

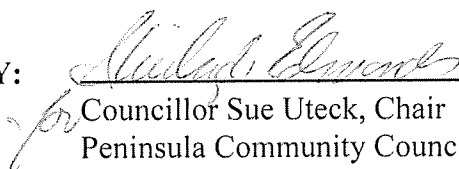


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 9.1

**Halifax Regional Council
September 29, 2009
October 20, 2009**

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY: 
Councillor Sue Uteck, Chair
Peninsula Community Council

DATE: September 21, 2009

SUBJECT: Case 01240: Halifax MPS & LUB Amendment - Gladstone Ridge, Halifax

ORIGIN

Peninsula Community Council Meeting of September 14, 2009.

RECOMMENDATION

Peninsula Community Council recommends that Regional Council:

1. Give First Reading to the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law as contained in Attachment "A" of the June 29, 2009 staff report and schedule a joint public hearing with Peninsula Community Council.
2. Approve the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law as contained in Attachment "A" of the June 29, 2009 staff report.

BACKGROUND / DISCUSSION

At the September 14, 2009 meeting of Peninsula Community Council, Notice of Motion was given to consider approval of the proposed Development Agreement contained in Attachment D of the June 29, 2009 staff report, to allow for a 5 storey, mixed used commercial and residential building and two semi-detached dwellings; and, Community Council recommended that a joint public hearing with Regional Council be scheduled.

BUDGET IMPLICATIONS

None associated with this report. The June 29, 2009 staff report also indicates there are no budget implications.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

Peninsula Community Council provided no alternatives.

Alternatives outlined in the June 29, 2009 staff report are to approve the amendment to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law or to refuse to amend the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law. The staff report recommends approving the amendments.

ATTACHMENTS

Attachment 'A': June 29, 2009 staff report.

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

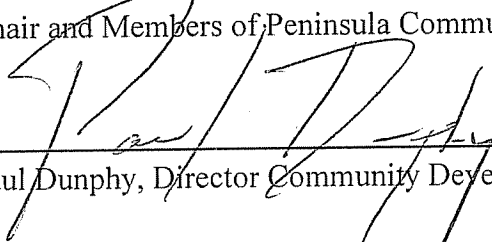
Report Prepared by: _____
Sheilagh Edmonds, Legislative Assistant



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

**Peninsula Community Council
September 14, 2009**

TO: Chair and Members of Peninsula Community Council

SUBMITTED BY: 
Paul Dunphy, Director Community Development

DATE: June 29, 2009

SUBJECT: **Case 01240: Halifax MPS & LUB Amendment - Gladstone Ridge, Halifax**

ORIGIN

- Application by Westwood Developments Ltd. to amend the Halifax Municipal Planning Strategy and Land Use By-law to allow for a mixed use development by development agreement at 2747 -2753 Gladstone Street, Halifax.
- August 7, 2007 Regional Council Motion initiating the amendment process under previous Case file # 01025.

RECOMMENDATION

It is recommended that Peninsula Community Council:

1. Move Notice of Motion to consider approval of the proposed Development Agreement contained in Attachment D to allow for a 5 storey, mixed use commercial and residential building and two semi-detached dwellings, and schedule a joint public hearing with Regional Council.
2. Recommend that Regional Council give First Reading to the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law as contained in Attachment "A" and schedule a joint public hearing with Peninsula Community Council.
3. Recommend that Regional approve the proposed amendments to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law as contained in Attachment "A".

BACKGROUND

In July 2004, Peninsula Community Council approved a development agreement with Westwood Developments to allow for a mixed residential development, known as Gladstone Ridge, on 6.7 acres of land fronting on Gladstone and Clifton Streets in Halifax's north end. The existing Gladstone Ridge agreement provides for the following:

- two 12-storey condominium towers,
- one 6-storey apartment building,
- 17 single family dwelling lots,
- a total of 342 residential dwelling units and parking for 395 cars.

Westwood's current request is to develop lands located at 2753 -2723 Gladstone Street. The details of the proposal include:

- one 5 storey apartment building containing 40 apartments and 10,000 square feet of ground floor commercial space, and 26 underground parking spaces.
- two semi-detached dwellings

The proposal also requires a new private driveway to Gladstone Street and changes to the surface parking and traffic circulation of the existing Gladstone Ridge development.

The lands in question are designated major commercial and medium density residential within the Peninsula North Secondary Planning Strategy of the Halifax MPS (Refer to Map 2) and zoned C-2 (General Business) and R-2 (General Residential) (Refer to Map 1). The proposed 5 storey mixed use building spans both zones and land use designations and as such is not permitted within the residentially designated portion of the lands. Additionally, the proposed semi-detached units will largely be regulated by the existing development agreement as they would not meet the lot frontage, front and side yard and lot coverage requirements of the R-2 zone.

Approval Process

The approval process for this application has two major steps:

1. Regional Council will consider and if deemed appropriate, adopt the proposed amendments to land use designation boundaries in the Municipal Planning Strategy and zoning and Schedule "Q" boundaries of the Land Use By-law (Map 3); and
2. Provided that Regional Council approves the amendments, Peninsula Community Council will first consider the discharge of 2737-2723 Gladstone Street from the existing Gladstone Ridge agreement (Attachments C) and then consider the approval of the proposed development agreement (Attachments D).

The public hearing for both the proposed MPS and LUB amendments and the proposed development

agreement can be held as a joint public hearing of Regional and Peninsula Community Council. However, only Peninsula Community Council may render a decision concerning the discharge agreement and the proposed agreement. Community Council will consider these approvals at a meeting following the approval of the MPS and LUB amendments by Regional Council and the Province.

MPS amendments are not subject to appeal to the Nova Scotia Utility and Review Board (NSUARB). However, an appeal mechanism to the NSUARB does exist for any decision of Community Council regarding development agreements.

DISCUSSION

Prior to Peninsula Community Council considering entering into a development agreement, Regional Council must first consider the amendment to the boundary of the Medium Density Residential (MDR) designated portion of the property. Generally, MPS amendments should only be considered where there is a change in circumstances or in unique situations.

The proposed mixed use building is limited to a small portion of the area designated MDR. The proposed amendment requires that the boundary of the MDR designation and corresponding R-2 zone be moved south along Gladstone Street approximately 70 meters (see MAP 3). Staff further recognize that these lands would benefit from comprehensive site planning through a development agreement in order to better integrate the project with the existing Gladstone Street community.

HRM's Regional Plan encourages new residential growth in the Regional Centre (Halifax Peninsula and Dartmouth inside the Circumferential Highway). To assist in achieving this, the Regional Plan directs growth to opportunity sites on the Peninsula in the form of compact, mixed-use, walkable communities. The growth potential for low density development on the Halifax Peninsula is very limited due to the high cost of land and the lack of large, undeveloped land holdings. Consequently, to achieve the regional growth projections outlined by the Regional Plan it is necessary to utilize new strategies that support medium to high density housing alternatives.

The addition of a 5 storey mixed use commercial residential building and two semi-detached units to the existing Gladstone Ridge project adds diversity in uses and housing types within a short distance to necessities of everyday living (transit, grocery, medical, recreational), and within convenient walking distance to downtown Halifax. The proposed project is an opportunity to revitalize a former brownfield site and in so doing, increase the number of people and families living in the urban core which, over the long term, will help to make HRM more sustainable.

The objective of the Halifax MPS Major Commercial designation is to provide for the location of a variety of appropriately located commercial facilities to serve the needs of both the resident and working populations of Peninsula North and the City as a whole. The businesses proposed for the mixed use building will serve local residents as well as residents throughout the Peninsula.

The proposed amendments represent changes to boundaries only, no change to existing policy or LUB requirements are necessary.

Discharge Agreement (Attachment C)

The four of the six subject properties 2737-2723 Gladstone Street (PID # 41209743, 41209750, 41209768, 41209776) that make up the lands are also part of the original Gladstone Ridge development agreement. Currently, these lands can only be developed in accordance with that agreement. Amendment of the existing agreement is possible, however, such an amendment would require the approval of all property owners subject to the agreement. The original agreement was entered into by Westwood Developments however the agreement now involves more than 15 individual and corporate property owners including a condominium corporation. To facilitate the execution of the development agreement, the existing agreement will be discharged from the four properties and the proposed agreement applied in its place. The discharge agreement does not require a public hearing and can be considered by resolution of Community Council at the time of their decision on the proposed agreement.

Development Agreement (Attachment D)

Contingent upon approval of the MPS and LUB amendments, and approval of the discharge agreement, the proposal can be considered by Peninsula Community Council. The ability to enter into a development agreement is pursuant to Policy 2.3.3 of the Peninsula North Secondary Planning Strategy of the Halifax MPS and implemented in the LUB as Schedule "Q". Schedule "Q" is an overlay control in the LUB applied to certain areas of Peninsula North that are designated Major Commercial. To facilitate the agreement, in addition to rezoning the lands to C-2, they will also be added to Schedule "Q". Schedule "Q" was originally established in order to address the challenge of introducing new residential uses into existing commercial and industrial areas by negotiating on a site by site basis conditions of a development agreement that include the following:

1. The creation of an adequate environment for residential living on sites which may be surrounded by commercial and industrial uses; and
2. Providing for the continued operation of adjacent commercial and industrial uses without being encumbered by the un-managed expectations of new residential neighbours.

Schedule "Q" requires any proposed residential development or mixed commercial-residential development with more than four dwelling units to proceed by way of development agreement. High density residential uses are permitted in the Major Commercial designation as-of-right within the C-2 Zone according to the provisions of the R-3 (Multiple Dwelling) Zone. The application of Schedule "Q" to a property supersedes the as-of-right ability and enables the modification of the standard R-3 requirements for high density development through the development agreement process. The Schedule "Q" policy requires that the potential for conflicts between dissimilar land uses be minimized through "effective urban design and landscape treatment".

The R-3 (high density residential) controls within the LUB permit population density of 125 persons per acre. The gross lot area of the proposed project, including the semi-detached units, is 38,813

square feet (0.89 acres) and would permit a total of 111.25 persons. The proposed theoretical maximum density for the project is 103 persons.

Mixed Use Commercial Residential Building

The location of the property is ideally situated in the neighbourhood to create a stepped down transition from the two high density 12-storey condominium towers, and a step up transition from the low density residential dwellings found mid-block along Gladstone Street. There is no height precinct designated for the site and the proposed building is lower in height than what would be permitted for an as-of-right commercial building in the C-2 zone. The abutting property at the corner of Gladstone Street and Almon Street is also zoned C-2 and the proposed 5 storey mixed use development would provide an appropriate transition to a potentially more intense commercial development at the corner. The visual prominence of the proposed mid-rise building has been tempered by the addition of a landscaped commercial plaza and the inclusion of balconies on the residential portion of the building. The separation distance between the proposed residential mid-rise building and the existing residences on Gladstone Street is acceptable for an urban setting.

Open space and landscaping are achieved through the provision of 5 new street trees, landscaping along the south facade of the building and a landscaped plaza in front of the street level commercial space. The residential portion of the building also provides for private balconies in each unit and a landscaped podium above the parking garage located in the rear of the building.

The overall building design, orientation and facade details provide for a high quality commercial retail experience and landscaping at the street level that reinforces the residential character of the neighbourhood by de-emphasising the commercial portion of the building. The predominant exterior building material for the 5 storey building is a high quality traditional masonry brick, as per the brick used on the Berkeley retirement residence at 2633 Gladstone Street. Building materials with poorer aesthetic qualities such as pre-cast masonry panel systems, unfinished concrete block or poured-in place concrete have been specifically excluded as acceptable materials from the development agreement.

Access to the residential portion of the building is through a well defined landscaped entrance off Gladstone Street. Underground and surface parking is accessed through the existing Gladstone Ridge driveway and a proposed additional driveway located 35 metres north of the existing driveway. Vehicle circulation loops within the development through both driveway entrances and around the semi-detached units.

Semi-detached Dwellings

The original development agreement provided for 15 single unit dwellings and one semi-detached unit fronting on Gladstone Street for a total of 17 units, each to have rear lane access for parking purposes. The proposal reduces the total number of single unit dwellings to 11 and increases the number of semi-detached units to three, the total number of units remains the same at 17 units. The change from single unit to semi-detached offers an alternative urban residential housing type that reinforces the existing built form and neighbourhood setbacks and would enhance the street scape along Gladstone. The contemporary architecture and layout has merit within the urban setting and

would add diversity and interest to the neighbourhood. Open space and landscaping are achieved through front and rear yard landscaping and private patio decks located above the garage in the rear of each semi-detached unit.

A detailed review of the policies is provided in table format as Attachment E. The proposal is in keeping with the policies and objectives of the Regional Plan and the Halifax MPS. The proposal is both appropriate for and compatible with the surrounding area. As such, staff recommend approval of the proposal and the attached development agreement.

Public Information Meeting

A public information meeting was held Wednesday, March 4, 2009. The minutes of this meeting are provided as Attachment F. Public attendees were mainly supportive of the project with only a moderate level of concern over the height and scale of the proposed building. A main point of discussion involved the provision of traffic signage for the private driveways and circulation areas internal to the existing and proposed development. The provision and regulation of traffic signage outside of the public right of way is not within HRM's jurisdiction, nevertheless the developer acknowledges the public concern and has agreed to investigate the issue and correct the matter where necessary.

On September 27, 2007 a public information meeting was held for Case 01025. Strong neighbourhood concerns regarding the ongoing and proposed development at Gladstone Ridge were raised by the public. In response to those concerns the developer requested more time to consult with public. The case subsequently became inactive and due to the amount of time that had transpired since the public meeting, Case 01025 was superseded as Case 01240. The February 4, 2009 reassignment of case numbers was for administrative purposes.

Should Council decide to hold a joint public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 1 will be sent written notification.

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Approve the attached amendments to the Halifax MPS and Halifax Peninsula Land Use By-law. This is the recommended alternative.
2. Council may refuse to amend the Halifax MPS and Halifax Peninsula Land Use By-law.

