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**Item No. 10.1.1**  
**North West Community Council**  
**December 12, 2022**  
**January 16, 2023**

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

**SUBMITTED BY:** -Original Signed-  
Kelly Denty, Executive Director of Planning and Development

**DATE:** November 21, 2022

**SUBJECT:** **Case 23293: Development Agreement at Beaver Bank Road and Windgate Drive, Beaver Bank**

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**ORIGIN**

Application by WM Fares Architects

**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 permit a four-storey, 46-unit apartment building on lands near the intersection of Beaver Bank Road and Windgate Drive, Beaver Bank 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 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 Holy Trinity Pastoral Unit, is applying for a development agreement to permit a four-storey apartment building containing 46 units near the intersection of Beaver Bank Road and Windgate Drive in Beaver Bank. The area has established infrastructure but relatively low density residential development surrounding it, and has potential to accommodate an increase in residential intensity. The proposed development agreement seeks to allow development to occur in a way that responds to local context without significant change in the area's character.

<b>Subject Site</b>	PID 40117236
<b>Location</b>	East side of Beaver Bank Road between Windgate Drive and Stokil Drive, Beaver Bank
<b>Regional Plan Designation</b>	Urban Settlement (UR) and Rural Commuter (RC) designations under the Regional Municipal Planning Strategy
<b>Community Plan Designation (see Map 1)</b>	Urban Residential (UR) designation under the Sackville Municipal Planning Strategy (MPS)
<b>Zoning (see Map 2)</b>	R-6 (Rural Residential) zone under the Sackville Land Use By-law (LUB)
<b>Size of Site</b>	6342.3 sq. m. (68,298 sq. ft.)
<b>Street Frontage</b>	138.68 m (455 ft.)
<b>Current Land Use(s)</b>	undeveloped
<b>Surrounding Use(s)</b>	The surrounding area is mostly low density residential development with some commercial properties near the subject lands. On the west side of Beaver Bank Road, opposite the subject lands, is Barrett Firewood and Barrett Lumber Company. To the north and east are vacant lands including a disused HRM road parcel. To the immediate west is a single unit dwelling. To the south is vacant land with a low density residential community beyond that.

### **Proposal Details**

The applicant proposes to develop a residential apartment building. The major aspects of the proposal are as follows:

- 4 storeys (23 metres) in height;
- 46 units; minimum 50% of which must be 2 bedrooms;
- driveway access from Beaver Bank Road;
- 36 below grade parking spaces and 32 surface parking spaces;
- 104 square metres interior amenity space;
- light and medium toned vertical siding with dark tone spandrel panels;
- roof materials of the same light and medium tones as exterior walls; and
- steeply pitched gable-end forms and clear balcony panels to reduce perception of massing.

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

Policy UR-8 of the Sackville MPS enables Community Council to consider multiple unit buildings with more than 6 units by development agreement. The development agreement approach will provide site-specific controls intended to ensure that community concerns such as appropriate density and scale of development, landscaping, site design, and separation from low density residential development are adequately addressed.

The R-6 (Rural Residential) zoning under the Sackville LUB is currently applied to the subject site as the zone supports some areas where services are available. The R-6 Zone is intended to support a semi-rural environment, but it also recognizes there are areas where new suburban-type residential development is taking place. In areas where transition to suburban, higher density, residential development has occurred, appropriate levels of protection are provided through a development

agreement, as enabled under Policy UR-8, to ensure compatibility with the surrounding residential context.

The range of land uses that would be permitted as-of-right includes single unit dwellings, day care facilities, bed and breakfasts, business uses, pet care facility, agriculture uses, forestry uses, fishing and fishing related uses, open space uses and limited institutional uses.

## **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. Community engagement was achieved through providing information and seeking comments through the HRM website (receiving 1261 unique views), signage posted on the subject site, letters mailed to 450 property owners within the notification area and a virtual public information meeting held on March 9, 2022. Attachment C contains a copy of a summary from the meeting. The public comments included the following topics:

- This development is not in keeping with the character of the community (i.e., losing sense of nature, big city “look” and feel);
- Traffic is a concern;
- Availability of amenities such as schools;
- Privacy for nearby residents;
- Would like to see three-bedroom units; and
- No apartments to rent in the area so this would be a welcome addition.

A public hearing must be held by North West Community Council before they may 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.

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

On April 6, 2022, the North West Planning Advisory Committee (PAC) recommended that the application be approved with consideration given to reviewing the location of the driveway and installing traffic lights at the intersection of Windgate Drive and Beaver Bank Road.

The location of the driveway shown at Schedule B of the proposed development agreement was reviewed by HRM Development Engineering and meets both the minimum and turning sight distance as required under HRM's *Municipal Design Guidelines (2013)*. Off-site benefits such as installation of traffic lights at the intersection of Windgate Drive and Beaver Bank Road are beyond the consideration of the proposed development agreement.

It should be noted that this application was reviewed by the PAC in advance of changes to the *Halifax Regional Municipality Charter* in April which prohibited Council from seeking the recommendations of this committee prior to deciding on a planning application. New applications received today would not be considered by the PAC.

## **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably 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 which sets out the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Site development details;
- Architectural requirements;
- Parking provisions for motor vehicles;
- Landscaping provisions, including requirement for landscape plan to be prepared;
- Requirements relative to maintenance; and
- Matters able to be considered in future as non-substantive change to the agreement, such as the landscaping requirements; and extensions to the commencement and completion times.

The attached development agreement will permit a four storey 46-unit apartment building, subject to the conditions 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.

### **Community Character**

Policies UR-8 and IM-13 both direct Council to ensure controls are placed on the proposed development to reduce conflict with any adjacent or nearby land uses in regards to height, bulk and lot coverage of the proposed building. To reduce the visual perception of bulk, the roof line introduces a stepping form that varies in height. The lower portions of the stepped roof have corresponding recessed sidewalls that articulate the building and break up the overall mass. The proposed building uses traditional character forms of gable-ended roofs which are predominant in the area; the pitched roof and the stepped height respect local forms and styles.

