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Halifax, Nova Scotia
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Item No. 10.1.1
North West Community Council
December 11, 2017
January 8, 2018

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Kelly Denty, Acting Director of Planning and Development

DATE: September 27, 2017

SUBJECT: **Case 20332: Development Agreement, Sackville Drive, Middle Sackville
(PID 41158858)**

ORIGIN

Application by Armco Capital Inc. for a two-storey, mixed-use commercial building.

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 development agreement, as set out in Attachment A of this report, to develop a two-storey, commercial building on Sackville Drive, west of Hamilton Drive, Middle Sackville, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; 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 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

Armco Capital Inc. is applying for a development agreement for a two-storey, commercial building.

Subject Site	Sackville Drive, Middle Sackville (PID 41158858)
Location	Between Rosemary Drive and Hamilton Drive
Size of Site	2,012.5 square metres (21,670 square feet)
Regional Plan Designation	Urban Settlement, Rural Collector
Community Plan Designation (Map 1)	Urban Residential / Rural Residential, Sackville MPS
Zoning (Map 2)	Zoned R-6 (Rural Residential) under the Sackville LUB (Map 2)
Street Frontage	57.9 metres (190 feet) on Sackville Drive
Site Conditions	Undeveloped, forested lot with watercourse buffer at eastern end of property
Current Use of Subject Property	Vacant
Surrounding Land Uses	The property is surrounded by commercial uses.

PROPOSAL DETAILS

The applicant proposes to enter into a development agreement with the Municipality to permit the construction of a new two-storey commercial building at the site. The major aspects of the proposal are as follows:

- A development agreement to allow for a 2-storey commercial building;
- Approximately 5,000 square feet in gross floor area over two floors; and
- Proposed uses are inclusive of retail, personal service, and office.

Enabling Policy and LUB Context

Policy UR-31 enables Council to consider Community Commercial (C-2) Zone land uses by development agreement on properties located on Sackville Drive, Middle Sackville, to the east of Rosemary Drive and west and north of the Atlantic Gardens Properties (PID#40150856, 40150815).

The site is located within the R-6 (Rural Residential) Zone. The C-2 Zone permits a range of commercial uses including, but not limited to retail stores, food stores, service and personal service uses, offices and banks and financial institutions. The proposed uses are C-2 uses.

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 through the HRM website, signage posted on the subject site, postcards mailed to property owners within the notification area and a public information meeting held on April 26, 2017. Attachment D contains a copy of the minutes from the meeting. The public comments received include the following topics:

- Environmental impacts of development on Christina's Brook;
- Landscaping and buffering of surrounding uses;
- Lighting;
- Reduction of hard surfaces;
- Snow storage areas; and
- Impact of specific commercial uses considered not appropriate at this location in proximity to residences; specifically, a licensed bar, lounge, beverage room or food establishment with liquor license.

A public hearing must be held by North West Community Council before they can consider approval of the proposed 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. The HRM website will also be updated to indicate notice of the public hearing.

The proposal will potentially impact local property owners.

North West Planning Advisory Committee

On June 7, 2017, 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 have reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur.

Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies. Attachment C include excerpts from the Sackville Land Use Bylaw (C-2 Zoning). Of the matters reviewed to satisfy the MPS criteria, the following have been identified for more detailed discussion:

Compatibility with Adjacent Uses

The property is bound on three sides by a commercial property. Development of the surrounding commercial property was enabled through a development agreement utilizing the same enabling Policy UR-31. The building on the adjacent property contains commercial rental space and a convenience store with food take-out.

This application proposes a mix of commercial uses in keeping with the neighboring business and incorporates a similar lot arrangement with the parking set at the front of the lot. This configuration is necessary as the developable area of the site is heavily restricted due to the presence of the watercourse buffer. Setting the building well back from the street is in keeping with the surrounding uses. Achieving adequate parking on this triangular site would not be feasible with the building situated at the front of the lot. The development agreement also stipulates comparable quality architectural finishes as required for the adjacent commercial property.

The properties to the east on Sackville Drive and the lot directly across the street are zoned C-2 (Community Commercial) with commercial uses permitted as-of-right. The site is bound to the north and east by a wooded area providing ample separation from surrounding uses. The landscape plan provides requirements for a mix of coniferous and deciduous trees along the western edge of the property, offering a pleasing separation of the two commercial properties without compromising site distance and safe access to this property.

Based on the above considerations, staff advise that this use is complementary to and compatible with the abutting and adjacent uses.

Environmental Controls

Requirements aimed at the protection of the watercourse and existing treed buffer are included in the development agreement and further reinforced on the landscape plan. The agreement includes requirements to ensure the development, including all servicing considerations such as storm water management and any element having possible impact on the adjacent watercourse and buffer, comply with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that it is reasonably consistent with the intent of the MPS. The size and use of the building, incorporation of quality materials, and provision of adequate parking are in keeping with and complement the surrounding commercial uses. The landscaping plan provides for attractive site greening as well as buffering, screening and preservation of the adjacent watercourse buffer. Therefore, staff recommend that the North West Community Council approve the proposed development agreement as contained in Attachment A.

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 Agreement. The administration of the Agreement can be carried out within the approved 2017/18 C310 Planning Applications budget and with existing resources.

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

Environmental concerns raised at the Public Information Meeting were associated with protection of the adjacent watercourse. As stated above, the development agreement provides language to ensure that the development comply with all applicable environmental requirements governed by municipal and provincial standards.

ALTERNATIVES

1. North West Community Council may choose to propose modifications to the proposed development agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or a public hearing. A decision of Council to approve the proposed 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 development agreement and, in doing so, must provide reasons why the 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 Development Agreement
Attachment B	Review of Relevant MPS Policies

Attachment C: Excerpts from the Sackville Land Use Bylaw (C-2 Zoning)
Attachment D: Public Information Meeting Minutes

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Justin Preece, Planner II

Original Signed


Report Approved by: Carl Purvis, Planning Applications Program Manager, 902.490.4797



