



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

**Item No. 14.1.1**  
**North West Community Council**  
**April 15, 2024**

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

Original Signed

**SUBMITTED BY:**

\_\_\_\_\_  
Jacqueline Hamilton, Executive Director of Planning and Development

**DATE:** March 13, 2024

**SUBJECT:** **PLANAPP 2023-00382: Development Agreement for 1562 Sackville Drive,  
Middle Sackville (former Case 24327)**

---

**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 develop a 6-storey residential multiple unit dwelling 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 has applied, on behalf of YGE Investments Inc., for a development agreement to allow a six storey residential building with 98 units at 1562 Sackville Drive in Middle Sackville. The multiple unit dwelling may be considered through the development agreement process in accordance with Policies RR-3 and UR-8 of the Sackville Municipal Planning Strategy (MPS).

<b>Subject Site</b>	1562 Sackville Drive (PID 40150815)
<b>Location</b>	Southwest corner of the intersection of Sackville Drive and Regkay Court, adjacent the Margeson Drive round-about, Middle Sackville
<b>Regional Plan Designation</b>	Urban Settlement (US) and Rural Commuter (RC) under Regional Municipal Planning Strategy
<b>Community Plan Designation (Map 1)</b>	Urban Residential (UR) under Sackville Municipal Planning Strategy
<b>Zoning (Map 2)</b>	Minor Commercial (C-2A) zone under Sackville Land Use By-law
<b>Size of Site</b>	9023 square metres (97,122 square feet)
<b>Street Frontage</b>	122.5 metres (401.9 feet)
<b>Current Land Use(s)</b>	Undeveloped
<b>Surrounding Use(s)</b>	Surrounding area includes commercial, low-density dwellings, and multi-unit residential uses; low density dwellings are dispersed throughout the area with commercial uses located to the west and multi-unit residential uses to the south. Sackville Heights Elementary and Millwood High School are proximate to the site.

**Proposal Details**

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

- Six residential storeys containing a total of 98 residential units;
- Unit type breakdown is 42 units: 1-bedroom, 16 units: 1-bedroom+den and 40 units: 2-bedroom;
- 242 square metres of indoor amenity space and 448 square metres of outdoor amenity space;
- Access to below grade and surface parking is from Regkay Court;
- 98 below grade parking spaces and 30 surface parking spaces at the rear of the building;
- Main residential entry by pedestrian walkway from Regkay Court;
- The building design and articulation is intended to help it fit within the surrounding context by establishing a partial two storey street wall that relates to the neighbouring buildings; and
- The facade is broken into several vertical sections or bays by incorporating recessed balconies and changes in materials and colours to mitigate the bulk and height of the building, along with a well-defined main entrance which enhances the pedestrian scale streetwall.



1 EAST ELEVATION  
 1 : 300

The original application was for a six-storey building with 100 units. However, there were concerns regarding the bulk of the building, which were addressed by reducing the area of the floor plates by approximately 300 square metres in total. This was accomplished by reducing building width from 86.8 metres to 75.6 metres and building depth from 33.5 metres to 32.9 metres. The original height of six storeys was retained but the unit count went from 100 units to 98 units and the original 24 window bays were reduced to 20.

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

The subject lands are dual-designated Urban Residential and Rural Residential under the Sackville Municipal Planning Strategy (MPS), as shown on Map 1. There are policies in each designation which allow Council to consider a multiple unit dwelling on this site by development agreement. Specially, policy UR-8 under the Urban Residential designation of the MPS allows Council to consider multiple unit dwellings over six (6) dwelling units, according to the development agreement provisions of the *HRM Charter*. Policy RR-3 under the Rural Residential designation of the MPS allows multiple unit dwellings to be considered according to policy UR-8, where piped services are available. The majority of the site is located within the Urban Service Boundary and has direct access to water and sewer infrastructure within Sackville Drive.

The subject lands are zoned C-2A (Minor Commercial) under the Sackville Land Use By-law. The C-2A zone allows commercial uses such as retail stores, food stores, service and personal service uses, offices, commercial schools, banks and financial institutions, take-out and drive-in restaurants, shopping plazas and malls, commercial recreation uses, greenhouses and nurseries, veterinary hospitals, kennels, and service stations. The C-2A zone also permits community uses such as open space uses and institutional uses.

## **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the *HRM Community Engagement Strategy and the Public Participation Administrative Order (2023-002-ADM)*. 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 a total of 44 letters and letters mailed to property owners and residents within the notification area (Map 2). The HRM website received a total of 340 unique page views over the course of the application, with an average time on page of 45 seconds. Staff received 3 responses from the public. The public comments covered the following topics:

- support of the proposed six storey height, but ensure plantings and trees are utilized to make it more compatible with surrounding area;
- six storey building directly beside primarily older single unit dwellings is not ideal;
- place speed bumps on Bambrick Road and lower the speed limit; put blind crest signage and speed bumps leading into the subdivision;
- add more street lights on Bambrick Road and Regkay Court;
- consider sidewalks on Sackville Drive because of increased number of pedestrians;
- wetlands should be disturbed as little as possible because of wildlife that gathers there; and
- concern that excavation will have adverse effects on well water; the use of salt on the parking lot must not get into existing water wells; would like city water extended up on Regkay and to others on Bambrick.

A public hearing must be held by North West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the advertisement on the HRM webpage, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

## **DISCUSSION**

Staff have 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 and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- permitted land use;
- building siting and architectural requirements;
- amenity space;
- parking, circulation and access;
- outdoor lighting requirements;
- landscaping requirements including a landscape plan;
- signage; and
- non-substantive amendments that include granting time extensions for both commencement and completion of the project as well as potential changes to the landscaping and architectural requirements.

The attached proposed development agreement will permit the six-storey residential building, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

### **Building and Site Compatibility**

The enabling policy UR-8, and implementation policy IM-13 require consideration be made relative to the height, bulk, and lot coverage of the proposed building.

#### Height

The height of the proposed building is six storeys or approximately 20.3 metres, which is a tall mid-rise building typology. The proposed building is situated close to the street lines of Regkay Court and Sackville Drive. The two closest single unit dwellings are approximately 74 metres (abutting single unit dwelling on Regkay Court) and 40 metres away (across the street on Sackville Drive). The low-rise dwellings are further buffered from the proposed six storey development by major roadways, building setbacks, and large landscaped areas. The surrounding land uses on Bambrick and Sackville Drive are mainly single unit dwellings. The properties immediately neighbouring the proposed development to the west are commercially zoned and contain a mix of commercial and industrial uses, while multiple unit dwellings of a similar scale can be found south of the site within the Sunset Ridge subdivision. The proposed building is located in an open area with large horizontal separation distances between pedestrian viewers and nearby homes making the height visually less imposing. Also, the two-storey podium and stepback of the upper storeys assist in alleviating compatibility issues, as the two-storey streetwall relates to the existing low-rise form.