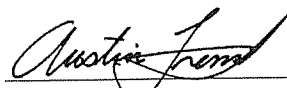
ATTACHMENTS

Map 1	Location and Zoning
Map 2	Generalized Future Land Use Map
Map 3	Proposed GFLUM and LUB Boundary Changes
Attachment A	Proposed Amendments to the Halifax Municipal Planning Strategy
Attachment B	Proposed Amendments to the Halifax Peninsula Land Use By-law
Attachment C	Proposed Discharge Agreement
Attachment D	Proposed Development Agreement with Schedules
Attachment E	Relevant sections of Municipal Planning Strategy & Land Use By-law and Policy Analysis Table
Attachment F	Minutes from Public Information Meeting

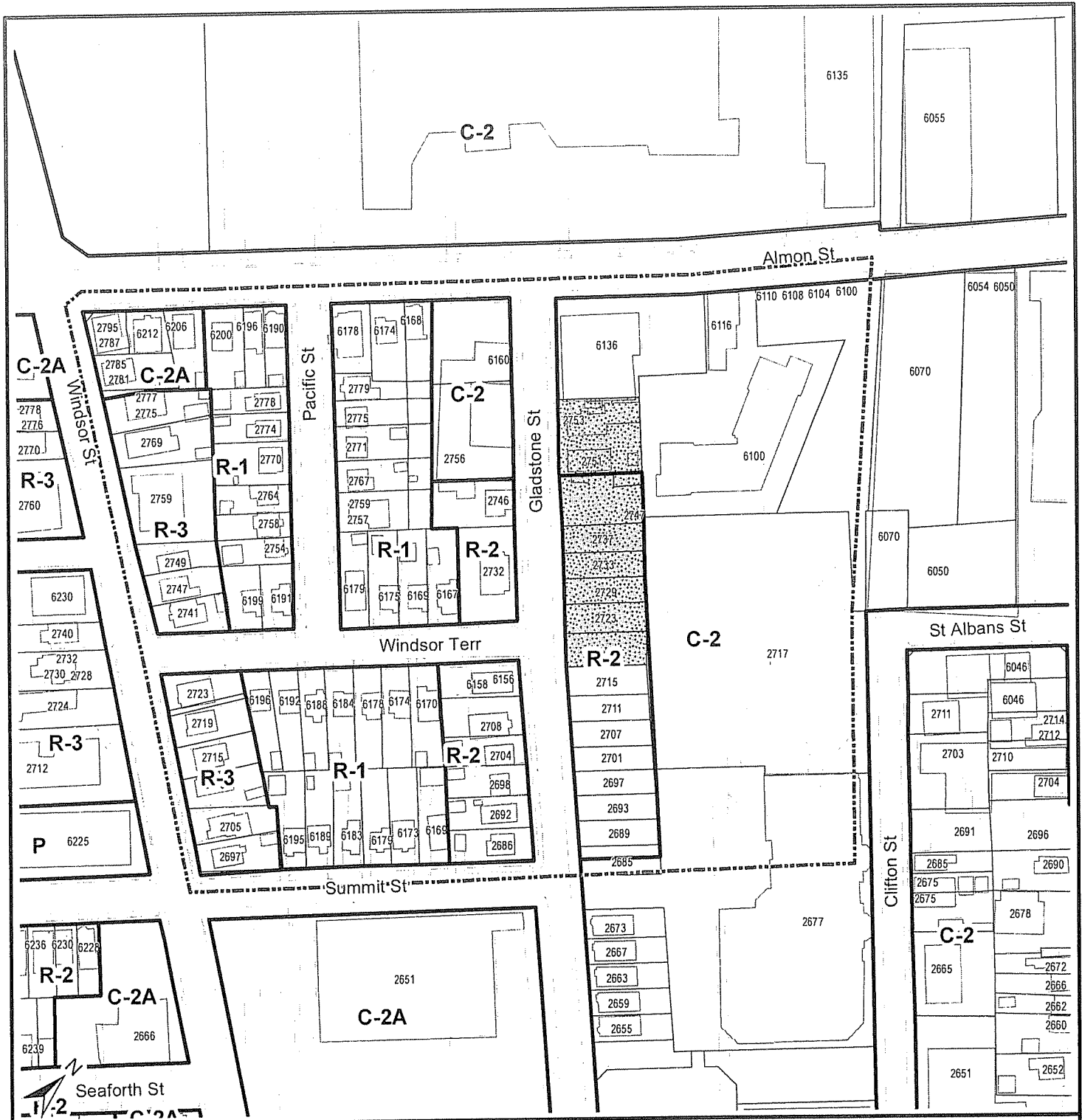
A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Brian White, Planner I, 490-4793

Report Approved by:





Austin French, Manager, Planning Services, 490-6717



Map 1 - Location and Zoning

2747-2753 Gladstone Street
Halifax

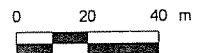
-  Area of proposed development agreement
-  Area of notification

Halifax Peninsula
Land Use By-Law Area

Zone

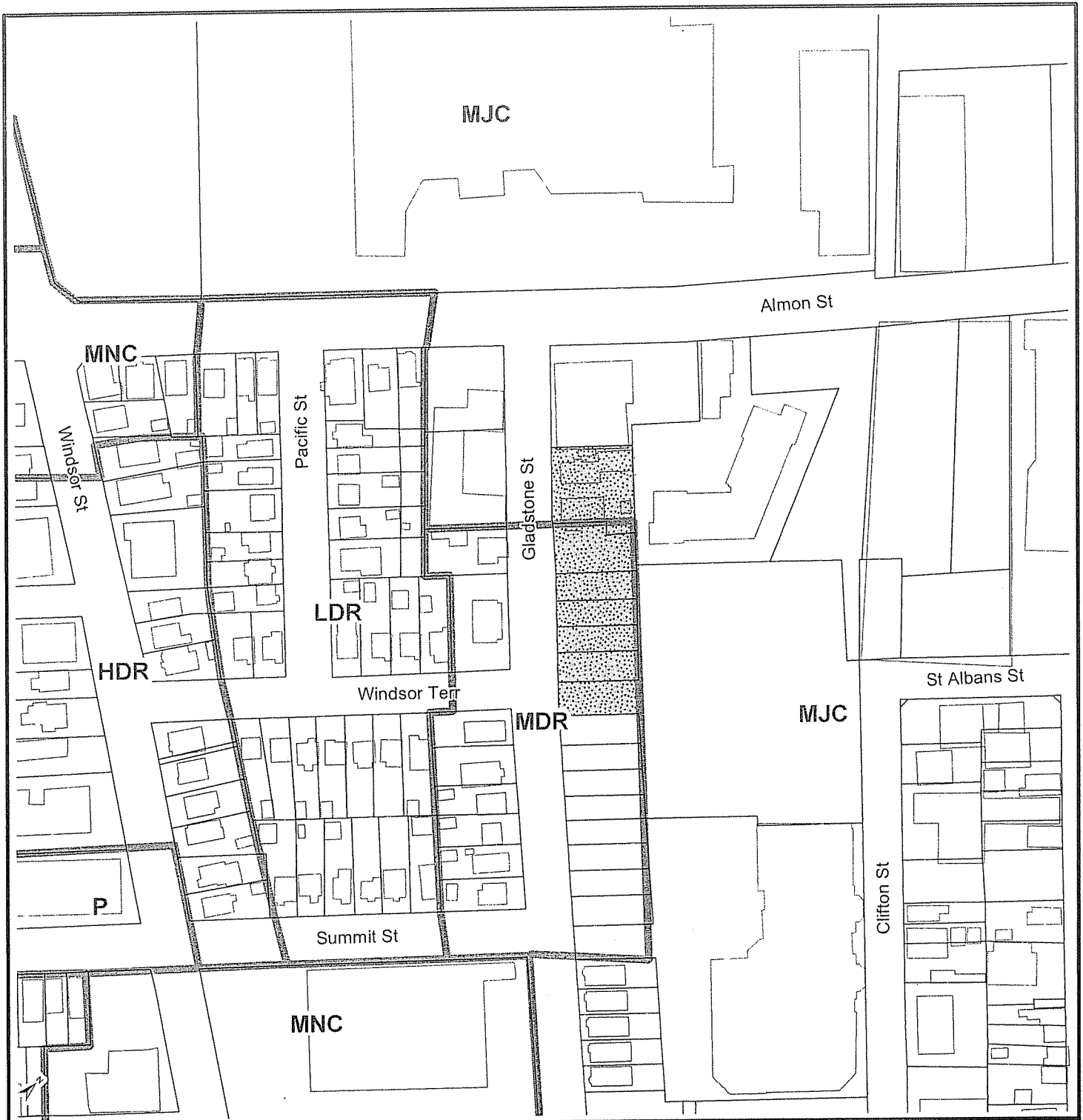
- R-1 Single Family Dwelling
- R-2 General Residential
- R-3 Multiple Dwelling
- C-2 General Business
- C-2A Minor Commercial
- P Park and Institutional

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES




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

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



Map 2 - Generalized Future Land Use

2747-2753 Gladstone Street
Halifax

 Area of proposed development agreement

Halifax Plan Area
Peninsula North Secondary Plan Area

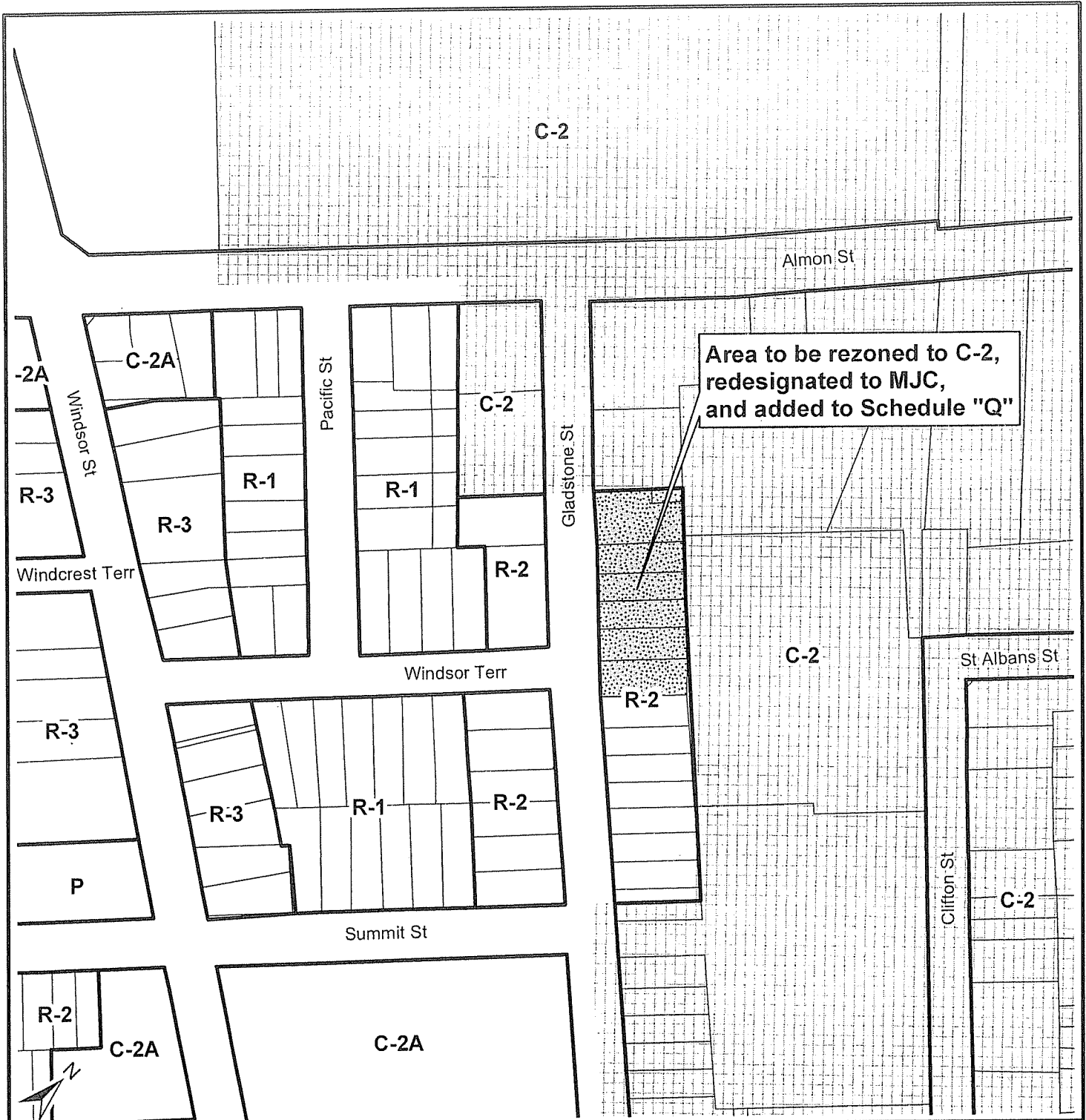
Designation

- LDR Low Density Residential
- MDR Medium Density Residential
- HDR High Density Residential
- MJC Major Commercial
- MNC Minor Commercial
- P Park and Institutional



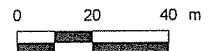
This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Halifax Plan Area



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Map 3 - Proposed Zone, Land Use Designation, and Schedule Changes

2747-2753 Gladstone Street
Halifax



- 
 Area proposed to be rezoned from R-2 (General Residential) to C-2 (General Business); redesignated from MDR (Medium Density Residential) to MJC (Major Commercial); and added to Schedule "Q"
- 
 Schedule "Q"

Halifax Peninsula
Land Use By-Law Area

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

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

Attachment A
Proposed Amendments to the Halifax Municipal Planning Strategy
for the Halifax Regional Municipality

