



P.O. Box 1749  
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**Item No. 13.1.2**  
**North West Community Council**  
**January 17, 2022**

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

**SUBMITTED BY:** - Original Signed -  
Peter Duncan, Acting Executive Director Planning and Development

**DATE:** December 14, 2021

**SUBJECT:** **Case 23058: Development Agreement for vacant lot on Sackville Drive at Millwood Drive (PID 40109308), Middle Sackville**

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**ORIGIN**

Application by KVM Consultants Ltd. on behalf of the property owner Marchand Developments 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 development agreement, as set out in Attachment A, to develop two multiple unit residential buildings on Sackville Drive, Middle Sackville and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the agreement be signed by the property owner within 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**

KVM Consultants Ltd., on behalf of the property owner Marchand Developments Ltd., is applying to construct two multiple unit residential buildings, each containing 50 units and being 4-storeys in height, on vacant land on Sackville Drive near the intersection with Millwood Drive, Middle Sackville.

<b>Subject Site</b>	PID 40109308
<b>Location</b>	Located on Sackville Drive at the foot of Millwood 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>	13,433.8 sq. m (2.3 acres)
<b>Street Frontage</b>	~208 m (682 ft.)
<b>Current Land Use(s)</b>	Vacant
<b>Surrounding Use(s)</b>	Low Density Residential and Commercial & Institutional Uses

### **Proposal Details**

The applicant proposes to construct two multiple unit dwellings on one lot. The major aspects of the proposal are as follows:

- 2 buildings with 50 residential units in each building;
- A minimum of 30% of the units in each building are to be 2+ bedroom units;
- Maximum height of 4 storeys (13.4 metres);
- Maximum lot coverage of 20%;
- Minimum of 113 total parking spaces, of which 72 are to be underground; and
- 1,243 square metres of total amenity space, both indoor and outdoor.

### **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.

Multiple unit residential uses are not permitted as-of-right within the R-6 zone; however, to assist in meeting the diversified housing needs of the general population, Policy UR-8 of the Sackville MPS enables Council to consider permitting multiple unit dwellings by development agreement. The development agreement (Attachment A) approach enables site-specific control intended to ensure that community concerns with such matters as appropriate density and scale of development, landscaping, site design and separation from low density residential development are adequately addressed.

## **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 (908 unique pageviews), signage posted on the subject site, 68 letters mailed to property owners within the notification area and a virtual public information meeting held on April 7, 2021, which was attended by approximately 7 residents. Attachment C contains a copy of a summary from the meeting. The public comments received include the following topics:

- Impact on abutting single unit dwellings (noise and privacy)
- Traffic; and

- Impact on school enrollment

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.

## **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

### **Proposed Development Agreement**

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

- 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:
  - Changes to the landscaping requirements;
  - Changes to permit the subdivision of the land; and
  - Extension to the dates of commencement and completion of development

The attached development agreement will permit two multiple unit residential buildings on one lot, 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.

#### **Adjacent Low-Density Residential Buildings**

The policy requires an adequate separation distance between the proposed multiple unit residential buildings and any adjacent low density residential developments. The rear lot line of the subject parcel abuts single unit dwellings that front onto Baker Drive. To satisfy this requirement, the development has been situated adjacent to Sackville Drive resulting in rear yard setbacks that range from 23 metres to 38 metres. This separation will be enhanced by a treed buffer area that will require at least one coniferous or deciduous tree every 4 square metres. In addition, an opaque fence or masonry wall at least 1.8 metres high is required on along the rear property line. Lastly, the grade difference between Baker Drive and Sackville Drive will assist in achieving the intent behind the required separation distance as the upper floors of the multiple-unit buildings will be approximately at the ground floor elevation of the single unit dwellings on Baker Drive which will reduce the perceived height and scale of the buildings.

#### **Traffic Analysis**

The development proposes two access points off Sackville Drive with approximately 66 exterior parking stalls and 72 interior parking stalls. A Traffic Impact Statement (TIS) was prepared by a Professional Engineer which has been deemed acceptable by staff. The TIS concluded that the proposed development is not expected to have a significant impact on the level of performance of the local streets, the adjacent intersections, or the regional street network.

Concerns were raised by attendees of the public engagement meeting around the use of the August 2017 traffic data in the traffic assessment, suggesting that more current volumes should have been used. During the completion of the impact assessment process the Professional Engineer made the decision to forego gathering volumes during the spring of 2020 due to the provincial state of emergency that was in place – which was known to be reducing vehicle demand and impacting travel patterns throughout the province.

Instead, the author obtained historical traffic count information that were recorded by HRM in August 2017 at the adjacent Sackville Drive / Millwood Drive intersection as these data were deemed to be more reflective of typical traffic conditions. In response to the concerns of the attendees, the applicant provided an addendum to the TIS with traffic counts gathered on April 13, 2021. The conclusion was that traffic counts today aren't reliable as we remain in a pandemic that is affecting traffic patterns. The best information available is the 2017 data collected by HRM along with some accepted assumptions about potential increases since that data collection.

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

On May 5, the North West Planning Advisory Committee (PAC) recommended that the application be approved with the following considerations:

- Mitigating light pollution on Baker Drive;
- Reducing impacts on schools;
- Traffic mitigation; and
- Providing an adequate buffer to reduce noise and provide privacy for residents on Baker Drive.

Several of the PAC's concerns are addressed through the development agreement, inclusive of lighting control and landscaping controls to provide adequate buffer for residents on Baker Drive. A report from the PAC to Community Council will be provided under separate cover.

#### **Covid and Signing of Development 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 MPS. Adequate building and site design, coupled with existing topography, results in the proposed development being compatible with adjacent land uses. 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 2021-2022 operating budget for Planning and Development.

#### **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**

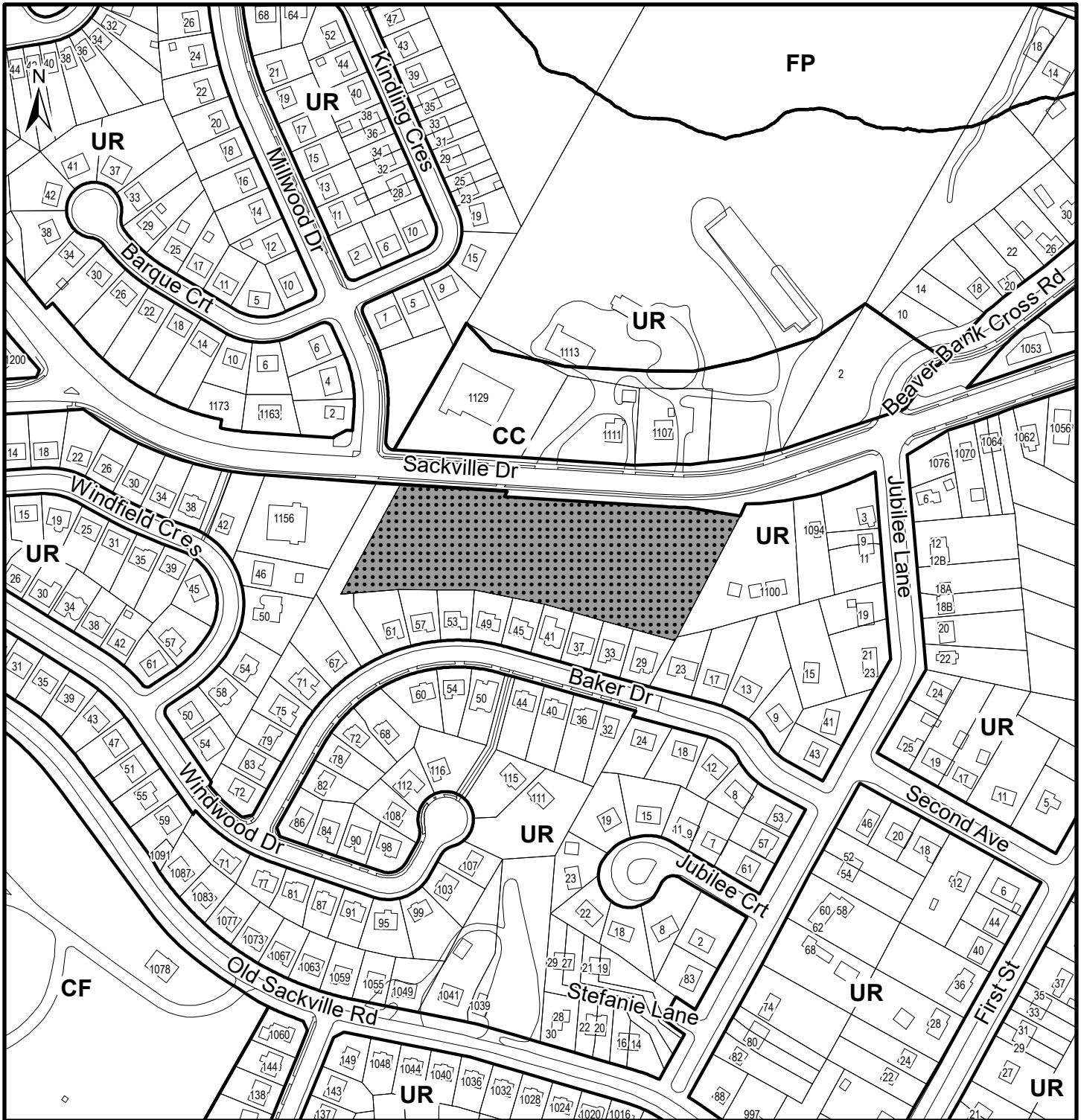
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies
Attachment C:	Summary of Public Information Meeting

