



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

Item No. 16.1
Halifax and West Community Council
August 3, 2016

TO: Chair and Members of Halifax and West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: July 29, 2016

SUBJECT: **Case 19987: Development Agreement for 1034, 1042, 1050, and 1056
Wellington Street, Halifax**

ORIGIN

Application by Gorsebrook Park Inc.

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 of this report, to allow a multi-unit residential development on the properties located at 1034, 1042, 1050 and 1056 Wellington Street, Halifax. 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 of this report; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, which is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Gorsebrook Park Inc. is applying to enter into a development agreement to would allow a multi-unit residential development between 8 and 10 storeys in height on the properties located at 1034, 1042, 1050 and 1056 Wellington Street, Halifax.

Subject Site	1034, 1042, 1050 and 1056 Wellington Street, Halifax
Location	South End – Halifax Peninsula
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Medium Density Residential
Zoning (Map 2)	R-2A General Residential Conversion
Size of Site	2,505 square metres (26,959 square feet)
Street Frontage	63 metres (207 feet)
Current Land Use(s)	Single Family Residential Dwellings
Surrounding Use(s)	Low, Med, and High density residential. Parkland, Institutional (hospitals, universities)

Proposal Details

The applicant proposes to construct a multi-unit residential building of 10 storeys on the northern portion of the site transitioning to 8 storeys at the south. The proposed building contains 163 dwelling units, approximately 45% of which are proposed to be one bedroom units. The building will contain 146 parking stalls within 2 levels accessed off a single driveway on Wellington Street.

The major aspects of the proposal are as follows:

- Gross floor area is 13,104 square metres (141,000 square feet).
- 59.10% lot coverage.
- 163 residential dwelling units (55% with 2 bedrooms).
- 13 two storeys townhouse units with individual ground level access.
- 146 underground parking spaces.
- 83 bicycle storage spaces.
- Setbacks:
 - To Gorsebrook Park (West) lot line: 9.96m (8.08m from pool overhang),
 - To Wellington Street (East) lot line: 3.12m (2.37 from entry portico),
 - To South Property lot line: 0.37m,
 - To North Property lot line: 0m. (Level 3 and above: 0.12m – 0.75m)
- 967.5 square metres (10,414 square feet) of landscaped open space.
- 521 square metres (5,607 square feet) of common indoor and outdoor amenity space.

History

Regional Council approved initiation of site-specific amendments to the Halifax Municipal Planning Strategy (MPS) and Land Use By-law (LUB) on September 10th, 2013. On January 13th, 2015 Council approved amendments to the MPS and LUB to include site-specific policies 7.7B.1 and 7.7B.2 to allow for consideration of a multi-unit residential building on the subject site by development agreement.

A public information meeting was held on September 16th, 2015 with Halifax and West PAC meetings held on January 25th and April 18th 2016.

Site Description and Surrounding Land Uses

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

The properties:

- abut Gorsebrook Park to the west and south;
- are located immediately south of a 13 storey and 15 storey residential building;
- are to the west of a five storey condominium building on the opposite side of Wellington Street; and
- are located on a street characterized by mixed medium density development consisting largely of three storey apartment buildings with some two unit dwellings.

Enabling Policy and LUB Context

Policies 7.7B.1 and 7.7B.2 of the Halifax MPS are site-specific for the properties located at 1034, 1042, 1050 and 1056 Wellington Street. These policies allow Council to consider a comprehensively designed, multi-unit residential redevelopment proposal for the entirety of the lands by development agreement.

Policies 7.7B.1 and 7.7B.2 specify:

- a maximum height of 30.5 metres, or 10 storeys, whichever is less;
- maximum gross floor area of 141,000 sq. ft.;
- parking enclosed and architecturally integrated into the building;
- minimum 50% of units must be at least two bedrooms and spread throughout the development;
- appropriate height transitions;
- access and egress patterns which minimize the impact of vehicle access on the public realm;
- adequacy of servicing to the site; and
- building design which utilizes appropriately durable and high quality finishing materials.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement involved 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 and a public information meeting held on Wednesday September 16th, 2015, beginning at 7:00 p.m. at St. Mary's Boat Club, 1641 Fairfield Road, Halifax. Attachment B contains a copy of the minutes from the meeting.

The public comments received include the following topics:

- increased environmental protection measures such as mature tree protection, stormwater and ground water management
- Wellington Street is a narrow street and special considerations should be given to tall building design
- lack of appropriate transition between the height and design of the building, the lower adjacent developments, and the park
- building material does not reflect the neighbourhood character
- questions regarding parking and traffic capacity
- concerns raised regarding proposed project phasing

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.

