



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

**Item No. 8.1.2**  
**Halifax and West Community Council**  
**May 6, 2014**  
**June 4, 2014**

**TO:** Chair and Members of Halifax and West Community Council  
Original Signed

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

**DATE:** April 21, 2014

**SUBJECT:** Case 18107: Development Agreement, Prospect Road, Goodwood

**ORIGIN**

Application by WSP Canada Inc.

**LEGISLATIVE AUTHORITY**

*HRM Charter*, Part VIII, Planning & Development

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Move Notice of Motion to consider the proposed development agreement, as contained in Attachment A of this report, to permit a service station and commercial uses on vacant lands immediately south of 1300 Prospect Road in Goodwood and schedule a public hearing;
2. Approve the proposed development agreement, presented as Attachment A of this report; and
3. Require the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

An application has been submitted by WSP Canada Inc., on behalf of the property owner (a numbered Nova Scotia company), to enable the development of two commercial buildings on a vacant property located immediately south of 1300 Prospect Road. As the proposal is not enabled through the existing zoning, the applicant has applied for a development agreement as provided for under the Municipal Planning Strategy for Planning District 4.

### **Location and Surrounding Area**

The subject property is:

- located on the eastern side of Prospect Road between Old Coach Road and Peters Lake Road in the community of Goodwood (Maps 1 and 2);
- appropriately 34.6 acres (14 ha) in area and has approximately 423 metres (1,387.8 feet) of street frontage on Prospect Road (Map 3); and
- undeveloped and includes a large wetland which encompasses most of the southern portion of the property (Map 3).

The subject property is located in a mostly undeveloped stretch of Prospect Road, with the exception of a driving range (golf) located immediately north at 1300 Prospect Road (Map 1). Surrounding land uses along Prospect Road outside the immediate area are primarily low density residential in nature, but also include commercial and industrial uses further north in Goodwood. An 18-hole golf course is also located to the west on lands south of Old Coach Road.

### **Designation and Zoning**

The subject property is:

- designated RB (Residential B) by the Municipal Planning Strategy for Planning District 4 (MPS) (Map 1); and
- zoned CR-1 (Commercial Recreation 1) by the Land Use By-law for Planning District 4 (LUB) (Map 2).

### **Enabling Policy**

Policy RB-10 of the MPS enables Council to consider general business zone uses (C-2 Zone uses) and service stations through the development agreement process. In addition to Policy RB-10, the application is subject to the general policy evaluation criteria as contained in Policy IM-11, which applies to all discretionary planning approvals under the MPS. Attachment B of this report contains the policies by which Council may consider this proposal.

### **Proposal**

The applicant wishes to construct two, single storey, commercial buildings with pitched roof forms on the subject property. The two buildings will create a total of 1,296 square metres (13,947 square feet) of commercial gross floor area as shown on Schedule B of the proposed development agreement. The northern building (364 square metres) is proposed to include a drive-thru restaurant (Tim Horton's) and a service station (gas station and associated store), while the southern building (932 square metres) is proposed to include commercial leasehold space. Other features of the proposed development include:

- a single access point to the subject property;

- a significant vehicle queuing area for the drive-thru restaurant;
- landscaping along the street frontage;
- parking areas;
- provision for on-site pedestrian circulation; and
- lands not located adjacent Prospect Road will remain undeveloped.

## **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and has determined that the proposed development is consistent with the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies. The following issues have been identified for more detailed discussion.

### **Design and Scale**

Policy RB-10 calls for consideration of the compatibility of architectural design and scale of new buildings relative to nearby land uses. Although the surrounding area is mostly undeveloped along Prospect Road, the abutting driving range to the north includes a single storey building with a significant roof pitch. Structures with pitched roof forms and roof articulation are also commonly found along Prospect Road. To recognize this common design approach, the proposed development agreement requires each commercial building to be constructed with pitched roof forms and roof articulation. To reflect an appropriate building scale, the proposed development agreement requires development to be distributed within two buildings, and limits the overall gross floor area.

### **Site Access and Traffic**

Access and egress from the subject property will be achieved via two driveways as shown on Schedule B of the proposed development agreement. The primary site driveway, located approximately 200 metres (656.2 feet) south of Old Coach Road, and a second driveway located approximately 80 metres (262.5 feet) north of the primary site driveway. The second driveway provides for 'right-out-only' egress. All accesses have been reviewed by the Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR) and have been deemed suitable.

To address traffic flow on Prospect Road, NSTIR requires improvements to the road which include a right turn lane and a left turn lane at the primary site driveway. Therefore, the proposed development agreement requires NSTIR approval regarding access and street improvements for the development prior to the issuance of a construction permit.

### **On-Site Services**

Policy IM-11 indicates that Council should consider whether development proposals have adequate on-site sewer and water services to sustain their operation. The applicant has prepared conceptual wastewater treatment systems for each of the proposed buildings. The proposed development agreement requires Nova Scotia Environment approval of the systems prior to the issuance of a construction permit.

With regard to on-site water services, the applicant has provided groundwater reports which include water quantity and quality measurements from test wells drilled on the subject property. The groundwater reports indicate the well proposed to service the northern commercial building will supply sufficient groundwater, however, groundwater from this well will require treatment.

The groundwater reports also indicates the well proposed to service the southern commercial building produces a sustained yield of groundwater less than the northern well. As a result, the proposed development agreement limits the type of uses permitted and restricts the size of a full service restaurant in the southern commercial building to only 111.5 square metres (1,200 square feet). The proposed development agreement enables Council to consider additional commercial uses permitted in the C-2 Zone and a larger full service restaurant in the southern commercial buildings through the non-substantive amendment process, subject to additional groundwater reporting.

### **Wetland Protection**

Policy IM-11 indicates that Council should consider whether development proposals are suitable by evaluating a number of site characteristics, including the location of watercourses, marshes or bogs. The applicant has provided wetland delineation reports, which identified a large domed bog wetland on the southern portion of the subject property. Nova Scotia Environment has reviewed the wetland delineations reports and acknowledges that no building footprints are located within the wetland area.

The eastern section of the wetland on the subject property is contiguous with a watercourse. Therefore, the proposed development agreement requires a 20 metre (65.6 feet) buffer from the edge of the wetland to protect it from development.

### **Conclusion**

The proposed development is consistent with the applicable policies of the MPS (Attachment B). The proposed development agreement:

- addresses the architectural features of the buildings,
- addresses on-site services,
- controls access, requires upgrades to Prospect Road, and
- provides the protection of the wetlands on the subject property.

Therefore, staff recommends that Halifax and West Community Council approve the proposed development agreement as contained in Attachment A of this report.

### **FINANCIAL IMPLICATIONS**

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

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a public information meeting held on October 10, 2012. Attachment C contains a copy of the minutes from the meeting. Notices of the Public Information Meeting were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 2.

A public hearing must be held by Community Council before they can consider approval of a development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 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 4 MPS. No additional concerns have been identified beyond those raised in this report.

