

North West Community Council

March 7, 2011

March 24, 2011

**REVISED**

**TO:** Chair and Members of North West Community Council

**SUBMITTED BY:**



Ann Merritt, Chair, North West Planning Advisory Committee

**DATE:** March 2, 2011

**SUBJECT:** Case 16334: Development Agreement – 647 and 651 Sackville Drive

**ORIGIN**

North West Planning Advisory Committee meeting – March 2, 2011

**RECOMMENDATION**

The North West Planning Advisory Committee recommends that North West Community Council:

1. Give First Reading to consider the proposed development agreement as provided in Attachment A of the staff report dated February 11, 2011, and schedule a public hearing;
2. Approve the proposed development agreement as set out in Attachment A of the February 11, 2011 staff report to permit a commercial building exceeding a total building footprint of 464 m<sup>2</sup> (5,000 ft<sup>2</sup>) at 647 and 651 Sackville Drive, Sackville; 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/DISCUSSION**

At its meeting on March 2, 2011 the Committee reviewed and discussed the proposed Development Agreement received by W.M. Fares Group Limited to enter into a development agreement for a drug store and medical clinic, which exceed a total building footprint of 1,263 m<sup>2</sup> (5,000 ft<sup>2</sup>), at 647 and 651 Sackville Drive, Sackville.

The Committee recommends that North West Community Council approve the proposed Development Agreement as set out in the staff report dated February 11, 2011.

## **BUDGET IMPLICATIONS**

None associated with this report.

## **FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

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

## **COMMUNITY ENGAGEMENT**

As per the staff report dated February 11, 2011.

## **ALTERNATIVES**

1. Council may choose to approve the proposed development agreement as shown in Attachment A. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This is not recommended.

## **ATTACHMENTS**

Staff report dated February 11, 2011

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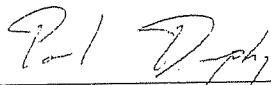
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Donna Honeywell, 490-4937

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North West Planning Advisory Committee  
March 2, 2011

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY:   
Paul Dunphy, Director, Community Development

DATE: February 11, 2011

SUBJECT: Case 16334: Development Agreement – 647 and 651 Sackville Drive

**ORIGIN**

Application by W.M. Fares Group Limited to enter into a development agreement for a drug store and medical clinic, which exceed a total building footprint of 1,263 m<sup>2</sup> (5,000 ft<sup>2</sup>), at 647 and 651 Sackville Drive, Sackville.

**RECOMMENDATION**

It is recommended that North West Planning Advisory Committee recommend that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement as provided in Attachment A, and 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 m<sup>2</sup> (5,000 ft<sup>2</sup>) at 647 and 651 Sackville Drive, Sackville; 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.

Within the Pedestrian Retail designation of the Sackville Drive Secondary Planning Strategy (SPS) new commercial buildings which exceed a total building footprint of 464 m<sup>2</sup> (5,000 ft<sup>2</sup>) may only be considered by development agreement. W.M. Fares Group Limited is seeking approval of a development agreement for a 2,415 m<sup>2</sup> (26,000 ft<sup>2</sup>) building at 647 and 651 Sackville Drive (corner of Sackville Drive and Riverside Drive), Sackville. The subject property, illustrated on Map 1, contains a total lot area of 8,143 m<sup>2</sup> (87,652 ft<sup>2</sup>).

As proposed, the development includes a two storey building which will provide 2,415 m<sup>2</sup> (26,000 ft<sup>2</sup>) of commercial and institutional floor space. The first floor will serve as a drug store and the second floor will operate as a medical clinic. All existing uses on the subject property are to be removed to accommodate the proposed development. The proposed development agreement (Attachment A) permits development of the building subject to a series of requirements which encourage: safe and comfortable pedestrian access; internal site movement; and strong architectural and site design features.

A public information meeting was held on September 20, 2010, to discuss the proposed development. Attachment B of this report contains a summary of this meeting. On October 20, 2010, the Halifax Watershed Advisory Board reviewed the proposed development and provided a summary recommendation. In brief, the summary recommended measures to ensure protection of the Little Sackville River and other nearby freshwater resources and a copy of the summary recommendation is provided as Attachment C. Staff is recommending approval of the proposed development agreement as it complies with the relevant policies of the Sackville Drive Secondary Planning Strategy (SPS).

## **BACKGROUND**

### **The Proposal:**

W.M. Fares Group Limited has submitted an application to consider a new two storey commercial building with an approximate footprint of 1,208 m<sup>2</sup> (13,000 ft<sup>2</sup>). As proposed, the ground floor will be reserved for a drug store and the second floor will serve as a medical clinic. Both commercial and institutional uses such as drug stores and medical clinics are permitted uses on the subject property, however, new commercial developments exceeding a building footprint of 1,263 m<sup>2</sup> (5,000 ft<sup>2</sup>) may only be considered by council through a development agreement process. A site plan, building elevations, and floor plan are provided as Schedules B-D of Attachment A.

### **Enabling Policy:**

Policy PR-4 of the Sackville Drive SPS allows council to consider new developments that exceed a building footprint of 464 m<sup>2</sup> (5,000 ft<sup>2</sup>) located within the PR (Pedestrian Retail) Zone. The enabling policy (Attachment D) provides guidance as far as the scope of development that can be entertained and development is focused on reinforcing a pedestrian oriented scale.

Further, appropriate controls are established to ensure development furthers the intent of the streetscape guidelines established within the Sackville Drive Land Use By-law (LUB).

**The Property:**

The subject property is generally described as follows:

- located at the corner of Sackville Drive and Riverside Drive, Sackville (Map 1 & 2);
- total lot area of 8,143 m<sup>2</sup> (87,652 ft<sup>2</sup>);
- approximately 135 m (443 ft.) of public road frontage along Sackville Drive and Riverside Drive;
- designated Pedestrian Retail under the Sackville Drive SPS (Map 1);
- zoned PR (Pedestrian Retail) under the Sackville Drive LUB (Map 2);
- serviced with municipal water and sewer;
- home to an existing motel, laundromat, smoke shop, taekwondo studio and an automotive repair outlet.
- lands located south and east of the property are zoned VC (Acadia Village Centre) and PR;
- lands located west of the property are zoned P-3 (Floodplain), and;
- lands located north of the property are subject to the Sackville Municipal Planning Strategy (MPS) and are zoned R-1 (Single Unit Dwelling).

**DISCUSSION**

**Policy Intent:**

Subject to Policy 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 m<sup>2</sup> (5000 ft<sup>2</sup>). Such consideration is enabled through the development agreement process. The policy intent is to foster a pedestrian oriented retail environment and discourage large scale uses between Riverside and Pinehill Drive along Sackville Drive. However, large scale buildings can be an integral component of the retail fabric of Sackville Drive and therefore if designed and placed appropriately can replicate and reinforce a pedestrian oriented scale and complement or enhance the overall functionally.

It is the position of staff that the development agreement provided in Attachment A satisfies the intent of relevant SPS policies (Attachment D). While the proposal is consistent with the intent of the SPS, staff have identified the following issues for specific discussion:

**Uses Enabled by Development Agreement (Policy PR-4):**

In keeping with Policy PR-4, the proposed uses are limited to those permitted by the Pedestrian Retail Zone. Specifically, the development agreement, provided in Attachment A, permits the use of the proposed drug store (retail store) and medical clinic. Through the development agreement process staff have determined that all Pedestrian Retail zone uses, with the exception of the existing automotive repair outlet, are appropriate for the site. For clarification, the existing

uses, which are proposed to be removed prior to the redevelopment of the site, include a motel, laundromat, smoke shop, taekwondo studio and an automotive repair outlet.

