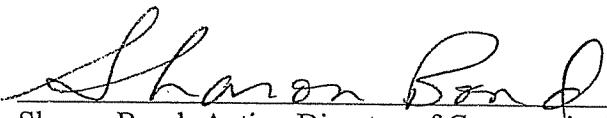




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

North West Planning Advisory Committee
December 05, 2007

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY: 
Sharon Bond, Acting Director of Community Development

DATE: November 7, 2007

SUBJECT: **Case 01044: Development Agreement - Church and Residential Development.**

ORIGIN

Application by W.M. Fares and Associates on behalf of Sackville Wesleyan Church to enter into a development agreement to permit a church and 44 unit residential development at the corner of Sackville Drive and Melham Drive, Middle Sackville.

RECOMMENDATION

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

1. Move Notice of Motion to consider a development agreement to permit a church and residential development at the corner of Melham and Sackville Drives, Sackville, as shown in Attachment "A", and schedule a public hearing;
2. Approve the proposed development agreement to permit a church and residential development as shown in Attachment "A"; 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 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.

BACKGROUND

W M Fares Group, on behalf of the Wesleyan Church of Lower Sackville, are proposing to develop a church and forty-four unit residential development at the corner of Melham and Sackville Drives (Map 2).

Proposal

The proposal consists of :

- two parcels of land (PIDs 41089004 and 41089012) equalling 13.14 acres;
- lands will be owned by a condominium corporation;
- access to the church and residential development will be via a new public road (Map 3)
- Residential Development - twelve semi-detached units and thirty-two townhouse units.
- Church - a 10,000 square foot (929 sq. m), one and a half storey building situated near the Melham and Sackville Drives intersection.

Policy and Zoning

The subject lands are designated Mixed Use C (MU-C) under the Sackville Municipal Planning Strategy (MPS) and zoned CDD (Comprehensive Development District) Zone (Map 1 and 2). The lands are located within the Serviceable Boundary.

DISCUSSION

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

Staff have reviewed the proposal and have determined that it is consistent with the relevant Plan policies. During the review process, a number of key issues were identified by staff and the public that required detailed evaluation and discussion such as:

1. Traffic

At the Public Information Meeting residents expressed concern about the impact of this and other proposed developments on the traffic along Sackville Drive. W.M. Fares submitted a comprehensive Traffic Impact Study which concluded that the volume of traffic generated by the proposed church and residential development should not have a significant impact on the performance of Sackville Drive. The conclusion of the study is supported by HRM Development Engineering.

2. Watercourse

The possibility of a watercourse/wetland at the northwest corner of the site was raised. Nova Scotia Department of Environment and Labour have certified that the area in question would not be considered a watercourse and as such, no additional measures are required to protect this area.

3. Environmental controls

Questions were raised regarding on-site water retention measures. The Developer has submitted a Preliminary Storm Water Management Plan, which was accepted by Development Engineering. The Developer will be required to submit a complete Storm Water Management Plan prior to issuance of Occupancy Permits (Section 3.3 of the proposed Agreement). In addition, approximately 2/3rds of the site will remain green which will increase on-site water retention.

An additional concern was expressed relative to the potential of finding Pyritic slate in this area. Section 5.1 of the Agreement requires the Developer to follow the Province of Nova Scotia Sulphide Bearing Material Disposal Regulations if pyritic slate is found on the subject lands.

4. Compatibility

Lands adjacent to this property are mainly developed with single and two unit dwellings. The vacant property to the north is currently under negotiation for a mixed residential development. The proposed mix of semi-detached and townhouse dwellings are in keeping with the residential nature of the area.

This proposal is one of the first large developments in the area to have full municipal services. Development in serviced areas is more dense than in areas with on-site services. The Sackville LUB provisions generally allow for neighbourhood densities ranging from 4 to 6 units per acre in serviced areas and less than 1 unit per acre in unserviced areas. The Developer has opted to retain open space which results in a density of approximately three units per acre. The proposed density is a balance between the two forms of development and is a transition between the unserviced and serviced areas.

To address compatibility concerns with the development W.M.Fares is proposing a number of measures with adjacent development. A 25 foot (7.62 m) natural buffer will provide separation between the proposed and existing development. Section 3.8 of the proposed Agreement requires that this buffer be maintained and protected. In addition, the dwellings will be sited closer to the new public road, which further increases the separation between the proposed and existing housing (Attachment B).

Architectural details have been introduced to improve the aesthetics of the development. The Agreement restricts the height of the residential units to 30' (9.14 m), to maintain the scale of surrounding dwellings. The residential dwellings must have recessed and projecting front elevations and the roof line must have secondary roof structures to ensure visual interest. In addition, the church and residential dwellings cannot be clad in vinyl; exterior materials shall be wood shingles, stone or equivalent (Section 3.6 of the proposed Agreement).

5. Servicing

The subject lands are located within a Serviceable Boundary and are capable of being serviced with Municipal sewer and water. Currently, trunk sewer and water are being extended along Sackville Drive to the Lively Subdivision. Development Engineering has indicated that this project can connect to municipal servicing systems. Prior to construction, a sewage flow monitoring program

must be implemented to ensure that the development does not exceed capacity (Section 5.5 of the Agreement).

6. Schools

The Halifax Regional School Board (HRSB) has indicated that Madeline Symonds Middle School and C.P. Allen High School are nearing capacity and the proposed development may have a negative impact on the existing school system. However, the HRSB stated that if the local schools do not have adequate capacity at the time of development, the students of this subdivision would be assigned to another school within the Board's jurisdiction.

7. Signage

In response to the expressed need for community signage, the Agreement requires a ground sign to be located at the corner of the site adjacent to the Sackville and Melham Drives intersection (Section 3.8) on private property.

8. Parks

When the proposed development is constructed, it will be owned and maintained by a condominium corporation. The proposed development will not trigger a parkland contribution. However, a series of private parks and pathways are provided for on-site recreation space which will be maintained by the condominium corporation. The recreational areas were reviewed under Crime Prevention Through Environmental Design (CPTED) principles and the recommendations were provided to the Sackville Wesleyan Church for consideration during construction.