The proposed development will be set within an area containing lot sizes and layouts of inconsistent character. This is likely due to the acute intersection of Beaver Bank Road and Windgate Road and a remnant of the Old Beaver Bank Road (that edges the interior of the subject site) in addition to the historic location of the railway. The proposed lot coverage of 25% is less than other residential lot coverage requirements under the LUB. Typical requirements are set at 35% for single detached, semi-detached and townhouses and 50% for multiple unit buildings, but because of the varied site characteristics surrounding the subject site, the difference will likely be unnoticeable.

### **Traffic**

A Traffic Impact Statement (TIS), submitted by the applicant is in support of the application for the proposed building, was reviewed and accepted by HRM Development Engineering. The study was required to review stopping and turning sight distances, number of trips generated by the proposal and the impact on surrounding streets. The minimum stopping sight distance and minimum turning sight distance are anticipated to meet the requirements of the Transportation Association of Canada's (TAC) *Geometric Design Guide for Canadian Roads*.

The TIS shows the minimum stopping and turning sight distance requirements for the two-laned Beaver Bank Road with a design speed of 50 km/h is met in both directions at the access point (proposed driveway). The Statement also noted that on a typical weekday, the proposed development is expected to generate 33 vehicle trips in the morning peak hour and 40 vehicle trips in the afternoon peak hour. The trip generation estimates indicate that the proposed development will generate less than 25 vehicle trips in either direction on Beaver Bank Road during the peak hours. It is anticipated that the new vehicle trips associated with the proposed development can be accommodated with a negligible impact on traffic operations.

## **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. The proposed four-storey development reads as a contemporary building while working with traditional character forms – gable end buildings set in a stepped height - that are locally predominant to address height and bulk. The site development plan of the proposed agreement shows a buffer screen along the abutting bounds of the nearby single unit dwelling to the west with a 6 feet high opaque fence and a row of coniferous trees. Any further buffering and development of outdoor amenities may be captured under the required landscape plan of the agreement. Traffic concerns regarding stopping and turning sight distances, the volume of new trips generated by the proposed development and impact on surrounding street system have been responded to by a traffic statement showing technical requirements have been met and the increased number of vehicle trips will have negligible impact on existing streets. 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 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 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 and 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 and Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

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

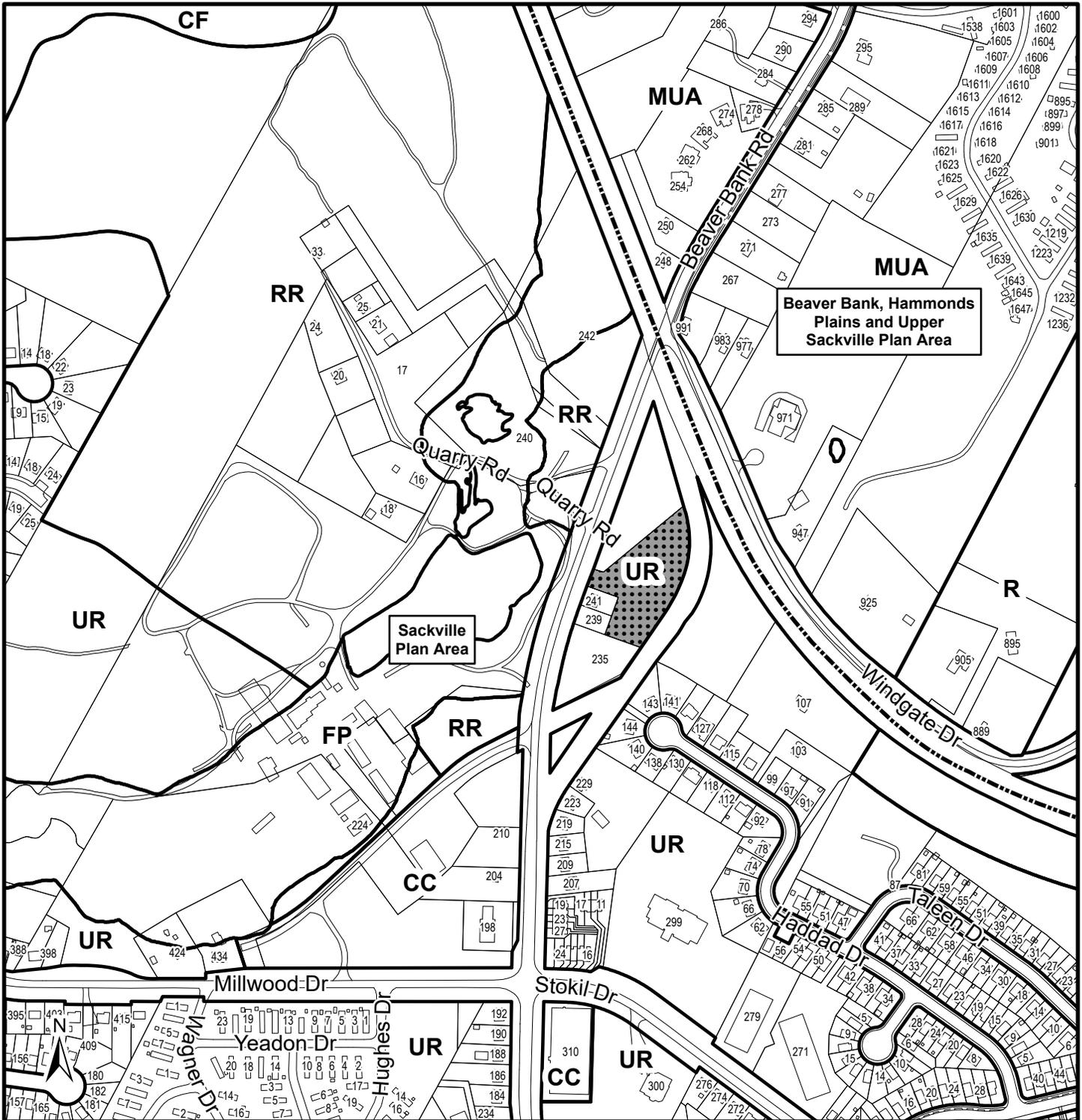
Attachment A: Proposed Development Agreement  
Attachment B: Review of Relevant MPS Policies  
Attachment C: Public Information Meeting Summary

