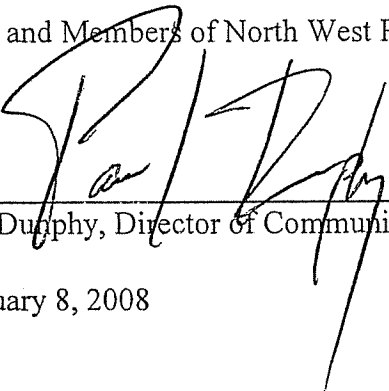


**TO:** Chair and Members of North West Planning Advisory Committee

**SUBMITTED BY:**

  
Paul Duffhy, Director of Community Development

**DATE:** February 8, 2008

**SUBJECT:** Case 01088: Development Agreement for a Professional Centre,  
Sackville

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**ORIGIN**

An application by Kassner/Goodspeed Architects Ltd., on behalf of Vimiga Enterprises Inc., to develop a two storey professional office building by development agreement on the property located between civic numbers 290 and 298 Cobequid Road in Sackville (PID 00355214).

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement set out in Attachment A of this report and schedule a public hearing;
2. Approve the proposed development agreement, as set out in Attachment A of this report, to permit a two storey professional office building on the subject property; and
3. Require the agreement be signed and delivered within 120 days, or any extension thereof granted by North West Community Council on request of the applicant, from the date of final approval of said agreement by North West Community Council and any other bodies as necessary, whichever is later, including any appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

## **BACKGROUND**

### **Location, Designation, Zoning and Surrounding Land Uses**

- The subject property is vacant, approximately 1.7 acres in size and located on the north side of Cobequid Road between civic numbers 298 and 290 (PID 00355214) in Sackville (Maps 1 and 2).
- The property is designated Urban Residential (UR) under the Sackville Municipal Planning Strategy (MPS) (Map 1) and is zoned Single Unit Dwelling (R-1) Zone under the Sackville Land Use By-law (LUB) (Map 2).
- The property is located north of Glendale Drive and across Cobequid Road from the Sackville Business Park.
- The abutting property at 298 Cobequid Road contains a signage company and sleep apnea clinic. This commercial use was enabled by development agreement under the same policy for which Council is considering this application.
- A number of residential properties on Chandler Drive, Mowatt Crescent and Kings Road that are zoned R-1 or R-2 (Single and Two Unit Dwelling) back onto the subject property.

### **Enabling Policy**

Policy UR-24 of the Sackville MPS enables Council to consider applications for Community Commercial (C-2) Zone uses on Cobequid Road between Sackville Drive and First Lake Drive by development agreement (Attachment B). The C-2 Zone permits a wide range of commercial uses such as retail stores, restaurants, offices, banks, motels, service stations and trade shops (Attachment C). The main intent of the policy is to enable commercial development along this portion of Cobequid Road while minimizing land use impacts on the adjacent residential neighbourhoods.

### **Proposal**

Vimiga Enterprises has proposed a two storey professional office building with a gross floor area of 10,656 square feet. Vimiga Enterprises has indicated their intention to develop a carbon neutral building that will utilize technologies such as solar chimneys and collectors, in-floor radiant heating and high-performance window glazing to reduce energy demand. Vimiga anticipates providing 4-5 individual office suites within the building, two of which will include a chiropractic clinic and an audiology clinic. Vimiga has also requested the ability to establish a small area for a retail establishment that is intended to serve only the tenants and customers of the office suites.

The proposed building is approximately 35 feet tall and access to the development would be gained via a single driveway from Cobequid Road. The parking area for the development contains 45 parking spots arranged such that no single block of parking contains more than 12 spaces. A large vegetated area at the rear portion of the property will be retained to act as a buffer and screen to adjacent properties. Vimiga has also proposed a number of planting beds and new trees around the perimeter of the building and along Cobequid Road.

## DISCUSSION

### **Issues**

Staff have reviewed the proposal based on all applicable policies of the Sackville MPS. The following issues have been identified for more detailed discussion.

### Location and Access

The subject property is located within an area specifically identified for potential commercial development by the Sackville MPS. Policy UR-24 enables development agreement proposals for C-2 uses on Cobequid Road between Sackville Drive and First Lake Drive except for properties on the northwest side of Cobequid Road south of Glendale.

The subject property is situated within the area that the MPS identifies for potential C-2 Zone development and has direct access to Cobequid Road. Although the property is zoned R-1, it fronts on a collector street, is located across Cobequid Road from commercially zoned and developed land within the Sackville Business Park and adjacent to an existing C-2 use.

### Land Use Compatibility

While the subject property is located within an area where C-2 Zone uses can be considered, the MPS identifies compatibility with adjacent residential properties as a primary concern. The MPS identifies controls on the size and appearance of buildings, buffering and screening measures, site design features such as landscaping and hours of operation as elements for reducing the potential for land use conflicts. These issues have been reviewed and addressed by staff as follows:

#### (i) Height and Setbacks

The proposed agreement limits the height of the building to 35 feet, equal to that which could be developed as-of-right in the R-1 Zone. Other than the secondary roof structure above the lobby intended to house and screen roof mounted equipment, the building does not exceed a height of 30 feet. The building is no taller than what could be built as-of-right on the property. The proposal also meets or exceeds all yard setback requirements for the C-2 Zone.

#### (ii) Exterior Appearance

The exterior of the building is finished with a lap siding such as cement board (Hardy Plank or equivalent) on all sides. The columns at the main entrance and at the south and north west ends of the building will be finished in a decorative sandblasted concrete finish as will any exposed foundation in excess of .5 metres in height. The building also features decorative lamps mounted atop the overhead roof structure at the main entrance to the building and the proposed building roof would be surfaced with asphalt shingles to provide an appearance generally consistent with residential dwellings.

#### (iii) Landscaping

New hedging or existing vegetation is provided to act as a visual screen and separation to adjacent residential properties including a large vegetated buffer at the rear of the site adjacent

residential properties on Mowat Crescent, Kings Road and Chandler Drive. Vimiga has also proposed to plant new trees and a number of large planting beds around the building and along Cobequid Road to soften the appearance of the building and provide an attractive appearance from the street. The proposed agreement requires that a professional Landscape Architect prepare a detailed landscaping plan prior to construction and to certify that the plan has been carried out prior to occupancy.

(iv) Lighting and Hours of Operation

Low pylon lamps with downward directional fixtures are proposed for either side of the driveway entrance and for the parking areas and the proposed agreement requires that all outdoor lighting be directed away from adjacent properties. Further, the proposed agreement sets out requirements for hours of operation and hours for the collection of solid waste.

(v) Land Use Issues

The range of uses permitted on a site also has an impact on land use compatibility, although this is not specifically identified by Policy UR-24. The proposed development agreement limits the uses permitted on the property to office uses and a small retail area not to exceed 500 square feet. The retail area is intended to primarily serve the tenants and clientele of the office suites and the agreement contains provisions to ensure that it could only be seen and accessed from within the main building.

Environmental Concerns

Concern was raised by the public relative to stormwater drainage issues. The Agreement requires that the applicant submit an Erosion and Sedimentation Control Plan, Stormwater Management Plan and Grading Plan prepared by a Professional Engineer. These plans must adhere to HRM standards, and ensure that if stormwater flows are changed no nuisance can be imposed on adjacent properties.

**Public Information Meeting:**

A Public Information Meeting was held on January 7, 2008 at Acadia School in Sackville. Minutes from the meeting are enclosed as Attachment D of this report. Items raised by the public include stormwater drainage, as there are some wet areas on the site; hours of operation for the future offices and solid waste collection for the building; the impacts of site lighting on adjacent properties; and yard setbacks to adjacent properties. Staff are of the opinion that the items raised by the public are adequately addressed in the proposed development agreement set out in Attachment A.

If Council sees fit to schedule a public hearing for this application, public notices advertising the hearing will be placed in the newspaper and property owners within the notification area will be contacted individually.

