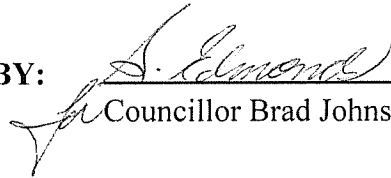


**Halifax Regional Council
November 13, 2007**

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



Councillor Brad Johns, Chair, North West Community Council

DATE: November 8, 2007

**SUBJECT: Case 00929: Development Agreement and Amendments to the
Sackville MPS and LUB**

ORIGIN

North West Community Council Meeting of October 25, 2007.

RECOMMENDATION

North West Community Council recommends:

1. That Regional Council give First Reading to the proposed amendments to the Sackville Municipal Planning Strategy and Land Use Bylaw as provided in Attachment A and B of the staff report dated September 17, 2007, and request amendments included in a forthcoming supplementary report, which includes a site specific option for the Keizer site be given First Reading and schedule a joint public hearing with North West Community Council.
2. Recommend that Regional Council consider the proposed amendments to the Sackville Municipal Planning Strategy and Land Use By-law as provided in Attachment A and B of the staff report dated September 17, 2007 and the forthcoming supplementary report.
3. Give Notice of Motion to consider the proposed development agreement as provided in Attachment C of the staff report dated September 17, 2007 and schedule a joint public hearing with Regional Council.

BACKGROUND

North West Community Council considered this matter at its October 25, 2007 meeting. Community Council did not approve the recommendation contained in the staff report, but approved the recommendation as noted above.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ATTACHMENTS

1. Staff Report dated September 17, 2007.
2. North West Planning Advisory Committee Report dated October 4, 2007
3. Halifax Watershed Advisory Committee Report dated June 20, 2007

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

Report Prepared by:

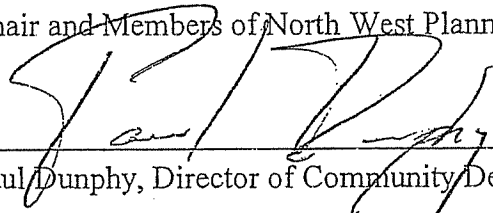
Sheilagh Edmonds, Legislative Assistant, Municipal Clerk's Office



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

North West Planning Advisory Committee
October 3, 2007

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: September 17, 2007

SUBJECT: Case 00929: Development Agreement and Amendments to the
Sackville MPS and LUB Amendment

ORIGIN:

An application by Doug Miller on behalf of Keizer's Auto Body Shop Limited to amend the Municipal Planning Strategy (MPS) and Land Use By-law (LUB) for Sackville to permit an auto body shop.

On October 31, 2006 Regional Council initiated a process to consider amending the Sackville MPS and LUB related to the above noted request.

RECOMMENDATIONS:

It is recommended North West Community Council:

1. **Recommend that Regional Council** give First Reading to the proposed amendments to the Sackville Municipal Planning Strategy and Land Use By-law as provided in Attachments A and B, and schedule a joint public hearing with North West Community Council;
2. **Recommend that Regional Council** approve the proposed amendments to the Sackville Municipal Planning Strategy and Land Use By-law as provided in Attachments A and B; and
3. **Give Notice of Motion** to consider the proposed development agreement as provided in Attachment C and schedule a joint public hearing with Regional Council.

Contingent upon the adoption by Regional Council of the above Municipal Planning Strategy and Land Use By-law amendments and those becoming effective under the *Municipal Government Act*, it is further recommended that North West Community Council:

1. Approve the proposed development agreement as provided in Attachment C; and
2. Require the development agreements be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreements by Council and any other bodies as necessary, whichever is later, including applicable appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

EXECUTIVE SUMMARY

Staff proposes the adoption of a Municipal Planning Strategy policy enabling commercial development by development agreement along Sackville Drive in Middle Sackville. The applicant, Keizer's Auto Body Limited has requested the ability to enter into a development agreement for an auto body shop on Sackville Drive near Lively subdivision.

A Public Meeting was held on November 20, 2006 to discuss the auto body shop proposed on the site. Many issues were raised at this meeting, and the primary concern was the compatibility of the proposal and environmental issues. The Halifax Watershed Advisory Board reviewed the proposal and made a number recommendations, many of which have been included in the draft development agreement (Attachment C). Staff are recommending a new policy be added to the Sackville MPS which would enable auto body shops and other Community Commercial (C-2) Zone uses by development agreement on Sackville Drive in Middle Sackville in the vicinity of the subject site (*Attachment A*). It is the recommendation of staff that the MPS and LUB amendments (*Attachment A and B*) be adopted by Regional Council and the proposed development agreement (*Attachment C*) be approved by North West Community Council.

BACKGROUND:

Keizer's Auto Body Shop Limited is a long established business in Middle Sackville. The business currently operates out of a commercially zoned building at 15 Woody's Lane and is considered a legal non-conforming use. (Map 1). The property is surrounded on three sides by residential uses on Woody's Lane and Stratmore Avenue in the Lively Subdivision. The property is adjacent commercial properties fronting on Sackville Drive.

Keizer's Auto Body wants to modernize their facility and relocate their business to a new property. John Keizer, owner of Keizer's Auto Body has worked for several years to identify potential new sites where auto body uses may be established either as-of right or through a development agreement process. However, Mr. Keizer has been unable to acquire such a property.

Keizer's Auto Body has acquired a vacant piece of property located between 1702 and 1676 Sackville Drive near their current operation. The property is approximately 1.2 hectares (three acres)

and has approximately 90 metres (300 feet) of road frontage on Sackville Drive. They would like to relocate their current operation from the adjacent residential neighbourhood on Woody's Lane to this site located within a more commercially developed section of Sackville Drive.

The property is currently designated Urban Residential (UR) and zoned Rural Residential (R-6) by the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB) as shown on Maps 1 and 2. The current zoning does not permit an auto body shop and the MPS does permit Council to consider other options such as a rezoning or development agreement on the subject property.

On October 31, 2006 Regional Council initiated a process to consider amending the Sackville MPS and LUB to permit an auto body shop on this site.

DISCUSSION:

The applicant is requesting that the Sackville MPS and LUB be amended to allow for a development agreement to permit an auto body shop on their site, located between 1702 and 1676 Sackville Drive.

Existing Policy: The Sackville MPS currently restricts commercial activity in the area to sites which have traditionally been used commercially and thus applies a Community Commercial Zone to such lands. Further the MPS allows limited commercial service uses, which excludes an autobody shop, to establish through a development agreement. A broader review of the MPS reveals that Auto Body Shops are permitted on lands zoned BP (Business Park) or BP-1 (Business Park 1). All these lands are located within or adjacent to the Sackville Industrial Park, approximately 9 kilometres from the proposed site.

In addition, policy does permit Council to consider development agreements for auto body shops within the Community Commercial designation. This designation currently is applied to a limited amount of land located on the north side of Sackville Drive between Beaver Bank Road and Millwood Drive. This designation is also applied to several smaller commercial areas surrounding Sackville but not the commercial properties in Middle Sackville.

Is there an adequate supply of lands for Auto Body Uses in Sackville? Lands in and around the Sackville Business Park are suitable for development as auto body shops and are currently zoned to permit such uses. Nova Scotia Business Inc., the developer of the Sackville Business Park has indicated that there are no serviced lots available within the Park for development. Further there are no plans to develop any additional land for the purpose of lot sales. Mr. Keizer has also indicated that discussions with the owner of adjacent industrially zoned land, have not been successful.

Upon a review of planning policy and regulations, there appears to be very limited land available where auto body uses are permitted or can be considered through a discretionary process. Further, areas where a development agreement for an auto body use is an option, the size of the lots or adjacent uses make the properties unsuitable for such a use.

Impacts of the Sackville Drive Secondary Planning Strategy: Prior to the implementation of the Sackville Drive Secondary Planning Strategy in 2002, all commercial lands between Beaver Bank Road and Cobequid Road were eligible for consideration of a development agreement for auto body uses. The implementation of the plan removed auto body uses from being considered in this area thus further reducing options for persons wishing to establish auto body uses.

Lack of Commercial Policy in the Middle Sackville Area: The current MPS and LUB provide many areas with commercial zoning including areas adjacent to the proposed site. The commercial zones near or adjacent the subject property lack the underlying Commercial Corridor policy contained in the MPS. As a result the commercial businesses in the Middle Sackville area are not eligible for a development agreement for auto body uses as is available else where with the commercial designation, such as between Beaver Bank Road and Lucasville Road on Sackville Drive. Further there is little direction on where future commercial uses may be established.

Relocation from Residential Neighbourhood: The relocation of the existing auto body shop from the adjacent residential neighbourhood to a commercial section of Sackville drive is a positive. The proposed site is significantly larger than the existing site and provides for greater buffers. The surrounding uses and zones are generally more compatible with the proposed use than the existing situation. The relocation of the auto body shop will leave a commercially zoned property on Woody's Lane which can be occupied by any use permitted in the Community Commercial (C-2) Zone.

