

North West Planning Advisory Committee
June 4, 2014

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY:  **Original Signed**
Brad Anguish, Director of Community and Recreation Services

DATE: May 21, 2014

SUBJECT: **Case 18306: Development Agreement to enable a personal service use at 932, 938 and 940 Sackville Drive, Middle Sackville**

ORIGIN

Application by Monique Guilderson and Francine Wright.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter; Part VIII, Planning and Development

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 contained in Attachment A of this report, to permit a personal service use at 932, 938 and 940 Sackville Drive, Middle Sackville, and to schedule a public hearing;
2. Approve the proposed development agreement, as contained in Attachment A of this report, to permit a personal service use at 932, 938 and 940 Sackville Drive, Middle Sackville; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property, 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

The applicants, Monique Guilderson and Francine Wright, wish to operate an osteopath clinic at 932, 938 and 940 Sackville Drive in Middle Sackville. Under the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB), an osteopath clinic is defined as a “personal service use”. In accordance with Policy UR-19 of the MPS, any C-2 zone uses (such as a personal service use) on lands located on Sackville Drive between Beaver Bank Road and Lucasville Road may be considered by development agreement. The proposal is to utilize the existing dwelling on the site through internal conversion of the dwelling; no external changes are proposed to the exterior of the building.

Location, Designation, Zoning and Surrounding Area

Subject Properties	932 Sackville Drive and 938/940 Sackville Drive. The site is approximately 0.5 acres (24,061 square feet or 2,235.3 square metres) in area.
Location	Located on Sackville Drive, north east from the intersection of Beaver Bank Road and Sackville Drive.
Designation	Urban Residential under the Sackville MPS (Map 1)
Zoning	R-2 (Two Unit Dwelling) Zone under the Sackville Land Use LUB (Map 2)
Current Use(s)	Single Unit Dwelling and a vacant lot
Surrounding Use(s)	Residential development along the west side of Sackville Drive and commercial development along the east side of Sackville Drive.

Enabling Policy

The MPS enables the consideration of C-2 zone uses on residential properties located on Sackville Drive between Beaver Bank Road and Lucasville Road through the development agreement process, subject to Policy UR-19 and Policy IM-13 (Attachment B). The development agreement process is intended to address potential land use impacts associated with commercial uses which include buffering, traffic, signage and landscaping, as well as general planning matters.

DISCUSSION

Staff have conducted a review of the proposed development relative to the applicable policy criteria and advise the proposed development agreement is consistent with the intent of the MPS. Attachment A contains the proposed Development Agreement. Attachment B contains an analysis of the applicable MPS policies. Aspects of the development that warrant further discussion are noted as follows:

Land Use Compatibility and Traffic

The subject properties are currently zoned and used for residential purposes. The proposal is for a “personal service use”, specifically an osteopath clinic within the existing dwelling through internal conversions. The clinic is proposed to have 4 exam rooms. It is anticipated that the proposed use will not create excessive traffic or noise in relation to its use and is suitable in this area mixed residential and commercial land uses.

Landscaped Buffer

The subject properties are located adjacent to existing residential uses along the southern and western property boundaries. To minimize land use impacts, the parking area is to be buffered with a 20 foot wide landscaped area that may be reduced to 10 feet provided 6 foot high opaque fencing is provided (Attachment A). The applicant is proposing to build a 6 foot high opaque fence along the rear section of the side yard, where the parking area abuts the residential neighbours. The vacant lot (Lot B) will remain undisturbed and treed to provide a buffer along the northern side of the property. This is intended to reduce noise and light intrusion on neighbouring properties.

Signage

The proposed development agreement includes sign provisions to ensure the sign is comparable and compatible with other signs in the area. The agreement requires the sign to have landscaping at the base, be backlit and oriented in such a manner that lighting is directed away from adjacent properties. Any changes to signage could be considered subject to a nonsubstantive amendment to the agreement.

Parking

Parking is required to be located at the rear of the building and buffered from abutting residential properties through a combination of landscaping and fencing (Attachment A). Locating the parking to the rear of the building will minimize its appearance and help to make the property appear more consistent with the residential character of this side of Sackville Drive. The fencing and landscaping requirements will also help limit noise and light intrusion on neighbouring properties.

North West Planning Advisory Committee

On February 19, 2013 Regional Council directed staff to consult Planning Advisory Committees earlier in the development review process. In September of 2013, staff began the process of tabling Planning Applications to PAC near the time of hosting a public information meeting. However, this particular application has not yet been reviewed by PAC given the public information meeting was held on April 4, 2013, and in September of 2013 staff was in the process of negotiating a development agreement with the applicant.

