

**North West Planning Advisory Committee  
January 9, 2013**

**TO:** Chair and Members of North West Planning Advisory Committee  
Original Signed

**SUBMITTED BY:** \_\_\_\_\_  
Brad Anguish, Director of Community and Recreation Services

**DATE:** December 14, 2012

**SUBJECT:** **Case #17531: MPS Amendment & Development Agreement for a  
Fraternal Centre at 40 Sandy Lake Road, Beaver Bank**

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**ORIGIN**

- Application by the Beaver Bank Kinsac Lions Club
- April 17, 2012 motion of Regional Council to initiate the process to consider amending the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Land Use By-law to enable the consideration of a Fraternal Centre at 40 Sandy Lake Road, Beaver Bank

**LEGISLATIVE AUTHORITY**

- *HRM Charter*; Part VIII, Planning & Development

**RECOMMENDATION**

It is recommended that North West Planning Advisory Committee recommend that Central Community Council:

1. Schedule a joint public hearing with Halifax Regional Council to give First Reading to consider the proposed amendments to the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Land Use By-law as set out in Attachments A and B of this report and the proposed development agreement as set out in Attachment C of this report; and
2. Recommend that Halifax Regional Council approve the proposed amendments to the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Land Use By-law as set out in Attachments A and B of this report.

**RECOMMENDATIONS CONTINUED ON PAGE 2**

Contingent upon the adoption by Halifax Regional Council of the above Municipal Planning Strategy and Land Use By-law amendments and those becoming effective under the *Halifax Regional Municipality Charter*, it is further recommended that North West Planning Advisory Committee recommend that Central Community Council:

3. Approve the proposed development agreement as set out in Attachment C of this report; and
4. Require the 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.

### **EXECUTIVE SUMMARY**

The Beaver Bank Kinsac Lions Club has submitted an application to permit the operation of their existing fraternal centre located at 40 Sandy Lake Road, Beaver Bank. The current zoning does not permit a fraternal centre and there are no policy options within the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy to enable the consideration of a fraternal centre on the subject property by way of rezoning or development agreement.

It is the opinion of staff that the subject property has characteristics which make it a suitable location for the consideration of a fraternal centre. However, in order to minimize potential land use conflict with surrounding residential development, staff feel the appropriate planning tool to consider this request is through a development agreement enabled under a site specific policy (Attachments A and C).

A Public Information Meeting (PIM) was hosted by the North West Planning Advisory Committee on June 18, 2012. Those in attendance were fully in support of this application. A copy of the PIM minutes is attached as Attachment F.

### **BACKGROUND**

The Beaver Bank Kinsac Lions Club, the owners of the property at 40 Sandy Lake Road in Beaver Bank, are seeking to legalize the use of the property as a fraternal centre. The current zoning does not permit this use and Municipal Planning Strategy does not contain any policies which would to enable Council to consider a fraternal centre at this location. Therefore, permitting the existing fraternal centre at 40 Sandy Lake Road may only be considered through a plan amendment.

#### ***Application History***

After acquiring the property in 2007, the applicant attempted to address this matter by approaching the local Community Council. On January 16, 2008, Marine Drive, Valley and Canal Community Council passed a motion to request staff initiate a planning process. Case #01116 was initiated by Regional Council on July 8, 2008 and a public information meeting (PIM) was held on October 6, 2008. However, as Case # 01116 was a Council-initiated

application, staff was not supplied with the necessary information (site plan, traffic impact statement, etc.) to properly review and analyze the request. The information required was not provided at that time and subsequently the case was cancelled in March 2010. A fraternal centre has been operating on the property since 2007 without approval from HRM. There are no complaints concerning the operation on file and a land use compliance investigation has not been pursued.

***The Subject Property:***

The subject property is generally described as follows:

- located on the north side of Sandy Lake Road in close proximity to the Beaver Bank Road within the community of Beaver Bank (Maps 1 and 2);
- designated Mixed Use A under the Generalized Future Land Use Map (Map 1) of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS) and designated Rural Commuter under the Regional Plan;
- zoned MU-1 (Mixed Use 1) under the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law (LUB) (Map 2);
- 1.66 hectares (4.11 acres) in area;
- 114.5 m (375.5 ft.) of road frontage on Sandy Lake Road;
- contains a main building which is approximately 93 m<sup>2</sup> (1,000 sq.ft.) and two accessory buildings, both approximately 18 m<sup>2</sup> (192 sq.ft.) in floor area;
- surrounded by existing low density residential development (single and two unit dwellings);
- contains mature trees which screen the property from the surrounding residential uses; and
- was previously used as a commercial bus depot.

***The Proposal***

The applicant is seeking an amendment to the MPS & LUB to allow the use of the subject property for their fraternal organization, the Lions Club.

The main building on the property is used as a meeting hall (Lion's den). Two meetings are held per month; a Board of Directors meeting on the second Tuesday and a general meeting on the third Wednesday. Fundraising suppers also occur every Friday night as well as occasional special events such as a New Year's Day levy, Remembrance Day brunch, and birthday parties. There are currently no plans to expand the existing building, however, the applicant has indicated that they are seeking flexibility in the regulations to accommodate any future opportunities.

**DISCUSSION**

***Existing Plan Policy***

The MPS addresses fraternal centres as they relate to community halls and centres and discusses how fraternal centres more closely resemble commercial clubs than traditional community centres. This is due to the fact that they are more likely to have longer and more regular hours of operation as well as a regular clientele. The MPS policy directs that fraternal centres be considered through the C-4 (Highway Commercial) Zone where they are listed as a permitted use in the LUB.

The MPS does contain a policy (Policy P-24) under which a property designated Mixed Use A or B may be considered for rezoning to the C-4 Zone. Staff examined this possibility and determined that the subject property cannot meet the rezoning policy criteria as the subject property does not have direct access to a collector highway. As no other policy exists to permit a fraternal centre on the subject property, an amendment to the MPS is required to authorize the existing fraternal centre at this location.

