

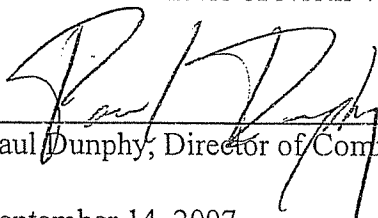


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

North West Planning Advisory Committee
October 3, 2007

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY:



Paul Dunphy, Director of Community Development

DATE: September 14, 2007

SUBJECT: Case 01064: Development Agreement - 517 Sackville Drive

ORIGIN

Application by DSRA Architects Limited, on behalf of McDonald's Restaurants of Canada Limited, to develop an approximately 285 square foot addition to the restaurant at 517 Sackville Drive, Sackville (PID 40311698).

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement, enclosed as Attachment A of this report, to enable the development of an addition to the McDonald's Restaurant at 517 Sackville Drive (PID 40311698), Sackville, and schedule a public hearing;
2. Approve the proposed development agreement provided as Attachment A; and
3. Require the agreement be signed and delivered within 120 days, or any extension thereof granted by North West Community Council on request of the applicant, from the date of final approval of said agreement by North West Community Council and any other bodies as necessary, whichever is later, including any appeal periods. Otherwise this approval shall be null and void and any obligations arising hereunder shall be at an end.

BACKGROUND

Location, Designation, Zoning and Surrounding Land Uses:

- The subject property (PID 40311698) is 52,216 square feet (4,851 square metres) and is located at 517 Sackville Drive on the north side of the street between Pinehill Drive and Florence Street (Map 1).
- The majority of the property is designated and zoned Pedestrian Retail (PR) under the Sackville Drive Secondary Planning Strategy and Land Use By-Law, including the portion of the property where the addition is proposed. The rear portion of the property is designated Urban Residential and zoned R-2 (Two Unit Dwelling) Zone. This rear portion of the property is primarily used for parking and site circulation (Maps 1 and 2).
- There is a mix of commercial uses across Sackville Drive and adjacent to the subject property. The property backs onto residential properties on Florence Place Court that are zoned Two Unit Dwelling (R-2) Zone.

Enabling Policy and Policy Intent

The Pedestrian Retail designation is applied to lands along Sackville Drive between Riverside Drive and Pinehill Drive (Attachment B). The main policy intent is to create a pedestrian scaled retail and commercial centre with an attractive streetscape and a physical connection to the Little Sackville River. Although both full service and take out restaurants are permitted as-of-right in the PR Zone, Policy PR-4 requires that proposals for new or expanded commercial developments having a building footprint greater than 5,000 square feet be considered through the development agreement process. Policy PR-4 is intended to ensure that larger commercial buildings contribute toward a comfortable and pedestrian scale streetscape.

Proposal

McDonald's Restaurants have been issued a development permit to redevelop the site and build a new 4990 square foot restaurant on the subject property. This application was processed through the as-of-right development process under the LUB and the zoning provisions applicable to the PR Zone (Attachment C). Subsequent to that application, McDonald's has submitted a proposal to attach a 285 square foot enclosed garbage storage room onto the rear of the approved restaurant. The addition of the proposed garbage room would increase the footprint of the new building to approximately 5275 square feet. Therefore, a development agreement is required to enable the proposed addition in accordance with Policy PR-4 .

DISCUSSION

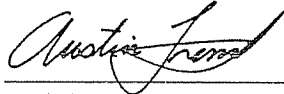
Staff have reviewed the proposed addition based upon all relevant policies of the Sackville Drive Secondary Planning Strategy. This review focuses on the proposed 285 square foot addition only and not the restaurant or the layout of the site, both of which have been found to comply with the requirements of PR Zone.

Currently, solid waste is stored in an enclosure on the east side of the property. The proposed addition would enable all solid waste, recyclables and grease to be stored inside in a climate controlled environment prior to being removed from the site. There is an interior door between the restaurant and the garbage room whereby the waste can be moved from the restaurant to the

Attachment A Proposed Development Agreement
Attachment B MPS Policies
Attachment C LUB Requirements for Pedestrian Retail Zone

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

Report Prepared by : Joseph Driscoll, Planner, 869-4262



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

garbage room without being taken outside. Waste would be picked up and removed from the site using a west facing overhead exterior door on the new garbage room.

Conclusion

It is the opinion of staff that the proposed addition of the garbage room to the redevelopment of the McDonald's Restaurant on Sackville Drive is consistent with the intent of the Sackville Drive Secondary Planning Strategy for the Pedestrian Retail designation. Further, the proposed addition would improve the aesthetic of the site and reduce the potential for land use impacts resulting from the storage and transport of solid waste on the site experienced by both visitors to this site and adjacent properties. The proposed addition is located at the rear of the restaurant and is generally not visible from Sackville Drive. The design and exterior materials would be primarily brick in keeping with the exterior appearance of the restaurant and the proposed addition would be located on a portion of the site that is already disturbed. Therefore, Staff are recommending that North West Community Council approve the proposed development agreement included as Attachment A to this report.