In accordance with PAC’s Terms of Reference, PAC must advise the Community Council with respect to any discretionary decision of Community Council related to the use and development of land. In this instance, this matter is being presented to PAC in the form of a staff report instead of a memo.

Conclusion

Staff reviewed the application and determined the personal service use, developed in accordance with the proposed development agreement (Attachment A), meets the intent of Policies UR-19 and IM-13. Staff advise that the proposed development reasonably carries out the intent of the Sackville MPS and recommend that North West Community Council approve the proposed development agreement as provided in Attachment A.

FINANCIAL IMPLICATIONS

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy.

The level of community engagement was consultation, achieved through a public information meeting on April 4, 2013 (see Attachment C), the HRM Website, responses to inquiries, as well as an information/notification sheet that was sent to property owners in the general area of the site regarding the proposal.

A Public Hearing has to be held by North West Community Council before they can consider approval of the proposed development agreement. Should North West Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area, as shown on Map 2, will be notified of the hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed development agreement will potentially impact local residents, property owners and adjacent businesses.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant environmental policies contained in the MPS. No additional concerns were identified beyond those discussed in this report.

ALTERNATIVES

1. Community Council may choose to refuse to approve the development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended. A decision of Council to reject this development agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

2. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant, a supplementary staff report and an additional public hearing.

ATTACHMENTS

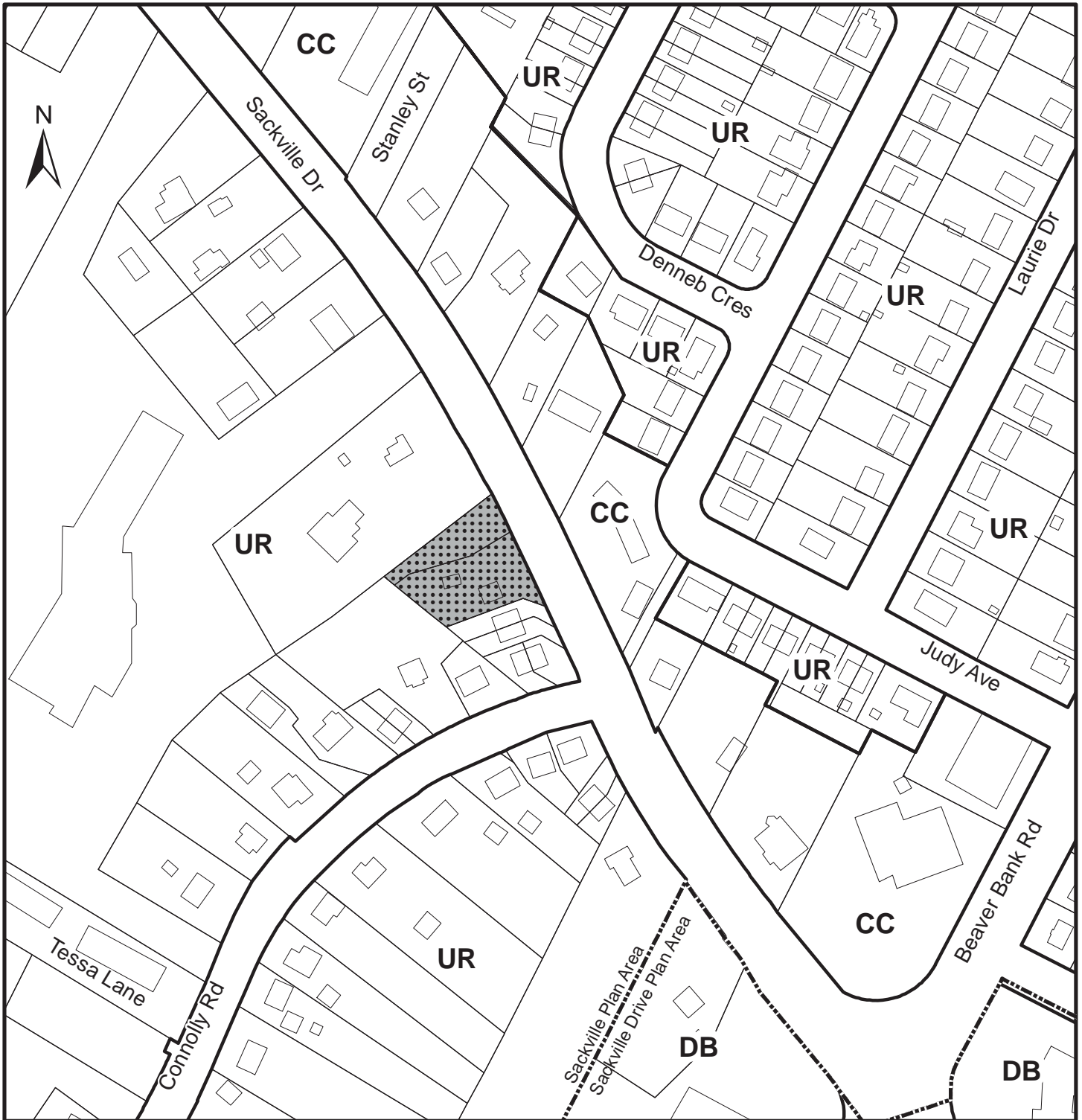
Map 1: Generalized Future Land Use Map
Map 2: Zoning and Notification
Attachment A: Development Agreement
Attachment B: Excerpts from the Sackville MPS and Policy Evaluation
Attachment C: Public Information Meeting Minutes

