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Item No. 10.1.2
North West Community Council
May 12, 2025 Public Hearing
April 14, 2025 Notice of Motion

TO: Chair and Members of North West Community Council

FROM: Jacqueline Hamilton, Executive Director of Planning and Development

DATE: April 3, 2025

SUBJECT: **PLANAPP 2023-00287: Development Agreement for 893 Sackville Drive, Lower Sackville**

ORIGIN

Application by Sightline Planning + Approvals

EXECUTIVE SUMMARY

This report recommends a development agreement to permit a five-storey mixed-use building at 893 Sackville Drive in Lower Sackville. The proposed development would provide a potential yield of 47 residential units with commercial uses on the ground floor. Staff recommends that North West Community Council approve the proposed development agreement in accordance with policies CC-6 and IM-13 of the Sackville Municipal Planning Strategy and Land Use By-law.

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 five-storey mixed-use building 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

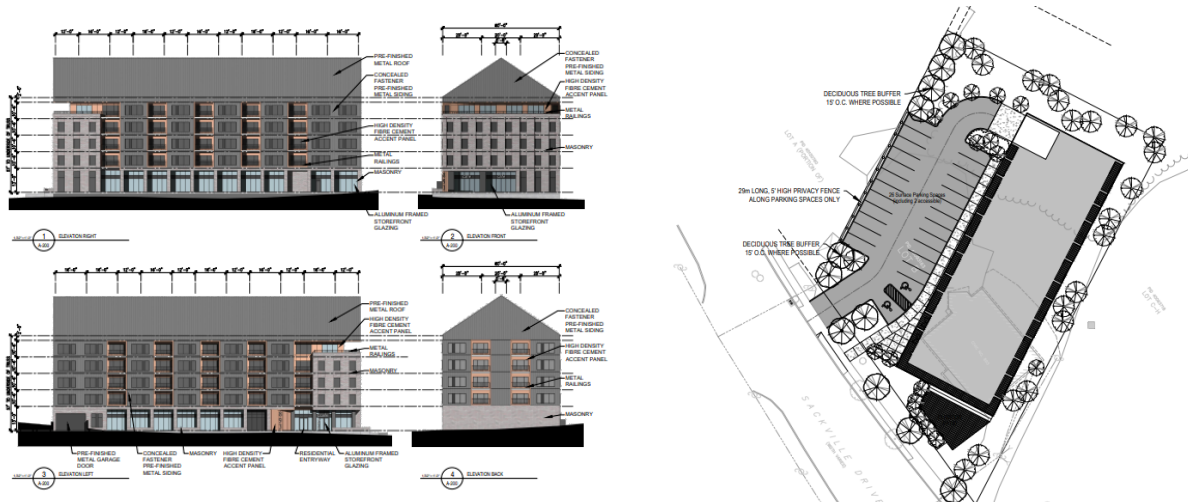
Sightline Planning + Approvals, on behalf of Rysco Properties Inc., has applied for a development agreement to allow for a five-storey mixed-use building at 893 Sackville Drive in accordance with existing policies under the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB). The proposed building will have ground level commercial use and residential units on the remaining four levels. There is a combination of surface and below-grade parking proposed.

Subject Site	893 Sackville Drive, Lower Sackville
Location	Near the intersection of Sackville Drive, Beaver Bank Connector and Beaver Bank Road
Regional Plan Designation	US (Urban Settlement) designation under Regional MPS
Community Plan Designation (Map 1)	Community Commercial (CC) designation under Sackville MPS
Zoning (Map 2)	C-2 (Community Commercial) zone, Sackville LUB
Size of Site	3298.24 square metres (35,502 square feet)
Street Frontage	47.85 metres (157 feet)
Current Land Use(s)	Occupied by vacant commercial building to be demolished
Surrounding Use(s)	The subject property is surrounded by a variety of residential, commercial, and institutional land uses to the southeast and northwest along Sackville Drive. Northwest is an auto dealer and service use, south is Kent Building Supplies, north is a childcare centre and semi-detached dwellings on Judy Avenue and east is St. John Vianney Church.

Proposal Details

The applicant proposes to develop a mixed-use building. The major aspects of the proposal are as follows:

- An apartment building (proposed wood-frame construction) with ground floor commercial;
- A maximum height of five storeys;
- A potential unit yield of 47 residential units;
- Approximate lot coverage of 30%;
- One floor of underground parking (26 spaces) and 26 surface parking spaces;
- A minimum of 600 square metres total amenity space; and
- The perimeter of the site to be planted with deciduous trees to provide shade and buffering.



