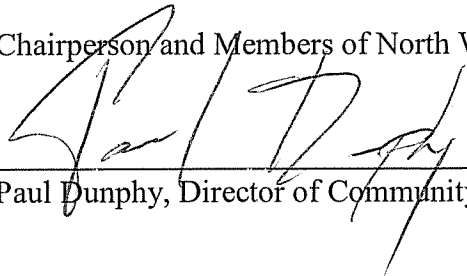


North West Community Council
November 25, 2010

TO: Chairperson and Members of North West Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: November 19, 2010

SUBJECT: Case 16026 Crossfield Subdivision, Sackville

SUPPLEMENTARY REPORT

ORIGIN

- Application by WM Fares Limited,
- August 18, 2010 Staff Report, and
- November 4, 2010 Public Hearing and Motion of North West Community Council.

RECOMMENDATION

It is recommended that North West Community Council:

1. Approve the proposed development agreement which enables a mix of residential units at the north corner of Sackville and Melham Drive with amendments to identify that eight units have been removed from the proposed multi-unit residential dwelling as provided in Attachment A of this Supplementary Report.
2. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.
3. Discharge, by resolution of Council, the discharging agreement, as set out in Attachment B of this Supplementary Report following registration of the new development agreement.

BACKGROUND

An application was made by WM Fares Limited for lands located at the intersection of Sackville Drive and Melham Drive in Sackville. A planning review was completed and a staff report dated August 18, 2010 was prepared with recommendations.

At the November 4, 2010 public hearing staff addressed an error which was made in the staff report relating to the permitted maximum number of dwelling units for the proposed development. Staff clarified that the permitted maximum number of dwellings is 80 rather than that stated 88 in the report and proposed agreement. The reduction of 8 units ensures compatibility with densities used when approving surrounding properties. Staff presented suggested amendments which were tabled with North West Community Council and enabled the applicant to decide from which housing form the units were to be removed, a choice between semi-detached, townhouses or from a multi-unit dwelling.

Council through their motion at their November 4, 2010 meeting requested a staff report identifying from which land use(s) the eight units were to be removed from.

DISCUSSION

The applicant, WM Fares Group has identified the eight units will be removed from the proposed multi-unit building to be located at the corner of Melham Drive and Sackville Drive (*Attachment C of this report*).

A revised development agreement is attached which identifies changes required to implement this reduction. For clarification, the changes presented to Council at the Public Hearing on November 4, 2010 allowed the applicant to decide from which housing form the units were to be removed; a choice between semi-detached, townhouses or from a multi-unit dwelling. The proposed development agreement (*Attachment A of this report*) illustrate the reduction of the 8 units in the multiple unit dwelling only.

Staff has reviewed the proposal (the reduction of the 8 units in the multiple unit dwelling only) and offer the following:

- the reduction in the number of units will decrease the footprint and mass of the building and potentially decrease the amount of required site disturbance;
- the reduction in the mass of the building results in the building having less visual impact from the surrounding public streets (Melham Drive and Sackville Drive); and
- staff are of the opinion a reduction in the proposed number of units in the multi-unit dwelling meets the relevant requirements of the Regional Municipal Planning Strategy.

Summary

Staff is recommending Council approve the proposed development agreement, attached as Attachment A and the proposed discharging agreement, attached as Attachment B, as outlined in the recommendation section of this report.

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

COMMUNITY ENGAGEMENT

No community engagement is required as this report is providing Council with additional information. Community engagement was discussed in the August 18, 2010 staff report.

ALTERNATIVES

1. North West Community Council may choose to approve the agreement, as contained in Attachment A of this report. This is the recommended course of action as the proposed development agreement meets the overall intent of the Regional and Sackville Municipal Planning Strategy.
2. Alternatively, North West Community Council may choose to approve the terms of the agreement, as contained in Attachment A, with modifications or conditions. Some modification or conditions may require additional negotiation with the developer.
3. North West Community Council may choose to refuse the agreement. Pursuant to Section 245(6) of the Halifax Regional Municipality Charter, Council must provide reasons to the applicant justifying this refusal, based on policies of the Regional MPS. This alternative is not recommended for the reason outlined in this report.

ATTACHMENTS

Attachment A	Proposed Development Agreement
Attachment B	Discharging Agreement
Attachment C	Email Regarding Removal of Eight Units

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Andrew Bone, Senior Planner, 869-4226

Austin Lenz

Report Approved by:

Austin French, Manager of Planning Services, 490-6717

Attachment A

THIS AGREEMENT made this day of [Insert Month], 2010,

BETWEEN:

WESLEYAN CHURCH OF LOWER SACKVILLE

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 corner of Melham and Sackville Drives (PID 41089004 and 41089012) Sackville, Nova Scotia and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Halifax Regional Municipality approved an application by the Developer to enter into a development agreement to allow a church and forty-four dwelling units on the Lands, which said development agreement was registered at the Land Registry Office in Halifax on April 30, 2008, as Document Number 90541161 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested an amendment to the provisions of the Existing Agreement to permit an additional 44 dwelling units and reconfigure the development to permit 52 townhouse dwelling units, two semi-detached dwelling units and a 32 unit multiple unit residential dwelling on the "Lands" pursuant to the provisions of the *Halifax Regional Municipality Charter*, and pursuant to Policy(ies) SU-9 and IM-15 of the Regional Municipal Planning Strategy and Section 3.6 of the Sackville Land Use By-law;

AND WHEREAS the North West Community Council of the Municipality, at its meeting on [Insert - Date], approved the said Agreement to allow 52 townhouse dwelling units, two semi-detached dwelling units and a 32 unit multiple unit residential dwelling on the Lands (Case 16026) subject to the registered owner of the Lands described herein entering into this and at the same meeting, approved the discharge of the existing Agreement as it applies to lands located at the corner of Melham Drive and Sackville Drive (PID 41089004 and 41089012) Sackville, Nova Scotia and filed in at the Land Registry Office, as Document Number said discharge to take effect upon the registration of this Agreement;
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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Sackville 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, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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

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.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Subdivision of the Lands

3.1.1 All subdivision of the Lands shall meet the requirements of the applicable Land Use By-law and Subdivision By-law except where varied by this agreement.

3.1.2 Prior to the occupancy of any dwelling unit, the parcel on which the dwelling unit is located, as shown on Schedule B shall be created through the subdivision process.

