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Item No. 13.1.1
Halifax and West Community Council
January 21, 2020

TO: Chair and Members of Halifax and West Community Council

Original Signed

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: January 7, 2020

SUBJECT: **Case 22177: Development Agreement for Almon Street and Gladstone Street, Halifax**

ORIGIN

Application by W. M. Fares Architects.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to develop an eight storey mixed use building at the corner of Almon Street and Gladstone 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; 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

W. M. Fares Architects is applying to enter into a development agreement to permit an eight storey, 86 unit apartment building at the southwest corner of Almon Street and Gladstone Street in Halifax. The proposed building has a three storey streetwall with a stepback at all four elevations and a stepped transition from existing abutting low rise residential fronting on Gladstone Street. The proposal includes commercial use on part of the ground floor fronting on Almon and Gladstone Streets. All parking will be underground with parking access located at Gladstone Street.

Subject Site	6158-60 Almon Street (PID 00004945) and 27656-60 Gladstone Street (PID 00004952)
Location	Southwest corner of intersection of Almon Street and Gladstone Street, Halifax
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Major Commercial (MJC) under Peninsula North Secondary Municipal Planning Strategy (SPS)
Zoning (Map 2)	C-2 (General Business), Schedule 'Q' under Halifax Peninsula LUB
Size of Site	2,100 square m (22,612 sq. ft.)
Street Frontage	30 metres (98.5 ft.) on Almon Street and 68.5 metres (225.25 ft.) along Gladstone Street
Current Land Use(s)	RC Legion, retail store, meat store, taxi dispatch
Surrounding Use(s)	Canada Post located directly across from site at Almon Street, 8 storey mixed use and parking lot directly across from site at Gladstone Street, and low rise wood frame residential to the south and southwest of the site.

Proposal Details

The applicant proposes to develop an eight storey mixed use building. The major aspects of the proposal are as follows:

- Eight storeys including commercial use on portions of the ground floor level;
- Ground floor commercial uses proposed along Almon and Gladstone Street frontages and residential uses located toward the interior lot lines;
- Maximum of 86 dwelling units including a minimum of 35% 2-bedroom units;
- 8 storey (85 feet/25.91 metres) building height;
- materials are brick veneer, panel cladding system, glazed window wall system (upper levels), glass balcony enclosures;
- Minimum of 1,041 sq. ft. indoor amenity space and 1,518 sq. ft. outdoor amenity space at Level 7; and
- 50 underground vehicle parking spaces dispersed over two levels and bicycle parking subject to Land Use By-law.

Enabling Policy and LUB Context

The subject site is designated Major Commercial under the Halifax Municipal Planning Strategy (MPS) and is zoned C-2 (General Business) Zone with the Schedule 'Q' applied to the lands. The development of the property is also regulated by the Peninsula North Secondary Planning Strategy (SMPS). Permitted C-2 uses allow commercial buildings with no front, side or rear yard restrictions and no building height limit, except that buildings over 80 feet must be stepped back above that height. The C-2 Zone permits all uses of the R-1, R-2, R-2T, R-2A, R-3, C-1 and C-2A zones subject to the requirements of the respective zone.

The provisions of Schedule 'Q' were established to address the challenge of introducing new residential uses into existing commercial and industrial areas by negotiating, on a site by site basis, the conditions of a development agreement including:

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

The Schedule Q policy is intended to control the potential land use conflicts, ensure adequate road connections provide high quality design and have appropriate, high quality amenity space. Map 3 shows all of the lands in the immediate area with the Schedule Q applied.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public information meeting held on May 22, 2019. Attachment C contains a copy of a summary from the meeting where 11 people attended. The public comments received include the following topics:

- Insufficient number of parking spaces;
- Traffic volumes on Gladstone; and
- Shadow effects.

A public hearing must be held by Halifax and West Community Council before they may 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 Halifax MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Proposed Development Agreement

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

- Maximum building height of 85 feet (25.91 metres);
- Permits maximum 86 dwelling units;
- Location, maximum area and types of permitted commercial uses;
- Permitted building materials;
- Number of parking spaces and location of access to below grade parking;
- Signage;
- Requires landscaping plan;
- Non-substantive amendments; and
- Time allotted for commencement and completion.

The attached development agreement will permit an eight storey mixed use 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.

Traffic

The proposed development fronts on Almon and Gladstone Streets. Almon Street is a two-lane collector street with curb and gutter and sidewalk both sides with time limited on-street parking permitted on both sides. Gladstone Street is a two-lane local street with curb and gutter and sidewalk both sides with on-street parking permitted.

A Traffic Impact Statement (TIS), prepared by a Professional Engineer, reviewed the proposed development. The Almon Street and Gladstone intersection is an unsignalized T-intersection with a stop control on the Gladstone Street approaches. It is not expected that the Almon and Gladstone Streets intersection will experience operational issues attributable to the proposed development.

The TIS concludes that the proposed development is not expected to have any significant impact to the level of performance of Almon Street, Gladstone Street, the adjacent intersections or the regional street network. The TIS further concludes that the net additional trips generated by the proposed development in the area are not expected to have any significant cumulative effect on the traffic operations of local intersections or streets, or the regional street network.

Parking

Apartment buildings constructed with low numbers of parking spaces or no surface parking but providing bike storage are intended to attract tenants who use alternate forms of transportation or do not own a car. The Integrated Mobility Plan (IMP) promotes development of safe, convenient and sustainable transportation modes designed to reduce reliance on the automobile which can in turn reduce the need for off-street parking and demand for on-street parking as well as result in local and regional air quality benefits and reduce fossil fuel dependence.

The proposed development agreement requires a minimum of 50 underground vehicle parking spaces, which equates to approximately 0.63 parking spaces per unit. Additionally, class A bicycle parking spaces are required to meet the LUB requirements. The lower ratio of vehicle parking spaces to units and enclosed bicycle supports the IMP. Staff consider the need for parking in a building based on its location in relation to transit connections and opportunities for active transportation. This building is well located with bus service provided on Windsor Street (approximately 170m walking distance from proposal), Robie Street and North Street (within 350m and 400m walking distance from subject site respectively). Under these circumstances, staff support the proposed parking requirements.

Building Design and Height

The proposed development agreement controls the appearance of the building by means of Schedules attached to the Agreement, and an "Architectural Requirements" section in the text of the Agreement. The building is designed so that all façades, inclusive of an overhanging portion extending around both corners fronting on Almon Street, presents a 3 storey streetwall with a 3m stepback also on all building facades. The streetwall facing Gladstone Street and the interior streetwall facing Pacific Street are designed with projections overhanging the ground level floor to reflect a desirable fine-grained, individual unit, townhouse styled appearance. At the abutting residential structure facing Gladstone Street, the proposed building transitions in a stepping sequence to an 8 storey height which locates the greatest height at the less sensitive (north) end of the site. The 8 storey building as permitted by the proposed development agreement is appropriate given the subject site's context of similar height buildings and the stepped transition that promotes mediation between the heights of the neighbouring buildings.

