



P.O. Box 1749  
Halifax, Nova Scotia  
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**Item No. 10.1.1**  
**North West Community Council**  
**November 5, 2018**  
**December 10, 2018**

**TO:** Chair and Members of North West Community Council

Original Signed

**SUBMITTED BY:**

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Kelly Denty, Director of Planning and Development

Original Signed

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Jacques Dubé, Chief Administrative Officer

**DATE:** September 28, 2018

**SUBJECT:** **Case 21406: Development Agreement for 216 Cobequid Road, Lower Sackville**

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**ORIGIN**

Application by TEAL Architects + Planners.

**LEGISLATIVE AUTHORITY**

- *Halifax Regional Municipality Charter (HRM Charter)*, Part VIII, Planning & Development
- By-law Number B-201 Respecting the Building Code

**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 permit a 4 storey mixed use building and fence at 216 Cobequid 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; and
3. Require the agreement be signed by the property owner within 120 or longer if warranted 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.
4. Approve the Fence Permit Application to construct fencing in excess of 6.5 feet in height at 216 Cobequid Road, Lower Sackville.

## **BACKGROUND**

TEAL Architects + Planners is applying to enter into a development agreement to enable a 4 storey mixed use development at 216 Cobequid Road in Lower Sackville. The proposal will have 36 residential units located on the second to fourth floors with ground floor commercial and will be accessed from Cobequid Road. The proposed building will replace the existing mixed-use building; the Sackville Municipal Planning Strategy (MPS) policy allows for new multiple unit buildings by development agreement

<b>Subject Site</b>	216 Cobequid Road, Lower Sackville
<b>Location</b>	Northeast corner of the intersection of Cobequid Road and Glendale Drive. The lands are not bounded by Glendale Drive as a small triangle of provincially owned land runs along the length of the subject lands
<b>Regional Plan Designation</b>	Urban Settlement (US)
<b>Community Plan Designation (Map 1)</b>	Community Commercial (CC) under the Sackville MPS
<b>Zoning (Map 2)</b>	C-2 (Community Commercial) zone under the Sackville Land Use By-law (LUB)
<b>Size of Site</b>	1,329.72 square metres (14,313 square feet)
<b>Street Frontage</b>	61.26 metres (201 feet) on Glendale Road; 18.75 metres (61.5 feet) on Cobequid Road
<b>Current Land Use(s)</b>	Commercial and residential mixed use building
<b>Surrounding Use(s)</b>	Glendale Drive to the north with a gas station and associated retail Strip mall retail at the eastern and southern corners of the intersection of Cobequid and Glendale Abutting the subject lands to the southwest boundary is Malik Court, a residential cul-de-sac.

### **Proposal Details**

The applicant proposes to develop a mixed-use building at 216 Cobequid Road. The major aspects of the proposal are as follows:

- 4 storey building, containing 36 residential dwelling units;
- 300.5 square metres (3,235 square feet) ground level commercial;
- 32 residential parking spaces and 5 commercial parking spaces below grade;
- 4 residential visitor parking spaces and 5 commercial parking spaces at ground level;
- 18 Class A bicycle parking spaces at ground level;
- 48.31 square metres (520 square feet) common amenity space and 24.62 square metres (265 square feet) gym at ground level;
- Use of vertical and horizontal design elements and surface articulation to provide human scale building;
- Design of ground level contains a high percentage of clear windows;
- Reduced width access point off Cobequid Road; and
- 8 feet high 'green wall screen' between proposed building driveway and residential dwellings at Malik Court.

### **Enabling Policy and LUB Context**

Policy CC-6 of the Sackville Municipal Planning Strategy (MPS) allows Council to consider development of new multiple unit dwellings by development agreement. The enabling policy is also subject to implementation policy IM-13 which provides general considerations for development agreements.

The subject lands are currently zoned C-2 (Community Commercial) under the Sackville LUB. The provisions of the C-2 zone allow a wide range of commercial, residential (new dwellings not permitted) and community uses. Site development and building form within the zone are determined by provisions that

insure compatibility and minimize negative impacts in as-of-right development. Because the C-2 zone does not permit new residential uses, the applicant may pursue the proposed multiple unit building, as enabled by policy, through a development agreement.

### **Fence Building Permit**

Under By-law B-201, commonly known as the Building By-law, requests for fences exceeding 6.5 feet (2 metres) in height are required to obtain a building permit. If the fence for which the permit is required separates a property containing a residential use from another property, the permit application must be approved by the local Community Council. The applicant has made a fence permit application for the green wall/fence, and the information required for the permit application such as a site plan and renderings is included in the proposed development agreement (Attachment A). The proposed development agreement for this site allows for a green wall screen up to eight feet in height, and meets the requirements of the By-law B-201. As such, the explicit approval of Community Council, as per the recommendations of this report, is required to permit the fence.

## **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 and a public information meeting held on May 16, 2018. Attachment C contains a summary of the notes from the meeting. The public comments received include the following topics:

- Traffic, sight lines, and safety of turning off Malik Court;
- Parking and street parking on Malik Court;
- density and height of the building;
- fence height;
- loss of light and privacy;
- underground water;
- property values; and
- garbage location/collection and rodent infestation.

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 proposal will potentially impact local residents and property owners.

## **DISCUSSION**

Staff has reviewed the proposal relative to all relevant 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.

### **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:

- Exterior design, materials and height;
- Permitted number of residential units;
- Permitted location and area of commercial use;
- Location and area of indoor private amenity;

- Required number of parking stalls;
- Signage;
- Requirement for green wall screen up to 8' in height;
- Requirement for Lot Grading and Erosion and Sedimentation Control Plans;
- Non-substantive amendments include: changes to the requirements for exterior materials, signage and functional elements, and extension to the commencement and completion time.

The attached development agreement will permit a mixed use 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.

#### *Height, Massing and Scale*

It is important to consider that buildings are three dimensional forms having height as just one of their characteristics. Height, along with massing and scale all form an essential consideration for a building and its relationship with its context. Building design, including height, is considered in relation to the wider urban context, the more immediate urban context, and finally to the site itself.

As a building on a corner site where the height often transitions up to a high point at the corner, this proposal is a consistent scale of 4 storeys or 12.95 metres (42'6") in height across the site. This is higher than the adjoining residential dwellings on Malik Court but not substantially taller so that it will cause a significant change to the skyline. The vertical elements of the building are intuitively organized following the rhythm of the vertical windows and bays of neighbouring buildings and refer to the grain of the local context. These vertical elements activate the general volume and break the mass of the structure. The residential levels have a good balance of solid to void that provides privacy and reflects the characteristic of individual vertical oriented windows in the nearby domestic architecture. To provide a connection to the pedestrian, the presence of scalable elements such as windows, balconies and floor levels are clearly perceivable from the exterior of the structure. Staff advise that the proposed building is not excessively tall or bulky and could serve to benefit to the character and appearance of the wider townscape. A rendering of the proposed building is provided in Attachment D.

#### *Site Access and Parking*

The proposed agreement will require the developer to provide a narrow driveway access width, resulting in lower and more consistent turning speeds than the wide and open current driveway access promotes. This will significantly reduce the speed and number of low angle vehicle entry/exits that reduces vehicle movements that increase safety risks. Parking is located off the site driveway both on ground level and below grade. This parking is accessed by a ramp that continues from the driveway. This results in the elimination of visual impact from parking on site. Staff has accepted the revised traffic impact statement prepared in support of this application. Comments were received at the project's public information meeting that the sight distance, when exiting from Malik Court onto Cobequid Road, would be inadequate because the reduced setback of the proposed building would block driver's views. Staff reviewed the setback distance of the proposed façade from the street edge of Cobequid Road and found that vehicles waiting to exit from Malik Court would be ahead of the proposed building and have adequate sight distance.

#### *Privacy*

The objective is to minimize the impact of development on the visual privacy of nearby residents as absolute protection of privacy is not realistically achievable. Separation distances, screening (plantings or fences) and types of or amount of building windows are accepted design responses to creating privacy in residential development. The proposed development agreement requires the building be set back 3.9 metres from the property boundary shared with the nearby residential dwellings on Malik Court. This setback (measured from the cantilevered façade of the building to the property boundary) is 0.70 metres less than would be required as-of-right under the LUB and slightly greater than the setback of the existing building. Because this is not a separation of incompatible uses but two differing types of residential uses, staff advise that the proposed separation distance under the agreement is effective. This is especially true when the setback terminates in a vertical fence at the property boundary.

The proposed agreement contains provisions for a green wall screen, up to eight feet in height, that will be developed at the common property boundary on the edge of the proposed building's driveway. This will benefit nearby residents on Mailk Court by screening their view of traffic ingressing/egressing the proposed building and ground floor commercial activity from their first floor living space, back yards and decks. The last means of enhancing privacy between buildings is by limiting the area of window openings that overlook the adjacent properties. In this case the development agreement provides for limited vertically oriented individual windows (as opposed to a glazed curtain wall) and no step-out balconies.

