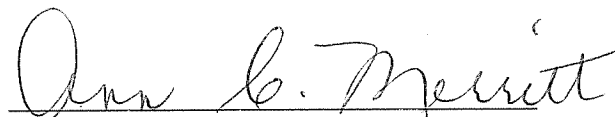




PO Box 1749
Halifax, Nova Scotia
B3J3A5 Canada

North West Community Council
September 23, 2010

TO: Chair and Members of North West Community Council

SUBMITTED BY: 
Ann Merritt, Chair
North West Planning Advisory Committee

DATE: September 2, 2010

SUBJECT: **Case 16026 – Development Agreement and Discharging Agreement –
Crossfield Subdivision, Sackville**

ORIGIN

North West Planning Advisory Committee meeting - September 1, 2010

RECOMMENDATION

The North West Planning Advisory Committee recommend that North West Community Council:

1. Give Notice of Motion to consider the proposed agreement as provided in Attachment A of the report dated August 18, 2010, and schedule a public hearing.
2. Approve the proposed development agreement which enables 88 residential units at the north corner of Sackville and Melham Drive as provided in Attachment A of the report dated August 18, 2010.
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.
4. Discharge, by resolution of Council, the discharging agreement, as set out in Attachment D of the report dated August 18, 2010, following registration of the new development agreement.

DISCUSSION

At its meeting on September 1, 2010, the Committee reviewed a proposal to change the existing agreement to permit a different mix of land uses. The Committee is recommending approval of the proposed agreement and discharging agreement.

BUDGET IMPLICATIONS

None associated with this report.

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

As per the staff report dated August 18, 2010

ALTERNATIVES

None provided by the Committee. Alternatives are provided in the staff report dated August 18, 2010.

ATTACHMENT

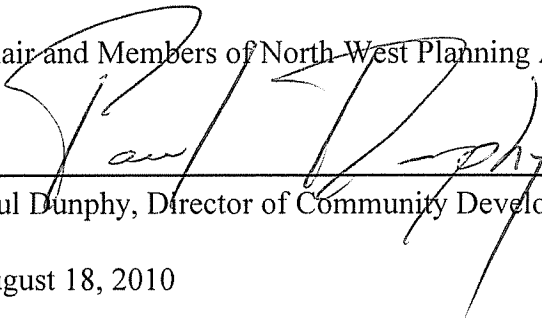
Staff report dated August 18, 2010

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report prepared by: Gail Harnish, Admin/PAC Coordinator, 490-4937

**North West Planning Advisory Committee
September 1, 2010**

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: August 18, 2010

SUBJECT: **Case 16026 - Development Agreement and Discharging Agreement-
Crossfield Subdivision, Sackville**

ORIGIN

Application by WM Fares.

RECOMMENDATION

It is recommended that North West Planning Advisory Committee recommend that North West Community Council:

1. Give Notice of Motion to consider the proposed agreement as provided in Attachment A, and schedule a public hearing.
2. Approve the proposed development agreement which enables 88 residential units at the north corner of Sackville and Melham Drive as provided in Attachment A.
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.
4. Discharge, by resolution of Council, the discharging agreement, as set out in Attachment D, following registration of the new development agreement.

BACKGROUND

The north corner of Sackville and Melham Drive (the subject site) is designated and zoned CDD (Comprehensive Development District) in accordance with the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB) (Maps 1 & 2). Therefore, any proposed development is subject to the development agreement process and requires approval by Community Council.

Existing Development Agreement

On April 30, 2008 North West Community Council approved a development agreement which enabled the development of a church and 44 residential units (semi and townhouse) at the subject site. Specifically, the agreement enabled a 10,000 sq. ft. (929 sq. m) church located near the Sackville and Melham Drive intersection and the 44 residential units (12 semi-detached and 32 townhouse units) to be located on a new public street (Map 3).

Proposal

The applicant, WM Fares Group, on behalf of Castle Hill Capital Inc, wishes to change the existing agreement to permit a different mix of land uses (Schedule B of Attachment A). The applicant wishes to develop the following:

- 32 unit, multi unit residential building;
- 2 semi-detached dwellings (4 dwelling units); and
- 52 townhouse units.

Policy and Zoning

The subject lands are designated Urban Residential and Rural Residential under the Sackville Municipal Planning Strategy (MPS)(Map 1) and Urban Settlement under the Halifax Regional MPS. The lands are zoned CDD (Comprehensive Development District) Zone (Map 2) under the Sackville Land Use By-law. The lands are located within the Urban Service Serviceable Area under the Regional Subdivision By-law and capable of being serviced with central sewer and water services.

DISCUSSION

The subject lands are recognized under the Regional Plan as an area of Sackville suitable for residential development through the extension of municipal services. Policy SU-9 of the Regional Plan provides the criteria under which Council can consider a development agreement for the properties (Attachment "C").

Staff have reviewed the proposal and have determined that it is consistent with the relevant Plan policies. During the review process, the following issues were identified by staff for discussion:

Traffic Generation - At the Public Information Meeting residents expressed concern on the impact this proposal and other proposed developments would have on the traffic along Sackville Drive. W.M. Fares submitted a comprehensive Traffic Impact Study which concluded that the volume of traffic generated by the proposed residential development should not have a significant impact on the performance of Sackville Drive. The conclusions of the study are supported by HRM staff.

Comparability and Compatibility with Adjacent Development - Lands to the west of the subject site are primarily developed with single and two unit dwellings with on-site services. The vacant properties to the north (Sunset Ridge) and across Sackville Drive to the east (Twin Brooks) are currently being developed as urban residential development (serviced lots) with densities of about 6 units/acre. These developments contain a mix of housing types including single unit, semi-detached, townhouses and multiple unit residential. The proposed mix of residential dwellings types is comparable and compatible with the housing mix in the area. Further, plan policy supports urban densities (serviced lots) ranging from 4 to 6 units per acre. The proposed density of the subject site is 5.9 persons/ acre which is comparable with recently approved urban developments such as Sunset Ridge and Twin Brooks.

Maximizing Compatibility - To address compatibility concerns, the applicant is proposing several measures. Specifically, a 20 ft (6 m) natural buffer at the rear of all the properties will provide separation between the proposed and existing development. The Agreement requires that this buffer be maintained and protected. In addition, along the western property line, new trees will be planted to create a visual screen. This will over time create a visual barrier between existing lower density (on-site serviced) development and the higher density (serviced) residential proposed under the agreement. This treed area is protected as non-disturbance through the agreement.

The proposal focuses the density to the corner of Melham Drive and Sackville Drive through the placement of the multi-unit residential dwelling. The development agreement provides for the maintenance of a treed buffer that will screen much of the proposed multi-unit residential dwelling from existing and proposed development.

Architectural details are required in the development agreement to create quality aesthetics for the development. The multiple-unit residential dwelling is restricted to four storeys. This height is acceptable given the setbacks from existing and proposed dwellings, its location on the site and the visual screening provided around the site. In addition, the Agreement requires the exterior materials of all dwellings to be wood shingles, stone or equivalent; no vinyl siding is permitted.

Staff attempted to negotiate a reduction in the number of dwelling units along the western property line to the level approved in the existing development agreement but was unsuccessful. However, while a reduction would reduce the number of dwelling units, it would not necessarily reduce the visual impact of the development. The applicant has offered a configuration of semi's and townhouses in groups of 2 and 3's along the southwest property line rather than the approved configuration of two blocks of 4 units each. Under the approved proposal the residents at 1279 Old Sackville Road would see 320 ft. (97.5m) of townhouses with one separation (Map 3) but under proposed scenario they will only see 240 ft (73.1m) of townhouses with 3 separations (Schedule B of Attachment A). Staff are satisfied that with the reduced mass of the buildings and increased number of dwelling units, that the proposal is still compatible with surrounding development.

