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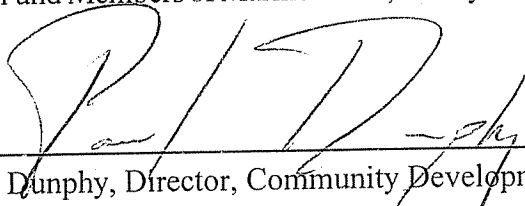


PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

Marine Drive, Valley and Canal Community Council  
April 1, 2010  
May 19, 2010

**TO:** Chair and Members of Marine Drive, Valley and Canal Community Council

**SUBMITTED BY:**

  
Paul Dunphy, Director, Community Development

**DATE:** March 4, 2010

**SUBJECT:** **Case 15784: Development Agreement to Permit an Addition to an Existing Commercial Building, Musquodoboit Harbour**

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**ORIGIN**

An application by FHDM Properties Limited for a development agreement to permit an addition to an existing commercial building at 7907 Highway 7, Musquodoboit Harbour.

**RECOMMENDATION**

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

1. Give notice of Motion to consider the proposed development agreement as set out in Attachment A of this report and schedule a public hearing;
2. Approve the proposed development agreement as set out in Attachment A of this report to permit an addition to an existing commercial building at 7907 Highway 7, Musquodoboit Harbour; and
3. Require the 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, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

FHDM Properties Limited has proposed to build an addition to an existing commercial building on lands located at 7907 Highway 7 in Musquodoboit Harbour. The Eastern Shore West Municipal Planning Strategy (MPS) requires commercial uses with a building footprint beyond 5000 square feet to be considered by development agreement. The property owner has applied to enter into a development agreement because the proposed commercial addition footprint is 6737 square feet.

### **Location, Designation, Zoning and Surrounding Land Uses**

The lands (PID 40192429, PID 40499345 and PID 40192437) are:

- situated at 7907 Highway 7 and located at the NW corner of the intersection of Highway 7 and Route 357 (Map 1);
- approximately 5719.30 square metres in area;
- designated Mixed Use and zoned MU (Mixed Use) under the Eastern Shore West Municipal Planning Strategy and Land Use By-law (Maps 1 and 2); and
- surrounded by lands that are zoned MU (Mixed Use).

### **Enabling Policy**

Under the Eastern Shore West MPS, Policy MU-7 enables larger scale commercial uses, with a building footprint over 5000 square feet, to be considered by development agreement where such uses may be appropriate. Policy MU-7 recognizes that in certain situations where a proposed development is adjacent to residential properties issues such as environmental, traffic, architectural, site design and other concerns need to be addressed to minimize the impact of large scale commercial uses.

## **DISCUSSION**

Staff have reviewed the proposal based on all applicable policies of the Eastern Shore West MPS, which are included in Attachment B of this report. Staff are of the opinion that the proposal is consistent with all applicable policies of the Eastern Shore West MPS. The following issues have been identified for more detailed discussion.

### **Land Use Conflicts**

To minimize impacts of the proposed addition on any adjacent or nearby land uses the draft development agreement (Attachment A):

- controls the height, bulk and lot coverage of the proposed addition;
- defines architectural requirements;
- restricts hours of operation to between 6:00 a.m. and 11:00 p.m.; and
- restricts signage to a wall mounted sign (non-backlit) and one ground sign.

### **Parking and Access**

The draft development agreement requires on-site parking to be consistent with the Eastern Shore West Land Use By-law. To address safety concerns regarding traffic accessing and egressing the

site, the Agreement limits access/egress points to one on Highway 7 and one on Route 357. Access for deliveries will be provided off of Route 357 via a lane proceeding behind the building to the loading bay area located at the northwest side of the building.

### **Landscaping**

To minimize the impact of the development, the draft agreement requires a 10 feet wide planted buffer to be established between the parking area and the street frontage on both Highway 7 and Route 357 (see Schedule B). The buffer will be planted with a combination of trees, shrubs and sods with emphasis on the entrances and signage on Highway 7. Any electrical transformers or utility boxes are to be screened with coniferous shrubs.

### **Traffic**

A traffic study was prepared for the development which indicated no major issues relative to the proposed development. To improve safety for cars accessing and egressing the site Nova Scotia Transportation and Infrastructure Renewal has requested that the site access on to Highway 7 be aligned with the East Petpeswick Road. The requested alignment has been incorporated into the draft agreement as shown on Schedule B.

### **Public Information Meeting**

A Public Information Meeting (PIM) was held on February 8, 2010, in connection with the proposed development agreement. Concerns brought forward by the public focussed on traffic safety issues, adequacy of on-site parking, and screening of adjacent properties. Staff are of the opinion that these concerns are addressed by the proposed development agreement. Should Council decide to schedule a public hearing, property owners within the notification area included on Map 2 and persons that signed the sign-in sheet at the PIM will be notified by mail.

### **Conclusion:**

Staff is of the opinion that the proposed development agreement as set out in Attachment A is consistent with the intent of the MPS for commercial development within the Mixed Use designation. Therefore, staff recommend that Marine Drive, Valley and Canal Community Council approve the proposed development agreement, included as Attachment A to this report.

### **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**

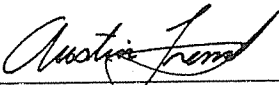
1. Council may choose to approve the proposed development agreement as set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies.

