



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 8.1.1
North West Community Council
January 14, 2015
February 23, 2015

TO: Chair and Members of North West Community Council

SUBMITTED BY: Original signed
Bob Bjerke, Chief Planner & Director, Planning and Development

DATE: January 5, 2015

SUBJECT: Case 19206: Development Agreement, 771 & 773 Bedford Highway, Bedford

ORIGIN

Application by United Gulf Developments Limited.

LEGISLATIVE AUTHORITY

Halifax Regional Municipal Charter, Part VIII, Planning and Development.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as contained in Attachment A of this report, to permit commercial land uses at 771 and 773 Bedford Highway, Bedford and to schedule a public hearing;
2. Approve the proposed development agreement as contained in Attachment A of this report to permit commercial land uses at 771 and 773 Bedford Highway, Bedford;
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

771 and 773 Bedford Highway, Bedford, is home to the Traveller's and Esquire Motels. The property is designated and zoned Commercial Comprehensive Development District (CCDD). The property owner, United Gulf Developments Limited, has applied to enter into a development agreement to allow for new commercial land uses which are complimentary to the existing motel.

Location, Designation, Zoning and Surrounding Land Use:

Subject Property	771 and 773 Bedford Highway, Bedford (Map 1)
Lot Area	6 acres (2.4 hectares)
Regional Designation	Harbour Designation
Community Designation	Commercial Comprehensive Development District (CCDD) under the Bedford Municipal Planning Strategy (MPS) (Map 1)
Zoning	CCDD Zone under the Bedford Land Use By-law (LUB) (Map 2)
Surrounding Uses	Clearwater Lobster (741 Bedford Highway, Bedford) to the east, a 3 storey mixed residential development (827 Bedford Highway) to the west, existing single unit dwelling residential neighbourhood (Glenmont Ave. and Millview Ave.) to the south; Esquire Restaurant to the southeast (772 Bedford Highway); CN rail line and undeveloped lands of the Waterfront Development Corporation to the north.
Current Use	2 existing motels (Traveller's and Esquire Motel). Approximately 2,322 square meters (25,000 square feet) of gross floor area. In early 2014, the Traveller's Motel closed. The Motel has been vacant for most of the year. The Esquire Motel is operating and is proposed to continue operation as part of this development application.

Existing Development and CCDD Zone

In early 2014, the Traveller's motel closed leaving a large portion of the lands underutilized. The Bedford LUB prescribes that no development permit shall be issued for a development in a CCDD Zone unless the proposed development is in conformance with a development agreement which has been approved by Community Council. As such, until a development agreement is approved, the only permitted land use on the lands is the existing motel.

Proposal

The applicant is proposing to enter into a development agreement with the Municipality to allow the introduction of specific commercial land uses that will complement and support the existing Esquire Motel. Some of the proposed uses consist of: general retail; personal and household services; full service restaurants; and office uses.

HRM Visioning

In February 2007, the Municipality initiated a community visioning process in collaboration with the community of Bedford to create a vision for the Bedford Waterfront. The proposed request, by United Gulf Developments Limited, relates to a parcel of land which falls within the Bedford Visioning study area. While the vision process is active, pending completion of the 5 year Transit Review and Commuter Rail Study, the applicant may still pursue development options currently available in the Bedford MPS.

Enabling Policy

Subject to Policies C-7, C-8, C-9 and C-13 of the Bedford MPS (Attachment B), Community Council may consider applications for commercial and mixed use commercial/residential development through a development agreement process. The enabling policies provide guidance regarding: the scale of development; compatibility; built form; availability of municipal services; conservation of the natural environment; and the retention of lands to serve as a potential entrance road to the waterfront project.

DISCUSSION

Policies C-7, C-8, C-9, C-13 and Z-3 of the Bedford MPS include criteria for Community Council to consider when evaluating development agreements. The proposed Development Agreement, contained in Attachment A of this report, includes site-specific controls and specifications that address the following matters:

- land use, building and site requirements;
- architectural, signage and lighting requirements;
- vehicular parking, circulation and site access;
- building services, maintenance and waste facilities; and
- options for non-substantive amendments which may be considered by resolution of Council, such as changes to timeframes for development.

Of the matters addressed by the proposed development agreement, the following elements have been identified for detailed discussion:

Proposed Land Use

The proposed commercial uses will comprise of select CCDD Zone uses that compliment and support the existing motel. These new commercial uses will be mostly accommodated within existing structures on the lands. Some of the existing cabins associated with the former Traveller's Motel are proposed to be removed and replaced with new buildings comparable in scale to the existing buildings. The development agreement contains provisions which ensure the development remains compatible with surrounding uses.

Connection to Municipal Water and Sewer Services

The existing Traveller's and Esquire Motels are serviced with on-site water and sewer. Policy C-13 of the Bedford MPS allows Council states "It shall be the intention of Town Council to enter into a Development Agreement with the owners of the Travellers' Motel, Esquire Motel and Clearwater Lobster Limited properties to permit CCDD development when municipal services become available." In keeping with the intent of policy, the development agreement requires connection of municipal services prior to the issuance of any development permits. As part of the detailed review of this application, staff has determined that the proposed development can be accommodated within the existing municipal service system.

Comprehensive Approach to Development

Typically the CCDD policy encourages the negotiation of a development agreement for all land holdings within the CCDD Zone in the surrounding area. Past practice by the Town of Bedford has been to allow for individual properties to proceed with development proposals on an individual basis. CCDD lands to the east, commonly known as the Clearwater Lobster property, were developed through approval of a development agreement in 1999 to allow an expansion of the existing commercial business. Lands to the west are currently being developed with a mixed use commercial residential development, also approved by Council through a development agreement process in 2010.

As proposed, this application is for additional commercial land uses that will complement and support the future operation of the existing Esquire Motel. Approval of this application does not preclude the owners of the subject lands from making future applications to consider new commercial or mixed commercial/residential uses. Further, it does not preclude the owner from making a future MPS/LUB amendment application to consider re-designating and re-zoning the lands from CCDD to WFCDD (Waterfront Comprehensive Development District) which would allow these properties to be developed comprehensively within the waterfront in accordance with the WFCDD Zone.

Protection of Future Waterfront Access Road

The development agreement contains provisions that ensure protection of lands near the proposed entrance road to the neighbouring waterfront lands. Through the requirement of a non-disturbance area (as shown on Schedule C of Attachment A), sufficient lands have been protected to ensure that future

development on the lands can be considered in such a manner to provide adequate separation between any proposed buildings and the waterfront entrance road to provide views from the highway and from the existing residential properties located above the site.

North West Planning Advisory Committee

The North West Planning Advisory Committee (NWPAC) reviewed this application on June 4, 2014. The committee recommended that North West Community Council approve the application to enter into a development agreement provided there were no significant changes to the traffic impact statement as presented to the committee. Since the meeting of NWPAC on June 4, 2014, the applicant has provided an addendum to their original traffic impact statement from September 10, 2013. The addendum, dated September 5, 2014, is consistent with the development proposal as presented in this report and attached development agreement. While the revised development plan is estimated to generate slightly more trips than anticipated in the 2013 statement, the low number of additional vehicle trips is not expected to have any significant impact on the existing street network.

Conclusion

The applicant's proposal to establish additional commercial land uses satisfies the requirements of the Bedford MPS. Staff recommend approval of the proposed development agreement provided in Attachment A.

