

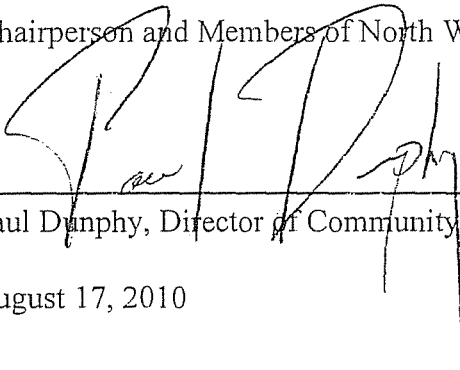


PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

North West Planning Advisory Committee  
September 1, 2010

TO: Chairperson and Members of North West Planning Advisory Board

SUBMITTED BY:

  
Paul Dunphy, Director of Community Development

DATE: August 17, 2010

SUBJECT: Case 15853: Development Agreement - 1727 Sackville Drive, Sackville

### ORIGIN

Development agreement application by Denise Cook.

### 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 to permit a commercial development including a convenience store and up to three additional commercial units at 1727 Sackville Drive as provided in Attachment A.
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.

## EXECUTIVE SUMMARY

Denise Cook is seeking approval of a development agreement to allow the construction of a convenience store and three additional commercial rental spaces at 1727 Sackville Drive, Middle Sackville. The subject property, illustrated on Map 1, contains a total lot area of 10,692 m<sup>2</sup> (115,091 ft<sup>2</sup>) and is located east of Rosemary Drive and west of Hamilton Drive, in Middle Sackville.

As proposed, the development includes a 446 m<sup>2</sup> (4800 ft<sup>2</sup>) single storey commercial building with a 260 m<sup>2</sup> (2800 ft<sup>2</sup>) convenience store and 186 m<sup>2</sup> (2000 ft<sup>2</sup>) of commercial rental space which will be divided into a maximum of three commercial units. The proposed development agreement (Attachment A) permits a building which is appropriately scaled for the site.

A Public Information Meeting was held on March 11, 2010 to discuss the proposed development. Attachment B of this report contains a summary of this meeting. On June 16, 2010, the Halifax Watershed Advisory Board reviewed the proposed development and provided a summary recommendation. In brief, the summary recommended the installation of a stormwater treatment device and other measures to ensure protection of the nearby freshwater resources. A copy of the summary recommendation is provided as Attachment C. Staff is recommending approval of the proposed development agreement (Attachment A) as it complies with the relevant policies for the Sackville Municipal Planning Strategy.

## BACKGROUND

The subject property is designated and zoned rural residential as per the Sackville Municipal Planning Strategy (MPS) and Sackville Land Use By-law (LUB). Policy UR-31 of the Sackville MPS enables Council to consider, through the provision of a development agreement, community commercial (C2 Zone) uses on the subject property.

### **Location, Designation and Zoning**

The subject property is located at 1727 Sackville Drive. The site contains a total lot area of approximately 1.07 ha (2.6 ac). The lands are currently designated and zoned Rural Residential (RR & R6) (Map 1 and 2). The site is an undisturbed state and a prominent watercourse intersects a large portion of the site and flows southeast from the north portion of the site to the east near the intersection of Hamilton and Sackville Drive. Approximately half of the subject property is located within the serviceable boundary for municipal services. As proposed, the location of the building is not located within the serviceable boundary and therefore is not eligible to connect to municipal water and sewer services.

### **Surrounding Land Uses**

The subject property is adjacent to the intersection of Sackville Drive, Rosemary Drive, Old Sackville Road and Orchard Drive. Lands surrounding the subject property are zoned R6 Rural Residential. Lands to the west are developed with a single unit dwelling, the remaining lands to

the south, east and north are currently vacant. The lands located north of the site are owned by HRM and are currently home to a prominent wetland feature which forms part of the watercourse that flows in a southeastern direction towards Sackville Drive, eventually leading to McCabe Lake and the Little Sackville River. Further north, along Hamilton Drive, is the site of Harry R. Hamilton Elementary School.

### **Enabling Policy**

On parcels of land fronting Sackville Drive located between Rosemary Drive and the Atlantic Gardens Properties (PID# 40150856 and 40150815) applications can be considered for Community Commercial (C2 Zone) land uses. Enabling policy UR-31 (Attachment D) provides guidance as far as the scope of development that can be entertained and development is intended to be limited based on scale and compatibility with adjacent land uses. Further, appropriate controls are established to address environmental concerns, including stormwater controls.

### **Proposal**

The application consists of a single storey commercial building with a footprint of 446 m<sup>2</sup> (4800 ft<sup>2</sup>). As proposed, the majority of the building (2800 ft<sup>2</sup>) will be reserved for a convenience store use. The remaining 2000 ft<sup>2</sup> will be divided into a maximum of three commercial units. One of the proposed three units will house a pizza take out restaurant. Parking will be provided both in the front and rear yards of the site. The building will be constructed out of a mixture of materials including stone and clapboard. A Site Plan, floor plan, and building elevations are provided as Schedules B through D of Attachment A.

### **DISCUSSION**

The following is a highlight of the primary concerns relating to the relevant policy intent and criteria. A detailed evaluation is provided in Attachment D.

#### **Consistency with Enabling Policy**

Staff have reviewed the proposed development and have determined that the proposal meets the intent of the enabling policy (UR-31). Lands adjacent to the site, including the R6 parcels to the west and to the south will be buffered with a fence or vegetative buffer to limit any nuisance that may be generated from the proposed commercial use. Further, while Policy UR-31 allows for the consideration of all Community Commercial (C2 uses) only those uses viewed as less objectionable both in terms potential nuisance generated and their effect on nearby environmental resources have been considered.

#### **Community Commercial (C2) Zone Requirements**

As per Policy UR-31, all proposed setbacks and siting requirements shall conform with the Community Commercial C-2 Zone requirements as per the Sackville Land Use By-law. Due to the challenging layout of the lot, staff are of the opinion that the general siting of the proposed building and parking areas are reasonable to enable the development of the site. Further, provisions have been made in the development agreement to ensure adequate buffers have been

provided between the commercial use and adjacent residential properties. Requirements in the development agreement also require the developer to receive permission from adjacent land owners to disturb any adjacent lands, if required.

#### **Architectural Scale and Aesthetic**

The scale of the building is consistent with other commercial developments in the immediate area. The building is proposed to be one storey, with a total height of approximately 6.1 meters (20 feet) above the established grade. Staff are of the opinion that the scale of the building is appropriate for the site. As proposed the exterior of the building will consist of building materials such as clapboard and stone. Originally, the developers had proposed the use of vinyl siding but have since reconsidered and intend to use more durable and aesthetically pleasing materials. Staff have reviewed the proposed new design (Schedule C of Attachment A) and are of the opinion that the architectural style of the building is complimentary to existing aesthetics found on other commercial developments within the immediate area.