## **Conclusion**

It is the opinion of Staff that the proposed development is consistent with the intent of the Sackville MPS for commercial development within the Urban Residential designation along this portion of Cobequid Road. Staff are also of the opinion that the compatibility of the proposed development to surrounding land uses have been adequately addressed in the proposed development agreement. Staff recommend that North West Community Council approve the proposed development agreement, included as Attachment A 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 and the work 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, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

## **ALTERNATIVES**

1. Council may choose to approve the proposed development agreement set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff are satisfied that the proposed agreement is consistent with the policies and intent of the MPS.

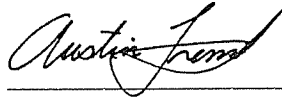
## **ATTACHMENTS**

Map 1	Generalized Future Land Use Map
Map 2	Zoning and Notification Map
Map 3	Site Plan
Attachment A	Proposed Development Agreement
Attachment B	MPS Policies
Attachment C	LUB Requirements for C-2 Zone
Attachment D	Public Information Meeting Minutes - January 7, 2008

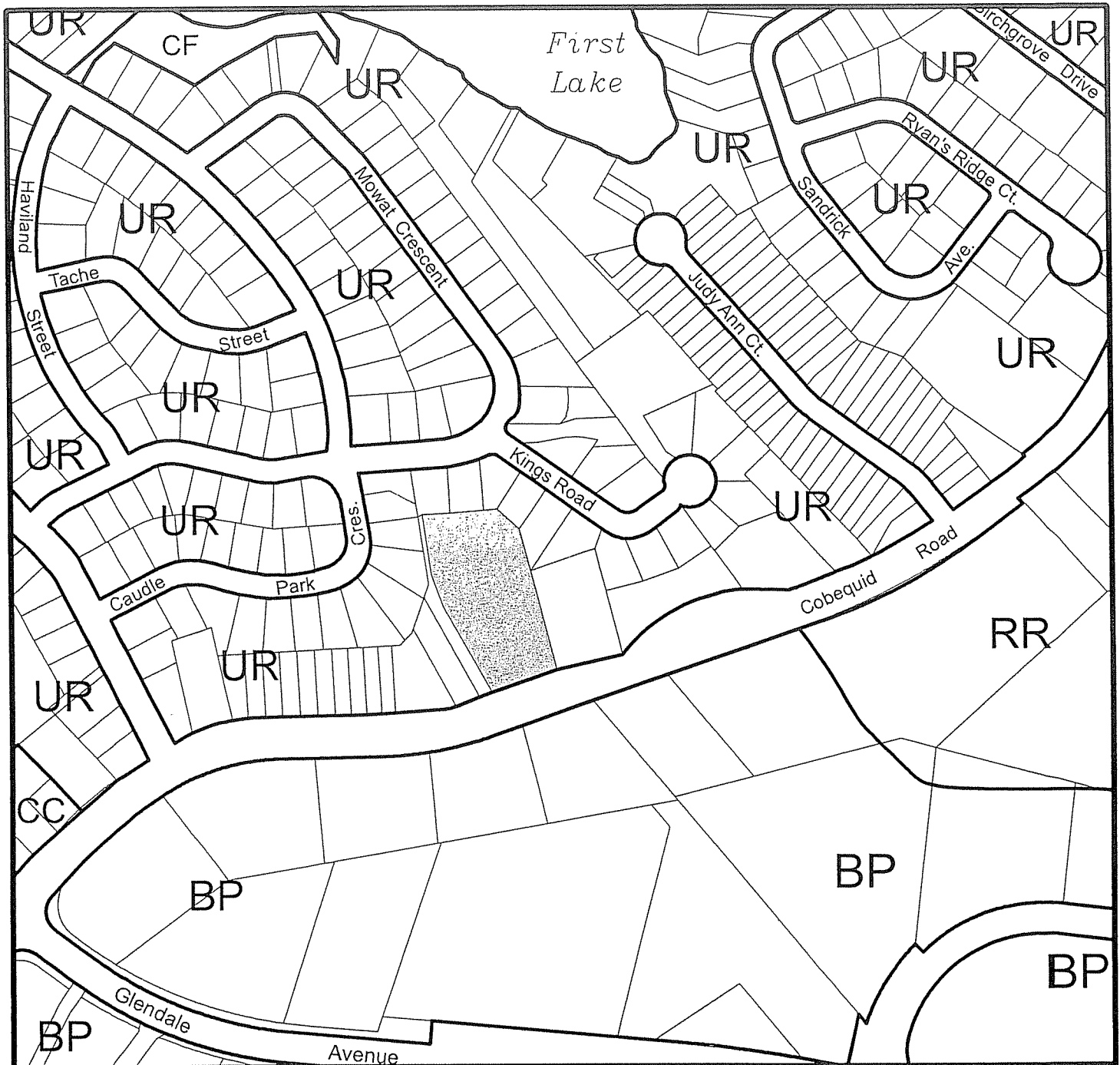
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by : Joseph Driscoll, Planner, 869-4262

Report Approved by:



Austin French, Manger of Planning Services, 490-6717



Map 1  
Generalized Future Land Use

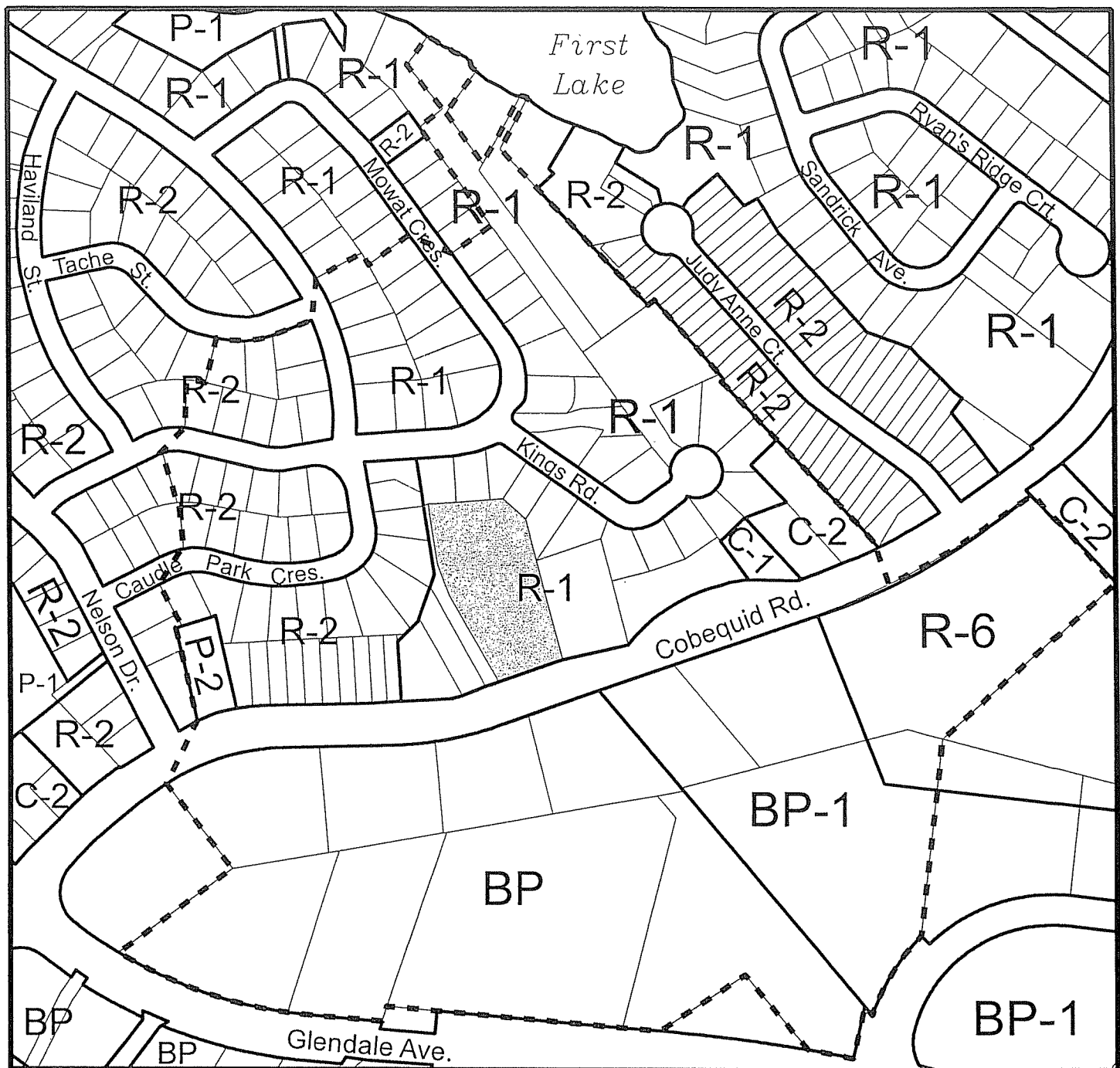


Subject Property

**HALIFAX**  
REGIONAL MUNICIPALITY  
Community Development  
Planning Services

- UR Urban Residential Designation
- CF Community Facility Designation
- CC Community Commercial Designation
- BP Business Park Designation





