

Central Community Council
December 13, 2012

TO: Chair and Members of Central Community Council

SUBMITTED BY: Original Signed
Brád Anguīsh, Director, Community and Recreation Services

DATE: November 15, 2012

SUBJECT: **Case 17362: Development Agreement, 5210 St. Margarets Bay Road,
Upper Tantallon**

ORIGIN

Application by Genivar

RECOMMENDATION

It is recommended that Central Community Council:

1. Give Notice of Motion to consider approval of the proposed development agreement to permit larger scale commercial development at 5210 St. Margarets Bay Road, presented as Attachment A, and schedule a Public Hearing;
2. Approve the proposed development agreement, presented as Attachment A; and
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.

BACKGROUND

The subject site is located in Upper Tantallon in an area known as the “Cross Roads” as it is located at the intersection of St. Margarets Bay Road, Peggy’s Cove Road, and Hammonds Plains Road. A portion of the site is currently developed with a gas station that includes a convenience store and a take-out restaurant, however, the majority of the site is treed and undeveloped. The applicant has submitted a proposal to further develop 5210 St. Margarets Bay Road with 3 new commercial buildings through the development agreement process.

Proposal

The 3 new commercial buildings are proposed to have a total commercial gross floor area of 2,390.4 square metres (25,730 square feet). The proposed development will include retaining the existing gas station which is approximately 345.6 square metres (3,720 square feet) in area and to develop three additional commercial buildings, as shown on Schedule B of Attachment A, as follows:

- Building 1:
 - Proposed Height: 1-storey; 9.1 metres (30 feet)
 - Proposed Gross Floor Area: 1160.71 square metres (12,488 square feet)

- Building 2:
 - Proposed Height: 1-storey; 9 metres (29.5 feet)
 - Proposed Gross Floor Area: 475.85 square metres (5,122 square feet)

- Building 3:
 - Proposed Height: 2-storeys; 7 metres (23 feet)
 - Proposed Gross Floor Area: 408.77 square metres (4,400 square feet)

All of the buildings are to be used for commercial purposes such as restaurant, retail and office uses.

Other features of the proposed development include:

- Parking areas, to be broken up with landscaping and building placement;
- An amenity area, incorporated into the landscaped area to provide an opportunity to highlight the significance of this site; and
- Trails, to be developed through the amenity area and along the front of the site.

Subject Area

The subject site is located within a commercial strip along St. Margarets Bay Road that serves the Upper Tantallon neighbourhood. Neighbouring commercial properties include a Home Hardware and a Super Store (Map 1). Outside of this commercial area, the surrounding land uses are mainly low density rural residential uses.

Zoning and Enabling Policy

The subject site is designated Mixed Use B by the Municipal Planning Strategy (MPS) for Planning Districts 1 and 3 and zoned MU-2 (Mixed Use 2) in the Land Use By-law (LUB) for

Planning Districts 1 and 3 (see Maps 1 and 2). Policy MU-16(A) of the MPS enables new commercial and industrial developments or expansions to existing uses resulting in a combined gross floor area greater than 697 square metres (7,500 square feet) on any one lot to be considered through the development agreement process.

Policy MU-16(A) became effective in April of 2009 as a result of community concerns regarding the “as-of-right” commercial growth which was occurring in the Upper Tantallon area. The objective of this policy is to allow for commercial growth which is compatible with the traditional character of the built form of the St. Margaret’s Bay area. In addition to Policy MU-16(A), the application is subject to the general policy evaluation criteria as contained in Policy IM-9 which is applicable to all discretionary planning approvals under the MPS. Attachment B of this report contains the policies by which Council may consider this proposal.

Visioning Project - Upper Tantallon at the Cross Roads

Over the past several years, staff have been working with the local community to establish new land use policies and zoning for the area at the Cross Roads. It is expected that the new land use policies and zoning will be presented to Council early in 2013. Although this project is nearing completion, the proposal must be considered based on the existing MPS policies.

Review by Planning Advisory Committee

The Terms of Reference applicable to the St. Margaret’s Bay Coastal Planning Advisory Committee (SMBCPAC) require that they advise Community Council with respect to development agreement applications in this area. However, so as not to delay applications in process at the time the PAC was assembled, Western Region Community Council at their meeting on September 24, 2012, passed the following motion:

“MOVED by Councillor Lund, Seconded by Councillor Adams that the St. Margaret’s Bay Coastal Planning Advisory Committee’s Terms of Reference do not apply to existing projects which have already undergone public consultation; and as a courtesy, the St. Margaret’s Bay Coastal Planning Advisory Committee receive copies of these development agreements in advance of public hearings. MOTION PUT AND PASSED.”

Accordingly, this application was not referred to the SMBPAC for their consideration and advice to Community Council. However, in keeping with Councillor Lund’s suggestion at the meeting, the proposed development agreement will be circulated to PAC members in advance of the public hearing.

DISCUSSION

Policies MU-16(A) and IM-9 of the MPS enable the consideration of a development agreement for the proposed new development (Attachment B). These policies contain criteria for Council to consider when evaluating a development agreement proposal of this nature. Attachment B provides an evaluation of the proposal and development agreement in relation to these applicable policies. The following issues are being highlighted for more detailed discussion.

Significance of the Site

During the community engagement component for this application, the importance of this site to the community was frequently noted and often referred to as the “Gateway to Peggy’s Cove Road”. Staff recognize that the subject site serves as a gateway to the community and beyond.

To recognize the importance of the site, the applicant has agreed to provide an amenity space at the north-western corner to help signify its geographical and cultural importance. The applicant has noted that they would like to develop this space with the help from the community. Although the Development Agreement cannot require further public consultation, the proposed Development Agreement requires an amenity space to include outdoor furniture, such as benches and picnic tables, and a marquee feature such as a monument, interpretive panels or some form of public art to help highlight the significance of this area. The overall design of the space has not been finalized at this stage to provide an opportunity for the Developer to work with the community to design this space.

Building Design / Scale

Policy MU-16(A) calls for the consideration of the proposed design in relation to the traditional building style, character and scale of the development in the area as typified by simple wood framed homes and fishing industry buildings with gabled and pitched roofs. Staff advise that modern commercial buildings are typically inconsistent with this vision and it is not the intent of this policy to require new commercial buildings to replicate the traditional building style. Rather, the intent is for new commercial buildings to incorporate features of the traditional building style into their construction as a means of addressing compatibility concerns with larger commercial buildings within the community.

A detailed analysis of each commercial building can be found in Attachment B of this report, but features that are common amongst the three proposed additional buildings are summarized as follows:

- i) No building is to exceed a height of 10.7 metres (35 feet) which is in keeping with the requirements of the Land Use By-law;
- ii) The proposed agreement restricts building materials to wood, stone, brick and fibre cement siding. Although the fibre cement siding is a newer type of siding and may not be considered a traditional building material, it does provide a similar appearance to wood or stone siding which is in keeping with the traditional architectural;
- iii) Windows and dormers are used to help break up the mass of the buildings; and
- iv) Roofs are sloped.

The applicant has proposed 2,390± square metres (25,730± square feet) of commercial floor area to be permitted on the site. The proposed development agreement provides for 2,400 square metres (25,833 square feet), to allow for any minor changes in the floor area to be accommodated as the project advances through its detailed design. Further to this, the proposed agreement allows increases in the floor area of each building of no more than 10% through a non-substantial amendment, to allow flexibility for each building as the tenants and uses change.

Pedestrian Circulation

Under the proposed development agreement, pedestrian circulation will be addressed by requiring:

- i) trails, to be developed along the front of the site;
- ii) an amenity space, to provide a variety of pedestrian options; and
- iii) paved walkways and demarcated crosswalks, to enhance connectivity between buildings.

The proposed provisions also address the community's desire to incorporate provisions within the development that promote active transportation.

Parking

Through the community consultation component of the application, it was expressed that the parking should be located at the rear of the building and that the buildings should be situated to the front of the lot. As such, the developer has agreed to include some parking at the rear and sides of the buildings and the proposed site plan includes no more than 3 rows of parking in the front of the building. Further, instead of providing a large mass of parking in the front of the building, as is common for most large scale commercial developments, the proposed development agreement requires parking to be broken up and integrated with landscaping.

The proposed development agreement further requires on-site bicycle parking which is not currently required under the Land Use By-law for Planning Districts 1 & 3.

Drive-Thrus

One of the more controversial aspects of this development includes the provision of drive-thrus. It had been expressed by the community that drive-thrus should not be permitted in this area. However, drive-thrus are currently permitted on the site under the MU-2 Zone. Policy MU-16(A) does not require the consideration of types of uses to be permitted under the proposed agreement but rather to look at ways to address concerns with uses already permitted in the zone.

To minimize the concerns related to drive-thru operations, the development agreement requires the drive-thru component to be situated to the rear of the building. The agreement also places further restrictions by specifically not permitting drive-thrus which would generate high traffic volumes unless approval has been provided by Nova Scotia Transportation and Infrastructure Renewal to address the potential increase in traffic flow to and from the site.

Traffic and Site Access

The site will be accessed from Route 333 (Peggy's Cove Road), St. Margarets Bay Road and through a shared access driveway from the adjacent Super Store property as shown on Schedule B of the proposed development agreement. All accesses have been reviewed by the Nova Scotia Department of Transportation and Infrastructure Renewal and have been deemed suitable. Further to this, to improve the overall traffic flow in the area, the proposed development agreement requires that the merge section along Trunk 3 be realigned before any occupancy permit is issued.

On Site Services

Policy IM-9 indicates that Council should consider whether development proposals have adequate on-site sewer and water services to sustain their operation. The Developer is proposing to develop an on-site sewage disposal system to service all four buildings on the site. The proposed Development Agreement requires Nova Scotia Environment approval of the system before any development permits are issued.

The Developer is also proposing that water services be provided through a shared well. A Level II Ground Water Assessment was completed for the site and it was determined that there is sufficient ground water to service the site. The assessment suggested precautions be taken to ensure contamination of the water supply does not take place. The proposed development agreement requires that a casing be incorporated into the design of the well, which will also require approval from Nova Scotia Environment.

HWAB

The Halifax Watershed Advisory Board (HWAB) reviewed this application on June 20, 2011 and passed a motion with the following recommendations:

1. Regular annual maintenance reports on the sewage treatment plant and the stormwater treatment systems are provided to HRM Planning and the Board;
2. Sufficient soil is made available beneath the parking to allow for the flow of water and to provide a planting medium for trees; and
3. Tree planting program be expanded.

Of these recommendations, the Municipality only has the authority to address recommendations 2 and 3. Maintenance of the sewage treatment plant is governed through the approvals given by NS Environment. The Developer has been made aware of recommendation number 1 and annual maintenance reports on the sewage treatment plant and stormwater treatment systems may be submitted to HWAB on a voluntary basis.

Relative to recommendations 2 and 3, the proposed agreement requires a detailed landscaping plan that ensures the sodded areas comply with the Canadian Nursery Sod Growers' Specifications which require that there be a sufficient planting medium for the proposed trees. The site plan has changed slightly since the application was brought to HWAB. The landscaping requirements allow for the ability to provide additional landscaping such as additional tree planting. Further to this, there is opportunity for additional tree planting when completing the final design of the amenity area.

Conclusion

The proposed development is consistent with the applicable policies of the MPS (Attachment B). The development includes architectural features to reinforce the character of the area, landscaping features to break up the bulk of the development and to promote pedestrian circulation and provides an opportunity to highlight the significance of this site and surrounding community. As such, it is recommended that Central Community Council approve the proposed Development Agreement presented as Attachment A.

BUDGET IMPLICATIONS

There are no budget implications. The developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the agreement can be carried out within the proposed 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 April 12, 2012. A public hearing must be held by Central Community Council before they can consider approval of a development agreement.

For the Public Information Meeting, notices were posted on the HRM website, in newspapers (regional and local), and mailed to property owners with the notification area shown on Map 3. Attachment C contains a copy of the minutes from the meeting. Should Central Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, individual property owners within the notification area will be advised of the public hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners, community or neighbourhood organizations, and business and professional associations.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all applicable environmental policies contained in the Planning District 1 and 3 MPS. Please refer to the Discussion section of this report for further information.

