

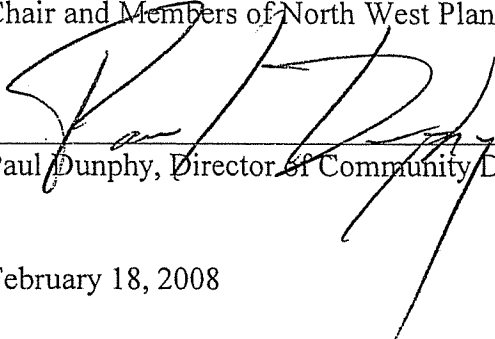


PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

North West Planning Advisory Committee  
March 05, 2008

**TO:** Chair and Members of North West Planning Advisory Committee

**SUBMITTED BY:**

  
Paul Dunphy, Director of Community Development

**DATE:** February 18, 2008

**SUBJECT:** Case 01027 - Development Agreement for Sunset Ridge Subdivision

### ORIGIN

Application by Armco Capital Incorporated (formerly Anahid Investments Ltd.) to permit a mix of residential uses and a convenience commercial use on a 70 acre portion of their property in Middle Sackville.

### RECOMMENDATION

It is recommended that North West Community Council:

1. Move Notice of Motion to consider the development agreement presented as Attachment "A" to this report and schedule a public hearing;
2. Approve the proposed development agreement presented as Attachment "A" to permit a mix of residential uses and a convenience commercial use in Middle Sackville; and
3. Require that the agreement be signed within 120 days, or any extension thereof granted by Council on the request of the applicant, from the date of final approval by the Community Council and any other bodies as necessary, whichever approval is later, including applicable appeal periods; otherwise, this approval will be void and obligations arising hereunder shall be at an end.

## EXECUTIVE SUMMARY

Armco Capital Inc.(Armco) has applied to enter into a development agreement for a residential subdivision, to be known as Sunset Ridge, over a 70 acre portion their lands in Middle Sackville. Their properties abut lands which have been acquired for a new interchange on Highway 101 with a connector road to Sackville Drive. The connector road and interchange are expected to be completed in 2009. The Municipality has also acquired lands adjacent to the interchange for a future park and ride facility and transit terminal.

This development is eligible for central sewer and water services and a policy provision has been made in the Regional Planning Strategy to allow the Community Council to consider a comprehensive development district agreement for low to medium density housing units and convenience commercial uses.

Staff is supportive of this development proposal as it would further the objectives of the Regional Plan to create a “suburban local” centre in Middle Sackville with a mix of low to medium density housing uses that are supported by transit services. This development proposal can be accommodated without detracting from the character of the established surrounding community.

Armco has agreed to leave a buffer of trees along Sackville Drive and forego lot approvals permitted under the Sackville Land Use By-law provisions. This buffer would improve the the efficiency and safety of traffic movement along Sackville Drive through the elimination of driveways and would also help maintain the rural parkway feel along this section of road. Further, sewer and water mains were recently installed along Sackville Drive in front of the property and were designed to support this development.

## BACKGROUND

Armco, formerly known as Anahid Investments Ltd., owns 115 acres of land in Middle Sackville, between Highway 101 and Sackville Drive, to the west of Lindforest Court (see Map 1). Approximately 70 acres are within the Urban Service Area Boundary, established under the Regional Subdivision By-law, where new development is to be serviced with central sewer and water (Map 2). This portion of the property has been zoned CDD (Comprehensive Development District) Zone (Map 4).

### *The Proposal:*

The development agreement application is to permit a residential subdivision with a total of 419 housing units comprised of 128 single unit dwellings, 108 semi-detached housing units, 55 townhouse units, 128 apartment units within two four storey multiple unit buildings; and a local commercial development. The proposed subdivision layout and intended development is presented as Schedule B to the draft development agreement (Attachment A).

The development agreement application is being made pursuant to the policy provisions for this site which have been adopted under the Regional Planning Strategy.

*The History:*

A chronology of planning and regulatory approvals, as well as infrastructure projects which have bearing on the development of these lands are summarized as follows:

- In 1996, Anahid Investments Ltd. was granted final subdivision design approval for 35 lots along Sackville Drive to be serviced with central sewer and water and developed with single unit dwellings. The proposed lots form part of the property which is subject to this development agreement application.

The proposal would have required Anahid to extend sewer and water mains along Sackville Drive from Lucasville Drive to the property. The services were never constructed and therefore the plan was never registered by the Municipality at the Registry of Deeds.

- In June 2006, the Regional Planning Strategy for Halifax Regional Municipality (the Regional Plan) was adopted by Regional Council. A policy was introduced to allow the Community Council to consider a development agreement application over a 70 acre portion of the Anahid property, which is the subject property, for serviced residential development under the provisions of a comprehensive development district development agreement.

In accordance with this directive, the lands which would be allowed to be serviced were zoned CDD (Comprehensive Development District) Zone under the Sackville Land Use By-law and included in the Urban Service Area boundary of the Regional Subdivision By-law (Map 2). These amendments were adopted concurrently with the Regional Plan.

- In August 2006, Regional Council passed a motion directing staff to initiate the required amendments to the Regional Plan which would enable the 70 acre portion to be rezoned to R-1 (Single Unit Dwelling) Zone under the Sackville Land Use By-law. This amendment would allow for single unit dwellings on serviced lots in accordance with the requirements of the R-1 Zone.
- In February 2007, Anahid Investments submitted a development agreement application in accordance with the current policy provisions of the Regional Plan.
- In July 2007, Regional Council awarded a contract for the extension of sanitary sewer and water mains, as well as a bike lane and local storm sewers, along Sackville Drive from Lucasville Road to Lively Subdivision. The mains extend in front of the applicant's property. In addition to Lively Subdivision, services were sized for existing development along Sackville Drive as well as adjacent undeveloped lands. Provisions were made to service the applicant's lands zoned CDD. Project funding was to come from a variety of sources including local

improvement charges for properties with frontage on Sackville Drive, as well as a capital cost contribution charge for adjacent undeveloped lands<sup>1</sup>.

- Funding has been approved for a new interchange on Highway 101 with a connector road to Sackville Drive which directly abuts the applicant's lands to the north. The interchange and connector road, illustrated on Schedule B of the draft agreement, are being cost shared among the three levels of government and are expected to be completed in the fall of 2009. The Municipality has acquired lands on the west side of the interchange for a park and ride facility and a future express bus terminal.

*Enabling Policies:*

An overview of the provisions of the Regional Plan and the Sackville Municipal Planning Strategy ("the Sackville MPS") with respect to this application are highlighted as follows:

- The 70 acre portion of the Armco lands which are subject to the development agreement application are designated "Urban Settlement" under the Regional Planning Strategy within which "central wastewater and water distribution services are intended to be provided to facilitate an urban form of development over the next 25 years" (see Map 1). These lands are within the Urban Service Area boundary established under the Regional Subdivision By-law where the extension of central services is currently permitted (Map 2).
- The remaining 45 acres of land owned by Armco are designated "Rural Commuter" where protection of the character of rural communities, conservation of open space and natural resources is supported by focussing growth within a series of centres designated by the Regional Plan.
- The Regional Plan has designated Middle Sackville as a "suburban local" centre where a mix of low to medium density housing units and convenience commercial uses are supported<sup>2</sup>. In accordance with Policy S-11 of the Settlement and Housing chapter, direction is given that secondary planning processes are to be undertaken for each designated centre to determine detailed design policies "related to the layout of the centres, range of permitted uses, development densities and mechanisms for implementation".
- However, site specific provisions are made under Policy SU-10 which allow the Community Council to consider a development agreement application over the 70 acre portion of the Armco

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<sup>1</sup> Further details can be found in the June 12, 2007 staff report to Regional Council re: Municipal Services Extension to Lively Subdivision which was tabled and discussed at the July 3, 2007 session of Regional Council.

<sup>2</sup> Within established neighbourhoods, the Regional Plan provides direction for low to medium density housing units as shown in Table 3-1: Characteristics of Centres.

lands within the Urban Service Area boundary prior to the adoption of a secondary planning strategy for Middle Sackville (Attachment B).

- The Sackville MPS is deemed a secondary planning strategy by the Regional Plan which is to remain in effect until repealed (Policy IM-19 of the Regional Plan). When evaluating a development agreement application, all applicable policies of the Regional Plan are to be considered and, in the event of a conflict between the Regional Plan and a secondary planning strategy, the Regional Plan directs that the more stringent is to prevail (Policies IM-20 and IM-22). Policy S-13 provides further direction that, until a new secondary planning is adopted for the designated centres, land uses within are to be regulated according to the policies of the existing secondary planning strategies and land use by-laws.

In accordance with these policies, the Sackville MPS continues to apply to this development to the extent that it does not conflict with Policy SU-10 of the Regional Plan which specifically allows for consideration of this application.

- Under the Generalized Future Land Use Map of the Sackville MPS, a majority of the applicant's lands and the surrounding area are designated "Rural Residential". Only lands immediately abutting Sackville Drive (Highway 1) have been designated "Urban Residential" (see Map 3). Therefore a majority of the 70 acres under application are designated Rural Residential.
- The Rural Residential Designation is intended "to recognize the area's existing rural nature and to support continued development with on-site sewer and water services". The R-6 (Rural Residential) Zone is established as the base zone for this designation under the Sackville Land Use By-law and applied to a majority of undeveloped lands within this designation. The zoning applied in the vicinity of the applicant's lands is illustrated on Map 4.
- Where municipal services are available, policy provisions are made for higher density developments within the Rural Residential Designation. Two unit dwellings, townhouses, multiple unit dwellings and local commercial uses may be considered for approval under various policy provisions adopted under the Rural Residential Designation.

## **DISCUSSION**

The policy evaluation criteria for this application, as expressed in the Regional Plan and Sackville MPS are presented in Attachment B with an accompanying summary evaluation. The main considerations which have led to the recommendation of approval are highlighted as follows:

### *Density:*

- The Regional Plan considers single unit, two unit and townhouse developments as low density housing. A total of 419 housing units are proposed comprised of 128 single unit dwellings (30.5% of the total), 108 semi-detached housing units (25.8%), 55 townhouse units (13.1%) and

128 apartment units (30.5%) within two four storey multi-unit buildings. This is a reasonable mix of low to medium density housing units as contemplated for a suburban local centre. A site has also been reserved for a commercial convenience use.

- The gross density of this development is 6 units per acre which is the same allowed in residential designations under the Bedford South and Bedford West Secondary Planning Strategies previously adopted by Regional Council. Bedford South is designated as a “suburban local centre” by the Regional Plan where as Bedford West is designated as a “suburban district” centre. For comparison, if this site was to be developed exclusively with single unit dwellings in accordance with the R-1 zone standards of the Sackville Land Use, a maximum gross density of four units per acre would be expected resulting in at least 140 less housing units.

*Compatibility:*

- The site is well situated to allow for a relatively higher density of development associated with central services without detracting from the character of the neighbouring low density developments serviced with on-site systems. The Memorial Gardens cemetery property provides effective physical and visual separation between this development and the houses off Lindforest Court and the proposed Highway 101 - Sackville Drive connector road provides an effective buffer from the adjacent residents in Westwind Ridge Subdivision to the north. The applicant has provided two cross-sections with photographs to illustrate the buffer afforded between the proposed apartment buildings and the adjacent residences on Westwind Ridge Road (see Attachment C).
- The site abuts the Wesleyan Church property to the south at the intersection of Sackville Drive and Melham Drive where a development agreement was recently approved to allow for a church and 44 units of semi-detached housing and townhouses. The applicant has proposed single unit dwellings on lots with 40 feet of street frontage abutting townhouse lots in the Wesleyan Church development. These are considered compatible developments.

*Tree Retention:*

- A tree retention area is to be maintained along Sackville Drive where 35 single units were previously approved in the 1996 subdivision application. This subdivision application is still permitted under amendments adopted to the CDD zone provisions concurrently with the Regional Planning Strategy. Under this agreement, the applicant has agreed to forego the right to develop these lots in order to maintain a tree retention area along Sackville Drive.

By eliminating the driveways associated with this development, the safety and efficiency of traffic movement on Sackville Drive is improved and the trees should help to maintain the rural parkway ambiance along this section of the road. Tree retention areas will also be maintained throughout the subdivision which are illustrated on Schedule E of the development agreement.

*Subdivision Design:*

- Single unit dwellings with 50 feet of street frontage are located on streets which serve as collector roads within the subdivision and the more dense developments (single units on 40 foot lots, semi-detached and townhouse units) are located on cul-de-sacs.
- The commercial component of the development is located adjacent to the subdivision entrance road with access to the Highway 101-Sackville Drive connector which allows for convenient use by local residents without causing additional traffic levels on the local street system. The access to the multiple unit dwelling site is also in close proximity to the entrance road which helps to maintain low traffic levels on local streets.

*Phasing:*

Traffic from this development would have direct access to both Sackville Drive (a designated collector road by the Regional Plan) and the proposed interchange connector road, expected to be completed in 2009. Municipal Service Specifications would allow subdivision approvals to be granted for a maximum of 300 dwelling units from Sackville Drive before access is established to the connector road. Therefore, the develop will be constructed in phases as per Schedule C of the development agreement.