Public Information Meeting

A public information meeting was held on July 4, 2007 with fourteen members of the public in attendance. Minutes of the meeting are provided as Attachment C. Concerns were expressed regarding increased traffic, potential watercourse, site excavation, stormwater management, buffering to adjacent residential, presence of acidic rock and need for community signage. These issues have been addressed in the preceding discussion.

Should Community Council decide to proceed with a public hearing on this application, in addition to published newspaper advertisements, property owners in the immediate area will be individually notified as shown on Map 2. This is the notification area which was also utilized for the Public Information Meeting.

Conclusion

The proposed church and residential condominium development is in keeping with the surrounding properties, is capable of being serviced with existing infrastructure and is consistent with Plan policy. The proposal has been designed to be sensitive to the environment and the recreational needs of the proposed residents. The unique combination of a church and residential development fits well on this site. Staff recommend that North West Community Council approve the proposed development agreement as contained in Attachment A.

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 Strategy policies. This is not recommended for the reasons stated in this report.

ATTACHMENTS

Map 1:	Generalized Future Land Use Map
Map 2:	Zoning Map and Notification Area
Map 3:	Master Plan
Attachment A:	Proposed Development Agreement
Attachment B:	MPS Policies
Attachment C:	Public Information Meeting Minutes- July 4, 2007

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: Leticia Smillie, Planner 1, Planning Applications, Community Development 869-4747



