



P.O. Box 1749
Halifax, Nova Scotia
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Item No.
North West Community Council
July 21, 2014

TO: Chair and Members of North West Community Council
Original Signed

SUBMITTED BY: Brad Anguish, Director of Community and Recreation Services

DATE: July 9, 2014

SUBJECT: **Case 19041: Development Agreement for 527 and 533 Sackville Drive**

ORIGIN

Application by Duffus, Romans, Kundzins, Rounsefell Architects Ltd.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, Part VIII, Planning & Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement as set out in Attachment A of this report to permit a commercial building exceeding a total building footprint of 464 square metres (5,000 square feet) at 527 and 533 Sackville Drive and to schedule a public hearing;
2. Approve the proposed development agreement as set out in Attachment A of this report to permit a commercial building exceeding a total building footprint of 464 square metres (5,000 square feet) at 527 and 533 Sackville Drive; 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

The applicant is proposing to construct a 'Strip Mall' style development containing 2 buildings measuring 5,328 and 12,690 square feet, respectively, at 527 and 533 Sackville Drive, Lower Sackville. In accordance with Policy PR-4 of the Sackville Drive Secondary Planning Strategy (SPS) and Land Use By-law (LUB), buildings with footprints over 464 square metres (5,000 square feet) may only be considered by development agreement. The applicant has applied for a development agreement to allow two buildings (5,328 and 12,690 square feet in size) with access from a shared ramp located mid-site from Sackville Drive with parking areas distributed to the front, in between, and to the rear of the proposed buildings. A 15 foot deep landscaped buffer is being proposed at the rear of the site using a blend of existing trees, new trees, and an opaque fence to screen the parking area from residential uses behind. Additional landscaped areas are also proposed adjacent to Sackville Drive as per plans found in Attachment A of this report.

Location, Designation, Zoning and Surrounding Area

Subject Properties	527 Sackville Drive and 533 Sackville Drive. The site has a total lot area of 5260 sq m (56,617 sq ft).
Location	Located on the north side of Sackville Drive
Designation	Pedestrian Retail (PR) in the Sackville Drive Secondary Planning Strategy (SPS)
Zoning	Pedestrian Retail (PR) Zone in the Sackville Drive Land Use Bylaw (LUB)
Current Use	A funeral home previously operated on the site but is no longer in operation
Surrounding Use(s)	Two unit homes to the north, single unit homes and commercial uses to the west, food service to the east, and a retail strip mall on the south side of Sackville Drive

Enabling Policy

Policy PR-4 in the Sackville Drive Secondary Planning Strategy requires that commercial developments containing a building footprint greater than 464 square metre (5,000 square feet) within the Pedestrian Retail designation shall be considered subject to the entering into a development agreement. The enabling policy (Attachment C) goes into further detail by listing site design, architecture, servicing, access, and context as factors that must be considered by Council. Further, appropriate controls have been established to ensure development furthers the intent of the streetscape guidelines established within the Sackville Drive Land Use By-law (LUB).

DISCUSSION

Staff have conducted a review of the proposed development relative to the applicable policy criteria and advise the proposed development agreement is consistent with the intent of the MPS. Attachment A contains the proposed Development Agreement, while Attachment C contains an analysis of the applicable MPS policies. Aspects of the development that warrant further discussion are noted as follows:

Land Use and Compatibility

Subject to Policies PR-4 and I-5, the Sackville Drive SPS enables the consideration of new development, located within the PR designation, which exceeds a building footprint of 464 sq. metre (5,000 sq. feet). This consideration is afforded through the Development Agreement process to allow additional attention to detail for larger scale development which may impact the built environment to a greater extent.

The intent of the Sackville Drive SPS is to promote the area as the main retail/commercial area for a significant portion of HRM's suburban population while creating a unique, identifiable and memorable streetscape (4.1 & 4.2 – Sackville Drive SPS). While the policy speaks to discouraging large scale uses above 5,000 square feet, it does recognize that these use types have formed an integral part of the retail market in this area to date, and as such allows their consideration as long as they are designed to re-enforce the desired pedestrian scale of the area.

Architectural and Landscaping Requirements (Policies PR-4 and I-5)

The two buildings have been designed to respect an existing easement through the middle of the site which accommodates stormwater and wastewater mains running through the property in a north-south alignment. This limitation of the site has also allowed the buildings to accommodate the maximum 12.2 m (40 ft) wide façade length along the Sackville Drive elevation as stipulated within policy PR-4. Entries to the commercial units within the buildings have been oriented towards Sackville Drive to the greatest extent possible, further emphasizing the project's connectivity to the street.

Pedestrian Facilities and Internal Site Movement

The buildings have been brought towards the front property line, and have integrated outdoor pedestrian facilities inclusive of benches, planting areas, and sidewalk linkages between the sidewalk and building within the site. Parking has been dispersed between the front, middle, and rear of the site, allowing easy access to buildings without making it a prominent component of the southern edge of the site fronting Sackville Drive.

Existing Vegetation Stands

A total of 51 parking stalls have been provided on the site divided between the front, middle and rear of the property. The majority of these stalls are located in the rear of the site in an effort to use the proposed buildings to screen these stalls as seen from Sackville Drive thereby re-emphasizing the pedestrian oriented goal of the Sackville Drive SPS. While a fair amount of existing vegetation currently exists at the rear of the property, much of this will be displaced to accommodate parking.

While there is a substantial amount of existing vegetation at the rear of the property, the plants are not of a high quality. The retention of some of this foliage would aid in the provision of a buffer between parking areas and the adjacent lower scale residential uses. As such, the development agreement requires the northern 3.05 metres of the property to retain existing trees and vegetation with an additional 1.52 metres providing new plantings and trees in addition to a 1.83 metre high opaque fence in an effort to screen this parking area.

Crime Prevention Through Environmental Design

The site will be landscaped primarily with low level plantings in addition to trees in locations which serve to provide shade, and to frame the buildings in strategic areas. The development agreement will require the developer of the site to illuminate the rear parking area so as to mitigate security concerns with all lighting being downcast and diverted away from streets, adjacent lots and buildings.

North West Planning Advisory Committee

The North West Planning Advisory Committee (NWPAC) reviewed this development application at their April 2, 2014 meeting. Staff advise that matters raised by the Committee have been reasonably addressed through amendments since made to the proposal and/or are addressed through the standard HRM permitting process.

Specific questions were posed with regard to vehicle access and egress to the site given concern for existing levels of traffic on Sackville Drive. In assessing the traffic impact statement submitted with this application, Engineering and Traffic staff have determined that no limitations on turning movements in and out of the site are warranted at this point. However, these movements will be analysed as the street continues to redevelop, and adjustments can be taken in the future if so warranted. A report from the NWPAC will be provided to Community Council under separate cover.

FINANCIAL 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.

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 a public information meeting held on March 19, 2014. Attachment B contains a copy of the minutes from the meeting. Notices of the Public Information Meeting were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 2.

A Public Hearing must be held by Community Council before they can consider approval of a 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 advised of the public hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed development agreement will potentially impact the following stakeholders: local residents, property owners, community or neighbourhood organizations and local business.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant environmental policies contained in the SPS. No additional concerns were identified beyond those discussed in this report.

ALTERNATIVES

1. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant, a supplementary staff report and an additional public hearing.
2. Community Council may choose to refuse to approve the development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended. A decision of Council to reject this development agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

