

# HALIFAX

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

## Item No. 10.1.1

North West Community Council  
January 12, 2026 Public Hearing  
December 8, 2025 Notice of Motion

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

**FROM:** Erin MacIntyre, Acting Executive Director of Planning and Development

**DATE:** October 28, 2025

**SUBJECT:** PLANAPP 2025-00792: Amendments to an existing Development Agreement for 131 Hanwell Drive, Middle Sackville

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### ORIGIN

Application by WSP.

### EXECUTIVE SUMMARY

This report recommends substantive amendments to the existing development agreement at 131 Hanwell Drive in Middle Sackville. The proposed amendments would extend the commencement date for construction by five (5) years and completion date by eight (8) years and allow any future extensions of these dates to be considered as a non-substantive amendments to the agreement. Staff recommend that North West Community Council approve the proposed amending development agreement.

### RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed amending agreement, as set out in Attachment A, to extend the commencement date for construction by five (5) years and completion date by eight (8) years and amend section 6.2 of the existing development agreement to allow for any future extension to the commencement and completion dates through the non-substantive process and schedule a public hearing;
2. Approve the proposed development agreement amendment, which shall be substantially of the same form as set out in Attachment A; and
3. Require the amending 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**

WSP Canada, on behalf of the property owner, has applied to extend the commencement and completion dates within the existing development agreement for 131 Hanwell Drive in Middle Sackville. The existing development agreement, for a large mixed use residential development known as Sunset Ridge, was approved by the North West Community Council in 2008. Most of the development is complete except for a four-storey multiple unit dwelling at 131 Hanwell Drive.

Typically, extensions to commencement and completion development dates are listed as a non-substantive amendment within most development agreements, however this is not the case for the 2008 Sunset Ridge development agreement. Therefore, the applicant also requested an amendment to include any potential future requests for additional time extensions as non-substantive.

The applicant has indicated that the property owner has been working to initiate construction. At this time, development and building permits have been issued which expire March 26<sup>th</sup>, 2026. Should the applicant require an extension to the permits, the Development Officer will be unable to approve the extension as the commencement of construction date has passed. Commencement of construction is defined by the agreement as the installation of footings and foundation of the building. The applicant has indicated the request for an extension and inability to commence construction at this time is due to financial constraints and that additional time is needed to secure the required financing.

<b>Subject Site</b>	131 Hanwell Drive, Middle Sackville
<b>Location</b>	At the corner of Margeson Drive, Swindon Drive, and Hanwell Drive
<b>Regional Plan Designation</b>	Urban Settlement (US) and Rural Commuter (RC)
<b>Community Plan Designation (Map 1)</b>	Rural Residential (RR) under the Sackville MPS
<b>Zoning (Map 2)</b>	Comprehensive Development District (CDD) under the Sackville Land Use By-law
<b>Size of Site</b>	5,624.8 square metres (60,544.84 square feet)
<b>Street Frontage</b>	Margeson Drive – Approximately 116 metres (1249 feet) Swindon Drive – Approximately 46 metres (495 feet) Hanwell Drive – Approximately 75 metres (807 feet)
<b>Current Land Use(s)</b>	Vacant
<b>Surrounding Use(s)</b>	Single Unit Dwellings and Multi Unit Dwellings

### **Proposal Details**

The applicant is requesting substantive amendments to the existing development agreement. The major aspects of the proposal are as follows:

- Extend the commencement of construction date for the mixed-use building by five (5) years as outlined in Section 8.3.3. of the existing development agreement;
- Extend the completion of construction date for the mixed-use building by eight (8) years as outlined in Section 8.3.4 of the existing development agreement; and
- Amend Section 6.2 of the development agreement to allow any future requests to extend commencement and completion dates to be considered as non-substantive amendments to the existing development agreement.

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

The subject property is designated Rural Residential under the Sackville Municipal Planning Strategy (MPS). The site is zoned Comprehensive Development District (CDD) under the Sackville Land Use By-law (LUB). The Comprehensive Development District Zone enables the development agreement process for comprehensively planned developments which may include a mix of residential, community facility and local commercial uses. The existing development agreement and these amendments are enabled by policies SU-6 of the Regional Plan and RR-3, UR-10, and IM-13 of the Sackville MPS. North West Community Council considered these policies when approving the original development agreement and

subsequent amendments. The development's compliance with the intent of the applicable policies and standards was thoroughly evaluated when the original agreement was approved, as detailed in the [staff report](#).

### **Existing Development Agreements**

On July 10<sup>th</sup>, 2008, North West Community Council approved the original development agreement to allow for the creation and development of large mixed use residential development. The original development agreement permits:

- 128 Single Unit Dwellings – construction completed;
- 108 Semi-Detached Dwelling Units- construction completed;
- 55 Townhouse Units – construction completed;
- 2 Multiple Unit Dwellings containing a maximum of 128 dwelling units – construction completed; and
- A commercial development as prescribed by the agreement – not completed (131 Hanwell Drive).

