

**Western Region Community Council**  
**May 10, 2012**

**TO:** Chair and Members of Western Region Community Council

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

**DATE:** May 4, 2012

**SUBJECT:** **Case 16770: Development Agreement, St. Margaret's Square, Hwy. 3,  
Upper Tantallon**

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**ORIGIN**

Application by W. M. Fares Group.

**RECOMMENDATION**

It is recommended that Western Region Community Council:

1. Give Notice of Motion to consider approval of the proposed development agreement, presented as Attachment A, and schedule a Public Hearing;
2. Approve the proposed development agreement, presented as Attachment A, to permit three new commercial buildings within the St. Margaret's Square development, Highway No. 3, Upper Tantallon; 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**

### **Zoning and Enabling Policy**

The subject properties are designated Mixed Use B by the Municipal Planning Strategy (MPS) for Planning Districts 1 and 3 and zoned MU-2 (Mixed Use 2) by the Land Use By-law (LUB) for Planning Districts 1 and 3 (see Maps 1 and 2). Policies MU-16(A) of the MPS enable the consideration of a development agreement for any 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. 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 contain in Policy IM-9 which is applicable to all discretionary approvals under the MPS.

### **Subject Property**

St. Margaret’s Square is an existing commercial property developed by W. M. Fares Group located at 5110 St. Margaret’s Bay Road (Hwy. No. 3) in Upper Tantallon near the Hammonds Plains Road (Map 1). The first buildings to be developed (Canadian Tire store, Credit Union building) were completed in 2008/09 via the as-of-right subdivision and permitting processes. Subsequently, a retail plaza containing a Lawton’s store was completed in late 2009. The Canadian Tire property has since been subdivided and sold to another owner. Schedule B of Attachment A highlights the remaining properties, which are the subject of this application and total 33.78 acres in land area and are more particularly described as follows:

- Lot 4A: currently vacant, gravelled and pad ready (1.5 ac.);
- Lot 4B: existing building (Credit Union), parking and landscaped areas, and partially vacant (1.59 ac.);
- Lot 4R: existing building (Lawton’s/ retail plaza), parking and landscaped areas, two vacant and pad ready sites and remaining treed/ undisturbed land to the rear. This parcel includes watercourses (Little East River, Doyle Brook) to the south and west and totals 30.64 ac. in area.

### **Proposal**

The proposal is to allow for three new commercial buildings within the St. Margaret’s Square development through the development agreement process, as shown on Schedule B of Attachment A. The three new buildings represent the final component of the development, which includes the following:

- Phase “C” building: a 2-storey, 34,000 sq. ft. commercial building to the east of Lawton’s plaza building (Lot 4R);
- Phase “D” building: a 1-storey, 7,500 sq. ft. commercial building to the north of the Phase C building (Lot 4R); and
- Phase “E” building: a 1-storey, 9,600 sq. ft. commercial building to the northeast of existing Canadian Tire store (Lot 4A).

The development agreement (Attachment A) will apply to the above three properties (lots 4A, 4B and 4R) and the existing Phase “A” (Credit Union) and Phase “B” (Lawton’s plaza) buildings.

Transfer of Remaining Land to Province

The remaining 21.5 acre undeveloped southern portion of Lot4R to the rear of the existing Phase B plaza building will be deeded by the developer to the Province. The developer has provided the following statement as part of the application:

*“Our company has been working with the Saint Margaret’s Bay Stewardship Association on gifting 21.5 acres of land that forms part of our parcel to the community to help in establishing the Five Bridge Lake Wilderness area. As a result of our collaboration, the province has agreed to accept our parcel of land which will provide a vital watershed link between the East River and its tributaries to the south and east from Ash Lake and the Duck Pond, defining features of the northwest quadrant of the proposed wilderness area. Further, the parcel will help fulfill the vision of the St. Margaret’s Bay community as expressed unanimously at its 2010 Forum which called for a trail access from Tantallon Village to the Wilderness through this north-west quadrant”.*

This agreement between the developer and Province has already been reached and is not a requirement of the MPS policies. Accordingly, it is not reflected in the development agreement but is a voluntary commitment on the part of the developer.

**DISCUSSION**

**MPS Policy**

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.

Building Design and Scale

The design and scale of the proposed buildings are compatible with and reinforce the traditional built form of the area. Building materials include fibre cement siding and trim, which is similar in appearance to various types of wood siding and stucco, and asphalt roof shingles. Roofs will be mansard style and will have flat and sloping elements. Building heights will be one or two storeys. The proposed agreement provides flexibility to allow for changes to the Phase C and E buildings based on market conditions at time of construction. Further changes are also possible through a non-substantive amendment to the agreement. The building floor areas and ground-level “footprint” will be in keeping with commercial development found in the area.

Signs

The agreement places some limitations on signage. It allows for one less pylon (“ground”) sign than would normally be permitted by the LUB, which permits one sign for each lot. With regard to signage on the buildings, all new awnings, facial wall or projecting signs will be required to be

non-illuminated or illuminated from the front to be more in keeping with the rural character of the area.

#### Landscaping and Site Lighting

A detailed Landscape Plan prepared by a landscape architect will be submitted at the permitting stage. Further, existing landscaped areas will be supplemented with additional tree planting or plant material. There will be additional light poles installed in parking areas which will be in keeping with existing LED light poles on site.

#### Pedestrian Circulation

The proposal will include an expansion and improvements to the internal walkways and crosswalks within the site in order to improve pedestrian circulation and safety. The developer has also indicated that they intend to engage the abutting property owner (lands containing the Canadian Tire Store and Lot 3) in order to achieve improved pedestrian circulation and connectivity between the properties.

In regard to suggestions for a pedestrian trail along the Highway 3 right-of-way, staff reviewed this possibility with N.S. Transportation and Infrastructure Renewal who own and maintain this section of highway. As the development agreement cannot stipulate requirements for off-site infrastructure, the trail could not be included as a requirement. However, the proposed agreement does not preclude the Developer from working with NSTIR to establish the trail in the future should they wish to do so.

#### 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 original proposal, dating back to 2006, was to service the entire development with one central groundwater supply and one central wastewater collection and treatment system. That concept changed over time as individual parcels were subdivided. Both of the two existing buildings are serviced by drilled wells and sewage disposal systems. Approval from N.S. Environment was obtained for the existing systems.

Two preliminary groundwater assessments have been carried out (in 2006 and 2010) based on the two different servicing scenarios. These assessments indicate that a more detailed Level II assessment (well pump testing) should be undertaken. As a result, the proposed agreement requires the submission and review by HRM of a detailed Level II assessment as well as approval from N.S. Environment for on-site sewage treatment facilities prior to the issuance of a Construction Permit.

