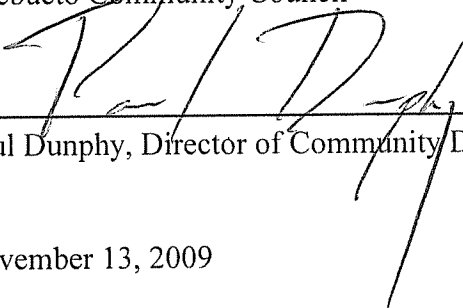




PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Chebucto Community Council**  
**February 1, 2010**

**TO:** Chebucto Community Council

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

**DATE:** November 13, 2009

**SUBJECT:** **Case 01317: Amending Stage I and II Development Agreements -  
Home Depot, Halifax**

---

### **ORIGIN**

Application by Terrain Group Inc. for the lands of Home Depot of Canada Inc. to amend the existing Stage I and Stage II development agreements to allow for additional outdoor storage and display.

### **RECOMMENDATION**

It is recommended that Chebucto Community Council:

1. Give Notice of Motion to consider the proposed Stage I Amending Agreement, as described in Attachment "A", and schedule a public hearing.
2. Approve the Stage I Amending Agreement as shown in Attachment "A" of this report;
3. Require the agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, 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**

Home Depot is located at 368 Lacewood Drive, next to the Bicentennial Highway where it intersects with Lacewood Drive. The subject lands are zoned Schedule K under the Halifax Mainland Land Use Bylaw. Development under Schedule K requires a two stage approval by Council. The first stage involves Council approval of a Stage I concept plan and development agreement, and a public hearing is required. Stage II requires more detailed plans and development agreements for individual phases of the development, and can be approved by resolution of Council provided that the plans are consistent with the approved Stage I Agreement.

In 1999, a Stage I development agreement was approved by Chebucto Community Council for mixed commercial / residential development on both sides of Lacewood Drive to the east of the Bicentennial Highway interchange. This Stage I agreement has been amended several times. Additional lands were added for multiple unit dwellings in 2001, 2002, and 2005, and a licensed lounge was permitted in conjunction with the Swiss Chalet restaurant in 2001.

A Stage II development agreement was approved by Council in 2000 for the area on the south side of Lacewood Drive, which allowed for the construction of Home Depot. The Stage II agreement has been amended as follows:

- In 2000, to allow for the preparation and serving of food and beverages at Home Depot;
- In 2001 to allow for a licensed lounge in conjunction with the Swiss Chalet restaurant;
- In 2004 to enclose the seasonal patio at Swiss Chalet; and
- In 2006 to allow for automobile rentals at 362 Lacewood Drive.

The current proposal is to amend both the Stage I and Stage II agreements to allow additional outdoor storage and display on the Home Depot lands. Should Council approve the Stage I Amending Agreement, pending no successful appeals, staff would be returning to Council with a supplemental report recommending that the Stage II Amending Agreement be approved by resolution.

## **DISCUSSION**

### **Existing Situation**

A building permit was issued for Home Depot in April of 2000, and an occupancy permit was issued in February of 2001. The outdoor storage and display on the site has often exceeded that permitted by the Stage I and II development agreements. In two instances, one in 2006 and one in 2008, HRM was made aware of violations by complaints from members of the public. In both instances, once notified, the owner took appropriate measures to bring the property into compliance.

### **Proposal**

The proposed Stage I Amending Agreement (Attachment "A") allows for outdoor storage on the Home Depot property. Specific details on the proposed storage and display are contained in the

Amending Stage II Agreement (Attachment "B"), which includes both text descriptions and a new diagram, Schedule "H", to clearly denote the areas where storage and display are permitted.

Outdoor display includes fully assembled items that are being displayed for immediate sale, and will be permitted along the front of the building, and beside the garden centre along the side of the building. The property owner will also be permitted to display trailers for sale in up to 10 parking spaces along the property line abutting the Bicentennial Highway.

Outdoor storage may include items for immediate sale, but may also include excess stock, equipment, tools, and supplies. Storage will be permitted in the loading area, along the rear of the building, and beside the garden centre.

The Amending Stage II Agreement will also allow for the existing cart corrals and propane exchange to be permitted, and clarifies that the transformer and propane tank at the rear of the building are considered to be appropriately screened by the building and topography, and that additional screening is not required.

### **Parking**

The existing Stage II Agreement requires 525 parking spaces on the Home Depot property. There are currently about 480 parking spaces, which is consistent with the land use by-law requirements for the area. The proposed amending agreements will allow a reduction to 415 parking spaces. The Home Depot has been in operation for a number of years, and staff are not aware of any complaints or concerns about parking availability, even at times when parking was reduced as a result of outdoor storage and display. Staff have no concerns with this reduction in the amount of parking spaces, as past experience shows that it is sufficient for this store.