On March 7<sup>th</sup>, 2011, North West Community Council approved substantive amendments to the existing development agreement ([case 16722](#)) to allow for a text amendment to reduce the minimum side yard to 2.43 meters (8 feet).

On June 20<sup>th</sup>, 2022, North West Community Council approved a substantive amendment to the existing development agreement ([case 22820](#)) to allow the commercial site to be developed with a four-storey multiple unit dwelling with ground floor commercial space at 131 Hanwell Drive. As part of the amendments, timelines for commencement and completion of construction of three and five years, respectively, were included but were not identified as non-substantive.

## **DISCUSSION**

Staff have reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed amending development agreement in relation to the relevant Municipal Planning Strategy policies.

### **Proposed Amending Development Agreement**

Attachment A contains the proposed amending development agreement for the subject site. The proposed amending development agreement addresses the following matters:

- Extending the amount of time to commence construction;
- Extending the amount of time to complete construction; and
- Amending section 6.3 of the existing agreement to allow for time extensions to the commencement and completion dates through the non-substantive process.

A substantive amendment to a development agreement requires approval by a Community Council and additional process, including community engagement and a public hearing. This process ensures transparency and community input for amendments that could affect land use, density, or overall development form. In contrast, a non-substantive amendment can be approved by a Development Officer without Community Council involvement. Non-substantive amendments are limited to minor changes that do not alter the more detail-oriented terms of the agreement, allowing for a streamlined process for routine or technical adjustments and are clearly outlined in the development agreement approved by Council.

The existing development agreement permits a four-storey mixed-use development consisting of at grade commercial units and residential units above subject to the controls identified in the [original agreement](#). Since the applicant has not proposed any changes to the site layout, built form, or servicing, the requested

time extension can be assessed within the framework of this original agreement and is supported by policies in the Regional Plan and Sackville Municipal Planning Strategy.

### **Potential Change in Regulatory Framework and Further Time Extensions**

The proposed timeframe for commencement and completion of construction also reflects the anticipated release of the upcoming Suburban Plan, which will replace the current policy framework; therefore, any further extensions beyond these timelines might not be permitted. When similar regulatory changes occurred in other areas of HRM (such as under the Regional Centre Secondary Municipal Planning Strategy), existing development agreements were given shorter timelines to commence to enable those sites to transition to the updated framework rather than remain indefinitely under the previous framework.

### **Priorities Plans**

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. In this case, no policies were identified that were relevant to this application.

### **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 Municipal Planning Strategy. The proposed amending development agreement permits an additional five (5) years for the commencement of construction and an additional eight (8) year extension for the completion of construction, with no alterations to the existing building aspects, resulting in a building that is the same in massing and design. The proposed amending development agreement also adds Sections 8.3.3 and 8.3.4 to Section 6.2 of the existing development agreement, which would allow any future requests for extensions to the commencement and completion dates to be considered as non-substantive amendments. Therefore, staff recommend that the North West Community Council approve the proposed amending 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 the 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 Municipal Planning Strategy policies. Community Council has the discretion to make decisions that are consistent with the Municipal Planning Strategy, and such decisions may be appealed to the N.S. Regulatory and Appeals Board. Information concerning risks and other implications of adopting the proposed amending 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.

Given that the lot is situated between two African Nova Scotian (ANS) communities, it is important to acknowledge the historical and ongoing concerns ANS communities have regarding development processes, particularly related to land use, notification, and the long-term impacts on community well-being. In recognition of these concerns and following the recommendation of the African Nova Scotian Community Action Program team, the notification area was expanded and divided into two separate mailing lists to better capture the interests of the two respective African Nova Scotian communities.

A total of 534 letters were mailed to property owners and tenants within the two notification areas (Map 3). The Halifax Regional Municipality's website received a total of 90 unique pageviews over the course of the application, with an average time on page of 40 seconds. Staff received four (4) email responses from the public and one (1) phone call.

The public comments received include the following topics, with a response to each:

Public Comment	Response
The initial proposed eight-year extension is excessive and lacks adequate justification.	The original requirements for commencement and completion were proposed through <a href="#">Case 22820</a> in 2022. The applicant proposed extended timelines that were revised throughout the course of the application to the 5 years for commencement of construction and 8 years for completion, as ultimately approved by Council. Given the rationale provided by the applicant, it is reasonable to consider the requested extensions subject of this report.
Classifying any future extension requests as non-substantive raises serious concerns about transparency and accountability.	While it is true that there is no hearing or decision of Council on non-substantive amendments, classifying future extension requests as non-substantive is consistent with past practice and allows for administrative efficiency where no material change to the intent or scope of the agreement is proposed. Any such extensions would still be subject to review by staff to ensure compliance with the existing terms of the agreement. As such, this approach maintains both transparency and accountability while streamlining routine administrative matters.
Concerns regarding safety as the property is currently vacant and no regular maintenance is occurring to maintain the site.	Complaints about safety while the site remains vacant should <a href="#">be reported to 311</a> for investigation and response.

