

North West Community Council
September 27, 2012

TO: Chair and Members of North West Community Council

SUBMITTED BY:



Ann Merritt, Chair, North West Planning Advisory Committee

DATE: September 5, 2012

SUBJECT: **Case 16416: Development Agreement for a Multiple Unit Dwelling exceeding 50ft in height at 249 Sackville Drive, Sackville.**

ORIGIN

North West Planning Advisory Committee Meeting – September 5, 2012.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement as provided in Attachment A of the staff report dated August 8, 2012 and schedule a public hearing.
2. Approve the proposed development agreement as provided in Attachment A of staff report dated August 8, 2012 at 249 Sackville Drive, Sackville.
3. Require the agreement be signed by the property owner within 365 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 of September 5, 2012 the Committee reviewed and discussed the proposal to amendment as set out in Attachment A of the staff report dated August 8, 2012.

BUDGET IMPLICATIONS

There are no budget implications.

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 staff's report dated August 8, 2012.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement set out in Attachment A of the staff report dated August 8, 2012. This is the recommendation of staff for reasons set out in this report.
2. Council may choose to approve the proposed development subject to modifications. This may necessitate further negotiations with the Developer and a second public hearing.
3. Council may choose to refuse the proposed development agreement set out in Attachment A of the staff report dated August 8, 2012, and in doing so, must identify conflict(s) with MPS policy.

ATTACHMENTS

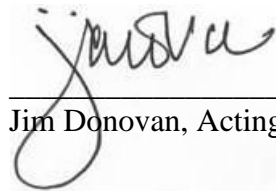
Staff report dated August 8, 2012

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.

**North West Planning Advisory Committee
September 5, 2012**

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY:



Jim Donovan, Acting Director of Community and Recreation Services

DATE: August 8, 2012

SUBJECT: **Case 16416: Development Agreement for a Multiple Unit Dwelling exceeding 50ft in height at 249 Sackville Drive, Sackville.**

ORIGIN

Application by Whimsical Lake Developments Limited

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 of this report and schedule a public hearing.
2. Approve the proposed development agreement as provided in Attachment A of this report at 249 Sackville Drive, Sackville.
3. Require the agreement be signed by the property owner within 365 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

Within all designations of the Sackville Drive Secondary Planning Strategy (SPS), buildings over 15.24 meters (50 feet) in height above established grade shall only be considered by development agreement. The proposed building has a total height of approximately 18.28 meters (60 feet). Therefore, the proposal is subject to the development agreement process as prescribed under Policy SS-4(a) of the SPS and requires approval by North West Community Council.

Proposal

The applicant, Whimsical Lake Developments Limited, is seeking to construct a multiple unit dwelling at 249 Sackville Drive, Sackville. As proposed, the multiple unit dwelling consists of:

- 72 units (48 two bedroom and 24 one bedroom units);
- A total building footprint of 1,811.6 square meters (19,500 square feet); and
- A total building height of 18.2 meters (60 feet) and 4 stories.

Designation and Zoning

The subject property is divided by two Planning Strategies; the Sackville Drive SPS and the Sackville Municipal Planning Strategy (MPS). A small portion of the property to the north is located within the Sackville MPS. It is designated Urban Residential and zoned R-1 (Single Unit Dwelling) under the Sackville LUB (Maps 1 and 2). The majority of the subject property is located within the Sackville Drive SPS. It is designated Pinehill-Cobequid and zoned PC (Pinehill-Cobequid) under the Sackville Drive Land Use By-law (LUB).

Boundary of Development Agreement

The enabling Policy SS-4(a) is provided under the Sackville Drive SPS, it is not provided as a policy option under the Sackville MPS. Therefore, the boundary of the proposed development agreement excludes the small portion of land located within the Sackville MPS and contains only lands located within the Sackville Drive SPS where the enabling policy is applicable. A review of Policy SS-4(a) is provided as Attachment B.

DISCUSSION

The Pinehill-Cobequid designation encourages new residential opportunities and a greater balance between residential and commercial uses while maintaining the overall low density appearance of Sackville Drive, between Pinehill Drive and Cobequid Road. The SPS recognizes that the majority of new building activity is occurring in this area and that maintaining the low density appearance of the area will become increasingly difficult. Controls on building scale and bulk have been established in the development agreement to reinforce a sense of human scale and to enhance the existing low density appearance. These controls include lot provisions such as maximum lot coverage, height and setbacks, architectural and landscaping requirements (Attachment A).

As the proposed building exceeds 15.25 meters (50 feet) in total height, a development agreement is required. Policy SS-4 (a) of the Sackville Drive SPS provides the criteria under which Council may consider a development agreement for the property (Attachment B). Staff

reviewed the proposal and have determined that it is consistent with the relevant plan policies. During the review process, the following issues were identified by staff for discussion:

Compatibility with Adjacent Development

Lands to the north and northeast of the subject property are primarily developed with single unit and two unit dwellings. To the south, southwest and southeast of the subject property is the commercial development along Sackville Drive which includes Payzant's Home Hardware, Canadian Tire Gas Bar and an Outdoor Display Court (Used Car Lot). The total height of the proposed multiple unit dwelling, including the landscaped parking podium, is four stories in height which is taller than the surrounding residential development. However, the Sackville Drive SPS does encourage medium rise building form and the Pinehill-Cobequid zone permits multiple unit dwellings. Further, the zone permits a variety of medium to large scale commercial uses through an as-of-right process. Staff's position is the proposed multiple unit dwelling serves as an appropriate use of the lands and serves as an effective transition between adjacent large scale commercial development (i.e. Payzant's Home Hardware and Canadian Tire Gas Bar) along Sackville Drive to existing low density residential development located along Hillcrest Avenue.

Impact on the Surrounding Built Form and Land Uses

In accordance with the requirements of Policy SS-4 (a), the proposed development agreement contains provisions to limit potential impact on neighbouring residential development. As per the requirements of the development agreement (Attachment A), the proposed multiple unit dwelling shall maintain appropriate setback distances from adjacent residential properties. Provisions have been placed in the agreement to encourage the retention of existing mature native vegetation on the lands and to ensure that adequate landscaping and buffering is provided along property lines which abut residentially zoned property. Further, the permitted as-of-right height is 15.25 meters (50 feet) and the proposed building is only an additional 3.05 meters (10 feet). Therefore, the impact on surrounding properties is minimal and the proposed building is in keeping with the scale and built form that is permitted as-of-right.

Microclimate Issues related to Development

Staff reviewed the proposal against potential microclimate issues such as wind and shadowing. The applicant submitted a wind impact statement which concludes that the impact of the proposed development is expected to be negligible on adjacent properties. The statement concludes that the proposed building, at a total height of four stories, is not tall enough to create adverse wind effects on the subject and adjacent properties. Further, wind control measures have been incorporated into the building design through the provision articulated facades which serve to reduce and break up the amount uninterrupted wall presented to the wind.

The applicant has also provided a shadow study which concludes that shadows generated from the subject development will have minimal effect on adjacent properties in comparison to the existing mature vegetative buffer located along the north portion of the property. Provisions have been included in the development agreement to ensure the existing vegetative buffer is reinstated in the event portions of the buffer are removed through construction of the building (Attachment A).

Access and Traffic Generation

Throughout the development agreement process, members of the public have expressed concern regarding the potential for driveway access to the proposed development from Hillcrest Avenue. The portion of the subject property fronting on Hillcrest Avenue is subject to the Sackville MPS. As such, this small portion of the Lands is subject to separate plan policy and therefore has not been considered part of this application, nor is it subject to the development agreement. Therefore, access and use of the subject lands fronting Hillcrest Avenue is not enabled by the attached development agreement and use of the lands is restricted to the as-of-right abilities granted under the Sackville MPS, which is the R-1 (Single Unit Dwelling) zone.