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 Chapman, Planner 1, 490-3999

Original Signed

Report Approved by:  Kelly Denty, Manager, Development Approvals, 490-4800

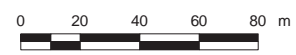


Map 1 - Generalized Future Land Use

932, 938, & 940 Sackville Drive
Sackville



 Area of proposed development agreement



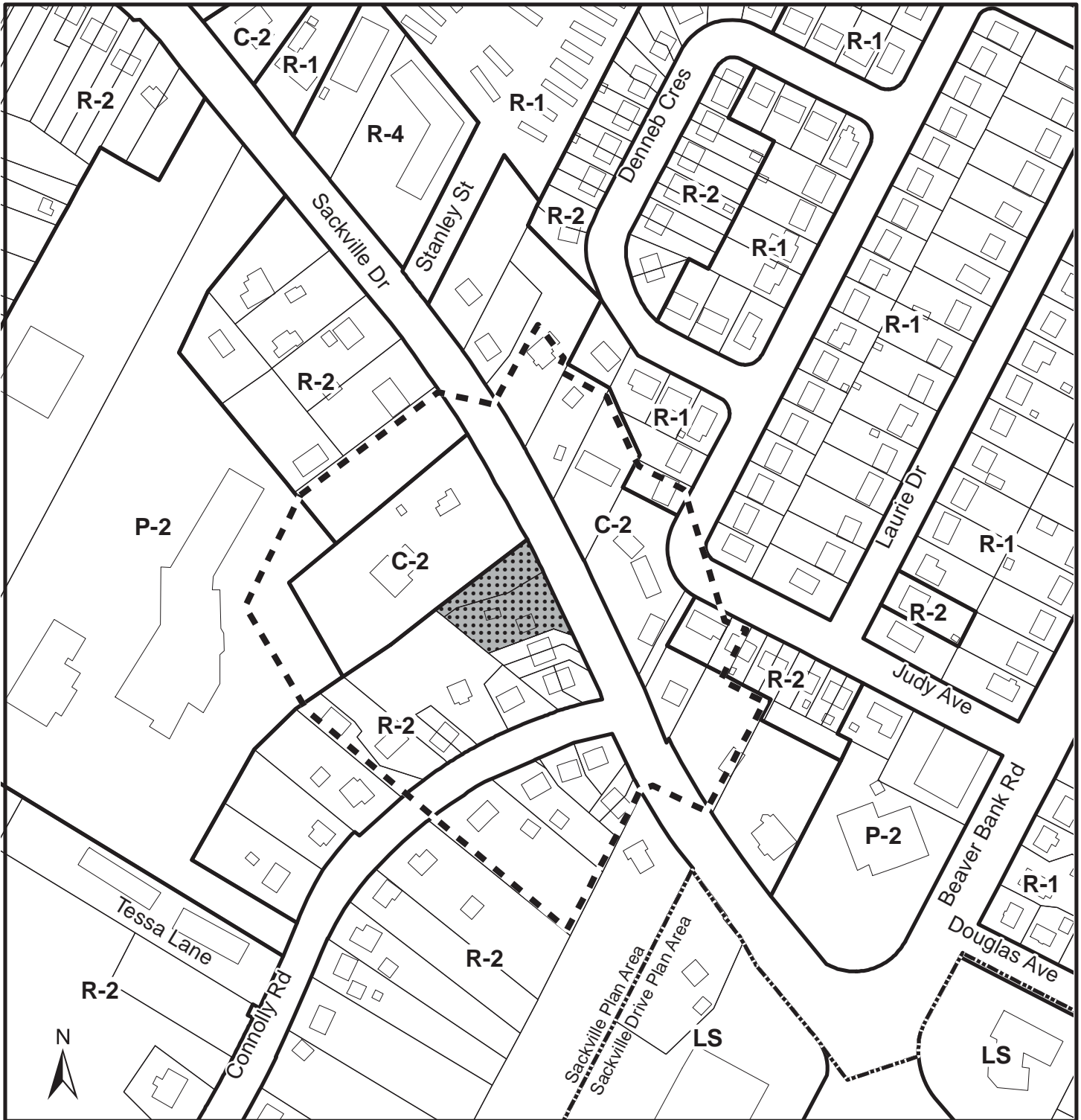
Sackville Designations
 UR Urban Residential
 CC Community Commercial