#### Traffic and Site Access

A traffic impact study was carried out in 2007 for the entire development, which included the Canadian Tire store. This study was reviewed by N.S. Transportation and Infrastructure Renewal and the required site access and soil breaking permits for the driveway entrance were issued. An addendum to the study was prepared in 2010, as it was anticipated that the total commercial floor area of the development was going to increase slightly. This addendum was reviewed by the province and deemed satisfactory. As there will be additional site work undertaken within the

Highway No. 3 right-of-way, the proposed agreement requires that permit approvals be granted by NSTIR prior to the issuance of a municipal Construction Permit.

Existing Buildings

The proposed agreement will apply to the existing buildings on the site and allow them to continue to be used for uses permitted under the current zoning. The agreement will also permit the buildings to expand by up to ten percent of their current gross floor area. Any expansion greater than ten percent of the gross floor area may only be permitted through a non-substantive amendment to the agreement.

Halifax Watershed Advisory Board (HWAB)

The Halifax Watershed Advisory Board (HWAB) reviewed this application on June 15, 2011 and passed a motion with the following recommendations:

1. Oil-grit separators be installed in stormwater drains;
2. Water conservation measures similar to LEED standards be established such as green roofs, pervious surface areas, and lowflow toilets;
3. Buildings on their own specific fields be switched over to the permanent Sewage Plant;
4. A sedimentation and erosion control plan be put in place;
5. Water quality testing and monitoring of the East River be undertaken, pre- and post-construction, at these locations: above the site, at the two outfalls, and below the site;
6. A hydrogeological study be undertaken with regards to any new wells;
7. Tree planting be part of the landscaping plan; and
8. Sand be used, not salt, in snow and ice removal.

Of these recommendations, numbers 4, 6 and 7 have been addressed in the proposed agreement by requiring the submission and review of site disturbance, sedimentation and erosion control and stormwater management plans, Level II groundwater assessment and that there be additional tree planting or plant material within the existing landscaped areas of the development. Other matters raised by the Board are beyond the legislative mandate of what may be regulated by a development agreement or beyond the context of the applicable MPS policies. However, the developer has been made aware of the recommendations and they may be incorporated as part of the proposal on a voluntary basis.

**Conclusion**

The proposed development is consistent with the applicable policies of the MPS (Attachment B). As such, it is recommended that Western Region 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 13, 2011. A public hearing must be held by 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 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 relevant, 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. Community Council may approve the proposed development agreement provided as Attachment A of this report. This is the staff recommendation.
2. 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. 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**

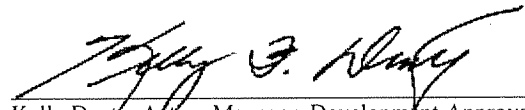
Map 1	Zoning and Location
Map 2	Generalized Future Land Use
Map 3	Area of Notification
Attachment A	Proposed Development Agreement
Attachment B	Policy Review – Excerpt from the Planning Districts 1 and 3 MPS
Attachment C	Minutes from the Public Information Meeting

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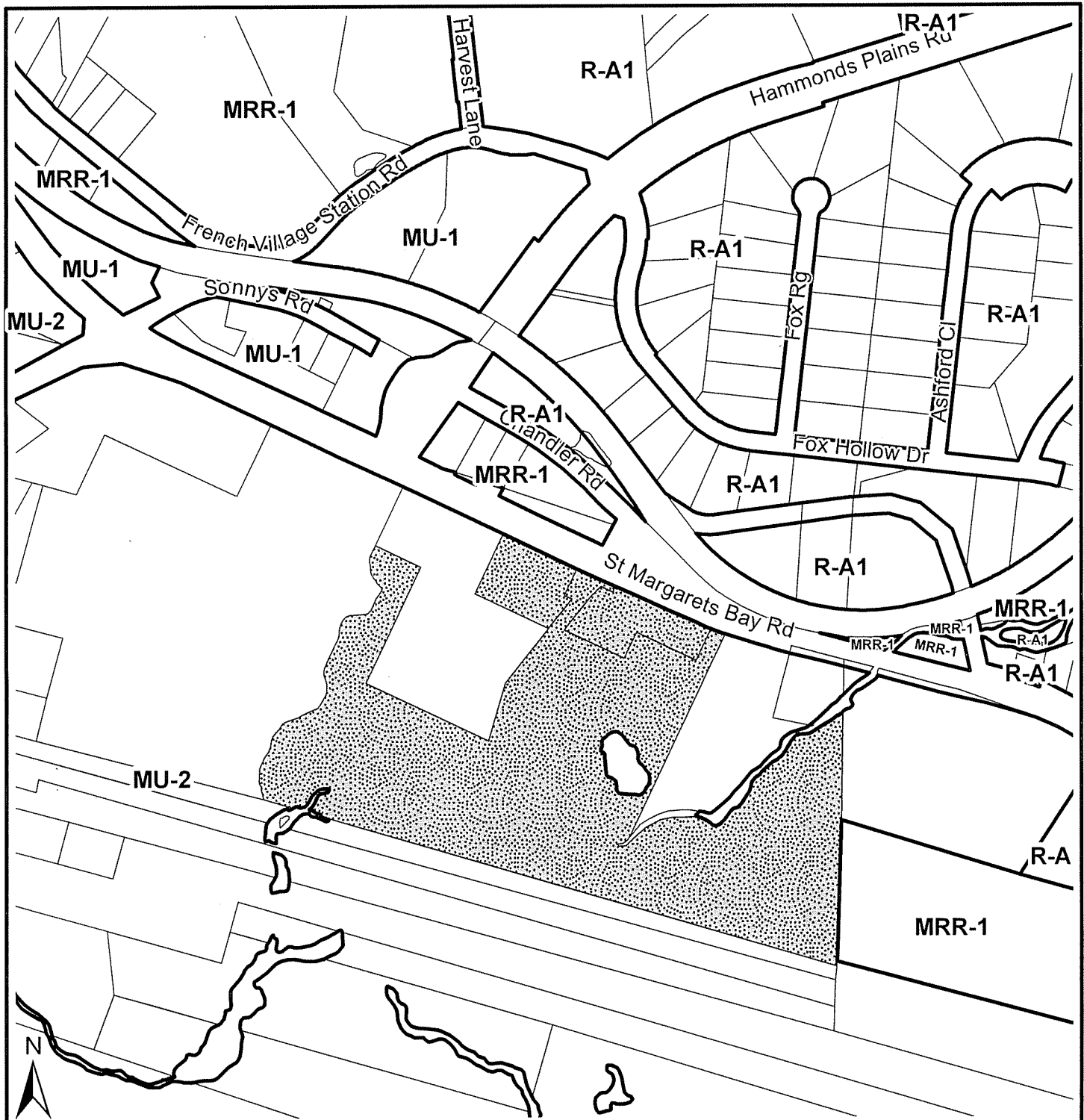
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Paul Sampson, Planner 1, Planning Services, 490-6259

Report Approved by:


  
Kelly Denry, Acting Manager, Development Approvals, 490-4800

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## Map 1 - Location and Zoning