Map 1 - Generalized Future Land Use

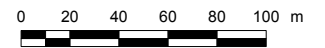
PID 41158858,
Sackville Drive

HALIFAX

 Area of Proposed Development Agreement

Designation

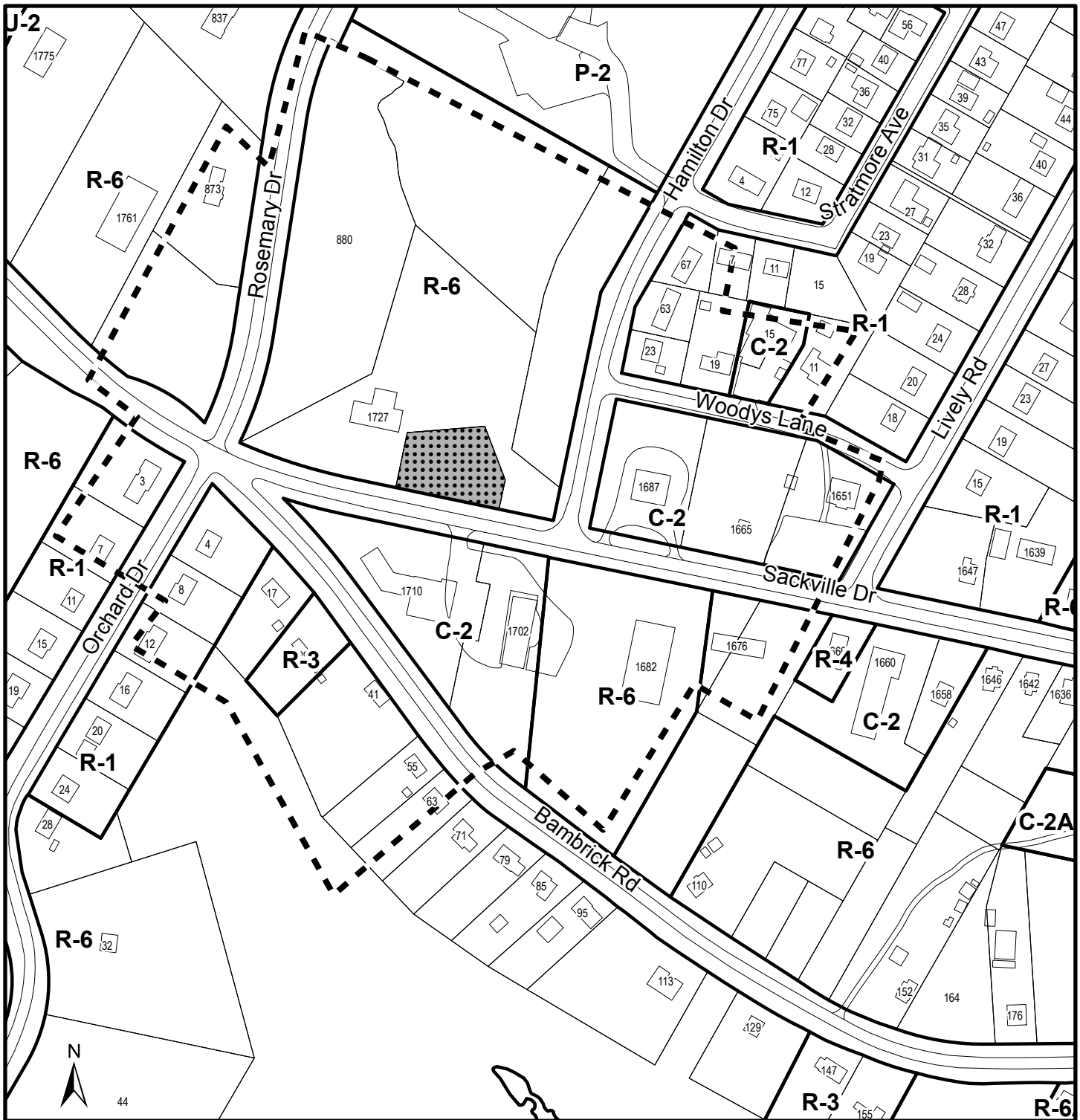
UR Urban Residential
RR Rural Residential



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
Plan Area



Map 2 - Zoning and Notification

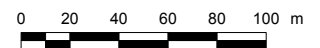
PID 41158858,
Sackville Drive

HALIFAX

-  Area of Proposed Development Agreement
-  Notification Area

Zone

- R-1 Single Unit Dwelling
- R-3 Mobile Dwelling
- R-4 Multiple Unit Dwelling
- R-6 Rural Residential
- C-2 Community Commercial
- C-2A Minor Commercial
- 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
Plan Area

**ATTACHMENT A
DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this day of **[Insert Month]**, 2017,

BETWEEN:

ARMCO CAPITAL INC.

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 the parcel identified as PID 41158858, 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 commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy(is) UR-31 and IM-13 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 20332;

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 Sackville Land Use By-law 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.

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- (a) Variable message signs (VMS): any advertising display that is capable of displaying dynamic content or automatically changing content. These include digital and projected advertising displays that are visible from the road.
- (b) Static content signs: stationary advertising display with no moving parts, animation, flashing lights (LED or other), or ability to change advertising media through mechanical or digital means.
- (c) Drive-thru: a place or facility where one can be served without leaving one's vehicle or motorized machinery.

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 20332:

Schedule A	Legal Description of the Land
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D1	South Elevation
Schedule D2	North Elevation
Schedule D3	West & East Elevations
Schedule E1	First Floor Plan
Schedule E2	Second Floor Plan

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Grade Alteration or Lot Grading Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Post securities in accordance with Section 4 of this Agreement; and
- (b) A Plan of Survey.

3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A Lighting Plan in accordance with section 3.7 of this Agreement.
- (b) A Landscaping Plan in accordance with section 3.8 of this Agreement.

3.2.3 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) A letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement which the Development Officer may accept as sufficient record of compliance with the Landscape Plan prepared as per the requirements of section 3.8.
- (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Lighting Plan.
- (c) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Stormwater Management Plan.
- (d) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Erosion and Sedimentation Control Plan.

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

3.3 General Description of Land Use

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

- (a) Retail Stores;
- (b) Service and Personal Service uses; and
- (c) Offices

3.3.2 Drive-thru use shall not be permitted, accessory or otherwise.

3.3.3 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 Sackville Land Use Bylaw as amended from time to time.

3.3.4 No open storage or outdoor display shall be permitted.

3.3.5 Other than associated with a retail use and products for sale, the licensing for and sales of alcohol to be consumed on the premises shall not be permitted.

3.4 Siting

The Proposed Building shall be sited as generally illustrated on Schedule B.

3.5 Architectural Requirements

Entrances

3.5.1 The main building entrance shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face the Sackville Drive. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

Building facades

3.5.2 All building facades shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on Schedules D1, D2 and D3.

Exposed Foundation

3.5.3 Any exposed foundation in excess of 1.8m² (20ft²) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

Building Materials

3.5.4 A minimum of three different exterior building cladding materials of different colors shall be required on each façade.

3.5.5 Exterior building materials shall not include pressed brick siding panels or vinyl siding, but may include any one or more of the following

- (a) non-combustible cladding;
- (b) clay masonry;
- (c) concrete split face masonry;
- (d) cut stone masonry;
- (e) random stone masonry; or
- (f) acceptable equivalent in the opinion of the Development Officer.

Functional Elements

3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.5.7 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Sackville Drive.

Windows

3.5.8 All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows. Windows shall be vertically proportioned, where possible. Windows should be framed with painted or stained wood, prefinished metal or vinyl.

Awnings

3.5.9 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.

Roof

3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

Retaining Wall Systems

3.5.11 All retaining wall systems are to be identified on the final Landscaping Plan including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a professional engineer.

- 3.5.12 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or acceptable equivalent in the opinion of the Development Officer.

Commercial Storefronts

- 3.5.13 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter, and encourage pedestrian movement.

Walkways

- 3.5.14 A hard surfaced walkway shall be provided along the front facade to encourage pedestrian movement and separation between the building and parking areas.
- 3.5.15 A hard surfaced walkway shall be provided along the rear façade and around the garbage enclosure at the western side of the building to provide access to the back of the building and the exterior waste and recycling area.
- 3.5.16 Hard surfaced materials may be composed of any combination of poured in place concrete, decorative patio slabs, decorative interlocking precast concrete paver stones, or acceptable equivalent in the opinion of the Development Officer. Walkways providing access to the front of the building or outdoor waste receptacle areas, shall be designed to barrier free standards and shall not be surfaced with asphalt.

3.6 Parking, Circulation and Access

- 3.6.1 The parking area shall be sited as generally 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 16 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, landscaping or curb.
- 3.6.5 Snow storage areas shall be provided as shown on Schedule C with landscaping and grading in these areas designed to ensure run off is directed through any storm water treatment system required by this Agreement.
- 3.6.6 It is the responsibility of the Developer to acquire all required rights-of-way or easements over adjacent properties, where necessary for services or other requirement.
- 3.6.7 The Development Officer may approve modifications to the parking plan, which, in the opinion of the Development Officer, are required for a reduction of parking spaces to less than that shown on Schedule B, but not less than required under section 3.6.2. Changes permitted under this clause shall not result in a reduction of green space from that shown along the southern and/or western property boundaries.

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.

- 3.7.2 All lighting fixtures shall be fully shielded.
- 3.7.3 The Developer shall prepare an exterior lighting plan and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises and the type of illuminating devices, fixtures, lamps, supports, and other devices;
 - (b) Description of the illuminating devices, fixtures, lamps supports and other devices. This description may include, but is not limited to, manufacturers' catalogue cuts and drawings including sections where required; and
 - (c) Should the applicant desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause.

