



PO Box 1749
Halifax, Nova Scotia
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MEMORANDUM

TO: Chair and Members of North West Planning Advisory Committee

FROM: Nathan Hall, Planning Intern

DATE: March 15, 2016

SUBJECT: **Case 20290 – Application by WM Fares to amend existing DA to allow liquor sales within Sobeys Food Store at the Sackville Town Centre Shopping Mall, 80 First Lake Drive, Lower Sackville**

Site: The site consists of 13.25 acres with over 1000 feet of frontage on First Lake Drive, Lower Sackville. Several businesses are currently located on the property including Sobeys, Staples call centre, Needs Convenience, and Tim Hortons.

Designation: Community Commercial (CC) Designation under the Sackville MPS

Zoning: Community Commercial (C-2) Zone under the Sackville LUB

Background: A development agreement (Case 16418) was approved by North West Community Council on May 26, 2011 to allow for new C-2 Zone land uses in excess of the size permitted as-of-right in the Community Commercial Zone for Sackville. As a result the Sobeys Food Store was constructed. Through a motion of Council at the public hearing, it was decided to exclude liquor store uses from the list of permitted uses on the site. This was in addition to a staff recommendation to exclude entertainment uses (i.e. a bar or lounge).

Proposal: The applicant wishes to amend the existing development agreement to permit a liquor store within the existing Sobeys Food Store. Note that a liquor store is a use normally permitted in the C-2 Zone.

If approved, the DA amendment would enable a liquor store to be constructed within the existing Sobeys Food Store at 80 First Lake Drive. Entertainment uses, such as a lounge or a bar, would not be permitted under the proposed amendment.

MPS Policy: Policy CC-3 enables C-2 uses in excess of 10,000 square feet. This policy enables HRM to consider permitting the proposed use through the Development Agreement process, as a liquor store is a permitted C-2 Zone use. Policy IM-13 establishes the general implementation criteria.

Planning and Development (Eastern Region)

Tel: 902.490.5985
Email: halln@halifax.ca

Fax: 902.490.3976
halifax.ca

Public Consultation:

A public information meeting (PIM) was held for the case on March 9, 2016 at the Sackville Heights Community Centre. Of the approximately seventeen members of the public in attendance, several spoke up in favour of the application, citing the convenience of having a liquor store accessible to their neighbourhood. One speaker stated that some members of the community, such as church groups, might have concerns about permitting the proposed use, however he himself was not opposed. Since the meeting, staff have received four e-mails from members of the public in favour of the application, and none opposed.

Staff

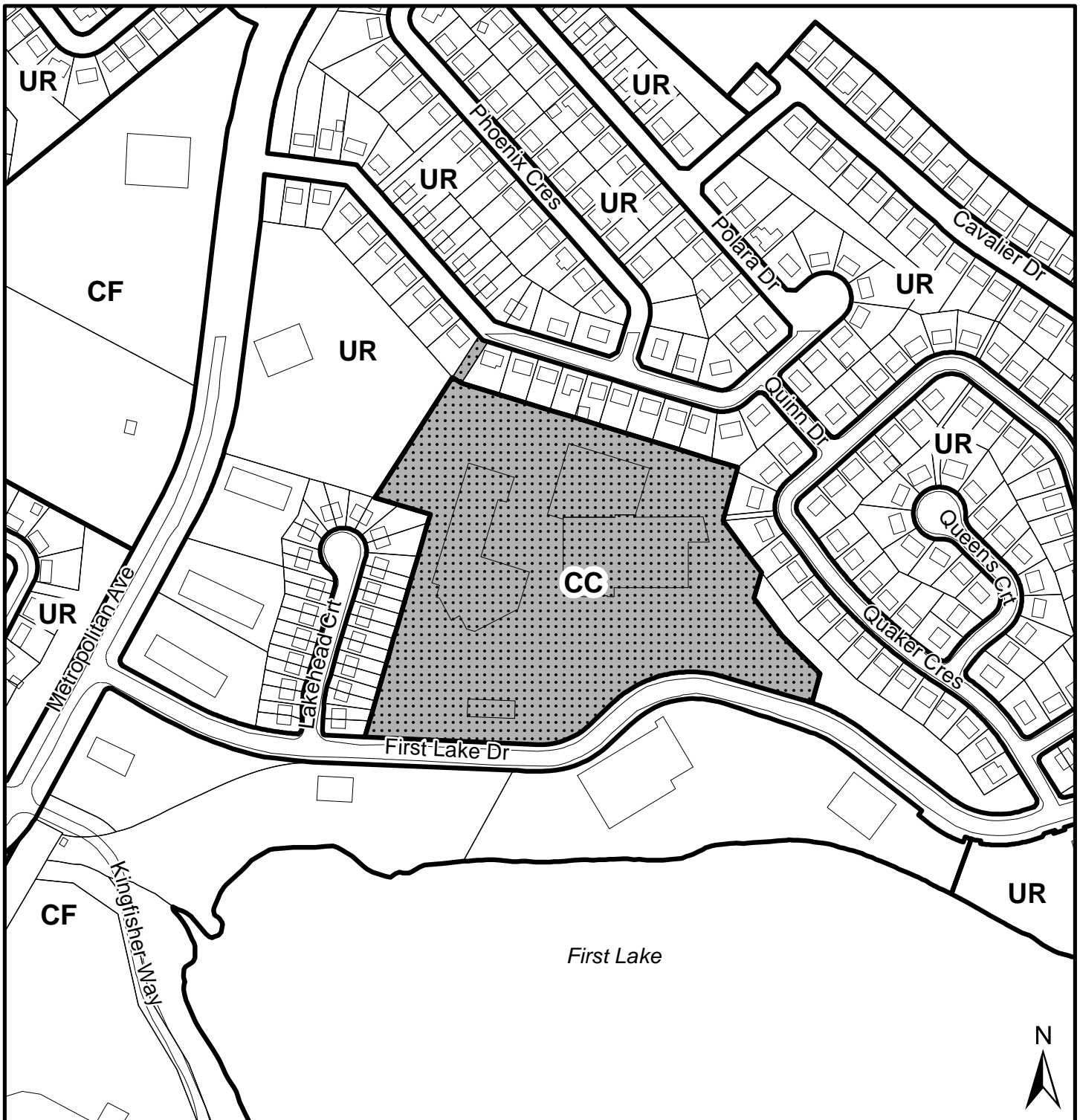
Position: As reflected in MPS Policy CC-3, a liquor store is a use normally permitted in the C-2 Zone. Staff is of the opinion that the criteria under Policies CC-3 and IM-13 (such as those regarding appropriateness, land use compatibility, and design compatibility), have been satisfied. Furthermore, there has been overwhelming public support for the application. For these reasons, the position of staff is to support the proposed DA amendment and recommend approval to Community Council.

Input Sought from North West Planning Advisory Committee:

Feedback is sought from NWPAC relative to this proposed application. NWPAC's recommendation will be included in the staff report to Community Council.

Attachments:

Map 1	Generalized Future Land Use Map
Map 2	Zoning Map
Attachment A	Existing Development Agreement
Attachment B	Proposed Floor Plan
Attachment C	Excerpts from Sackville MPS (Policies CC-3 and IM-13)
Attachment D	Excerpts from Sackville LUB (C-2 Zone Requirements)
Attachment E	Minutes from Public Information Meeting