5126 St Margarets Bay Road  
Upper Tantallon

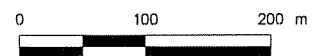
 Subject area

### Zone

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

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

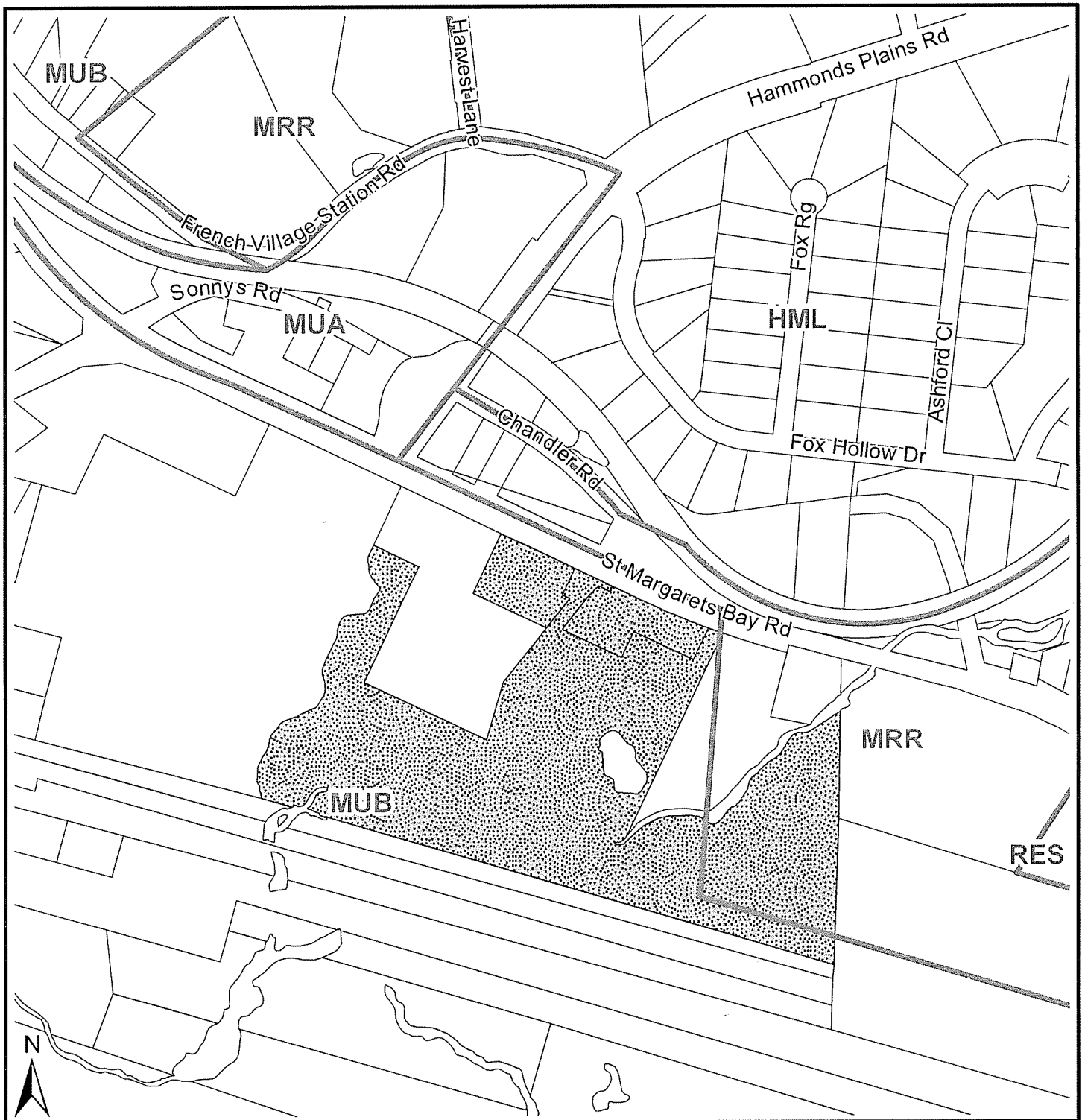
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This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated


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





## Map 2 - Generalized Future Land Use

5126 St Margarets Bay Road  
Upper Tantallon

 Subject area

### Designation

RES	Residential
HML	Hubley Mill Lake
MRR	Mixed Rural Residential
MUA	Mixed Use A
MUB	Mixed Use B

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

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

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



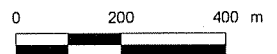
### Map 3 - Area of Notification

5126 St Margarets Bay Road  
Upper Tantallon

-  Subject area
-  Area of notification

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

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of any representation on this plan

**Case 16770 Attachment A**  
**Proposed 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 5090 to 5126 St. Margaret's Bay Road (Highway. No. 3), Upper Tantallon ("St. Margaret's Square") 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 Western Region Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 16770;

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

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

### **1.1 Applicability of Agreement**

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

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

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

### **2.2 Definitions Specific to this Agreement**

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

- (a) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects.
- (b) “Landscaped Area” means any combination of trees, shrubs, flowers, grass or other horticultural elements, decorative stonework, pavers, screening or other landscape architectural elements, all of which are designed to enhance the visual amenity of the lands or to provide an amenity for common use by the occupants of a building.

## **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 16770:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	West Elevation – Phase C Building
Schedule D	North/ South Elevations – Phase C Building
Schedule E	East Elevation – Phase C Building
Schedule F	East/ West Elevations – Phase D Building
Schedule G	North/ South Elevations – Phase D Building
Schedule H	West/ South Elevations – Phase E Building
Schedule I	East/ North Elevations – Phase E Building

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

3.2.1 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer as per the terms of this Agreement:

- (a) Level II Groundwater assessment in accordance with Section 3.6 of this Agreement;
- (b) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8 of this Agreement;
- (c) Approval of a Work Within Highway Right-of-Way Permit by N.S. Transportation and Infrastructure Renewal in accordance with Section 4.1 of this Agreement; and
- (d) Approval by N.S. Environment of on-site sewage treatment facilities for each phase in accordance with Section 4.3 of this Agreement.

3.2.2 Prior to the issuance of the first Occupancy 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) Certification from a Landscape Architect in accordance with Subsection 3.8.6 of this Agreement indicating that the Developer has complied with landscaping required pursuant to Section 3.8 of this Agreement, or Security in accordance with Subsection 3.8.7.

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

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

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

- (a) Commercial uses permitted in the MU-2 (Mixed Use 2) zone of the Land Use By-law; and
- (b) Uses accessory to the foregoing uses; and
- (c) Uses permitted in the RPK (Regional Park) and PA (Protected Area) zones.

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

3.4.1 The proposed commercial buildings, as shown on the Schedules, shall comply with the following:

Phase C: 2 storeys, maximum gross floor area (GFA) of 34,000 sq. ft., maximum building “footprint” (ground-level GFA) of 17,000 sq. ft.

