

North West Community Council  
February 23, 2006

TO: North West Community Council

SUBMITTED BY: Gail Harnish / for  
Joel Matheson, Chair  
North West Planning Advisory Committee

RE: Case 00674: Rezoning and Development Agreements, Cobequid Road/  
Glendale Drive, Sackville

DATE: February 10, 2006

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**ORIGIN**

North West Planning Advisory Committee meeting - February 6, 2006

**RECOMMENDATION**

The North West Planning Advisory Committee recommend that North West Community Council:

1. Move First Reading and Notice of Motion to consider the proposed rezoning and development agreement, and schedule a public hearing.
2. Approve the rezoning of PID #00361493 and a portion of PID #00637652 from P-1 (Community Facility) Zone to C-2 (Community Commercial) Zone as shown on Map 5 of the staff report dated January 23, 2006.
3. Approve the development agreements as set out in Attachment "C" of the staff report dated January 23, 2006 to permit the establishment of a portion of a gas station, and Attachment "D" of the staff report dated January 23, 2006 with the following amendments to permit the establishment of a restaurant and office, subject to the sale of HRM lands and the creation of Lots 1 and 2 through the subdivision process:
  - ▶ inclusion of hours of operation;
  - ▶ inclusion of mitigative measures to reduce noise from the proposed restaurant, specifically air conditioners and exhaust equipment;
  - ▶ inclusion of a clause to require that the maintenance records of oil and grit separators be submitted to the Watershed Advisory Board.
4. Require that the development agreement be signed and registered within 365 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.

Proposed amendments to address the three requested amendments have been incorporated in bold in the attached Revised Attachment "D".

**ATTACHMENTS**

Revised Attachment "D"  
Staff report dated January 23, 2006

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.  
Report prepared by: Gail Harnish, Admin/PAC Coordinator, 490-4937  
Report reviewed by: Joel Matheson, Chair, North West PAC

**Attachment D (Revised)  
Proposed Development Agreement for Commercial Building**

THIS AGREEMENT made this     day of                     , 2006,

BETWEEN:

**CHESSMAN INVESTMENTS and DEVELOPMENTS LIMITED,**

a body corporate, in the County of Halifax,  
Province of Nova Scotia (the "Owner")

OF THE FIRST PART

-and-

**HAMTON HOLDINGS LIMITED,**

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

OF THE SECOND PART

-and-

**HALIFAX REGIONAL MUNICIPALITY,**

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

OF THE THIRD PART

**WHEREAS** the Chessman Investments and Development Limited are the registered owner of the lands located on Cobequid Road and Glendale Drive of Lower Sackville and more particularly described in Schedule "A", the said Agreement (hereinafter called the "Lands").

**AND WHEREAS** Hamton Holdings Limited has requested that the Municipality enter into a development agreement to allow for a community commercial uses, specifically a restaurant and offices on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Sackville.

**AND WHEREAS** the North West Community Council of Halifax Regional Municipality at its meeting on \_\_\_\_ the day of \_\_\_\_\_, 2006, approved the requested amendment, referenced as Case 00674.

**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 The Developer agrees that the Land shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 Except as otherwise provided for herein, the development and use of the Land shall comply with the requirements of the Land Use By-law of Sackville, as may be amended from time to time.
- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Halifax County Subdivision By-law, as may be amended from time to time.
- 1.4 Pursuant to Section 1.2 and 1.3, 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 Land (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Land.
- 1.5 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Land (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.
- 1.6 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 owned by the Developer or lot owner.
- 1.7 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: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **2.1 Schedules**

The Developer shall develop and use the Lands in conformance with the site plans,

design drawings, renderings and supporting technical documents, attached as the following Schedules to this Agreement:

Schedule "A"	Legal Description of the Land, identified as PID# 00356840
Schedule "B"	Areas Subject to Development Agreement
Schedule "C"	Site Plan
Schedule "D"	Elevation Drawings
Schedule "E"	Floor Plan
Schedule "F"	Landscape Plan
Schedule "G"	Erosion and Sedimentation Control Guidelines

## **2.2 Land Use**

The use of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on Schedule "B" and Schedule "C", are the following:

- a) uses permitted by the C-2 (Community Commercial) Zone of the Sackville Land Use By-law, as amended from time to time.

## **2.3 Detailed Provisions for Land Uses**

### **2.3.1 Building Location**

- (a) The proposed buildings shall be sited as generally illustrated on Schedule "C".
- (b) The Development Officer, may approve minor changes to the re-location of the building(s) provided the relocation meets the intent and specific provisions of this Agreement and the building is not located within 20 feet of a property line..
- (c) Accessory buildings shall be limited to a maximum footprint of seven hundred and fifty square feet and shall not exceed fifteen feet in height. The Development Officer shall determine height and setbacks as defined by the Land Use By-law for Sackville.
- (d) The minimum setback for any accessory building from the property lines and main building shall be in accordance with the provisions of the Land Use Bylaw for Sackville.
- (e) Notwithstanding the requirements of section 2.3.1(c) no accessory building shall be sited in the area defined in the agreement as landscaped as illustrated on Schedule "F".
- (f) Refuse containers and composters shall be enclosed or screened, located in the rear yard, but shall not encroach in the landscaped are as illustrated on Schedule "F".

### **2.3.2 Building Size**

- (a) The footprint of the office/restaurant structure shall not exceed 186 square metres (2000 square feet) as generally illustrated on Schedule “C” and the total gross floor area shall not exceed 372 square metres (4000 square feet ) plus basement. Notwithstanding the previous statement and Section 2.2, the basement area shall not be used for any other use than storage accessory to uses permitted within the structure.
- (b) Notwithstanding Section 2.32 (a), the development officer, in consultation with a planner, may permit a 5% increase of the permitted footprint of the buildings provided the intent and all provisions of this agreement have been adhered to. However, this clause shall not be applicable to any accessory buildings.

### **2.3.3 Building Height**

- (a) No building shall exceed 35 feet in height.
- (b) The Development Officer shall determine the height of the structure as defined in the Land Use By-law for Sackville.

### **2.3.4 Architectural Design**

- (a) The total window area per building face of the subway restaurant/office building shall not exceed fifty (50) percent as generally illustrated on Schedule “D”.
- (b) The exterior facade of the Subway Restaurant/office building shall be comprised of brick and vinyl siding or equivalent as generally illustrated on Schedule “D”.

### **2.3.5 Signage**

- (a) Signs shall be limited to signage identifying the business and limited to:
  - fascia signs located on the front and right elevations of the buildings.
  - one ground sign on the property.
- (b) The front elevation fascia sign shall meet the requirements of the Sackville Land Use By-law. The final design and location of the sign shall be approved by the Development Officer. The right elevation fascia sign shall not exceed 60 square feet in size nor extend above the top or project beyond the extremities of the wall in which it is attached. The final design and location of the sign shall be approved by the Development Officer as determined by the Land Use Bylaw for Sackville. Notwithstanding the previous statement, the Development Officer may permit minor changes to the right fascia sign provided it furthers the intent of the agreement.

- (c) A ground sign shall meet the requirements of the Sackville Land Use By-law, as amended from time to time.
- (d) No mobile or moveable sign shall be permitted except the Development Officer may issue a permit for a temporary mobile or moveable sign for the first 60 days of occupancy after construction has been completed of the gas station and the restaurant. After the 60 day period has expired the Developer shall remove the mobile or moveable signs.

### **2.3.6 Parking and Access**

- (a) A parking area shall be provided with a minimum of thirty seven (37) spaces and the location of the spaces shall be as generally illustrated on Schedule "C". Each parking space shall be a minimum of one hundred and sixty (160) square feet (15 sq. m) measuring eight (8) feet (2.4 m) by twenty (20) feet (6.1 m). Parking shall be permitted on the subject property and any adjoining lands.
- (b) A minimum of two parking spaces shall be reserved for the mobility impaired.
- (c) The driveway accesses shall be located off Cobequid Road and Glendale Drive and generally illustrated on Schedule "C".
- (d) The location of the driveways shall be as generally illustrated on Schedule "C".
  - The driveway accesses shall not exceed 26 feet (7.9 m) in width.
  - The developer shall obtain a Streets and Services Permit in conjunction with any building permit.

### **2.3.7 Landscaping Requirements**

- (a) The developer shall provide landscaped areas as generally shown on Schedule "F". A landscaped area is defined as covered by vegetation comprising any combination of trees, hedges, shrubs, flowers, grass or other horticultural elements, or by a combination of vegetation and decorative elements such as but not limited to stonework, brick, unit pavers or wood. Furthermore, any area which is not used for vehicular movement or parking shall be landscaped. Notwithstanding Schedule "F", the Development Officer may permit minor changes to landscaping provided it furthers the intent of the agreement.
- (b) The developer shall provide a solid board wood fencing a minimum of five feet in height but no greater than six feet in height between the proposed restaurant and the adjacent residential properties as identified on Schedule "F".

- (c) The planting shown on Schedule "F" shall include a mixture of the following:
- (i) juniper (juniperous horizontalis)
  - (ii) spirea (spirea naponica)
  - (iii) weigela (weigela bristol ruby)
- (d) No occupancy permit shall be issued for any unit until the landscaping and fencing has been completed, except that an occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 120 percent of the estimated cost of completion of the outstanding landscaping work. An estimate for the landscaping shall be submitted and signed by a landscape architect or viable landscaping company as determined by the Development Officer. The security shall be in the favor of the Municipality and shall be in the form of a certified cheque or irrevocable, automatically renewable letter of credit in the Municipality's name issued by a chartered bank. The security shall be returned to the Developer only upon completion of the landscaping as described herein and illustrated on Schedules, and as approved by the Municipality. If outstanding work is not completed within 8 months from the date of the certified cheque or irrevocable, automatically renewable letter of credit, the Municipality may cash the cheque or letter of credit for the amount owing to complete the outstanding work and complete the necessary work. Should the eight month time frame expire during the winter months, the outstanding work will be completed in the spring season and the Municipality will cash the cheque or letter of credit to complete the work.

### 2.3.8 Lighting

- (a) 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.

### 2.3.9 Mechanical Equipment

- (a) **Mechanical equipment shall not be permitted on the roof of the structure.**
- (b) **Any mechanical equipment shall be screened from view with a combination of fencing and landscaping or building elements.**
- (c) **All mechanical equipment shall be sited in a manner as to minimize the disturbance to adjacent residential properties. Furthermore no mechanical equipment shall be located between the commercial building and the adjacent residential properties and no exhaust fans shall be permitted to face the adjacent residential properties.**



## **2.4 Municipal Services**

- (a) The building shall connect to the municipal sewer and water system. The design, installation and cost associated with the provision of services, included but not limited to, water supply, sanitary sewers, storm sewer and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer, and no development permit shall be issued by the Development Officer until written approval from the Municipal Engineer, Halifax Regional Water Commission staff and any other applicable authorities with respect to the design of all systems has been received.
- (b) The developer shall provide to the Development Engineer, storm water flow calculations which have been certified by a professional engineer.
- (c) The developer shall provide a service easement in favor of Halifax Regional Water Commission and HRM for the proposed relocation of the public water, sanitary and storm system. The service easement is subject to compliance with Halifax Regional Water Commission and HRM operation and maintenance requirements. This easement shall be a minimum of six (6) metres (19.68 feet) in width and be located on the southern property line and along the eastern property line as generally illustrated on Schedule "C". This easement shall be in favour of the Halifax Regional Municipality.
- (d) Further to section 2.4 (c), these easements shall be included on the plan of subdivision which is certified by a Nova Scotia Land Surveyor. The granting of easements as required above shall take place prior to the issuance of an occupancy permit for the proposed development of the restaurant and office space.
- (e) A Municipal Service Agreement shall be required for the public sanitary and storm system; construction cost estimate and inspection fees will be required for the public sanitary and storm system.
- (f) Any disturbance to the existing on-site and off-site infrastructure resulting from the development, including but not limited to pavement, utilities and landscaping areas 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 Municipal Engineer and Halifax Regional Water Commission staff. Excepting, the provisions from any other agreement which may be made between the developer and the Municipality and the Water Commission.
- (g) Prior to the issuance of a development permit, a water services agreement between the developer and the Halifax Regional Water Commission shall be required. In addition, construction cost estimates and inspection fees will be required for the public water system.

## 2.5 **Environmental Protection**

- (a) Prior to any clearing, excavation or the placement of fill material on the Property (including any adjoining lands) for the purpose of constructing of the development, the Developer shall submit a Grading and Drainage Plan certified by a Professional Engineer indicating existing and proposed finished grades on the site and the effects of site drainage on the surface drainage of abutting properties and downstream receiving systems. The grading and drainage plan shall minimize the amount of excavation on the property and minimize the amount of fill placed on the property. The drainage plan shall receive written approval by the Municipal Development Engineer prior to commencement of the work. All costs and all work associated with the stormwater drainage system shall be the responsibility of the Developer.
- (b) Prior to any grubbing, excavation or the placement of fill materials on the property (including any adjoining lands) for the purpose of constructing of the development, the Developer shall submit an Erosion and Sedimentation Control Plan certified by a Professional Engineer which generally complies with Schedule "G". Specifically, this plan should outline the temporary erosion and sedimentation control measures (vegetative and mechanical) to be used during active construction of the building with an emphasis on minimizing the amount of soil disturbed and the duration of exposed soil. The plan shall receive written approval by the Municipal Development Engineer prior to commencement of the work. All costs and all work associated with the implementation of the plan shall be the responsibility of the Developer. Furthermore, the developer shall notify the N.S. Department of Environment and Labour and the Development Officer in writing when construction on the site has commenced.
- (c) Pursuant to Section 2.5(b), all earthworks and construction on the Property (including any adjoining lands) shall comply with the requirements of Schedule "G". Conformance to this Schedule shall be a condition of any development permit, and the Development Officer shall require the Developer to post security in the amount of ten thousand dollars (\$10,000) prior to the issuance of any development permit to ensure the environmental protection measures are properly implemented and maintained according to the terms of this Agreement. The security shall be in favour of HRM and may be in a form of certified cheque or irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer upon the total completion of the development to the Municipality's satisfaction or upon issuance of the Occupancy Permit. If erosion and sedimentation control work is not completed as required by this agreement, the Municipality may cash the cheque or letter of credit for the amount required to complete the outstanding work and complete the necessary work.
- (d) The Developer shall follow the Sulphide Bearing Material Disposal Regulations should pyretic slate be found on the property.

- (e) Any fuel stored on site (including any adjoining lands) for the purpose of heating shall have a protective catchment device.
- (f) Prior to the issuance of an occupancy permit for any of the buildings, the developer shall ensure the following measures are complete:
  - (i) All construction debris has been removed from the property (including any adjoining lands) and that a survey of surrounding properties is undertaken to ensure that construction debris has not migrated to other properties. If debris has migrated to other properties, the developer shall clean up such debris.
- (g) An oil/water separator shall be provided to treat all stormwater from the parking areas and driveway. The developer shall maintain the separator according to the manufacturer's requirements. **Furthermore, the Developer shall provide copies of maintenance records for the oil/water separator to the Development Officer by the 31<sup>st</sup> day of January of any year. The Development Officer shall forward copies of the records to the appropriate Water's Advisory Board for review.**
- (h) Prior to any clearing, excavation or the placement of fill material on the Lands (including any adjoining lands), the Developer shall obtain a Topsoil Permit in accordance with the Topsoil By-law. All costs and all work associated with the stormwater drainage system shall be the responsibility of the Developer.
- (i) Construction materials wastes shall not be burned, buried or discarded on the Land.

## 2.6 Maintenance

The Developer shall maintain and keep in good repair all portions of the development, including but not limited to, the interior and exterior of the building, fencing, parking areas and driveways, and the maintenance of all landscape and buffer areas including the replacement of dead plant stock, trimming and litter control and snow removal.

## 2.7 Approvals and Permits

The Developer shall not commence construction of the buildings on the Lands until a Municipal Development Permit has been issued by the Municipality. In addition to complying with all other terms and conditions of this Agreement, and any applicable provisions of the Sackville Land Use bylaw, issuance of a Municipal Development Permit is conditional upon the Developer obtaining and providing the Development Officer a copy of each of the following:

- (a) All Street and Service permits required for access and extension of municipal services.

- (b) Storm Water Management Plan which has been approved by the Development Engineer.
- (c) Erosion and Sedimentation Control Plan which has been approved by the Development Engineer.
- (d) Topsoil Removal Permit

## **2.8 Hours of Operation**

**Food stores and restaurants shall be permitted to operate between the hours of 6 a.m. and 1 am. All other uses shall be permitted to operate between the hours of 7 a.m. and 10 p.m. Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 a.m. and 10:00 p.m. Notwithstanding the previous statements, hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.**

## **PART 3: AMENDMENTS**

Amendments to any matters shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

## **PART 4:REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 Upon the transfer of title to any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.4 Notwithstanding Section 4.3 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this agreement.
- 4.5 In the event that construction of the project has not commenced within four (4) years from the date of approval of this Agreement by the Municipality, 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. For the purposes of this section, “commencement of construction” shall mean the concrete slab and footings (if necessary).

- 4.6 Upon the completion of the development or portions thereof, or after five years from the date of approval of this Agreement, 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 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 Sackville, as may be amended.

