



## **BACKGROUND**

WM Fares Architects, on behalf of the property owner, is applying to enter into a development agreement to permit a commercial leasehold building at 1401 Sackville Drive, Middle Sackville.

<b>Subject Site</b>	1401 Sackville Drive, Middle Sackville
<b>Location</b>	The southeast corner of Sackville Drive and Executive Drive
<b>Regional Plan Designation</b>	Urban Settlement (US)
<b>Community Plan Designation (Map 1)</b>	Urban Residential (UR)
<b>Zoning (Map 2)</b>	Rural Residential (R-6) Zone
<b>Size of Site</b>	5,230 square metres (56,300 square feet)
<b>Street Frontage</b>	~116 metres (~382 feet)
<b>Current Land Use(s)</b>	Single Family Dwelling
<b>Surrounding Use(s)</b>	<ul style="list-style-type: none"><li>• North: vacant lot, zoned P-2 (Community Facility) Zone;</li><li>• East/West: low density residential dwellings;</li><li>• South: a used car dealership and a day care; and</li><li>• Several multi-unit dwellings exist within a kilometer of the site.</li></ul>

### **Proposal Details**

The applicant proposes to construct a commercial leasehold building on the property. The major aspects of the proposal are as follows:

- Maximum one storey - approximately 6.096 m. (20 ft.) tall commercial building;
- 650 sq. m. (7,000 sq. ft.) gross leasehold space;
- 40 parking spaces located in the rear of the building; and
- Landscaping and fencing requirements.

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

The subject property is designated Urban Residential under the Sackville Municipal Planning Strategy (MPS) and is zoned R-6 (Rural Residential) under the Sackville Land Use By-law (LUB). The R-6 zone permits single unit dwellings and, in conjunction with dwellings, day care facilities, bed and breakfasts, business uses, and pet care facilities. Resource and community uses are also permitted under the R-6 Zone.

Commercial uses are not permitted as-of-right within the R-6 Zone; however, Policy UR-20 of the Sackville MPS enables Council to consider permitting commercial uses, by development agreement, on lands located along Sackville Drive, between Millwood Drive and the Plan Area boundary. Historically, this area has consisted of scattered low-density residential uses interspersed with several commercial properties. The MPS allows for the consideration of a small range of commercial service uses which provide services to the immediate area, as well as the more urban portions of the Plan Area.

## **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 August 15, 2019 with approximately six people in attendance. Attachment C contains a copy of a summary from the meeting. The public comments received include the following topics:

- Concerns regarding traffic; and

- Concerns regarding permitted uses (potential obnoxious uses).

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 reasonably consistent with the intent of the Sackville 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:

- Controls on permitted uses;
- Lot coverage, height, and setback controls;
- Architectural controls;
- Landscape and lighting controls;
- Site access location and parking requirements; and
- Non-substantive amendments permitted within the agreement including:
  - Extension to the dates of commencement and completion of development; and
  - Changes to the landscaping requirements;

The attached proposed development agreement will permit a commercial 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.

### **Compatibility**

The property is surrounded by several different zones. A vacant lot, zoned P-2 (Community Facility) is located to the north. To the east and west are CDD (Comprehensive Development District) and R-6 (Rural Residential) zoned lands that contain low density residential dwellings. To the south are R-6 and C-2 (Community Commercial) zoned lands that contain commercial uses (used car sales and a day care). Several multi-unit dwellings exist within a kilometer of the site.

For this proposal, the building height, bulk, lot coverage and appearance are compatible with the surrounding development. The proposed one-storey height is compatible with the surrounding one to two storey residential and commercial structures. Relatively low lot coverage (12.5%) and the corner location help reduce the perceived bulk of the building in comparison to the adjacent low-density residential buildings. The building design incorporates a mix of materials with clear glass storefront glazing and all parking is located at the rear of the building to help screen it from view of the travelling public.

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

On September 4, 2019, the North West Planning Advisory Committee (PAC) recommended that the application proceed with the following considerations:

- that the parking lot lights shine towards the parking lot and not towards the houses along the back;
- that the maximum sightline is available for turning left out of the parking lot to Executive Drive;

- that additional accessible parking spots be added;
- that the roof be sloped to enhance the look of the building and to blend with existing the neighborhood; and
- that the commercial uses be limited to neighborhood services and uses.

