



PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

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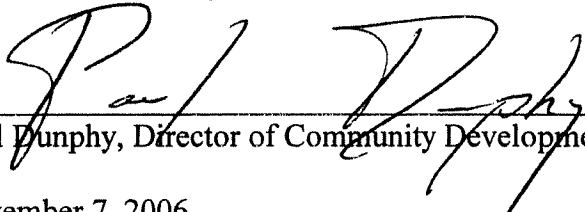
**Marine Drive, Valley and Canal Community Council**

~~November 28, 2006~~

February 21, 2007

**TO:** Marine Drive, Valley and Canal Community Council

**SUBMITTED BY:**

  
Paul Dunphy, Director of Community Development

**DATE:** November 7, 2006

**SUBJECT:** Case 00872 - Foodland Store Expansion, 22579 Highway #7  
Sheet Harbour

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**ORIGIN**

- January 19, 2006 - application was made to enter into a development agreement to construct commercial additional to contain a new Liquor (NSLC) Store to the Foodland Store at 22579 Highway #7, Sheet Harbour.

**RECOMMENDATION**

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

- Give Notice of Motion for the proposed development agreement, provided in Attachment A of this report, to permit the construction of a commercial addition of up to 5,400 square feet to the Foodland Store at 22579 Highway #7, Sheet Harbour, and schedule a public hearing;
- Approve the development agreement as detailed in Attachment A of this report;
- Require the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreement by Council and any other bodies as necessary, whichever is later, including applicable appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

**BACKGROUND:***Site Description and Location:*

Sobey's Foodland Store is located on Highway at 22579 Highway #7 in Sheet Harbour. The property is approximately 7.0 acres and is bounded by some single detached residential houses and a commercial car sales lot. The existing Foodland Store is approximately 9200 square feet in area (Schedule B).

*Zoning and Designation:*

This property is located within the Eastern Shore (East) MPS Plan area and contains a Village Designation with a MU (Mixed Use) Zone. The intent of the Village Designation is to support "a wide range of commercial uses designed to meet the needs of local residents and the travelling public" (Attachment B).

*The Proposal:*

The applicant proposes to construct an addition to the existing Foodland Store of up to 5,400 square feet to accommodate a new liquor store outlet (NSLC). Proposed changes to the existing site include facade improvements, additional parking spaces, resurfacing of the parking area and some additional landscaping (Schedules B and C). To achieve this, the applicant is required to apply for a development agreement to accommodate the expansion.

**DISCUSSION:***Policy Analysis:*

In preparing a development agreement for the subject property, Council must consider all relevant policies of the Eastern Shore (East) Municipal Planning Strategy. The evaluation of this proposal is based on Policy V-6 and Implementation Policy IM-10 as described below (Attachment B).

- Policy V-6 requires that any proposal that requires more than 5,000 square feet in gross floor area may be considered by development agreement.
- Policy IM-10 sets out the evaluation criteria to be considered by development agreement.

*Development Agreement:*

Issues of site function have been addressed in the development agreement and include traffic, access, landscaping, on-site parking and facade improvements to the existing building. As the proposal is an addition to an existing building some of the criteria set out in Policy IM-10 are not applicable. Those criteria most relevant to this proposal are addressed in the general categories that follow.

*Parking Area & Building facade Improvements and Landscaping:*

The site for the proposed buildings has been configured to provide sufficient parking for the purposes of the commercial building units. This includes provision of 65 surface parking spaces which while below the standard requirement set out in the Eastern Shore (East) Land Use By-law (Attachment B) of 75 parking spaces, is still considered appropriate to manage the expansion to an existing condition. This reduction is recommended for the following reasons: 1) the projected increases in on

site activity as a result of the new liquor store are considered to be marginal and 2) the traffic volumes that currently exist on-site are relatively low. These conclusions were based on a traffic study for this proposal. As a result a reduction in parking is recommended.

With reference to building design, a new facade treatment will be applied to the existing store. Similar roof lines will be used for both the existing store and the new commercial addition. This is intended to achieve a level of visual continuity on the site (Schedule C). Additional landscaping treatments, including the planting of new trees, will serve to enhance the site (Schedule B ).

At the public information meeting it was established that the south-east corner of the parking area had developed drainage problems over time. As a result the applicant will be required to demonstrate appropriate stormwater management plan to the Department of the Environment to satisfy concerns that stormwater management of this location have been addressed.

*Traffic, Servicing & Infrastructure:*

A traffic study was undertaken as part of the planning process. The analysis identified the potential for very modest increases of traffic volume as a result of the proposal. Stopping site distance was found to be adequate.

In addition, the development agreement requires the applicant to provide a report/letter to the municipal Development Officer from the Department of the Environment indicating that on site services are sufficient to accommodate the proposal prior to the issuance of a development permit.

*Non-substantive Amendment:*

At some later date the applicant may choose to install a common entry vestibule which would provide interior access to each separate business. While this may require changes to the external facade of the structure, such renovations would be considered to be minor and therefore are included in the development agreement as a non-substantive amendment, subject to the approval of the Development Officer.

*Public Information Meeting/Notification Area:*

A Public Information Meeting was held on April 24, 2006 at Sheet Harbour Elementary School. Approximately 15 members of the public were in attendance. The main areas of discussion regarding the proposal related to the new building, and site design. Discussion concerning a lack of capacity of the storm sewer within the Department of Transportation right of way and a sloping corner that pooled stormwater at one end of the property. There were no objections to the proposal. The minutes of the meeting are provided in Attachment C. The notification area is shown on Map 1. Should Community Council decide to proceed with a public hearing, in addition to published newspaper advertisements, property owners in the immediate area will be individually notified as shown on Map 1.

**Conclusion:**

In conclusion, this proposal has been evaluated on the basis of the Eastern Shore (East) Municipal Planning Strategy and is consistent with applicable policies. Staff therefore recommends approval of the attached development agreement as provided in Attachment A.

**BUDGET IMPLICATIONS:**

None.

**FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN:**

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

**ALTERNATIVES:**

1. Marine Drive, Valley and Canal Community Council could approve the requested development agreement. This is the recommended course of action as staff feels it complies with the policies of the Eastern Shore (East) MPS.
2. Marine Drive, Valley and Canal Community Council could refuse to approve this requested development agreement. This is not a recommended course of action as staff feels it complies with the policies of the Eastern Shore (East) MPS.
3. Marine Drive, Valley and Canal Community Council could request that staff negotiate additional amendments to the agreement. This would require consultation with the applicant, and may necessitate holding another public hearing.

**ATTACHMENTS:**

- Map 1: Zoning, Location Map  
Map 2: Generalized Future Land Use Map  
Attachment A: Proposed Development Agreement (includes the following Schedules)  
Schedule B -- Site Plan and Landscaping Plan  
Schedule C -- Elevations  
Schedule D -- Pylon Sign Elevation  
Attachment B: Relevant Municipal Planning Strategy Policies and Land Use By-law Provisions  
Attachment C: Minutes of Public Information Meeting dated April 11, 2005

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

Report prepared by Shayne Vipond, Planner, Planning Services, 490-4335.



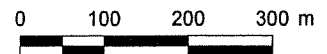
Map 1 - Zoning and Location

22579 Highway #7  
Sheet Harbour

Eastern Shore East  
Land Use By-law

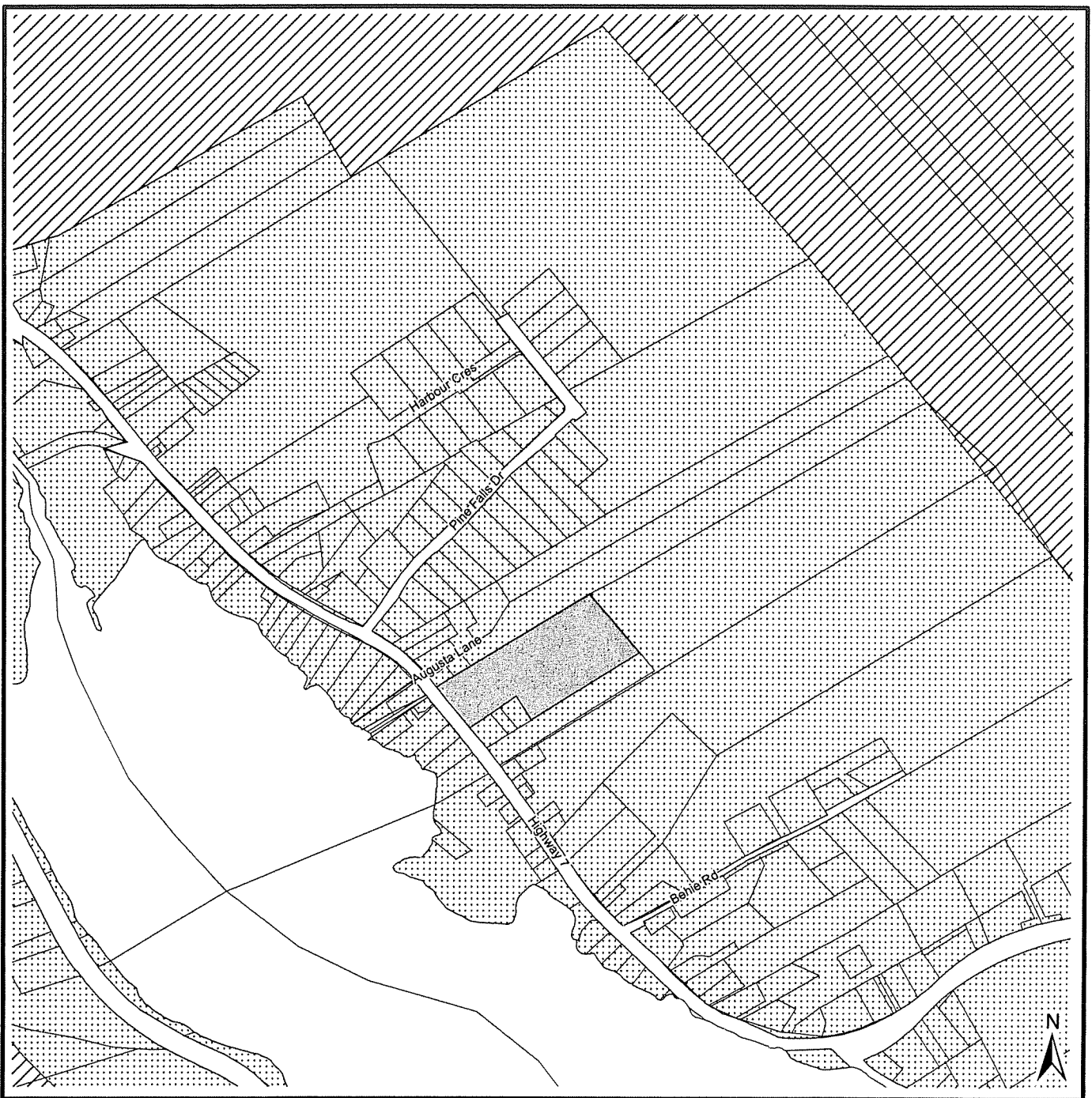
- Subject Property
- Notification Area

- ZONE**
- MU Mixed Use Zone
  - RE Rural Enterprise Zone



This map is an unofficial reproduction of a portion of the Zoning Map for the Eastern Shore East Land Use By-law area.



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



Map 2 - Generalized Future Land Use

22579 Highway #7  
Sheet Harbour

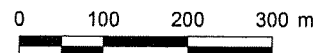
Eastern Shore East  
Plan Area

-  Subject Property
-  Notification Area

**Designation**

-  Resource
-  Village

**HALIFAX**  
REGIONAL MUNICIPALITY  
PLANNING AND  
DEVELOPMENT SERVICES



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Eastern Shore East Plan area.

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

**ATTACHMENT A - Proposed Development Agreement**

**THIS AGREEMENT** made this                    day of                    , 2005,

**BETWEEN:**

**SOBEYS GROUP INC. &  
SOBEY LEASED PROPERTIES**  
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 22579 Highway #7, Sheet Harbour (PID # 00584078), Nova Scotia, and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a development agreement to allow for the construction of commercial buildings on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Eastern Shore West;

**AND WHEREAS** the Marine Drive, Valley & Canal Community Council approved this request at a meeting held on                    2006, referenced as Municipal Case Number 00872;

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

**PART 1:            GENERAL REQUIREMENTS AND ADMINISTRATION**

- 1.1**     The Developer agrees that the Lands shall be subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2**     Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Eastern Shore (East), as may be amended from time to time.
- 1.3**     Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law for the former Halifax County Municipality, as may

be amended from time to time.