FINANCIAL IMPLICATIONS

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy.

The level of community engagement was consultation, achieved through a Public Information Meeting held on May 1, 2014 (see Attachment C for Minutes). Notices of the Public Information Meetings were posted on the HRM Website, in the newspaper, and mailed to property owners in within the notification area as shown on Map 2.

A public hearing must be held by Community Council before they can consider approval of the Development Agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposed development agreement will potentially impact local residents, property owners and adjacent businesses.

ENVIRONMENTAL IMPLICATIONS

No implications have been identified.

ALTERNATIVES

1. Community Council may choose to refuse the proposed development agreement and, in doing so, must provide reasons why the development agreement does not reasonably carry out the intent of the

MPS. This is not recommended. A decision of Council to reject the development agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

2. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the Developer and may require an additional Public Hearing.

ATTACHMENTS

Map 1 Generalized Future Land Use
Map 2: Zoning and Notification

Attachment A: Proposed Development Agreement
Attachment B: Bedford MPS Policy Evaluation
Attachment C: Minutes of the Public Information Meeting

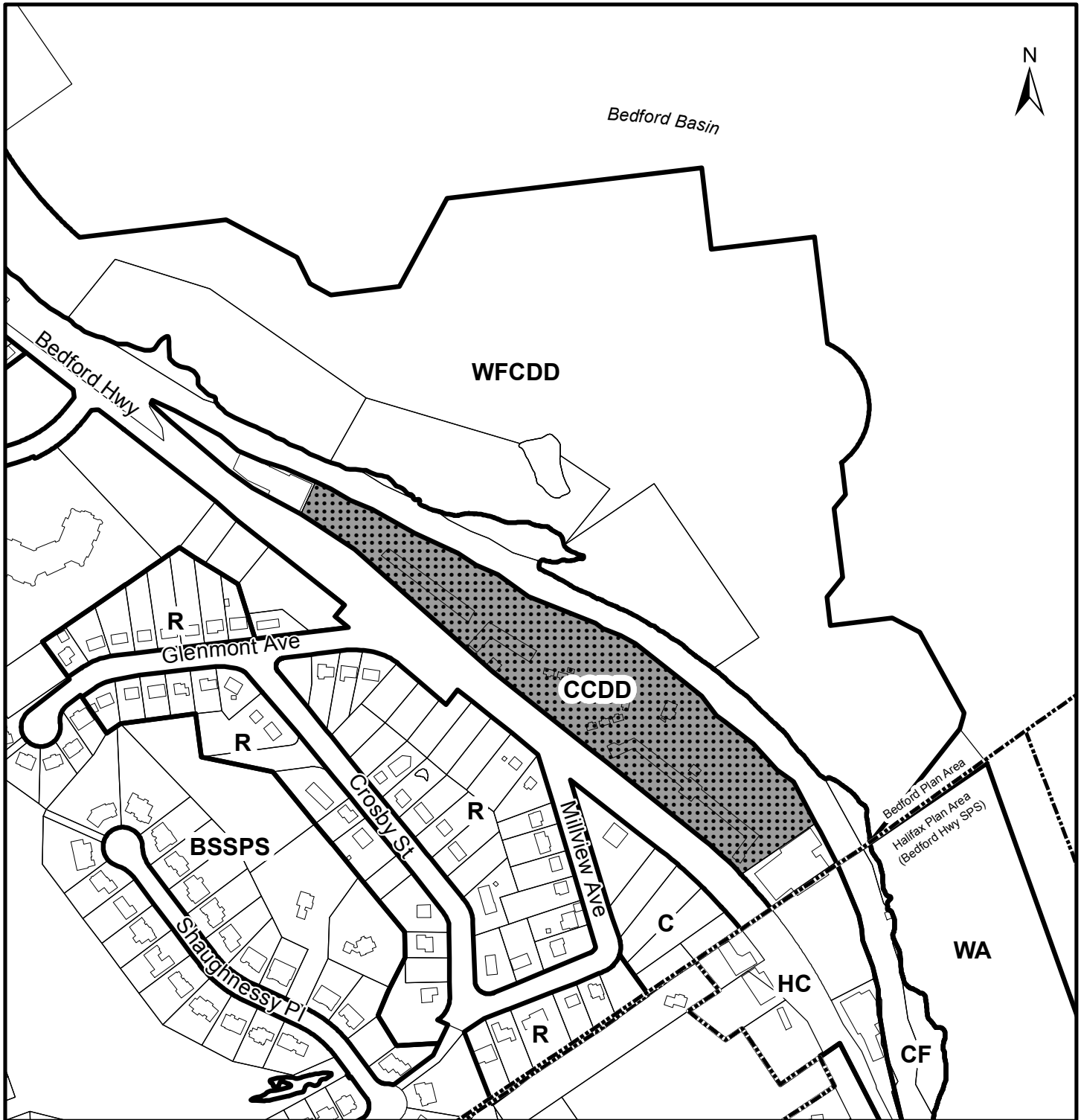
A copy of the Traffic Impact Statement dated September 5, 2014 is available upon request or online at:

<http://www.halifax.ca/planning/Applications/documents/19206AddendumTravelers13121126.pdf>

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Tyson Simms, Planner 1, 902.490.4843


Report Approved by: original signed
Kate Greene, Acting Manager - Development Approvals, 902.490.1946



Map 1 - Generalized Future Land Use

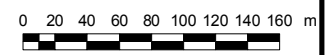
HALIFAX

771 and 773 Bedford Highway
Bedford

 Area of proposed Development Agreement

Designation - Bedford

- R Residential
- C Commercial
- CCDD Commercial Comprehensive Dev. District
- WFCDD Waterfront Comprehensive Dev. District
- BSSPS Bedford South Secondary Planning Strategy



