

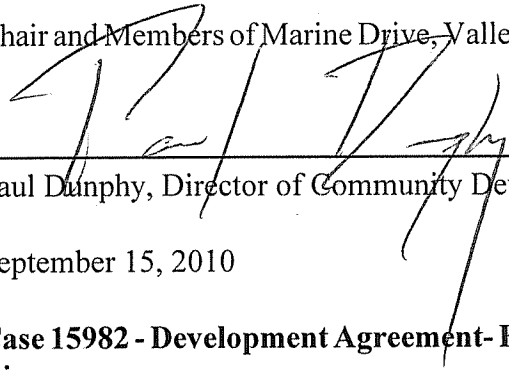
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PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Marine Drive, Valley and Canal Community Council
September 28, 2010

TO: Chair and Members of Marine Drive, Valley and Canal Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: September 15, 2010

SUBJECT: Case 15982 - Development Agreement- Fall River Shopping Plaza, Fall River

ORIGIN

Application by Sobeys Land Holdings Limited.

RECOMMENDATION

It is recommended that Marine Drive, Valley and Canal Community Council:

1. Give Notice of Motion to consider the proposed development agreement as provided in Attachment A, and schedule a public hearing.
2. Approve the proposed agreement (discharging the existing agreement and entering into a new agreement) which enables a 105,000 square foot shopping plaza at 3286 Highway 2 as provided in Attachment A.
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

EXECUTIVE SUMMARY

Sobeys Land Holdings Limited is seeking approval of a development agreement pertaining to Comprehensive Development District (CDD) lands located in Fall River. The lands, illustrated on Map 1, encompass 14.16 acres (5.7 hectares) on Highway 2 at the intersection of Fall River Road. These lands presently contain a Sobeys grocery store, commercial plaza and Tim Hortons.

The proposal is a reconfiguration of the 105,000 ft² (9,755 m²) of commercial space permitted under the existing development agreement. Specifically, the expansion of the existing grocery store and construction of two new commercial buildings (5,000 ft² and 20,000 ft²).

A Public Information Meeting was held on May 12, 2010 to discuss the proposed development. Attachment B of this report contains a summary of this meeting. On April 21, 2010 Halifax Waters Advisory Board provided a positive recommendation on the proposed development (Attachment C). Staff is recommending approval of the proposed development agreement (Attachment A) as it complies with the relevant policies for the Regional Municipal Planning Strategy (Attachment D).

BACKGROUND

The Fall River Shopping Plaza is located at 3286 Highway 2 and is designated Rural Commuter under the Regional Municipal Planning Strategy (RMPS). The lands are designated Community Centre and zoned Comprehensive Development District (CDD) in accordance with the Planning Districts 14 and 17 Municipal Planning Strategy (MPS) and Land Use Bylaw (LUB) (Map 1 & 3). Under the CDD zone any proposed development is subject to the development agreement process and requires approval by Community Council.

Existing Development Agreement

On July 18, 2000, Marine Drive, Valley and Canal Community Council approved a development agreement which enabled the expansion of the Fall River Shopping Plaza. This agreement enabled up to 105,000 ft² (9,754.5m²) of commercial space (Map 4). To date approximately sixty percent or 61,230 ft² (5,688m²) of the site has been developed (a grocery store, commercial plaza and Tim Hortons).

Proposal

The applicant, Sobeys Land Holdings Limited, wishes to add new retail space for the grocery store and to reconfigure the site plan to reduce the number of outbuildings (Schedule B of Attachment A). The applicant wishes to develop the following:

- 15,770 ft² (1,465 m²) addition to the grocery store;
- 20,000 ft² (1858 m²) stand alone commercial building; and
- 5,000 ft² (465 m²) stand alone commercial building.

These changes are considered substantive amendments to the existing development agreement and can be best considered by discharging the existing agreement and enter into a new development agreement.

Servicing

The lands are within a Service (Sewer Only) area identified under the Regional Subdivision By-law and capable of being serviced with central sewer via the Lockview-MacPherson Wastewater Treatment Plant. Wastewater discharge from the site is regulated by an existing wastewater discharge agreement which grants rights for up to 7000 imperial gallons per day. In addition, the property owner purchased the use of another 2000 imperial gallons per day in 2002, however, this purchase was never formalized in an agreement. Water for this site is drawn from Lake Thomas and is treated by a privately owned water treatment plant run by the Developer.

Plan Policy

The subject lands are recognized under the Regional Plan as one of the potential Rural Commuter Transit Sites due to its strategic placement at the core of the Fall River community. The CDD zone was an interim measure placed on the site to ensure that inappropriate development did not take place prior to the completion of the secondary planning process for the Fall River Centre identified in the Regional MPS. The goal of the policy is to ensure that development was conducive to the creation of a focal point for the Fall River Centre.

DISCUSSION

Policy S-10 of the Regional Plan provides the criteria under which Council can consider a development agreement for the site (Attachment "C"). Staff have reviewed the proposal and have determined that it is consistent with the relevant policies. During the review process, the following issues were identified by staff for discussion:

Compatibility with adjacent land uses - The site is generally separated from nearby residences through grade separation and distance. However, to further minimize the impact of the development, controls have been placed in the agreement relating to the hours of operation and site lighting. The agreement limits hours of for deliveries and use of the trash compactor to between 7 am and 11 pm daily to help minimize the impact of the operation of the development on the surrounding community.

Landscaping - Community members have identified further landscaping of the site is an important community goal. Staff have negotiated the installation of more than thirty trees throughout the site. Further, the developer is proposing the construction of a private community park at the southern entrance to the site. Landscaped islands have been provide near Block B to provide a well delineated parking lot. Landscaping of all existing disturbed areas will be required so that the site has a finished look (Schedule B of Attachment A). The plan also includes landscaping placed in front of all new buildings. This landscaping will help manage the visual impact of the buildings by breaking up the scale of the buildings.

Pedestrian Circulation - Staff have identified that the walkway/sidewalk network on the site is incomplete. Staff have negotiated the inclusion of new private sidewalks on the site at the northern and southern driveways. In conjunction with the existing public sidewalk along Highway 2, this

network provides pedestrians with easy access to all commercial buildings while minimizing conflict with vehicles.

Traffic Generation - A comprehensive Traffic Impact Study which concluded that the volume of traffic generated by the proposed residential development should not have a significant impact on the performance of Highway 2. The conclusions of the study are supported by HRM staff.

Southern Driveway - The reconfiguration of the grocery store and relocation of the loading dock to the rear of the building would have truck traffic entering and leaving the southern driveway. As a result, the southern driveway must be upgraded to enable trucks to safely use this access/egress. The agreement requires this upgrade be completed in conjunction with the reconfiguration of the grocery store.

Sewer Capacity - The site is subject to an existing Wastewater Agreement negotiated with the former Halifax County in 1994. This agreement assigns the site 7000 imperial gallons of wastewater treatment per day. In 2002, Sobeys acquired another 2000 imperial gallons of wastewater treatment per day through the payment of \$40,000 to the Municipality. However, the original wastewater agreement was never amended to reflect this change. Staff are suggesting through the agreement that a new wastewater agreement be negotiate prior to the construction of Block B.

Phasing - As the proposal includes several components which are likely to take place at different times, the agreement requires detailed phasing to ensure that parts of the development, such as landscaping and driveway widening are completed at appropriate times.

Environmental controls - Questions were raised regarding on-site water retention measures. The Developer has submitted a Preliminary Storm Water Management Plan, which was accepted by HRM Staff and Halifax Waters Advisory Board. Under the proposed Agreement, the Developer is required to submit a complete Storm Water Management Plan prior to issuance of Construction Permits. There is pyritic slate on this site therefore, the proposed agreement requires the Developer to follow provincial regulations if pyritic slate is encountered. The developer is aware of the issue and has indicated the placement of proposed buildings on this site was done to minimize disturbance of this material.

Architecture (Materials)- The Regional MPS policy which enables this development provides direction with regard to architecture and suggests that any development include architecture forms which are complementary to traditional building form in the community. The proposed addition to the grocery store has a brick facade with clapboard type accents (Schedule D of Attachment A). The proposed Block B building is primarily faced with clapboard (Schedule E of Attachment A). The use of clapboard type siding is complementary to the traditional Fall River building style while the use of brick with clapboard could be considered complimentary as well.

Architecture (Roof Lines)- Both proposals (Sobeys expansion and Block B building) include flat roofs with parapets to enhance the roof line and identify the location of the main entrances to the

buildings. Pitched roofs are more characteristic of the Fall River area and the use of a pitched roof or partial pitched roof would have been more complimentary to the surrounding community.

Fall River Vision Implementation - The Fall River Vision Implementation Committee is currently developing new design regulations to carry out the intent of the municipal planning strategy towards the retention of the rural village atmosphere in Fall River. It is anticipated the Vision Implementation Committee will be bringing forward those regulations for approval by Council late this year.

The draft regulations contain requirements to break up the mass and scale of larger buildings through architectural design. It is the opinion of staff proposal meets the draft regulations with the exception of the flat roofs. More specifically, the draft regulations propose that flat roofs be prohibited in the Fall River Village Centre in the future, except for larger buildings where a partial roof is constructed to visually conceal the flat roof. The proposed regulations also require the incorporation of wall plane projections or recesses every 50 ft (15.24 m) to break up the mass and appearance of all facades and the construction of a gabled entryway and covered walkways for buildings with multiple storefronts. The proposed development of Block B is not in keeping with these draft regulations as it features a flat roof with false gable entryway and 175 ft (53.34m) building facade without the incorporation of the desirable architectural features (Schedule E of Attachment A).

While it is staff's opinion, the proposed roof lines due not meet the intent of the proposed draft regulations for the Fall River Village Centre, these regulations are draft and have yet to be approved by the Fall River Vision Implementation Committee or Council. The proposed development must meet the intent of existing plan policy and not proposed draft regulations. Therefore, provisions relating to architectural treatments and landscaping have been added to the agreement to ensure the proposal is complementary to traditional building form in the community. However, should Council wish to require pitched roofs, this would also be in keeping with the intent of the existing policy and would further complement the traditional building form in the community.

Bedford Waters Advisory Board

Halifax Waters Advisory Board reviewed the proposed development at their April 21, 2010 meeting as the project is adjacent to Lake Thomas. Their summary recommendation is attached as Attachment C. It is staff's opinion the matters raised by the Board have been reasonably implemented through the proposed development agreement (Attachment A) or are addressed through the standard HRM permitting process.

Conclusion

The proposed development to reconfigure the Fall River Shopping Plaza is in keeping with existing MPS policy. Through the proposed development agreement it will be developed in a manner which is conducive to the creation of a focal point for the centre. Further the addition of a transit stop, as requested by Metro Transit, will further the RMPS's goal of creating a transit oriented development on the site. Staff recommend that Marine Drive, Valley and Canal Community Council approve the proposed development agreement as provided in the recommendation section of this report.

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

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 May 12, 2010. A public hearing has to be held by Council before they can consider approval of any amendments.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 3. Attachment B contains a copy of the minutes from the meeting. Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 3.

The proposed development agreement will potentially impact (but not limited to) the following stakeholders: local residents and property owners.

ALTERNATIVES

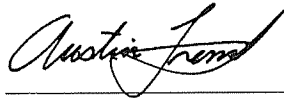
1. Marine Drive, Valley and Canal Community Council may choose to approve the agreement, as contained in Attachment A. This is the recommended course of action as the proposed development agreement meets the overall intent of the Regional Municipal Planning Strategy.
2. Alternatively, Marine Drive, Valley and Canal Community Council may choose to approve the terms of the agreement, as contained in Attachment A, with modifications or conditions. Some modification or conditions may require additional negotiation with the developer. Should Council require amendments to further the goal of the Fall River Vision Implementation Committee, staff will have several suggestions available at the public hearing.
3. Marine Drive, Valley and Canal Community Council may choose to refuse the agreement. Pursuant to Section 245(6) of the *Halifax Regional Municipality Charter*, Council must provide reasons to the applicant justifying this refusal, based on policies of the Regional MPS. This alternative is not recommended for the reason outlined in this report.