Halifax Peninsula Planning Advisory Committee

On June 24, 2019, the Halifax Peninsula Planning Advisory Committee (PAC) recommended that the application be approved with consideration given to affordable housing. However, affordable housing is not addressed by the proposed development agreement. Under the *HRM Charter*, the only option to

mandate affordable housing is to use incentive or bonus zoning. Through incentive or bonus zoning, affordable units would be provided as a public benefit in exchange for increased height and density on the subject property. The applicant is not including affordable housing as part of their proposal, nor does the proposed development agreement include provisions for it.

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 Halifax MPS. The mixed-use development form, with residential units over ground floor commercial at the Almon Street and Gladstone Street frontages and a 3 storey streetwall with stepback to the mid-rise elevations completely surrounding the building, presents a complementary design response to height, materials and scale in the context of the existing development across Gladstone Street and to Pacific Street. Therefore, staff recommend that the Halifax and West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2019-2020 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. 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 or another public hearing. A decision of Council to approve this development agreement is appealable to the Nova Scotia Utility and 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 does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the Nova Scotia Utility and Review Board as per Section 262 of the *HRM Charter*.

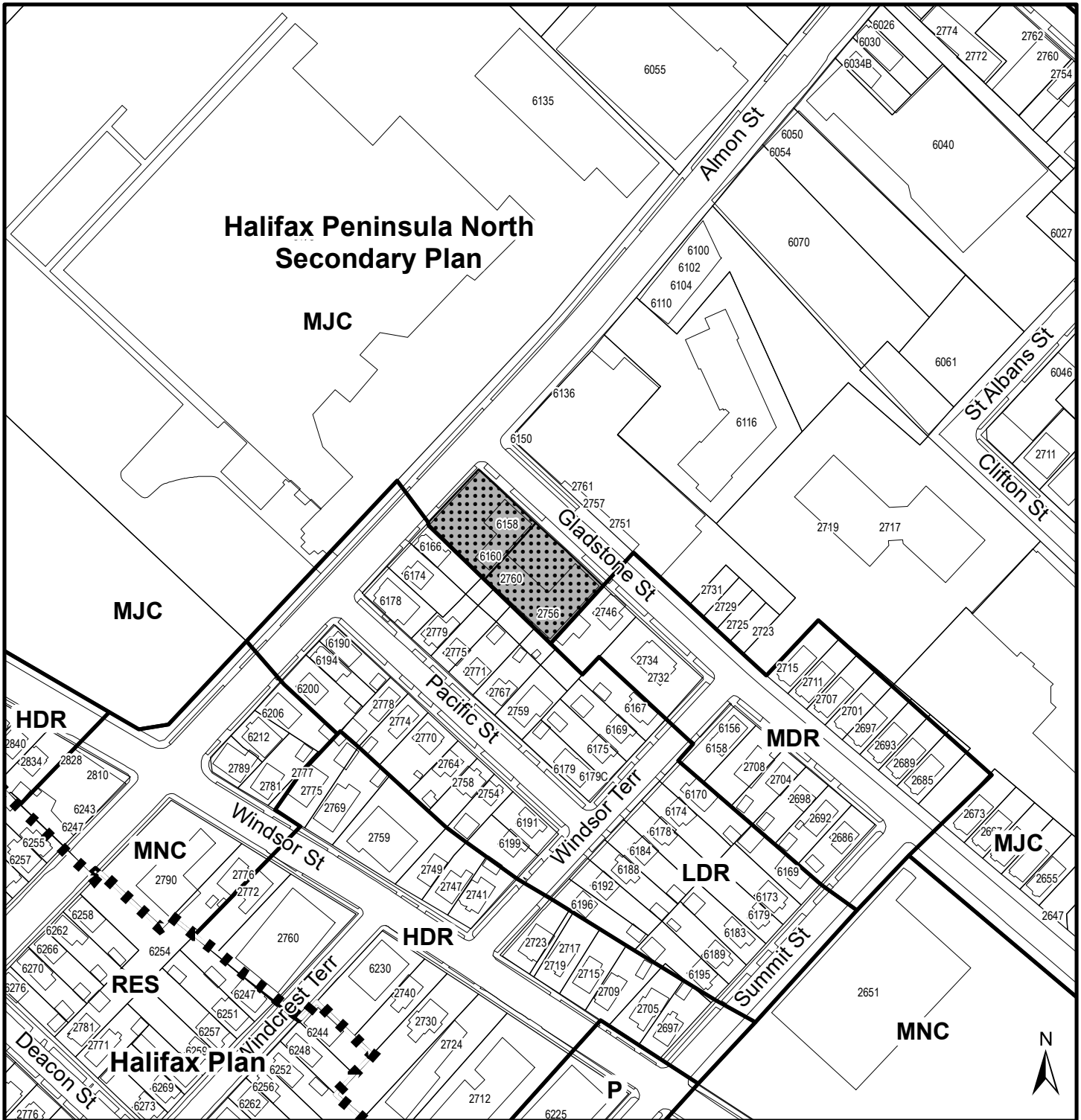
ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Map 3:	Schedule Q Lands in the Vicinity
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant Policies of the Halifax MPS
Attachment C:	Public Information Meeting Summary

A copy of this report may be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.


Report Prepared by: Darrell Joudrey, Planner II, 902.490.4181


Report Approved by: Steven Higgins, Manager Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

