



P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No.** 8.1.3  
**North West Community Council**  
**February 23, 2015**  
March 23, 2015

**TO:** Chair and Members of North West Community Council

**SUBMITTED BY:** Original signed  

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Bob Bjerke, Chief Planner & Director, Planning and Development

**DATE:** February 9, 2015

**SUBJECT:** Case 16742: Development Agreement for 5 Sawlers Road, Waverley

**ORIGIN**

Application by Judson (Jud) and Leona Sibbins (formerly Case 01284).

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter, Part VIII, Planning & Development*

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Give Notice of Motion to consider approval of the proposed development agreement, as contained in Attachment A, to allow for a variety of commercial and industrial uses at 5 Sawlers Road and to schedule a public hearing;
2. Approve, by resolution, the discharge agreement as contained in Attachment B to this report, to allow for the discharge of the development agreement applied to 5 Sawlers Road Cobequid Road, Waverley; and
3. Require the discharge agreement be signed by the property owner not later than 120 days from the date the new development agreement has been approved by Council, or any extension thereof granted by the Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including any applicable appeal period for the new development agreement, whichever is later, otherwise this discharge agreement shall be void.
4. Approve the proposed development agreement as contained in Attachment A, to allow for a variety of commercial and industrial uses at 5 Sawlers Road; and
5. Require the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

**BACKGROUND**

An application has been submitted by Jud and Leona Sibbins, to enable additional commercial and light industrial uses at 5 Sawlers Road, Waverley (Maps 1 and 2). The subject property is a former construction storage and maintenance facility and contains 2 commercial buildings which are enabled by a development agreement that was approved by Marine Drive, Valley & Canal Community Council in 2005. The subject property is located in the Community Commercial Designation of the Planning Districts 14 and 17 Municipal Planning Strategy (MPS) which provides for consideration of new uses or expansion of existing uses through the development agreement process in accordance with Policy P-100.

**Location, Designation, Zoning and Surrounding Land Use**

Subject Property	5 Sawlers Road
Location	Near the intersection of Sawlers Road and Rocky Lake Drive.
Designation (Map 1)	Community Centre
Zoning (Map 2)	C-2 (Community Commercial Zone) in the Planning Districts 14 and 17 Land Use By-law
Size of Property	40,185 square feet (3733 m <sup>2</sup> )
Street Frontage	Approximately 203 feet (62 m)
Site Conditions	Slope from east to west with a gradual slope toward an adjacent swampy area
Existing Buildings & Structures	2 storey steel clad industrial type building with 2 industrial garages- ~2400 sq.ft. footprint 1 storey single bay garage – ~900 sq.ft. footprint
Current Land Use(s)	Communication Engineering Office
Surrounding Land Use(s)	Single unit dwellings – to the north and west Commercial offices – to the east Elementary School – to the east Vacant land, swamp and commercial warehouses – to the south
Existing Agreements	5 Sawlers Road and 1495 Cobequid Road – truck maintenance yard.

**Enabling Policy and Zoning Context**

The Community Centre land use designation constitutes the primary areas where commercial and offices uses are encouraged within the Planning Districts 14 and 17 plan area. The C-2 Zone implements this and permits a mix of commercial and residential uses (Attachment D). The property is subject to an existing development agreement which enables the storage of construction equipment and operation of a maintenance facility. This agreement was enabled by the same policy (P-100) that is being considered for the current request.

Policy P-100 (Attachment E) of the MPS allows for the continued use of existing commercial and industrial uses which would not otherwise be permitted, to the extent they existed on the effective date of this plan. Further, it enables the consideration of either a change of use or an expansion of the existing use through a development agreement process and subject to consideration of specific criteria (Attachment E).

**Current Use**

The property has not been occupied on a consistent basis with building vacancies being interrupted by the operation of a truck maintenance facility for a period of time. Currently, the building is occupied by

Turriss Contractors Atlantic, a special trades shop, which services the communication tower industry. This use is not permitted by the existing development agreement and is therefore unauthorized. Complaints concerning the use have not been filed and the matter has not been the subject of a land use compliance investigation. To address this matter, the proposed development agreement authorizes the land use and requires the developer to obtain an occupancy permit for the use within 90 days of the registration of the agreement.

### **Proposal**

The application is for the discharge of the existing development agreement (storage of construction equipment and operation of a maintenance facility) as it applies to this property, and to enter into a new agreement to permit a variety of commercial and light industrial land uses within the existing buildings and on the subject lands. A detailed description of these land uses is provided later in this report.

Further, the adjacent land owner at 1495 Cobequid Road (Eacan Incorporated) has requested the discharge of the remainder of the existing development agreement from their lands. This discharge request is being dealt with under a separate application (Case 16696).

### **Discharge of Development Agreements**

The *Halifax Regional Municipality Charter* provides Council with a mechanism to discharge development agreements. Part VIII, Clause 244, identifies that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The Charter does not require a public hearing for the discharge of an agreement or a portion thereof. A development agreement may be discharged by resolution of Community Council.

### **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and determined that the proposed development is consistent with the MPS. Attachment E provides an evaluation of the proposed development agreement in relation to the relevant MPS policies (P-100 and P-155).

Attachment A contains the proposed development agreement for the subject property and the conditions under which the applicant must comply. The proposed agreement addresses the following matters:

- addition of new lands;
- outdoor storage;
- landscaping;
- hours of operation; and
- parking.

Attachment B contains the proposed discharging development agreement for the subject property which would remove the existing use (truck maintenance yard) as a permitted land use from the lands.

Staff advises that the attached development agreement will permit a commercial development that is appropriate for the site while balancing the needs of the surrounding community. Of the matters addressed by the proposed development agreement, the following have been identified for more detailed discussion.

### **Existing Agreement**

There is an existing development agreement applied to the subject lands and an adjacent parcel (1495 Cobequid Road) which enables storage of construction equipment and operation of a maintenance facility. The lands covered by the agreement are no longer in the original ownership and neither current owner wishes to operate the land use enabled by the existing development agreement. Thus, it is appropriate to discharge the existing development agreement (Attachment B).

### **Appropriate Uses**

Due to the industrial nature of the existing buildings on the lands, and their lack of frontage on major roads in the area (Rocky Lake Drive and Cobequid Road) they are not ideally suited for most commercial land uses permitted in the C-2 (Community Commercial) Zone.

Policy P-100 (Attachment E) enables consideration of either a change of use or an expansion of the existing use. The proposal is to enable uses which are appropriate for the current building and staff have reviewed the I-3 (Light Industrial) in the Planning Districts 14 and 17 Land Use By-law for guidance on light industrial land uses which may be appropriate for the buildings. Staff recommend that in addition to the uses permitted in the C-2 (Community Commercial) Zone, the following uses are appropriate for the existing site and the existing buildings:

- Parking Lot;
- Building Supply Outlet;
- Warehousing;
- Wholesale operations;
- Service Industry<sup>1</sup> not including heavy equipment repair, auto body repair shop, truck depot or paint shop;
- Service and repair of automobiles; and
- Light manufacturing, assembly uses which are not obnoxious.

Land uses such as truck depots, paint shops, heavy equipment repair and auto body shops were specifically excluded due to concerns with compatibility. Further staff have included limits to the number of commercial vehicles on the lands (maximum 10) to restrict the scale of commercial development.

### **Outdoor Storage and Hours of Operation**

MPS policy precludes the establishment of outdoor storage on the lands and the agreement does not permit outdoor storage. All materials shall be stored in the existing buildings or accessory buildings. The agreement enables the establishment of additional accessory buildings. Due to concerns relating to previous land uses on the site, the proposed development agreement contains limits to hours of operation to address concerns of noise and compatibility with nearby residential properties.

### **Environmental Issues relating to the Adjacent Wetland**

The application review identified several environmental issues with the existing and proposed development. As a result, the applicant has agreed to include the following measures in the proposed development agreement:

- the creation of a vegetated strip along the western property line to protect the nearby swampy area;
- landscaping of and the placement of a barrier around the existing septic field;
- requirement to ensure all activities except vehicle storage are contained within the buildings on site; and
- limitations on the storage of heavy equipment and prohibitions on heavy equipment repair.

Further, a portion of the site is located within the standard 20m (66 feet) watercourse buffer. Due to the fact that activity in this specific area of the site pre-dates the requirement for a buffer or setback, the proposed development agreement enables activity to continue in this area.

Based on the proposed measures, staff advise that all environmental concerns are adequately addressed in the proposed agreement.

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<sup>1</sup> As defined by the LUB for Planning Districts 14 & 17, "SERVICE INDUSTRY" means a building or part of a building in which the primary function is to provide services such as maintenance or limited processing, and which may include, as a manor or accessory function, the provision of supplies, merchandise or wares directly related to the services provided, and without limiting the generality of the foregoing, may include a public garage including an engine and body repair shop, a printing establishment, a laundry or cleaning establishment, a wholesale bakery, a paint shop, plumbing shop, sheet metal shop, a truck depot and similar uses.