At the public information meeting, residents expressed concern regarding the potential impact this proposal may have on traffic along Sackville Drive. The applicant submitted a traffic impact statement which concludes that the volume of traffic generated by the proposed residential development should not have a significant impact on the performance of Sackville Drive. The conclusions of the statement are supported by HRM staff.

Environmental Controls

Questions were raised regarding on-site water retention measures. Under the proposed development agreement, the Developer is required to submit a complete Storm Water Management Plan prior to issuance of an Occupancy Permit. Concern was expressed relative to the existence of pyritic slate in the area, therefore the proposed development agreement requires the Developer to follow provincial regulations if pyritic slate is found (Attachment A).

Extended Time for Signing of Agreement

The proposed development agreement includes lands which are subject to a land sale (portion of 257 Sackville Drive, Sackville) as illustrated on Map 3 of this report. The agreement assumes that the land transfer is complete. To account for any potential delay in the proposed transfer of land, staff included an extended time frame for the signing of the development agreement. Typically, 120 days is allotted for the signing of a development agreement; staff is suggesting 365 days. In the event the applicant is unable to acquire the lands as shown on Map 3 and the allotted time for signing has expired, any approval granted by Community Council will be void and obligations arising hereunder shall be at an end.

Conclusion

The proposed multiple unit dwelling is a permitted use in the applied PC (Pinehill-Cobequid) zone and the consideration of a development agreement is necessary for an additional 3.05 metres (10 feet) in height of the proposed multiple unit dwelling. It is the opinion of staff that the proposed development satisfies the requirements of Policy SS-4(a), is in keeping with the intent of the Sackville Drive SPS, and the impact of the additional height of the proposed development is minimal. For the reasons outlined in this report, staff is recommending approval of the attached 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 proposed 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 October 27, 2010 (see Attachment C for minutes). Notices of the Public Information Meeting were posted on the HRM website, in the newspaper, and mailed to property owners within the notification area as shown on Map 2. In addition to the Public Information Meeting, staff also consulted with members of the public via an information notice on January 4, 2012.

A public hearing has to be held by Council before they can consider approval of a development agreement. 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 shown on Map 2 will be notified of the hearing by regular mail.

The proposed development agreement will potentially impact local residents and property owners on Hillcrest Avenue, Sackville Drive and adjacent residential and commercial uses.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant environmental policies contained in the SPS. Please refer to the discussion section and Attachment B for further information.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement set out in Attachment A of this report. This is the recommendation of staff for reasons set out in this report.

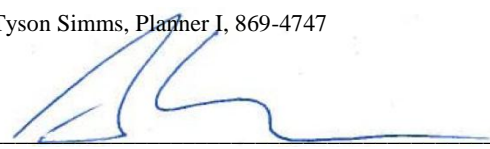
2. Council may choose to approve the proposed development subject to modifications. This may necessitate further negotiations with the Developer and a second public hearing.
3. Council may choose to refuse the proposed development agreement set out in Attachment A, and in doing so, must identify conflict(s) with MPS policy.

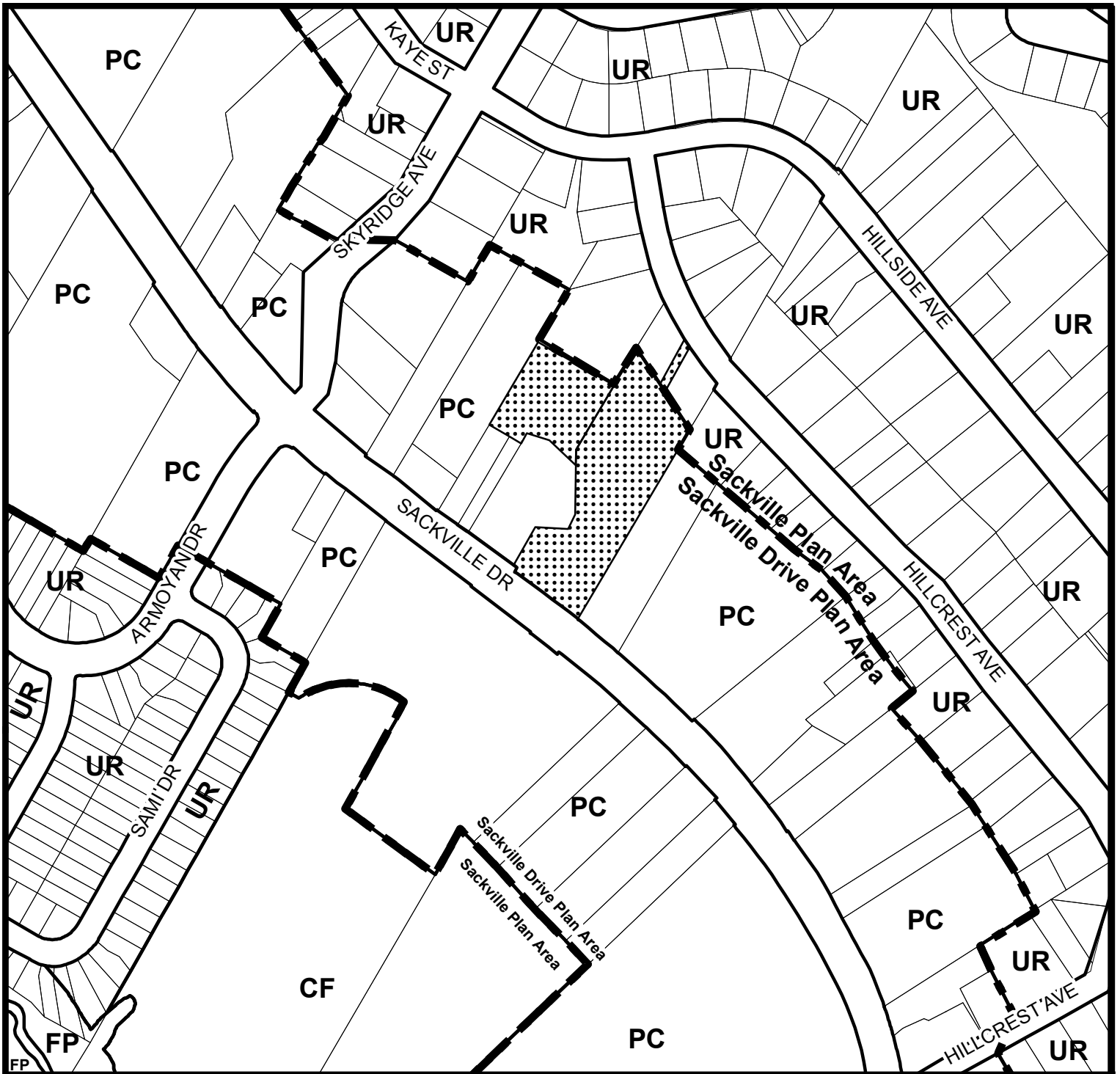
ATTACHMENTS

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|--------------|--|
| Map 1 | Generalized Future Land Use |
| Map 2 | Zoning |
| Map 3 | Areas of Land Transfer |
| Attachment A | Proposed Development Agreement |
| Attachment B | Policy Review – Excerpt from the Sackville Drive SPS |
| Attachment C | Minutes from the October 27, 2010 Public Information Meeting |

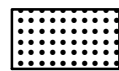
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Report Prepared by: Tyson Simms, Planner I, 869-4747