ALTERNATIVES

1. Central Community Council may approve the proposed development agreement as provided in Attachment A of this report. This is the staff recommendation.
2. Central Community Council may approve the proposed development agreement with modifications which are acceptable to the Developer. Such modifications may require further negotiations with the Developer, a supplementary staff report or an additional public hearing.

3. Central Community Council may refuse the proposed development agreement. Pursuant to the *Halifax Regional Municipality Charter*, Council must provide reasons for this refusal based on the policies of the MPS.

ATTACHMENTS

Map 1	Location and Zoning
Map 2	Generalized Future Land Use
Map 3	Area of Notification
Attachment A	Proposed Development Agreement
Attachment B	Policy Review – Excerpt from the Planning Districts 1 and 3 MPS
Attachment C	Minutes from the Public Information Meeting

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

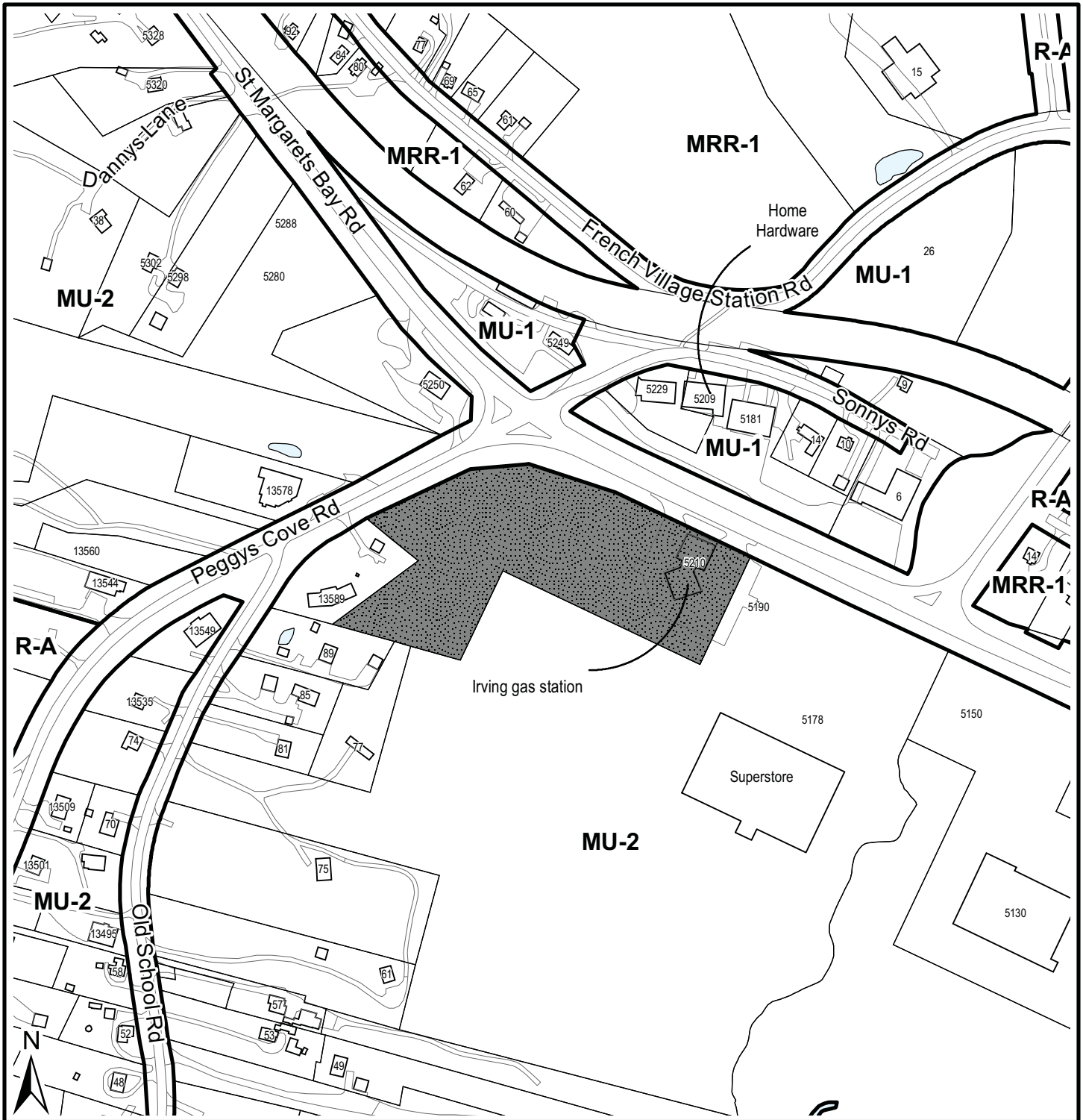
Report Prepared by: Jillian MacLellan, Planner 1, Planning Services, 490-4423

Original Signed

Report Approved by:




Kelly Denty, Manager, Development Approvals, 490-4800



Map 1 - Location and Zoning

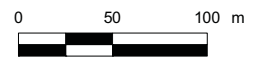
5210 St. Margaret's Bay Road
Upper Tantallon

 Area of proposed development agreement

Zone

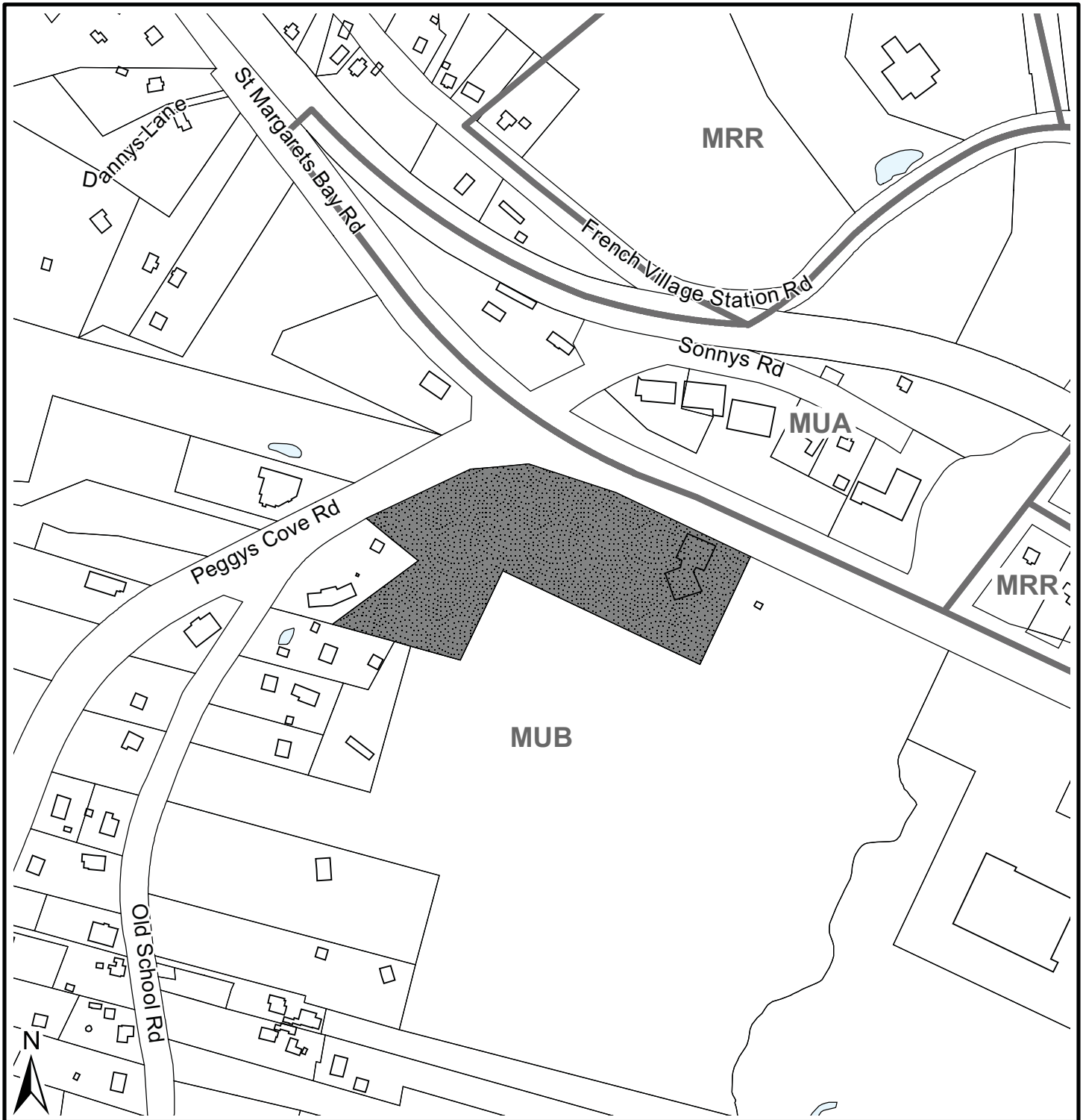
- R-A Residential
- R-A1 General Residential
- MRR-1 Mixed Rural Residential
- MU-1 Mixed Use
- MU-2 Mixed Use

Planning District 1 & 3
(St Margaret's Bay) Plan Area




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

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



Map 2 - Generalized Future Land Use

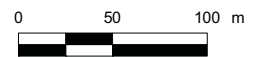
5210 St. Margaret's Bay Road
Upper Tantallon

 Area of proposed development agreement

Designation

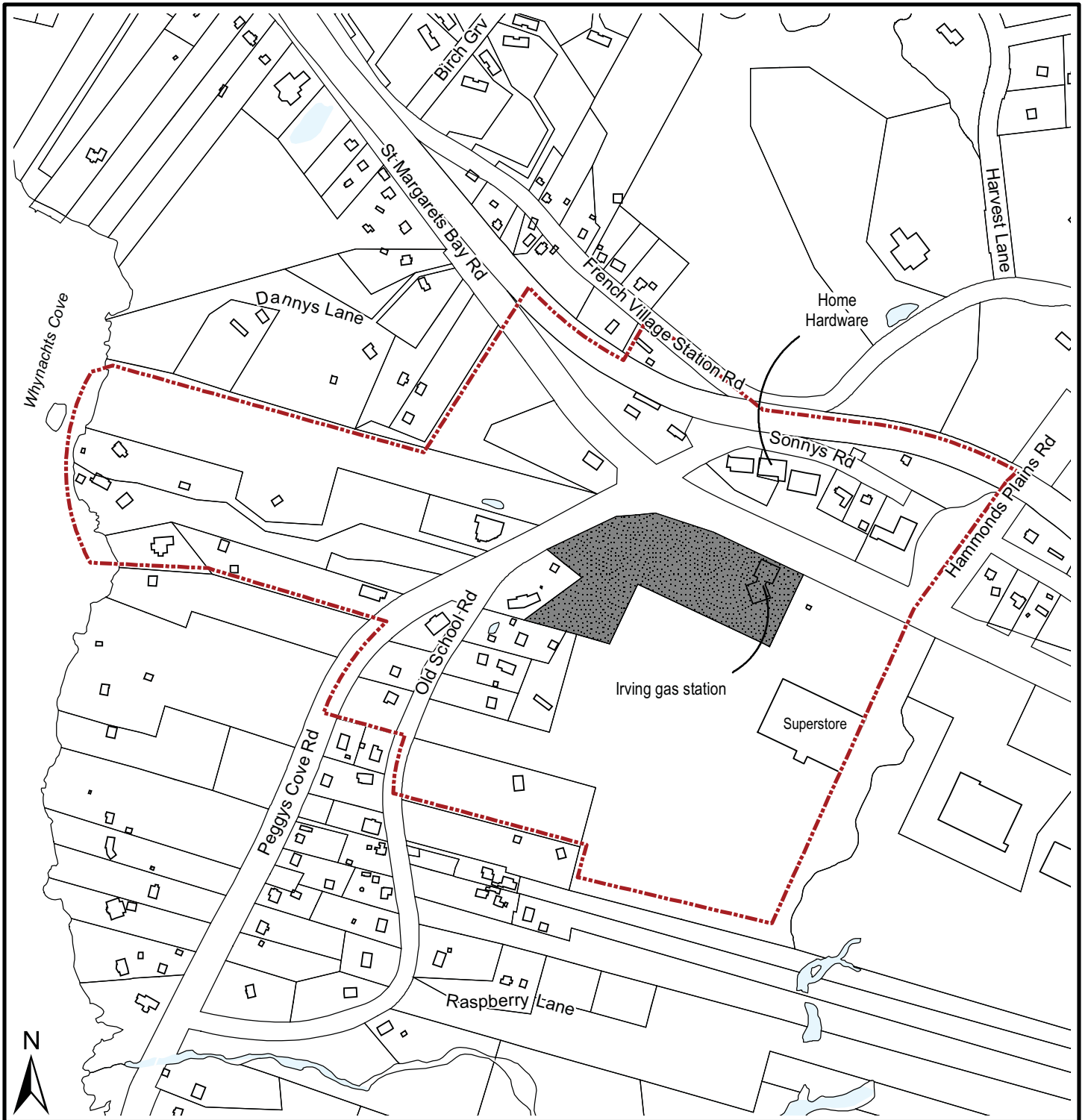
- MRR Mixed Rural Residential
- MUA Mixed Use A
- MUB Mixed Use B