### **Traffic**

A Traffic Impact Statement (TIS) was provided for this application which indicated the proposed development would likely create less traffic than the previous land use (storage of construction equipment and operation of a maintenance facility). The study also indicated the access to the site and adjacent intersection with Rocky Lake Road met minimum safety standards. Further, the study stated "site generated trips are not expected to have any significant impacts on the level of performance of Rocky Lake Drive".

Members of the public expressed concern with the safety of an access to Cobequid Road which existed prior to the ownership of the lands changing. This access no longer exists and the issue is no longer relevant. Concerns were also expressed regarding the amount of trucks and heavy equipment accessing the site when previously used as a truck maintenance yard. As a means of addressing these concerns, the proposed development agreement does not permit the establishment of a truck maintenance yard and limits have been placed on the maximum number of commercial vehicles permitted on the site.

### **Conclusion**

Staff advise that, the proposed discharging agreement (Attachment B) and proposed development agreement (Attachment A) for 5 Sawlers Road are consistent with the applicable policies of the MPS (Attachment E). Therefore, staff recommends that North West Community Council approve the proposed discharging development agreement and the proposed development agreement as included within this report.

### **FINANCIAL 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. The administration of the Agreement can be carried out within the approved budget with existing resources.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy.

The level of community engagement was consultation, achieved through a public information meeting held on July 8, 2009. Attachment C contains a copy of the minutes from the meeting. Notices of the Public Information Meeting were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 2. Further, an additional mail out was completed in the summer of 2011 to identify if surrounding property owners had any additional issues.

A public hearing must be held by Community Council before they can consider approval of a development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be advised of the public hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing. A public hearing is not required for the discharge of a development agreement. The decision to discharge a development agreement is made by resolution of Community Council.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners, community or neighbourhood organizations, and business and professional associations.

## **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all relevant environmental policies contained in the SPS. No additional concerns were identified beyond those discussed in this report.

## **ALTERNATIVES**

1. Council may choose not to discharge the existing development agreement and therefore, development of the property would remain subject to the conditions of the development agreement. This is not recommended.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant a supplementary staff report and the need to hold a second public hearing. A decision of Council to approve a development agreement is appealable to the NS Utility and Review Board as per Section 262 of the *HRM Charter*.
3. Council may choose to refuse the proposed development agreement and in doing so, must provide reasons why the agreement is not reasonably consistent with the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Attachment A:	Development Agreement
Attachment B	Discharge Agreement
Attachment C:	Minutes from Public Information Meeting on July 8, 2009
Attachment D:	C-2 (Community Commercial) Zone Requirements
Attachment E:	Review of Relevant Planning Districts 14 and 17 MPS Policies

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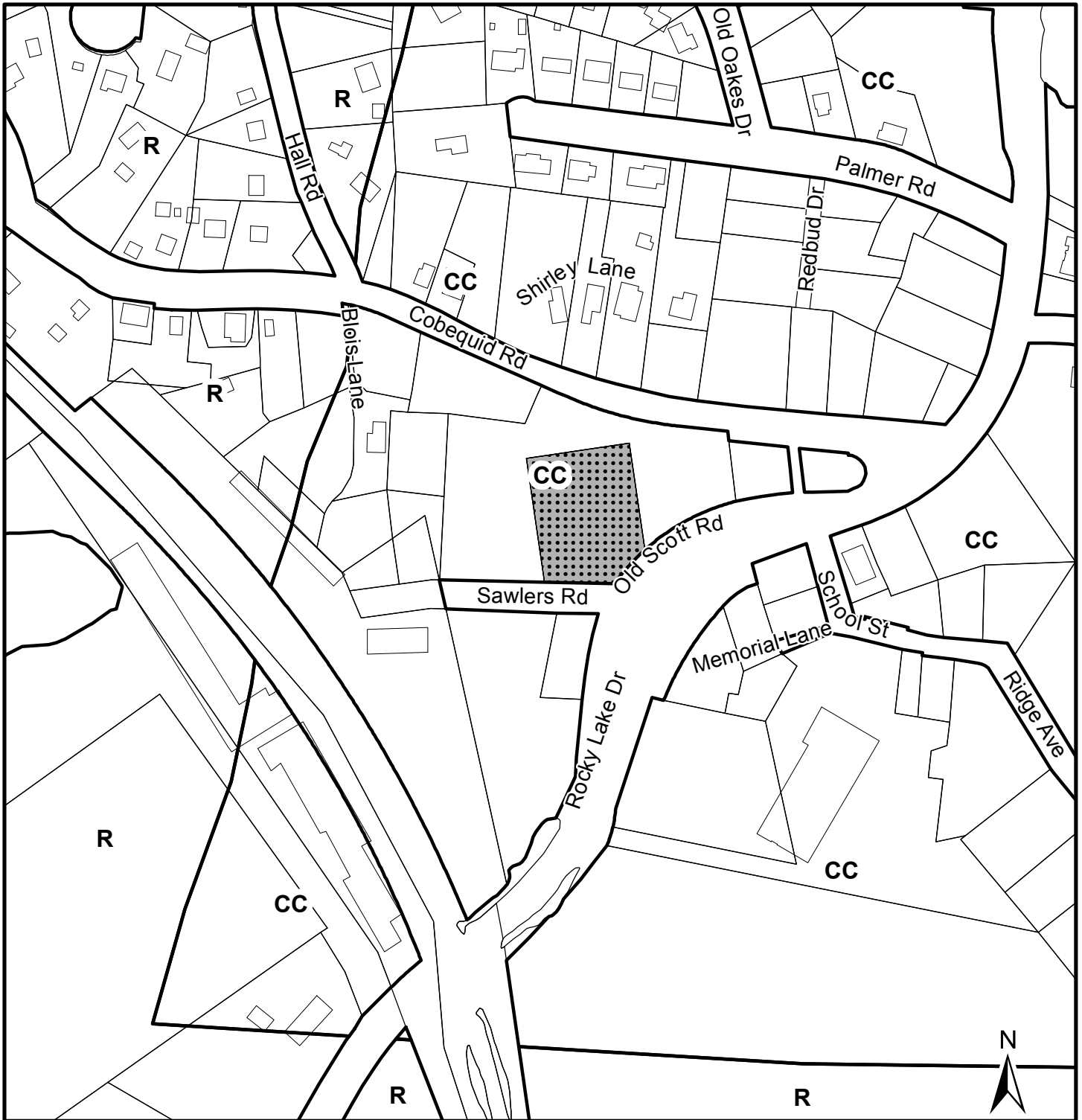
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Andrew Bone, Senior Planner, Development Approvals, 902.490-6743

Original signed

Report Approved by: \_\_\_\_\_  
Kelly Denty, Manager of Development Approvals, 902.490-4800


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**Map 1 - Generalized Future Land Use**