Several of the PAC's concerns are addressed through the development agreement, inclusive of lighting controls, landscaping controls within required sightlines, controls on permitted commercial uses, and the provision of additional accessible parking stalls. The request to alter the roof design has been acknowledged by the applicant, however the applicant states that the building is designed to be compatible, but not similar, to the adjacent residential buildings. A report from the PAC to Community Council will be provided under separate cover.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the Sackville MPS. The proposed development agreement contains mechanisms that provide site design controls which address the visual effects on adjacent residential uses while providing local commercial services to the immediate area. Therefore, staff recommend that the North West Community Council approve the proposed development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2019-2020 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 N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

Map 1: Generalized Future Land Use  
Map 2: Zoning and Notification Area

Attachment A: Proposed Development Agreement  
Attachment B: Review of Relevant Sackville MPS Policies  
Attachment C: Public Information Meeting Summary

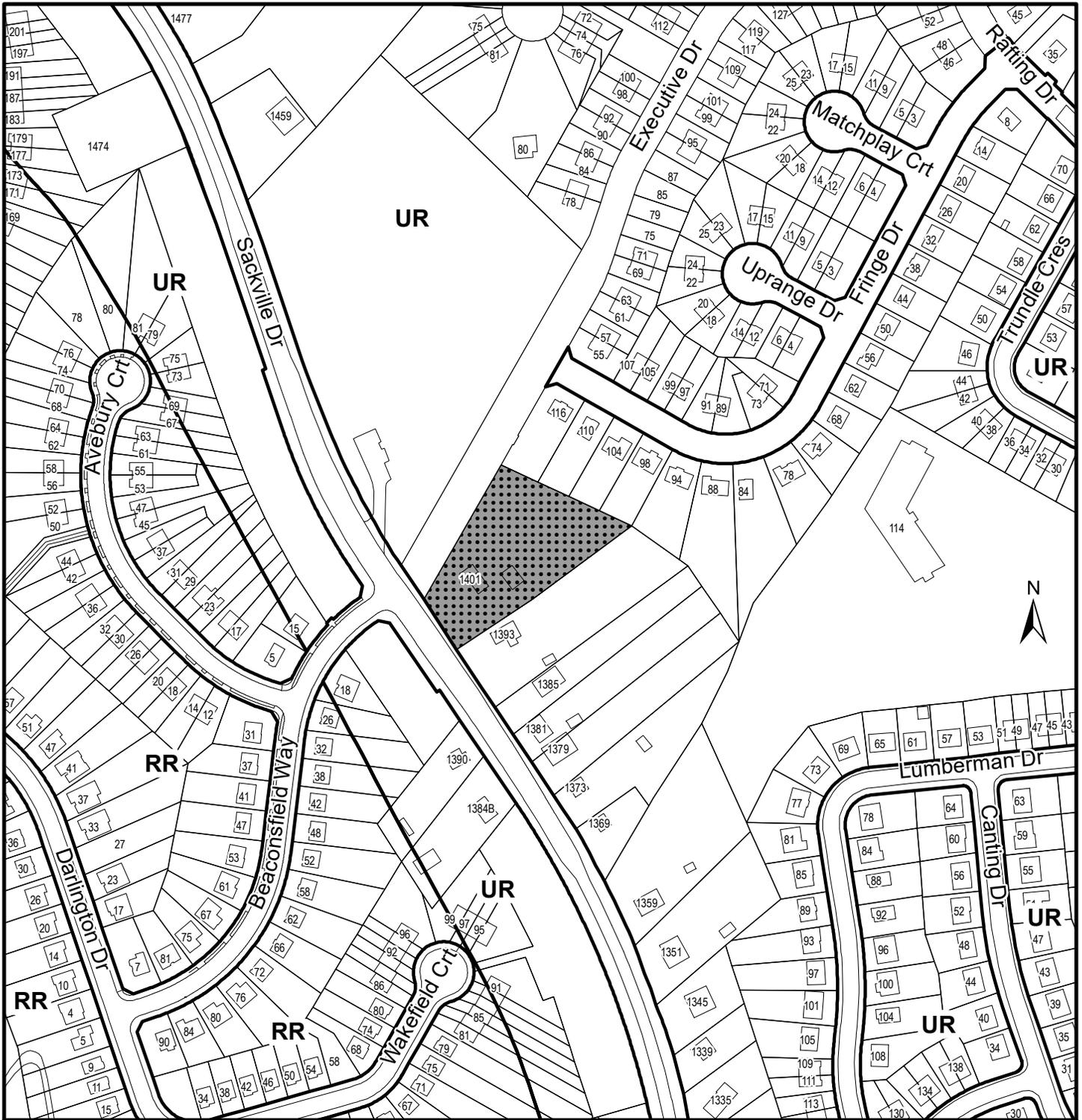
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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Dean MacDougall, Planner III, 902.490.4193