Technological Change: Technological changes have enabled the auto body industry to mitigate and manage issues such as odours. New painting facilities typically include measures which reduce dust and fumes through an air scrubbing process.

Environmental Concerns: The site of the proposed development is located on land which has been infilled in the past. At the public participation meeting concerns over the make up of this fill were raised. HRM has identified the issue to the Nova Scotia Department of Environment and Labour (NSDEL) for review. Such a concern does not mean the subject site cannot be developed for any use, it means that if contaminants are identified on the property that the removal and disposal of the material must meet the requirements of NSDEL.

Is the proposed site a reasonable for an Auto Body Use? The subject property is a reasonable location for an auto body shop due to the site:

- being situated immediately adjacent several automotive related commercial properties.
- abutting only commercially zoned land along Sackville Drive.
- allowing for infill of commercial activities.
- abutting only one residentially used property.
- being formerly zoned for commercial uses prior to 1996.

Based on the reasons identified above, staff contend that the site is a reasonable location for an auto body shop.

Proposed MPS Amendment

In addition to the subject property, staff have identified that there may be other properties in the area which may be suitable for similar land uses. Approximately half of the area immediately adjacent to the subject site is currently zoned for commercial uses and forms a concentration of commercial properties serving the surrounding subdivisions in the Middle Sackville area. With the anticipated construction of the first section of the Beaver Bank Connector within several years, this area of Middle Sackville will become increasingly important as a major crossroads for the community. Given the existing zoning and the future road connection this area is ideal for commercial activities.

Staff are suggesting the creation of policy which would permit Council to consider the establishment of Community Commercial (C-2) Zone uses plus auto body shops by development agreement on properties currently not zoned for such uses (Attachment A). Such policy would allow Council to consider each proposal on an individual basis and allow commercial uses where the zoning currently does not permit them. The policy would enable commercial infill and allow for an area of mixed use (commercial / residential) development while protecting existing residential properties. Therefore, Staff are recommending that this proposed policy be applied to properties in Middle Sackville which are located on Sackville Drive east of Rosemary Drive and west and north of the Atlantic Gardens site.

Proposed Development Agreement

A draft development agreement (Attachment C) has been drafted which in the opinion of staff meets the proposed policy outlined in Attachment A. The agreement includes measures to reduce the impact of the proposed auto body shop on the surrounding community. The agreement:

- allows for the establishment of a 10,000 square foot autobody shop with an additional 7,000 square feet of storage and underground parking within a single building.
- allows for other C-2 (Community Commercial) Zone uses within the building.
- addresses architectural controls to manage the look of the building.
- prohibits outdoor storage and display.
- requires a landscaping plan be prepared by a qualified Landscape Architect.
- requires the treatment of stormwater through stormwater treatment chambers.
- maintains a 20 metre setback from the adjacent watercourse.
- requires all commercial access to be from Sackville Drive.
- manages all placement of mechanical equipment and exhaust locations.
- requires air scrubbing equipment to address odor concerns.

Public Participation Program

The Public Participation Program included a single Public Meeting chaired by the North West Planning Advisory Committee on November 20, 2006.

Minutes of this meeting are included as Attachment E. Many issues raised by the public have been addressed through proposed plan policy and incorporated into the proposed development agreement. Property owners in the area were notified of the public meeting. An enhanced notification area, as shown on Map 2, will be used should a public hearing be held.

Bedford Waters Advisory Committee

The proposal was presented to the Halifax Water Advisory Board on May 16, 2007. The Board reviewed the proposed development as it related to the protection of the watershed and the natural environment. The Board offered several recommendations as shown in Attachment F, which have been considered in the preparation of the proposed agreement.

Conclusion

Based on the above analysis, Staff are recommending that properties between Rosemary Drive and the proposed Beaver Bank Connector be permitted to develop community commercial uses and auto body shops by development agreement subject to the proposed policy.

Further, staff have negotiated a development agreement based on the proposed policy to allow for an auto body shop at PID#40608549, located between 1702 and 1676 Sackville Drive. Staff are recommending that North West Community Council approve the proposed development agreement, subject to Regional Council approving the enabling policy.

BUDGET IMPLICATIONS:

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

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN:

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

ALTERNATIVES:

1. Approve the proposed amendments to the Sackville MPS and LUB, as contained in Attachment A and B, to permit commercial development and auto body shop by development agreement for PID#40608549 and lands which are located east of Rosemary Drive and west and north of the Atlantic Gardens site on Sackville Drive. Approve the proposed development agreement to permit an auto body shop as contained in Attachment C. This is staff's recommended course of action.
2. Approve a site specific plan amendment to enable consideration of an auto body shop by development agreement for PID# 40608549. This is not recommended as site specific plan amendments are not generally desirable and staff feel there is merit at looking at a plan amendment that would enable commercial uses on a broader number of properties.

3. Refuse the requested amendment. A request to amend the MPS is at the discretion of Council. A decision not to amend the MPS cannot be appealed. This alternative is not recommended as staff feel that there is merit in proceeding with amendments to the Sackville MPS and LUB.

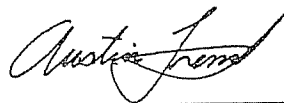
ATTACHMENTS:

Map 1	Generalized Future Land Use Map
Map 2	Zoning Map
Attachment A	Proposed Amendment to the Sackville MPS
Attachment B	Proposed Amendment to the Sackville LUB
Attachment C	Proposed Development Agreement for an Auto Body Shop
Attachment D	Existing MPS Policy relating to Auto Body Shops
Attachment E	Minutes from Public Meeting - November 20, 2006
Attachment F	Minutes from Halifax County Waters Advisory Board - May 16, 2007

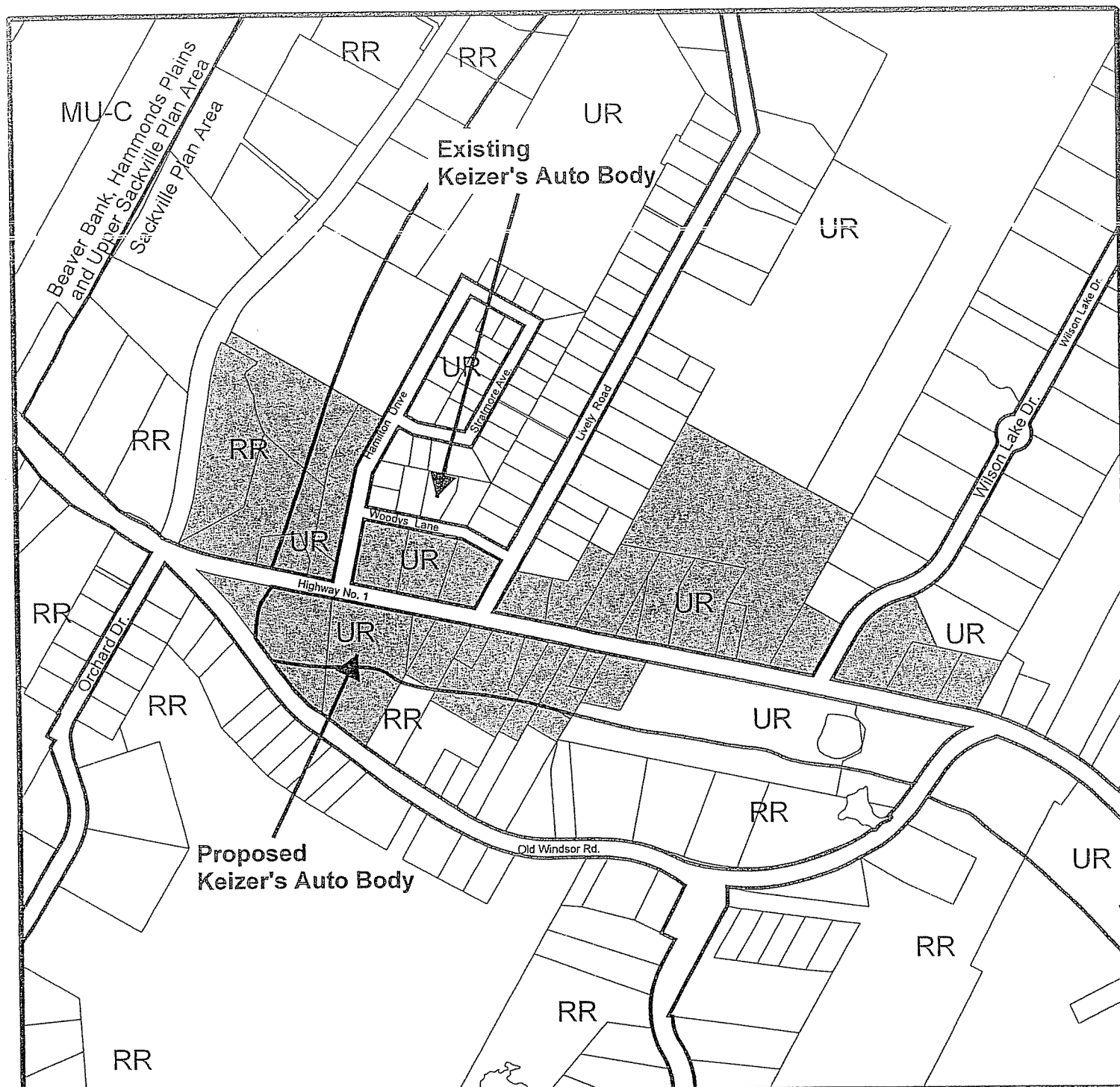
A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Andrew Bone, Senior Planner, 869-4226