**ATTACHMENTS**

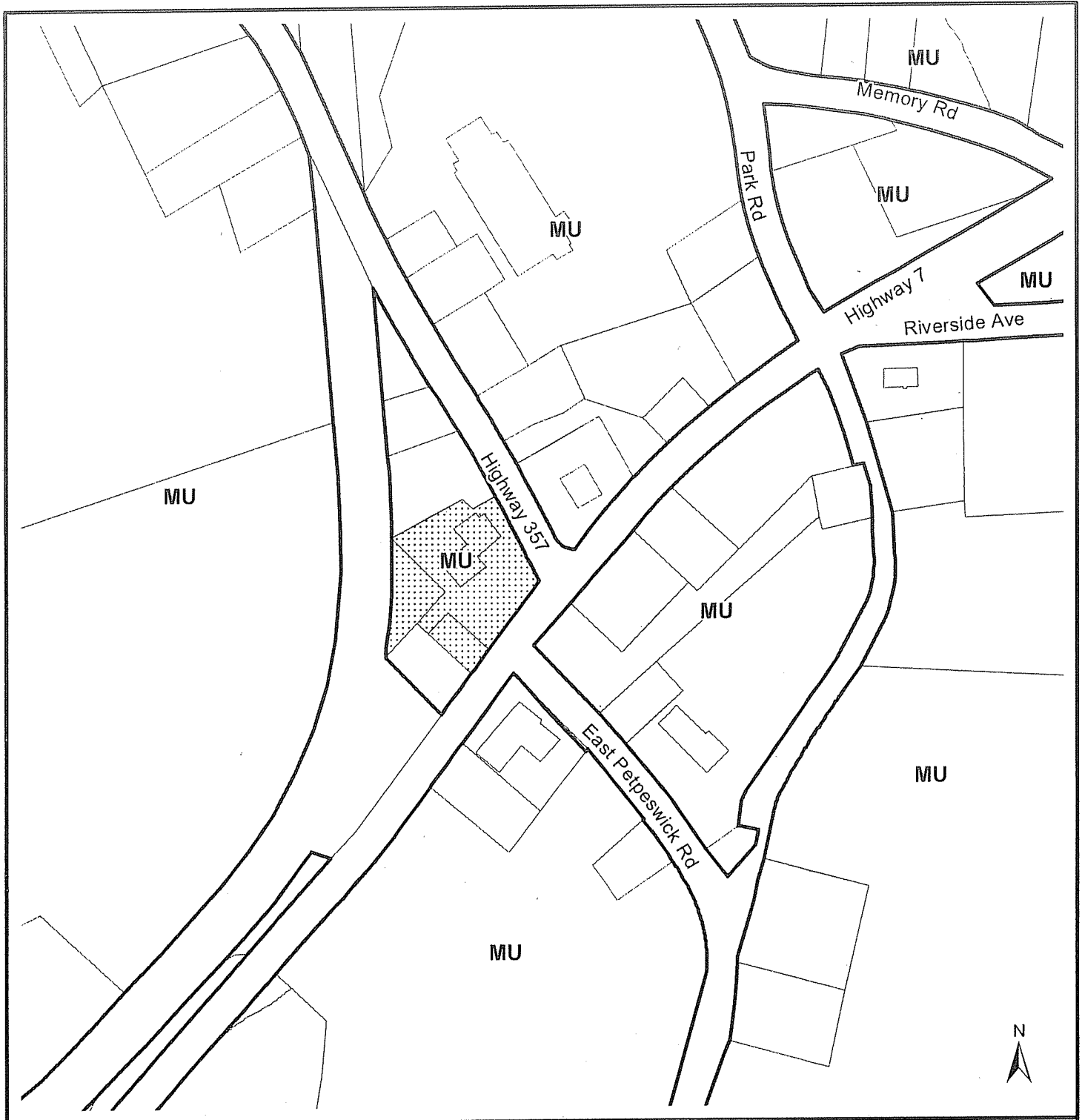
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|--------------|--|
| Map 1        | General Future Land Use Map                                  |
| Map 2        | Zoning and Notification                                      |
| Attachment A | Proposed Development Agreement                               |
| Attachment B | Excerpts from Eastern Shore West Municipal Planning Strategy |
| Attachment C | Minutes from Public Information Meeting                      |

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 : Darrell Joudrey, Planner 1, 490-4181




Report Approved by: Austin French, Manager of Planning Services, 490-6717



**Map 1- Generalized Future Land Use**

7907 Highway 7

 Subject Properties

**Designation**

MU Mixed Use

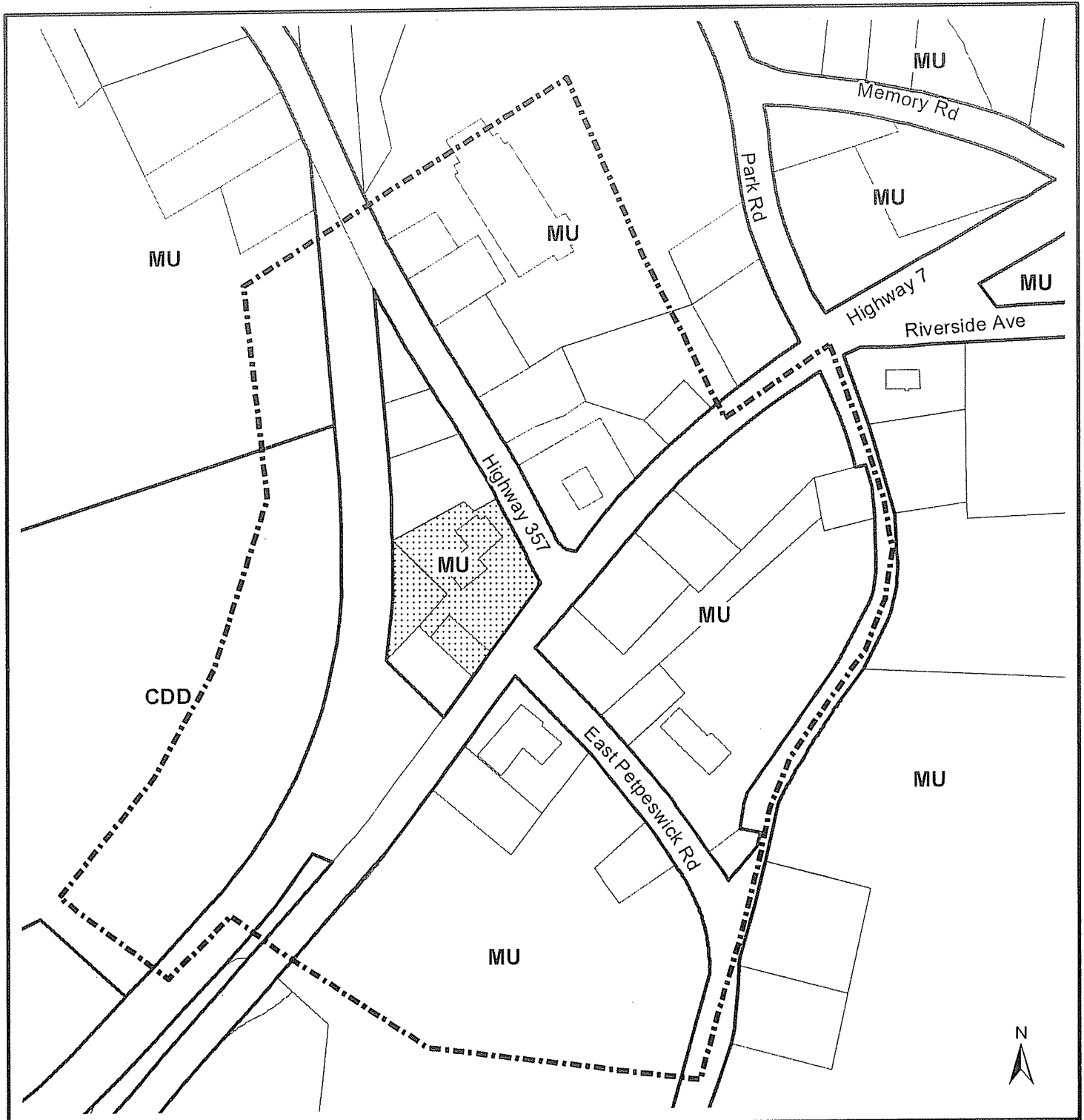
**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES



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


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Eastern Shore West Plan Area



**Map 2 - Location and Zoning**

7907 Highway 7

 Subject Properties

 Notification Area

**Zone**

MU Mixed Use  
 CDD Comprehensive Development District

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 COMMUNITY DEVELOPMENT  
 PLANNING SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for the Eastern Shore West Plan Area.

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

Eastern Shore West Plan Area

**Attachment A: Proposed Development Agreement**

THIS AGREEMENT made this      day of                      , 2010,

BETWEEN:

**FHDM PROPERTIES LIMITED**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY,**

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 7907 Highway 7, PID [to be inserted], Musquodoboit 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 an addition to an existing commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies MU-7 and IM-10 of the Eastern Shore West Municipal Planning Strategy;

AND WHEREAS the Marine Drive, Valley and Canal Community Council for the Municipality approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 15784;

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, subdivision and use of the Lands shall comply with the requirements of the Eastern Shore West Land Use By-law 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 and/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.

1.4.3 Where metric values conflict with imperial values within the written text of this Agreement, the metric values 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 Eastern Shore West Land Use By-law and Regional Subdivision By-law.

## PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

### 3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement filed in the Halifax Regional Municipality as Case Number 15784:

|            |  |
|------------|--|
| Schedule A | Legal Description of the Lands                   |
| Schedule B | Site Plan  |
| Schedule C | South East (Trunk 7) and North West Elevations   |
| Schedule D | North East (Route 357) and South West Elevations |
| Schedule E | Perspective View from Highway 7                  |
| Schedule F | Entrance Sign                                    |

### 3.2 Requirements Prior to Approval

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

- (a) Written confirmation from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to Section 5.1 of this Agreement; and
- (b) Written confirmation from a qualified professional engineer indicating that the Developer has complied with the Stormwater Drainage Plan required pursuant to Section 5.1 this Agreement.

3.2.2 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the addition for any of the uses permitted by this Agreement unless all approvals have been issued by the Municipality. No Occupancy Permit for the addition 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.

3.2.3 Prior to the issuance of a Construction Permit the following must be submitted to the Development Officer:

- (a) Nova Scotia Environment approval of the existing or any new site sewage disposal system as described in Section 4.1 of this Agreement.

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

3.3.1 The use of the Lands associated with the addition permitted by this Agreement are the following:

- (a) An addition of a maximum 1207.74 square metres to an existing commercial building.
- (b) Any use permitted within the Mixed Use Zone, subject to the provisions contained within the Land Use By-law for Eastern Shore West.

3.3.2 The Development Officer may approve unenclosed structures attached to a main building such as verandas, decks and porches and steps, mobility disabled ramps, to be located within the minimum front, side and rear yards provided the provisions of the Eastern Shore West Land Use By-law as amended from time to time for such structures are adhered to.

### **3.4 Detailed Provisions For Land Use**

3.4.1 The Developer agrees that the addition constructed on the Lands shall comply with the site plan attached to this Agreement as Schedule B and the building elevations attached to this Agreement as Schedules C and D.

3.4.2 The minimum side and rear setback for the addition is 9.14 metres. This may be reduced to no less than 3.35 metres for a western portion of the addition as shown on Schedule B. The Developer shall provide confirmation (Location Certificate) that this setback is maintained during the Construction Permit inspections.

3.4.3 The maximum height of the addition shall not exceed 11.00 metres as Schedules C and D. However, the Development Officer may permit a 5 percent increase to the height of the addition provided all other provisions of this Agreement have been adhered to.

### **3.5 PARKING, CIRCULATION AND ACCESS**

3.5.1 The parking area shall be:

- (a) sited as shown on Schedule B;
- (b) a minimum of 60 parking spaces and 3 barrier free parking spaces;
- (c) hard surfaced with an asphalt paving system; and
- (d) defined by fencing or landscaping or curb.

### **3.6 BUILDING AND SITE LIGHTING**

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.

### **3.7 LANDSCAPING**

3.7.1 Landscaping shall be provided as shown on Schedule B of this Agreement.

3.7.2 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.