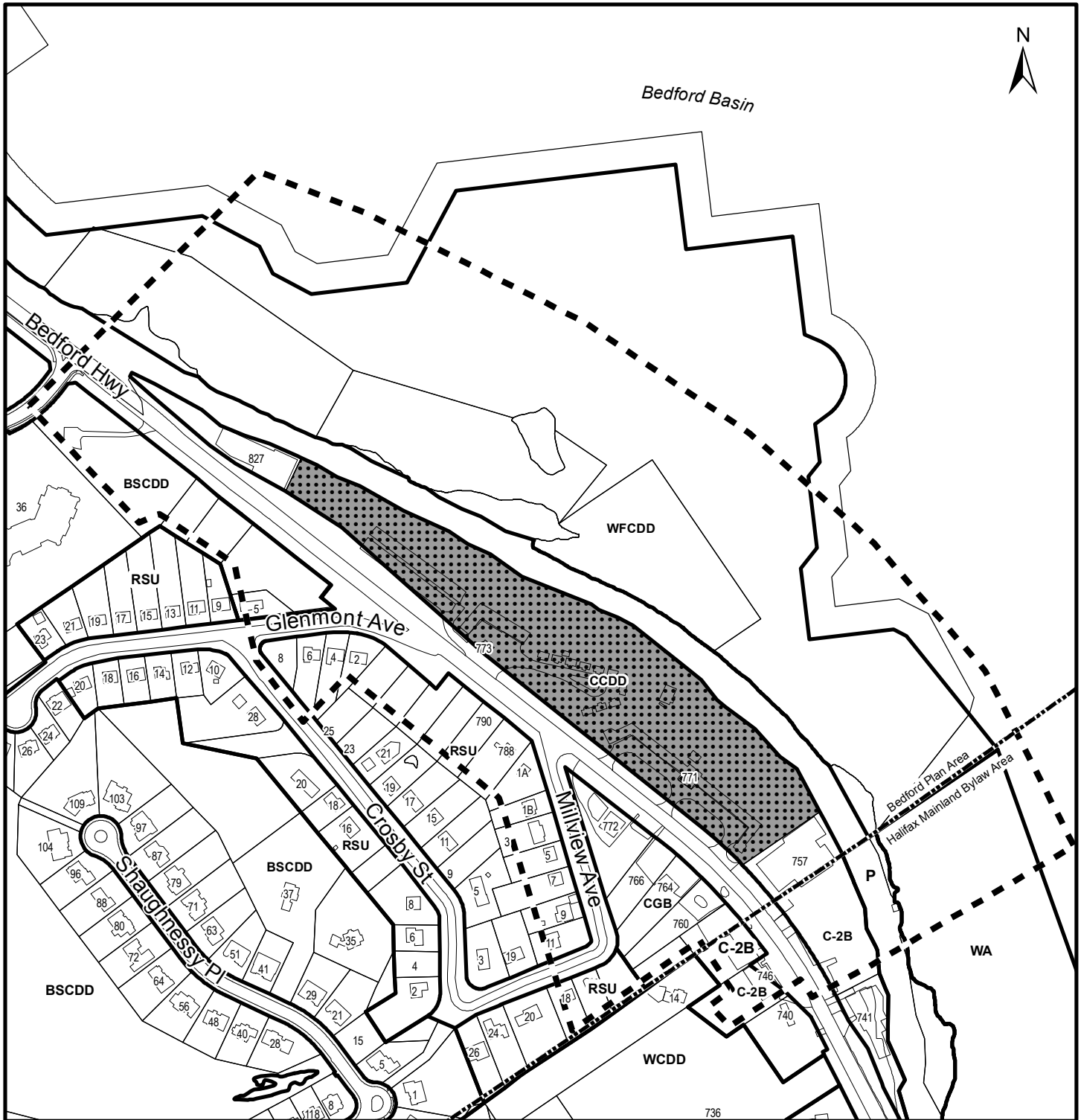
Designation - Bedford Highway

- HC Highway Commercial
- CF Community Facilities

Bedford Plan Area
Halifax Plan Area
- Bedford Highway Secondary Plan Area


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

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



Map 2 - Zoning

771 and 773 Bedford Highway
Bedford

 Area of proposed
Development Agreement

Bedford Plan Area
Halifax Mainland Land Use By-Law Area

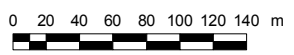
Zone - Bedford

- RSU Single Dwelling Unit
- BSCDD Bedford South Comprehensive Dev. District
- CGB General Business District
- CCDD Commercial Comprehensive Dev. District
- WFCDD Waterfront Comprehensive Dev. District

Zone - Halifax Mainland

- C-2B Highway Commercial
- P Park and Institutional
- WA Water Access
- WCDD Wentworth Comprehensive Development District

HALIFAX



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

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

**Attachment A:
Proposed Development Agreement**

THIS AGREEMENT made this day of **[Insert Month]**, 2015,

BETWEEN:

INSERT NAME OF CORPORATION/BUSINESS LTD.

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 771 and 773 Bedford Highway, Bedford, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developers have requested that the Municipality enter into a Development Agreement to allow for commercial uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies C-7, C-8, C-9, C-13 and Z-3 of the Bedford Municipal Planning Strategy and Part 4(d) of the Bedford Land Use By-law;

AND WHEREAS the North West Community Council of the Municipality, at its meeting on **[Insert – Date]**, approved the said Agreement to allow commercial uses on the Lands subject to the registered owner of the Lands described herein entering into this Agreement, referenced as Municipal Case Number 19206;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

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

- (a) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects, and;
- (b) "Professional Engineer" means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia;

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 19206:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan – Plan Number 19206-01
Schedule C	Preliminary Landscaping Plan – Plan Number 19206-02

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of the first Development Permit for any development, the Developer shall:
- (a) provide the Development Officer with a Landscaping Plan in accordance with Section 3.8.1 of this Agreement; and
 - (b) connect to municipal services as required by Sections 4.1 of this agreement.
- 3.2.2 Prior to the issuance of a Municipal Occupancy Permit, the Developer shall provide the Development Officer with written confirmation from a Landscape Architect which the Development Officer may accept as sufficient record of compliance with the Preliminary Landscaping Plan as required pursuant to this agreement.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) Existing buildings in conformance with Schedule B of this agreement;
 - (b) Existing accessory buildings in conformance with Schedule B of this agreement;
 - (c) Specific commercial land uses, including:
 - i. Motels;
 - ii. General retail exclusive of mobile home dealerships;
 - iii. Personal and household services, exclusive of massage parlours;
 - iv. Full service restaurants;
 - v. Commercial photography; and
 - vi. Office uses
- 3.3.2 Buildings A and B, as identified on Schedule B, shall consist of the following:
- (a) 30% of the total gross floor area of Building A may be converted to commercial uses, as permitted under Section 3.3.1(c) of this agreement. A minimum of 70% of the total gross floor area of Building A shall be devoted to the existing Motel use;

- (b) 15% of the total gross floor area of Building B may be converted to commercial uses, as permitted under Section 3.3.1(c) of this agreement. A minimum of 85% of the total gross floor area of Building B shall be devoted to the existing Motel use; and
- (c) Notwithstanding Sections 3.3.2(a) and 3.3.2(b), provided 100% of Building A or B is devoted to the existing motel use, 57% of the total gross floor area of one building (Building A or B) may be converted to commercial uses, as permitted under Section 3.3.1(c) of this agreement.

3.4 Siting and Architectural Requirements

Siting

- 3.4.1 Development of new buildings or accessory buildings shall not be permitted.
- 3.4.2 Notwithstanding Section 3.4.1, new buildings, identified as trailers on Schedule B, may be developed in place of previous cabins. The proposed buildings shall be sited as shown on Schedule B.
- 3.4.3 Buildings and accessory buildings, as shown on Schedule B of this Agreement, shall comply with the following:
 - (a) The building footprint of any existing building(s) shall not be increased;
 - (b) Notwithstanding 3.4.3(a), the front façade of Buildings A, B, D and E may extend into the front yard by 1.52 meters (5 feet);
 - (c) The height of existing buildings shall not be increased;
 - (d) Any modification or alteration to any building(s) façade shall satisfy all architectural requirements for commercial uses as prescribed under Section 33 of the Bedford Land Use By-law; and
 - (e) The maximum height any new building shall not exceed 6.1 meters (20 feet).

Functional Elements

- 3.4.4 Rooftop equipment, including but not limited to, satellite and other telecommunication equipment, air handling units, cooling towers and exhaust fans, shall be housed in an enclosure which is visually integrated into the roof design.

3.5 Subdivision of the Lands

- 3.5.1 Any subdivision application shall be in accordance with the requirements of the Regional Subdivision By-law and Bedford Land Use By-law.

3.6 Parking, Circulation and Access

Parking/Circulation

- 3.6.1 The parking area shall be sited as generally shown on Schedule B.
- 3.6.2 The total number of required parking spaces and bicycle parking facilities shall be in accordance with the requirements of the Bedford Land Use By-law.
- 3.6.3 The existing parking area may be expanded in areas where buildings have been removed or demolished, however the parking area shall not expand along any vegetated and/or treed area, except as shown on Schedule C.