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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 II, 902.240.7085

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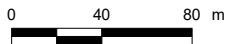
**Map 1 - Generalized Future Land Use**  
 Sackville Dr, Middle Sackville (PID 40109308)



 Subject Property

**Designation**

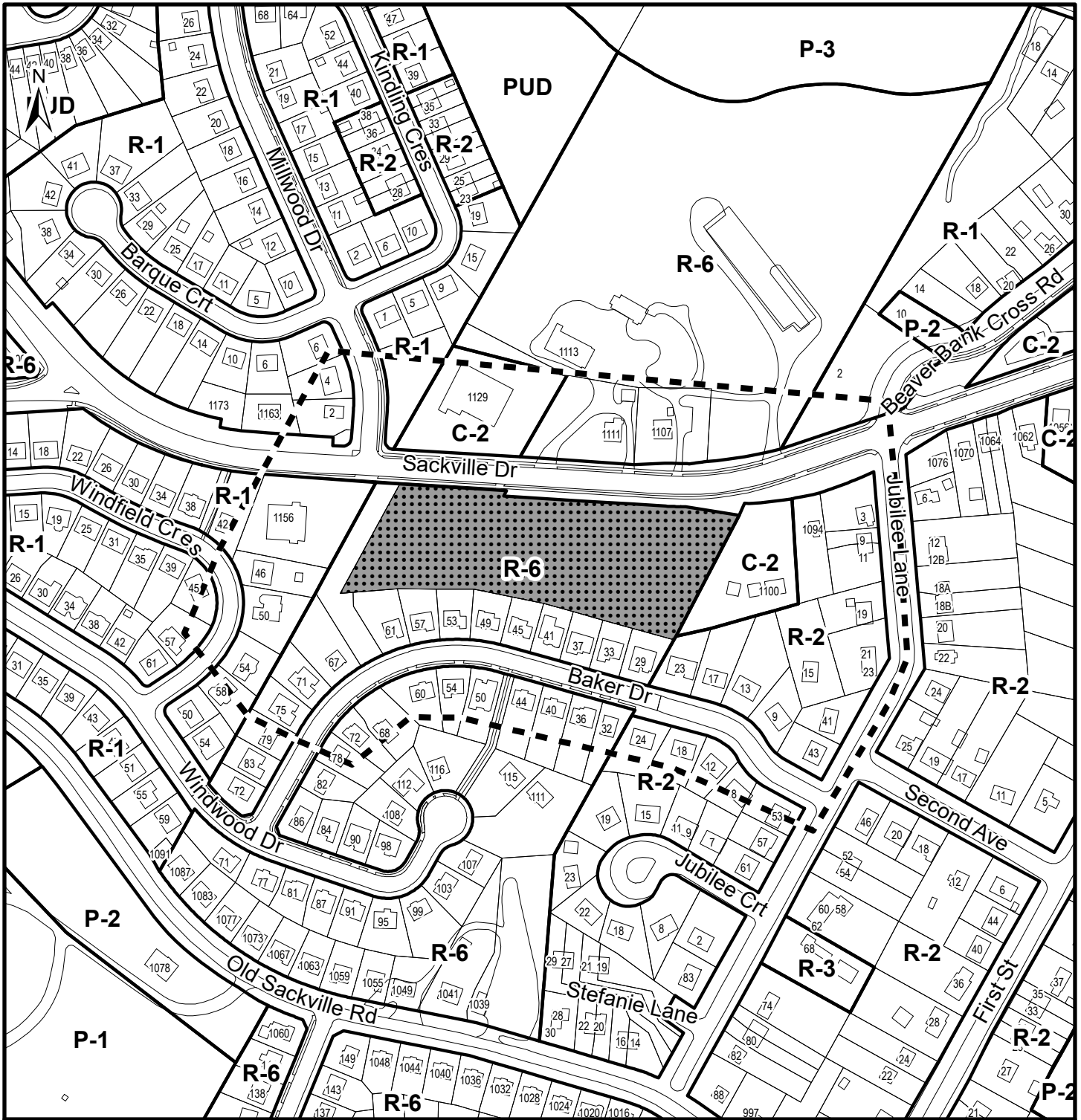
CC	Community Commercial
CF	Community Facility
FP	Floodplain
UR	Urban Residential



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



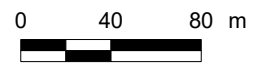
## Map 2 - Zoning

Sackville Dr, Middle Sackville (PID 40109308)

# HALIFAX

-  Subject Property
-  Area of Notification

- Zone**
- C-2 Community Commercial
  - P-1 Open Space
  - P-2 Community Facility
  - P-3 Floodplain
  - R-1 Single Unit Dwelling
  - R-2 Two Unit Dwelling
  - R-3 Mobile Dwelling
  - R-6 Rural Residential
  - PUD



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 By-Law Area

Attachment A: Proposed Amending Development Agreement

THIS AGREEMENT made this      day of **[Insert Month]**, 20\_\_.

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 on Sackville Drive at the foot of Millwood Drive, Middle Sackville, PID 40109308 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 two multiple unit buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy UR-8 of the Sackville Municipal Planning Strategy and Land Use By-law;

**AND WHEREAS** the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 23058;

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

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## Attachment A: Proposed Amending Development Agreement

### **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 and use of the Lands shall comply with the requirements of the Land Use By-law for Sackville and the Regional Subdivision By law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Land Use By-law for Sackville 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.

## Attachment A: Proposed Amending Development Agreement

### 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:

**Indoor Amenity** means common amenity spaces for residents of the development located within the building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.

**Outdoor Amenity** means common amenity spaces for residents of the development located outside the building, including but not limited to a playground, tot lot, resident garden and seating area, but not individual unit balconies.

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

### 3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 23058:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Preliminary Landscape Plan
Schedule D	North/South Elevation Building A
Schedule E	North/South Elevation Building B
Schedule F	East/West Elevation Building A
Schedule G	East/West Elevation Building B

### 3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) A Lighting Plan in accordance with Section 3.7 of this Agreement;
  - (b) A Landscape Plan in accordance with Section 3.9 of this Agreement; and
  - (c) An issued a Grade Alteration Permit in accordance with Section 5.1 of this Agreement.
- 3.2.2 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

## Attachment A: Proposed Amending Development Agreement

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Lighting Plan as outline in Section 3.7; and
- (b) Written confirmation 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 as outlined in Section 3.9.

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 of the Lands permitted by this Agreement are the following:

- (a) a maximum of two (2) multiple unit residential buildings with each building containing:
  - (i) a maximum of fifty (50) residential units; and
  - (ii) at least two bedrooms in a minimum of 30% of the residential units.

### **3.4 Building Siting**

3.4.1 Both buildings' siting, massing, and scale shall generally comply with Schedules B-G. For greater clarity:

- (a) the total lot coverage of the two buildings shall not exceed 20%;
- (b) Building A shall be a minimum of 23 metres from the rear property line, not including the entrance canopy;
- (c) Building B shall be a minimum of 36 metres from the rear property line, not including the entrance canopy;
- (d) the maximum height of each building shall not exceed 13.4 metres from the established grade, excluding rooftop mechanical equipment.

### **3.5 Architectural Requirements**

3.5.1 The façades of each building shall be designed and detailed as generally shown on the Schedules.

3.5.2 Exterior building materials shall not include:

- (a) vinyl siding;
- (b) plastic;
- (c) plywood;
- (d) unfinished concrete;
- (e) cinder block; and
- (f) exterior insulation and finish systems where stucco is applied to rigid insulation.

3.5.3 Each building shall have a 3-colour scheme as generally shown on the Schedules.

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

## Attachment A: Proposed Amending Development Agreement

elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

- 3.5.5 Each Building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Sackville Drive or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between each building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.5 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

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

- 3.6.1 Each building shall contain a minimum of 36 interior parking spaces.
- 3.6.2 The exterior surface parking area shall be as generally shown on Schedule B. The parking area:
- (a) shall provide a minimum of forty-one (41) parking spaces,
  - (b) shall have minimum parking space size of 2.75 metres by 5.5 metres; and
  - (c) shall be hard surfaced (excluding gravel) and the limits of the parking area shall be defined by a curb (concrete or asphalt).
- 3.6.3 A pedestrian pathway shall be developed in the general location shown on Schedule B. The pedestrian pathway shall be hard surfaced (excluding gravel) and a minimum of 1.5 metres in width.
- 3.6.3 Class A bike parking shall be provided in accordance with the land use bylaw.

### **3.7 Outdoor Lighting**

- 3.7.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.7.2 Prior to the issuance of a Development Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:
- (a) The location, on the building and on the premises, of each lighting device; and
  - (b) A description of the type of proposed lighting devices, fixtures, lamps, supports, and other devices.
- 3.7.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this Agreement. If such the plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

### **3.8 Amenity Space**

- 3.8.1 Amenity space shall be provided as follows:
- (a) Each building shall contain an indoor amenity room with a minimum area of 93 square metres;

## Attachment A: Proposed Amending Development Agreement

- (b) Each residential unit in each building shall be provided a balcony with a minimum area of 5 square metres; and
- (c) A total shared outdoor amenity space, as generally shown on Schedule B, of a minimum of 557 square metres.

### **3.9 Landscaping**

3.9.1 Landscaping of the property shall be as generally shown on Schedule C.

3.9.2 A landscape buffer of a minimum 7.62m in width, as shown on Schedule C, shall be provided on the rear property line abutting the residential uses, which shall consist of:

- (a) an opaque fence or masonry wall at least 1.8 metres high. Chain link will not be permitted;
- (b) at least one coniferous tree 1.5 m in height for every 4 square metres; and
- (c) existing trees retained where possible.