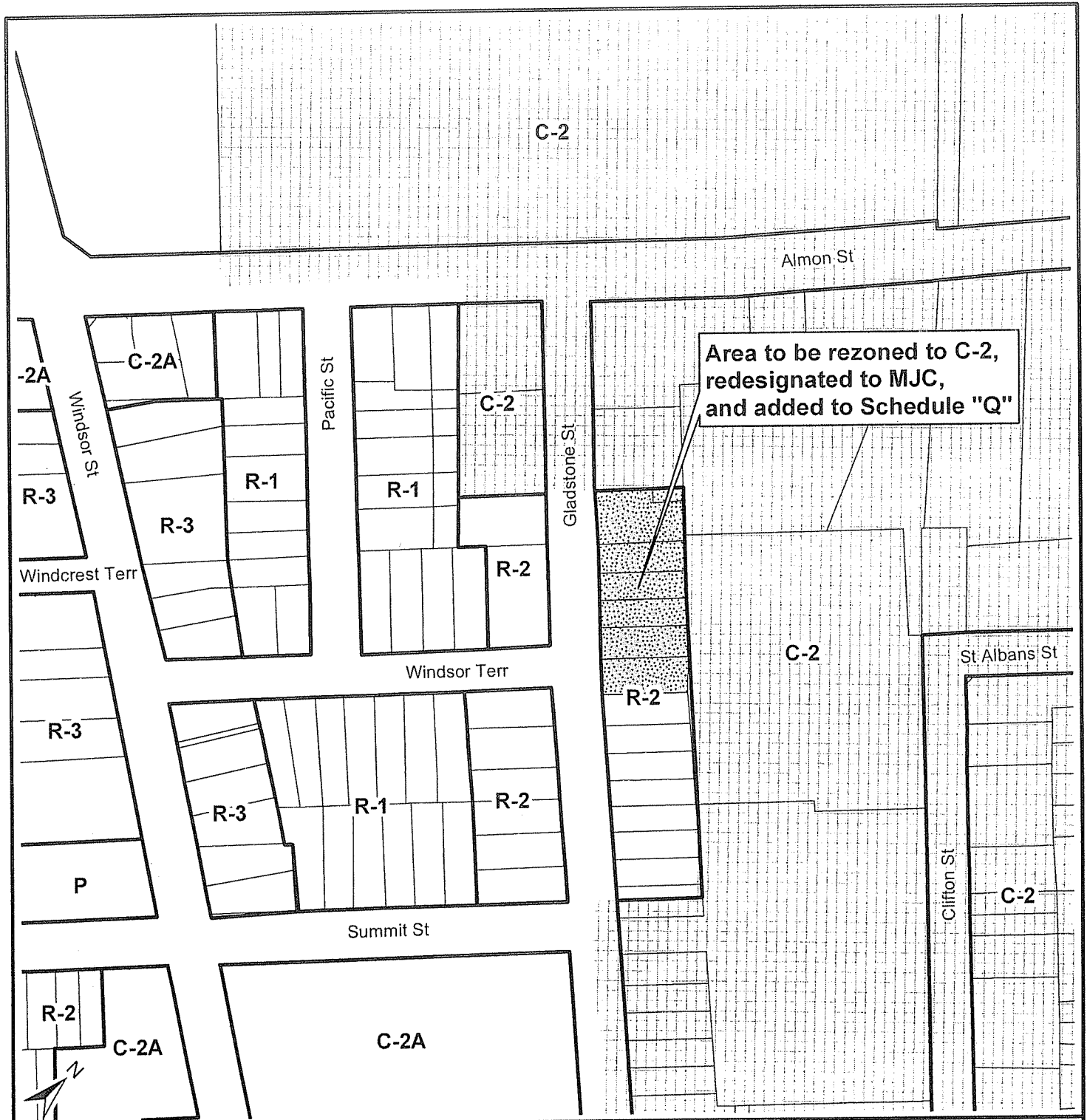
BE IT ENACTED by the Council of the Halifax Regional Municipality that the Halifax Municipal Planning Strategy is hereby amended as follows:

1. **Amend (Map 2) Map 9Gb - Generalized Future Land Use Peninsula North Planning Area - Area 2 as shown on Map 3.**

THIS IS TO CERTIFY that the by-law of which this is a true copy was duly passed at a duly called meeting of the Council of Halifax Regional Municipality held on the ____ day of _____, A.D., 2009.

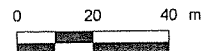
GIVEN under the hand of the Municipal Clerk and under the Corporate Seal of the said Municipality this ____ day of _____, A.D., 2009.


Acting Municipal Clerk



Map 3 - Proposed Zone, Land Use Designation, and Schedule Changes


2747-2753 Gladstone Street
Halifax



 Area proposed to be rezoned from R-2 (General Residential) to C-2 (General Business); redesignated from MDR (Medium Density Residential) to MJC (Major Commercial); and added to Schedule "Q"

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

Halifax Peninsula
Land Use By-Law Area

 Schedule "Q"

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

Attachment B
Proposed Amendments to the Halifax Peninsula Land Use By-law
for the Halifax Regional Municipality

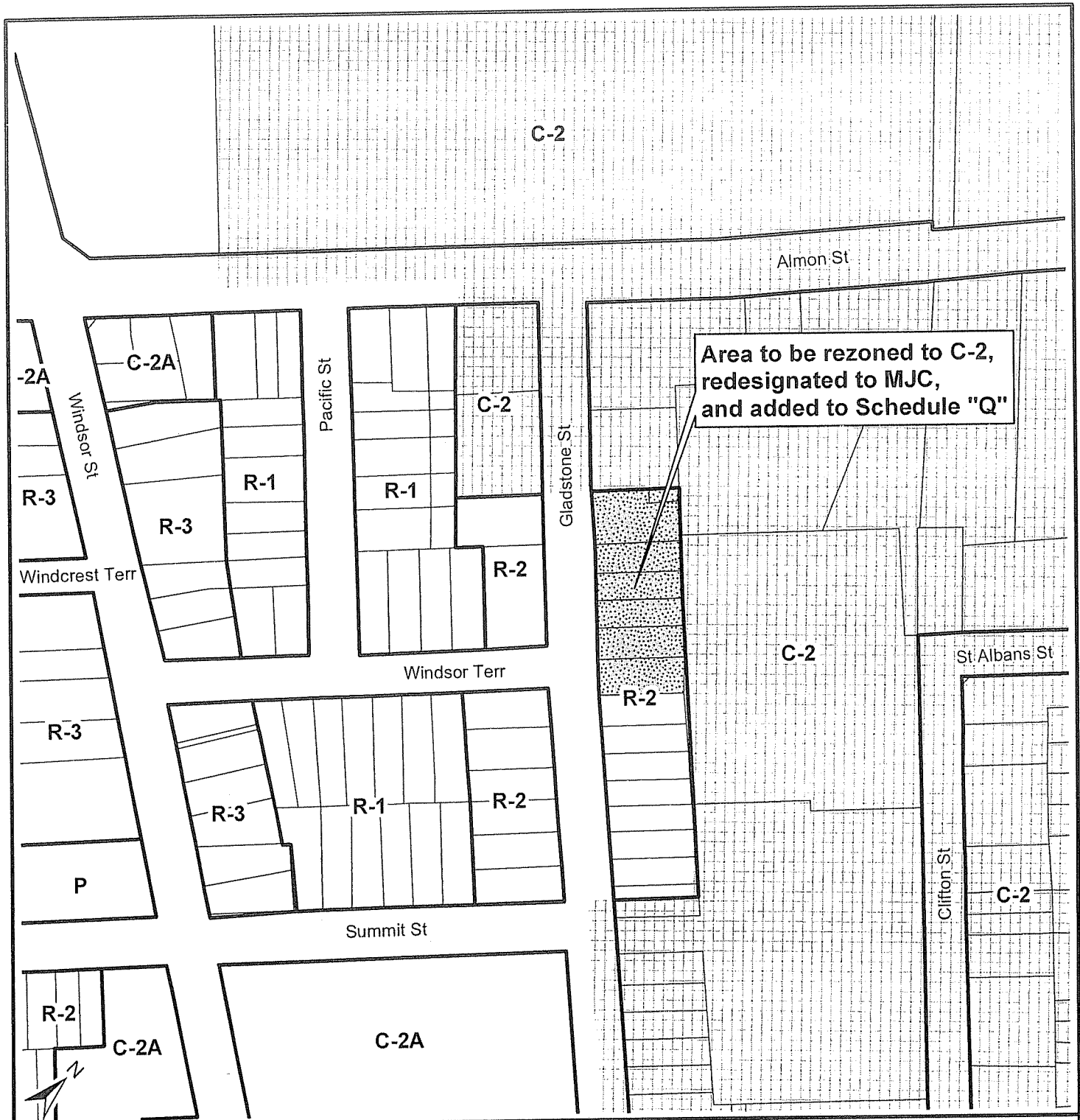
BE IT ENACTED by the Council of the Halifax Regional Municipality that the Halifax Peninsula Land Use By-law is hereby amended as follows:

1. **Amend ZM-1 (Halifax Peninsula Zoning Map) as shown on Map 3.**
2. **Amend ZM-2 (Halifax Peninsula Schedule and Planning Areas) as shown on Map 3.**

THIS IS TO CERTIFY that the by-law of which this is a true copy was duly passed at a duly called meeting of the Council of Halifax Regional Municipality held on the ____ day of _____, A.D., 2009.

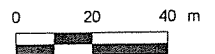
GIVEN under the hand of the Municipal Clerk and under the Corporate Seal of the said Municipality this ____ day of _____, A.D., 2009.


Acting Municipal Clerk



Map 3 - Proposed Zone, Land Use Designation, and Schedule Changes

2747-2753 Gladstone Street
Halifax



 Area proposed to be rezoned from R-2 (General Residential) to C-2 (General Business); redesignated from MDR (Medium Density Residential) to MJC (Major Commercial); and added to Schedule "Q"

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

Halifax Peninsula
Land Use By-Law Area

 Schedule "Q"

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

Attachment C
Proposed Discharge Agreement

THIS DISCHARGING AGREEMENT made this day of , 2009,

BETWEEN:

[Insert Developer Name]

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the developer did enter into agreement (referenced as Municipal Case No. 00620) to construct a residential development on approximately 6.7 acres of land fronting on Gladstone and Clifton Streets, Halifax;

AND WHEREAS the Developer is now the registered owner of certain lands located at 2737-2723 Gladstone Street **[Insert PID Numbers]**, Halifax and which said lands are more particularly described in Schedule A attached hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Agreement be discharged from the Lands;

AND WHEREAS in accordance with the requirements of the *Halifax Regional Municipality Charter*, the Peninsula Community Council approved this request at a meeting held on _____, 2009, referenced as Municipal Case Number 01240;

THEREFORE in consideration of the benefits accrued to each party from the covenants herein contained, the parties agree as follows:

1. The Agreement is hereby discharged from the Lands and shall no longer have any force or effect.

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 DEFINITIONS

All words unless otherwise specifically defined herein shall be as defined in the Land Use By-law and the Subdivision By-law, as applicable. The following words used in this agreement shall be defined as follows:

- (a) "Community Council" means the Peninsula Community Council of the Municipality or any subsequent body established by the Municipality under the provisions of the Halifax Regional Municipality Charter.
- (b) "Commencement of Construction" means the construction necessary for the installation of primary and secondary services for the subdivision.
- (c) "Land Use By-law" means the Halifax Peninsula Land Use By-law, as amended from time to time.
- (d) "Municipal Engineer" means a professional engineer employed by the Municipality to administer engineering guidelines, standards and by-laws adopted by the Municipality and to administer terms of this Agreement.
- (e) "Municipal Planning Strategy" means the Halifax Municipal Planning Strategy, as amended from time to time.
- (f) "Municipal Service Systems" means the manual adopted by the Municipality which provides standards for the construction of infrastructure, as amended from time to time.
- (g) "Subdivision By-law" means the Regional Subdivision By-law for Halifax Regional Municipality, as amended from time to time.

1.2 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.

1.3 Applicability of Land Use By-law and Subdivision By-law

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Regional Municipal Planning Strategy, Regional Subdivision By-law, Halifax Peninsula Secondary Plan and Land Use By-law, as may be amended from time to time.

1.4 Applicability of Other By-laws, Statutes and Regulations

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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

Except as otherwise provided for herein, the consolidation/subdivision of the Lands shall comply with the requirements of the Subdivision By-law for Halifax, as may be amended from time to time.

1.5 More Stringent Regulation to Apply in Case of Conflict

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 and Subdivision By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the more stringent limitation or requirement shall govern and prevail.

1.6 Precedence of Written Specifications over Schedules and Drawings

Where the written text of this agreement conflicts with information provided or as indicated in the Schedules attached to this agreement, the written text of this agreement shall prevail.

1.7 Costs, Expenses, Liabilities and Obligations

The Developer and each lot owner 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 regulations, by-laws or codes applicable to any Lands owned by the Developer or lot owner.

1.8 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: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.0 GENERAL DESCRIPTION OF LAND USE

The use of the Lands permitted by this Agreement is a five storey mixed use commercial residential apartment building and two semi-detached dwellings.

2.1 SCHEDULES

The Developer shall develop and use the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this agreement, unless further specified under the Agreement, referenced as Municipal Case Number 01240:

Schedule A	Legal Description of the Lands
Schedule B	Concept Plan
Schedule C	North Elevation
Schedule D	East Elevation
Schedule E	South Elevation
Schedule F	West Elevation
Schedule G	Partial Elevation
Schedule H	Basement Level
Schedule I	Ground Floor Plan
Schedule J	Typical Floor Plan
Schedule K	Semi-detached Plans
Schedule L	Elevation - Semi-detached

2.2 Multiple Unit Apartment Unit Mix

2.2.1 The Developer agrees that the maximum number of residential units permitted within the five storey mixed use commercial residential apartment building shall be 40 and may include bachelor, one bedroom, two bedroom, and three bedroom units.

2.2.2 The Developer agrees that the unit mix shall be substantively in conformance with the following:

- (a) 10 two bedroom units;
- (b) 15 one bedroom units; and
- (c) 15 bachelor units.