The proposal will potentially impact local residents and property owners.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS.

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:

- The project is a multi-residential development containing 10 storeys (30.5 metres) on the northern portion of the site transitioning to 8 storeys (25 metres) at the south;
- A maximum of 190 dwelling units shall be permitted within the development;
- A minimum of 50% of the dwelling units must contain two or more bedrooms in any given project phase;
- A minimum of 7 two-storey townhouse style units with individual access via Wellington Street shall be required with the option to provide additional ground oriented townhouse style units on the western elevation;
- A minimum of 233 square metres (2,505 square feet) of common indoor amenity space and 287 square metres (3,086 square feet) of common outdoor amenity space shall be included; and
- The parking area for phases 1 and 2 combined shall provide a minimum of 135 parking spaces.

The attached development agreement will permit a multi-unit residential building, 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.

Community Context

The built form and community context of Wellington Street and surrounding area exhibit no one dominant form or scale. Consequently, various built forms could fit well into the existing context. The subject site calls for a building transitional in scale and design between the high density residential buildings located to the immediate north and the low density homes to the south and throughout the immediate neighbourhood.

To address concerns regarding compatibility with the surrounding area, the applicant has provided ground floor townhouse units with individual entries along Wellington Street. Further, the applicant has proposed a larger setback with increased landscaping along the western lot line towards Gorsebrook Park.

Phasing

The applicant has indicated that construction phasing is a practical requisite for this project. Although both the applicant and staff would prefer the entire building completed in one construction phase there have been concerns raised by the applicant regarding project financing. As a result, the applicant would like the option to complete the project in two separate phases if initial sales are slower than expected and thus insufficient to immediately finance phase 2.

Within the proposed development agreement the northern 10 storey portion of the building could be constructed first with the southern 8 storey portion built second. The northern and southern portions of the underground parking structure would also be built in these same phases.

Both the public as well as the planning advisory committee have expressed concerns regarding the potential negative impacts of a prolonged construction schedule in addition to the potential interim condition of the southern wall and an unbuilt southern portion of the lot. To address these concerns, a number of provisions have been included in the development agreement. These measures include a requirement for plans detailing the interim form and makeup of the exposed wall and unbuilt southern portion of the lot. The development agreement requires that both features will include high-quality material and design considerations. Furthermore, the proposed development agreement contains clauses requiring the finishing of the southern wall and landscaping of the southern portion of the property if phase 2 construction does not commence within a period of 180 days following occupancy of the 1st phase of the development. This is to ensure timely completion of the 2nd phase and to mitigate as much as possible any negative impacts of a phased project of this size.

Unit Mix and Size

Diversity of unit type and size can ensure adequate housing supply for a wide range of residents. The importance of unit mix and size was a topic raised during community consultation, at both PAC meetings and during discussions between staff and the applicant.

Site-specific policy states that at least 50% of the proposed building must contain units with 2 or more bedrooms. The proposed building meets this requirement by providing 55% of units with 2 bedrooms. Policies 7.7B.1 and 7.7B.2 specify unit count only and not unit size.

Districts 7 and 8 Planning Advisory Committee

This application was reviewed on January 25th, 2016 and April 29th, 2016 by the Districts 7 and 8 Planning Advisory Committee (PAC). The resolutions passed by the Committee are included in Attachment C. Following feedback provided by the Committee, the public and staff, the following revisions to the proposal were made:

- a reduction in parking levels;
- setbacks increased on the frontage facing Gorsebrook Park;
- additional design detail for interim south facing wall if phasing occurs;
- ground floor townhouse units to include two storeys with individual ground level access;
- rooftop access and use for top floor units only on south and for mechanical space with screening on north; and
- exterior design and material alterations.

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 proposed building fits within the criteria established in MPS Policies 7.7B.1 and 7.7B.2 regarding maximum height, gross floor area, unit count ratio, building materials, and adequate transition with the surrounding neighbourhood. Therefore, staff recommend that the Halifax and West Community Council approve the proposed development agreement as contained within Attachment A.

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 2016/17 budget and with existing resources.