**No Proposed Drive Thru Function (Policy PR-4):**

Plan policy does not permit new drive-thru functions in this area due to the high number of mid block intersections along Sackville Drive. The restriction on drive thru functions also further implements the intent to foster a pedestrian oriented retail environment. Unlike neighbouring commercial properties with existing drive thru restaurants there is no drive thru function proposed or enabled as part of this development. (Attachment A)

**Architectural and Landscaping Requirements (Policy PR-4 and I-5)**

As the proposed development consists of a building footprint of 1,208 m<sup>2</sup> (13,000 ft<sup>2</sup>) efforts have been made to ensure the building's design reinforces a pedestrian scale as envisioned by the Sackville Drive SPS. As per the requirements of Policy PR-4, none of the primary façades facing Sackville Drive exceed a total width of 12.2 m (40 ft). The proposed development furthers the intent of the streetscape guidelines established within the Land Use By-law. As part of the agreement, large blank walls are prohibited, architectural elements such as canopies and awnings have been integrated into the building design and landscaping requirements have been incorporated into the development agreement which exceed the standard requirements of the Land Use By-law.

**Pedestrian Facilities and Internal Site Movement (Policy PR-4 and I-5)**

As proposed, pedestrian facilities are to be provided at the front of the property, near the intersection of Sackville Drive and Riverside Drive. These facilities will serve to create a strong pedestrian connection between the proposed development and other existing and proposed pedestrian facilities along Sackville Drive. Pedestrian access to and from the subject property will be provided through the use of dedicated concrete sidewalks.

**Existing Vegetation Stands (Policy PR-4)**

Special consideration has been focused on retaining and improving existing vegetation stands located at the rear of the property. Retention of significant vegetation stands is required as part of Policy PR-4 and serves to maintain and strengthen an existing buffer between the proposed development and residential properties located along Riverside Drive.

**Environmental Concerns and Controls (Policy PR-4 and I-5)**

Due to the proximity of the Little Sackville River appropriate controls have been established to address environmental concerns, specifically concerns related to the management and discharge of stormwater from the subject property. As part of the development agreement, the developer shall provide a stormwater management plan and an erosion and sedimentation control plan prepared by a qualified professional. Staff have also included a provision for the installation of a stormwater treatment device. The device will separate oil and other contaminants from the stormwater prior to being discharged into the Sackville Drive stormwater collection system, which eventually flows into the Little Sackville River.

### **Halifax Watershed Advisory Board**

The Halifax Watershed Advisory Board reviewed the proposed development at their October 20, 2010 meeting. Their summary recommendation is attached as Attachment C. It is Staff's opinion the matters raised by the Board have been reasonably implemented through the proposed development agreement or are addressed through the standard HRM permitting process.

### **Conclusion:**

Staff are of the position that the proposed development agreement for a drug store and medical clinic satisfies the requirements of the Sackville Drive SPS and are recommending approval of the proposed development agreement (Attachment A) as indicated in the recommendation section of this report.

### **BUDGET IMPLICATIONS**

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

### **FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

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

### **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 September 20, 2010. A public hearing has to be held by Council before they can consider approval of the proposed development agreement.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 2. Attachment B contains a copy of the minutes from the meeting. Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on map 2.

The proposed development agreement will potentially impact (but not limit to) the following stakeholders: local residents, property owners, and local business improvement district.

### ALTERNATIVES

1. Council may choose to approve the proposed development agreement as shown in Attachment A. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This is not recommended.

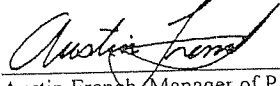
### ATTACHMENTS

Map 1:	Generalized Future Land Use Map
Map 2:	Zoning Map and Public Hearing Notification Area
Attachment A:	Development Agreement
Attachment B:	Public Information Meeting Minutes
Attachment C:	Halifax Watershed Advisory Board Summary Recommendation
Attachment D:	Excerpts from the Sackville Drive SPS
Attachment E:	Excerpts from the Sackville Drive LUB

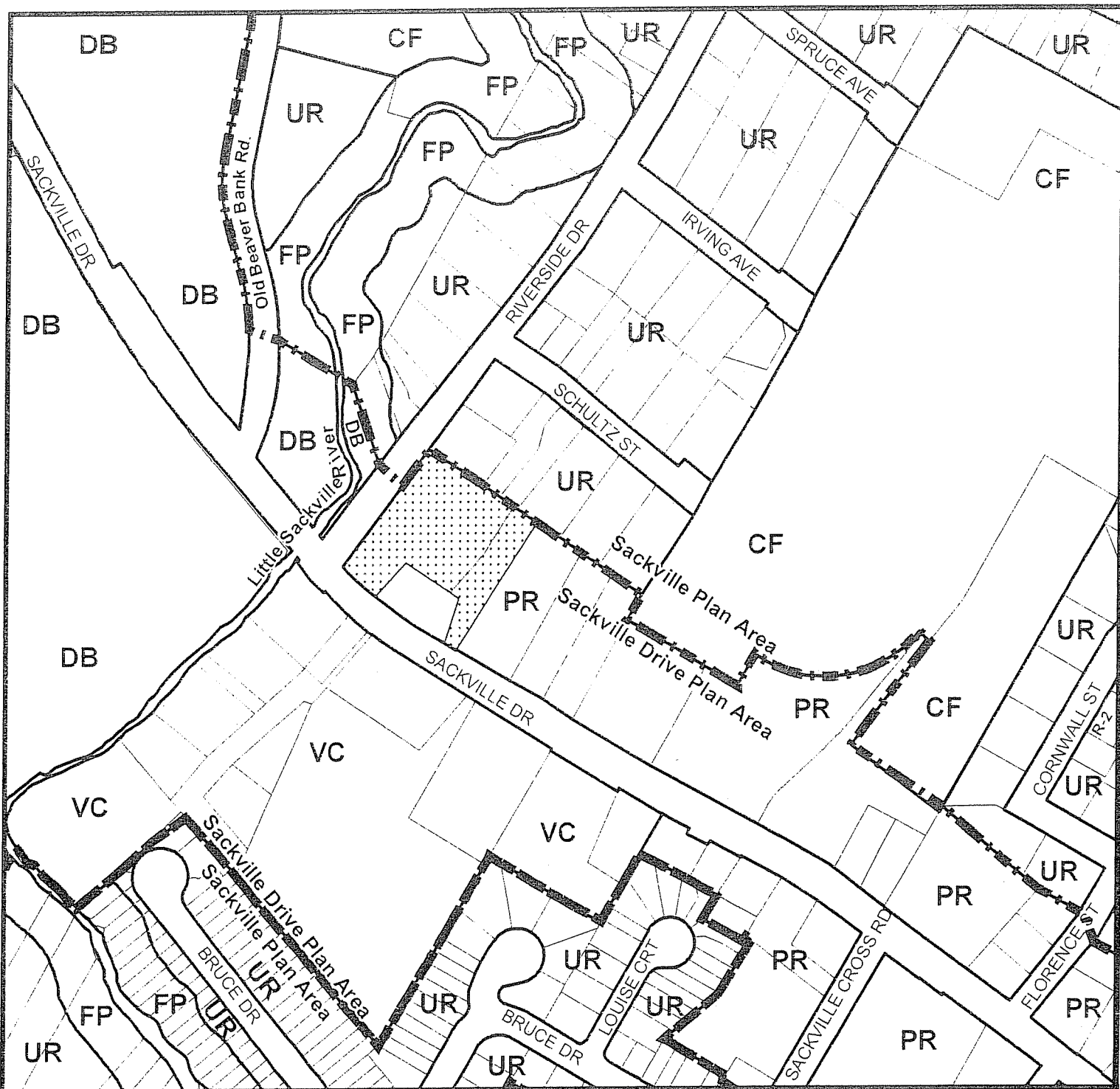
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
Report Prepared by : Tyson Simms, Planner I, Community Development, 869-4747

