

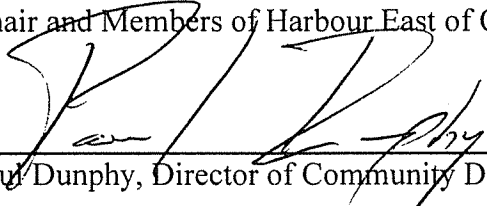


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

8.1.1

Harbour East Community Council
August 7, 2008

TO: Chair and Members of Harbour East of Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: July 16, 2008

SUBJECT: Case #01083 - Development Agreement - Commercial Plaza, Cole Harbour/Westphal

ORIGIN

Application by Geoff Keddy, Architect and Associates Ltd, on behalf of Jehad Khoury Holdings LTD, for a development agreement to permit a 1,858 sq m (20,000 sq ft) commercial plaza at 1200 and 1216 Cole Harbour Road (PID#s 00406850 and 00407635), Cole Harbour.

RECOMMENDATION

It is recommended that Harbour East Community Council:

1. Give Notice of Motion to consider a development agreement as provided in Attachment A to this report, to permit a commercial plaza at 1200 and 1216 Cole Harbour Road, and schedule a public hearing;
2. Approve the development agreement, as contained in Attachment A to this report; and
3. Require that the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

On October 17, 2007 Geoff Keddy Associates, on behalf of Jehad Khoury Holdings LTD, applied for an application for a 1,858 sq m (20,000 sq ft) multi-tenanted commercial building with an attached drive through. The proposed application is on the site of a former gas station which currently stands vacant and a multi-tenanted building. The brownfield site with the former gas station has been remediated to provincial standards and is an appropriate location for a commercial building.

Location, Designation and Zoning

- Location: 1200- 1216 Cole Harbour Road, near Bissett Road (Map 1);
- Lot size: 1200 Cole Harbour Road 39,371 sq ft (3,657.57 sq metres) and 1216 Cole Harbour Road 35,364 square feet (3,285.32 sq metres);
- Designation: Community Commercial, which permits a broad range of commercial uses;
- Zone: C-2 (Attachment C);
- Watercourses on its southern and western boundaries; and
- Adjacent to two residential apartment buildings.

Enabling Policy

Policies CC-3 and CC-6 in the Cole Harbour/Westphal Municipal Planning Strategy (MPS) allows for the consideration of a commercial building with a drive through with up to a maximum of 1,858 sq m (20,000 sq ft) by development agreement (Attachment B). This policy requires Council to consider such issues as: access, buffering from residential, landscaping, parking and loading and architectural details in addition to the general implementation policy of IM-11.

DISCUSSION

Staff are satisfied that the application meets the intent of policies CC-3, CC-6 and IM-11, as well as all other applicable policy within the MPS. The following issues have been identified as significant topics that require further review.

Watercourses/ Buffering

The site abuts two watercourses that are part of the Bissett Run system and drain into Bissett Lake, which ultimately drains into Cow Bay. The application generally meets the 20 metre setback requirements. However, there are two corners of the building where the setbacks are 18.9 metres (62 feet) and 19.2 metres (63 feet). The existing situation on the lot includes an accessory building within 7.86 metres (25 feet) of the watercourse as well as large amounts of paving in the required buffer area. The applicant is proposing to improve these areas and to naturalize these lands in order to protect the watercourses. Due to the fact that the existing situation on the lot includes greater encroachments into the watercourse setbacks and that the building largely meets the required watercourse setbacks, staff are satisfied that the application meets the intent of the watercourse setback policy.

To further alleviate concerns about potential ramifications to the watercourses, non-disturbance areas have been identified around the watercourses. In these areas, activities are restricted to removal of fallen or diseased trees, natural pathways, the pedestrian bridge and any activity designed to stabilize the natural area. By identifying these areas as non-disturbance areas and restricting the permitted activity within these areas, the watercourses are further protected from potential impacts from the development. The site is constrained by the location of the watercourses and, due to the fact that this is an existing situation, and in order to provide adequate parking, landscaping and buffering, staff are satisfied with the proposed watercourse setbacks.

Landscaping/ Compatibility

The proposed Landscaping Plan provides improved watercourses protection, including non-disturbance areas around the watercourses, provides buffering from the neighbours and improves the aesthetics of the building. This plan identifies areas that are to be improved by the removal of a building and paving and replaced with vegetation. These areas will be stabilized and naturalized around the watercourses in order to alleviate the impacts that the development may have and to prevent damage to other water bodies further downstream. Landscaping is also proposed along Cole Harbour Road to soften the building's appearance from the street.

In addition to the proposed landscaping the applicant is proposing to build a pedestrian bridge that will connect with a proposed subdivision behind the property. Further more, there is a potential for this bridge to be integrated into plans for an extension to the Cole Harbour Trail system. This pedestrian bridge encourages active transportation and could help alleviate vehicular pressures on this site.

Drive through

The applicant was originally proposing a drive through on the site and the public was informed at the public information meeting about this intent. However, due to the constraints posed by the watercourses the drive through has been removed. Should any of the watercourses end up piped, the applicant would be able to apply for a non-substantive amendment to add a drive through.

Flooding

The area surrounding the site is known as an area with flooding concerns. Flooding concerns for this site are limited as the building will not have a basement and the development agreement requires the building to be appropriately flood proofed.

Servicing

The property is serviced by the Eastern Passage Treatment Plant which is currently operating at or near capacity. Applications to increase density in areas serviced by this plant generally receive a negative recommendation. However, a 929 sq m (10,000 sq ft) commercial building could be developed as-of-right on each lot for a total as-of-right building size of 1,858 sq m (20,000 sq ft).

As this application is for a building of the same size that could be permitted as-of-right, staff do not have servicing capacity concerns with this building.

Architectural Details

The building provides a variety of architectural treatments that create visual interest such as varied roof lines, a mixture of building materials and window treatments. Varying the building materials help to break up the bulk of the building, but still provides visual consistency as the same materials are used in different forms across the building. To ensure that the development is aesthetically pleasing from all sides, the development agreement does not allow for large expanses of blank wall and the developer has proposed treatments on all sides of the building.

Parking

For a multi-tenanted commercial development, the Cole Harbour/Westphal Land Use By-law currently would require 110 spaces for this site. In order to protect the watercourses and provide appropriate landscaping, the applicant is proposing 86 spaces. Additionally, the applicant is proposing a pedestrian bridge that would connect with a proposed subdivision to the south of the property. This pedestrian bridge would encourage more active forms of transportation and reduces the need for additional vehicular parking on the site. Staff are satisfied that the proposed parking area will adequately service this site.

Public Meeting\Area of Notification

A public information meeting was held on March 26, 2008, with approximately 12 members of the public in attendance. The focus of the discussion was about watercourse protection, drive through operation, servicing and potential flooding.

Should Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 1 will be sent written notification.

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 approved budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Council may choose to approve the draft development agreement. This is the recommended course of action for the reasons stated in this report.

2. Council may choose to alter the terms of the draft development agreement. This may necessitate further negotiations with the applicant, and may require an additional public hearing.
3. Alternatively, Council may choose to refuse the entire draft development agreement. Pursuant to Section 230(6) of the *Municipal Government Act*, Council must provide reasons for this refusal, based on the policies of the Municipal Planning Strategy. This is not recommended as the proposal reasonably carries out the intent of the Municipal Planning Strategy.

ATTACHMENTS

Map 1: Location and Zoning

Map 2: General Future Land Use Map

Attachment "A": Draft Development Agreement

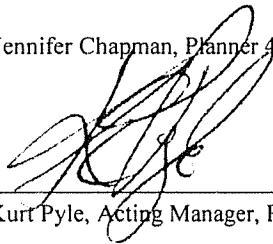
Attachment "B": Excerpts from the Cole Harbour/Westphal MPS

Attachment "C": Excerpts from the Cole Harbour/Westphal Land Use By-law

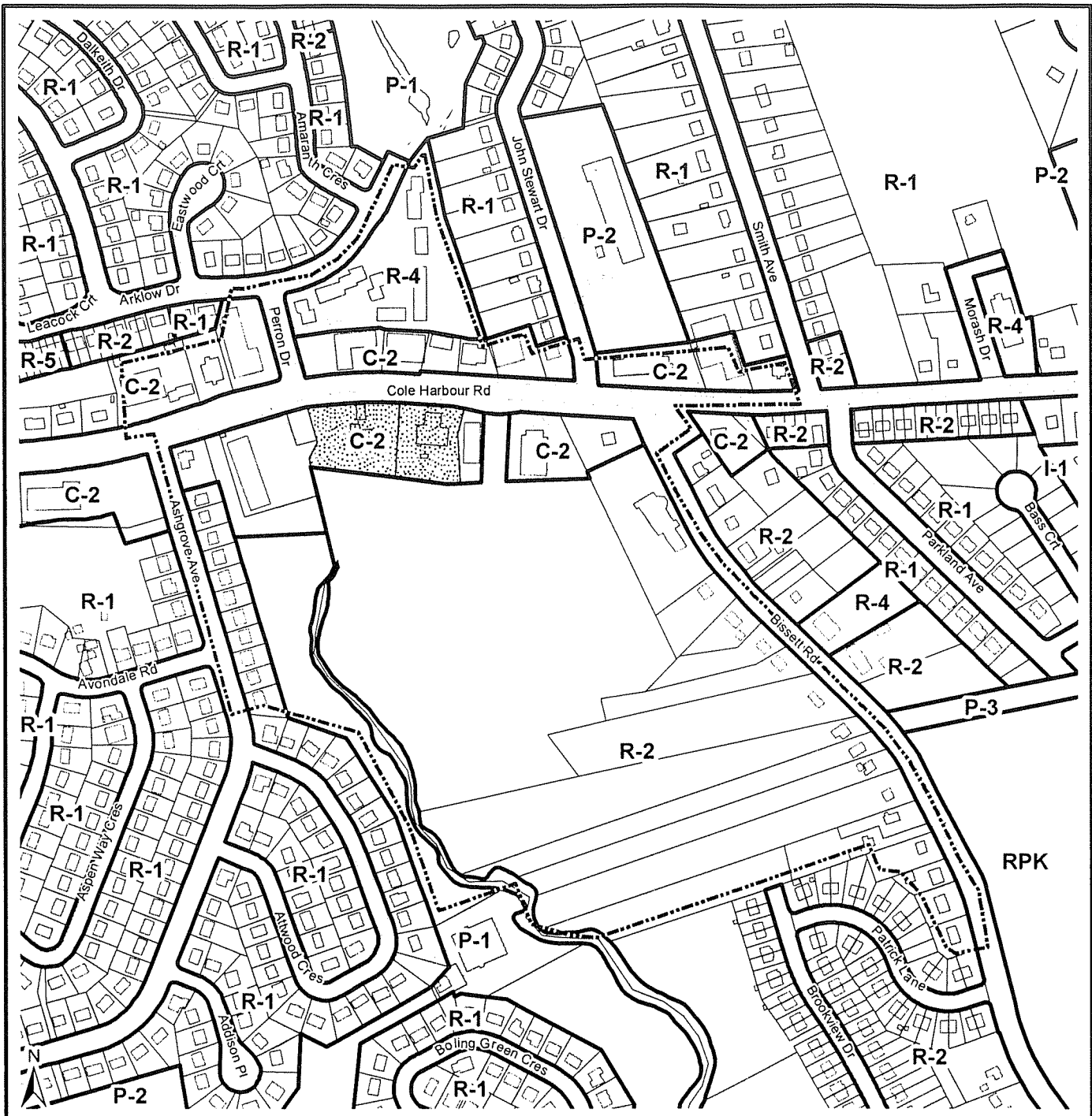
Attachment "D": March 26, 2008: Public Information Meeting Minutes