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report and/or a public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement is not reasonably consistent with 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:	PIM minutes
Attachment C:	PAC Recommendations
Attachment D:	Policy Review

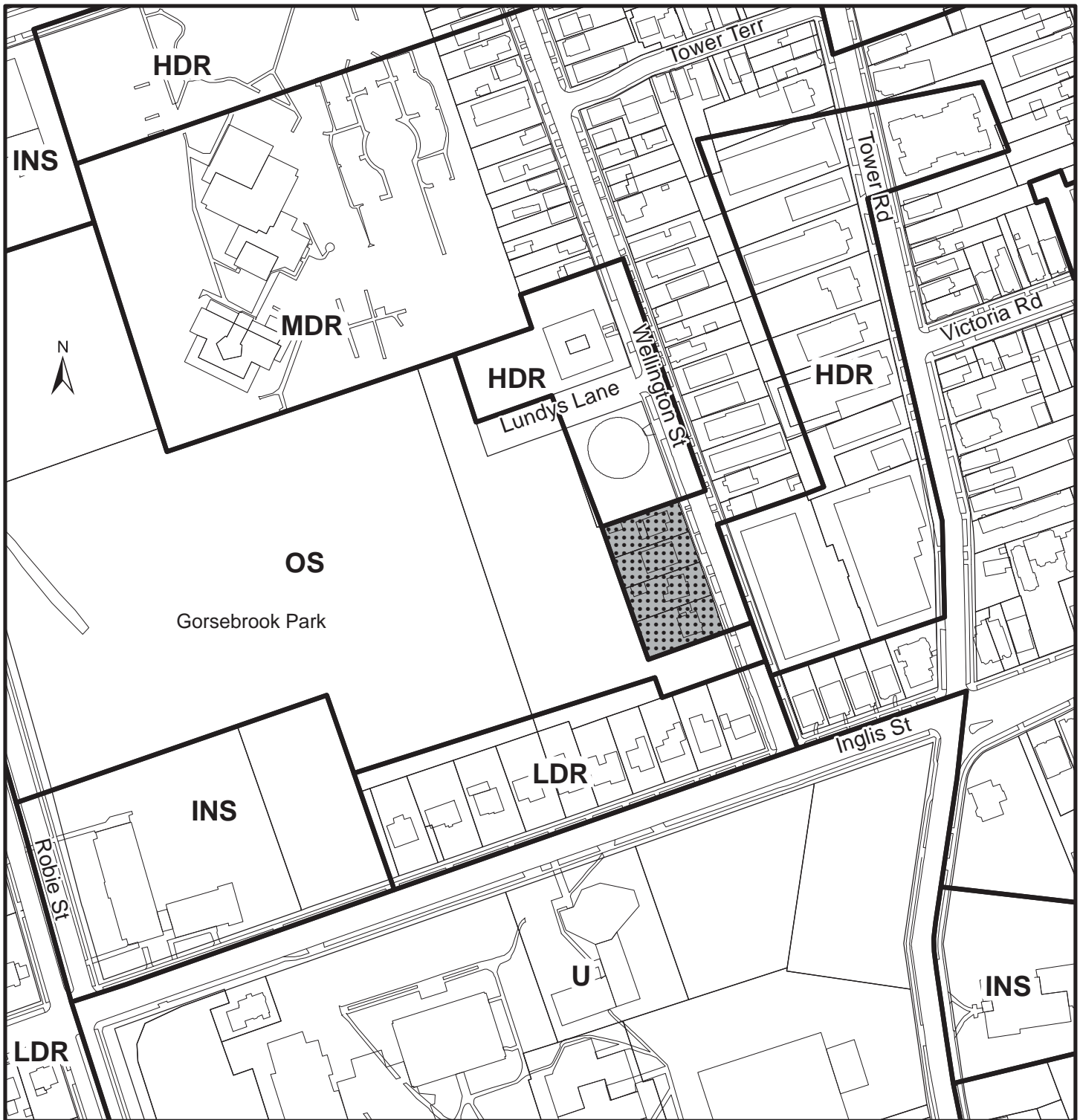
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Tim Beed, Planning Intern, 902.490.1782

Original Signed

Report Approved by:

Kelly Denty, Manager, Current Planning, 902.490.4800



Map 1 - Generalized Future Land Use

1034, 1042, 1050, and 1056 Wellington Street,
Halifax

HALIFAX

 Subject Properties

Designation

- MDR Low Density Residential
- HDR Medium Density Residential
- LDR High Density Residential
- OS Open Space
- INS Institutional
- U University



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

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

Halifax Plan Area

South End Detailed Plan Area



Map 2 - Zoning and Notification

1034, 1042, 1050, and 1056 Wellington Street
Halifax

HALIFAX

 Subject Properties


Zone

- R-1 Single Family
- R-2A General Residential Conversion
- R-3 Multiple Dwelling
- P Park and Institutional
- U-1 Low-Density University
- U-2 High-Density University



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

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

 Area of notification

Halifax Peninsula
Land Use By-Law Area

ATTACHMENT A
PROPOSED DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of **[Insert Month]**, 2016,

BETWEEN:

Gorsebrook Park Inc.