Map 1 - Generalized Future Land Use

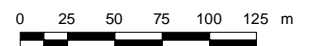
PID 00362442

HALIFAX

 Subject Properties

Designations

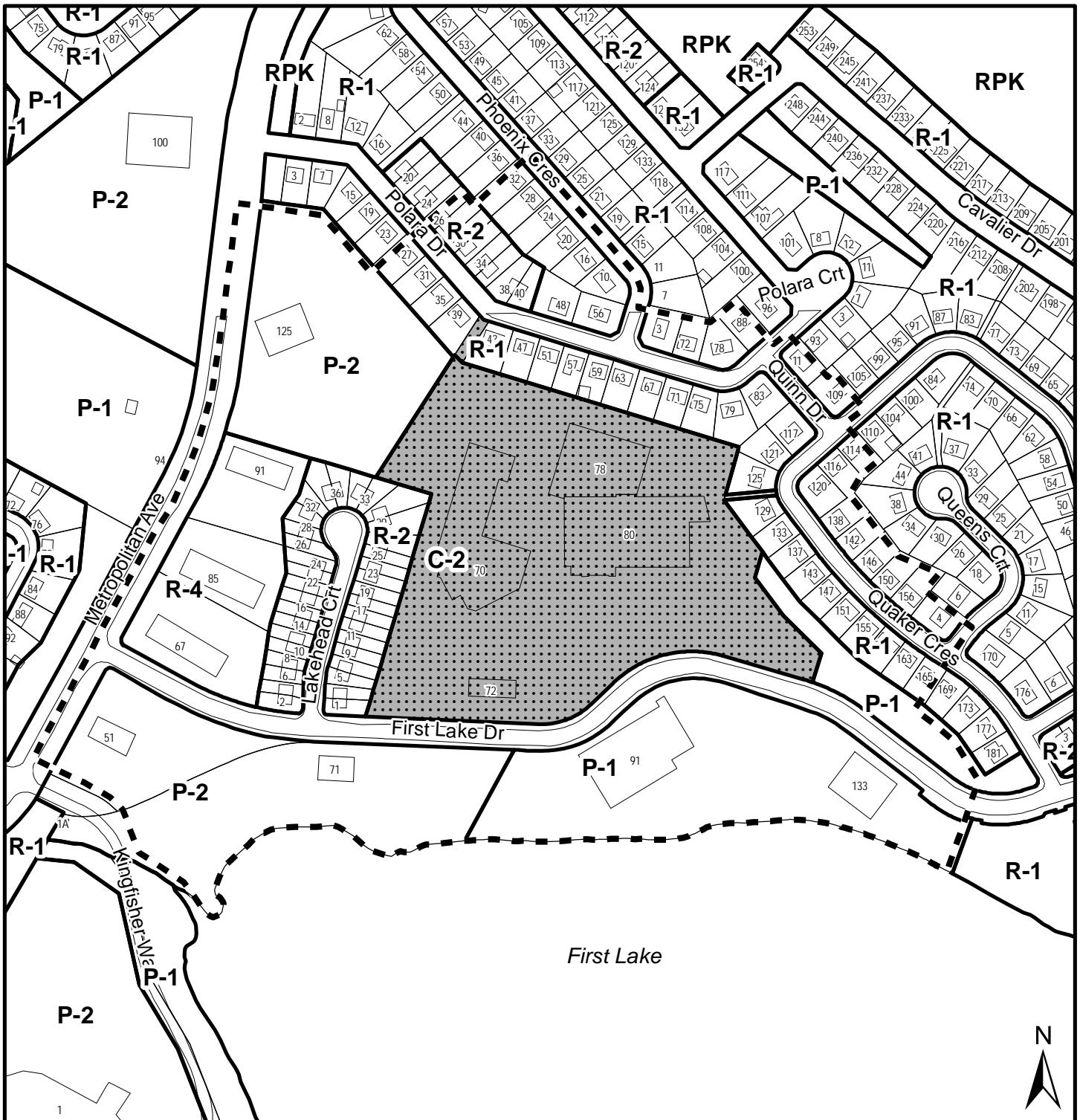
- UR Urban Residential
- CC Community Commercial
- CF Community Facility



Sackville
Plan Area

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.



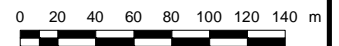
Map 2 - Zoning and Notification Area

PID 00362442

HALIFAX

-  Subject Properties
-  Notification Area

- Zones**
- R-1 Single Unit Dwelling
 - R-2 Two Unit Dwelling
 - R-4 Multiple Unit Dwelling
 - C-2 Community Commercial
 - P-1 Open Space
 - P-2 Community Facility
 - RPK Regional Park



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

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

Sackville
By-Law Area

Form 24

Purpose: to change the registered interest, benefits or burdens

25

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

For Office Use

Registration district: Halifax
Submitter's user number: 557
Submitter's name: Kent W. Rodgers

In the matter of Parcel Identification Number (PID)

Table with 2 columns: PID, Value. Row 1: PID, 362442. Row 2: PID, (blank)

(Expand box for additional PIDs, maximum 9 PIDs per form)

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.
Kim MacKay, Registrar
98862858 Document #
AUG 08 2011
MM DD YYYY
Time 9:09 AM

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

- Form 24(s)
Form 8A(s)

Additional information (check appropriate boxes, if applicable):

- This Form 24 creates or is part of a subdivision or consolidation.
This Form 24 is a municipal or provincial street or road transfer.
This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.
This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.

Power of attorney (Note: completion of this section is mandatory)

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
recorded in the attorney roll
recorded in the parcel register
incorporated in the document

OR

X No power of attorney applies to this document

May 4, 2009

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

The registered interests and related information are to be changed as follows:

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable	
Mailing address of interest holder to be added (if applicable)	
Manner of tenure to be removed (if applicable)	
Manner of tenure to be added (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Percentage or share of interest held (for use with tenant in common interests)	
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	
Reference to related instrument in parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) Instrument code: 443	

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

May 4, 2009

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

Instrument type	
Interest holder name and type to be added	
Interest holder mailing address	
Judgment Roll reference	

The following benefits are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs):	
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i>	

The following burdens are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	Agreement
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality Party to Agreement (Burden)
Mailing address of interest holder to be added (if applicable)	P.O. Box 1749, Halifax, N.S. B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

May 4, 2009

Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	N/A
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The following recorded interests are to be added and/or removed in the parcel register:

Instrument type	
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
Textual qualification on title to be added <i>(insert replacement textual qualification)</i>	

Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838	
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The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

Name and mailing address of occupier to be removed	
Name and mailing address of occupier to be added	

May 4, 2009

Dated at Dartmouth, in the County of Halifax, Province of Nova Scotia, on

June 20, 2011.

Original Signed

Name: Kent W. Rodgers
Address: 203-175 Main St. Dartmouth B2X 1S1
Phone: 902-434-6181
E-mail: Kent.Rodgers@gmail.com
Fax: 902-434-7737

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

FIRST MUTUAL PROPERTIES LIMITED
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

APPROVED
AS TO FORM
Original Signed

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 70 First Lake Drive, Sackville, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for the establishment of new commercial uses in excess of the maximum size permitted in the community commercial zone on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies CC-3 and IM-13 of the Sackville Municipal Planning Strategy and Part 15 of the Sackville Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on May 26, 2011, referenced as Municipal Case Number 16418;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.2 Applicability of Land Use By-law and Subdivision By-law

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Sackville and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, storm water sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 16418:

- Schedule A Legal Description of the Lands(s)
- Schedule B Site Plan - Plan Number 16418-01
- Schedule C Building #1 Elevations – Plan Number 16418-02
- Schedule D Building #2 Elevations – Plan Number 16418-03
- Schedule E Site Plan Walkways – Plan Number 16418-04

3.2 Requirements Prior to Approval

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

- (a) Lighting plan in accordance with Section 3.6 of this Agreement;
- (b) Landscaping Plan in accordance with Section 3.7 of this Agreement;
- (c) A letter from the Lake District Recreation Association indicating that the Association is in accordance with the proposed eastern driveway access to 70 First Lake Drive and any subsequent re-alignment of the driveway and parking area located at 91 First Lake Drive.

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

- (a) Written confirmation from a Landscape Architect which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
- (b) Written confirmation from a Professional Engineer which the Development Officer may accept as sufficient record of compliance with the Stormwater Management Plan.
- (c) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Lighting Plan; Written confirmation from a professional engineer in accordance with Section 3.4.11 of this Agreement.

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) any uses permitted within the existing zone (C-2 Community Commercial Zone) with the exception of entertainment uses and liquor stores, as applied to the Lands subject to the provisions contained within the Land Use By-law for Sackville as amended from time to time, and;
- (b) no additional office use shall be permitted.

3.4 Siting and Architectural Requirements

Siting

3.4.1 The building's siting, bulk and scale shall comply to the following:

- (a) all buildings shall be sited as shown on Schedule B.
- (b) lot coverage shall not exceed 25%, and;
- (c) the maximum height of any building shall not exceed 10.7 m (35 feet).