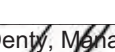
ATTACHMENTS

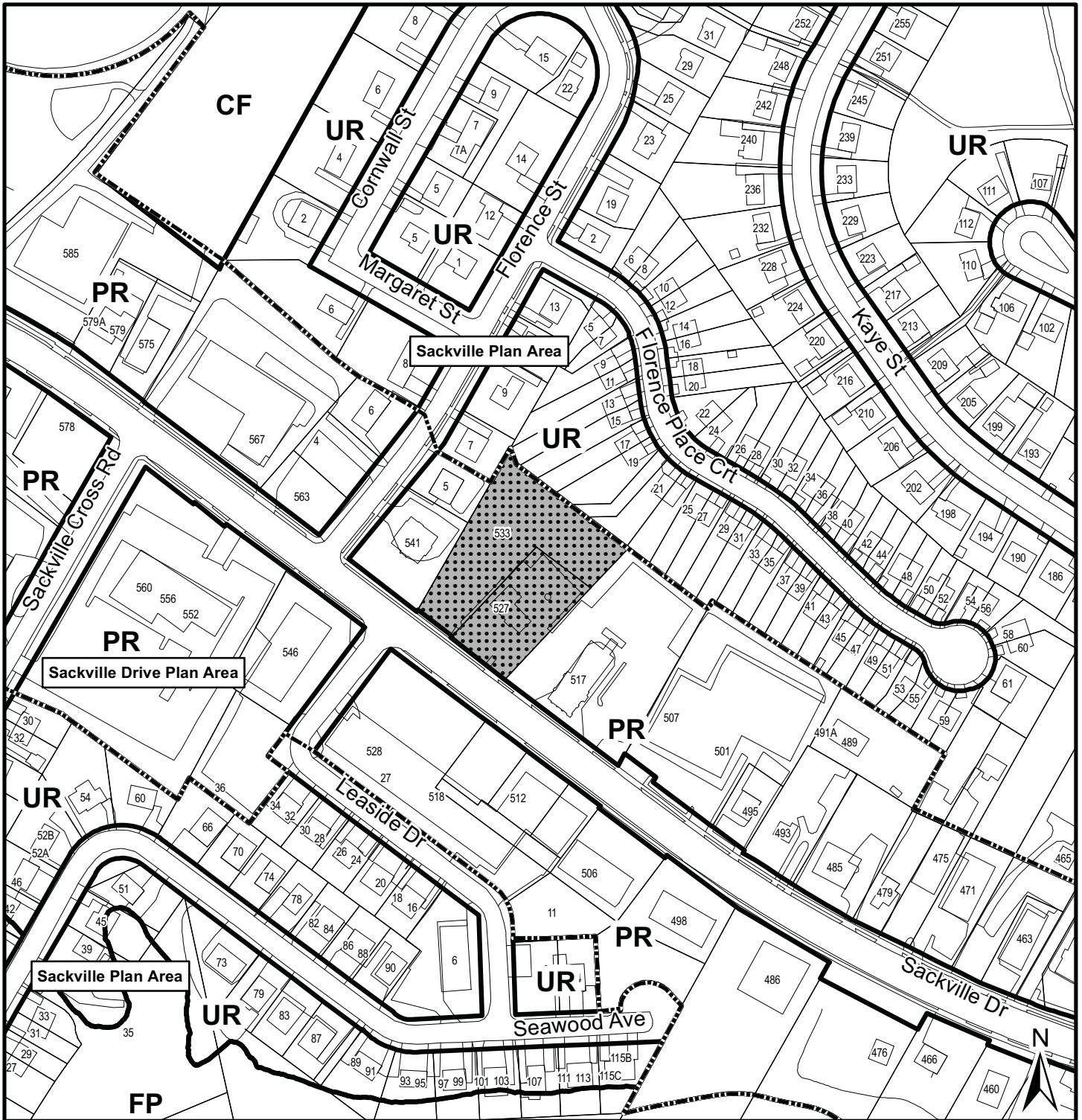
Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Attachment A	Proposed Development Agreement
Attachment B	Public Information Meeting Minutes
Attachment C	Excerpts from the Sackville Drive SPS and Policy Evaluation

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> 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: Carl Purvis, Major Projects Planner, 890-4797


Original Signed 

Report Approved by: 
Kelly Denty, Manager of Development Approvals, 490-4800



Map 1 - Generalized Future Land Use

527-533 Sackville Drive
Lower Sackville

 Area of proposed development agreement

Sackville Drive Designation

PR Pedestrian Retail

Sackville Designations

CF Community Facility
UR Urban Residential
FP Floodplain

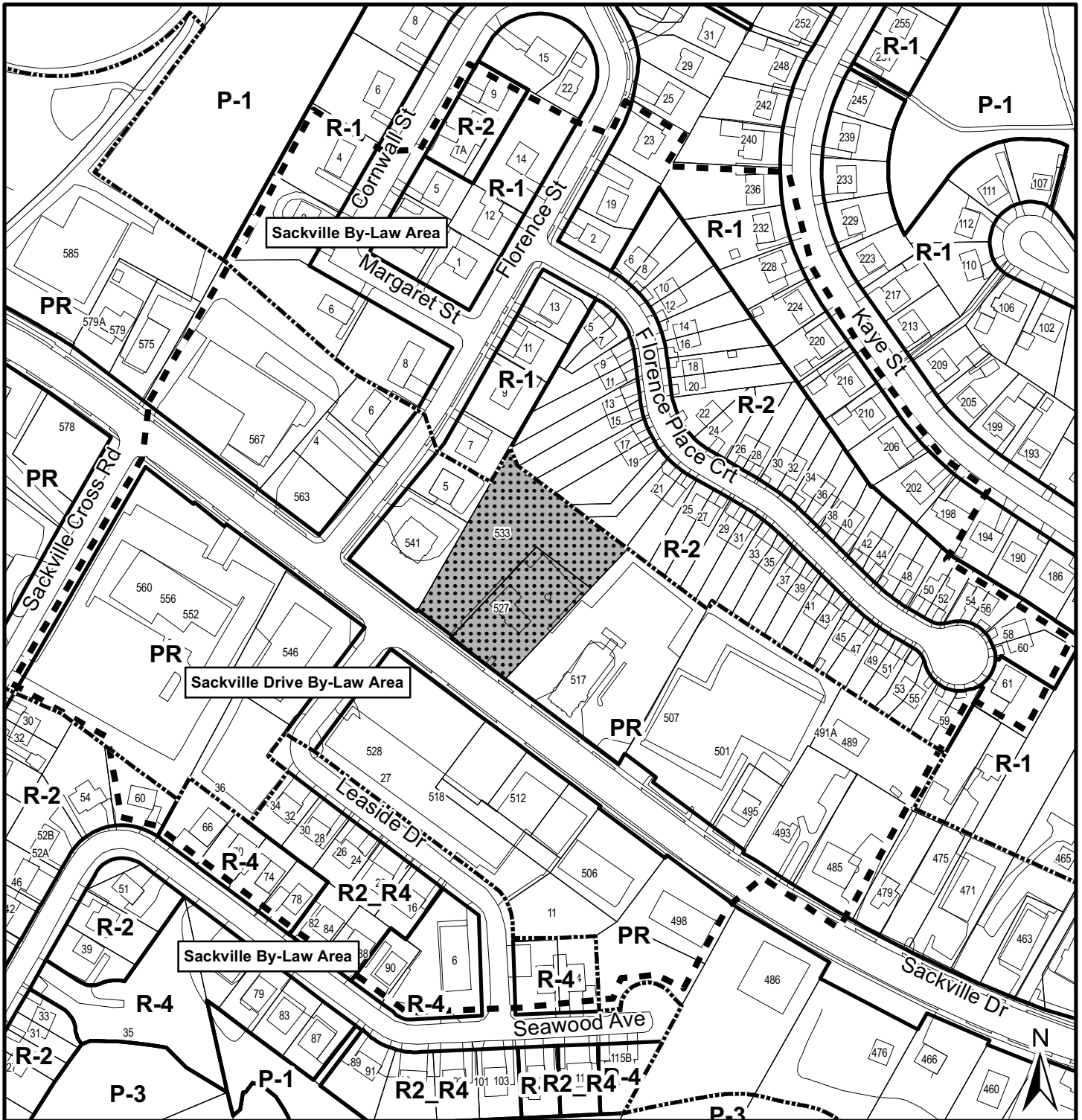
HALIFAX



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.


Sackville Drive
Secondary Plan Area



Map 2 - Zoning and Notification

527-533 Sackville Drive
Lower Sackville

 Area of proposed development agreement

 Area of notification

Sackville Drive
Land Use By-Law Area

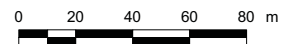
Sackville Drive Zones

PR Pedestrian Retail

Sackville Zones

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-4 Multiple Unit Dwelling
- P-1 Open Space
- P-3 Floodplain

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

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

ATTACHMENT A:

PROPOSED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this day of , 2014,

BETWEEN:

{INSERT DEVELOPER NAME}

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 527 and 533 Sackville Drive, Lower Sackville 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 two commercial buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies PR-4 and I-5 of the Sackville Drive Secondary Planning Strategy and Section 12.2 of the Sackville Drive Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on [**Insert - Date**], referenced as Municipal Case Number 19041;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Sackville Drive and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19041:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan – Plan Number 19041-01
Schedule C	Floor Plan – Plan Number 19041-02
Schedule D	Elevation Plans – Plan Number 19041-03A Elevation Plans – Plan Number 19041-03B Elevation Plans – Plan Number 19041-03C Elevation Plans – Plan Number 19041-03D
Schedule E	Landscape Plan – Plan Number 19041-04

3.2 Requirements Prior to Approval

3.2.1 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by

the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) Any commercial use permitted within the Pedestrian Retail (PR) Zone, subject to the provisions contained within the Land Use By-law for Sackville Drive with the exception of the following uses:
 - (i) Guest Home
 - (ii) Motels, Hotels
 - (iii) Automotive Repair Outlets
 - (iv) Outdoor Display Courts

3.3.2 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 Sackville Drive Land Use By-law, as amended from time to time.