Report Approved by: Steven Higgins, Manager Current Planning, 902.490.4382

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**Map 1 - Generalized Future Land Use**

1401 Sackville Drive  
Middle Sackville



 Subject Property



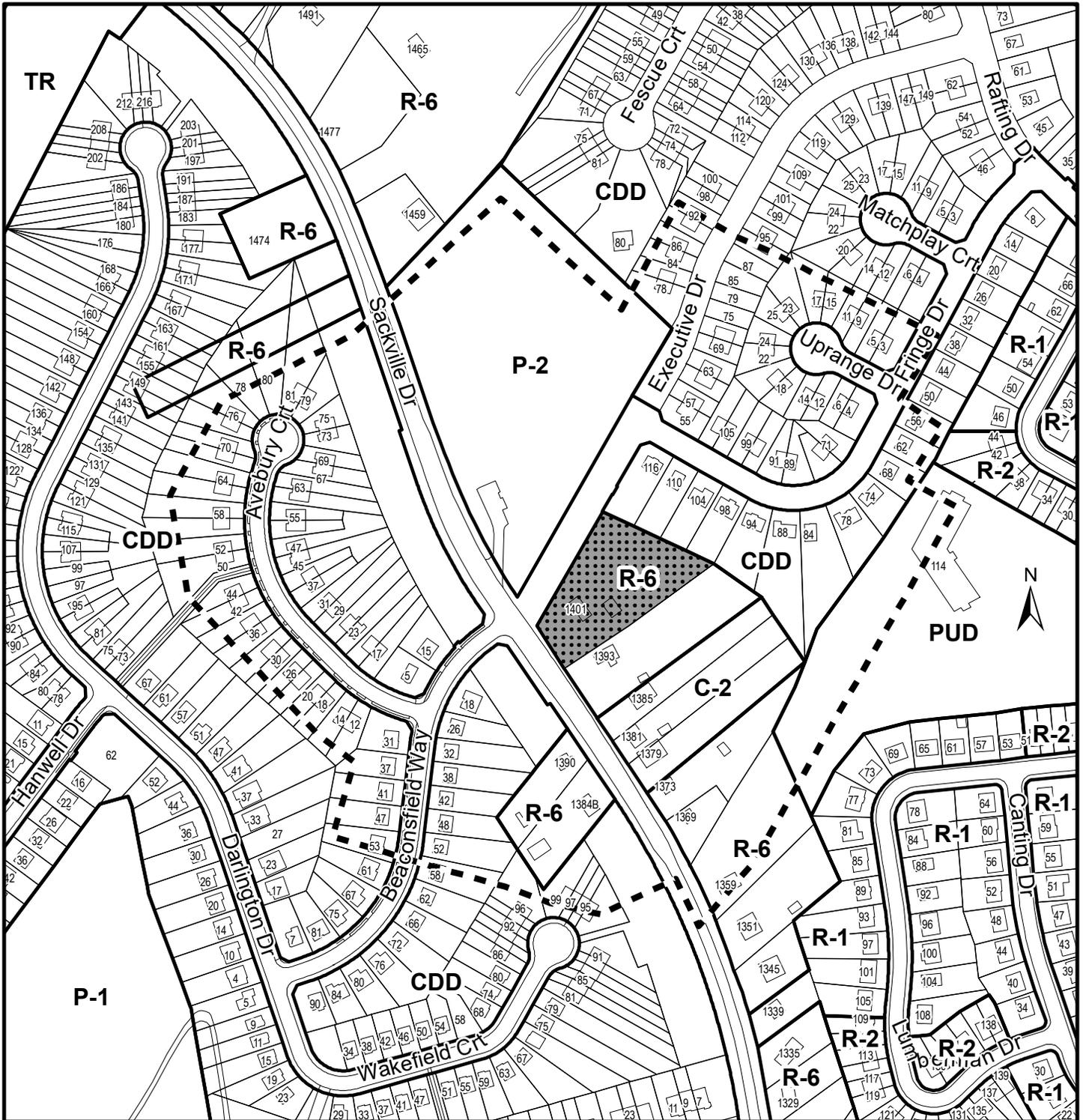
**Designation**

- RR Rural Residential
- UR Urban Residential

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.