Report Approved by: 
Sean Audas, Acting Manager, Development Approvals, 490-4402



**Map 1
Generalized Future Land Use**



Subject Property



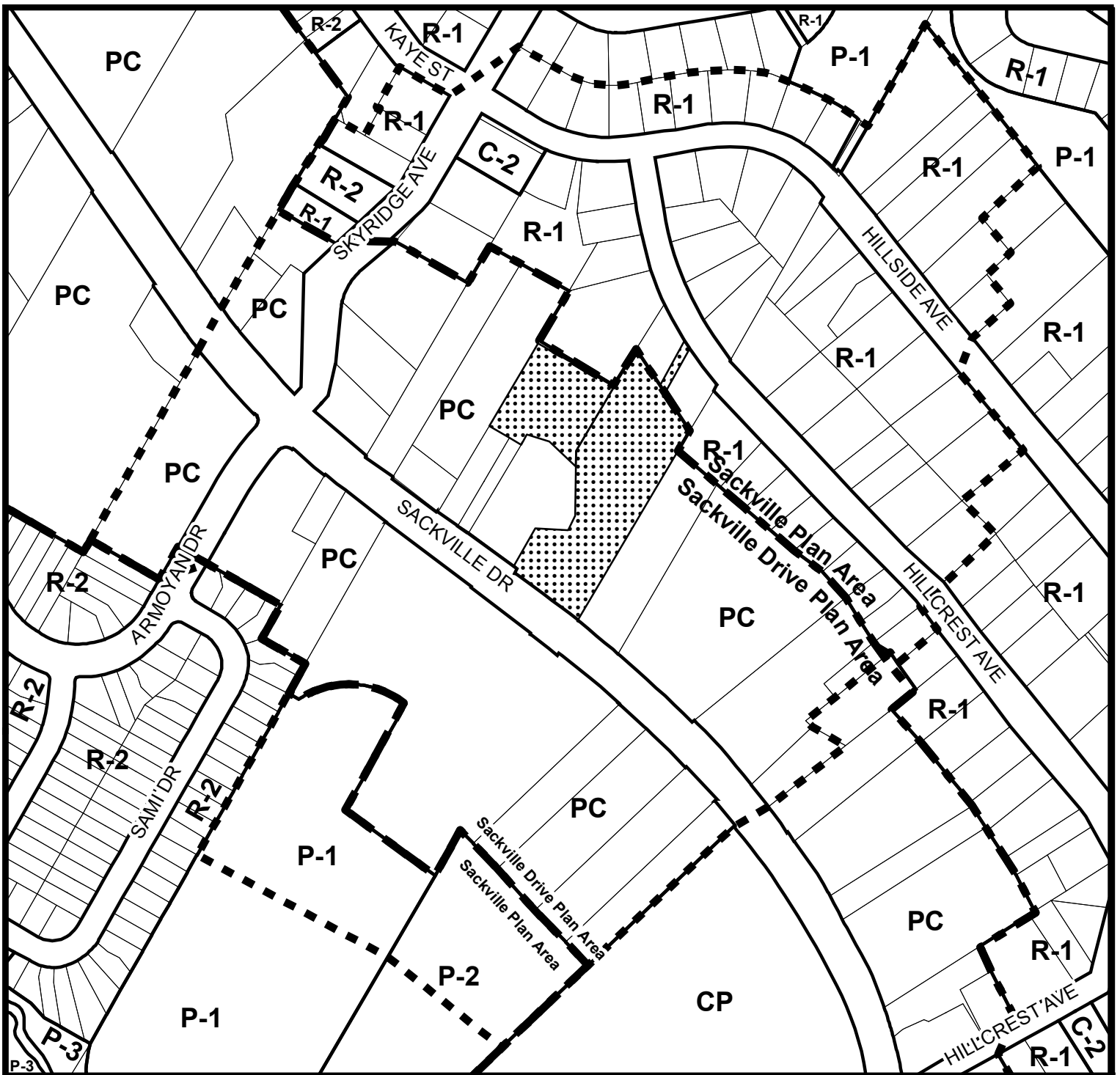
Sackville Plan Area

- UR Urban Residential Designation
- FP Floodplain Designation
- CF Community Facility Designation

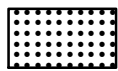
Sackville Drive Secondary Plan Area

- PC Pinehill / Cobequid Designation





**Map 2
Zoning**



Subject Property



Notification Area



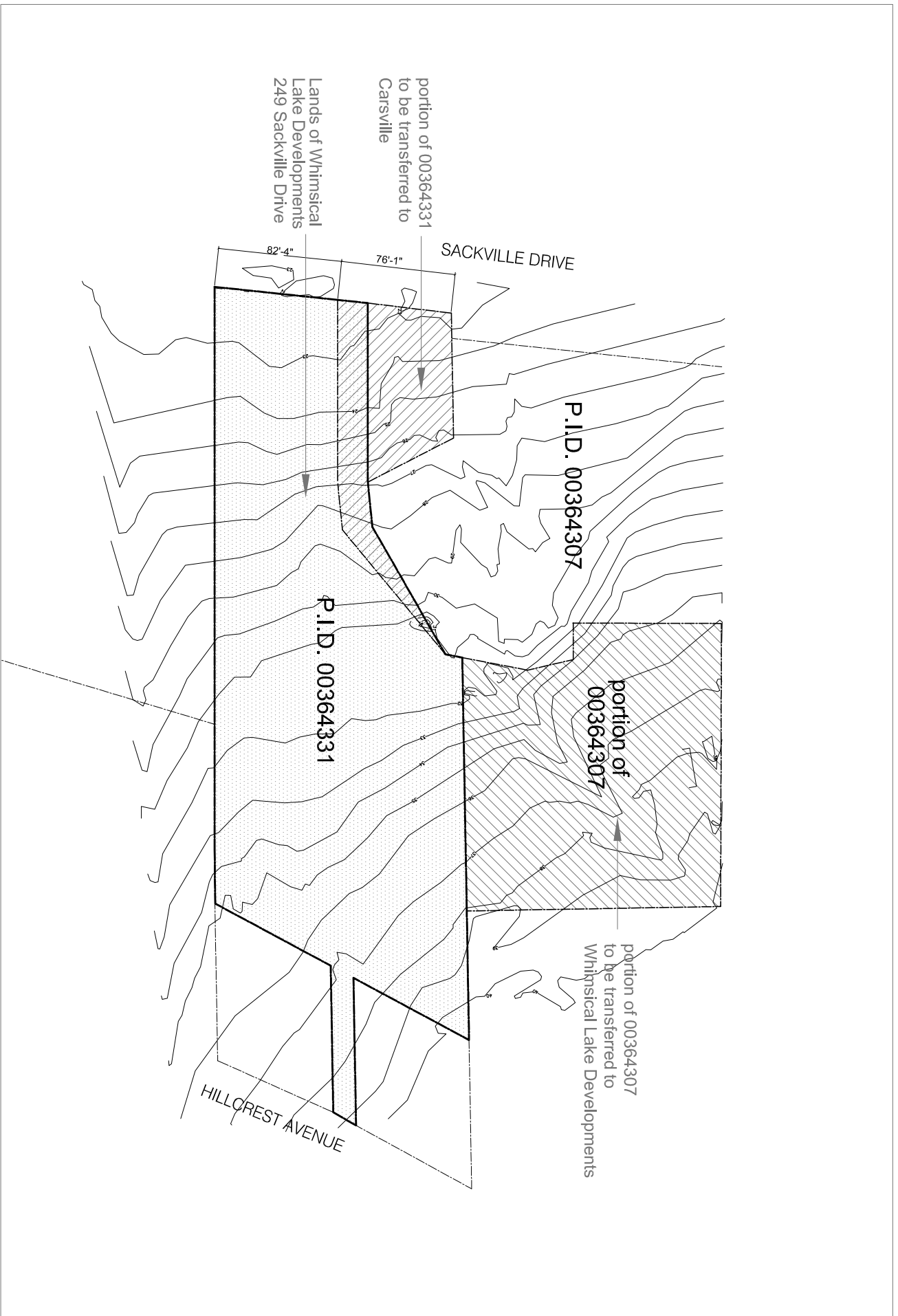
Sackville Plan Area

- R-1 Single Unit Dwelling Zone
- R-2 Two Unit Dwelling Zone
- C-2 Community Commercial Zone
- P-1 Open Space Zone
- P-2 Community Facility Zone
- P-3 Floodplain Zone

Sackville Drive Secondary Plan Area

- PC Pinehill / Cobequid Zone
- CP Community Parkland and Facilities Zone





PROPOSED RESIDENTIAL DEVELOPMENT

249 SACKVILLE DRIVE, LOWER SACKVILLE N.S.

KASSNER/GOODSPEED ARCHITECTS

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

Case 16416
 Map 3 - Areas of Land Transfer

Aug 03, 2012

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.