**Map 2  
Zoning**



**Subject Property**



- R-1 Single Unit Dwelling Zone
- R-2 Two Unit Dwelling Zone
- R-6 Rural Residential Zone
- BP Business Park Zone
- BP-1 Business Park - 1 Zone

- C-1 Local Business Zone
- C-2 Community Commercial Zone
- P-1 Open Space Zone
- P-2 Community Facility Zone

--- Notification Area









## **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 and use of the Lands shall comply with the requirements of the Sackville Land Use By-law and the Subdivision By-law, as may be amended from time to time.

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

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 Sackville 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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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 HRM 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.

### **1.4 Conflict**

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.

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 regulations, by-laws or codes applicable to any 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 All words unless otherwise specifically defined herein shall be as defined in the Sackville Land Use By-law and Subdivision By-law.

## **PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### 3.1 **SCHEDULES**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conform with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Number 01088:

The Schedules are:

- Schedule A: Legal Description of the Lands
- Schedule B: Site Plan
- Schedule C: Building Elevations
- Schedule D: Roof Plan and Preliminary Floor Plans

### 3.2 **REQUIREMENTS PRIOR TO APPROVAL**

3.2.1 Prior to the issuance of any municipal Permits, the Developer shall complete the MICI (Multi-unit/Industrial/Commercial/Institutional/Commercial) process.

3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Lighting Plan in accordance with Section 3.7 of this Agreement; and
- (b) Landscaping Plan in accordance with Section 3.8 of this Agreement.

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

- (a) Written confirmation from the Development Engineer indicating compliance with Section 4 of this Agreement (i.e. secondary services);
- (b) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required in Section 5 of this Agreement;
- (c) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan as required in Section 5 of this Agreement; and
- (d) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required in Section 3.8 of this Agreement.

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**

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

- (a) A two-storey office building; and
- (b) Any use permitted within the Single Unit Dwelling (R-1) Zone, subject to the provisions contained within the Sackville Land Use By-law as amended from time to time.

### **3.4 DETAILED PROVISIONS FOR LAND USE**

3.4.1 The Developer agrees that development of the Lands shall conform to Schedules B and C and shall adhere to the following:

- (a) The footprint of the building shall not exceed 5,330 square feet;

- (b) The gross floor area of the building shall not exceed 10,660 square feet; and
  - (c) The building shall not exceed a height of 35 feet.
- 3.4.2 The Developer agrees that the use of the Lands shall be limited to office uses, with the exception that a single retail space may be provided within the building, provided that the retail component is intended to serve the tenants and customers of the building and provided that the following conditions are met, in the opinion of the Development Officer:
- (a) The Developer agrees that there shall be no independent public entrance from the outside of the building to the retail space. Furthermore, access to the optional retail space must be gained from the 1<sup>st</sup> floor lobby area;
  - (b) The Developer agrees that no outdoor signage for the retail use shall be permitted. Signage for the retail use shall be permitted if it is wholly contained within the building and is not visible from Cobequid Road;
  - (c) The Developer agrees that the size of the retail space shall not exceed a gross floor area of 500 square feet; and
  - (d) Notwithstanding 3.4.2 (b), any retail use directly related to the services provided by one or more of the professional office tenants, as determined in the opinion of the Development Officer, shall be considered an extension of that personal service use and may advertise on any sign permitted pursuant to this Agreement and the Sackville Land Use By-law.

### **3.5 SITING AND ARCHITECTURAL REQUIREMENTS**

- 3.5.1 The Developer agrees that the building constructed on the Lands shall generally comply with the Schedules.
- 3.5.2 The building shall be located and oriented as illustrated on Schedule B.
- 3.5.3 The exterior building walls shall be clad with a cement board siding, such as Hardy Board or an equivalent, stone, clay or brick masonry or an equivalent but shall not include vinyl siding.
- 3.5.4 The decorative concrete columns located at the northwest and south facades of the building and at the main entrance shall be finished with a decorative sandblasted finish or clad in brick or stone masonry or an acceptable equivalent in the opinion of the Development Officer.

- 3.5.5 Any exposed concrete foundation in excess of .5 metres shall be finished with a decorative sandblasted finish, architecturally detailed, or veneered with stone or brick.
- 3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.7 All roof mounted mechanical and telecommunications systems (HVAC, fans, etc.) shall be wholly contained within the secondary roof structure that houses the service room. 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.
- 3.5.8 All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows.
- 3.5.9 The Developer shall be entitled to minor modifications to the architectural requirements of this section provided the changes are minor in nature, in the opinion of the Development Officer, and comply with the intent of this Agreement.

### **3.6 PARKING, CIRCULATION AND ACCESS**

- 3.6.1 The Developer agrees that the internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedule B and shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer.
- 3.6.2 The area identified on Schedule B as "Future Pkg" may be developed, as shown on the Schedules, provided that the coniferous hedges required pursuant to subsection 3.9.5 of this Agreement have matured to provide an opaque visual screen from the "Future Pkg" area to the adjacent residential properties in the opinion of the Development Officer. Alternatively, other forms of opaque screening, such as a solid board wood fence may be provided, if deemed an acceptable alternative in the opinion of the Development Officer.
- 3.6.3 The Development Officer may approve a reduction in the number of parking spaces illustrated on Schedule B, provided that such a reduction is consistent with the parking standards set out in the Sackville Land Use By-law as amended from time to time.

### **3.7 BUILDING AND SITE LIGHTING**

- 3.7.1 The Developer agrees that lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

- 3.7.2 Prior to the issuance of a Construction Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer. The Lighting Plan shall contain, but shall not be limited to, the following:
- (a) type of illuminating devices, fixtures, lamps, supports, other devices and its location on the premises; and
  - (b) sufficient detail to enable the Development Officer to ensure compliance with the requirements of Section 3.7. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

### **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.
- 3.8.2 **Landscaping Plan**  
Prior to the issuance of a Construction Permit, the Developer agrees to submit a Landscaping Plan which complies with the provisions of this section and generally conforms with the overall intentions of the preliminary landscape details shown on Schedule B. The Landscaping Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.3 The Developer agrees that landscaping or appropriate vegetative cover shall be provided in all disturbed areas not occupied by buildings, walkways, driveways and parking areas except for areas where natural vegetative cover is maintained.
- 3.8.4 Further to section 3.8.3, landscaped areas shall be grassed or include landscape features such as mulch, stone, water features, perennials, annuals, shrubs or other vegetation and features deemed acceptable by the Development Officer.
- 3.8.5 **Landscape Details**  
Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).



### 3.8.6 Retaining walls

All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or an acceptable equivalent in the opinion of the Development Officer.

### 3.8.7 Walkways

All pedestrian walkways shall be finished with a hard surface such as concrete, brick, stone, or an acceptable equivalent in the opinion of the Development Officer, but does not include asphalt. Where applicable, the retaining walls shall comply with HRM Municipal Service Specifications Design Guidelines.

### 3.8.8 Screen Utilities

Shrub material shall be used to screen any electrical transformers or other utility boxes.

### 3.8.9 Compliance with Landscaping Plan

Prior to issuance of the 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 Agreement.

3.8.10 Notwithstanding subsection 3.8.9, the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. 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 this 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 LAND USE BUFFER AREA

3.9.1 The Developer agrees that the existing wooded area identified on Schedule B as "Existing Landscaped Buffer and Drainage Swale" shall be retained to act as a natural buffer and visual screen to adjacent properties. No removal of trees shall be permitted within the buffer area except in accordance with subsections 3.9.2 and 3.9.3 of this Agreement. The buffer area shall be identified on any plan and shall be delineated in the field prior to the issuance of any Construction Permit.