#### **Environmental Concerns and Controls**

A watercourse is present on the subject property, as such appropriate controls have been established to address environmental concerns, specifically concerns related to the management and discharge of stormwater from the site. As part of the development agreement, provisions have been made to identify a 20 meter (66 foot) non disturbance area on both sides of the subject watercourse (Schedule B of Attachment A). Also, as a condition of the development agreement, the developer shall provide a stormwater management plan and an erosion and sedimentation control plan prepared by a qualified professional. Further, with respect to the discharge of stormwater from the site, staff have included a provision for the installation of a stormwater treatment device which will separate oil and other contaminants from the stormwater prior to being discharged into the Sackville Drive ditch system which eventually flows into McCabe Lake and subsequently the Sackville River System.

#### **Compatibility with Vision**

The Middle-Upper Sackville and Lucasville Community Vision and Action Plan indicates that the lands identified for future redevelopment are most likely to be located primarily to the south of Highway 101, and will likely also include lands within immediate proximity to the newly proposed interchange. The subject property (1727 Sackville Drive) is located north of the Highway 101 and appears to be sufficiently separated from the areas identified for potential redevelopment. Accordingly, at this time staff does not anticipate any conflict with the intent of the Community Vision and the proposed development. While policy is currently being drafted, the applicant does have the right to pursue options currently available in the Sackville MPS.

#### **Halifax Watershed Advisory Board**

Halifax Watershed Advisory Board reviewed the proposed development at their June 16, 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 (Attachment A) or are addressed through the standard HRM permitting process.

### **Conclusion**

Staff are satisfied that the proposed development for a convenience store and up to three additional commercial units meets the requirement of the Sackville Municipal Planning Strategy 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 at this time. The Developers 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 March 11, 2010. A public hearing has to be held by Council before they can consider approval of any amendments.

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 limited to) the following stakeholders: local residents and property owners.

### **ALTERNATIVES**

1. Council may choose to approve the proposed development agreement as provided in Attachment A. This is the recommendation.

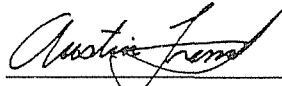
2. Alternatively, Council may choose to refuse to approve the proposed development agreement as provided in Attachment A and B. This is not recommended.
3. Council may choose to amend the proposed development agreement. This action may require additional negotiation with the applicant.

**ATTACHMENTS**

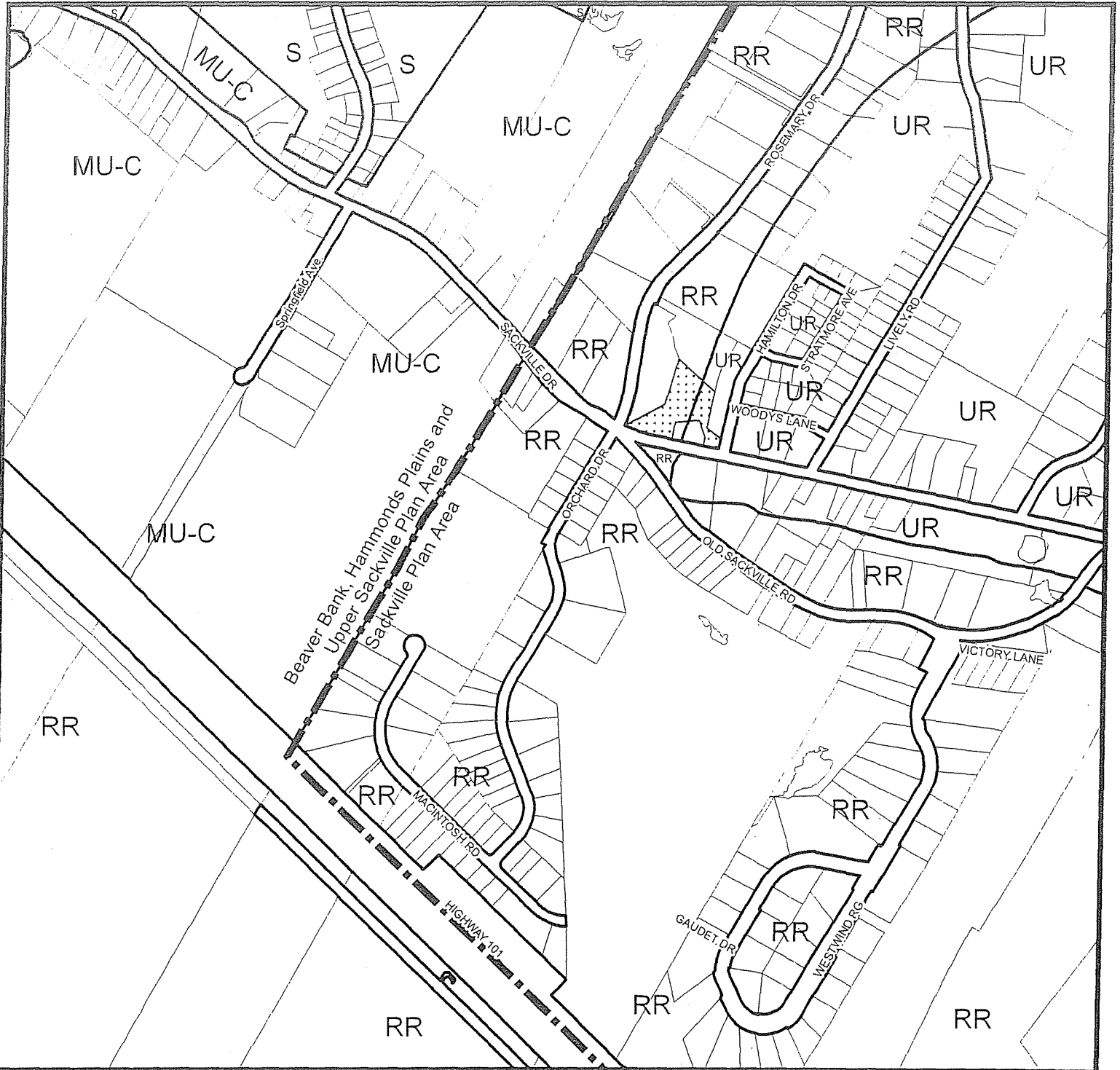
Map 1	Generalized Future Land Use
Map 2	Zoning
Attachment A:	Development Agreement
Attachment B:	Minutes from Public Meeting on March 11, 2010
Attachment C:	Halifax Watershed Advisory Summary Recommendation
Attachment D:	Excerpt from the Sackville Municipal Planning Strategy - Policy Review

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 : 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

**HALIFAX**  
REGIONAL MUNICIPALITY  
Community Development  
Planning Services

**Sackville Plan Area Designations**

- RR Rural Resource Designation
- MU-C Mixed Use C Designation
- S Springfield Lake Designation

**Beaver Bank, Hammonds Plains and Upper Sackville Plan Area Designations**

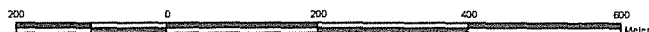
- UR Urban Residential Designation
- RR Rural Residential Designation