ATTACHMENTS

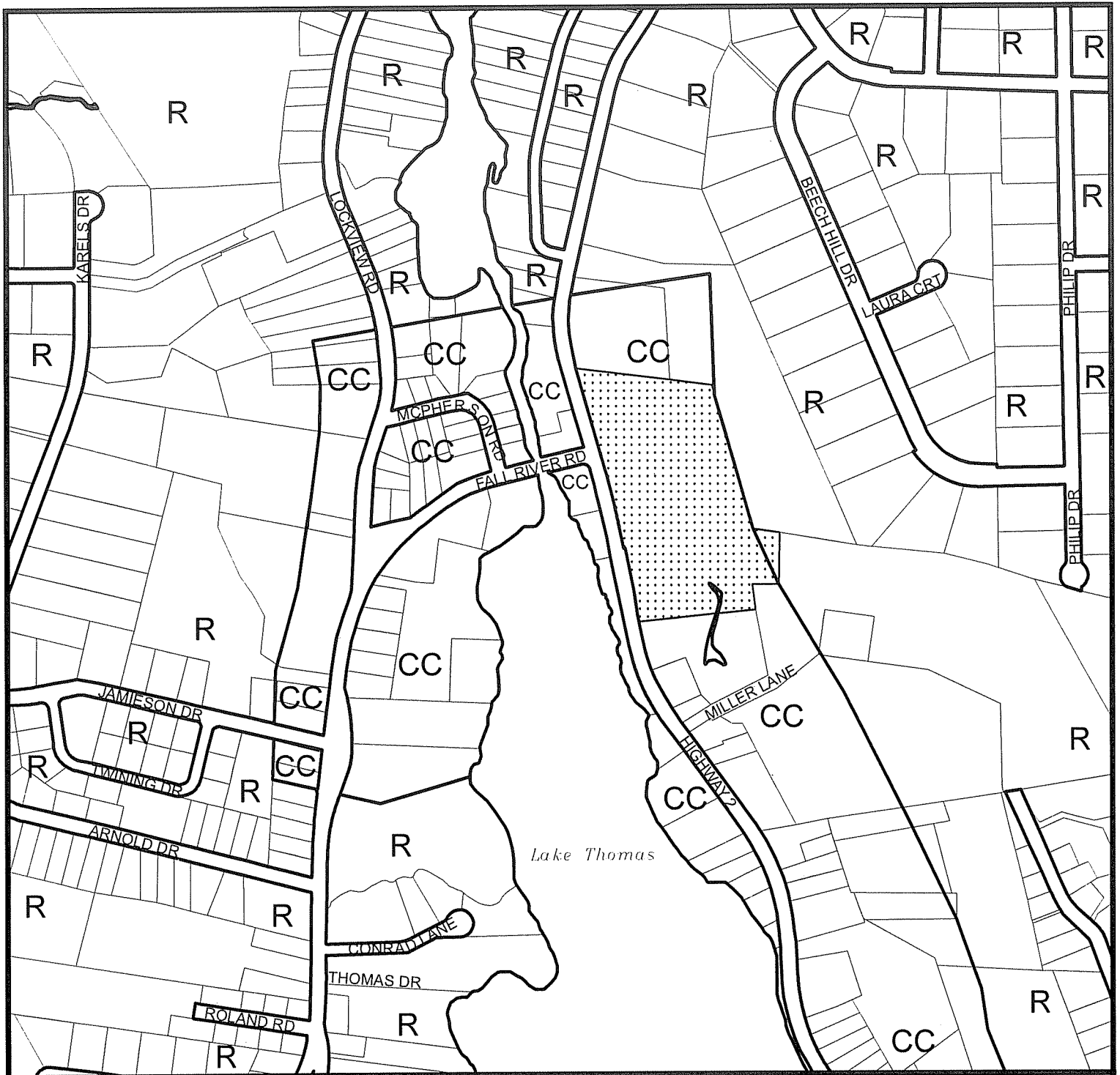
Map 1	Generalized Future Land Use
Map 2	Regional Generalized Future Land Use
Map 3	Zoning
Map 4	Approved Development Plan
Attachment A:	Development Agreement
Attachment B:	Minutes from Public Meeting on May 12, 2010
Attachment C	Halifax Waters Advisory Board Minutes - April 21, 2010
Attachment D	Excerpt from the Regional Municipal Planning Strategy - Policy Review

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.

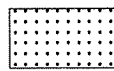
Report Prepared by : Andrew Bone, Senior Planner, Community Development, 869-4226



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



Map 1
Generalized Future Land Use

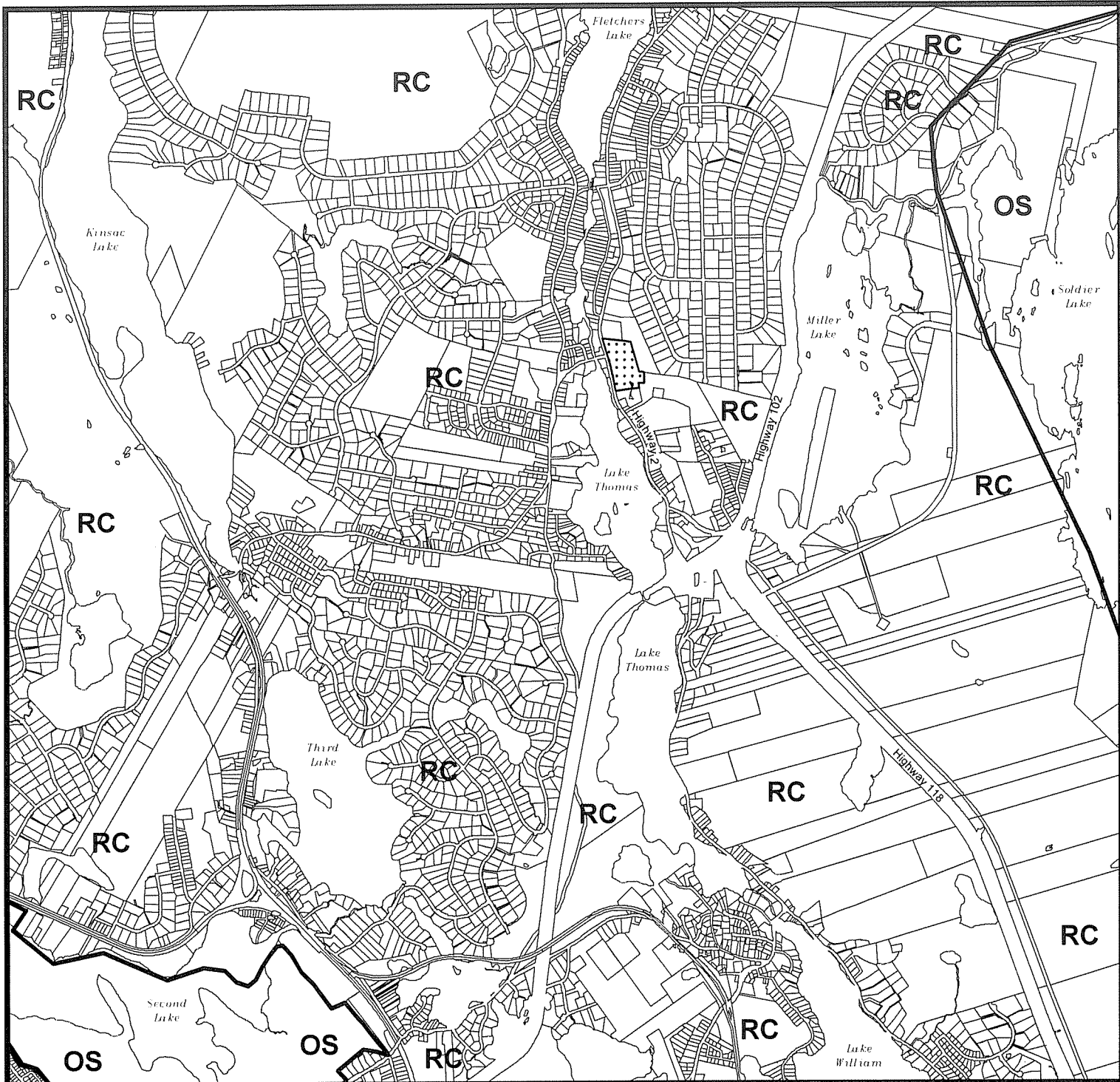


Subject Property

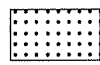
HALIFAX
REGIONAL MUNICIPALITY
Community Development
Planning Services

R Residential Designation
CC Community Centre Designation





Map 2
Regional Plan Generalized Future Land Use

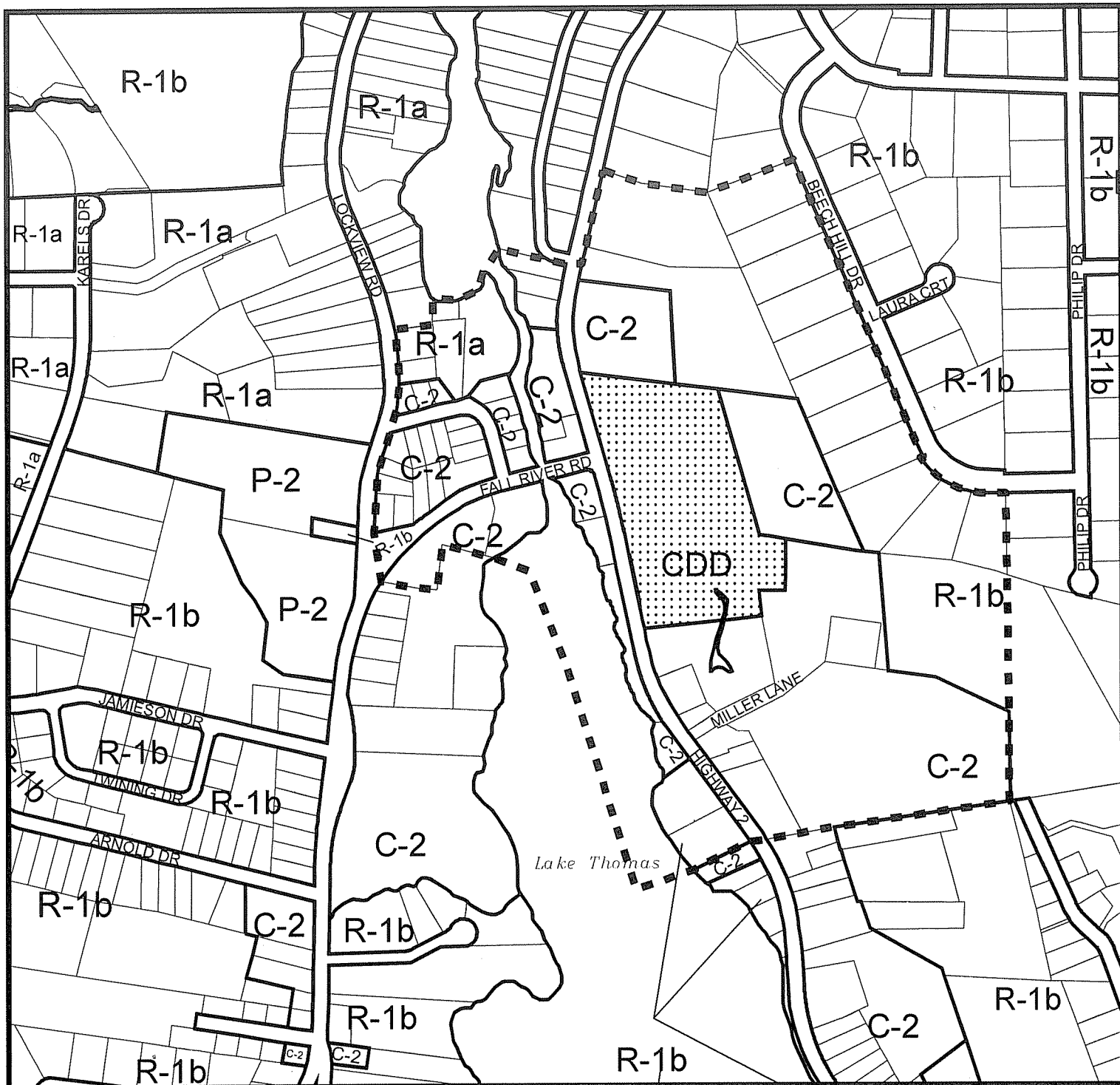


Subject Property



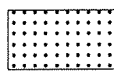
- RC Rural Commuter Designation
- OS Open Space and Natural Resource Designation