Servicing - The subject lands are located within a Serviceable Boundary and are capable of being serviced with Municipal sewer and water. Trunk sewer and water has been extended along Sackville Drive to the Lively Subdivision. Development Engineering and Halifax Water have indicated that

this project can connect to municipal servicing systems. The proposed Agreement requires a sewage flow monitoring program implemented prior to construction to ensure that the development does not exceed capacity. The projected sewer flows from the site are within the norm considered acceptable for urban development.

Parks and Sidewalks - The agreement requires the creation of a Community Pocket Park at the corner of Melham Drive and the construction of a sidewalk from Sackville Drive to the new proposed street along Melham Drive.

Watercourse - The possibility of a watercourse/wetland at the northwest corner of the site was raised in the previous planning case (Case 01044). NS Department of Environment and Labour have certified that the area in question is not considered a watercourse and as such, no additional measures are required to protect this area.

Environmental controls - Questions were raised regarding on-site water retention measures. The Developer has submitted a Preliminary Storm Water Management Plan, which was accepted by HRM Staff. Under the proposed Agreement, the Developer is required to submit a complete Storm Water Management Plan prior to issuance of Occupancy Permits. Previously, concern was expressed relative to the potential of finding Pyritic slate in this area therefore, the proposed Agreement requires the Developer to follow provincial regulations if pyritic slate is found.

Melham Drive - The safety of Melham Drive in the winter was identified as an issue at the Public Information Meeting. This issue has been forwarded to Halifax Water to determine if there are drainage issues within the existing right-of-way. Further, this issue will be forwarded to winter maintenance crews for consideration.

Discharging of Agreement

If the proposed development agreement is approved, and pending no appeals to the Nova Scotia Utility and Review Board, staff will prepare a supplementary report following signing and registration of the agreement. The report will contain a recommendation for discharging the existing development agreement.

Conclusion

The proposed residential development is in keeping with the surrounding properties, is capable of being serviced with existing infrastructure and is consistent with Plan policy. Staff recommend that North West Community Council approve the proposed development agreement as provided in the recommendation section of this report.

BUDGET IMPLICATIONS

There are no budget implications at this time. The Developers 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 approved 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

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on May 12, 2010. A public hearing has to be held by Council before they can consider approval of any amendments.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 2. Attachment B contains a copy of the minutes from the meeting. Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 2.

The proposed development agreement will potentially impact (but not limited to) the following stakeholders: local residents and property owners.

ALTERNATIVES

1. North West Community Council may choose to approve the agreement, as contained in Attachment A. 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.

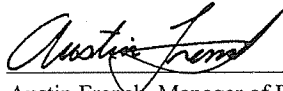
ATTACHMENTS

Map 1	Generalized Future Land Use
Map 2	Zoning
Map 3	Approved Development Plan

Attachment A Development Agreement
Attachment B Minutes from Public Meeting on May 12, 2010
Attachment C Excerpt from the Regional Municipal Planning Strategy - Policy Review
Attachment D Discharging Agreement

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

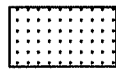
Report Prepared by : Andrew Bone, Senior Planner, Community Development 869-4226



Report Approved by: Austin French, Manager of Planning Services, 490-6717



Map 1
Generalized Future Land Use

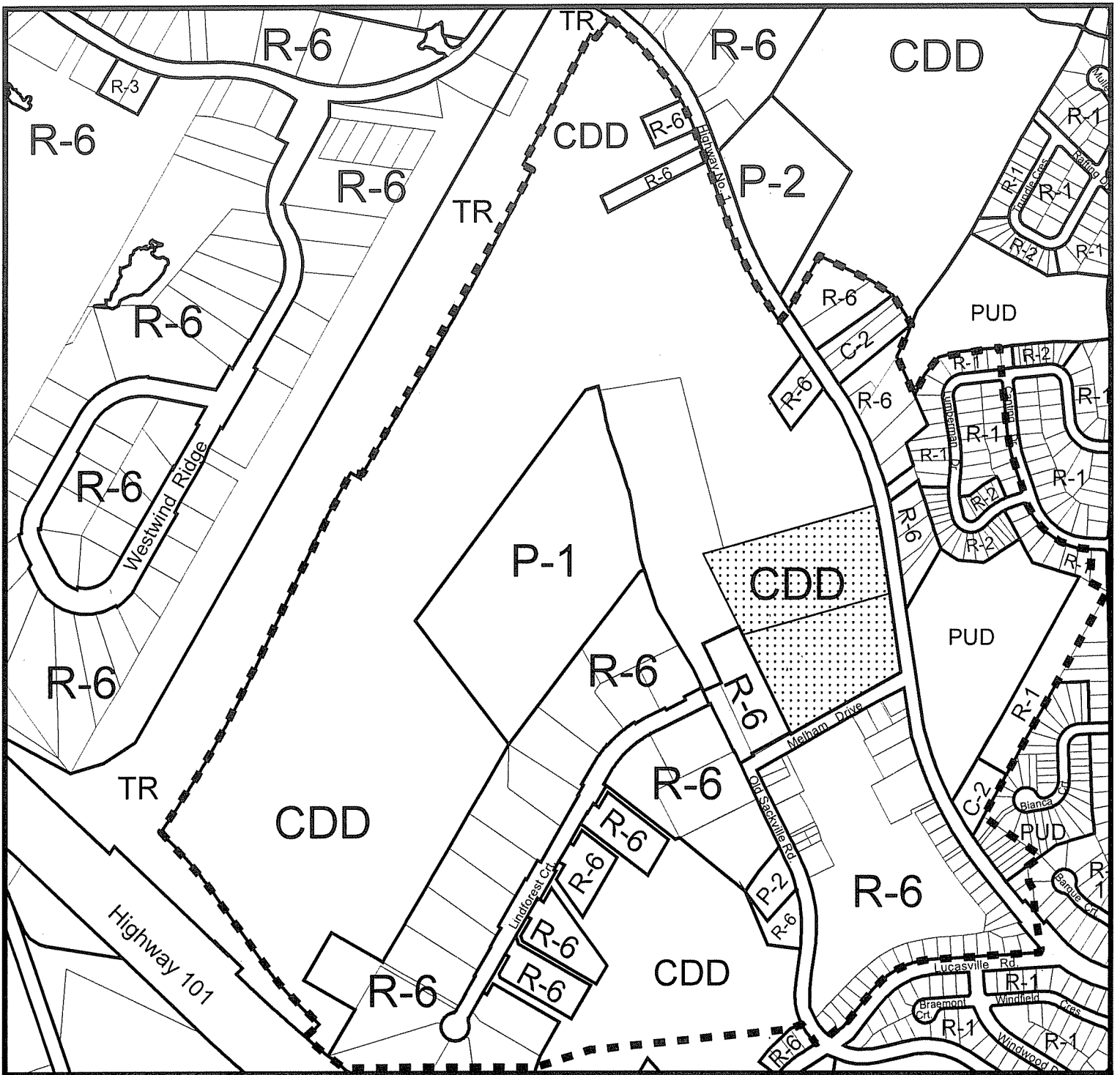


Subject Properties

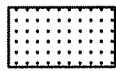
- UR Urban Residential Designation
- RR Rural Residential Designation
- CF Community Facility Designation