Report Approved by:



Austin French, Manager of Planning Services, 490-6717



Map 1
Generalized Future Land Use

HALIFAX
REGIONAL MUNICIPALITY
Planning Services



Sackville Plan Area Designations

Beaver Bank, Hammonds Plains
and Upper Sackville Plan Area Designations

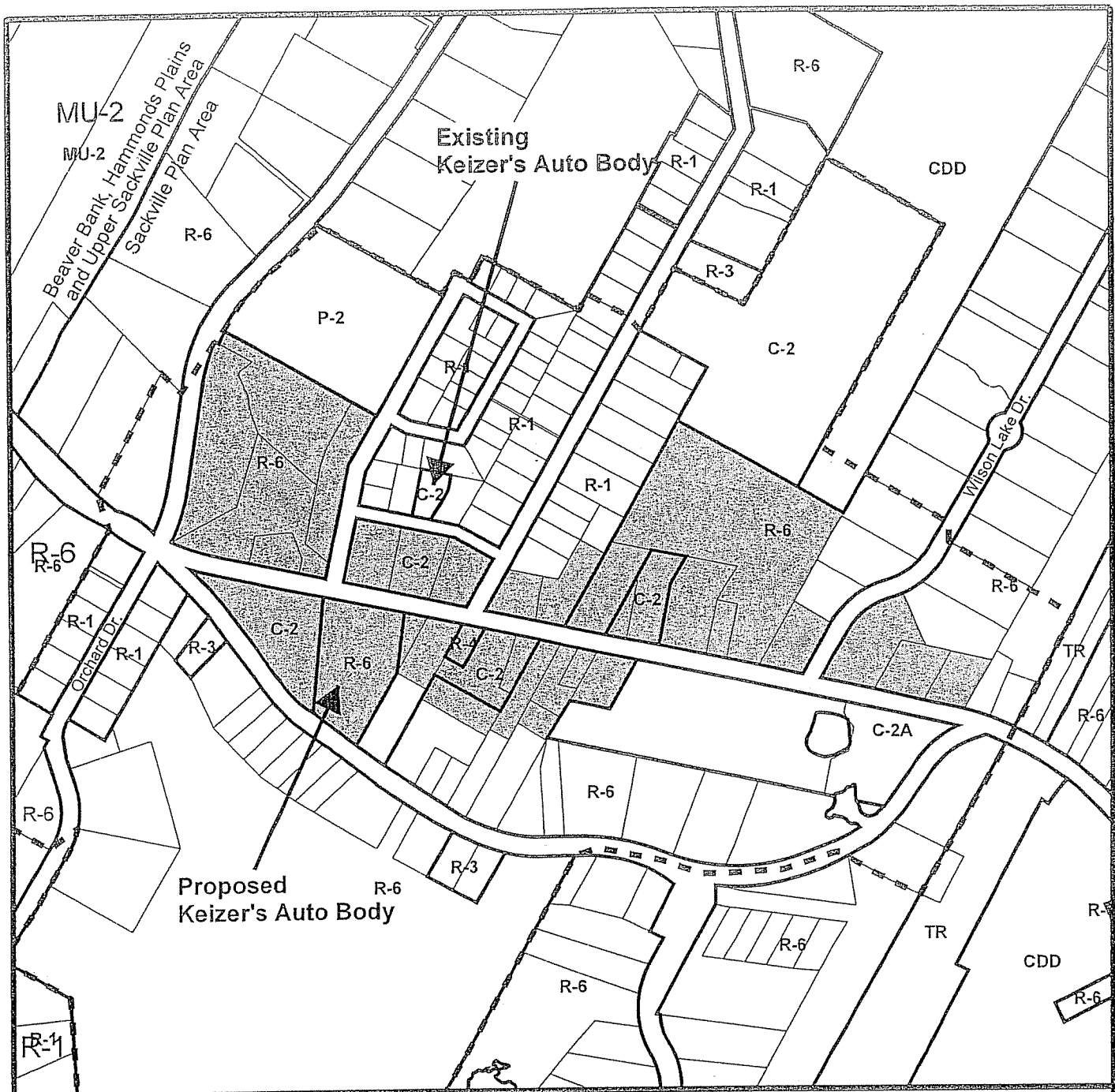
UR Urban Residential Designation
RR Rural Residential Designation

MU-C Mixed Use C Designation

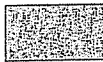


Approximate Area affected by Proposed MPS Policy





Map 2 Zoning



Approximate Area affected by Proposed MPS Policy



Notification Area

Sackville Plan Area Zones

- R-1 Single Family Dwelling Zone
- R-3 Mobile Dwelling Zone
- R-4 Multiple Unit Dwelling Zone
- R-6 Rural Residential Zone
- TR Transportation Reserve
- C-2 Community Commercial Zone
- C-2A Minor Commercial Zone
- P-2 Community Facility Zone
- CDD Comprehensive Development District

Beaver Bank, Hammonds Plains and Upper Sackville Plan Area Zones

- MU-2 Mixed Use 2 Zone

HALIFAX
REGIONAL MUNICIPALITY
Planning Services



Attachment A
Proposed Amendment to the Sackville MPS

1. The Municipal Planning Strategy for Sackville is hereby amended by adding the following after policy UR-30 in the Urban Residential Designation:

“ The Middle Sackville area has seen commercial activities established in the area adjacent the Lively subdivision. Although many properties in the area are appropriately zoned for commercial uses, many are not. With the planned connection between Highway 101 and Sackville Drive, there may be other properties in the area which are suitable for commercial development. But given the mixed use nature of the area there are concerns regarding the compatibility of commercial uses with existing residential uses.

UR-31 Notwithstanding UR-2 and RR-2, Council may consider permitting Community Commercial (C-2) Zone land uses and auto body shops on lands not currently zoned for such uses according to the development agreement provisions of the Municipal Government Act on properties in Middle Sackville located on Sackville Drive and to the east of Rosemary Drive and west and north of the Atlantic Gardens Properties (PID#40150856, 40150815). In considering such uses, Council shall have regard to the following:

- (a) site has frontage on and direct access to Highway No. 1;
- (b) proposed use, height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;
- (c) site design features, including landscaping, signage, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent development, and to provide for the needs of users of the developments;
- (d) appropriate controls are established to address environmental concerns, including stormwater controls;
- (f) site meets the minimum zone standards for the Community Commercial Zone;
- (g) general maintenance of the development;
- (h) hours of operation; and
- (i) provisions of Policy IM-13.”

2. The Municipal Planning Strategy for Sackville is hereby amended by adding the following after policy IM-10 (a)(xi) in the Implementation Section:

“(xii) Community Commercial (C-2) uses and auto body shops east of Rosemary Drive and north and west of Atlantic Gardens on Sackville Drive.”

THIS IS TO CERTIFY that the amendments to the Sackville Municipal Planning Strategy, as set out above, were passed by a majority vote of the Halifax Regional Council on the ____ day of _____, 2007.

GIVEN under the hands of the Municipal Clerk and under the Corporate Seal of the Halifax Regional Municipality this ____ day of _____, 2007.

Jan Gibson
Municipal Clerk

Attachment B
Proposed Amendment to the Sackville Land Use By-law

The Land Use By-law for Sackville is hereby amended by adding the following after Section 3.6 (a) (xxviii)(ii):

“(xxix) Pursuant to Policy UR-31, Community Commercial (C-2) Zone uses and auto body shops east of Rosemary Drive and north and west of Atlantic Gardens on Sackville Drive.”

THIS IS TO CERTIFY that the amendments to the Sackville Land Use By-law, as set out above, were duly passed at a duly called meeting of the Halifax Regional Council on the ____ day of _____, 2007.

GIVEN under the hands of the Municipal Clerk and under the Corporate Seal of the Halifax Regional Municipality this ____ day of _____, 2007.

