



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

North West Community Council  
April 28, 2014

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

Original Signed

**SUBMITTED BY:** Brad Anguish, Director, Community & Recreation Services

**DATE:** April 24, 2014

**SUBJECT:** Case 18620 - Development Agreement for the Enfield Irving Big Stop at 6757 Highway No. 2, Enfield

**ORIGIN**

Application by Cobalt Properties Limited.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Give First Reading to consider approval of the proposed amendment to the Planning Districts 14 and 17 Land Use By-law to enable by development agreement a mix of residential, commercial and institutional uses under the Comprehensive Development District (CDD) Zone, as contained in Attachment A of this report, and schedule a public hearing;
2. Move Notice of Motion to consider the proposed development agreement as contained in Attachment B to allow for two drive-in restaurants at 6757 Highway No. 2, Enfield and schedule a public hearing. The public hearing for the development agreement shall be held concurrently with that indicated in Recommendation 1; and

3. Adopt proposed amendment to the Planning Districts 14 and 17 Land Use By-law as contained in Attachment A of this report.

**Contingent upon the amendments to the Planning Districts 14 and 17 Land Use By-law being approved by Community Council and becoming effective pursuant to the requirements of the *Halifax Regional Municipality Charter*, it is further recommended that North West Community Council:**

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

### **BACKGROUND**

The subject site, 6757 Highway 2 in Enfield, is approximately 18.1 acres (7.3ha) and is known as Enfield Irving Big Stop. The Enfield Irving Big Stop is located adjacent to Exit 7 Highway 102 and is a large regional gas station, convenience store, truck stop and restaurant.

Much of the subject site has recently been redeveloped through the as-of-right permitting process. This redevelopment includes replacement of the pre-existing building, re-alignment of the driveways and parking areas which cover over 80 percent of the site. The remainder of the site (the southern end) is the subject of this application. The proposed new land uses are two drive-in restaurants located in a single building at the south end of the site and related signs.

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

<b>Subject Property</b>	Located at 6757 Highway 2, a provincially owned highway between Halifax and Truro (Maps 1 and 2)
<b>Location</b>	Immediately adjacent Highway 102 at Exit 7 (Highway 2)
<b>Designation</b>	Community Centre Designation under the Municipal Planning Strategy (MPS) for Planning Districts 14 and 17 (Map 1)
<b>Zoning</b>	Partially zoned Comprehensive Development District (CDD) and Community Commercial (C-2) Zone under the Land Use By-law (LUB) for Planning Districts 14 and 17 (Map 2)
<b>Current Use(s)</b>	The Enfield Irving Big Stop consisting of a gas station, convenience store, restaurant and truck stop (truck fueling facilities/ driver lounge /showers and laundry)
<b>Surrounding Use(s)</b>	To the north a single unit dwelling, residential dwellings on the opposite side of 102 to the west and vacant properties to the south and east

### **Enabling Policy**

The Regional MPS identifies several suburban sites, including the subject lands, as possible focal points for transit oriented development. A CDD Zone was placed on these sites to require development to proceed by development agreement except for the continuation and expansion of existing uses. The main goal of the policy was to ensure that development of the lands did not preclude the establishment of transit facilities (where required). Subject to the provisions of Policy S-10, Community Council has the ability to consider development agreements for new uses on the subject site.

### **Existing Irving Big Stop**

Permits have been issued for the redevelopment of the majority of the Big Stop property through the requirements of the LUB. These permits include a complete redevelopment of the site including a new main building housing a convenience store, restaurant and truck stop facilities. Staff wishes to note there was another planning application for a rezoning of a small portion of the subject lands to enable an alternate driveway location at the north end of the site. The rezoning (Case 18620) was presented at the same Public Information Meeting with this application. North West Community Council approved the rezoning at their January 20, 2014 meeting.

### **Required LUB Amendment**

In addition to the requirement for a development agreement, an amendment to the LUB is required. During the review of this case, staff determined that a required LUB clause was inadvertently deleted in the past. The deleted clause identified that development agreements for the CDD Zone are permitted. Such a clause is required by the *HRM Charter* to be in the LUB before a development agreement can be approved. Attachment A proposes to reinstate the clause.

## **DISCUSSION**

Policies for the CDD enable Council to consider a development agreement for the subject area to permit a variety of new uses including the proposed two drive-in restaurants. These policies contain criteria to be considered when evaluating the proposed development and in staff's opinion, the proposed development agreement (Attachment B) is consistent with applicable policies. Attachment C provides an evaluation of the proposed development agreement in relation to these applicable policies. The following issues are being highlighted for more detailed discussion.

**Regional MPS 5 Year (RP+5) Review** – As part of the RP+5 Review, a review of Policy S-10 has taken place. The latest version of the proposed Regional Plan amendments removes the subject lands from the requirement for a development agreement and reinstates the previous land use zone, the C-4 (Highway Commercial) Zone. This zone would permit the proposal through the permitting process with the exception of the proposed signage. First reading and the scheduling of a public hearing could take place for the RP+5 process in late May. Despite the zoning changes proposed through the RP+5 process, the applicant advised they wish to proceed with the existing application and not wait for the proposed RP+5 amendments. However, if the proposed RP+5 amendments are approved prior to the completion of this case, Policy G-18

(below) within the RP+5-Draft 4 enables the consideration of the subject proposal under existing policies.

*G-18 Where any completed development agreement application was received by HRM prior to Council's first notification to adopt this Regional Plan, the application shall be considered in accordance with the Regional Plan policies in effect at the time the application was received.*

**Transit Node** – The main reason a CDD Zone and the requirement for a development agreement was placed on the subject lands was to enable the development of transit services to the site or for the development of a park and ride facility for the site. Since the creation of the CDD policy in 2006, the use of the site for such use has been deemed to be no longer required. As a result the proposed development agreement does not contain any details for transit related development. Further, the lack of a need for transit land uses is the main reason the CDD Zone is proposed to be removed from the subject lands by the RP+5 proposal.

**Building Design** – The building is comparable with the main building (Irving Big Stop) on the site and the traditional building design typically found in the surrounding community. The building is designed with a pitched roof and the main siding materials mimics traditional clapboard siding. The maximum permitted height of the building is 35 feet which is the same as permitted for single unit dwellings. The building footprint is permitted to a maximum size of 5500 square feet which does not exceed typical lot coverage requirements which would be used for such a development. Given the building is smaller in size to the main building and, given the size of the site, there are no issues with the mass of the building.

**Compatibility** –The drive-in restaurants are located on the southern side of the site, and are not immediately adjacent dwellings. The separation distance to the closest residence is approximately 400 feet (122m). Staff are satisfied that the addition of the proposed drive-in restaurants is compatible with surrounding existing uses given the amount of separation.

**Traffic/Vehicular Access**-Nova Scotia Transportation and Infrastructure Renewal (NSTIR) is the agency responsible for the adjacent road network (Highway 2) and controls access and egress on this section of Highway 2. Access to the site and road improvements directly related to the previous redevelopment of the Big Stop, such as left hand turning lanes, were previously required by NSTIR through the as-of-right permitting process. NSTIR have identified that the existing driveway locations are sufficient to handle the vehicular traffic expected for the uses on the site.

During the Public Information Meeting, members of the public inquired about the need for traffic signals at the intersection of Oldham Road and Highway 2. The Traffic Impact Study for the proposed drive-in restaurant indicated that the traffic counts for Oldham Road were not high enough to warrant traffic signals at the intersection with Highway 2. NSTIR staff concur with this statement.