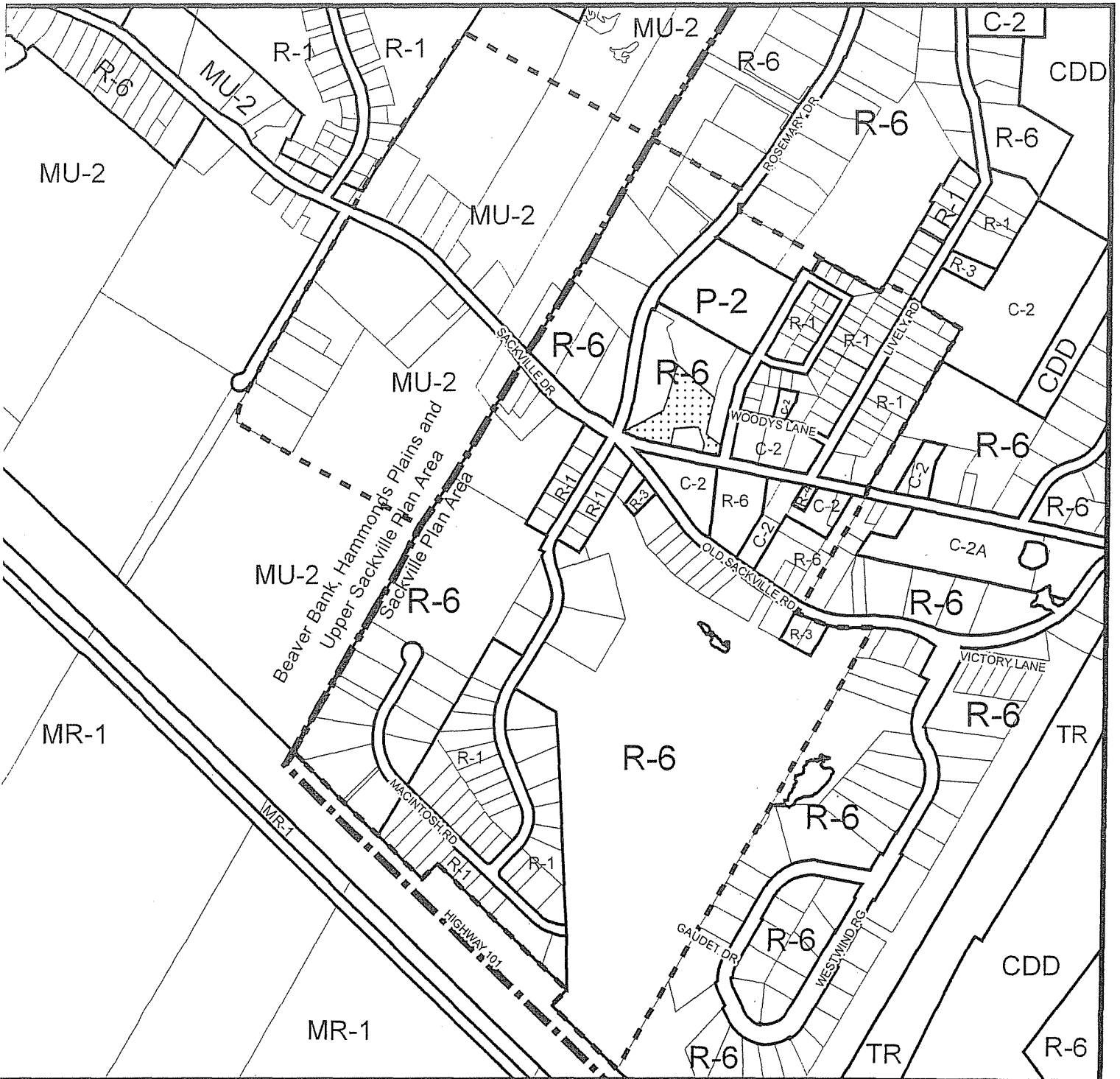


Subject Property

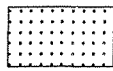


Notification Area





Map 2  
Zoning



Subject Property



Notification Area

**HALIFAX**  
REGIONAL MUNICIPALITY  
Community Development  
Planning Services

Sackville Plan Area Zones

- R-1 Single Unit Dwelling Zone
- R-3 Mobile Dwelling Zone
- R-4 Multiple Unit Dwelling Zone
- R-6 Rural Residential Zone
- C-2 Community Commercial Zone
- C-2A Minor Commercial Zone
- P-2 Community Facility Zone
- CDD Comprehensive Development District
- TR Transportation Reserve Zone

Beaver Bank, Hammonds Plains and Upper Sackville Plan Area Zones

- R-1 Single Unit Dwelling Zone
- R-6 Rural Residential Zone
- MU-2 Mixed Use 2 Zone
- MR-1 Mixed Resource Zone





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

THIS AGREEMENT made this      day of                      , 20\_\_ ,

BETWEEN:

**3167217 NS 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 1727, 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 convenience store and commercial space on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy(ies) UR-31 and IM-13 of the Municipal Planning Strategy and Section 3.6 of the Sackville 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 15853;

**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 and the Regional Subdivision By-law, as may be amended from time to time.

## **1.3 Applicability of Other By-laws, Statutes and Regulations**

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

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

## **1.4 Conflict**

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

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

## **1.5 Costs, Expenses, Liabilities and Obligations**

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

## 1.6 Provisions Severable

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

## PART 2: DEFINITIONS

### 2.1 Words Not Defined under this Agreement

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

## PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

### 3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 15853:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan - Plan Number 15853-01
Schedule C	Elevations - 15853-02
Schedule D	Floor Plans 15853 -03
Schedule E	Lighting Guidelines

### 3.2 Requirements Prior to Approval

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

(a) Post securities in accordance with Part 4 and 5 of this Agreement;

3.2.2 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; and

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

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
- (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 Erosion and Sedimentation Control Plan.
- (d) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Lighting Plan.

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

### **3.3 General Description of Land Use**

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

- (a) Retail Stores
- (b) Service and Personal Service uses
- (c) Offices
- (d) Take out-restaurants

### **3.4 Siting And Architectural Requirements**

#### Siting

3.4.1 The building's siting shall comply with the provisions of the C-2 zone of the Sackville Land Use ByLaw (as amended from time to time) with the exception for to the following:

- (a) lot coverage shall not exceed 10%; and

- (b) the building shall be a minimum of 9.1 m (30 feet) from the front lot line.

Architectural Requirements

*Entrances:*

- 3.4.2 The primary facade and main entrance of the building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

*Exposed Foundation:*

- 3.4.3 Any exposed foundation in excess of 1.8m<sup>2</sup> (20ft<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:*

- 3.4.4 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;
  - cut stone masonry;
  - random stone masonry; or
  - acceptable equivalent in the opinion of the Development Officer.

*Functional Elements:*

- 3.4.5 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.
- 3.4.6 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc. ) are not visible from Sackville 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. This shall exclude individual residential mechanical systems.

*Windows:*

- 3.4.7 Windows shall be framed with painted or stained wood, prefinished metal or an acceptable equivalent in the opinion of the Development Officer.