3.2 Schedules

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 16026:

List all applicable Schedules:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan - 16026-01
Schedule C	Servicing Schematic - 16026-02
Schedule D	Elevations of Townhouses/Semi-Detached 16026-03 D1 through D4
Schedule E	Elevations of Multiple Unit Residential Dwelling 16026-04 E1 through E2

3.3 Requirements Prior to Approval

3.3.1 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) A Landscaping Plan as required pursuant to this Agreement.

- (b) An Erosion and Sedimentation Control Plan as required pursuant to this Agreement;
- (c) A Stormwater Management Plan as required pursuant to this Agreement;
- (d) An approved Sewage Flow Monitoring Program as required pursuant to this Agreement; and
- (e) Release of the Nova Scotia Power easement, as identified on Schedule B and C, from the lands.

3.3.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.

3.3.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.4 General Description of Land Use

The use(s) of the Lands permitted by this Agreement are the following:

- (a) **Notwithstanding Schedule B, C and E, a maximum of eighty (80) residential dwelling units.**
- (b) **The mix of dwelling units shall be as shown on the Schedules and subject to the following:**
 - (i) **the number of dwelling units does not exceed eighty (80) residential units; and**
 - (ii) **The unit count for each dwelling type does not exceed the following:**
 - (1) **2 semi-detached dwellings (4 dwelling units);**
 - (2) **52 townhouse units; and**
 - (3) **24 multiple unit dwelling units in one building.**
- (c) **Business uses in conjunction with the residential units, subject to the provisions of the Sackville Land Use By-law.**
- (d) **Accessory buildings subject to the applicable provisions of the Sackville Land Use By-law, provided that the footprint shall not exceed 215 sq. ft. (20 sq.m).**

- (e) The Development Officer may permit encroachments to be located within the required minimum front, side and rear yards in conformance with the provisions of the Sackville Land Use By-Law, as amended from time to time.

3.5 Siting And Architectural Requirements

Townhouses and Semi-detached

- 3.5.1 The building's shall comply with Schedules B, C and D and the following:
- (a) provisions of the R-2 (Two Unit Dwelling) Zone of the Sackville Land Use By-law shall apply to the semi-detached dwellings, except as varied by this agreement.
 - (b) provisions of the R-5 (Townhouse Dwelling) Zone of the Sackville Land Use By-law shall apply to the townhouse dwellings, except Part 11.3 (b) of the Land Use By-law and as varied by this agreement
- 3.5.2 Notwithstanding 3.5.1 (b) Lots 4, 9, 12, 13, 20, 21, 24, 25, 28 and 31 are permitted to exceed the 35% lot coverage requirement to the extent identified on the table on Schedule B.

Multiple Unit Residential Dwelling

- 3.5.3 The multiple unit residential dwelling siting shall comply with the Schedules and shall not exceed four storeys in height.

Architectural Requirements

- 3.5.4 The Developer agrees that all buildings constructed on the Lands shall comply with the provisions of this section and as illustrated on the Schedules D and E.

Building Materials:

- 3.5.5 Exterior siding materials of all building shall not include vinyl siding but may include any one or more of the following:
- clapboard
 - brick
 - cut stone masonry
 - random stone masonry
 - vertical tongue and groove or shiplap stained wood siding
 - vertical board and batten stained wood siding
 - stained wood shingles; or
 - acceptable equivalent in the opinion of the Development Officer, except for vinyl siding.

Functional Elements:

- 3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and functional elements shall be treated as integral parts of the design. Where appropriate

elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

- 3.5.7 Multiple unit residential dwellings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from any public street or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.8 The semi-detached, townhouse and multiple unit residential dwellings shall have:
- (a) all windows trimmed; and
 - (b) exposed foundations in excess of 1 meter (3.26 feet) architecturally detailed, veneered with stone or brick, painted, stuccoed or acceptable equivalent in the opinion of the Development Officer.
- 3.5.9 The front elevations of the semi-detached and townhouse dwellings shall have:
- (a) offset walls through use of projections and recesses; and
 - (b) peaked roof forms with secondary roof forms of different pitch, single slope, flat, curved or mansard.

Roof:

- 3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

Floor Plans

- 3.5.11 The Developer shall be entitled to modify the internal floor plans and the configuration of internal units provided the number of units and building size has not increased and the exterior appearance of the building is not affected.

Solid Waste Facilities for Multiple Unit Residential Dwelling

- 3.5.12 The building shall include designated space for five stream source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 3.5.13 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 3.5.14 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

Changes Permitted by the Development Officer

- 3.5.15 **The Development Officer may permit minor changes to the siting, architectural**

design of the buildings, lot lines, the reduction in scale of the multiple unit dwelling and a reduction in the number of dwelling units identified on the Schedules the intent of the agreement is maintained.

3.6 Amenity Space for Multiple Unit Residential Dwelling

3.6.1 Amenity space shall be set aside for recreational purposes such as common recreational areas, play areas, recreational rooms, roof decks, swimming pools and tennis courts. Amenity space shall include all area(s) of each lot set aside for the purposes of visual improvement or recreation and not used for buildings, structures, parking areas or driveways, and shall include areas of grass, flower beds, shrubbery, trees and landscaping, and balconies and sundecks. Amenity space shall have no dimension less than thirty (30) feet, except for sundecks and balconies, and a minimum of 50 percent of the outdoor recreational space shall have grades between 0-8 percent. The amenity space shall be provide based on the type of residential unit as follows:

- (a) 150 sq.ft. for each bachelor unit
- (b) 275 sq.ft. for each one-bedroom unit
- (c) 575 sq.ft. for each two-bedroom unit
- (d) 950 sq.ft. for each three-bedroom unit
- (e) 1,325 sq.ft. for each unit containing four or more bedrooms

3.7 Parking, Circulation and Access

3.7.1 The parking and driveways areas shall be sited as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on the plan.

3.7.2 The parking area for the multiple unit residential dwelling shall provide a minimum of 36 parking spaces, plus barrier free parking as per the National Building Code. Further, a minimum of forty percent of these parking spaces shall be provided in underground parking.

3.7.3 The parking area and driveways for the multiple unit residential building shall be finished with asphalt or acceptable equivalent in the opinion of the Development Officer.

3.7.4 The limits of the parking area and driveways for the multiple unit residential dwelling shall be defined by concrete curb.

3.7.5 The Developer shall provide easements where necessary that permits rear lot access for each townhouse prior to the final plan of subdivision for the townhouses being endorsed by the Development Officer.

Changes Permitted by the Development Officer

3.7.6 The Development Officer may permit minor changes to the layout of the driveway and siting of the parking area provided the intent of the agreement is maintained through consultation with the Development Engineer.