**Pedestrian Access** – The Irving Big Stop redevelopment established many pedestrian improvements including a pedestrian walkway that connected the main building on the site with Highway 2. As part of the road work and improvements on Highway 2 for the redevelopment of

the Irving Big Stop, portions of the highway shoulder were reduced or eliminated, resulting in the loss of areas used by pedestrians. To mitigate this impact, staff negotiated a hard surfaced pedestrian walkway along the Highway 2 road frontage (Attachment B-Schedule B). The result is a complete walkway system from northern edge of the site to the main building. An additional walkway connects the main building with the proposed drive-in restaurants. Staff is satisfied that the existing and proposed walkway system enables safe and complete pedestrian circulation system on the site. Any off-site sidewalks would be the responsibility of HRM and/or NSTIR and subject to further discussion.

**Signage** – Sign sizes and heights are not specified in a CDD Zone yet can be considered as part of a development agreement. There is an existing sign adjacent the site that is 62 feet (18.9m) high and approximately 150 square feet (13.9m<sup>2</sup>).

As part of the proposal, the applicant has requested that a new ground sign be permitted near Highway 102. The sign is 500 square feet (46.5m<sup>2</sup>) in area per face while maintaining the proposed height at 86 feet (26.2m), which is in keeping with highway commercial signage regulations in other jurisdictions. Removal of the existing sign is a term of the proposed development agreement.

In addition to the pylon sign at Highway 102, the developer has requested a sign at Highway 2. The sign is 150 square foot (13.9m<sup>2</sup>) in area per face sign to a maximum height of 50 feet (15.24m). Due to the size of the site and the multiple land uses, the request for the sign is reasonable and would further enhance way finding on the site.

Staff have included provisions in the development agreement (Attachment B) to permit the additional signs requested. Any other signs within the site will have to meet the requirements of the C-4 (Highway Commercial) Zone.

### **Conclusion**

Staff are satisfied that the proposed development agreement satisfies the policies of the Planning Districts 14 and 17 MPS and the Regional MPS. Staff recommends that North West Community Council approve the proposed development agreement for the subject property to enable two drive-in restaurants at 6757 Highway 2 as outlined in the recommendation section of this report.

### **FINANCIAL IMPLICATIONS**

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved 2014/15 budget with existing resources.

### **COMMUNITY ENGAGEMENT**

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

The level of community engagement was consultation, achieved through a public information meeting held on August 8, 2013 (see Attachment D for minutes). Staff wishes to note that another planning application on the Irving Big Stop site, Case 18517, shared the public information meeting with this application. Notices of the Public Information Meeting were posted on the HRM website, in the local newspaper, and mailed to property owners with the notification area shown on Map 2.

A public hearing must be held by North West Community Council before they can consider approval of the Land Use By-law amendment and the proposed development agreement. Should North West Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, individual property owners within the notification area will be advised of the public hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed Land Use By-law amendment and development agreement will potentially impact the following stakeholders: local residents and property owners, community or neighbourhood organizations.

### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all applicable environmental polices contained in the MPS. No additional items have been identified.

### **ALTERNATIVES**

1. Community Council may choose to approve the proposed LUB amendment and development agreement subject to modifications. This may necessitate further negotiation with the applicant and the need to hold a second public hearing.
2. Community Council may choose to refuse the proposed LUB amendment and development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended. A decision of Council to refuse the proposed LUB amendment or development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

### **ATTACHMENTS**

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Attachment A	Proposed Amendment to the Land Use By-law for Planning Districts 14 and 17
Attachment B	Proposed Development Agreement
Attachment C	Review of Relevant Policies from Regional MPS
Attachment D	Public Information Meeting Minutes – August 8, 2013

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

Report Prepared by: Andrew Bone, Senior Planner 490-6743

Original Signed

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

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Municipality of East Hants



### Map 1 - Generalized Future Land Use

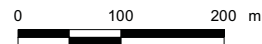
6757 Highway 2  
Enfield



 Area of proposed development agreement

#### Designation

R Residential  
CC Community Centre

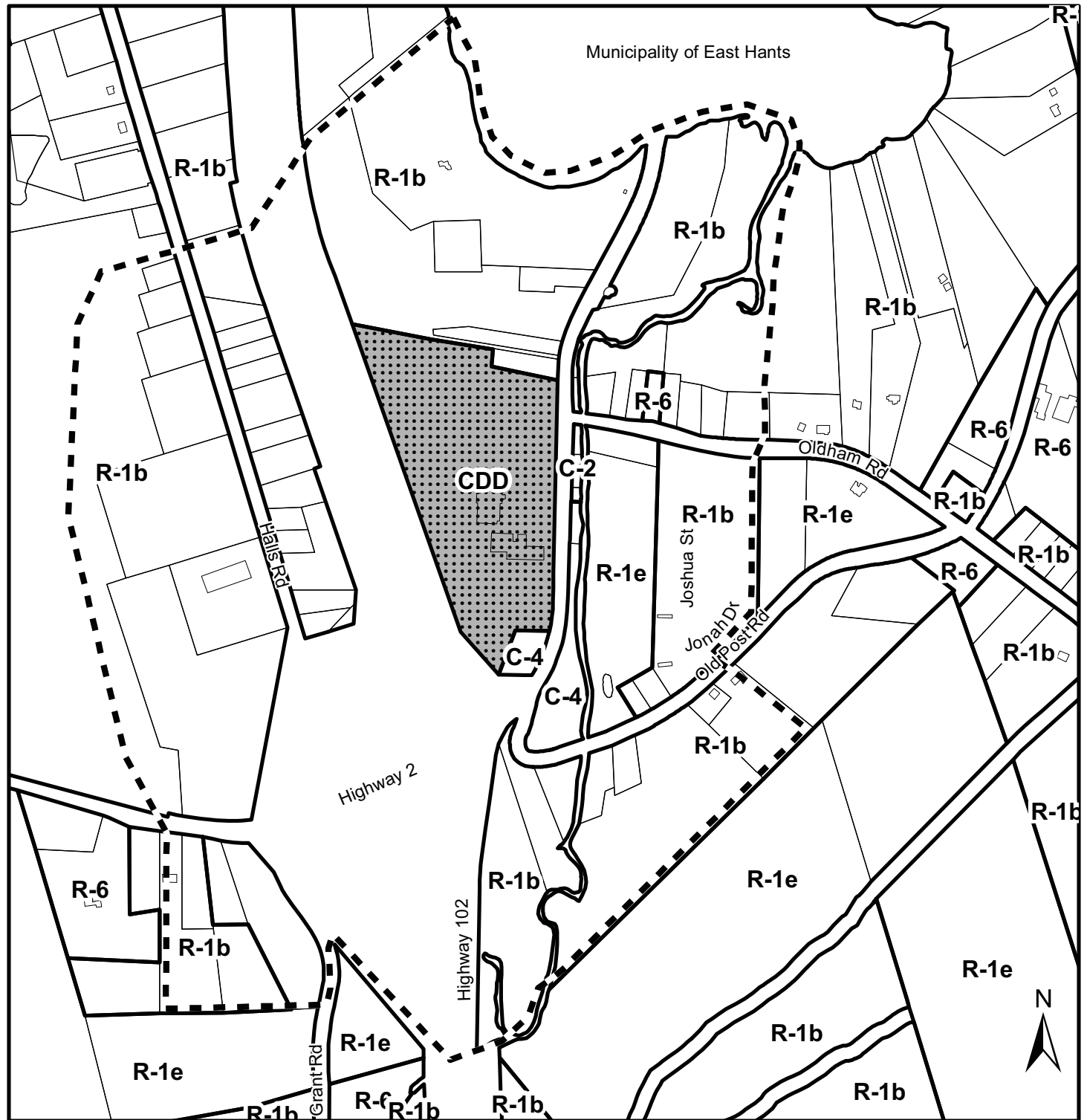


Planning Districts 14 & 17  
(Shubenacadie Lakes)  
Plan Area

This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

HRM does not guarantee the accuracy of any representation on this plan.