Phase D: 1 storey, maximum gross floor area of 7,500 sq. ft.

Phase E: 1 storey, maximum gross floor area of 9,600 sq. ft.

3.4.2 Notwithstanding Section 3.4.1, the following shall apply:

- (a) the Phase C building may be permitted a maximum building “footprint” (ground-level GFA) of 24,000 sq. ft., provided that:
  - i) the building height does not exceed 2 storeys;
  - ii) the total gross floor area does not exceed 34,000 sq. ft.;
  - iii) the architectural appearance and materials are similar to that shown on Schedules C through E, and
  - iv) any resultant reduction in parking spaces and landscaped area is not greater than the resultant increase in building footprint GFA.
- (b) the Phase E building may be permitted a maximum building GFA of 17,000 sq. ft., provided that:
  - i) the building height does not exceed 1 storey;
  - ii) the architectural appearance and materials are similar to that shown on Schedules G and H, and
  - iii) any resultant reduction in parking spaces and landscaped area is not greater than the resultant increase in building GFA.

- 3.4.3 Notwithstanding Sections 3.4.1 and 3.4.2, outdoor seating and patio areas may be permitted for any restaurant uses, provided there is no resultant loss of landscaping or parking spaces.
- 3.4.4 The existing Phase A and Phase B commercial buildings, as shown on Schedule B, shall be permitted to expand by up to ten percent of the existing gross floor area of the buildings. Any expansion greater than ten percent of the gross floor area shall only be permitted pursuant to Section 6.1 (a).

### **3.5 Architectural Requirements**

- 3.5.1 The building's exterior design and materials shall be in conformance with Schedules C through H. 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 provide flexibility in the leasing of individual commercial spaces.
- 3.5.2 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter, and encourage pedestrian movement.
- 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 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).

### **3.6 Groundwater Assessment**

- 3.6.1 Notwithstanding anything else in this Agreement, the Development Officer shall not issue a Development Permit for Phase C, D or E buildings unless the following has taken place:
- (a) The Developer has provided a detailed Level II Groundwater Assessment;
  - (b) The detailed Level II Groundwater Assessment provides all applicable information outlined in the HRM Guidelines for Groundwater Assessment and Reporting (2006), as amended from time to time; and



- (c) The Municipality is satisfied that the Level II Groundwater Assessment demonstrates there is adequate water quality and quantity to support the proposed development.

3.6.2 In the event the Municipality is unable to determine that there is adequate water quality and quantity to support the additional Phase C, D or E buildings, those buildings shall not be permitted.

### **3.7 Parking, Circulation and Access**

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

3.7.2 Further to Section 3.7.1, the number of overall parking spaces may be reduced by up to 15 percent below that required by the Land Use By-law for commercial uses, provided that there is a resultant increase in the amount of landscaped area or landscaping material (trees, shrubs, etc.) acceptable to the Development Officer, the details of which shall be provided on the Landscape Plan required by Section 3.8.

### **3.8 Landscaping**

3.8.1 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 Landscape Plan shall be prepared by a Landscape Architect and comply with all provisions of this section. Existing landscaped areas shall be supplemented with additional tree planting or plant material which shall be indicated on the Landscape Plan.

3.8.2 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).

3.8.3 All plant material shall be 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.

3.8.4 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent. All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it.

3.8.5 Construction Details or Manufacturer's Specifications (including model and colour) for all tree protection hoarding, benches, light standards and luminaries, trash receptacles, bike racks, tree grates and guards, planter seating wall, wood arbour, patio table and

chairs, outdoor garbage enclosure, railings, and fencing shall be provided to the Development Officer with the application of the Construction Permit, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building on the Lands and the character of the surrounding area.

- 3.8.6 Prior to issuance of the first Occupancy Permit, 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.
- 3.8.7 Notwithstanding Subsection 3.8.6, the first 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 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 nine (9) 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.

### **3.9 Signs**

- 3.9.1 Exterior signs shall meet the requirements of the Land Use By-law and shall be generally limited to the following:
- (a) awning signs made of fabric material above ground level windows and doors;
  - (b) facial wall signs and projecting signs at the ground level;
  - (c) facial wall signs on the top level of the Phase C building; and
  - (d) one new ground sign on lot 4A as shown on Schedule B.
- 3.9.2 The existing ground sign located on lot 4R may be permitted to be replaced, provided the new sign complies with the Land Use By-law. No ground signs shall be permitted on lot 4B.
- 3.9.3 Notwithstanding 3.9.1 and 3.9.2, awning, facial wall and projecting signs shall be either non-illuminated or illuminated from the front (not back-lit).

### **3.10 Solid Waste Facilities**

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

### **3.11 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 or masonry walls with suitable landscaping.

### **3.12 Outdoor Lighting**

Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.13 Temporary Construction/Sales 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 and sale 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.

### **3.14 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 of 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 N.S. 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 Water System**

The Lands shall be serviced through a privately operated on-site water distribution system. Pursuant to Section 3.6, it is the responsibility of the Developer to ensure the presence of adequate water quantity and quality to service the development.

#### **4.3 On-Site Sanitary System**

The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. 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 systems. No Development Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by NS Environment respecting the design, installation, construction of the on-site sewage disposal 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 its own expense the Stormwater Management System which conforms to the concept design submitted Development Officer and reviewed by the Nova Scotia Department of Transportation and Infrastructure Renewal pursuant to Section 5.1. 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**

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 building floor areas not otherwise permitted by Section 3.4, and new accessory buildings;
- (b) Minor Changes to the exterior architectural appearance of the buildings, detailed under Section 3.5, including materials and architectural treatments;
- (c) Changes to the landscaping requirements as detailed in Section 3.8 of this Agreement;
- (d) Changes to the signage requirements detailed under Section 3.9 of this Agreement;
- (e) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement;
- (f) The length of time for the completion of the development as identified in Section 7.4 of this Agreement;
- (g) Subdivision of the lands not otherwise permitted by the Land Use By-law and Subdivision By-law for only RPK (Regional Park) and PA (Protected Area) zone uses.