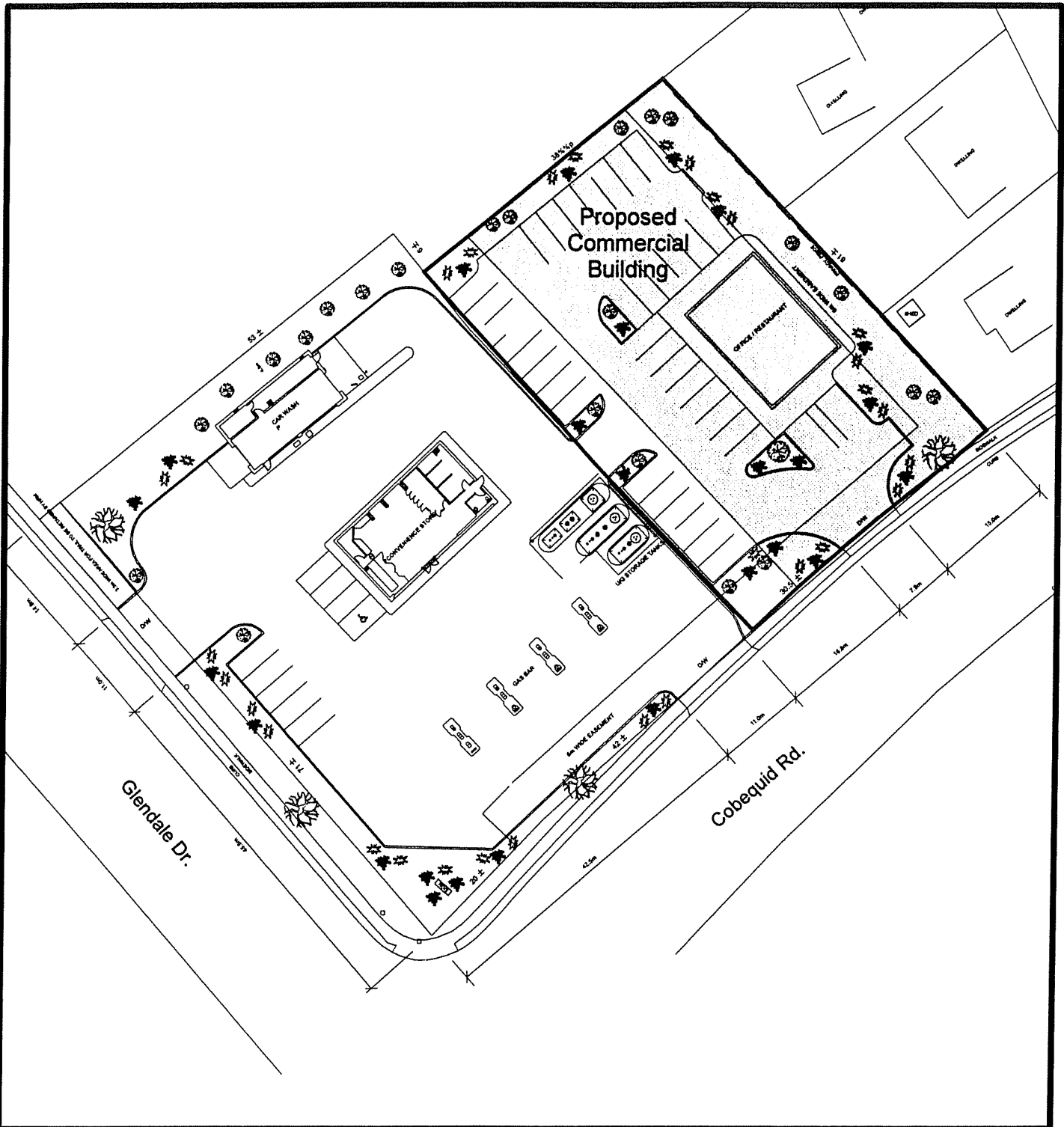
## **PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 5.1 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 one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (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 defence based upon the allegation that damages would be an adequate remedy;
  - (b) the Municipality may enter onto the Land 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 the Property 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 for Sackville; and/or
- (d) 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.

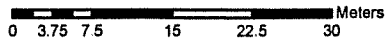
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

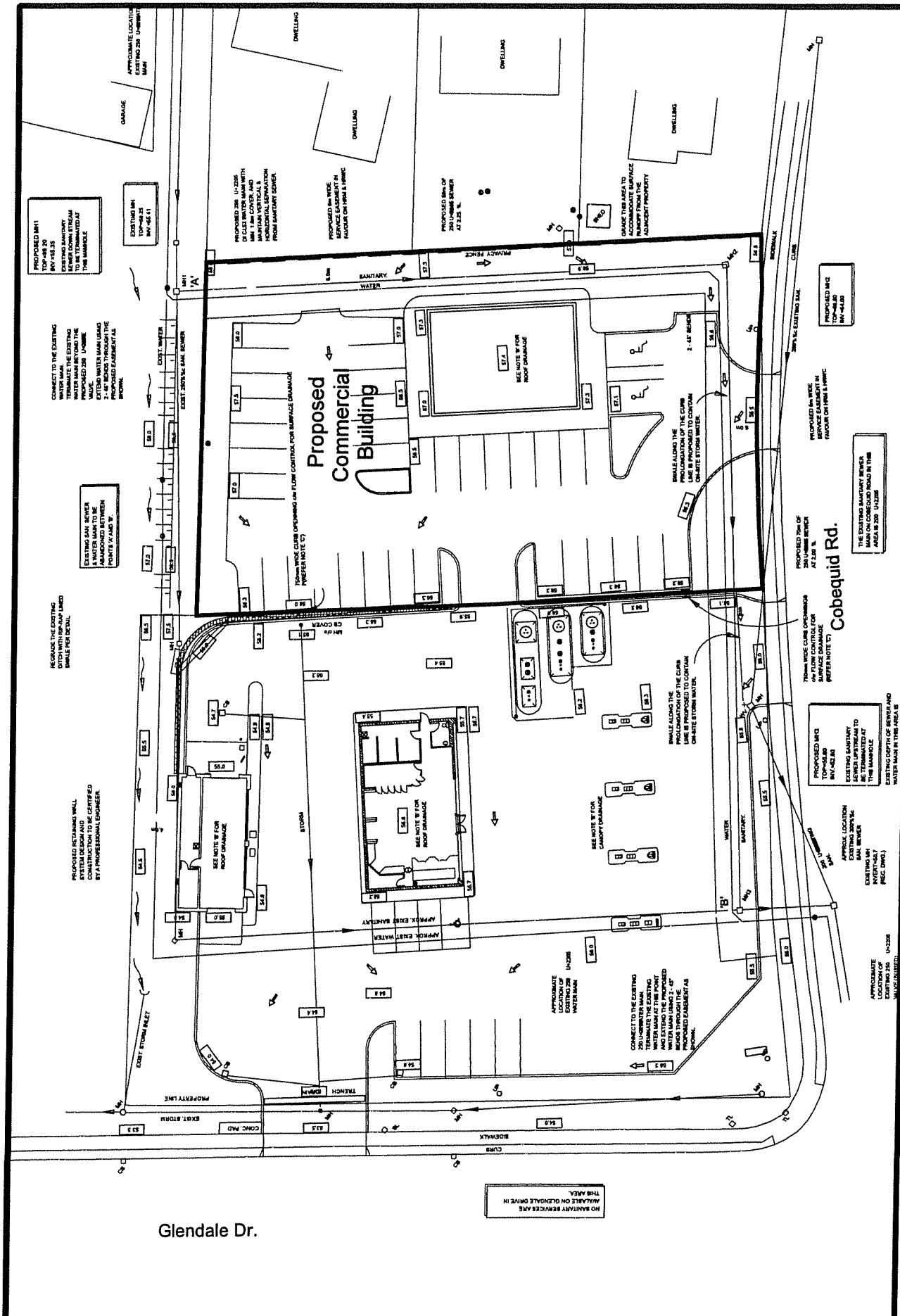
Signed, sealed and delivered in the presence of:	)	Chessman Investments and Developments Limited
	)	
per: _____	)	per: _____
	)	
	)	Hampton Holdings Limited
	)	
	)	per: _____
	)	
Sealed, Delivered and Attested by the proper signing officers of Halifax Regional Municipality duly authorized on that behalf in the presence of	)	Halifax Regional Municipality
	)	
	)	per: _____
	)	MAYOR
	)	
_____	)	per: _____
	)	MUNICIPAL CLERK