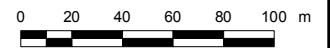
5 Sawlers Road  
Waverley

**HALIFAX**

 Subject Property

**Designations**

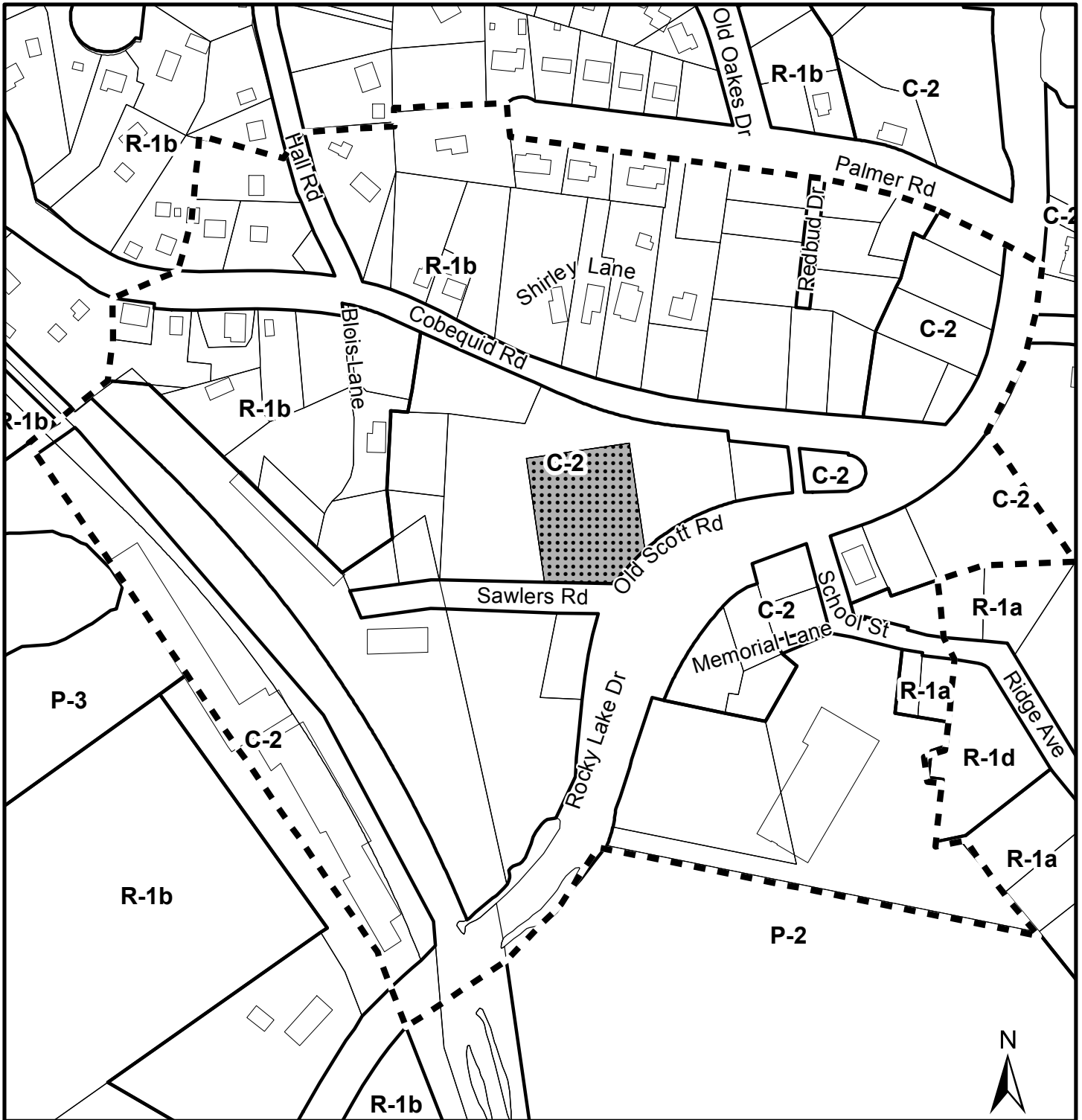
- R Residential Designation
- CC Community Centre Designation



Planning Districts 14 & 17  
(Shubenacadie Lakes) 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

5 Sawlers Road  
Waverley

 Subject Property


 Area of notification

Planning Districts 14 & 17  
(Shubenacadie Lakes) By-Law Area

### Zones

- R-1a Single Unit Dwelling Zone
- R-1b Suburban Residential Zone
- R-1d Residential Auxiliary Dwelling Zone
- C-2 Community Commercial Zone
- P-2 Community Facility Zone
- P-3 Park Zone

0 20 40 60 80 100 m



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

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



**Attachment A**  
**Proposed Development Agreement**

THIS AGREEMENT made this                    day of                    , 2015,

BETWEEN:

**(Insert Registered Owner Name)**  
an individual, in **(Insert County or Municipality)**,  
in the Province of Nova Scotia

-and-

**(Insert Registered Owner Name)**  
an individual, in **(Insert County or Municipality)**,  
in the Province of Nova Scotia  
(hereinafter both jointly called the "Developer")

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY**  
a municipal body corporate, in the Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 5 Sawlers Road, Waverley and identified as PID# 40607194 which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Municipal Council of Halifax County Municipality entered into a development agreement to allow for the construction of a new building and the continuation of the use of the property as a Storage Yard for construction materials and a maintenance facility for construction equipment on the Lands, which said development agreement was registered at the Registry of Deeds in Halifax as Document Number (45782) in Book Number (5645) at Pages (84 to 95) (hereinafter called the "Original Agreement");

**AND WHEREAS** the Marine Drive Valley and Canal Community Council previously approved the discharge of the Original Agreement on November 30, 2005;

**AND WHEREAS** the Marine Drive Valley and Canal Community Council entered into a development agreement to allow for the expansion of a Storage Yard for construction materials and a maintenance facility for construction equipment on the Lands on November 30, 2005, which said development agreement was registered at the Registry of Deeds in Halifax as Document Number (84626440) hereinafter called the "Existing Agreement");

**AND WHEREAS** the Owner has requested that the Existing Agreement be discharged;

**AND WHEREAS** the North West Community Council approved, by resolution, this request to discharge the Existing Agreement at a meeting held on **[INSERT - Date]**, referenced as Municipal Case Number 16742 which said discharge agreement was registered at the Registry of Deeds in Halifax as Document Number **(insert number)**;

**AND WHEREAS**, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the North West Community Council approved this request at a meeting held on **[INSERT - Date]**, referenced as Municipal Case Number 16742 to allow for new commercial / light industrial land uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy P-100 of the Planning Districts 14 and 17 Municipal Planning Strategy and Section 3.6 of the Planning Districts 14 and 17 Land Use By-law;

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

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## **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 Planning Districts 14 and 17 and the Regional Subdivision By-law, as may be amended from time to time.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

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

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

## **1.5 Costs, Expenses, Liabilities and Obligations**

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

## **1.6 Provisions Severable**

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

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number (16742):

Schedule A	Legal Description of the Lands(s)
Schedule A-1	Map of Lands
Schedule B	Site Plan (0012840-01)

### **3.2 General Description of Land Use**

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

- (a) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Planning Districts 14 and 17 as amended from time to time.
- (b) Subject to the terms of this agreement, the following additional uses are permitted:
  - Parking Lot
  - Building Supply Outlet
  - Warehousing
  - Wholesale operations
  - Service Industry not including heavy equipment repair, auto body repair shop, truck depot or paint shop
  - Service and repair of automobiles
  - Light manufacturing, assembly uses which are not obnoxious.

3.2.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Planning Districts 14 and 17 Land Use By-law, as amended from time to time.

3.2.3 All uses shall be conducted and wholly contained within a building or accessory building.

### **3.3 Building Alterations and Accessory Buildings**

3.3.1 The Developer shall not alter the location or size of the Existing Buildings, as illustrated on Schedule "B", unless this Agreement is amended in accordance with the provisions of Part 6 so as to allow such alteration.

3.3.2 Accessory buildings up to a maximum combined area of 1200 square feet (111.5 m<sup>2</sup>) shall be permitted subject to the terms of the Planning Districts 14 and 17 Land Use By-law, as amended from time to time. Further, accessory buildings shall be located in the north west corner of the site, adjacent the existing main buildings and not exceed a height of 35 feet (10.7m).

### **3.4 PARKING, CIRCULATION AND ACCESS**

3.4.1 The parking area shall be sited as shown on Schedule B.

3.4.2 The parking area shall be hard surfaced or gravelled.

3.4.3 The parking area shall provide a minimum of 13 parking spaces for staff and customers.

3.4.4 A maximum of 10 commercial vehicles shall be permitted on the Lands at any time.

3.4.5 The Developer shall park only in the areas illustrated on the Schedule B as "Vehicle Storage Area";

3.4.6 All access shall be through the existing driveway located on Sawlers Road.

3.4.7 No additional access driveways to the Lands shall be permitted unless this Agreement is amended pursuant to Part 4 so as to permit such change or additional access.

3.4.8 A barrier of large rocks, concrete barrier or fencing shall be placed around the existing septic field to prevent vehicles from parking or driving on the septic field.

3.4.9 A barrier of large rocks, concrete barriers or fencing shall be to prevent vehicles form driving between Building A and B and the northern property line as shown on Schedule B.

3.4.10 Parking shall be permitted on and access shall be permitted through areas which are identified on Schedule B as the 66 foot (20m) setback from the wetland.

### **3.5 OUTDOOR LIGHTING**

3.5.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.6 LANDSCAPING**

3.6.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.6.2 The Developer shall landscape the Lands in accordance with the following requirements:

- (a) existing trees and vegetation along the northern and western property lines shall be maintained;
- (b) a new landscaped buffer shall be planted along the western property line. This buffer shall include a four foot (1.2m) wide grassed area (sodded or seeded) adjacent the property line. Further the developer shall plant a minimum of six new coniferous or deciduous trees within this landscaped buffer. All trees shall be planted a minimum of 16 feet (4.8m) on centre. The Development Officer may permit various tree varieties in consultation with the Urban Forester;
- (c) trees when planted, shall be at least 6.56 feet (200 cm) in height;
- (d) fencing and barriers shall be installed as per Section 3.4; and
- (e) grass sodding or seeding shall be provided over the existing septic field;

3.6.3 Upon completion of the landscaping, the Developer shall submit to the Development Officer a letter prepared by a qualified person certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.6.4 All landscaping (listed above) shall be completed within one (1) year of the date of registration of this agreement with the N.S. Registry of Deeds.