3.4 Siting and Architectural Requirements

Siting

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

- (a) lot coverage shall not exceed 32%;
- (b) the buildings shall be a minimum of 5 metres from the front lot line;
- (c) all portions of the building above and below grade are a minimum of 1.5 metres from the side property lines;
- (d) the maximum height of the building shall not exceed 9.7 metres with an additional 1.5 metres permitted for rooftop mechanical spaces and screening subject to section 3.4.6;
- (e) the Development Officer may permit a 5 % increase to the provision identified in Section 3.4.1(a) to a maximum of 37% lot coverage provided the intent and all other specific provisions of this Agreement have been adhered to; and
- (f) where 1.5 metre setbacks are permitted, they are subject to a detailed review by the Development Officer to ensure compliance with all relevant building codes and by-laws. Any excavation, construction or landscaping will be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.

Architectural Requirements

Entrances:

3.4.2 The main entrances to 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 Sackville Drive on each of the two buildings. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

Lighting:

3.4.3 Lighting shall be provided consistent with the Schedules and will be maintained so as to mitigate security concerns regarding the rear parking area. All lighting shall be downcast and diverted away from streets, adjacent lots and buildings.

Exposed Foundation

3.4.4 Any exposed foundation in excess of 0.5 metres in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

Building Materials:

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

- coloured concrete panels;
- stone cladding;
- curtain wall glazing;
- anodized aluminium;
- acceptable equivalent in the opinion of the Development Officer.

3.4.6 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Sackville Drive. All rooftop mechanical equipment shall be screened in a manner architecturally compatible with the principle building and consistent with the Schedule D;

Commercial Storefronts

3.4.7 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.

3.5 PARKING, CIRCULATION AND ACCESS

3.5.1 The parking area shall be sited as shown on Schedule B and shall:

- (a) Maintain setbacks from the property lines as shown on the plan;
- (b) Provide a minimum of 51 parking spaces;

- (c) Provide no more than nineteen (19) of the parking spaces located closer to Sackville Drive than the front façade of the smaller building as labelled within Schedule B; and
- (d) Be hard surfaced.

3.5.2 The limits of the parking area shall be defined by curb.

3.5.3 Pedestrian linkages from the sidewalk to both the smaller and larger buildings shall be surfaced and/or coloured in a different material to demarcate them from the drive aisle.

3.6 LANDSCAPING

3.6.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.6.2 A 4.57 metre wide buffer shall be provided at the rear edge of the property in the following configuration:

- (a) The rear 3.05 metres shall be undisturbed and will retain existing trees and vegetation;
- (b) The front 1.52 metres will provide a 1.83 metre high opaque screening fence as well as newly planted trees and vegetation;
- (c) A retaining wall will be constructed to a maximum height of 1.6 metres located parallel to the rear property line and south of the features referenced in 3.6.2(a) and 3.6.2(b).

3.6.3 Non disturbance areas as identified in 3.6.2 shall be identified by the Developer with a snow fence or other appropriate continuous physical barrier or delineation signage in the field prior to any site preparation (ie: tree cutting and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation signage shall be maintained by the Developer for the duration of the construction.

3.6.4 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, or if trees are removed which are indicated as 'to be retained' within the site plan as shown on Schedule B, the Developer or land owner shall replace the trees at a ratio of two new trees with a minimum ½ inch (38 mm) diameter for every one tree removed or damaged as directed by the Development Officer.

Landscape Plan

3.6.5 Prior to the issuance of a Construction Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule E. 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.

Compliance with Landscaping Plan

- 3.6.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.6.7 Notwithstanding Section 3.6.6, where the weather and time of year does not allow the completion of the outstanding landscape works at the time of 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.

3.7 MAINTENANCE

- 3.7.1 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, benches, vehicle and bike 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.

3.8 SIGNS

- 3.8.1 A single, free-standing ground sign shall be permitted in the location, size, and orientation as indicated in Schedule D and shall be architecturally compatible in terms of materials with the principle building.
- 3.8.2 Individually lettered fascia signage shall be generally consistent in location, and size as indicated in Schedule D with all other signage being in accordance with the Sackville Drive Land Use By-law as amended from time to time.

General Provisions

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

3.8.4 Fascia signs shall only be externally illuminated.

3.9 SCREENING

3.9.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Sackville Drive and residential properties along the rear 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.

3.9.2 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design and/or screened from Sackville Drive and adjacent properties also fronting Sackville Drive using screening consistent with that shown in Schedule D, or with screening architecturally compatible with the building design.

3.10 HOURS OF OPERATION

3.10.1 Deliveries and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.

3.10.2 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

General Provisions

4.1 All design and construction of primary and secondary service systems shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

Off-Site Disturbance

4.2 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.

Underground Services

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

Outstanding Site Work

- 4.4 For Commercial Buildings, securities for the completion of outstanding on-site paving (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed within 6 months of occupancy.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

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

- (a) Changes to the location of the landscaped areas which, in the opinion of the Development Officer, do not conform with Schedule B or Section E of this Agreement;
- (b) Changes to the permitted exterior building materials as detailed in Schedule D;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 6.3 of this Agreement;
- (d) The length of time for the completion of the development as identified in Section 6.4 of this Agreement; and
- (e) Changes to the hours of delivery as detailed in Section 3.10 of this Agreement.

5.2 Substantive Amendments

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 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 Registration

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.

6.2 Subsequent Owners

- 6.2.1 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.
- 6.2.2 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).

6.3 Commencement of Development

- 6.3.1 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.
- 6.3.2 For the purpose of this section, commencement of development shall mean the installation of the footings and foundation for the proposed building.
- 6.3.3 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 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.

6.4. Completion of Development

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 Sackville Drive, as may be amended from time to time.

6.5 Discharge of Agreement

- 6.5.1 If the Developer fails to complete the development after 7 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or

- (c) discharge this Agreement.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 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 hours of receiving such a request.

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer fourteen (14) 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 DEVELOPERS NAME)

Witness

Per: _____

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness


Per: _____
MUNICIPAL CLERK

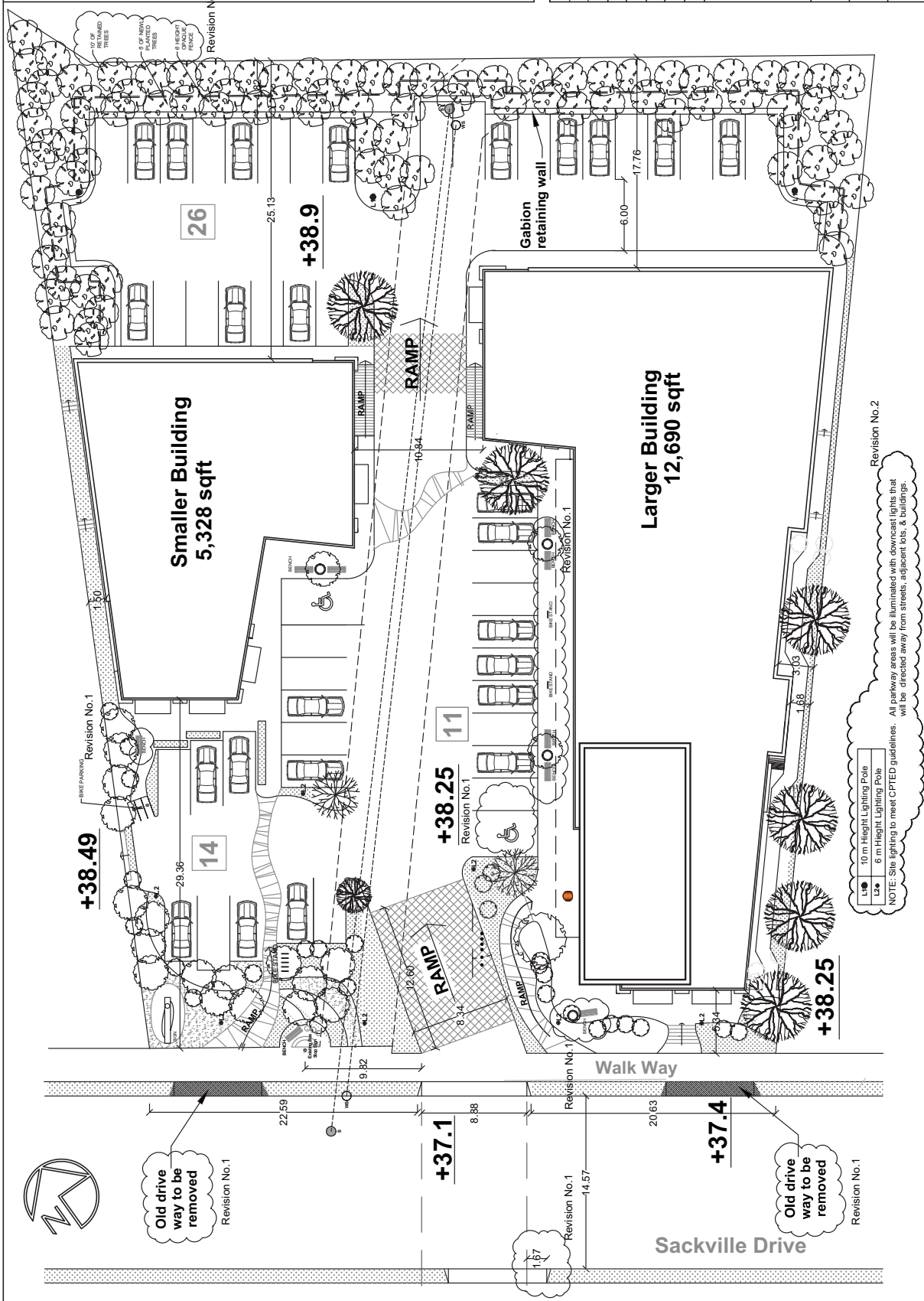
Schedule B: Site Plan – Plan Number 19041-01