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands **1034, 1042, 1050, and 1056 Wellington Street** (PID: 00053512, 00053520, 00053538, 00053546), **South End, Halifax** and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for **a multi-unit residential development containing 10 storeys on the northern portion of the site transitioning to 8 storeys at the south** on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies **7.7B.1 and 7.7B.2** of the **Halifax** Municipal Planning Strategy and Section **94(1)(t)** of the **Halifax Peninsula** Land Use By-law;

AND WHEREAS the Halifax & West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19987;

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

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 19987:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan - DA.2
Schedule C	P1 – DA.3
Schedule D	P2 – DA.4
Schedule E	Site Servicing Plan – S-1
Schedule F	Ground– DA.5
Schedule G	Level 2 - DA.6
Schedule H	Level 3-7– DA.7
Schedule I	Level 8 – DA. 8
Schedule J	Level 9 – DA.9
Schedule K	Level 10 – DA.10
Schedule L	East Elevation – DA.11
Schedule M	West Elevation – DA.13
Schedule N	South Elevation – DA.15
Schedule O	North Elevation – DA.16

Schedule P	N/S Section – DA.17
Schedule Q	Mechanical Penthouse – 02.11
Schedule R	E/W Section – DA.18
Schedule S	Landscape Ground Floor Plan – L-1
Schedule T	Landscape 9th Floor Roof Plan– L-2
Schedule U	Phase 1 Landscape Plan – L-3
Schedule V	East Elevation_ Phase 1 Only – DA.12
Schedule W	West Elevation_ Phase 1 Only – DA.14
Schedule X	Project Data DA.2

3.2 Requirements Prior to Approval

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

- (a) Post securities in accordance with Section 3.10 or 4.4 of this Agreement;
- (b) a detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.10 of this Agreement.;
- (c) Written confirmation and photograph demonstrating the existing buildings/structures on the Lands have been removed; and
- (d) Consolidation of the lands as described within Section 3.7 of this Agreement.

3.2.2 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) a multi-unit residential development containing 10 storeys on the northern portion of the site transitioning to 8 storeys at the south.

3.4 Detailed Provision for Land Use

- 3.4.1 A maximum of 190 Dwelling Units shall be permitted within the multiple-unit residential development.
- 3.4.2 A minimum of 50% of the Dwelling Units must contain two or more bedrooms in any given phase of the project.
- 3.4.3 A minimum of 7 two-storey townhouse style units with individual external access via Wellington Street shall be required with the option to provide additional ground oriented townhouse style units on the western elevation.
- 3.4.4 A maximum 13,104 square metres (141,000 square feet) of gross floor area as shown on Schedule X.

3.6 Siting and Architectural Requirements

Siting

- 3.6.1 The building's siting shall comply to the following:
 - (a) the building shall be a minimum of 3.0 metres (9.8 feet) from the front (east) lot line excluding unenclosed outdoor terrace areas open to the sky and setback 2.35m setback for the entry portico as shown on Schedules B and F;
 - (b) all portions of the building below grade can be constructed with zero setback from all property lines and all portions of the building above grade conforming to the following setbacks as shown on Schedules B and F:
 - (i) a minimum of 7.6 metres (25feet) from the west property line;
 - (ii) a minimum 0.3 metres (0.98 feet) from the south property line; and
 - (iii) a minimum of 0 metres from the north property line.
 - (c) portions of the parking structure which project above grade less than 1.3 metres (4.3 feet) shall be exempt from setback requirements as identified in Schedules L, M, N, and O.
 - (d) the maximum height of phase 2 shall not exceed 26 metres (85 feet) as measured from the mean grade of the finished ground adjoining the building to the roof. A maximum additional 3.5 metres (11.4 feet) for top floor unit terrace access covering a maximum 245 square metres (2,637 square feet) of the rooftop is also permitted.
 - (e) the maximum height of the northern building shall not exceed 30.5 metres (100 feet) as measured from the mean grade of the finished ground adjoining the building to the roof. A maximum additional 4.5 metres for architecturally

screened mechanical space covering a maximum 284 square metres (3,056 square feet) of the rooftop is also permitted.

- (f) Rooftop access shall be provided as shown in Schedules J and Q.
- (g) Where setbacks as referenced in Section 3.6, they are subject to a detailed review by the Development Officer in consultation with the Development Engineer to ensure compliance with all relevant building codes and by-laws. Any excavation, construction or landscaping will be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.
- (h) the maximum lot coverage of the development shall be 60% which would not include portions of the parking structure which project above grade less than 1.2 metres (3.93 feet).

