



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 13.1.2
North West Community Council
February 8, 2016

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY: Bob Bjerke, Chief Planner and Director, Planning & Development

DATE: January 15, 2016

SUBJECT: **Case 19260: Development Agreement, Southeast Corner of Stokil Drive and Beaver Bank Road, Lower Sackville**

ORIGIN

Application by W.M. Fares Group.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as contained in Attachment A of this report, to allow for a 51 unit multiple unit dwelling at the southeast corner of the intersection of Stokil Drive and Beaver Bank Road, Lower Sackville, and schedule a public hearing;
2. Approve the proposed development agreement which shall be substantially of the same form as set out in Attachment A of this report, to allow for a 51 unit multiple unit dwelling at the southeast corner of the intersection of Stokil Drive and Beaver Bank Road, Lower Sackville; and
3. Require the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

An application has been submitted by W.M. Fares, on behalf of the property owners Yousef and Augustus Ghosn, to construct a 51 unit multiple unit dwelling on the vacant property located at the southeast corner of the intersection of Stokil Drive and Beaver Bank Road, Lower Sackville. The Sackville Municipal Planning Strategy requires that new multiple unit dwellings be considered through the development agreement process.

Subject Property

Location	Southeast corner of the intersection of Stokil Drive and Beaver Bank Road, PID 40588089
Area	0.40 hectares (1 acre)
Regional Plan Designation	US- Urban Settlement
Community Plan Designation (Map 1)	CC (Community Commercial) as per the Sackville Municipal Planning Strategy (MPS)
Current Zoning (Map 2)	C-2 Zone (Community Commercial) as per the Sackville Land Use By-law (LUB)
Current Use	Vacant
Surrounding Land Uses	Church to the east; Church, two multiple unit dwellings and a 14 unit townhouse development to the north; A farmers market and lumber yard to the northwest; and Single unit dwellings to the west across Beaver Bank Road (See Map 1)

Proposal

The applicants request is to develop the subject property with a four storey, 51 unit multiple unit dwelling. The proposal consists of:

- 63 underground parking spaces, and 17 surface-level parking spaces located at the rear of the subject property;
- landscaping on the yards surrounding the proposed building with a mix of vegetation and grass; and
- access to the property will be from a driveway on Stokil Drive, adjacent to the church parking lot.

Enabling Policy

Policy CC-6 of the Sackville MPS allows North West Community Council to consider new multiple unit buildings by development agreement within the Community Commercial Designation (Attachment B).

DISCUSSION

Staff has reviewed the proposal relative to all relevant MPS policies and advise that it is consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Attachment A contains the proposed development agreement for the subject property and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- the location and design of the multiple unit building;
- the maximum number of permitted residential units (51);
- provision of landscaping and amenity space;

- vehicle and bicycle parking; and
- options for various non-substantive amendments, including changes to the building design and parking requirements, by resolution of Community Council.

The attached development agreement will permit a multiple unit development that is compatible and appropriate with the neighbourhood. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for more detailed discussion.

Land Use Compatibility

The proposal is compatible with the surrounding development form. It is consistent with the existing multiple unit buildings and a 14-unit townhouse development located on the far side of Stokil Drive. Beaver Bank Road, an arterial road, is located between the proposed building and the nearest single unit dwellings. A church and a large associated gravel parking lot are located on the property to the rear. This church is sited well away from the proposed multiple unit development. In addition, fencing is required between the proposed building and the church parking lot to ensure there is clear delineation of the common boundary, and to prevent parking and snow storage on adjacent lands.

Site Design

MPS policy requires that the property be designed to include landscaping, and that parking areas and driveways be sufficient to support the development. Consequently, the proposed development agreement requires those portions of the property that are not covered by the building be landscaped in accordance with a plan prepared by a Landscape Architect. MPS policy also requires that the height, bulk, lot coverage and appearance of the building be compatible with adjacent uses. This policy is met through the design of the building, which is required to be clad in accordance with the schedules (in brick and stone, both horizontal and vertical siding and glass). Amenity space is provided at grade, and by the means of private balcony space. The proposal also only covers only 42% of the property which is below the 50% maximum lot coverage in the R-4 (Multiple Unit Dwelling) Zone of the Sackville LUB.

Traffic and Access

At the public information meeting, concerns were expressed regarding the existing traffic congestion on Beaver Bank Road, and the effect this development proposal would have on that congestion. Staff reviewed the submitted traffic impact statement and agreed with its findings that the development will not affect the function of the surrounding road network.

Planning Advisory Committee Review

This application was presented to the North West Planning Advisory Committee (PAC) on November 5, 2014 which passed a motion recommending North West Community Council approve the proposal with conditions. The recommendations of the PAC on the application are sent to Community Council by means of a separate report.

The Committee had several recommendations for inclusion within the development agreement such as:

- that the number of units be firmly set out;
- that the number of parking spaces meet the requirements of the LUB;
- that staff investigate the current road structure in the immediate area, with special consideration of potential need for vehicles making left hand turns near the Stokil Drive and Beaver Bank Road intersection;
- that staff investigate the merit of traffic infrastructure upgrades; and
- that stormwater issues be addressed in regards to the adjacent wetland.

The recommendations of the PAC were reviewed and incorporated into the development agreement except for the need for traffic upgrades. Staff has considered the impact of the additional traffic generated by the development and advises that no infrastructure adjustment or upgrades are warranted.

Conclusion

Staff have reviewed the proposal in terms of all relevant MPS policy and advised that the proposal is consistent with the intent of the MPS. The proposed design and use of the building is compatible with adjacent uses. Therefore, it is recommended that North West Community Council approve the proposed development agreement as contained in Attachment A.

FINANCIAL IMPLICATIONS

There are no financial implications. The property owner will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of the proposed development agreement. The administration of the development agreement can be carried out within the approved 2015/16 budget with existing resources.

COMMUNITY ENGAGEMENT

The community engagement process was consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through notices posted on the HRM website, signage posted on the subject property, and a public information meeting held on October 6th, 2014. Minutes from the meeting are included as Attachment C.

A public hearing must be held by North West Community Council before they can consider approval of the development agreement. Should North West Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 2. The HRM website will also be updated to indicate notice of the public hearing.

The proposed development agreement will potentially impact the following stakeholders: local residents, property owners, community facilities and businesses.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in this report.

ALTERNATIVES

1. North West Community Council may choose to approve the proposed development agreement with modifications. This may necessitate further negotiation with the applicant and the preparation of a supplementary staff report and an additional public hearing. A decision of Community Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the agreement is not reasonably consistent with the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