**Map 3
Zoning**

- R-1a Single Unit Dwelling Zone
- R-1b Suburban Residential Zone
- C-2 Community Commercial Zone
- P-2 Community Facility Zone
- CDD Comprehensive Development District Zone



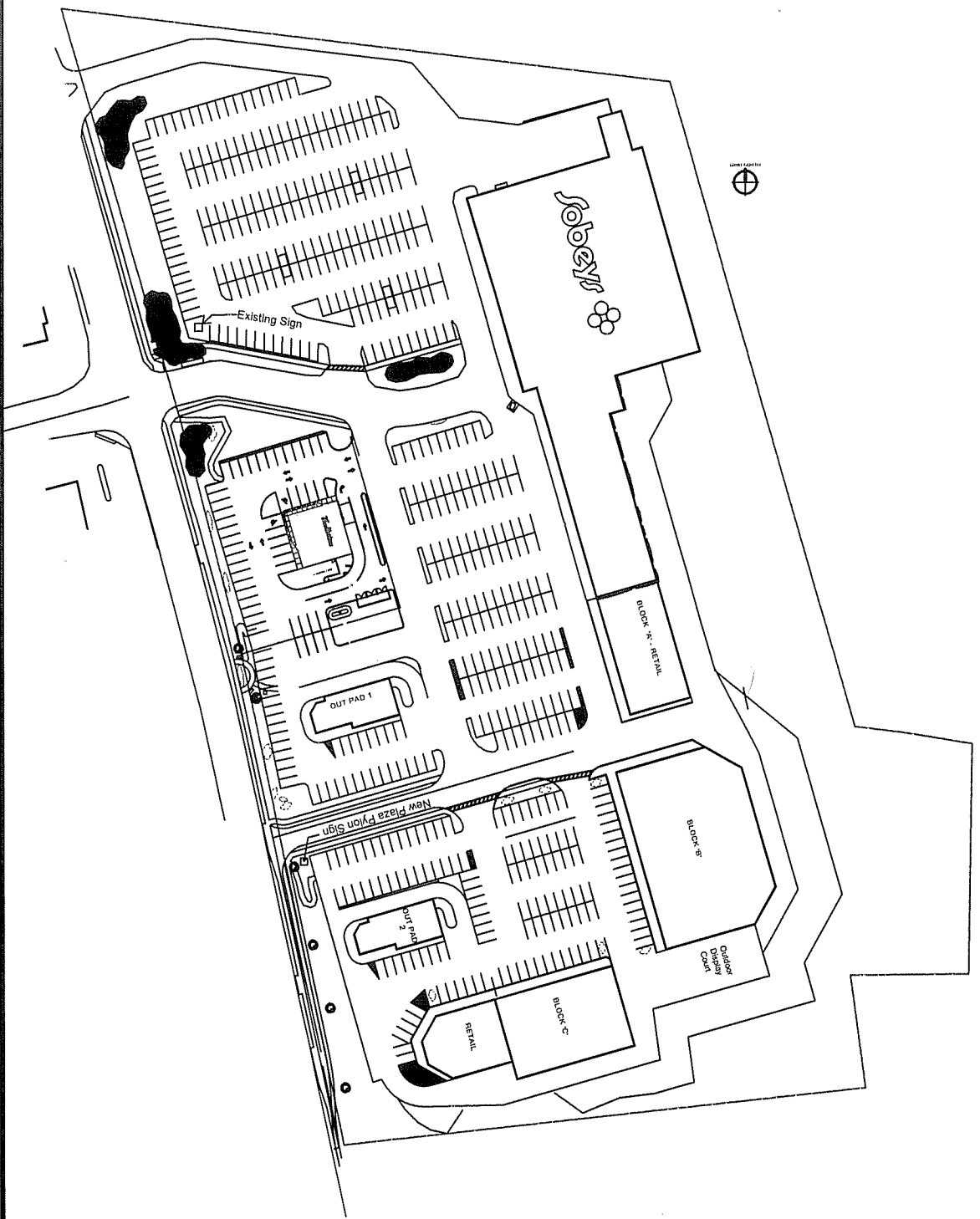
Subject Property



Notification Area



Map 4
Existing DA Concept



July 17, 2000

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

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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.

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

Home Improvement Retail Centre means a retail commercial establishment which sells wall paneling, wood products, windows, flooring, electrical fixtures, plumbing fixtures, hardware and similar goods.

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 15982:

List all applicable Schedules:

Schedule A	Legal Description of the Lands(s)
Schedule B	Concept 15982-01
Schedule C	Stormwater and Servicing 15982-02
Schedule D	Sobeys Elveations and Floor Plan 15982-03
Schedule E	Block B - Elevations 15982-04 /15982-05
Schedule F	Pylon Sign 15982-06
Schedule G	Phasing Plan
Schedule H	Use Permitted within the Shopping Centre

3.2 Requirements Prior to Approval

3.2.1 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) a copy of the new wastewater discharge agreement with Halifax Water in accordance with Section 4.6 of this Agreement.
- (b) a copy of any permits (if required) for on-site sewage treatment in accordance with Section 4.5 of this agreement.
- (c) Landscaping Plan in accordance with Section 3.8 of this Agreement.
- (d) Lighting Plan in accordance with Section 3.7 of this Agreement.
- (e) Water withdrawal permits in accordance with Section 4.4 of this Agreement.
- (f) Stormwater Plan in accordance with Section 4.10 of this Agreement.
- (g) Erosion and Sedimentation Control Plan in accordance with Section 5.2 of this Agreement.

3.2.2 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 Landscaping Plan in accordance with Section 3.8 of this Agreement.
- (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with Lighting Plan in accordance with Section 3.7 of this Agreement.
- (c) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with Stormwater Plan in accordance with Section 4.10 of this Agreement.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land

Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) A community shopping centre complex consisting of several commercial buildings, the gross floor area of which shall not exceed one hundred and five thousand (105,000) square feet subject to the terms of this agreement.
- (b) Any uses identified in Schedule G, subject to the terms of this agreement.

3.4 Phasing

3.4.1 Phasing shall be permitted to happen subject to the following conditions and sequences:

- (a) Phase 1 - the expansion of the existing food store including a 12, 130 square feet (1126.8 m²) expansion to the store and a new 3640 sq ft (338.1 m²) expansion to form a new loading dock may be permitted subject to the following.
 - i) construction of a concrete sidewalk from the north driveway entrance to the new entrance to the store as shown on Schedule B and as per Section 3.6.5 of this agreement.
 - ii) landscaping consisting of trees to be placed as generally shown on Schedule B between the north driveway and centre driveway as per Section 3.8.5 of this agreement.
 - iii) landscaping beds at the front of the existing food store as per Section 3.8.8 of this agreement.
 - iv) construction of a widened south entrance driveway to accommodate truck traffic as shown on Schedule B and Section 3.6.10 of this agreement.
- (b) Phase 2 - the construction of Block B, a 20,000 sq ft (1858 m²) commercial building may be permitted subject to the following.
 - i) construction of concrete sidewalks from the south driveway entrance to the new Block B as shown on Schedule B and as per Section 3.6.6 of this agreement.
 - ii) landscaping consisting of trees to be placed as generally shown on Schedule B surrounding the parking area for Block B as per Section 3.8.6 of this agreement.
 - iii) landscaping beds on the north and west side of Block B as per Section 3.8.8 of this agreement.
 - iv) construction of the parking area located in front of Block B as per Section 3.6.1 of this agreement.
 - v) construction of private community park as per Section 3.8.7 of this agreement.
 - vi) written confirmation from Halifax Water regarding the wastewater discharge agreement as per Section 4.6 of this agreement.

- (c) Phase 3 - the construction of Block C, a 5000 sq ft commercial building may be permitted subject to the following.
- i) landscaping beds on the north and east side of Block C as per Section 3.10.8 of this agreement.
 - ii) construction of the parking area located north of Block C as per Section 3.6.1 of this agreement.
 - iii) written confirmation from Halifax Water regarding the wastewater discharge agreement as per Section 4.6 of this agreement.
- 3.4.2. The Developer shall be permitted to precede with any phase of the development at any time subject to the terms of this agreement.
- 3.4.3 External renovations which alter the architectural details of the existing commercial plaza (mall) shall not be permitted.

3.5 Siting And Architectural Requirements

Siting, Bulk and Scale

- 3.5.1 The buildings shall be sited as shown on the Schedules B.
- 3.5.2 The buildings shall have a bulk and scales as shown on Schedules D and E.

Height

- 3.5.3 The buildings shall be permitted a maximum height of thirty-five feet (10.6m).

Architectural Requirements

- 3.5.4 The architecture of the buildings on the lands shall be as shown on Schedules B, D and E and as follows:
- (a) The main facade of the grocery store (Phase 1) identified in Schedule B and D and G shall include the following:
 - (i) siding materials which primarily includes brick, brick veneer, clapboard or equivalent;
 - (ii) peaked parapets above the main entrance to the building;
 - (iii) awnings above the main doors and main floor windows; and
 - (iv) brick pilasters with soldier course details.
 - (b) The main facade of the new commercial building (Phase 2) identified in Schedule B, E and G shall include the following:
 - (i) siding materials which primarily includes clapboard or equivalent;
 - (ii) peaked parapets above the main entrances to the building;
 - (iii) cultured stone finish as shown on Schedule E; and
 - (iv) feature trim as shown on Schedule E.
 - (c) The main facade of the new commercial building (Phase 3) identified in Schedule B and G shall be permitted as enabled under the Land Use By-law, as amended from time to time or as enabled through a substantive amendment to this agreement.

- (d) Any change to the existing architecture of the existing strip mall (Phase 4) identified in Schedule B and G shall be permitted as enabled under the Land Use By-law, as amended from time to time or as enabled through a substantive amendment to this agreement.

Mechanical and Rooftop Equipment:

- 3.5.5 Buildings shall be designed such that the mechanical systems and rooftop equipment (HVAC, exhaust fans, telecommunications equipment, elevator equipment, etc.) are not visible from public view. 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 and noise reduction measures are implemented.
- 3.5.6 Barriers that serve to reduce noise levels associated with the operation of rooftop mechanical equipment shall be installed on all units. The design shall be prepared by a professional engineer and certification of the installation of such barriers shall be provided to the Development Officer prior to an Occupancy permit being issued by the Municipality.

Powers of the Development Officer:

- 3.5.7 The Development Officer may permit changes from the schedules in relation to siting and layout of a building, provided the change is minor and furthers the intent of the agreement. Further the Development Officer may permit minor changes to the architectural details shown on Schedule D and E, provided the change is minor and furthers the intent of the agreement.

3.6 Parking, Circulation and Access

- 3.6.1 The parking area 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 a minimum of 500 parking spaces. The minimum dimension of parking spaces shall be 9 feet (2.7m) by 18 feet (5.48m), except those spaces required for mobility disabled parking which shall conform to the requirements of the National Building Code.
- 3.6.3 The parking area shall be hard surfaced and paved with asphalt or equivalent.
- 3.6.4 The limits of the parking area shall be defined by fencing or landscaping or concrete curb.
- 3.6.5 The developer shall be responsible for the construction of a concrete sidewalk from the north driveway entrance to the new entrance to the store as shown on Schedule B.
- 3.6.6 The developer shall be responsible for the construction of a concrete sidewalk on both sides of the south driveway entrance to the new entrance to Block B as shown on Schedule B.

- 3.6.7 The developer shall be responsible for the construction of a concrete sidewalk to provide pedestrian circulation within the private community park as shown on Schedule B.
- 3.6.8 The developer shall provide concrete sidewalks along the face of all buildings as shown on Schedule B.
- 3.6.9 All sidewalk shall be of a minimum of five feet (1.52m) in width.
- 3.6.10 The Developer shall provide a location for a transit stop on the site upon the request of Metro transit. Such a stop shall be made available for use by Metro Transit and their passengers. This stop shall be located near Block C and meet the requirements of Metro Transit. The Developer shall not install the bus bay shown on the schedules unless requested to do so by Metro Transit.
- 3.6.11 The developer shall be responsible for the construction of a widened of the South driveway as shown on Schedule B.