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

Report Prepared by: Darrell Joudrey, Planner II, 902.225.8630

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**Beaver Bank, Hammonds  
Plains and Upper  
Sackville Plan Area**

**Sackville  
Plan Area**

**Map 1 - Generalized Future Land Use**

Beaver Bank Rd.,  
Beaver Bank

 Subject Property

Sackville Plan Area  
Beaver Bank, Hammonds Plains and  
Upper Sackville Plan Area

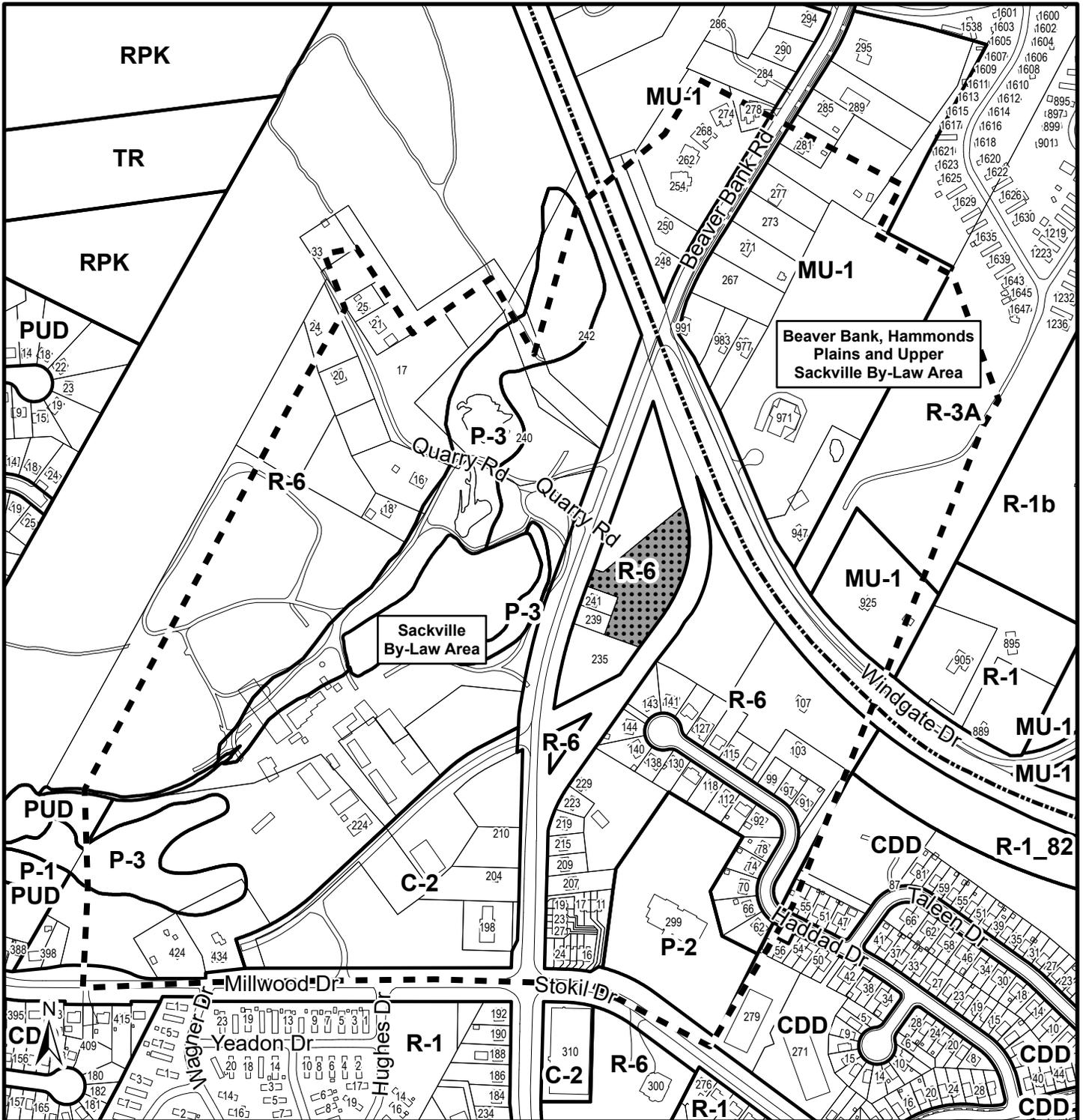
**Designation**

- |       |     |                      |
|-------|-----|----------------------|
| SACKV | CC  | Community Commercial |
|       | CF  | Community Facility   |
|       | FP  | Floodplain           |
|       | RR  | Rural Residential    |
|       | UR  | Urban Residential    |
| HPSBB | MUA | Mixed Use A          |
|       | R   | 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.



**Map 2 - Zoning and Notification Area**

Beaver Bank Rd.,  
Beaver Bank

-  Subject Property
-  Area of Notification

Sackville By-Law Area  
Beaver Bank, Hammonds Plains and  
Upper Sackville By-Law Area

**Zone**

- SACK
- C-2 Community Commercial
- CDD Comprehensive Development District
- P-2 Community Facility
- P-3 Floodplain
- PUD Planned Unit Development
- P-1 Open Space
- R-1 Single Unit Dwelling
- R-1\_82 Single Unit Dwelling (Under the 1982 Land Use By-law)

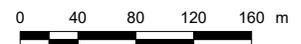
**SACK**

- R-6 Rural Residential
- RPK Regional Park
- TR Transportation Reserve

**HPSBB**

- MU-1 Mixed Use 1
- R-1 Single Unit Dwelling
- R-1b Auxiliary Dwelling with Home Business
- R-3A Mobile Home Park

**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 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 at Beaver Bank Road, Beaver Bank (PID 40117236) 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 a four storey 46-unit apartment building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR-8 and IM-13 of the Sackville Municipal Planning Strategy and Parts 4 and 12 of the Sackville 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 23293;

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

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

### **1.1 Applicability of Agreement**

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

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Sackville Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Sackville Land Use By-law shall not be permitted. Variances enabled under Section 250 of the *Halifax Regional Municipality Charter* 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 Sackville 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 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 Sackville Land Use By-law to the extent varied by this Agreement, or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