**Schedule B**

 Area Subject to Development Agreement



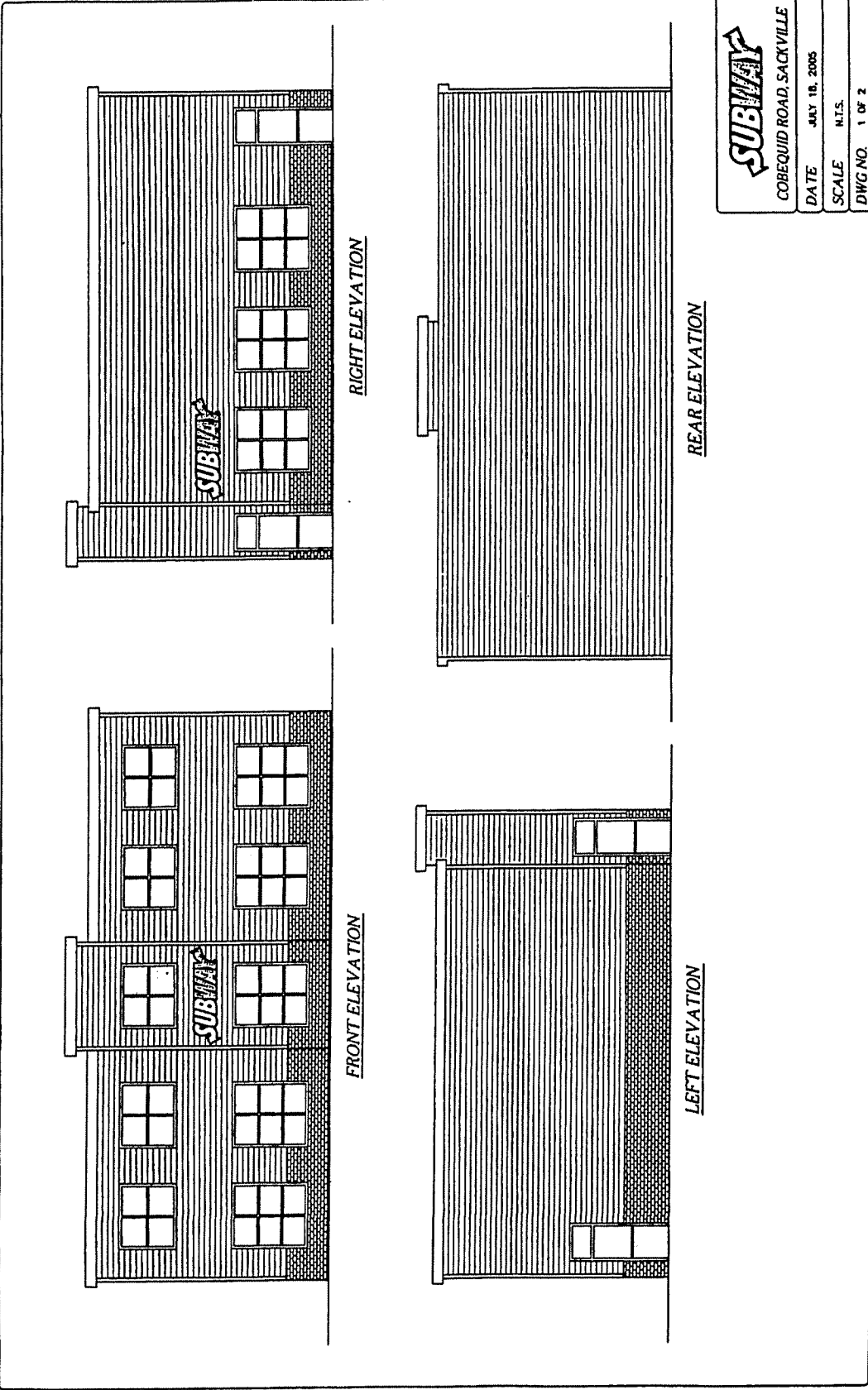



**Schedule "C"**  
**Site Plan**



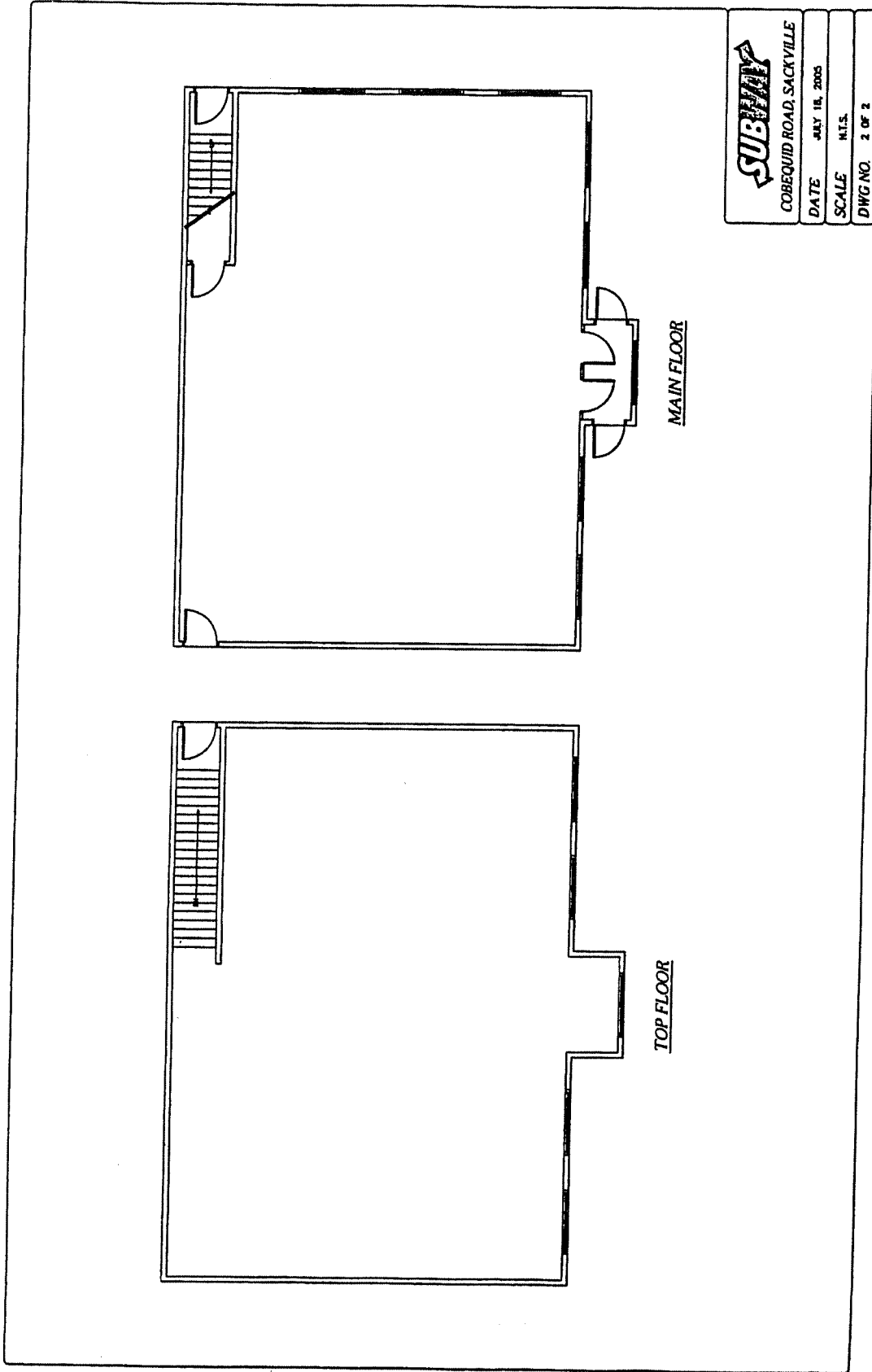


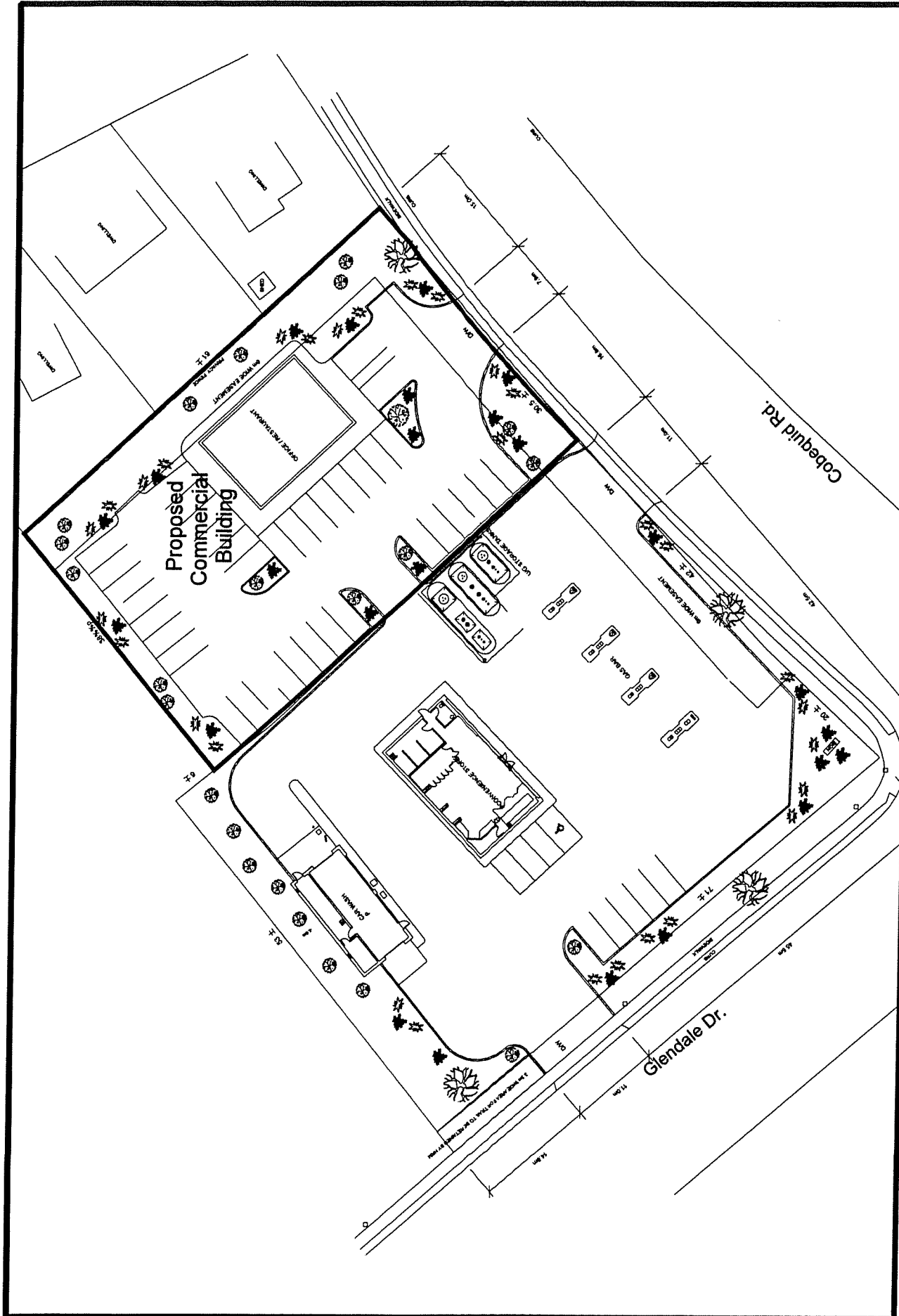
Schedule D - Elevation Drawings



		
COBEQUID ROAD, SACKVILLE		
DATE	JULY 18, 2005	
SCALE	N.T.S.	
DWG. NO.	1	OF 2

Schedule E - Floor Plan





Schedule "F"  
Landscaping Plan



Jan. 24, 2006

HRM does not guarantee the accuracy of any base map information on this map.

F:\Repmaps\Devagree\00674\ScheduleF.mxd (AKT)

**Schedule "G"**  
**Erosion and Sedimentation Control Guidelines**

## EROSION AND SEDIMENTATION CONTROL ON CONSTRUCTION PROJECTS

A very important first step in reducing sedimentation of receiving water bodies is to develop a plan for controlling erosion before any earth-moving equipment disturbs a construction site. This plan is an integral part of the total site development plan and prescribes all the steps necessary, including scheduling, to assure erosion and sediment control during all phases of construction.

A knowledge of factors affecting erosion, as explained in Appendix B, provides the basis for technical erosion and sediment control principles. These principles can be utilized by the project planner in the design stage or readily implemented by a construction foreman in the field. Practical combinations of the five principles outlined on the following pages should be utilized to the maximum extent possible on all construction projects.

### **2.1 ACCEPTED PRINCIPLES AND PRACTICES FOR REDUCING EROSION AND SEDIMENTATION**

#### **1. FIT THE ACTIVITY TO THE TOPOGRAPHY, SOILS, WATERWAYS, AND NATURAL VEGETATION OF A SITE.**

- a) Costs for erosion control and maintenance can be minimized if a site is selected for a specific activity rather than attempting to modify the site to conform to the proposed activity.
- b) Detailed planning will assure that roadways, buildings and other permanent features related to the activity conform to the natural characteristics of the site.
  - Locate large graded areas on the most level portion of the site.
  - Avoid areas subject to flooding and make every effort to preserve all features of natural channels. **Note that any channel alterations require a permit from the Department of the Environment.**
  - Areas of steep slopes, erodible soils and soils with severe limitations for the intended uses should not be utilized without first overcoming the limitations through sound engineering practices.
  - limit the length and steepness of the designed slopes to reduce runoff volumes and velocities. Long, steep slopes should be broken by benching, terracing or constructing

diversion structures.

## 2. EXPOSE THE SMALLEST PRACTICAL AREA OF LAND FOR THE SHORTEST POSSIBLE TIME.

- a) Earth changes and the removal of natural vegetation leave an area susceptible to erosion and sedimentation; the larger the disturbed area and the longer it is left unstabilized, the more serious the problem becomes.
  - Plan the phases or stages of development so that only the areas which are actively being developed are exposed. All other areas should have a good cover of temporary or permanent vegetation or mulch.
- b) Complete grading as soon as possible after it is begun. Then, immediately after grading is complete, establish permanent vegetation and surface cover such as gravel, and erosion controls in the area.
  - Revegetate the slopes as work progresses - for example, as cut slopes are made, or as fill slopes are brought up to grade. This process is known as staged seeding.
  - Minimize grading of large or critical areas during the season of maximum erosion potential.

## 3. APPLY "SOIL EROSION" CONTROL PRACTICES AS A FIRST LINE OF DEFENSE AGAINST ON-SITE DAMAGE

- a) Applying erosion control practices on a site will prevent excessive sediment from being produced.
  - Keep soil covered as much as possible with temporary or permanent vegetation or with various mulch materials. Even project materials such as brush, logs and chippings can serve as mulch and help to control erosion.
  - Use special grading methods such as roughening a slope on the contour or tracking with a cleated dozer.
  - Roll and compact soil to make it less erodible.
  - Incorporate other practices such as diversion structures to divert surface runoff from exposed soils, and grade stabilization structures to control surface water.
- Effective erosion control and sediment reduction depends upon judicious selection of conservation practices, adequate design, accurate installation in a timely fashion, and sufficient maintenance to ensure the intended results.
- c) Prevent "gross" erosion in the form of gullies.
- d) **When erosion is not adequately controlled, sediment control is more difficult and expensive.**

#### 4. APPLY "SEDIMENT CONTROL" PRACTICES AS A PERIMETER PROTECTION TO PREVENT OFF-SITE DAMAGE.

- a) The second line of defence is to control runoff and prevent sediment from getting off-site. Generally, this is done by either filtering runoff as it flows through an area or impounding the sediment-laden runoff for a period of time so that the soil particles settle out.
- Berms, sedimentation basins, sediment traps, and vegetative filters are some examples of practices used to control sediment and protect watercourses.
  - Vegetative and structural sediment control measures can be classified as either temporary or permanent depending on whether or not they will remain in use after development is complete.
- b) **The best way to control sediment, however, is to prevent erosion at its source.**

#### 5. IMPLEMENT A THOROUGH MAINTENANCE AND FOLLOW-UP OPERATION.

This fifth principle is vital to the success of the four others. A site cannot be effectively controlled without thorough, periodic checks of the erosion and sediment control practices. These practices must be maintained just as construction equipment must be maintained, and materials checked and inventoried.

- Start a routine "end of day check" to make sure that all control practices are working properly.
- Check the weather forecast daily and be prepared if rain is predicted.
- Throughout construction keep an adequate inventory on hand of materials such as straw bales, polyethylene, gravel, or rock riprap, and scout the area for other sources of useful materials like hay, bark or sawdust for mulching.

Usually these five principles are integrated into an overall plan of vegetative and structural measures and management techniques aimed at preventing erosion and controlling sediment, as demonstrated by the flow chart, Figure 3. In most cases, a combination of limited grading, limited time of exposure and a judicious selection of erosion control practices and sediment trapping facilities will prove to be the most practical method of controlling erosion and the associated production and transport of sediment.

**PREPARE EROSION AND SEDIMENTATION CONTROL PLAN**

Consists of a written document and drawings based on accepted principles and practices and reducing erosion and sedimentation.

- Carry out a thorough soils analysis
- Fit the activity to the natural site featured particularly waterways
- Include a stormwater management plan
- Expose the smallest area for the shortest practical time
- Plan for erosion control materials and the time to apply them
- Plan the location for sedimentation control measures
- Prepare for contingencies - maintenance is very important

**IMPLEMENT TEMPORARY EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION**

<b>SURFACE STABILIZATION (TEMPORARY)</b>		<b>DRAINAGE CONTROL (TEMPORARY)</b>		
VEGETATIVE (1.5) BUFFER STRIPS	NONVEGETATIVE RIPRAP (1.1)	CHANNELS (DITCHES) (2.1)(2.2)	GRADING PRACTICES (1.0)	SEDIMENTATION PONDS (2.10) (TEMPORARY/ PERMANENT)
MULCHING	GABION BASKETS(1.2)	<b>CHECK DAMS</b>		<b>FILTER BARRIERS</b>
HYDROSEEDING	GEOTEXTILE FILTER FABRIC(1.3)	BRUSH (2.7A)		STRAW (2.8)
MATTING (1.4)	MATTING (1.4)	ROCK (2.7B)		FILTER FABRIC (2.9)

**IMPLEMENT MAINTENANCE PROGRAM THROUGHOUT CONSTRUCTION**

**DAILY ROUTINE CHECKS    REPAIRS    REPLACEMENTS    INVENTORY OF CONTROL MATERIALS**

**PERMANENT EROSION CONTROL FOR FINISHED SITE**

<b>SURFACE STABILIZATION (PERMANENT)</b>		<b>DRAINAGE CONTROL (PERMANENT)</b>		
VEGETATIVE (1.5) SEEDING	NONVEGETATIVE RIPRAP (1.1)	CHANNELS (DITCHES) (2.1)(2.2)	STORM DRAIN OUTLET PROTECTION (2.4)	<b>CHECK DAMS</b> ROCK (2.7B)
SODDING	GABION BASKETS (1.2)	BERMS	SEEPAGE DRAINS (2.6)	EARTH SODDED (2.7 E)
MATTING (1.4)	GRAVELING	TERRACES, FINAL GRADING (1.0)	CHUTES AND DOWNDRAINS (2.5)	GABIONS (2.7C)
	PAVING	GRASSED WATERWAYS (2.3)		WOODEN PLANKS (2.7B)
				SANDBAGS (2.7F)
		SEDIMENTATION PONDS (2.10)		

**MAINTAIN PERMANENT EROSION CONTROL**

**MAINTENANCE PROGRAM**

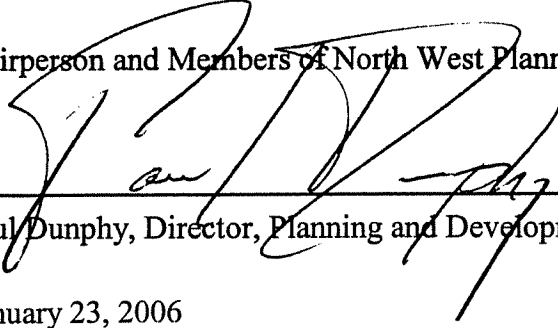
**ROUTINE CHECKS    REPAIRS    REPLACEMENTS    INVENTORY OF CONTROL MATERIALS**

FIGURE 3  
STEPS TO FOLLOW IN PREPARING AN EROSION AND SEDIMENTATION CONTROL PROGRAM FOR CONSTRUCTION PROJECTS  
NOTE: NUMBERS IN BRACKETS REFER TO FACTSHEETS, SECTION 2.3

**North West Planning Advisory Committee**  
**February 1, 2006**

**TO:** Chairperson and Members of North West Planning Advisory Committee

**SUBMITTED BY:**

  
Paul Dunphy, Director, Planning and Development Services

**DATE:** January 23, 2006

**SUBJECT:** **Case 00674: Rezoning and Development Agreements, Cobequid Road / Glendale Drive, Sackville**

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**ORIGIN**

Application by Hamton Holdings Limited

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Move First Reading and Notice of Motion to consider the proposed rezoning and development agreement, and schedule a public hearing.
2. Approve the rezoning of PID#00361493 and a portion of PID#00637652 from P-1 (Community Facility) Zone to C-2 (Community Commercial) Zone as shown in Map 5.
3. Approve the development agreements as set out in Attachment "C" to permit the establishment of a portion of gas station, and Attachment "D" to permit the establishment of a restaurant and office, subject to the sale of HRM lands and the creation of Lot 1 and 2 through the subdivision process.
4. Require that the development agreement be signed and registered within 365 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.



**Rezoning and Development Agreements -Cobequid Road**

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**EXECUTIVE SUMMARY**

The proposed development consists of:

- a gas station with a convenience store and car wash; and
- a two storey commercial building.

This development is fairly straight forward and of modest scale. It has been reviewed in relation to the applicable policies of the Sackville Municipal Planning Strategy (MPS) (Attachment B) and it has been determined to be consistent with the MPS.

Although the development is not very complex, the steps to enable the project are relatively cumbersome due to a convergence of as-of-right regulations and policies for rezoning and development agreements. Portions of the site allow the development as-of-right, while the remaining portions require a rezoning and two development agreements.

After a full review, staff recommend approval of the proposed rezoning and the draft development agreements attached to this report. A proposed site plan is attached as Map 4.

**BACKGROUND**

**Location, Designation and Zoning:** The subject properties are situated at the intersection of Glendale Drive and Cobequid Road and include 220, 228 and 232 Cobequid Road. The site is:

- subject to the policies and provisions of the Sackville MPS and Land Use By-law (LUB);
- located partially within the Urban Residential Designation, which is intended to support urban development and located partially within the Community Commercial Designation, which is intended to support commercial development (Map 1);
- partially zoned P-1 (Community Facility) Zone, which permits park and institutional uses, partially zoned C-2 (Community Commercial) Zone, which permits general commercial uses, partially zoned R-2 (Two Unit) Zone, which permits single and two unit residential uses (Map 2);
- approximately 1.5 acres in size (0.9 acres for the gas station, 0.56 acres for the commercial building) and slopes gradually from the north towards Cobequid Road
- comprised of a number of parcels which will be consolidated and subdivided in to two lots; and
- partially owned by HRM and subject to a purchase and sale agreement with the applicant.

**Surrounding Land Uses:** Lands located immediately to the west and north of this site are zoned R-2 (Two Unit) Zone and developed as two unit dwellings. Lands to the east and south are zoned BP (Business Park) Zone and developed as multi-tenant commercial buildings.

**Enabling Policy:** Policy UR-24 of the Sackville MPS enables Council to consider development agreements for Community Commercial (C-2) uses on portions of the subject properties. Policy CC-

**Rezoning and Development Agreements -Cobequid Road**

2 sets out the base zone of the Community Commercial designation as C-2 Zone. As a result, Council does have the discretion to rezone to the C-2 zone within this designation without explicit policy. MPS policies are attached as Attachment B.

**Public Information Meeting:** A public information meeting was held on September 9, 2004 with approximately 7 members of the public in attendance. Minutes of the meeting are provided as Attachment A. Written notification of the meeting was sent mail to properties identified on Map 3.

**DISCUSSION**

The following is an evaluation of the proposal under applicable policies of the Sackville MPS (Attachment "B").

**Gas station - Policy Intent**

Subject to the proposed rezoning, the majority of the site would be zoned C-2, thus permitting most of the proposed gas station as-of-right. A small portion of the site (8 percent) can only be developed by development agreement. Most of the site can be developed as-of-right based upon the C-2 regulations. The development agreement will therefore specify that the remaining 8 percent of the site will also be developed pursuant to the C-2 regulations.

Staff have attached a draft development agreement for the proposal (Attachment C).

**Commercial Building - Policy Intent**

Approximately 20 percent of the site is zoned C-2 (Community Commercial) Zone which permits the proposed land use as-of-right. The remainder of the site can be developed as C-2 commercial uses by development agreement. As the majority of the proposal is within the development agreement area, the development agreement will control the majority of the parameters of this development. Staff have attached a draft development agreement for the proposed commercial building (Attachment D).

**Issues Identified**

Staff have identified the following areas for a more detailed discussion:

**Environment:** The proposed developments are not adjacent to a watercourse, however environmental conditions, specifically during development are a concern. The development agreement for the gas station only requires measures that would be required through the as-of-right permitting process.

The development agreement for the commercial building includes requirements for the following:

- erosion and sedimentation control plan;
- grading and drainage plans;

- protective catchment devices for any heating fuel;
- oil water separator.

**Traffic:** A traffic statement indicated that the development is not expected to have a noticeable impact on the traffic operations at the adjacent intersection. Staff negotiated a relocation of driveways, a reduction in the number of driveways and the removal of a drive-thru from the commercial building site.