### **ALTERNATIVES**

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

### **ATTACHMENTS**

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Map 3	Site Survey/Location of Wetland
Attachment A	Proposed Development Agreement
Attachment B	Policy Review – Excerpt from the Planning District 4 MPS
Attachment C	Minutes from the Public Information Meeting

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

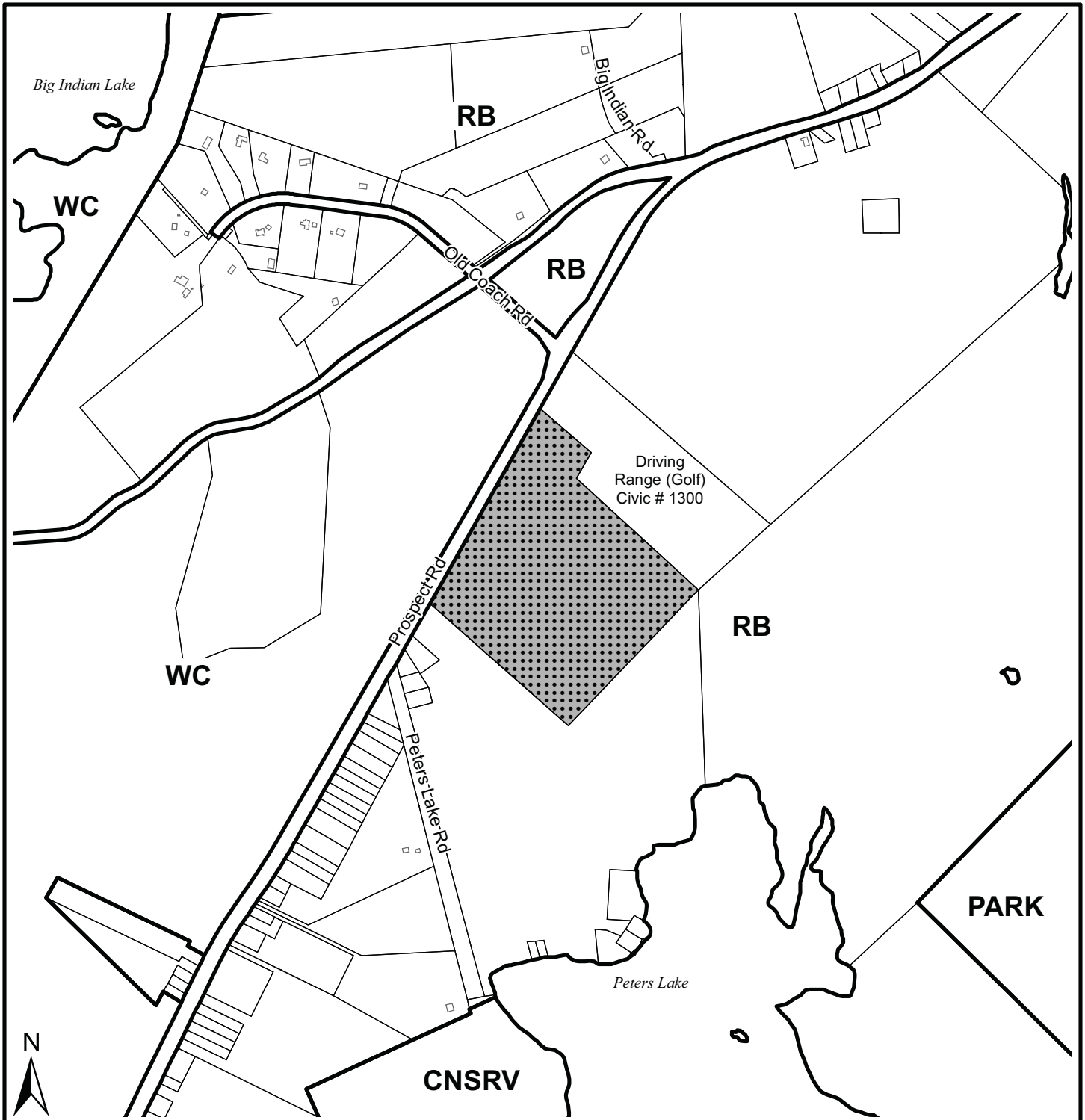
Report Prepared by: Miles Agar, LPP, Planner 1, Development Approvals, 490-4495

Original Signed

Report Approved by:


  
Kelly Denty, Manager of Development Approvals, 490-4800

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### Map 1 - Generalized Future Land Use

Prospect Road  
Goodwood

 Subject Property

Planning District 4  
(Prospect) Plan Area

#### Designation

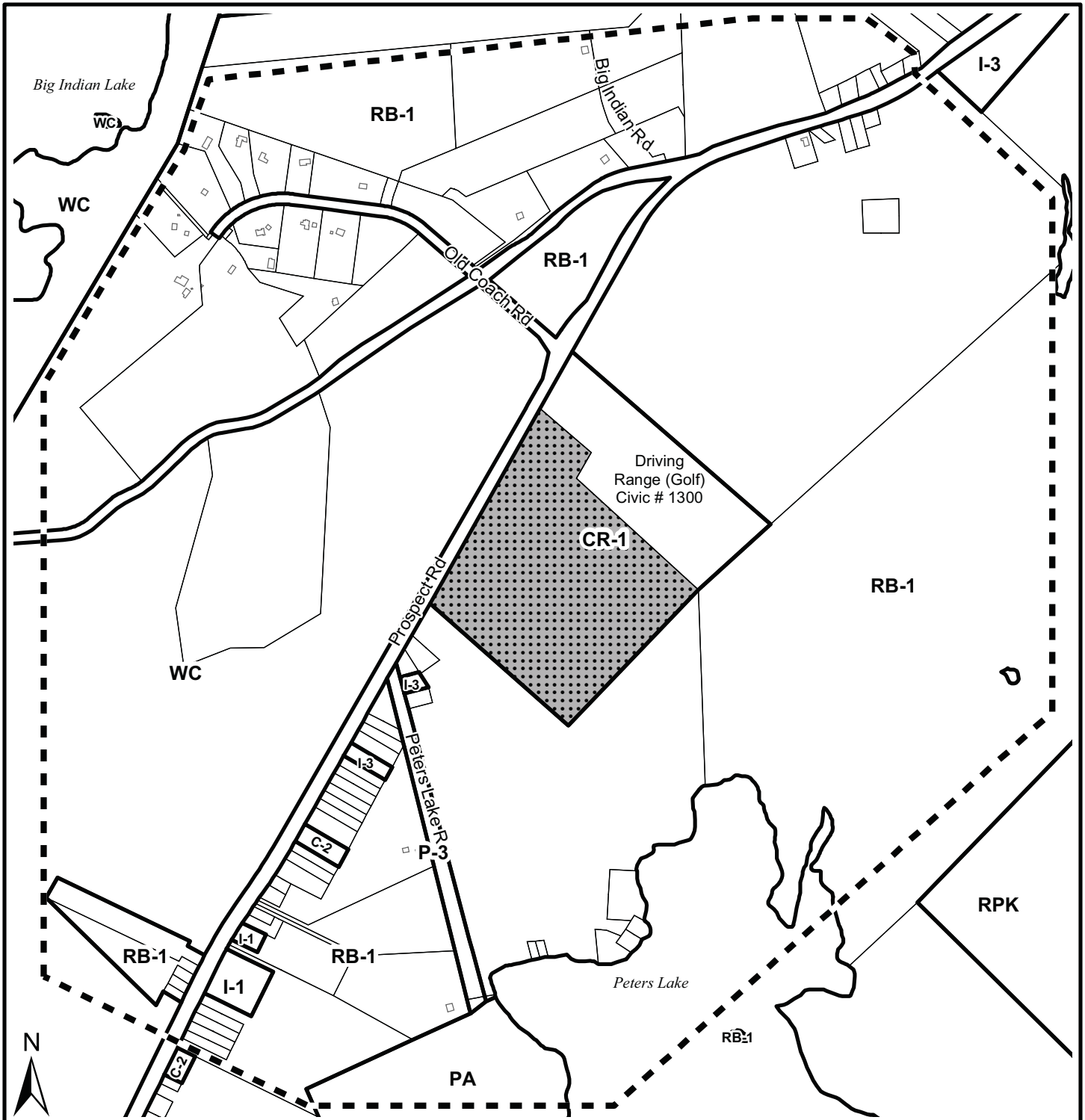
- RA Residential A
- RB Residential B
- PARK Park
- CNSRV Conservation
- WC Western Common