3.4.2 More than one (1) main building shall be permitted on the lot.

3.4.3 A seasonal garden centre shall be sited as identified on Schedule B and shall not exceed 94 sq m (1,011 sq ft). The centre shall be for the display and sale of plants, shrubs, trees. The display and sale of fertilizers, manure, mulch and topsoil may be permitted where these products are packaged or otherwise fully contained.

3.4.4 An expansion to Building #1 shall be permitted and sited as identified on Schedule B.

Architectural Requirements

Entrances:

3.4.4 The main entrances to building #1 and building #2 as shown on Schedules C and D shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

Building Façades:

3.4.5 Architectural treatment of all facades of Buildings #1 and #2 shall be continued around all building facades.

3.4.6 The facade of building #2 which faces First Lake Drive shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. Service entrances shall be integrated into the design of the main building and shall not be a predominant feature.

Blank Walls:

3.4.7 Blank or unadorned walls shall not be permitted. The scale of blank walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines.

Exposed Foundation

3.4.8 Any exposed foundation in excess of 1.8m² (5.9 ft²) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

Building Materials:

3.4.9 Exterior building materials shall not include vinyl siding but may include any one or more of the following:

- clay masonry;
- non-combustible cladding;
- preformed metal cladding
- concrete split face masonry;
- concrete tilt up panels;
- brick masonry
- cut stone masonry;
- random stone masonry; or
- acceptable equivalent in the opinion of the Development Officer.

Rooftop and Functional Elements:

3.4.10 Buildings shall be designed such that functional elements and mechanical systems (HVAC, exhaust fans, etc.) are not visible from First Lake Drive and adjacent properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented.

3.4.11 Barriers that serve to reduce noise levels associated with the operation of mechanical equipment shall be installed on all units. The design shall be prepared by a professional engineer and certification of the installation of such barriers shall be provided to the Development Officer prior to an Occupancy Permit.

3.4.12 Rooftop equipment, including, but not limited to, satellite and other telecommunication equipment, air handling units, cooling towers and exhaust fans shall be screened (visually) from First Lake Drive and adjacent properties. The screening shall include but not be limited to parapets and enclosures. Building screens shall be part of the architectural design with similar detailing and materials and not appear as add-ons.

Awnings:

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

3.5 Parking, Circulation and Access

Parking Area

- 3.5.1 The parking area shall be sited as shown on Schedule B.
- 3.5.2 The parking area shall provide a minimum of 721 parking spaces.
- 3.5.3 The parking area shall be hard surfaced (included but not limited to asphalt).
- 3.5.4 The limits of the parking area shall be defined by landscaping and concrete curb.

Walkways:

- 3.5.5 Hard surfaced material walkways shall be required on the Lands as follows:
 - (a) walkways shall be provided from both entrances/exits from First Lake Drive to the Existing Building A and Building #1, as shown on Schedule E, to encourage safe and comfortable pedestrian internal site movement;
 - (b) walkways shall be provided around the perimeter of Buildings, 1, 2 and Existing Buildings as shown on Schedule E, to encourage safe pedestrian movement and separation between the buildings and parking areas;
 - (c) hard surfaced materials may be composed of any combination of poured in placed concrete, decorative interlocking precast concrete paver stones, or acceptable equivalent in the opinion of the Development Officer. Walkways shall not be surfaced or accentuated with asphalt or paint striping.

3.6 Outdoor Lighting

- 3.6.1 All lighting on the Lands shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert light away from streets, adjacent lots and buildings.
- 3.6.2 All lighting fixtures shall be fully shielded.
- 3.6.3 The Developer shall prepare an exterior lighting plan for all lands subject to this Agreement and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
 - (a) Plans indicating the location on the premises and the type of illuminating devices, fixtures, lamps, supports, other devices;
 - (b) Description of the illuminating devices, fixtures, lamps supports and other devices. This description may include, but is not limited to, manufacturers' catalog cuts and drawings including sections where required;
 - (c) Should the applicant desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause.

3.7 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.

Landscape Plan

- 3.7.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Site Plan shown on Schedule B. 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.

Landscape Plan Details

- 3.7.3 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.7.4 All landscaped areas, not including areas identified as Non-Disturbance, as shown on Schedule B, shall be grassed, or alternatively, shall incorporate the use of natural ground covers such as water features, stone (washed or flat), mulch, perennials and annuals. Trees, planters, and shrubs shall be utilized and shall be planted at a rate of one (1) tree (minimum of 45 mm calibre) and three (3) shrubs per 6 m (13.1 feet) of lot frontage.
- 3.7.4b The existing fence located along the eastern property line measuring 1.8 m (6 feet) in total height, adjacent to Quaker Crescent, shall be identified on the Landscaping Plan and extended to First Lake Drive in order to provide further security for residential properties on Quaker Crescent.

Retaining Wall Systems

- 3.7.5 All retaining wall systems are to be identified on the Landscaping Plan including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a professional engineer.
- 3.7.6 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or acceptable equivalent in the opinion of the Development Officer.

Compliance with Landscaping Plan

- 3.7.7 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect 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.
- 3.7.8 Notwithstanding Section 3.2.2, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape

works and that the Developer supplies 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, sidewalks, 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 The developer shall maintain and keep in good repair all fencing, including but not limited to fencing located along the western property line.

3.9 Signs

3.9.1 Signs shall be permitted as per the requirements of the Sackville Land Use By-law with the exception of:

- (a) No more than two (2) signs shall be erected on any premises. Where a multiple tenancy building is occupied by more than one business, each business shall be considered to be a separate premises;
- (b) Landscaping shall be provided at the base of any ground sign. Landscaping shall consist of either planter boxes, shrubs and/or flower beds or a combination thereof. If landscape planters are utilized, the planters shall be constructed of a natural material and shall be a minimum of 2 feet (0.6m) wide and 3 feet (0.9m) high.
- (c) One ground sign shall be permitted on the lands. The ground sign shall not:
 - (i) exceed a height of twenty (20) feet (6.1 m);
 - (ii) exceed a sign face width of eight (8) feet (2.4 m), and;
 - (iii) be internally illuminated.
- (d) No projecting sign shall project above the eaves, parapet or roof line of the buildings;
- (e) No facial sign shall have an area which exceeds ten (10) percent of the area of the wall on which it is attached.

3.10 Temporary Construction Building

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

3.11 Solid Waste Facilities

3.11.1 The building shall include designated space for five stream source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

3.11.2 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.

3.12 Screening

3.12.1 Refuse containers and waste compactors shall be confined to the loading areas of Buildings 1 and 2 as shown on Schedule B, and shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.13 Hours of Operation

3.13.1 Uses contained in Proposed Building #1, as shown on Schedule B, shall be permitted to operate between the hours of 8:00 am and 11:00 pm Monday to Sunday.

3.13.2 The seasonal garden centre as shown on Schedule B, shall be permitted to operate between the hours of 8:00 am and 9:00 pm Monday to Sunday.

3.13.3 Uses contained in Proposed Building #2, as shown on Schedule B, shall be permitted to operate between the hours of 7:00 am and 11:00 pm Monday to Sunday.

3.13.4 Uses contained in Existing Buildings A and B shall be permitted to operate between the hours of 7:00 am and 11:00 pm.

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

3.13.6 Deliveries to any building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 am and 9:30 pm.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

- 4.1 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from Halifax Regional Municipality and Halifax Water prior to undertaking the work.

Off-Site Disturbance

- 4.2 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.

Underground Services

- 4.3 All secondary or primary (as applicable) electrical, telephone and cable service to all proposed buildings shall be underground installation.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1 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.

Non Disturbance Areas

- 5.2.1 Non-disturbance areas shall be provided along the eastern portion and most of the perimeter of the Lands as shown on Schedule "B".
- 5.2.2 All grading plans shall indicate areas where existing vegetation is to be maintained, areas to be protected from disturbance during the installation of services, construction of streets, construction of buildings, landscaping and any future activity on an individual lot unless otherwise specified in this Agreement. The non-disturbance areas shall be clearly delineated on the Site Plan and Grading Plan for each lot and in the field prior to and during construction.
- 5.2.3 The non-disturbance area identified on Schedule "B" shall be delineated on all final survey plans prior to final approval.
- 5.2.4 Non-disturbance areas shall be identified by the Developer with a snow fence or other appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (i.e. tree cutting and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction of the snow fence or other appropriate continuous physical barrier or delineation and signage in the field.