Duffus
Romans
Kunzins
Rounsefell
ARCHITECTS INC. LTD.
HALIFAX, NOVA SCOTIA

527-533
Sackville
Drive

REVISIONS	No.	DESCRIPTION	DATE
	1	Revised	10/2/14
	2	Revised	12/5/14

Drawing Title	SITE PLAN
Date	7 OCTOBER, 2013
Scale	1:300
Drawing	A-001 



Old drive way to be removed
Revision No.1

Old drive way to be removed
Revision No.1

Revision No.2
NOTE: Site lighting to meet CPTED guidelines. All pathway areas will be illuminated with downward lights that will be directed away from streets, adjacent lots, & buildings.

Schedule C: Floor Plan – Plan Number 19041-02

Duffus
Romans
Kundzins
Rounsefell
ARCHITECTS, P.C.
MALDEN, MASSACHUSETTS 02148

527-533
Sackville
Drive

REVISIONS	No.	DESCRIPTION	DATE
	1	Revised	10/2/14
	2	Revised	12/5/14

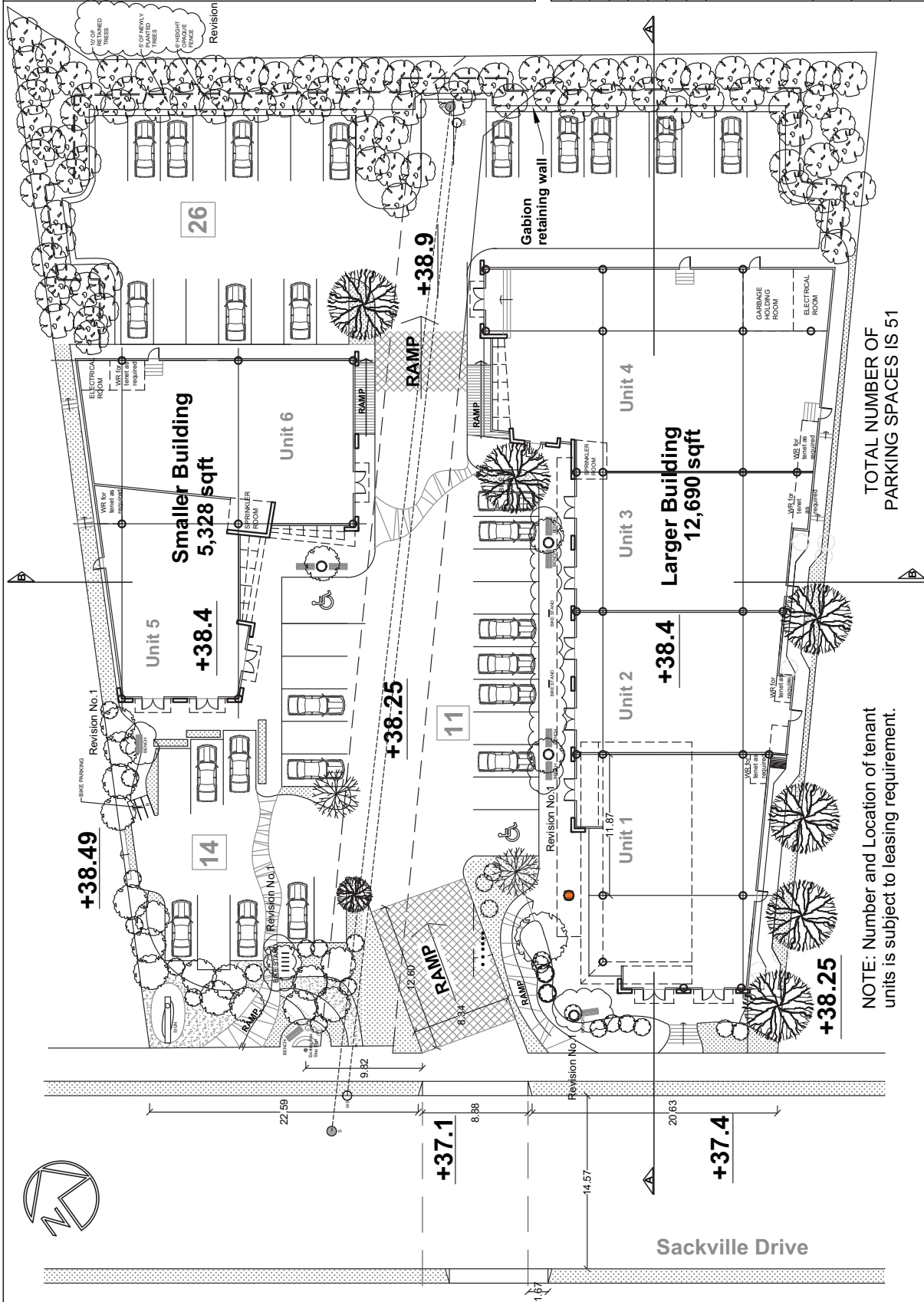
Drawing Title

FLOOR PLAN

Date
7 OCTOBER, 2013

Scale
1:300

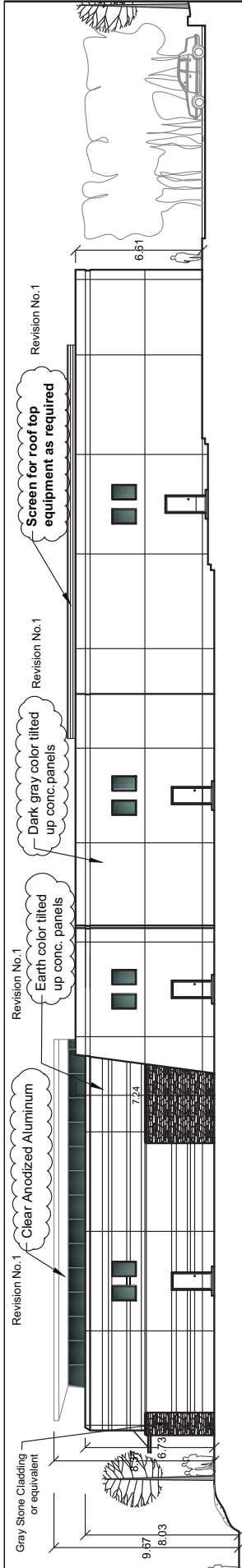
Drawing
A-002



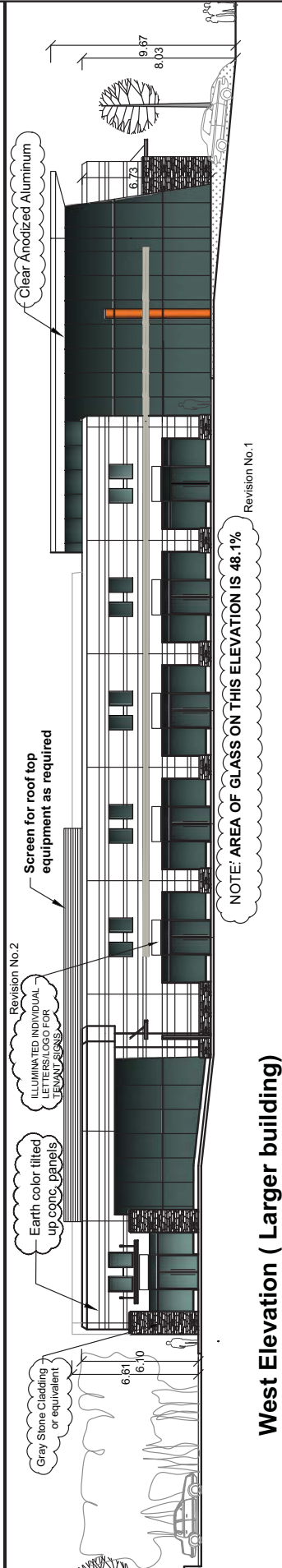
TOTAL NUMBER OF
PARKING SPACES IS 51

NOTE: Number and Location of tenant
units is subject to leasing requirement.

