



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 10.1.2
North West Community Council
November 5, 2018
December 10, 2018

TO: Members of North West Community Council

SUBMITTED BY: Original Signed

Kelly Denty, Director, Planning and Development

Original Signed

Jacques Dubé, Chief Administrative Officer

DATE: September 20, 2018

SUBJECT: **Case 20757: Development Agreement for 235 Beaver Bank Road, Beaver Bank.**

ORIGIN

Application by T.A. Scott Architecture and Design Limited.

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 set out in Attachment A, to allow for a two-storey commercial building including a pharmacy/medical clinic at 25 Beaver Bank Road, Beaver Bank 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; 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

T.A. Scott Architecture and Design on behalf of the property owner, McClair's Holdings Limited, has applied for a development agreement to allow for a two-storey commercial building for a pharmacy/medical clinic at 235 Beaver Bank Road, Beaver Bank.

Subject Site	235 Beaver Bank Road, Beaver Bank (PID 41376450)
Location	East side of Beaver Bank Rd between Wingate Dr. and Millwood Dr.
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Urban Residential (UR) Sackville Municipal Planning Strategy
Zoning (Map 2)	R-6 (Rural Residential Zone) under the Sackville Land Use By-law
Size of Site	Approximately 3,197.5 square metres (34,417 square feet)
Street Frontage	Approximately 82 metres (269 ft.) on Beaver Bank Road
Current Land Use	Vacant
Surrounding Use	Single Family residential to the rear (across an old service Road) and to the side of the property. Land directly across Beaver Bank Road is a gravel lot, but it is part of land owned and used by a lumber milling company.

Proposal Details

The applicant proposes a two-storey, ranch-style building for "Guardian Pharmacy" with an area for a retail pharmacy, and space for two doctors' offices.

The major aspects of the proposal are as follows:

- The building is approximately 8,000 square feet over two storeys and has areas for a retail pharmacy and two doctors' offices.
- 31 surface parking spaces are proposed, as well as two Class A, and four Class B bicycle parking spaces.
- No outdoor storage is proposed, and an area for refuse containers is to be screened.
- A six-foot fence is proposed along the sides and rear area of the lot for screening from adjacent residential properties.
- Two road access points are proposed (one entrance and one exit) along Beaver Bank Road.

Enabling Policy and LUB Context

The subject property is designated Urban Residential under the Sackville Municipal Planning Strategy. The property is zoned R-6 (Rural Residential) Zone under the Sackville Land Use By-Law (Map 2) which allows for single family dwellings, home day care, bed and breakfasts, pet care facilities within the home, and home businesses as well as agricultural, forestry, fishing, open space, and a variety of institutional uses.

The Urban Residential designation (Policy UR-15) allows for consideration of medical clinics which are too extensive to be considered as a small business within a dwelling by development agreement. Policy UR-18 allows for consideration of new local commercial uses by development agreement. Attachment B contains the relevant policy from the Dartmouth MPS along with a staff assessment as to how this proposal adheres to this policy.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area (Map 2) and a public information meeting held on Tuesday, April 18, 2017. Attachment C contains a copy of the minutes from the meeting.

The public comments received include the following topics:

- General support for the proposed pharmacy and doctors' office use. Expression from community that it would be of great service to the area;
- Concerns over vegetation buffering between adjacent residential properties. Natural existing buffer is important to adjacent residents;
- Concern over site lighting. Important to residents that it is not directed at adjacent properties;
- Concern over parking spilling onto Beaver Bank Road;
- Concern that the site requires an oil grit separator and storm water plan as site is in proximity to Little Sackville River;
- Concerns regarding hours of operation and loading/unloading hours; and
- Concerns regarding increasing traffic along Beaver Bank Road.

A public hearing must be held by North West Community Council before they can consider approval of the proposed development agreement. Should 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 shown on Map 2 will be notified of the hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposal will potentially impact local residents and property owners.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that both proposed uses in the proposal are reasonably consistent with the intent of the MPS. A full policy analysis can be found in Attachment B of this report.

Policy UR-15 allows for consideration of medical clinics which are too extensive to be considered as a small business within a dwelling, by development agreement subject to compatibility with adjacent land uses in terms of height, bulk, lot coverage, building appearance, landscaping, parking areas and signage.

Policy UR-18 allows for consideration of new local commercial uses by development agreement, subject to commercial uses being limited to service, personal service, and local convenience outlets that are primarily intended to serve the local neighborhood, and limited to a maximum gross floor area of 5,000 square feet. Similar to policy UR-15, this development agreement option is also subject to compatibility with adjacent land uses in terms of height, bulk, lot coverage, character of existing neighborhood, signage, landscaping and hours of operation.

Proposed Development Agreement

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur.

The proposed development agreement addresses the following matters:

- Maximum lot coverage of 35%;
- Maximum building height of 35 feet;
- Require detailed landscaping plan for site;
- Require a minimum of 31 parking spaces;
- Controls on building materials and exterior building design;
- Require screening from surrounding residential properties;
- Require pedestrian connection to the site from Beaver Bank Road;
- Require bicycle parking facilities at the front of the building; and
- Controls on site lighting, signage, and hours of operation.

The items identified as non-substantive which would not require a subsequent public hearing to amend the development agreement are:

- Changes to parking;
- Changes to hours of operation;
- Changes to signage;
- The granting of an extension to the date of commencement; and
- Changes to the length of time for completion of development.

The attached development agreement will permit a two-storey pharmacy/medical clinic building subject to the controls identified above. 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 detailed discussion.

Surrounding Context

The site is a corner lot, fronting along Beaver Bank Road, and along an old, undeveloped/unpaved service road. The bulk of properties on this side of Beaver Bank Road, in proximity to this site, contain single family dwellings. There is an existing Guardian Pharmacy and medical clinic further north on Beaver Bank Road, which would be closed and relocated to this site post construction. The proposed use provides a service to members in the local community by providing healthcare clinics, availability to prescriptions, and availability to convenience items in proximity to community members' homes.

For this proposal, the building height, bulk, and lot coverage are in keeping with these dwellings. The two-storey building incorporates local dwelling features including similar roof angle and form, dormers, cladding, and window treatments. The building design is in keeping with the character of the existing neighborhood, all while providing a local service to the residents. In addition, much of the site design has been designed to address any potential impact on adjacent residents.

Site Design, Landscaping, and Screening

The landscaping plan submitted has provided a combination of tree, vegetation, and six-foot fence buffering along sections of the side and rear property lines to minimize potential impacts on adjacent single family residential development such as light, noise, and privacy from users of the facility. A ten foot (3m) wide vegetation buffer has also been proposed along the northern end (side yard) of the lot to minimize potential impacts from adjacent single family residential development, and to provide a screen from the proposed refuse area. The vegetation is proposed to be thicker along the left property line shared with a lot containing an existing single-family home.

The 31 proposed parking spaces are appropriate for the use and the site design. Many of the spaces are located at the side and rear of the property so as to detract from excessive parking at the front of the property. The design of parking is reasonably consistent with the amount of parking on adjacent properties along Beaver Bank Road, while also providing for the needs of users of the facility.