#### Bulk

The original building design raised concerns with regard to the bulk of the building. The applicant reduced the area of the floor plates of the building by approximately 300 square metres by reducing the width and depth of the building. The building height is approximately 20.3 metres, excluding the elevator overrun on the rooftop mechanical penthouse. Windows are also often a visual reference to the building's density if they are crowded, punched-type windows. The perception of the building's bulk has also been reduced by the use of lighter colour building materials and a reduction in window bays from 24 to 20.

#### Lot Coverage

Lot coverage of the proposed building is 28.23%, which is less than the permitted 50% lot coverage of both C-2A (Minor Commercial) zone and R-4 (Multiple Unit Dwelling) zones of the Sackville Land Use By-law.

The reduced lot coverage allowed the applicant increased flexibility in site design considerations in locating the parking lot and accesses and preserving existing vegetation. The lower lot coverage also minimizes the visible impact of the proposed building by limiting the footprint of the building in relation to the lot size. The floorplate area reduces further above the two storey streetwall. This building's compact cross-section compared to the site area allows ample separation distance from other structures and relates to the surrounding dwellings.

#### Building Design

Policy UR-8 requires consideration of design features. The building's design and articulation are intended to help it fit within the surrounding context by establishing a low streetwall that relates to the neighbouring buildings. The facade is broken into several vertical sections by incorporating recessed balconies and changes in materials and colours, in addition to a well-defined main entrance facing Regkay Court. Building setbacks and material changes help in mitigating the bulk and height of the building and enhance the pedestrian scale streetwall. The outdoor area will be landscaped to provide a pleasant area for the building's residents. The landscaping will include permeable pavers to accommodate sheltered seating areas, as well as different forms of soft landscaping and lighting. A small wetland existing on along the western portion of the property. A buffer from the wetland is not required by the Sackville Land Use By-law, however, development of the site is set back from the wetland.

#### **Traffic**

Consideration of the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site is required under Policy UR-8. A Traffic Impact Statement (TIS) was prepared in support of this application by a Traffic Engineer. The TIS was reviewed and accepted by HRM staff. The findings of the TIS show the planned driveway on Regkay Court which connects to Bambrick Road and then Margeson Drive at existing intersections south of the site. The low number of peak hour vehicle trips generated by the site are not expected to have any significant impact to the performance of adjacent streets, intersections or the regional street network. Level of service (LOS) analyses of AM and PM peak hourly volumes of the Margeson Drive and Bambrick Road intersection indicates added site-generated trips are not expected to have any significant impact on the level of performance of the intersection.

#### **Priorities Plans**

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. While these priority plans often contain policies which were originally intended to apply at a regional level and inform the development of Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site-by-site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they would be applied to a specific geographic context. In this case, the following policies were identified to be most relevant to this application, and as such were used to inform the recommendation within this report:

#### Integrated Mobility Plan (IMP)

The IMP (2.2.5 Policies and Actions) speaks to the need to update existing plans to reduce the parking requirements by supporting transit and creating walkable communities. It also speaks to the need to amend most MPS and LUB documents to include requirements for pedestrian oriented and human scale design. Additionally, there is an expressed desire for 'complete streets', which includes increased tree canopy encouragement of owners to plant trees on private property adjacent to streets, with emphasis on indigenous species. These key IMP principles have been incorporated into this proposal.

#### **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 building uses horizontal separation distances from existing dwellings, a perimeter buffer of new trees and strategic new plantings screening

the parking lot and below-grade access to create a desirable integration with the existing environment. The proposed building is a six-storey flat roof design with a two storey streetwall that visually transitions the building to the surrounding community. The bulk of the building is mitigated by use of articulated elevations, with incorporation of varied materials and tones on the building surfaces, and including a prominent central entry accessed from Regkay Court. The 98-unit development was subject to a traffic study that found the traffic volumes generated by the development will have insignificant impact on local streets, intersections and the regional traffic network. Therefore, staff recommend that the North West Community Council approve the proposed development agreement.

### **FINANCIAL 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 proposed 2024-2025 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. The existing wetland on the western portion of the subject site is less than 2000 square metres in area and is not mapped under Schedule D of the LUB. There are no plans to alter the wetland. A buffer from the wetland is not required as per Section 4.23 of the Sackville Land Use By-law however, development of the site is set back from this wetland.

### **ALTERNATIVES**

1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

**ATTACHMENTS**

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

Attachment A: Proposed Development Agreement  
Attachment B: Review of Relevant MPS Policies

---

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

---



**Map 1 - Generalized Future Land Use**

1562 Sackville Dr,  
Middle Sackville

**HALIFAX**

 Subject Property

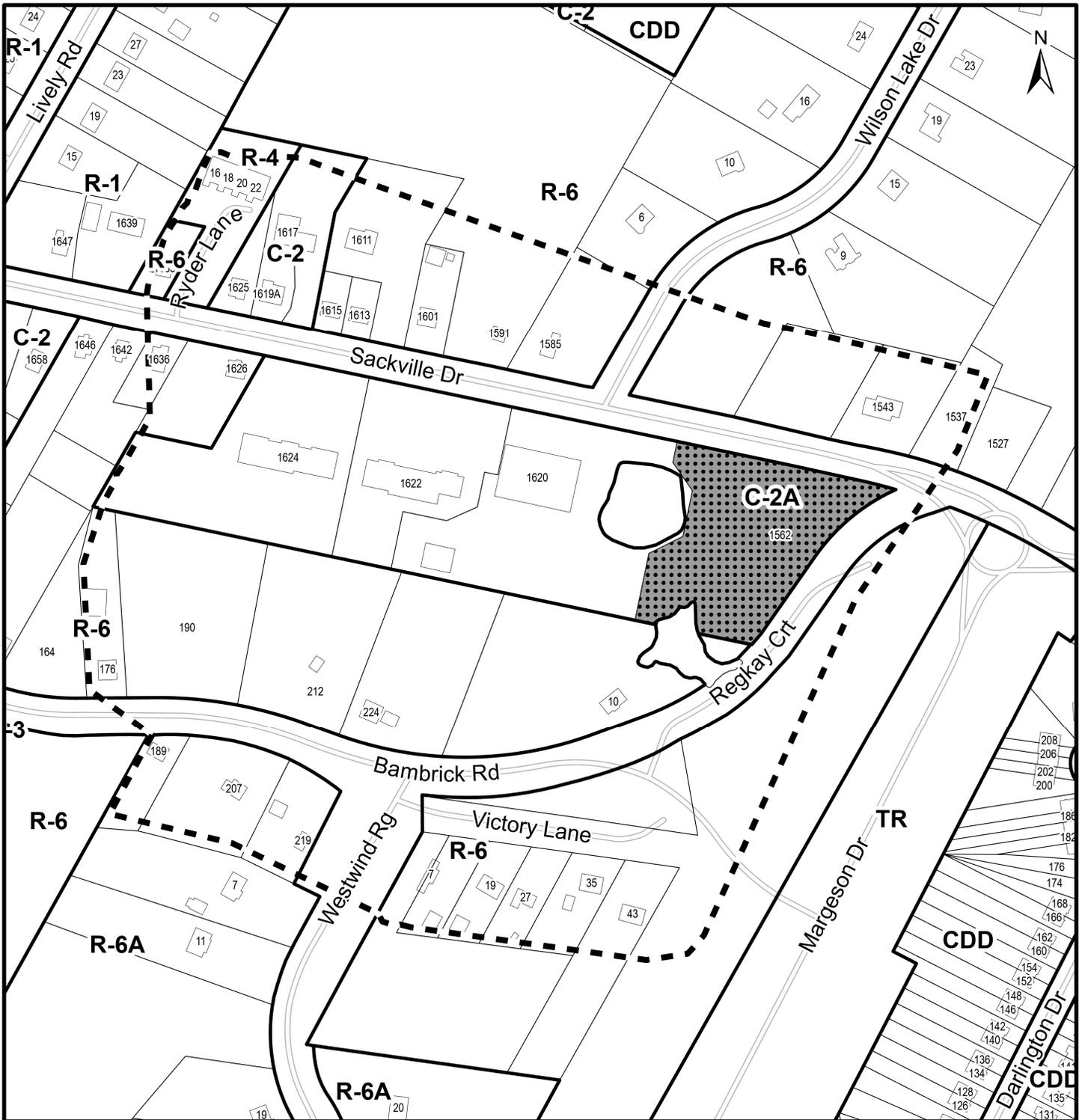
**Designation**  
 RR Rural Residential  
 UR Urban Residential