### **Municipal Planning Strategy Policy**

Policies 3.3 and 3.4 of the Halifax Municipal Planning Strategy (MPS) (Attachment "C") apply to these lands, and speak generally about the type, character, and quality of development for the area. There are no policies that are specific to outdoor storage, only general guidance that the area should be attractive and have a prestigious image, with high quality streetscape design with emphasis on Lacewood Drive.

The proposed amending agreements require that all storage and display is concentrated at the rear of the site, near or behind the building. This will prevent having materials scattered throughout the property, and will have the least visual impact. Based on the topography of the site, the additional storage and display will not be visible from Lacewood Drive, and will blend with the exterior of the building from other viewpoints. The storage proposed adjacent to the loading area will be visible from the Bicentennial Highway, but is a reasonable location for items being unloaded, and is preferable to having these items elsewhere on the property. As such, staff feel that the proposal is consistent with the MPS, and recommend approval of the proposed amending agreements.

**Public Information Meeting / Area of Notification**

A public information meeting was held on September 23, 2009. One member of the public was in attendance, and his primary concern was the storage of goods near the front of the property. Minutes of the meeting are included as Attachment “D”. Should Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 1 will be sent written notification.

**Legal Review**

Consistent with Chebucto Community Council’s motion of October 5, 2009, the proposed Stage I Amending Agreement has been reviewed by HRM’s Legal department and the content of the agreement has been approved.

**BUDGET IMPLICATIONS**

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

**FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

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

**ALTERNATIVES**

1. Council may approve the Stage I Amending Agreement (Attachment “A”). This is the recommended course of action.
2. Council may choose to approve the Stage I Amending Agreement with modifications which are acceptable to the applicant. Such modifications may require further negotiations with the applicant and/or revisions to the attached amending agreement.
3. Council may refuse to enter into the Stage I Amending Agreement. Pursuant to the *Halifax Regional Municipality Charter*, Council must provide reasons for this refusal, based on the policies of the MPS.

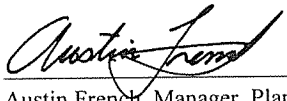
**ATTACHMENTS**

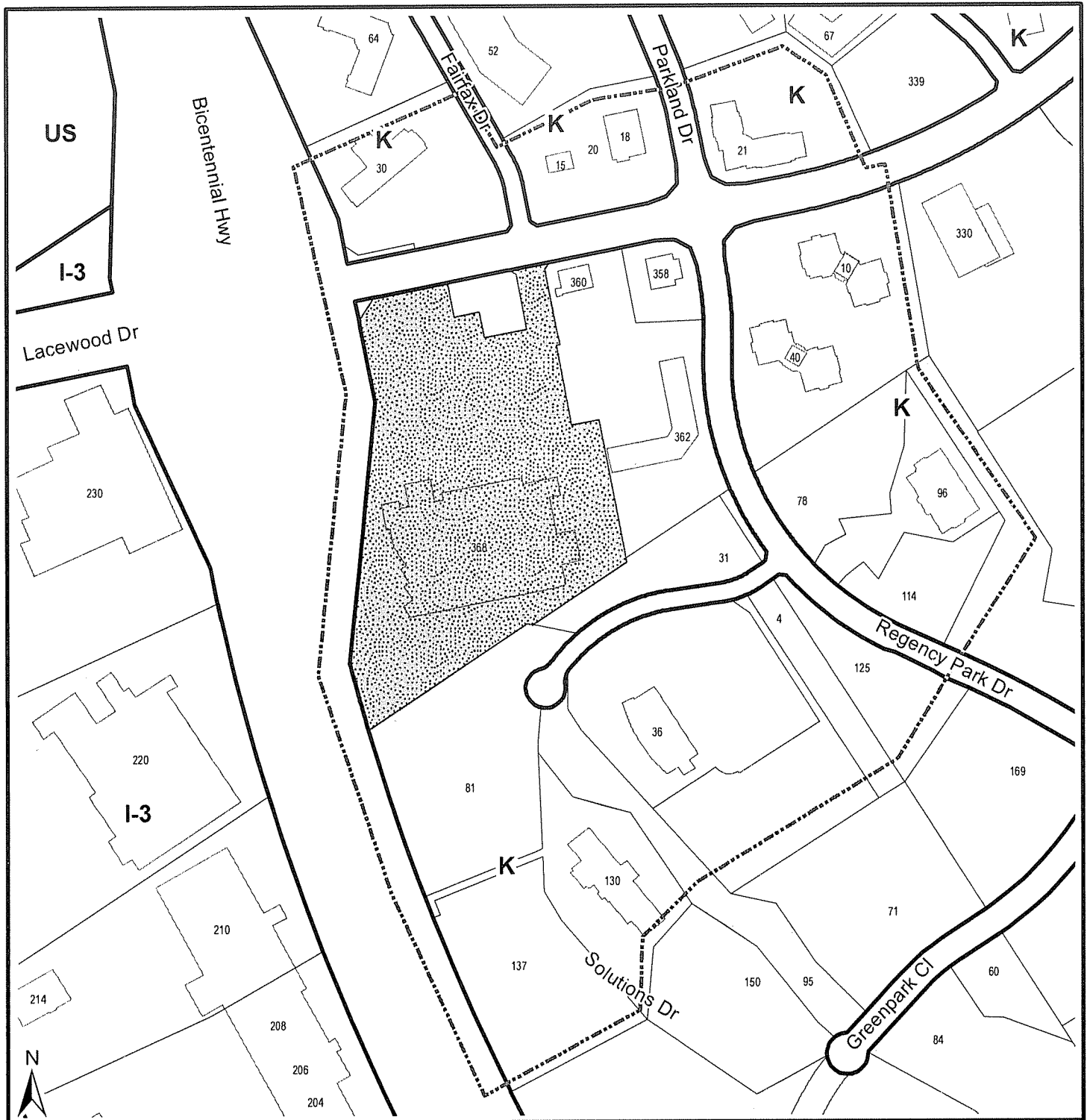
Map 1	Location, Zoning, and Notification
Attachment A	Stage I Amending Agreement
Attachment B	Stage II Amending Agreement
Attachment C	Excerpts from the Municipal Planning Strategy

