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Item No. 10.1.1
North West Community Council
December 13, 2021
January 17, 2022

TO: Chair and Members of North West Community Council

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

DATE: November 3, 2021

SUBJECT: Case 22218: Development Agreement for 32 Dutch Settlement Road, Lantz

ORIGIN

Application by EDM Planning Service LTD

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, to allow for the expansion of a salvage yard at 32 Dutch Settlement Road, Lantz, 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; and
3. Require the development 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

EDM Planning Services LTD, on behalf of AIM Elmsdale Inc., is applying to expand the existing salvage yard at 32 Dutch Settlement Road, Lantz.

Subject Site	32 Dutch Settlement Road, Lantz (PID 00525592)
Location	Approximately 2 km east of the intersection of the Old Trunk Road and Elmsdale Road
Regional Plan Designation	Rural Commuter
Community Plan Designation (Map 1)	Mixed Use under the Municipal Planning Strategy for Musquodoboit Valley/Dutch Settlement
Zoning (Map 2)	MU (Mixed Use) under the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area
Size of Site	5.9 hectares (14.66 acres)
Street Frontage	88.9 meters (265.4 feet)
Current Land Use(s)	Legal non-conforming salvage yard
Surrounding Use(s)	Residential, agricultural (sod), aggregate mining

Proposal Details

The applicant proposes to enter into a development agreement to construct a new 1,104 square meter (11,880 square foot) building for the purpose of improving the operation of the existing non-conforming salvage yard located at the site. Expansions to existing salvage yards are not permitted under the MU (Mixed Use) Zone.

The major aspects of the proposal are as follows:

- Removal of one existing 46 square metre (495 square foot) building;
- Removal of one single unit dwelling with a building footprint of 63 square metres (678 square feet),
- Addition of a new 1,104 square metre (11,880 square foot) building;
- Retention of an existing building (quonset hut) with a building footprint of 492 square metre (5,296 square feet);
- Redesigned parking area;
- Addition of landscaping at the front of the proposed new building;
- Retention of existing fencing; and
- Limited sale of used automotive parts consistent with existing business practice.

Enabling Policy and LUB Context

The Municipal Planning Strategy (MPS) and Land Use By-law (LUB) for the Musquodoboit Valley/Dutch Settlement Plan area came into effect in 1996. All land uses in existence at the time these planning documents were adopted were granted the status of "permitted uses" with a few exceptions:

- Salvage yards;
- Industrial uses; and,
- Mobile home parks.

These land uses were deemed non-conforming uses and as such were permitted to continue to exist, but not able to expand as-of-right. To enable expansion, or new development, of these land uses, the MPS included policies that enable a planning process to ensure proposals are compatible with any surrounding residential development.

The proposed development agreement contained within Attachment A may be considered by Community Council in accordance with Policies MU-6 and IM-10 of the MPS (Attachment B).

Policy MU-6 allows Council to consider permitting salvage yard uses through the development agreement process. Policy criteria which Council should consider in their decision includes items such as visual and physical barriers, location of outdoor storage, minimum setbacks from residentially zoned properties and

watercourses, hours of operation, general maintenance, and traffic. Policy IM-10 contains additional general implementation policy criteria such as the adequacy of on-site sewerage and water, the height, bulk and lot coverage of any proposed buildings, signage, and site suitability with respect to environmental considerations (locations of watercourses etc.).

The MU Zone permits a variety of residential, institutional, commercial, industrial and resource uses. Requirements of the zone vary depending on use. (Attachment C).

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, letters mailed to property owners within the notification area and a public information meeting held on August 7, 2019. Attachment D contains a copy of a summary from the meeting. The only public comment received related to ensuring there would be provisions in place to ensure proper construction of the new building and maintenance of the existing buildings.

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 proposal will potentially impact local residents and property owners.

DISCUSSION

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

Proposed Development Agreement

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

- The number, placement, gross floor area, use, and height of buildings;
- Parking, circulation and access;
- Lighting;
- Landscaping;
- Maintenance;
- Signage;
- Hours of operation;
- Site servicing (water, sanitary and solid waste);
- Environmental protection measures including: stormwater management; erosion and sedimentation control; and, watercourse setbacks and buffers; and
- Non-substantive amendments including:
 - increases to the number of units permitted as outdoor display for automotive sales;
 - changes to landscaping requirements;
 - the granting of an extension to the date of commencement of development; and
 - the length of time for the completion of the development.

The attached development agreement will permit the applicant's proposal, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Maintenance

The concern raised by the public that provisions would be put in place to ensure proper maintenance of existing buildings on the site is also a policy consideration outlined by policy criteria MU-6(f). As such, this maintenance requirement is addressed through the proposed development agreement. As per the agreement, the developer is required to maintain and keep in good repair the exterior of buildings, fencing, walkways, parking areas and driveways. The concern regarding proper construction of buildings will be addressed through the standard permitting and inspection processes.

Hours of Operation

Policy criteria MU-6(e) directs that consideration be given to hours of operation. Within the proposed development agreement, the salvage yard is permitted to operate from 9:00 am to 7:00 pm each day. While the business currently keeps business hours of 9:00 am to 6:00 pm, the additional hour set out in the proposed development agreement provides the applicant with flexibility should business conditions change. These hours also reinforce a daytime use of the property which helps ensure compatibility with surrounding uses. Any future proposed increase to the hours of operation would be considered a substantive amendment to the proposed development agreement and would require Council approval. The agreement also recognizes the reality that unscheduled after-hours delivery of salvage vehicles occurs on the property from time to time and makes provision for such deliveries by ensuring an appropriate location is designated to mitigate the impact of such deliveries.

Watercourse Buffers

Policy criteria MU-6(d) directs consideration be given to proximity of the salvage yard operation to any watercourse and stipulates that no outdoor storage facility use, building, use of land associated with the salvage yard, autobody shop or used car lot shall be within 150 feet (46 metres) of a watercourse. A natural watercourse has been identified at the rear of the subject site and therefore the proposed development agreement includes the provision for a 46 metre setback. Any additional/future land use activity on the property not associated with the above-mentioned uses will be subject to the standard 20 metre watercourse setback requirement set out in the LUB.

Provincial Approvals and Licensing

Policy criteria MU-6(h) directs consideration be given to obtaining and maintaining all permits and licenses necessary to carry out the proposed use. Subsequent to any municipal approval for the salvage yard uses through the development agreement process, an operating permit from the Province of Nova Scotia is required. The Provincial requirement, the Standard for Commercial Vehicle Salvage Facilities, describes the minimum requirements for siting, operation, and the construction of a facility. To obtain approval from the Province, information such as detailed site plans, a water quality protection plan, a disposal of hazardous wastes methodology, a contingency plan, and a closure plan are required (<http://www.area-bc.ca/index.php/other-provinces/nova-scotia>). To date, the applicant has obtained the necessary Provincial licenses and approvals for operation of a vehicle salvage yard at this location.