3.7.3 Mass shrub plantings or mixed shrub and ground cover plantings are preferred instead of perennial beds.

3.7.4 No landscaping greater than 0.6 metres in height shall be permitted within the daylighting triangle.

3.7.5 A landscaped focal area and sign, as shown on Schedule F, shall be installed identifying the entrance to the Lands on at Highway 7.

3.7.6 All fencing shall have a landscaped bed of perennial plantings and mulch on the side facing onto the Lands.

### **3.8 MAINTENANCE**

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, 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 removal/salting of walkways and driveways.

### **3.9 SIGNS**

All signage on the lands shall comply with the Eastern Shore West Land Use By-law as amended from time to time.

### **3.10 OUTDOOR STORAGE AND DISPLAY**

3.10.1 No outdoor storage shall be permitted on the Lands. Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.10.2 Propane tanks and electrical transformers shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing or masonry walls with suitable landscaping.

### **3.11 HOURS OF OPERATION**

The uses situated within the addition shall be permitted to operate between the hours of 6:00 a.m. and 11:00 p.m. each day of the week.

### **3.12 MECHANICAL EQUIPMENT**

3.12.1 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Highway 7 or Highway 357 or is incorporated in to the architectural treatments and roof structure.

3.12.2 Any mechanical equipment shall be screened from view from Highway 7 and Highway 357 by means of opaque fencing or masonry walls with suitable landscaping.

## **PART 4: SITE DEVELOPMENT**

### **4.1 General Provisions**

4.1.1 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.

4.1.2 The Lands shall be serviced through privately owned and operated on-site water distribution and sewer systems. The Developer agrees to have prepared by a qualified professional and submitted to Nova Scotia Environment and any other relevant agency, a design for any on-site water distribution system and private sewer system. A Construction Permit shall not be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by Nova Scotia Environment and other appropriate agencies.

4.1.3 Construction and installation of on-site water distribution and private sewer systems shall be carried out under direct supervision of a qualified professional.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Stormwater Drainage Plan and Erosion and Sedimentation Control Plans**

5.1.1 The Developer agrees to have a Stormwater Drainage Plan prepared by a Professional Engineer and submitted for review by Nova Scotia Transportation and Infrastructure Renewal in accordance with all applicable Provincial requirements.

- 5.1.2 Further to Section 5.1.1 the Developer agrees to construct at its own expense the Stormwater Drainage System which conforms to the concept design reviewed by Nova Scotia Transportation and Infrastructure Renewal. The Developer shall provide a letter from a Professional Engineer that the system has been constructed in accordance with the approved design.
- 5.1.3 The Developer agrees to have a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer and submitted for review by Nova Scotia Environment (if applicable). The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment.
- 5.1.4 No Occupancy Permit shall be issued unless any disturbed areas are either fully stabilized with sod or are temporarily stabilized and maintained with a covering of plastic or other such measures. Any temporary stabilization of the lot shall be replaced with final landscaping (top soil and sod) within 6 months of the issuance of the final approval. The owner of the lot shall be responsible for ensuring that any temporary stabilization materials are replaced and maintained on an as required basis to ensure that exposed soil is adequately stabilized at all times.
- 5.1.5 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by Nova Scotia Environment to ensure compliance with the environmental protection measures.

## **PART 6: 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 *Halifax Regional Municipality Charter*.

### **6.2 Non-Substantive Amendments**

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

- (a) Changes to square footage of floor space for permitted uses up to 10%;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
- (c) The length of time for the completion of the development as identified in Section 7.4 of this Agreement; and
- (d) Changes to the hours of operation.

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

### 7.1 Registration

A copy of this Agreement and every amendment and/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 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 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 1 year 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 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 6.2, 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 3 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 Upon the completion 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 Eastern Shore West, as may be amended from time to time.

7.4.3 For the purposes of this section, completion of development shall mean issuance of a Completion Certificate.

## **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 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:

- (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 defense 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; and

- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remediation 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 \_\_\_\_\_, A.D., 2010.

SIGNED, SEALED AND DELIVERED ) **FHDM PROPERTIES LIMITED**  
in the presence of )  
per \_\_\_\_\_ ) per: \_\_\_\_\_  
)  
)

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

SEALED, DELIVERED AND )  
ATTESTED to by the proper )  
signing officers of Halifax Regional )  
Municipality duly authorized )  
in that behalf in the presence ) **HALIFAX REGIONAL MUNICIPALITY**

per \_\_\_\_\_ ) per: \_\_\_\_\_  
) **MAYOR**  
)

