

# HALIFAX

P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 14.4.1**  
**Halifax Regional Council**  
**April 5, 2016**

**TO:** Mayor Savage and Members of Halifax Regional Council

**SUBMITTED BY:** Original Signed  
Councillor Steve Craig, Chair, North West Community Council

**DATE:** March 23, 2016

**SUBJECT:** Case 19056: Amendments to the Sackville MPS and LUB and associated development agreement, Walker Service Road, Lower Sackville

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## ORIGIN

March 21, 2016 meeting of North West Community Council, Item No. 13.1.2.

## LEGISLATIVE AUTHORITY

Section 25(c) of the Halifax Regional Municipality Charter sets out the powers and duties of Community Council to include "recommending to the Council appropriate by-laws, regulations, controls and development standards for the community."

## RECOMMENDATION

It is recommended by North West Community Council that Halifax Regional Council:

1. Give First Reading to consider the proposed amendments to the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB), as contained in Attachments A and B of the staff report dated February 23, 2016 to allow the proposed comprehensively planned development at 26 and 34 Walker Service Road, Lower Sackville, and schedule a joint public hearing with North West Community Council;
2. Approve the proposed amendments to the Sackville MPS and LUB, as contained in Attachments A and B of the staff report dated February 23, 2016, to permit the proposed comprehensively planned development at 26 and 34 Walker Service Road, Lower Sackville.

### **BACKGROUND**

A staff report dated February 23, 2016 pertaining to Case 19056: Amendments to the Sackville MPS and LUB and associated development agreement, Walker Service Road, Lower Sackville was before North West Community Council for consideration at its meeting held on March 21, 2016.

For further information please refer to the attached staff report dated February 23, 2016.

### **DISCUSSION**

North West Community Council reviewed this matter at its meeting held on March 21, 2016 and forwarded the recommendation to Halifax Regional Council as outlined in this report.

### **FINANCIAL IMPLICATIONS**

As outlined in the attached staff report dated February 23, 2016.

### **COMMUNITY ENGAGEMENT**

All meetings of North West Community Council are open to the public. The agenda and reports can be viewed online in advance of the meeting.

### **ENVIRONMENTAL IMPLICATIONS**

As outlined in the attached staff report dated February 23, 2016

### **ALTERNATIVES**

North West Community Council did not discuss alternatives.

### **ATTACHMENTS**

1. Staff report dated February 23, 2016
2. Memorandum from the North West Planning Advisory Committee dated August 7, 2014

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

Report Prepared by: Liam MacSween, Legislative Assistant, 902.490.6521.

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P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 13.1.1**  
**North West Community Council**  
**March 21, 2016**

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

Original Signed

**SUBMITTED BY:**

\_\_\_\_\_  
Bob Bjerke, Chief Planner and Director, Planning and Development

**DATE:** February 23, 2016

**SUBJECT:** **Case 19056: Amendments to the Sackville MPS and LUB and associated development agreement, Walker Service Road, Lower Sackville**

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### **ORIGIN**

- Request by W.M Fares Group Limited
- March 18, 2014, Regional Council initiation of the MPS amendment process

### **LEGISLATIVE AUTHORITY**

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

### **RECOMMENDATION**

It is recommended that North West Community Council recommend that Regional Council:

1. Give First Reading to consider the proposed amendments to the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB), as contained in Attachments A and B of this report, to allow the proposed comprehensively planned development at 26 and 34 Walker Service Road, Lower Sackville, and schedule a joint public hearing with North West Community Council;
2. Approve the proposed amendments to the Sackville MPS and LUB, as contained in Attachments A and B of this report, to permit the proposed comprehensively planning development at 26 and 34 Walker Service Road, Lower Sackville.

It is recommended that North West Community Council:

3. Give Notice of Motion to consider the proposed development agreement, as contained in Attachment C of this report, to permit the development of 34 townhouses and a 4 storey, 52 unit multiple unit dwelling at 26 and 34 Walker Service Road, Lower Sackville. The public hearing for the development agreement shall be held concurrently with that indicated in Recommendation #1.

Contingent upon the adoption of the above MPS and LUB amendments that enable the proposed development agreement as set out in Attachment C of this report, and those amendments becoming effective under the *HRM Charter*, it is further recommended that North West Community Council:

1. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment C of this report, to permit 34 townhouse units and a 4 storey, 52 unit multiple unit dwelling at 26 and 34 Walker Service Road; and
2. Require the development agreement to be signed by the property owner within 120 days, or any extension thereof granted 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**

W.M. Fares Group Limited, on behalf of Cascade Property Group, is applying to amend the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB) to enable the development of a mixed residential development located at 26 and 34 Walker Service Road, Lower Sackville. The proposal includes the development of a new public street, 34 townhouse units and a 4 storey, 52 unit multiple unit dwelling.

<b>Subject Site</b>	Comprised of 4 properties located at 26 and 34 Walker Service Road in Lower Sackville
<b>Location</b>	Near the corner of Walker Service Road and Old Sackville Road
<b>Regional Plan Designation</b>	Northern portion designated Urban Settlement and southern portion designated Rural Commuter
<b>Community Plan Designation (Map 1)</b>	Rural Residential under the Sackville Municipal Planning Strategy (MPS)
<b>Zoning (Map 2)</b>	C-2 (Community Commercial) and R-6 (Rural Residential) under the Sackville Land Use By-law (LUB)
<b>Size of Site</b>	3.9 hectares (9.7 acres)
<b>Street Frontage</b>	Approximately 280 metres (919 feet)
<b>Current Land Use(s)</b>	The subject site contains a single unit dwelling and is otherwise vacant. Previous land uses on the subject site included a single unit residential dwelling, a salvage yard and a gravel pit/ quarry operation.
<b>Surrounding Use(s)</b>	<u>East, West and North:</u> Single unit dwellings <u>South:</u> a large (281 hectare) wooded parcel to the south owned by Department of National Defense (Government of Canada)

## **Proposal Details**

The applicant wishes to develop 34 townhouse units and a 4 storey, 52 unit multiple unit dwelling. General details of the proposed development are as follows:

- development of a new public road;
- retention of an existing single unit dwelling;
- dedication of public parkland;
- extension of central water and sewer services from Old Sackville Road; and
- retention of natural vegetation along north and south side property boundaries.

## **Existing MPS Policy Context**

The Sackville MPS currently enables North West Community Council to consider townhouses and multiple unit dwellings within the RR (Rural Residential) Designation, including the subject site. These



policies, however, do not enable the consideration of both housing forms on the same site. Proposals for townhouse developments, where each dwelling unit is located on a separate lot and has direct access to a public street, are considered by rezoning. In contrast, multiple unit dwellings, containing more than 6 units, are considered by development agreement.

Although not enabled within the RR Designation, the UR (Urban Residential) Designation enables the consideration of comprehensively planned residential development through the application of a CDD (Comprehensive Development District) Zone and associated development agreement (MPS Policy UR-9, UR-10 and UR-11). Such development can include a mix of townhouses and multiple unit dwellings.

### **Approval Process**

The approval process for this application involves two steps:

- a) First, Regional Council must consider and, if deemed appropriate, approve proposed amendments to the MPS and LUB; and
- b) Secondly, North West Community Council must consider and, if deemed appropriate, approve a proposed development agreement.

A public hearing, which is required prior to a decision on both matters, may be held at the same time for both MPS and LUB amendments and the proposed development agreement. In the event Regional Council approves MPS and LUB amendments, North West Community Council may only make a decision on a proposed development agreement following the amendments to the MPS and LUB coming into effect. A decision on proposed MPS and LUB amendments is not appealable to the Nova Scotia Utility and Review Board (Board). However, the decision on the proposed development agreement is appealable to the Board.