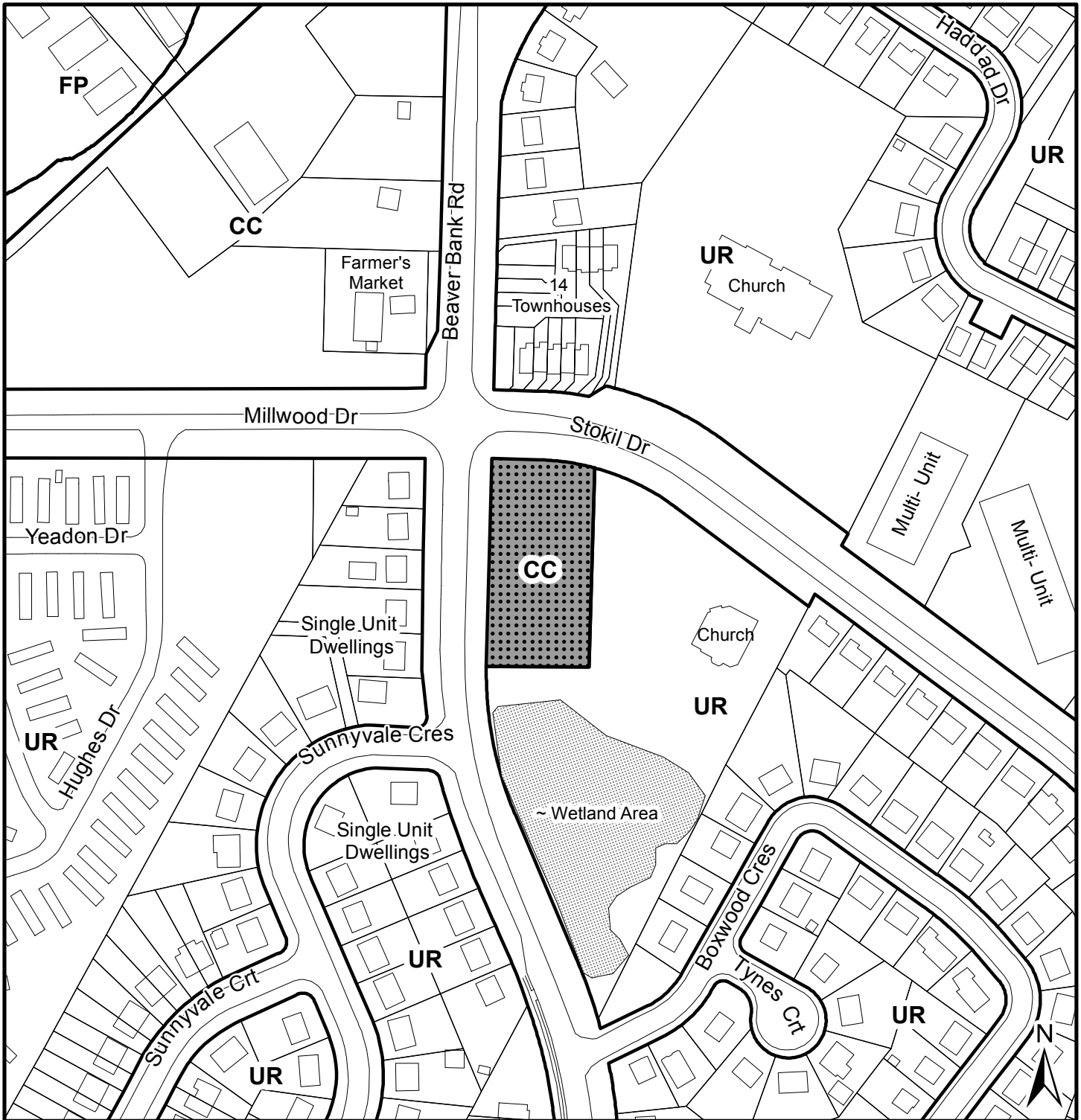
Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Attachment A	Proposed Development Agreement
Attachment B	Excerpts from the Sackville MPS: Policy Evaluation
Attachment C	Public Information Meeting Minutes

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Erin MacIntyre, Planner, 902-490-6704

Original Signed

Report Approved by: _____
Kelly Denty, Manager, Development Approvals, 902-490-4800




Map 1 - Generalized Future Land Use

Stokil Drive at Beaver Bank Road
Lower Sackville

HALIFAX

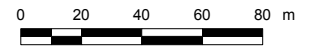
 Area of Proposed Development Agreement

 Aprox. Wetland Area

Sackville
Plan Area

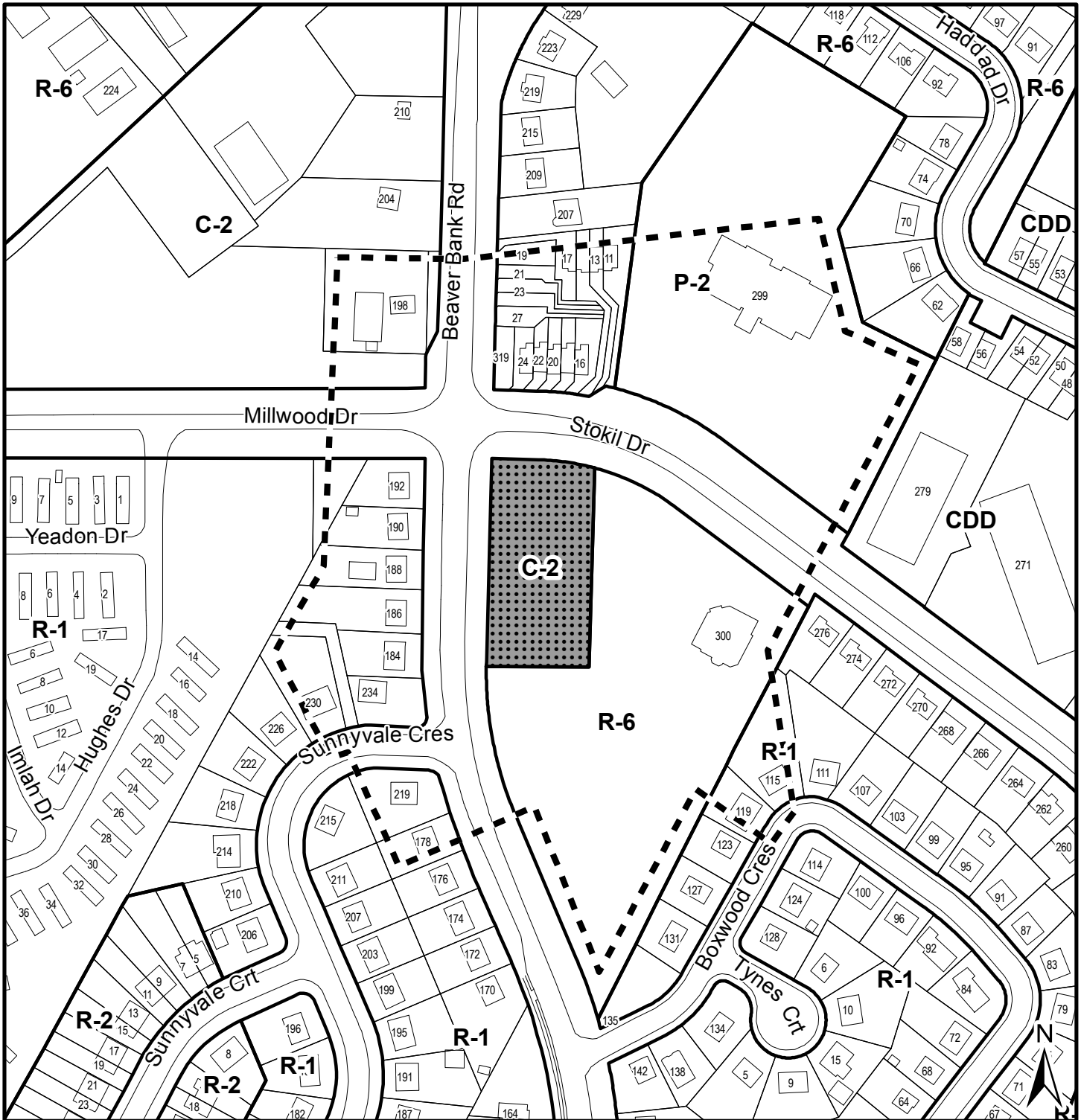
Designation

- UR Urban Residential
- CC Community Commercial
- FP Floodplain



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.