Sackville  
Plan Area



## Map 2 - Zoning and Notification

1401 Sackville Drive

 Subject Property

 Area of Notification

Sackville  
Land Use By-Law Area

### Zone

- C-2 Community Commercial
- CDD Comprehensive Development District
- P-1 Open Space
- P-2 Community Facility
- PUD Plan Unit Development
- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-6 Rural Residential
- TR Transportation Reserve

**HALIFAX**

0 20 40 60 80 100 120 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:

**[PROPERTY OWNER]**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 1401 Sackville Drive, Middle 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 commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy UR-20 of the Sackville Municipal Planning Strategy and Section 3.6(a)(xiii) of the Sackville Land Use By-law;

**AND WHEREAS** the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 22334;

**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 Land Use By-law for Sackville and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Sackville Land Use Bylaw 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:

**AUTOMOTIVE TIRE SALE AND REPAIR OUTLET** means a building or part of a building on a lot used for the sale of tires and the repair and service of motor vehicles, which may include brake, tire, wheel alignment, and other specialized activities relating to the chassis but shall not include autobody shops or the manufacture or fabrication of motor vehicle parts for the purpose of sale.

## **PART 3: USE OF LANDS 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 22334:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site and Landscape Plan
Schedule C	Sackville Drive Elevation
Schedule D	Executive Drive 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:
- (a) A Lighting Plan in accordance with Section 3.7 of this Agreement; and
  - (b) A Landscape Plan in accordance with Section 3.8 of this Agreement.
  - (c) A surveyed plan of the property indicating the location of the watercourse buffer in accordance with Section 4.21 of the Land Use By-law.
- 3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer:
- (a) a letter prepared by a qualified professional certifying that all lighting has been installed according to the terms of this Development Agreement; and
  - (b) a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.2.3 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) Any use permitted within the C-2A (Minor Commercial) Zone, Automotive Tire Sale and Repair Outlet, and Restaurant – Full Service uses(s), subject to the provisions contained within the Land Use By-law for Sackville.

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 to the following:

- (a) lot coverage shall not exceed 15%;
- (b) the building shall be a minimum of 7 metres from the front and flanking lot lines;
- (c) all portions of the building above grade shall be a minimum of 4.5 metres from the side and rear lot lines; and
- (d) the maximum height of the building shall not exceed 10.6 metres;

### **3.5 Architectural Requirements**

3.5.1 The façades facing Sackville Drive and Executive Drive shall be designed and detailed as generally shown on the Schedules. Further, architectural treatment shall be continued around the sides of the building in their entirety.

3.5.2 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of any of the following:

- windows or doors;
- artwork, such as murals, textural plantings and trellises;
- architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane); or
- a change in building materials.

3.5.3 Exterior building materials shall not include:

- vinyl siding;
- plastic;
- plywood;
- unfinished concrete;
- cinder block; and
- exterior insulation and finish systems where stucco is applied to rigid insulation.

3.5.4 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

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

- 3.6.1 The parking area shall be sited as shown on Schedule B. The parking area shall maintain setbacks from the property lines as generally shown on the plan.
- 3.6.2 The parking area shall be hard surfaced and provide a minimum of 35 parking spaces.
- 3.6.3 The limits of the parking area shall be defined by landscaping or curb.

### **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. This shall be confirmed by a qualified professional.

### **3.8 Landscaping**

- 3.8.1 A privacy fence shall be installed along the internal property line, as shown on Schedule B.
- 3.8.2 All Landscape materials shall comply with the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard, and all landscape construction on the site shall conform to the Canadian Landscape Standard.
- 3.8.3 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 Landscape Plan shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.4 Notwithstanding Section 3.2.2, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.9 Maintenance**

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

### **3.10 Signs**

- 3.10.1 The sign requirements shall be in accordance with the Sackville Land Use By-law, as amended from time to time.