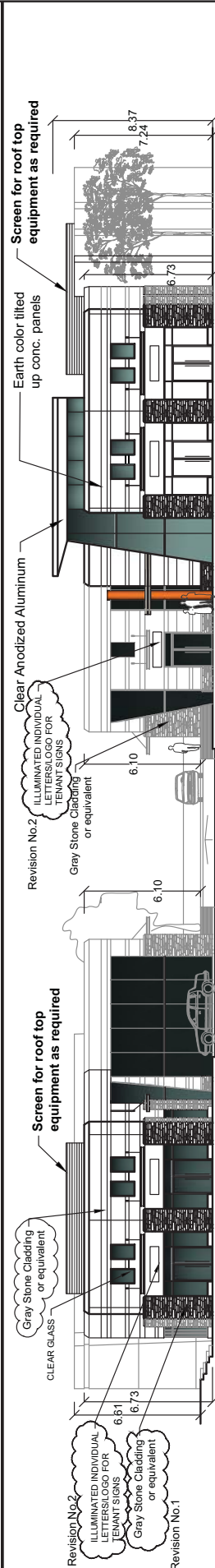




East Elevation (Larger Building)

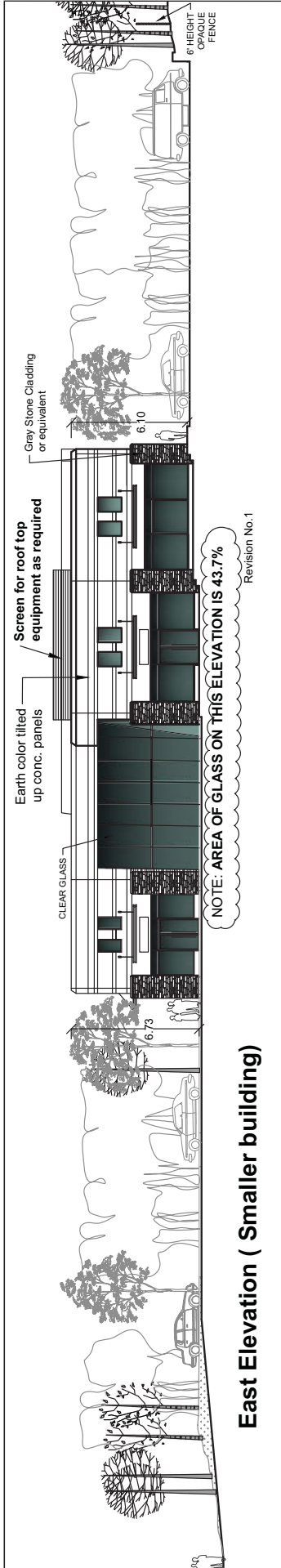


West Elevation (Larger building)

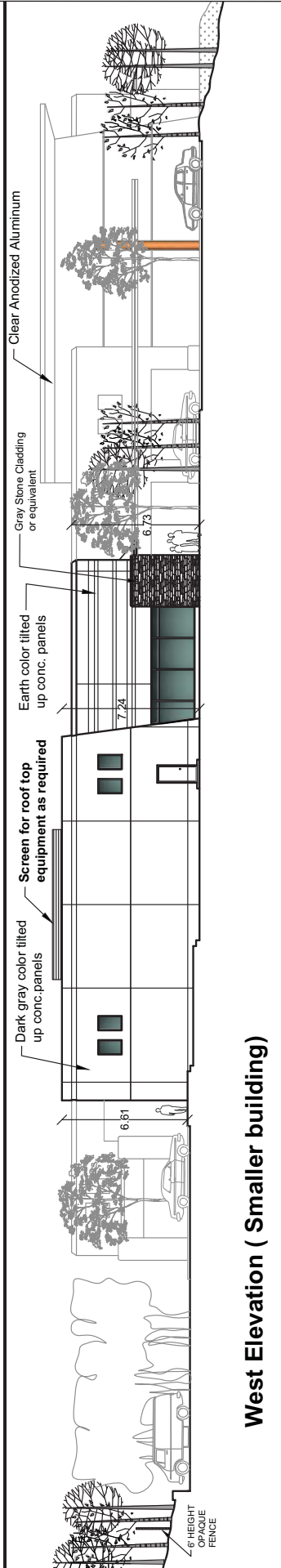


South Elevation-Main street view

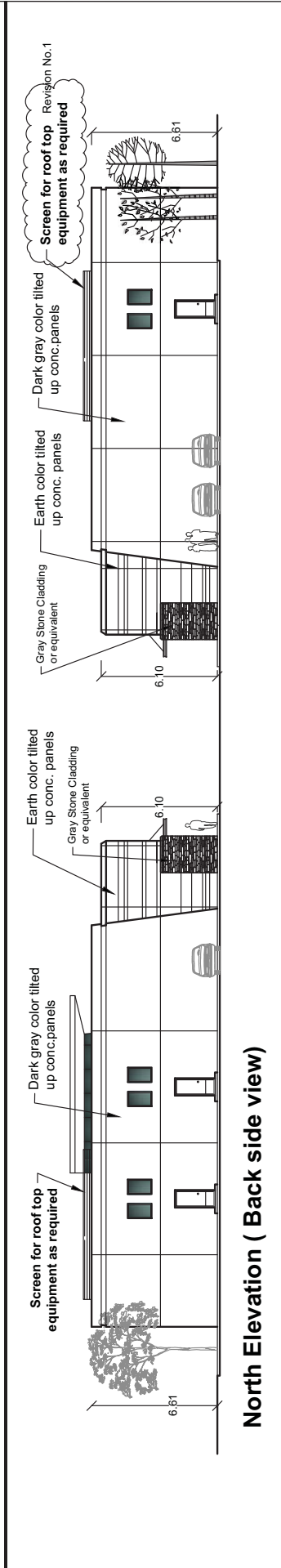
Drawing Title		Date	
ELEVATIONS: East Elevation (Larger Building) West Elevation (Larger Building) South Elevation (Main Street View)		No.	DATE
527-533 Sackville Drive		1	Revised 10/2/14
		2	Revised 12/5/14
		Scale	
		1:200	
		Drawing	
		A-004	



East Elevation (Smaller building)