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- (a) “Certified Arborist” means a professional, full member in good standing with the International Society of Arboriculture;
- (b) “Established Grade” means the average elevation of the finished surface of the ground where it meets the exterior of such a building.
- (c) “Height” means the vertical distance of a building between established grade and the highest point of the roof surface.
- (d) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Subdivision of the Lands

Any subdivision of the Lands shall require an amendment to this Agreement and shall meet the requirements of the applicable Land Use By-law and Subdivision By-law.

3.2 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 16416:

- Schedule A Legal Description of the Lands
- Schedule B Site Plan - Plan Number 16416-01
- Schedule C Building Elevations – Plan Number 16416-02
- Schedule D Building Elevations – Plan Number 16416-03

3.3 Requirements Prior to Approval

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

- (a) Written confirmation and photograph demonstrating the existing buildings/structures on the Lands have been removed;
- (b) A Landscaping Plan as required pursuant to this Agreement;
- (c) An Erosion and Sedimentation Control Plan as required pursuant to this Agreement;
- (d) A Stormwater Management Plan as required pursuant to this Agreement, and;
- (e) A Lighting plan as required pursuant to this Agreement.

3.3.2 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 Lighting Plan
- (c) Written confirmation from a Professional Engineer which the Development Officer may accept as sufficient record of compliance with the Stormwater Management Plan.

3.3.3 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.

3.4 General Description of Land Use

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

- (a) One multiple unit dwelling with a maximum of 72 units;
- (b) The unit count for the multiple unit dwelling shall consist of the following:
 - 1) 48 two bedroom units, and;
 - 2) 24 one bedroom units.
- (c) The Developer shall be entitled to modify the internal floor plans and the configuration of internal units provided (a) the number of units and building size has not increased, (b) the exterior appearance of the building is not significantly altered, and; (c) the required amenity space is not decreased. For the purpose of determining bedrooms, one bedroom plus a den /office shall be considered to be a two bedroom unit, two bedroom plus a den/office shall be considered to be a three bedroom unit and so on.

3.5 Siting and Architectural Requirements

Siting

3.5.1 The multiple unit dwelling's siting, bulk and scale shall comply with Schedules B, C and D and the following:

- (a) The maximum lot coverage of the dwelling shall not exceed 40%;
- (b) The maximum height of the dwelling shall not exceed 18.2m (60 feet) and shall not include more than 4 stories, and;
- (c) The Development Officer may permit a 5% increase to the provisions identified in Section 3.5.1 provided the intent and all other specific provisions of this Agreement have been adhered to.

Architectural Requirements

3.5.2 The Developer agrees that the multiple unit dwelling shall comply with the provisions of this section and as illustrated on Schedules C and D of this Agreement.

Rear and side facades

3.5.3 The facades facing the east, west and north property lines shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

Blank Walls

3.5.4 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.) as identified on the Schedules C and D.

Exposed Building Foundation

3.5.5 Any exposed building foundation in excess of 0.6m (2 ft.) in height and 1.8m² (20 ft²) in total area shall be veneered with stone or brick. For the purpose of this agreement the proposed podium shall be considered part of the building foundation as shown on the Schedules.

Building Materials

3.5.6 Exterior siding materials of the multiple unit dwelling shall not include vinyl siding but may include any one or more of the following:

- clapboard;
- brick;
- cut stone masonry;
- random stone masonry;
- brick masonry veneer;
- architectural concrete;
- fibre cement cladding;
- verticle board and batten stained wood siding;
- stained wood shingles, or
- acceptable equivalent in the opinion of the Development Officer, except for vinyl siding.

Functional Elements

- 3.5.7 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.8 The multiple unit dwelling shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from any public street or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

Roof

- 3.5.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from adjacent properties and streets.

Solid Waste Facilities

- 3.5.10 The multiple unit dwelling 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 Official in consultation with Solid Waste Resources.
- 3.5.11 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 3.5.12 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 all of the refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

Changes Permitted by the Development Officer

- 3.5.13 The Development Officer may permit minor changes to the siting, architectural design of the building, lot lines, the reduction in scale and or size of the multiple unit dwelling and a reduction in the number of dwelling units identified on the Schedules provided the intent of the agreement is maintained.

3.6 Amenity Space Requirements

Amenity space shall be set aside for the visual improvement of the Lands. Amenity space shall not be used for buildings, structures, parking areas or driveways, and shall include areas of grass, flower beds, shrubbery, trees, balconies, sundecks and dedicated pedestrian walkways and landscaping. The amenity space shall be provided based on the following requirements:

- (a) 200 sq. ft. for each one bedroom unit;
- (b) 575 sq. ft. for each two bedroom unit;
- (c) 950 sq. ft. for each three bedroom unit, and
- (d) 1,325 sq. ft. for each unit containing four or more bedrooms.

3.7 Parking, Circulation and Access

- 3.7.1 The parking and driveway areas shall be sited as generally shown on Schedule B.
- 3.7.2 The parking area shall provide a minimum of 92 parking spaces, plus barrier free parking as per the National Building Code. Further, a minimum of forty percent of these parking spaces shall be provided in underground parking.
- 3.7.3 Parking shall not be permitted in the rear yard or required yard which immediately abuts a residentially zoned property.
- 3.7.4 Driveway access from Hillcrest Avenue shall not be permitted.
- 3.7.5 The parking area and driveways shall be finished with asphalt or acceptable equivalent in the opinion of the Development Officer.
- 3.7.6 The limits of the parking area and driveways for the multiple unit dwelling shall be defined with concrete curb.

Bicycle Parking/Storage

- 3.7.7 Bicycle parking shall be required in accordance with the requirements of the Sackville Drive Land Use By-law.

Pedestrian Walkway

- 3.7.8 A hard surfaced material walkway shall be required on the Lands as follows:
 - (a) The walkway shall be provided from the building entrance/exit to Sackville Drive, as shown on Schedule B, to encourage safe and comfortable pedestrian internal site movement;
 - (b) The walkway shall be a minimum width of 1.52 meters (5 feet);
 - (c) The walkway shall be hard surfaced with of any combination of poured in placed concrete, decorative interlocking precast concrete paver stones, or acceptable equivalent in the opinion of the Development Officer. Walkways shall not be surfaced or accentuated with asphalt or paint striping.

Changes permitted by the Development Officer

3.7.9 The Development Officer may permit minor changes to the layout of the driveway and siting of the parking area provided the intent of the agreement is maintained through consultation with the Development Engineer.

3.8 Landscaping

3.8.1 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.

Landscaping Plan

3.8.2 Prior to the issuance of a Development Permit for the multiple unit dwelling, the Developer shall provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Site Plan as shown on Schedule B.

Landscape Plan Details

3.8.3 Planting details for each type of plant material proposed on the plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety).