Jan Gibson
Municipal Clerk

Attachment C

Proposed Development Agreement

THIS AGREEMENT made this day of , 2007,

BETWEEN:

KEIZER'S AUTO BODY SHOP LIMITED,
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at PID #40608549, Sackville Drive, Middle Sackville and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for an auto body shop on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policy UR-31 of the Sackville Municipal Planning Strategy and Section 3.6 of the Sackville Land Use By-law (hereinafter called the "Agreement");

AND WHEREAS a condition of the granting of approval of Council is that the Developer enter into an agreement with the Halifax Regional Municipality;

AND WHEREAS the North West Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 00929;

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands.

1.6 Provisions Severable

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

PART 2: DEFINITIONS

- 2.1** All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 SCHEDULES

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally in conformance with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Number 00929

The schedules are:

- (a) Legal Description of the Lands
- (b) Site / Landscaping Plan
- (c) Elevations
- (d) Floor Plan(s)
- (e) Lighting Guidelines

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of any municipal permits, the Developer shall complete the MICI (Multi-unit/Industrial/Commercial/Institutional/Commercial) process.
- 3.2.2 Prior to the issuance of a Grade Alteration Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
 - (a) Post securities in accordance with Section 5.4 of this Agreement;
- 3.2.3 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
 - (a) Lighting Plan in accordance with Section 3.7 of this Agreement;
 - (b) Landscaping Plan in accordance with Section 3.8 of this Agreement; and
 - (c) Streets and Services Permit for the commercial driveway access to Sackville Drive.

- 3.2.4 Prior to the issuance of a Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement;
 - (b) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement;
 - (c) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to this Agreement;
 - (d) Certification from a qualified professional indicating that the Developer has complied with the Lighting Plan required pursuant to this Agreement; and
- 3.2.5 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 Municipal Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.2.6 Where the written text of this Agreement conflicts with information provided in the attached Schedules, the written text of this Agreement shall prevail.

3.3 GENERAL DESCRIPTION OF LAND USE

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

- (a) Auto Body Shop and any use permitted within the Community Commercial (C-2) Zone of the Sackville Land Use By-law, as amended from time to time, subject to the terms and conditions of this Agreement.
- (b) Any use permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Sackville as amended from time to time.

3.4 DETAILED PROVISIONS OF LAND USE

- 3.4.1 All auto body work shall be performed within the building.
- 3.4.2 Non-operating or derelict vehicles or vehicle parts, shall not be permitted to be stored, kept or placed on any portion of the Lands except within the building. Notwithstanding the above, the storage of scrap metal/parts shall be permitted in appropriate refuse bins.

- 3.4.3 The basement level of the building shall only be used only for parking or storage.
- 3.4.4 All paint booths and preparation stations shall have air filtration components such as, but not limited to, a water wash system to filter odours.
- 3.4.5 This Agreement does not grant any new rights to the proposed residential lot fronting on Old Windsor Road as shown on Schedule B.

3.5 SITING AND ARCHITECTURAL REQUIREMENTS

- 3.5.1 The Developer agrees that the building constructed on the Lands shall generally comply with the following as generally illustrated on Schedules B, C and D:

Siting

- 3.5.2 The siting, bulk and scale of the building shall comply with the following:
 - (a) Maximum footprint of the building shall not exceed ten thousand square feet (929 m²);
 - (b) Building shall meet the minimum setback requirements of the Community Commercial (C-2) Zone of the Land Use By-law; and
 - (c) Maximum height of the building shall not exceed 25 feet (7.62 meters);

Architectural

- 3.5.3 The main entrance to the building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face the Sackville Drive. Service/delivery entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.5.4 The facades facing the Sackville Drive shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.5.5 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.) as identified on the Schedules.
- 3.5.6 Exterior building materials shall not include vinyl siding but may include any one or more of the following:
 - clay masonry;
 - noncombustible cladding;
 - prefabricated metal siding;
 - clapboard;
 - concrete split face masonry;
 - cut stone masonry;

- random stone masonry; or
 - acceptable equivalent in the opinion of the Development Officer.
- 3.5.7 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.8 All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows. Windows shall be vertically proportioned, where possible. Windows should be framed with painted or stained wood, prefinished metal or vinyl.
- 3.5.9 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building facade.
- 3.5.10 The Developer shall be entitled to minor modifications to the architectural requirements of this section provided the changes are minor in nature, in the opinion of the Development Officer and comply with the intent to this Agreement.

3.6 PARKING, CIRCULATION AND ACCESS

- 3.6.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedule "B". The Developer agrees that the parking on the Lands shall comply with the following:
- (a) All parking areas, driveways, circulation aisles and pathways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer.
 - (b) Where parking lots are to be delineated by curbing, such curbing shall not be asphalt.
 - (c) The basement level of the building may be used as vehicle parking/storage of vehicles.
 - (d) Development Officer may approve minor changes to the parking and circulation layout as illustrated on Schedule "B".
 - (e) The limits of the parking area shall be defined by fencing and/or landscaping and/or curb.
 - (f) The developer shall provide fourteen (14) parking spaces for employees and staff, and a minimum of 10 additional spaces for parking or storage of vehicles for the auto body shop. The parking shall generally comply with the Schedules B and D. Should the use of the building change from an auto body shop or if additional uses are added to the building, the change in use or new use shall require the number of parking spaces required by the Land Use By-law for the new or changed use.

3.7 BUILDING AND SITE LIGHTING

- 3.7.1 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.
- 3.7.2 All lighting fixtures shall be fully shielded.
- 3.7.3 The Developer shall prepare an exterior lighting plan and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises and the type of illuminating devices, fixtures, lamps, supports, other devices.
 - (b) Description of the illuminating devices, fixtures, lamps, supports and other devices. This description may include, but is not limited to, manufacturers' catalog cuts and drawings including sections where required.
 - (c) The lighting plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this section will be secured. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.
 - (d) The lighting plan and all lighting fixtures shall comply with Schedule "E" Lighting Guidelines.
 - (e) Should the applicant desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause.

3.8 LANDSCAPING

- 3.8.1 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.
- 3.8.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of the Agreement and generally conforms with the overall intentions of the conceptual Landscaping Plan shown on Schedule B. The Landscaping Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects).
- 3.8.3 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.

- 3.8.4 Planting details for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.8.5 Trees and shrubs, fifty percentage of which shall be coniferous, shall be provided adjacent the eastern and southern property lines of the Lands as shown on Schedule "B" for screening purposes prior to the issuance of a Municipal Occupancy Permit.
- 3.8.6 All disturbed areas shall be reinstated to original condition or better.
- 3.8.7 The Developer shall provide a solid board wood fencing a minimum of five feet in height but no greater than six feet in height between the building and the adjacent residential properties as identified on Schedule B.
- 3.8.8 The Developer shall maintain the existing encroaching fence (constructed by others) along the eastern property line.
- 3.8.9 Notwithstanding Schedule B, additional fencing shall be permitted.
- 3.8.10 All retaining wall systems are to be identified on the Landscaping Plan including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a professional engineer.
- 3.8.11 Prior to issuance of an Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Atlantic Provinces Association of Landscape Architects certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.8.12 Notwithstanding the above the Municipal Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Municipal Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in Schedule B and the approved Landscaping Plan. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 SIGNS

The sign requirements shall be accordance with the Sackville Land Use By-law as amended from time to time, and the Temporary Sign By-law.

3.10 CONSTRUCTION TRAILER

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

3.11 OUTDOOR STORAGE AND DISPLAY

3.11.1 No outdoor storage shall be permitted on the Lands.

3.11.2 Propane tanks and electrical transformers shall be located in the side or rear yard and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing/masonry walls with suitable landscaping.

3.12 HOURS OF OPERATION

3.12.1 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time and the following:

Monday through Friday	7a.m. through 8 p.m.
Saturday	8 a.m. through 6 p.m.
Sunday	Closed

3.12.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7am and 9pm inclusive.

3.13 MECHANICAL EQUIPMENT

3.13.1 Mechanical equipment shall be permitted on the roof provided the equipment is screened or incorporated into the architectural treatments and roof structure and not visible from Sackville Drive or adjacent residential properties.

3.13.2 Any mechanical equipment located at grade shall be screened from view with a combination of fencing, landscaping or building elements.

3.13.3 All mechanical equipment shall be sited in a manner as to minimize the disturbance to adjacent residential properties. Furthermore no mechanical equipment shall be located between the commercial building and the adjacent residential properties and no exhaust fans shall be permitted to face the adjacent residential properties.

3.14 SOLID WASTE FACILITIES

- 3.14.1 Appropriate refuse bin(s) for recycling/sorting shall be required. Where automotive fluids are disposed of, the disposal shall meet the requirements of the Environment Act and related regulations.
- 3.14.2 Refuse containers and waste compactors shall be confined to the loading area of the building, and shall be screened from public view where necessary by means of opaque fencing/masonry walls with suitable landscaping.
- 3.14.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from public view. 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/masonry walls with suitable landscaping.

3.15 MAINTENANCE

- 3.15.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, 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 removal/salting of walkways and driveways.