### **DISCUSSION**

The Sackville MPS sets out the community's intent regarding appropriate land use and future patterns for development. Amendments to the MPS should not be routine undertakings and Regional Council is under no obligations to consider such requests. In this case, staff advise that there is a gap within the existing policy framework and that the MPS should be amended to allow for a mix of residential land uses on the subject site as per the proposed development. The following paragraphs review the rationale and content of the proposed MPS and LUB amendments, as well as the associated development agreement.

#### **Proposed MPS and LUB Amendments**

As previously noted, the Sackville MPS currently enables the consideration of townhouses and multiple unit dwellings through two separate planning processes within serviced areas of the RR Designation, including the subject site. Enabling the subject site to be comprehensively planned through one planning process is a logical extension of the existing policy context that can allow for a more coordinated planning review. Consequently, the proposed MPS amendment builds on the existing policies by enabling the CDD (Comprehensive Development District) Zone and associated development agreement policies to be applied to serviceable lands located within the RR Designation. Existing CDD policies are considered appropriate and no new policy criteria are proposed. Attachments A and B contain the proposed MPS and LUB amendments.

Attachment C reviews the proposal in relation to the existing policy criteria for applying the CCD Zone. Staff advise that the subject site meets these criteria as the site is over 5 acres in size, will not substantially remove existing single or two unit dwellings and will provide a mix of housing options. The subject site is also largely located within the service boundary.

#### **Proposed Development Agreement**

Attachment D contains the proposed development agreement for the subject site. The proposed agreement addresses the following matters:

- permitted uses are limited to a maximum of 34 townhouse units, an existing single unit dwelling, and a 4 storey, 52 unit multiple unit dwelling;
- the location and design of the multiple unit dwelling, including large setbacks for front and side property boundaries;
- the location and design of townhouses, including minimum setbacks from front and side property lines;
- the dedication of land for a new public park;
- landscaping surrounding the multiple unit dwelling; and
- the retention of natural vegetation along north and south side property lines.

Staff conducted a review of the proposed development relative to the CDD policy criteria that are proposed to be applied to the subject site and advise that the proposed development is consistent with the intent of the MPS. Attachment E provides an evaluation of the proposed development agreement in relation to relevant MPS policies. The following outlines items that have been identified for detailed discussion.

#### Density

The proposal has a density of approximately 20 persons per acre (ppa). While this density is high for a rural area, it is in keeping with developments located in urban portions of Lower Sackville. This proposed density is appropriate for the subject site because it is largely located within the urban service area boundary, would encourage the redevelopment of an abandoned industrial site and increase the range of housing options available in the area.

#### Land Use Compatibility

The proposed development agreement contains a number of requirements aimed at ensuring the proposal is compatible with surrounding single unit dwellings and the rural character of the area. The multiple unit dwelling is well setback from Walker Service Road and the nearest side lot line with setbacks of over 45 metres (150 feet) from both features. The townhouses are setback at least 60 and 70 feet from Walker Service Road, consistent with the front yard setbacks for nearby single unit dwellings. In addition, the proposed agreement requires existing vegetation to be maintained along both north and south side property boundaries to provide a buffer between the proposal and adjacent properties.

#### **Planning Advisory Committee**

On August 6<sup>th</sup>, 2014, the North West Planning Advisory Committee reviewed the proposal and recommended that the proposal be approved with consideration to the following:

- townhouses be considered instead of the multiple unit dwelling;
- attention be given to the transition of the development and how it blends in with the existing neighbourhood;
- further consideration be given to the massing and visibility of the development;
- staff consult with Halifax Water to determine what effect extending the services will have on the existing residents and what the boundary may be; and
- consideration be given to extending the property of the southern townhouses to the back of the property line.

In response, the applicant revised the proposal in a number of ways, including the following:

- the size of the multiple unit dwelling was reduced and partially replaced with additional townhouse units;
- large setbacks from Walker Service Road, especially for the multiple unit dwelling, are required to reduce the development's visibility from the road and assist in maintaining the rural character of the area; and
- the southern townhouse properties have been extended to the rear property line.

In addition, staff consulted with Halifax Water and confirmed that the subject site is capable of being serviced. Design details are subject to review and the approval of Halifax Water at the time of permitting.

The applicant will be responsible for any needed infrastructure upgrades.

### **Conclusion**

Although the subject site is located within the Rural Residential (RR) Designation, its location and characteristics make it appropriate for the proposed urban densities and form or development. The majority of the subject site is located within the service boundary and the increased development options help to encourage the redevelopment of the abandoned industrial site. Accordingly, the proposed MPS amendments build on the existing policy framework to enable comprehensive planning through the development agreement process. The associated development agreement provides housing options for the area while limiting impacts on the surrounding single unit dwellings and the rural character of the area. Therefore, staff recommend that the proposed MPS amendments and associated development agreement be approved.

### **FINANCIAL IMPLICATIONS**

There are no financial 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 Development Agreement. The administration of the Development Agreement can be carried out within the approved 2015/16 budget with existing resources.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy, the *HRM Charter*, and the Public Participation Program approved by Council on February 25, 1997. 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 May 21, 2014. Attachment F contains a copy of the minutes from the meeting.

A public hearing must be held by Regional Council before they can consider approval of the proposed MPS and LUB amendments. Should Regional 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 land owners.

### **ENVIRONMENTAL IMPLICATIONS**

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

### **ALTERNATIVES**

The North West Community Council may choose to recommend that Regional Council:

1. Modify the proposed amendments to the Sackville MPS and LUB as contained in Attachments A and B of this report. If this alternative is chosen, specific direction regarding the requested modifications is required. Substantive amendments may require a supplementary staff report and another public hearing to be held. A decision of Council to approve the proposed amendments is not appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Refuse the proposed amendments to the Sackville MPS and LUB. A decision of Council to

approve the proposed amendments is not 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 Amendments to the Sackville MPS
Attachment B	Proposed Amendment to the Sackville LUB
Attachment C	CDD Rezoning Review
Attachment D	Proposed Development Agreement
Attachment E	Review of Relevant MPS Policies
Attachment F	Public Information Meeting (PIM) meeting notes