6160 Almon Street & 2760 Gladstone St.,
Halifax

 Area of Proposed Development Agreement

 Plan Area Boundary

Halifax Plan Area
Peninsula North Secondary Plan Area

Halifax Pen. North
Secondary Plan

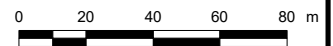
Halifax Plan

Designation

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

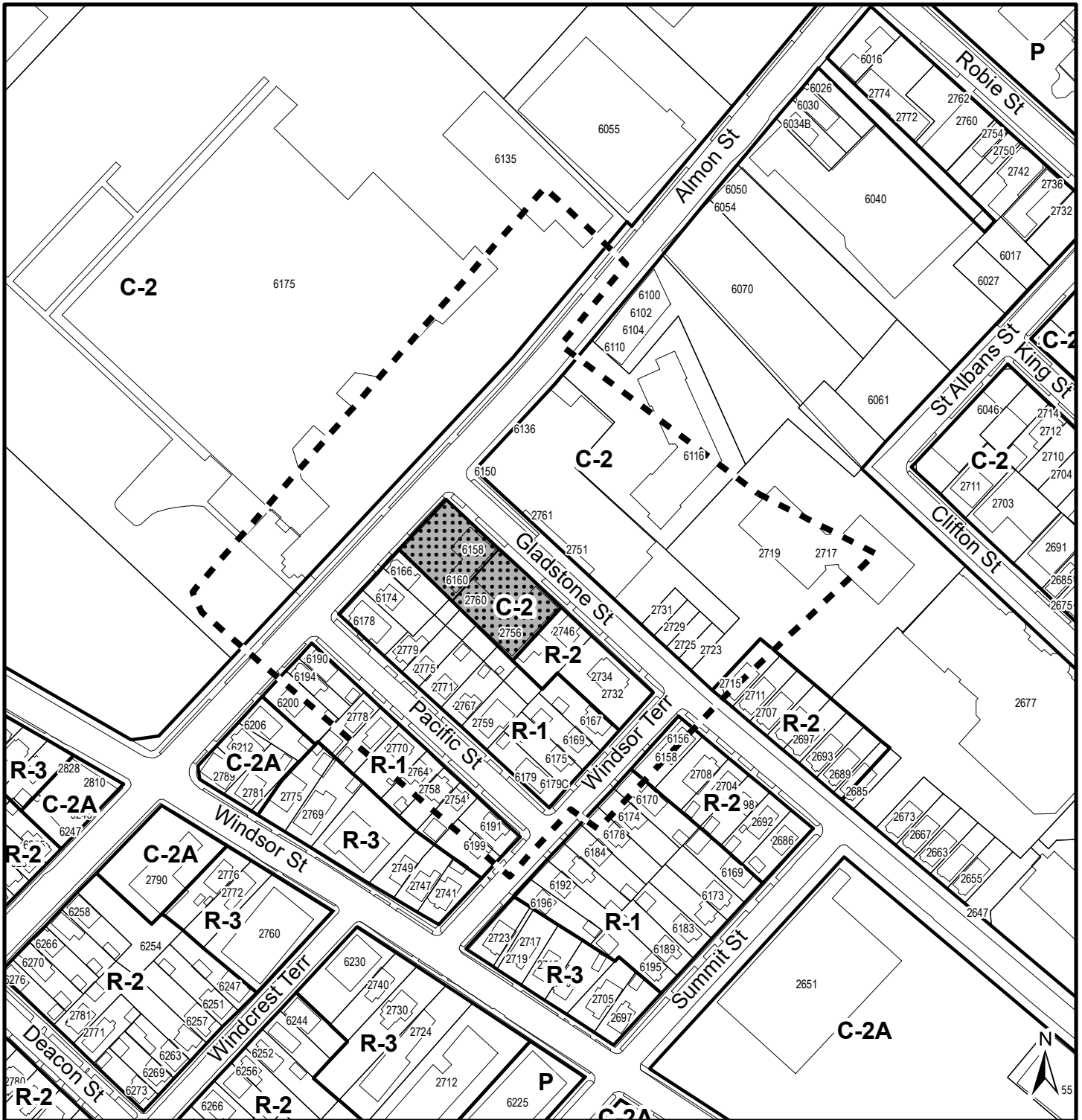
RES Residential Environments

HALIFAX



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

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




Map 2 - Zoning and Notification

6160 Almon Street & 2760 Gladstone St.,
Halifax

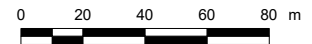


 Area of Proposed Development Agreement

 Area of Notification

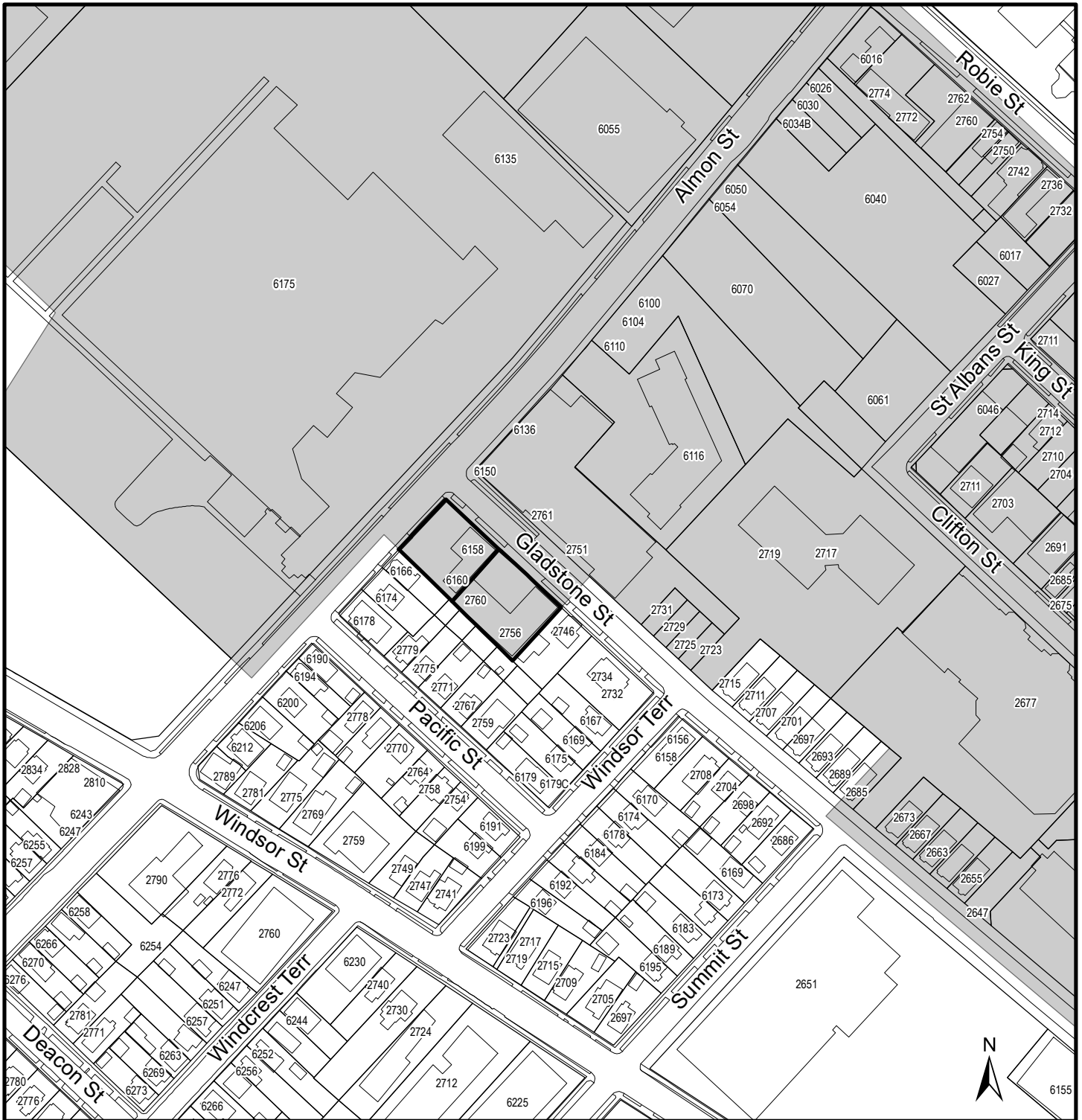
Halifax Peninsula
Land Use By-Law Area

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



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

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



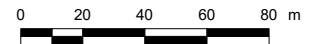
Map 3 - Existing Schedule Q
 6160 Almon Street & 2760 Gladstone St.,
 Halifax

HALIFAX

Existing Schedule Q Area

Subject Properties

Halifax Peninsula
 Land Use By-Law Area



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

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

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

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 6160 Almon Street and 2760 Gladstone Street, 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 an eight storey mixed use building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.3.1, 2.3.2 and 2.3.3 of the Peninsula North Secondary Municipal Planning Strategy and Sections 1, 6A and 16DA of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 22177;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

- 1.1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Halifax Peninsula Land Use By-law shall not be permitted.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

1.7 Lands

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 22177.