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




Map 2 - Zoning and Notification

Stokil Drive at Beaver Bank Road
Lower Sackville

HALIFAX

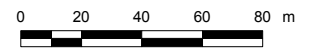
 Area of proposed development agreement

 Area of notification

Sackville
Plan Area

Zone

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-6 Rural Residential
- C-2 Community Commercial
- P-2 Community Facility
- CDD Comprehensive Development District



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

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

**Attachment A
Proposed Development Agreement**

THIS AGREEMENT made this day of **[INSERT MONTH]**, 20___,

BETWEEN:

[INSERT INDIVIDUAL'S NAME]

an individual, in the Halifax Regional Municipality,
in the Province of Nova Scotia, (hereinafter called the "Developer")

- and –

[INSERT INDIVIDUAL'S NAME]

an individual, in the Halifax Regional Municipality,
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 the southeast corner of Stokil Drive and Beaver Bank Road, Lower Sackville, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow the construction of a 51 unit multiple-unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy CC-6 of the Sackville Municipal Planning Strategy and Section 3.6(a)(xx) 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 19260;
THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Sackville 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 to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19260.

Schedule A	Legal Description of the Land
Schedule B	Site Plan
Schedule C	West Elevation Plan
Schedule D	South and North Elevation Plans
Schedule E	East Elevation Plan
Schedule F	Underground Parking Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide a Landscaping Plan, in accordance with Section 3.7 of this Agreement, to the Development Officer, unless otherwise permitted by the Development Officer.
- 3.2.2 At the time of issuance of the last Occupancy Permit, the Developer shall provide to the Development Officer, written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects). The Development Officer may accept this confirmation as sufficient record of compliance with the landscaping requirements as set out in Section 3.7 of this Agreement.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) Multiple unit dwelling containing a maximum of 51 residential units.

3.4 Siting and Architectural Requirements

- 3.4.1 The multiple-unit dwelling shall be located as generally shown on Schedule B and shall, at a minimum, provide the setbacks as shown in measurements on Schedule B.

- 3.4.2 The architectural design and height of the multiple-unit dwelling shall be in general conformance with Schedules C, D and E in terms of windows, balconies, doors, building height, roof lines and cladding materials.
- 3.4.3 The Development Officer may permit unenclosed structures attached to the multiple unit dwelling such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Sackville Land Use By-law, as amended from time to time.
- 3.4.4 Any roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.5 Parking, Circulation and Access

- 3.5.1 The Developer shall provide a minimum of 80 parking spaces for motor vehicles and 32 spaces for bicycles in the general location and configuration shown on Schedule B and Schedule F.
- 3.5.2 The parking area shall contain reserved spaces for the mobility disabled consistent with the requirements set out in the Sackville Land Use By-law, as amended from time to time.
- 3.5.3 The parking areas shall be hard surfaced.
- 3.5.4 Individual parking spaces for motor vehicles shall be a minimum of 2.7 metres (9 feet) in width and 5.5 metres (18 feet) in length.
- 3.5.5 Notwithstanding Section 3.5.4, up to 20 parking spaces for motor vehicles may be a minimum of 2.4 metres (8 feet) in width and 4.9 metres (16 feet) in length provided such spaces are reserved for compact cars.

3.6 Outdoor Lighting

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.

3.7 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 Development Permit, the Developer agrees to provide a Landscape Plan that complies with the provisions of this section and general location of landscaped areas shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.7.3 All areas of the Land not covered with buildings, parking, driveways, or pedestrian walkways shall be landscaped with a mixture of trees, shrubs, flower beds and/or grass in the locations generally shown on Schedule B.

Compliance with Landscaping Plan

- 3.7.4 Prior to building occupancy 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.
- 3.7.5 Notwithstanding Section 3.7.4, where the weather and time of year does not allow the completion of the outstanding landscape works prior to building occupancy the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months building occupancy, 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 Walkway

A walkway shall be developed in the general location shown on Schedule B. The walkway shall be hard surfaced and a minimum of 1.5 metres (5 feet) in width.

3.9 Amenity Space

- 3.9.1 A minimum of 9.3 square metres (100 square feet) per residential unit of amenity space designed to meet the leisure and recreational needs of residents shall be provided. This amenity space may include:
- (a) Up to 185 square metres (2,000 square feet) of landscaped area, shown on Schedule B, that is accessible to all residents;
 - (b) private balconies;
 - (c) roof decks or garden accessible to all residents; or
 - (d) indoor recreation space that is accessible to all residents, such as, but not limited to, fitness areas, multi-purpose rooms or libraries.

3.10 Fence

A 1.8 metre (6 feet) high opaque fence shall be provided along the rear (eastern) property boundary, in the location shown on Schedule B.

3.11 Signage

A maximum of one, two-sided ground sign shall be permitted, to denote the building. The location of the sign shall require the approval of the Development Officer. The maximum height of the sign shall be 1.5 metres from grade and the sign shall not exceed 1 square metre per face. The sign shall be constructed of natural materials, such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded and exterior.

3.12 Open Storage

Open storage is not permitted on the Lands.

3.13 Maintenance

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

3.14 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 building occupancy.

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.

Solid Waste Facilities

- 4.3 The building shall include designated space for five stream source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Official in consultation with Solid Waste Resources.
- 4.4 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.
- 4.5 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Erosion and Sedimentation Control and Grading Plans

Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

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 Site and Architectural requirements set out in Section 3.4 and associated schedules of this Agreement;
- (b) Changes to the Parking Requirements set out in Section 3.5 and associated schedules of this Agreement;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the 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 seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

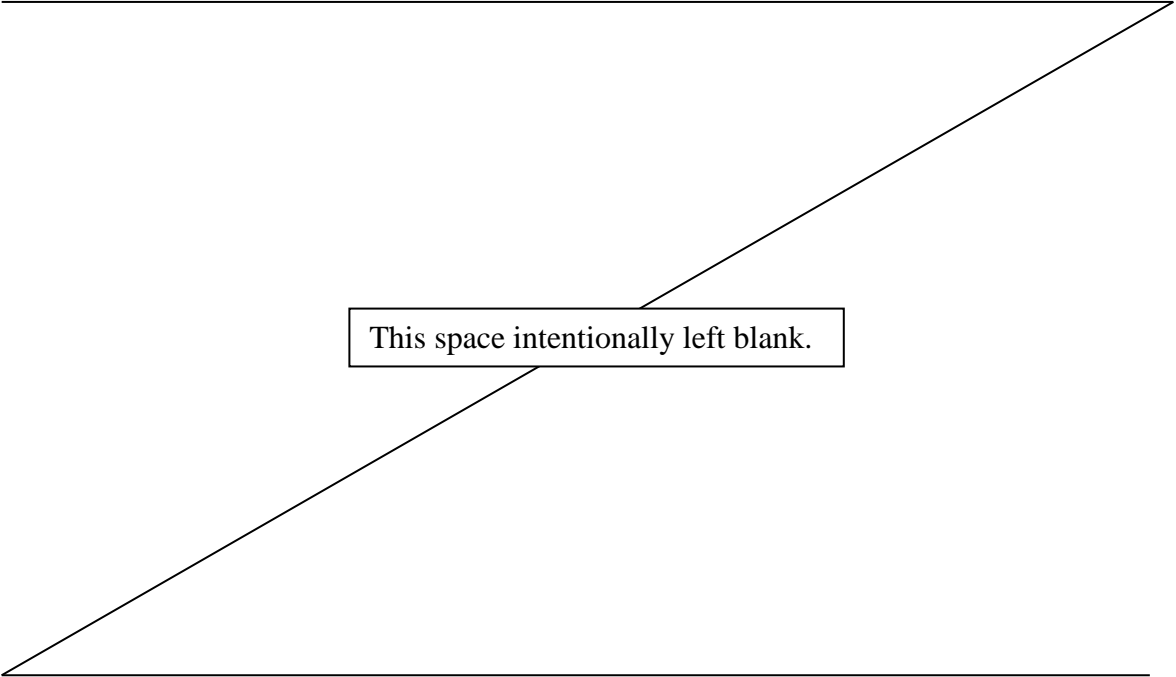
The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or

- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.