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 Halifax Regional Municipality's webpage, property owners within the notification area shown on Map 3 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 amending 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. Regulatory and Appeals Board as per Section 262 of the *HRM Charter*.

2. North West Community Council may choose to refuse the proposed amending 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. Regulatory and Appeals Board as per Section 262 of the *HRM Charter*.

#### **ATTACHMENTS**

Map 1: Generalized Future Land Use

Map 2: Zoning

Map 3: Notification Area

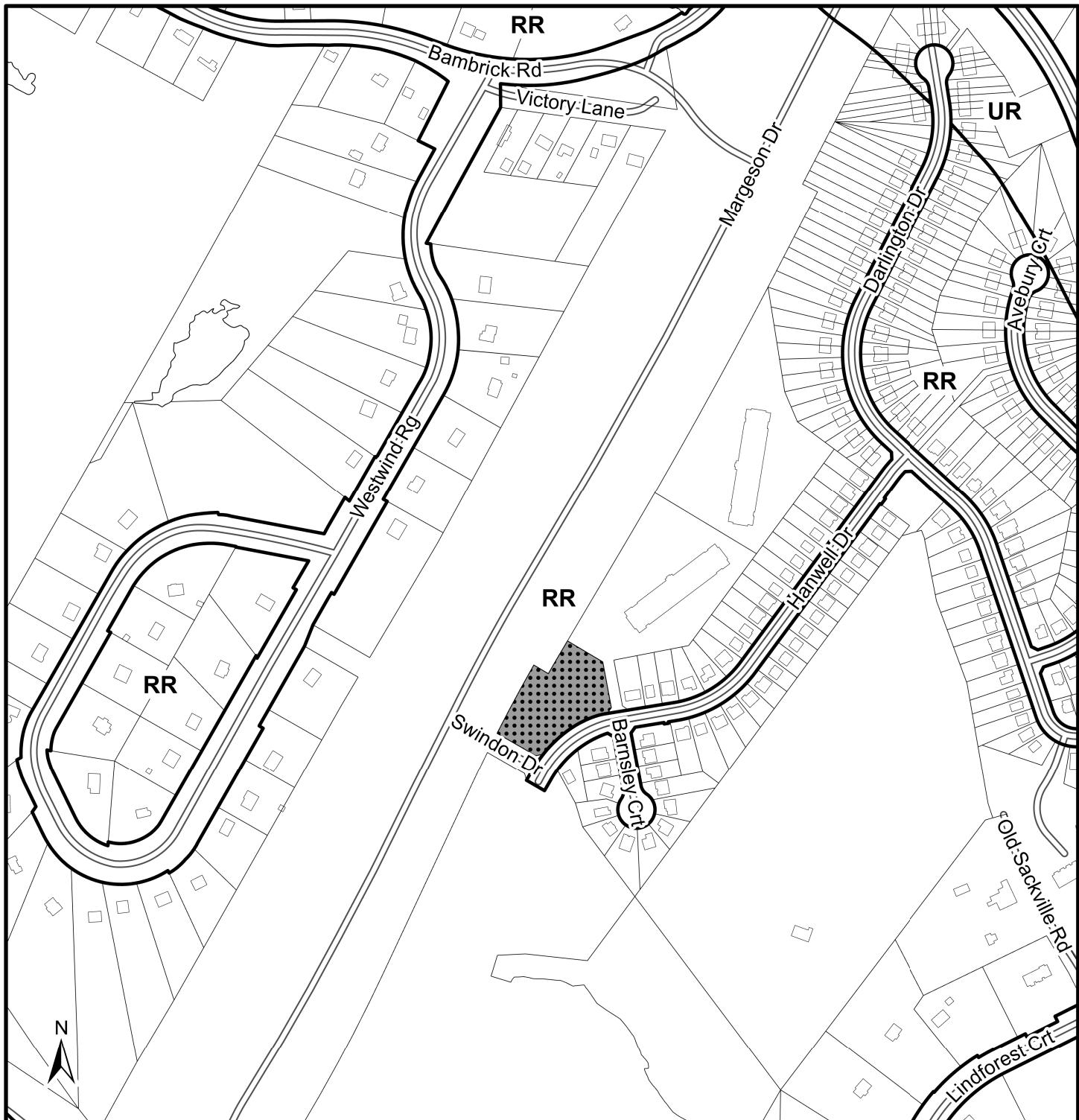
Attachment A: Proposed Third Amending Development Agreement

Attachment B: Review of Relevant MPS Policies

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**Map 1 - Generalized Future Land Use**

