



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

Item No. 13.1.1
North West Community Council
November 21, 2022

TO: Chair and Members of North West Community Council

SUBMITTED BY: **- Original Signed -**

Kelly Denty, Executive Director of Planning and Development

DATE: September 13, 2022

SUBJECT: **Case 22691: Amending Development Agreement for 8 Walker Avenue and 732 Old Sackville Road, Lower Sackville**

ORIGIN

Application by WM Fares Architects on behalf of the property owner.

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 allow exterior building design changes and time extensions for the construction of two mixed-use buildings at 8 Walker Ave. and 732 Old Sackville Rd., 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 agreement be signed by the property owner within 120 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, on behalf of the property owner, is applying for substantive amendments to an existing development agreement for the development of two (2) mixed-use multiple unit buildings at 8 Walker Avenue and 732 Old Sackville Road, Lower Sackville.

Subject Site	8 Walker Avenue and 732 Old Sackville Road, Lower Sackville (PIDs 41077793 and 41077785)
Location	Southwest corner of the intersection of Old Sackville Road and Walker Avenue (Map 1)
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	DB (Downsview-Beaver Bank) under the Sackville Drive Secondary Planning Strategy
Zoning (Map 2)	LS (Large Scale Commercial) under the Sackville Drive Land Use By-law
Size of Site	Approximately 1.56 hectares (3.86 acres)
Street Frontage	Approximately 365 metres (1,197 feet)
Current Land Use(s)	1,356 square metre (14,600 square feet) retail and warehouse building
Surrounding Use(s)	Predominantly commercial and warehouse buildings with a 3-storey multiple unit dwelling to the east. The Halifax Transit Sackville Terminal is located to the west.

Proposal Details

The applicant proposes to make substantive amendments to the existing development agreement to enable building design changes and time extensions.

The major aspects of the proposal are as follows:

- Changes to the building exterior materials/colours and design;
- Changes to the underground parking access (from Walker Ave to Old Sackville Road);
- Redistributing the number of dwelling units between the two buildings (no additional units will be permitted);
- Redistributing the number of parking spaces inside and outside the building (no changes to the number of overall parking spaces);
- An extension of 3 years to the amount of time permitted to commence development; and
- An extension of 8 years to the amount of time permitted to complete the development.

Existing Development Agreement

On September 21, 2015, North West Community Council approved the original development agreement¹ (Case 19060) to allow the development of two (2) mixed-use multiple unit buildings. The development agreement:

- Permits a total of 124 residential units containing of a mix of 2 and 3-bedroom units (68 units in one building, 56 units in the other);
- Permits 10,000 sq. ft. of commercial floor space (5,000 sq. ft. per building);
- Requires a minimum of 110 underground parking spaces accessed via the northwest side of Walker Avenue, and a surface parking lot with a minimum of 90 spaces accessed from Old Sackville Road and southwest side of Walker Avenue;
- Permits a maximum building height of four (4) storeys;
- Allows construction materials that include horizontal fibre cement siding, vinyl shakes, composite metal panels, and glass;

¹ [September 21, 2015 North West Community Council Agenda | Halifax.ca](#)

- Requires an at-grade courtyard amenity space located between both buildings that is connected to the ground level pedestrian sidewalk system. The courtyard is accessible by the commercial uses from commercial entrances;
- Requires a landscaping plan to be prepared by a landscape architect;
- Requires commencement of construction within 3 years from the date of registration of the agreement;
- Requires completion of construction within 8 years from the date of registration of the agreement; and
- Lists non-substantive amendments as changes to the location of buildings and site layout, changes to ground-floor square footage of commercial to allow for up to 100% residential dwelling units, changes to the architectural design of the building, changes to the location of underground parking, and the granting of future time extensions to commencement and completion of construction.

Enabling Policy and LUB Context

The site is zoned LS (Large Scale Commercial) under the Sackville Drive Land Use By-law (LUB) and is designated DB (Downsview-Beaver Bank) under the Sackville Drive Secondary Planning Strategy (SMPS). Site specific policy DB-2(a) was approved by Regional Council in 2015 which enables consideration of a mixed-use multiple unit development by development agreement on the subject site. The site was deemed an appropriate location for the development because of its proximity to HRM's Sackville Transit terminal and the well-developed regional traffic network in the area.

Policy DB-2(a) identifies the location, scale, height, building materials, and architectural character for the proposed development, as well as the existing surrounding built environment, land use, pedestrian connections, landscape design, and traffic implications as factors to consider in evaluating the development. In considering a development agreement, Council shall have regard for things such as building entrances being oriented to sidewalks, compatibility with surrounding built form and land uses, pedestrian activity on site, landscape architectural details, and traffic access.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, and letters mailed to property owners and residents within the notification area. There were 297 unique visitors to the HRM case website who spent an average of 2 minutes and 39 seconds on the page between March 29, 2021 and July 5, 2022, and no public comments have been received.

A public hearing must be held by North West Community Council before they 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 February 2, 2022, the North West Planning Advisory Committee (PAC) recommended the application be approved subject to consideration of traffic mitigation, exterior design, duration of time extensions, and access to the parking garage. It should be noted that this recommendation was provided to Community Council in advance of changes to the HRM Charter. These changes, passed in April 2022, legislated that decisions on Planning matters may not be referred to a planning advisory committee for a recommendation prior to Community Council's decision on the matter.

The proposed amending development agreement addresses some of PAC's concerns, including exterior design improvements. The applicant continues to request an eight (8) year time extension because the size of the project is large, consisting of two multiple unit buildings. In the traffic impact statement

submitted by the applicant, the traffic engineer required that one of the driveway accesses at Old Sackville Road be restricted to right-in / right-out traffic movements to and from the ground level parking lot due to limited visibility. The second driveway access to the underground parking lot was recommended to remain with no restrictions as it is an existing access with good visibility. HRM Engineering reviewed the traffic impact study and did not raise concerns.

A report from the PAC to Community Council will be provided under separate cover.

DISCUSSION

Staff have reviewed the proposal relative to all relevant policies and advise it is reasonably consistent with the intent of the Sackville Drive SMPS. Attachment B provides an evaluation of the proposed amending development agreement in relation to the relevant SMPS policies.