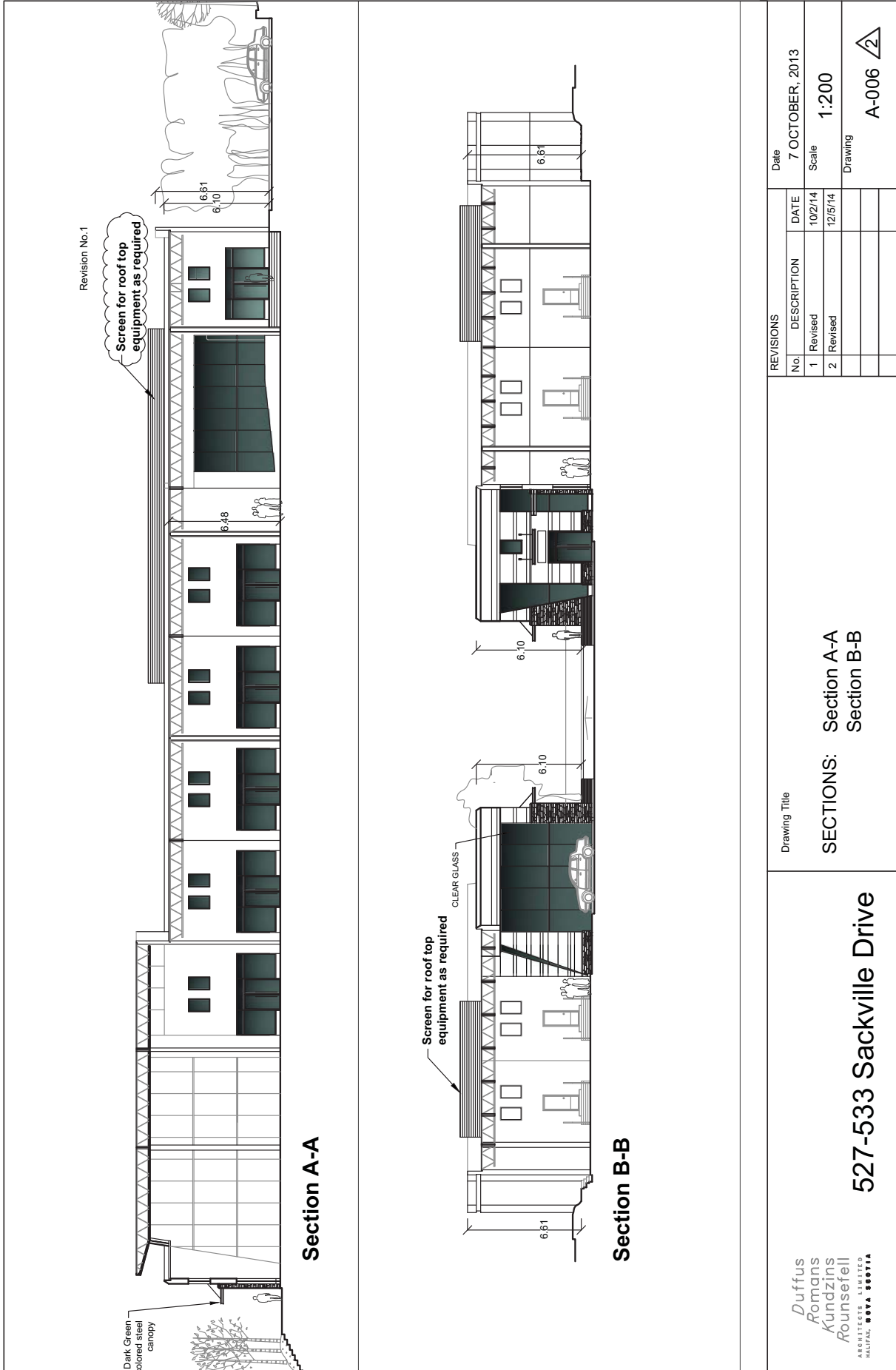



West Elevation (Smaller building)



North Elevation (Back side view)

Drawing Title ELEVATIONS: East Elevation (Smaller Elevation) West Elevation (Smaller Building) North Elevation (Back Side View)		Date 7 OCTOBER, 2013									
527-533 Sackville Drive		Scale 1:200									
Duffus Romans Kundzins Rounsefell ARCHITECTS LIMITED NATIONAL, ONTARIO		REVISIONS <table border="1"> <thead> <tr> <th>No.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Revised</td> <td>10/2/14</td> </tr> <tr> <td>2</td> <td>Revised</td> <td>12/5/14</td> </tr> </tbody> </table> Drawing A-005	No.	DESCRIPTION	DATE	1	Revised	10/2/14	2	Revised	12/5/14
No.	DESCRIPTION	DATE									
1	Revised	10/2/14									
2	Revised	12/5/14									



REVISIONS		Date	7 OCTOBER, 2013
No.	DESCRIPTION	DATE	Scale
1	Revised	10/2/14	1:200
2	Revised	12/5/14	Drawing
Drawing			A-006 
Drawing Title		SECTIONS: Section A-A Section B-B	
527-533 Sackville Drive		<p>Duffus Romans Kundzins Rounsefell ARCHITECTS LIMITED MALIBU, CALIFORNIA</p>	

Duffus
Romans
Kundzins
Rounsefell
ARCHITECTS, PLLC
HAUPFAL, NOVA SCOTIA

527-533
Sackville
Drive

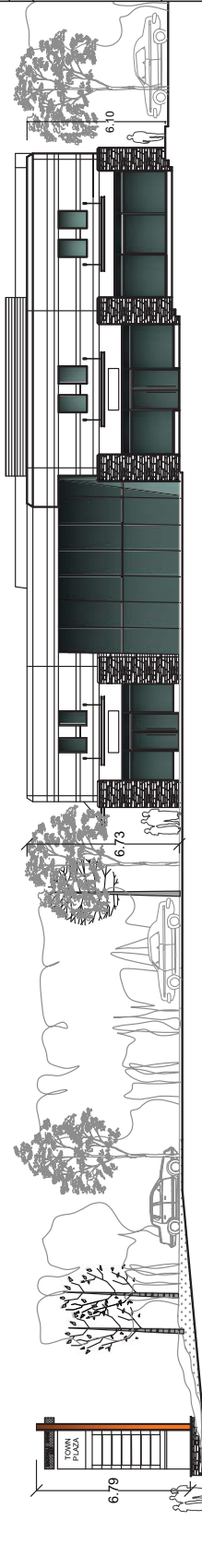
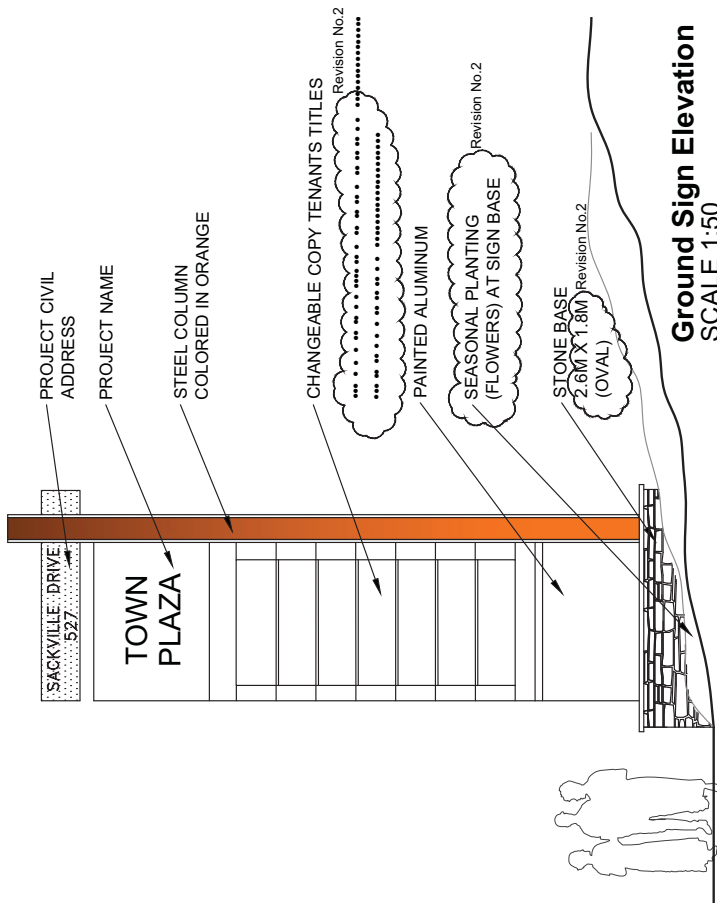
REVISIONS	No.	DESCRIPTION	DATE
	1	Issued	10/2/14
	2	Revised	12/5/14