3.9.2 Notwithstanding 3.9.1, where in the opinion of the Development Officer a tree poses a danger to people or property or is in severe decline, the tree may be removed and

replaced with a similar species with a minimum caliper of 60 mm measured 300 mm from the ground at the expense of the property owner. At the discretion of the Development Officer, the property owner may be required to engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other qualified professional to certify in writing that a tree poses a danger to people or property or is in severe decline prior to granting approval for removal of the tree.

- 3.9.3 Any tree removed without authorization of the Development Officer shall be replaced with two new trees of a similar species and a minimum caliper of 60 mm measured at a height of 300 mm above the ground, at the expense of the property owner.
- 3.9.4 Notwithstanding 3.9.1, the Development Officer may authorize the removal of low-lying shrubs and undergrowth and the selective removal of vegetation where authorized in writing as part of the Landscaping Plan identified in subsection 3.8.2.
- 3.9.5 The Developer agrees to provide coniferous hedges, as illustrated on Schedule B, which shall be identified on the Landscaping Plan required pursuant to subsection 3.8.2. The hedges shall be of a sufficient species, size and spacing to act as year round visual screens to adjacent properties once mature, in the opinion of the professional Landscape Architect that prepares the Landscaping Plan.

### **3.10 MAINTENANCE**

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and 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 removal/salting of walkways and driveways.

### **3.11 SIGNS**

- 3.11.1 Signage shall be limited to identifying the businesses on the Lands except that no signage shall be permitted for the retail use except in accordance with subsection 3.4.2. (d) of this Agreement.
- 3.11.2 One (1) sign shall be permitted on the Lands and shall not exceed a height of 18 feet or an area of 150 square feet per face.
- 3.11.3 Notwithstanding subsection 3.11.2, minor directional ground and fascia signs required for vehicular/pedestrian traffic and "way-finding" purposes shall be permitted.
- 3.11.4 No mobile, moveable or fluorescent coloured signs shall be permitted.

3.11.5 Except as otherwise specifically provided for above, all signs shall comply with the requirements of the Community Commercial (C-2) Zone as set out in the Sackville Land Use By-law.

### **3.12 CONSTRUCTION/SALES TRAILER**

A trailer shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction of the development in accordance with this Agreement. The construction trailer shall be removed from the Lands prior to the issuance of the Occupancy Permit.

### **3.13 OUTDOOR STORAGE AND DISPLAY**

3.13.1 No outdoor storage or display shall be permitted on the Lands. Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.

3.13.2 Propane tanks and electrical transformers shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing/masonry walls with suitable landscaping.

### **3.14 HOURS OF OPERATION**

3.14.1 The office uses and retail space shall be permitted to operate between the hours of 7:00 am and 8:00 pm Monday through Friday (inclusive) and between 9:00 am and 4:00 pm on Saturdays and Sundays.

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

## **4.0 STREETS AND MUNICIPAL SERVICES**

### **4.1 General**

All applicable construction shall satisfy the Municipal Service Systems Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes, provided the modifications serve to maintain or enhance the intent of this Agreement.

### **4.2 Off-Site Disturbance**

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated,

removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

**4.3 Water System**

The water distribution system shall conform with the design and construction requirements of the Halifax Water Commission.

**4.4 Sanitary Sewer**

The sanitary sewer system shall conform with design and construction standards of the HRM Municipal Service Systems Design Guidelines, unless otherwise acceptable to the Development Engineer.

**4.5 Solid Waste Facilities**

The development shall include a designated space for three stream (refuse, recycling and composting) source separation services, identified as "Trash" on Schedule B. 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. This solid waste storage area shall be screened from public view by means of opaque fencing or masonry walls with suitable landscaping.

**5.0 ENVIRONMENTAL PROTECTION MEASURES**

**5.1 Stormwater Management Plan**

The Developer shall engage a Professional Engineer to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, wetlands, vegetative swales, filter strips, and buffers to minimize any adverse impacts on adjacent lands or stormwater drainage systems during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development.

**5.2 Erosion and Sedimentation Control Plan**

The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan for the development of the Lands. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented.

**5.3 Grading Plan**

The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer a detailed Grading

- Plan for the development. No work is permitted on the Lands until the requirements of this clause have been met and implemented unless otherwise stated in this Agreement.
- 5.4 The Development Engineer shall have discretion to accept a modified submission that, in the opinion of the Development Engineer, fulfills the requirements of the Plans identified in 5.1, 5.2 and 5.3.
- 5.5 The Developer agrees to construct at its own expense the Stormwater Management System which conforms to HRM standards. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.
- 5.6 All 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.
- 5.7 **Failure to Conform to Plans**  
If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 5, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.

## **6.0 AMENDMENTS**

### **6.1 Substantive Amendments**

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

### **6.2 Non-Substantive Amendments**

The following items are considered by both parties to be non-substantive and may be amended by resolution of the Council.

- (a) The granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 8.4 of this agreement;
- (c) Changes to the architectural requirements as shown on the attached Schedules or as detailed in Section 3.5 which, in the opinion of Council, are not minor in nature; and
- (d) Changes to the landscaping measures as shown on Schedule B or as detailed in Section 3.8 which, in the opinion of Council, are not minor in nature.

In considering the approval of a non-substantive amendment under Section 6.2, property owners within 500 feet of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

## **7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **7.1 Enforcement**

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

### **7.2 Failure to Comply**

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 15 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (1) 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;
- (2) 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 development 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 Lands and be shown on any tax certificate issued under the Assessment Act;
- (3) 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 Sackville Land Use By-law; and
- (4) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

## **8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **8.1 Registration**

A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

### **8.2 Subsequent Owners**

8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which is the subject of this Agreement until this Agreement is discharged by the Council.

8.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

### **8.3 Commencement of Development**

8.3.1 In the event that development of the Lands, has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 For the purposes of this section, commencement shall mean the issuance of a Construction Permit.

8.3.3 If the Developer(s) fails to complete the development, or after 5 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, 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.

### **8.4 Completion of Development**

Upon the completion of the development or portions thereof, or after 5 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2008.