Attachment D Excerpts from Existing Agreements  
Attachment E Minutes from the Public Information Meeting, September 23, 2009

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

Report Prepared by: Patricia Hughes, Planner I, 490-1948



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



### Map 1 - Location and Zoning

368 Lacewood Drive  
Halifax

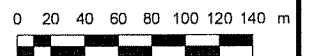
**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES

-  Subject area
-  Area of notification

Halifax Mainland  
Land Use By-Law Area

#### Zone

- K Schedule K
- I-3 General Industrial
- US Urban Settlement



This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law Area

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

**Attachment A  
Stage I Amending Agreement**

THIS AMENDING AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2010,

BETWEEN:

**HOME DEPOT OF CANADA 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** Halifax Regional Municipality previously entered into a Stage I development agreement with Clayton Developments Limited and the Shaw Group Limited for a mixed commercial / residential development on February 23, 2000 (Municipal Case No. 00122), which said agreement is recorded at the Registry of Deeds at Halifax in Book 6525 at Pages 538 to 551 (hereinafter called the "Existing Stage I Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage I development agreement with Clayton Developments Limited and the Shaw Group Limited for multiple unit dwelling and park uses on May 28, 2001 (Municipal Case No. 00358), which said agreement is recorded at the Registry of Deeds at Halifax in Book 6765 at Pages 763 to 774 (hereinafter called the "First Amending Stage I Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage I development agreement with Pacrim Developments Incorporated for a licensed lounge in conjunction with an existing restaurant Lot BC-5 on November 7, 2001 (Municipal Case No. 00337), which said agreement is recorded at the Registry of Deeds at Halifax in Book 6908 at Pages 955 to 957 (hereinafter called the "Second Amending Stage I Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage I development agreement with Clayton Developments Limited and the Shaw Group Limited to allow for residential multiple use buildings on Parcels BC-9B, BC-9C, H-1 and H-2 on March 22, 2002 (Municipal Case No. 00399), which said agreement is recorded at the Registry of Deeds at Halifax in Book 6999 at Pages 1222 to 1232 (hereinafter called the "Third Amending Stage I Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage I development agreement with Clayton Developments Limited and the Shaw Group Limited to allow for residential multiple use buildings on Parcel Z on January 20, 2005 (Municipal Case No. 00691), which said agreement is recorded at the Registry of Deeds at Halifax as Document Number 81302797 (hereinafter called the "Fourth Amending Stage I Agreement");

**AND WHEREAS** the Developer is now the registered owner of certain lands located at 368 Lacewood Drive (INSERT PID), Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer wishes to further amend the Existing Stage I Agreement to allow for additional outdoor storage and display on the Lands (hereinafter called the "Fifth Amending Stage I Agreement");

**AND WHEREAS** the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on \_\_\_\_\_, 2010, referenced as Municipal Case No. 01317;

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

1. Schedule "D" of the Existing Stage I Agreement as amended is further amended by removing the words "an enclosed garden centre" from the sentence "In order to maintain the attractiveness of buildings and sites, outdoor storage other than an enclosed garden center on BC #7, will not be permitted."
2. All other terms of the Existing Stage I Agreement as amended shall remain in full force and effect.
3. This Fifth Amending Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Fifth Amending Stage I Agreement until it is discharged by the Council.

WITNESS that this Amending Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.



