

North West Community Council  
January 9, 2007

TO: North West Community Council

SUBMITTED BY: Gail Harnish / for  
Barb Grant, Vice Chair  
North West Planning Advisory Committee

RE: Case 00948: Amendment to Mill Cove Plaza Development Agreement -  
Bedford

DATE: January 4, 2007

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**ORIGIN**

North West Planning Advisory Committee meeting - January 3, 2007

**RECOMMENDATION**

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

1. Give Notice of Motion to consider the amendments to the Mill Cove development agreement as set out in Attachment A of the staff report dated December 14, 2006, and schedule a public hearing.

**ATTACHMENTS**

Staff report dated December 14, 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

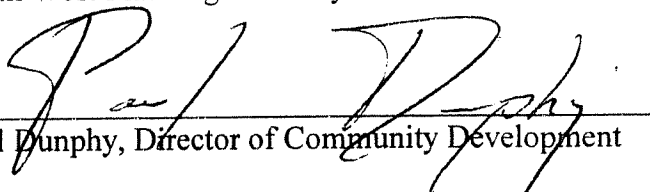
Report reviewed by: Barb Grant, Vice Chair, North West PAC



PO Box 1749  
Halifax, Nova Scotia  
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**North West Planning Advisory Committee**  
**January 3, 2007**

**TO:** North West Planning Advisory Committee

**SUBMITTED BY:**   
Paul Dunphy, Director of Community Development

**DATE:** December 14, 2006

**SUBJECT:** **Case 00948: Amendment to Mill Cove Plaza Development Agreement - Bedford**

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**ORIGIN**

- Request by Sobey Leased Properties Limited to amend the Mill Cove Plaza Development Agreement

**RECOMMENDATIONS**

It is recommended **North West Community Council**:

1. Give Notice of Motion to consider the amendments to the Mill Cove development agreement as set out in Attachment A and schedule a public hearing;
2. Approve the development agreement for Fast Fuel and Convenience Store as set out in Attachment A of this report; and
3. Require the agreement be signed and delivered within 120 days, or any extension thereof granted by North West Community Council on request of the applicant, from the date of final approval of said agreement by North West Community Council and any other bodies as necessary, whichever is later, including any appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

## **BACKGROUND**

### ***Overview- Site Description, Designation and Zoning:***

The Mill Cove Plaza, the subject property, is located at the intersection of the Hammonds Plains Road and the Bedford Highway at 961 Bedford Highway. The property is:

- in close proximity to the Bedford Waterfront, the Mill Cove Treatment Plant and the Bedford Fire Station;
- contains several large commercial buildings including restaurants (Dr. Sharp's Route 2 Roadhouse Restaurant and Bar and Martha's Pizza), commercial recreation uses (i.e. Empire 6 Cinema and Brewsters Billiards), retail and service uses (i.e. Blockbuster Video, Wacky Wheatley's, and the 24-hour Sobeys ) and related parking areas;
- designated and zoned Commercial Comprehensive Development District (CCDD);
- identified as a Suburban Local Centre in the Regional Plan.

### ***Existing Development Agreement:***

In 1983, the Town of Bedford approved a development agreement enabling the development of the Mill Cove Plaza and surrounding properties in three phases. Each phase required a separate detailed agreement and Council's approval at the time of detailed site planning. All three phases of the development has been completed except for the following components:

- |         |   |
|---------|---|
| Phase 2 | <ul style="list-style-type: none"><li>• a 20,000 square foot (1,858 m<sup>2</sup>) commercial building within the Mill Cove Plaza parking lot,</li><li>• a future commercial site between the Empire 6 Cinema and the Fire Station, and</li></ul> |
| Phase 3 | <ul style="list-style-type: none"><li>• 150 multiple residential units off of Convoy Run (waterfront development).</li></ul>  |

### ***Proposal:***

The application is to amend the existing Mill Cove Plaza development agreement (portion of Phase 2) to replace the required office space with a retail gas bar (fast fuel)/Needs convenience and associated pricing pylon sign. The proposed retail gas bar/Needs convenience is 3,000 sq ft with associated gas pumps with a canopy (refer to Map 3).

### ***Enabling Policy and Commercial Intent:***

Policy C-7 and C-8 of the Bedford Municipal Planning Strategy allows Council to consider an amendment to an existing CCDD development agreement subject to a review of relevant issues. The relevant Municipal Planning Strategy (MPS) policies and Land Use Bylaw (LUB) provisions are attached as Attachment C. The main policy intent is to enable commercial development in a comprehensive manner to ensure the best utilization of a site as well as compatibility of adjacent land uses.

## **DISCUSSION**

A draft amending agreement is provided as Attachment "A" of this report.

### ***Issues***

Staff have identified the following areas for a more detailed discussion as required by the Bedford Municipal Planning Strategy:

**Physical Suitability and Compatibility:** The subject site is an area of surplus parking for the Mill Cove Plaza; one of the major commercial nodes for Bedford. This parking area is utilized seasonally for a Garden Market and Christmas Tree Sales. The site is flat, paved and surrounded by commercial development. The existing agreement permits the development of a 2-storey commercial building in this location. Given the characteristics of the site, the past uses and permitted use in accordance with the existing agreement, it is staff's position the use of the site for a Fast Fuel/Convenience Store is compatible with the site's physical condition. Furthermore, the site is an ideal location for such a use given the minimal site disturbance that is required, the surrounding commercial development, and the ability to maximize existing traffic flows and site access points.

**Environment:** The proposed development is in close proximity to the Mill Cove Pond. Therefore, environmental conditions, specifically during development are a concern. As a means of addressing these concerns, the amending agreement includes requirements for the following:

- erosion and sedimentation control plan;
- grading and drainage plans;
- protective catchment devices;
- oil water separator.

**Lighting:** The attached amending agreement contains provisions for lighting to ensure the development does not adversely effect any area residents overlooking the Mill Cove Plaza area. The amending agreement requires a detailed Lighting Plan as a component of the Permitting Process.

### **Proposed Uses:**

#### ***Needs Convenience Store:***

Policy C-7 which enables the CCDD zone states that Commercial General Business (CGB) Zone uses will be permitted. A Needs Convenience store is a permitted use within the CGB zone and therefore can be considered as through an amending agreement (refer to Attachment A).

#### ***Fast Fuel:***

A Fast Fuel use technically falls under the definition of "Automotive Service Station or Service Station" which means "*a building or part of a building or a clearly defined space on a lot used for the retail sale of lubricating oils and gasolines and may include the sale of automobile accessories and the servicing and minor repairing essential to the actual operation of motor vehicles other than auto body repairs or an automobile sales establishment*".

The uses permitted within the Mill Cove Plaza area are those in the CCDD Zone (refer to Attachment B). A Fast Fuel use (retail sale of gasoline) is not a permitted use within the CCDD zone, however, Council is authorized to consider such uses through the development agreement. Staff advises that a Fast Fuel use is different than an "Automotive Service Station or Service Station" as no repairs are done and the use is complimentary (or a secondary use) to the Sobey Food Store. Further, it is the opinion of staff the proposed use provides beneficial services to the Bedford Community and is in keeping with other permitted CGB zone uses.

Traffic: A Traffic Impact Study was prepared by a SNC Lavalin Inc. (a professional engineering firm) dated August 30, 2006 with revisions dated November 23, 2006. The study was reviewed by HRM Traffic Services who concur with the studies findings. The study concludes the proposed development will have little or no noticeable impact on traffic operations on the Bedford Highway or at the intersection with Mill Cove Plaza. The study concludes the traffic volumes at the main intersection of the Bedford Highway, Hammonds Plains Road and Mill Cove Plaza will increase by 1.6%, which is considered by Traffic Services to be insignificant.

***Public Information Meeting:***

A public information meeting was held on November 9, 2006 (refer to Attachment C). Approximately 10 members of the public attended this meeting. Should Community Council decide to proceed with a public hearing on this application, in addition to published newspaper advertisements, property owners in the immediate area will be individually notified as shown on Map 4. The same notification area will be utilized for any future Public Hearing unless Council recommends changes to the notification area at First Reading.

***Bedford Waters Advisory Committee***

The proposal was presented to the Bedford Water Advisory Board on November 8, 2006 (refer to Attachment D). The Board reviewed the specific of the proposed development as it related to the protection of the watershed and the natural environment and offered the following:

**MOVED by Mr. Dean, seconded by Mr. Murphy that from a protection of waters perspective the Bedford Watershed Advisory Committee recommends approval of the application by Sobey Leased Properties to amend the development agreement for Mill Cove Plaza, 961 Bedford Highway to permit a retail gas bar (Case 00948) as presented subject to the inclusion in the development agreement the maintenance and operation of the installed storm ceptors. MOTION PUT AND PASSED UNANIMOUSLY.**

**Conclusion**

It is the opinion of staff that the proposed development meets the policy intent and that all issues are reasonably dealt with through the proposed amending agreement. Staff are satisfied that the proposed commercial uses (Fast Fuel and Needs Convenience) are compatible with the adjacent land uses. Concluding, staff recommends the proposed amending agreement, attached as Attachment A, be approved by North West Community Council.

## **BUDGET IMPLICATIONS**

There are no budget implications at this time.

## **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.

## **REGIONAL PLAN IMPLICATIONS**

The Regional Plan designates this area as a "Suburban Local Centre". A Suburban Local Centre supports a mix of medium density residential, grocery, and convenience commercial uses surrounded by the established neighbourhoods of low to medium density housing forms. A "Community Visioning" exercise has commenced for the Bedford Waterfront Area to define specific boundaries of the centre, set population targets and establish design policies. Enabled planning applications such as rezonings and development agreements are not delayed or postponed as a result of this Community Visioning exercise. However any proposal must comply with the general intent of the Regional Plan. It is the opinion of staff the proposal complies with the general intent of the Bedford MPS and Regional Plan.

