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**Item No. 10.1.2**  
**North West Community Council**  
**June 9, 2025 Public Hearing**  
**May 12, 2025 First Reading**

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

**FROM:** Jacqueline Hamilton, Executive Director of Planning and Development

**DATE:** March 17, 2025

**SUBJECT:** **PLANAPP 2024-00312: Development Agreement for 229 Beaver Bank Road, Beaver Bank**

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**ORIGIN**

Application by ZZap Architecture and Planning, on behalf of the property owner, Momac Developments Ltd.

**EXECUTIVE SUMMARY**

This report recommends a development agreement to permit a townhouse development on the lands at 229 Beaver Bank Road. The proposed development maintains the existing single unit dwelling located on the subject property as well consists of 17 residential units arranged in five (5) townhouse blocks located off a new private driveway with access to the Beaver Bank Road. Policy UR-6 and IM-13 of the Sackville Municipal Planning Strategy allow the consideration of this proposal by development. Staff recommend that North West Community Council approve the proposed development agreement.

**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 enter into a development agreement to enable the construction of a townhouse development, consisting of 17 residential units at 229 Beaver Bank Road, Beaver Bank and schedule a public hearing;
2. Approve the proposed development agreement for a 17-unit townhouse development at 229 Beaver Bank Road, 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

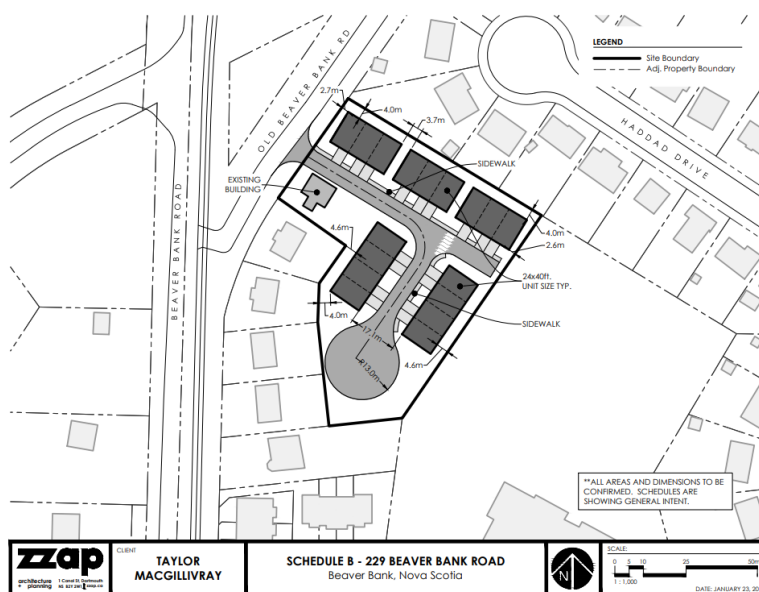
ZZap Architecture and Planning has applied to enter into a development agreement to construct a total of 17 units within five townhouse blocks on a private driveway at 229 Beaver Bank Road, Beaver Bank. There is an existing single-unit dwelling and a barn and outdoor space for horses currently located on the lands. The proposal would allow for the existing dwelling to remain on the lands; however, all aspects of the agricultural use (horses) are to be removed. Policy UR-6 of the Sackville Municipal Planning Strategy (MPS) enables Council to consider townhouse developments where each unit does not have direct access to a public street.

<b>Subject Site</b>	229 Beaver Bank Road, Beaver Bank
<b>Location</b>	North of the intersection of Beaver Bank Road and Stokil Drive, off Beaver Bank Road, on a public travel way informally known as Old Beaver Bank Road.
<b>Regional Plan Designation</b>	Urban Settlement (US)
<b>Community Plan Designation (Map 1)</b>	Urban Residential (UR) under the Sackville Municipal Planning Strategy (MPS)
<b>Zoning (Map 2)</b>	R-6 (Rural Residential) under the Sackville Land Use By-law (LUB)
<b>Size of Site</b>	Approximately 5,655 sq. m (60,870 sq. ft.)
<b>Street Frontage</b>	Approximately 42 m (138 ft)
<b>Current Land Use(s)</b>	A single-unit dwelling and agricultural use (a barn and outdoor paddock for horses)
<b>Surrounding Use(s)</b>	Single-unit and townhouse dwellings, institutional use (church) and resource use (lumber yard)

## Proposal Details

The major aspects of the proposal are as follows:

- A total of 17 residential units in the form of five townhouse blocks;
- Access to Beaver Bank Road off a new private driveway;
- A pedestrian walkway along one side of the development for safe movement along the private driveway and connecting to Beaver Bank Road;
- Retention of existing single-unit dwelling; and
- Removal of the existing barn and paddock, as well as all animals.



Source: Concept Plan prepared by Zzap and submitted as part of the Planning Application PLANAPP-2024-00312

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

The subject property is designated Urban Residential (UR) under the Sackville MPS and zoned R-6 (Rural Residential) under the Sackville LUB. Under the R-6 zone, as-of-right development currently permits residential developments up to four units, as well as some Resource and Community uses. Resource uses may include forestry, such as the lumber yard located across the street from the subject site, or agriculture, such as the keeping of horses or animals, currently in existence on the site. Consideration for more than four residential units on the site may be considered under Policy UR-6 of the Sackville MPS.