Report Approved by:   
Austin French, Manager of Planning Services, 490-6717





Map 1  
Generalized Future Land Use

 Subject Property

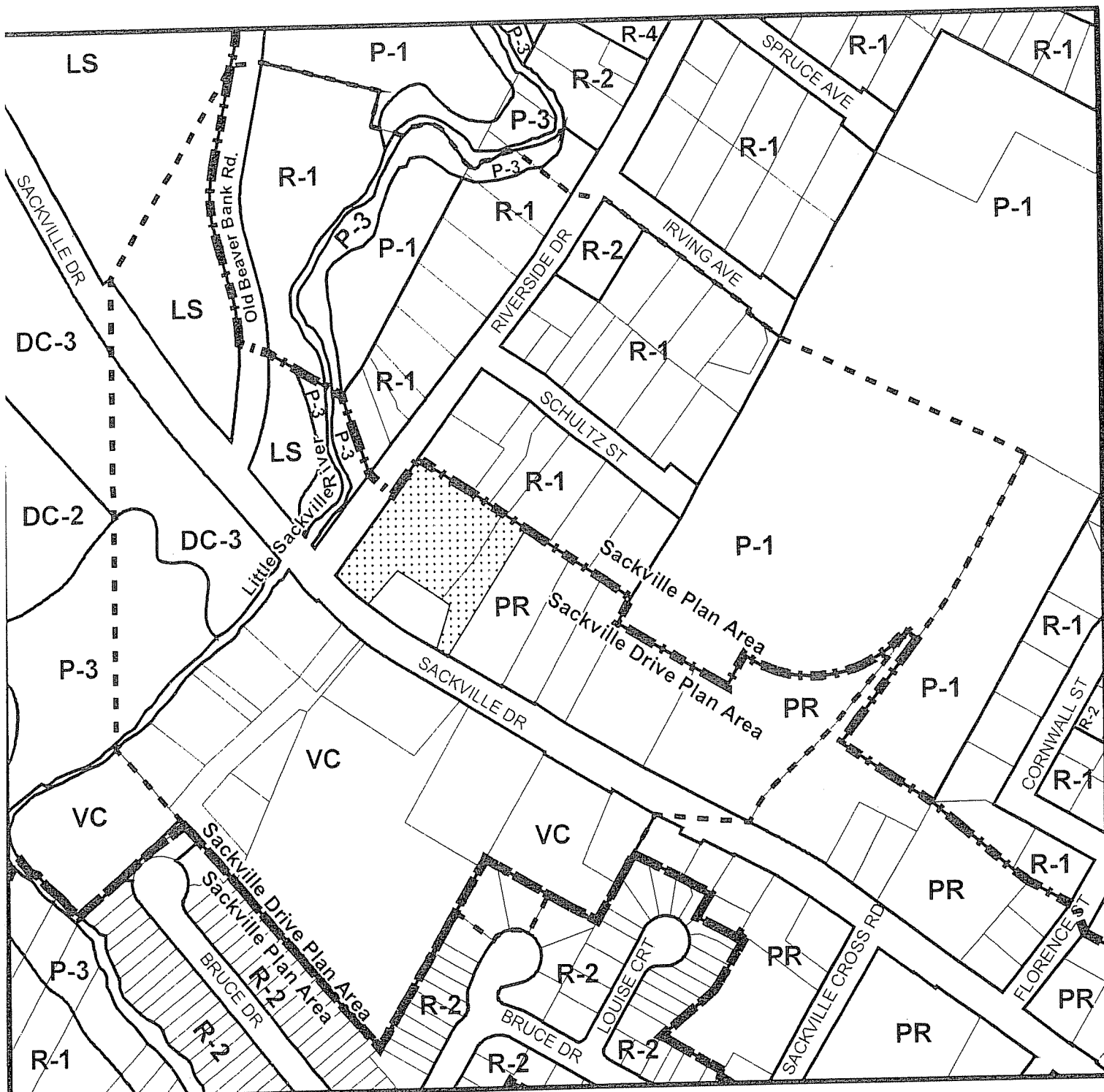
Sackville Drive Plan Area

DB Downsview / Beaver Bank Designation  
PR Pedestrian Retail Designation  
VC Acadia Village Centre Designation

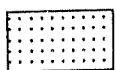
Sackville Plan Area

UR Urban Residential Designation  
CF Community Facility Designation  
FP Floodplain Designation

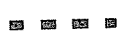




## Map 2 Zoning



Subject Property



Notification Area

**HALIFAX**  
REGIONAL MUNICIPALITY  
Community Development  
Planning Services

### Sackville Drive Plan Area

DC-2 Downview Complex - 2 Zone  
DC-3 Downview Complex - 3 Zone  
LS Large Scale Commercial Zone  
PR Pedestrian Retail Zone  
P-3 Floodplain Zone  
VC Acadia Village Centre Zone

### Sackville Plan Area

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



**Attachment A**  
**Development Agreement**

THIS AGREEMENT made this       day of January, 2011,

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**

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

And

**[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 651 Sackville Drive, 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 a new commercial development exceeding a building footprint of 5,000 square feet on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy(ies) PR-4 and I-5 of the Sackville Drive Secondary Planning Strategy and Part 12 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 16334;

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, storm water 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 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 16334:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan - Plan Number 16334-01
Schedule C	Elevations – Plan Number 16334-02
Schedule D	Floor Plans – Plan Number 16334-03

### **3.2 Requirements Prior to Approval**

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

- (a) Lighting plan in accordance with Section 3.6 of this Agreement; and
- (b) Landscaping Plan in accordance with Section 3.7 of this Agreement.

3.2.2 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.
- (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Stormwater Management Plan.
- (c) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Lighting Plan.

3.2.3 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 uses permitted within the existing zone, with the exception of Automotive Repair Outlets, as applied to the Lands subject to the provisions contained within the Land Use By-law for Sackville Drive 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 35%;
- (b) the building shall be a minimum of 9.1 m (30 ft) from the rear lot line
- (c) the maximum height of the building shall not exceed 12.2 m (40 feet);

#### 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 face Sackville Drive.

Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

*Building Façades:*

3.4.3 The building façades and walls which face Sackville Drive and Riverside Drive shall comply with Schedules B and C, and shall:

- (a) Incorporate architectural elements such as columns constructed of cultured stone as shown on Schedule C.
- (b) The primary façades facing Sackville Drive shall not exceed 12.2 m (40 ft.) in width and shall be recessed or incorporate wall plane projections as shown on Schedules B and C. All recesses and projections shall have a depth of at least 2.4 m (8 ft.).

3.4.4 Architectural treatment shall be continued around all building façades as identified on Schedule C.

*Blank Walls:*

3.4.5 Blank or unadorned walls shall not be permitted. The scale of blank walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines.

*Exposed Foundation*

3.4.6 Any exposed foundation in excess of 1.8m<sup>2</sup> (5.9 ft<sup>2</sup>) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

*Building Materials:*

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

- clay masonry;
- noncombustible cladding;
- concrete split face masonry;
- concrete tilt up panels;
- cut stone masonry;
- random stone masonry; or
- acceptable equivalent in the opinion of the Development Officer.