2.3 Maximum Population - Multiple Unit

2.3.1 The Developer agrees that the population for the five storey mixed use commercial residential apartment building shall not exceed 90 persons.

2.3.2 For the purpose of calculating the maximum population on the Lands, the following shall apply:

- (a) bachelor units shall be assigned 1 person per unit;
- (b) one bedroom units shall be assigned 2 person per unit; and
- (c) two bedroom and three bedroom units shall be assigned 2.25 persons per unit.

2.4 MICI Project Review

The Developer shall complete HRM's Multi-unit Residential, Institutional, Commercial, and Industrial (MICI) project review process for the five storey mixed use commercial residential apartment building permit applications including compliance with Section 2.5 of this agreement prior to the issuance of any municipal Permits.

2.5 Contaminated Site Management

2.5.1 The Developer agrees to provide to the Development Officer three copies of the Environmental Site Assessment prepared by a qualified "Environmental Site Professional" as submitted to Nova Scotia Environment (NSE). The Development Officer shall not issue a Development Permit until the Environmental Site Assessment has been reviewed and deemed acceptable by Nova Scotia Environment.

2.5.2 Pursuant to Section 2.5.1 of this Agreement, no Occupancy Permit shall be issued for the building until proof that the site has been assessed, remediated and/or managed in accordance with the Guidelines for Management of Contaminated Sites in Nova Scotia has been provided in the form of a Certificate of Compliance.

2.6 Zone Requirements

The Developer agrees that commercial uses shall be limited to the ground floor area within the five storey mixed use commercial residential apartment building and such uses shall meet the requirements of the C-2 (General Business) Zone of the Halifax Peninsula Land Use By-law.

2.7 Materials and Architectural Requirements

2.7.1 The Developer shall construct a five storey mixed use commercial residential apartment building on the Lands, which, in the opinion of the Development Officer, is substantively in conformance with architectural details shown on the following:

Schedule C	North Elevation
Schedule D	East Elevation
Schedule E	South Elevation
Schedule F	West Elevation
Schedule G	Partial Elevation

- (a) The predominant exterior building material for the mixed use commercial residential apartment building shall be high quality exterior masonry materials, including, but not limited to, brick, sandstone, other native stone and architectural precast concrete building stones. Masonry panel systems, unfinished concrete block or poured-in place concrete are not acceptable materials.
- (b) Belt courses, string courses, cornices, corbels, lintels, spandrels, sills and other architectural facade elements shall be constructed of materials and colours complementary, as determined by the Development Officer, to the masonry exterior.
- (c) Each residential unit shall include a balcony, 'french' balcony, or terrace. Balconies shall have a concrete floor and include pre-finished metal rails, balustrades, glass panels or equivalent. Wooden lumber is not an acceptable construction material.
- (d) Exposed foundations or parking garage faces in excess of 0.5 metres (1.6 feet) shall be architecturally detailed, veneered with stone or brick, painted, parged, stucco, or a complementary equivalent;
- (e) All vents, down spouts, flashing, electrical conduits, meters, 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.
- (f) Roof mounted mechanical and telecommunications equipment shall be visually integrated into the roof design or screened.

2.7.2 Building Height

The Developer agrees that the mixed use commercial residential apartment building shall not exceed a maximum of 5 storeys above grade and a maximum height of 55 feet.

2.7.3 General Finish of Exterior Concrete Surfaces

- (a) The Developer agrees that all exposed concrete building surfaces shall be

reasonably free from fins, bulges, ridges, offsets, defects, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface.

- (b) All exposed unformed exterior concrete surfaces, pads, sidewalks, slabs and floors, shall be brought to a uniform surface. The finish for all exposed unformed exterior concrete surfaces shall be a soft broom finish.

2.8 Semi-detached Units

2.8.1 The Developer agrees that the semi-detached units shall substantially conform with Schedules K, L and the requirements of the R-2 (General Residential) Zone except for the following:

- (a) Minimum Lot Frontage - 48 feet
- (b) Minimum Lot Area - 3360 square feet
- (c) Minimum Side Yard - 4 feet
- (d) Minimum Front Yard - 7 feet
- (e) Maximum Lot Coverage - 50%
- (f) Where each unit of a semi-detached dwelling is to be or has been subdivided so that each unit is on its own lot, there shall be a minimum lot frontage of 24 feet per unit and a minimum lot area of 1,680 square feet per unit. There shall be no setback required from the common lot boundary.
- (g) No detached accessory buildings shall be permitted.

2.8.2 The Developer agrees that the semi-detached shall be generally constructed, including materials and colours, as to be complementary to the existing single family dwellings along the eastside of Gladstone Street.

2.9 Landscaping

2.9.1 Prior to the issuance of a Development Permit and Building Permit for the construction of the building, the Developer shall provide the Municipality with a detailed landscape plan, prepared by a Landscape Architect, which shall include design specifications and cost estimates for landscaping on the Lands. Landscaping shall be in general conformity with the landscaping shown on Schedule B and Schedule I and shall be subject to the approval of the Development Officer.

2.9.2 Prior to issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect or other qualified professional certifying that all landscaping has been completed on the Lands according to the terms of this Agreement.

2.9.3 Notwithstanding clause 2.9.2, the first 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 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 as approved by the Development Officer. Should the Developer not complete the landscaping within 12 months of issuance of the first 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 by a Landscape Architect.

2.9.4 It is the responsibility of the Developer to ensure that the underground parking structure and rooftop terraces are capable of supporting the loads from all landscaping as well as the anticipated mature weight of the plant material.

2.10 Parking, Circulation and Access

- (a) The Developer agrees that the driveway layout and entrance to the underground parking on the Lands shall be as generally illustrated on Schedule J - Commercial Plan (Level 1).
- (b) Parking, Circulation and Access shall be substantively in conformance with the following:
 - (i) provision of one (1) level of underground parking containing a minimum of 25 parking spaces;
 - (ii) underground parking shall be as generally shown on Schedules H and Schedule I;
 - (iii) underground parking shall comply with the requirements of the Land Use By-law;
 - (iv) notwithstanding the foregoing, up to one third of the individual parking spaces may be reduced in size to 8 feet by 17 feet minimum; and
 - (v) provision of designated bicycle parking as per the Land Use By-law.

2.11 Signage

2.11.1 Signs, excepting information signs, shall be related to businesses within the building.

2.11.2 Signs shall be externally illuminated, excepting that signage comprised of individual channel lettering may be backlit.

2.11.3 Signs shall not include any animation or illumination that flashes, moves, or varies in intensity.

2.11.4 Signs are permitted on the following parts of the building:

- (a) upon awnings, in general compliance with the Schedules;
- (b) above storefront windows and entrances, as fascia signs, upon the band above the first floor, to a maximum height of 3 feet; and
- (c) upon or behind 1st floor windows provided they occupy a maximum of 30 percent of that window's area.

2.11.5 Information signs are permitted on all parts of the building.

2.11.6 Roof signs, box signs and cabinet signs are prohibited.

2.12 Maintenance

2.12.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and 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, pruning, litter control, garbage removal and snow removal/salting of walkways, driveways, and parking areas.

2.13 Developer Responsible for Approval Costs

2.13.1 The Developer shall be responsible for securing all applicable permits, reports, plans, and approvals associated with the on-site contamination required to accommodate the development, including but not limited to, sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities.

2.13.2 Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of Nova Scotia Environment. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.

PART 3: APPROVAL BY DEVELOPMENT OFFICER

3.1 The Development Officer may approve the following modifications provided such changes are in general conformance with and further the intent of this Agreement as follows:

- (a) The following variations to the building:
 - (i) changes to the internal floor plans of the building provided the number of dwelling units and building size has not increased and the exterior appearance of the building is not affected;
 - (ii) changes to the interior layout of the underground parking level provided the changes do not reduce the minimum number of parking spaces required by the Agreement;
 - (iii) changes to the unit mix of Section 2.2 provided the building size has not increased and the exterior appearance of the building is not affected; and
 - (iv) a maximum increase of 10% to the total number of units and permitted density provided the building size has not increased and the exterior appearance of the building is not affected.
- (b) Minor variations to the exterior design of the building and landscaping, provided that the intent of this Agreement is substantively met.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy Municipal Service Systems Specifications unless otherwise varied by this Agreement and the developer shall receive written approval from the Development Engineer prior to undertaking any work.

4.2 Off-site Disturbance

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

4.3 Encroachments

The Developer agrees to comply with HRM Encroachment By-law (By-law E-200) for any encroachments into the street right-of-way.

PART 5: AMENDMENTS

5.1 Substantive Amendments

Amendments to any matters not identified under Section 5.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

5.2 Non-substantive Amendments

The following items are considered by both Parties to be non-substantive and may be amended by resolution of Council:

- (a) The granting of an extension to the date of commencement of development, as identified under Subsection 7.3.3 of the Agreement;
- (b) The granting of an extension to the length of time for the completion of the development, as identified under Section 7.4 of the Agreement;
- (c) A reduction in the number of floors in the building;
- (d) An increase of more than ten percent (10 %) of the total number of dwelling units provided the building size has not increased and the exterior appearance of the building is not affected;
- (e) Changes to the exterior architectural appearance of the building, including materials, colours, architectural treatments and fenestration pattern, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are an improvement over the design detailed in the Agreement;
- (f) Changes to the signage requirements detailed under Section 2.11 of the Agreement; and
- (g) A change to a Schedule of this agreement that is specifically required to accommodate management recommendations or land use restrictions as may be required to comply with the *Environment Act*, "Guidelines for Management of Contaminated Sites in Nova Scotia."

PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 Enforcement

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 (24) hours of receiving such a request.

6.2 Failure to Comply

In the event that the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, 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; and/or,
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remediation under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

A copy of this Agreement and every amendment and/or discharge of this Agreement

shall be recorded at the Registry of Deeds or Land Registry Office for Halifax County, Nova Scotia and the Developer shall incur all cost in recording such documents.

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the Parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within five (5) 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 purposes of Subsection 7.3.1, commencement of development shall mean the installation of the foundation of the underground parking for the five storey mixed use residential/commercial building on the Lands.

7.3.3 For the purpose of Subsection 7.3.1, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.2(a), 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.

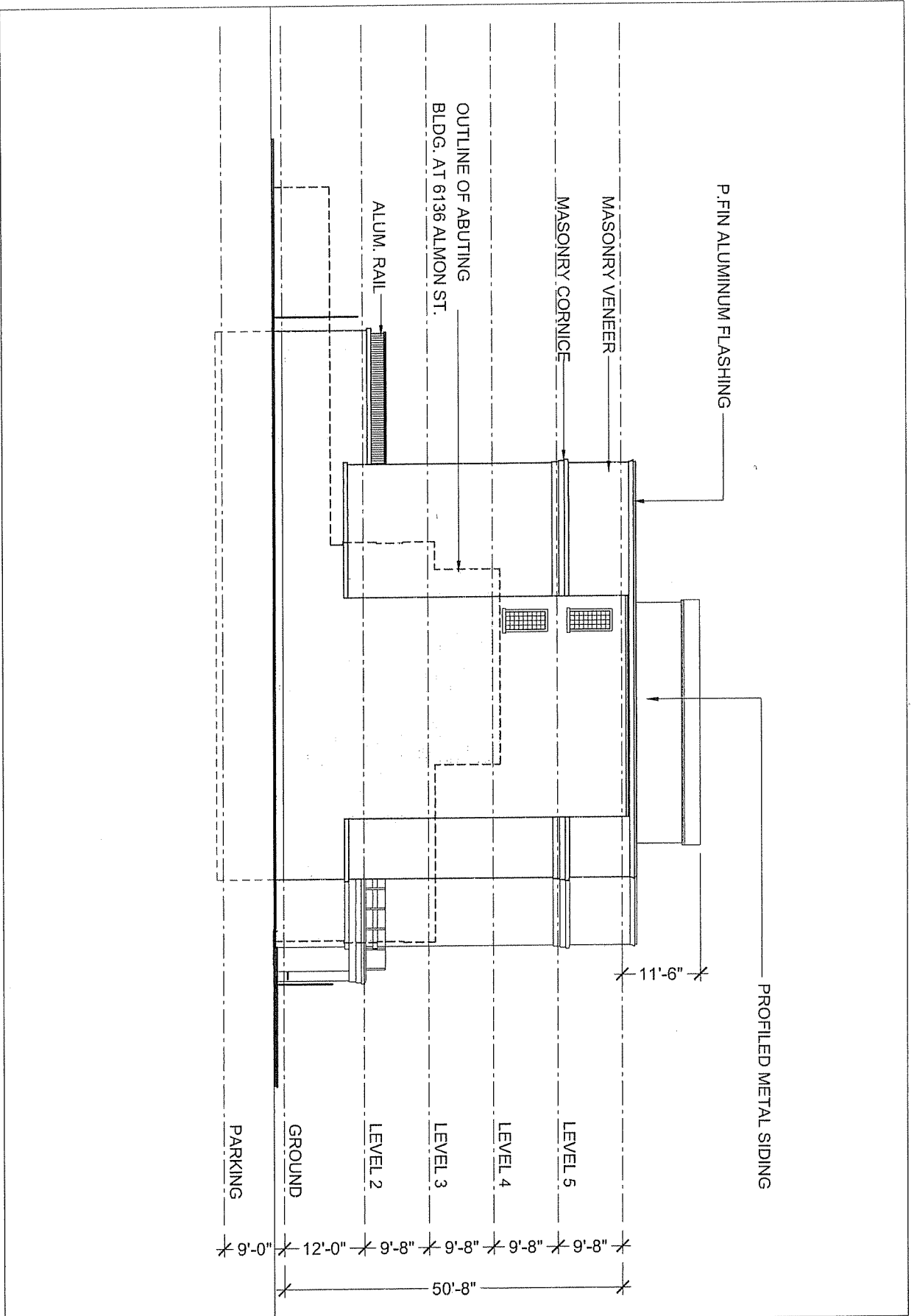
7.4 Completion of Development

Upon the completion of the development or portions thereof, or after ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office for Halifax County, Nova Scotia, whichever time period is less, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2009.