Policy UR-6 enables the development of townhouses which do not provide direct access from each unit of the townhouses to a public street. In considering a development agreement for townhouses enabled under Policy UR-6, the proposal must meet several requirements, including having central services (water and wastewater), a minimum lot size, and general compatibility with the surrounding neighbourhood and uses in the area.

### **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:

- A maximum of 17 units within five townhouse blocks;
- The creation of a shared private driveway with a private sidewalk on one side, connecting the units to Beaver Bank Road;
- On site parking spaces;
- The retention of an existing single-unit dwelling;
- Landscaping, fencing and buffering; and
- Non-substantive amendments permitted within the agreement, including;
  - Changes to the configuration of the townhouse dwellings; and
  - Extension to the dates of commencement and completion of the development.

The attached development agreement will permit a total of 17 units within townhouse dwellings and one existing single unit dwelling 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.

### **Compatibility Controls**

Policy UR-6(d) of the Sackville MPS requires consideration of the separation distance for the proposed development in relation to low density residential developments nearby. Policy UR-6(f) speaks to the compatibility of the height, bulk, lot coverage, and appearance of any proposed buildings to adjacent uses in the area. The proposed development agreement will enforce building requirements that are in keeping with the requirements of the R-5 (Townhouse Dwellings) zone of the Sackville LUB, to ensure the development integrates into the existing neighbourhood as follows:

- The side yard requirements are 8 ft (10 ft in the By-law) and the rear yard requirements are 10 ft (8 ft in the By-law). Given the proposed layout of the townhouse blocks, the rear yard setback is the portion of the development that will directly interact with neighbouring properties;
- A fence will be required to be erected along the entire property line to provide an additional level of buffering between the proposed development and the existing dwellings;
- The maximum height (35 feet / 10.7 m) and lot coverage (35%) requirements are the same as the R-5 zone; and

- Backyard and secondary suites will not be permitted within the townhouse dwellings to ensure the density of the area is reasonable.

#### Site Design

Policy UR-6(e) of the Sackville MPS outlines the need to consider features such as landscaping, parking areas, and driveways that provide adequate services to the development, while minimizing any impacts to the surrounding neighbourhood. The development will include an attached garage and driveway for each townhouse unit. A landscaping plan is required through the development agreement, requiring landscaping treatment on all areas of the site that are not developed as townhouse blocks.

#### Previous Land Use Concerns

The current keeping of horses on the lands has led to several complaints from the public regarding the storing of manure in proximity to abutting dwellings, the associated smells, and the runoff of manure during rain events. The current zoning on the lands (R-6) does permit agricultural uses, including the keeping of animals. However, the proposed development would remove the agricultural use from the lands and under the proposed development agreement, agricultural uses will no longer be permitted.

#### **Priorities Plans**

In accordance with Policy G-14A of the Halifax Regional Plan, staff considered 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 in making its 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) 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 proposed development agreement sets out building requirements for the townhouse dwellings in line with the R-5 (Townhouse Dwellings) zone with regard to building height, setbacks, and lot coverage, to better integrate the development with the existing dwellings in the area. Pedestrian movement has been considered through the implementation of a sidewalk along one side of the private driveway, allowing for safe connections between the development and Beaver Bank Road. A fence will be established along the entire property line of the subject property to provide a buffer between the proposed development and the existing dwellings abutting the property. 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 2025-2026 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, and letters mailed to property owners within the notification area. A total of 153 letters were mailed to property owners and tenants within the notification area (Map 2). As of January 28, 2025, the HRM website received a total of 182 unique pageviews over the course of the application, with an average time on page of 38 seconds. Staff received one response from the public. The public comments received include the following topics:

- Loss of privacy; and
- An increase in traffic volumes and congestion.

As a result of the public feedback, the developer agreed to include the requirement for a fence to be built surrounding the entire development.