### **6.2 Substantive Amendments**

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and

may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

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

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

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

### **7.3 Commencement of Development**

7.3.1 In the event that development on the Lands has not commenced within 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 six (6) 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: \_\_\_\_\_

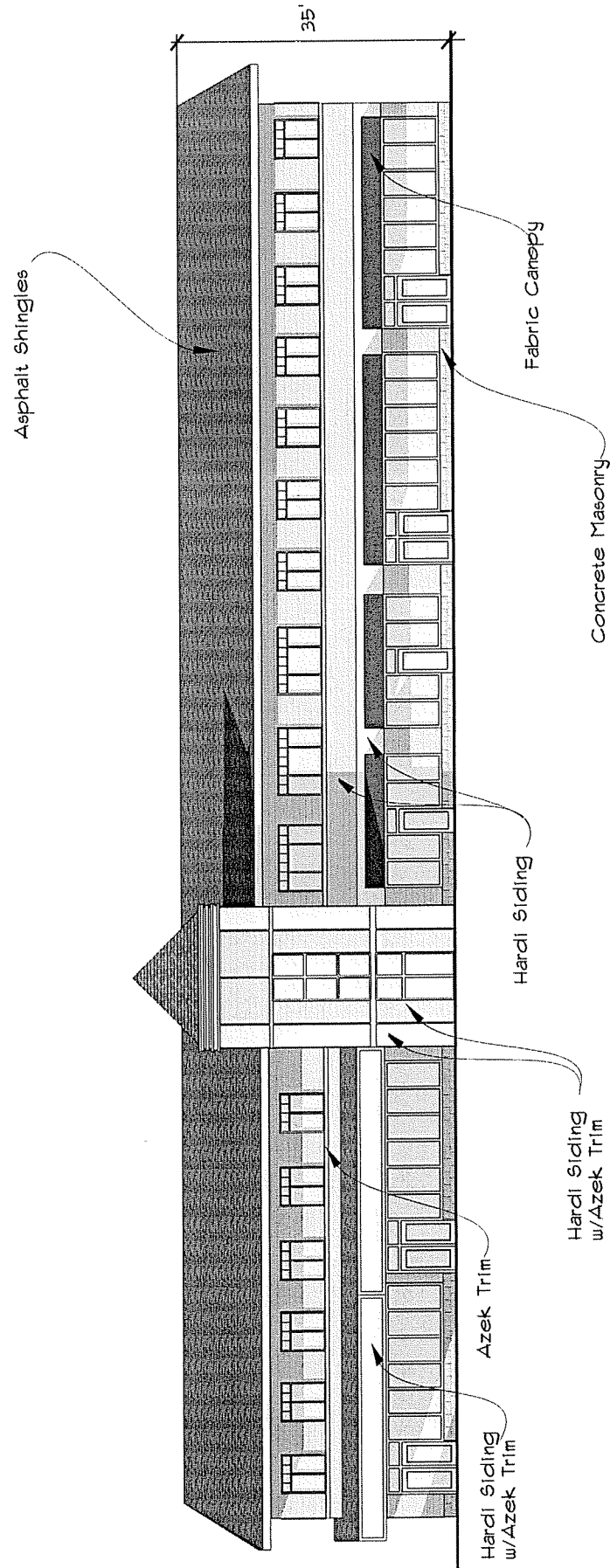
Per: \_\_\_\_\_  
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**HALIFAX REGIONAL  
MUNICIPALITY**

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

Per: \_\_\_\_\_  
Municipal Clerk

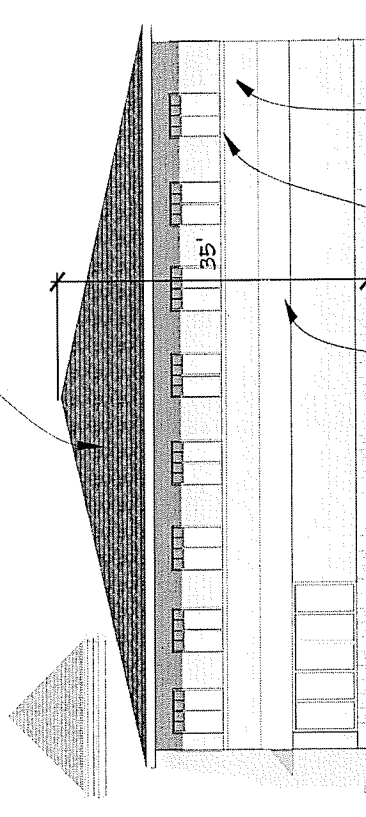




Schedule C - Case #16770  
(West Elevation - Phase C Building)

[illegible]

Asphalt Shingles

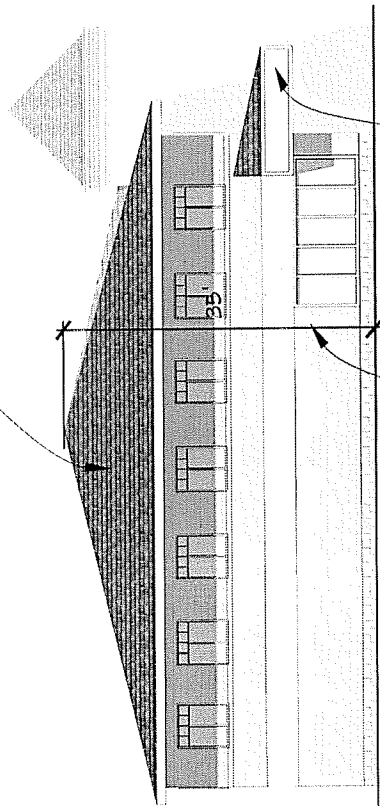


SOUTH ELEVATION

Hardi Siding  
w/Azek Trim

Azek Trim  
Hardi Siding

Asphalt Shingles



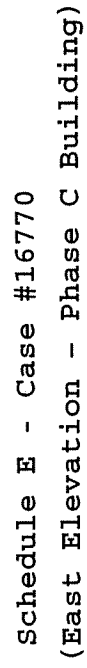
NORTH ELEVATION

Hardi Siding  
w/Azek Trim

Concrete Masonry

Schedule D - Case #16770  
(North/ South Elevations - Phase C Building)

<small>NOTES:</small> 1. All work shall be in accordance with the project specifications and the latest edition of the International Building Code. The architect shall be responsible for obtaining all necessary permits and for coordinating all work with the local authorities. The architect shall be responsible for obtaining all necessary permits and for coordinating all work with the local authorities. The architect shall be responsible for obtaining all necessary permits and for coordinating all work with the local authorities.	<b>PROJECT</b> PHASE C ST MARGARET'S SQUARE TANFALLON, HOWA SCOTIA  CLIENT: MARGARET M. FARES	<b>CONSULTANT</b>  <b>WM FARES</b> ARCHITECTS, L.L.C. 1000 FARM ROAD, SUITE 100 TANFALLON, HOWA SCOTIA 21534 Tel: (410) 451-1000 Fax: (410) 451-1001 www.wmfares.com	<b>CONSTRUCTION</b>  DATE: 08/16/2010 TIME: 10:00 AM SHEET NO: A3	<b>SCALE</b> NTS DATE: 08/16/2010 TIME: 10:00 AM SHEET NO: A3											
					<b>REVISIONS</b>  <table><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	NO.	DATE	DESCRIPTION							
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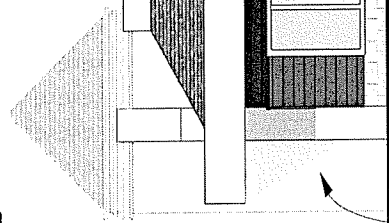
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## (East/ West Elevations - Phase D Building)



SCALE	NTS	DATE	AUGUST 2010
DRAWN	DC	TITLE FOR	
CHECKED	RM	PROJECT NO.	AI
PROJECT NO.		2010-17	

## Asphalt Shingles



25.