## **ALTERNATIVES**

1. Council may choose to approve the proposed amending agreement. This is the recommended course of action.
2. Council may choose to refuse the proposed amending agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff is satisfied that the proposed development agreement is consistent with the policies and intent of the MPS.
3. Council may choose to alter the terms of the proposed amending agreement. 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: Site Plan  
Map 4: Notification Area

Attachment "A": Amending Agreement

Attachment "B" : Relevant MPS Policies and LUB Provisions

Attachment "C": Minutes from Public Meeting on November 9, 2006

Attachment "D": Bedford Waters Advisory Committee (Excerpt) Minutes of November 8, 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: Thea Langille-Hanna, Supervisor of Planning Applications, Community Development, 869-4262  
Report Reviewed by: Roger Wells, Acting Manager of Planning Services, 490-4373



# Map 1 Generalized Future Land Use



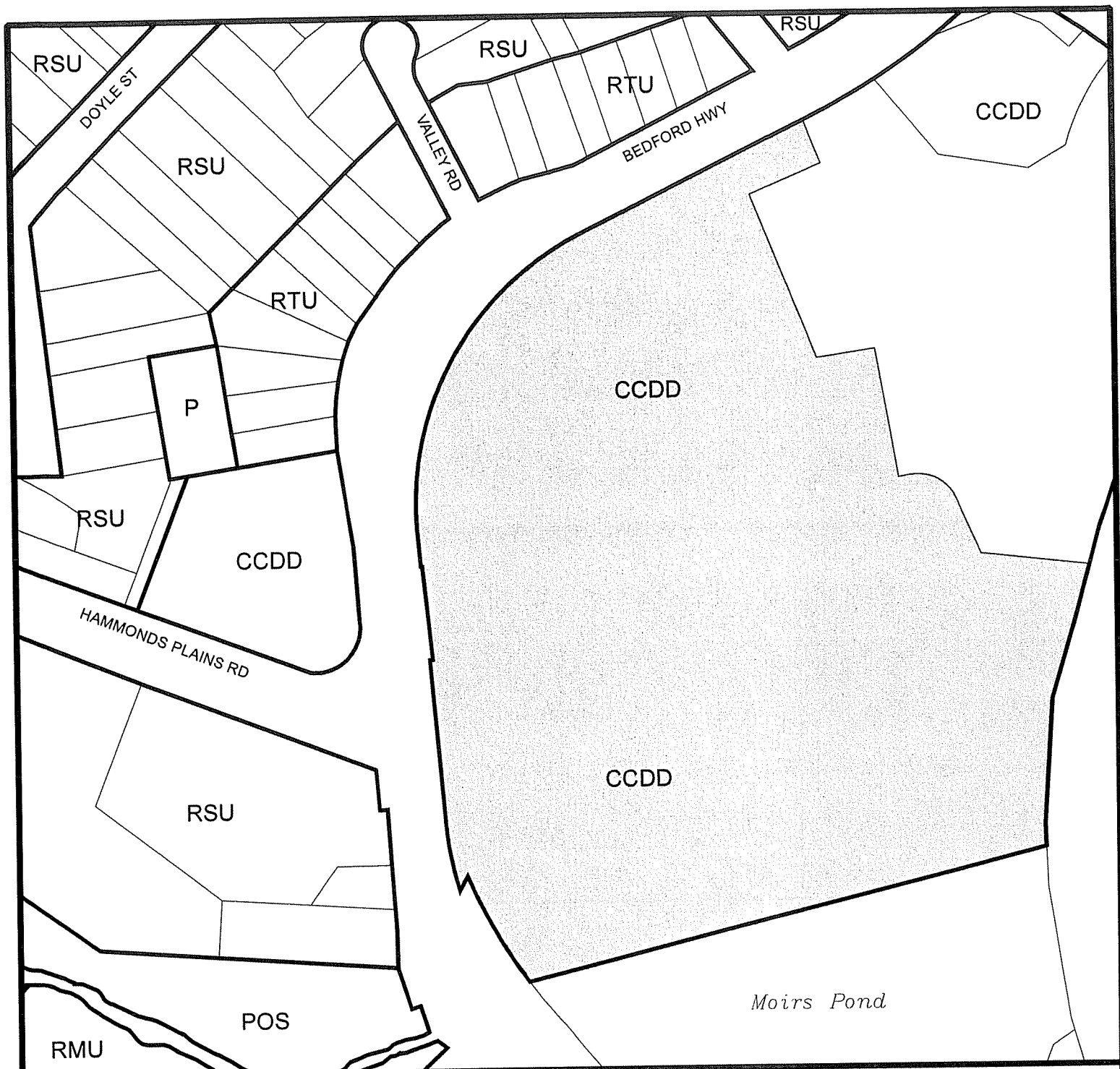
Subject Property

**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services

- R Residential Designation
- P Park and Recreation Designation
- CCDD Commercial Comprehensive Development District







## Map 2 Zoning



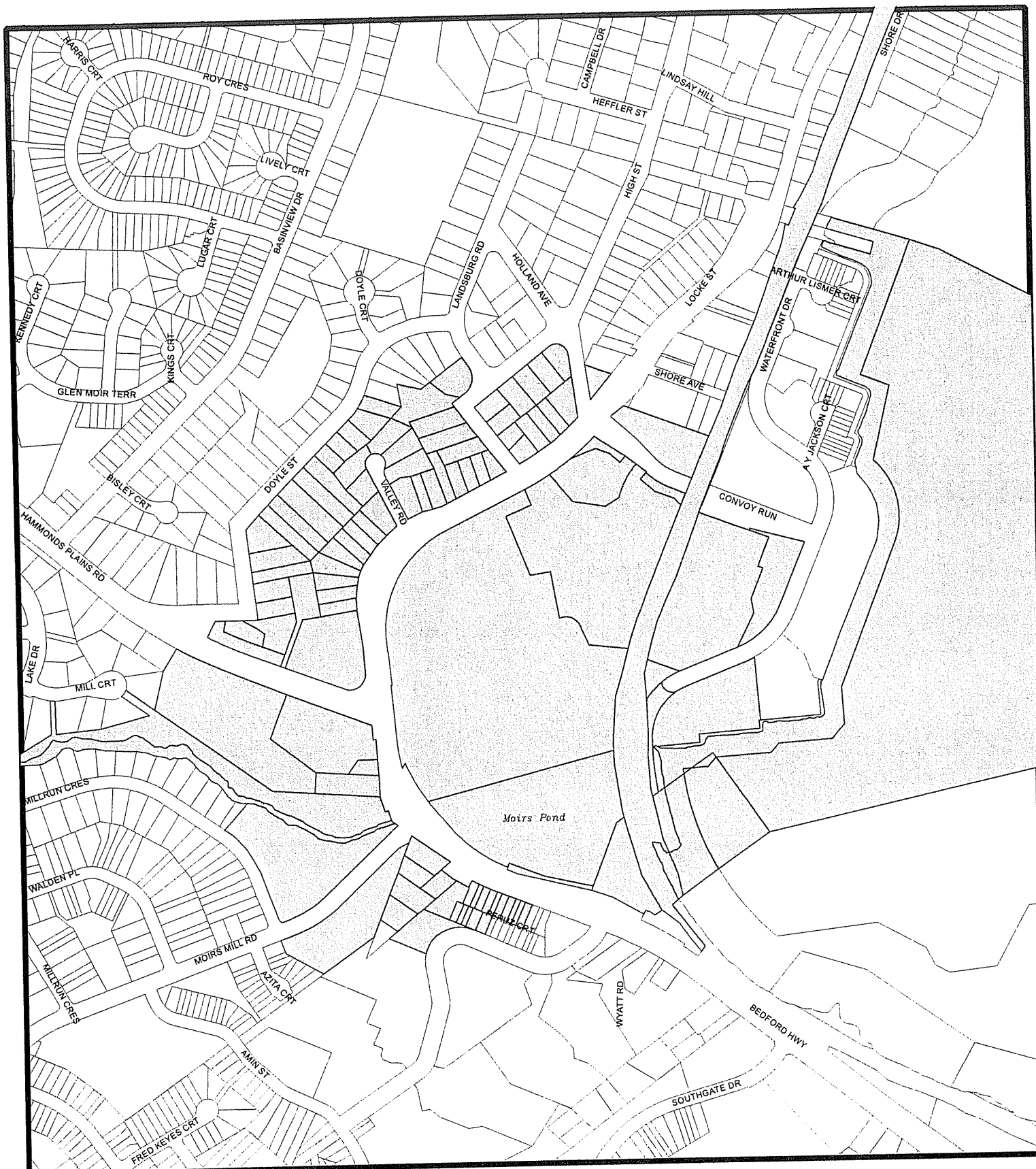
Subject Property

RSU Single Dwelling Unit Zone  
RTU Two Dwelling Unit Zone  
RMU Multiple Dwelling Zone

P Park Zone  
POS Park Open Space Zone  
CCDD Commercial Comprehensive Development District

