

## Appendix A - Proposed Amendment

Clause(s)	Request	Rationale
<b>3.1 Subdivision</b>		
3.1.1	Consider introduction of a notwithstanding clause providing for subdivision out of phase under certain conditions.	This has already been suggested as part of a non-substantive amendment submitted in April of this year. Further, HRM staff developed language supportive of this approach in 2015.
3.1.4/3.1.5	Consider consolidating 3.1.4 and 3.1.5 to address any required waivers relating to width, depth and frontage for any park to be granted to the city. Also, consider removing discretion on part of the Development Officer.	Simplification. Also, it is unclear as to why or how this at the discretion of the Development Officer; on what basis might they accept or reject such a waiver relating to lands intended for the city? Lastly, while we have attempted to do so, naming parks in advance may complicate matters in the future.
3.1.6	Consider adding a clause waiving frontage and area of requirements regarding the water lot portion of KS-5. Indicate, also, that upon Subdivision, KS-5 will no longer be subject to the terms of this, or other related development agreements and will therefore be free from encumbrances imposed by the city.	This is intended to ease transition of this water lot to the Port Authority; they will not accept land that is subject to encumbrances. While subdivision is not technically required to transfer land to the Queen (a retracement is the alternative), it does provide a trigger for releasing the resulting water lot from the agreement(s). The alternative, it seems, would be to use a retracement and place the resulting lot in escrow until such a time as Council, by resolution, released it from the agreement(s). At this point, the transfer could be completed.
<b>3.2 Schedules</b>		
3.2.1	Requires language change	The revised plan diverges substantially from the original plan and reference to the original, if necessary, should make this clear.
3.2.2	This sub-section may either be revised to include interim uses, or a notwithstanding clause introduced.	Interim uses have been requested in the non-substantive amendment application submitted in April but may be deemed substantive on further analysis. In either case, suitable language / provisions must be included.
3.2.3	Schedule A must be updated to reflect the most recent subdivisions.	As there are now a great many condominium owners, it is not clear if it is expected that they should all sign, or that the boards would be signatories. We had anticipated that we would have a better understanding of this by now as the same situation was brought to light when the non-substantive application was submitted in April of this year.
3.2.3	Schedules B, C, E and G are updated to conform to the proposed site plan.	The rationale guiding the comprehensive overhaul of the site plan is discussed in the attached letter. Primarily however, we've sought to create a great place for people with all else playing a supportive role.
3.2.3	Schedule D is updated to depict a revised phasing plan consisting of 3 phases.	

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3.2.3	Schedule F is updated to depict a new approach to view corridors crisscrossing the site.	As with the original agreement - new, previously un contemplated view corridors have been introduced while others have been revised. In the case of the King Street corridor, the value of which is questionable as detailed in the forward, we are seeking slight intrusions toward the far end. The Prince Street corridor has been reinstated and Alderney Drive is dramatically improved. A corridor which once ran through Park B has been realigned to provide a better built environment in the Marina area. This was felt to be appropriate for several reasons: from a public perspective, the corridor is ineffective due to the height of King's Wharf Place and to the extent that it might provide views through the site, they would only serve private interests. Lastly, it is not a required view corridor under the Downtown Dartmouth Planning Strategy.
3.2.3	We propose that Schedule be revised to refer to the Design Guidelines and Building massing and heights diagram.	Consistent with changes in Downtown Halifax, we propose a change from detailed building descriptions to a series of form-objectives and performance standards. This serves two purposes: it will ease a transition to expected new policy for Downtown Dartmouth and, more importantly, limit unreasonable expectations which can result from a lack of detailed design on a site this large and complex.
<b>3.3 Land Use Controls: Mix and Density</b>		
3.3.1	Delete reference to "the proposed Land Uses".	A failing of the original Stage 1 agreement was the attempt to prescribe land uses within each building. One of the goals of moving toward a form-based approach to land use planning is to allow more responsiveness to market needs. Sub-Section 3.3.2 lays out the proposed land uses and 3.3.3 generally indicates maximums for the site. together, along with phased tracking, pinning down the exact location of uses would seem contrary to objectives.
3.3.1	Allow for interim uses	As introduced in the April, non-substantive amendment application, interim uses are important to activate the waterfront, create a culture of attending the site and help with aesthetics of lower site during the next several years while construction is focussed along King's Wharf Place and Anchorage Drive.
3.3.2	Allow for bachelor units	Bachelor suites can provide for more affordable units, but also increase floorplate efficiency which helps keep project costs down.
3.3.2	In addition to the large hotel, allow smaller, boutique hotels or inns.	It can be anticipated that these may be popular near the marina.