A hard-surfaced walkway is to be provided along the front facade to encourage pedestrian movement and separation between the building and parking areas. A hard-surfaced walkway providing direct access from the front entrance to the sidewalk on Beaver Bank Road is also proposed. Bicycle parking is to be located at the front of the building to encourage active transportation to the site.

The site design features mentioned above provide for the needs of the users of the facility while also addressing potential impact on adjacent residential development, which are key aspects of the enabling policies.

North West Planning Advisory Committee

On May 3, 2017, the North West Planning Advisory Committee (PAC) recommended that the application be approved. The recommendations of the PAC on the application are sent to Community Council by means of a separate report.

NWPAC raised several concerns which have been addressed in the final design as follows:

NWPAC Concern	How Concern is Addressed
Buffering between Haddad Drive residential properties	Applicant revised site plan to include a six foot fence along the side/rear property lines, as well as increased vegetation buffering along part of the rear property line, both of which will be required and regulated through the development agreement.
Lighting and Noise pollution on neighboring uses	Applicant revised site plan to include a six foot fence along the side/rear property lines to limit noise pollution. Lighting is addressed in the development agreement and shall be arranged to divert the light away from streets, adjacent lots and buildings.
Increased Pedestrian thoroughfare and Littering - Haddad Crescent	A fence is located along the property line screening the building from Haddad Drive. Pedestrian access is proposed from the Beaver Bank Road with a hard surfaced walkway and marked crosswalk.
Traffic Impact	HRM Engineering and Traffic staff provided comment that the TIS submitted is acceptable.
Excess parking (ie. overflow onto adjacent streets)	A minimum of 31 parking spaces are required under the proposed development agreement to service the building.
Environmental impacts of construction of and ultimate drainage from the site into Little Sackville River	Applicant revised site plan to include on-site capacity measures through the form of retention ponds. Applicant has also expressed consideration of permeable pavement; however, this is not required or regulated under the development agreement.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The site design provides for the needs of the users of the facility while also addressing potential impact on adjacent residential development. The building design is in keeping with the character and form of the existing residential buildings in the neighborhood. Therefore, staff recommend that the North West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2018-19 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or a public hearing. A decision of 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 proposed agreement does not reasonably carry out the intent of 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

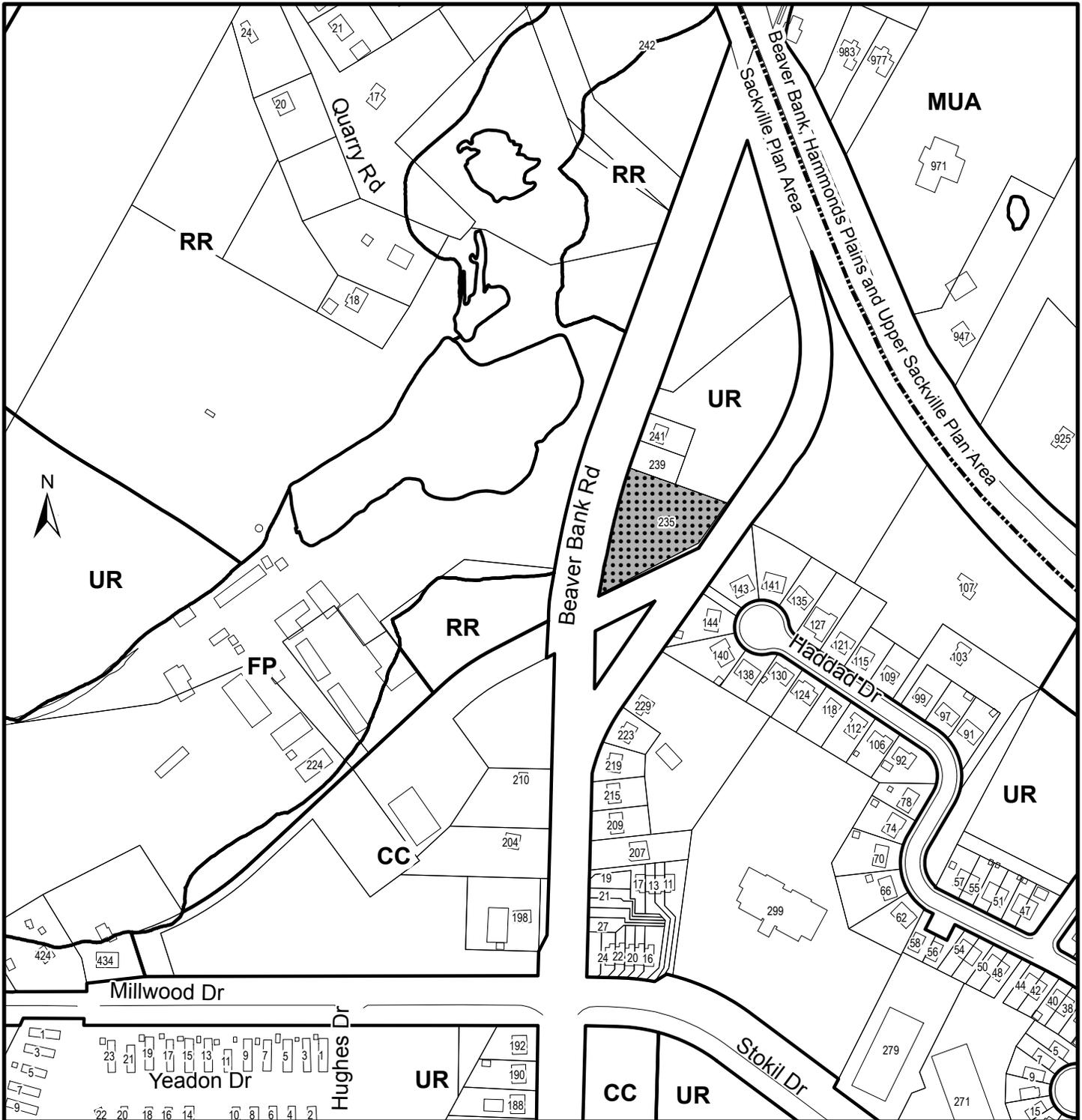
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant Sackville MPS Policies
Attachment C:	Public Information Meeting Summary

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Brittney MacLean, Planner II, Current Planning, 902.490.7175

Original Signed

Report Approved by: Carl Purvis, Acting Manager Current Planning, 902.490.4797



Map 1 - Generalized Future Land Use

235 Beaver Bank Rd,
Beaver Bank

 Area of Proposed
Development Agreement

Designation

Sackville Plan
UR Urban Residential
RR Rural Residential
CC Community Commercial
FP Floodplain