Signed, sealed and delivered in the presence  
of:

per: \_\_\_\_\_  
=====

Sealed, Delivered and Attested by the proper  
signing officers of Halifax Regional  
Municipality duly authorized on that behalf in  
the presence of

per: \_\_\_\_\_

**HOME DEPOT OF CANADA INC.**

per: \_\_\_\_\_  
=====

**HALIFAX REGIONAL MUNICIPALITY**

per: \_\_\_\_\_  
MAYOR

per: \_\_\_\_\_  
CLERK

**Attachment B  
Stage II Amending Agreement**

THIS AMENDING AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2010,

BETWEEN:

**HOME DEPOT OF CANADA 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** Halifax Regional Municipality previously entered into a Stage I development agreement with Clayton Developments Limited and the Shaw Group Limited for a mixed commercial / residential development on February 23, 2000 (Municipal Case No. 00122), which said agreement is recorded at the Registry of Deeds at Halifax in Book 6525 at Pages 538 to 551 (hereinafter called the "Existing Stage I Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage I development agreement with Clayton Developments Limited and the Shaw Group Limited for multiple unit dwelling and park uses on May 28, 2001 (Municipal Case No. 00358), which said agreement is recorded at the Registry of Deeds at Halifax in Book 6765 at Pages 763 to 774 (hereinafter called the "First Amending Stage I Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage I development agreement with Pacrim Developments Incorporated for a licensed lounge in conjunction with an existing restaurant Lot BC-5 on November 7, 2001 (Municipal Case No. 00337), which said agreement is recorded at the Registry of Deeds at Halifax in Book 6908 at Pages 955 to 957 (hereinafter called the "Second Amending Stage I Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage I development agreement with Clayton Developments Limited and the Shaw Group Limited to allow for residential multiple use buildings on Parcels BC-9B, BC-9C, H-1 and H-2 on March 22, 2002 (Municipal Case No. 00399), which said agreement is recorded at the

Registry of Deeds at Halifax in Book 6999 at Pages 1222 to 1232 (hereinafter called the "Third Amending Stage I Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage I development agreement with Clayton Developments Limited and the Shaw Group Limited to allow for residential multiple use buildings on Parcel Z on January 20, 2005 (Municipal Case No. 00691), which said agreement is recorded at the Registry of Deeds at Halifax as Document Number 81302797 (hereinafter called the "Fourth Amending Stage I Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage I development agreement with Home Depot of Canada Inc. to allow for additional outdoor storage and display on Parcel BC-7 on INSERT DATE, 2010 (Municipal Case No. 01317), which said agreement is recorded at the Registry of Deeds at Halifax as Document Number \_\_\_\_\_ (hereinafter called the "Fifth Amending Stage I Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into a Stage II development agreement with the Shaw Group Limited for a mixed commercial/ residential development on February 23, 2000 (Municipal Case No. 00122), which said agreement is recorded at the Registry of Deeds at Halifax in Book 6525 at Pages 552 to 583 (hereinafter called the "Existing Stage II Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage II development agreement with The Home Depot Canada to permit the preparation and serving of food and beverages on parcel BC-7 on October 30, 2000 (Municipal Case No. 00279), which said agreement is recorded at the Registry of Deeds at Halifax in Book 6698 at Pages 569 to 573 (hereinafter called the "First Amending Stage II Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage II development agreement with the Pacrim Developments Inc. to allow for a licensed lounge in conjunction with an existing restaurant on Parcel BC-5 on October 15, 2001 (Municipal Case No. 00337), which said agreement is recorded at the Registry of Deeds at Halifax in Book 6889 at Pages 1165 to 1167 (hereinafter called the "Second Amending Stage II Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage II development agreement with the Pacrim Developments Inc. to allow for the enclosure of a seasonal exterior patio on Parcel BC-5 on April 28, 2004 (Municipal Case No. 00627), which said agreement is recorded at the Registry of Deeds at Halifax in Book 7716 at Pages 955 to 958 (hereinafter called the "Third Amending Stage II Agreement");

**AND WHEREAS** Halifax Regional Municipality previously entered into an amending Stage II development agreement with the 2049297 Ontario Inc. to allow for automobile rental use on Parcel BC-8 on September 6, 2006 (Municipal Case No. 00917), which said agreement is

recorded at the Registry of Deeds at Halifax as Document Number 86122588 (hereinafter called the "Fourth Amending Stage II Agreement");

**AND WHEREAS** the Developer is now the registered owner of certain lands located at 368 Lacewood Drive (INSERT PID), Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer wishes to further amend the Existing Stage II Agreement to allow for additional outdoor storage and display on the Lands (hereinafter called the "Fifth Amending Stage II Agreement");

**AND WHEREAS** the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on \_\_\_\_\_, 2010, referenced as Municipal Case No. 01317;

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

1. Section 2.1 of the Existing Stage II Agreement as amended is further amended by inserting the words "Schedule "H" Outdoor Display and Storage" after the words "Schedule "G" Landscaping Plan".
2. The Existing Stage II Agreement as amended is further amended by adding the following Subsection following Subsection 2.2.1 (a) (v):

“(vi) Limited outdoor display and storage”.

3. Section 2.2.2 (e) of the Existing Stage II Agreement as amended is repealed and replaced with the following:

“(e) except as permitted under Section 2.2.1 (ii), (iii) and (vi) and Section 2.9, outdoor storage and display uses such as flea markets and amusement fairs.”