- 1.4** Pursuant to Section 1.2 and 1.3, 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 and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.5** 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 and Subdivision 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.
- 1.6** The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer or lot owner.
- 1.7** 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: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **2.1 Schedules**

The Developer shall develop and use the Lands in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the following Schedules to this Agreement:

Schedule "A"	Legal Description of property owned by Sobey's Inc., (PID# 00584078), Sheet Harbour
Schedule "B"	Site Plan and Landscaping Plan
Schedule "C"	Elevations
Schedule "D"	Pylon Sign Elevation

#### **2.2.1 Permitted Uses**

- 2.2.2** The use of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are the following:
- (a) An existing commercial grocery store with a gross floor area of approximately of 9,200 square feet, and;
  - (b) A newly constructed commercial addition (hereinafter called the "Addition") to the commercial grocery store convenience store to contain a Liquor Store (NSLC) outlet with a gross floor area of up to approximately 5,400 square feet.



**2.2.3** The following uses are prohibited on the Lands:

(a) All other uses not provided for in this Agreement.

### **2.3 REQUIRED APPROVALS**

**2.3.1** Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an occupancy permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

**2.3.2** Should an occupancy permit be requested and full stabilization, required paving and landscaping is not completed, a security of 120% of the outstanding uncompleted works as determined by the Development Officer in consultation with the Development Engineer shall be submitted to HRM to ensure completion. Notwithstanding the aforementioned the Developer is responsible to maintain appropriate erosion and sedimentation measures at all times. If the outstanding works are not completed within 8 months of the date of issuance of a Development Permit, the Municipality shall be permitted to cash the aforementioned security in order to complete any outstanding works.

### **2.4 Building/Architecture**

**2.4.1** The Developer shall construct the Addition to the existing building on the Property, which, in the opinion of the Development Officer, is substantially in conformance with Schedules "B" and "C" attached hereto, including its location, size, height, and architectural design. The colour of exterior cladding and shingles for the Addition shall match those on the existing building.

**2.4.2** Pursuant to Section 2.4.1, the Development Officer may approve modifications to the location, size, height, and architecture of the Building, provided such modifications are minor in nature and, in the opinion of the Development Officer, maintain or further enhance the appearance of the Building and Property and the intent of this Agreement.

### **2.5 Accesses and Parking**

**2.5.1** The Developer shall construct a minimum of 65 parking spaces on the lands as generally illustrated on Schedule "B". Individual parking spaces, loading spaces and driving aisles shall be provided in accordance with the requirements of the Land Use By-law unless otherwise specified in this Agreement. Parking spaces shall meet the requirements for barrier free parking under the Provincial Building Code. All parking areas, driveways and circulation aisles shall be asphalt.

**2.5.2** Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, 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 Municipality or the Nova Scotia Department Of Transportation and Public Works as applicable.

## **2.6 On-Site Sewage Disposal System**

**2.6.1** Prior to the issuance of a Development Permit, the Developer shall provide the Development Officer with a report/letter from the Provincial Department of the Environment and Labour indicating that the on-site sewage disposal system is capable of handling the demand generated by existing grocery store and the Addition.

**2.6.2** Notwithstanding Section 2.6.1, if the report/letter from the Department of the Environment and Labour indicates the current on-site sewage disposal system requires upgrading as result of the Addition, the design of the upgrade must be approved by Department of the Environment and Labour prior to the issuance of the Development Permit and all upgrades shall be completed prior to the issuance of an Occupancy Permit.

## **2.7 Landscaping**

**2.7.1** The Lands shall be landscaped as generally illustrated on Schedule "B".

## **2.8 Signs**

**2.8.1** Signage on the Lands shall be permitted as follows:

- (i) Two building fascia signs the general size and location shall be in general conformance with Schedule "C", subject to the approval of the Development Officer.
- (ii) One pylon sign as shown in Schedule "D" to be located generally in accordance with Schedule "B" subject to the requirements of Department of Transportation and Public Works' regulations.
- (iii) Additional minor directional ground and fascia signs as may be provided for vehicular/pedestrian traffic and "way-finding" purposes in accordance with the Land Use By-law and subject to the Development Officer .

**2.8.2** No billboards shall be permitted on the Lands

**2.8.3** Except as otherwise specifically provided for above, all signs shall comply with the requirements of the Land Use By-law and in accordance with Department of Transportation and Public Works' regulations.

**2.8.4** Traffic control signs and pavement markings shall conform to the "Manual of Uniform Traffic Control Devices" and/or "Official Highway Signs for Nova Scotia".

## **2.9 Building and Site Lighting**

**2.9.1** Prior to installation, a detailed lighting scheme prepared shall be submitted to the Development Officer for approval. Such plans shall ensure that all lighting on the Lands, exclusive of signage lighting, shall be designed, installed and maintained to supply adequate area lighting and provide adequate security. Lighting shall be directed to all driveways,

parking areas, loading areas, building entrances and walkways and away from streets and abutting properties. The maximum height of lighting fixtures shall be 40 feet above grade.

**2.9.2** All lighting shall be installed prior to the issuance of an occupancy permit.

## **2.10 Outdoor Storage and Display**

**2.10.1** No outdoor storage shall be permitted.

**2.10.2** Refuse containers and waste compactors shall be located internal to the building.

**2.10.3** Propane tanks and electrical transformers shall be located and secured in accordance with the applicable approval agencies. Where possible, these facilities shall be screened from public view as necessary by means of opaque fencing, masonry walls and/or suitable landscaping.

## **2.11 Hours of Operation**

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

## **2.12 Environmental Matters**

**2.12.1** Prior to the issuance of a Development Permit, the Developer shall provide the Development Officer with a report/letter from the Provincial Department of the Environment and Labour indicating that an Erosion and Sediment Control Plan has been prepared. The plan shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of Environment. Specifically, this plan should outline the temporary erosion and sedimentation control measures (vegetative and mechanical) to be used during active construction of the Property.