**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services





Map 3



Notification Area

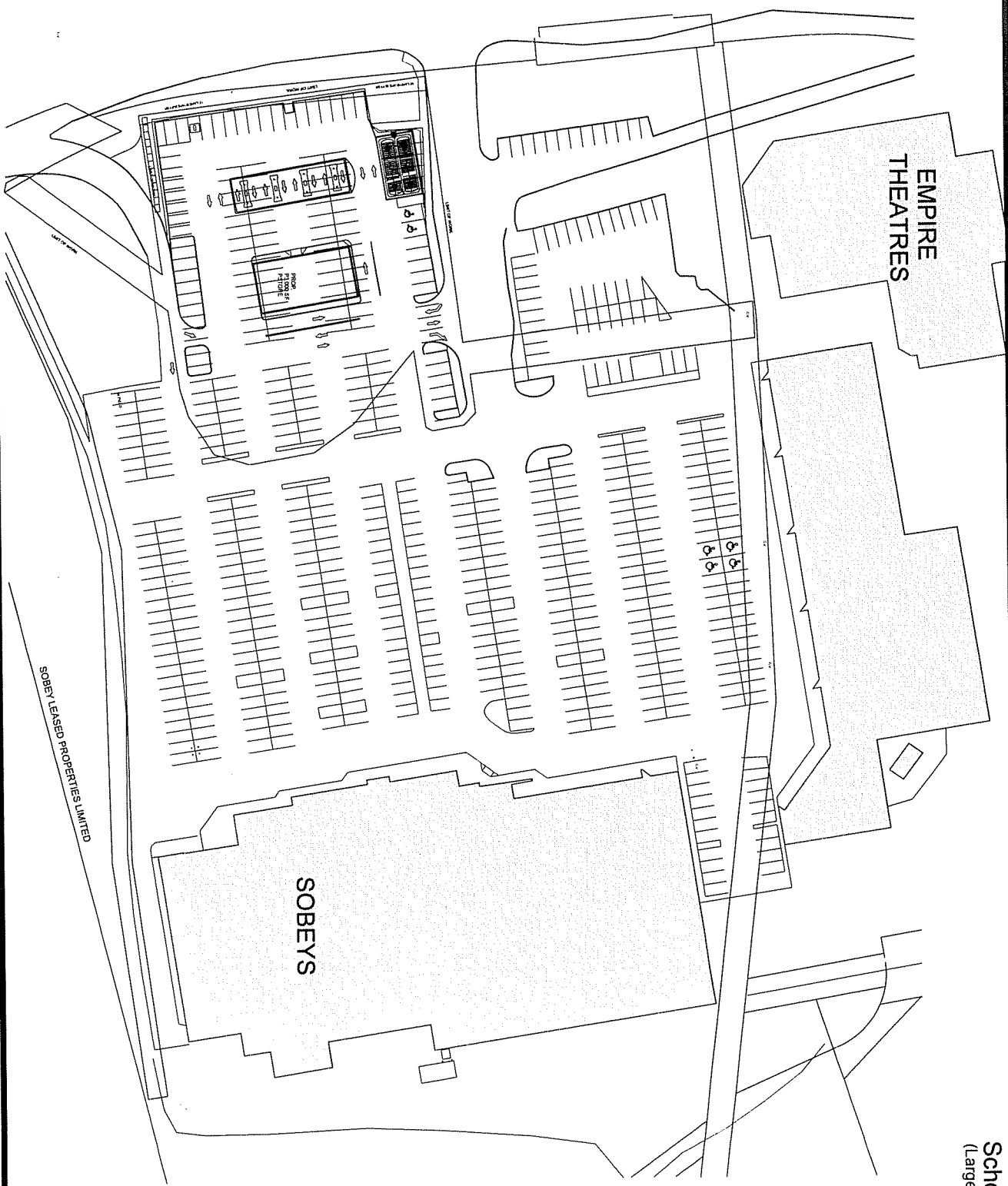


**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services

Dec. 13, 2006

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

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Map 4  
Site Plan

Dec. 14, 2006

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

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**ATTACHMENT A**

THIS AMENDING AGREEMENT made this      day of      , 2007

BETWEEN:

**SOBEY LEASED PROPERTIES LIMITED**  
a body corporate, in the Halifax Regional Municipality,  
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 961 Bedford Highway, Bedford and identified as 40592297 and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Town of Bedford entered into an agreement with Food City Limited on 23rd day of March, 1983 to allow the construction of a three-phase commercial development known as Mill Cove Plaza and surrounding area on the Lands, which said development agreement was registered at the Registry of Deeds in Halifax in Book 18314 at Page 970 (hereinafter called the "Existing Agreement");

AND WHEREAS Town of Bedford entered into an agreement with Food City Limited on the 20th day of June, 1988 as Municipal Case Number 88-04 to permit the development of Phase II of the Existing Agreement (Warehouse Retail Space, Theater Complex and Commercial Office Building), said agreement being recorded at the Registry of Deeds at Halifax as Document Number 18315 in Book 381 at Page 977 (hereinafter called the "Phase II Agreement");

AND WHEREAS the Developer has requested an amendment to the provisions of the Phase II Agreement to enable the development of a Fast Fuel (retail gas bar) and Needs Convenience Store on the Lands pursuant to the provisions of the Municipal Government Act

and pursuant to Policy C-7, C-8 and Z-3 of the Bedford Municipal Planning Strategy and Part 4 Section 3(d) of the Bedford Land Use By-law (hereinafter called the "Amending Agreement");;

AND WHEREAS the North West Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 00948;

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 Amending Agreement.

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the 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**

Further to Section 1.2, nothing in this Amending 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 Amending Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands. The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer.

### **1.4 Conflict**

Where the provisions of this Amending 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 Amending Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail. Where the written text of this amending agreement conflicts with information provided in the Schedules attached to this amending agreement, the written text of this amending 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 Amending Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands.

### **1.6 Provisions Severable**

The provisions of this Amending 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 Definitions**

All words/terms unless otherwise specifically defined herein shall be as defined in the Bedford Land Use By-law and Regional Subdivision By-law.

## **PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this amending agreement and plans filed with the Halifax Regional Municipality as Case Number 00948:

The schedules are:

Schedule A:	Legal Description of the Lands(s)
Schedule B:	Site Plan
Schedule C:	Drainage - Pre & Post Development
Schedule D:	Proposed Conditions - Sub Surface
Schedule E:	Proposed Conditions - Surface Conditions
Schedule F:	Proposed Conditions - Erosion & Sediment Control
Schedule G:	Signage Provisions

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

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

- (a) Post securities in accordance with Section 5.4 of this amending agreement.

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

- (a) Lighting Plan in accordance with this amending agreement;
- (b) Landscaping Plan in accordance with this amending agreement;

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

- (a) Written confirmation from the Development Engineer indicating compliance with Section 4.3 this Amending Agreement (i.e. secondary services);
- (b) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Amending Agreement;
- (c) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Amending Agreement.
- (d) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to this Amending Agreement; and

3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Amending 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 and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Amending Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Amending Agreement.

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

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

- (a) A Fast Fuel (retail gas bar) and Convenience Store in accordance with the provisions of this amending agreement.
- (b) The Convenience Store may include a take out restaurant but shall exclude any drive-thru function.

### **3.4 Siting and Architectural Requirements**

#### Siting

- 3.4.1 The Developer agrees that the building constructed on the Lands shall comply with the provisions of this section and as generally illustrated on the Schedules.

#### Architectural

##### *Entrances:*

- 3.4.2 The main entrances to building shall be emphasized by detailing, massing, changes in materials, or other architectural devices as approved by the Development Officer. Entrances shall be proportional to the scale of the building. Service/delivery entrances shall be integrated into the design of the building and shall not be a predominate feature.

##### *Rear and side facades:*

- 3.4.3 The façades facing the Bedford Highway and internal driveway shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building.

##### *Functional Elements:*

- 3.4.4 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.4.5 Buildings shall designed such that the mechanical systems (HVAC, cooking exhaust fans, etc.) are not visible from Bedford Highway.

##### *Roof:*

- 3.4.6 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design and screened from public view along the Bedford Highway and adjacent residential properties.

### **3.5 Parking, Circulation and Access**

- 3.5.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on the Schedules. The Developer agrees that the parking on the Lands shall comply with the following:
- (a) All new parking areas, driveways, circulation aisles and pathways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer. Notwithstanding, pathways shall not be finished with asphalt.
  - (b) Where parking lots are to be delineated by curbing, such curbing shall not be asphalt.



- (c) An adequate snow storage area shall be provide on the Lands and the snow storage are shall be located where run-off can be directed through any storm water treatment system required by this amending agreement.

3.5.2 Development Officer may approve changes to the parking and circulation layout as illustrated on the Schedules provided such changes further the intent of this Section and this Amending Agreement.

### **3.6 Building and Site Lighting**

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

3.6.2 Prior to the issuance of a Construction Permit, the Developer shall prepare a lighting plan and submit it to the Development Officer. The lighting plan shall contain, but shall not be limited to, the following:

- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices.
- (b) Description of the illuminating devices, fixtures, lamps, supports and other devices. This description may include, but is not limited to, manufacturers' catalog cuts and drawings including sections where required.
- (c) The lighting plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this section and ensure the lighting is directed to the driveways, parking areas, building entrances and walkways.
- (d) Should the applicant desire to substitute outdoor light fixtures or lamps and install them on the lands after a permit has been issued, the applicant shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause.

### **3.7 Landscaping**

#### *Landscape Plan*

3.7.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule E. The Landscape Plan shall prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with this provisions of this section.

- 3.7.2 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer are consider minor in nature.

*Landscape Plan Details*

- 3.7.3 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).

- 3.7.4 Landscaping greater than 0.6 metres (2 feet) in height shall not be permitted within the daylight triangle.

- 3.7.5 A 15 foot (4.6m) landscaped buffer shall be provided along the frontage of the site parallel to the Bedford Highway as illustrated on the Schedules. The landscaped buffer shall include grass, or alternatively, natural ground covers such as stone (washed or flat), mulch, perennials, annuals, may be utilized.

*Entrances*

- 3.7.6 All site entrances shall be identified by landscaping, or approved equivalent. A landscaped focal area and decorative signage identifying the entrance as identified in Section 3.11 shall be installed.

*Compliance with Landscaping Plan*

- 3.7.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Amending Agreement.
- 3.7.7 Notwithstanding the above the first occupancy permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the developer not complete the landscaping within twelve months of issuance of the occupancy permit, the Municipality may use the deposit to complete the landscaping as set out in this Section of the amending agreement. The developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the developer upon completion of the work and its certification.

### **3.8 Maintenance**

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

### **3.9 Signs**

3.9.1 Signs shall be limited to the signage identifying the business and as described in Schedule G of this Amending Agreement.

3.9.2 The Development Officer may approve minor modifications to the size and location of signs, provided such modifications, in the opinion of the Development Officer are consider minor in nature.