*Transportation:*

- The agreement would require the applicant to construct a north bound left hand turning lane on Sackville Drive to the entrance road to this subdivision, designed and approved in accordance with municipal specifications. A consultant's study had concluded that the turning lane was warranted to allow for safe and efficient movement of traffic between this development and Sackville Drive.
- The development is in close proximity and easily accessible to a proposed park and ride and express bus (Metro Link) facility which would be consistent with guiding principles expressed by the Regional Plan to "manage development to make the most effective use of land, energy, infrastructure, public services and facilities" and to "develop integrated transportation systems".
- There would be no street connections with neighbouring subdivision streets so local traffic patterns would not be affected. A series of sidewalks and walkways are proposed throughout the subdivision which would allow pedestrian access to Sackville Drive and to the elementary school on Old Sackville Road via a walkway connection to the Wesleyan Church development.

*Parkland:*

- A neighbourhood park will be dedicated within the subdivision and additional lands will be acquired for parkland on lands immediately to the west of the Memorial Gardens cemetery

property (the dedications are illustrated on Schedule B to the agreement). This latter parcel, which abuts a watercourse, is intended to allow for a pedestrian connection from an existing park dedication on Lindforest Court to the new development.

- The applicant has proposed to undertake site preparation work on both dedications as part of the park dedication requirement of the Regional Subdivision By-law. An agreement regarding final boundaries and specific work to be undertaken will be made in consultation with parkland planning staff.

*Sewer and Water Services:*

- The development is estimated to have a density of 17.3 persons per acre. Halifax Water has advised that a density of 18 persons per acre was assumed over these lands for the design of sewer and water mains in Sackville Drive.
- Servicing schematics for the water distribution, sanitary sewer and stormwater systems have been reviewed by Halifax Water and staff which are attached to the agreement as schedule F, G and H. More detailed plans will be prepared in accordance with the Municipality's design specifications and submitted for approval with subdivision applications.
- A sewer redevelopment charge will be collected from all developments within this subdivision at the time building applications are submitted in accordance with the Municipality's Sewer Charges By-law (By-law S-100). Halifax Water is satisfied that the estimated amount of money to be collected will be sufficient to recover the proportional share from these lands for sewer and water mains installed along Sackville Drive as was agreed to at the July 3, 2007 session of Regional Council.

The staff report had originally proposed that the funds be recouped through a capital cost contribution charge imposed under the development agreement. Staff subsequently determined that the required funds could be recouped under the by-law provisions.

*Environmental Protection:*

The proponent has agreed to prepare detailed erosion and sedimentation control plans at the time of subdivision application and post financial security to ensure work is completed in a satisfactory manner (see Part 5 of the agreement).

*School Board:*

The Halifax Regional School Board has reviewed this proposal with the projected rate of development provided by the applicant and has advised that overcrowding of the schools serving this area may be expected, particularly the Sackville Heights Elementary School (the correspondence provided by the School Board is presented as Attachment D). In the event of overcrowding,



students from this development will be bused to other schools in the community where capacity is available.

*Public Consultation:*

A public information meeting was held on May 30, 2007 to consider the development agreement application by Anahid under the existing policy provisions and the alternative proposal by Regional Council where the lands would be developed in accordance with the R-1 zone provisions of the Land Use By-law. The notification area for the meeting is illustrated on Map 4 and the meeting minutes are presented in Attachment E.

The plan amendment directive by Regional Council to rezone these lands to R-1 has been deferred pending a decision by the Community Council on the development agreement application.

**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 and the work 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, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

**ALTERNATIVES**

1. Council may approve the proposed agreement. This is the recommended course of action.
2. Council may choose to approve the proposed development Agreement subject to modifications. Such modifications may require further negotiations with the applicant and revisions to the schedules attached to the Agreement.
3. Council may choose to refuse the proposed development agreement, and in doing so provide reasons based on conflict with existing Municipal Planning and Secondary Planning Strategy policies. This is not recommended for the reasons stated in this report.

**ATTACHMENTS**

- |        |  |
|--------|--|
| Map 1: | Regional Planning Strategy - Generalized Future Land Use Designations  |
| Map 2: | Urban Service Area Boundary of the Regional Subdivision By-law         |
| Map 3: | Sackville Planning Strategy - Generalized Future Land Use Designations |

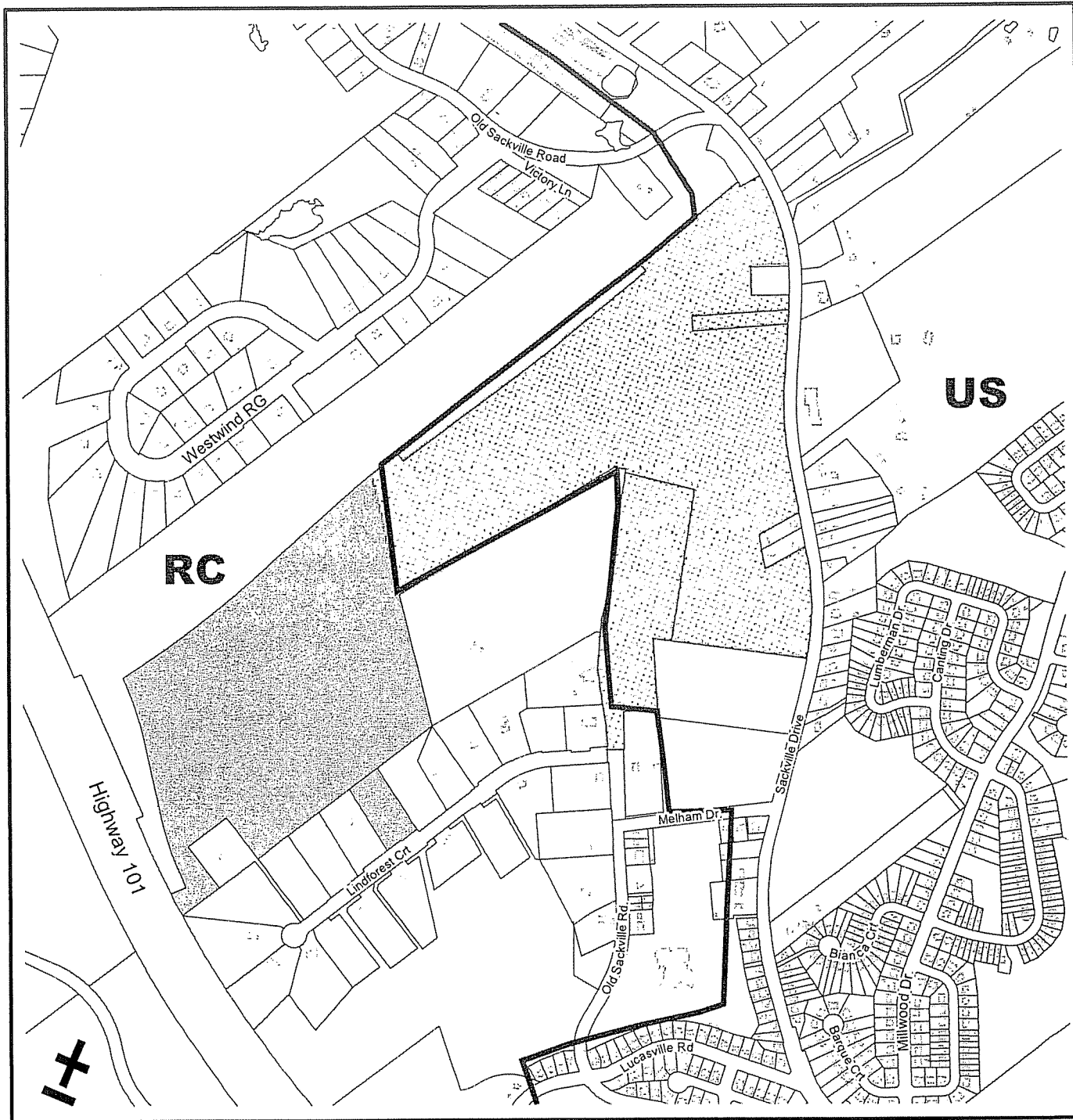
- Map 4: Zoning under Sackville Land Use By-law and Public Information Meeting Notification Area
- Attachment A: Proposed Development Agreement
- Attachment B: Policy Criteria and Summary Evaluation
- Attachment C: Cross-Sections and Photographs
- Attachment D: Correspondence from Delaine Clyne, Planner, Halifax Regional School Board, dated 19 July 2007, re: Case 001027, Development Agreement Application, Middle Sackville
- Attachment E: Minutes of May 30, 2007 Public Information Meeting

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: Paul Morgan, Planner, Community & Regional Planning, 490-4482





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



**Map 1 Regional General Future Land Use**

Sunset Ridge Residential/  
Commercial Development

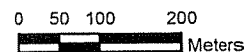
Subject Property

-  Area 1
-  Area 2

Sackville Plan Area

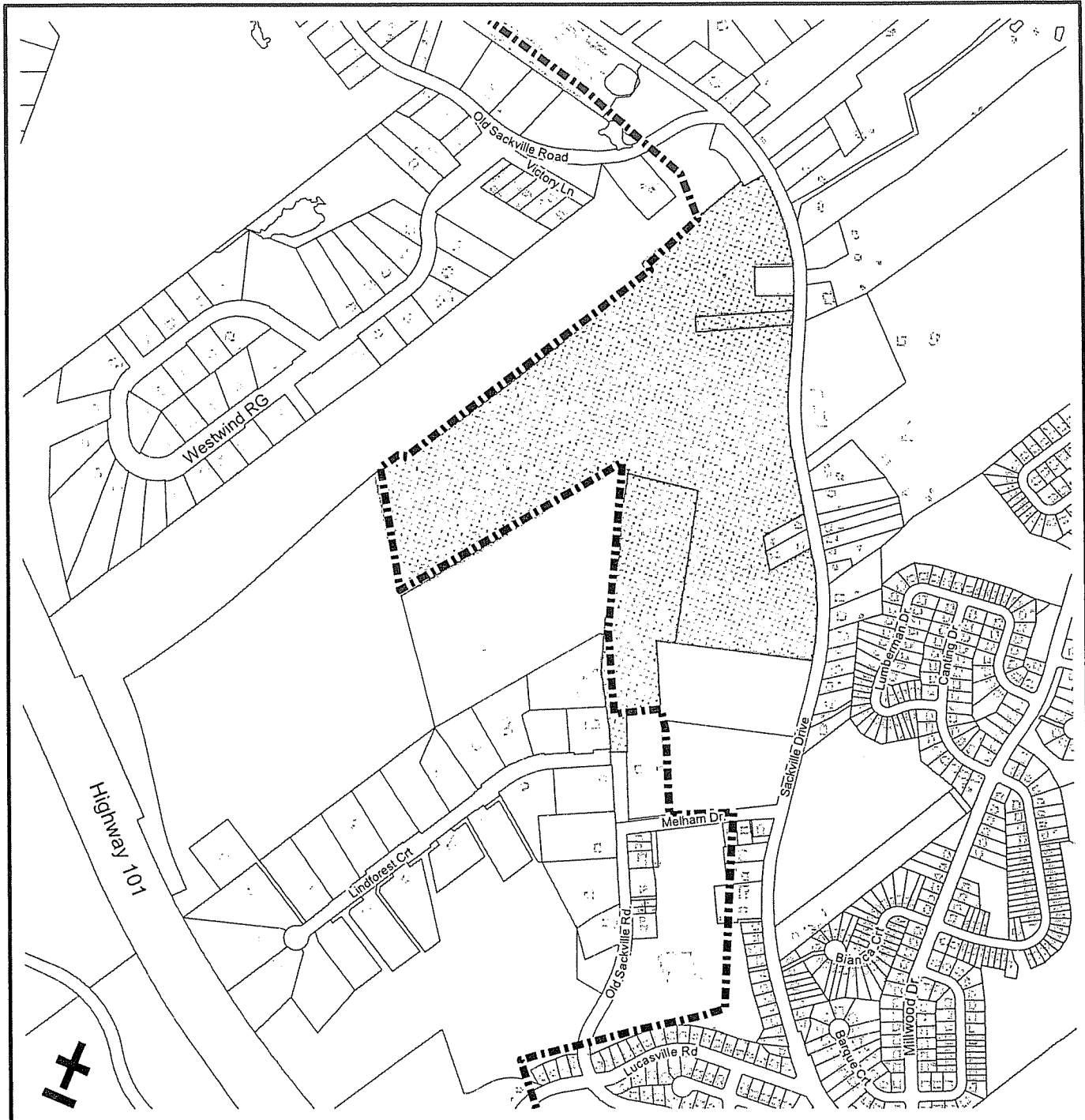
**Designation**

- RC Rural Commuter
- US Urban Settlement



This map is an unofficial reproduction of a portion of the Regional Generalized Future Land Use Map for the Sackville Plan Area.