3.8 Landscaping

Landscape Plan

- 3.8.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Landscape Plan shown on Schedule C. The Landscape Plan shall prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.2 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.8.3 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.
- 3.8.4 Trees proposed along the western property are intended to provide visual separation between properties and screening of the outdoor waste receptacle enclosure. Trees proposed along this boundary shall be no less than 100 mm caliper when measured at 30 cm from the base of the tree trunk or top of the root ball.

Compliance with Landscaping Plan

- 3.8.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.8.7 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands and, do remove any screening or compromise landscaping intent as outlined in section 3.8.4.
- 3.8.8 Notwithstanding Section 3.8.6, where the weather and time of year does not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable

letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Fencing

Fencing is not required, but shall be permitted only at the side and rear property boundaries or where utilized to define parking areas. Where fencing is proposed it shall be limited to solid board wood fence, or equivalent, a minimum of 1.5 m (5 ft.) in height but no greater than 1.8 m (6 ft.) in height.

3.10 Maintenance

3.10.1 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.

3.10.2 All disturbed areas shall be reinstated to original condition or better.

3.11 Signs

3.11.1 Signs shall be permitted as per the signage requirements of the Sackville Land Use By-law, as amended from time to time, with the exception of:

- (a) Signs shall only be externally illuminated with downcasting illumination not impacting adjoining properties and any adjacent streets;
- (b) Signs shall be limited to static content signs;
- (c) Variable message signs shall not be permitted;
- (d) Only one ground sign shall be permitted on the premises. The location of the ground sign may differ from than shown on schedule. If an alternate location is selected, Landscaping at the base of the ground sign shall consist of shrubs and/or flower beds; and
- (e) No ground sign be less than 3 m (10 ft.) from any street or abutting lot.

3.12 Temporary Construction Building

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

3.13 Screening

Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Sackville Drive. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.14 Hours of Operation

3.14.1 Hours of operation for all permitted uses shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

- 3.14.2 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.
- 3.14.3 Any retail convenience store use shall be permitted to operate between the hours of 7 am and 11 pm.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 Off-Site Disturbance

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

4.3 Outstanding Site Work

Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

4.4 Solid Waste Facilities

- 4.4.1 The building shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 4.4.2 Refuse containers and waste compactors shall be confined to the loading area of the building, and shall be fully screened from adjacent properties and public view, by means of opaque fencing or masonry with suitable landscaping to the satisfaction of the development officer. Masonry walls shall be clad in keeping with the building exterior.
- 4.4.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan

Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.2 Non-Disturbance Area

- 5.2.1 The area of non-disturbance includes the portion of the property falling within the 20 m watercourse buffer at the east of the site, as generally shown on Schedule "C" and labelled "Undisturbed Vegetation". Development within this area shall be limited to that permitted under the Sackville Land Use By-law for watercourse setbacks and buffers, as may be amended from time to time.
- 5.2.2 All grading plans shall indicate: areas where existing vegetation is to be maintained and undisturbed; areas to be protected from disturbance during the installation of services, construction of buildings, landscaping, and any future activity on the lot unless otherwise specified in this Agreement. The non-disturbance areas shall be clearly delineated on the Site Plan and Grading Plan prior to and during construction.
- 5.2.3 The non-disturbance area identified on the Schedules shall be delineated on all final survey plans prior to final approval.
- 5.2.4 Non-disturbance areas shall be identified by the Developer with snow fence or other appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (i.e., tree cutting, and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction and the snow fence or other appropriate continuous physical barrier or delineation and signage in the field.
- 5.2.5 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, the Developer or the landowner shall replace the trees, with two new trees of ½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer.
- 5.2.6 If the Developer fails at any time during any site work or construction to fully conform to the requirements under Section 5, the Municipality shall require that the site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the Erosion and Sedimentation Control Plan, Grading Plan and Storm Water Management Plan.
- 5.2.7 Notwithstanding Section 5.2.6, if weather and time of year does not allow for remediation of the non-disturbance area as specified in section 5.2.5, the Development Officer may, at their discretion, allow for continuation of construction. No occupancy permit shall be issued until such

time that remediation required under Section 5 has been completed to the satisfaction of the Development Officer.

5.3 Archaeological Monitoring and Protection

In the event that the lands are determined to fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.4 Sulphide Bearing Materials

The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) Changes to the landscaping plan as detailed in Section 3.8 which, in the opinion of the Development Officer, do not conform with Schedule C.
- (b) Changes to the hours of operation as detailed in Section 3.14;
- (c) Changes to the requirements relating to setbacks and yards;
- (d) The granting of an extension to the date of commencement of the development as identified in Section 7.3 of this Agreement; and
- (e) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 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 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 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.

7.2 Subsequent Owners

7.2.1 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.

7.2.2 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).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within four (4) 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.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 7.3.3 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.

7.4. Completion of Development

The Developer shall complete the building no later than two (2) years following commencement of development. Upon the completion of the whole 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.

7.5 Discharge of Agreement

If the Developer fails to complete the development after 6 (Six) 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 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 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.

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer fourteen (14) 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

