

North West Community Council
May 5, 2011 (First Reading)
May 26, 2011 (Public Hearing)

TO: Chair and Members of North West Community Council



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

DATE: May 4, 2011

SUBJECT: Case 16763 – Development Agreement at 137 Walker Avenue, Sackville

ORIGIN

North West Planning Advisory Committee Meeting – May 4, 2011

RECOMMENDATION

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

1. Give Notice of Motion to consider the proposed development agreement as provided in Attachment A of the staff report dated April 18, 2011, and schedule a public hearing;
2. Approve the proposed Development Agreement, set out in Attachment A of the staff report dated April 18, 2011, to permit 2 additional dwelling units in an existing 34-unit multiple unit dwelling at 137 Walker Avenue.
3. Require the Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

At its meeting on May 4, 2011 the Committee reviewed and discussed the proposed Development Agreement received by Northbay Properties Limited to permit the addition of 2 dwelling units within the existing 34-unit multiple unit dwelling at 137 Walker Avenue, Sackville. The Committee recommends that North West Community Council approve the proposed Development Agreement as set out in the staff report dated April 18, 2011.

BUDGET IMPLICATIONS

None associated with this report.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

As per staff report dated April 18, 2011

ALTERNATIVES

1. North West Community Council may choose to approve the agreement, as contained in Attachment A of the staff report dated April 18, 2011. This is the recommended course of action as the proposed development agreement meets the overall intent of the Sackville Municipal Planning Strategy.
2. Alternatively, North West Community Council may choose to approve the terms of the agreement, as contained in Attachment A of the staff report dated April 18, 2011, with modifications or conditions. Some modification or conditions may require additional negotiation with the developer.
3. North West Community Council may choose to refuse the agreement. Pursuant to Section 245(6) of the *Halifax Regional Municipality Charter*, Council must provide reasons to the applicant justifying this refusal, based on policies of the Sackville MPS. This alternative is not recommended for the reason outlined in the staff report dated April 18, 2011.

ATTACHMENTS

Staff report dated April 18, 2011

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

Report Prepared by: Jennifer Purdy (Little), 490-4472 – for Donna Honneywell

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY: Paul Dunphy
Paul Dunphy, Director, Community Development

DATE: April 18, 2011

SUBJECT: Case 16763 – Development Agreement at 137 Walker Avenue,
Sackville

ORIGIN

Application by Northbay Properties Limited to enter into a development agreement to permit 2 additional dwelling units in an existing 34-unit multiple unit dwelling on Walker Avenue.

RECOMMENDATION

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

1. Give Notice of Motion to consider the proposed development agreement as provided in Attachment A. and schedule a public hearing;
2. Approve the proposed Development Agreement, set out in Attachment A of this report. to permit 2 additional dwelling units in an existing 34-unit multiple unit dwelling at 137 Walker Avenue.
3. Require the Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Within the area of the Sackville Municipal Planning Strategy small scale multiple unit dwelling (up to six units) are considered by rezoning while larger scale multiple unit dwelling (over six units) are considered by development agreement (Policy UR-8). The existing multiple unit dwelling located at 137 Walker Avenue contains 34-units however the consideration of an additional two units is only possible through the development agreement process.

The Subject Property:

The subject lands are located at 137 Walker Avenue in Sackville. This area is designated Urban Residential under the Sackville Municipal Planning Strategy (Map 1) and zoned R-4 (Multiple Unit Dwelling) under the Sackville Land Use By-law (Map 2).

Existing Land Use

The site includes a three storey, 34-unit multiple unit dwelling constructed in 1992. The ownership of the site recently changed. Shortly after the ownership change, it was identified that the dwelling had two more units than originally permitted, a total of 36 units rather than the permitted 34 units. It is suspected that a previous owner had converted the rental office to a dwelling unit and had built one additional unit in an area identified as storage on the original plans.

Surrounding Land Uses

The site is surrounded by properties zoned R-4 (Multiple Unit Dwelling) Zone and developed with a series of three and four storey multiple unit dwellings on both sides of Walker Avenue. Lands further to the northwest is developed as townhouses and semi-detached homes. Lands to the northeast along Walker Avenue are developed as semi-detached homes.