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

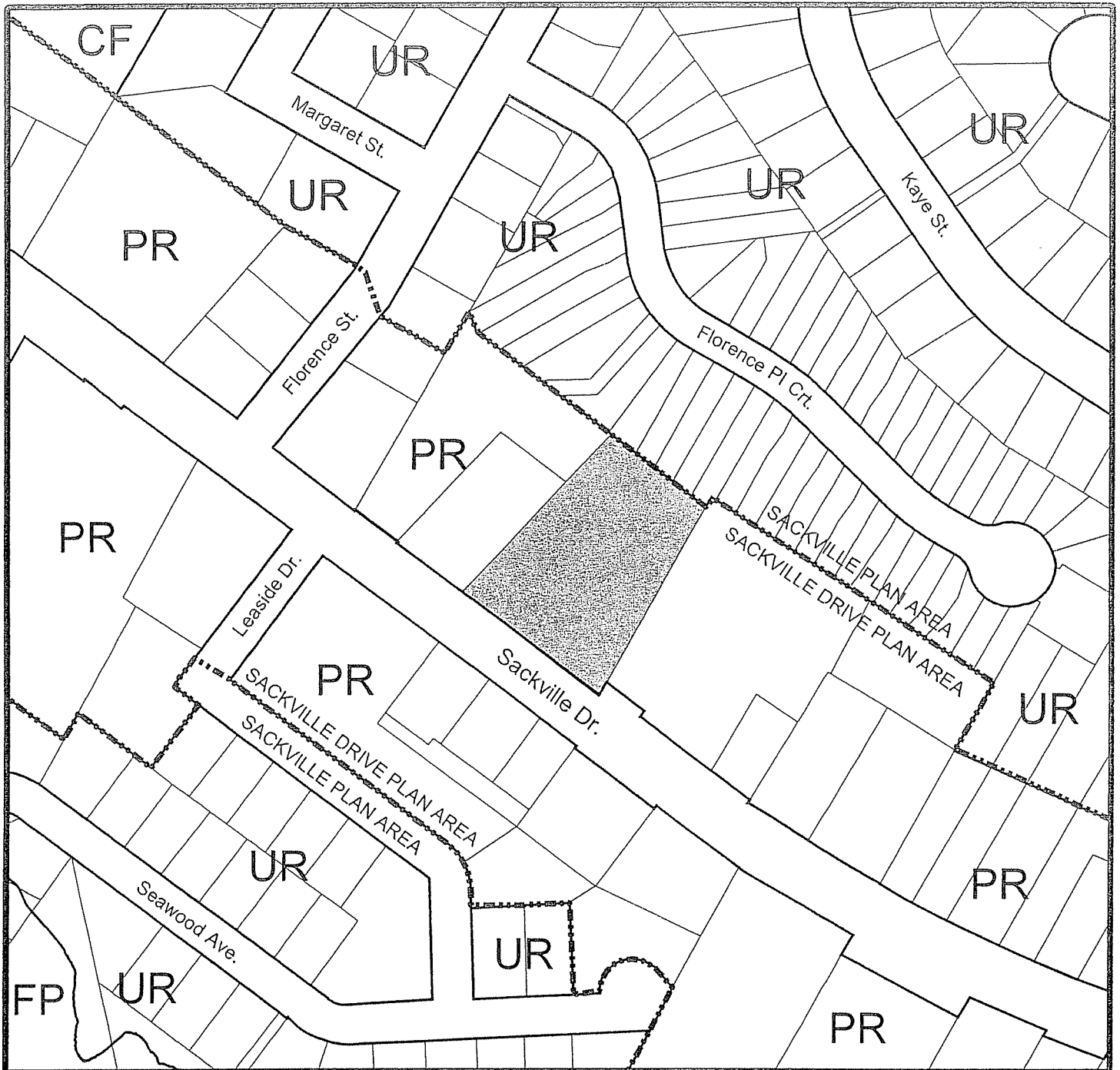
This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

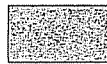
1. Council may choose to approve the proposed development agreement. This is the recommended course of action.
2. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as Staff are satisfied that the proposed agreement is consistent with the policies and intent of the MPS.
3. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.

ATTACHMENTS

Map 1	Generalized Future Land Use Map
Map 2	Zoning and Notification Map
Map 3	Site Plan