Sackville Drive Designations
 DB Downsview / Beaver Bank

This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

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

Sackville
Plan Area



Map 2 - Zoning and Notification

932, 938, & 940 Sackville Drive
Sackville



Area of proposed development agreement

Area of notification

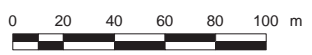
Sackville Plan Area

Sackville Zones

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-4 Multiple Unit Dwelling
- C-2 Community Commercial
- P-2 Community Facility

Sackville Drive Zones

- LS Large Scale Commercial



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

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

**Attachment A:
Development Agreement**

THIS AGREEMENT made this day of **[Insert Month]**, 2014,

BETWEEN:

[Insert Individual's name]

an individual, in the Halifax Regional Municipality
in the Province of Nova Scotia (hereinafter called the
"Developer")

OF THE FIRST PART

[Insert Individual's name]

an individual, in the Halifax Regional Municipality
in the Province of Nova Scotia (hereinafter called the
"Developer")

OF THE SECOND PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE THIRD PART

WHEREAS the Developer is the registered owner of certain lands located at 932, 938 and 940 Sackville Drive, Middle 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 a personal service use on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy UR-19 of the Sackville Municipal Planning Strategy and Section 3.6(a)(xxiii) 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 18306;

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 18306:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Signage

3.2 Requirements Prior to Approval

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) Personal Service Use as defined by the Sackville Land-Use Bylaw; or
- (b) Any use permitted within the existing underlying zone, subject to the provisions contained within the Land Use By-law for Sackville as amended from time to time.

3.4 PARKING, CIRCULATION AND ACCESS

- 3.4.1 The parking area shall be sited as shown on Schedule B. The parking area shall be setback 10 feet from any property lines except where adjacent to Lot B as shown on Schedule B, which may be reduced to zero (0) setback.
- 3.4.2 The parking area shall be hard surfaced or gravelled.
- 3.4.3 Limits to the parking lot shall be demarcated by curb or landscaping.
- 3.4.4 The driveway access shall be as generally shown on Schedule B.
- 3.4.5 Only one driveway is permitted on the Lands. The existing second driveway shall be removed and replaced with landscaping and the curb and right of way reinstated. Should the Developer wish to alter the configuration as generally shown on Schedule B, approval of the Development Officer, in consultation with the Development Engineer, shall be required.

3.5 OUTDOOR LIGHTING

- 3.5.1 Lighting, including lighting for signage, 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.

3.6 LANDSCAPING

- 3.6.1 Ornamental plants shall be planted and maintained around the front of the building as part of the required landscaping.
- 3.6.2 A landscaped buffer is required along the property boundary adjacent to the parking area as shown on Schedule B. The buffer shall consist of:
 - (a) a minimum of twenty (20) feet in depth running the entire length of the adjacent property line and shall contain a vegetation screen consisting of at least two staggered rows of coniferous trees which are at least six (6) feet in height and at a maximum spacing of eight (8) feet on centre;
 - (b) notwithstanding clause (a), the landscaped area may be reduced to ten (10) feet where an opaque fence of at least six (6) feet in height is provided along the adjacent property line and the landscaped area shall contain of a mix of nursery-

stock trees at a maximum spacing of ten (10) feet on centre, or a mix of shrubs at a spacing of six (6) feet on centre, or a combination of nursery-stock trees and shrubs at the required spacing;

- (c) notwithstanding clause (a) existing vegetation maintained a minimum of twenty (20) feet in depth running the entire length of the adjacent property line may be used to satisfy the requirements for a landscaped buffer along the rear lot line; and
- (d) no structures, parking, storage or open display shall be permitted within the landscaped buffer.

3.7 MAINTENANCE

- 3.7.1 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, 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.

3.8 SIGNS

- 3.8.1 One ground sign and one fascia sign shall be permitted.
- 3.8.2 The ground sign shall be as shown in Schedule C and shall be made of non-reflective material. Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.
- 3.8.3 The maximum size of a fascia sign is 30 square feet and shall not be back lit.