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

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

Sackville Plan Area



**Map 2 - Zoning**

1562 Sackville Drive,  
Middle Sackville

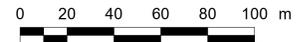
 Subject Property

Sackville  
Land Use By-Law Area

**Zone**

- CDD Comprehensive Development District
- C-2 Community Commercial
- C-2A Minor Commercial
- R-1 Single Unit Dwelling
- R-4 Multiple Unit Dwelling
- R-6 Rural Residential
- R-6A Rural Residential Single Unit Dwelling
- TR Transportation Reserve

**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 1562 Sackville Drive, Sackville (PID 40150815) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for a six-storey apartment building containing 98-units on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR-8, RR-3 and IM-13 of the Sackville Municipal Planning Strategy and Part 3 Section 3.6 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 PLANAPP 2023-00382 (formerly 24327);

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

-----

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

### **1.1 Applicability of Agreement**

- 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 applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the *Halifax Regional Municipality Charter* on the whole site.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government and the Developer or Lot Owner agrees to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

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

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

### **1.6 Provisions Severable**

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

## **1.7 Lands**

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

## **PART 2: DEFINITIONS**

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

- 2.1.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and the 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 PLANAPP 2023-00382 (formerly Case Number 24327):

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Parking Level 1 Plan
Schedule D	Level One Plan
Schedule E	East Elevation
Schedule F	North Elevation
Schedule G	West Elevation
Schedule H	South Elevation

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

- 3.2.1 Prior to the issuance of any Grade Alteration Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Post securities in accordance with Section 3.9 of this Agreement; and
  - (d) Written confirmation from a Structural Engineer that all landscaped areas designed to be installed on any rooftop level of the building is able to support any additional weight caused by the landscaped area.
- 3.2.2 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 which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
  - (b) Written confirmation from Nova Scotia Power that the design of the surface parking lot has been verified.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this

Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

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

- (a) Six (6) storey multiple unit building containing 98 residential units; or
- (b) Any uses permitted within the zone applied to the Lands subject to the provisions contained within the Land Use By-law for Sackville as amended from time to time.

3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Land Use By-law for Sackville, as amended from time to time.

### **3.4 Building Siting**

3.4.1 The building's siting, bulk and scale shall comply with the following:

- (a) the lot coverage shall not exceed 30%;
- (b) the building shall be a minimum of 4 metres from the lot line along Regkay Court and a minimum of 3.5 metres from the lot line along Sackville Drive;
- (c) a maximum height of the building of 25.0 metres to the top of the roof slab; and
- (d) the Development Officer may permit a 5% increase to the maximum building height provision identified in 3.4.1 (c) above provided the intent and all other specific provisions of this Agreement have been complied with.

### **3.5 Amenity Space**

3.5.1 A minimum of 690 square metres of amenity space shall be provided; of which a minimum 448 square metres is to be provided as outdoor amenity space.

3.5.2 No area dedicated as indoor amenity space shall be less than 120 square meters.

3.5.3 All outdoor amenity space shall be designed to have both soft and hard landscaping elements. The areas on Schedules B and D identified as "Soft Landscape" do not form part of the outdoor amenity space but are subject to the Landscape Plan requirements.

3.5.4 Any outdoor ground level amenity space shall be a minimum of 20 metres dimension in at least one direction and sufficient width in the remaining direction to create a minimum 448 square metres amenity space.

### **3.6 Architectural Requirements**

3.6.1 The main entrance to the building shall be emphasized by detailing, changes in materials, and other 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. At least one main door shall face Regkay Court. Service entrances shall be integrated into the design of the building and shall not be a predominant feature.

3.6.2 The façade facing Regkay Court and the façade facing the parking lot shall be designed and detailed as the primary façades. Further, quality architectural treatment shall be continued around all sides of the building as identified on the Schedules.

- 3.6.3 Large blank or unadorned walls shall not be permitted. The perceived scale of large walls shall be tempered by the use of recognizable human scaled windows, doors, surface materials, and architectural detail to create shadow lines (implied windows, protruding volumes, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.6.4 Any exposed foundation in excess of 0.6 metres in height and 2.5 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.
- 3.6.5 Exterior building materials shall not include vinyl siding.
- 3.6.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be considered integral parts of the design. Where appropriate these elements shall be treated to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.6.7 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Regkay Court or Bambrick Drive 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.
- 3.6.8 All windows shall be vertical in orientation, or square. Windows shall be vertically proportioned, where possible. Windows should be framed with pre-finished metal or vinyl.
- 3.6.9 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.6.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.6.11 Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter and encourage pedestrian movement.

### **3.7 Parking, Circulation and Access**

- 3.7.1 The parking area shall be sited as shown on Schedules B and D. The parking area shall maintain setbacks from the property lines as shown on the Schedules.
- 3.7.2 The parking area shall provide a minimum of 30 parking spaces. The design of the parking lot will need to be verified with Nova Scotia Power at time of permit application.
- 3.7.3 The parking area shall be hard surfaced, and the limits of the parking area shall be defined by a curb.
- 3.7.4 A concrete walkway running the length of the property fronting on Sackville Drive, and connecting to the main entrance of the building, shall generally be sited as shown on Schedules B and D.
- 3.7.5 It is the responsibility of the Developer to convey all required rights-of-way over the properties as shown on Schedules B and D.