Timeframe for Agreement Execution

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 presents, 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 intention of Policy MU-6 is to permit the expansion of existing salvage yards with controls to minimize land use conflict within the community. The proposed development agreement presented within Attachment A contains requirements to mitigate the negative effects of the existing salvage yard on surrounding land uses. Therefore, staff recommend that 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 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 development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

The primary environmental interests of priority to the municipality related to this application include water quality and solid waste management. The proposed development agreement presented within Attachment A seeks to protect these interests by containing provisions that:

- require the developer to submit to the Municipality a detailed site disturbance plan, erosion and sedimentation control plan, site grading and stormwater management plan prior to any site work occurring;
- require the developer to adhere to the Solid Waste Resource Collection and Disposal By-Law (S-600);
- increase the watercourse setback, as discussed above; and
- require the developer to provide a copy of all permits, licenses and approvals required by Nova Scotia Environment (NSE) for on-site sewer system.

It should be noted that salvage yards require the approval of NSE who have confirmed that the existing salvage yard located at the subject site has been issued approval.

ALTERNATIVES

1. North West Community Council may choose to approve the proposed 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 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 proposed agreement does not reasonably carry out the

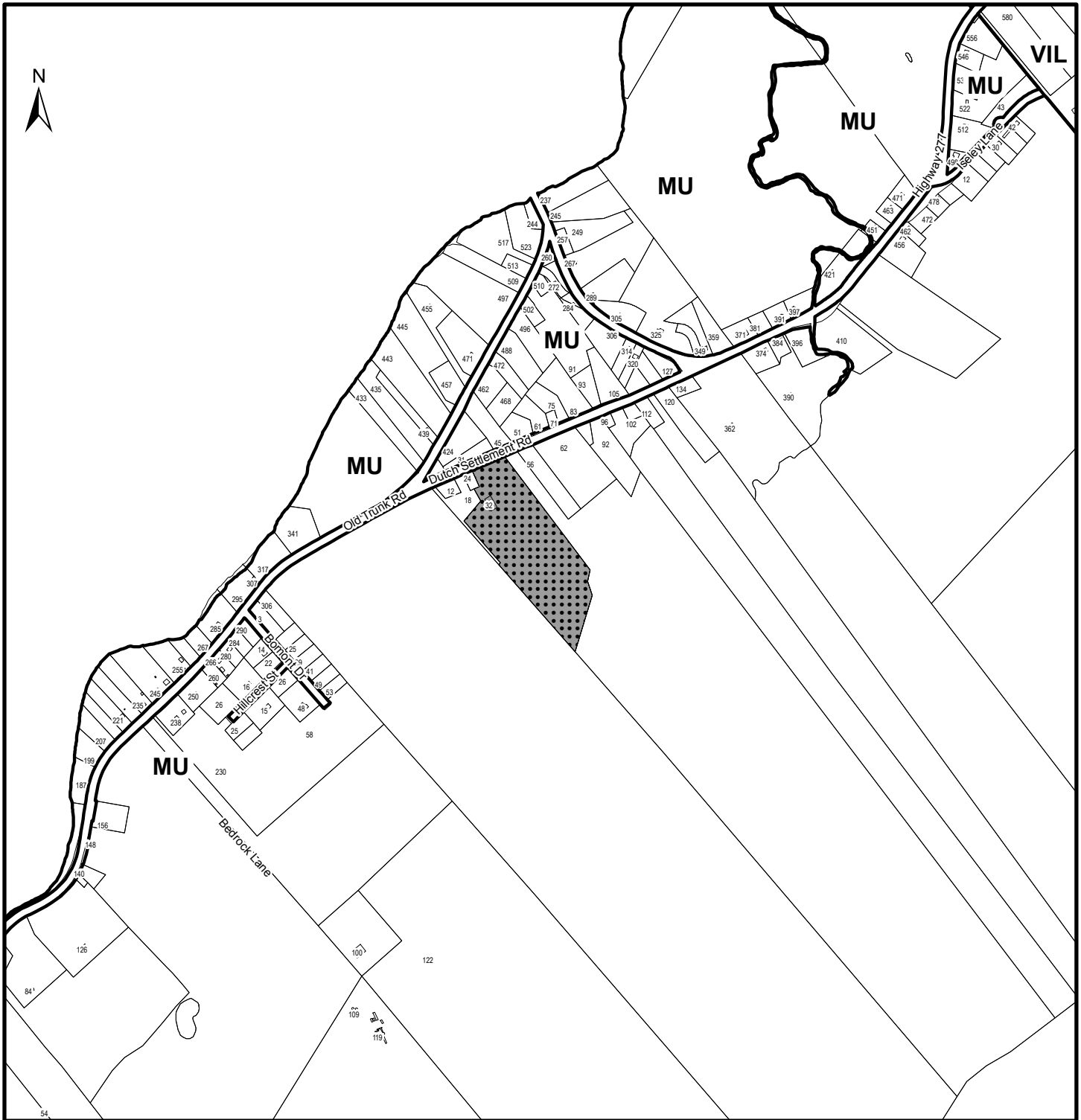
intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

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:	Excerpt from the Land Use By-law
Attachment D:	Summary from Public Information Meeting

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: Jacqueline Bélisle, Planner III, 902.430.4092
Claire Tusz, Planner II, 902.430.0645



