



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

Item No. 13.1.1
North West Community Council
March 8, 2021

TO: Chair and Members of North West Community Council

SUBMITTED BY:



- Original Signed -

Kelly Denty, Executive Director of Planning and Development

DATE: February 12, 2021

SUBJECT: **Case 22703: Amendments to Development Agreement for lands on Walker Service Road, Lower Sackville**

ORIGIN

Application by WM Fares Architects, on behalf of Cascade Property Group Ltd.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed amending development agreement, as set out in Attachment A, to permit two 56-unit apartment buildings, two single-unit dwellings and public parkland at 26 and 34 Walker Service Road, and lands with PID 40699829 and 40124398, Lower Sackville and schedule a public hearing;
2. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the amending development agreement be signed by the property owner within 240 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

WM Fares Architects have applied on behalf of Cascade Property Group Limited to amend an existing development agreement on 4 parcels of land on Walker Service Road, Lower Sackville to change from 1 multi-unit residential building with 52 units and 34 townhouse units on a new public street to two 56-unit apartment buildings and two single-unit dwellings, for a total of 114 units on the site.

Subject Site	26 and 34 Walker Service Road, Lower Sackville (4 PID # 40695561, 40706822, 40699829 and 40124398)
Location	Southwest of Old Sackville Road and Highway #101
Regional Plan Designation	Urban Settlement and Rural Commuter
Community Plan Designation (Map 1)	Rural Residential (RR), Sackville Municipal Planning Strategy (MPS)
Zoning (Map 2)	Comprehensive Development District (CDD) Zone, Sackville Land Use By-law (LUB)
Size of Site	4.15 hectares (10.25 acres) +/-
Street Frontage	Approx. 280 metres (920 feet) on Walker Service Road
Current Land Use(s)	Existing vacant industrial buildings, storage use (empty construction bins), 2 existing houses, some tree cover
Surrounding Use(s)	Low-density residential uses to the east, north and west; Wooded land to the south owned by DND.

Existing Development Agreement

In July of 2016, the North West Community Council approved a development agreement (Attachment B) for the site which allowed for the following:

- A 4-storey, 52-unit apartment building;
- 34 townhouses on a new public street (cul-de-sac);
- Public park of approximately 17,960 square feet in area; and
- A single-unit dwelling at Civic No. 34.

Proposal Details

The applicant proposes to construct two 56-unit apartment buildings and retain the two existing house lots on the property at Civic No. 26 and 34 (Schedule B1 of Attachment A). Details of the proposal are as follows:

- Two apartment buildings are to be located on separate lots;
- There will be underground parking for each unit and surface parking for tenants and visitors, with a total parking ratio of 1.5 spaces per unit;
- The apartment sites will have landscaped areas, open amenity space for residents and tree retention requirements near the east and west side property lines that abut existing houses;
- One driveway will be located off Walker Service Road to replace two existing ones, resulting in one less driveway overall. The new driveway will be utilized by both apartment buildings and one of the existing single-unit dwellings;
- The two existing houses at civic numbers 26 and 34 will be retained and will comply with the R-6 (Rural Residential) Zone of the LUB and may be repaired, renovated or replaced;
- A 3-year time extension to allow for detailed design and commencement of construction of the current proposal; and
- There is an increase in the total population density (9%) over that permitted in the existing agreement. Also, the proposed public street (cul-de-sac) to access the townhouses in the existing agreement has been eliminated.

Enabling Policy and LUB Context

The subject property is designated Rural Residential under the Sackville Municipal Planning Strategy (MPS) and is zoned CDD (Comprehensive Development District) under the Sackville Land Use By-law (LUB). The

CDD Zone enables the development agreement process for comprehensively planned developments which may include a mix of residential, community facility and local commercial uses.

The proposal is being considered pursuant to Policy UR-10 which in this case allows for a mix of residential uses including the proposed single-unit and multiple-unit dwellings through the development agreement process (Attachment C).

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 (100 unique webpage views), signage posted on the subject site and 46 letters mailed to property owners/ residents within the notification area in June of 2020. The public comments received (6 emails and 3 phone calls) include the following topics:

- Concerns regarding traffic and safety, especially at intersection of Walker Service Road and Old Sackville Road. Specific reference was made to avoiding vehicle access at the back of the site to Brian Drive;
- Concerns that people will park on the street and there are no pedestrian sidewalks;
- No additional apartments wanted, not in favour of changing agreement, or would rather townhouses or duplexes;
- Concern with increasing density and proposal to remove public park;
- Concerns regarding blasting and construction noise;
- Concern that taxes (or assessments) may go up in the neighbourhood, another concern that property values may go down; and
- That the development will not adversely affect the Sackville River.