3.7 Outdoor Lighting

- 3.7.1 A Comprehensive Exterior Lighting Plan, prepared by a qualified professional, shall be submitted as part of any development to reduce the effects of light spillover on adjacent properties. The Lighting Plan shall be designed in accordance with the following:
- (a) lighting devices shall be designed to direct light to driveways, parking areas, loading area, building entrances and walkways and arranged to divert the light away from streets, adjacent lots and buildings;
 - (b) different luminaries that are purpose oriented (e.g. flush mount lighting for building accent, ground-oriented lighting along pathways) shall be selected to provide a coordinated appearance and to light pedestrian pathways, parking spaces, driving aisles, building and site entrances and other relevant site features;
 - (c) all outdoor lighting equipment shall comprise Full Cut-off Fixtures that are properly shielded and downward directed to reduce the spillover of lighting onto adjacent properties;
 - (d) lighting shall be automatically timed to allow the reduction in illumination during the off peak hours of operation.
- 3.7.2 Prior to the Development Officer issuing an occupancy permit, the Developer shall provide certification by a qualified professional, that site lighting has been installed in conformance with the Lighting Plan.

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.

Landscape Plan

3.8.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Concept Plan shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

Compliance with Landscaping Plan

3.8.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.8.4 Notwithstanding Section 3.8.3, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works, including sidewalks, and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. 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 Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. 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.

3.8.5 The Developer shall provide landscaping consisting of a minimum of 15 trees to be placed as shown on Schedule B between the north driveway and centre driveway.

3.8.6 The Developer shall provide landscaping consisting of a minimum of 14 trees surrounding the parking area for Block B as shown on Schedule B.

3.8.7 The Developer shall provide landscaping consisting of a minimum of 9 trees and the creation of a private community park area adjacent Block C as shown on Schedule B. In addition the Developer shall provide sidewalk as per Section 3.6.7 of this agreement. The Developer shall provide an assortment of street furniture in the park to create a useable seating area for at least four persons.

3.8.8 The Developer shall provide landscaping beds in front of Block B, C and the existing food store as shown on Schedule B. These beds shall have a minimum 1.8m (6 feet) in width and be planted with a mixture of shrubs, trees and perennials. Where a bed is greater than 3.3 m (10 feet) long, one tree shall be provided. Where a bed is greater than 4.52m (15 feet) long,

a minimum of two trees shall be provided. Trees or large shrubs shall be placed in locations where long plank walls exist including the north side of Block B and the west face of the food store.

3.8.9 All trees provided shall be a minimum height of 1.52 m (5 ft) and a minimum diameter of 5 centimeters (1.96 inches).

3.8.10 The developer shall be permitted to install fencing required for safety and security.

3.8.11 The Developer shall ensure that landscaping is provided on all disturbed areas and includes the stabilization of the hill at the rear of the shopping centre. The developer shall landscape this area with grass (hydroseed) or equivalent. All seeding or equivalent shall be completed prior to the Occupancy Permit being issued for Phase 2 or Phase 3 whichever is later.

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.

3.10 Signs

3.10.1 Signs shall be limited to:

- (a) Fascia signs shall be permitted on the wall facade of the buildings, as shown on the Schedules. These signs shall not exceed more than two square feet per lineal foot of the wall on which the sign is affixed. Signs shall not extend beyond the roof line and beyond the extremities of the wall.
- (b) A total of two ground signs may be permitted on the Lands at the southern and centre driveway as shown on Schedule "B". The ground signs shall not exceed 35 feet in height and the total face area of the sign dedicated to advertizing (both sides) shall not exceed 500 square feet. The centre driveway sign shall associated with Phase 1 and be installed at the location of the existing sign as shown on Schedule B. Further the new centre driveway sign shall be as shown in Schedule F.
- (c) Instructional/directional signs shall be permitted in accordance with the Land Use By-law, as amended from time to time.
- (d) Sandwich board signs shall be as permitted under By-law S-800.

3.10.2 No mobile, portable or planter box signs shall be permitted.

3.10.3 The Development Officer may approve minor changes to the appearance of signs, provided the integrity of the design is maintained and no sign obstructs the vision of drivers leaving

the roadway or driveway, or detract from the visibility or effectiveness of any traffic sign or control device on public streets.

3.11 Temporary Construction Building

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

3.12 Hours of Operation

3.12.1 The permitted hours for shipping and receiving and for the operation of the waste compactor shall only be between 7:00 a.m. and 11:00 p.m. daily.

3.12.2 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

3.13 Outdoor Storage and Display

3.13.1 A seasonal greenhouse/garden centre with a gross floor area of no more than one thousand (1,000) square feet shall be permitted on the Lands. An outdoor display area for bedding plants, shrubs and trees shall be permitted in conjunction with the greenhouse. The display of fertilizers, pesticides, manure, mulch and topsoil shall be permitted only where these products are packaged or otherwise fully contained.

3.13.2 The outdoor display of sample products from the retail home improvement centre such as, but not limited to, swing sets, baby barns, and landscaping materials shall be permitted immediately adjacent to the retail centre. Such area shall be enclosed by an opaque fence of a minimum height of 10 feet and shall be located in a monor that does not interfere with pedestrian or vehicle circulation. No other outdoor storage or display of goods shall be permitted on the Lands, except that outdoor storage in loading/unloading areas shall be limited to locations for refuse containers/waste compactor, and such facilities shall be adequately screened.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

4.1 Any connections to publically owned and maintained infrastructure shall satisfy Municipal Service Systems Specifications, Halifax Water Design and Construction Specification and the requirements of the Municipality and Halifax Water unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

Off-Site Disturbance

- 4.2 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.

Outstanding Site Work

- 4.3 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

- 4.4 The Lands shall be serviced through a privately operated on-site water distribution system. Prior to a construction permit, the developer shall provide the Development Officer a copy of any permits required to withdraw water from Lake Thomas.

On-Site Sanitary System

- 4.5 Nothing in this agreement shall prevent the Lands to be serviced through privately owned and operated sewer systems and treatment facilities if municipal sewer services are not available. Should private treatment be required, 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. In accordance with Section 3.2.3, 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.

Municipal Sewer Services

- 4.6 Prior to the issuance of a construction permit for Block B or Block C, the developer shall provide copies of a new wastewater discharge agreement with Halifax Water which replaces the existing wastewater discharge agreement and outlines the parameters of wastewater discharge rights for the Lands. Development of Block B and C shall be subject to the terms and conditions of said agreement. If a new agreement cannot be reached, development of Block B and C shall be to the extent enabled under the existing Wastewater Discharge Agreement dated April 15, 1994.

Solid Waste Facilities

- 4.7 The building shall include designated space for five stream source separation services. This designated space for source separation services shall be shown on the building plans and

approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

- 4.8 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.9 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

Stormwater Management Plan

- 4.10 A qualified professional shall provide written confirmation that the design of storm drainage system conforms with the preliminary Stormwater Management Plan submitted in support of Case 15982, unless otherwise acceptable to the Development Officer.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

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

Erosion and Sedimentation Control and Grading Plans

- 5.2 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.

Pyritic Slate

- 5.3 The Developer agrees to follow the *Sulphide Bearing Material Disposal Regulations* should pyritic slate be found on the Lands.
- 5.4 Construction materials and other wastes shall not be burned, buried, or discarded on the Lands.
- 5.5 The Developer agrees to observe and comply with the provisions of the Topsoil By-law, and further agrees not to commence any disturbance or removal or topsoil trees or vegetation, excavation, grading or other site work on the Lands until a permit has been issued by the Municipality pursuant to the Topsoil By-law.

- 5.6 The Developer agrees to install stormwater treatment devices to remove oil and grit from stormwater prior to discharge from the site. These devices shall be appropriately sized and installed. The Developer shall be responsible for the maintenance and continued operation of these devices.
- 5.7 The Developer shall store any accumulated snow on the paved parking area such that the run-off is directed to the storm treatment device. No snow shall be stockpiled on landscaped areas.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) Changes to the Schedules F or G;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 7.4 of this Agreement;
- (c) 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 any phase of the proposed development.
- 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 6.1, 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 or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Planning Districts 14 and 17, as may be amended from time to time.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after seven 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 30 days written notice of the failure or default, then in each such case:

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

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

SIGNED, SEALED AND DELIVERED in
the presence of:

(Insert Registered Owner Name)