Map 1 - Generalized Future Land Use

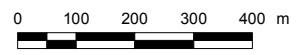
32 Dutch Settlement Rd, Lantz



 Subject Property

Designation

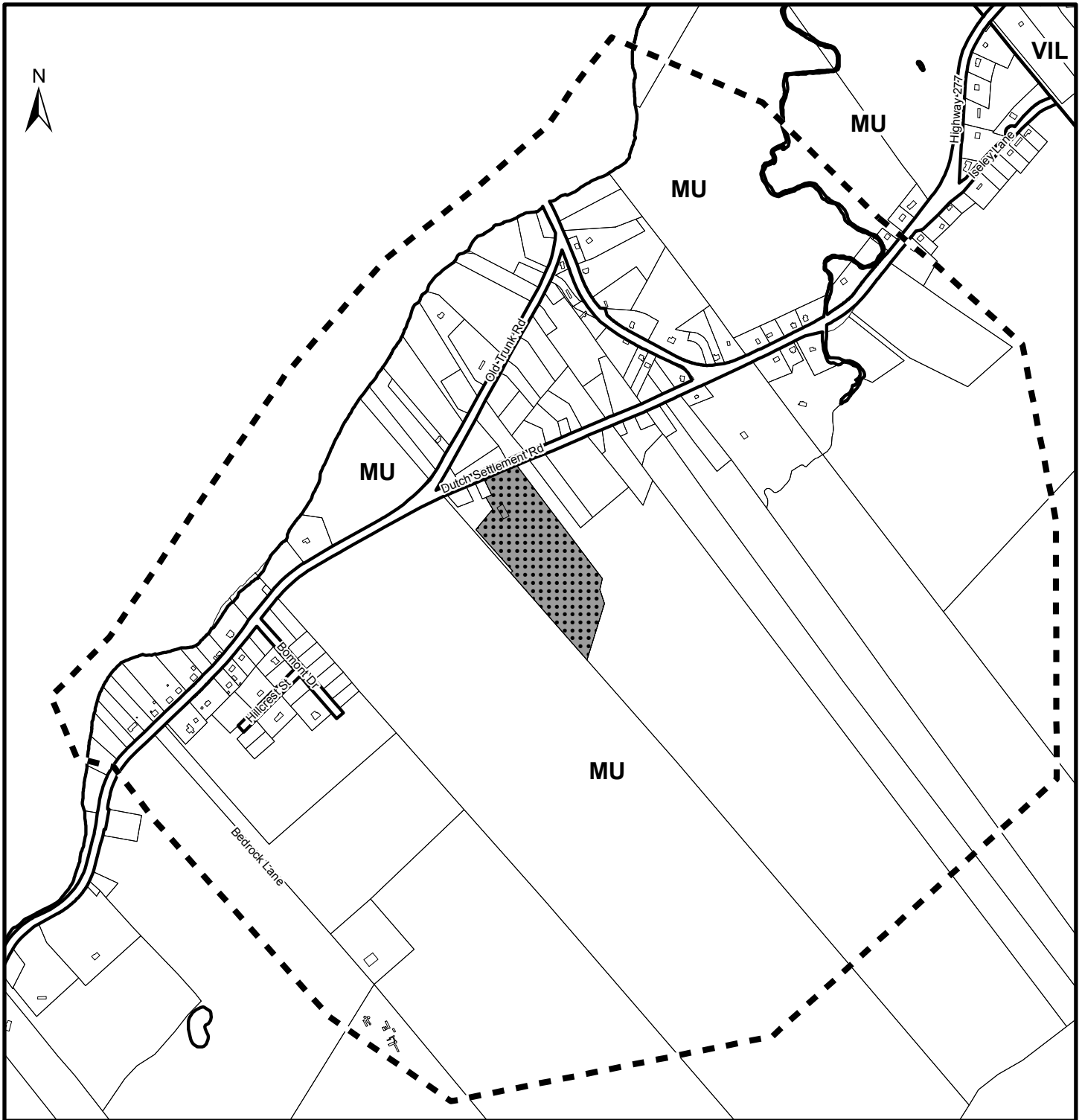
MU Mixed Use
VIL Village



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.


Musquodoboit Valley/Dutch Settlement Plan Area




Map 2 - Zoning and Notification

32 Dutch Settlement Rd, Lantz

HALIFAX

 Subject Property


 Area of Notification

Zone

MU Mixed Use

VIL Village

0 100 200 300 400 m



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.

Musquodoboit Valley/Dutch Settlement
Land Use By-Law Area

Attachment A:
Proposed Development Agreement

THIS 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 32 Dutch Settlement Road, Lantz (PID 00525592), and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested the Municipality enter into a Development Agreement to allow for the expansion of a Salvage Yard on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies MU-6 and IM-10 of the Municipal Planning Strategy for Musquodoboit Valley/Dutch Settlement and Section 3.16 of the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area;

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 22218;

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

- 1.1.1 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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law.
- 1.2.2 Variances to the requirements of the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area shall be permitted in accordance with the *Halifax Regional Municipality Charter* on the whole site as shown on Schedule B-1.

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

- 1.5.1 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

- 1.6.1 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

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 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 22218:

Schedule A	Legal Description of the Land(s)
Schedule B-1	Site Plan – 22218-001
Schedule B-2	Site Plan – 22218-002

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan in accordance with Section 3.7 of this Agreement.

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

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan in accordance with Section 3.7;
- (b) Written confirmation and photograph(s) demonstrating the existing dwelling unit, office building, and accessory building as illustrated on Schedule B-1 and B-2 on the Lands have been removed;
- (c) Written confirmation and photograph(s) demonstrating the removal of the two (2) additional existing driveways abutting the Dutch Settlement Road; and
- (d) A copy of all permits, licences, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, construction of the on-site sewer system.

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

Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) Salvage yard;
- (b) Outdoor display for automotive sales to a maximum of 25 units;
- (c) Autobody repair; and
- (d) Any uses permitted within the existing MU zone applied to the Lands subject to the provisions contained within the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area as of the date of this agreement.

3.4. Detailed Provision for Land Use

3.4.1 The salvage yard and the two (2) main buildings are permitted on the Lands as shown on Schedules B-1 and B-2.

3.4.2 All buildings shall be located on the Lands as generally shown on Schedules B-1 and B-2 and shall be sited in accordance with the requirements of the MU zone of the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area.

3.4.3 The height of all buildings shall be in accordance with the requirement of the MU zone of the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area.

3.4.4 The gross floor area of all buildings shall not exceed 2,787 square meters (30,000 square feet).

3.4.5 The maximum lot coverage of all buildings shall be in accordance with the MU zone of the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area.

3.4.6 Further to Section 3.4.1, accessory buildings shall be permitted on the Lands and shall be developed in accordance with the requirements of the MU zone of the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area.

3.4.7. No outdoor storage shall be permitted within any required front or side yard as per the requirements of the MU zone of the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area.

3.5 Parking, Circulation and Access

3.5.1 The parking area shall be sited as shown on Schedules B-1 and B-2. The parking area shall maintain setbacks from the property lines as shown on the plan.

3.5.2 The number of parking spaces provided shall be as per the requirement for parking for a general industrial use in accordance with the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area.

3.5.3 The parking area shall be hard surfaced or gravelled.

3.5.4 The limits of the parking area shall be defined by fencing or landscaping or curb.

3.5.5 There shall be only one driveway access to the lands abutting the Dutch Settlement Road as per the requirements of the Nova Scotia Department of Public Works.

3.6 Outdoor Lighting

- 3.6.1 Lighting shall be directed so as to divert the light away from streets, adjacent lots and buildings.