131 Hanwell Drive  
Middle Sackville

**HALIFAX**

**Designation**

0 40 80 120 160 m

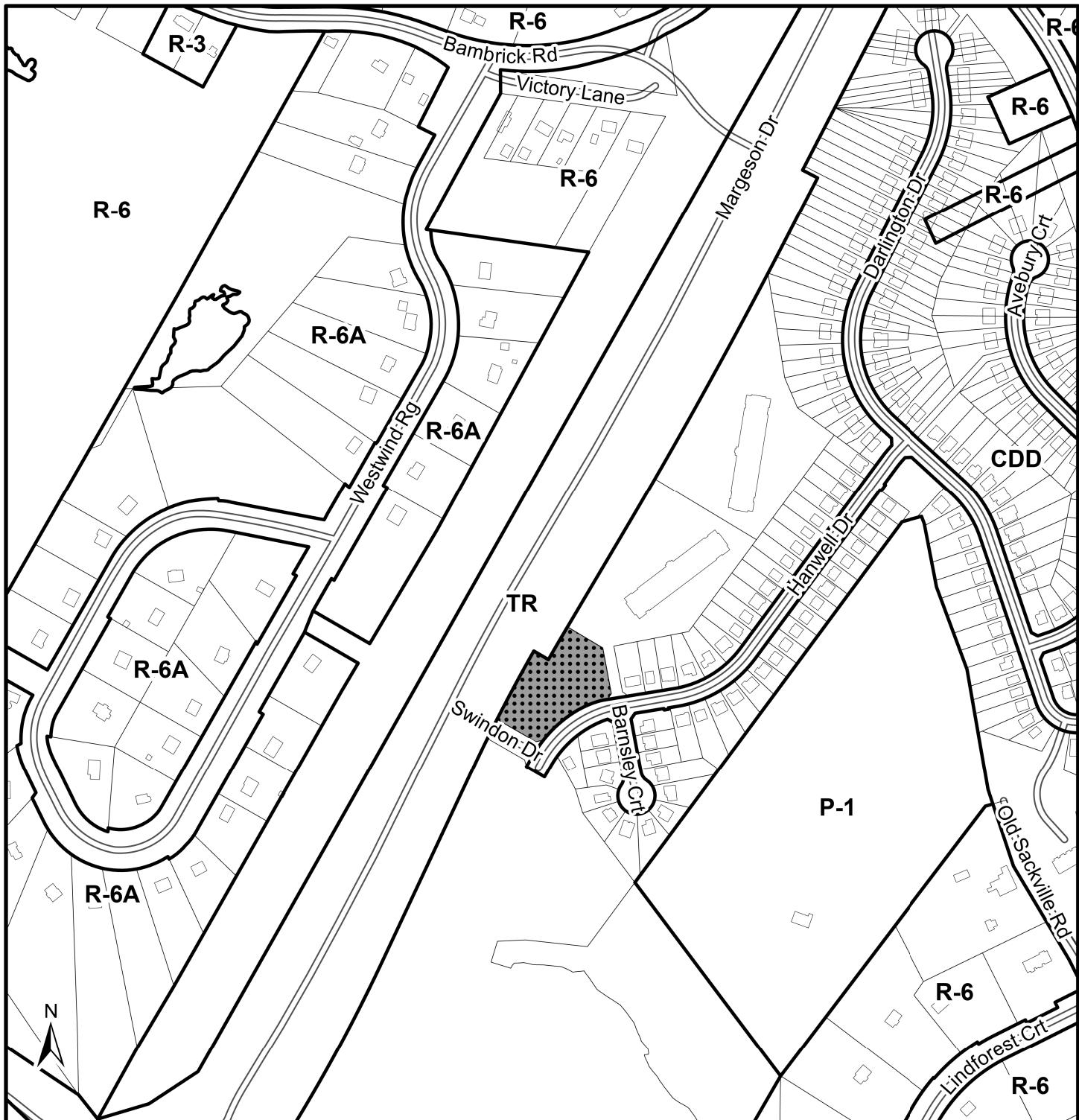
Subject Property

RR      Rural Residential  
UR      Urban Residential

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

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

Sackville  
Plan Area



## Map 2 - Zoning

131 Hanwell Drive  
Middle Sackville

 Subject Property

 Area of Notification

Sackville  
Land Use By-Law Area

### Zone

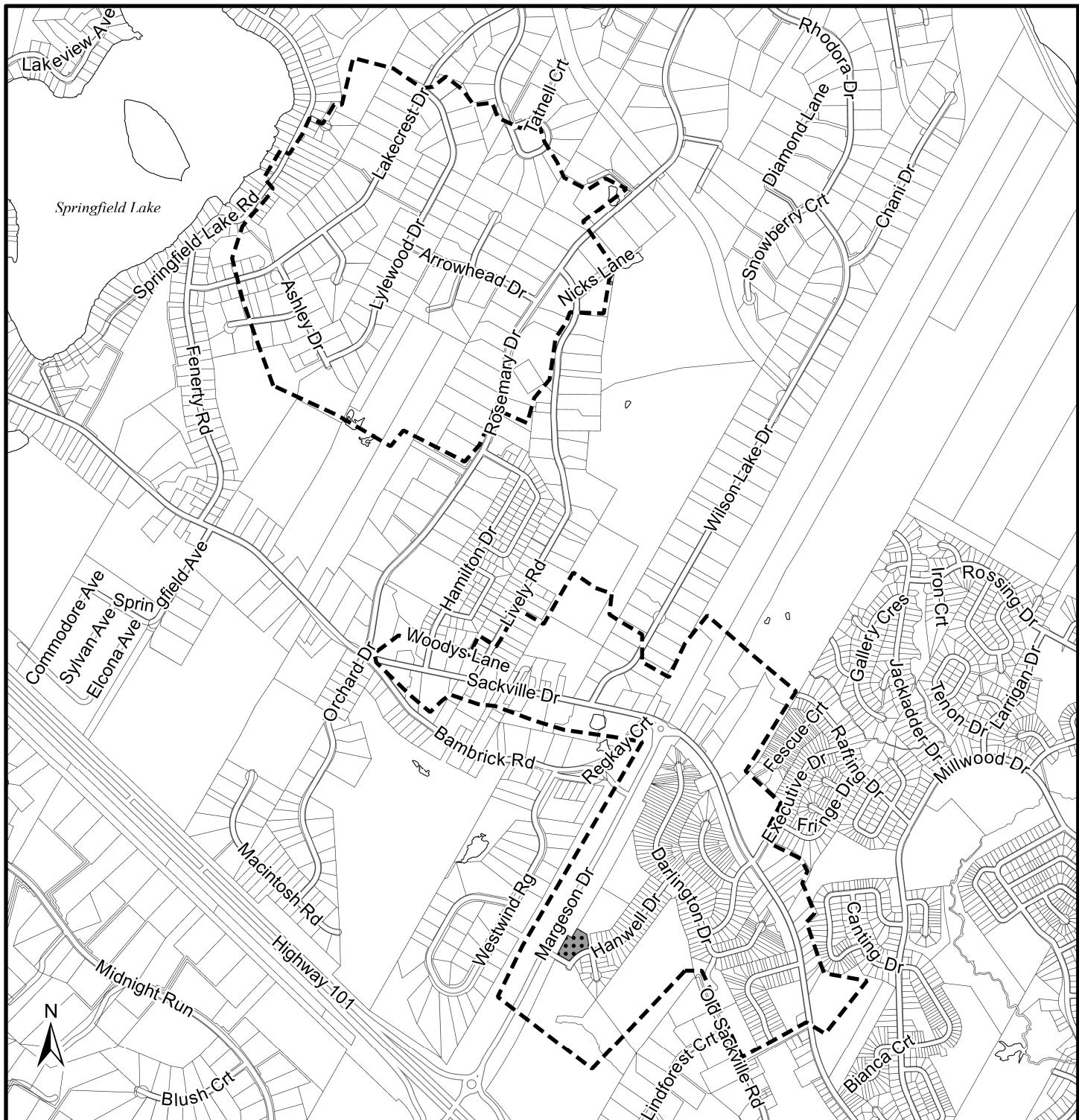
CDD	Comprehensive Development District
P-1	Open Space
R-3	Mobile Dwelling
R-6	Rural Residential
R-6A	Rural Residential Single Unit Dwelling
TR	Transportation Reserve

**HALIFAX**

0 40 80 120 160 m

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.



### Map 3 - Notification Area

131 Hanwell Drive  
Middle Sackville

**HALIFAX**

 Subject Property

 Area of Notification

0 200 400 600 m

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

Attachment A: Proposed Amending Development Agreement

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

BETWEEN:

**ACA Holdings 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 the intersection of Swindon Drive and Hanwell Drive, Middle Sackville (PID# 41292822), and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** on July 10, 2008 North West Community Council approved an application to enter into a Development Agreement for the development and subdivision of lands known as Sunset Ridge subdivision between Highway 101 and Sackville Drive, Middle Sackville, said Development Agreement being registered at the Land Registry in Halifax as Document 91735762 (Case 01027) on September 29, 2008 (hereinafter called the "Original Agreement"), and which applies to the Lands;

**AND WHEREAS** on March 7, 2011 North West Community Council approved an application to amend the Original Agreement to permit side yard setbacks of 8 feet for semidetached dwellings, the said amending agreement was registered at the Land Registry in Halifax as Document Number 98168983 (Case 16722) on April 19, 2011 (hereinafter called the "First Amending Agreement"), and which applies to the Lands;