#### Shadowing and Solar Access

Sideyard setbacks and building separation distances are useful in allowing adequate daylight, direct sun and ventilation to neighbouring dwellings and associated amenity space. The proposed building allows solar penetration to the adjoining properties for the whole of the year except for the morning of December 21 when the shadow touches the walls of the dwellings and covers the associated amenity space at 9/11 and 21/23 Malik Court but is well cleared by noon. There is also shadowing of amenity space at 5/7 and 9/11 Malik Court March/September 21 and June 21 in the morning, but this is beyond the adjoining property boundaries by noon. The proposed building does not significantly impact the amenity of adjoining properties and allows adequate solar access to habitable rooms.

#### Green Wall Screen

This feature, discussed above, falls under the classification of a fence in accordance with Bylaw B-201. The proposed height of eight feet requires an approval by Community Council. The development agreement requires the green wall screen meet the design provided for in the agreement and be completed before occupancy of the building. The green wall screen is recommended by staff due to the potential privacy achieved.

#### **North West Planning Advisory Committee**

On July 4, 2018, North West Planning Advisory Committee (PAC) recommended that the application be refused as presented due insufficient set-backs from Malik Court and inadequate resident and visitor parking. A report from the PAC to Community Council will be provided under separate cover. The following matters have been identified for detailed discussion.

#### Horizontal Separation Distance

Appropriate horizontal separation distances between new development and existing uses serve to mitigate visual impacts from the viewer. The proposed building will be constructed with a 3.9m setback, 0.7m less than the LUB required setback, from the southern property boundary measured to the wall of the cantilevered Level 2. The Level 1 setback from the same property boundary will be greater than the setback of the existing building to accommodate the 6.1 metre wide driveway/ramp and green wall screen located at the property edge. Boundary setbacks help ensure adequate daylight, direct sun and ventilation; moderate the visual impact of building bulk on a neighbouring property and assist with privacy between adjoining properties. Setbacks need to be complemented by good design and screening measures.

#### Parking

Low car ownership among apartment dwellers is common to both central and suburban neighbourhoods. Staff are cautious about utilizing standards based on past patterns that provide overparking or drive up market-rate housing costs. The HRM Active Transportation plan strives towards significantly increased walking, cycling and transit use over single occupancy vehicles and the expectation is parking needs will decline with time. Currently, there are a number of retail and commercial uses within walking distance and several Halifax Transit routes along Glendale Drive and Cobequid Road to serve the proposed building.

Apartment buildings built with limited parking will attract tenants who use alternate transportation and do not own a car. This is especially true if there is available transit, carsharing and secure bike storage. The proposed building will provide 32 residential and 5 commercial parking spaces below grade (recall there are 36 residential units proposed). There will be 4 visitor parking spaces and 4 commercial spaces at grade on Level 1; the commercial parking spaces will become visitor parking spaces after 5:00 p.m. and on weekends.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that it is reasonably consistent with the intent of the MPS. The proposed building is visually reduced in bulk by vertical windows and vertical details in the surface articulation. The ability of the pedestrian viewer to perceive the lines of the floors, human scale windows and balconies contributes to a scale that is in keeping with the surrounding scale of existing buildings. The proposed sideyard setback between the building wall facing Malik Court and the property boundary allow adequate sunlight penetration and the design effectively addresses privacy concerns. The proposed amount of parking is also deemed appropriate for the use and location of this proposal. Therefore, staff recommend that the North West Community Council approve the proposed development agreement and fence exceeding 6.5 feet in height.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement may be carried out within the approved 2018-2019 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 another public hearing. A decision of Council to approve this development agreement is appealable to the Nova Scotia Utility and 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 Nova Scotia Utility and Review Board as per Section 262 of the *HRM Charter*.
3. North West Community Council may refuse the fence request. A decision to refuse the request will result in refusal of any building permit for the proposed green wall screen at a height taller than 6.5 feet.

### **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: Summary of Public Information Meeting  
Attachment D: Project Renderings

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Darrell Joudrey, Planner II, 902.490.4181

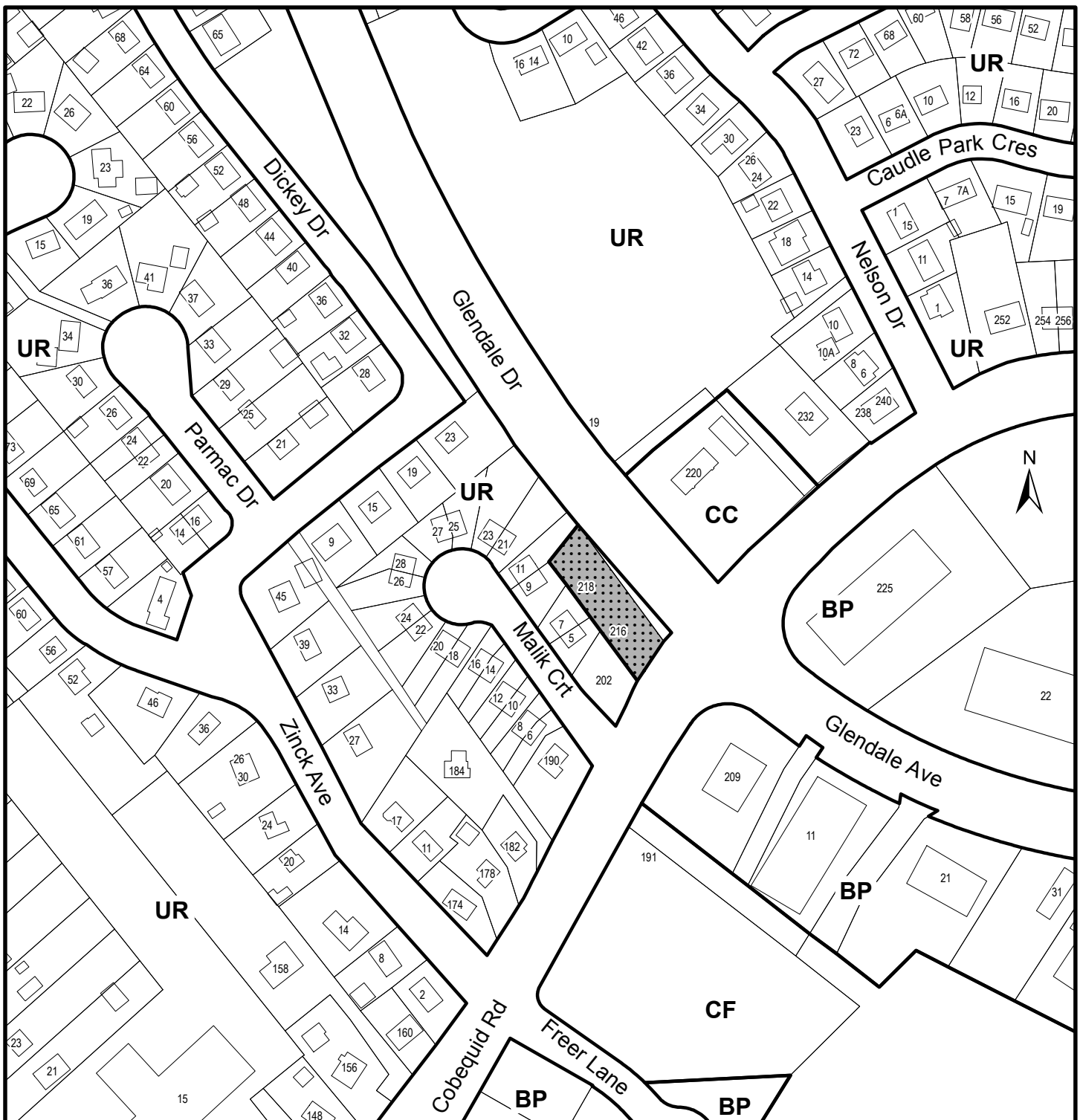
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Report Approved by: 

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Carl Purvis, Acting Manager Current Planning, 902.490.4797

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## Map 1 - Generalized Future Land Use