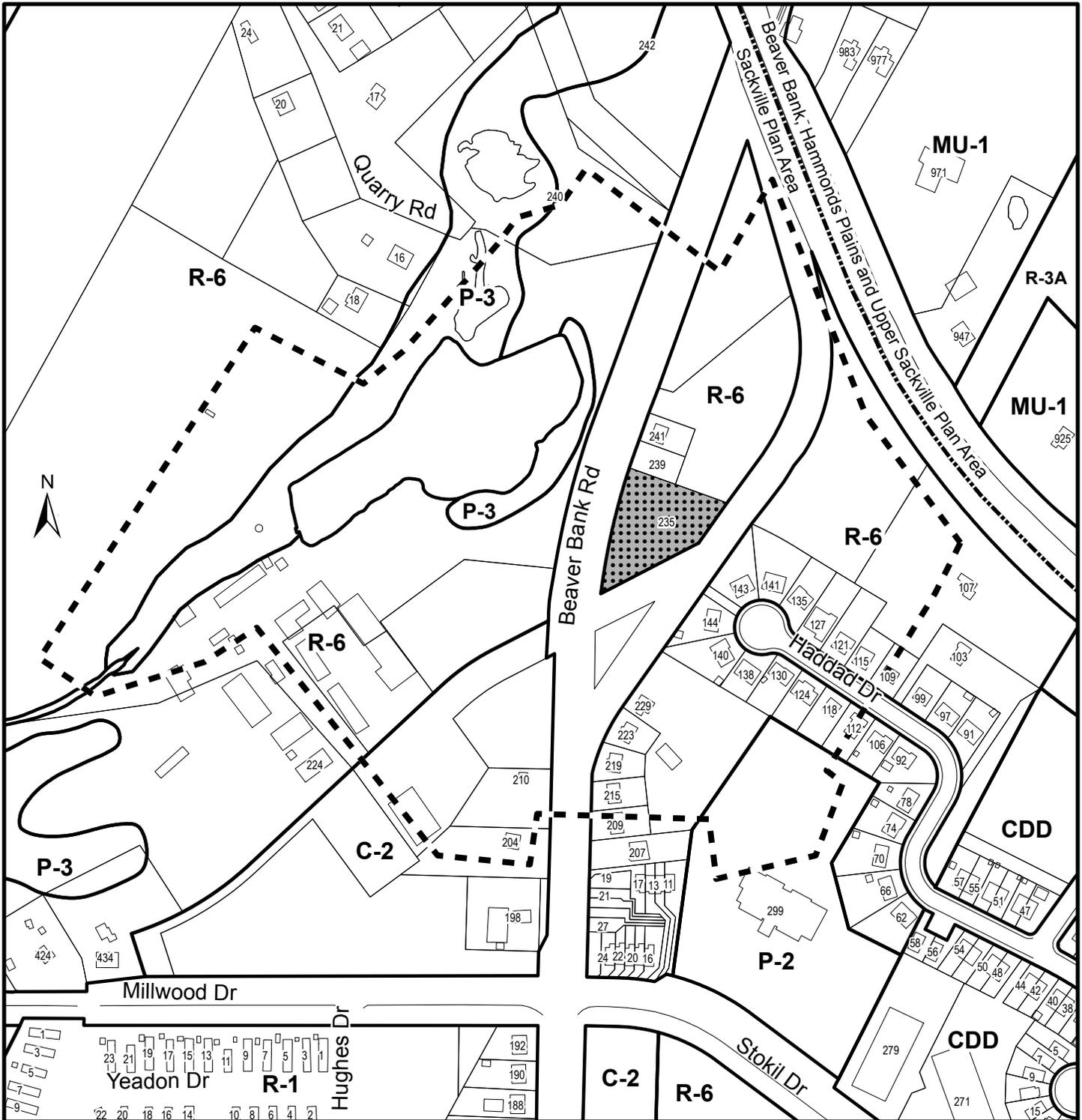


Sackville Plan Area and
Beaver Bank, Hammonds Plains
and Upper Sackville Plan Area

BB, HP, US MUA Mixed Use A
Plan

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

235 Beaver Bank Rd,
Beaver Bank

 Area of Proposed
Development Agreement

 Area of Notification

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

Zone

Sackville
Plan

BB, HP, US
Plan

- R-1 Single Unit Dwelling
- R-6 Rural Residential
- C-2 Community Commercial
- P-3 Floodplain
- CDD Comprehensive Development District
- R-3A Mobile Home Park
- MU-1 Mixed Use 1

HALIFAX



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]**, 2018,

BETWEEN:

MCCLAIR'S HOLDINGS LTD.

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 235 Beaver Bank Road, Beaver Bank and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a pharmacy/local convenience outlet and medical clinic on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR-15 and UR-18 of the Municipal Planning Strategy for Sackville and Section 3.6 of the Land Use By-law for Sackville;

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 20757;

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

- 1.1.1 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

- 1.2.1 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.
- 1.2.2 Variances to the requirements of the Land Use Bylaw for Sackville shall be permitted in accordance with the *Halifax Regional Charter*.

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 for Sackville 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

- 1.5.1 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

1.6.1 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.

1.7 Lands

1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

(a) Variable message signs (VMS): any advertising display that is capable of displaying dynamic content or automatically changing content. These include digital and projected advertising displays that are visible from the road.

(b) Static content signs: stationary advertising display with no moving parts, animation, flashing lights (LED or other), or ability to change advertising media through mechanical or digital means.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20757:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan/Landscaping Plan
Schedule C	North and West Elevations
Schedule D	South and East Elevations

3.2 Requirements Prior to Approval

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

(a) A landscaping plan in accordance with Section 3.8 of this Agreement.

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

- (a) 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 which the Development Officer may accept as sufficient record of compliance with the Landscape Plan prepared as per the requirements of section 3.8.

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

3.3 General Description of Land Use

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

- (a) Pharmacy and/or local convenience outlet not to exceed a maximum of five thousand (5,000) square feet in area.

- (b) Medical clinic and/or office of any health practitioner.

Or

- (c) Any use permitted within the R-6 (Rural Residential) Zone, subject to the provisions contained within the Land Use By-law for Sackville.

3.3.2 No open storage or outdoor display shall be permitted.

3.3.3 For the purpose of calculating square footage of pharmacy and/or local convenience use, areas of cold storage, storage and receiving, pharmaceutical consultation, office, lobby, hallways, stairwells, electrical and mechanical, and elevators shall be exempt.

3.4 Siting and Architectural Requirements

3.4.1 The building's siting shall be as generally shown on Schedule B, and shall comply with the following:

- (a) lot coverage shall not exceed 35%;

- (b) the building shall be a minimum of twenty (20) feet from the front lot line; and

- (a) the maximum height of the building shall not exceed 35 feet.

3.4.2 The building facades shall be as generally shown on Schedules C and D.

3.4.3 The main entrances to building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face the Beaver Bank Road. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

3.4.4 The façade facing Beaver Bank Road shall be designed and detailed as the primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on Schedules C and D.

- 3.4.5 Any exposed foundation in excess of 2 feet in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.6 Exterior building materials shall not include vinyl siding.
- 3.4.7 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.4.8 The Building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Beaver Bank Road, residential properties on Haddad Drive, or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented.
- 3.4.9 A hard surfaced walkway shall be provided along the front, right side, and rear building façades to encourage pedestrian movement and separation between building and parking areas.
- 3.4.10 A hard surfaced pedestrian walkway network shall be provided linking the front entrance to the sidewalk network along Beaver Bank Road to encourage pedestrian movement. All walkways shall be a minimum of 4.92 feet wide and be designed to be accessible with a grade of 5% or less unless otherwise approved by the Development Engineer of the Municipality.
- 3.4.11 Hard surfaced materials may be composed of any combination of poured in place concrete, decorative patio slabs, decorative interlocking precast concrete paver stones, or acceptable equivalent in the opinion of the Development Officer.
- 3.4.12 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.4.13 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.4.14 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter, and encourage pedestrian movement.