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3.3.2	Note Marina(s) as a use, but without limiting their location nor the timing of construction. As construction moves around the site, interim marinas may have to move in response.	While the current DA shows a substantial marina on the plans and included in phasing, it is not listed here as a use. As it is likely that there may be more than one marina on the site, marinas, and accessory uses thereto, could be listed as a use but without distinction as to when they would be developed. In the case of King's Wharf, interim marinas will primarily consist of structures at the water's edge and slips in the water. A small support building may or may not be required. On a site as large as ours, and one contained in the Marine Business Zone, excessive regulation would not be warranted. Of note, downtown Dartmouth policy indicates a desire to provide more marina and boat slips in the Dartmouth Cove area.
3.3.3	Revisions to sq.ft. maximums.	While we are close in terms of residential units (and mix), we are a long way off on commercial (quite a bit more) which is offset by lowering office space (for which there is little expected demand over the next while). Building E, alone, will provide between 35,000 and 40,000 sq.ft. of commercial leaseable space (mostly for one tenant - a much needed grocer). As staff have suggested that commercial should be spread liberally about the site, higher commercial limits will be a necessity.
3.3.6	Consider amending to a simple cap at 1500 residential units.	1500 has been the upper limit from the start and is well below the 75 units per acre permitted in the Waterfront Designation. It is also substantially lower than was proposed on 2013.
3.3.7	We request that person-density be revised to 1.5 for 1 bedrooms and 2.5 for townhouses.	This request is based upon sales and renting trends at this location.
3.3.10	Insert notwithstanding clause relating to 3.2.1, 3.3.1, 3.4.1 and 3.3.10 to permit interim development.	As introduced in the April non-substantive amendment application. This application would result in changes to the existing Stage 2 agreement as well.
<b>3.3 Land Use Controls: Architectural Guidelines</b>		
3.3.12	This sub-section may be deleted, or simply modified to refer to new design guideline approach.	As we are treading new ground, but integrating a design guideline approach, exactly how to package this is unclear. Fares is happy to work with cith staff on how to best achieve shared objectives in this regard.
3.3.13	Consider revision which notes the Urban, Marina and the Residential Districts. Consider detailing how street sections, building volumes and max heights, along with design guidelines, will result in an organic and complementary built fabric. Indicate latitude is necessary to address wind-related findings on detailed review.	The current clause is somewhat arbitrary and overly prescriptive for a project with such a long build-out. Fares can provide input for this clause if desired.

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New	Consider a statement about suitable signage regulations being instituted in Stage 2 DAs	This was addressed in the April NS Amendment application. Current Downtown Dartmouth Signage Regulation is out of date both with respect to style and technology.
<b>3.4 Phasing</b>		
3.4.1	Revise to permit Occupancy Permits for Interim Uses as provided for herein.	This is necessary if interim uses are to be permitted.
3.4.2	It is proposed that this section be revised to indicate a total of 3 phases. This is contingent on the ability to do multiple DA.s within a phase.	Having few, but larger phases allows for more effective development of major infrastructure, increased market responsiveness and the option to use a variety of architects so as to achieve a more organic built-environment than would be probable under the current approach of one Stage 2 agreement per phase.
3.4.3	Tie Phasing to implementation of Risk Management System Implementation	It is anticipated that the findings of multi-stakeholder, risk mitigation group will be to propose a staged increase in population on the site subject to phased implementation of safety measures - the first and foremost being completion of the Ferry Park Trail.
3.4.5	Amend to provide for multiple DA.s within a phase.	Attraction of outside investment may bring with it differing priorities for individual buildings. Allowing multiple agreements within a phase allows fine-tuning which is necessary for a project of this scope. This is particularly true where we are proposing finer granularity of buildings in the site. As well, it is less likely that buildings would offer a sameness in design as is the case in the first phase - both as many different architects would be used and as more time could be spent on individual buildings/sites rather than rushing design of several at a time.
3.4.6	Amend to permit some overlap in phases for continuity of construction.	This must be amended if we are to move forward with multiple DA within a phase and fewer, but larger, phases. Perhaps refer instead to substantial completion of a phase. We would suggest 80% complete as a reasonable milestone.
<b>3.5 Environmental</b>		
3.5.7	Revise Clause to reflect current understanding that specific conditions relating to design and constructions details relating to off-site lands must be handled in separate agreements.	This clause must be revised to reference an agreement outside the DA as the lands in question are the property of the city. The intent can, perhaps, be noted in the agreement however along with reference to the other, relevant agreements.
<b>3.6 Roads and Services</b>		
3.6.3	This sub-section no longer seems necessary.	Traffic studies do not suggest a need for a second access, the Red Book standard is not suited to this application and Risk Mitigation will be handled otherwise.