Per: _____

Per: _____

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

**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

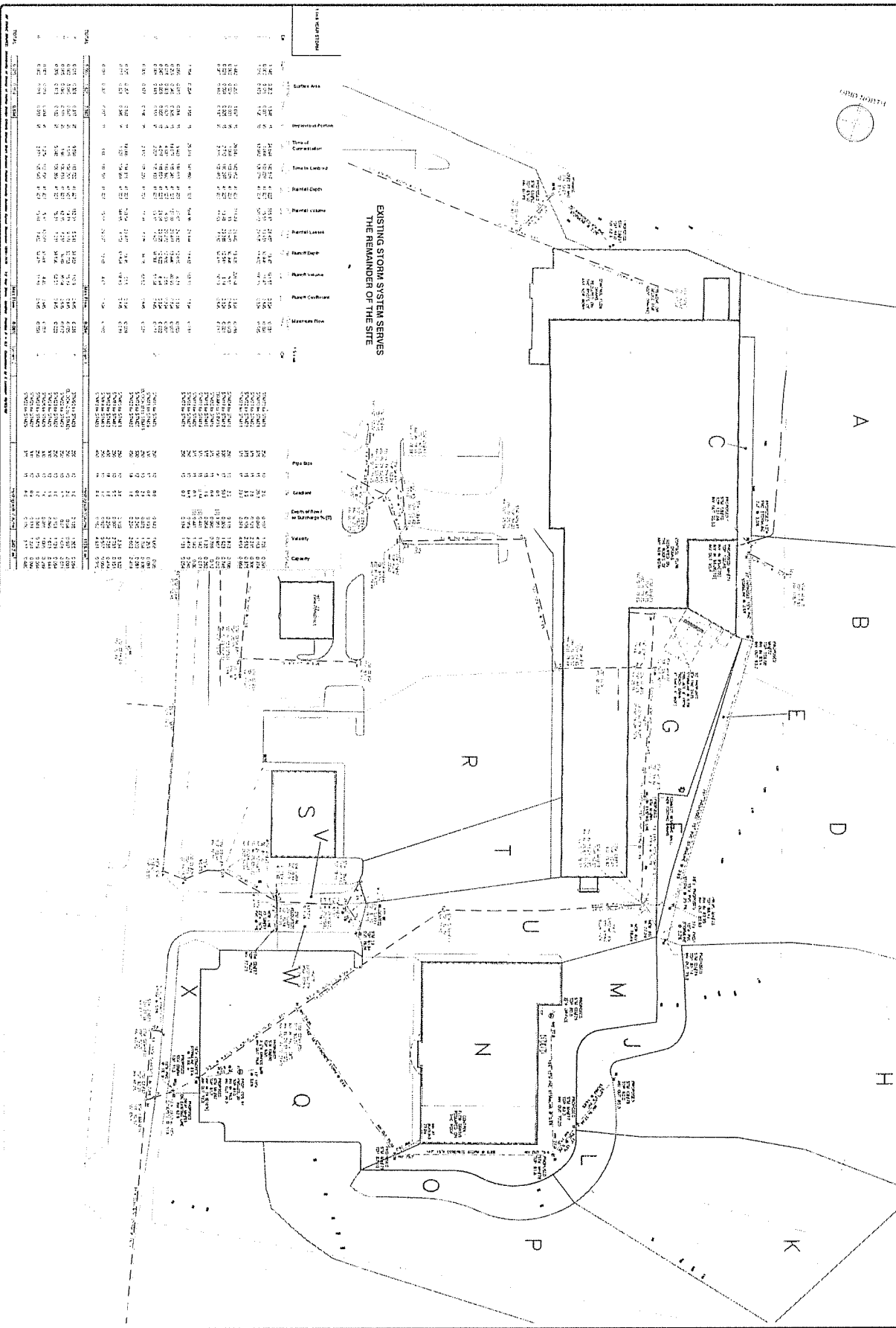
Mayor

Per: _____

Municipal Clerk



Schedule C - Drainage



LINE NUMBER	DESCRIPTION	DEPTH	DIAMETER	LENGTH	AREA	VOLUME	PERCENTAGE
1	1.00' DIA. CONCRETE	4.00'	1.00'	100.00'	3.14	0.00	0.00%
2	1.50' DIA. CONCRETE	4.00'	1.50'	100.00'	7.07	0.00	0.00%
3	2.00' DIA. CONCRETE	4.00'	2.00'	100.00'	12.57	0.00	0.00%
4	2.50' DIA. CONCRETE	4.00'	2.50'	100.00'	19.63	0.00	0.00%
5	3.00' DIA. CONCRETE	4.00'	3.00'	100.00'	28.27	0.00	0.00%
6	3.50' DIA. CONCRETE	4.00'	3.50'	100.00'	38.48	0.00	0.00%
7	4.00' DIA. CONCRETE	4.00'	4.00'	100.00'	50.27	0.00	0.00%
8	4.50' DIA. CONCRETE	4.00'	4.50'	100.00'	63.62	0.00	0.00%
9	5.00' DIA. CONCRETE	4.00'	5.00'	100.00'	78.50	0.00	0.00%
10	5.50' DIA. CONCRETE	4.00'	5.50'	100.00'	94.92	0.00	0.00%
11	6.00' DIA. CONCRETE	4.00'	6.00'	100.00'	112.90	0.00	0.00%
12	6.50' DIA. CONCRETE	4.00'	6.50'	100.00'	132.43	0.00	0.00%
13	7.00' DIA. CONCRETE	4.00'	7.00'	100.00'	153.51	0.00	0.00%
14	7.50' DIA. CONCRETE	4.00'	7.50'	100.00'	176.13	0.00	0.00%
15	8.00' DIA. CONCRETE	4.00'	8.00'	100.00'	200.30	0.00	0.00%
16	8.50' DIA. CONCRETE	4.00'	8.50'	100.00'	226.01	0.00	0.00%
17	9.00' DIA. CONCRETE	4.00'	9.00'	100.00'	253.25	0.00	0.00%
18	9.50' DIA. CONCRETE	4.00'	9.50'	100.00'	282.01	0.00	0.00%
19	10.00' DIA. CONCRETE	4.00'	10.00'	100.00'	312.30	0.00	0.00%
20	10.50' DIA. CONCRETE	4.00'	10.50'	100.00'	344.13	0.00	0.00%
21	11.00' DIA. CONCRETE	4.00'	11.00'	100.00'	377.51	0.00	0.00%
22	11.50' DIA. CONCRETE	4.00'	11.50'	100.00'	412.43	0.00	0.00%
23	12.00' DIA. CONCRETE	4.00'	12.00'	100.00'	448.90	0.00	0.00%
24	12.50' DIA. CONCRETE	4.00'	12.50'	100.00'	486.91	0.00	0.00%
25	13.00' DIA. CONCRETE	4.00'	13.00'	100.00'	526.47	0.00	0.00%
26	13.50' DIA. CONCRETE	4.00'	13.50'	100.00'	567.58	0.00	0.00%
27	14.00' DIA. CONCRETE	4.00'	14.00'	100.00'	610.25	0.00	0.00%
28	14.50' DIA. CONCRETE	4.00'	14.50'	100.00'	654.47	0.00	0.00%
29	15.00' DIA. CONCRETE	4.00'	15.00'	100.00'	700.25	0.00	0.00%
30	15.50' DIA. CONCRETE	4.00'	15.50'	100.00'	747.58	0.00	0.00%
31	16.00' DIA. CONCRETE	4.00'	16.00'	100.00'	796.47	0.00	0.00%
32	16.50' DIA. CONCRETE	4.00'	16.50'	100.00'	846.91	0.00	0.00%
33	17.00' DIA. CONCRETE	4.00'	17.00'	100.00'	898.90	0.00	0.00%
34	17.50' DIA. CONCRETE	4.00'	17.50'	100.00'	952.43	0.00	0.00%
35	18.00' DIA. CONCRETE	4.00'	18.00'	100.00'	1007.51	0.00	0.00%
36	18.50' DIA. CONCRETE	4.00'	18.50'	100.00'	1064.13	0.00	0.00%
37	19.00' DIA. CONCRETE	4.00'	19.00'	100.00'	1122.30	0.00	0.00%
38	19.50' DIA. CONCRETE	4.00'	19.50'	100.00'	1182.01	0.00	0.00%
39	20.00' DIA. CONCRETE	4.00'	20.00'	100.00'	1243.25	0.00	0.00%
40	20.50' DIA. CONCRETE	4.00'	20.50'	100.00'	1306.01	0.00	0.00%
41	21.00' DIA. CONCRETE	4.00'	21.00'	100.00'	1371.25	0.00	0.00%
42	21.50' DIA. CONCRETE	4.00'	21.50'	100.00'	1439.01	0.00	0.00%
43	22.00' DIA. CONCRETE	4.00'	22.00'	100.00'	1509.25	0.00	0.00%
44	22.50' DIA. CONCRETE	4.00'	22.50'	100.00'	1582.01	0.00	0.00%
45	23.00' DIA. CONCRETE	4.00'	23.00'	100.00'	1657.25	0.00	0.00%
46	23.50' DIA. CONCRETE	4.00'	23.50'	100.00'	1735.01	0.00	0.00%
47	24.00' DIA. CONCRETE	4.00'	24.00'	100.00'	1815.25	0.00	0.00%
48	24.50' DIA. CONCRETE	4.00'	24.50'	100.00'	1898.01	0.00	0.00%
49	25.00' DIA. CONCRETE	4.00'	25.00'	100.00'	1983.25	0.00	0.00%
50	25.50' DIA. CONCRETE	4.00'	25.50'	100.00'	2071.01	0.00	0.00%
51	26.00' DIA. CONCRETE	4.00'	26.00'	100.00'	2161.25	0.00	0.00%
52	26.50' DIA. CONCRETE	4.00'	26.50'	100.00'	2254.01	0.00	0.00%
53	27.00' DIA. CONCRETE	4.00'	27.00'	100.00'	2349.25	0.00	0.00%
54	27.50' DIA. CONCRETE	4.00'	27.50'	100.00'	2447.01	0.00	0.00%
55	28.00' DIA. CONCRETE	4.00'	28.00'	100.00'	2547.25	0.00	0.00%
56	28.50' DIA. CONCRETE	4.00'	28.50'	100.00'	2650.01	0.00	0.00%
57	29.00' DIA. CONCRETE	4.00'	29.00'	100.00'	2755.25	0.00	0.00%
58	29.50' DIA. CONCRETE	4.00'	29.50'	100.00'	2863.01	0.00	0.00%
59	30.00' DIA. CONCRETE	4.00'	30.00'	100.00'	2973.25	0.00	0.00%
60	30.50' DIA. CONCRETE	4.00'	30.50'	100.00'	3086.01	0.00	0.00%
61	31.00' DIA. CONCRETE	4.00'	31.00'	100.00'	3201.25	0.00	0.00%
62	31.50' DIA. CONCRETE	4.00'	31.50'	100.00'	3319.01	0.00	0.00%
63	32.00' DIA. CONCRETE	4.00'	32.00'	100.00'	3439.25	0.00	0.00%
64	32.50' DIA. CONCRETE	4.00'	32.50'	100.00'	3562.01	0.00	0.00%
65	33.00' DIA. CONCRETE	4.00'	33.00'	100.00'	3687.25	0.00	0.00%
66	33.50' DIA. CONCRETE	4.00'	33.50'	100.00'	3815.01	0.00	0.00%
67	34.00' DIA. CONCRETE	4.00'	34.00'	100.00'	3945.25	0.00	0.00%
68	34.50' DIA. CONCRETE	4.00'	34.50'	100.00'	4078.01	0.00	0.00%
69	35.00' DIA. CONCRETE	4.00'	35.00'	100.00'	4213.25	0.00	0.00%
70	35.50' DIA. CONCRETE	4.00'	35.50'	100.00'	4351.01	0.00	0.00%
71	36.00' DIA. CONCRETE	4.00'	36.00'	100.00'	4491.25	0.00	0.00%
72	36.50' DIA. CONCRETE	4.00'	36.50'	100.00'	4634.01	0.00	0.00%
73	37.00' DIA. CONCRETE	4.00'	37.00'	100.00'	4779.25	0.00	0.00%
74	37.50' DIA. CONCRETE	4.00'	37.50'	100.00'	4927.01	0.00	0.00%
75	38.00' DIA. CONCRETE	4.00'	38.00'	100.00'	5077.25	0.00	0.00%
76	38.50' DIA. CONCRETE	4.00'	38.50'	100.00'	5230.01	0.00	0.00%
77	39.00' DIA. CONCRETE	4.00'	39.00'	100.00'	5385.25	0.00	0.00%
78	39.50' DIA. CONCRETE	4.00'	39.50'	100.00'	5543.01	0.00	0.00%
79	40.00' DIA. CONCRETE	4.00'	40.00'	100.00'	5703.25	0.00	0.00%
80	40.50' DIA. CONCRETE	4.00'	40.50'	100.00'	5866.01	0.00	0.00%
81	41.00' DIA. CONCRETE	4.00'	41.00'	100.00'	6031.25	0.00	0.00%
82	41.50' DIA. CONCRETE	4.00'	41.50'	100.00'	6200.01	0.00	0.00%
83	42.00' DIA. CONCRETE	4.00'	42.00'	100.00'	6371.25	0.00	0.00%
84	42.50' DIA. CONCRETE	4.00'	42.50'	100.00'	6545.01	0.00	0.00%
85	43.00' DIA. CONCRETE	4.00'	43.00'	100.00'	6721.25	0.00	0.00%
86	43.50' DIA. CONCRETE	4.00'	43.50'	100.00'	6900.01	0.00	0.00%
87	44.00' DIA. CONCRETE	4.00'	44.00'	100.00'	7081.25	0.00	0.00%
88	44.50' DIA. CONCRETE	4.00'	44.50'	100.00'	7265.01	0.00	0.00%
89	45.00' DIA. CONCRETE	4.00'	45.00'	100.00'	7451.25	0.00	0.00%
90	45.50' DIA. CONCRETE	4.00'	45.50'	100.00'	7640.01	0.00	0.00%
91	46.00' DIA. CONCRETE	4.00'	46.00'	100.00'	7831.25	0.00	0.00%
92	46.50' DIA. CONCRETE	4.00'	46.50'	100.00'	8025.01	0.00	0.00%
93	47.00' DIA. CONCRETE	4.00'	47.00'	100.00'	8221.25	0.00	0.00%
94	47.50' DIA. CONCRETE	4.00'	47.50'	100.00'	8420.01	0.00	0.00%
95	48.00' DIA. CONCRETE	4.00'	48.00'	100.00'	8621.25	0.00	0.00%
96	48.50' DIA. CONCRETE	4.00'	48.50'	100.00'	8825.01	0.00	0.00%
97	49.00' DIA. CONCRETE	4.00'	49.00'	100.00'	9031.25	0.00	0.00%
98	49.50' DIA. CONCRETE	4.00'	49.50'	100.00'	9240.01	0.00	0.00%
99	50.00' DIA. CONCRETE	4.00'	50.00'	100.00'	9451.25	0.00	0.00%
100	50.50' DIA. CONCRETE	4.00'	50.50'	100.00'	9665.01	0.00	0.00%

NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FALL RIVER, MASSACHUSETTS, DEPARTMENT OF PUBLIC WORKS, STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FALL RIVER, MASSACHUSETTS, DEPARTMENT OF PUBLIC WORKS, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC SAFETY, BEFORE COMMENCING WORK.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE DURING CONSTRUCTION.