### ***Rationale for Plan Amendment***

While the existing plan policy does not permit the consideration of a fraternal centre, it is the opinion of staff the property has characteristics which make it a suitable location for the proposed use for the following reasons:

- it contains mature trees along all property lines which, in conjunction with the size of the property and scale of the use, ensure adequate buffering from adjacent residential properties;
- it is of an adequate size to accommodate its parking needs;
- it is in close proximity to a highway collector (the Beaver Bank Road); and
- the current zoning of the property permits a wide range of uses which can be found in Attachment D, including full-service restaurants which could have a similar land use impact as a fraternal centre.

### ***Proposed Policy***

It is the opinion of staff the appropriate planning tool to enable the existing fraternal centre is through a development agreement. Staff recommend the MPS be amended to include site-specific development agreement criteria which give regard to the potential for adversely affecting surrounding residential development, the retention of mature vegetation to serve as a buffer between abutting properties, and hours of operation (Attachments A and B).

### ***Proposed Development Agreement***

It is the opinion of staff that the development agreement provided as Attachment C of this report satisfies the intent of the proposed MPS policy P-22A (Attachment A), and the implementation policy P-137 (Attachment E). While the proposed development agreement is consistent with the intent of the proposed plan amendment, staff have identified the following issues for specific discussion:

#### ***Compatibility with Adjacent Land Uses***

Foremost in assessing this request is the consideration of how the operation of a fraternal centre could affect the surrounding residents. The primary concerns with respect to land use compatibility of a fraternal centre with residential development are noise and traffic. Through the provisions discussed below regarding tree retention and hours of operation, staff feels these concerns can be adequately addressed.

To ensure compatibility with the built form of the surrounding residential development the proposed development agreement requires the building used for the fraternal centre comply with the MU-1 Zone as set out in the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law. The building currently meets these requirements, however, including this provision in the development agreement will ensure that any future building, or expansion to the existing

building, will be developed under the same regulations which apply to the surrounding properties.

#### *Tree Retention Area*

As mentioned previously, the subject property contains mature trees. This feature serves to buffer sound and visual impact on the site from the surrounding residential properties. To ensure any potential conflict between the surrounding properties and the fraternal centre is minimized, the development agreement requires the existing trees be protected through the establishment of a tree retention area along the property boundaries. The site plan included within the development agreement (Schedule B of Attachment C), illustrates the required tree retention area.

#### *Hours of Operation*

The *HRM Charter* allows a development agreement to contain terms with respect to hours of operation. In the case of a proposed fraternal centre, this is necessary to reduce land use conflict between the fraternal centre and the surrounding residential neighbourhood. The development agreement presented in Attachment C includes hours of operation under which the fraternal centre is permitted to operate. These hours are proposed as seven (7:00) am to eleven (11:00) pm, daily.

#### *Traffic*

Policy contained within P-137 (Attachment E) directs that consideration be given with regard to the adequacy of road networks leading to the development and the impact of the proposed use on traffic generation, access to and egress from the site, and parking.

A traffic impact statement (TIS) which was submitted in support of this application has been reviewed by HRM Traffic and Right-of-Way Services and HRM Development Engineering. Based on the findings of the TIS and its review by HRM staff, it is staff's opinion that the proposal complies with the traffic provisions of the policy. Specifically, the TIS concluded that the operation of a fraternal centre at the subject property is not expected to have any noticeable impact on traffic operations in the area and that most trips would occur on Friday evenings. The TIS also concluded that there is good visibility of the existing driveway from both directions.

With respect to parking, given the centre's functions relative to food service, the proposed development agreement requires an equal amount of parking be provided as per that of a full service restaurant. This results in 20 parking spaces being required for the operation and there is adequate space on site to accommodate this requirement.

#### *Subdivision of the Lands*

No subdivision of the land has been proposed by the applicant; however, given the intent of the proposed policy to reduce potential land use conflict between the fraternal centre and surrounding residential properties, the proposed development agreement requires any future subdivision to proceed as a substantive amendment to the agreement. This will ensure any future subdivision occurs in a manner that is sensitive to the adjacent residential uses.

***Conclusion***

Given the characteristics of the subject property, amending the MPS to allow the consideration of a development agreement to legalize the fraternal centre is considered reasonable. The development agreement contained within Attachment C is consistent with the proposed policy presented in Attachment A and provides sufficient measures to ensure any potential land use conflicts with surrounding residential development are minimized.

**FINANCIAL IMPLICATIONS**

There are no financial 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**

Community engagement was consistent with the HRM Community Engagement Strategy, the *Halifax Regional Municipality Charter*, and the Public Participation Program approved by Council in February, 1997.

The level of community engagement was consultation, achieved through a Public Information Meeting held on Monday June 18, 2012 (see Attachment F for minutes). Notices of the Public Information Meeting were posted on the HRM website, in the newspaper, and mailed to property owners within the notification area as shown on Map 2.

A joint public hearing must be held by Regional Council and North West Community Council before they can consider approval of any amendments to the MPS and LUB or the approval of a development agreement. Should Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposed Municipal Plan Amendment will potentially impact the following stakeholders: local residents and property owners.

**ENVIRONMENTAL IMPLICATIONS**

The proposal meets all relevant, environmental policies contained in the Beaver Bank, Hammonds Plains and Upper Sackville MPS and LUB. Please refer to Attachment E of this report for further information.

**ALTERNATIVES**

The North West Planning Advisory Committee could recommend that Central Community Council recommend that Halifax Regional Council:

1. Approve the proposed amendments to the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Land Use By-law as outlined in this report and presented in Attachments A and B. This is the recommended alternative.
2. Modify the proposed amendments to the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Land Use By-law as presented in Attachments A and B. If this alternative is chosen, specific direction regarding the requested modifications and amendments is required. Substantive amendments may require another public hearing be held before approval is granted.
3. Refuse the amendments to the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Land Use By-law as presented in Attachments A and B. This is not the recommended course of action.