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 : Jennifer Chapman, Planner 490-3999





Report Approved by: Kurt Pyle, Acting Manager, Planning Services, 490-7066



Map 1 - Location and Zoning

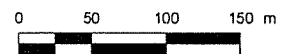
1200 and 1216 Cole Harbour Road
Cole Harbour

-  Subject property
-  Area of notification

Cole Harbour/Westphal
Plan Area

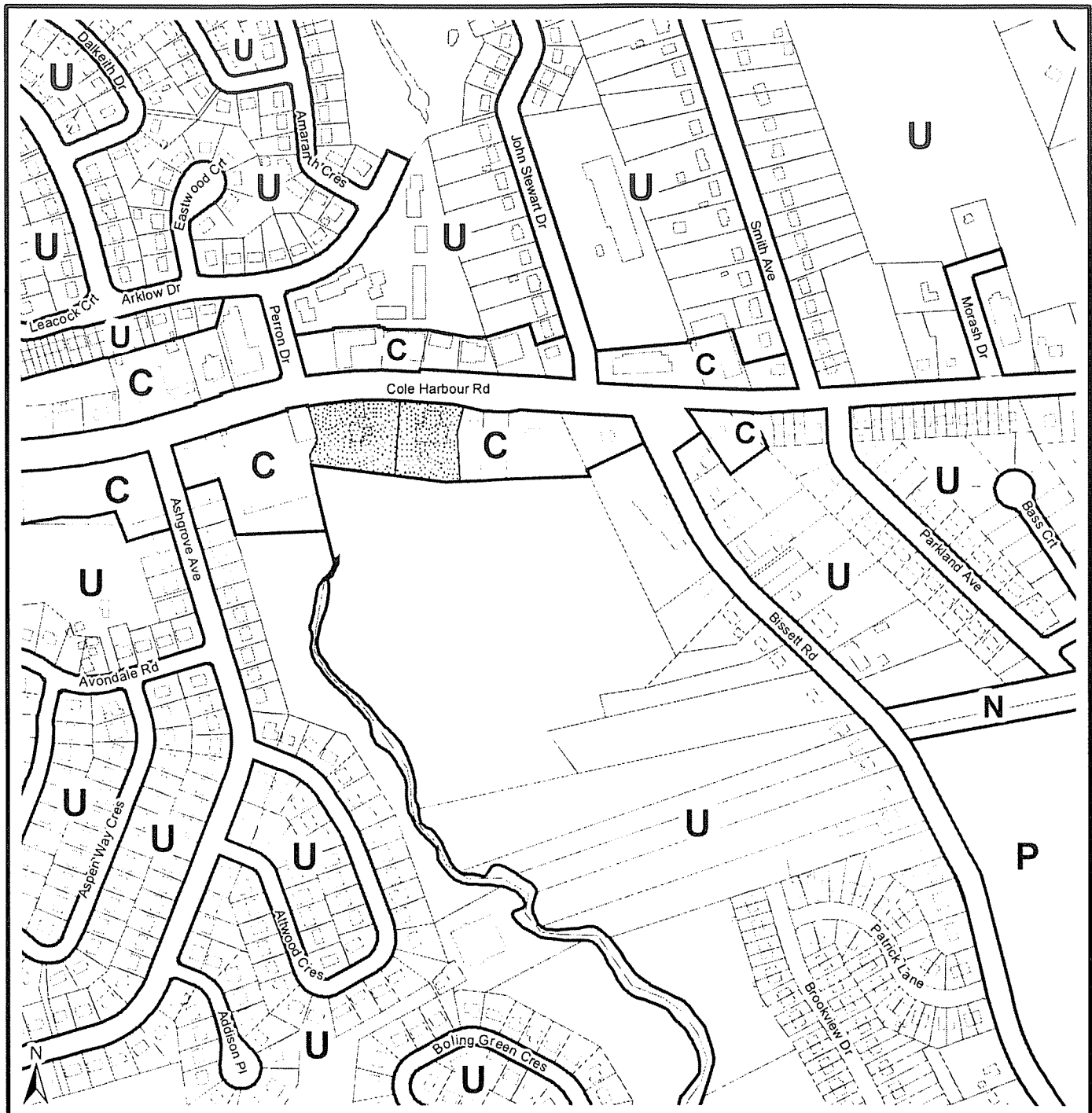
Zone

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-4 Multi-unit Dwelling
- R-5 Rowhouse Dwelling
- C-2 General Business
- I-1 Light Industry
- P-1 Open Space
- P-2 Community Facility
- P-3 Provincial Park
- RPK Regional Park




This map is an unofficial reproduction of a portion of the Zoning Map for the Cole Harbour/Westphal Plan Area

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



Map 2- Generalized Future Land Use

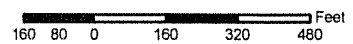
1200 and 1216 Cole Harbour Road
Cole Harbour

 Subject area

Cole Harbour/Westphal
Plan Area

Designation

- C Commerical
- P Park
- U Urban
- N No Bylaw



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for Cole Harbour/Westphal Plan Area.

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

Attachment "A"
Draft Development Agreement

THIS AGREEMENT made this day of , 2008,

BETWEEN:

Jehad Khoury Holdings LTD
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1200 and 1216 Cole Harbour Road (PID#'s 00407635 and 00406850), Cole Harbour 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 a 1,858 square metres (20,000 square feet) commercial building on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies CC-3, CC-6 and IM-11 of the Cole Harbour/ Westphal Municipal Planning Strategy;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 01083;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Cole Harbour/ Westphal Land Use By-law and the Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

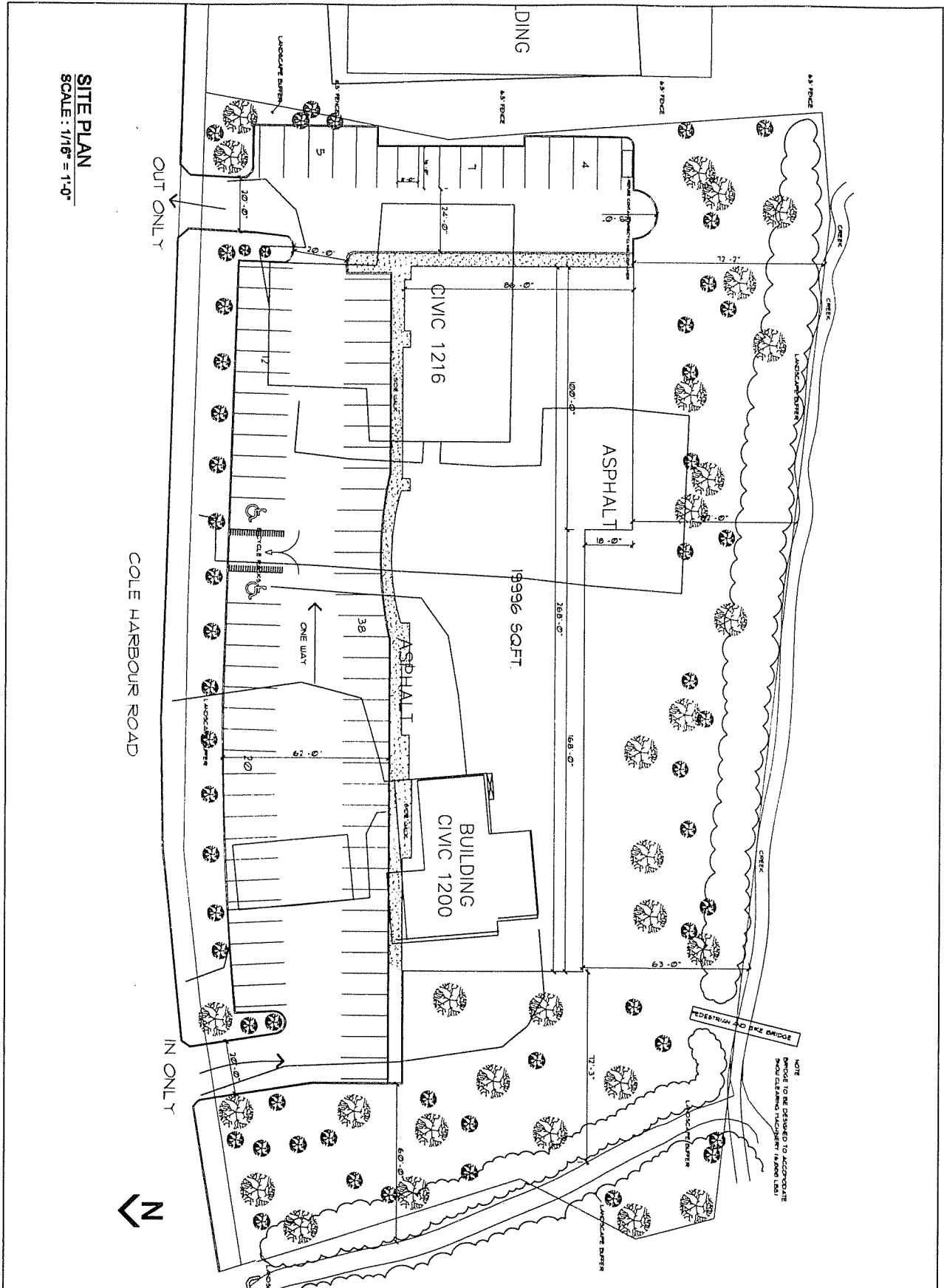
Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or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

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 HRM 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.