Architectural Requirements

Entrances:

3.6.2 The main entrances to the building shall face Wellington Street and be clad with clear glazing.

Rear and side facades:

3.6.3 The façade facing Wellington Street shall be designed and detailed as the primary façade. Further, architectural treatment shall be continued around all sides of the building as identified with the submitted plans as shown in Schedule M.

Blank Walls:

3.6.4 Large blank or unadorned walls shall not be permitted. In the case of project phasing as referenced in Section 3.14 the interim south facing wall shall adhere to the design articulation as shown in Schedule N.

Exposed Foundation

3.6.5 Any exposed foundation in excess of 2 feet in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer and as detailed within Schedules M and N.

Building Materials:

3.6.6 Exterior building materials shall not include vinyl siding but may include any one or more of the following:

- clay masonry;-Dark grey ironspot brick;
- porcelain panel;
- aluminium panel;

- cut stone masonry;
- architectural concrete / concrete panel; or
- acceptable equivalent in the opinion of the Development Officer following the provision of a letter from a certified Architect licensed in the Province of Nova Scotia stating the opinion that newly proposed materials are of an equivalent or of a higher quality which enhances the overall appearance or functionality of the building.

Functional Elements:

- 3.6.7 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.
- 3.6.8 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Wellington Street, Gorsebrook Field or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

Amenity Space:

- 3.6.1 A minimum of 960 square metres (10,333square feet) of landscaped open space shall be included as shown on schedules F, J, S, T.
- 3.6.10 A minimum of 230 square metres (2,475 square feet) of common indoor amenity space shall be provided as shown on schedule F, J, S, T.
- 3.6.11 A minimum of 286 square metres (3,078 square feet) of common outdoor space shall be provided as shown on schedule F, J, S, T.

3.7 CONSOLIDATION OF THE LANDS

- 3.7.1 Existing properties shall be consolidated to a single parcel prior to the approval of a Development Permit for the site.

3.8 PARKING, CIRCULATION AND ACCESS

- 3.8.1 The underground parking area shall be constructed as shown on Schedules C, D, and E. The parking area shall maintain setbacks from the property lines as shown on schedules C, D, E and as per Section 3.6.

- 3.8.2 The parking area for phases 1 and 2 combined shall provide a minimum of 135 parking spaces of which:
- (a) a minimum of 4 stalls shall be dedicated for visitor use; and
 - (b) a maximum of 6 stalls may be smaller in size than allowed within the Land Use By-law as shown in Schedules C and D.
 - (c) In the event only phase 1 is constructed a minimum of 60 parking spaces shall be provided which shall also be consistent with sections 3.8.2 (a) and (b).
- 3.8.3 The parking stalls within this development shall be for the exclusive use of residents and visitors of the building.
- 3.8.4 The development shall provide a minimum of 66 bicycle parking spaces of which all must be 'Class A' located within the building and 16 'Class B' bicycle parking spaces as shown in Schedules C, D, F.
- 3.8.5 A single driveway access to the underground parking area is permitted as shown on Schedules B, C, D, and F and shall be no wider than permitted as per the HRM S-300 Streets By-law.
- 3.8.6 Pedestrian access walkways a minimum 3.04 metres (10 feet) in width shall be provided from Wellington Street to the main entrances of the buildings. Walkways shall be finished in pavers or stamped concrete and shall be accessible with grades no greater than 5%.

3.9 OUTDOOR LIGHTING

- 3.9.1** Lighting shall be directed to driveways, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.10 LANDSCAPING

- 3.10.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.10.2 The adjacent park land is identified as a non-disturbance area and shall be protected by the Developer with a snow fence or other appropriate continuous physical barrier or delineation signage in the field prior to any site preparation (ie: tree cutting and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation signage shall be maintained by the Developer for the duration of the construction.

- 3.10.3 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas the Developer or land owner shall replace the trees using the following calculation method:
- (a) Any tree removed smaller than 10' Diameter at Breast Height (DBH) must be replaced with a 60mm tree of the same species; and
 - (b) For any tree removed larger than 10' Diameter at Breast Height (DBH) the following formula must be used to determine the number of trees to be replaced (60mm divided into the diameter of the tree removed; the result is the number of trees to be replaced, i.e., if the result is 300mm at breast height then the result will be five (5) trees for replacement).