- 5.2.5 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, the Developer or the land owner shall replace the trees, two new trees of 1½ inch (38mm) clipper for every one removed or damaged, as directed by the Development Officer.
- 5.3 If the Developer fails at any time during any site work or construction to fully conform to the approval plans as required under Section 5, the Municipality shall require that the site and construction work cease, except for works which may be approved by the Development Engineer to ensure compliance with the Erosion and Sedimentation Control Plan, Grading Plan, and Storm Water Management Plan.
- 5.4 No Municipal Occupancy Permit shall be issued unless the Lands are either fully stabilized with sod or are temporarily stabilized and maintained with a covering of plastic or other such measures as determined and approved through the requirements of Section 5. Any temporary stabilization of the Lands shall be replaced with final landscaping (top soil and sod) within six months of the issuance of the Municipal Occupancy Permit. The Developer shall be responsible for ensuring that any temporary stabilization materials are replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.

Erosion and Sedimentation Control and Grading Plans

- 5.5 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

Stormwater Management Plans

- 5.6.1 The Developer shall engage a Professional Engineer to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as but not limited to, infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourses during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation and control measures and stormwater management measures which are to be in place prior to and during development of that phase. The Stormwater Management Plan shall conform with the following:
- (a) schematics and information presented on the Schedules;
 - (b) requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual; and
- 5.6.2 All removed contaminants shall be disposed of according to applicable guidelines and regulations of the Nova Scotia Department of Environment and Labour.

5.6.3 The Developer agrees to construct at its own expense the Stormwater Management System pursuant to this section. The Developer shall provide certification from a qualified professional that the system, or any phase thereof, has been constructed in accordance with the approved design.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) Changes to the landscaping measures as detailed in Section 3.7.4 which, in the opinion of the Development Officer, do not conform with Schedule B;
- (b) Changes to the parking standards as detailed in Section 3.5.2 which, in the opinion of the Development Officer, do not conform with Schedule B;
- (c) Changes to the signage requirements as detailed in Section 3.9.1;
- (d) The granting of an extension to the date of commencement of development as identified in Section 7.3.1 of this Agreement, and;
- (f) The length of time for the completion of the development as identified in Section 7.5.1 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and

henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

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 Municipal Planning Strategy and Land Use By-law for Sackville Drive, as may be amended from time to time.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- any derense 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 27th day of July, 2011.

SIGNED, SEALED AND DELIVERED
in the presence of:

Original Signed

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

Original Signed

Witness

Original Signed

Witness

FIRST MUTUAL PROPERTIES LIMITED

Original Signed

Per: _____

Per: _____

HALIFAX REGIONAL MUNICIPALITY

Original Signed

Per: _____
Mayor Peter Kelly

Per: _____

Municipal Clerk



ON THIS 27 day of June, A.D., 2011, before me, the subscriber personally came and appeared John W. McLean a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **FIRST MUTUAL PROPERTIES LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

WILLIAM J. CHISHOLM
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 27 day of July, A.D., 2011, before me, the subscriber personally came and appeared before me Deborah Chambers & Sena Gouvea the subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Cathy Mellett, its Municipal Clerk, its duly authorized officers in his presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

ROBYN S. GREGORY
A Commissioner of the Supreme
Court of Nova Scotia

Schedule "A"

PID: 00362442

Municipality/County: Halifax

Designation of Parcel on Plan: Lot T.C.-2E

Title of Plan: Plan Showing Lots T.C.-2D, T.C.-2E and T.C.-2F surveyed for Sackville Town Center Limited, Metropolitan Avenue First Lake Drive, Lower Sackville, Halifax County, Nova Scotia

Registration County: Halifax

Registration # of Plan: Plan # 15941 in Drawer 208

Registration Date of Plan: February 24, 1978

Burdens (3):

First Burden:

Subject to an Easement in favour of Nova Scotia Light and Power Company, Limited dated June 28, 1972 and recorded October 4, 1972 at the Halifax County Registry of Deeds in Book 2593 Page 403 as Document # 35188.

Second Burden:

Subject to a Restrictive Covenant contained in a deed dated June 7, 1977 and recorded June 16, 1977 at the Halifax County Registry of Deeds in Book 3122 Page 285 as Document # 24920.

Third Burden:

Subject to a Sewer Easement over Lot T.C.-2E extending from Polara Drive to First Lake Drive as shown on the above referred to plan and as described in a deed dated July 19, 1988 and recorded July 25, 1988 at the Halifax County Registry of Deeds in Book 4604 Page 175 as Document # 42081.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Halifax as plan 15941 in Drawer 208.

LEGEND

- PROPERTY BOUNDARIES
- ADJACENT PROPERTIES
- CONTOURS (METERS)
- EXISTING BUILDINGS
- RETAINING WALL
- SOD
- TREE
- TREE LINE
- LINE PAINTED BOUNDARY
- FENCE

SDMM
 Architectural Services
 7000 Highway 101, Suite 100
 Sackville, Nova Scotia B4A 1A1
 Tel: 902-533-1111
 Fax: 902-533-1112
 PLAN NO. 16463-11

CLIENT: **FIRST MUTUAL PROPERTIES**

PROJECT: **PROPOSED SITE REDEVELOPMENT**

SITE LOCATION:
**70 FIRST LAKE DRIVE
 LOT TC-2E
 SACKVILLE, NOVA SCOTIA**

DRAWING TITLE:
SITE PLAN

11	DATE	REVISED AREA PERMITS
10	DATE	REVISED AREA PERMITS
9	DATE	REVISED AREA PERMITS
8	DATE	REVISED AREA PERMITS
7	DATE	REVISED AREA PERMITS
6	DATE	REVISED AREA PERMITS
5	DATE	REVISED AREA PERMITS
4	DATE	REVISED AREA PERMITS
3	DATE	REVISED AREA PERMITS
2	DATE	REVISED AREA PERMITS
1	DATE	REVISED AREA PERMITS
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9	DATE	REVISED AREA PERMITS
10	DATE	REVISED AREA PERMITS
11	DATE	REVISED AREA PERMITS