A public hearing must be held by North West Community Council before it can consider approval of the proposed amending 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.

North West Planning Advisory Committee

On November 4, 2020, the North West Planning Advisory Committee (PAC) recommended that the application be approved without conditions. A report from the PAC to Community Council will be provided under separate cover. The proposed amending agreement which PAC recommended included a public park component. However, there is no legislative authority under the Regional Subdivision By-law or the *HRM Charter* for Community Council to require or accept parkland. This is discussed in further detail below.

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 C provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Proposed Development Agreement

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

- Permitted land uses are limited to two 56-unit apartment buildings, two houses at Civic No. 26 and 34, accessory uses/ structures and other uses permitted in the R-6 zone of the Land Use By-law;

- The location of the apartment buildings on the site, which include large setbacks from existing residential dwellings abutting the site. The exterior design and building height will be the same as that permitted under the original agreement, with a maximum height of 4 storeys;
- Landscaped amenity areas for residents surrounding the apartment buildings and tree retention (non-disturbance) areas primarily along the site's side property lines to the east and west;
- Subdivision approval for the boundary line alteration between the two multiple unit dwellings;
- Revised site access and parking requirements; and
- The two houses at Civic No. 26 and 34 will comply with the R-6 (Rural Residential) zone of the LUB.

The proposed amending development agreement (Attachment A) will permit the proposed residential buildings, subject to the controls identified above. Of the matters addressed by the proposed amending agreement to satisfy the MPS criteria (Attachment C), the following have been identified for detailed discussion.

Land Use Compatibility

The property is adjacent to low-density residential development to the east on Walker Service Road/ Old Sackville Road and to the west on Scott Edward Drive. The proposed apartment buildings will be set back approximately 175 feet or more from the side property lines in common with adjacent residential development. In contrast, the existing agreement allows for townhouses with minimal rear yard setbacks from properties on Scott Edward Drive. The apartment buildings are limited to 4 storeys in height. There are non-disturbance areas near the east and west side property lines that abut existing houses and new trees will be planted in these areas as needed to provide additional visual screening. Therefore, the change to a second apartment building is not anticipated to have adverse land use impacts.

Density and Servicing

The proposal involves an increase in population density by approximately 9%, resulting in an overall site density of approximately 22 persons per acre (ppa). This density is in keeping with developments located in 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.

The developer is responsible for all costs related to servicing, including undertaking a capacity analysis of the existing service system and entering into a Halifax Water Systems Agreement to extend the services to the property from Old Sackville Road. The proposal has been reviewed by Halifax Water and no concerns have been raised, however detailed servicing requirements will be reviewed and confirmed at the permitting stage.

Traffic and Driveways

The original proposal included a new public street (cul-de-sac) to access the 34 townhouses and apartment building. The current application proposes two apartment buildings off one driveway, which will eliminate one of the existing driveways on site. A revised traffic impact statement addendum 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. The TIS addendum was reviewed by staff and found acceptable.

Park Dedication

The existing development agreement includes provision for a subdivision of land that triggers a parkland contribution pursuant to the *HRM Charter*. The amended proposal no longer includes a statutory requirement for parkland because the only subdivision associated with this file is a boundary line adjustment that creates no additional lots. During public engagement for this case, the community identified a desire for local parkland at this location. In response, the developer included a public park component as part of the proposed DA amendment process and the North West PAC subsequently recommended approval of the proposal. However, staff have further reviewed this matter and advise Community Council that there is

no legislative authority under the Regional Subdivision By-law or the *HRM Charter* to require or accept parkland. Therefore, the park component has been removed from the proposal.

Timeframe for signing of Agreements

The COVID-19 pandemic has resulted in difficulties in having legal agreements signed by multiple parties in short periods of time. To recognize this difficulty these unusual circumstances presents, staff are recommending extending the signing period for agreements following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.