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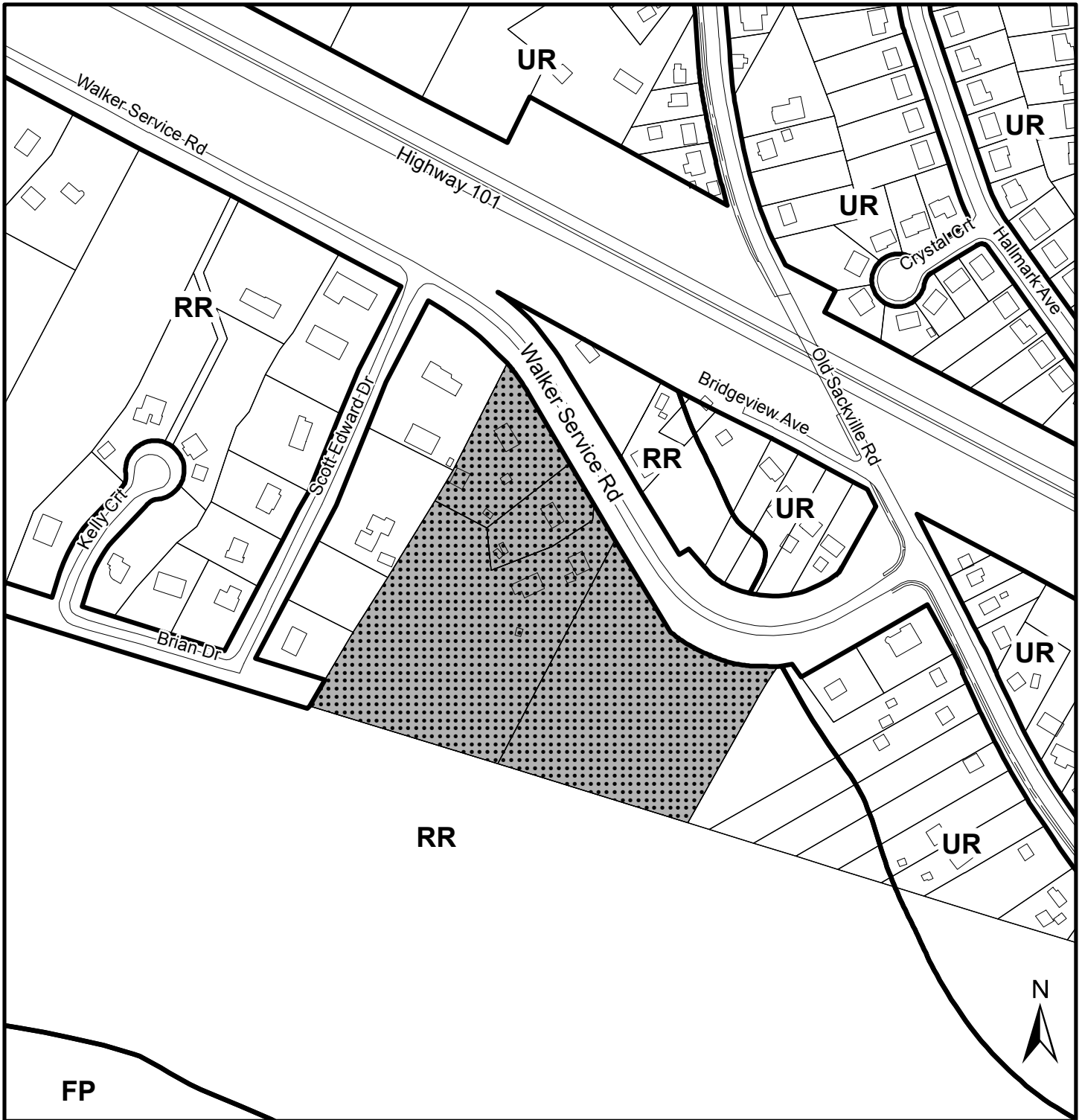
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Ben Sivak, Major Projects Planner, 902.490.6573

Original Signed

Report Approved by: \_\_\_\_\_  
Kelly Denty, Manager, Development Approvals, 902.490.4800

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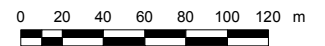


**Map 1 - Generalized Future Land Use**

PID's 40124398, 40699829,  
40706822 and 40695561

**HALIFAX**

 Subject Site



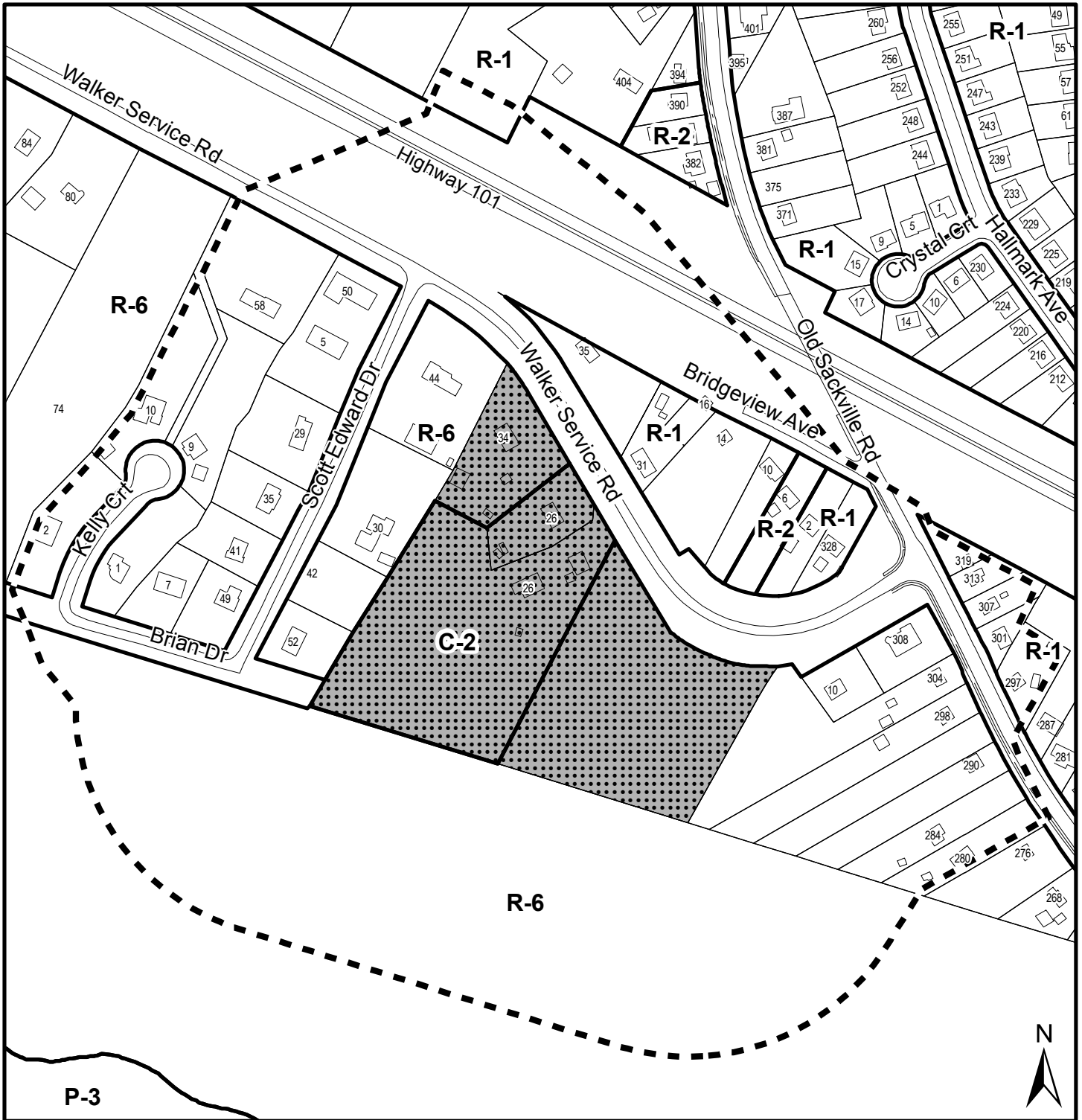
**Designations**

- UR Urban Residential
- RR Rural Residential
- FP Floodplain

Sackville  
Plan Area

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 Area**

PID's 40124398, 40699829,  
40706822 and 40695561

**HALIFAX**

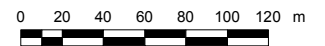
 Subject Site

 Area of notification

Sackville  
By-Law Area

**Zones**

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-6 Rural Residential
- C-2 Community Commercial



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 Amendments to the Sackville MPS**

BE IT ENACTED by the Regional Council of the Halifax Regional Municipality that the Municipal Planning Strategy for Sackville is hereby amended as follows:

1. Within Policy RR-3 of the Rural Residential Designation Section, insert the text highlighted in bold and delete the text shown in strikeout as follows:

“RR-3 Notwithstanding Policy RR-2, any portion of the Rural Residential Designation, in which municipal central services are available, it shall be the intention of Council to consider permitting two unit dwellings, **townhouse dwellings**, multiple unit dwellings, ~~and townhouse dwellings~~, **and comprehensive residential developments** according to Policies UR-4, UR-5 or UR-6, ~~and UR-7 or UR-8~~, **and UR-9, UR-10 and UR-11** respectively. It shall further be the intention of Council to consider mobile homes on individual lots and local commercial developments within the Rural Residential Designation according to Policies UR-26 and UR-18, respectively.”