Planning District 1 & 3
(St Margaret's Bay) Plan Area





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

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



Map 3 - Area of Notification

5210 St. Margaret's Bay Road
Upper Tantallon

-  Area of proposed development agreement
-  Area of notification

Planning District 1 & 3
(St Margarets Bay) Plan Area



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

Case 17362
Attachment A - Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 2012,

BETWEEN:

[INSERT PROPERTY OWNER]

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands at 5210 St. Margaret's Bay Road (Highway. No. 3), Upper Tantallon and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for three additional commercial buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy MU-16(A) of the Municipal Planning Strategy for Planning Districts 1 and 3 and Section 3.6(q) of the Land Use By-law for Planning Districts 1 and 3;

AND WHEREAS the **INSERT NAME** Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 17362;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning Districts 1 and 3 and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop and use 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 17362:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Preliminary Landscape Plan
Schedule D	Building 1 - Elevation
Schedule E	Building 2 - Elevation
Schedule F	Building 3 – Elevation

3.2 Requirements Prior to Approval

3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer:

- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (a) of this Agreement;

- (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (b) of this Agreement;
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (c) of this Agreement; and
 - (d) A Top Soil Removal Permit in accordance with Section 5.1.1(d) of this Agreement.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer as per the terms of this Agreement:
- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.7 of this Agreement; and
 - (b) Approval by Nova Scotia Environment of on-site sewage treatment facilities in accordance with Section 4.2 of this Agreement.
- 3.2.3 Prior to the issuance of a Development Permit for Building 2, the Developer shall provide to the Development Officer, a detailed design of the trail and amenity area on the Lands in accordance with Section 3.8 of this Agreement.
- 3.2.4 At the time of the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:
- (a) A security deposit in amount of 110 percent of the estimated costs to complete the required landscaping pursuant to Section 3.7.5 of this Agreement;
 - (b) Confirmation from Nova Scotia Transportation and Infrastructure Renewal of the completion of the realignment of the merge section along Trunk 3 in accordance with Section 4.1 of this Agreement; and
 - (c) Confirmation from Nova Scotia Environment of the construction of a well in accordance with Section 3.10 of this Agreement.
- 3.2.5 At the time of the issuance of the Occupancy Permit for Building 2, the Developer shall submit to the Development Officer, in consultation with the HRM Parkland Planner, verification that the development of the trail and amenity area has been completed pursuant to Section 3.8 of this Agreement or Security has been provided in accordance with Section 3.8.6.
- 3.2.6 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.

3.3 General Description of Land Use

3.3.1 The uses of the Lands permitted by this Agreement are the following:

- (a) Commercial uses except for the following uses:
 - (i) commercial entertainment uses;
 - (ii) campgrounds; and
 - (iii) marinas;
- (b) Open space uses;
- (c) Accessory buildings, subject to the requirements of Sections 3.4.6 and 3.4.7 of this Agreement;
- (d) Uses accessory to the foregoing uses; and
- (e) Drive-thru operations

3.3.2 Notwithstanding clause 3.3.1(e), drive-thru operations that generate high volumes of traffic shall not be permitted unless Nova Scotia Transportation and Infrastructure Renewal has reviewed the associated traffic impacts and identified measures to address same. Any necessary improvements shall be the responsibility of the Developer.

3.4 Detailed Provisions for Land Use

3.4.1 No more than 4 buildings for commercial use are permitted on the Lands.

3.4.2 The gross floor area for each commercial building shall be as generally shown on Schedule B. Variations to the gross floor area of no more than 20 square metres (215.28 square feet) shall be permitted, however, the total gross floor area of all 4 buildings shall not exceed 2,400 square metres (25,833.39 square feet).

3.4.3 Each building shall be located on the Lands as generally shown on Schedule B. Variations to the building locations provided on Schedule B may be permitted provided the variation does not exceed 1.5 metres (5 feet) in any direction;

3.4.4 The height of each building shall not exceed 10.67 metres (35 feet).

3.4.5 Notwithstanding Sections 3.4.2 and 3.4.3, outdoor seating and patio areas may be permitted for any use, provided there is no resultant loss of landscaping.

3.4.6 Further to Section 3.4.1 of this Agreement, one accessory building shall be permitted for the common use of all 4 commercial buildings and shall be:

- (a) Located in the rear or side yard;
- (b) Located no closer than 2.44 metres (8 feet) from any property line or building;
- (c) A maximum height of 4.57 metres (15 feet); and
- (d) A maximum area of 27.87 square metres (300 square feet).

3.4.7 Further to 3.4.6 an additional accessory building for the enclosure of the on-site sewage treatment facility may be permitted subject to the requirements outlined in Section 3.4.6 of this Agreement.

3.5 Architectural Requirements

3.5.1 Each building's exterior design shall be in conformance with Schedules D through F. Notwithstanding the Schedules, the Development Officer may permit minor modifications, such as but not limited to the number and location of doors and windows, to accommodate interior leasehold commercial spaces.

3.5.2 Exterior building cladding for each building shall be provided as shown on the Schedules. Building materials may be substituted with any of the following materials:

- wooden cladding;
- brick;
- stone;
- fibre cement board; or
- fibre cement stone panelling.

3.5.3 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate, these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.5.4 The blank dormer located on the West Side Elevation of Building 1, see Schedule D, shall be tempered by the introduction of artwork (murals) or textural plantings or a combination of artwork and plantings.

3.6 Parking, Circulation and Access

3.6.1 Vehicle parking shall be provided as generally shown on Schedule B. The minimum amount of parking to be provided for each building shall meet the requirements as shown below. A minimum of 6 of the spaces shall be designated as mobility disabled spaces. Variations to the number of the parking requirements for each building are permitted provided a minimum of 125 parking spaces are provided for the entire development.

- (a) Existing Gas Station - 10 spaces
- (b) Building 1 - 70 spaces
- (c) Building 2 - 20 spaces
- (d) Building 3 - 25 spaces

3.6.2 Parking spaces, stop bars, pedestrian circulation (walkways and crosswalks) and access shall be generally as shown on Schedule B. Crosswalks shall be demarcated with signs and pavement markings or a differentiated surface material including, but not limited to, interlocking paving stones.

3.6.3 Bicycle parking shall be provided as generally shown on Schedule B. At least 15 bicycle parking spaces shall be provided for the entire development. Bicycle parking shall be provided in the form of bicycle racks which permit the locking of a bicycle by the frame and the front wheel and support the bicycle in a stable position with two points of contact.

3.7 Landscaping

3.7.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a detailed Landscape Plan which shall provide details of all landscaped areas shown on Schedule C. The Developer may provide additional plantings and landscaping features than shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect, who shall be a member in good standing with the Canadian Society of Landscape Architects, and comply with all provisions of this section.

3.7.2 Planting details for each type of plant material proposed on the detailed Landscape Plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety).

3.7.3 Plant material shall be primarily comprised of native species and conform to the Canadian Nursery Trades Association's Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.7.4 Construction Details for all tree protection hoarding, benches, light standards and luminaries, trash receptacles, bike racks, tree grates and guards, planter seating wall, wood arbour, outdoor garbage enclosure, railings, and fencing shall be provided to the Development Officer with the Landscape Plan.

3.7.5 At the time of the issuance of the first Occupancy Permit, the Developer shall provide 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 Landscape Architect. 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 twenty-four (24) months of issuance of the first 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 unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.7.6 Further to Section 3.7.5, of this Agreement, the Developer shall submit to the Development Officer, a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Agreement, prior to any securities being returned to the Developer.

3.8 Trail and Amenity Area

- 3.8.1 Prior to the issuance of a Development Permit for Building 2, the Developer shall provide to the Development Officer for review and acceptance by the HRM Parkland Planner, a detailed design of the trail system and amenity area on the Lands as generally shown on Schedules B and C.
- 3.8.2 The amenity area shall include the following features:
- (a) benches;
 - (b) picnic tables; and
 - (c) a centre piece such as interpretive panels, a monument or public art to celebrate the cultural significance of the Lands.
- 3.8.3 All plantings and landscaped features shall comply with Sections 3.7.2, 3.7.3 and 3.7.4 of this Agreement.
- 3.8.4 All trails shall be at least 1.5 metres (5 feet) wide and shall be constructed of a hard surface or crusher dust.
- 3.8.5 At the time of the issuance of the Occupancy Permit for Building 2, the Developer shall submit to the Development Officer, in consultation with the HRM Parkland Planner, verification that the development of the pathway/trail and amenity area has been completed.
- 3.8.6 Notwithstanding Subsection 3.8.5, where the weather and time of year does not allow the completion of the outstanding pathway/trail and amenity area works, the Developer shall supply a security deposit in the amount of 110 percent of the estimated cost to complete the works. The cost estimate is to be prepared by a Landscape Architect. 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 works within nine (9) months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the development of the pathway/trail and amenity area as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Signs

- 3.9.1 A ground sign or directional sign may be located near the western portion of the property as shown on Schedules B and C, and shall conform to the following requirements
- (a) The sign shall not be located closer than 3 metres (9.84 feet) from any property line, however, the specific location of such a sign is subject to approval by the Development Officer and Nova Scotia Transportation and Infrastructure Renewal;
 - (b) The maximum height of the sign shall not exceed 3.5 metres (11.48 feet) inclusive of support structures;
 - (c) The face area of the sign shall not exceed 3.25 square metres (35 square feet) per side;
 - (d) The supports and body of the sign shall be constructed of wood, stone or metal. Sign panels may be constructed of alternative materials; and
 - (e) Landscaping shall be provided at the base of the sign to enhance its visual appearance.
- 3.9.2 Fascia signage shall be located as shown on the elevations for each building as shown on Schedules D, E and F.
- 3.9.3 The Development Officer may permit modifications to the location and size of the fascia signs to provide flexibility in the leasing of the commercial spaces, subject to the following requirements:
- (a) No additional signage shall be permitted;
 - (b) The total area of all signage for the entire development shall not exceed 66.1 square metres (771.49 square feet); and
 - (c) No individual sign shall exceed 16.56 square metres (178.25 square feet).
- 3.9.4 All awnings, fascia signage and projecting signs shall be either non-illuminated or illuminated from the front (no back-lit signs shall be permitted).
- 3.9.5 Notwithstanding Section 3.9.4, Building 1 shall have one (1) fascia sign that is back-lit as denoted on Schedule D.
- 3.9.6 Sections 3.9.1 to 3.9.5 of this Agreement shall not apply to the existing Irving Station on the Lands, which will be subject to the signage requirements of the Land Use By-law for Planning Districts 1 & 3, as amended from time to time.