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 amending development agreement contains mechanisms that provide site design controls which address any visual effects on adjacent residential uses and address any technical or environmental concerns. 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 2020-2021 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

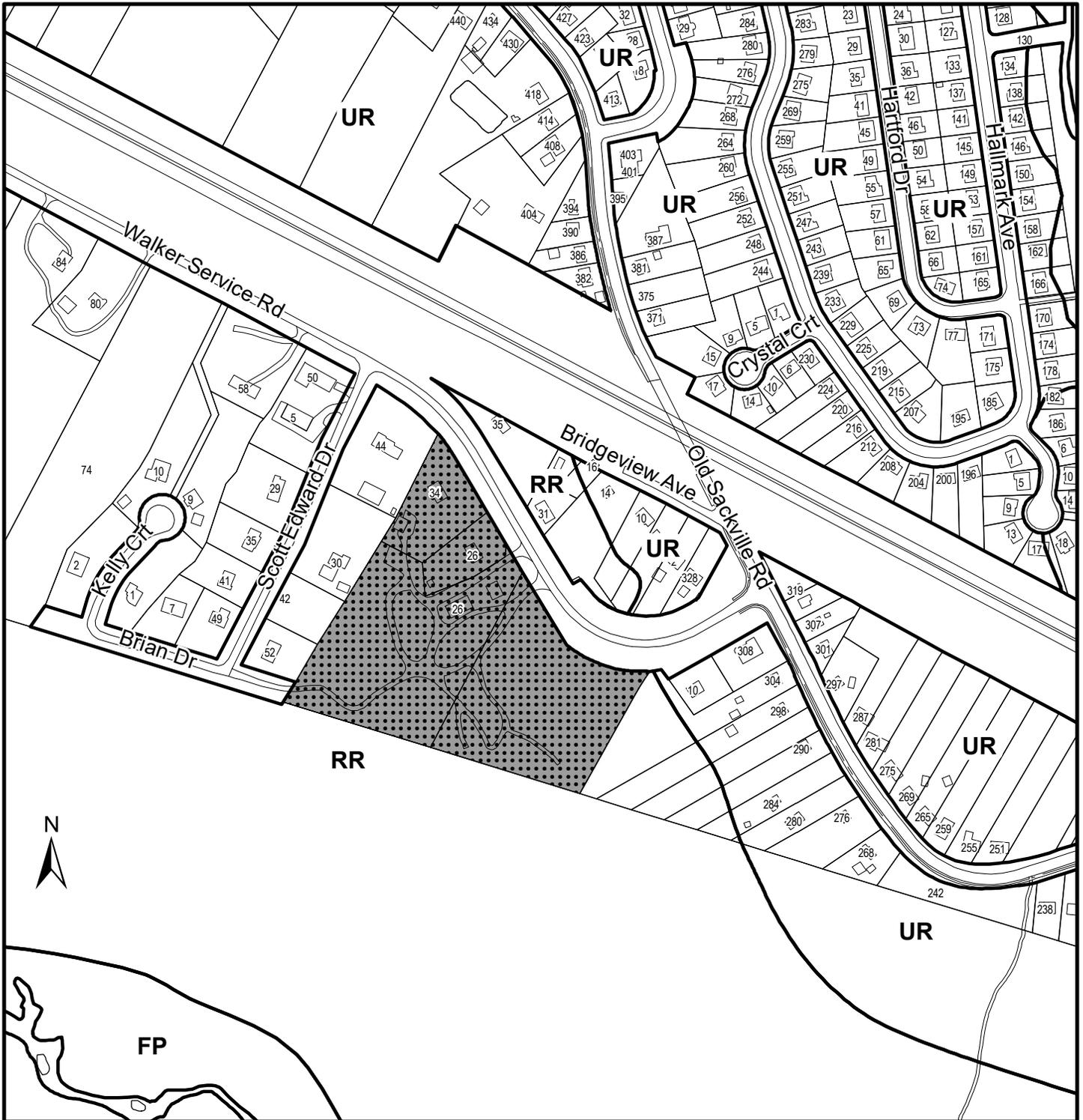
1. North West Community Council may choose to approve the proposed amending development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development 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 amending 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
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Original Development Agreement (Text and Schedules Only)
Attachment C:	Review of Relevant Policies of the Sackville Municipal Planning Strategy