**AND WHEREAS** on June 20, 2022 North West Community Council approved further amendments to allow the commercial site to be developed with a multiple unit dwelling with ground floor commercial space, and said amending agreement was registered at the Land Registry in Halifax as Document Number 121152319 (Case 22820) on August 18, 2022 (hereinafter called the "Second Amending Agreement"), and which applies to the Lands;

**AND WHEREAS** the Original Agreement and the First Amending Agreement, and the Second Amending Agreement together comprise the Existing Development Agreement (hereinafter called "the Existing Agreement");

**AND WHEREAS** the Developer has requested that further amendments to the Existing Agreement to allow for an extension to the commencement and completion dates of the proposed mixed-use building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies SU-6 of the Regional Planning Strategy, and Policies RR-3 and

UR-10 of the Sackville Municipal Planning Strategy and Section 3.6(b) of the Sackville Land Use Bylaw;

**AND WHEREAS** the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as PLANAPP 2025-00792;

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

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1. Except where specifically varied by this third Amending Agreement, all other conditions and provisions of the Existing Agreement as amended shall remain in effect.
2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of the Existing Agreement and this Third Amending Agreement.
3. Section 8.3.3 of the Existing Agreement shall be amended by deleting text shown in strikeout, and inserting the text in bold as shown as follows:

8.3.3 In the event that the development of the multiple unit dwelling with ground floor commercial space has not commenced within ~~three (3)~~ **eight (8)** years of the date of registration of ~~this the~~ Second Amending Agreement at the Registry of Deeds, as indicated herein this Agreement shall have no further force or effect and henceforth the development of the Lands shall comply with the provisions of the Land-Use By-law. For the purposes of this section, commencement shall mean the installation of the footings and foundation of the building.
4. Section 8.3.4 of the Existing Agreement shall be amended by deleting text shown in strikeout, and inserting the text in bold as shown as follows:

8.3.4 In the event that the development of the multiple unit dwelling with ground floor commercial space has not been completed within ~~five (5)~~ **thirteen (13)** years of the date of registration of ~~this the~~ Second Amending Agreement at the Land Registry Office the Lands shall conform with the provisions of the Land-Use By-law. For the purposes of this section, completion shall mean the issuance of an occupancy permit.
5. Amend section 6.2 (c) of the existing development agreement by adding the text shown in bold as follows:

6.2 (c) The Granting of an extension to the date of commencement of construction as identified in Sections 8.3.1 **and 8.3.3** of this Agreement.
6. Amend section 6.2 (d) of the existing development agreement by adding the text shown in bold as follows:

6.2 (d) The length of time for the completion of the development as identified in Sections 8.3.2 **and 8.3.4** of 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/Title: \_\_\_\_\_

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:

Witness

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

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

Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

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

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, personally came and appeared \_\_\_\_\_, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_  
\_\_\_\_\_ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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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, personally came and appeared \_\_\_\_\_, the subscribing witness to the foregoing indenture who having been by me duly 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.

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A Commissioner of the Supreme Court  
of Nova Scotia

Attachment B – Review of Relevant MPS Policies

<h2 style="text-align: center;">Sackville Municipal Planning Strategy</h2> <h3 style="text-align: center;">Rural Residential Designation</h3>	
Policy	Staff Comments
<p><b>RR-3</b> Notwithstanding Policy RR-2, any portion of the Rural Residential Designation, in which municipal central services are available, it shall be the intention of Council to consider permitting two unit dwellings, townhouse dwellings, multiple unit dwellings, and comprehensive residential developments according to Policies UR-4, UR-5 or UR-6, UR-7 or UR-8, and UR-9, UR-10 and UR-11 respectively. It shall further be the intention of Council to consider mobile homes on individual lots and local commercial developments within the Rural Residential Designation according to Policies UR-26 and UR-18, respectively. (RC-April 26/16; E-June 25/16</p>	<p>This application is to amend an existing approved development agreement that was considered under Policies UR-10 and IM-13 of the Sackville Municipal Planning Strategy. The amendment seeks to change the commencement and completion dates in the existing, approved development agreement. The existing development agreement permits a mixed-use multi-unit dwelling to be constructed on site. There are no changes proposed to the use or siting of the building and can still be considered under these policies.</p>
<p><b>UR-10</b> With reference to Policy UR-9, and as provided for by the Planning Act, the development of any comprehensive development district shall only be considered by Council through a development agreement or agreements which shall specify the following:</p>	
<p>(a) the types of land uses to be included in the development;</p>	<p>The proposed amendments to the agreement involve extending timelines for the commencement and completion of construction for the 4-storey mixed-use building previously approved. This building poses minimal compatibility concerns or land use impacts with adjacent residential development.</p>
<p>(b) the general phasing of the development relative to the distribution of specific housing types or other uses;</p>	<p>This site is identified as Phase 4 of 7 phases in the existing DA. The site remains vacant, but roads and services are entirely in place. This is the last site to be developed.</p>
<p>(c) the distribution and function of proposed public lands and community facilities;</p>	<p>New public parkland was approved under the original agreement and two parkland sites have been deeded to HRM, one at the intersection of Hanwell and Darlington Drive and one treed parcel which was added to an existing park parcel off Lindforest Court.</p>
<p>(d) any specific land use elements which characterize the development;</p>	<p>The location proposed in the approved development agreement for the mixed-use building will not change. There are large setbacks from the Hanwell Drive right-of-way (at least 33 feet at the intersection with Swindon Drive, and increasing from there), with a similar setback of at least 30 feet from the side property line to the northeast. In addition, new trees are to be planted in the setback</p>