Schedule A	Legal Description of the Land(s)
Schedule B	Site Plan
Schedule C	Ground Floor Plan
Schedule D	Level 700 Floor Plan
Schedule E	Northeast and Northwest Elevations
Schedule F	Southwest and Southeast Elevations

3.2 Requirements Prior to Approval

3.2.1 Prior to any site work or the issuance of a Lot Grading Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Plan of Survey of approval of Lot Consolidation of PIDs 00004945 and 00004952. This Plan of Survey shall comply with Section 3.6 of this Agreement; and
- (b) Written confirmation and photographs demonstrating the existing buildings/structures on the Lands have been removed.

3.2.2 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement;
- (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement; and

(c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement.

3.2.3 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

(a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.

3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) multiple unit dwelling eight stories (85 feet/25.91 metres) in height;
- (b) a maximum of 86 residential dwelling units with a minimum of 35% 2 bedroom units;
- (c) ground floor commercial uses up to a maximum of 10,000 square feet (929 square metres);
- (d) ground floor commercial uses shall be limited to:
 - i. Daycares;
 - ii. Cultural uses;
 - iii. Institutional uses;
 - iv. Medical clinics and medical offices;
 - v. Office uses;
 - vi. Personal and professional services; and
 - vii. Restaurants and licensed alcohol establishments, excluding cabarets and lounges.
- (e) below grade parking for a minimum of 50 spaces located at Parking Levels 1 and 2;
- (f) a minimum of 1518 square feet (141.03 square metres) of common outdoor amenity space, and a minimum of 1041 square feet (96.71 square metres) of interior amenity space located at the 7th Level;
- (g) any accessory uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Halifax Peninsula as amended from time to time;
- (h) a 5-stream source separation area shall be provided at Parking Level 1; and
- (i) bicycle parking shall be subject to the requirements of the Peninsula North Land Use By-law and shall be located on the ground floor.

3.3.1 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Halifax Peninsula Land Use By-law, as amended from time to time.

3.4 Building Siting

3.4.1 The building's siting, bulk and scale shall comply with the following:

- (a) lot coverage shall not exceed 80% excluding underground parking;
- (b) the building shall be setback a minimum at grade of 3 feet 6 inches (1.07 metres) from the Almon Street lot line and 2 feet 6 inches (0.76 metres) from the Gladstone Street lot line;
- (c) the maximum building height (not including mechanical penthouse) shall not exceed 85 feet (25.91 metres); and

- (d) the Development Officer may permit a 5 % increase to the provisions identified in Section 3.4.1(a) to (c) provided the intent and all other specific provisions of this Agreement have been adhered to.

3.5 Architectural Requirements

- 3.5.1 The main entrances to the building shall be emphasized by detailing, changes in materials, and other architectural devices such as, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face Gladstone Street. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.5.2 The façades facing Almon Street and Gladstone Street shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.5.3 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.5.4 Any exposed foundation in excess of 0.15 metres (6 inches) in height and 0.93 square metres (10 square feet) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.5 Exterior building materials shall not include vinyl siding.
- 3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.7 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Almon Street or Gladstone Street 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.
- 3.5.8 The Almon Street and Gladstone Street first floor façades of the building, where commercial uses exist at grade, must be a minimum 75% glazing sufficiently transparent to provide views of the interior of the building. Where the first floor facades of the building have residential uses at grade there shall be a minimum of 25% glazing.
- 3.5.9 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.5.11 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter and encourage pedestrian movement.

3.6 Subdivision of the Lands

- 3.6.1 Prior to the issuance of a Development Permit, a subdivision application to consolidate the properties shown on Schedule B shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law. No Development Permit shall be issued until the subdivision plan is approved.

3.7 Parking, Circulation and Access

3.7.1 All parking shall be provided underground and shall provide a minimum of 50 parking spaces.

3.8 Outdoor Lighting

3.8.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.9 Landscaping

3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition). All landscape construction on the site shall conform to the Canadian Landscape Standard.

3.9.2 The interior lot boundaries shall be screened or fenced, in the opinion of the Development Officer, in a way which provides adequate visual obstruction between the subject lands and the abutting properties.

3.9.2 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 and Ground Floor Plan shown on Schedules B and C respectively. 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.

3.9.3 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.

3.9.4 Notwithstanding Section 3.9.3 where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 Maintenance

3.10.1 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.

3.10.1 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.11 Signs

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

3.11.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.

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

3.11.4 Signs shall only be externally illuminated.

3.12 Temporary Construction Building

3.12.1 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.

3.13 Screening

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

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

3.13.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Almon Street or Gladstone Street or incorporated in to the architectural treatments and roof structure.

3.14 Hours of Operation

3.14.1 The ground floor commercial uses shall be permitted to operate between the hours of 7:00 a.m. and 11:00 p.m. 7 days per week.

3.14.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 a.m. and 10:00 p.m. 7 days a week.

3.14.3 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Off-Site Disturbance

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

4.3 Solid Waste Facilities

4.3.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source

separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

- 4.3.2 Refuse containers and waste compactors shall be confined to the loading areas of each building and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.3.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

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

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
 - (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared 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 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 and Stormwater Management Plan prepared by a Professional Engineer.

5.3 Sulphide Bearing Materials

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
 - (a) Changes to the parking measures as detailed in Section 3.7;
 - (b) Changes to the building siting as detailed in Section 3.4 or which, in the opinion of the Development Officer, do not conform with Schedules B or E;
 - (c) The granting of an extension to the date of commencement of construction as identified in Section

- 7.3 of this Agreement; and
(d) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

- 7.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the 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 6.1.

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 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, or phases of this development, after seven (7) years from the date of registration of this Agreement at the Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 60 days written notice of the failure or default, then in each such case:
 - (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any 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)