Purpose of the Application:

The applicant is requesting a development agreement to permit the addition of 2 dwelling units within the existing 34-unit multiple unit dwelling. This would bring the total permitted number of units to 36. This application would make the two dwelling units, which building permits have not been applied for, legal.

Planning Policy

Policy UR-8 (Attachment B) identifies that Council can consider multiple unit dwellings by development agreement subject to regard for a series of review criteria to ensure that any proposal does not negatively affect the surrounding community.

DISCUSSION

Staff has reviewed the proposal under the relevant policies of the Sackville MPS and offer the following comments for discussion:

Existing Units without Permits

The proposed development agreement will legalize the two existing units within the existing building which have been in existence for some time. The agreement will enable the developer to apply for permits, and subject to a review of each unit by a building official, be granted occupancy permits.

Building Code

A review of the two units has identified a deficiency in the number of units within the building which are barrier free and designed to accommodate persons with mobility issues. Staff has negotiated the conversion of one of the units to a barrier free design. Under the proposed agreement (Attachment A), an occupancy permit for one of the units would not be issued unless it has been converted to a barrier free design.

Screening of Garbage Container

A policy review identified that the existing garbage containers on the site are not appropriately screened from public view. The proposed agreement requires screening of the garbage containers to take place before occupancy permits can be issued.

Impact on Surrounding Neighbourhood

As the two dwelling units have been established for many years, it is staff's opinion that the two units would not have an impact on the surrounding community as the units are being accommodated by existing infrastructure and services. Further, the permitting of the two units will not be visible to the public as they are already accommodated within the existing building at 137 Walker Avenue.

Conclusion:

Staff have reviewed the request to permit the two additional dwelling units within the existing multiple unit dwelling at 137 Walker Avenue. Staff is of the opinion the proposed development reasonably carries out the intent of the Sackville MPS and are recommending that North West Community Council approve the proposed development as set out in the recommendation section of this report.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the proposed 11/12 operating budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was information sharing, achieved through the HRM Website and responses to inquiries. A public information meeting was not held as Councillor Harvey decided to waive the requirement for a public information meeting due to the minor nature of the application. A public hearing has to be held by Council before they can consider approval of any development agreement.

Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 2.

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

ALTERNATIVES

1. North West Community Council may choose to approve the agreement, as contained in Attachment A. This is the recommended course of action as the proposed development agreement meets the overall intent of the Sackville Municipal Planning Strategy.
2. Alternatively, North West Community Council may choose to approve the terms of the agreement, as contained in Attachment A, with modifications or conditions. Some modification or conditions may require additional negotiation with the developer.

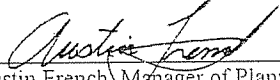
3. North West Community Council may choose to refuse the agreement. Pursuant to Section 245(6) of the *Halifax Regional Municipality Charter*, Council must provide reasons to the applicant justifying this refusal, based on policies of the Sackville MPS. This alternative is not recommended for the reason outlined in this report.