### **3.8 Outdoor Lighting**

- 3.8.1 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.
- 3.8.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

### **3.9 Landscaping**

- 3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (9<sup>th</sup> edition).
- 3.9.2 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this Section and the HRM Urban Forest Master Plan and generally conforms with the overall intentions of the preliminary landscape features shown on Schedules B and D. The Landscaping Plan shall be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects) and comply with all provisions of this Section.
- 3.9.3 The Landscaping Plan shall provide for location and development of soft and hard landscaping features for the outdoor amenity space. In addition the Plan shall locate and identify plantings and seating areas for the soft landscaped areas identifies on Schedules B and D. Preference shall be given to indigenous plant materials for both planted areas. The Plan shall also provide a design for the landscape buffer that shall be a combination of wooden fencing and native coniferous and deciduous trees.
- 3.9.4 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.
- 3.9.5 Notwithstanding Subsection 3.9.4 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.

### **3.10 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.

3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.11 Signs**

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

3.11.2 Ornamental indigenous plants shall be located and maintained around the entire base of the sign as part of the required landscaping.

3.11.3 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

3.11.4 Signs shall only be externally illuminated.

### **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 Regkay Court and residential properties adjacent the west and southwest property lines. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.13.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Regkay Court or incorporated into the architectural treatments and roof structure.

3.13.4 Any mechanical equipment shall be screened from view from Regkay Court with a combination of fencing and landscaping or building elements.

### **3.14 Reinstatement**

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

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

### **4.1 General Provisions**

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

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

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

### **4.3 Undergrounding Services**

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

### **4.4 Solid Waste Facilities**

- 4.4.1 The building shall be designed in accordance with By-law S-600 as amended from time to time. The designated space 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 the 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.

### **5.3 Archaeological Monitoring and Protection**

- 5.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

### **5.4 Sulphide Bearing Materials**

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

## **PART 6: AMENDMENTS**

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

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:
- (a) Changes to the landscaping measures as detailed in Section 3.9 or which, in the opinion of the Development Officer, do not conform with Schedules B and D;
  - (b) Changes to the amenity space as detailed in Section 3.5 or which, in the opinion of the development Officer, do not conform with Schedule B;
  - (c) Changes to the architecture requirements as detailed in Section 3.6 or which, in the opinion of the Development Officer, do not conform with Schedules E, F, G or H;
  - (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
  - (e) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4 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 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 five (5) 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 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, 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;
- (c) discharge this Agreement; or
- (d) discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By law, as may be amended from time to time.

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 eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

### **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after 12 years from the date of execution of this Agreement, 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 twenty-four hours of receiving such a request.

### **8.2 Failure to Comply**

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

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

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

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

MAYOR

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

MUNICIPAL CLERK

Date: \_\_\_\_\_

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

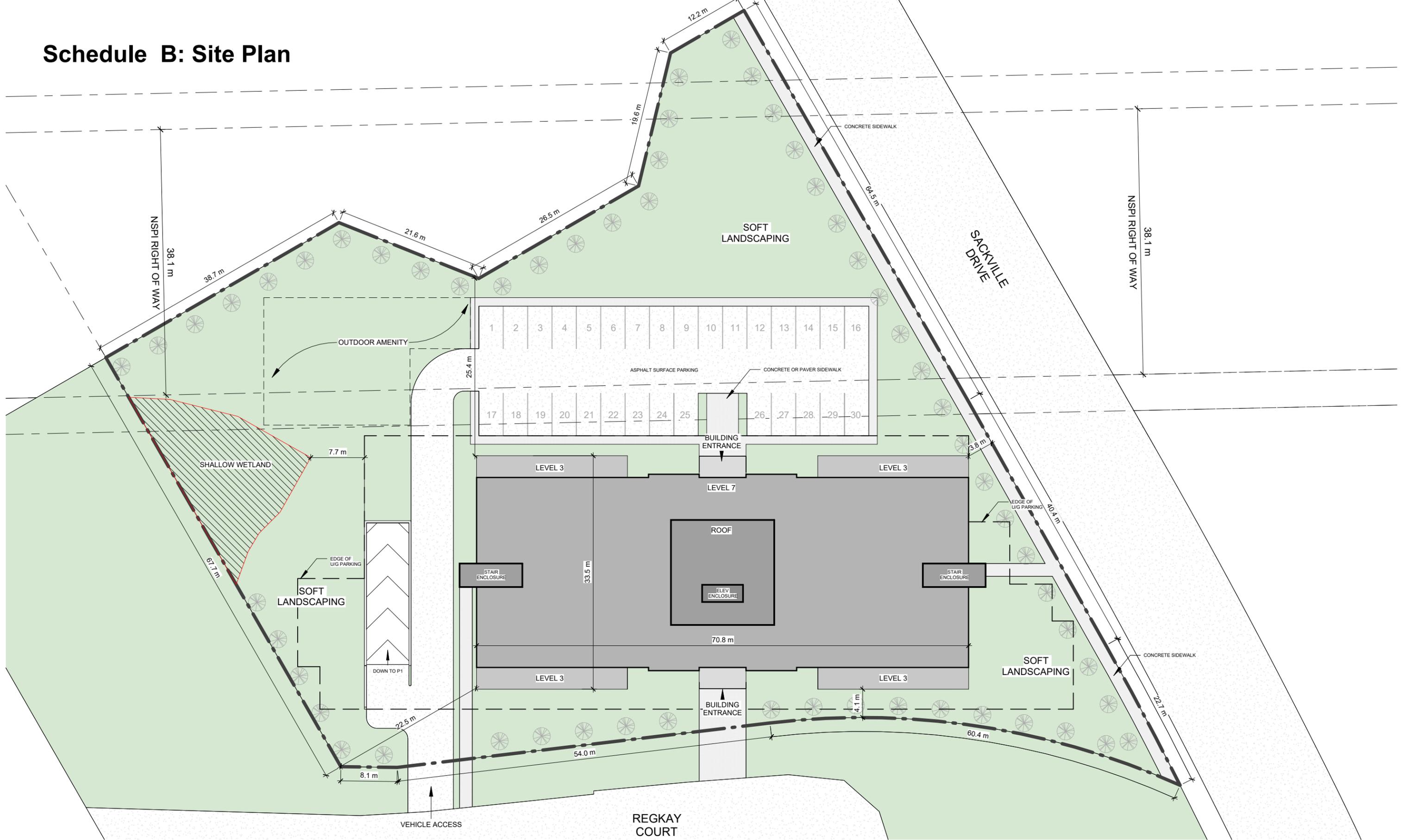
PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