Podium Landscaping

3.8.4 A minimum of 10.2 cm (4 inches) of drainage gravel over the extent of the landscape podium plus an additional 20.3 cm (8 inches) of topsoil for sod and sufficient increases for shrubs and other vegetation shall be provided or an approved equivalent in the opinion of the Development Officer.

3.8.5 It is the responsibility of the developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on the podium.

Foundations

3.8.6 Foundation planting shall be provided in the form of upright shrubs and mulched planting beds or an approved equivalent in the opinion of the Development Officer. Such planting shall be provided along any portion of the exposed parking podium (above established grade) at a rate of one shrub or mulched planting bed for every 0.9 meters (3 feet).

Entrances

3.8.7 The site entrance shall be identified by decorative walls, and landscaping, or approved equivalent.

3.8.8 Decorative plantings, landscaping or walls shall be provided at the entrance to the building consisting of a combination of small decorative trees, shrubs and ground covers, or approved equivalent in the opinion of the Development Officer.

- 3.8.9 The Developer shall construct and locate a gazebo as shown on Schedule B of this agreement. The gazebo shall be accessible via the dedicated pedestrian walkway as required under Section 3.7.8 of this Agreement.

Buffering

- 3.8.10 Trees and shrubs, a minimum 75% of which shall be coniferous, shall be provided along areas identified on Schedule B as "Area A", for screening purposes prior to the issuance of the First Occupancy Permit. The percentage of coniferous trees and shrubs may be reduced if in the opinion of the Development Officer this reduction improves the visual screening of the building from the abutting residential uses. The Development Officer may permit existing vegetation in place of required planting provided it serves as an adequate buffer.

Screening

- 3.8.11 Electrical transformers shall be screened from Hillcrest Avenue and Sackville Drive and residential properties along the north, north-west and north eastern properties lines. These facilities shall be secured in accordance with the applicable approval agencies.
- 3.8.12 Any mechanical equipment and electrical equipment shall be screened from view by means of opaque fencing or masonry walls with suitable landscaping.

Retaining Walls/Terraced Landscaping

- 3.8.13 All proposed retaining walls or terraced landscaping shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent.
- 3.8.14 Upright shrubs shall be located at the base of all retaining walls. Low maintenance ground covers or vines in association with shrubs and retaining walls may also be used.

Compliance with Landscaping Plan

- 3.8.15 Prior to the 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.
- 3.8.16 Notwithstanding Section 3.8.15, 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.

3.9 Maintenance

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

3.10 Signs

The sign requirements shall be in accordance with the Sackville Drive Land Use By-law as amended from time to time.

3.11 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 final Occupancy Permit.

3.12 Building and Site Lighting

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

3.12.2 Security lighting shall be directed to all walkways and parking areas. Freestanding security lighting shall not exceed a height of 18 ft. (5.4 m) in height. All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.

3.12.3 The Developer shall prepare an exterior lighting plan and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:

- (a) Plans indicating the location on the premises, and the type of illuminated devices, fixtures, lamps, supports, other devices;
- (b) The lighting plan shall include certification from a qualified person that the lighting design meets the requirements of this Agreement; and
- (c) Prior to Occupancy Permits being issued the Developer shall provide to the Development Officer a letter from a qualified person that the installed lighting meets the requirements of this Agreement;
- (d) Should the applicant desire changes to the lighting plan on the Lands after a permit has been issued, the applicant shall submit all changes prepared by a certified professional

to the Development Officer for approval, with adequate information to assure compliance with this Section.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

4.1 All design and construction of primary and secondary services systems shall satisfy Municipal Service Systems Specifications, Halifax Water Design and Construction Specification and the requirements of Halifax Water unless otherwise provided for in this Agreement.

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.

Blasting

4.3 All blasting shall be in accordance to By-law B-300 (Blasting By-law) as amended from time to time.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

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

Erosion and Sedimentation Control and Grading Plans

5.2 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 Plan

5.3 The Developer shall engage a Professional Engineer to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as but not limited to, 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, and;
- (b) Requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual.

Pyritic Slate

5.4 The Developer shall follow the Sulphide Bearing Material Disposal Regulations should pyritic slate be found on the Lands.

Wastewater System Analysis

5.5 The Developer shall engage a Professional Engineer to prepare and submit an analysis of the downstream wastewater system for capacity, septic conditions, and any other adverse effects associated with the proposed wastewater system. The limit of the downstream analysis shall be determined in consultation with Halifax Water.

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 3.8.2 and 3.8.4 which, in the opinion of the Development Officer, do not conform with Schedule B;
- (b) Changes to the parking standards as detailed in Section 3.7.1 and 3.7.2 which, in the opinion of the Development Officer, do not conform with Schedule B;
- (c) Changes to the architectural details as provided under Section 3.5.6 or which, in the opinion of the Development Officer, do not conform with Schedules D or E;
- (d) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement, and;
- (e) 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 seven (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 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 thirty (30) 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 _____, 2012.

