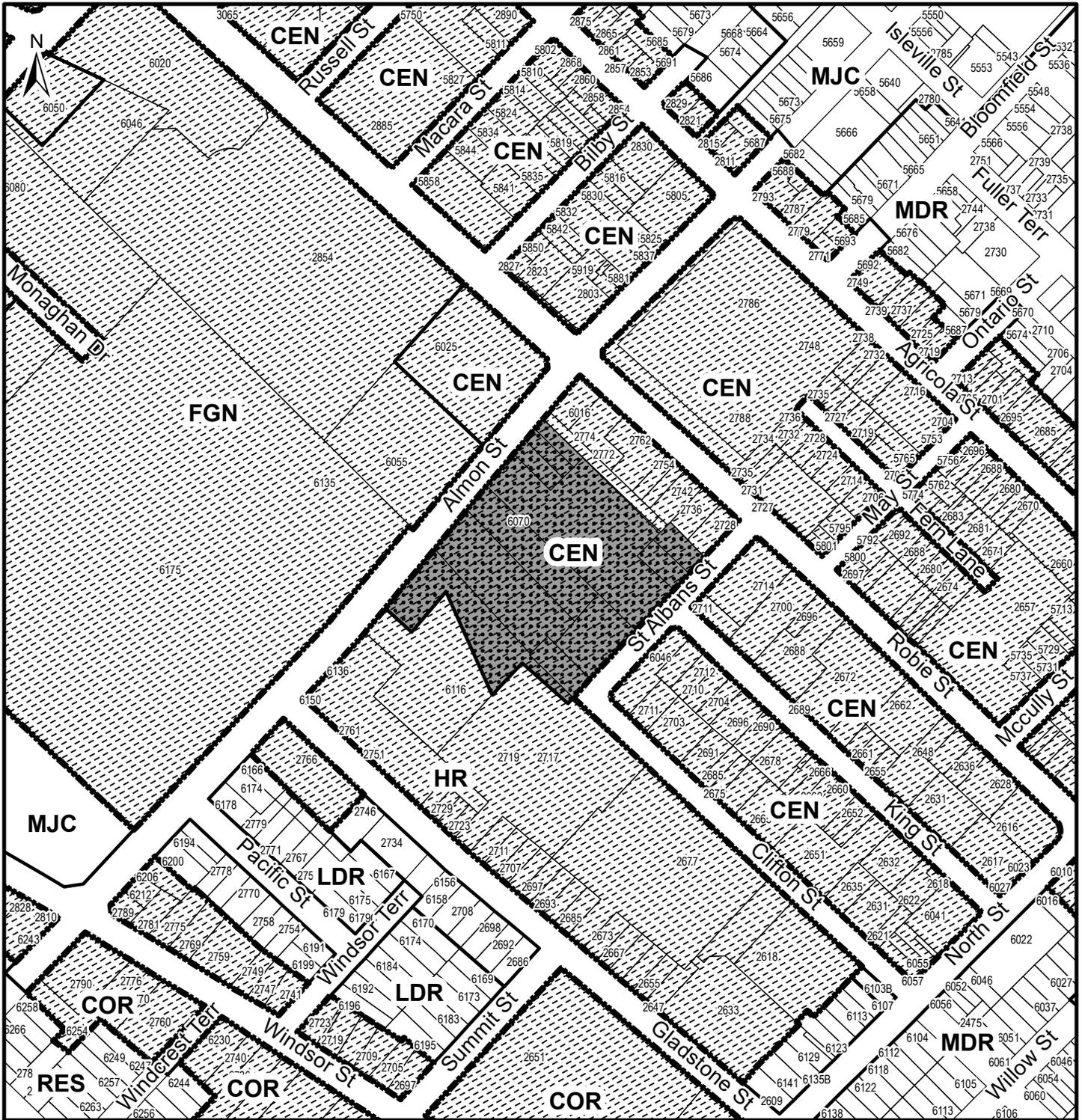
Attachment C: Community Engagement Report  
Attachment D: Proposal Renderings

---

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

Report Prepared by: Jennifer Chapman, Planner III 902.225.6742

---



**Map 1 - Generalized Future Land Use**

6070 Almon St  
Halifax

-  Subject Property
-  Regional Centre Package A

Regional Centre  
Plan Area

- Designation - Halifax Peninsula**
- LDR Low Density Residential
  - MDR Medium Density Residential
  - MJC Major Commercial

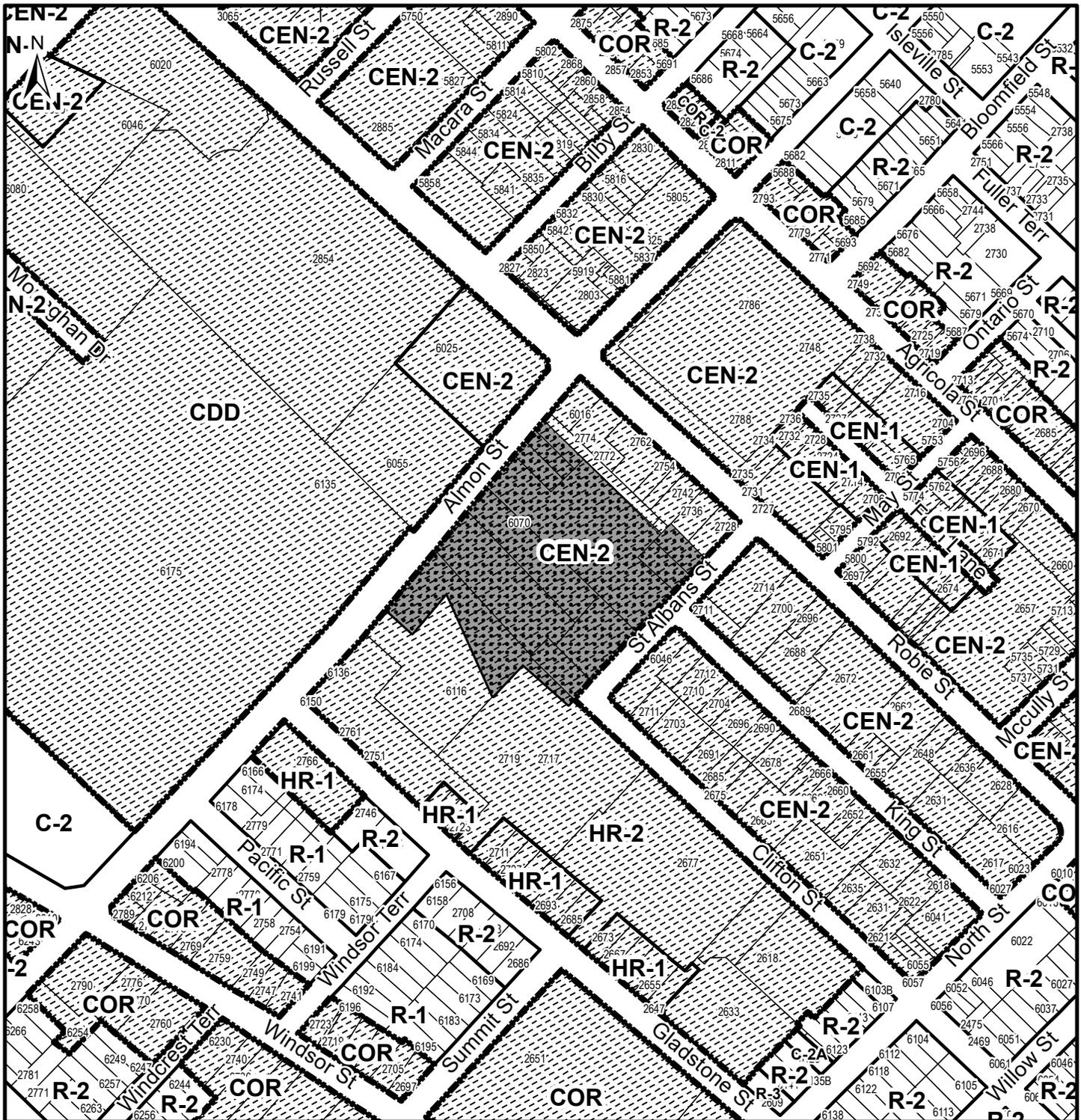
- Designation - Regional Centre**
- CEN Centre
  - COR Corridor
  - FGN Future Growth Node
  - HR Higher-Order Residential

**HALIFAX**



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

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



**Map 2 - Zoning**

6070 Almon St  
Halifax

-  Subject Property
-  Regional Centre Package A

Regional Centre  
Land Use By-Law Area

**Zone - Halifax Peninsula**

- C-2 General Business
- C-2A Minor Commercial
- R-1 Single Family Dwelling
- R-2 General Residential
- R-3 Multiple Dwelling

**Zone - Regional Centre**

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

**HALIFAX**



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

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

Attachment A: Proposed Development Agreement

THIS AGREEMENT made this      day of **[Insert Month]**, 20\_\_,

BETWEEN:

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

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 6070 Almon Street, Halifax (PID 00005116) 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 multi-unit residential development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 10.25 of the Regional Centre Secondary Municipal Planning Strategy, and pursuant to Policies 2.3.1, 2.3.2 and 2.3.3 of the Halifax Municipal Planning Strategy and Section 92 of the Halifax Peninsula Land Use By-law;

**AND WHEREAS** the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Case Number 20871;

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

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

### **1.5 Costs, Expenses, Liabilities and Obligations**

- 1.5.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

### **1.6 Provisions Severable**

- 1.6.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## 1.7 Lands

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## PART 2: DEFINITIONS

### 2.1 Words Not Defined under this Agreement

- 2.1.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

### 2.2 Definitions Specific to this Agreement

- 2.2.1 The following words used in this Agreement shall be defined as follows:
- (a) **Amenity Space:** means indoor or outdoor spaces designed for leisure or recreational activities by the occupants of a building.
  - (b) **Building Element:** means every continuous enclosed area within exterior walls on a lot, built, erected, and framed of a combination of materials, whether portable or fixed, having a roof, to form a structure for the shelter of persons, animals, or property above grade.
  - (c) **Common Shared Private Driveway:** means a shared private driveway located on the Lands which provides access to/from each of the multi-unit Building Elements, and to/from the Municipal public streets.

## 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 20871:**

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Landscaping Plan
Schedule D	Building Element A Elevations
Schedule E	Building Element B Elevations
Schedule F	Building Element C Elevations
Schedule G	Building Element D and Townhouses Elevations
Schedule H	Building Element E Elevations
Schedule J	Screening and Wind Mitigation Details
Schedule K	Floor Plate Plans
Schedule L	Commencement

### 3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of any municipal Permits, the Developer shall complete the Multi-unit/Industrial/Commercial/Institutional/Commercial (MICI) permit application review process.

- 3.2.2 Prior to the issuance of a Grade Alteration Permit, the Developer shall post securities in accordance with Section 4.5.1 of this Agreement to the Development Officer, unless otherwise permitted by the Development Officer.
- 3.2.3 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Construction schedule that lists the construction timing for each phase;
  - (b) Confirmation that the Common Shared Private Driveway has been constructed in accordance with Section 3.9 (Parking, Circulation and Access) and Schedule B (Site Plan), and which shall be reviewed and approved by the HRM Development Engineer and HRM Fire Services; and
  - (c) Notwithstanding 3.2.3 (b), the Common Shared Private Driveway may be constructed to completion concurrently with the First Phase of development.
- 3.2.4 Prior to the issuance of an Occupancy Permit, the Developer shall provide confirmation from a Licensed Architect that the Building Elements comply with the requirements of Section 3.6.1.
- 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.

### **3.3 General Description of Land Use**

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for the Regional Centre, as amended from time to time; and
  - (b) Amenity Space in accordance with the requirements of the Land Use By-law for the Regional Centre, as amended from time to time.

### **3.4 Phasing**

- 3.4.1 The Lands shall be developed in three phases. Each phase includes multiple Building Elements that must be completed as part of that phase. These phases may be constructed in any order and may be constructed concurrently but all of the Building Elements identified in each phase must be completed as follows:
- (a) Phase 1: Building Element A and Building Element B
  - (b) Phase 2: Building Element C and Building Element E
  - (c) Phase 3: Building Element D and Building Element Townhouses
- 3.4.2 Notwithstanding any permits issued for the development of the parking structure as shown on Schedule L, prior to the issuance of any Development Permit, the Developer shall provide the following to the Development Officer:
- a) A Landscaping Plan in accordance with Section 3.11 and 3.12 of this agreement;
  - b) A Lighting Plan in accordance with Section 3.10 of this agreement; and
  - c) Detailed design of the Common-Private Driveway, designed by a Professional Engineer and approved by the Development Engineer and Fire and Emergency Services.

### **3.5 Unit Mix**

3.5.1 The development shall be developed in accordance with the following:

- a) Building Element A:
  - i. Maximum of 257 residential units
  - ii. Maximum of 1397 sq. metres of commercial space
  - iii. 65% of the residential units shall be a minimum of 2 bedrooms
  - iv. 10% of the residential units shall be a minimum of 3 bedrooms
  - v. The minimum unit size of a 2-bedroom unit shall be 102.2 sq. metres
  - vi. The minimum unit size of a 3-bedroom unit shall be 125 sq. metres
- b) Building Element B:
  - i. Maximum of 94 Residential units
  - ii. Maximum of 1,753 sq. metres of commercial space
- c) Building Element C:
  - i. Maximum of 110 residential units
  - ii. Maximum of 1,124 m2 of commercial space
- d) Building Element D:
  - i. Maximum of 86 residential units
  - ii. Maximum of 352 sq. metres of commercial space
- e) Building Element E:
  - i. Maximum of 65 residential units
  - ii. Maximum of 324 sq. metres of commercial space
- f) Building Element Townhouses:
  - i. Maximum of 8 residential units
- g) Parkade:
  - i. Maximum of 28,169 sq. metres
  - ii. A maximum of 550 parking spaces
  - iii. Access points to the parkade shall be as shown on Schedule B

3.5.2 A bedroom shall be considered any room other than a kitchen, bathroom, living room or dining room that is a minimum size of 6.5 sq. metres with a minimum dimension of 2.2 metres in any direction.

3.5.3 A minimum of 50% of the total number of residential units on the Lands shall be a minimum of 2 bedrooms. Prior to the issuance of any Development Permit, the Developer shall provide the Development Officer with a unit breakdown tracking sheet.

### **3.6 Siting and Layout**

3.6.1 The Building Elements siting, mass, colour, materials, design and scale shall be in accordance with the Schedules attached to this Agreement.

3.6.2 The private driveways, parking areas, landscaping, mechanical vents and wind mitigation measures shall be sited as generally shown on Schedule B and in accordance with Schedule J.

### **3.7 Tower Plates**

3.7.1 The Building Elements shall be as generally shown on Schedule K.

### **3.8 Architectural Requirements**

- 3.8.1 The main entrances to the Building Elements shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. Each Building Element that fronts on Almon Street shall provide at least one main door shall facing Almon Street. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.8.2 The façades facing Almon Street shall be designed and detailed as primary façade for Building Element A and Building Element D. The façades facing the Common Shared Private Driveway shall be designed and detailed as the primary façade for Building Element B, Building Element C Building Element E and the Townhouses. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules of this agreement.
- 3.8.3 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules of this agreement.
- 3.8.4 Any exposed foundation in excess of 0.6 m in height and 1.5 sq. metres in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.8.5 Exterior building materials shall not include vinyl siding and shall be provided as shown on the Schedules. Notwithstanding this material that is an acceptable equivalent to the material shown in the Schedules of this agreement, and with confirmation from a Licensed Architect, in the opinion of the Development Officer, may be substituted.
- 3.8.6 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.
- 3.8.7 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are screened or not visible from Almon Street, the Common Shared Private Driveway or abutting residential properties and be as shown on attached schedules. Furthermore, no mechanical equipment or exhaust fans shall be located between the Building Elements and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented.
- 3.8.8 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.8.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.8.10 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter and encourage pedestrian movement.

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

- 3.9.1 The Common Shared Private Driveways shall be sited as generally shown on Schedule B.
- 3.9.2 The parking area shall be sited as shown on Schedule B. The parking area shall maintain, at a minimum, setbacks from the property lines as shown on the plan.
- 3.9.3 The parking area shall provide a maximum of 30 surface parking spaces and a maximum of 550 indoor parking spaces.
- 3.9.4 The parking and circulation area of the Lands shall be hard surfaced with pavers and concrete as shown on Schedule C.

### **3.10 Outdoor Lighting**

- 3.10.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.10.2 Further to subsection 3.10.1, prior to the issuance of a Development Permit for any phase of the development, the Developer shall submit a Lighting Plan prepared by a Qualified Professional to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:
  - a) The location, on the building and on the premises, of each lighting device; and
  - b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.
- 3.10.3 The information used to satisfy the requirements of this section may be included on the Comprehensive Site Plan, or a Site Plan for any Phase, provided the Development Officer is satisfied of compliance with this Agreement.

### **3.11 Landscaping**

- 3.11.1 Landscaping shall be provided as shown on Schedule C and shall include both the hard and soft landscaping shown on Schedule C.
- 3.11.2 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.
- 3.11.3 Notwithstanding any permits issued for the parking structure, prior to the issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.11.4 Notwithstanding Section 3.11.1 and 3.11.3, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all

costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **Interim Landscaped Areas**

- 3.12.1 If any Phase of development is identified on the construction schedule as provided in accordance with clause 3.2.3 a), as commencing 18 months after commencement of the first phase of construction, landscaping shall be provided on this phase. Commencement shall be determined in accordance with Section 7.3.
- 3.12.2 The design of the interim landscaped area shall be included on an Interim Landscape Plan required in accordance with the requirements of Section 3.12.
- 3.12.3 The Interim Landscape Plan will include hard and soft landscaping designed to buffer and screen unsightly elements, such as, but not limited to, exposed foundations, the top of the parkade, and any undeveloped site.
- 3.12.4 Notwithstanding any permits issued for the parking structure, prior to the issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.12.5 Notwithstanding Section 3.12.1 where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of an Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.13 Maintenance**

- 3.13.1 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 Common Shared Private Driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.13.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.14 Signs**

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

### **3.15 Temporary Construction Building**

3.15.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.16 Screening**

3.16.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.16.2 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Almon Street and residential properties along the south east property line. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.16.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from the Common Shared Private Driveway or incorporated in to the architectural treatments and roof structure.

3.16.4 Any mechanical equipment shall be screened from view from in accordance with Schedule J.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

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

### **4.2 Off-Site Disturbance**

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

### **4.3 Undergrounding Services**

4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to all Building Elements shall be underground installation.

### **4.5 Outstanding Site Work**

4.5.1 Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit, notwithstanding any permits issued for the parking structure) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

#### **4.6 Solid Waste Facilities**

- 4.6.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time.
- 4.6.2 Refuse containers and waste compactors shall be confined to the loading areas of each building and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.6.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

### **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

#### **5.1 Private Storm Water Facilities**

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

#### **5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

#### **5.3 Archaeological Monitoring and Protection**

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

#### **5.4 Sulphide Bearing Materials**

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

### **PART 6: AMENDMENTS**

#### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:

- (a) Amendments to the landscaping plan as detailed in Section 3.12 or which, in the opinion of the Development Officer, do not conform with Schedule C;
- (b) Amendments to the Schedules to enable the adjacent Townhouse development at 2717 Gladstone Street;
- (c) Reduction in the heights of the Building Elements;
- (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- (e) The length of time for the completion of the development as identified in Section 7.4.2 of this Agreement.

## **6.2 Substantive Amendments**

- 6.2.1 Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

- 7.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Halifax County Land Registry Office, 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 Halifax County 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 development of any portion of Building Elements shown above the black line on Schedule L.
- 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 6.1.1 if the Municipality receives a written request from the Developer.

### **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 Municipal Planning Strategy and Land Use By-law for the Regional Centre as may be amended from time to time.

7.4.2 In the event that development on the Lands has not been completed within six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the development of the Lands shall conform with the provisions of the Land Use By-law.