*Awnings:*

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

*Walkway:*

- 3.4.9 A hard surfaced walkway shall be provided along the front facade 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 paverstones, or acceptable equivalent in the opinion of the Development Officer. The walkway shall not be surfaced with asphalt.
- 3.4.10 Main walkways for the building and intended for public use (excluded maintenance pathways) shall be designed to barrier free standards.

### **3.5 PARKING, CIRCULATION AND ACCESS**

- 3.5.1 The parking area shall be sited as shown on Schedule B.
- 3.5.2 The parking area shall be hard surfaced (including but not limited to asphalt) with the exception of the parking area located in the rear yard which may be maintained as a gravel surface.
- 3.5.3 The limits of the parking area shall be defined by fencing or landscaping or curb.
- 3.5.4 Where parking lots are to be delineated by curbing, such curbing shall not be asphalt.
- 3.5.5 The Development Officer may approve minor changes to the parking and circulation layout as illustrated on Schedule B.
- 3.5.6 An adequate snow storage area shall be provided on the Lands and the snow storage area shall be located where run-off can be directed through any storm water treatment system required by this Agreement. Snow storage areas shall be shown on the plans at the time of permitting.

### **3.6 OUTDOOR LIGHTING**

- 3.6.1 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.
- 3.6.2 All lighting fixtures shall be fully shielded.

- 3.6.3 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 illuminating devices, fixtures, lamps, supports, other devices;
  - (b) Description of the illuminating devices, fixtures, lamps supports and other devices. This description may include, but is not limited to, manufacturers' catalog cuts and drawings including sections where required;
  - (c) Should the applicant desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause.

### 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 a Landscape Plan which complies with the provisions of this section. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) and comply with all provisions of this section.

#### *Landscaping 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).

#### *Fencing*

- 3.7.4 The Developer shall provide a solid board wood fence, or equivalent, a minimum of 1.5 m (5 ft) in height but no greater than 1.8 m (6 ft) in height between the building and the adjacent residential properties as identified on Schedule "B".
- 3.7.5 Notwithstanding Schedule B, additional fencing shall be permitted.

#### *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 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.
- 3.7.10 Notwithstanding Section 3.2.4, 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.

*Reinstatement*

- 3.8.2 All disturbed areas shall be reinstated to original condition or better.



### 3.9 SIGNS

3.9.1 Signs shall be permitted as per the requirements of the Sackville Land Use By-law with the exception of:

- (a) Signs shall only be externally illuminated;
- (b) No more than two (2) signs shall be erected on any premises. Where a multiple tenancy building is occupied by more than one business, each business shall be considered to be a separate premises;
- (c) No ground sign shall:
  - (i) Exceed a height of twenty (20) feet (6.1 m);
  - (ii) Exceed a sign face width of eight (8) feet (2.4 m);
  - (iii) One ground sign shall be permitted on the lands; and
  - (iv) Landscaping shall be provided at the base of a ground sign. Landscaping shall consist of either planter boxes, shrubs and/or flower beds or a combination thereof. If landscape planters are utilized, the planters shall be constructed of a natural material and shall be a minimum of 2 feet (0.6m) wide and 3 feet (0.9m) high.
- (d) No projecting sign shall project above the eaves, parapet or roof line of the buildings;
- (e) No facial sign shall have an area which exceeds ten (10) percent of the area of the wall on which it is attached.

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

### 3.12 HOURS OF OPERATION

- 3.12.1 The convenience store shall be permitted to operate between the hours of 7 am and 11 pm.
- 3.12.2 Hours of operation for all permitted uses 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 7:00 am and 9:00 pm.

## 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 the Development Engineer prior to undertaking the work.

### *Off-Site Disturbance*

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

### *Outstanding Site Work*

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

### *On-Site Sanitary System and Water*

- 4.4 The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities and shall be serviced through a privately operated on-site drilled well system. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, Nova Scotia Environment and any other relevant agency, a design for all private service systems. In accordance with Section 3.2.3, no construction permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by Nova Scotia Environment respecting the design, installation, construction of the on-site sewer and on-site drilled well systems.

*Municipal Water Distribution and Sanitary Sewers*

- 4.5 Provided the subject property becomes eligible for municipal services the Developer may connect provided:
- (a) The water distribution system conforms with the design and construction requirements of the Halifax Water.
  - (b) The sanitary sewer system conforms with the design and construction requirements of the Halifax Water.
  - (c) The Developer provides Halifax Water with an easement over the existing sewer line. The easement shall be three meters (3m) wide on either side of the sewer. Where the three meters overlaps the existing right-of-way, an easement shall be provided up to the property line. This easement shall be granted prior to sewer or water services being connected to the building.

*Solid Waste Facilities*

- 4.6 The lands 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.
- 4.7 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.8 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 affect 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.
- 5.2 Non Disturbance Area**
- 5.2.1 Non-disturbance areas shall be provided adjacent the existing watercourse at the north and east side of the site as generally shown on Schedule "B".
- 5.2.2 Notwithstanding Schedule B, a Non-disturbance area adjacent the existing watercourse located in the northwest corner of the lands shall be a minimum of 66 feet (20 m) on

either side of the highwater mark of the watercourse and shall adhere to the provision in the Sackville Land Use By-law.

- 5.2.3 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.
- 5.2.4 The non-disturbance area identified on the Schedules shall be delineated on all final survey plans prior to final approval.
- 5.2.5 Non-disturbance areas shall be identified by the Developer with 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 and the snow fence or other appropriate continuous physical barrier or delineation and signage in the field.
- 5.2.6 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) caliper 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 works 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 is 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 qualified professional 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 watercourse 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, including a monitoring/sampling program, 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 all 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 3.8 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 3.6 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 3.13;
- (d) A change in use, other than those identified in Section 3.3, however limited to; banks and financial institutions, and restaurants;
- (e) Changes to the requirements relating to setbacks and yards;
- (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (g) 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 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, 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 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 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:

**3167217 NS LTD.**

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

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

=====

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

\_\_\_\_\_

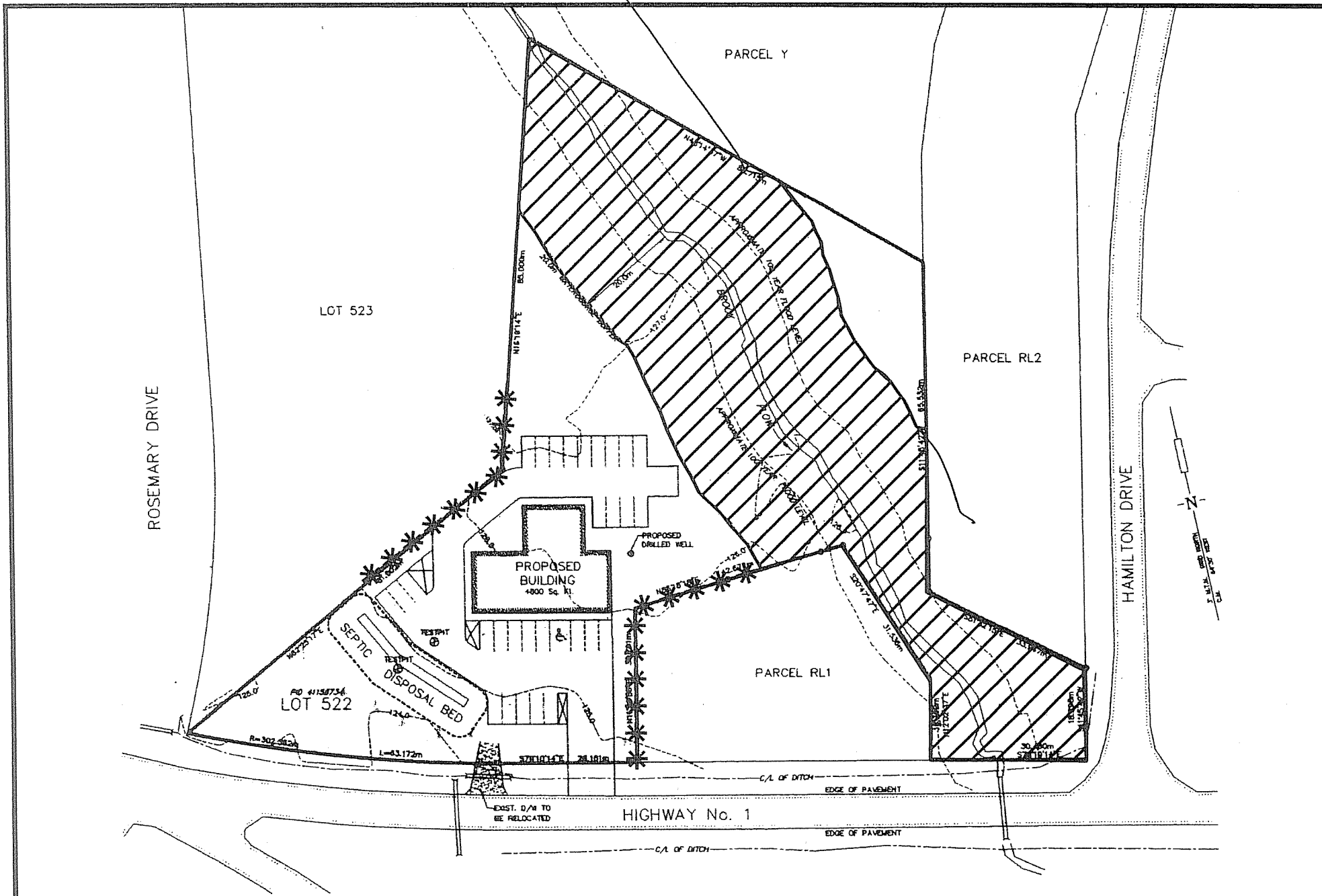
**HALIFAX REGIONAL  
MUNICIPALITY**

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

Mayor

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

Municipal Clerk

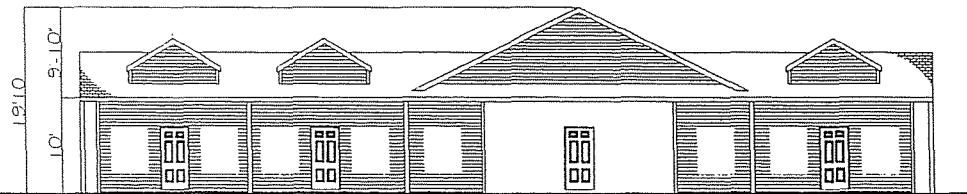


Schedule B  
Site Plan

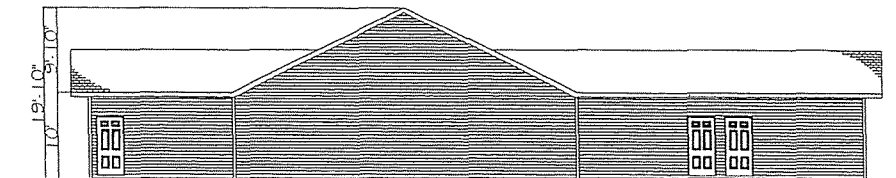
\*\*\*\*\* Fencing or Landscaped Buffer



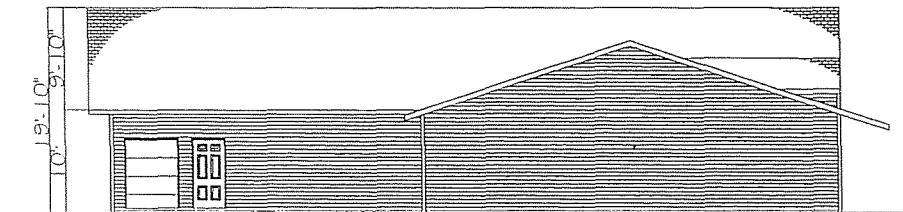
Non Disturbance Area (20 meters from watercourse)