Source: Landscape Plan & Elevations prepared by Fathom and submitted as part of Planning Application PLANAPP-2023-00287

Enabling Policy and LUB Context

The lands are currently zoned C-2 (Community Commercial) under the Sackville LUB and designated Community Commercial under the Sackville MPS. The C-2 zone permits a range of commercial, office and community facility uses. The Community Commercial designation is intended to provide an intermediate level of commercial service to the community, as well as to support existing uses. The areas included within the designation currently exhibit considerable commercial development as well as the potential for future commercial development as well as new multiple unit dwellings. Policies CC-6 and IM-13 of the Sackville MPS enable Council to consider this development proposal.

Policy CC-6 allows for the consideration of an expansion to existing multiple unit dwellings and for the development of a new multiple unit dwellings by development agreement. Policy CC-6 requires that Council consider the height, bulk, lot coverage and appearance of the building, along with the adequacy of site design features such as landscaping, parking areas, amenity areas and driveways to minimize impact on adjacent uses. The policy further requires consideration of the adequacy of municipal services, requires appropriate environmental controls including stormwater management, impact on traffic circulation and general maintenance.

Policy IM-13 sets out additional criteria for any development agreement, amendments to agreements and LUB amendments considered with the Sackville plan area. Policy IM-13 lists general considerations, some of which are similar to those found in Policy CC-6. Policy IM-13 requires consideration of costs to the municipality, site development aspects, general conformity with the MPS as a whole, and any other matters of planning concern.

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, which includes the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Allows a five-storey apartment building with commercial uses on the ground floor;
- Height, siting, massing, and exterior design controls;
- Permitted uses within the building, including residential and C-2 (Community Commercial) Zone uses on the ground floor;
- Required indoor and outdoor amenity space;
- Controls on the site's access location and parking areas;
- Landscape and lighting controls;
- Requirement for Lot Grading and Erosion and Sedimentation Control Plans; and
- Non-substantive amendments permitted within the agreement including:
 - Changes to the landscaping and signage;
 - Change to the total number of parking spaces;
 - Changes to allow the conversion of the ground floor commercial to residential units; and
 - Extension to the dates of commencement and completion of development.

The attached development agreement will permit a five-storey mixed-use 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.

Height

Policy CC-6 of the Sackville MPS requires the proposed building to be compatible with adjacent uses by way of height. The proposed building is five storeys in height with a gabled roof which does exceed the height of adjacent land uses. However, the contemporary gable roof is intended to complement surrounding single unit dwellings and the adjacent St. John Vianney Church by referencing their gable and pitched roof forms. Measured to the truss, the proposed building's height is 17.4 metres (57 feet), which is taller than adjacent buildings. Consideration was given to the gable roof design and its compatibility with the neighbourhood context. Further, buildings over 15.24 metres (50 ft) in height are now permitted and are becoming more common along Sackville Drive. The proposed design of the building uses tall windows at the ground floor level and the corresponding colonnade almost surrounds the perimeter. This arrangement has the same effect as a low streetwall and acts to visually reduce the height of the building, allowing it to better transition to low-rise buildings in the vicinity.

Bulk

Policy CC-6 also requires the proposed building to be compatible with adjacent uses in bulk. The adjacent St. John Vianney Church building has a footprint of approximately 1,200 square metres (12,916 square feet). This is larger than the footprint of the proposed building, at approximately 870 square metres (9365 square feet). The use of patterns or markings (inscribed or in relief) on sheathing materials visually reduce the bulk of the building. The recessed patios on the side elevations have the same effect as the recessed space of the front and side elevations, reducing the perceived bulk of the building. The perception of the building's bulk is also reduced by the building's orientation; the narrow portion of the building runs parallel with Sackville Drive. Windows are taller at the ground floor and shorter on the remaining four floors. The tall windows combined with the colonnade at ground level on both sides and partially across the façade creates a low streetwall effect that visually reduces the bulk.

Lot Coverage

Lot coverage of the proposed building is calculated to be just under 30% which is less than the 50% permitted in both the C-2 (Community Commercial) zone and the R-4 (Multiple Unit Dwelling) zone of the Sackville Land Use By-law. This reduced lot coverage allows increased flexibility in site design considerations relative to parking, access and preservation of existing vegetation. A lot coverage of a maximum of 30% also minimizes the visible impact of the proposed building by limiting the footprint area. Limiting the lot coverage to that of nearby dwellings gives the taller building a relationship with those buildings.

Building Design

The appearance of the proposed building is a simple rectangular block placed on its longest dimension. This is topped by an extended triangular section forming the gable roof with no living space within. The rectangular block uses recesses or cutouts along the Sackville Drive facade at ground level and the fifth floor, and uses human-scaled doors and windows to impart overall human scale to the five-storey building. Using human-scale doors and windows familiar to the viewer at lower levels imparts a recognizable or known scale to the upper floors of the building.