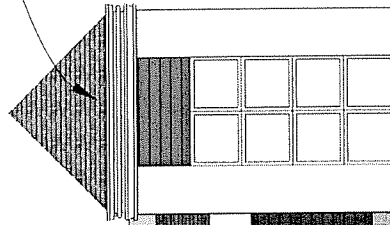
SOUTH ELEVATION

Hardi Siding,  
(Stucco Texture)  
w/Azek Trim

Hardi Siding

Hardi Siding,  
(Stucco Texture)  
w/Azek Trim

## Asphalt Shingles



NORTH ELEVATION

Hardi Siding,  
(Stucco Texture)  
w/Azek Trim

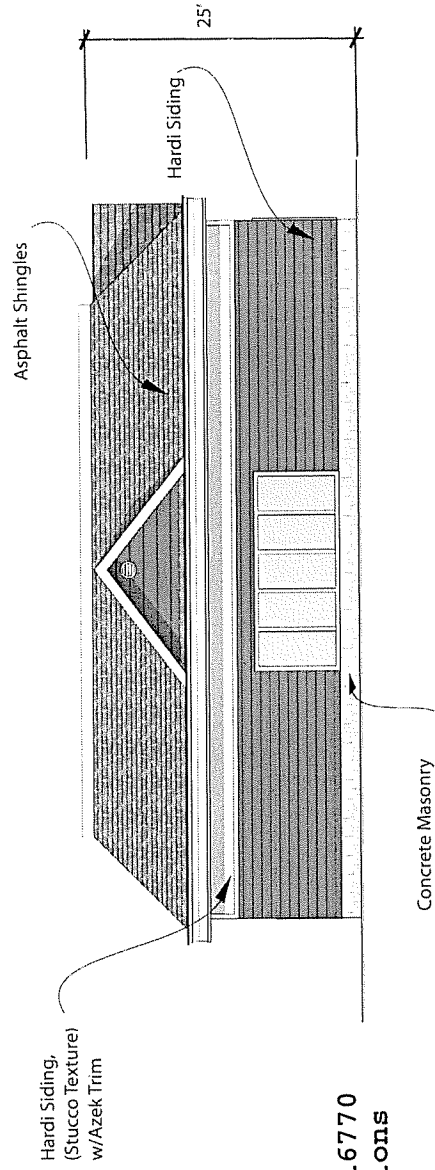
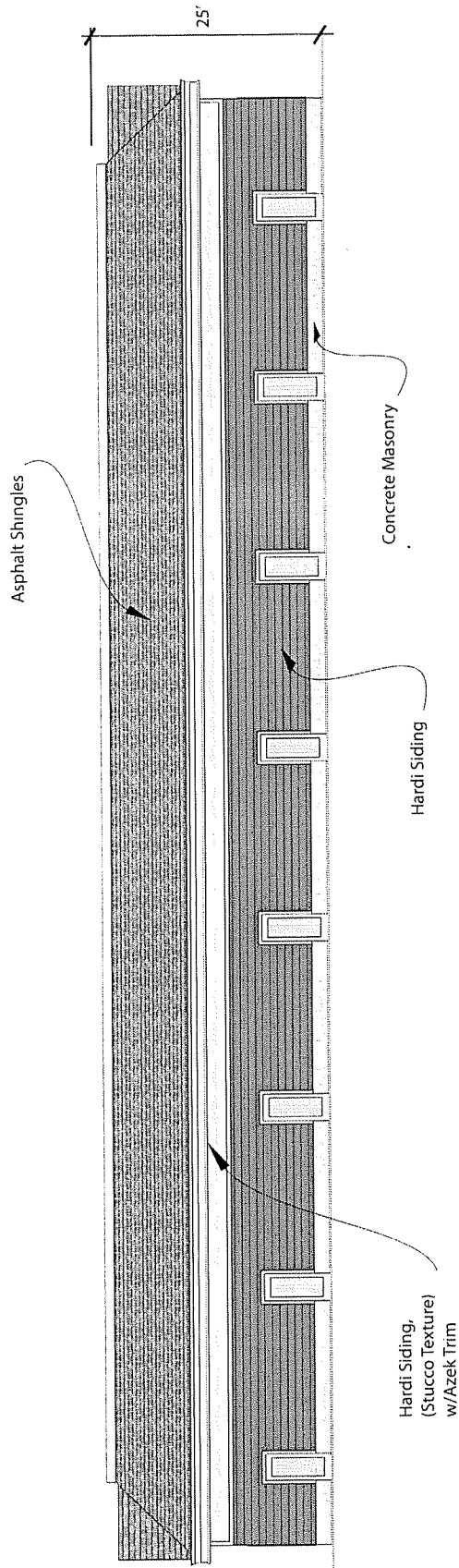
Hardi Siding

## Concrete Masonry

[illegible]







# Schedule I - Case #16770 (East/ North Elevations - Phase E Building)

<p>NOTES: 1. All work shall conform to the project specifications and the City of St. Margaret's Square. 2. The design (S) shall be the responsibility of the architect and shall be subject to the City of St. Margaret's Square. 3. The design (S) shall be the responsibility of the architect and shall be subject to the City of St. Margaret's Square. 4. The design (S) shall be the responsibility of the architect and shall be subject to the City of St. Margaret's Square.</p>	<p>PROJECT: "PHASE E" ST. MARGARET'S SQUARE TAVALLON, ROMA 3001A</p>	<p>CLIENT: WM FARES</p>	<p>ARCHITECT: WM FARES GROUP 1400 15th Street, Suite 100 San Francisco, CA 94103 Tel: (415) 398-1000 Fax: (415) 398-1001 www.wmfares.com</p>	<p>DATE: 02/01/2012</p>	<p>SCALE: 1/8" = 1'-0"</p>	<p>SHEET NO: 2012-02</p>	<p>DATE: 02/01/2012</p>	<p>East / North Elevations</p>
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**Case 16770 Attachment B**  
**Policy Review – Excerpt from the Planning Districts 1 and 3 (St. Margarets Bay) MPS**