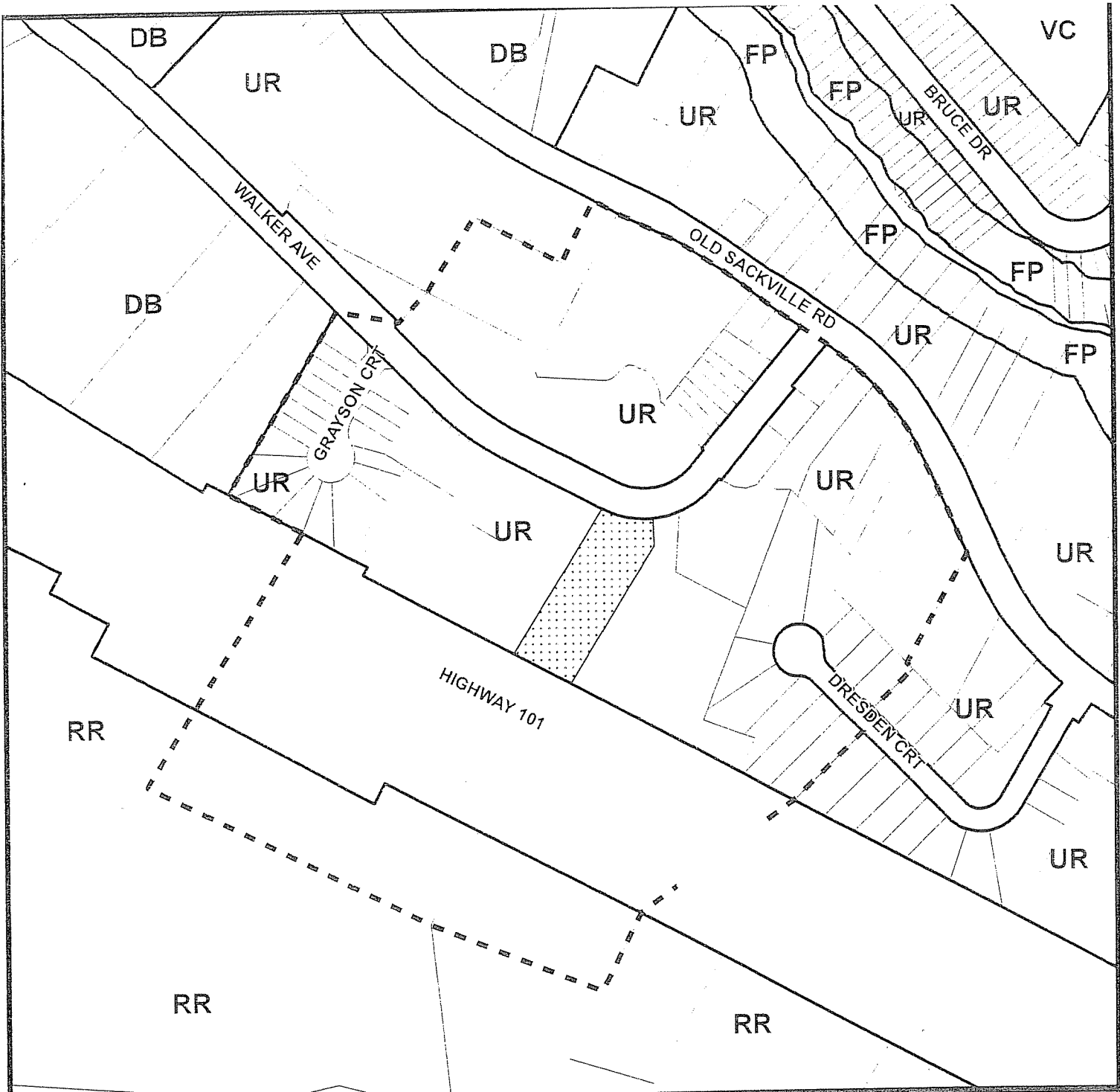
ATTACHMENTS

Attachment A	Proposed Amending Agreement
Attachment B	Relevant Sackville MPS Policy and Policy Evaluation
Map 1:	GFLUM Map
Map 2:	Zoning Map

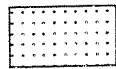
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