Map 1
Generalized Future Land Use



Subject Property

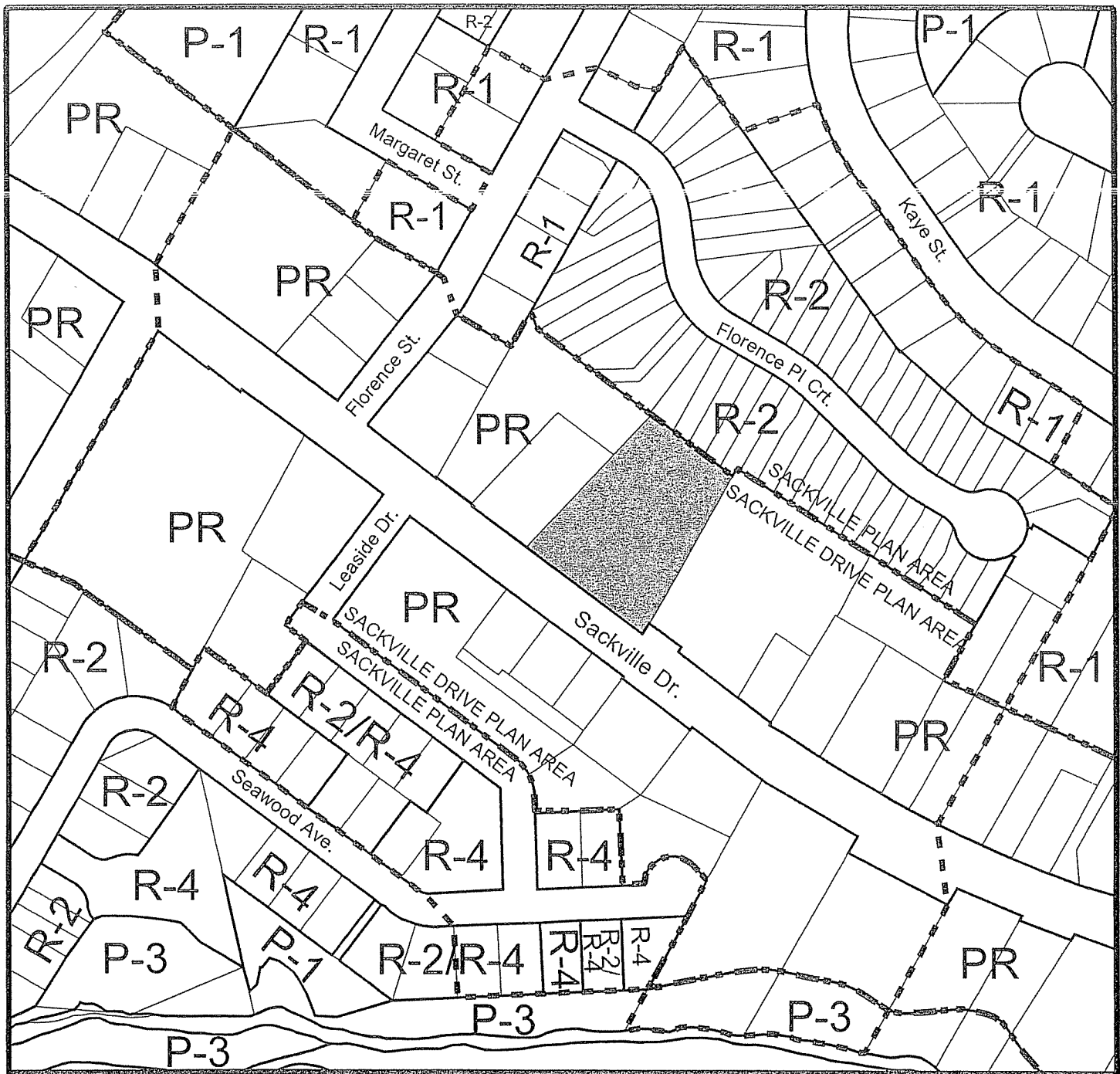
Sackville Drive Plan Area

PR Pedestrian Retail Designation

Sackville Plan Area

UR Urban Residential Designation
 CF Community Facility Designation
 FP Floodplain Designation