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**

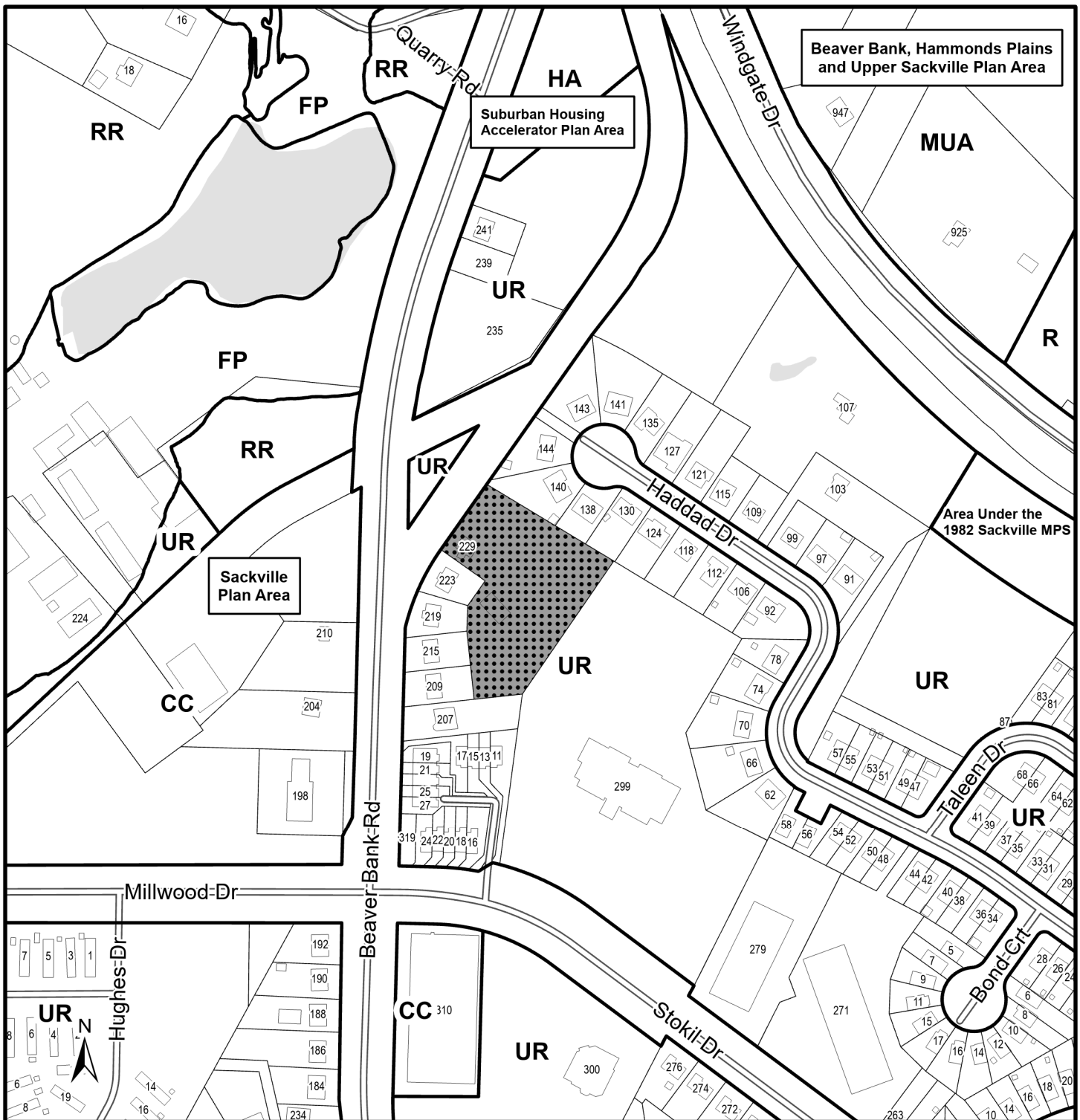
No environmental implications are identified.

## **ALTERNATIVES**

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


## **ATTACHMENTS**

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



## Map 1 - Generalized Future Land Use

229 Beaver Bank Road  
Beaver Bank

 Subject Property

 Plan Area Boundary

Sackville  
Plan Area

### Designations

### Sackville Plan

CC Community Commercial  
FP Floodplain  
RR Rural Residential  
UR Urban Residential