per \_\_\_\_\_ ) per: \_\_\_\_\_  
) **MUNICIPAL CLERK**



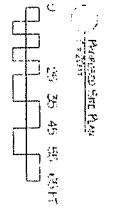
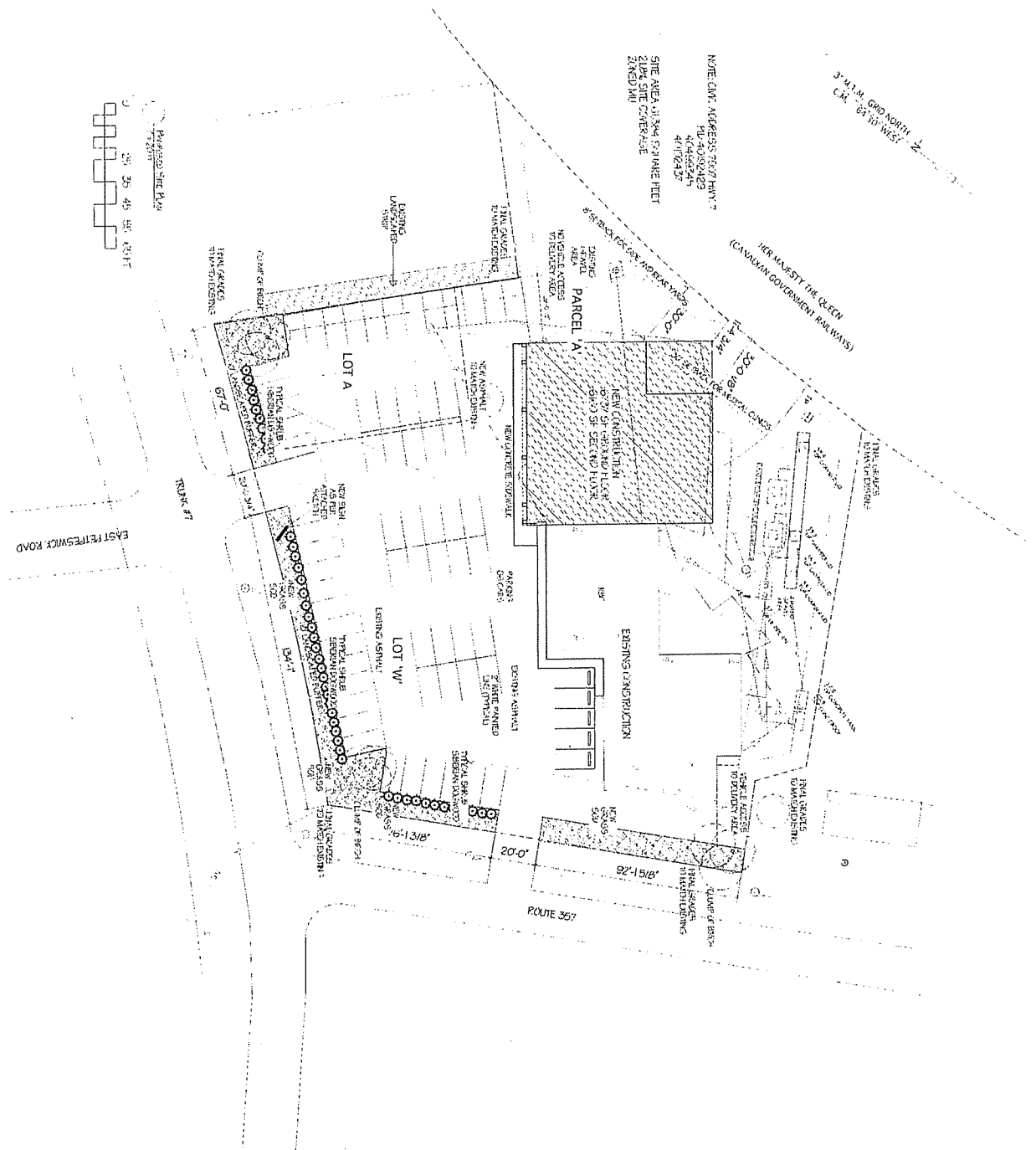
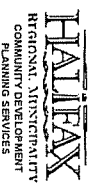
# Schedule B Site Plan

February 15, 2010

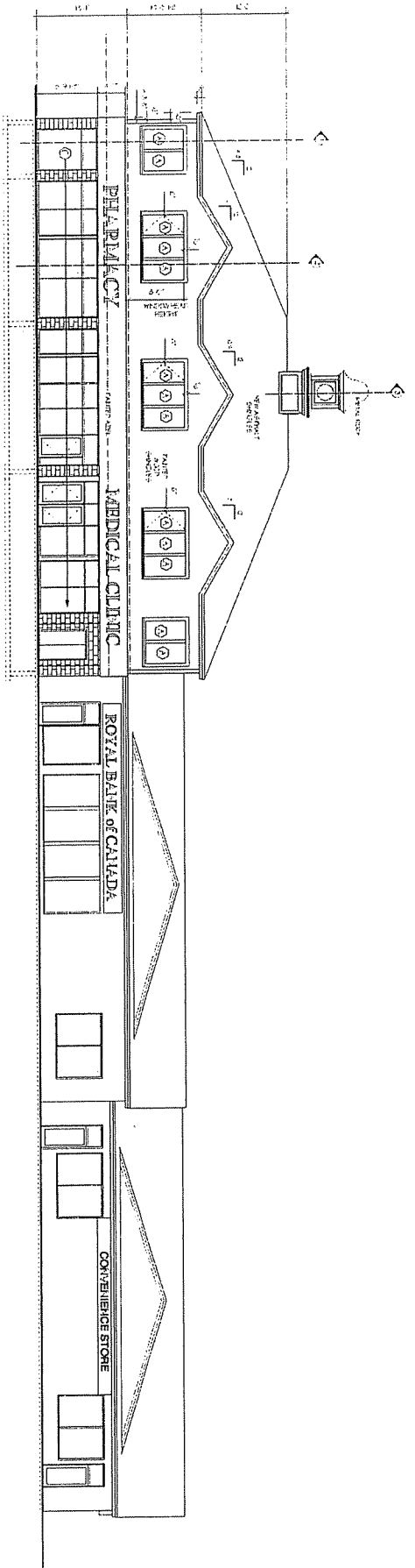
HRM does not guarantee the accuracy of any base information.

Case 15784

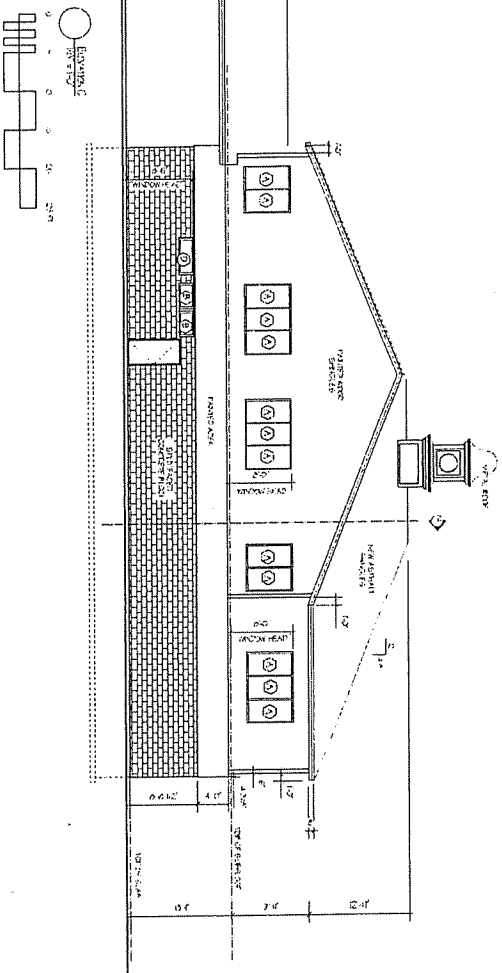
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South East Elevation (Highway 7)