## **2.13 Maintenance**

**2.13.1** The Developer shall maintain and keep in good repair all portions of the development and Lands, including but not limited to, the interior and exterior of the buildings, retaining walls and fencing, lighting, walkways, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, and snow removal/salting of walkways, driveways and parking areas, clean-out of the storm water units, maintenance of the waste water management system, and maintenance of stormwater retention areas and outfalls.

## **PART 3: AMENDMENTS**

**3.1** The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantive and subject to the following requirements :

(a) Subject to the requirements of the MU-1 zone of the Eastern Shore (East) Land Use By-law, the Developer may construct a 600 square foot vestibule to serve as a space for entry into the two separate businesses from one internal common area. The changes to the external facade

and the gross floor area of the vestibule are subject to the approval of the Municipal Development Officer.

- 3.2 Amendments to any matters not identified by Section 3.1 or elsewhere in this Agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

#### **PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 In the event that construction on the Lands has not commenced within 2 (two) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the pouring of the footings and foundation.
- 4.4 Upon the completion of the development or portions thereof, or after 5 (five) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

#### **PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 5.1 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 one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or

default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

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

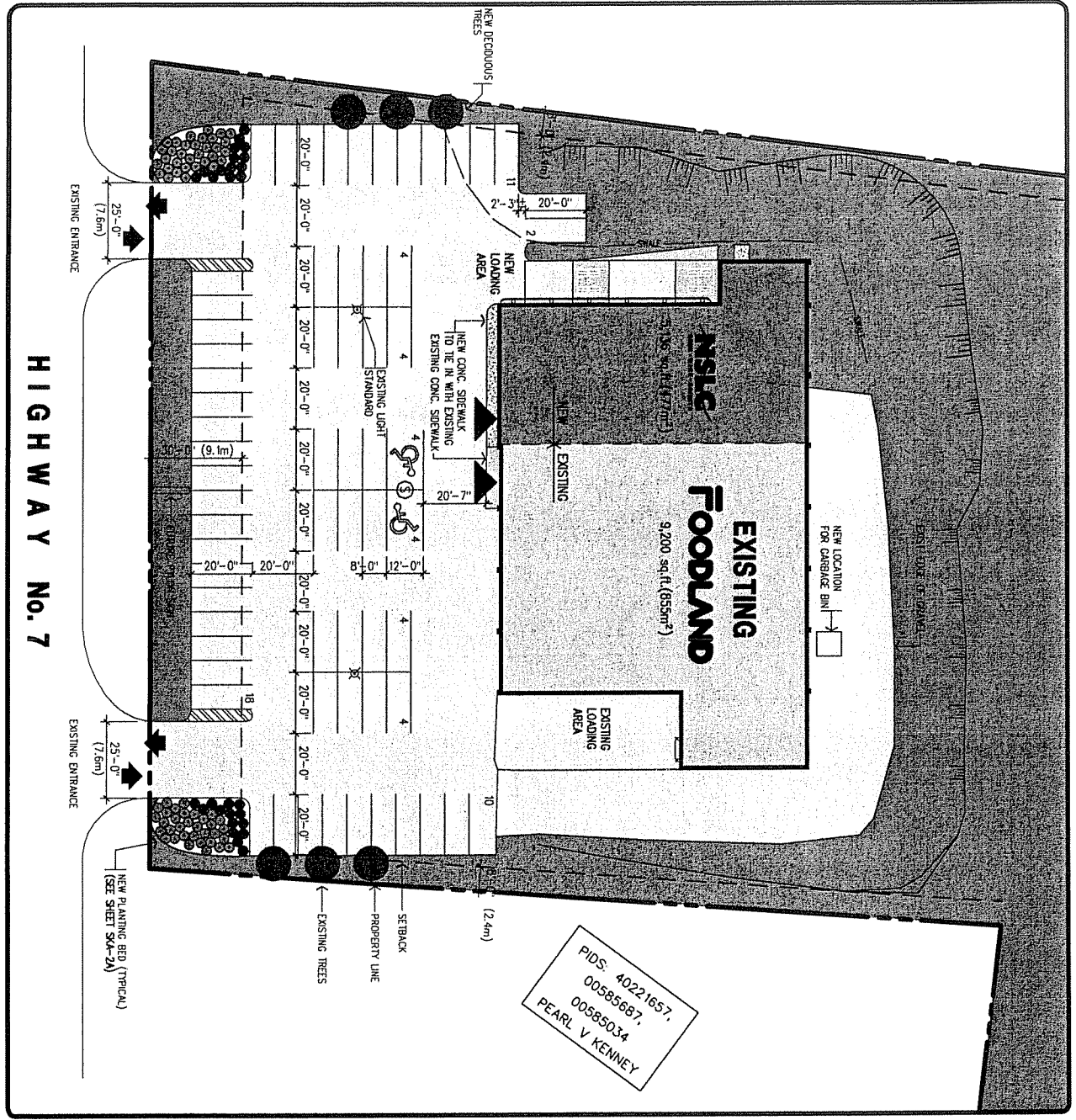
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

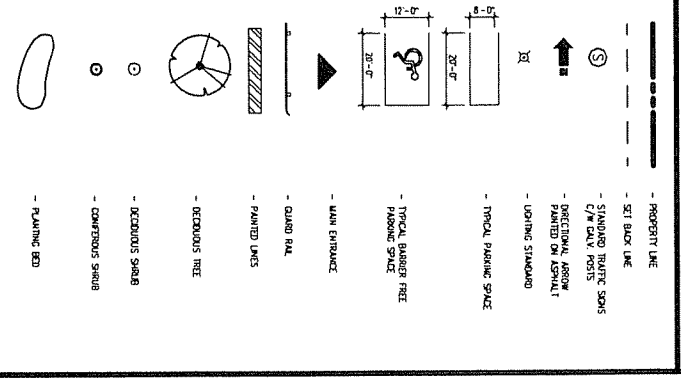
) **SOBEYS GROUP INC. &**  
 ) **SOBEY LEASED PROPERTIES**  
 )  
 )  
 per: \_\_\_\_\_ )per: \_\_\_\_\_

per: \_\_\_\_\_ )per: \_\_\_\_\_

**Sealed, Delivered and Attested** ) **HALIFAX REGIONAL MUNICIPALITY**  
**by the proper signing officers of** )  
**Halifax Regional Municipality** )  
**duly authorized on that behalf** )per: \_\_\_\_\_  
**in the presence of:** ) **MAYOR**  
 )  
 )  
 per: \_\_\_\_\_ )per: \_\_\_\_\_  
**MUNICIPAL CLERK**