Access

- 3.6.4 All driveways, as shown on Schedule B, shall comply with the requirements of the National Building Code, including requirements related to required access routes for Fire Services.

3.7 Outdoor Lighting

- 3.7.1 Lighting shall be shielded and directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to divert the light away from Bedford Highway and adjacent properties and buildings.

3.8 Landscaping

- 3.8.1 Prior to issuance of the first Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and conforms to the overall intentions of the Preliminary Landscape Plan (Schedule C). The Landscape Plan shall be prepared by a Landscape Architect.
- 3.8.2 Notwithstanding Section 3.6.3, if parking is expanded in the front yard, as shown on Schedule B, the developer shall provide landscaping between the newly established parking area and right-of-way as shown on Schedule C and in accordance with Section 32 of the Bedford Land Use By-law.

Non-Disturbance Area

- 3.8.3 An area of Non-disturbance shall be provided as shown on Schedule C and shall be located:
- (a) 15.2 meters (50 feet) from the rear of Buildings A and B as identified on Schedule C; and
 - (b) 6.09 meters (20 feet) from the rear of Buildings C,D and E as identified on Schedule C.
- 3.8.4 No development, tree removal or grade alteration shall be permitted within the Non-Disturbance Area, as identified on Schedule C, except where approved in writing by the Development Officer to remove fallen timber and dead debris where a fire or safety risk is present, or to remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for such removal, the Development Officer has the discretion to require that the Developer or future property owner, as the case may be, engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.8.5 If trees are removed or tree habitat is damaged beyond repair in the Non-Disturbance Area the Developer shall replace each tree removed or damaged with a new tree of minimum size as outlined in Section 3.8.2, as directed by the Development Officer. This section applies to trees removed without permission, as well as trees removed with the Development Officer's permission as outlined in Section 3.8.7.

Compliance with Landscaping Plan

- 3.8.6 Prior to issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.8.7 Notwithstanding Section 3.2.3, prior to the completion of construction as identified in Section 7.4, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out

in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 MAINTENANCE

3.9.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

Reinstatement

3.9.2 All disturbed areas shall be reinstated to original condition or better.

3.10 SIGNS

3.10.2 Any application for signage shall comply with the requirements of the Bedford Land Use By-law.

3.10.3 Notwithstanding Section 3.10.2, a total of 2 ground signs shall be permitted on the Lands. The total number of ground signs is inclusive of the 2 existing ground signs.

3.11 SCREENING

3.11.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.11.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Bedford Highway and residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.12 HOURS OF OPERATION

3.12.1 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

4.1 The Lands shall be serviced with municipal services.

4.2 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

Off-Site Disturbance

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

Outstanding Site Work

4.4 Securities for the completion of outstanding on-site work at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable

automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

Solid Waste Facilities

- 4.5 Buildings shall include designated space for five (5) stream source separation services. This designated space for source separation services shall be shown on any submitted building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 4.6 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing and suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

Erosion and Sedimentation Control and Grading Plans

- 5.2 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

Stormwater Management Plans

- 5.3.1 The Developer shall engage a Professional Engineer to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detention controls, wetlands, vegetative swales, filter stripes, and buffers to minimize any significant adverse impacts on receiving watercourses during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation and control measures and stormwater management measures which are to be in place prior to and during development of that phase. The Stormwater Management Plan shall conform with the following:
- (a) schematics and information presented on Schedule B, and;
 - (b) requirements of Nova Scotia Environment and the Municipal Service Systems Manual.
- 5.3.2 The Developer agrees to construct at its own expense the Stormwater Management System pursuant to this section. The Developer shall provide certification from a qualified professional that the system, or any phase thereof, has been constructed in accordance with the approved design.

Compliance

- 5.4 If the Developer fails at any time during any site work or construction to fully conform to the approval plans as required under Section 5, the Municipality shall require that the site and construction work cease, except for works which may be approved by the Development Engineer to ensure compliance with the Erosion Sedimentation Control Plan, Grading Plan, and Storm Water Management Plan.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) Construction or placement of a new building in place of 2 existing cabins, located between the proposed new buildings and existing Building D, as identified on Schedule B; and
- (b) The granting of an extension to the date of commencement of construction as identified in Sections 7.3.1 and 7.3.3 of this Agreement;

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

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

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within 5 (five) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean issuance of a Development Permit.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1(c) if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Bedford Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

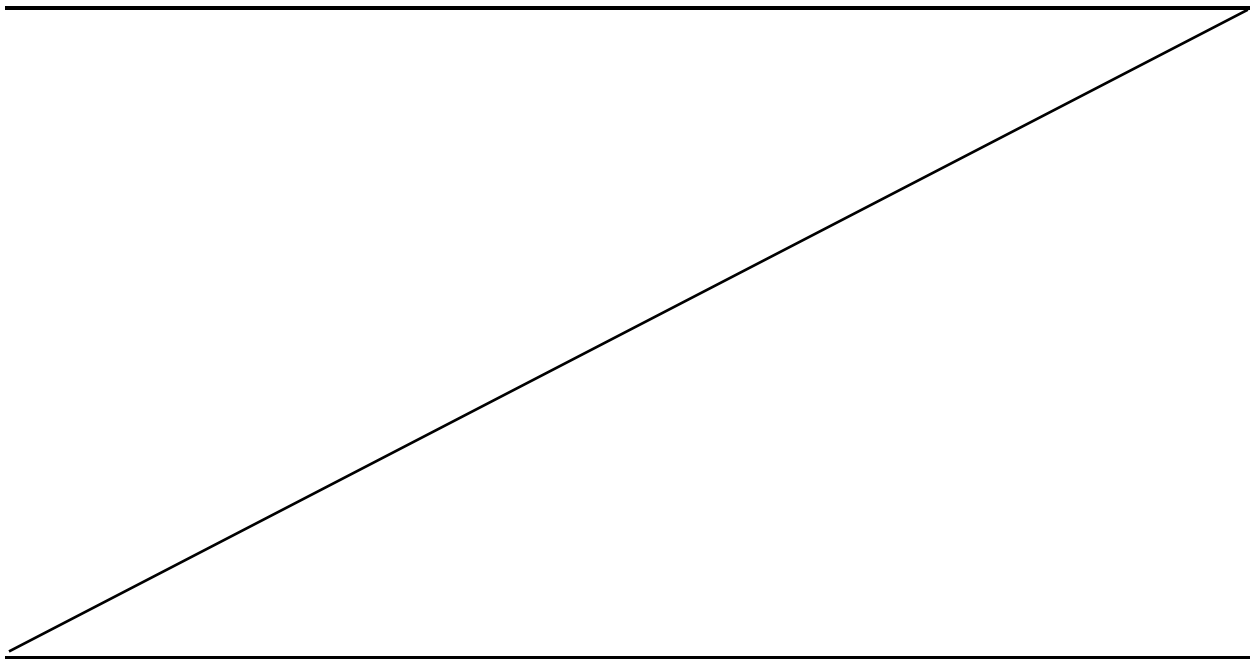
8.1 Enforcement

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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.



IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Corporation Name and Registered Owner Name)

Witness

Per: _____

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

HALIFAX REGIONAL MUNICIPALITY

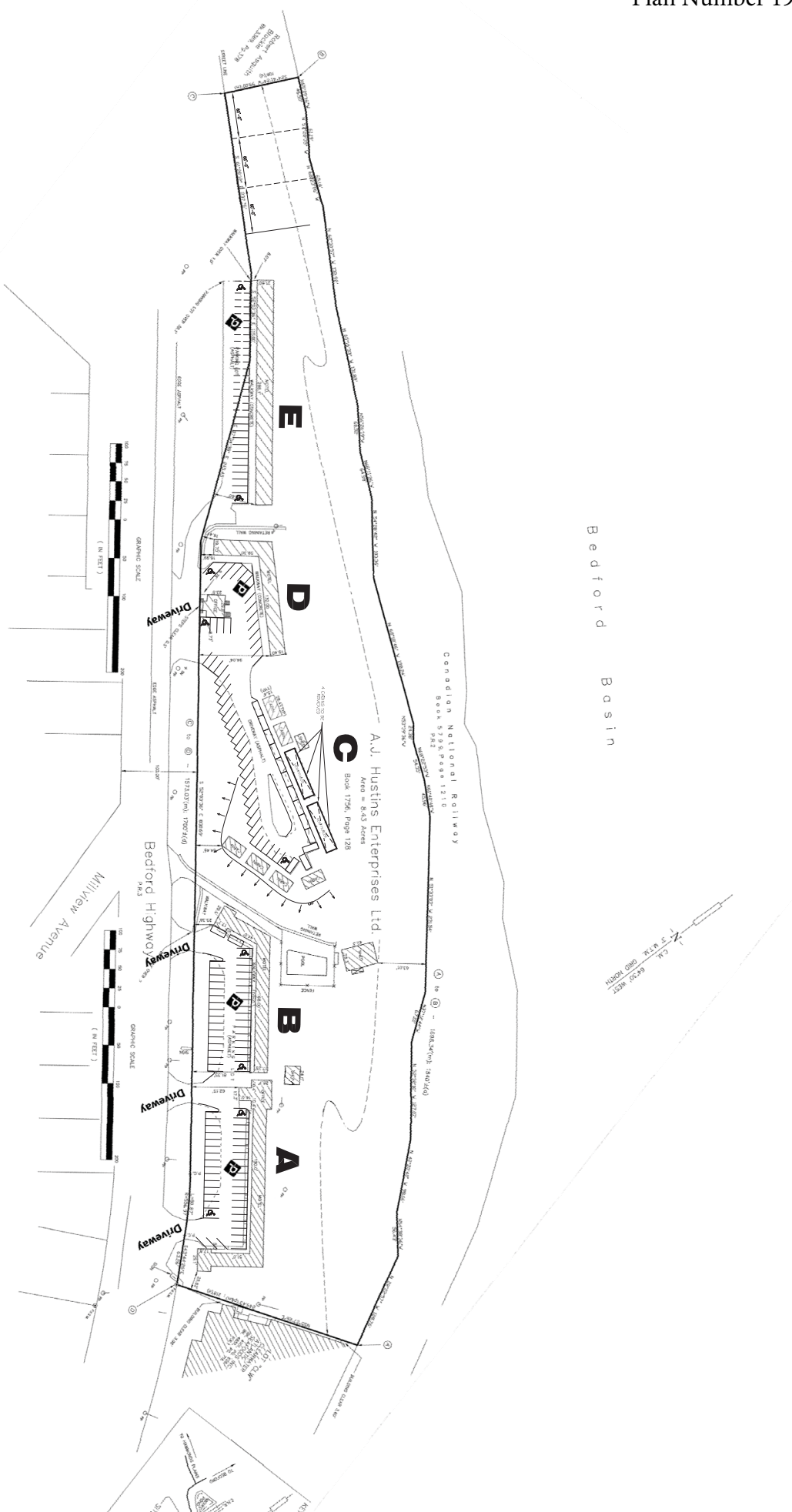
Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