	<p>areas to provide visual screening between the property lines and the building and parking area.</p> <p>The building height is still proposed to be approximately one storey higher than the 35 foot height limit for a commercial building or other residential buildings in the subdivision. Therefore, the change to an apartment building with commercial space will have minimal land use impacts when compared to the commercial uses permitted by the existing agreement, which include restaurants, retail stores and offices. The MPS policies support either commercial or residential development, or a combination of both, in this case.</p>
<p><i>(e) matters relating to the provision of central sewer and water services to the development;</i></p>	<p>Halifax Water's municipal central services exist within the road rights-of-way. The developer is responsible for all costs related to servicing the site.</p> <p>The proposal was reviewed by Halifax Water at the time of the second amendment and no concerns were raised. Detailed servicing requirements will be reviewed and confirmed at the permitting stage.</p>
<p><i>(f) provisions for the proper handling of stormwater and general drainage within and from the development;</i></p>	<p>Stormwater and drainage will be in accordance with Municipal Design Guidelines.</p>
<p><i>(g) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-13; and</i></p>	<p>None are identified – Refer to IM-13 below.</p>
<p><i>(h) furthermore, the elements of (a) through (g) and other matters related to the provision of central services and the proper handling of storm water and general drainage shall additionally be considered by Council according to the development agreement provisions of the Planning Act.</i></p>	<p>This application involves amendments to the existing development agreement in relation to the commencement and completion dates of the mixed-use building. The remaining elements and matters listed above are dealt with in both the agreement and through existing municipal guidelines and regulations.</p>
<p><b>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</b></p>	
<p><i>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;</i></p>	<p>The proposed time extension is within the requirements of the planning strategy and further controls provided in the approved development agreement to ensure the development meets the intent of applicable policies and other standards.</p>
<p><i>(b) that the proposal is not premature or inappropriate by reason of:</i></p>	

<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	No municipal costs are anticipated. The developer will be responsible for costs related to the proposed development.
<i>(ii) the adequacy of sewer and water services;</i>	As noted above, Halifax Water systems currently exist in the road rights-of-way. The developer is responsible for all costs related to servicing. All water, wastewater, and stormwater design will reference the latest version of the Halifax Water's Design and Construction Specifications and detailed servicing plans and analyses will be provided with the building permit application.
<i>(iii) the adequacy or proximity of school, recreation and other community facilities;</i>	There are community facilities in proximity to the site.
<i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i>	A Traffic Impact Statement (TIS) from October 2020 was submitted at the time of the second amending development agreement application, which was an update of an earlier TIS (January 2020) which proposed two driveways off Swindon Drive. The updated TIS (Oct. 2020) proposed one driveway off Hanwell Drive. The TIS was reviewed by HRM Traffic and Development Engineering and found to be acceptable. See clause (c) (iii) below.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	No concerns at this time.
<b><i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></b>	
<i>(i) type of use;</i>	The proposed apartment development was approved with generous setbacks from the side property lines in common with low-density residential development and visual screening in these areas to ensure that the development is compatible with the surrounding uses. Refer to policy UR-10 a) and d) above.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	There are existing clauses and schedules in the agreement limit the height of the apartment buildings to 4 storeys and limit the footprint (lot coverage) and bulk (Schedules C1, C2 and C3). Refer also to policies UR-10 a) & d) above.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	As previously stated, the updated TIS (qualitative assessment - Oct.2020) was reviewed by HRM Traffic and Development Engineering, was found to be acceptable and meets HRM's standard requirements.  Additionally, no significant impacts on trip

	generation will be created and adequate parking has been provided for.
(iv) <i>open storage;</i>	The screening of refuse containers, propane tanks and electrical transformers and the allowance for a temporary construction building for storage of materials has been provided for in the existing development agreement.
(v) <i>signs; and</i>	Signs for the commercial uses are permitted and will comply with the Land Use By-law.
(vi) <i>any other relevant matter of planning concern.</i>	There are no concerns at this time.
<b>(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;</b>	The site has a relatively minor slope and there are no watercourses or wetlands. Final construction and site development will require compliance with standards as outlined in the existing, approved development agreement, applicable standards of the LUB, the Building By-law and other applicable codes.
<b>(e) any other relevant matter of planning concern; and</b>	There are no concerns at this time.
<b>(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.</b>	Not applicable