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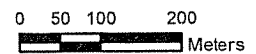
**Map 2 Urban Service Area Boundary**

Sunset Ridge Residential/  
Commercial Development



 Property subject to  
Development Agreement

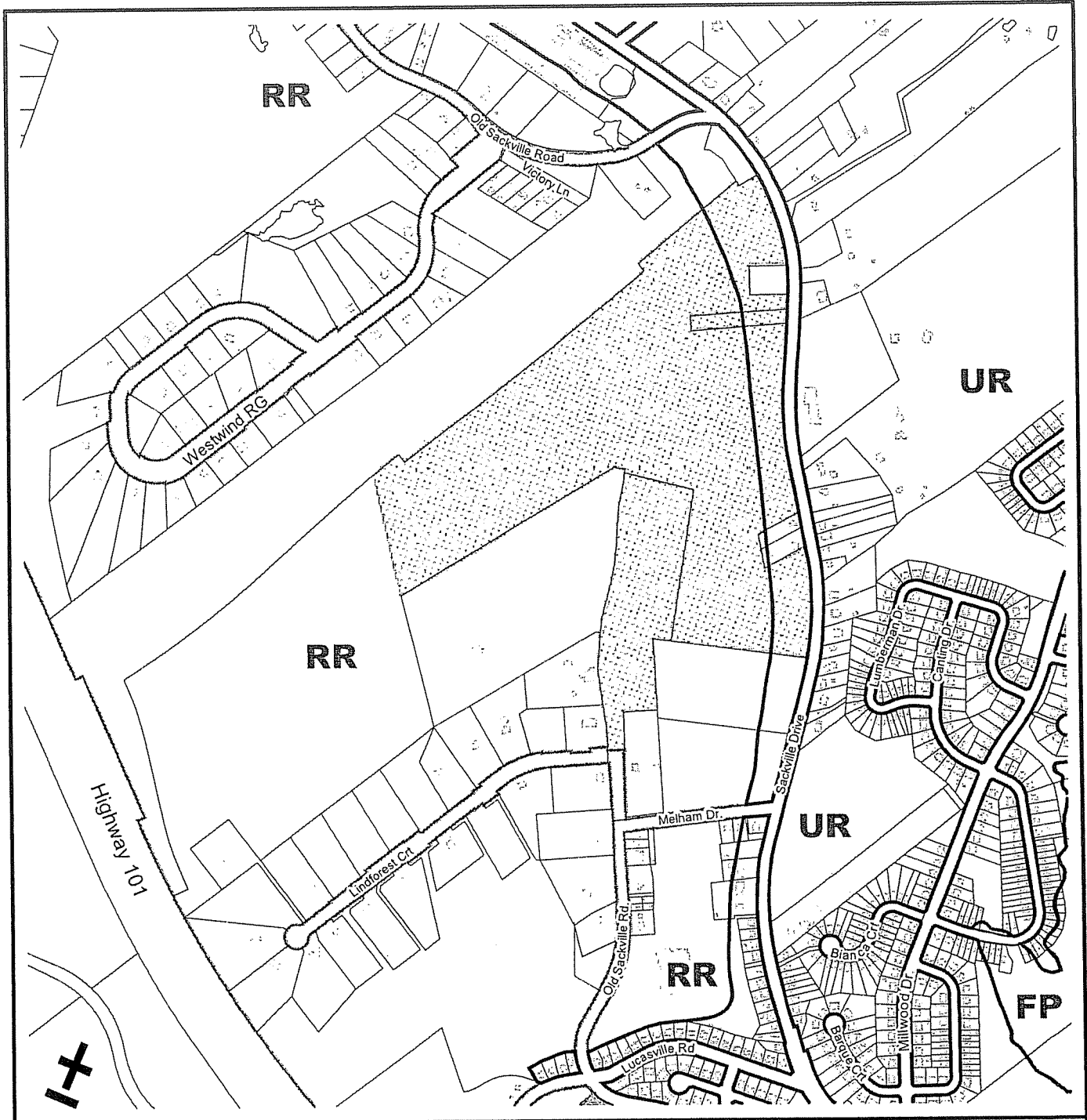
 Urban Service Boundary



Sackville Plan Area


This map is an unofficial reproduction of a portion of the Service Boundary Area requirements for the Sackville Plan Area.

HRM does not guarantee the accuracy of any representation on this plan.



**Map 3 General Future Land Use**

Sunset Ridge Residential/  
Commercial Development


 Property subject to  
Development Agreement

Sackville Plan Area

**Designation**

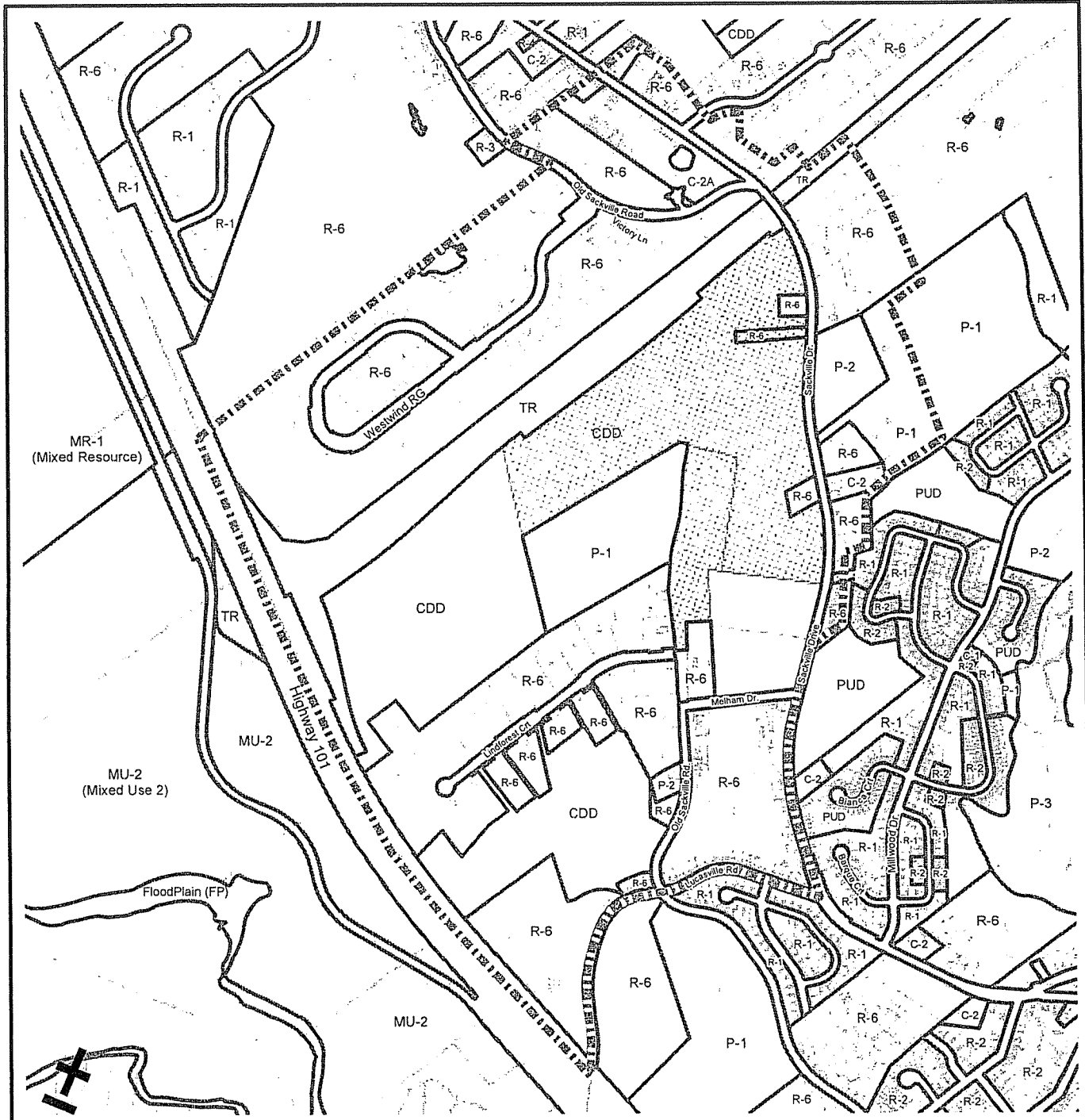
UR Urban Residential  
RR Rural Residential  
FP Flood Plain

**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES

0 50 100 200  
 Meters




This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Sackville Plan Area

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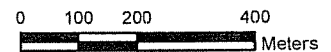
**Map 4 Location and Zoning**

Sunset Ridge Residential/  
Commercial Development

-  Subject Property
-  Area of notification
-  Planning District 15, 18, & 19
- Sackville Land Use By-Law Area

**Zone**

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-3 Mobile Dwelling
- R-6 Rural Residential
- C-1 Local Business
- C-2 Community Commercial
- C-2A Minor Commercial
- P-1 Open Space
- P-2 Community Facility
- P-3 Floodplain
- CDD Comprehensive Development District
- PUD Planned Unit Development
- TR Transportation Reserve



This map is an unofficial reproduction of a portion of the Zoning Map for the Sackville Land Use By-Law Area

HRM does not guarantee the accuracy of any representation on this plan

ATTACHMENT A

THIS AGREEMENT made this                    day of, 2008,

BETWEEN:

**ARMCO CAPITAL INCORPORATED**  
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY,**  
a body corporate, in the County of  
Halifax, Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located between Highway 101 and Sackville Drive in Middle Sackville, referenced by P.I.D. Nos. 40281479 and 40875346, and which said lands are more particularly described in Schedule "A" to this Agreement ("the Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a development agreement to allow for subdivision and development of the Lands pursuant to the provisions of the Municipal Government Act, Halifax Regional Municipal Planning Strategy and the Municipal Planning Strategy and Land Use By-law for Sackville;

**AND WHEREAS** North West Community Council ("the Community Council") approved this Agreement at a meeting held on (enter approval date), 2008;

**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 and use of the Lands shall comply with the requirements of the Sackville Land Use By-law (“the Land Use By-law”) and the Regional Subdivision By-law for Halifax Regional Municipality (“the Subdivision By-law”), as may be amended from time to time.

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

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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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 HRM 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.

**1.4 Conflict**

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.

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 regulations, by-laws or codes applicable to any 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 AND AGREEMENT**

2.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law.

2.2 In this Agreement, unless the context otherwise requires:

- (a) "Community Planning Strategy" means the Municipal Planning Strategy for Sackville, as amended from time to time.
- (b) "Regional Planning Strategy" means the Regional Municipal Planning Strategy of the Municipality.

## **PART 3 USE OF LANDS AND DEVELOPMENT PROVISIONS**

### 3.1 SUBDIVISION

3.1.1 Any subdivision application shall substantially conform with the permitted development, lot layout and minimum lot frontage and area design standards presented on Schedule B.

3.1.2 Unless otherwise acceptable to the Development Officer, subdivision applications shall be submitted in accordance with the Phasing Plan presented as Schedule C and the Development Officer shall grant subdivision approvals for the phase for which approval is sought subject to all applicable terms and conditions of this Agreement.

3.1.3 The Parties acknowledge that, prior to entering into this Agreement, the Municipality granted final subdivision design approval under the provisions of the former County of Halifax Subdivision By-law, referenced by the Municipality as file 19980686-19-F, for lots with frontage on Sackville Drive which are located within a tree retention area shown on Schedule E. In consideration of the benefits accrued by this Agreement, the Developer agrees that, upon registration of this Agreement, the said subdivision approval is null and

void and shall not be registered at the Registry of Deeds and, in the event that the said subdivision plan is registered at the Registry of Deeds prior to the registration of this Agreement, this Agreement shall be null and void and no municipal approvals shall be granted pursuant to its provisions.

### 3.2 SCHEDULES

The Developer shall develop the lands in a manner, which, unless otherwise provided for by this Agreement, are, in the opinion of the Development Officer, in conformance with the Schedules attached to this Agreement.

The Schedules are:

- Schedule A: Legal Description of the Lands
- Schedule B: Concept Plan
- Schedule C: Phasing Plan
- Schedule D: Streets, Sidewalks and Walkway Plan
- Schedule E: Tree Retention Plan
- Schedule F: Water System Plan
- Schedule G: Storm Water Plan
- Schedule H: Sanitary Sewer Plan

### 3.3 REQUIREMENTS PRIOR TO APPROVAL

3.3.1 No subdivision approvals shall be granted unless:

- (a) if required, a parkland dedication agreement has been entered into in accordance with the requirements of Section 3.6.1 of this Agreement; and
- (b) notification has been received from the Engineer that a left hand turning lane has been constructed in accordance with the requirements of Section 4.3.2 of this Agreement.

3.3.2 No municipal development permit shall be granted unless:

- (a) a lot grading plan has been prepared in accordance with the requirements of Section 3.5.9 of this Agreement and the plan has been approved by the Engineer; and
- (b) a landscaping plan has been prepared by a Professional Landscape Architect in accordance with the requirements of Section 3.8 of this Agreement.

- 3.3.3 No building permit shall be granted unless the Developer has completed the Municipality's MICI (Multi-unit/Industrial/Commercial/Institutional/Commercial) process for any multi-unit or commercial development.
- 3.3.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.3.5 No Occupancy Permit shall be granted for any multi-unit development or any commercial development unless a certification has been received from a Professional Landscape Architect in accordance with Section 3.8 of this Agreement.
- 3.3.6 Prior to the acceptance of any streets and municipal services within any phase of subdivision, the Developer shall provide the Development Officer with certification from a Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required by Part 5 of this Agreement.