**Relocation of Infrastructure:** The proposed development will require the relocation of underground sewer and water infrastructure at the developer's cost.

**Compatibility of the Uses with Surrounding Residential Area:** The property line of the gas station is located over 125 feet from the closest residential property. Given the layout of the site, separation distances, the surrounding vegetation and the features of the proposed commercial building it is the opinion of staff that the proposed gas station is reasonably compatible with the surrounding properties.

The commercial building is located closer to the adjacent residential properties and thus the development agreement includes the requirement for opaque fencing along this property line. In addition, the relocation of the HRM service easement will set back the building approximately 20 feet from the property line. Staff are satisfied that the design of the building including its orientation and aesthetics are reasonable compatible with the surrounding properties.

**Conditional Approval:** The development agreements proposed for these sites cannot be signed prior to the creation of Lot 1 or Lot 2. As a result, Council's approval of the development agreements should be conditional upon the creation of the subject lots.

### **BUDGET IMPLICATIONS**

There are no immediate budget implications associated with this proposal.

### **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 rezoning and amending agreements. This is the recommended course of action.
2. Council may choose to refuse the proposed rezoning and development agreements, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff is satisfied that both the proposed rezoning and development agreement are consistent with the policies and intent of the MPS.

**Rezoning and Development Agreements -Cobequid Road**

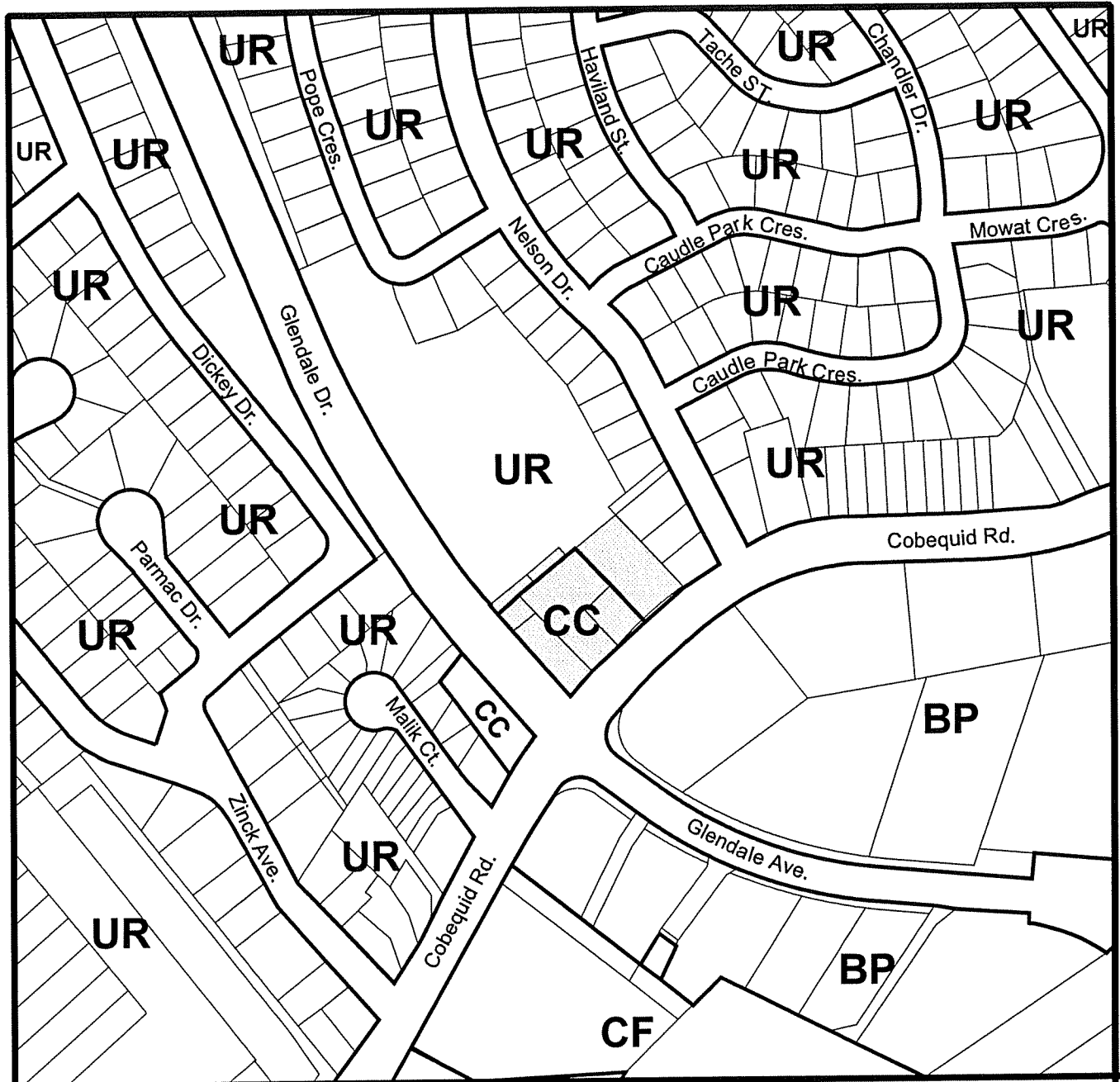
3. Council may choose to alter the terms of the proposed agreements. This may necessitate further negotiations with the applicant and additional report(s) In the event substantive revisions are requested subsequent to advertising for a public hearing, an additional public hearing may be required .

**ATTACHMENTS**

Map 1	Generalized Future Land Use Map
Map 2	Zoning Map
Map 3	Notification Map
Map 4	Proposed Site Plan
Map 5	Proposed Rezoning
Attachment "A"	Minutes from Public Information Meeting (September 9, 2004)
Attachment "B"	Relevant MPS Policy and LUB Excerpts
Attachment "C"	Proposed Development Agreement - Gas Station
Attachment "D"	Proposed Development Agreement - Restaurant/Office Space

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Andrew Bone, Planner 1, Planning and Development Services, 869-4226



Map 1  
Generalized Future Land Use

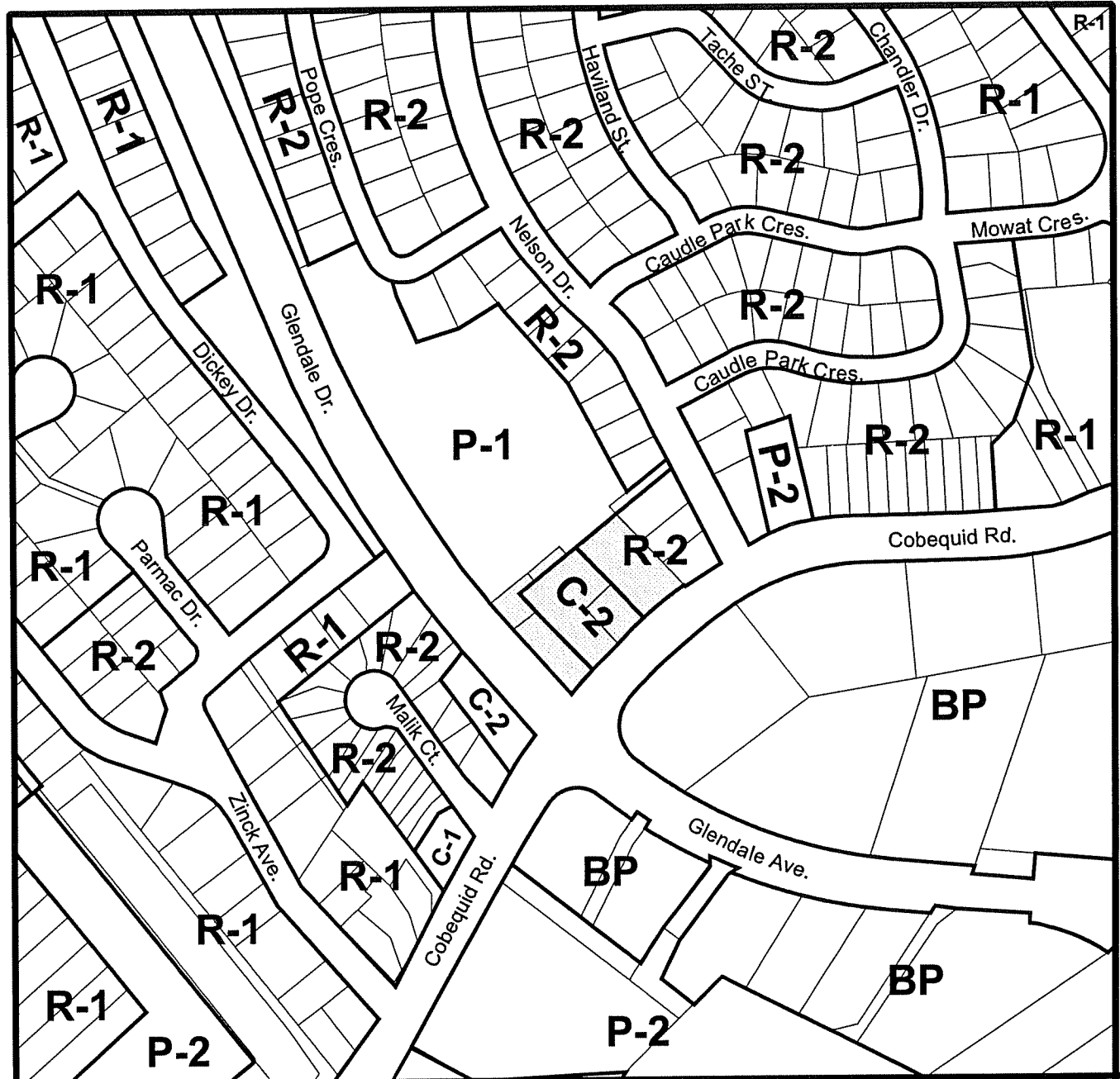


Subject Area




- UR Urban Residential Designation
- CC Community Commercial Designation
- CF Community Facility Designation
- BP Business Park Designation



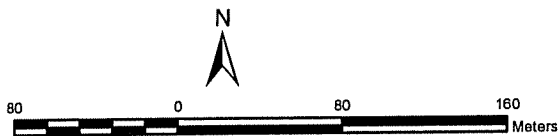


**Map 2  
Zoning**

 Subject Area



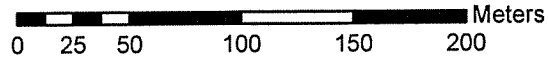
- |     |                             |     |                         |
|-----|-----------------------------|-----|-------------------------|
| R-1 | Single Family Dwelling Zone | P-1 | Open Space Zone         |
| R-2 | Two Unit Dwelling Zone      | P-2 | Community Facility Zone |
| C-1 | Local Business Zone         | BP  | Business Park Zone      |
| C-2 | Community Commercial Zone   |     |                         |





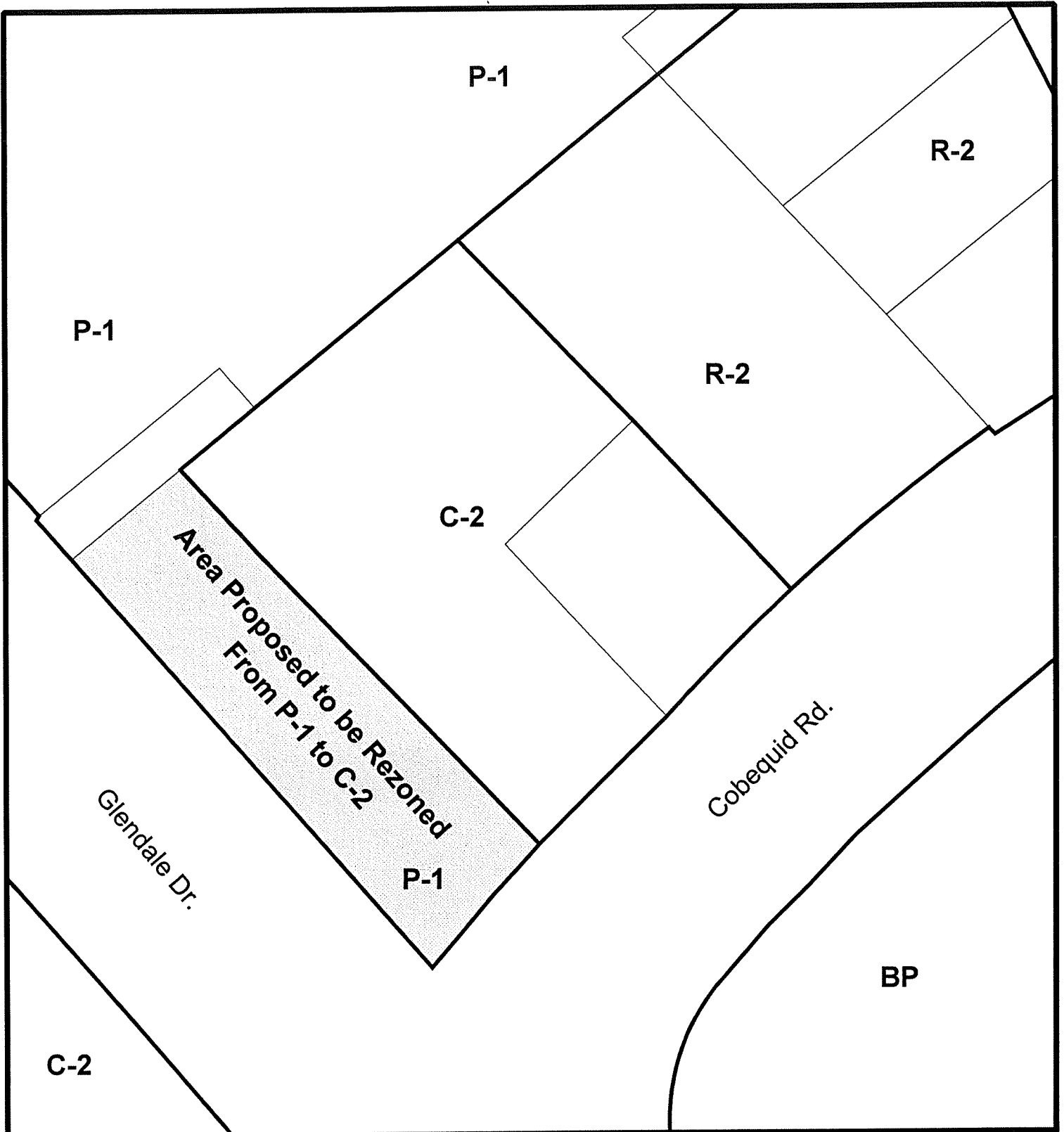
Map 3  
Notification

 Notification Area







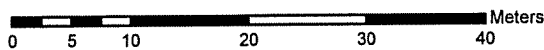


Map 5



Area Proposed to be Rezoned from P-1 to C-2

**HALIFAX**  
 REGIONAL MUNICIPALITY  
 Planning Services



**Attachment "A"**  
**Minutes from Public Information Meeting (September 9, 2004)**

**HALIFAX REGIONAL MUNICIPALITY  
PLANNING SERVICES - SACKVILLE OFFICE  
PUBLIC INFORMATION MEETING  
CASE NO. 00674 - HAMTON HOLDINGS LIMITED**

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**7:00 p.m.  
Thursday, September 9, 2004  
Sackville Library, Fenerty Room**

**STAFF:** Jill Justason, Planner  
Cara McFarlane, Administrative Support

**APPLICANT:** Ralph Hamilton, Hamton Holdings Limited  
Lawrence White, Hamton Holdings Limited

**OTHER:** Councillor Harvey

**MEMBERS OF  
THE PUBLIC:** 7

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The meeting commenced at approximately 7:03.

**1. JILL JUSTASON - PLANNING SERVICES**

Ms. Justason introduced Bob Harvey, Councillor for District 20; Walter Regan, Sackville Rivers Association; Lawrence White and Ralph Hamilton, representing Hamton Enterprises; Cara McFarlane, recording the minutes; and herself as the planner assigned to this application.

The five subject properties were shown on overhead. The property to the east is zoned R-2 (Two Unit Dwelling), another is zoned C-2 (Community Commercial), the two properties fronting on Glendale Drive are zoned P-1 (Open Space).

The proposal consists of a Shell gas bar and a Subway restaurant. The R-2 Zone and the P-1 Zone do not permit this type of use; however, the C-2 Zone does. All of the properties with the exception of a small portion (shown on overhead) are designated Community Commercial and is policy within the Municipal Planning Strategy (MPS) for Sackville which will allow us to rezone from the R-2 to C-2 Zone. The small portion is designated Urban Residential which will be considered by way of development agreement. There is a policy which allows staff and Community Council to consider a development agreement for that portion of land for the proposed use.

Ms. Justason went over Policy CC-2 (staff and Community Council will review when considering the rezoning), UR-24 (allows Council to consider a community commercial use by development agreement), and IM-13.

The rezoning/development agreement process was explained.

## **2. LAWRENCE WHITE, ENGINEER**

The property is currently being used for commercial and residential purposes. A typically gas station/restaurant development is being proposed. The corner of Glendale Avenue and Cobequid Road is a high traffic area and is ideal for this type of business. As Sackville Drive, Cobequid Road and Glendale Avenue have developed, the area has become more of an urban development. Some of the houses have been converted to commercial and small commercial/retail. All of the buildings within the five properties would be torn down and the area will become a large gas bar with a car wash in the rear and a Subway restaurant next door.

