



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

Item No. 10.1.2
North West Community Council
January 11, 2021

TO: Chair and Members of North West Community Council

- Original Signed -

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: September 30, 2020

SUBJECT: **Case 21863: Development Agreement at Wilson Lake Drive and Sackville Drive, Middle Sackville**

ORIGIN

Application by property owner Walid Jreige.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to permit a 7-unit townhouse-style multiple-unit dwelling at the intersection of Sackville Drive and Wilson Lake Drive, Middle Sackville (PID # 40574907) and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the agreement be signed by the property owner within 240 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

Property owner Walid Jreige is applying to enter into a development agreement to permit a 7-unit townhouse-style multiple-unit dwelling at the intersection of Sackville Drive and Wilson Lake Drive, Middle Sackville (PID # 40574907).

Subject Site	Intersection of Sackville Drive & Wilson Lake Drive, Middle Sackville (PID # 40574907)
Location	Middle Sackville, west of Margeson Drive roundabout
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Urban Residential (UR)
Zoning (Map 2)	Rural Residential (R-6) Zone
Size of Site	6,099 square metres (65,647 square feet)
Street Frontage	136 m (445 ft): Wilson Lake Dr. / 60.6m (199 ft): Sackville Dr.
Current Land Use(s)	Vacant, with tree cover
Surrounding Use(s)	North: low-density residential uses; East: NS Power easement, low-density residential uses; and South/West: commercial uses including gas station, retail, restaurants, garden centre, pharmacy, veterinary centre.

Proposal Details

The applicant proposes to construct a 7-unit townhouse-style multiple-unit dwelling on the property (Schedule B of Attachment A). The major aspects of the proposal are as follows:

- A townhouse-style building with seven units, divided by vertical common walls between the units, located on a single lot;
- Two driveways off Wilson Lake Drive, with parking spaces located in front of the building;
- Landscaped areas, open amenity space for residents and tree retention requirements for the rear and side yards; and
- Allowance for business uses in conjunction with each of the townhouse units, and accessory uses and buildings.

Originally, the proposal requested a rezoning from the R-6 (Rural Residential) Zone to the R-5 (Townhouse Dwelling) Zone to allow for 10 townhouses (within 2 buildings, each with 5 units) with 10 separate driveways. As a result of feedback from staff and the public following the public information meeting, the proposal was changed to a development agreement process to allow for 7 townhouse-style units on the property in the form of a multiple-unit dwelling.

Enabling Policy and LUB Context

The subject property is designated Urban Residential under the Sackville Municipal Planning Strategy (MPS) and is zoned R-6 (Rural Residential) under the Sackville Land Use By-law (LUB). The R-6 Zone permits single unit dwellings and, in conjunction with dwellings, day care facilities, bed and breakfasts, business uses, and pet care facilities. Resource and community uses are also permitted under the R-6 Zone.

The proposal is being considered pursuant to Policy UR-8 which allows for multiple-unit dwellings in excess of six dwelling units through the development agreement process (Attachment B).

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website (89 unique webpage views), signage posted on the

subject site, 27 letters mailed to property owners within the notification area and a public information meeting held on May 16, 2019. Approximately twelve people attended the Public Information Meeting and Attachment C contains a summary of comments from the meeting. The public comments received on the original 10-unit townhouse proposal primarily include the following topics:

- Concerns regarding traffic volume, queuing and safety on Wilson Lake Drive and Sackville Drive;
- Concerns regarding proximity and number of driveways (10) proposed near the Wilson Lake Rd./ Sackville Drive intersection;
- Concerns regarding the units potentially being rental units versus owner-occupied; and
- Environmental concerns regarding stormwater drainage and impact on wetlands.

As a result of comments received from members of the public and staff, the revised proposal for a 7-unit townhouse-style development via the development agreement process (noted above) was presented to the North West PAC (refer to section below).

A public hearing must be held by North West Community Council before Council 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 published newspaper advertisements, property owners within the notification area shown on Map 3 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and property owners.

North West Planning Advisory Committee

On May 27, 2020, the North West Planning Advisory Committee (PAC) recommended that the application proceed, with consideration given to making the first driveway off Wilson Lake Drive an entrance only with the second driveway being an exit only.

Staff reviewed the driveway proposal. It is possible to include requirements in the agreement for separate (enter/ exit only) driveways which would be required to meet the Streets By-law (S-300). However, staff advise that the current proposal for a total of 7 units being served by two driveways meeting the requirements of By-law S-300 is appropriate. Accordingly, there is no reason to place additional restrictions on the development. A report from the PAC to Community Council will be provided under separate cover.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the Sackville MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Proposed Development Agreement

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Permitted land uses are limited to a 7-unit townhouse-style dwelling, business uses within the dwelling and accessory uses and structures;
- Requirements for lot coverage, building height, prohibited exterior materials and building setbacks which are consistent with other residential dwellings;
- Requirements for landscaped areas, amenity areas for residents and tree retention areas;
- Site access and parking requirements;
- Requirements for stormwater management plan and erosion/ sedimentation control plan; and
- Non-substantive amendments permitted within the agreement including:
 - Extension to the dates of commencement and completion of development; and
 - Changes to the land use requirements and site plan.

The proposed development agreement (Attachment A) will permit the proposed residential building, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria (Attachment B), the following have been identified for detailed discussion.

Compatibility

The property is adjacent to low-density residential development on Wilson Lake Drive. The site also has street frontage on Sackville Drive and is across from several commercial uses to the southwest which are zoned C-2A (Minor Commercial).