3.5 Parking, Circulation and Access

- 3.5.1 The parking area shall be sited as shown on Schedule B and shall comply to the following:
 - (a) The parking area shall maintain setbacks from the property lines as shown on the plan;
 - (b) The parking area shall provide a minimum of 31 parking spaces;
 - (c) The parking area shall be hard surfaced;
 - (d) The limits of the parking area shall be defined by fencing or landscaping or curb; and
 - (e) Snow storage areas shall be provided as shown on Schedule B.
- 3.5.2 It is the responsibility of the Developer to acquire all required rights-of-way or easements over adjacent properties, where necessary for services or other requirements.

- 3.5.3 The Development Officer may approve modifications, which in the opinion of the Development Officer are deemed acceptable, to the parking plan that do not result in a reduction of parking spaces required in this agreement or a reduction in landscaped area.

3.6 Bicycle Parking

- 3.6.1 Bicycle parking shall comply with Section 4.26A Bicycle Parking Facilities and 4.26B Location of Bicycle Parking, of the Land Use By-law for Sackville, as amended from time to time, excepting that Class B bicycle parking spaces shall be located at the front of the building.

3.7 Outdoor Lighting

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

- 3.7.2 All lighting fixtures shall be fully shielded.

3.8 Landscaping

- 3.8.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Landscape Standard and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.2 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.8.4 Notwithstanding Section 3.8.2, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, 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 of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Maintenance

- 3.9.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the

replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

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

3.10 Signs

3.10.1 Signs shall be permitted as per signage requirements of the Land Use By-law for Sackville, as amended from time to time, with the exception of the following:

- (a) Signs shall only be externally illuminated with down-casting illumination not impacting adjoining properties and any adjacent streets;
- (b) Signs shall be limited to static content signs;
- (c) Variable message signs shall not be permitted;
- (d) Only one ground sign shall be permitted on the premises. The location of the ground sign may differ from than shown on schedule B. If an alternate location is selected, landscaping at the base of the ground sign shall consist of shrubs and/or flower beds; and
- (e) No ground sign be less than 3 m (10 ft.) from any street or abutting lot.

3.11 Temporary Construction Building

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

3.12 Screening

3.12.1 An opaque fence no less than six (6) feet (1.8 metres) in height shall be located along portions of the side and rear property lines as shown on Schedule B to ensure minimal visual impact from surrounding residential properties.

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

3.12.3 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Beaver Bank Road, residential properties along Haddad Drive, and residential properties along adjacent property lines. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.12.4 Any mechanical equipment shall be screened from view from the Beaver Bank Road, residential properties along Haddad Drive, and residential properties along adjacent property lines by means of opaque fencing or masonry walls with suitable landscaping.

3.13 Hours of Operation

3.13.1 Any pharmacy and/or local convenience outlet use shall be permitted to operate between the hours of 7:00 am and 11:00 pm.

3.13.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 8:00pm.

3.13.3 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 Off-Site Disturbance

4.2.1 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 Outstanding Site Work

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

4.4 Solid Waste Facilities

4.4.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

4.4.2 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.

4.4.3 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 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.
- 5.1.2 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance 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 Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.2 Sulphide Bearing Materials

- 5.2.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
- (a) Changes to parking as detailed in Section 3.5 which do not conform with Schedule B;
 - (b) Changes to hours of operation as detailed in Section 3.13;
 - (c) Changes to signage as detailed in Section 3.10;
 - (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
 - (e) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

6.2 Substantive Amendments

- 6.2.1 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

7.1.1 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 three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.

7.4 Completion of Development

7.4.1 Upon the completion of the whole 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 five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

8.1.1 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

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

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:

MCCLAIR'S HOLDINGS LTD.

Witness

Per: _____

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

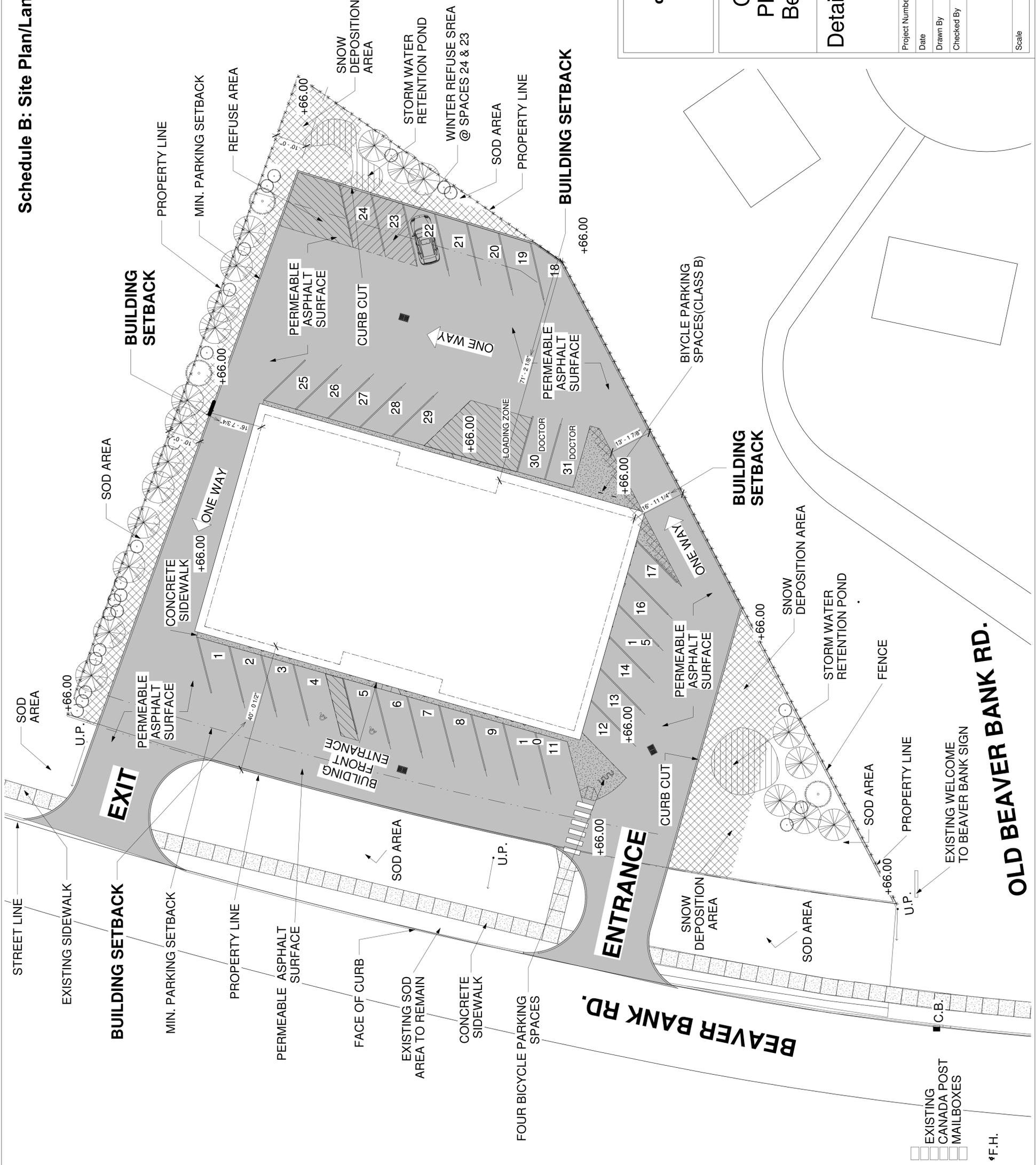
A Commissioner of the Supreme Court
of Nova Scotia