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PLANNING SERVICES





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

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



## Map 2 - Zoning and Notification

Prospect Road  
Goodwood

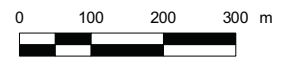
-  Subject Property
-  Area of notification

Planning District 4  
(Prospect) Plan Area

### Zone

- RA-1 Residential A-1
- RB-1 Residential B-1
- C-2 General Business
- I-1 Light Industry
- I-3 Local Service
- P-3 Conservation
- WC Western Common
- CR-1 Commercial Recreation 1

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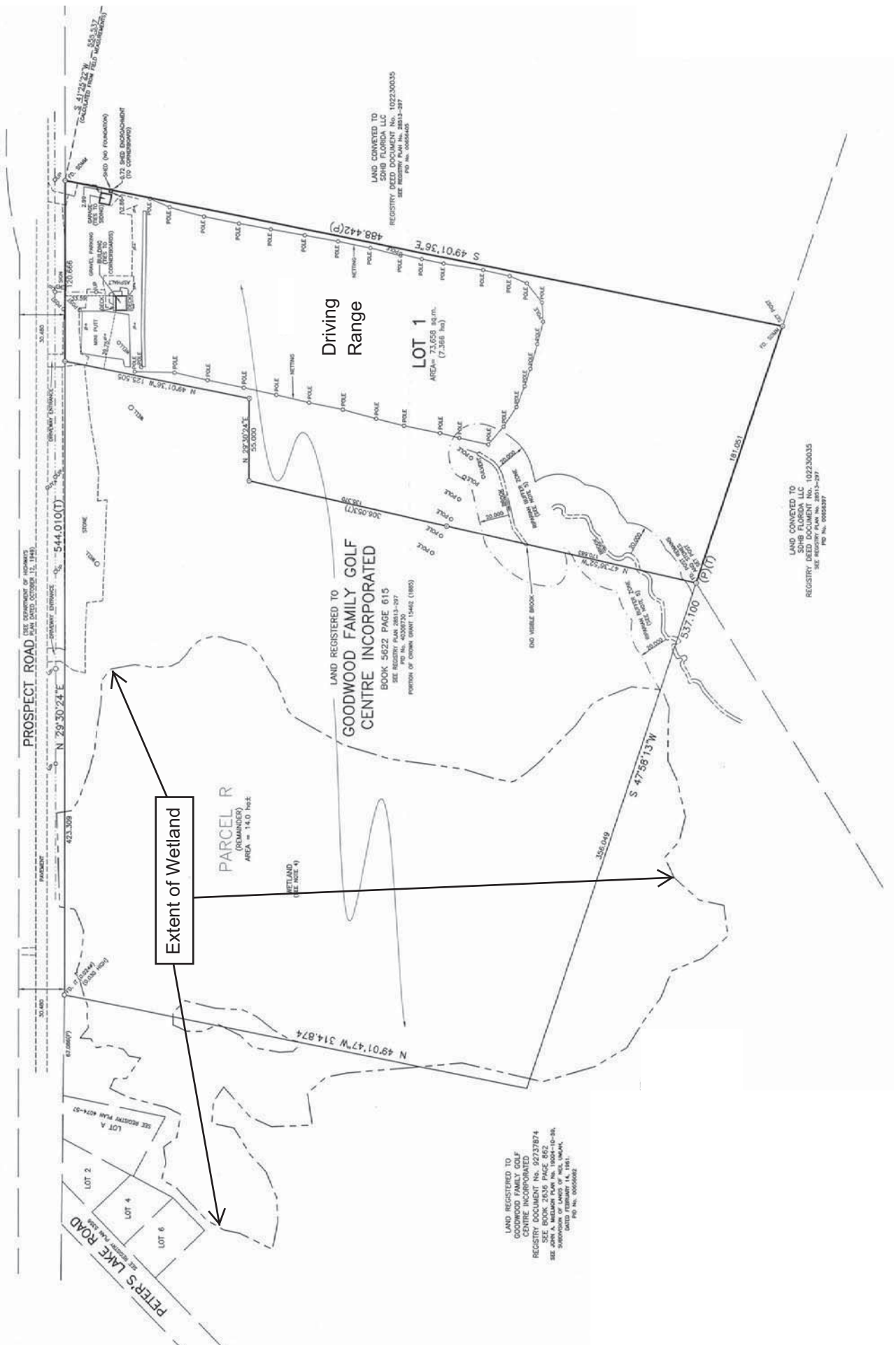


This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

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



Case 18107: Map 3 - Extract of Site Survey Showing Location of Wetland



**Case 18107**  
**Attachment A: Proposed Development Agreement**

THIS AGREEMENT made this      day of **[Insert Month]**, 2014,

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 located immediately south of 1300 Prospect Road, Goodwood 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 a service station and commercial uses permitted in the general business zone on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies RB-10 and IM-11 of the Municipal Planning Strategy for Planning District 4 and Section 3.16(b) of the Land Use By-law Planning District 4;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[INSERT DATE]** referenced as Municipal Case Number **18107**;

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

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

### **1.1 Applicability of Agreement**

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning District 4 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 18107:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Building Elevations – Proposed Lot 1
Schedule D	Building Elevations – Proposed Lot 2

### **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

- (c) Engineer in accordance with Section 5.1.1 (b) of this Agreement; and  
A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (c) of this Agreement.