Landscape Plan

- 3.10.4 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Site Plan, Ground Floor Plan, Level 9 – Roof Plan, Landscape ground floor plan, and Landscape 9th floor roof plan, shown on Schedules B, F, J, S, T, U. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.10.5 Further to Section 3.10.4 extensive green roof areas shall be provided on outdoor roof top areas as shown in Schedule T.

Compliance with Landscaping Plan

- 3.10.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.10.7 Notwithstanding Section 3.2.2 the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a 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 in consultation with the Development Engineer. 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.

3.11 MAINTENANCE

3.11.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

3.11.2 All disturbed areas shall be reinstated to original condition or better.

3.11.3 Prior to the issuance of an Occupancy Permit, the Developer shall provide confirmation to the Development Officer, in consultation with the Development Engineer, that all disturbed areas located in the HRM right-of-way have been reinstated to original condition or better.

3.12 SIGNS

3.12.1 The sign requirements shall be accordance with the Halifax Peninsula Land Use By-law as amended from time to time.

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

3.12.3 Signs depicting the name, logo and details of the project shall be permitted while a sales office is located on the site.

3.12.4 Signs shall only be externally illuminated.

3.13 TEMPORARY CONSTRUCTION BUILDING

3.13.1 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.

3.14 PHASING

- 3.14.1 Construction of the building may occur in sequential phases as indicated on Schedules C, D, F, G, H, I, J, K, N, P, S, N, T and U with the northern portion of the building considered as Phase 1 and the southern portion of the building considered as Phase 2.
- 3.14.2 If at 180 days following occupancy being granted for Phase 1 construction for Phase 2 has not commenced in the form of concrete footings being poured, the following shall be required:
- (a) landscaping of the southern portion of the site as shown in Schedule U; and
 - (b) cladding of the southern elevation of Phase 1 using materials congruent with the building as a whole as shown in Schedule N.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications and shall receive written approval from the Development Engineer prior to undertaking any work.
- 4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including 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 Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

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, parks, curbs and gutters, street trees, park trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Underground Services

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

4.4 Outstanding Site Work

4.4.1 For Residential Building securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) 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.

4.5 **Solid Waste Facilities**

4.5.1 The building shall include designated space for three, three stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

4.5.2 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 consistent with Schedule E.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

5.1.1 Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and

- c) Submit to the Development Officer a detailed Site Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Site Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.2 Failure to Conform to Plans

- 5.2.1 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
 - (a) Changes to the **landscaping measures** as detailed in Section **3.10 with the exception of Section 3.10.3** or which, in the opinion of the Development Officer, do not conform with Schedules B, F, J, S, T, U.;
 - (b) The granting of an extension to the date of commencement of construction as identified in Section **7.3** of this Agreement;
 - (c) Where there is a reduction in the size of the building, Council may consider a reduction in parking requirement; and
 - (d) An increase or decrease in the total amount of units and their bedroom counts if the total unit count remains above the prescribed ratio as outlined in section 7.7B.2 of the Halifax Municipal Planning Strategy.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

- 7.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within four (4) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning

Strategy and Land Use By-law for Halifax / Halifax Peninsula as may be amended from time to time.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after **eight (8)** years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