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



Map 1
Generalized Future Land Use

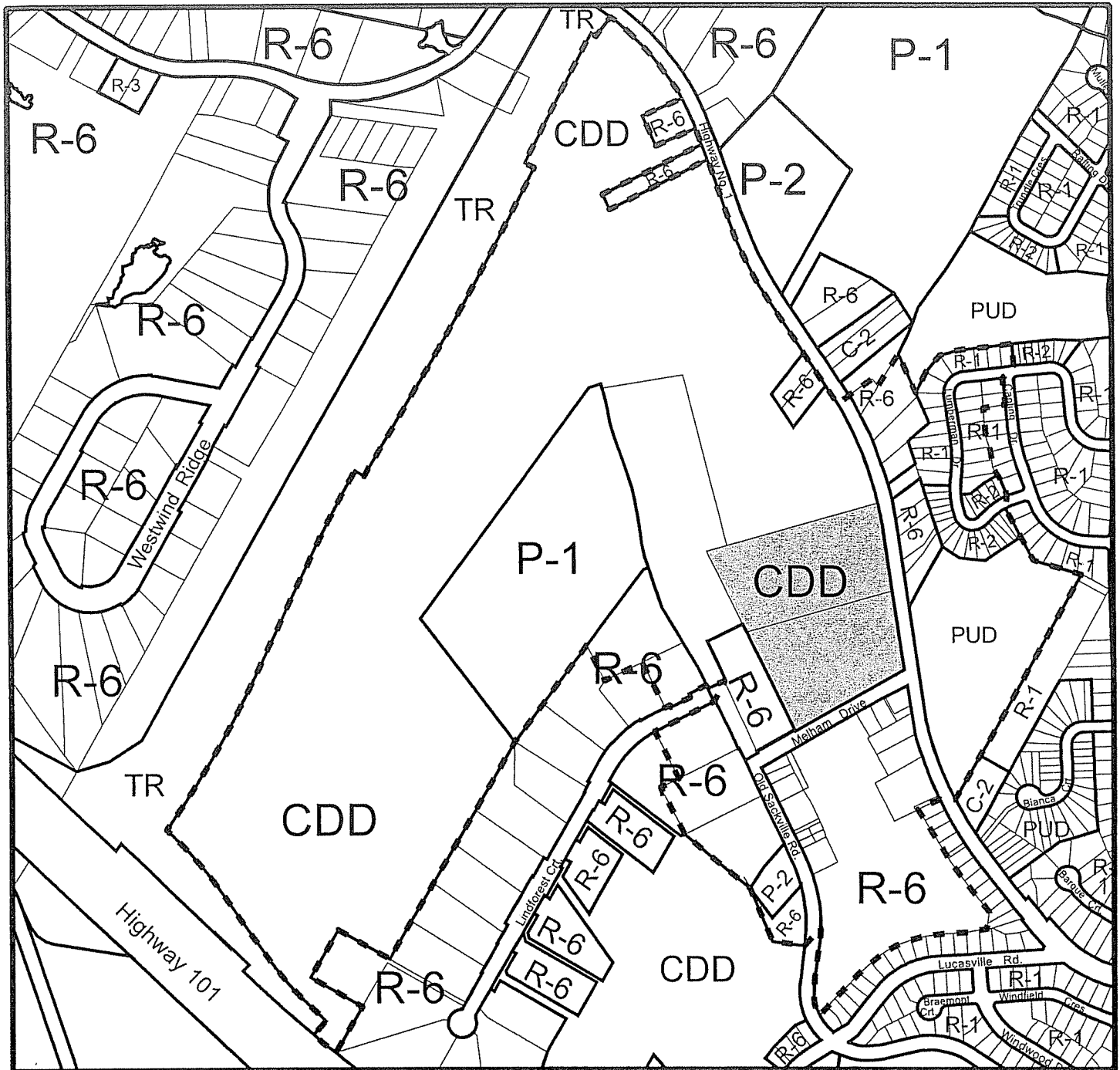


Subject Properties

HALIFAX
 REGIONAL MUNICIPALITY
 Community Development
 Planning Services

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





**Map 2
Zoning**



Subject Properties

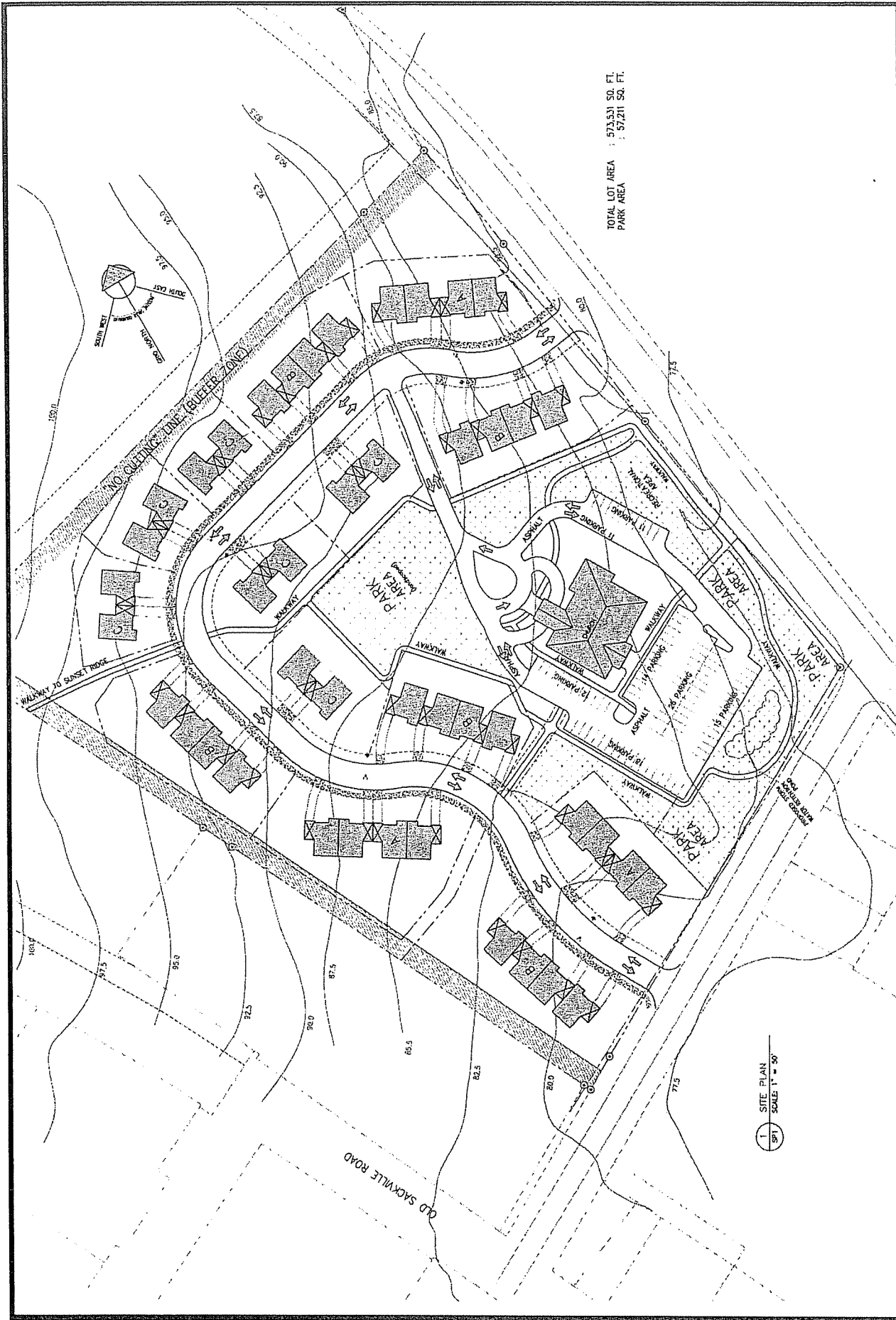
HALIFAX
REGIONAL MUNICIPALITY
Community Development
Planning Services

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

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

--- Notification Area





Map 3
Master Plan



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 and 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

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

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Subdivision of the Lands

- 3.1.1 The parcels of land identified as PIDs 41089004 and 41089012 shall be consolidated prior to issuance of a Construction Permit.
- 3.1.2 All subdivision of the Lands shall meet the requirements of the applicable Land Use By-law and Subdivision By-law.

3.2 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 01044:

The schedules are:

- A. Legal Description of the Lands
- B. Master Plan
- C. Site Development Plan
- D. Elevations of Church

3.3 Requirements Prior to Approval

- 3.3.1 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Plan of Survey of approval for Lot Consolidation of PID's 41089004 and 41089012 pursuant to Section 3.1 of this Agreement.
 - (b) A Landscaping Plan as required pursuant to Section 3.8 of this Agreement.
 - (c) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to Section 5.2 of this Agreement;
 - (d) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan as required pursuant to Section 5.2 of this Agreement;

- (e) An approved Sewage Flow Monitoring Program as required pursuant to Section 5.5 of this Agreement.

3.3.2 Prior to the issuance of the first Municipal Occupancy Permit, the landscaping shall be constructed in compliance with Section 3.8.

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

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

3.4 General Description of Land Use

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

- (a) Denominational uses as permitted within the P-2 (Community Facility) Zone;
- (b) Day-care and open-space (excluding cemeteries) uses in conjunction with the Denominational uses as permitted within the P-2 (Community Facility) Zone;
- (c) Forty-four residential dwelling units comprised of:
 - (i) 12 semi-detached units as permitted within the R-2 (Two Unit Dwelling) Zone,
 - (ii) 32 townhouse units as permitted within the R-5 (Townhouse Dwelling) Zone
- (d) Business uses in conjunction with the semi-detached units, subject to the provisions of Section 8.4 of the Sackville Land Use By-law.
- (e) Accessory buildings subject to the applicable provisions of the Sackville Land Use Bylaw, provided that the footprint shall not exceed 215 square feet (20 sq.m).

3.5 Detailed Provisions for Land Use

3.5.1 The church and all dwelling units shall meet the applicable zone requirements of the P-2, R-2 and R-5 Zones, respectively, as described in the Sackville Land Use By-law.

3.5.2 Notwithstanding Sub-section 3.5.1:

- (a) Clauses 11.3.(a)(ii) (variations in building line of townhouses) and 11.3.(b) (driveways at side of building for end units) of the Sackville Land Use Bylaw shall not apply to the applicable dwelling units; and
- (b) Height of the residential dwellings shall not exceed 30 feet (9.14 m), as measured in the Sackville Land Use Bylaw.
- (d) The driveway width for each residential unit shall not exceed 15 feet (4.57 m) and shared driveways shall not exceed 30 feet (9.14 m).