### **3.4 GENERAL DESCRIPTION OF LAND USE**

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

- (a) 128 single unit dwellings;
- (b) 108 semi-detached dwelling units;
- (c) 55 townhouse units;
- (d) 2 multi -unit buildings containing a maximum of 128 dwelling units; and
- (e) a commercial development as prescribed by this Agreement.

### **3.5 DETAILED PROVISIONS FOR LAND USE**

- 3.5.1 Any single unit dwelling development shown on Schedule B shall conform with the R-1 (Single Unit Dwelling) Zone provisions and requirements of the Land Use By-law except that:
- (a) the lot frontage requirements may be reduced to the minimum presented on Schedule B; and
  - (b) the minimum side yard may be reduced to four (4) feet on one side provided that a minimum separation distance of twelve (12) feet is maintained between buildings.

3.5.2 Any semi-detached development shown on Schedule B shall conform with the provisions and requirements of the R-2 (Two Unit Dwelling) Zone of the Land Use By-law.

3.5.3 Any townhouse development shown on Schedule B shall conform with the provisions and requirements of the R-5 (Townhouse) Zone of the Land Use By-law except that the minimum side yard may be reduced to eight (8) feet and the requirements of Section 11.3(b) shall not apply.

3.5.4 Any multi-unit development shown on Schedule B shall:

- (a) have a maximum building height of four (4) habitable stories above grade exclusive from any underground parking area;
- (b) have a minimum of fifty percent (50%) of the required parking spaces located under the building or buildings;
- (c) have a walkway that extends from all public entrances of each building to a public sidewalk in front of the building; and
- (d) otherwise conform with the provisions and requirements of the R-4 (Multiple Unit Dwelling) Zone of the Land Use By-law except that the minimum required lot frontage shall not apply.

3.5.5 Any commercial development shown on Schedule B shall conform with the provisions and requirements of the C-2 (Community Commercial) Zone of the Land Use By-law except that uses shall be restricted to the following: retail stores; food stores; service and personal service uses; offices; commercial schools; banks and financial institutions; restaurants and take-out restaurants but shall not include drive-in restaurants; or re-cycling depots. A walkway shall extend from all public entrances of any building to a public sidewalk in front of the building.

3.5.6 Encroachments may be permitted in accordance with and subject to the following:

Structural Element	Location	Maximum Encroachment
sills, cornices, eaves, gutters, and chimneys	any yard	1.5 feet
window bays	front and rear yards	3 feet
decks	rear and side yards	4 feet provided that a minimum 4 foot side yard is maintained.

Open, roofed porches not exceeding 1 storey in height	front and rear yards	4 feet
steps and stairs	any yard	4 feet provided that a minimum 4 foot side yard is maintained

3.5.7 Any development of the Lands shall conform with the provisions and requirements of Parts 4 and 5 of the Land Use By-law.

3.5.8 The Municipality agrees that the variance provisions and procedures made under the Municipal Government Act shall apply to the development of the Lands permitted under this Agreement except that, where the Act references "land use by-law", the words "this Agreement" shall be substituted therefor.

3.5.9 Where any portion of a lot includes a non-disturbance area delineated pursuant to Section 3.7 of this Agreement, the non-disturbance area shall be shown on any lot grading plan submitted to the Municipality for approval in accordance with the Municipality's Lot Grading By-law and no development shall be permitted within the non-disturbance area.

### 3.6 PARKLAND

3.6.1 If required, prior to any subdivision approvals being granted, the Parties agree to enter into a park dedication agreement for the proposed parks illustrated on Schedule B and the agreement may contain terms for any site preparation or site development as agreed upon by the Development Officer.

3.6.2 The Developer shall submit a site preparation plan for the Neighborhood Park illustrated on Schedule B for approval by the Development Officer at the time subdivision approval is sought for Phase 3 and the site work shall be undertaken in accordance with this plan as a condition of acceptance by the Municipality.

### 3.7 TREE RETENTION

No trees shall be cut within the tree retention area illustrated on Schedule E except as provided for by this Agreement to allow for the installation of a municipal service system or to allow for the construction of a trail or parkland facility or as may otherwise be required for safety reasons or to prevent a hazard. The Developer agrees to show the tree retention areas as a non-disturbance area on any subdivision grading plan and any subdivision plan submitted for final approval with a note on the plan that no trees are to be cut within tree retention areas.

### 3.8 LANDSCAPING PLAN

Any municipal development permit submitted for a multi-unit development or commercial development pursuant to the provisions of Sections 3.5.4 or 3.5.5 of this Agreement shall include a landscaping plan, prepared by a Professional Landscape Architect in good standing, which illustrates the landscaping measures to be undertaken to all areas disturbed by construction. No Occupancy Permit shall be granted unless a Professional Landscape Architect certifies that the landscaping has been undertaken in accordance with the plan submitted for approval or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and twenty percent (120%) of the estimated cost of completing the landscaping plan.

## PART 4 STREETS AND MUNICIPAL SERVICES

### 4.1 General

All applicable construction shall satisfy the Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Engineer prior to undertaking the work. The Development Officer, in consultation with the Engineer, may give consideration to minor changes, provided the modifications serve to maintain or enhance the intent of this Agreement.

### 4.2 Off-Site Disturbance

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 Engineer.

### 4.3 Streets

4.3.1 Where any street is proposed to service townhouse developments and which said street is not proposed to be owned and maintained by the Municipality, no subdivision approvals shall be granted with lot frontage on the street and a note shall be placed on the subdivision plan that the Municipality does not own or maintain the street.

4.3.2 The Developer shall, at its own cost, construct a west bound left turning lane on Sackville Drive at the entrance to the street identified as Drive F on Schedule B. The turning lane shall conform with the Design Guidelines and the timing of construction shall be as directed by the Engineer.

#### 4.4 Water Distribution System

The water distribution system shall conform with the Halifax Regional Water Commission Design and Construction Specifications unless otherwise acceptable to the Water Commission.

#### 4.5 Sanitary Sewer System and Storm Drainage System

The sanitary sewer system and the storm drainage system shall conform with the Design Guidelines, unless otherwise acceptable to the Engineer.

#### 4.6 Solid Waste Facilities - Within Multi-Unit Buildings

The multi-unit buildings shall include a designated space for three stream (refuse, recycling and composting) 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. This solid waste storage area shall be screened from public view by means of opaque fencing or masonry walls with suitable landscaping.

### 5.0 ENVIRONMENTAL PROTECTION MEASURES

- 5.1. The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan for the development of the Lands. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented.
- 5.2. The Developer agrees to undertake all construction activities in accordance with the erosion and sedimentation control plan, unless otherwise directed by the Nova Scotia Department of the Environment and also agrees to assume sole responsibility for compliance with all environmental regulations of the Nova Scotia Department of the Environment. A security deposit in the amount of twenty thousand dollars (\$20,000.00) per phase shall be provided by the Developer in the form acceptable to the Municipality. In the event that two or more phases are under construction at the same time, an additional deposit of ten thousand dollars (\$10,000) shall be provided for each subsequent phase. The deposit shall be provided prior to the commencement of any clearing and grubbing, and may be transferred from phase to phase as development proceeds. The Municipality may use the deposit to remedy any and all environmental problems that may result from development of the Lands. The developer shall be responsible for all costs in this regard exceeding twenty thousand dollars (\$20,000.00). For any phase, the security deposit or the unused portion of the security deposit shall be returned to the Developer once any environmental problems that result from non-compliance with this Agreement are remedied or where no environmental problems have resulted, upon acceptance of the primary and secondary services by the Municipality;

- 5.3 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 5, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Engineer to ensure compliance with the erosion and sedimentation control plan.

## **PART 6: AMENDMENTS**

### **6.1 Substantive Amendments**

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

### **6.2 Non-Substantive Amendments**

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

- (a) amendments to the Concept Plan presented as Schedule B to this Agreement provided that the Community Council is satisfied that such amendments are minor and conform with the intent and all applicable policies of the Community Planning Strategy and Regional Planning Strategy;
- (b) amendments to the development standards adopted under Parts 3 and 4 of this Agreement provided that the Community Council is satisfied that such amendments are minor and conform with the intent and all applicable policies of the Community Planning Strategy and the Regional Planning Strategy;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 8.3.1 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 8.3.2 of this Agreement.

In considering the approval of a non-substantive amendment under Section 6.2, property owners within five hundred (500) feet of the site shall be informed by mail at least ten (10) days in advance of the proposed amendment being considered by Council.

## **PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 7.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer.



- 7.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
  - (b) in the event that trees or other vegetation are removed in contravention to the requirements of section 3.7 of this Agreement, the Municipality may direct that a site rehabilitation plan be prepared with measures including but not limited to, the replanting of trees or vegetation of a similar size, age, and appearance within the disturbed area. The property owner shall pay all expenses associated with preparing and undertaking the plan. The Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property 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; and
  - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the *Municipal Government Act* or Common Law in order to ensure compliance with this Agreement.

## **8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **8.1 Registration**

A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia. The Developer shall incur all cost in recording such documents and shall provide all forms required by the Registry for the registration of this Agreement.

### **8.2 Subsequent Owners**

- 8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which is the subject of this Agreement until this Agreement is discharged by the Community Council.

8.2.2 Upon the transfer of title to any lot, the subsequent owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

### **8.3 Commencement of Development**

8.3.1 In the event that no subdivision applications have been submitted to the Municipality within two (2) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of the Community Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 In the event that all subdivision approvals permitted by this Agreement have not been granted within ten (10) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, the Community 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.

### **8.4 Completion of Development**

Upon the completion of the development or portions thereof, or after 5 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, the Community 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Community Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

) ARMCO CAPITAL INC.

)

)

per: \_\_\_\_\_

) per: \_\_\_\_\_

)

)

per: \_\_\_\_\_

) per: \_\_\_\_\_

**Sealed, Delivered and Attested  
by the proper signing officers of  
Halifax Regional Municipality  
duly authorized on that behalf  
in the presence of:**

) **HALIFAX REGIONAL MUNICIPALITY**

)

)

)

)

per: \_\_\_\_\_

) per: \_\_\_\_\_

)

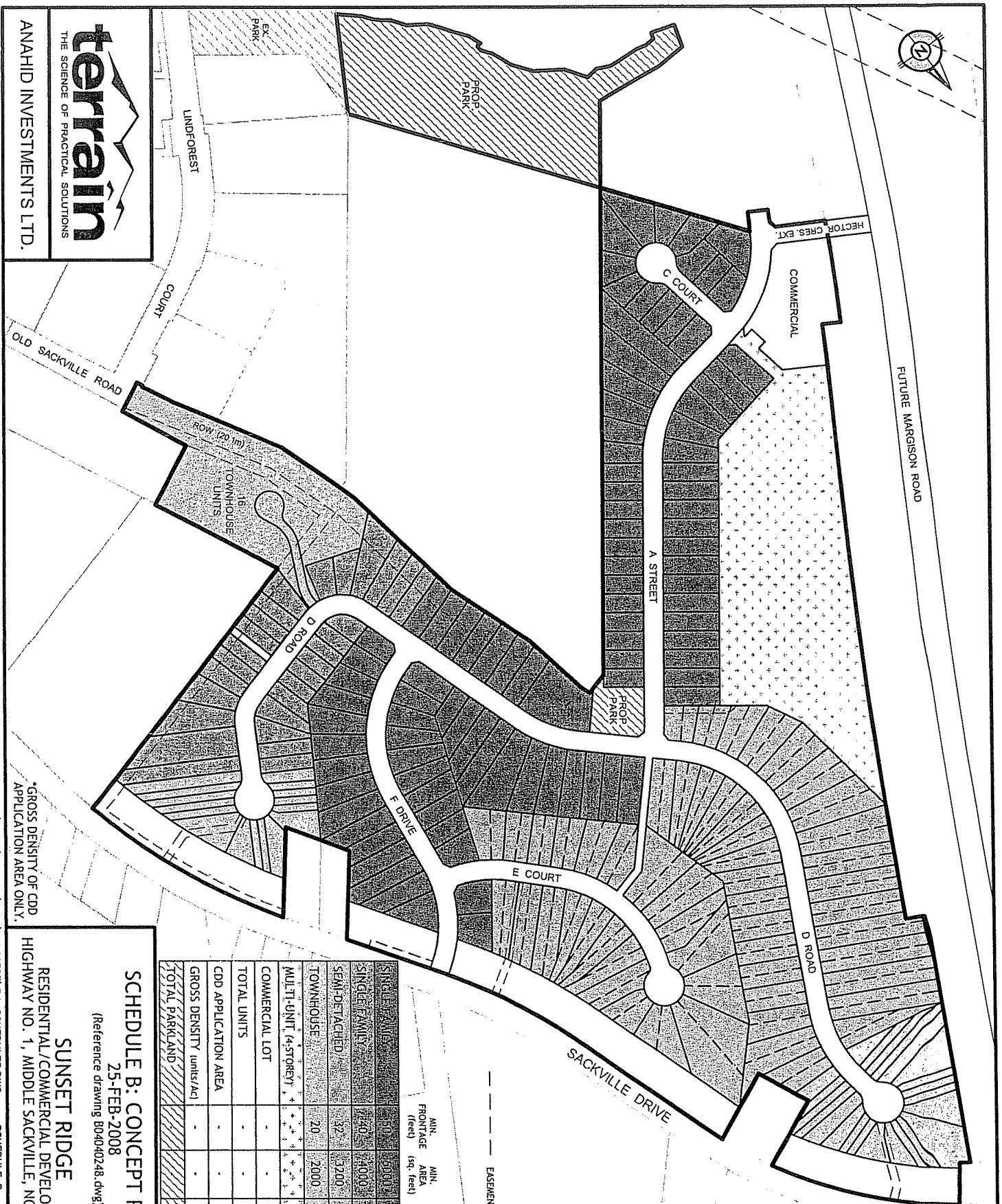
**MAYOR**

)

per: \_\_\_\_\_

) per: \_\_\_\_\_

**MUNICIPAL CLERK**



	MIN. FRONTAGE (feet)	MIN. AREA (sq. feet)	UNIT COUNT	%
SINGLE-FAMILY	40	4000	29	6.9
SEMI-DETACHED	32	3200	108	25.7
TOWNHOUSE	20	2000	55	13.1
MULTI-UNIT (4-STORY)	-	-	128	30.5
COMMERCIAL LOT	-	-	1	0.2
TOTAL UNITS	-	-	420	100%
CDD APPLICATION AREA	-	70 AC±	-	-
GROSS DENSITY (units/acre)	-	-	6.0*	-
TOTAL PARKLAND	-	-	-	5.3 AC±