3.7 Landscaping

- 3.7.1 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.
- 3.7.2 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Landscaping shown on Schedules B-1 and B-2. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.7.3 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.
- 3.7.4 Notwithstanding Section 3.7.3, where the weather and time of year do 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.

3.8 Maintenance

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

3.9 Signs

- 3.9.1 The sign requirements shall be accordance with the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area.

3.10 Screening

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

3.10.2 Any portion of the property which is used for the disassembly, drainage, and storage of vehicles shall be screened with fencing. The fencing shall have a minimum height of six feet and shall include privacy slats.

3.11 Hours of Operation

3.11.1 The salvage yard shall be permitted to operate between the hours of nine (9:00) am to seven (7:00) pm daily.

3.11.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of nine (9:00) am to seven (7:00) pm.

3.11.3 Salvaged vehicles delivered to the property outside of the hours identified under Section 3.11.2. shall be deposited in the location identified on Schedule B-1 and B-2.

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

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 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, where applicable.

4.2 Off-Site Disturbance

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

4.3 Outstanding Site Work

4.3.1 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 On-Site Water System

4.4.1 The Lands shall continue to be serviced through a privately operated on-site water distribution system.

4.5 On-Site Sanitary System

- 4.5.1 The Lands shall continue to be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Climate Change and any other relevant agency, a design for all private sewer systems. In accordance with Section 3.2.2(d), no occupancy permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, construction of the on-site sewer system.

4.6 Solid Waste Facilities

- 4.6.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 4.6.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.6.3 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. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 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 have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

5.3 Watercourse Setbacks and Buffers

- 5.3.1 No outdoor storage facility use or building or use of land associated with a salvage yard or autobody shop or a used car lot shall be located within 46 meters (150 feet) of a watercourse, except for storm and water infrastructure and water control structures.
- 5.3.2 For uses permitted under Section 3.3.1(c) the watercourse setback and buffer provisions of the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area will apply.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
- (a) Changes to the landscaping measures as detailed in Section 3.7 or which, in the opinion of the Development Officer, do not conform with Schedules B-1 and B-2;
 - (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement;
 - (c) The length of time for the completion of the development as identified in Section 7.5.1 of this Agreement;
 - (d) An increase to the number of units permitted for outdoor display for automotive sales as identified in Section 3.3.1(b) provided there is no reduction in the number of required parking spaces under Section 3.5.2.
 - (e) Changes to the location of buildings as detailed in Section 3.4.2 and generally shown on Schedule B-1 and B-2 provided the buildings are sited in accordance with the requirements of the Land Use By-law for the Musquodoboit Valley - Dutch Settlement Area.

6.2 Substantive Amendments

- 6.2.1 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

- 7.1.1 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 three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Building Permit for the new building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension to the commencement of development time period through a resolution under Section 6.1.1(b), 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

- 7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By-law as may be amended from time to time.
- 7.4.2 For the purpose of this section, Completion of development shall mean the issuance of an Occupancy Permit for the new building
- 7.4.3 For the purpose of this section, Council may consider granting an extension to the completion of development time period through a resolution under Section 6.1.1(c), if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development, or phases of this development, after five (5) years from the date of registration of this Agreement at the 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;
 - (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 applicable Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

- 8.1.1 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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