**SITE PLAN SYMBOL LEGEND**

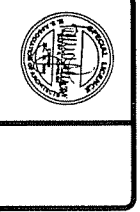


**SITE DATA**

<b>ZONING REQUIREMENTS</b>	<b>ZONING CATEGORY</b>	NO (LAND USE)
<b>ZONING REQUIREMENTS</b>	<b>MINIMUM LOT AREA</b>	10,000 sq.ft. (1)
<b>ZONING REQUIREMENTS</b>	<b>MINIMUM SIDE YARD</b>	5 ft.
<b>ZONING REQUIREMENTS</b>	<b>MINIMUM REAR YARD</b>	5 ft.
<b>ZONING REQUIREMENTS</b>	<b>MINIMUM BUILDING HEIGHT</b>	10 ft.
<b>ZONING REQUIREMENTS</b>	<b>LOADING SPACES SIZE</b>	37m x 7.5m (12'-0" x 25'-0")
<b>ZONING REQUIREMENTS</b>	<b>PARKING IN SETBACK</b>	NO (unless a fence or other yard end is provided)
<b>PARKING STATISTICS</b>	<b>PARKING STATISTICS</b>	5.5 spaces/100 sq. ft. (65.5 spaces/1000 sq. ft.)
<b>PARKING STATISTICS</b>	<b>BARBER FREE PARKING SPACE SIZE</b>	24m x 6 m (78'-0" x 20'-0")
<b>PARKING STATISTICS</b>	<b>BARBER FREE PARKING REQUIREMENTS</b>	1 SPACE MIN./15-100 PARKING SPACES
<b>PARKING STATISTICS</b>	<b>PARKING ASST./DRIVEWAY (1-2 - WAY)</b>	6.1 m (20'-0")
<b>PARKING STATISTICS</b>	<b>PARKING ASST./DRIVEWAY (1 - WAY)</b>	3 m (10'-0")
<b>PARKING STATISTICS</b>	<b>DRIVEWAY LOCATION AT INTERSECTIONS</b>	7.5 m (25'-0")



1. PROJECT NO.	05-083
2. PROJECT NAME	PEARL V KENNEY
3. PROJECT LOCATION	PEARL V KENNEY
4. PROJECT DATE	05/09/26
5. PROJECT TYPE	BR
6. PROJECT STATUS	BR



**PROJECT NORTH**

**TRUE NORTH**

**PROJECT NORTH**

**PROJECT NORTH**

**SOBENS PROJECTS LIMITED**

115 MAIN STREET

NOVA SCOTIA

**SOBENS ATLANTIC REGION**

102 FORD STREET

NOVA SCOTIA

**NEW N.S.L.C. ADDITION**

PROJECT NO. 05-083

SHEET NUMBER

NOVA SCOTIA

**PARTIAL SITE PLAN**

PROJECT NO. 05-083

DATE: 05-09-26

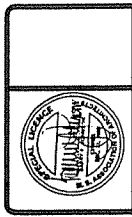
SCALE: 1" = 400'

PROJECT NO. 05-083

SKA-02



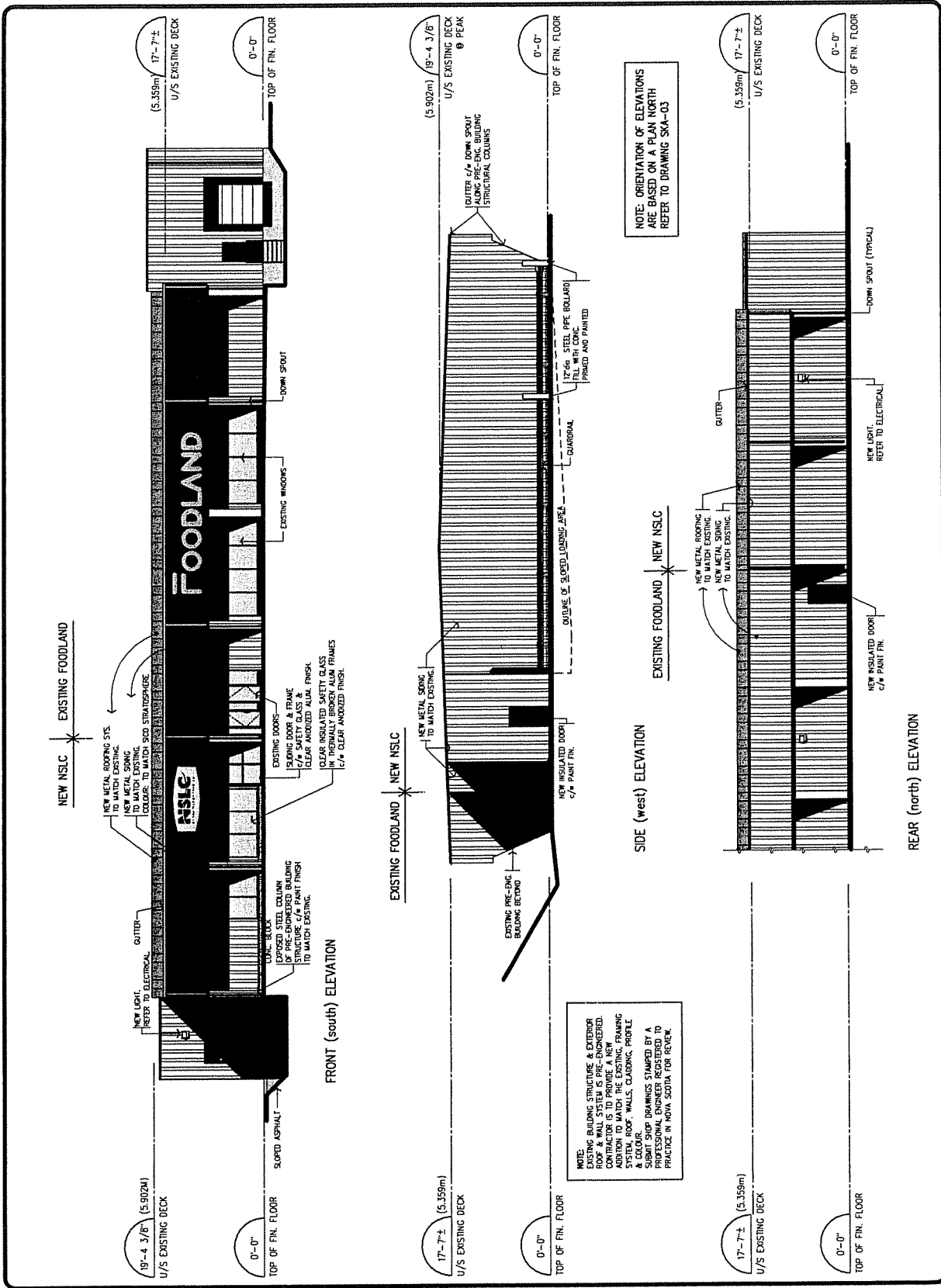
1. REVISIONS	DATE
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8. REVISIONS	DATE
9. REVISIONS	DATE
10. REVISIONS	DATE