4. Section 2.4.1 of the Existing Stage II Agreement as amended is further amended by replacing the number, "525" with the number "415".
5. Section 2.9 of the Existing Stage II Agreement as amended is repealed and replaced with the following:

**“2.9 Outdoor Storage and Display**

**2.9.1 Parcel BC-7:**

- (a) Outdoor storage is permitted on Parcel BC-7 only and shall be limited to the areas described below and more specifically as shown on Schedule "H". Outdoor

storage includes the storage of any items that are to be sold, from time to time, at this location, without limitation, such as lumber, bricks, rock, and sheds, and items that are associated with the operation of the business, such as equipment, tools, and supplies, which must be stored in a neat, orderly, and secure manner. Permitted outdoor storage areas are:

- (i) the enclosed garden centre;
  - (ii) the yard to the side of the garden centre, provided that materials are contained entirely beside the garden centre and do not extend closer to the front property line than the main building wall;
  - (iii) abutting the rear of the building, provided that a drive aisle is maintained; and
  - (iv) the yard to the side of the loading area, along the property line abutting the bicentennial highway, provided that materials are contained entirely beside the loading area and do not extend closer to the front property line than the main building wall.
- (b) Outdoor display of merchandise is permitted on Parcel BC-7 only and shall be limited to the areas described below and more specifically as shown on Schedule "H". Outdoor display includes merchandise being displayed for immediate sale in a neat, orderly and secure manner to attract the attention of customers, but does not include items that are being temporarily stored or stockpiled due to space constraints, or incomplete products requiring assembly. Permitted outdoor display areas are:
- (i) the enclosed garden centre;
  - (ii) abutting the front facade of the building, provided that a pedestrian thru way is maintained;
  - (iii) the yard to the side of the garden centre, provided that materials are contained entirely beside the garden centre and do not extend closer to the front property line than the main building wall; and
  - (iv) a maximum of 10 parking spaces along the side property line abutting the Bicentennial Highway which may be used to display trailers.
- (c) Cart corrals shall be permitted in the parking areas on Parcel BC-7.
- (d) A propane exchange station is permitted in the parking area on Parcel BC-7, but must not exceed the equivalent of two parking spaces in area. The propane exchange shall be located such that there are no municipal manhole covers within the fenced/caged enclosure.
- (e) No materials of any kind, including permanent structures, temporary storage, display, or trailers are to be placed over any municipal manhole covers on Parcel BC-7.

- (f) No storage or display shall be permitted on Parcel BC-7 that causes an obstruction to traffic or pedestrian safety.
- (g) Refuse containers and waste compactors on Parcel BC-7 shall be confined to the loading areas of the building and shall be screened by opaque fencing or masonry walls.
- (h) Propane tanks and electrical transformers shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, masonry walls and/or suitable landscaping. For those located to the rear of the building on Parcel BC-7, the building and topography will be considered appropriate screening.

**2.9.2 Parcels BC-4, BC-5, and BC-8:**

- (a) Refuse containers and waste compactors on Parcels BC-4, BC-5, and BC-8 shall be confined to the loading areas of each building and shall be screened by opaque fencing or masonry walls.
  - (b) Propane tanks and electrical transformers on Parcels BC-4, BC-5, and BC-8 shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, masonry walls and/or suitable landscaping.
6. The Existing Stage II Agreement as amended is further amended by adding the plan attached hereto, as Schedule "H" Outdoor Display and Storage to the Existing Stage II Agreement following Schedule "G" Landscaping Plan.
  7. All other terms of the Existing Stage II Agreement as amended shall remain in full force and effect.
  8. This Fifth Amending Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Fifth Amending Agreement until it is discharged by the Council.

WITNESS that this Amending Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Signed, sealed and delivered in the presence  
of:

per: \_\_\_\_\_  
=====

Sealed, Delivered and Attested by the proper  
signing officers of Halifax Regional  
Municipality duly authorized on that behalf in  
the presence of