Traffic

Consideration of the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site is required under Policy CC-6. A Traffic Impact Statement (TIS) was prepared in support of this application by a Traffic Engineer and was reviewed and accepted by HRM staff. The proposal is located on the north side of Sackville Drive, just northwest of Beaver Bank Road, separated from Beaver Bank Road by the St. John Vianney Church and associated parking lot. The development's single access point is located about 150 metres east of the Sackville Drive / Beaver Bank Road intersection and directly across the western driveway to the Kent across the street, to which the new proposed driveway has been aligned. The very low volume of traffic entering and exiting the development suggests that the driveway may be configured with a single entry and exit lane (2 lanes total) as analysis shows that vehicle queuing will seldom exceed a single vehicle. Study analysis concludes the right and left turn entry movements to the development from Sackville Drive do not create any significant impediment to through traffic on Sackville Drive as the new driveway will only generate about 10 exiting movement during peak hours.

Priorities Plans

In accordance with Policy G-14A of the Halifax Regional Plan, staff considered the objectives, policies and action of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027 in making recommendation to Council. 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:

1. Integrating climate change considerations into land use planning policies and process by reducing sprawl and efficiently using transportation systems (Action 23 HalifACT); and
2. Increasing housing stock to accommodate the growing population in Halifax (Strategic Objective 1.6 Halifax's Inclusive Economic Strategy 2022-2027).

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 site and building design, including the distribution of the building mass, results in a development that can be considered compatible with the existing development form while also adding infill residential density. 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 approved 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.

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, letters and fact sheets mailed to property owners within the notification area and a narrated presentation posted to HRM's Shape Your City webpage with a brief survey.

A total of 34 letters were mailed to property owners and tenants within the notification area (Map 2), and the HRM website received a total of 773 unique pageviews over the course of the application, with an average time on the page of 33 seconds. Staff received a number of direct responses from the public. The public comments received include the following topics:

- The Proposed building is too tall for the area;
- Traffic may shortcut through the abutting church property;

- Too much new traffic will be generated in an existing traffic problem area; and
- The proposed roof style helps the building fit in with the community.

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.

ENVIRONMENTAL IMPLICATIONS

No environmental implications have been identified.

LEGISLATIVE AUTHORITY

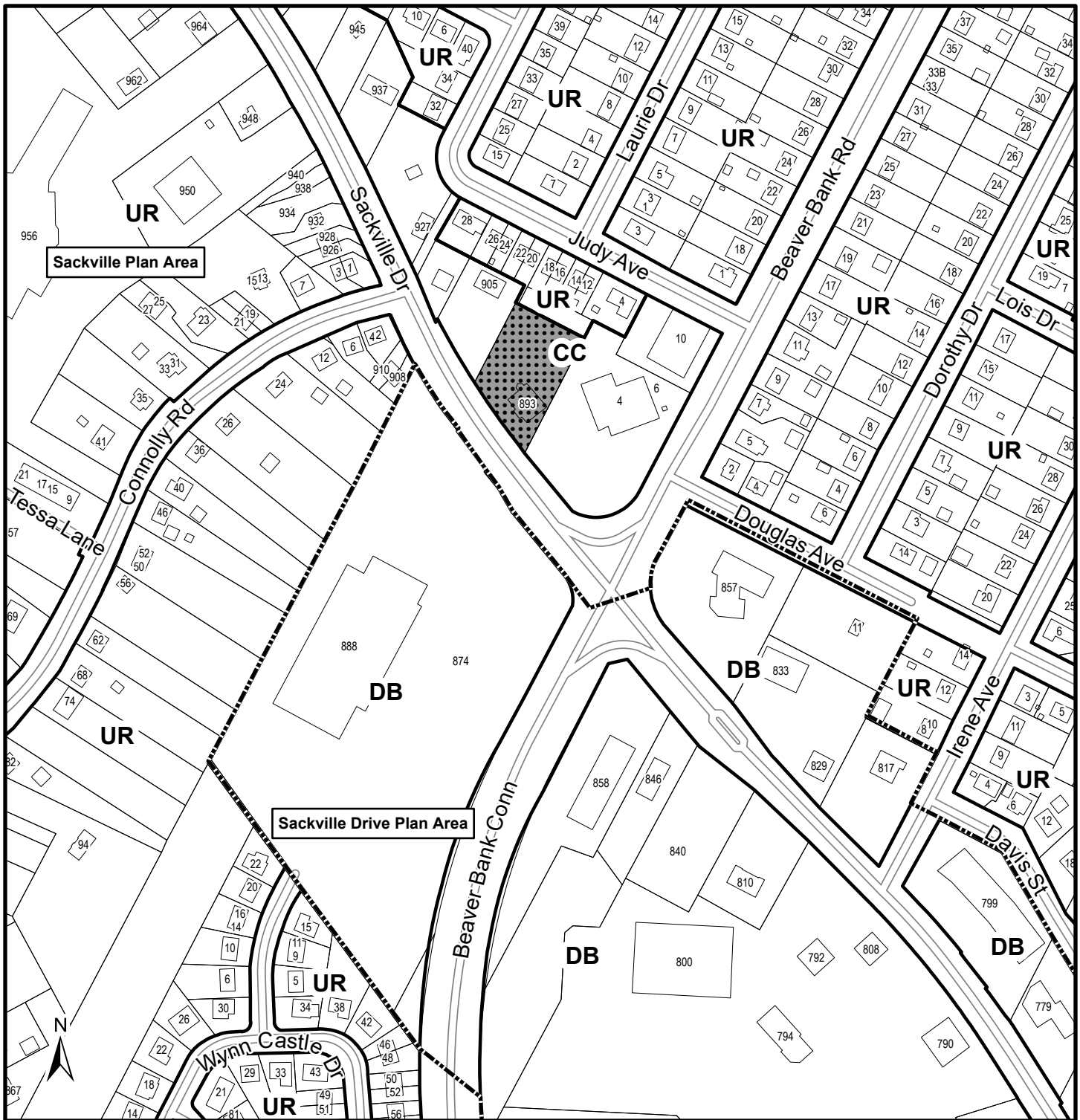
Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development.