**ATTACHMENTS**

Map 1	Generalized Future Land Use Map
Map 2	Zoning Map
Attachment A	Proposed Amendment to the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy
Attachment B	Proposed Amendment to the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law
Attachment C	Proposed Development Agreement
Attachment D	Excerpts from the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law
Attachment E	Excerpts from the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Policy Review
Attachment F	Public Information Meeting Minutes

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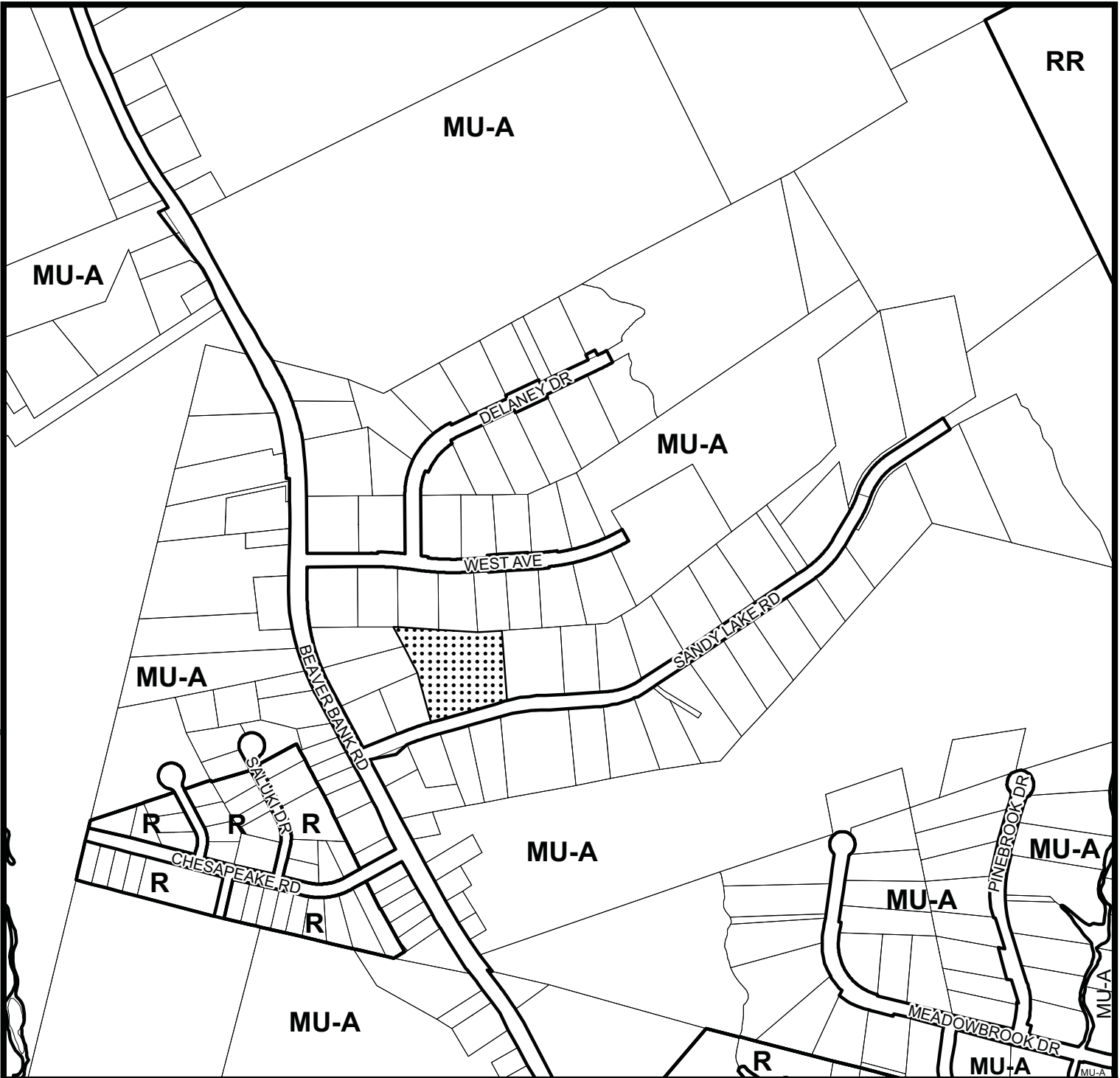
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Jacqueline Bélisle, Planner 1, 869-4262

**Original Signed**

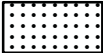
Report Approved by: Kelly Dent, Manager of Development Approvals, 490-4800

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**Map 1**  
**Generalized Future Land Use**