Per: _____

Witness

HALIFAX REGIONAL MUNICIPALITY

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

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

Witness

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

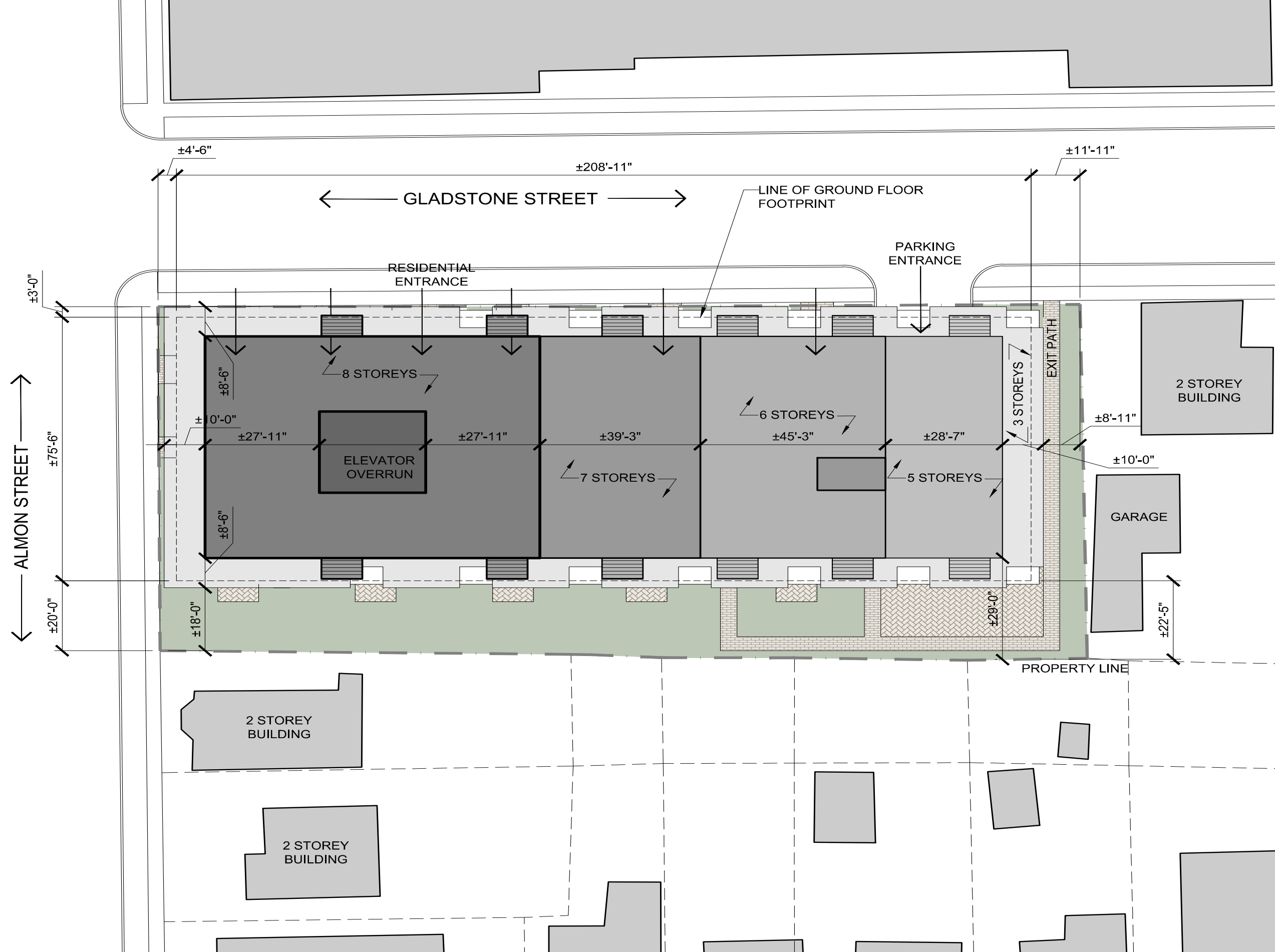
On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____ , _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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 Kevin Arjoon, 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



SCHEDULE B

GLADSTONE + ALMON
 2760 GLADSTONE STREET, HALIFAX, NGG

G+H PLAN

Project No. ~~XXXXXXXXXXXX~~ 61
 Scale: 1" = 30'-0"
 Date: 17 Dec 2018

WM FARES ARCHITECTS

A0%

±208'-11"

GLADSTONE STREET

PARKING ENTRANCE

RESIDENTIAL ENTRANCE

COMMERCIAL
1577 SF

VESTIBULE

LOBBY

COMMERCIAL
3217 SF

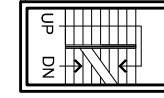
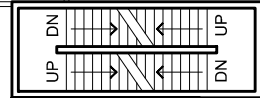
EXIT

DN

BIKES

2 STOREY BUILDING

EXIT



2 BR
925 SF

1 BR
656 SF

2 BR
977 SF

2 BR
977 SF

2 BR
1067 SF

EXIT

BUILDING
OFFICE

GARAGE

AT-GRADE PATIO (TYP.)