3.10.2 Ground signs are not permitted.

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

3.12.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Sackville Drive and Executive Drive and residential properties along the side and rear property lines. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.12.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Sackville Drive and Executive Drive or incorporated in to the architectural treatments and roof structure.

## **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 development 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 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 landscaping measures as detailed in Section 3.8 and on Schedule B;
  - (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement;
  - (c) The length of time for the completion of the development as identified in Section 7.5.1 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 4 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 issuance of a Building 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 6.1.1.

## **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 Municipal Planning Strategy and Land Use By-law for (Insert) 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 6 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 Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

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

### **8.1 Enforcement**

- 8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees

to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

## **8.2 Failure to Comply**

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

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

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

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(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.

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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 Sherryl Murphy, Acting 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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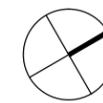
A Commissioner of the Supreme Court  
of Nova Scotia



1401 SACKVILLE DRIVE  
MIDDLE SACKVILLE, NS

SCHEDULE B  
SITE + PRELIMINARY LANDSCAPE PLAN

Project No.: 2018.02  
Scale: 1" = 30'-0"  
Date: 2 Jan 2020



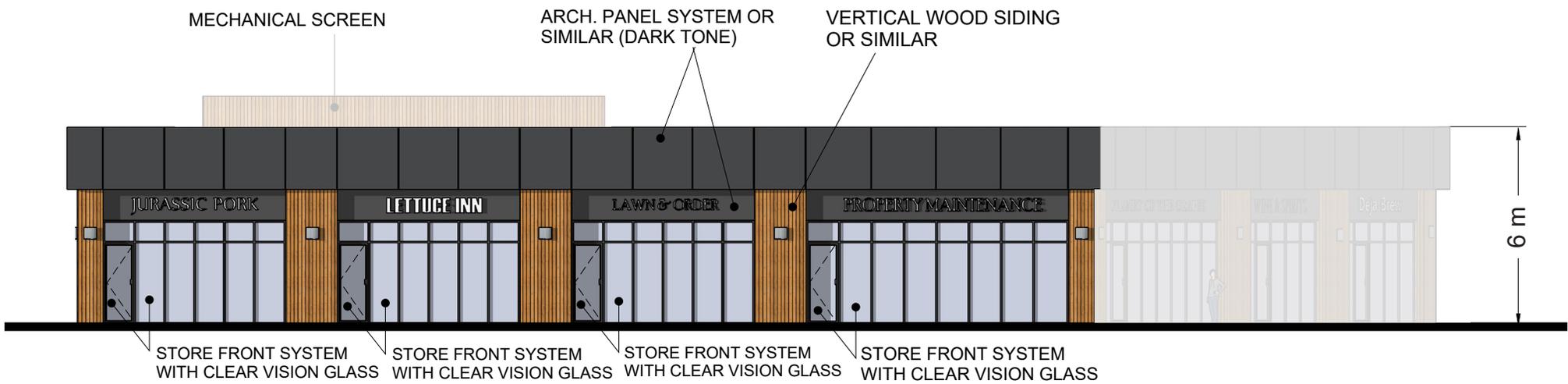
WM FARES  
ARCHITECTS





**SOUTHWEST ELEVATION**

<p>1401 SACKVILLE DRIVE MIDDLE SACKVILLE, NS</p>	<p><b>SCHEDULE C</b> <b>SACKVILLE DRIVE ELEVATION</b></p>	<p>Project No.: 2018.02 Scale: NTS Date: 15 Nov 2019</p>	<p>WM FARES ARCHITECTS</p>	<p><b>SK1</b></p>
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**NORTHWEST ELEVATION**