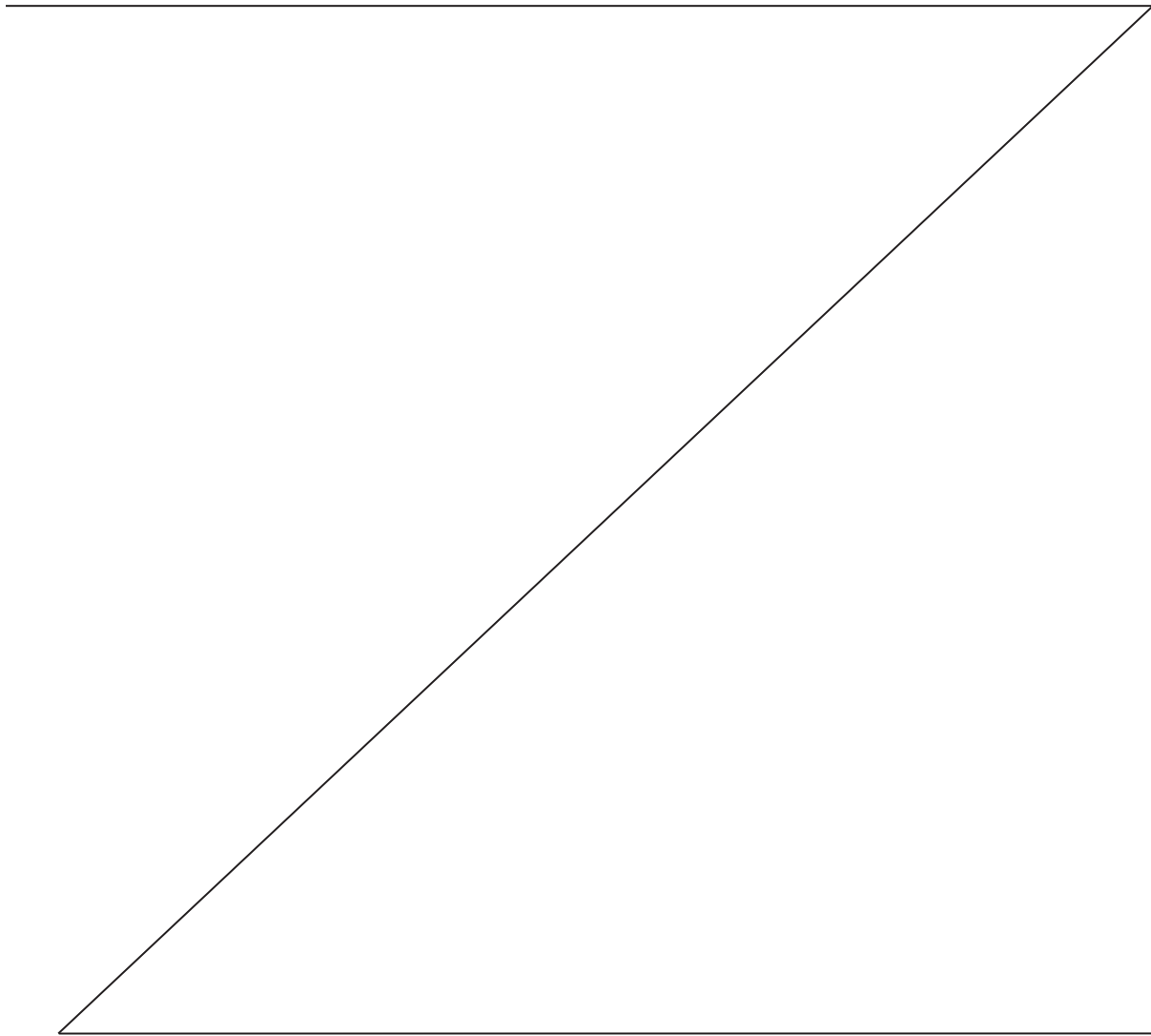
8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer [**Insert-number**] 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 defense 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: _____

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

HALIFAX REGIONAL MUNICIPALITY

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 Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

Attachment B

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 19987

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

STAFF IN

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

ALSO IN

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

PUBLIC IN

ATTENDANCE: Approximately 24

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

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

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

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

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

The Public Information Meeting (PIM) Agenda was reviewed.

2. Overview of planning process – Carl Purvis

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

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

3. Presentation of Proposal – Carl Purvis

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

Pictures of the site were shown.

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

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

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

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

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

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

Presentation of Proposal – Michael Napier, Architect

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

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

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

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

4. Questions and Comments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Closing Comments

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

6. Adjournment

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

Attachment C



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

MEMORANDUM

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

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

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

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

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

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

Office of the Municipal Clerk

Tel: 902.490.4210 Fax: 902.490.4208
Email: clerks@halifax.ca halifax.ca

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

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



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

MEMORANDUM

TO: Chair and Members of the Halifax and West Community Council
CC: Timothy Beed, HRM Planning & Development
FROM: Ms. Sunday Miller, Chair, Districts 7 & 8 Planning Advisory Committee
DATE: May 3, 2016

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

The Districts 7 & 8 Planning Advisory Committee received a staff memorandum dated May 2, 2016 and heard a staff presentation on Case 19987 at their May 2, 2016 meeting. The following recommendation to the Halifax and West Community Council was approved to by the Committee.