3.9.3 Planting details for each type of plant proposed shall be provided in the detailed Landscape Plan, including a species list with quantities, sizes, and common and botanical names (species and variety). The Landscape Plan shall also identify what is existing and what is new plant material.

3.9.4 Minimum acceptable sizes for new plant material outside of the landscape buffer shall be as follows:

- (a) Deciduous trees – 60 mm caliper;
- (c) Coniferous trees – 1.5 m in height; and
- (d) Shrubs – 0.6 m in height or spread.

3.9.5 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).

3.9.6 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 Preliminary Landscape Plan shown on Schedule C. 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.

3.9.7 Notwithstanding Section 3.2.2 (b), 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.

### **3.10 Subdivision of the Lands**

## Attachment A: Proposed Amending Development Agreement

**3.10.1** The lands may be subdivided so that each building is on its own lot, as generally shown on Schedule B, and in accordance with the Regional Subdivision By-Law. The proposed common property line, as shown on Schedule B, may be relocated subject to Building Code requirements.

### **3.11 Maintenance**

3.11.1 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.

### **3.12 Signs**

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

### **3.13 Temporary Construction Building**

3.13.1 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.

### **3.14 Screening**

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

3.14.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from the street or adjacent residential properties or incorporated into the architectural treatments and roof structure.

### **3.15 Reinstatement**

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

## **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

## Attachment A: Proposed Amending Development Agreement

the Developer as directed by the Development Officer, in consultation with the Development Engineer.

### **4.3 Undergrounding Services**

- 4.3.1 All secondary electrical, telephone and cable service to all multiple unit buildings shall be underground installation.

### **4.4 Solid Waste Facilities**

- 4.4.1 The building shall include designated interior 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.
- 4.4.2 All refuse and recycling containers and compactors shall be confined to the interior loading areas of each building.

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

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

- 5.1.1 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) Have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

### **5.2 Sulphide Bearing Materials**

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

## **PART 6: AMENDMENTS**

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

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
- (a) Changes to the landscaping requirements as detailed in Section 3.9 or which, in the opinion of the Development Officer, do not conform with Schedule C;
- (b) Extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (c) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

### **6.2 Substantive Amendments**

## Attachment A: Proposed Amending Development Agreement

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

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

#### **7.1 Registration**

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

#### **7.2 Subsequent Owners**

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

#### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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.

#### **7.4 Completion of Development**

- 7.4.1 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.
- 7.4.2 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, 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 have been completed, discharge this Agreement and apply appropriate zoning pursuant to the Sackville Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.
- 7.4.3 In the event that development on the Lands has not been completed within six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

#### **7.5 Discharge of Agreement**



## Attachment A: Proposed Amending Development Agreement

- 7.5.1 If the Developer fails to complete the development after ten (10) 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**

- 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 60 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.

Attachment A: Proposed Amending Development 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: \_\_\_\_\_

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

Attachment A: Proposed Amending Development Agreement

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

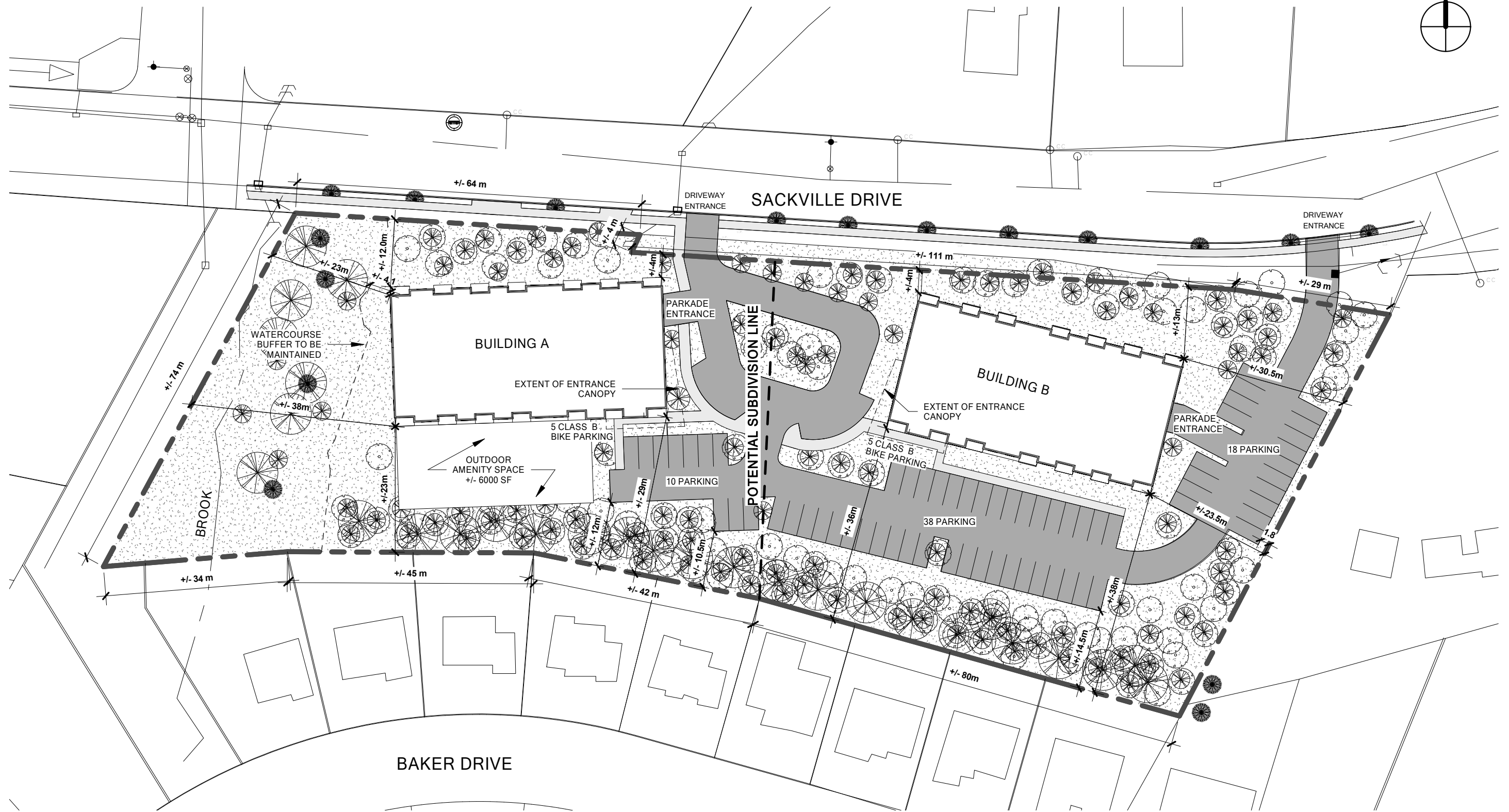
On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_, \_\_\_\_\_ of the parties thereto, signed, sealed and delivered 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 Iain MacLean, 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



1 SITEPLAN  
A-001 1" = 60'-0"

MARCHAND  
SACKVILLE DRIVE

NO.	DESCRIPTION	BY	DATE
2	ISSUED W. CLARIFICATIONS		2020 10 15
3	ISSUED W. REVISIONS		2021 06 25
4	ISSUED W. REVISIONS		2021 10 06
5	ISSUED W. REVISIONS		2021 11 16

1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.
2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED.
3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.