The proposed requirements in the agreement regarding building use, height, lot coverage and prohibited exterior materials are compatible with the surrounding area and are in keeping with that of similar low-density development adjacent to the site. The agreement requires that the main building include front or flankage yard setbacks of 30 feet and rear or side yard setbacks of 20 feet. The height of the building is limited to 35 feet and two storeys above the average grade, which would allow for either a one-storey or two-storey building depending on market conditions. Additionally, the proposed agreement requires site landscaping, amenity areas for residents and tree retention areas within 20 feet of the side and rear property lines and the street line bordering Sackville Drive.

Traffic and Driveways

The original proposal was for 10 townhouses with 10 separate driveways. As a result of feedback from staff and the public, the proposal was changed to 7 townhouse-style units with two driveways. A traffic impact statement was not requested by staff due to the low number of dwelling units proposed and the ability to regulate driveways at the permitting stage via the Streets By-law (S-300).

Timeframe for DA Execution

The COVID-19 pandemic has resulted in difficulties in having legal agreements signed by multiple parties in short periods of time. To recognize this difficulty these unusual circumstances presents, staff are recommending extending the signing period for agreements following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.

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 Sackville MPS. The proposed development agreement contains mechanisms that provide site design controls which address any visual effects on adjacent residential uses and address any technical or environmental concerns. Therefore, staff recommend that the North West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2020-2021 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and

Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

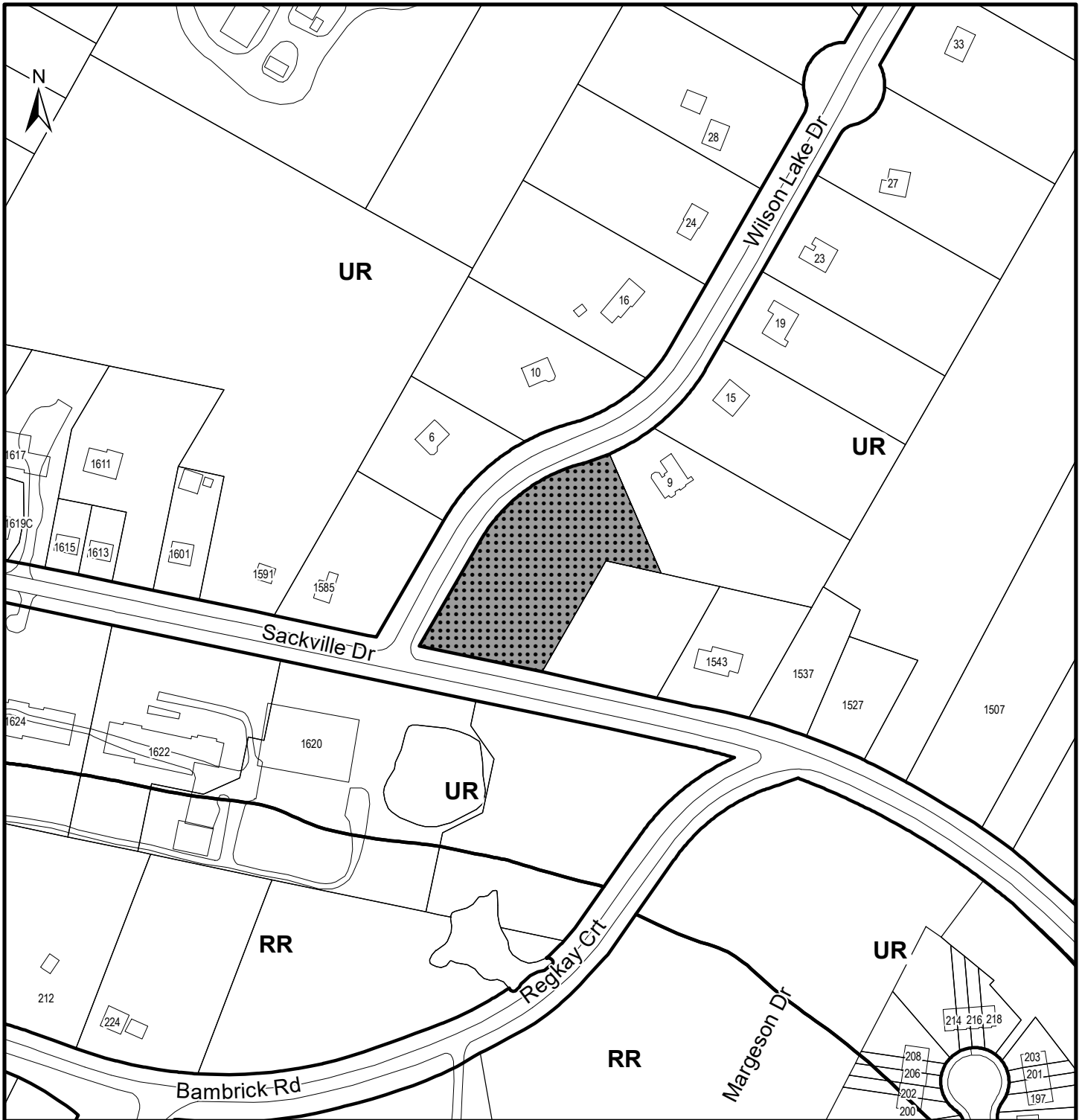
1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & 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
Map 3:	Area of Notification
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant Sackville MPS Policies
Attachment C:	Summary of Public Information Meeting - May 16, 2019

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.