### **3.10 Construction/Sales Trailer**

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

### **3.11 Outdoor Storage and Display**

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

## **4.0 STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Amending Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Amending Agreement.

### **4.2 Off-Site Disturbance**

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

#### **4.3 Underground Services**

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

#### **4.4 Outstanding Site Work**

Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first occupancy permit) may be permitted. Such bonding shall consist of a security deposit in the amount of 120 per cent 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 renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed.

#### **4.5 Municipal Water Distribution and Sanitary Sewers**

4.5.1 The water distribution system shall be designed and constructed in accordance with the requirements of the Halifax Regional Water Commission.

4.5.2 The sanitary sewer system shall be designed and constructed in accordance with the standards of the Municipal Service Systems Manual.

### **5.0 ENVIRONMENTAL PROTECTION MEASURES**

#### **5.1 Stormwater Management Plans**

5.1.1 Prior to the commencement of any onsite works on the Lands, the Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural stormwater management measures such as, infiltration, retention, and detentions controls to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development unless otherwise acceptable to the Development Engineer. The Stormwater Management Plan shall conform with following:

- (a) the schematics and information presented on the Schedules;
- (b) measure to ensure snow storage is directed to a central collection; and
- (b) the requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual.

5.1.2 All 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.

5.1.3 The Developer agrees, at its own expense, where any stormwater treatment chambers or devices are provided, such devices shall be maintained in accordance with the manufacturer's specifications until or unless such time as the warranty period expires and

such devices are the ownership of the Municipality.

## **5.2 Maintenance of Stormsceptors or Equivalent**

- 5.2.1 The Developer agrees to maintain in accordance with the manufacturers specifications all approved stormsceptors or equivalent.
- 5.2.2 Prior to installing the stormsceptor or equivalent on the site, which is to be privately maintained, the Developer shall submit a schedule of future inspection and cleaning prepared by a professional engineer based on the manufacturer specifications. When approved by the Development Officer, this schedule shall be undertaken for as long as this amending agreement is in force.
- 5.2.3 All removed contaminants shall be disposed of according to all applicable guidelines and regulations of the Nova Scotia Department of Environment and Labour. The Developer shall submit to the Development Officer certification that the work has been done following each inspection/clean-out.
- 5.2.4 If the Developer fails to observe or perform this section of the Amending Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, a penalty of five thousand dollars (\$5,000) shall be paid to the Municipality.

## **5.3 Erosion and Sedimentation Control and Grading Plans**

- 5.3.1 Prior to the commencement of any onsite works on the Lands, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan based on the provisions of the Schedules. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment and Labour. Notwithstanding other Sections of this Amending Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.
- 5.3.2 Prior to the commencement of any onsite works on the Lands,, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer a detailed Master Site/Grading Plan for the Lands based on the provisions of the Schedules. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in the Amending Agreement.

#### **5.4 Securities**

Prior to the issuance of Grade Alteration Permit, the Developer shall post security in the amount of \$2,000 in addition to the securities required for the Grade Alteration Permit to ensure that all environmental protection measures, identified in this section, are properly implemented and maintained. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer at the time of issuance of the final occupancy permit or release of Landscaping security bond whichever is later, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the environmental protection measures to the satisfaction of the Development Officer shall be cashed and deposited to the Municipality.

#### **5.5 Failure to conform to Plans**

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

### **6.0 AMENDMENTS**

#### **6.1 Substantive Amendments**

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

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

6.2.1 The following items are considered by both parties to be not substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act:

- (a) granting of an extension to the date of commencement of construction as identified in Section 8.3 of this amending agreement;
- (b) changes to the exterior architectural appearance of the buildings or the design, layout and positioning of the buildings, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are minor in nature; and
- (c) major changes to the landscaping measures as detailed in this amending agreement.

6.2.2 In considering the approval of a non-substantive amendment under Section 6.2, property owners within 152m (500ft) of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

## **7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 7.1 The Developers agree that any officer appointed by the Municipality to enforce this Amending Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developers. The Developers 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 Developers agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 7.2 If the Developers fail to observe or perform any covenant or condition of this Amending Agreement after the Municipality has given the Developers 15 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 Developers from continuing such default and the Developers hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy; and/or
  - (b) the Municipality may enter onto the Lands and perform any of the covenants contained in this Amending Agreement or take such remedial action as is considered necessary to correct a breach of the amending 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 Amending Agreement whereupon this Amending 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 Amending Agreement; and/or

### **7.3 Environmental Protection**

In matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under this Amending Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of this Amending Agreement.

## **8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **8.1 Registration**

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

### **8.2 Subsequent Owners**

8.2.1 This Amending 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 Amending Agreement until this Amending Agreement is discharged by the Council.

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

### **8.3 Commencement of Development**

8.3.1 In the event that a Construction Permit has not been issued within 5 years from the date of registration of this Amending Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Amending Agreement, whereupon this Amending Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 If the Developer(s) fails to complete the development, or after 10 years from the date of registration of this Amending Agreement at the Registry of Deeds, whichever time period is less, Council may review this Amending 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.

### **8.4 Completion of development**

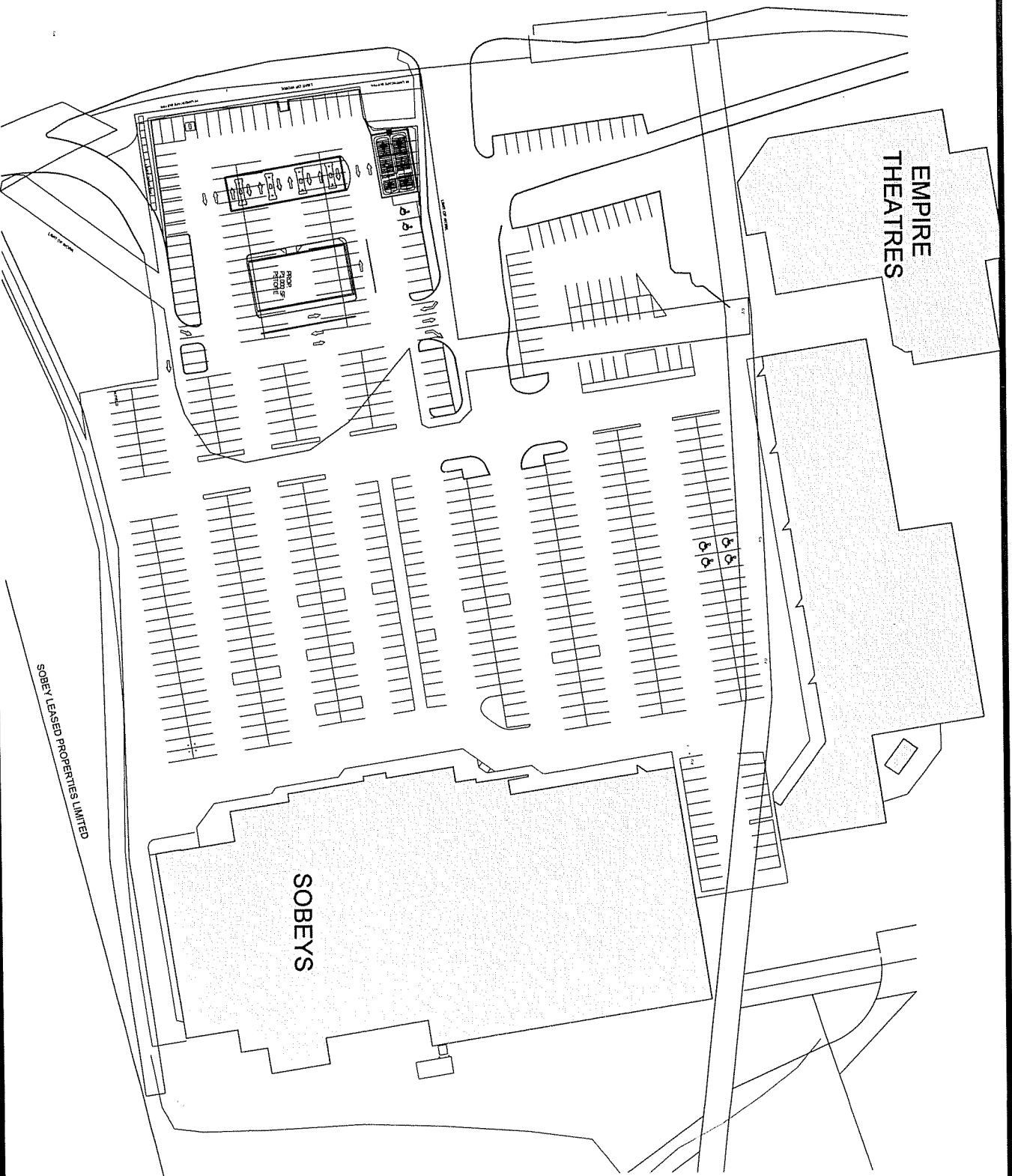
Upon the completion of the development, Council may review this Amending Agreement, in whole or in part, and may:

- (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 Bedford, as may be amended from time to time.