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

Report Prepared by: Paul Sampson, Planner II, 902.717.8125



Map 1 - Generalized Future Land Use

26 Walker Service Rd,
Lower Sackville

HALIFAX

 Area for a Amendment to an existing Development Agreement

Designation

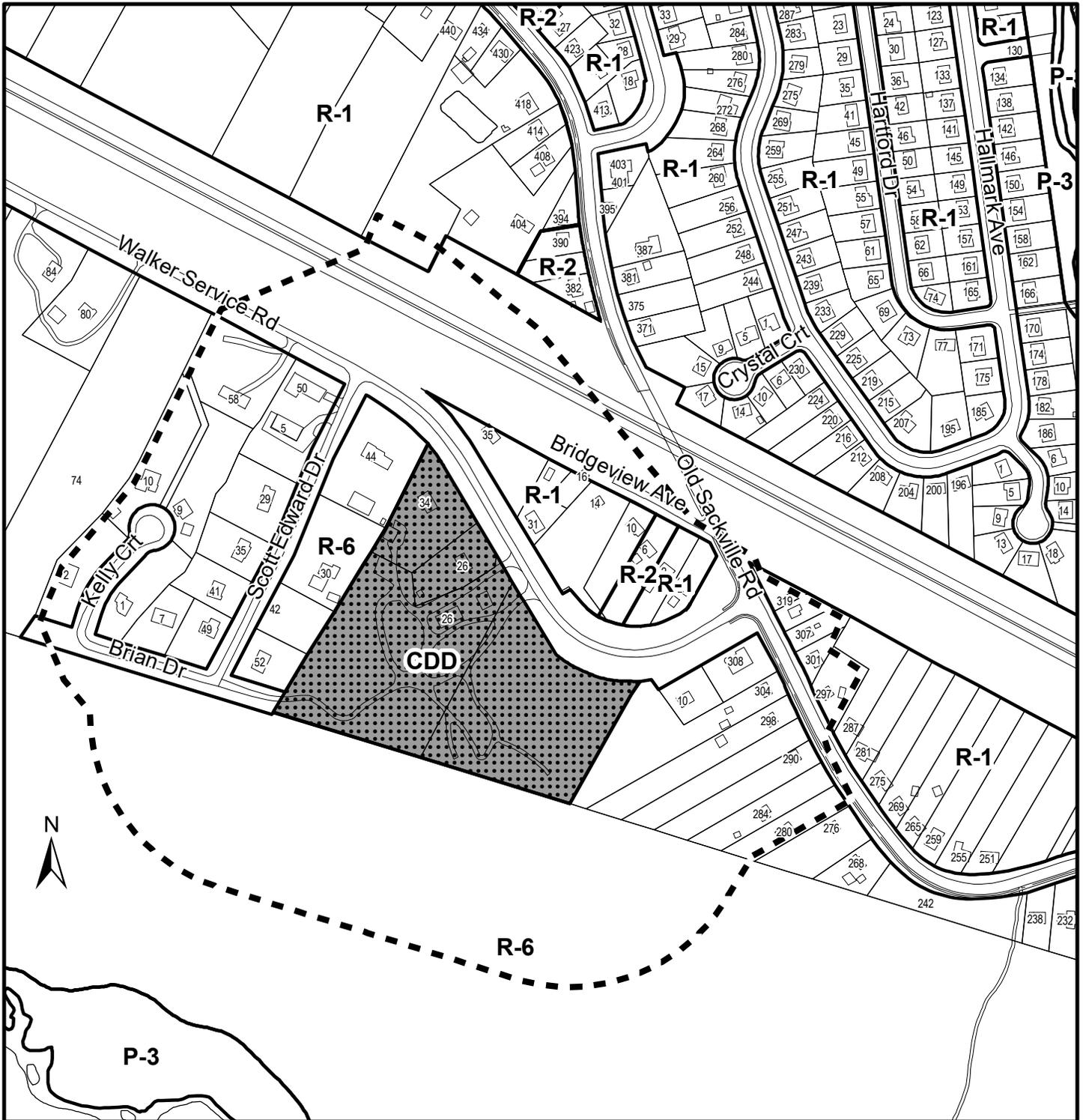
- RR Rural Residential
- UR Urban Residential
- FP Floodplain



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

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

Sackville Plan Area



Map 2 - Zoning and Notification

26 Walker Service Rd,
Lower Sackville

HALIFAX

 Area for a Amendment to an existing Development Agreement

Zone

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-6 Rural Residential
- P-3 Floodplain
- CDD Comprehensive Development District



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

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

Sackville Land Use Bylaw

Attachment A: Proposed Amending Development Agreement

THIS FIRST AMENDING DEVELOPMENT AGREEMENT made this day of , 2021,

BETWEEN:

[Insert Name of Corporation/Business LTD.],
a body corporate, in the Province of Nova Scotia,
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 34 and 26 Walker Service Road, Lower Sackville [PID# 40695561, 40706822, 40699829, 40124398], and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the North West Community Council approved an application to enter into a Development Agreement to allow for the development of townhouses, a multiple unit dwelling, and a single unit dwelling on the lands on July 11, 2016 (municipal case 19056), 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 which said Development Agreement was registered at the Land Registry Office in Halifax on October 18, 2016 as Document #109750811 (hereinafter called the "Original Agreement"), and which applies to the Lands;

AND WHEREAS the Developer has requested amendments to the Original Agreement to allow for the replacement of the 34 townhouse units with a multiple unit dwelling, pursuant to the provisions of the *Halifax Regional Municipal 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 Bylaw;

AND WHEREAS the North West Community Council approved this request at a meeting held on **[INSERT DATE]**, referenced as Municipal Case **22703**;

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

-
1. Except where specifically varied by this First Amending Agreement, all other conditions and provisions of the Original Agreement, as amended, shall remain in effect.
 2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement, and the Original Agreement.

3. Section 3.1 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in **bold**, as follows:

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 and Case Number 22703:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule B1	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

4. The Original Agreement shall be amended by deleting the following Schedule:

Schedule B Site Plan

And inserting the following Schedule:

Schedule B1 Site Plan (attached)

5. The Original Agreement shall be amended by deleting all text references to “Schedule B” and replacing them with reference to “Schedule B1”.
6. The Original Agreement shall be amended by deleting all text references to “multiple unit dwelling” and replacing them with reference to the plural “multiple unit dwellings”.
7. Section 3.3 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in **bold**, as follows:

~~3.3 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 5 residential units;~~
- ~~_____ (c) a single unit dwelling located at 34 Walker Service Road; and~~
- ~~_____ (d) accessory uses and structures to the above main uses.~~

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

- (a) 2 multiple unit dwellings each containing a maximum of 56 residential units;**
- (b) Uses permitted in the R-6 (Rural Residential) zone of the Land Use By-law located at 26 Walker Service Road (PID 40695561) and 34 Walker Service Road (PID 40706822); and**
- (c) accessory uses and structures to the above main uses and uses permitted under Part 4 of the Land Use By-law (General Provisions For All Zones).**

8. Section 3.5 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the following text as shown in **bold**:

3.5 ~~Siting and Architectural Requirements for the Townhouses~~ **Single Unit Dwellings**

~~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.~~

3.5.1 The lots containing the existing single unit dwellings, identified as 26 Walker Service Road (PID 40695561) and 34 Walker Service Road (PID 40706822) on Schedule B1, may be serviced by on-site sewer and may undergo subdivision or boundary line alterations pursuant to the Regional Subdivision By-law and the Sackville Land Use By-Law. The dwellings may be renovated, expanded, altered, repaired or replaced, and shall meet the requirements of the R-6 (Rural Residential) Zone of the Sackville Land Use By-Law and the requirements of the Regional Subdivision By-law, as amended from time to time.

9. Section 3.6 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the following text as shown in **bold**:

3.6. Subdivision of the Lands

3.6.1 An application for final subdivision **for the boundary line alteration between the two multiple unit dwellings** 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 lots containing the multiple unit dwellings shall be located as generally shown on Schedule B1.

~~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 on-site sewer 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.~~

10. Section 3.7 of the Original Agreement shall be deleted in its entirety by deleting the text shown in strikeout, and inserting the following text as shown in bold:

3.7 Parkland Dedication (**Deleted**)

3.7.1 **Intentionally Deleted** ~~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 found in the Regional Subdivision By-Law.~~

3.7.2 **Intentionally Deleted** ~~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 **Intentionally Deleted** ~~The Developer agrees that any outstanding parkland dedication at the final subdivision stage will be in the form of cash, site preparation, or site development or any combination of cash, site preparation and site development.~~

11. Section 3.8.3 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold, as follows:

3.8.3 The outdoor parking area for the multiple unit dwellings shall be located as generally shown on Schedule B and shall contain a maximum of **56** ~~26~~ parking spaces. All other required parking spaces for the multiple unit dwellings shall be located underground.