**bf** Barry R. Johnson  
 Registered Professional Engineer  
 Nova Scotia  
 No. 05-09-07  
 Date: 05-09-07

**SOBEY'S PROJECTS LIMITED**  
 1000 STEELWAY STREET  
 STELLARION, NOVA SCOTIA  
 N.S.L.C. ADD'N TO  
**FOODLAND SHEET HARBOUR**  
 SHEET HARBOUR, NOVA SCOTIA

**NEW ELEVATIONS**  
 Project No. SKA-04  
 Date: 05-08-03



Schedule D – Pylon Sign Elevation

**SPECIFICATIONS**

**A. Main Cabinet**

One (1) D/F illuminated cabinet as follows:

- EX7 Face frames with EX8 filler. Paint to match Foodland Blue (SICO 4043-63 "Stratosphere" BLUE, Colour formula: 194E-QYG4-8LCW).
- 3/16" white lexan faces c/w 2 mil translucent vinyl graphics, separated in centre with white 2" H-bar.

**FILMS:**

Foodland -  
 3M 3630-97 Bristol Blue  
 3M 3630-43 Light Tomato Red

NSLC -  
 BLUE: WRI-97 (3M 3630-97)  
 PURPLE: Calon 128 Plum  
 YELLOW: Calon 125 (1st layer), Avery 9114 (2nd layer)  
 GREEN: WRI-027  
 WARM GRAY: WRI-69 (3M 3630-69)  
 SILVER: WRI 121 (3M 3630-121)  
 3M 3635-70 White Diffuser

**B. ROG Cabinet**

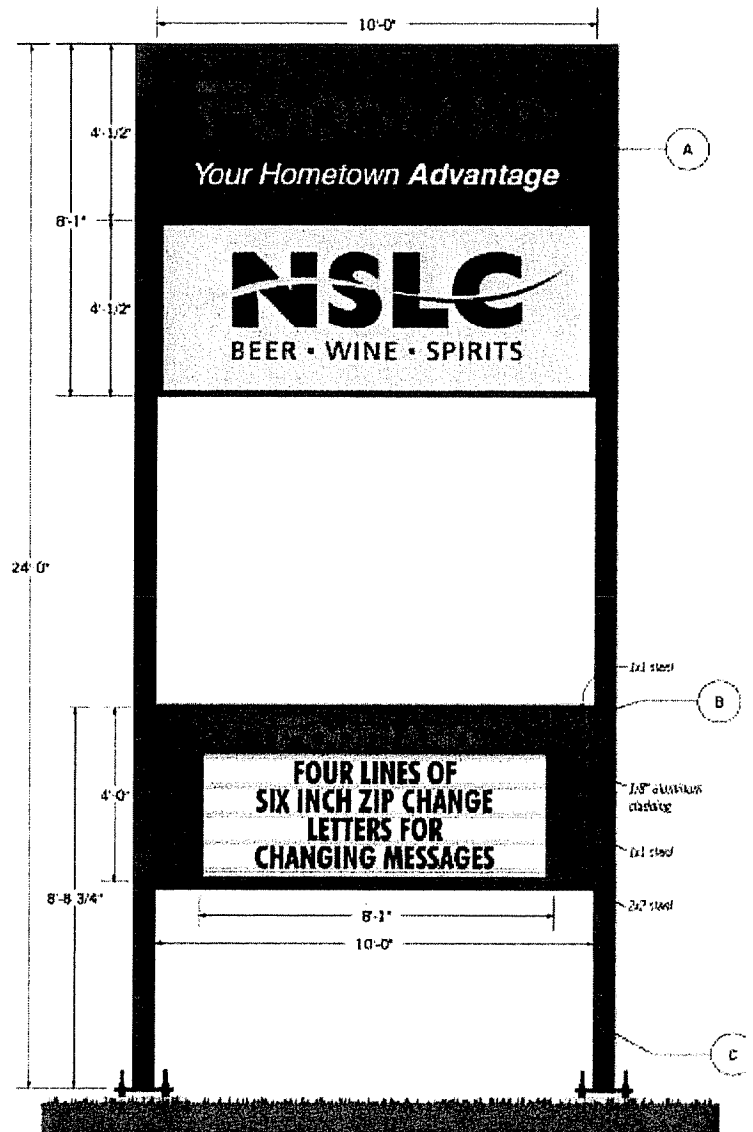
One (1) D/F illuminated ROG sign cabinet as follows:

- EX7 Face frames with EX8 filler, paint to match Foodland Blue (SICO 4043-63 "Stratosphere" BLUE, Colour formula: 194E-QYG4-8LCW).
- 3/16" white lexan faces c/w 2 mil translucent vinyl graphics and tracks to accept four (4) lines of six inch zip change letters, c/w letter set.
- Sign to be c/w steel mounting brackets. Enclose area to left and right of cabinet with 1/8" aluminum (aluminum painted same colour as the rest of the structure and screwed to face of steel brackets with rubber washers between all aluminum and steel).