Proposed Amending 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 development agreement addresses the following matters:

- Replaces the schedules showing the site plan, landscaping plan, and elevations to allow exterior design changes to the building;
- Allows 62 dwelling units to be located within each building, instead of 68 in one and 56 in the other (no increase in unit count, solely a re-allocation of units between the two buildings);
- Clarifies there may be up to 5,000 square feet of ground floor commercial retail and service and personal service use rather than requiring exactly 5,000 square feet;
- Adds language to provide further clarity to existing provisions that allow the developer to vary the total number of units in the buildings by a maximum of ten percent;
- Requires a minimum of 130 underground parking spaces rather than 110 and a minimum of 70 surface spaces instead of 90.
- Updates language to align with the recent *HRM Charter* changes relative to the authorities responsible for agreement amendments and discharge;
- Permits a time extension of 3 years from the date of registration of the amending agreement for the time to begin construction of the development; and
- Permits a time extension of 8 years from the date of registration of the amending agreement for the time to complete the construction of the development.

The attached amending development agreement will permit exterior building design changes and time extensions for the construction of two mixed-use buildings at 8 Walker Ave. and 732 Old Sackville Rd., Lower Sackville, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the SMPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Site Access and Traffic

HRM Development Engineering has reviewed the traffic study and supporting information and have commented that no operational issues are expected to result. The traffic review included consideration of the impact to the existing operational issues during the PM peak hour at the intersections of Old Sackville Road/Walker Avenue/Downsview Drive and Old Sackville Road/Beaver Bank Connector.

Development Engineering requested a relocation of the existing approved underground parking access on Walker Avenue to Old Sackville Road due to site stopping distance concerns. There are now two accesses from Old Sackville Road. The first is a right-in/right-out only for the surface level parking access. The second is the access to the underground parking, which is not limited to right-in/right-out access.

Exterior Building Design and Compatibility

SMPS policy considerations include the location, scale, height, building materials, and architectural character of the proposed building and the existing surrounding built environment. They also include compatibility with surrounding built form and lands uses and utilization of architectural design approaches to reduce perception of visual impact of the height, scale, and mass in relation to the surrounding built form.

Much of the building siting, materials, setbacks, and building height remain unchanged as compared to the existing development agreement. The proposed development remains oriented toward Old Sackville Road and Walker Avenue, so that the building walls are parallel to activity on the streets. The existing agreement requires street walls to be designed and detailed as primary façades to ensure a quality building and provide interest to pedestrians and motorists. Pedestrian pathways connect to the public sidewalk on Old Sackville Road. As there are no public sidewalks or crosswalks along Walker Avenue with which to connect, a single pedestrian pathway to the street at the southwestern end of the building is being provided. The main entrances to the buildings are located within the inner courtyard and are connected to the inner walkway system. The existing development agreement requires a landscaping plan prepared by a Registered Landscape Architect to show a safe connection to the entry plaza to the building.

The surrounding built form consists of primarily commercial and medium density residential (four storey) land uses. Along Walker Ave, the land use transitions to low and medium density residential (three to four storeys). The existing development agreement restricts the buildings' height to a maximum of four storeys which is considered consistent and compatible with the surrounding built form for multiple unit dwellings in the area. Commercial buildings in the area are less than four storeys in height. The building has slight variation in the balconies, and changes in articulation and fenestration of windows and materials that help reduce the perceived bulk of the building.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise the proposal is reasonably consistent with the intent of the SMPS. Many controls in the existing development agreement remain unchanged. The controls in the agreement ensure the proposed buildings' location, scale, height, building materials, and architectural character are compatible with surrounding built form and lands uses. The proposed changes to the exterior buildings remain consistent with those controls. Measures have been taken at vehicular access points to reduce operational issues for traffic and increase safety for stopping distances. Therefore, staff recommend that the North West Community Council approve the proposed amending development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed 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 2022-2023 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 amending 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 amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

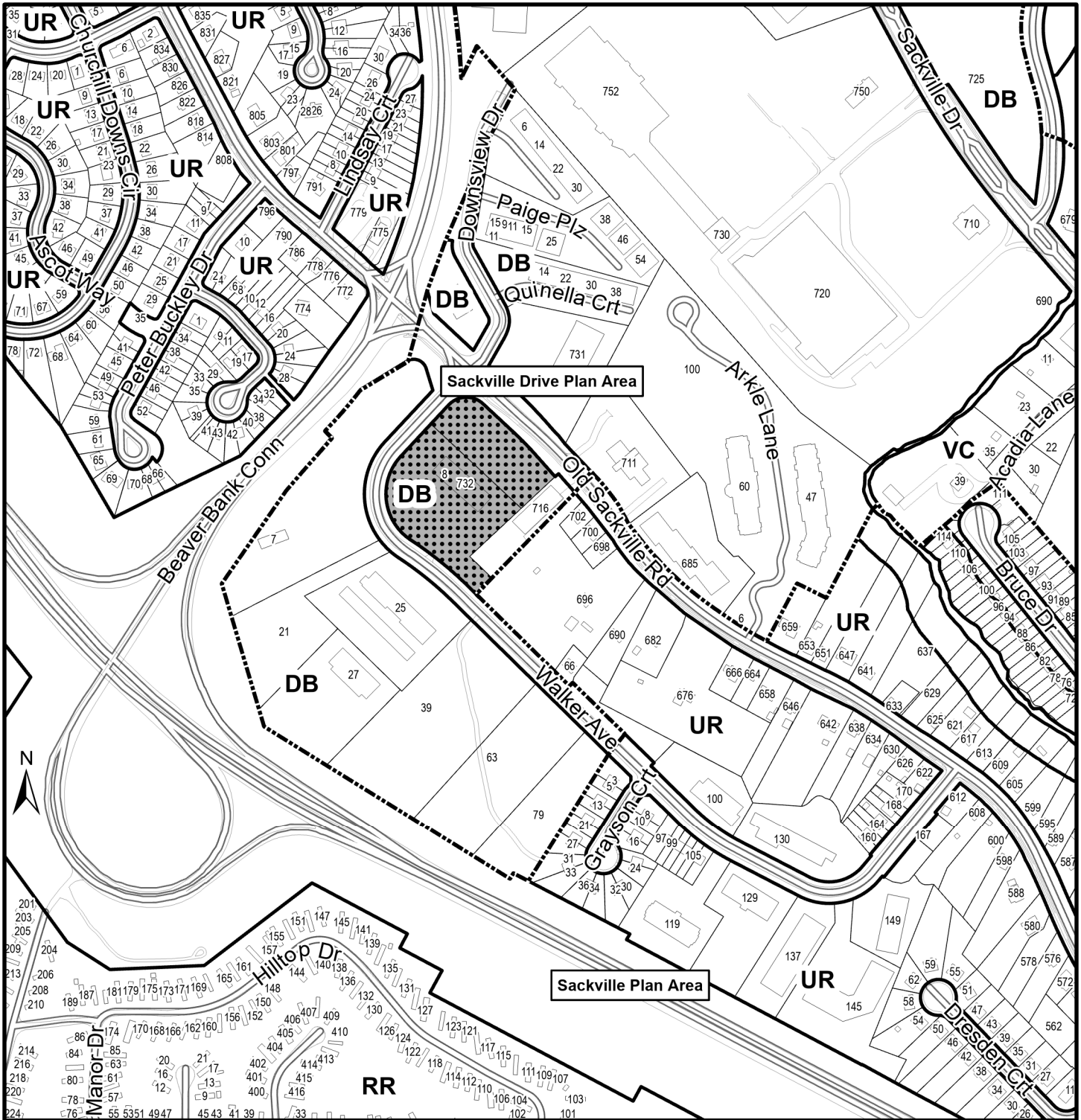
ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Review of Relevant Sackville Drive SMPS Policies