Schedule B: Site Plan/Landscaping Plan

PID #: 41376450
 ZONE: R-6
 CIVIC #: 235
 MCCLAIR'S HOLDINGS LIMITED
 LAND AREA OF 34440 SF
 BUILDING AREA OF 8,000 SF

LEGEND:

- U.P. UTILITY POLE
- GUY WIRE
- C.B. CATCH BASIN
- F.H. GUY WIRE
- +000.0 EXISTING GRADES
- ↑ DRAINAGE DIRECTION WITH 1% SLOPE
- PARKING SETBACK
- FENCE
- ▨ SNOW DEPOSITION AREA



Guardian Pharmacy - Beaverbank

Detailed Site Plan

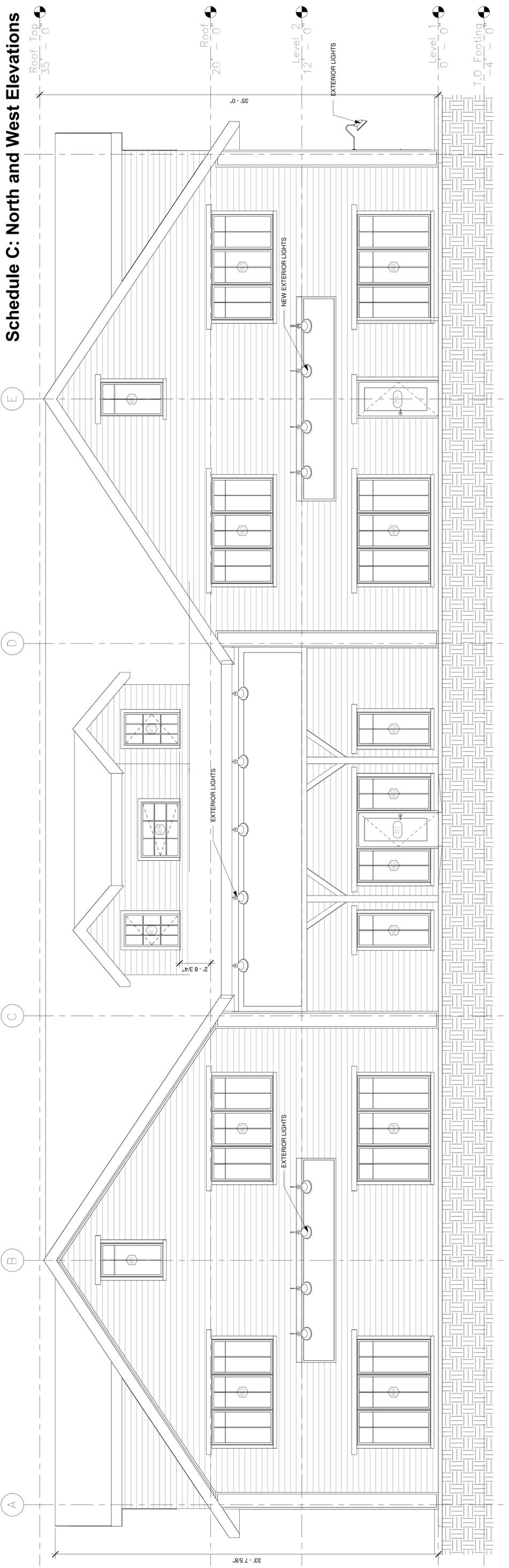
Project Number	15-024
Date	2018.04.19
Drawn By	JTP
Checked By	TAS

A-100
 Scale 1 : 170

- ▨ EXISTING CANADA POST MAILBOXES
- U.P. UTILITY POLE
- C.B. CATCH BASIN
- F.H. GUY WIRE

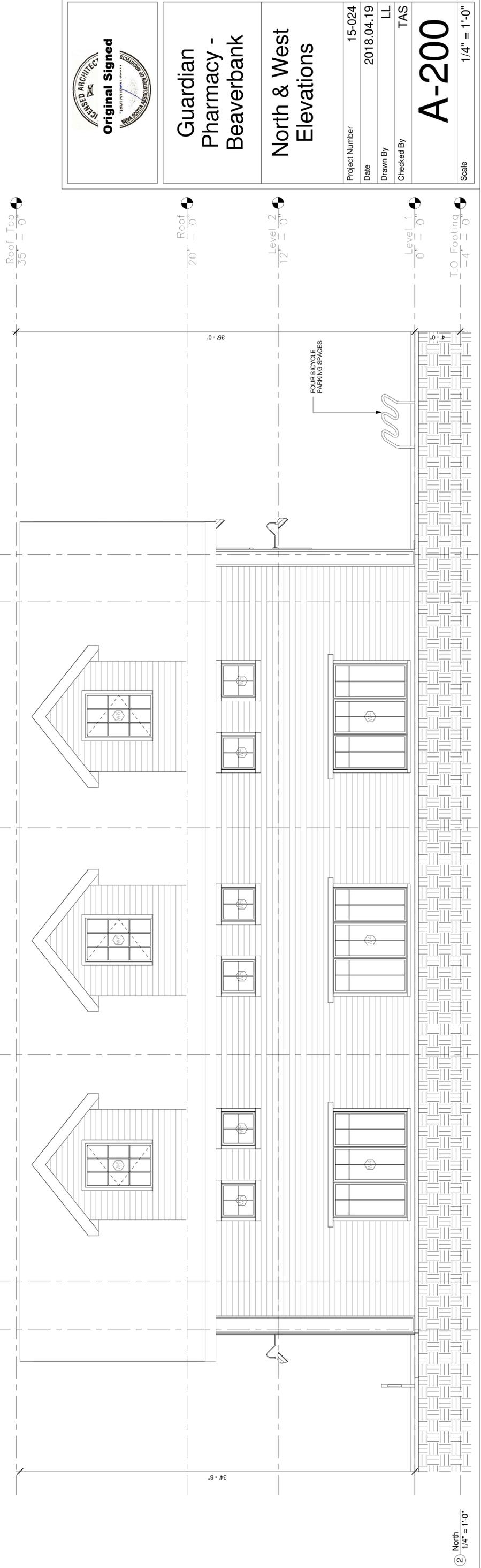
EXISTING BARRET TRUSS AND BUILDING SUPPLIES SIGN

Schedule C: North and West Elevations



① West
1/4" = 1'-0"

① ② ③ ④ ⑤ ⑥



② North
1/4" = 1'-0"