That the Districts 7 & 8 Planning Advisory Committee has reviewed Case 19987: Application by Dino Capital Ltd. and Urban Capital for a Development Agreement allowing a multi-unit residential development of 8 to 10 storeys, including 164 residential units and 140 underground parking stalls, located at 1034, 1042, 1050 and 1056 Wellington Street, Halifax and recommends approval of the application as contained in the staff memorandum dated May 2, 2016, with the following suggestions:

- 1. Encourages a mix of unit types that includes more three (3) bedroom or at least two (2) bedroom plus den configurations to encourage family occupancy.*
- 2. Views the increase in setback from Gorsebrook Park positively.*
- 3. Strongly encourages trees be retained on the land until commencement of construction on the second phase.*
- 4. Believes that a comprehensive landscaping plan is required. In the case that the second phase is not commenced within six months of completion of the first phase, appropriate greenscaping be required, to include sod and fence, in addition to the retention of the existing trees.*
- 5. Encourages a clear plan be developed to ensure the greatest positive aesthetic impact possible. Given that the south wall will exist when only phase one has been constructed and in light of the possibility that it might be permanent.*
- 6. That the Development Agreement have a duration of three (3) years.*

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

Office of the Municipal Clerk

Tel: 902.490.4210 Fax: 902.490.4208
Email: clerks@halifax.ca halifax.ca

Attachment D

Review of Relevant Municipal Planning Strategy Policies for Halifax Peninsula

Review of Relevant MPS Policies	
The proposal may be considered by Council through the following applicable policies of the Halifax Municipal Planning Strategy.	
Applicable Policy Criteria	Staff Comments
7.7B.1 For the properties designated as Medium Density Residential located at 1034, 1042, 1050, and 1056 Wellington Street, and notwithstanding policies 1.1.1.1, 1.4.2, and 1.4.2.3, Council may consider a redevelopment proposal for... (RC-Jan 13/15;E-Feb 28/15)	N/A
...the entirety of these lands by development agreement for a comprehensively designed residential multi-unit development...	<ul style="list-style-type: none"> The proposed development contains a single building form occupying 59% of the site with 63m of frontage along Wellington. The remainder of the site contains amenity and landscaped open space, including a small pool. Although proposed to be built in two phases, the plans submitted ensure measures to adequately address the unbuilt interim portions of the site between phases.
...which would not exceed 30.5 metres in height or ten storeys whichever is less not including rooftop amenity space access and mechanical space...	<ul style="list-style-type: none"> The maximum height of the tallest portion of the proposed development (excluding mechanical space) as indicated on the submitted plans does not exceed 30.5 metres.
...and with to a maximum total of 141,000 square feet of Gross Floor Area. (RC-Jan 13/15;E-Feb 28/15).	<ul style="list-style-type: none"> The total gross floor area as indicated on the submitted plans is 141,000 sq. ft.
7.7B.2 In considering a development agreement proposal pursuant to policy 1.4.2.4, Council shall have regard for the following:	N/A
a) the adequacy of servicing to the site;	<ul style="list-style-type: none"> After staff review, no servicing restraints have been indicated for this site. Halifax Water has commented on the proposal and advised that there is capacity available for the property, with no concern regarding the adequacy and availability of central services.
b) the required parking being wholly contained within an enclosed structure and architecturally integrated into the residential building;	<ul style="list-style-type: none"> Parking for the proposed development is contained in a 2 level underground parking area with a single entrance/exit off the northern portion of the site via Wellington street.
c) adequate building height transition from a high point at the north end of the site to a low point at the south end of the site in	<ul style="list-style-type: none"> The proposed development transitions from 10 (30.5 metres) storeys on the northern portion of the site to 8 (25 metres)

Attachment D

Review of Relevant Municipal Planning Strategy Policies for Halifax Peninsula

recognition of the surrounding context;	storeys on the south.
d) access and egress patterns which minimize the impact of vehicle access on the public realm;	<ul style="list-style-type: none">• Staff have reviewed and accepted the submitted Traffic Impact Statement and the relevant plans indicating the proposed parking access. Parking access is from Wellington street to an underground parking area located on the northern portion of the site.• The driveway location has further been approved by staff.• No negative access and egress issues have been noted.• The specifications for the access and egress will be reviewed in detail in accordance with Municipal guidelines at the time of the permit application.• Adequate vehicular and bicycle parking similar to Land Use Bylaw requirements for the surrounding community is included within the Development Agreement.
e) a building design which utilizes appropriately durable and high quality finishing materials; and	<ul style="list-style-type: none">• Staff review has concluded that materials used as indicated on the submitted plans are adequately durable and of high quality. These materials include raised corten steel planters, continuous pre-finished aluminum louvres and gray ironspot brick veneer.
f) that the development is comprised of a mixture of residential dwelling unit types, with a minimum of 50% of the dwelling units that are comprised of a minimum of two bedrooms and that are spread throughout the development.	<ul style="list-style-type: none">• The proposed building contains 163 units; 55% containing 2 or more bedrooms. The remainder of the units appear as single bedroom units. There are 13 townhouse style units with 2 or more bedrooms with individual ground level access also included in the proposed development. The development agreement states the 50% unit-mix requirement is met in both phases of development.