Report Prepared by: Paul Sampson, Planner II, 902.490.6259



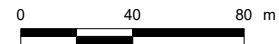
Map 1 - Generalized Future Land Use

Sackville Drive and Wilson Lake Drive,
Sackville (PID 40574907)



 Subject Property

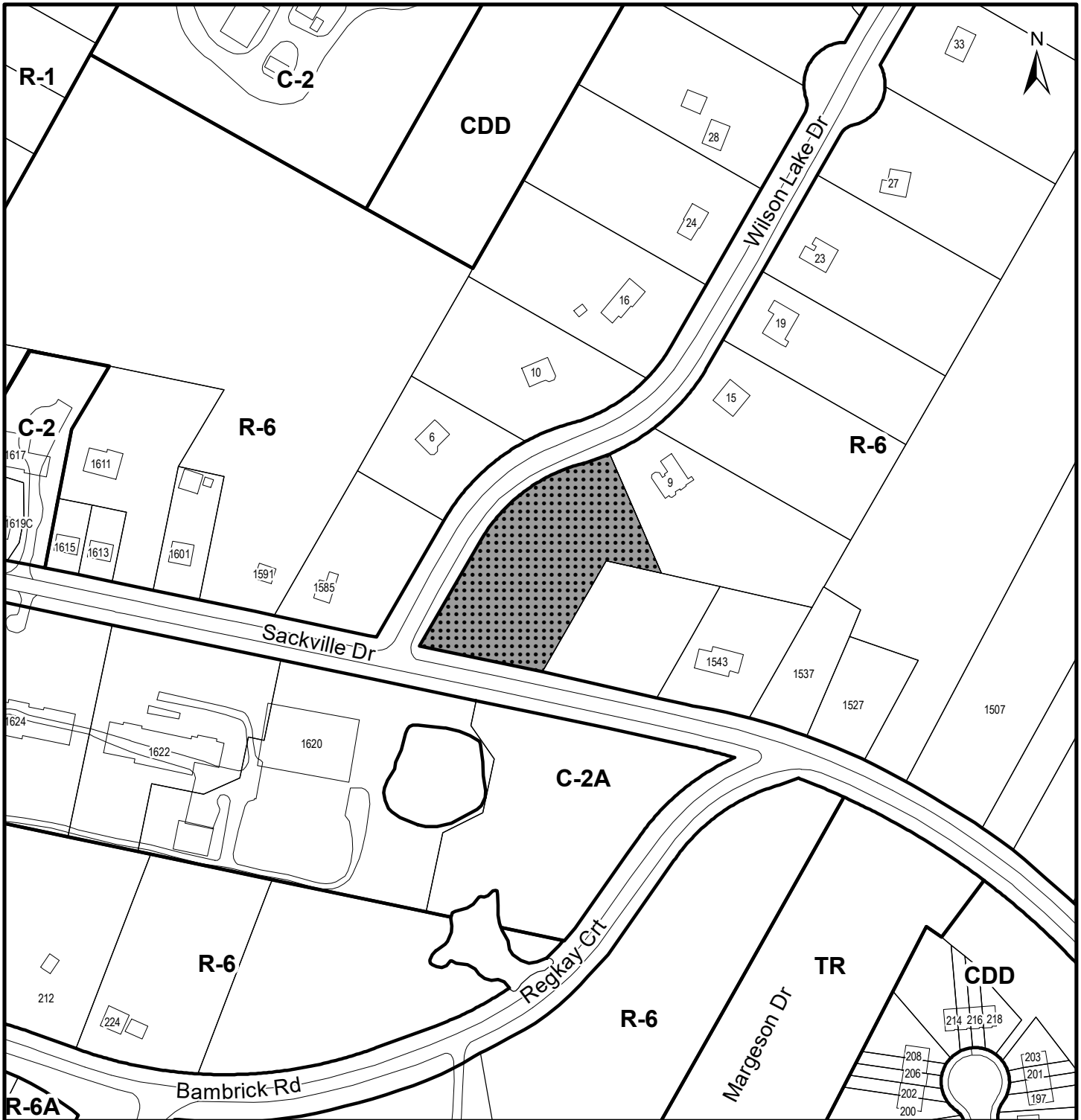
Designation
 RR Rural Residential
 UR Urban Residential



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

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


Sackville
Plan Area



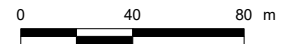
Map 2 - Zoning

Sackville Drive and Wilson Lake Drive,
Sackville (PID 40574907)