SIGNED, SEALED AND DELIVERED)	[Insert Developer Name]
in the presence of)	
per _____)	per _____
)	
per _____)	per _____
)	
SEALED, DELIVERED AND)	
ATTESTED to by the proper)	
signing officers of Halifax Regional)	
Municipality duly authorized)	
in that behalf in the presence of)	HALIFAX REGIONAL MUNICIPALITY
)	
per _____)	per _____
)	MAYOR
)	
per _____)	per _____
)	ACTING MUNICIPAL CLERK



GLADSTONE RIDGE NORTH

GLADSTONE STREET, HALIFAX NS

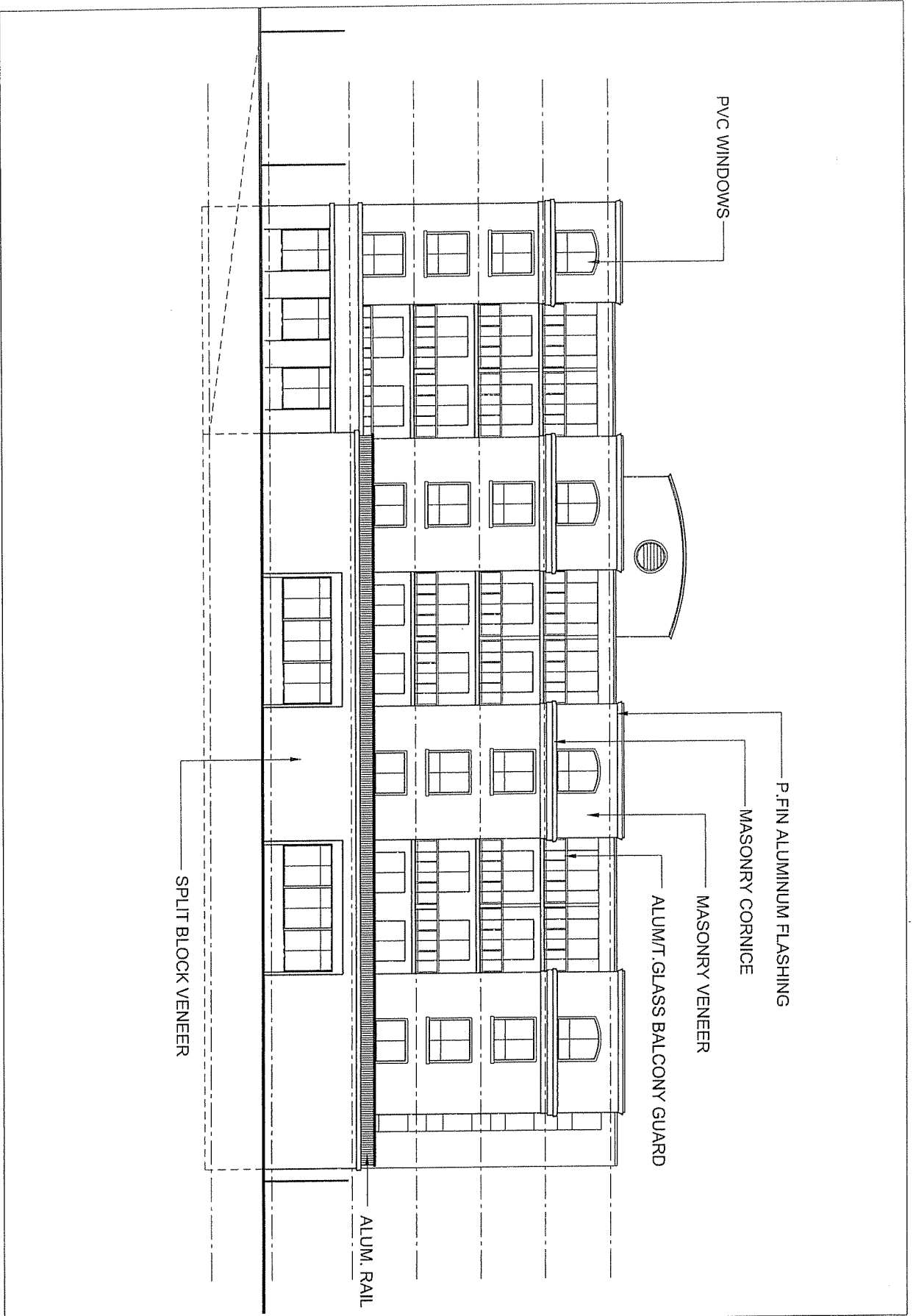
SCHEDULE C

NORTH ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5653 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1557