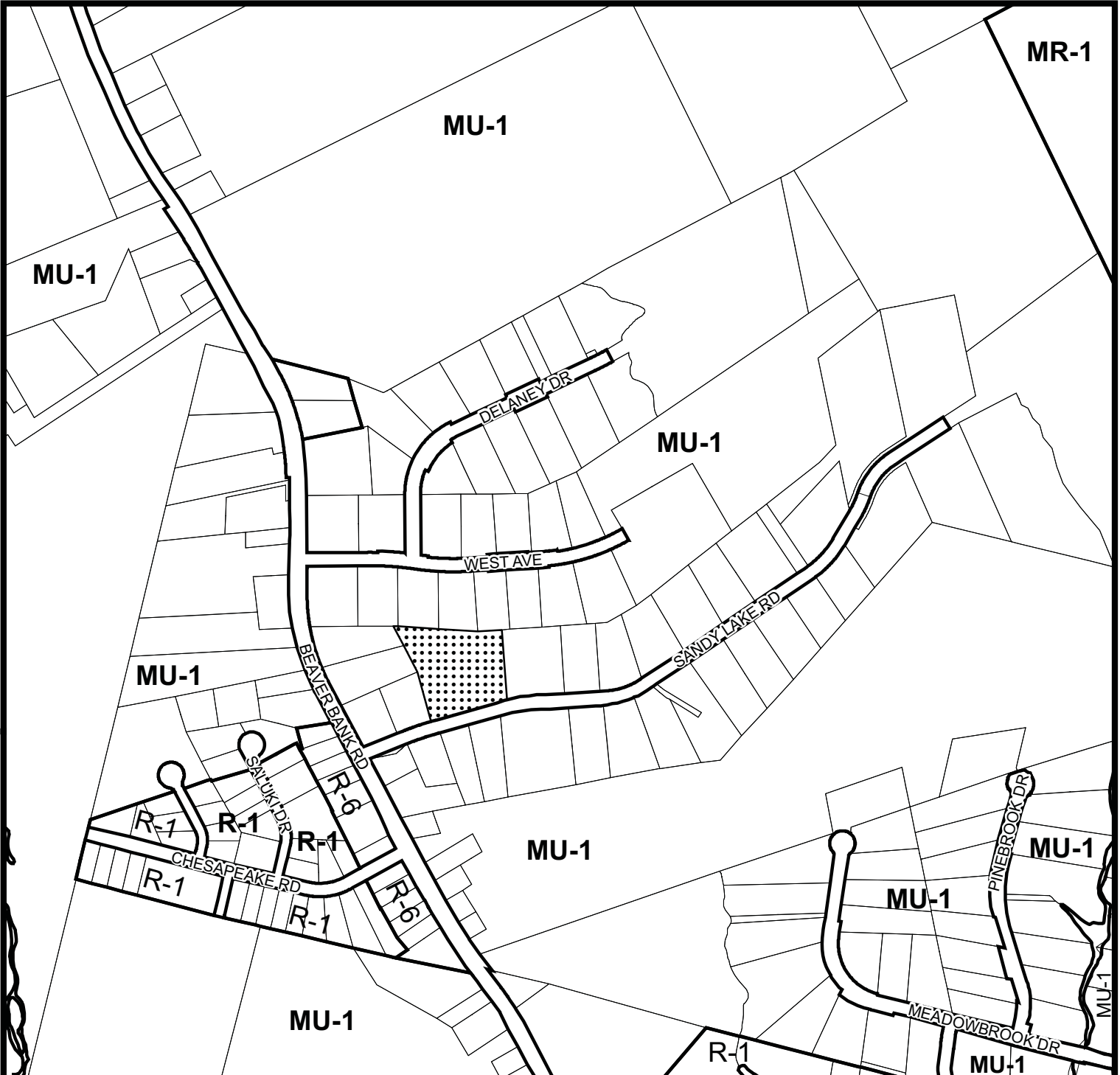
**HALIFAX**  
 REGIONAL MUNICIPALITY  
 Planning Services

 Subject Property

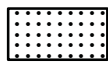
- R Residential Designation
- RR Rural Resource Designation
- MU-A Mixed Use A Designation







**Map 2  
Zoning**

 Subject Property

- R-1 Single Unit Dwelling Zone
- R-6 Rural Residential Zone
- MU-1 Mixed Use 1 Zone
- MR-1 Mixed Resource Zone

**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services



**Attachment A**  
**Amendments to the Beaver Bank, Hammonds Plains and Upper Sackville  
Municipal Planning Strategy**

BE IT ENACTED by the Regional Council of the Halifax Regional Municipality that the Municipal Planning Strategy for Beaver Bank, Hammonds Plains & Upper Sackville as adopted by Regional Council on the 9<sup>th</sup> day of November, 1999 and approved by the Minister of Municipal Affairs on the 4<sup>th</sup> day of May, 2000, which includes all amendments thereto which have been adopted by the Halifax Regional Municipality and are in effect as of the [insert date of hearing] is hereby amended as follows:

1. Insert the following text after policy P-22 and before “Commercial Development – Mixed Use A and B Designation”:

40 Sandy Lake Road in Beaver Bank (PID 40256273) is a 4.11 acre property which was previously used commercially as a bus depot. The Beaver Bank Kinsac Lions Club acquired the property in 2007 to establish a fraternal centre. The property is ineligible for the consideration of the Highway Commercial Zone under Policy P-24 as it does not have direct access to a collector highway. However, the property does have many features that would make it a suitable location for a fraternal centre including its large size, proximity to the Beaver Bank Road, and mature vegetation.

P-22A:

It shall be the intention of Council to consider permitting a fraternal centre by development agreement on the property known as 40 Sandy Lake Road (PID #40256273), in accordance with the *Halifax Regional Municipality Charter*, and having regard to the following:

- (a) the potential for adversely affecting surrounding residential development;
- (b) the retention of mature vegetation to serve as a buffer between abutting properties;
- (c) the hours of operation; and
- (d) the provisions of Policy P-137.

2. Amend policy P-135 by inserting the following text after subsection (a)(vi) and before subsection (b)

(vii) a Fraternal Centre at 40 Sandy Lake Road according to policy P-22A

I HEREBY CERTIFY that the amendments to the Beaver Bank, Hammonds Plains & Upper Sackville Municipal Planning Strategy, as set out above, were duly passed by a majority vote of the Halifax Regional Municipal Council at a meeting held on the day of \_\_\_\_\_, 2013.

GIVEN under the hand of the Clerk and the Corporate Seal of the Halifax Regional Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Municipal Clerk

**Attachment B**

**Amendments to the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law**

BE IT ENACTED by the Regional Council of the Halifax Regional Municipality that the Land Use By-law for Beaver Bank, Hammonds Plains & Upper Sackville as adopted by Regional Council on the 9<sup>th</sup> day of November, 1999 and approved by the Minister of Municipal Affairs on the 4<sup>th</sup> day of May, 2000, which includes all amendments thereto which have been adopted by the Halifax Regional Municipality and are in effect as of the [insert date of hearing] is hereby amended as follows:

1. Amend Part 3 Section 3.6(a) by inserting the text “P-22A,” following text “P-19,” and before the text “P-26A”.
  
2. Amend Part 3 Section 3.6 by inserting the following text after Section 3.6(c) and before “As provided for in the Regional Municipal Planning Strategy for Halifax Regional Municipality, the following uses may be considered by development agreement on lands designated Rural Commuter, except in the Beaver Bank/ Hammonds Plains Growth Control Area:”:
  - (d) A Fraternal Centre at 40 Sandy Lake Road, Beaver Bank

I HEREBY CERTIFY that the amendments to the Beaver Bank, Hammonds Plains & Upper Sackville Land Use By-law, as set out above, were duly passed by a majority vote of the Halifax Regional Municipal Council at a meeting held on the      day of      , 2013.