KEY PLAN

PROPOSED CONCEPT 4

FALL RIVER PLAZA

DATE: 2/20/2010

SCALE: 1" = 40'

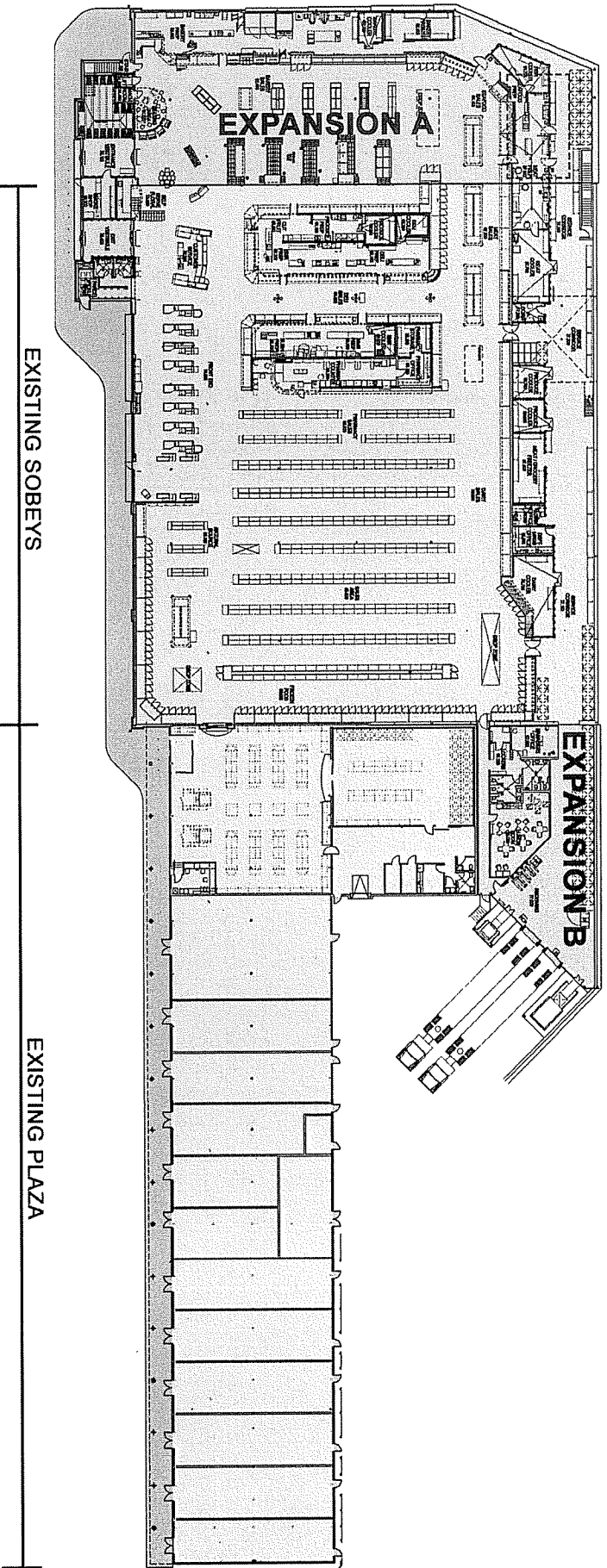
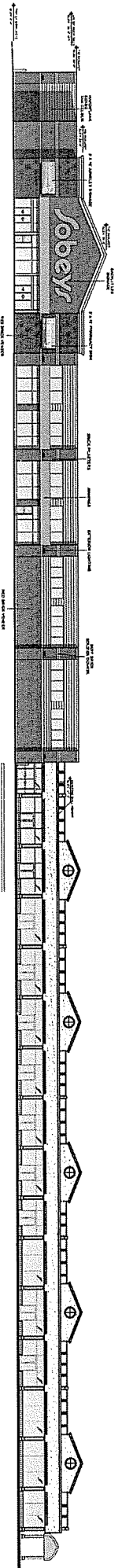
PROJECT NO: 100204-C4

Crombie

ENGINEERS & ARCHITECTS

100204-C4

Schedule D - Sobeys Floorplan_Elevations

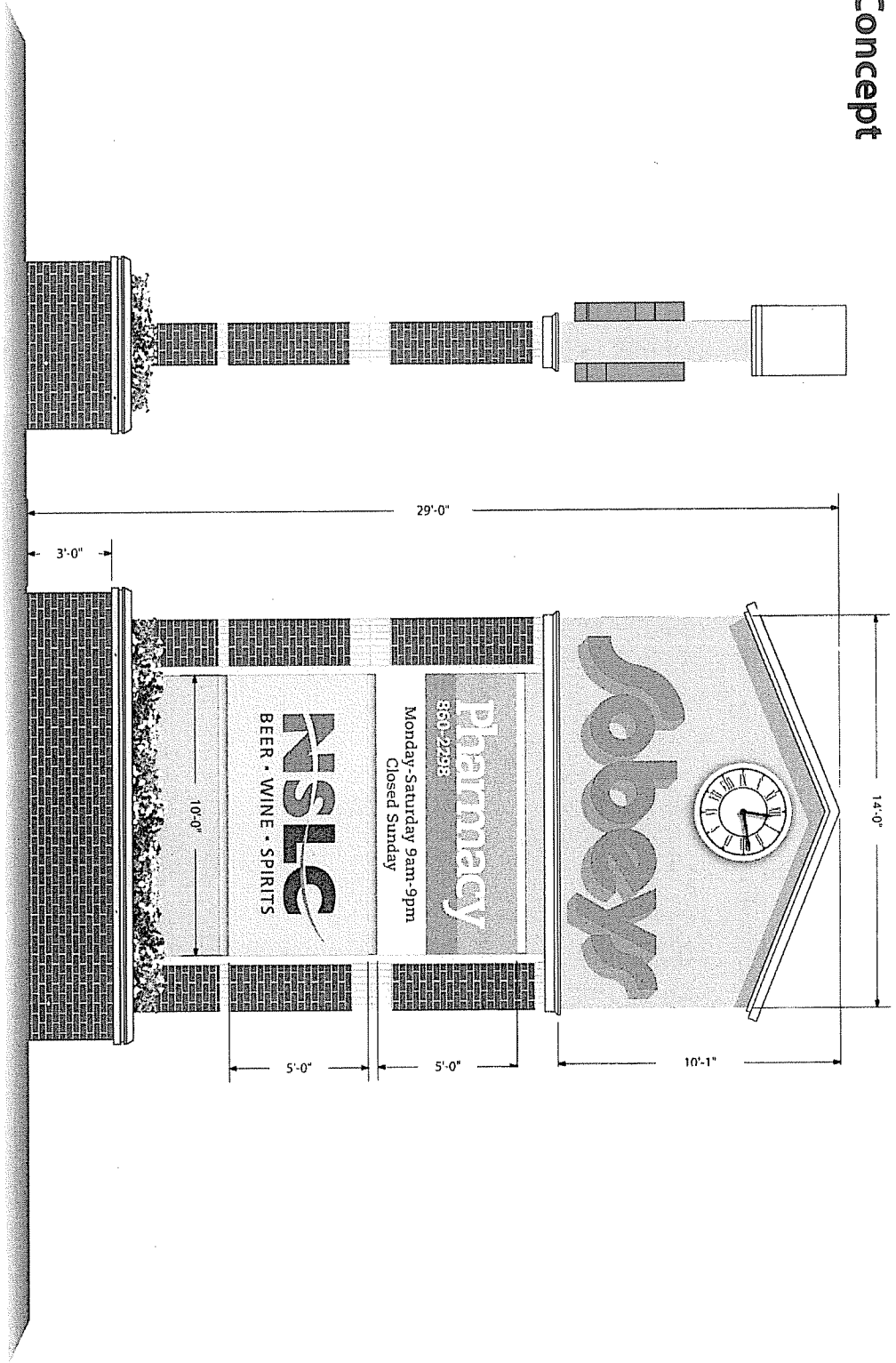


Fall River Sobeys

whwarchitects

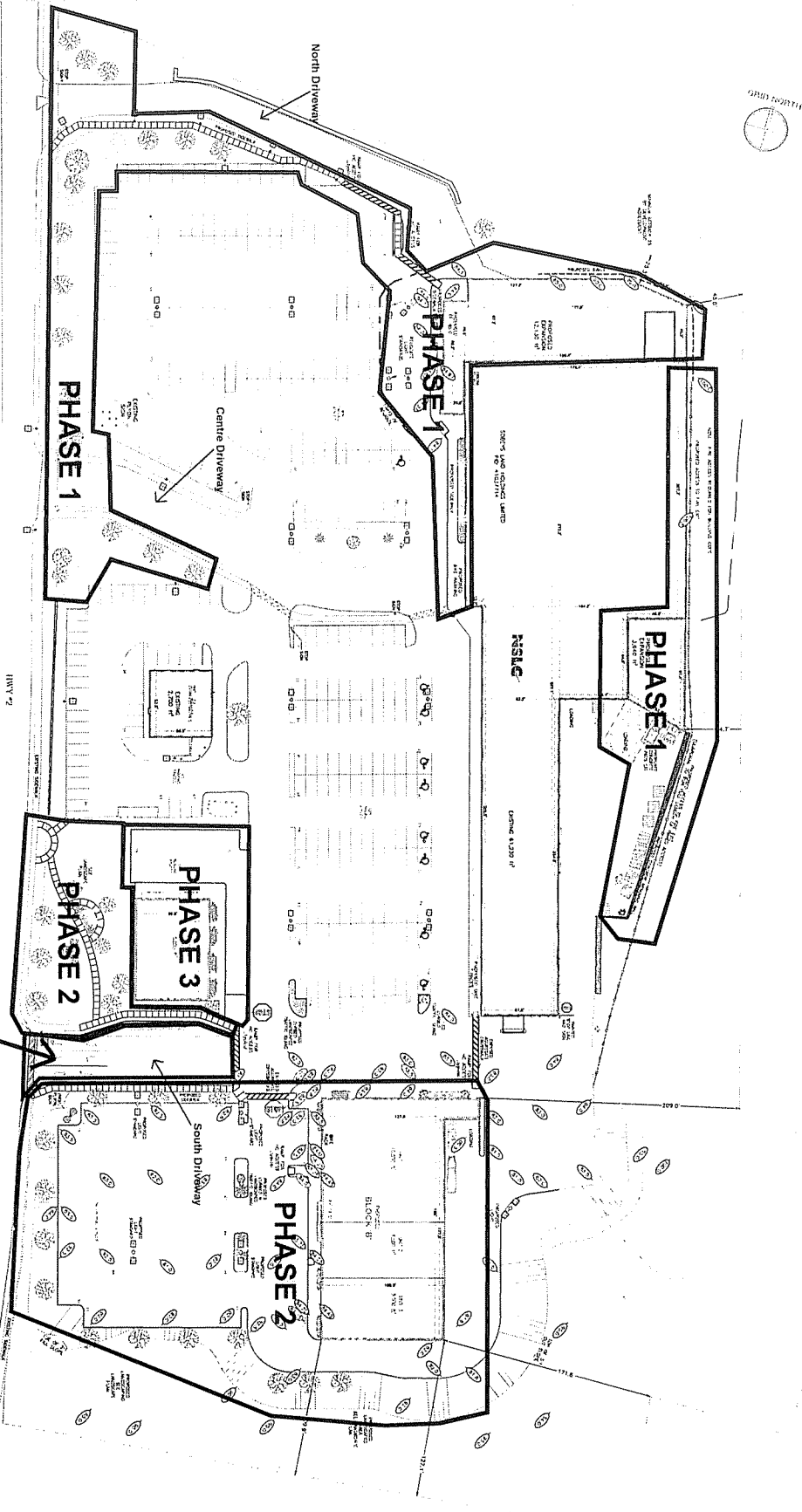
Sobeys Fall River
Pylon Concept

Schedule F - Rendering Pylon Sign



Schedule G

REVISED 12/14/10



NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC).

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE (IEC) AND THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC).

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMPC) AND THE INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMPC).

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMPC) AND THE INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMPC).

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10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMPC) AND THE INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMPC).