3.6 Siting and Architectural Requirements

3.6.1 The Developer agrees that the buildings constructed on the Lands shall comply with the provisions of this section and as generally illustrated on the Schedules.

3.6.2 Exterior Building Materials shall be any one or more of the following:

- (i) HardiePlank Siding
- (ii) Cape Cod siding
- (iii) cut stone masonry
- (iv) random stone masonry
- (v) horizontal clapboard stained wood siding
- (vi) vertical tongue and groove or shiplap stained wood siding
- (vii) vertical board and batten stained wood siding
- (viii) stained wood shingles; or
- (ix) acceptable equivalent in the opinion of the Development Officer, except for vinyl siding.

3.6.3 The residential dwellings shall have:

- (i) all windows trimmed; and
- (ii) exposed foundations in excess of 1 meter (3.26 feet) architecturally detailed, veneered with stone or brick, painted, stuccoed or acceptable equivalent in the opinion of the Development Officer.

3.6.4 The front elevations of the residential dwellings shall have:

- (i) offset walls through use of projections and recesses; and
- (ii) peaked roof forms with secondary roof forms of different pitch, single slope, flat, curved or mansard.

3.7 Parking, Circulation, and Access

- 3.7.1 The parking area and driveways for the church shall be sited as generally shown on Schedules B and C.
- 3.7.2 The parking area for the church shall provide a minimum of 96 parking spaces, including barrier free parking as per the National Building Code.
- 3.7.3 The parking area and driveways for the church shall be finished with asphalt or acceptable equivalent in the opinion of the Development Officer.
- 3.7.4 The limits of the parking area and driveways shall be defined by concrete curbing.

3.8 Landscaping

- 3.8.1 All lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.8.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and generally conforms with Schedule B. The Landscaping Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.3 Private Parks and Recreation Areas shall be located and developed as generally shown on Schedule B and be planted with material that conforms to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.4 Private Walkways shall be:
 - (a) located as generally shown on Schedules B and C and composed of crushed stone, pea gravel, crushed brick or acceptable equivalent in the opinion of the Development Officer;
 - (b) designed to reduce pedestrian and vehicle conflict; and
 - (c) designed to be barrier free where possible.
- 3.8.5 Land Use Buffer shall:
 - (a) be located as generally shown on Schedule B;
 - (b) be a minimum of 25' (7.62 m) in width;
 - (c) be delineated on all applications for final subdivision approval, Development/Construction Permit applications and in the field prior to and during construction;

- (d) retain existing vegetated areas and be maintained over time to act as a natural buffer;
- (e) permit the following activities provided that approval by the Development Officer has been granted:
 - (i) removal of invasive plant materials as identified by a qualified professional;
 - (ii) removal of standing hazardous or diseased trees; the Development Officer may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect);
 - (iii) removal of fallen timber and dead debris where a fire or safety risk; the Development Officer may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect); or
 - (ii) walkway connection to the parcel of land identified as PID 40875346.
- (f) be remediated if trees are removed or tree habitat damaged beyond repair, unless removal is associated with the permitted activities of Clause 3.8.4.c. The Developer or the land owner shall replace the damaged trees with a similar species tree with a minimum caliper of 2.4 inches (60mm) measured at 11.8 inches (300mm) above the ground. The Development Officer may require the Developer or land owner submit a Remediation Plan prepared by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect).

3.8.6 Community Signage

One ground sign shall be required at the Southeast corner of the site, adjacent to the Melham and Sackville Drive intersection on private property, denoting only the community and church name. The location of the sign shall require the approval of the Development Officer and Development Engineer. The maximum height of the sign, inclusive of support structures, shall not exceed 10 feet (3.05 m) and the face area shall not exceed 50 square feet (4.65 sq.m.). All such signs shall be constructed of natural materials such as stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. This section shall not preclude the construction of decorative entrance gates.

3.8.7 Outdoor Storage and Display

No outdoor storage for the church shall be permitted on the Lands. Refuse containers for the church which are located outside of the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.

3.9 Outstanding Site Work

At time of issuance of the first Occupancy Permit, securities for the completion of outstanding paving for the church (per Section 3.7 of this Agreement) and landscaping work (per Section 3.8 of this Agreement) may be permitted. Such securities shall consist of a security deposit in the amount of 120 per cent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable renewable

letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed.

3.10 Maintenance

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

3.11 Construction/sales Building

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

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.
- 4.1.2 Construction Permits shall not be granted on the Lands or any portion thereof, until all primary services (defined as sanitary sewer, storm sewer, water system and hydrants, sewer and water service laterals to the street line, surface drainage, curb and gutter with base, roadway with sub-base and first lift asphalt, street signs, underground electrical services) have been completed. The Development Officer shall not issue a Construction Permit until security has been provided to the Municipality to cover the second lift of asphalt and all incomplete secondary services. Such security shall be in the amount of 120 per cent of the estimated cost of completion of all outstanding work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit in the Municipality's name issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality. Should the Developer not complete the work within one year, the Municipality may use the deposit to complete the work as set out in the above subsections. The Developer shall be responsible for all cost in this regard exceeding the

deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

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 Development Engineer.

4.3 Public Streets and Walkways

4.3.1 The street network shall be developed as generally shown on Schedule C. All street construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.3.2 The Developer shall construct a public walkway at the North West corner of the Lands connecting to the adjacent lands (identified as PID #40875346). The walkway shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may direct an alternate location of the public walkway, provided the relocation serves to maintain or enhance the intent of this Agreement.

4.4 Municipal Water Distribution, Sanitary Sewers and Storm Sewer Systems:

4.4.1 The water distribution system shall conform with the schematics presented on Schedule C and all design and construction requirements of the Halifax Regional Water Commission.

4.4.2 The sanitary sewer system shall conform with the schematics presented on Schedule C and the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.