## **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development, or phases of this development, 6 years from the date of registration of this Agreement at the Halifax County Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Centre Plan, as may be amended from time to time.

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

### **8.2 Failure to Comply**

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 60 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

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

**MAYOR**

\_\_\_\_\_  
Witness

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

**MUNICIPAL CLERK**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

---

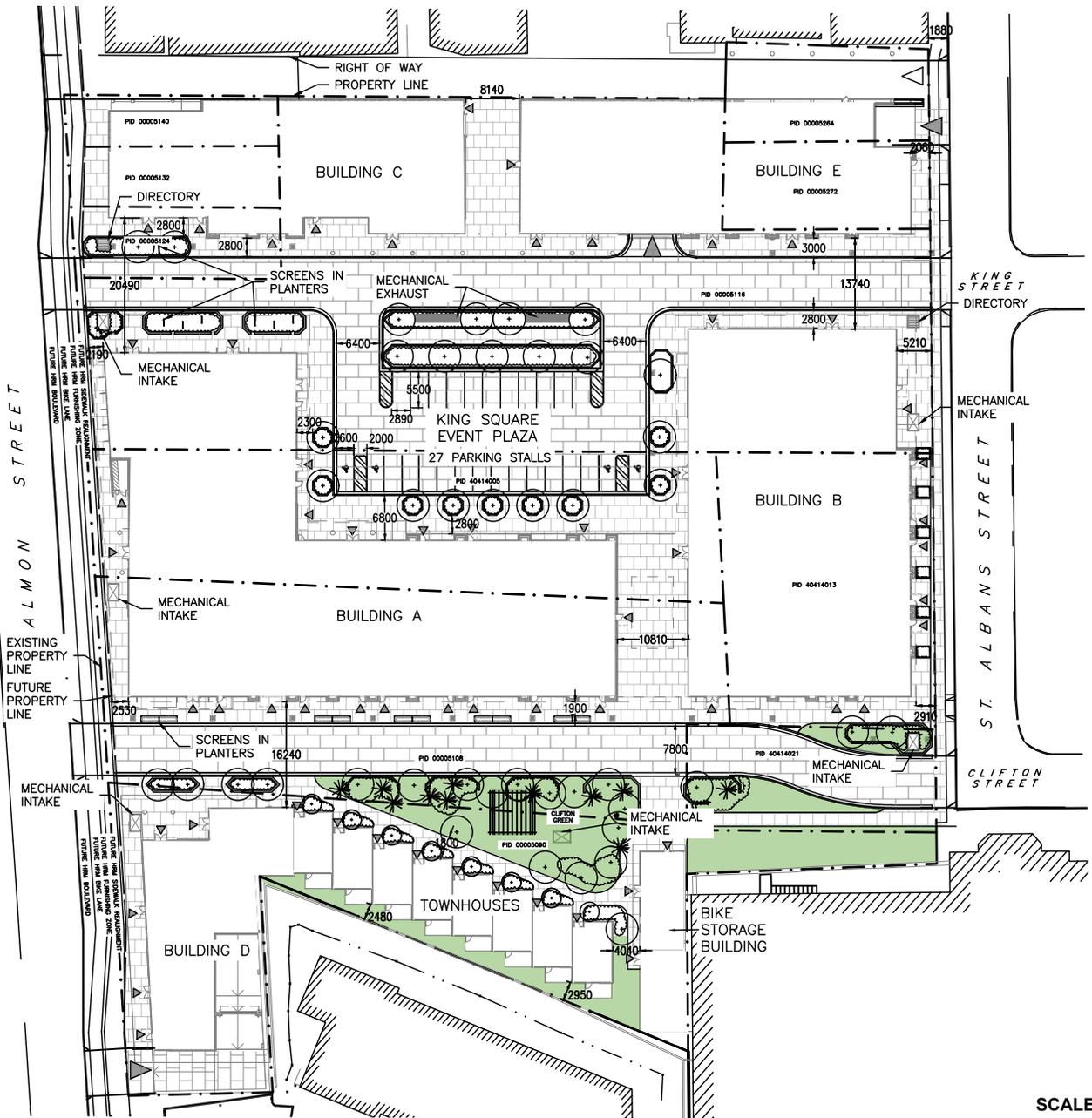
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Iain MacLean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

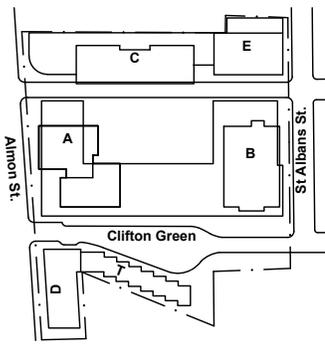
---

A Commissioner of the Supreme Court  
of Nova Scotia



SCALE 1:1000

**KEY PLAN**



**LEGEND**

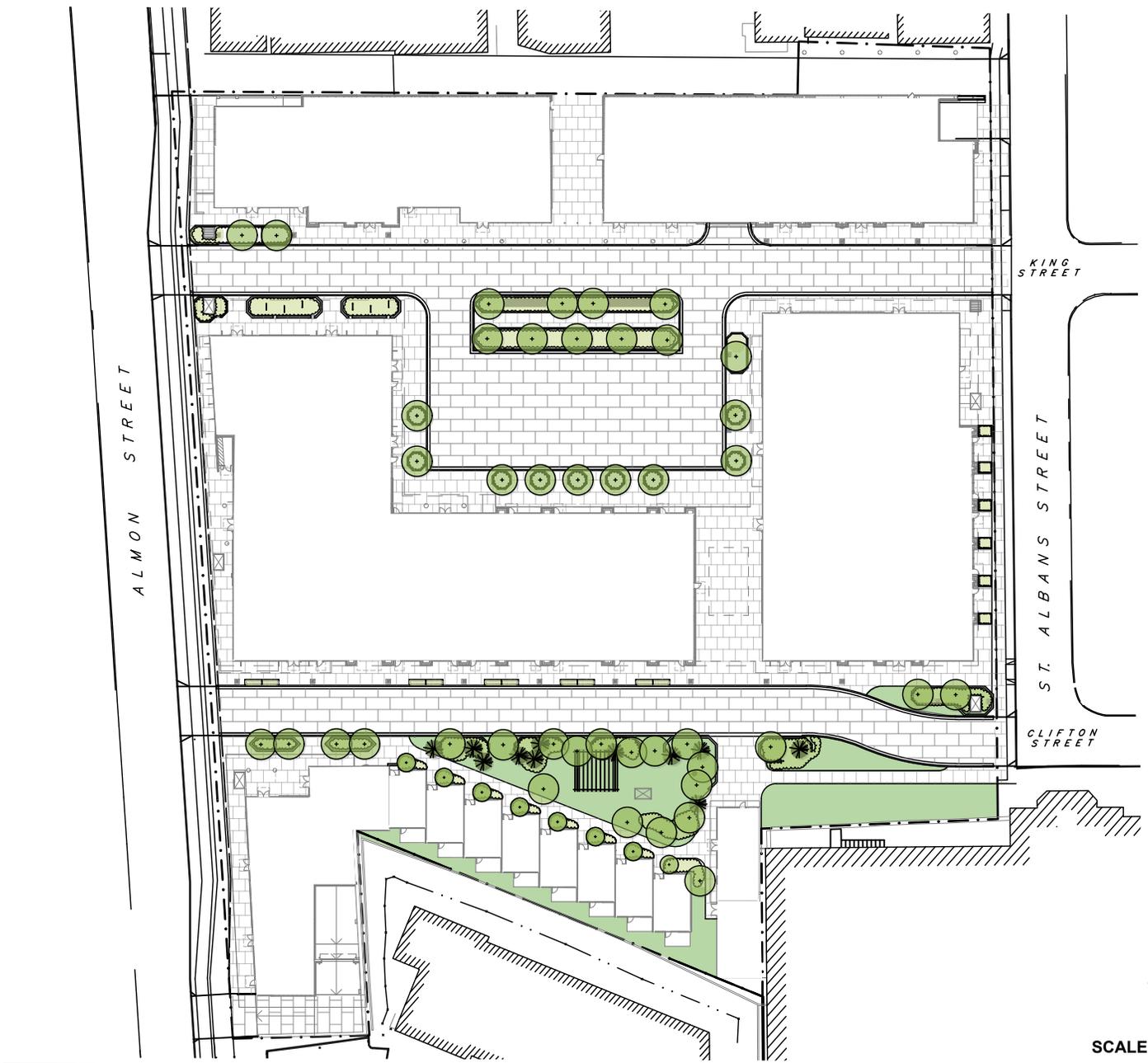
- LANDSCAPE SCREENS
- TRELLIS
- VEHICULAR ENTRANCE (SURFACE LANEWAY ACCESS)
- PROPOSED VEHICULAR ENTRANCE (UNDERGROUND PARKING)
- PROPOSED PEDESTRIAN ENTRANCE
- PROPOSED SHRUB & PERENNIAL PLANTING
- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE
- PROPOSED RAISED PLANTERS
- PROPOSED TURF
- VEHICULAR USE AREA
- PEDESTRIAN USE AREA
- PROPERTY LINE
- FUTURE PROPERTY LINE FOR BIKE LANE EXPANSION ALONG ALMON ST.
- ADJACENT PROPERTY LINES

**REVISIONS**

0	DA RESUBMISSION	12 JAN 2020
1	DA RESUBMISSION	15 JULY 2020
2	SCHED. B SUBMISSION	23 FEB 2021

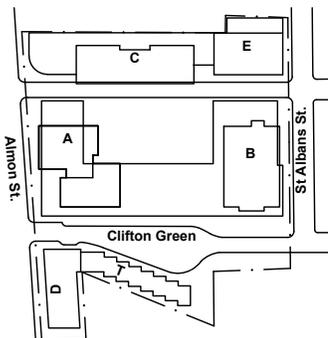
**NOTES:**

1. Total Area 17,128.5 SQ.M
2. Property Owner: Westwood Developments Ltd.
3. Class B Bicycle Parking: Approx. 100 Spaces



N  
SCALE 1:1000

**KEY PLAN**



**LEGEND**

-  LANDSCAPE SCREENS
-  TRELLIS
-  PROPOSED SHRUB & PERENNIAL PLANTING
-  PROPOSED DECIDUOUS TREE
-  PROPOSED CONIFEROUS TREE
-  PROPOSED RAISED PLANTERS
-  PROPOSED TURF
-  VEHICULAR USE AREA
-  PEDESTRIAN USE AREA
-  PROPERTY LINE
-  FUTURE PROPERTY LINE FOR BIKE LANE EXPANSION ALONG ALMON ST.

**REVISIONS**

NO.	DESCRIPTION	DATE
0	DA SUBMISSION	10 SEPT 2019
1	DA RESUBMISSION	06 DEC 2019
2	DA RESUBMISSION	12 JAN 2020
3	DA RESUBMISSION	15 JULY 2020
4	SCHED. C SUBMISSION	23 FEB 2021

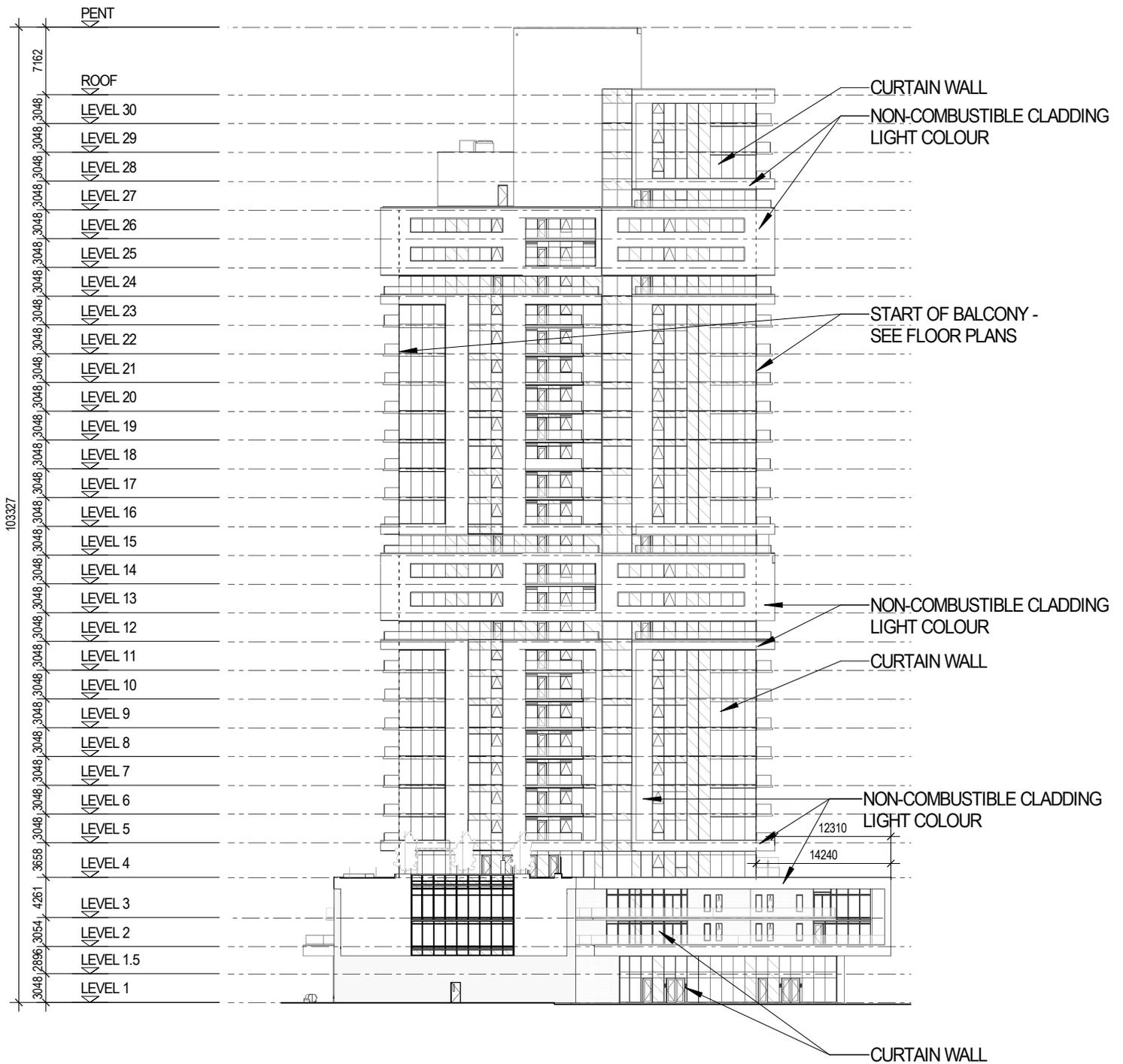
**RICHMOND YARDS DRAFT PLANTING SCHEDULE**

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	STAKING	REMARKS
AR		<i>Acer rubrum</i>	Red Maple	60mmcal	W.B.	Staked	–
ARC		<i>Acer rubrum</i> 'Clump'	Clump Red Maple – Min. 3 stems	300cm	W.B.	–	–
BPC		<i>Betula papyrifera</i> '3–Stem Clump'	3–Stem Clump Paper Birch	50mmcal	W.B.	Guyed	–
JC		<i>Juglans cinerea</i>	Butternut	60mmcal	W.B.	Staked	–
UA		<i>Ulmus americana</i> 'Heritage'	Heritage American Elm	60mmcal	W.B.	Staked	–
TCA		<i>Tsuga canadensis</i>	Eastern Canadian Hemlock	175cm	W.B.	–	–
ACS		<i>Amelanchier canadensis</i>	Serviceberry Shrub	80cm	CG#3	–	–
AUU		<i>Arctostaphylos uva–ursi</i>	Bearberry	15cm	CG#2	–	–
CIH		<i>Cornus sericea</i> 'Ivory Halo'	Ivory Halo Dogwood	80cm	CG#3	–	–
HES		<i>Hydrangea</i> "Endless Summer"	Endless Summer Hydrangea	60cm	CG#3	–	–
EEG		<i>Euonymus fortunei</i> 'Emerald Gaiety'	Emerald Gaiety Euonymus	50cm	CG#3	–	–
MST		<i>Magnolia stellata</i> 'Royal Star'	Royal Star Magnolia	150cm	CG#10	–	–
SBF		<i>Spiraea bumalda</i> 'Froebelii'	Froebel Spirea	80cm	CG#3	–	–
VPL		<i>Viburnum plicatum</i> 'Mariesii'	Double File Viburnum	80cm	CG#3	–	–
adi		<i>Adiantum pedatum</i>	Maidenhair Fern	45cm	CG#2	–	–
ckf		<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Karl Foerster Reed Grass	75cm	CG#3	–	–
epu		<i>Echinacea purpurea</i>	Purple Coneflower	30cm	CG#2	–	–
hfr		<i>Hosta</i> 'Francee'	Francee Hosta	30cm	CG#2	–	Space evenly





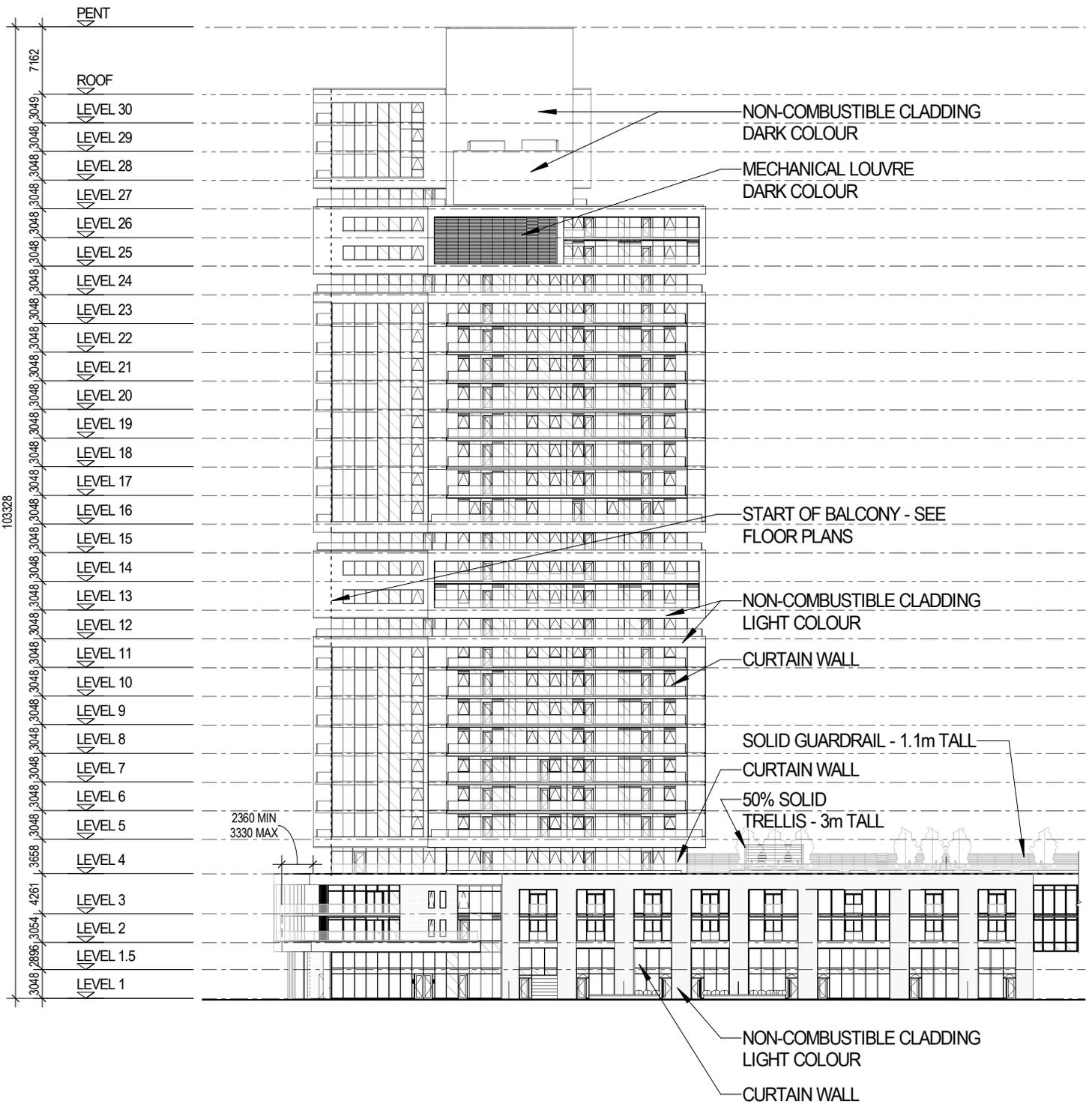
# Schedule D: Building Element A Elevations