DATE: **MARCH 15, 2011**

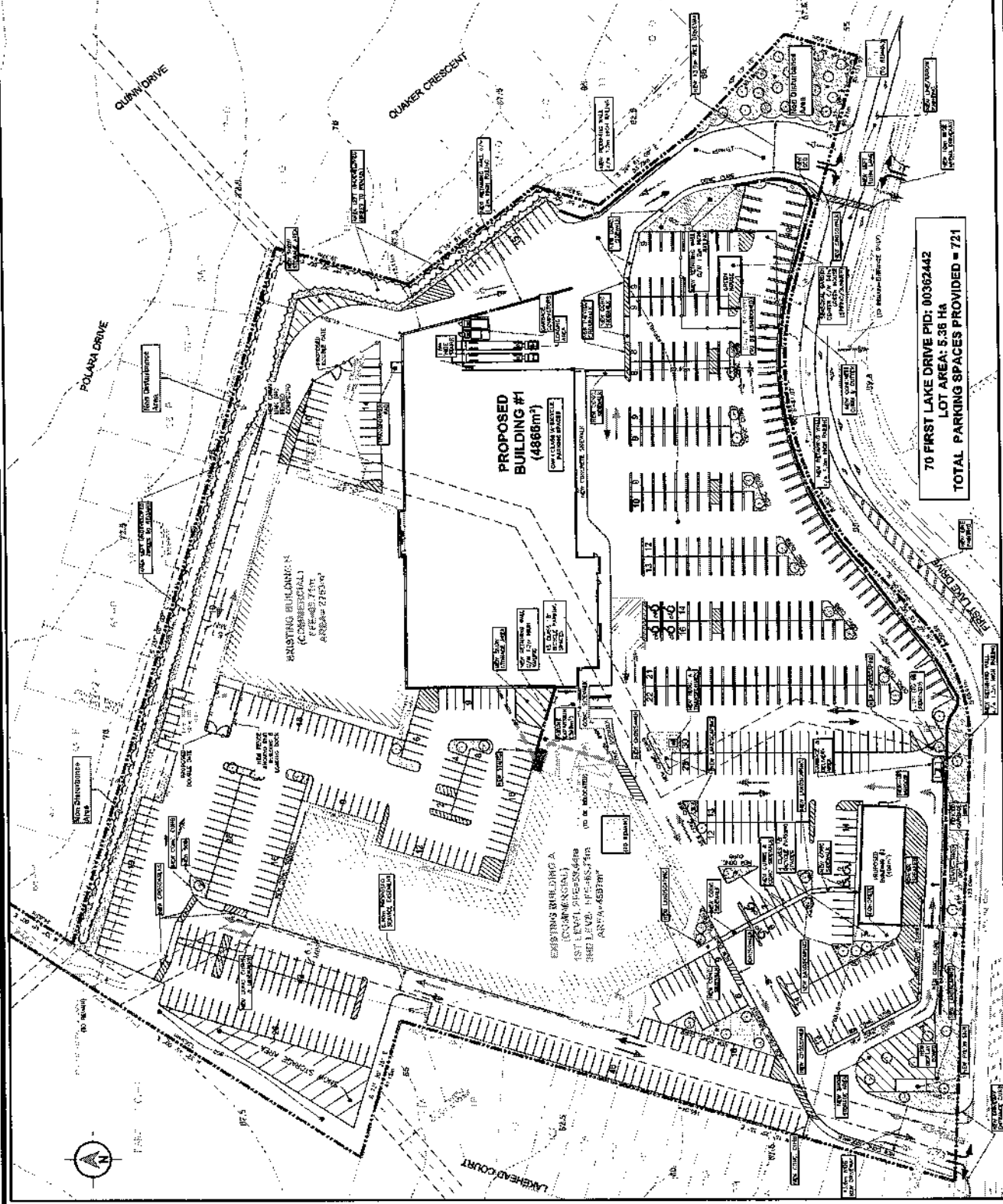
PROJECT # **1-9-73 (27806)**

SCALE: **1:500**

DRAWN BY: **S.S.**

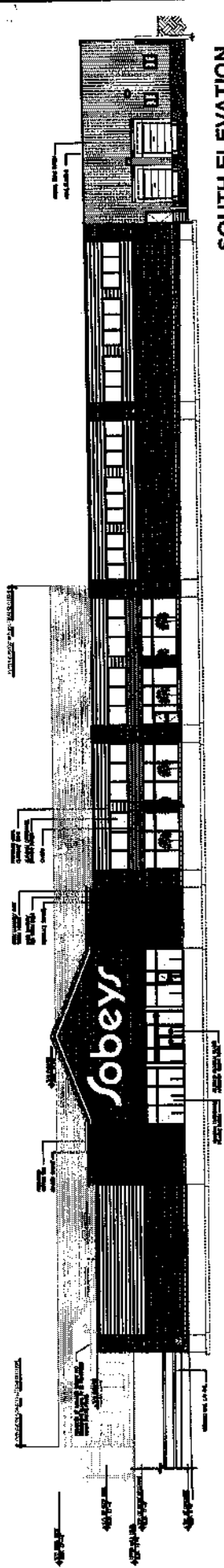
CHECKED BY: **R. LANDRY**

DRAWING # **C1**

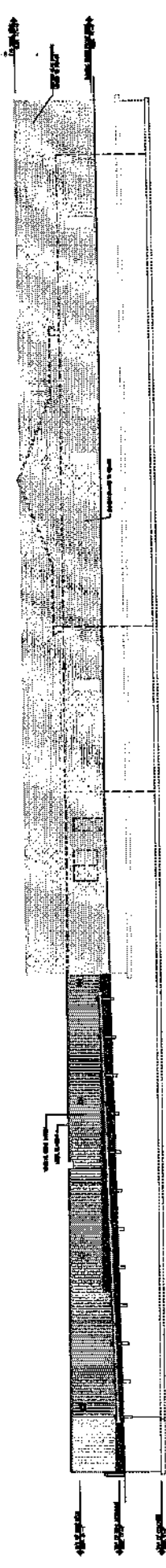


HAUTEAX
 PROFESSIONAL MANAGEMENT
 Planning Services

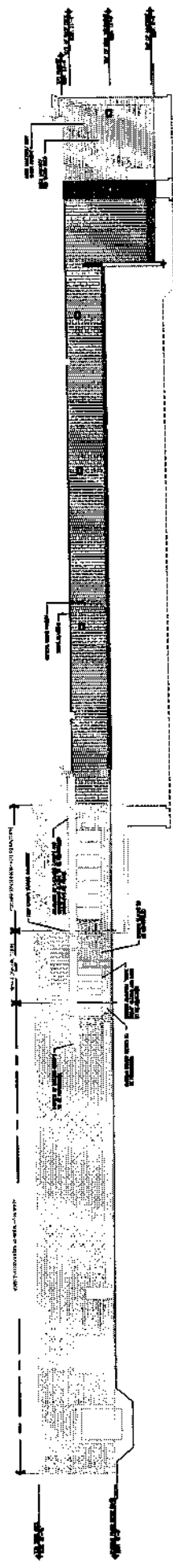
**Schedule B
 Site Plan**



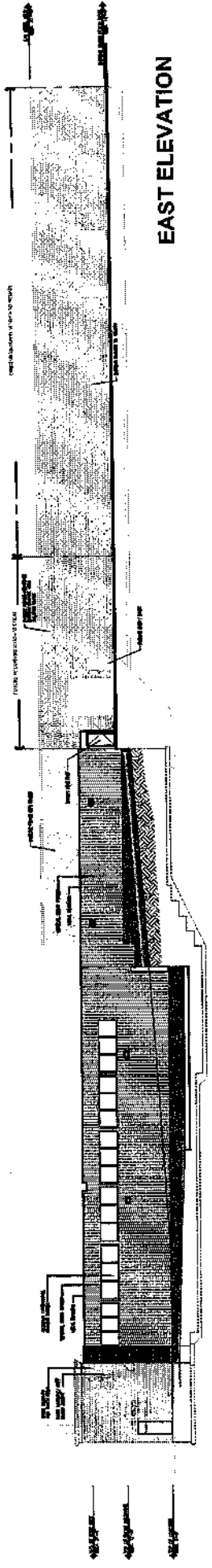
SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION

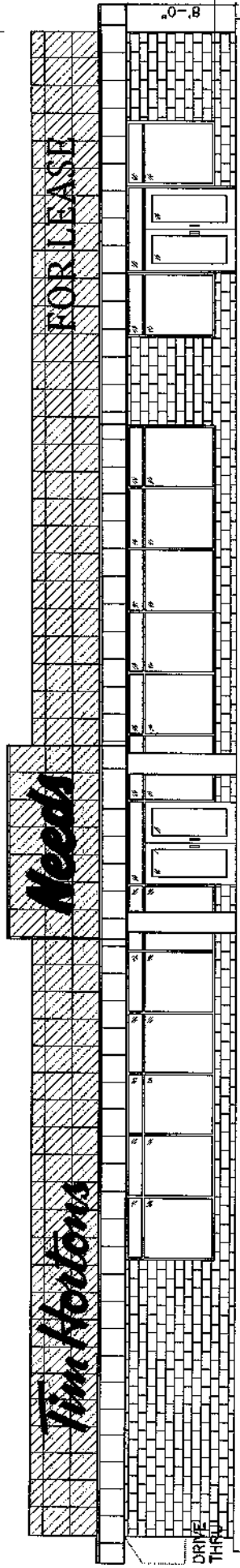


EAST ELEVATION

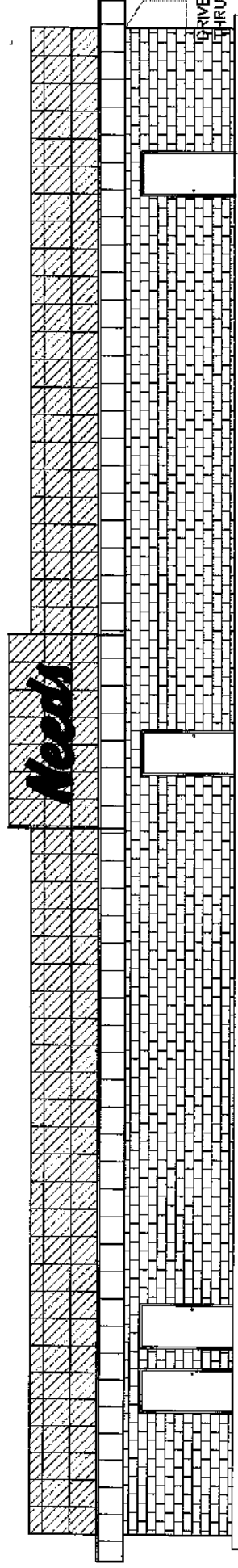
Schedule C
Building #1 Elevations



110'-0"