### Map 2 - Zoning and Notification

6757 Highway 2  
Enfield



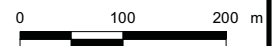
Area of proposed development agreement

Area of notification

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

#### Zone

- R-1b Suburban Residential
- R-1e Residential Estate
- R-6 Rural Residential
- C-2 Community Commercial
- C-4 Highway Commercial
- CDD Comprehensive Development District



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

HRM does not guarantee the accuracy of any representation on this plan.

**Attachment A**  
**Proposed Amendment to the Land Use By-law for Planning Districts 14 and 17**

BE IT ENACTED by North West Community Council of the Halifax Regional Municipality that the Land Use By-law for Planning Districts 14 and 17 as adopted by the former Halifax County Municipality on the 2<sup>nd</sup> day of May, 1989, and approved by the Minister of Municipal Affairs on the 19th day of July, 1989, which includes all amendments thereto which have been adopted by the Halifax Regional Municipality and are in effect as of the [INSERT DATE OF DECISION], is hereby amended as follows:

1. Part 3, Section 3.6 (c) (iii) shall be added as follows “

”3.6 (c) (iii) a mix of residential, commercial and institutional uses under the CDD (Comprehensive Development District) Zone, as per policy S-10 of the Regional Municipal Planning Strategy.”

THIS IS TO CERTIFY that the Land Use By-law for Planning Districts 14 and 17 which this is a true copy was duly passed at a duly called meeting of the North West Community Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GIVEN under the hands of the Municipal Clerk and under the Corporate Seal of the Halifax Regional Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Cathy Mellett  
Municipal Clerk

**Attachment B**  
**Proposed Development Agreement**

THIS AGREEMENT made this      day of **[Insert Month]**, 20 \_\_,

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 6757 Highway 2, Enfield and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a new commercial building housing 2 drive-thru restaurants on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies S-10 and IM-15 of the Regional Municipal Planning Strategy and Section 3.6 of the Planning Districts 14 and 17 Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 18620;

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

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning Districts 14 and 17 and the Regional Subdivision By-law, as may be amended from time to time.

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

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

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

### **1.4 Conflict**

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

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

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

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

### **1.6 Provisions Severable**

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

## **PART 2: DEFINITIONS**

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

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

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

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18620.

Schedule A	Legal Description of the Lands(s)
Schedule A-1	Map of Subject Lands
Schedule B	Site Plan
Schedule C	Servicing Schematic
Schedule D	Architectural Elevations
Schedule E	Garbage Enclosure Details

### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to the commencement of any onsite works on the Lands, the Developer shall have prepared an Erosion and Sedimentation Control Plan in accordance with Section 5.1.2
- 3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) written confirmation of arrangements in relation to on-site water in accordance with Section 4.1.3 of this Agreement; and
  - (b) written confirmation of arrangements in relation to on-site sanitary in accordance with Section 4.1.4 of this Agreement.
- 3.2.3 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
  - (b) Written confirmation and photograph demonstrating the former Irving Big Stop buildings and associated structures on the Lands have been legally removed.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) Restaurant – Drive In subject to the terms 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 Planning Districts 14 and 17, as amended from time to time.

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

### **3.4 Siting and Architectural Requirements**

#### Siting

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

- (a) Minimum Frontage 75 feet (22.9 m)
- (b) Minimum Front or Flankage Yard 30 feet (9.1 m)
- (c) Minimum Rear or Side Yard 8 feet (2.43 m)
- (d) Maximum Lot Coverage 35 per cent
- (e) Maximum Height of Main Building 35 feet (10.7 m)
- (f) the maximum building footprint shall not exceed 5500 square feet.
- (g) The building shall be located as shown on Schedule B.
- (h) The Development Officer may permit minor changes to the siting of the Drive In Restaurant, provided the change furthers the intent of this agreement.

#### Architectural Requirements

3.4.2 The building shall be constructed in compliance to Schedule C and the architectural requirements in clauses 3.4.3 through 3.4.9. The Development Officer may permit minor variations to the details shown on the Schedules, such as but not limited to variations in the placement of windows and doors, provided all other intents of the agreement are met.

#### Entrances:

3.4.3 The main entrances to 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 Highway 2. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

*Rear and side façades:*

3.4.4 The façades facing the Highway 2 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.

*Building Materials:*

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

- wood siding and shingles;
- clay masonry;
- noncombustible cladding;
- concrete split face masonry;
- cut stone masonry;
- random stone masonry;
- masonry veneer;
- EFIS (Exterior insulation finishing system ) to a maximum area shown on Schedule D; or
- acceptable equivalent in the opinion of the Development Officer.

*Functional Elements:*

3.4.6 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.

3.4.7 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are screened from Highway 2 or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design.

*Awnings:*

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

*Roof:*

3.4.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.



### **3.5 SUBDIVISION OF THE LANDS**

Subdivision applications shall be submitted to the Development Officer, and the Development Officer shall grant subdivision approval subject to and in accordance with the Regional Subdivision By-law and the requirements of the Land Use By-law.

### **3.6 PARKING, CIRCULATION AND ACCESS**

- 3.6.1 The parking area and driveway accesses shall be sited as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on the plan.
- 3.6.2 The parking area shall provide the minimum number of parking spaces as shown on Schedule B.
- 3.6.3 The parking area shall be hard surfaced with asphalt or concrete (or equivalent).
- 3.6.4 The limits of the parking area shall be defined by fencing or landscaping or curb.
- 3.6.5 It is the responsibility of the Developer to convey all required rights-of-way over the properties to enable the development as shown on Schedule B.
- 3.6.6 A pedestrian walkway system shall be provided by the Developer on the subject lands as shown on Schedule B. The system shall:
- a) include a hard surface walkway between the main restaurant building/gas station to Highway 2. The system shall be separated from the parking area by curb and the walkway shall be raised to curb height. The walkway shall be a minimum of 1.5 metres wide.
  - b) include a hard surface walkway between the main restaurant building/gas station and the drive in restaurants. The system shall be separated from the parking area by curb and the walkway shall be raised to curb height. The walkway shall be a minimum of 1.5 metres wide. Where crossings of parking access aisles are required, appropriate pavement markings shall be provided at these locations.
  - c) include a hard surface walkway along the front of the property along Highway 2 from the walkway identified in 3.6.6 a) to the northern property line at Highway 2. The walkway shall be separated from the parking area by curb and the highway by landscaping. The walkway shall be a minimum of 1.5 metres wide. Where crossings of access driveways are required, appropriate pavement markings shall be provided at these locations.
- 3.6.7 The Development Officer may permit minor changes to the location of parking and driveways provided the changes are minor and further the intent of this agreement.

3.6.8 The Development Officer may permit major changes to the parking and driveway layout provided the changes do not significantly affect the placement of the buildings. Any changes shall be subject to approval by Nova Scotia Transportation and Infrastructure Renewal.