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

\_\_\_\_\_

) **VIMIGA ENTERPRISES INC.**

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

) \_\_\_\_\_  
) **HALIFAX REGIONAL MUNICIPALITY**

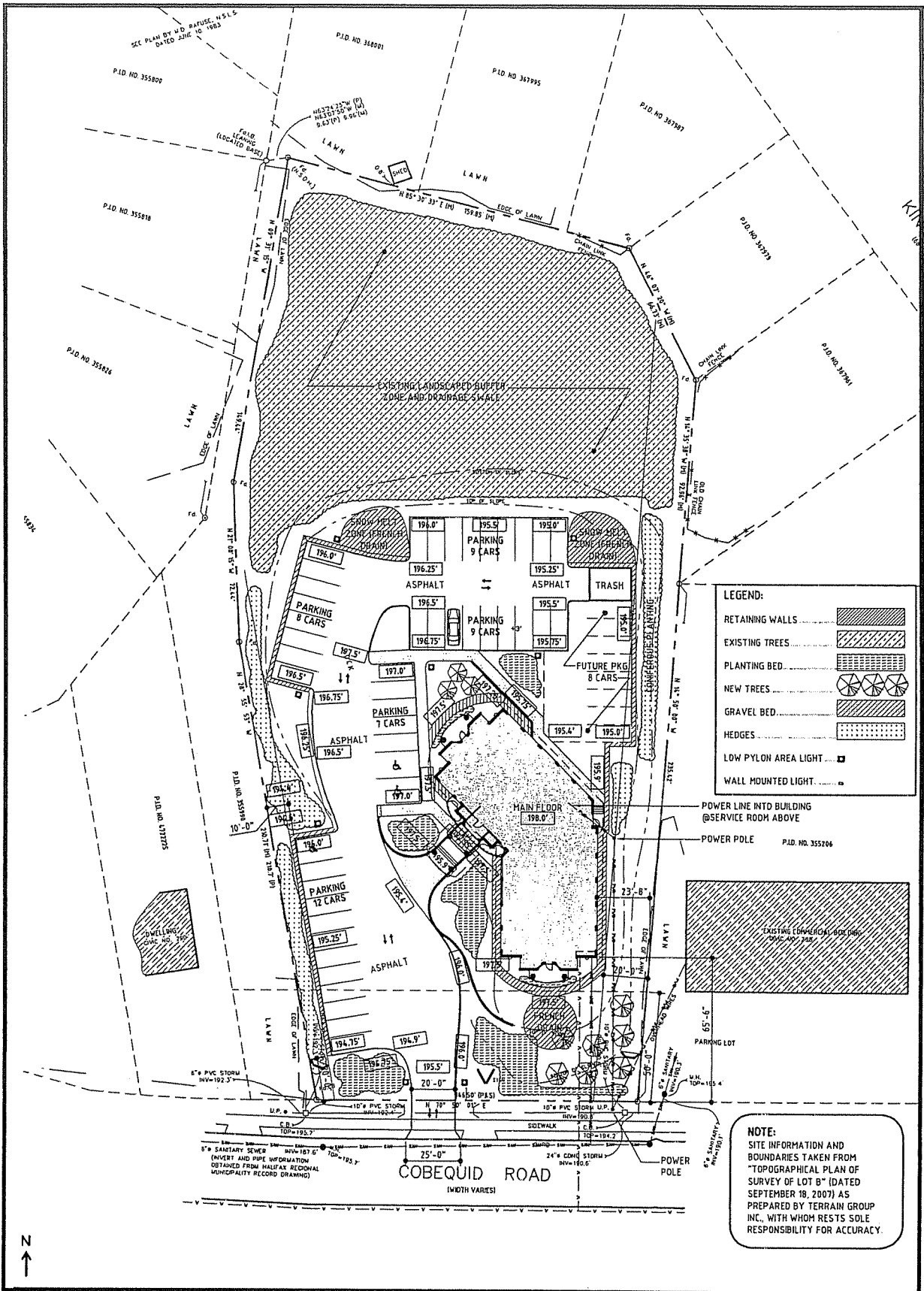
) Per: \_\_\_\_\_

) **MAYOR**

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

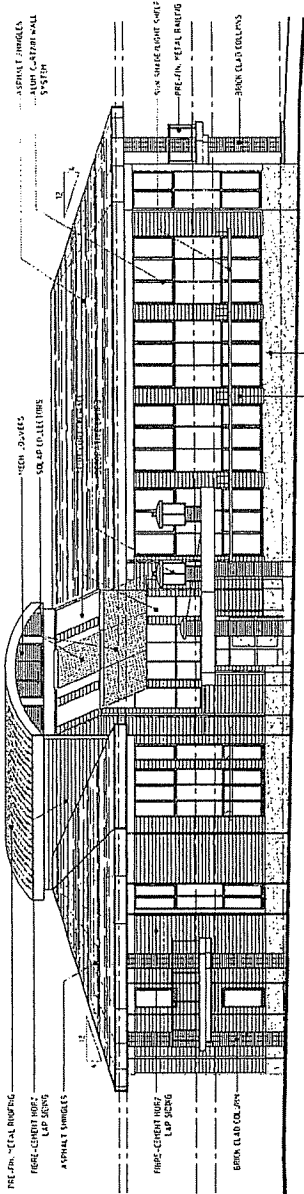
) **MUNICIPAL CLERK**



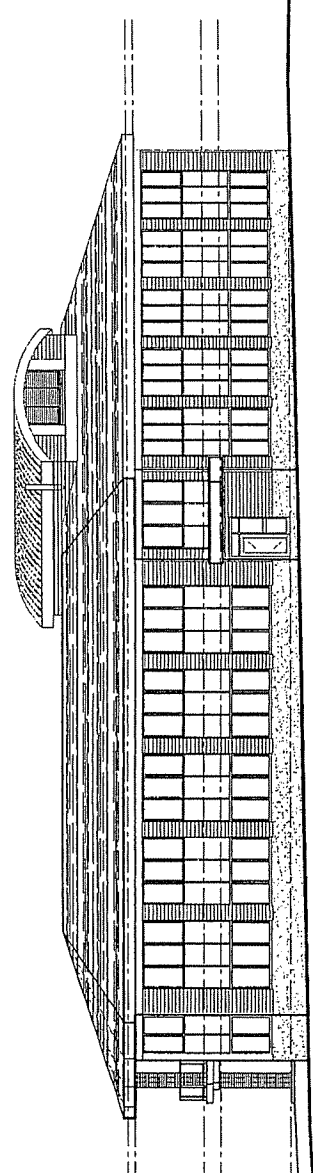


Schedule B  
Site Plan

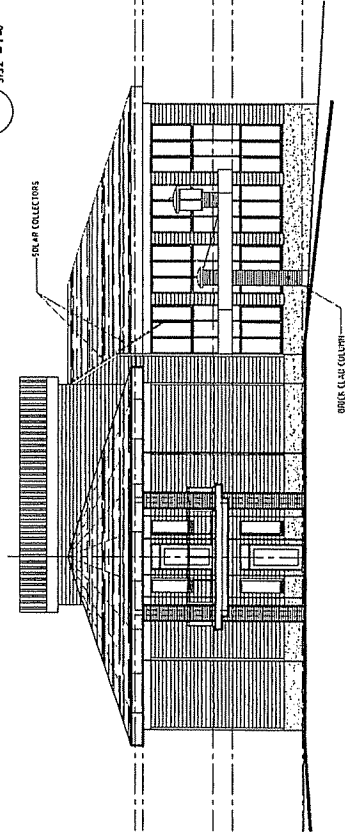
HRM does not guarantee the accuracy of any base map information on this map.



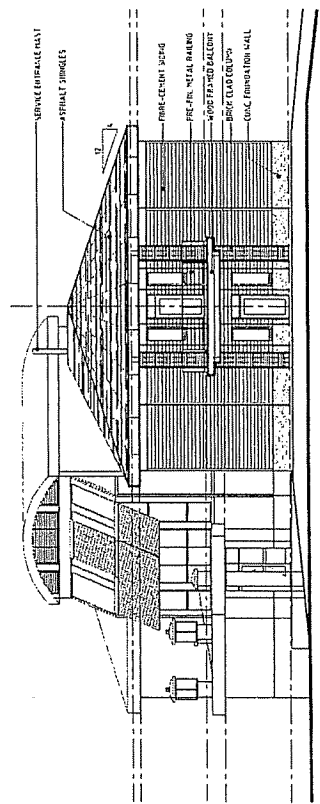
1 SOUTH-WEST ELEVATION  
3/32" = 1'-0"