Schedule B - Site Plan
Plan Number 19206-01



Bedford Basin

Schedule C - Preliminary Landscaping Plan



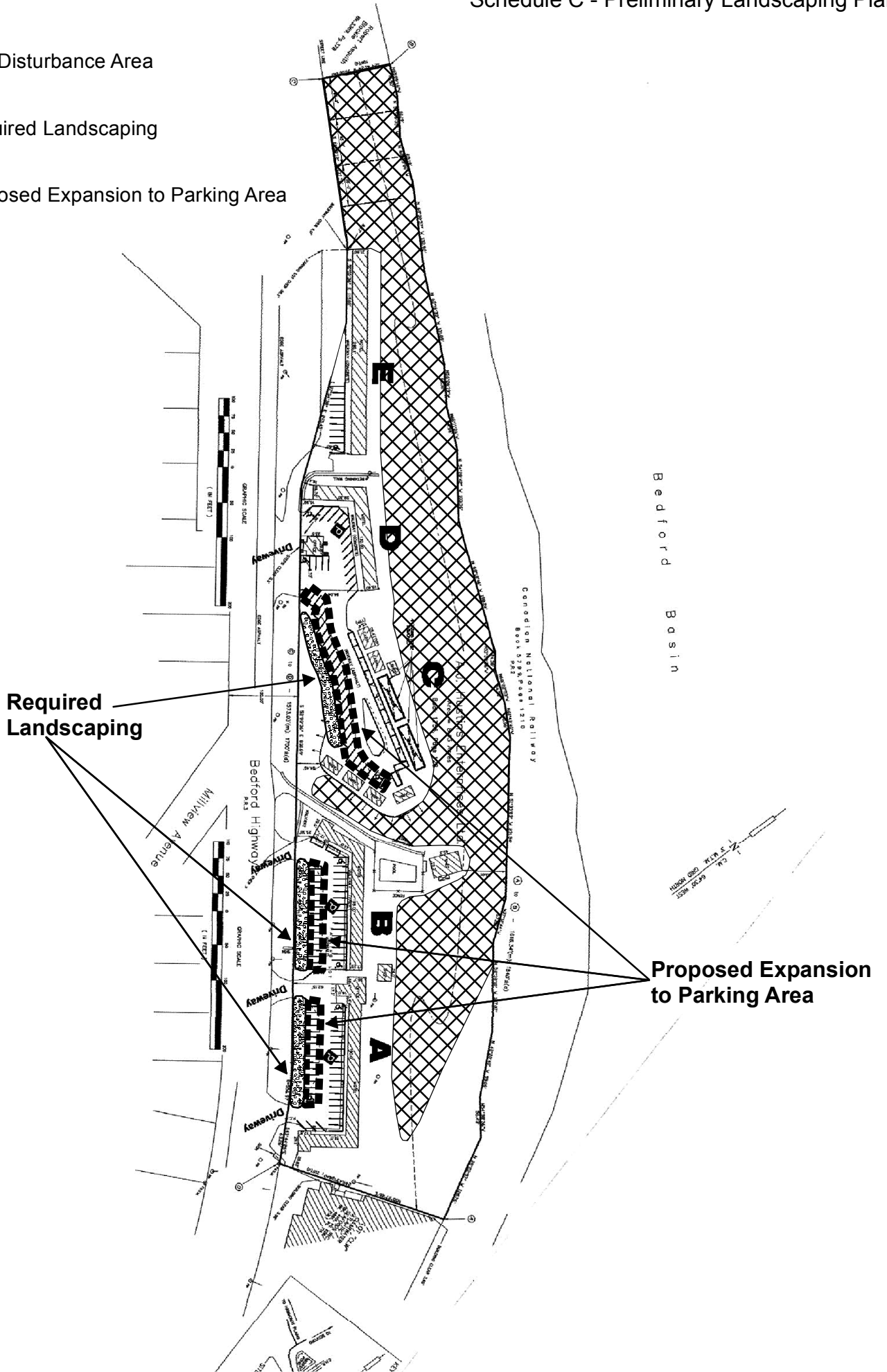
Non-Disturbance Area



Required Landscaping



Proposed Expansion to Parking Area



**Attachment B:
Bedford MPS Policy Evaluation**

Policy Criteria	Comment
<p>Policy C-7: <i>It shall be the intention of Town Council to designate the lands shown on Map 3 as Commercial Comprehensive Development Districts, and in the Land Use By-Law the lands shall be zoned Commercial Comprehensive Development District (CCDD). The CCDD Zone will permit mixed use, residential/commercial projects, including single unit dwellings, two unit dwellings, multiple-unit buildings, senior residential complexes, neighbourhood commercial, office buildings, CGB Zone uses, convention facilities, recycling depots, park uses, and institutional uses. Existing uses within the CCDD Zones shall be considered as permitted uses and be allowed to continue operation.</i></p> <p><i>It shall be the intention of Town Council to require development of commercial uses on 50% of each CCDD site and further, that multiple unit buildings not be permitted to occupy more than 25% of a CCDD site. Multiple unit buildings shall be constructed in accordance with the RMU zone requirements. Maximum building height may be increased to four stories in the case of sloped lots where the building is designed to fit the natural topography of the site. Lot area requirements shall be calculated on the basis of 2000 square feet per unit, regardless the unit size. Lot area associated with each building may be reduced in size to increase the common open space. The architectural, landscaping, and streetscape considerations for multiple unit buildings within the RCDD zone, as articulated in Policies R-12A, R-12B and R-12C, shall apply to multiple unit developments within the CCDD zone.</i></p>	<p>No multiple unit dwellings or residential uses are proposed as part of this application nor are they permitted by the proposed development agreement.</p> <p>Section 3.4.3 (b) of the proposed development agreement does not permit an increase of height to the existing buildings.</p>

Policy Criteria	Comment
<p>Policy C-8: <i>It shall be the intention of Town Council to enter into Development Agreements pursuant to the Planning Act with the owners of the lands zoned Commercial Comprehensive Development District to carry out the proposed commercial and mixed use commercial/residential development(s) provided that all applicable policies of this document are met. In considering applications Council shall have regard to whether the proposed land use emphasizes the unique features of the site in terms of its location within the Town, its unique physical characteristics, its overall size and the relationship developed with adjoining existing or proposed uses. A special emphasis on the conservation of the natural environment including features such as watercourses, lakes, trees, and the natural topography shall be highlighted in the development proposal.</i></p>	<p>As proposed, the commercial land uses will be accommodated within the existing structures on the site, with the exception of 2 new buildings which will replace 4 existing motel cabins. These new buildings will be subject to the requirements of the Bedford Land Use By-law, including requirements related to architecture. The maximum height of the new buildings shall not exceed 6.1 meters (20 feet).</p> <p>Subject to Section 3.8.3 of the proposed development agreement, a majority of the existing mature tree stands, located along the northern portion of the site, will be conserved. In accordance with Policy C-8, protection and incorporation of this important natural feature should be considered as part of any future development proposals on this site.</p>
<p>Policy C-9: <i>It shall be the intention of Town Council to consider discharging the agreements made pursuant to Policy C-8 upon the completion of the development. Council may thereafter zone the CCDD in such a manner as to be consistent with the development, by creating a specific zone for the site which incorporates the uses provided for in the development agreement as well as provisions consistent with Sections 53 and 54 of the Planning Act.</i></p>	<p>Council may consider discharging the proposed development agreement and zoning the property in such a manner as to be consistent with the property and applicable legislation. Such consideration should only be given once construction of the development is complete and in accordance with the requirements of the proposed agreement.</p>
<p>Policy C-13: <i>It shall be the intention of Town Council to enter into a Development Agreement with the owners of the Travellers' Motel, Esquire Motel and Clearwater Lobster Limited properties to permit CCDD development when municipal services become available. In recognition of the site's unique position at the entrance to the Town overlooking the Bedford Basin, an agreement if entered into shall specify that two thirty foot wide separations are to be provided between the buildings on either side of the entrance road to the waterfront project to provide views from the highway and from the existing homes above the site. Buildings are to be set back 60 feet on either side of the entrance road to the waterfront project to provide a view. As well, the maximum building height is to be 75 feet.</i></p>	<p>Municipal central services are available. Section 3.2.1(b) requires, prior to the issuance of any development permits, that the site be connected to municipal central services.</p> <p>The waterfront access road has yet to be developed. However, based on preliminary studies and discussion provided through the vision planning exercise, the future access road will be located on the western portion of the subject site. Section 3.8.3 identifies an area of non-disturbance. This area of non-disturbance protects lands along the western portion of the site. This area ensures that the setback requirements, as prescribed in Policy C-13, can be satisfied.</p> <p>Building height is not proposed to be increased on the subject site.</p>
<p>Policy Z-3: <i>It shall be the policy of Town Council when considering zoning amendments and development agreements [excluding the WFCDD area] with the advice of the Planning Department, to have regard for all other relevant criteria as set out in various policies of this plan as well as the following matters:</i></p>	

Policy Criteria	Comment
<i>1. That the proposal is in conformance with the intent of this Plan and with the requirements of all other Town By-laws and regulations, and where applicable, Policy R-16 is specifically met;</i>	The proposed development is in conformance with the intent of the Bedford MPS and LUB. Policy R-16 is not applicable to this proposal.
<i>2. That the proposal is compatible with adjacent uses and the existing development form in the neighbourhood in terms of the use, bulk, and scale of the proposal;</i>	The development proposal is consistent with surrounding commercial development along the Bedford Highway.
<i>3. That provisions are made for buffers and/or separations to reduce the impact of the proposed development where incompatibilities with adjacent uses are anticipated;</i>	No incompatibilities with adjacent uses are anticipated. Most of the proposed uses will be incorporated into existing buildings.
<i>4. That provisions are made for safe access to the project with minimal impact on the adjacent street network;</i>	These provisions are addressed through the HRM Streets By-law.
<i>5. That a written analysis of the proposal is provided by staff which addresses whether the proposal is premature or inappropriate by reason of:</i>	
<i>i) the financial capability of the Town to absorb any capital or operating costs relating to the development;</i>	The subject proposal does not require any capital or operating costs be absorbed by the Municipality.
<i>ii) the adequacy of sewer services within the proposed development and the surrounding area, or if services are not provided, the adequacy of physical site conditions for private on-site sewer and water systems;</i>	Section 3.2.1(b) requires, prior to the issuance of any development permits, that the site be connected to municipal central services. Staff has determined that the proposed development can be accommodated within the existing municipal service system.
<i>iii) the adequacy of water services for domestic services and fire flows at Insurers Advisory Organization (I.A.O.) levels; the impact on water services of development on adjacent lands is to be considered;</i>	Halifax Water has reviewed the proposal and concludes that there are adequate water services to support the proposed development.
<i>iv) precipitating or contributing to a pollution problem in the area relating to emissions to the air or discharge to the ground or water bodies of chemical pollutants;</i>	N/A
<i>v) the adequacy of the storm water system with regard to erosion and sedimentation on adjacent and downstream areas (including parklands) and on watercourses;</i>	Storm water management and sedimentation control measures will be addressed through the permitting stage of development. Requirements regarding these measures have been included under Sections 5.2, 5.3.1 and 5.3.2 of the proposed development agreement.