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

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



Map 1
Generalized Future Land Use



Subject Property

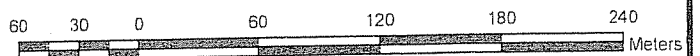


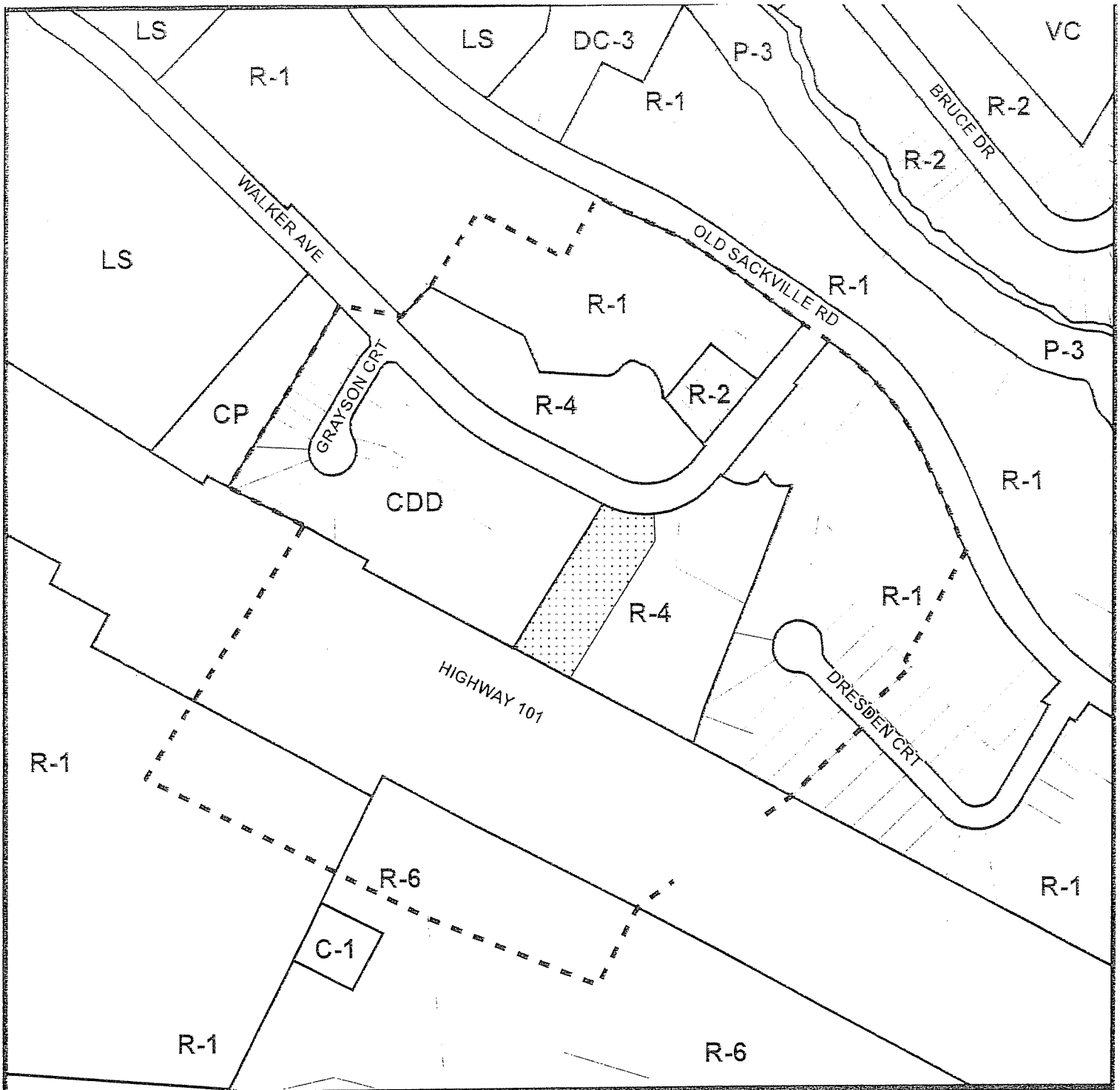
Sackville Plan Area

- UR Urban Residential Designation
- RR Rural Residential Designation
- FP Floodplain Designation

Sackville Drive Plan Area

- DB Downsvioew / Beaver Bank Designation
- VC Acadia Village Designation





Map 2
Zoning



Subject Property

- - - - Notification Area

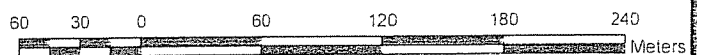


Sackville Plan Area

- R-1 Single Unit Dwelling Zone
- R-2 Two Unit Dwelling Zone
- R-4 Multiple Unit Dwelling Zone
- R-6 Rural Residential Zone
- C-1 Local Business Zone
- P-3 Floodplain Zone
- CDD Comprehensive Development District