HALIFAX
 REGIONAL MUNICIPALITY
 Community Development
 Planning Services





**Map 2
Zoning**



Subject Properties

HALIFAX
REGIONAL MUNICIPALITY
Community Development
Planning Services

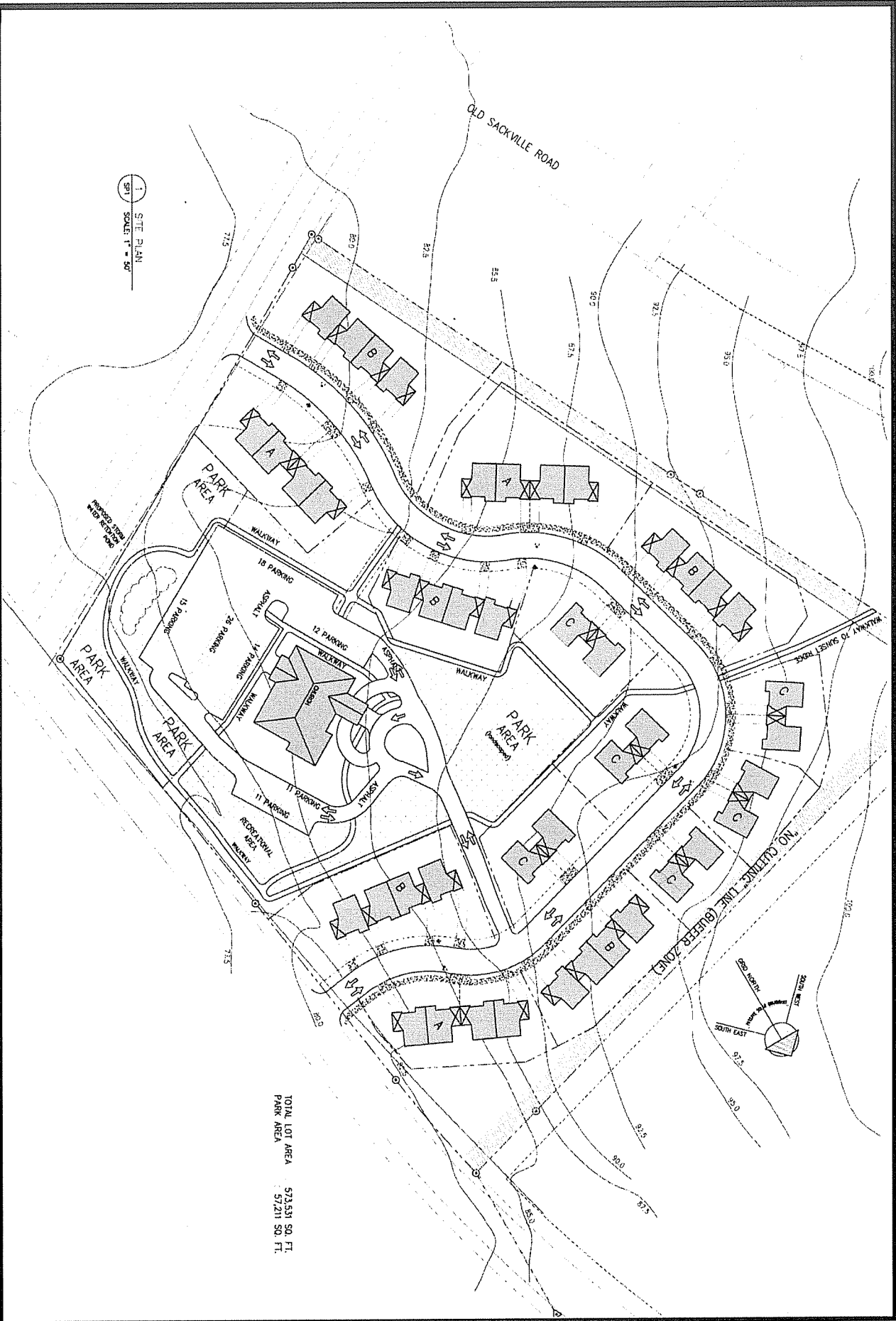
- R-1 Single Unit Dwelling Zone
- R-2 Two Unit Dwelling Zone
- R-3 Mobile Dwelling Zone
- R-6 Rural Residential Zone
- TR Transportation Reserve Zone

- C-2 Community Commercial Zone
- P-1 Open Space Zone
- P-2 Community Facility Zone
- CDD Comprehensive Development District
- PUD Planned Unit Development

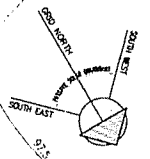


--- Notification Area





1 SITE PLAN
 SPT SCALE: 1" = 30'



TOTAL LOT AREA 573,531 SQ. FT.
 PARK AREA 57,211 SQ. FT.

Map 3
 Approved Concept Plan

Aug. 19, 2010

HRM does not guarantee the accuracy of any base map information on this map.

T:\Reprmaps\Devagreen\16026\map3.pdf(AKT)



Attachment A

THIS AGREEMENT made this day of **[Insert Month]**, 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 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 Agreement, and at the same meeting, approved the discharge of the existing Agreement as it applies to certain 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 90541161, 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) Eighty-eight (88) residential dwelling units comprised of:
 - (i) 2 semi-detached dwellings (4 dwelling units) units;
 - (ii) 52 townhouse units; and
 - (iii) one 32 unit multiple unit residential dwelling.
- (b) Business uses in conjunction with the residential units, subject to the provisions of the Sackville Land Use By-law.

- (c) 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).
- (d) 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 other functional elements shall be treated as integral parts of the design. Where appropriate these 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, and lot lines, provided 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 48 parking spaces, plus barrier free parking as per the National Building Code. Further 23 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 a 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 property 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.

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 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;

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 and waives any defense 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:

**WESLEYAN CHURCH OF LOWER
SACKVILLE**

Per: _____

Per: _____

=====

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

**HALIFAX REGIONAL
MUNICIPALITY**

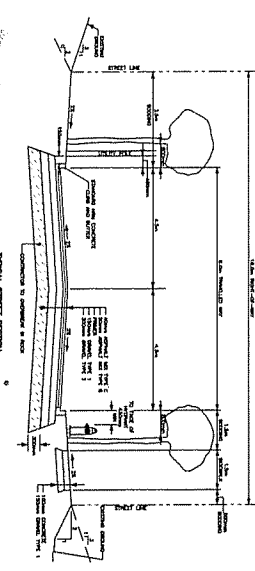
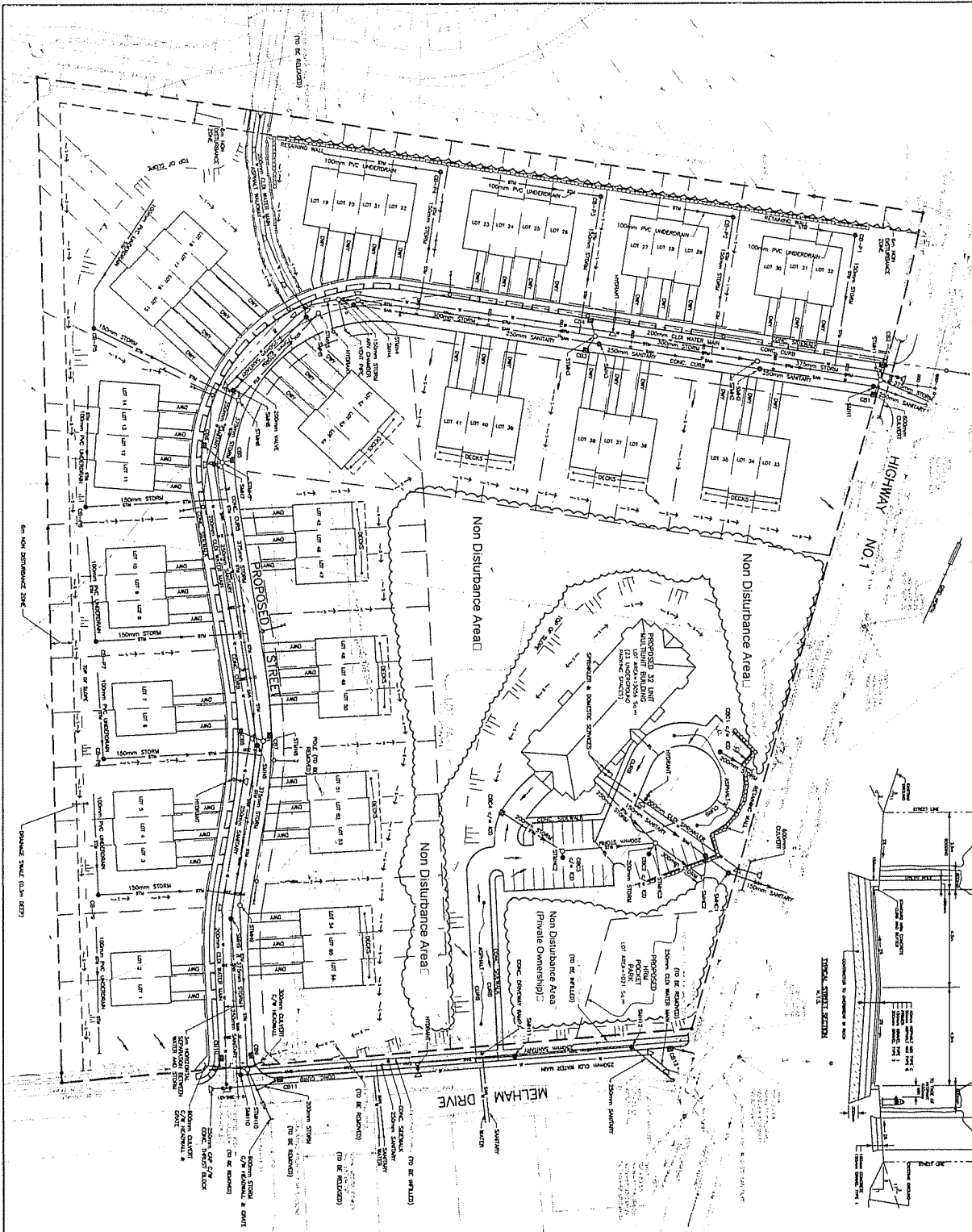
Per: _____