As part of the development, any environmental issues that may arise with the existing properties will be taken care of. The nature of a gas bar operation is that the oil companies are very environmentally conscious and the Province has stringent regulations controlling the operation at gas bars. There are monitoring systems in place for gas storage facilities, sniffers to ensure there is no leakage and monitoring of fluid levels where the companies have to reconcile their quantity of purchase fuel with that of sold fuel to ensure there is no leakage.

There will not be an autobody or auto repair garage as part of this development. It is strictly gas bar and convenient store with gas sales.

The volume of traffic currently is very high and the contribution of traffic by the Shell development will not be as significant as other developments due to the nature of these roads. Access to the station is still being worked out with HRM Traffic Services and the Province (has responsibility for Glendale Avenue - from Cobequid Road to Highway 102).

In terms of safety, the gas bar will be a 24 hour per day operation. Lighting will be indirect to service the needs of the gas station and will also provide a degree of safety to bus users, pedestrians and people driving. Video monitoring will be recording at all times and the rear of the property fenced (partially for security and partially for aesthetics of the development).

Mr. White showed a plan with a significant amount of landscaping within the development. Green spaces will be around the whole perimeter of the development and a shrubbery design prepared by a landscape architect.

Water and sewer already exists on the property so that will not be an issue.

Subway and Shell would like to proceed with the development as soon as the development agreement is approved.

Ms. Justason wanted to stress to the residents that there is only a small portion of the lot that will be subject to a development agreement. The rest will be subject to the rezoning which will be recommended by staff and adopted by North West Community Council (NWCC) and will be done in accordance with the requirements of the C-2 Zone in the Sackville Land Use By-law.

### 3. QUESTIONS AND COMMENTS

Shawn Newhook, Sandrick Avenue, Sackville, asked if there will be access off of Glendale Avenue as crossing two lanes of traffic is very dangerous. Mr. White said it is being proposed. Ms. Justason said Traffic Services and the Development Engineer are working on it. If there is access in/out, it will only be right in and right out.

Colleen Penney, Nelson Drive, Sackville, asked if there is any way the gas bar could accommodate a body shop or repair shop in the future. Ms. Justason said if it is rezoned to C-2 it could.

Ms. Penney asked what will be done about the noise from the car wash. Mr. White said the car wash will be extremely quiet. The traffic will be there, but it will not increase in the area as this business will intercept the traffic flow that exists. Ms. Justason mentioned that there is a minimum separation required under the Land Use By-law for any commercial as well as landscaping and fencing requirement which will act as a sight and sound barrier. Mr. Newhook asked if the fence will be concrete to which Mr. White replied it would be wood. Shrubbery and a wooden fence will contribute to lessen the noise. The car wash is away from the residential areas.

Joe Currie, Nelson Drive, Sackville, said this will increase traffic, not necessarily volume but flow. The traffic will be interrupted and make the movement slower. Mr. White explained commercial based businesses are permitted in the area. It is the long range plan for the neighbourhood. Ms. Justason believes there will be a traffic impact study done. A professional engineer will conduct the study and a development engineer will review it. The findings will be incorporated in the staff report. Mr. Currie asked if the study would be done before or after the hospital is finished. Ms. Justason said a traffic impact study has already been done for the hospital. Ralph, Hamilton, Hamton Holdings Limited, said they would like wider entrances to the property as the traffic flows easier.

Mr. Currie would like to see some of the tax dollars go back into the area and have some upgrading done to the roads. Councillor Harvey said this development would not have a direct impact on any upgrading, but where Nelson Drive is a through street for traffic it is more of a priority at this point.

Ms. Penney is concerned for the school children who walk Cobequid Road to get to Caudle Park Elementary School. Councillor Harvey assured her that these issues will be raised and included in the staff report to North West Community Council.

Mr. Newhook asked if there has been any consideration given to the volume of traffic that the hospital will generate and the configuration of the road. Councillor Harvey mentioned this is why the sidewalk project has started up again. Mr. Newhook asked if it will continue all the way down to which Councillor Harvey agreed that in phases it will continue down Cobequid Road. Ultimately, he would like to see the sidewalks go down to First Lake Drive. The hospital traffic will come out to a set of lights opposite Zinck Avenue which he believes will improve pedestrian safety as there will be an intersection with crosswalks, lights and sidewalks.

Walter Regan, Sackville Rivers Association, asked if there will be a sedimentation and erosion control plan to which Mr. White replied yes.

Mr. Regan asked if the developer will follow the Sackville Drive Streetscape Plan with this development. Mr. White said there will be a landscape plan prepared and they will look at the Sackville Drive Streetscape Plan criteria when preparing it.

Mr. Regan asked if it is possible to retain as much water as possible on site in terms of ground water infiltration and the like. Mr. White does not see an infiltration drench for storm water. The site is mostly clay and infiltration will be very low. They would like to leave the landscaped portions that they have now and not take any special measures in terms of developing infiltration drenches under the asphalt. Ms. Justason assured Mr. Regan that the Development Engineer will be involved as well as Department of Environment (DOE) where there is a gas station involved. In accordance with the Red Book specifications, the developer may be responsible for some storm water management besides the landscaping. Mr. White does not see the storm water runoff increasing much at all. Mr. Regan would like to see an oil grid separator for all the hard surfaces.

Mr. Regan is glad to see a landscape architect will be involved and hopes there will be a street tree plan. Ms. Justason said there are some requirements within the Sackville Land Use By-law to plant street trees.

Mr. Regan hopes there will be a hydro carbon alarm in the storm treatment and that there will be a hose so it drains back towards a collector system. He hopes that hard surfaces can be minimized (like to see 40% - if not, at least 40% green). He asked for more detail on the two areas zoned open space. Mr. Hamilton said there will be a walkway to Sackville Drive. Ms. Justason said Real Property Management has been involved since the pre-application stage and have decided to sell some property to Hamton Holdings Limited. The designation for this was always Community Commercial which would allow the rezoning from P-1 Zone. The P-1 Zone in the open space is like a parkland zone. There are other uses permitted within the P-1 Zone. She read the permitted uses.

Mr. Regan is glad to see only one exit/entrance to Glendale Avenue. Mr. White said there are three driveways on Cobequid Road and one on Glendale Avenue (right turn in/right turn out). Mr. Newhook asked what will stop people on Glendale Avenue from turning left to go in. Mr. White said there will be a sign and he will make note of the suggestion of putting a median in. Ms. Justason explained that the traffic impact study as well as the stop and sight distance will determine what goes in there. Traffic Services will comment on the crossing of lanes. Mr. Regan suggests sloping the driveway entrance on Glendale Avenue so people are able to only turn right and maybe put some speed bumps in. He's concerned that this may become a shortcut around the lights at the intersection.

Mr. Regan asked if there will be a waste oil recycling depot? Mr. Hamilton said no.

Mr. Regan asked if the water from the car wash will go into the storm sewer. Mr. White said it goes through an oil/water separator and then into the sanitary sewer.

Mr. Regan would like to see a litter control plan. There is a huge problem with litter now.

Mr. Regan agrees with the wooden fence.

Mr. Regan asked if this application will go before the Waters Advisory Board. Ms. Justason said probably not as there is no direct watercourse, but she will check. Mr. Regan is concerned that if there is an accident at the gas bar it will go straight to the Little Sackville River. He explained that there used to be a ditch there which was buried along with amphibians, frogs, etc.

Mr. Regan likes the plan he has seen and he thinks it will add to the neighbourhood.

Mr. Currie asked how far towards Nelson Drive will the development come. Mr. White said it would be up to the rear of the properties behind them. Mr. Hamilton said up to and including the two houses on Cobequid Road next to the Subway. Mr. White explained that to the rear of the Subway the bank would be dug out a bit so there will be a six foot fence as well as a four foot wall; therefore, the traffic will be about ten feet below the fence which will help buffer out the noise from the residential area.

Mr. Currie asked how many trees will remain. Mr. White said as many as possible will be maintained. The final survey has not been done.

#### **4. ADJOURNMENT**

The meeting adjourned at approximately 7:56 p.m.

**Attachment "B"**  
**Relevant MPS Policy and LUB Excerpts**

**URBAN RESIDENTIAL DESIGNATION**

- UR-1 In recognition of the established residential community and the need to provide for a variety of residential opportunities as the community continues to grow and evolve, it shall be the intention of Council to establish the Urban Residential Designation, as shown on the Map 1 - Generalized Future Land Use. The designation shall constitute the priority area for continuing residential development and for those uses which are supportive of residential environments.
- UR-4 Notwithstanding Policy UR-2, within the Urban Residential Designation, it shall be the intention of Council to establish a residential zone which permits two unit dwellings in addition to all uses permitted in the single unit dwelling zone. Council shall only consider new two unit dwellings by amendment to the land use by-law and with regard to the following:
- (a) that where a vacant lot or parcel of land to be rezoned abuts or is immediately adjacent to properties with single unit dwelling zoning, a buffer of single unit dwelling zoned lots, as shown on a tentative or final plan of subdivision, shall be maintained between existing and proposed development;
  - (b) that streets are not considered to constitute part of the buffer and, except for individual lot infill, parkland with an area of less than one acre and a depth of less than one hundred (100) feet shall not constitute part of the buffer;
  - (c) that municipal central services are available and capable of supporting the development;
  - (d) where new roads are being proposed as part of the development, an evaluation of the proposed road layout and the impacts on traffic circulation in the surrounding area; and
  - (e) the provisions of Policy IM-13.
- UR-24 Notwithstanding Policies UR-2 and RR-2, within the Urban and Rural Residential Designations, Council may consider permitting community commercial zone uses on properties along the Cobequid Road, between Sackville Drive and First Lake Drive, according to the development agreement provisions of the Planning Act. In considering such agreements, Council shall have regard to the following:
- (a) that no proposal shall be considered on lands along the northwest side of Cobequid Road, south of Glendale Drive;
  - (b) that the site has frontage on and direct access to Cobequid Road;
  - (c) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;
  - (d) that adequate provision is made for buffering and screening from adjacent residential properties;
  - (e) that site design features, including landscaping, signage, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of users of the development;
  - (f) that appropriate controls are established to address environmental concerns, including stormwater runoff;

- (g) hours of operation;
- (h) maintenance of the development; and
- (i) the provisions of Policy IM-13.

### COMMUNITY COMMERCIAL DESIGNATION

CC-1 It shall be the intention to establish a Community Commercial Designation as shown on the Map 1 - Generalized Future Land Use. Within this designation, it shall be the intention of Council to support and promote a secondary level of commercial development in the specific designated areas within the community. These areas are intended to provide commercial services to residents of surrounding areas.

CC-2 Within the Community Commercial Designation it shall be the intention of Council to establish a community commercial zone which permits a range of commercial and office uses, community facility uses and existing **deletion - June 16,1994** dwellings. Controls on maximum size, outdoor storage and display, parking and loading areas, landscaping and signage will be established in order to promote well-designed commercial development and to address compatibility concerns with adjacent residential and community facility development. When considering amendments to the land use by-law to permit new commercial uses within the Community Commercial Designation, Council shall have regard to the following:

- (a) the impact of the proposed use on traffic circulation, and in particular, sighting distances and entrance to and exit from the site;
- (b) the potential impact of the proposed use on adjacent residential and community facility use; and
- (c) the provisions of Policy IM-13.

### IMPLEMENTATION

IM-7 Notwithstanding the provisions of Policy IM-6:

- (a) no community commercial zone shall be considered by amendment to the land use by-law except within the Community Commercial Designation; and **(RC-May 7, 2002; Effective-June 29, 2002)**

IM-8 It is not intended that all land shall be rezoned for specific uses. Rather, in order to give the Sackville Community Council a greater degree of control, this planning strategy provides that certain land uses shall be considered only as amendments to the land use by-law or in certain instances by development agreement as provided for by the Planning Act. Such amendments and agreements shall be considered only if they meet the policies found within the planning strategy.

IM-10 The following uses shall only be considered subject to the entering into of a development agreement.



Rezoning and Development Agreements -Cobequid Road

- (a) Within the Urban Residential Designation:
- (ix) community commercial uses on properties along the Cobequid Road between Sackville Drive and First Lake Drive, according to Policy UR-24;

IM-13 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, the Sackville 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 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;
  - (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;
- (e) any other relevant matter of planning concern; and
- (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.**

IM-14 In considering amendments to the land use by-law or development agreements, the Sackville Community Council shall hold a Public Hearing according to the provisions of the Planning Act.

- IM-15 It shall be the intention of Council to refer all proposed amendments to the Municipal Planning Strategy and/or the standards of the Land Use By-law for Sackville to the Sackville Community Council.
- IM-16 It shall be the intention of Council to post notice of public hearing for any amendments being considered to this planning strategy or the standards of the land use by-law in a prominent location, normally at Municipal Offices, 506 Sackville Drive, Sackville and any other place so directed by resolution of Council. In addition, the land use by-law shall provide for the notification of affected property owners of any public hearing to consider amendments to the zoning schedule of the by-law, proposed development agreements or amendments thereof.

### Land Use By-law Excerpts

#### PART 15: C-2 (COMMUNITY COMMERCIAL) ZONE

##### 15.1 C-2 USES PERMITTED

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

##### Commercial Uses

Retail stores  
Food stores  
Service and personal service shops  
Offices  
Commercial schools  
Banks and financial institutions  
Restaurants and drive-in and take-out restaurants  
Outdoor display courts  
Shopping plazas and malls  
Motels and hostels  
Commercial recreation uses  
Service stations  
Taxi and bus depots  
Parking lots  
Greenhouses and nurseries  
Veterinary hospitals and kennels  
Welding, plumbing and heating, electrical and other special trade contracting services and shops  
Local fuel distribution facilities  
Re-cycling depots within wholly enclosed buildings  
Automotive repair outlets  
Funeral parlours and undertaker establishments  
Existing auto body shops  
Existing transport facilities and maintenance yards



Rezoning and Development Agreements -Cobequid Road

- (d) The minimum distance between ramps or driveways shall not be less than thirty (30) feet (9.1 m).
- (e) The minimum distance from a ramp or driveway to a road intersection shall be fifty (50) feet (15.2 m).
- (f) The minimum angle of intersection of a ramp to a road line shall be forty-five (45) degrees.
- (g) The width of a ramp shall be a minimum of twenty (20) feet (6.1 m) and a maximum of twenty-six (26) feet (7.9 m).

**15.4 OTHER REQUIREMENTS: COMMERCIAL FLOOR AREA**

- (a) The gross floor area of all commercial buildings on a lot in any C-2 Zone shall not exceed ten thousand (10,000) square feet (929 m<sup>2</sup>).
- (b) Notwithstanding the provisions of Subsection 13.4(a), where welding, plumbing and heating, electrical and other special trades contracting services and shops are permitted in any C-2 Zone, no such shop shall exceed thirty-five hundred (3,500) square feet (325 m<sup>2</sup>) of gross floor area.
- (c) Notwithstanding the provisions of Subsection 13.4(a), where offices are permitted in any C-2 Zone, no office building shall exceed five thousand (5,000) square feet (465 m<sup>2</sup>) of gross floor area.

**15.5 OTHER REQUIREMENTS: OPEN STORAGE AND OUTDOOR DISPLAY**

Where any portion of any lot in any C-2 Zone is to be used for open storage or outdoor display, the following shall apply:

- (a) Any area devoted to open storage shall not exceed fifty (50) per cent of the lot area.
- (b) No open storage shall be permitted within any required front yard.
- (c) No outdoor display shall be located within ten (10) feet (3 m) of any front lot line.
- (d) No open storage or outdoor display shall be permitted within any yard in a C-2 Zone where such yard abuts any Residential or Community Uses Zone, except where a fence or other visual and physical barrier is provided within the abutting yard.

**15.6 OTHER REQUIREMENTS: PARKING LOTS**

Where parking lots are permitted in any C-2 Zone, whether in conjunction with other uses or as a separate use of land, the following shall apply:

Rezoning and Development Agreements -Cobequid Road

- (a) Where any C-2 Zone abuts any Residential or Community Uses Zone, no portion of any parking space within the C-2 Zone shall be permitted within ten (10) feet (3 m) of any side or rear lot line.
- (b) No portion of any parking space within any C-2 Zone shall be located within ten (10) feet (3 m) of any front lot line.

**15.7 C-2 ZONE REQUIREMENTS: COMMUNITY USES**

In any C-2 Zone, where uses are permitted as Community Uses, no development permit shall be issued except in conformity with the provisions of Part 19 and Part 20 as are applicable.

**15.8 OTHER REQUIREMENTS: EXISTING USES**

Existing uses which are in excess of the maximum gross floor area requirements of Section 15.4 shall be permitted as existing uses. Any expansion to such existing uses may only be considered by development agreement.