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: Meaghan Maund, Planner III, 902.233.0726



Map 1



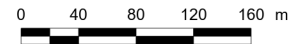
Map 1 - Generalized Future Land Use

8 Walker Ave & 732 Old Sackville Rd,
Lower Sackville

HALIFAX

-  Subject Area
-  Plan Area Boundary

Designation	
Sackville Dr Plan	DB Downview / Beaver Bank
	VC Acadia Village Centre
Sackville Plan	UR Urban Residential
	RR Rural Residential

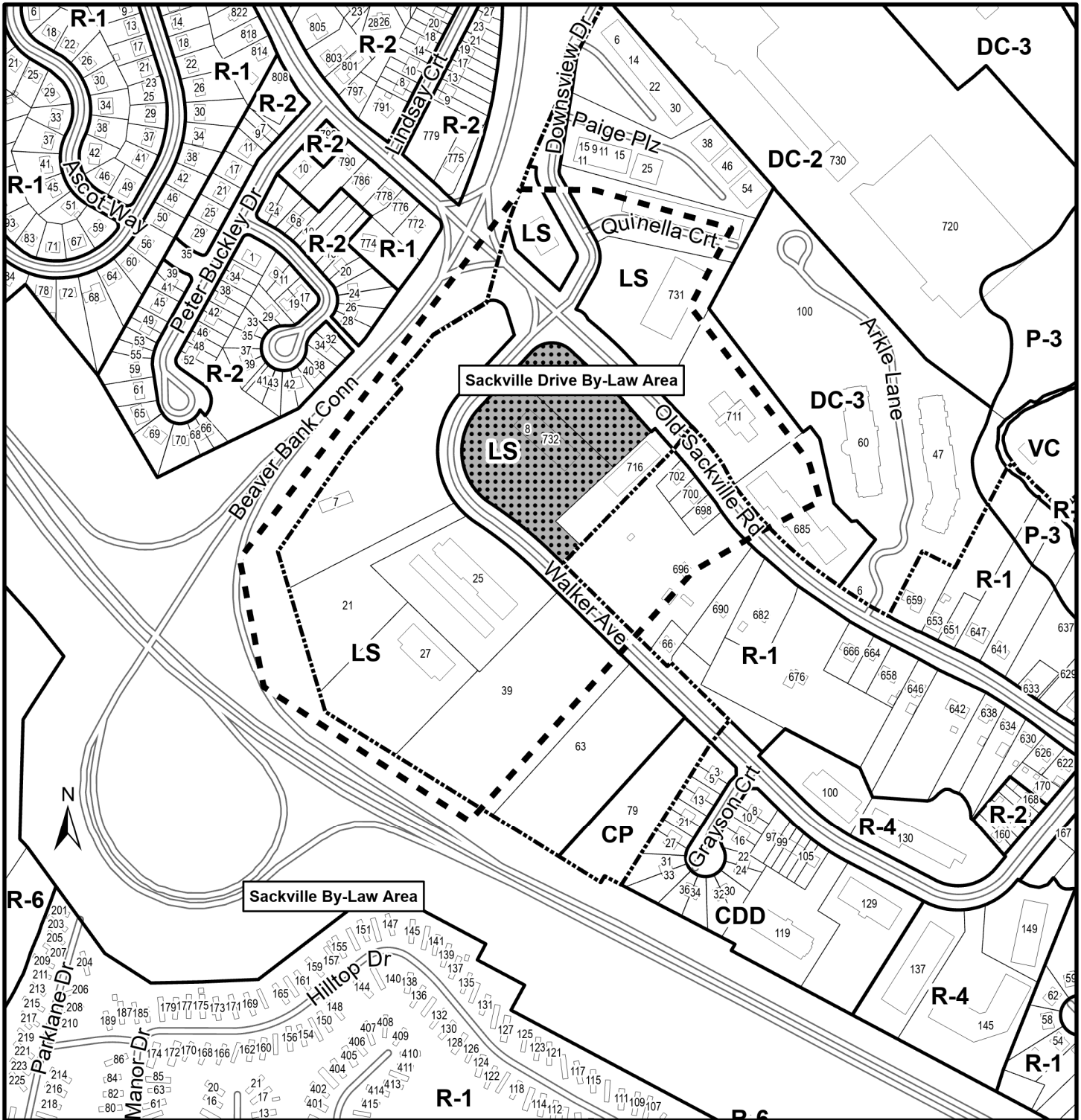


Sackville Drive Plan
and Sackville Plan

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

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

Map 2



Map 2 - Zoning and Notification Area

8 Walker Ave & 732 Old Sackville Rd,
Lower Sackville

Subject Area

Area of Notification

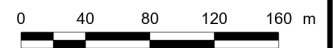
By-Law Area Boundary

Sackville Drive Land Use By-Law
and Sackville Land Use By-Law

Zone

- LS Large Scale Commercial
- DC-1 Downsview Complex-1
- DC-2 Downsview Complex-2
- DC-3 Downsview Complex-3
- CP Community Parkland and Facility
- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-4 Multiple Unit Dwelling
- R-6 Rural Residential
- P-3 Floodplain
- CDD Comprehensive Development District