1.4 Conflict

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.

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.



SITE PLAN
SCALE: 1/16" = 1'-0"

COLE HARBOUR ROAD



NOTE TO BE CHANGED TO ACCORDANCE WITH THE 1997 CANADIAN NATIONAL BUILDING CODE

GEOFF KEDDY & ASSOCIATES
ARCHITECTURE
INTERIOR DESIGN

5357 INGLIS STREET
HALIFAX, N.S. B3H 1J4
PH: 420-9400
geoffkreddy@eastlink.ca

PROPOSED PLAZA

COLE HARBOUR ROAD

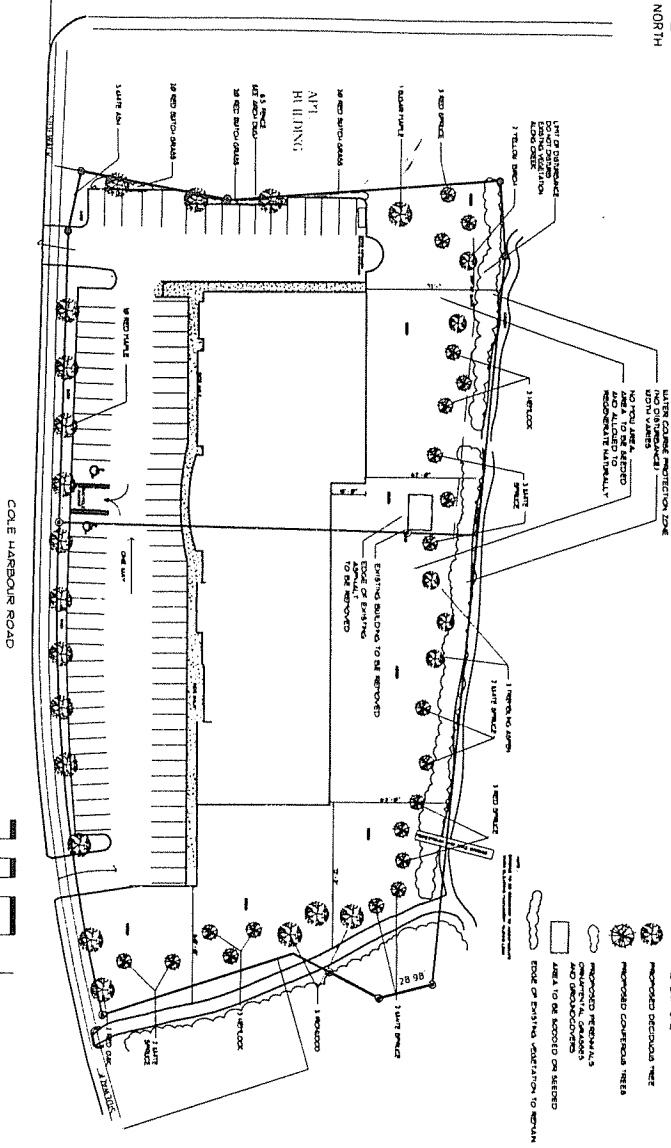
SCHEDULE - B
SITE PLAN

A2



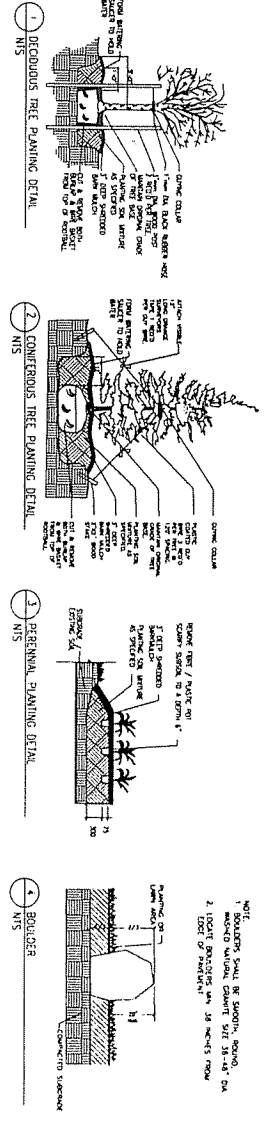
NORTH

SITE PLAN



LEGEND

- PROPERTY LINE
- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE
- REMOVED DECIDUOUS TREE
- REMOVED CONIFEROUS TREE
- ☰ CONSTRUCTION, DETAILS AND PROJECTIONS
- ☐ AREA TO BE ACCORD OR KEEP
- EDGE OF EXISTING VEGEATION TO REMAIN



- NOTE:
 1. BOLLARDS SHALL BE 4" DIA. (36") HIGH
 2. LOCATED ON CURBS AND SHALL BE 18" DIA. (36") HIGH
 3. SEE SCHEDULE 'C'

PLANT LIST

SYM	DESCRIPTION	SOY SYMBOL	SIZE
1	PROPOSED DECIDUOUS TREE	○	18" DIA.
2	PROPOSED CONIFEROUS TREE	●	18" DIA.
3	REMOVED DECIDUOUS TREE	○	18" DIA.
4	REMOVED CONIFEROUS TREE	●	18" DIA.
5	CONIFEROUS TREE, DETAILS AND PROJECTIONS	☰	18" DIA.
6	AREA TO BE ACCORD OR KEEP	☐	-
7	EDGE OF EXISTING VEGEATION TO REMAIN	○	-

WORK AND SPECIFICATIONS

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND INSURANCE FOR THIS PROJECT. ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. ANY OBSTRUCTION SHALL BE REMOVED IMMEDIATELY UPON REQUEST.
- ALL PLANTING SHALL BE INSTALLED AND MAINTAINED ACCORDING TO THE CITY ENGINEER'S SPECIFICATIONS. ALL PLANTS SHALL BE INSTALLED AND MAINTAINED ACCORDING TO THE CITY ENGINEER'S SPECIFICATIONS.
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GEOFF KEDDY & ASSOCIATES
ARCHITECTURE & ASSOCIATES
INTERIOR DESIGN

5357 INGIS STREET
 HAWAII, N.S. B.H. 1/4
 PH: 420-9400
 geoffkedy@cox.net

PROJECT:
PROPOSED PLAZA
COLE HARBOUR ROAD
HAWAII, HI

TITLE:
LANDSCAPE PLAN
Schedule C

Client Name:
LANDSERG ARCHITECTS
5320 HANALEI PIKE
HAWAII, HI 96741

NO.	REVISION	DATE	BY

DATE: MAY 2008
SCALE: AS SHOWN
DRAWN BY: UA
CHECKED BY: UA

Alan Ross

L1

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 regulations, by-laws or codes applicable to any 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 All words unless otherwise specifically defined herein shall be as defined in the Cole Harbour/Westphal Land Use By-law and Subdivision By-law.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 SCHEDULES

3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is in conformance with the Schedules attached to this Agreement:

The schedules are:

- Schedule A Legal Description of the Lands;
- Schedule B Site Plan;
- Schedule C Landscaping Plan;
- Schedule D Building Elevations;
- Schedule E Erosion and Sedimentation Control Plan (Guidelines); and
- Schedule F Site Grading Plan.

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of any municipal permits, the Developer shall complete the MICI (Multi-unit/ Industrial/ Commercial/ Institutional) process.

3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Lighting Plan in accordance with Section 3.6 of this Agreement;
- (b) Landscaping Plan in accordance with Section 3.7 of this Agreement;

- (c) Grading Plan with existing and proposed grades in accordance with Part 5 of this Agreement; and
- (d) Subdivision plan that shows the lot consolidation.

3.2.3 Prior to the issuance of a Development Permit, a Grading Plan with existing and proposed grades shall be provided to the Development Office, in accordance with Part 5 of this Agreement.

3.2.4 Prior to the issuance of a Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to Part 5 of this Agreement;
- (b) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to Part 5 of this Agreement; and
- (c) 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 Section 3.7 of this Agreement.

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

3.3 GENERAL DESCRIPTION OF LAND USE

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

- (a) A 1,858 square metres (20,000 square feet) commercial building; and
- (b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Cole Harbour/ Westphal Land Use By-law as amended from time to time.