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: _____

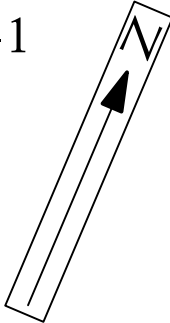
MAYOR

Witness

Per: _____

MUNICIPAL CLERK

SCHEDULE B-1



DUTCH SETTLEMENT ROAD

MAIN BUILDINGS
PROPERTY LINE
APPROXIMATE LOCATION OF EXISTING LIGHT POLE

EXISTING STORMWATER POND

EXISTING VEGETATION
EXISTING BACK DRIVEWAY

**32 DUTCH SETTLEMENT ROAD
LANTZ, NOVA SCOTIA**

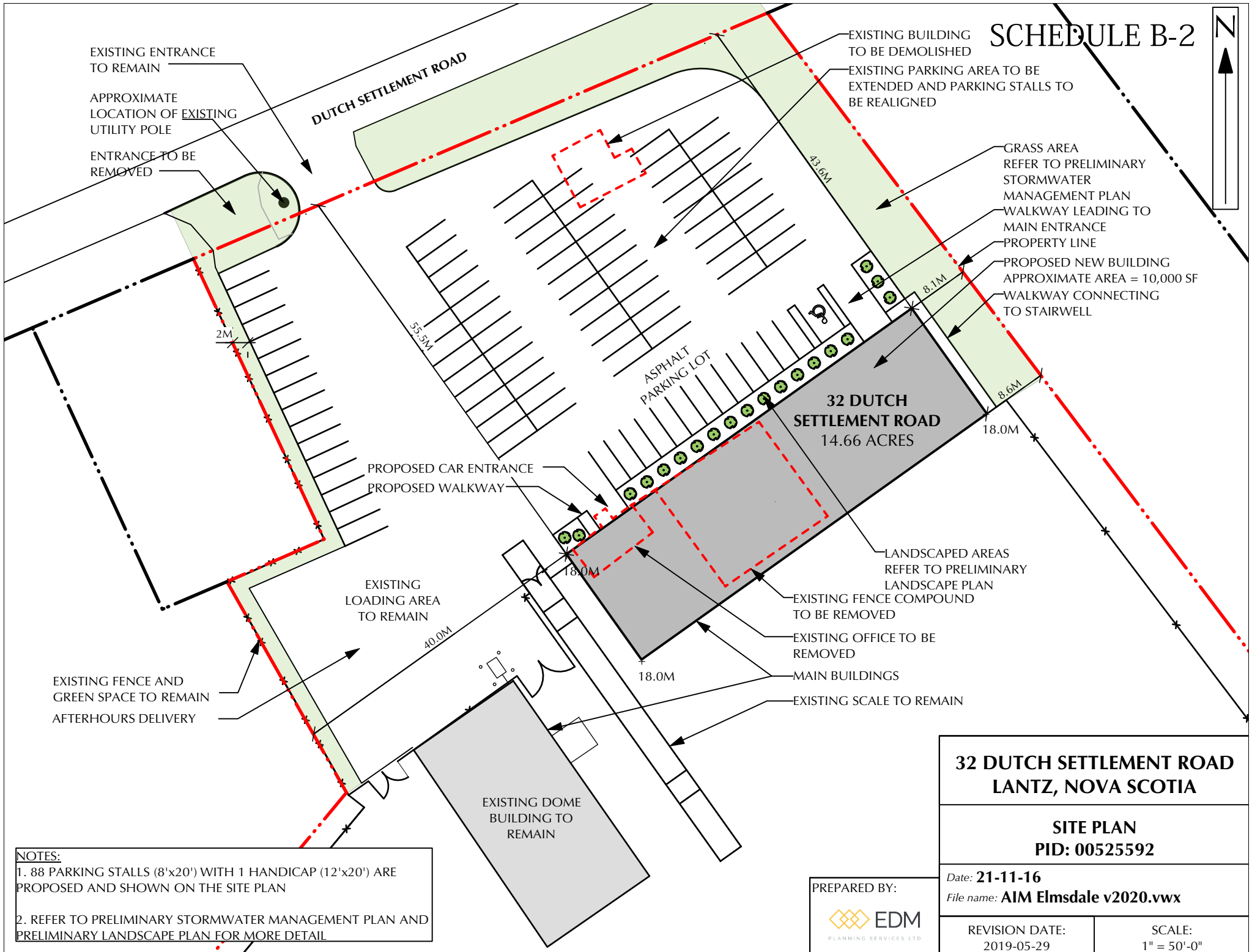
**ENTIRE PROPERTY
PID: 00525592**

Date: **21-11-16**
File name: **AIM Elmsdale v2020.vwx**



REVISION DATE: 2019-05-29	SCALE: 1:2000
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SCHEDULE B-2



NOTES:
 1. 88 PARKING STALLS (8'x20') WITH 1 HANDICAP (12'x20') ARE PROPOSED AND SHOWN ON THE SITE PLAN
 2. REFER TO PRELIMINARY STORMWATER MANAGEMENT PLAN AND PRELIMINARY LANDSCAPE PLAN FOR MORE DETAIL

32 DUTCH SETTLEMENT ROAD LANTZ, NOVA SCOTIA	
SITE PLAN PID: 00525592	
Date: 21-11-16 File name: AIM Elmsdale v2020.vwx	
REVISION DATE: 2019-05-29	SCALE: 1" = 50'-0"

PREPARED BY:
 EDM
 PLANNING SERVICES LTD

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

Salvage Yards

The general thrust of the Mixed Use Designation is to support and encourage development of the rural economy. In this regard, non-residential uses considered suitable for the area are relatively wide ranging and allowed by right throughout the designation. Salvage yards are considered a significant exception to this general rule. They are seen as creating potential safety hazards to adjacent residential areas as well as potential threats to natural environmental systems such as lakes and rivers. In addition, most operations are viewed as potentially detrimental to the visual appearance of existing communities and residential areas.

Salvage yards are regulated by the Department of the Environment under the Salvage Yard Licensing Act which requires all salvage yards to be licensed. Usually associated with most salvage yard operations are autobody repair shops and/or used car lots which benefit from inexpensive automotive parts.

It is recognized that salvage yards are an essential component within the Plan Area and that they require relatively inexpensive land in order to be economically feasible. Furthermore, some residents support such operations as they provide a source of income, as well as local employment opportunities. Most residents, however, do not wish their communities or areas to be perceived as a convenient dumping ground for the discarded, if partially recyclable, materials of the metropolitan area. Some control is considered necessary over the location of salvage yards.

MU-1 Notwithstanding Policy MU-2, within the Mixed Use Designation, Council may consider permitting salvage yards and accessory uses such as autobody shops and/or used car lots in accordance with the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

Policy	
MU-1 Notwithstanding Policy MU-2, within the Mixed Use Designation, Council may consider permitting salvage yards and accessory uses such as autobody shops and/or used car lots in accordance with the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:	
Policy MU-6 Criteria	Staff Comment
<i>(a) any materials associated with the salvage yard or autobody shop shall be contained within a building or otherwise enclosed by a fence, vegetation, or other means which provides a visual and physical barrier;</i>	<p>The configuration of the business on the site provides very good screening of the salvage yard from the Dutch Settlement Road. The proposed new building will further the ability of the developer to enclose elements of their operation as well as act as a physical barrier to the salvaged vehicles located toward the rear of the site.</p> <p>While the proposed development agreement contains provisions related to landscaping and screening which are intended to minimize the exterior physical presence of the salvage yard it should be noted that there are still vantage points within the community where the salvage yard may</p>

	<p>be observed. It is acknowledged that total visual obstruction is unfeasible for an operation of this scale given the existing topography of the community.</p>
<p><i>(b) no outdoor storage shall be located within any required front or side yard;</i></p>	<p>The proposed development agreement prohibits outdoor storage from being located within any required front or side yard. This will ensure a 4.6 m (15 foot) side yard separation distance from abutting properties. Given the configuration of the proposed building and parking area on the site the front yard separation distance for outside storage will exceed the 6.1 m (20 foot) distance front yard requirement.</p>
<p><i>(c) no salvage yard or autobody shop shall be located within five (500) feet of a community facility use or a restrictive residentially zoned property;</i></p>	<p>All properties within 500 feet of the subject site are zoned MU (Mixed Use) in the LUB, which permits a broad spectrum of residential, institutional, commercial, industrial and resource uses. There are no community facilities located within 500 feet of the subject site.</p>
<p><i>(d) no outdoor storage facility use or building or use of land associated with a salvage yard or autobody shop or a used car lot shall be located within one hundred and fifty (150) feet of a watercourse;</i></p>	<p>A natural watercourse has been identified at the rear of the subject site. Schedule B-1 of the proposed development agreement illustrates this watercourse and together with the proposed development agreement applies a 46 meter (150 foot) setback for the land uses specified.</p>
<p><i>(e) hours of operation;</i></p>	<p>The existing salvage yard operates seven days a week from 9:00 am to 6:00 pm. and the proposed development agreement permits the salvage yard to operate between the hours of 9:00 am to 7:00 pm daily. The additional hour of operation provided in the evening is intended to provide flexibility to the operation. Any future proposed increase to the hours of operation would be considered a substantive amendment to the proposed development agreement.</p>
<p><i>(f) general maintenance of the development;</i></p>	<p>The proposed development agreement addressed the general maintenance of the property.</p>
<p><i>(g) impact of the operation on traffic volume and traffic circulation;</i></p>	<p>A Traffic Impact Statement (TIS) was submitted in support of this application. The TIS asserts that the current two-way two-lane collector road is capable of handling the anticipated traffic volume for the site and that the stopping sight distance in both directions is sufficient.</p> <p>The Nova Scotia Department of Public Works (NSPW) (former NSTIR or NSTAT) has reviewed the proposal and advised that no negative impact</p>

	to the Provincial road network is anticipated. NSPW has however advised that only one driveway for the existing business is permitted and all other access points must be removed or permanently blocked. This is implemented through the proposed development agreement and reflected in the attached site plan (Schedules B-1 and B-2).
<i>(h) the requirement for any provincial permits or approvals;</i>	Nova Scotia Environment and Climate Change has confirmed that approval has been granted to operate a salvage yard at this location.
<i>(i) the affect of the proposed operation on any residential uses in the general vicinity of the proposed development; and</i>	Given that the salvage yard is an established land use and the proposal is indented to optimize operations it is not expected that residential uses in the general vicinity of the subject site will be greatly impacted. The existing residential unit located to at the front of the subject site is proposed to be removed.
<i>(j) the provisions of Policy IM-10.</i>	See below.