This space intentionally left blank.

IN WITNESS WHEREAS the said parties, to these presents, have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

HALIFAX REGIONAL MUNICIPALITY

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

HALIFAX REGIONAL MUNICIPALITY

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

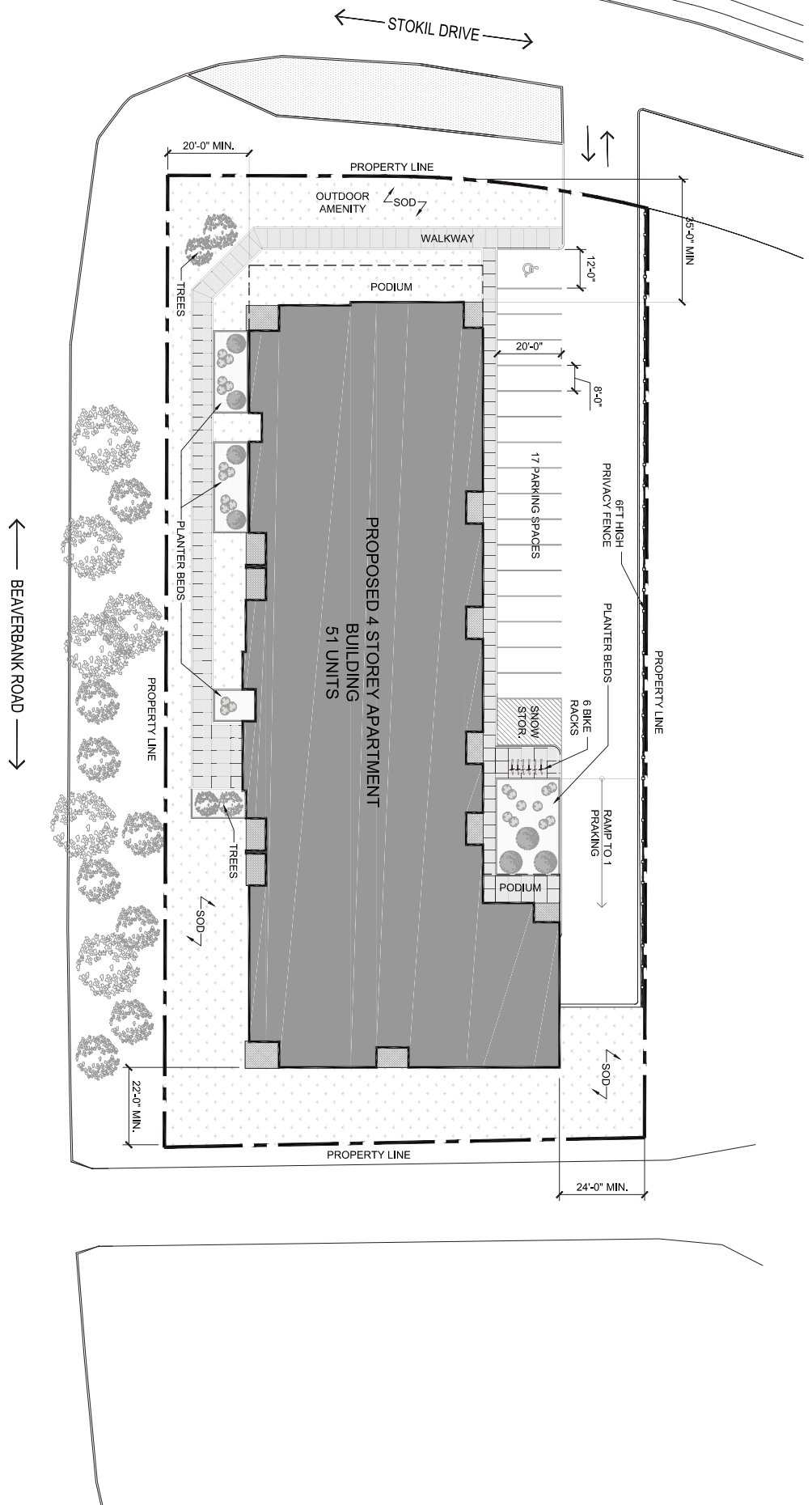
Witness

Per: _____
MAYOR

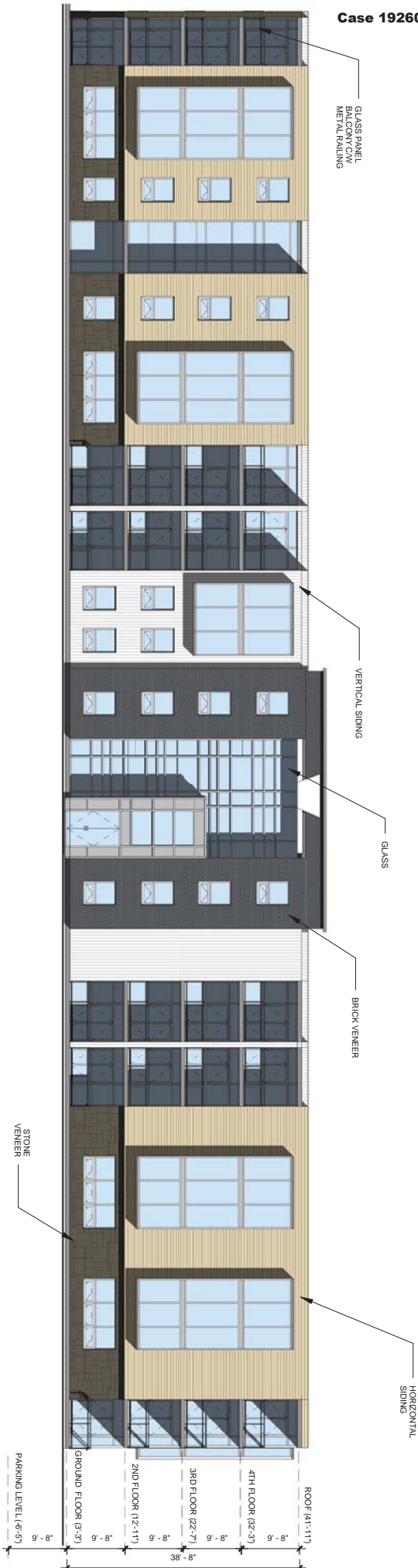
Witness

Per: _____
MUNICIPAL CLERK

Case 19260 - Schedule B - Site Plan



<p>STOKIL DRIVE BEAVERBANK RD</p>	<p>SITE PLAN SITE DEVELOPMENT PLAN</p>	<p>Project No.: P201224 Scale: 1" = 30'-0" Date: 14 July 2015</p>		<p>WM G R O U P F A R E S</p>	<p>SDP</p>
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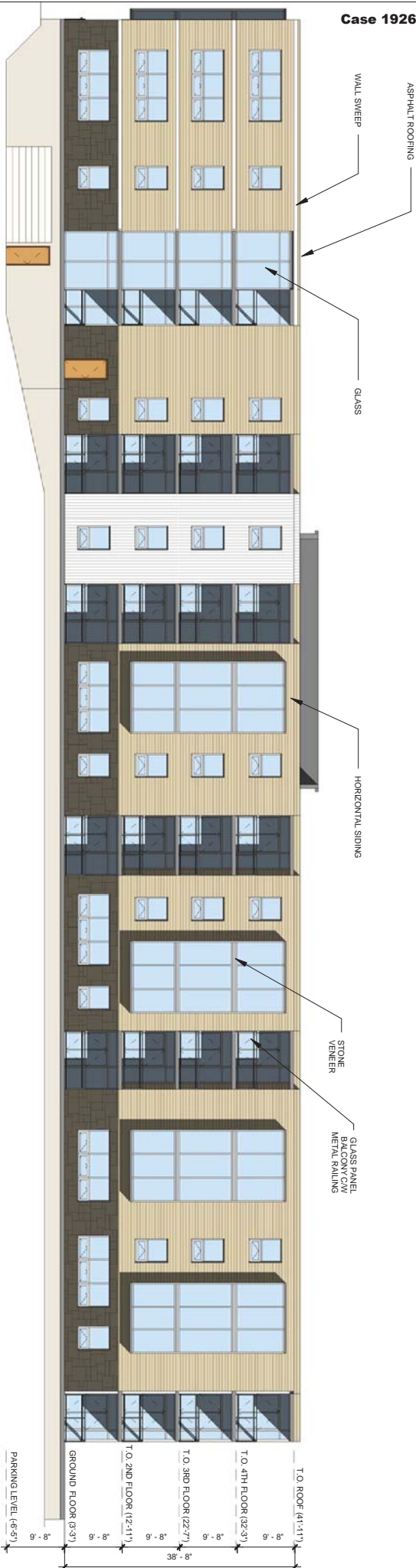
Stokil Drive Sackville, N.S.

Elevation - West

SCALE: 1/16" = 1'-0"
DATE: MAY 2014



A7



Stokil Drive Sackville, N.S.

Elevation - East

SCALE: 1/16" = 1'-0"
DATE: MAY 2014



A9

**Attachment B:
Excerpts from the Sackville MPS: Policy Evaluation**

Policy Criteria	Comment
<p>CC-6 <i>“Notwithstanding Policy CC-2, within the Community Commercial Designation, Council may consider the expansion of existing multiple unit dwellings and the development of new multiple unit dwellings according to the development agreement provisions of the Planning Act. In considering any such development agreement, Council shall have regard to the following:</i></p>	
<p><i>(a) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>The proposed building is compatible with the height, bulk and lot coverage of the adjacent church, the use of the surrounding properties and the intervening arterial road and intersection. The church is situated well away from the common property boundary (approximately 160 feet), and a required fence further separates the adjacent use. The substantial wetland to the south has prevented development to the south along Beaver Bank Road. The intersection of Stokil Drive and Beaver Bank Road effectively separates the proposal from the farmers market and townhouses on the opposite corners. The single unit dwellings across Beaver Bank Road will be most affected by the height of the building. However, Beaver Bank Road is three lanes in this location, providing well over 30.5 metres (100 feet) between the single unit dwellings and the proposed multiple unit dwelling;</p>
<p><i>(b) that site design features, including landscaping, amenity areas, 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 residents of the development;</i></p>	<p>All areas of the property not encumbered by building footprint, parking and access will be landscaped. The landscape plan attached to the development agreement is conceptual; a detailed landscape plan, created and stamped by a Landscape Architect, is required to be provided to the Development Officer at the permit stage. Amenity areas will be provided in accordance with the Land Use Bylaw requirements. Parking is provided in excess of the Land Use Bylaw requirements and a fence along the common property boundary with the church’s property is required, to ensure there is clear delineation of the boundary, and to prevent parking and snow storage on adjacent lands;</p>
<p><i>(c) that municipal central services are available and capable of supporting the development;</i></p>	<p>Halifax Water has accepted the analysis provided by the developer outlining that the sewage generation of the proposal will be less than in an as-of-right development and the existing system is capable of supporting the development;</p>
<p><i>(d) that appropriate controls are established to address environmental concerns, including stormwater controls;</i></p>	<p>Overland stormwater flow will be reviewed in detail by staff in accordance with Municipal Design Guidelines at the permit stage. No other environmental concerns were identified;</p>

<p><i>(e) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;</i></p>	<p>Staff reviewed the Traffic Impact Statement and agreed with the findings. There is no expected impact to the function of the Stokil Drive, Beaver Bank Road intersection. Detailed review of the proposed driveway location will occur at the permit stage;</p>
<p><i>(f) general maintenance of the development; and</i></p>	<p>The development agreement requires that the developer maintain in good repair all elements of the proposal, including the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, landscaping, garbage removal and snow and ice control, salting of walkways and driveways;</p>
