



P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 13.1.1**  
**North West Community Council**  
**February 28, 2022**

**TO:** Chair and Members of North West Community Council

**SUBMITTED BY:** - Original Signed -  
Kelly Denty, Executive Director of Planning and Development

**DATE:** January 19, 2022

**SUBJECT:** **Case 23812: Development Agreement for 216 and 218 Cobequid Road,  
Lower Sackville**

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**ORIGIN**

Application by TEAL Architects + Planners Inc.

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development.*

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed amending development agreement, as set out in Attachment A, to add lands to the site enabling balconies, and schedule a public hearing;
2. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the agreement be signed by the property owner within 240 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**

TEAL Architects + Planners Inc. have applied to amend the original development agreement in place at 216 and 218 Cobequid Road in Lower Sackville by the addition of a triangular parcel of land abutting the Glenwood Drive site boundary. The additional lands will enable protruding balconies on the Glenwood Drive elevation that were not previously permitted as they would have encroached onto lands not owned by the developer.

<b>Subject Site</b>	216 and 218 Cobequid Road, Lower Sackville and PID 41257940
<b>Location</b>	Northwest corner of the intersection of Cobequid Road and Glendale Drive. The subject site does not currently abut Glendale Drive as a small triangle of formerly provincially owned land (PID 41257940) runs along the length of the site that the applicant is requesting to add to the site plan.
<b>Regional Plan Designation</b>	Urban Settlement (US)
<b>Community Plan Designation (Map 1)</b>	Community Commercial (CC) under the Sackville Municipal Planning Strategy (MPS)
<b>Zoning (Map 2)</b>	C-2 (Community Commercial) zone under the Sackville Land Use By-law (LUB)
<b>Size of Site</b>	1,329.72 sq. m (14,313 sq. ft.) and 166.24 sq. m (1789.5 sq. ft.)
<b>Street Frontage</b>	Both parcels create a total of 61.26 m (201 ft.) on Glendale Drive and 18.75 m (61.5 ft.) on Cobequid Road
<b>Current Land Use(s)</b>	Commercial and residential mixed-use building
<b>Surrounding Use(s)</b>	Glendale Drive to the north with a gas station and associated retail; Strip mall retail at the eastern and southern corners of the intersection of Cobequid Road and Glendale Avenue; and Abutting the subject lands to the southwest boundary is Malik Court, a residential cul-de-sac.

### **Proposal Details**

The applicant proposes to add a parcel of land to the subject site requiring an amendment to the development agreement originally approved by North West Community Council on December 10, 2018 (Case 21406). The major aspects of the proposal are as follows:

- The additional lands will increase the frontage at Glendale Drive to 64.08 m (210.24 ft.) and at Cobequid Road to 23.97 m (78.64 ft.);
- The additional lands will increase the area of the subject site by 165.18 sq. m (1,778 sq. ft.) to a new total of 1494.9 sq. m (16,090.97 sq. ft.); and
- The additional lands on the Glendale Drive side of the subject site will allow protruding balconies on that elevation not previously permitted as they would have encroached lands not owned by the developer.

The staff report and original development agreement can be located here:

<https://www.halifax.ca/sites/default/files/documents/city-hall/community-councils/181210nwcc1011r.pdf>

### **Enabling Policy and LUB Context**

Policy CC-6 of the Sackville Municipal Planning Strategy (MPS) allows Council to consider development of new multiple unit dwellings by development agreement. The enabling policy is subject to implementation policy IM-13 which provides general considerations for development agreements.

The subject lands are currently zoned C-2 (Community Commercial) under the Sackville LUB. The provisions of the C-2 Zone allow a wide range of commercial, residential and community uses. Because the C-2 Zone does not permit new residential uses, the applicant pursued the proposed multiple unit

building, as enabled by policy, through a development agreement. These policies have not changed since the development agreement was originally approved.

## **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 providing information and seeking comments from the community. The HRM webpage was created in September of 2021, and there have been 133 unique page views with an average stay on the webpage being 3:05 minutes. Signage was posted on the subject site and 72 letters mailed to property owners within the notification area. To date no public comments have been received.

A public hearing must be held by North West Community Council before they can consider approval of the proposed amending development agreement. Should 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 shown on Map 2 will be notified of the hearing by regular mail.

### **North West Planning Advisory Committee**

On December 8, 2021, the North West Planning Advisory Committee (PAC) recommended that the application be approved. A report from the PAC to Community Council will be provided under separate cover.

## **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the Sackville MPS. Attachment B provides an evaluation of the proposed amending development agreement in relation to the relevant MPS policies.

### **Proposed Amending Development Agreement**

Attachment A contains the proposed amending development agreement for the subject site and the conditions under which the development may occur. The proposed amending development agreement addresses the following matters:

- The addition of a triangular parcel of lands to the site plan as shown on a revised schedule to the development agreement; and
- The provision of protruding balconies at the Glendale Drive elevation of the proposed building as shown on revised schedules to the development agreement.

The attached amending development agreement will permit the addition of lands to the subject site plan of the development agreement, subject to the controls identified above.

### **Timeframes for signing of Agreements**

The COVID-19 pandemic has resulted in difficulties in having legal agreements signed by multiple parties in short periods of time. To recognize this difficulty these unusual circumstances present, staff are recommending extending the signing period for agreements following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The addition of the parcel of land allows the site plan of

the development agreement to provide extended coverage to the HRM street edge. This increased site area provides for protruding balconies on the elevation facing Glendale Drive as well as direct access to the proposed building and location for any other utility or service structures. Therefore, staff recommend that the North West Community Council approve the proposed development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2021-2022 operating budget for Planning and Development.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed amending development agreement are contained within the Discussion section of this report.

### **ENVIRONMENTAL IMPLICATIONS**

No additional concerns were identified beyond those raised in this report.