### **3.7 SIGNS**

3.7.1 The sign requirements shall be accordance with the Planning Districts 14 and 17 Land Use By-law as amended from time to time.

### **3.8 SCREENING**

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

### **3.9 HOURS OF OPERATION**

3.9.1 No activity related to the operation of land uses subject to Section 3.2.1 b) shall be conducted on the Lands except between the hours of 7:00 a.m. to 8:00 p.m., Monday to Saturday inclusive. Notwithstanding, the Developer may conduct internal office administration work beyond the permitted hours of operation.

3.9.2 Activities permitted by the existing zone, as amended from time to time, shall be subject to Provincial legislation.

3.9.3 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 8:00pm.

### **3.10 OUTDOOR STORAGE**

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

3.10.2 The Developer shall store all materials and equipment used in connection with all land uses within the existing buildings or accessory buildings.

3.10.3 Derelict vehicles are not permitted to be stored on the Lands.

3.10.4 Non-operating vehicles are not permitted on the lands unless associated with an automotive repair land use. Further, where non-operating vehicles are permitted, they shall be stored in area which is screened from view by opaque fencing and not visible from a public street or residential property.

### **3.11 PERMITTING**

3.11.1 The Developer shall apply for an occupancy permit for the existing land use within 90 days of the registration of this agreement at the Registry of Deeds or Land Registration Office.

### **3.12 MAINTENANCE**

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

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### *General Provisions*

4.1.1 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 the Development Engineer prior to undertaking the work.

### *Off-Site Disturbance*

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

### *On-Site Septic*

4.3.1 The Lands shall be serviced through the existing privately owned and operated septic system. The Developer agrees to provide the Development Officer with a copy of all permits, licences, and approvals required by the NS Environment when there is a change in use of the buildings.

### *Solid Waste Facilities*

4.4.1 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.

4.4.2 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 affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

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

### *Erosion and Sedimentation Control and Grading Plans*

5.2.1 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 Lands until the requirements of this clause have been met and implemented.

## **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 provisions; and
- (b) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

### **6.2 Substantive Amendments**

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

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

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

### **7.3 Commencement of Development**

7.3.1 For the purpose of this section, commencement of development shall mean registration of this agreement at the Registry of Deeds.

### **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 Planning Districts 14 and 17, 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 one year 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 30 days written notice of the failure or default, then in each such case:

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



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

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

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

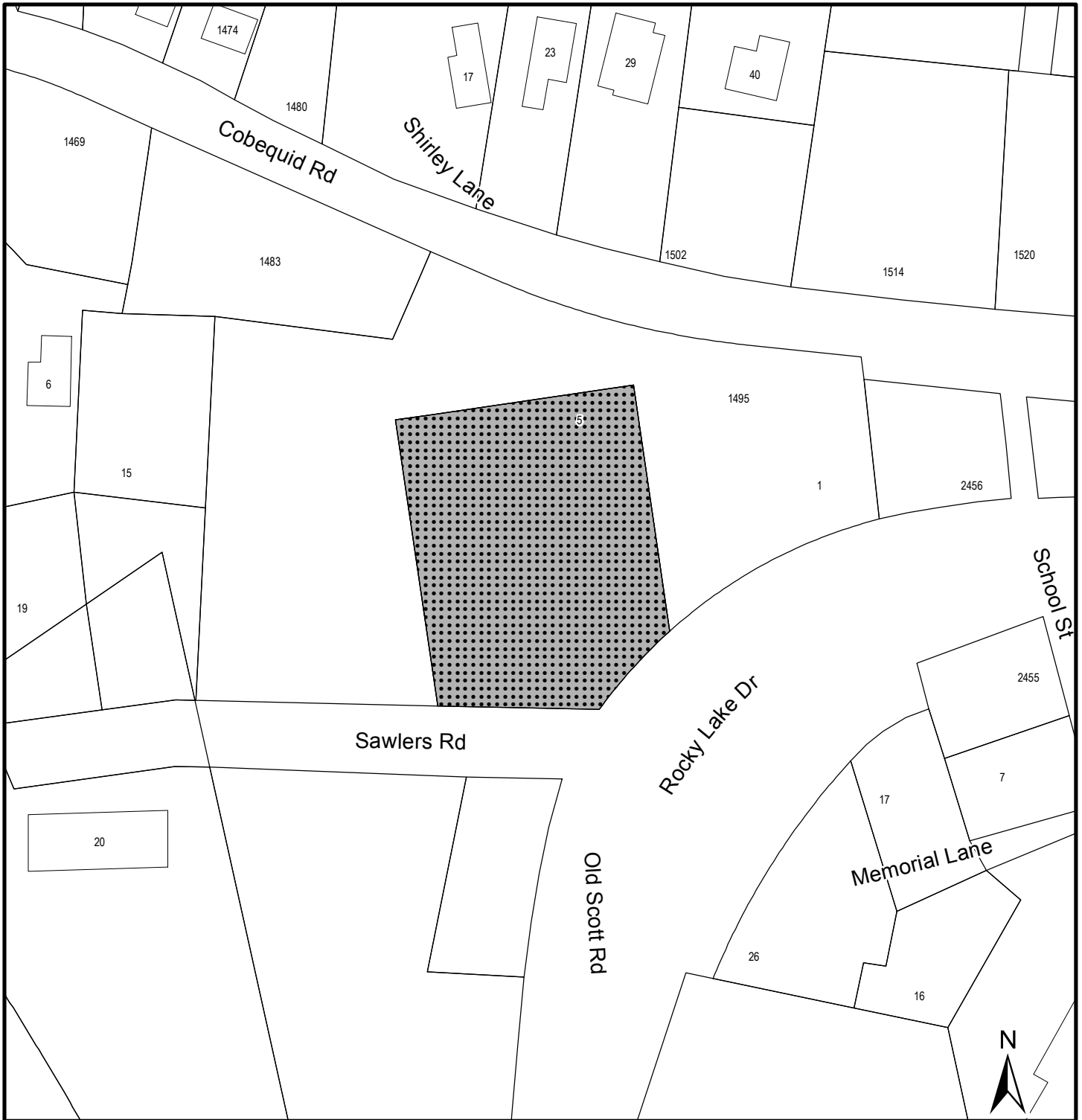
**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MAYOR