**Guardian -
Pharmacy -
Beaverbank**

**North & West
Elevations**

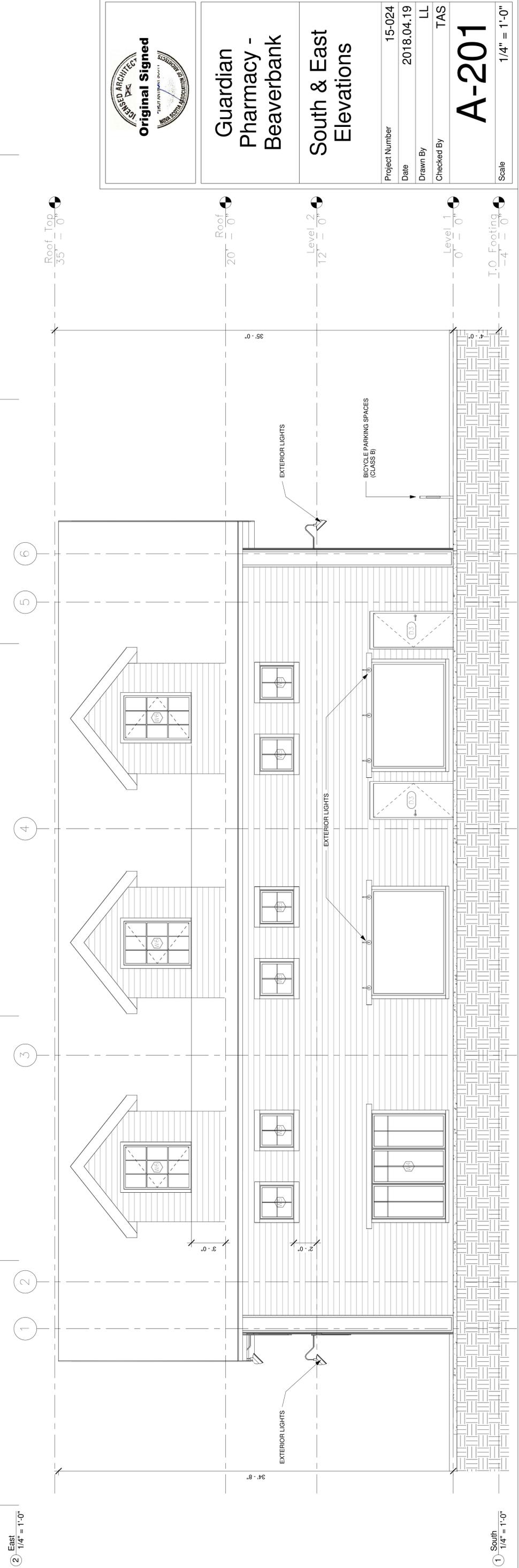
Project Number	15-024
Date	2018.04.19
Drawn By	LL
Checked By	TAS

A-200
Scale
1/4" = 1'-0"

Schedule D: South and East Elevations



② East
1/4" = 1'-0"



① South
1/4" = 1'-0"



**Guardian -
Pharmacy -
Beaverbank**

**South & East
Elevations**

Project Number	15-024
Date	2018.04.19
Drawn By	LL
Checked By	TAS

A-201

Scale
1/4" = 1'-0"

Attachment B: Review of Relevant Sackville MPS Policies

Policy UR-15

Notwithstanding Policy UR 2, within the Urban Residential Designation, it shall be the intention of Council to consider medical clinics and larger day care facilities which are too extensive to be considered as a small business within a dwelling, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

Policy	Staff Comment
<p>(a) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</p>	<p>The site is located within an R-6 (Rural Residential) use zone that permits a range of uses including, but not limited to single unit dwellings; home-based day care facilities; bed and breakfasts; Home-based businesses; Agricultural uses; Forestry uses and Fishing and fishing related uses.</p> <p>The bulk of properties on this side of Beaver Bank Road, in proximity to this site, contain single dwellings. For this proposal, the building height, bulk and lot coverage are keeping with these dwellings. The two-storey building incorporates local dwelling features including similar roof angle and form, dormers, cladding, and window treatments.</p>
<p><i>(b) that site design features, including landscaping, outdoor play space where required, parking areas and driveways, are of an adequate size and design to provide for the needs of users of the facility, as well as to address potential impacts on adjacent development;</i></p>	<p>The landscaping plan submitted has provided tree and vegetation buffering in addition to the remaining tree buffer along sections of the Old Beaver Bank service road to minimize potential impacts on adjacent single family residential development. A ten foot (3m) wide vegetation buffer is also proposed along the northern end (side yard) of the lot to minimize potential impacts from adjacent single family development, and to provide as a screen from the proposed refuse area.</p> <p>The 31 proposed parking spaces are appropriate for the use and the site design. Many of the spaces are located at the side and rear of the property as to detract from excessive parking at the front of the property. The design of parking is reasonably consistent with the amount of parking on adjacent properties along Beaver Bank Road, while also providing for the needs of users of the facility.</p> <p>Pedestrian Connectivity/Access: A hard surfaced walkway is provided along the front facade to encourage pedestrian movement and separation</p>

	between the building and parking areas. A hard surfaced walkway providing direct access from the front entrance to the sidewalk on Beaver Bank Road is also proposed.
<i>(c) that controls on signage are appropriate with surrounding areas; (d) that the site is located in close proximity to a minor or major collector as defined on Map 3 - Transportation;</i>	The Beaver Bank Road is classified as an arterial road. This is of higher order than a major collector. For this reason, staff feel that the proposal complies with this requirement.
<i>(d) the impact on traffic circulation and, in particular, the suitability of access to and from the site;</i>	A Traffic Impact Statement was submitted and deemed acceptable by Engineering with no issues identified.
<i>(e) the guidelines of the provincial licensing agency;</i>	Confirmation of licensing will be a component of the permitting stage.
<i>(f) general maintenance of the development; and</i>	The DA will provide for requirements for maintenance of the development. The DA will provide for requirements to ensure the proposed refuse area/receptacle is fully screened. The DA will require that an adequate snow storage area be provided on the lands and be located where run off can be directed through any storm water treatment system required by this Agreement. Snow storage areas shall be shown on the final site plan/schedule.
<i>(g) provisions of Policy IM 13.</i>	See below.

Policy UR-18

Notwithstanding Policies UR 2 and UR 17, within the Urban Residential Designation, it shall be the intention of Council to consider new local commercial uses, and the expansion of local commercial uses in the C-1 (Local Commercial) zone beyond the permitted gross floor area (RC-Sep 16/08;E-Oct 11/08), according to the development agreement provisions of the Planning Act. In considering any such agreement, Council shall have regard to the following:

Policy	Staff Comment
<i>(a) that commercial uses shall be limited to service and personal service uses and local convenience outlets;</i>	The Pharmacy, due to its small scale, is considered as a local convenience outlet.
<i>(b) that the proposed development does not exceed a maximum gross floor area of five thousand (5,000) (RC-Sep 16/08;E-Oct 11/08), exclusive of any area devoted to an accessory dwelling unit;</i>	The Pharmacy portion of the development meets this requirement at 3540 sq. ft.
<i>(c) that that the use is primarily intended to serve the local neighbourhood;</i>	The Pharmacy is intended to replace the local Guardian Pharmacy 10 minutes walk to the north.
<i>(d) that the height, bulk and (RC-Sep 16/08;E-Oct 11/08) lot coverage of any building is compatible with adjacent land uses and with the</i>	Addressed in UR-15(a).