### **3.7 OUTDOOR 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.

### **3.8 OPEN STORAGE**

3.8.1 Open storage or outdoor display associated with the drive-in restaurant shall not be permitted.

### **3.9 MAINTENANCE**

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

#### *Reinstatement*

3.9.2 All disturbed areas shall be reinstated to original condition or better.

### **3.10 SIGNS**

3.10.1 The sign requirements shall be accordance with sign provisions for the C-4 (Highway Commercial) Zone of the Planning Districts 14 and 17 Land Use By-law as amended from time to time with the exception of the following:

- a) The developer may be permitted to construct an additional pylon sign adjacent Highway 102 as indicated on Schedule B subject to the following:
  - a. the sign shall not exceed 500 square feet (137m<sup>2</sup>) in area per face;
  - b. the height of the pylon sign shall not exceed 86 feet (26.2 m);
  - c. the existing highway pylon sign located on the adjacent property (PID#00526780 / 6747 Highway 2) shall be removed within 30 days of the erection of the new sign adjacent Highway 102; and
  - d. the requirements of Nova Scotia Transportation and Infrastructure Renewal.

- b) The developer may be permitted to construct an additional pylon sign adjacent Highway 2 subject to the following:
  - a. The sign shall not exceed the requirements for a sign in the C-4(Highway Commercial ) Zone as provided in the Planning Districts 14 and 17 Land Use By-law;
  - b. the requirements of Nova Scotia Transportation and Infrastructure Renewal.

### **3.11 SCREENING**

- 3.11.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.11.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Highway 102 and Highway 2 and residential properties along the northern property line. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping where possible.
- 3.11.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Highway 102 and Highway 2 or incorporated into the architectural treatments and roof structure.

## **PART 4: MUNICIPAL REQUIREMENTS**

### *Off-Site Disturbance*

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

### *Outstanding Site Work*

- 4.1.2 For the drive-in restaurants securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the

Developer by the Development Officer when all outstanding work is satisfactorily completed.

#### *On-Site Water System*

4.1.3 The Lands shall be serviced through a privately operated on-site water distribution system or systems provided by the Municipality of East Hants. The Developer agrees to provide written confirmation from the Municipality of East Hants to access their systems. In accordance with Section 4.1.3, no construction permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals for installation, or connection to other systems identified above.

#### *On-Site Sanitary System*

4.1.4 The Lands shall be serviced through privately owned and operated sewer systems or via treatment facilities provided by the Municipality of East Hants. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Labour and any other relevant agency, a design for all private sewer systems or copies of approvals from the Municipality of East Hants to access their systems. In accordance with Section 4.1.4, no construction permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Labour respecting the design, installation, construction of the on-site sewer system or the connection to other systems identified above.

#### *Solid Waste Facilities*

4.1.5 The building shall include designated space(s) for each unit to accommodate five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans for each commercial unit and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

4.1.6 Refuse containers and waste compactors shall be located to provided minimum visual impact and shall be screened from public view by means of opaque fencing, masonry walls with suitable landscaping or equivalent and shown on Schedule E.

4.1.7 All refuse and recycling materials shall be contained within a building, or within suitable containers which are screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

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

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

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

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

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.5 of this Agreement;

### **6.2 Substantive Amendments**

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

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

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

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

### **7.3 Commencement of Development**

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

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

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 7.3, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

### **7.4 Completion of Development**

Upon the completion of the whole development Council may review this Agreement, in whole or in part, and may:

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

- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Planning Districts 14 and 17, as may be amended from time to time.

## **7.5 Discharge of Agreement**

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

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

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

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

### **8.2 Failure to Comply**

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

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

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



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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

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

MAYOR

\_\_\_\_\_  
Witness

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

MUNICIPAL CLERK

**KEY PLAN**

**LEGEND**

- Existing Property Boundary
- Proposed Development Boundary

**SITE SUMMARY:**

- Site Area - 17.6 Acres
- Building Zone - CDD (Comprehensive Development)
- Development Agreement Required.

FLOOR AREA	PARKING REQUIRED	PROVIDED
CRU 'A'	2,760	75
CRU 'B'	2,328	63
IRVING	16,143	234
<b>TOTAL</b>	<b>21,231</b>	<b>372</b>

**NOTES:**

- Development based on central services being available.