3.4 SITING AND ARCHITECTURAL REQUIREMENTS

- 3.4.1 The Developer agrees that the building constructed on the Lands shall generally comply with Schedule B.
- 3.4.2 The building shall be constructed with low flow fixtures throughout, including but not limited to low flow shower heads, low flow faucet aerators and ultra low flow insulated toilets.
- 3.4.3 The façades facing Cole Harbour Road shall be designed and detailed as primary façade, as shown on Schedule D. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.4.4 The façades facing Cole Harbour Road must be sufficiently transparent to provide view of the interior of the building. All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows.
- 3.4.5 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 the facades to provide shelter, and encourage pedestrian movement.
- 3.4.6 Further to subsection 3.4.3 large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of textural plantings and trellises, or architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.) as identified on the Schedules.
- 3.4.7 Any exposed foundation in excess of 0.5 metres (1.6 ft) in height shall be architecturally detailed, veneered with stone or brick or an acceptable equivalent in the opinion of the Development Officer.
- 3.4.8 Exterior building materials shall not include vinyl siding but may include any one or more of the following:
- clay masonry;
 - noncombustible cladding;
 - concrete split face masonry;
 - cut stone masonry;
 - random stone masonry; or
 - acceptable equivalent in the opinion of the Development Officer.

- 3.4.9 All vents, down spouts, flashing, electrical conduits, metres, 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.
- 3.4.10 The building shall be designed such that the mechanical systems (HVAC, cooking exhaust fans, etc.) are not visible from Cole Harbour Road or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. No exhaust fans shall be permitted to face the adjacent residential properties that exist at the time of construction.
- 3.4.11 The Developer shall ensure appropriate flood protection mechanisms are incorporated in the construction and design of the building.
- 3.4.12 The Developer shall be entitled to minor modifications to the architectural requirements of this section provided the changes are minor in nature, in the opinion of the Development Officer and comply with the intent to this Agreement.

3.5 PARKING, CIRCULATION AND ACCESS

- 3.5.1 The parking area shall be sited as generally shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on Schedule B.
- 3.5.2 The parking area shall provide a minimum of 86 parking spaces and shall be hard surfaced.
- 3.5.3 The limits of the parking area shall be defined by fencing and/or landscaping and/or curb.
- 3.5.5 The Developer shall be entitled to minor modifications to the parking, circulation and access requirements of this section provided the changes are minor in nature, in the opinion of the Development Officer and comply with the intent to this Agreement.

3.6 BUILDING AND SITE LIGHTING

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

- 3.6.2 The Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:
- (a) The location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices.
 - (b) Sufficient detail will be provided to enable the Development Officer to ensure compliance with the requirements of this article will be secured. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.
 - (c) Should the Developer desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause.

3.7 LANDSCAPING AND BUFFERING

3.7.1 Landscaping Plan

A detailed Landscaping Plan prepared by a Landscape Architect (that is a full member, in good standing, of Canadian Society of Landscape Architects) shall be submitted with the application for Construction Permit. The detailed Landscaping Plan shall include, as a minimum, planting as identified in this Agreement and shall identify measures to provide a buffer and/or screening between the building and adjacent residential properties as well as for aesthetic enhancement. The Plan should maintain as much of the natural landscape and vegetation as can be reasonably achieved.

- 3.7.2 Planting details for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.7.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.7.4 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.

Landscape Details

- 3.7.5 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as the pedestrian bridge shall be provided to the Development Officer, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building and the character of the surrounding area.
- 3.7.6 The Development Officer shall consult with Parkland Planning, prior to approval of the location of the pedestrian bridge.
- 3.7.7 The pedestrian bridge shall be designed to be used four seasons of the year and will be built to support snow removal equipment.
- 3.7.8 Notwithstanding the above Landscaping requirements the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 120 percent of the estimated cost to complete the landscaping. 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 MAINTENANCE

- 3.8.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, 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 removal/salting of walkways and driveways.
- 3.8.2 All disturbed areas shall be reinstated to original condition or better.

3.9 CONSTRUCTION/SALES TRAILER

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

3.10 OUTDOOR STORAGE AND DISPLAY

Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Cole Harbour Road and abutting residential properties along the property lines. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing/masonry walls with suitable landscaping.

3.11 HOURS OF OPERATION

3.11.1 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 9:30 pm Monday through Friday and on the weekends and holidays between the hours of 9:00am and 9:30 pm.

3.11.2 The hours of operation for businesses within the building shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 OFF-SITE DISTURBANCE

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.2 UNDERGROUND SERVICES

All secondary electrical, telephone and cable service shall be underground installation.

4.3 SOLID WASTE FACILITIES

4.3.1 The Lands shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the site plan or building plans and approved by the Development Officer and/ or Building Inspector in consultation with Solid Waste Resources.

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

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans And Erosion And Sedimentation Control Plans:

The Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, which are to be in place prior to and during development.

5.2 The Developer agrees to construct at its own expense a Stormwater Management System. 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.

5.3 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan based on the provisions of Schedule E. The Plan shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the 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.

5.4 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer a detailed Master Site/Grading Plan based on the provisions of Schedule F. No work is permitted on the Lands until the requirements of this clause have been met and implemented unless otherwise stated in the Agreement.

5.5 The Development Engineer shall have discretion to accept a modified submission that, in the opinion of the Development Engineer, fulfills the requirements of the Plans identified in 5.1, 5.2 and 5.3.

5.6 Prior to the issuance of a Lot Grading Permit, the Developer shall post security in the amount of \$5, 000 in addition to the securities required for the Lot Grading Permit, to ensure that all environmental protection measures are properly implemented and maintained. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer at the time of issuance of the final occupancy permit or release of Landscaping security bond whichever is later,

provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer, in consultation with the Development Engineer, and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the Erosion and Sedimentation Control measures to the satisfaction of the Development Officer, in consultation with the Development Engineer, the security shall be cashed and deposited to the Municipality.

5.7 Failure to conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Sections 5.1, 5.2 and 5.3., the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.

5.8 Non-disturbance area

The non-disturbance area identified on Schedule C shall be delineated on the final survey plan prior to final subdivision approval.

5.9 The area within the limit of non-disturbance is to be preserved including native understorey shrubs and groundcovers with the exception of any invasive plant materials identified by the Landscape Architect and shown on the Landscaping Plan.

5.10 The following activities may occur within the non-disturbance areas provided that approval by the Development Officer, in consultation with the Development Engineer, has been granted:

- (a) removal of standing hazardous or diseased trees may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect);
- (b) removal of fallen timber and dead debris where a fire or safety risk may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect);
- (c) placement of a natural based pathway (i.e.. mulch, wood chip or appropriate equivalents);
- (d) placement of a pedestrian bridge;
- (e) construction of fences provided the construction and placement results in minimal soil disturbance and removal of vegetation;
- (f) placement of a retaining wall for the purpose of soil stabilization which is constructed of natural or simulated natural-appearance materials; and
- (g) municipal services, power lines or other utility or service infrastructure.

5.11 Non-disturbance areas shall be identified by the Developer with snow fence or other appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (i.e., tree cutting, and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction and the snow fence or other appropriate continuous physical barrier or delineation and signage in the field may be removed only upon the issuance of the Occupancy Permit.

5.12 *Professional Site Supervision*

The Developer shall provide full time professional site supervision during the construction period to ensure that the environmental protection measures are properly implemented and maintained.

6.0 AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 8.4 of this Agreement;
- (c) Changes to the landscaping measures as shown on Schedule C or as detailed in Section 3.9 which, in the opinion of the Development Officer are not minor in nature;
- (d) A reduction in the floor area of the building;
- (e) Changes to the number of parking spaces and the layout of the parking lot should any of the watercourses be piped; and
- (f) Addition of a drivethrough.

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agree that any officer appointed by the Municipality to enforce this Agreement

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

7.2 Failure to Comply

If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

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

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

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

8.2 Subsequent Owners

- 8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which is the subject of this Agreement until this Agreement is discharged by the Council.
- 8.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

8.3 Commencement of Development

- 8.3.1 In the event that construction on 1200-1216 Cole Harbour Road has not commenced within 5 years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.
- 8.3.2 For the purposes of this section, commencement shall mean completion of the footings for the proposed building.
- 8.3.3 If the Developer(s) fails to complete the development, or after 5 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

8.4 Completion of development

Upon the completion of the development or portions thereof, or within/after 10 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Cole Harbour/Westphal, as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2008.

SIGNED, SEALED AND DELIVERED)
in the presence of)
_____) Per: _____
)
)
)

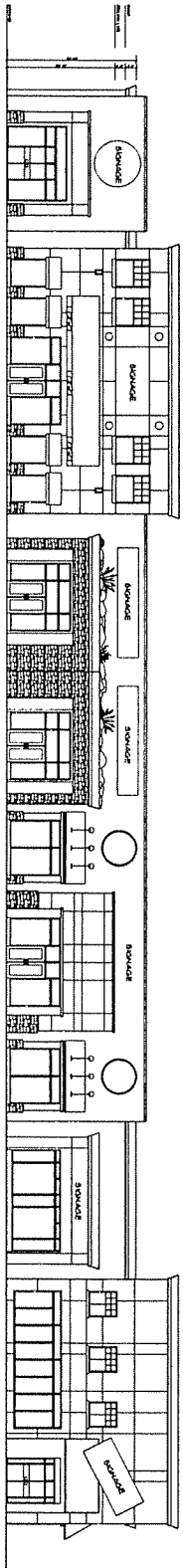
Jehad Khoury Holdings LTD

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

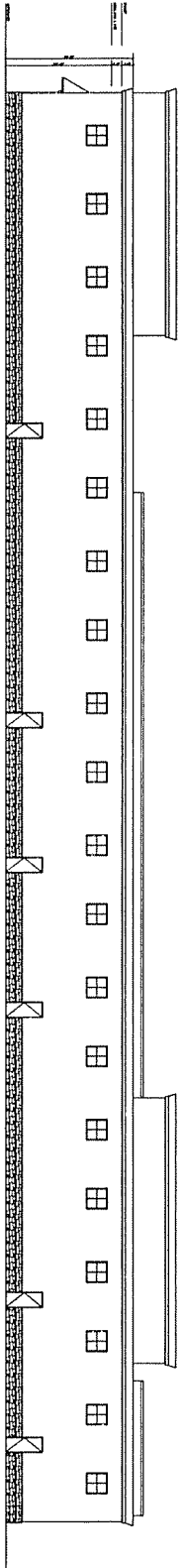
HALIFAX REGIONAL MUNICIPALITY

MAYOR

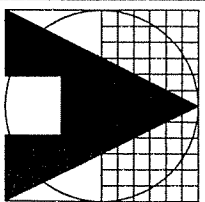
MUNICIPAL CLERK



NORTH ELEVATION
SCALE : 3/32" = 1'-0"