\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

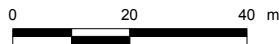


**Schedule A-1 - Map of Subject Lands**

5 Sawlers Road  
Waverley

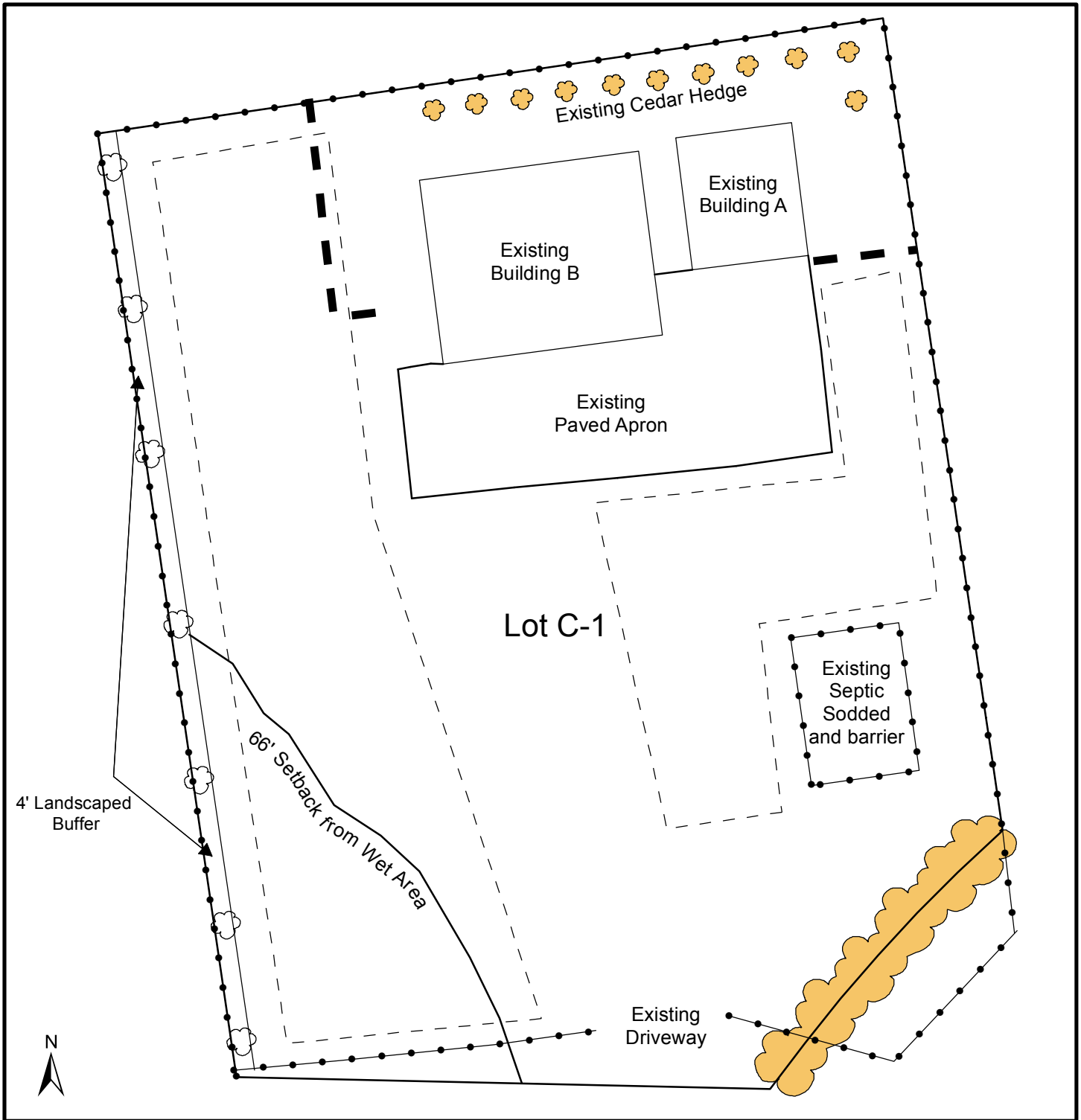
 Subject Lands

**HALIFAX**



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

Planning Districts 14 & 17  
(Shubenacadie Lakes) Plan Area

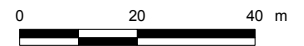


**Schedule B - Site Plan**

5 Sawlers Road  
Waverley

**HALIFAX**

- Existing Fence
- █ Existing Concrete Barrier
- - - - Vehicle Storage Area
- ☁ Proposed Trees
- 🌻 Existing Cedar Hedge
- 🌿 Existing Vegetation



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

Planning Districts 14 & 17  
(Shubenacadie Lakes) By-Law Area

**Attachment B  
Proposed Discharge Agreement**

THIS DISCHARGE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015,

BETWEEN:

**(Insert Registered Owner Name)**

an individual, in **(Insert County or Municipality)**, in the Province of Nova Scotia

-and-

**(Insert Registered Owner Name)**

an individual, in **(Insert County or Municipality)**, in the Province of Nova Scotia  
(hereinafter both jointly called the "Developer")

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY**

a municipal body corporate, in the Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 5 Sawlers Road, Waverley and identified as PID# 40607194 which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

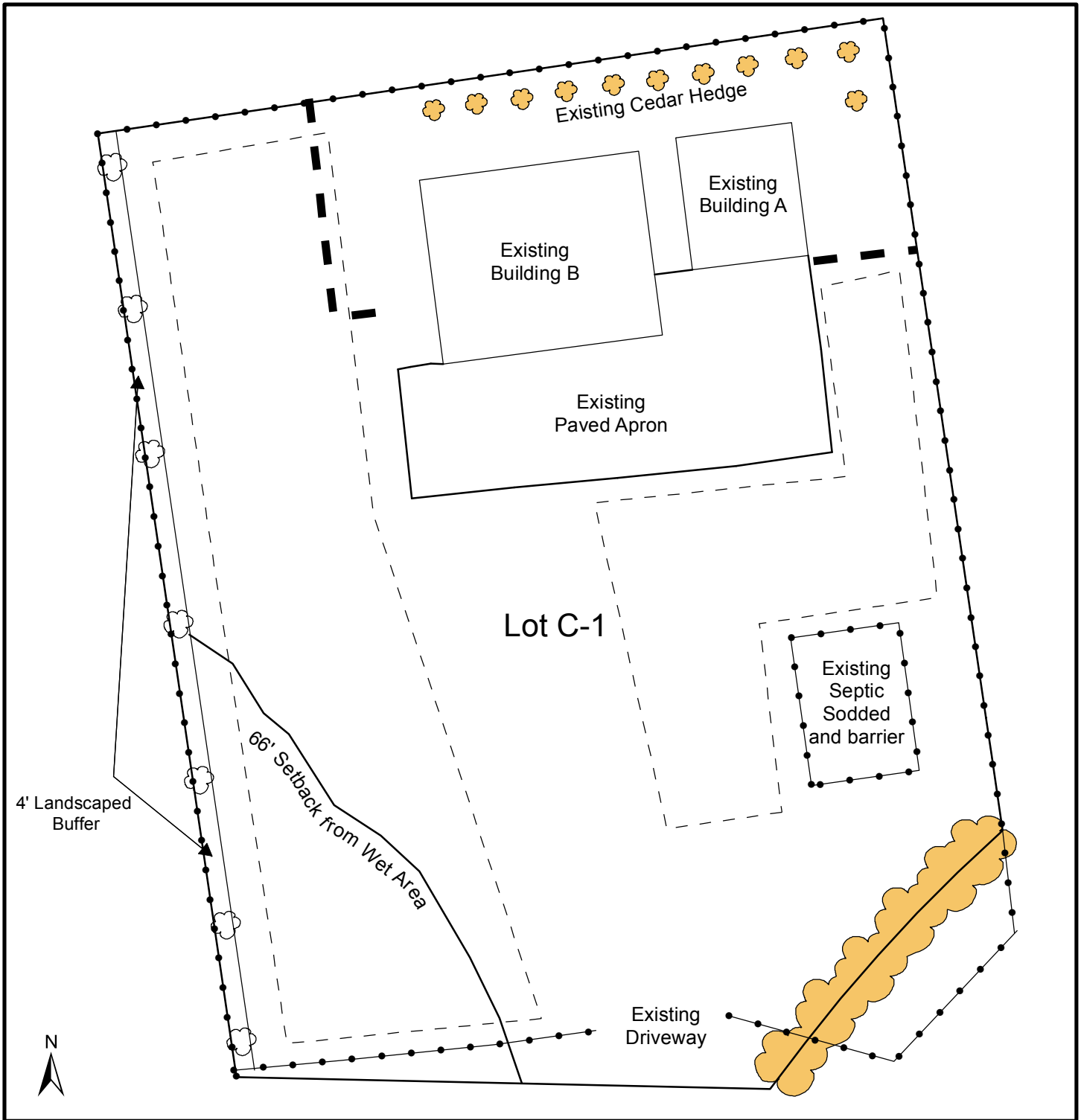
**AND WHEREAS** the Municipal Council of Halifax County Municipality entered into a development agreement to allow for the construction of a new building and the continuation of the use of the property as a Storage Yard for construction materials and a maintenance facility for construction equipment on the Lands, which said development agreement was registered at the Registry of Deeds in Halifax as Document Number (45782) in Book Number (5645) at Pages (84 to 95) (hereinafter called the "Original Agreement");

**AND WHEREAS** the Marine Drive Valley and Canal Community Council previously approved the discharge of the Original Agreement on November 30, 2005;

**AND WHEREAS** the Marine Drive Valley and Canal Community Council entered into a development agreement to allow for the expansion of a Storage Yard for construction materials and a maintenance facility for construction equipment on the Lands and 1495 Cobequid Road (PID# 40607186), Waverley on November 30, 2005, which said development agreement was registered at the Registry of Deeds in Halifax as Document Number (84626440) hereinafter called the "Existing Agreement");

**AND WHEREAS** the Owner has requested that the Existing Agreement be discharged from the Lands (5 Sawlers Road - PID# 40607194);

**AND WHEREAS**, pursuant to the procedures and requirements contained in the *Halifax Municipality Charter*, the North West Community Council approved this request, by resolution, at a meeting held on [**INSERT - Date**], referenced as Municipal Case Number 16742;

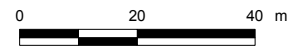


**Schedule B - Site Plan**

5 Sawlers Road  
Waverley

**HALIFAX**

- Existing Fence
- — — — — Vehicle Storage Area
- ☁ Proposed Trees
- ✿ Existing Cedar Hedge
- █ Existing Concrete Barrier
- Existing Vegetation



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

Planning Districts 14 & 17  
(Shubenacadie Lakes) By-Law Area

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

1. The Existing Agreement is hereby discharged as it applies to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Planning Districts 14 and 17 Land Use By-law, as amended from time to time.