12. Section 3.8.5 of the Original Agreement shall be deleted in its entirety by deleting the text shown in strikeout, and inserting the following text as shown in bold:

3.8.5 **Intentionally Deleted** ~~The driveway accesses for the townhouses shall be grouped in a manner as generally shown on Schedule B.~~

13. Section 3.12 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold, as follows:

3.12 Signs

A maximum of one ground sign shall be permitted at the **driveway** entrance to **Walker Service** Road-A, shown on Schedule B, to denote the ~~community or subdivision name~~ **of the development**. 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.

14. Section 4.2 of the Original Agreement shall be deleted in its entirety by deleting the text shown in strikeout, and inserting the text shown in bold, as follows:

4.2 **Intentionally Deleted** ~~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.~~

15. Section 7.3.1 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold, as follows:

7.3.1 In the event that development on the Lands has not commenced within ~~five (5)~~ **three (3)** years from the date of registration of ~~this~~ **the First Amending** 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.

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: _____

—

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: _____

—

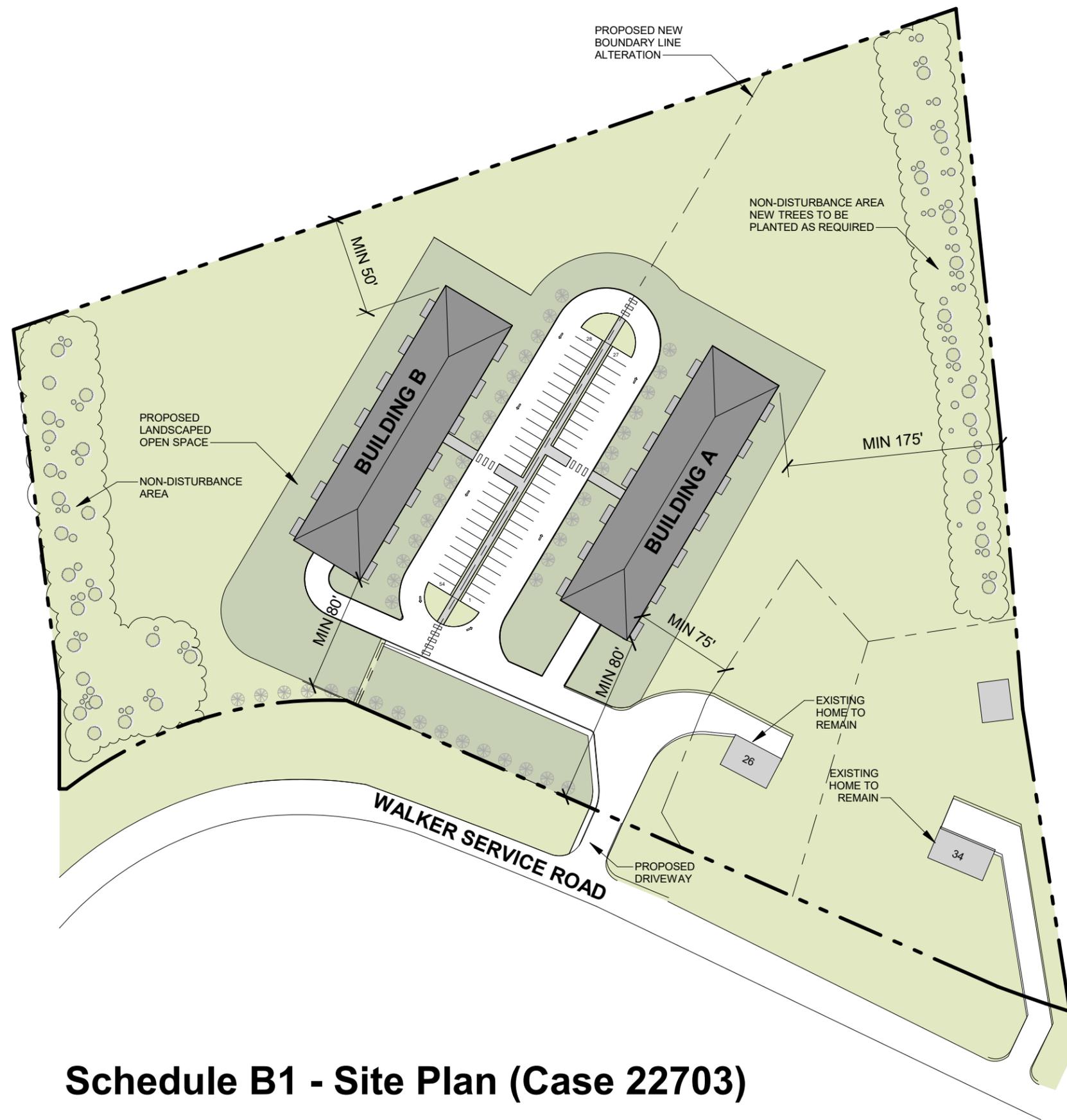
MAYOR

Witness

Per: _____

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MUNICIPAL CLERK



PROJECT DATA	
LOT AREA:	10.4 ACRES
BUILDING A:	
• 4 STOREYS	
• 56 UNITS	
• 56 U/G PARKING SPOTS	
BUILDING B:	
• 4 STOREYS	
• 56 UNITS	
• 56 U/G PARKING SPOTS	
EXTERIOR PARKING:	
• 54 PARKING SPOTS TOTAL	

NOTE: LANDSCAPE PLAN TO BE PROVIDED BY LANDSCAPE ARCHITECT AT BUILDING PERMIT STAGE.

Schedule B1 - Site Plan (Case 22703)

<p>WALKER SERVICE ROAD SACKVILLE, NS</p>	<p>SITE PLAN</p>	<p>Project No: 2019-13 Scale: 1" = 100'-0" Date: 12/23/2020 10:31:16 AM</p>		<p>WM FARES ARCHITECTS</p>	<p>D01</p>
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Attachment B: Original Development Agreement (Text and Schedules Only)

THIS AGREEMENT made this ____ day of _____ 20__,

BETWEEN:

CASCADE PROPERTY GROUP LIMITED

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 July 11, 2016, 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 Prior to the 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 on-site sewer 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 found in 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 Prior to issuance of the 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, above the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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 prior to the 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: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