per: \_\_\_\_\_

**HOME DEPOT OF CANADA INC.**

per: \_\_\_\_\_  
=====

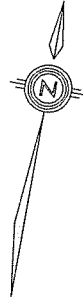
**HALIFAX REGIONAL MUNICIPALITY**

per: \_\_\_\_\_

MAYOR

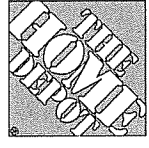
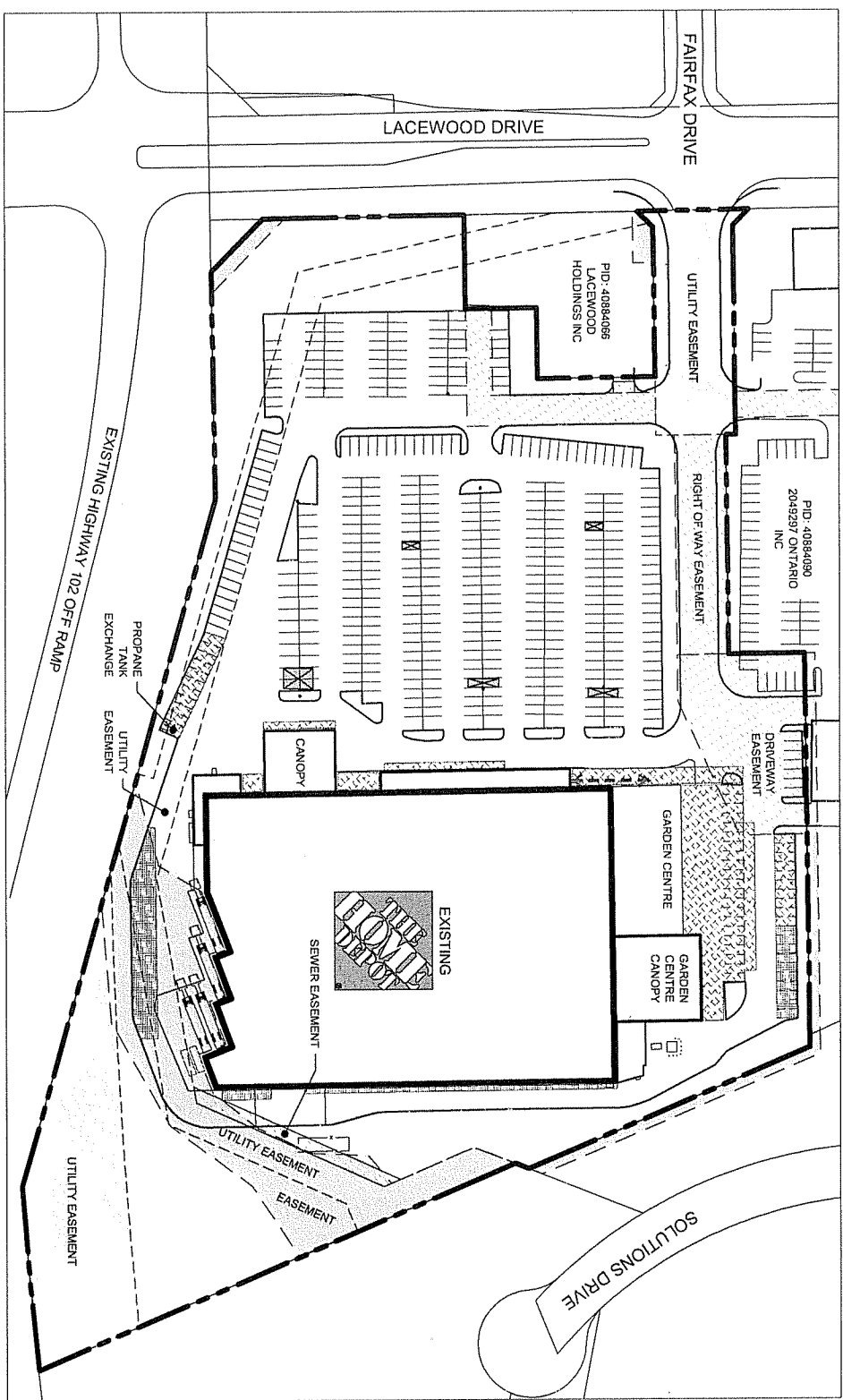
per: \_\_\_\_\_

CLERK



**LEGEND**

- EXISTING PARKING
- STORAGE AREA
- DISPLAY AREA



**EXISTING HOME DEPOT SITE  
WITH OUTDOOR STORAGE / DISPLAY AREAS  
SCHEDULE H**

LACEWOOD DRIVE, HALIFAX, NOVA SCOTIA

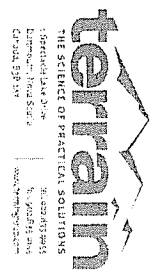
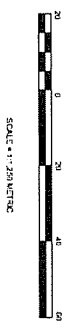
Date: 17 - November - 2009  
Dwg: D08422100\_V16

**NOTES**

EXISTING HOME DEPOT SITE INFORMATION TAKEN FROM TOPOGRAPHIC SURVEY  
CONFERRED ON BY REGISTERED SALE

ALL OTHER INFORMATION BASED ON AERIAL PHOTOGRAPHY AND PROVINCIAL MAPPING  
DISPLAY - GOODS DISPLAYED FOR SALE

STORAGE - GOODS STORED OUTSIDE BUT NOT NECESSARILY ACTIVELY FOR SALE





**Attachment C**  
**Excerpts from the Halifax MPS**

Policy 3.3 (Part II, Citywide Policies):

*For the commercially designated area in the east side of Bicentennial Drive at the Bayers Lake Interchange, development of Mixed Commercial/Residential uses shall be by development agreement. Boundaries and phases of the development shall be determined through the agreement.*

Policy 3.3.1 (Part II, Citywide Policies):

*The overall objectives to be achieved through the development agreement are:*

- a. to create a high quality, attractive and efficient mix of commercial and residential development through sound land use planning; and*
- b. to encourage imaginative and innovative planning.*

Policy 3.3.2 (Part II, Citywide Policies):