2 NORTH-EAST ELEVATION  
3/32" = 1'-0"



1 NORTH-WEST ELEVATION  
3/32" = 1'-0"

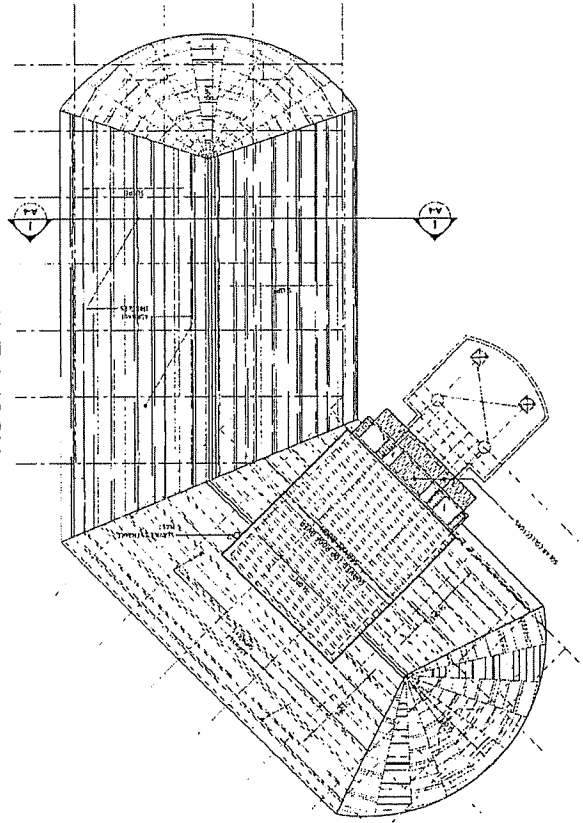


2 SOUTH-EAST ELEVATION  
3/32" = 1'-0"

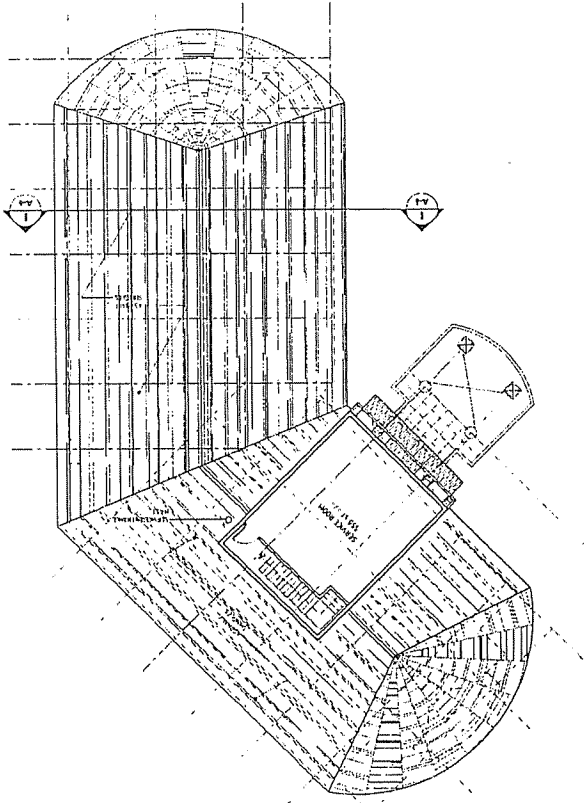
Schedule "C"  
Building Elevations



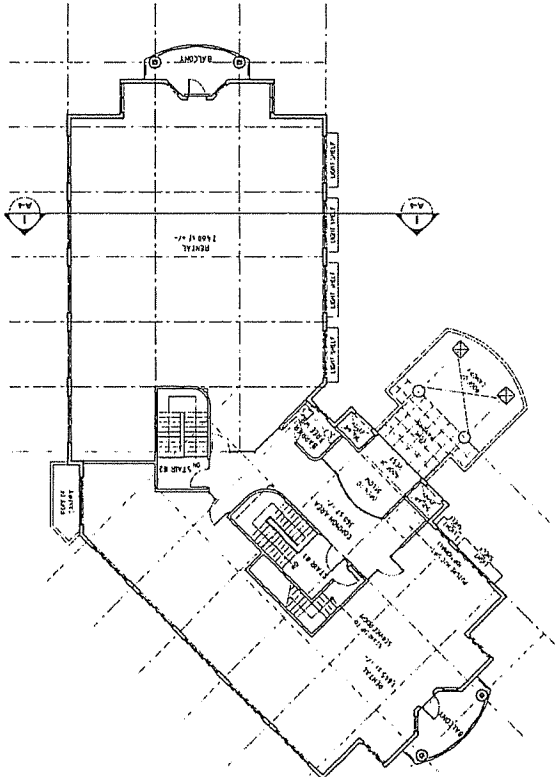
ROOF PLAN



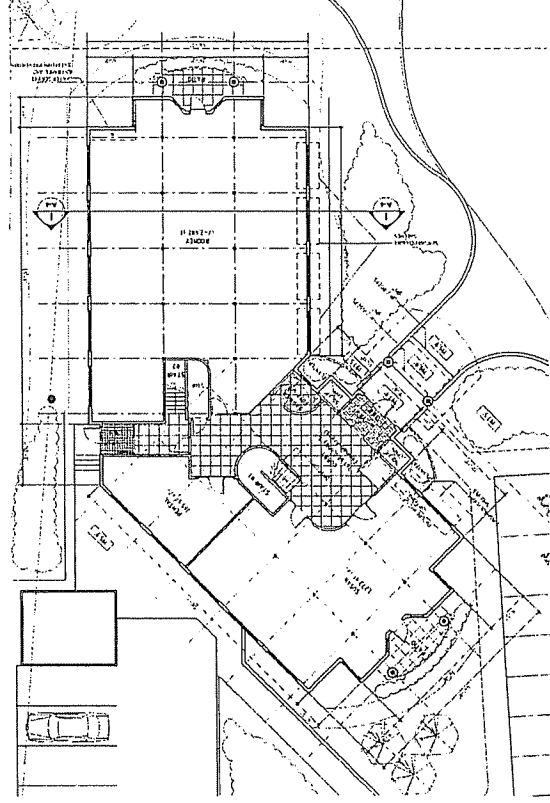
SERVICE ROOM PLAN



LEVEL 2 FLOOR PLAN



LEVEL 1 FLOOR PLAN



Schedule "D"  
 Roof Plan and Preliminary Floor Plans

### Attachment B: MPS Policies

In keeping with the intent of the Urban and Rural Residential Designations, a primary goal in considering additional commercial developments in this area will be the protection of adjacent residential developments. The use of development agreements will ensure that future commercial development occurs in a controlled manner which recognizes the concerns of the adjacent residential community.

UR-24 Notwithstanding Policies UR-2 and RR-2, within the Urban and Rural Residential Designations, Council may consider permitting community commercial zone uses on properties along the Cobequid Road, between Sackville Drive and First Lake Drive, according to the development agreement provisions of the Planning Act. In considering such agreements, Council shall have regard to the following:

- (a) that no proposal shall be considered on lands along the northwest side of Cobequid Road, south of Glendale Drive;
- (b) that the site has frontage on and direct access to Cobequid Road;
- (c) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;
- (d) that adequate provision is made for buffering and screening from adjacent residential properties;
- (e) that site design features, including landscaping, signage, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of users of the development;
- (f) that appropriate controls are established to address environmental concerns, including stormwater runoff;
- (g) hours of operation;
- (h) maintenance of the development; and
- (i) the provisions of Policy IM-13.

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:

- (a) 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;
- (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 the development; and

- (v) the potential for damage to or for destruction of designated historic buildings and sites.
- (c) that controls are placed on the proposed development 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.
- (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;
- (e) any other relevant matter of planning concern; and
- (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.**

**Attachment C: LUB Requirements for C-2 Zone**

**PART 15: C-2 (COMMUNITY COMMERCIAL) ZONE**

**15.1 C-2 USES PERMITTED**

No development permit shall be issued in any C-2 (Community Commercial) Zone except for the following:

Commercial Uses

Retail stores  
Food stores  
Service and Personal Service Uses  
Offices  
Commercial schools  
Banks and financial institutions  
Restaurants and drive-in and take-out restaurants  
Outdoor display courts  
Shopping plazas and malls  
Motels and hostels  
Commercial recreation uses  
Service stations  
Taxi and bus depots  
Parking lots  
Greenhouses and nurseries  
Veterinary hospitals and kennels  
Welding, plumbing and heating, electrical and other special trade contracting services and shops  
Local fuel distribution facilities  
Re-cycling depots within wholly enclosed buildings  
Automotive repair outlets  
Funeral parlours and undertaker establishments  
Existing auto body shops  
Existing transport facilities and maintenance yards  
Existing construction yards and maintenance facilities

Residential Uses

Existing dwellings  
Existing multiple unit dwellings  
Boarding and rooming houses

Community Uses

Open space uses  
Institutional uses

15.2 C-2 ZONE REQUIREMENTS: COMMERCIAL AND RESIDENTIAL USES

In any C-2 Zone, where uses are permitted as Commercial Uses or Residential Uses, no development permit shall be issued except in conformity with the following:

Minimum Lot Area:	central services	6,000 square feet (558 m <sup>2</sup> )
	on-site services	20,000 square feet (1,858 m <sup>2</sup> )
Minimum Frontage:	central services	60 feet (18.3 m)
	on-site services	100 feet (30.5 m)
Minimum Front or Flankage Yard	30 feet (9.1 m)	
Minimum Rear or Side Yard	15 feet (4.6 m)	
Maximum Lot Coverage	50 per cent	
Maximum Height of Main Building	35 feet (10.7 m)	

15.3 OTHER REQUIREMENTS: SERVICE STATIONS

Notwithstanding the provisions of Section 13.2, where any service station is erected in any C-2 Zone the following shall apply:

- (a) Minimum Lot Area 30,000 square feet (2,787 m<sup>2</sup>)
- (b) Minimum Frontage 150 feet (45.7 m)
- (c) No portion of any pump island shall be located closer than twenty (20) feet (6.1 m) from any street line.
- (d) The minimum distance between ramps or driveways shall not be less than thirty (30) feet (9.1 m).
- (e) The minimum distance from a ramp or driveway to a road intersection shall be fifty (50) feet (15.2 m).
- (f) The minimum angle of intersection of a ramp to a road line shall be forty-five (45) degrees.
- (g) The width of a ramp shall be a minimum of twenty (20) feet (6.1 m) and a maximum of twenty-six (26) feet (7.9 m).