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 Planning Policies



Map 1 - Generalized Future Land Use

893 Sackville Drive
Lower Sackville

-  Subject Property
-  Plan Area Boundary

Sackville

Sackville Drive

Designation

- CC Community Commercial
- UR Urban Residential
- DB Downtown/Beaver Bank

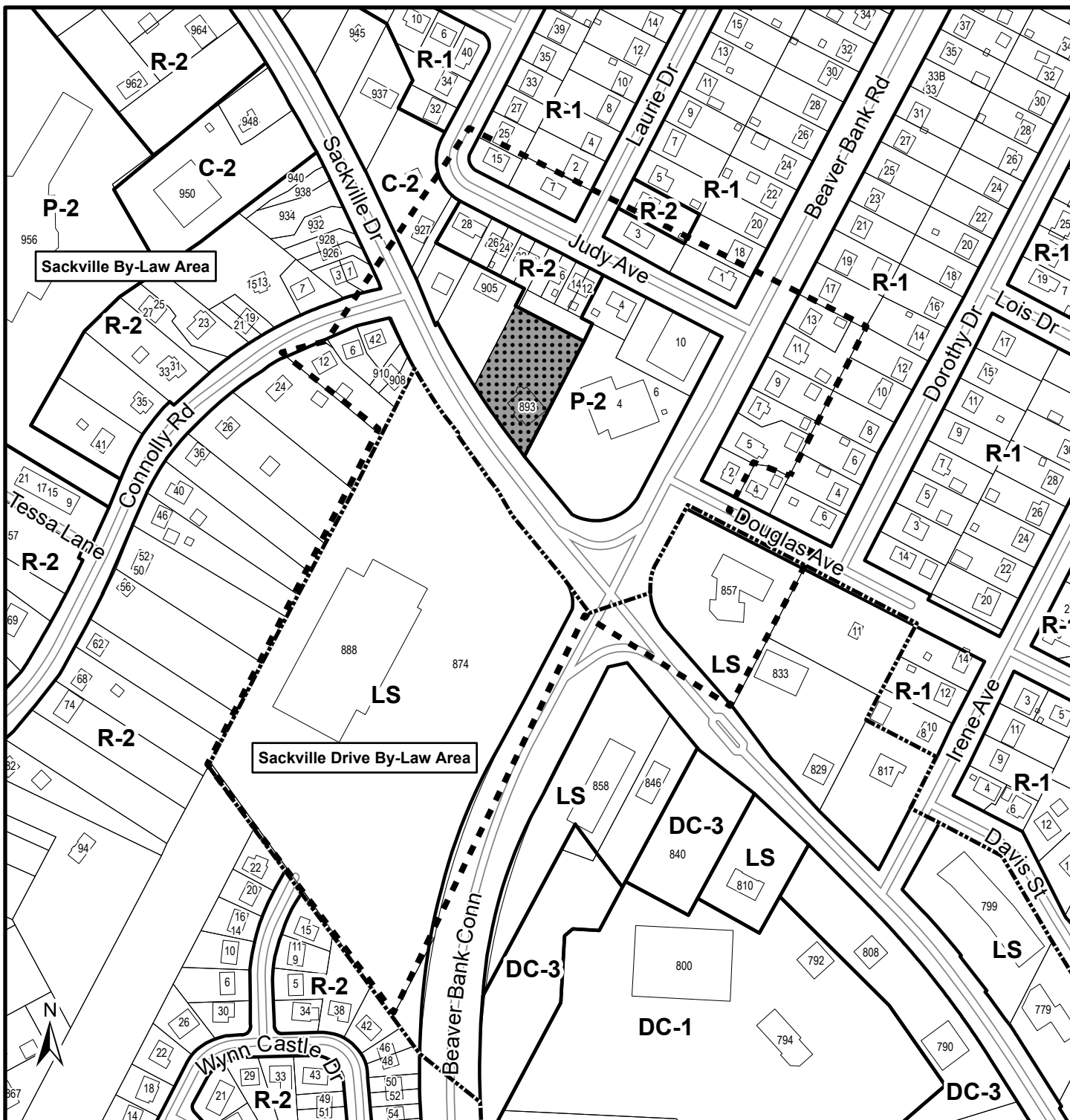
HALIFAX



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
Land Use By-Law Area



Map 2 - Zoning and Notification Area

893 Sackville Drive
Lower Sackville

-  Subject Property
-  Area of Notification
-  Bylaw Area Boundary
- Sackville
- Land Use By-Law Area

Zone	
Sackville	C-2 Community Commercial
	P-2 Community Facility
	R-1 Single Unit Dwelling
	R-2 Two Unit Dwelling
Sackville Drive	DC-1 Downsville Complex 1
	DC-3 Downsville Complex 3
	LS Large Scale Commercial

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 893 Sackville Drive, Lower Sackville and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a five-storey residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies CC-6 and IM-13 of the Sackville Municipal Planning Strategy and Parts 2, 4 and 5 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 2023-00287;

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 as shown on Schedule B.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.4.1 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 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 2023-00287:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Building Elevations

3.2 Requirements Prior to Approval

- 3.2.1 Prior to any site work or the issuance of a Lot Grading Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Post securities in accordance with Subsection 3.9.4 of this Agreement;
 - (b) Written confirmation and photograph demonstrating the existing building on the Lands has been demolished; and
 - (c) 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 the Occupancy Permit for the building, the Developer shall provide written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan unless otherwise permitted by the Development Officer.
- 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) a five-storey residential building with a maximum of 47 residential units and a maximum of 118.45 square metres commercial use;
- (b) outdoor amenity space;
- (c) surface and below grade parking;
- (d) bicycle parking;
- (d) secondary suites shall not be permitted; and
- (e) any uses permitted within the C-2 zone shall be permitted on the Lands subject to the provisions contained within 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) lot coverage shall not exceed 35%;
- (b) all portions of the building above grade shall be:
 - i) a minimum of 7 metres from the northern property line,
 - ii) 3 metres from the west extent along the southern property line,
 - iii) 12 metres from the east extent along the southern property line; and
 - iv) 5 metres from the eastern property line;