SCALE 1"=20'
Jun 01, 2009



GLADSTONE RIDGE NORTH

GLADSTONE STREET, HALIFAX NS

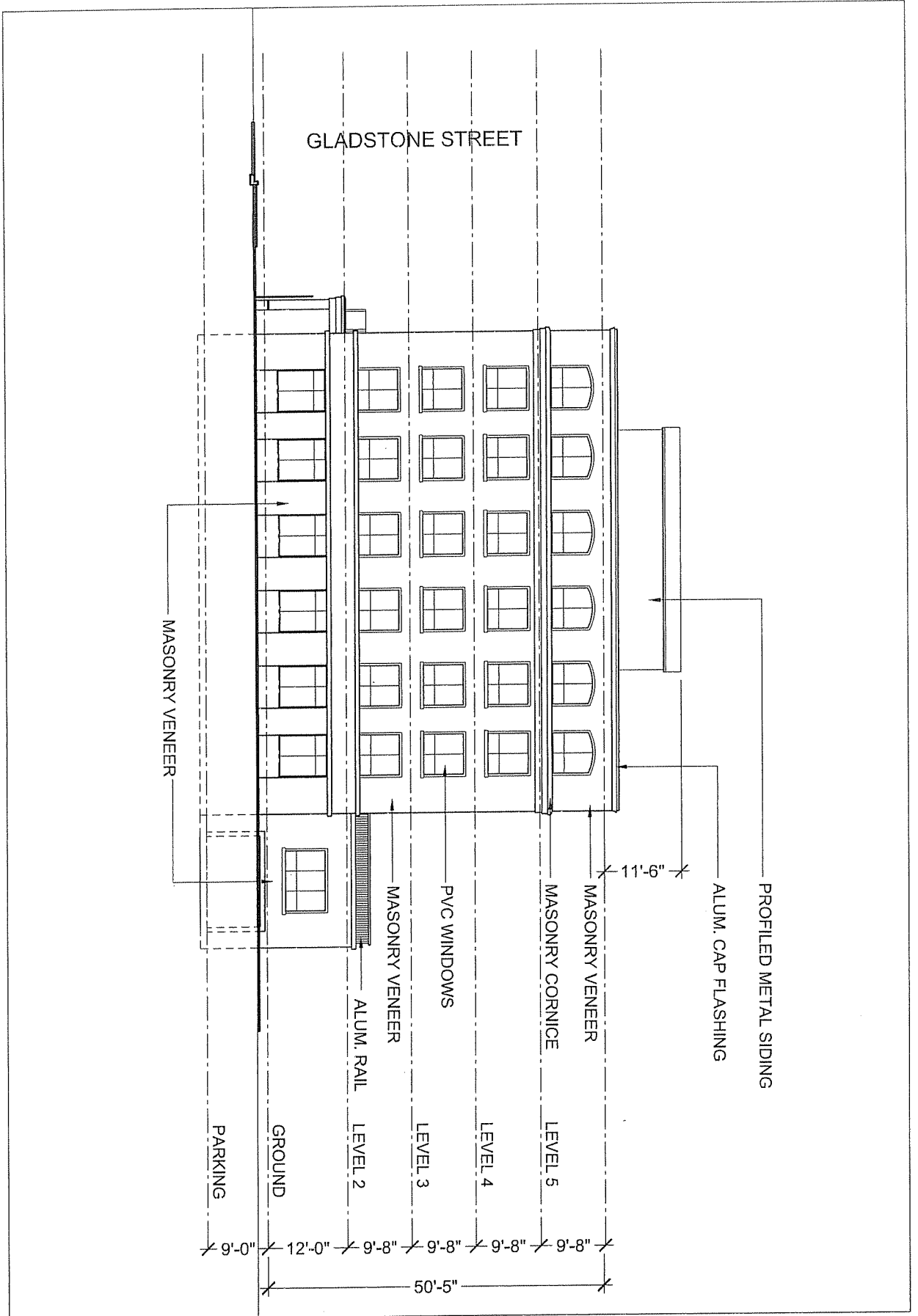
SCHEDULE D

EAST ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1657

SCALE 1"=20'
Jun 01, 2009



GLADSTONE RIDGE NORTH

GLADSTONE STREET, HALIFAX NS

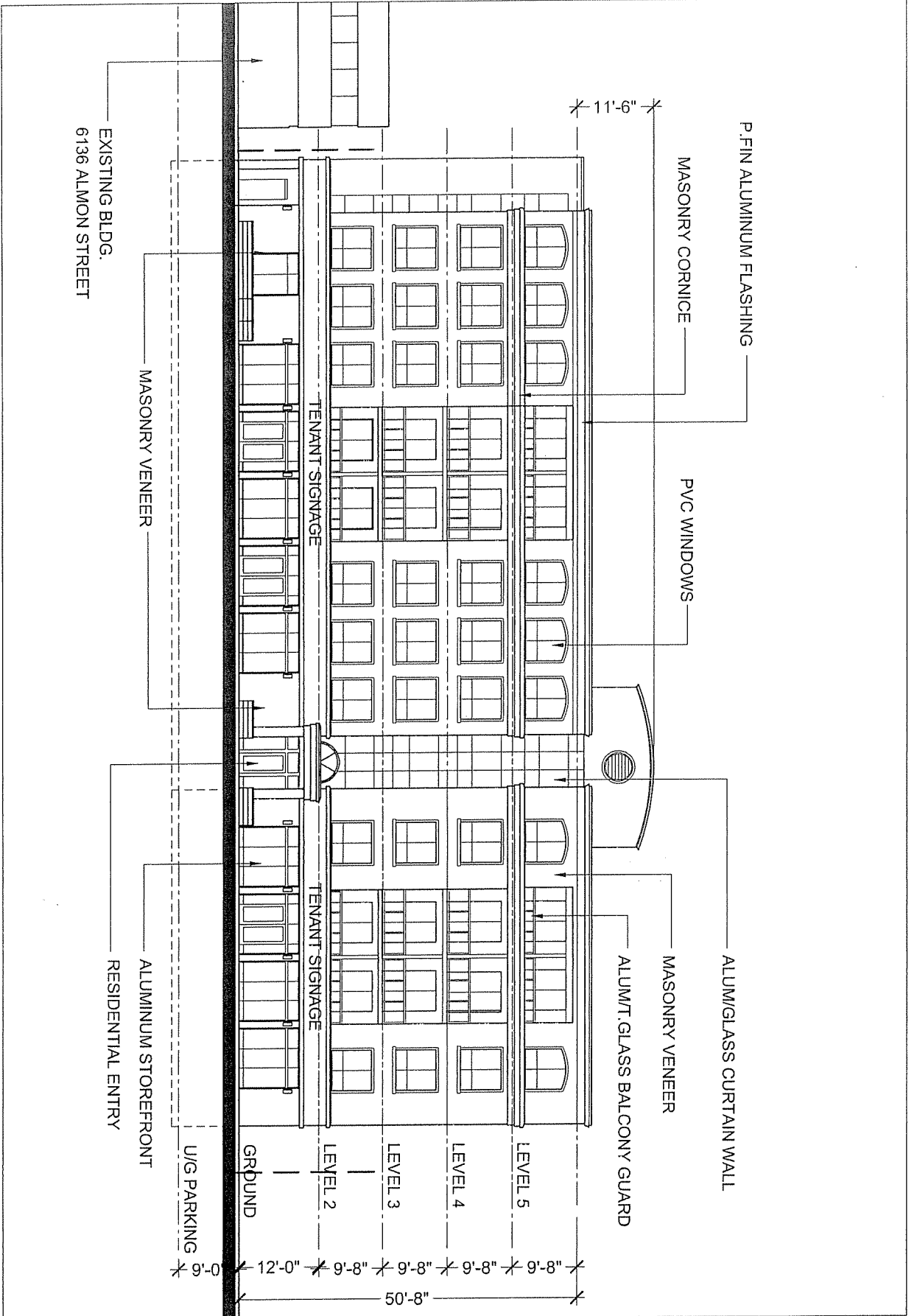
SCHEDULE E

SOUTH ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE 1"=20'
Jun 01, 2009



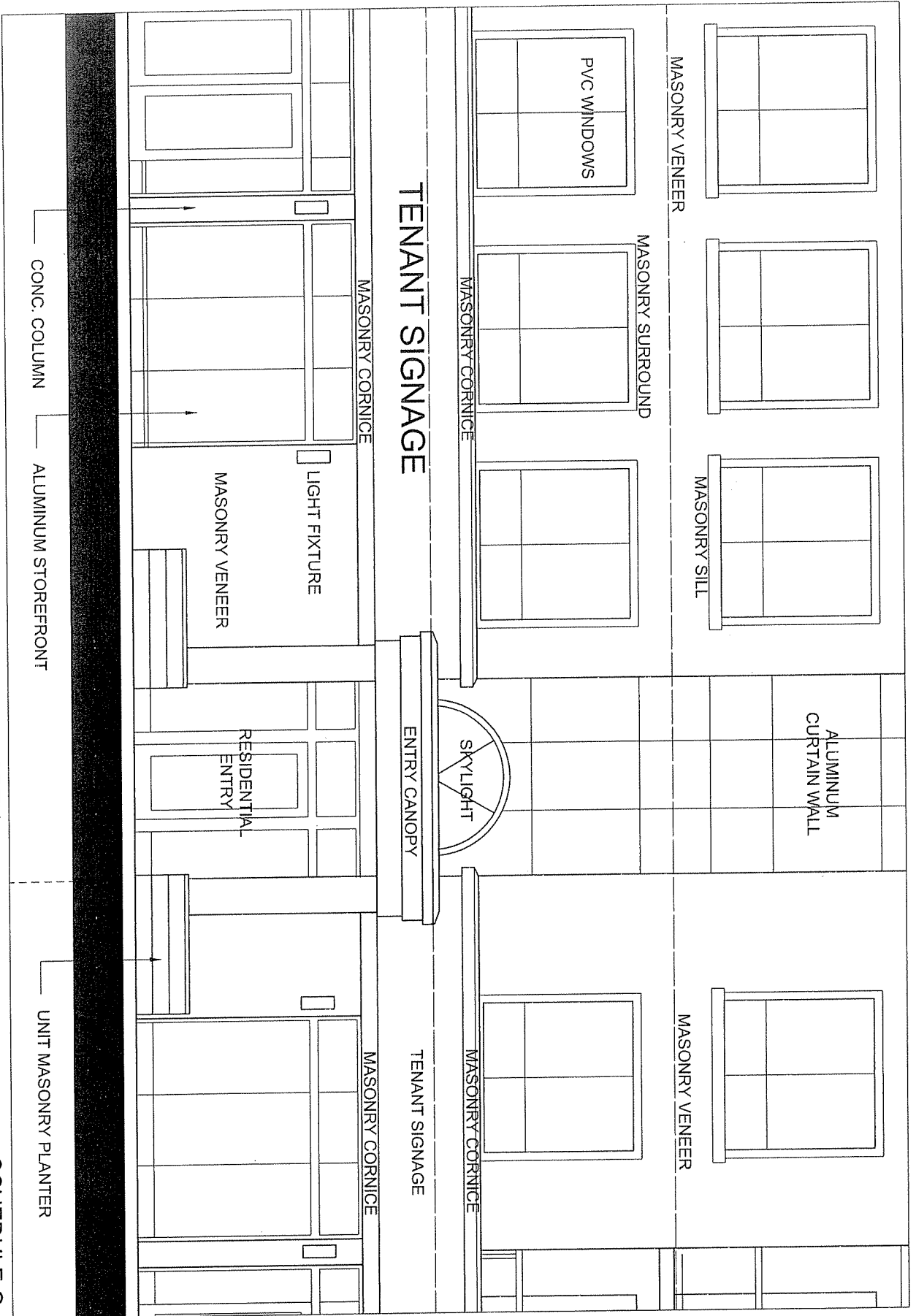
GLADSTONE RIDGE NORTH
GLADSTONE STREET, HALIFAX NS

SCHEDULE F
WEST ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST
HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE 1"=20'
Jun 01, 2009



TENANT SIGNAGE

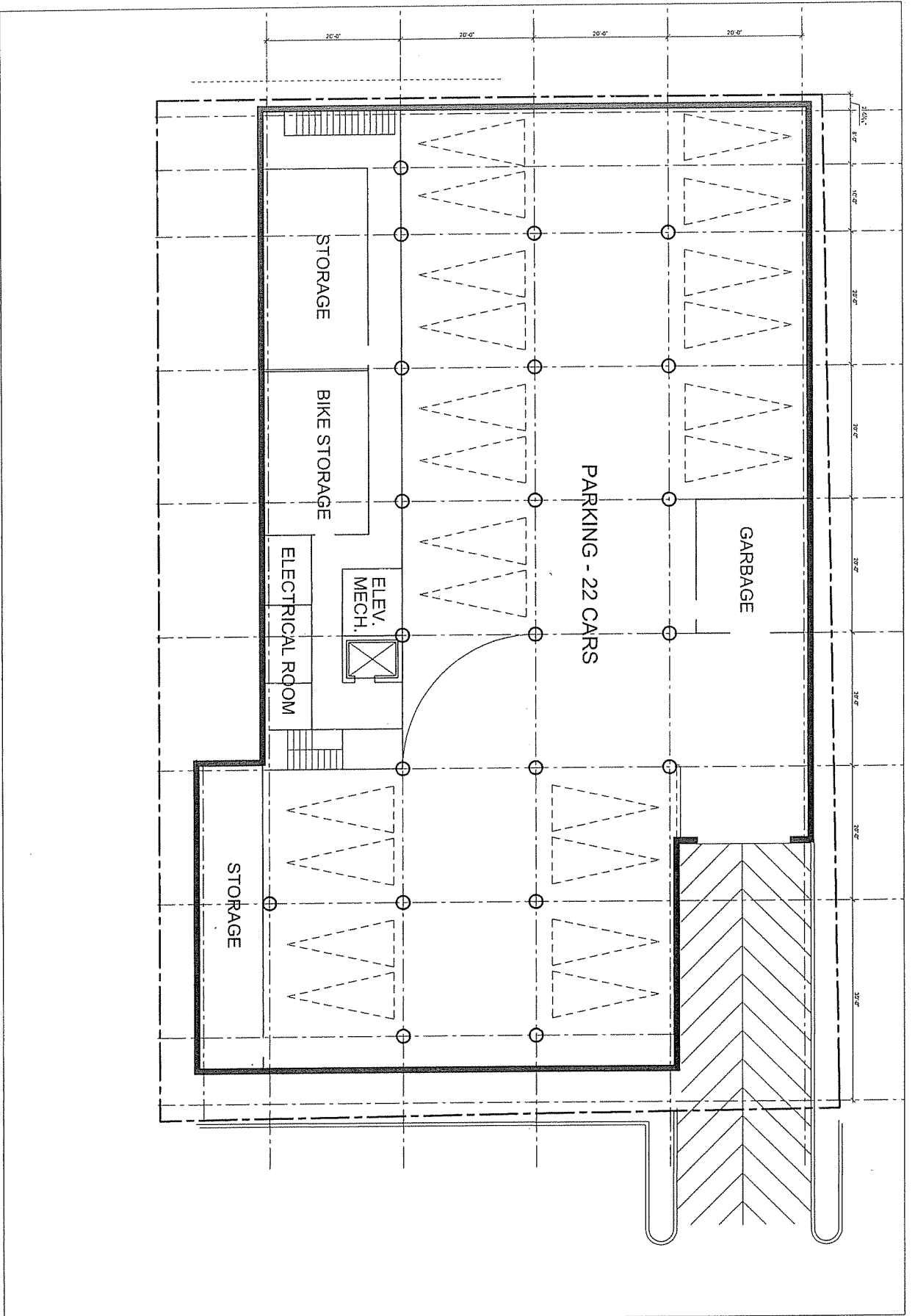
KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

GLADSTONE RIDGE NORTH
GLADSTONE STREET, HALIFAX NS

SCHEDULE G
PARTIAL ELEVATION

SCALE 3/16"=1'-0"
Jun 01, 2009



GLADSTONE RIDGE NORTH

GLADSTONE STREET, HALIFAX NS

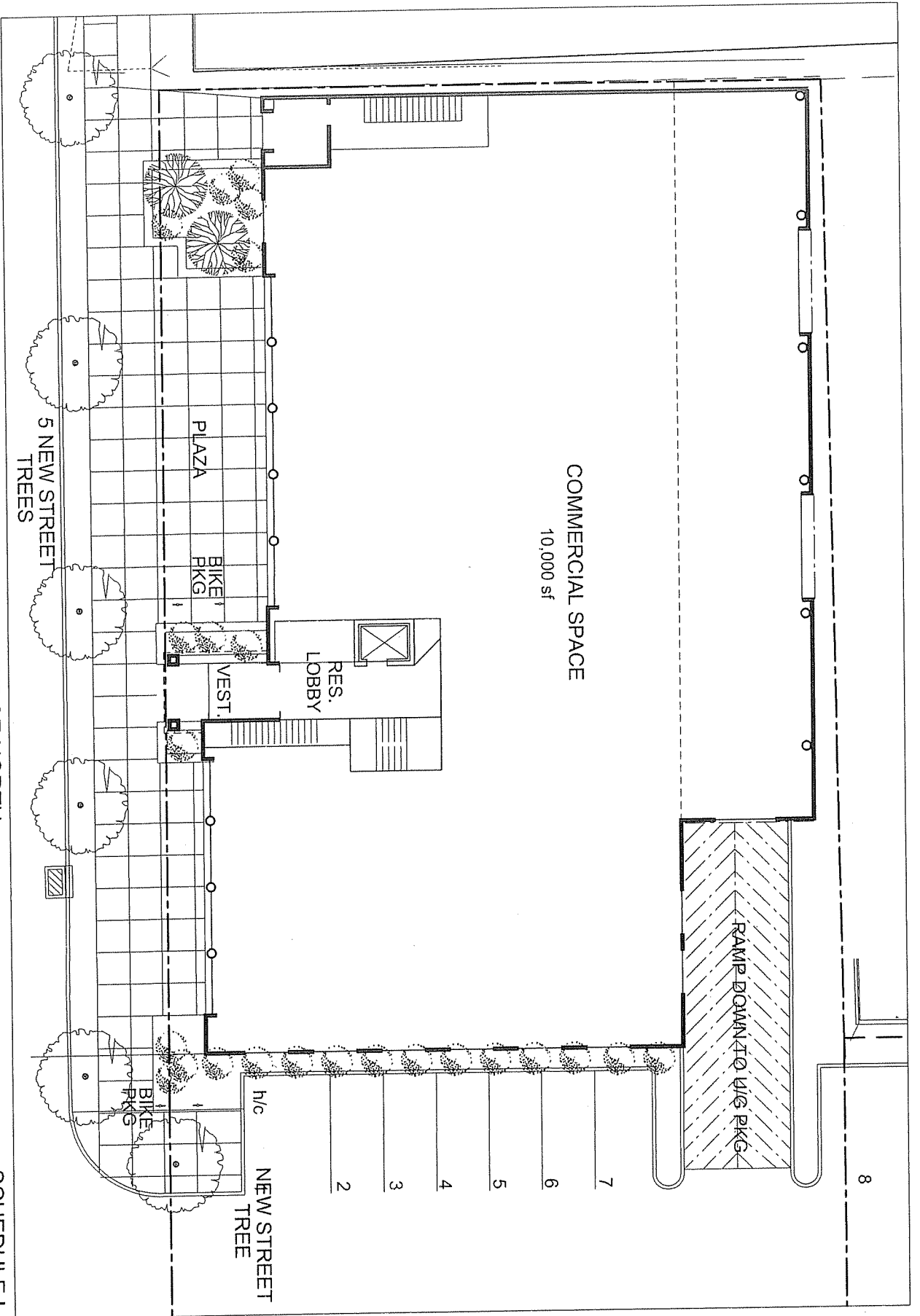
SCHEDULE H

BASEMENT PLAN

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE 1"=20'
Jun 01, 2009

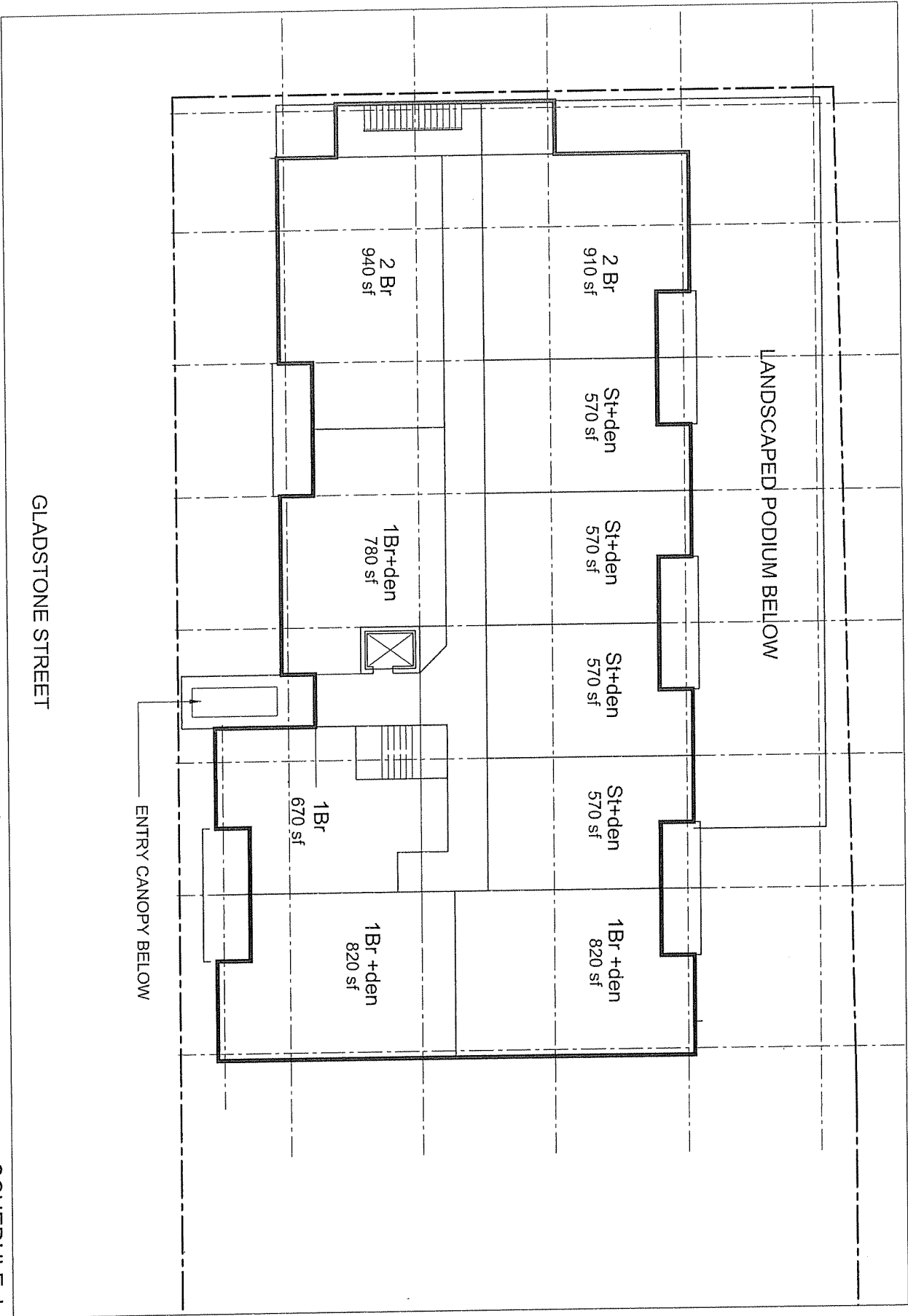


GLADSTONE RIDGE NORTH
GLADSTONE STREET, HALIFAX NS

SCHEDULE I
GROUND FLOOR PLAN

KASSNER/GOODSPEED ARCHITECTS
SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE 1"=20'
Jun 01, 2009