<p><i>(g) the provisions of Policy IM-13.</i></p>	<p>See below for review of Policy IM-13.</p>
<p>IM-13 <i>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:</i></p>	
<p><i>(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;</i></p>	<p>The MPS recognizes the potential for new multiple unit dwellings in the Community Commercial designation. The controls of the development agreement pertaining to site design achieve the goals of the policy: to support new multi-units while mitigating conflict with adjacent uses. All bylaws and regulations of the municipality are either met, as proposed, or will be met prior to issuance of a permit.</p>
<p><i>(b) that the proposal is not premature or inappropriate by reason of:</i></p> <p><i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i></p> <p><i>(ii) the adequacy of sewer and water services;</i></p> <p><i>(iii) the adequacy or proximity of school, recreation and other community facilities;</i></p> <p><i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i></p> <p><i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i></p>	<p>(i) No Municipal costs are anticipated;</p> <p>(ii) Halifax Water has commented on the proposal and advised that there is capacity available to the property, and that there is no concern with the adequacy of central services to the property;</p> <p>(iii) No concerns with adequacy or proximity of schools, recreation or other community facilities have been identified;</p> <p>(iv) Development Engineering advised that there will be no impact on the Stokil Drive and Beaver Bank Road intersection;</p> <p>(v) There are no heritage resources impacted by the proposal.</p>

<p><i>(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></p> <p><i>(i) type of use;</i></p> <p><i>(ii) height, bulk and lot coverage of any proposed building;</i></p> <p><i>(iii) traffic generation, access to and egress from the site, and parking;</i></p> <p><i>(iv) open storage;</i></p> <p><i>(v) signs; and</i></p> <p><i>(vi) any other relevant matter of planning concern.</i></p>	<p>(i) The adjacent and nearby land uses are either comparable in use (4 level multi-units on Stokil, townhouses across Stokil), or incomparable but well-separated (church to rear, low-density single homes across Beaver Bank Road);</p> <p>(ii) See policy review for CC-6(a), above;</p> <p>(iii) Staff have advised that there are no anticipated traffic impacts on the Stokil Drive and Beaver Bank Road intersection, and that the specification for the access and egress will be reviewed in detail in accordance with the Municipal Design Guidelines at the time of the permit application. Adequate vehicular and bicycle parking is required by the development agreement, in accordance with the Land Use Bylaw requirements, with a portion of the vehicular parking stalls reduced in size;</p> <p>(iv) Open storage is not permitted by the development agreement;</p> <p>(v) A small ground sign to identify the building is permitted by the development agreement;</p> <p>(vi) There are no other planning-related concerns.</p>
<p><i>(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;</i></p>	<p>The proposed site is relatively flat. There is a wetland on an adjacent property, but the pre and post stormwater flows will be required to balance, and stormwater will not be permitted to flow onto neighbouring properties.</p>
<p><i>(e) any other relevant matter of planning concern; and</i></p>	<p>No other planning concerns have been raised.</p>
<p><i>(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.”</i></p>	<p>N/A</p>

Attachment C – Public Information Meeting Minutes

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE # 19260**

**7:00 p.m.
Monday, October 6, 2014**

Sackville Heights Community Centre, Gym45 Connolly Rd, Lower Sackville, NS

IN ATTENDANCE: Tyson Simms, Planner, HRM Planning Services
Alden Thurston, Planning Technician, HRM Planning Services
Tara Couvrette, Planning Controller, HRM Planning Services
Steve Craig, Councillor for Lower Sackville
Cesar Saleh, Applicant
Ann Merritt, North West Planning Advisory Committee

**PUBLIC IN
ATTENDANCE:** Approximately 21

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

1. Commencing of meeting

Mr. Simms started the meeting at 7:00 p.m.