Map 2
Zoning



Subject Property

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Sackville Drive Plan Area

PR Pedestrian Retail Zone

--- Notification Area

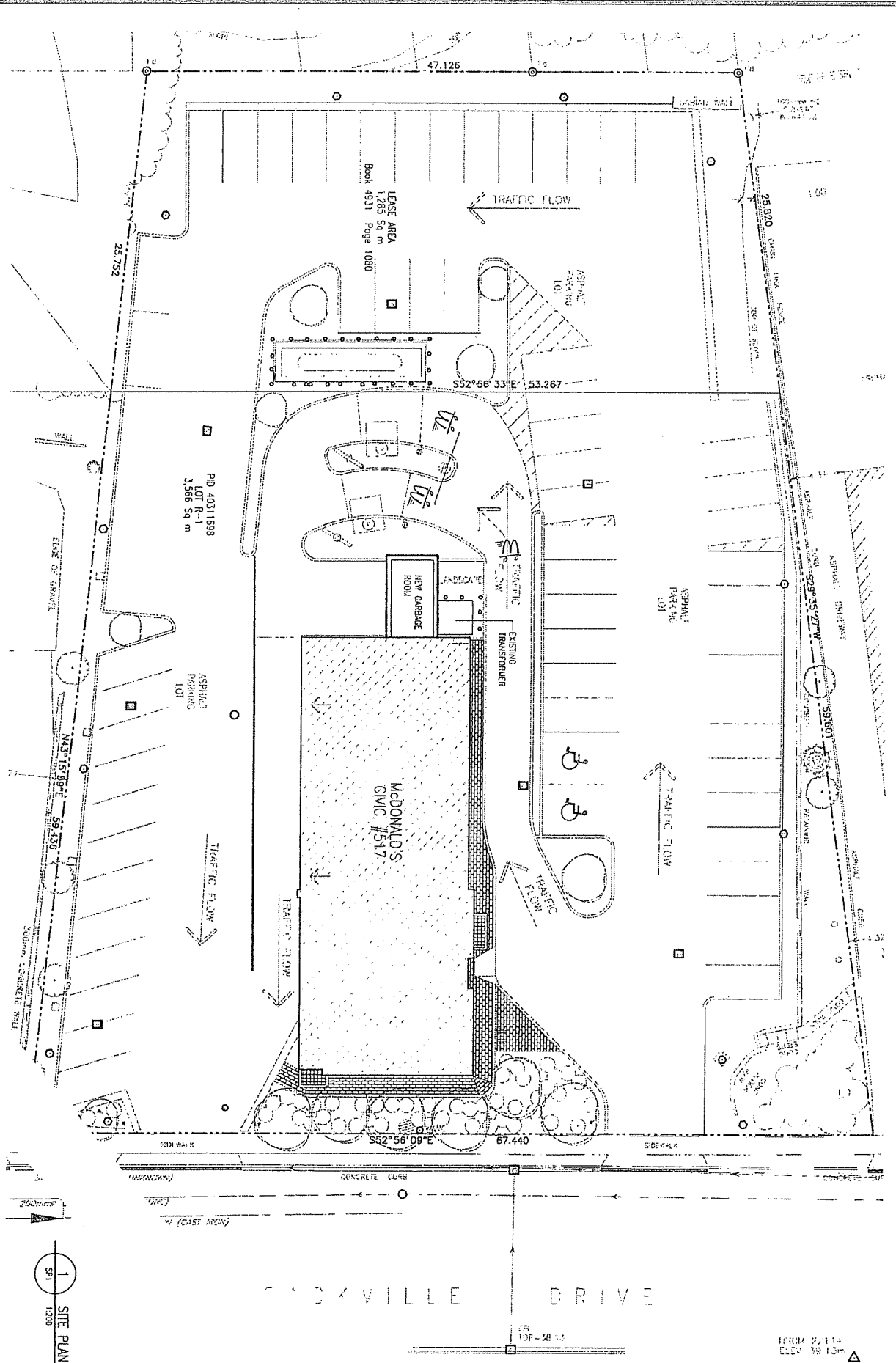
Sackville Plan Area

- R-1 Single Unit Dwelling Zone
- R-2 Two Unit Dwelling Zone
- R-4 Multiple Unit Dwelling Zone
- P-1 Open Space Zone
- P-3 Floodplain Zone



Map 3
Site Plan

Sept. 07, 2007



1 SITE PLAN
SPT 1200

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

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Attachment A: Proposed Development Agreement

THIS AGREEMENT made this day of , 2007,

BETWEEN:

McDonald's Restaurants of Canada LTD.
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 517 Sackville Drive, PID 40311698, 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 an approximate 285 square foot addition on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies PR-4 and I-5 of the Sackville Drive Secondary Planning Strategy and Part 5 of the Sackville Drive Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 01064;

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 and use of the Lands shall comply with the requirements of the Sackville Drive Land Use By-law and the Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM 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.

1.4 Conflict

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.

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 regulations, by-laws or codes applicable to any 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 All words unless otherwise specifically defined herein shall be as defined in the Sackville Drive Land Use By-law and Subdivision By-law.

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, generally conform with the Schedules attached to this agreement and the plans filed in the Halifax Regional Municipality as Case Number 01064.

The schedules are:

- Schedule A: Legal Description of the Land(s)
- Schedule B: Site Plan
- Schedule C: Building Elevations

3.2 Requirements Prior to Approval

- 3.2.1 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.

- 3.2.2 Where the written text of this agreement conflicts with information provided in the attached Schedules, the written text of this agreement shall prevail.

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 use permitted within the Pedestrian Retail Zone, subject to the provisions contained within the Land Use By-law for Sackville Drive as amended from time to time.
 - (b) A 285 square foot (26.4 square metre) addition that would increase the footprint of the building to 5275 square feet.

- 3.3.2 Notwithstanding subsection 3.3.1, the Development Officer may approve minor changes to the size of the addition provided that such changes would not increase the size of the addition by a factor of more than 10% as a result.
- 3.3.3 The addition shall include space for three stream (refuse, recycling and composting) source separation services as shown on the Schedules. This 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.
- 3.3.4 Notwithstanding individual garbage receptacles located on the site for the temporary collection of customer waste, the primary waste storage and collection area on the Lands shall be located within the building.

3.4 Siting and Architectural Requirements

General Requirements and Siting

- 3.4.1 The Developer agrees that the addition on the Lands shall comply with the provisions of this section and as generally illustrated on the Schedules.

Building Material

- 3.4.2 The addition shall be clad with brick masonry to match the restaurant as illustrated on the Schedules.

Functional Elements

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

Mechanical Equipment

- 3.4.4 Mechanical equipment shall be permitted on the roof provided the equipment is screened or incorporated in to the architectural treatments and roof structure.

Roof

- 3.4.5 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

Minor Changes

- 3.4.6 The Developer shall be entitled to minor modifications to the architectural requirements for the proposed addition as set out in subsections 3.4.1 through 3.4.5 provided the changes are minor in nature in the opinion of the Development Officer, and comply with the intent of this agreement.