3.9 SCREENING

- 3.9.1 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.
- 3.9.2 Any mechanical equipment shall be screened from view from adjacent residential properties and from Sackville Drive with a combination of fencing and landscaping or building elements.

3.10 HOURS OF OPERATION

- 3.10.1 The personal service use shall be permitted to operate between the hours of 7:00 am and 9:00 pm daily. Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 am and 9:00 pm.

PART 4: STREETS AND MUNICIPAL SERVICES

Off-Site Disturbance

- 4.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

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

- (a) Changes to the parking area as detailed in Section 3.4 or which, in the opinion of the Development Officer, do not conform with Schedule B or the provisions of this agreement;
- (b) Changes to the signage requirements as detailed in this agreement;
- (c) The granting of an extension to the date of commencement of construction in Agreement;

5.2 Substantive Amendments

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 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.

6.2 Subsequent Owners

- 6.2.1 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.
- 6.2.2 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).

6.3 Commencement of Development

- 6.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 6.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Development Permit.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.3.1, 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.

6.4 Completion of Development

Upon the completion of the issuance of an Occupancy Permit 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.

6.5 Discharge of Agreement

- 6.5.1 If the Developer fails to complete the development after 3 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 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 twenty four hours of receiving such a request.

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 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 defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

(Insert Registered Owner Name)

Witness

SIGNED, SEALED AND DELIVERED
in the presence of:

(Insert Registered Owner Name)