<b>Planning Districts 1 and 3 (St. Margarets Bay) MPS – Policy Review</b>	
<b><u>Mixed Use Designations – Policy MU-16(A)</u></b>	
<i>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:</i>	
<b><i>Policy Criteria:</i></b>	<b><i>Staff Comment:</i></b>
<i>(a) the architectural design of building(s) that reinforce the style, character and scale of the area’s traditional built form;</i>	The MPS indicates that “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.” The proposed building materials include fibre cement siding and trim, which is similar in appearance to wood siding and stucco, and asphalt roof shingles. Roofs will be of mansard style and will have flat and sloping elements.
<i>(b) building height, massing, and scale;</i>	The proposed buildings will not exceed two storeys in height. Building footprints (ground-level GFA) are permitted up to a maximum of 24,000 sq. ft. (for the Phase C building), which is compatible with the area’s traditional built form.
<i>(c) adequate separation distances from residential uses;</i>	There are no residential uses in the immediate area.
<i>(d) controls on signage that reinforce the rural character of the area;</i>	The LUB allows for one “ground sign” for each parcel of land. As there are 3 existing parcels (not including Canadian Tire) with one existing ground sign, the LUB would permit 2 additional signs. However, the proposed agreement limits the developer to one new ground sign. In terms of individual commercial signs on the buildings (awning, fascia or projecting signs), these will be required to be non-illuminated or illuminated from the front and will otherwise meet LUB requirements.
<i>(e) site illumination to reduce, where possible, the unnecessary illumination of surrounding</i>	The proposed agreement (Section 3.12) requires that outdoor lighting be directed to portions of the site containing driveways, parking areas and buildings and

<i>properties including reasonable limitations on the hours of illumination;</i>	away from adjacent properties and streets. As there are no surrounding residential uses, restricting the hours of site lighting is not necessary.
<i>(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; and</i>	The existing site is substantially developed and the locations for the proposed buildings are graded and gravelled. The Developer has indicated that there is an agreement in place to deed the remaining 21.5 acre undeveloped portion of the site to the rear and south of the existing Phase B plaza building to the Province. This is a separate transaction which is not required by the proposed agreement.
<i>(g) landscaping features which may be designed to enhance the visual amenity of the building or to mitigate visual impacts</i>	Section 3.8 of the proposed agreement requires that a Landscape Plan (prepared by a landscape architect) be submitted at the permitting stage which requires details of all landscaped areas and a security deposit in the event that the site landscaping is not completed prior to occupancy of the proposed buildings. Additionally, existing landscaped areas will be supplemented with additional tree planting or plant material.
<i>(h) the provision of public access to traditional trails, recreation or parkland areas and lake or coastal frontages;</i>	As indicated in (f) above, the remaining land to the south will be deeded to the province. Access will be via crown land. There is no proposed public access through the St. Margaret's Square development.
<i>(i) the general maintenance of the development; and</i>	The proposed agreement includes clauses regarding solid waste facilities (Sect. 3.10) and maintenance (Sect. 3.14).
<i>(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.</i>	See comments below under Policy IM-9 analysis.

#### **Implementation – Policy 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:*

<b><i>Policy Criteria:</i></b>	<b><i>Staff Comment:</i></b>
<i>(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;;</i>	The proposal meets the intent of the MPS. The agreement requires conformity with all other municipal by-laws and regulations.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	There are no costs to the Municipality. The developer is responsible for all costs associated with the development agreement. See Budget Implications section of staff report.

<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	
<i>(ii) the adequacy of on-site sewerage and water services;</i>	The proposed agreement requires the submission and review by HRM of a detailed Level II groundwater assessment as well as approval from N.S. Environment of on-site sewage treatment facilities prior to the issuance of a Construction Permit.
<i>(iii) the adequacy or proximity of school, recreation or other community facilities;</i>	There are no impacts on school, recreation or other community facilities.
<i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i>	As there will be additional site work undertaken within the Highway No. 3 right-of-way, the proposed agreement requires that permit be granted by NSTIR prior to the issuance of a municipal Construction Permit.
<i>(v) the potential for damage to destruction of designated historic buildings and sites.</i>	There are no designated historic buildings and sites abutting or adjacent to the subject properties.
<p><i>(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:</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>	The land uses which are abutting or adjacent to the subject properties are commercial in nature (Canadian Tire, Atlantic Superstore). 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. Any additional work within the Highway No. 3 right-of-way, as indicated above, will require that permit approvals be granted by NSTIR.
<i>(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</i>	The site is either developed or gravelled and pad ready for the proposed buildings. The remaining 21.5 acre undeveloped portion of the site to the rear and south of the existing Phase B plaza building, which includes watercourses, will be deeded by the developer to the Province. Nevertheless, the proposed agreement requires the submission and review of site disturbance,

	sedimentation and erosion control, and stormwater management plans prior to the issuance of Construction permits for the new buildings.
<i>(e) any other relevant matter of planning concern</i>	Not applicable.
<i>(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.</i>	Not applicable.

**ATTACHMENT C - PUBLIC INFORMATION MEETING MINUTES  
HALIFAX REGIONAL MUNICIPALITY  
CASE # 16770**

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**7:00 p.m.  
Wednesday, April 13, 2011  
Tantallon Public Library, Halifax**

**IN ATTENDANCE:** Paul Sampson, Planner, HRM Planning Services  
Shanan Pictou, Planning Technician, HRM Planning Services  
Sharlene Seaman, Planning Controller, HRM Planning Services  
Councillor Peter Lund  
Applicant, Cesar Saleh  
Applicant, Sarah Parsons

**PUBLIC IN  
ATTENDANCE:** Approximately 30

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The meeting commenced at approximately 7:00 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 Councillor present. He welcomed everyone and thanked them for coming.

He stated that the reason for the meeting was to review an application that HRM received from W.M. Fares Group. The application was for a development agreement to allow for three additional commercial buildings within St. Margaret's Square development, Hwy. #3, Upper Tantallon.

From the meeting, Mr. Sampson wanted to provide information on the application and the proposal, explain the process and receive feedback from the public.

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

**Mr. Sampson** reviewed the planning process. He stated that after the public meeting, there would be a staff review by HRM and the Province; it would be brought forth for a Watershed Advisory Board recommendation. A Staff Report would be prepared and a Public Hearing would be held, where there would be a decision by Community Council to accept or reject. There is an appeal process at which time any appeals can be submitted to the Nova Scotia Utility and Review Board (NSUARB).

Mr. Sampson showed the site and its current context. He advised that Council shall consider the following, when making a decision:

- Policies MU-16a, IM-9
- Architectural design of buildings (incl. scale, height, massing);
- Site landscaping;
- Signs and site lighting;
- Traffic, site access, parking;

- Public access to trails, recreation areas, etc.
- Impact on watercourses;
- Any other planning matters

Mr. Sampson turned the floor over to the developer, Cesar Saleh.

### **3. Presentation of Proposal – Cesar Saleh**

Cesar Saleh introduced himself and thanked everyone for coming. He showed numerous projects that the W.M. Fares Group has worked on and completed. He noted the site location for the proposed project and showed multiple views and elevations for each phase. He stated that each of the three buildings would have materials, such as, hardy siding and asphalt shingles. The W.M. Fares Group wanted to incorporate materials that are used locally.

He stated that the first building, called phase C, would be 2 stories, have an elevation of 35 feet and would be 17,000 square feet. The second, called phase D, would be 1 storey, have an elevation of 25 feet and would be 75,000 square feet. The third, called phase E, would be 1 storey, have an elevation of 25 feet and would be 17,000 square feet.