## BLDG A - SOUTH ELEVATION

14 OCTOBER 2020

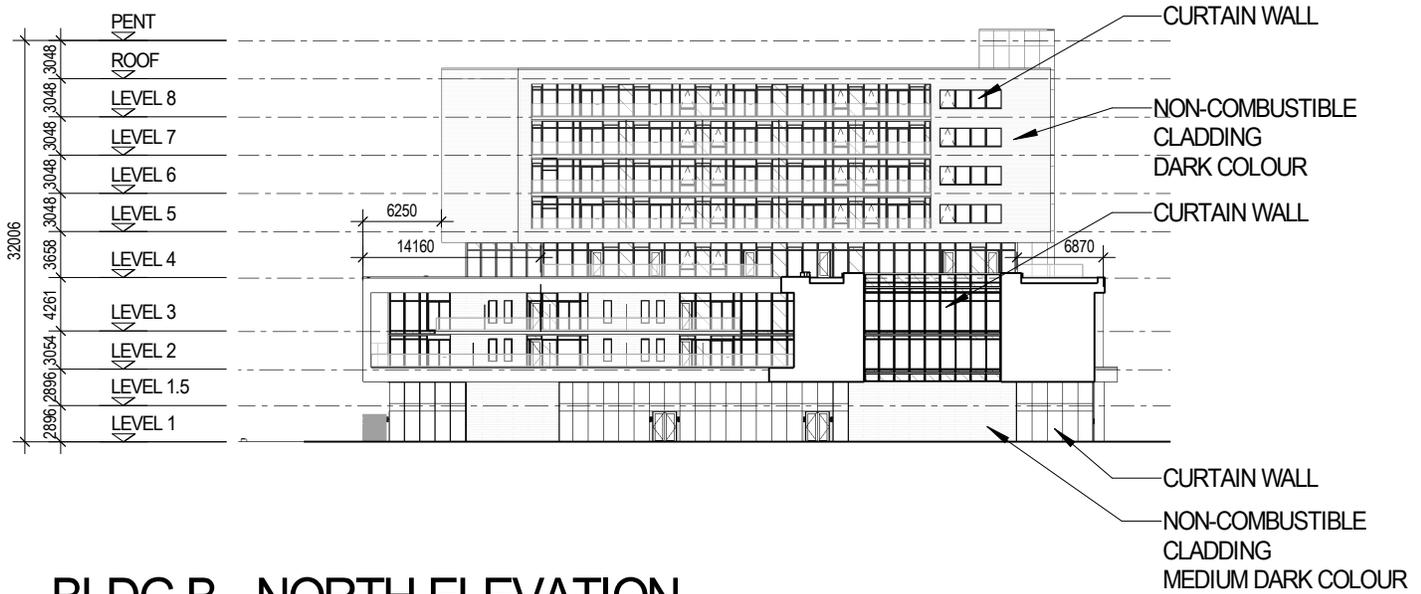
# Schedule D: Building Element A Elevations