MICHAEL  
APIER  
ARCHITECTURE  
www.mnarch.ca • 902.455.5522

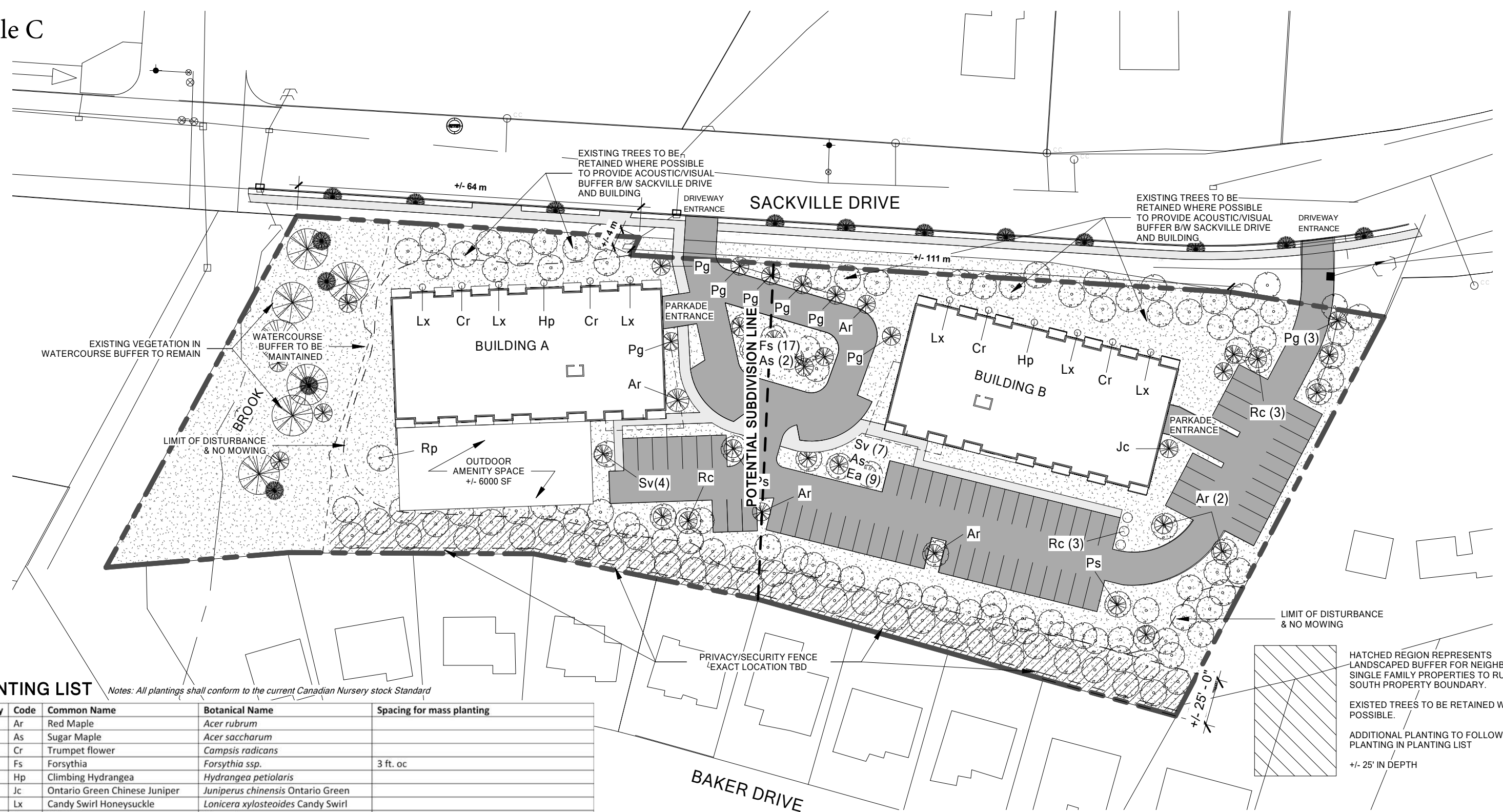
DRAWING:  
SITEPLAN

SCALE:  
As indicated

DATE:  
2020.05.28

DRAWING NO.:  
A-001

# Schedule C



## PLANTING LIST

Notes: All plantings shall conform to the current Canadian Nursery stock Standard

Quantity	Code	Common Name	Botanical Name	Spacing for mass planting
6	Ar	Red Maple	<i>Acer rubrum</i>	
3	As	Sugar Maple	<i>Acer saccharum</i>	
4	Cr	Trumpet flower	<i>Campsis radicans</i>	
17	Fs	Forsythia	<i>Forsythia ssp.</i>	3 ft. oc
3	Hp	Climbing Hydrangea	<i>Hydrangea petiolaris</i>	
1	Jc	Ontario Green Chinese Juniper	<i>Juniperus chinensis</i> Ontario Green	
6	Lx	Candy Swirl Honeysuckle	<i>Lonicera xylosteoides</i> Candy Swirl	
10	Pg	White Spruce	<i>Picea glauca</i>	
2	Ps	White Pine	<i>Pinus strobus</i>	
6	Rc	Catawba Rhododendron	<i>Rhododendron catawbiense</i> Roseum	
1	Rp	Black Locust	<i>Robinia pseudoacacia</i>	
11	Sv	Common Lilac	<i>Syringia vulgaris</i>	3 ft. oc

### Screen planting

As req'd	Pa	Red Pine	<i>Pinus resinosa</i>	Plant seedlings 2 m oc in three offset rows.
As req'd	Pr	Red Spruce	<i>Picea rubens</i>	Alternate species planting.
As req'd	Ps	White Pine	<i>Pinus Strobus</i>	Do not remove existing vegetation.

### Notes:

All plantings shall conform to the current Canadian Nursery stock Standard

**MARCHAND**  
SACKVILLE DRIVE

NO.	DESCRIPTION	BY	DATE
3	ISSUED W. REVISIONS		2021 06 25
4	ISSUED W. REVISIONS		2021 10 06
5	ISSUED W. REVISIONS		2021 11 16

1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.  
2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED.  
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**M** MICHAEL  
**A** APIER  
**A** ARCHITECTURE  
www.mnarch.ca • 902.455.5322

DRAWING:  
LANDSCAPE PLAN

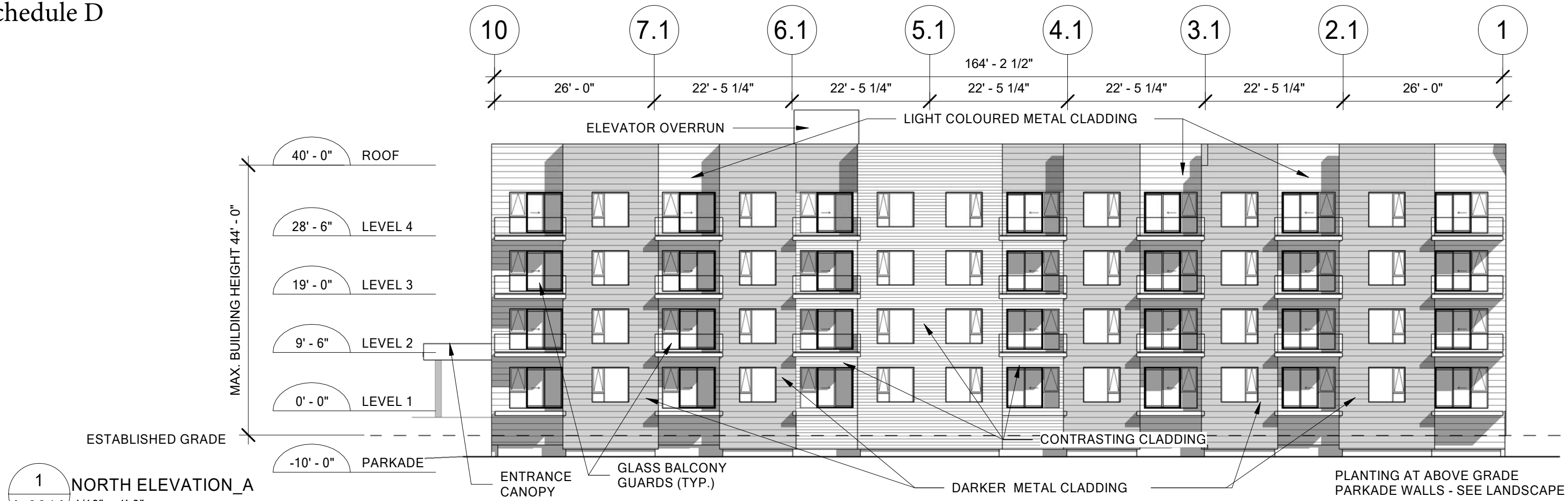
SCALE:  
As indicated

DATE:  
06/23/21

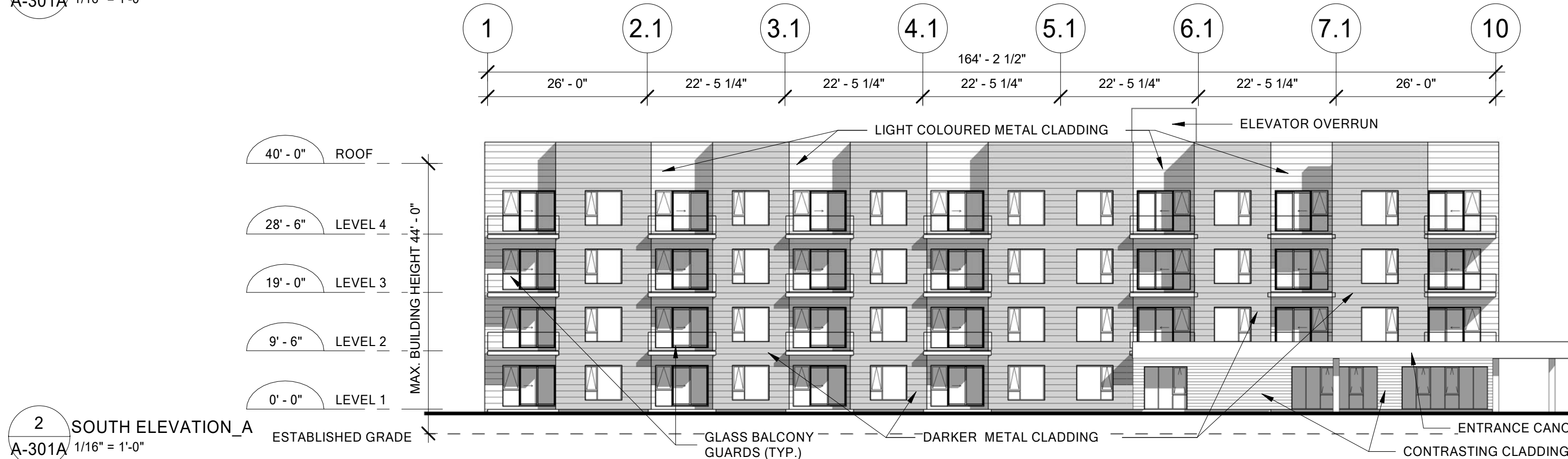
DRAWING NO.:  
**A-002**

HATCHED REGION REPRESENTS LANDSCAPED BUFFER FOR NEIGHBOURING SINGLE FAMILY PROPERTIES TO RUN ALONG SOUTH PROPERTY BOUNDARY.  
EXISTED TREES TO BE RETAINED WHERE POSSIBLE.  
ADDITIONAL PLANTING TO FOLLOW SCREEN PLANTING IN PLANTING LIST  
+/- 25' IN DEPTH