3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer 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;
- (b) Nova Scotia Department of Transportation and Infrastructure approval of the site access in accordance with Section 4.1 of this Agreement;
- (c) Nova Scotia Environment approval of on-site sewage treatment facilities in accordance with Section 4.2 of this Agreement; and
- (d) Nova Scotia Department of Transportation and Infrastructure approval of the Stormwater Management Plan in accordance with Section 5.1.1 (c) of this Agreement.

3.2.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Certification from a member in good standing of the Canadian Society of Landscape Architects indicating that the Developer has complied with the landscaping provisions of this Agreement, or the posting of security in accordance with Sections 3.7.6 and 3.7.7 respectively; and
- (b) Confirmation from Nova Scotia Transportation and Infrastructure Renewal of the completion of the required upgrades to Prospect Road in accordance with Section 4.1 of this Agreement.

3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality.

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

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

- (a) Service Stations;
- (b) Full Service Restaurants, which may include a Take-Out Restaurant;
- (c) Drive-In Restaurants;
- (d) Retail Stores;
- (e) Medical, dental and veterinary clinics;
- (f) Offices;
- (g) Banks and financial institutions; and

- (h) Uses accessory to any of the foregoing uses.

### **3.4 Detailed Provisions for Land Use**

- 3.4.1 No more than two (2) main buildings are permitted on the Lands, not including the pump island canopy shown on Schedule B.
- 3.4.2 Land uses associated with the main building shown on Proposed Lot 1 shall be limited to the following:
  - (a) One (1) Full Service Restaurant not exceeding 111.48 square metres (1,200 square feet) of gross floor area;
  - (b) Retail Stores;
  - (c) Medical, dental and veterinary clinics;
  - (d) Offices;
  - (e) Banks and financial institutions; and
  - (f) Uses accessory to any of the foregoing uses.
- 3.4.3 Land uses associated with the main building shown on Proposed Lot 2 shall be limited to the following:
  - (a) One (1) service station;
  - (b) One (1) drive-in restaurant;
  - (c) Retail Stores;
  - (d) Offices;
  - (e) Banks and financial institutions; and
  - (f) Uses accessory to any of the foregoing uses.
- 3.4.4 Development on Proposed Lot 3 shall be limited to the development shown on Schedule B and any other development permitted by this Agreement, which includes ground signs and accessory buildings.
- 3.4.5 Each main building to be constructed on the Lands shall comply with the following siting, massing and scale requirements:
  - (a) Main buildings shall be located on the Lands as generally shown on Schedule B;
  - (b) No portion of any main building shall be located less than 18.29 metres (60 feet) from the front property line;
  - (c) No portion of any main building shall be located less than 9.14 metres (30 feet) from any side or rear property line;
  - (d) No development or disturbance of any kind shall be permitted within the 20 m buffer as shown on Schedule B of this Agreement;
  - (e) The gross floor area for each main building shall be as generally shown on Schedule B. A gross floor area increase for each main building of no more than

20 square metres (215.28 square feet) shall be permitted, however, the total gross floor area of all main buildings shall not exceed 1,336 square metres (14,381.05 square feet); and

- (f) The maximum height of each main building shall not exceed 10.67 metres (35 feet).

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

3.4.7 Further to Section 3.4.1, two (2) accessory buildings shall be permitted on the Lands 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 37.16 square metres (400 square feet).

3.4.8 Further to Section 3.4.7 additional accessory buildings for the on-site sewage treatment facility or the on-site water distribution system may be permitted subject to the requirements outlined in Section 3.4.7 of this Agreement.

### **3.5 Architectural Requirements**

3.5.1 The exterior design of the main building on Proposed Lot 1 shall be in conformance with Schedule C. The exterior design of the main building on Proposed Lot 2 shall be in conformance with Schedule D. Notwithstanding the Schedules, the Development Officer may permit minor modifications to the exterior design of the main buildings, such as but not limited to the number and location of doors and windows, to accommodate interior leasehold commercial spaces.

3.5.2 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.

### **3.6 Parking, Circulation and Access**

3.6.1 Vehicle parking shall be provided as generally shown on Schedule B and shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.

3.6.2 Parking spaces, stop bars, pedestrian circulation (walkways and on-site crosswalks) and access shall be generally as shown on Schedule B.

- 3.6.3 A designated pedestrian pathway connecting the main building on Proposed Lot 1 to the main building on Proposed Lot 2 shall be provided as shown on Schedule B. The designated pedestrian walkway shall have a finished hard surface such as poured in place concrete, interlocking paving stones, or an acceptable equivalent in the opinion of the Development Officer. On-site crosswalks associated with the designated pedestrian pathway are shown as dashed lines on Schedule B and shall be demarcated with signs and pavement markings. The on-site crosswalks may be finished with an alternative hard surface, such as asphalt.

### **3.7 Landscaping**

- 3.7.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a detailed Landscape Plan which shall provide details of all landscaped areas shown on Schedule B. The Developer may provide additional plantings and landscaping features than shown on Schedule B. 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 Landscaping required by Section 3.7.1 shall include a 5 metres (16.4 feet) wide landscaping strip along the public street frontage, exclusive of driveways. The landscape strip shall be sodded and include a minimum of one (1) tree (minimum of 60 mm calibre) and three (3) shrubs per 12.2 metres (40 feet) of street frontage. The incorporation of trees and shrubs into the landscaped strip may be provided in the form of groupings, provided a minimum ratio of one (1) tree and three (3) shrubs are provided per 12.2 metres (40 feet) of street frontage.
- 3.7.3 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).
- 3.7.4 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.
- 3.7.5 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.
- 3.7.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.7.7 Notwithstanding Section 3.7.6, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape



works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.8 Signs**

3.8.1 Signage shall be subject to the requirements of the Land Use By-law for Planning District 4 and the following additional requirements:

- (a) A maximum of two (2) ground signs shall be permitted on the Lands;
- (b) Ground signs shall be a minimum of 100 metres (328.08 feet) apart;
- (c) No ground sign shall exceed 8.18 square metres (88 square feet) of sign area on a single face or 16.2 square metres (164 square feet) of sign area for both faces combined; and
- (d) Landscaping, exclusive of landscaping required by Section 3.7 of this Agreement, shall be provided around the base of each ground sign, and shall include a minimum of six (6) shrubs.

### **3.9 Solid Waste Facilities**

3.9.1 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street. 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.

3.9.2 Notwithstanding Section 3.9.1 of this Agreement, small waste receptacles are permitted throughout the development and are to be considered as part of the landscaping for the development.

### **3.10 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.

### **3.11 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.

### **3.12 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.

### **3.13 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 Construction 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 Nova Scotia Transportation and Infrastructure Renewal.

### **4.2 On-Site Sewage System**

The Lands shall be serviced through privately owned and operated on-site sewage disposal systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality and Nova Scotia Environment, a design for all private sewage disposal system(s). No Construction 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 on-site sewage systems and treatment facilities.

#### **4.3 On-Site Water System**

The Lands shall be serviced through a privately owned and operated on-site water distribution system.