### **ALTERNATIVES**

1. North West Community Council may choose to approve the proposed amending development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed amending development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

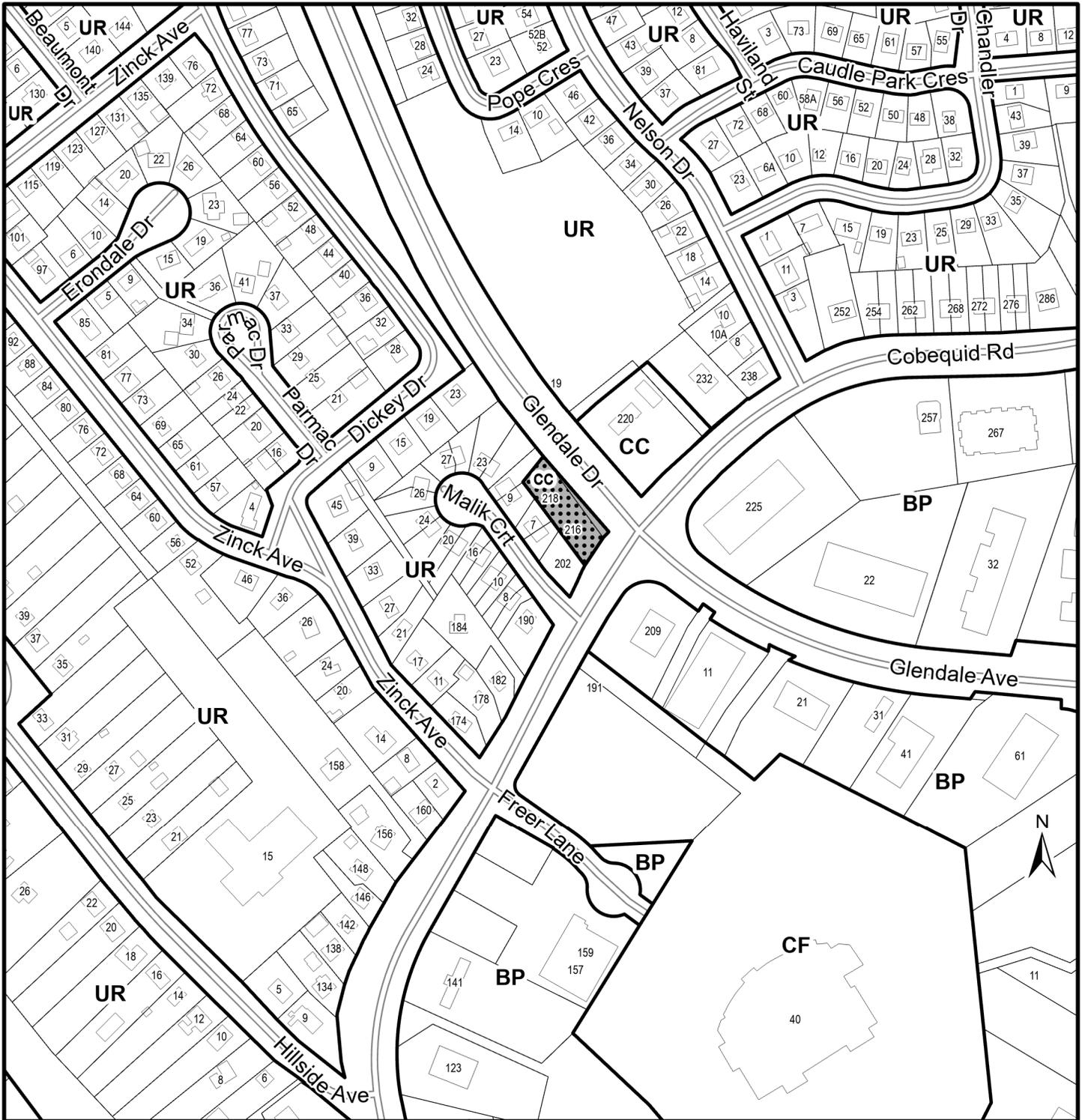
### **ATTACHMENTS**

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Review of Relevant MPS Policies

A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Darrell Joudrey, Planner II, 902.225.8630

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**Map 1 - Generalized Future Land Use**

216-218 Cobequid Road,  
Lower Sackville

**HALIFAX**

-  Area to be added to existing DA
-  Existing DA

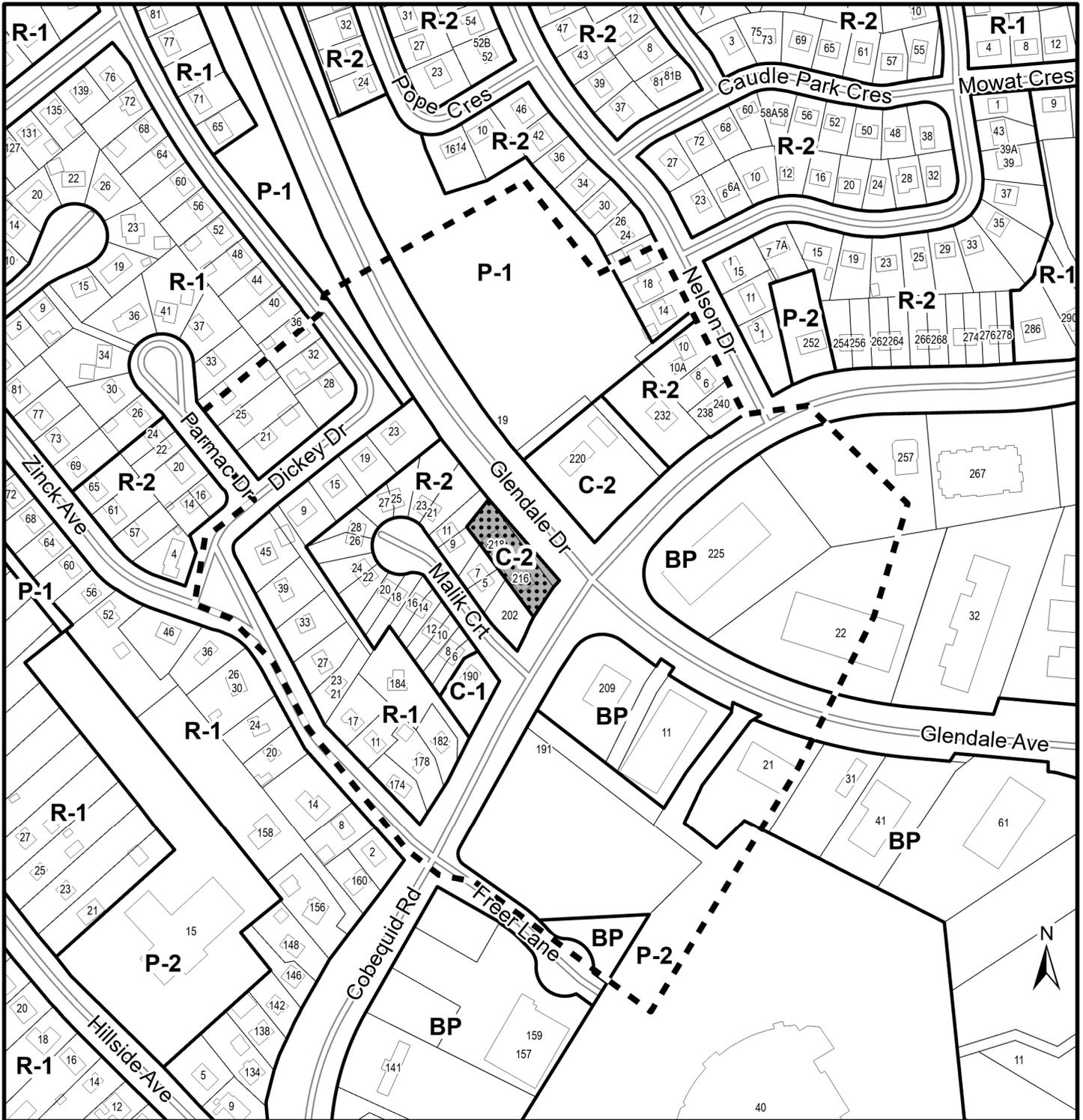
- Designation**
- UR Urban Residential
  - CC Community Commercial
  - CF Community Facility
  - BP Business Park