- (c) the maximum height of the building shall not exceed 5-storeys as shown on the Schedules; and
- (d) the Development Officer may permit a 5% increase to the provisions identified in Subsections 3.4.1(a) and 3.4.1(c) provided the intent and all other specific provisions of this Agreement have been adhered to.

3.5 Amenity Space

3.5.1 A minimum of 600 square metres of amenity space shall be provided, of which:

- i) a minimum 295 square metres is to be provided as outdoor amenity space; and
- ii) a minimum of 305 square metres of indoor amenity space shall be provided.

3.5.2 No area dedicated as indoor amenity space shall be less than 40 square meters.

3.6 Architectural Requirements

3.6.1 The main entrances to 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 Sackville Drive. Any service entrances shall be integrated into the design of the building and shall not be a predominant feature.

3.6.2 The façade facing Sackville Drive shall be designed and detailed as primary façade. Further, 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 scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.

- 3.6.4 Exposed foundation shall not be permitted. Any exposed foundation shall be architecturally detailed, covered with stone or brick or treated in an equivalent manner acceptable to the Development Officer. Parging with plaster or cement shall not be acceptable.
- 3.6.5 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be considered as integral parts of the design. Where appropriate these elements shall be treated to match, complement or contrast the colour of the adjacent surface, except where used expressly as an accent.
- 3.6.6 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Sackville Drive or abutting properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and adjacent properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.6.7 The first floor front façade of buildings with ground floor commercial use must be between 50-75% windows, doors or other treatment sufficiently transparent to provide views of the interior of the building. All windows shall be vertically proportioned, where possible. Windows should be framed with prefinished metal or vinyl.
- 3.6.8 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.6.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.6.10 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. 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 Schedule B and C. The parking area shall maintain setbacks from the property lines as shown on the plans.
- 3.7.2 The parking area shall provide a minimum of 26 parking spaces, shall be hard surfaced, and the mutual boundary of the parking area shall be defined by fencing.
- 3.7.3 The underground parking shall provide a minimum of 26 parking spaces.
- 3.7.4 The visitor parking area and the driveway access to the visitor parking, as shown on Schedule B, shall be finished with hard surface paving system.