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

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

### **1.6 Provisions Severable**

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

## **1.7 Lands**

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **PART 2: DEFINITIONS**

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

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

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

### **3.1 Schedules**

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as municipal case 23293:

Schedule A	Legal Description of the Lands
Schedule B	Site Development Plan
Schedule C	Level P1 - Parking
Schedule D	North and South Elevation
Schedule E	East and West Elevation

### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to any site work or the issuance of a Grade Alteration Permit the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) In accordance with By-law G-200 a Grade Alteration Plan and Stormwater Management Plan.
- 3.2.2 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 detailed Landscape Plan in accordance with Section 3.8 of this Agreement.
- 3.2.3 Prior to the issuance of the first Occupancy Permit for the building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Written confirmation from a qualified professional that the Development Officer may accept as sufficient record of compliance with the detailed Landscape Plan required pursuant to Section 3.8 of this Agreement, or the posting of Security in accordance with Subsection 3.8.4 of this Agreement;
- 3.2.4 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 Sackville 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 is a four-storey residential building containing a maximum of 46 dwelling units.
- 3.3.2 The Development Officer may permit unenclosed structures attached to the main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Sackville Land Use By-law, as amended from time to time.

### **3.4 Building Siting**

- 3.4.1 The building's siting, bulk and scale shall comply to the following:
  - (a) lot coverage shall not exceed 25%;
  - (b) the building shall be a minimum of 6.1 metres from the front lot line;
  - (c) the maximum height of the building shall not exceed 23 metres measured from the first level parking floor surface to the top of the roof ridge; and
  - (d) the Development Officer may permit a 5% increase to the provision identified in clause 3.4.1(c) provided the intent and all other specific provisions of this Agreement have been adhered to.

### **3.5 Architectural Requirements**

- 3.5.1 The main entrances to the building shall be emphasized by detailing, changes in materials, and architectural devices such as, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. The primary entry door to the building's lobby shall face Old Beaver Bank Road. Service entrances, including the parking entry door, shall be integrated into the design of the building and shall not be a predominant feature.
- 3.5.2 The building façade facing Old Beaver Bank Road shall be designed and detailed as the primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.5.3 Large blank walls or areas of walls shall not be permitted. The scale of large walls shall be tempered by the introduction of architectural detail to create shadow lines (implied windows, surface articulation, cornice lines or offsets in the vertical plane) as identified on the Schedules.
- 3.5.4 Any exposed foundation in excess of 0.2 metres in height and 2 square metres in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.5 Exterior building materials shall not include vinyl siding, EIFS (Exterior Insulation and Finish System) or stucco (real or synthetic).
- 3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall match the colour of the adjacent surface, except where used expressly as an accent feature.

- 3.5.7 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from the Beaver Bank Road or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the 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.
- 3.5.8 All windows shall be vertically proportioned and in orientation. Windows should be framed with prefinished metal or vinyl.
- 3.5.9 All roof mounted mechanical systems or telecommunication equipment shall be visually integrated into the roof design to minimize impact to public view.

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

- 3.6.1 The parking area shall be sited as shown on Schedule B. The parking area shall remain within the property lines as shown on Schedule B.
- 3.6.2 The underground parking level shall provide a minimum of 36 parking spaces and the surface parking area shall provide a minimum of 32 parking spaces.
- 3.6.3 The parking area shall be hard surfaced and the limits of the parking area shall be defined by fencing, plantings or curbing.

### **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.

### **3.8 Landscaping**

- 3.8.1 All plant material shall conform to the Canadian Nursery Landscape Association's *Canadian Nursery Stock Standard 9<sup>th</sup> Edition* (2017).
- 3.8.2 An opaque wood board fence, measuring six feet in height, shall be located at the adjacent western property boundaries parallel to the site driveway and continuing along the back bounds of both properties: the fencing shall be supplemented by a row of conifer trees as shown on Schedule B.
- 3.8.3 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section. The Plan shall generally conform with the overall intentions of the Site Development Plan to retain existing vegetation, locate a fence with conifer screen at a portion of the property bounds and locate a sidewalk from the site access to the primary entry door and secondary door as shown on Schedule B. Any amenity space for the use of the residents developed on the subject site under the Landscape Plan shall feature both hardscape and softscape elements. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects).
- 3.8.4 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.8.5 Notwithstanding Subsection 3.8.4 where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer

may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.9 Amenity Space**

- 3.9.1 A minimum of 104 square metres of indoor amenity space shall be provided. This space shall be in addition to individual dwelling unit balcony spaces.
- 3.9.2 A minimum of 425 square metres is to be provided as outdoor amenity space developed as part of the Landscape Plan (3.8.3 above).
- 3.9.3 All outdoor amenity space shall be designed to have both soft and hard landscaping elements, as defined in the Land Use By-law.

### **3.10 Maintenance**

- 3.10.1 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.

### **3.11 Signs**

- 3.11.1 The sign requirements shall be accordance with the Sackville Land Use By-law as amended from time to time.
- 3.11.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 3.11.3 Signs shall only be externally illuminated.
- 3.11.4 A maximum of one ground sign shall be permitted at each entrance to the subdivision or phase or street to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 3.05 metres and the face area of any sign shall not exceed 4.65 square metres. All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.
- 3.11.5 Ornamental plants shall be planted and maintained around the entire base of a ground sign as part of the required landscaping.

### **3.12 Temporary Construction Building**

3.12.1 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.

### **3.13 Screening**

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

3.13.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Beaver Bank Road and residential properties along the western 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.

3.13.3 Mechanical equipment shall be permitted on the roof provided the equipment is integrated into the architectural treatments and roof structure and not visible from the Beaver Bank Road and adjacent residential properties.

3.13.4 Any ground located mechanical equipment shall be screened from view from Beaver Bank Road and adjacent residential properties with details such as a combination of fencing and landscaping.

### **3.14 Hours of Operation**

3.14.1 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.

### **3.15 Reinstatement**

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

### **3.16 Backyard and Secondary Suites**

3.16.1 Secondary Suites and Backyard Suites shall not be permitted.

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

### **4.1 General Provisions**

4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

### **4.2 Off-Site Disturbance**

4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

### **4.3 Undergrounding Services**

- 4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to the building shall be underground installation.