4.4.3 The storm sewer system shall conform with the schematics presented on Schedule C and the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Pyritic Slate

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

5.2 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall:

- (a) submit a detailed Erosion and Sedimentation Control Plan in accordance 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. The Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during development;
- (b) submit a detailed final Site Grading and Stormwater Management Plan which shall include an appropriate storm water collection and treatment system.

5.3 Prior to the issuance of Lot Grading Permit, the Developer shall post security in the amount of \$10,000, in addition to the securities required for the Lot Grading Permit, to ensure that all environmental protection measures are properly implemented and maintained. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer at the time of issuance of the final occupancy permit or release of Landscaping security bond whichever is later, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer, in consultation with the Development Engineer, and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the Erosion and Sedimentation Control measures to the satisfaction of the Development Officer, in consultation with the Development Engineer shall be cashed and deposited to the Municipality.

5.4 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 5.2 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.

5.5 Sewage Flow Monitoring Program

Prior to construction, the Developer shall submit a detailed plan for the Sewage Flow Monitoring Program, for approval by the Development Engineer.

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 not substantive and may be amended by resolution of the Council.

1. The granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement;
2. The length of time for the completion of the development as identified in Section 8.3 of this Agreement;
3. Permitting Institutional Uses for the church site as shown on Schedules B and C, as allowed under the P-2 zone of the Sackville Land Use Bylaw;
4. Increasing of the height of residential dwellings to a maximum of 35 feet (10.7 m);
5. Changing the architectural details found in Section 3.6 in a minor nature;
6. Increasing the footprint of accessory buildings to a maximum of 750 square feet (69.7 sq.m.); and
7. Redesign of the private walkway network.

In considering the approval of a non-substantive amendment under Section 6.2, property owners within 500 feet (152 m) of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an

officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.

7.2 Failure to Comply

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

1. the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
2. the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Lands and be shown on any tax certificate issued under the Assessment Act;
3. 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
4. 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.

PART 8: 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 and the Developer shall incur all cost in recording such documents.

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 Council.

8.2.2 Upon the transfer of title to any lot, the subsequent owner(s) 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 development of the Lands has not commenced within three years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of 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 For the purposes of this section, commencement shall mean the issuance of a Construction Permit.

8.3.3 If the Developer(s) fails to complete the development, or after five years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement.

8.4 Completion of development

Upon the completion of the development or portions thereof, or within/after five years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement 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 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2007.

SIGNED, SEALED AND DELIVERED)

WESLEYAN CHURCH OF
LOWER SACKVILLE

in the presence of)