3.16 SUBDIVISION

The Developer shall be permitted to subdivide a single residential lot fronting on Old Windsor Road from the property as identified on Schedule B. The lot shall meet all requirements of the Land Use By-law, Regional Subdivision By-law and any other agency as required. Land Uses permitted on this portion of the Lands shall be subject to the requirements of the Land Use By-law and this Agreement. The Developer shall request that Council discharge the residential lot from the Lands prior to permits being issued for the construction of any building or establishment of any use on the lot.

4.0 STREETS AND MUNICIPAL SERVICES

- 4.1 All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.
- 4.2 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

- 4.3 The water distribution system shall conform with all design and construction requirements of the Halifax Regional Water Commission.
- 4.4 The sanitary sewer system shall conform with the construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.
- 4.5 Occupancy for the building shall not be permitted until sewer and water services are available to the building. Installation and access to municipal water may take place when the water main on Sackville Drive is constructed, tested and taken into plant by the HRWC.

5.0 ENVIRONMENTAL PROTECTION MEASURES

Stormwater Management Plans and Erosion and Sedimentation Control Plans:

- 5.1 The Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development of that phase.
- 5.2 The Developer agrees to have prepared by a Professional Engineer, an Erosion and Sedimentation Control Plan that complies with Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.
- 5.3 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer a detailed Site/Grading Plan. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in this Agreement.
- 5.4 Prior to the issuance of a Topsoil Permit, the Developer shall post security in the amount of \$2500 in addition to the fees required for the Topsoil Permit, to ensure that all environmental protection measures are properly implemented and maintained. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer at the time of issuance of the final Municipal Occupancy Permit or release of Landscaping security bond whichever is later, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer, in consultation with the Development Engineer, and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the Erosion and Sedimentation Control measures to the

satisfaction of the Development Officer, in consultation with the Development Engineer shall be cashed and deposited to the Municipality.

- 5.5 The Developer agrees to construct at its own expense the Stormwater Management System pursuant to this section. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.
- 5.6 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 5, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the Erosion and Sedimentation Control Plan, Grading Plan and Stormwater Management Plan.

Erosion Control

- 5.7 No Municipal Occupancy Permit shall be issued unless the Lands are either fully stabilized with sod or is temporarily stabilized and maintained with a covering of plastic or other such measures as determined and approved through the requirements of Section 5. Any temporary stabilization of the Lands shall be replaced with final landscaping (top soil and sod) within six months of the issuance of the Municipal Occupancy Permit. The Developer shall be responsible for ensuring that any temporary stabilization materials are replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.
- 5.8 The Developer agrees, at its own expense, to provide stormwater treatment devices where stormwater is discharged to a watercourse.
- 5.9 Prior to installing any stormwater treatment chambers or devices on the Lands, which is to be privately maintained, the Developer shall submit a schedule of future inspection and cleaning prepared by a professional engineer based on the manufacturer specifications. When approved by the Development Officer this schedule shall be undertaken for as long as this Agreement is in force.
- 5.10 All removed contaminants shall be disposed of according to all applicable guidelines and regulations of the Nova Scotia Department of Environment and Labour. The Developer shall submit to the Development Officer certification that the work has been done following each inspection/clean-out.
- 5.11 Floor drains in the building shall be diverted to an oil/water separator prior to discharge to municipal services or watercourses.
- 5.12 Vehicle washing shall only take place on an impervious surface and within the building.

- 5.13 Any fuel stored on-site for the purpose of heating the building shall have a protective catchment device.

6.0 AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 Non-Substantive Amendments

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

- (a) Minor changes to the Schedules B, C and D
- (b) The granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement;
- (c) The length of time for the completion of the development as identified in Section 8.4 of this Agreement;
- (d) Discharge of the this agreement from any residential lot subdivided under the terms of this Agreement.

In considering the approval of a non-substantive amendment under Section 6.2, property owners within 500 feet of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agree 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 allow for such an inspection during any reasonable hour within one day of receiving such a request.

7.2 Failure to Comply

If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 14 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy; and/or

- (b) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on Lands and be shown on any tax certificate issued under the Assessment Act.
- (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

7.3 Environmental Protection

In matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under this Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of this Agreement.

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

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

8.2 Subsequent Owners

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

8.3 Commencement of Development

- 8.3.1 In the event that construction on (or development of) the Lands has not commenced within five years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

- 8.3.3 If the Developer fails to complete the development, or after seven years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement.

8.4 Completion of development

Upon the completion of the development or portions thereof, or within/after ten years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

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

SIGNED, SEALED AND DELIVERED
in the presence of

KEIZER'S AUTO BODY
SHOP LIMITED

Per: _____

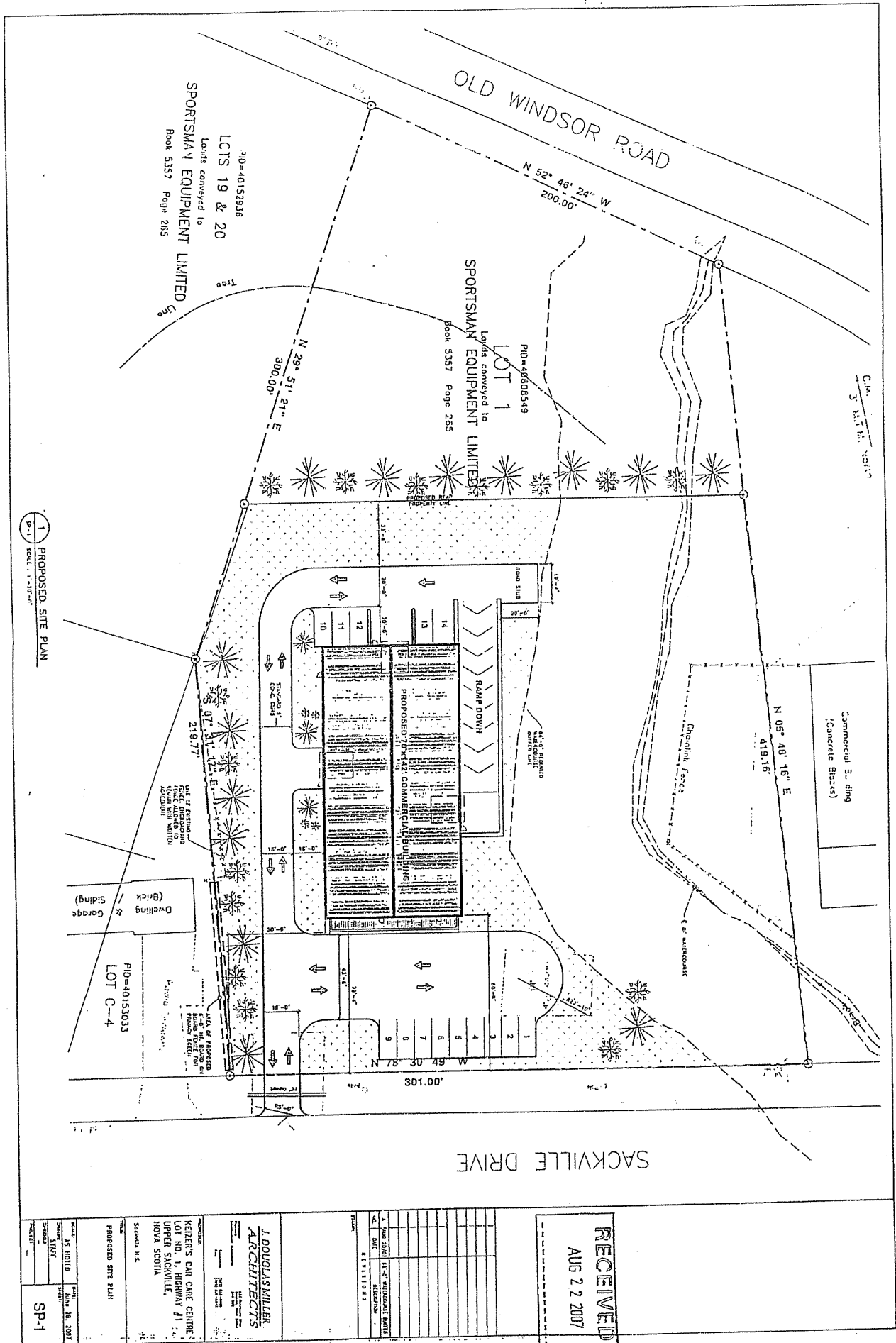
SEALED, DELIVERED AND
ATTESTED to by the proper
signing officers of Halifax Regional
Municipality duly authorized
in that behalf in the presence
of

HALIFAX REGIONAL MUNICIPALITY

Per: _____
MAYOR

Per: _____
MUNICIPAL CLERK

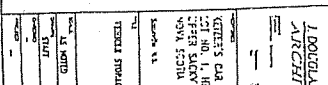
Schedule B -Site / Landscape Plan



RECEIVED
AUG 15 2007

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SEP 11 2007



Schedule E - Lighting Guidelines

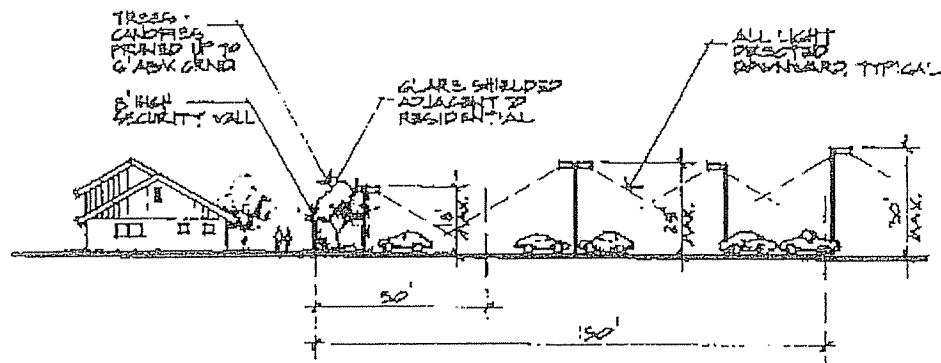
1. Purpose

The intent of these guidelines are to establish lighting levels for various typical uses to promote visual surveillance, reduce the potential for criminal activity, and meet energy constraints.