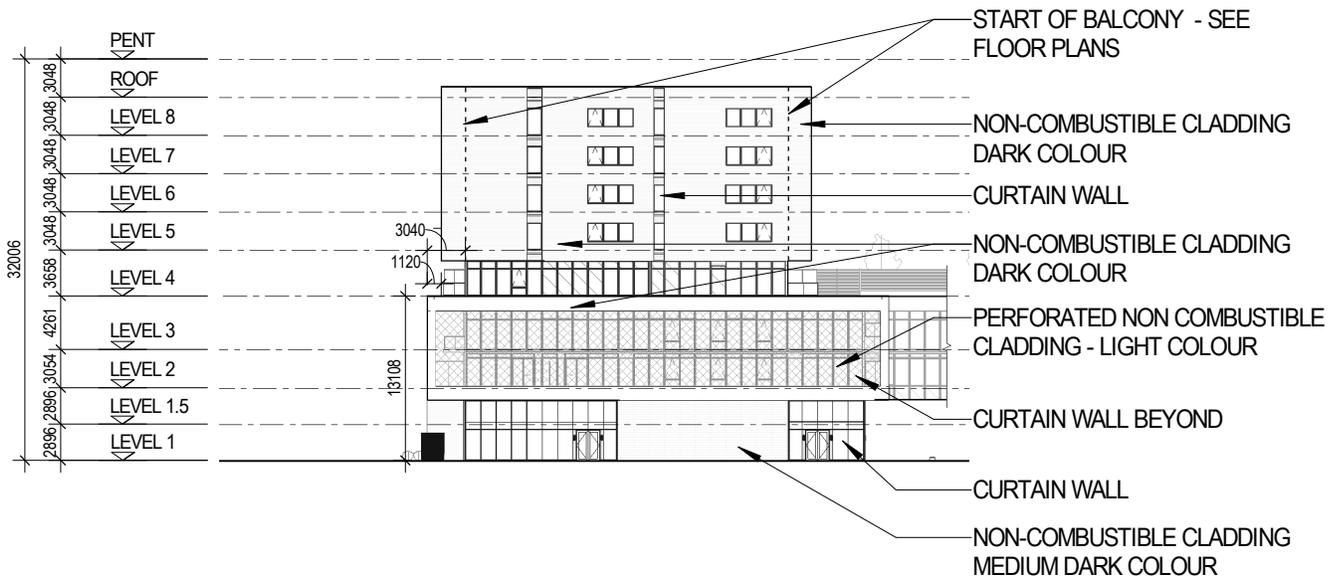
## BLDG A - WEST ELEVATION

14 OCTOBER 2020

# Schedule E: Building Element B Elevations

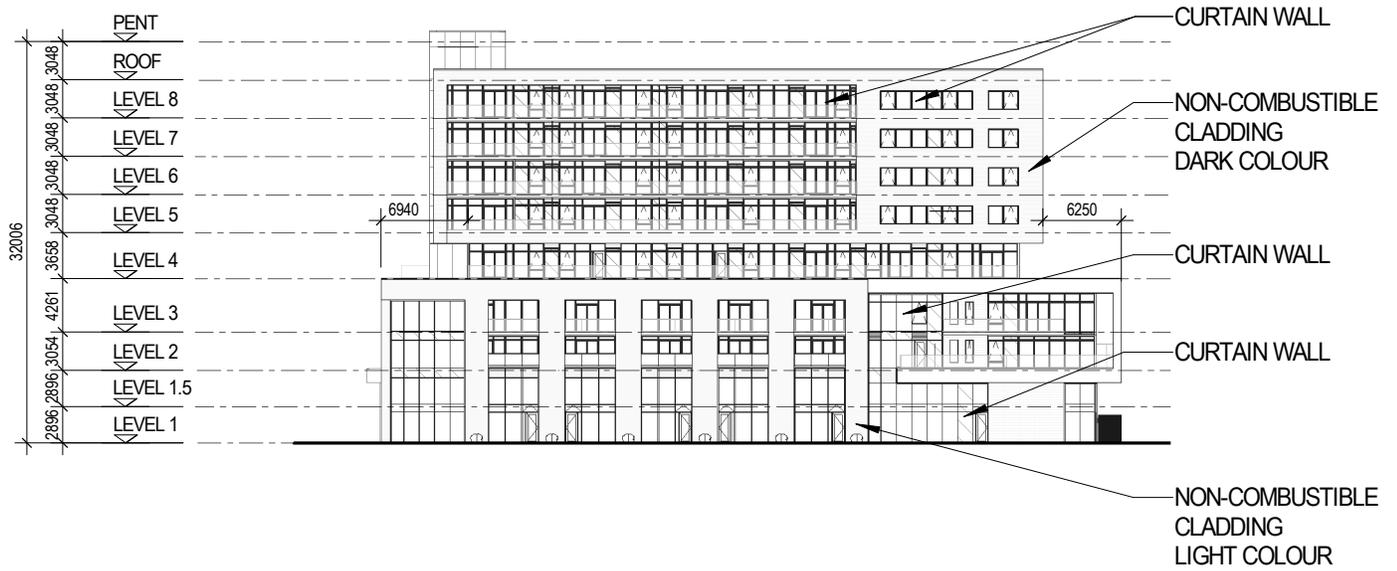


## BLDG B - NORTH ELEVATION

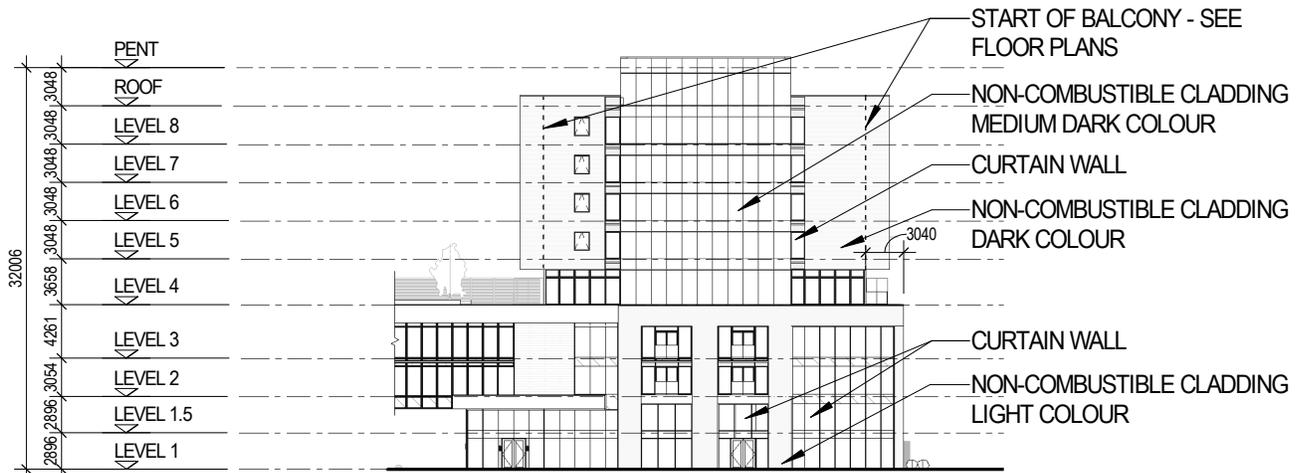


## BLDG B - EAST ELEVATION

# Schedule E: Building Element B Elevations

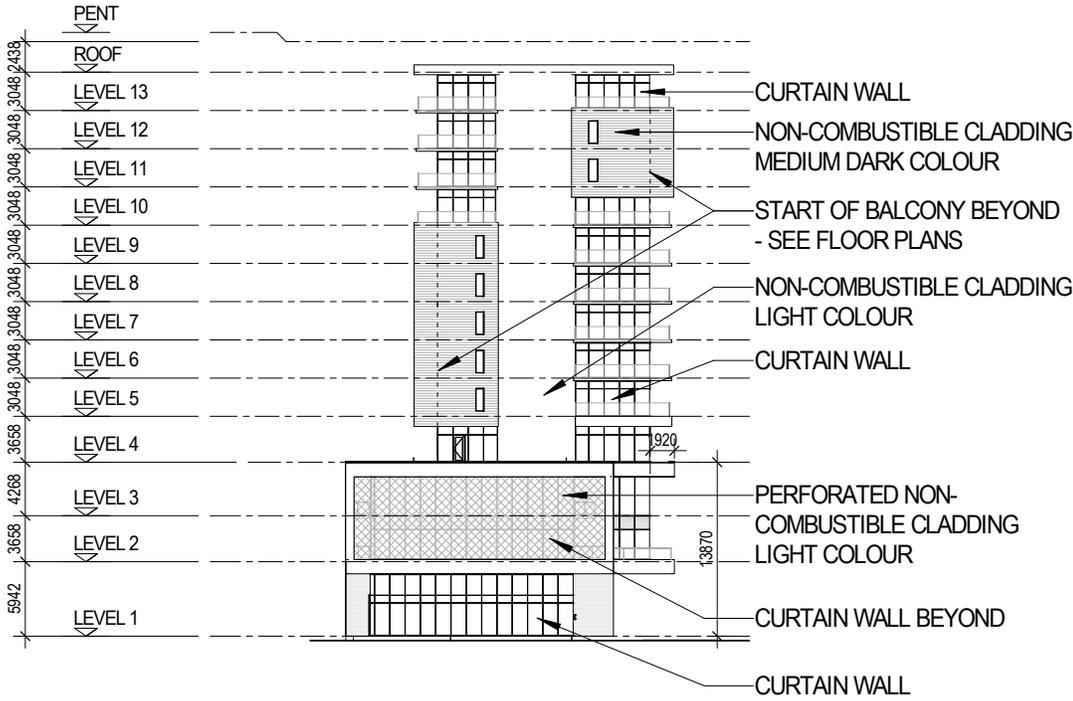


## BLDG B - SOUTH ELEVATION

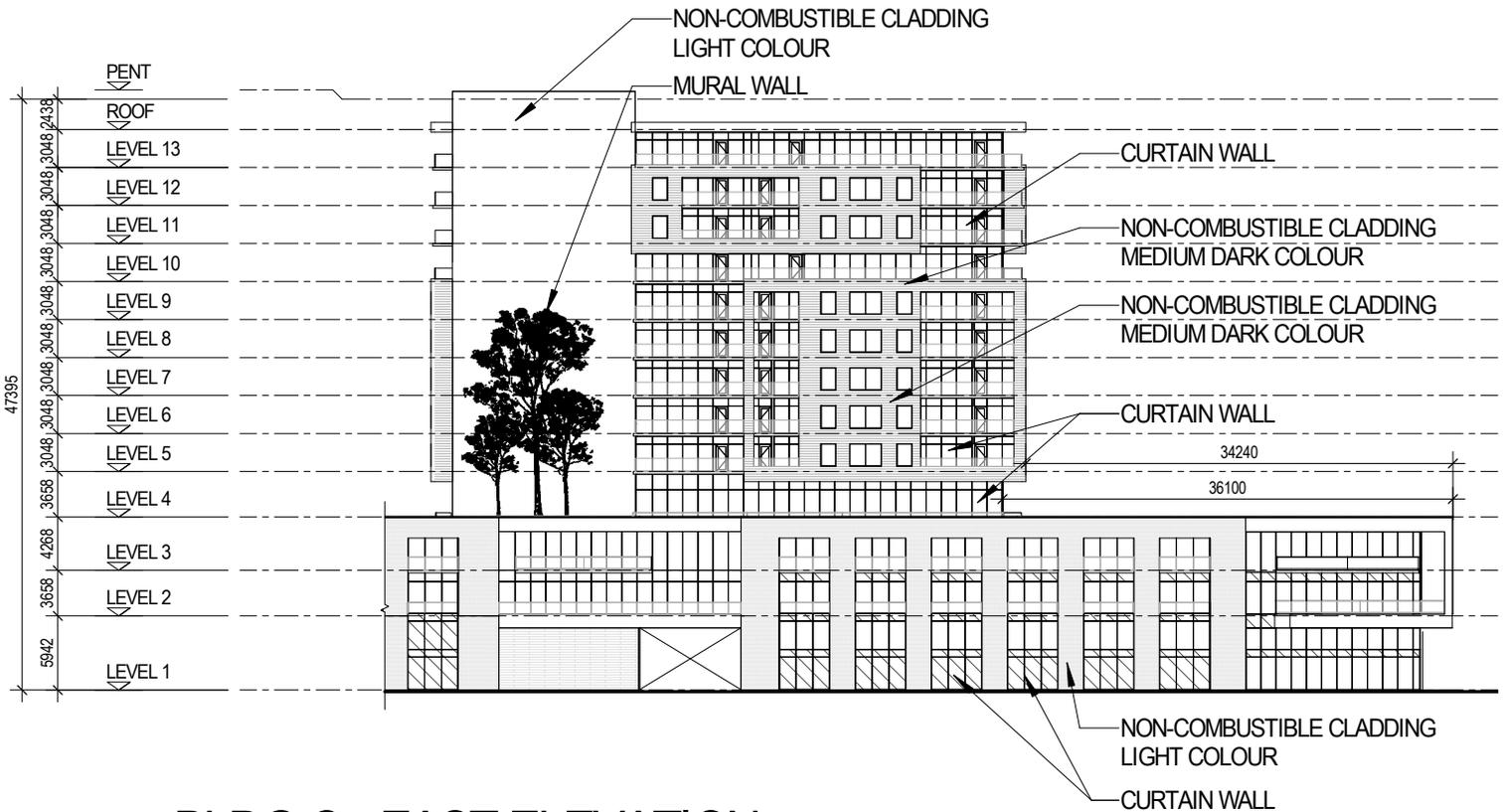


## BLDG B - WEST ELEVATION

# Schedule F: Building Element C Elevations



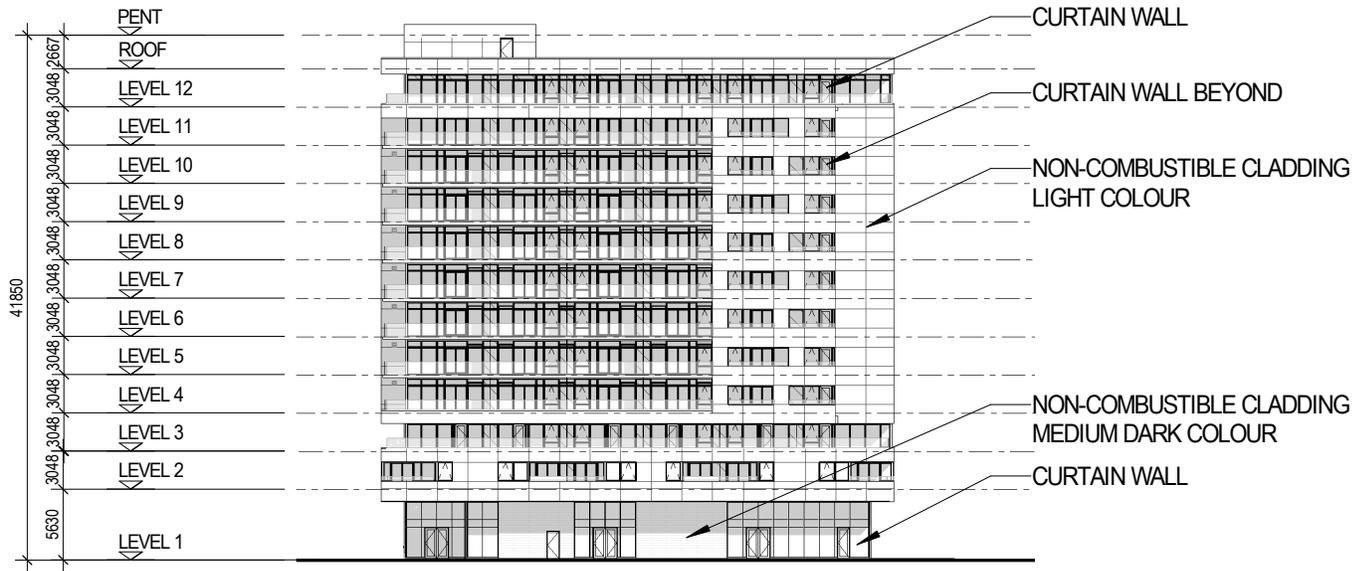
## BLDG C - NORTH ELEVATION



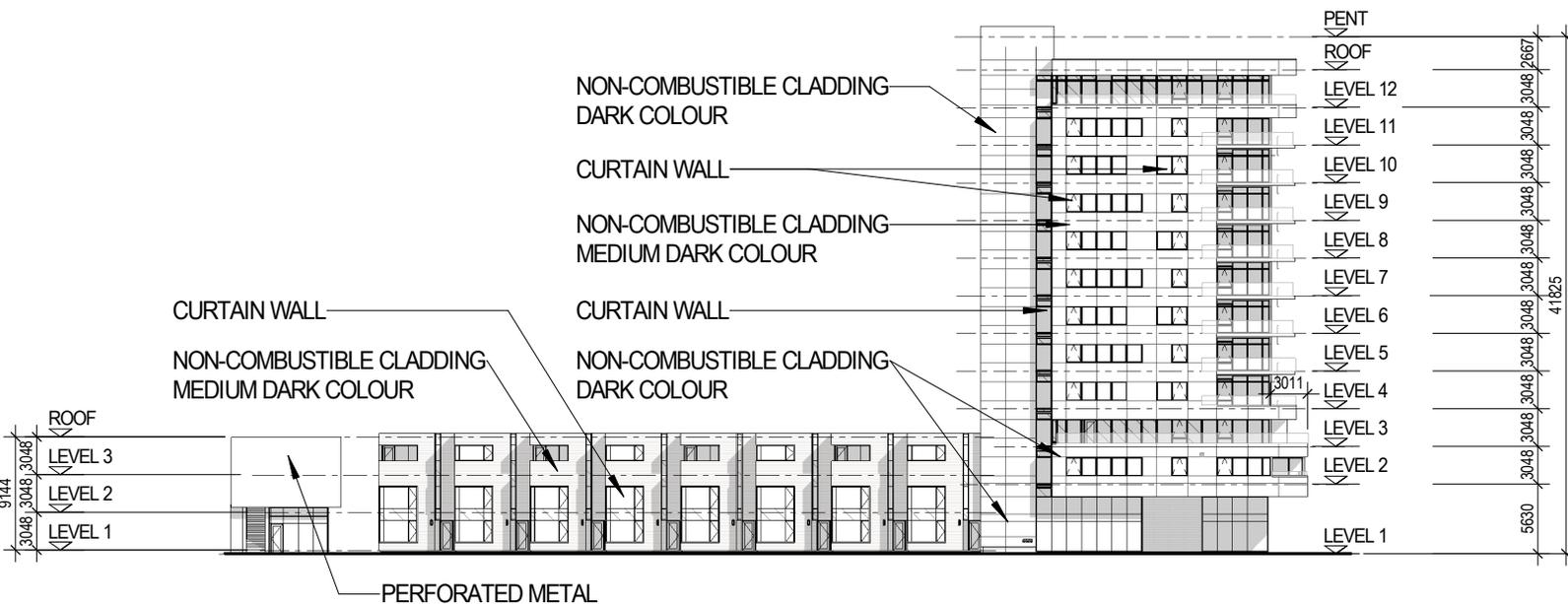