) Per: _____

_____)

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

HALIFAX REGIONAL MUNICIPALITY

) Per: _____

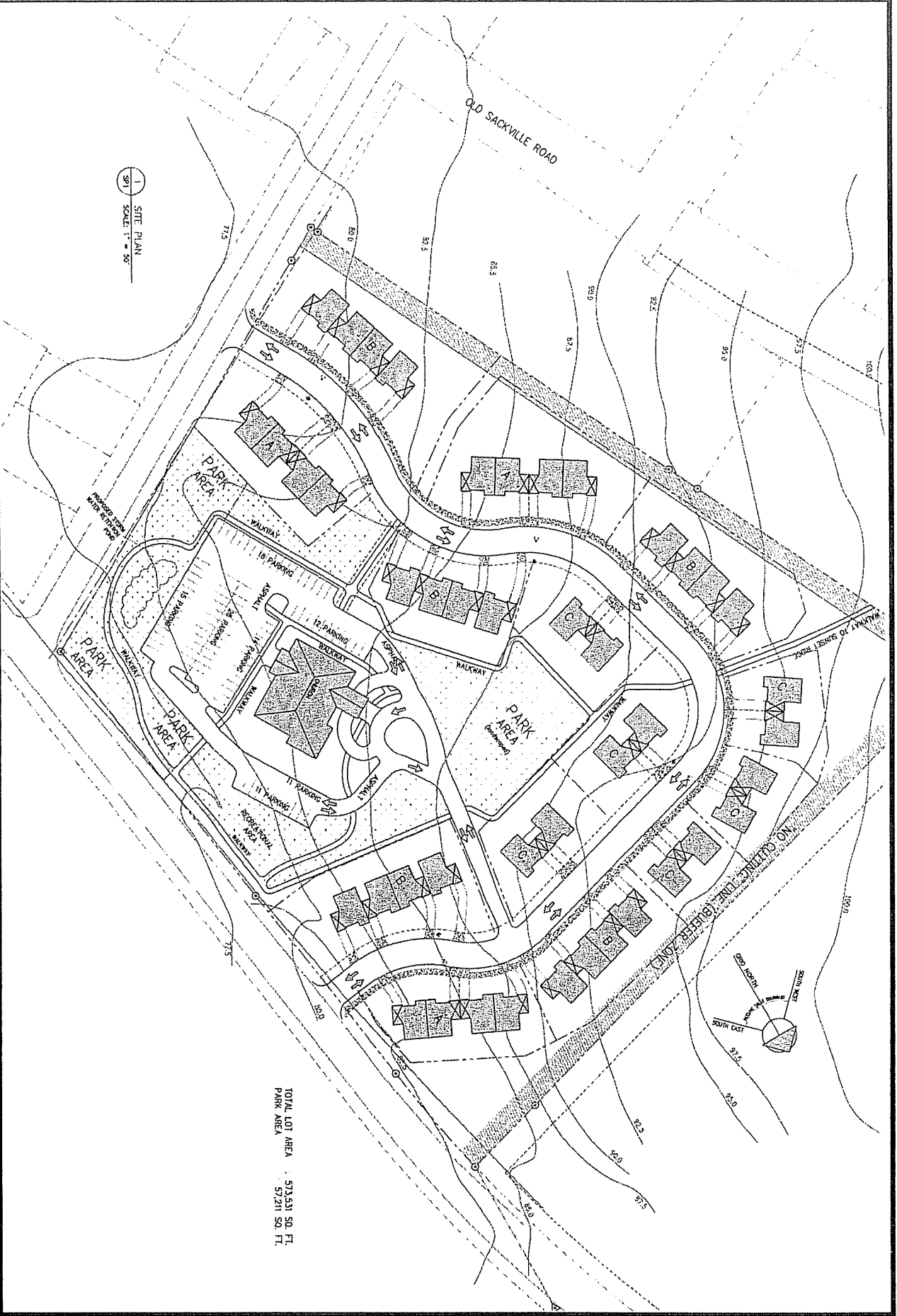
MAYOR

_____)

) Per: _____

MUNICIPAL CLERK

Schedule B
Master Plan



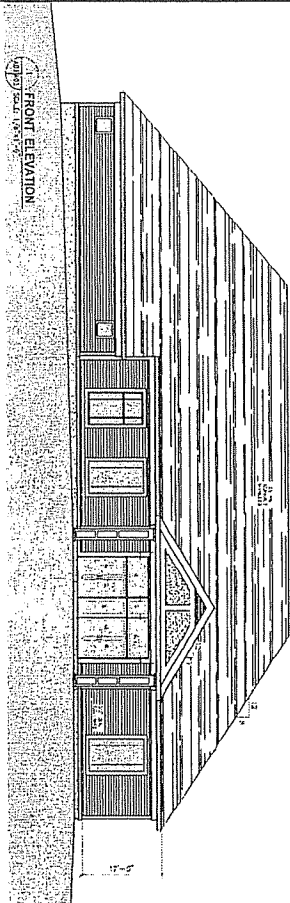
TOTAL LOT AREA : 573,531 SQ. FT.
PARK AREA : 57,211 SQ. FT.

Nov. 13, 2007

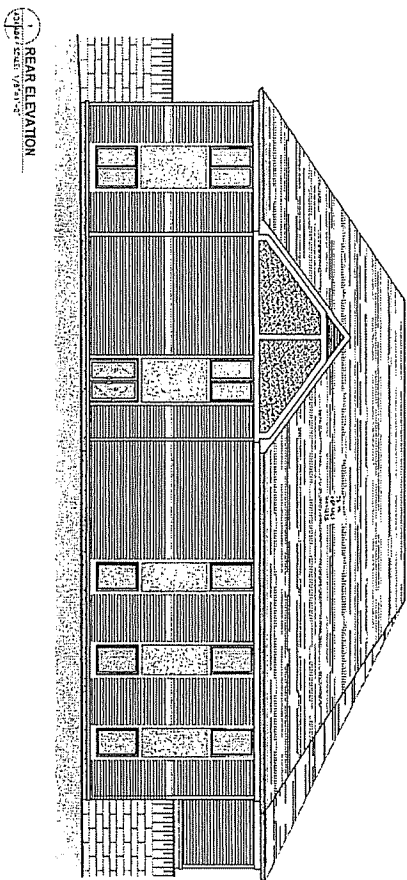
HRM does not guarantee the accuracy of any base map information on this map.

F:\Repmaps\Devagreed\01044\ScheB.mxd (AKT)

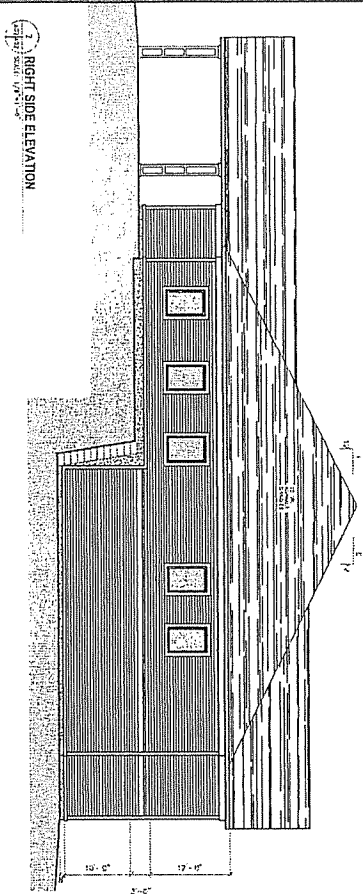




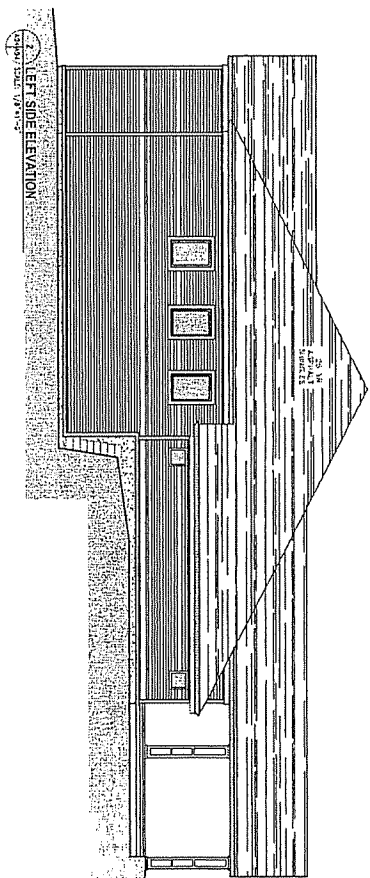
1 FRONT ELEVATION



2 REAR ELEVATION



3 RIGHT SIDE ELEVATION



4 LEFT SIDE ELEVATION

Schedule D
Church Elevations

Oct. 22, 2007

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

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Attachment B
Relevant MPS Policies

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:

- (a) the types of land uses to be included in the development and that, where the development provides for a mix of housing types, it does not detract from the general residential character of the community;
- (b) that adequate and useable lands for community facilities are provided;
- (c) any specific land use elements which characterize the development;
- (d) the general phasing of the development relative to the distribution of specific housing types or other uses;
- (e) that the development is capable of utilizing existing municipal trunk sewer and water services without exceeding capacity of these systems;
- (f) the provisions of Policies S-2 and SU-5;
- (g) that a sewage flow monitoring program is established for the development and that provisions are made for its phasing in relation to achieving sewage flow targets;
- (h) that the sewage flow monitoring program proposed by the developer for implementation under clause (g) addresses, in a form acceptable to HRM, target sewage flows to be achieved in relation to development phasing and the method, duration, frequency and location of monitoring needed to verify that target sewage flows have been achieved;
- (i) provisions for the proper handling of stormwater and general drainage within and from the development; and
- (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.