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

The accuracy of any representation on this plan is not guaranteed.

Sackville  
Land Use By-Law Area



**Map 2 - Zoning and Notification Area**

216-218 Cobequid Road,  
Lower Sackville

**HALIFAX**

-  Area to be added to existing DA
-  Existing DA
-  Area of Notification

- Zone**
- R-1 Single Unit Dwelling
  - R-2 Two Unit Dwelling
  - C-2 Community Commercial
  - BP Business Park
  - P-1 Open Space
  - P-2 Community Facility



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

The accuracy of any representation on this plan is not guaranteed.

Sackville  
Land Use By-Law Area

**Attachment A: Proposed Amending Development Agreement**

THIS FIRST AMENDING AGREEMENT made this      day of **[Insert Month]**, 20\_\_,

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**

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 216 and 218 Cobequid Road, Lower Sackville and PID 41257940, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the North West Community Council approved an application to enter into a Development Agreement to allow for a 33-unit four storey mixed use development on 216 and 218 Cobequid Road, Lower Sackville (municipal case 21406), which said Development Agreement was registered at the Land Registration Office in Halifax on March 14, 2019 as Document Number 114160501 (hereinafter called the "Original Agreement");

**AND WHEREAS** the Developer has requested further amendments to the Original Agreement to allow for the addition of lands (PID 41257940) to enable protruding balconies on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies CC-6 and IM-13 of the Sackville Municipal Planning Strategy and Part 5 of the Sackville Land Use By-law and pursuant to Section 6 of the Original Agreement;

**AND WHEREAS** the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 23812;

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

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1. Except where specifically varied by this First Amending Agreement, all other conditions and provisions of the Original Agreement as amended shall remain in effect.
2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement, and the Original Agreement.

3. Section 3.1 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

<del>Schedule A</del>	<del>Legal Description of the Lands</del>
<b>Schedule A-1</b>	<b>Legal Description of the Lands</b>
<del>Schedule B</del>	<del>Site Plan</del>
<b>Schedule B-1</b>	<b>Site Plan</b>
<del>Schedule C</del>	<del>Level P1</del>
<del>Schedule D</del>	<del>Level 1</del>
<b>Schedule C-1</b>	<b>Level 1 Floor Plan and Detail References</b>
<del>Schedule E</del>	<del>Levels 2 to 4</del>
<del>Schedule F</del>	<del>East Elevation</del>
<b>Schedule D-1</b>	<b>North and West Elevations</b>
<del>Schedule G</del>	<del>West Elevation</del>
<b>Schedule E-1</b>	<b>South and East Elevations</b>
<del>Schedule H</del>	<del>North Elevation</del>
<b>Schedule F-1</b>	<b>Building Section (A301)</b>
<del>Schedule I</del>	<del>South Elevation</del>
<b>Schedule G-1</b>	<b>Building Section (A302)</b>
<del>Schedule J</del>	<del>Building Section East West</del>
<del>Schedule K</del>	<del>Building Section North South</del>
<del>Schedule L</del>	<del>Green Wall Screen Elevation</del>

2. The Original Agreement shall be amended by deleting the following Schedules:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Level P1
Schedule D	Level 1
Schedule E	Levels 2 to 4
Schedule F	East Elevation
Schedule G	West Elevation
Schedule H	North Elevation
Schedule I	South Elevation
Schedule J	Building Section East West
Schedule K	Building Section North South
Schedule L	Green Wall Screen Elevation

And inserting the following Schedules:

Schedule A-1	Legal Description of the Lands
Schedule B-1	Site Plan (attached)
Schedule C-1	Level 1 Floor Plan and Detail References (attached)
Schedule D-1	North and West Elevations (attached)
Schedule E-1	South and East Elevations (attached)
Schedule F-1	Building Section (A301) (attached)
Schedule G-1	Building Section (A302) (attached)

3. The Original Agreement shall be amended by deleting all text references to Schedule A and replacing them with references to Schedule A-1.