### Suburban Housing Accelerator Plan

HA Housing Accelerator

### BB, HP and US Plan

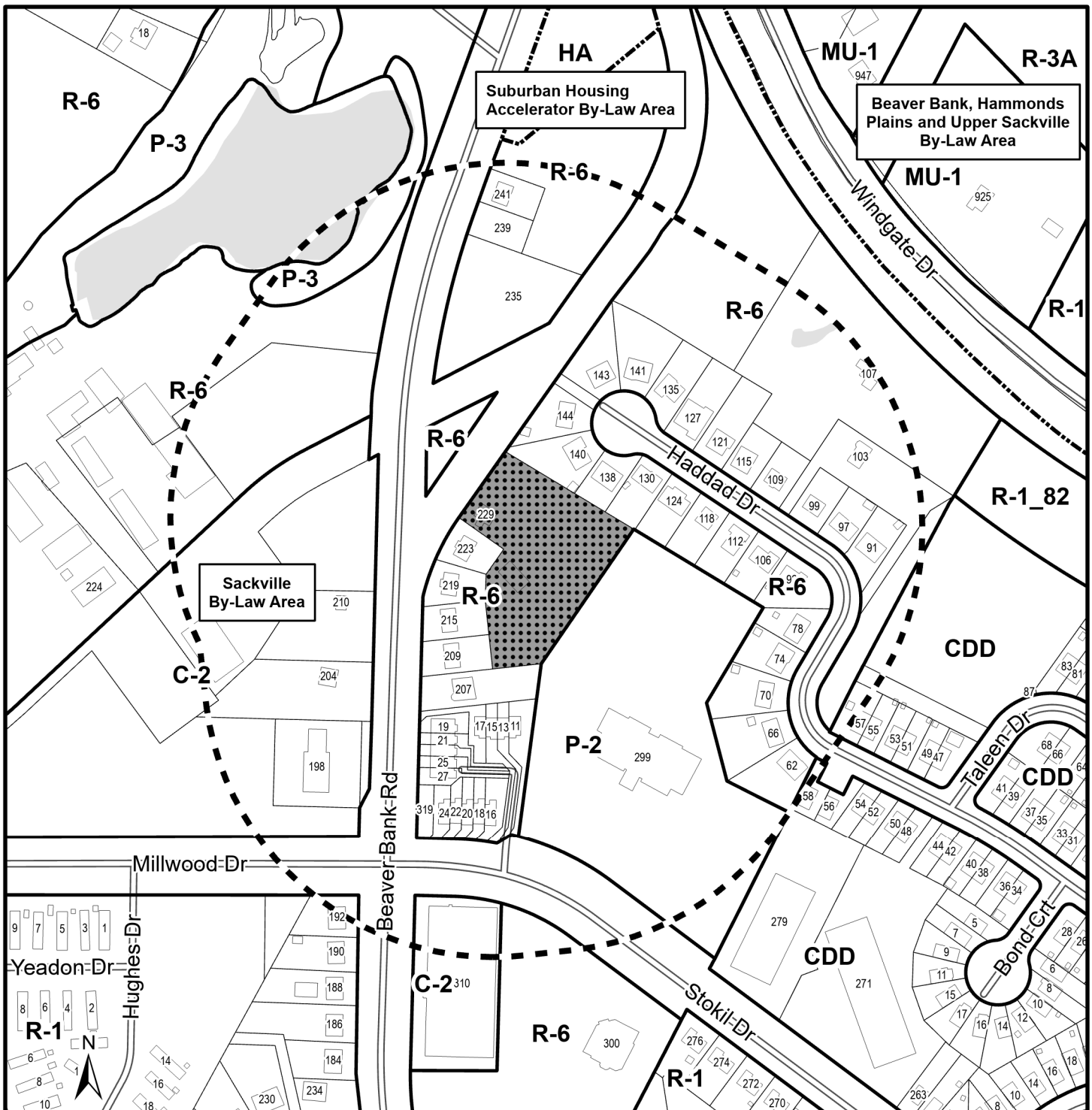
MUA Mixed Use A  
R Residential

**HALIFAX**

0 25 50 75 100 m

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

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



## Map 2 - Zoning and Notification Area

229 Beaver Bank Road  
Beaver Bank



Subject Property



Area of Notification



By-Law Area Boundary

Sackville  
Land Use By-Law Area

Beaver Bank, Hammonds  
Plains and Upper Sackville

Suburban Housing  
Accelerator

Sackville

## Zones

C-2	Local Business
CDD	Comprehensive Development District
P-2	Community Facility
P-3	Floodplain
R-1	Single Unit Dwelling
R-3	Mobile Dwelling
R-6	Rural Residential
R-1_82	Single Unit Dwelling (Under the 1982 Land Use By-Law)
HA	Housing Accelerator
MU-1	Mixed Use 1
R-1	Single Unit Dwelling
R-3A	Mobile Home Park

**HALIFAX**

0 40 80 m

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

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this plan is not guaranteed.



**Attachment A:  
Proposed Development Agreement**

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

BETWEEN:

**[Insert Individual's name]**

an individual, in the Halifax Regional Municipality 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 229 Beaver Bank Road, Beaver Bank, 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 17-unit townhouse development and an existing single-unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR-6 and IM-13 of the Sackville Municipal Planning Strategy, and Section 3.6 of the Sackville Land Use By-law;

**AND WHEREAS** North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as PLANAPP 2024-00312;

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

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

### **1.1 Applicability of Agreement**

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

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variance applications enabled under Section 250 of the *Halifax Regional Municipal Charter* shall be permitted.

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

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

### **1.4 Conflict**

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

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

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

### **1.6 Provisions Severable**

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

## **1.7 Lands**

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

## **PART 2: DEFINITIONS**

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

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

### **2.2 Definitions Specific to this Agreement**

- 2.2.1 The following words used in this Agreement shall be defined as follows:
- (a) **Common Shared Private driveway:** means a shared private driveway located in the Common Shared Area which provides access to/from each of the Townhouse Dwellings, the Common Shared Areas, and to/from the Municipal public streets.
  - (b) **Soft Landscaping:** means covered by water-permeable material or vegetation, such as trees, hedges, shrubs, flowers, grass, mulch, fruit and vegetable plants, sod, planter boxes, or another vegetative groundcover. A water feature, excluding a swimming pool, hot tub, or a water fountain, and a permeable vegetated grid system are considered soft landscaping.
  - (c) **Townhouse Dwelling:** means a building which may resemble a rowhouse dwelling that is divided vertically into three or more dwelling units, and where each dwelling unit is not located on a separate lot and where each dwelling unit does not require separate driveway access to a public street.