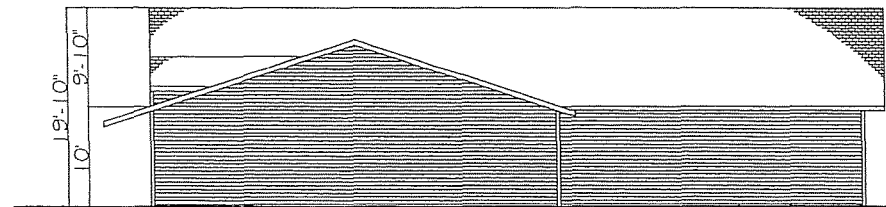
FRONT ELEVATION



BACK ELEVATION

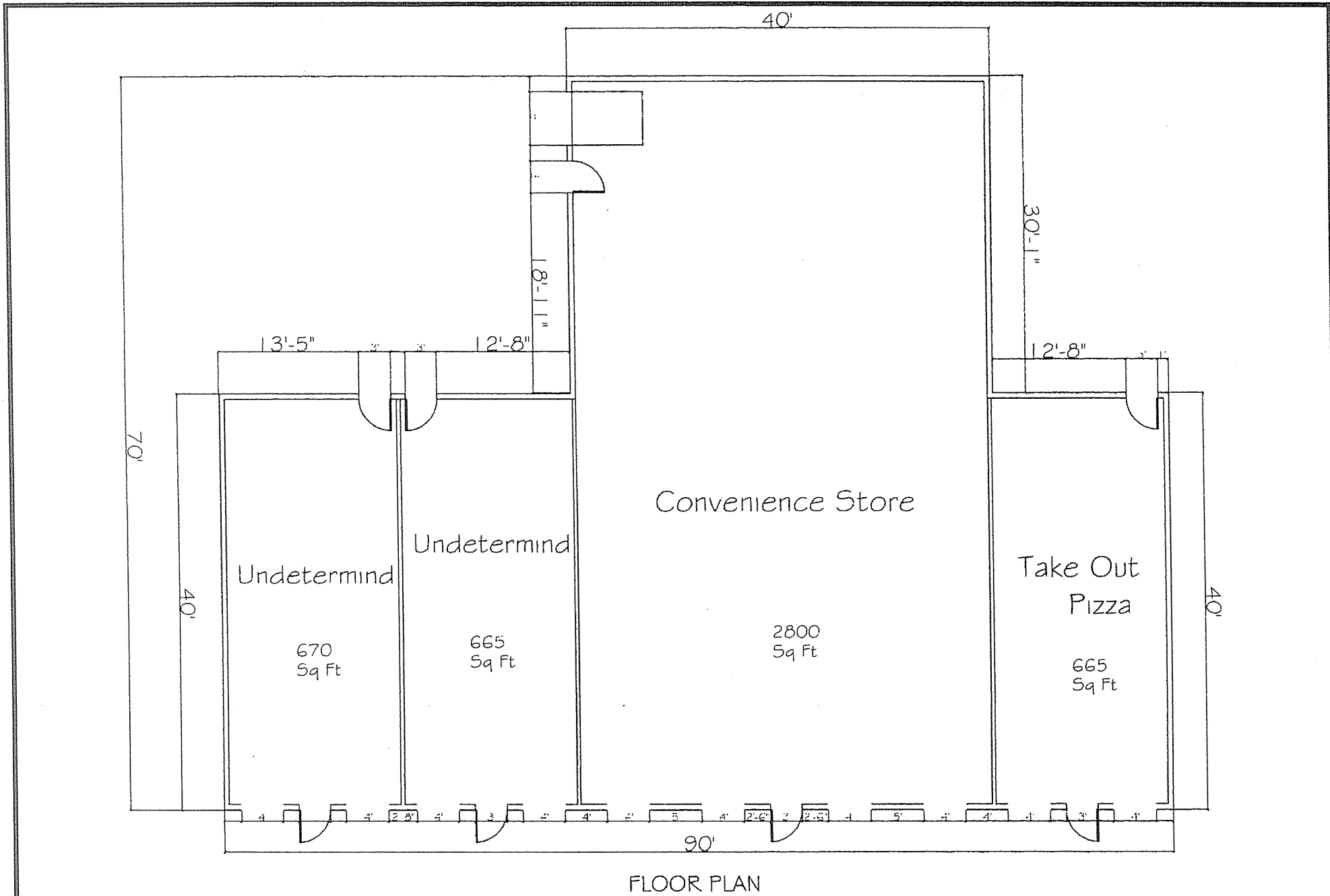


RIGHT ELEVATION



LEFT ELEVATION

Schedule C  
Elevations



FLOOR PLAN

Schedule D  
Floor Plan



**Attachment B**  
Minutes from Public Meeting on March 11, 2010

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 15853 - 1727 Sackville Drive**

---

**Thursday, March 11, 2010  
7:00 p.m.  
Sackville Heights Community Centre**

**STAFF IN**

**ATTENDANCE:** Tyson Simms, Planner, HRM Planning Services  
Thea Langille, Supervisor, HRM Planning Services  
Alden Thurston, Planning Technician, HRM Planning Services  
Cara McFarlane, Planning Controller, HRM Planning Services

**ALSO IN**

**ATTENDANCE:** Deputy Mayor Brad Johns, District 19  
Denise and Larry Cook, Applicants

**PUBLIC IN**

**ATTENDANCE:** 21

---

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

**1. Opening Remarks/Introductions/Purpose of Meeting - Tyson Simms**

Mr. Simms introduced himself as the Planner facilitating the application through the planning process; Deputy Mayor Brad Johns, District 19; Denise and Larry Cook, the applicants; and Thea Langille, Planning Supervisor, Alden Thurston, Planning Technician, and Cara McFarlane, Planning Controller, HRM Community Development.

The meeting tonight is to provide background on the application and receive feedback from the community.

The agenda for the evening was reviewed.

HRM has received an application from Denise Cook regarding the proposed construction of a convenience store and additional commercial space at 1727 Sackville Drive. The application will consider the negotiation of a development agreement.

A development agreement was explained.

The subject property is captured within the Sackville Municipal Planning Strategy (MPS) plan area. The property is designated as RR (Rural Residential) and zoned R-6 (Rural Residential Single Unit Dwelling). Policy UR-31 enables Council to consider a development agreement to permit C-2 (Community Commercial) Zone land uses. This does not mean that the property is to be rezoned to a C-2, rather through the development agreement process, certain C-2 Zone land uses may be permitted.

Policy UR-31 provides us with some direction in considering a development agreement. When drafting an agreement, staff is asked to consider the following items: compatibility of the building with adjacent land uses; if the site has frontage and direct access to Sackville Drive; the impact of traffic circulation; that appropriate controls are established with respect to any environmental concerns; that the site meets the minimum zone requirements for the C-2 Zone; the general maintenance of the development; and the hours of operation.

## **2. Overview of Planning Process**

The process begins with receiving the application; a public information meeting is held (tonight's meeting); the application is reviewed by various internal/external agencies; reviewed by the Halifax Watershed Advisory Board (HWAB) because there is a watercourse located on the site; staff will prepare and negotiate a development agreement with the applicant; staff prepares a report and submits it to the North West Planning Advisory Committee (NWPAC); it proceeds onto North West Community Council (NWCC); NWCC may recommend that a public hearing is scheduled or that the application be rejected; if recommended, a public hearing is held and NWCC makes a decision to either enter into or reject the development agreement; as per Provincial legislative requirements, the decision of NWCC can be appealed for up to 14 days.

## **3. Presentation of Proposal**

The vacant property contains a total lot area of 2.6 acres with frontage and direct access to Sackville Drive. A portion of the property is located within the Municipal Service Boundary (shown) but it is staff's understanding that the services terminate around the area of Hamilton Drive (shown); therefore, services are not available to the applicant at this time. The applicant has proposed to install a ground septic system and a drilled well on the property.

A watercourse exists on the property (indicated in blue on the map). The applicant has indicated that all development will maintain a 20 metre setback requirement (setback indicated in green) as set out in the Regional Plan.

The applicant has proposed a 4800 square foot building (floor plan shown). The convenience store will consist of approximately 2800 square feet. The remaining 2000 square feet will make up three

separate commercial rental spaces, one of which is identified as a potential take-out pizza restaurant. The other two are left undetermined at this time.

The parking lot will be paved and a buffer will be maintained behind the building using existing trees on the property (shown). Areas around the parking lot will be grassed with some decorative trees and landscaping (shown).

The proposed elevation was shown. As proposed, the building frame and exterior walls will be constructed of wood, asphalt shingles on the roof and the exterior finish will consist of vinyl siding with a section of the front to be completed with stone or brick (shown). Although not shown, signage will also be placed on the building.

Photos of the property were shown.