**SOURCE:**

- Injig Oil Plan, Drawing No. 105, Dated Dec. 2010.
- CAD file 10821106A.dwg

**DESIGNER:** HJPEEL

**PLANNER:** C.TOWNSEND

**VERSION:** 130

**CONCEPT PLAN**

**HIGHWAY NO.2**

ENFIELD, NOVA SCOTIA

MARCH 13, 2014

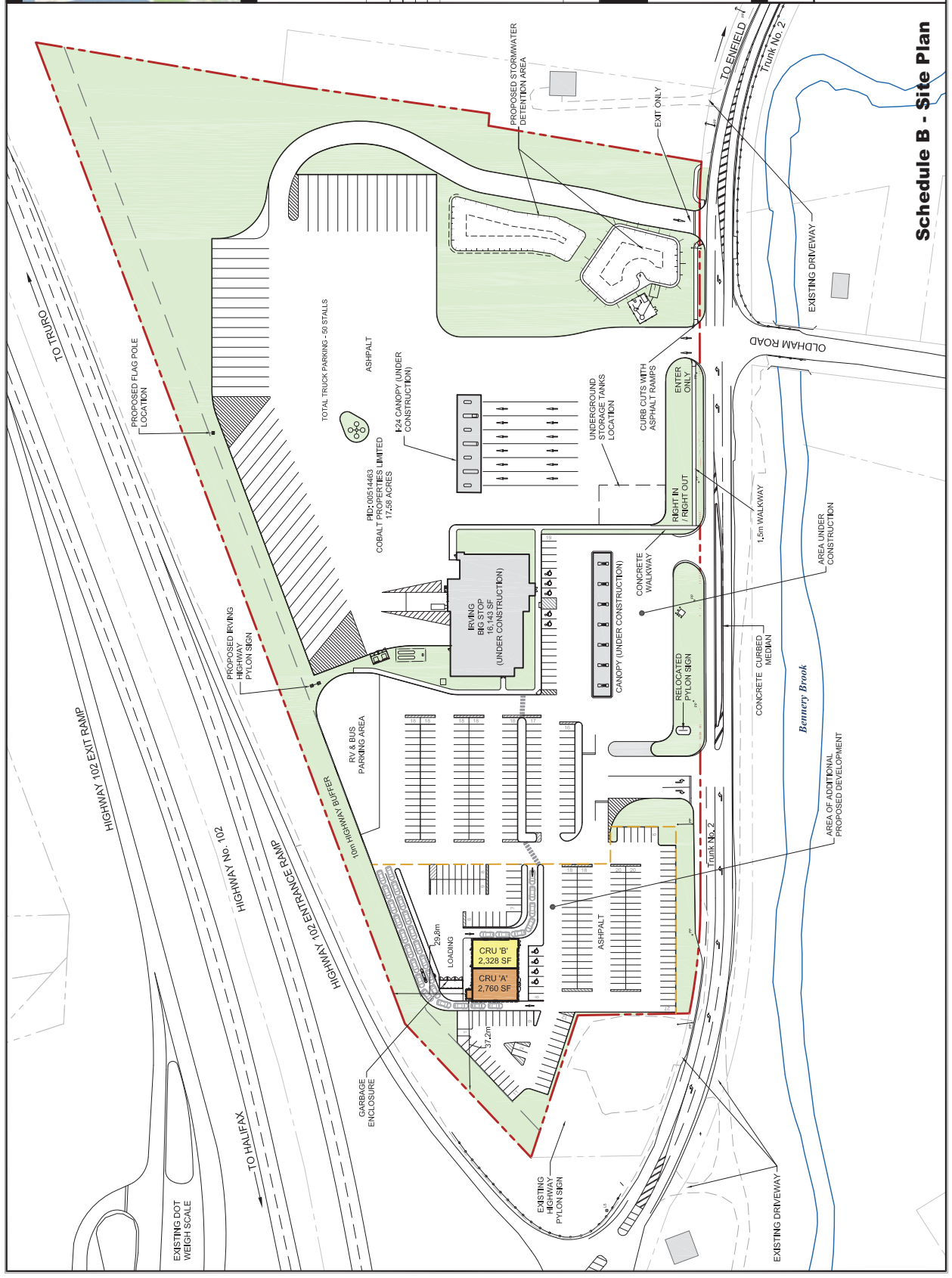
DA10065-130

**SCALE**

1:1,500

24 16 8 0 40 m

**NORTH**

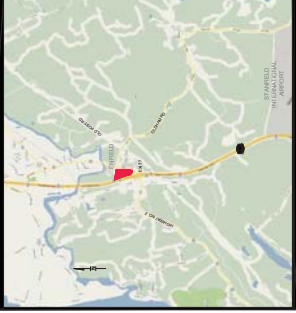


**Schedule B - Site Plan**



1 SPECTACLE LAKE DRIVE  
 UNIT 1000  
 CHANDLER, ALBERTA T5P 1X7  
 PHONE: 903.655.5555 • FAX: 903.655.1845  
 WWW.GENIVAR.COM

**KEY PLAN**



**LEGEND**

- Site Boundary
- - - Area of Additional Proposed Development

**SITE SUMMARY:**

- Site Area - 17.6 Acres
- Existing Zone - CDD (Comprehensive Development)
- Development Agreement Required.

- NOTES:**
- Property lines approximate only. Site subject to survey.
  - Development based on central services being available.
  - For detailed Servicing Information see Servicing Plan prepared by GENIVAR, dated April 15, 2013

**SOURCE:**

- Irving Oil Plan, Drawing No. 106, Dated Dec. 2010.
- CAD file 10621 106A.dwg

**PROFESSIONAL STAMP**



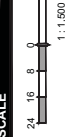
DESIGNER: Aaron Tibbault  
 REVIEWED BY: Neil Fougere  
 VERSION: **130A**

**CONCEPTUAL SERVICING PLAN**  
**HIGHWAY NO.2**  
 ENFIELD, NOVA SCOTIA



MARCH 19, 2014 DA10068-130\_SERVICING

**SCALE**

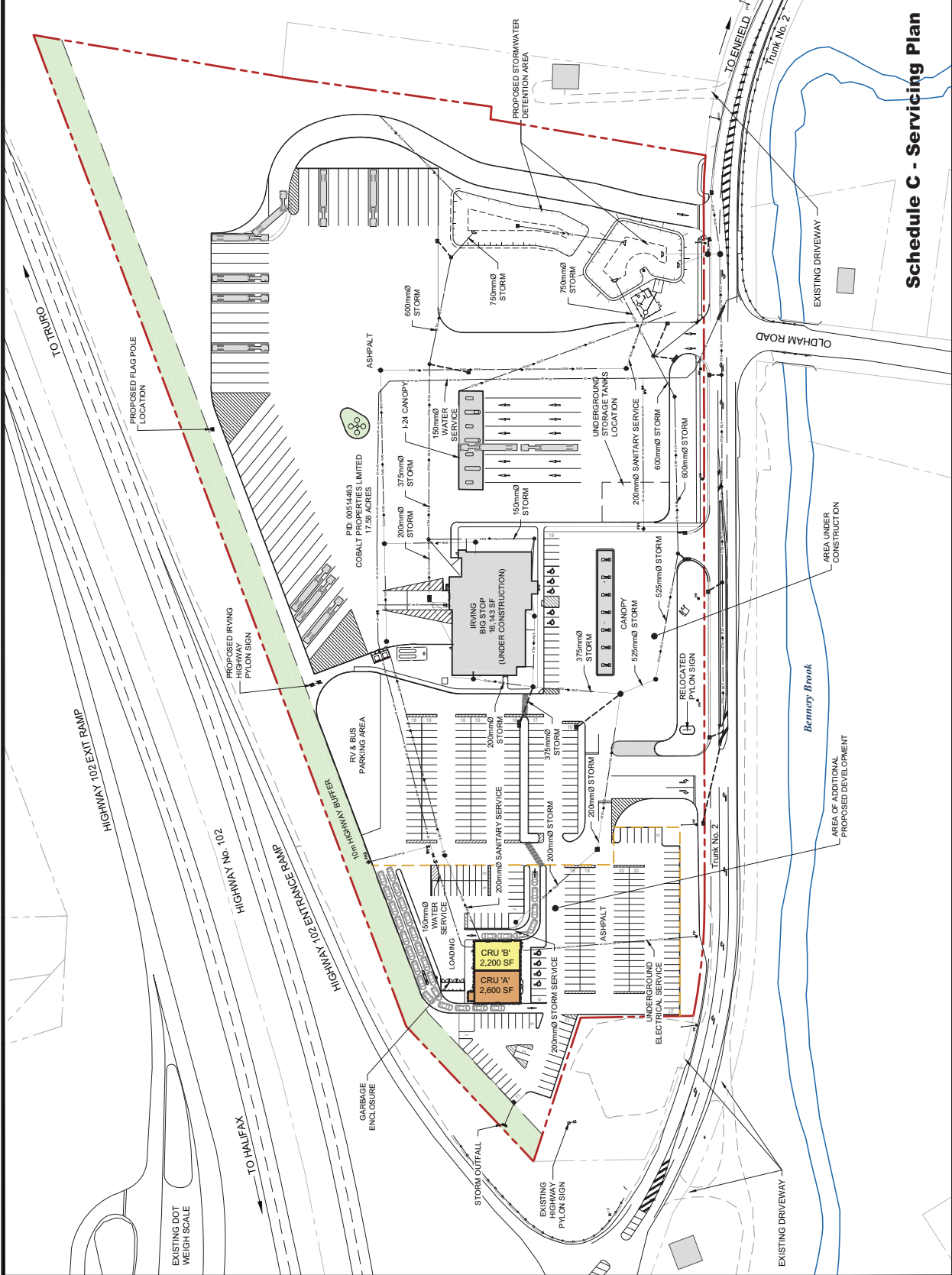


**NORTH**



**GENIVAR**

1 SPECTACLE LAKE DRIVE  
 DARTMOUTH, NOVA SCOTIA  
 CANADA B3B 1X7  
 PHONE: 902 835-9558 • FAX: 902 835-1545  
 WWW.GENIVAR.COM