THIS IS TO CERTIFY that the by-law of which this is a true copy was duly passed at a duly called meeting of Regional Council of Halifax Regional Municipality held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GIVEN under the hand of the municipal clerk and under the Corporate Seal of the said Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Municipal Clerk

**Attachment B**  
**Proposed Amendment to the Sackville LUB**

BE IT ENACTED by the Regional Council of the Halifax Regional Municipality that the Land Use By-law for Sackville is hereby further amended as follows:

1. Amend Schedule A (Sackville Zoning Map) by rezoning the properties located at 26 and 34 Walker Service Road, Lower Sackville, from C-2 (Community Commercial) and R-6 (Rural Residential) to the CDD (Comprehensive Development District) Zone, as shown on Schedule A of this Attachment.

THIS IS TO CERTIFY that the by-law of which this is a true copy was duly passed at a duly called meeting of Regional Council of Halifax Regional Municipality held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GIVEN under the hand of the municipal clerk and under the Corporate Seal of the said Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Municipal Clerk



**Attachment C**  
**CDD (Comprehensive Development District) Rezoning Criteria**

UR-9 It shall be the intention of Council to establish a comprehensive development district within the land use by-law which permits any residential use and community facility use, in association with such residential uses. A comprehensive development district shall specifically prohibit any industrial or general commercial development, except local commercial uses which are intended to service households within the district on a daily basis. **(Refer to Sackville Drive SPS: RC-May 7/02;E-Jun 29/02)**

When considering an amendment to the schedules of the land use by-law to establish a comprehensive development district, Council shall have regard to the following:

Policy Criteria	Comment
<i>(a) that the development is within the Urban Residential Designation;</i>	Notwithstanding that the development is not within the Urban Residential Designation, it is located within the urban service area boundary and the Rural Residential Designation. Policy RR-3 contemplates this situation and enables consideration of serviced development proposals.
<i>(b) that the development includes a minimum land area of five acres to be so zoned and will not entail the substantive removal or replacement of existing single or two unit housing stock;</i>	The proposal is 3.9 hectares (9.7 acres) in size and does not include the substantial removal of single of two unit housing stock. The proposal maintains an existing single unit dwelling.
<i>(c) that, where the development provides for a mix of housing types, it does not detract from the general residential character of the community;</i>	The proposal provides a mix of housing that does not detract from the general residential character of the surrounding community.
<i>(d) that adequate and useable lands for community facilities are provided;</i>	Adequate and usable land is set aside for public parkland.
<i>(e) that the development is capable of utilizing existing municipal sewer and water services; and</i>	The proposal is located within the service boundary and can connect to existing services located on Old Sackville Road.
<i>(f) that the development is consistent with the general policies of this planning strategy and furthers its intent.</i>	The proposal is consistent with the intent of the CDD policy to encourage well planned residential neighbourhoods, and Rural Residential policies to allow urban development in areas that are serviced by central services.

**Attachment D: Proposed Development Agreement**

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

BETWEEN:

**'INSERT PROPERTY OWNER'**

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 26 and 34 Walker Service 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 the development of townhouses and a multiple unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies RR-3 and UR-10 of the Sackville Municipal Planning Strategy and Section 3.6(b) 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 \_\_\_\_\_, referenced as Municipal Case 19056;

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

## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Sackville and the Regional Subdivision By-law, as may be amended from time to time.

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

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

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

### **1.4 Conflict**

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

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

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

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

### **1.6 Provisions Severable**

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

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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

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

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19056:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C1	North Multiple unit Dwelling Elevation Plan
Schedule C2	South Multiple unit Dwelling Elevation Plan
Schedule C3	East & West Multiple unit Dwelling Elevation Plan

### **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) Final plan of subdivision approved by the Municipality in accordance with Section 3.6 of this Agreement; and
- (b) Landscaping Plan in accordance with Section 3.10 of this Agreement.

- 3.2.2 At the time of issuance of the last Occupancy Permit for the multiple unit dwelling, the Developer shall provide a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping on the lot containing the multiple unit dwelling has been completed according to the terms of this Agreement.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

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

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

- (a) a maximum of 34 townhouse units;
- (b) 1 multiple unit dwelling containing a maximum of 52 residential units;
- (c) a single unit dwelling located at 34 Walker Service Road; and
- (d) accessory uses and structures to the above main uses.

### **3.4 Siting and Architectural Requirements for the Multiple Unit Dwelling**

- 3.4.1 The multiple unit dwelling shall be located as generally shown on Schedule B and shall meet all minimum yard measurements as shown on Schedule B.
- 3.4.2 The multiple unit dwelling shall be a maximum of 4 storeys in height.
- 3.4.3 The architectural design, height and exterior materials of the multiple unit dwelling shall be in general conformance with the designs shown in Schedules C1, C2 and C3.
- 3.4.4 The Development Officer may permit unenclosed structures attached to the multi-unit 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.
- 3.4.5 Any roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any abutting public street.
- 3.4.6 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).

- 3.4.7 Any exposed foundation in excess of 2 feet in height shall be architecturally detailed with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.8 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 or complement the colour of the adjacent surface.

### **3.5 Siting and Architectural Requirements for the Townhouses**

- 3.5.1 The townhouses shall front onto Road 'A' as generally shown on Schedule B. The specific townhouse configuration need not match the configuration shown on Schedule B provided:
- (a) the townhouses meet all minimum yard measurements as shown on Schedule B;
  - (b) all townhouse buildings contain 6 or fewer townhouse units;
  - (c) all townhouses meet the minimum lot area, frontage, yard and height requirements set out in the Sackville Land Use By-Law for the R-5 (Townhouse) Zone, as amended from time to time, but excluding Section 11.3; and
  - (d) all other requirements of this Agreement are met.
- 3.5.2 The Development Officer may permit unenclosed structures attached to the townhouses 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.

### **3.6 Subdivision of the Lands**

- 3.6.1 An application for final subdivision shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law and Schedule B of this Agreement.
- 3.6.2 The lot containing the multiple unit dwelling shall be located as generally shown on Schedule B.
- 3.6.3 Lots containing townhouses shall meet the requirements set out in the Sackville Land Use By-Law for the R-5 (Townhouse) Zone, as amended from time to time, but excluding Section 11.3.
- 3.6.4 The lot containing the existing single unit dwelling, identified as Civic 34 on Schedule B, may be serviced by an on-site sewage disposal system and shall meet all requirements of the Sackville Land Use By-Law for the R-6 (Rural Residential) Zone, as amended from time to time. Following the subdivision, Council may discharge this Agreement from the lot containing the single unit dwelling, as set out in Section 7.4 of this Agreement.