3.5 Lighting

Lighting shall be directed to the overhead door/loading area and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.6 Maintenance

The Developer shall maintain and keep in good repair all portions of the Lands, including but not limited to, the interior and exterior of the main restaurant and proposed addition, garbage removal and snow removal.

3.7 Outdoor Storage and Display

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

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes under this Section, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.2 Off-Site Disturbance

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

4.3 Municipal Water Distribution and Sanitary Sewers:

4.3.1 The water distribution system shall conform with the design and construction requirements of the Halifax Regional Water Commission.

4.3.2 The sanitary sewer system shall conform with the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.

5.0 AMENDMENTS**5.1 Substantive Amendments**

Amendments to any matters not identified under Section 5.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

5.2 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this agreement;
- (b) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4.1 of this agreement;
- (c) Changes to the size or height of the addition that would result in an increase of more than 10% of that permitted under this Agreement, provided that plans are submitted for any changes, and provided that such changes, in the opinion of Council, are minor in nature and otherwise adhere to the intent of this agreement and the Schedules.

In considering the approval of a non-substantive amendment under Section 5.2, property owners within 500 feet of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

6.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**6.1 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 one day of receiving such a request.

6.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 15 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court

and waives any defense based upon the allegation that damages would be an adequate remedy; and/or

- (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 development 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 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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

7.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

7.3 Commencement of Development

7.3.1 In the event that a Construction permit has not been issued within 5 years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

7.4 Completion of Development

7.4.1 If the Developer fails to complete the development, or after 7 years from the date of registration of this agreement at the Registry of Deeds, whichever time period is less, 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.

7.4.2 Upon the completion of the development or portions thereof, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall 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.

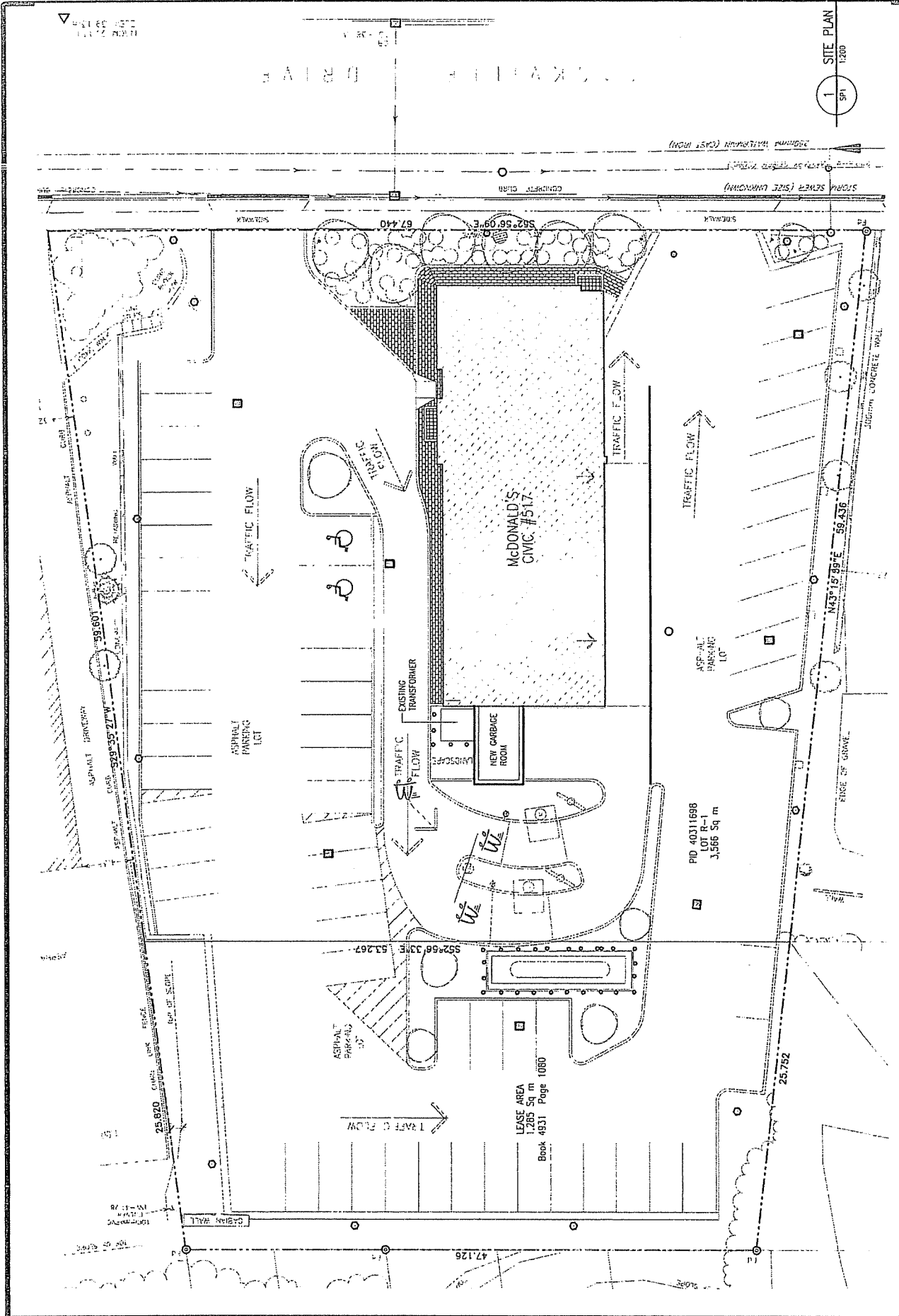
WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2007.