GIVEN under the hand of the Clerk and the Corporate Seal of the Halifax Regional Municipality this      day of      , 2013.

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Municipal Clerk

**Attachment C**  
**Proposed Development Agreement**

THIS AGREEMENT made this      day of **[Insert Month]**, 2013,

BETWEEN:

**Insert Name of Corporation/Business LTD.**  
a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 40 Sandy Lake Road, Beaver Bank 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 a fraternal centre on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to policy P-22A of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Section 3.6(d) of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law;

AND WHEREAS the Central Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 17531;

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

**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION****1.1 Applicability of Agreement**

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

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

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

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

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

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, 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 17531:

#### ***List all applicable Schedules:***

Schedule A    Legal Description of the Lands  
Schedule B    Site Plan – 17531-01

### **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.

**3.3 General Description of Land Use**

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

- (a) A Fraternal Centre, as shown on Schedule B and as set out in this Agreement.
- (b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville as amended from time to time.

**3.4 Detailed Provisions for Land Use**

3.4.1 The building and accessory buildings shall be developed in conformance with Section 13.3 (MU-1 Zone Requirements: Other Uses) and 13.5 (Other Requirements: Commercial Uses) as set out in the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law requirements as amended from time to time.

**3.5 SUBDIVISION OF THE LANDS**

3.5.1 Subdivision of the Lands shall only be considered as a substantive amendment to this agreement.

**3.6 PARKING, CIRCULATION AND ACCESS**

3.6.1 The parking requirement shall be as per the requirement for parking for Full Service Restaurants in accordance with the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law as amended from time to time.

3.6.2 The parking area and driveway access shall be hard surfaced or gravelled.

**3.7 OUTDOOR LIGHTING**

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

**3.8 TREE RETENTION**

3.8.1 The Developer shall maintain a Tree Retention Area as shown on Schedule B, for buffering purposes between the property and abutting properties.

3.8.2 The Developer shall not remove any trees or vegetation located within the Tree Retention area.

3.8.3 Nothing, aside from driveway access, shall be located, stored or placed within the Tree Retention Area.



- 3.8.4 The Tree Retention Area shall be identified on all plans required by the Municipality.
- 3.8.5 Trees and vegetation within the Tree Retention Area shall be replaced if removed or damaged beyond repair. The Municipality shall require the Developer to submit a Remediation Plan prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) or other qualified professional.
- 3.8.6 The Developer may remove dead, damaged or diseased vegetation provided prior permission is obtained from the Development Officer. The Municipality may require the Developer to submit a Tree Retention Management Plan prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) or other qualified professional.

### **3.9 MAINTENANCE**

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

### **3.10 SIGNS**

One sign shall be permitted in accordance with Section 5.9 of the Beaver Bank, Hammonds Plains and Upper Sackville the Land Use By-law as amended from time to time.

### **3.11 HOURS OF OPERATION**

- 3.11.1 The fraternal centre shall be permitted to operate between the hours of seven (7:00) am and eleven (11:00) pm daily.
- 3.11.2 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

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

### *Off-Site Disturbance*

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

- 4.2 Any further development on the site, including but not limited to, building permits, site grading, or resurfacing may require engineering drawings or detailed information provided.

## **PART 5: AMENDMENTS**

### **5.1 Non-Substantive Amendments**

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 6.3.1 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 6.5.1 of this Agreement;

### **5.2 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 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **6.1 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.

### **6.2 Subsequent Owners**

- 6.2.1 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.
- 6.2.2 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).

### **6.3 Commencement of Development**

- 6.3.1 In the event that development on the Lands has not commenced within six (6) months from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

- 6.3.2 For the purpose of this section, commencement of development shall mean when a permit application has been submitted and accepted as complete by HRM Development Services for the fraternal centre.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1(a), if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **6.4. Completion of Development**

- 6.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law as may be amended from time to time.
- 6.4.2 For the purpose of this section, completion of development shall mean when an occupancy permit has been issued for the fraternal centre.

#### **6.5 Discharge of Agreement**

- 6.5.1 If the Developer fails to complete the development after 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (c) discharge this Agreement.