Policy	
IM-10 In considering development agreements or amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Planning Strategy, Council shall have appropriate regard to the following matters:	
Policy IM-10 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>	Policy MU-6 allows for the consideration of salvage yards in the Mixed Use designation through the development agreement process. The criteria listed in MU-6 (above) seeks to reduce the impact salvage yards have on surrounding land uses.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	...
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	The developer will be responsible for all costs associated with the development.
<i>(ii) the adequacy of on-site sewerage and water services;</i>	The development will be serviced with on-site well and septic. These systems must be meet the requirements of Nova Scotia Environment and Climate Change.
<i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i>	The proposed development is not expected to place additional demands on surrounding schools, recreation, or other community facilities. It is also not expected that the proposed development would negatively impact any of these land uses. For information purposes: <ul style="list-style-type: none"> • Maple Ridge Elementary School, located next to the East Hants Sportsplex, is located 1.5 km

	<p>northwest of the subject site within the Municipality of East Hants.</p> <ul style="list-style-type: none"> • Dutch Settlement Elementary School is located 3.4 km northeast. • Dutch Settlement & Area Fire Station (Station 40 - Volunteer) is located 3 km (travel distance) from the subject site.
<i>(iv) the adequacy of road networks leading to or within the development; and</i>	See Policy MU-6(g) above.
<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>	<p>The proposed development agreement permits the expansion of the existing salvage yard as well as outdoor automotive sales to a maximum of 25 vehicles and autobody repair, both of which are considered to be accessory to the salvage yard.</p> <p>Additionally, the proposed development agreement permits any use within the existing MU zone, subject to the requirements of the LUB and limitations of the agreement related to number of buildings and maximum gross floor area for the subject site. This provision is intended to provide future flexibility. For reference: Attachment C contains an excerpt of the MU zone.</p>
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	Section 3.4 of the proposed development agreement requires the development to meet the MU zone requirements for height and lot coverage. Bulk is controlled through provisions for setbacks and gross floor area.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	Further to the information provided for Policy MU-6(g) (above) respecting traffic generation driveway access the proposal also includes 92 standard parking spaces and 1 accessible parking space. This is greater than the amount required under the LUB and is expected to be more than adequate for the intended use of the site.
<i>(iv) open storage;</i>	See Policy MU-6(b) and MU-6(d) above.
<i>(v) signs; and</i>	The existing ground sign located on the subject site received permit in 2017. The developer has no intention at this time of modifying the existing sign. It is expected that the new building will include facial wall signs. The proposed development agreement permits signage as per the requirements of the LUB.

<i>(vi) any other relevant matter of planning concern.</i>	No additional planning concerns have been identified.
<i>(d) that the proposed site is suitable with respect to the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and</i>	The proposed development agreement requires the developer to submit to the Municipality a detailed site disturbance plan, erosion and sedimentation control plan, site grading and stormwater management plan prior to any site work occurring. This is to ensure protection of environmental features such as the existing watercourse located to the rear of the site.
<i>(e) any other relevant matter of planning concern.</i>	No additional planning concerns have been identified.
<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>	No holding zone has been established and no additional lots are proposed in conjunction with this application.

Existing Uses

Prior to the adoption of the land use by-law authorized under this planning strategy, land use within the Plan Area was regulated by Zoning By-law No. 24. Most of the area was zoned G (General Building) Zone which permitted most uses by right, except for salvage yards, industrial uses and mobile home parks.

One outcome of these limited zoning controls was the mixing of residential, resource, and commercial uses. Although there have been some conflicts resulting from mixed development, residents support as a matter of principle the right of all existing uses to continue. Most uses will be given an appropriate zone, regardless of the designation, which will allow them to expand up to the limits imposed by the zone or to change the use to another use permitted by the zone.

The right to expand any existing use, whether or not it is specifically permitted in a zone, is generally supported. In most cases, expansion of the use will be subject to the requirements of the zone in which it is located. However, within the Mixed Use and Village Designations, provisions to expand beyond the requirements of the zone will be established in certain situations. These situations occur where commercial and industrial uses are operating within close proximity of residential area. Provisions will be made for the expansion of such uses if compatible with surrounding residential development.

Policy EU-1	Staff Comment
<i>Within the Mixed Use and Village Designations, it shall be the intention of Council to permit all uses that existed on the effective date of this strategy, which are not otherwise permitted within the designation, to continue and expand on their</i>	The salvage yard established at the subject site has existed since prior to the effective date of the Musquodoboit Valley/Dutch Settlement MPS and has been permitted to continue operation, although salvage yards are not a listed permitted use in the MU zone.

existing lot subject to the requirements of the zone, unless otherwise indicated.

Policy MU-6 (above) allows Council to consider the proposal through the development agreement process.

**Attachment C:
Excerpt from the Land Use By-law**

PART 8: MU (MIXED USE) ZONE

8.1 MU USES PERMITTED (RC-Jun 25/14;E-Oct 18/14)

No development permit shall be issued in any MU (Mixed Use) Zone except for the following:

Residential Uses

**Single unit dwellings
Mobile dwellings
Two unit dwellings
Multi-unit dwellings
Boarding and rooming houses
Bed and breakfast establishments**

Institutional Uses

**Day care facilities
Community centres and halls
Open space uses
Public parks, trails, picnic areas and campsites
Commercial uses accessory to a public park use
Museums, interpretive centres, and buildings associated with park development and maintenance
Historic sites and monuments**

Commercial Uses

**Convenience stores
Service and personal service shops
Craft shops
Entertainment uses
Commercial schools and gyms
Funeral establishments
Office uses
Kennels
Veterinary clinics
Recycling depots
Restaurants
Outdoor display courts for up to 10 units
Commercial accommodation uses**

Industrial Uses

**Automotive repair outlets
Autobody shops
Service industries**

Food processing and packaging uses
Trucking, excavation, landscaping and paving services
Welding, plumbing and heating, electrical, carpentry and other trade contracting services and shops
Light manufacturing and processing operations
Warehouses
General contracting, storage yards and services
Cannabis production facilities (RC-Sep18/18; E-Nov 3/18)