**SCHEDULE B: CONCEPT PLAN**

25-FEB-2008  
 (Reference drawing B04040248.dwg)

**SUNSET RIDGE**

RESIDENTIAL/COMMERCIAL DEVELOPMENT  
 HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA

**TERRAIN**  
 THE SCIENCE OF PRACTICAL SOLUTIONS  
 ANAHID INVESTMENTS LTD.

\*GROSS DENSITY OF CDD APPLICATION AREA ONLY.



FUTURE MARGISON ROAD

COMMERCIAL

PHASE 6

PHASE 7

PHASE 5

D ROAD

C COURT

PHASE 4

A STREET

PHASE 3

PHASE 1

PHASE 2

PHASE 1

SACKVILLE DRIVE

PROP. PARK

EX. PARK

LINDFOREST

COURT

OLD SACKVILLE ROAD

ROW (20.1m)

D ROAD

F DRIVE

E COURT

**TERRAIN**  
THE SCIENCE OF PRACTICAL SOLUTIONS  
TERRAIN INVESTMENTS LTD.

--- PHASE BOUNDARY

### SCHEDULE C: PHASING PLAN

25-FEB-2008

(Reference drawing B04040248.dwg)

### SUNSET RIDGE

RESIDENTIAL/COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



FUTURE MARGISON ROAD

COMMERCIAL

HECTOR CRES. EXT.

C COURT

A STREET

PROP PARK

WALKWAY

SACKVILLE DRIVE

E COURT

E DRIVE

D ROAD

WALKWAY TO  
WESLEYAN  
CHURCH

PRIVATE  
DRIVEWAY

ROW (20.1m)

COURT

LINDFOREST

EX  
PARK

PROP  
PARK

OLD SACKVILLE ROAD



ANAHID INVESTMENTS LTD.

-----  
1.5m SIDEWALKS/  
1.8m WALKWAYS

**SCHEDULE D: STREETS, SIDEWALKS  
AND WALKWAY PLAN**  
25-FEB-2008 (Reference drawing B04040248.dwg)

**SUNSET RIDGE**  
RESIDENTIAL/COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



FUTURE MARGISON ROAD

HECTOR CRES. EXT.

COMMERCIAL

C COURT

A STREET

PROP. PARK

PROP. PARK

EX. PARK

LINDFOREST

COURT

OLD SACKVILLE ROAD

ROW (20.1m)

D ROAD

F DRIVE

E COURT

D ROAD

SACKVILLE DRIVE



TREE RETENTION AREA

### SCHEDULE E: TREE RETENTION PLAN

25-FEB-2008

(Reference drawing B0-040248.dwg)

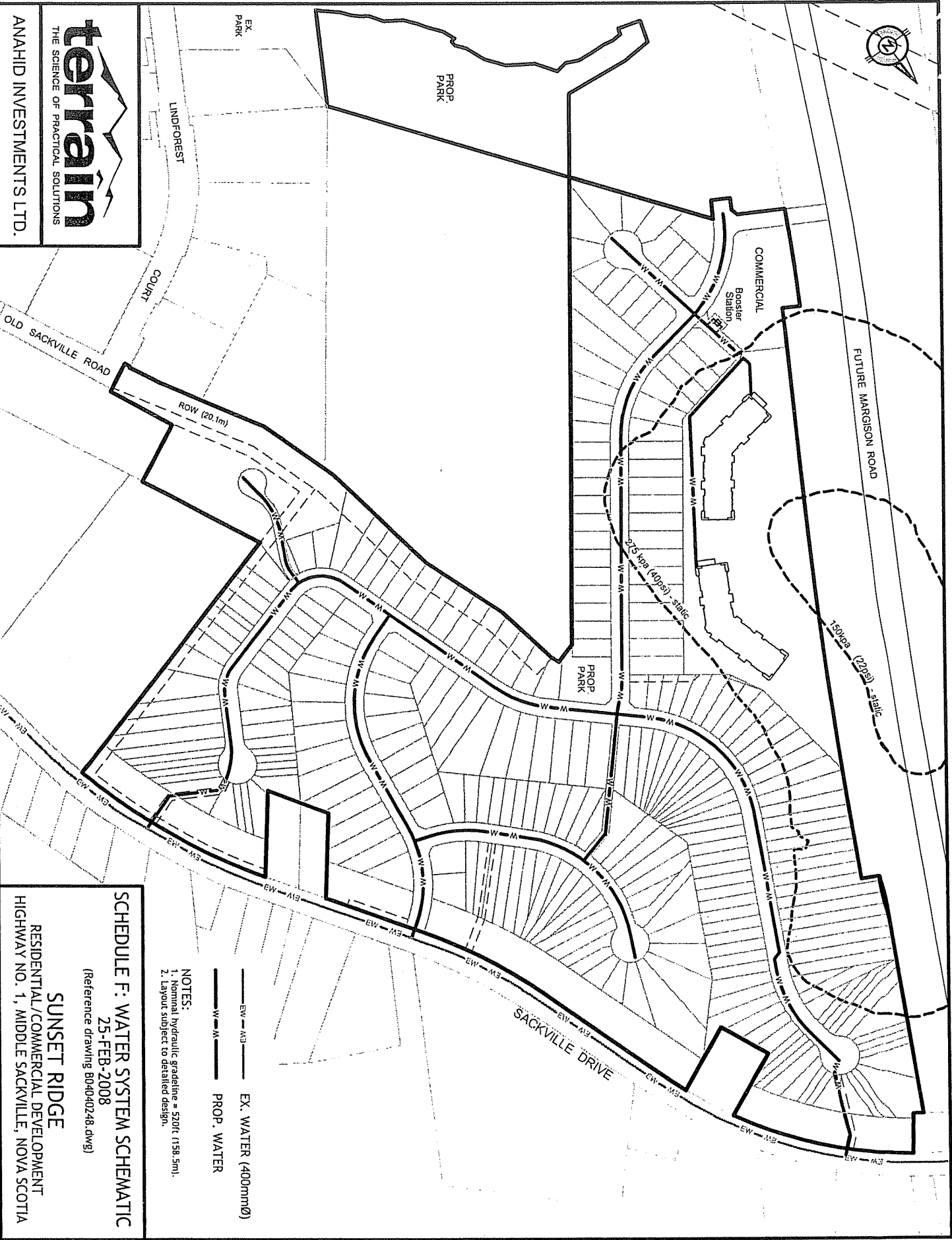
### SUNSET RIDGE

RESIDENTIAL/COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA

# Terrain

THE SCIENCE OF PRACTICAL SOLUTIONS

ANAHID INVESTMENTS LTD.

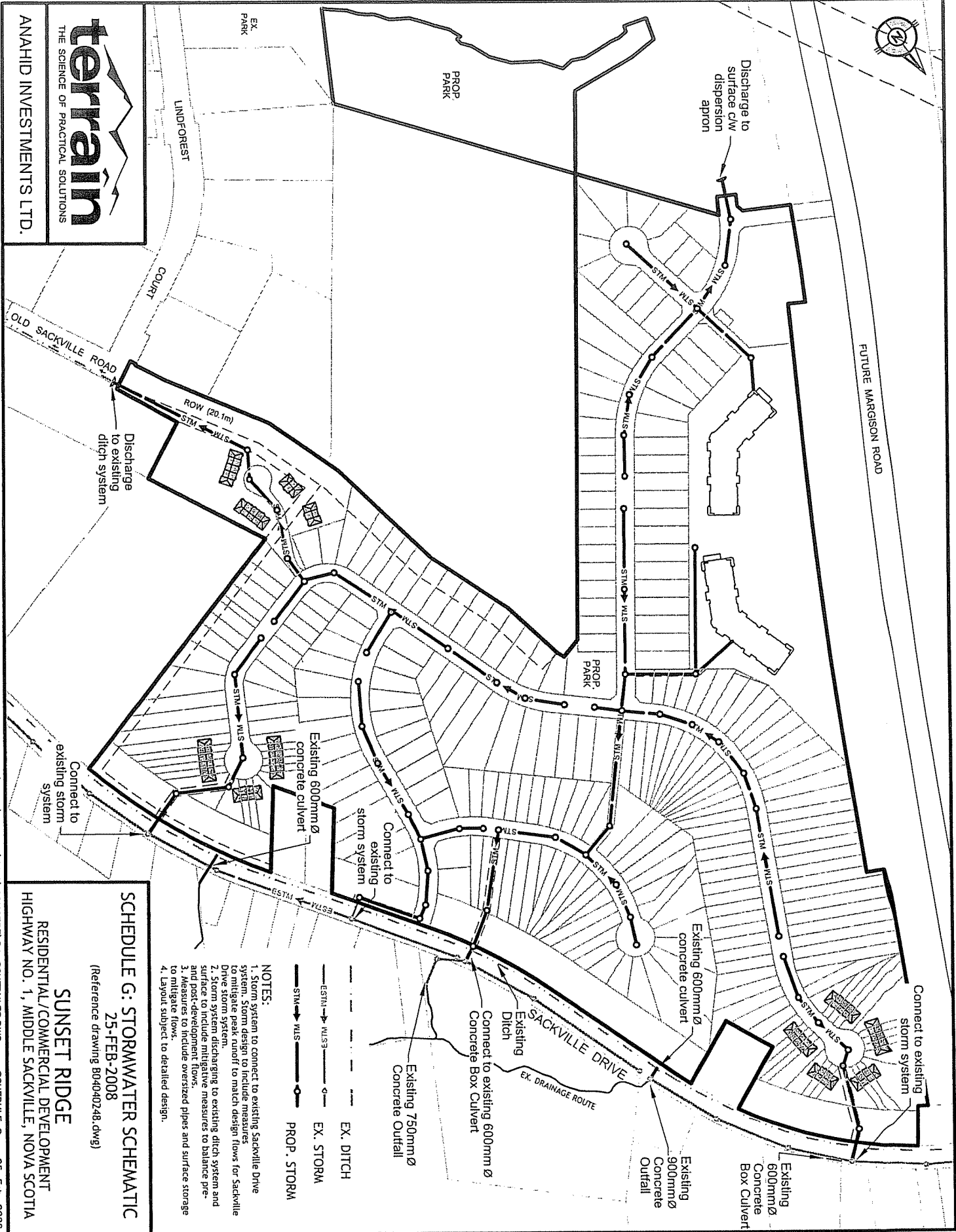


— EW — M3 — EX. WATER (400mmØ)  
 — W — M — PROP. WATER

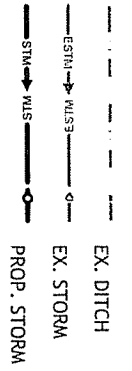
**NOTES:**  
 1. Nominal hydraulic grade line = 520ft (158.5m).  
 2. Layout subject to detailed design.

**SCHEDULE F: WATER SYSTEM SCHEMATIC**  
 25-FEB-2008  
 (Reference drawing: B04040248.dwg)  
**SUNSET RIDGE**  
 RESIDENTIAL/COMMERCIAL DEVELOPMENT  
 HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA





- NOTES:**
1. Storm system to connect to existing Sackville Drive system. Storm design to include measures to mitigate peak runoff to match design flows for Sackville Drive storm system.
  2. Storm system discharging to existing ditch system and surface to include mitigative measures to balance pre- and post-development flows.
  3. Measures to include oversized pipes and surface storage to mitigate flows.
  4. Layout subject to detailed design.