LANDSCAPED PODIUM BELOW

ENTRY CANOPY BELOW

GLADSTONE STREET

GLADSTONE RIDGE NORTH

GLADSTONE STREET, HALIFAX NS

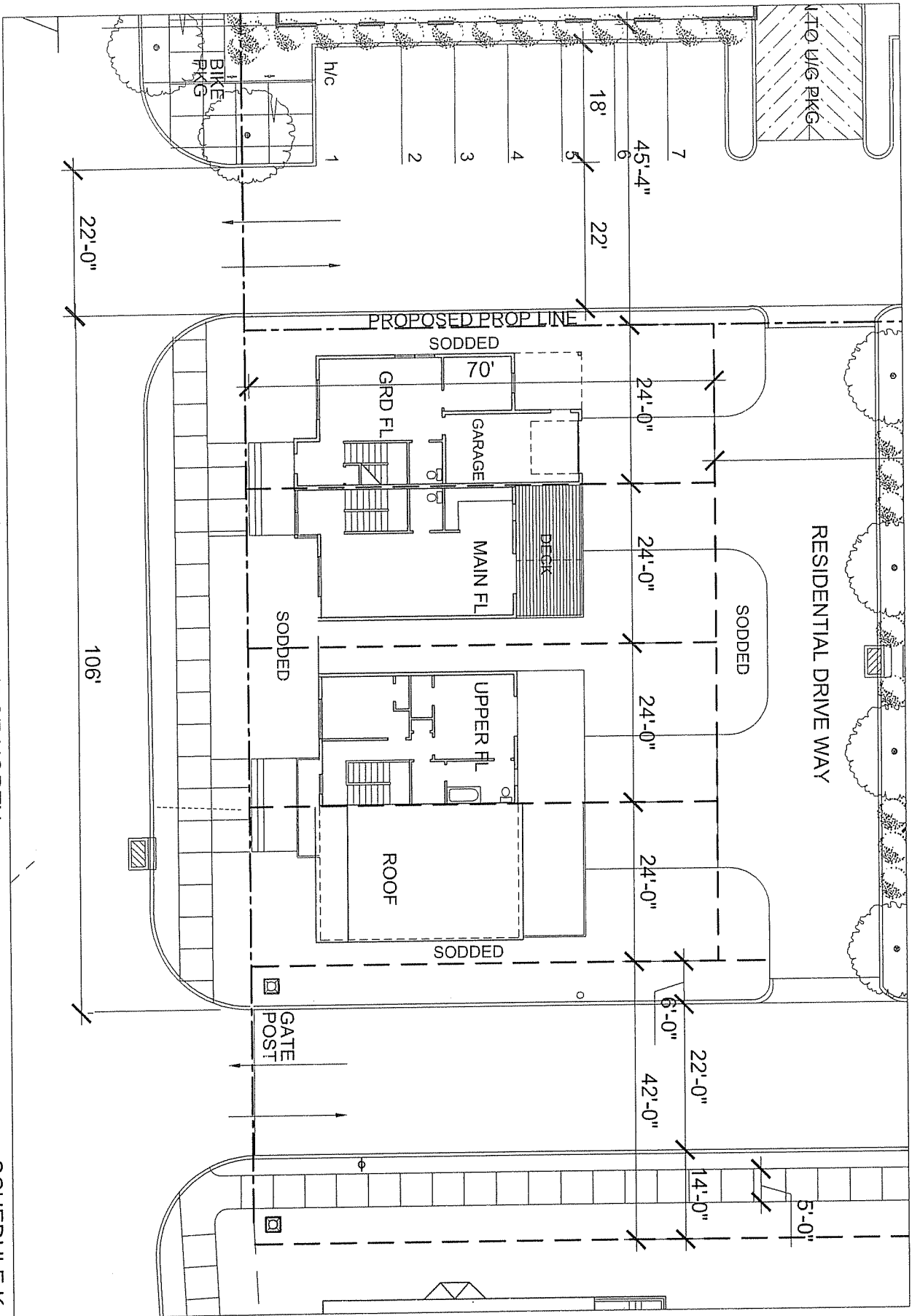
SCHEDULE J

TYPICAL FLOOR PLAN

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1557

SCALE 1"=20'
Jun 01, 2009

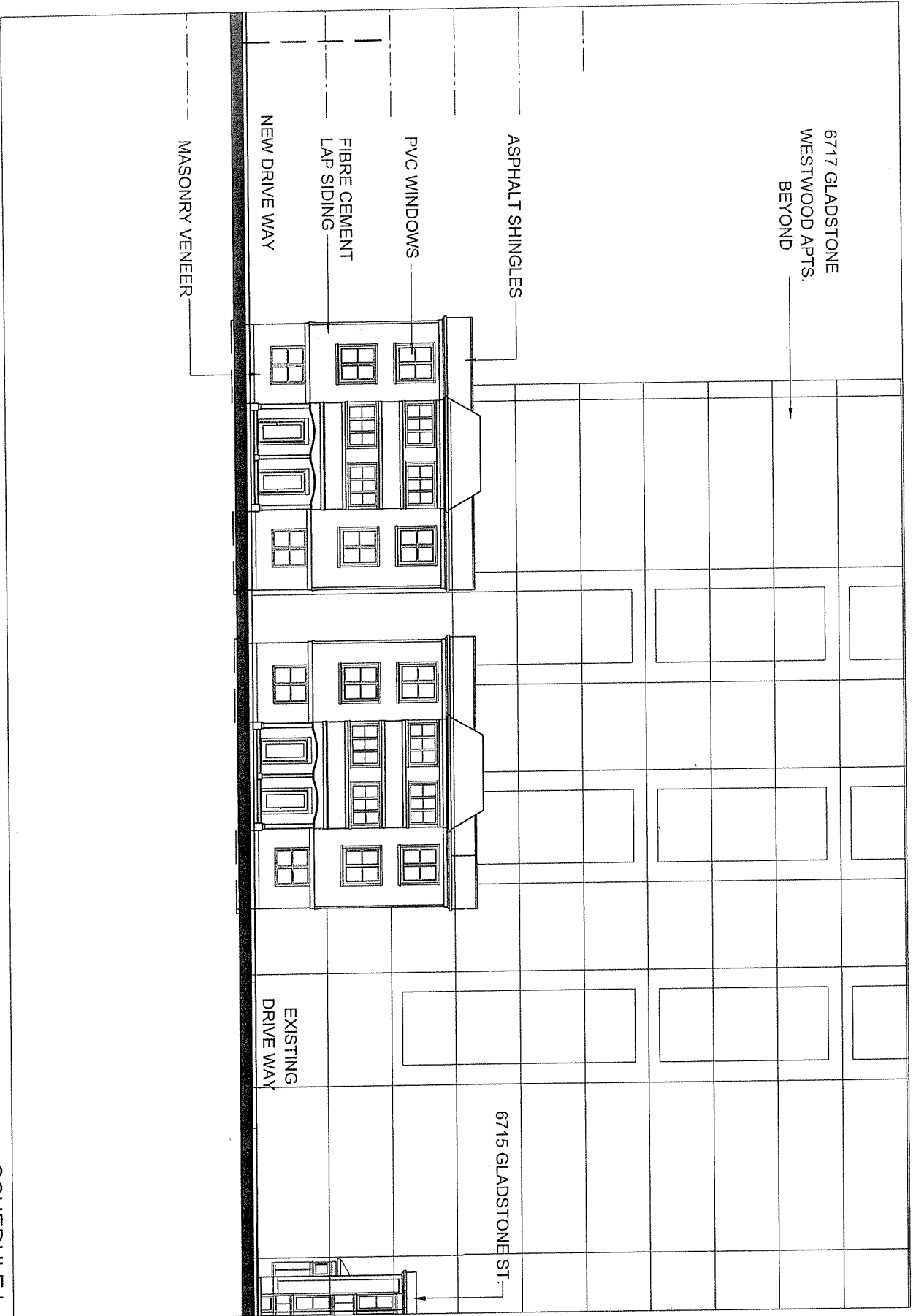


GLADSTONE RIDGE NORTH
 GLADSTONE STREET, HALIFAX NS

SCHEDULE K
 DUPLEX PLANS

KASSNER/GOODSPEED ARCHITECTS
 SUITE 200, 5663 CORNWALLIS ST.
 HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE 1"=20'
 Jun 01, 2009



GLADSTONE RIDGE NORTH

SCHEDULE L

GLADSTONE STREET, HALIFAX NS

ELEVATION - DUPLEXES

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE 1"=20'
Jun 01, 2009

Attachment E
Relevant Experts from the Halifax MPS and LUB and Policy Analysis Table

- 2.3.1 In order to promote investment in commercial and residential redevelopment and to prevent conflict between new and existing uses the city may, through the land use by-law, identify areas that provide an opportunity for and will benefit from comprehensive site planning.
- 2.3.2 In those areas identified in the land use by-law pursuant to Policy 2.3.1 all residential and mixed residential-commercial development over four units shall be by agreement.
- 2.3.3 In considering agreements pursuant to Policy 2.3.2, Council shall consider the following:

Policy Criteria	Staff Evaluation
(i) the relationship of new development to adjacent properties and uses; and, the mitigation of impacts on the amenity, convenience and development potential of adjacent properties through effective urban design and landscape treatment;	Gladstone Street currently offers a mix of uses and housing types. The overall building design, orientation and facade details provide for a high quality commercial retail experience at the street level that does not conflict with the character, stability or scale of the neighbourhood. The articulation of narrow shop fronts with protection from the elements, the large areas of glass and frequent entries at grade all form the basis of a pedestrian-oriented commercial environment.
(ii) the appropriate integration of the development into the traditional grid street system of the Peninsula;	The proposed development utilizes the existing frontage on Gladstone Street and does not interfere with the traditional street grid.
(iii) the design and layout of the development should encourage vehicular traffic to use Principal Streets and discourage traffic from infiltrating through existing neighbourhoods;	The proposed development fronts on Gladstone Street and is located between two major urban arterial streets Almon Street and North Street.

Policy Criteria	Staff Evaluation
(iv) the creation of high quality design detail at street level through attention to such matters as landscaping, signs, building entrances, and vehicle layby areas;	The agreement includes a detailed schedule for the street level portion of the mixed used apartment building and includes landscaping, and controls on signage. Vehicle layby areas off the public street are not included as a matter of staff policy, however the agreement does include off-street parking in close arrangement to the commercial entrances.
(v) the provision of high quality open space and leisure areas of a size and type adequate for the resident population;	The proposed apartment building and semi-detached units are typical of what would be expected within a urban neighbourhood located near the downtown core. The open space and leisure areas for residents include balconies for each unit and landscaping along Gladstone Street.
(vi) residential and commercial densities consistent with municipal services;	Staff have reviewed the proposed density with regard to the capacity of municipal services and are satisfied that there is sufficient system capacity.
(vii) encouraging high quality exterior construction materials such as masonry; and	The proposed agreement requires that the predominant exterior building material for the mixed use commercial residential apartment building shall be high quality exterior masonry materials, including, but not limited to, brick, sandstone, other native stone and architectural precast concrete building stones. Pre-cast masonry panel systems, unfinished concrete block or poured-in place concrete are not acceptable materials.
(viii) other relevant land use considerations which are based on the policy guidance of this Section.	No other issues were identified for consideration under the proposed agreement.

Land Use By-law

92

Schedule "Q"

In any area shown as Schedule "Q", any use shall be permitted which is permitted by the zoning designation of such area, except that any proposed residential or mixed residential-commercial development over four residential units may proceed only by development agreement pursuant to Policy 2.3.3. of Section XI.

Attachment F
Minutes from Public Information Meeting
Wednesday, March 4, 2009

LOCATION: Bloomfield Centre, 2786 Agricola Street, Halifax, NS.

STAFF IN ATTENDANCE: Brian White, Planner, Planning Services
Hilary Campbell, Planning Technician, Planning Services
Alana Hines, Planning Controller, Planning Services

ALSO IN ATTENDANCE: Councillor Jennifer Watts, District 14
Mr. Danny Chedrawe, Westwood Developments Limited
Mr. Dan Goodspeed, Kassner Goodspeed Architects

PUBLIC IN ATTENDANCE: Approx. 13 people

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

1. Opening Remarks/Introductions/Purpose of Meeting/Planning Process

Mr. White introduced himself as the Planner from HRM, Western Region and introduced Hilary Campbell, Planning Technician and Alana Hines, Planning Controller (who would be recording the meeting and taking minutes), both from HRM Planning Services, Western Region. Mr. White also introduced Councillor Watts, District 14, the applicant, Mr. Danny Chedrawe from Westwood Developments, and Mr. Dan Goodspeed from Kassner Goodspeed Architects.

Mr. White indicated that this case, 01240, was formerly known as Case No. 01025 which was changed due to administrative purposes.

Mr. White then reviewed the meeting agenda and the purpose of the meeting, which was to identify the scope of the development and to receive feedback on issues and/or concerns, and noted that no decisions would be made at the public information meeting.

Mr. White outlined the steps of the planning process and noted that this application will be subject to approval by both Regional and Community Council.