1401 SACKVILLE DRIVE  
MIDDLE SACKVILLE, NS

**SCHEDULE D**  
**EXECUTIVE DRIVE ELEVATION**

Project No.: 2018.02  
Scale: NTS  
Date: 15 Nov 2019

WM FARES  
ARCHITECTS

**SK2**

## Attachment B: Review of Relevant Sackville MPS Policies

Policy	Staff Comment
<p><b>Policy UR-20</b> Notwithstanding Policies UR-2 and RR-2, Council may consider permitting commercial service uses on properties west of Millwood Drive, within the Urban and Rural Residential Designations, according to the development agreement provisions of the Planning Act. In considering such agreements, Council shall have regard to the following:</p>	
<p>that the site has frontage on and direct access to Highway No. 1;</p>	<p>The site is located on the corner of Executive Drive and Sackville Drive (Highway No. 1). It has frontage and direct access to both streets.</p>
<p><i>(b) that the height, bulk, lot coverage and appearance building is compatible with adjacent land uses;</i></p>	<p>The property is surrounded by several different zones. A vacant lot, zoned P-2 (Community Facility) Zone is located to the north. To the east and west are CDD (Comprehensive Development District) and R-6 (Rural Residential) zoned lands that contain low density dwellings. To the south are R-6 and C-2 (Community Commercial) zoned lands that contain commercial uses (used car sales and a day care). Several multi-unit dwellings exist within a kilometer of the site.</p> <p>For this proposal, the building height, bulk, lot coverage, and appearance are compatible with the surrounding land uses. The proposed one-storey height relates to the surrounding one to two storey structures. The lot coverage is only 12.5%, and this coupled with the fact that the property is a corner lot helps reduce the perceived bulk of the building in comparison to the adjacent low-density residential buildings. The appearance incorporates a mix of materials with clear glass storefront glazing and all parking is located at the rear of the building.</p>
<p><i>(c) that adequate provision is made for buffering and screening from adjacent residential properties and travelling public;</i></p>	<p>Landscaping is required as shown on Schedule B of the proposed development agreement, which includes vegetation along the perimeter of the site. There is significant existing vegetation at the rear of the property buffering it from the adjacent low-density residential uses. Although the immediate neighbour to the south is currently a commercial business, it is zoned</p>

	R-6 and could be reverted back to a residential use in the future. To address this, additional landscaping is provided along the south property line along with a proposed privacy fence. Additionally, to mitigate light pollution, Section 3.7 of the agreement requires all light to be diverted away from the streets, adjacent lots, and buildings. The agreement requires that this is confirmed by a qualified professional.
<i>(d) that site design features, including landscaping, signage, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent development, and to provide for the needs of users of the developments;</i>	Site access and driveways have been assessed by the traffic consultant through the traffic impact statement and confirmed by HRM Engineering. The parking area is located at the rear of the property and significantly buffered from the adjacent residential properties thus reducing potential impacts on adjacent development.
<i>(e) that appropriate controls are established, as authorized by the Planning Act, to address environmental concerns, including stormwater controls, based on a report from the appropriate municipal, provincial and/or federal government authority; and</i>	The development agreement requires a stormwater management plan, erosion and sediment control plan, and a site disturbance plan to be submitted prior to commencement of any site work to ensure all municipal and provincial standards are met at permitting, including the adherence to the watercourse buffer requirements of the Regional Plan.
<i>(f) the provisions of Policy IM-13.</i>	See below

<b>Policy</b>	<b>Staff Comment</b>
<b>Policy IM-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:	
<i>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by laws and regulations;</i>	The proposed commercial building is in conformance with the requirements of the planning strategy with further controls to be provided in the proposed development agreement to ensure the development meets the intent of applicable policies and other standards.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	

<i>(i) the financial capability of the Municipality is to absorb any costs relating to the development;</i>	No Municipal costs are anticipated.
<i>(ii) the adequacy of sewer and water services and public utilities;</i>	Halifax Water has reviewed the application and has not raised any issues. The proposed development agreement requires that all water, wastewater, and stormwater design shall reference the latest version of the Halifax Water's Design and Construction Specifications and detailed servicing plans shall be provided with the building permit application.
<i>(iii) the adequacy and proximity of schools, recreation and other public facilities;</i>	The proposal does not have a residential component that would otherwise require consideration of these factors.
<i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i>	In general, the conclusions of the traffic report are reasonable, and the new vehicle trips associated with the proposed development should be accommodated by the existing traffic infrastructure.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	No historic buildings or sites have been identified.
<i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
<i>(i) type of use;</i>	<p>The site is located within a residential zone under the Urban Residential designation, however, the proposed uses are permitted by development agreement under policy UR-20.</p> <p>These enabling development agreement policies have various requirements to ensure that the development is compatible with the surrounding uses. See UR-20(b) above.</p>
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	Addressed in UR-20 (b) above
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	<p>See IM-13(b)(iv) above.</p> <p>Parking is considered adequate and is located appropriately to reduce conflict with adjacent properties.</p>
<i>(iv) open storage;</i>	No open storage has been proposed.