*Functional Elements:*

3.4.8 Buildings shall be designed such that functional elements and mechanical systems (HVAC, exhaust fans, etc.) are not visible from Sackville Drive and Riverside Drive. 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.

*Windows:*

3.4.9 All windows shall be vertical in orientation and located as illustrated on Schedule C.

*Awnings:*

- 3.4.10 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.

*Roof:*

- 3.4.11 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from Sackville Drive and Riverside Drive.

### **3.5 Parking, Circulation and Access**

*Parking Area*

- 3.5.1 The parking area shall be sited as shown on Schedule B.
- 3.5.2 The parking area shall provide a minimum of 88 parking spaces.
- 3.5.3 The parking area shall be hard surfaced (included but not limited to asphalt).
- 3.5.4 The limits of the parking area shall be defined by landscaping and concrete curb.

*Walkways:*

- 3.5.5 A hard surfaced walkway shall be provided along the front (south) and right (east) façade to encourage pedestrian movement and separation between the building and parking areas. Hard surfaced materials may be composed of any combination of poured in place concrete, decorative patio slabs, decorative interlocking precast concrete paver stones, or acceptable equivalent in the opinion of the Development Officer. The walkway shall not be surfaced with asphalt.

*Sidewalks:*

- 3.5.6 A hard surfaced sidewalk shall be provided from Sackville Drive to the front entrance of the proposed building to encourage safe and comfortable pedestrian internal site movement as shown on Schedule B. Hard surfaced materials may be composed of any combination of poured in place concrete, decorative patio slabs, decorative interlocking precast concrete paver stones, or acceptable equivalent in the opinion of the Development Officer. The sidewalk shall not be surfaced with asphalt.
- 3.5.7 It is the responsibility of the Developer to convey all required rights-of-way over the properties as shown on Schedule B.

### **3.6 Outdoor Lighting**

- 3.6.1 Lighting shall be shielded and 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.



### **3.7 Landscaping**

- 3.7.1 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.

#### *Landscape Plan*

- 3.7.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Site Plan shown on Schedule B. 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.

#### *Landscape Plan Details*

- 3.7.3 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.7.4 All landscaped areas, as shown on Schedule B, shall be grassed, or alternatively, shall incorporate the use of natural ground covers such as water features, stone (washed or flat), mulch, perennials and annuals. Within the landscaped area, the following shall apply:
- a) Along Sackville Drive and Riverside Drive, trees, planters, and shrubs shall be utilized and shall be planted at a rate of one (1) tree (minimum of 45mm calibre) and three (3) shrubs per 4.6 metres (15 feet) of lot frontage.
  - b) Within the remaining landscaped area of the site, trees, planters, and shrubs shall be utilized and shall be planted at a rate of one (1) tree (minimum of 45 mm calibre) and three (3) shrubs per every 6 parking spaces.

#### *Outdoor Pedestrian Facilities*

- 3.7.5 Outdoor pedestrian facilities shall be provided at the corner of Sackville Drive and Riverside Drive as identified on Schedule B. Such facilities shall be provided while maintaining a safe daylight triangle between Sackville Drive and Riverside Drive.

#### *Retaining Wall Systems*

- 3.7.6 All retaining wall systems are to be identified on the Landscaping Plan including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a professional engineer.
- 3.7.7 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or acceptable equivalent in the opinion of the Development Officer.

### *Compliance with Landscaping Plan*

- 3.7.8 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.
- 3.7.9 Notwithstanding Section 3 the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. 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.

### **3.8 Maintenance**

- 3.8.1 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.

### **3.9 Signs**

- 3.9.1 The sign requirements shall be in accordance with the Sackville Drive Land Use By-law as amended from time to time. Building Elevations provided as Schedule C denoting the total area and location of proposed fascia signage are for illustrative purposes only.

### **3.10 Temporary Construction Building**

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.

### **3.11 Screening**

- 3.11.1 Refuse containers and waste compactors shall be confined to the loading areas of the building and shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

### **3.12 Hours of Operation**

- 3.12.1 The retail store and medical clinic shall be permitted to operate between the hours of 8 am and 10 pm Monday to Sunday.
- 3.12.2 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.
- 3.12.3 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### *General Provisions*

- 4.1 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from Halifax Regional Municipality and Halifax Water 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 proposed buildings shall be underground installation.

### *Solid Waste Facilities*

- 4.4 The building shall include designated space for five stream source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 4.5 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 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.

### *Non Disturbance Areas*

- 5.2.1 Non-disturbance areas shall be provided at the north side of the site as shown on Schedule "B".
- 5.2.2 All grading plans shall indicate areas where existing vegetation is to be maintained, areas to be protected from disturbance during the installation of services, construction of streets, construction of buildings, landscaping and any future activity on an individual lot unless otherwise specified in this Agreement. The non-disturbance areas shall be clearly delineated on the Site Plan and Grading Plan for each lot and in the field prior to and during construction.
- 5.2.3 The non-disturbance area identified on Schedule "A" shall be delineated on all final survey plans prior to final approval.
- 5.2.4 Non-disturbance areas shall be identified by the Developer with a snow fence or other appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (i.e. tree cutting and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction of the snow fence or other appropriate continuous physical barrier or delineation and signage in the field.
- 5.2.5 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, the Developer or the land owner shall replace the trees, two new trees of ½ inch (38mm) clipper for every one removed or damaged, as directed by the Development Officer.
- 5.3 If the Developer fails at any time during any site work or construction to fully conform to the approval plans as required under Section 5, the Municipality shall require that the site and construction work cease, except for works which may be approved by the Development Engineer to ensure compliance with the Erosion and Sedimentation Control Plan, Grading Plan, and Storm Water Management Plan.
- 5.4 No Municipal Occupancy Permit shall be issued unless the Lands are either fully stabilized with sod or are temporarily stabilized and maintained with a covering of plastic or other such measures as determined and approved through the requirements of Section 5. Any temporary stabilization of the Lands shall be replaced with final landscaping (top soil and sod) within six months of the issuance of the Municipal Occupancy Permit. The Developer shall be responsible for ensuring that any temporary stabilization materials are

replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.

- 5.5 Any fuel stored on-site for the purpose of heating the building shall have a protective catchment device.

#### *Erosion and Sedimentation Control and Grading Plans*

- 5.6 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply 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 site until the requirements of this clause have been met and implemented.

#### *Stormwater Management Plans*

- 5.7.1 The Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourses during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation and control measures and stormwater management measures which are to be in place prior to and during development of that phase. The Stormwater Management Plan shall conform with the following:

- (a) schematics and information presented on the Schedules;
- (b) requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual; and
- (c) the plan shall include a stormwater treatment unit(s) which treats storm flows from the site.

- 5.7.2 All removed contaminants shall be disposed of according to applicable guidelines and regulations of the Nova Scotia Department of Environment and Labour.

- 5.7.3 The Developer agrees to construct at its own expense the Stormwater Management System pursuant to this section. The Developer shall provide certification from a qualified professional that the system, or any phase thereof, has been constructed in accordance with the approved design.

## **PART 6: AMENDMENTS**

### **6.1 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 landscaping measures as detailed in Section 3.7 or which, in the

- opinion of the Development Officer, do not conform with Schedule B;
- (b) Changes to the parking standards as detailed in Section 3.5 or which, in the opinion of the Development Officer, do not conform with Schedule B;
- (c) Changes to the hours of operation as detailed in Section 3.12;
- (d) Changes to the requirements relating to setbacks and yards;
- (e) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

## **6.2 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 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 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.