HALIFAX



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

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

Attachment A: Proposed Amending Development Agreement

THIS FIRST AGREEMENT made this day of **[Insert Month]**, 20__,

BETWEEN:

INSERT OWNER NAME

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 Walker Avenue (PID 41077793) and Old Sackville Road (PID 41077785), Lower Sackville, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on September 21, 2015, North West Community Council approved an application to enter into a Development Agreement to allow for a residential/commercial mixed use building on the lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy DB-2(a) of the Sackville Drive Secondary Planning Strategy (Municipal Case 19060), and which said Development Agreement was registered at the Land Registration Office in Halifax on December 4, 2015 as Document Number 108211245 (hereinafter called the "Original Agreement");

AND WHEREAS the Developer has requested amendments to the Original Agreement to allow for changes to the exterior building design on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy DB-2(a) of the Sackville Drive Secondary Planning Strategy and Part 5, Section 1, Subsection (2a) of the Sackville Drive 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 22691;

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, conform with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Numbers ~~19060:~~ and **22691:**

Schedule A	Legal Description of the Original Land(s)
Schedule B	Site Plan
Schedule B-1	Site Plan
Schedule C	Landscape Plan
Schedule C-1	Landscape Plan
Schedule D	Building Elevation A
Schedule D-1	Building Elevations A (Southwest and Northeast)
Schedule E	Building Elevation B
Schedule E-1	Building Elevations B (Southwest and Northeast)
Schedule F	Building Elevation C
Schedule F-1	Building Elevations A and B (Southeast and Northwest)
Schedule G	Building Elevation D
Schedule H	Building Elevations E1 and E2
Schedule I	Building Elevations F1 and F2

4. The Existing Agreement shall be amended by deleting the following Schedules:

Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Building Elevation A
Schedule E	Building Elevation B
Schedule F	Building Elevation C
Schedule G	Building Elevation D
Schedule H	Building Elevations E1 and E2
Schedule I	Building Elevations F1 and F2

And inserting the following Schedules:

Schedule B-1	Site Plan (attached)
Schedule C-1	Landscape Plan (attached)
Schedule D-1	Building Elevations A (Southwest and Northeast) (attached)
Schedule E-1	Building Elevations B (Southwest and Northeast) (attached)
Schedule F-1	Building Elevations A and B (Southeast and Northwest) (attached)

5. The Existing Agreement shall be amended by deleting all text references to Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, Schedule G, Schedule H, and Schedule I, and replacing them with the respective reference to Schedule B-1 and Schedule C-1, Schedule D-1, Schedule E-1, and Schedule F-1.

6. Subsection 3.3.1 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

3.3.1 The use(s) of the Lands permitted by this Agreement are as generally illustrated on the Schedules, being the following:

- (a) A mixed-use building, shown as Building A on Schedules B-1 and C-1, with a maximum of ~~68~~ **62** dwelling units, not exceeding a height of 4 storeys and having **a maximum of 5000** square feet of ground floor commercial retail and service and personal service use;
- (b) A mixed use building, shown as Building B on Schedules B-1 and C-1, with a maximum of ~~56~~ **62** dwelling units, not exceeding a height of 4 storeys and having **a maximum of 5000** square feet of ground floor commercial retail and service and personal service use; and
- (c) A basement level parking garage.

7. Subsection 3.3.2 shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

3.3.2 **Notwithstanding Subsection 3.3.1, t**The Developer shall be permitted to vary the total number of **dwelling** units in the buildings by a maximum of 10 percent.

8. Subsection 3.4.2 shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

3.4.2 The Developer agrees that the design, form, and exterior materials of the buildings shall, in the opinion of the Development Officer, conform to the Buildings A and B Elevations included with this Agreement as Schedules D-1 through ~~†~~ **F-1**.

9. Subsection 3.6.2 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

3.6.2 The underground parking area shall provide a minimum of ~~440~~ **130** underground spaces.

10. Subsection 3.6.3 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

3.6.3 The surface parking area within the internal courtyard shall provide a minimum of ~~90~~ **70** spaces. Surface parking areas shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and shall be surrounded by concrete curbing.

11. Subsection 3.8.10 of the Original Agreement shall be amended by deleting the text shown in strikeout:

~~3.8.10 The Landscape Plan shall provide a detailed specific design to mitigate the visual impact of the underground parking entrance accessed at Walker Avenue. Any design response shall not interfere with stopping sight distances.~~

12. Section 6.1 shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:

6.1 The following items are considered by both parties to be non-substantive and may be amended ~~by resolution of Council~~ in a matter consistent with the requirements of the **Halifax Regional Municipality Charter**:

13. Subsection 7.3.1 shall be amended by inserting the text shown in bold, as follows:

7.3.1 In the event that construction has not commenced within three (3) years from the date of registration of this **First Amending** Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force of effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

14. Subsection 7.4.1 shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:

7.4.1 If the Developer fails to complete the development after eight (8) years from the date of registration of this **First Amending** Agreement at the Registry of Deeds or Land Registration Office ~~Council~~ **the Municipality** 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.

15. Subsection 7.4.2 shall be amended by inserting the text shown in bold, as follows:

7.4.2 Upon the completion of the whole development or complete phases of the development, **either Council or the Chief Administrative Officer as directed by the HRM Charter**, 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 Secondary Planning Strategy and Land Use By-law for Sackville Drive, as may be amended from time to time.