Policy Criteria	Comment
<i>vi) the adequacy of school facilities within the Town of Bedford including, but not limited to, classrooms, gymnasiums, libraries, music rooms, etc.;</i>	N/A
<i>vii) the adequacy of recreational land and/or facilities;</i>	N/A
<i>viii) the adequacy of street networks in, adjacent to, or leading toward the development regarding congestion and traffic hazards and the adequacy of existing and proposed access routes;</i>	A traffic impact statement was submitted as part of the application. The statement concludes that the proposed development is capable of being accommodated in a manner that will ensure efficient circulation on site with minimal impact to traffic on the Bedford Highway. HRM staff have reviewed the statement and concur with the findings.
<i>ix) impact on public access to rivers, lakes, and Bedford Bay shorelines; x) the presence of significant natural features or historical buildings and sites; xi) creating a scattered development pattern which requires extensions to trunk facilities and public services beyond the Primary Development Boundary; xii) impact on environmentally sensitive areas identified on the Environmentally Sensitive Areas Map; and,</i>	Subject to Section 3.8.3 of the proposed development agreement, a majority of the existing mature tree stands, located along the northern portion of the site, will be conserved.
<i>xiii) suitability of the proposed development's siting plan with regard to the physical characteristics of the site.</i>	See Above (Policy C-8).
8. In addition to the foregoing, all zoning amendments and development agreements shall be prepared in sufficient details to:	
<i>i) provide Council with a clear indication of the nature of the proposed development; and</i>	A clear indication of the nature of the proposed development has been provided through this staff report. In brief, the proposal is to introduce CCDD zone uses that compliment and support the existing motel land use.
<i>ii) permit staff to assess and determine the impact such development would have on the proposed site and the surrounding community.</i>	The proposed development will have minimum impact on the subject site and surrounding properties.
9. To assist in the evaluation of applications to enter into development agreements, Council shall encourage proponents to provide the following information:	

Policy Criteria	Comment
<p><i>a) a plan to a scale of 1":100' or 1":40' showing such items as:</i></p> <p><i>i) an overall concept plan showing the location of all proposed land uses;</i></p> <p><i>ii) each residential area indicating the number of dwelling units of each type and an indication of the number of bedrooms;</i></p> <p><i>iii) description, area, and location of all proposed commercial, cultural, mixed-use projects proposed;</i></p> <p><i>iv) location, area, shape, landscaping and surface treatment of all public and private open spaces and/or park areas;</i></p> <p><i>v) plan(s) showing all proposed streets, walkways, sidewalks, bus bays and bike routes;</i></p> <p><i>vi) a description of any protected viewplanes; and,</i></p> <p><i>vii) an indication of how the phasing and scheduling is to proceed.</i></p>	<p>Sufficient information and plans were submitted to properly evaluate the proposed development.</p>
<p><i>b) For individual phases of a development more detailed concept plans are to be provided indicating such items as maximum building heights, location and configuration of parking lots, landscaping plans, and any additional information required to be able to assess the proposal in terms of the provisions of the Municipal Planning Strategy.</i></p>	<p>Individual phases are not proposed as part of this development application.</p>
<p><i>c) Plans to the scale of 1":100' showing schematics of the proposed sanitary and storm sewer systems and, water distribution system.</i></p>	<p>The required plans have been reviewed by staff and Halifax Water.</p>
<p><i>10. Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</i></p>	<p>N/A</p>

**Attachment C
Minutes of the Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 19206**

**7:00 p.m.
Thursday, May 1, 2014
BMO Centre
61 Gary Martin Drive, Bedford**

**STAFF IN
ATTENDANCE:** Tyson Simms, Planner, Planning Applications
Alden Thurston, Planning Technician
Jennifer Purdy Planning Controller

**ALSO IN
ATTENDANCE:** Councillor Tim Outhit
Patrick Leroy, United Gulf (Applicant)

**PUBLIC IN
ATTENDANCE:** 13

The meeting commenced at approximately 7:00p.m.

Opening remarks/Introductions/Purpose of meeting

Mr. Tyson Simms, Planner, Development Approvals, called the meeting to order at approximately 7:00 p.m. in the BMO Centre, 61 Gary Martin Drive, Bedford.

He introduced himself as the planner guiding this application through the process and introduced Councilor Tim Outhit, District 16; Alden Thurston, Planning Technician, HRM Development Approvals and Jennifer Purdy, Planning Controller, HRM Development Approvals.

He advised that HRM has received an application by United Gulf Developments Ltd. to consider CGB (General Business District) zone commercial uses and the existing motel use at 771 & 773 Bedford Highway, Bedford.

Mr. Simms reviewed the application process, noting that the public information meeting (PIM) is an initial step, whereby HRM identifies that an application has been received and what policies allows it to be considered. Staff also identified what the applicant is proposing and gave them the opportunity to present their proposal to the community. As part of the meeting, staff will seek feedback from residents before the staff report is prepared. Staff also indicated that no decisions are made at the PIM meeting. Following the PIM, the application will be forwarded to the North West Planning Advisory Committee. This committee will provide planning advice to staff and Community Council regarding the application. Following this step, a staff report will be prepared and submitted to the North West Community Council (NWCC). Once received, the NWCC will typically schedule a public hearing at a later date, prior to making a decision on the proposed application. Following NWCC's decision, there will be a 14 day appeal period, whereby residents or the applicant can appeal the decision of Council to the Nova Scotia Utility and Review Board.

Presentation on Application

Viewing a slide of the subject property, Mr. Simms explained that the subject properties are located at 771 & 773 Bedford Highway, Bedford, and are approximately 6 acres in total size. The properties are currently home to the existing Travelers and Esquire Motels. The plan area is Bedford; the designation and the zoning for the subject properties, as prescribed in the Land Use By-Law (LUB) and Municipal Planning Strategy (MPS), is Commercial Comprehensive Development District (CCDD). Mr. Simms explained that under the CCDD zone requirements it states that *"No development permit shall be issued for a development in a CCDD Zone unless the proposed development is in conformance with a development agreement which has been approved by a resolution of Council"*. Mr. Simms reviewed the enabling policies under the Bedford MPS (Policy C-13). Some of the highlights included the following:

- *It shall be the intention of Town Council to enter into a development agreement with the owners of the Travelers' Motel, Esquire Motel to permit a CCDD development when municipal services become available;*
- *Protecting views from the highway and from the existing homes above the site;*
- *Minimum prescribed setback distances;*
- *Maximum building height permitted 75 feet (Mr. Simms noted that there is no proposed increase to height as part of the application);*
- *Effect on adjacent residential and commercial development, and;*
- *The impact of the commercial use on traffic circulation and sighting distances.*

Mr. Simms explained that Community Council can consider new commercial land uses (CCDD Zone, including CGB zone uses) through a development agreement process, subject to Policy C-13 of the Bedford MPS. The Applicant is proposing the reuse of the existing buildings on the subject site. Further the applicant is proposing no change to the building footprints and total height of the existing buildings.