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: _____

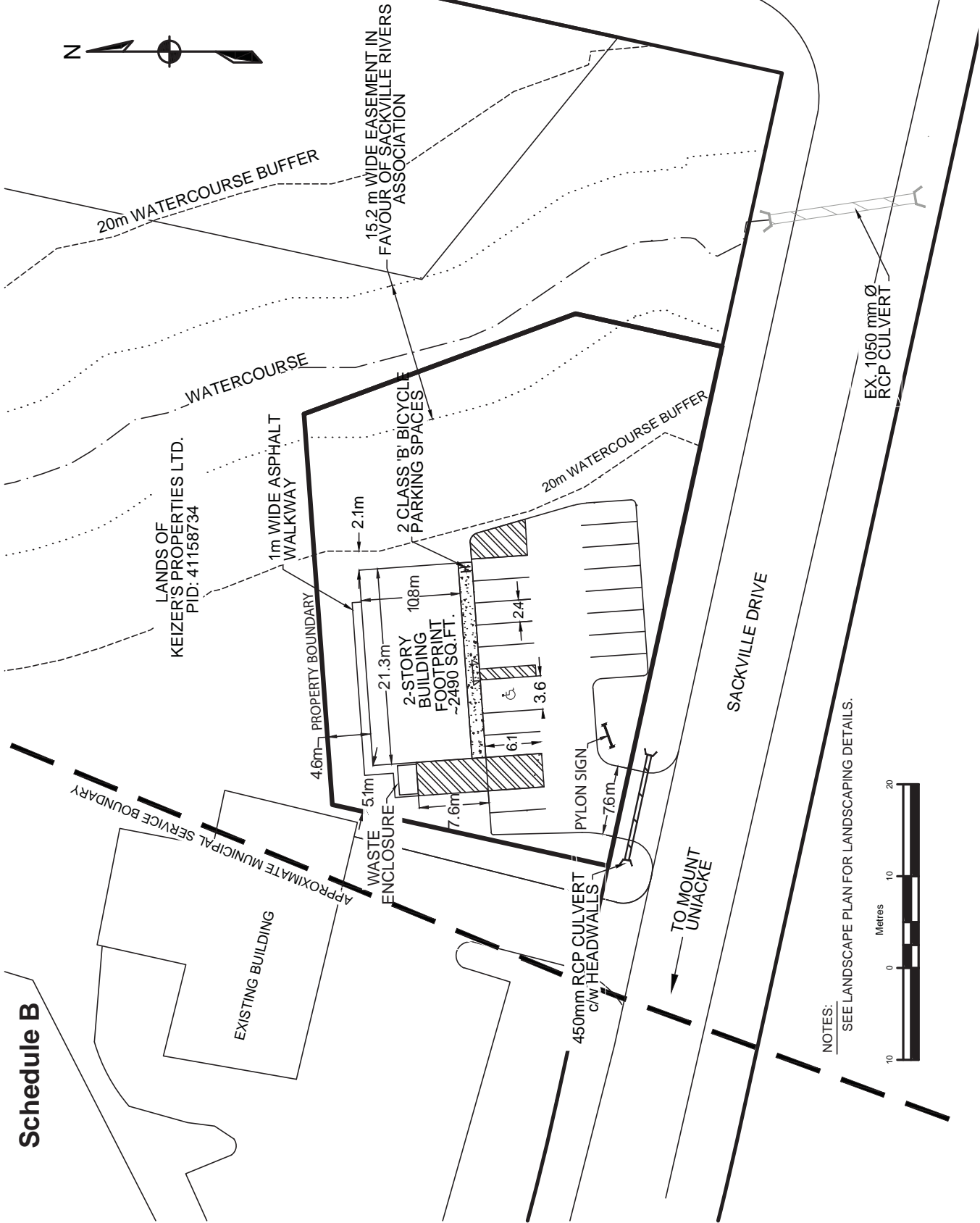
MAYOR

Witness

Per: _____

MUNICIPAL CLERK

Schedule B



- NOTES
1. CONTOURS BASED ON HRM LIDAR DATA. CONTOUR INTERVAL = 1m.
 2. PROPERTY LINES BASED ON PROVINCIAL PROPERTY MAPPING AND SUBJECT TO SURVEY.
 3. WATERCOURSE APPROXIMATE LOCATION BASED ON PLAN BY ALDERNEY SURVEYS DATED DEC. 3, 2004.

CLIENT

Amco
CAPITAL

CONSULTANT

DESIGN
POINT
ENGINEERING & SURVEYING

PROJECT DESCRIPTION

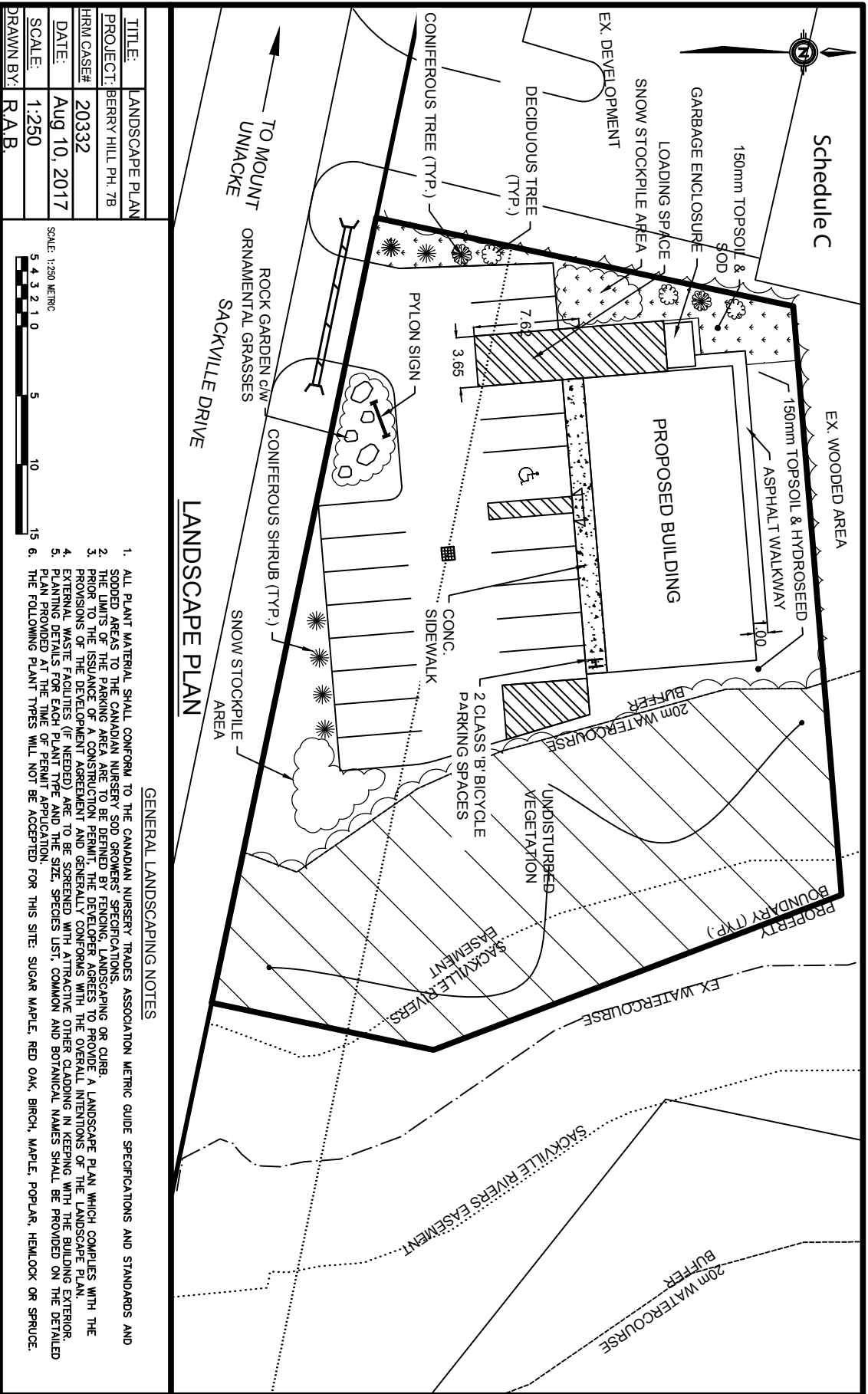
SITE PLAN
FOR PID 411 58858
MIDDLE SACKVILLE, NOVA SCOTIA

PROJECT NO.
15-085

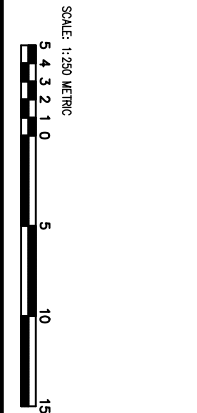
DATE
31-AUG-2017

DRAWING SCALE
1:500

NOTES:
SEE LANDSCAPE PLAN FOR LANDSCAPING DETAILS.



TITLE:	LANDSCAPE PLAN
PROJECT:	BERRY HILL PH. 7B
HRM CASE#:	20332
DATE:	AUG 10, 2017
SCALE:	1:250
DRAWN BY:	R.A.B.