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 OWNER NAME

Witness

Per: _____

Print name: _____

Date signed: _____

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

Date signed: _____

Witness

Per: _____
MUNICIPAL CLERK

Date signed: _____

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, personally came and appeared _____, the 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.

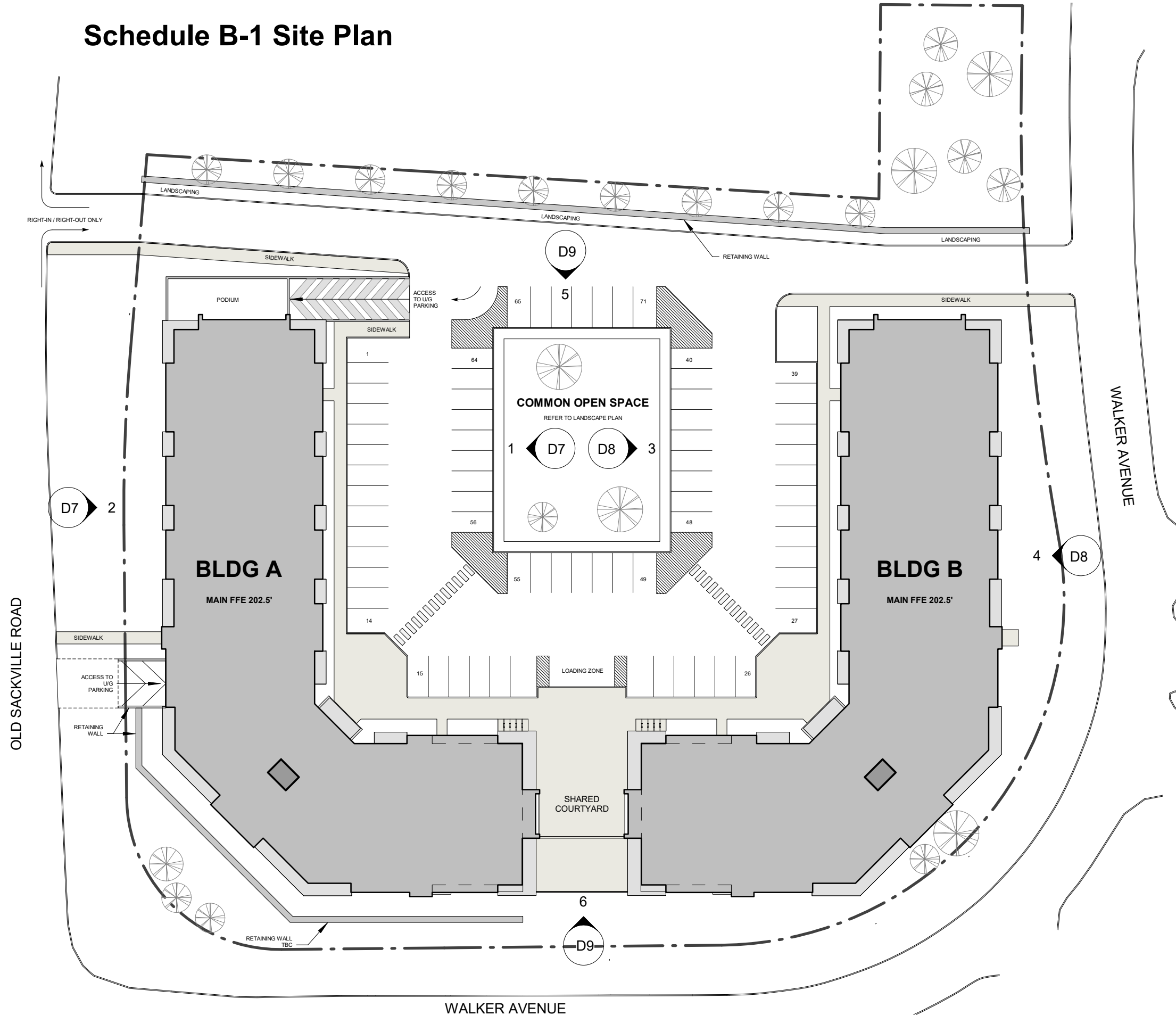
A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly 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