3.8 Landscaping

- 3.8.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

Landscape Plan

- 3.8.2 Prior to the issuance of a Construction Permit for the multiple unit residential dwelling, the Developer shall provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

Compliance with Landscaping Plan

- 3.8.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.8.4 Notwithstanding Section 3.8.3, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works including paving and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.
- 3.8.5 The developer shall construct a concrete walkway from the main entrance of the multiple unit residential dwelling to the sidewalk at Melham Drive as shown on Schedule B and C.. This sidewalk shall be of an adequate width to accommodate pedestrians.

Reinstatement

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

Landscaping in Non-Disturbance Area

- 3.8.7 Notwithstanding Section 3.14, the developer shall provide landscaping within the non-disturbance zone along the western property line. This landscaping shall include a mix of vegetation and trees which is designed to create a visual buffer along this property line. This mix of vegetation shall be included on the landscape plan. Each tree shall be a

minimum height of 1.52 m (5 ft) and a minimum diameter of 5 centimeters (1.96 inches).

3.9 Maintenance

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

3.10 Park Dedication

- 3.10.1 The Park Dedication for this development shall conform with the provisions of the *Regional Subdivision By-Law*.
- 3.10.2 Park Dedication through the land acquisition shall conform with the classification, location and dimensions illustrated on Schedules B and the Regional Subdivision By-law. The Development Officer may permit changes to the location and dimensions of parkland provided it is consistent with the intent of this agreement and the approval of Parkland Planning. The land is to be considered a Primary Service and meet the definition of useable under the Subdivision By-law.

3.11 Signs

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

Community Signs

- 3.11.2 A maximum of one ground sign shall be permitted at each entrance to the subdivision or phase or street to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer. The maximum height of any such sign inclusive of support structures shall not exceed 10 ft (3.05 m) and the face area of any sign shall not exceed 50 sq ft (4.65 sq. m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. Notwithstanding this section, the construction of decorative entrance gates shall be permitted outside of the public street right of way.
- 3.11.3 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.

3.12 Temporary Construction Building

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

3.13 Screening

- 3.13.1 Propane tanks and electrical transformers shall be located on the multiple unit residential dwelling site in such a way to ensure minimal visual impact from Sackville Drive and Melham Drive and residential properties along the western and southern property lines. These facilities shall be secured in accordance with the applicable approval agencies.
- 3.13.2 Mechanical equipment shall be permitted on the roof of the multiple unit residential dwelling provided the equipment is screened and not visible from any street and incorporated in to the architectural treatments and roof structure.
- 3.13.3 Any mechanical equipment shall be screened from view by means of opaque fencing or masonry walls with suitable landscaping.

3.14 Non-disturbance Areas

- 3.14.1 The Developer agrees that non-disturbance areas as shown on Schedule B and C shall be identified on all survey plans for private lands and submitted to the Municipality. Further, no development, tree cutting or grade alteration shall be permitted within any non-disturbance area on private lands except where approved in writing by the Development Officer under one of the following circumstances:
 - (a) To install municipal service systems. In these cases, the location, size and extent of the disturbance shall be identified on a plan prepared and endorsed by a qualified professional which shall identify measures to minimize disturbance within the non-disturbance area to the satisfaction of the Development Officer.
 - (b) To remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for the removal of such a tree, the Development Officer shall have the discretion to require that the landowner engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent credentials to certify in writing that the tree poses a danger to people or property or is in severe decline. If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Section 3.9.1, the Developer shall replace each tree with a new tree of 1½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer; or
 - (c) To remove fallen timber and dead debris where a fire or safety risk is present. The Development Officer may require verification in writing by a qualified professional (i.e.. Arborist, Forester or Forestry Technician, Landscape Architect) prior to granting approval under this clause.
 - (d) The landscaping of the non-disturbance zone as per Section 3.8.7.
- 3.14.2 Where a non-disturbance area is established over lots intended for development, the area

shall be shown on a plan of subdivision and a lot grading plan for each individual as a non-disturbance area with a note on the plan that no vegetation or soils are to be removed or altered unless undertaken in accordance with a management plan approved pursuant to the requirements of this Agreement.

- 3.14.3 As shown on Schedule B and C, a non-disturbance area shall be provided on the multiple unit residential site. This non-disturbance area shall be subject to Section 3.14.1 and 3.14.2 of this agreement.

3.15 Building and Site Lighting

- 3.15.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.15.2 Security lighting for multiple unit residential dwellings shall be directed to all walkways and parking areas. Freestanding security lighting shall not exceed a height of 18 ft (5.4m) in height. All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.
- 3.15.3 The Developer shall prepare an exterior lighting plan for any multiple unit residential dwelling and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
 - (b) The lighting plan shall include certification from a qualified person that the lighting design meet the requirements of this Agreement; and
 - (c) Prior to Occupancy Permits being issued the Developer shall provide to the Development Officer a letter from a qualified person that the installed lighting meets the requirements of this Agreement;

3.16 Phasing

- 3.16.1 The developer shall be permitted to apply and receive permits for construction of the multiple unit residential building prior to the application for permits for the new street and townhouse and semi-detached units. Occupancy of the multi-unit residential dwelling is subject to Section 3.1.2. All development permit applications for the development shall be accompanied by a tracking table identifying dwelling units previously approved and proposed, the type of dwelling unit and the total number of dwelling units remaining to ensure the maximum number of dwelling units as identified in Clause 3.4 is not exceeded.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications, Halifax Water Design and Construction Specification and the requirements of Halifax Water unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

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.

Site Preparation in a Subdivision

- 4.3.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development.

Outstanding Site Work

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

Sidewalk

- 4.5.1 Notwithstanding Clause 4.1.1, the Developer shall install additional sidewalk, and all associated works, as shown on Schedule B and C, more specifically, sidewalk shall be provided along Melham Drive within the existing HRM right-of-way between Sackville Drive and the new street. Design and construction of the sidewalks shall meet the requirements of the Municipal Service Systems Specifications. The construction of sidewalk shall be complete prior to the either of the following (a) the issuance of the first occupancy permit for the multiple unit residential dwelling; (b) the issuance of the first occupancy permit on the new street. Notwithstanding the previous statements, the Development Officer, may issue an occupancy permits provided security is provided to the Municipality in the amount of 110 per cent of the estimated cost of completion of the outstanding sidewalk. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon verified completion of all sidewalk and associated work as required by this agreement.
- 4.5.2 The cost of sidewalk and associated work shall be entirely borne by the developer.