### **3.7 Parkland Dedication**

- 3.7.1 The Developer shall convey to the Municipality parkland as shown as Park Area on Schedule B at the time of final subdivision. The Development Officer may permit variations to parkland site configuration, in consultation with the HRM parkland planner, provided appropriate access and road frontage is maintained and the proposed parkland meets the requirements of the Municipality. The land shall meet both the usable land definition and Parkland Quality of Land Criteria as per the Regional Subdivision By-Law.
- 3.7.2 The Developer agrees to remediate any contamination on the proposed Park Area and provide written confirmation from a qualified engineer licensed to practice in Nova Scotia that the parkland is safe for the intended public recreation use.
- 3.7.3 The Developer agrees that any outstanding parkland dedication at the final subdivision stage will be in the form of cash, site preparation, site development or any combination of cash, site preparation and site development.

### **3.8 Parking, Circulation and Access**

- 3.8.1 A minimum of 1.5 parking spaces per residential unit shall be provided for the multiple unit dwelling.
- 3.8.2 Parking for bicycles for the multiple unit dwelling shall be located in the general location as shown on Schedule B and in conformance with the bicycle parking requirements set out in the Sackville Land Use Bylaw, as amended from time to time.
- 3.8.3 The outdoor parking area for the multiple unit dwelling shall be located as generally shown on Schedule B and shall contain a maximum of 26 parking spaces. All other required parking spaces for the multiple unit dwelling shall be located underground.
- 3.8.4 The outdoor parking area for the multiple unit dwelling shall be hard surfaced.
- 3.8.5 The driveway accesses for the townhouses shall be grouped in a manner as generally shown on Schedule B.

### **3.9 Outdoor Lighting**

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

### **3.10 Landscaping**

- 3.10.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the landscaping 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.

- 3.10.2 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.
- 3.10.3 At the time of issuance of the last Occupancy Permit for the multiple unit dwelling shown on Schedule B, 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 on the lot containing the multiple unit dwelling has been completed according to the terms of this Development Agreement.
- 3.10.4 Notwithstanding Section 3.10.3, where the weather and time of year does 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.

### **3.11 Maintenance**

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

### **3.12 Signs**

A maximum of one ground sign shall be permitted at the entrance to Road A, shown on Schedule B, to denote the community or subdivision name. The location of such sign shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 3.05 metres (10 feet) and the face area of any sign shall not exceed 4.65 square metres (50



square feet). The sign shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.

### **3.13 Temporary Construction Building**

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

### **3.14 Screening for Multiple Unit Dwelling**

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

3.14.2 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Walker Service Road and all abutting residential properties. 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.

### **3.15 Non-disturbance Areas**

Existing vegetation located within the non-disturbance areas as shown on Schedule B shall be maintained. Should this area be disturbed during construction or for other reasons, the Developer shall submit a remediation plan prepared by a landscape architect (a full member, in good standing with Canadian Society of Landscape Architects) to be approved by the Development Officer in consultation with HRM Urban Forestry.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

4.1 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 One new municipal road shall be constructed in the general location shown on Schedule B and shall include a sidewalk located on the west side of the road and a pedestrian walkway located between the cul-de-sac terminus and Walker Service Road as shown on Schedule B.

4.3 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.

- 4.4 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.
- 4.5 The permitted multiple unit dwelling shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

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

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Changes to the Siting and Architectural Requirements set out in Sections 3.3 and 3.4, and Schedules C1 to C3 of this Agreement;
- (b) Changes to the Parking, Circulation and Access requirements set out in Section 3.8 of this Agreement;
- (c) Changes to the Landscaping Requirements set out in Section 3.10 of this Agreement;
- (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 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**

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

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Construction Permit.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

### **7.4 Completion of Development**

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

## **7.5 Discharge of Agreement**

If the Developer fails to complete the development after 8 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

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

### **8.2 Failure to Comply**

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

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing

such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**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:

**[Property Owner]**

\_\_\_\_\_  
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.

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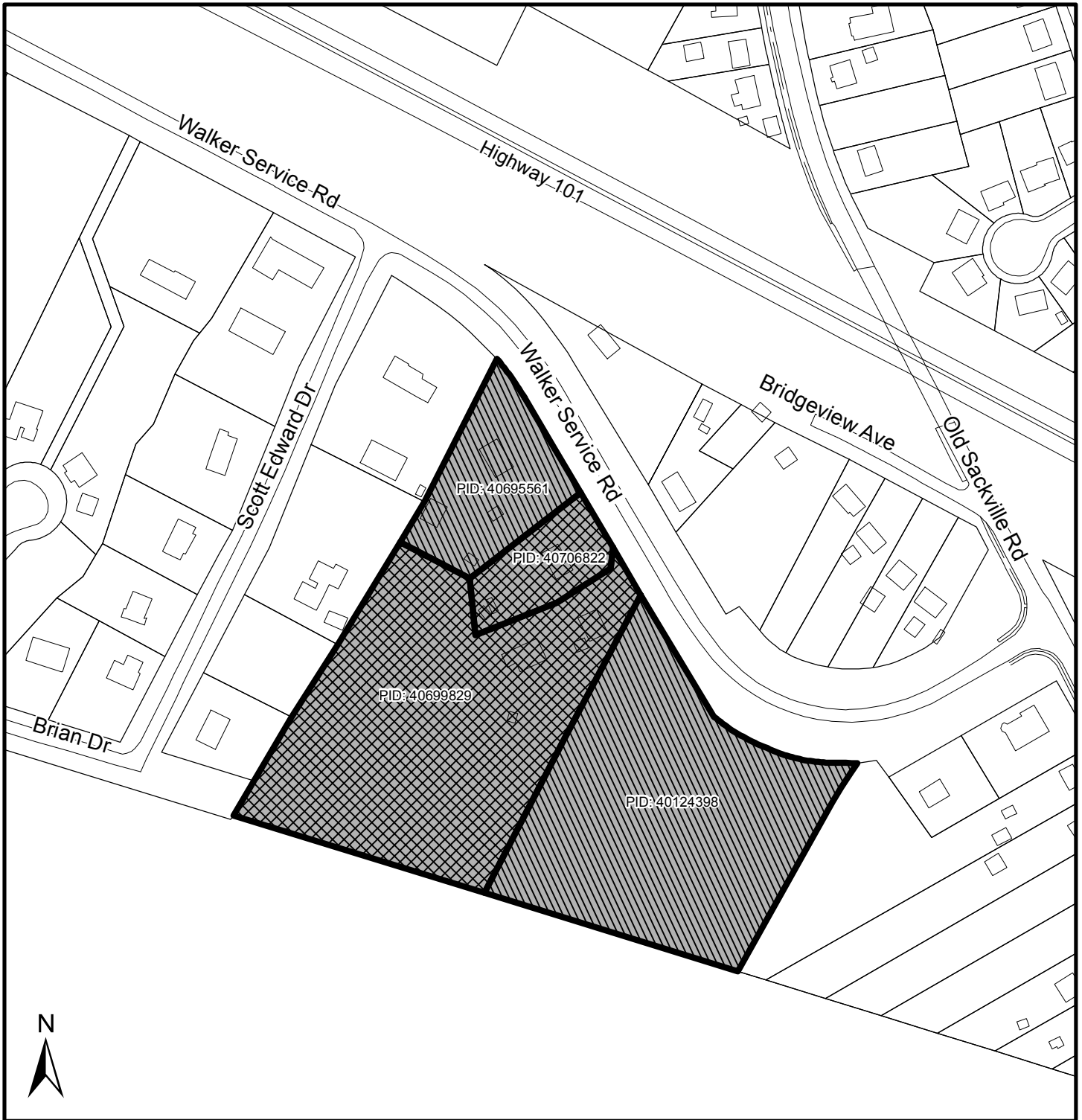
A Commissioner of the Supreme Court  
of Nova Scotia

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 Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.