SOUTH ELEVATION
SCALE : 3/32" = 1'-0"



GEOFF KEDDY & ASSOCIATES
ARCHITECTURE
INTERIOR DESIGN

5357 ANGLUS STREET
HUNTSVILLE, AL 35891
PH: 420-8400
geoffkreddy@earthlink.net

NO.	REVISION	DATE	BY

PROPOSED PLAZA

COLE HARBOR ROAD

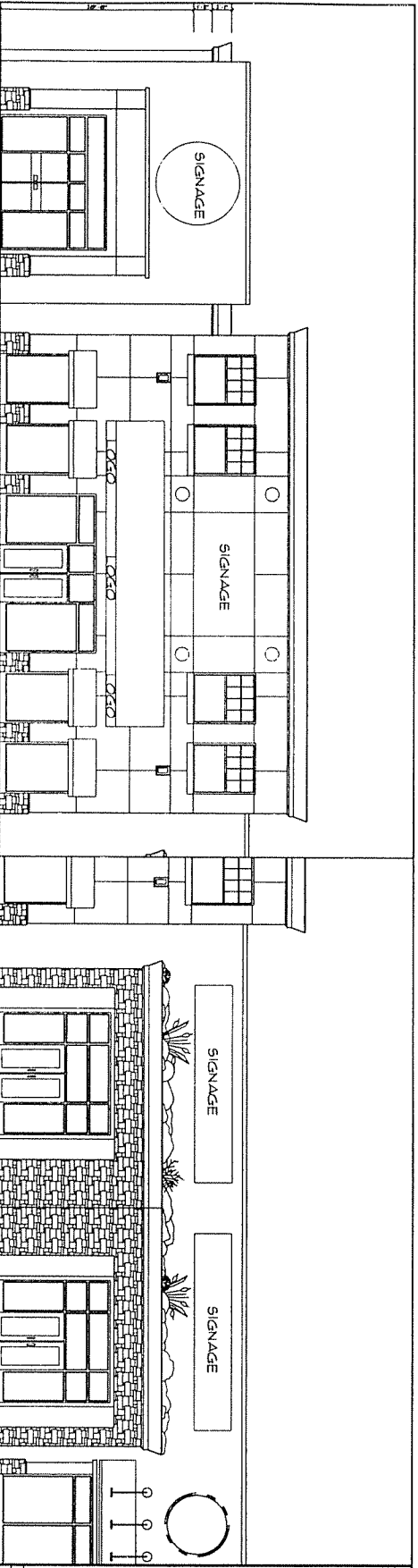
HUNTSVILLE

SCHEDULE - D
NORTH ELEVATION
SOUTH ELEVATION

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. FINISHES ARE TO BE AS NOTED.
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SCHEDULING AND LOGGING.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAFFIC CONTROL AND SIGNAGE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LIGHTING AND SIGNAGE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FENCE AND SECURITY.

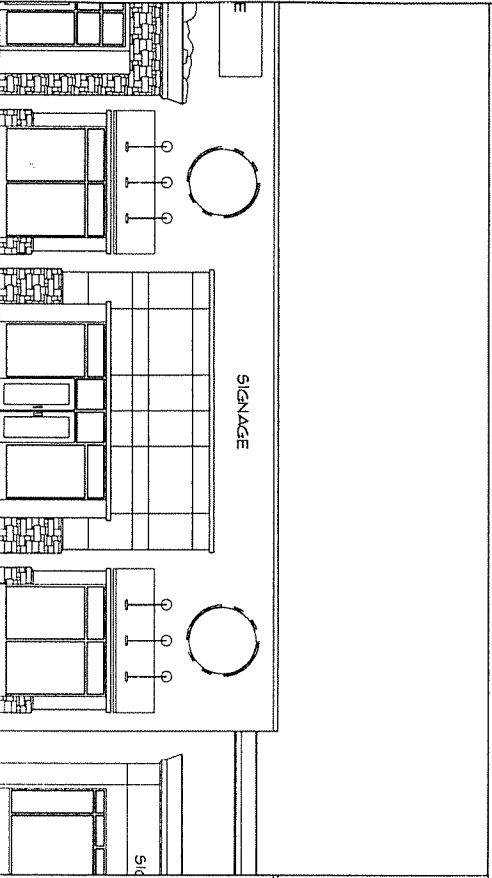
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SCALE	AS NOTED
DRAWN BY	A. KEDDY
CHECK BY	
DATE	

A3

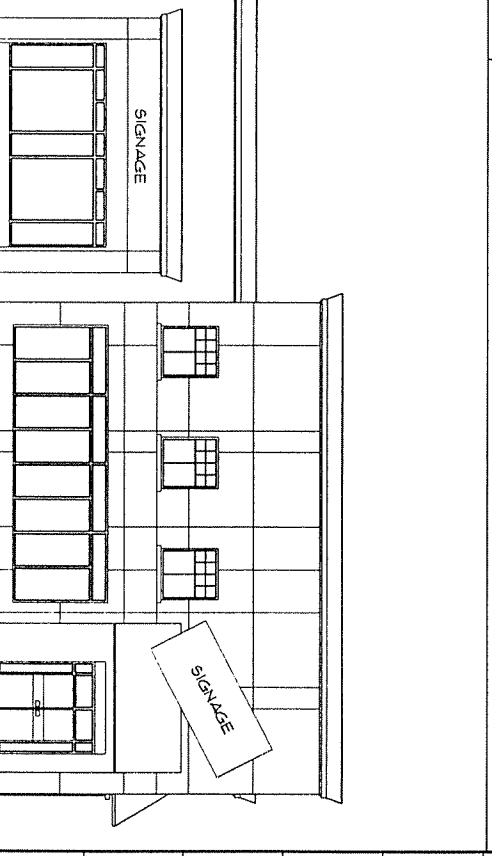


NORTH ELEVATION
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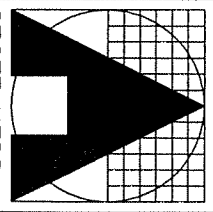
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NORTH ELEVATION
SCALE : 3/16" = 1'-0"



NORTH ELEVATION
SCALE : 3/16" = 1'-0"



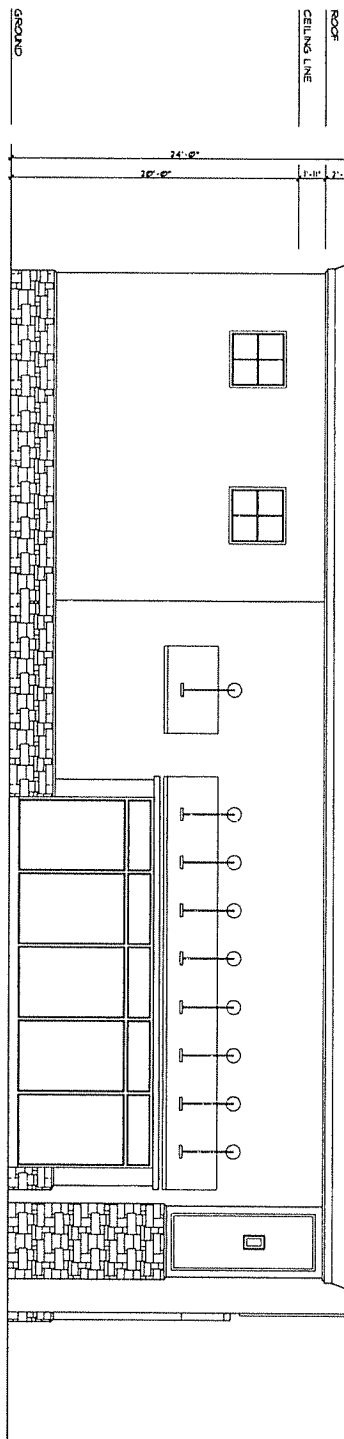
GEOFF KEDDY & ASSOCIATES
ARCHITECTURE
INTERIOR DESIGN
5357 ANGLUS STREET
HUNTSVILLE, AL 35891
PH: 420-9400
geoffk@eastlink.co

NO.	REVISION	DATE	BY

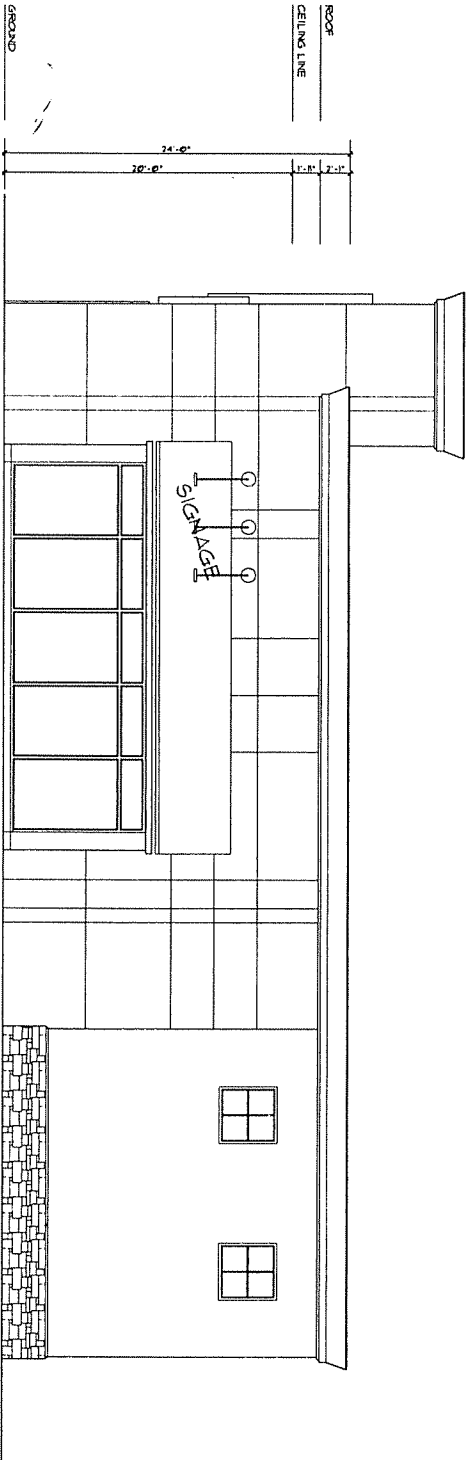
PROPOSED PLAZA
5357 ANGLUS ROAD
HUNTSVILLE, AL 35891