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

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

INSERT DEVELOPER NAME

Per: _____

Per: _____

=====

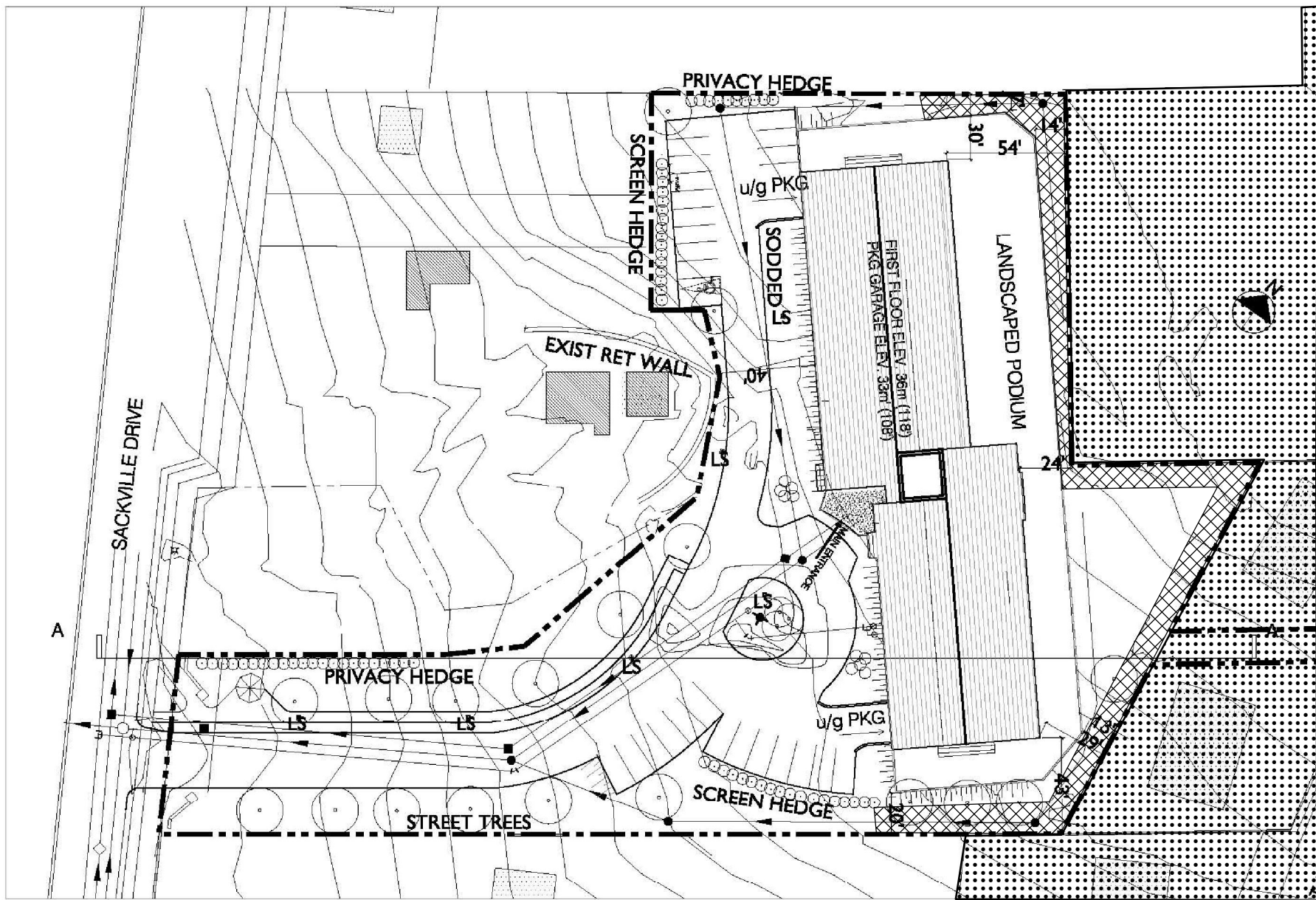
HALIFAX REGIONAL MUNICIPALITY

Per: _____

Mayor

Per: _____

Municipal Clerk



PROPOSED RESIDENTIAL DEVELOPMENT

SITE PLAN

249 SACKVILLE DRIVE, LOWER SACKVILLE N.S.

SCHEDULE B

Schedule B
Site Plan



Area A



Sackville Plan Area





SOUTHWEST ELEVATION - SACKVILLE DRIVE

PROPOSED RESIDENTIAL DEVELOPMENT

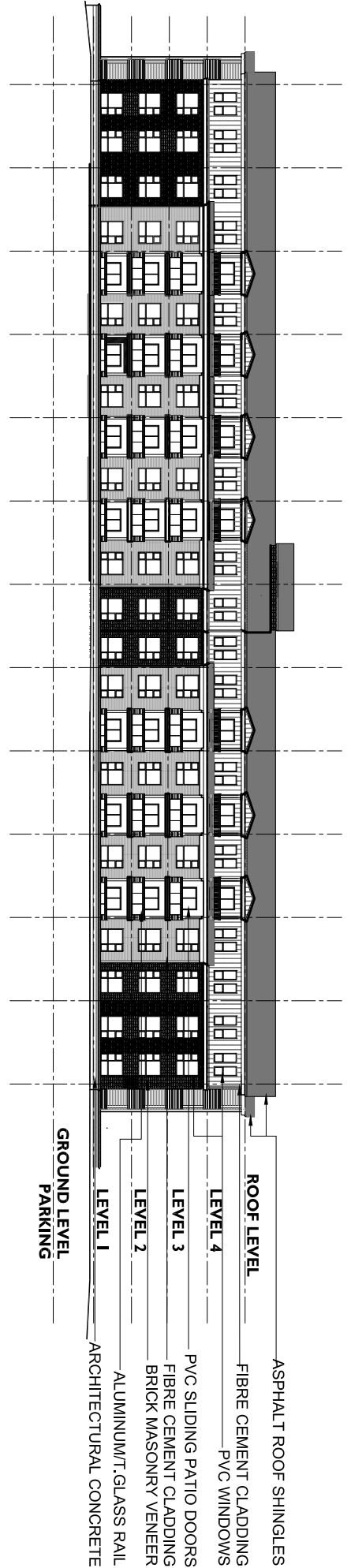
249 SACKVILLE DRIVE, LOWER SACKVILLE, N.S.

ELEVATIONS 1

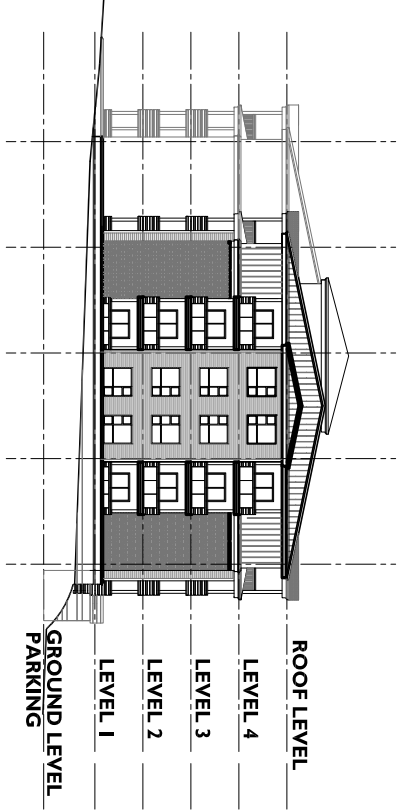
KASSNER/GOODSPEED ARCHITECTS

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

SCALE: 1"=40'
Nov 02, 2011



NORTHEAST ELEVATION



SOUTHEAST ELEVATION

PROPOSED RESIDENTIAL DEVELOPMENT

249 SACKVILLE DRIVE, LOWER SACKVILLE, N.S.

ELEVATIONS 2

KASSNER/GOODSPEED ARCHITECTS

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

SCALE: 1"=40'
Nov 02, 2011

Attachment B

Policy Review – Excerpt from the Sackville Drive SPS

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| <p><i>SS-4(a) - Within all designations, buildings over 50ft (15.24m) in height above established grade shall only be considered by development agreement in accordance with the provisions of the Municipal Government Act. In considering any such agreement, Council shall have regard to the following:</i></p> | |
| <p>Policy Criteria</p> | <p>Staff Comment</p> |
| <p><i>(a) Building shall be oriented to the street and transit services and primary entrances shall be orientated to the sidewalk and primary pedestrian ways;</i></p> | <p>The proposed building is oriented toward Sackville Drive but is positioned a considerable distance from Sackville Drive given the configuration of the lot. Primary entrances located along the front façade are oriented towards a courtyard which connects pedestrians with Sackville Drive via a dedicated walkway.</p> |
| <p><i>(b) in a multiple unit dwelling compatible commercial use may be required at street level and adequate recreation and amenity space shall be provided;</i></p> | <p>Commercial uses at street level are not required in multiple unit dwellings within the Pinehill-Cobequid Designation, only within the Pedestrian Retail Zone. No commercial component is required nor proposed for this development.</p> <p>Some amenity space has been identified at the front of the lot (near Sackville Drive) with the addition of a gazebo. As per the development agreement, a landscaping plan shall be required to identify all recreation and amenity space.</p> |
| <p><i>(c) compatibility and impact on the surrounding built form, lands uses and residential areas;</i></p> | <p>The proposed structure (total height of 4 stories) is much larger in terms of bulk and scale in comparison to the average existing surrounding uses (residential single unit and two unit dwellings).</p> <p>Measures have been implemented to address the compatibility of the proposed structure and to ensure minimal conflict with adjacent land uses. These measures include parking at the front of the building facing Sackville Drive, retaining existing vegetation stock, and introduce extensive landscaping at the rear of the property to serve as a buffer between the existing residential single unit dwellings and the proposed multiple unit dwelling.</p> |