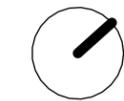
# Schedule B: Site Plan



**REGKAY COURT**  
 1562 SACKVILLE DRIVE, MIDDLE SACKVILLE NS

Site Plan

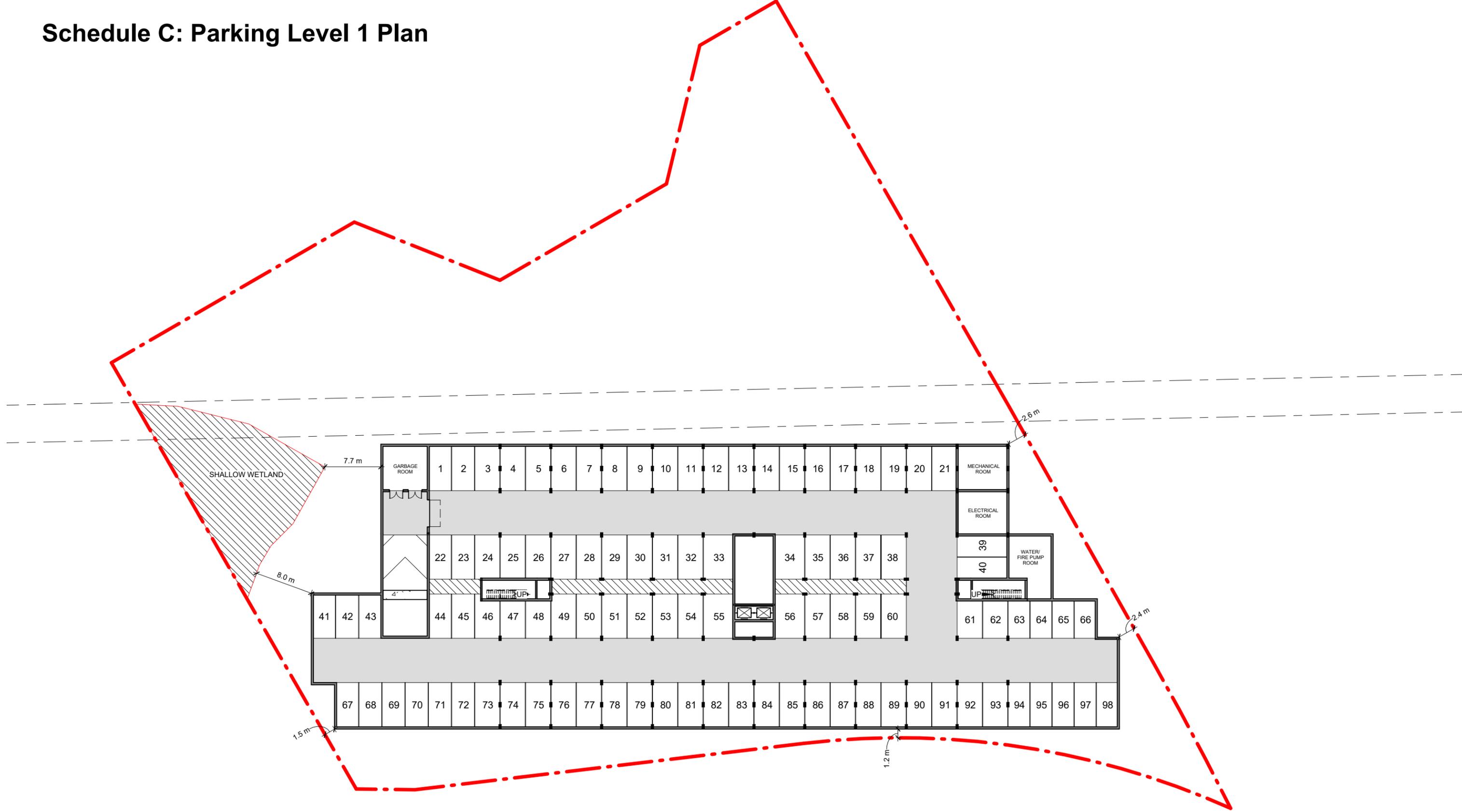
Project No: 2021-22  
 Scale: 1 : 480  
 Date: 2022-11-03  
 10:24:05 AM



**WM FARES**  
 ARCHITECTS  
3480 Joseph Howe Dr. Suite 500 Halifax, NS B3L 4H7 902.457.6676

**D1**

# Schedule C: Parking Level 1 Plan



**REGKAY COURT**  
1562 SACKVILLE DRIVE, MIDDLE SACKVILLE NS

Level P1

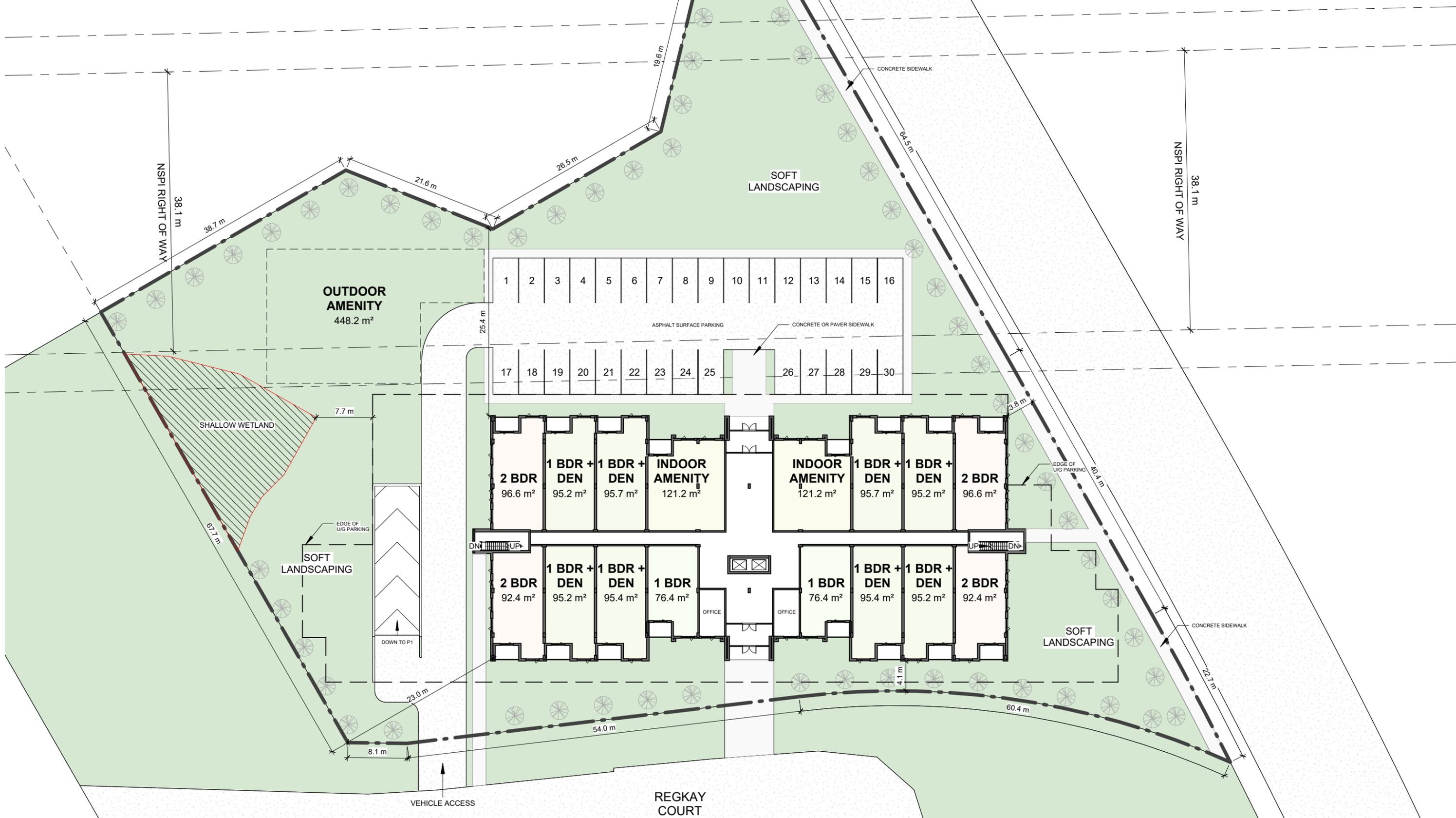
Project No: 2021-22  
Scale: 1 : 480  
Date: 2022-11-03  
10:24:11 AM