3.10 Well Construction

- 3.10.1 At the time of the issuance of the first Occupancy Permit, the Developer shall provide to the Development Officer a copy of the design of the well and approval from the Nova Scotia Environment.

- 3.10.2 The design of the well shall include a steel casing at a minimum depth of 12 metres (39.37 feet) with the placement of a PVC liner within the well column complete with a shale trap and bentonite grout.
- 3.10.3 Variations to the design of the well may be permitted, however, the Developer must provide verification from Nova Scotia Environment that the design will provide adequate protection from contamination.

3.11 Solid Waste Facilities

- 3.11.1 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 trail. Further, consideration shall be given to locating all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls or suitable landscaping.
- 3.11.2 Notwithstanding Section 3.11.1 of this Agreement, small waste receptacles are permitted throughout the development and are to be considered as part of the landscaping for the development.

3.12 Screening

Propane tanks, natural gas service hook-ups, and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from the public street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing, masonry walls or suitable landscaping.

3.13 Outdoor Lighting

Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways, shall be arranged so as to divert the light away from streets, adjacent lots and buildings and shall be of a full cut-off design.

3.14 Temporary Construction Structure

A temporary structure shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction of the development in accordance with this Agreement. The temporary structure shall be located no less than ten (10) feet from any watercourse buffer required by the Land Use By-law and shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.15 Maintenance

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

PART 4: STREETS AND SERVICES

4.1 Off-Site Disturbance

Prior to the issuance of a Development Permit, the Developer agrees to provide to the Development Officer a “Work Within Highway Right-of-Way Permit” approved by Nova Scotia Transportation and Infrastructure Renewal. 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 N.S. Transportation and Infrastructure Renewal.

4.2 On-Site Sewage Treatment

The Lands shall be serviced through a privately owned and operated on-site sewage disposal system and treatment facility. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality and NS Environment, a design for all private sewage disposal system(s). No Development Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by Nova Scotia Environment respecting the design, installation, construction of the on-site sewage system and treatment facility.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

5.1.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance 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 Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction;

- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer; and
- (d) Obtain a Top Soil Removal Permit in conformance with HRM By-Law 40 “A By-Law Respecting the Regulations and Controls of the Removal and Movement of Topsoil and Earth and the Alteration of the Grade of the Land”.

5.2 Stormwater Management System

- 5.2.1 The Developer agrees to construct, at their own expense, the Stormwater Management System for the development which conforms to the design submitted to the Development Officer and reviewed by the Nova Scotia Transportation and Infrastructure Renewal. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.
- 5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.
 - (a) Changes to the location of the landscaped areas which, in the opinion of the Development Officer, do not conform with Schedule C or Section 3.7 of this Agreement;
 - (b) Changes to the permitted exterior building materials as detailed in Section 3.5.2;
 - (c) Minor expansions to the commercial buildings, existing or proposed, not exceeding ten per cent of the gross floor area of the building;
 - (d) An increase to the size of the accessory building, to enclose the on-site sewage treatment facility as detailed in Section 3.4.7;

- (e) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

- 6.2.1 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 (3) 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 the issuance of a Construction Permit.

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

7.4.1 If the Developer fails to complete the development after five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or
- (c) Discharge this Agreement.

7.4.2 For the purpose of this section, completion of development shall mean the issuance of the first Occupancy Permit.

7.4.3 For the purpose of this section, Council may consider granting an extension of the completion 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 completion of development time period.

7.5 Discharge of Agreement

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 1 and 3, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

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

[INSERT PROPERTY OWNER]

Per: _____

Per: _____

HALIFAX REGIONAL MUNICIPALITY

Per: _____

Mayor

Per: _____

Municipal Clerk

KEY PLAN



LEGEND

Site Boundary

SITE SUMMARY:
 SITE AREA: 5.83 ACRES
 EXISTING ZONE: MIXED USE (MU-2)

FLOOR AREA	PARKING PROVIDED	RATIO
IRVING STATION 3,720 SF	---	---
BUILDING #1 12,488 SF	---	---
BUILDING #2 5,122 SF	---	---
BUILDING #3 4,400 SF	---	---
TOTAL 25,730 SF	133	5.1

NOTES:

- Site subject to detailed landscape design.

SOURCES:
 • 1/2" scale survey plan 'D09393500.dwg' dated December 4, 2009.

Designer: Hans Pfeil
 Planner: Greg Zwicker

VERSION: 140

**SCHEDULE B
 SITE PLAN
 TANTALLON, NOVA SCOTIA**



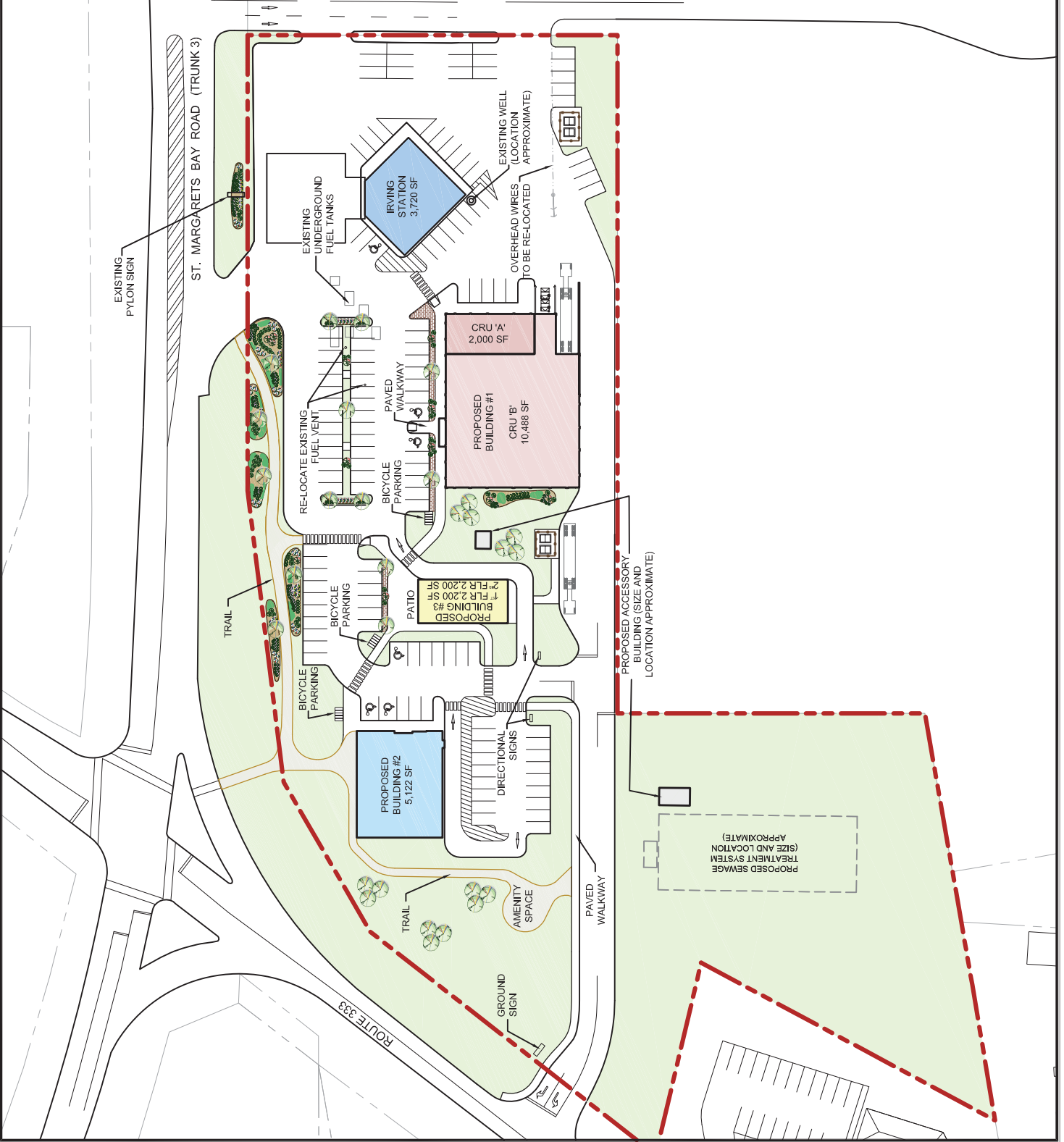
November 9, 2012 D09393-140

NORTH



GENIVAR

1 SPECTACLE LAKE DRIVE
 DARTMOUTH, NOVA SCOTIA
 CANADA, B3B 1X7
 PHONE: 902 293 855-1645
 WWW.GENIVAR.COM





NORTH

SCALE 1" = 100'

15' 0"

0 3 6 9 12 15

1" : 100'

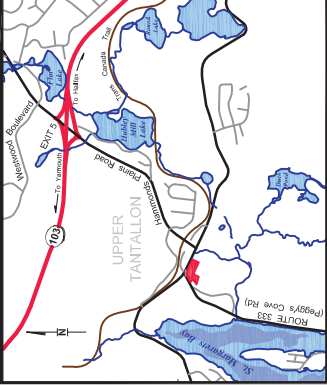
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 DARTMOUTH, NOVA SCOTIA
 CANADA B5B 1Y7
 TEL: 902.293.8541
 WWW.GENIVAR.COM
 November 9, 2012
 D00933-140

SCHEDULE C
PRELIMINARY
LANDSCAPE PLAN
 TANTALLON, NOVA SCOTIA

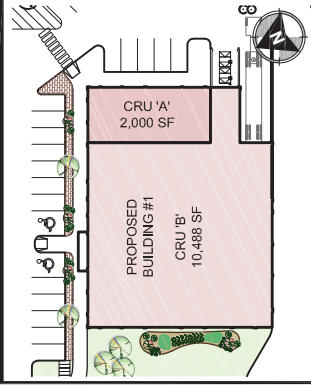
PLANTING LEGEND

PROPOSED DECIDUOUS TREE TYPICAL SIZE 60MM CAL V.B.	PROPOSED EVERGREEN SHRUBS TYPICAL SIZE 3 GAL 90CM	PROPOSED DECIDUOUS SHRUBS TYPICAL SIZE 3 GAL 90CM	PROPOSED ORNAMENTAL GRASSES TYPICAL SIZE 1 GAL	PROPOSED PERENNIAL PLANTING TYPICAL SIZE 1 GAL
GLENLEVEN LINDEN SUNBURST HONEYLOCUST RED MAPLE GREY BIRCH	DENSE YEW HICKS YEW HURD PINE SLOWMOUND MINT JULEP JUNIPER GOLDEN PRITZER JUNIPER	ANNABELLE HYDRANGEA LATE PANICLE HYDRANGEA FROBELLS SPIREA MAGIC CABRET SPIREA RED TWIGGED DOGWOOD	BLUE FESCUE FEATHER REED GRASS FOUNTAIN GRASS	RUDBECKIA SEDUM AUTUMN JOY HYPERICUM DAVILY