North East Elevation



Schedule C  
Elevations for 7907 Highway #7

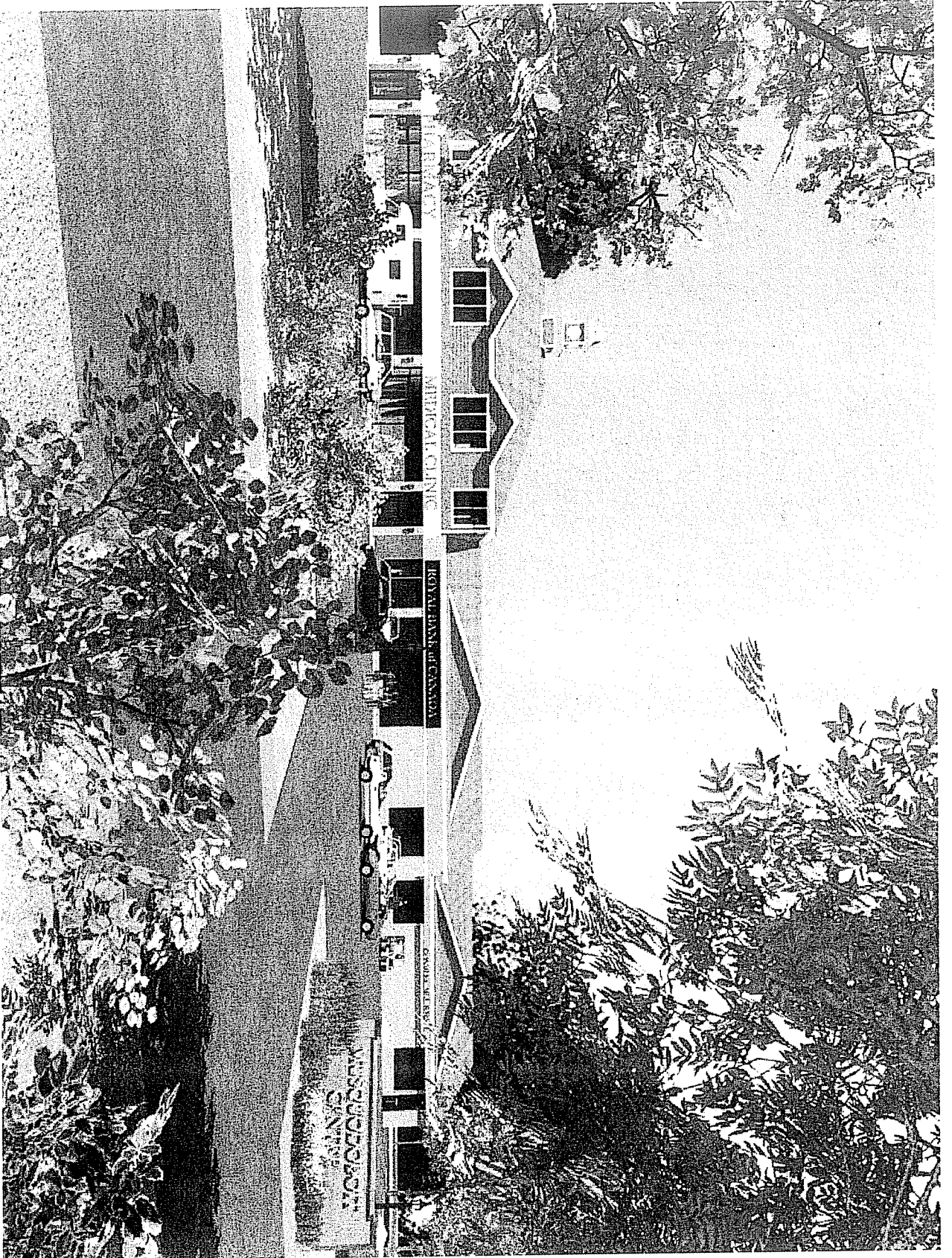
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**Schedule E  
Perspective View**