#### **4. Questions/Comments**

Jim Parisee asked to see one of the photos of the property. The photo shows one waterway but there is another not shown. It runs down the property to the Old Sackville Road then to his property which used to be a ditch waterway. The corner of this property is going to be wetland because the water is already seen there. It's like a river after a rainstorm. He is also concerned about the amount of accidents (including deaths) that have occurred at the corner of Rosemary Drive, Orchard Park Road and Old Sackville Road Extension. Another driveway from this property will increase that risk. There is a school located directly behind the property which children travel to by foot; therefore, causing parent concern. The speed limit there is 70 km but no one follows that. Mr. Simms explained that as the next step this application will be taken through an internal/external review. Department of Environment (DOE) will be one of the groups to look at this and comment on the identified watercourse and hopefully determine if there are any issues with relation to any wetlands on the property that we have yet to identify. This is also reviewed by HWAB who will provide their comments. In regards to traffic, a review will be completed by HRM's development engineer who will evaluate all materials provided through the application. One of which is a traffic impact statement that has been completed and provided.

Nicole Walker asked if the study includes pedestrian traffic as well as vehicular. This is a concern as it is a highly populated area. If the application is approved, there will be a lot more footsteps crossing this area, including children. She has children that will be attending the school behind the property and is concerned for their safety. She understands that parents from the area have been trying to get a light and a crosswalk put in for that reason and now a commercial use may potentially be added. If motor vehicle accidents already happen in that area, pedestrian accidents have to be considered as well. Mr. Cook said only a vehicular study has been done. Ms. Walker mentioned that something good (a crosswalk light and crosswalk across Sackville Drive) could come of a pedestrian study. One resident mentioned that there used to be a crossing guard there. Mr. Cook said that unfortunately the applicants don't have a say whether a light or crosswalk is put in.

Deputy Mayor Johns clarified that the intent of tonight's meeting is to make sure the public's concerns are heard and noted but they may be out of the control of the applicant. He is taking notes and if possible, some of the concerns may be looked at in conjunction with this application. At one time, there was a crossing guard because many young families lived in the area. As kids grew up and moved away, the crossing guard was no longer needed. As newer families start to move back you may see a crossing guard come back. There is some discussion now about this interchange in conjunction with Margeson Drive so some improvements may be seen in the near future.

Valerie Gillis said notwithstanding the waterways and traffic, she thinks it is a pleasant change from a used car lot.

Mr. Simms said this isn't a direct rezoning. Through the development agreement process, it is determined which uses are appropriate for the neighbourhood and which uses may be considered objectionable. When the other units are rented, the development agreement will prescribe which uses are permitted on the property.

Erica Levy wondered if the bus stop in front of the lot would have to be moved. Mr. Simms said the location of the bus stop would be resolved during the review stage. Staff will include Metro Transit in the review.

Noreen Davie is concerned about the school children walking to the school located behind the property without a sidewalk.

Colin O'Neil, Sackville Rivers Association, was wondering, if possible, to have a maintained path from Harry R. Hamilton School through to the back of the proposed lot for the safety of the kids and keeping of the brook. One resident doesn't want to encourage pedestrian traffic from the school to the lot. This would open up the walkway for strangers to enter the schoolyard through the woods.

Debbie Uloth asked if the parking lot will be paved or gravel. Mr. Cook said it would be paved.

Ms. Uloth asked what the traffic impact statement concluded. Denise Cook, the applicant, said the study stated there would be no more additional traffic.

Ms. Uloth assumes under the development agreement process that the applicants were asked to complete a stormwater management plan for the site. Mr. Simms said in terms of this application, the stormwater management plan is not criteria for this policy but it is subject to review by HWAB. Because there is a watercourse on the site, there may be some consideration or suggestion that one be provided. Ms. Langille said as the application moves forward, that particular topic will be reviewed in more detail.

Ms. Uloth suggested to extend the existing bike lane to the site.



Avis Taylor suggested flipping the design of the building so the parking spaces are near the front door. Ms. Cook said the parking spaces were required to be placed in the designated areas.

Ms. Taylor asked how much of the 2.6 acres is developed. Mr. Simms said it looks like less than 50% of the site.

Ms. Taylor expressed her disappointment that Rosemary Drive, which was a mistake, was opened up without any public input. Developments won't be stopped if the numbers work and it looks good on paper.

Ms. Taylor is concerned about the watercourse that Mr. Parisee mentioned. She mentioned that her mailbox was moved to Old Sackville Road to avoid water drainage but is actually worse there. It might not be a defined watercourse but in a rainstorm the water just pours off the end of that property. The water is definitely a concern for her.

Ms. Taylor said the traffic is most assuredly a concern. Although the study indicates no addition traffic, there will still be an interruption in the traffic flow.

Ms. Taylor is very please to see that the driveway is as far away from Rosemary Drive as it can get.

Ms. Taylor suggested that the sign on the property should have been posted closer to the road as it could not be read from that distance.

Glen Minty is concerned about traffic. At what point can the speed limit be reduced to 50 km? As development grows, the traffic needs to be addressed. Mr. Simms said this process deals with this property and its impact on the traffic in the area. Ms. Langille mentioned that when this application is taken to the review team, there are other key players that are looking at the bigger picture as well as the individual site.

Deputy Mayor Johns said higher fines for speed limits is a Provincial matter. He will bring it up but it is more of an enforcement issue than the marked speed.

Ms. Taylor mentioned that the area is technically a school zone and the speed limit should be 50 km.

Mr. O'Neil said it looks like one continuous ditch in front of the lot to a low point onto the road. HRM generally says there should be no net increase in the rate of flow off the property; therefore, he believes a stormwater review should be done. In any high water position, water will come down from the brook and increase flow coming off the lot. Flooding concerns as well as flow levels affecting the brook as it runs further down the stream are pertinent. In the past, Harry R. Hamilton worked hard to have the brook on the lot, and further up, protected but the protection zone is actually lower than HRM guidelines. The development looks like it won't impinge on the brook,

but it was suggested that HRM take a look to make sure the wetland further up doesn't impinge any further increasing the necessary setback.

Ken Miller is concerned that he, and other people on the street, didn't get a notice. He is also concerned about no crosswalk as his daughter crosses the road to catch the bus. The hours of operation are also a concern as well as the possibility of more garbage in his ditch and on his property. Who will clean it up? Could a sidewalk be put in from the corner of Sackville Drive, up Rosemary Drive to the school? Mr. Simms explained that the notification area was actually extended for this application. The hours of operation is a question that will be posed when drafting the development agreement.

Barry Moore said that the intersection is very dangerous and asked what it takes to get a set of traffic lights installed. Deputy Mayor Johns said that the volume of traffic at that intersection does not warrant a set of lights. He has asked that the intersection be re-evaluated in conjunction with Margeson Drive (between Sackville Drive and Highway 101) opening up in October.

Ms. Gillis believes that Department of Education policy states that elementary students cannot leave the school grounds during school hours unless traveling home for lunch.

Ms. Uloth asked if the amount of parking required under the development agreement could be negotiated. Is it possible to move some of the parking to the back? This would make the land less impermeable resulting in less surface water running into the brook. Mr. Simms said it could be done through the negotiating process as there is a bit of flexibility provided in the agreement. Ms. Langille said there may be some unknown tenants, therefore, the parking shouldn't be reduced so much that the balance of the building doesn't become successful.