PROPERTY LINE

2 STOREY BUILDING

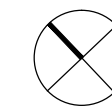
SCHEDULE C

GLADSTONE + ALMON

2760 GLADSTONE STREET, HALIFAX, NS

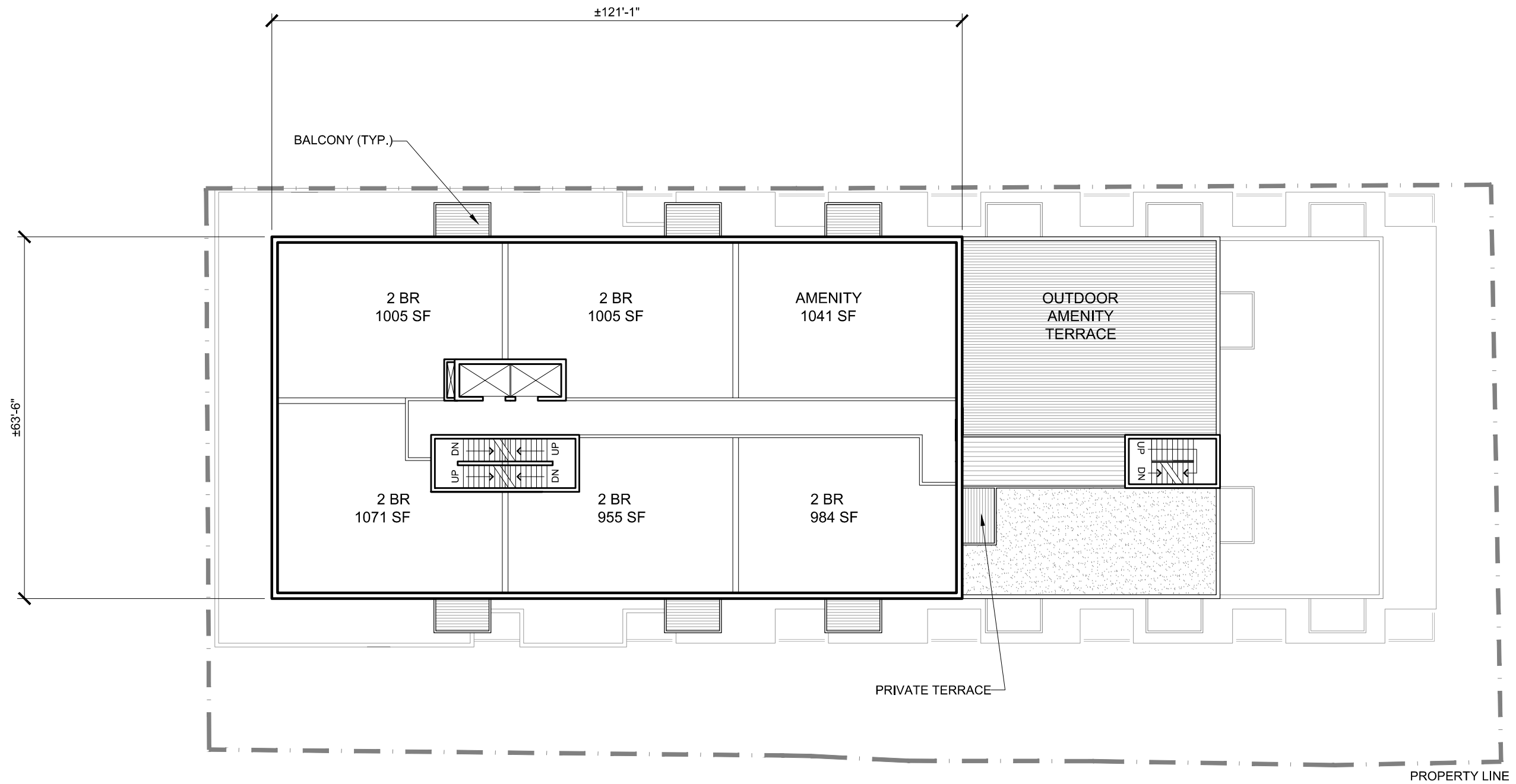
GROUND FLOOR FLOOR PLAN

Project No.: 2018.08
Scale: 1" = 20'
Date: 26 Feb 2019



WM FARES
ARCHITECTS

A04

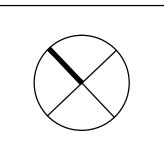


SCHEDULE D

GLADSTONE + ALMON
 2760 GLADSTONE STREET, HALIFAX, NS

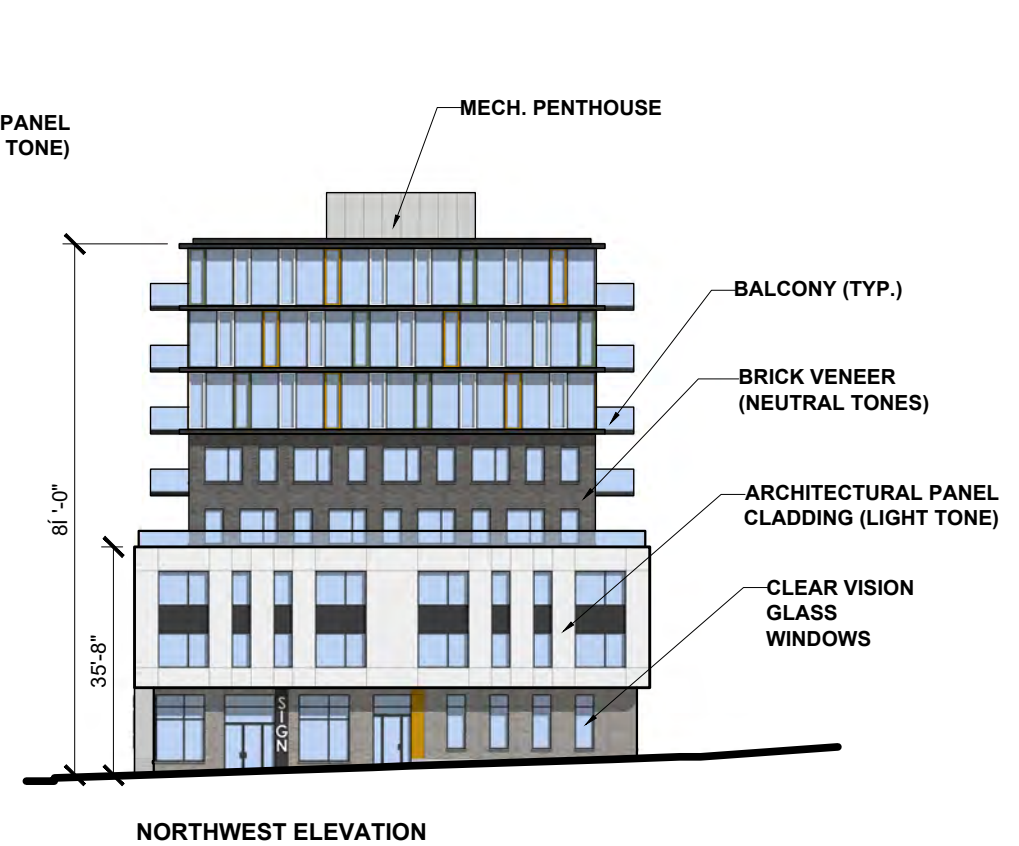
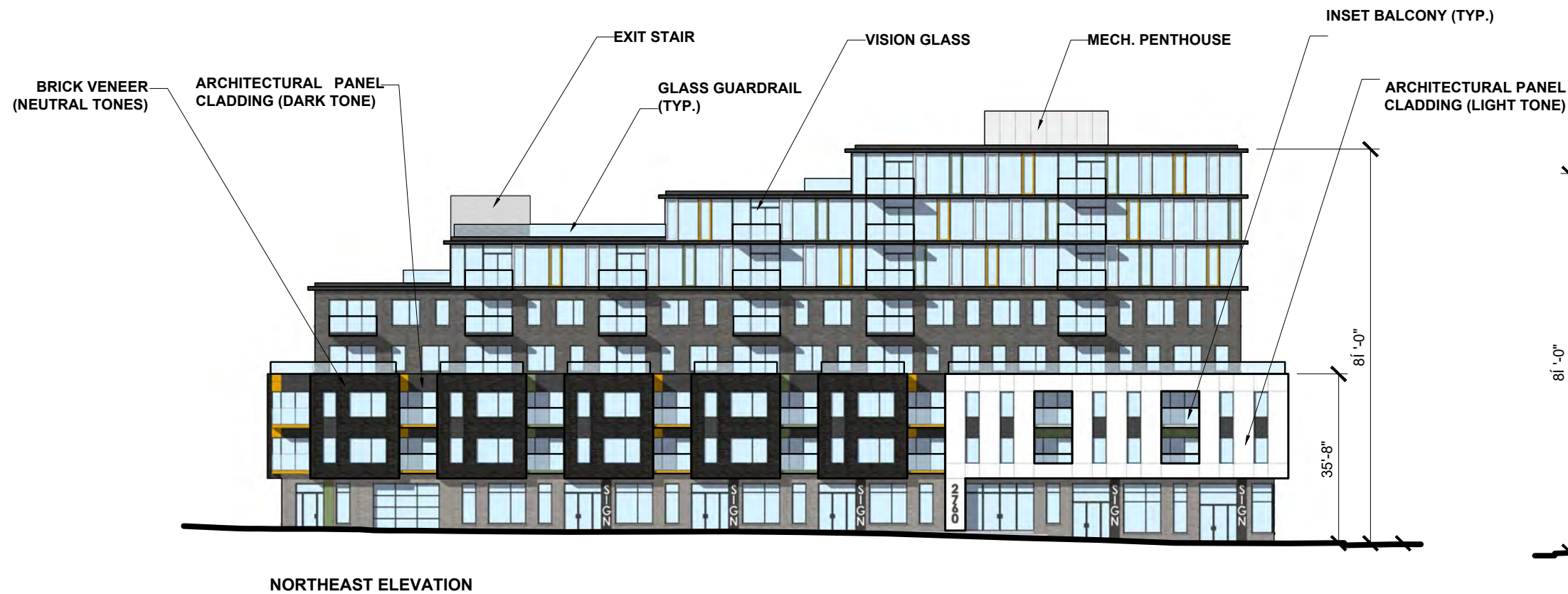
LEVEL 700
FLOOR PLAN