## **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-2024-00312:

Schedule A	Legal Description of the Land(s)
Schedule B	Site Plan
Schedule C	Townhouse Dwelling Yards

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

- 3.2.1 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) Obtain a Grade Alteration Permit as per By-law G-200, concerning Grade Alteration and Stormwater Management related to Land Development, including any amendments; and

- (b) Submit and obtain approval of a stormwater management plan that meets the standards of Administrative Order 2020-010-OP Respecting Stormwater Management Standards for Development Activities and complies with the requirements set out in Section 5.2.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
  - (a) A final landscaping plan in accordance with Section 3.10 of this Agreement; and
  - (b) Written confirmation from a Structural Engineer that all landscape areas designed to be installed upon any portion on any rooftop level of the building is able to support any required drainage or additional weight caused by the landscaped area.
- 3.2.3 Prior to the issuance of the first Occupancy Permit for the buildings, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
  - (a) Written confirmation from a Landscape Architect which the Development Officer may accept as sufficient record of compliance with Section 3.10 of this Agreement;
  - (b) Written confirmation from a qualified professional which the Development Officer, in consultation with the Development Engineer, may accept as sufficient record of compliance with Section 5.1 and Section 5.2 of this Agreement; and
  - (c) Confirmation that all other uses and structures (excluding the existing single-unit dwelling) have been removed from the lands.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

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

- 3.3.1 The use(s) of the Lands permitted by this Agreement are as follows:
  - (a) Townhouse Dwellings;
  - (b) Existing single-unit dwelling; and
  - (c) Accessory uses and buildings, pursuant to the Land Use By-law, as amended from time to time.
- 3.3.2 The Townhouse Dwellings shall have a maximum of 17 total dwelling units.
- 3.3.3 A maximum of six main buildings shall be permitted on the Lands.
- 3.3.4 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Sackville Land Use By-law, as amended from time to time.
- 3.3.5 Notwithstanding section 3.3.3 above, a covered front porch shall be permitted to encroach within the front yard setback requirements listed in this Agreement.

### **3.4 Phasing**

- 3.4.1 The site may be developed in phases, or all buildings may be developed concurrently.

- 3.4.2 If the site is to be developed in phases, the Developer shall submit a phasing plan prior to any construction permits being issued.

### **3.5 Built Form and Siting**

- 3.5.1 The Townhouse Dwellings shall be sited as generally illustrated on Schedule B.
- 3.5.2 The Townhouse Dwellings shall conform with the following building requirements:
- a) Minimum front yard shall be 20 feet (6.1m);
  - b) Minimum rear yard shall be 10 feet (3 m);
  - c) Minimum side yards shall be 8 feet (2.5 m);
  - d) Maximum height of main building shall be 35 feet (10.7 m);
  - e) Maximum Lot coverage shall be 35%; and
  - f) Minimum separation between Townhouse Dwellings shall be 12 feet (3.7 m).
- 3.5.3 Accessory uses, building, and structures shall comply with the requirements of the Land Use By-law.
- 3.5.4 For the purpose of section 3.5.2 the front, side, and rear yards shall be established as illustrated within Schedule C.
- 3.5.5 The existing single-unit dwelling shall continue to follow all requirements of the underlying zone of the Land Use By-law, as amended from time to time.
- 3.5.6 Further to section 3.5.5, only the Residential Uses listed within the underlying zone of the existing single-unit dwelling shall be permitted uses.
- 3.5.7 With the exception of the existing single-unit dwelling, no secondary suites or backyard suites shall be permitted. The existing single-unit dwelling shall follow all requirements for secondary suites or backyard suites, as detailed in the By-law.

### **3.6 Architectural Requirements**

- 3.6.1 The following external cladding materials are prohibited on the exterior walls of any main building:
- a) Plywood;
  - b) Plastic (excluding vinyl);
  - c) unfinished concrete; or
  - d) Cinder block.

### **3.7 Subdivision of the Lands**

- 3.7.1 Subdivision of the lands is not required for construction of the Townhouse Dwellings. Any subdivision of the lands in the future will be required to meet all requirements of the Regional Subdivision By-law and Land Use By-law, as amended from time to time.
- 3.7.2 Subdivision to create a separate lot for the existing single-unit dwelling shall be permitted, subject to the requirements of the Regional Subdivision By-law and Land Use By-law, as amended from time to time.

### **3.8 Parking, Circulation and Access**

- 3.8.1 Each Townhouse Dwelling shall contain two (2) parking spaces per dwelling unit. An attached garage may be counted towards one (1) of the two required parking spaces.
- 3.8.2 Bicycle parking requirements shall not apply to the Townhouse Dwellings.
- 3.8.3 Private sidewalks and pedestrian crossing areas shall be established on site, as illustrated on Schedule B.

### **3.9 Outdoor Lighting**

- 3.9.1 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.

### **3.10 Landscaping**

- 3.10.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).
- 3.10.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects).
- 3.10.3 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.
- 3.10.4 Notwithstanding Section 3.10.2, 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.
- 3.10.5 All undeveloped areas of the lands that are not being used for the common shared private driveway, sidewalks, and individual driveways shall be covered by soft landscaping.
- 3.10.6 Excluding the property line fronting along Old Beaver Bank Rd., a fence shall be erected along all other property lines to create a buffer between the development and the existing buildings on abutting properties.
- 3.10.7 All landscaped 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.