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

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owners Names)**

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

**Attachment C:  
Minutes from Public Information Meeting on July 8, 2009**

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO.01284 - DA Discharge/New Development Agreement for 5 Sawler Road**

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**7:00 p.m.  
Wednesday, July 8, 2009  
Waverley Legion, Waverley**

**STAFF IN**

**ATTENDANCE:**

Andrew Bone, Planner, HRM Planning Services  
Holly Kent, Planning Technician, HRM Planning Services  
Jennifer Little, Planning Controller, HRM Planning Services

**ALSO IN**

**ATTENDANCE:**

Councillor Barry Dalrymple, District 2  
Jud Sibbins (Applicant)

**PUBLIC IN**

**ATTENDANCE:**

17

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The meeting commenced at approximately 7:00 p.m.

1. Opening remarks/Introductions

Mr. Andrew Bone introduced himself as the planner guiding this application through the process.

HRM has received an application to amend the existing Development Agreement at 5 Sawler Road. I will give you some background information on the proposal. This property has no frontage on Cobequid Road. We are here to receive feedback on the proposal, and no decisions will be made tonight.

Mr. Bone stated that Councillor Barry Dalrymple will be joining us a little later on tonight.

Mr. Bone, then introduced the applicant Jud Sibbons, Jennifer Little, the Planning Controller who will be taking the minutes, and Holly Kent the Planning Technician who will be taking care of any technical problems we may have tonight.

2. Overview of proposal and planning process

Viewed Slide of Subject Property:

Mr. Bone stated that the property we are talking about here tonight is approximately 40, 185 sq. ft. It fronts on Sawler Road and Old Scott Road and is surrounded by another parcel of land that has frontage on Cobequid Road. It is currently zoned C-2, which is a commercial zone that allows for offices, retail stores, and other limited commercial uses. There is an existing Development Agreement on the property, and also an agreement on the adjacent property. You may be familiar with Paddy Excavating as a former owner. The existing Development Agreement covers both properties.

The site was formally a construction yard (Paddy Excavations) which operated excavation equipment, snow plows, and ran an office from this site and the adjacent property. The existing agreement is no longer relevant to the existing sites. It was tailored towards Paddy's Excavation operations. The suggestion was to discharge the current development agreement, and create a new one for 5 Sawler Road.

Viewed Slide of Previous Site Plan:

Mr. Bone indicated that the outlining in red, includes the property that we are speaking about tonight. The development agreement covers the entire parcel. The DA allowed the operation of a construction maintenance yard and under the current zone the office building constructed was permitted along the Cobequid Road.

Mr. Bone discussed the adjacent property which is now owned by ECAN Limited (operate offices in the building), is currently still under the same DA, and stated that the new owner is also requesting the discharge of the DA and revert back to the C-2 zone. A Development Agreement is a legal construct that allows land use to occur, in addition to the policies in the Land Use By-law. The Municipal Planning Strategy (MPS) policy lays out when and where a property owner can apply for a development agreement and outlines items that can be considered under a Development Agreement. When Council looks at a development agreement, their decision is usually a yes or no, or they can also suggest changes if there is a public concern. Council has to consider matters of concern.

The current existing MPS policy which is P-100 applies to properties that are designated Community Commercial, and allows commercial or light industrial uses on the property subject to a development agreement.

Development agreements looks at a number of issues like traffic, compatibility with adjacent uses, noise, hours of operation, outside storage.

Mr Bone provided an overview of the planning application process. Mr. Bone refers to the slide showing the previous Site Plan. Outlined in Red are the lands owned by Jud Sibbins (Applicant). The land surrounding the property is owned by ECAN Limited and is part of the former Paddy's property. The reason we are referencing both properties, is due to the Agreement which currently exists, covering both parcels. Mr. Bone refers to the slide showing the site 5 Sawler Road and references the use of the buildings on the site and the entrances off of Old Scott Road/Sawler Road. On the property there are two buildings. There is a garage/office and a small accessory building (Garage). The site is accessed from Sawler Road, with a Sawler Road civic address. Because the properties are now under separate ownership, there is no more access to Cobequid Road. All of the access to this site is from Sawler Road.

Mr. Bone refers to slides showing a photo of the current site from Cobequid Road, and then Sawler Road. We are looking at discharging the old agreement, and looking at negotiating a new Development Agreement for just the property shown on the slide as 5 Sawler Road. The new owner of the building is a building owner. He is looking at leasing the building to clients with a reasonable list of uses and is looking for a list of uses that would work within the community, and place the terms and conditions that will accompany the listed uses within the development agreement. Mr. Bone reviewed the list of uses that are permitted under the existing zoning (C-2) and development agreement. Mr. Bone stated that he came up with a list of uses (for discussion purposes) that could be considered as part of this proposal. The applicant was not involved with compiling this list, it was more my list of uses that I wanted to bring forth.

Mr. Bone viewed the proposed uses that could be considered on the site and identified past concerns and type of uses that can take place on the site. This site is within the core of Waverley and has potential to impact people within their residence. Traffic was an issue for Cobequid Road (which is no longer an issue), Noise (spoke about previous issues on the site), Hours of Operation (depends on the type of business), External Activity (activity outside the building, should it occur), Outdoor Storage (we really don't want to encourage outside storage), and Compliance (previous history of owner).

### 3. Questions/Comment

Mrs. Reberta Hilton, Sawler Road; Environmental issues should be addressed sitting next to the Marsh?

Mr. Bone explained that the environment can be an issue. The previous agreement, stated that if any expansion of the site was to take place, that the owners were required to treat the run off from the site,



and construct a swale and a small settling pond. Mr. Bone explained the issues that HRM had with the previous owner. The property we are dealing with tonight, does not touch the neighboring marsh area.

Mrs. Hilton - If we were going to look at an auto/boat repair station. Does these type of uses have environmental regulations?

Mr. Bone responded that yes the province regulates these type of uses, and gave examples of situation, which are regulated by the province, and what role HRM would play as well.

Mrs. Hilton commented that she lives next to the march, adjacent to these properties, and has concerns for her property being contaminated.

Gentleman - Concerned for wildlife within the marsh, if a major spill was to occur.

Mr. Bone commented that from a land use perspective, the size use is being scaled back and should reduce the risk of contamination. I cannot guarantee that it could never happen, but limiting the use, we hopefully will limit the risk. The uses that are being proposed tonight are reasonable, and will attract other industries that will hopefully minimize the risk.

Mrs. Hilton described how many birds and wildlife do live in the marsh.

Mr. Bone introduced Councillor Barry Dalrymple and asked if he would like to comment on the situation.

Councillor Dalrymple asked two questions:

Is appearance under external activity?

Mr. Andrew Bone commented that there is always a general maintenance section to our agreements, and we require that all sites be in good repair. Outdoor storage has a lot to do with external appearance. How the yard is maintained? The quality of the building?

Councillor Dalrymple; Hours of operation, do we have rights to suggest hours of operation?

Mr. Bone stated that we can regulate the hours of operation.

Councillor Dalrymple commented on the many concerns that the community residence had in the past, for this site, and wants to ensure it does not happen again.

Mr. Bill Fraser, Shirley Lane - Does not want to look out his window and see an eye sore. My big concern is HRM is trying to change the zoning over to something else.

Mr. Bone stated that they are trying to change the DA, it is an addition to the zoning. With the additional uses, HRM can place additional conditions on the property. Development agreements are much more regulated then other land uses will be.

Mr. Bill Fraser- concerned that once a business is established, what happens if these same issues occur again?

Mr. Bone - the additional uses would not fall under the zoning, it would be under the legal agreement, which the property owner is bound to the agreement. HRM would not be going after the tenant, it would be the land owners responsible for issues. Mr. Bone described issues with the past owner, and the fact that there were little complaints regarding the activity on the property. It is up to the residence to call HRM and inform us of any concerns with the operation of a business on the property. Mr. Bone stated that is why we are here tonight, we need to know what your concerns are, so we can address any of these issues within the agreement.

Mr. Bill Fraser and another gentlemen asked how are we going to control what goes in there?

Mr. Bone replied that we can put a specific list of uses within the agreement with terms and conditions that can control those uses.

Mr. Irving stated that he has a letter from Dave and Fay Clark, June 10, 2002 regarding a complaint about shrubbery around the site.

Mr. Bone stated that he had spoken to the Clark's regarding the complaint, and the previous owner did not follow through with the terms of his agreement.

Mr. Irving - How do you expect us to believe that this agreement will follow through with the terms set out in that agreement? If we know what is going to go onto the site, and what is going to be regulated, then I am not against progress. We don't want what is currently there, in the middle of our community, in the state that is there.

Mr. Bone referenced a slide with a picture of the site;

Mr. Bone and Mr. Irving discussed the conditions of the site now, and reviewed the conditions under the original agreement.

Mr. Bone stated that the previous owner went bankrupt, 2-3 days after the new DA was signed. The conditions of the new agreement was not put in place due to this fact. It took a couple of years to negotiate the terms of the new contract.

Mr. Gary Warner - Terms and conditions should be signed up front.