KEY PLAN



PROPOSED BUILDING FOOTPRINT



Designer: Hans Pfeil
Planner: Greg Zwicker

VERSION
104

BUILDING #1 & #2 - ELEVATION
TANTALLON, NOVA SCOTIA



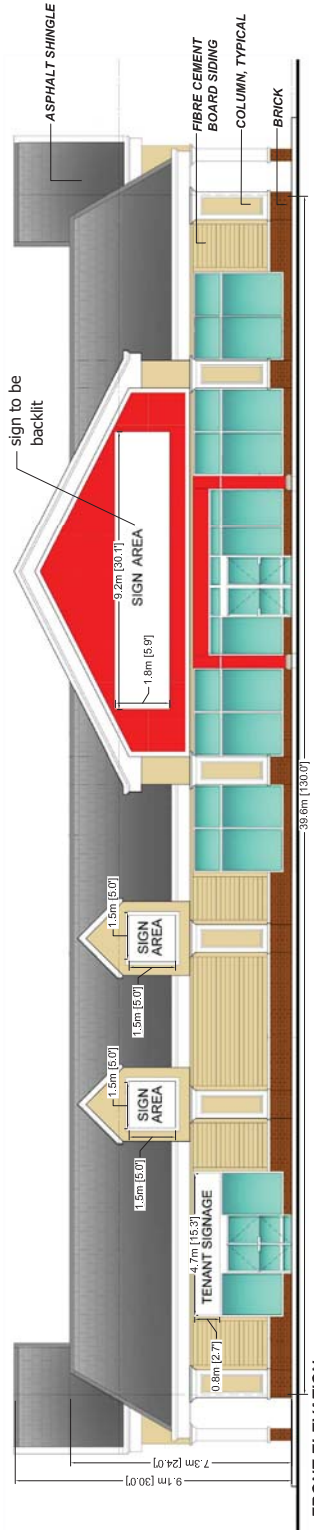
November 9, 2012

D083993-FACADE-104

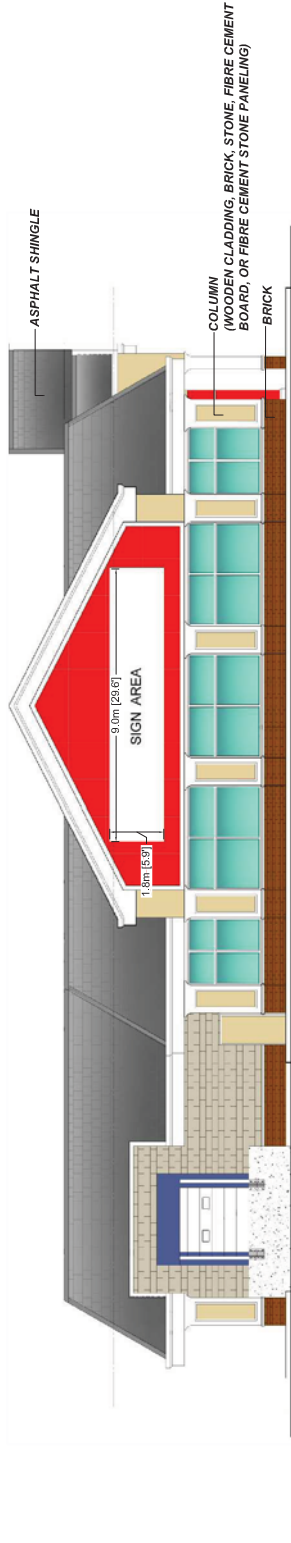


GENIVAR

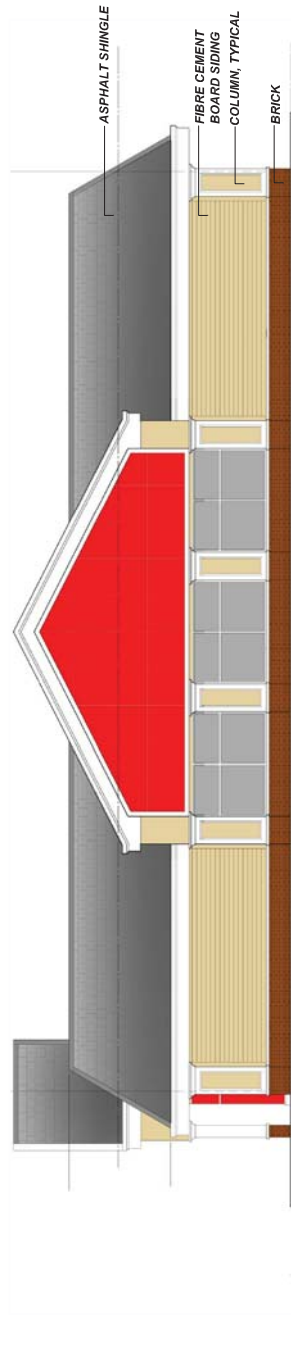
1 SPECTACLE LAKE DRIVE
DARTMOUTH, NOVA SCOTIA
CANADA, B3B 1X7
PHONE: 902 835-6655 - FAX: 902 835-1645
WWW.GENIVAR.COM



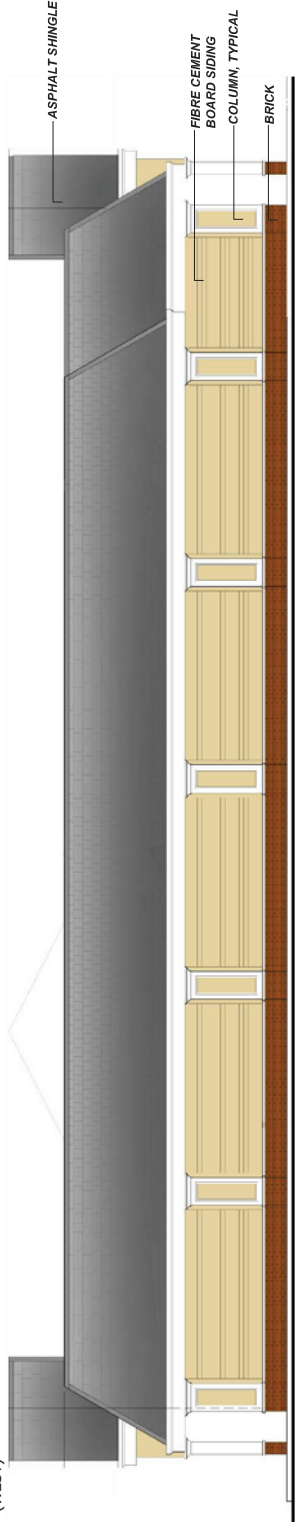
FRONT ELEVATION



SIDE ELEVATION (EAST)



SIDE ELEVATION (WEST)



REAR ELEVATION

KEY PLAN



PROPOSED BUILDING FOOTPRINT



Designer: Hans Pfeil
 Planner: Greg Zwieterk

VERSION
104

BUILDING #3 - ELEVATION
 TANTALLON, NOVA SCOTIA

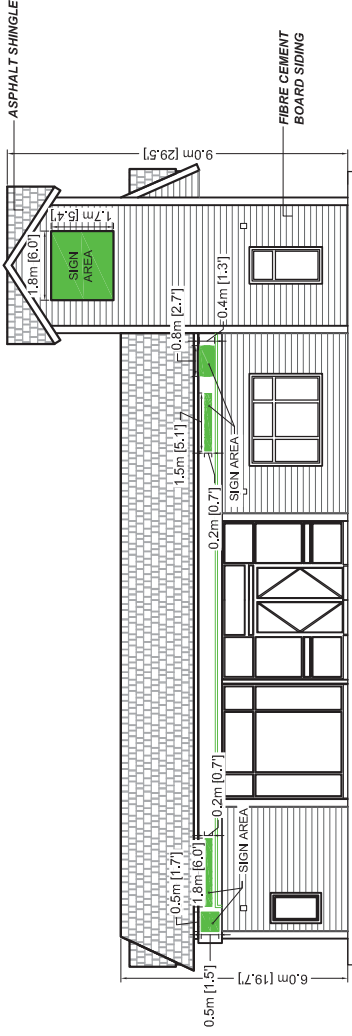


November 9, 2012
 D093993-FACADE-104

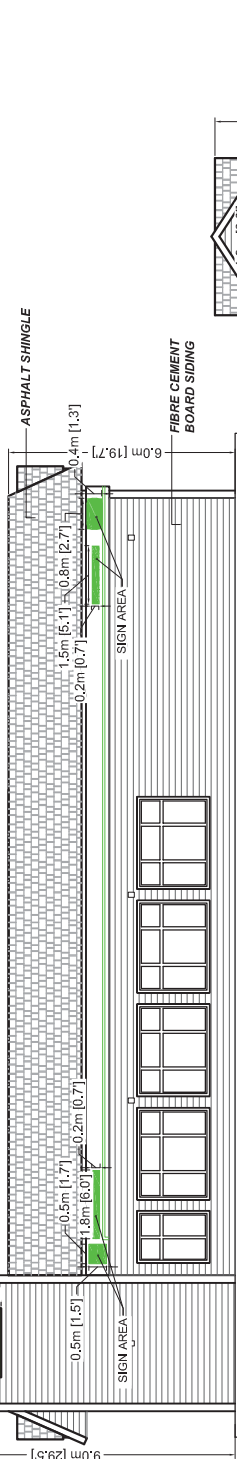


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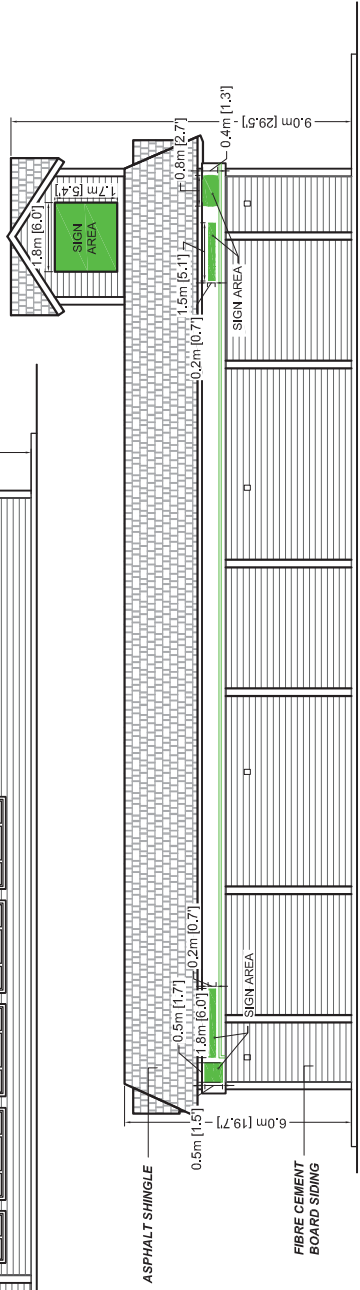
1 SPECTACLE LAKE DRIVE
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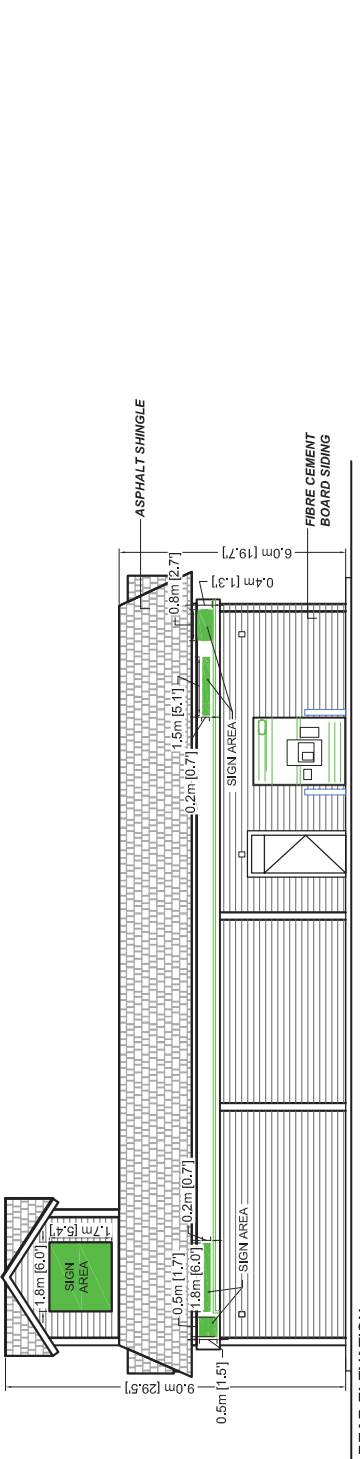
FRONT ELEVATION



SIDE ELEVATION (WEST)

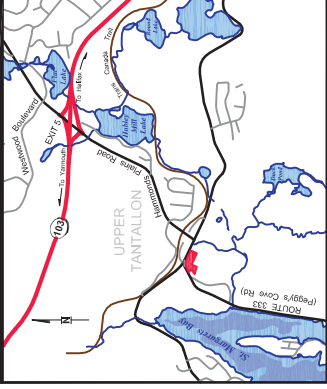


SIDE ELEVATION (SOUTH)