Mayor

Per: _____

Municipal Clerk

Schedule C



LEGEND	
EXISTING	PROPOSED
ROAD STRIP/PAVEMENT MARK	7.5m
RAILROAD	8
RAILROAD CROSSING	9
RAILROAD	10
RAILROAD	11
RAILROAD	12
RAILROAD	13
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RAILROAD	15
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1. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
2. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
3. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
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9. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
10. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.

NO.	DATE	DESCRIPTION	BY	CHKD.
1	1/14/17	ISSUED AS PER THE CONDITIONS		
2	1/14/17	ISSUED AS PER THE CONDITIONS		
3	1/14/17	ISSUED AS PER THE CONDITIONS		
4	1/14/17	ISSUED AS PER THE CONDITIONS		
5	1/14/17	ISSUED AS PER THE CONDITIONS		
6	1/14/17	ISSUED AS PER THE CONDITIONS		
7	1/14/17	ISSUED AS PER THE CONDITIONS		
8	1/14/17	ISSUED AS PER THE CONDITIONS		
9	1/14/17	ISSUED AS PER THE CONDITIONS		
10	1/14/17	ISSUED AS PER THE CONDITIONS		

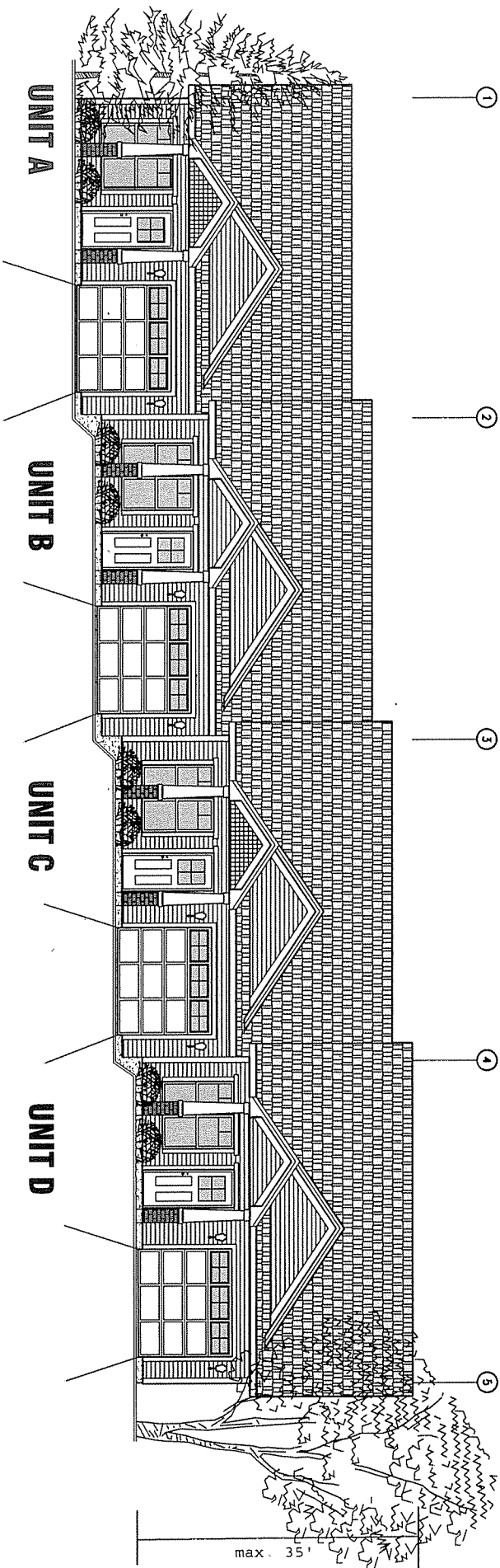
CROSSFIELD ESTATES
 MIDDLE SHERBOURNE HALIFAX COUNTY, NOVA SCOTIA

SERVICING SCHEMATIC

SDMM
 Site Development Management
 1000 Highway 100, Suite 100
 Halifax, NS B3H 2Y9
 Phone: (902) 421-1111
 Fax: (902) 421-1112