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	)	SOBEY LEASED PROPERTIES 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* Site Plan

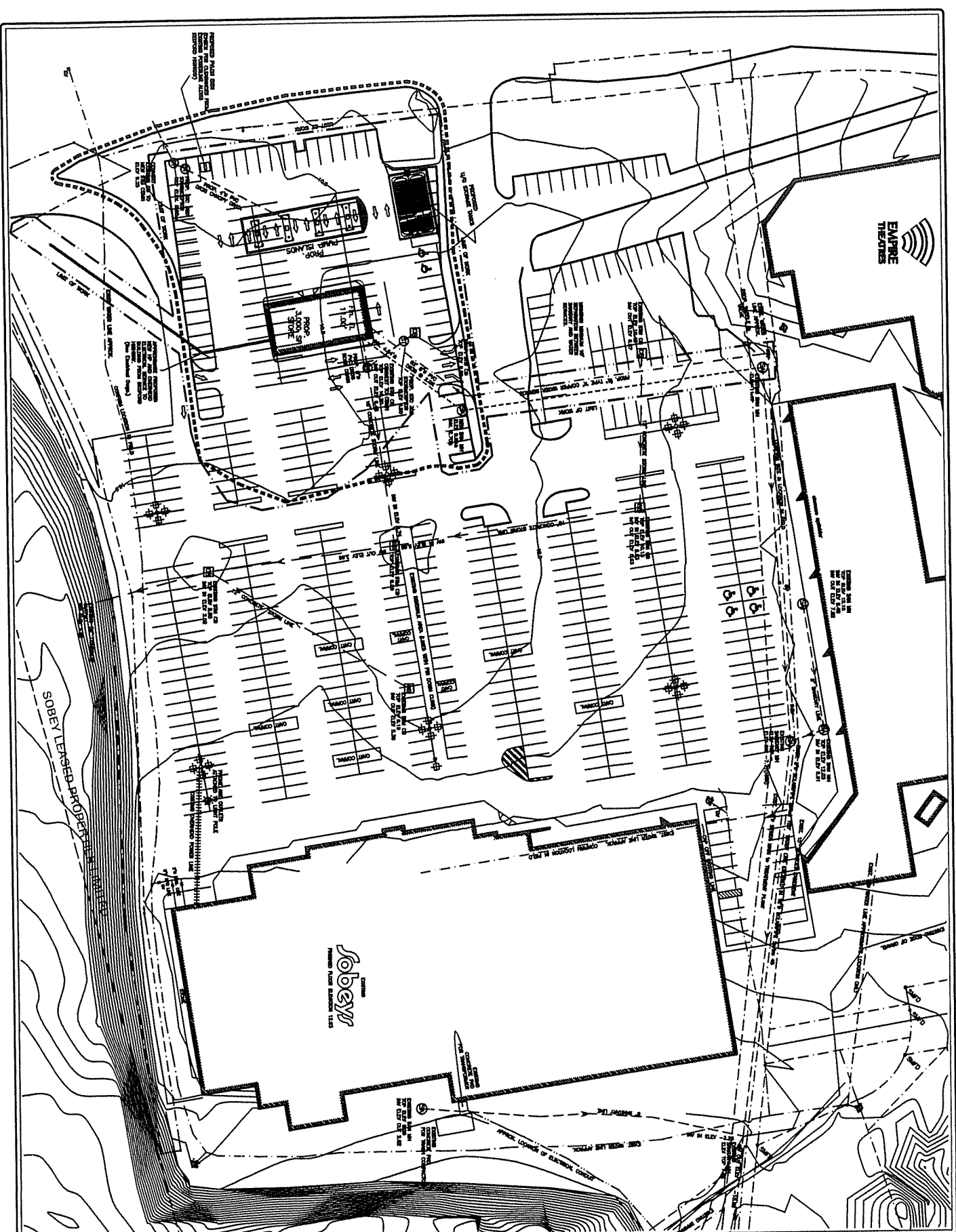


(Larger copy in case file)



# Schedule "D"

(Larger copy in case file)



**FastFuel**  
Need Convenience?

**SP**  
Sobey's Properties Limited

**ENGINEERING & CONSTRUCTION SERVICES**

FAST FUEL & NEEDS CONVENIENCE

PROPOSED CONDITIONS

17 OCTOBER 2006

3 6 061051-03

**LEGEND**

GRIND NORTH

NOTES

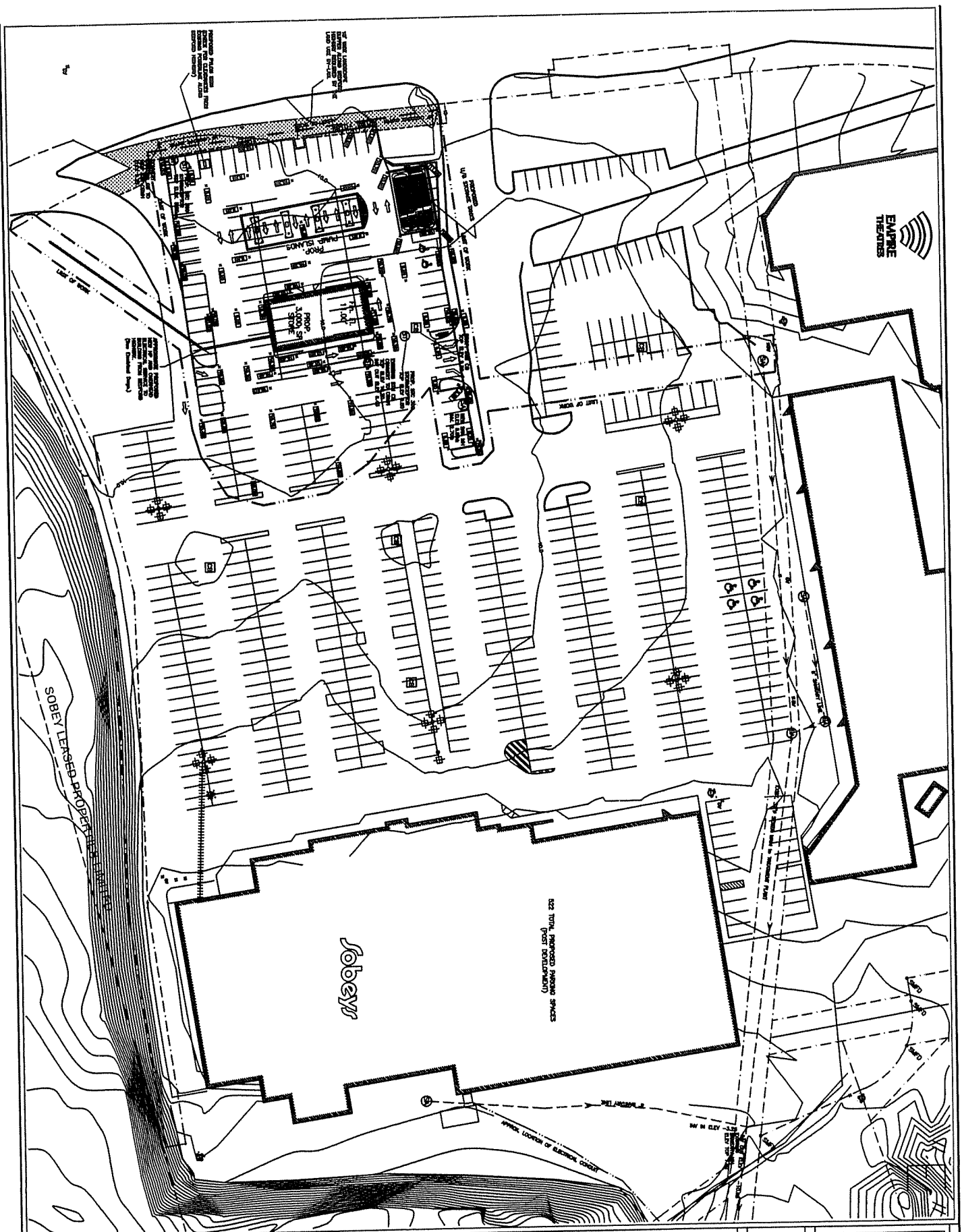
PROPOSED CONDITIONS 17 OCTOBER 2006

1" = 30'

061051-03

# Schedule "E"

(Larger copy in case file)



**NOTES**

GRAND NORTH

LEGEND

1. 1" = 30'

2. 6

061051-02

**PROPOSED CONDITIONS**

17 OCTOBER 2005

**FastFuel**

**SP**

**LEASED**

**PROPERTY**

**LIMITED**

**ENGINEERING & CONSTRUCTION SERVICES**

**FAST FUEL & WEEDS CONVENIENCE**

**PROPOSED CONDITIONS**

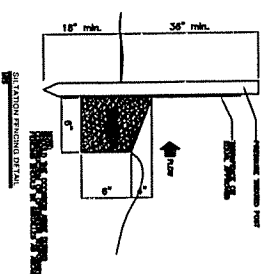
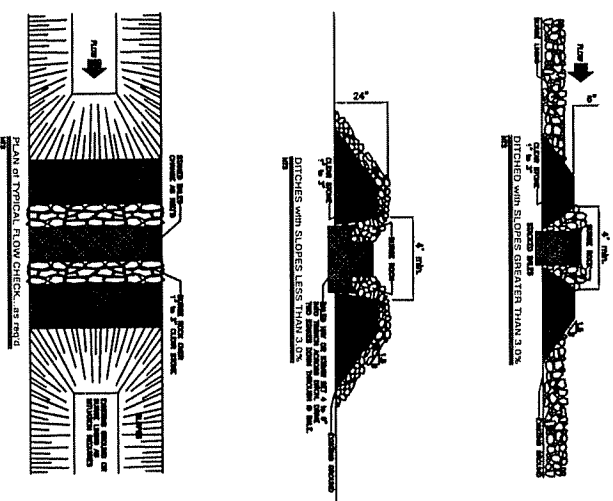
**ADDITIONAL COMMENTS**

**1. 1" = 30'**

**2. 6**

**061051-02**

(Larger copy in case file)

[illegible]