**WM FARES**  
ARCHITECTS  
3480 Joseph Howe Dr. Suite 500 Halifax, NS B3L 4H7 902.457.6676

**D4**

# Schedule D: Level One Plan



**REGKAY COURT**  
1562 SACKVILLE DRIVE, MIDDLE SACKVILLE NS

Level 1

Project No: 2021-22  
Scale: 1 : 480  
Date: 2022-11-03  
10:24:14 AM



**WM FARES**  
ARCHITECTS  
3480 Joseph Howe Dr. Suite 500 Halifax, NS B3L 4H7 902.457.6676

**D5**

# Schedule E: East Elevation



1 EAST ELEVATION  
1 : 300

**REGKAY COURT**  
1562 SACKVILLE DRIVE, MIDDLE SACKVILLE NS

ELEVATION

Project No: 2021-22  
Scale: 1 : 300  
Date: 2022-11-03  
10:24:33 AM



**WM FARES**  
ARCHITECTS  
3480 Joseph Howe Dr. Suite 500 Halifax, NS B3L 4H7 902.457.6676

**D13**

# Schedule F: North Elevation



① NORTH ELEVATION  
1 : 300



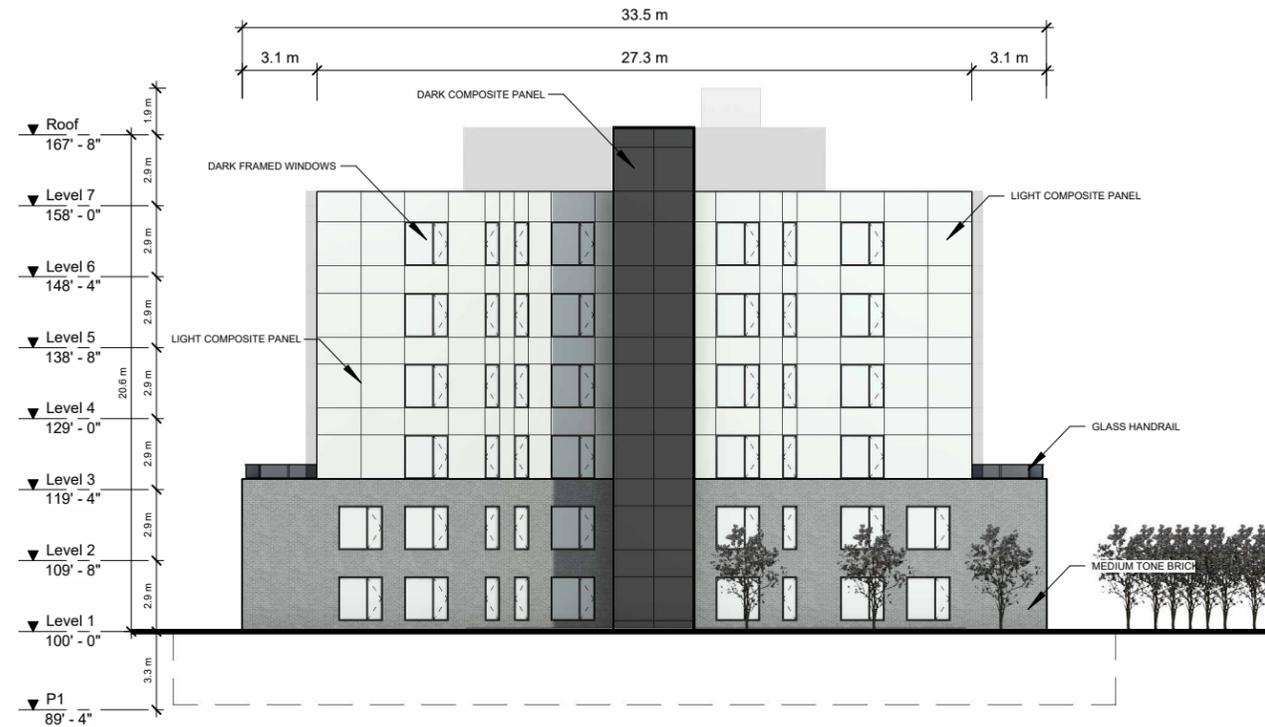
# Schedule G: West Elevation



① WEST ELEVATION  
1 : 300



# Schedule H: South Elevation



① SOUTH ELEVATION  
1 : 300



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

**Sackville Municipal Planning Strategy**

***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:*

<b><i>Policy UR-8 Criteria</i></b>	<b>Staff Comment</b>
<p><i>(a) the adequacy of separation distances from low density residential developments;</i></p>	<p>The multi-unit building is situated close to the street lines of Regkay Court and Sackville Drive which provides a good physical separation between the proposed multi-unit building and the abutting and adjacent low-density residential buildings. The two closest single unit dwellings are approximately 74 metres away (abutting single unit dwelling on Regkay Court) and approximately 40 metres away (across the street on Sackville Drive).</p>
<p><i>(b) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>There were concerns with the original design of the building relative to bulk and height. The applicant reduced the area of the floor plates of the building by approximately 300m<sup>2</sup>, by reducing the width of the building from 86.8m to 75.6m. The depth of the building has been reduced slightly from 33.5m to 32.9m. The building height is approx. 20.3m, excluding the elevator overrun on the rooftop mechanical penthouse.</p> <p>The perception of the building's bulk has also been reduced by the use of lighter colour building materials and a reduction from 24 window bays to 20 window bays. Windows are also often a visual reference to the building's density if they are crowded punched type windows.</p> <p>The proposed building remains 6-storeys in height however the unit count was reduced from 100 to 98 units. This building will be the tallest and largest in the area, but adjacent land uses, being of significant horizontal</p>