15.4 OTHER REQUIREMENTS: COMMERCIAL FLOOR AREA

- (a) The gross floor area of all commercial buildings on a lot in any C-2 Zone shall not exceed ten thousand (10,000) square feet (929 m<sup>2</sup>).
- (b) Notwithstanding the provisions of Subsection 13.4(a), where welding, plumbing and heating, electrical and other special trades contracting services and shops are permitted in any C-2 Zone, no such shop shall exceed thirty-five hundred (3,500) square feet (325 m<sup>2</sup>) of gross floor area.

- (c) Notwithstanding the provisions of Subsection 13.4(a), where offices are permitted in any C-2 Zone, no office building shall exceed five thousand (5,000) square feet (465 m<sup>2</sup>) of gross floor area.

#### 15.5 OTHER REQUIREMENTS: OPEN STORAGE AND OUTDOOR DISPLAY

Where any portion of any lot in any C-2 Zone is to be used for open storage or outdoor display, the following shall apply:

- (a) Any area devoted to open storage shall not exceed fifty (50) per cent of the lot area.
- (b) No open storage shall be permitted within any required front yard.
- (c) No outdoor display shall be located within ten (10) feet (3 m) of any front lot line.
- (d) No open storage or outdoor display shall be permitted within any yard in a C-2 Zone where such yard abuts any Residential or Community Uses Zone, except where a fence or other visual and physical barrier is provided within the abutting yard.

#### 15.6 OTHER REQUIREMENTS: PARKING LOTS

Where parking lots are permitted in any C-2 Zone, whether in conjunction with other uses or as a separate use of land, the following shall apply:

- (a) Where any C-2 Zone abuts any Residential or Community Uses Zone, no portion of any parking space within the C-2 Zone shall be permitted within ten (10) feet (3 m) of any side or rear lot line.
- (b) No portion of any parking space within any C-2 Zone shall be located within ten (10) feet (3 m) of any front lot line.

#### 15.7 C-2 ZONE REQUIREMENTS: COMMUNITY USES

In any C-2 Zone, where uses are permitted as Community Uses, no development permit shall be issued except in conformity with the provisions of Part 19 and Part 20 as are applicable.

#### 15.8 OTHER REQUIREMENTS: EXISTING USES

Existing uses which are in excess of the maximum gross floor area requirements of Section 15.4 shall be permitted as existing uses. Any expansion to such existing uses may only be considered by development agreement.

#### 15.9 OTHER REQUIREMENTS: SACKVILLE TOWN CENTRE

Notwithstanding the provisions of Section 15.1, and 15.4, the existing Sackville Town Centre Shopping Centre, located on the lot identified by LRIS Number 362442, may be used for any **of the uses listed below**. In conformity with Section 15.8, expansion of the Shopping Centre may only be considered by development agreement. **(RC-May 7, 2002; Effective-June 29, 2002)**



### Commercial Uses

Retail stores  
Food stores  
Service and Personal Service Uses  
Offices  
Commercial schools  
Banks and financial institutions  
Restaurants and drive-in and take-out restaurants  
Outdoor display courts  
Shopping plazas and malls  
Theatres and cinemas  
Entertainment uses  
Motels, hotels and hostels  
Commercial recreation uses  
Service stations  
Taxi and bus depots  
Parking lots  
Greenhouses and nurseries  
Veterinary hospitals and kennels  
Welding, plumbing and heating, electrical and other special trade contracting services and shops  
Local fuel distribution facilities  
Re-cycling depots  
Automotive repair outlets  
Funeral Parlours and undertaker establishments  
Wholesale bakeries  
Printing and publishing establishments  
Existing auto body shops  
Existing transport facilities and maintenance yards

### Residential Uses

Up to two (2) dwelling units in conjunction with commercial uses  
Existing dwellings  
Boarding and rooming houses

### Community Uses

Open space uses  
Institutional uses (RC-May 7, 2002; Effective-June 29, 2002)

## Attachment D: Public Information Meeting

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 01088 - Vimiga Enterprises**

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7:00 p.m.

Monday, January 7, 2008

Sackville Library (Fenerty/Program Room)

**STAFF IN**

**ATTENDANCE:**

Joseph Driscoll, Planner, HRM Planning Services  
Cara McFarlane, Administrative Support, HRM Planning Services

**ALSO IN**

**ATTENDANCE:**

Councillor Bob Harvey, District 20  
Richard Kassner, Kassner Goodspeed Architects Ltd.  
Paul Jollymore, In2Green  
Rodney Thompson, Vimiga Enterprises  
Walter Regan, Member of North West Planning Advisory  
Committee (NWPAC) and Sackville River Association (SRA)

**PUBLIC IN**

**ATTENDANCE:**

16

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The meeting commenced at approximately 7:02 p.m.

**1. Opening remarks/Introductions/Purpose of meeting**

Mr. Driscoll introduced himself as the planner guiding this application through the process; Councillor Bob Harvey, District 20; Richard Kassner, Kassner Goodspeed Architects Ltd.; Paul Jollymore, In2Green; Rodney Thompson, Vimiga Enterprises; and Cara McFarlane, HRM Planning Services.

This is an application by Vimiga Enterprises to develop a two-storey, four suite, professional building on Cobequid Road. Two of the suites would be occupied by the principles of Vimiga with the other two filled by professional or medical uses.

Mr. Driscoll went over the agenda for the meeting.

The purpose of the public information meeting is to identify that HRM has received an application, identify the scope of what the development proposal is, provide the public with an overview of the planning process, and to give the public an opportunity to ask questions and make comments.

Mr. Driscoll showed the location of the subject property.

The property is R-1 (Single Unit Dwelling) Zone with a land use designation of UR (Urban Residential). There are policies within the Sackville Municipal Planning Strategy (MPS) that are intended to set out the direction for how property can be developed within the UR Designation.

The Sackville MPS contains policy that does enable council to consider certain commercial uses within the UR Designation in certain areas including this portion of Cobequid Road. In this case, this proposal can be considered by council through the development agreement process. HRM staff will review the proposal against the criteria and make a recommendation to council.

Mr. Driscoll defined a development agreement.

## **2. Overview of planning process**

Mr. Driscoll explained the development agreement process. This public information meeting is the initial stage of the process in order to allow the public to provide feedback.

## **3. Presentation of Proposal**

### **Paul Jollymore, Project Manager, In2Green**

In2Green was developed close to two years ago. Their notion is to create sustainable buildings and, where possible, energy neutral. It is the applicant's mandate for the proposed building to be carbon neutral by using solar tubes and chimneys.

### **Richard Kassner, Kassner Goodspeed Architects Ltd.**

The intent of this proposal is to achieve a carbon neutral foot print for the building. This site is not suitable for wind energy.

A rendition of the building was shown.

The location of the site within the neighbourhood was shown.

The site is about three times as big as the average lot. The footprint will be approximately the same as the Scotia Signs building. The ground level will be approximately 5328 square feet. This is the last residential property on that strip of Cobequid Road as everything else has been developed into commercial uses.

The properties surrounding the site were shown.

The proposed building is within the same scale as the surrounding sites (proposed or previously developed).

The roof of the building is sloped and there are lots of windows to allow the building to fit in with the residential buildings surrounding the site.