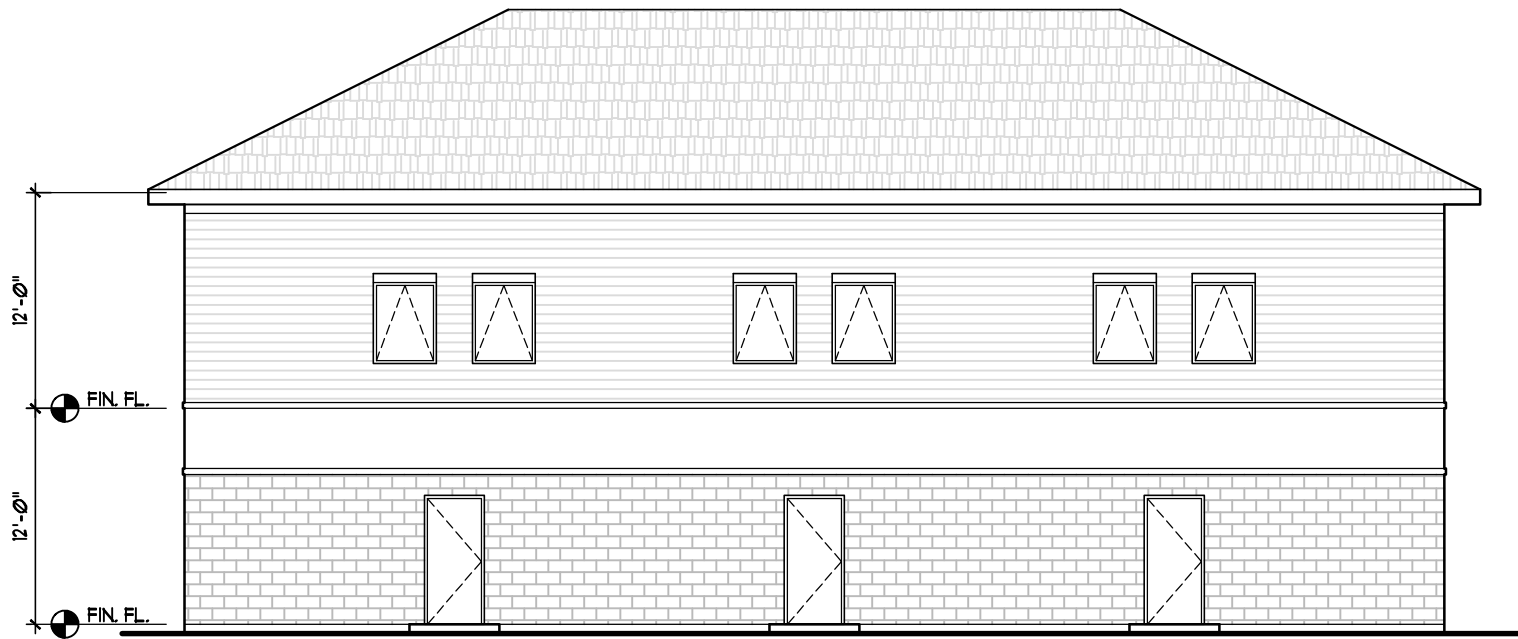
- GENERAL LANDSCAPING NOTES**
1. ALL PLANT MATERIAL SHALL CONFORM TO THE CANADIAN NURSERY TRADES ASSOCIATION METRIC GUIDE SPECIFICATIONS AND STANDARDS AND SODDED AREAS TO THE CANADIAN NURSERY SOD GROWERS' SPECIFICATIONS.
 2. THE LIMITS OF THE PARKING AREA ARE TO BE DEFINED BY FINISHING LANDSCAPING OR CURB.
 3. PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT, THE DEVELOPER AGREES TO PROVIDE A LANDSCAPE PLAN WHICH COMPLES WITH THE PROVISIONS OF THE DEVELOPMENT AGREEMENT AND GENERALLY CONFORMS WITH THE OVERALL INTENTIONS OF THE LANDSCAPE PLAN.
 4. EXTERNAL WASTE FACILITIES (IF NEEDED) ARE TO BE SCREENED WITH ATTRACTIVE OTHER CLADDING IN KEEPING WITH THE BUILDING EXTERIOR.
 5. PLANTING DETAILS FOR EACH PLANT TYPE AND THE SIZE, SPECIES LIST, COMMON AND BOTANICAL NAMES SHALL BE PROVIDED ON THE DETAILED PLAN PROVIDED AT THE TIME OF PERMIT APPLICATION.
 6. THE FOLLOWING PLANT TYPES WILL NOT BE ACCEPTED FOR THIS SITE: SUGAR MAPLE, RED OAK, BIRCH, MAPLE, POPLAR, HEMLOCK OR SPRUCE.