Mr. Dave MacDonald, Lakewood Drive- Clarification on some of your points. You list C-2 types of business. There is only one that stands out, and that is the Construction Maintenance Yard.

Mr. Bone- stated that the Construction Maintenance Yard is there because it is currently allowed under the existing DA.

Mr. MacDonald - I understand that why we are here is because the new land owner is not satisfied with the list of permitted uses under the current C-2 zoning.

Mr. Bone - commented that the type of buildings on the site, does not suite any of the uses permitted, so we are trying to figure out what is an appropriate use considering what is currently on the property.

Mr. MacDonald and Mr. Bone had a length discussion regarding how industrial the use has been in the past, and what type of light industrial would the community permit on this site. Do any of these uses offend the community.

Mr. MacDonald stated that the community does not want any light industrial use, because they come with noise, fumes, dust, environmental pollution, etc. I don't believe that this type of use should be permitted and don't know what type of use could go into the building without causing any of these issues?

Mr. Bone listed a potential tenant that had come forth, interested in renting the property. Playground construction company that assembles playground equipment. They would assemble the equipment and ship/receive stock.

Mr. Gary Warner, Fall River - Family has property adjacent to this site. Concerned about night trucks, fumes from equipment. Any kind of light industry that is going to be going in there which causes an odor, will effect people in the adjacent area.

Mr. Bone - Any light manufacturing or processing does not work for the site. Maybe assembly might work better.

Mr. Gary Warner- better than any light industrial use.

Mr. Bone - stated that the reason why he had a big question mark beside the construction Maintenance, is because the use would be the worst case scenario. The existing agreement currently allows for it, but maybe the community wants to get rid of the use. Heating ventilation type business which is smaller in size that uses small van, small scale that can be housed within the existing buildings.

Mr. Gary Warner stated that you could allow smaller scale uses. However, if you have a steady for 8 hours, you will smell the fumes.

Mr. Bone -as long as we keep the size down to the existing buildings, I don't believe the site will have a steady flow of fumes.

Mr. Gary Warner - If a company occupies the site, that we do not want there, is there a way to get rid of the use?

Mr. Bone - stated the current and future owners of the property are bound by terms in the agreement. If the owner does not abide by the agreement, then HRM will take them to court.

Mr. Warner - The agreement should be put in place before a business owner comes in!

Gentlemen - asked if the existing owner have a tenant already lined up?

Mr. Bone answered no.

Mr. Bill Fraser - The property owner is going to look after the future tenants on the property?

Mr. Bone stated that Yes he could, because it is his property. I don't believe that some of the uses that are permitted now, do not work on that site in its current condition.

Mr. Bill Fraser - who will control the property owner, as to who he rents too?

Mr. Bone - HRM does not concern themselves with who occupies the property, we go after the property owner. HRM would go to the property owner, and the property owner would address the issues with the tenant. HRM enforcement has increased over the past few years.

Mr. Dave Clark commented on the noise complaints from the property and the lack of response that he and the other residence received.

Mr. Bone stated that the RCMP controls the noise bylaw.

Mr. Dave Clark stated that there were several complaints regarding the noise on the site, and no one came out to investigate it. What will make any future enforcement any better?

Mr. Bone restated that our enforcement has become a lot better, with staff and lawyers. Spoke of how the enforcement has grown, and how the lack of complaints, hinders HRM from enforcing our bylaws.

Mr. Dave Clark spoke of how the RCMP did not take the complaint seriously.

Councillor Dalrymple- we are all aware of the past situation on this lot, but I ask that we don't dwell on the past. Enforcement has changed and we have several companies going to court at this moment.

Mr. Bone - The courts order the property owners to come into compliance. It takes a long time to take these companies, property owners to court, but we do it.

Mr. Barry Irving - We don't want garbage in the middle of our community. That is the biggest issue at this moment.

Mr. Bone - this is our opportunity and councils opportunity to influence the process.

Mrs. Reberata Hilton - Would Mr. Sibbins entertain providing a phone number for community to submit complaints to him.

Mr. Jud Sibbins - I purchased the property 3 years ago, and was not aware there was any issues with the property. We are trying to scale the size of the operation down, so the community is happy. We were going to plant scrubs, etc to help improve the site. We don't want to have a hassle!

Spoke of how much they have heard about this Paddy Excavation, and we are tired of hearing about this issue as well.

Mr. Bone - Staff report will be drafted and given to Council for first reading. This is always three weeks in advance before the public hearing. Please contact me to view the report, and have a read. Before the night of the public hearing. You can voice your opinion on the report, and I can forward your concerns to Council. You can bring your issues before council before a decision is made on the application.

Councillor Dalrymle - Can we get a consciences on hours of operation, within the development agreement.

Mr. Bone - what is in the agreement now, is hours of operation is 7am -9pm. Hours outside of that, the RCMP can issue tickets. Mr. Bone also advised that there should be no external activities on the property.

Discussion on how to regulate the tailgate banging, etc.

Mr. Barry Irving- Entrance for the new school? Concerns of narrow road.

Mr. Bone discussed the conditions of the road and the size of the trucks currently using the road with some parties attending the meeting.

Mr. Bone and attendees of the meeting discussed the type of business that should not be on the site. Dump trucks, and transport trucks should not be allowed on the site, due to the condition of the road. Managing the land use, will manage the truck traffic.

Mrs. Hilton - stated that as long as they can manage the truck use on the road, then she would not have to much of a problem with a business being there.

Mr. Bone stated that he will address concerns with traffic services. Local truck bylaw permits the trucks on the road, if you have a reason to be there. We can deal with this issue by minimizing the land use, and manage it through the agreement.

Gentlemen asked if we can go through the uses that are on the previous slide to see which ones are appropriate for this site.

Mr. Bone referred to the slide and commented that all of these uses listed on the slide are currently permitted uses under the Land Use Bylaw, except for the Construction Maintenance yard which is currently allowed under the DA.

Participates suggested office uses, seniors home, residential building, or home.

Mr. Bone -The buildings on the property will not complement the uses, unless the property owner wants to do that type of use. I don't believe that this is the case.

Gentlemen raised concerns regarding visibility of the land.

Mr. Bone- Landscaping and fencing can minimize the impact of the visibility of the site.

Mrs. Hilton - Question regarding Landscaping cost. Land scraping would be nice, but at a large cost to the property owner. Being realistic with what they can plant. You want some type of landscaping that will eventually grow, to hide the site.

Mr. Bone stated we could allow landscaping to happen for the future. We don't want any significant amount of outside storage. Mr. Sibbins and I have already discussed this issue at length.

Mr. Sibbins stated that we need to review new tenants with HRM. Permission needs to be granted for different land uses.

Mr. Gary Warner - When did this start?

Mr. Bone commented that it has always been HRM's policy to have the tenant come into the office and receive permits for their operations on a site. We look at compliance with the development agreement, and how they operate to ensure it fits with the agreement, and the land use. Mr. Bone stated that the owner of the property has to manage it, to ensure it agrees with the DA.

Mr. Warner - In the past, the property owners did what they wanted to, and when HRM found out about it later, it is very hard to reverse what they had already done (lot grading in mind).

Mr. Bone commented that the lot grading was approved by the department of environment. Mr. Bone gave an example of an experience where a wetland was partially filled. HRM and DOE was involved with a stop order, and restoration will take place.

Gentlemen stated that we are here tonight to try and identify the type of business that are not wanted!

Mr. Bone commented that he is here also to find out what type of business the community wants. If you let me know what type of business that you don't want on the site, that also helps me make a list.

Gentlemen stated he would not like to see a tire shop, trailers with containers, and heavy light industry.

Mrs. Hitlon - The building is specific to a certain group of tenants.

Mr. Sibbins stated that special trade shops could use the building. A repair shop is currently in there.

Mr. Bone commented that special trade shops, and speciality warehousing would be a good idea for the site. With special trade shops, you are only dealing with a limited amount of vehicles.

Mr. Irving asked if the owner of the site has a vision as to what he wants?

Mr. Sibbins commented that the company that is in their now is what we are looking for. In the community there is a machine shop, and a windmill. It is low profile, and we are not trying to upgrade. We are trying to downgrade what was there before.

Mr. Bone stated that the agreement is going to be half the scale that it currently is, and will respond to the size of the area. Mr. Bone stated that this will potentially get rid of the land use that gave the community troubles in the past.

Mrs. Hilton stated that the Maintenance Construction Yard is not welcomed. I can not visualize the building.

Mr. Bone briefly discussed the layout of the inside of the buildings on the lot.

Mrs. Hilton stated that the speciality trade shops that you are referring to, and the business that is currently occupying the site, I am fine with! Auto repair might cause problems. Light manufacturing with fumes might travel.

Mr. Bone commented that most repair shops are very clean and have large number of regulations to follow.