- 4.5.3 All sidewalks shall meet HRM specifications. Plans shall be submitted for review to the Municipality. No work on the sidewalks shall commence until submitted drawings have been received and deemed acceptable to the Municipality.
- 4.5.4 A walkway connection shall be provided to the adjacent Sunset ridge subdivision as shown on Schedule B and C. This walkway shall meet the requirements of the Municipal Service Systems Specifications.

Service Laterals to Private Property

- 4.6.1 The Developer shall provide service laterals for sewer and water services to the property line of civic numbers 12 and 16 Melham Drive. These laterals shall be provided at the Developers cost and meet the requirements of the Municipality and Halifax Water.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity and adequate function by the owner of the lot on which they are situated.

Erosion and Sedimentation Control and Grading Plans

- 5.2.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply 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 site until the requirements of this clause have been met and implemented.

Stormwater Management Plan

- 5.3.1 A qualified professional shall provide written confirmation that the the design of storm drainage system conforms with the preliminary Stormwater Management Plan submitted in support of Case 16026, unless otherwise acceptable to the Development Officer.
- 5.3.2 Where easements are required as part of the stormwater system, the Developer shall provide the easements to the Municipality or Halifax Water as required.
- 5.3.3 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of affected properties to permit the flow of storm water.

Pyritic Slate

- 5.4.1 The Developer shall follow the Sulphide Bearing Material Disposal Regulations should pyritic slate be found on the Lands.

Sewage Flow Monitoring Program

- 5.5.1 Prior to construction, the Developer shall submit a detailed plan for the Sewage Flow Monitoring Program, for review by Halifax Water. Halifax Water retains the right to suggest and require amendments to the Sewage Flow Monitoring Program prior to the

program start as well as during the active part of the program.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Changes to the architectural details as detailed in Section 3.5 or which, in the opinion of the Development Officer, do not conform with Schedules D or E.
- (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3.3 of this Agreement;
- (c) The length of time for the completion of the development as identified in Section 7.4 of this Agreement;
- (d) Conversion of the multiple unit dwelling to an assisted living facility.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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 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.

7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Construction Permit.

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 of this agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

Upon the completion of the whole development or complete phases of the development, 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 for Sackville, as may be amended from time to time.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after seven years from the date of registration of this Agreement at the Registry of Deeds or 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; or
- (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer fourteen 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 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

=

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

WESLEYAN CHURCH OF LOWER
SACKVILLE

Per: _____

Per: _____
=====

=

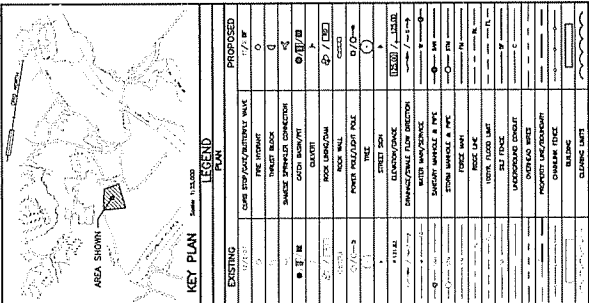
HALIFAX REGIONAL
MUNICIPALITY

Per: _____


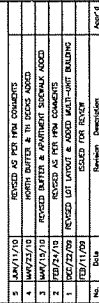
Mayor

Per: _____

Municipal Clerk

[illegible]

1. ALL ELEVATIONS ARE GEODETIC AND IN METERS UNLESS NOTED OTHERWISE. ELEVATIONS BASED ON NGSN 22594 WITH ELEVATION 114.61m. EXISTING TOPOGRAPHIC SURVEY COLLECTED BY SGNAL FIELD SURVEYS COMPLETED BY APRIL 1, 2002.
2. PROPERTY BOUNDARIES RELATE TO WALLACE MACDONALD & INCE, LTD PLAN OF SURVEY, DMC. NO. W0213082, DATED SEPTEMBER 17, 2002.
3. DIMENSIONS ARE IN METERS.