216 Cobequid Road  
Lower Sackville

 Subject Property

### Designation

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

Sackville  
Plan Area

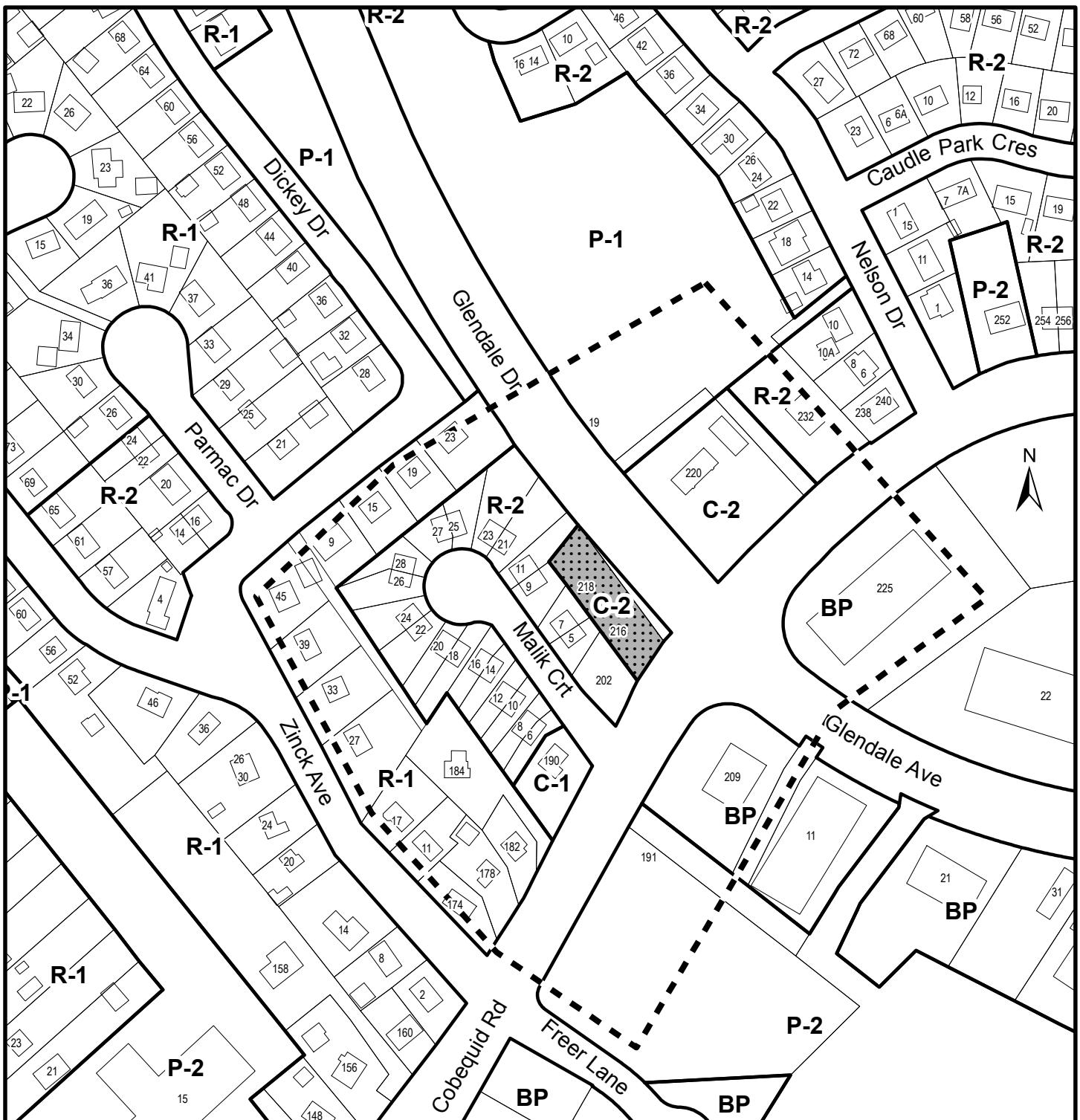
**HALIFAX**

0 40 80 m

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

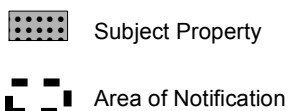
The accuracy of any representation on this plan is not guaranteed.





## Map 2 - Zoning and Notification

216 Cobequid Road  
Lower Sackville



Sackville  
Land Use By-Law Area

### Zone

R-1	Single Unit Dwelling
R-2	Two Unit Dwelling
P-1	Open Space
P-2	Community Facility
C-2	Community Commercial
BP	Business Park

0 40 80 m

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:

**[Name of Developer]**

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 216 Cobequid 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 for a 4 storey mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR-8 and IM-13 of the Sackville Municipal Planning Strategy and Part 5 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 21406;

**THEREFORE**, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

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## **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 Sackville Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Sackville Land Use Bylaw as amended shall not be permitted.

### **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**

- 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 applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

### **2.2 Definitions Specific to this Agreement**

- 2.2.1 The following words used in this Agreement shall be defined as follows:
- (a) Green Wall Screen: For the purpose of this agreement means a screening device or fence with vegetation growing to it or on it which would prevent "open "effect and would block normal line of sight.
  - (b) Front Lot Line: For the purposes of this agreement shall mean that side of a lot abutting on Cobequid Road.

## **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 21406:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Level P1
Schedule D	Level 1
Schedule E	Levels 2 to 4
Schedule F	East Elevation
Schedule G	West Elevation
Schedule H	North Elevation
Schedule I	South Elevation
Schedule J	Building Section-East West
Schedule K	Building Section-North South
Schedule L	Green Wall Screen Elevation

### **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 detailed Site Disturbance Plan in accordance with Section 5.2 of this Agreement;
- (b) A detailed Erosion and Sedimentation Control Plan in accordance with Section 5.2 of this Agreement; and
- (c) A detailed Site Grading and Stormwater Management Plan in accordance with Section 5.2 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) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
- (b) Written confirmation that the green wall screen has been constructed in compliance with Schedule L.

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) Four (4) storey mixed use building;
- (b) Main floor of the mixed use building uses shall be limited to commercial, common room, gym, mechanical/electrical room, bike room and garbage room and a residential entrance lobby. A maximum of 300.5 square metres (3235 square feet) of commercial space shall be provided on the main floor of the multiple unit residential building. The uses of the remaining floors shall include residential use on levels 2 to 4;
- (c) A minimum of 48.31 square metres (520 square feet) common room space and 24.62 square metres (265 square feet) gym space shall be provided on the Level 1 of the mixed use building;
- (d) A maximum of 36 residential dwelling units shall be permitted within the multiple unit residential building (floors 2 through 4);
- (e) A minimum of 37 parking spaces shall be provided in the below grade parking level of the multiple unit residential building and 8 spaces shall be provided in the surface parking; and
- (f) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Sackville Land Use By-law, as amended from time to time.

3.3.2 The Development Officer may permit unenclosed structures attached to a main building 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 Building Siting**

3.4.1 The building's siting, bulk and scale shall comply with the following:

- (a) lot coverage shall not exceed 90%;
- (b) the building shall be a minimum of 1.4m from the front lot line;

- (c) all portions of the building below grade align on the south property line and all portions of the building above grade at the cantilevered edge are a minimum of 3.9m measured at 90° to the building from the south property line;
- (d) the maximum height of the building roof shall not exceed 40 feet 6 inches;
- (e) the Development Officer may permit a 5 % increase to the provision identified in sub-section 3.4.1(d) provided the intent and all other specific provisions of this Agreement have been adhered to; and
- (f) where zero lot line setbacks are permitted, they are subject to a detailed review by the Development Officer to ensure compliance with all relevant building codes and by-laws. Any excavation, construction or landscaping will be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.

### **3.5 Architectural Requirements**

- 3.5.1 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 Cobequid Road. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.5.2 The façades facing Cobequid Road, Malik Court and Glendale Drive shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.5.3 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be articulated by architectural elements including arrangement, quantity, shape and scale of openings; linear and planar elements; enclosures; additive and subtractive forms and their proportions, rhythm and arrangement as identified on the Schedules.
- 3.5.4 Any exposed foundation in excess of 100mm in height and 0.93 square metres in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.5 Exterior building materials shall not include vinyl siding.
- 3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.7 The Building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Cobequid Road, Glendale Drive or abutting residential properties at Malik Court. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.8 The main floor front façade of the building with ground floor commercial uses must be between 50 – 75 % windows, doors or other treatment sufficiently transparent to provide view of the interior of the building. Windows shall be vertically proportioned, where possible. Windows shall be framed with prefinished metal.
- 3.5.9 Fixed or retractable awnings are permitted at the main floor level provided the awnings are designed as an integral part of the building façade.

- 3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.5.11 Multiple storefronts shall be visually unified through the use of complementary architectural elements, 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.

### **3.6 Parking, Circulation and Access**

- 3.6.1 The parking areas shall be sited as shown on Schedule C and D.
- 3.6.2 The below grade parking area shall provide a minimum of 32 residential parking spaces and 5 commercial parking spaces.
- 3.6.3 The surface parking area shall provide 4 residential visitor parking spaces and 4 commercial parking spaces.
- 3.6.4 The visitor parking area and the driveway access to the visitor parking, as shown on Schedule D, shall be finished with the same paving system as the driveway or similar hard surfaced system.