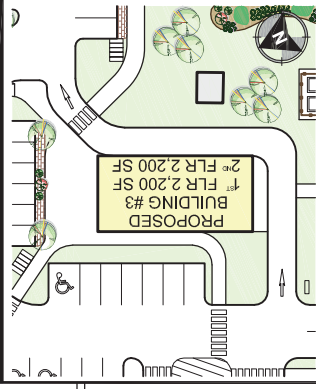


REAR ELEVATION

KEY PLAN



PROPOSED BUILDING FOOTPRINT



Designer: Hans Pfeil
Planner: Greg Zwickler

VERSION
104

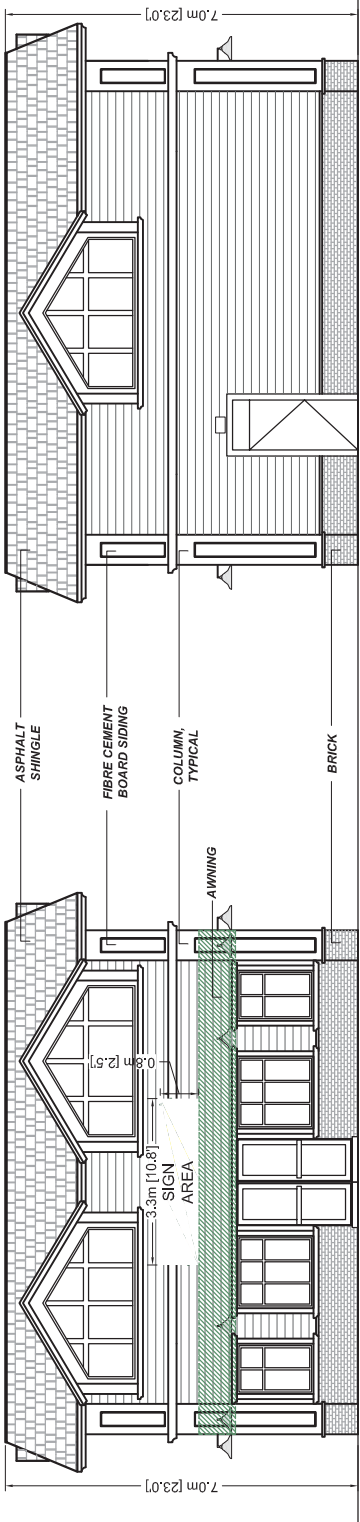
BUILDING #4 - ELEVATION
TANTALLON, NOVA SCOTIA



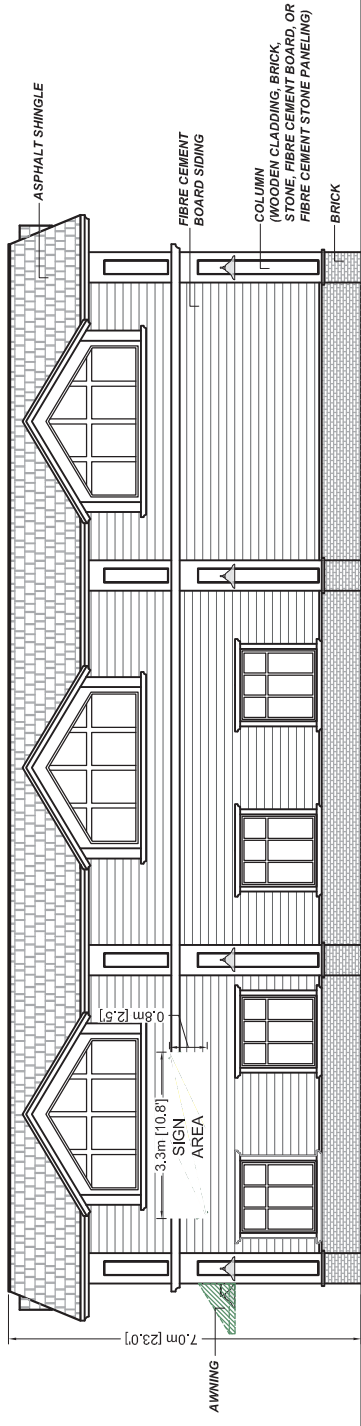
November 9, 2012
D093935-FACADE-104



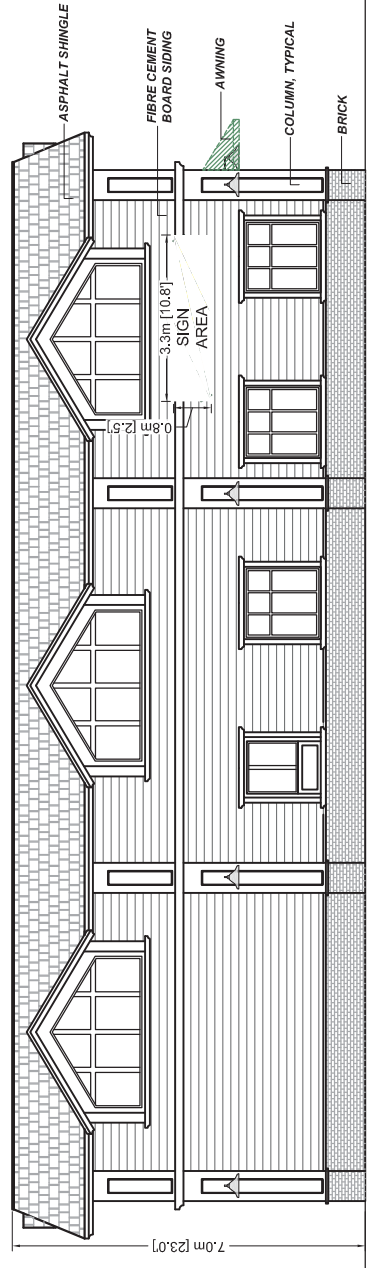
GENIVAR
1 SPECTACLE LAKE DRIVE
DARTMOUTH, NOVA SCOTIA
CANADA, B3B 1X7
PHONE: 902 835-6655 - FAX: 902 835-1645
WWW.GENIVAR.COM



REAR ELEVATION



SIDE ELEVATION (EAST)



SIDE ELEVATION (WEST)

Case 17362
Attachment B – Policy Review
Excerpt from the MPS for Planning Districts 1 and 3

In the ten-year period from 1996 to 2006 the area around Highway 103 at Exit 5 including Upper Tantallon, has seen a 54% increase in population and is designated as a growth centre in the Regional Plan. The population growth coupled with public investment in community facilities, educational institutions, and public highways has created commercial development pressures in this community. Residents have expressed concern with the “by-right” commercial growth that is occurring. Residents desire future commercial development, especially large format, to be planned in a comprehensive manner, and remain in the growth centre rather than spreading out along the Bay. Furthermore, there is a need to balance this growth with the traditional character of the built form in St. Margarets Bay.

The traditional building style, character and scale of development in the area is typified by simple wood frame homes and fishing industry buildings with gabled and pitched roofs and wood shingle siding. Large format commercial and industrial buildings are typically designed with large blank walls without articulation and which do not reinforce the traditional character of the built form in St. Margarets Bay. As such, new commercial and industrial developments and expansions greater than 697 square metres (7,500 square feet) gross floor area on any one lot, may only proceed through the development agreement process.

Policy Criteria	Staff Comment
<p>MU-16(A) Notwithstanding Policy MU-2, within the Mixed Use “A” and “B” Designations, Council shall only consider new commercial and industrial developments or expansions to existing uses resulting in a combined gross floor area greater than 697 square metres (7500 square feet) on any one lot according to the development agreement provisions of the Municipal Government Act. In considering such development agreements, Council shall have regard to the following:</p>	
<p>(a) the architectural design of building(s) that reinforce the style, character and scale of the area’s traditional built form;</p>	<p>Building 1</p> <ul style="list-style-type: none"> - Fibre cement broad siding is provided to provide the impression of wood siding. - Asphalt shingles are proposed which is consistent with the traditional character of the area. - Columns are incorporated into the design of the building to break up the building width.

Policy Criteria	Staff Comment
	<ul style="list-style-type: none"> - The roof is pitched and dormers are provided. <p>Building 2</p> <ul style="list-style-type: none"> - Fibre cement broad siding is provided to give the impression of wood siding. - Asphalt shingles are proposed which is consistent with the traditional character of the area. - Roof is sloped - Columns and dormers are incorporated into the design of the building to break up the building width. <p>Building 3</p> <ul style="list-style-type: none"> - Fibre cement broad siding is provided to provide the impression of wood siding. - Asphalt shingles are proposed which is consistent with the traditional character of the area. - Roof is sloped - Columns and dormers are incorporated into the design of the building to break up the building width.
(b) building height, massing, and scale	<p>All of the buildings are below 10.7 meters (35 feet) which is consistent with the requirements of the Land Use By-law.</p> <p>Buildings 2 and 3, respectively, have a gross floor area of less than 679 square meters (7,500 square feet) which is consistent with the requirements of the Land Use By-law.</p> <p>Building 1 is larger than the permitted gross floor area of the Land Use By-law, however the design of the building includes features to help break up the mass of the building such as windows, dormers and columns. The building is also to be occupied by two tenants which will further break up the size of the building.</p>
(c) adequate separation distances from residential uses;	<p>The nearest residential building is approximately 85 meters (278.87 feet) from the nearest commercial building. This distance is larger than</p>

Policy Criteria	Staff Comment
	<p>what would be required by the Land Use By-law and is considered to be adequate.</p>
<p>(d) controls on signage that reinforce the rural character of the area;</p>	<p>The proposed development agreement permits one ground sign to be constructed, which is shorter than ground signs permitted by the Land Use By-law, but with a larger sign face area. The ground sign is further required to be constructed natural materials.</p> <p>The proposed agreement also includes limits on fascia signs and requires the majority of fascia signs to be front lit. One sign is permitted to be back lit, however the lighting is only limited to the text of the sign.</p>
<p>(e) site illumination to reduce, where possible, the unnecessary illumination of surrounding properties including reasonable limitations on the hours of illumination;</p>	<p>The proposed agreement requires all lighting to be of the full cut-off design.</p> <p>Due to the large distance from neighbouring properties, no limits on the hours of illumination have been set out in the proposed agreement.</p>
<p>(f) the retention of significant features such as any significant wildlife habitat, important scenic vistas, historic buildings, cultural landscapes, mature forest, and other elements that typify the rural character of the area;</p>	<p>Area is known as the “Gateway to Peggys Cove”. Applicant has agreed to provide an amenity area to highlight the importance of the site.</p>
<p>(g) landscaping features which may be designed to enhance the visual amenity of the building or to mitigate visual impacts;</p>	<p>The proposed agreement requires landscaping to be included throughout the parking area to enhance the visual appearance of the parking lot.</p> <p>A preliminary Landscape Plan has been included as a schedule to the proposed agreement.</p>
<p>(h) the provision of public access to traditional trails, recreation or parkland areas and lake or coastal frontages;</p>	<p>There are no parkland areas, trails or coastal frontage adjacent to the site.</p> <p>The proposed agreement does require a pedestrian trail along the front of the site that has the potential to connect with other pedestrian trails on neighbouring properties that may be potentially developed in the future.</p>

Policy Criteria	Staff Comment
(i) the general maintenance of the development; and	The proposed development is to be retained under a single ownership. The proposed agreement requires the Developer or Land Owner to maintain the general area of the development through keeping the buildings and amenity areas in general good repair and through highlighting the Developer's responsibility to control litter on the site and control snow and ice removal during the winter.
(j) any other matter relating to the impact of the development upon surrounding uses or upon the general community, and the provisions of policy IM-9. (RC - February 24, 2009; E -April 25, 2009)	Case 16424 is a Regional Planning project to establish new land use policies and zoning for the area known as the Cross Roads. Although this project is nearing its completion, when reviewing this application for the development of 5210 St. Margarets Bay Road, staff has based our recommendation on the existing policies that have been approved by Council.
IM-9 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this 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;	The proposal meets the intent of the MPS. The proposed agreement requires conformity with 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 on-site sewerage and water services;	There are no costs to the Municipality. The developer is responsible for all costs associated with the proposed development. See Budget Implications section of staff report. A Level II Groundwater Assessment was completed as part of this application and it was determined that there is sufficient groundwater to support the proposed development. The proposed agreement includes provisions that require measures be taken to ensure the well water is not contaminated.