Sackville Drive Plan Area

- LS Large Scale Commercial Zone
- DC-3 Downsview Complex-3 Zone
- CP Community Parkland and Facility Zone
- VC Acadia Village Centre Zone



Attachment A

THIS AGREEMENT made this day of **[Insert Month]**, 2011,

BETWEEN:

NORTHBAY PROPERTIES LIMITED

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 137 Walker Avenue, Sackville and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for 2 additional dwelling units within an existing 34 unit multiple unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy UR-8 of the Sackville Municipal Planning Strategy and Section 3.6 of the Sackville Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 16763;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 16763:

List all applicable Schedules:

- Schedule A Legal Description of the Lands(s)
- Schedule B Site Plan

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of an Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) confirmation that one unit has been converted to a barrier free design in accordance with Section 3.5.1 of this Agreement; and
- (b) confirmation that screening of the refuse container has been completed in accordance with Section 3.10.1 of this Agreement.

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

3.3 General Description of Land Use

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

- (a) The addition of 2 dwelling units to the existing 34 unit multiple unit dwelling, subject to the requirements of this agreement.
- (b) Existing 34 unit multiple unit building subject to the provisions of the Sackville Land Use By-law
- (c) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Sackville as amended from time to time.

3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Land Use By-law for Sackville, as amended from time to time.

3.4 Siting

- 3.4.1 The building's siting, bulk and scale shall comply with the following:
- (a) building shall be located as shown on Schedule B.
 - (b) maximum height of the building shall not exceed three habitable storeys;

3.5 Barrier Free Unit

- 3.5.1 One unit shall be constructed with barrier free design. The design of the barrier free design shall meet the requirements of the Building Official.

3.6 Parking, Circulation and Access

- 3.6.1 The parking area shall be sited as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on the plan.
- 3.6.2 The parking area shall provide a minimum of 50 parking spaces.
- 3.6.3 The parking area shall be hard surfaced.
- 3.6.4 The limits of the parking area shall be defined by fencing or landscaping or curb.

3.7 Outdoor Lighting

- 3.7.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.8 Maintenance

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

3.9 Signs

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

3.10 Screening

3.10.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

PART 4: AMENDMENTS

4.1 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.5.1 of this Agreement;

4.2 Substantive Amendments

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

PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

5.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

5.2 Subsequent Owners

- 5.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 5.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

5.3 Commencement of Development

5.3.1 In the event that development on the Lands has not commenced within one year from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

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

5.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

5.4. Completion of Development

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

5.5 Discharge of Agreement

5.5.1 If the Developer fails to complete the development after one and a half years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 Enforcement

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

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

6.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

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

NORTHBAY PROPERTIES LIMITED

Per: _____

Per: _____

=

**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

Mayor

Per: _____

Municipal Clerk

Attachment B Relevant Sackville MPS Policy

Multiple Unit Dwellings

The demand for multiple unit dwellings is expected to continue in response to the diversified housing needs of the general population. In order to provide high quality multiple unit accommodation while avoiding significant impacts of existing land uses, such uses will be considered by both rezoning and development agreement. Smaller scale multiple unit developments up to six units will be considered by rezoning, while larger scale multiple unit developments over six units will be considered by development agreement. The development agreement approach will provide site-specific control intended to ensure that community concerns with such matters as appropriate density and scale of development, landscaping, site design and separation from low density residential development are adequately addressed.

UR-7 Notwithstanding Policy UR-2, within the Urban Residential Designation, it shall be the intention of Council to establish a multiple unit dwelling zone which permits new multiple unit dwellings to a maximum of six units, all existing multiple unit dwellings, as well as community facility uses. Control on parking and amenity areas will be established in the zone. Council shall only consider new multiple unit dwellings be amendment to the land use by-law and with regard to the following:

- (a) the adequacy of separation distances from low density residential developments;
- (b) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;
- (c) that municipal central services are available and capable of supporting the development;
- (d) that the proposed development has direct access to a local street, minor collector or major collector as defined in Map 3 - Transportation;
- (e) that it is not being considered on lands which are presently zoned and developed for either single or two unit dwelling purposes nor where it is intended to replace a single or two unit dwelling which has been demolished, removed or destroyed by fire;
- (f) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site; and
- (g) the provisions of Policy IM-13.