Sobeys FastFuel (Panavista - Cole Harbour, NS)  
Illuminated Canopy Signage

CUSTOMER RESPONSE

☐ APPROVED AS SHOWN

☐ APPROVED WITH NOTED CHANGES

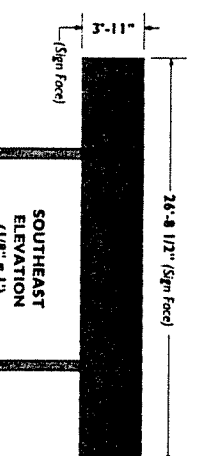
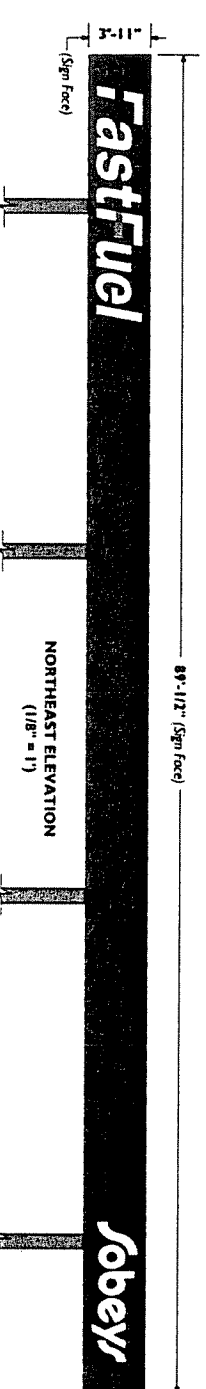
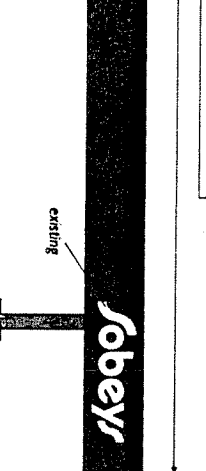
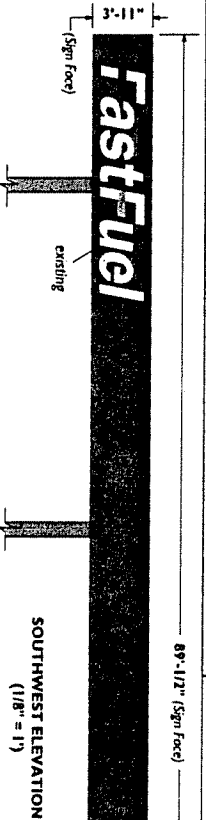
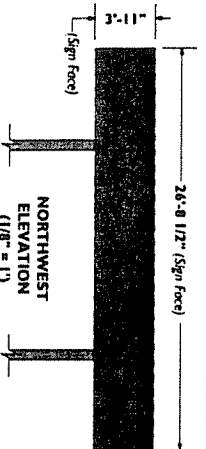
☐ ANOTHER PROOF REQUIRED

SIGNATURE

DATE

Note: These signs are designed and quoted based on 120 Volts unless otherwise stated. Alternate power requirements may change the price and/or design of your order. Your signature acknowledges your agreement with these terms.

FILE FOR PRODUCTION: Same production file as Steelation



Top View (NTS)

NORTHEAST (Faces Kiosk)

Close-up, cut-away,  
Top View of Sign Cabinete (1/2" = 1')

SOUTHEAST ELEVATION (1/8" = 1')

26'-8 1/2" (Sign Face)

25'-2" (OD of Structure)

25'-2 1/2" (Sign Back)

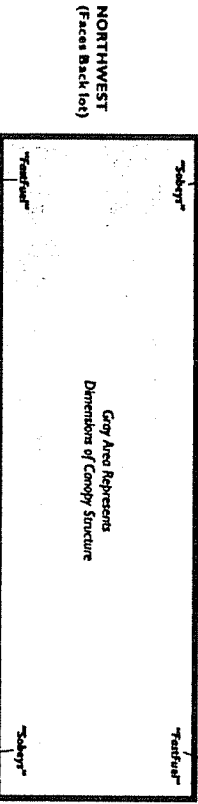
26'-8 1/2" (Sign Face)

SPECIFICATIONS

Manufacture a total of four (4) 3'-11" high illuminated sign bands with Codey 355 Green flex faces c/w etched logos with 2 mil vinyl graphics as shown. Ends of cabinets to be 45° mitered. To be mounted to gal bar canopy structure as shown.

VINYL COLORS:

3M 3630-43 Light Tomato Red  
3M 3630-74 Kimmick Orange



(Faces Intersection of Main St. & Forest Hills Parkway)

Main St. RT. 7

SOUTHWEST (Faces Sobeys)

Gray Area Represents  
Dimensions of Canopy Structure

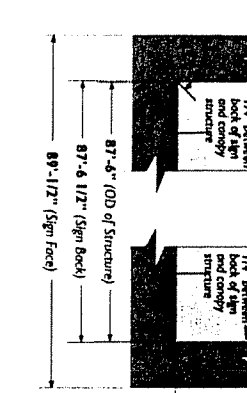
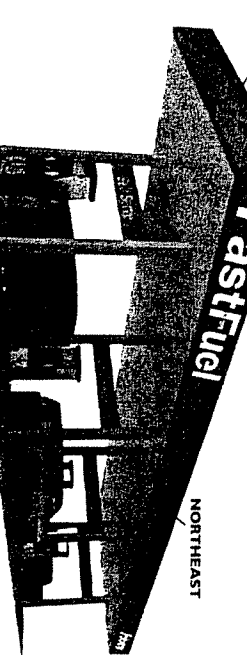
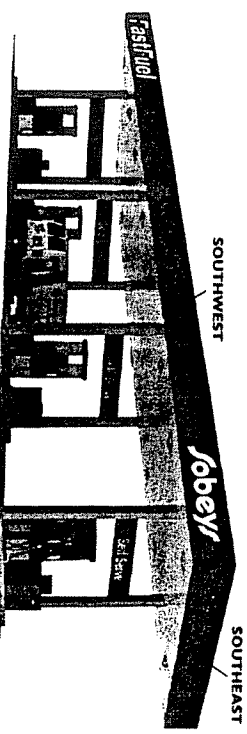
1/4" between back of sign and canopy structure

1/4" between back of sign and canopy structure

25'-2" (OD of Structure)

25'-2 1/2" (Sign Back)

26'-8 1/2" (Sign Face)



25'-2" (OD of Structure)

25'-2 1/2" (Sign Back)

26'-8 1/2" (Sign Face)

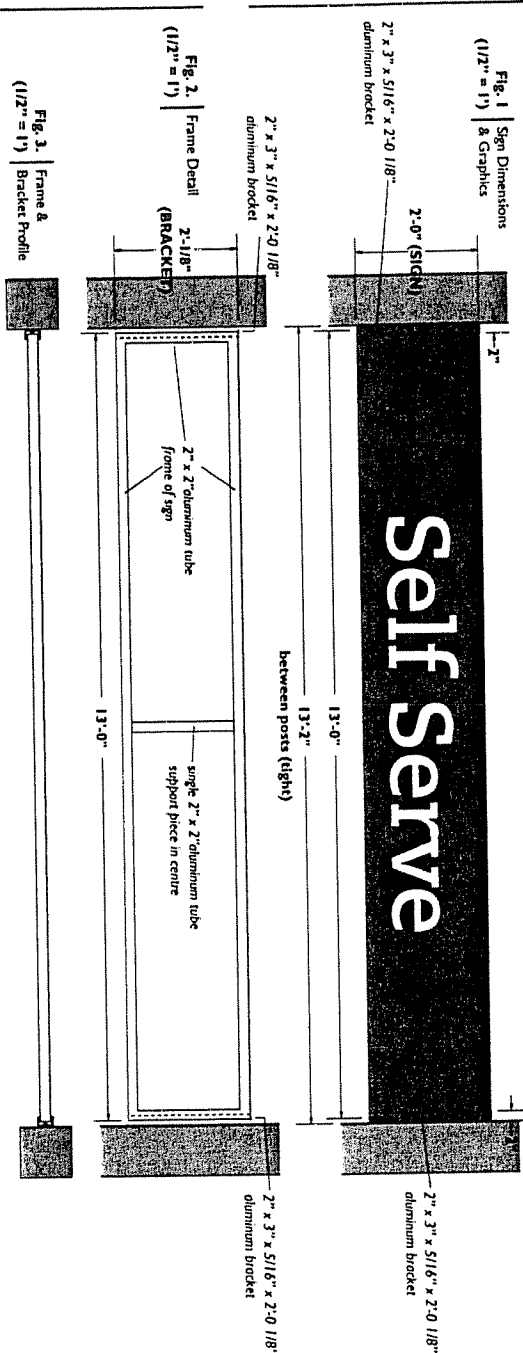


DRAWING NO. 718A-05	REVISION NO. 1	W.O. NO.	COPYRIGHT 2005
CLIENT & ADDRESS: Sobeys Inc. / FastFuel Panavista - Cole Harbour, NS	SCALE: As Noted	SALES: R. Martell	All rights reserved. The right to reproduce or use any part of this drawing without the written consent of Material Signs is hereby acknowledged.
DESIGN: A. Babcock	DATE: Oct. 4, 2005		

Material Signs Limited 80 Lily Avenue, Dartmouth, N.S. Canada B3B 1L3 Tel: (902) 468-8222 Fax: (902) 468-2451 TOLL FREE: 1-800-565-1609 www.materialsigns.com

Note: These signs are designed and quoted based on 120 Volts unless otherwise stated. Alternate power requirements may change the price and/or design of your order. Your signature acknowledges your agreement with these terms.