### **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; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

#### **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) Minor expansions to the main buildings not exceeding ten per cent of the gross floor area of the building permitted by this Agreement;
  - (b) Subject to a supplementary Level II Groundwater Assessment, changes to Sections 3.3.1, 3.4.2, and 3.4.3 to allow for other uses permitted with the C-2 (General Commercial) Zone of the Land Use By-law for Planning District 4;
  - (c) Subject to a supplementary Level II Groundwater Assessment, changes to Section 3.4.3 to allow for an increase to the permitted size of the Full Service Restaurant;
  - (d) An increase to the size of accessory buildings associated with on-site sewage treatment facilities and on-site water distribution systems as detailed in Section 3.4.8;
  - (e) Changes to the exterior design of the main buildings as detailed in Section 3.5.1;
  - (f) Changes to the location of the landscaped areas which, in the opinion of the Development Officer, do not conform with Schedule B or Section 3.7 of this Agreement;
  - (g) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement; and
  - (h) 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 four (4) 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 District 4, 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

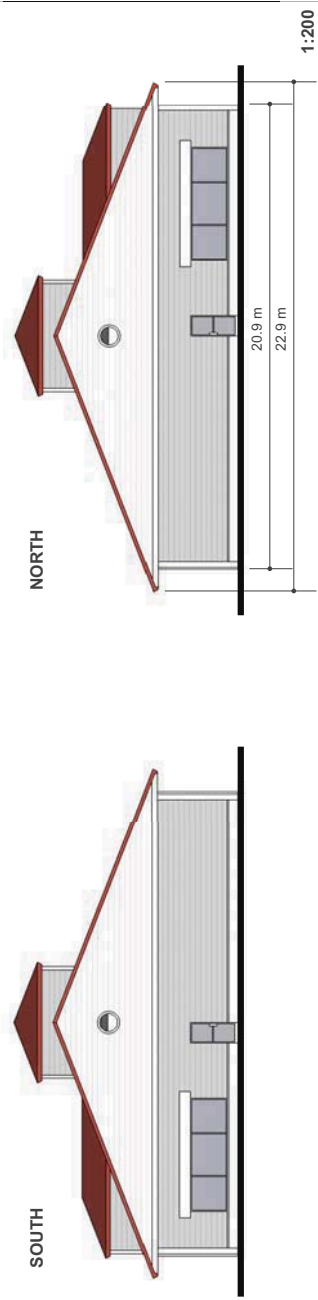
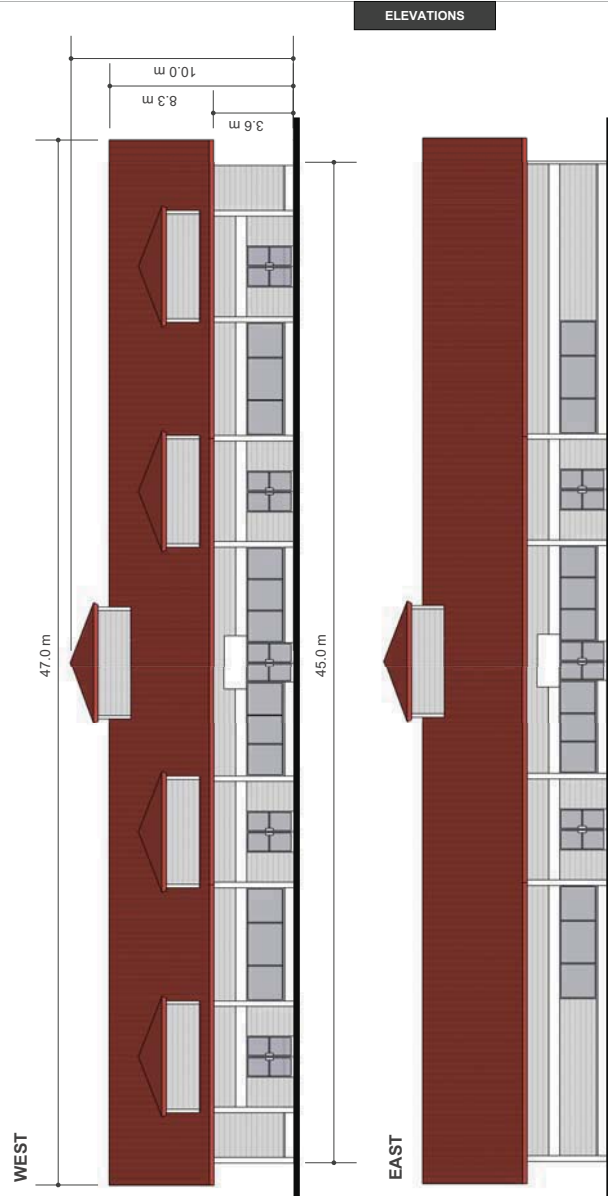
Per: \_\_\_\_\_