Mr. Saleh showed the overall site perspective and gave the merits of the proposal:

- The proposed project is the final phase of Saint Margaret's Bay Square which completes the planning initiated in 2006;
- The proposed neighbourhood commercial uses are consistent with the initial plan and are intended to complement and strengthen our commercial investment while catering to the needs of the local community;
- The proposed commercial buildings are consistent with the studies and approvals granted to the overall development. They are also consistent with the 3.5 million dollar infrastructure investment completed to accommodate Saint Margaret Square;
- The building architecture, mass, scale, materials and colors are compatible with adjacent uses and intended to be friendly and welcoming additions;
- The size, location and the orientation of the proposed buildings provide for maximum setbacks from adjacent uses, and ample green space;
- Through collaboration with the Saint Margaret's Bay Stewardship Association and the Province of NS, we are in the process of donating 22 acres of land to the Province as a protected area. This coordinated effort is to further our commitment to the St. Margaret's Bay community.

He passed the floor back to Mr. Sampson.

### **5. Questions/Comments**

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

**Stewart Hayne**, Tantallon, expressed concern about the size of the parking lot. He feels that the "crossroads" are valuable because there aren't any big parking lots located there. He would like to avoid having a parking lot like the one at the Hubley center. He also showed concern for the lack of islands and lighting in the parking lot.

Mr. Saleh stated that the parking space is governed by the Land Use By-law (LUB) and it is

required to service the development. He advised that there would be no parking on St. Margaret's Bay Road. This would be more of a courtyard. He noted that when the site is engineered, there will be ample lighting. The lack of islands in the parking lot is because in the winter time, it is much harder for the snow plows to upkeep. He stated that he would look into it.

Mr. Hayne asked if that was the minimum parking lot size.

Mr. Saleh stated that is was, as per the LUB.

Paul Sampson stated that they would be looking into the plan in more detail.

Councilor Lund Talked about the existing parking lots, noting that Canadian Tire has started a foot path and he encouraged W.M. Fares to finish it. He would like for the development to fit in and be an inviting place for people to gather. He suggested such detail as a picnic table or seating area, with benches.

Mr. Saleh stated that after the process, the site will look more complete.

**Phil Varey**, Seabright, would like to see foot traffic encouraged in between the buildings. This would lessen driving and reduce the environmental impact. He is worried that overbuilding will cause empty storefronts, which would not be good for the community.

Mr. Saleh stated that pedestrian circulation, between buildings, would be a good idea and he would look into it. He has to look at practicality and safety first. Right now, the buildings about 90 percent full, as far as lease holders. He stated that they wouldn't build these buildings without knowing that they would be occupied. He stated that they are currently negotiating phase E with a client and that there is interest and activity. The buildings would not be empty.

Mr. Sampson stated that there are some landscaping and other improvements and connections that can be made.

**Christina Park**, Tantallon, expressed concern for the lighting on the street. She also asked which way the traffic volume would be increased.

Mr. Saleh stated that there was a traffic study and it indicated that there would have to be some upgrades to accommodate all of the uses on the site.

Unknown speaker asked if there would be LED and down lighting in the parking lot.

Mr. Saleh stated that there would be both LED and down lighting.

Unknown speaker asked what efforts had been made for excess water run-off.

Mr. Saleh stated that CBCL consultants had done a study and there will be proper engineering upon building the site and afterwards to manage water run-off.

**Terry Pulsyter**, Tantallon, stated that he had run-off water issues on his land and HRM advised him that they had no jurisdiction on where the drainage water runs.



There was some general discussion concerning the issue.

Paul Sampson stated that run-off water issues could be addressed in the development agreement.

Councilor Lund stated that Western Region Community Council would be passing a motion stating that HRM staff would work with other departments, in the broader scope of drainage issues, in the near future.

**David Guitard**, Owner of Canadian Tire, Tantallon, stated that he is responsible for paying the fee for someone to check the water run off once per month. It is regulated with the Department of Environment but the business owner is responsible.

**Carl Breckenridge**, Peggy's Cove Road, asked if there was an assessment completed to ensure that there is enough water and how the septic would be taken care of.

Cesar Saleh stated that CBCL done a ground water assessment and the buildings fall within the guidelines. He stated that the report is available on-line. They would be digging three new wells, one for each building but they have yet to determine exactly where the wells will be located and the design. They are reviewing the existing and adjacent wells. A septic system, designed to accommodate the three buildings, is already in place and they fall within the consumption perimeters.

**Tam Hill** expressed interest in catching water run-off for re-use.

Stewart Hayne stated that he is concerned about the building which houses multiple tenants (phase E) as it looks like a "big box store".

Mr. Saleh stated that it is a multi-tenant building that will have service shops on the ground floor. It will not be the same tenant all throughout. He already has one tenant that is interested in 10,000 square feet and the other 7,000 square feet could be used by up to three other tenants.

Councilor Lund asked if the colors were finalized. He also asked if the roofing styles were pitched or flat.

Mr. Saleh stated that the colors were not finalized. He noted that phase C would have a pitch roof and phase D & E would have a flat, mansard type of roof.

**Eileen Cody**, Glen Haven, stated that she would like to see the design of the buildings reflect the community and the culture of St. Margaret's Bay.

Mr. Saleh stated that when the buildings were designed, they wanted them to resemble the residential look of the community. They chose to have asphalt roofing; similar window sizes as the homes in the area have, siding, not brick and they went with a height that is reflective of a house in the area, 25 to 35 feet. They feel that this reflects the local area. They are looking for a friendly and compatible project.

Ms. Cody is concerned about signage as she feels the Lawton's sign is too big and ugly. She is concerned because it is a rural area.

Mr. Saleh stated that the development agreement will include such things as the size of signs, landscaping, etc. That is what will be agreed upon. He encouraged the public to give their opinions

and suggest any changes.

Mr. Sampson stated that the development agreement can address signage but that will not affect the existing buildings. Any new buildings would have to adhere to the development agreement.

Tam Hill asked why the buildings could not be placed differently on the site. She feels that it would be better to face them towards the road as it would give it more of a village feeling.

Mr. Saleh stated that the buildings are placed to accommodate several tenants.

Mr. Sampson stated that the development agreement can stipulate the size of the buildings as well as their placement and location.

**Bob Ziegler**, Tantallon, stated that he would like the buildings to better accommodate a coastal village as that is what Tantallon is. He would like the buildings to be rotated so it could be enjoyed by people walking that road.

**Shelley Webb**, Hackett's Cove, asked if W.M. Fares Group would be using environmentally friendly uses for construction. She believes that they could set a standard in the building process.

#### **6. Closing comments**

Paul Sampson asked for any other questions, gave his contact information and thanked everyone for attending the meeting.

#### **7. Adjournment**

The meeting adjourned at approximately 8:25 p.m.