2. Presentation

2.1 Case 19260: Application by W.M Fares Group Limited on behalf of Cascade Property Group to enter into a development agreement for a 56 unit multiple-unit dwelling at the southeast corner of Stokil Drive and Beaver Bank Road, Lower Sackville.

Tyson Simms, Planner, introduced himself. He provided a brief introduction to the case.

Mr. Simms made a presentation to the public outlining the purpose of the meeting, status of the application and the development proposal. Mr. Simms outlined the context of the subject lands, and relevant planning policies.

Cesar Saleh, the applicant, made a presentation. He did an introduction of WMF and showed some current projects that are similar to this one. He then explained the proposed project at Stokil / Beaver Bank showing different shots of the site and renderings of proposed building.

Tyson Simms explained to the members of the public the process and ground rules for the meeting and opened the floor up to comments.

3. Questions/Comments

David Barrett – 2 Maplewood Court in Beaver Bank, A lifelong resident of Beaver Bank. I prefer the rural atmosphere but on the same token I am pro development. Our government has spent hundreds of thousands of dollars fixing up our roads but they are not being used right. I wanted to mention that Beaver Bankers are so polite and when they go out the beginning of Beaver Bank road off Sackville Drive, I used to come in about 7:30 and I would just turn to the right and used a lane and I would drive along 25/30 km and I would drive all the way out. The thing is that somehow or other, now it used to be the same in Bedford, when you left Sunnyside there is only one lane unless you had to turnoff and the traffic used to back up something desperate. All they did was change the signs, they took the, you have to exit, sign off and they made a dotted line where you had to switch over. I think what would happen if you did that, there would be two lanes going through and you would be helping your neighbors because you would only be held up going across Sackville Drive half the time and they would be able to go so we would speed it up. That's one thing, the other thing as I understand that when they fixed up the road from Stokil Drive to Glendale they made it the same width as the Sackville Highway here. The #1 highway where you have the turning lane, and why they don't do it, all they have to do is change the line. They don't have to spend a small fortune or anything else and the roads can handle it. And there is one other concern I have; Stokil Drive, it is surprising how much traffic turns there and you have a left hand turn going into Millwood but on the right at Stokil Drive you don't have it there. So if they made a turning place there, if they just made it when they did it, the time to do it is when you are doing development, it would speed up the traffic flow. I think with a little ingenuity and a little thinking, change a few line, I think Beaver Bank road would handle a lot more traffic without cause a lot more problems. I know this is in Sackville, on the border line, but all Beaver Bankers use that road, it needs to be addressed. There is one other one that should be addressed and should be done no matter what happens is Tim Horton's there. They should have turning lanes there and the true traffic should be able to go right thru. Maybe even to the extent that when they come out they don't have to turn right so there is no tie up trying to get out.

Tyson Simms – Thank you for your comments.

Victor Cobb – 33 Grove Ave; my questions are to Tyson I have no problems with the proposal. For years, I would say 20+ years, we have worked on trying to put a bypass through Beaver Bank to elevate the congestion at the end of the road. As a lot of people know Beaver Bank is a one horse town, there is one road in and one road out, that's it. The way they identified to fix that is they put a moratorium in Beaver Bank so there is no houses being built there, one or two at a time but that's it. The reason they had for that is because the road itself couldn't handle much more traffic and also the water/sewage infrastructure was to capacity and couldn't handle much more. This is what I was told. On one side of the train tracks you can build and on the other side you can't, what difference does the train tracks make? You are still going to be dumping the traffic onto Beaver Bank Road. And not only that, I see there are a bunch of proposals there for Raymar to build the rest of that property in there. That's more cars again. I need answers because I am being asked questions.

Tyson Simms – The Regional Plan makes reference to two roads, the Hammonds Plains Road and Beaver Bank Road. And those areas there are, as you referred to, both have controlled boundaries. The one that does at this point, at least at the very present, it discourages wide spread conventional subdivision development. It's not to say that it is fully restricted; there are a number of concept and concept subdivisions that were approved prior to that requirement coming into effect. So there are projects on the books that are being developed over time, we

will see developments in these areas and wonder how come this person can develop and I cannot. Some of these are pre-existing approvals that is something to keep in mind. The performance of Beaver Bank Road is something that we look at very carefully, thus Regional council has directed staff to pay attention to these two roadways very carefully. That is because the performance of these two roads is getting to a level we are fearful is reaching capacity. What we have to do is with each proposal we have to look at the number trip that are generated and the performance of the Beaver Bank Road. We have to wave that against the current forms of those roads so as part of this process that is something we are going to be doing. This property, even though it is located in Sackville, it still utilizes the Beaver Bank Road. We still approach the thinking the same way as how we would look at this property with respect to traffic. This site, regardless if it's in Sackville or if it's in Beaver Bank, has some pre-existing rights. It does have policy that allows council to consider this type of development. Now the big word there is consider, so when it goes to council we will look specifically at issues relating to traffic. Your questions a good one because there is tons of discussion about development in Beaver Bank, the performance of the Beaver Bank Road and we get the same sort questions with respect to Hammonds Plains. What I can tell you is that when we take this application forward we will look at traffic very specifically as it relates to very Bank Road and also the traffic on Stokil Drive, we have to acknowledge that as well. When this goes before council the staff report will highlight specific issues that need to be considered by council and I can almost guarantee that traffic will be one of the first issues that will be discussed and identified. We will evaluate it and come back with our findings and then council will be able to look at that and consider it and then make a decision on the application. We can have more discussion on Beaver Bank Road and where those policies are headed but as of right now the control scenario in Beaver Bank, that still exists and until such future time as council reconsiders development in these areas, it will remain there. But who knows, maybe that discussion is forthcoming in the years from now.

Rick Pinkney – Beaver Bank Road; my concerns is the same as everybody else in here, it is the traffic on Beaver Bank Road. Right now we're back up past Sackville Drive right to Stokil every morning, every night. It's just stopped completely, you can't move on that road. It's not like you have another way around. People they shot up through subdivisions and the people living those subdivisions aren't going to like that. The people that move into this complex, I am sure, are going to be taking those shortcuts up through those subdivisions up through Rankin and Smokey Drive and things like that. Also, I noticed, somebody made mention of it, this complex only takes up one acre and by the looks of it there is about another 1 ½ to 2 acres in behind that. So if you put an apartment building in here, then it's going to allow for another apartment building right behind it also. That's another 50-70 apartment buildings coming in behind this. Also, that's a swamp that's in there now which collects all the water that comes off that hill. Once you pave that over all that water is going to end up back on Beaver Bank Road, right in people's yards. Is there any consideration into that? To stop that water from flooding everybody's yards that used to flow off and sit in that swamp. Not to mention when they built Corner Stone we had nothing but rats running through our yard for weeks on end after they dug that one up. I don't want to go through that again. Traffic is the biggest thing, you can say we can look at the traffic on the Beaver Bank Road, but mean while this will go in. I was at the meeting 20+ years ago when they talked about the Beaver Bank bypass that was supposed to be coming and it has been at least 20+ years and that still hasn't happened. It could be another 20 years before anything gets done on the Beaver Bank Road and there is no other place to go. Traffic has only got one in and one out, so I think that has to be taken in to consideration before anything else.