### **PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **7.1 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.

**7.2 Failure to Comply**

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

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

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

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

=====

=====

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

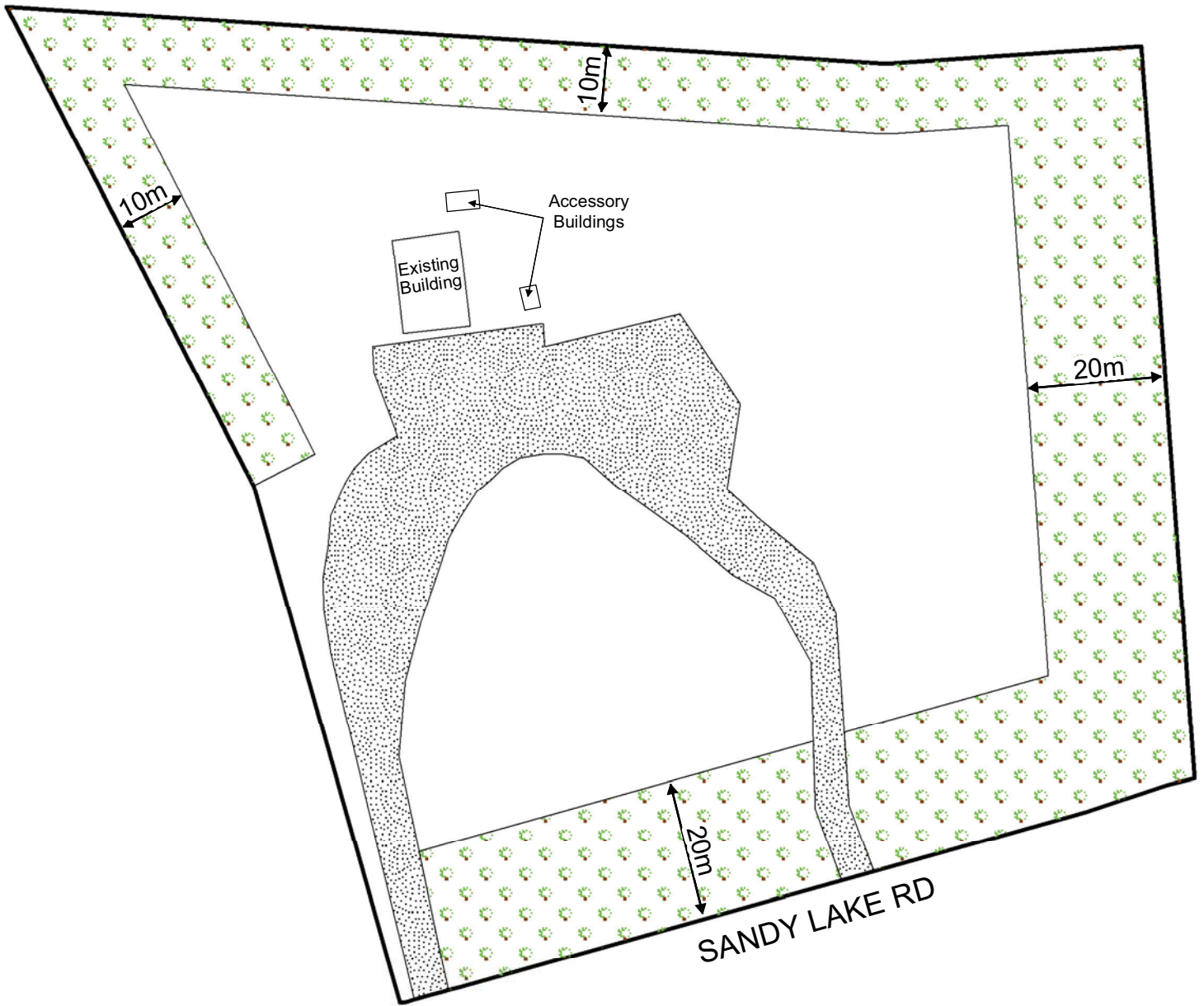
**HALIFAX REGIONAL  
MUNICIPALITY**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Mayor

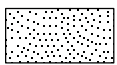
\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Municipal Clerk



Schedule B  
Site Plan - 17531- 01

HALIFAX  
REGIONAL MUNICIPALITY



Existing Driveway



Tree Retention Area



**Attachment D**  
**Excerpts from the Beaver Bank, Hammonds Plains and Upper Sackville**  
**Land Use By-law**

**PART 2: DEFINITIONS**

2.28 FRATERNAL CENTRES means any lot or building operated by members of a fraternal organization and, without limiting the generality of the foregoing, may include such establishments as a Legion, Lion's Club, Knights of Columbus or Kiwanis.

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**PART 4: GENERAL PROVISIONS FOR ALL ZONES**

4.26 **PARKING REQUIREMENTS**

- (a) For every building or structure to be erected or enlarged, off-street parking located within the same zone as the use and having unobstructed access to a public street shall be provided and maintained in conformity with the following schedule, except where any parking requirement is specifically included elsewhere in this By-law. Where the total required spaces for any use is not a whole number, the total spaces required by this Section or by other specific sections shall be the next largest whole number.

<u>USE</u>	<u>PARKING REQUIREMENT</u>
Restaurants - Full Service	20 spaces per 1000 square feet (92.9 m <sup>2</sup> ) of gross floor area

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**PART 13: MU-1 (MIXED USE) 1 ZONE**

13.1 **MU-1 USES PERMITTED**

No development permit shall be issued in any MU-1 (Mixed Use) Zone except for the following:

**Residential Uses**

Single unit dwellings

Two unit dwellings

Boarding and rooming houses

Bed and Breakfast

Senior citizens housing

Existing mobile dwellings

Existing multiple unit dwellings

Day care facilities for not more than fourteen (14) children and in conjunction with permitted dwellings

Business uses in conjunction with permitted dwellings

Other Uses

Institutional uses, except fire and police stations

Open space uses

Commercial uses permitted in the C-2 (General Business) Zone

Trucking, landscaping, excavating and paving services

Agriculture uses

Forestry uses and wooden furniture manufacturing

Composting operations (see section 4.29)

13.2 MU-1 ZONE REQUIREMENTS: RESIDENTIAL USES

In any MU-1 Zone, no development permit shall be issued for residential uses except in conformity with the provisions of Section 11.2.

13.3 MU-1 ZONE REQUIREMENTS: OTHER USES

In any MU-1 Zone, no development permit shall be issued except in conformity with the following:

Minimum Lot Area	29,064 square feet (2700 m <sup>2</sup> )
Minimum Frontage	100 feet (30.5 m)
Minimum Front or Flankage Yard	30 feet (9.1 m)
Minimum Rear or Side Yard	15 feet (4.6 m)
Maximum Lot Coverage for Structures and Storage	50 per cent
Maximum Height of Main Building	35 feet (10.7 m)

13.4 OTHER REQUIREMENTS: BUSINESS AND DAY CARE USES

- (a) With the exception of outdoor display provisions, where business uses and day care facilities in conjunction with a dwelling are permitted in any MU-1 Zone, the provisions of Section 11.3 and Section 11.4 shall apply.
- (b) Outdoor display shall not be permitted:
  - (i) within 10 feet of the front lot line or within the required side yard;
  - (ii) within any yard which abuts an adjacent residential use, except where a visual barrier is provided;
  - (iii) shall not exceed 200 square feet.