### **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.

### **3.8 Landscaping and Green Wall Screen**

- 3.8.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.2 The Green Wall Screen as shown on Schedule L shall be permitted up to eight (8) feet in height, and shall meet all requirements of HRM Bylaw Respecting the Building Code.
- 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 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 3.8.3, 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 The sign requirements shall be accordance with the Sackville Land Use By-law as amended from time to time except where varied in this Agreement.

3.10.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

3.10.3 Signs shall only be externally illuminated.

### **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 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Cobequid Road and Glendale Drive and residential properties along the Malik Court property line. 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.

3.12.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Cobequid Road, Glendale Drive or residential properties along the Malik Court property line or incorporated in to the architectural treatments and roof structure.

3.12.3 Any mechanical equipment shall be screened from view from Cobequid Road, Glendale Drive and Malik Court with a combination of fencing and landscaping elements.

## **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 Solid Waste Facilities**

- 4.3.1 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.
- 4.3.2 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.
- 4.3.3 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 Private Storm Water Facilities**

- 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.

#### **5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

- 5.2.1 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.

### **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 the green wall as detailed in Section 3.8 or which, in the opinion of the Development Officer, do not conform with Schedule L;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (c) 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 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 Sackville Municipal Planning Strategy and Sackville Land Use By-law as may be amended from time to time.

### **7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development, or phases of this development, after five (5) years from the date of registration of this Agreement at the 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 Sackville Municipal Planning Strategy and Sackville Land Use By-law, 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 Sackville 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:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

**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**

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.

---

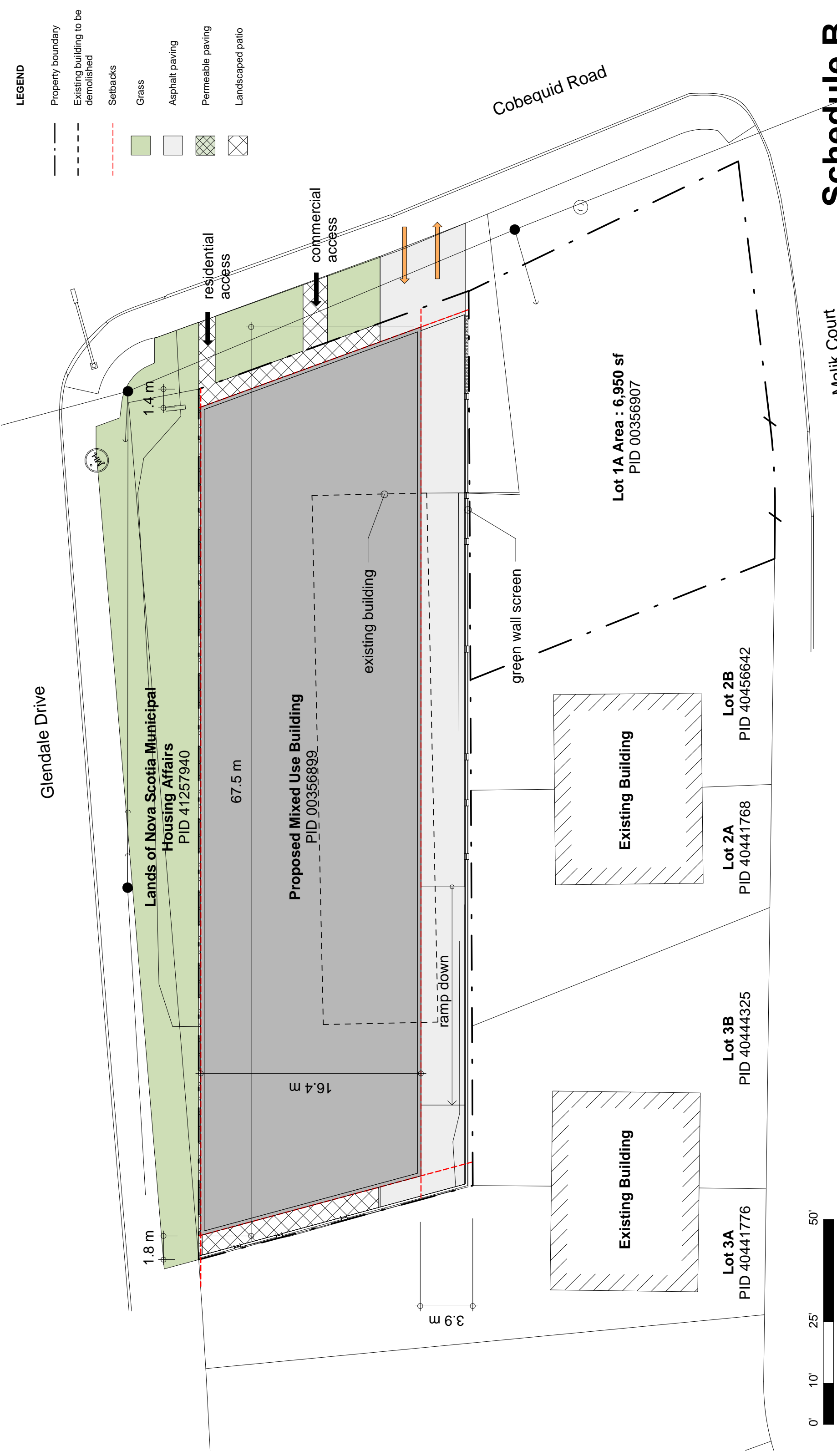
A Commissioner of the Supreme Court  
of Nova Scotia

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



LEGEND

- Property boundary

Existing building to be demolished

Setbacks

Grass

Asphalt paving

Permeable paving

Landscaped patio
- residential access
- commercial access
- existing building
- green wall screen
- ramp down
- Existing Building

1.8 m

1.4 m

67.5 m

16.4 m

3.9 m

Lot 1A Area : 6,950 sf  
PID 00356907

Lot 2A  
PID 40441768

Lot 2B  
PID 40456642

Lot 3A  
PID 40441776

Lot 3B  
PID 40444325

Lot 1A Area : 6,950 sf  
PID 00356907

Lot 2A  
PID 40441768

Lot 2B  
PID 40456642

Lot 3A  
PID 40441776

Lot 3B  
PID 40444325



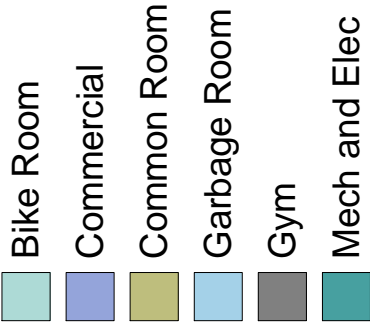
Malik Court

# Schedule B

REVISIONS





1660 Hollis Street, Suite 1101  
Halifax, Nova Scotia B3J 1V7  
t.902.404.8388 f.902.404.8368

DRAWN	JC, JE
DATE	2018.10.01
SCALE	1/16" = 1'-0"

DWG	Level 1
PROJ ID	2017-016 216 Cobequid Road
PROJ NAME	Cobequid





DO NOT SCALE DRAWINGS. ALL DIMENSIONS TO BE VERIFIED ON SITE. IN THE ABSENCE OF DIMENSIONS, OR IF DISCREPANCIES EXIST, CONSULT ARCHITECT. ALL MINIMAL DIMENSIONS SHALL COMPLY WITH THE NATIONAL BUILDING CODE. THE USE OF THIS DRAWING SHALL BE GOVERNED BY STANDARD COPYRIGHT LAW/AS GENERALLY ACCEPTED IN ARCHITECTURAL PRACTICE.