2. Lighting Configuration

- (a) The mounting of light fixtures shall be governed by the following:
 - (i) Building mounted light fixtures shall be attached only to walls and the top of the fixture shall not be higher than the top of the parapet or roof, whichever is greater; and
 - (ii) Freestanding light fixtures shall not exceed eighteen (18) feet in height in any residential zone or within fifty (50) feet of, any residential used or zoned property; and
 - (iii) Freestanding light fixtures shall not exceed twenty-five (25) feet in height within fifty (50) to one hundred fifty (150) feet of any residential used or zoned property; and
 - (iv) Freestanding light fixtures shall not exceed thirty (30) feet in all other locations; and
 - (v) For the purpose of this requirement, height shall be measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture.
- (b) Transitional lighting shall be incorporated in exterior areas going to and from the building(s) or use(s) within the site.
- (c) All exterior lighting shall be directed downward and away from adjoining property, with luminaries shielded to prevent unnecessary glare.
- (d) Details of exterior lighting shall be provided to ensure compliance with the minimum illumination guidelines. The details shall be shown on the landscape site plan drawn to scale. Photometric calculations shall be detailed on an exterior lighting plan. Photometric calculations should be based on the "mean" light output per the manufacturer's values of the specified lamp and luminaire photometry data formatted on Illumination Engineering Society (I.E.S.) file complied by an approved testing laboratory. The details provided for exterior lighting should include point-to-point photometric calculations at intervals of not more than ten (10) feet, at ground level, and may also be required at six (6) feet above ground level, depending on the applicable risk factors.
- (e) Any exterior lighting device (luminaire) designed for security lighting shall be protected by weather and vandal-resistant covering, a managed light source, directed down, to minimize glare and intrusiveness.

The following illustration demonstrates how security lighting may be configured to shield adjoining property from unnecessary glare and conform to the outdoor light control provisions.



3. Minimum Illumination Guidelines

All minimum illumination guidelines, below, should be maintained from ground level to a height of six (6) feet. The minimum-to maximum uniformity ratio may range up to 6:1 in acceptable layouts.

The lighting levels specified are the minimum levels that are typically acceptable. In some circumstances, customer convenience, closed-circuit surveillance, and customer attraction may require a higher level of lighting. In addition, demographics, the crime index and other factors particular to a certain geographic area may require a higher level of lighting than listed below.

Activity Risk and Minimum FC	Land Use
High Risk Activity 4-5 FC	<ul style="list-style-type: none"> · ATM · Cluster Mail Boxes (minimum of 20' radius from edge of mail box) · Pay Phones · Gated Communities Entries · Pedestrian Tunnels and Covered Pedestrian Walkways · Bus/Transit Shelters · All exterior entrances (typically 5 FC of light will be the recommended minimum standard with a radius of 15' from the center of each door. However, each entrance will be assessed based upon use and risk)

Activity Risk and Minimum FC	Land Use
Medium High Risk Activity 3-4 FC	<ul style="list-style-type: none"> · Convenience Stores · Covered Parking (carports) · Fast Food · Pharmacies · Pool Halls · Loading Docks/Areas · Grocery Stores (24 hour, immediate parking area) · Establishments Licensed for the Sale of Liquor · Parking Structures (10 FC daytime)(parking garages, multilevel)
Medium Risk Activity 2-3 FC	<ul style="list-style-type: none"> · Gas Stations (not convenience stores) · Entertainment/Amusement · Video Stores · Laundries · Banks · Restaurants (no liquor) · Hotels/Motels · Video Halls · Card/Telemarketing · Malls
Medium Low Risk Activity 1-2 FC	<ul style="list-style-type: none"> · Multi-Housing · Health Care · Industrial (night use) · Preschools · Worship · Hospital · General Retail · Dental · Warehouse (night use) · Educational · Storage · General office (night use) · Grocery stores (non 24 hours)
Low Risk Activity .50-1	<ul style="list-style-type: none"> · Warehouse (day use) · Office (day use only) · Greenbelt · Car Dealers (after hours) · Parks · Industrial (day use) · Mini-storage · Retention areas · Walkways in Apartment Complexes

4. Filtering and Shielding.

All outdoor light fixtures except those exempted shall be fully shielded and shall have glass acrylic or translucent enclosures. (Quartz glass does not meet this requirement.)

Requirements for Shielding and Filtering

Fixture Lamp Type	Shielded	Filtered ¹
Low Pressure Sodium ²	Fully	None
High Pressure Sodium	Fully	None
Metal Halide ³	Fully	Yes
Fluorescent	Fully ⁴	Yes ⁵
Quartz ⁶	Fully	None
Incandescent Greater than 100W	Fully	None
Incandescent 100W or Less	None	None
Mercury Vapor	Not Permitted	Not Permitted
Glass Tubes filled with Neon, Argon, Krypton	None	None

¹ Most glass, acrylic or translucent enclosures satisfy these filter requirements

² This is the preferred light source to minimize undesirable light into the night sky affecting astronomical observations.

³ Metal halide lamps shall be in enclosed luminaries.

⁴ Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within do not require shielding.

⁵ Warm white natural lamps are preferred to minimize detrimental effects.

⁶ For the purposes of this article, quartz lamps shall not be considered an incandescent light source.

5. Definitions.

- (a) Outdoor light fixtures shall mean outdoor artificial illuminating devices, outdoor fixtures, lamps and other devices, permanent or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot or flood lights for:
 - (1) Buildings and structures, including canopies and overhangs;
 - (2) Parking lot lighting;
 - (3) Landscape lighting;
 - (4) Billboards and signs;
 - (5) Display and service areas.
- (b) Fully shielded shall mean fixtures that are shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

6. Restrictions.

- (a) Outdoor building, landscaping and signs. The unshielded outdoor illumination of any building or landscaping is prohibited except with incandescent fixtures with lamps of one hundred (100) watts or less. Lighting fixtures used to illuminate an outdoor advertising sign shall be mounted on the top of the sign structure and shall comply with the shielding requirements. All illuminated outdoor advertising signs shall be equipped with an automatic time controller that prevents the operation of the lighting fixtures between the hours of 11:00 p.m. and sunrise.
- (b) Mercury vapor. The installation of mercury vapor fixtures is prohibited.
- (c) Construction and emergency lighting. Lighting necessary for construction or emergencies is exempt from the provisions of this article, provided said lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating said lighting.

Attachment D Existing MPS Policy relating to Auto Body Shops

While, automotive repair outlets are permitted within the Community Commercial Zone, new auto body shops shall be excluded. New auto body shops may only be considered by development agreement because of the industrial characteristics of such operations and the public concerns to which they give rise. The development agreement mechanism provides the opportunity for a site specific evaluation of the proposed development, in order to address the impact on adjacent land uses and to establish an appropriate level of control. Existing autobody shops will be specifically permitted within the Community Commercial and Commercial Corridor zones, in recognition of the fact that such uses were established prior to adoption of the planning strategy. (RC-May 7, 2002; Effective-June 29, 2002)

CC-5 Notwithstanding Policy CC-2, within the Community Commercial Designation, Council may consider new autobody shops according to the development agreement provisions of the Planning Act. In considering any such agreement, Council shall have regard to the following:

- (a) that the height, bulk, lot coverage and appearance of any proposed structure is compatible with adjacent land uses;
- (b) that site design features, including outdoor storage areas, parking areas and driveways are adequately designed to address potential impacts on adjacent developments;
- (c) appropriate vehicular access and egress;
- (d) general maintenance of the development;
- (e) hours of operation; and
- (f) the provisions of Policy IM-13.