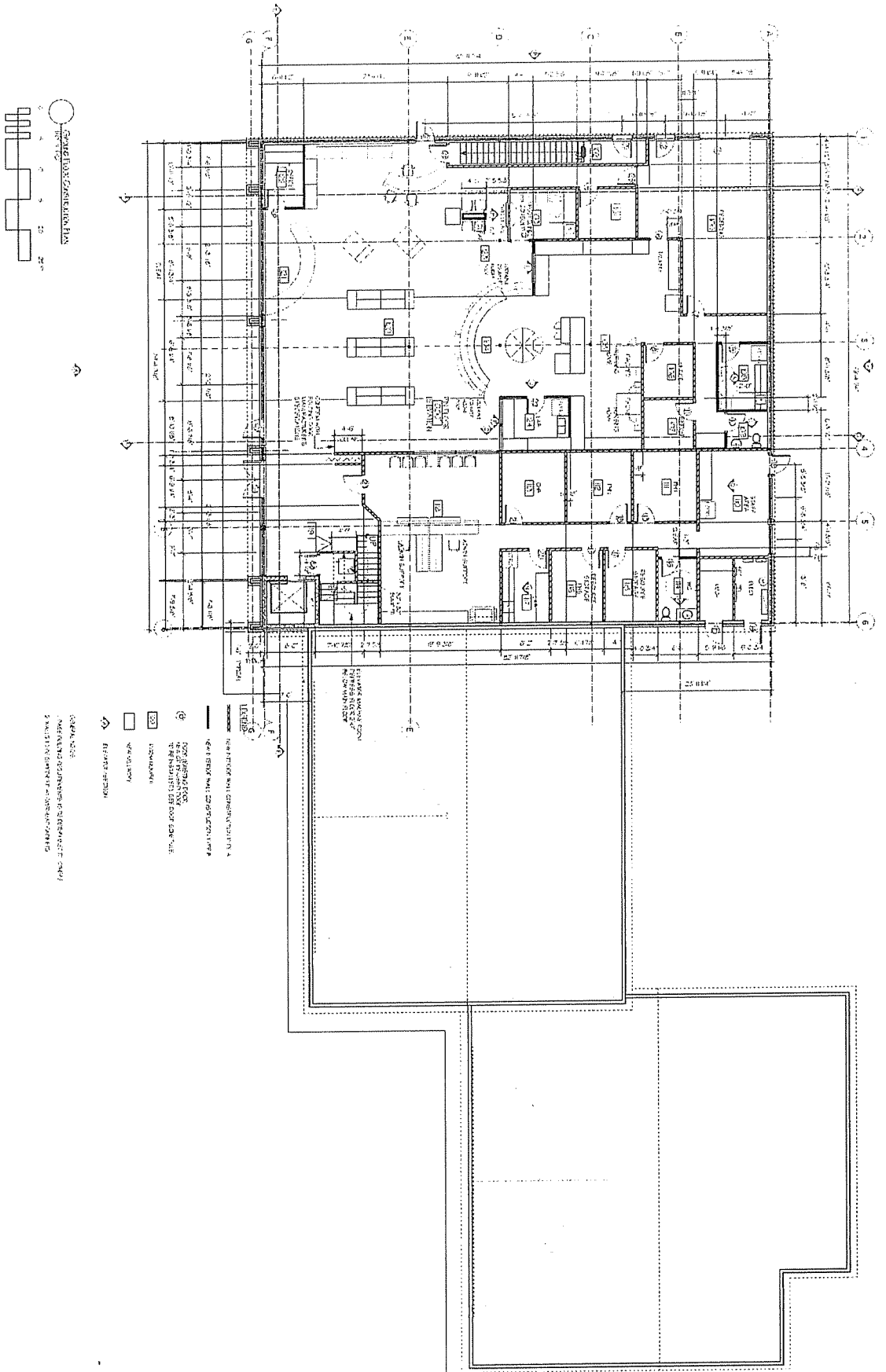
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February 15, 2010

Case 15784

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# Schedule F Floor Plan (Ground Floor)



HRM does not guarantee the accuracy of any base information.

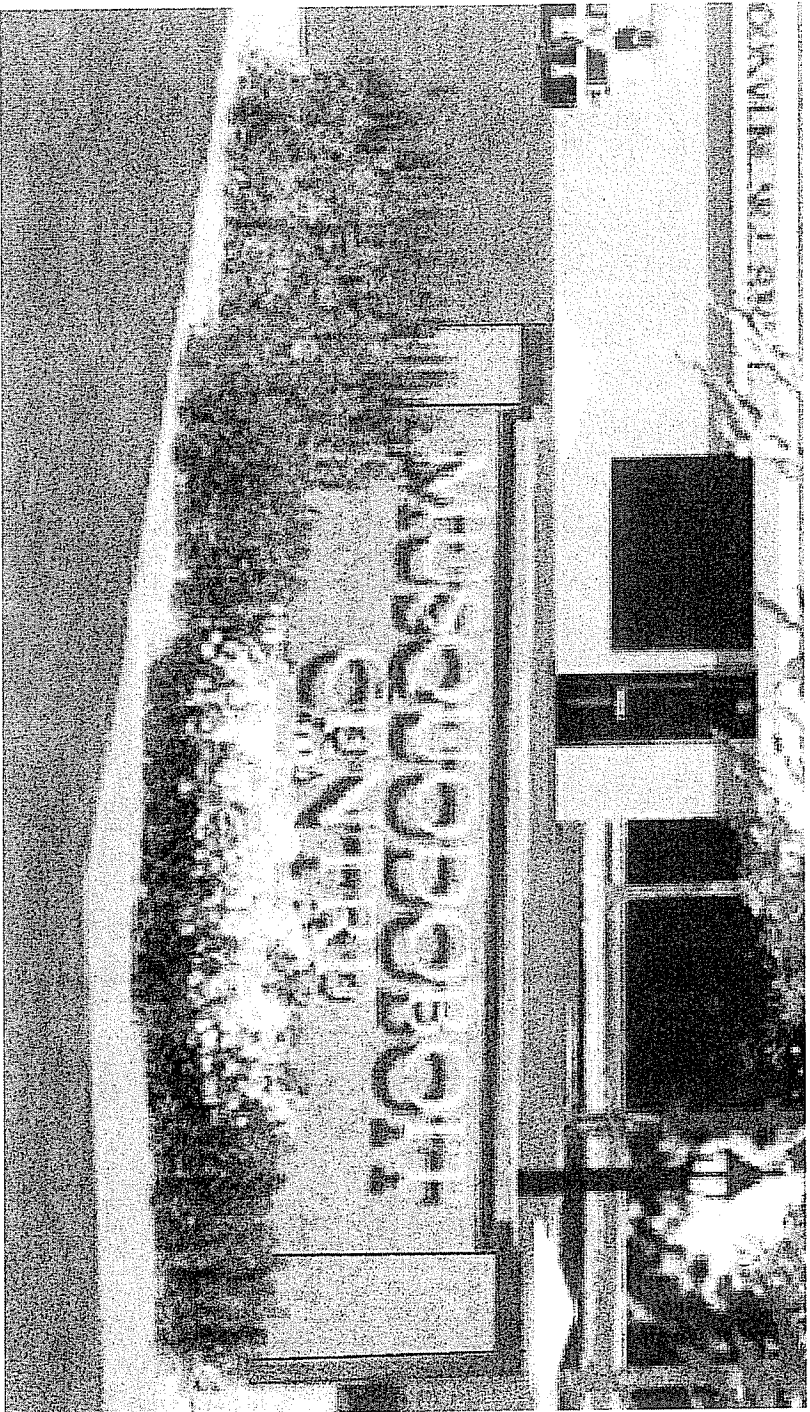
February 15, 2010

Case 15784

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## Schedule H Entrance Sign

HRM does not guarantee the accuracy of any base information.