Witness

=====

**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**

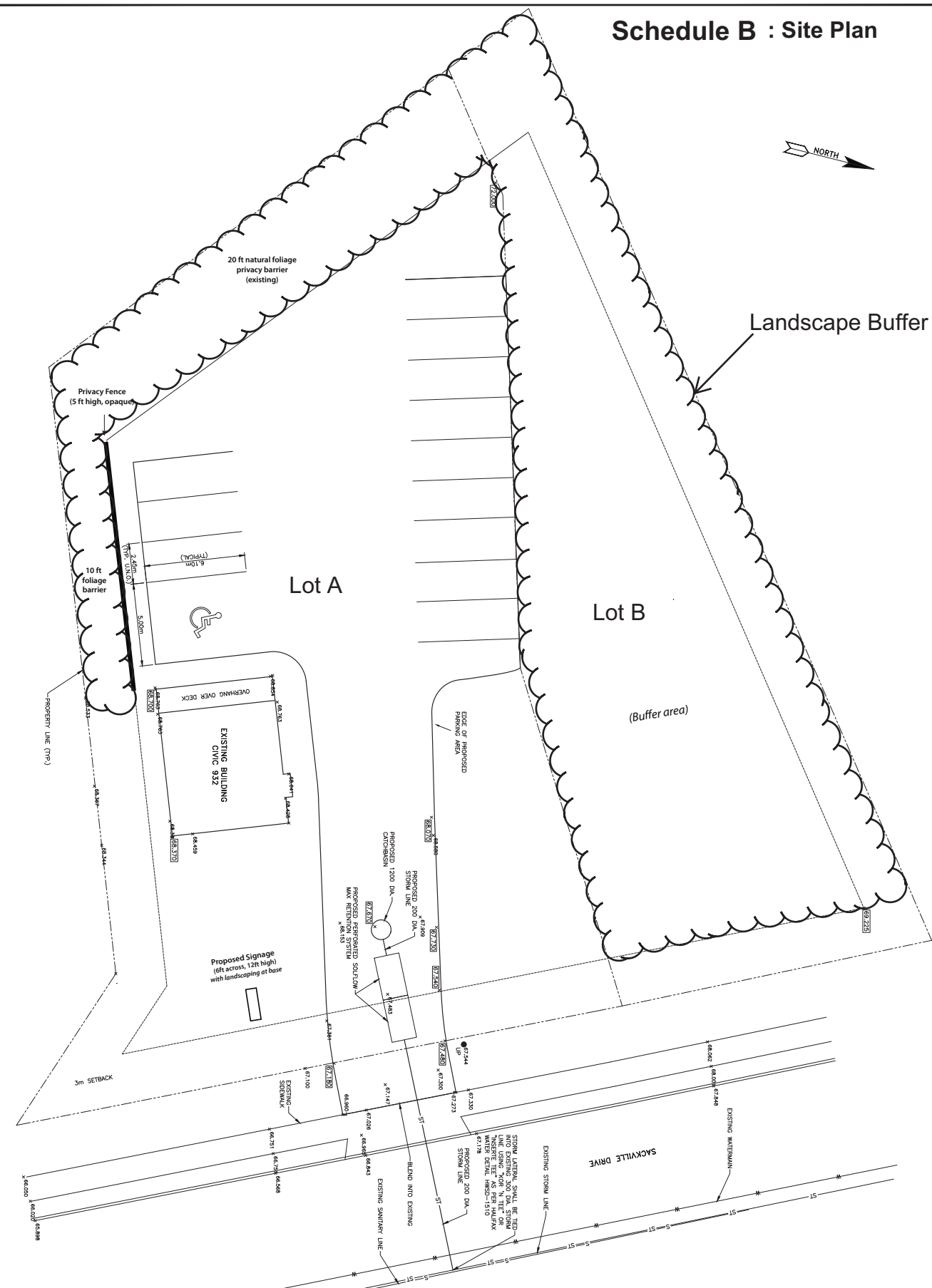
Witness

Per: _____
Mayor

Witness

Per: _____
Municipal Clerk

Schedule B : Site Plan



NOTES:

1. ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE CIVIL WORK SHOWN ON THIS PLAN. THE CLIENT IS RESPONSIBLE FOR THE ACQUISITION OF ALL NECESSARY PERMITS AND FOR THE OBTAINING OF ALL NECESSARY INFORMATION FROM THE LOCAL AUTHORITIES.
2. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE OBTAINING OF ALL NECESSARY INFORMATION FROM THE LOCAL AUTHORITIES.
5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE OBTAINING OF ALL NECESSARY INFORMATION FROM THE LOCAL AUTHORITIES.

LEGEND

—*— EXISTING GRADE ELEVATION

—#— PROPOSED GRADE ELEVATION

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS ONLY. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION.

DATE: 07/24/14

BY: [Signature]

ENVIRONMENTAL CONSULTANTS LIMITED

11100

11100

11100

11100

REVISION OR ISSUE

NO.	DESCRIPTION	DATE	BY
1	AS ISSUED FOR PERMITS	07/24/14	SM

CLIENT

MONIQUE GULDERSON

PROJECT

GULDERSON LOT LAYOUT

TITLE

CIVIL LAYOUT LOT 34 SITE LAYOUT

DATE

JUN 9 2014

SCALE

1:100

PROJECT NO.

1403

CLIENT NO.

C-1

Schedule C : Signage



72"



144"

60"



48"

6"

72"



12"

Top

20"

**Attachment B:
Excerpts from the Sackville MPS and Policy Evaluation**

Local Commercial Uses

Sackville has not escaped the encroachment of larger scale commercial uses within residential areas. This is particularly the case along Sackville Drive between the Beaver Bank Road and the Lucasville Road where, although residential uses predominate there are a number of commercial operations. The north side of Sackville Drive in this area has been included within the Community Commercial Designation which supports future commercial development. Along the south side of Sackville Drive, however, there is greater concern with maintaining compatibility with the adjacent residential areas. Along this portion of roadway, future commercial development shall be considered by development agreement.

UR-19 Notwithstanding Policy UR-2, within the Urban Residential Designation, along the south side of Sackville Drive between the Beaver Bank Road and the Lucasville Road, it shall be the intention of Council to recognize and accommodate within the land use by-law existing larger scale commercial enterprises as well as those properties having commercial zoning at the adoption of this planning strategy. It shall further be the intention of Council to consider community commercial zone uses in this area according to the development agreement provisions of the Planning Act. In considering such agreements, Council shall have regard to the following:

Policy	Staff Comment
<i>(a) that the site has frontage on and direct access to Sackville Drive;</i>	The site is located on and has frontage on Sackville Drive. The single access is from Sackville Drive.
<i>(b) that the height, bulk, lot coverage and architectural appearance of any building is compatible with adjacent land uses;</i>	Along this section of Sackville Drive, the buildings are a mix of single unit residential, converted residences and commercial buildings. The applicant is proposing to convert the existing residential building to a commercial use through internal conversion of the building. No exterior alterations are proposed to the existing building and the design of the building will remain consistent with the surrounding residential and commercial development.