## BLDG C - EAST ELEVATION



# Schedule G: Building Element D and Townhouse Elevations

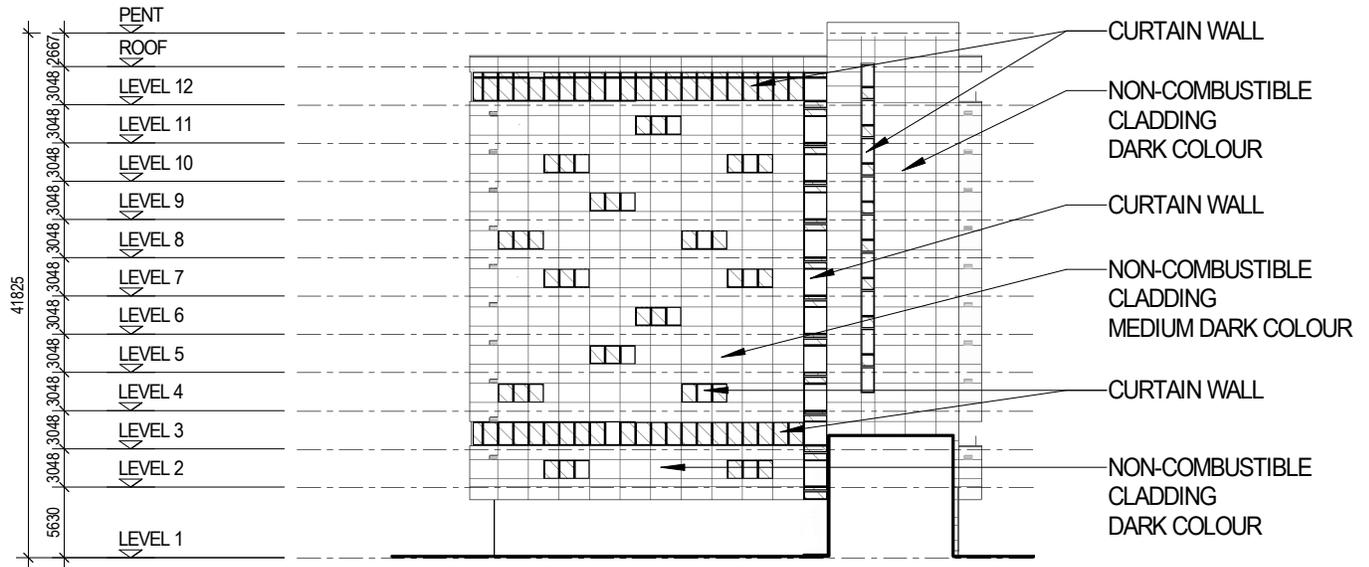


## BLDG D - NORTH ELEVATION

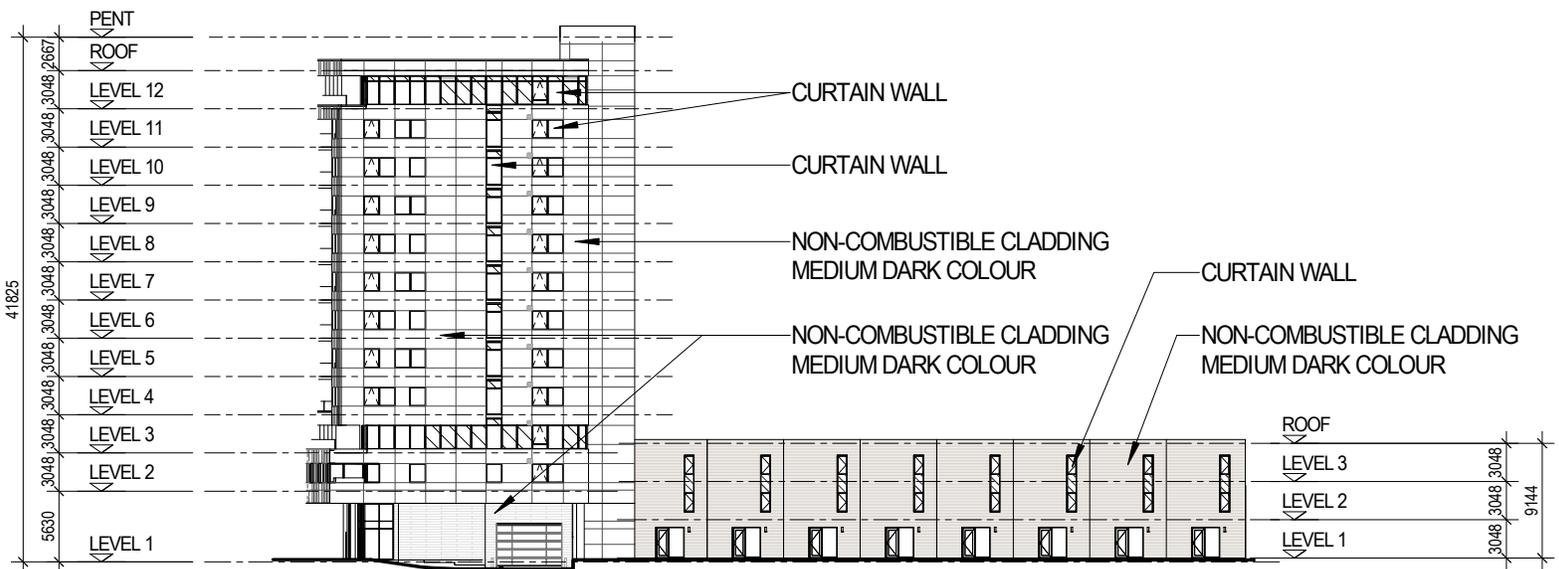


## TOWNHOUSE + BLDG D - EAST ELEVATION

# Schedule G: Building Element D and Townhouse Elevations

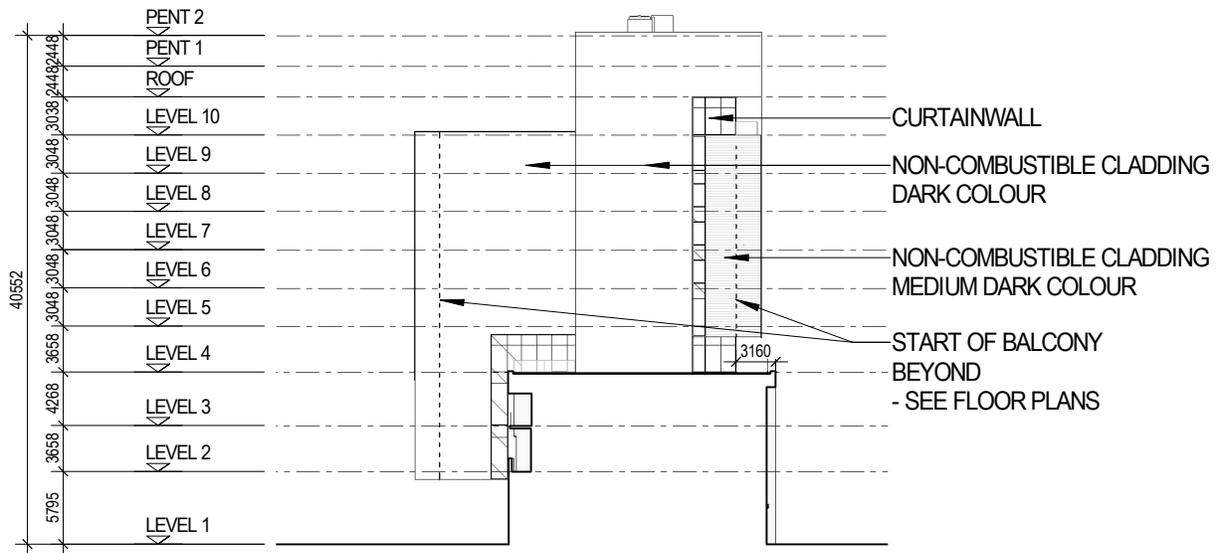


## BLDG D - SOUTH ELEVATION

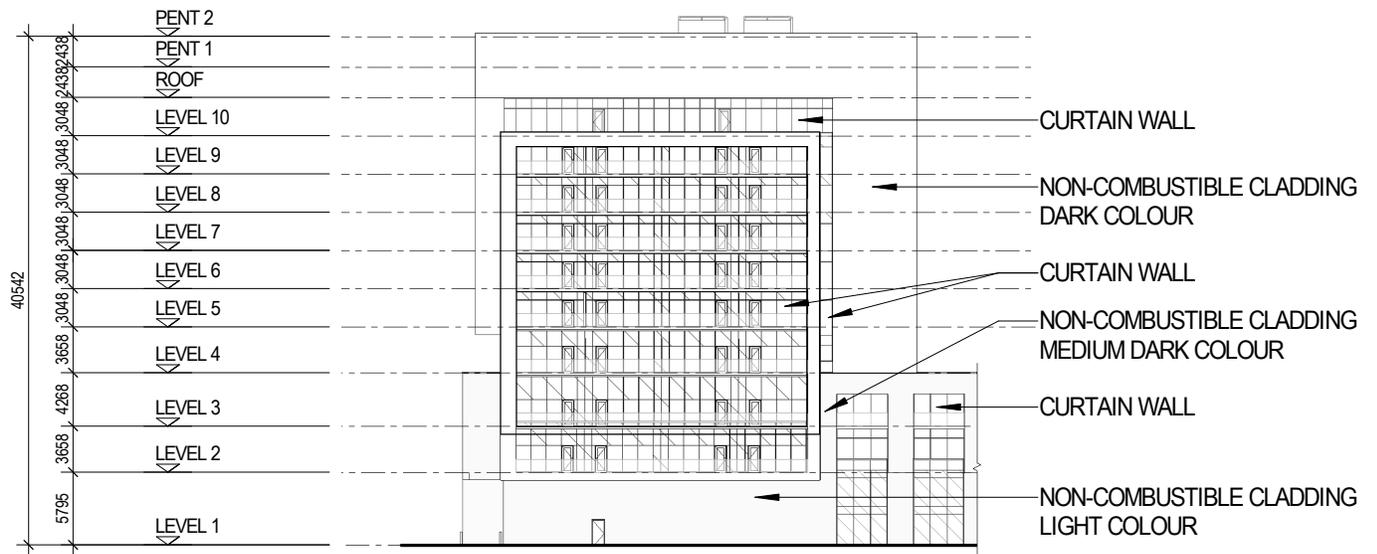


## BLDG D + TOWNHOUSE - WEST ELEVATION

# Schedule H: Building Element E Elevations

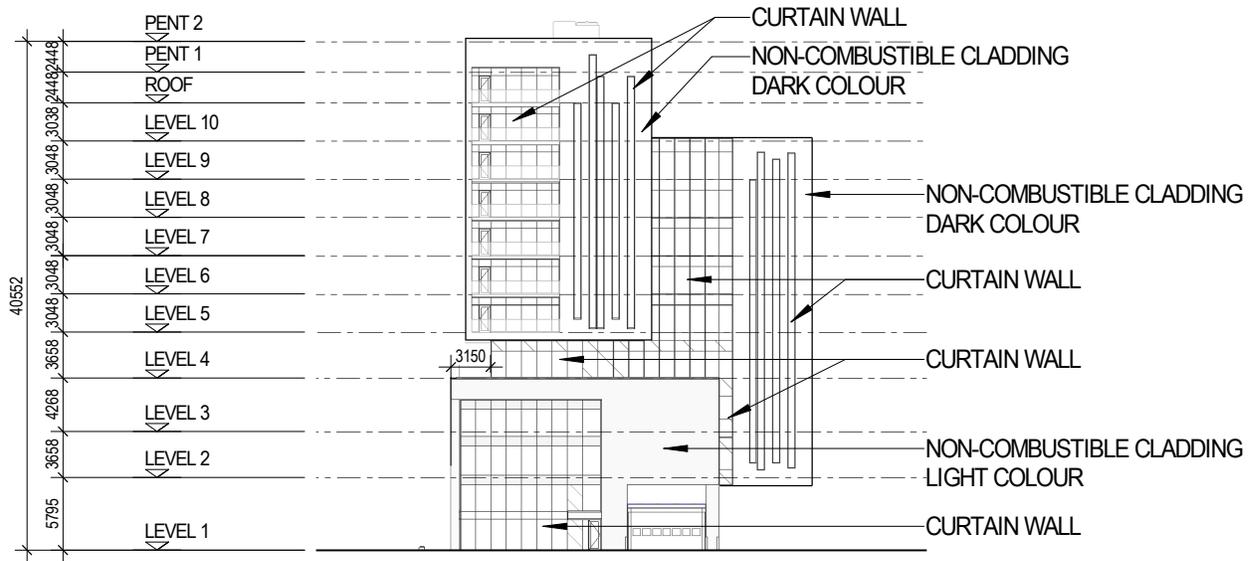


## BLDG E - NORTH ELEVATION

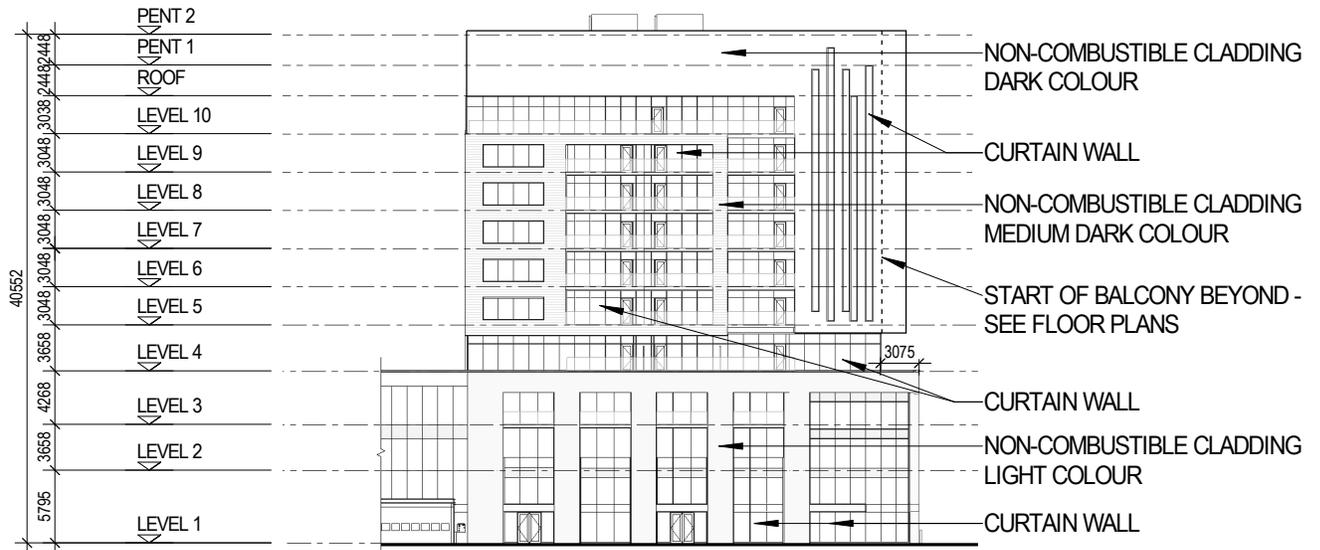


## BLDG E - EAST ELEVATION

# Schedule H: Building Element E Elevations

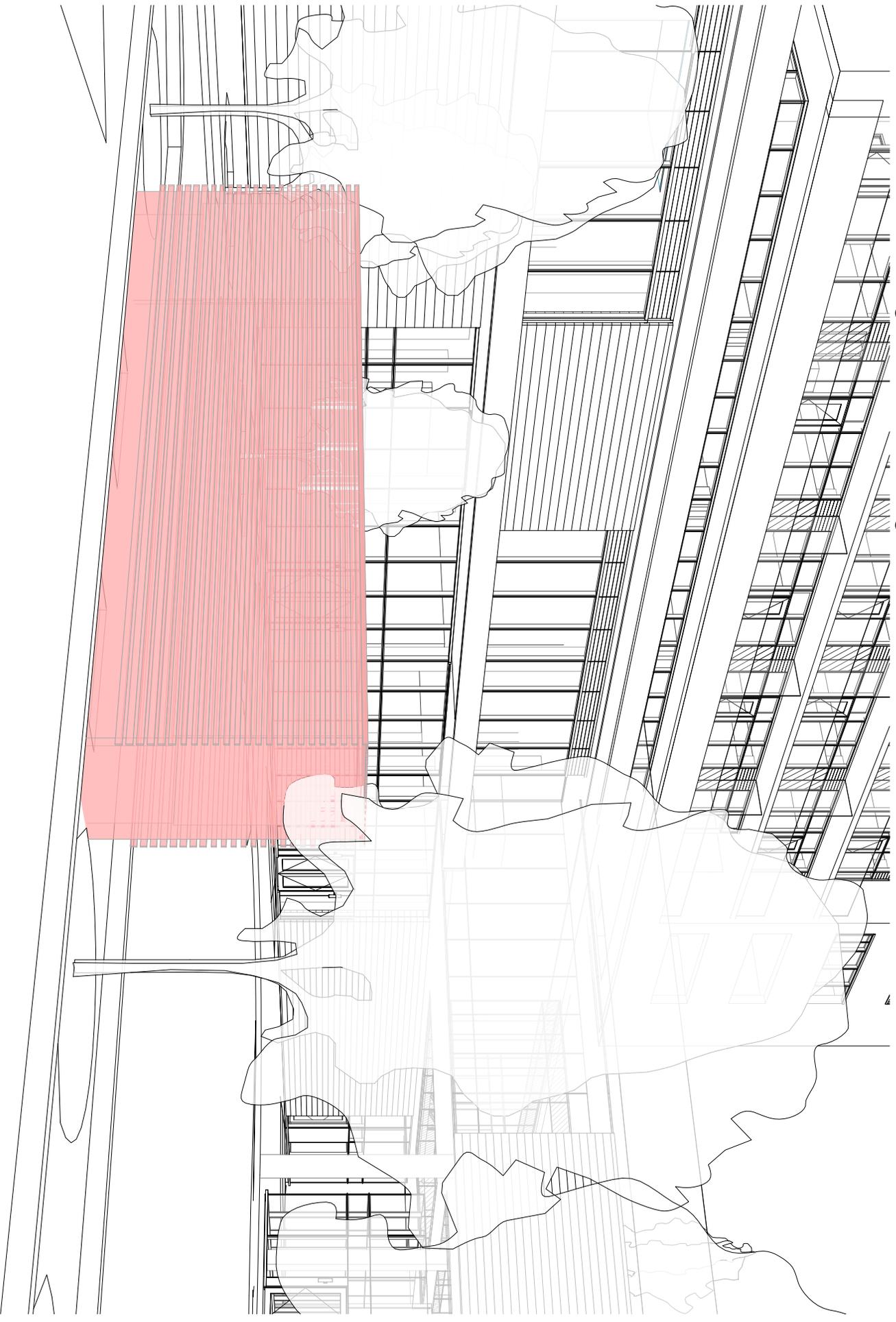