**Schedule C - Servicing Plan**







**Attachment C**  
**Review of Relevant Policies from the Regional MPS**

<b>Policy</b>	<b>Review Comments</b>
<p><b>S-10</b> - HRM shall, through the applicable land use by-law, establish a Comprehensive Development District (CDD) Zone to apply to certain lands within the following Rural Commuter Centres: Enfield, <del>Fall River</del> (RC-Oct 23/12;E-Jan 12/13), Hubbards, Lake Echo, Musquodoboit Harbour, Porters Lake and Upper Tantallon. This zone is intended to protect these lands as focal points for transit-oriented design development within these centres by requiring development to proceed by development agreement except for the continuation and expansion of existing uses. In considering approval of such development agreements, HRM shall consider the following:</p>	
<p>(a) whether the development is designed as part of a focal point for the distribution of services to the outlying area;</p>	<p>The propose design of the drive-in restaurants is integrated into the overall site plan for the existing gas station, convenience store, restaurant and truck stop. The overall site plan is designed as a focal point for the above noted services.</p>
<p>(b) the types of land uses to be included in the development which may include a mix of medium-density residential uses, ground floor commercial, institutional uses, recreation uses, parking facilities and transit stations or transit stops;</p>	<p>The existing and proposed uses for the site is a mix of ground floor commercial land uses and parking facilities. Residential, institutional and recreation land uses are not proposed. Transit uses for the site are no longer being proposed by the Municipality.</p>
<p>(c) where necessary, locations for pedestrian sidewalks;</p>	<p>Staff and the developer have negotiated a series of on-site pedestrian walkways within the site to serve the needs of pedestrian users of the site.</p>
<p>(d) architectural details marking the entrance to buildings;</p>	<p>The proposed architectural design includes architectural detailing which highlight the location of the entrances to each drive-in restaurant.</p>
<p>(e) controls on signage;</p>	<p>With the exception of the proposed ground signs adjacent to Highway 101, and Highway 2, all signs are required to meet the requirements of the C-4 (Highway Commercial) Zone. Both additional signs are reasonable given the proposed uses.</p>
<p>(f) controls on heights, massing, scale and type of development;</p>	<p>The proposed building is well within the parameters of what would be considered appropriate for the site. The proposed development includes provisions to limit the size of the building to 5500 square feet and 35 feet in height.</p>

<p>(g) details of the exterior architectural design of new buildings which should be complementary to the traditional building style within the surrounding community;</p>	<p>The proposed building includes a traditional building form with a pitched roof. This building form is complementary to the traditional style of the surrounding community and other buildings on the site.</p>
<p>(h) where necessary, details concerning preferred traditional building materials;</p>	<p>The proposed development agreement enables the use of a variety of building materials. The design of the building is primarily stone, clapboard like fibre cement board with an asphalt shingle roof.</p>
<p>(i) appropriate locations of parking for park-and-ride facilities and retail outlets; and</p>	<p>There is adequate parking for the proposed uses. Park and ride facilities are not required as transit to this site is no longer being contemplated by the Municipality.</p>
<p>(j) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-15.</p>	<p>A pedestrian walkway is being provided by the developer from the center of the site along Highway 2 towards the north end of the site. This walkway will serve pedestrians which uses the site and who travel along Highway 2. The walkway is located on the site and will be maintained by the developer.</p>
<p>IM-14 The following uses shall only be considered subject to the entering into a development agreement in accordance with the provisions of the <i>Municipal Government Act</i>:</p>	
<p>(b) Within the Rural Commuter Designation; (i) development within the Comprehensive Development District Zone;</p>	<p>The proposed development agreement is for lands identified as Rural commuter and zoned Comprehensive Development District.</p>
<p>IM-15 - In considering development agreements or amendments to land use by-laws, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</p>	
<p>(a) that the proposal is not premature or inappropriate by reason of: (i) the financial capability of HRM to absorb any costs relating to the development; (ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems; (iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands; (iv) the adequacy of road networks leading</p>	<p>(i) Staff are not aware if of any specific costs associated with the development. (ii) The site is serviced via a private agreement between the land owner and the Municipality of East Hants. The agreement provides for sewer and water services. Staff have met with the East Hants Municipality and they have advised us that the proposal is within the parameters of the agreement. (iii) As no residential development proposed, the proximity of schools, recreation and</p>



<p>to or within the development;</p> <p>(v) the potential for damage to or for destruction of designated historic buildings and sites;</p>	<p>other community facilities is not a concern.</p> <p>(iv) Traffic studies were completed in support of the application and the previous expansion to the Irving Big Stop property. As a result of these studies, significant upgrades to the site have been completed including consolidated driveways, the separation of car and truck traffic and the construction of turning lanes on Highway 2. NSTIR has advised these improvements are adequate for the proposed development.</p> <p>(v) There are no designated historic buildings or sites on the subject lands.</p>
<p>(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <ul style="list-style-type: none"> <li>(i) type of use;</li> <li>(ii) height, bulk and lot coverage of any proposed building;</li> <li>(iii) traffic generation, access to and egress from the site, and parking;</li> <li>(iv) open storage;</li> <li>(v) signs; and</li> </ul>	<p>The following controls have been included in the development agreement:</p> <ul style="list-style-type: none"> <li>(i) The type of uses has been restricted to a drive-in restaurant only;</li> <li>(ii) The height, bulk and lot coverage have been limited to 5,500 square feet and 35 feet in height</li> <li>(iii) Parking, access and egress have been limited to that shown on the site plan.</li> <li>(iv) Open storage has been limited to that enabled in the C-4 (Highway Commercial) Zone. Such requirements are appropriate given the proposed use.</li> <li>(v) With the exception of the proposed ground sign adjacent to Highway 101, all signs are required to meet the requirements of the C-4 (Highway Commercial) Zone. Due to the existing and proposed uses on the site, a larger ground sign is enabled as identified in the discussion section of this report.</li> </ul>
<p>(c) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</p>	<p>The site is not known to be subject to any of the listed conditions.</p>
<p>IM-20 When evaluating a proposal for a development agreement or rezoning under this Plan or a Secondary Planning Strategy, all applicable policies under</p>	<p>The proposed development agreement is being reviewed subject to the policies contained in the Regional MPS, policies contained in Secondary MPS's are not relevant.</p>

<p>this Plan shall be considered, with the exception of non-substantive amendments to existing development agreements entered into prior to the effective date of this Plan and any agreement pursuant to Policy IM-21.</p>	
<p>IM-22 In the event of conflict between this Plan and a Secondary Planning Strategy, the more stringent shall prevail.</p>	<p>The Regional MPS CDD Zone on the subject property conflicts with MPS policies of the Planning Districts 14 and 17 MPS. Because the development agreement policy of the Regional MPS is more stringent (requiring a development agreement), the Regional MPS policy prevails.</p>

**Attachment D**  
**Public Information Meeting Minutes – August 8, 2013**

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case No. 18517 and 18620**

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**Thursday, August 8, 2013**  
**7:00 p.m.**  
**Grand Lake Oakfield Community Centre**

**STAFF IN**

**ATTENDANCE:** Andrew Bone, Planner, HRM Planning Applications  
Holly Kent, Planning Technician, HRM Planning Applications  
Cara McFarlane, Planning Controller, HRM Planning Applications

**ALSO IN**

**ATTENDANCE:** Councillor Barry Dalrymple, District 1

**PUBLIC IN**

**ATTENDANCE:** Approximately

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**1. Call to order, purpose of meeting – Andrew Bone**

The meeting commenced at approximately 7:05 pm

Case 18517 and 18620 affects the Irving Big Stop in Enfield. An application by GENVAR Inc., for the lands of Cobalt Properties and Cobalt Properties Investment Limited, was received by HRM, to enter into a development agreement to permit a 4,500 square foot building which would house two drive-in restaurants. There is also a proposal to rezone 6831 Highway 2 from R-1B (Suburban Residential) Zone to the C-2 (Community Commercial) Zone. The main purpose of the rezoning is to enable a commercial driveway.