SCHEDULE - D
NORTH ELEVATION

DATE	BY	SCALE	REVISION



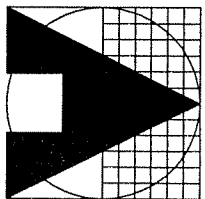
EAST ELEVATION
SCALE : 1/4" = 1'-0"



WEST ELEVATION
SCALE : 1/4" = 1'-0"

GEOFF KEDDY & ASSOCIATES
ARCHITECTURE
INTERIOR DESIGN

5357 INGLIS STREET
HAUJAFAY, N.S.B.H. 1J4
PH: 420-9400
geoffkedy@eastlink.ca



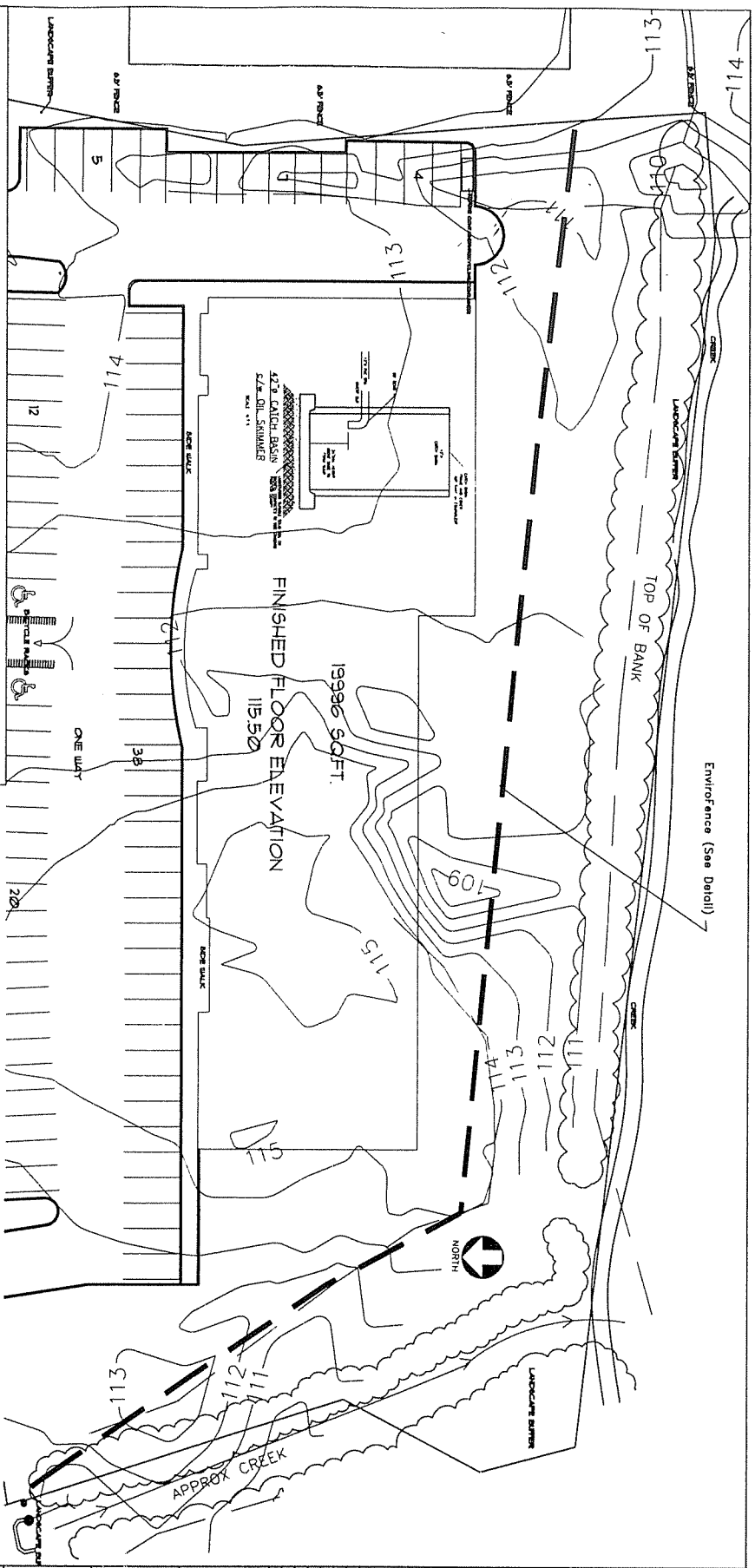
NO.	REVISION	DATE	BY

DATE: JANUARY 2010
PROJECT: PROPOSED PLAZA

TITLE: SCHEDULE - D
EAST ELEVATION
WEST ELEVATION

DATE: JAN 7 2010
SCALE: AS SHOWN
DRAWN BY: G. KEDDY

A5



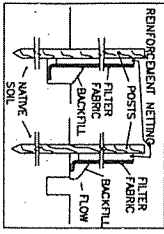
Envirofence (See Detail)

FINISHED FLOOR ELEVATION 115.50

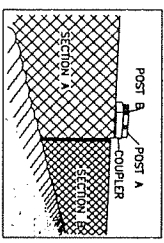
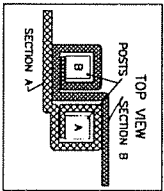
19396 SQ.FT.

42'x6' CATCH BASIN
6.5' OIL SWELLER

TOE-IN METHODS



JOINING SECTIONS OF ENVIROFENCE



ENVIROFENCE SEDIMENT CONTROL SYSTEM INSTALLATION
 ENVIROFENCE INSTALLATION:
 - EXCAVATE A 150mm X 150mm TRENCH ALONG THE LOWER PERIMETER OF THE SITE.
 - UNROLL ENVIROFENCE ONE SECTION AT A TIME AND POSITION POSTS AGAINST THE DOWNSTREAM WALL OF THE TRENCH. POSTS MUST BE ON THE DOWNSTREAM SIDE OF FLOW DIRECTION.

- DRIVE POST INTO THE GROUND UNTIL THE NETTING IS APPROXIMATELY 50mm FROM THE TRENCH BOTTOM.
 - LAY THE TOE-IN FLAP OF THE FABRIC IN THE BOTTOM OF THE TRENCH, BACKFILL THE TRENCH, AND TAMP THE SOIL. TOE-IN CAN ALSO BE UNDERTAKEN AROUND AND PLACING AND TAMPING SOIL OVER THE FLAP AT THE BASE OF THE STRUCTURE.
 - JOIN ENVIROFENCE SECTIONS AS SHOWN ABOVE.

ENVIROFENCE DETAIL

M.T.S.

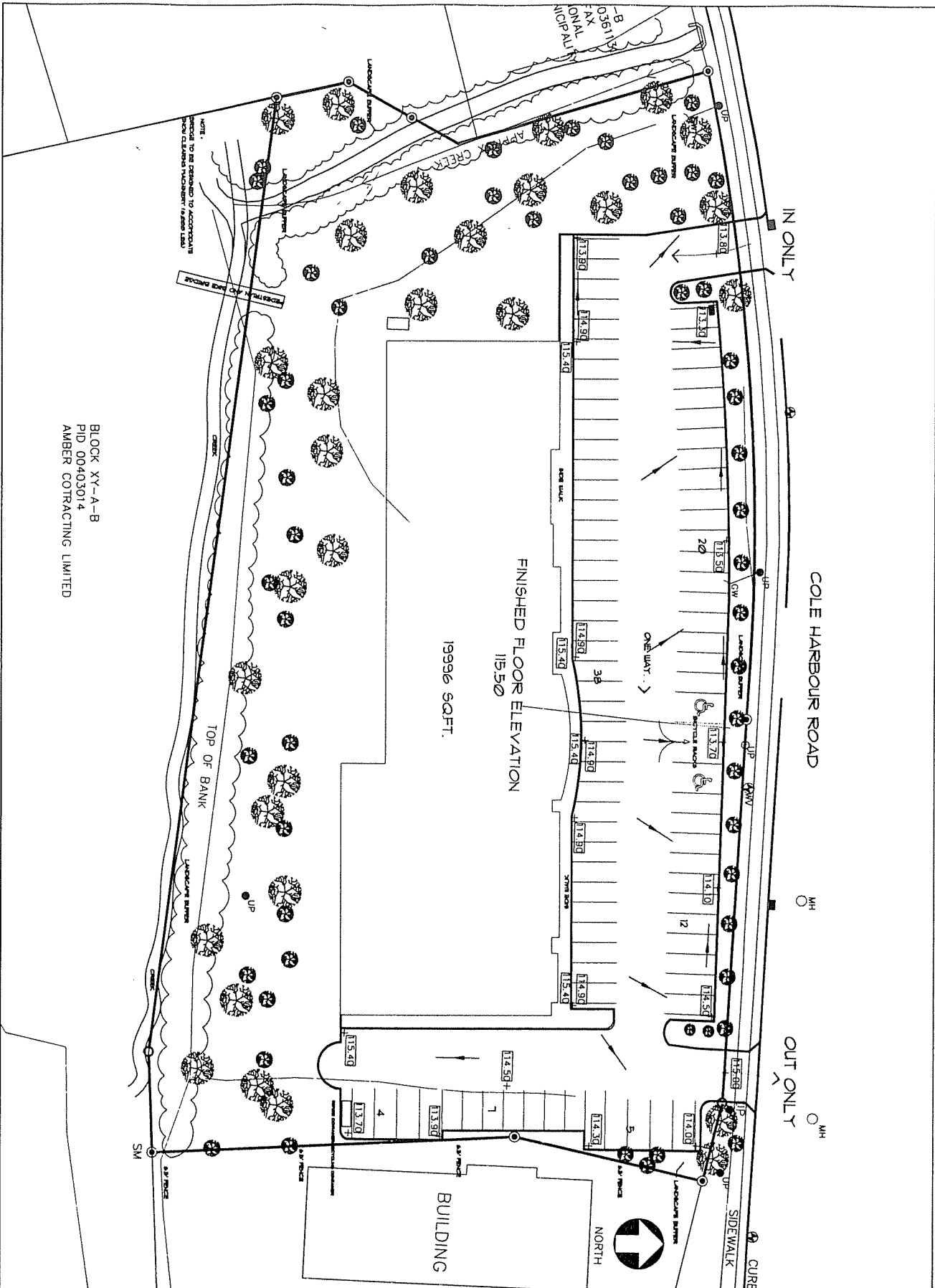
Construction Notes:

Silt Fence to be installed where indicated on the plan and as per the details shown before grubbing or placing of fill. Additional Silt Fence, if required will be installed as directed by the Engineer.
 Contractor to construct Filtered Berm & Ditch Berms required prior to any excavation work being done elsewhere on the site.
 The contractor shall work on the minimum area practical at one time. Complete & promptly and stabilize the surface before going on to the next area.

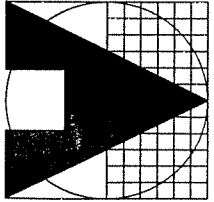
Silt accumulations at the silt fence and ditch filters shall be carefully hand excavated and either removed from the site or placed and stabilized in the disturbed areas.
 Stabilize all slopes and other areas not subject to excavation. Erosion control measures including or Permanent Landscaping as soon as slopes are established to finished grades.
 Dewatering of excavations shall be directed through filtration berms.
 Catch Basin Silt Bags to be installed and maintained throughout the project. Silt Bags on the existing catch basins on CHR and the two proposed S/B

A supply of hay bales, filter fabric, silt fence and clean stone shall be maintained on site in order to provide emergency retention and filtering if required.
 All erosion and sediment control measures must be in place at all times during construction. Do not permit discolored water to enter Ocean.
 Maintain all environmental protection measures and erosion control measures until the site is properly established.
 The Contractor is to have a foreman on call at all times.
 All exposed stockpiles to be covered with plastic sheets or approved equal.
 Contractor shall inspect sediment control devices immediately after any excavation or grading.
 All points of conflagration, site entrance and exits shall be protected to prevent tracking of mud onto public highways.
 Remove Silt Fence and Ditch Filters when no longer required after all accumulations have been removed.
 Ditch Filters to be constructed of a bales of hay covered with clear stone.

GEOFF KEDDY & ASSOCIATES ARCHITECTURE INTERIOR DESIGN	
5357 INGLIS STREET HANFORD, N.S.B.M. 114 PH: 420.9400 geoffk@geoffk.com	
PROPOSED EROSION AND SEDIMENT CONTROL PLAN Schedule E	
1000 HURON ROAD HANFORD, NS	
EastPoint ENGINEERING LTD. 1000 HURON ROAD HANFORD, NS PH: 420-9400 Fax: 420-9400	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
S2	



BLOCK XY--A-B
 PID: 00403014
 AMBER CONTRACTING LIMITED



**GEOFF KEDDY
& ASSOCIATES**
 ARCHITECTURE
 INTERIOR DESIGN

5357 ANGUS STREET
 VANCOUVER, BC
 PH: 607.9200
 geoffkeddy@geoffk.com

PROPOSED PLAZA
 COLE HARBOUR ROAD
 VANCOUVER, BC

**PROPOSED SITE
 GRADING PLAN**
 Schedule F

EastPoint
 ENGINEERING LTD.
 1601 HOLLIS ST. SUITE 100
 VANCOUVER, BC
 PH: 607.9200
 Fax: 607.9211

NO.	REVISION	DATE	BY

DATE: 2012.04.06	DESIGNED BY: J.P. BRUNSON
SCALE: 1/8" = 1'-0"	CHECKED BY: CHANTELSON
DRAWN BY: CHANTELSON	DATE: 2012.04.06

Attachment "B"
Excerpts from the Cole Harbour/ Westphal MPS

CC-3 Notwithstanding Policy CC-2, and with reference to Policy HC-5, within the Community Commercial Designation, Council may consider commercial retail service and office uses in excess of ten thousand (10,000) square feet of gross floor area to a maximum of twenty thousand (20,000) square feet, according to the development Agreement provisions of the Planning Act. When considering such an Agreement, Council shall have regard to the following:

- (a) access;
- (b) the provision and maintenance of buffered separation from abutting residential areas;
- (c) site design including landscaping and parking and loading areas;
- (d) the exterior finish of buildings; and
- (e) the provisions of Policy IM-11.

CC-6 Notwithstanding CC-2, within the Community Commercial Designation, it shall be the intention of Council to only consider permitting drive-in and take-out restaurants according to the development Agreement provisions of the Planning Act. When considering such an Agreement, Council shall have regard to the following:

- (a) access;
- (b) the provision and maintenance of buffered separation from abutting residential properties;
- (c) site design, including drive-through service lanes, parking and loading areas, landscaping, and refuse storage areas;
- (d) the exterior finish of buildings; and
- (e) the provisions of Policy IM-11.

IM-11 In considering amendments to the land use by-law or development Agreements, in addition to all other criteria as set out in various policies of this planning strategy, Cole Harbour/Westphal Community Council shall have appropriate regard to the following matters:

- (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;
- (b) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the Municipality to absorb any costs relating to the development;
 - (ii) the adequacy of sewer and water services;
 - (iii) the adequacy or proximity of school, recreation and other community facilities;
 - (iv) the adequacy of road networks leading or adjacent to or within the development; and
 - (v) the potential for damage to or destruction of designated historic buildings and sites.
- (c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) type of use;
 - (ii) height, bulk and lot coverage of any proposed building;
 - (iii) traffic generation, access to and egress from the site, and parking;
 - (iv) open storage;
 - (v) signs; and
 - (vi) any other relevant matter of planning concern.
- (d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding; and
- (e) any other relevant matter of planning concern.

Attachment "C"
Excerpts from the Cole Harbour/Westphal Land Use By-law

PART 17: C-2 (GENERAL BUSINESS) ZONE

17.1 C-2 USES PERMITTED

No development permit shall be issued in any C-2 (General Business) Zone except for the following:

Commercial Uses

Retail stores;
Food stores;
Service and personal service shops;
Offices;
Commercial schools;
Banks and financial institutions;
Restaurants except drive-in or take-out restaurants;
Theatres and cinemas except drive-in theatres;
Motels, hotels and motor inns;
Funeral establishments;
Taxi and bus depots;
Parking lots;
Veterinary hospitals and indoor kennels;
Existing service stations;
Existing building supply outlets.
Automotive repair uses (minor) (Reg.Council-May11/99, Effective-June26/99)

Residential Uses

Existing dwellings;
Multiple unit dwellings containing no more than twelve (12) dwelling units.

Community Uses

Open space uses;
Institutional uses;
Fraternal centres and halls.

17.2 C-2 ZONE REQUIREMENTS: COMMERCIAL

In any C-2 Zone, where uses are permitted as Commercial Uses, no development permit shall be issued except in conformity with the following:

Minimum Lot Area:	6,000 square feet (557.4 m ²)
Minimum Frontage:	60 feet (18.3 m)
Minimum Front or Flankage Yard	30 feet (9.1 m)
Minimum Rear or Side Yard	15 feet (4.6 m)
Maximum Lot Coverage	50 percent
Maximum Height of Main Building	35 feet (10.7 m)
Minimum Width of Main Building	20 feet (6.1 m)

17.3 OTHER REQUIREMENTS: COMMERCIAL FLOOR AREA

Notwithstanding the provisions of Section 17.1, no commercial building within any C-2 Zone shall exceed ten thousand (10,000) square feet (929 m²) of gross floor area.

17.4 OTHER REQUIREMENTS: COMMERCIAL USES

Where uses are permitted as Commercial Uses in any C-2 Zone, the following shall apply:

- (a) No outdoor storage shall be permitted and outdoor display shall be restricted to the temporary or seasonal display of plant materials or perishable goods normally associated with retail uses permitted under the provisions of Section 17.1 provided that no such display area is located within any parking area required pursuant to Part 4 of this by-law. (CHWEPCBCC - Mar28/96 - E-Apr25/96)
- (b) No portion of any lot shall be used for the collection and storage of refuse unless the refuse containers are screened.
- (c) No portion of any parking space shall be located in any required rear yard.
- (d) Notwithstanding subsection (a), in the case of existing building supply outlets:

- (i) No open storage or outdoor display shall be permitted in any required front yard or flankage yard;
 - (ii) Where any side or rear property line abuts any Residential Zone, no open storage shall be permitted in any side yard or rear yard except where an opaque fence, measuring at least eight (8) feet (2.4 m) has been erected; and
 - (iii) No open storage shall be permitted within six (6) feet (1.8 m) of any side or rear property line or be permitted to exceed eight (8) feet (2.4 m) in height within fifteen (15) feet (4.6 m) of any side or rear property line.
- (e) Access to a lot shall only be from Cole Harbour Road, Cumberland Drive or Forest Hills Drive.
- (f) For any new or expanded commercial use which is adjacent to property that is zoned for or used for residential or community uses, a visual screen shall be provided in accordance with the following:
- (i) Materials - shall contain either a vegetative screen, an opaque fence, or a combination of both natural and manmade materials which will form an effective year-round screen.
 - (ii) Height - screening shall be at least five (5) feet in height. Plant materials, when planted, shall not be less than three and one-half (3 1/2) feet in height if of a species or variety which shall attain the required height within three (3) years of planting. Height shall be measured from the finished grade.
 - (iii) Width - screening shall be in a strip of landscaped open space a minimum of four (4) feet in depth running the entire length of the adjacent property line.
 - (iv) Maintenance - all required plant materials shall be maintained and planting areas kept free of litter. All required fences shall be maintained in good repair and appearance and repaired or replaced when necessary.
- (g) For any new or expanded commercial use, the following landscaping provisions shall apply:
- (i) Within the front yard area, the first ten (10) feet bordering the road right-of-way shall be fully landscaped, except where driveway or pedestrian access points are required.
 - (ii) Landscaping shall consist of grass and a minimum of one shrub for each fifty (50) square feet of required landscaped area and one tree for every

fifty (50) feet of lot width. All landscaping materials shall be maintained.