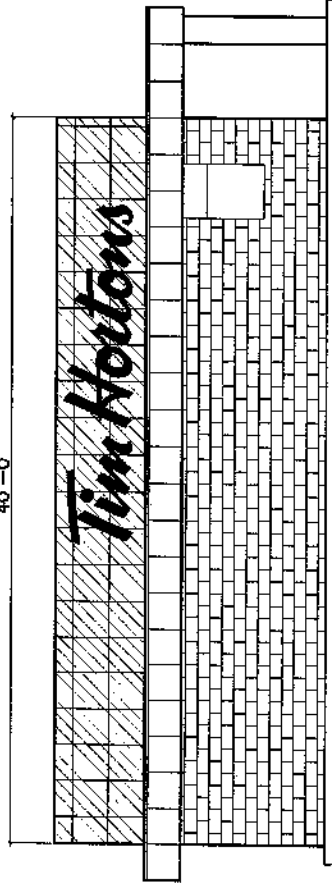


FRONT ELEVATION

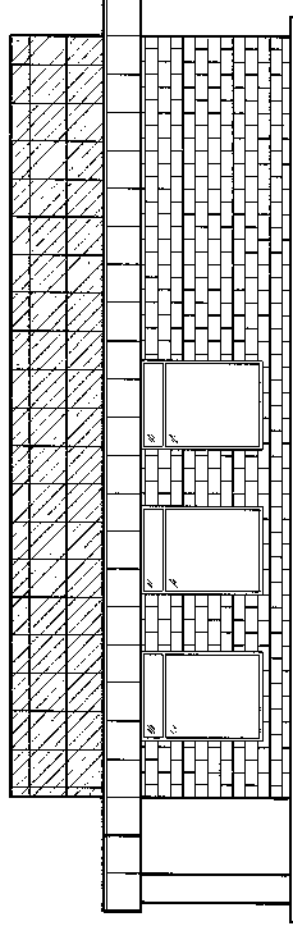


REAR ELEVATION

40'-0"



LEFT ELEVATION



RIGHT ELEVATION

Schedule D
Building #2 Elevations



LEGEND

- PROPERTY BOUNDARIES
- ADJACENT PROPERTIES
- CONTOURS (METERS)
- EXISTING BUILDINGS
- RETAINING WALL
- SOIL
- TREE
- TREELINE
- LINE PAINTED ISLAND
- FENCE

SDMM
 SERIAL SURVEYORS, ARCHITECTS & ENGINEERS INC.
 1000 UNIVERSITY AVENUE, SUITE 100
 SACKVILLE, ONTARIO N4V 1A1
 TEL: (905) 709-1111
 PLAN NO. 14-218-11

CLIENT: FIRST MUTUAL PROPERTIES

PROJECT: PROPOSED SITE REDEVELOPMENT

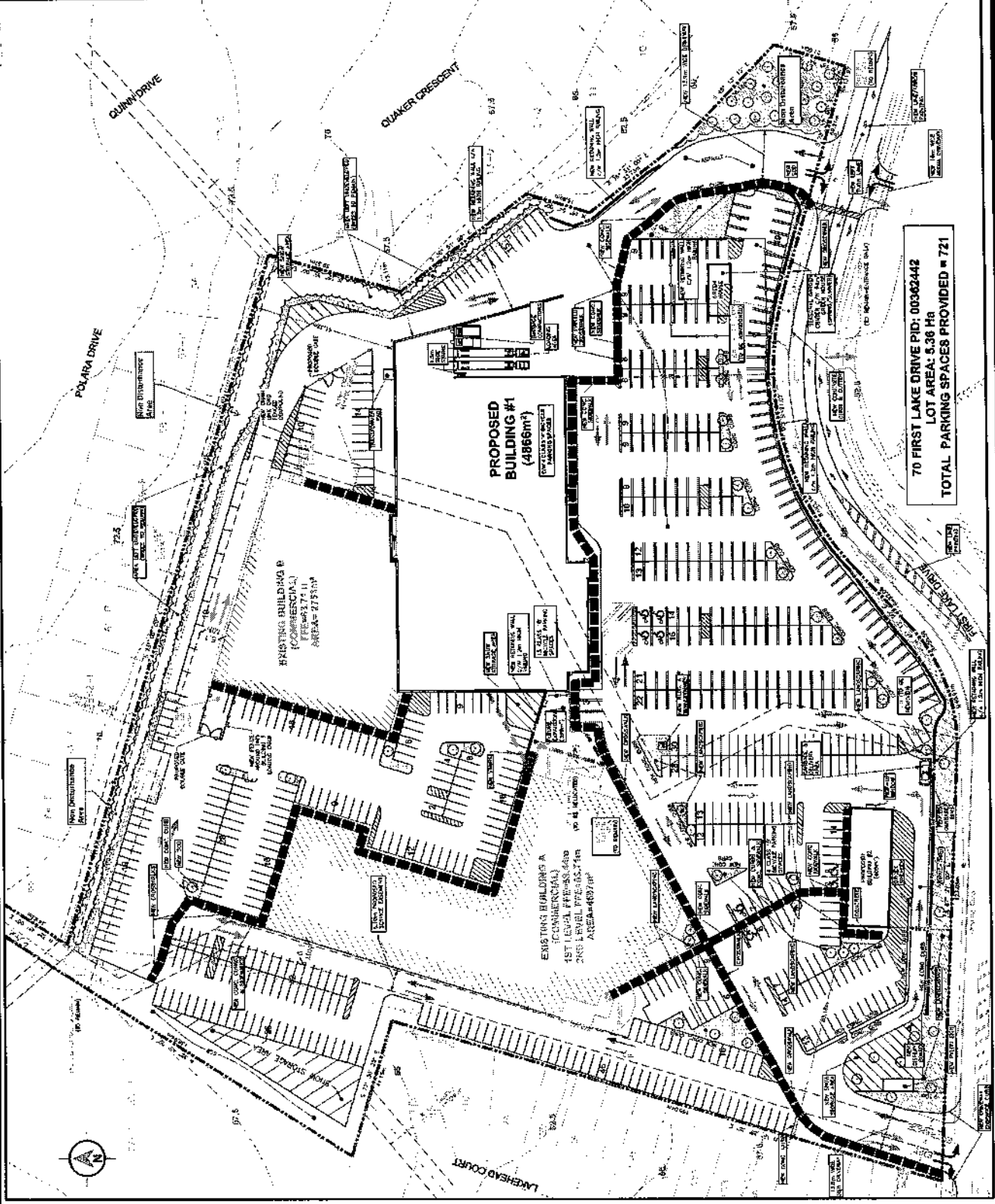
SITE LOCATION: 70 FIRST LAKE DRIVE
 LOT TC-2E
 SACKVILLE, NOVA SCOTIA

DRAWING TITLE: SITE PLAN

NO.	DATE	REVISION
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10	2011.03.15	REVISED PER PLAN APPROVALS
9	2011.03.15	REVISED PER PLAN APPROVALS
8	2011.03.15	REVISED PER PLAN APPROVALS
7	2011.03.15	REVISED PER PLAN APPROVALS
6	2011.03.15	REVISED PER PLAN APPROVALS
5	2011.03.15	REVISED PER PLAN APPROVALS
4	2011.03.15	REVISED PER PLAN APPROVALS
3	2011.03.15	REVISED PER PLAN APPROVALS
2	2011.03.15	REVISED PER PLAN APPROVALS
1	2011.03.15	REVISED PER PLAN APPROVALS
0	2011.03.15	REVISED PER PLAN APPROVALS