DWG	East Elevation
PROJ ID	2017-016 216 Cobequid Road
PROJ NAME	Cobequid

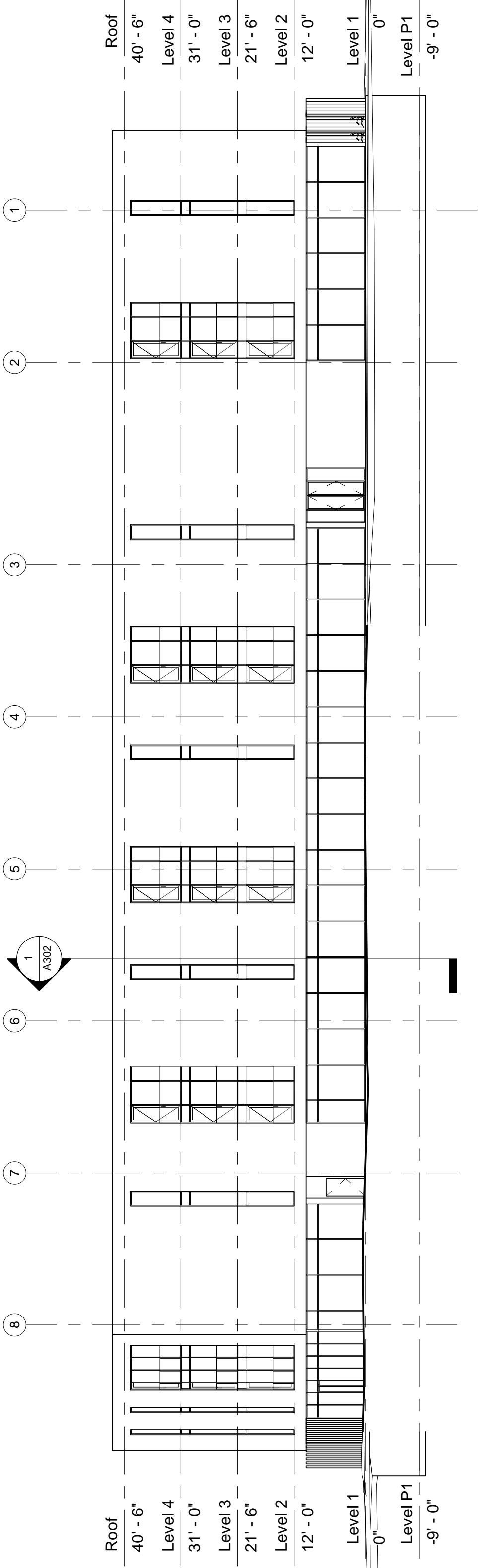
CLIENT	FH Development Group
ADDRESS	216 Cobequid Road
DESIGNED BY	TEAL

DRAWN	JC, JE
DATE	2018.10.01
SCALE	1/16" = 1'-0"

REVISIONS


East Elevation

# Schedule F







DO NOT SCALE DRAWINGS. ALL DIMENSIONS TO BE VERIFIED ON SITE. IN THE ABSENCE OF DIMENSIONS, OR IF DISCREPANCIES EXIST, CONSULT ARCHITECT. ALL MINIMAL DIMENSIONS SHALL COMPLY WITH THE NATIONAL BUILDING CODE. THE USE OF THIS DRAWING SHALL BE GOVERNED BY STANDARD COPYRIGHT LAW AS GENERALLY ACCEPTED IN ARCHITECTURAL PRACTICE.

# Schedule H

DWG	North Elevation	CLIENT	FH Development Group	DRAWN	JC, JE
PROJ ID	2017-016	ADDRESS	216 Cobequid Road	DATE	2018.10.01
PROJ NAME	Cobequid	DESIGNED BY	TEAL	SCALE	1/16" = 1'-0"
				REVISIONS	

## North Elevation

DO NOT SCALE DRAWINGS. ALL DIMENSIONS TO BE VERIFIED ON SITE. IN THE ABSENCE OF DIMENSIONS, OR IF DISCREPANCIES EXIST, CONSULT ARCHITECT. ALL MINIMAL DIMENSIONS SHALL COMPLY WITH THE NATIONAL BUILDING CODE. THE USE OF THIS DRAWING SHALL BE GOVERNED BY STANDARD COPYRIGHT LAW/AS GENERALLY ACCEPTED IN ARCHITECTURAL PRACTICE.

DWG  
PROJ ID 2017-016 216 Cobequid Road  
PROJ NAME

South Elevation  
Cobequid

CLIENT  
ADDRESS  
DESIGNED BY

FH Development Group  
216 Cobequid Road  
TEAL

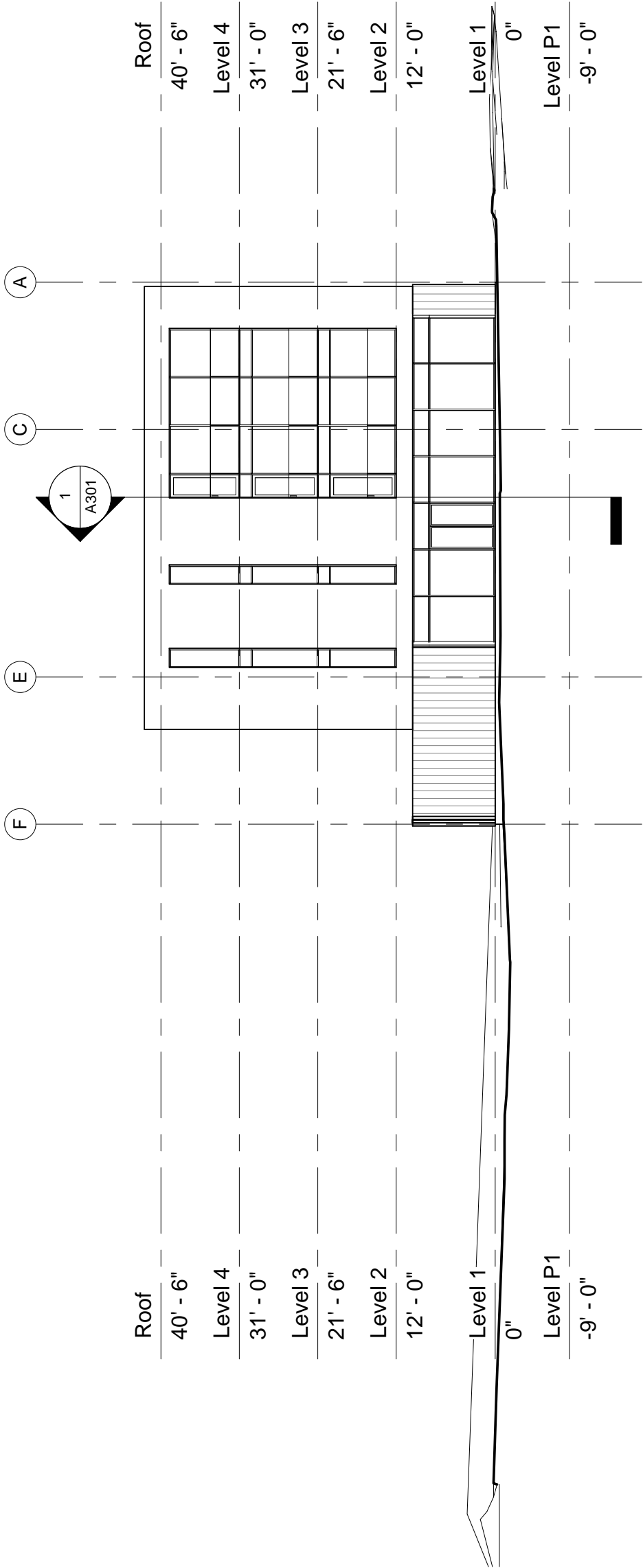
DRAWN  
DATE  
SCALE

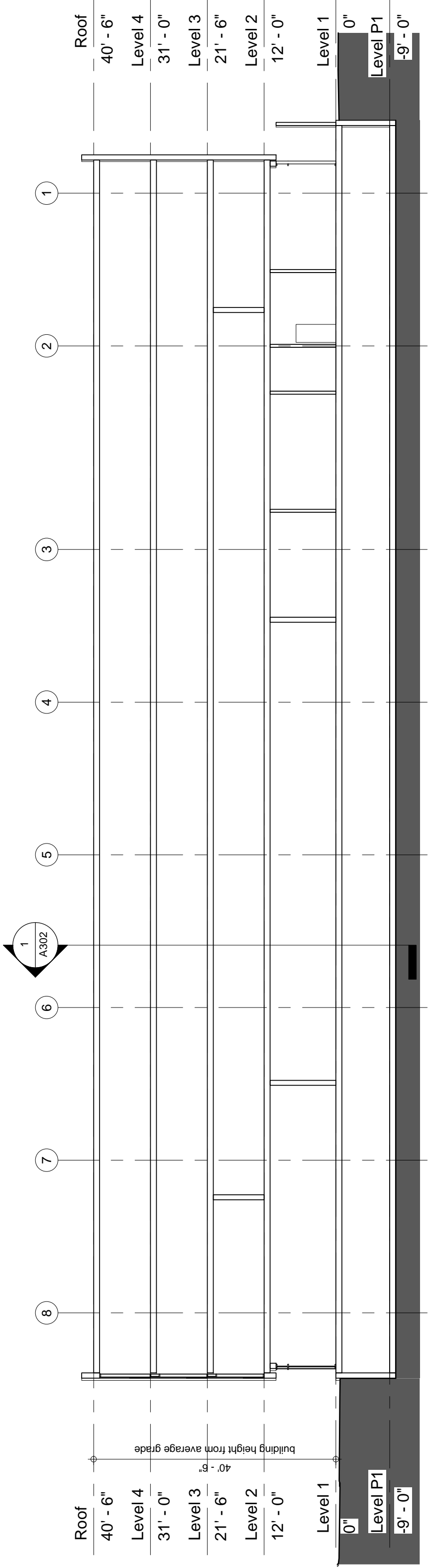
JC, JE  
2018.10.01  
1/16" = 1'-0"

REVISIONS


South Elevation

# Schedule I





# Schedule J

</

Building Section - East West



DO NOT SCALE DRAWINGS. ALL DIMENSIONS TO BE VERIFIED ON SITE. IN THE ABSENCE OF DIMENSIONS, OR IF DISCREPANCIES EXIST, CONSULT ARCHITECT. ALL MINIMAL DIMENSIONS SHALL COMPLY WITH THE NATIONAL BUILDING CODE. THE USE OF THIS DRAWING SHALL BE GOVERNED BY STANDARD COPYRIGHT LAW/AS GENERALLY ACCEPTED IN ARCHITECTURAL PRACTICE.