**15.9 OTHER REQUIREMENTS: SACKVILLE TOWN CENTRE**

Notwithstanding the provisions of Section 15.1, and 15.4, the existing Sackville Town Centre Shopping Centre, located on the lot identified by LRIS Number 362442, may be used for any of **the uses listed below**. In conformity with Section 15.8, expansion of the Shopping Centre may only be considered by development agreement. **(RC-May 7, 2002; Effective-June 29, 2002)**

**Commercial Uses**

**Retail stores**  
**Food stores**  
**Service and personal service shops**  
**Offices**  
**Commercial schools**  
**Banks and financial institutions**  
**Restaurants and drive-in and take-out restaurants**  
**Outdoor display courts**  
**Shopping plazas and malls**  
**Theatres and cinemas**  
**Entertainment uses**  
**Motels, hotels and hostels**  
**Commercial recreation uses**  
**Service stations**  
**Taxi and bus depots**  
**Parking lots**  
**Greenhouses and nurseries**  
**Veterinary hospitals and kennels**

**Welding, plumbing and heating, electrical and other special trade contracting services and shops**  
**Local fuel distribution facilities**  
**Re-cycling depots**  
**Automotive repair outlets**  
**Funeral Parlours and undertaker establishments**  
**Wholesale bakeries**  
**Printing and publishing establishments**  
**Existing auto body shops**  
**Existing transport facilities and maintenance yards**

**Residential Uses**

**Up to two (2) dwelling units in conjunction with commercial uses**  
**Existing dwellings**  
**Boarding and rooming houses**

**Community Uses**

**Open space uses**  
**Institutional uses (RC-May 7, 2002; Effective-June 29, 2002)**

**Attachment "C"**  
**Proposed Development Agreement for Gas Station, Car Wash and Convenience Store**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2006,  
BETWEEN:

**HAMTON HOLDINGS LIMITED,**  
a body corporate, in the County of Halifax,  
Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY,**  
a body corporate, in the County of  
Halifax, Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Hampton Holdings are the registered owner of the lands located on Cobequid Road and Glendale Drive of Lower Sackville and more particularly described in Schedule "A", the said Agreement (hereinafter called the "Lands").

**AND WHEREAS** Hamton Holdings Limited has requested that the Municipality enter into a development agreement to allow for a community commercial uses, specifically a portion of a gas station, specifically a portion of a car wash and landscaping on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Sackville.

**AND WHEREAS** the North West Community Council of Halifax Regional Municipality at its meeting on \_\_\_\_ the day of \_\_\_\_\_, 2006, approved the requested amendment, referenced as Case 00674.

**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 The Developer agrees that the Land shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 Except as otherwise provided for herein, the development and use of the Land shall comply with the requirements of the Land Use By-law of Sackville, as may be amended from time to time.
- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Halifax County Subdivision By-law, as may be amended from time to time.
- 1.4 Pursuant to Section 1.2 and 1.3, 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 Land (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Land.
- 1.5 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Land (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.
- 1.6 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 owned by the Developer or lot owner.
- 1.7 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: USE OF LANDS AND DEVELOPMENT PROVISIONS****2.1 Schedules**

The Developer shall develop and use the Lands in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the following Schedules to this Agreement:

Schedule "A" Legal Description of the Land - Lot 1

Schedule "B" Schedule "B" Area Subject to Development Agreement



**2.2 Land Use**

The use of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on Schedule "B" are the following:

- a) uses permitted by the C-2 (Community Commercial) Zone of the Sackville Land Use By-law, as amended from time to time.

**2.3 Municipal Services**

- (a) The design, installation and cost associated with the provision of services, included but not limited to, water supply, sanitary sewers, storm sewer and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer, and no development permit shall be issued by the Development Officer until written approval from the Municipal Engineer, Halifax Regional Water Commission staff and any other applicable authorities with respect to the design of all systems has been received.
- (b) The developer shall provide to the Development Engineer, storm water flow calculations which have been certified by a professional engineer.
- (c) The developer shall provide a service easement in favor of Halifax Regional Water Commission and HRM for the proposed relocation of the public water, sanitary and storm system from Area A-1. The service easement is subject to compliance with Halifax Regional Water Commission and HRM operation and maintenance requirements. This easement shall be a minimum of six (6) metres (19.68 feet) in width. The easement shall be located off site as previously determined as generally illustrated on Schedule "C". This easement shall be in favour of the Halifax Regional Municipality and the Halifax Regional Water Commission.
- (d) Further to section 2.3 (c), these easements shall be included on the plan of subdivision which is certified by a Nova Scotia Land Surveyor. The granting of easements as required above shall take place prior to the issuance of any building or development permits for the proposed development of the gas station, convenience store or car wash buildings.
- (e) A Municipal Service Agreement shall be required for the public sanitary and storm system; construction cost estimate and inspection fees will be required for the public sanitary and storm system.
- (f) Any disturbance to the existing on-site and off-site infrastructure resulting from the development, including but not limited to pavement, utilities and landscaping areas 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 Municipal Engineer and Halifax Regional Water Commission staff. Excepting, the provisions from any other agreement which may be made between the developer and the Municipality and the Water Commission.

**Rezoning and Development Agreements -Cobequid Road**

- (g) Prior to the issuance of a development permit, a water services agreement between the developer and the Halifax Regional Water Commission shall be required. In addition, construction cost estimates and inspection fees will be required for the public water system.
- (h) All proposed buildings shall have separate water service laterals from the water main to the buildings.

**2.4 Maintenance**

The Developer shall maintain and keep in good repair all portions of the development, including but not limited to, the interior and exterior of the building, fencing, parking areas and driveways, and the maintenance of all landscape and buffer areas including the replacement of dead plant stock, trimming and litter control and snow removal.

**2.5 Approvals and Permits**

The Developer shall not commence construction of the buildings on the Lands until a Municipal Development Permit has been issued by the Municipality and complied with all other terms and conditions of this Agreement, and any applicable provisions of the Sackville Land Use bylaw.

**PART 3: AMENDMENTS**

Amendments to any matters shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

**PART 4:REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 Upon the transfer of title to any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.4 Notwithstanding Section 4.3 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this agreement.

- 4.5 In the event that construction of the project has not commenced within four (4) years from the date of approval of this Agreement by the Municipality, 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. For the purposes of this section, "commencement of construction" shall mean the concrete slab and footings (if necessary).
- 4.6 Upon the completion of the development or portions thereof, or after five years from the date of approval of this Agreement, 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 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 Sackville, as may be amended.

#### **PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

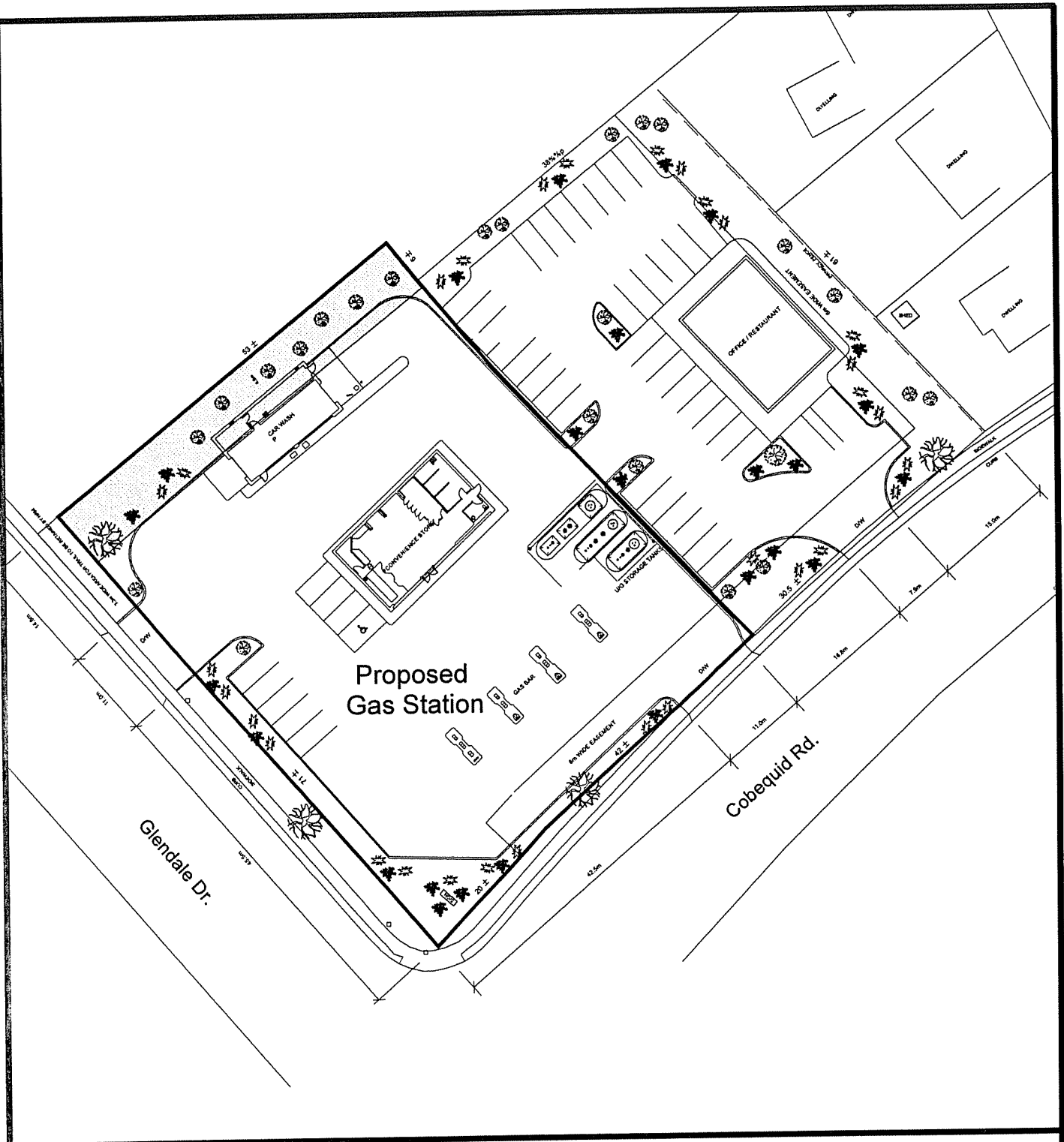
- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of 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 one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (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 defence based upon the allegation that damages would be an adequate remedy;
  - (b) The Municipality may enter onto the Property 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 Property 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/or
- (d) 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.

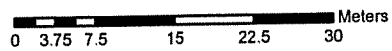
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

Signed, sealed and delivered	)	Hampton Holdings Limited
in the presence of:	)	
	)	
	)	
per: _____	)	per: _____
	)	
	)	
Sealed, Delivered and Attested	)	Halifax Regional Municipality
by the proper signing officers of	)	
Halifax Regional Municipality	)	
duly authorized on that behalf	)	per: _____
in the presence of	)	MAYOR
	)	
	)	
_____	)	per: _____
	)	MUNICIPAL CLERK



Schedule B

 Area Subject to Development Agreement







**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 The Developer agrees that the Land shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 Except as otherwise provided for herein, the development and use of the Land shall comply with the requirements of the Land Use By-law of Sackville, as may be amended from time to time.
- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Halifax County Subdivision By-law, as may be amended from time to time.
- 1.4 Pursuant to Section 1.2 and 1.3, 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 Land (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Land.
- 1.5 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Land (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.
- 1.6 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 owned by the Developer or lot owner.
- 1.7 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: USE OF LANDS AND DEVELOPMENT PROVISIONS**

**2.1 Schedules**

The Developer shall develop and use the Lands in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the



following Schedules to this Agreement:

Schedule "A"	Legal Description of the Land, identified as PID# 00356840
Schedule "B"	Areas Subject to Development Agreement
Schedule "C"	Site Plan
Schedule "D"	Elevation Drawings
Schedule "E"	Floor Plan
Schedule "F"	Landscape Plan
Schedule "G"	Erosion and Sedimentation Control Guidelines

## **2.2 Land Use**

The use of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on Schedule "B" and Schedule "C", are the following:

- a) uses permitted by the C-2 (Community Commercial) Zone of the Sackville Land Use By-law, as amended from time to time.

## **2.3 Detailed Provisions for Land Uses**

### **2.3.1 Building Location**

- (a) The proposed buildings shall be sited as generally illustrated on Schedule "C".
- (b) The Development Officer, may approve minor changes to the re-location of the building(s) provided the relocation meets the intent and specific provisions of this Agreement and the building is not located within 20 feet of a property line..
- (c) Accessory buildings shall be limited to a maximum footprint of seven hundred and fifty square feet and shall not exceed fifteen feet in height. The Development Officer shall determine height and setbacks as defined by the Land Use By-law for Sackville.
- (d) The minimum setback for any accessory building from the property lines and main building shall be in accordance with the provisions of the Land Use Bylaw for Sackville.
- (e) Notwithstanding the requirements of section 2.3.1(c) no accessory building shall be sited in the area defined in the agreement as landscaped as illustrated on Schedule "F".
- (f) Refuse containers and composters shall be enclosed or screened, located in the rear yard, but shall not encroach in the landscaped are as illustrated on Schedule "F".

### 2.3.2 Building Size

- (a) The footprint of the office/restaurant structure shall not exceed 186 square metres (2000 square feet) as generally illustrated on Schedule "C" and the total gross floor area shall not exceed 372 square metres (4000 square feet ) plus basement. Notwithstanding the previous statement and Section 2.2, the basement area shall not be used for any other use than storage accessory to uses permitted within the structure.
- (g) Notwithstanding Section 2.32 (a), the development officer, in consultation with a planner, may permit a 5% increase of the permitted footprint of the buildings provided the intent and all provisions of this agreement have been adhered to. However, this clause shall not be applicable to any accessory buildings.

### 2.3.3 Building Height

- (a) No building shall exceed 35 feet in height.
- (b) The Development Officer shall determine the height of the structure as defined in the Land Use By-law for Sackville.

### 2.3.4 Architectural Design

- (a) The total window area per building face of the subway restaurant/office building shall not exceed fifty (50) percent as generally illustrated on Schedule "D".
- (b) The exterior facade of the Subway Restaurant/office building shall be comprised of brick and vinyl siding or equivalent as generally illustrated on Schedule "D".

### 2.3.5 Signage

- (a) Signs shall be limited to signage identifying the business and limited to:
- fascia signs located on the front and right elevations of the buildings.
  - one ground sign on the property.
- (b) The front elevation fascia sign shall meet the requirements of the Sackville Land Use By-law. The final design and location of the sign shall be approved by the Development Officer. The right elevation fascia sign shall not exceed 60 square feet in size nor extend above the top or project beyond the extremities of the wall in which it is attached. The final design and location of the sign shall be approved by the Development Officer as determined by the Land Use Bylaw for Sackville. Notwithstanding the previous statement, the Development Officer may permit minor changes to the right fascia sign provided it furthers the intent of the agreement.

- (c) A ground sign shall meet the requirements of the Sackville Land Use By-law, as amended from time to time.
- (d) No mobile or moveable sign shall be permitted except the Development Officer may issue a permit for a temporary mobile or moveable sign for the first 60 days of occupancy after construction has been completed of the gas station and the restaurant. After the 60 day period has expired the Developer shall remove the mobile or moveable signs.

### **2.3.6 Parking and Access**

- (a) A parking area shall be provided with a minimum of thirty seven (37) spaces and the location of the spaces shall be as generally illustrated on Schedule "C". Each parking space shall be a minimum of one hundred and sixty (160) square feet (15 sq. m) measuring eight (8) feet (2.4 m) by twenty (20) feet (6.1 m). Parking shall be permitted on the subject property and any adjoining lands.
- (b) A minimum of two parking spaces shall be reserved for the mobility impaired.
- (c) The driveway accesses shall be located off Cobequid Road and Glendale Drive and generally illustrated on Schedule "C".
- (d) The location of the driveways shall be as generally illustrated on Schedule "C".
- The driveway accesses shall not exceed 26 feet (7.9 m) in width.
  - The developer shall obtain a Streets and Services Permit in conjunction with any building permit.

### **2.3.7 Landscaping Requirements**

- (a) The developer shall provide landscaped areas as generally shown on Schedule "F". A landscaped area is defined as covered by vegetation comprising any combination of trees, hedges, shrubs, flowers, grass or other horticultural elements, or by a combination of vegetation and decorative elements such as but not limited to stonework, brick, unit pavers or wood. Furthermore, any area which is not used for vehicular movement or parking shall be landscaped. Notwithstanding Schedule "F", the Development Officer may permit minor changes to landscaping provided it furthers the intent of the agreement.
- (b) The developer shall provide a solid board wood fencing a minimum of five feet in height but no greater than six feet in height between the proposed restaurant and the adjacent residential properties as identified on Schedule "F".
- (c) The planting shown on Schedule "F" shall include a mixture of the following:

**Rezoning and Development Agreements -Cobequid Road**

---

- (i) juniper (juniperous horizontalis)
  - (ii) spirea (spirea naponica)
  - (iii) weigela (weigela bristol ruby)
- (d) No occupancy permit shall be issued for any unit until the landscaping and fencing has been completed, except that an occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 120 percent of the estimated cost of completion of the outstanding landscaping work. An estimate for the landscaping shall be submitted and signed by a landscape architect or viable landscaping company as determined by the Development Officer. The security shall be in the favor of the Municipality and shall be in the form of a certified cheque or irrevocable, automatically renewable letter of credit in the Municipality's name issued by a chartered bank. The security shall be returned to the Developer only upon completion of the landscaping as described herein and illustrated on Schedules, and as approved by the Municipality. If outstanding work is not completed within 8 months from the date of the certified cheque or irrevocable, automatically renewable letter of credit, the Municipality may cash the cheque or letter of credit for the amount owing to complete the outstanding work and complete the necessary work. Should the eight month time frame expire during the winter months, the outstanding work will be completed in the spring season and the Municipality will cash the cheque or letter of credit to complete the work.