### **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 five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the 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 if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

**7.4. Completion of Development**

Upon the completion of the 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.

**7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development after five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

**PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

**8.1 Enforcement**

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

**8.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

**Insert name of Corporation/Business**

\_\_\_\_\_

Per: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

**Insert name of Corporation/Business**

\_\_\_\_\_

Per: \_\_\_\_\_

=====

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

=====

**HALIFAX REGIONAL  
MUNICIPALITY**

Per: \_\_\_\_\_

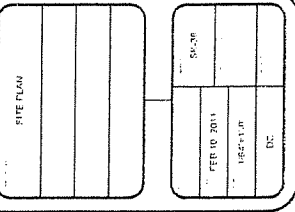
Mayor

Per: \_\_\_\_\_

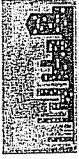
Municipal Clerk



Patient's Name:		
<p>Two physicians, a physician assistant, and a nurse practitioner are available to provide medical services to patients. The physician assistant and nurse practitioner are supervised by the physician. The physician assistant and nurse practitioner are also responsible for the medical records of the patients. The physician assistant and nurse practitioner are also responsible for the medical records of the patients.</p>		
Age	Sex	DOB

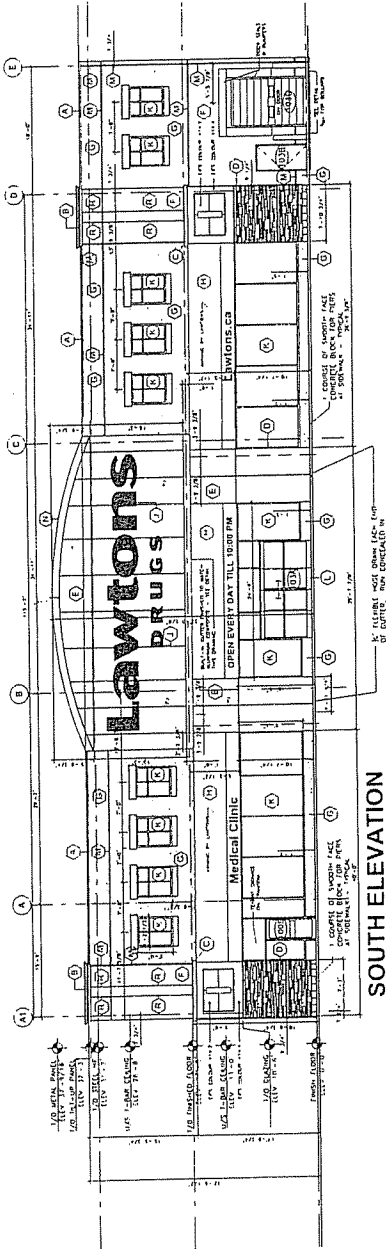


**General location of  
outdoor pedestrian  
facilities**

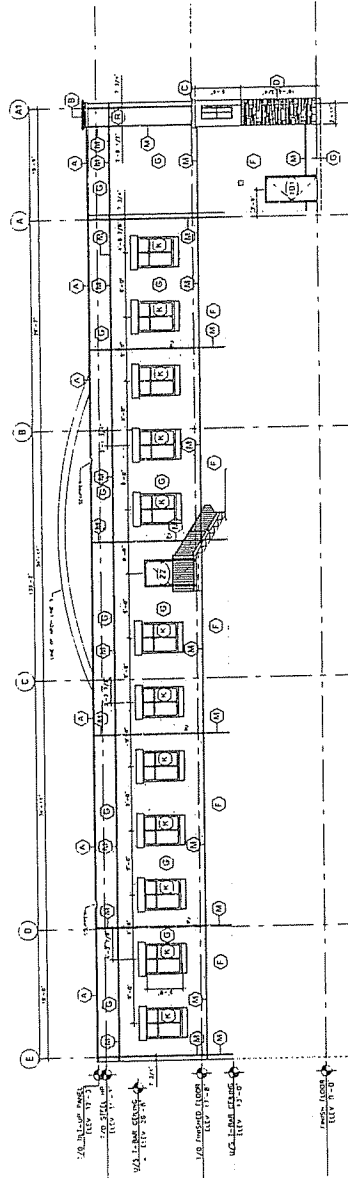


Schedule C

A	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
B	INTERIOR PARTITION WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
C	8" CMU WALLS, 11-11-21
D	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
E	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
F	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
G	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
H	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
I	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
J	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
K	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
L	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
M	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
N	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
O	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
P	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
Q	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
R	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
S	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
T	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
U	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
V	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
W	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
X	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
Y	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21
Z	INTERIOR WALLS, 8" CMU (INCLUDE BRICK) 11-11-21



SOUTH ELEVATION



NORTH ELEVATION

1	DATE	2011.07.09
2	DATE	2011.01.14
3	DATE	2010.11.26

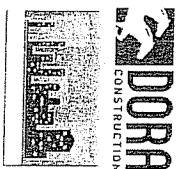
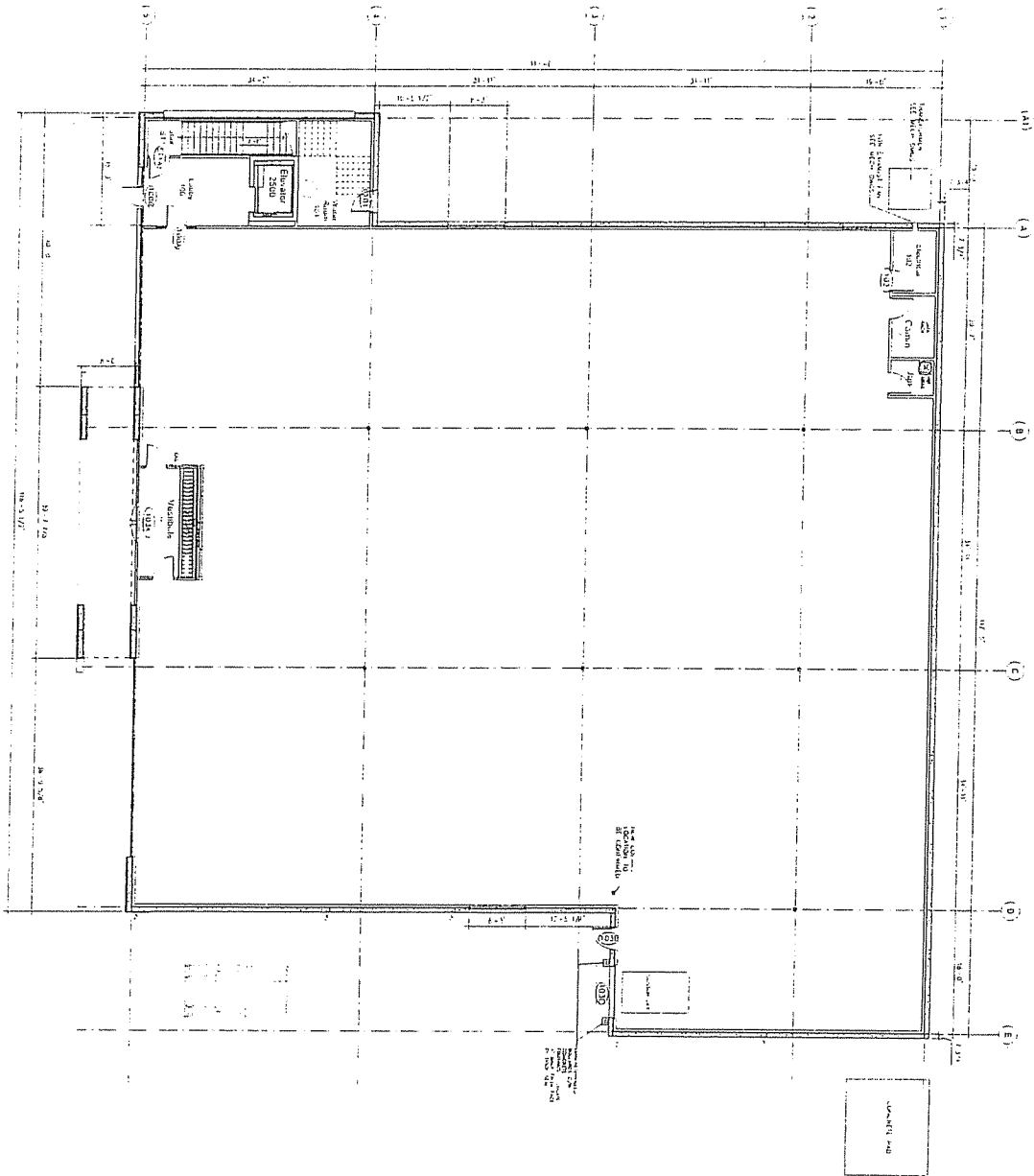
First Mutual Properties Limited