2. Application

The details of the proposal include (as shown on the PowerPoint presentation):

- The proposal is an extension to the existing Gladstone Ridge development, which includes

two 12-storey condominium towers, one 6-storey apartment building, 17 single dwelling lots for total of 342 dwelling units, and parking for 395 cars.

- The proposal is to add a mixed use commercial residential building and a 4 unit townhouse to the existing Gladstone Ridge development agreement (a 5 storey building containing 40 apartments and 10,000 square feet of ground floor commercial space with 1 level of underground parking, as well there will be 2 duplex units will replace 4 undeveloped single dwelling lots).

Mr. White showed a map of the location of the proposed development (in red) and identified everything shown in green is designated major commercial. Mr. White's next slide showed the new land holdings acquired by Westwood Developments (shown in orange), also known locally as Corkum Properties, which are split zoned, with a portion zoned C2 and the other portion zoned R2. On the C2 portion of the property there is a number of different development rights compared to the R2 development rights. The requirement at Regional Council, will be to move the R2 boundary approximately 150 feet further down towards Windsor Terrace. This will allow the current commercial zone to be extended and then a development agreement would be entered into which will also be reviewed by Community Council.

A gentleman asked if there was a date set for this. Mr. White said not yet. The gentleman asked if he would be notified. Mr. White said yes, there would be notification.

Mr. White outlined the Development Agreement criteria that Community Council would review, as follows:

- Relationship to adjacent properties and uses
- Encourage traffic to use Principal Streets and discourage traffic from infiltrating through existing neighbourhoods
- Effective urban design and landscape treatment:
 - High quality design detail at street level
 - High quality exterior construction materials
 - High quality open space and leisure areas
- Density consistent with Municipal services

Mr. White then reviewed the ground rules for the meeting.

At this point, Mr. White turned the meeting over to Mr. Chedrawe, the applicant.

Presentation of Proposal by the Applicant

Mr. Chedrawe introduced himself from Westwood Developments, he noted his partner was also in attendance. Mr. Chedrawe indicated that they have been involved in this project for the last four years and completed the last tower of the original development this past summer. Westwood Developments recently acquired the Corkum Property, to the north of the site, and would like to incorporate it with the current/existing development as shown at a public

information meeting over a year ago. From that meeting they took public comment/concern into consideration, which were generally focused on traffic and interior workings of the site and concerns about a day care facility. Mr. Chedrawe confirmed that there was no planned day care going into the first floor of the second tower. He did advise there is a home care service that has an office in the building and next month a fitness centre would be opening, which has limited membership to the two condo buildings and the single family homes in the surrounding area.

Mr. Chedrawe said that the traffic has been reassessed from the first meeting, and they are proposing to limit traffic by having two way traffic entrance/exit in the existing driveway but once a vehicle turns left into the parking area, it would have to exit out through the new exit, closest to the new development. This would limit traffic flow on the second street into the development that exists now. Mr. Chedrawe confirmed this was reviewed by a traffic consultant and it was confirmed that this would be more than sufficient to maintain a very calm traffic flow without creating traffic congestion for the amount of traffic that the new development would generate. Mr. Chedrawe stated that the traffic consultant indicated that additional traffic would be minimal as there will be 44 units with underground parking accessed by the entrance that has two way traffic.

Mr. Chedrawe indicated the design is for a building that is similar in height to the Almond apartments in behind (a five story building) and is lower in height than the Burkley at the other end of the site. The building has been set back 10 to 15 feet from the sidewalk so a plaza can be created, perhaps attracting a local coffee shop that would be a potential tenant on the ground floor.

The Architect who has designed the other buildings in Gladstone Ridge is the same Architect working on this new building and Mr. Chedrawe passed the presentation on to Dan Goodspeed.

Mr. Dan Goodspeed introduced himself. He identified that not much has changed from the previous public information meeting held over a year ago with respect to the building. Mr. Goodspeed mentioned the parking lot has been re-worked. In the previous proposal, four townhouses were proposed, but due to the zoning in place and the opportunity to include windows in the building, two duplexes have now been incorporated instead. Mr. Goodspeed said that this new change fits better with municipal policy for the site.

Referring to the renderings on the display boards, Mr. Goodspeed advised of the new scenario coming from the existing single family houses along Gladstone Street. The duplexes are now 3 storeys from ground up, whereas the houses are two story, and this creates a transition on the streetscape to the 5 story building that is proposed on the former Corkum lands. Mr. Goodspeed further described the location of the proposal (referring to the renderings) and advised that decisions have not yet been made on the external materials to be used on the buildings. Mr. Goodspeed described the site location of the two duplexes proposed as well as the interior layout with garage and a second parking space in the driveway. The larger building is commercial on the ground floor with a residential lobby. Approximately a 12 foot peak terrace was created at the front of the building so that the sun can shine through in the afternoon (mentioning it would

be a great place for a café). Mr. Goodspeed advised there are four floors of units, 11 apartments per floor (mixed between 1 bedrooms and 2 bedrooms). This building focuses on smaller more efficient units. Mr. Goodspeed again indicated that the exterior material has not yet been decided, but his preference would be to use some brick, similar to what was used on the Burkley.

Mr. Goodspeed said that they have generally received positive feedback on the technical issues from City Staff and are here tonight to receive public comment/concerns.

3. Questions/Comments

Mr. White opened the floor to questions.

Madeline Conrad wanted to know where the sewer for the new development would be going. She indicated that she lives in the second house over from the development and has had two floods connecting to dead end manholes (filled with construction debris) backing up into her home from the previous development. Specifically, Ms. Conrad wanted to know if the new sewer would be connecting to Almond Street. Mr. Goodspeed said this new development would be connected into the sewer on Almond. Mr. White said that he would have this confirmed by HRM Engineering Staff and noted that normally the developer would be responsible for any sewer system up grades. Mr. Goodspeed said there would be no more load on the line to her connection.

Ms. Conrad's second question related to the traffic flow into the development. Mr. Chedrawe said the traffic pattern would continue to be two way in and out. He further indicated if traffic entered into the parking lot in the back, they would not be able to exit this driveway they would have to exit from the new driveway. It was asked what would prevent people from driving back through the entrance the traffic came in. Mr. Chedrawe & Mr. Goodspeed said traffic signs. Ms. Conrad asked the developer if there was any thought to having one way direction in and out around the apartment building. Mr. Chedrawe said they are addressing the issue of cars parking in driveway that shouldn't be. A resident mentioned there are no signs indicating no parking. Mr. Chedrawe acknowledged this and indicated that there were temporary signs in place that got ripped down, and advised that permanent signs would be placed, along with speed bumps, in the spring (once the frost is gone).

Mr. Chedrawe, referring to a drawing, showed how the traffic would flow from the exiting development to the new development and explained how the current flow works and how the proposed would improve the traffic flow and parking. Ms. Conrad explained that she has concerns. Mr. Chedrawe indicated that they took Ms. Conrad's comments and concerns from the first public information meeting a year ago with regards to traffic and came up with the revised solution as well as took the idea of having a day care out of the building, which she was opposed to, and considers her concerns important and have addressed them in the new proposal. Mr. Goodspeed, also indicated that once the fire lane signs are up, no parking can take place where Ms. Conrad is concerned and those who park there will be subject to getting a ticket or being towed, if reported.

Mr. Chedrawe said they are also going to put up speed limit signs.

Henry Duffy said that it is 2 to 3 years later from the previous development and there are no signs up today and is concerned about signs actually going up and stated his concerns with traffic flow. Mr. Duffy asked where the stop sign was coming out of Gladstone property. Mr. Goodspeed said that typically driveways do not have stop signs. Mr. Duffy disagreed and said it wasn't a driveway but a road way and feels there should be a stop sign placed. Mr. Duffy was also concerned that the four residential lots from the original proposal has changed to apartments. Mr. Duffy said he wants to see development of the original four single family homes rather than the new proposal. Mr. White explained that the zoning here is R2, which allows single family homes, semi-detached, and apartments and that any of these housing types is acceptable. The developer is showing a form of homes that is acceptable under the zoning. Mr. Duffy is concerned that one of the lots is becoming a driveway instead of a home which it was originally proposed and believes that the four single family homes should be developed there as originally planned.

Derek Matters asked for clarification where Peter's buildings were located. Mr. Chedrawe showed the area/location of these buildings (in yellow) on the renderings. Mr. Matters asked about availability of excess and guest parking. Mr. Chedrawe indicated that there are 26 underground parking spaces and there are additional parking outdoors. He also showed an area for visitor parking. Mr. Matters asked if there would be designated parking for each unit. Mr. Chedrawe said no there was not. Mr. Matters expressed that he was concerned about parking overflowing to his condo building. Mr. Chedrawe explained that in the existing building not everyone owns a car and it is expected that no everyone will own a car who will reside in the new building. Mr. Matters asked if there was a requirement to have one parking space per unit. Mr. White indicated that there is a requirement under normal as of right situations, but this is subject to a development agreement and the developer has the opportunity to present proposals that would be less than one spot per unit if they can reasonably demonstrate it is not required. Mr. Goodspeed said that some of the parking is intended to support the commercial uses on the ground floor and in a C2 zone, commercial parking is not required. There are 32 parking spaces outside plus 26 spaces inside for a total of 58 spaces and there are 44 suites, so one could argue that there is sufficient parking. Mr. Matters said that these were not allocated parking spots for the units. Mr. White said that they don't have to allocated they simply need to be included in the proposal. HRM does not have a requirement that every unit has an allocated parking spot, but the development must have adequate parking spaces. Mr. Matters indicated that parking is at a premium at his condo building and it seems to him that there is not enough parking spaces for this development and he is concerned overflow will spill into his parking lot. Mr. Chedrawe said that to date parking has not been an issue with his buildings. Mr. Matters said that he would like to see every unit have an underground parking spot allocated to each unit.

Ms. Conrad, asked what parking arrangements have been made for the commercial tenants with respect to client/employee parking. Mr. Chedrawe said this is neighbourhood commercial, which is no different than the Hydrostone. Mr. Duffy said that at the Hydrostone parking is on the street and there is no street parking on the proposed development side of the street. Ms. Conrad said she personally believes that it will be walkers accessing this commercial area. Mr.

Chedrawe said they are the first developers to have a car share spot in their development in Halifax, and the whole focus is to bring more people to live on the Peninsula of Halifax who rely on their feet and public transportation, but at the same time they have an obligation to ensure there is enough parking spaces in the development. Mr. White also clarified that throughout the entire Peninsula of Halifax commercial zones do not typically have parking requirements, the purpose is that commercial businesses use on street parking and on street parking by definition is a form of shared parking, it is not for the sole use of the businesses or resident, it is shared parking. It does create conflicts, however, it is through the land use bylaw how it is administered.

Mr. Chedrawe stated the location of the underground parking entrance/exit was intentionally located at the back so that it is safer for pedestrian and cars as compared to many underground parking lots and architecturally it is nicer.

Mr. Duffy said that by changing the zoning he would be able to develop C2 from one end to the other without having to honor anything. Mr. White said that would be true if Westwood was only requesting a zoning change, but a Development Agreement (DA) is also happening at the same time and the DA will be tied to the zoning which will all be tied to the property. This cannot be changed with out City Councils approval.

David Smith made the comment that he believes that the adjacent land owner could be made to put up and maintain no parking signage as part of the Development Agreement. He believes this is relevant as there is clearly a demand for parking spots. Mr. Smith believes if there is good signage everywhere and it is maintained, it may help with the parking situation.

Ms. Conrad asked whose responsibility is it to put up stop signs, etc. Mr. Chedrawe it is the developers responsibility, however there are city standards that must be followed. Mr. White said that in this particular case it would be Mr. Chedrawe's goodwill to comply with sign request as there is no legislative requirement to make him place these signs that are not required.

Sandy Smith asked how many commercial store fronts are proposed. Mr. Chedrawe indicated no more than four due to size restrictions. Ms. Smith asked if there would be pull in parking in front of the commercial space. Mr. Goodspeed said no, it is a pedestrian area where there may be an outside sitting area for a café.

Ms. Conrad asked if there would be a side walk in front of the building. Mr. Chedrawe said yes the sidewalk would continue.

Mr. Chedrawe indicated that if the project is approved by Council it is their intention to break ground in January 2010, and put the footing and foundation in place by March 2010, and have people move in by September 2010. Thus, this time frame would eliminate most summer construction, it would mostly be finishing work in the summer. The duplexes would also be constructed at this time.

Mr. Matters asked what the breakdown for units would be. Mr. Chedrawe indicated that the majority would be 1 bedroom (roughly 3:1 ratio). Mr. Matter's asked what size the units would be. Mr. Goodspeed said 600-700 feet for the 1 bedrooms and roughly 900 feet for 2 bedroom units.

Ms. Conrad asked what the exterior material would be for the duplexes. Mr. Goodspeed indicated the exterior material has not yet been decided, but would like to pick up the brick from other surrounding buildings. Ms. Conrad asked about colour. Mr. Goodspeed said yes to colour but wasn't sure what colour yet. Mr. White suggested that by the time the public hearing comes that Mr. Goodspeed would have a more finished look. Mr. Goodspeed agreed and said before the City can sign the agreement, the materials need be finalized.

Mr. Duffy re-stated his previous comments regarding the type of housing from the original proposal.

Mr. White said that Mr. Chedrawe is exercising a right that every citizen has and it will be subject to Regional Council's decision.

4. Closing Comments

Mr. Chedrawe thanked everyone for coming out and asked for their support on this project and indicated that they took concerns and comments from the previous public information meeting into consideration for the new proposal shown.

Mr. White recapped what will happen in the next few weeks. A final set of drawings will come in that will become part of a draft development agreement that will go forward to Council. All drawings and renderings will be posted on the website. Mr. White indicated that if you had received a notice in the mail about the public information meeting, another one would be send regarding the public hearing (stating date/time). If you attend at Regional Council you will be given five minutes to address your concerns/comments to Council.

Mr. White thanked everyone for coming out and provided his contact information.

5. Adjournment

The meeting adjourned at approximately 8:10 p.m.