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| | <p>As per the development agreement, this area shall be reinforced as a buffer through the required planting of trees along areas identified in Schedule B as Area A.</p> |
| <p><i>(d) microclimate issues such as wind, solar orientation, and shadowing;</i></p> | <p>The applicant has submitted a statement and shadow renderings from an accredited professional which qualifies that the proposed design of the building does not negatively affect neighbouring properties with respect to implications related to wind and shadows. Further, the primary building façade faces a general southern direction which provides some benefit with respect to solar orientation.</p> |
| <p><i>(e) pedestrian street level activity shall be encouraged through, but not limited to, the incorporation of outdoor cafes and ground floor uses. Consideration shall be given to weather protection for pedestrians;</i></p> | <p>The development agreement has provisions to ensure dedicated pedestrian access is provided from the main entrance of the proposed multiple unit dwelling to Sackville Drive. The main entrance to the proposed multiple unit residential building incorporates an overhang into the primary building façade which provides shade and weather protection for pedestrians. Further, a gazebo has been proposed closer to Sackville Drive. This gazebo may provide additional weather protection for pedestrians along Sackville Drive.</p> |
| <p><i>(f) incorporation of building stepbacks at various levels to reduce the visual impact of the height and mass in relation to the surrounding built form;</i></p> | <p>The proposed building design does not incorporate stepbacks at various levels because proposal is for an additional 3.05 meters (10 feet) in height and stepbacks to a 4 storey building is not necessary to minimize visual impact. Instead, previous building designs have been revised to ensure adequate setback distances are maintained from neighbouring residential properties. Further, the total building height has been limited to a total of 4 stories. The development agreement does not permit a change or alteration to the proposed building that would result in increased height or total building size.</p> |
| <p><i>(g) landscaping complements shall reinforce circulation paths, highlight entrances, provide shade, and add seasonal interest</i></p> | <p>As per the development agreement, a landscaping plan shall be required. Further as part of the development agreement, trees will be required</p> |

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| <p><i>and designed for appreciation by pedestrians, bicyclists and motorists. Adequate landscaping features and/or street trees should be provided around the perimeter and throughout the site of the development to enhance the aesthetics of the site;</i></p> | <p>along the entrance, proposed driveway and proposed pedestrian walkway. The agreement also contains provisions to ensure additional planting of trees and shrubs along the northern property line and other portions of the site.</p> |
| <p><i>(h) incorporation of streetscape elements and furniture;</i></p> | <p>As required by the development agreement, a gazebo is to be sited near Sackville Drive (entrance of the property).</p> |
| <p><i>(i) traffic circulation and access to and from the site should be designed to minimize adverse impacts on the adjacent residential uses and street network;</i></p> | <p>As proposed, the site will be accessed from Sackville Drive. A traffic impact statement has been provided which provides additional information related to this entrance, traffic along Sackville Drive and the total number of vehicle trips that are anticipated travelling to and from the subject property. Access from Hillcrest Avenue is not permitted and as such no driveway access shall be construction as per the requirements of the development agreement.</p> |
| <p><i>(j) significant natural and cultural features on the site should be identified and protected where appropriate;</i></p> | <p>No such features have been identified on the subject site.</p> |
| <p><i>(k) lighting shall be designed to provide security, safety, and visual appeal for both pedestrians and vehicles while ensuring minimal impact on adjacent properties;</i></p> | <p>As per the development agreement, a preliminary lighting plan shall be required prior to the issuance of any permits for development. The lighting plan shall ensure additional security and safety and shall require that lighting be shielded from neighbouring residential properties so as to limit any potential nuisance.</p> |
| <p><i>(l) the provisions of Policy I-5 be met.</i></p> | <p>Next section</p> |
| <p><u>Policy I-5</u> <i>In considering a development agreement or rezoning, Council shall have regard to the following matters:</i></p> | |
| <p><i>(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</i></p> | <p><i>The proposal generally conforms with the required streetscape guidelines as stated in the Sackville Drive Land Use By-law. The development agreement will require that all proposed signage</i></p> |

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| <p><i>entrances;</i></p> | <p><i>satisfies the requirements of the Sackville Drive LUB.</i></p> |
| <p><i>(b) that the proposal is not premature or inappropriate by reason of:</i></p> <ul style="list-style-type: none"> <i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i> <i>(ii) the adequacy of sewer and water services;</i> <i>(iii) the adequacy or proximity of school, recreation and other community facilities;</i> <i>(iv) the adequacy of road networks leading or next to, or within the development; and</i> <i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i> | <p>The proposal is not premature or inappropriate for any of the reasons listed under Policy SS-4 (a).</p> <p>The municipality is not responsible or liable for any associate costs related to this application.</p> <p>The Halifax Regional School Board has reviewed this proposal and has indicated that existing school facilities can accommodate the number of potential students generated from this proposed development.</p> <p>According to the traffic impact study submitted with the application, the proposed development is not anticipated to have any significant impact on traffic volumes along Sackville Drive.</p> <p>A sewage flow analysis has been provided by the applicant. The study has confirmed that the existing sanitary system immediately downstream of the proposed project can handle the proposed sewage flows generated by the proposed development.</p> |
| <p><i>(c) that controls are placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <ul style="list-style-type: none"> <i>(i) type of use;</i> <i>(ii) height, bulk and lot coverage of any proposed building;</i> <i>(iii) traffic generation, access to and egress from the site, and parking;</i> <i>(iv) open storage;</i> <i>(v) maintenance; and</i> <i>(vi) any other relevant matter of planning concern.</i> | <p>The draft development agreement includes provisions related to: appropriate setbacks; buffering; screening; landscaping; outdoor lighting; outdoor storage; etc. Further, areas located between the proposed multiple unit dwelling and Hillcrest Avenue require planting to ensure an appropriate vegetative buffer is provided. In addition, the agreement encourages, where possible, the retention of existing mature existing vegetation along the northern portion of the property.</p> |

Attachment C

Minutes from the October 27, 2010 Public Information Meeting

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 16416 – 636 Sackville Drive, Sackville**

**7:00 p.m.
October 27, 2010
Sackville Heights Community Centre
45 Connolly Road, Sackville**

STAFF IN

ATTENDANCE: Tyson Simms, Planner, HRM Planning Services
Kurt Pyle, Supervisor, Planning Applications, HRM Planning Services
Jennifer Weagle, Planning Controller, HRM Planning Services

ALSO IN

ATTENDANCE: Councillor Bob Harvey, District 20 - Lower Sackville
Solomon Ghosn, Whimsical Lake Developments Ltd.
Dan Goodspeed, Kassner/Goodspeed Architects Ltd.

PUBLIC IN

ATTENDANCE: Approximately 30

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

1. Opening Remarks/Introduction/Purpose of Meeting

Mr. Simms introduced himself as the Planner working with this application through the planning process. He also introduced Councillor Bob Harvey, District 20; Solomon Ghosn and other representatives of Whimsical Lake Developments Ltd., and Dan Goodspeed, Kassner/Goodspeed Architects Ltd. Mr. Simms introduced HRM staff present: Kurt Pyle, Supervisor, Planning Applications, and Jennifer Weagle, Planning Controller.

The agenda and purpose of the meeting were reviewed.

2. Overview of Planning Process

Mr. Simms reviewed the definition of a development agreement and provided an overview of the planning process as it relates to this application.

3. Presentation of Proposal – Tyson Simms

This proposal is to construct two, four storey multiple unit dwellings on properties located at 249 Sackville Drive, and a portion of 257 Sackville Drive. The two proposed dwellings will each consist of 36 units and will be comprised of a mixture of one and two bedroom units. As proposed, the dwellings will contain underground parking facilities for 62 vehicles and surface parking for total of 20 vehicles. The dwellings are proposed to be constructed of a combination of masonry veneer and pre-finished lap siding. Because of the elevation of the site, the proposed multiple unit dwellings exceed 50 feet in height above Sackville Drive.

This site is under the Sackville Drive plan area. The land use designation is PC – Pinehill / Cobequid and the current zoning is PC – Pinehill / Cobequid (zoned R1). The total lot size of the site is 1.6 acres and is located east of Carsville Limited (257 Sackville Drive) and adjacent to Payzant Home Hardware (250 Sackville Drive). The current land use designation and zoning would allow a single unit dwelling.