4. The Original Agreement shall be amended by deleting all text references to Schedule C and Schedule D, and replacing them with references to Schedule C-1.
5. The Original Agreement shall be amended by deleting all text references to Schedule L and replacing them with the reference to Schedule E-1.
6. Section 2.2 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:
  - (a) ~~Green Wall Screen~~ **Screenfence**: For the purpose of this agreement means a screening device or fence with vegetation growing to it or on it which would prevent "open "effect and would block normal line of sight.
7. Section 3.8 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:

### **3.8 Landscaping and ~~Green Wall Screen~~ Screenfence**

- 3.8.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
  - 3.8.2 The ~~Green Wall Screen~~ **screenfence** as shown on Schedule ~~L~~ **E-1** shall be permitted up to eight (8) feet in height, and shall meet all requirements of HRM By-law Respecting the Building Code.
8. Section 6.1 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:
    - (a) Changes to the ~~green wall~~ **screenfence** as detailed in Section 3.8 or which, in the opinion of the Development Officer, do not conform with Schedule ~~L~~ **E-1**;

**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

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**MAYOR**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**MUNICIPAL CLERK**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, personally came and appeared \_\_\_\_\_, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_ of the parties thereto, signed, sealed and delivered the same in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, personally came and appeared \_\_\_\_\_, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Mike Savage, Mayor and Iain MacLean Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia



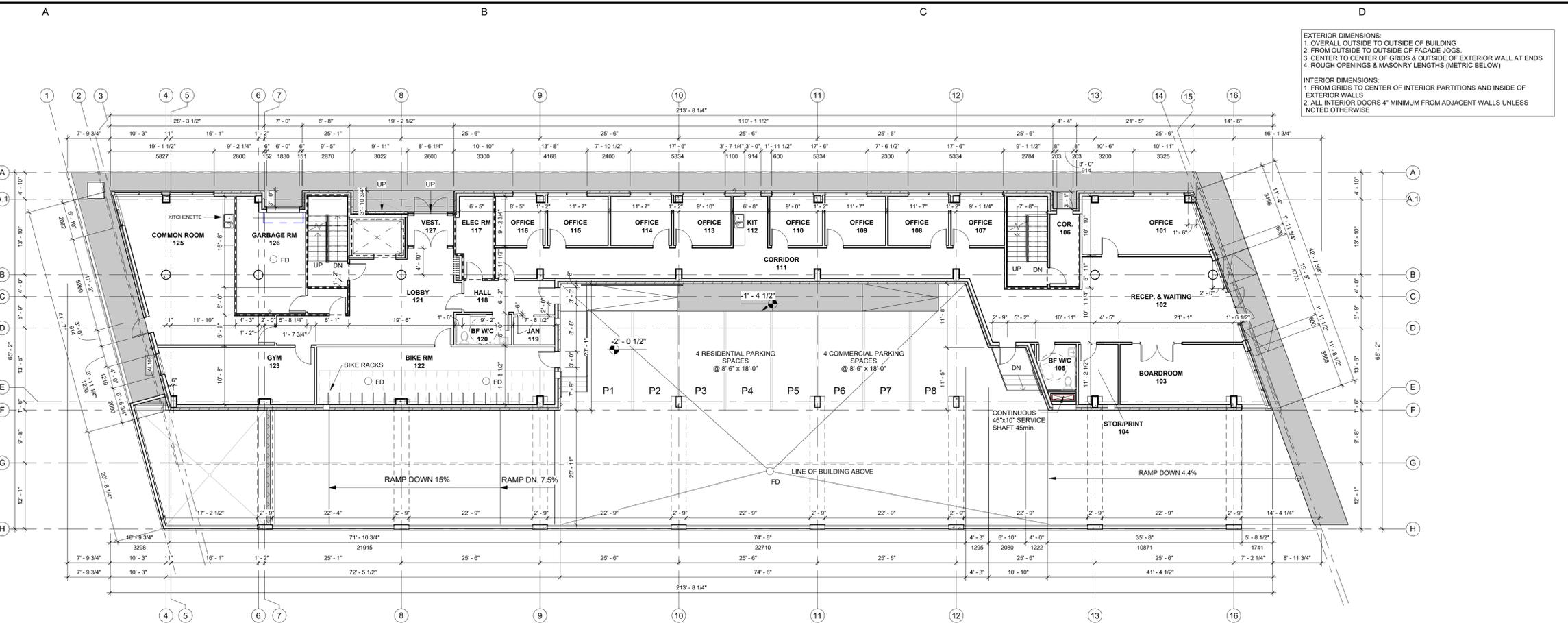
**Schedule C-1**

- 1HR FIRE SEPARATION - - - - -
  - 1.5 HR FIRE SEPARATION - - - - -
  - 45 MINUTE SHAFT [P6] - - - - -
  - 15 MINUTE FIREBLOCK - - - - -
- NOTE: FIRE RESISTANCE NOT SHOWN, REFER TO NOTE BELOW

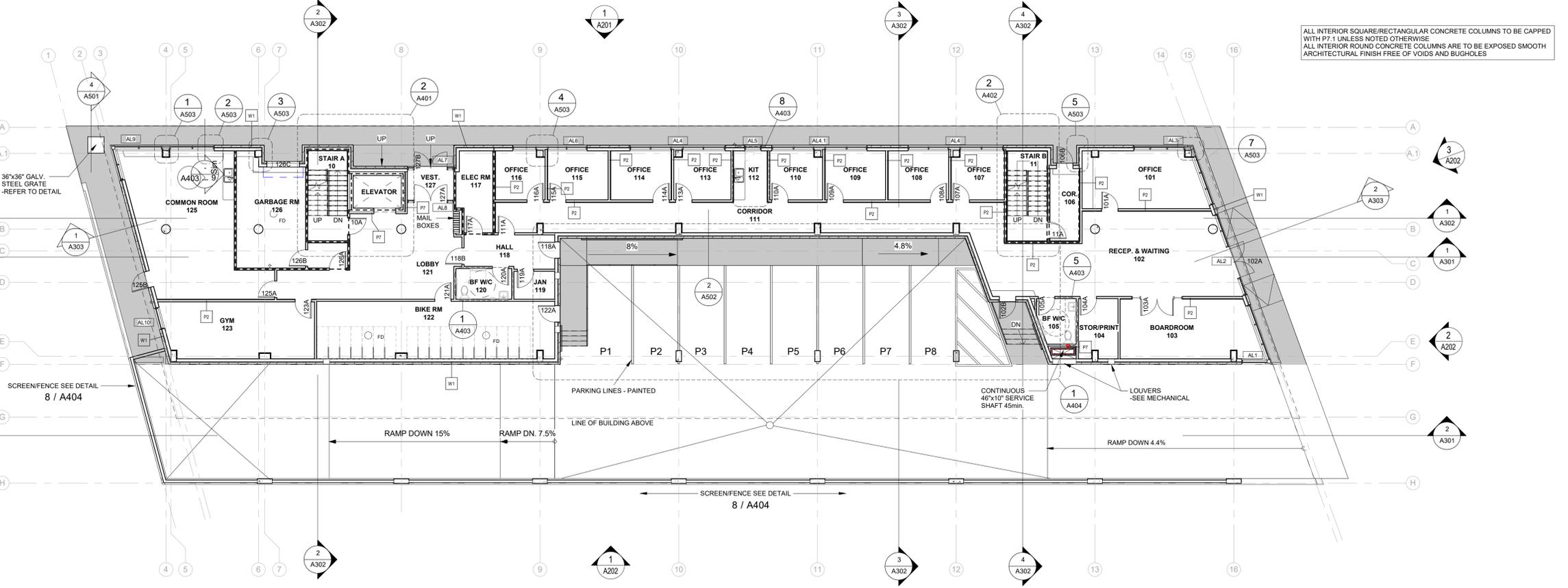
ALL INTERIOR AND EXTERIOR WOOD FRAMED WALLS ABOVE LV. 1 SHALL BE CONSIDERED AS LOAD BEARING AND HAVE A FIRE RESISTANCE RATING OF 1HR - EXCEPT NON-LOADBEARING WALLS NOTED ON STRUCTURAL DRAWINGS.