Drawing Title
**GROUND SIGN
CONCEPT
DESIGN**

Date
7 OCTOBER, 2013

Scale

Drawing
A-007



Schedule E: Landscape Plan – Plan Number 19041-04

Duffus
Romans
Kundzins
Rounsefell
LANDSCAPE ARCHITECTS
HALIFAX, NOVA SCOTIA

527-533
Sackville
Drive

REVISIONS	No.	DESCRIPTION	DATE
	1	Revised	10/2/14
	2	Revised	12/5/14

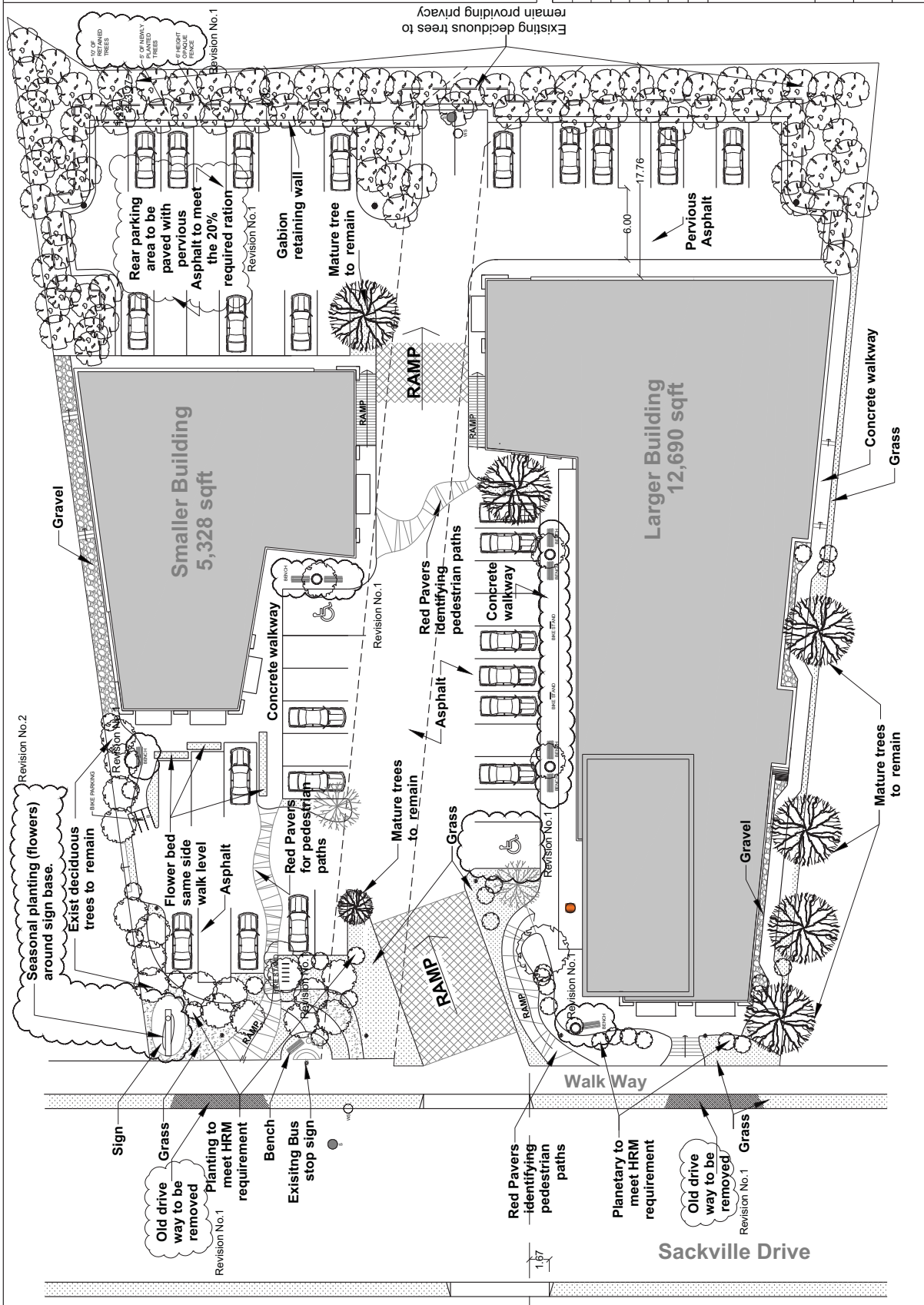
Drawing Title

LANDSCAPE
STUDY

Date
7 OCTOBER, 2013

Scale
1:300

Drawing
A-003



ATTACHMENT B

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 19041**

**7:00 p.m.
Wednesday, March 19, 2014
Sackville Heights Jr. High School
956 Sackville Drive, Sackville**

**STAFF IN
ATTENDANCE:** Carl Purvis, Major Projects Planner
Alden Thurston, Planning Technician
Jennifer Purdy, Planning Controller

**ALSO IN
ATTENDANCE:** Councillor Steve Craig
Greg Starratt, Applicant

**PUBLIC IN
ATTENDANCE:** 8

The meeting commenced at approximately 7:03 p.m.

Opening remarks/Introductions/Purpose of meeting

Mr. Carl Purvis, Major Projects Planner, Development Approvals, called the meeting to order at approximately 7:03p.m. in the Cafeteria of the Sackville Heights Jr. High School, 956 Sackville Drive, Sackville.

Mr. Purvis introduced himself as the planner guiding the application through the process; he further introduced Councilor Steve Craig, Alden Thurston, Planning Technician and Jennifer Purdy, Planning Controller.

Mr. Purvis advised the application is from Duffus Romans Kundzins Rounsefell Architects Limited, on behalf of Boulevard Property Incorporated, to enter into a development agreement to permit development of two commercial buildings totalling approximately 18,000 square feet in total area at 527 and 533 Sackville Drive, Lower Sackville.

Mr. Purvis reviewed the application process noting the public information meeting is an initial step, whereby HRM identifies to the community early in the process that a development application has been received and what policies allows it to be considered. Staff will also identify what the applicant is proposing and give them the opportunity to present their proposal to the community. Staff will seek feedback from citizens before the staff report is prepared and that no decisions have been made to this point or will be at this meeting. Following the meeting, the application will be brought forward to Council which will hold a public hearing at a later date, prior to making a decision on the proposed development.

Presentation on Application

Mr. Purvis reviewed a slide of the site context explaining the property is approximately 1.3 acres in area and is located on the north side of Sackville Drive. He explained a funeral home was previously operated on the site but, is no longer in operation. There are two family homes north of the property; single family homes and commercial uses to the west; food services to the east and a retail strip mall on the south side of Sackville Drive.

Viewing a slide of the Sackville Drive Secondary Planning Strategy Generalized Future Land Use Map, Mr. Purvis explained that this plan runs one property deep on both sides of Sackville Drive from Beaverbank Road in the east to Cobequid Road in the west. The zonings in this area are Pedestrian Retail, Single Family Homes and Two Family Homes (Duplexes).

Mr. Purvis explained that a development agreement enables construction of a project under local planning policy. It is a legal binding contract that clearly establishes standards on matters such as site plan, architecture, landscaping, and infrastructure which can be approved by Community Council, provided that any development complies with local planning policy. Mr. Purvis added that the applicant is proposing to construct a 'Strip Mall' style development containing two buildings measuring 5,328 and 12,690 sq.ft. respectively in size and 28 feet in height as its maximum. He explained that buildings are accessed from a shared ramp located mid-site from Sackville Drive with parking areas distributed to the front, in between, and to the rear of the proposed buildings. They are proposing a 15 foot deep landscaped buffer at the rear of the site using a blend of existing trees, new trees, and an opaque fence to screen the parking area from residential uses behind the development. Additional landscaped areas are also proposed adjacent to Sackville Drive. The applicant will go into further detail regarding their proposal.

Mr. Purvis reviewed the policy explaining that the designation is Pedestrian Retail, and is also zoned Pedestrian Retail. Policies I-4 and PR-4 in the Sackville Drive Secondary Planning Strategy require that all commercial developments containing a building footprint greater than 5000 sq.ft within this designation shall be considered subject to entering into a development agreement. Policy I-5 list factors that must be considered by Council in making their decision include but not limited to height bulk, and lot coverage of proposed buildings, traffic generation, access, and egress from site, type of use and site servicing capabilities (sewer, water, etc.).

Craig Starratt, Architect reviewed a slide showing the site plan adding the city has a desire to pull retail closer to the street and explained that in order to do that they designed the layout with split parking, noting this will keep the area of asphalt to a minimum. He added they will be retaining as many trees as possible, allow for bicycle parking, benches, landscaping and a bus stop making the site as pleasurable as possible to attract pedestrian shopping.

Viewing the site plan, Mr. Starratt pointed out the location of an existing sewer line and noted they are not allowed to build on top of and is very expensive to move, and this is what helped in designing the shape of the proposed project. He explained that the back of the site is wooded and will be keeping a small buffer of trees and plan on infilling the buffer as well to provide a much better retaining wall. He added that in agreeing to this the City has allowed a small break with meeting the parking standards.

Mr. Starratt explained they are looking for ways to provide better retail space with the competitive market. This will be a two-storey building which will be twice as tall as most of the surrounding neighbours and will be made out of as much glass as the by-laws will accept, allowing for more streetscape presence and will catch the eye of people driving by and will also allow the tenants more flexibility for what they can do in this space. He explained that a possible tenant could include a restaurant. He added that there will be an interconnection inside the building to make it as easy as possible.

Questions and Answers

Mr. Walter Regan advised he is with the Sackville Rivers Association and expressed concern with siltation and inquired when construction begins, what will be done to prevent runoff?

Mr. Purvis stated if the application is approved, the applicants will have to meet and follow the building permits standards to control runoff on site.

Mr. Regan explained that a major problem with the Sackville River is storm water and asked what measures will be put in place to retain storm water?