*It is envisioned that commercial enterprises that generally do not require the business interdependencies associated with the Central Business District will be the dominant form of commercial use. Uses to be encouraged include:*

- a. service commercial including processing and assembly, communications, research and institutional;*
- b. retail;*
- c. office and;*
- d. residential*

Policy 3.3.2.1 (Part II, Citywide Policies):

*It is envisioned that the broadest mix of uses will occur in eastern quadrants of the Bicentennial Drive and Parkland Drive intersection. Any retail use of a scale and character designed to serve the regional consumer market, such as large-format outlets, shall be confined to the south-east quadrant of the Parkland Drive/Bicentennial Drive interchange.*

Policy 3.3.2.2 (Part II, Citywide Policies):

*No use shall entail an unacceptable nuisance such as odour or noise.*

Policy 3.3.3 (Part II, Citywide Policies):

*In establishing the type and density of development to be permitted in any agreement, the Municipality will have regard to traffic, parking, public transportation, sewer, storm sewer and water capacities.*

Policy 3.4 (Part II, Citywide Policies):

*The overall character shall be of a prestigious mix of commercial and residential development. This shall be encouraged through consideration of the following:*

- a. a high quality standard of building design and streetscape;*
- b. signage, landscaping, parking and utilities standards consistent with the intended prestigious image of the area;*
- c. harmonious relationships between proposed commercial existing or proposed residential uses and between differing forms of commercial uses, through effective urban design and landscape treatment;*
- d. development practices which take advantage of the natural features of the site by integrating existing vegetation and topographical features wherever appropriate;*
- e. An interesting and varied entrance corridor that provides a signature for the area on both private and public lands fronting Lacewood Drive; and*
- f. a transportation system allowing for convenient automobile, transit and pedestrian circulation.*

**Attachment D**  
**Excerpts from Existing Agreements**

**Stage I, Schedule D:**

“control outdoor storage:

In order to maintain the attractiveness of buildings and sites, outdoor storage other than an enclosed garden center on BC #7, will not be permitted.”

**Stage II:**

**“2.1 Schedules**

The Developer shall develop and use the Lands in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the following Schedules to this Agreement:

Schedule “A”	Legal Description of a portion of the Lands of The Shaw Group, Lacewood Drive, (portion of PID #40694853), Halifax.
Schedule “B”	Site Plan
Schedule “C”	Elevation Drawings (Parcel BC-7)
Schedule “D”	Servicing and Grading Plan
Schedule “E”	Erosion and Sedimentation Control Plan and Stormwater Drainage Plan
Schedule “F”	Supporting Document - Stormwater Management Plan and Erosion and Sedimentation Control Procedures
Schedule “G”	Landscaping Plan

**2.2 Permitted Uses**

**2.2.1** The use of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are the following:

**(a) Parcel BC-7:**

- (i) a commercial building used for the retail sale of hardware supplies, housewares and household appliances, building materials and related goods;
- (ii) an attached, enclosed outdoor area, which may contain a permanent or temporary greenhouse, for the retail sale of lawn and garden supplies, patio furniture, landscaping materials and greenhouse plants;
- (iii) rental of tools, equipment and vehicles ancillary to the sale, delivery and installation described in Section (i) and (ii) above, and provided such tools and equipment are stored indoors or in an enclosed outdoor storage yard in the loading area;
- (iv) vehicular parking, loading and circulation areas;

(v) open space buffer areas, landscaping and walkways.

**(b) Parcels BC-4, BC-5 and BC-8:**

- (i) a maximum of four (4) commercial buildings used for retail, office and/or service commercial purposes;
- (ii) vehicular parking, loading and circulation areas; and
- (iii) open space buffer areas, landscaping and walkways

**2.2.2** The following uses are prohibited on the Lands:

- (a) automotive sales, rental and repair
- (b) drinking establishments, excepting licenced restaurants
- (c) adult entertainment uses and amusement centres
- (d) industrial uses, including warehousing and distribution
- (e) except as permitted under Section 2.2.1 (ii) and (iii), and Section 2.9, outdoor storage and display uses such as flea markets and amusement fairs

**2.4 Parking and Circulation**

**2.4.1** The number and layout of parking spaces on the Lands shall be as generally illustrated on Schedule "B", to include approximately 525 spaces for Parcel BC-7 and 200 spaces for Parcels BC-4, BC-5 & BC-8. The size of parking spaces shall be as specified in the land use by-law, and parking for the disabled shall be as required by the Building Code Act, including the provision of applicable above-ground signage. The Development Officer may approve a reduction in the amount of parking spaces indicated on the Schedule if such reduction results in increased landscaping of the parking areas.

**2.9 Outdoor Storage and Display**

**2.9.1** Outdoor storage is permitted on Parcel BC-7 only and shall be limited to the enclosed garden centre and an enclosed storage yard in the loading area, as generally shown on Schedule "B".

**2.9.2** Outdoor display of merchandise is permitted on Parcel BC-7 only and shall be limited to the enclosed garden centre and the sidewalk area immediately abutting the front facade of the building under the roof canopy.