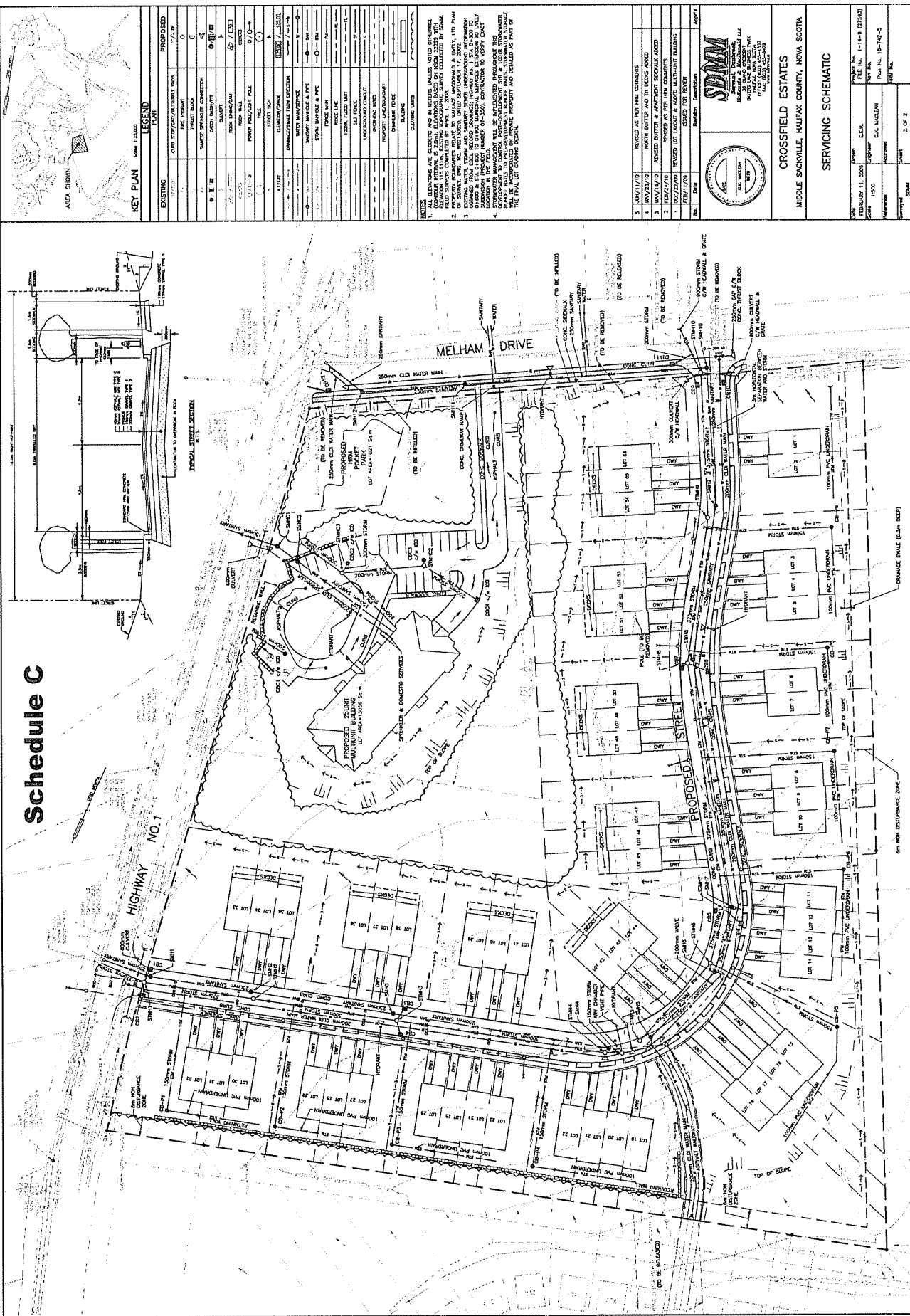


SDMM
 SOUTHERN DEVELOPMENT
 MARITIME INVESTMENT LLC
 38 LAKE DRIVE
 BAYVIEW LANE BUSINESS PARK
 10001 W. BOCA BOULEVARD
 BOCA RATON, FL 33433
 FAX: (867) 432-8177

<p>CROSSFIELD ESTATES</p> <p>MIDDLE SACKVILLE, HALIFAX COUNTY, NOVA SCOTIA</p>	<p>EST. 1984</p>
---	------------------

SITE PLAN

Date	Drawn	Project No.
FEBRUARY 11, 2000	E.E.N.	FILE No. 1-14-B (27582)
SS046	Engineer	Plan No.
1:200	C.K. MACLENN	Plan No. 10-739-3
Reference	Approved	Scale
Reviewed	Sheet	
SSMM	1 OF 2	

[illegible]

Schedule C

AREA SHOWN

KEY PLAN

LEGEND

EXISTING

PROPOSED

NOTES

CROSSFIELD ESTATES

MIDDLE SACKVILLE, HALIFAX COUNTY, NOVA SCOTIA

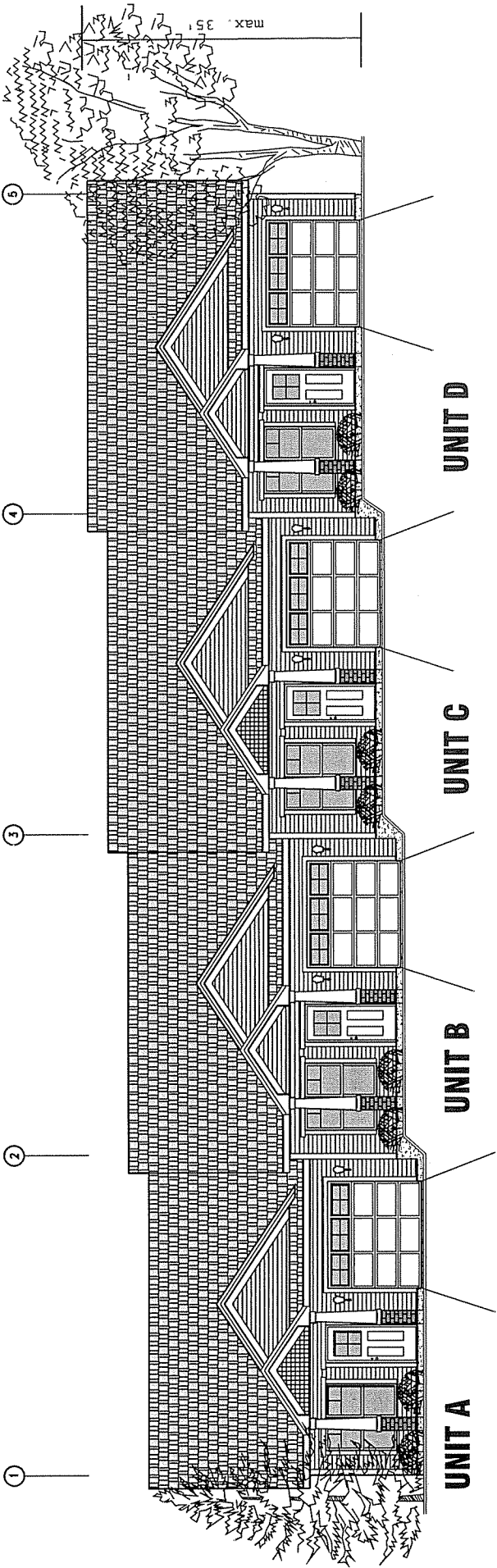
SERVICING SCHEMATIC

2 OF 2

[illegible]