<i>character of the surrounding residential neighbourhood (RC-Sep 16/08;E-Oct 11/08</i>	
<i>(e) that no open storage or outdoor display shall be permitted</i>	No open storage is proposed.
<i>(f) that site design features, including signage, landscaping, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent developments;</i>	Addressed in UR-15(a) and (b)
<i>(g) that there is direct access to a major collector as identified on Map 3 - Transportation, with preference given to commercial sites which are located at the intersection of major and minor collectors;</i>	The site fronts onto the Beaver Bank Road which is classified as an arterial road.
<i>(h) the impact on traffic circulation and, in particular, the suitability of access to and from the site;</i>	Addressed in UR-15(d)
<i>(i) that it is not being considered on lands which are presently zoned and developed for either single or two unit dwelling purposes nor where it is intended to replace a single or two unit dwelling which has been demolished, removed or destroyed by fire.</i>	The property is zoned R-6 (Rural Residential).
<i>(j) maintenance of the development;</i>	Addressed in UR-15(f)
<i>(k) hours of operation; and;</i>	Hours of operation will be addressed in the Development Agreement.
<i>(l) the provisions of Policy IM-13; and</i>	See IM-13 below.
<i>(m) the architectural design is compatible with the surrounding residential neighbourhood. (RC-Sep 16/08;E-Oct 11/08)</i>	Addressed in UR-15(a)

Policy IM-13

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

Policy IM-13 Criteria	Staff Comment
<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>	The proposed medical clinic/retail use is in conformance with the requirements of the planning strategy with further controls to be provided in the development agreement to ensure the development meets the intent of applicable policies and other standards.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of the Municipality is to absorb any costs relating to the development;</i>	No Municipal costs are anticipated.
<i>(ii) the adequacy of sewer and water services and public utilities;</i>	All water, wastewater, and stormwater design shall reference the latest version of the Halifax Water's Design and Construction Specifications and detailed servicing plans shall be provided with the building permit application.

Policy IM-13 Criteria	Staff Comment
<i>(iii) the adequacy and proximity of schools, recreation and other public facilities;</i>	The proposal does not have a residential component that would otherwise require consideration of these factors.
<i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i>	Addressed in UR-15(b)
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	No historic buildings or sites have been identified.
<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>	
<i>(i) type of use;</i>	The site is located within a Rural Residential zone, however, the proposed uses are permitted by development agreement under policy UR-15 and UR-18. These enabling Development Agreement policies have various requirements to ensure that the development is compatible with the surrounding uses. Regarding use, see rational provided in UR-15(a).
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	Addressed in UR-15(a)
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	Traffic and parking considerations are addressed in addressed in UR-15(d).
<i>(iv) open storage;</i>	No open storage has been proposed.
<i>(v) signs; and</i>	The sign requirements shall be determined within the DA to ensure that the commercial use signage arrangement for multiple tenants does not detract from the established character of the surrounding uses.
<i>(vi) any other relevant matter of planning concern.</i>	None identified.
<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>	The site is relatively flat, and final construction and site development will require compliance with standards outlined in the Development Agreement, applicable standards of the LUB, the Building By-law and other applicable codes to ensure the permitted uses are deemed safe and are not detrimental to the site or adjacent uses. An erosion and sedimentation plan, a site disturbance plan, and a detailed stormwater management plan will be a requirement of the development agreement.
<i>(e) any other relevant matter of planning concern; and</i>	None identified.
<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</i>	Land subdivision is not part of the proposal.

Policy IM-13 Criteria	Staff Comment
<i>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>	

Attachment C

HALIFAX REGIONAL MUNICIPALITY Public Information Meeting Case 20757

The following does not represent a verbatim record of the proceedings of this meeting.

Tuesday, April 18, 2017

7:00 p.m.

Millwood High (Cafeteria) - 141 Millwood Dr, Middle Sackville, NS

STAFF IN

ATTENDANCE: Justin Preece, Planner, HRM Planning
Alden Thurston, Planning Technician, HRM Planning
Tara Couvrette, Planning Controller, HRM Planning

ALSO IN

ATTENDANCE: Councillor, Lisa Blackburn, District 14
Troy Scott, T.A. Scott Architecture & Design Ltd
Danny MacClare, Property owner of the pharmacy

PUBLIC IN

ATTENDANCE: Approximately: 14

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

Call to order, purpose of meeting – Justin Preece

Mr. Preece introduced himself as the Planner and Facilitators for the application. He also introduced; Tara Couvrette – Planning Controller, Alden Thurston - Planning Technician, and Troy Scott, T.A. Scott Architecture & Design Ltd - applicant.

Case No. 20757: Application by T.A. Scott Architecture and Design Limited to allow a 2-storey commercial building for a pharmacy/medical clinic at 235 Beaver Bank Road by Development Agreement.

Mr. Preece explained; the purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

1. Presentation of Proposal – Mr. Preece

Mr. Preece provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the developer's request. Mr. Preece outlined the context of the subject lands and the relevant planning policies.

Presentation of Proposal – Troy Scott, T.A. Scott Architecture & Design Ltd

Mr. Scott explained; what was proposed and showed slides of what the proposal should look like.

2. Questions and Comments

Mr. David Barrett – Beaver Bank thinks this is a wonderful thing. He is glad to see more commercial coming to Beaver Bank. He also wanted to know if they had considered using the old Beaver Bank Rd. for parking, as long as it is not being used for a road. He is skeptical of HRM and the planners and their intentions. He wanted to know; how much this has cost so far in the process, how much more will it cost, and how much time will this take. **Mr. Scott** stated it is a significant process to go through and has taken a little over a year so far and cost thousands of dollars to this point. **Mr. Preece** spoke to timelines and what his job is as a planner.

Mr. Philip Syms – Haddad Dr. doesn't want them to use the Old Beaver Bank Rd. for parking as he lives directly behind the site they want to build on. Wanted to state, if HRM wanted to sell the property (the old Beaver Bank Rd. right-of-way) he wanted first dib's on it. He wanted to know how wide the right-of-way is between his property and this development. **Mr. Scott** stated maybe 30-40 feet. **Mr. Barrett** thought it may be 66 feet. **Mr. Scott** said that it is possible it could be 66 feet. Mr. Syms said his biggest concern is that when he purchased his home 18 years ago the Catholic Church owed the property which was willed to them with the stipulation that only a church could be built on it. Over time that has changed. He stated he is not opposed to the pharmacy and the medical clinic, he thinks it is a great idea and a great spot for it. He just doesn't want to lose the buffer between the building and his lot. The trees and everything block a lot of noise and gives his property some privacy. **Mr. Preece** stated a lot of these concerns can be addressed in the development agreement. He also explained different options that can be considered through fencing/planting more trees etc. **Mr. Syms** stated a combination of fencing and trees would be perfect. He also wanted to know about the outside lighting for the building. **Mr. Scott** stated because it is still early in the process site lighting hasn't been addresses at this point. He explained the two options of building mounted lighting or poles. He stated there has been a lot of advancement in lighting like cut offs so you are not lighting outside of your property line. Once the store closes the lights would go out so they will not be on all night. He stated having parking at the edge may cause some spill. **Mr. Syms** stated he is not opposed to building mounted lighting however; he would be opposed to pole lighting. **Mr. Preece** also explained options for lighting.