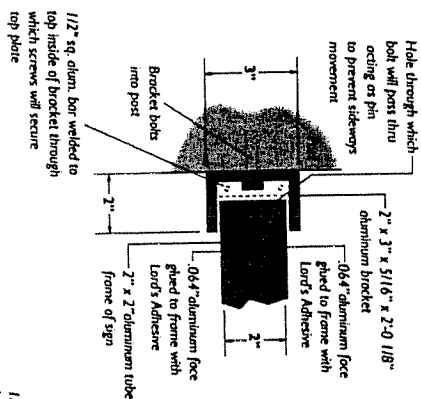
**Fig. 1 | Sign Dimensions**  
 (1/2" = 1')



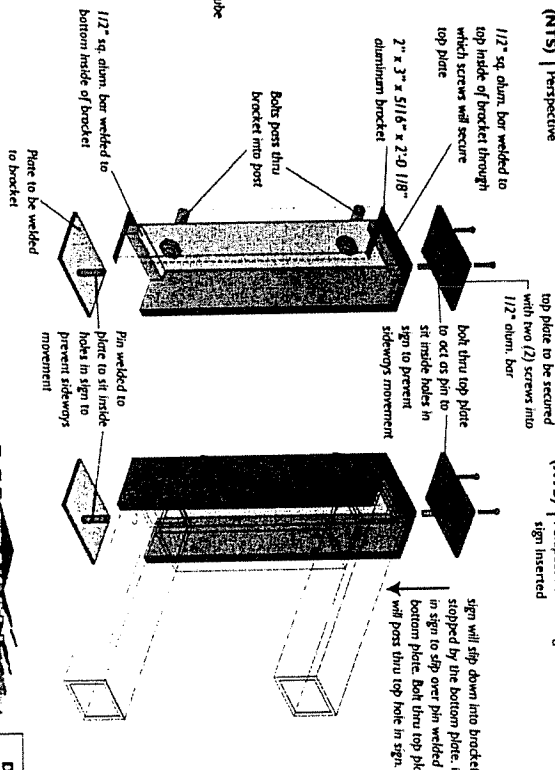
**Fig. 2. | Frame Detail**  
 (1/2" = 1')

**Fig. 3. | Frame & Bracket Profile**  
 (1/2" = 1')

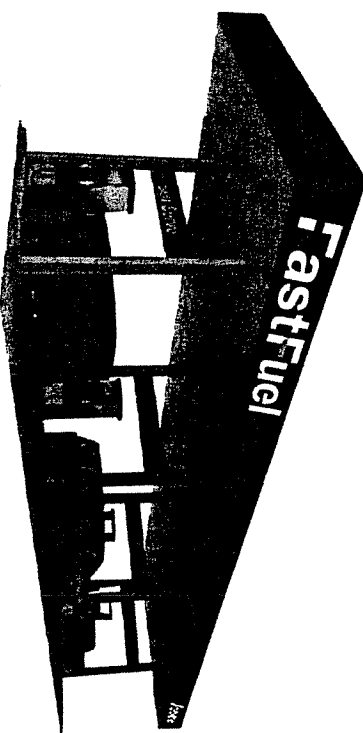
**Fig. 4. | Bracket Profile Detail**  
 (1:4)



**Fig. 5. | Bracket Mounting**  
 (NTS)



**Fig. 6. | Bracket Mounting**  
 (NTS)



**SPECIFICATIONS**

**Self Serve Signs**  
 Manufacture four (4) DS 2'-0" x 13'-0" x 2" aluminum signs, painted to match PMS 356 Green, Cw 2 mill Calton 02 White reflective lettering. To be mounted between main support columns of service island as shown.

Manufacture mounting brackets to fasten signs to support columns in area shown above the pumps as per figs. 4 through 6 (exact height AFG TBD on site). No exposed hardware should be visible once signs are installed.

All seams (if any) should be hidden and edges / underside should be sanded smooth and filled to improve appearance before painting. All exposed areas, including brackets, are to be painted to match PMS 356 Green.



MATERIAL SIGNS Limited 80 Hiley Avenue, Dartmouth, N.S. Canada B3B 1L3 Tel: (902) 468-8222 Fax: (902) 468-2451 TOLL FREE: 1-800-565-1609 www.materialsigns.com

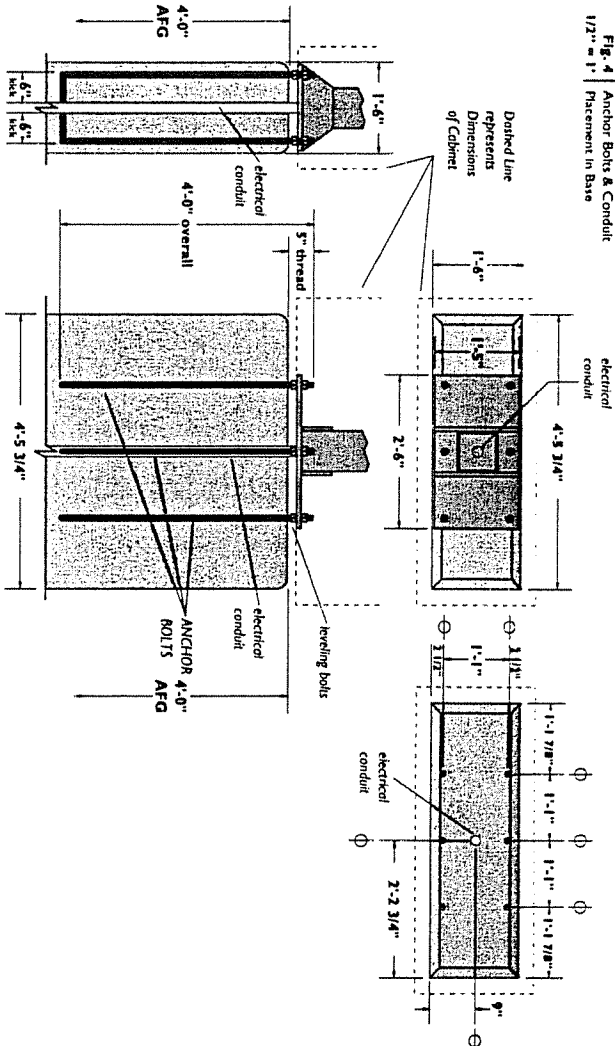
DRAWING NO. 718B-05	REVISION NO. 1	W.O. NO. -
CLIENT & ADDRESS: Sobeys Inc. / FastFuel — Panavicta, Cole Harbour, NS SCALE: As Noted	DATE: Oct. 4, 2005	SALES: R. Metcalf
DESIGN: A. Babcock		

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FILE FOR PRODUCTION: Art Dept  
\\CLIENTFILES\\Sobeys\\FastFuel  
\\1. Scaled Layouts\\...

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**Needs Convenience - adjacent to Sobey's Fast Fuel**  
(Main St. Dartmouth near Sobey's Panvelista)  
Exterior Sign Package

**CUSTOMER RESPONSE**

☐ APPROVED AS SHOWN ☐ APPROVED WITH NOTED CHANGES ☐ ANOTHER PROOF REQUIRED

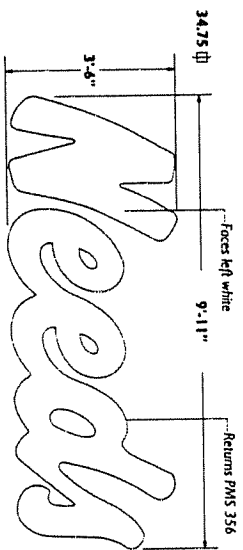
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FILE FOR PRODUCTION: This file

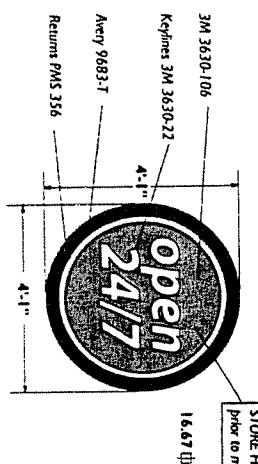
**SPECIFICATIONS**

- A. "Needs" Neon Channel Letters**  
To manufacture and install two (2) sets of illuminated channel letters as follows:  
• 31/16" white acrylic faces c/w 1" green shadow.  
• Fabricated aluminum returns (1064" x 6") & backs (1064") painted to match PMS 356 (Needs Dark Green - exterior) and white (interior).  
• Illuminated with double stroke 6500 15 mm white neon on 55935-OK Self-contained transformers.
- B. "convenience" NY Style Cabinet**  
To manufacture and install one (1) illuminated cabinet as follows:  
• 31/16" white bean face c/w 1" x 1" aluminum angle molding and 2 mil translucent / opaque vinyl graphics as shown. Moulding to be painted to match PMS 356 (Needs Dark Green).  
• Fabricated aluminum returns (1080" x 8") & back (1064") painted to match PMS 356 (Needs Dark Green - exterior) and white (interior).  
• Illuminated with 112 lamps & ballast.
- COLORS (NO SUBSTITUTIONS)**  
Light Green h.g. : 3M 3630-106 Brilliant Green  
Black Keyline : 3M 3630-22 Black
- C. Store Hours Sign**  
Manufacture and install one (1) illuminated sign cabinet as follows:  
• Aluminum returns (1080" x 8") and back (1064") painted to match PMS 356 (Needs Dark Green - exterior) and white (interior).  
• 31/16" white acrylic faces c/w 1" green shadow 2 mil translucent vinyl graphics.  
• Illuminated with lamps & ballast.
- COLORS: Same colours noted for "B" plus:**  
Wide outer ring on face: Avery 9683-1 Red/Ink Green

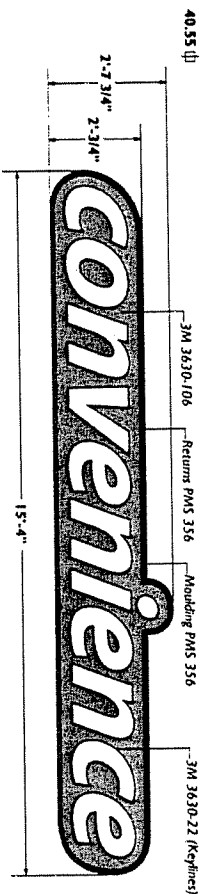
**A. Illuminated Channel Letters (2 required) (3/8" = 1")**



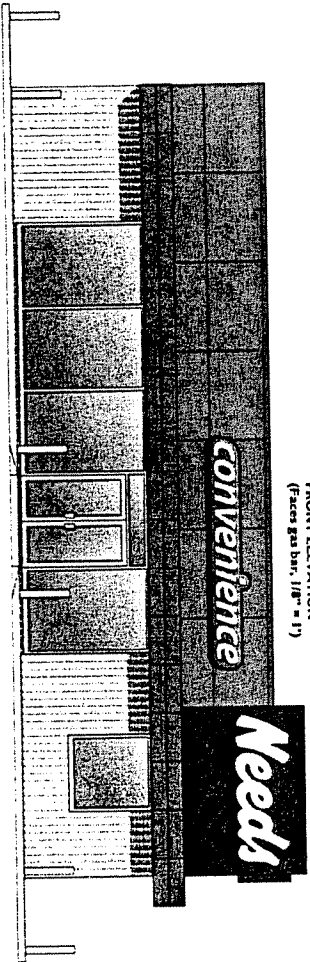
**C. Illuminated Cabinet / Hours Sign (3/8" = 1")**