Policy Evaluation

POLICY	STAFF COMMENT
UR-8 Notwithstanding Policies UR-2 and UR-7, within the Urban Residential Designation, it shall be the intention of Council to consider multiple unit dwellings over six (6) dwelling units, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:	
(a) the adequacy of separation distances from low density residential developments;	The proposed dwelling units are within an existing multiple unit dwelling with adequate separation distances from low density residential.
(b) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;	The existing building is compatible with adjacent land uses; no change to the exterior of the building is proposed.
(c) that site design features, including landscaping, amenity areas, parking areas and driveways, are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of residential of the development;	The site design features are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of residential of the development.
(d) preference for a site in close proximity to community facilities such as schools, recreation areas and transit routes;	The existing building is proximate to two local parks and transit routes. The area is serviced by public schools.
(e) that municipal central services are available and capable of supporting the development;	Halifax Water has indicated the two dwelling units are considered existing as they are currently accessing the sewer and water system. No problems with the provision of services to the two units were identified.
(f) that appropriate controls are established to address environmental concerns, including stormwater controls, based on a report from the appropriate Municipal, Provincial, and/or Federal Government authority;	The establishment of the two dwelling units has no impact on these matters.
(g) that the proposed development has direct access to a local street, minor collector or major	The existing building has access to a local street.

collector as defined in Map 3 - Transportation;	
(h) that it is not being considered on lands which are presently zoned and developed for either single or two unit dwelling purposes nor where it is intended to replace a single or two unit dwelling which has been demolished, removed or destroyed by fire;	The subject lands are not zoned and developed for either single or two unit dwellings and there is an existing multiple unit dwelling on the site.
(i) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;	The dwelling units have been in existence for several years and the proposal is not anticipated to have an impact on these matters beyond the existing situation.
(j) general maintenance of the development; and	The development agreement requires that the developer maintain the site.
(k) the provisions of Policy IM-13.	
<p>IM 13 In considering amendments to the land use by law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:</p> <p>(a) 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;</p> <p>(b) that the proposal is not premature or inappropriate by reason of:</p> <p>(i) the financial capability of the Municipality to absorb any costs relating to the development;</p> <p>(ii) the adequacy of sewer and water services;</p> <p>(iii) the adequacy or proximity of school, recreation and other community facilities;</p> <p>(iv) the adequacy of road networks leading or</p>	<p>The MPS allows Council to consider a development agreement for a multiple unit dwelling on the subject site. Staff is not aware of any conflict with other By-laws and regulations.</p> <p>As the two units are existing, no increase in costs is anticipated.</p> <p>Halifax Water has advised that there are no issues in this regard.</p> <p>The existing building is proximate to two local parks. The area is serviced by public schools.</p>

<p>adjacent to, or within the development; and</p> <p>(v) the potential for damage to or for destruction of designated historic buildings and sites.</p> <p>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <p>(i) type of use;</p> <p>(ii) height, bulk and lot coverage of any proposed building;</p> <p>(iii) traffic generation, access to and egress from the site, and parking;</p> <p>(iv) open storage;</p> <p>(v) signs; and</p> <p>(vi) any other relevant matter of planning concern.</p> <p>(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;</p> <p>(e) any other relevant matter of planning concern; and</p> <p>(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.</p>	<p>The existing road network is adequate to handle the proposed development</p> <p>There are no historic buildings or sites in the vicinity.</p> <p>The development agreement only enables an additional two units.</p> <p>No expansion to the existing building is proposed.</p> <p>There are no issues related to these matters.</p> <p>The development agreement requires that the existing garbage container be screened.</p> <p>Signs for this site are regulated by the Land Use By-law.</p> <p>No other matters of planning concern have been identified.</p> <p>The site is fully developed and suitable for development.</p> <p>No other matters of planning concern have been identified.</p> <p>These matters are not applicable.</p>
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