#### **4.4 Solid Waste Facilities**

- 4.4.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 4.4.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.4.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

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

#### **5.1 Private Storm Water Facilities**

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

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

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) 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.

### **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 in a manner consistent with the *Halifax Regional Municipality Charter*:
- (a) Changes to the Building Siting as detailed in Section 3.4 or which, in the opinion of the Development Officer, do not conform with Schedule B;
- (b) Changes to the Architectural Requirements as detailed in Section 3.5 or which, in the opinion of the Development Officer, do not conform with Schedules E or F;
- (c) Changes to the Parking, Circulation and Access as detailed in Section 3.6 or which, in the opinion of the Development Officer, do not conform with Schedule B;
- (d) Changes to the sign provisions as detailed in Section 3.10;

- (e) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- (f) The granting of an extension to the date of completion of construction as identified in Section 7.4.4 of this Agreement.

## **6.2 Substantive Amendments**

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

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

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer for the Municipality.
- 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 Land Registry Office in Halifax, as indicated herein, the Lands shall conform with the provisions of the Sackville Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, the Municipality may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 if the Municipality receives a written request from the Developer.

### **7.4 Completion of Development**

- 7.4.1 Upon the completion of the whole development, or completed in phases of the development, 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.
- 7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.

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 Land Registry Office in Halifax, as indicated herein, the Lands shall conform with the provisions of the Sackville Land Use By-law.

## **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement at the Land Registration Office in Halifax, 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.

## **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 24 hours of receiving such a request.

### **8.2 Failure to Comply**

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

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

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

Print Name: \_\_\_\_\_

Print Position: \_\_\_\_\_

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, 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

# Schedule B: Site Development Plan

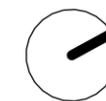


PROPOSED BUILDING	
LOT AREA	68 196sf (6 336m <sup>2</sup> )
LOT COVERAGE	25%
# OF UNITS	46
MIN 50% 2 BEDROOM UNITS	
# OF U/G PARKING	36
# OF SURFACE PARKING	32
# OF FLOORS	4

**Beaver Bank**  
Beaver Bank Rd. Sackville, NS

SITE DEVELOPMENT PLAN

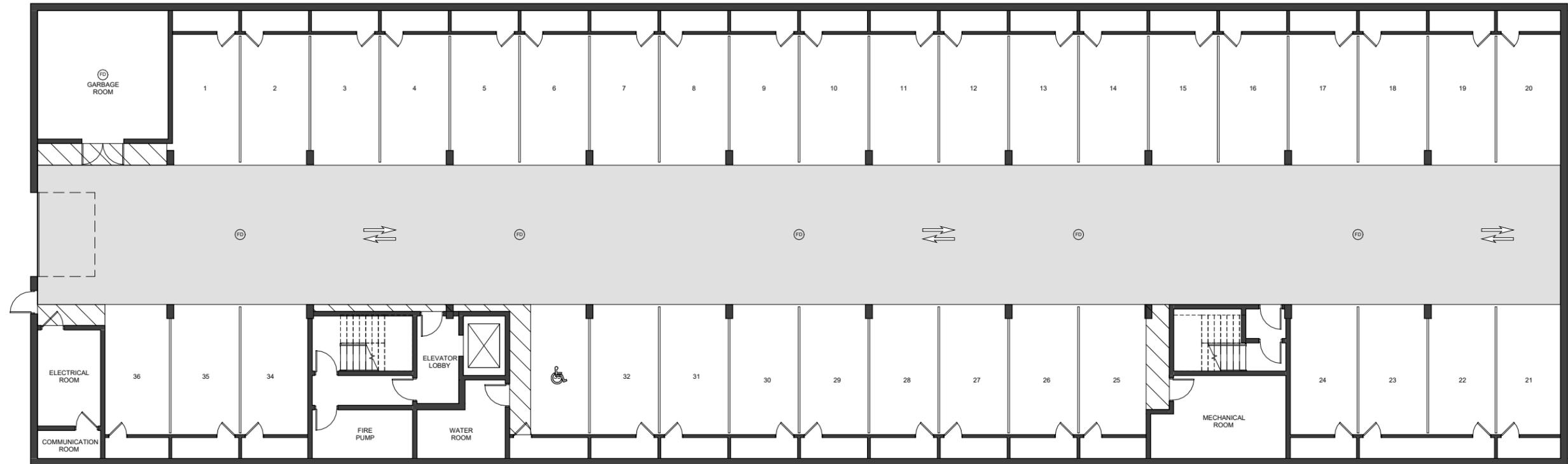
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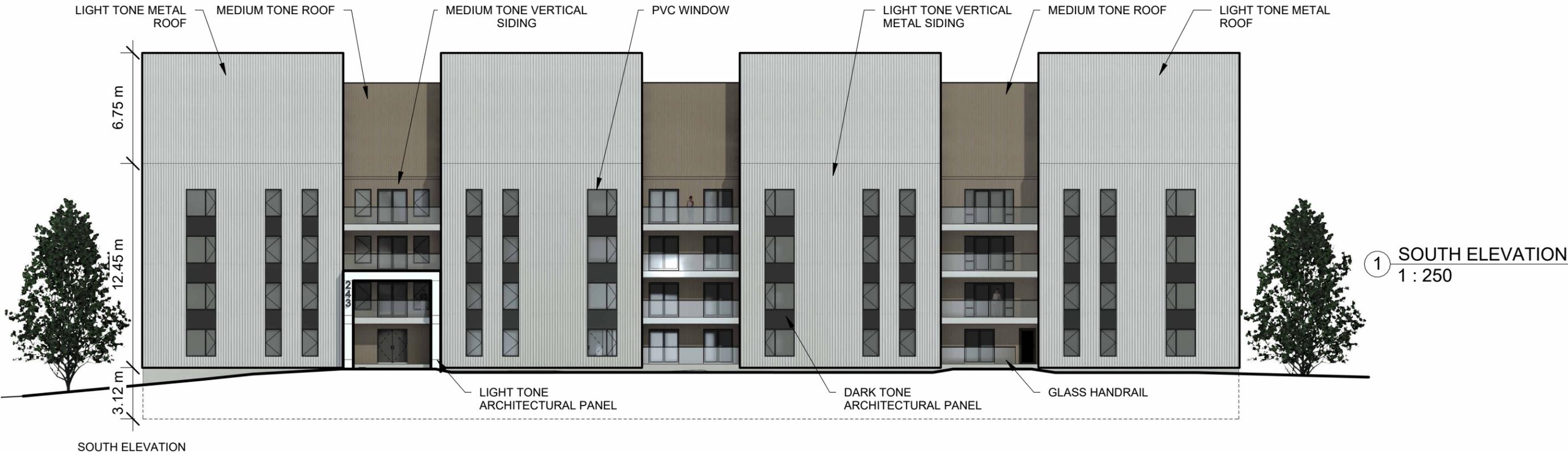
WM FARES  
ARCHITECTS