FE = PROPOSED FIRE EXTINGUISHER LOCATIONS  
 FIRE EXTINGUISHER QUANTITIES & LOCATIONS MUST BE NOTED ON STRUCTURAL DRAWINGS.  
 FD = FLOOR DRAINS  
 SLOPE FLOORS TO DRAINS

- EXTERIOR DIMENSIONS:  
 1. OVERALL OUTSIDE TO OUTSIDE OF BUILDING  
 2. FROM OUTSIDE TO OUTSIDE OF FACADE JOGS  
 3. CENTER TO CENTER OF GRIDS & OUTSIDE OF EXTERIOR WALL AT ENDS  
 4. ROUGH OPENINGS & MASONRY LENGTHS (METRIC BELOW)
- INTERIOR DIMENSIONS:  
 1. FROM GRIDS TO CENTER OF INTERIOR PARTITIONS AND INSIDE OF EXTERIOR WALLS  
 2. ALL INTERIOR DOORS 4" MINIMUM FROM ADJACENT WALLS UNLESS NOTED OTHERWISE



**1 PLAN LEVEL 1**  
 3/32" = 1'-0"

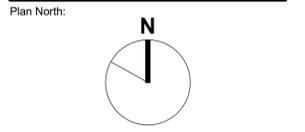


**2 LV.1 DETAIL REFERENCE**  
 3/32" = 1'-0"

Consultants:

Stamp:

Original Stamped



Project Name:

**216 Cobequid**

City: Province:

Client: FH Development Group

DO NOT SCALE DRAWINGS. ALL DIMENSIONS TO BE VERIFIED ON SITE. IN THE ABSENCE OF DIMENSIONS, OR IF DISCREPANCIES EXIST, CONSULT ARCHITECT. ALL MINIMAL DIMENSIONS SHALL COMPLY WITH THE NATIONAL BUILDING CODE AND LOCAL AUTHORITIES HAVING JURISDICTION. THE USE OF THIS DRAWING SHALL BE GOVERNED BY STANDARD COPYRIGHT LAW AS GENERALLY ACCEPTED IN ARCHITECTURAL PRACTICE.

MARK	DATE	DESCRIPTION
B	2021-05-17	Issued for Construction
A	2021-04-01	Issued for Permit

**REVISION SCHEDULE**

Date (yyyy-mm-dd): 2021-05-17  
 Project No.: 2017-016 216 Cobequid Rd.  
 Drawn By: RB  
 Checked By: Checker  
 Approved By: Approver  
 Copyright: TEAL Architects 2019  
 Sheet Title:

**LEVEL 1 FLOOR PLAN & DETAIL REFERENCE**

Sheet No.:

**A103**



Schedule E-1



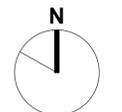
1660 Hollis Street, Suite 1101  
 Halifax, Nova Scotia B3J 1V7  
 t.902.404.8383 f.902.404.8368  
 email - info@TEALarchitects.com

Consultants:

Stamp:

Original Stamped

Plan North:



Project Name:

216 Cobequid

City: Province:

Client: FH Development Group

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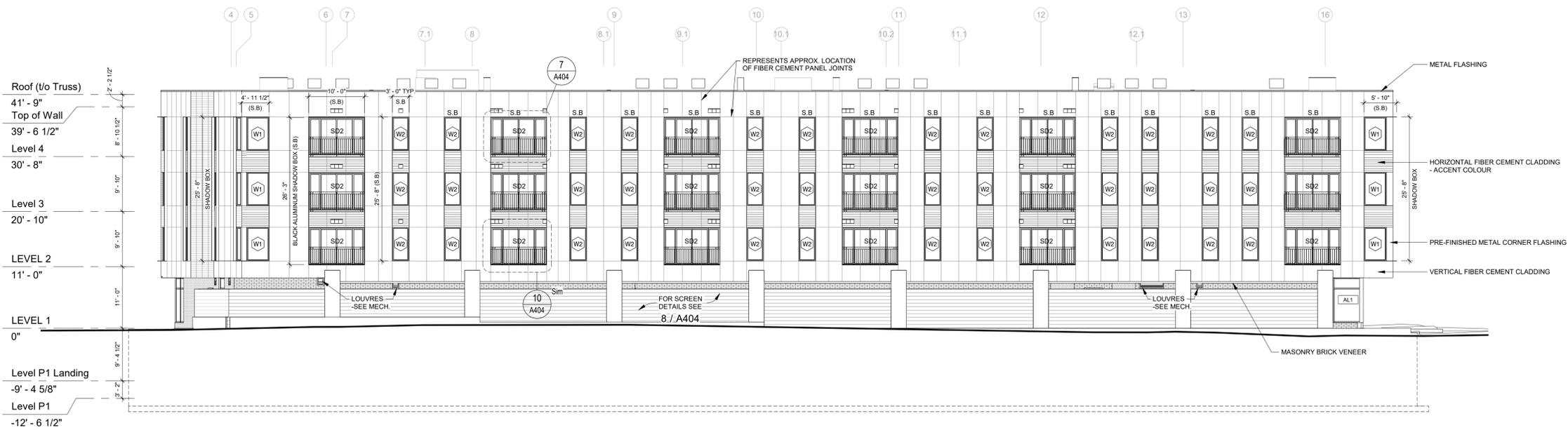
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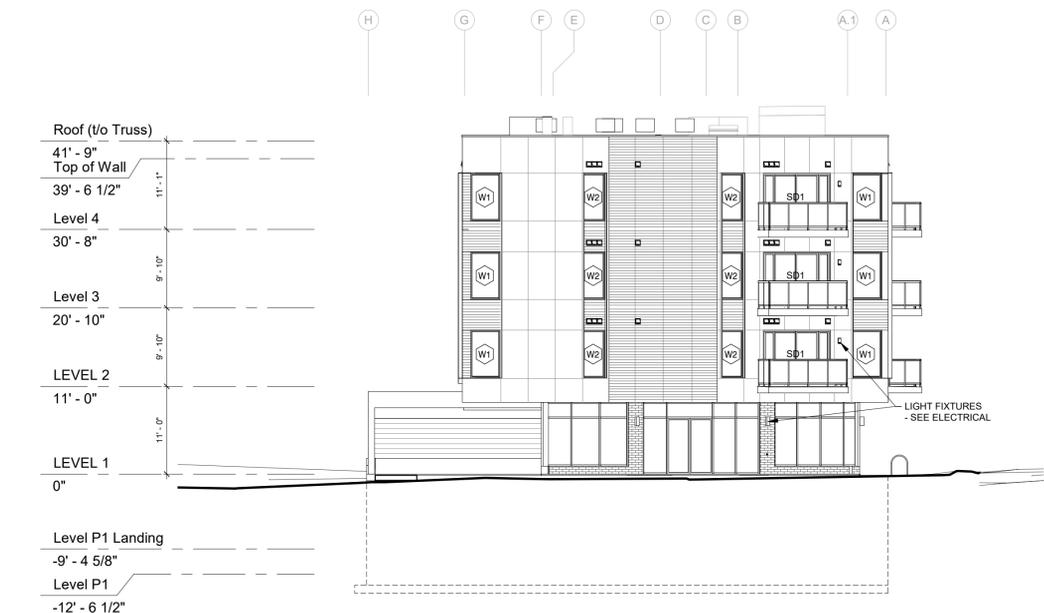
SOUTH & EAST ELEVATIONS

Sheet No.:

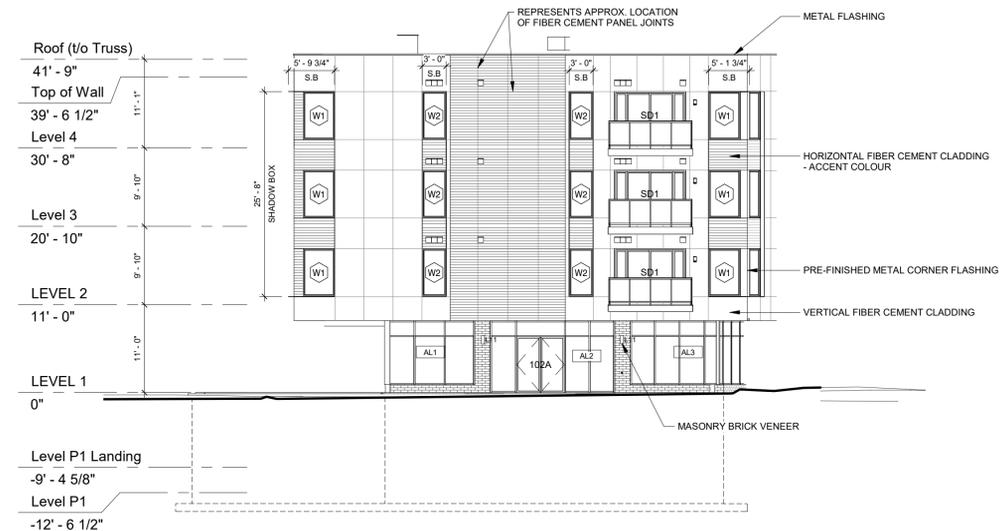
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1 SOUTH ELEVATION  
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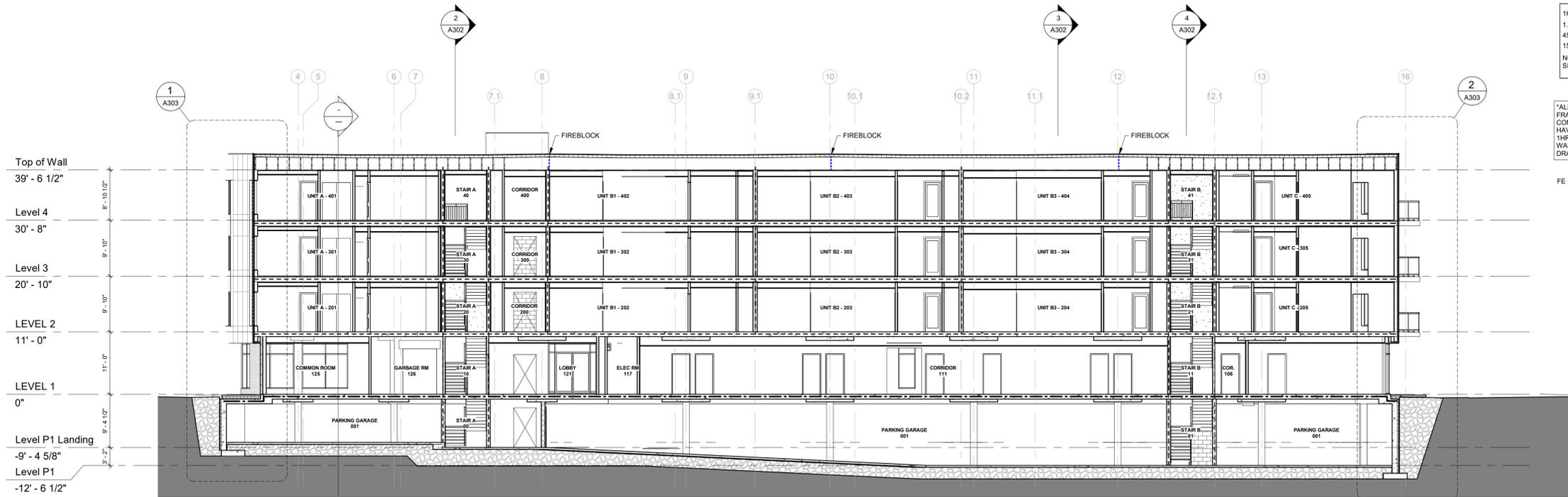
2 EAST ELEVATION  
 3/32" = 1'-0"