Attachment E
Minutes from Public Meeting - November 20, 2006

HALIFAX REGIONAL MUNICIPALITY
NORTH WEST PLANNING ADVISORY COMMITTEE
PUBLIC MEETING MINUTES

November 20, 2006

PRESENT: Ms. Barb Grant, Chair
 Mr. David Grace
 Ms. Ann Merritt
 Councillor Robert Harvey

STAFF: Ms. Julia Horncastle, Legislative Assistant

1. CALL TO ORDER

The meeting was called to order at 7:06 p.m.

**2. CASE 00929 - APPLICATION BY DOUG MILLER, ON BEHALF OF KAIZER'S
AUTO BODY SHOP LTD TO AMEND SACKVILLE MPS AND LUB TO ALLOW
COUNCIL TO CONSIDER PERMITTING AN AUTO BODY SHOP ON PID#40608549,
SACKVILLE DRIVE**

Mr. Andrew Bone, Planner, presented the report advising planning has received an application for auto body uses on Sackville Drive. He advised this is the second stage of the request, noting it has gone to Regional Council and Regional Council has decided there was enough information to take a look at this case and at a later point make a determination whether or not they would make any changes to the MPS.

Mr. Bone advised the main purpose of the meeting is for staff and Council to hear community concerns and to help staff direct the planning process for this case. He noted the site in question is adjacent to 1676 Sackville Drive. The request is to allow an auto body use by development agreement. This proposal is a plan amendment to allow for this particular land use. He noted plan amendments are at the discretion of Regional Council with the subsequent development agreement being at the discretion of the local community council.

Mr. Bone identified the site of Kaizer's Auto Body noting they would like to expand and modernize their operation. They are currently located on Woody's Lane. He noted the site has access to Sackville Drive and proposal is to allow auto body uses on this site and possibly some other commercial uses adjacent to it. The property is approximately three acres in size. The current zoning on the property is R-6 which is a residential zone which allows some small scale

commercial and resources uses. The property across the street is zoned commercial as is the existing Kaizer's Auto Body shop.

Mr. Bone outlined the plan amendment process noting:

- Council reviews the proposal to see if there is any merit to reviewing,
- A public information meeting is held,
- A staff report is prepared in consultation with internal departments as well as outside agencies such as the Department of Environment and the Waters Advisory Board,
- A staff report with recommendation is prepared to go forward to Council,
- The staff report goes to the Planning Advisory Committee,
- A recommendation goes from the Planning Advisory Committee is forwarded to Regional Council to schedule a public hearing for the plan amendment process,
- Once plan amendment approved, the development agreement is forwarded to Community Council for approval.

In response to Mr. Vincent as to the time frame from start to finish, Mr. Bone advised it varies and it depends on whether a snag is encountered such as an issue that wasn't anticipated that could elongate the process. He noted the minimum amount of time is approximately six months from start to finish.

On further question, it was noted that if there are any changes in the watercourse, those directly affected will automatically get a mailout.

Two adjacent neighbouring property owners, Ms Debbie Ward and Mrs. Davey, advised they did not receive a mailout.

Mr. Bone noted the questions to be addressed during this meeting tonight are:

- should the auto body uses be permitted on the proposed site,
- are there specific issues with the site,
- if the proposal proceeds should there be anything that need to be consider regarding the use, surrounding properties, etc.
- what are the concerns with the proposal.

Mr. Bone advised that anything at this point is preliminary in nature and subject to negotiation. Staff work with the developer and property owner to work through issues resulting in changes to the proposal. When the proposal gets to Council it is firmed up and in order to keep informed the residents can contact the planner to be updated on a regular basis.

Mr. Doug Miller, Architect, noted he was the architect for Kaizers Auto Sales. He advised he and Mr. Kaizer had had considerable discussion with regard to where he might be able to put a facility. From the standpoint of the existing auto body shop on Woody's Lane, the first

consideration was for somewhere that was appropriately zoned where they might be able to find a site to accommodate Mr. Kaizers plans. Initially they tried to see if it was possible to add onto the existing auto sales building. They could not because the adjacent land has been leased to HRM as part of a sewage treatment system.

He advised there was no place that allowed new auto body uses within the existing area. Mr. Kaizers facility is a legal non conforming use. They contacted other land owners but was unable to obtain property appropriately zoned. The land was C-2 previously but was allowed to revert back to R-6. The subject land is surrounded by C-2. The land is in the path of piped services that will come to that portion of Sackville Drive in the near future.

The technology Mr. Kaizer plans to bring to the auto body shop is new and nothing is being emitted from the paint shop in terms of air pollutants. He noted Mr. Kaizer has been operating a business for the last thirty one years. There is a lot of land on the site, approximately three acres. The building is marginally under ten thousand square feet and there is close to a seventy foot setback in the front yard which will allow for buffering from neighbouring properties.

The Department of Environment has taken and will provide a report on any projected adjustments to the watercourse. There is an impervious roof on the building and the hard surfaces around the building do not absorb water. There is an opportunity for setbacks because of the size of the site. There is an opportunity for a series of check dams and filters in order to collect and reduce the speed of runoff water. He noted HRM will be looking at the more detailed plans. He stated they are aware of the fact that the one thing they do have is a decent amount of land in order to be able to accommodate so that there is no shock or strain on the system. There may be a check dam or a coffer situation to control runoff during a storm. He noted that there is already a business in the community and they did not want to move nine kilometres away. He advised they are asking for a site specific plan amendment.

Mr. Bone advised there is no land available in the Sackville Industrial Park which is the only practical and has a permitted use to establish an auto body shop in the Sackville area. The proposal is for a single building 80 x 120 with a 60 foot setback from Sackville Drive. He noted there is presently a plan by HRM to replace the Lively Sewage Treatment Plant with central services from Pockwock.

In response to a resident, Mr. Bone advised the policy would address what needs to be in the development agreement by way of requirements.

Mr. Bill Woods, Old Sackville Road, expressed concerns with fumes and particles and where the water is going. Staff advised that part of it would be recycled through a carbon filtering system in terms of being able to use shop water internally but any particulate goes into the oil filter system that is in the floor.

Mr. Woods noted the residences are on wells and are concerned with cars having oil or gas leaks resulting in those fluids going into the ground and into the wells. He stated he does not want children drinking such water and expressed concern with the environmental, as well as air and wells.

In response to a question as to how the changing direction of the watercourse will affect the wells, Mr. Bone advised the Department of Environment has indicated they are not willing to entertain any redirection of the watercourse. There is no ability to redirect or pipe that watercourse. As far as environmental issues that is one of the main things that does get reviewed by staff and any internal within the building will be handled by internal systems because anything internal would end up going through the municipal system and into HRM sewers. They may have to provide filter systems so that they don't discharge contaminated effluent. Externally an impervious surface is used and all water is directed to a treatment system before any discharge into the environment. He stated he will be checking to see what best practices are to ensure that if there is any discharge from vehicles on the exterior of the site there is appropriate treatment. He noted as there are residences in close proximity he will talk to DOE and the waters board.

Mrs. Woods, stated some properties face the building and she will be on side of the building. She stated the properties are currently lined with trees where this building is going to go and was recommending none of the trees be cut down. She reiterated she would like to see all the trees remain and she did not want the road to go through to the Old Sackville Road.

Mr. Bone advised that with a commercial property, HRM would like to have access to the primary roadway in the area and commercial access to a local side street would never be allowed. Access would have to be from Sackville Drive noting the Traffic Authority would have to make that determination and access would have to meet setback from intersection requirements etc.

Mrs. Woods further stated she would like to see the property fenced as there are many young children in the area and would not like them to have the ability to play around the cars. Any storage of vehicles should have a compound around it that is inaccessible.

Mr. Bone advised typically HRM asks for fencing which would be a secure compound noting that it also may be an insurance requirement.

Mr. Bruce Vincent stated that it is the consensus of the surrounding neighbours that the back of the property, unless there is a house being built in there, there should not be any trees cut down for the whole length, don't want any of the back area disturbed.

Mr. Bone referenced the speed of water flow upstream and noted this is nothing Mr. Kaizer would have control over. He advised the main concern staff has it that this site development does not make the problem worse noting HRM can put controls in agreements that manager storm water and specific requirements can be put in to manage the storm water so that there is no increase in flow from the site from a typical storm.

Councillor Johns noted there may be an opportunity to redirect the flow with the development to the new treatment plant.

Mr. Bone advised he is aware of this and HRM is trying to do some things in the area to try to improve some of the drainage. They are going to be doing some storm water improvements in the area to help improve things. Through the agreement HRM can ensure the appropriate clauses, from an engineering level, would manage the flow and prevent any additional flooding downstream.

Ms. Noreen Davey noted the Mount Uniacke Industrial Park has room for this proposed business.

Mr. Brian James, Sackville Drive, noted the site has buried garbage and it should be cleaned up regardless of who owns the land. In response, Mr. Bone advised there may be some issues there and through this process HRM may ask for some geotechnical testing of the site to determine whether there are issues there, what they are and ways to handle it.