 Subject Property

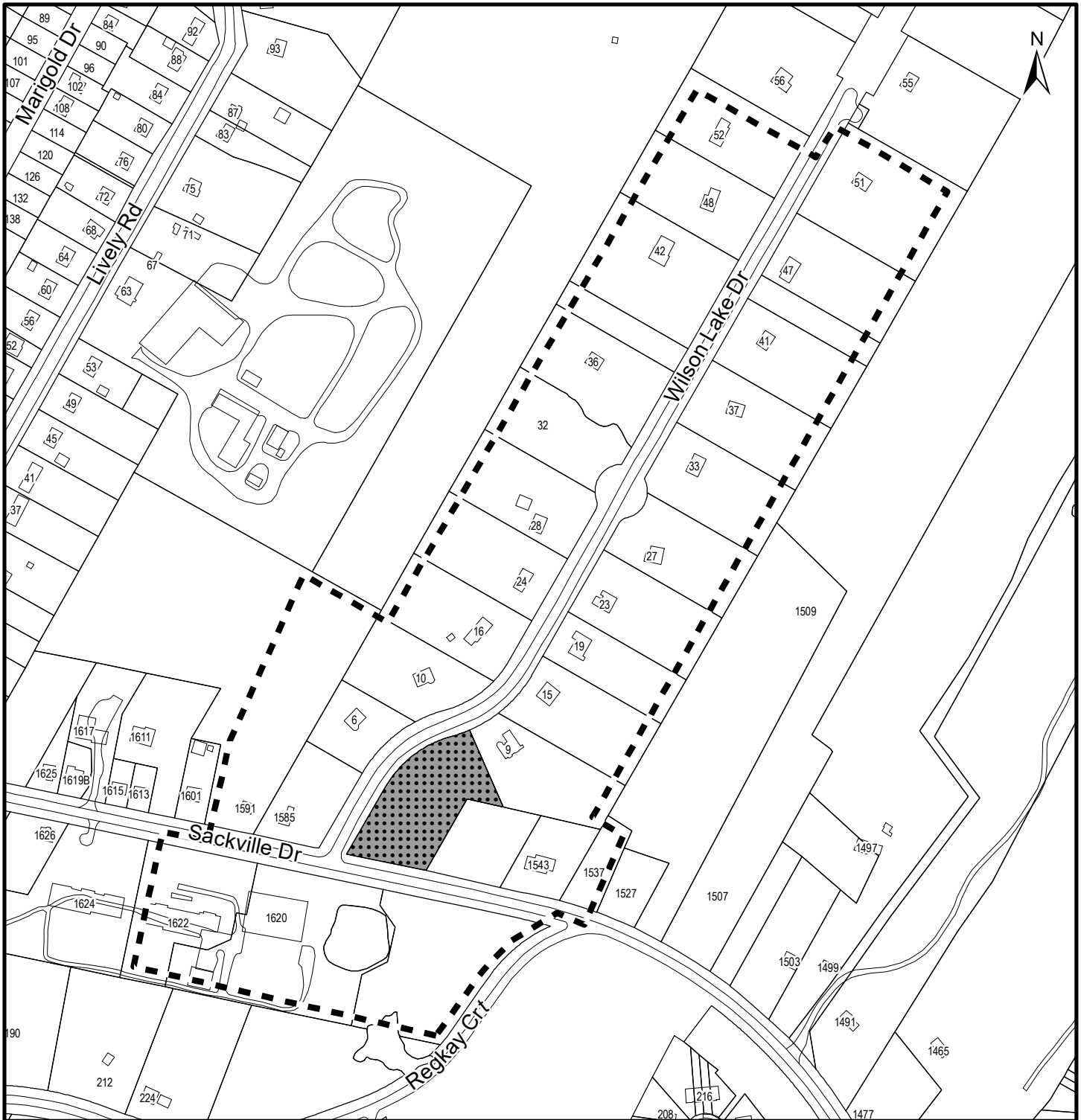
Zone	
C-2	Community Commercial
C-2A	Minor Commercial
CDD	Comprehensive Development District
R-1	Single Unit Dwelling
R-6	Rural Residential
R-6A	Rural Residential Single Unit Dwelling
TR	Transportation Reserve



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.

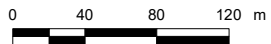
Sackville
Land Use By-law Area



Map 3 - Area of Notification
 Sackville Drive and Wilson Lake Drive,
 Sackville (PID 40574907)



-  Subject Property
-  Area of Notification



Sackville
 Land Use By-law Area

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

Attachment A: Proposed Development Agreement

THIS AGREEMENT made this ___ day of _____, 20___,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at the intersection of Sackville Drive and Wilson Lake Drive, Middle Sackville (PID # 40574907) 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 permit the construction of a 7-unit townhouse-style multiple-unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy UR-8 of the Sackville Municipal Planning Strategy and Section 3.6 vii) of the Sackville Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Case Number 21863;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

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, 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

- 16.1 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) **Townhouse-style multiple-unit dwelling** means a multiple unit dwelling 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, nor independent entrances to a front and rear yard.

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 Case Number 21863:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan

3.2 Requirements Prior to Approval

- 3.2.1 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 the following:

- (a) A townhouse-style multiple unit dwelling containing a maximum of seven dwelling units;
- (b) One business use in conjunction with each dwelling unit, pursuant to the R-6 zone of the Land Use By-law; and
- (c) Accessory uses and buildings, pursuant to the Land Use By-law, as amended from time to time.

3.4 Detailed Provisions for Land Use

- 3.4.1 The development of the Lands shall generally conform with Schedule B and shall comply with the following:

- (a) The minimum front or flankage yards for the main building shall be 30 feet (9.15 m);
- (b) The minimum rear and side yards for the main building shall be 20 feet (6.1 m);
- (c) The maximum lot coverage shall be 30 percent; and
- (d) The maximum height of the main building shall be 35 feet (10.6 m) and a maximum of two storeys above the average grade of the finished ground adjoining the building.

3.4.2 Accessory uses, buildings and structures shall comply with the Land Use By-law.

3.4.3 Vehicular parking: A minimum of one parking space shall be provided for each dwelling unit, in addition to one mobility disabled (barrier free) space for the main building. Other than the number of spaces, parking shall comply with the Land Use By-law.

3.4.4 Bicycle parking: Facilities for bicycles shall be provided for the townhouse-style multiple-unit dwelling pursuant to the requirements of the Land Use By-law.

3.5 Architectural Requirements

3.5.1 The following external cladding materials shall be prohibited: plywood, exterior insulation and finish systems (where stucco is applied to rigid insulation), metal siding using exposed fasteners, and darkly tinted or mirrored glass.

3.6 Landscaping

3.6.1 Site landscaping shall generally conform with Schedule B.

3.6.2 Outdoor landscaped open space (amenity areas) shall be provided for tenants at both ends of the main building adjacent to Units Number 1 and 7, as generally shown on Schedule B. The planted area shown between the two driveways and adjacent to Wilson Lake Drive may include a combination of existing trees and other vegetation, new plantings and open amenity space.

3.6.3 Existing trees with a minimum trunk diameter of 3 inches (measured at 4.5 feet above ground) shall be retained within 20 feet of the side and rear property lines and the Sackville Drive (Highway No. 1) right-of-way, as generally shown on Schedule B. Any trees to be preserved that are damaged or improperly removed should be replaced, two new trees for each damaged tree, with trees of a similar type and with minimum sizes of 2.4-inch diameter. The Development Officer may permit the removal of dead or dying trees.