- (h) Automotive repair uses, (minor) and (major), shall be wholly contained within a building.

(Reg.Council-May11/99, Effective-June26/99)

Attachment "C":
March 26, 2008: Public Information Meeting Minutes

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 01083 - Geoff Keddy, Architect and Associates

7:00 p.m.
Wednesday, March 26, 2008
Cole Harbour Place (Harbour Room)

STAFF IN

ATTENDANCE: Jennifer Chapman, Planner, HRM Planning Services
Holly Kent, Planning Technician, HRM Planning Services
Jennifer Little, Planning Controller, HRM Planning Services

ALSO IN

ATTENDANCE: Councillor Harry McInroy, District 4
Geoff Keddy, Architect and Associates Ltd.

PUBLIC IN

ATTENDANCE: 12

The meeting commenced at approximately 7:15 p.m.

1. Opening remarks/Introductions/Purpose of meeting

Ms. Jennifer Chapman introduced herself as the planner guiding this application through the process; Councillor Harry McInroy, District 4; Holly Kent, Planning Technician, HRM Planning Services and Jennifer Little, Planning Controller, HRM Planning Services.

This is an application by Geoff Keddy, Architect and Associates Ltd. for a Development Agreement to permit a 20,000 square foot strip mall with a drive through at 1200 & 1216 Cole Harbour Road. Ms. Chapman defined a development Agreement and noted that this is a contract between the landowner and the Municipality. This contract is tied to the land therefore, if the land gets sold the Agreement stays with the land.

At this time Ms. Chapman notified the Public that Mr. Geoff Keddy would be 20 minutes late and asked if there were any questions for her in the meantime. Please refer to these under the 'Questions. Comments' Section.

2. Overview of planning process

This public information meeting is the initial stage of the process in order to allow the public to provide feedback. The purpose of the public information meeting is to identify that HRM has

received an application, identify the scope of what the development/proposal is, provide the public with an overview of the planning process, and to give the public an opportunity to ask questions and make comments. Any comments received by the public during this meeting will be incorporated into a staff report with a recommendation that will go to Council. Council will make the final decision of the application. There will be a two week appeal period following Council's decision.

3. Presentation of Proposal

Ms. Chapman showed the location of the subject property noting that it is a Community Commercial Designation and is a General Business Zone (C-2). The proposed use is for a 20000 sq ft commercial building with a proposed drive through. The criteria in the Cole Harbour/ Westphal Municipal Planning Strategy is used to review the site in regards to vehicle access onto and through the site, buffering from residential areas, site design including landscaping, drive through layout and parking and loading areas as well as the architectural details of the building. Ms. Chapman reviewed the site plan showing the entrance, pointing out that it is a one way access throughout the site and identified the two watercourses and the adjacent apartment buildings. She reviewed the existing parking area currently in the back of the building, adding that most of this area will be naturalized.

Mr. Geoff Keddy, Architect and Associates Ltd. at this time presented a drawing of what the proposal will look like pointing out that the tenants in the drawing were only examples of possible tenants. Mr. Keddy confirmed that there would be no basement foundation.

4. Questions/Comments

Joanne Oostveen, Dartmouth Cole Harbour Weekly Newspaper questioned how the process of the Development Agreement takes place. Ms. Chapman defined a development Agreement and reviewed the process to approval from Council.

Melvin Harris, 921 Cole Harbour Road asked about the history of the land and noted some concern with this property being wet and asked who would be responsible for flood damages if there were a flood. He questioned if there would be a basement foundation. Ms. Chapman noted that this will be a commercial development and that it would be on slab. Councillor Harry McInroy added that if there would be a flood, the insurance company would probably cover damages. Mr. Harris asked about the land behind the subject property when Ms. Chapman explained that the two properties are separate applications. Mr. Harris confirmed that HRM would not be responsible for any flood damage and that it would be the responsibility of the landowner.

Ms. Oostveen asked about the process of the Public Hearing. Ms. Chapman reviewed the process. Councillor McInroy briefly explained the past process and how the current process came into place.

Norman Wirchrnt, Newstar Properties and Councillor McInroy discussed issues with water quality in Bissett Lake.

Mr. Harris asked if the land had been tested. Mr. Keddy explained that this land is a problem area for water and is currently being reviewed by engineers. Mr. Harris commented about it previously being a gas station. Ms. Chapman confirmed that this land had been remediated.

Mr. Wirchrnt asked if there would be parking in the front. Ms. Chapman reviewed in her presentation the parking area outlined in the front of the building. Mr. Keddy added that they have proposed a walk way because there is a proposed residential development going behind this site. Ms. Chapman confirmed that there is some potential for the current Cole Harbour Trail System to be expanded.

Mr. Wirchrnt asked about the pedestrian bridge connection over the watercourse. Ms. Chapman explained that it is presented in the site plan but is not fixed in that spot. It will depend on what happens with the subdivision application in the back. There will be some parkland development. Therefore, this bridge will connect with the potential site for the parkland.

Mr. Wirchrnt asked about the lane way to enter the back of the building and showed some concern with land locking. Ms. Chapman reviewed the site plan and confirmed that there would be no land locking.

Ms. Cathy Warnell, #65 Bissett Road, Cole Harbour confirmed that the contractor did not know what the drive through will be.

Mr. Wirchrnt asked if there would be traffic lights put there. Mr. Keddy explained that he had engaged an engineer to perform a traffic study. The report has not been finalized to date.

Ms. Warnell asked how far back the building will go back and how close it would be to the former driving range. Ms. Chapman reviewed the plan and noted that it is approximately 100 ft from one side and closer to 60 ft on the other side. She confirmed that because of the water course, there are regulations that require a 65 ft set back. Therefore, this site will not be very close to the former driving range. The current request is not meeting the current regulation of 65 ft. Ms. Chapman explained that HRM is asking the applicant improve to the proposed condition.

Mr. Warnell questioned how many parking spaces they are allowing for. Ms. Chapman explained that the proposal allows for 84 parking spots. Mr. Warnell asked when this construction will start. Mr. Keddy explained that once approved they will start approximately 6 to 8 weeks after.

Ms. Maxine Britten, 1211 Cole Harbour Road, questioned how many retail spaces are being proposed. Mr. Keddy explained that they are proposing 6 retail spaces, which are unknown at this time. Ms. Chapman added that there could be a variety of retail uses. There will be no bars or taverns.

Mr. Wirchrnt explained that he is encouraged by the one way entrance and the one way exit. He added that his only concern is traffic congestion.

Regarding Mr. Harris' concerns regarding the possibility of a flood. Ms. Chapman confirmed that there will be an engineer to design a drainage plan. This will be considered and evaluated.

Mr. Wirchrnt asked what the location was of the drainage pipes and noted his concerns that if all the land gets developed, where will these drainage pipes be placed. Ms. Chapman explained that HRM owns nearby land, reviewing the site plan and pointing out where there is a current drainage ditch.

Mr. Harris noted his concerns with the current drainage behind the funeral home running up hill. In the past during heavy rain falls the water has come across the Cole Harbour Road with no place to go. Ms. Chapman assured that the Engineers were doing storm water management plan for this property which will be evaluated and will be considered in the design.

Mr. Harris asked the distance between the development and the brook. Ms. Chapman explained that from one corner of the building there is approximately 100 ft and the other corner approximately 70 ft. Mr. Harris noted his concerns regarding the Fabricville Building across the road. Ms. Chapman explained that the site plan designed will be an Agreement that the developer will be bound to develop.

Ms. Chapman explained that there is approximately a 45 ft buffer between the paved surface and the brook. This does not meet regulations as 60 ft.

Ms. Chapman added that the front of the building is approximately 300 ft. Mr. Harris noted concern with is being too close to the brook.

Mr. Wirchrnt suggested that a way around this would be to take away some of the proposed parking. He noted the importance in protecting the water ways. Ms. Chapman explained that Storm Water Management would review these concerns and the Dartmouth Lakes Advisory Committee will also provide comment of the storm water management plan as well, their concerns are protecting the lake as well.

Ms. Chapman explained that there was an existing building, the applicant is able to develop the site equal to the previous. The new development is a large improvement compared to what is currently there.

Ms. Warmell asked where the sewage from the building will connect in to, she addressed concern because she lives next to it. Ms. Chapman explained that it will be connected into our Municipal services on Cole Harbour Road. Ms. Warnell asked if there would be a change to the service boundary. Ms. Chapman explained that there will not be any changes for the time being however, they are talking about upgrading the system to meet current needs, not to expand. Ms. Chapman noted that there will not be any laundry mats in this facility until the plant gets upgraded.

5. Closing comments

Ms. Chapman thanked everyone for coming to the meeting and expressing their comments and concerns.

6. Adjournment

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