Colin Harvey asked if a fence or barricade will be installed on the bottom left-hand corner of the property. Mr. Simms mentioned that during the review process, development services staff will measure this application against the land use by-law. There may be requirements for a buffer between abutting residential and commercial uses.

Deputy Mayor Johns encouraged the public to follow the application through the process as there is potential for the concept plan to change.

## 5. Closing Comments

Mr. Simms thanked everyone for coming to the meeting and sharing their comments and concerns.

## 6. Adjournment

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

**Attachment C**  
Halifax Watershed Advisory Summary Recommendation

HWAB recs. re. Case 15853: Development Agreement, 1727 Sackville Drive.  
16<sup>th</sup> June, 2010.

The Board recommends that:

1. In view of the increase in the amount of impermeable surface on this site, the Storm Water Management Plan include the provision of an oil/grit separator to keep contaminants out of the nearby ditch which flows into an un-named brook and eventually into the Sackville River.
2. Because of the limited space available on this site, the sewage disposal system be selected, inspected and certified by a Professional Engineer.
3. The septic system be pumped out at least every three years, particularly if a take- out restaurant is contemplated. A copy of the clean-out documents be sent to HRM and the HWAB for review.
4. Consideration be given to connecting a sewer line to the municipal system, should the opportunity arise.
5. The 20 metre buffer zone on each side of the brook be deeded to HRM as an adjunct to the HRM-owned parkland immediately adjacent to the site.
6. Consideration be given to the possible presence of acid slate in the area. If this is encountered, the standard precautions should be applied.

In reviewing this application, the Board was glad to see the limits of the flood plain provided in the Concept Site Plan. Members were also pleased find indications on the Plan that landscaping and some tree planting is planned and also to learn that a review of the wetland is in progress.

**Attachment D****Excerpt from the Sackville Municipal Planning Strategy - Policy Review**

The Middle Sackville area has seen commercial activities established in the area adjacent the Lively subdivision. Although many properties in the area are appropriately zoned for commercial uses, many are not. With the planned connection between Highway 101 and Sackville Drive, there may be other properties in the area which are suitable for commercial development. But given the mixed use nature of the area there are concerns regarding the compatibility of commercial uses with existing residential uses.

**Policy UR-31**

Notwithstanding UR-2 and RR-2, Council may consider permitting Community Commercial (C-2) Zone land uses and auto body shops on lands not currently zoned for such uses according to the development agreement provisions of the Municipal Government Act on properties in Middle Sackville located on Sackville Drive and to the east of Rosemary Drive and west and north of the Atlantic Gardens Properties (PID#40150856, 40150815). In considering such uses, Council shall have regard to the following:

**Policy Criteria****Staff Comment**

- |  |  |
|--|--|
| <p>(a) <i>site has frontage on and direct access to Highway No. 1;</i></p> | <p>The site has frontage and direct access to Highway No. 1. As proposed, site access will be from a driveway on Sackville Drive (Highway No.1) about half-way between Hamilton Drive and Rosemary Drive. A Traffic Impact Statement (TIS) has been conducted by a Professional Engineer to address the applicant's proposal, which requested the ability to operate a convenience store and two other commercial units. The TIS estimates that 90 vehicle trips will be generated during the am peak and 120 vehicle trips will be generated during the pm peak. The TIS concludes by stating the development is not expected to have any significant impact on traffic volumes on Sackville Drive.</p> |
|--|--|

- (b) *proposed use, height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;*
- The proposed 4800 square foot commercial building is compatible with existing nearby uses. Neighbouring commercial uses, such as Keizer's auto body shop, are of a comparable scale. However, it should be noted, adjacent lands located to the northeast and southwest are also zoned R-6 and could potentially be developed for residential use. Therefore, provisions have been made in the development agreement to ensure separation of the proposed commercial use and any potential residential use(s) by means of fencing or a vegetative buffer.
- (c) *Site design features, including landscaping, signage, parking areas and adjacent development, and to provide for the needs of users of the developments;*
- As proposed, the one storey commercial building will be finished with an alternative siding material to vinyl and a small portion of the front will be constructed of stone or brick. The parking lot will be paved. A buffer of existing trees will be maintained at the rear of the property. Areas surrounding the parking lot will be landscaped. Fascia signage will be placed on the gables of the proposed dormers. Currently, there is no proposal for freestanding signage on the property.
- (d) *appropriate controls are established to address environmental concerns, including stormwater controls;*
- A watercourse is located on the eastern portion of the subject property. As proposed the development is located more than 20 meters from the watercourse. Provisions have been included in the agreement to ensure protection of the watercourse and to mitigate any negative effects contributed by the proposed development.
- (e) *site meets the minimum zone standards for the Community Commercial Zone;*
- As proposed, the development meets the requirements of the C2 (Community Commercial) Zone.

- |  |   |
|--|---|
| (f) <i>general maintenance of the development;</i> | The applicant has proposed to maintain a vegetative buffer at the rear of the property and to landscape areas surrounding the proposed parking lot.   |
| (g) <i>hours of operation; and</i>                 | As proposed, the development will consist of a convenience store. These type of uses typically operate for 15-16 hours per day. Another proposed use, although not confirmed, is a pizza take out restaurant. These fast food uses typically operate in the afternoon and evening time periods. |

**Policy IM-13:**

In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:

<b>Policy Criteria</b>	<b>Staff Comment</b>
(a) <i>that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;</i>	The proposal meets the policies included in the Sackville Municipal Planning Strategy.

(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 adjacent to, or within development; and*
- v) the potential for damage to or for destruction of designated historic building and sites.*

(c) *that controls are placed on the proposed development so as 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) signs; and*
- (vi) any other relevant matter of planning concern.*

The proposal is not premature or inappropriate. The proposed development is not serviced with water or municipal sewer, therefore wastewater service and water to the site will be provided through an on-site septic system, which is the jurisdiction of the Nova Scotia Environment. The applicant has indicated that they will hook up to municipal services as they become available in the future.

According to the traffic impact study submitted with the application, the proposed development is not expected to have any significant impact on traffic volumes on Sackville Drive (Highway No.1).

The development agreement includes provisions related to: setbacks; buffering; landscaping; outdoor lighting; outdoor storage; signage, etc.

- (d) *that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;*
- There is a watercourse located on the subject property. As part of the Development Agreement, the applicant is required to provide a drainage plan and an erosion and sedimentation control plan. In addition, this application has been presented to the Halifax Watershed Advisory Board for formal review and comment. Comments provided by the board will be incorporated into the development agreement where applicable.
- (e) *any other relevant matter of planning concern; and*
- According to HRM mapping, the subject property is located within an area of elevated archeological significance. Therefore, in accordance with Policy CH-7 of the HRM Regional Plan, this application will be referred to the Provincial Heritage Division for any action it deems necessary with respect to the preservation of archeological resources in accordance with provincial requirements.
- (f) *Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS.*
- Not applicable.