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. The building top may be lighted to emphasize the building against the skyline.

3.9 Landscaping

- 3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's *Canadian Nursery Stock Standard* (9th 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 Schedule B and C. 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 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.
- 3.9.4 Notwithstanding Subsection 3.9.3, 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.
- 3.9.5 All landscape areas designed to be installed upon any portion of the building must be supported by documentation from a Structural Engineer indicating that the building design is able to support any required drainage or additional weight caused by the landscaped area.

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 reasonably consistent 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 any 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 the entrance to the multi-unit building to denote the development's name. The locations of this sign shall require the approval of the Development Officer and Development Engineer. The maximum height of this sign inclusive of support structures shall not exceed 3.05 metres in height and the face area of the sign shall not exceed 4.65 square metres. The sign shall be constructed of natural materials such as wood, stone, brick or masonry; the foundation or concrete piers shall not be visible. The only illumination permitted shall be low wattage, shielded exterior fixtures directed at the sign.

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, solid waste and recyclables 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 Sackville Drive and residential properties along the north and south 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 Sackville Drive or incorporated into the architectural treatments and roof structure.
- 3.13.4 Any mechanical equipment shall be screened from view from Sackville Drive and adjacent properties with a combination of fencing and landscaping or building elements.

3.14 Reinstatement

- 3.14.1 All disturbed natural turf, plants or treed 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 services, such as electrical, telephone and cable, shall be provided to the residential building as underground installation.

4.4 Outstanding Site Work

- 4.4.1 Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

4.5 Solid Waste Facilities

- 4.5.1 The building shall be designed in accordance with By-law S-600 as amended from time to time. This 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.
- 4.5.2 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.
- 4.5.3 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 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 Sulphide Bearing Materials

- 5.3.1 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 Schedule B or C;
- (b) Changes to the signage in terms of materiality and dimensions not exceeding 5%;
- (c) Changes to the total number of parking spaces;
- (d) Change of ground floor commercial use to residential use not to exceed 3 additional residential units;
- (e) Changes to the maximum total number of units or layout through internal conversion not to exceed 5 additional residential units;
- (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (g) 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 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 Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean issuance of the Development Permit 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 seven (7) 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 seven (7) 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: _____

Print Name: _____

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 Andy Fillmore, 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