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3.6.4, 5 & 6	These sub-sections will have to be revised should our proposal to abandon the Grade Separated Access (GSA) in favour of alternative risk management systems be approved. The Stage 2 agreement should also be updated in this regard.	Pursuant to the Emergency Systems International (ESI) report , in lieu of a GSA, we propose a combination of physical, procedural and technological risk mitigation measures. These are broader in scope and will provide substantial risk mitigation benefits for all areas of the municipality which feature railway crossings.
3.6.7.1	Revise sub-section concerning encumbrance of municipal lands for clarity	The intent of the clause is not clear
3.6.8	Replace "feasible" with "practical"	While locating within the street ROW may be feasible, it may not be the best solution in all cases.
3.6.9	May require revision to address bio-swales	Bio-swales, by nature, are not located underground.
3.6.11	add "unless otherwise detailed within the appropriate Stage 2 agreement."	This site presents challenges which may not always be addressed by standard provisions.
3.6.14	As we are not currently proposing an above grade parking structure, we may wish to delete or alter this provision.	No above grade parking structure is anticipated.
<b>3.7 Parks and Open Space</b>		
3.7.5	Revise to allow for alternative design through the DA process.	This allows a broader design response to allow for our exposed, coastal site context and tight urban form.
3.7.6	Revise for clarity.	This clause features a number of problematic statements. It suggests that private lands will be finished to a municipal standard and seems to be mixing public and private park criteria. The term 'private parks' is also misleading since it is expected that the public will have access over these spaces. As well, the term, 'equipped' may also lead to assumptions.
3.7.7	Further consideration required on this sub-section	It is expected that we will be over the 10% parkland contribution requirement which is normally expected in subdivisions - particularly when the construction of Ferry Park Trail is taken into account. It may be that some changes will be necessary to parks - but not so as to reduce the contribution to below an mutually agreed upon threshold.
3.7.9	Update to include new park names. Consider update to indicate that parks A&C are not public.	
3.7.9.2	Delete or replace with a statement outlining all parkland which both parties agree will transfer to HRM.  Add sub-section referencing the agreement relating to the Ferry Park Trail which is almost entirely on HRM land.	It is not reasonable to leave these decisions to the Stage 2 DA as it can result in excessive charges to condominium boards which has become a concern. Further, it is expected that amenity contributions will exceed requirements. At some point, the agreement must state which properties will be

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	<p>Add sub-section regarding construction agreement concerning the Cove Beach park which is partially on HRM land.</p> <p>May require a sub-section regarding possible relocation of the Trans Canada Trail to KW lands.</p>	<p>While this may not be feasible due to setback suggestions contained in the 2013 rail interface guidelines, the option may still exist.</p>
<b>3.7 Amenity Space</b>		
3.7.10	Consider revision for clarity. Include the 25% reduction noted in DD LUB 10(6)	It is our understanding that amenity space requirements attached to this project are derived from the Downtown Dartmouth LUB (10(6) concerning the Business District zone, not the Subdivisions Regulations. Given the amount of public parkland, it would seem reasonable to automatically grant the reduction of required amenity space. (Which we will likely exceed in any event).
3.7.10.1	Delete	It is requested that decisions relating to which parks are to be public will be made during Stage 1 Approval.
3.7.10.2	Update for clarity	It is not clear that this has been tallied, nor how one decides on the area / value calculation. It may be moot however if we are over the required contribution.
<b>3.7 Waterfront Promenade</b>		
3.7.11 b	Suggest a minimum dimension of 4.1m. Also, we request that it not be restricted to asphalt.	The Redbook Design Manual standard HRM 41 for off-road trails requires a 4.0m travelway with 0.5m sod or gravel shoulders for a total of 4.1m minimum. Asphalt walkways are not in keeping with the King's Wharf aesthetic.
3.7.11 c	Amend to permit Halifax-style boardwalk / water interface.	If a boardwalk is immediately adjacent to the water with a straight drop to adequately deep water, this requirement should be waived per the rest of the city's boardwalk. This is in keeping with the accepted standard and also allows boat docking.
3.7.11 f	Revise to permit a standard which is more appropriate.	This is not a street - but a pedestrian walkway; over lighting will result in light pollution which will limit views of the Halifax skyline. In some cases, bollard lighting would be preferable.
3.7.12	Revise for clarity.	This seems to support the request noted in 3.7.11 c as 'wharf' implies a place where boats may dock and unload. Any railing would impede this function.
<b>3.8 Barrier Free Access</b>		
3.8.2	Unnecessary Clause.	This clause would seem to be unnecessarily rigid. 3.8.1 gives opportunity for city staff to ensure appropriate barrier free access is provided.