## BLDG E - SOUTH ELEVATION



## BLDG E - WEST ELEVATION

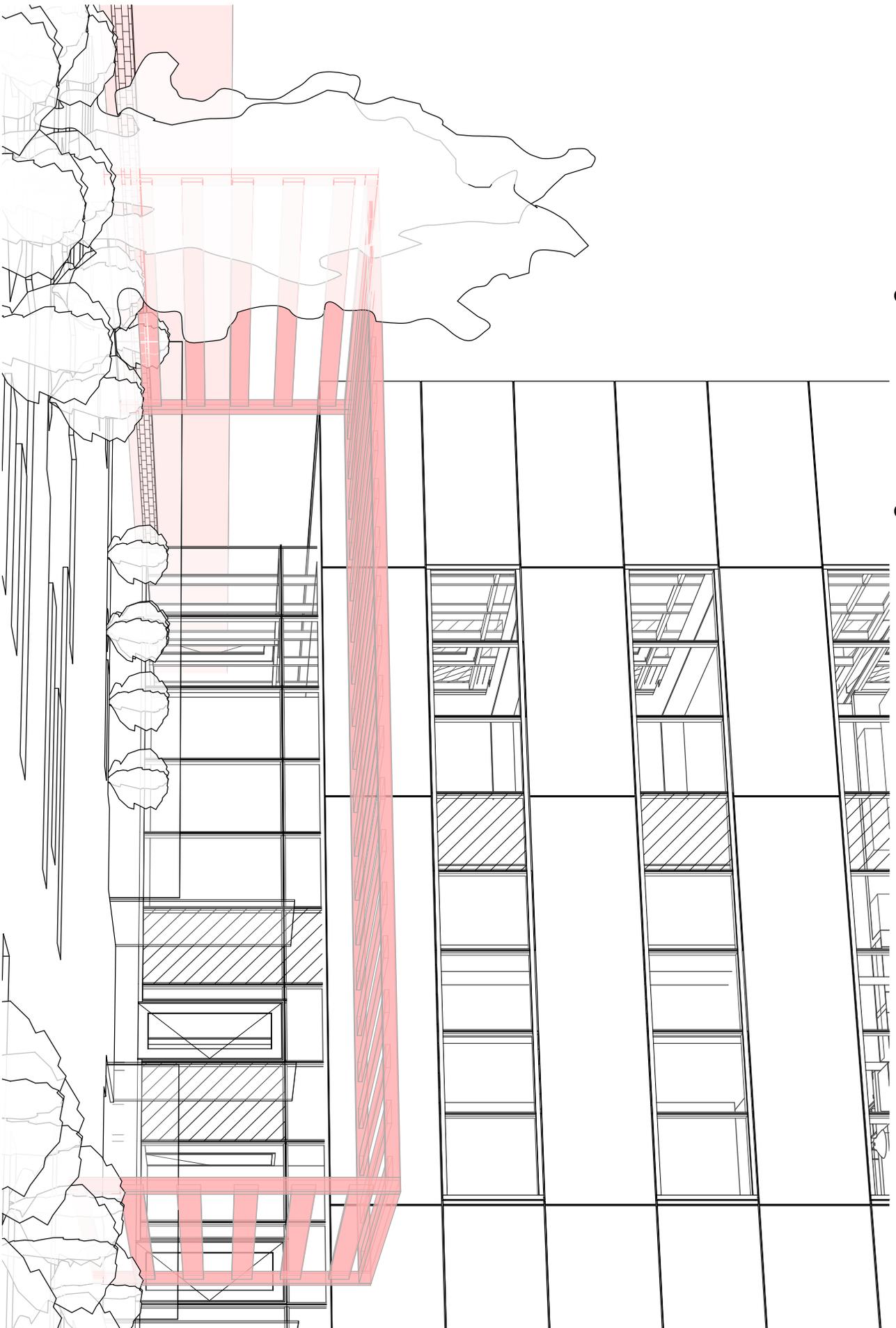
# Schedule J: Screening and Wind Mitigation Details



ARCHITECTURAL SCREEN OVER MECHANICAL EXHAUST

09 DECEMBER 2019

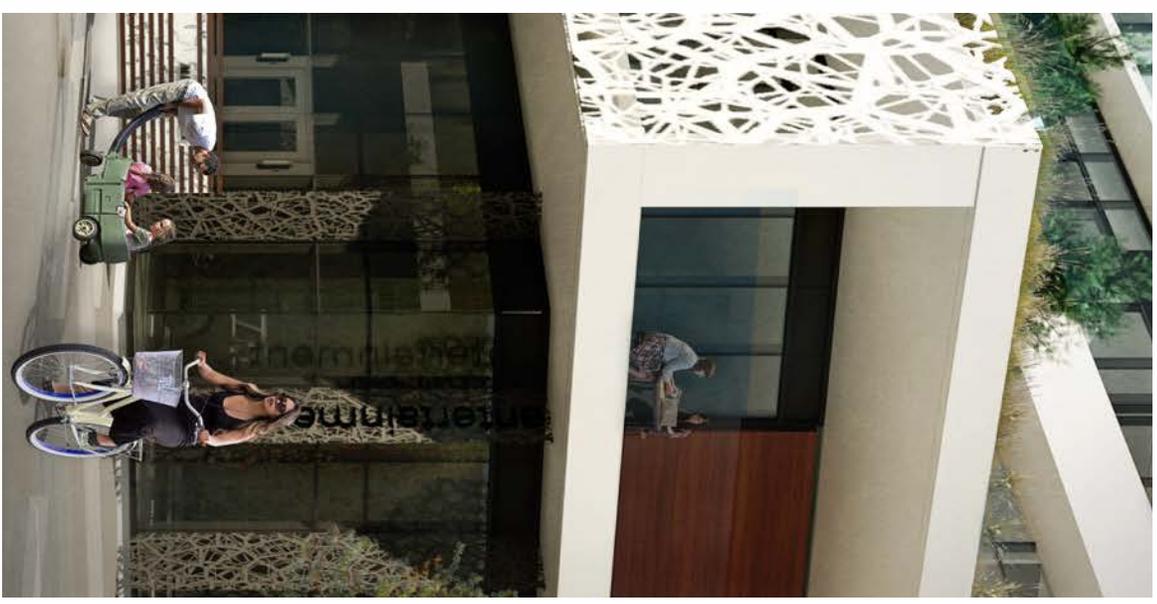
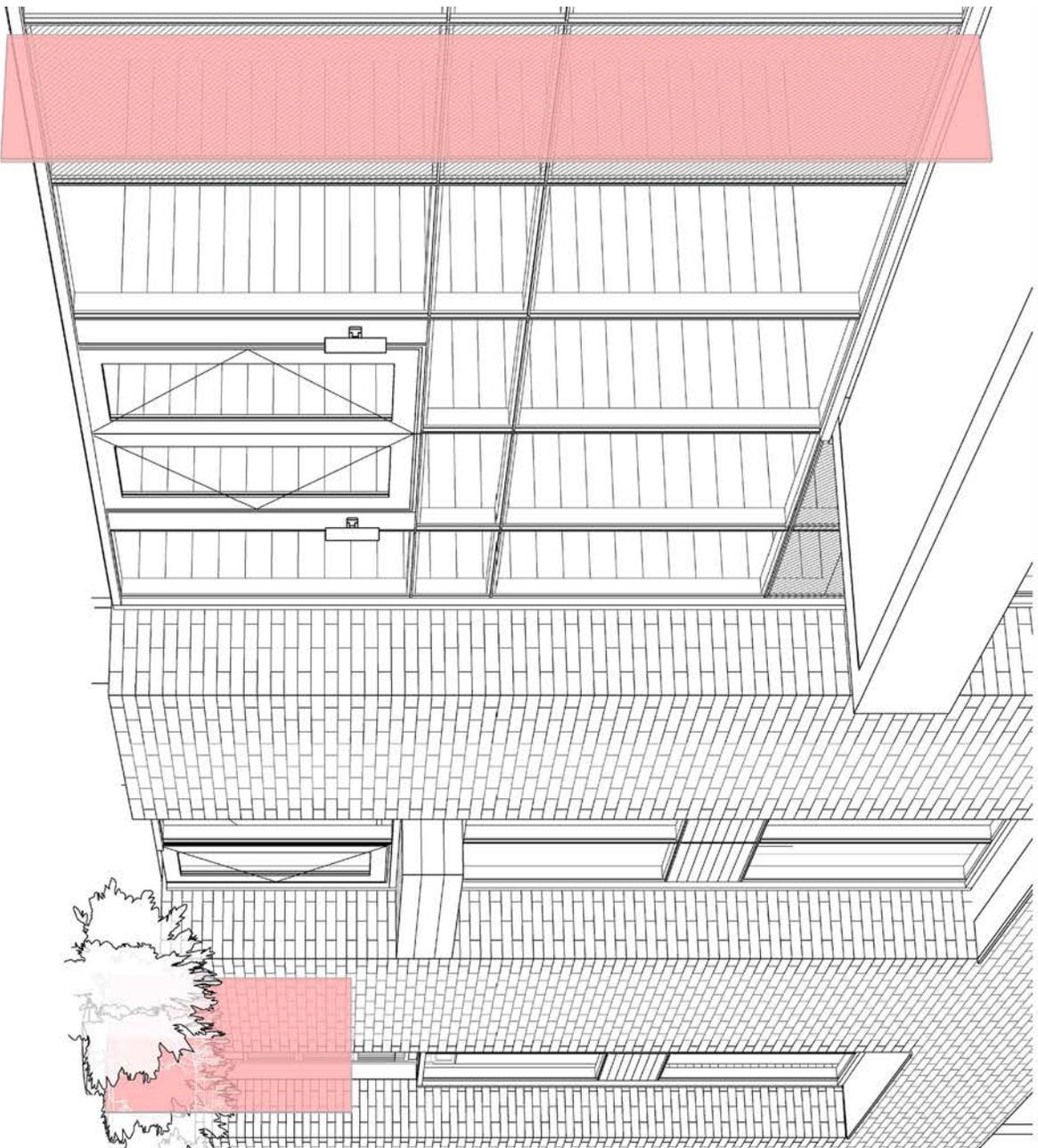
# Schedule J: Screening and Wind Mitigation Details



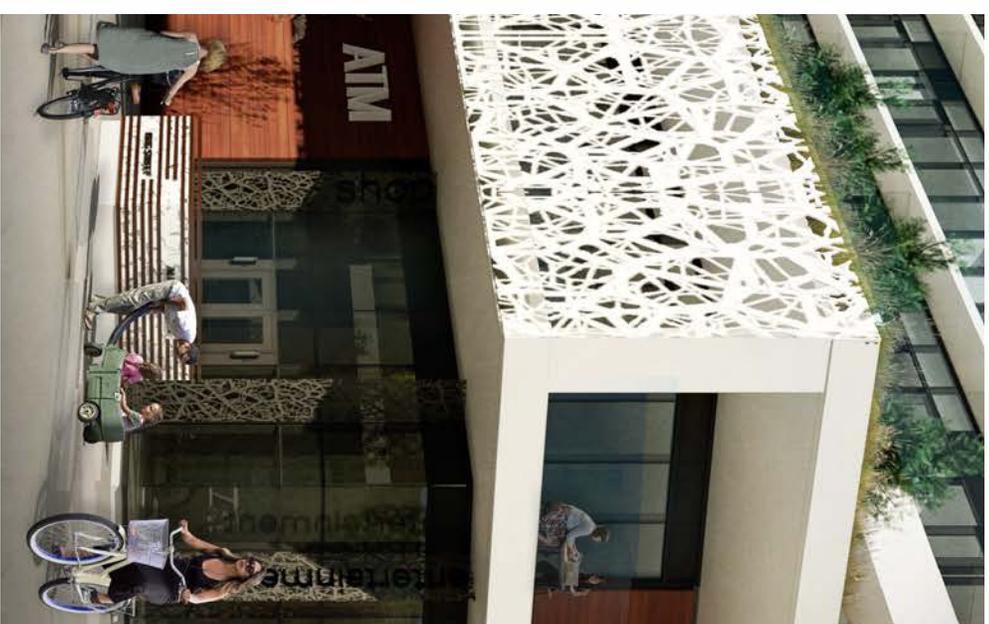
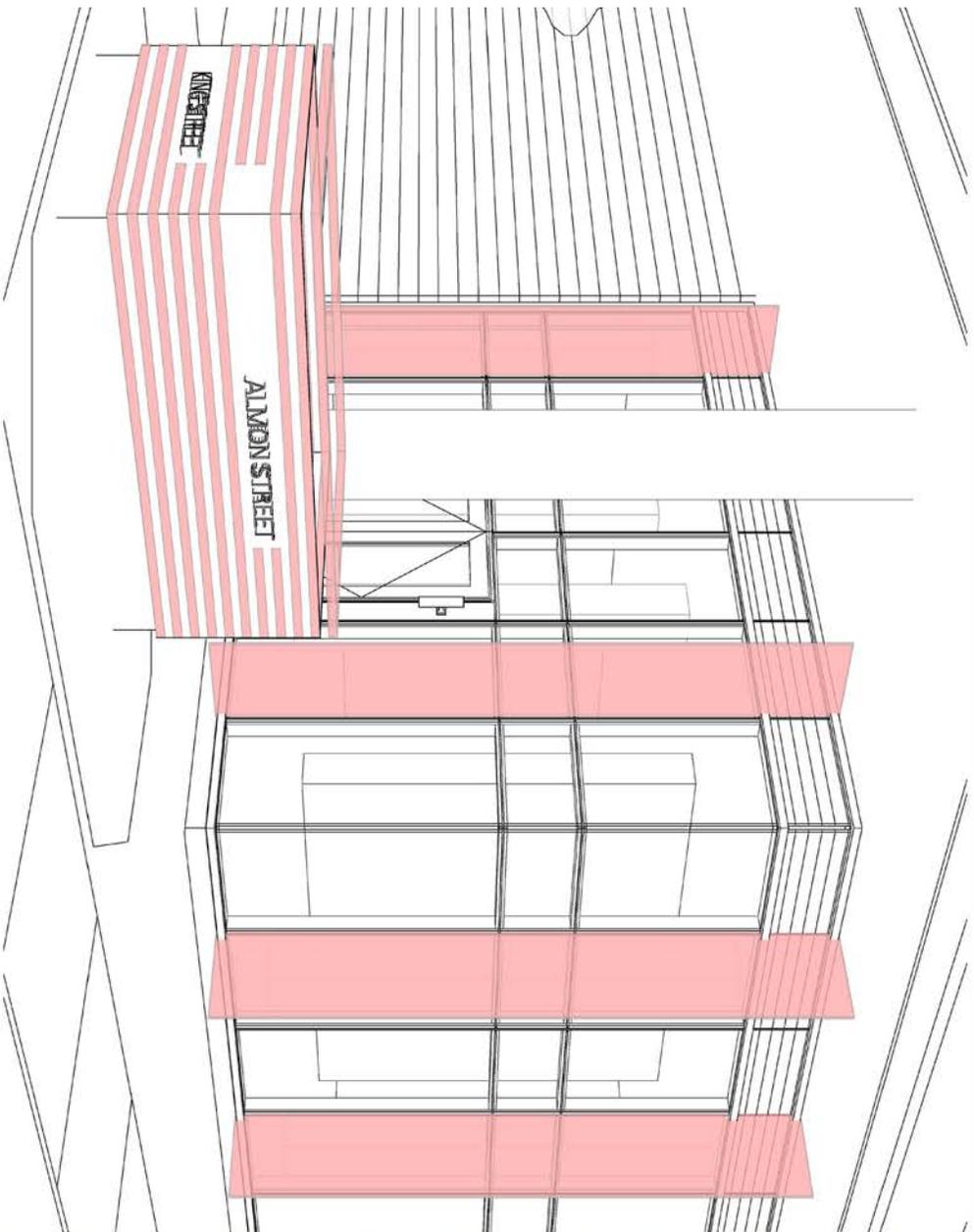
ARCHITECTURAL TRELLIS - LEVEL 3

09 DECEMBER 2019

# Schedule J: Screening and Wind Mitigation Details



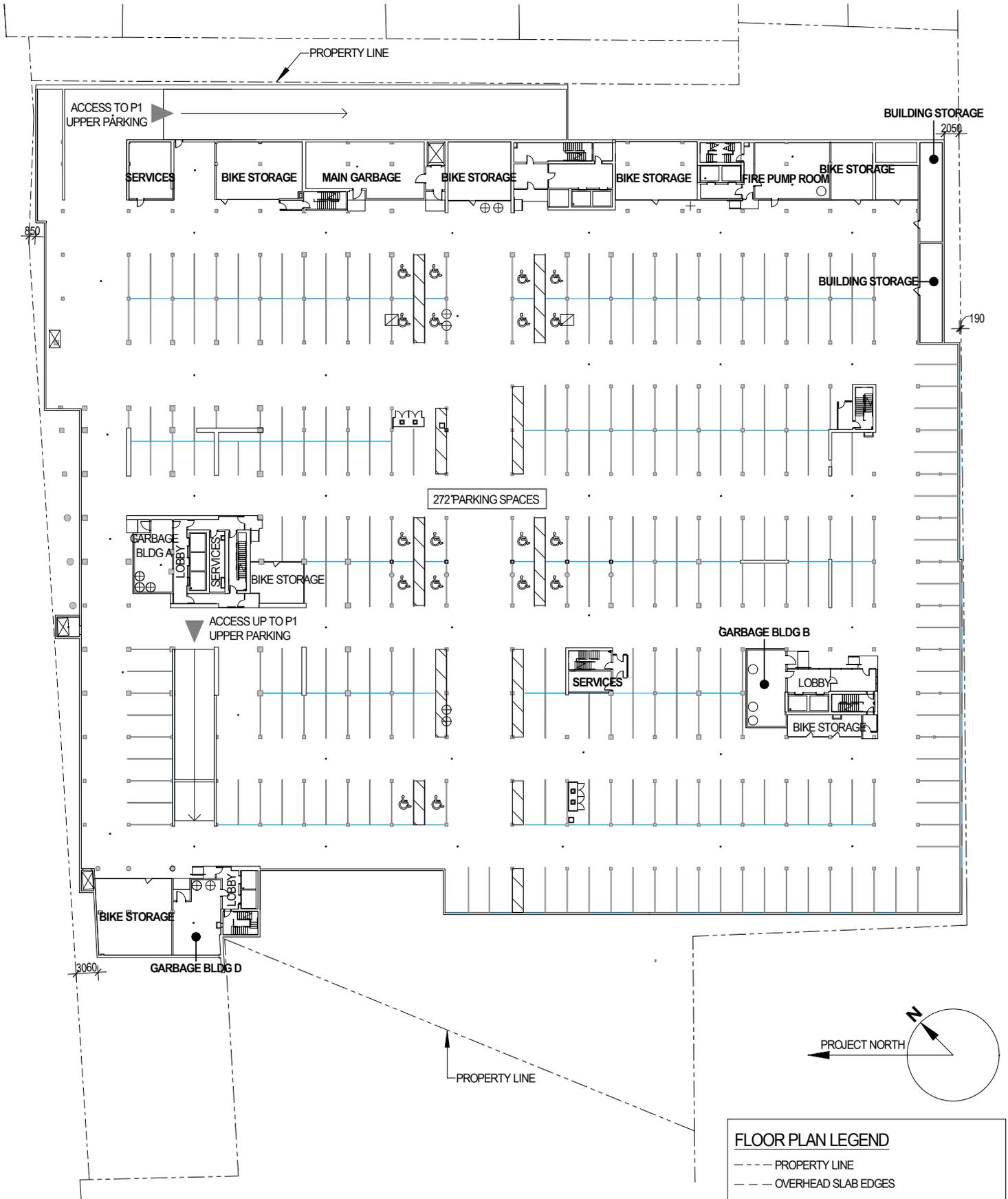
# Schedule J: Screening and Wind Mitigation Details