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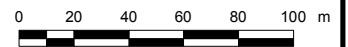
A Commissioner of the Supreme Court  
of Nova Scotia



**Schedule A**

**HALIFAX**

-  Subject Site
-  Area to be rezoned from C-2 to CDD
-  Area to be rezoned from R-6 to CDD



Sackville  
By-Law Area

HRM does not guarantee the accuracy  
of any representation on this plan.

Effective Date:

Case 19056

T:\work\planning\Casemaps\SACK\19056\ (IAHG)

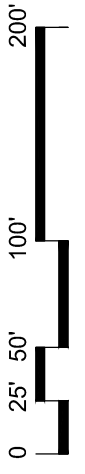


Schedule B: Site Plan



PROJECT DATA:  
 LOT AREA: 9.7 ACRES  
 BUILDINGS:  
 34 TOWNHOUSE UNITS  
 52 UNIT, 4 STOREY RESIDENTIAL BUILDING  
 TOTAL PARKING:  
 78 PARKING

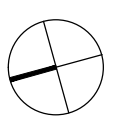
PID 00361287



WALKER SERVICE ROAD  
 SACKVILLE, NS

SITE PLAN

Project No.: P2012.04  
 Scale: 1"=90'-0"  
 Date: 21 JAN 2016



WM FARES  
 GROUP

SDP

PID 00361212  
 CROWN LAND

LOT SIZE:  
 29,077 SF

CIVIC 34  
 TO REMAIN

GARAGE

SCOTT EDWARD DRIVE

PID 40158305

PID 40160681

PID 40105181

PID 4011866

HRM ROW  
 BRIAN DRIVE

WALKER SERVICE ROAD

ROAD "A"

PARK AREA  
 ± 17,963 SF

LANDSCAPING/  
 FLOWER BED  
 (TYP.)

MUR

BIKE PARKING

RAMP

PARKING: 26

TREE BUFFER

36'-0"  
 NON-DISTURBANCE  
 AREA

NON-DISTURBANCE  
 AREA

OLD  
 SACKVILLE  
 ROAD

10'-0"

66'-0"

157'-3"

152'-11"

42'-6"

70'-0"

47'-7"

60'-0"

**Schedule C1: North Multiple Unit Dwelling Elevation Plan**



WALKER SERVICE ROAD  
SACKVILLE, NS

NORTH ELEVATION  
MULTI UNIT RESIDENTIAL BUILDING

Project No.: 2012.04  
Scale: 1" = 20'-0"  
Date: 02 OCT. 2015



**Schedule C2: South Multiple Unit Dwelling Elevation Plan**



WALKER SERVICE ROAD  
SACKVILLE, NS

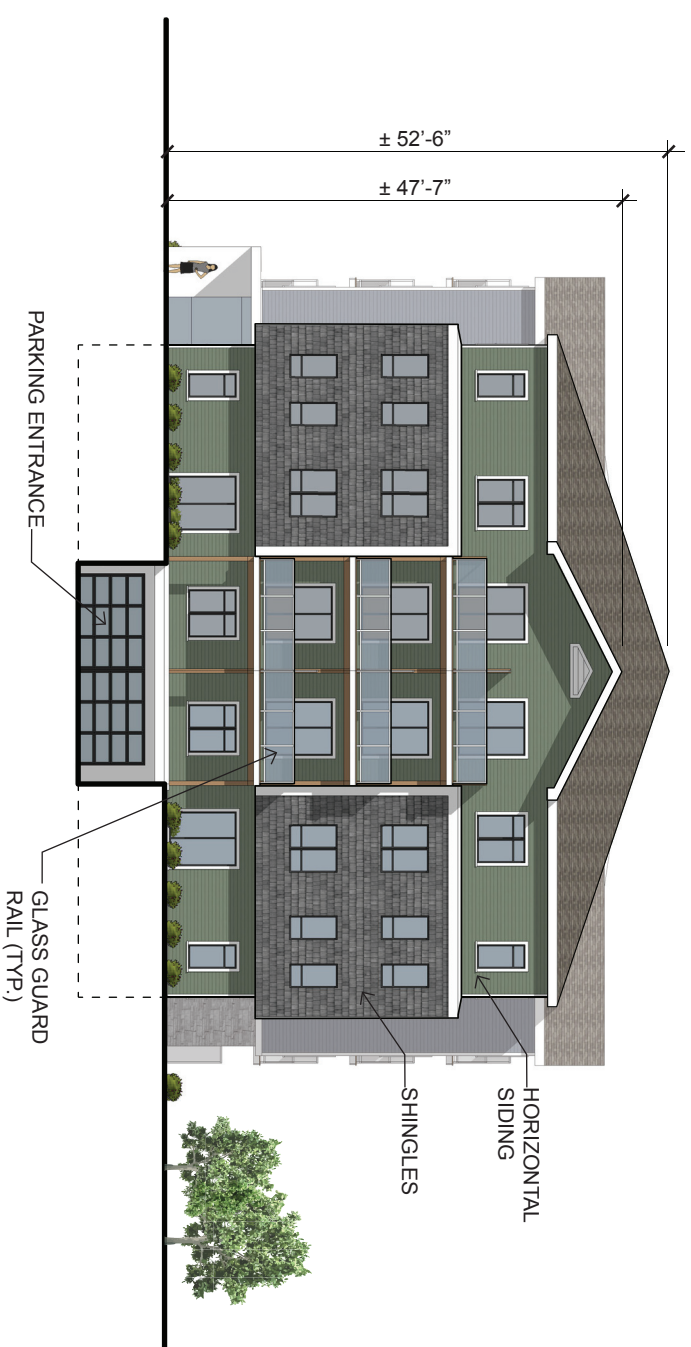
SOUTH ELEVATION  
MULTI UNIT RESIDENTIAL BUILDING

Project No.: 2012.04  
Scale: 1" = 20'-0"  
Date: 02 OCT. 2015





**Schedule C3: East & West Multiple Unit Dwelling Elevation Plan**



WALKER SERVICE ROAD  
SACKVILLE, NS

EAST & WEST ELEVATION  
MULTI UNIT RESIDENTIAL BUILDING

Project No.: 2012.04  
Scale: 1" = 20'-0"  
Date: 02 OCT. 2015



## Attachment E

### Review of Relevant MPS Policies

UR-10 With reference to Policy UR-9, and as provided for by the Planning Act, the development of any comprehensive development district shall only be considered by Council through a development agreement or agreements which shall specify the following:

Policy Criteria	Comment
<i>(a) the types of land uses to be included in the development;</i>	Permitted uses are limited to a maximum of 34 townhouses and a 4 storey, 52 unit multiple unit dwelling.
<i>(b) the general phasing of the development relative to the distribution of specific housing types or other uses;</i>	The development may be phased or developed in a comprehensive manner.
<i>(c) the distribution and function of proposed public lands and community facilities;</i>	Public parkland must be provided in the general location as shown on the site plan (Schedule B).
<i>(d) matters relating to the provision of central sewer and water services to the development;</i>	The developer is responsible for all costs related to servicing the site with central water and sewer services.
<i>(e) any specific land use elements which characterize the development;</i>	Large setbacks and buffering are required to reflect the rural character of the area.
<i>(f) provisions for the proper handling of stormwater and general drainage within and from the development;</i>	Stormwater and drainage will be reviewed and controlled at the permitting stage in accordance with Municipal Design Guidelines.
<i>(g) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-13; and</i>	See IM-13
<i>(h) furthermore, the elements of (a) through (g) and other matters related to the provision of central services and the proper handling of storm water and general drainage shall additionally be considered by Council according to the development agreement provisions of the <u>Planning Act</u>.</i>	No other matters are identified.