3 EAST ELEVATION UNFOLDED  
 3/32" = 1'-0"



Schedule G-1



1HR FIRE SEPARATION - - - -  
 15 HR FIRE SEPARATION - - - -  
 45 MINUTE SHAFT (P) - - - -  
 15 MINUTE FIREBLOCK - - - -  
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FE = PROPOSED FIRE EXTINGUISHER LOCATIONS  
 FIRE EXTINGUISHER QUANTITIES & LOCATIONS MUST COMPLY WITH NFPA

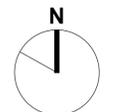
1 BUILDING SECTION C-C  
 3/32" = 1'-0"

Consultants:

Stamp:

Original Stamped

Plan North:



Project Name:

216 Cobequid

City: Province:

Client: FH Development Group

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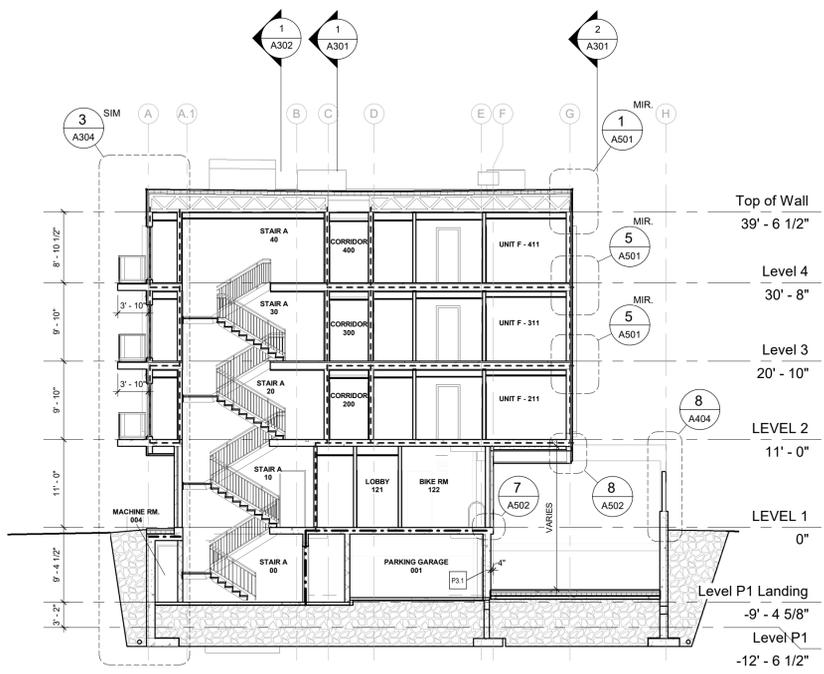
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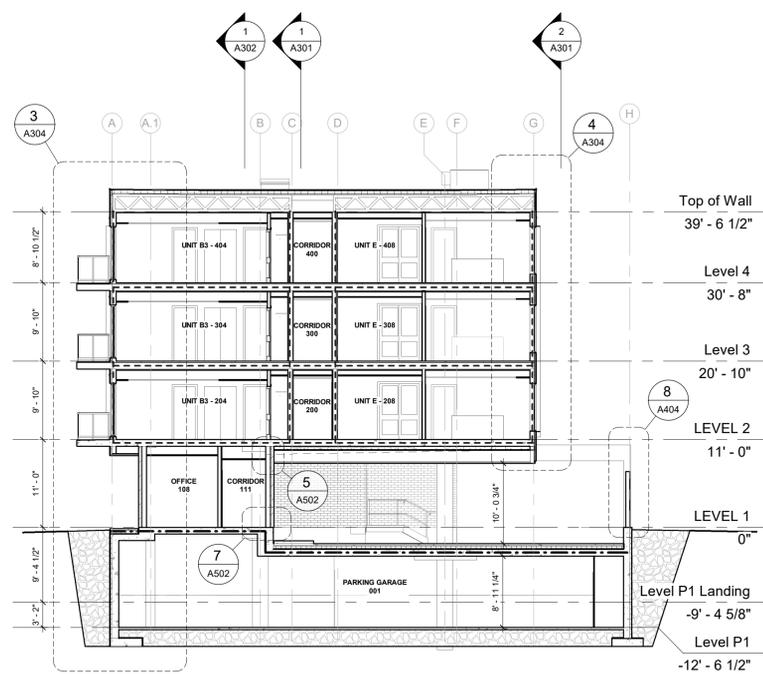
BUILDING SECTIONS

Sheet No.:

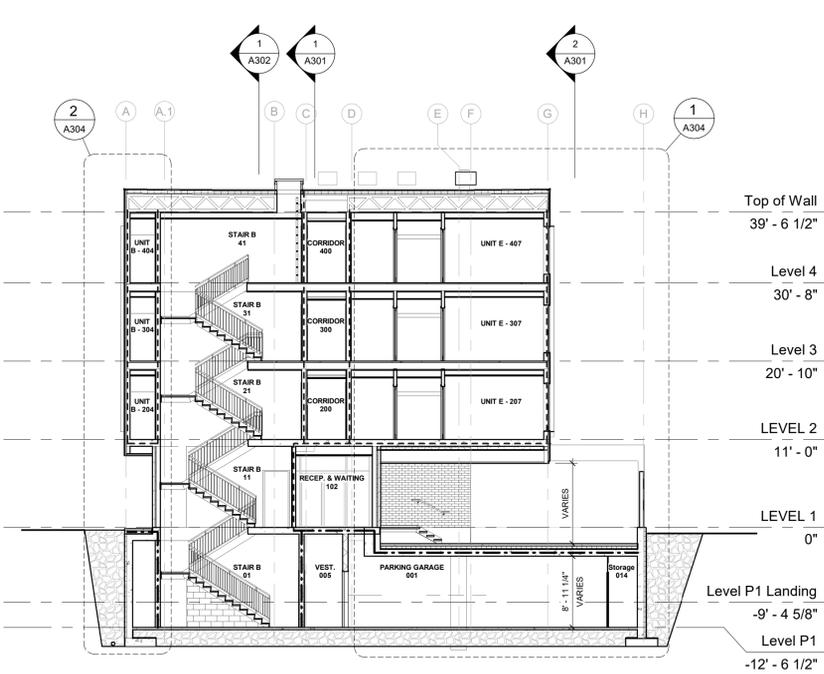
A302



2 BUILDING SECTION D-D  
 3/32" = 1'-0"



3 BUILDING SECTION E-E  
 3/32" = 1'-0"



4 BUILDING SECTION F-F  
 3/32" = 1'-0"

**Attachment B – Review of Relevant MPS Policies**

<b>SACKVILLE MUNICIPAL PLANNING STRATEGY</b>	
<b>Policy</b>	<b>Staff Comment</b>
<p><b>Policy CC-6</b></p> <p>Notwithstanding Policy CC-2, within the Community Commercial Designation, Council may consider the expansion of existing multiple unit dwellings and the development of new multiple unit dwellings according to the development agreement provisions of the Planning Act. In considering any such development agreement, Council shall have regard to the following:</p>	<p>This is the enabling policy for the requested amendment.</p>
<p>(a) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</p>	<p>The height and bulk of the approved apartment building are not proposed to change with the requested amendment.</p> <p>The existing development agreement applies to PID 00356899. The requested change to the development agreement area would extend the existing development agreement and apply it to PID 00356899 and PID 41257940, as shown on Map 2. These two lots would be consolidated in a separate subdivision process.</p> <p>Enlarging the DA area as requested would enable balconies on the north façade of the approved building, facing Glendale Drive. The addition of these balconies is the only change to the approved building being requested. Staff advise that the addition of balconies to the north façade of the approved buildings would be compatible with adjacent land uses.</p>
<p>(b) 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</p>	<p>Landscaping, amenity, parking and driveways would not change if the proposed amendments are approved.</p>

provide for the needs of residents of the development;	
(c) that municipal central services are available and capable of supporting the development;	The existing development agreement allows up to 36 dwelling units and ground floor commercial uses in the approved development. The proposed amendment would not increase the maximum number of permitted dwelling units or commercial space, and staff do not anticipate any increase to demand for central services to arise if the proposed amendments are approved.
(d) that appropriate controls are established to address environmental concerns, including stormwater controls;	No concerns – the existing development agreement requires adherence to municipal stormwater management standards, and this would not change if NWCC approves the proposed amendments.
(e) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;	No concerns – the maximum permitted number of dwelling units in the approved apartment building would not change if the proposed amendments are approved. Staff do not anticipate any increase in traffic to arise from the proposed amendments.  The applicant is not requesting to change the approved locations for access to and egress from the site.
(f) general maintenance of the development; and	No concerns – the existing development agreement requires that the property owner adequately maintain the approved development. This would not change if NWCC approves the proposed amendment.
(g) the provisions of Policy IM-13.	See below.
<b>Policy IM-13</b>  In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:	
(a) that the proposal is in conformity with the intent of this planning strategy and with	Staff advise that the proposed amendment conforms with the intent of the Municipal

the requirements of all other municipal by laws and regulations;	Planning Strategy for Sackville.
(b) that the proposal is not premature or inappropriate by reason of:	
(i) the financial capability of the Municipality is to absorb any costs relating to the development;	Staff do not anticipate any additional costs to the Municipality arising from the proposed amendments.
(ii) the adequacy of sewer and water services and public utilities;	No concerns – staff do not anticipate that the proposed amendment would generate demand for sewer and water services and public utilities in excess of demand anticipated for the approved development.  The maximum number of dwelling units permitted in the development would not increase if NWCC approves the proposed amendments.
(iii) the adequacy and proximity of schools, recreation and other public facilities;	No concerns – the maximum permitted number of dwelling units would not change if NWCC approves the proposed amendment. Staff do not anticipate increased demand for schools, recreation, and other public amenities.
(iv) the adequacy of road networks leading or adjacent to, or within the development; and	No concerns – staff do not anticipate increased traffic arising from the proposed amendments.
(v) the potential for damage to or for destruction of designated historic buildings and sites.	There are no designated heritage buildings or sites on or adjacent to the subject site.
(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:	
(i) type of use;	No concerns – the type of use permitted by the existing development agreement (a 4-storey building with up to 36 dwelling units and ground floor commercial uses) would not change if NWCC approves the requested amendments.
(ii) height, bulk and lot coverage of any proposed building;	If NWCC approves the proposed amendment, the height and bulk of the approved development would not change.

	The proposed amendments include adding 1,778 square feet (PID 41257940) to the existing 14, 313 square foot (PID 00356899) building site. This additional area would enable protruding balconies on the north façade of the approved building, facing Glendale Drive. The existing land use across Glendale Drive from the subject site is commercial (gas station, car wash and convenience store). Staff do not expect the addition of the balconies to create any conflict with adjacent or nearby land uses.
(iii) traffic generation, access to and egress from the site, and parking;	No concerns – staff do not anticipate that the proposed amendments would generate additional traffic or demand for vehicle parking. Access and egress are controlled by the existing development agreement. If NWCC approves the requested amendments, access to and egress from the subject would not change.
(iv) open storage;	Open storage is not permitted by the existing development agreement. The proposed amendments would not change this.
(v) signs; and	The proposed amendments would not change signage permitted on the subject site.
(vi) any other relevant matter of planning concern.	N/A
(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;	The subject site is flat. There are no known watercourses on the subject site.
(e) any other relevant matter of planning concern; and	N/A
(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	Not applicable – the subject site is not located within a Holding Zone.

Infrastructure Charges Policies of this MPS.	
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