	<p>separation from the site, and a mixture of residential and commercial, are heterogenous and spacious enough that a multi-unit building with the proposed reduction in bulk is visually compatible with the area.</p>
<p><i>(c) that site design features, including landscaping, amenity areas, parking areas and driveways, are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of residential users of the development;</i></p>	<p>Indoor amenity space provided is 242.5m<sup>2</sup> while outdoor is 448.2m<sup>2</sup>. This is equal to approx. 2.5m<sup>2</sup> per dwelling unit of indoor space and 4.7m<sup>2</sup> per unit of outdoor space, for a total of 7m<sup>2</sup> per dwelling unit. For reference, the Regional Centre LUB which permits high density dwelling use as-of-right includes a requirement for amenity space at a rate of 5m<sup>2</sup> per dwelling unit and for 50% of this amenity space to be provided within the building. The amenity space provided in the proposal meets this requirement.</p> <p>The applicant will include the design of the outdoor amenity space in a required landscaping plan at permitting. Buffering between the adjacent surface driveway and parking area and the outdoor amenity space will be required, as will pedestrian walkways between building entrances and the outdoor amenity space.</p> <p>The surface parking provided has been reduced by six spaces from the original submission. This meets staff's request for a reduction in surface parking and increase in outdoor amenity space.</p> <p>The applicant has indicated locations for soft landscaping on the property on the north, east and west sides of the building and has also indicated a treed buffer along the property line.</p>

<p>(d) <i>preference for a site in close proximity to community facilities such as schools, recreation areas and transit routes;</i></p>	<p>The site is located within the Millwood High Family of Schools catchment area. HRCE has not provided comment but they have been notified of the application. According to HRCE's Long-Range Outlook document (2022) for the next 10+ years Millwood High and Sackville Heights Junior are projected to be over capacity while Harry R. Hamilton Elementary is projected to be at capacity. According to HRCE, the child yield per apartment unit in HRM is 0.16. This low ratio suggests little impact on the enrollment. Additionally, the <i>Education Act</i> mandates that every person over the age of five years and under the age of 21 years has the right to attend a public school serving the school region in which that person resides. While there may be operational challenges in some cases, the HRCE has a legislated requirement to ensure all students are provided access to schools.</p> <p>The nearest recreation facility is the Sackville Heights Community Centre, which is located approximately 3km away.</p> <p>There is a transit stop located 100 metres from the proposed development that is serviced by Route 83/183. Route 83 is a local service that terminates at Sackville Terminal where connections can be made. Route 183 is an express route that terminates at the QE II hospital.</p> <p>Fire Station 10 - Millwood is located within 2km from the site and the nearest Police Station is the RCMP Sackville Detachment Office on Old Sackville Road, about 2.5km away.</p>
<p>(e) <i>that municipal central services are available and capable of supporting the development;</i></p>	<p>The development is located within the Urban Service Boundary and is serviced by the Mill Cove WWTF and the J. Douglas Kline (Pockwock) Water Supply Plant.</p> <p>The applicant has indicated that the proposed development would not produce more than 5L/s in sanitary flow. Halifax Water has communicated to the applicant that below 5L/s, a downstream sewer</p>

	analysis is not required to confirm that capacity exists in the area. Therefore, this policy is satisfied. Capacity will be re-evaluated at the permitting stage.
<i>(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;</i>	Stormwater management (SWM) is addressed under a preliminary servicing schematic and no concerns were raised by HRM Engineering. The development agreement will require a SWM 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 adherence to the watercourse buffer requirements of the Regional Plan.
<i>(g) that the proposed development has direct access to a local street, minor collector or major collector as defined in Map 3 - Transportation;</i>	The subject site fronts on Sackville Drive and has direct pedestrian access, while vehicular access is proposed off Regkay Court, a local street. The principal building façade faces Regkay Court; the secondary façade faces the parking lot in the rear. Sackville Drive is identified as a major collector on Map 3 of the Sackville MPS.
<i>(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;</i>	The land is zoned C-2A (Minor Commercial) but is vacant. The subject lot was created in 2004 and has been vacant since that date.
<i>(i) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;</i>	<p>The development proposes access to the surface and underground parking lots from Regkay Court, at the left side of the proposed building. A Traffic Impact Statement (TIS) was prepared by a Professional Engineer. The TIS was reviewed and accepted by HRM. The findings of the TIS show the site is planned to have a driveway on Regkay Court which connects to Bambrick Road and then Margeson Drive at existing intersections south of the site.</p> <p>The TIS estimates that the proposed development will generate 36 two-way vehicle trips (8 entering and 28 exiting)</p>

	<p>during the AM peak hour and 38 two-way trips (23 entering and 15 exiting) during the PM peak hour. A left turn lane analyses indicates that projected 2027 Margeson Drive background volumes without the site warrant a northbound left turn lane at Bambrick Road due to significant through volumes and a posted 80 km/h speed limit. Site generated trips do not have a significant impact on the need for a left turn lane.</p> <p>Level of service (LOS) analyses of AM and PM peak hourly volumes of the Margeson Drive/Bambrick Road intersection indicates the following: Bambrick Road approach operates at LOS 'C' for AM and PM hours for projected 2027 volumes without and with site generated trips. Margeson Drive northbound and southbound approaches operate at LOS 'A' for AM and PM hours for projected 2027 volumes without and with site generated trips. Added site generated trips are not expected to have any significant impact on the level of performance of the intersection.</p> <p>Conclusion: The low numbers of peak hour vehicle trips generated by the site are not expected to have any significant impact to the performance of adjacent streets, intersections or the regional street network.</p>
<p>(j) <i>general maintenance of the development; and</i></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) <i>the provisions of Policy IM-13.</i></p>	<p>See below.</p>
<p><b>IMPLEMENTATION</b></p>	
<p><b>Policy IM-13</b></p> <p><i>In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:</i></p>	