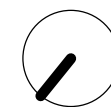
Schedule B-1 Site Plan



WALKER AVE.
8 WALKER AVENUE, SACKVILLE NS

SITE PLAN

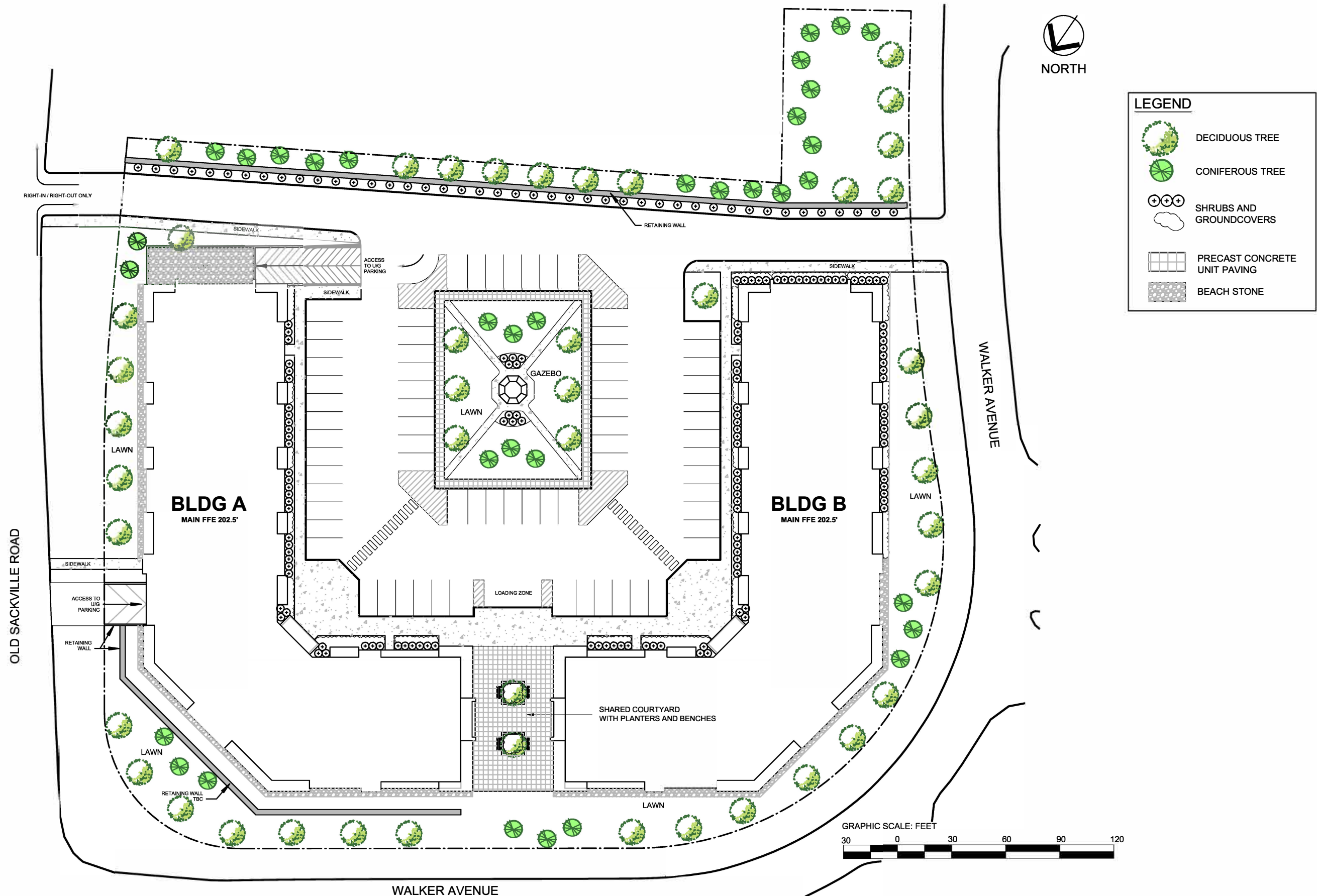
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WM FARES
ARCHITECTS

D1

Schedule C-1 Landscape Plan

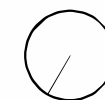


WALKER AVE.
8 WALKER AVENUE, LOWER SACKVILLE, NS

CONSULTANT:
Gordon Ratcliffe
LANDSCAPE ARCHITECTS
2055 Route 329, RR #1
HUBBARDS, NOVA SCOTIA
CANADA, B0J 1T0
TEL: (902) 478 - 3683
FAX: (902) 857 - 1108
grt@eastlink.ca

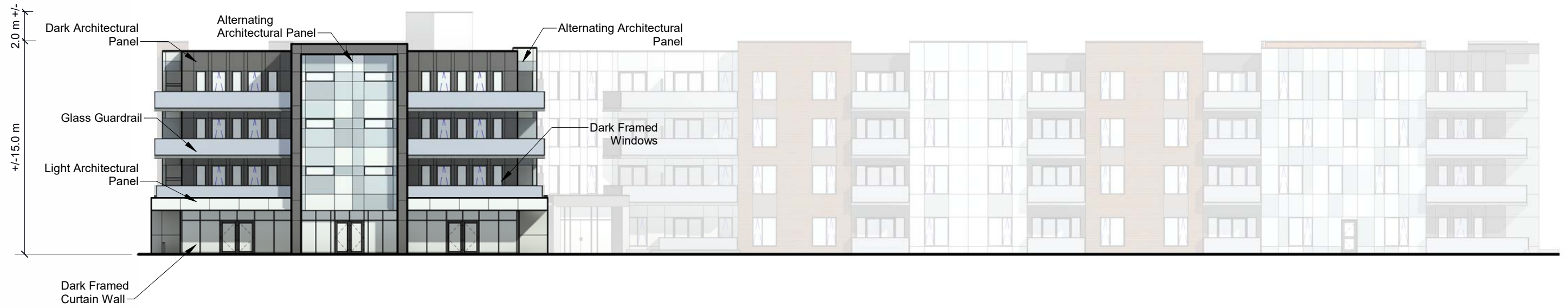
DRAWING:
LANDSCAPE PLAN

Project No: 2019-38
Scale: AS NOTED
Date: AUGUST 24, 2022



L101

Schedule D-1 Building Elevations A (Southwest and Northeast)



① Building A South-West - Interior Courtyard
3/64" = 1'-0"

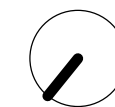


② Building A North-East - Old Sackville Road
3/64" = 1'-0"

WALKER AVE.
8 WALKER AVENUE, SACKVILLE NS

ELEVATION

Project No: 2019-38
Scale: 3/64" = 1'-0"
Date: 22-Jul-22
9:15:38 AM



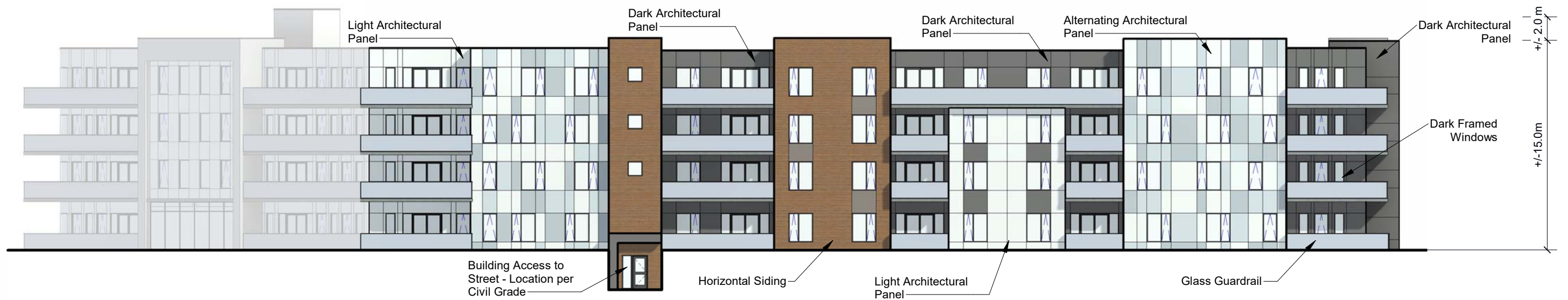
WM FARES
ARCHITECTS

D7

Schedule E-1 Building Elevations B (Southwest and Northeast)