DWG	West Elevation
PROJ ID 2017-016	216 Cobequid Road
PROJ NAME	Cobequid

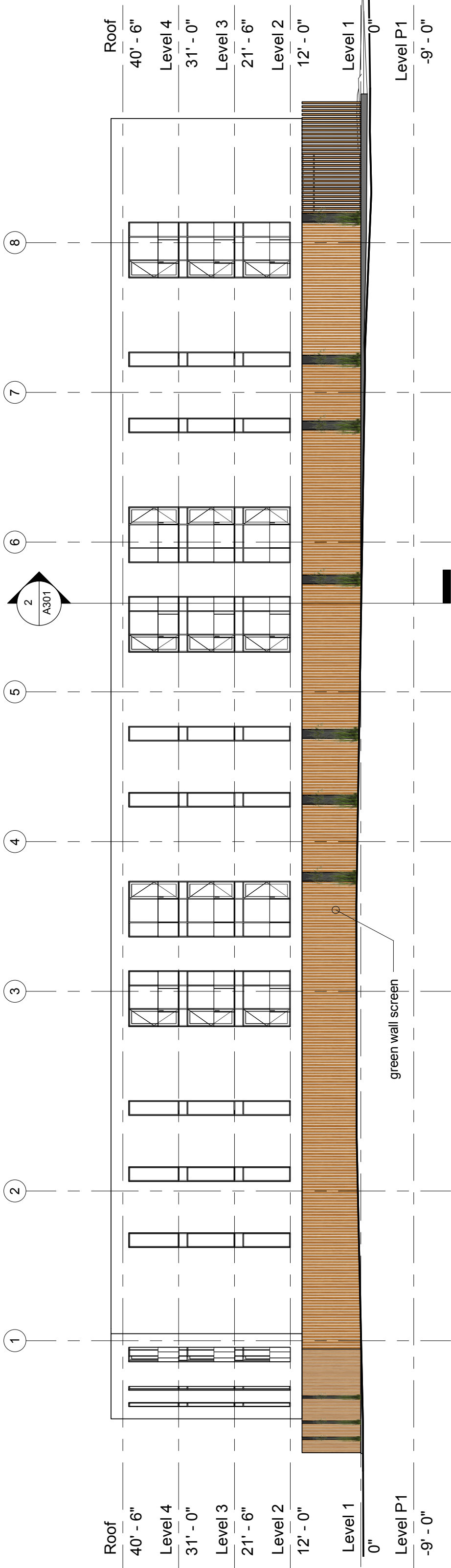
CLIENT	FH Development Group
ADDRESS	216 Cobequid Road
DESIGNED BY	TEAL

DRAWN	JC
DATE	2018.10.01
SCALE	1/16" = 1'-0"

REVISIONS


Green Wall  
Screen Elevation

# Schedule L





## Attachment B – Review of Relevant Sackville MPS Policies

### Community Commercial Designation

#### **Policy CC-6**

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:

Policy	Staff Comment
<p><i>(a) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>The proposal does not seek to alter the existing residential character of the established neighbourhood, but to contribute an alternative form and tenure type within the neighbourhood while providing small scale commercial use. Development of small sites such as this play an important role in housing delivery and often provide sensitive renewal and intensification of existing residential and commercial areas. Identified as an Urban Local Growth Centre in the Regional MPS which supports many of the design characteristics of this proposal.</p> <p>Proposed height of 42.5' is 7'6" higher than the maximum building height permitted by as-of-right development on the site and on surrounding residential properties (and the existing C-2 zone, where the requirement is max 35 feet). Surrounding properties zoned BP (Business Park) have a maximum height of 40 feet for commercial use along Glendale Avenue.</p> <p>The proposed building footprint results in a lot coverage of 77% that does not reflect the existing character of the neighborhood. Because this is an infill development the expectation is that site development will be efficient and make the best use of site and services by referencing new typologies, adaptation of the site to meet present requirements such as no surface parking, and locating the proposed building at the edge of the public realm. Also, as a corner lot is typically a node of activity and deserves special treatment, a taller building adds a pedestrian oriented façade that starts to create legibility at the intersection.</p> <p>The proposed building is contemporary in nature, using current techniques and materials to fit itself in the established setting without affecting the structural or aesthetic qualities of the existing fabric. This is achieved by attention to appropriate</p>

	<p>massing, scale and rhythm in the appearance of the building.</p> <p>The vertical surface articulations of the cladding and the windows all around the building gives a sense of verticality that breaks the bulk of the structure. The subtraction of a horizontal rectangular volume on the south elevation allows a smaller less massive connection to the ground level. The surface articulations and the presence of scale element, i.e. doors, windows, floor levels, provides a sense of scale that establishes a connection between the viewer and the pedestrian and nearby public.</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>The proposed driveway is screened from adjoining residential properties by a full length green wall screen, provided for in the proposed agreement for up to 8' in height, which partially addresses privacy concerns on adjacent residential properties at the first floor and back yard levels.</p> <p>Driveway access is to be reduced to one point as opposed to full access across the front of the lot; this will reduce low-angle ingress/egress. This access and driveway will lead to the ground level parking (4 visitor and 5 commercial spaces; 18 Class A bicycle parking) located within the footprint of the building and to the ramp leading to the below grade parking (32 residential and 5 commercial spaces).</p> <p>There will be 73 square metres of interior common amenity space provided at ground level for resident's use in the proposed building.</p>
<p><i>(c) that municipal central services are available and capable of supporting the development;</i></p>	<p>Halifax Water supports the as-of-right density permitted under the current zoning. Any increase in density beyond the current as-of-right density is not supported due capacity constraints in the Sackville Trunk Sewer. The developer will prepare a sewage capacity study at the time of permitting if this application is approved.</p>
<p><i>(d) that appropriate controls are established to address environmental concerns, including stormwater controls;</i></p>	<p>The proposed development agreement requires preparation of a lot grading plan and a storm water management (including erosion and sedimentation control applicable during and after construction).</p>

<i>(e) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;</i>	<p>Traffic Management have reviewed the TIS, and the additional information required, as submitted in support of this application and accepted the recommendations. The recommendations included reducing the open access along the front of the property on Cobequid Road to a standard width access, provide a sidewalk along Glendale Drive at the north boundary of the site to connect to the transit stop and that all signs and pavement markings associated with the current access be reviewed and any necessary changes implemented.</p> <p>Following up on comments received during the PIM that the reduced setback of the proposed building from Cobequid Road would cause inadequate sight lines when exiting from Malik Court onto Cobequid Road staff determined that exiting vehicles from Malik Court would be ahead of the proposed building.</p>
<i>(f) general maintenance of the development; and</i>	The proposed DA includes a maintenance clause that outlines the responsibilities of the developer.
<i>(g) the provisions of Policy IM-13.</i>	Please see below.