**Terrain**  
THE SCIENCE OF PRACTICAL SOLUTIONS  
ANAHD INVESTMENTS LTD.

**SCHEDULE G: STORMWATER SCHEMATIC**  
25-FEB-2008  
(Reference drawing 804040248.dwg)  
**SUNSET RIDGE**  
RESIDENTIAL/COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



FUTURE MARGISON ROAD

COMMERCIAL

PROP. PARK

EX. PARK

LINDFOREST

Court

OLD SACKVILLE ROAD

ROW (20.1m)

Private individual  
sanitary pumps  
required for  
townhouses

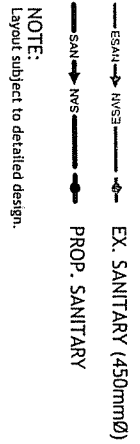
PROP. PARK

SACKVILLE DRIVE

Connect to existing  
sanitary system

Connect to existing,  
sanitary system

Connect to existing  
sanitary system



### SCHEDULE H: SANITARY SCHEMATIC

25-FEB-2008  
(Reference drawing B04040248.dwg)

SUNSET RIDGE  
RESIDENTIAL/COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



ANAHD INVESTMENTS LTD.

**Attachment B: Policy Evaluation Criteria and Summary Evaluation**

**1. Regional Planning Strategy:**

*SU-10 Notwithstanding Policy IM-9, HRM shall include within the Urban Settlement Designation and Urban Service Area approximately 21 hectares of undeveloped land within PID No's. 40281479 and 40875346, located in Middle Sackville along the west side of Sackville Drive in Middle Sackville. In considering approval of a development agreement for these lands pursuant to Policy SU-9, HRM shall have regard to the criteria specified in Policy SU-9 with the exception of items (f), (g) and (h). Further, to recognize the existing development rights on the portion of these lands which abut Sackville Drive, HRM shall through the Land Use By-law for Sackville, provide for the development of these lands as shown on approved final plan of subdivision file no. 19980686-19-F in accordance with the Rural Residential (R-6) Zone of the Land Use By-law for Sackville.*

*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:*

<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 uses are specified under Schedule B of the agreement. Staff is satisfied that this development would not detract from the character of the community (see discussion section on density and compatibility).
<i>(b) that adequate and useable lands for community facilities are provided;</i>	The parkland dedications are illustrated on Schedule B of the agreement. Parkland planning staff are satisfied with the proposed dedications.
<i>(c) any specific land use elements which characterize the development;</i>	A tree retention area has been maintained along Sackville Drive for a depth of at least 100 feet back from the front property line.

<i>(d) the general phasing of the development relative to the distribution of specific housing types or other uses;</i>	The phasing schedule is presented as Schedule C to the agreement.
<i>(e) that the development is capable of utilizing existing municipal trunk sewer and water services without exceeding capacity of these systems;</i>	Halifax Water has advised that the sewer and water mains in Sackville Drive were designed for a density of 18 persons per acre over this property. This development is estimated to have a density of 17.3 persons per acre.
<i>(i) provisions for the proper handling of stormwater and general drainage within and from the development;</i>	The stormwater schematic is presented as Schedule G to the agreement. The municipal approval engineer is satisfied with this proposal subject to compliance with the municipal service systems manual.
<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>	Summary review provided below.

*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:*

*(a) that the proposal is not premature or inappropriate by reason of:*

<i>(i) the financial capability of HRM to absorb any costs relating to the development;</i>	There are no direct costs to HRM attributable to this development.
<i>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i>	previously addressed
<i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i>	The School Board has advised that the schools serving this area could experience overcrowding in which case the students from this development would be bused to alternative schools.

<i>(iv) the adequacy of road networks leading to or within the development;</i>	This development would have direct access to Sackville Drive - a designated collector road - as well as the proposed connector road to the new Hwy. 101 interchange. A traffic study, approved by traffic engineering staff, concluded that the only deficiency was the need for a north bound left hand turning lane from Sackville Drive to this development which the applicant has agreed to pay for.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites;</i>	not applicable.

*(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:*

<i>(i) type of use;</i>	the type of use is specified by Schedule B of the agreement
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	The development standards for each use are specified under Section 3.5 of the agreement.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	A traffic study has been undertaken which recommends a north bound left hand turning lane be constructed on Sackville Drive at the entrance to the subdivision.
<i>(iv) open storage</i>	The uses permitted within the commercial development would not be expected to require open storage. Any open storage would be subject to screen requirements of the C-2 zone.
<i>(v) signs</i>	Any signs would be subject to the sign regulations adopted under the Sackville Land Use By-law.

*(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.*

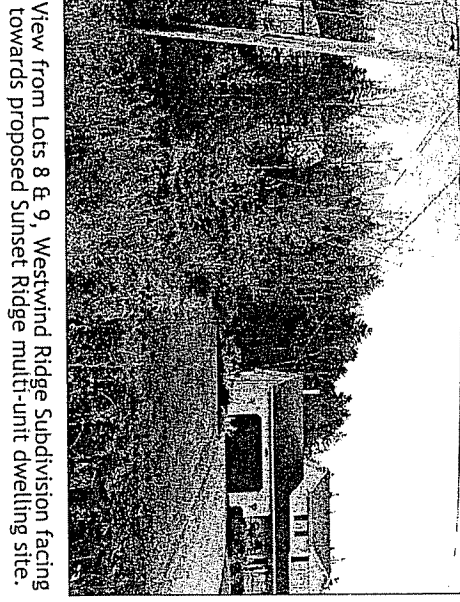
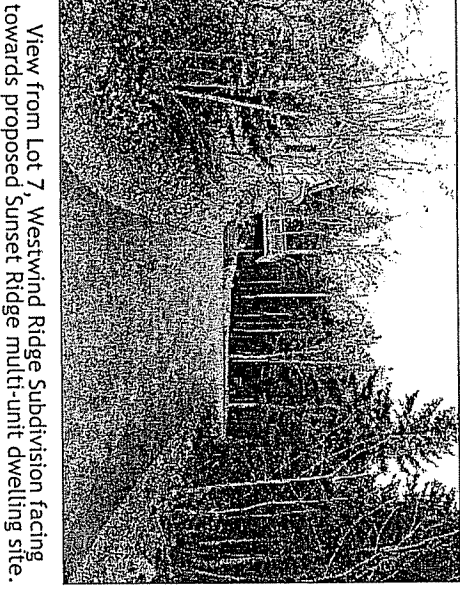
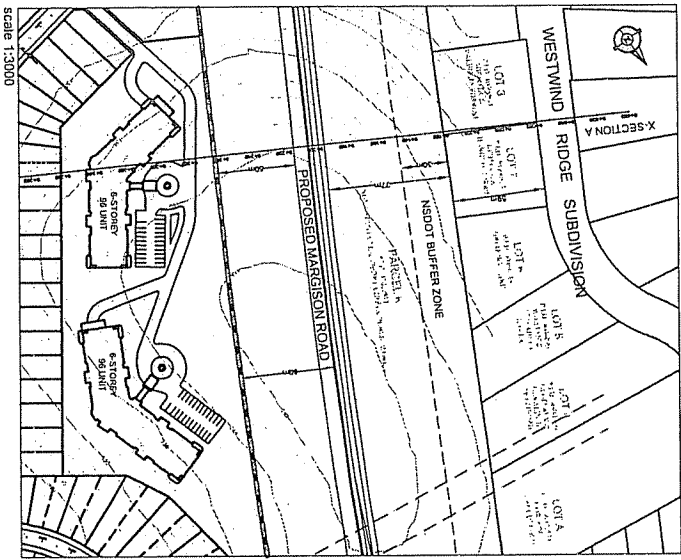
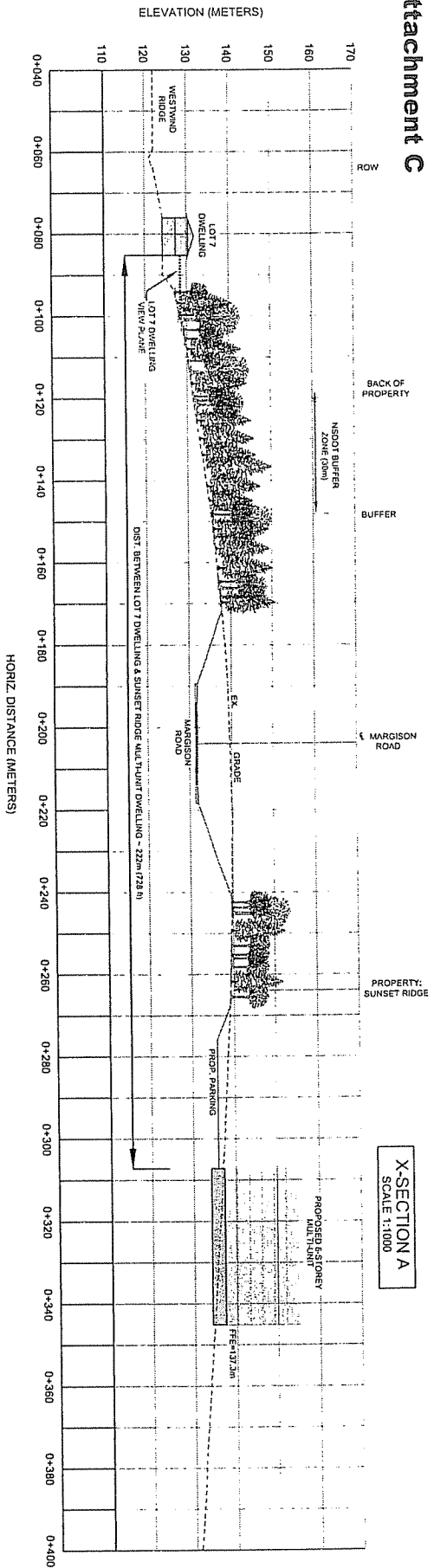
No watercourses have been identified on the site and there is no evidence of any marshes, bogs or flood prone areas. The lands are characterized by rolling hills which appear well drained.

## 2. Sackville Municipal Planning Strategy:

- IM-13 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:*
- (a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;*
  - (b) that the proposal is not premature or inappropriate by reason of:*
    - (i) the financial capability of the Municipality to absorb any costs relating to the development;*
    - (ii) the adequacy of sewer and water services;*
    - (iii) the adequacy or proximity of school, recreation and other community facilities;*
    - (iv) the adequacy of road networks leading or adjacent to, or within the development; and*
    - (v) the potential for damage to or for destruction of designated historic buildings and sites.*
  - (c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:*
    - (i) type of use;*
    - (ii) height, bulk and lot coverage of any proposed building;*
    - (iii) traffic generation, access to and egress from the site, and parking;*
    - (iv) open storage;*
    - (v) signs; and*
    - (vi) any other relevant matter of planning concern.*
  - (d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;*
  - (e) any other relevant matter of planning concern; and*
  - (f) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS.*

There are no matters arising from these criteria that have not been previously addressed.

# Attachment C

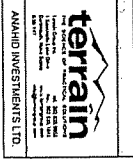


Margison Road interchange information (preliminary) obtained from Nova Scotia Dept. of Transportation and Public Works, 7+0-CC1-2007. Contour information and property mapping obtained from Nova Scotia Geomatics Centre and topographic survey.