3.7 Maintenance

3.7.1 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 buildings, 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.

3.8 Screening

3.8.1 Refuse containers located outside the main building shall be permitted adjacent to the asphalt drive and shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.9 Temporary Construction Building

3.9.1 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.

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.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan

5.1.1 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) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

6.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:

- (a) Changes to the land use provisions of Section 3.4 and changes to 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 length of time for the completion of the development as identified in Section 7.4.1 of this

Agreement.

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1.1 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 Council.
- 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 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 for Halifax Peninsula.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Building Permit for the construction of the main building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer prior to the expiry of the commencement of development time period.

7.4 Completion of Development and Discharge

- 7.4.1 If the Developer fails to complete the development after **five (5)** years from the date of registration of this Agreement at the Land Registration Office Council 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) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

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: _____

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

Witness

Per: _____

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Phoebe Rai, Acting Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

TOWNHOUSE MULTI UNIT

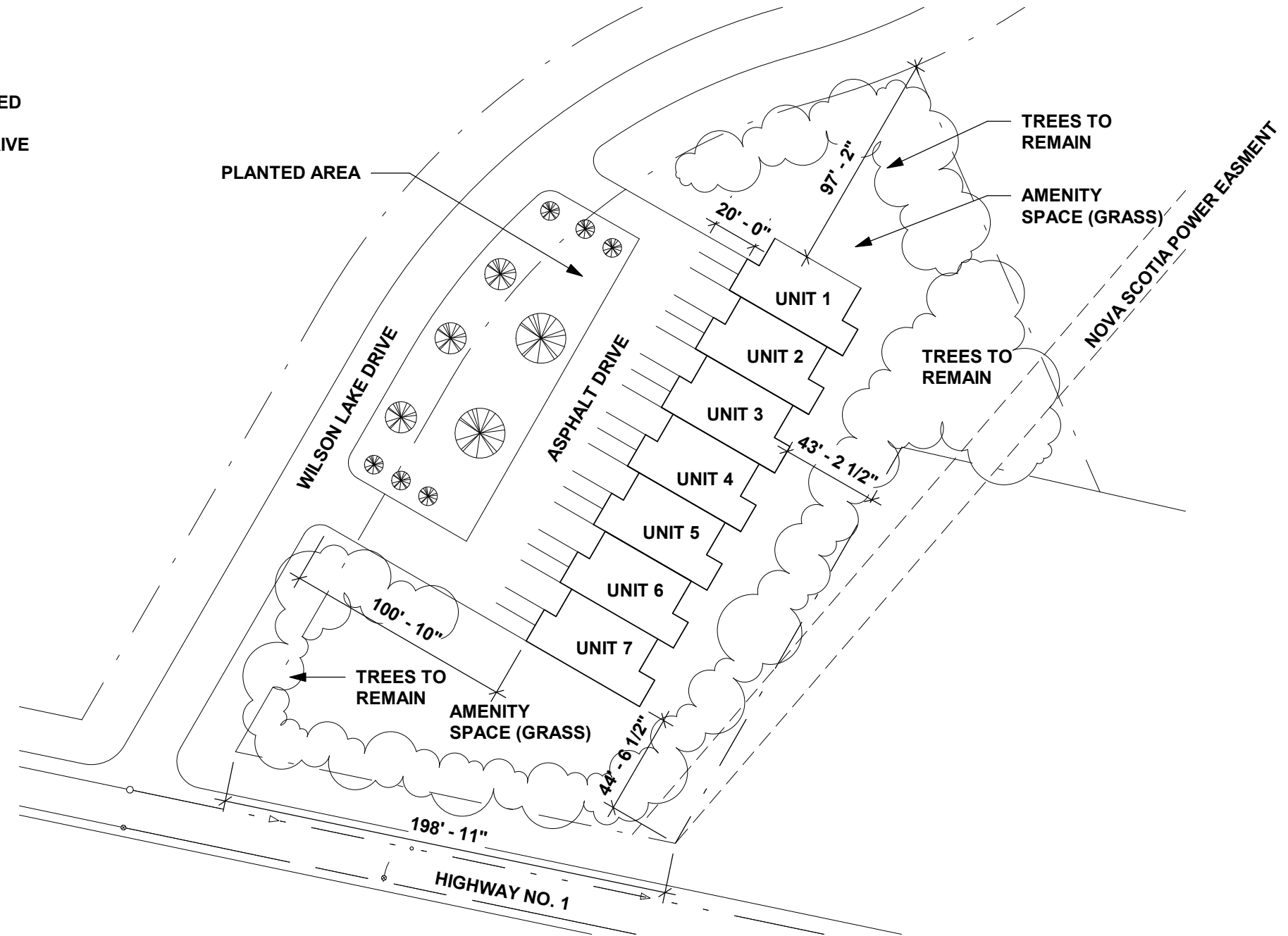
7 UNITS
 LOT SIZE EXCEEDS 10,500 SQ.FT. (65,648 SQ.FT.)
 FRONTAGE EXCEEDS 30FT
 REAR SETBACK - 42FT
 SIDE SETBACKS - 42' AND 44'
 COVERAGE - 16% BUILDING TO LOT COVERAGE
 HEIGHT UNDER 35'-0"
 LARGE AMENITY SPACE PROVIDED
 WATER / SANITARY TO CONNECT TO HWY 1

2 PARKING SPACES PER UNIT EXCEED 1.5 PER UNIT REQUIRED

EACH UNIT HAS AN ACCESS POINT OFF OF WILSON LAKE DRIVE

UNITS SHOWN ARE 900 SQ.FT EACH

**ISSUED FOR APPLICATION ONLY
 NOT FOR CONSTRUCTION**



Schedule B - Site Plan (Case 21863)

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General Notes

1. Contractor must verify all drawings with on-site conditions, reporting any discrepancy to Architect before proceeding with work.
2. Drawings are not to be used for construction until signed by the Architect.
3. Drawings are not to be scaled.
4. All work is to comply with the current edition of the NBC and all applicable Codes and Bylaws.