Lawtons  
Sackville Drive  
Sackville, NS

NORTH & SOUTH  
ELEVATIONS

303
1/8" = 1'-0"
2010.11.09

# Schedule D



**A**  
INTERARCHITECTURE

1	12'-0" x 12'-0"	12'-0" x 12'-0"
2	12'-0" x 12'-0"	12'-0" x 12'-0"
3	12'-0" x 12'-0"	12'-0" x 12'-0"
4	12'-0" x 12'-0"	12'-0" x 12'-0"
5	12'-0" x 12'-0"	12'-0" x 12'-0"

First Mutual  
Properties  
Limited  
Lawlons  
Sackville Drive  
Sackville, NS

Main Floor Plan

**Attachment B**  
Public Information Meeting Minutes

**Public Information Meeting**  
**Case 16334**  
**September 20, 2010**

In attendance: Deputy Mayor Johns  
Councillor Harvey  
Tyson Simms, Planner, Planning Applications  
Jacqueline Belisle, Planner, Planning Applications  
Alden Thurston, Planning Technician  
Gail Harnish, Planning Services  
Cesar Saleh, WM Fares

**Call to order, purpose of meeting**

**Mr. Tyson Simms** called the public information meeting (PIM) to order at approximately 7:00 p.m. at the Sackville Library. Tonight's PIM pertains to a proposed Lawtons Drug Store/medical clinic at 651 Sackville Drive. The purpose of the meeting is to provide some information and get feedback, comments and questions from members of the public. No decisions will be made at tonight's meeting. Any decisions would be made at a later date by North West Community Council.

**Overview of planning process**

Mr. Simms advised the property is designated and zoned Pedestrian Retail. The zoning permits a variety of commercial and institutional uses. In the event a proposed use is in excess of 5,000 square feet, a development agreement is required. In this instance, the proposal is for a structure larger than 5,000 square feet so we are going through the development agreement process.

Things to be considered in considering the application are outlined in Policy PR-4 of the Municipal Planning Strategy (MPS):

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commercial uses are limited to those permitted by the zone  
no new drive-thru function is proposed  
that the primary façade facing Sackville Drive does not exceed 40' in width  
there should be safe and comfortable pedestrian internal site movement  
outdoor pedestrian facilities are to be provided  
that existing significant vegetation stands are retained where possible  
consideration of general planning concerns.

Mr. Simms reviewed the development agreement process using a flow chart:

an application was received  
we are now holding the PIM  
staff will prepare a report and draft a development agreement  
the application will go to the Halifax Watershed Advisory Board for consideration because the site is in close proximity to the Little Sackville River  
the staff report will be tabled with the North West Planning Advisory Committee, who will make their recommendation to North West Community Council  
Community Council will consider whether or not to schedule a public hearing  
if they proceed, a public hearing is held  
there is a fourteen day appeal period

Mr. Simms reviewed the site information:

the property is 651 Sackville Drive  
the application encompasses two properties  
existing commercial uses on the site include the Downsview Motel, a quansit hut, a tae kwon do, a laundromat, a smoke shop, and an automotive repair business  
the property is in close proximity to the Little Sackville River

Mr. Simms provided an aerial shot of the site.

### **Presentation of Proposal**

**Mr. Cesar Saleh**, WM Fares, advised they are the applicant representing First Mutual Properties which is a commercial developer that has quite a few commercial projects around Halifax. This project is brought to you by Dora Construction who is building the proposed development. He provided background information on his company, WM Fares.

Mr. Saleh pointed out the boundaries of the site on the corner of Riverside Drive and Sackville Drive. The area in the black dotted line is where the project will take place. The structures on the site will be demolished and the only structure remaining will be the Wilsons' gas station. Currently there is a shared driveway with a common access on Sackville Drive where Wilsons is also accessed. The Downsview motel as well as some other structures on the site will be demolished to make way for the new Lawtons Drug Store.

Mr. Saleh displayed a site plan and pointed out the access points. He noted it would be a 13,600 square foot building with Lawtons Pharmacy on the main level and the medical clinic on the second level. The parking on the site is sufficient.

Mr. Saleh proceeded to present the proposal:

- the site is close to 2 acres
- the building size is 13,600 square feet over two levels

- the lot coverage of the building is 16%
- the height of the building is 32'
- they are proposing 92 parking spots on the site which is sufficient to satisfy the requirements of
- the proposed use
- they have maintained 31' between this edge (pointed out) and the property line. They recognized there is quite a bit of natural vegetation and a retaining wall so they tried to push the building as close as possible to maintain the natural vegetation as a buffer between the proposed building and the adjacent property.
- in terms of landscaping, they are able to provide 17,000 square feet of green area on the site.
- 20% of the site is supposed to be green.
- there is a green buffer along Riverside Drive
- there is a shared access between Wilsons and the proposed Lawtons store, and there is another access on Riverside Drive
- he pointed out an access to a loading zone. Typically they only have large deliveries four to five times a year. Most of their deliveries arrive in cargo vans on a weekly basis. 8 a.m. to 4 p.m. is the scheduled delivery time.
- there is bike and handicapped spots

Mr. Saleh displayed a plan showing the ground level which is consumed by a Lawtons store. The second floor plan is proposed for medical offices and it has the same footprint. He pointed out two access points between the upstairs and downstairs. There is an entrance in the front and an entrance at the back for fire purposes.

Mr. Saleh displayed a plan showing the front elevation fronting on Sackville Drive. They are showing coloured concrete tilt up panels, cultured stone and composite material, which are high quality building products.

Mr. Saleh also displayed plans showing the left, right and rear elevations, noting they are using the same quality of materials on all four sides of the building.

Mr. Saleh displayed a 3D colour rendering from Sackville Drive looking inbound. There is sufficient lighting on the building and there is lighting on the side.

Mr. Saleh reviewed the merits of their proposal:

- the proposed commercial use is compatible with adjacent commercial, specifically in terms of mass and scale
- the building height is 32'
- the building coverage is 16% of the land
- the building materials are of superior quality
- the Lawtons name, which is an integral part of the Sobeys enterprise, has been in operation since 1907. It is important for the business community to know that Sobeys and Lawtons have strong faith in the business community on Sackville Drive. They see that as a good opportunity for investment.