**Mr. Bone** reviewed the agenda for the evening.

The purpose of the public information meeting (PIM) is to identify that HRM has received an application for these two sites, provide some background on the proposal and the applicant, and receive feedback from the public. No decisions on these proposals will be made at the PIM. The PIM is strictly an information exchange.

**Mr. Bone** introduced himself as the planner responsible for seeing this application through the planning process; Councillor Dalrymple, District 1; Cara McFarlane and Holly Kent, HRM

Planning Applications; Christina Townsend and Greg Zwicker, GENIVAR Inc.; Jim Drescher, Cobalt Properties; and Jennifer Labrie, Irving.

## **2. Overview of planning process – Andrew Bone**

The planning process for a development agreement and rezoning are fairly similar: a) the first step is generally a PIM (being held tonight); b) a detailed internal/external review of the proposal will be done; c) comments from this meeting along with comments from the review will be taken into account when drafting the staff report (in this case, possibly two reports: rezoning and development agreement) which will include recommendations on the rezoning and on what terms should be in a development agreement and staff's opinion to Council whether the proposal should be approved or rejected; d) once the report is written, it is sent forward to North West Community Council (NWCC - a subset of Regional Council) who are responsible for approval of planning matters; e) NWCC would hold a public hearing where the public has another opportunity to express their concerns with the proposal; f) once a decision is made, there is a 14 day appeal period in which a person or applicant can appeal council's decision; g) if there are no appeals filed, the rezoning becomes active and the development agreement can be signed and registered on the property; and, h) after that, subdivision or building permit applications can be made.

## **3. Presentation of Proposal – Andrew Bone**

Policy P-99 allows for the rezoning of land to the C-2 Zone. The policy requires that Council review specific issues: a) the contribution of proposed use towards the development of a village atmosphere; b) the proximity of the community commercial use to other community commercial uses; c) the proximity of adjacent residential uses; d) the impact of the initial traffic on the road network; and e) a general planning policy.

The other request is for a development agreement. In the 2006 Regional Plan, a number of sites were identified as possible rural commuter centres which included the Enfield Big Stop area. The purpose of this was to ensure that future uses would be transit oriented in the event that transit services would be established in the area.

The policy requires that Council look at a number of things: a) whether the development is designed as a focal point for the distribution of services to the area; b) the types of land uses and the mix of uses in the area; c) pedestrian connections and sidewalks which is important especially on a large site where there will be potentially future transit; d) architectural details of the proposal, signage, height, mass, scale and type of development; e) exterior design of the building, building materials, parking; and f) other general matters that may impact the development and the surrounding community.

The development agreement is a signed legal contract between the municipality and the land owner. It overrides what is normally permitted under the requirements of the land use by-law. In this case, the Regional Municipal Planning Strategy lays out what can happen on the Enfield site. The development agreement is registered on the deed of the property and any future land owners would have to abide by the terms of the agreement.

The Big Stop is currently undergoing redevelopment. This is permitted under current regulations; therefore, permits have been issued for the redevelopment as well as the road work in front of the site. The Nova Scotia Transportation and Infrastructure Renewal (NSTIR) have previously directed Irving to improve the road in front of the site. However, tonight's two specific issues, the rezoning and the development agreement for a 4,500 square foot building, are not part of the current construction that is happening and would only happen after the fact, if approved by NWCC.

### **Presentation of Proposal – Christina Townsend**

There are three processes happening on the site. The first is the redevelopment of the existing Big Stop site which has been permitted as of right. The second is the rezoning application to permit an exit driveway. The third is a development agreement application to permit new commercial use on the site.

A rendering of the building currently being developed was shown. As part of the approved ongoing construction, there is a new Big Stop building and a new I24 truck-only fuelling station. As part of this ongoing construction work, there will be left turning lanes on the site, two going into the site and one for Oldham Road. The site is completely separated so the truck-only fuelling station is left completely separate from the regular traffic and the patrons going to the big stop restaurant. There are four access points for this new development: two to the south (for the new big stop and the new proposed commercial) and two to the north (to serve the dedicated truck fuelling station). There is one access point dedicated to enter and one to exit.

As part of the rezoning application, the further driveway to the north (the exit driveway), has been approved by NSTIR (can be built now) but there is also a preferred location (away from Oldham Road) for safety. This is preferred by NSTIR and supported by Cobalt and Irving; therefore, the property has to be rezoned.

As for the development agreement application, the property is zoned Comprehension Development District which requires a development agreement for new commercial uses. Existing uses can be expanded which is why the Irving Big Stop is being redeveloped but any new uses have to go through the development agreement process. Cobalt is proposing a new 4,500 square foot commercial building that will accommodate two restaurants with drive thrus.

The new proposed buildings will utilize the driveways being put in place now as part of the new construction, as well as the left turning lanes that are being constructed on Highway 2. There is also a complete pedestrian connection to the site. The drive thru cueing lane will have very minimal impact on movement around the site. They are placed in the rear of the property resulting in no impact onto the main road from spillover from the cue.

The water and sanitary services are currently serviced through the Municipality of East Hants and will be for the new development. The stormwater in the parking lot is drained through catch basins to a retention pond and the stormwater from the building will be discharged to a ditch that runs along Highway 102 in the back of the site. Through construction practices, an erosion and sedimentation plan will be put in place during construction.

Mr. Bone confirmed with Ms. Townsend that there are no signed lease agreements with tenants.

#### **4. Questions and comments**

**Harold Gray, Enfield** – asked about sewer. Ms. Townsend explained that the sewage from the site currently goes to the Municipality of East Hants to a pumping station where it is treated.

Mr. Gray asked if the road is going to be widened. Ms. Townsend mentioned that a centre lane is being added; therefore, it will be widened to three lanes. Mr. Gray said the amount of traffic is increasing all the time and the speed goes up to 70 km/hr which is much too fast. How are people going to make a left-hand turn there? Also, there is no sidewalk from the bridge to the Irving Station along that road which is a safety hazard as there is a lot of foot traffic, cyclists, etc. Will a sidewalk be constructed down to the bridge? Mr. Bone said that at the present time, there are no plans to put in a sidewalk. As part of the greater Big Stop development, a traffic study was done to design the layout of the turning lanes. At that time, the issues mentioned would have been reviewed. There has been years of work on behalf of Cobalt and Irving and the Province to approve this. Ms. Townsend said the upgrade of the turning lanes will be a benefit to the traffic problems. Mr. Bone mentioned that the length of the turning lanes will accommodate the cars waiting to turn thus allowing the other traffic to continue through in the right-hand lane.

Mr. Gray said the construction is already underway. Mr. Bone explained that the ongoing construction is based on permits that have been issued for the redevelopment of the Big Stop and not related to the drive thru which would be housed in a different location on the site.

**Doug Ledwidge, representing Ledwidge Lumber on Oldham Road** – likes the development and would like to know more about the traffic study. Was there any appreciation for the truck traffic coming out of the Oldham Road and turning to the left? The three lane idea looks great but it is hard to turn left and there are upwards of 100 trucks coming and going from the Ledwidge property per day. Mr. Bone has asked the applicant to update the study. The turning lane has been considered in the existing study. He will check with the Province as they were the approval agency for the study. Mr. Ledwidge would like to see traffic lights installed to alleviate traffic turning left from Oldham Road and possibly some other concerns. Ms. Townsend said the study was to address the traffic to the site from the redevelopment currently happening and that the left turning lanes were shown as warranted but traffic lights were not. The traffic study did account for the relocation of the driveway. The initial study accounts for 2,500 square feet of the new development and the left turning lanes are longer than what was required.