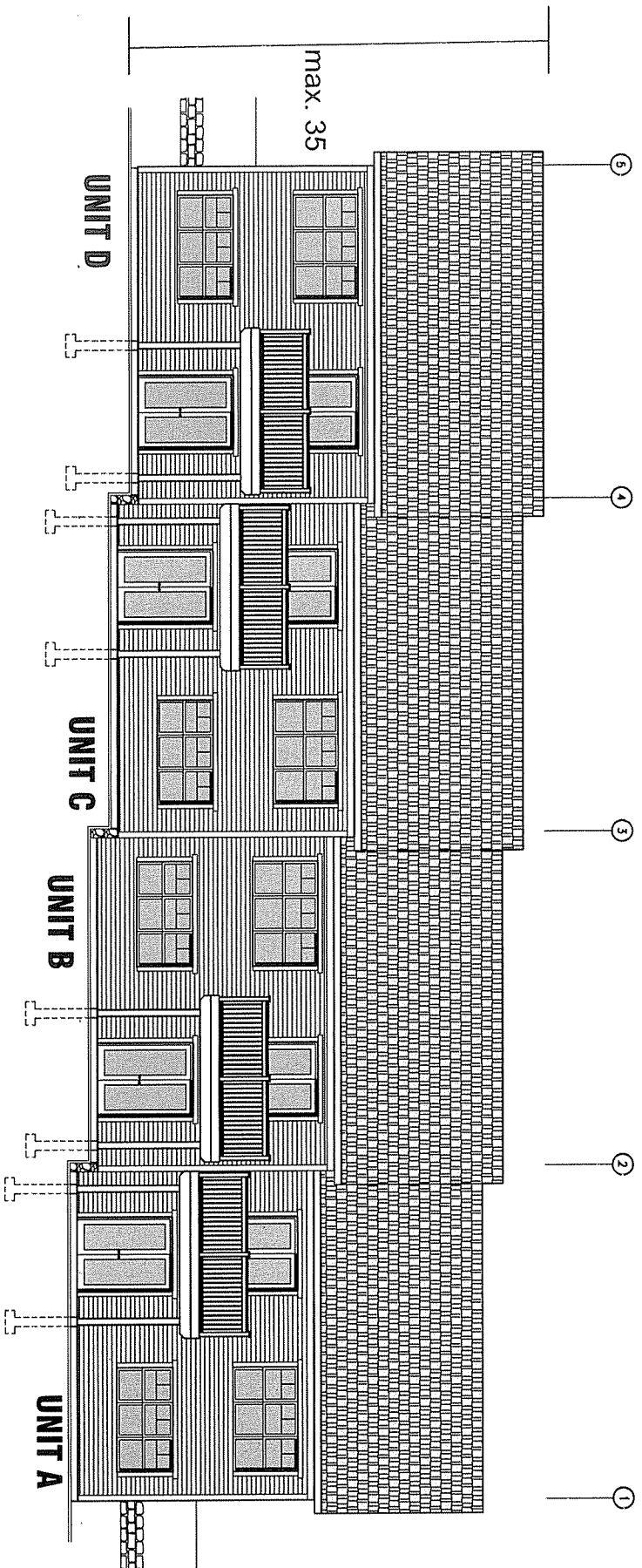
Project No. 17-148 (27343)
 Date: 1/14/17
 Drawn: C.L. MURPHY
 Checked: C.L. MURPHY
 Scale: 2 OF 3