<p><i>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by laws and regulations;</i></p>	<p>The proposed development is in conformance with the requirements of the planning strategy with further controls to be provided in the development agreement to ensure the development meets the intent of applicable policies and other standards.</p>
<p><i>(b) that the proposal is not premature or inappropriate by reason of:</i></p>	
<p><i>(i) the financial capability of the Municipality is to absorb any costs relating to the development;</i></p>	<p>No Municipal costs are anticipated.</p>
<p><i>(ii) the adequacy of sewer and water services and public utilities;</i></p>	<p>See UR-8 (e) above.</p>
<p><i>(iii) the adequacy and proximity of schools, recreation and other public facilities;</i></p>	<p>See UR-8(d) above.</p>
<p><i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i></p>	<p>See UR-8(i) above.</p>
<p><i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i></p>	<p>No historic buildings or sites have been identified.</p>
<p><i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p>	
<p><i>(i) type of use;</i></p>	<p>The proposed land use is a residential multiple unit dwelling. The surrounding land uses on Bambrick and Sackville Drive are also residential but mostly single unit dwellings. The properties immediately neighbouring the proposed development to the west are commercially zoned and contain a mix of commercial and industrial uses, while multi-unit residential apartments of a similar scale can be found south of the site in Sunset Ridge. Any low-density dwelling uses immediately neighbouring the site are buffered from the proposed development by major roadways, building setbacks, and large landscaped areas.</p>

<p><i>(ii) height, bulk and lot coverage of any proposed building;</i></p>	<p>The proposed building design, and articulation are intended to help it fit within the surrounding context by establishing a partial two-storey streetwall that better relates to the neighbouring buildings while the facade is broken into several vertical sections by incorporating recessed balconies and changes in materials and colours, in addition to a well-defined main entrance. Building stepbacks and material changes help in mitigating the perceived bulk and height of the building and enhance the pedestrian scale streetwall. The outdoor area will be landscaped to provide a pleasant area for residents which will be done by treating the surface with permeable pavers to accommodate sheltered seating areas and will include different forms of soft landscaping and lighting to emphasize the watercourse buffer boundary and promote resident safety.</p> <p>Lot coverage of the proposed building is calculated to be 28.23% which is less than both C-2A (Minor Commercial) zone and R-4 (Multiple Unit Dwelling) zone uses which are both permitted 50% lot coverage under the Sackville Land Use By-law. This reduced lot coverage allowed the applicant increased flexibility in site design considerations in locating parking accesses, parking lot and preserving existing vegetation.</p>
<p><i>(iii) traffic generation, access to and egress from the site, and parking;</i></p>	<p>The development proposes access to the surface and underground parking lots from Regkay Court. A Traffic Impact Statement (TIS) was prepared by a Professional Engineer. The TIS findings are presented above and address traffic generation, access and egress. Parking was reviewed by HRM parking services and meets their recommendations for numbers and locations of spaces.</p>
<p><i>(iv) open storage;</i></p>	<p>No open storage has been proposed as it is a residential use.</p>

<i>(v) signs; and</i>	This is a proposal for a residential development and signage will be as per the requirements of the Sackville Land Use By-law for residential zones.
<i>(vi) any other relevant matter of planning concern.</i>	No other relevant planning concern identified.
<i>(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;</i>	The site is relatively flat with a wetland located on the eastern portion of it. Final construction and site development will require compliance with standards outlined in the Development Agreement, applicable standards of the Sackville LUB, the Building By-law and other applicable codes to ensure the permitted uses are deemed safe and are not detrimental to the site or adjacent uses. The development agreement will require the development to obtain a Grade Alteration Permit in accordance with By-law G-200 which will include an erosion and sedimentation plan, a site disturbance plan, and a detailed stormwater management plan.
<i>(e) any other relevant matter of planning concern; and</i>	No other relevant matters of planning concern are identified.
<i>(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.</i>	Land subdivision is currently not part of the proposal.
<b>9.6 PRIORITIES PLANS</b>	
<i>Since the adoption of this Plan in 2014, Regional Council has approved several priority plans including the Integrated Mobility Plan, Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. The second review of this Plan began in 2020 and is expected to be readopted by Regional Council in 2023. The review will revise the policies of this Plan to ensure they are consistent with the priorities plans as approved. In the interim, this Plan supports the priorities plans which are actively used by staff to guide ongoing work.</i>	

**G-14A** In considering development agreements or amendments to development agreements, or any proposed amendments to the Regional Plan, secondary planning strategies, or land use by-laws, in addition to the policies of this Plan, HRM shall consider the objectives, policies and actions of the priorities plans approved by Regional Council since 2014, including:

- (a) The Integrated Mobility Plan;
- (b) Halifax Green Network Plan;
- (c) HalifACT;
- (d) Halifax’s Inclusive Economic Strategy 2022-2027; and
- (e) any other priority plan approved by Regional Council while this policy is in Effect

**INTEGRATED MOBILITY PLAN**

2.2.5 Policies and Actions

2.2.5(c) (Action 21) Amend municipal planning strategies and land use by-laws as necessary to implement the reduced parking requirements recommended in the Halifax Regional Parking Strategy.

2.2.5(e) (Action 26) Amend the municipal planning strategies and land use by-laws as needed to include requirements for pedestrian oriented and human scale design.

The proposed parking associated with this application was reviewed by Parking Services and the number of spaces reduced as recommended. The proposed building is located as closely as possible to Regkay Court but does not touch the street edge due to curved form. The proposed building has been thoughtfully designed to address visual perception of human scale.

2.2.6 Complete Streets

2.2.6(d) (Action 50) Consult the future HGNP to determine tree canopy targets and appropriate tree species to plant.

2.2.6(d) (Action 53) Explore ways to provide incentives for owners to plant trees on private property adjacent to a street.

This Action could apply to both the site and the street trees. The site plan calls for the perimeter of the property to be planted with trees; the landscape architect could recommend indigenous trees when designing the required landscape plan.

Regkay Court could benefit from some well canopied trees and maybe some denser plantings to screen the view towards Margeson Drive roundabout.

## HalifACT

5.2.1 Efficient Buildings

5.2.1.1 Develop, adopt and apply a standard for net-zero and climate resilient new construction.

Developers of this project could adopt net zero standards and aim to utilize climate resilient construction before the permit application process.

5.2.2 Renewable Energy

5.2.2.4 Expand programming for rooftop solar systems and energy storage.

The developer may seek rooftop solar systems and energy storage advice as the construction drawings are prepared for permit application.

5.2.8 Planning

5.2.8.23 Integrate climate into land use policies and processes.

As the revised Regional Plan is prepared and the by-law simplification program is carried out climate considerations will be integrated into new land use policies and regulations.

## Halifax Regional Plan

3.2 Land Use Designations

3.2.1 Urban Settlement Designation

3.3 Planning and Design for Growth Centres

Table 3.1 Future Characteristics of Urban Settlement Growth Centre

The current designation on the subject lands is Urban Settlement that encompasses those areas where development serviced with municipal water and wastewater systems (serviced development) exists or is proposed under this Plan.

Middle Sackville is identified as an Urban Local Growth Centre in Table 3-1. In considering secondary planning in established residential neighbourhoods low to mid density residential development is preferred with pedestrian oriented facades with rear yard parking.