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<b>3.9 Viewplanes</b>		
3.9.1 / 3.9.2	Remove Section.	As viewplanes previously encumbering King's Wharf have been removed, and where introducing new viewplanes after approval of a Stage 1 DA would not be in keeping with fair planning principles, we feel that this section should be removed.
<b>3.10 View Corridors</b>		
3.10.1	Rather than suggest an amendment to this subsection, it is proposed, instead, that policy be amended to allow for changes to view corridors noted within the applicable planning strategy.	There are several problems with long, regular view corridors: they funnel wind (in our case, the dominant winter wind), they intrigue the mind but briefly and, if overly long, they present little of value. The King Street view corridor is a case in point: from Portland St., it is over half a kilometer to the water. At this point, one sees but a narrow, sliver of water. Topping this off, the land-view above the water is of the Sewer treatment plant. In short, while this looks good on paper, in reality it does little to serve the intention of connecting one to the harbour. On the other hand, we propose new corridors and views which offer improved visual connection to harbour life.
3.10.2/3.1 0.3	These provisions would not seem to be necessary if policy is amended per city staff recommendations of 2008.	In the report concerning case 00798 we see that a recommendation was made to amend policy concerning view corridors so as to acknowledge that alternative corridors or views may better serve the objective. There does not seem to be policy support currently for either 3.10.2 or 3.10.3. Further to this, as it stands currently, policy requires only King and Prince View Corridors. (Schedule C-3, DD LUB)
<b>Part 4: Amendments</b>		
4.1 (b)	Delete reference to the GSA	Provided the suite a risk management provisions proposed by ESI are accepted along with a phased approach to adoption, there is no longer a need to consider the GSA.
4.1 (d)	Revise to "Phasing".	As the word, 'schedule' can have more than one meaning, the wording of this provision has resulted in some confusion. If the DA is to contain information concerning phasing in both text and a latter schedule, both would be amended at the same time so as to be in sync.
4.1 (e)	Consider necessity of this clause.	Provided we demonstrate that we are on-track with land-use gross area tabulations, and where we are moving to a form-based approach with a less regulated mix of uses allowing for responsive market adaptation, this clause would seem unnecessary.

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4.1 (g)	Revise to include height and massing.	As we respond to market changes and construction complexities, there may need for changes to height or massing of buildings as development proceeds. Non-substantive amendments still appear before Council and are subject to public scrutiny.
4.1 new	Boardwalk / Waterfront Promenade - Location and nature.	The exact nature and layout of trails around the site cannot be determined without detailed design in each instance. This is particularly true of areas expected to sustain wave action in larger storms.
4.1 new	Parking - # and location of both interior and exterior parking areas.	Between urbanization, the advent of autonomous cars and car shares and growing disinterest in car ownership, the nature of car use is changing rapidly. As this project will build-out over 10-15 years, some scope in this aspect may be beneficial.
4.1 new	parks - location and nature.	The geography of the parks is somewhat conceptual at this point, particularly where they occur along the harbourfront.
4.1 new	Location, extent and # of marina facilities. This would apply to the two main marinas. It is presumed that temporary marinas will be permitted around the site, subject to suitable approvals, as interim uses.	Major marinas, occurring to the north of the Point and inside the breakwater, will depend on outside approvals and may change as a consequence.
4.1 new	Permit amendments to view corridors providing they are in keeping with policy intent.	This request assumes that policy changes will provide for some flexibility in responding the view corridor objectives or that flexibility can be built into the DA with respect to the corridors as was the case in the initial Stage 1 DA.
Existing Stage 2 Agreement.		
3.15	Delete.	This corridor does not serve the purpose due to the height of the parking garage. This was not envisioned at the time of negotiation.
5.3	Amend to discuss only the fill required in the area of Building B.	This S2 agreement should not impose constraints on remaining lands in this regard.
Extending from the April 2017 Non-Substantive Amendment Application.		
#	Any amendments proposed in the recent application which were deemed to be substantive are moved to this application.	Rationale discussed in NS Amendment Application.