ARCHITECTURAL SCREEN / SIGNAGE / DIRECTORY OVER MECHANICAL INTAKE & WIND FINNS / SCREENS

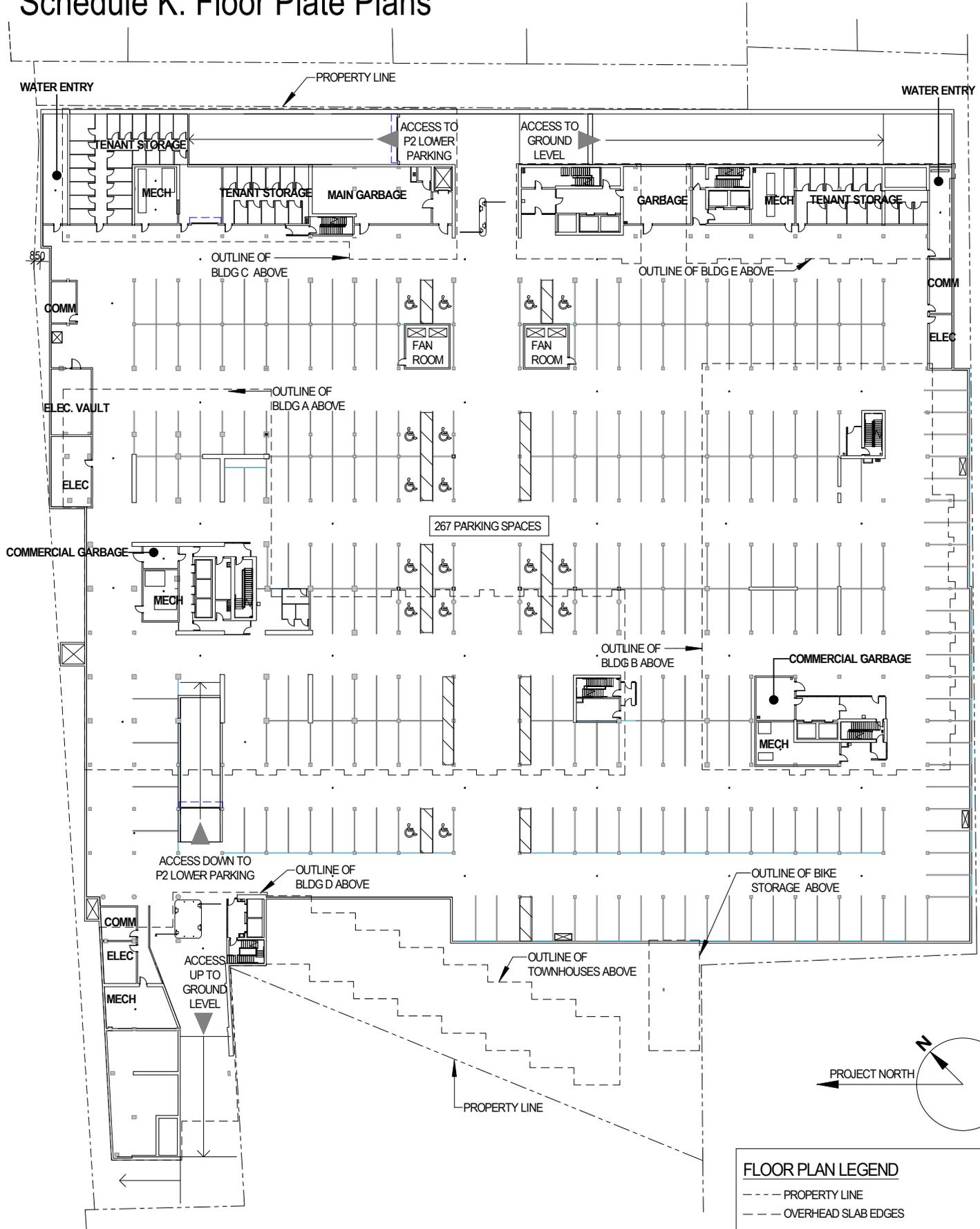
09 DECEMBER 2019

# Schedule K: Floor Plate Plans



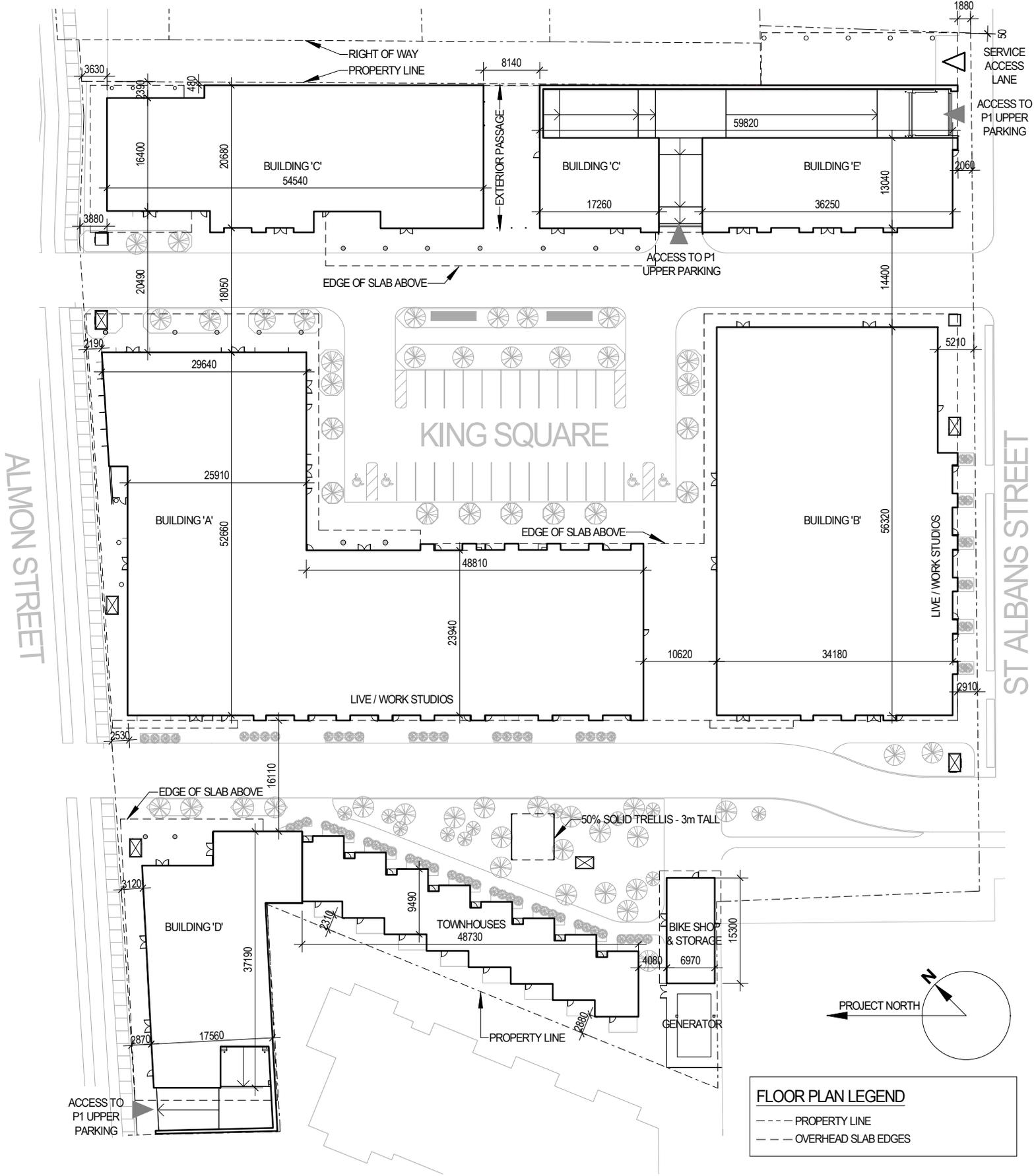
## FLOOR PLAN - P2 LOWER PARKING

# Schedule K: Floor Plate Plans



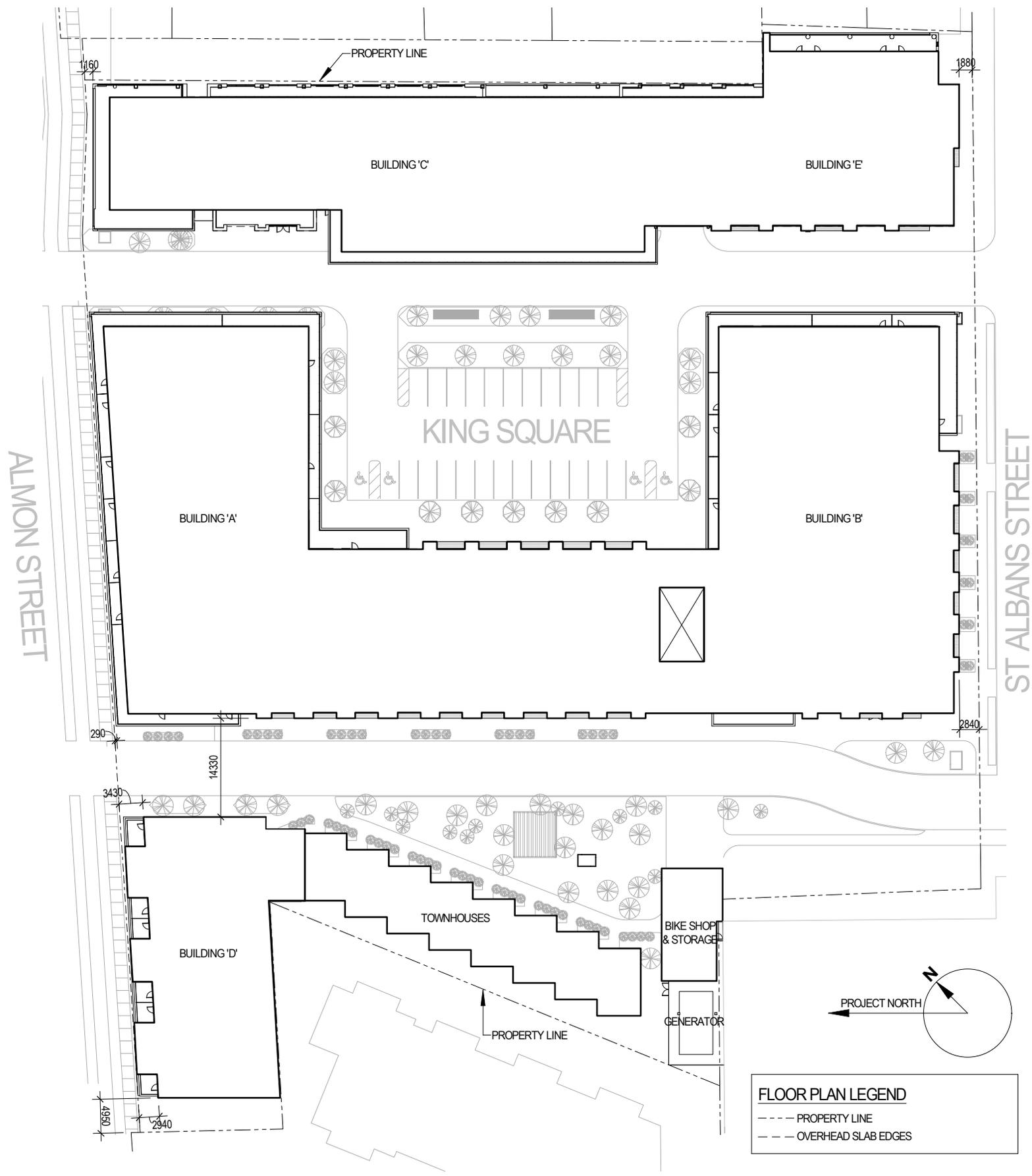
## FLOOR PLAN - P1 UPPER PARKING

# Schedule K: Floor Plate Plans



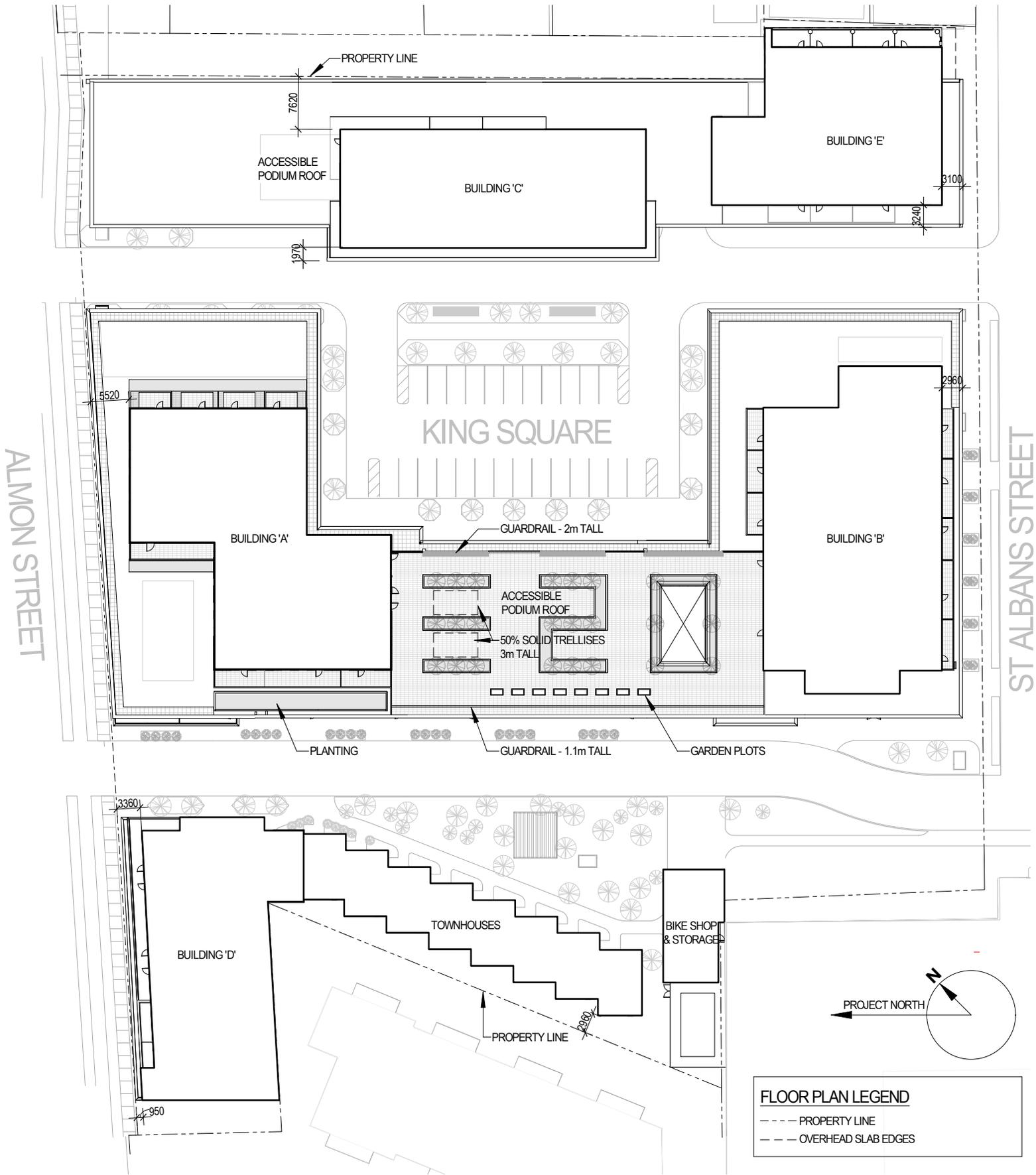
## FLOOR PLAN - LEVEL 1 GROUND

# Schedule K: Floor Plate Plans



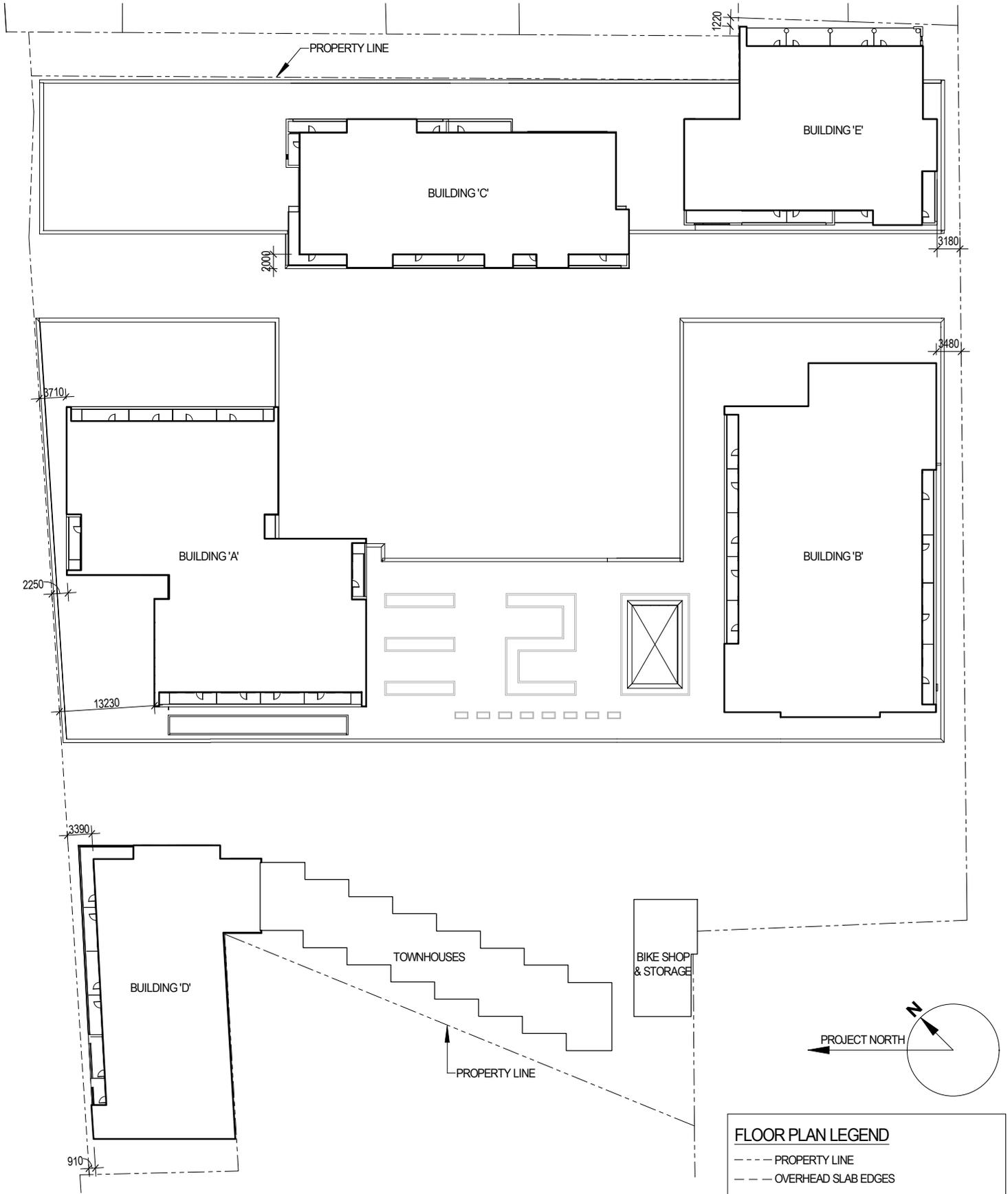
## FLOOR PLAN - LEVEL 2

# Schedule K: Floor Plate Plans



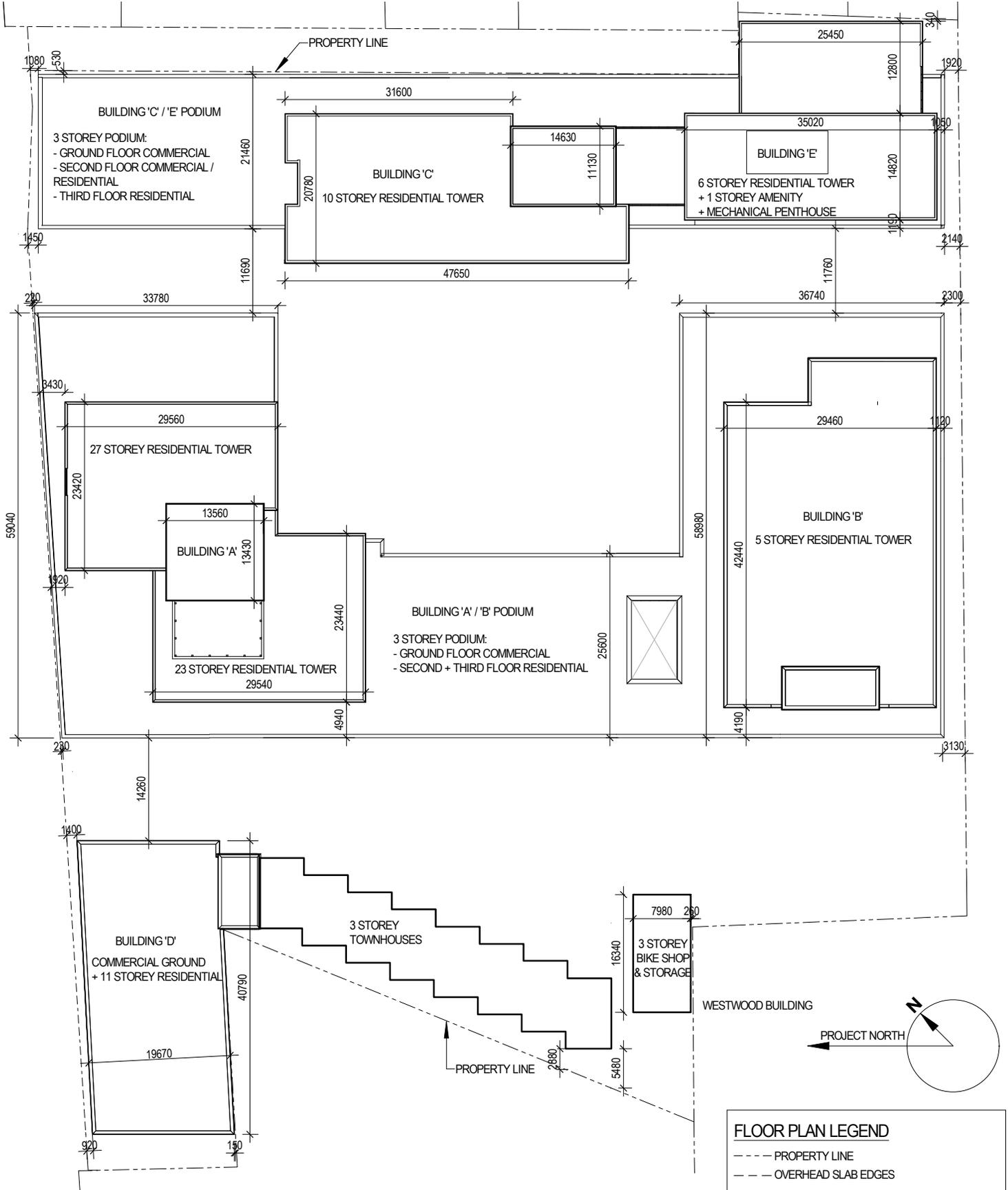
## FLOOR PLAN - LEVEL 4 PODIUM

# Schedule K: Floor Plate Plans



## FLOOR PLAN - LEVEL 5

# Schedule K: Floor Plate Plans

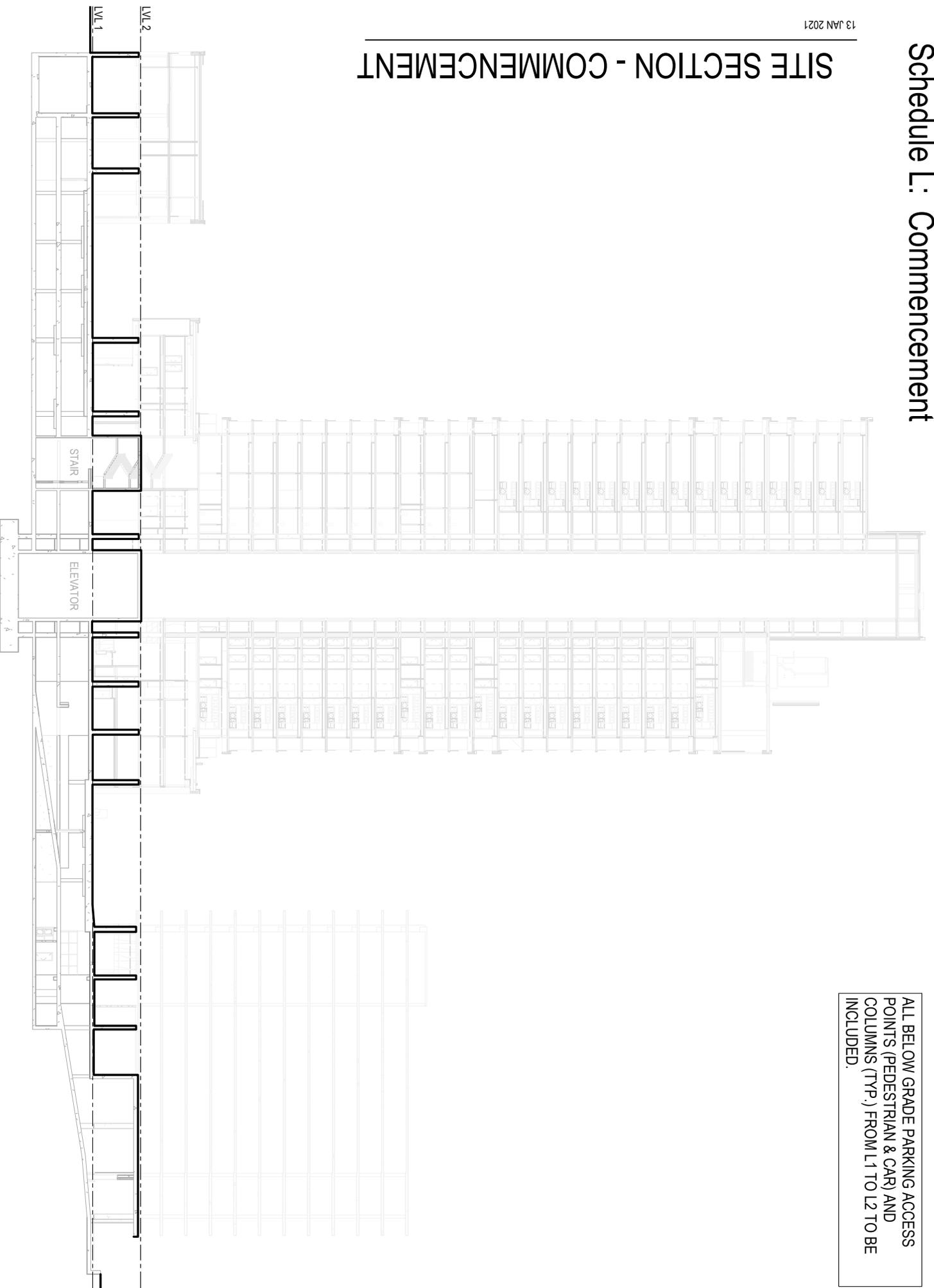


## ROOF PLAN

# Schedule L: Commencement

13 JAN 2021

## SITE SECTION - COMMENCEMENT



ALL BELOW GRADE PARKING ACCESS POINTS (PEDESTRIAN & CAR) AND COLUMNS (TYP.) FROM L1 TO L2 TO BE INCLUDED.

**Attachment B: Review of Relevant MPS Policies**

<b>Regional Center Secondary Municipal Planning Strategy</b>	
<p><i>Policy 10.25</i></p> <p><i>In addition to Policy 10.27, complete applications for development agreements on file with the Municipality on or before the date of the first publication of the notice of the intention of Council to adopt this Plan shall be considered under the policies in effect on the date of that notice. Where any such application is withdrawn, significantly altered, or refused by Council, any new development applications shall be subject to all applicable requirements of this Plan and the Land Use Bylaw. Applications that have not proceeded to public hearing within 24 months of the adoption of this Plan shall be subject to all applicable requirements of this Plan and the Land Use By-Law.</i></p>	<p>The application was submitted in 2016, well in advance of the notice of the public hearing in August of 2019. Staff have been working with the applicant and advise that there has not been any significant alteration to the proposal since the ad was placed in the paper as per the Centre Plan definition (see below).</p> <p>Centre Plan definition: Alter means to make any change in the built form or materials of a structure, or the size of any use or structure.</p>
<p><i>Policy 10.26</i></p> <p><i>Applications approved pursuant to Policy 10.25 shall include project commencement dates not exceeding three years, and project completion dates not exceeding: a) for the King's Wharf Special Area as identified on Schedule 4 of the Land Use By-law, twenty years from the date the agreement is filed at the Land Registry Office; and b) for all other areas of this Plan, six years from the date the agreement is filed at the Land Registry Office.</i></p>	<p>The DA includes commencement and completion dates which meet this policy.</p>
<b>Halifax Municipal Planning Strategy Section XI – Peninsula North Secondary Planning Strategy</b>	
<p><i>(Policies below reflect the Halifax MPS previous to the Adoption of the Centre Plan (In effect: November 30, 2019)</i></p>	
<b>Section 2: Commercial Facilities</b>	

<p><i>Policy 2.3.1</i></p> <p><i>In order to promote investment in commercial and residential redevelopment and to prevent conflict between new and existing uses the city may, through the land use by-law, identify areas that provide an opportunity for and will benefit from comprehensive site planning;</i></p>	<p>This site is on the former Schedule Q lands.</p>
<p><i>Policy 2.3.2</i></p> <p><i>In those areas identified in the land use by-law pursuant to Policy 2.3.1 all residential and mixed residential-commercial development over four units shall be by agreement.</i></p>	<p>Application is for mixed residential-commercial development over four units which requires a development agreement.</p>
<p><i>Policy 2.3.3</i></p> <p><i>In considering agreements pursuant to Policy 2.3.2, Council shall consider the following:</i></p> <p><i>(i) the relationship of new development to adjacent properties and uses; and, the mitigation of impacts on the amenity, convenience and development potential of adjacent properties through effective urban design and landscape treatment;</i></p>	<p>This area can be categorized as a mixed use area. The site abuts commercial to the NE, residential to the SW and a mix of industrial and commercial to the east. The height is centred in the middle of the site, fronting along Almon Street, away from adjacent properties.</p> <p>The land uses provide a transition from the commercial and industrial land to the east, which is zoned Cen 2 under the Centre Plan, which speaks to the desire to transition the land uses to a commercial/residential mix.</p> <p>The height steps down from Almon St and it gets lower as it reaches the properties on St Albans St. The building provides activation along the St Albans frontage in addition to activating Almon St and the interior driveways.</p>
<p><i>(ii) the appropriate integration of the development into the traditional grid street system of the Peninsula;</i></p>	<p>There are two driveways proposed—one will continue King Street through the site, the other will continue Clifton Street through, breaking up the block. This connects with the existing grid system.</p>

<p><i>iii) the design and layout of the development should encourage vehicular traffic to use Principal Streets and discourage traffic from infiltrating through existing neighbourhoods;</i></p>	<p>Driveways are designed as a shared street concept that would be used for all forms of mobility-- pedestrian, wheeled or motor vehicle. This would slow traffic in this area making it less attractive for shortcutting and encouraging principal streets to be used instead.</p>
<p><i>(iv) the creation of high quality design detail at street level through attention to such matters as landscaping, signs, building entrances, and vehicle layby areas;</i></p>	<p>The buildings are well articulated with high transparency and frequent entry points. Landscaping is proposed that will enhance the development, reduce the wind impacts and provide outdoor amenity space. The total building volume for the Building A is concerning and may negatively impact the street level experience through shadow impacts. The visual impact is reduced through the clever use of white around the tower of Building A to define and break up the massing visually.</p>
<p><i>(v) the provision of high quality open space and leisure areas of a size and type adequate for the resident population;</i></p>	<p>Amenity space is to be provided in accordance with the requirements of the LUB. The area also includes a pocket park that serves to provide green space as well as wind mitigation for the down stream wind effects from Building Element A.</p>
<p><i>(vi) residential and commercial densities consistent with municipal services;</i></p>	<p>Halifax Water is able to service the site.</p>
<p><i>vii) encouraging high quality exterior construction materials such as masonry; and</i></p>	<p>Using non combustible cladding and curtain wall construction, which appear to be high quality.</p>
<p><i>(viii) other relevant land use considerations which are based on the policy guidance of this Section.</i></p>	<p>The tower plate of Building Element A is quite large, but the unit size supports larger units that would be appropriate for families. The unit mix proposed under the development agreement will require 65% of the units in Building A be 2 bedroom with a total of 50% 2 bedrooms for the entire site.</p>

*Policy 8.1*

*The City should make every effort to ensure that developments do not create adverse wind and shadow effects. The means by which this policy shall be implemented shall be considered as part of the study called for in Part III.*

Wind study does not indicate any significant wind impacts.

# Attachment C: Community Engagement Report

Case 20871

Midtown North

6070 Almon Street, Halifax



## PUBLIC ENGAGEMENT JANUARY 22, 2019

On January 22, 2019 HRM Staff hosted a public engagement workshop at the Halifax Forum in the Maritime Hall. Along with HRM Staff, representatives from Westwood Group, WSP, and FBM Architecture were present. The purpose of the engagement session was to provide information to the public on the proposed development, explain the process involved for an application of this type, and receive feedback, hear concerns, and answer questions regarding the proposed development. Approximately 91 members of the neighbourhood attended the event at the Halifax Forum to provide feedback on the proposed development. The comments received during the engagement session will inform the process and form part of the public record.

The engagement session was broken into four parts: open house; presentation by Staff; presentation by applicant; and a workshop. At the open house, community members could see boards of the proposed development showing site plans, building orientation, elevations, renderings, and a 3D physical model of the site and surrounding neighbourhood provided by the applicant. The staff presentation was done by Jennifer Chapman, Planner III with HRM, and provided an overview of the process, role of staff, relevant policy, and high-level review of the proposed development. The applicants then gave a presentation highlighting the key points of the development, considerations for the neighbourhood, and explained the rationale behind the design. The final stage of the engagement session, participants were asked to break into smaller groups and join a table. At the tables the participants had the opportunity to discuss what aspects of the proposed development that they found appealing and what aspects gave them concern and to suggest possible solutions to their concerns.

## REVIEW OF PROPOSAL

WSP, on behalf of Westwood Construction, requested to enter into a development agreement which would enable a mixed-use development consisting of five buildings on a shared private driveway between Almon Street and St. Albans Street. The five buildings will be situated on three shared podiums with a total of 710,353 sqft (65,993.40 m<sup>2</sup>) gross floor area and 325 residential units. Below ground level under the site is a proposed two-level parking structure totalling 368,264 sqft (34,212.56 m<sup>2</sup>). The proposal has a shared street concept, extending King Street and Clifton Street through the site as private roads. Between Almon and St. Albans streets the private King Street extension allows access to the centre of the site where a small surface parking lot and event space, identified as King Square, is located. The private extension to Clifton Street runs parallel to the King Street extension and provides access to Clifton Green, a park space between residential uses and live/work studios.

**Building A:** Located in the centre of the site on Almon Street, Building A is a 25-storey residential tower situated on a two-storey commercial podium (total height: 27-stories at 287 ft./ 87.4 m).

**Building B:** Located in the centre of the site on St. Albans Street, Building B is a five-storey



Figure 1: Concept Site Plan (Source: WSP/FBM Architecture)

residential tower situated on a two-storey commercial podium (total height: 7-storeys at 91 ft./ 27.7m).

**Building C:** Located along the North-East boundary of the site, Building C is an eight-storey residential or commercial tower situated on a two-storey commercial podium (total height: 10-storey at 121 ft./ 36.8m).

**Building D:** Located along the South-West boundary of the site, Building D is a 10-storey residential building with one-storey of commercial on the ground floor (total height: 10-storey at 116 ft./35.3m.).

**Building E:** Located at the North-East boundary of the site, Building E is a two-storey cultural building with commercial uses located along the ground level (total height: two-storeys at 57 ft. 6 in./ 17.5m).

## WHAT WE HEARD

During the workshop session, participants were asked to list their likes and concerns regarding the proposed development. In total we received approximately 200 comments regarding a variety of topics for both categories. The comments were then sorted and a copy of the raw data can be found in Appendix A of this document.

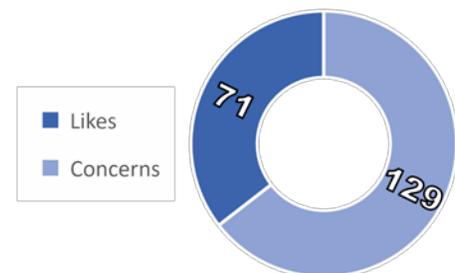


Figure 2: Type of comments

## WHAT WAS LIKED?

In total we received 71 comments relating to what was liked about the proposal, the breakdown can be seen in Figure 3. The comments were sorted into six (6) categories as they were generally consistent, the comments have been summarized below. The full comments can be found in Appendix A of this report.

- 1 - Neighbourhood Concept
- 2 - Connections
- 3 - Design
- 4 - Open Space
- 5 - Mixed Use
- 6 - Housing Options

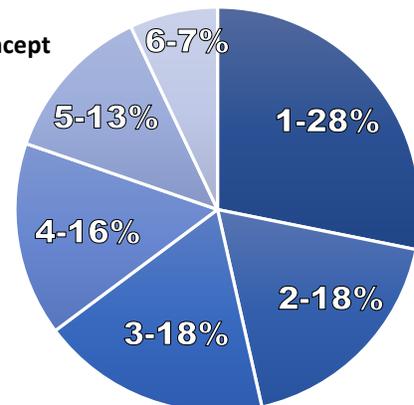


Figure 3: What was liked?