fathomstudio.ca
1 Starr Lane
Dartmouth, NS
B2Y 4V7

fathom

Consultants

Client
RYAN MCNEIL

Key Plan

SCALE: N.T.S.
Seal

Revisions
NO. DATE

Project
893 SACKVILLE DRIVE

Drawing Name
LAYOUT PLAN

Scale
1:400

Project number

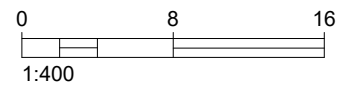
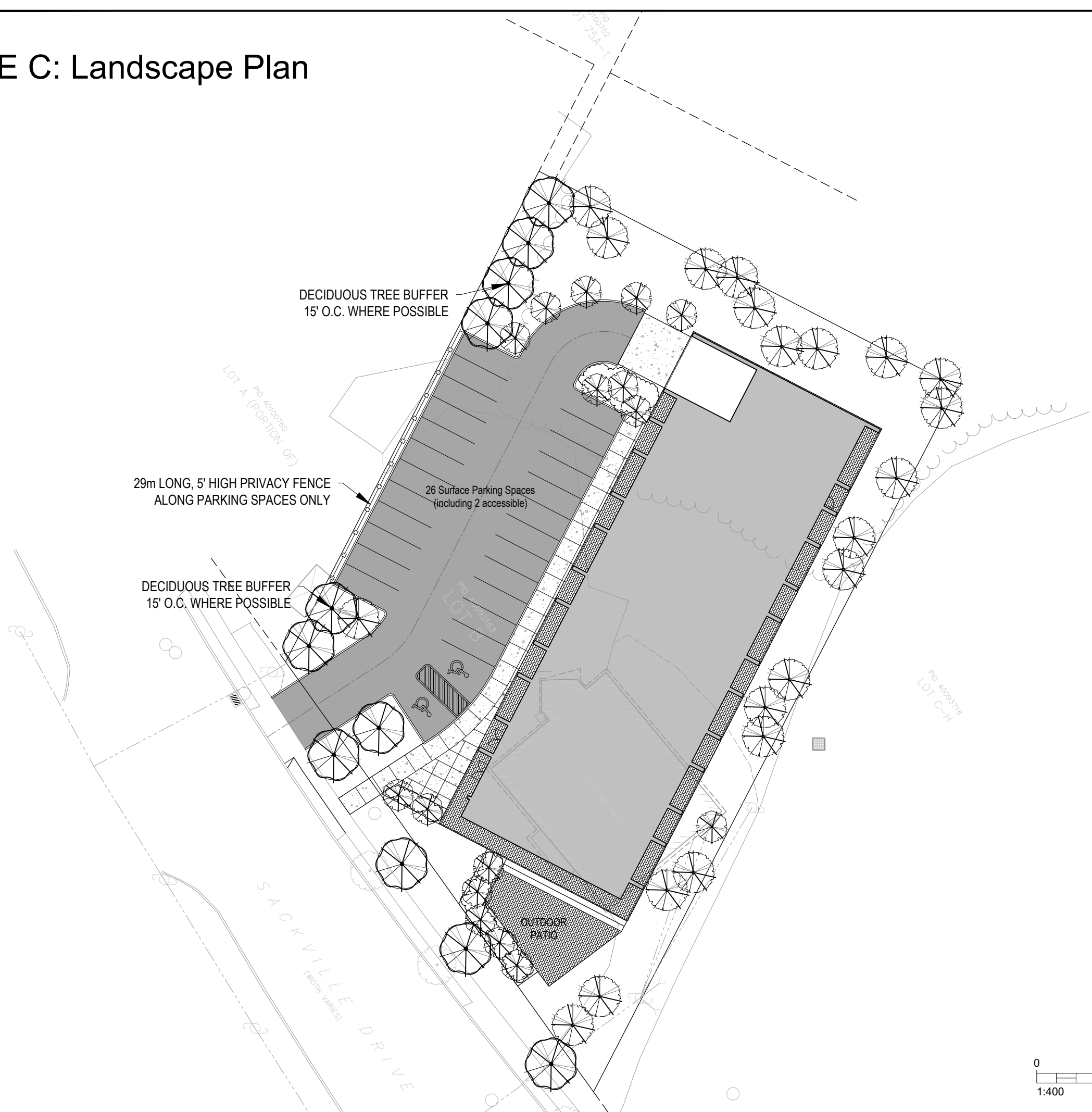
Drawn By
RTL

Checked
RTL

Approved
RTL

Drawing Number
L-101

SCHEDULE C: Landscape Plan



fathomstudio.ca
1 Starr Lane
Dartmouth, NS
B2Y 4V7

fathom

Consultants

Client
RYAN MCNEIL

Key Plan

SCALE: N.T.S.

Seal

Revisions
NO. DATE

Project
893 SACKVILLE DRIVE

Drawing Name
PLANTING PLAN

Scale
1:400

Project number

Drawn By
RTL

Checked
RTL

Approved
RTL

Drawing Number
L-103

SCHEDULE D: Building Elevations



REVISIONS DATE

PROJECT
SACKVILLE DRIVE
DEVELOPMENT
APPLICATION

CLIENT
RYAN MCNEIL

SCALE DATE

DRAWN BY CHECKED REVIEWED

APPROVED

SEAL

NOT FOR
CONSTRUCTION

DRAWING
ELEVATIONS

DRAWING NO.
A-200

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

Sackville Municipal Planning Strategy Community Commercial Designation	
Policy Provision	Staff Comment
Policy CC-6 <i>Notwithstanding Policy CC-2, within the Community Commercial Designation, Council may consider the expansion of existing multiple unit dwellings and the development of new multiple unit dwellings according to the development agreement provisions of the Planning Act. In considering any such development agreement, Council shall have regard to the following:</i>	
<p><i>(a) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>The proposed building is five storeys with a gabled roof that exceeds the height of adjacent land uses for example:</p> <ul style="list-style-type: none"> - North: primarily one-storey single family dwellings; - East: St. John Vianney Church to the east is one storey with a gabled roof; - South: Kent is one storey; - West: One storey commercial uses (auto sales); <p>The “contemporary gable roof” by the architect is intended to complement surrounding single unit dwellings and the adjacent St. John Vianney Church by referencing their gable or pitched form roofs. Given that the building height to the truss (57 feet to underside of truss) is already taller than adjacent buildings, the architect gave thoughtful consideration to whether the gable roof then makes the building incompatible with the neighbourhood context because of the height. But because buildings over 50 feet in height are now permitted along Sackville Drive and are becoming a more common sight it is less jarring when viewed against the skyline.</p> <p>Lot coverage is just over 30% which is compatible with coverage of the adjacent church and single unit dwellings. The LUB permits 35% lot coverage for single unit, two unit dwellings and townhouses while permitting 50% lot coverage for multis. The similarity of the proposed building’s lot coverage, essentially the footprint, to the LUB’s required lot coverage for single and two unit dwellings creates compatibility between the multi and existing dwellings.</p>