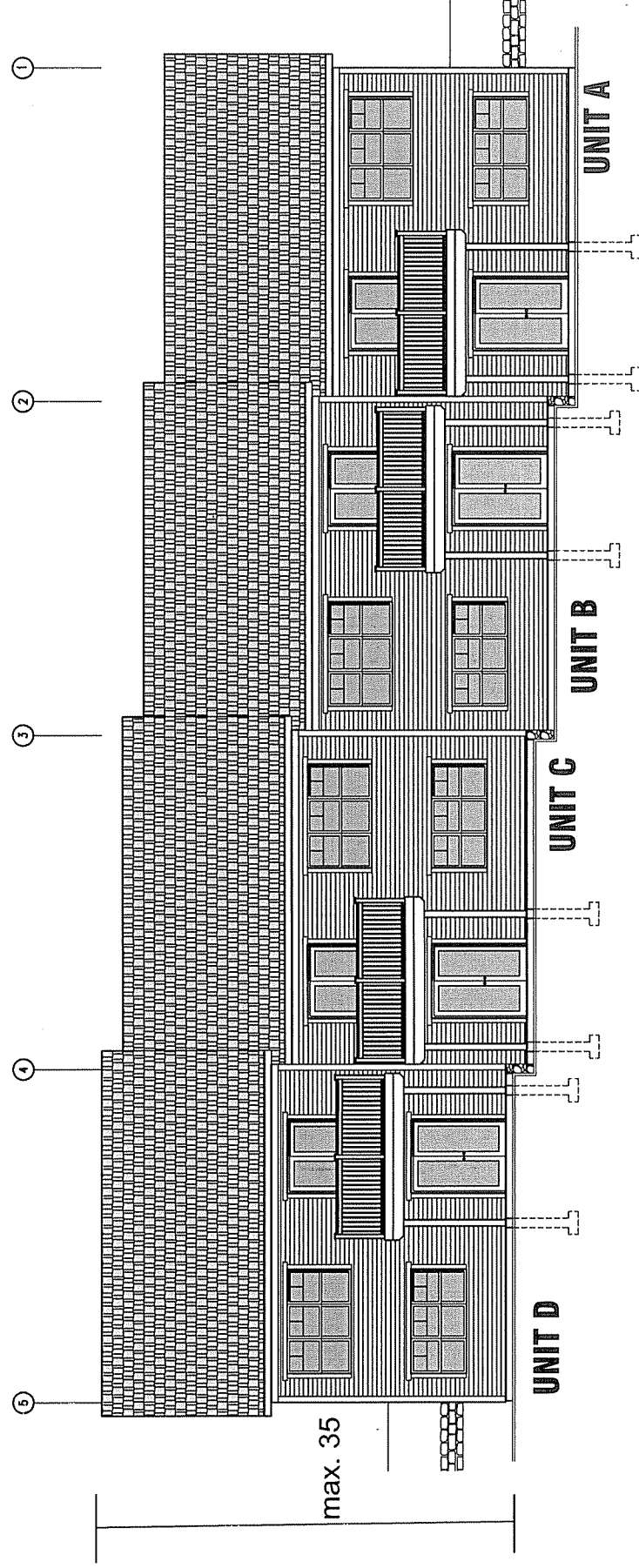
Schedule D 1

TYPICAL FRONT ELEVATION

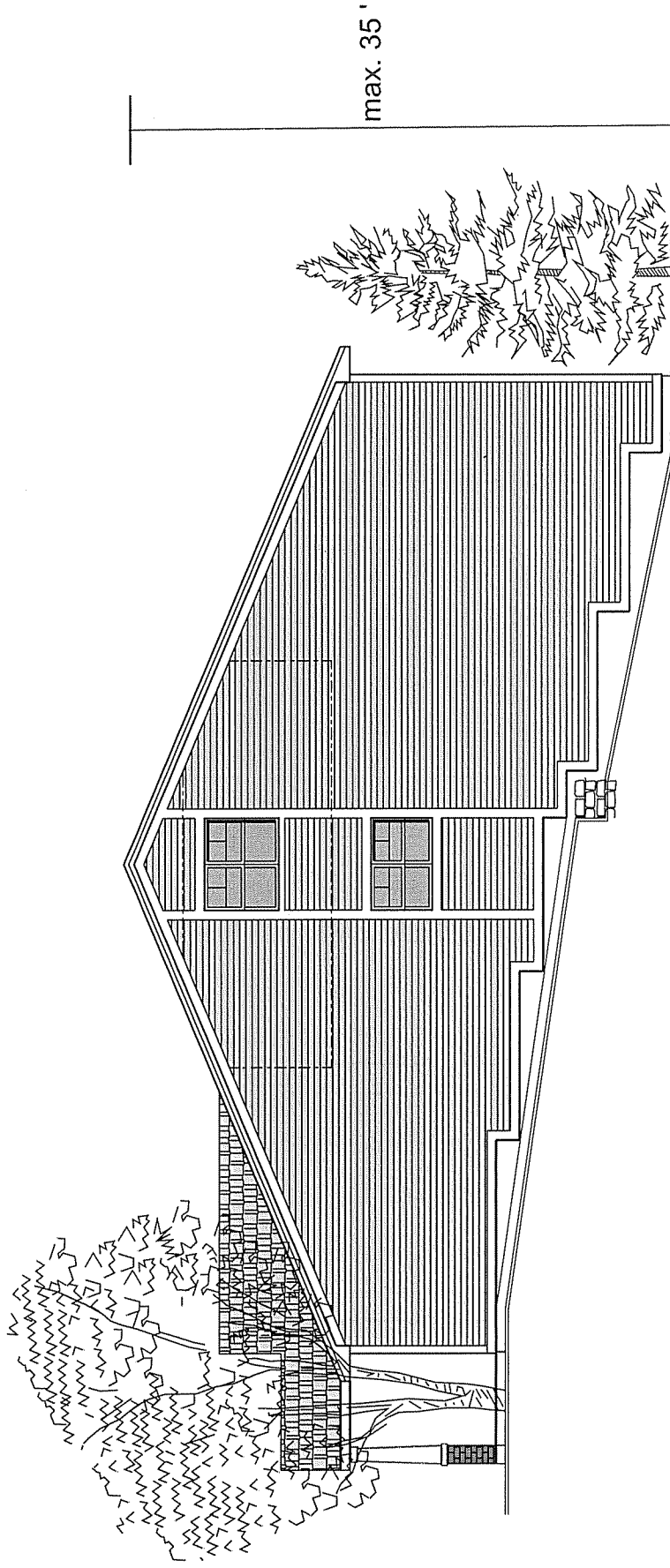


Crossfield Subdivision
March 1, 2010

Schedule D 2
TYPICAL REAR ELEVATION

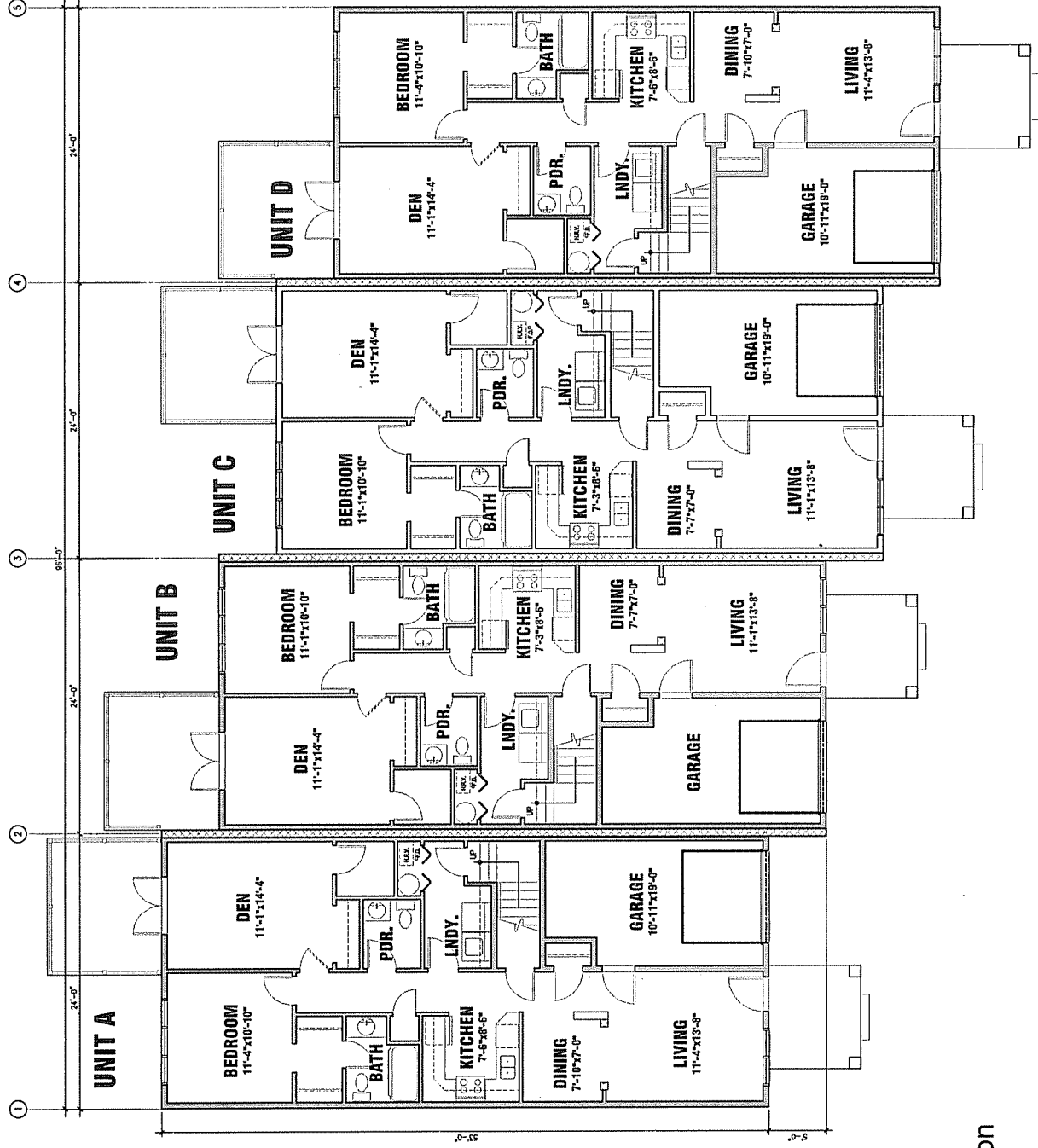


Schedule D 3
TYPICAL SIDE ELEVATION



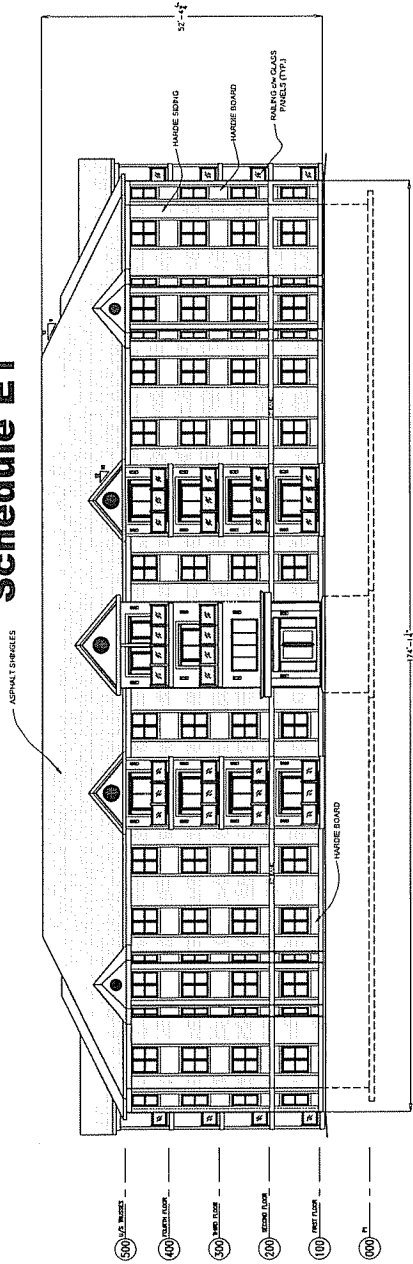
Crossfield Subdivision
March 1, 2010

Schedule D 4

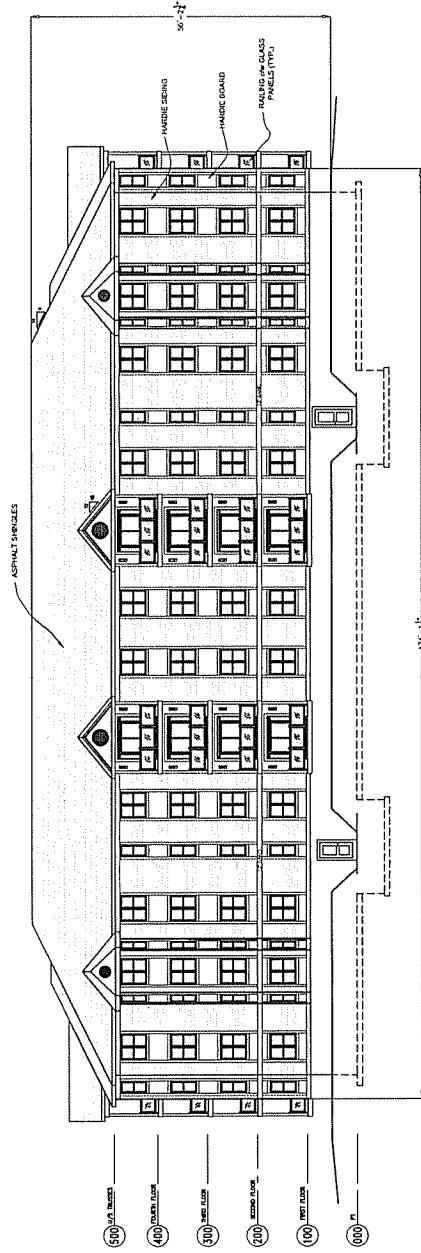


Main Floor Plan
Crossfield Subdivision
March 30, 2010

Schedule E1



FRONT ELEVATION
3/32" = 1'-0"



REAR ELEVATION
3/32" = 1'-0"

NOTES:
1. All points and specifications related to this project are the property of WMFARES GROUP.
2. The design is intended to be used for informational purposes only. It is not intended to be used for construction purposes.
3. The design is intended to be used for informational purposes only. It is not intended to be used for construction purposes.
4. The design is intended to be used for informational purposes only. It is not intended to be used for construction purposes.
5. The design is intended to be used for informational purposes only. It is not intended to be used for construction purposes.
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8. The design is intended to be used for informational purposes only. It is not intended to be used for construction purposes.
9. The design is intended to be used for informational purposes only. It is not intended to be used for construction purposes.
10. The design is intended to be used for informational purposes only. It is not intended to be used for construction purposes.