**IM-13**

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

<b>Policy Criteria</b>	<b>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 is consistent with the CDD location criteria and the intent of the Regional plan to direct developed to serviced areas.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	The developer is responsible for all costs related to development.
<i>(ii) the adequacy of sewer and water services;</i>	Halifax Water indicates that the site can be serviced by central water sewer, subject to a number of technical requirements. Design details, including system capacity confirmation, will be subject to review at the time of permitting. Density is limited to 20 persons per acre, consistent with known sewer capacity constraints for Sackville.
<i>(iii) the adequacy or proximity of school, recreation and other community facilities;</i>	The subject site is located approximately 2.2 km from the Sackville Transit Terminal. A public park is proposed on the subject site.
<i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i>	The submitted traffic impact statement concluded that vehicle trips generated by the proposed development are not expected to have any significant impact on the performance of adjacent roads or intersections or the regional road network
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	None identified on the subject site.
<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>	Permitted uses are limited to a maximum of 34 townhouses and a 4 storey, 52 unit multiple unit dwelling.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	The location, height, bulk and lot coverage of the multiple unit dwelling is controlled through the site plan and elevation plans.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	The specific location and design of the proposed public road is subject to review at the permitting stage.
<i>(iv) open storage;</i>	No concerns or controls because of the residential

	nature of the permitted uses and the large size of the subject site.
(v) signs; and	One sign identifying the community/development is permitted.
(vi) any other relevant matter of planning concern.	Large setbacks and buffers are required to reduce conflicts with surrounding single unit dwellings and reflect the rural character of the area.
(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;	The site is suitable. The developer is responsible for addressing any contamination issues associated with the previous industrial use.
(e) any other relevant matter of planning concern; and	No further items identified.
(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.	NA

**Attachment F: PIM Minutes**



**NORTH WEST PLANNING ADVISORY COMMITTEE  
PUBLIC MEETING MINUTES  
May 21, 2014**

**PRESENT:** Councillor Tim Outhit  
Councillor Steve Craig  
Ann Merritt, Chair  
Ross Evans  
Brian Murray  
Evan MacDonald  
Kevin Copley

**REGRETS:** Paul Russell, Vice Chair

**STAFF:** Tyson Simms, Planner  
Alden Thurston, Planning Technician  
Melissa Eavis, Legislative Support

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

*The agenda, supporting documents, and information items circulated to the North West Planning Advisory Committee are available online:*

<http://www.halifax.ca/boardscom/NWPAC/140521nwpac-agenda.php>



*The meeting was called to order at 7:07 p.m., and adjourned at 9:00 p.m.*

**1. CALL TO ORDER**

The Chair called the meeting to order at 7:07 pm.

**2. PUBLIC PARTICIPATION**

- 2.1** Case 19056 – Application by W.M. Fares Group Limited, on behalf of Cascades Property Group, to amend the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB) to consider development of townhouse and multiple unit dwelling uses at 26 and 34 Walker Service Road, Lower Sackville.

Ms. Ann Merritt introduced the members of the North West Planning Advisory Committee and staff. She explained the purpose of the meeting and provided a short introduction to Case 19056.

Mr. Tyson Simms, Planner, outlined the agenda for the evening and reiterated the purpose of the public meeting. He provided an overview of the case including the properties in question, the existing uses and zoning, the applicable policies, and the proposed amendments. He also outlined the planning process.

Mr. Cesar Saleh, a representative of W.M. Fares Group Limited made a presentation on behalf of the applicant, Cascades Property Group. He discussed previous projects of W.M. Fares Group Limited and provided an overview of the proposed development.

Ms. Merritt outlined the ground rules for the meeting and opened the floor to comments and questions from the public.

**Mr. Walter Regan** spoke on behalf of Sackville Rivers Association and stated that he is generally in favor of the project but he raised the following concerns: would the building be set back twenty meters from existing watercourses; would there be oil and grit separators installed; would there be a sidewalk for the facility and would there be a sidewalk built from Old Sackville Road; would the proposed buildings be built to LEED standards; would there be sewage retention tanks to stop the line from becoming surcharged; would there be a green roof on the apartment building. He also expressed concern for silt retention practices due to the close proximity to the watercourses. He also asked whether the proposed park would be maintained by HRM or if it would be privately owned and if ten percent of the land area of the proposal would be used as park dedication. He also explained that this property was previously used as a construction site and there is considerable concern with site contamination. He also asked what investigation had been done and whether any remaining contaminated soil would be cleaned; whether there were any old wells on site; if there had been any investigation in terms of shale; and whether there would be any landscaping on the ditching. He inquired as to the landscaping intentions and stated that storm water retention should be a priority.

Mr. Simms responded that Nova Scotia Environment has stated that the water feature on the site is a drainage course not a watercourse but there is a twenty-meter setback in any case. He

indicated that he would make the comments from Nova Scotia Environment available to the public. In terms of an oil and grit separator, staff can inquire as to whether this would be installed but the Development Agreement cannot require it. Installing sidewalks would also need to be discussed further as considering items outside of the project property boundaries can be difficult. Mr. Simms explained that LEED standard buildings could not be required through the Development Agreement process. A storm water management plan would be required for the site and the applicant must balance pre and post flows. Mr. Simms explained that there is a parkland dedication requirement which would be the HRM community park identified. Park Planning staff will be providing comment as to the size and requirements of the park and whether they would be taking any portion of the park dedication as cash-in-lieu. He also responded that staff has considered hazardous materials on the site and the developer can speak to that item further. In terms of landscaping, Mr. Simms noted that staff could consider the potential retention of vegetation, especially mature trees.

Mr. Saleh responded that all of Mr. Regan's comments regarding engineering will be given to the project civil engineer and will be considered item by item. He also noted that the site is quite disturbed and during construction there would be an erosion and sediment control plan. He also noted that there would be a landscaping plan because there are vast open areas on the site which will form a part of the Development Agreement. He explained that the site is contaminated and it is currently being remediated.

Mr. Simms added that when sites are contaminated, the Development Agreement would require that a Qualified Person certify that the site has been adequately remediated and is fit for development.

**Mr. Chris Rendell**, a resident of Kelly Court, questioned the benefits of the proposed development to the community. He explained that the current regulations were put in place to protect the community from over development. He stated that this development is not appropriate for the area and that there would be an increase in crime and traffic as a result. He also inquired as to whether a new stop sign would be put in place. He also questioned the impact on property taxes and stated that this development would not increase his quality of life. He expressed concern that this development may be setting a precedent for future development. He also noted that the development would be detrimental to children in the community.

**Mr. Alfred Ryan**, a resident of Sackville Road, stated that this development would saturate Old Sackville Road and that he agreed with the previous speaker that the area did not need additional townhouses, traffic, or people. He also stated that the vacancy rate is approximately 4% and additional apartment buildings were unnecessary and that single unit dwellings would be more appropriate. He explained that his main concern is with traffic and that the additional vehicles this project would bring would decrease residents' quality of life as well as create additional litter and trash. He felt that more input should be sought from the public before this site is developed.