Attachment B: Excerpts from Eastern Shore West Municipal Planning Strategy

MU-7 Notwithstanding Policy MU-2, it shall be the intention of Council to consider permitting commercial uses with a building footprint greater than five thousand (5,000) square feet in accordance with the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

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

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

- (a) that the proposal is in conformity with the intent of this Strategy and with the requirements of all other municipal by-laws and regulations.
- (b) that the proposal is not premature or inappropriate by reason of:
  - (i) the financial capability of the Municipality to absorb any costs relating to the development;
  - (ii) the adequacy of central or on-site sewerage and water services;
  - (iii) the adequacy or proximity of school, recreation or other community facilities;
  - (iv) the adequacy of road networks leading or adjacent to or within the development; and
  - (v) the potential for damage to or for destruction of designated historic buildings and sites.
- (c) That controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
  - (i) type of use;
  - (ii) height, bulk and lot coverage of any proposed building;
  - (iii) traffic generation, access to and egress from the site, and parking;
  - (iv) open storage; and
  - (v) signs.
- (d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and
- (e) any other relevant matter of planning concern.
- (f) **Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy IC-6”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS. (Regional Council - July 2, 2002, Effective - August 17, 2002)**



Attachment C: Minutes of Public Information Meeting  
HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 15784 - FHDM Properties Limited

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7:00 p.m.

Monday, February 8, 2010  
Eastern Shore District High School

**STAFF IN**

**ATTENDANCE:** Darrell Joudrey, Planner, Planning Applications  
Holly Kent, Planning Technician  
Jennifer Little, Planning Controller

**ALSO IN**

**ATTENDANCE:** Sid Prest, MLA  
James Drage, Applicant  
Nathan Hill, Applicant  
Bill Anwyll, Architect

**PUBLIC IN**

**ATTENDANCE:** 22

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

**1. Opening remarks/Introductions/Purpose of meeting**

Mr. Darrell Joudrey, Planner, Planning Applications, called the meeting to order at approximately 7:05 p.m. in the Eastern Shore District High School, Cafeteria, 35 West Petpeswick Road, Musquodoboit Harbour. He introduced himself as the planner guiding this application through the process; Sid Prest, MLA, Holly Kent, Planning Technician, HRM Planning Services and Jennifer Little, Planning Controller, HRM Planning Services.

Mr. Joudrey advised that the application is to enter into a development agreement expand the existing building at 4907 Highway 7, where the RBC bank and convenience store are located, to permit a pharmacy, medical clinic and general office space. He explained that the reason this expansion must be considered by development agreement is that it is beyond the 5000 sq. ft. permitted by the Eastern Shore West Municipal Planning Strategy.

**2. Overview of planning process**

Mr. Joudrey reviewed the application process, noting that the public information meeting is an initial step, whereby HRM reviews and identifies the scope of the application and seeks input from the neighborhood. The application will then be brought forward to Marine Drive, Valley and Canal Community Council which will hold a public hearing at a later date, prior to making a decision on the proposed development.

Mr. Joudrey reviewed the subject property, noting that the Eastern Shore West MPS supports large scale commercial use through the development agreement process. This enables Council to consider proposals in terms of site specific appropriateness. Policy MU-7 allows Council to consider commercial footprints larger than 5000 sq. ft. providing Council review certain conditions such as compatibility, traffic impact, environmental matters, storage and display.

### 3. Presentation of Proposal

**Mr. Bill Anwyll, Architect**, provided an overview of the proposal, reviewing the layout and noting the following:

- There will be offices on the main floor for rent
- The building will be maintaining the same visual look as the existing building
- Windows will be scaled for a residential look
- There will be a landscaped strip with trees and shrubbery to separate the parking from the highway

In closing Mr. Anwyll explained that this is a great benefit for the Community having a medical clinic and a pharmacy with a small scale residential look.

### 4. Questions and Answers

**Mr. Donald Walter, Musquodoboit Harbour**, explained that his property is behind the subject property and asked if there will be a change in the intersection?

Mr. Joudrey explained that staff have not yet received any comments back from the Province whether or not there will be any changes made to the roads.

Mr. Walter asked if the three unit complex behind the site be a part of this complex?

Mr. Anwyll explained that the complex will not be part of this development agreement. It will only include a convenience store, a bank and the new addition.

James Drage, Applicant, explained that this will be 2-storeys and will include an elevator. He also added that Capital Health will be on the ground floor with a physiotherapy clinic.

A gentleman of the resident asked where the parking will be located.

Mr. Drage explained that the parking location will not change from its current location.

Mr. Joudrey added that this parking lot meets the current criteria required under the Municipal Planning Strategy.

A lady of the residents asked if this pharmacy will be in addition to the current pharmacy?

Mr. Drage explained that they are moving their business to this location, therefore there will only be one pharmacy in this area.

Mr. Wayne Brown asked what the process time is.

Mr. Joudrey explained that staff is aiming to have the staff report completed and submitted to Marine Drive, Valley and Canal at its March 30<sup>th</sup> 2010 meeting. Public Hearing may be held April or May 2010.

**5. Closing Comments**

Mr. Joudrey thanked everyone for attending. He encouraged anyone with further questions or comments to contact him.

**6. Adjournment**

The meeting adjourned at approximately 7:20 p.m.



**Schedule F Entrance Sign**

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