Schedule D



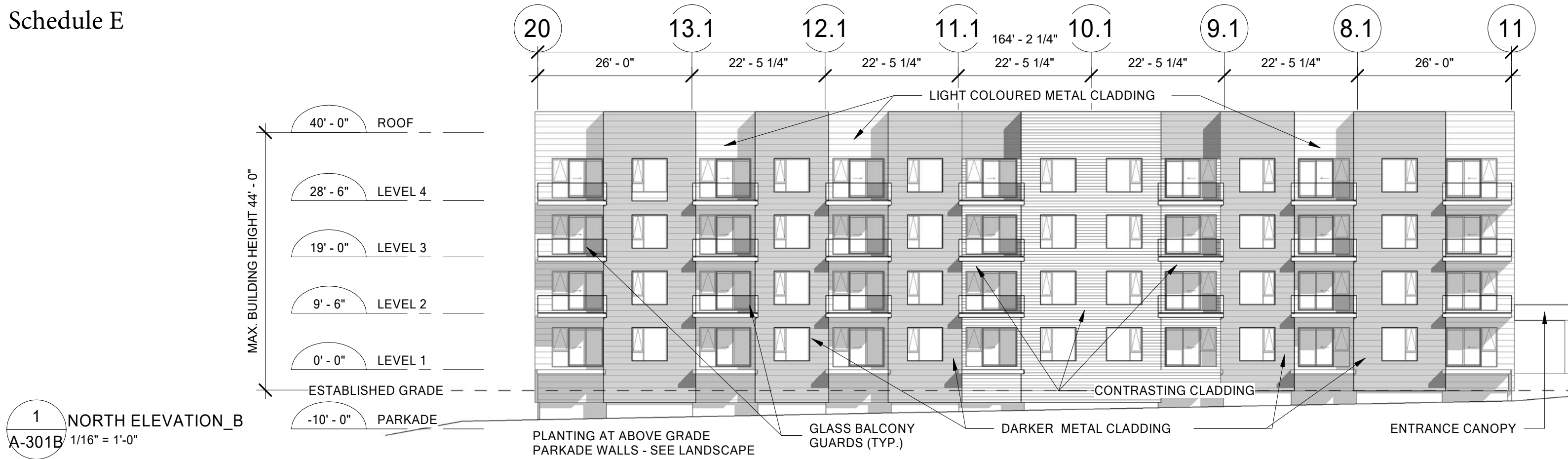
1 NORTH ELEVATION\_A  
A-301A 1/16" = 1'-0"



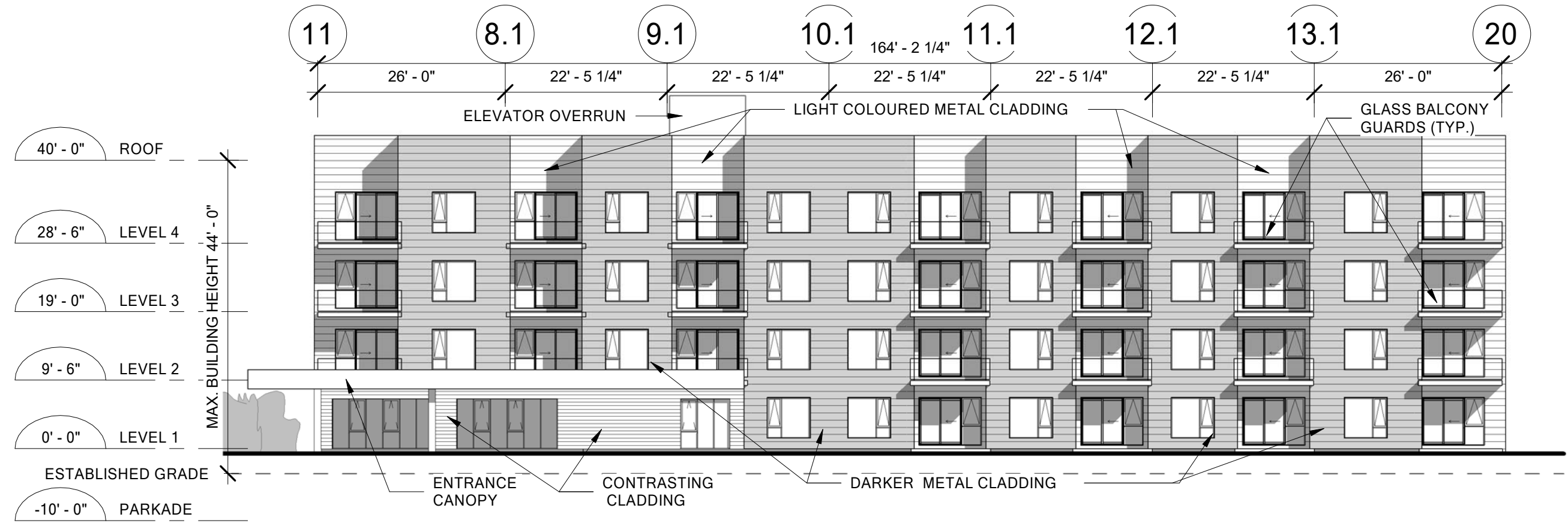
2 SOUTH ELEVATION\_A  
A-301A 1/16" = 1'-0"

<p><b>MARCHAND</b> SACKVILLE DRIVE</p>	NO.	DESCRIPTION	BY	DATE	<p>1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.                  2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED.                  3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.</p>	<p>MICHAEL NAPIER ARCHITECTURE <small>www.mnarch.ca • 902.455.5522</small></p>	DRAWING:	DATE:
	1	ISSUED FOR DA		2020 07 30			BLDG A - NORTH + SOUTH ELEVATIONS	2020.05.28
	3	ISSUED W. REVISIONS		2021 06 25			SCALE:	
	4	ISSUED W. REVISIONS		2021 10 06			1/16" = 1'-0"	
							A-301A	

Schedule E



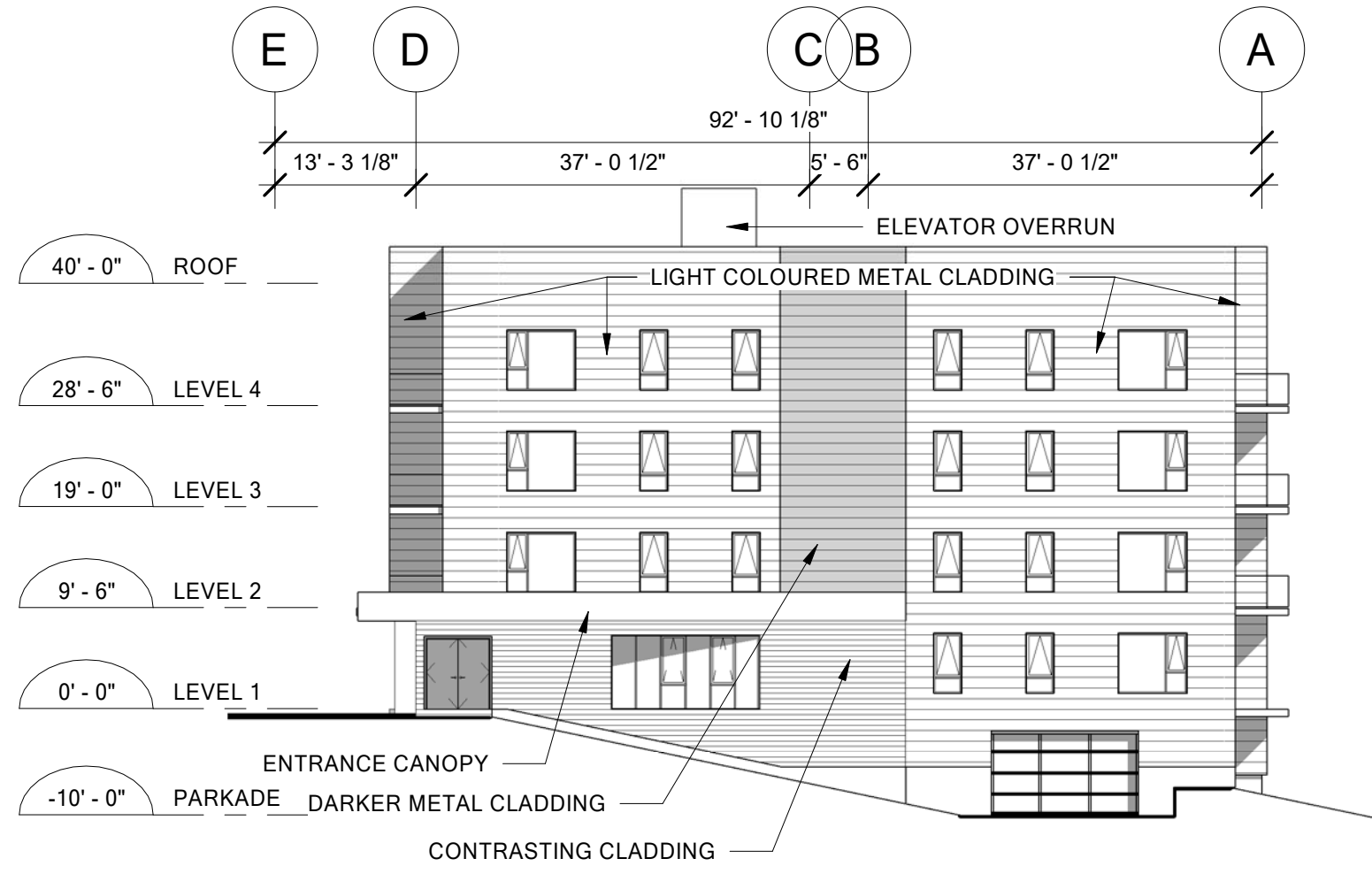
1 NORTH ELEVATION\_B  
A-301B 1/16" = 1'-0"