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) the financial capability of HRM to absorb any costs relating to the development;
 - (ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;

- (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;
 - (iv) the adequacy of road networks leading to or within the development;
 - (v) the potential for damage to or for destruction of designated historic buildings and sites;
- (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) 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
- (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.

Attachment C

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 01044 - Wesleyan Church, Christian Life Style Community

7:00 p.m.
Wednesday, July 4, 2007
Sackville Library, Fenerty Room

STAFF IN

ATTENDANCE: Leticia Smillie, Planner, HRM Planning Services
Cara McFarlane, Administrative Support, HRM Planning Services

ALSO IN

ATTENDANCE: Cesar Salah, WM Fares Group
Councillor Brad Johns, District 19
Walter Regan, Member of North West Planning Advisory Committee
(NWPAC) and Sackville River Association (SRA)

PUBLIC IN

ATTENDANCE: 15

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

1. Opening remarks/Introductions/Purpose of meeting - Leticia Smillie

Ms. Smillie introduced herself as the Planner carrying this application through the planning process; Councillor Brad Johns, District 19; Cesar Saleh, representing WM Fares Group; and Cara McFarlane, HRM Planning Services.

Ms. Smillie went over the agenda for the evening.

The proposal presents a concept plan that may have some changes when it comes time of the public hearing based on feedback from staff, the review team and the public.

2. Overview of planning process - Leticia Smillie

The public information meeting is one of the beginning steps of the planning approval process. It's purpose is to explain the proposed development and get feedback from the public. There will be no decisions made at this meeting. North West Community Council (NWCC) will receive a staff report which will include the public's concerns and a recommendation from staff. A copy of the report will be available upon request before the public hearing.

After a public information meeting, the proposal is sent to a review team, staff will then draft a development agreement based on comments from the review team, feedback from the public and

a review of the policy(ies). This would then be negotiated with the developer. The development agreement will then become part of the staff report that looks at the merits of the application and a recommendation will be provided. This report is then sent to North West Planning Advisory Committee (NWPAC) who make a recommendation to NWCC. When NWCC receives the staff report they will arrange a date for a public hearing. At the public hearing, Planning staff will provide an overview of the proposal and the public will be given an opportunity to speak. Typically, at the end of the hearing, NWCC will provide a decision on the application based on recommendations from Planning staff, NWPAC and feedback from the public.

3. Presentation of Proposal - Leticia Smillie

The proposal is an application by WM Fares Group, on behalf of the Wesleyan Church of Lower Sackville, to consider a church and a 44 residential housing unit development at the corner of Melham and Sackville Drives. The housing will provide a mix of eight four-unit townhouses and five semi-detached homes. The developer is proposing to access the church and housing through a private driveway entering from Sackville through to Melham Drives.

The subject properties were rezoned to Comprehensive Development District (CDD) through the recently adopted Regional Plan. The CDD Zone requires that any development on this site must go through the development agreement process. Ms. Smillie explained what a development agreement is and the approval process it must go through.

Presentation - Cesar Saleh, Representative from WM Fares Group

This is a project by Sackville Wesleyan Church and WM Fares Group is acting as the prime consultants.

The subject site is on the corner of Melham Drive and Sackville Drive. The site is 13.7 acres (573,685 square feet).

The master site concept development plan was shown. Proposed are 44 townhouses in groupings of two and four, a church (shown) site of 4 acres. The balance of the site is about 9.17 acres where the townhouses will be constructed. There are several parks totalling close to 1.5 acres (57,200 square feet).

The church footprint is approximately 10,000 square feet which gives a coverage of about 5.7 %. The height is 33 feet and the site will have 94 parking spots.

The footprint of each townhouse is approximately 1,200 square feet which includes a single parking garage. The coverage of the townhouses is 13%. This will leave ample open space which will be landscaped. The townhouses will be one storey plus a loft. The height will be 29 feet. There will be individual single garages for every townhouse and there are 24 guest parking spaces proposed.

There is 57,000 square feet of park area proposed with a 25 foot buffer zone and walking trails throughout the site. The developer will attempt to save some of the treed buffer areas.

Mr. Saleh showed some drawings of what is being proposed.

The building material used for the church will be either hardieplank or cape cod siding. The floor plan for the church will include a kitchen facility and rooms for social activities. There will be one entrance off of Sackville Drive and two off of Melham Drive.

The different elevations of the townhouses were shown. The average driveway is about 40 feet. Parking pockets have been placed around the site to provide extra/visitor parking for the townhouses. The building material will be hardieplank or cape cod siding. These townhouses are compatible with the surrounding uses.

Mr. Saleh explained that the proposal has been well planned and would be a great addition to the Sackville community. The Wesleyan Church family is community oriented and has been servicing the Sackville community for over 20 years. There are several studies that depict a direct relation between healthy communities and the presence of churches. The proposed small community and the larger Sackville community would benefit from the church's ministries including social and cultural programs. Approximately 2/3 of the site will remain green. The mass bulk of the development is compatible with adjacent uses (height, coverage, setback, etc.). The design, architectural detail and building material are rich, soft, and very appealing. The traffic generated from the proposed use is least when compared to any other possible use. There will be 25 feet of green buffer and 27,200 square feet of park area interconnected with walking trails to promote healthy and peaceful lifestyles.

4. Questions/Comments

A resident wondered what civic address will be across from the access onto Sackville Drive. He is concerned as there is currently a problem with traffic on that road. Mr. Saleh wasn't sure at this time but offered to take the gentleman's name and number and will get back to him with an answer. This type of development presents the lowest trip volume of traffic (3.7 trips/day/dwelling). Another resident thought it would be across from a business called "The Water Doctor".

Walter Regan, member of NWPAC and SRA, asked if the development will be on central water and sewer and will the developer be paying a cost per lot. Mr. Saleh said they would be on central water and sewer but not sure about the cost per lot.