**2.9.3** Refuse containers and waste compactors on any Parcel shall be confined to the loading areas of each building, and shall be screened by opaque fencing or masonry walls.

**2.9.4** Propane tanks and electrical transformers on any Parcel shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, masonry walls and/or suitable landscaping. "

**Attachment E**  
**Public Information Meeting**  
**Case 01317**  
**September 23, 2009**

In attendance: Councillor Wile  
Councillor Walker  
Patricia Hughes, Planner, Planning Applications  
Shanan Pictou, Planning Technician  
Gail Harnish, Planning Services  
Stefan Hoddinott, Terrain Group

Also in  
attendance: 1 member of the public

**Opening remarks, introductions, purpose of the meeting**

Ms. Patricia Hughes called the public information meeting (PIM) to order at approximately 7:00 p.m. at the Halifax West High School. The purpose of tonight's meeting is to exchange information; present the proposal and to get feedback.

**Overview of planning process**

Ms. Hughes provided an overview of the planning process:

- tonight is the PIM
- still will do a detailed review of the application
- staff will prepare a staff report, which includes a recommendation, which is tabled with Chebucto Community Council

In this instance, there is a Stage I and II agreement. Most times there is just one agreement but in this case there is an overall agreement that covers a larger area and another agreement for a specific area.

- if Community Council decides to proceed, they will schedule a public hearing to consider the Stage I agreement
- Community Council can consider approval of the Stage II agreement by resolution if the Stage I agreement is approved and there are no appeals

Ms. Hughes advised Home Depot is located on Lacewood Drive. The property is zoned Schedule K which means it is in an area that requires a development agreement. Under the current agreements, outdoor storage and display is limited. It is only permitted in the enclosed garden centre and to the sidewalk area immediately abutting the front of the building under the roof canopy. They are now using more space for outdoor storage than is permitted by the agreements.

Mr. Stefan Hoddinott stated Home Depot needs to run their operation efficiently and needs some exterior storage. When the development agreement was negotiated about ten years ago, there was no provision for outdoor storage. Because that provision was in both the Stage I and Stage II agreement, we have to go back through a full amendment process to consider that amendment.

Mr. Hoddinott displayed a site plan of the Home Depot property. Prior to coming here tonight, they had a number of discussions and the result of that discussion was to push all the storage as far back as they could to the front facade and cluster most of the storage in this area (pointed out), noting the sheer rock wall would make a natural wall.

Mr. Hoddinott also pointed out, by referencing the site plan:

- they are looking at some display space in the alcove,
- the area of the existing garden storage,
- an area for storing brick, lumber, etc.,
- the area of the cart corrals;
- the area adjacent to the storage doors where some lumber may need to be stored before space becomes available in the store for the “just in time delivery system”, and
- an area where they would store trailers for connecting onto cars that are for sale.

### **Questions and comments from members of the public**

In response to Councillor Wile, Mr. Hoddinott pointed out the area where the trailers would be stored. They would take up eight or nine parking stalls. Usually they come in and may be stacked up for a day and then they are laid out. When they get shipped, they are three or four tall, and look like a car would. They would be pushed into the parking stall. He confirmed there are some stored there now, and thought Home Depot would be comfortable with leaving them where they are now.

In response to Councillor Wile, Mr. Hoddinott confirmed the area of the hot house type building is in the area of the garden centre now, and would stay. He also pointed out the area where the sheds would probably go. Previously they were shown here (pointed out) but they decided it would be better to push them back so as not to obstruct visibility for traffic creating a safety concern. They thought it would be better to consolidate everything into the rear.

Mr. Michael Power, owner of the lot in front of Home Depot, asked if Home Depot would be permitted to display their goods anywhere in the parking lot or whether they would be restricted to the areas noted during the presentation.

Ms. Hughes advised she would be drafting the amending agreement and would want it to be specific. What we may do is have specific language but it is difficult to describe that so she will probably get a diagram and attach it to the agreement. We would shade the areas where storage was permitted.

Mr. Hoddinott said he did not think Home Depot would have a problem with that. It is understood nothing could be stored elsewhere on the site. However, it needs to be left flexible enough so that they do not have to come back for another amendment.

Mr. Power stated his plan was to build a medical clinic on his lot. There has, in the past, been storage of lumber right beside that lot. Storage of lumber beside a medical building is not conducive to a professional environment.

Mr. Hoddinott indicated the thinking was to push everything to the rear. Also, there is a hotel and condominium building in the area which he pointed out on the map. Home Depot put a lot of money into making that building look nicer with brick. They were trying to come up with something to allow their operation to work but not overly impact on the neighbours which is why they decided to push everything back. He anticipated they would be restricted to certain areas.

In response to Councillor Walker, Mr. Power indicated they hoped to get started with their building in the next month or so.

Ms. Hughes noted the Stage I agreement for Home Depot would apply to Mr. Power's land as well but the Stage II agreement is specific to their lot.

The meeting adjourned at approximately 7:20 p.m.