LEGEND EXISTING CONDITIONS

- 1. EXISTING BUILDING FOOTPRINT
- 2. EXISTING PARKING SPACE
- 3. EXISTING DRIVEWAY
- 4. EXISTING LANDSCAPING
- 5. EXISTING UTILITY
- 6. EXISTING FENCE
- 7. EXISTING WALL
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LEGEND PROPOSED LAYOUT

- 1. PROPOSED BUILDING FOOTPRINT
- 2. PROPOSED PARKING SPACE
- 3. PROPOSED DRIVEWAY
- 4. PROPOSED LANDSCAPING
- 5. PROPOSED UTILITY
- 6. PROPOSED FENCE
- 7. PROPOSED WALL
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Schedule H
Uses Permitted within the Shopping Centre

Commercial Uses

Retail stores
Food stores
Service and Personal Service Uses
Offices
Banks and financial institutions
Restaurants
Funeral establishments
Greenhouses and nurseries
Guest homes
Taxi depots
Medical, dental, and veterinary offices and clinics
Craft shops
Home improvement retail centre
Parking lots
accessory uses to the foregoing

Community Uses

Private park uses
Open space uses
Institutional uses
Fraternal centres and halls
Transit terminals and stops
Canada Post community mailbox site(s)
accessory uses to the foregoing

Attachment B
Minutes from Public Meeting on May 12, 2010

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 15982 - Sobeys Land Holdings

Monday, April 12, 2010
7:00 p.m.

Ash Lee Jefferson Elementary School

STAFF IN

ATTENDANCE: Andrew Bone, Planner, HRM Planning Services
Maureen Ryan, Planner, HRM Regional Planning
Alden Thurston, Planning Technician, HRM Planning Services
Cara McFarlane, Planning Controller, HRM Planning Services

ALSO IN

ATTENDANCE: Dave Wallace, Empire Company
Councillor Barry Dalrymple, District 2

PUBLIC IN

ATTENDANCE: 27

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

1. Introductions/Purpose of Meeting - Andrew Bone

Mr. Bone introduced himself as the Planner facilitating the application through the planning process; Councillor Barry Dalrymple, District 2; Dave Wallace, Empire Company; Maureen Ryan, HRM Regional Planning and Fall River Vision Implementation Committee; Alden Thurston and Cara McFarlane, Planning Services, HRM Community Development.

The purpose of tonight's meeting is to identify that HRM has received an application, to give some background on the proposal and to receive the public's feedback.

The agenda for the meeting was reviewed.

In 2006, Regional Plan policy was brought into effect to identify a number of parcels of land in the HRM region for comprehensive development. These lands were primarily located in areas identified as centres in the Regional Plan. The policy permits commercial, institutional and residential uses and requires a development agreement to do development on any of these sites.

Mr. Bone defined a development agreement to the public.

In terms of this site, the Regional Plan identifies the criteria to be reviewed by staff and the Municipal Planning Strategy (MPS) and the HRM Charter identifies what can be considered in the development agreements.

In this case, the policy that relates to this property looks at a number of things: architecture; height, mass and scale of the development; sewer and water services; consideration for park and ride and transit related facilities; and other general planning matters such as compatibility with surrounding land use, etc.

2. Overview of Planning Process - Andrew Bone

A flow chart of a simplified planning process was shown.

3. Presentation of Proposal - Andrew Bone

The subject property is located on Highway #2 at Fall River Road. It's about 14 acres in size and currently zoned Comprehensive Development District (CDD) that enables the consideration of a development agreement on the site. There is an existing agreement that was negotiated a number of years ago that permits about 100,000 square feet of commercial space.

A rough layout of the site plan from the existing development agreement was shown. It enabled the Tim Hortons, existing Sobeys and the strip mall adjacent to the Sobeys, as well as a future expansion. Sobeys could currently apply and be granted rights for four more buildings to a total site size of approximately 100,000 square feet.

Presentation of Proposal - Dave Wallace

The property is owned by Sobeys Land Holdings Limited and managed by Crombie REIT (Real Estate Investment Trust). Under the umbrella of Empire, there is actually three different divisions: food, real estate, and investments.

An existing aerial photo of the property at 3290 Highway 2, Fall River, was shown. The site is 14.16 acres in size, has a one level retail centre that opened in 1999. The total square footage is 63,930 (gross floor area of all the existing buildings). This site has a number of constraints such as hills, pyritic slate and the coverage is currently at 10.4 % but hopefully council will allow them to go higher. There are 392 parking spaces (ratio of 6.1/1000 square feet).

The CDD Zone follows Community Commercial (C-2) Zone permitted uses. The existing development agreement was executed in 2000 between Sobeys Land Holdings Limited and HRM. It allowed for a maximum of 100,000 square feet. As of right, the applicant could request permits for Blocks B, C, and Pads 1 and 2. Block A has already been built (The Credit Union building).

An application was submitted to HRM for total square footage on a proposed site plan that allows for 104,700 square feet. The plan includes 17% coverage, 520 parking spaces which is just over 5/1000 square feet. Sobeys would like to add 12,130 square feet to the north side of the existing building and add 3,640 to the loading dock in the rear. Also proposed is a building, approximately

20,000 square feet, that would be located on the south side of the property which is currently undeveloped. The applicant would also like to have the rights to allow for future expansion of a 5,000 square foot pad adjacent to Tim Hortons.

The landscape site plan submitted to HRM was shown. Compared to what can be done currently, there is substantial landscaping and open space with safe vehicular and pedestrian connectivity that is being proposed through the site. Also proposed is a centre parkette. In the long term, the site will have architectural uniformity throughout, including peaked entranceways and common materials. A conceptual rendering of the proposal was shown. This is a common Sobeys store that would be seen throughout the region with common materials that are durable to the region.

There has been a Fall River community planning group created to draft a secondary planning strategy and secondary land use by-law for the Fall River area. The Fall River Plaza site was one of the core areas. Sobeys' proposal includes two pads, a promenade that would follow parallel to the highway and closed access points.

The proposed development agreement amendment recognizes the goals and policies of the Planning Districts 14 and 17 MPS, specifically Policy S-10, and is in accordance with the LUB for the area in terms of permitted uses, setback requirements, lot size, etc. The proposal is in keeping with the Village Centre atmosphere.

4. Questions/Comments

Paul Connor, Fall River, said that when this site was originally proposed there were a lot of issues regarding runoff into the canal from the paved area which affected the drinking water. Also, there were problems with developing the south section because of the pyritic slate. Mr. Wallace said to avoid the pyritic slate, Block B had to be situated as shown. Ideally, as developers, the prolongation of the front of the plaza would be followed, but the cost associated with it would be extraordinary.

Mr. Connor is in favour of the proposal but as a neighbour, he has a couple of issues. One issue is related to the site work that will be done and the affect on wells in the area. The second issue being the cooling refrigeration units on the roof. The public was told these units are very quiet and wouldn't be heard. Living a far distance away and through the woods, they are rather loud. Also, most of the trucking to the store will be done in the evening and by moving the loading docks to the rear of the building will cause a lot of noise for the neighbours. Mr. Connor will be using his property at night in the summer time and is curious how the issue will be addressed. Mr. Wallace said the applicant is spending a lot of money on their store which may include new rooftop units. In terms of noise pollution associated with the trucking in the rear, that can be discussed. Mr. Bone mentioned that the loading docks were definitely going to be discussed, but roof top units will be added to the list. Mr. Wallace said the applicant will work with the neighbours.

Laurie Baker, Windsor Junction, understood that the treatment plant on Lockview Road was at 95% capacity when Sobeys initially came to the community. Since then the high school has been added. What capacity remains at the treatment plant? Mr. Bone said that issue has to be reviewed by Halifax Regional Water Commission (HRWC). Sobeys paid for some upgrades to that plant when they expanded to guarantee them capacity up to 100,000 square feet. The applicant is proposing to go over by 4,000 square feet with this application which would be the increase in sewer allotment.

Figures will be discussed in the staff report for Council. Mr. Wallace said right now they are permitted 10,000 imperial gallons a day and just over 5,000 are used. The other thing to consider is the actual future tenants that may go on the site.

Mr. Baker asked if water is still be used from the lake. Will there be any change there or will any infrastructure upgrades be done that would help Fall River? Mr. Wallace said that hasn't been discussed. If there are a lot of cost associated with this amendment, then more than likely the applicant wouldn't proceed. Mr. Bone said there haven't been any discussions about going beyond the current system; however, there are community discussions going forward through the Fall River Vision Implementation Project about the possibility of services in the central area of Fall River. Tom Mills, Enfield, participated in the original development agreement as well as the amended development agreement in 2000. Sobeys paid for 9,000 gallons a day at the sewage treatment plant. After the amendment to allow for Tim Hortons, they used up to 7,000 gallons a day. Mr. Wallace mentioned that they had a rating over the last three years that averaged out. That number was submitted with the application. Mr. Mills said in 2000 when Terrain Group met with Halifax Watershed Advisory Board (HWAB), there was no undertaking from Sobeys to put in a flow unit to measure the amount of affluent. Could that be incorporated with this proposal? Mr. Bone said the affluent from the site and the affect on the Lockview system will be a major discussion with HWAB. It is HWAB's role to monitor sewer and water services.

Mr. Mills said the amended development agreement was done prior to the development of Tim Hortons. The amended development agreement showed a stormwater system that does not agree with the original development agreement. It was never constructed because the other buildings were never built. Mr. Bone said Mr. Mills is correct. As the application moves forward, staff will be looking at the original stormwater system to see what was proposed and if there were any special measures for treatment. This will be brought forward and, if necessary, updated to a more modern treatment, such as oil/grit separators or storm ceptors, which would treat the storm flow off of the site. Mr. Mills said there are two of those on site now and the amended, unconstructed system calls for additional ones. Mr. Bone mentioned that the proposed site plan by Sobeys shows an additional CDS unit. This will be part of the discussions with HWAB and also with staff engineers.

Mr. Connor asked if the applicant is required to bring the system up to today's standards. Mr. Bone explained that generally the addition of CDS units, storm ceptors or oil/grit separators are not required as of right for any development. This will be discussed with HRM engineers and HWAB.

Michael Creighton, Fall River, asked if there is a plan for stabilizing the slopes behind and beside the property. There is a slope which is not covered in any vegetation and the south side is scantily covered. Do you have any slope stabilization plan? Mr. Wallace indicated a retaining wall in the back on the site plan. The green area is to be sodded and he understands that the area would be graded for stabilization. Mr. Bone believes there would be an extended retaining wall. As this is the end of the current allotment of buildings that Sobeys would be able to build on the site, staff would ensure that all landscaping in the area, including slope stabilization, be complete and thorough.

Mr. Creighton said in the presentation a promenade in front of future Block C was mentioned. Do you plan on putting that promenade in? Mr. Wallace said it would be very difficult to build a

promenade given the fact that the majority of the road right of way is owned by city (shown) and there is a five foot bank. The city may want to widen out their sidewalk and create a promenade.

Paul Burris, Fall River, understands that Sobeys has already put in an application to increase the size of the store and it was deemed to be substantial redevelopment by council. Mr. Bone said that information is incorrect. Sobeys made inquiries to staff about the possibility of an expansion under the existing development agreement with or without an amendment and what that process would be (non-substantial or substantial). There would be no public meeting or hearing with a non-substantive amendment but as this application was deemed substantial, it must follow the public process.

A resident of Fall River, mentioned that there are some springs and streams in the hill which were altered with construction. He is hoping those will be addressed properly this time around. He wondered if consideration has been given to minimize light pollution in the parking lot. He is pleased to see the brown, brick facade on the front of the building and would like Sobeys to give consideration to creating a village community or commercial centre. Also, the slope on the south side of the property needs to be stabilized properly.

One resident asked about energy conservation and reducing the lighting at night. Mr. Wallace said it can be discussed through the development agreement negotiation.

Dereck Noel, Windsor Junction, asked if the tree planting program could be extended so the whole frontage is treed. Mr. Bone said that can be discussed during negotiations.

Rick Cruse, Fall River, asked if the sharp turn into the south entrance of the site will be widened to accommodate deliveries and avoid trucks having to drive over the curb. The entrance is currently inadequate for smaller vehicles. Mr. Bone said Sobeys has been asked to submit all truck turning movements through the site. HRM Traffic Services and our development engineer will review these types of issues. There is also concern for the conflict between pedestrian and truck movements.