#### **4. Closing comments**

Mr Bone state that the next step in the process is to take the comments from tonight's meeting, and send them through to our internal review, Development Officers, etc. We will then meet with the applicant and negotiate a draft agreement to meet the needs of the applicant and HRM. A staff report will be prepared with the draft agreement attached, the minutes from tonight's meeting, and present it to Council. Issues from tonight, or future issues with be provided to Council. Recommendations will be made to Council, and Council will decide if a public hearing will be scheduled. If Council decides to hold a public hearing, the report becomes available to the public for review.

Councillor Dalrymple commented that Council tries to have them in the community affected.

Mr. Bone- Send your concerns to the clerk, by letter or email before 3pm on the day of the meeting. Contact the Councillor, or myself to discuss any concerns. They will bring the issues forward to Council. Council will approve or refuse the application, and issues brought forth to Council can change the decision of Council. Notices get send out if a public hearing is scheduled. You may call me at any time to get an update on the progress of the application. Please ensure you have your name on the sign in sheet, for any future notices.

Thank you for coming out!

#### **5. Adjournment**

The meeting adjourned at approximately 8:55 p.m.

**Attachment D**  
**C-2 (Community Commercial) Zone Requirements**

**PART 13: C-2 (COMMUNITY COMMERCIAL) ZONE**

**13.1 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  
Banks and financial institutions  
Restaurants  
Funeral establishments  
Greenhouses and nurseries  
Guest homes  
Taxi depots  
Medical, dental, and veterinary offices and clinics  
Existing service stations  
Craft shops

Residential Uses

Single unit dwellings  
Two unit dwellings

Community Uses

Open space uses  
Institutional uses  
Fraternal centres and halls

**13.2 C-2 ZONE REQUIREMENTS: COMMERCIAL USES**

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

Minimum Lot Area:

Central water and sewer services	10,000 square feet (929 m <sup>2</sup> )
Other	40,000 square feet (3,716 m <sup>2</sup> )

Minimum Frontage:

Central water and sewer services	75 feet (22.9 m)
Other	100 feet 30.5 m)

Minimum Front or Flankage Yard

20 feet (6.1 m)  
30 feet (9.1 m) where front or flankage yard is abutting Highway #2

Minimum Rear or Side Yard

Central water and sewer services	8 feet (2.4 m)
Other	20 feet (6.1 m)

Maximum Lot Coverage

35 per cent

Maximum Height of Main Building

35 feet (10.7 m)

13.3 OTHER REQUIREMENTS: COMMERCIAL FLOOR AREA

Notwithstanding the provisions of Part 13.2, no commercial building within any C-2 Zone shall exceed ten thousand (10,000) square feet (930 m<sup>2</sup>) of gross floor area.

13.4 OTHER REQUIREMENTS: COMMERCIAL USES

Where uses are permitted as Commercial Uses in any C-2 Zone, the following shall apply:

- (a) No open storage or outdoor display other than the display of plants shall be permitted.
- (b) No portion of any lot shall be used for the collection or storage of refuse unless the refuse containers are screened.

13.5 OTHER REQUIREMENTS: ABUTTING YARDS

Where the rear or side yard of any commercial use in any C-2 Zone abuts any Residential or Community Facility Zone, the minimum rear or side yard shall be 30 feet (9.1 m) and no parking, loading or accessory structures shall be permitted within the required yards unless a visual barrier is provided, in which case the minimum rear or side yard shall be 20 feet (6.1 m).

13.6 OTHER REQUIREMENTS: REDUCED FRONT YARD

Notwithstanding the provisions of Part 13.2, the minimum front yard may be reduced to fifteen (15) feet where no parking or loading facilities are located within the required front yard.

13.7 OTHER REQUIREMENTS: REDUCED PARKING REQUIREMENTS

Notwithstanding Part 4.25 where the main building is constructed within fifteen (15) feet of the road right-of-way in accordance with the provisions of Part 13.6, the overall parking requirements for commercial uses within the structure may be reduced by a maximum of fifteen (15) per cent.

13.8 C-2 ZONE REQUIREMENTS: COMMUNITY USES

In any C-2 Zone, where uses are permitted as Community Uses, no development permit shall be issued except in conforming with Part 22.

13.9 C-2 ZONE REQUIREMENTS: RESIDENTIAL USES

In any C-2 Zone, where uses are permitted as Residential Uses, no development permit shall be issued except in conformity with Part 7.



**Attachment E**  
**Review of Relevant Planning Districts 14 and 17 MPS Policies**

	<b>Policy Criteria</b>	<b>Comment</b>
	<p><b>P 100</b>  <i>Notwithstanding Policy P 95, within the Community Centre Designation, it shall be the intention of Council to provide for the continued use of existing commercial and industrial uses which would not otherwise be permitted, to the extent they existed on the effective date of this plan. It shall be the intention of Council to consider either a change of use or an expansion of the existing use according to the provisions of Sections 55, 66, and 67 of the Planning Act. In considering such an agreement, Council shall have regard to the following:</i></p>	
(a)	<p><i>that the use is entirely enclosed within a structure and does not involve the processing or production of hazardous, toxic or dangerous materials;</i></p>	<p>The development agreement requires that activities be conducted within the existing buildings or accessory buildings with the exception of outside parking. Processing or production of hazardous, toxic or dangerous materials (classified as obnoxious uses) will not be permitted by the development agreement.</p>
(b)	<p><i>that the expansion or change of use be accommodated on the existing site;</i></p>	<p>The proposed change in use will be confined to the existing site.</p>
(c)	<p><i>that the expansion or change of use maintains an acceptable level of compatibility with surrounding lands in terms of traffic generation, noise, outdoor storage, scale and intensity of operation;</i></p>	<p>The proposed uses will result in a decrease in intensity of use, outdoor storage, noise and traffic generation as compared to the existing agreement on the site. The proposed change in use and new agreement results in new controls which result in a higher level of compatibility with adjacent residential and commercial land uses.</p>
(d)	<p><i>the provision of adequate measures for the long-term maintenance of the use; and</i></p>	<p>Maintenance of the site is required by the proposed agreement.</p>
(e)	<p><i>the provisions of Policy P-155.</i></p>	<p>See below.</p>
	<p><b>P-155</b>  <i>In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies in this Plan, Council shall have appropriate regard to the following matters:</i></p>	
(a)	<p><i>That the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations;</i></p>	<p>The proposed agreement conforms with the intent of all MPS policies and the municipal by-laws and regulations.</p>

	<b>Policy Criteria</b>	<b>Comment</b>
(b)	<p><i>that the proposal is not premature or inappropriate by reason of:</i></p> <p><i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i></p> <p><i>(ii) the adequacy of central or on-site sewerage and water services;</i></p> <p><i>(iii) the adequacy or proximity of school, recreation or other community facilities;</i></p> <p><i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i></p> <p><i>(v) potential for damage to or for destruction of designated historic buildings and sites.</i></p>	<p>The proposal does not create any costs to the Municipality. The developer is responsible for all costs.</p> <p>The proposed development is not serviced with sewer services and is presently served with central water. Water services can be maintained with the existing system. The existing sanitary septic system was designed and installed for a more intensive uses. Approval from NSE will be required for the change in use.</p> <p>The proposal is not residential in nature and as a result does not draw upon school or recreation facilities.</p> <p>The adjacent road networks are adequate to handle the proposal.</p> <p>The site does not contain historic buildings or sites.</p>
(c)	<p><i>that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <p><i>(i) type of use;</i></p> <p><i>(ii) height, bulk and lot coverage of any proposed building;</i></p> <p><i>(iii) traffic generation, access to and egress from the site, and parking;</i></p> <p><i>(iv) open storage;</i></p> <p><i>(v) signs; and</i></p> <p><i>(vi) any other relevant matter of planning concern.</i></p>	<p>The proposed agreement enables land uses which reduce the conflict with adjacent land uses as compared with the existing development agreement.</p> <p>No new buildings are proposed. Existing buildings have limited height, bulk and lot coverage.</p> <p>Proposed uses are anticipated to have a lesser impact than the land use permitted by the existing agreement. Access to the site is maintained through the Sawlers Road access and there is adequate parking on the site for the existing scale of development and proposed land uses.</p> <p>Open storage is not permitted by the development agreement.</p> <p>Signs will be regulated by the Planning District 14 and 17 Land Use By-law under the provisions of the C-2 Zone.</p> <p>No other matters identified.</p>

	<b>Policy Criteria</b>	<b>Comment</b>
(d)	<i>that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility or flooding.</i>	The proposed site is adjacent a wetland but is suitable for development. The proposal alters permitted uses on an existing developed site.
(e)	<i>Within any designation, where a holding zone has been established pursuant to Infrastructure Charges - Policy P-64F, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the Infrastructure Charges Policies of this MPS.</i>	Not applicable.