### Implementation Policies

<b>Policy IP-13</b>	
In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:	
<b>Policy</b>	<b>Staff Comment</b>
<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 proposal for 216 Cobequid Road is in conformity with the intent of the MPS which recognizes the potential for new multiple unit buildings in the Community Commercial designation. The controls of the proposed development agreement pertaining to site design achieves the goals of this policy: to support new multi-unit buildings while mitigating conflicts with adjacent uses. All by-laws and regulations of the municipality are either met as proposed or, will be met prior to issuance of a permit.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	There are no anticipated costs to the municipality relative to this proposal.
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	
<i>(ii) the adequacy of sewer and water services;</i>	Halifax Water supports the as-of-right density under the current zoning but no increase beyond

	<p>this because of capacity constraints in the trunk sewer. The applicant must provide evidence that capacity exists in the local wastewater system at the building permit stage: any upgrades required to wastewater or combines systems could result in financial implications for their proposal.</p>
<p><i>(iii) the adequacy or proximity of school, recreation and other community facilities;</i></p>	<p>The proposal is in proximity to the Sackville Sports Stadium recreational facility, and First Lake parkland. It is also in proximity to Hillside Park and Caudle Park Elementary Schools, A.J. Smeltzer Junior High School and Sackville High School.</p>
<p><i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i></p>	<p>Traffic Management has reviewed the submitted TIS and accepted the recommendations (see CC-6 (e) above).</p>
<p><i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i></p>	<p>N/A</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> <i>(i) type of use;</i></p>	<p>The proposed residential and commercial use is consistent with existing uses on abutting and adjacent lots in the surrounding locality.</p>
<p><i>(ii) height, bulk and lot coverage of any proposed building;</i></p>	<p>See Policy CC-6 (a) above.</p> <p>The property is surrounded by low density single family and two unit residences, and is across from commercial and business park uses: both of which have lot coverages at considerably less percentages. The RMPS encourages infill of existing large parking lots with traditional blocks with streetwalls and stepbacks. A high lot coverage would seem in keeping with that aspect as shown in this proposal.</p> <p>The proposed bulk of the building is large in relation to the adjacent lands, especially for the size of the lot. However, the edge of the proposed building is no closer to the abutting residential use than the existing building: the same horizontal separation distance exists. The proposed apartment is larger in scale than nearby residential dwellings but the horizontal separation distance and appropriate design (mass, materials, colouration) by the applicant will mitigate this contextual relationship. The proposal is overall higher than the existing building but is a typical streetwall height, that varies from 11m to 18.5m, used in more urban areas to transition from nearby low rise buildings to greater heights.</p>

<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	Traffic Management has accepted the submitted TIS seeCC-6(e) above). The specification for the access and egress will be reviewed in detail in accordance with the Municipal Design Specifications at the time of the permit application. Bicycle parking is recommended in accordance with the LUB requirements and 18 Class A are proposed. The number of parking spaces may be reduced through the DA because of the nearby transit and the shift to bicycling in keeping with the IMP.
<i>(iv) open storage;</i>	Open storage will not be permitted on the site and will be addressed by the DA.
<i>(v) signs; and</i>	Signage is addressed in the proposed DA.
<i>(vi) any other relevant matter of planning concern.</i>	<p>The applicant has noted that the proposed development will cast minimal shadow on adjacent residences along Malik Court for a portion of the morning hours. There are no public parks or open spaces in the vicinity that would be affected by shade cast by the building.</p> <p>The proposed 4 storey structure will present minimal wind-induced effect on nearby residential uses because high wind speeds are found at higher heights. The developer should be mindful of pedestrian comfort near the building entrance and near any private amenity areas.</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>	The proposed site is essentially flat. The pre and post stormwater flows will be required to balance and, stormwater will not be permitted to flow onto neighbouring properties.
<i>(e) any other relevant matter of planning concern; and</i>	No other planning concerns have been identified at this time.
<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>	N/A

## **Attachment C: Summary of Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case 21406**

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

**Wednesday, May 16, 2018**  
**7:00 p.m.**

**Knights of Columbus - 252 Cobequid Rd, Lower Sackville, NS**

### **STAFF IN**

**ATTENDANCE:** Darrell Joudrey, Planner, HRM Planning  
Holly Kent, Planning Technician, HRM Planning  
Tara Couvrette, Planning Controller, HRM Planning  
Councillor, Steve Craig, District 15

### **ALSO IN**

**ATTENDANCE:** Dave Espeseth – Applicant, Teal Architects & Planners  
Tom Emodi – Applicant, Teal Architects & Planners

### **PUBLIC IN**

**ATTENDANCE:** Approximately: 12

---

The meeting commenced at approximately 7:03 p.m.

### **Call to order, purpose of meeting – Darrell Joudrey**

Mr. Joudrey introduced himself as the Planner and Facilitator for the application. They also introduced; Councillor Steve Craig, Tara Couvrette – Planning Controller, Holly Kent - Planning Technician, and the Applicant – Dave Espeseth.

Case 21406 - Application by Teal Architects & Planners requesting to enter into a development agreement for a mixed use building located at 216 Cobequid Road, Lower Sackville.

Mr. Joudrey 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.

### **1a) Presentation of Proposal – Mr. Joudrey**

Mr. Joudrey 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 applicant's request. Mr. Joudrey outlined the context of the subject lands and the relevant planning policies.

### **1b) Presentation by Dave Espeseth, Applicant**

Mr. Espeseth explained the reason for the application showing the site plan as well as renderings of the proposed development. Mr. Espeseth explained the landscaping, buffering, and benefits of this request.

## 2. Questions and Comments

**Concerns brought up during the meeting;** traffic, safety turning off Malik Court, sight lines when exiting Malik Court, parking on Malik Court, height of the building, fence height, privacy, loss of light, parking, underground water, property values, rodent infestation, when the people in the current building would have to leave, garbage location/collection.

**Chris MacPhee – Malik Crt**, wanted to know about the site lines for exiting Malik Crt. It is dangerous now; this development will block the site lines more than the current building already does causing more of a safety issue. It is very dangerous now to turn right. **Dave Espeseth** explained that a Traffic Impact Study (TIS) was required by HRM and it was determined that this development would not have a measurable impact and would be low risk. **Mr. MacPhee** feels the impact will be big, this will cause huge safety concerns because of how much further out the new building is. Mr. MacPhee would like to have a counter out to see how many vehicles really go through there. **Mr. Tom Emodi, Teal** - explained how and who provided the TIS. **Mr. Joudrey** explained that HRM's engineers have reviewed the TIS and deemed it as acceptable. Mr. Joudrey offered to take Mr. MacPhee's concerns to the traffic engineers to review and Mr. Emodi offered to do the same.

**Tammy Armstrong – Lives in the building that is currently on the property**, wanted to know what would happen to the people in the building during this process. If this does go through what is the timeframe for people to leave. **Dave Espeseth** explained it would depend on how long it took for this to go through and then to start construction of the new building.

**Donnie Sangster – Malik Crt**, would like to know if the zoning would need to change to accommodate this project. **Mr. Joudrey** explained that the zoning would remain the same and the development agreement would take precedence and supersede the zoning. Once this is all finished this development agreement would be discharged the C-2 zone is applied and the structure will be known as a non-conforming use. **Mr. Sangster** wanted to know if the structure could change from what is being proposed. **Mr. Joudrey** explained that no, the development agreement governs what can be put on the lands. **Mr. Sangster** wanted to know what the distance would be between the fences as it seems that the new building is coming right up to the property lines. The building is bigger and is going to take their privacy away and the pleasure of their backyards and they will have less sunlight. Garbage pickup, where will the bins be located? There are concerns around rodents as well. **Mr. Espeseth** explained the garbage will be inside the building. **Mr. Emodi** explained on a slide how close the building will be to their property lines and where the fence would be located. **Mr. Sangster** wanted to know how many feet higher will the new building be then the one that is there now and what is the total height of the old building. **Mr. Emodi** stated he couldn't tell them that precisely but his guess is somewhere around 25 feet high. however, the new building would be 7/8 feet higher than what is allowed as-of-right, which is 35 feet. Mr. Emodi explained that there would be no issue with sun because there would only be shadows in the morning for a few hours. Mr. Emodi offered to have a shadow study done which would show the sun at every point of the day and provide that to Darrell to put up on the website. **Mr. Sangster's** first concern is with the city and property tax value. They would like to know how they would be compensated. Secondly, they would like to see the argument on garbage collection. Thirdly they would like to see the plans on landscaping. Donnie feels that if they build their place up that means the current residents will get flooded out. There are also safety concerns around getting out of Malik Dr. and the site lines. **Mr. Emodi** answered question around the sun and offered the shadow study that would show how much sun they would get at various times throughout the year. With regards to the traffic, two sets of professional traffic engineers have looked at the situation and neither set have had a problem. Mr. Emodi also explained their landscaping plan. **Mr. Joudrey** explained that under with the development agreement there is a

storm water management plan required and no more water is allowed to leave the development post development than what did predevelopment. The numbers must balance and there is no increase to the flow of surface water off the development. There is also an erosion and sedimentation control plan required to ensure that during construction and after construction there are no issues with erosions and sedimentation. **Mr. Sangster** wanted to know if the old building was being torn down and if it was what is there plan with regards to the rodents that are there. **Mr. Emodi** explained that yes, it was going to be torn down. Mr. Emodi stated that they were not aware of the rodent issue. They explained that in the new building the garbage would be contained in a room and when there is a garbage pickup the trolley for the garbage would be wheeled out for pickup.