DATE: MARCH 15, 2011
PROJECT #: 1-9-73 (27806)
DRAWING #: DRAWING 6
SCALE: 1:500
DRAWN BY: S. S.
CHECKED BY: R. LANDRY

C1



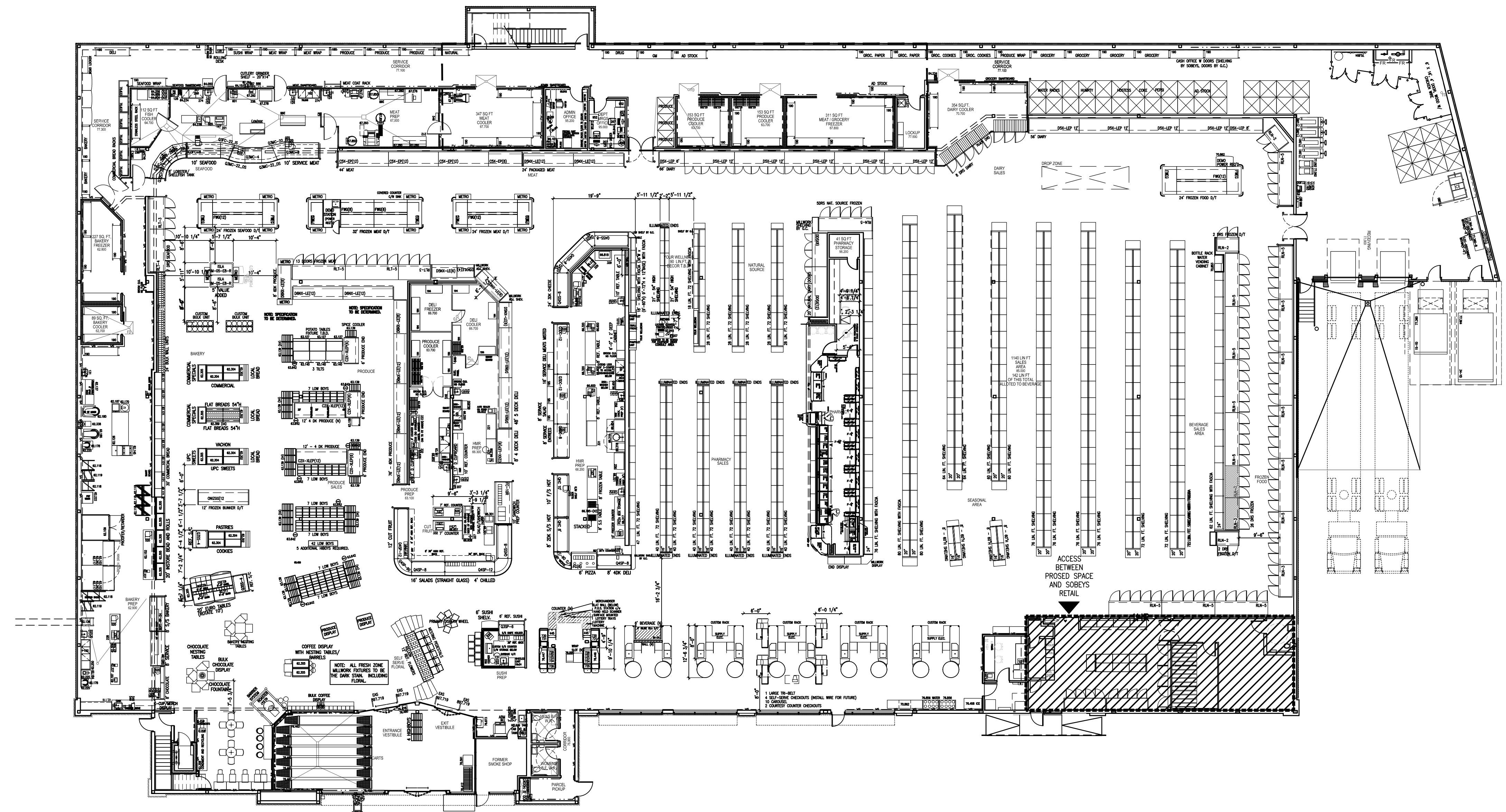
Schedule E
Site Plan Walkways

Existing and Proposed Walkways

April 18, 2011

HRM does not guarantee the accuracy of any base map information on this map.

T:\Repmaps\Devagreet\16418\SchedE.mxd (AKT)



DESCRIPTION	NO.	DATE

PROJECT NORTH

SEAL

PROJECT :

FOR INFORMATION ONLY

DRAWING TITLE :

KEY PLAN

SCALE:	DATE:
1/16"=1'-0"	10-22-2015
DRAWN BY:	PROJECT #:
CB	149-12574-00 (FIRST LAKE)
SHEET No.:	

A-102

1/16"=1'-0" 1 KEY PLAN
A101

Attachment C: Excerpts from Sackville MPS

CC-3 Notwithstanding Policy CC-2, within the Community Commercial Designation, Council may consider the expansion of existing uses and the establishment of new commercial uses in excess of the maximum size permitted in the community commercial zone, according to the development agreement provisions of the Planning Act. In considering any such development agreement, Council shall have regard to the following:

- (a) an evaluation of the appropriateness of the proposed use in terms of its effect on the development of the **Sackville Drive Secondary Plan (RC-May 7/02;E-Jun 29/02)** as the major commercial focus within the plan area;
- (b) that no development agreement for office uses in excess of the maximum size permitted in the community commercial zone be considered;
- (c) that municipal central services are capable of supporting the development;
- (d) that site design features, including landscaping, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of users of the development;
- (e) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;
- (f) that appropriate controls are established to address environmental concerns, including stormwater controls;
- (g) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;
- (h) general maintenance of the development;
- (i) hours of operation; and
- (j) the provisions of Policy IM-13.

IM-13 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:

- (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;
- (b) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the Municipality to absorb any costs relating to the development;
 - (ii) the adequacy of sewer and water services;
 - (iii) the adequacy or proximity of school, recreation and other community facilities;
 - (iv) the adequacy of road networks leading or adjacent to, or within the development; and
 - (v) the potential for damage to or for destruction of designated historic buildings and sites.
- (c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) type of use;**
 - (ii) height, bulk and lot coverage of any proposed building;
 - (iii) traffic generation, access to and egress from the site, and parking;
 - (iv) open storage;
 - (v) signs; and
 - (vi) any other relevant matter of planning concern.
- (d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;
- (e) any other relevant matter of planning concern; and
- (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.**

Attachment D: Excerpts from Sackville LUB

PART 15: C-2 (COMMUNITY COMMERCIAL) ZONE

15.1 C-2 USES PERMITTED

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

Commercial Uses

Retail stores

Food stores

Service and Personal Service Uses

Offices

Commercial schools

Banks and financial institutions

Restaurants and drive-in and take-out restaurants

Outdoor display courts

Shopping plazas and malls

Motels and hostels

Commercial recreation uses

Service stations

Taxi and bus depots

Parking lots

Greenhouses and nurseries

Veterinary hospitals and kennels

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

Local fuel distribution facilities

Re-cycling depots within wholly enclosed buildings

Automotive repair outlets

Funeral parlours and undertaker establishments

Existing auto body shops

Existing transport facilities and maintenance yards

Existing construction yards and maintenance facilities

Residential Uses

Existing dwellings

Existing multiple unit dwellings

Boarding and rooming houses

Community Uses

Open space uses

Institutional uses

15.2 C-2 ZONE REQUIREMENTS: COMMERCIAL AND RESIDENTIAL USES

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

Minimum Lot Area: (558 m2)	central services	6,000 square feet
	on-site services	20,000 square feet (1,858 m2)
Minimum Frontage:	central services	60 feet (18.3 m)
	on-site services	100 feet (30.5 m)
Minimum Front or Flankage Yard		30 feet (9.1 m)
Minimum Rear or Side Yard		15 feet (4.6 m)
Maximum Lot Coverage		50 per cent
Maximum Height of Main Building		35 feet (10.7 m)