Lelia Syms – Haddad Dr. wanted to know if the entrances will only be off Beaver Bank Rd. **Mr. Scott** stated that yes, the entrances/exits would be on the Beaver Bank Rd. **Mrs. Syms** wanted to know the hours of operation. **Mr. MacClare** stated 9-8 M-F, 9-5 Sat, and 12-5 Sun. **Mrs. Syms** asked if the LUB/MPS allowed the building to be built with no changes to the by-laws **Mr. Preece** explained the development agreement process and the steps and stages it would go through, 1st reading, Public Hearing etc. He stated at the Public Hearing is when the decision is made. **Mrs. Syms** stated the Traffic Impact Statement (TIS) was done in 2015 and will be obsolete by the time this comes to fruition. She wanted to know if it would be updated, and if they took into consideration the apartment building that is being built at the corner of Stokil and Beaver Bank. **Mr. Preece** stated that the TIS that he has is dated July 20, 2016 and is what was circulated for review. He explained the process of how the TIS is completed. **Mr. Scott** also went over how the TIS was done and what was taken into account when it was done. He also talked to the development going up at Beaver Bank and Stokil. He feels a lot of people will also be walking to this development. **Mrs. Syms** asked the zoning for this property. **Mr. Preece** stated it is an R-6 zone and explained what that meant. **Mrs. Syms** stated she thinks this is wonderful and a great idea. She thinks it is good for Sackville and Beaver Bank and likes that they are getting another doctor into the area. She also wanted to know if the people in the area would be notified as this process goes on. **Mr. Preece** stated they would and said anyone could reach out to him at any time to see where they were in the process.

Councillor Lisa Blackburn – She was glad they fought to stay in Beaver Bank. She wanted to know if there had been any discussion about the need for a turning lane to accompany this development. Mr. Scott stated that is where the TIS comes into play. He stated when they were doing it they looked at the lights at Stokil as being the buffer that will slow and stop traffic. **Councillor Blackburn** wanted to know if one entrance would be an entrance only and the other will be an exit only. **Mr. Scott** stated that they will both be an entrance and exit. **Councillor Blackburn** wanted to know if the second doctor has already been hired waiting for this development to take place. **Mr. MacClare** stated the current doctor they have, Dr. Saud, it is his practice and he leases space from the pharmacy and it's up to him to pick the doctor that is going to come. There is space in the current location for the second doctor. The concern currently is the parking and the speed limit at our current location is a concern. We have outgrown that location as well. **Councillor Blackburn** also explained how the North West Planning Advisory Committee (NWPAC) works. **Mr. Preece** also explained that the next step is that this goes to NWPAC.

Walter Regan, Sackville Rivers Association – He has many concerns; he thinks this site deserves and demands an oil grit separator (11:47:990 – part 2) including a maintenance plan, there has to be a huge reduction in parking because there is too much hard surface, we believe in ground water recharge so he hopes that will be taken into effect, there has to be landscaping designed by a landscape architect complete with trees, storm water control, every time there is a heavy rain event the sanitary sewer lines overflows into Little Sackville River. He would like to see sewage treatment retention on this site, past peak, storm water ponds built, which he hopes they area, will have habitat built into them and will be capable of taking the 100 year storm and climate change into effect. Second Lake Association is building trails in Second Lake and this site is planned for a trail head, perhaps HRM and this development should reach out and perhaps they can work together as not to block that. Cars in and out of the site should be right in and right out only. He hopes the building will be built to lead standard possibly platinum. He wanted to thank the architect for reaching out to him over a year ago for his comments. He feels the email transmission should be part of this record. The Little Sackville River will receive storm water from this site, and it is cold water, wild Atlantic salmon River, and must be respected and taken into the design. Silt if one of the major pollutants of Little Sackville River, during construction silt mitigation has got to be a priority. Silt has got to be kept on site. This should go before the Regional Waters Board for comment. He also believes this site should be checked for historical importance, right next to the old Sackville Rd., Beaver Bank Rd., and next to the train stop. What will be done about air conditioning noises 24/7 onto the neighbours? Garbage collection, dumpster removal, he doesn't think the neighbours would like to see 4 o'clock pickups in the morning. Night lights, downcast, maybe use LED's. He thinks it will become a shortcut for all the neighbourhood kids and should be taken into account now and planed for. On Windgate Dr. there are 300 units going in, a large subdivision, plus ongoing construction up Beaver Bank, he feels the 2014 traffic study should be updated. Left turn coming down Beaver Bank will hold traffic up. Traffic should be discussed with traffic authority because Beaver Bank Rd. is over capacity right now. There is talk, talk only, that Beaver Bank Rd. will go to four lanes, how will this effect this development and how will the new Maroon Hill intersection, how will this effect that intersection and upgrade to Windgate. **Mr. Preece** explained how this can all be looked at through the development agreement processes.

Stephen MacFadyen, Beaver Bank Rd., he wanted to know how they are going to be protected from this. He is in favor of this project and loves the idea of this coming down there. He would like to know what HRM's intentions are with the old Beaver Bank Rd., if there are any. He would also like to know how they are going to be protected from light pollution and noise pollution, are there things in place. **Mr. Preece** explained that all the concerns brought forward are going to be taken into consideration when negotiating the development agreement with the developer. The goal is to get the best design. He stated he also doesn't know what is going on with the old Beaver Bank Rd. **Mr. MacFadyen** stated that any type of commercial thing he is in

favor of keeping people here working and doing this. He just wants to make sure that HRM has their best interests in mind when they are doing this. He wants this to be successful 100%. **Mr. Preece** explained how he decides if this project meets its goals and if it can be successful. **Mr. MacFadyen** stated that the old Beaver Bank Rd is not maintained by HRM like it is supposed to be. He doesn't want the trees bulldozed that would be the buffer between them and this project. **Mr. Preece** stated he will look into it. **Mr. Scott** stated what they are looking at as a strategy.

Mr. Syms stated he just wants them to be good neighbours.

Mr. David Barrett spoke to traffic concerns that he has regarding Beaver Bank Rd. He also is concerned about the costs associated with planning.

3. Closing Comments

Mr. Preece thanked everyone for coming and expressing their comments.

4. Adjournment

The meeting adjourned at approximately 8:45 p.m.

Comments made after the meeting:

Peter and Melissa Davis, Haddad Dr. have concerns about garbage from the site being spilled over onto their property. They stated currently there are issues with Avery's and kids dropping their garbage all through their property. They wonder if HRM could install garbage cans to elevate some of the garbage all through there cul-de-sac and they path from Haddad to the old Beaver Bank Rd. They also have safety concerns.