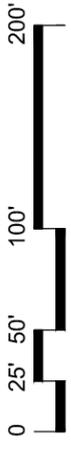
A Commissioner of the Supreme Court
of Nova Scotia

Schedule B: Site Plan



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

PID 40158305

PID 40160681

PID 40105181

PID 4011866

HRM ROW
 BRIAN DRIVE

WALKER SERVICE ROAD

SCOTT EDWARD DRIVE

PARK AREA
 ± 17,963 SF

MUR

LANDSCAPING/
 FLOWER BED
 (TYP.)

BIKE PARKING

RAMP

PARKING: 26

TREE BUFFER

36'-0"
 NON-DISTURBANCE
 AREA

NON-DISTURBANCE
 AREA

OLD
 SACKVILLE
 ROAD

CIVIC 34
 TO REMAIN

GARAGE

WALKER SERVICE ROAD

ROAD "A"

HRM WALKWAY

RAMP

PARKING: 26

TREE BUFFER

36'-0"
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 FLOWER BED
 (TYP.)

BIKE PARKING

RAMP

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ROAD "A"

HRM WALKWAY

MUR

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



A2

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

WM EXPRES
G R O U P

A3

Attachment C: Review of Relevant Policies of the Sackville Municipal Planning Strategy

Policy	Staff Comment
<p>Policy RR-3 <i>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 comprehensive residential developments according to Policies UR-4, UR-5 or UR-6, 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.</i></p>	<p>The proposal is a comprehensive residential development which proposes two multi-unit dwellings and the retention of two existing single-unit dwelling lots which front on Walker Service Road, pursuant to Policy UR-10.</p>
<p>Policy UR-10 <i>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:</i></p>	
<p>(a) the types of land uses to be included in the development;</p>	<p>The proposed amendments to the agreement involve replacing townhouses and a public street with a second apartment building and one additional single-unit dwelling. While the existing agreement includes townhouses abutting the back yards of existing properties on Scott Edward Drive with minimal rear-yard setbacks, the proposed apartment building would be set back approximately 175 feet from the property line, with a similar setback from the other side property line to the east as well. In addition, there are non-disturbance areas near the east and west side property lines that abut existing houses and new trees will be planted in these areas as needed to provide additional visual screening. Therefore, the change to a second apartment building will not have adverse land use impacts. See below Policy IM-13 c) i) and ii).</p>