SIGNED, SEALED AND DELIVERED
in the presence of

) **McDonald's Restaurants of Canada Ltd.**
)
) Per: _____
)

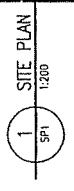
SEALED, DELIVERED AND
ATTESTED to by the proper
signing officers of Halifax Regional
Municipality duly authorized
in that behalf in the presence
of

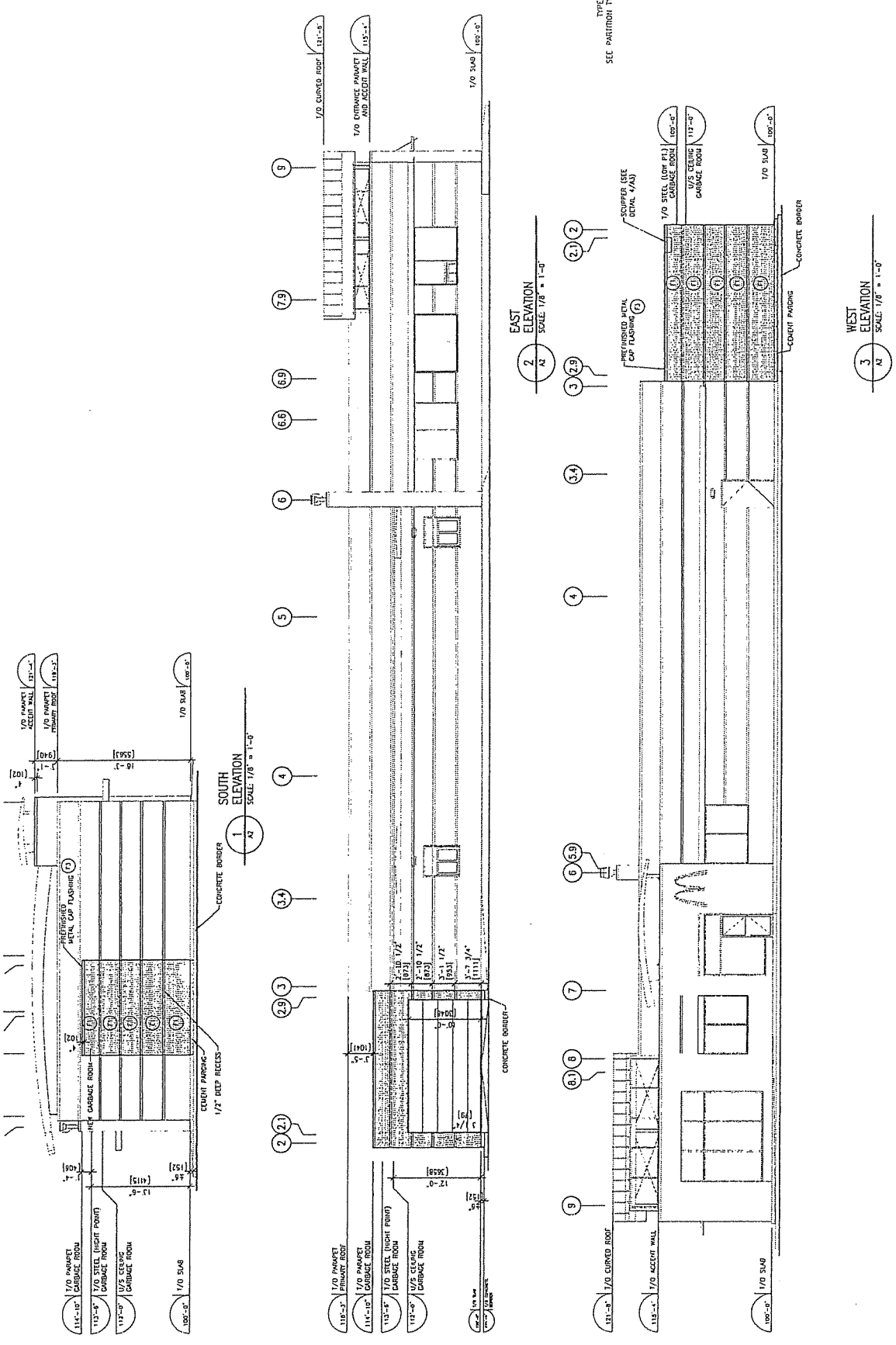
)
)
) **HALIFAX REGIONAL MUNICIPALITY**
) Per: _____
) **MAYOR**
)
) Per: _____



Schedule "B"
Site Plan

HAJIFAX
REGIONAL MUNICIPALITY
Planning Services





Schedule "C"
Building Elevations



Attachment B: Excerpts of MPS Policies

5.3 Pedestrian Retail Designation

The Pedestrian Retail district includes all public and private lands found between Riverside and Pinehill Drive, with the Little Sackville River at either end creating a natural boundary. The sector includes public buildings, various restaurants, and strip malls that cater to personal services. The area has a relatively low density form, with a limited amount of vacant land.