Schedule D1: South Elevation



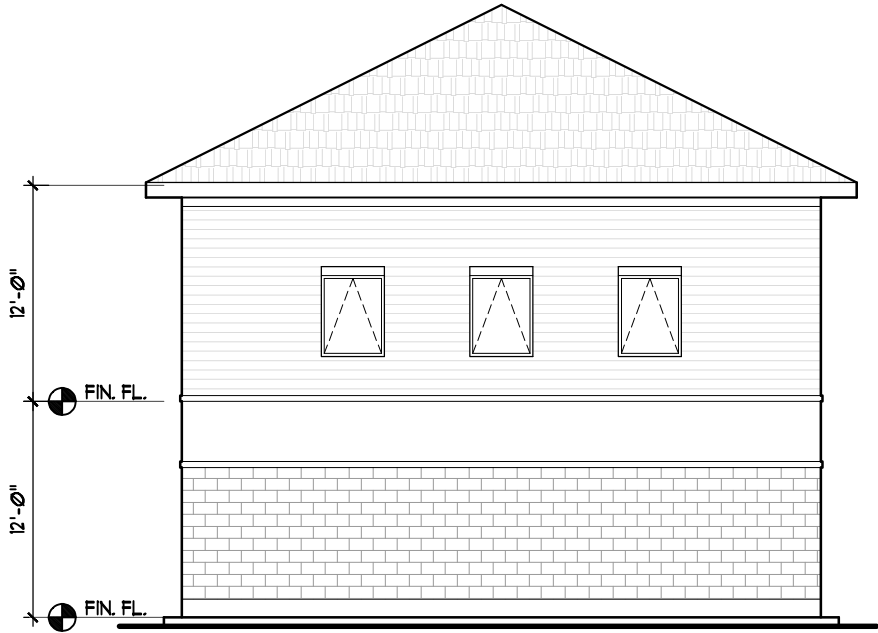
SOUTH ELEVATION

Schedule D2 : North Elevation

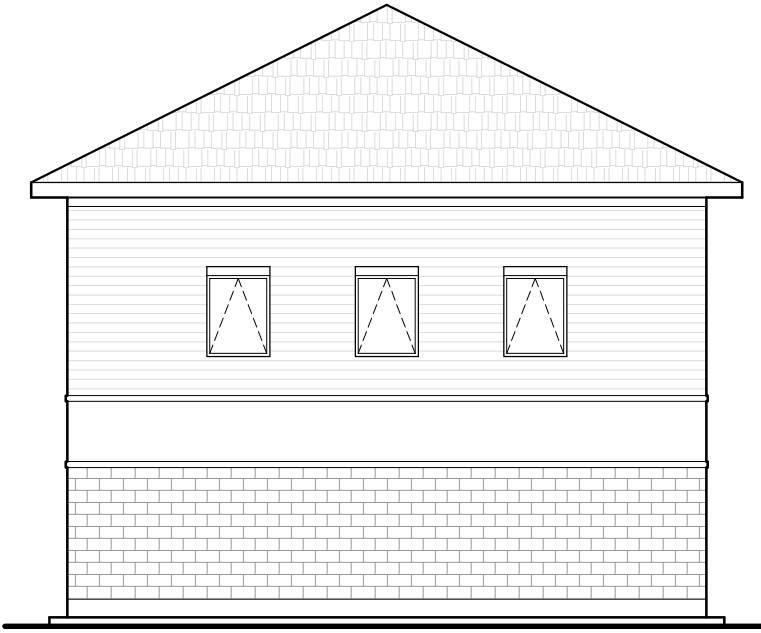


NORTH ELEVATION

Schedule D3: West and East Elevations

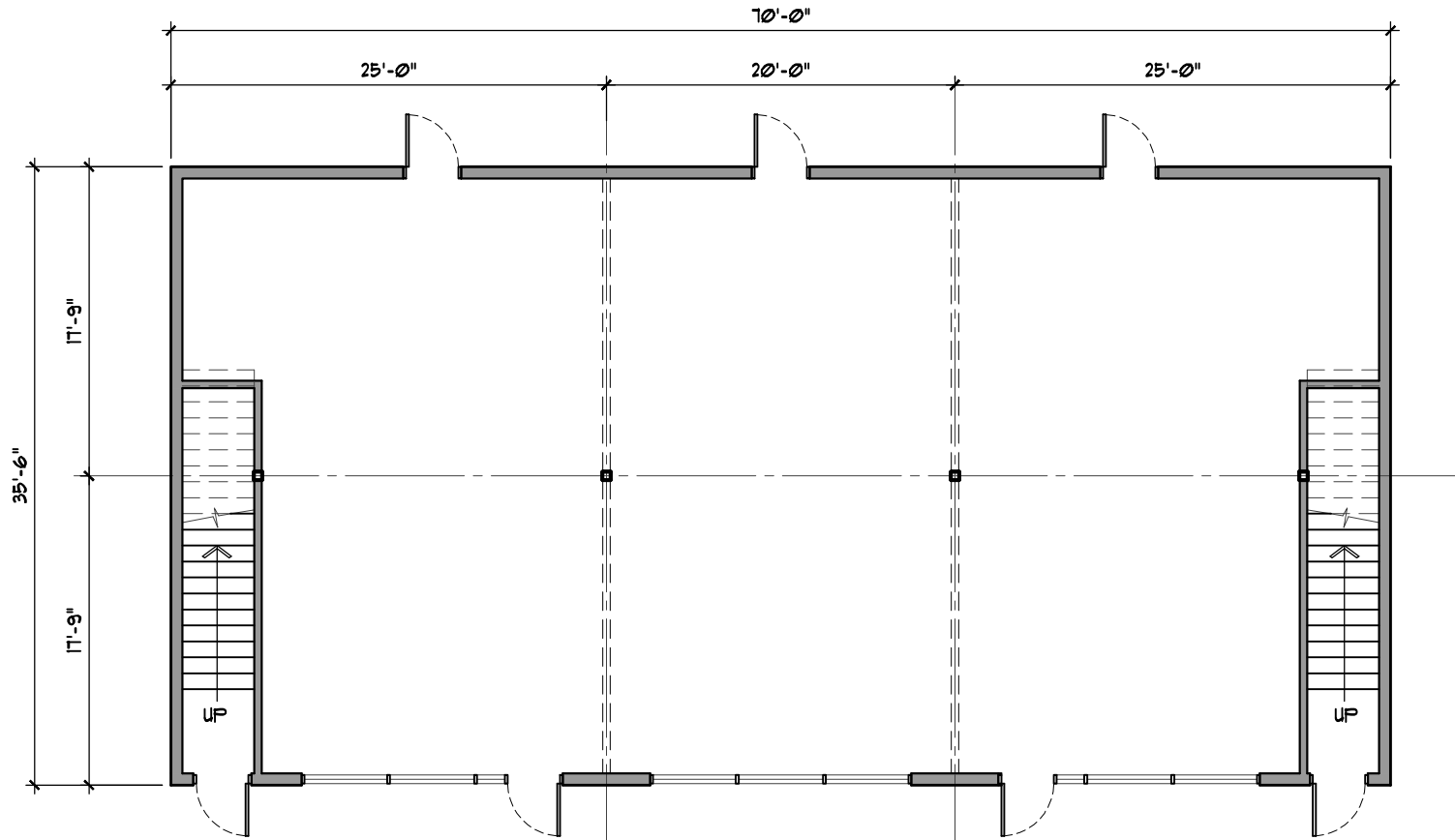


WEST ELEVATION



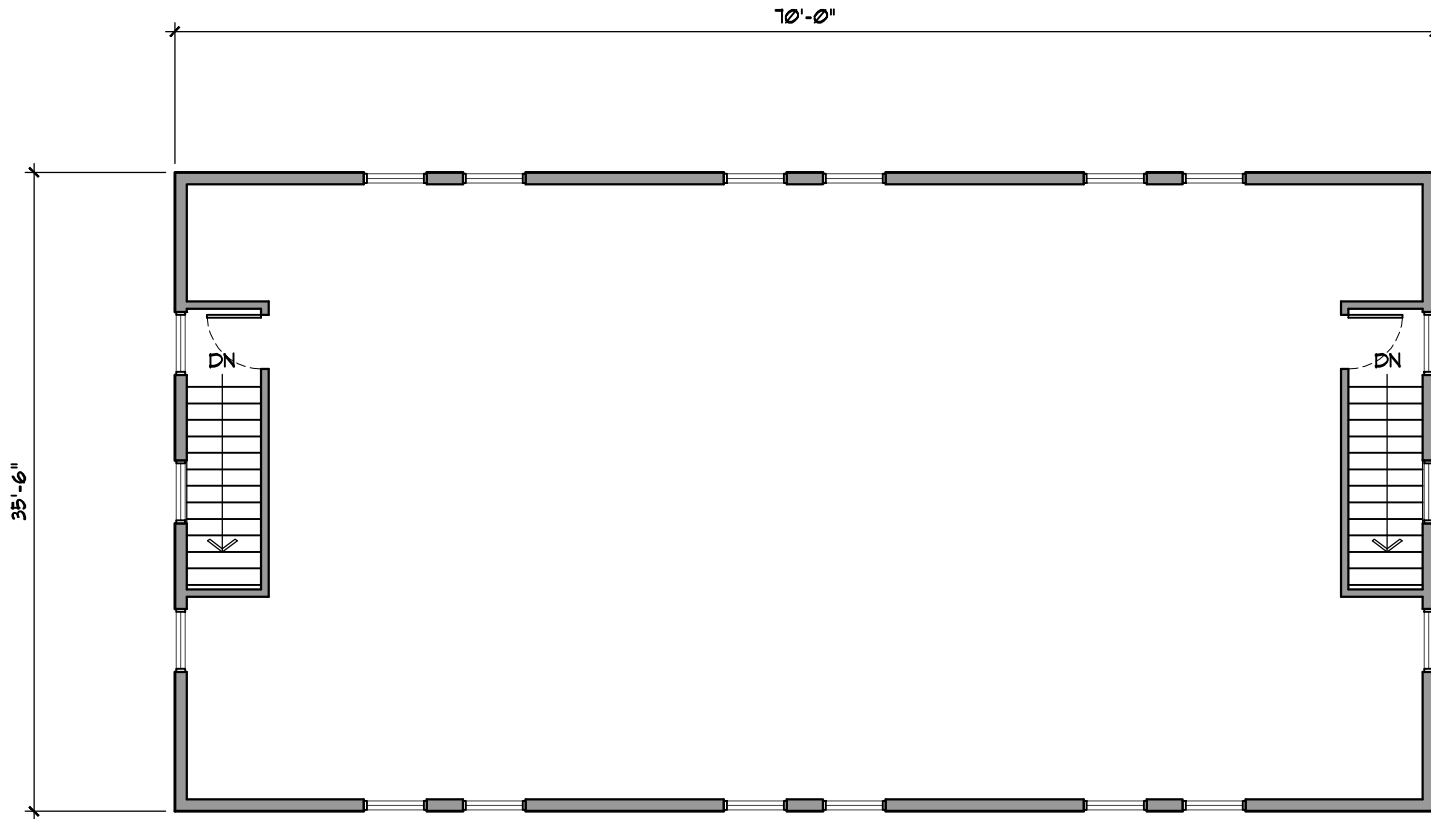
EAST ELEVATION

Schedule E1: First Floor Plan



GROUND FLOOR PLAN (OFFICES OR COMMERCIAL)

Schedule E2: Second Floor Plan



SECOND FLOOR PLAN (OFFICES OR COMMERCIAL)

Attachment B - Policy Analysis

Policy UR-31

Notwithstanding UR-2 and RR-2, Council may consider permitting Community Commercial (C-2) Zone land uses and auto body shops on lands not currently zoned for such uses according to the development agreement provisions of the Municipal Government Act on properties in Middle Sackville located on Sackville Drive and to the east of Rosemary Drive and west and north of the Atlantic Gardens Properties (PID#40150856, 40150815). In considering such uses, Council shall have regard to the following:

Policy	Staff Comment
<i>(a) site has frontage on and direct access to Highway No. 1;</i>	The site has frontage on Sackville Drive, Otherwise Known as Highway No. 1.
<i>(b) proposed use, height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i>	The development agreement contains strict provisions that ensure the development will conform to the final approved design. The proposed building size in keeping with the surrounding uses and has a narrower façade than that of abutting commercial use to the west.
<i>(c) site design features, including landscaping, signage, 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 users of the developments;</i>	<ul style="list-style-type: none">• A landscaping plan has been provided. As noted on the landscape plan, and further reinforced in the agreement, vegetation within the watercourse is to be retained and undisturbed as per the requirements for watercourse setbacks and buffers in the Sackville Land Use Bylaw. The landscape plan provides for a mix of coniferous and deciduous trees along the western edge of the property, offering a pleasing separation of the two commercial properties. The greenspace adjacent to the entrance includes a low-maintenance rock garden with ornamental grasses and a pylon sign. The remaining green space to the east includes coniferous shrubs and an area allocated for snow stockpiling in winter months. Staff advise that the landscaping plan is adequate for this site in that it provides for buffering and greening, considerate of and in keeping with the surrounding uses, while also addressing site distance and the need for seasonal maintenance and delivery/waste removal associated with a commercial business on a relatively small lot.