13.5 OTHER REQUIREMENTS: COMMERCIAL USES

Where commercial uses are permitted in any MU-1 Zone, the following shall apply:

- (a) The gross floor area devoted to all commercial uses on any lot shall not exceed two thousand (2,000) square feet.
- (b) No open storage or outdoor display shall be permitted.



- (c) The parking lot shall be demarcated and paved or otherwise maintained with a stable surface which is treated in a manner to prevent the raising of dust and loose particles.
- (d) Except where any commercial use abuts another commercial use in an MU-1 Zone, no portion of any parking space shall be located within any required side yard.
- (e) Where any commercial use abuts another commercial use in the MU-1 Zone, the abutting side yard requirement shall be eight (8) feet.

#### 13.6 OTHER REQUIREMENTS: AGRICULTURE USES

- (a) Notwithstanding the provisions of Section 13.3, where any barn, stable or other building intended for the keeping of more than fifty (50) domestic fowl or ten (10) other animals is erected in any MU-1 Zone, no structure shall:
  - (i) be less than fifty (50) feet from any side lot line;
  - (ii) be less than one hundred (100) feet from any dwelling or potable water supply except a dwelling or supply on the same lot or directly related to the agricultural use;
  - (iii) be less than three hundred (300) feet from any watercourse or water body;
  - (iv) be less than five hundred (500) feet from any residential (R-1, RR-1) zone.
- (b) No more than two thousand (2,000) square feet of floor area of all structures on any lot shall be used for a retail use accessory to agriculture uses.

#### 13.7 OTHER REQUIREMENTS: FORESTRY AND WOODEN FURNITURE MANUFACTURING

Where forestry uses and wooden furniture manufacturing are permitted in any MU-1 Zone, the following shall apply:

- (a) No more than two thousand (2,000) square feet of gross floor area of all structures on any lot shall be used for a sawmill, other industrial mill related to forestry, wooden furniture manufacturing, or retail use accessory to the above uses;
- (b) No sawmill or other industrial mill related to forestry shall be located less than fifty (50) feet from any lot line nor less than three hundred (300) feet from any dwelling except a dwelling located on the same lot or directly related to the above use;
- (c) Any area devoted to open storage shall not be permitted within any required front or side yard and shall not exceed twenty-five (25) per cent of the lot area.

#### 13.8 OTHER REQUIREMENTS: INSTITUTIONAL USES

Where institutional uses are permitted in any MU-1 Zone, the provisions of Part 22 shall apply.

13.9 OTHER REQUIREMENTS: TRUCKING, LANDSCAPING, EXCAVATING AND PAVING SERVICES

Where trucking, landscaping, excavating and paving services are permitted in a MU-1 Zone, the following shall apply:

- (a) No development permit shall be issued for any use unless a dwelling is located on the lot.
- (b) The total gross floor area of all structures on any lot devoted to the above uses shall not exceed two thousand (2000) square feet.
- (c) No materials or mechanical equipment which is obnoxious or which creates a nuisance by virtue of noise, vibration, smell or glare shall be used on the lot.
- (d) With the exception of aggregate resources, any materials associated with the above uses shall be contained within a building or otherwise enclosed by a fence, vegetation, or other means which provide a visual and physical barrier.
- (e) Any area devoted to open storage shall not be permitted within any required front or side yard line and shall not exceed twenty-five (25) per cent of the lot area.
- (f) One off street parking space, other than that required for the dwelling shall be provided for every three hundred (300) square feet of floor area used by the above use.
- (g) No product stockpile or processing activity associated with the above uses shall be located within one hundred (100) feet of a watercourse.

13.10 EXEMPTION: EXISTING MOBILE HOME PARKS

Notwithstanding Section 13.1, Timber Trails Mobile Home Park, LIC Number 40203622, shall be a permitted use to the extent to which it is in existence on the effective date of this by-law.

13.11 EXEMPTION: EXISTING COMMERCIAL RECREATION USES

Notwithstanding Section 13.1, Woodhaven Campground, LIC Number 425389, and Pin-Hi Golf Course, LIC Number 425512, and Atlantic Playland, LIC Number 40203648 and 40203630, shall be permitted uses to the extent to which they are in existence on the effective date of this By-law.

**Attachment E**  
**Excerpts from the Beaver Bank, Hammonds Plains and Upper Sackville  
Municipal Planning Strategy and Policy Review**

Community Facility Development - Mixed Use A and B Designations

While most community facilities will be encouraged within the three Mixed Use Designations, there is a desire to establish some control over the location of police and fire stations within the Mixed Use A and B Designations. It is recognized that considerable study is associated with the location of both facilities and that locational factors such as response time often dictate the best location for such facilities. However, there is an expressed desire for the general community to be part of the site selection process through the zone amendment procedure. Community concerns with regard to traffic generation combined with the potential for noise generation and hours of operation, are the major factors in establishing a site specific review for the above uses.

Community halls and centres are considered as community facilities and shall be encouraged. Fraternal centres, however, are considered to resemble more closely a commercial club than do traditional community centres located throughout the Plan Area. Such uses are more likely to have longer and more regular hours of operation as well as a regular clientele and will be considered through an amendment to the land use by-law to a C-4 (Highway Commercial) Zone (P-24).

P-24 Notwithstanding the provisions of Policy P-8, it shall be the intention of Council to establish a C-4(Highway Commercial) Zone in the land use by-law which will permit commercial uses to a maximum of ten thousand (10,000) square feet and shall include those more intensive uses which involve outdoor storage and display. Controls on outdoor storage and display as well as parking and loading areas will address compatibility concerns with adjacent development. In addition, special access requirements shall be established for service stations. This zone shall be applied to existing uses permitted within the highway commercial zone. When considering amendments to the schedules of the land use by-law to permit new highway commercial uses within the Mixed Use A and B Designations, Council shall have regard to the following:

- (a) preference for a location adjacent to or in close proximity to other commercial uses;
- (b) the potential for adversely affecting adjacent residential and community facility uses;
- (c) an evaluation of the impact which the site design and operational characteristics of the proposed use shall have on the surrounding community;
- (d) that the use has direct access to a collector highway as shown on Map 2 - Transportation;
- (e) the impact of the commercial use on traffic circulation and in particular sighting distances and entrance to and exit from the site;

- (f) that no rezoning from a R-1(Single Unit Dwelling) Zone (Policy P-34) or R-6(Rural Residential) Zone (Policy P-13) to a highway commercial zone shall be considered; and
- (g) the provisions of Policy P-137.