Schedule D 1
TYPICAL FRONT ELEVATION



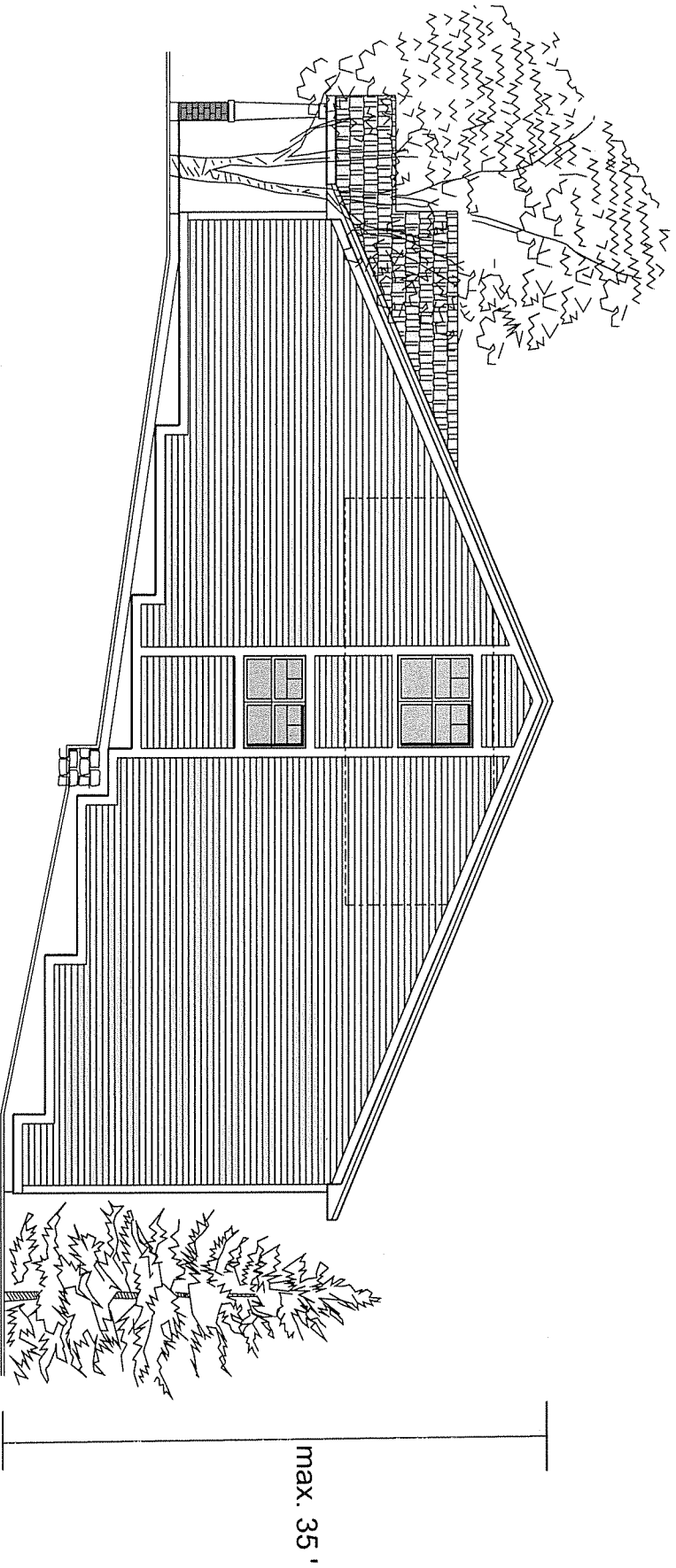
Crossfield Subdivision
March 1, 2010

Schedule D 2
TYPICAL REAR ELEVATION



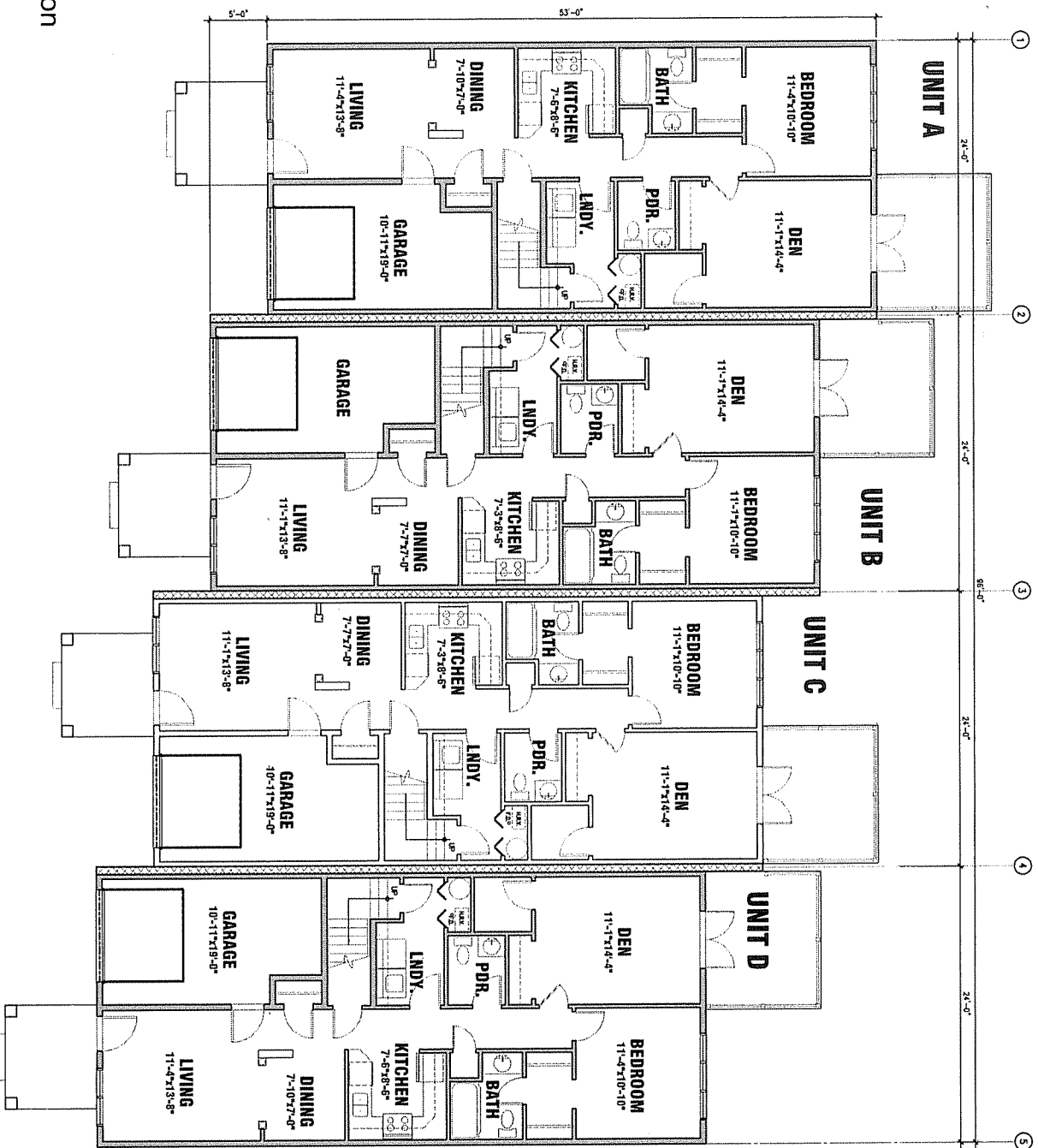
Crossfield Subdivision
March 1, 2010

Schedule D 3
TYPICAL SIDE ELEVATION



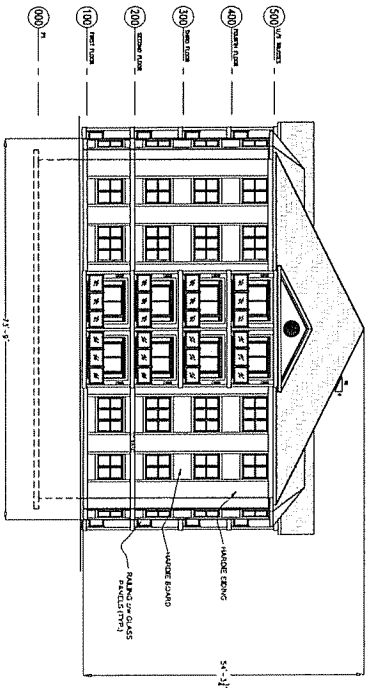
Crossfield Subdivision
March 1, 2010

Schedule D 4

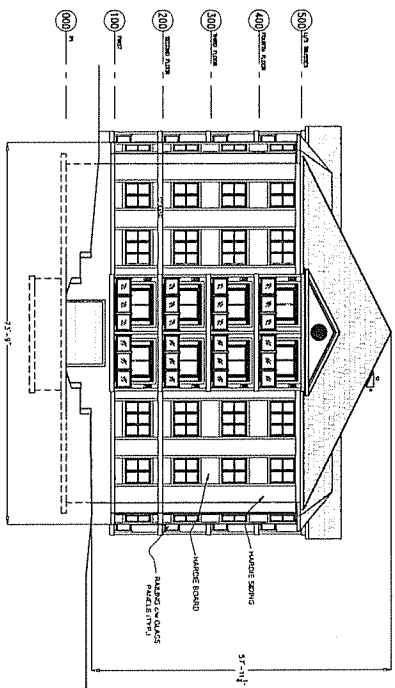


Main Floor Plan
Crossfield Subdivision
March 30, 2010

Schedule E 2



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



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

<p>CROSSFIELD SUBDIVISION 32 UNIT RESIDENTIAL BUILDING NOVA SCOTIA</p>		<p>CONSULTANT</p>	<p>CONSULTANT</p>	<p>TYPE</p>	<p>NO</p>				<p>DATE</p>	<p>PROJECT TITLE</p>	<p>SCALE</p>	<p>DATE</p>	<p>PROJECT NO.</p>	<p>SHEET NO.</p>
					<p>NO</p>	<p>NO</p>	<p>NO</p>	<p>NO</p>						
<p>THIS DRAWING IS THE PROPERTY OF WM PARES GROUP. ANY REPRODUCTION OR DISTRIBUTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF WM PARES GROUP IS STRICTLY PROHIBITED. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS.</p>														

Attachment B
Minutes from Public Meeting on May 12, 2010

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 16026 - Crossfield Subdivision

Wednesday, May 12, 2010
7:00 p.m.
Sackville Heights Junior High School

STAFF IN

ATTENDANCE: Andrew Bone, Planner, HRM Planning Services
Alden Thurston, Planning Technician, HRM Planning Services
Cara McFarlane, Planning Controller, HRM Planning Services

ALSO IN

ATTENDANCE: Cesar Saleh, WM Fares Group
Lyman Langille, Castlehill
Councillor Brad Johns, District 19

PUBLIC IN

ATTENDANCE:

The meeting commenced at approximately 7:02 p.m.

1. Opening Remarks/Introductions/Purpose of Meeting - Andrew Bone

Mr. Bone introduced himself as the Planner facilitating the application through the planning process; Councillor Brad Johns, District 19; Cesar Saleh, WM Fares Group, representing the applicant; Lyman Langille, Castlehill Developments; Alden Thurston and Cara McFarlane, Planning Services, HRM Community Development.

The purpose of tonight's meeting is to identify that HRM has received an application, to give some background on the proposal and to receive the community's feedback.

The agenda for the meeting was reviewed.

The lands in question are designated Comprehensive Development District (CDD) which allows for the negotiation of a development agreement. The policy has been in effect since August 2006, and any applications have to be considered under this policy even though there is a visioning process underway for the Middle Sackville area. There is an existing development agreement on the site and a previous application for the site which was closed. Presently, a new application has been received.

A development agreement was explained to the public.

The CDD policy enables a mix of housing types and uses, useable lands for community facilities, consideration of phasing, water and sewer services, sewage flow monitoring, proper handling of stormwater and general planning matters.

The 13 acre site located at the corner of Sackville Drive and Melham Drive was shown. The existing development agreement permits 44 residential units and a church.

The original development agreement's site plan was shown. It enabled a road off of Sackville Drive and to continue around to Melham Drive. A church and 44 residential units, townhouses and semi detached along both sides of the road were included.

About one year ago, an application was received. This application included a church and 77 residential units (primarily townhouses) along the sides of the road. As a result of the public information meeting held last June, several discussions took place with the developer. The applicant made a number of fairly substantial changes which prompted a new application to bring back to the community.

2. Overview of Planning Process - Andrew Bone

A flow chart of a simplified planning process was shown: application received, public information meeting held, draft report and development agreement prepared, review by North West Planning Advisory Committee (NWPAC), public hearing held, a decision made by North West Community Council (NWCC), and a 14 day appeal period.

3. Presentation of Proposal - Cesar Saleh, WM Fares Group

The location of the site was shown. June of last year, the applicant proposed 74 townhouse units with an institutional use with a density of 18 persons per acre for the 13.17 acre piece of land. Due to some concerns expressed from the community during that public information meeting, some changes have been made.

The current proposal includes 56 townhouses in blocks of three mostly, some two and four. Although the density remains the same (18 persons per acre), the number of townhouses has been reduced from 74 to 56, specifically at the location adjacent to Melham Drive. Also proposed is a four storey, 32 unit multi residential building with underground parking nestled at the corner between Sackville Drive and Melham Drive.