- they also play an important role in the health and well being of their respective community. They recently donated \$500,000 to the Brigadoon Children's Society. They employ people and are interested in the well being of the community they serve.

**Mr. Paul Newman** asked if there was a connection between the entrances on Riverside Drive and Sackville Drive.

Mr. Saleh confirmed a vehicle could move from one parking lot to the next, but it is not something that is encouraged. He pointed out the loading zone. It is intended that people drive in and park and then drive out on Riverside Drive.

**Mr. Neil Crowell** indicated everybody would have to turn right. It is very difficult to get across the street.

Mr. Simms advised the applicant is required to provide a traffic impact statement at the very least. Our Development Engineer will review that to make sure many of the traffic concerns can be addressed. A traffic impact statement has been submitted. Our Development Engineer has had a preliminary review of that but his findings are that the majority of traffic will exit this site from Riverside Drive and use the light to move forward onto Sackville Drive. We will look at that closely in the next step.

Mr. Saleh advised there would be hatching on the pavement indicating they are not allowed to park there.

It was noted there is always a line up going into Wilsons. Mr. Saleh advised the driveway as it now exists will continue to exist as it is.

**Deputy Mayor Johns** noted it was being suggested that perhaps there is an opportunity to fix the problem that now exists around Wilsons through this development. Maybe there is an opportunity to come out onto Riverside Drive.

Mr. Simms responded the Development Engineer has made some comment in his preliminary analysis which will be taken into consideration. In his review, the Development Engineer may make suggestions, such as perhaps directional signage.

**Councillor Harvey** noted there is a concern in terms of access and egress at Wilsons. He asked for confirmation cars could still exit where they now exit. It was confirmed that is still a driveway, and that there would still be the shared driveway on the other side.

Mr. Saleh indicated people will try to access Sackville Drive off of Riverside Drive on a controlled access.

Councillor Harvey indicated he was glad to see the vegetation at the back would be maintained, as that is important to the residents. There is quite a bit of difference in elevation as well.

Mr. Saleh noted they originally had the retaining wall close to the property line but staff recommended the vegetation was important so they pulled back 31' from the property line to maintain the vegetation on the adjacent property and what spills onto their property.

Mr. Simms advised that is a specific requirement of the MPS policy.

**Mr. Newman** questioned how high they could go. Councillor Harvey responded 50' above the grade of the road.

Mr. Saleh advised the proposed height of the two storey building will be 32'.

Mr. Newman questioned when the project would start.

Mr. Saleh responded as soon as possible. The Lawtons group is very anxious to proceed.

Mr. Simms advised the process for these projects can typically take about six to eight months. We are now at the PIM, so hopefully we will be at the end of the process in four to six months time.

Mr. Saleh noted once they received approvals, the demolition would begin and then construction would begin right away.

**Mr. Crowell** asked how long it would take to complete the construction.

Mr. Saleh responded typically four to six months. The Lawtons group has 75 stores in Atlantic Canada so they know what they are doing and they can put up these buildings quite quickly.

**Mr. Newman** asked what the life expectancy of the building would be.

Mr. Saleh responded he was not sure. The quality of construction and the way they are maintained is quite impressive. This is a long term investment.

**Mr. Walter Regan** noted that was traditionally a wet area and asked if there was any chance of putting a wetland back. Mr. Saleh responded no.

Mr. Simms noted this application is subject to review by Halifax Watershed Advisory Board (HWAB).

Mr. Regan asked if an oil and grit separator would be installed. Mr. Simms noted that is something that would be discussed when it goes to HWAB.

Mr. Regan noted there is sewage overflows in heavy rains, and asked if it was possible to have sewage retained onsite. Mr. Simms noted that would be discussed by HWAB. We will look to HWAB to provide comments in terms of protecting the Little Sackville River, and then we will review which comments they can proceed with.



Mr. Saleh advised there would be a storm treatment unit on the site.

Mr. Regan indicated stormwater was a problem for the Little Sackville River, and asked if it was possible to have stormwater retention there. Mr. Simms advised a stormwater management plan has been provided which will be reviewed by HWAB.

Mr. Regan asked if there would be bonding to prevent siltation. Mr. Simms responded there are standard clauses in the development agreement that require bonding, but was not sure they can require bonding for this.

Mr. Regan questioned if they needed 92 parking spaces. Mr. Simms responded the Development Officer had the same question. Based on the fact that there are two floors and one of them being a medical clinic, the calculation for parking is quite close to the number that is proposed. They will review that again as part of the internal review.

Mr. Regan questioned if the building would be built to LEED standards. Mr. Saleh responded it is still too early in the process to know.

Mr. Regan questioned if the building would have a green roof. Mr. Saleh responded no.

Mr. Regan asked if they would follow the streetscape regulations.

Mr. Simms advised the streetscape requirements of the Sackville Drive Secondary Planning Strategy would be followed. A development agreement does allow some flexibility.

Mr. Regan indicated there is some shortcutting on Sackville Drive, and felt this site may encourage more of that. Mr. Simms advised this is subject to a more intensive review as we move forward, and the Development Engineer will look at that.

Mr. Regan asked if there would be street trees, particularly along Sackville Drive.

Mr. Saleh responded that because of the traffic and the required visibility, they were advised to keep their vegetation low for safety reasons. There would be trees on Riverside Drive but they were asked to keep the vegetation low at the two corners so as not to obstruct traffic.

Mr. Regan asked if it was possible to put a turning lane onto Riverside Drive from Sackville Drive. Mr. Simms responded he was not certain.

Mr. Regan stated he was very impressed with the amount of green.

Mr. Regan asked for confirmation they are going to install lighted parking. It was responded yes.

Mr. Regan asked them to elaborate on the retention wall.

Mr. Saleh indicated they would look at the type of retaining wall as part of the development agreement process. Lawtons and Sobeys typically have good buildings and good products so that is something they can look into to make sure that whatever is put there is of a certain quality.

Mr. Regan stated he was very disappointed with the one on Cobequid Road which was a moonscape. There is hardly any landscaping.

Mr. Saleh indicated they pulled the retaining wall away from the edge of the property line because of the difference in elevation and they wanted to maintain the natural vegetation.

Mr. Regan asked if it was possible as part of this development to have no left hand turns coming out of the gas station and only allow right hand turns.

Mr. Saleh responded we have no ability to restrict Wilsons on their own access. The only agreement they have is to share an existing driveway. There are two distinct property owners.

Mr. Regan commented they are tearing down the only hotel in Sackville and asked if they could put another one in Sackville. Mr. Saleh responded he was not sure the need is there.

Mr. Regan indicated they hoped to soon have the culverts upgraded, and questioned if they could complement one another. Mr. Saleh indicated it would be good for both parties if the times are made available and they can see if that work can be coordinated.

Mr. Regan referenced the left hand side of the building on Riverside Drive and asked if there was any way to beautify it with a mural. Many people in Sackville are complaining about the white wall by the Canadian Tire.

Mr. Saleh responded that is possible, and pointed out that is where the new vegetation would take place. They did add some more windows and architecture on that side.

Mr. Simms indicated that was raised by the Development Officer during the preliminary review. The architectural requirements along Sackville Drive will apply. Since we have a corner lot, the façade facing Riverside Drive should be treated as best as you can as a primary façade.

Mr. Regan asked if there was any way they could control short-cutting. Mr. Saleh noted that is something they will look at.