Cesar Saleh - Applicant; As far as the lands and lands left over for development, what's proposed is what proposed. Again just to reiterate, one of the advantages of this process is what you see is what you get. Even if anybody wanted to do more they would not be allowed to do more. The land is what it is, this is what we are proposing, and it forms a formal legal

agreement that is registered against this land, whatever it is it is, nothing more. If they wanted to do more for whatever reason they would have to come back here and start from zero. As far as the water on the site, the site will be engineered so that any water on the site would be collected and drawn from the site and put into the city system. It is a requirement for us to deal with any water from the site or any water coming to the site to deal with that water and deal with it through design.

Rick Pinkney – It's easy to say you can pump all this water into the city sewer but can the city sewer even hold this? We already have water problems in Sackville where people's places are getting flooded because of changes and not big enough pipes. Are the pipes there big enough to handle not only the one from your development but what about the development that's going to go in behind yours also, on the Beaver Bank Road. You don't own all that land there do you? You only have one acre.

Cesar Saleh – We design our site and send those drawings to be approved by the city; if the city wants more information from us to confirm certain capacities we would be willing to do that as well.

Rick Pinkney – You can only put so much into a system. You can build yours all you want but if the city doesn't have a big enough system to hold it. I mean they might look at 51 units and that's only adding so much more but when you consider all the water coming off that hill and what about the other land that's in behind that. That's what I'm talking about.

Tyson Simms – Cesar has talked a little bit about what has to be submitted to the municipality. The municipality has series of guidelines that deal with storm water and the development engineering staff takes the position that if you're generating storm water on site then you have to deal with it on site. So it's sort of like a zero storm water policy in terms of its effect on other properties. The policy dictates that the site has to be designed in such a way so that any storm water generated on the site has to remain on the site and be dealt with on the site before it's discharged. So that could be in the design of retention ponds that could be the design of site designs to deal with it through onsite infrastructure so that it can be dealt with through a central system. Halifax water and HRM engineering is not going to encourage the discharge of water into a system that cannot handle it. We have several situations with respect to storm water as I am sure everyone knows and over the years we have been trying to address that. We are trying to ensure that new developments fend that off in the beginning. Development engineers take storm water very seriously and also note that there was a preliminary review done of this application by HRM so we get to look at it in a preliminary sense up front and that is one of the big issues brought up by engineering staff so that is one that they are concentrating on. There is that and traffic are the two big things that engineering staff are digging in on this one. I appreciate the comment.

Rick Pinkney – But are they going to come up with solutions before these things are built?

Tyson Simms – Well that is the intent of the policy that is the intent of the approach is to find ways to design the site in such a way that storm water isn't being discharged from the site. It's any storm water being produced onsite is dealt with onsite. It's not just an allocation or a discharge from one main point or the easiest way to discharge from the site it is actually deal with it onsite, that is the approach.

Rick Pinkney – What about traffic, how are you going to deal with that before the night's over?

Tyson Simms – We are obligated to look at traffic, it's in the application. The applicant submitted a traffic statement and the engineering staff take a look at that. They look at those findings they will measure against the performance of the Beaver Bank Road and they will

provide comments with respect to traffic. That is our obligation we then take that to council and then council considers that when they make their decision. We are at the initial stage right now. We have submitted traffic information, we are going to go away have a look at that and when we write our report and go to council we are going to bring that information forward.

Rick Pinkney – Does anybody actually go out there and look at the traffic?

Tyson Simms - Yes

Rick Pinkney – Or do they just sit there and take the numbers off the meters?

Tyson Simms – When the applicant provides a statement it is submitted by a professional engineer. They are using a series of accounts; they have to do this by the books. In many cases they will send out their staffs to count traffic to get a sense of the number of trips to the site that were generated. It's not just done by any person it done by professional traffic engineers. We look for that and we value that. These are engineers speaking to engineers arriving at a conclusion.

John Sparks – 65 Hillside Ave; Representing Faith Church – Across the street from this proposed facility. I am on a chair committee that is looking at a senior citizen's assisted living housing complex, a non for profit housing complex. We have been working on this project for a little over a year. We have worked with the city or the county on a preliminary basis to see whether or not the property, it is about a 4.6 acer property right across the street behind the church. We have been working with Atlantic Baptist Housing to look at a 60 unit senior's assisted living non for profit housing complex on that site. The main reason to be here tonight is to inform those on the process here is that that is in the works. We have been at it now for a year and a bit and the process where we are is that we are at the business case analysis and we are waiting for approval with their board for an engineering study would be the next phase. Once that is all done then we are looking at potentially building there two years from now. The property is designated P-2 at the moment and that is for a community type of facility. I am just here to throw it out as you consider an apartment building across the street or al apartment buildings by the way. I just think that is another piece of information and if this is approved to go ahead it would be two years from now anyway.

Trevor Adams – **65 Majestic Ave**; Council member with Stone Ridge Church; we are in support of the building; it is a really nice looking building. We just have a few concerns also.

1. Parking – We have a nice big gravel parking lot next door. We are just concerned that if there is not enough parking provided for the residents and visitors that we will receive the overflow.
2. Snow Storage – We were looking at your plan and there doesn't seem to be a whole lot of room for snow storage. Again, our parking lot might be where it ends up if there is not enough room provided.
3. Cutting across the parking lot, pedestrian traffic. Some people go up there to get to the bus. The gravel can get icy in the winter and we wouldn't want to see anyone get hurt.
4. We would like to suggest, maybe the developer has considered putting up a fence along the property boundaries. That would probably address all 3 of those concerns and encourage people to walk over to the sidewalk and discourage people from parking in our gravel parking lot.
5. Just during construction that care be taken that the lot is not used for staging or turning equipment and that sort of thing because there are programs that are run out of the church during the week with kids running at and all of that.

Tyson Simms – One comment as to some of the points that you made because I think those are great comments. Cesar talked about an agreement, what that means and when an agreement is entered into and registered on the title of the property, The agreement pertains specifically to this property and these boundaries so no activity noting associated with that property with regards to construction can take place outside that boundary. If it were to be approved by council and it were to be constructed the applicant and the developer would have to take consideration of the development site using their boundaries.

Trevor Adams – It can be tempting to use an empty lot. Did anyone consider a fence?

Cesar Saleh – First I will start with Parking. There is almost one for one parking underground for each unit and we have some spaces in the back for visitor parking. We found from experience that we are barely using the one for one ratio when it comes to units. We exceeded the Land Use By-Law for parking so we think this is sufficient. As far as the storage, snow storage, right now we have allocated snow storage to this area (open area/green space) This area is open recreational for the summertime obviously in the wintertime it would be snow storage. We will look at a fence around the property line, as we move forward I will make sure we include the fence.

Tyson Simms – Maybe we can look at buffering fencing too. Cesar, if you review the application and you feel it is necessary to have the fence.

Trevor Adams – Visually I don't think a privacy fence would be required but just a barrier.

Tyson Simms – There is also from my understanding a fair bit of existing vegetation on this site. When we review this application we will look at areas where we can maintain that. That can serve as a buffer and existing asset on the property so we will look at that as well.

Victor Cobb – 33 Grove Ave; this gentleman here is putting in a 60 unit apartment building. What else, and you referred to it too, there has been properties and construction that has been grandfathered in that they can build without all the whatever. Is there a way or can we find out what's left that is grandfathered so we can be prepared down the road for what's coming?

Tyson Simms – Every time an application comes in it has to do all that as far as impact on traffic. I am not certain so much about the grandfathered lots and pre-approved lots I can look into that. I know that anytime an application comes forward that goes through a planning process traffic has to be looked at specifically as of today. So whatever the performance of the road is today that is what it gets measured against. That is what we are doing in this case and that is what we will do going forward.