Policy PR-1

A Pedestrian Retail Designation shall be established as shown on Schedule 'A' - Generalized Future Land Use that shall:

- (a) create a safe, vibrant, pedestrian scaled, retail centre;
- (b) encourage a greater balance of retail, commercial and residential uses;
- (c) encourage uses that cater primarily to pedestrians;
- (d) improve the visible and physical connection to the Little Sackville River;
- (e) improve quality and image of the streetscape; and
- (f) encourage the provision of new parkland and open space.

Policy PR-2

Within the Pedestrian Retail Designation, a Pedestrian Retail Zone shall be established and applied to the lands shown on Schedule B. The Zone shall permit a range of pedestrian oriented uses, including but not limited to, retail, offices, service and personal service shops, restaurants (full service, take-out), bakeries, bed and breakfasts, motels, and institutional and community developments, with footprints less than 5,000 square feet. *One and two residential units, and (RC-Apr12/05;E-May 7/05) Multiple Dwelling uses shall be permitted within the Zone where street front commercial is provided. All uses in existence as of May 7, 2002 with the exception of any existing pawn shops, shall be permitted within the Zone.*

5.3.3 Limit Large Scale Buildings and Strip Malls

The existing mix of small, medium and large scale retail uses, including strip malls, have made the facilitation of a comfortable pedestrian realm difficult. Specifically, varying building scales, wide lot widths, long lot frontages and building setbacks, have discouraged pedestrians from easily and comfortably walking from business to business. Consequently, a dependence on private automobiles has been reinforced.

To foster a pedestrian oriented retail environment, large scale uses, which include uses with building footprints of 5,000 square feet or greater, should be discouraged from locating in this area. However, because developments such as strip malls, which tend to be large in scale, and often exceed 5,000 square feet, are an integral component of the retail fabric along Sackville Drive, limited application of such uses may be considered. In consideration of new large scale

uses, buildings should be designed to replicate and reinforce a pedestrian oriented scale and should complement or enhance the overall functionality of the Pedestrian Retail designation.

Policy PR-4

To foster a comfortable, pedestrian scaled, retail environment within the Pedestrian Retail Designation, new commercial developments exceeding a building footprint of 5,000 square feet, or any proposed expansion to existing commercial developments that currently exceed a footprint of 5,000 square feet, or would result in a building greater than 5,000 square feet, may only be considered by the development agreement provisions contained within the Municipal Government Act. In considering an agreement, Council shall have regard to the following:

- (a) that commercial uses are limited to those permitted within the Pedestrian Retail Zone;
- (b) that no new drive-thru function is proposed;
- (c) that the primary facade(s) of the new buildings facing Sackville Drive does not exceed 40 feet in width;
- (d) that any addition to an existing building would not increase the primary facade(s) facing Sackville Drive beyond 40 feet in width;
- (e) that safe and comfortable pedestrian internal site movement is provided;
- (f) that outdoor pedestrian facilities, such as seating, lighting, water features, orientation signs, and kiosks, are provided;
- (g) that existing significant vegetation stands are retained, where possible; and
- (h) Policy I-5.

Attachment C: LUB Requirements for the Pedestrian Retail Zone

Part 12: PEDESTRIAN RETAIL (PR) ZONE

Permitted Uses

1. No development permit shall be issued in any PR (Pedestrian Retail) Zone except for the following:

Commercial Uses

- Retail Stores
- Food Stores
- Offices
- Service and Personal Service Shops
- **Health and Wellness Centres (NWCC-May26/05;E-May28/05)**
- Banks and Financial Institutions
- Restaurants (full service and take-out)
- Commercial Entertainment Uses a maximum of 74.3 m² (800 ft²) devoted to public use
- **All Age/Teen Club (NWCC-May26/05;E-May28/05)**
- Funeral Parlours and undertaker establishments
- Bakeries/Café's
- Bed and Breakfast
- Guest Home
- Strip Mall/Shopping Plaza
- **Motels, Hotels (NWCC-May26/05;E-May28/05)**
- **Automotive Repair Outlets within the area identified on Schedule E (RC-Sep5/06;E-Oct7/06)**
- **Outdoor Display Courts within the area identified on Schedule E (RC-Sep5/06;E-Oct7/06)**
- **Automotive Repair Outlet at 651 Sackville Drive (PID #40003527) (RC-Apr12/05;E-May7/05)**
- Existing Commercial Recreation
- Existing Equipment Rental
- Existing Recycling Depots
- Existing Automotive Service Stations
- Existing Automotive Repair Outlets
- Existing Outdoor Display Courts
- Existing Car Wash
- Existing Restaurants (drive-thru)
- Existing welding, plumbing and heating, electrical, automotive, other special trade contracting services & shops