Municipal Clerk





Case 18107: Schedule C - Building Elevations, Proposed Lot 1



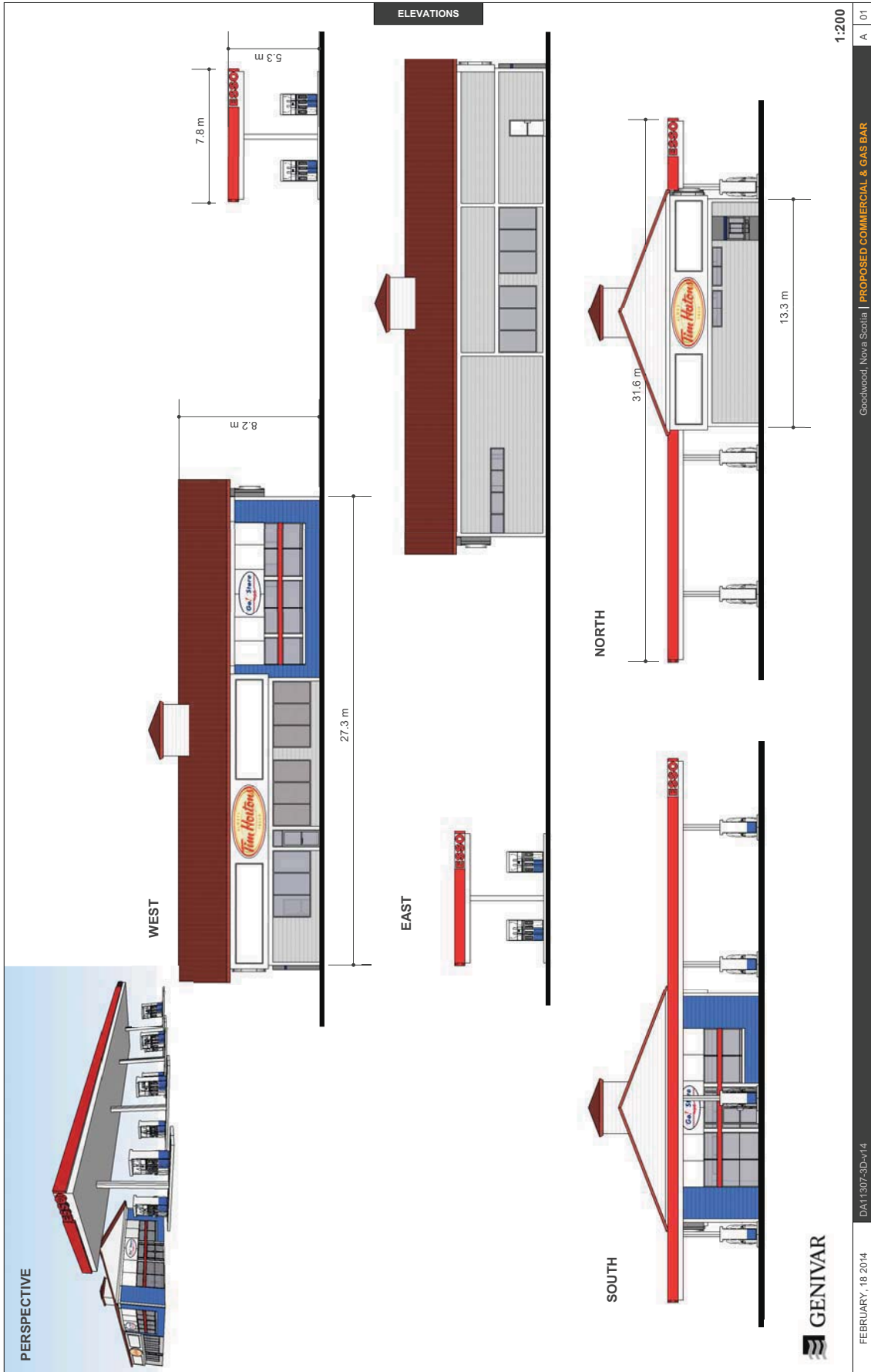
FEBRUARY, 18 2014

DA11307-3D-v12

Goodwood, Nova Scotia | PROPOSED COMMERCIAL & GAS BAR

A 01

Case 18107: Schedule D - Building Elevations, Proposed Lot 2



**Case 18107**

**Attachment B: Review of Relevant Policies from the Municipal Planning Strategy for Planning District 4**

<b>Policy Criteria</b>	<b>Staff Comment</b>
<p><i>RB-10 Notwithstanding Policy RB-2 or Policy RB-4, within the Residential B Designation, Council may consider permitting uses permitted in the general business zone, which are in excess of ten (10) percent of lot area, service stations, motels and entertainment uses in accordance with the development agreement provisions of the <u>Planning Act</u>. In considering such agreements, Council shall have regard to the following:</i></p>	
<p><i>(a) that the architectural design (external appearance) and scale of any structures are compatible with nearby land uses;</i></p>	<p>Although the subject property is located in a mostly undeveloped stretch of Prospect Road, the abutting driving range to the north includes a single storey building with a significant roof pitch. Structures with pitched roof forms and roof articulation are also commonly found along Prospect Road. To recognize this common design approach, the proposed development agreement requires each commercial building to be constructed with pitched roof forms and roof articulation. With respect to building scale, the proposed development agreement requires development to be distributed within two buildings, and limits the overall gross floor area.</p>
<p><i>(b) that adequate separation distances are maintained from low density residential developments;</i></p>	<p>The subject property is not adjacent to any low density residential uses.</p>
<p><i>(c) the provision of landscaping and screening from any adjacent residential development;</i></p>	<p>The subject property is isolated from residential uses, thus landscaping required for the development is not intended to screen the proposed uses from residential development.</p>
<p><i>(d) the impact of the proposed use on the existing road network in terms of traffic generation and vehicular and pedestrian safety;</i></p>	<p>The proposed development includes a primary site driveway, located approximately 200 metres (656.2 feet) south of Old Coach Road, and a second driveway located approximately 80 metres (262.5 feet) north of the primary site</p>

Policy Criteria	Staff Comment
	<p>driveway. The second driveway provides for 'right-out-only' egress. All accesses have been reviewed by the Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR) and have been deemed suitable. Further to this, to address traffic flow in the area, NSTIR requires improvements to Prospect Road which include a right turn lane and a left turn lane at the primary site driveway. The proposed development agreement requires NSTIR approval related to access and street improvements prior to the issuance of a construction permit. Further, the proposed development agreement requires a substantial queuing area for the drive-in restaurant and provision for pedestrian movement between the two buildings.</p>
<p><i>(e) the means by which solid and liquid waste will be treated;</i></p>	<p>The applicant has prepared conceptual wastewater treatment systems for each of the proposed buildings. The proposed development agreement requires Nova Scotia Environment approval of the systems prior to the issuance of a construction permit.</p>
<p><i>(f) the effects of the development on the natural environment and the means for handling stormwater runoff;</i></p>	<p>The proposed development agreement requires a detailed Site Disturbance Plan, a detailed Erosion and Sedimentation Control Plan, and a detailed Site Grading and Stormwater Management Plan prior to the commencement of any site work. The proposed development agreement also requires the Developer to construct a Stormwater Management System for the development.</p>
<p><i>(g) the general maintenance of the development;</i></p>	<p>The proposed development agreement includes provisions for the general maintenance of the development.</p>
<p><i>(h) the hours of operation; and</i></p>	<p>The uses permitted by the proposed development agreement are not anticipated to generate conflict with nearby land uses. Therefore, the proposed development agreement does not regulate hours of operation.</p>
<p><i>(i) the provision of Policy IM-11.</i></p>	<p>See below.</p>

Policy Criteria	Staff Comment
<p><i>IM-11 In considering development agreements or amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Planning Strategy, Council shall have appropriate regard to the following matters:</i></p>	
<p><i>(a) that the proposal is in conformity with the intent of this Planning Strategy and with the requirements of all other municipal by-laws and regulations;</i></p>	<p>The proposal meets the intent of the MPS. The proposed development agreement requires conformity with all other municipal by-laws and regulations.</p>
<p><i>(b) that the proposal is not premature or inappropriate by reason of:</i></p> <ul style="list-style-type: none"> <li><i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i></li> <li><i>(ii) the adequacy of on-site sewerage and water services;</i></li> <li><i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i></li> <li><i>(iii) the adequacy of road networks leading to or within the development; and</i></li> <li><i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i></li> </ul>	<p>(i) There are no costs to the Municipality. The developer is responsible for all costs associated with the proposed development. See Financial Implications section of the staff report.</p> <p>(ii) The applicant has prepared conceptual wastewater treatment systems for each of the proposed buildings. The proposed development agreement requires Nova Scotia Environment approval of the systems prior to the issuance of a construction permit. With regard to on-site water services, the applicant has provided groundwater reports which include water quantity and quality measurements from test wells drilled on the subject property. The groundwater reports indicate the well proposed to service the northern commercial building will supply sufficient groundwater, however, water quality results for this well indicate a concentration of uranium greater than the Guidelines for Canadian Drinking Water Quality. As a result, groundwater from this well will require treatment. The groundwater reports also indicate the well proposed to service the southern commercial building produces a sustained yield of groundwater significantly less than the northern well. As a result, the proposed development agreement includes a limited list of permitted land uses, and restricts the size of a full service restaurant in the southern commercial building to 1,200 square</p>