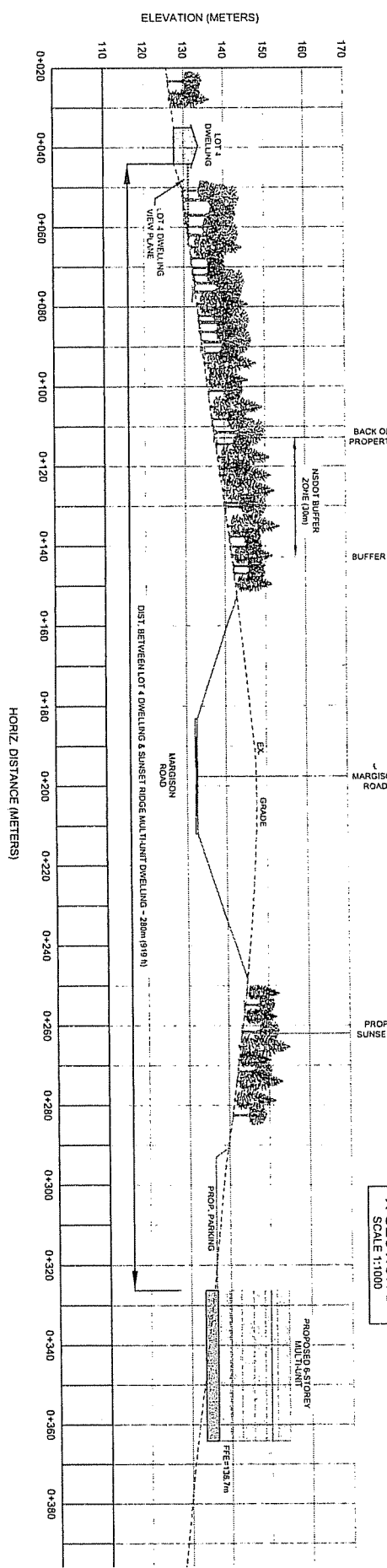
**PROJECT**

**X-SECTION A**

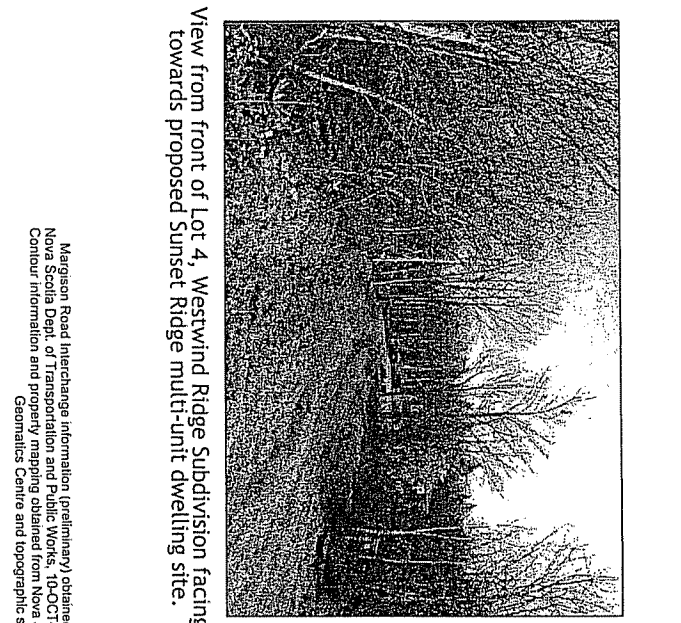
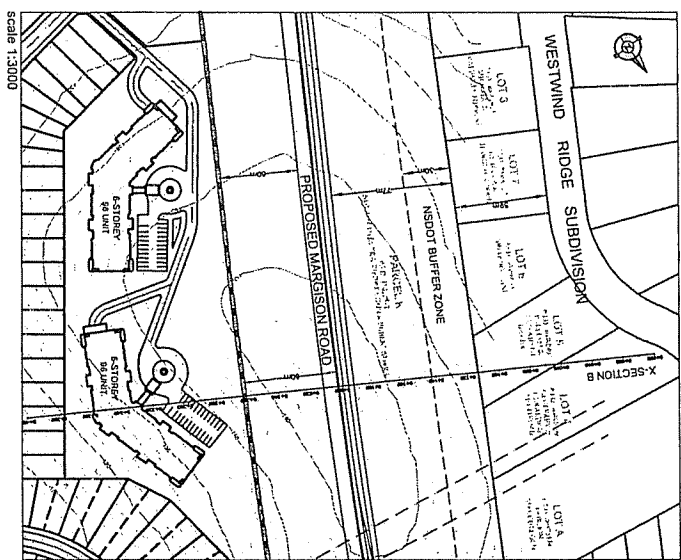
View Plane Analysts from Westwind Ridge Subdivision  
SUNSET RIDGE RESIDENTIAL/COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



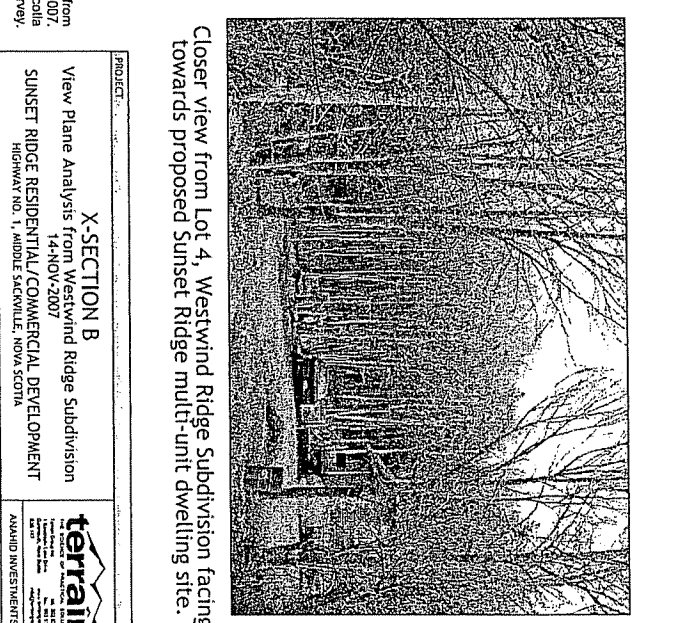
# Attachment C



**X-SECTION B**  
SCALE 1:1000



View from front of Lot 4, Westwind Ridge Subdivision facing towards proposed Sunset Ridge multi-unit dwelling site.



Closer view from Lot 4, Westwind Ridge Subdivision facing towards proposed Sunset Ridge multi-unit dwelling site.

Margison Road Interchange information (preliminary) obtained from Nova Scotia Dept. of Transportation and Public Works, 10-OCT-2007. Contour information and property mapping obtained from Nova Scotia Geomatics Centre and topographic survey.

**PROJECT:**  
View Plane Analysis from Westwind Ridge Subdivision  
14-NOV-2007  
**SUNSET RIDGE RESIDENTIAL/COMMERCIAL DEVELOPMENT**  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA

**X-SECTION B**

**terrain**  
Landscape Architecture  
2000 University Ave. Suite 200  
Halifax, NS B3K 2C1  
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AMAND INVESTMENTS LTD.



**Attachment D**



**Research, Policy and Planning**  
 90 Alderney Drive  
 Dartmouth, Nova Scotia  
 B2Y 4S8  
 Tel: (902) 464-2000 Ext. 2277  
 Fax: (902) 464-2336

19 July 2007

Mr. Paul Morgan  
 Planner  
 Halifax Regional Municipality  
 P.O. Box 1749  
 Halifax NS B3J 3A5

Dear Mr. Morgan:

**Case 01027 – Development Agreement Application, Sunset Ridge in Middle Sackville**

The Halifax Regional School Board (HRSB) recognizes this proposal is being considered by way of a development agreement. Further, MPS policy requires that staff and Council consider the potential impact of the development as it pertains to the existing school system.

The information provided indicated that the development is anticipated to consist of 457 units that will be phased in over 3 years with approximately 150 units built per year beginning in the latter part of 2008 or early 2009. The 457 units are anticipated to consist of various types as shown below, along with the potential students that could result from each type.

<b>Unit Type</b>	<b>Unit Count</b>	<b>Student Factor</b>	<b>Potential New Students (rounded up)</b>
Single Family (60')	34	.6	21
Single Family (50')	0	.6	0
Single Family (40')	149	.6	90
Semi-detached (32')	114	.45	52
Townhouse (20')	33	.45	15
Multi-unit Dwellings	126	.1125	15
Commercial Lots	1	0	0
<b>Total</b>	<b>457</b>	<b>n/a</b>	<b>193</b>

A potential phasing plan provided by HRM states that approximately 150 homes per year are anticipated in this development from the middle of 2008/2009 to the middle of 2010/2011. It is assumed that the impact on the local schools will begin in 2008/2009.

<b>Grades</b>	<b>2008/2009</b>	<b>2009/2010</b>	<b>2010/2011</b>	
Primary to 6	39	39	37	
Grades 7-9	13	13	13	
Grades 10-12	13	13	13	
<b>Total</b>	<b>65</b>	<b>65</b>	<b>63</b>	<b>193</b>

### Capacity of Schools Surrounding the Development

Students from the immediate surrounding area of this development are assigned to Sackville Heights Elementary School, Sackville Heights Junior High School, and Millwood High School. The area bordering the new development to the north is assigned to Harry R. Hamilton Elementary School, and the area to the east is assigned to Millwood Elementary School, both of which feed into Sackville Heights Junior High School and Millwood High School. Both Harry R. Hamilton Elementary School and Millwood Elementary School are at, or above, capacity and, as a result, have portables. New students from this development would not be directed to either of those elementary schools.

The data below indicates the current enrolments and capacities and includes all three elementary schools along with the junior and senior high schools.

School	Student Population Sept. 2006	Capacity Range	School Use Efficiency
Sackville Heights (PR-6)	290	393-459	63%-74%
Harry R. Hamilton (PR-6)	514	522-566	91%-98%
Millwood (PR-6)	473	418-454	4% over capacity
Sackville Heights Junior High (GR 7-9)	645	750-840	77%-86%
Millwood High (GR 10-12)	637	690-780	86%-92%

### Effect of New Development on Enrolments

Based on the potential new students from this development being assigned to Sackville Heights Elementary, Sackville Heights Junior High and Millwood High the following enrolments and capacity levels are predicted. **Values from 2008/09 onwards include the impact of new students from this development**

Year	Sackville Heights Elementary	Sackville Heights Junior High	Millwood High
2006/07	290 (63%-74%)	645 (77%-86%)	637 (86%-92%)
2007/08	300 (65%-76%)	619 (74%-83%)	668 (86%-97%)
2008/09	348 (76%-88%)	599 (71%-80%)	674 (86%-98%)
2009/10	401 (87%-over capacity)	581 (69%-77%)	671 (86%-97%)
2010/11	447 (97%-over capacity)	592 (71%-79%)	658 (84%-95%)
2011/12	442 (96%-over capacity)	580 (69%-77%)	625 (80%-91%)

These values assume that no other major new developments or demographic shifts occur that would affect the enrolments at these schools. It should be noted that some new streets from the Waterstone Village development off of Lucasville Road have already been assigned to these three schools.

**Conclusion**

Based on this evaluation it appears that Sackville Heights Elementary School will be affected greatly by this development and could conceivably be over capacity as early as 2009/2010. This is a concern as the other two nearby elementary schools are already experiencing capacity issues and would not likely be able to accommodate further students. There is a potential that some students from this development will have to be bussed to an elementary school in another area of Lower Sackville that has the required capacity. Therefore, HRSB respectfully suggests that staff and Council consider the potential negative impact this development may have on the existing school system, particularly Sackville Heights Elementary School, and the potential growth from as-of-right developments in the surrounding areas.

It should be noted these findings are based on current data as well as information provided by HRM Planning and Development Services. As these findings are based on projections, there is no guarantee that development will proceed in this form. Should any of these schools not be able to accommodate increased enrolments, the Halifax Regional School Board reserves the right to place the students in another school within the Board.

**Should Council approve the development and the situation arises that the schools do not have adequate capacity when the final approval is given by HRM, the students of this subdivision will be assigned to another school within the Board.** When the School Board is notified by HRM of the final decision regarding the planning application, the School Board will notify HRM of the assigned schools for this subdivision. Transportation of students will be provided as defined in the Board's transportation policy.

While there are no plans for new school construction in this area in the near future, the Halifax Regional School Board will be conducting a master planning process for all school facilities within the Board over the next three years. The communities representing the schools in the North Central area of HRM (including Bedford, Lower and Middle Sackville, Beaverbank and Fall River) are scheduled to be consulted in 2008/2009. While the pressures on suburban schools will be monitored in the interim, the master planning process will result in a 10-year strategy for the building, renovation or consolidation of facilities.

Should you require any additional information or if you would like to further discuss this situation, please do not hesitate to contact me directly or by way of e-mail.

Respectfully yours,

Delaine Clyne  
Planner, Operations Services

Enclosure

**Projected Growth of Student Enrolment**

Year 2008-2009														
	P	1	2	3	4	5	6	7	8	9	10	11	12	Total
Growth in enrolment from 150 Units	10	9	8	6	3	2	1	10	2	1	10	2	1	65

Year 2009-2010														
	P	1	2	3	4	5	6	7	8	9	10	11	12	Total
Growth in enrolment from 150 Units	10	9	8	6	3	2	1	10	2	1	10	2	1	65

Year 2010-2011														
	P	1	2	3	4	5	6	7	8	9	10	11	12	Total
Growth in enrolment from 150 Units	10	9	8	6	3	1	0	10	2	1	10	2	1	63

- Student Impact Calculations
  - The potential increase of students in residential single unit is determined at a rate of 60 students/100 units who are in grades primary through twelve.
  - The potential increase of students in semi-detached dwellings is determined at a rate of 45 students/100 units who are in grades primary through twelve.
  - The potential increase of students in townhouse dwellings is determined at a rate of 45 students/100 units who are in grades primary through twelve.
  - The potential increase of students in multi-unit dwellings is determined at a rate of 11.25 students/100 units who are in grades primary through twelve.
- It is assumed in each year that new students come into the system that 60% will be in P-6, 20% in Grades 7-9 and 20% in Grades 10-12 with the weighting of new students to the earlier years in order to conservatively estimate their impact on the school system.
- The anticipated growth within the existing school system for the years 2008/2009 to 2010/2011 is 193 students from this development.

**ATTACHMENT E: HALIFAX REGIONAL MUNICIPALITY PUBLIC  
INFORMATION MEETING  
CASE NO. 01027 - Sunset Ridge Subdivision**

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7 p.m.  
May 30, 2007  
2476 Sackville Drive, Weir Building

**HRM STAFF  
IN ATTENDANCE:**

Paul Morgan - Senior Planner  
Austin French - Manager of Planning Services  
Sophia Arbeau - Admin. Support  
Alden Thurston - Planning Technician

**ALSO PRESENT:**

Sara Brockman - Terrain Group  
Andrew Forsythe - Terrain Group  
Greg Zwicker - Terrain Group  
Rob MacPherson - Kimberly Lloyd  
Andrew Giles - Kimberly Lloyd  
Councillor Johns - District 19  
Councillor Harvey - District 20  
Councillor Martin - District 21

**PUBLIC IN  
ATTENDANCE:** Approximately 45

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The meeting commenced at approximately 7 p.m.