15.4 OTHER REQUIREMENTS: COMMERCIAL FLOOR AREA

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

15.5 OTHER REQUIREMENTS: OPEN STORAGE AND OUTDOOR DISPLAY

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

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

15.6 OTHER REQUIREMENTS: PARKING LOTS

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

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

15.8 OTHER REQUIREMENTS: EXISTING USES

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

Attachment D: Excerpts from Sackville LUB

PART 15: C-2 (COMMUNITY COMMERCIAL) ZONE

15.1 C-2 USES PERMITTED

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

Commercial Uses

Retail stores

Food stores

Service and Personal Service Uses

Offices

Commercial schools

Banks and financial institutions

Restaurants and drive-in and take-out restaurants

Outdoor display courts

Shopping plazas and malls

Motels and hostels

Commercial recreation uses

Service stations

Taxi and bus depots

Parking lots

Greenhouses and nurseries

Veterinary hospitals and kennels

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

Local fuel distribution facilities

Re-cycling depots within wholly enclosed buildings

Automotive repair outlets

Funeral parlours and undertaker establishments

Existing auto body shops

Existing transport facilities and maintenance yards

Existing construction yards and maintenance facilities

Residential Uses

Existing dwellings

Existing multiple unit dwellings

Boarding and rooming houses

Community Uses

Open space uses

Institutional uses

15.2 C-2 ZONE REQUIREMENTS: COMMERCIAL AND RESIDENTIAL USES

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

Minimum Lot Area: (558 m2)	central services	6,000 square feet
	on-site services	20,000 square feet (1,858 m2)
Minimum Frontage:	central services	60 feet (18.3 m)
	on-site services	100 feet (30.5 m)
Minimum Front or Flankage Yard		30 feet (9.1 m)
Minimum Rear or Side Yard		15 feet (4.6 m)
Maximum Lot Coverage		50 per cent
Maximum Height of Main Building		35 feet (10.7 m)

15.4 OTHER REQUIREMENTS: COMMERCIAL FLOOR AREA

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

15.5 OTHER REQUIREMENTS: OPEN STORAGE AND OUTDOOR DISPLAY

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

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

15.6 OTHER REQUIREMENTS: PARKING LOTS

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

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

15.8 OTHER REQUIREMENTS: EXISTING USES

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

**HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 20290**

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

**Wednesday, March 9, 2016
7:00 p.m.**

Sackville Heights Community Centre (Gym)

STAFF IN

ATTENDANCE:

Nathan Hall, Planner, HRM Development Approvals
Thea Langille, Major Project Planner, HRM Development Approvals
Alden Thurston, Planning Technician, HRM Development Approvals
Cara McFarlane, Planning Controller, HRM Development Approvals

ALSO IN

ATTENDANCE:

Councillor Steve Craig, District 15
Cesar Saleh, WM Fares Architects

PUBLIC IN

ATTENDANCE:

Approximately 17

The meeting commenced at approximately 7:01 p.m.

1. Call to order, purpose of meeting – Nathan Hall

Mr. Hall introduced himself as the Planner facilitating this application through the planning process; Councillor Steve Craig, District 15; Cesar Saleh, W.M. Fares; Thea Langille (Major Project Planner), Alden Thurston (Planning Technician) and Cara McFarlane (Planning Controller), HRM Development Approvals.

Case 20290 - Application by W.M. Fares Architects to amend the existing Development Agreement to allow liquor sales within the Sobeys Food Store located at the Sackville Town Centre Shopping Mall, 80 First Lake Drive, Lower Sackville.

The Public Information Meeting (PIM) Agenda was reviewed.

The purpose of the PIM is: a) to identify to the community that HRM has received an application on the subject property; b) to provide information/background on the proposal; c) to explain the planning policies and process; d) to provide the applicant an opportunity to present their proposal and answer questions; and e) to provide Staff an opportunity to receive public feedback regarding the application. This is purely for information exchange and no decisions are made at the PIM.

2. Overview of Proposal – Nathan Hall

Mr. Hall pointed out that the address of the site on the Public Notice was incorrect. It should have read 80 First Lake Drive as opposed to 70.

Mr. Hall made a presentation outlining the site which is about 13.25 acres in size and fronts on First Lake Drive in Lower Sackville. An image of the site was shown. The existing development agreement for the property was approved on May 26, 2011 and allowed for the construction of the Sobeys building as well as the Tim Hortons and Needs store. Commercial floor area on the property was to be in excess of 10,000 square feet as permitted by the C-2 Zone, so a development agreement was required. The development agreement restricted the sale of liquor; therefore, in order to permit liquor sales within Sobeys, the development agreement has to be amended. The amendment would not allow an entertainment use such as a bar or lounge.

The proposed floor plan was presented along with the planning context and policy: a) within the Sackville Plan Area; b) designated as CC (Community Commercial) within the Municipal Planning Strategy (MPS); c) zoned C-2 (Community Commercial) under the Land Use By-law (LUB); and d) falls under Policy CC-3 (enables Staff to consider proposal) and other considerations such as compatibility, parking and service capacity.

The planning process was reviewed: a) application received; b) preliminary review; c) PIM; d) proposal goes before North West Planning Advisory Committee (NWPAC); e) detailed review of proposal (internal/external agencies); f) development agreement negotiated with applicant; g) Staff report to North West Community Council (recommendations, public feedback and draft development agreement included); h) public hearing held by NWCC; and i) a 14-day appeal process.

3. Presentation of Proposal – Cesar Saleh, Engineer, W.M. Fares Architects

Mr. Saleh explained that the amendment is text only; therefore, there will be no change in external structure or parking. A few images were shown to display where the liquor sales [1,380 square feet in total – retail (780 square feet) and storage] would be located within the Sobeys store. There is an internal and external access to the liquor boutique and hours of operation would be the same as the hours of the Sobeys store.

4. Questions and Comments

John Gray, Polara Drive mentioned that a liquor store and lounge existed at that location a number of years ago and were removed when the mall was renovated. Have there been any studies done to identify future issues that may occur with this proposal? He is concerned about the effects on the residential neighbourhood and nearby schools, churches, etc. **Mr. Hall** – The property is within the C-2 Zone in Sackville which does permit the sale of liquor; therefore, Staff and Council have to consider the application. The existing development agreement (which restricts the sale of liquor) was placed on the property in 2011 because the total square footage of the proposal exceeded 10,000 square feet and therefore the uses were negotiated through the development agreement process. In order for Sobeys to now construct a liquor store within the building, they must amend the existing development agreement.

Greg Publicover, Polara Drive – Is there an outside entrance to the liquor store? **Mr. Saleh** – there is a single external door.

Mr. Gray – Will the employees be from Sobeys? **Mr. Saleh** – No, they will be Nova Scotia Liquor Commission employees.

Councillor Craig - The site has always been zoned C-2 which allows for the use of a liquor store and there is policy within the Sackville MPS that allows Staff and Council to consider it under the existing development agreement but through a public consultation process. The

public will have another opportunity for comment when NWCC schedules the public hearing.

Mr. Hall emphasized that the amendment to the development agreement will not permit a bar or lounge, only retail of liquor. Staff is aware of the issues regarding the former liquor store and lounge. The application does have to go through this public process and meet the policy as interpreted by Staff and Council.

Megan – What is the timeframe for this application? **Mr. Hall** – Typically nine to 12 months but this particular application may be more like nine months. **Ms. Langille** – There are some legislative required steps that Staff have to take. A lot of times the applications are larger files which would take more within the nine to 12 month range. It depends on staff's resource situation. **Mr. Saleh** - As for construction, probably about 30 days once the approval has been given.

One resident said it looks as though some construction has already started within the Sobeys store. **Mr. Saleh** – Initially, the store was going to sell wine only but the Development Officer was concerned that the use would not be permitted under the existing development agreement and that is why Sobeys has applied for this amendment.

Laura Napke, Belleshire Drive likes the convenience and approves of the proposal.

Karen Burton, Cartier Crescent posted about tonight's PIM on a couple of school pages and received only positive comments about the proposal. She doesn't find there are many problems in the area.

Megan - The liquor store employees do ask for ID. She likes the convenience and approves of the proposal. She has only heard positive comments in the community.

5. Closing Comments

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

6. Adjournment

The meeting adjourned at approximately 7:32 p.m.