	<ul style="list-style-type: none"> • Sign provisions are addressed within the development agreement. • The 18 parking spaces provided are adequate for the proposed mix of uses, scale of the building and the site considerations. • The site is bound to the north and east by wooded area providing ample separation from surrounding uses. To the west is a larger scale commercial use with a similar parking arrangement. Considering the above, it is felt that the use will have no detrimental impact on the adjacent uses. • A Traffic Impact Statement was submitted and deemed acceptable by Engineering with no issues identified. • A hard surfaced walkway is provided along the front facade to encourage pedestrian movement and separation between the building and parking areas.
<p><i>(d) appropriate controls are established to address environmental concerns, including stormwater controls;</i></p>	<p>The DA includes requirements for the protection of the buffer and watercourse identified on schedules B (Site Plan) and C (Landscape Plan).</p> <p>The development agreement requires the submission of a Site Disturbance Plan, an Erosion and Sedimentation Control Plan and a site grading and stormwater management plan prepared by a Professional Engineer. These plans must conform with HRM and Provincial standards as well as minimize impacts on adjacent properties.</p> <p>The non-disturbance of the buffer required under the agreement (20 metre setback) shall meet the requirements of the Land Use Bylaw.</p>
<p><i>(e) site meets the minimum zone standards for the Community Commercial Zone;</i></p>	<p>Standard 15.6 (a) of the C-2 places parking restrictions on uses within a C-2 zone. It is the opinion of staff that that standard is directly applicable to as-of-right proposals within an actual C-2 zone and where this is an R-6 zone, this standard does not apply. The development therefore complies with minimum standards of the zone.</p>
<p><i>(f) general maintenance of the development;</i></p>	<ul style="list-style-type: none"> • An outdoor waste location has been identified adjacent to the building. The DA provides for

	<p>requirements for maintenance, development and screening of waste receptacles.</p> <ul style="list-style-type: none"> • Snow deposition areas have been identified in areas specifically chosen to preserve site distances and prevent mortality of tree plantings.
<i>(g) hours of operation; and</i>	The development agreement specifies the hours of operation.
<i>(h) provisions of Policy IM 13.</i>	
<i>(i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).</i>	See IP-1 (c) below.

Policy 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 IM-13 Criteria	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>	The proposal has been found to be consistent with the Sackville Municipal Planning Strategy. The proposed retail, personal service, and office use development is in conformance with the requirements of the Land Use By-law with further controls provided in the proposed development agreement to ensure the development meets the intent of applicable policies and other standards.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of the Municipality is to absorb any costs relating to the development;</i>	No Municipal costs are anticipated.
<i>(ii) the adequacy of sewer and water services and public utilities;</i>	All water, wastewater, and stormwater design shall reference the latest version of the Halifax Water's Design and Construction Specifications and detailed servicing plans shall be provided with the building permit application.
<i>(iii) the adequacy and proximity of schools, recreation and other public facilities;</i>	The proposal does not have a residential component that would otherwise require consideration of these factors.
<i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i>	A Traffic Impact Statement was submitted and deemed acceptable by Engineering with no issues identified.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	No historic buildings or sites have been identified.
<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>	
<i>(i) type of use;</i>	The site is located within a Rural Residential zone, however, the building must meet the minimum standards set out in

Policy IM-13 Criteria	Staff Comment
	<p>the Land use bylaw for the Community Commercial zone as per the enabling development agreement policy UR-31.</p> <p>The property is surrounded on three sides by a property containing a commercial use enabled through a Development Agreement under the same enabling Policy UR-31 and, is similar in size, scale and lot arrangement to that proposal. The properties to the east on Sackville Drive and the lot directly across the street are zoned for commercial uses as-of-right; C-2 (Community Commercial) zoning. Based on these considerations staff feel that this use is complimentary to the abutting and adjacent uses.</p>
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	These elements are controlled by the policy requirement for the development to meet the minimum associated standards of the Land Use By-law for the C-2 zone. Staff are satisfied that the proposal meets those standards.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	<ul style="list-style-type: none"> • Traffic considerations are addressed in section <i>(iv)</i>; • See UR-31 (e)
<i>(iv) open storage;</i>	No open storage has been identified in the proposal accompanying the application. Storage considerations will be controlled through the DA.
<i>(v) signs; and</i>	The sign requirements shall be addressed within the development agreement.
<i>(vi) any other relevant matter of planning concern.</i>	...
<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>	Addressed in UR-31(d)
<i>(e) any other relevant matter of planning concern; and</i>	
<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>	Land subdivision is not part of the proposal.

Attachment C

Excerpts from the Sackville Land Use Bylaw (C-2 Zoning)

C-2 (COMMUNITY COMMERCIAL) ZONE

15.1 C-2 USES PERMITTED

No development permit shall be issued in any C-2 (Community Commercial) Zone except for the following:

Commercial Uses

Retail stores

Food stores

Service and Personal Service Uses

Offices

Commercial schools

Banks and financial institutions

Restaurants and drive-in and take-out restaurants

Outdoor display courts

Shopping plazas and malls

Motels and hostels

Commercial recreation uses

Service stations

Taxi and bus depots

Parking lots

Greenhouses and nurseries

Veterinary hospitals and kennels

Welding, plumbing and heating, electrical and other special trade contracting services and shops

Local fuel distribution facilities

Re-cycling depots within wholly enclosed buildings

Automotive repair outlets

Funeral parlours and undertaker establishments

Existing auto body shops

Existing transport facilities and maintenance yards

Existing construction yards and maintenance facilities

Residential Uses

Existing dwellings

Existing multiple unit dwellings

Boarding and rooming houses

Community Uses

Open space uses

Institutional uses

15.2 C-2 ZONE REQUIREMENTS: COMMERCIAL AND RESIDENTIAL USES

In any C-2 Zone, where uses are permitted as Commercial Uses or Residential Uses, no development permit shall be issued except in conformity with the following:

Minimum Lot Area:	central services 6,000 square feet (558 m ²)
	on-site services 20,000 square feet (1,858 m ²)
Minimum Frontage:	central services 60 feet (18.3 m)
	on-site services 100 feet (30.5 m)
Minimum Front or Flankage Yard	30 feet (9.1 m)
Minimum Rear or Side Yard	15 feet (4.6 m)
Maximum Lot Coverage	50 per cent
Maximum Height of Main Building	35 feet (10.7 m)

15.3 OTHER REQUIREMENTS: SERVICE STATIONS

Notwithstanding the provisions of Section 13.2, where any service station is erected in any C-2 Zone the following shall apply:

- (a) Minimum Lot Area 30,000 square feet (2,787 m²)
- (b) Minimum Frontage 150 feet (45.7 m)
- (c) No portion of any pump island shall be located closer than twenty (20) feet (6.1 m) from any street line.
- (d) The minimum distance between ramps or driveways shall not be less than thirty (30) feet (9.1 m).
- (e) The minimum distance from a ramp or driveway to a road intersection shall be fifty (50) feet (15.2 m).
- (f) The minimum angle of intersection of a ramp to a road line shall be forty-five (45) degrees.
- (g) The width of a ramp shall be a minimum of twenty (20) feet (6.1 m) and a maximum of twenty-six (26) feet (7.9 m).