**D1**

# Schedule C: Level P1 - Parking



# Schedule D: North and South Elevations



**Beaver Bank**  
Beaver Bank Rd. Sackville, NS

NORTH + SOUTH ELEVATION

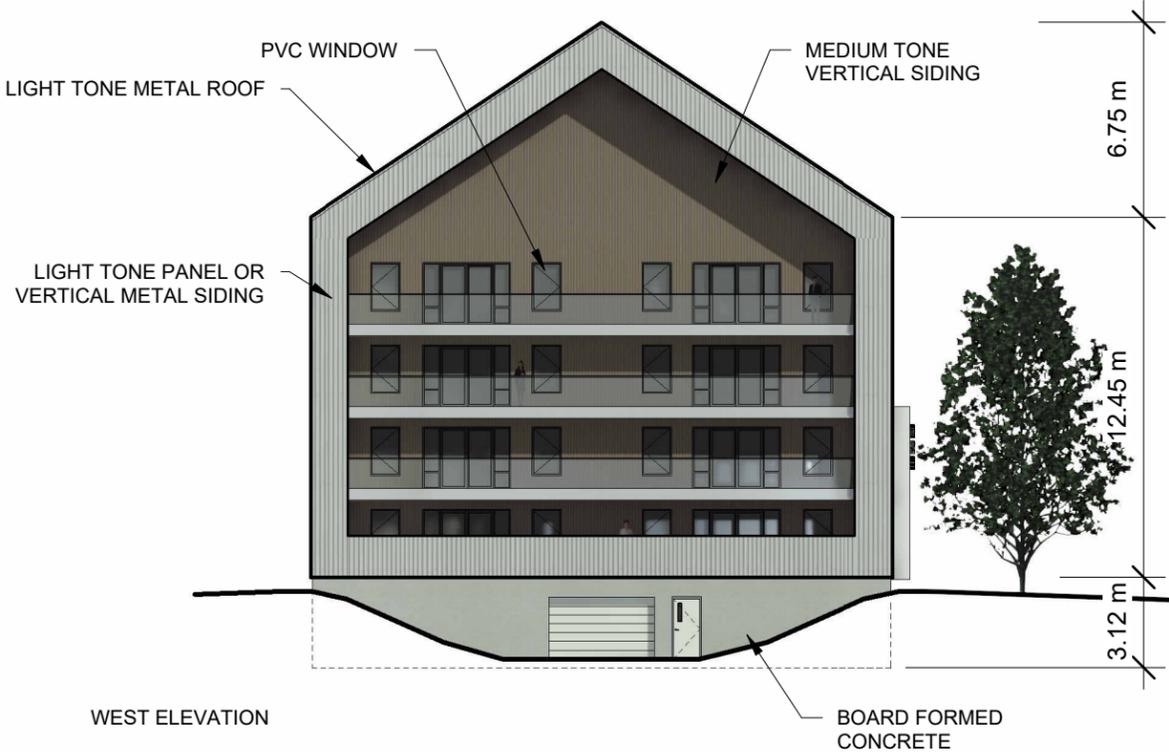
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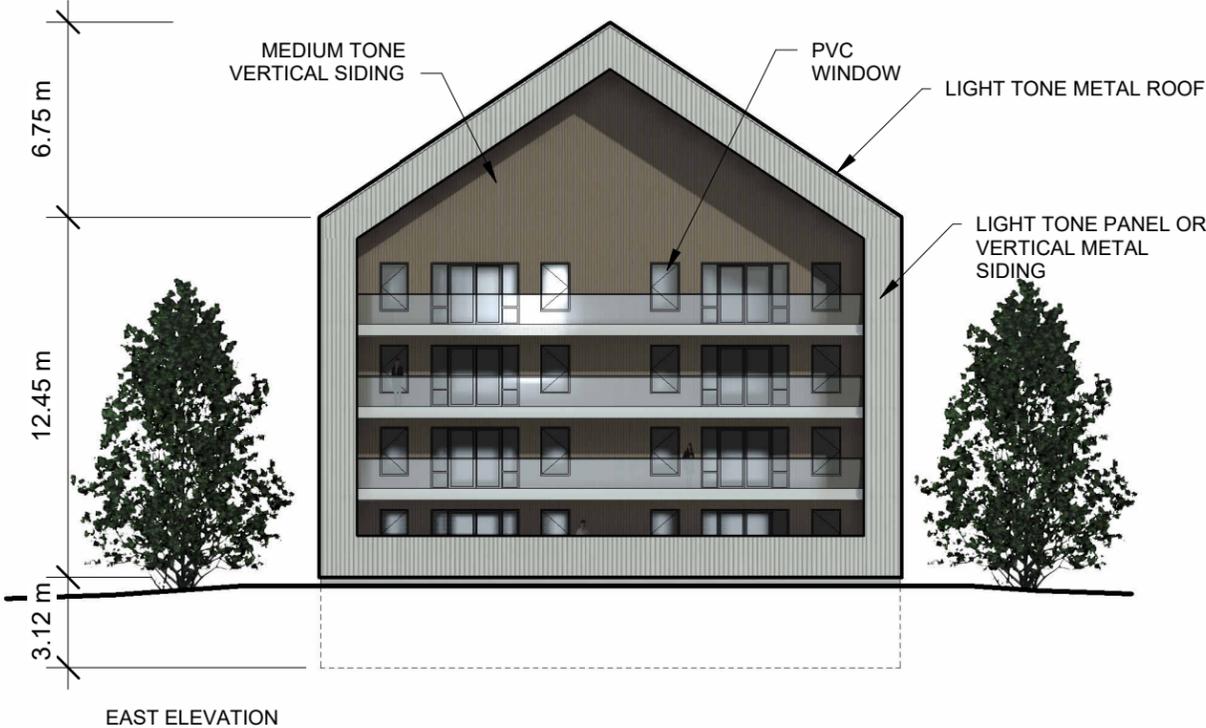
WM FARES  
ARCHITECTS