**Emma Garden, member of the Shubenacadie Watershed Environmental Protective Society (SWEPS)** – SWEPS looks at projects that affect Bennery Brook. The Irving is right next to the brook. There has been a lot of digging along the stretch between Oldham Road and Old Post Road. What is currently being done, during and after construction, to ensure stormwater quality and quantity is being preserved? Ms. Townsend reiterated that the meeting is to discuss the new development. Approval has been given for the ongoing construction. Through new development, developers are required to meet pre and post stormwater flows. There are stormwater retention ponds being created on the site. Ms. Garden asked if the culvert then goes into Bennery Brook? Ms. Townsend confirmed that it does go into the brook. For the new proposal, the catchment

near the fuelling tank has oil and water separators. The catchment for the building roof runoff will run back into the ditch at the back of the site near Highway 102 and eventually go down into Bennery Brook as it normally would. Mr. Bone explained that new approvals for gas stations have to meet current Department of Environment (DOE) standards (ie. double-walled tanks, alarm systems that would detect underground leaks, etc.). Also, all developments in this area received by HRM would be forwarded to SWEPS for their information.

Ms. Garden assumes that water quality monitoring has been done beforehand. Is Irving or the owner going to continue monitoring to ensure there is no impact? Mr. Bone said that water quality monitoring is not typically a requirement of individual developments. Typically, if there was a discharge, DOE would investigate. There are some cases (large residential developments, 800 acres or so, along watercourses) where planning policy identifies that water quality monitoring has to take place.

Ms. Garden asked if the drainage that enters the stormwater pond and culvert will be maintained and monitored over time. Ms. Townsend mentioned that the developer is required to meet all DOE standards.

Ms. Garden asked if this proposal will go before Halifax Watershed Advisory Board (HWAB). Mr. Bone explained that the roles of HWAB have changed recently. They are a policy advisory board now and therefore, individual developments do not go before them.

Ms. Garden mentioned that technically this is connected to the Shubenacadie River and is designated an Atlantic Salmon river.

**Tom Mills, Enfield** – Are there any plans, specifically on the site, to put the sidewalk directly along the front of the entire property? Ms. Townsend explained that the site is completely pedestrian dedicated by including crosswalks and sidewalks. There is not a sidewalk planned for a portion of the frontage (shown). Mr. Mills asked if this could be added to the plan. Ms. Townsend will take it into consideration.

Mr. Mills asked if there would be a crosswalk from Oldham Road to the Irving as many pedestrians come from Old Post Road and the trailer court. Also, the school bus stops on that side; therefore, children will have to cross at that point. Safety is something that must be raised. Mr. Bone explained that this road is controlled by the Province. He will contact NSTIR and raise the issue of the crosswalk in that area.

Mr. Mills wondered if the bulrushes and vegetation along Highway 102 (at the ditch) will remain as it creates filtration for the stormwater runoff from the roofs. Ms. Townsend said the applicant currently has permission for the stormwater to enter into that ditch. Mr. Bone explained that this would be controlled by the Province including any upgrades and maintenance.

Mr. Mills asked if there would be any onsite retention for the roof and parking lot. Ms. Townsend explained that there is onsite retention for runoff from the parking lot and runoff from the roof will go to the ditch. The developer is required to meet pre and post flows. Mr. Mills

wondered if the drainage from the new truck stop would go to Highway 102. Ms. Townsend believes it is just the runoff from the roof.

Mr. Mills asked if the retention ponds will be exposed to the sunlight or covered. Ms. Townsend believes they are dry, open storage, retention ponds. She reiterated that the existing development has been approved by DOE. Mr. Bone will provide some answers to questions asked on the website.

Mr. Mills is concerned about trucks backing up in the middle of the night. Ms. Townsend said the design has dedicated entrance and exit lanes so they can continue forward.

**Bill Horne, Wellington, a member of SWEPS** – How will the oil and water separator pits be cleaned and how often? Ms. Townsend said Mr. Drescher could address the question after the meeting.

**Wendy Smith, Enfield** – Why isn't there a representative here from NSTIR? Mr. Bone said a lot of the questions relate to work that is already permitted. He offered to try to answer question related to NSTIR and have them available on the website. Ms. Smith mentioned a future significant proposal located next to Curly's Portable scheduled for the next two to three years that will include new apartment building complexes and townhouses was not accounted for when considering traffic. Mr. Bone explained that a more recent proposal would not have been accounted for directly in the traffic study; however, the best information available at that time to project future growth would have been used. Ms. Smith believes that traffic lights are warranted for that area considering the other development. Mr. Bone said that as part of the review team process, East Hants will provide comment as the development borders that community. However, the Province controls the traffic study. He will check on the history and find out more about the proposal Ms. Smith has mentioned to see if it impacts what is being reviewed today and if traffic lights are warranted.

Ms. Smith asked if the lighting in the parking lot will be improved. Mr. Drescher, a representative from Cobalt, said that as part of the redevelopment program, all the lights will be changed to LED lighting. They will be brighter, safer and environmentally friendly. The proposed lighting is throughout the parking lot, and around and along the building. It will focus onto the parking area with less spillage off the site. The lighting level can be controlled individually.

**Anna McCarron, Wellington, member of SWEPS** – asked if SWEPS would have an opportunity to comment on the proposal. Could the society get a copy of tonight's powerpoint presentations? Mr. Bone will upload both presentations to the website. Ms. McCarron would like the society to have the opportunity to review the proposal for the interim while the roles of HWAB are changing. She does recommend that one of the review policies be pre and post water quality monitoring for such developments that could have an impact on watercourses. This is important not just for SWEPS but for any water community group that could fill the role that HWAB is not filling in the interim.



Ms. Garden wondered if the specifications for site drainage for the stormwater system and the design for the stormwater ponds be included in the development plan. Mr. Bone explained that DOT and NSTIR would review those. Ms. Garden asked to have access to that. Mr. Bone will have to check through HRM's FOIPOP process. A lot of the time, engineering studies are not available to the public.

## **5. Closing comments**

**Councillor Dalrymple** thanked everyone for attending the PIM. The PIM is the first step in the process and gives the public a chance to see the presentation and provide feedback. Mr. Bone will take the feedback and try to address concerns through the development agreement. Some issues (the road and environmental concerns) are jurisdiction of the Province but Mr. Bone works closely with them and will forward concerns in regards to this proposal. Proposed development in the area will increase traffic over time and by adding a third lane will tremendously improve the flow of traffic. He mentioned that this would be a great time to prepare for future increased traffic by placing the wiring and infrastructure for traffic lights underground at that intersection while the road construction is in process to avoid having to tear it up in the future. He appreciates Mr. Bone sharing as many of the plans with the SWEPS group while roles are changing with HWAB. From an environmental standpoint, Councillor Dalrymple is very pleased with many of the things he has seen and hopes the commitment level will remain. The oil and water separators are not mandatory under the development agreement but the developer has assured him that they will be going in. As for drainage, he would like to see the bulrushes and marshland undisturbed to help with filtration. As for the lighting, the LED lights are tremendously softer than the current lights and are focussed downwards.

**Mr. Bone** thanked everyone for coming and expressing their comments.

## **6. Adjournment**

The meeting adjourned at approximately 8:20 pm