Project No.: 2018.08
 Scale: 1" = 20'
 Date: 17 Dec 2018



WM FARES
 ARCHITECTS

A08



SCHEDULE E

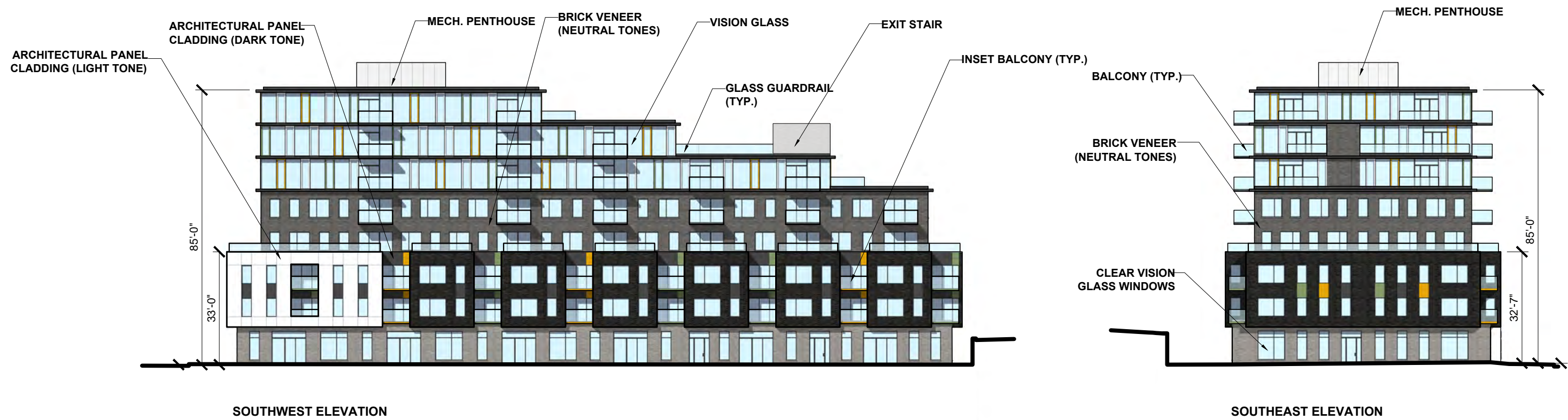
GLADSTONE + ALMON
2760 GLADSTONE ST, HALIFAX, NS

NORTHEAST + NORTHWEST
ELEVATIONS

Project No.: 2018.08
Scale: 1" = 30'
Date: 17 Dec 2018

WM FARES
ARCHITECTS

A10



SCHEDULE F

<p>GLADSTONE + ALMON 2760 GLADSTONE STREET, HALIFAX, NS</p>	<p>SOUTHWEST + SOUTHEAST ELEVATIONS</p>	<p>Project No.: 2018.08 Scale: 1" = 30' Date: 17 Dec 2018</p>	<p>WM FARES ARCHITECTS</p>	<p>A11</p>
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Attachment B: Review of Relevant Policies of the Halifax MPS

Halifax MPS – Section XI (Peninsula North Secondary Planning Strategy) Commercial Facilities – Policies 2.3.1, 2.3.2 & 2.3.3	
<i>Objective: 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.</i>	
Policy Criteria:	Staff Comment:
<p>2.3 <i>In areas designated major commercial, uses consistent with Section II, Policy 3.1.3 shall be permitted.</i></p> <p><i>[Section II, 3.1.3: Major commercial centres should service a market area comprising most or all of the City. These centres may include major offices and hotels, in addition to uses suggested for minor commercial centres. The City should encourage parking facilities in these centres to serve several businesses in order to limit nuisance impact. The City's policy for major commercial centres in all other respects should be identical to Policy 3.1.2.]</i></p>	<p>The Peninsula North Secondary Planning Strategy (Section XI of the Halifax MPS), designates the subject lands Major Commercial. The lands are zoned C-2 (General Business), which permits major and minor commercial land uses as well as residential uses. Parking will be provided within the proposed building and utilized by residential tenants and guests.</p>
<p>2.3.1 <i>In order to promote investment in commercial and residential redevelopment and to prevent conflict between new and existing uses the city may, through the land use by-law, identify areas that provide an opportunity for and will benefit from comprehensive site planning.;</i></p>	<p>The subject lands comprise a single mixed use building with multiple tenants. The surrounding neighbourhood consists of a mixture of residential and commercial uses of varying tenancies and intensities.</p> <p>As the property falls within a generally residential neighbourhood with various types of commercial uses, there is an opportunity for comprehensive site planning by introducing residential and commercial uses, as well as built form requirements, that are suitable and compatible with the area.</p> <p>Schedule 'Q' is currently applied to a large area of Peninsula North which is designated Major Commercial. The subject lands have Schedule 'Q' currently applied.</p> <p>The development agreement process alleviates potential land use conflicts through appropriate land use and built form requirements.</p>
<p>2.3.2 <i>In those areas identified in the land use by-law pursuant to Policy 2.3.1 all residential and mixed residential-commercial development over four units shall be by agreement.</i></p>	<p>Because the subject lands are currently zoned Schedule 'Q', Council may consider the development agreement request.</p> <p>The proposal is for an 8-storey mixed use development to be permitted by development agreement.</p>
<p>2.3.3 <i>In considering agreements pursuant to Policy 2.3.2, Council shall consider the following:</i></p>	<p>The immediate neighbourhood contains a mix of land uses.</p>

<p><i>(i) the relationship of new development to adjacent properties and uses; and, the mitigation of impacts on the amenity, convenience and development potential of adjacent properties through effective urban design and landscape treatment;</i></p>	<p>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.</p> <p>Substantial building heights and massing are achievable through the as-of-right permitting process in the major commercial portion of this area (C-2 Zone). However, the proposed building's height and mass is much less than that which could be achieved in an as-of-right commercial situation.</p> <p>Effective urban design treatment is created by a three storey streetwall along Almon and Gladstone Streets, which includes substantial amounts of glass and landscaping at ground-level. The building incorporates high quality materials such as neutral tone brick veneer, dark tone panel cladding system, glazed window wall system and glass guard railings.</p> <p>To minimize potential land use conflicts, the proposed development agreement restricts land uses on the ground floor to minor commercial uses, and the flexibility to provide future residential use. The nature of the building's non-combustible construction materials will also assist with noise attenuation. Signs are limited to fascia signs at select locations.</p>
<p><i>(ii) the appropriate integration of the development into the traditional grid street system of the Peninsula;</i></p>	<p>The lands front onto Almon Street and Gladstone Street. The proposed development integrates with the existing street grid.</p>
<p><i>(iii) the design and layout of the development should encourage vehicular traffic to use Principal Streets and discourage traffic from infiltrating through existing neighbourhoods;</i></p>	<p>The proposed development fronts on Almon Street and Gladstone Street. Almon Street is a two-lane collector street with curb and gutter and sidewalk both sides with time limited on-street parking permitted both sides. Gladstone Street is a two-lane local street with curb and gutter and sidewalk both sides with on-street parking permitted.</p> <p>A Traffic Impact Statement (TIS), prepared by a Professional Engineer, reviewed the proposed development. The Almon Street and Gladstone intersection is an unsignalized T-intersection with a stop control on the Gladstone Street approaches. It is not expected that the Almon/Gladstone Streets intersection is experiencing operational issues.</p> <p>The TIS concludes that the proposed development is not expected to have any significant impact to the level of performance of Almon Street, Gladstone Street, the adjacent intersections or the regional street network. The TIS further concludes that the net additional trips generated by the proposed development in the area are not expected to have any significant cumulative effect on the traffic operations of local intersections or streets, or the regional street network.</p>
<p><i>(iv) the creation of high quality design detail at street level through attention to such matters as landscaping, signs, building entrances, and vehicle layby</i></p>	<p>The proposed agreement will require adherence to detailed landscaping requirements. Proposed signs will be limited to fascia signs at select locations in the proposed DA.</p>