**D13**

# Schedule E: East and West Elevations



① WEST ELEVATION  
1 : 250



② EAST ELEVATION  
1 : 250



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

<b>Sackville Municipal Planning Strategy</b>	
<b>Policy</b>	<b>Staff Comment</b>
<p><b>Policy SU-2</b> HRM shall establish an Urban Service Area under the Regional Subdivision By-law to designate those areas within the Urban Settlement Designation and the Harbour Designation where municipal wastewater collection and water distribution systems are to be provided. The Area shall initially include all lands within existing service boundaries established under secondary planning strategies at the time of adoption of this Plan. Lands within the Urban Service Area shall only be developed with municipal wastewater collection and water distribution systems. Any service boundary established under existing secondary planning strategies shall be replaced by the Urban Service Area boundary in the Regional Subdivision By-law.</p>	<p>The subject property is only partially located within the Urban Service Area. That portion of the site that abuts the Old Beaver Bank Road is located within the Urban Service Area and the rear portion of the site is only serviced by municipal water. Past practice has been to allow development of properties partially within the service boundary provided 50% or more of the building footprint is within the service boundary. Revisions to plans demonstrate compliance with this practice.</p>

**Policy SU-4**

When considering any expansion of the Urban Service Area, HRM shall have regard to the following:

- (a) that a Secondary Planning Strategy for the lands to be included within the Urban Service Area has been adopted by HRM except that this requirement may be waived where, in the opinion of HRM, the proposed extension represents a minor adjustment to the Area;
- (b) the financial ability of HRM to absorb any costs relating to the extension;
- (c) if required, a watershed or sub-watershed study has been completed in accordance with Policy E-23;
- (d) that, if required to pay for growth-related municipal infrastructure costs, a municipal infrastructure charge area has been established or is adopted concurrently with the boundary amendment;
- (e) the need to oversize the water, wastewater or stormwater systems to allow for future development within an Urban Settlement or Urban Reserve designation; and
- (f) a charge needed to pay for growth related improvements to the water, wastewater or stormwater systems has, where required, been approved by the Review Board.

(a) This would not be considered an expansion provided that 50% of the building footprint was located within the service boundary. Revisions meet this policy.

(b) The costs for installing services to the remainder of the site would be the responsibility of the developer. Services are already located at the public street frontage.

(c) Since the service boundary is not being altered at this time, no further studies would be required.

(d) Growth related municipal infrastructure charges are not required at this time.

(e) Not applicable as no new services are being installed.

(f) Not applicable as the service boundary is not being expanded.

**Policy UR-8**

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:

(a) the adequacy of separation distances from low density residential developments;

Low density residential uses are located to the south and west of the proposed development: the retained existing vegetation aids in supplementing the horizontal separation distance. There is an existing Single Family Dwelling located to the immediate west of the subject site and this is proposed to be adequately buffered with a six foot high opaque fence and a row of coniferous trees (species to be determined).

(b) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;

There are a variety of housing types in close proximity to the subject site including:

- A four storey multiple unit dwelling is located to the west at the intersection of Beaver Bank Road and Stokil Drive.
- A townhouse development at Stokil Drive
- Single family dwellings to the south
- Industrial/Commercial uses across Beaver Bank Road
- A development agreement allowing a 2.5 storey retail/office building recently approved on an abutting site to the south (Case 20757)

Considering the variety of uses and building forms of the surrounding area, with adequate separation distances and buffering, the proposed buildings will be compatible with adjacent land uses. See IM-13(c)ii below.

<p>(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 residential needs of the development.</p>	<p>Applicant has provided a site development plan demonstrating compliance with this policy. There is a significant amount of open space within the site. The applicant should consider the addition of walkways and seating areas to provide outdoor amenity space for the residents when the required landscape plan is developed. Parking areas have been provided with 1.5 spaces per unit.</p>
<p>(d) preference for a site in close proximity to community facilities such as schools, recreation areas and transit routes;</p>	<p>Initial research has determined the following:</p> <ol style="list-style-type: none"><li>1. The site is serviced by the following schools:  Elementary (PP-5): Beaver Bank/Monarch Drive Elementary School (2.4km)  Junior (6-8): Harold T. Barrett Junior High (3.8km)  Senior (9-12): Lockview High School (10.9km, however Millwood is significantly closer – under investigation)</li><li>2. Nearby community facilities include:  Millwood Common Park and Sackville Lakes Provincial Park. Armcrest Park is located to the southeast of the subject site.</li><li>3. The subject site is located within the Urban Transit Service Boundary and there are weekday routes transit stops located 300m north and 400m south of the of the proposal.</li></ol>

<p>(e) that municipal central services are available and capable of supporting the development;</p>	<p>The proposal complies with the current practice to allow development of properties partially within the service boundary provided 50% or more of the building footprint is within the service boundary.</p> <p>Proposal is acceptable to Halifax Water. A capacity analysis indicating that there is sufficient capacity has been provided however this will be confirmed at the building permit stage.</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>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 proposed site access is on Beaver Bank Road which is identified as a Major Collector. The applicant has submitted a Traffic Impact Statement (TIS) in support of the proposal. The trip generation estimate findings indicate that the proposed development will generate less than 25 vehicle trips in the peak direction of traffic on Beaver Bank Road during the peak hours. The minimum stopping sight distance meets the requirements in both directions and the minimum turning sight distance meets the requirements for the access point in accordance with the Transportation Association of Canada's (TAC) <i>Geometric Design Guide for Canadian Roads</i>. It is anticipated that the new vehicle trips associated with the proposed development can be accommodated with a negligible impact on traffic operations. Development Engineering has reviewed and accepted the submitted TIS.</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 site is currently zoned R-6 which allows for single family dwellings. The subject lots were created in 1987 and 2015 and have 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 TIS submitted in support of the application has been accepted by Development Engineering (see UR-8(g) above).</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>
<p>(k) the provisions of Policy IM-13.</p>	<p>See below.</p>