Proj. Title: RE-ZONING WILSON LAKE DRIVE	Drawn By: Author	Date: 03/02/20	Revised: 1
Location: WILSON LAKE DRIVE, SACKVILLE, NS	Scale: 1" = 60'-0"	Job No.: 1720	
Dwg. Title: PROPOSED SITE PLAN	Checked By:	Sht. No.: A-101	

Attachment B: Review of Relevant Sackville MPS Policies

Policy	Staff Comment
<p>Policy UR-8 Notwithstanding Policies UR-2 and UR-7, within the Urban Residential Designation, it shall be the intention of Council to consider multiple unit dwellings over six (6) dwelling units, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:</p>	
<p><i>(a) the adequacy of separation distances from low density residential developments;</i></p>	<p>The agreement requires that the main building include front or flankage yard setbacks of 30 feet and rear or side yard setbacks of 20 feet. Also, trees will be retained within 20 feet of the side and rear property lines and within 20 feet of the Sackville Drive right-of-way. Landscaping is proposed within the front yard setback. Since the building will be similar in height to other residential houses, there is no concern regarding compatibility.</p>
<p><i>(b) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>The property is adjacent to low-density residential development on Wilson Lake Drive. The site also has street frontage on Sackville Drive and is across from several commercial uses to the southwest which are zoned C-2A (Minor Commercial), including a gas station, retail stores, restaurants, garden centre, pharmacy, and veterinary centre. The proposed requirements in the agreement regarding building height, bulk, lot coverage, and prohibited exterior materials are compatible with the surrounding land uses and in keeping with that of similar low-density development.</p>
<p><i>(c) that site design features, including landscaping, amenity areas, parking areas and driveways, are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of residents of the development;</i></p>	<p>Landscaping and amenity areas are required as shown on Schedule B of the proposed development agreement, which includes a planted area, vegetation and tree retention along the perimeter of the site. Trees will be retained within 20 feet of the side and rear property lines and the Sackville Drive right-of-way. Amenity areas for residents will be located at both ends of the building adjacent to Units Number 1 and 7 and possibly in the planted area shown between the two driveways and adjacent to Wilson Lake Drive. The two</p>

	driveways and parking areas will be more than adequate to serve the seven units of the development and will meet the requirements of the Streets By-law (S-300).
<i>(d) preference for a site in close proximity to community facilities such as schools, recreation areas and transit routes;</i>	There are adequate community facilities in the general area. Transit services exist on Sackville Drive.
<i>(e) that municipal central services are available and capable of supporting the development;</i>	Municipal central services exist within the Sackville Drive right-of-way. The proposal has been reviewed by Halifax Water and no concerns have been raised. Detailed servicing requirements will be reviewed and confirmed at the permitting stage.
<i>(f) that appropriate controls are established to address environmental concerns, including stormwater controls, based on a report from the appropriate Municipal, Provincial, and/or Federal Government authority;</i>	The development agreement requires a stormwater management plan, erosion and sediment control plan, and a site disturbance plan to be submitted prior to commencement of any site work to ensure all municipal and provincial standards are met at permitting, including the adherence to the watercourse buffer requirements of the Regional Plan.
<i>(g) that the proposed development has direct access to a local street, minor collector or major collector as defined in Map 3 - Transportation;</i>	The site access (driveways) will be from Wilson Lake Drive, which intersects with Sackville Drive at the site's
<i>(h) that it is not being considered on lands which are presently zoned and developed for either single or two unit dwelling purposes nor where it is intended to replace a single or two unit dwelling which has been demolished, removed or destroyed by fire;</i>	N/A. The site is vacant and has not been previously developed.
<i>(i) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;</i>	The proposal includes 7 townhouse units with two driveways. A Traffic Impact Statement was not requested by staff due to the low number of dwelling units proposed. Driveways will be reviewed in more detail at the permitting stage and will meet the Streets By-law (S-300). Staff have no concerns related to driveway impacts.
<i>(j) general maintenance of the development; and</i>	The agreement contains a clause requiring the general maintenance and upkeep of all aspects of the development.
<i>(k) the provisions of Policy IM-13.</i>	See below

Policy	Staff Comment
<p>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:</p>	
<p>(a) <i>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><i>The proposed development is in conformance with the requirements of the planning strategy with further controls to be provided in the proposed development agreement to ensure the development meets the intent of applicable policies and other standards.</i></p>
<p>(b) <i>that the proposal is not premature or inappropriate by reason of:</i></p>	
<p>(i) <i>the financial capability of the Municipality is to absorb any costs relating to the development;</i></p>	<p><i>No Municipal costs are anticipated.</i></p>
<p>(ii) <i>the adequacy of sewer and water services and public utilities;</i></p>	<p>Halifax Water has reviewed the application and has not raised any issues. The proposed development agreement requires that all water, wastewater, and stormwater design shall reference the latest version of the Halifax Water's Design and Construction Specifications and detailed servicing plans shall be provided with the building permit application.</p>
<p>(iii) <i>the adequacy and proximity of schools, recreation and other public facilities;</i></p>	<p>There are adequate community facilities in proximity to the site.</p>
<p>(iv) <i>the adequacy of road networks leading or adjacent to, or within the development; and</i></p>	<p>The proposed low number of units will have no impact on the adequacy of the existing road network and traffic infrastructure.</p>
<p>(v) <i>the potential for damage to or for destruction of designated historic buildings and sites.</i></p>	<p>No historic buildings or sites have been identified.</p>
<p>(c) <i>that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p>	
<p>(i) <i>type of use;</i></p>	<p>The proposed agreement limits the number of units to seven and contains requirements to ensure that the development is compatible with the surrounding uses. Refer to policy UR-8 above.</p>