### **3.11 Maintenance**

3.11.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

3.11.2 All disturbed areas of the Lands shall be reinstated to original condition or better using native species wherever possible.

### **3.12 Signs**

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

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

### **3.13 Temporary Construction Building**

3.13.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.14 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 and/or primary (if applicable) services, such as electrical, telephone and cable, may be provided to all Townhouse Dwellings as underground installation.

## **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; and
  - (b) Demonstrate that the proposed grade alterations will not increase the risk of flood to adjacent, downstream, upstream properties or assets.
- 5.2.2 Stormwater management must meet average removal of 80% of Total Suspended Solids (TSS) on an annual loading basis from all stormwater runoff leaving the development site based on the post-development level of imperviousness.
- 5.2.3 Where easements are required as part of the stormwater management system, the Developer shall provide the easements to the Municipality or Halifax Water as required.

## **5.3 Archaeological Monitoring and Protection**

- 5.3.1 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 configuration of the Townhouse Dwellings on the Lands and Schedule B;
  - (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
  - (c) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4.3 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 first Building Permit.
- 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 6.1.1, 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 for the final Townhouse Dwelling.
- 7.4.3 In the event that development on the Lands has not been completed within six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

### **7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development after six (6) 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 sixty (60) days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
  - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
  - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
  - (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**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:* \_\_\_\_\_

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

*Date Signed:* \_\_\_\_\_

=====

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**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 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.

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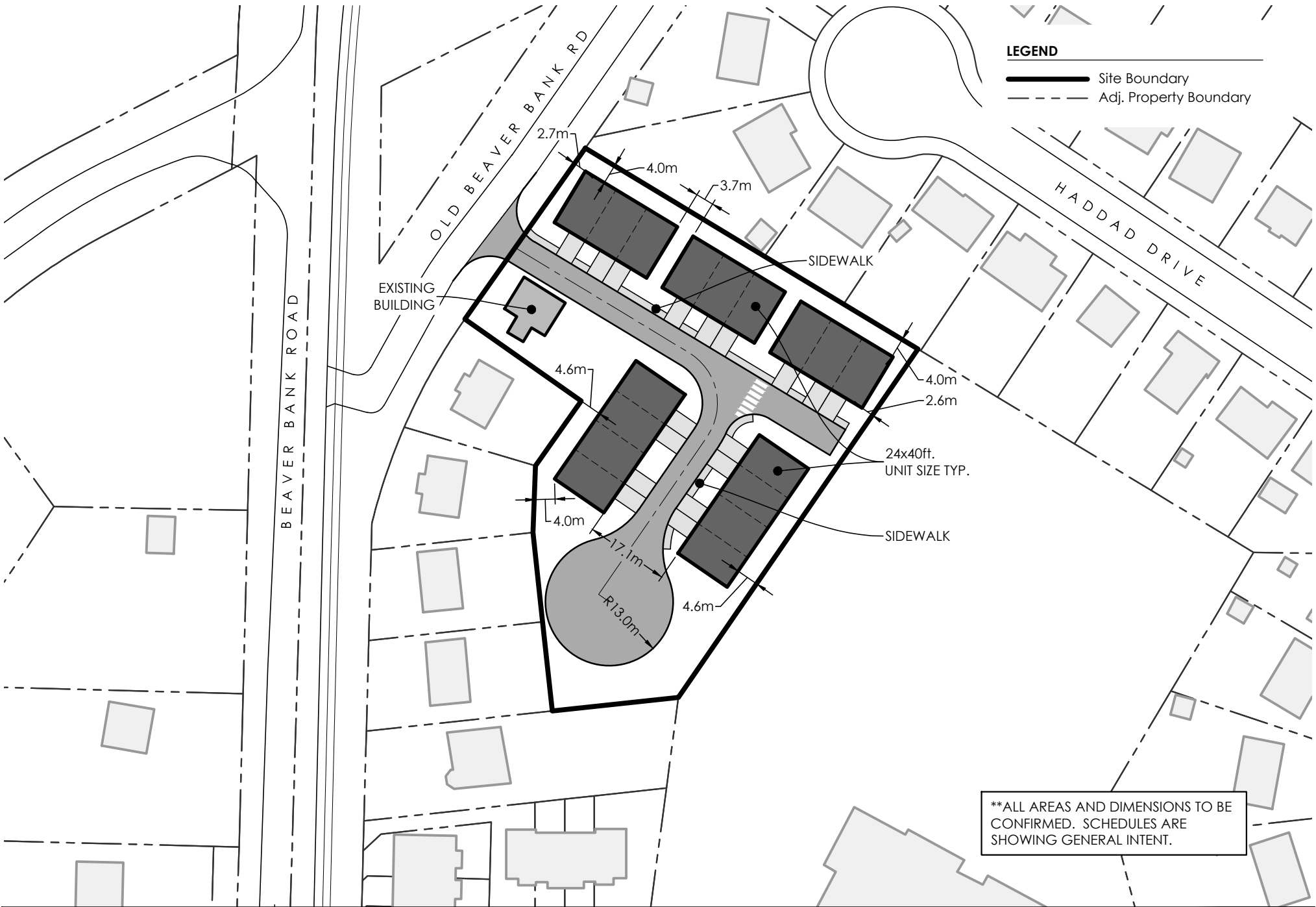
A Commissioner of the Supreme Court  
of Nova Scotia

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 Mayor Andy Fillmore 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.