Policy Criteria	Staff Comment
<p>(iii) the adequacy or proximity of school, recreation or other community facilities;</p> <p>(iv) the adequacy of road networks leading or adjacent to or within the development; and</p> <p>(v) the potential for damage to destruction of designated historic buildings and sites.</p>	<p>The developer must receive approval from Nova Scotia Environment for an on-site septic system before any development permits can be issued from the Municipality.</p> <p>The proposed development is commercial in nature and will have no impacts on schools, recreation or other community facilities.</p> <p>A traffic impact study was completed and reviewed by Nova Scotia Transportation and Infrastructure Renewal (NSTIR) as part of this application. The review from NSTIR has required that the merge section connecting Highway 333 to St. Margarets Bay Road be realigned. Provisions have been included in the proposed agreement, requiring that this be completed prior to an Occupancy Permit being issued for any of the proposed buildings.</p> <p>There are no designated historic buildings and sites abutting or adjacent to the subject properties.</p>
<p>(c) that in development agreement controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <ul style="list-style-type: none"> (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; (v) signs; and (vi) any other relevant matter of planning concern. 	<p>The land uses which are abutting or adjacent to the subject properties are commercial in nature. The proposed agreement limits the type of uses to commercial and places requirements on the size of buildings, signage, lighting, landscaping, parking and circulation, screening and solid waste facilities.</p>
<p>(d) that the proposed site is suitable with respect to the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and</p>	<p>The proposed site is considered suitable.</p>

Policy Criteria	Staff Comment
(e) any other relevant matter of planning concern.	
(f) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy p-79F”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS. (RC-July 2,2002 / E-17 August 2002)	N/A

Case 17362
Attachment C
Minutes from the Public Information Meeting

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE # 17362

7:00 p.m.
Thursday, April 12, 2012
Hubley Community Center

IN ATTENDANCE: Jillian MacLellan, Planner, HRM Planning Services
Alden Thurston, Planning Technician, HRM Planning Services
Sharlene Seaman, Planning Controller, HRM Planning Services
Applicant, Greg Zwicker, GENIVAR
Councillor Peter Lund
Councillor Reg Rankin

PUBLIC IN ATTENDANCE: Approximately 102

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

1. Opening remarks/Introductions/Purpose of meeting – Jillian MacLellan

Jillian MacLellan opened the meeting by introducing herself as a planner for the Western Region with Halifax Regional Municipality (HRM). She introduced the applicant, HRM staff and the Councillors present. She welcomed everyone and thanked them for coming.

2. Overview of planning process/Presentation of Proposal - Jillian MacLellan

Ms. MacLellan stated that the reason for the meeting was to review Case # 17362: An application to enter into a development agreement for the property at 5210 St. Margarets Bay Road.

She stated that the purpose for the Public Information Meeting was to identify the scope of the proposal. She would be looking to receive feedback on any issues and concerns that are brought forward. She noted that no decisions had been made on the application and no decisions would be made at this meeting. She advised there would be other opportunities to give feedback. Anyone is welcome to contact her throughout the application process. There will be a public hearing prior to any decision on the case, where the public could give comment.

Ms. MacLellan noted that the applicant, Genivar, was proposing a development agreement for a 2,390.4 square metre commercial development. The Land Use By-law requires that any commercial development, exceeding 697 square feet, to go through the development agreement process.

She explained that a development agreement is like a contract between the property owner and the Municipality concerning land use.

Ms. MacLellan showed a view of the site at 5210 St. Margarets Bay Road. There are commercial properties that surround the subject property, such as, the Atlantic Superstore and Canadian Tire. There are also residential properties nearby. The property is within Planning Districts 1 & 3 (St. Margarets Bay planning area. The property is zoned as a Mixed Use (MU-2) Zone and it is within a Mixed Use B Designation within the Municipal Planning Strategy.

She stated that the applicant is looking to develop 3 commercial buildings in addition to the existing Irving gas station. She provided the details on the development. One will be 12,488 square feet. The second will be 5,122 square feet. The third will be 4,400 square feet and have two levels of 2,200 each. Including the existing gas station (3,720 square feet) the total will be 25,730 square feet. It will have landscaping to break up parking and pedestrian trails. She stressed that the plans shown are subject to change depending on comments and HRM requirements. Ms. MacLellan also showed elevations for each of the proposed buildings and explained the applicant would provide more detail in his presentation.

She stated that staff is currently reviewing the application under policy MU-16A of the Municipal Planning Strategy. Staff and Council must consider various aspects under this policy including whether or not the Building Design is in a traditional form, whether or not they reinforce existing style and character, if the height and massing are appropriate, how the signage fits in with the overall area, separation distances from residential areas and if they are appropriate for the area, what sort of controls on lighting to reduce illumination, how the Landscaping enhances the visual amenity of the area and the impact to the surrounding community.

She stated that HRM is currently undergoing a planning process for the area, which was initiated by Council on September 21, 2010. The application is looking at creating new land use policies and new zoning for the Upper Tantallon Crossroads area, which would include the subject property. This application is still in the planning process and is not to be considered when reviewing current applications.

Ms. MacLellan turned the floor over to Greg Zwicker to give his presentation of their proposal.

3. Presentation of Proposal – Greg Zwicker

Greg Zwicker introduced himself, as a planner with Genivar and his client, Cobalt Properties. He advised that they have made some changes to the project and would clarify those changes in his presentation. He advised that last year they completed a site analysis, a site visit, looked into water quantity and did an environmental site assessment to prepare the information for the application. That resulted in a site plan. They had an open house in November of 2011. This was a Cobalt initiative to get feedback from the community. They met with various departments for review. They received lots of comments and did their revisions from there.

Mr. Zwicker showed the old plan and the revised new plan. They were asked to not make the development look like a strip mall, get more parking, have more pedestrian parking, have more landscaping, to have more bike racks and to have a community square. They scrapped the old plan and revised it so those provisions were included. He also heard at the open house that the buildings should not have vinyl siding, they should remove roof gables, have better lighting, and use native trees and better landscape between the buildings. They looked into site servicing, such as, storm water controls, water quantity and water quality. They also looked into the traffic issues.

He showed the revised plan, noting that the buildings are in the same place as the old plan. They have broken up the parking lot, added landscaping and trees to give it a better community feel. There is a Nova Scotia Power easement that prevents them from getting too close to the road. He feels that this breaks up the parking lot and the site overall. Parking is 30 percent less on the site than it was on the previous plan. This is as low as they could go and still get commercial clients that will take the site. They moved the drive-thru to the rear so the visual impact is hidden behind the building. They moved the buildings a bit to give it a better look. They added a common seating area with outside patios. He feels that they did meet a lot of the concerns from the public and the various other departments.

He showed what the overall view would look like after it was constructed. The buildings are now different looking but have enough similarity with the materials to make it more consistent. He gave more detailed information as to what might go in each building. He advised that the trail came as a request from the community and they would like to see it continue around the area but it would have to pass through a Department Of Transportation and the Province is not keen on having the trail there. He noted that there is still some work to do on the trail.

He gave an aerial view to give the public a better view of the layout. He gave other views showing the removal of the gables from the roof. They are redesigning the 30 foot building so it will actually be 21 feet. He noted that there is more landscaping between the trail and the parking lot. They have also added some crosswalks and sidewalks to break up the parking lot. This allows pedestrian connectivity through the site.

Mr. Zwicker stated that since the open house they have made changes with the standard layout. There is a 28 percent reduction from the stalls they had before to the stalls they have now. The general landscaping throughout the site has been upped quite a bit from the first proposal. They also changed the building colors to fit into the community but noted that they are still flexible with that.

He advised that they have also done work on the engineering side. The storm water management system has been added. They have done extra work on the sediment control plan to give more protection to run-off water. He showed the sedimentation control plan, noting that they added a rumble strip for big trucks coming in and out of the site. This ensures that additional mud will not be dragged out into the road. They are putting in a sedimentation control fence around the whole development, excluding the top of the hill. They are going to build a farm-type fence, with extra thick posts. It will be installed and left there for the entire construction period. It will be a proper fence with real poles. It is better than the traditional approach. There will be two temporary ponds put in place to deal with any wash off from construction.

He stated that the well has been tested for quality and quantity. It does meet the guidelines according to the engineers. Wastewater and sewer will be gathered from all three and pumped up to a treatment system at the back of the development. A contour system does not work for this type of development. They can treat it to a higher quality but putting in this treatment facility.

Mr. Zwicker stated that one of the HRM requirements is that they have to match the pre and post flow. They have to meet these requirements by using catch basins and an underground infiltration chamber. This will be buried in the parking lot. He gave a more detailed explanation of the system. He advised that the traffic impact assessment had been done and has been submitted, reviewed and Okayed by the necessary departments. Any signs that go on the property need to be at least 5 metres back to meet the transportation requirements. He noted that a high traffic coffee shop cannot go on the site until another traffic study is completed.

He stated that they are still trying to balance community input, viability and client interest on the site. They also have to meet the requirements of the various departments involved. He feels that the new site plan is a reasonable decision. The land owner will maintain ownership of the property and additional employment will be created. The quality of the project will determine the success. It will be a high quality project that will be committed to cleanliness and quality.

He advised that it is not a big box store and they feel like they have come a long way from what historically was happening in the area. They believe this is a strong development for that corner.

Jillian MacLellan advised that they were at the beginning stages of the application and hopes to get feedback from the public concerning the project. After the public information meeting, staff will undertake a review and meet with the applicant regarding any changes that need to be made to the application. Staff will draft a development agreement and a report providing a recommendation to Western Region Community Council. Council will hold a public hearing to hear any other public comment prior to making a decision. After the decision has been made there is a two week appeal period.

Ms. MacLellan gave the ground rules and opened the floor for questions and comments.

5. Questions/Comments

Geoff Leboutilier, Glen Haven, feels that this is a mindless development. There is a small mall west of the site that is quite empty. The Fares Mall is quite vacant. There is the new Ingramport connector will divert a large quantity of traffic out of the area. The “quality” tenants are probably from large corporations that rely on culture. He feels that it would be a smart move on Cobalt’s behalf to foster a community centre, not an auto mobile centre. He feels that that land is considered the gateway to Peggy’s Cove. He feels that this could be a very important place for the community. He feels that this is a missed cultural, community and commercial opportunity. He cannot perceive that there were many changes from the old plan. He would like for everyone to realize the potential of the Village.

Earl Cassidy, Tantallon, stated that there is a concern for seniors housing in the area. There is a problem as to where, how and at what cost this service can be provided. He feels that there is a good opportunity to do that at this location as studies show seniors housing would be good next to or in a shopping centre. This gives easy access to facilities and parking. He likes the idea of

having seniors housing on the second floor of a commercial building. Another suggestion is to put a kiosk market at the centre of the shopping centre for people to display goods and items. This would attract more people. He provided a sketch of a plan that he believes would be a better option.

Leon Kentridge, Glen Haven, feels that this development is not appropriate to the conceptual design of the area. He was involved in the initial concept, which was handed over to the planning department. He feels that the plan shows no relationship to anything SMBSA (St. Margarets Bay Stewardship Association) was after, other than pedestrian walkways. He is astounded to here that the Department of Transportation had no problem with having 9 access points to 333, within 200 feet of the intersection. He feels that the internal design is pitiable. He noted that the driveway doesn't meet the standards. The turning radius does not meet the minimum template requirements. He would trust that the engineers would see this. He feels that there are problems with the internal layout and the buildings. He is interested to hear that the Department of Transportation is not approving a Tim Horton's because the zoning for the property doesn't work that way. He feels that a first class tenant would not even consider going to the side of this development as it has such poor access.