③ Building B North-East - Interior Courtyard
3/64" = 1'-0"



④ Building B South-West - Walker Avenue
3/64" = 1'-0"

WALKER AVE.
8 WALKER AVENUE, SACKVILLE NS

ELEVATION

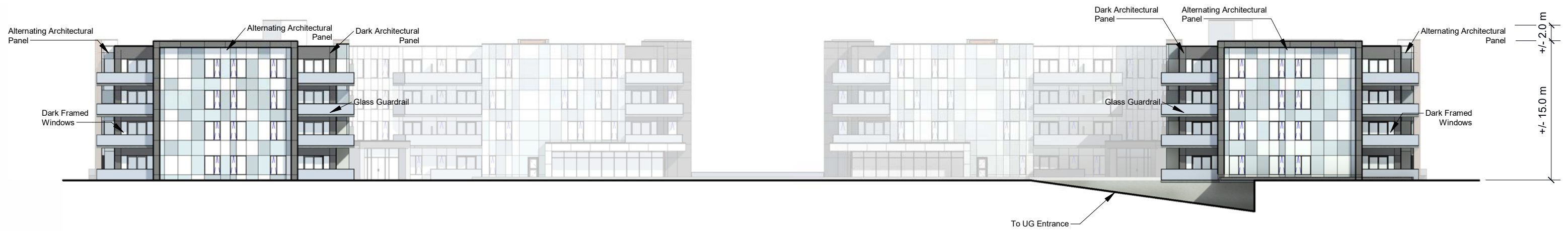
Project No: 2019-38
Scale: 3/64" = 1'-0"
Date: 22-Jul-22
9:15:49 AM



WM FARES
ARCHITECTS

D8

Schedule F-1 Building Elevations A and B (Southeast and Northwest)



5 Buildings A+B South-East - Neighbour
1" = 30'-0"



6 Buildings A+B North-West - Walker Avenue
1" = 30'-0"

WALKER AVE.
8 WALKER AVENUE, SACKVILLE NS

ELEVATION

Project No: 2019-38
Scale: 1" = 30'-0"
Date: 22-Jul-22
9:16:10 AM



WM FARES
ARCHITECTS

D9

Attachment B: Review of Relevant Sackville Drive SMPS Policies

Sackville Drive Secondary Planning Strategy	
Policy	Staff Comment
<p><i>Notwithstanding the above, a residential redevelopment replacing the existing land uses at 8 Walker Avenue and 732 Old Sackville Road with a mixed-use multiple unit development is in keeping with the Urban Settlement Designation under the Regional MPS to provide for a diverse, vibrant and liveable urban environment. Furthermore, Sackville is identified as an Urban District Growth Centre under the Regional MPS where the land use is envisioned to be a mix of low, medium and high density residential, commercial, institutional and recreation uses with a connecting point for transit routes to other Centres and the Regional Centre. With the development of the Halifax Transit Sackville Terminal at 7 Walker Avenue, across the street from 8 Walker Avenue, the location of the mixed use multiple unit development seems appropriate as supported by plan policies. (RC-Jul 21/15;E-Sep 12/15)</i></p>	
<p>Policy DB-2 <i>Within the Downsview-Beaver Bank Designation, a Large Scale Commercial Zone shall be established under the Land Use By-law and applied to a portion of the lands as shown on Schedule B. The Large Scale Commercial Zone shall permit a range of commercial and retail uses that typically require buildings of 10,000 square feet, or greater, in size, including but not limited to, retail, office, hotel and motels, self storage facilities, commercial entertainment, commercial recreation, automobile rental, motor home sales. Institutional and community uses shall be permitted. New multiple residential uses shall be prohibited in the Large Scale Zone. All residential, outdoor display, trade and contracting uses in existence as of May 7, 2002, shall be permitted within the Zone.</i></p>	<p>The site is within the Downsview-Beaver Bank Designation and is zoned (LS) Large Scale Commercial under the Sackville Drive Land Use By-law.</p>
<p>Policy DB-2(a) (RC-Jul 21/15;E-Sep 12/15) <i>Within the Downsview-Beaver Bank Designation a mixed-use multiple unit development at 8 Walker Avenue and 732 Old Sackville Road shall be considered by development agreement in accordance with the provisions of the Halifax Regional Municipality Charter. The location, scale, height, building materials and architectural character of the proposed building and the existing surrounding built environment are factors to be considered in evaluating this proposal along with land use, pedestrian connections, landscape design and traffic implications. The location of the Halifax Transit terminal across Walker Avenue from the proposed development and the well-developed regional traffic network supports multiple unit dwelling development at this location. In considering any such development agreement, Council shall have regard to the following:</i></p>	<p>Building siting is very similar to that in the existing development agreement. The walls of the proposed building are oriented to Old Sackville Road and Walker Avenue, making the building walls parallel to activity on the streets. There are no public sidewalks along Walker Avenue adjacent to the site. The main entrances to the buildings are located within the inner courtyard and are connected to the inner walkway system. There are three pedestrian pathways to the streets: two along Old Sackville Road where there is pedestrian infrastructure to connect with and one on the southwest side Walker Avenue. Due to lack of pedestrian facilities in the right-of-way and the curve of the road, Development Engineering has advised against a pedestrian pathway connecting to the northwest side of Walker Avenue.</p> <p>The building streetwalls are required by the existing development agreement to be designed</p>