FILMS: same as specified for "Foodland" in item "A".

**C. Structure**

Two (2) 6" x 6" x 1/4" wall HSS posts c/w 16" x 16" x 1" base plates (each base plate c/w four 1 1/4" holes on 12" x 12" centres to accept 1" anchor bolts). Paint blue to match Foodland standard (see notes under "A").





**ATTACHMENT B -Relevant Municipal Planning Strategy Policies**Commercial Development

The Village Designation supports a wide range of commercial uses designed to meet the needs of local residents and the travelling public. The scale of commercial uses is limited to five thousand (5,000) square feet. Other performance standards would provide controls on outdoor storage and display, parking areas, buffering and landscaping. It is recognized that larger scale commercial uses may be appropriate in certain situations where adequate protection is provided for adjacent residential properties and concerns related to environmental matters, traffic generation, architectural design, outdoor storage and display and hours of operation are addressed. Larger scale commercial uses may, therefore, be considered by development agreement.

V-6 Notwithstanding Policy V-2, it shall be the intention of Council to consider permitting commercial uses in excess of five thousand (5,000) square feet of floor area in accordance with the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

- (a) that the architectural design and scale of any building is compatible with nearby uses;
- (b) the impact of the proposed use on traffic volume and the local road network, as well as traffic circulation in general, sighting distances, and the entrance to and exit from the site;
- (c) the means by which solid and liquid wastes are treated;
- (d) the overall layout and design of the site, including all buildings, parking areas, landscaped areas, refuse collection areas and signage; and
- (e) the provisions of Policy IM-10.

IM-10 In considering development agreements and amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Strategy, Council shall have appropriate regard to the following matters:

- (a) that the proposal is in conformity with the intent of this Strategy and with the requirements of all other municipal by-laws and regulations.
- (b) that the proposal is not premature or inappropriate by reason of:
  - (i) the financial capability of the Municipality to absorb any costs relating to the development;
  - (ii) the adequacy of central or on-site sewerage and water services;
  - (iii) the adequacy or proximity of school, recreation or other community facilities;
  - (iv) the adequacy of road networks leading or adjacent to or within the development; and
  - (v) the potential for damage to or for destruction of designated historic buildings and sites.
- (c) That controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
  - (i) type of use;
  - (ii) height, bulk and lot coverage of any proposed building;

- (iii) traffic generation, access to and egress from the site, and parking;
  - (iv) open storage; and
  - (v) signs.
- (d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and
- (e) any other relevant matter of planning concern.
- (f) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy IC-6”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS. (Regional Council - July 2, 2002, Effective - August 17, 2002).

### **Relevant Land Use By-law Provisions**

#### **3.6 OTHER USES CONSIDERED BY DEVELOPMENT AGREEMENT**

Notwithstanding Section 3.5, certain uses which may not be uses permitted in any zone may be considered in accordance with Sections 55, 66 and 67 of the Planning Act. As provided for by the Municipal Planning Strategy for the Eastern Shore (East) Plan Area, such uses are as follows:

- (c) Commercial uses in excess of five thousand (5000) square feet (464.5m<sup>2</sup>) of floor area within the Village Designation according to Policy V-6 and commercial and industrial uses in excess of five thousand (5000) square feet (464.5m<sup>2</sup>) of floor area in the Resource Designation according to Policy RE-5.

**ATTACHMENT C - Public Information Meeting Minutes****PUBLIC INFORMATION MEETING  
CASE 00872 - SOBEY'S PROJECTS LTD.  
EASTERN SHORE EAST PLAN AREA**

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April 24, 2006

Sheet Harbour Consolidated School, Sheet Harbour  
7:00 p.m.**STAFF IN****ATTENDANCE:** Shayne Vipond, Planner  
Samantha Charron, Administrative Support**APPLICANT:** Glen Boone, Sobey's Inc.  
Keith Ross, Sobey's Inc.  
Roger Boychuk, SNC-Lavalin**MEMBERS OF  
THE PUBLIC:** Approximately 15 People

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**PRESENTATION & OPENING COMMENTS**

Shayne Vipond welcomed residents to the meeting and thanked them for attending. He explained local councillor Steve Streach had a prior engagement and indicated he will try to attend if possible. Mr. Vipond then introduced Keith Ross and Glen Boone representing Sobey's Inc. he introduced Roger Boychuk, the engineer for this project and himself as the planner assigned to the case.

Mr. Vipond explained the purpose of tonight's meeting is to discuss an application submitted by Sobey's Inc. to enter into a development agreement to expand the existing Foodland Store to add a 4,000 square foot Liquor Store (NSLC) at #22579, Highway #7 in Sheet Harbour

With use of overhead and site map Mr. Vipond gave an overview of the proposed development application.

Mr. Vipond then gave a brief overview of the planning process so residents could better understand how applications are evaluated and how residents input is considered.

Mr. Vipond explained the planning process typically begins with an application from a developer to receive planning approval for their project. An HRM planner is assigned to the case begins a technical review of the proposal by circulating it to relevant agencies and departments for example, engineering services, traffic services, parkland planning, metro transit, the school board, etc. The purpose of this circulation is to get feedback and recommendations for the proposal. He suggested while the technical review is proceeding, a public information meeting (what we are doing now) is scheduled, to help staff get a sense of any issues the community may have, and how these might be addressed. He stated community members have a lot of local knowledge.

He explained in some cases the review process can be an iterative one, with the applicant bringing additional information forward to respond to concerns and recommendations, and adjusting their proposal to meet those concerns, if possible. Once the review is complete, the planner prepares a staff report with a recommendation to Community Council Marine Drive Community Council consists of a subset of Regional Council including the representatives from the Eastern Shore.

If Community Council decides to proceed, they will set a Public Hearing date. If you received notice in the mail for this PIM, you will receive notice for the hearing. If you would like to receive notice but didn't, please make sure your name and full mailing address is on the attendance sheet here tonight. The public hearing will also be advertised in the Herald for two consecutive Saturdays before the meeting.