### Policy Review

P-137 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Plan, Council shall have appropriate regard to the following matters:	
(a) <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>	Policy P-22A has been proposed in Attachment A of the staff report to enable the consideration of this request.
(b) <i>that the proposal is not premature or inappropriate by reason of:</i>	
(i) <i>the financial capability of the Municipality to absorb any costs relating to the development;</i>	There are no anticipated costs to the Municipality relating to this application.
(ii) <i>the adequacy of central or on-site sewerage and water services;</i>	The property has existing on-site septic system and water service.
(iii) <i>the adequacy or proximity of school, recreation or other community facilities;</i>	As this application does not involve any residential development no impact is expected on schools, recreation, or community facilities.
(iv) <i>the adequacy of road networks leading or adjacent to or within the development; and</i>	A Traffic Impact Statement (TIS) was submitted to support this application which concluded that the operation of a fraternal centre at the subject property is not expected to have any noticeable impact on traffic operations in the area.
(v) <i>the potential for damage to or for destruction of designated historic buildings and sites.</i>	There are no known historic buildings or sites, or areas of elevated archaeological significance in the area.
(c) <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>	
(i) <i>type of use;</i>	Section 3.3.1(a) of the proposed development agreement permits the fraternal centre to operate on the property as well as any of the other permitted uses within the MU-1 Zone.
(ii) <i>height, bulk and lot coverage of</i>	Section 3.4.1 of the proposed development

<i>any proposed building;</i>	agreement requires any building onsite to be in conformance with the MU-1 Zone requirements. This will ensure any future development is in keeping with surrounding development.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	The TIS concluded that the operation of a fraternal centre at the subject property would generate the most vehicle trips on Friday evenings, this is not expected to have an impact on Sandy Lake Road. The TIS also concluded that there is good visibility of the existing driveway from both directions.  With respect to parking, the property is of an adequate size to accommodate parking on site.
<i>(iv) open storage;</i>	The DA reverts to Section 13.5 of the LUB which prohibits open storage or outdoor display.
<i>(v) signs; and</i>	The DA reverts to Section 5.9 of the LUB for signage which is specific to the Beaver Bank area. This section limits signage to 32 sq.ft.
<i>(vi) any other relevant matter of planning concern.</i>	No other items have been identified.
<i>(d) 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 to flooding.</i>	No features of this nature have been identified.
<b><i>(e) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy P-81”, 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. (RC-Jul 2/02;E-Aug 17/02)</i></b>	Not applicable

Attachment F  
Public Information Meeting Minutes

HALIFAX REGIONAL MUNICIPALITY

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NORTH WEST PLANNING ADVISORY COMMITTEE

PUBLIC MEETING MINUTES

June 18, 2012

MEMBERS  
PRESENT: Ms. Ann Merritt, Chair  
Mr. Michael Cogan

REGRETS: Mr. Walter Regan  
Councillor Tim Outhit  
Councillor Robert Harvey  
Ms. Pamela Lovelace  
Mr. Robert Wooden  
Ms. Jessica Alexander  
Ms. Carrie Purcell

STAFF: Mr. Jacqueline Belisle, Planning Services  
Ms. Sarah Pellerine, Legislative Support

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## 1. CALL TO ORDER

The meeting was called to order at 7:03 p.m. at the Church of the Good Shepherd, 28 Trinity Lane, Beaver Bank.

Ms. Anne Merritt, Chair of the North West Planning Advisory Committee, introduced members of the Committee and staff present, and welcomed members of the public to this public meeting.

## 2. **Case 17531: Application by the Beaver Bank Kinsac Lions Club to consider amendments to the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS) which would enable a development agreement for a Fraternal Centre at 40 Sandy Lake Road, Beaver Bank**

Ms. Jacqueline Belisle, Planner, HRM Planning Services, provided background and a presentation on Case 17531: Application by the Beaver Bank Kinsac Lions Club to consider amendments to the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS) which would enable a development agreement for a Fraternal Centre at 40 Sandy Lake Road, Beaver Bank

Ms. Belisle advised members of the public that this meeting is an information exchange and that no decision on the case would be made at this time.

Ms. Merritt advised the public of the ground rules of the meeting and requested that anyone who wanted to speak to the proposed amendments come forward. The floor was opened for comments from the public.

**Mr. David Merrigan**, Bear Lane, Beaver Bank, noted that although there are currently no plans for further development, should the Lion's Club wish to expand again in the future, would they have to go through this process again? He also wanted to note that he has not heard of any community members that have any issues with this development.

Ms. Belisle responded that in negotiation of the Development Agreement all of these issues can be addressed as long as they are reasonable and still of a fraternal use.

**Mr. George D'Amiro**, Beaver Bank, commented that he would like to see the club expand in the future to be able to accommodate weddings and other community events. He fully supports the application.

**Mr. Brian Johnson**, Beaver Bank, noted that the Lions Club does good community work and he completely supports this project.

**Councilor Barry Dalrymple**, District 2, Waverley-Fall River-Beaver Bank, commented that he is very supportive of this project going forward and thanked the Lions Club for their patience. He noted that he has not heard any complaints from the community. He



noted he would like for approval on this before his term is up in the fall and asked that the Development Agreement be kept as open and flexible as possible.

**3. CLOSING COMMENTS**

Ms. Belisle thanked the public for their input into the process and outlined the process and timelines for the application as it proceeds to Regional Council.

Ms. Merritt thanked everyone for attending.

**4. ADJOURNMENT**

The meeting was adjourned at 7:25 p.m.

Sarah Pellerine  
Legislative Support