**Mr. Ted Mar**, an adjacent property owner and resident of Sackville Road, made comments regarding a different proposal. He then expressed concern that surrounding property owners would be required to use municipal water and sewer services.

**Ms. Upshaw** stated that many surrounding residents are on fixed incomes and was concerned that this project would raise property taxes.

**Ms. Lesley Walker**, a resident of Walker Service Road, asked the following questions: would the proposed townhouses be rental or market housing; what the intentions were for the large open portions of the site; why 34 Walker Service Road was included in the proposal; what were the intentions for the laneway at the back of the property; if the development agreement was binding and could it be changed; how the site would be serviced; if there would be a fence and who would be responsible for maintaining it; the impacts of construction on existing wells in the area; and how the large bank on the site will be kept stable. She also expressed concern for the additional density and its effects on the community and whether the project would require blasting.

Mr. Saleh stated that the townhouses would be owner occupied and that the multi-unit building is intended as an apartment building. He clarified that the open space at the back corner of the site does not have any proposed development, as it is unserviced. The single dwelling mentioned is intended to remain unchanged. He stated that the water and sewer services will be extended from Old Sackville Road and to the Walker Service Road area and then to the subject property. He explained that fencing details have not been considered at this time but would be a part of the Development Agreement. Mr. Saleh stated that the proposed density for this site is 10 units per acre. He also noted that four acres of the site has existing development rights that are commercial which he felt would not be appropriate for this area. In terms of the surrounding properties on well water, a survey would be completed identifying those properties that have wells and their condition would be noted. Measures would then be put in place to ensure they are not damaged during development. If there was damage, it would have to be fixed at a cost to the developer. He also clarified that at this time it is unclear as to whether blasting would be necessary.

**Mr. Charley Craig**, a resident of Sackville Road, stated that the lack of sidewalks is a concern. He also noted that traffic would be problematic at the nearby intersection and that additional children waiting for the school bus would be dangerous.

Mr. Saleh responded that a traffic study would be submitted that would assess safety and volume, and this would be made available to the public. He also explained that there are sidewalks within the proposed new road and the possibility of sidewalks outside of the project area will be discussed with the project developers.

**Mr. Denis Lougard**, a resident of Skyriver Drive, asked if Brian Drive would be extended and stated that there may be safety issues with children and teenagers loitering around the Sackville River. It was clarified that Brian Drive would not be extended.

**Ms. Betty Harvey**, a resident of Walker Service Road, inquired as to the depth of the oil contamination on the site and if these oils have spread to other properties.

Mr. Saleh stated that the tank was located above ground and there was an area of land that was contaminated. An environmental company has written a report and the property owner is

following the guidelines in cleaning up the site. He explained that the land had to be cleaned prior to any development.

**Mr. Charles Craig**, a resident of Sackville Road, asked why so much of the property was being left undeveloped. He also expressed concern for the stream going down to the Sackville River.

Mr. Saleh responded that the Development Agreement would stipulate what land would be developed and any other development would not be permitted. He stated that the property is challenging due to the unserviced areas and the contamination.

Mr. Simms explained how the subdivision of the townhouse units would limit further development. Also, that the Development Agreement can require that no other lands on the site be developed. He stated that staff will consider further the existing single unit dwelling and whether it would be included in the development agreement.

**Mr. Chris Dagley**, a resident of Skyriver Drive, stated that the conditions of the road are not optimal and plowing is currently very slow in the area causing dangerous conditions. He stated that the additional traffic would make this situation worse. He inquired as to whether a portion of the lot could be used for commercial purposes. He also expressed concern regarding blasting and the effects on existing wells in the area and whether existing residents would be required to service their property if water and sewage were brought into the area.

Mr. Simms stated that the Development Agreement would speak only to what is being proposed and if no commercial uses were proposed then they would not be permitted. He noted that staff would review concerns raised regarding snow removal. Mr. Simms explained that there is a blasting by-law and damage costs would be born by the applicant. In terms of servicing, staff will confer with Halifax Water to determine the effect on surrounding unserviced properties.

**Ms. Darcie Hessie**, a resident of Sackville Road, stated that she purchased her house because it was a low-density area and would have reconsidered if the current proposal were in place. She also inquired as to who had the final say regarding the rezoning and Development Agreement process.

Mr. Simms responded that Council has the ultimate decision making power for both the rezoning and the Development Agreement and that the Development Agreement would be a more comprehensive approach and allow for more flexibility.

**Ms. Barb Lowe**, a resident of Walker Service Road, stated that she does not have an issue with those lands being developed but this proposal is not in keeping with the low-density character of the neighborhood. She felt that large single unit dwellings would be equally profitable and more appropriate for the area. She noted that surrounding owners take pride in their properties and do not need this type of development.

**Ms. Kathy Fougere**, a resident of Scott Edward Drive, agreed with the previous speaker and felt that multi-unit buildings would create chaos. She expressed concern for the increase of children in the area, increases in crime and theft, and the lack of access to and from the site. She

explained that the townhouses were potentially acceptable but the apartment building was entirely inappropriate. She also noted that home values could be lowered as a result of this project.

**Mr. Chris Rendell**, a resident of Kelly Court, inquired as to whether this agreement would preserve the areas in question and whether there would be tax impacts for surrounding property owners. He also expressed concern for blasting effects on existing septic beds.

Mr. Simms reiterated that there is a blasting by-law, which would regulate the process if blasting were required. He stated that he was unable to speak to the effects this proposal would have on property taxes. He also stated that the school board is typically a review agency and will provide comments on the project.

In response to questions from those in attendance, Councilor Craig held a brief discussion on process and transparency.

**Mr. Walter Regan** stated that special consideration should be given to the population of Eastern wood turtles in the area to ensure they are not negatively affected by the proposal. He also asked if HRM would require the developer to do further investigation for contamination, and whether the onus could be placed on the property owners to maintain fencing. He also noted previous issues with shale, ditching and green roof construction.

Ms. Merritt called for further speakers. As there were none the meeting was adjourned.

### **3. ADJOURNMENT**

The public meeting was adjourned at 9:00 p.m.

Melissa Eavis  
Legislative Support



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## MEMORANDUM

TO: Chair and Members of the North West Community Council  
CC: Ms. Gail Harnish, PAC Coordinator  
Mr. Tyson Simms, Planner

FROM: Ms. Ann Merritt, Chair, North West Planning Advisory Committee  
DATE: August 7, 2014

### SUBJECT:

Case 19056: Application by W.M. Fares Group Limited, on behalf of Cascades Property Group, to amend the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB) to consider development of townhouse and multiple unit dwelling uses at 26 and 34 Walker Service Road, Lower Sackville.

### Attention:

The North West Planning Advisory Committee received a staff memorandum dated June 20, 2014 and heard staff presentation on Case 19056 at their August 6, 2014 meeting. The following recommendation to the North West Community Council was agreed to by the Committee.

The North West Planning Advisory Committee recommends to the North West Community Council that the amendment to the Sackville MPS and LUB to consider development of townhouse and multiple unit dwelling uses at 26 and 34 Walker Service Road be approved provided the following provisions:

- Townhouses be considered instead of the multiple unit dwelling.
- Attention be given to the transition of the development and how it blends in with the existing neighbourhood.
- Further consideration be given to the massing and visibility of the development.
- Staff consult with Halifax Water to determine what effect extending the services will have on the existing residents and what the boundary may be.
- Consideration be given to extending the property of the southern townhouses to the back of the property line.

This recommendation has been provided to HRM planning staff for review and consideration, and will be addressed in their staff report to the North West Community Council.

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