Councillor Harvey noted the parking lot next to Wilsons was substantially below grade and asked if that would be built up. It was responded yes, noting it would match the street level of Sackville Drive.

## **Adjournment**

The meeting adjourned at approximately 8:00 p.m.

**Attachment C**  
Halifax Watershed Advisory Board Summary Recommendation

7.1 Case 16334: Development Agreement for 651 Sackville Drive, Sackville

A memorandum dated October 5, 2010 prepared by Mr. Tyson Simms, Planner, was circulated.

Mr. Simms provided a presentation on the Agreement and circulated enlarged site maps. The Board entered into a discussion with Mr. Simms responding to questions. Mr. Ray Landrey, Site Designer, and Mr. Cesar Saleh, P.Eng, were present on behalf of the applicant and also provided additional information to the Board on storm water management, waste water disposal, oil/grit separators, the retaining wall, landscaping and the applicable parking ratio. Mr. Landrey and Mr. Saleh retired from the meeting at 7:25 p.m.

The Board stated that they wished to commend the applicant on the proposed landscaping and the design of the oil/grit separator. Board members noted that while there are no watercourses on the site, the site is located close to the Little Sackville River. Members emphasized concern about storm water run-off and waste water disposal. The Board then concluded its discussion and agreed to put forward the following recommendations with regard to this application:

MOVED by Mr. Ripley, seconded by Mr. Regan, that HWAB recommend that:

1. Copies of the monitoring and maintenance records of the oil-grit separator be forwarded to the Board for review.
2. Provision be made to retain storm water on site for 24 hours, possibly by installing underground storm-water retention tanks.
3. On-site sewage holding tanks be installed to alleviate the local problem of storm water infiltrating the sewer system which, when full, overflows into Little Sackville River and the Sackville River.
4. The retaining wall at the rear of the property be stepped out or otherwise designed to allow for vegetative growth.
5. Because of previous quarry and industrial uses of this site, the soil be tested for possible contaminants.
6. The building be designed to LEED standards as regards rainwater collection on the roof and grey water re-use, if possible.
7. Prior to any demolition of foundations or site regrading, a Soil Erosion and Sedimentation Control Plan be put in place.

MOTION PUT AND PASSED

**Attachment D**  
Excerpts from the Sackville Drive SPS

**5.3.3 Limit Large Scale Buildings and Strip Malls**

The existing mix of small, medium and large scale retail uses, including strip malls, have made the facilitation of a comfortable pedestrian realm difficult. Specifically, varying building scales, wide lot widths, long lot frontages and building setbacks, have discouraged pedestrians from easily and comfortably walking from business to business. Consequently, a dependence on private automobiles has been reinforced.

To foster a pedestrian oriented retail environment, large scale uses, which include uses with building footprints of 5,000 square feet or greater, should be discouraged from locating in this area. However, because developments such as strip malls, which tend to be large in scale, and often exceed 5,000 square feet, are an integral component of the retail fabric along Sackville Drive, limited application of such uses may be considered. In consideration of new large scale uses, buildings should be designed to replicate and reinforce a pedestrian oriented scale and should complement or enhance the overall functionality of the Pedestrian Retail designation.

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:

- (a) that commercial uses are limited to those permitted within the Pedestrian Retail Zone;
- (b) that no new drive-thru function is proposed;
- (c) that the primary façade(s) of the new buildings facing Sackville Drive does not exceed 40 feet in width;
- (d) that any addition to an existing building would not increase the primary façade(s) facing Sackville Drive beyond 40 feet in width;
- (e) that safe and comfortable pedestrian internal site movement is provided;
- (f) that outdoor pedestrian facilities, such as seating, lighting, water features, orientation signs, and kiosks, are provided;
- (g) that existing significant vegetation stands are retained, where possible; and
- (h) Policy I-5.

Policy I-5

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

- (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;
- (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;
  - (ii) the adequacy of sewer and water services;
  - (iii) the adequacy or proximity of school, recreation and other community facilities;
  - (iv) the adequacy of road networks leading or next to, or within the development; and
  - (v) the potential for damage to or for destruction of designated historic buildings and sites.
- (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;
  - (ii) height, bulk and lot coverage of any proposed building;
  - (iii) traffic generation, access to and egress from the site, and parking;
  - (iv) open storage;
  - (v) maintenance; and
  - (vi) any other relevant matter of planning concern.

**Attachment E**  
Excerpts from the Sackville Drive LUB

**Part 12:**  
**PEDESTRIAN RETAIL (PR) ZONE**

**Permitted Uses**

1. No development permit shall be issued in any PR (Pedestrian Retail) Zone except for the following:

Commercial Uses

- Retail Stores
- Food Stores
- Offices
- Service and Personal Service Shops
- **Health and Wellness Centres (NWCC-May26/05;E-May28/05)**
- Banks and Financial Institutions
- Restaurants (full service and take-out)
- Commercial Entertainment Uses a maximum of 232.3 m<sup>2</sup> (2,500 ft<sup>2</sup>) (NWCC-Sep 25/08;E-Oct 11/08) devoted to public use
- **All Age/Teen Club (NWCC-May26/05;E-May28/05)**
- Funeral Parlours and undertaker establishments
- Bakeries/Café's
- Bed and Breakfast
- Guest Home
- Strip Mall/Shopping Plaza
- **Motels, Hotels (NWCC-May26/05;E-May28/05)**
- **Automotive Repair Outlets within the area identified on Schedule E (RC-Sep5/06;E-Oct7/06)**
- **Outdoor Display Courts within the area identified on Schedule E (RC-Sep5/06;E-Oct7/06)**
- **Automotive Repair Outlet at 651 Sackville Drive (PID #40003527) (RC-Apr12/05;E-May7/05)**
- Existing Commercial Recreation
- Existing Equipment Rental
- Existing Recycling Depots
- Existing Automotive Service Stations
- Existing Automotive Repair Outlets
- Existing Outdoor Display Courts
- Existing Car Wash
- Existing Restaurants (drive-thru)
- Existing welding, plumbing and heating, electrical, automotive, other special trade contracting services & shops

Institutional and Community Uses

- Educational Institutions (including commercial schools)
- Denominational Institutions excluding Cemeteries

- **Day Care Facilities (RC-Mar 3/09;E-Mar 21/09)**
- Civic Buildings including but not limited to public office, post office, visitor information centre, fire station, police station, library, museum, and gallery• Medical, Veterinary and Health Service Clinics; outdoor kennels associated with veterinary clinics are prohibited
- Community/Recreational Centre
- Community Parkland and Facility uses

#### Residential Uses

- Existing Single Unit Dwellings
- Existing Two Unit (detached and semi-detached) Dwellings
- **One and Two Dwelling Units in Conjunction With a Commercial Use (RC-Apr12/05;E-May7/05)**
- Multiple Unit Dwellings
- Seniors Residential Care
- Residential Care Facility

#### **Uses Permitted by Development Agreement**

2. Notwithstanding the provisions of Section 12 (1), in any PR Zone, no development permit shall be issued for a new commercial buildings or structures with a footprint greater than 5,000 square feet (464.5 m<sup>2</sup>), or any expansion to a building or structure which currently exceed a footprint of 5,000 square feet (464.5 m<sup>2</sup>), or any proposed expansion to an existing commercial building or structure which would result in a total building footprint greater than 5,000 square feet (464.5 m<sup>2</sup>) on any PR zoned lot and shall only be considered by development agreement in accordance with the provisions of the Municipal Government Act.