<p><i>(a) building walls shall be oriented to the street(s) and main building entrances shall be safely oriented to the sidewalk system and primary pedestrian ways;</i></p>	<p>and detailed as primary facades to ensure a quality building and provide interest to pedestrians and motorists.</p> <p>The existing development agreement requires a Landscape Architect prepare a landscaping plan that provides a safe connection to the entry plaza to the building. This plan is required to be submitted at permitting.</p>
<p><i>(b) compatible retail commercial and personal service use may be provided at main level;</i></p>	<p>The development agreement restricts the commercial use to a maximum of 10,000 square feet (5,000 square feet in each building) and to be completely located on the ground floor. It also restricts commercial uses to retail, service, and personal service uses.</p>
<p><i>(c) compatibility with surrounding built form and lands uses. Utilization of architectural design approaches to reduce perception of visual impact of the height, scale and mass in relation to the surrounding built form;</i></p>	<p>The surrounding built form consists of primarily commercial and medium density residential (4 storey) land uses. Along Walker Ave, the land use transitions to low and medium density residential uses (3-4 storeys)</p> <p>The existing development agreement restricts the building height to a maximum of 4 storeys. A four storey building can be considered consistent and compatible with the surrounding built form for multiple units in the area. Commercial buildings in the area are less than 4 storeys in height.</p> <p>The building has slight variations in the balconies, as well as changes in articulation, a fenestration pattern, and building materials which help reduce the perceived bulk of the building.</p>
<p><i>(d) pedestrian activity shall be encouraged through, but not limited to, provision of outdoor cafes, ground floor uses and landscaped amenity areas. Consideration shall be given to weather protection for pedestrians;</i></p>	<p>The main entrances to the buildings are located within the inner courtyard and are well connected by an inner walkway. Pedestrian activities are encouraged on-site within the inner walkway system and courtyard. The applicant has proposed three pedestrian connections to the surrounding streets. Two to the sidewalk on Old Sackville Road and one connecting to the southwest side Walker Avenue. There are no on-street pedestrian facilities (i.e., sidewalks or crosswalks) on Walker Avenue on the same side as the development and there are curves in the road. Because of these conditions, Development Engineering has advised it is not safe to provide pedestrian connections from the northwest side of the building directly to Walker Avenue across from the transit terminal.</p> <p>The existing development agreement requires the landscape plan prepared by the Landscape</p>

	Architect consider microclimates and plan for extension of seasonal weather through use of canopies, awnings, and other weather protection.
<i>(e) landscape architectural details shall reinforce pedestrian circulation, highlight entrances, and provide shade. Landscaping features and/or street trees should be safely provided around the perimeter and throughout the development to enhance site aesthetics;</i>	The existing development agreement requires a landscape plan that provides a safe connection to the entry plaza to the building.
<i>(f) traffic access to and from the site should be designed to safely minimize adverse impacts on the adjacent residential uses and street network;</i>	HRM Development Engineering reviewed the provided traffic impact statement and submitted traffic information and commented no operational issues are expected to result. The traffic review included impact on the existing operational issues during the PM peak hour at the intersections of Old Sackville Rd/Walker Ave/Downsview Dr and Old Sackville Rd/Beaver Bank Connector. The Traffic Impact Study was accepted by HRM Development Engineering.
<i>(g) lighting shall be designed to provide security, safety, and visual appeal for both pedestrians and vehicles while ensuring minimal impact on adjacent properties; and</i>	A lighting plan is required under the existing development agreement to address safety concerns as well as visual appeal. Any site lighting is required to be arranged so light is diverted away from adjacent sites.
<i>(h) the provisions of Policy I-5.</i>	See below.
Policy I-5 <i>In considering a development agreement or rezoning, Council shall have regard to the following matters:</i>	The existing development agreement requires a landscape plan be prepared by a Landscape Architect and where not guided by the terms of the development agreement will use the established guidelines of the LUB and the landscape plan in the Schedule.
<i>(a) the proposal furthers the intent of the streetscape guidelines established within the Land Use By-law and Schedule D relating to signage, architecture, landscaping, parking and driveway entrances;</i>	The development agreement permits three ground signs for civic address and the name of the development. Commercial signage, other than that covered under the development agreement, is subject to the LUB.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	(i) All costs associated with the proposed development are the responsibility of the Developer.
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	(ii) This property is capable of being serviced with water, wastewater, and stormwater. Halifax Water's Wastewater and Stormwater System is only available within Old Sackville Road.
<i>(ii) the adequacy of sewer and water services; (iii) the adequacy or proximity of school, recreation and other community facilities;</i>	(iii) Adequate recreation and community facilities are located within the community to serve the future residents of this proposed development.
<i>(iv) the adequacy of road networks leading or next to, or within the development; and</i>	

<p><i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i></p>	<p>Schools must accommodate prospective students in their catchment area under HRCE regulations. Based on HRCE's 2022 long-range outlook, all HRCE schools (English and French immersion) are operating below capacity and are not projected to exceed capacity between 2022 and 2031.</p> <p>(iv) HRM Development Engineering has reviewed the provided traffic study and submitted traffic information and commented that no operational issues are expected to result. The traffic review included impact to the existing operational issues during the PM peak hour at the intersections of Old Sackville Rd/Walker Ave/Downsview Dr and Old Sackville Rd/Beaver Bank Connector.</p> <p>(v) N/A</p>
<p><i>(c) that controls are placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <p><i>(i) type of use;</i> <i>(ii) height, bulk and lot coverage of any proposed building;</i> <i>(iii) traffic generation, access to and egress from the site, and parking;</i> <i>(iv) open storage;</i> <i>(v) maintenance; and</i> <i>(vi) any other relevant matter of planning concern.</i></p>	<p>(i) The existing development agreement controls the type of uses. Two multi-unit dwelling with up to 10,000 square feet of minor commercial uses at grade between the two buildings. The policy criteria of DB-2 (a)(c) above speaks to the compatibility of the proposal and the surrounding built environment.</p> <p>(ii) Please see DB-2(a)(c) above.</p> <p>(iii) Please see DB-2(a)(f) and I-5 (b)(iv) above. The existing DA requires a minimum of 110 underground parking spaces and 90 surface parking spaces. The amending DA requires the same quantity, but distributed differently: 130 underground spaces and 70 surface spaces.</p> <p>(iv) Open storage is addressed in the LUB.</p> <p>(v) Maintenance of the building, landscaping, and lands are the responsibility of the developer under the terms of the existing development agreement.</p> <p>(vi) N/A</p>