CROSSFIELD SUBDIVISION
24 UNIT RESIDENTIAL BUILDING
SACKVILLE
NOVA SCOTIA

WMFARES
GROUP
ARCHITECTS / ENGINEERS / PLANNERS

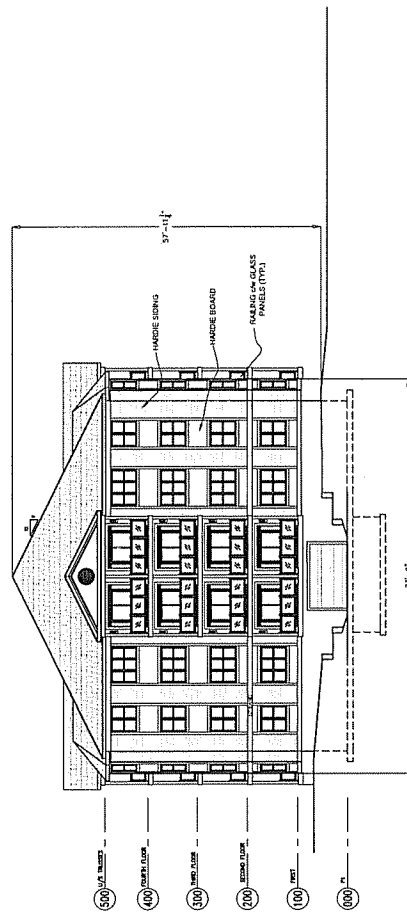
FRONT & REAR
ELEVATIONS

SCALE	DATE	PROJECT NO.
3/32" = 1'-0"	FEBRUARY 2009	2009-07
DRAWN	BY	PROJECT NO.
DESIGNED	BY	PROJECT NO.
PROJECT NO.	PROJECT NO.	PROJECT NO.

A1

Architectural elevation drawing of a building facade. The drawing shows a multi-story building with a central pedimented section. The facade is divided into several vertical sections, each containing multiple windows. The windows are labeled with numbers 1 through 10. The drawing includes labels for 'HANDICAP SLOPING', 'HANDICAP BOARD', and 'RAILINGS ON GLASS PANELS (TYP.)'. Below the drawing is a vertical scale bar with markings at 0, 100, 200, 300, 400, and 500, and a north arrow pointing upwards.

RIGHT SIDE ELEVATION
3/32" = 1'-0"



LEFT SIDE ELEVATION
3/32" = 1'-0"

DESIGN NOTE

All permits and specifications related to this project are the property of MWH GROUP. Design may not be reproduced, copied, or used for construction purposes without the approval of the design professional in writing. This drawing may not be scaled. The contractor shall verify all dimensions, elevations, and locations of existing and proposed structures and site conditions, and report any discrepancies to the designer before proceeding with the work.

The designer (a) will not be responsible whatsoever for any changes in design and/or construction methods on site, without further written consent from the designer.

The designer reserves the right to conduct periodic site reviews during the construction process to ensure conformance with the design and applicable NCEC and local building codes.

CROSSFIELD SUBDIVISION
24 UNIT RESIDENTIAL BUILDING
SACKVILLE
NOVA SCOTIA

CONSULTANT:

WM FARES
GROUP
ARCHITECTS | ENGINEERS | PLANNERS

1000 Pennsylvania Avenue, N.E.
Suite 1000
Washington, D.C. 20002
Tel: 202.331.1000
Fax: 202.331.1001
www.wmfares.com

SIDE ELEVATIONS

SCALE 3/32" = 1'-0"	DATE FEBRUARY 2010
DRAWN SP	ISSUED FOR REVISE #
CHECKED RM	SHEET #2
PROJECT NO. 2009-07	A2

Attachment B

THIS DISCHARGING AGREEMENT made this day of , 20__,

BETWEEN:

WESLEYAN CHURCH OF LOWER SACKVILLE

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 corner of Melham and Sackville Drives (PID 41089004 and 41089012) Sackville, Nova Scotia and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Halifax Regional Municipality approved an application by the Developer to enter into a development agreement to allow a church and forty-four dwelling units on the Lands, which said development agreement was registered at the Land Registry Office in Halifax on April 30, 2008, as Document Number 90541161 (hereinafter called the "Existing Agreement")

AND WHEREAS the Owner has requested that the Existing Agreement be discharged;

AND WHEREAS in accordance with the procedures and requirements contained in the Halifax Regional Municipality Charter, the North West Community Council approved this request by resolution at a meeting held on , 2010, referenced as Municipal Case Number 16026;

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

1. The Agreement is hereby discharged and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Land Use By-law for Sackville, as amended from time to time, and any future subdivision of the Lands shall conform with all applicable provisions and requirements of the subdivision by-law applicable to the area, as amended from time to

time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED
in the presence of:

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

**WESLEYAN CHURCH OF LOWER
SACKVILLE**

Per: _____

Per: _____

=====

**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____
Mayor

Per: _____
Municipal Clerk

Attachment C
Email Regarding Removal of Eight Units

Hello Andrew.

Further to our discussions regarding the subject case, and to North West Community Council to defer their decision until their November 24 meeting, we wish to note the following:

The reduction of the 8 units from 88 to 80 will come in the form of reducing the apartment building from 32 units to 24 units. The height of the building will remain the same, but the footprint of the building will be smaller.

We need to adjust the DA language regarding parking to account unit reduction; we suggest that the DA stipulate meeting the requirements of the LUB for parking.

The adjustment in the number of units from within the apartment building is directly linked to economics. The revenue generated from a sale of a town house lot is 3 to 4 times more from the revenue generated from the sale of land per unit of a multi-unit residential building. Reducing the number of townhouses by 8 lots would make this project unviable.

Regards,

Cesar Saleh, P.Eng
W. M. Fares Group
Tel: (902) 457-6676 ext. 17
Fax: (902) 457-4686