Mr. James stated there is a concern with what maybe there more so than what the body shop may produce.

Ms. Ann Merritt commented that depending on what is leaching out of the soil, leaving trees and grass is sometimes the best treatment for things like that and will clean water as it runs through.

Mr. Bone noted the development of the site may enable the clean up of the site. Councillor Johns asked whether the development agreement will be for the entire site or is it only for part. In response, Mr. Bone advised that the applicant would like to use as much of the land commercially as possible. What Department of Environment says will determine what is useable land. If the building does not fit on the useable land then that would cause a problem in that they would have to downsize but if there is excess land then he would provide a recommendation on what is reasonable for use of any additional land.

In response to Councillor Johns, Mr. Bone advised hours of operation will be covered in the development agreement. All lighting on the property boundary will be shielded and directed toward the ground within the property boundary. Lighting can also be required for security purposes in certain areas and lighting can be prevented close to property lines.

Mr. Dave Grace received clarification that the property to the right of the proposal is C-2 and it is a vacant lot.

3. CLOSING COMMENTS

Ms. Grant thanked the members of the public for their attendance and input into the proposed development.

4. ADJOURNMENT

The meeting was adjourned at 8:45 p. m.

Julia Horncastle
Legislative Assistant

Attachment F
Excerpt from the Minutes of Halifax County Waters Advisory Board - May 16, 2007

5.1 Case 00929: Plan Amendment to Permit an Auto Body Shop by Development Agreement, Sackville Drive

A memorandum dated May 7, 2007, on the above noted, was before the Board.

Andrew Bone, Planner, presented the report to the Board.

In response to Dr. Stobo, staff advised the creek elevation is approximately six feet and the width is two to three feet.

In response to Ms. Williams, the Board was advised the stream is a defined stream between the properties and is defined below where it would cross the Old Sackville Road into an undeveloped area.

In response to Dr. Stobo, staff advised most of the parking will be underground. On further question, staff advised the distance from the stream bed line over to the proposed building is approximately sixty metres.

In response to Councillor Wile as to whether there would be industrial conditions and regulations applied to this development as it is an auto body shop, staff advised they would have to follow the labour codes. The auto body shop currently has an air filtration system to filter and remove any odours, it is enclosed and environmentally sealed. Mr. Bone indicated an area on the map that will be fully serviced and connected to municipal water in the future.

On question from Dr. Stobo as to a specified holding area for vehicles due for repair, staff advised it is the intent to store them in the basement of the building.

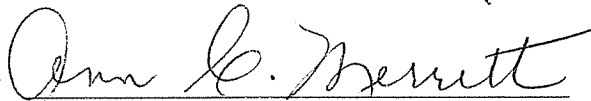
It was agreed that Ms. William would draft the recommendations which would include the following:

1. Request there be no further disturbance of a thirty metre area surrounding the watercourse.
2. The steeper graded area of the brook be undisturbed as it is currently stabilized with vegetation and on the flat surface (the remaining portion of the thirty metres) there be an enhancement with native species vegetation planted.
3. If there is basement storage, an oil and grit separator be installed to address any drainage associated with the basement.

4. If there is any outdoor parking there be an impervious surface and any runoff to pass through an oil and grit separator before exiting into the storm drainage system.
5. A waste management plan be required for the disposal and storage of waste materials as well as storage of raw materials.
6. Given the distance between the stream and proposed building foundation and the condition of the soil used for infilling, the Board would not recommend that a septic dispersal field be placed between the creek and the building foundation. The disposal system should not occur on the west side of the building.
7. If there are future requests for development of an outdoor display court or auto sales area, the thirty metre buffer be respected and an impervious surface be installed for the area and runoff be directed through an oil and grit separator before release.
8. The thirty metre buffer be respected in terms of placement of buildings as well as placement of septic systems if residential development takes place in the future.
9. The thirty metre buffer be honoured if there is future residential development on the property.
10. Under no conditions should the stream be piped. If the stream is piped permission from DFO should be obtained.
11. The buffer be turned over to HRM.

North West Community Council
October 25, 2007

TO: North West Community Council

SUBMITTED BY: 
Ann Merritt, Chair
North West Planning Advisory Committee

RE: Case 00929: Development Agreement and Amendments to the Sackville MPS
and LUB Amendment

DATE: October 4, 2007

ORIGIN

North West Planning Advisory Committee meeting - October 3, 2007

RECOMMENDATION

The North West Planning Advisory Committee recommend that North West Community Council:

1. **Recommend that Regional Council** give First Reading to the proposed amendments to the Sackville Municipal Planning Strategy and Land Use By-law as provided in Attachments A and B of the staff report dated September 17, 2007, and schedule a joint public hearing with North West Community Council;
2. **Recommend that Regional Council** approve the proposed amendments to the Sackville Municipal Planning Strategy and Land Use By-law as provided in Attachments A and B of the staff report dated September 17, 2007; and
3. **Give Notice of Motion** to consider the proposed development agreement as provided in Attachment C of the staff report dated September 17, 2007 and schedule a joint public hearing with Regional Council.

Contingent upon the adoption by Regional Council of the above Municipal Planning Strategy and Land Use By-law amendments and those becoming effective under the *Municipal Government Act*, the North West Planning Advisory Committee further recommend that North West Community Council:

1. Approve the proposed development agreement as provided in Attachment C of the staff report dated September 17, 2007; and
2. Require the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreements by Council and any other bodies as necessary, whichever is later, including applicable appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

ATTACHMENTS

Staff report dated September 17, 2007

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report prepared by: Gail Harnish, Admin/PAC Coordinator, 490-4937

Report reviewed by: Ann Merritt, Chair, North West PAC

TO: Northwest Community Council

SUBMITTED BY: Julia Horncastle
for Dr. Wayne Stobo, Chair, Halifax Watershed Advisory Board.

DATE: 20th June, 2007

SUBJECT: Case 00929: plan amendment to permit an auto body shop
by development agreement, Sackville Drive.

ORIGIN:

On 16th May, 2007, an application to amend the Sackville Municipal Planning Strategy to permit the relocation of an Auto Body shop by development agreement was brought before the Halifax Watershed Advisory Board by Andrew Bone, Senior Planner.

RECOMMENDATIONS:

The primary concerns of the Watershed Advisory Board are to protect the watershed and the natural environment. The Board appreciates the opportunity to comment on this application and would like to make the following recommendations.

1. Under no circumstances should the stream which runs along the West side of the property be piped as it crosses any part of the site. Any attempt to do so would represent the destruction of habitat. Permits for this would have to be obtained from the federal Department of Fisheries and Oceans and the Nova Scotia Department of Environment and Labour.
2. No further disturbance should occur within 30 metres on either side of the watercourse. Within this 30 metre buffer zone, the steeper gradients should be left undisturbed as they are currently stabilized with vegetation. Flat surfaces and gentler slopes should be stabilized with native species.

Ideally the buffer zone should be turned over to HRM.

3. If the Southern portion of the lot is developed for residential use, the 30 metre buffer zone along the water course should be respected for the building itself and the septic disposal system.
4. If there are any future requests to permit the development of an out-door display court and auto-sales area, then the 30 metre buffer zone along the watercourse must be respected. In addition, an impervious surface should be installed in the area and the run-off from it passed through an oil/grit separator before it is released to the storm drainage system.

5. If basement storage for vehicles and parts is included in this development, an oil/grit separator should be provided to filter any effluents from the basement.
6. Any out-door parking should be provided with an impervious surface and run-off should be passed through an oil/grit separator before exiting to the storm drainage system.
7. All manufacturers' recommendations for servicing, cleaning and maintenance should be followed for any oil/grit separators on the site, and records should be forwarded to HRM and the Board for review.
8. A Waste Management plan should be drawn up to cover the storage of all materials and the disposal of waste.
9. If a central sewage system is to be installed in this area, development should be delayed until central sewage is available.

If the proponent decides to move before this, given the short distance between the stream on the West side of the property and the proposed foundation, and the low quality soils used for infilling at this site, no septic disposal system should be placed on the West side of the building.

10. If the building is to be heated by oil, the oil tank should be fully contained to protect against spills.

BACKGROUND:

The developer is proposing to subdivide a 3 acre property on Sackville Drive and to build an auto-body shop of approximately 10,000 square feet, on one section, leaving the remainder for future development - probably residential.

The current plan is to store vehicles and materials in an underground storage area beneath the auto-body shop. However, there have been some discussions of the possibility of also developing an out-door display court and auto-sales area on the property.

A stream runs along the Western side of the property from North to South. The lot itself, which has been extensively infilled with a variety of unconsolidated materials, slopes in the same direction, from Sackville Drive to the Old Sackville Road.

The lot is not currently provided with municipal water and sewer services, although it is partially within the servicing boundary for both. These could become available if service is extended to the Lively Subdivision.