Resource Uses

Agricultural uses
Intensive livestock operations
Greenhouses and nurseries
Forestry uses
Extractive facilities
Existing extractive facilities
Composting operations
Uses accessory to the foregoing uses

8.2 **MU ZONE REQUIREMENTS**

In any MU Zone, no development permit shall be issued except in conformity with the following requirements:

	<u>Central Services</u>	<u>On-site Services</u>
(a) Minimum lot area:		
Single unit and mobile dwellings	6,000 sq.ft. (557.4 m ²)	20,000 sq.ft. (1,858 m ²)
Two unit dwellings	7,000 sq.ft. (650.3 m ²) or 3,500 sq.ft.(325.2 m ²) per dwelling unit	20,000 sq.ft. (1,858 m ²)
Boarding and rooming houses	7,500 sq.ft. (698.8 m ²)	20,000 sq.ft. (1,858 m ²)
Service Stations	30,000 sq.ft. (2,787 m ²)	30,000 sq.ft. (2.787 m ²)
Keeping of Livestock	40,000 sq.ft. (3,716 m ²)	40,000 sq.ft. (3,716 m ²)
Forest		
Processing Operations	10 acres (4.0 ha)	10 acres (4.0 ha)
Other Uses	8,000 sq.ft. (743.2 m ²)	20,000 sq.ft. (1,858 m ²)
(b) Minimum Frontage:		
Two unit dwellings per dwelling unit	30 feet (9.1 m)	50 feet (15.2 m)
Service Stations	200 feet (61.0 m)	200 feet (61.0 m)
Other Uses	60 feet (18.3 m)	100 feet (30.5 m)
(c) Minimum Front or Flankage Yard:		

	Open Space Uses	30 feet (9.1 m)	30 feet (9.1 m)
	Other Uses	20 feet (6.1 m)	20 feet (6.1 m)
(d)	Minimum Rear or Side Yard:		
	Multi-unit dwellings	20 feet (6.1 m) or 1/2 the height of the main building, which ever is greater	20 feet (6.1 m) or 1/2 the height of the main building, which ever is greater
	Residential	8 feet (2.4 m)	8 feet (2.4 m)
	Commercial/industrial	15 feet (4.6 m)	15 feet (4.6 m)
	Open Space Uses	30 feet (9.1 m)	30 feet (9.1 m)
	Other Uses	10 feet (3.0 m)	10 feet (3.0 m)
(e)	Maximum Lot Coverage:		
	Residential uses	35%	35%
	Other uses	50%	50%
(f)	Maximum height of main building:	35 feet (10.7 m)	35 feet (10.7 m)

8.3 OTHER REQUIREMENTS: COMMERCIAL USES

In any MU Zone, no development permit shall be issued for any commercial use except in conformity with the following:

- (a) Where any portion of any lot in any MU Zone is to be used for commercial uses, no parking and outdoor storage or outdoor display or sign shall be permitted within any side or rear yard where such yard abuts any lot containing a residential dwelling or any residential zone, except where a fence or other visual and physical barrier is provided.
- (b) Notwithstanding Section 8.3(a) above, where the abutting property is under the same ownership, no fence or other visual and physical barrier shall be required.

8.4 OTHER REQUIREMENTS: INDUSTRIAL USES

In any MU Zone, no development permit shall be issued for any industrial use except in conformity with the following:

- (a) The gross floor area devoted to all industrial uses shall not exceed more than ten thousand (10,000) square feet (929 m²).
- (b) Where any industrial use abuts another industrial or a commercial use, the abutting side yard requirement shall be fifteen (15) feet (4.6 m).
- (c) No outdoor storage shall be permitted in the front yard or within any required side or rear yard.
- (d) Any materials associated with an industrial use shall be contained within a building or otherwise enclosed by a fence, vegetation, or other means which

provide a visual and physical barrier from abutting residential properties and the travelling public.

- (e) No outdoor display shall be located within ten (10) feet (3.1 m) of any front lot line or within any required side or rear yard.
- (f) No outdoor display shall be permitted in any yard where the yard abuts any residential or community use, except where a visual barrier is provided.
- (g) No parking or loading area shall be permitted in any required side or rear yard where the required yard abuts any residential or community use.
- (h) No portion of any building or structure associated with an industrial use shall be located within 50 feet of any watercourse or well except for a well located on the same lot.

8.5 OTHER REQUIREMENTS: KENNELS

In any MU Zone, no development permit shall be issued for any kennel except in conformity with the following minimum separation distances:

- | | | |
|-----|--|-------------------|
| (a) | From any lot line | 20 feet (6.1 m) |
| (b) | From any dwelling ¹¹ | 50 feet (15.2 m) |
| (c) | From any watercourse or well ¹² | 150 feet (45.7 m) |

8.6 OTHER REQUIREMENTS: FORESTRY PROCESSING USES

In any MU Zone, any building, structure, or stockpile associated with a forest processing operation shall satisfy the following minimum separation distances:

- | | Sawmills under
1,000 sq.ft.
of GFA ¹³ | Sawmills over
1,000 sq.ft.
of GFA | |
|-----|--|---|-------------------|
| (a) | From any lot line | 15 feet (4.6 m) | 50 feet (15.2 m) |
| (b) | From any dwelling ¹⁴ or
residential zone | 50 feet (15.2 m) | 150 feet (45.7 m) |
| (c) | From any watercourse or
well ¹⁵ | 150 feet (45.7 m) | 150 feet (45.7 m) |

8.7 OTHER REQUIREMENTS: SERVICE STATIONS

Notwithstanding the provisions of Section 8.2, where any service station is erected in any MU Zone, the following shall apply:

¹¹ Except for a dwelling on the same lot

¹² Except for a well on the same lot

¹³ GFA = Gross Floor Area

¹⁴ Except for a dwelling located on the same lot

¹⁵ Except for a well located on the same lot

- (a) No portion of any pump island shall be located closer than twenty (20) feet (6.1 m) from any street line.
- (b) The minimum distance between ramps or driveways shall not be less than thirty (30) feet (9.1 m).
- (c) The minimum distance from a ramp or driveway to a road intersection shall be fifty (50) feet (15 m).
- (d) The minimum angle of intersection of a ramp to a road line shall not be less than forty-five (45) degrees.
- (e) 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).

8.8 OTHER REQUIREMENTS: RECYCLING DEPOTS

In any MU Zone, where recycling depots are permitted, no outdoor storage related to the operation of a recycling depot shall be permitted.