Victor Cobb – There is just one thing, it can be very easy to fix. 50% fixed anyway if they just widen the road in front of Tim Horton's to allow for a turning lane. That is what ties the traffic up is Tim Horton's. If they just widen the lanes and make turning lanes there it would take all of that away.

Tyson Simms – I will bring your comment over.

Katelyn Babbitt – You said parking is almost one for one, what does almost mean?

Cesar Saleh – We have 49 parking spots underground and 14 above ground. So we are 2 parking spots shy. We have more than what is required for us to provide between above and below ground.

Tyson Simms – So when you say shy you mean shy as in the by-law requirement?

Cesar Saleh – No shy of having all of them underground. We have the sufficient number of parking for the building we just don't have them all underground.

Katelyn Babbitt – So that is assuming one apartment only has one car. So people that have 2, cars where are those extra cars going to go? I find the problem on Stokil right now is there are always a lot of cars always parked there and its causing a lot of traffic and we have been complaints about trucks sitting there for weeks and not moving. I find with apartment building a lot of people park on the street because they find it easier and there is nowhere for them to park. That is going to affect traffic on Stokil right? We are right across the street in Cornerstone and sometimes it's hard to turn in there and get out so how is that going to be monitored?

Cesar Saleh – It's a balancing act but if you introduce more parking you are taking away more green space.

Katelyn Babbitt – This whole building though is taking away green space.

Cesar Saleh – We are providing more than what is required by the Land Use By-law and we will look into and see if we can create more parking.

Katelyn Babbitt – Any idea what the rent is going to be like in those apartments?

Cesar Saleh – No.

Doug Pilgrim – Cornerstone Terrance; I know we hit home on this already but I just wanted to say that sometimes I will sit right on my road on Cornerstone Terrance, right where my road hits Stokil, sometimes I will sit there for 5 or 10 minutes just waiting to turn onto Stokil and I just can't see how 52 more cars pulling out of that apartment building is going to help the traffic on Stokil or Beaver Bank. It takes me 20 minutes to get off the Beaver Bank Road in the morning and I just can't see it helping anything.

Dean Charron – 115 Boxwood Cres; I live on Boxwood right behind where this is going to go. Has there been any thought put into my property value going down? I will see this over the trees now. Those trees back there are my backyard.

Cesar Saleh – I don't know anything about property values but property value is not my area of expertise.

Dean Shraum – What about you? (Referring to Tyson)

Tyson Simms – I don't know, I don't specialize in property values or evaluation I think property value is a complex evaluation and what little I understand of it. I guess what little I can say is that when we look at applications like this we take into consideration the surrounding and existing development and the surrounding and existing residences and look at things like buffering, adequate separation. We don't want to encourage a design or site that is going to impede on anyone. We are trying to arrive at a site design that acknowledges existing development and respects it. We do our best with that and will bring this forward to council and we will hopefully arrive at a design that we feel respects the existing community and I say that in terms of there is a policy to be met. The policy was written in such a way that those things are going to be considered. That is what we are going to aim to do.

Cesar Saleh – We are proposing mixed forms of residential uses in communities across the city across Halifax. We propose multi uses next to townhouses next to single family dwellings we are about to start construction of a subdivision on Rockingham in Halifax and it has all forms of

mixed use residential they can live together next to each other in harmony. It has never been an issue.

Glenn McClare – 58 Majestic Ave; I have been a longtime resident of Beaver Bank. I came to this meeting because I was concerned about this structure I thought it would change the whole nature of this community. Beaver Bank has been a rural community that has undergone a lot of development and the development has always been consistent with the nature of the neighborhood. I see this development as changing that neighborhood. Especially when you look at there are other lands that are available. This would certainly be the first apartment building on Beaver Bank Road. I will not dwell about the traffic problems because it's got enough already. Does this development require a change in the land use designation?

Tyson Simms – It does not. The designation allows for council to consider a multiple unit development there is no change to the existing policy or the existing land use strategy. It allows Community Council to consider a multiple unit residential development.

Glenn McClare – So it could go ahead without any further consideration as to what the people in the neighborhood would like?

Tyson Simms – No, the policy is written so that we go through the planning process. We have excises such as this and if there is a public hearing that council will make a decision yeah or nay on the proposal. It's not an as-of-right process whereby you would apply for a permit, be issued a permit for your development and construct. It's not like that; it does require the consideration and requires the approval of council to be developed. The policy exists to consider it but that is subject to council approval and this process.

Glenn McClare – I was quite surprised that this type of development was considered for Beaver Bank Road.

Tyson Simms – Only on community commercial properties. There are not a whole lot of them in Sackville. From my experience there is only First Lake Drive has a Town Centre, Corner of Glendale and Beaver Bank Road has some commercial properties, Cobequid the corner of Glendale and Cobequid has a couple some of those turned back into residential properties. Those corners all have C-2 properties; this one was known as a C-2 property when the plan came into effect that piece of land which we acknowledge as site for future consideration for development. There is not a whole lot of them but this is one of them. What it does is it provides council it provides people with options to consider development. You have to remember that this is something that still needs to be considered by council, there is a process here. It is not a free for all.

Cesar Saleh – I respect everyone's views but I do want to remind that this site has development rights as a commercial site. And some of the uses in a commercial zone would be much less compatible and appealing then what we proposed here. You can have an automotive repair shop on the site, somebody can come and file and put a display there. What we are proposing, I am under the opinion that it is much more in keeping with the character of the street and much more compatible with some of the uses. It does have as-of-rights and could be used for a wide range of commercial uses and different shapes and forms.

Tyson Simms – To be fair planning staff comment on that and no disrespect, you obviously don't like it when folks try to paint the picture of what's allowed there right now through a permit process and to look at gas stations and things like that. The site does have existing uses, those are some of the uses, is they pursue those avenues they would still have to meet the requirements of the Land Use By-Law. Cesar was saying that as well. Don't think that it is a total free for all. The site does have existing rights but it also does have the ability to allow council to

consider something like a multiple unit residential building. Anything as-of-right through a permit process still has to meet all requirements of the Land Use By-Law, some of those requirements may not allow some of those uses. But that is an exercise that the applicant would have to look at. It's an exercise that you would have to look at as well. There are always limitations as to what you can do.

Rick Pinkney – Why were townhouses like Cornerstone or the other one like Raymar built down the road there not considered for this lot. That's more in conjunction with the neighborhood.

Tyson Simms – I am not certain if there is policy to allow for consideration to allow for construction of townhouse development in that area. There may be. I would have to look, Commercial policy does allow for a variety of things, specifically townhouse development we can look at that.

Rick Pinkney – I am talking about the ones that were built right along the Beaver Bank Road.

Tyson Simms – I don't think, this is a commercially designated property and there is not a whole lot of them. So I am not going to draw the distinction that those were developed under a similar process and that is how we got to those. Because I think those are designated as residential properties and they apply under different policies. This site might get access to some of those policies but I am going to have to look into that. Other forms of housing, maybe that's a possibility. What we need to keep in mind is the applicant has made a specific proposal for this type of development and this is what will go through the process. This is what council will consider. If there are other options or other forms, I can go with that too. If you have questions or want to follow up with me on that question you can give me a call and we can follow up on that. This is a very specific policy that allows for multiple unit residential development so there may be other forms to consider. So keep in mind this application is for that, a multi and that is what will go before council.

4. Closing comments

Tyson Simms thanked everyone for attending the meeting.

5. Adjournment

The meeting adjourned at approximately 8:10 p.m.