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A Commissioner of the Supreme Court  
of Nova Scotia



**LEGEND**

— Site Boundary

- - - Adj. Property Boundary

\*\*ALL AREAS AND DIMENSIONS TO BE  
 CONFIRMED. SCHEDULES ARE  
 SHOWING GENERAL INTENT.

BEAVER BANK ROAD

OLD BEAVER  
BANK RD

EXISTING  
BUILDING

SIDE YARD

REAR YARD

FRONT YARD

SIDE YARD

SIDE YARD

REAR YARD

FRONT YARD

FRONT YARD

SIDE YARD

REAR YARD

## LEGEND

- SITE BOUNDARY
- ADJ. PROPERTY BOUNDARY

HADDAD  
DR

\*\*ALL AREAS AND DIMENSIONS TO BE  
CONFIRMED. SCHEDULES ARE  
SHOWING GENERAL INTENT.



## Attachment B – Review of Relevant MPS Policies

Sackville Municipal Planning Strategy	
URBAN RESIDENTIAL DESIGNATION <u>Townhouse Dwelling Units</u>	
Policy	Staff Comments
<b>Policy UR-6</b> <i>Notwithstanding Policies UR-2 and UR-5, within the Urban Residential Designation, it shall be the intention of Council to consider townhouse developments which do not provide direct access from each units to a public street, in accordance with the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:</i>	
<i>(a) Repealed</i>	N/A
<i>(b) that the development includes a minimum area of twenty thousand (20,000) square feet;</i>	The proposed lot has approximately 55,000 ft <sup>2</sup> of area.
<i>(c) that municipal central services are available and capable of supporting the development;</i>	Municipal central services are already available in this area, and services are already present for the existing single unit dwelling on-site. A servicing schematic has also been provided by the applicant to show how the proposed development will gain services.
<i>(d) the adequacy of separation distances from low density residential development;</i>	The proposed development has single unit dwellings abutting the side yards of the proposed lot and a church to its rear yard lot line. Within the R-6 zone that is on these lands, an 8 ft rear and side yard are required. Within the R-5 (Townhouse Dwelling) Zone, a 10 ft side yard and 8 ft rear yard setback are required. The proposed site plan shows a minimum side yard setback of approximately 8.5 ft and a rear yard setback of 13 ft. The separation distances are acceptable, and it is noted that the rear yard setback is the more important setback to enforce, given the layout of the lot and development, the rear of all proposed townhouse buildings will abut the surrounding neighbourhood. The requirements of the R-5 (townhouse) zone will be used as the basis for requirements in the development agreement, to align with



	the standard requirements of a townhouse dwelling.
<i>(e) that site design features including landscaping, parking areas and driveways are of an adequate size and design to meet the needs of residents of the development and to address potential impacts on adjacent development;</i>	All 17 units are proposed to have 1 internal parking space (garage) and a driveway for an additional parking space. Driveway dimensions will be established within the development agreement. Landscaping is proposed on the site and will be addressed through the development agreement and schedules. The entire site is serviced by an internal, private driveway that connects to the public street, so parking and car movements should have minimal impacts on the adjacent developments in the area.
<i>(f) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent uses;</i>	The building requirements for the townhouse development will be taken from the R-5 zone (townhouse) zone to ensure the proposed development is in keeping with the rest of the existing neighbourhood. Setbacks, building height, and lot coverage are all the same or very close to the requirements of the By-law. Building architecture will also be guided by the requirements of the land use by-law.
<i>(g) general maintenance of the development;</i>	Site maintenance will be addressed through the development agreement.
<i>(h) preference for a site in close proximity to community facilities such as schools, recreation areas and bus routes; and</i>	An elementary and high school are located approximately 1.2km from the proposed site with other schools in the general area as well. There are two bus routes that currently operate along Beaver Bank Road, with a stop located in close proximity to the subject site, just above Beaver Bank Rd. and Stokill Dr. There are also several public parks in the general vicinity of the subject site.
<i>(i) the provisions of Policy IM-13.</i>	See Below
<b>IMPLEMENTATION</b>	

**Policy IM-13**

*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:*

*(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;*

As discussed, the proposal generally conforms with the intent of the MPS and other by-laws and regulations.

*(b) that the proposal is not premature or inappropriate by reason of:*  
*(i) the financial capability of the Municipality to absorb any costs relating to the development;*  
*(ii) the adequacy of sewer and water services;*  
*(iii) the adequacy or proximity of school, recreation and other community facilities;*  
*(iv) the adequacy of road networks leading or adjacent to or within the development; and*  
*(v) the potential for damage to or destruction of designated historic buildings and sites*

(i) No costs to the Municipality are expected.

(ii) No concerns with service adequacy have been identified by Halifax Water.