### Neighbourhood and Mixed Use

Broadly, the most liked aspect of the proposal is the neighbourhood concept and proposed vision for the area. Participants commented it will be an improvement to the area and that the development of a new neighbourhood will be a great conversion of a former industrial site. It was cited multiple times the proposed residential uses and the way they relate to the public space is appreciated, such as the live/work studios fronting onto Clifton Green, and how this will increase the interaction between public and private realms within the neighbourhood. One of the consistent comments that we heard was how the proposed cultural space will provide interest in the neighbourhood and will help replace some community spaces that have been lost. The idea of mixed use was supported by the comments and it was suggested that it would encourage great active uses at grade through the proposed development. There were several comments in favour of the proposed mixed uses and the benefits that the kind of development brings to an area. Some of the desired uses for the area included grocery, cafes, studio spaces, and co-op/start-up space.

## Design and Connections

Staff received many positive comments related to the design and improved connections to the existing neighbourhood. Re-integrating the grid network for public use by connecting Almon Street to St. Albans Street through the proposed King and Clifton private road extensions was a well received aspect of the design. The idea of extra wide sidewalks along Almon street were also commented on multiple times and was something that the public would like to see implemented on the site.

Several comments reflected that the design of the buildings is modern and that people felt positively about the layout of the site. Staff also heard that the public felt that there has been consideration for wind and shadow impacts for the area. Several of the comments believe that the height of the buildings is acceptable for the area, the density is appropriate, and the height is offset by the amount of open space in the surrounding area. One comment in favour of the height and density states that the proposed development intends to increase density in an area which is near the downtown core and does so by redeveloping an area which has been underutilized from a residential standpoint.

## Open Space and Housing Options

The open space considerations of the proposed development were well received by the public who were in attendance. Specifically, comments indicated that the parks, green roofs, trees, and the relationship between townhouse, live/work studios, and green space were considered to be positive features of the proposal.

Additionally, the comments indicated that the public supported the intention of providing affordable housing and varied housing options on the site.

## WHAT ARE THE CONCERNS?

Through the public meeting we received 129 comments regarding concerns members of the public had regarding the proposed development, the breakdown of the comments can be found in Figure 4. The concerns with the proposed development were less homogenous than what was liked about the development. This resulted in eleven (11) categories ranging from traffic, with the most comments, to impacts on the pedestrian and transit network, with the least comments. The comments have been summarized below. The full comments can be found in Appendix A of this report.

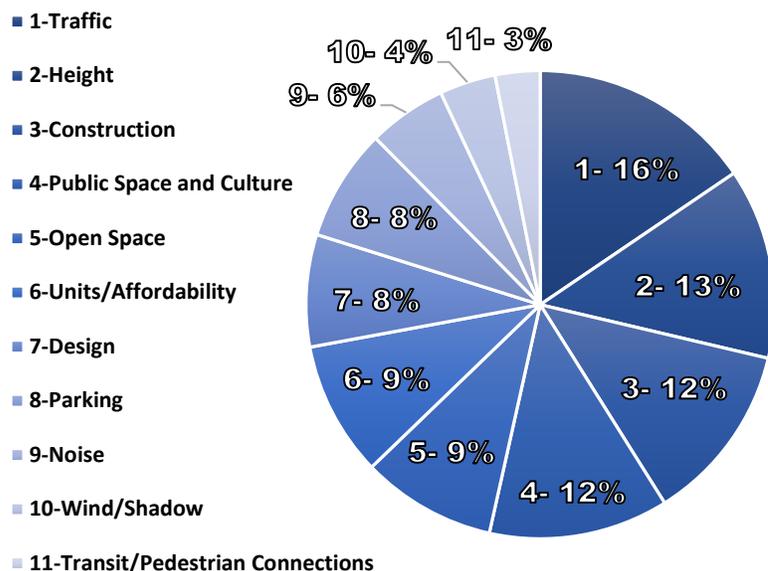


Figure 4: What are the concerns?

## Traffic, Parking, and Transit/Pedestrian

Traffic, Parking, and Transit/Pedestrian were concerns which were raised at the open house, with 34 comments relating to these categories. Some participants would like to see the potential to one day incorporate Bloomfield Street into the new grid on the site. Generally, the comments around traffic related to the increase that would occur with the scale of this development in an area which is already perceived to be congested. As one participant stated, the increases in vehicle traffic will impact the adjacent and feeder streets and the amount of parking proposed will invite more cars. Also discussed, was how the shared street concept would function and where the priority sits between pedestrian and vehicle traffic, as well as slowing traffic and preventing shortcutting through the community. Comments were received regarding the impact parking will have on the area. These comments ranged from losing existing free street parking to the high ratio of parking needed on the site to accommodate the number of units that have been proposed. The public also raised concern about the amount and location of visitor, customer, and overflow parking.

Concerns were also raised regarding the placement of bus stops and how the bus routes will be affected in the area. The public questioned if Halifax Transit has been consulted through the process and if there will be a need for a pedestrian crosswalk across Almon Street, between Gladstone Street and Robie Street.

## Height, Design, and Wind/Shadow

Height, design, and wind/shadow were brought up a number of times and accounted for a total of 32 of the concerns relating to the proposed development. Height is a major concern among the participants at the open house. Many of the comments relating to height stated that 27 stories for this area is out of context with the surrounding neighbourhood. Some participants would accept the height if the profile were slimmer or the density was distributed across the development, other participants would like to see the building be 17 stories maximum or no taller than the neighbouring Gladstone or Point North developments.

Some comments reflected the desire to see buildings which are slimmer and less boxy in appearance with more articulation at the top. Other comments indicated an interest in seeing historic elements incorporated into the design of the site and buildings. The public also expressed concern about potential wind impacts of the proposal. Shadow was less of a concern as it was stated that much of the shadow impact would be across the street on the Rona and Shoppers Drug Mart properties.

## Public and Open Space

Public and open space issues were brought up as concerns a total of 28 times. Participants were concerned with the lack of definition regarding the cultural space which has been proposed within the development. Many comments were concerned with the dual use aspect of the King Square space and worry that it will always be the overflow parking area for the site rather than a multi-use square supporting the neighbourhood. Several comments noted that King Square would be a great opportunity for a green space within the site and could provide opportunity for the restaurants and patios that may front onto the Square. It was noted through the open house that more green space is need in this area as there are no parks of any substance within a short walk of the area and that park space needs to be of quality, not just treed parking areas. There were questions around what type of open space would be available, if the green roofs will be publicly accessible, and that there may not be sufficient green space for the residents.

## Construction and Noise

Construction and noise account for 23 of the comments received from the public. There were many questions regarding the duration, phasing, and how the neighbouring communities are going to be impacted during the construction. The impacts from blasting came up several times and questions around potential mitigation of this activity. Construction noise was a primary concern for many people as well as noise concerns related to residential units, balconies, onsite trucks, and the proposed pubs and squares.

## Units and Affordability

There was a total of 12 comments relating to the types and affordability of units within the proposed development. Many of the comments are regarding the pricing and what will be considered affordable within the context of this development. Several concerns were raised regarding fixed income support and providing housing for those on fixed incomes. Some participants were concerned that the units may be unable to accommodate families and that there could be high turn over within the neighbourhood.

## IDEAS

As part of the meeting, if time permitted at the table, participants were asked to provide ideas or solutions to help provide direction to their likes and concerns with the development. It was thought that having an anchor tenant as one of the commercial spaces would help provide a base level of customer traffic and that a business like a late-night coffee shop would be a good option for the area. Other participants suggested that public art, unique architecture for the cultural space, and larger spaces for trees to grow would be good additions to the development. Also proposed was the possibility of having direct access to medical services from the street and that having a diverse group of retailers and services would be beneficial to the neighbourhood. As mentioned under the Neighbourhood and Mixed-Use section, some of the desired uses for the area included grocery, cafes, studio spaces, and co-op/start-up space. It was also suggested that the live-work studios need to be affordable and that the office spaces should be oriented towards small office uses.

## SUMMARY

There were broad themes that were discussed at all of the tables in some form. The most common of these were around height, neighbourhood concept, connections, traffic, construction, and public space.

Height was brought up as both a liked part of the design and concern in the context of the compatibility with the surrounding neighbourhood. Height and density were viewed as good components of the design and some participants felt as though a former industrial site close to downtown was a good location. However, it was felt by other participants that within the context of this neighbourhood and the surrounding developments, 27 stories would be out of character with the area. The Gladstone and Point North buildings were used to illustrate what participants considered to be appropriate heights for this area.

The neighbourhood concept was well received by participants and there was consensus around the concept that the live-work studios, and the creation of a cultural hub would benefit the neighbourhood and be a good use of a former industrial site. The establishment of new connections for both pedestrian and vehicle traffic was liked by the participants at the meeting, with several people commenting they liked the re-establishment of the grid in the area, the proposed wide sidewalks along Almon Street, and the contained on-site parking.

There were concerns raised around the amount of traffic the proposed development may bring to an area which is already perceived to be congested. A number of participants raised general concern around traffic in the area with several curious how the shared street concept will work and how short cutting through the development will be handled. Construction was another concern brought up with blasting and the length of time or phasing of the construction being the primary concerns. Public space and cultural uses were a concern for some of the participants. There were several questions around the proposed use of King Square as a parking lot and open space and how often the space would be used for activities other than surface parking. There were many concerns raised regarding the amount and quality of the open and green space, as it is felt by some participants there is a lack of quality spaces in the neighbourhood.

This feedback and engagement helped to illustrate what the public and residents value most in their neighbourhood. The topics which are recurring will help prioritize the needs for the neighbourhood and changes which may be made to the development during the process. The comments received during the engagement session will inform the process and form part of the public record. Feedback on the development is encouraged throughout this process and will help guide decision-making for this and future developments. Thank you to all who attended the open house and participated in the table discussions, your feedback is valued and appreciated.

## APPENDIX A – COMMENTS

### The Likes (71 Comments)

#### Neighbourhood Concept (20 Comments)

- Residential that relates to the street
- Studio live/ work uses
- Improvement to the neighbourhood
- Cultural space adds interest
- Cultural space
- Mixed income housing
- Making a neighbourhood
- Continuation of the street
- Community aspect (The vision)
- A new neighbourhood
- Cultural Hub (Could create spaces that were lost)
- Live work studios
- Increasing public/private interactions of people in neighbourhood
- Will be an addition for the whole neighbourhood
- Looks like it will be an addition to a grungy area
- Designated cultural space a positive X3
- Better than existing
- Clifton not a great street as is, like that Clifton will be improved through the concept
- Building a community
- New development for redevelopment of industrial site

#### Connections/Parking/Traffic (13 Comments)

- Contained underground parking
- Parking – Like that there will be reserved parking for commercial
- Re-integration of the Grid
- Connection of King and Clifton
- Design Kings Square like Argyle where it is for pedestrians first
- Pedestrian connection to Gladstone, but how will the connection be dealt with?
- Wide sidewalks on Almon
- Idea of permanent throughway publicly 100% open from Gladstone through to Bloomfield for bike and pedestrians, strollers and wheelchairs
- Very wide sidewalks on Almon street are important, regulate in DA to 20+ feet
- Liked to hear about so much parking on the site
- Like the wide sidewalks, put that in the DA
- It provides access to two side streets that are currently off the road grid, and it does so with seemingly inclusive design features.
- 2 street through Clifton

### Design (13 Comments)

- Modern look/design
- Generally nice design and layout
- Locations of towers
- Design of the building (as seen in renderings)
- Attractive
- Height
- Density is good
- Consideration for wind and shadow
- Height is offset by surrounding open space
- Like overall layout, with shadows falling on Rona and Shoppers and little in the common green space
- Overall design ok
- Height ok, I was in favour of developments on Young St and the Monahan Towers. This former industrial area is where height can go.
- Intends to increase density in an area that is very close to downtown core. It does so by redeveloping lots that were underutilized from a residential standpoint.

### Open Space/Green Space (11 Comments)

- Green space
- Green space
- Green space
- Parks
- Relationship between townhouse and green space
- Green roof
- The tree plantings
- Trees/Street Trees
- Pedestrian availability – Add more!
- Parks and roads through
- Affordable housing park

### Mixed Use (9 Comments)

- Mixed use/room concept
- Office and residential
- Employment and residential together
- Mixed development
- Commercial space
- Mixed use
- Benefits to mix of uses
- Great active uses at grade along Clifton

- Allow grocery, cafes, roastery and coffee shop, flower shop, hardware, movie, wo-working, start up zone, artist studio space

#### Housing Options (5 Comments)

- Affordable housing
- Affordable housing
- Different types of housing and affordability
- More affordable units are good
- Family housing is great with doors on the street “townhome style”

#### The Concerns (129 Comments)

##### Traffic (20 Comments)

- Increased traffic
- Transportation impacts
- Transportation issues
- Traffic from site
- Traffic increase
- Traffic (was concerned thinking all on St. Albans, better that there is a split from Almon to get to underground parking)
- Traffic
- Traffic at King and Almon giving number of parking stalls
- Increased traffic
- How to slow traffic
- Increase the vehicle traffic on the adjacent and feeder streets, and the underground parking will invite more cars. This will have ramifications for air quality in the area, and again pedestrians and cyclists. This will also have negative ramifications for street noise all the way down to the west end side of Almon Str. These costs are not explicitly recognized and factored into the costs/benefits of the proposal. Yet, they are perfectly anticipated consequences of this development, and can be remedied by scaling down the towers and the underground parking.
- Where will Gladstone vehicles go. Almon
- Stopping commuters from driving through
- Congestion on Clifton conflict with pedestrian oriented streets
- Additional stop lights on Robie and Almon
- How will the shared street concept function?
- How to prevent shortcutting through community
- Obstruction of right of way during construction behind building C
- Hopefully the laneway between Robie and King will be used for delivery/trash to keep that out of the King/Clifton area
- 3 Driveways at Building D

## Height (17 Comments)

- Height is out of proportion with the neighbourhood
- Why 27 storeys? Does it need to be so tall
- Height
- Tall building (would prefer 17 storey, Gladstone height, spread-out around the site)
- Height (Make the 27 smaller and the 10 larger)
- Tower too tall and wide
- 27 storey building seems out of context
- Concerned about the precedent setting more than the height itself
- Taller tower would be more acceptable if it were slenderer with huge setback after first and second story, think how the Alexander appears on Lower Water
- Height of building A (for perspective, 27 stories vs 18 for Point North which already stands out for its height)
- Height of the buildings is not in keeping with residential neighbourhood to the south west (suggest keeping similar with Gladstone building)
- No taller than Gladstone Ridge ideally, way too tall!
- No taller than Point North
- I am against "vertical sprawl"
- A 25 storey tower will take away from the intended plaza feeling. Drawing at the street level look great, but once pedestrians and cyclists are below a building this high, they will NOT instinctively find it attractive or inclusive, feeling dwarfed by the towers surrounding them.
- Adjacent scale matters. I do not know what the council can do to prevent the height exceeding 15 stories max. But if not done, much of the design features will likely remain wishful thinking.
- 27 storeys is too high

## Construction (16 Comments)

- What's the construction duration
- Water pressure
- Water Pressure (I live on Almon, there are issues now)
- How will the neighbourhood be impact during construction?
- Blasting is a concern
- What is the phasing
- Construction
- Impact of construction on surrounding buildings
- How to get rid of the oil in the old Acadian Lines Station
- Construction process
- Damage from blasting
- Add colour no gray buildings
- Design needs improvement

- Tearing down buildings which could otherwise be cultural space
- Impact to client experience in my spa business tranquil setting
- Blasting and potential damage to residential foundation nearby, will assessment be done prior to blasting?

#### King Square/Cultural Uses (16 Comments)

- What is the cultural space
- Consultation with Kazan Theatre Owner
- Tax break for cultural hub
- Turn King Square into green space, King Square need work, minimal green space in area
- Opportunity to green space. Could be beneficial to restaurants-patios
- Number of days in the year to designate Kings for patios
- Orient the entry to the cultural space with Kings Square
- Electric vehicle charging stations in Kings Square
- Include social enterprises the likes of which were previously on the site
- Acknowledge complexity of building, arts space so it can serve diversity of artists
- Dual use sounds good, but Kings Square will likely just be parking
- More public open space that is green and not used as parking
- Kings Square is meaningless as a public space if there are no stipulation in the DA about it being closed to cars at certain times reliably every week
- Would be nice to see affordable community space to welcome organizations like “Good things in Store” and “Bike again back again”
- Sign public MOUS with some of these organizations to give us assurance they will have access
- Cultural should be directed back to Bloomfield heritage school buildings and atrium link

#### Outdoor/Green Space (12 Comments)

- No playground space, Natural playground
- Add levels to open space
- Make friendly to kids
- “wave” art
- Use trees for passive shading
- Be specific about which building have green space, should be all, roof top gardens?
- More public open space that is green and not used as parking
- Amount of green space vs the amount of people crammed into this area
- Need more green space
- Ensure sufficient green space and or common space for residents

- More green space is need on this because there are no parks of any substance within a short walk of this area. The city needs to take leadership on this, not just a treed parking lot, but actual quality green space
- HRM: What is the green space sqft (especially natural open space) per person in these blocks (Windsor, Young, Argicola, North) compared to other parts of the peninsula and try to equalize it!!!

#### Units/Affordability (12 Comments)

- Affordability of units
- Quality of materials in accessible/affordable units
- Cost/affordability
- Accessibility
- Fixed income support
- Accounting for pensions
- Rental pricing for all units, not just affordable
- Enough tenants
- Subsidized rentals Could add to a lot of movement in the neighbourhood
- Unit size to accommodate families
- Affordable building looks depressing compared to others
- Building E institutional/cultural? I would prefer affordable housing geared towards individuals who live independently with disabilities such as vision, mobility, and who do not have large incomes to afford quality accessible units.

#### Design (10 Comments)

- Keep potential to incorporate Bloomfield Street into the grid
- Don't put podium where street could go one day
- Buildings are boxy, echo the heritage of the area more in articulation and colour (eg bishops landing)
- No elevations or vies from Robie, current buildings on Robie are only 2 stories so building "C" will loom overall those, want to know how that will look
- This is such a huge and complicated proposal and it is so hard to understand; would you consider doing a second consultation after the PAC and before the hearing to see if developer/partners want to incorporate more public feedback
- Concern about back of building C and E
- Online there was a design of old bus. Really liked that nod to heritage
- Mentioned to Danny C on Gladstone project there should be commemoration of the horses from military stables/field days
- More articulated attractive top (Like Alexander) as to not loom so boxy
- Monolithic facades. Not the Doyle. Should be broken up x3

#### Parking (10 Comments)

- Visitor parking
- Increased parking

- Overflow parking
- Not enough visitor parking
- Loss of free street parking
- Will there continue to be free street parking, this is important
- Lots of parking needed!
- Parking garage: where is the entry and exit, will right of way lane be access to the parking?
- High ratio parking to residential units needed to avoid excessive parking on residential streets nearby.
- Parking spots needed for residential plus lots of community parking

#### Noise (7 Comments)

- Balcony noise
- Unit noise
- Beepers on trucks
- Noise from squares
- Evening pub noise
- Noise (need notice for blasting)
- Concerned about noise throughout construction, during daytime and evening hours

#### Wind/Shadow (5 Comments)

- Consequences, implications, traffic, lots of people, seems brushed over, wind tunnel, shadows
- Wind
- Wind
- Wind turbines within the buildings
- Shadow

#### Transit/Pedestrian (4 Comments)

- Where will busses stop
- How will metro transit be consulted
- Will bus routes change
- Need pedestrian crosswalk on Almon Street

Attachment D: Renderings



**VIEW FROM SHOPPERS**  
**RICHMOND YARDS - TOWER A EXTERIOR ENVELOPE REDESIGN**



**VIEW FROM GLADSTONE**



VIEW FROM NORTH WEST

RICHMOND YARDS - TOWER A EXTERIOR ENVELOPE REDESIGN



VIEW FROM SOUTH EAST