Reviewing the concept plans, Mr. Simms listed the land uses that can be considered in the CCDD (Commercial Comprehensive Development District) Zone and explained that Central Business District Uses (CGB Zone Uses) is included within the list. He also added that under the CGB Zone (General Business District), office uses, full service restaurants and general retails uses are listed as permitted land uses.

Mr. Patrick Leroy, United Gulf thanked everyone for attending the meeting and explained that they are looking to reuse the current buildings and are not planning on constructing any new buildings. They will only be refurbishing the current buildings as they stand. He explained that the site is approximately 6 acres with 7 units (motel rooms) in total between the Esquire & Travelers Motels. Referring to the slides, Mr. Leroy explained that the Esquire has 8800 sq. ft. with a total of 28 rooms; the Travelers motel consists of 10 cabins and 34 rooms. They will be re-using 15 of the existing units. Further, he explained that not all of the buildings will be converted and that some of the units would be combined while others will be made into small kiosks.

Reviewing a slide of the Esquire, he explained that they plan on extending the sidewalk and will be reducing the pitch of the roof so that they can add signage; this will be architecturally pleasing and the intended use will be complimentary to the existing buildings. He explained that these intended uses are a restaurant, health & wellness spa; variety store; gift shop; fruit and/or vegetable store; coffee house; fashion jewelry store; health food store; general merchandise and an electronics retail store.

Mr. Leroy added that this is being looked at as an interim project to ensure the site remains profitable. Mr. Simms added that if future development is proposed, it will be submitted and reviewed as a separate development application and will have to go through a separate planning process.

Questions and Answers

Mr. Fred Muise, Bedford Highway explained that he lives across the street from the proposed and expressed concern with traffic and asked if there is any plan with extending the area by removing the grass in the front parking lot.

Mr. Simms explained that a Traffic Impact Statement has been submitted by a professional Engineer which will be reviewed by HRM Staff. The statement states that the proposed uses will not increase traffic to this site. This statement is still subject for review by HRM Engineering Staff.

Mr. Leroy added that the traffic impact statement did indicated that during the morning peak hours that there would be a reduction of vehicles going in and out of the site, however an increase in the afternoon hours.

Ms. Donna Bowdrige, Bedford expressed concern with traffic and explained that any revision to the property is going to result in an impact. She confirmed that the roof line was not increasing. Mr. Leroy explained that they are only changing the pitch of the roof.

Mr. Simms explained that under the Bedford Land Use By-Law, proposed commercial development in Bedford requires a minimum percentage of roof slope/pitch. This will be further examined through the review process.

Ms. Bowdrige asked what will be proposed for this site after 5 years.

Mr. Leroy explained that they do not have any concrete plans at this time and it is too difficult at this time to determine what the market will be like at that time.

Mr. Simms explained that development agreements have clauses in them that require the commencement of construction by a certain date. Most agreements have a commencement of construction date which requires the developer to begin construction by a specified time, if not; they typically have to return to Council to seek a time extension.

Ms. Patricia LaChalmers, Bedford explained that she is a long term resident in the area as asked to see the slide showing the Ariel view and asked what the current by-laws require for green space and landscaped areas for this property.

Mr. Simms explained that the agreement allows for the uses that at currently on the site however, any further development (new commercial uses) on this site requires consideration under a development agreement process. Within this development agreement process, staff will review the land use by-law requirements for surrounding commercial zones and look at what the provisions are for landscaping and try to duplicate and enforce these requirements as part of the proposed development agreement. He added that there are existing Land Use By-law architectural requirements pertaining to rooftop design, signage, and landscaping.

Councillor Outhit added that it is not unusual for a development agreement to require landscaping.

Mr. Simms agreed and explained that within the development agreement, staff may also request retention of existing vegetation on the subject property.

Ms. LaChalmers explained that there is a commercial corridor in the area that is all asphalt which gets flooded and is very unattractive. These two motel properties are currently pleasant and would ask that these landscaped areas remain and for all future developments in this area, that staff and the developers try to retain the mature trees on the property.

Some discussion was had regarding the right-of-way area and it was explained that there is no intent at this point to put in another drive-way connecting to this area.

Mr. Simms reiterated that retention of existing vegetation can be looked at as part of the application.

Ms. LaChalmers requested/asked if the “foot-path” was part of the right away and asked that this remain. Mr. Simms explained that he would look into this path to see if there is an established public pathway.

Councillor Outhit added that certain types of development require a specific number of parking spaces.

Mr. Simms confirmed that the proposed ‘use(s)’ will dictate the number of parking spaces that are required.

Mr. Manuel Escobar, Bedford expressed concern with the current parking area not being able to accommodate the proposed uses. Not having enough parking will force people to park on the highway or on the adjacent side roads.

Mr. Simms explained that staff will not be encouraging visitors to park on the highway or on any adjacent property.

Mr. Escobar also addressed concern with traffic increasing and that the numbers used for the traffic study were numbers produced from 4-years ago. He also addressed concern with the increase of garbage and would like this to be managed so that the air remains clean. He asked if the business owner will be responsible for waste removal or will it be the property owner.

Mr. Leroy explained that typically the lease holder is responsible. He added that there is an area within the building that has been used for garbage and refuse.

Mr. Simms explained that this will be addressed within the development agreement. Certain uses are require more detailed requirements pertaining to how garbage is managed on the site. HRM Solid Waste, as well as other departments will review this proposal and will make note of any concerns, comments and recommendations. He added that the property owner is responsible for the maintenance of the site. He added that this requirement is enforceable.

Mr. Mohammad, Bedford explained that the surrounding uses to this property are commercial, besides the two residential homes, one which is his. The existing motels provide a bit of privacy for these residential lots however; this new proposal will create more noise and will create an increase in traffic, which concerns him. He also addressed concern with the value of his property decreasing.

Mr. Simms explained that he was unsure if these two properties as well as being zoned residential are also designated in the Bedford MPS as residential. If the property is designated commercial, there may be consideration for other uses on these properties. If the intent is for these properties to remain residential, the development agreement allows staff to consider surrounding properties and acknowledge that the surrounding uses are residential. He explained that he understands the concern expressed and will bring them forward when reviewing the application.

At this time, some discussion was held about other residential properties being rezoned.

Ms. Bowdrige added that whatever happens on the Bedford Highway impacts every homeowner and addressed concern regarding a nearby cleared out area.

Councillor Outhit explained that the application for developing townhouses on this site (not property subject to this application) will be constructed shortly.

Some discussion was held on why the process of the development of the townhouses was taking longer than expected.

Mr. Simms explained that he could provide the contact information for the Planner who deals specifically with that application.

Ms. Kathy MacLean, Bedford asked if there would be any additional infill along the Bedford strip that United Gulf owns. Mr. Leroy explained areas in which they own and explained that there will be no more infill. Councillor

Outhit added that there is an active planning vision exercise taking place pertaining to the Bedford waterfront, however it will not be brought forward to HRM at this time based on concerns related to traffic and existing infrastructure.

An unidentified resident asked if the development agreement could or would be amended in the future?

Mr. Simms explained that if there is a separate development proposal which is different from the currently proposal, it would require a separate planning application and process.

Closing Comments

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

Adjournment

The meeting adjourned at approximately 8:02p.m.