Jillian MacLellan advised that there is more flexibility with a development agreement as it can speak to what type of uses can and cannot be permitted on the site. The exclusion of a coffee shop could be included in the development agreement.

Phil Varey, Seabright, believes that the development agreement should have community representation, such as SMBSA or another community group. He suggests that the buildings be moved down the street where there are empty lots and no stores. He doesn't think they should be promoting a drive-thru at all. The visual representation from the road is bad because of the parking lot. There is no small town feeling to the development. It looks more like the Canadian Tire site. He feels that this would add a lot of traffic and the turning radius will make it difficult to turn into and out of the site. He feels that it is a dangerous situation.

He does not feel that the development contributes to the area. He would rather see home sized businesses. There are already two drug stores in the area and they don't need a third. There are already two coffee houses and they do not need another. He feels that the development would be adding more properties for the sake of the development. This development would be adding more fuel to a smoldering fire.

David Wimberly, St. Margarets Bay, was a part of a group that met to envision development in the area. They are looking to brighten the community's future, rather than turning it into a shopping strip. The development is completely opposite of what the vision is. The area already has more businesses than it can support. If the price of gas gets higher, people will stop moving to the area and people may even move from the area. It doesn't make financial sense to build this. It makes more sense to build a community centre. This is what is wanted. Seniors housing would also be wonderful.

He noted that there are lots of accidents in the area due to the road network. He feels that the speed needs to be controlled, rather than adding more traffic to the problem. He noted that he will lobby against this development and if the application gets approved, it would have been approved over the objections of the residents. He would like to see the developer work with the public

process instead of trying to amend them. He feels that there will be animosity if this development goes on the site. It will show that they didn't listen to the community.

Jeani Mustain, St. Margarets Bay, agrees with all comments brought forth from the public and wanted to add that the community is blessed with the Rail to Trails. This is important to the community. A proposed bike path should be included on or off the main road.

Heather Perks, Highland Park, asked why the developer feels that there is a need for more retail shopping. There are multiple businesses have already gone out of business in the area. Bayer's Lake, Bedford and Sackville are accessible. This should have connector paths and should be more community orientated. The Canadian Tire looks sterile and bleak. This is not a good look for the area.

Trudy Richards, St. Margarets Bay, stated that she does not want this development in the community. She feels that the developer is taking advantage of a business opportunity which is consumption driven. She moved to the area to get away from that. She does not want to be confronted with places of purchase but rather an area with trees and open spaces are valued. She is not ready to spend out of her wallet at every turn. Tourists are attracted to the area for other reasons and this is not an attraction. It can be seen anywhere. She asked if it was optimum, if City Hall states that 7,500 square metres is acceptable for a building.

Ms. MacLellan advised that 7,500 square feet is the intent. Anything over 7,500 square feet may be achieved but would have to go through a consultation process.

Ms. Richards feels that going from 7,500 to 25,000 is a huge leap. She doesn't understand how it is even being considered. She feels that it is obscene.

Barry Zwicker, Still Water Lake, welcomes development in the area as he has been in the area for a very long time. He remembers going into Halifax to buy bread because the area did not have shops. He disagrees with most comments heard so far. He is happy to see that people are developing the area. He likes the Canadian Tire and is happy that he doesn't have to drive elsewhere to shop. This is a great opportunity for employment. He believes that changes from the developer are good and he supports future development.

Larry Horwitz, Hackett's Cove, understands that Peggy's Cove is the most frequently visited tourist sight in Atlantic Canada. He feels that tourists are not coming to see what they can see elsewhere. He is concerned about the sea of parking, buildings and commercial enterprises. He feels that the concern goes beyond the community when it comes to preserving the area. Tourism is a major source of income for Nova Scotia. More development gives fewer reasons to travel to the area. He asked how a development agreement would change the development.

Ms. MacLellan advised that if there is an overall feeling concerning the development, it can be placed in the development agreement. If the development did not have to go through a process and was as-of-right, the public would not get to give input that would be considered.

Heather Cochrane, Glen Haven, stated that this is a great opportunity to incorporate senior's rental housing, within the development and should be considered strongly. There are no rental accommodations within the community. This prohibits people from living and working in the

area. Home care is hard to get as sometime it is hard for people to travel. If housing could be included people could walk to services and amenities. Seniors should be accessible within their own community. She would like to see wheelchair accessibility on the pathways as well.

Sheila Keating, St. Margarets Bay, expressed concern towards the fact that the proposal is not getting reviewed under the future planning application. She attended many of the visioning sessions and feels that the site is located on a critical corner of the community. This may set precedence for other future developments. The community would like to have time to give input on the vision for the area. They want to move forward with a sense of a village and a coastal community which the residents share. She does not want the proposal to be based on existing criteria. She is in favor of viable development within the community but feels that there is so much more that could be done with the site, including a mixed use development, moving the buildings closer to the street and hiding the parking out back.

Chris Dianovich, a retail tenant, is not a resident of the community but it motivated to try and be a bigger presence in the community. Shoppers Drug Mart has, in most areas, have tried to increase the size of their stores. He feels that 17,000 square feet is too big and recognized that the business owners and the community want to keep the community from becoming like stores within the Halifax area. He feels that the design is reflecting of the aspects of the vision and they have tried to accommodate the community interest, in respect to the zone. Through Cobalt, this business has tried to design a business that is complimentary to the architecture to the area. He feels that they did achieve that. He does not want to see the big box store design but would like to expand in size.

Ara Demader, Tantallon, is an associate owner of Shopper's Drug Mart in Tantallon. She stated that their customers have responded with an overwhelming response to have a bigger store. The reason they want this is because the existing store does not have the space to meet the needs of the customer demand. They cannot carry products that other Shopper's carry and they cannot meet the needs of the flyer. Accessibility to the store is hard because of the set up. Shopper's strives for convenience and they would like to improve the accessibility. They would like to offer their customers some of the services, amenities and convenience that their competitors provide. They are looking to improve and they will be able to do so with a bigger store.

Diane Crockard, Seabright, thinks the community does not need to worry about the Shopper's Drug Mart as they are not new to the community and are using an existing spot. She asked why they are not expanding at their present site instead of moving to a new site. She feels that the community needs spots for seniors that are accessible. She would like to see this incorporated. There is a lot of retail space that is empty and underdeveloped already. She feels that the development is the wrong use for the property.

Glen Reid, Hammonds Plains, moved to and will be retiring in the area because they quite enjoy it. He is not opposed to the development and feels that the developer has gone out of their way to address all the demands of the community. He sees no comparison between the proposed and the Canadian Tire site. He believes that he project fits into the area and is happy that employment will increase in the area. He feels that some of the concerns are not valid and is happy with the idea.

Stewart Hayne, St. Margarets Bay, is not in favor of the development but feels that this is a significant improvement compared to the last meeting he sat in on. He feels that the architecture is more please and it is more traditional, with a modern touch. The color pallet and the arrangement of the building are nicer. He still thinks there is room for improvement and noted that he does not want to see any Drive-thru's on the site.

Shelley Webb, Hackett's Cove, feels that more work should be done on the developers behalf to create a development that reflects the needs and the wishes of the community. Not all of the services suggested are needed, especially a drive-thru, bank or drug store. This is the gateway to Peggy's Cove, which is a gem within the tourism industry for Atlantic Canada. There should be respect given to that component of the area. St. Margarets Bay is one of the most desirable places to live on the planet. She asks the developer to meet with the community to speak to their needs. She likes the idea of seniors housing. She stated that while it may be legally possible to approve this development, under the existing policy's, it would be ethically and morally wrong for HRM to give approval.

Bob Cerrelli, St. Margarets Bay, feels that this development opportunity is a big opportunity for Cobalt. It is clear that they are receiving a significant push back from a well-organized community, when it comes to deciding what the future could look like. He feels that Cobalt is probably used to the same old style and this gives them an opportunity to listen to the community and think outside the box. This may be a risk but it is what the community wants. This would be rewarded with respect and loyalty. He feels that this should be looked at as a challenge for them.

Ross Moore, St. Margarets Bay, feels that Cobalt did make an effort to try and give back to the community, esthetically. The old plan was less appealing than the new plan. Commercial liability needs to be left to the investors. He feels that people should not dictate that a senior's complex should go on the site because it is not their land. It is a good idea but the developer should not feel responsible to do so. He is in favor of the project and would like it to move forward.

Bev Sweetman, Halifax, is a commercial leasing broker. She is working with a tenant that is interested in this project. She feels that Cobalt is an excellent landlord. They are not like other developers who do not look after their projects.

Fred Connors, St. Margarets Bay, noted that as a tourist, more and more people in the Maritimes are flocking to the coast of Maine and Massachusetts because of the unique character of the villages and the coastline that is being preserved there. He values the feel that the unique villages, on the coast, offer Nova Scotia. They make people want to come here. In looking at the development, he feels that the development would look more at home closer to exit 5 instead of the entry into route 333 as that is the route that takes people to one of the most beautiful coastal areas.

Councillor Lund asked if safety was considered when it comes to the drive-thru and if all departments had reviewed the issue. He asked if the stormwater issue has been corrected when it comes to the direction of where it would lead.

Greg Zwicker advised that the high point of the site, existing and proposed, is located in an area that will flow in a direction that will not have an impact. It will continue to flow as it does now.

Red Swaine, Boutiliers Point, advised that his family came to Nova Scotia at a time when they did not have to sit in a meeting to discuss what colour and how big a development was going to be. He feels that these meetings should be stopped and the community look should be defined. He would like to see standards set and developers stay within those standards rather than letting developers change the rules. Some people in the community complained about the Canadian Tire but it does appear to be reasonably successful. Individually, community members have the right to wait until something is proposed and then force developers to go to great expense to try and meet the complaints. The community has a responsibility as to what the community looks like and then force people to meet that. The city has a plan for this community as a hub. This developer is trying to take some surplus property and do something with it. He feels that the community should stop complaining and try to fit into the province of Nova Scotia.

Gary Ruttenburg, St. Margarets Bay, agrees that he should be able to say what he wants and feels in this community. HRM should adopt or ignore the community. The community has spoken.

John Kedy, St. Margarets Bay, stated that he is a tax payer and is concerned with the residential issues in the area. He has concerns about sewer and water. He doesn't care about Shoppers and supports local companies. He is proud of being from Tantallon. He stated that you cannot stop progress.

Pam Donahue, St. Margarets Bay, has been a resident for 30 years and has served the community as a local pharmacist for 24 years. She is concerned about the people who she has served for 24 years who were not able to be at the meeting. She is speaking on their behalf. They are in favor of this development.

Jeani Mustain asked why the developer would not do as the community wanted them to do. She feels that the development could be beautiful.

Eileen Cody, Glen Haven, believes that this corner is critical in the coastal corridor. She has a vision that it is the beacon of the bay. She feels that this is a golden opportunity for the developer to make this corner the absolute beacon of the bay. This would welcome people and give a statement as to who the people are. She encourages a more culturally creative development that speaks to the bay.

Ella MacQuinn, St. Margarets Bay, has been involved in this process for about four years now. She noted that the developer has put in time and have come a long way since the beginning. She feels that the new regulations are probably inked but not yet signed. She encourages the new policy to be used as a guideline to move forward. Services are needed and there is a way to move forward.

Gordon Earl, Still Water Lake, stated that the community should decide what is going to be there. They have provided guideline and now there is an ownership on HRM to respect that and to work within those confines. Developers should also recognize that as well. The project should be designed as what the community wants and that should move forward in that way. He is concerned as standards are set but they are able to be changed. He noted there is controversy in other areas of Halifax. The rules should be maintained and supported. There is too much flexibility. He feels that the community should be in charge of the process, in defining the overall

goal for itself and then the city administrators should work within those confines. If there is a need for change, it should go back to the community to decide the changes.

6. Closing comments

Ms. MacLellan thanked everyone for coming and provided his contact information.

7. Adjournment

The meeting adjourned at approximately 9:00 p.m.