<i>(ii) height, bulk and lot coverage of any proposed building;</i>	Complies. Addressed in UR-8 (b) above.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	Complies. Addressed in UR-8 (c, g & i) above.
<i>(iv) open storage;</i>	N/A. However, the agreement contains clauses regarding the screening of refuse containers and temporary construction materials.
<i>(v) signs; and</i>	N/A
<i>(vi) any other relevant matter of planning concern.</i>	N/A
<i>(d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;</i>	The site is relatively flat and there is a small wet area in the easternmost corner of the site which will not be impacted. Final construction and site development will require compliance with standards as outlined in the proposed development agreement, applicable standards of the LUB, the Building By-law and other applicable codes to ensure the permitted uses are deemed safe and are not detrimental to the site or adjacent uses. An erosion and sedimentation plan, a site disturbance plan, and a detailed stormwater management plan are a requirement of the proposed development agreement.
<i>(e) any other relevant matter of planning concern; and</i>	N/A
<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

Attachment C: Summary of Public Information Meeting - May 16, 2019

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 21863

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

Thursday, May 16, 2019
7:00 p.m.

Sackville Heights Community Centre - Silver / Gold Room - 45 Connolly Road, Sackville, NS

STAFF IN

ATTENDANCE: Scott Low, Planner, Planner II, HRM Planning
Alden Thurston, Planning Technician, HRM Planning
Tara Couvrette, Planning Controller, HRM Planning

ALSO IN

ATTENDANCE: Councillor, Lisa Blackburn, District 14
Walid Jreige – Landowner and Applicant

PUBLIC IN

ATTENDANCE: Approximately: 12

The meeting commenced at approximately 7:05 p.m.

Call to order, purpose of meeting – Scott Low

Mr. Low introduced himself as the Planner and Facilitator for the application. They also introduced; Councillor Lisa Blackburn, Tara Couvrette – Planning Controller, Alden Thurston - Planning Technician, Walid Jreige – Applicant.

Case 21863: Application by Walid Jreige to rezone lands at the corner of Sackville Drive and Wilson Lake Drive, Middle Sackville from R-6 (Rural Residential) Zone to R-5 (Townhouse Dwelling) Zone.

Mr. Low explained; the purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

1a) Presentation of Proposal – Mr. Low

Mr. Low provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the applicants request. Mr. Low outlined the context of the subject lands and the relevant planning policies.

1b) Presentation by Walid Jreige, Landowner and Applicant

Mr. Jreige explained what they were looking to do on the site and why.

2. Questions and Comments

Councillor Blackburn – wanted to know if this was going to North West Planning Advisory Committee (NWPAC). **Scott Low** – Yes it will. **Councillor Blackburn** - NWPAC will look at this application and make their own recommendation to council as well. Wanted to know what the notification area was. **Mr. Low** explained how the notification area was determined.

Valerie LeBlanc, Wilson Lake Dr. – wanted to know why a traffic impact study (TIS) was not done. Would like the engineers/planners to come out to Wilson Lake Dr. to view the traffic and potential for accidents. **Mr. Low** explained the engineers determined there was no TIS required and that no engineers

went out to the site. They know the traffic levels in that area and know the impacts that 3-4 more homes would make and that is how the determination to not require a TIS was made. Mr. Low also explained the technical aspects as to why they didn't require a TIS. **Valerie LeBlanc** - Would like to know on what basis they made the determination if they didn't go to the site. They feel 10 driveways is ridiculous because issues already exist coming in and out onto Sackville Dr. from Wilson Lake Dr. Now all the sudden they are putting speed bumps in on Wilson Lake Dr. so obviously there is an issue. They are not against development, if you want to subdivide it and put a couple of homes there but trying to cram as much as you can to make as much as you can, at our expense, and the expense of our safety, and our children's safety, pets and families, I'm not for that. We drive Wilson Lake Dr. everyday and we all know it is unsafe. There is a blind crest, bend there which people have gone into the ditch, it is not safe. They are not against development, sensible development that is good for the community. They find it insulting that these are being considered and nobody has gone out and had a look at the place. No TIS has ben done but you don't understand what is there. When people moved here they bought into the large 1 acre lots, single family dwellings, we like our privacy, nature, which this is not. Stated they would be looking into Berry Hills Subdivision to see if there are any protective covenants in place. This is going to be a mess, this is going to be a problem and a safety concern. Requested that an engineer comes out and looks at what the traffic actually is and not at what is allowable. Concerns with rental, who will be there to make sure they take care of their property because litter is a problem. Just because it legally can be done doesn't mean it should be done. This is not a small issue to us. We pay taxes and would like you to consider everything when making your decision. **Mr. Low** stated covenants is a private law and we do not adjudicate them or speak to them. **Valerie LeBlanc** has concerns about upkeep with rental properties. **Walid Jreige** stated he is going to live there and be able to monitor the tenants. **Valerie LeBlanc** what if you can't rent the townhouses out? Then the rent goes down and they are no longer high-end rentals. **Walid Jreige** then I will lose them. You can't rent them below a certain number because then you will be losing money. **Mr. Low** explained HRM does not adjudicate this. All they must do is build to both bylaw and code.

Amanda Clohane, Wilson Lake Dr. – was stopping site distance determined yet? **Mr. Low** stated that is normally done at the permitting stage however this does meet the criteria. **Amanda Clohane** – each driveway has not been assisted for the turn radius etc.? **Mr. Low** – no. That is done at permitting. **Amanda Clohane** – the vehicles that are going to be parked in the driveways are going to be parked in the right-of-way and blocking the clear zone. **Mr. Low** explained there are garages and the cars will be parked in the garage.