	<p>Beyond the gable roof, the proposed building is a simple rectangular block form with the long side located on the ground and smallest end located towards Sackville Drive. The building envelope is recessed below the front peak to accommodate an amenity space. Private balconies are recessed within the envelope on the side elevations. There is also a recessed space at the commercial use ground level. These recessed spaces and recessed balconies help to visually reduce the bulk of the building. Masonry building skin at the primary façade at Sackville Drive is carried along the ground floor levels on all sides. The gable peak is sheathed in vertical siding carried around the corners of the peak to the side elevations and applied to the body of the building above the masonry ground floor level. The lines of the siding visually decrease the bulk and give human scale to the building.</p>
<p><i>(b) 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 residents of the development;</i></p>	<p>Landscaping is provided along rear and eastern side of property to provide buffering from existing residential and institutional uses and along the frontage and outdoor commercial patio space to provide residents and commercial users a buffer from Sackville Drive.</p> <p>603 square metres of amenity space is proposed in total; including two indoor amenity rooms with combined total 306 square metres and one outdoor amenity rooftop deck and outdoor area totalling 303 square metres.</p> <p>The proposed outdoor parking lot is very close to the property line shared to the west with 905 Sackville Drive. It will be buffered by a five foot high board fence along the asphalt parking lot portion and the remaining portions of the length of the boundary between 905 Sackville Drive and the subject site will be buffered by coniferous and deciduous trees.</p> <p>Parking services has reviewed the number of proposed parking spaces and does not anticipate parking concerns for nearby streets. There are 26 proposed exterior surface parking spaces and 26 proposed underground spaces.</p>
<p><i>(c) that municipal central services are available and capable of supporting the development;</i></p>	<p>Halifax Water has reviewed the application and is satisfied that existing municipal central services are available and capable of supporting the</p>

	development. Review of detailed servicing plans will take place at the permit application stage.
<i>(d) that appropriate controls are established to address environmental concerns, including stormwater controls;</i>	The submitted stormwater management (SWM) plan has been reviewed and accepted by Development Engineering. Detailed SWM plans will be required for review at permit application stage.
<i>(e) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;</i>	HRM Development Engineering and NS Department of Public Works evaluated the impact on traffic circulation, sight stopping distance and driveway turning distances. The required Traffic Impact Study was accepted by both departments. An approved NS Public Works "Work Within Highway Right-of-Way Permit" will be required to install any new driveway or modify an existing driveway on a provincial road and to build any structure within 60 metres of a Controlled Access Highway R.O.W.
<i>(f) general maintenance of the development; and</i>	Provisions for general maintenance will be included in the development agreement.
<i>(g) the provisions of Policy IM-13.</i>	See below.
Implementation Policies	
Policy IM-13 <i>In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:</i>	
<i>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;</i>	The proposal reasonably conforms with the MPS and other municipal by-laws and regulations.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	See below.
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	No cost to the Municipality is foreseen for this development.
<i>(ii) the adequacy of sewer and water services;</i>	See CC-6(c).
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	The TIS submitted in support of this proposed development was accepted by HRM Development Engineering and NS Public Works. Site access and egress distances from intersections were within municipal standards.

	HRM Parking Services approved the underground and surface parking.
<i>(iv) open storage;</i>	Open storage will not be permitted by the development agreement.
<i>(v) signs; and</i>	Signage provisions will be included in the development agreement and follow the Land Use By-law.
<i>(vi) any other relevant matter of planning concern.</i>	No other matters have been identified by staff at this time.
<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>	<p>The site is generally flat, except along the rear property line where the grade increases to a maximum of 20%. Development is not being proposed on this steep area of the site but a planted tree buffer is. Existing grade at the rear property line is being maintained to provide additional buffering between proposed development and existing residential neighbourhood on Judy Avenue.</p> <p>No watercourse, potable water supplies (<i>sources</i>), marshes or bogs or flooding susceptibility are identified on the site.</p> <p>This is a brownfield infill site and no environmental matters of concern have been identified by the developer.</p>
<i>(e) any other relevant matter of planning concern; and</i>	No other matters have been identified by staff at this time.
<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>	Not applicable.
PRIORITY PLANS	
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.

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

The proposed development aligns with the various priority plans as per the following:

- integrating climate change implications into land use planning policies and process by reducing sprawl and efficiently using transportation systems (Action 23 HalifACT); and
- increasing housing stock to accommodate the growing population in Halifax (Strategic Objective 1.6 Halifax's Inclusive Economic Strategy 2022-2027).