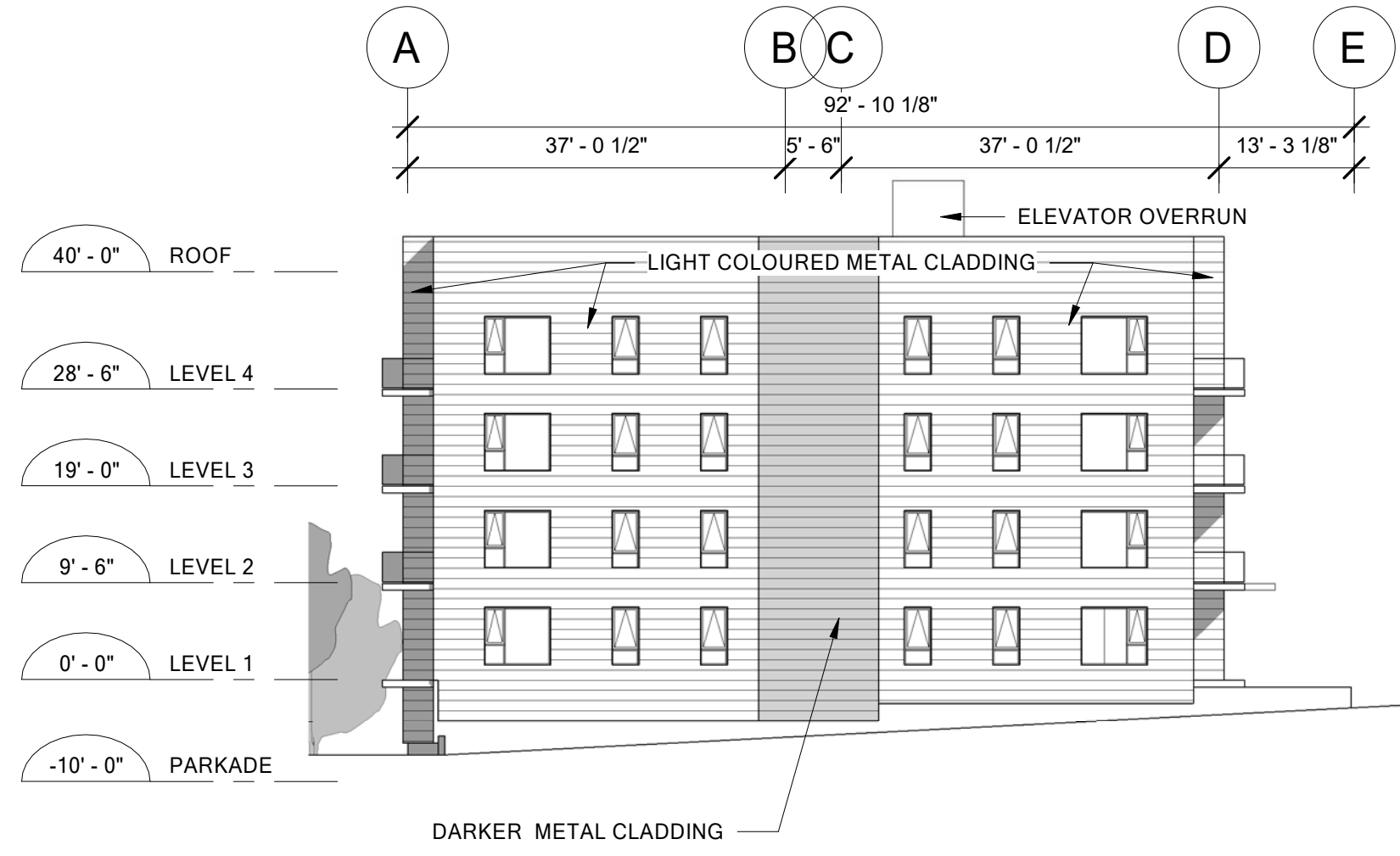
2 SOUTH ELEVATION\_B  
A-301B 1/16" = 1'-0"

<b>MARCHAND</b> SACKVILLE DRIVE	NO.	DESCRIPTION	BY	DATE	1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC. 2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED. 3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.	 MICHAEL NAPIER ARCHITECTURE www.mnarch.ca • 902.455.5522	DRAWING:	BLDG B - NORTH + SOUTH ELEVATIONS	DATE:	2020.05.28
	1	ISSUED FOR DA		2020 07 30			SCALE:	1/16" = 1'-0"	DRAWING NO.:	A-301B
	3	ISSUED W. REVISIONS		2021 06 25						
	4	ISSUED W. REVISIONS		2021 10 06						