Sandra MacDonald-Clohane, Wilson Lake Dr. – will it be a requirement for whom ever rents the townhouse that they must park within the garage? **Walid Jreige** stated they can't force them to. **Sandra MacDonald-Clohane** stated that is the issue because if they park on the right-of-way it blocks site. If your get around is the garage, then individuals must be forced to park in the garage, so they do not block the right-of-way. **Mr. Low** stated it is a violation of the bylaws to park in the right-of-way. **Sandra MacDonald-Clohane** stated it is on the citizens to make complaints to make sure people are ticketed then? They don't want to have to do this, but they can. They would like this to be done property so that there are no further safety concerns. Another concern is that everyone thought these were going to be luxury townhouses and now they are rental units. **Mr. Low** explained HRM is not permitted by the charter to differentiate between rental and freehold units. **Sandra MacDonald-Clohane** when looking at the application it says that a Traffic Survey was done. What were the results of that? **Mr, Low** stated there was a very light one done but it is not a full Traffic Impact Assessment because of the number of units proposed. **Sandra MacDonald-Clohane** will the mailbox remain where it is now or be moved? Where they are located is a problem now. **Mr. Low** explained that would be up to the Canada Post. **Sandra MacDonald-Clohane** stated there is wetland in their backyard which is directly adjacent to the proposed development. These wetlands would carryover into this development. They don't want their yard impacted from this development or end up with a problem. **Mr. Low** stated that is considered by the bylaw i.e.- lot grading bylaws. **Sandra MacDonald-Clohane** stated have safety concerns because their culvert was taken out several times and the last time it needed to be professionally be put back together. It is a blind corner that is already a problem. If this does get approved and it is sold instead of developed, then anything can be built. What is the height that the development be built to? **Mr. Low** explained the bylaws do not have control over quality and the height that can be built to is 35 ft.

Derrick Chittick, Wilson Lake Dr. – there have been a lot of accidents at the corner/turn on Wilson Lake Dr and the roundabout, are you aware of this? **Mr. Low** stated there was no accident check done on the roundabout. **Derrick Chittick** wanted to know how this would impact the value of their homes. **Mr. Low**

stated there isn't generally a drop in values. **Derrick Chittick** wanted to know why there has been no study done for traffic for this? They should be done while school is in, not out. **Mr. Low** stated it was not required because the number of cars going in and out of this development would not have any measurable impact. **Derrick Chittick** stated Margeson Dr. should have traffic lights controlling as well as the roundabout.

Public stated on most morning there is a backup of traffic on Wilson Lake Dr. because there is traffic going both ways up and down Sackville Dr and on the other side there is a driveway coming from Atlantic Gardens that is causing a problem for people trying to get out of Wilson Lake Dr. Unless you are there to see it you wouldn't understand. **Mr. Low** stated it sounds like there is an issue with queuing. We will have our development engineers look at that.

Chris Belanger, Honeysuckle Rd. – Agrees there is a queuing issue 5-7 cars deep every morning. The proposed housing does not match the character and style of the other houses in the area and would like that looked at. Would like a traffic impact study done because of the other application in consideration 21355, the queuing issue, the blind turn on Wilson Lake Dr., any good engineer would know you plan for the worst case not the best case. **Mr. Low** we will look at transit queuing and bus stop queuing (school buses) as well general queuing along both roads. **Chris Belanger** one safety consideration, queuing back 4-5 vehicles encroaching upon the safe use of these driveways. If we have a scenario where people are attempting to use their driveways, the queuing is happening up Wilson Lake Dr. trying to enter Sackville Dr, people are coming from Sackville Dr. turning right on Wilson Lake Dr., especially at rush hour there is a real capacity for backup there, and then you are impacting the flow on the Sackville corridor there. **Chris Belanger** stated in the winter, because of the tree coverage and lack of sun, there is an issue with ice/black ice in the winter and if those driveways are sloped down, runoff, this may cause an issue.

Walter Regan, Sackville Rivers Association – Has there been any study on acidic rock? What buffers will be all the way around the development? Are there any wetlands on the site? Have there been any wetland surveys done? What kind of landscaping will be done if any? Where is storm water and how will it be handled on site, over lands, drainage, ponds? The main sewer line is at capacity during rain events and this line dumps into that one which causes main sewer overflows into Little Sackville River. Is it possible to have sewage retention on site? If oil grit separators can be looked at for this site it would be helpful. Will there be trails or playgrounds built? Lights should be considered at these major intersections. Because this is built on a drumlin they are very considered about runoff. Will this be looked at through the engineering to maintain silt on site during construction? **Mr. Low** explained most of those concerns would be addresses during the permitting stage.

Public wanted to know how long the driveways were. **Mr. Low** thinks it would be about 22 ft. The distance of a driveway is generally one car length off the right-of-way.

Kathy Perrier, Wilson Lake Dr. – runs Wilson Lake Dr. and stated the traffic will be insane. It is very difficult now getting off that street in the morning and the thought of extra driveways on those corners is a concern. We didn't move here to live with rentals. All for development but this is not what should be developed here. **Mr. Low** – we will look into other configurations.

Glenn MacDonald, Wilson Lake Dr. – the applicant says they are going to be high end rentals, could he change this half way through and then go low end. **Mr. Low** stated there are no requirements to build of a certain quality under the Land Use Bylaws it just must conform to the building code. We don't differentiate between qualitative levels of construction based on the Land Use Bylaw.

3. Closing Comments

Mr. Low thanked everyone for coming and expressing their comments.

4. Adjournment

The meeting adjourned at approximately 8:30 p.m.