**2.3.8 Lighting**

- (a) 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.

**2.4 Municipal Services**

- (a) The building shall connect to the municipal sewer and water system. The design, installation and cost associated with the provision of services, included but not limited to, water supply, sanitary sewers, storm sewer and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer, and no development permit shall be issued by the Development Officer until written approval from the Municipal Engineer, Halifax Regional Water Commission staff and any other applicable authorities with respect to the design of all systems has been received.
- (b) The developer shall provide to the Development Engineer, storm water flow calculations which have been certified by a professional engineer.
- (c) The developer shall provide a service easement in favor of Halifax Regional Water Commission and HRM for the proposed relocation of the public water, sanitary and storm

system. The service easement is subject to compliance with Halifax Regional Water Commission and HRM operation and maintenance requirements. This easement shall be a minimum of six (6) metres (19.68 feet) in width and be located on the southern property line and along the eastern property line as generally illustrated on Schedule "C". This easement shall be in favour of the Halifax Regional Municipality.

- (d) Further to section 2.4 (c), these easements shall be included on the plan of subdivision which is certified by a Nova Scotia Land Surveyor. The granting of easements as required above shall take place prior to the issuance of an occupancy permit for the proposed development of the restaurant and office space.
- (e) A Municipal Service Agreement shall be required for the public sanitary and storm system; construction cost estimate and inspection fees will be required for the public sanitary and storm system.
- (f) Any disturbance to the existing on-site and off-site infrastructure resulting from the development, including but not limited to pavement, utilities and landscaping areas 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 Municipal Engineer and Halifax Regional Water Commission staff. Excepting, the provisions from any other agreement which may be made between the developer and the Municipality and the Water Commission.
- (g) Prior to the issuance of a development permit, a water services agreement between the developer and the Halifax Regional Water Commission shall be required. In addition, construction cost estimates and inspection fees will be required for the public water system.

## **2.5 Environmental Protection**

- (a) Prior to any clearing, excavation or the placement of fill material on the Property (including any adjoining lands) for the purpose of constructing of the development, the Developer shall submit a Grading and Drainage Plan certified by a Professional Engineer indicating existing and proposed finished grades on the site and the effects of site drainage on the surface drainage of abutting properties and downstream receiving systems. The grading and drainage plan shall minimize the amount of excavation on the property and minimize the amount of fill placed on the property. The drainage plan shall receive written approval by the Municipal Development Engineer prior to commencement of the work. All costs and all work associated with the stormwater drainage system shall be the responsibility of the Developer.
- (b) Prior to any grubbing, excavation or the placement of fill materials on the property (including any adjoining lands) for the purpose of constructing of the development, the Developer shall submit an Erosion and Sedimentation Control Plan certified by a

Professional Engineer which generally complies with Schedule "G". Specifically, this plan should outline the temporary erosion and sedimentation control measures (vegetative and mechanical) to be used during active construction of the building with an emphasis on minimizing the amount of soil disturbed and the duration of exposed soil. The plan shall receive written approval by the Municipal Development Engineer prior to commencement of the work. All costs and all work associated with the implementation of the plan shall be the responsibility of the Developer. Furthermore, the developer shall notify the N.S. Department of Environment and Labour and the Development Officer in writing when construction on the site has commenced.

- (c) Pursuant to Section 2.5(b), all earthworks and construction on the Property (including any adjoining lands) shall comply with the requirements of Schedule "G". Conformance to this Schedule shall be a condition of any development permit, and the Development Officer shall require the Developer to post security in the amount of ten thousand dollars (\$10,000) prior to the issuance of any development permit to ensure the environmental protection measures are properly implemented and maintained according to the terms of this Agreement. The security shall be in favour of HRM and may be in a form of certified cheque or irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer upon the total completion of the development to the Municipality's satisfaction or upon issuance of the Occupancy Permit. If erosion and sedimentation control work is not completed as required by this agreement, the Municipality may cash the cheque or letter of credit for the amount required to complete the outstanding work and complete the necessary work.
- (d) The Developer shall follow the Sulphide Bearing Material Disposal Regulations should pyritic slate be found on the property.
- (e) Any fuel stored on site (including any adjoining lands) for the purpose of heating shall have a protective catchment device.
- (f) Prior to the issuance of an occupancy permit for any of the buildings, the developer shall ensure the following measures are complete:
  - (i) All construction debris has been removed from the property (including any adjoining lands) and that a survey of surrounding properties is undertaken to ensure that construction debris has not migrated to other properties. If debris has migrated to other properties, the developer shall clean up such debris.
- (g) An oil/water separator shall be provided to treat all stormwater from the parking areas and driveway. The developer shall maintain the separator according to the manufacturer's requirements.
- (h) Prior to any clearing, excavation or the placement of fill material on the Lands (including any adjoining lands), the Developer shall obtain a Topsoil Permit in accordance with the

Topsoil By-law. All costs and all work associated with the stormwater drainage system shall be the responsibility of the Developer.

- (i) Construction materials wastes shall not be burned, buried or discarded on the Land.

## **2.6 Maintenance**

The Developer shall maintain and keep in good repair all portions of the development, including but not limited to, the interior and exterior of the building, fencing, parking areas and driveways, and the maintenance of all landscape and buffer areas including the replacement of dead plant stock, trimming and litter control and snow removal.

## **2.7 Approvals and Permits**

The Developer shall not commence construction of the buildings on the Lands until a Municipal Development Permit has been issued by the Municipality. In addition to complying with all other terms and conditions of this Agreement, and any applicable provisions of the Sackville Land Use bylaw, issuance of a Municipal Development Permit is conditional upon the Developer obtaining and providing the Development Officer a copy of each of the following:

- (a) All Street and Service permits required for access and extension of municipal services.
- (b) Storm Water Management Plan which has been approved by the Development Engineer.
- (c) Erosion and Sedimentation Control Plan which has been approved by the Development Engineer.
- (d) Topsoil Removal Permit

## **PART 3: AMENDMENTS**

Amendments to any matters shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

## **PART 4:REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.

**Rezoning and Development Agreements -Cobequid Road**

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- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 Upon the transfer of title to any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.4 Notwithstanding Section 4.3 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this agreement.
- 4.5 In the event that construction of the project has not commenced within four (4) years from the date of approval of this Agreement by the Municipality, 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. For the purposes of this section, "commencement of construction" shall mean the concrete slab and footings (if necessary).
- 4.6 Upon the completion of the development or portions thereof, or after five years from the date of approval of this Agreement, 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 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 Sackville, as may be amended.

**PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

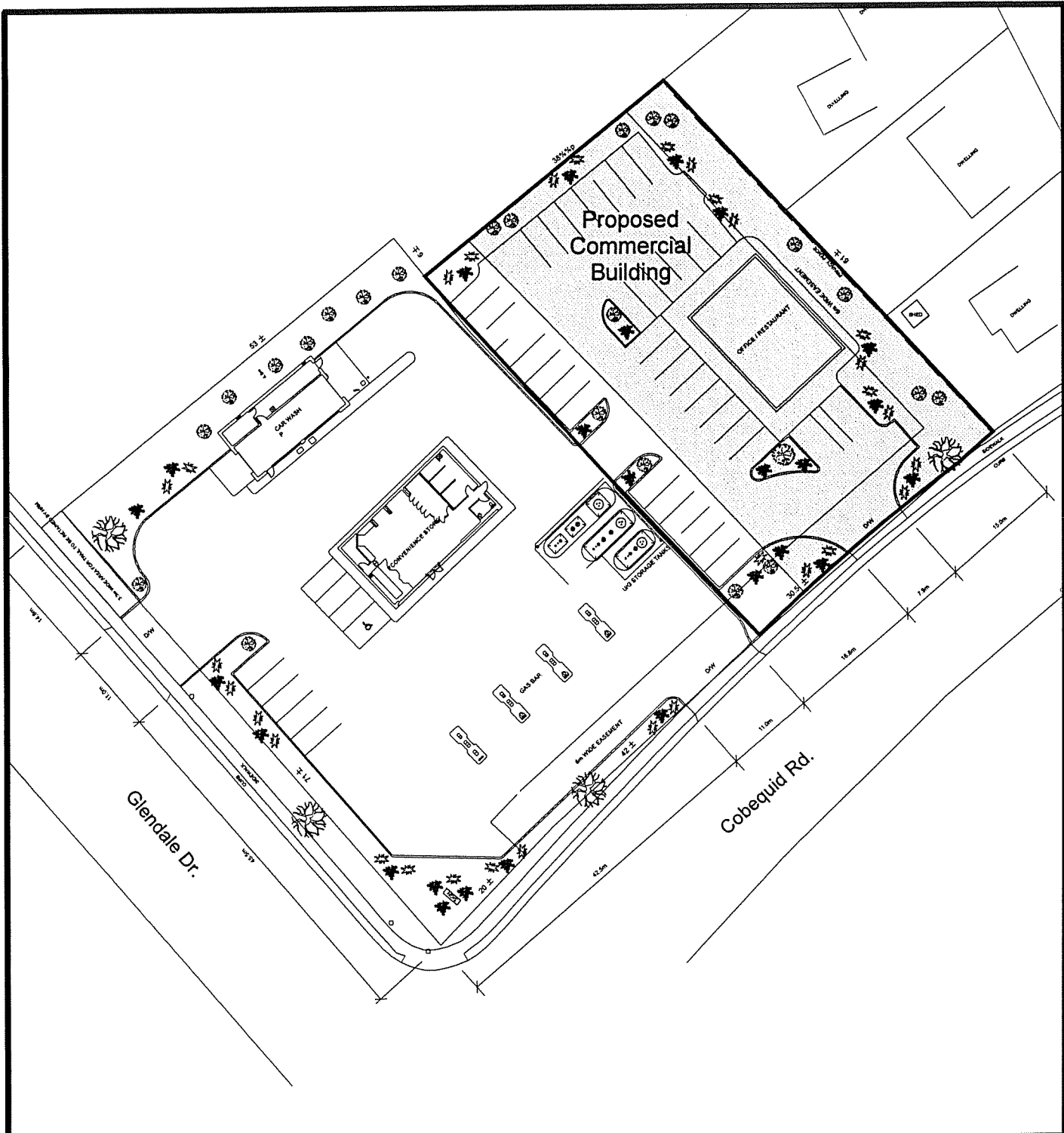
- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of 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 one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (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 defence based upon the allegation that damages would be an adequate remedy;
- (b) the Municipality may enter onto the Land 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 the Property 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 for Sackville; and/or
- (d) 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.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

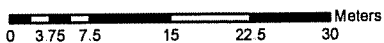
Signed, sealed and delivered	)	Chessman Investments and Developments
in the presence of:	)	Limited
	)	
per: _____	)	per: _____
	)	
	)	Hampton Holdings Limited
	)	
	)	per: _____
	)	
Sealed, Delivered and Attested	)	Halifax Regional Municipality
by the proper signing officers of	)	
Halifax Regional Municipality	)	
duly authorized on that behalf	)	per: _____
in the presence of	)	MAYOR
	)	
_____	)	per: _____
	)	MUNICIPAL CLERK

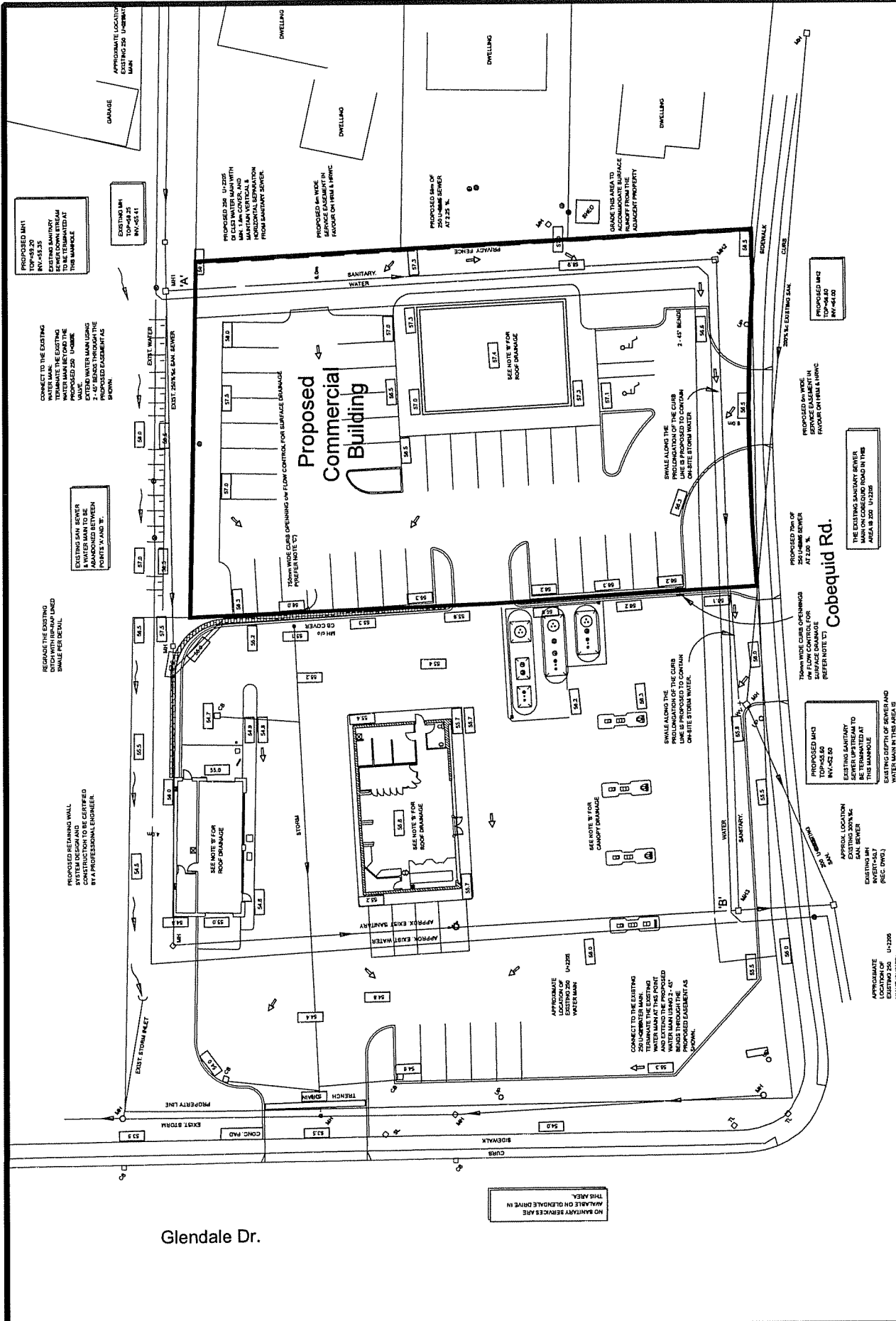


### Schedule B

 Area Subject to Development Agreement

**HALIFAX**  
 REGIONAL MUNICIPALITY  
 Planning Services



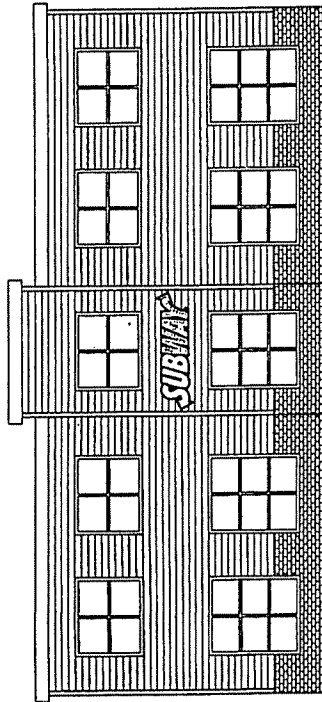


Glendale Dr.