(iii) The available schools and recreation facilities have been identified when discussing UR-6 (h) above. This development is expected to have a negligible effect on school capacity. Further, *The Education Act* mandates that every person over the age of 5 years and under the age 21 years has the right to attend a public school serving the school region in which that person lives.

(iv) A Traffic Impact Statement has been submitted by the applicant and reviewed by HRM Engineering and Traffic Services, no issues have been flagged that would negatively impact the road networks in the area as a result of this development.

(v) No historic building or sites have been identified within proximity of this site.

*(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) type of use;*  
*(ii) height, bulk and lot coverage of any proposed building;*  
*(iii) traffic generation, access to and egress from the site, and parking;*  
*(iv) open storage;*  
*(v) signs; and*  
*(vi) any other relevant matter of planning concern.*

(i) The area is predominantly single-unit dwellings with one other townhouse development and a church nearby. The proposed townhouse development is similar to what is already present in the area and will adhere to minimum setbacks to ensure separation from other dwellings adjacent to the site.

(ii) See UR-6 (f) above.

	<p>(iii) See IM-13 (b)(iv) above.</p> <p>(iv) There is no open storage proposed on the site.</p> <p>(v) Signage will be regulated through the proposed development agreement. Signage shall be in accordance with the applicable LUB requirements.</p> <p>(vi) No other matters identified.</p>
<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>	A servicing schematic has been provided by the applicant with no issues flagged by internal agencies with regard to steepness or grades, geological conditions, or watercourses and flooding.
<i>(e) any other relevant matter of planning concern; and</i>	No other matters 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>	N/A - not a holding zone.
<b>Halifax Regional Municipal Planning Strategy (Regional Plan)</b>	
<b>CHAPTER 3: SETTLEMENT AND HOUSING</b>	
<b>3.2 Land Use Designations</b>	
<p><b>3.3 PLANNING AND DESIGN FOR GROWTH CENTRES</b></p> <p><i>Tables 3-1 and 3-2 outline the types of centres intended for the Urban Settlement and Rural Commuter Designations respectively and the associated design characteristics which are to be supported when preparing secondary planning strategies. Table 3-3 lists other Rural Centres which are no longer targeted for growth, but will continue to be recognized for their role in the rural settlement pattern. Directives for preparing a secondary planning strategy for the Regional Centre are found under Chapter 6.</i></p>	<p>Staff advise that this request is supported and reasonably consistent with the Regional Centre Growth Centre intentions. The medium density of units is supported by the location of site within an established community with similar development character and densities. The townhouse building design is human-scale and integrates well into the existing neighbourhood.</p> <p>Parking is established on site of each townhouse unit, allowing cars to be kept off the road and a transit stop is located in close proximity to the proposed</p>

<p><b>Table 3-1: Future Characteristics of Urban Settlement Growth Centres</b></p> <p><b>Map 1: Settlement and Transportation</b>  <i>This property falls within the Lower Sackville Urban Local Growth Centre identified on Map 1. Table 3-1 of the Regional Plan lists intended future characteristics of Urban Settlement Growth Centres. Characteristics intended for the Cole Harbour centre which are applicable to this request include:</i></p> <ul style="list-style-type: none"> <li>• <i>Mix of low, medium and high density residential, small office, small institutional and convenience commercial uses</i></li> <li>• <i>In established residential neighbourhoods, low to medium density residential uses</i></li> <li>• <i>Transit to connect to other centres and Regional Centre</i></li> </ul>	<p>development, running down a major street (Beaver Bank Rd.), allowing for connections to other transit options and areas within the suburban and urban area.</p>
<p><b>9.6 PRIORITIES PLANS</b></p>	
<p><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></p>	
<p><b>G-14A</b> <i>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:</i></p> <p><i>(a) The Integrated Mobility Plan;</i>  <i>(b) Halifax Green Network Plan;</i>  <i>(c) HalifACT;</i>  <i>(d) Halifax's Inclusive Economic Strategy 2022-2027; and</i>  <i>(e) any other priority plan approved by Regional Council while this policy is in Effect</i></p>	<p>(a) See below  (b) No corridors are present in the vicinity of the proposed development.  (c) N/A  (d) See Below  (e) N/A</p>
<p><b>Integrated Mobility Plan</b></p>	
<p><b>3. MODE-SPECIFIC POLICIES</b></p>	

3.2 Transit	
<p><b>Objective 3.2.1</b>  <i>Enhance transit service by increasing the priority of transit and improving the integration of transit service with land use and settlement patterns.</i></p>	<p>Medium density is being established on a large, underutilized lot with only 1 single unit dwelling on it currently. The site is in close proximity to an existing transit stop along a major collector road (Beaver Bank Road), allowing more residents to take transit and potentially increase the ridership of the bus route.</p>
Halifax's Inclusive Economic Strategy 2022	
Strategic Objectives	
<p><b>Objective 1.6</b>  <i>Increase housing stock.</i></p>	<p>The proposal is putting 17 additional units onto a large lot that currently only has one single-unit dwelling. The development would introduce an appropriate level of infill and density to a site that can accommodate it and a neighbourhood with similar densities and building design.</p>