Mr. Regan wondered if a sewer retention device could be put in to hold back any surge. Mr. Saleh said they could look into it.

Mr. Regan said there is a watercourse in the area, is it just off the property line? Mr. Saleh said there were no watercourses shown on the site.

Mr. Regan asked if the townhouses respect the 20 metre buffer zone from the watercourses to which Mr. Saleh answered yes.

Pat Collins, Middle Sackville, mentioned that there is a stream that comes down that feeds the Little Sackville River. Michael White, Lower Sackville, said he is not aware of a watercourse that runs across the land but there is quite a swampy area during the Spring. Mr. Saleh said they will check into that issue. Ms. Smillie mentioned that this will be included as part of the staff report. Ged Stonehouse, Shubenacadie, said there would be a stormwater management plan included in the staff report.

Sarah Simpkin, Sackville, said the area gets quite damp and swampy during the Spring but it is more of a drainage issue. She also asked if there was a rendering of what the view might look like from her property that sits behind and above the proposed site. Mr. Saleh said he doesn't have an image reflecting her request but all the townhouses will be the same height (29 feet).

Ms. Collins asked if the site will be taken down to road level. Will any digging affect the wells in the area? Mr. Saleh said they would work with the grades. The townhouses won't have basements so there won't be a lot of excavation.

Ms. Collins asked if the housing is for seniors. Mr. Saleh said they would like to promote an active lifestyle for seniors.

Mr. Regan asked what is planned for water retention on the site. Mr. Saleh said at this point, there is no detail design. There is a retention pond on-site (shown on screen). The developer is going to include that pond as a landscape feature; however, a detail design plan will be submitted for approval. Mr. Regan asked Mr. Saleh to look into retaining water on the site.

Mr. Regan asked if an oil/grid separator will be put in for paved surfaces. Mr. Saleh said he will make a note of it but the proposal is in the very early stage. This usually takes place during the building process.

Mr. Regan is pleased by the amount of buffer. Mr. Saleh explained that the heavily treed buffer will not be touched. Mr. Stonehouse mentioned that there are some areas that are thinner than others. Mr. Saleh assured Mr. Regan that there will be no cutting within the 25 foot buffer. Also, the pockets of tree lines will be left alone.

Mr. Regan asked if the townhouses will be individually owned to which Mr. Saleh affirmed.

Mr. Regan asked if there will be any type of vegetation in the church parking lot. Mr. Saleh said that is something that can be looked at. Mr. Stonehouse said there are a number of tree pockets around the area that will be left.

Mr. Regan asked if the church will need 94 parking spots. Mr. Saleh believes it is needed to avoid parking on the streets. There are requirements by HRM; however, the area of the parking, the footprint, roadway and driveways equals approximately 28% of coverage. Over 70% of the site is open space. Mr. Regan is concerned that 30% of the site will be hard surface.

Mr. Regan asked if road salt will be used in the Winter or can an alternative be used? Mr. Saleh said it is too early in the process.

Mr. Regan asked if there has been testing done for acidic rock. Mr. Saleh said not yet; however, it will take place during the detail design. Mr. White believes a test was done about two years ago and the results came back as virgin soil and was referred to as farmland.

Mr. Regan asked how far down will have to be excavated. Mr. Saleh said the townhouses are slab on grade. The church will have half a basement and will follow the topography of the land.

Mr. Regan asked if there will be an erosion and sedimentation control plan that can be viewed by the public to which Mr. Saleh said absolutely.

Mr. Regan asked what the density per acre would be. Mr. Saleh said it would be 19.5 persons per acre.

Mr. Regan asked about signage at the roadside. Mr. Stonehouse said the sign would be a low, very attractive sign for the church and a welcome to the development. Mr. Saleh said they will give Ms. Smillie the criteria for the sign as part of the development agreement.

Mr. Regan asked what is planned for the park areas. Will there be any clear-cutting? Mr. Saleh said it is still premature but there will be no clear-cutting. The developer is trying to keep it as natural as possible. Mr. Stonehouse mentioned that there will be a lot of trails and a little picnic area.

Mr. Regan asked if there will be any sidewalks or curbs, and storm drainage. Mr. Saleh said there will be no sidewalks but the site will have curbs and storm drainage.

Mr. Regan asked if there will be traffic lights at the Sackville Drive entrance. There is another major development planned for the area and this could be grouped together. Mr. Saleh said there wouldn't but Ms. Smillie explained that HRM staff have requested a traffic impact study. Depending on what comes back, there may be a requirement for traffic lights. One resident understands, from other developments happening in the area, that 17 laneways will be coming onto Sackville Drive (in addition to this proposal) and it is unclear as to whether or not the exit from the development at the golf course lands will also exit onto the Sackville Drive. If so, it appears that the two exits meet together. The issue of traffic lights is very sensible. Mr. Saleh explained that they have a traffic consultant who takes in all of the new development within the area that are already in the works. The amount of traffic from this development will be very minimal.

Mr. Regan asked if the developer will be charged per foot for sewer and water if this is going into the central service line. Councillor Johns asked if a private system will be put in. Mr. Saleh believes it will be private. Councillor Johns assumes, being serviceable lots, that the developer would pay \$125 along the frontage. The calculation for undeveloped land is less than that.

Mr. Regan asked if the buildings will be heated with oil. Mr. Saleh said it is too early.

Mr. Regan asked if it is possible to have right-turn only lanes along Sackville Drive if there won't be any traffic lights. Mr. Saleh will consult with the traffic consultant.

Mr. Regan asked if the traffic consultant will be looking at shortcutting. Mr. Saleh will point it out to them.

Mr. Regan, overall, likes the project.

Councillor Johns reminded the public that at this stage, the plan is just a concept and it may be tweaked a bit depending on feedback. The changes would be minimal. He encouraged the public to attend the public hearing to hear what exactly is being proposed.

5. Closing comments

Ms. Smillie thanked everyone for attending the meeting and expressing their comments and concerns.

6. Adjournment

The meeting adjourned at approximately 7:43 p.m.