Mr. Purvis explained that the applicant will be required to balance pre and post development flows. This is the current city standard. The proposal is to retain some of the existing landscaping on site which will help with this concern.

Mr. Starratt explained that Civil Engineering will be monitoring this concern and there are no dedicated specific requirements to hold storm water on site, other than what is currently already needed along Sackville Drive. There is a calculation that the Civil Engineering will have to do that will prove that this development will not make the situation worse than what it is now. He added that they will be designing the roof drains so that some water is being retained on the roof which will allow it to flow away at a reduced rate and there will be catch basins in the parking lot for any drainage that may occur.

Mr. Regan expressed concern with tree retention.

Reviewing a slide, Mr. Purvis explained there will be a buffer at the rear of the property and noted that this is where the trees will be retained. He explained that he has spoken with HRM's Parks Planner who explained that the quality of the existing trees in this area are worth keeping.

Mr. Allan Smith, Sackville noted he would have liked to have seen a model of the proposal to put in perspective how this building will compare with others surrounding it. The slides presented did not show the height difference.

Mr. Purvis referred to a slide that best showed the buildings with the landscaping.

Mr. Smith expressed concern with the slide showed was taken in October 2013 and would like to see an up-to-date, full scale of the current model proposed. He addressed concern with this proposal being a monstrosity and not fit in with the scale of the surrounding neighbourhood. He added that he has no objection to having retail in this area and that the proposed building looks nice and addressed concern with the outcome of what is being built, not match what is shown here at this meeting.

Mr. Purvis explained that staff will be attaching these proposed slides to the development agreement which will ensure that the buildings will look like what is being proposed.

Mr. Regan explained that every time there is a major rain event, the Sackville sewage line builds up full of raw sewage which will flow into Sackville Rivers. He asked if this site will have on-site sewage retention?

Mr. Purvis stated this is not being contemplated at this point in the application.

Mr. Starratt advised there is currently no requirement for on-site sanitary treatment.

Mr. Regan inquired if the building will build to a LEED platinum standard?

Mr. Purvis stated a LEED standard has not been proposed.

Mr. Regan noted that it's good to see these buildings coming back to Sackville Drive however, there are a lot of vacant buildings also along Sackville Drive and asked if there is enough business to support this proposal.

Mr. Starratt stated he is unsure.

Mr. Purvis advised the HRM's policy is not to hinder development if a business owner/landowner would like to develop and feel that there is a potential for their proposal.

Mr. Regan asked about the setback and spoke regarding the wind tunnel effect.

Mr. Purvis advised the Sackville Drive Plan encourages buildings to be brought up to Sackville Drive and explained that the Secondary Planning Strategy doesn't describe a certain number in terms of the setback but, encourages development closer to the street. He added that he believes that 5 feet from the sidewalk is allowed.

Mr. Regan asked what percentage of this lot will be green and asked if it could be increased.

Mr. Starratt advised 20% will remain green.

Mr. Purvis stated due to the required amount of parking with the amount of space, they are trying to maximize the green space and there will be some discussion ongoing regarding this amount.

Mr. Regan added the less parking the better and inquired if a tavern or a lounge can be permitted at this location?

Mr. Purvis advised it is a Pedestrian Retail Zone and the types of uses will be no different than abutting properties along Sackville Drive. He reviewed the types of uses permitted under this zone and confirmed that lounges are permitted.

Mr. Regan asked about car access and if it will be right or a left turn?

Mr. Starratt viewed the site plan showing the access point and explained that there will be four lanes which you can both turn right and left and noted this may be looked at in the future to improve the turning section.

Mr. Regan noted that these left turns are causing issues and eventually it will have to be looked at.

Mr. Starratt advised if most businesses on this street would have a single point of access, it would cause less confusion as some have 3-4 access points.

Mr. Regan asked about foot access and asked if pedestrians can walk to the credit union, MacDonald's and to the street above from this property.

Mr. Purvis noted there are pedestrian connections from the site to the sidewalk.

Mr. Regan asked if there will be any living units within these two buildings.

Mr. Purvis answered no.

Mr. Regan asked if there will be grease separators installed beneath the parking lot.

Mr. Purvis noted this detail would be finalized within the building code stage which has not yet begun, adding he believes that this would depend on the use.

Mr. Regan noted that they hope they carefully think about the environment and put one in. He also addressed concern regarding street lights and asks if this development will aggravate this.

Mr. Purvis explained that HRM Traffic and Engineering Department will be looking further into the proximity of intersections and lights to this development.

Mr. Regan stated he likes the idea of placing the parking in the back with the shortened retaining wall and leaving more trees. He added that this proposed building is unique to Sackville Drive and feels that this development will add to the area and looks forward to seeing how it works. He asked about signage.

Mr. Purvis advised that pylon signage has been proposed and staff will be looking further into whether it meets the existing by-law and if it will be included within the development agreement. Staff will also be looking at fascia signage?

Mr. Regan noted that it's good to see new businesses coming to Sackville Drive and everything that can be done to retain water on to the site would be positive.

Closing Comments

Mr. Purvis thanked everyone for attending and meeting and encouraged anyone with further questions or comments to contact him.

Adjournment

The meeting adjourned at approximately 7:42p.m.

**Attachment C:
Excerpts from the Sackville Drive SPS and Policy Evaluation**

Policy PR-4

To foster a comfortable, pedestrian scaled, retail environment within the Pedestrian Retail Designation, new commercial developments exceeding a building footprint of 5,000 square feet, or any proposed expansion to existing commercial developments that currently exceed a footprint of 5,000 square feet, or would result in a building greater than 5,000 square feet, may only be considered by the development agreement provisions contained within the Municipal Government Act. In considering an agreement, Council shall have regard to the following:

Policy	Staff Comment
(a) that commercial uses are limited to those permitted within the Pedestrian Retail Zone;	No uses outside of what is currently permitted on the site are being proposed.
(b) that no new drive-thru function is proposed;	No drive-thru's are being proposed.
(c) that the primary facade(s) of the new buildings facing Sackville Drive does not exceed 40 feet in width;	Primary facades of both buildings are approximately 33 feet in width.
(d) that any addition to an existing building would not increase the primary facade(s) facing Sackville Drive beyond 40 feet in width;	No additions to existing buildings are being proposed.
(e) that safe and comfortable pedestrian internal site movement is provided;	Pedestrian connection paths have been provided between the buildings in addition to between each building and the adjacent sidewalk.
(f) that outdoor pedestrian facilities, such as seating, lighting, water features, orientation signs, and kiosks, are provided;	Seating facilities have been provided on site adjacent to the existing bus stop on Sackville Drive. Lighting will be provided consistent with CPTED principles.
(g) that existing significant vegetation stands are retained, where possible; and	Vegetation has been retained at the rear of the property to act as a buffer between this site and adjacent uses.
(h) Policy I-5.	See below.

Policy I-5

In considering a development agreement or rezoning, Council shall have regard to the following matters:

Policy	Staff Comment
(a) the proposal furthers the intent of the streetscape guidelines established within the Land Use By-law and Schedule D relating to signage, architecture, landscaping, parking and driveway entrances;	The majority of the parking has been located in the middle and to the rear of the buildings while the buildings architecture and landscaping which surrounds it has been found to conform to Schedule D.
(b) that the proposal is not premature or inappropriate by reason of:	
(i) the financial capability of the Municipality to absorb any costs relating to the development;	No anticipated financial implications resulting from the proposed development that would impact the municipality's ability to absorb potential costs relating to the development.
(ii) the adequacy of sewer and water services;	Halifax Water is satisfied that the proposed development can be serviced.
(iii) the adequacy or proximity of school, recreation and other community facilities;	The proposed development will have no impact on the adequacy or proximity of school, recreation or community facilities.
(iv) the adequacy of road networks leading or next	Development Engineering has reviewed the TIS

to, or within the development; and	and accepted the conclusion that there will be limited impacts on the traffic network due to this development.
(v) the potential for damage to or for destruction of designated historic buildings and sites.	No designated buildings exist on this site.
(c) that controls are placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:	
(i) type of use;	The proposal meets the requirements of Policy PR-4 (see table above).
(ii) height, bulk and lot coverage of any proposed building;	The proposal meets the requirements of Policy PR-4 (see table above).
(iii) traffic generation, access to and egress from the site, and parking;	The proposal meets the requirements of Policy PR-4 (see table above).
(iv) open storage;	Waste and recycling is to be stored internally to the building.
(v) maintenance; and	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, benches, vehicle and bike parking areas and driveways, and the maintenance of all landscaping per the Development Agreement.
(vi) any other relevant matter of planning concern.	The proposal meets the requirements of Policy PR-4 (see table above).