15.4 OTHER REQUIREMENTS: COMMERCIAL FLOOR AREA

- (a) The gross floor area of all commercial buildings on a lot in any C-2 Zone shall not exceed ten thousand (10,000) square feet (929 m²).
- (b) Notwithstanding the provisions of Subsection 13.4(a), where welding, plumbing and heating, electrical and other special trades contracting services and shops are permitted in any C-2 Zone, no such shop shall exceed thirty-five hundred (3,500) square feet (325 m²) of gross floor area.
- (c) Notwithstanding the provisions of Subsection 13.4(a), where offices are permitted in any C-2 Zone, no office building shall exceed five thousand (5,000) square feet (465 m²) of gross floor area.

15.5 OTHER REQUIREMENTS: OPEN STORAGE AND OUTDOOR DISPLAY

Where any portion of any lot in any C-2 Zone is to be used for open storage or outdoor display, the following shall apply:

- (a) Any area devoted to open storage shall not exceed fifty (50) per cent of the lot area.
- (b) No open storage shall be permitted within any required front yard.
- (c) No outdoor display shall be located within ten (10) feet (3 m) of any front lot line.
- (d) No open storage or outdoor display shall be permitted within any yard in a C-2 Zone where such yard abuts any Residential or Community Uses Zone, except where a fence or other visual and physical barrier is provided within the abutting yard.

15.6 OTHER REQUIREMENTS: PARKING LOTS

Where parking lots are permitted in any C-2 Zone, whether in conjunction with other uses or as a separate use of land, the following shall apply:

- (a) Where any C-2 Zone abuts any Residential or Community Uses Zone, no portion of any parking space within the C-2 Zone shall be permitted within ten (10) feet (3 m) of any side or rear lot line.
- (b) No portion of any parking space within any C-2 Zone shall be located within ten (10) feet (3 m) of any front lot line.

15.7 C-2 ZONE REQUIREMENTS: COMMUNITY USES

In any C-2 Zone, where uses are permitted as Community Uses, no development permit shall be issued except in conformity with the provisions of Part 19 and Part 20 as are applicable.

15.8 OTHER REQUIREMENTS: EXISTING USES

Existing uses which are in excess of the maximum gross floor area requirements of Section 15.4 shall be permitted as existing uses. Any expansion to such existing uses may only be considered by development agreement.

15.9 OTHER REQUIREMENTS: SACKVILLE TOWN CENTRE

Notwithstanding the provisions of Section 15.1, and 15.4, the existing Sackville Town Centre Shopping Centre, located on the lot identified by LRIS Number 362442, may be used for any of the uses listed below. In conformity with Section 15.8, expansion of the Shopping Centre may only be considered by development agreement. (RC-May 7/02;E-Jun 29/02)

Commercial Uses

Retail stores

Food stores

Service and Personal Service Uses

Offices

Commercial schools

Banks and financial institutions

Restaurants and drive-in and take-out restaurants

Outdoor display courts

Shopping plazas and malls

Theatres and cinemas

Entertainment uses

Motels, hotels and hostels

Commercial recreation uses

Service stations

Taxi and bus depots

Parking lots

Greenhouses and nurseries

Veterinary hospitals and kennels

Welding, plumbing and heating, electrical and other special trade contracting services and shops

Local fuel distribution facilities

Re-cycling depots

Automotive repair outlets

Funeral Parlours and undertaker establishments

Wholesale bakeries

Printing and publishing establishments

Existing auto body shops

Existing transport facilities and maintenance yards

Residential Uses

Up to two (2) dwelling units in conjunction with commercial uses

Existing dwellings

Boarding and rooming houses

Community Uses

Open space uses

Institutional uses

(RC-May 7/02;E-Jun 29/02)

Attachment D: Public Information Meeting Minutes

HALIFAX REGIONAL MUNICIPALITY Public Information Meeting Case 20332

The following does not represent a verbatim record of the proceedings of this meeting.

Tuesday, April 18, 2017

7:00 p.m.

Sackville Heights Community Centre (Gym) - 45 Connolly Road, Middle Sackville, NS

STAFF IN

ATTENDANCE: Justin Preece, Planner, HRM Planning
Holly Kent, Planning Technician, HRM Planning
Tara Couvrette, Planning Controller, HRM Planning
Carl Purvis, Planning Applications Program Manager, HRM Planning

ALSO IN

ATTENDANCE: Councillor, Lisa Blackburn, District 14
Laura Masching, Aromco Corp.
Ryan Barkhouse, Armco Corp.

PUBLIC IN

ATTENDANCE: Approximately: 2

The meeting commenced at approximately 7:03 p.m.

Call to order, purpose of meeting – Justin Preece

Mr. Preece introduced himself as the Planner and Facilitator for the application. He also introduced; Tara Couvrette – Planning Controller, Holly Kent - Planning Technician, and Laura Masching, Armco - applicant.

Case No. 20332: Application by Armco Capital to enter into a development agreement to permit a 5,000 sq ft commercial building on a 0.5 acre site between Hamilton Drive and Rosemary Drive, Sackville

Mr. Preece explained; the purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

1. Presentation of Proposal – Mr. Preece

Mr. Preece provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the developer's request. Mr. Preece outlined the context of the subject lands and the relevant planning policies.

2. Questions and Comments

Mr. Walter Regan, Sackville Rivers Association – he wanted to know if this could be used as a drinking establishment. He is concerned about tree retention. He wanted to know if the buffer setback could be turned over to HRM ownership. He thinks this is a perfect site for an oil grade separator. He hopes the area can be landscaped by a landscape architect. It would be nice if the culvert (Christina's Brook) going under Sackville Highway, Sackville Drive could have proper

fish passage. He wanted to know if anyone has looked at this as a possible wetland. This site will disturb a lot of silt and possible acidic rock, it will have to be looked at and built into and the protection of runoff being so close to Christina's Brook. Could the sewer and waterlines cross in the same trench to limit disturbance to the brook. When the crossing is done could the brook be restored as much as possible. He is impressed at how the storm sewer and dispersion pad does not discharge directly into the brook, he finds this very, very in lighting. He really does like how there is no direct storm water discharge into the brook. He would like the lighting to be down casting as he has concerns about lighting. He would like to know where the garbage container would be. He would like to know if all the parking spots are needed. Can the amount of hard surface be reduced? He would also like to know about snow removal. **Mr. Ryan Barkhouse** answered his question regarding snow clearing, point area's out on the map. He agrees an oil grade separator would be a good idea. He stated they tried to limit hard surface because of proximity to the brook and any opportunity to eliminate required parking he was all for however, the use of the building will determine the number of spots required. In terms of the buffer area, the intent is to leave it entirely undisturbed. Both pipes in the same drench, absolutely. **Mr. Preece** explained how this can all be looked at through the development agreement process. He also spoke to parking requirements, onsite snow and garbage. He spoke to the possibility of having a wetland evaluation done. He spoke to easements and setbacks. **Mr. Regan** stated the easement is 15 meters and the setback is 20 meters. He wanted to know if it was possible to have the building built to lead standards. He asked again if this could be used as a drinking establishment. **Mr. Preece and Laura Masching** both stated no, it would not be, no food or beverage.

3. Closing Comments

Mr. Preece thanked everyone for coming and expressing their comments.

4. Adjournment

The meeting adjourned at approximately 7:28 p.m.