<i>areas;</i>	
<i>(v) the provision of high quality open space and leisure areas of a size and type adequate for the resident population;</i>	<p>Open space and leisure areas consist of the common rooftop landscaped area, landscaped terraces, balconies, and common indoor amenity space. These spaces/areas will be adequate for the resident population.</p> <p>Provisions in the agreement will ensure the use of high quality materials and landscape design.</p>
<i>(vi) residential and commercial densities consistent with municipal services;</i>	<p>With respect to municipal wastewater services, Halifax Water has reviewed the proposal, with no concerns identified at this time. Halifax Water requires evidence of wastewater capacity at the time of connection (at the building permit stage).</p>
<i>(vii) encouraging high quality exterior construction materials such as masonry; and</i>	<p>Proposed exterior materials are of high quality and include wood, glass, fibre cement panels, and metal/glass railings.</p>
<i>(viii) other relevant land use considerations which are based on the policy guidance of this Section.</i>	<p>None identified.</p>

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 22177

The following does not represent a verbatim record of the proceedings of this meeting.

Wednesday, May 22, 2019
7:00 p.m.
Halifax Forum (Maritime Hall)

STAFF IN

ATTENDANCE: Darrell Joudrey, Planner, HRM Planning and Development
Jared Cavers, Planning Technician, HRM Planning and Development
Cara McFarlane, Planning Controller, HRM Planning and Development

ALSO IN

ATTENDANCE: Councillor Lindell Smith, District 8
Cesar Saleh, WM Fares Architects

PUBLIC IN

ATTENDANCE: Approximately 11

The open house portion began at approximately 7:00 p.m. with presentation from Darrell Joudrey starting at 7:15 p.m.

1. Call to order, purpose of meeting – Darrell Joudrey

Mr. Joudrey is the Planner and Facilitator for the application and introduced the area Councillor, the applicant and staff members.

Case 22177 – Application by W.M. Fares Architects to enter into a development agreement to allow an 8-storey mixed use building on lands at 6160 Almon Street and 2760 Gladstone Street, Halifax.

The purpose of the Public Information Meeting (PIM) is to:

- Identify the proposal site and highlight the proposal;
- Receive public feedback and input regarding the proposal that will be used to prepare the staff report and go forward with this application.

No decisions are made at the PIM or have been made up to this point.

2. Presentation of Proposal – Darrell Joudrey

Mr. Joudrey gave a brief presentation of the proposal for the property located at 6160 Almon and 2760 Gladstone Streets, Halifax outlining the status of the application, the Applicant's request, site context of the subject land, the proposal, the land designation (Major Commercial), and relevant planning policies (Section XI - Peninsula North Secondary Planning Strategy, Policies 2.3.1, 2.3.2 and 2.3.3) within the Halifax Municipal Planning Strategy (MPS) and current zoning [C-2 (General Business) Zone] within the Halifax Peninsula Land Use By-law (LUB). Schedule Q is currently in place on the property. The property would be affected by the Centre Plan; therefore,

the proposed designation is Higher Order Residential (proposed height of 20 metres).

3. Questions and Comments

Chris Hawkins, Gladstone Street – What determines the height of a building? **Joudrey** – The height does not include the elevator/mechanical equipment or penthouse.

Sara Lipson, Windsor Terrace – What is the timeline of completion if and when the application is approved? **Joudrey** – The planning process should be complete within six to eight months and then it would depend on the developer. **Saleh** – Completion of the project would be a minimum of three years from this point.

Jim Purchase, Windsor Terrace is concerned about parking on Gladstone Street, is strongly opposed to any parking on that side of Gladstone Street and will insist as a resident of the area that the “No Parking” signs remain there. Where will people (staff/customers) park for the proposed businesses? **Joudrey** – The comments from Development Engineering basically state that the “No Parking” signs will remain on the side of Gladstone Street where the proposal is. HRM is following the principles of the Integrated Mobility Plan, endorsed by Council, which asks for reduced parking (surface parking) to provide residential development ideal for walking and cycling. **Purchase** – There are very few residents on Gladstone and Windsor Streets that cycle.

Paul Zwicker, Almon Street is concerned about the street parking as well. People ignore the “No Parking” signs and the street has increased vehicular noise and is becoming unsafe with speeding cars. The Zwickers are unable to have visitors at their home due to parking issues. Issues in the area are increasing due to rising development. Where is the visitor parking for the proposed building? **Saleh** – There are eight visitor parking spaces underground.

Wendy White, Gladstone has concerns about parking and traffic due to new and upcoming developments along Gladstone Street up to Robie Street. Ms. White fought for the crosswalk that is currently on Gladstone Street. Increased traffic is creating safety concerns in the surrounding area for pedestrian when crossing the street. Ms. White uses the Access-A-Bus service and often has issues with cars illegally parked; therefore, making it difficult to access the bus. When conducting traffic studies, HRM should involve the residents of the surrounding areas. Residents need to be kept informed as to who they can approach for issues concerning pedestrian safety and traffic. **Joudrey** – The applicant did submit a Traffic Impact Study which is currently being reviewed by Development Engineering and Traffic Services but upon initial review, there weren't any issues with increased traffic volumes due to this proposal. **Councillor Smith** – HRM Engineers follow guidelines in the Municipal Red Book. Council is looking to adopt new standards and guidelines around pedestrian safety, active transportation, street layout, etc. that other countries use in conjunction with HRM's current standards. The Centre Plan, when implemented, will incorporate the Integrated Mobility Plan guidelines in terms of how buildings will integrate with the neighbourhood and accessibility by pedestrians.

Zwicker – Over the years, vehicle and pedestrian traffic have increased tremendously. The city has made things worse by rearranging designated parking around the area.

Purchase – There are 50 underground parking spaces for 80 proposed units. Is there a visitor parking area? Projects need to support the proposed population. **Saleh** – There will be eight underground visitor parking spaces. **Joudrey** – The idea is if parking is reduced, vehicle usage will be reduced.

White asked about another public engagement session when more details become available in terms of the units' details. **Joudrey** – HRM is not involved in those details but the applicant may

choose to engage the public at that point.

4. Closing Comments – Darrell Joudrey

Mr. Joudrey thanked everyone for coming and expressing their comments. He encouraged the residents to fill out the comment sheet and their concerns would be forwarded to the appropriate departments.

5. Adjournment

The presentation and questions/comments portion of the meeting adjourned at approximately 8:00 p.m. while the open house segment continued.