Mr. Simms reviewed the Sackville Drive Municipal Planning Strategy policy SS-4 (A), noting that this policy can be reviewed online. He reviewed a site plan of the properties and site photos.

Presentation of Proposal – Dan Goodspeed, Kassner/Goodspeed Architects Ltd.

Mr. Goodspeed advised that he is the designer for the proposal, and thanked everyone for attending. He circulated copies of his presentation.

Mr. Goodspeed advised that the developer, Whimsical Lake Developments Ltd., has made some changes since this proposal was presented last year. He reviewed the location of the proposal. Current regulations prohibit construction over 50 feet along Sackville Drive. The property runs uphill, which is why this proposal will exceed the 50 foot height restriction. The buildings themselves will not be higher than 50 feet from grade to the peak of the roof. The developer does not want to excavate the whole site, and has chosen to go through the development agreement process.

Mr. Goodspeed indicated that the site area is 96,246 ft² and the building area of the two buildings will be 19,500 ft². Total lot coverage will be 20% of the lot size (the total allowable is 35%). The proposal includes a potential recreation area of 57,736 ft² (the required recreation area is 32,400 ft²).

Mr. Goodspeed reviewed a cross section of the property and general renderings of the proposal. He indicated that most of the parking will be underground, so as to not disturb the site and for stormwater management. The two buildings will sit on one common parking structure, to reduce the apparent bulk of the building. Construction will be of reinforced concrete with a brick veneer and fibre cement siding.

Mr. Goodspeed reviewed a typical floor plan, noting that each floor will have nine units, with a mix of one and two bedroom units. There will be 36 units in each building, for a total of 72 units. He reviewed the parking level floor plan, noting that there will be two entrances for 66 cars. There will be a common garbage area at the centre and will include 40 spaces for bicycle storage. There will be parking for 20 cars outside, for a total of 86 parking spaces.

4. Questions/Comments

Mr. Simms opened the floor for comments.

Finley Evong indicated he is the owner of a nearby business on Sackville Drive. He commented on the grade of the property and inquired whether the driveway elevation meets the maximum slope requirements. Mr. Simms advised that it does meet maximum slope requirements, and that during the internal review for this application the slope will be reviewed with the development engineer and fire services. Mr. Goodspeed indicated that the driveway slope meets national building code requirements.

Mr. Evong inquired as to the volume of traffic from an apartment development of this size. Mr. Goodspeed advised that a traffic impact study was completed and submitted with the application. Mr. Simms advised that the traffic impact study is being reviewed by the development engineer.

Randy Knee, Hillcrest Avenue, noted concern with security and protection of his property, which is in the back of the subject property. He does not want people cutting through his backyard. Mr. Goodspeed reviewed the location of Mr. Knee's property on the map. Mr. Goodspeed suggested that they could erect a fence to protect Mr. Knee's property.

Mr. Knee inquired as to the ventilation system for the building. Mr. Goodspeed advised that the details of the ventilation system haven't been completed, but typically there would be four intakes on top of the podium, with fans to draw air in from the back and vent it out the front.

Walter Regan, Sackville Rivers Association, inquired whether the plans include sanitary sewage retention on site, noting concern with run-off onto Sackville Drive and into the Sackville River. Mr. Goodspeed advised that a servicing study has not been completed yet, but that this will come back with the internal review. Mr. Simms indicated that the development engineer did comment on stormwater retention onsite. He will follow up on this.

Mr. Regan inquired whether the buildings will be built to LEED standard. Mr. Goodspeed advised that most apartment buildings are constructed to LEED silver standard, as they are more efficient to heat and service. He hasn't discussed with the developer whether they will be obtaining LEED certification for the property.

Mr. Regan noted that since the buildings will be cutting into the slope, will that leave a large wall at the back? Mr. Goodspeed advised that in order for the developer to build as-of-right on the site, they would have had to cut out and create a 30-40 foot embankment. This way the developer

is working with the shape of the land. The recessed parkade will cut into the slope, but the ground will roughly be flush with the base of the building itself.

Mr. Regan inquired whether the buildings would incorporate green roof technology. Mr. Goodspeed advised that the parkade will have a green roof, but the buildings will not as they will be of wood frame construction.

Mr. Regan inquired as to grey water re-use on the site, such as reclaiming heat from grey water. Mr. Goodspeed advised that that detail has not been discussed yet, but he could look into whether this would fit. Mr. Regan commented that anything they can do to retain wastewater on the site is helpful.

Mr. Regan inquired whether oil grade separators will be used on the property, to which Mr. Goodspeed advised they would.

Mr. Regan inquired whether maximum tree retention would be maintained on site. Mr. Goodspeed advised that the area behind the building will not be touched.

Mr. Regan noted concern with traffic from the site. He inquired whether the developer and staff have looked into options other than lights such as right turns only? Mr. Goodspeed clarified that the traffic study is still under review.

Mr. Regan commented that the underground parking will add to the site. He suggested that the site should be fenced to prevent shortcutting. Mr. Goodspeed advised they will look into this.

Curt Wentzell, Cavalier Drive, inquired whether the parking level green roof could incorporate a playground or an outdoor fitness area. Mr. Goodspeed indicated that a passive recreation use could be appropriate and he will discuss it with the developer.

Mr. Wentzell inquired as to the location of perimeter fence and outdoor lighting. Mr. Goodspeed advised that these details haven't been worked out yet.

Nelson Pereira, Hillcrest Avenue, inquired why the building is four stories instead of three. He noted he will lose his view because of the height of the building. Mr. Goodspeed advised that he was mandated to provide a design with a certain number of suites. Using his best judgment, he thought it more important to break up the building into two buildings to reduce the apparent bulk. Mr. Simms advised that the height of the building will be reviewed by staff.

Mr. Pereira inquired whether there would be balconies at the rear of the building. Mr. Goodspeed advised there would be two balconies.

Mr. Pereira indicated concern for wildlife on the site, noting that pheasants nest near there.

Gord Wilkie, Hillcrest Avenue, inquired whether there would be blasting on site during construction. Mr. Goodspeed advised that they will not be blasting, there is no rock on site as far

as they know. If blasting were required, property owners would be notified as per provincial blasting regulations.

Mr. Wilkie inquired as to the average income of target renters of these apartments. Solomon Ghosn indicated that the lowest rent would be about \$1,000.

Walter Regan inquired whether a sedimentation and erosion control plan would be put in place. Mr. Goodspeed advised that a plan would be put in place before construction would start.

Mr. Regan recommended a mandatory bond. Mr. Simms advised that staff do have this ability through the development agreement, and will look into it.

Glenn Camden, Sackville Drive, thanked the developer for not digging a giant hole in the hillside and thanked them for going through the development agreement process instead of building as-of-right.

Mr. Simms clarified that the 50 foot height restriction measurements are taken from the grade at Sackville Drive. The policy encourages buildings to be near Sackville Drive.

Curt Wentzell inquired whether a traffic study had been completed. Mr. Simms advised that a traffic impact study was completed as part of the application. The development engineer is review it and it will be addressed through the internal review process. Mr. Goodspeed advised that their study found no significant impact on traffic. Mr. Simms advised that the traffic impact study is public information and although it is not on the website now, after it has been reviewed by the development engineer it will be posted. Mr. Simms advised that if anyone wants to review the traffic impact study they can call him and go to the office to review it.

Steve Craig, Old Sackville Road, inquired as to the timing of this proposal. Mr. Simms noted that the approval process generally takes about 6-8 months in total. Now that the application has been received, and the public information meeting has been held, this application should take another 4-6 months for completion.

5. Closing Comments

Mr. Simms reviewed the next steps of the process. He asked that residents feel free to contact him with any further questions or comments or for further information and thanked everyone for attending.

6. Adjournment

The meeting adjourned at approximately 7:50 p.m.