The public hearing is a formal opportunity for any member of the public to speak for or against the proposal before Council makes a decision to accept or reject the proposal. After the decision is made, there is a 14 day appeal period.

Mr. Vipond then explained a development agreement is basically a contract between the landowner and the Municipality that spells out how the land will be developed. It contains development standards that basically supercede the zoning standards. He explained a development agreement can control a range of aspects related to development such as site design, architectural form, landscaping, maintenance, parking, etc,

Mr. Vipond stated once signed, a development agreement gets registered with the Registry of Deeds, obligating future land owners to abide by the terms of the agreement. The agreement stays in effect until it's discharged which can typically be done only if both parties consent.

He then invited Mr. Boone and Mr. Ross to give their presentation on behalf of Sobey's Inc. and suggested residents hold their questions until after the presentation.

Mr. Boone introduced himself and described his role in applications such as this made by Sobey's. He explained his job is to work with municipal staff and/or residents to ensure all concerns and comments are addressed.

Mr. Boone continued with use of overhead and gave a full site description. He described the existing building and outlined the proposed addition for the liquor store. He explained the reasoning behind one stop shopping and suggested, consumers are looking for convenience. He continued with a description of building upgrades noting the buildings interior and exterior design and finishes. He described the entrance/exits and the future possibility of connecting the two, under a central vestibule. He closed the presentation with a description of sign age, fencing and landscaping aspects. Mr. Boone then asked residents to come forward with any questions or concerns they may have regarding this application.

## QUESTIONS AND COMMENTS

Helen Pinfield suggested Sobey's consider expanding their product variety when the store is renovated. She stated traveling into town is still necessary if she is looking for a broader selection of goods.

Glen Boone noted the size of the grocery store itself is not going to increase, but the idea behind this project is to provide a larger selection inside the store. He explained to residents that there is a customer care line for comments such as Mrs. Pinfields, and offered his business cards for anyone interested in contacting the customer care line. He stated they are trying to achieve one stop shopping for local residents convenience.

Art Dollery asked Mr. Boon to display the site map on the overhead again for questions. He pointed out an area, located down hill from the grocery store property that has flooded on occasion, in his opinion, the flooding is a result of the grocery store runoff. He asked Mr. Boone what preventative measures are being taken to keep storm water runoff from collecting in this area. He suggested adjacent residents need to be concerned to the well water quality, and requested Sobey's representatives address this issue.

Mr. Vipond explained the applicant is required to provide staff with a sediment and erosion plan. He noted the Department of Environment (DOE) will be notified and asked for comment during the circulation of this application. He suggested all sites have constraints and challenges that is why we look to DOE for direction.

Glen Boone suggested HRM's storm water and sediment control requirements, during construction are clearly defined.

Keith Ross noted Jacques Whitford did the original storm water and sediment control study for the site. He stated if there is a need for upgrades to the site they will certainly be done.

Melinda Hillier stated runoff and flooding is an ongoing problem in this area. She feels if the store size is increased the problem will only worsen. She also indicated in the past, Department of Transportation (DOT) has come out to try and remedy the situation, but the band aid solutions have never lasted. She asked that Sobey's claim responsibility for this issue and deal with it to accommodate the adjacent residents.

Mr. Boone requested residents point out the exact flooding and runoff path causing the problem. use of the site map provided. He then replied he would have their engineers look into this concern.

Residents noted they are in support of the project, they would just like assurances the existing problems in the area would not be ignored and allowed to worsen with additional development.

Mr. Boone replied he will take this concern seriously and try to find a solution. He asked residents if the community streets are salted or sanded in winter time.

Residents indicated the roads are sanded.

An unknown resident asked for construction time lines

Mr. Vipond replied it is possible for this application to move through the process for public hearing by the end of June 2006, pending storm water issues being resolved.

Mr. Boone stated they would like to see construction begin this summer, noting this is would be a very aggressive time line to meet.

Mr. Ross suggested the store construction itself should take approximately 12 to 14 months to complete. He also spoke to legislative requirements that may slow the development process.

Mr. Hillier asked about sloping and landscaping around the back of the development.

Mr. Boone suggested their engineers will oversee all land grading and sloping. He indicated any soils exposed during construction will be protected to provide erosion and sedimentation control and any soil exposed once construction is complete will be seeded. Landscaping will be completed as well. This will include shrubbery, trees and sodding.

Charles Munroe noted his property is next to the proposed development. He is concerned about the proximity of the development to his rock wall. He is concerned the development may cause damage that will need to be repaired at his expense.

Mr. Boone noted Sobey's Inc. wants to be neighborly and indicated if their construction causes any damage, or in Mr. Munroe's case, undermines the rock wall separating the two properties, repairs would be completed by Sobey's not the abutting residents affected.

Charles Munroe asked if there could be a buffer constructed between the development and his home.

Mr. Boone suggested he could look into having shrubbery planted, or some type of privacy fence erected.

Charles Munroe suggested storm water is also an issue on his property and he would like to see this addressed as well.

Mr. Boone suggested DOT needs to formally submit comment regarding this application. He stated they did have some preliminary comments and made some suggestions to the proposed development, which we will consider making adjustments to.

Mr. Vipond stated the Municipality will raise this issue with DOT.

Anita Coady asked staff if the DA application is approved by Council and construction begins, who will be held responsible to remedy problems not taken into consideration.

Mr. Vipond noted that is why staff circulate the applications internally and externally to various agencies to ensure all aspects of the development are considered.

Mr. Boone noted HRM inspection procedure ensures the development be inspected prior to each stage of construction commencing.

Mr. Ross suggested they will have their engineer come out to conduct site visits with residents next week. He suggested anyone interested should leave contact information with him after the meeting.

Charlie Munroe asked why the local drug store could not be incorporated into the proposed development as well.

Mr. Boone explained the proximity of the drug store to the hospital is an issue, and the land cannot accommodate the additional space that would be required.

Bruce Crowell suggested Sobey's buy the adjacent property to Foodland to expand the development to incorporate a drugstore.

Mr. Boone indicated they were not considering that at this time.

Mr. Vipond asked if there were any further questions, then thanked all for attending and closed the meeting.

#### **MEETING ADJOURNMENT**

Meeting adjourned at approximately 8:45 p.m.