# Schedule F



1 EAST ELEVATION\_A  
A-302A 1/16" = 1'-0"

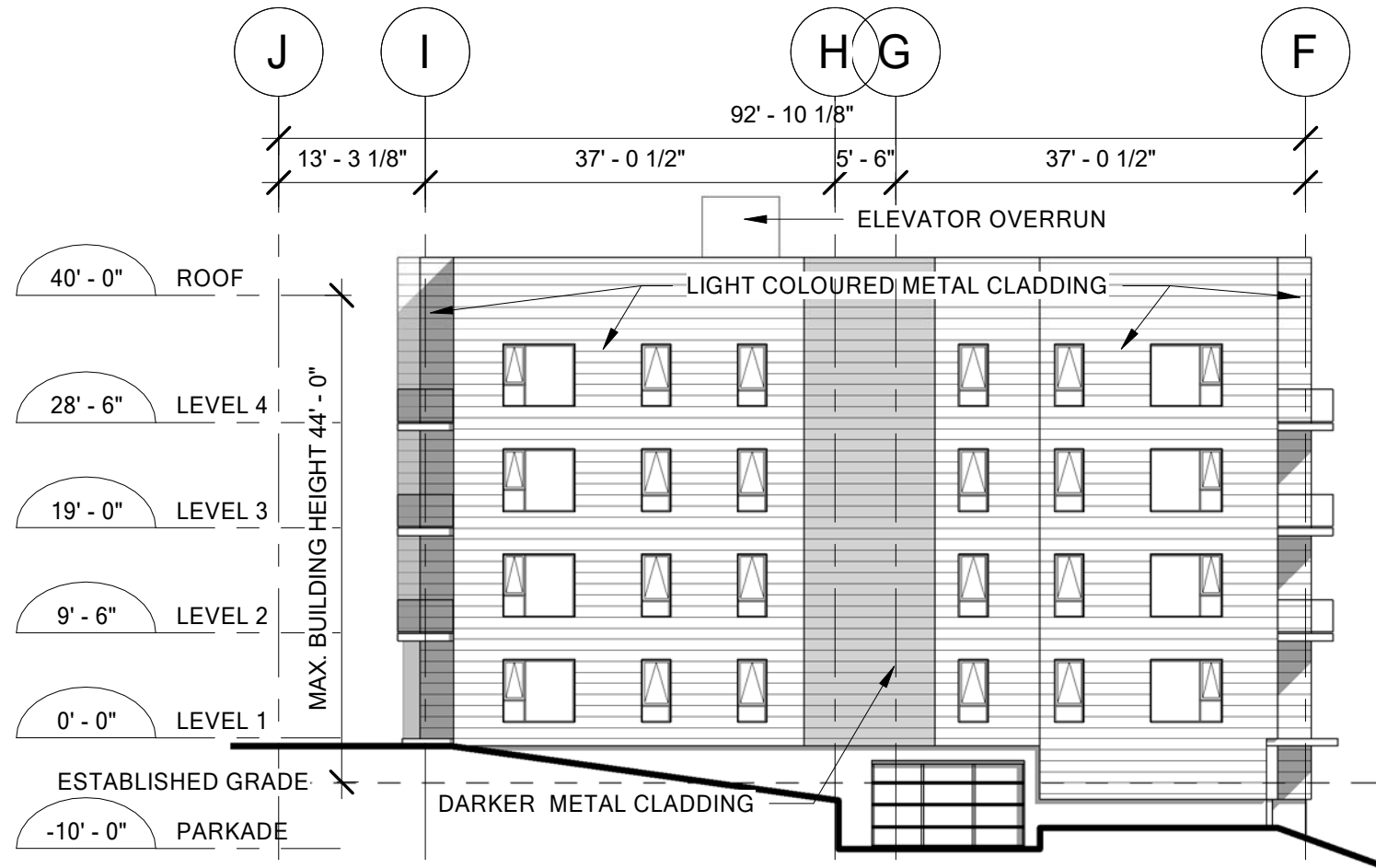


2 WEST ELEVATION\_A  
A-302A 1/16" = 1'-0"

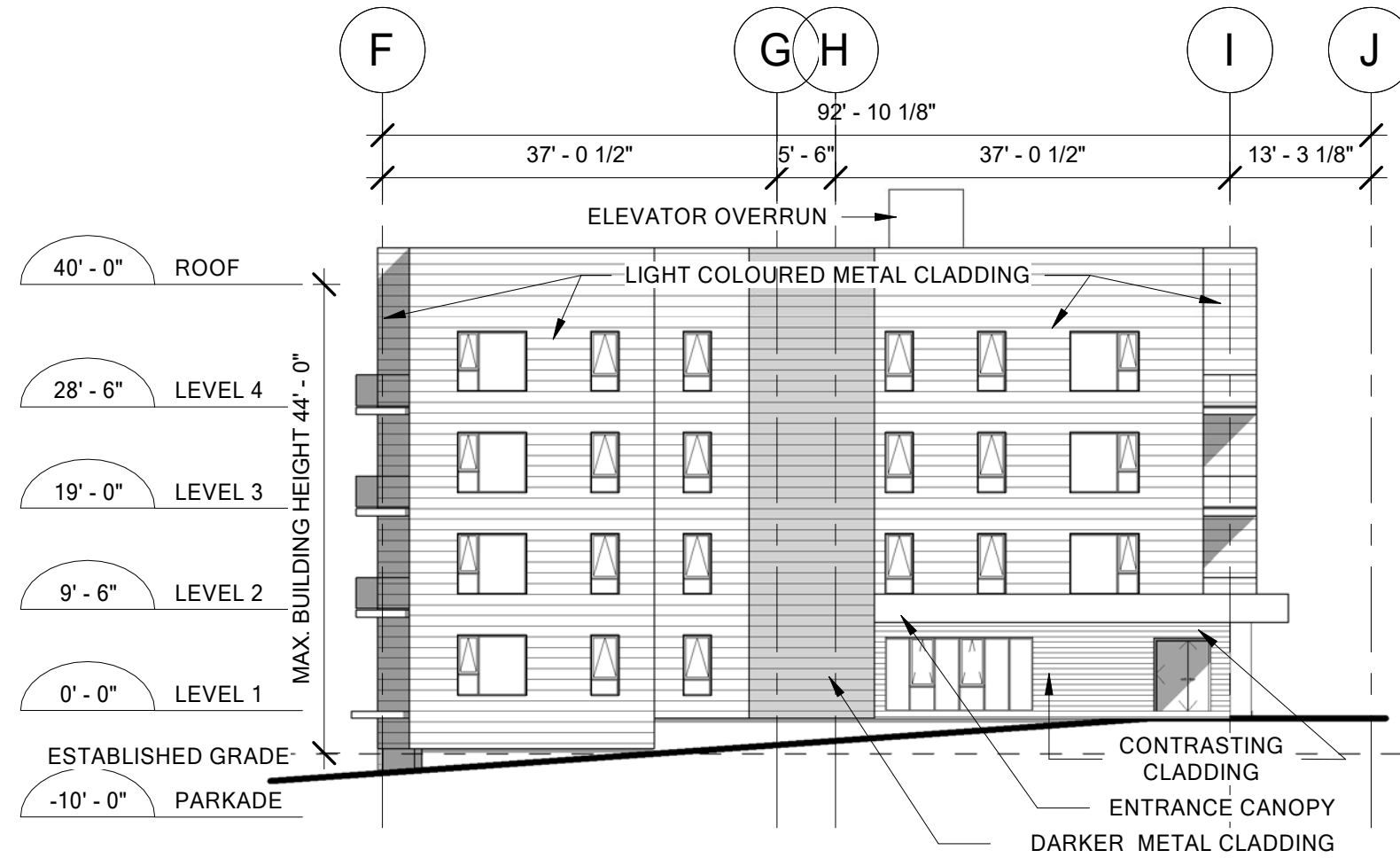
<b>MARCHAND</b> SACKVILLE DRIVE	NO.	DESCRIPTION	BY	DATE	1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC. 2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED. 3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.	MICHAEL NAPIER ARCHITECTURE <small>www.mnarch.ca • 902.455.5522</small>	DRAWING:	DATE:
	1	ISSUED FOR DA		2020 07 30			BLDG A - EAST + WEST ELEVATIONS	2020.05.28
	3	ISSUED W. REVISIONS		2021 06 25			SCALE:	
	4	ISSUED W. REVISIONS		2021 10 06			1/16" = 1'-0"	
							A-302A	



# Schedule G



1 EAST ELEVATION\_B  
A-302B 1/16" = 1'-0"



2 WEST ELEVATION\_B  
A-302B 1/16" = 1'-0"

MARCHAND  
SACKVILLE DRIVE

NO.	DESCRIPTION	BY	DATE
1	ISSUED FOR DA		2020 07 30
3	ISSUED W. REVISIONS		2021 06 25
4	ISSUED W. REVISIONS		2021 10 06

1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.  
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ARCHITECTURE  
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DRAWING: BLDG B - EAST + WEST ELEVATIONS

SCALE: 1/16" = 1'-0"

DATE: 2020.05.28

DRAWING NO.: A-302B

**Attachment B: Review of Relevant MPS Policies**

<b>Sackville Municipal Planning Strategy</b>	
<b>Policy UR-8</b>	
Notwithstanding Policies UR-2 and UR-7, within the Urban Residential Designation, it shall be the intention of Council to consider multiple unit dwellings over six (6) dwelling units, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:	
<b>Policy UR-8 Criteria</b>	<b>Staff Comment</b>
(a) the adequacy of separation distances from low density residential developments;	The two multi-unit buildings are situated close to the front lot line (Sackville Drive) which provides as great a physical separation as possible between the multi's and the abutting low-density residential buildings at the rear of the property. Additionally, the vegetation buffer, fencing, and change in grade from Baker Drive to Sackville Drive will supplement the separation distance between the two residential uses.
(b) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;	The reduction in mass achieved by separating the multi-unit into two separate buildings and still maintaining a low lot coverage (~17%) makes the development compatible with adjacent land uses. In addition, the four storeys coupled with the grade change between Baker Drive and Sackville Drive will result in a reduced perceived height of the multi-unit dwellings from the abutting single unit dwellings.
(c) that site design features, including landscaping, amenity areas, parking areas and driveways, are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of residential of the development;	The proposed landscape buffer, separating distance, and topography significantly reduce any potential impact on adjacent developments. Adequate amenity space is provided both inside the building and outside with walkways to pedestrians can safely circulate the site.

<p>(d) preference for a site in close proximity to community facilities such as schools, recreation areas and transit routes;</p>	<p>Fire Station 10 - Millwood is located adjacent to the site and the nearest Police Station is the RCMP Sackville Detachment Office on Old Sackville Road, about 2.5 km away. The site is located within the Millwood High Family of Schools catchment area. HRCE has not provided comments but they have been notified of the application. According to HRCE's Long-Range Outlook document (produced in June 2019), for the next 10 years Millwood High and Sackville Heights Elementary are projected to be over capacity and Sackville Heights Junior High is projected to be at capacity. According to HRCE, the child yield per apartment unit in HRM is 0.16. This low ratio suggests little impact on the enrolment. Additionally, the Education Act mandates that every person over the age of five years and under the age of 21 years has the right to attend a public school serving the school region in which that person resides. While there may be operational challenges in some cases, the HRCE will work to ensure all students are provided with access. The nearest recreation facility is the Sackville Heights Community Centre, which is located ~1 km away. There is a transit stop located across the street from the proposed development that is serviced by Route 85.</p>
<p>(e) that municipal central services are available and capable of supporting the development;</p>	<p>The development is located within the Urban Service Boundary and is serviced by the Mill Cove WWTF and the J. Douglas Kline (Pockwock) Water Supply Plant. Capacity of sanitary and storm sewer infrastructure in the Sackville area is an ongoing concern.</p> <p>Studies have been completed by the applicant that demonstrate, theoretically, capacity does exist to support the development at this point in time. Halifax Water has reviewed and agreed with their findings. <u>Capacity is not reserved and will be required to be reevaluated at permitting.</u></p>

<p>(f) that appropriate controls are established to address environmental concerns, including stormwater controls, based on a report from the appropriate Municipal, Provincial, and/or Federal Government authority;</p>	<p>A stormwater management plan was submitted as part of the application and no concerns were raised by Engineering or Halifax Water. The development agreement will require 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.</p>
<p>(g) that the proposed development has direct access to a local street, minor collector or major collector as defined in Map 3 - Transportation;</p>	<p>The subject site fronts and has direct access to Sackville Drive, which is identified as a major collector on Map 3 of the Sackville MPS.</p>
<p>(h) that it is not being considered on lands which are presently zoned and developed for either single or two unit dwelling purposes nor where it is intended to replace a single or two unit dwelling which has been demolished, removed or destroyed by fire;</p>	<p>The land is zoned for a single unit dwelling but is vacant. The subject lot was created in 2006 and has been vacant since that date.</p>
<p>(i) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;</p>	<p>The development proposes two access points off Sackville Drive with approximately 66 exterior parking stalls and 72 interior parking stalls. A Traffic Impact Statement (TIS) was prepared by a Professional Engineer which has been deemed acceptable by Development Engineering staff. The TIS concluded that the proposed development is not expected to have any significant impact on the level of performance of the local streets, the adjacent intersections, or the regional street network.</p>
<p>(j) general maintenance of the development; and</p>	<p>The agreement will require the site be maintained according to provincial and municipal safety and environmental standards throughout the construction process and will require the site to be kept in good repair upon completion.</p>

(k) the provisions of Policy IM-13.	See below
-------------------------------------	-----------

<b>Policy IM-13</b>	
<p>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:</p>	
<b>Policy IM-13 Criteria</b>	<b>Staff Comment</b>
(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;	The proposed development is in conformance with the requirements of the planning strategy with further controls to be provided in the development agreement to ensure the development meets the intent of applicable policies and other standards.
(b) that the proposal is not premature or inappropriate by reason of:	
(i) the financial capability of the Municipality is to absorb any costs relating to the development;	No Municipal costs are anticipated.
(ii) the adequacy of sewer and water services and public utilities;	See UR-8 (e) above.
(iii) the adequacy and proximity of schools, recreation and other public facilities;	See UR-8(d) above.
(iv) the adequacy of road networks leading or adjacent to, or within the development; and	A traffic analysis was submitted by the developer which was generally accepted by HRM Development Engineering.
(v) the potential for damage to or for destruction of designated historic buildings and sites.	No historic buildings or sites have been identified.