**1. Opening remarks/Introductions/Purpose of meeting**

Paul Morgan commenced the meeting by introducing members of staff in attendance and stressed that tonight's meeting was **only** a Public Information Meeting. The land is now zoned CDD (Comprehensive Development District) and the applicant has applied to enter into a development agreement for a residential community with a local commercial use.

**2. Overview of planning process**

Mr. Morgan detailed the planning process by way of a slide show presentation. He outlined and explained/pointed out the following:

- Middle Sackville is a “Suburban Local Centre”
- the Urban Settlement Boundary
- the applicant’s property being proposed for a development agreement
- a map showing the area of the CDD
- a map showing the Beaver Bank West Interchange and Connector
- the proposal for a Park and Ride area and the MetroLink

**3. Presentation of Proposal**

Greg Zwicker made a presentation covering the site, HRM planning documents and background. He went over a map of the land.

Rob MacPherson did a presentation of the development options.

Mr. Zwicker continued with a slide show presentation and covered the following items:

- Planning review
- R-1 option
- CDD option
- Growth Centre characteristics
- Planning Vision
- Land Uses and Transportation
- Urban Settlement Designation
- Map of HRM from the Regional Plan
- CDD Zone
- Proposed plan for CDD option
- Design Details for CDD option
- Policy Evaluation for CDD option
- CDD option and Transportation
- Policy SU-10 from Regional Plan
- Policy SU-9 from Regional Plan
- Policy SU-9, Section A
- Policy SU-9, Section B
- Policy SU-9, Section C
- Policy SU-9, Section D
- Policy SU-9, Section E
- Sanitary Sewer Schematic
- Water Schematics
- Policy SU-9, Section I
- Storm Water System Schematic
- Policy SU-9, Section J
- IM-15 DA Evaluation (9 slides on this topic)

- Summary of the CDD option
- Proposed areas and what they plan to put on lots (65% Single and Semi's, 34.8% Multi's (Condos) and 0.2% Commercial)

#### 4. Questions and Comments

Councillor Johns: If this land was to be rezoned back to R-1, would there have to be a public hearing?

Paul Morgan: Yes.

Councillor Johns: When it goes to Regional Council, can the land be taken out of Service Boundaries if that is what the community wants?

Paul Morgan: Theoretically, yes.

Councillor Johns: If Council changed the zoning back to R-1, then the Regional Plan could be amended?

Austin French: Yes, that's possible.

Audience Member: In terms of the switch at Berry Hills, was it just a coincidence that these services came in?

Austin French: We were aware this could happen and it's up to us to try and give lands outside Service Boundaries a chance to have those services. It was not a coincidence.

Audience Member: (Resident of Fenerty Road) I have paid taxes for thirty-five years and do not have municipal services. Councillor Johns says that she won't live long enough to see this. Is that true?

Austin French: It is very possible in that Council is able to have this done.

Councillor Johns: Are all those driveways for the houses being built directly on Sackville Drive going to be entering and exiting on the main street?

Rob MacPherson: This situation is a different one. They are going to have shared driveways which will cut the number of individual driveways in half. The driveways will have to be wider to accommodate the two dwellings sharing that access. This was approved years ago.

- Audience Member: There is going to be apartment buildings in there and a lot of singles and semis. Are there going to be adequate paths and walkways, so that the children going to school don't take their lives into their own hands by trying to walk down along Sackville Drive with no sidewalks?
- Rob MacPherson: We are going to have paths and walkways, and we are going to discuss sharing the expense with regards to some sidewalks.
- Audience Member: How many units are being proposed to be developed on this land?
- Rob MacPherson: The R-1 zoning would allow approximately 40 units per acre.
- Councillor Johns: How many units were allowed on this property prior to the Regional Plan?
- Rob MacPherson: Probably the same or a similar number of units.
- Audience Member: How many units or families would reside in these developments?
- Sara Brockman: There are approximately 450 units.
- Same Person: Does this include the condo units?
- Sara Brockman: Yes, including all condo units. This is a total of the number of units, not the structures.
- Audience Member: Why change the zoning from R-1 if they are able to have a similar number of units?
- Sara Brockman: These are not examples of R-1 options but rather examples of CDD options. There are different types of units, not just single dwellings.
- Audience Member: (Resident of Sackville and the Chairperson for the ACC board of the school) Have you considered the number of children that would raise the already busting numbers at these local schools? Who did you contact at the School Board?
- Sara Brockman: It was a planner with the Education Department. The impression she received was that they looked into the numbers in the surrounding schools and determined it was not going to be an issue.
- Same Member: From the knowledge and data she had for the surrounding schools, they are all at capacity or beyond capacity, so why would someone say there is no issue with increasing the number of children in the area? A name would make these statements more credible.



- Sara Brockman: That was the information she was given.
- Same Member: We are at and over capacity. We do not have the resources now to cover everything that our schools require such as special needs programs. Having the number of registrations going up by a possible 450 families is going to put their own children at an education block which is not fair. Do you have any plans to help build or fund a new schooling facility?
- Greg Zwicker: In terms of schools, they take the lead from the planners at the School Board and the Province. If there is a need for a school, they can consider reserving a portion of land that could be used for a school site if the Province had an interest in purchasing it to build a new school.
- Audience Member: The Province is not going to consider building any new schools; they are shutting them down. Even if the School Board says there is a need for another school, the Province is not going to foot any money for a new one. We have to use our heads here. It's the kids that are in question here. The numbers in the local schools are busting and was concerned with bringing in a whole bunch of additional kids to the area.
- Paul Morgan: This is a difficult situation. The School Board says they don't have enough room in the schools but they are not prepared to build any new schools. It is frustrating at times because they say there is no funding for any major upgrades. The best we can do is to let the School Board and the Province know where the development is going to be heading. In the Regional Plan we tried to identify the areas where we were predicting that this was going to happen.
- Audience Member: Was there a proposal for R-1 on the slide show?
- Paul Morgan: No, but he thought the road system would look very similar.
- Rob MacPherson: We are concentrating on the CDD option, but I do know that these cul-du-sacs would be extended. This one would have to be extended down to Sackville (pointed out). We wouldn't be able to get away with the design that we have here now. Through a development agreement you have more flexibility and options, and there would be more walkways and green spaces. With R-1, you go to Red Book standards where there is no room for variation. These roads would go in different areas and push out these slopes and go into the proposed green spaces. There would be a lot of changes and more roads. Other than that, the terrain would really not change much with the exception of the road addition. There would be more paved surfaces and more disturbance of the slopes, but generally the same locations.

- Valerie Gillis: Are there any other areas in HRM that still have a building moratorium?
- Austin French: The term “building moratorium” refers to a program that was in place about three years ago where HRM Council, in cooperation with the Province, established some interim growth areas. This placed severe restrictions on development in many areas of HRM while the Regional Plan was in progress. When the Regional Plan was approved by Regional Council last summer, the interim growth areas and their policies were removed from all the municipal planning strategies, with the Regional Plan being the new program on a go-forward basis.
- However, there were two areas of HRM where severe or significant restrictions on development were left in place; along the Beaver Bank Road and along the Hammonds Plains Road. Those restrictions were justified on the basis of unsafe conditions already existing on those two roads. Those restrictions would not be lifted until new alternative roadways are put in place. In the case of the Beaver Bank Road that would be the eventual completion of the Beaver Bank Bi-Pass. Within the Regional Plan it states that once this road is hooked up all the way through the Beaver Bank Road, then the policy that restricts development would be re-examined. He anticipated that development would then again be permitted.
- Audience Member: Last week one day at 5:30 p.m. it took people thirty-five minutes to go from Lower Sackville to the Fenerty Road. On another night she left Sobeys and was in her driveway on Fenerty Road in seventeen minutes. She did that by going to Mt. Uniacke and back. It’s just ridiculous. It doesn’t make sense that we allow all this development for housing but we are not laying the foundations for all of these people. We are putting the cart before the horse and its going to be a mess. It is a mess now.
- Austin French: One of the items that would be looked at by Council in the approval of the development agreement would be the phasing and timing of construction. If an alternative proposal is brought forward to amend the Regional Plan to have single family units, you would have lower density but that would be it. The development phase would be the decision of the developer. With a CDD zoning and a development agreement, it is possible, and quite likely in this case, that there would be requirements for the development to be phased with the development of new services.
- Audience Member: Development is going to be allowed to proceed the day the first car goes over that overpass?

- Austin French: The most likely scenario would be that a traffic analysis is done by the traffic engineers before development can occur. There would probably be some discussion and debate at Council about the approach.
- Audience: Mr. Morgan, do you live in Sackville?
- Paul Morgan: No, I am a proud South End Halifax resident.
- Austin French: I hope that answered your questions. The phasing would be something discussed by staff and the developer. Ultimately, it would be brought to Regional Council for consideration based on the information from the Traffic Study and would require certain portions of the development to be done in phases.
- Audience Member: Would the citizens have input at some point?
- Austin French: Yes, there would be a chance for people to comment in the early stages. This is why we hold public meetings to give the residents a chance to come out and voice their opinions. We take all the comments and concerns back with us and consider them in our decision process. The Public Information Meeting is considered your first opportunity to have some input on the project. Ultimately, Council has the final decision, but not without having heard any public input. Council holds a Public Hearing which is a very official process, and there is a requirement that everybody in attendance have an opportunity to have their say.
- Lee Daniels: (Resident of Forrest Court) I do not agree with any driveways being on Sackville Drive. I think this poses a lot of security violations and is a major hazard. There have already been a number of rear enders from similar properties having driveways that enter/exit on Sackville Drive in the last few months. What is HRM planning on doing for pedestrian safety for the P3 school at the corner where there are no sidewalks and now you're going to mandate that all of these children walk?
- Lynn Landry: (Resident of Old Sackville Road for eleven years) Something that no one cares to talk about is that there is no water coming up Old Sackville Road. We do have it on the Lucasville Road going to the P3 school which she can see from her house. Her home and others do not have any services at this time. There is a little bit of sidewalk which they graciously gave to these children to go there. They are putting in a pathway to generously let these children walk through the woods and go through two big ditches. One of the gentlemen in attendance tonight, has had a number of cars end up in the ditch in the front of his house. There is no way for the children to safely walk down this road, which has no services, ditches on both sides,

and non-stop traffic coming and going at all times. What is the developer willing to do, to ensure that sidewalks can be put down in Sackville to the P3 school and where are they going to put them? Since there are ditches there and no services, do they want to purchase parts of their properties to place sidewalks on, to send these kids to school? HRM does not want to put services in for her home, did not want to put sidewalks in for the safety of the children, and did not want to extend these services to the lady that has lived here for all those years. They don't want to do anything for the people that do not have the services. Her beef was not with the developer but rather with HRM. HRM wants revenue from taxes, but they don't care about the people that are already paying the taxes. HRM doesn't want to give them services or security for their children; they just want to get these services to the builder so they can get more taxes.

- Councillor Harvey: HRM does care and is concerned. The only reason why service is going up this road is because of the Lively Road issues. HRM and the Water Commission has been ordered to resolve the problem on that road. That's why services are going up there and is why these other opportunities have come up. Otherwise, services would not be going up that road. It's not being put up there just to develop three or four hundred lots on the side of the road. They are going to be there because of the possibilities that were opened with the Lively Road issues. The services have to go up there; the Municipality is under orders to do that.
- Audience Member: The fact still remains that the developer is going to make a royal mint by putting postage size lots in this area. Is there a proposal in place for sidewalks to go down both sides of the road for the safety of these children?
- Councillor Johns: Is there not a requirement through a CDD to require sidewalks along both sides of the road in this development? In this development along the Walker Connector Road, there were some conditions attached to the CDD that the developer extend sidewalks along both sides of the street. They weren't on his property, but adjacent to it. Would the same condition be in place here?
- Paul Morgan: Generally, the municipality can negotiate off site improvements as part of the development agreement. How much is reasonable? We don't know at this point. Our traffic engineers are well aware that there is a residence in this area that wants/requires sidewalks.
- Councillor Johns: For the record, that has been brought up for probably the past four years. Council is aware of it but has not placed it yet in the budget.

- Audience Member: I want to let you know how dissatisfied I am that my twelve year old has to walk to school almost three kilometres in all weather conditions. A sidewalk is necessary. It's a safety issue.
- Audience Member: Nobody here tonight has a big issue with the developers here tonight. This development is going to be good for us all.
- Audience Member: I have been paying taxes in Sackville for almost 12 years now and was still looking at a ditch instead of a sidewalk. That is an issue with the Municipality, not with the developer.
- Rob MacPherson: One of the benefits of going with the CDD option is that there is room for flexibility to look into other improvement suggestions, such as sidewalks. That is something they are going to look at to see what options there are for them to participate.
- Audience Member: Can a sidewalk be placed on a street that does not have sewer and water? Where are you going to put a sidewalk?
- Austin French: Typically, they would pipe the ditch with storm sewer. Water that is currently in the ditch would be redirected to the sewer further down the line. Then they would construct the sidewalk on top of that, which is the intention here. He was concerned that there isn't a sidewalk there now so they need to look at that in this agreement.

## 5. Adjournment

The meeting adjourned at approximately 9:30 p.m.