Policy	Staff Comment
<i>(c) that adequate provision is made for buffering and screening from adjacent residential properties;</i>	The Development Agreement requires a 20 ft landscaped buffer that may be reduced to 10 ft provided opaque fencing is provided. The driveway is being relocated to the far side of the lot, away from the existing residential building and adjacent to Lot B, the vacant lot, to reduce the impacts of vehicle traffic on neighbouring properties.
<i>(d) that site design features, including landscaping, signage, parking areas and driveways are of adequate size and design to address potential impacts on adjacent development, and to provide for the needs of users of the development;</i>	The proposed signage is consistent with signage in the area and landscaping is proposed around the base to enhance the design. Landscaping is also proposed around the front of the building to improve the appearance of the building from the street. Parking is provided in the rear of the building and will have a either a 20 ft landscaped buffer or a 10 ft buffer with a 6 foot high opaque fence to reduce the impacts of noise and lights generated by vehicles on neighbours.
<i>(e) hours of operation;</i>	The hours of operation are limited to 7 am to 9 pm and deliveries are limited to the operating hours.
<i>(f) the provisions of Policy IM-13.</i>	See below

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:

Policy	Staff Comment
<i>(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;</i>	Proposal meets the requirements of Policy UR-19 (see above).
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	There are no anticipated costs to the Municipality relating to the proposed development.
<i>(ii) the adequacy of sewer and water services;</i>	Halifax Water is satisfied that the proposed development can be serviced.

<i>(iii) the adequacy or proximity of school, recreation and other community facilities;</i>	The proposed development will have no impact on school, recreation or community facilities.
<i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i>	Development Engineering has reviewed the TIS and accepted the conclusion that there will be limited impacts on the traffic network due to this development.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	None on the site.
<i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	Proposal meets the requirements of Policy UR-19 (see table above).
<i>(i) type of use;</i>	Proposal meets the requirements of Policy UR-19 (see table above).
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	Proposal meets the requirements of Policy UR-19 (see table above).
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	Proposal meets the requirements of Policy UR-19 (see table above).
<i>(iv) open storage;</i>	Proposal meets the requirements of Policy UR-19 (see table above).
<i>(v) signs; and</i>	Proposal meets the requirements of Policy UR-19 (see table above).
<i>(vi) any other relevant matter of planning concern.</i>	Proposal meets the requirements of Policy UR-19 (see table above).
<i>(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;</i>	Site is level and is well suited for the proposed use.
<i>(e) any other relevant matter of planning concern; and</i>	Proposal meets the requirements of Policy UR-19 (see table above).
<i>(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.</i>	Not applicable.

**Attachment C:
Public Information Meeting Minutes**

**HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case No. 18306**

**Thursday, April 4, 2013
7:00 p.m.
Sackville Heights Community Centre**

STAFF IN

ATTENDANCE: Jacqueline Belisle, Planner, HRM Planning Applications
Alden Thurston, Planning Technician, HRM Planning Applications
Nancy Bellefontaine, Planning Controller, HRM Planning Applications

ALSO IN

ATTENDANCE: Monique Guilderson, Applicant
Francine Wright, Applicant
Councillor Brad Johns, District 14

PUBLIC IN

ATTENDANCE: Approximately 13

1. Call to order, purpose of meeting – Jacqueline Belisle

Ms. Belisle introduced herself as the Planner facilitating the application through the planning process; Monique Guilderson, and Francine Wright, applicants; Nancy Bellefontaine and Alden Thurston, HRM Planning Applications, and Councillor Brad Johns.

The purpose of the public information meeting (PIM) is to inform the community that HRM has received an application for an osteopathic health clinic at 932 Sackville Drive. This meeting is meant to describe the proposal and background, and receive comments and feedback from the public. No decisions are made at the PIM.

The ground rules for the meeting were reviewed. Those in attendance were asked to keep their remarks focused on the proposal, use the microphone, respect all points of view and opinions, provide their name and general address and to sign the sign-up sheet.

2. Presentation of Proposal – Jacqueline Belisle

Ms. Belisle showed a map of the area and indicated the location of 932 Sackville Drive (highlighted in yellow). Administratively, the site falls within the Sackville plan area. It is designated Urban Residential under the Sackville Municipal Planning Strategy (MPS) and is zoned R-2 (Two Unit Dwelling Zone) under the Sackville Land Use By-law (LUB). Under the

R-2 Zone, osteopathic health clinics are not permitted. However there is policy within the MPS which enables this use to be considered through the development agreement process. This is not a rezoning of the property; it's a specific agreement for a specific use.

Ms. Belisle reviewed Policy UR-19. Each policy criteria was explained.

Ms. Belisle displayed a site plan that was provided by the applicants. The site plan showed the existing driveway entering and exiting onto Sackville Drive, parking area, the location of the dwelling on the property that will be used for the clinic, the proposed locations of hedges that will act as a buffer from the adjacent properties, and the existing mature vegetation in the rear of the property which is proposed to remain. The proposal is not to change the current building, or establish any new structures; it is strictly for the use of the property. Ms. Belisle provided a site photo taken at street level showing what the property looks like today with a viewpoint from Sackville Drive.