Jim Simon, Lakeview, asked if Block B will have some unity with materials and how it is built. Will the north facing wall to the rest of the parking lot be blank? Mr. Wallace said, once complete, there will be uniformity throughout the entire site. HRM Planning staff will require detailed finishing on walls. The site plan is general and things can change.

Wendy Pruneau, Windsor Junction, asked if Block B and C will remain one storey. Mr. Wallace said more than likely. Block B could potentially have a portion with a second level but he believes there is a height restriction. Mr. Bone said the existing development agreement has some parameters that may need to be tightened up.

Maureen Ryan asked what the constraints would be with a second level. Mr. Wallace said typically a second storey would not be retail. It is a risk to build a second storey when the square footage can be achieved on one level. Ms. Ryan is thinking of the long term vision of mixed use.

Mr. Burris is interested in public transit in Fall River. Metro Transit is proposing a Metro X in the area which was to be ready for January 2011; however, now it looks as if that will no longer be

possible. Has Sobeys had conversations with Metro Transit as to how they would incorporate public transit into this proposal? Mr. Bone said the CDD Policy and Zone applied to the site requires the consideration of park and ride and transit uses. This will be part of the internal review.

Mr. Burris asked if there would be a change to signage. Mr. Bone said as part of the proposal, there would be a new sign (shown), 30' x 14', in place of the existing one. Mr. Wallace said the site plan also shows a proposed pylon sign at the corner of the other access point.

Sam Morris, Fall River, asked if question and comments related to impacts in the community as a result of these changes (to roads, entries, etc.) would be directed to the Fall River Village Committee or is it integrated in any way with this application. Mr. Bone said that any application requires an engineering study that addresses the increase and existing traffic on the site which is then reviewed by HRM Traffic Services and Engineering Department. It is then decided if there is a need for changes to entrances or additional infrastructure that could be part of the development agreement. Sobeys would typically be required to pay for any portion that is impacted from their development.

Mr. Morris lives on the corner of Highway 2 and Fletcher Drive, just north of the entrance into Sobeys. A lot of congestion occurs at this corner (Highway 2 and Fall River Road). Is there a proposal to extend Fletcher Drive across the highway and come in behind Sobeys? He would object to this as the congestion would just be moved from one area to another. Ms. Ryan said the Fall River Vision Implementation Committee had an open house last Spring and that was one of three conceptual designs presented. Mr. Morris' comments will be taken into account by the Vision Implementation Committee.

Bill Horne, Wellington, asked what will be going into the new space of Sobeys. Will there be new services? Mr. Wallace said he can't answer that question at this point.

Mr. Horne is concerned about how often the water treatment plant on-site is re-certified. Who operates the plant? There have already been a number of glitches. Mr. Wallace is not exactly familiar with the treatment plant and cannot answer the question. He does know that it has been upgraded. Mr. Bone believes, because of the size of the development, that it is a registered water supply and has to meet the criteria of NS Department of Environment.

Mr. Horne asked about excavation of the pyritic slate rock. Will the little pond disappear? Mr. Wallace assumes there will be some involvement with the pyritic slate, but it will be minimal. The pond will no longer be there. Mr. Bone explained what pyritic slate is to the public.

Joanne Jordan, Fall River, likes the site plan; however, she has noticed a strong sewage smell in the evenings in the past few weeks. Where is that coming from? Mr. Wallace is not sure but will look into it.

Mr. Horne suggested having a local group be involved in some issues that come up on the final development other than the vision group. Mr. Bone said the vision group has worked very hard at coming up with guidelines for the area and specifically for this site. Ms. Ryan said for the past year, the vision implementation committee has been developing extensive guidelines. Sobeys has been

presented with the guidelines and suggestions from the committee. Mr. Wallace said Sobeys may be flexible on some features but it is very difficult and costly to change the look of Sobeys.

Mr. Horne asked about closing in the whole area. Mr. Wallace said probably not.

Mr. Burris wondered why the Lacewood store is so different than this proposed design. Mr. Wallace said the Lacewood store is being remodeled to match this Sobeys.

Mr. Burris would like for future meetings to be better advertized. Mr. Bone explained the notification process.

Mr. Mills asked what the time line is for the project. Mr. Wallace could not comment. If Council agrees to amend the development agreement, things will happen quickly. It all depends on this process. Mr. Bone said the other half of the future development, Blocks B and C, would be subject to their tenants. There are a lot of steps in the process but many are being take care of this month and once all of the issues are addressed, it will be before Council.

One resident asked if Sobeys would remain open during redevelopment. Mr. Wallace said development would be done through phasing with minimal disruption to the customer.

Mr. Horne is involved in a lot of volunteer organizations who utilize the Sobeys premises to sell hot dogs and tickets for various fundraisers. Has there been any thought to making it a little easier for volunteers to use the facilities? Mr. Wallace is sure Sobeys would be more than willing to listen and accommodate fundraising events. There will probably be a community room in the new store.

Next steps: HWAB, Vision Implementation Committee, internal review, negotiate a draft development agreement, and prepare a staff report.

5. Closing Comments

Councillor Dalrymple thanked everybody for coming and providing comments as they will be taken into consideration. The presentation shows that the application is in it's early stages of the process and the community's input is very important.

Mr. Bone thanked everyone for coming to the meeting and providing their comments and concerns regarding the proposal.

6. Adjournment

The meeting adjourned at approximately 8:24 p.m.

Attachment C
Halifax Waters Advisory Board Minutes
April 21, 2010

7.1 Case 15982: Application by Sobeys Fall River Plaza

- A memorandum dated April 6, 2010 was submitted by Mr. Andrew Bone, Senior Planner.

Mr. Bone addressed the Board noting that this proposal was part of an existing agreement and had been before the Board previously. Mr. Bone pointed out that the site is 14 acres not 22 acres as indicated in the April 6, 2010 memorandum. He explained that the applicant would like to reconfigure the existing site plan to redistribute development on the site. The proposal would remove a number of proposed outbuildings on the site and enable a 16,000 square foot expansion to the Sobeys store.

Mr. Bone noted that there is pyrite slate on the site, some removal will be required and the applicant is trying to minimize the intrusion into the slate. Mr. Bone added that the water for the site is drawn from Lake Thomas and that staff have not yet done an internal review of the proposal. A public meeting has been held.

Mr. Dave Wallace and Mr. Kirby Thompson, representing the applicant, were present to respond to questions. Board members asked a number of questions regarding excavating into the bedrock, monitoring requirements, storm water run-off, total square footage, parking and lighting, the oil/grit separator and grey water re-use. Mr. Thompson stated that pipes into the bedrock would be encapsulated in clay and any slate excavated would be dumped in a saltwater site. He further stated that he believed there were quarterly monitoring reports, there was storm water protection, and he would ask the mall manager for records on how often the oil/grit separator was pumped. He noted that he was not aware of any capture and re-use of excess roof water but he would check if the plans could be changed regarding grey water. He added that parking would be decreased.

Mr. Wallace added that any new retail on the site would be a low-water user. Mr. Bone clarified that he would be working on the plan for new, lesser-impact lighting in the parking lot, that the agreement would address lighting and also intrusion into pyrite slate. He added that the septic system in question was the municipal plant.

MOVED by Councillor Hendsbee, seconded by Mr. Evans that the application for a substantive amendment to the existing development agreement for Fall River Plaza be approved. MOTION PUT AND PASSED.

Attachment D
Excerpt from the Regional Municipal Planning Strategy

3.3.4 Rural Commuter Transit Sites

It is the intention of this Plan to prepare secondary planning strategies to define the centres within the rural commuter designation. There are concerns, however, that critical sites within certain centres may be inappropriately developed before a secondary planning strategy is completed. Therefore, as an interim land use management tool, controls will be applied to certain lands within some of the rural commuter centres. Land uses may be approved by development agreement provided they are conducive to the creation of a focal point for the centre. This mechanism will remain in place until future secondary planning strategies are completed and adopted by HRM.

Policy S-10

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, Fall River, 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:

Policy Criteria	Staff Comment
<i>(a) whether the development is designed as part of a focal point for the distribution of services to the outlying area;</i>	The existing shopping mall is the focal point for retail activity in the area. The addition of additional retail space will expand and maintain the importance of the site for retail services in the greater community.
<i>(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;</i>	The site is currently inappropriate for residential land uses due to limited wastewater services and the lack of central water. The development agreement enables the establishment of a mix of commercial land uses. The agreement enables a transit stop as requested by Metro Transit for potential use when transit is established in the community.
<i>(c) where necessary, locations for pedestrian sidewalks;</i>	The development agreement enables a reasonable network of pedestrian sidewalks which enables easy access to all commercial buildings.
<i>(d) architectural details marking the entrance to buildings;</i>	Each entrance is highlighted by signs and architectural details such as parapets.
<i>(e) controls on signage;</i>	Signs are controlled and regulated through the agreement. Most temporary signs are precluded by the agreement and there are controls placed on the number and size of ground signs and fascia signs.

Policy Criteria	Staff Comment
<i>(f) controls on heights, massing, scale and type of development;</i>	Height massing and scale are controlled under the agreement and are consistent with the existing development agreement.
<i>(g) details of the exterior architectural design of new buildings which should be complementary to the traditional building style within the surrounding community;</i>	The proposed addition to the grocery store has a brick facade with clapboard type accents. The proposed Block B building is primarily faced with clapboard. The use of clapboard type siding is complementary to the traditional Fall River building style. Both proposals include flat roofs which have been used occasionally for commercial developments in the community. To enhance the flat roofs, parapets have been used to enhance the roofs and identify the location of the main entrances to the buildings. The use of a pitched roof or partial pitched roof would have been more complimentary to the surrounding community but a flat roof with architectural treatments complies with this policy intent.
<i>(h) where necessary, details concerning preferred traditional building materials;</i>	The proposed agreement requires conformance with the plans and lists the traditional building materials to be used.
<i>(i) appropriate locations of parking for park-and-ride facilities and retail outlets; and</i>	Park and ride facilities were not desired on this site by Metro Transit. Parking is located proximate to the retail outlets and laid out in an appropriate manner.
<i>(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.</i>	See below.

Policy 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:

Policy Criteria	Staff Comment
(a) <i>that the proposal is not premature or inappropriate by reason of:</i>	The proposal is not premature or inappropriate as the developer is responsible for all costs relating to the construction of the proposed development.
(i) <i>the financial capability of HRM to absorb any costs relating to the development;</i>	
(ii) <i>the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i>	Municipal sewer facilities are capable of servicing the site and this site has been allocated a sufficient capacity to handle the proposed wastewater discharges. Storm systems are capable of handling the proposed development.
(iii) <i>the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i>	The proposal does not include new residential uses and thus has no impact on these matters.
(iv) <i>the adequacy of road networks leading to or within the development;</i>	A traffic study identified the existing road network is capable of handling the projected traffic.
(v) <i>The potential for damage to or for destruction of designated historic buildings or sites;</i>	The site is not known to contain anything of historic significance.
(b) <i>that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
(i) <i>type of use;</i>	The proposed land use is compatible with the surrounding land uses due to the separation distances and elevation differences between the site and adjacent residential lands .
(ii) <i>height, bulk and lot coverage of any proposed building;</i>	The proposed lot coverage of the site is relatively low for a commercial site. Measures have been implemented in the agreement which attempt to minimize the impact of larger buildings via landscaping and architectural details. The height of the proposed buildings is regulated within the agreement and limited to 35 feet.

Policy Criteria	Staff Comment
(iii) <i>traffic generation, access to and egress from the site, and parking;</i>	The traffic study for the development did not identify issues relating to traffic generation. The site has three driveways which provide good access and egress to the site. The expansion will require the widening of the southern driveway to handle truck movements. The proposed development includes adequate on-site parking for the proposed development.
(iv) <i>open storage;</i>	Limited open storage is permitted by the proposed development agreement. This storage is primarily limited to lands to be used by a seasonal garden centre.
(v) <i>signs; and</i>	The development agreement limits the size and height of ground signs and limits the number to two. Temporary signs other than sandwich boards are precluded by the agreement.
(c) <i>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.</i>	This site is known for containing pyretic slate, which produces acidic storm run-off when exposed to water and air. The developer is aware of Provincial requirements for developing in such areas and the development agreement refers the developer to such requirements.