#### Regional Plan

Policy	Staff Comment
<b>SU-6 - SU-6 HRM shall, through the Sackville Land Use By-law, establish a CDD (Comprehensive Development District) Zone over a portion of PID No. 41071069 and the whole of PID No's. 40281479, 40875346, 41093733, 40695504, 41089012 and 41089004 located in Middle Sackville. HRM shall consider the extension of municipal wastewater and water distribution services to these properties to allow for a residential subdivision by development agreement subject to the following criteria:</b>	
<b>(a) the types of land uses to be included in the development and that, where the development provides for a mix of housing types, it does not detract from the general residential character of the community;</b>	The existing development is a comprehensive residential development which includes a mix of single-unit and semi-detached dwellings, townhouses and multi-unit dwellings. Refer to Policy UR-10 (a) and (d) for further rationale.
<b>(b) that adequate and useable lands for community facilities are provided;</b>	While there are community facilities in proximity to the site, new public parkland was approved under the existing agreement and two parkland sites have been deeded to HRM, one at the intersection

	of Hanwell and Darlington Drive and one treed parcel which was added to an existing park parcel off Lindforest Court.
<i>(c) any specific land use elements which characterize the development;</i>	Refer to UR-10 (d) above.
<i>(d) the general phasing of the development relative to the distribution of specific housing types or other uses;</i>	Refer to Policy UR-10 (b) above.
<i>(e) that the development is capable of utilizing existing municipal trunk sewer and water services without exceeding capacity of these systems;</i>	Refer to Policy UR-10 (e) above.
<i>(f) for any lands outside the Urban Settlement Designation, as shown on Map 2 of this Plan, or outside the Urban Service Area of the Regional Subdivision By-law, the requirements of Policies S-1 and SU-4;</i>	<i>This site is now serviced with sewer and water.</i>
<i>(g) that, if required by Halifax Water, a sewage flow monitoring program is established for the development and that provisions are made for its phasing in relation to achieving sewage flow targets;</i>	The proposal was reviewed by Halifax Water at the time of the second amending agreement was applied for and no concerns were raised. Detailed servicing requirements will be reviewed and confirmed at the permitting stage.
<i>(h) that the sewage flow monitoring program proposed by the developer for implementation under clause (g) addresses, in a form acceptable to Halifax Water, target sewage flows to be achieved in relation to development phasing and the method, duration, frequency and location of monitoring needed to verify that target sewage flows have been achieved;</i>	No flow monitoring was recommended at the time of the second amending agreement application.
<i>(i) provisions for the proper handling of stormwater and general drainage within and from the development; and</i>	Refer to Policy UR-10 (f) above.
<i>(j) any applicable matter as set out in Policy G-15 (RC-Oct 11/22; E-Nov 16/22) of this Plan</i>	Refer to Policy G-15 Below.
<b>G-15</b> In considering development agreement applications pursuant to the provisions of this Plan, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:	
<i>(a) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of HRM to absorb any costs relating to the development;</i>	
Refer to Policy IM-13 (b)(i) above.	

<i>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i>	Refer to Policy UR-10 (e) above.
<i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i>	Refer to Policy IM-13 (b)(iii) above.
<i>(iv) the adequacy of road networks leading to or within the development; and</i>	Refer to Policy IM-13 (b)(iv) above.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites;</i>	There are no concerns at this time.
<b><i>(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></b>	
<i>(i) type of use;</i>	Refer to IM-13(c)(i) above.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	Refer to IM-13(c)(ii) above.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	Refer to IM-13(c)(iii) above.
<i>(iv) open storage; and</i>	Refer to IM-13(c)(iv) above.
<i>(v) signs;</i>	Refer to IM-13(c)(v) above.
<b><i>(c) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and</i></b>	Refer to IM-13(d) above.
<b><i>(d) if applicable, the requirements of policies E-10, T-3, T-9, EC-14, CH-14 and CH-16.</i></b>	See Policy T-3 Below.
<b><i>T-3 When preparing secondary planning strategies or negotiating development agreements, HRM shall consider:</i></b>	
<b><i>(a) protecting greenways from development that would disrupt the continuity of planned greenways;</i></b>	There are no planned greenways to consider abutting this site. No concerns at this time.
<b><i>(b) requiring planned greenways to be built by developers to HRM standards when the land abutting them is developed; and</i></b>	Not applicable.

<p><i>(c) requiring new development be connected to, and provide access to, existing and planned greenways.</i></p>	<p>Sidewalks connecting Hanwell and Swindon Drive to the greater network of sidewalks have been built out and further connections to greenspaces and greenways are present throughout the development.</p>
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