<p><i>(b) the general phasing of the development relative to the distribution of specific housing types or other uses;</i></p>	<p>There is no proposed phasing of the development.. The amending agreement allows flexibility in the timing of final subdivision for the boundary line alteration between the two proposed multiple unit dwellings.</p>
<p><i>(c) the distribution and function of proposed public lands and community facilities;</i></p>	<p>No public lands or facilities are proposed. New public parkland was approved under the existing agreement and was proposed as part of this application. However, staff have determined that since the proposed subdivision of land only involves a boundary line alteration and no additional lots are being created, there is no authority under the Regional Subdivision By-law for Community Council to require or accept parkland.</p>
<p><i>(d) any specific land use elements which characterize the development;</i></p>	<p>Approximately two thirds of parking will be located underground. Private landscaped areas will surround the apartment buildings and walkways are proposed to link the buildings and the parking areas to the landscaped areas. The proposed apartment building will have a substantial setback (approx. 175 feet) from the property line abutting low-density residential. As noted, there are non-disturbance areas near the east and west side property lines that abut existing houses and new trees will be planted in these areas as needed to provide additional visual screening. The appearance and materials of the multi-unit dwellings are addressed in the text and schedules of the existing agreement.</p>
<p><i>(e) matters relating to the provision of central sewer and water services to the development;</i></p>	<p>Municipal central services exist within the Old Sackville Road right-of-way. Halifax Water systems currently do not front this property. The applicant is required to enter into a Halifax Water Systems Agreement to extend the services to the property. The developer is responsible for all costs related to servicing. The proposal has been reviewed by Halifax Water and no concerns have been raised. Detailed servicing requirements will be reviewed and confirmed at the permitting stage.</p>

<i>(f) provisions for the proper handling of stormwater and general drainage within and from the development;</i>	General clauses in the agreement related to servicing and stormwater will address this. Stormwater and drainage will be 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>	None identified - Refer to IM-13 below.
<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 Planning Act.</i>	This application involves substantive amendments to the existing development agreement. The elements and matters listed above can be dealt with in the agreement if deemed necessary by Council.

Policy	Staff Comment
Policy IM-13 <i>In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:</i>	
<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 development 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. The developer will be responsible for costs related to the proposed development.
<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. As noted above, Halifax Water systems currently do not front this property. The applicant is required to enter into a Halifax Water Systems Agreement to extend the services to the property. The developer is responsible for all costs related to servicing. All water, wastewater, and stormwater design will reference the latest version of the Halifax Water's Design and Construction Specifications and detailed servicing plans and analyses will be provided with the building permit application.

<i>(iii) the adequacy and proximity of schools, recreation and other public facilities;</i>	There are adequate community facilities in proximity to the site.
<i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i>	A revised Traffic Impact Statement (TIS) addendum (February 2020) has been submitted, which was an update of a TIS addendum from July 2014. The TIS 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. The TIS has been reviewed by HRM Development Engineering and found to be acceptable.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	No historic buildings or sites have been identified.
<i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
<i>(i) type of use;</i>	The proposed apartment buildings have generous setbacks from the side property lines in common with low-density residential development and visual screening in these areas to ensure that the development is compatible with the surrounding uses. Refer to policy UR-10 a) and d) above.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	Complies. Existing clauses and schedules in the agreement limit the height of the apartment buildings to 4 storeys and limit the footprint (lot coverage) and bulk (Schedules C1, C2 and C3). Refer also to policies UR-10 a) & d) above.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	A TIS addendum and site plan were reviewed by staff and deemed acceptable. The two apartment buildings and one of the single dwellings will be serviced by <u>one</u> driveway instead of the two existing driveways, thereby reducing the number of driveways on the site by one. The access/egress will be reviewed in more detail at the permitting stage. Parking will be provided at a ratio of 1.5 spaces per dwelling unit. Refer also to policy IM-13 (b) iv) above.
<i>(iv) open storage;</i>	This is addressed under general clauses in the agreement, including the screening of refuse containers, propane tanks and electrical

	transformers and the allowance for a temporary construction building for storage of materials.
(v) <i>signs; and</i>	One ground sign is permitted at the driveway entrance which includes the name of the development.
(vi) <i>any other relevant matter of planning concern.</i>	N/A
(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>	The site is relatively flat and there are no watercourses or wetlands. 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. An erosion and sedimentation plan is a requirement of the proposed development agreement and stormwater management will comply with the requirements of HRM and Halifax Water.
(e) <i>any other relevant matter of planning concern; and</i>	N/A
(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>	N/A