A rendition of the back of the building that will be seen by the neighbours was shown. There is a flat facade on the back. The main entrances will be in the front of the building and a back door for the people parking in the rear.

The parking areas are relatively small (7 to 11 lots) with lots of vegetation surrounding them for buffering and interruption of asphalt.

The building will be occupied by three tenants on the ground floor and two to three on the top floor. All uses will be professional/medical. The hours of operation will be normal medical office hours (7:00 a.m. to 6:00 p.m.). There are 52 parking spaces provided with no overnight parking intended.

Vertical chases (solar chimneys) on the building which will collect heat and create a draft in the building to be used for heating and cooling at a reduced cost.

The footprint of the building is 5328 square feet with a two-storey atrium. It is extremely heavily insulated with wood stud construction. The upper floor will be built with post and beam frame with a concrete slab and exterior lap siding and brick with lots of windows. There will be light shelves on the south wall with high performance glazed, high foundation walls. The roof will be framed with pre-engineered wood trusses at a 4/12 slope with asphalt shingles. The roof edges will be pre-finished with aluminum fascia cladding and trims.

The applicant would like to hold back any stormwater surcharge, manage it on-site and allow it to trickle into the system on it's own. It would be filtered through a number of french drains. They would like to retard the flow of water from the building to the drainage swale that exists at the back of the site.

The applicant would like to take the rain water and use it for a grey water flush system for the sanitary sewer. By using available water on-site, fresh water use would be cut down.

Domestic hot water, space heating, ventilation and cooling would be regulated by solar chimneys, evacuated solar collection tubes and the potential of ground based heat pumps. The heating system is intended to be an in-floor radiant system so there is uniform heat throughout.

There is more than adequate power within the grid for electrical services to support this building on the site.

Site security was an issue brought up. The intent is to open up the back of the lot visually by clearing the scrub out at ground level and maintain the canopy of trees.

#### 4. Questions/Comments

Derek Shiers, Kings Road, is concerned about the drainage in the area as it has been a major issue for him and his neighbour. Mr. Kassner said that managing the water on site should alleviate that issue.

One resident's concern is Spring runoff because the water comes right up to his fenceline. He is concerned about what will happen five years down the road when the ground has shifted from clearing the back of the lot. Mr. Kassner said the notion is to promote drainage.

The resident wondered if the boulders will be removed from the site. Mr. Kassner said it depends on their location. Most of that will be covered. The resident was concerned that building on top would push the water towards the properties that are already there. Mr. Kassner said there are approximately four french drains in the proposal. Everything will be piped into those areas. The water will filter through those drains before they enter into the swale. Therefore, stalling the movement of water to avoid the surcharge.

Mr. Jollymore mentioned that the area will not be cleared but testbeds have been created to test the soil and water in the area.

Mr. Driscoll explained that in regards to stormwater management, the applicant has done some preliminary work so far. They will have to provide detailed stormwater management plans in the end.

Councillor Harvey said in terms of the sanitary sewer and stormwater, there are no plans to extend the serviceable boundary further up the Cobequid Road.

Ernie Williams, Pope Crescent, mentioned that the rocks at the back of the property go very deep. Mr. Kassner said that is why they do not want to remove them.

Tony Walsh, Kings Road, hopes the applicant's plan moves the water and brings the table down a bit.

Councillor Harvey mentioned that any extension of the sanitary or stormwater system would require major changes down Cobequid Road to Sackville Drive (the main sewer line goes down Hillside, Hillcrest and then down Sackville Drive) because it is not equipped to handle much more of a flow further up.

Walter Regan, member of NWPAC and SRA, hopes this proposed application is approved and the building constructed. Will a heritage inspection of the site be done? Mr. Kassner said excavation may lead to some archaeological issues. Mr. Jollymore said there are pieces of cobblestone foundation but nothing historical.

Mr. Regan asked if a sewage holding tank will be in the building. Mr. Kassner said the building will not generate much sewage. The holding tank will be for the gray water flush system plan.

Mr. Regan wondered if the pipe that was shown is part of the stormwater system that goes to the Sackville River. He mentioned that holding the flush back and controlling the flow to the river is very important. Mr. Kassner said that would come in the next stage.

Mr. Regan asked how wide the buffers to the neighbours would be. Mr. Kassner said in the back it would be well over 100 feet. Mr. Driscoll believed the closest was to an existing commercial property which was about 23 feet. There is also a five foot hedge buffering the house beside the lot.

Mr. Regan mentioned that it would be great to reduce parking because of groundwater recharge. Will there be any oil/grit separators installed on the site? Mr. Kassner said everything off the site will go through the system. They will consider the separators.

Mr. Regan asked if the applicant would consider right-hand turns only. Mr. Kassner said the traffic statement does not show any concerns that would warrant such a requirement.

Mr. Regan asked if there will be bike racks and showers. Mr. Kassner said the layout has not been done for the inside. Mr. Driscoll mentioned that bike parking is required as per the LUB.

Mr. Regan asked if the applicant would be putting in for LEED. Mr. Kassner said no. They want to achieve what LEED is doing but without having to worry about getting the labels.

Mr. Regan asked about night lighting. Mr. Kassner said the lighting is intended to be below the tree canopy. They are also investigating solar powered lighting. Mr. Driscoll said the light would be required to be directed toward entranceways and parking and away from adjacent properties.

Mr. Regan asked about hours of operation on Saturday and Sunday. Mr. Thompson can't speak for the other tenants but his office would not be operating on Saturdays or Sundays.

Mr. Regan asked if the applicant looked at having a green roof. Mr. Kassner said it was contemplated initially but would not fit into the residential compatibility.

Mr. Regan asked if the "swale" is actually a wet area. Mr. Kassner said it is not designated a wet area. Nova Scotia Department of Environment and Labour provided a letter stating that it was not a wetland. Mr. Driscoll said the application would not likely go before WAB.

Mr. Regan asked about the air conditioning ventilation fans. Mr. Jollymore said the air conditioning would be handled through the solar chimney. The chimney should draw in and treat the air. There will not be any machinery outside. The arch at the top will be the mechanical space.

Mr. Regan asked about garbage collection. Mr. Kassner said there is a fenced-in area in the back of the building.

One resident asked if there will be more vegetation planted in the back. Mr. Kassner said it depends on what is left after the scrub is cleared out. Mr. Jollymore would like to keep as much of the

existing vegetation as possible. The resident asked if the applicant would be willing to add extra trees or plants. Mr. Kassner said they would if necessary but it would have to fit in with the solar design.

Marcel Parsons, Leaside Drive, asked if the proposal was LEED certified, what would it be? Mr. Kassner can't say as the next step would be when the engineering component comes into play.

Mr. Parsons asked if Cobequid Road will be assuming it's own zoning. If so, how will future homeowners in the area know what they are buying into? Mr. Driscoll explained that there is no plan to look at intensifying commercial development in this area of Cobequid Road. The planning policy in this area recognizes that the area has been historically residential. All commercial uses are approved through a planning process.

Jennifer Goodwin, Caudle Park Crescent, wondered if it would remain a professional office building. Mr. Driscoll said the development agreement will set out what is permitted on the property and this is carried on with property. Ms. Goodwin asked if the development agreement could be viewed before any decision is made. Mr. Driscoll mentioned that the proposed development agreement will be attached to the staff report which is available to the public before the public hearing.

One resident asked if there was a restrictive covenant on that piece of land. Mr. Kassner said there is nothing in the deed.

Steve Craig, Sackville, thinks this is a great proposal and agrees with everything Mr. Regan said. He wondered about the reflective nature of all the glass from the building onto Cobequid Road. Mr. Kassner mentioned that the nature of solar glass is different (low reflective) from reflective glass.

One resident asked for a copy of the design. Mr. Jollymore said they would make available a small brochure. Mr. Driscoll mentioned that the concept plans and site plans are available through HRM.

Ms. Goodwin asked if there will be blasting for the foundation. Mr. Kassner said they would be digging but not likely blasting.

Mr. Walsh likes the solar and green design.

## **5. Closing comments**

Mr. Driscoll thanked everyone for coming to the meeting and expressing any comments and concerns they may have.

## **6. Adjournment**

The meeting adjourned at approximately 8:26 p.m.