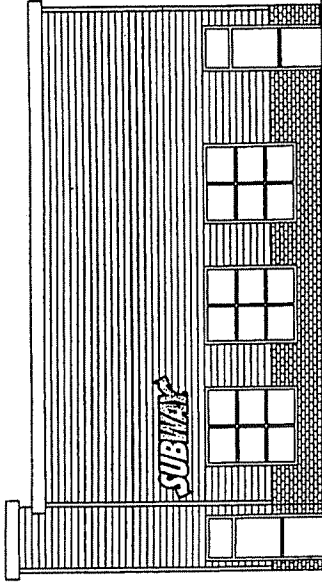
Schedule "C"  
Site Plan



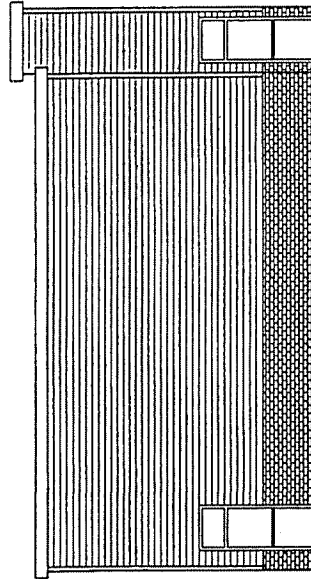
Schedule D - Elevation Drawings



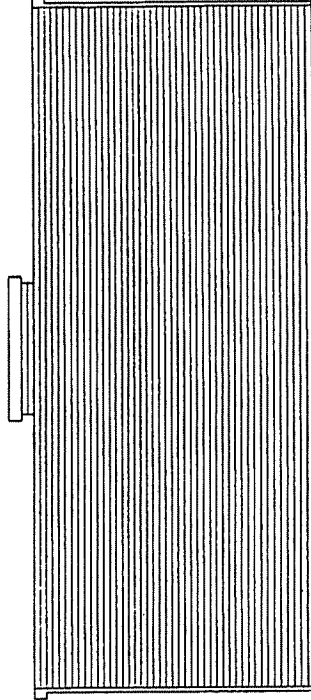
FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



REAR ELEVATION



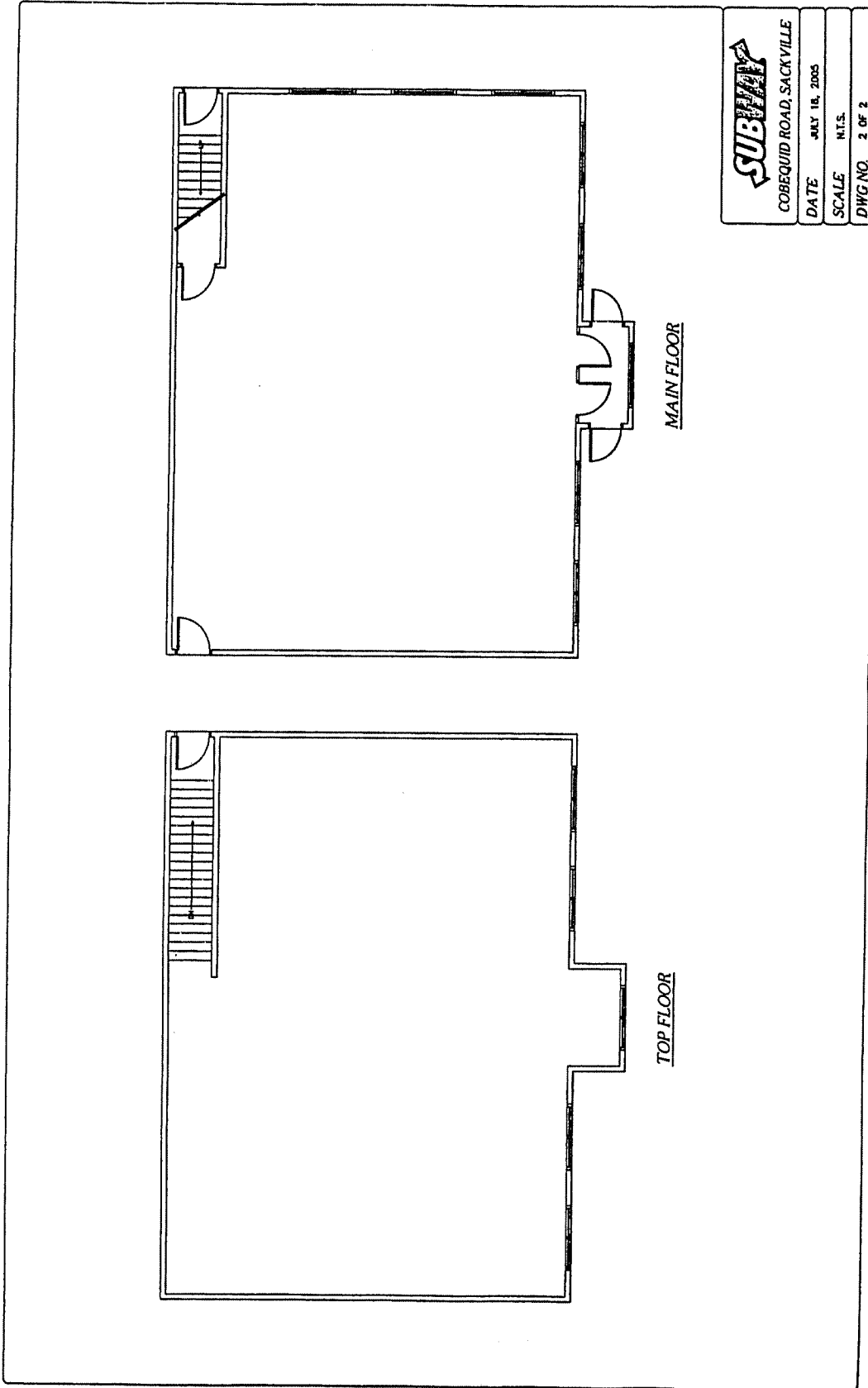
COBEQUID ROAD, SACKVILLE

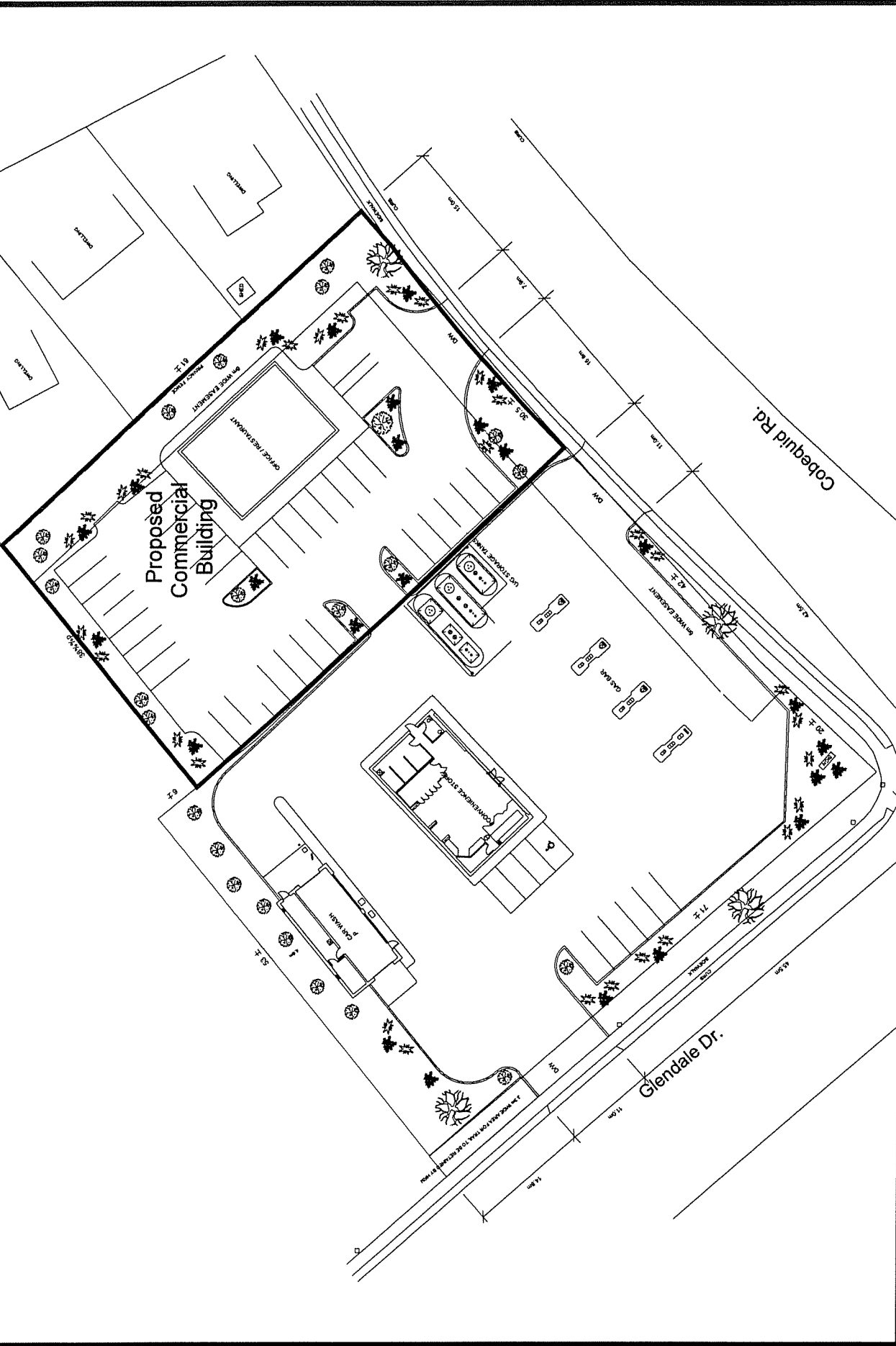
DATE JULY 18, 2006

SCALE N.T.S.

DWG. NO. 1 OF 2

Schedule E - Floor Plan





**Schedule "F"  
Landscaping Plan**



Schedule "G"  
Erosion and Sedimentation Control Guidelines

## EROSION AND SEDIMENTATION CONTROL ON CONSTRUCTION PROJECTS

A very important first step in reducing sedimentation of receiving water bodies is to develop a plan for controlling erosion before any earth-moving equipment disturbs a construction site. This plan is an integral part of the total site development plan and prescribes all the steps necessary, including scheduling, to assure erosion and sediment control during all phases of construction.

A knowledge of factors affecting erosion, as explained in Appendix B, provides the basis for technical erosion and sediment control principles. These principles can be utilized by the project planner in the design stage or readily implemented by a construction foreman in the field. Practical combinations of the five principles outlined on the following pages should be utilized to the maximum extent possible on all construction projects.

### 2.1 ACCEPTED PRINCIPLES AND PRACTICES FOR REDUCING EROSION AND SEDIMENTATION

#### 1. FIT THE ACTIVITY TO THE TOPOGRAPHY, SOILS, WATERWAYS, AND NATURAL VEGETATION OF A SITE.

- a) Costs for erosion control and maintenance can be minimized if a site is selected for a specific activity rather than attempting to modify the site to conform to the proposed activity.
- b) Detailed planning will assure that roadways, buildings and other permanent features related to the activity conform to the natural characteristics of the site.
  - Locate large graded areas on the most level portion of the site.
  - Avoid areas subject to flooding and make every effort to preserve all features of natural channels. **Note that any channel alterations require a permit from the Department of the Environment.**
  - Areas of steep slopes, erodible soils and soils with severe limitations for the intended uses should not be utilized without first overcoming the limitations through sound engineering practices.
  - limit the length and steepness of the designed slopes to reduce runoff volumes and velocities. Long, steep slopes should be broken by benching, terracing or constructing diversion structures.

2. EXPOSE THE SMALLEST PRACTICAL AREA OF LAND FOR THE SHORTEST POSSIBLE TIME.

- a) Earth changes and the removal of natural vegetation leave an area susceptible to erosion and sedimentation; the larger the disturbed area and the longer it is left unstabilized, the more serious the problem becomes.
  - Plan the phases or stages of development so that only the areas which are actively being developed are exposed. All other areas should have a good cover of temporary or permanent vegetation or mulch.
- b) Complete grading as soon as possible after it is begun. Then, immediately after grading is complete, establish permanent vegetation and surface cover such as gravel, and erosion controls in the area.
  - Revegetate the slopes as work progresses - for example, as cut slopes are made, or as fill slopes are brought up to grade. This process is known as staged seeding.
  - Minimize grading of large or critical areas during the season of maximum erosion potential.

3. APPLY "SOIL EROSION" CONTROL PRACTICES AS A FIRST LINE OF DEFENSE AGAINST ON-SITE DAMAGE

- a) Applying erosion control practices on a site will prevent excessive sediment from being produced.
  - Keep soil covered as much as possible with temporary or permanent vegetation or with various mulch materials. Even project materials such as brush, logs and chippings can serve as mulch and help to control erosion.
  - Use special grading methods such as roughening a slope on the contour or tracking with a cleated dozer.
  - Roll and compact soil to make it less erodible.
  - Incorporate other practices such as diversion structures to divert surface runoff from exposed soils, and grade stabilization structures to control surface water.
- Effective erosion control and sediment reduction depends upon judicious selection of conservation practices, adequate design, accurate installation in a timely fashion, and sufficient maintenance to ensure the intended results.
- c) Prevent "gross" erosion in the form of gullies.
- d) **When erosion is not adequately controlled, sediment control is more difficult and expensive.**



#### 4. APPLY "SEDIMENT CONTROL" PRACTICES AS A PERIMETER PROTECTION TO PREVENT OFF-SITE DAMAGE.

- a) The second line of defence is to control runoff and prevent sediment from getting off-site. Generally, this is done by either filtering runoff as it flows through an area or impounding the sediment-laden runoff for a period of time so that the soil particles settle out.
- Berms, sedimentation basins, sediment traps, and vegetative filters are some examples of practices used to control sediment and protect watercourses.
  - Vegetative and structural sediment control measures can be classified as either temporary or permanent depending on whether or not they will remain in use after development is complete.
- b) **The best way to control sediment, however, is to prevent erosion at its source.**

#### 5. IMPLEMENT A THOROUGH MAINTENANCE AND FOLLOW-UP OPERATION.

This fifth principle is vital to the success of the four others. A site cannot be effectively controlled without thorough, periodic checks of the erosion and sediment control practices. These practices must be maintained just as construction equipment must be maintained, and materials checked and inventoried.

- Start a routine "end of day check" to make sure that all control practices are working properly.
- Check the weather forecast daily and be prepared if rain is predicted.
- Throughout construction keep an adequate inventory on hand of materials such as straw bales, polyethylene, gravel, or rock riprap, and scout the area for other sources of useful materials like hay, bark or sawdust for mulching.

Usually these five principles are integrated into an overall plan of vegetative and structural measures and management techniques aimed at preventing erosion and controlling sediment, as demonstrated by the flow chart, Figure 3. In most cases, a combination of limited grading, limited time of exposure and a judicious selection of erosion control practices and sediment trapping facilities will prove to be the most practical method of controlling erosion and the associated production and transport of sediment.

**PREPARE EROSION AND SEDIMENTATION CONTROL PLAN**

Consists if a written document and drawings based an accepted principles and practices and reducing erosion and sedimentation.

- Carry out a thorough soils analysis
- Fit the activity to the natural site featured particularly waterways
- Include a stormwater management plan
- Expose the smallest area for the shortest practical time
- Plan for erosion control materials and the time to apply them
- Plan the location for sedimentation control measures
- Prepare for contingencies - maintenance is very important

**IMPLEMENT TEMPORARY EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION**

<b>SURFACE STABILIZATION (TEMPORARY)</b>		<b>DRAINAGE CONTROL (TEMPORARY)</b>		
VEGETATIVE (1.5) BUFFER STRIPS	NONVEGATIVE RIPRAP (1.1)	CHANNELS (DITCHES) (2.1)(2.2)	GRADING PRACTICES (1.0)	SEDIMENTATION PONDS (2.10) (TEMPORARY/ PERMANENT)
MULCHING	GABION BASKETS(1.2)	<b>CHECK DAMS</b> BRUSH (2.7A)		<b>FILTER BARRIERS</b> STRAW (2.8)
HYDROSEEDING	GEOTEXTILE FILTER FABRIC(1.3)	ROCK (2.7B)	FILTER FABRIC (2.9)	
MATTING (1.4)	MATTING (1.4)			

**IMPLEMENT MAINTENANCE PROGRAM THROUGHOUT CONSTRUCTION**

<b>DAILY ROUTINE CHECKS</b>	<b>REPAIRS</b>	<b>REPLACEMENTS</b>	<b>INVENTORY OF CONTROL MATERIALS</b>
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**PERMANENT EROSION CONTROL FOR FINISHED SITE**

<b>SURFACE STABILIZATION (PERMANENT)</b>		<b>DRAINAGE CONTROL (PERMANENT)</b>		
VEGETATIVE (1.5) SEEDING	NONVEGATIVE RIPRAP (1.1)	CHANNELS (DITCHES) (2.1)(2.2)	STORM DRAIN OUTLET PROTECTION (2.4)	<b>CHECK DAMS</b> ROCK (2.7B)
SODDING	GABION BASKETS (1.2)	BERMS	SEEPPAGE DRAINS (2.6)	EARTH SODDED (2.7 E)
MATTING (1.4)	GRAVELING	TERRACES, FINAL GRADING (1.0)	WOODEN PLANKS (2.7B)	GABIONS (2.7C)
	PAVING	GRASSED WATERWAYS (2.3)	CHUTES AND DOWNDRAINS (2.5)	SANDBAGS (2.7F)
		SEDIMENTATION PONDS (2.10)		

**MAINTAIN PERMANENT EROSION CONTROL**

<b>MAINTENANCE PROGRAM</b>			
<b>ROUTINE CHECKS</b>	<b>REPAIRS</b>	<b>REPLACEMENTS</b>	<b>INVENTORY OF CONTROL MATERIALS</b>

FIGURE 3  
STEPS TO FOLLOW IN PREPARING AN EROSION AND SEDIMENTATION CONTROL PROGRAM FOR CONSTRUCTION PROJECTS.  
NOTE: NUMBERS IN BRACKETS REFER TO FACTSHEETS, SECTION 2.3