Project data:

- Lot size - 13.17 acres (573,685 square feet)
- Multi Unit Residential Area - the multi residential building sits on 3.23 acres of the site
 - consists of 32 units
 - 51 parking spots (mostly underground)
 - the building area is 11,345 square feet representing 8% coverage of the site
 - amenity/green space is over 2.5 acres (98,000 square feet). Almost 80% of the site is green.
- Townhouses - 9.94 acres
 - 56 townhouses in groupings of 3 (mostly), 2, and 4.

- footprint of 1,272 square feet (24 x 53)
 - total coverage of 17% of the site is allocated for townhouses
 - range from bungalow style to split entry/2 storey depending on the grade of the site
 - the height varies with a maximum height of 35 feet
 - Park area - 11,000 square feet
 - Buffer zone to adjacent uses - 20 feet
- Elevations and renderings were shown of the townhouses and multi unit building.

Merits of the proposal:

- compatible with the neighbourhood
- architectural design is simple and elegant
- building materials are of good quality and colors are soft
- size, location and orientation of the townhouses provide maximum setbacks from adjacent dwellings and ample open space.
- multi unit building is nestled at the corner of Melham Drive and Sackville Drive

4. Questions/Comments

One resident asked if the multi unit building would be condominiums or rental units. Mr. Bone explained that HRM does not have the ability to regulate tenancy. Mr. Saleh understands that the building is being designed as an apartment building and the townhouse lots will be subdivided and sold individually.

Valerie Gillis, Middle Sackville, recalls a concern from the previous public meeting regarding the sloping intersection where Melham Drive meets Sackville Drive and wondered if it has been addressed. The intersection is dangerous in the wintertime as it becomes very icy and will be more dangerous with added flow of traffic. Mr. Bone doesn't believe it was specifically addressed in the traffic analysis but will be reviewed with the development engineer. Mr. Saleh added that as part of the review, a sidewalk has been added from the building down to Sackville Drive as well as one from the corner of the proposed road all the way down Sackville Drive.

Susan Collins, Middle Sackville, is concerned as to what will happen to the wells that are spring fed from that property.

Councillor Johns asked who will be paying for the services. Will the residents across the street have the opportunity to hook up? If so, will they have to absorb any of the costs? Mr. Bone said the developer will be paying for the services. There is no local area rate at this point so the residents may be able to hook up at their own cost. He will ask Halifax Regional Water Commission (HRWC). Councillor Johns will want confirmation.

Peter Simpkin's, Middle Sackville, lot backs onto the bottom four sections of the site plan. With the current site plan, they will be looking at ten dwellings out the back of their house. He also has a development in the front of his property. The previous plan wasn't as much of an impact as the buildings and church were low lying. This is a jump in density of 22 persons per acre. He suggests a transition zone be put in place to avoid the rapid change in density or go back to the originally planned development as this is too big of a change. Mr. Saleh said the density on the site is 18

persons per acre (6 to 8 units per acre) which is very low compared to anywhere else in Halifax Mainland and Sackville. The development could potentially be larger but there is a limit to the sanitary services. As a result of the limitation, there is a lot of green space. He also pointed out that compared to the previous proposal, this proposal gives a better option. The footprint of the townhouses is smaller because the garage is within the dwelling as opposed to being on the side and the separation is now 80 feet. As well, the developer has been asked to maintain the 20 foot buffer between the back of the properties and the back of homes on Melham Drive.

Jeff Mosher, Sackville, is concerned about the multi unit building being apartments because of the various tenants that come and go and it sits near his children's elementary school. How much will the townhouses sell for versus the semi-detached houses? Mr. Langille said the approximate starting price for the townhouses would be \$250,000. The amenities and qualities are designed to be pleasing to a lifestyle community.

One resident asked if the same was intended for Lindforest Court as things have changed in that area. Ms. Langille said they are meeting the land use by-law. Mr. Mosher said this application is nothing like he envisioned. Councillor Johns explained that the reason for another public meeting is because a substantial change has been made to the proposal. Staff wants to hear all the community's concerns based on this proposal. This meeting gives the opportunity for staff, the developer and the community to address these issues.

Ms. Gillis, referring to the townhouses, mentioned that there are a lot of individuals looking for simple retirement homes. The price range is quite high. Down the road, can this concern be addressed.

Walter Regan, Sackville, is concerned about stormwater runoff and water quality for the feeder brook across the street from the site. Will there be oil/grit separators installed? Mr. Bone said that negotiations haven't begun, although it is potentially achievable within the multi unit parking area. He will pass the concern onto the engineer.

Mr. Regan asked the developer to install large stormwater detention ponds (up to the 1:100 year storm event).

Mr. Regan asked if there will be more capacity from this lot versus R-1 housing. Can a sewage holding tank be installed similar to the one for Sackville Manor? Mr. Bone said not typically. The Sackville Manor situation is special. The sewer capacity for this site was reviewed by HRWC and it was determined, with the proposed density, that it meets what was allocated for this area. He will pass the concern onto HRWC.

Mr. Regan asked if 10% of the area is to be a park. Mr. Bone said it may end up being a combination of development and money. Any unused dedication will be taken in money.

Mr. Regan hopes the hardwood trees will be protected. Mr. Bone said there will be significant non-disturbance areas (shown on the screen).

Mr. Regan said a trail is in the process of being built from Millwood Drive to Sackville Drive (across the road from the site). It is assumed that the people moving into the apartments at the former Sackville Golf Course and Sunset Ridge will be short-circuiting through there. Will there be a trail or connection through the proposed subdivision to get to the trail and the sidewalk? Mr. Bone said there are two pedestrian connections from Sunset Ridge (shown).

Mr. Regan suggested a set of steps from the parking lot to the side street for safety reasons.

Mr. Mosher is concerned about the children's safety walking to school. How will this be accommodated? Mr. Bone said, through this development agreement process, it is extremely difficult to get anything off-site because of legislation. In this case, the developer is offering to build a section of sidewalk (shown on the site plan) to resolve some of the community issues. The section along Old Sackville Road to the school would have to be looked at by Council. Councillor Johns mentioned that the kids from Sunset Ridge will be bussed to Cavalier Drive School.

Ms. Collins asked if the subdivision requires two entrances. Mr. Bone said it's logical. Councillor Johns said originally a cul-de-sac was proposed which HRM was against. Ms. Collins said currently it is difficult to get out of Melham Drive and will only get worse with Sunset Ridge and the new highway entrance. Would it be possible to reduce the speed on Sackville Drive? Mr. Bone said that given the development in the area, it sounds like a reasonable request which he will pass onto traffic services. Ms. Collins believes that regardless of what is developed, the number of cars is going to increase. Councillor Johns said the Province believes, through traffic studies, that once the new bypass road goes in, there will be a significant change in the way traffic goes.

Mr. Simpkin asked if the bus stop on Melham Drive will be part of this proposal. Mr. Bone said Metro Transit has received a copy of the plan so they are aware of the bus stop. He will suggest a change.

Colin O'Neil, Halifax, believes the brook (runs along Sackville Drive) passes through both green spaces. Is it possible not to culvert the brook especially through the green spaces? Mr. Bone believes there was a watercourse analysis done on the site and the brook was determined not to be a watercourse by the Province. He'll look into it.

Mr. Regan asked if there will be a local playground in this area. Mr. Bone is not sure. Some research has to be done as to where the playground is in Sunset Ridge in relation to this proposal. Mr. Regan hopes the hardwood trees will be saved and the land isn't clear cut. Mr. Bone believes the intent is for the park to be passive.

Mr. Regan asked if this proposal is going to go before Halifax Watershed Advisory Board. Mr. Bone said it won't.

Mr. Regan asked if there will be lot service charges applied to this site. Mr. Bone doesn't believe so. The developer has already paid service charges for the water and sewer extension.