<p>(v) <i>signs; and</i></p>	<p>Sign requirements are determined within the proposed development agreement to ensure that the commercial use signage arrangement for multiple tenants does not detract from the established character of the surrounding uses. No ground signs are permitted.</p>
<p>(vi) <i>any other relevant matter of planning concern.</i></p>	<p>N/A</p>
<p>(d) <i>that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;</i></p>	<p>The site is relatively flat. Final construction and site development will require compliance with standards as outlined in the proposed development agreement, applicable standards of the LUB, the Building By-law and other applicable codes to ensure the permitted uses are deemed safe and are not detrimental to the site or adjacent uses. An erosion and sedimentation plan, a site disturbance plan, and a detailed stormwater management plan are a requirement of the proposed development agreement.</p>
<p>(e) <i>any other relevant matter of planning concern; and</i></p>	<p>N/A</p>
<p>(f) <i>Within any designation, where a holding zone has been established pursuant to Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the Infrastructure Charges Policies of this MPS.</i></p>	<p>Not within a holding zone and land subdivision is not part of the proposal.</p>

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case 22334**

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

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**Wednesday, August 15, 2019**

**7:00 p.m.**

**Sackville Heights Community Centre - Silver and Gold Room**

**STAFF IN**

**ATTENDANCE:** Dean MacDougall, Planner, HRM Planning and Development  
Holly Kent, Planning Technician, HRM Planning and Development  
Tara Couvrette, Planning Controller, HRM Planning and Development

**ALSO IN**

**ATTENDANCE:** Cesar Saleh, WM Fares Architects

**REGRETS:** Councillor Lisa Blackburn, District 14

**PUBLIC IN**

**ATTENDANCE:** Approximately 6

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

**1. Call to order, purpose of meeting – Dean MacDougall**

**D. MacDougall** is the Planner and Facilitator for the application and introduced HRM Staff members and the Applicant.

Case 22334 - Application by WM Fares requesting to enter into a development agreement to allow for commercial uses at 1401 Sackville Drive, Middle Sackville.

The purpose of the Public Information Meeting (PIM) is to:

- Identify the proposal site and highlight the proposal;
- Give the Applicant an opportunity to present the proposal; and
- Receive public feedback and input regarding the proposal that will be used to prepare the staff report and go forward with this application.

No decisions are made at the PIM or have been made up to this point.

**2. Presentation of Proposal – Dean MacDougall**

**D. MacDougall** gave a brief presentation of the proposal for the property located at 1401 Sackville Dr., Middle Sackville outlining the status of the application, the Applicant's request for a development agreement, site context of the subject land, the proposal (site plan, building elevations, landscape plan), the land designation (Urban Residential) and enabling Planning Policy [UR-20 (Requires a development agreement to permit commercial service uses)] within the Sackville Municipal Planning Strategy and the Zoning [R-6 (Rural Residential) Zone] within the Sackville Land Use By-law (LUB).

## **Presentation of Proposal – Cesar Saleh, WM Fares Architects**

**C. Saleh** presented their proposal for the subject properties outlining the planning context/site plan, photos of the proposed building and the building elevations.

### **3. Questions and Comments**

**Susan Morris, Sackville Dr.**, has concerns of what could be built there and the type of businesses will be in this location and why this property. Also, how will this affect the property values. **C. Saleh** explained how in a development agreement the types of uses can be noted and because it is a legal document it would have to be adhered to. They would like to make sure any uses at this location are also compatible with the community.

**Dallas McDonald, Avebury Court**, likes this proposal, the design and believes there was a lot of thought put into this. Would just like to make sure that any businesses that go in there are stores that she wouldn't mind her kids walking by.

**Finley Evong, Sackville Dr.**, Is friends with the land owner, they have a good reputation and will make sure the project is done right.

**Councillor Blackburn**, wanted to know if a Traffic Impact Study has been completed.

**D. MacDougall & C. Saleh** stated it was already done.

### **4. Closing Comments**

**D. MacDougall** thanked everyone for coming and expressing their comments.

### **5. Adjournment**

The meeting adjourned at approximately 7:25 p.m.