Policy Criteria	Staff Comment
	<p>feet. The proposed development agreement enables Council to consider additional commercial uses permitted in the C-2 Zone and a larger full service restaurant in the southern commercial buildings through a non-substantive amendment process, subject to additional groundwater reporting.</p> <p>(iii) As the proposal does not include a residential component, no additional demands on schools, recreation or other community facilities are anticipated.</p> <p>(iv) see policy RB-10(d)</p> <p>(v) No designated historic buildings or sites are located in the area.</p>
<p><i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <ul style="list-style-type: none"> <li><i>(i) type of use;</i></li> <li><i>(ii) height, bulk and lot coverage of any proposed building;</i></li> <li><i>(iii) traffic generation, access to and egress from the site, and parking;</i></li> <li><i>(iv) open storage;</i></li> <li><i>(v) signs; and</i></li> <li><i>(vi) any other relevant matter of planning concern.</i></li> </ul>	<p>(i) The uses permitted by the proposed development agreement are not anticipated to generate conflict with adjacent uses.</p> <p>(ii) See comments above.</p> <p>(iii) See comments above.</p> <p>(iv) The proposed development agreement requires refuse and recycling materials to be contained within a building or within suitable containers with appropriate screening.</p> <p>(v) The proposed development agreement restricts the development to a maximum of two ground signs, which must be a minimum of 100 metres (328.08 feet) apart. Given the location of the subject property, these sign are permitted to have a slightly larger sign face compared to the land use by-law (88 sq. ft. vs. 50 sq. ft.), but are also required to be landscaped at the base of each ground sign.</p> <p>(vi) No other matters of a planning concern have been identified.</p>
<p><i>(d) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of</i></p>	<p>The applicant has provided wetland delineation reports, which identified a large domed bog wetland on the southern portion of the subject</p>

<b>Policy Criteria</b>	<b>Staff Comment</b>
<p><i>watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<p>property. Nova Scotia Environment has reviewed the wetland delineations reports and acknowledges these reports did not observe a wetland within the project footprint. Further, as the eastern section of wetland on the subject property is contiguous with a watercourse, the proposed development requires a 20 metre (65.6 feet) buffer from the edge of the wetland.</p>
<p><i>(e) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy IC-6”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</i></p>	<p>N/A.</p>



**Case 18107**  
**Attachment C: Minutes from the Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY**  
**PUBLIC INFORMATION MEETING**  
**CASE # 18107**

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**7:00 p.m.**  
**Wednesday, October 10, 2012**  
**Brookside Junior High (Cafeteria)**

**IN ATTENDANCE:** Paul Sampson, Planner, HRM Planning Services  
Hilary Campbell, Planning Technician, HRM Planning Services  
Sharlene Seaman, Planning Controller, HRM Planning Services  
Applicant, Nathan Rogers, Genivar

**PUBLIC IN ATTENDANCE:** Approximately 28

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The meeting commenced at approximately 7:05 p.m.

**1. Opening remarks/Introductions/Purpose of meeting – Paul Sampson**

Paul Sampson opened the meeting by introducing himself as a planner for the Western Region with Halifax Regional Municipality (HRM). He introduced the applicant, HRM staff and the Councillors in attendance. He thanked everyone for coming and noted that the meeting was being held to get feedback and provide information on Case # 18107, a development agreement application for 1300 Prospect Road.

He gave the agenda for the meeting and reviewed the ground rules.

**2. Overview of planning process/Presentation of Proposal - Paul Sampson**

Mr. Sampson stated that the purpose of the meeting was to identify the scope of the application and the planning process which the application will go through. He noted that no decisions would be made at the meeting.

Mr. Sampson showed the proposed site, Goodwood Family Golf Centre and the existing site. He advised that the site was zoned CR-1 (Commercial Recreation Zone), under the Land Use By-law for Planning District 4 (Prospect). There are a limited number of Commercial Recreation types of land uses that are possible on the site under the current zoning. The surrounding zoning is a residential B-1 (Low Density Residential). He provided some other zoning in the area. The overriding area has a designation, under the planning strategy, which is Residential B. The

planning strategy allows for proposals to come forward by development agreement. He explained that a development agreement is a legal agreement between the municipality and the property owner. It governs how the site is developed and overrides the current zoning on the property. It sets out stipulations as to how that property is to be developed.

Mr. Sampson gave the process for the application. A public information meeting is held to gather feedback and HRM staff and the Provincial departments required will complete a detailed review of the application. HRM staff will complete a development agreement that will be agreed upon by all parties involved. From there a staff report will be sent forth with a positive or negative recommendation from staff and the Provincial departments required. Council will hold a Public Hearing before making any decisions. That will be another chance for the public to give input on the application. After a decision has been made by the Community Council, at the public hearing, there will be a two week appeal period.

Mr. Sampson turned the floor over to Nathan Rogers to give his presentation of their proposal.

### **3. Presentation of Proposal – Nathan Rogers, Genivar**

Nathan Rogers introduced himself as a professional planner with Genivar and provided some background on his company. He was representing the landowner, Goodwood Family Golf Centre as well as Wilson Fuels.

He noted that the site, at 1300 Prospect Road, is looking at Commercial Development. The entire property is about 60 acres. The development area is about 5 acres. The zoning allows the existing driving range and other associated uses. The development agreement application will allow a gas station with a convenience store, a Tim Horton's and a commercial retail unit. He showed aerial views of the site and the surrounding areas.

He noted that Prospect Road provides services to the residents and has mixture of business and residential uses, along the street. He feels that this is an important component because people travel for employment and this gives them opportunity to use the services. He understands that the community has a number of entrepreneurs. He showed more street views and noted that Prospect Road is not a local street but a highway controlled by Nova Scotia Department of Transportation.

Mr. Rogers stated that in looking at the site in 2011, they looked at what they had to consider. In 2008 the owner had a wetland delineation done, which delineated the boundaries of the wetlands on the property. It was identified that perhaps this particular wetland was disturbed when Prospect Road was built originally. They will preserve it and maintain a twenty metre buffer from it. The existing land uses in the area will be maintained.

He noted that there will be opportunity for different commercial uses as the arterial route is an important consideration. He asked what new commercial services were opportune for the site.

He stated that they were proposing three main driveways into the site to service both lots. Landscaping is proposed to soften the hard features of the site. There is a double-double drive thru, to accommodate many vehicles. He provided scenario's with regard to the traffic study. A left-hand turn lane would have to accommodate two driveways to avoid burden. A right hand

turn lane would be required as well.

He noted that they are considering a sandwich shop, a tourism association or a pharmacy in the commercial unit. They would like it to compliment the community. An on-site septic system is required. Genivar engineers have undertaken the preliminary design, in terms of accommodation. A hydraulic study has been completed, in terms of servicing the site with water.