<p>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p>	
<p>(i) type of use;</p>	<p>The proposed development is situated in a suitable location on the perimeter of a low-density development and within a small mixed-use area which is located along a major transportation route. According to a 2020 CHMC rental market report, vacancy rates are declining in Sackville area which provides a need for additional housing stock and alternative housing to single unit dwellings. The agreement will regulate the permitted use on the property and ensure adequate separation distances are adhered to. See Policy UR-8(a) above.</p>
<p>(ii) height, bulk and lot coverage of any proposed building;</p>	<p>The reduction in mass achieved by separating the multi-unit into two separate buildings and still maintaining a low lot coverage (~17%) makes the development compatible with adjacent land uses. In addition, the four storeys coupled with the grade change between Baker Drive and Sackville Drive will result in a reduced perceived height of the multi-unit dwellings from the abutting single unit dwellings.</p>
<p>(iii) traffic generation, access to and egress from the site, and parking;</p>	<p>The development proposes two access points off Sackville Drive with approximately 66 exterior parking stalls and 72 interior parking stalls. A Traffic Impact Statement (TIS) was prepared by a Professional Engineer which has been deemed acceptable by Development Engineering staff. The TIS concluded that the proposed development is not expected to have any significant impact on the level of performance of the local streets, the adjacent intersections, or the regional street network.</p>
<p>(iv) open storage;</p>	<p>No open storage has been proposed as it is a residential use.</p>

<p>(v) signs; and</p>	<p>This is a proposal for a residential development and signage will be as per the requirements of the Land Use Bylaw for residential zones.</p>
<p>(vi) any other relevant matter of planning concern.</p>	<p>No other relevant planning concern identified.</p>
<p>(d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;</p>	<p>The site is currently sloped with grades decreasing from rear to front as it comes to the street. The development of the site will require retention walls and grade alterations. Final construction and site development will require compliance with standards outlined in the Development Agreement, applicable standards of the LUB, the Building By-law and other applicable codes to ensure the permitted uses are deemed safe and are not detrimental to the site or adjacent uses. The development agreement will require the development to obtain a Grade Alteration Permit in accordance with By-law G-200 which will includes an erosion and sedimentation plan, a site disturbance plan, and a detailed stormwater management plan.</p>
<p>(e) any other relevant matter of planning concern; and</p>	<p>No other relevant planning concern identified.</p>
<p>(f) Within any designation, where a holding zone has been established pursuant to Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the Infrastructure Charges Policies of this MPS.</p>	<p>Land subdivision is currently not part of the proposal.</p>



**Virtual Public Information Meeting  
Case 23058**

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

---

**Wednesday, April 7, 2021  
6 p.m.  
Virtual**

**STAFF IN**

**ATTENDANCE:** Dean MacDougall, Planner, Planner II, HRM Planning  
Maggie Holm, Principal Planner  
Tara Couvrette, Planning Controller, HRM Planning

**ALSO IN**

**ATTENDANCE:** Trevor Adams – Applicant, KVM Engineering  
Shelley Dickey - Presenter for Applicant  
Catherine MacQuarrie – Michael Napier Architecture  
Jeff Marchand – Marchand Developments  
Kevin Marchand – Marchand Developments  
Lisa Blackburn - Councillor for Middle/Upper Sackville, Beaver Bank, and Lucasville

**PUBLIC IN**

**ATTENDANCE:** Approximately: 7

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**1. Call to order and Introductions – Dean MacDougall, Planner**

Case 23058: Application by KVM Consultants Ltd. to develop two multi-unit residential buildings containing a combined 100 units at the foot of Millwood Drive on the south side of Sackville Dr, Middle Sackville.

Mr. MacDougall introduced himself as the Planner and Facilitator guiding KVM Consultants Ltd. application through the planning process. They also introduced other staff members, and the presenter for this application. The area Councillor for District 14, Lisa Blackburn, was also in attendance online.

**2. Presentations**

2a) Presentation by HRM Staff – Dean MacDougall

Mr. MacDougall's presentation included information on the following:

- (a) the purpose of the meeting including to share information and collect public feedback about the proposal - no decisions were made at this meeting;
- (b) the role of HRM staff through the planning process;
- (c) a brief description of the application including site context, explanation of what a development agreement is, proposed site plan, proposed changes, policy and By-law overview, policy consideration;
- (d) and status of the application.



2b) Presentation by Shelley Dickey – Applicant

Ms. Dickey presented details about KVM Consultants Ltd.'s proposal including site plan view, site and neighbourhood context, the surrounding land uses, proposed buildings and and concept plan.

3. **Questions and Comments**

Mr. MacDougall welcomed attendees to ask questions to staff and the presenters and provide their feedback, including what they liked and disliked about the proposal. Attendees that were connected via Teams webcast were called upon to provide their comments and questions.

(1) Questions from people connected via MS Teams

Ms. Holm invited the speakers from the public, one at a time, to unmute themselves and provide their comments:

(i) **Rob Burke**, Baker Dr., Sackville:

Has concerns around traffic flow, Sackville Dr. is more congested now, the Traffic Impact Statement (TIS) was from 2015 and is not accurate and adding another 100 + vehicles is going to be challenging. Another concern is around waste water infrastructure. There were issues a few years ago on Baker Dr. and they had to do major updates around water flow and how the water runs down the hill. They would like more feedback and info. on how this will affect the system with another 100+ people using the infrastructure, how will it affect the residents and our land? As a resident they do not want to be the one responsible if the system that is currently in place can't handle the additional people. What will happen to the wildlife that is currently on that property? Will it be moved or just pushed out? The property is zoned R-6 and believed that R-6 zoning is the proper zoning for this area and should remain R-6. Believes there are many uses within the R-6 zone that would allow for housing in the area that would fit the neighbourhood.

(ii) **Chad Nippard**, Baker Dr., Sackville:

Submitted a letter with concerns to Dean MacDougall. Some of the concerns are; echo's Rob's comments about the waste water concerns and traffic. Also, noticed that the TIS was done in 2015 and is outdated, not relevant to today's traffic with the explosive growth that has happened in this area. Concerned about the impact on the schools with potential influx of more children. The schools are over capacity now and this will put a strain on the local schools. Concerned about the height of the buildings and the resulting impingement of privacy for the residents of Baker Dr. From the plans reviewed the third level or top level would be even with the second level of their home. This would give them access to viewing more private places in residents' homes; bedrooms, bathrooms etc., this is concerning. Concerned about the impact on backyard space, if they have a parking lot or 4 storey building is peering into their backyard it doesn't make it easy to maintain privacy and they would have to build a very large wall in order to make that work. Concerned about the wooded area, the wildlife and number of mature trees, the sound barrier that those trees provide would be far superior to the saplings that have been suggested by the developer. Would like information about retaining walls – potential of people walking up behind the embankment from the development and having easy access to the backyards on Baker Dr. What is the plan for maintenance of the grounds and landscaping?

**Mr. Adams – KVM**, spoke to landscaping and retaining walls – closer look will be taken during the detail and design phase. As far as access to the properties on Baker Dr. There will be a fence there.

(iii) **Yvon Levesque**, Baker Dr., Sackville:

Would like to echo the two previous speakers' comments and concerns. The main concern for them is traffic. The roads are getting very dangerous - there is no way in or out safely. It would be nice to have something more than a chain-link fence that would retain their privacy as they will be losing a lot of value in their properties by having this development there.

(iv) **Jane MacLaren**, Baker Dr., Sackville:

A lot of the concerns have been brought up already tonight. The traffic is one of the biggest concerns and the fact that the TIS is so out of date. A more recent one needs to be completed. Old Sackville Rd. is not capable of handling a whole lot more traffic and that is where people are going to go to avoid Sackville Dr. Concerned about the retaining wall – the trees that are there now, the noise that is blocked by all the trees is amazing and we are going to lose that. The elevation – concerned where the roofline will be in relation to their home, wants to know exactly where it will be. The lighting of the parking lot – will they be shining up their way or into the back of the building? Concerned about their taxes and assessment – how will this development effect that? That lot is full of fire ants and this development will cause them to come up the hill and that will cause home owners a big expense to deal with them. Is there anything that can be done to mitigate this? The wildlife will be disrupted when this development happens. They are against this development.

**Mr. MacDougall** – spoke to the lighting concerns – controls within the development agreement to deal with that. Property evaluations – done by the provincial accessor, the municipality can't provide input into how that is done.

**Ms. Dickey** – spoke to elevations – offered to get back to Ms. MacLaren.

(v) **Cristy Nippard**, Baker Dr., Sackville:

Has concerns with the overcrowding of the schools in the area, more the elementary school – and concerns with traffic during drop off and pick up times, it is a safety concern for the children at that school. The children are not bussed and there are not adequate sidewalks for the children to walk to school alone or to get to crossing guards. There is not adequate snow removal to make walking back and forth to school safe for our kids. This will also be a concern when the children go to middle school and high school.

**Mr. MacDougall** explained that this application will be forwarded to HRCE so that they are aware of the proposal.

(vi) **Yvon Levesque**, Baker Dr., Sackville:

Wanted to know about the traffic lights at the end of Lucasville Rd. and Sackville Dr. – it is very dangerous to turn there. Their suggestion of to put traffic lights more on Sackville Dr. to mitigate some of the traffic and make it safer.

**Mr. MacDougall** – stated they will be taking the TIS to the municipal engineer for review and make them aware of the concerns that the TIS is outdated.

(vii) **Councillor Blackburn** thanked everyone for their participation.

#### 4. **Closing Comments**

Mr. MacDougall thanked everyone for their participation in the meeting.

#### 5. **Adjournment**

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