8.9 OTHER REQUIREMENTS: ENTERTAINMENT USES

In any MU Zone, where entertainment uses are permitted, no development permit shall be issued except in conformity with the following:

- (a) The gross floor area of any building or structure to be used for an entertainment use shall not exceed fifteen hundred (2000) square feet (185.8m²).
- (b) No outdoor storage or outdoor display shall be permitted.
- (c) No parking shall be permitted within any required side or rear yard except where a fence or other visual and physical barrier is provided within such yard in which case no parking shall be permitted within five (5) feet (1.5 m) of the side or rear lot line.

8.10 OTHER REQUIREMENTS: INTENSIVE LIVESTOCK OPERATIONS

In any MU Zone, where intensive livestock operations are permitted on the property, no development permit shall be issued except in conformity with the following:

- (a) Any building or structure associated with an intensive livestock operation shall meet the following setback requirements;

USE	From any dwelling ¹⁶ (ft./m)	From any public highway (ft./m)	From any watercourse (ft./m)	From any well ¹⁷ (ft./m)	Lot area (acre/ha)
-----	--	------------------------------------	---------------------------------	--	-----------------------

16 Except for a dwelling located on the same lot.

17 Except a well located on the same lot.

Intensive Livestock Operation	500 (152.4)	150 (152.4)	150 (45.7 m)	150 (45.7 m)	10 (4.05 ha)
-------------------------------	----------------	----------------	-----------------	-----------------	-----------------

- (b) the minimum lot area for each manure animal unit, above thirty (30) units, shall be 23,000 square feet (2,136.7 m²) per unit in addition to the minimum lot area of 10 acres (4.05 ha).

8.11 OTHER REQUIREMENTS: KEEPING OF LIVESTOCK

In any MU Zone, where livestock is kept on the property, any building, structure, or manure pile associated with the keeping of livestock shall be a minimum of 150 feet (45.7 m) from any abutting residence, well, or watercourse.

8.12 OTHER REQUIREMENTS: GREENHOUSES AND NURSERIES

In any MU Zone, where greenhouse and nurseries are permitted on the property, no development permit shall be issued except in conformity with the following:

- (a) any building, structure, or use of land associated with either a greenhouse or nursery shall not be located within 150 feet (45.7 m) from any well except for a well located on the same lot.
- (b) No outdoor storage shall be locate in any front or side yard.

8.13 OTHER REQUIREMENTS: EXTRACTIVE FACILITIES

In any MU Zone, where extractive facilities are permitted, no development permit shall be issued except in conformity with the following minimum separation distances:

- (a) minimum separation distances shall be as follows:
 - From any lot line 100 feet (30.5 m)
 - From any dwelling except a dwelling located on the same lot 2,625 feet (800 m)
 - From any rural residential zone, Village Zone or mobile home park 2,625 feet (800 m)
 - From any watercourse or well except for a well located on the same lot 300 ft (91.4 m)
- (b) that any proposed facility shall not require access through a rural residential (RR-1) Zone or village (VIL) zone.

8.14 OTHER REQUIREMENTS: EXISTING EXTRACTIVE FACILITIES

Notwithstanding Section 8.13, the existing extractive facilities located on the property identified as LIMS No. 562983 in Upper Musquodoboit (owned by Dillman Enterprises (1995) Limited shall be exempt from subsection 8.13(a) of this by-law.

8.15 OTHER REQUIREMENTS: CANNABIS PRODUCTION FACILITIES (RC-Sep18/18; E-Nov 3/18)

- (a) Where a lot containing a cannabis production facility abuts a lot**
 - (i) zoned or used for residential purposes, or**
 - (ii) that is used for a daycare, community centre, school, religious institution, public park or playground,**

such facility, including any building or outdoor area used as a cannabis production facility, shall be set back a minimum 230 feet (70 metres) from the abutting lot line.

**Attachment D:
Summary from Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 22218**

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

**Wednesday, August 7, 2019
7:00 p.m.
Carrolls Corner Community Centre**

STAFF IN

ATTENDANCE:

Megan Backos, Planner, HRM Planning and Development
Stephanie Salloum, Planner, HRM Planning and Development
Jared Cavers, Planning Technician, HRM Planning and Development
Cara McFarlane, Planning Controller, HRM Planning and Development

ALSO IN

ATTENDANCE:

Erin MacKenzie, EDM Planning Services Ltd.
Margot Young, EDM Planning Services Ltd.
Trevor Hume, EDM Planning Services Ltd.

REGRETS:

Councillor Steve Streach, District 1

PUBLIC IN

ATTENDANCE:

Approximately 10

The meeting commenced at approximately 7:12 p.m.

1. Call to order, purpose of meeting – Megan Backos

M. Backos is the Planner and Facilitator for the application and introduced HRM Staff members and the Applicant.

Case 22218 - Application to enter into a development agreement to replace two buildings on-site with a new building (approximately 10,000 square feet) for the purpose of consolidating the existing uses on site related to a nonconforming salvage yard at 32 Dutch Settlement Road in Lantz.

The purpose of the Public Information Meeting (PIM) is to:

- Identify the proposal site and highlight the proposal;
- Give the Applicant an opportunity to present the proposal; and
- Receive public feedback and input regarding the proposal that will be used to prepare the staff report and go forward with this application.

No decisions are made at the PIM or have been made up to this point.

2. Presentation of Proposal – Megan Backos

M. Backos gave a brief presentation of the proposal for the property located at 32 Dutch Settlement Road, Lantz outlining the status of the application, the Applicant's request for a development agreement, site context of the subject land, the proposal (site plan, building elevations, landscape plan), the land designation (Mixed Use) and enabling Planning Policy [MU-6 (Development of Salvage Yards)] within the Musquodoboit Valley / Dutch Settlement Municipal Planning Strategy and the Zoning [MU (Mixed Use) Zone] within the Musquodoboit Valley / Dutch Settlement Land Use By-law (LUB).

Presentation of Proposal – Margot Young, EDM Planning Services Ltd.

M. Young presented their proposal for the subject properties outlining the planning context/site plan, relevant policy, photos of the proposed building, the building elevations and the upgrades that have been done on the property to date.

3. Questions and Comments

Max Isenor, Dutch Settlement Road, wondered what guarantee there is for proper construction and asked for confirmation that the remaining building(s) on the property be repaired. **M. Backos** explained that if the development agreement is approved, permits must meet the conditions of the agreement and building inspections would ensure that the structure is built to code. NS Department of Environment oversees salvage yards for licensing. **Dwayne Brewer, the property owner**, assured Mr. Isenor that the building(s) of concern were being replaced if the development agreement proposal is approved.

4. Closing Comments

D. Brewer invited the community to visit for a tour of the site.

M. Backos thanked everyone for coming and expressing their comments.

5. Adjournment

The meeting adjourned at approximately 7:45 p.m.