He stated that there would be about ninety-eight parking stalls to accommodate both lots. He showed renderings of what the building may look like and encouraged people to look at them to give opinion.

Genivar believes that the site offers an opportunity for local amenity and services that do not currently exist in the area. They would like to keep the neighbourhood context that exists today, such as the low scale of buildings and separation distances. He thanked everyone for coming and encouraged questions and comments.

Mr. Sampson gave the ground rules and opened the floor for questions and comments.

## **5. Questions/Comments**

**Rick Duggan**, is there to support a company called Double D Construction, who owned a piece of land that would be in direct competition with this proposed site, for the last year that has been designated Commercial Industrial. Double D Construction already has approval from the city for a shopping mall. He listed existing tenants that have already committed to the project. He asked why a development agreement can be used for the zone as the CR-1 zone states that it cannot. He asked if a development agreement can be done on a second lot, if owned by two different owners.

Mr. Rogers stated that the lots are intended to be severed and the development agreement runs with the land and does not speak to ownership.

Mr. Duggan asked if they intend on putting twenty-five homes on the property at a later date, as per the site proposal.

Mr. Rogers stated that the application currently is for the development agreement.

Mr. Duggan asked if it was a possible future implication as per the website.

Mr. Rogers stated that the Nova Scotia Department of Transportation and Infrastructure Renewal noted that there is a substantial amount of land in the rear of the site. Genivar noted that one day there could be residential units at the rear but it is not a part of the application.

Mr. Duggan asked if a study for those possible future homes would be included in this proposal.

Mr. Rogers stated that it would have to include an open space design development and is a different process. Other studies would be required.

Mr. Duggan stated that Double D Construction has paid taxes for the last 20 years based on the Commercial Designation. The proposed site has paid based on Residential. He feels that this is a

penalty for owners of Commercial properties. It seems that an application can be made for a change into a commercial property.

Mr. Sampson advised that the over-riding document for the area (municipal planning strategy) sets out the rules that council tends to abide by. In this case, it allows other types of development and allows public input into the development proposal. He explained that what is permitted in the Land Use By-law is as-of-right.

Mr. Duggan asked if the Tim Horton's could be a danger to the environment as it uses a lot of water.

Mr. Rogers advised that there is a large water usage but the waste water treatment system has been sized accordingly for accommodation.

Mr. Duggan asked if there was a spill, by way of sewage or gasoline, how does the site relate to the water table for the area. Is a direct spill likely to affect the residential structures.

Mr. Rogers stated that he doesn't have the answer but the Nova Scotia Environment Department would be providing the approvals for that.

Mr. Duggan asked if the speed limit would be lower and, if not, would it add a traffic risk.

Mr. Rogers stated that the limit will not be lower and it would not pose a risk.

Mr. Sampson advised that the Transportation department would make a call on lowering the speed limit.

**Paul Allen**, Old Coach Road, asked if a traffic study had been completed.

Mr. Rogers stated that the traffic impact statement and study were done and are available on HRM's website.

Mr. Allen asked what the traffic flow times would be. Mr. Rogers stated that there would be a 7-9 am peak time and a 4-6 pm peak time for traffic. That would be a thousand vehicle trips per hour. He suggested the website for more accurate information.

Mr. Allen asked if the driving range exit would remain in the same location.

Mr. Rogers advised that it would stay as it is an entirely separate parcel of land.

Mr. Allen asked if the parcel could be blended into the proposal.

Mr. Rogers stated that it is not proposed.

Mr. Allan feels that the traffic may be a nightmare in the future if not looked at properly.

Mr. Rogers advised that it was in their plan to add turning lanes to avoid that issue.

Mr. Sampson advised that the studies and statements required are provided on the website.

John Cascadden, MacDonald Lake, asked if the planning of the development could wait for the results of the Regional Plan 5 year review.

Mr. Sampson stated that it would not be on hold as council had not decided to stop considering planning applications prior to the review.

Mr. Cascadden asked the timeline up until the application would go forward to Council.

Mr. Sampson advised that the process for a development agreement is typically 6-8 months. A staff report to the new community council would be sometime in the New Year.

Mr. Cascadden recommended that a storm water and site run off survey be completed and the appropriate catch basins be put in place.

Mr. Sampson advised that the municipality is not responsible for that.

Mr. Rogers stated that a stormwater management plan will be included in the development proposal. At this time, some preliminary work is complete but it will be included.

Mr. Cascadden recommended that turning lanes should be in place as soon as possible to not impede traffic while building. He recommends that a trading post-type look and feel be included. He would like to see a more rustic type as opposed to the more modern look and he feels that the wetland survey should be verified by NSE down the road.

**Danny Caine's**, Goodwood, thinks this development is a positive thing for the neighbourhood. He would like to see and feels that there is lots of room for development such as this in the area. He would like to see something more than a recycling plant or a dump site along the road. He believes this may slow traffic down in that area. He is in favor of the development.

Frank Johnston, Goodwood asked if this was a request to change the zoning of the property.

Mr. Sampson advised that this is an application for a development agreement not an application for rezoning. The CR-1 zoning would remain on the property. The development agreement is a legal agreement that is attached to the property for land use. It will over-ride the zoning. Any other owners will have to abide by the development agreement.

Mr. Johnston questions why a commercial gas bar can go on this CR-1 property. He wonders if other businesses can go there.

Mr. Sampson advises that the RB-1 designation states that Council may consider permitting uses which are permitted in the General Business Zone, which is what is being applied for, can be considered by Council.

Mr. Johnston is concerned about it superseding the zoning because in the future, an industrial business could go in behind the current development.

Mr. Sampson advised that this policy only covers certain land uses, not industrial type uses.

Mr. Johnston asked if the owners of the property were partners with Wilson's.

Mr. Rogers stated that the Goodwood Family Golf Centre is the land owners and there is a business agreement between them for the development of the lands.

Mr. Johnston asked if there would be any considerations other than single family dwellings behind the proposed site.

Mr. Rogers stated that the Regional Municipal Planning strategy would not allow any other uses there. Single family dwellings would be considered by development agreement.

Mr. Johnston believes that the proposal sounds like a good proposal but is concerned about what may be allowed to go behind the development. He doesn't want to see something like a garbage dump site there as it would affect the neighbourhood.

Mr. Rogers feels that both parties would not want to see that happen there either.

Mr. Sampson stated that any subdivision of residential lots would have to go through a development agreement process.

Mr. Johnston stated that he was not opposed to single family dwellings or Tim Horton's but he is opposed to any industrial level of activity. He feels that this is a positive thing for the neighbourhood. He would like to ensure that adapting to traffic flow should not be an issue as other places adapt. Traffic lights may be looked at in the future.

**Martin Lundrigan**, Brookside, thinks this development is positive for the community. The employment benefit will increase. The current Irving station is typically overwhelmed on a Friday and he feels this will be a very positive thing for the community.

## **6. Closing comments**

Mr. Sampson thanked everyone for coming and provided his contact information.

## **7. Adjournment**

The meeting adjourned at approximately 7:50 p.m.