Mr. Regan asked if the apartment building will be built to LEED standard. Mr. Bone said HRM can't require it but will encourage the developer.

Mr. Regan asked what kind of lot bonding for silt erosion controls will be applied. Mr. Bone said the erosion and sedimentation control will require the approval of the Province and HRM. The bonding charges will be as per the lot grading by-law.

Finley Evong, Sackville, a real estate agent, mentioned that most of his clients would prefer to stay within their community, but there is a lack of this type of property townhouses for the Sackville market. He is in favour of the townhouse aspect of this project.

Ann Merritt, Middle Sackville, remembers traffic and sewage capacity to be big concerns when the first proposal was presented. Presently, entering Sackville Drive from Melham Drive is difficult and dangerous. The Sunset Ridge entrance (a bit up the road) comes out onto Sackville Drive as well as the entrance to the former Sackville Golf Course and around the blind corner will be the interchange. This proposal adds another access onto Sackville Drive. The roundabout will allow better access to trucks on and off the highway and people will be fighting traffic constantly. In terms of sewage capacity, there was enough for 44 units at that time. Where is the capacity for double that coming from? Mr. Bone said certain sewer allocations were allotted (18 persons per acre) when this area was brought into the sewer boundary. The previous proposal was under the allotment and this proposal does not exceed that allotment. Ms. Merritt asked if this would impact any other areas that have been told that sewer will be coming their way. Councillor Johns explained that sewer services to Lively Road enabled the capacity for the development of these subdivisions. Also, the construction of the by-pass will compensate the increase in traffic. The last stage of development for Sunset Ridge cannot commence until the by-pass has been constructed.

Ms. Gillis wondered if the redirection of school students will take place before this application is approved. At what point in the process is school capacity evaluated? Mr. Bone said the school board is part of the review team and do provide comments.

Mr. Regan asked if there will be street trees. Mr. Bone said they will be required.

Councillor Johns encouraged the community to follow the process as there may be changes with the proposal before going to a public hearing.

5. Closing Comments

Mr. Bone thanked everyone for coming to the meeting and expressing their comments and concerns.

6. Adjournment

The meeting adjourned at approximately 8:12 p.m.

Attachment C
Excerpt from the Regional Municipal Planning Strategy

The Sackville Trunk Sewer currently overflows to the Sackville River during periods of high rainfall and wet weather. Notwithstanding, it is anticipated that HRM will extend the trunk sewer along Sackville Drive to the Lively Subdivision in Middle Sackville in response to public health issues. The route of the proposed trunk sewer passes in front of the proposed Suburban Local Centre for Middle Sackville, but the land within the Centre is outside of the existing service boundary. Allowing undeveloped bulk lands on the west side of Sackville Drive to develop on services will minimize development along Sackville Drive with numerous single driveways, will provide more immediate funding for the trunk sewer in the form of local improvement charges, and will allow development to proceed in a manner that is more consistent with the intent of the Urban Settlement designation.

Due to the over flows that are currently experienced in the Sackville Trunk Sewer, extensions to the service boundary must either have development rights that are contingent on available sewer capacity, or must be off-set by restricting an equivalent amount of development within the existing boundary. Lands within the boundary that are restricted from developing may eventually be developed if capacity becomes available in the sewer system.

Policy SU-9

SU-9 HRM shall, through the Sackville Land Use By-law, establish a CDD (Comprehensive Development District) Zone over a portion of PID No. 41071069 and the whole of PID No's. 40281479, 40875346, 41093733, 40695504, 41089012 and 41089004 located in Middle Sackville. Consideration may be given to allow for the extension of municipal wastewater and water distribution services to these properties to allow for a residential subdivision if a development agreement has been entered into with HRM. In considering approval of a development agreement, HRM shall have regard to the following matters:

Policy Criteria	Staff Comment
<i>(a) the types of land uses to be included in the development and that, where the development provides for a mix of housing types, it does not detract from the general residential character of the community;</i>	The proposed housing includes semi-detached, townhouse and multi-unit residential land uses. The multi-unit dwelling is discreetly located in a grove of trees and does not detract from the residential character of the community.
<i>(b) that adequate and useable lands for community facilities are provided;</i>	Parkland dedication for a pocket park has been provided as requested by parkland planning.
<i>(c) any specific land use elements which characterize the development;</i>	The development agreement includes appropriate controls for each land use element.

Policy Criteria	Staff Comment
<i>(d) the general phasing of the development relative to the distribution of specific housing types or other uses;</i>	The agreement provides for phasing criteria in relation to the provision of public sidewalks and municipal roads and services.
<i>(e) that the development is capable of utilizing existing municipal trunk sewer and water services without exceeding capacity of these systems;</i>	The agreement permits a housing density which is slightly below the maximum density permitted by Halifax Water.
<i>(f) the provisions of Policies S-2 and SU-5;</i>	Policies S-2 and SU-5 are not applicable as the development is already within the Urban Service Area.
<i>(g) that a sewage flow monitoring program is established for the development and that provisions are made for its phasing in relation to achieving sewage flow targets;</i>	The proposed development agreement requires a sewage flow monitoring program.
<i>(h) that the sewage flow monitoring program proposed by the developer for implementation under clause (g) addresses, in a form acceptable to HRM, target sewage flows to be achieved in relation to development phasing and the method, duration, frequency and location of monitoring needed to verify that target sewage flows have been achieved;</i>	The proposed program has to meet the requirements of the Municipality and Halifax Water.
<i>(i) provisions for the proper handling of stormwater and general drainage within and from the development; and</i>	A conceptual stormwater management plan was provided as part of the review process, and a detailed plan is required at the permitting stage.
<i>(j) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-15</i>	Compatibility with adjacent residential development is a significant public concern. The staff report addresses this issue specifically.

Policy IM-15

In considering development agreements or amendments to land use by-laws, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:

Policy Criteria	Staff Comment
<p>(a) <i>that the proposal is not premature or inappropriate by reason of:</i></p> <p>(i) <i>the financial capability of HRM to absorb any costs relating to the development;</i></p> <p>(ii) <i>the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i></p> <p>(iii) <i>the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i></p> <p>(iv) <i>the adequacy of road networks leading to or within the development;</i></p> <p>(v) <i>The potential for damage to or for destruction of designated historic buildings or sites;</i></p>	<p>The proposal is not premature or inappropriate as the developer is responsible for all costs relating to the construction of the proposed development. Municipal water and sewer facilities are capable of servicing the site and this site has been allocated a sufficient capacity to handle the proposed water useage and wastewater discharges.</p> <p>The proposal is proximate to the identified facilities and services will be provided as required.</p> <p>A traffic study identified the existing and proposed road network is capable of handling the projected traffic.</p> <p>The site is not known to contain anything of historic significance.</p>
<p>(b) <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>(ii) <i>height, bulk and lot coverage of any proposed building;</i></p> <p>(iii) <i>traffic generation, access to and egress from the site, and parking;</i></p> <p>(iv) <i>open storage;</i></p> <p>(v) <i>signs; and</i></p>	<p>The proposed land use is compatible with the surrounding land uses.</p> <p>The proposed structures (townhouses) are bulkier than a traditional home, however the separation of these dwellings from existing development are not expected to create conflict.</p> <p>The proposed development includes adequate on-site parking for the proposed development.</p> <p>No open storage is proposed.</p> <p>The development agreement refers to the Sackville Land Use By-law for sign regulations but enables a community sign for the subdivision to be created as well</p>

Policy Criteria

Staff Comment

(c) *that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.*

The proposed development does not have issues related to the items indicated.

Attachment D

THIS DISCHARGING AGREEMENT made this day of , 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 Owner has requested that the Existing Agreement be discharged;

AND WHEREAS in accordance with the procedures and requirements contained in the Municipal Government Act, 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 Drive, 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