**Jason Snair – Malik Crt**, would like to know if the property values of the lots adjacent to the development were considered. Is there a good possibility that property value will go down after this development? **Mr. Joudrey** explained that they are not taken into account and explained that the property values could go either way. **Mr. Snair** fails to see how the property values could be increased with a building as their view. **Mr. Snair** would like to know what the material is being used for the fence and how tall would it be. **Mr. Espeseth** said it would be made of wood and the height would be regulated by the bylaw but probably about 6 feet. **Mr. Snair** said that their fence is pretty much being held up by some trees (not his trees) that are behind it and when they are taken down the fence will probably fall over. Is this something he would need to work out with the developer to replace his fence if it falls and can't be fixed. **Mr. Espeseth** stated that they probably wouldn't need their fence because the one they are building should be sufficient and could serve the same purpose. **Mr. Snair** asked if that would be part of the development agreement that current property owners fences would be replaced with this privacy fence. **Mr. Joudrey** stated they wouldn't write into the development agreement what would happen to abutting property owners fences.

**Gerald Clark – Malik Crt**, has two questions, 1 – the baseball field across the street is in the process of being disposed of by the city which will put another development in the area and generate more traffic. As it is now, trying to make a left hand turn out of Malik Court you have to go right down to Lawton's and turn in their parking lot and come back up the Cobiquid Rd. to get out. 2- the new collector road that is going to bring traffic from Burnside onto Glendale taking traffic off the Magazine Hill. That is going to have an effect on the traffic and has that been studied. Has that been included in the Traffic Study? **Mr. Espeseth** with regards to the first questions – that development would have its own TIS done. The TIS that was done was only done on this development. The TIS looks at traffic on a regional scale both now and future but even with a worst-case scenario they are not anticipating much of an impact, if any, from the cars that would be coming from this development. **Mr. Clark** stated at the moment it takes up to 10 minutes to get out of Malik Court. Having lived there for 25 years they have seen the traffic patterns change to the extent that it is really hard to get out of Malik Court at the moment. If the new highway come through it is going to put even more traffic into the area and the city doesn't seem to take that into account when they build highways they build them for the moment and not for the future so we end up with heavy traffic on highways that are not designed to carry that amount of traffic flow. **Mr. Espeseth** said that would have been something that HRM's traffic engineers would have taken into account when they looked at the TIS. **Mr. Joudrey** stated they couldn't speak to what they looked at beyond the existing regional network. **Mr. Clark** stated that leaves the current residents vulnerable and wondering what is going to happen to us three years from now. **Mr. Emodi** stated their TIS looks at current and future conditions, including the connection that they are speaking about, they are unaware of the development of the ball field. The question that the TIS answer is twofold, 1- does the traffic generated by what they are doing have a negative impact on the traffic pattern – the answer to that is no, 2- Are there any dangerous intersections or issues with cars coming in or out – the answer to that is no. The issue that you will be facing if there are connectors from Burnside is really outside of our scope. **Mr. Clark** stated it all does have a connection because if the site lines change because of this development and there is more



traffic on it than you have determined at this moment it makes a difference in how we access Cobiquid from Malik. **Mr. Emodi** explained that the traffic engineers have all the current data and they have forecast what might happen under certain conditions if the new road is connected and they look at those patterns and have determined there is little to no impact by this development.

**Councillor Craig** spoke to the connector road as well as the sale of the ballfield and the access to the ballfield.

**Chris MacPhee** would like the TIS to be put on the website and would like to know how high the development would be over the height of the building that is there now. Mr. MacPhee doesn't feel a six-foot fence will be sufficient for privacy. The public study of Walker Ave., can that be made available, because this development is going to decrease the value of people's homes. Mr. MacPhee stated they will not be able to sell their homes because this building will have a massive impact on the privacy of their homes. You are reducing the quality of our lives. They would like to know if the traffic engineers visited the site? In most instances they don't visit the site, they look at traffic speed, right-of-way, traffic patterns of the lights because they are times, most times they don't visit the site. They should visit the site. **Mr. Espeseth** stated for height they don't have the exact number however, Mr. Emodi offered to provide those numbers. The TIS is online right now and the engineers did visit the site and took images which are in the report. The privacy issue, they understand the concerns and the balconies have been changed to Juliet's which is more like a door that would open. **Mr. MacPhee** still has concerns regarding the height. **Mr. Emodi** explained they would provide a diagram that would show the existing building and the new building so they could get the difference in the height. Mr. Emodi stated the commercial level would be about 12 feet high, and rounded off the residential levels to be 10 feet high which would put the building at approximately 42 feet high the as-of-right level is 35 feet. These numbers are somewhat flexible because they can be adjusted a little bit. **Mr. Joudrey** offered to take his name, number and email address and provide him with the Walker Ave study.

**Warren Power – Malik Court**, would like to know if the underground parking was going to be below the ground or at ground level and built above that. **Mr. Espeseth** stated it would be built below ground. **Mr. Power** wanted to clarify the height of the development and the fact that they are going to take up the entire lot which is a huge block to everyone's property on that street. Nobody is going to have privacy or a backyard. Is the driveway for the underground parking going to go along the fence between the current property and the back of all the houses? **Mr. Espeseth** response was yes. **Mr. Power** doesn't feel the height of 6 feet would be sufficient for the fence it should be 8 feet or more. **Mr. Power** is concerned about the underground stream that runs under the property's. How will it affect them after construction? Is there a study being done to see what is going to happen with that underground stream and how that is going to affect the flow of that water? **Mr. Espeseth** stated there would be a storm surge capacity study that would have to be done but they haven't heard concern about the stream yet. That is a question they can take back to the engineers. **Mr. Power** wanted to know what would be on their side of the building because on Glendale it will be Juliet balconies. Also had concerns about the height of the fence all the way across. **Mr. Espeseth** stated it will be whatever the maximum height they would be allowed to build to all the way across. Whatever people would like to see that would accommodate that. **Mr. Power** doesn't believe this is something that works in that area. Property values will decrease.

**Jason Snair – Malik Crt**, wanted to know how far down had to be dug to put in the underground parking. **Mr. Emodi** showed the difference in level of the lot and explained they would have to dig down somewhere in the range of 9 feet and there would be a retaining wall in the back because of the way the property slopes. **Mr. Snair** stated and the wooden fence would be built on top of that. **Mr. Emodi** said that was correct. **Mr. Snair** said on the original site plan there was a page that showed an additional duplex. **Mr. Emodi** that is not part of the plan now.

**Warren Power – Malik Court**, wanted to know what the retaining wall was going to be made of. **Mr. Emodi** said concrete. **Mr. Power** stated the wall is concrete and then a wooden fence on top of that? **Mr. Emodi** – stated yes, it would be a metal structure that would be then framed, bolted to the top of the concrete wall and then wood fencing. **Mr. Power** wanted to know if that wall would abut the current fence that is already there. If you take the fence out that is already there across 5, 7, 9 and 11 however far it goes up, whatever that difference that ground is going to certainly shift across the back side. **Mr. Emodi** stated he can't speak for his client but they are going to have to collaborate with the current home owners. There are a lot of technical questions about how that's built. **Mr. Emodi** stated he isn't sure if there is a maximum height to which the fence could be built. **Mr. Joudrey** explained there is a maximum and after that it would have to be taken to council to get permission to go higher and it would be written into the development agreement. It is treated as a variance even though it is a DA. **Mr. Emodi** explained the DA would allow for whatever is agreed upon. **Mr. Power** wanted to know if there is any compensation for what is going to happen with the infestation of rodents that is going to happen because of this development. It is their understanding under HRM bylaw that if a developer stirs up all these rats is there a penalty or compensation made to the people living in the houses in that area for the increased number of rodents? **Mr. Espeseth** explained that as part of the permitting there is a construction management plan that has to be submitted and mitigation measures would be a part of that. **Mr. Power** asked how long will this take to be approved if everything runs smoothly? **Mr. Joudrey** explained that he would like to see it before council by November, December and council is very good at making a decision that same night. It could be all finalized by February and then the agreement allows 3-5 years for commencement of construction. **Mr. Power** stated it is possible this could be going next summer.

**Gerald Clark – Malik Crt**, wanted to know if those 8 parking spots would be all the parking above ground that there will be. What about visitor parking? **Mr. Espeseth** stated yes, there are only the 8 spaces above ground and 32 belowground. **Mr. Clark** stated there is going to be 36 units in the building, so there is no allowance for visitor parking. **Mr. Espeseth** stated it would depend on how many of those 32 they wanted allotted for visitor parking and how many people want a parking space. **Mr. Clark** stated that will bring concerns around parking on Malik Court. As it is now there isn't much curb space and people are parking there from the hospital, the barber shop, etc.

**Warren Power – Malik Court** stated this is going to cause more of a flow of traffic onto Malik Court.

**Councillor Craig** made closing comments.

### **3. Closing Comments**

**Mr. Joudrey** thanked everyone for coming and expressing their comments.

### **4. Adjournment**

The meeting adjourned at approximately 8:30 p.m.

# Proposed Development

Attachment D