<p><b>Policy IM-13</b></p> <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>	
<p>(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;</p>	<p>See comments throughout this review.</p>
<p>(b) that the proposal is not premature or inappropriate by reason of:</p>	

<p>(i) the financial capability of the Municipality is to absorb any costs relating to the development;</p>	<p>No costs to the municipality associated with the development have been identified.</p>
<p>(ii) the adequacy of sewer and water services and public utilities;</p>	<p>The applicant has provided acceptable studies that there is available capacity which will be confirmed by Halifax Water at permit stage.</p>
<p>(iii) the adequacy and proximity of schools, recreation and other public facilities;</p>	<p>See UR-8(d) above.</p>
<p>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</p>	<p>A TIS submitted in support of the application has been reviewed and accepted by Development Engineering (see UR-8(g) above).</p>
<p>(v) the potential for damage to or for destruction of designated historic buildings and sites.</p>	<p>No historic buildings or sites have been identified.</p>
<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 type of use, a multi-unit building, is an appropriate use provided appropriate measures are taken to mitigate impacts to nearby properties. See UR-8 (a), (b), and (c) for further information</p>
<p>(ii) height, bulk and lot coverage of any proposed building;</p>	<p>The proposed building is four stories in height with 46 units. To reduce the visual perception of bulk the roof line introduces a stepping form. The proposed building uses traditional character forms of gable ended buildings predominant in the area; the pitched roof and the stepped height respect local forms and styles. The proposed lot coverage of 25% is dis-similar to other residential lot coverage requirements under the Sackville Land Use By-law of 35% for</p>

	single detached, semi-detached and townhouses and 50% for multiple unit buildings in the plan area but because of the varied site characteristics surrounding the subject site the proportional difference will likely be visually unnoticeable.
(iii) traffic generation, access to and egress from the site, and parking;	See UR-8(g) above.
(iv) open storage;	No open storage has been proposed.
(v) signs; and	Regulations regarding signage will be included within the proposed DA.
(vi) any other relevant matter of planning concern.	n. a.
(d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;	The site is relatively flat. 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. An erosion and sedimentation plan, a site disturbance plan, and a detailed stormwater management plan will be a requirement of the development agreement.
(e) any other relevant matter of planning concern; and	n. a.

(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.

Subdivision is not proposed within this application.



## Attachment C: Public Information Meeting Summary

### Virtual Public Information Meeting Case 23293

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

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Wednesday, March 9, 2022  
6 p.m.  
Virtual

#### STAFF IN

**ATTENDANCE:** Melissa Eavis, Planner, Planner II, HRM Planning  
Tara Couvrette, Planning Controller, HRM Planning

#### ALSO IN

**ATTENDANCE:** Cesar Saleh – Applicant, WM Fares Inc.  
Lisa Blackburn (District 14) - Councillor for Middle/Upper Sackville – Beaver Bank - Lucasville

#### PUBLIC IN

**ATTENDANCE:** Approximately: 5

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### 1. Call to order and Introductions – Melissa Eavis, Planner

Case 23293: Application by WM Fares Architects, on behalf of the property owner, to develop a multi-unit residential building near the intersection of Beaver Bank Road and Windgate Drive, Beaver Bank (PID 40117236).

Ms. Eavis introduced herself as the Planner and Facilitator guiding WM Fares 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 – Melissa Eavis

Ms. Eavis'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 application history, application proposal, site context, proposal, planning policies & what a development agreement is;
- (d) and status of the application.

#### 2b) Presentation by Cesar Saleh – Applicant

Mr. Saleh presented details about WM Fares proposal including project location, context plan, site plan, building plans, building elevations and 3D views (renderings).

### 3. Questions and Comments

Ms. Eavis 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

##### (i) **Lisa Dowe, Beaver Bank Rd:**

Bought house in 2021 (the one house right by this development) and wasn't told of any developments in this area in the disclosure when they purchased the house. Wondering from a HRM standpoint – what can a real estate agent do to find out if there are any developments in the area? Disappointed to find out that this development is happening. Feels like the big city is creeping into this community and the community is not ready for this much development. Feels the community is losing its sense of nature. Concerns – #1 – traffic – not just light vehicle traffic, heavy truck traffic constantly. Lights at Stokil Dr. and Windgate Dr. - thought that was supposed to happen, would like the TIS to consider not only the type of traffic but the weight of the traffic going through that area, also feels they are adding more traffic without updating the infrastructure on this road, #2 - availability of amenities for schools. The schools are already overloaded., #3 – privacy – being right next door to a 4-storey building.

**Melissa Eavis** – Real Estate agents can call planning (311) and a planner can let them know what development is currently going on in the area. Schools – We do circulate to the school board when new development is going to be happening. Explained the family of school's children would go to. Traffic – TIS (Traffic Impact Statement) is reviewed by our traffic management department and they had no concerns. Privacy – policy speaks to setbacks etc. and the development agreement will have those provisions included.

**Cesar Salih** – Explained how the TIS is done. Spoke to elevating conflict with driveways being close to each other.

##### (ii) **Councillor Blackburn:**

What happened to the Guardian Pharmacy that was supposed to go there? What family of schools would somebody in this building be attending? How many people were advised about this meeting? Spoke to intersection of Windgate Dr. and Beaver Bank Rd./lights and CN Rail concerns.

**Melissa Eavis** – Will investigate Guardian Pharmacy, schools – explained what schools are in the area, captured 450 people in the notifications that were sent out.

##### (iii) **Councillor Blackburn** thanked everyone for their participation.

### 4. Closing Comments

Ms. Eavis thanked everyone for their participation in the meeting.

### 5. Adjournment

The meeting adjourned at approximately 6:40 p.m.