Institutional and Community Uses

- Educational Institutions (including commercial schools)
- Denominational Institutions excluding Cemeteries
- Daycare Facilities, Nursery Schools and Early Learning Centres
- Civic Buildings including but not limited to public office, post office, visitor information centre, fire station, police station, library, museum, and gallery
- Medical, Veterinary and Health Service Clinics; outdoor kennels associated with veterinary clinics are prohibited
- Community/Recreational Centre
- Community Parkland and Facility uses

Residential Uses

- Existing Single Unit Dwellings
- Existing Two Unit (detached and semi-detached) Dwellings
- **One and Two Dwelling Units in Conjunction With a Commercial Use (RC-Apr12/05;E-May7/05)**
- Multiple Unit Dwellings
- Seniors Residential Care
- Residential Care Facility

Uses Permitted by Development Agreement

2. Notwithstanding the provisions of Section 12 (1), in any PR Zone, no development permit shall be issued for a new commercial buildings or structures with a footprint greater than 5,000 square feet (464.5 m²), or any expansion to a building or structure which currently exceed a footprint of 5,000 square feet (464.5 m²), or any proposed expansion to an existing commercial building or structure which would result in a total building footprint greater than 5,000 square feet (464.5 m²) on any PR zoned lot and shall only be considered by development agreement in accordance with the provisions of the Municipal Government Act.

Lot Provisions

3. Minimum Lot Area 371.6 m² (4,000 ft²)
 Minimum Lot Frontage 12.2 m (40 ft)
 Minimum Front/Flankage Yard Setback **4.6m (15 ft) (RC-Sep5/06;E-Oct7/06)**
 Minimum Rear Yard Setback 4.6 m (15 ft), **except where building abutting any residential zone or use the setback shall be 4.6m (15ft) or ½ height building which ever is greater. (RC-Sep5/06;E-Oct7/06)**
 Minimum Sideyard Setback 0 m (0 ft), except 6.1m (20 ft) corner vision triangle required for corner lot. **Where building abutting any**

residential zone or use the setback shall be 4.6m (15ft) or 1/2 height building which ever is greater. (RC-Sep5/06;E-Oct7/06)

Maximum Height - Deleted (RC-Sep5/06;E-Oct7/06)

Maximum Lot Coverage	50 %
Minimum Pervious Surface Area	20 %
Number of Driveways	One per lot with frontage less than 30.5 m (100 ft)

- 4. No Development Permit shall be issued until all provisions of this section and the provisions and guidelines of Part 6 (general provisions) and Part 7 (streetscape provisions) have been satisfied.

SPECIAL REQUIREMENTS: Multiple Unit Dwellings

- 5. Notwithstanding the provisions of Part 12, where any multiple unit dwelling is permitted (NWCC-Sep12/06;E-Sep29/06), the following shall apply:

- (1) where a lot has frontage on Sackville Drive, commercial shall be provided and located at street level facing Sackville Drive;
- (2) **Amenity space shall be set aside for recreational purposes such as common recreational areas, play areas, recreational rooms, roof decks, swimming pools, courtyards, gardens, patios and tennis courts and clearly identified on plans submitted for a Development Permit. The amenity space shall be provided based on the type of residential unit as follows:**

- (a) **One Bedroom/Bachelor:** 18.6 sq m (200 sq ft)
- (b) **Two Bedroom:** 53.4 sq m (575 sq ft)
- (c) **Three Bedroom:** 88.2 sq m (950 sq ft)
- (d) **Four or more Bedroom:** 123.1 sq m (1,325 sq ft)

For the purposes of determining amenity space, one bedroom plus den/office units shall be considered to be a two-bedroom unit, two bedroom plus den/office units shall be considered to be a three-bedroom unit and so on. (NWCC-Sep12/06;E-Sep29/06)

SITE PLAN APPROVAL: Outdoor Display Court and Automotive Repair Outlets

- 6. No development permit shall be issued within the area illustrated on Schedule E for an outdoor display court or an automotive repair outlet prior to the Development Office granting Site Plan Approval. Applications for site plan approval shall be in the form specified in Appendix A. All applications shall be accompanied by a plan or sketch of sufficient detail to address all of the matters identified in this Section.

7. In addition to any other applicable requirements found elsewhere in this By-law, the following requirements shall apply to all uses subject to site plan approval:
- (1) **Location of Building and Structures:** Main buildings shall be positioned on the site as the primary feature and outdoor display areas and parking lots shall be secondary with the exception of the limited front yard display described below.
 - (2) **Location of Outdoor Display Area:** The outdoor display area shall be positioned on the site in such a way to minimize public view of the entire product on display. Front yard display shall be permitted to showcase select vehicles provided it is achieved in a creative and attractive manner.
 - (3) **Location of Walkways and Pedestrian Access:** Walkways shall be provided along the front facade of the buildings and to the entrance of the buildings.
 - (4) **Location of Outdoor Lighting:** Lighting shall be directed to driveways, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings. Lighting shall be permitted for the outdoor display area for the purpose of safety and security and shall not be permitted for night time display of product or merchandise.
 - (5) **Location of Service Bays:** Service bays shall be located in such a way to ensure they are not visible from Sackville Drive for all new buildings and major renovations/additions. Features such as but not limited to architectural treatments, landscaping, and fencing may be utilized to achieve this provision.
- (RC-Sep5/06;E-Oct7/06)