The applicants were asked to speak to provide information on osteopathy.

Applicants, Monique Guilderson and Francine Wright, thanked everyone for coming to the meeting. They introduced themselves and their experience in this field. They mentioned that in other areas of the city there are osteopath practices currently, but nothing available in Sackville so that is why they saw a need for this type of service in Sackville. They explained that it is generally a very quiet business with not much traffic. Appointments typically last from about a half hour to forty-five minutes long. A patient will come for their session, leave, and then another patient would come in – it is not a high volume business.

They explained osteopathy as manual therapy, working with the person, and it is similar to a natural holistic medical practice. The main thing is to look at the patient and find various parts of the body that are not moving properly and to get them moving using very gentle techniques. The body is looked at systemically, evaluating everything from the organs to cranial, muscle, fluid movement, bones, etc. Osteopathy looks at the root cause of the problem instead of treating the symptoms. The training is quite intensive, it is a five year program, with extra research years and graduates come out very well trained. Osteopathy is not regulated in Nova Scotia yet, but it's being investigated. A handout and pamphlet were provided by the applicants.

3. Overview of planning process – Jacqueline Belisle

Ms. Belisle provided an overview of the planning process. It was explained that the initial step in the process when an application is received is to hold a PIM to provide the community with as much information as possible regarding a proposal and get as much feedback as possible. Comments from this meeting are reviewed and the proposal is evaluated against the policy. Other HRM departments participate in a review, including HRM Development Services, Halifax Water, and HRM Traffic Services.

After this review is complete, a draft development agreement is negotiated with the applicants. Once both parties agree to the draft, a staff report is submitted to the North West Planning Advisory Committee (NWPAC) and North West Community Council (NWCC). The staff report contains a formal evaluation of the proposal and a copy of the draft development agreement.

The NWPAC (a committee made up of citizen representatives and local councillors) will meet to discuss the proposal and forward their recommendation (either support the proposal or not) to NWCC. NWCC will schedule a public hearing at which time they will make a decision on the application. Anyone who received notification to attend tonight's PIM will again receive notification to attend the public hearing. Also, anyone who signs the sign-up sheet will be added to the notification mailing list. If NWCC approves the application, the development agreement will be registered at the Land Registry Office (Registry of Deeds). Any future property owners will be subject to this agreement.

Ms. Belisle provided the webpage address for this application, where it can be found on the HRM website and explained that the status of this proposal is updated there. At the public hearing, people can speak for/against the proposal. Anyone not comfortable speaking in public can provide a written submission to the Clerk's office. Ms. Belisle offered that at any time during the process, she can be contacted and provided her contact information. She also explained that those in attendance are under no obligation to speak at this meeting and that she can be contacted with comments/concerns afterwards as well.

Continuing with the explanation of the planning process, Ms. Belisle explained that NWCC's decision is appealable. This means if NWCC, at the public hearing, decides to refuse the application the applicant can appeal that decision to the Nova Scotia Utility and Review Board and conversely, if NWCC approves the application, affected persons can appeal that decision as well.

Ms. Belisle displayed the website address that has been set up for this application. The site plan shown earlier is available there, along with the planning process as discussed. She also displayed her contact information.

The floor was opened for questions/comments.

4. Questions and Comments

Andy Jeffery, Clayton Park, Halifax – Sought clarification on the amount of time it takes to become knowledgeable in the field of osteopathy? How many years of University, etc.?

Ms. Wright explained that it is a five year course at Dalhousie University. Students attend classes for one week a month for five years to be certified as an Osteopath. Students must complete a thesis which is usually a minimum of a year and half. Also, either a degree or a health practitioner background of some kind is an admission requirement to enter the program.

Councillor Johns - asked if the applicants own the property and if they already run a chiropractic clinic on Sackville drive?

Ms. Guilderson confirmed that they do own the property in question and she does run the current Chiropractic clinic on Sackville Drive.

Bob Taylor, Sackville - is involved in Friends of First Lake Society and indicated that Ms. Guilderson has been a valuable member of their society and acted as their secretary. He is very happy that she's finished her schooling, and she can resume her volunteer activities within the community.

Ms. Guilderson thanked him for his comments.

5. Closing Comments

Ms. Belisle thanked everyone for coming and reminded them again to sign the sign-up sheet before leaving to ensure they receive further notification(s) about any upcoming meetings. She also mentioned that there are information sheets and pamphlets available next to the sign-up sheet by the door.

6. Adjournment

The meeting adjourned at approximately 7:25 pm.