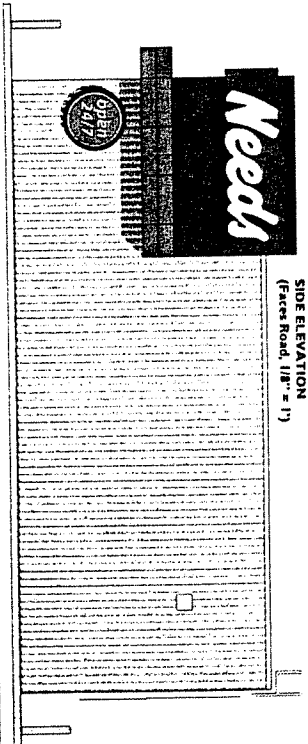
**B. Illuminated New York Cabinet (3/8" = 1")**



**FRONT ELEVATION**  
(Face gas bar, 1/8" = 1")



**SIDE ELEVATION**  
(Face Road, 1/8" = 1")



Material Signs Limited 80 Wiley Avenue, Dartmouth, N.S. Canada B3B 1L3 Tel. (902) 468-8222 Fax. (902) 468-2451 TOLL FREE: 1-800-565-1609 [www.materialsigns.com](http://www.materialsigns.com)

DRAWING NO. 720A-05 REVISION NO. 3 W.O. NO. -

CLIENT & ADDRESS: Sobey's Inc. / Needs Main St. Dartmouth (near Panvelista Sobey) SCALE: As Noted

DESIGN: A. Babcock DATE: Dec. 12, 2005 SALES: R. Martell

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Needs Convenience - adjacent to Sobey's Fast Fuel  
(Main St. Dartmouth near Sobeys Panavista)  
Sign Refit

# CUSTOMER RESPONSE

☐ APPROVED AS SHOWN

☐ APPROVED WITH NOTED CHANGES

☐ ANOTHER PROOF REQUIRED

SIGNATURE

DATE

Note: These signs are designed and quoted based on 120 Volt single phase power. Alternate power requirements may change the price and/or design of your order. Your signature acknowledges your agreement with these terms.

FILE FOR PRODUCTION: This File

Fig. 1A. Profile (3/8" = 1')

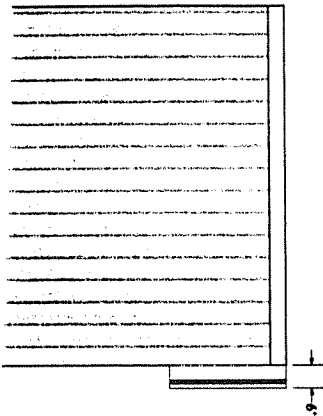
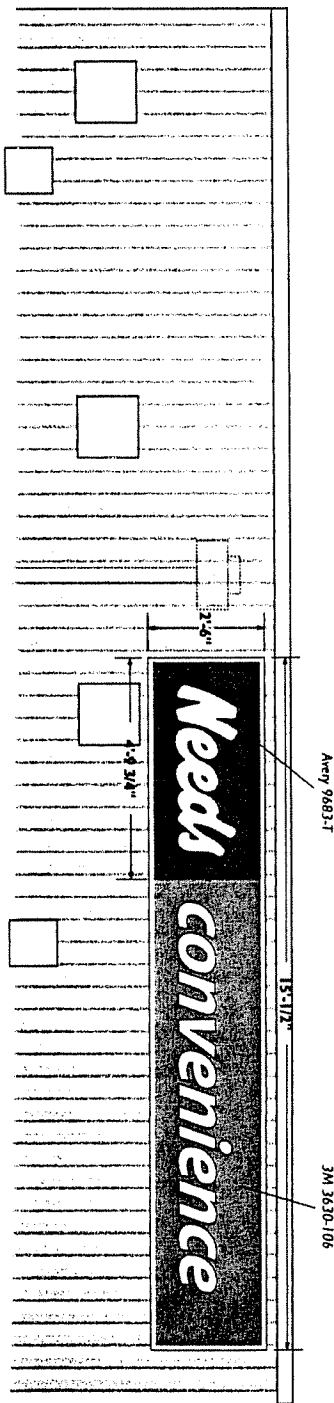


Fig. 1B. Appearance & Dimensions (3/8" = 1')



## SPECIFICATIONS

### A. Illuminated Cabinet

Install finished refitted cabinet as shown.

### COLOURS: (NO SUBSTITUTIONS)

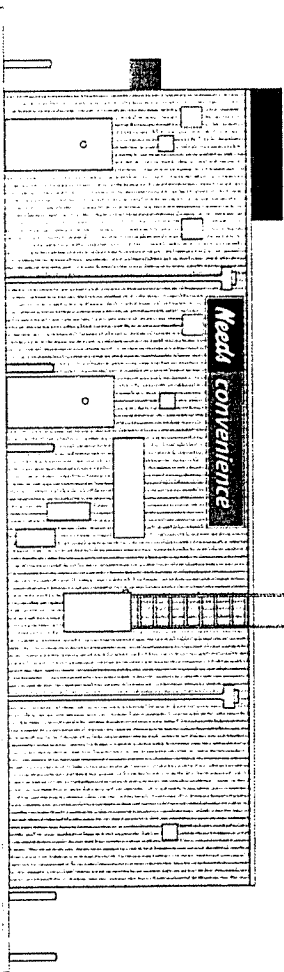
Dark Green: Avery 9683-T Red/Green Green

Light Green b.g.: 3M 3630-106 Brilliant Green

Black Keyline: 3M 3630-22 Black

Fig. 2. Placement (1/8" = 1')

## BACK ELEVATION (Faces Route 7 outbound)



Mattatall Signs Limited 80 Jolley Avenue, Dartmouth, N.S. Canada B3B 1L3 Tel: (902) 468-8222 Fax: (902) 468-2451 TOLL FREE: 1-800-565-1609 www.mattatall.com

DRAWING NO. 7208-05	REVISION NO. 4	W.O. NO. -
CLIENT & ADDRESS: Sobey's Inc. / (West Main St. Dartmouth near Panavista Sobeys)	SCALE: As Noted	
DESIGN: A. Blabcock	DATE: Jan. 5, 2006	SALES: R. Mattatall

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any and may be acted on accordingly.

## ATTACHMENT B

### Commercial Comprehensive Development Districts

#### Policy C-7:

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.

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.

#### Policy C-8:

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.

#### Policy Z-3:

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 :

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;
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;
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;
4. That provisions are made for safe access to the project with minimal impact on the adjacent street network;
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) the financial capability of the Town to absorb any capital or operating costs relating to the development;
  - 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;
  - 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;
  - 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;
  - v) the adequacy of the storm water system with regard to erosion and sedimentation on adjacent and downstream areas (including parklands) and on watercourses;
  - vi) the adequacy of school facilities within the Town of Bedford including, but not limited to, classrooms, gymnasiums, libraries, music rooms, etc.;
  - vii) the adequacy of recreational land and/ or facilities;
  - 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;
  - 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,
  - xiii) suitability of the proposed development's siting plan with regard to the physical characteristics of the site.

**PART 16        COMMERCIAL COMPREHENSIVE DEVELOPMENT DISTRICT  
(CCDD) ZONE**

- 1) 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.
- 2) The following uses maybe permitted in a CCDD Zone:
  - a) single unit dwellings
  - b) two unit dwellings
  - c) townhouse dwellings;
  - d) multiple unit buildings;
  - e) neighbourhood commercial uses;
  - f) office buildings;
  - g) Central Business District uses (CGB Zone uses);
  - h) convention facilities;
  - i) institutional facilities (SI Zone uses);
  - j) parks and recreational uses;
  - k) existing uses, as follows: Traveller's Motel, Esquire Motel, Clearwater Lobsters Ltd., and residential uses at Civic # 1763 to 1805 Bedford Highway;
  - l) recycling depot
  - m) billiard/snooker club
  - n) any uses accessory to the foregoing uses.
- 3) A CCDD Zone shall be applied only to sites identified CCDD on the Generalized Future Land Use Map.
- 4) In the event Council approves the proposal, approval shall only be granted subject to the condition that the registered owner of the land upon which the development is to occur shall enter into an agreement with Council containing such terms and conditions as Council may direct. This agreement shall be registered with the land and be binding on any subsequent owners of the land. Council may discharge the agreement upon the completion of particular phases of the development pursuant to Policy C-9 of the Municipal Planning Strategy.
- 5) Notwithstanding anything in this By-law, the lot size, front yard, side yard, rear yard and height restrictions shall be described in the Development Agreement made between Council and the developer pursuant to Sections 66 and 67 of the Planning Act and policies C-7 to C-15 of the Municipal Planning Strategy.

## PART 12 GENERAL BUSINESS DISTRICT (CGB) ZONE

No development permit shall be issued in a General Business District (CGB) Zone except for one or more of the following uses:

- a) Office Uses
- b) Private Clubs (social)
- c) Full- Service Restaurants
- d) Daycare Facilities, Nursery Schools, Early Learning Centres
- e) Neighbourhood Convenience Stores
- f) General Retail exclusive of mobile home dealerships
- g) Personal and Household Services, exclusive of massage parlours
- h) Commercial Photography
- i) Lounges & Taverns (Taverns not exceeding 1,500 Sq.Ft. gross area)
- j) All Age/Teen Clubs
- k) Hotels, Motels, Cabins, Guest Houses
- l) Recycling depots
- m) Drycleaning Depots
- n) Commercial parking lots
- o) Funeral Homes
- p) Institutional (SI) uses, excluding cemeteries
- q) **Ice cream stands (NWCC-July7/05;E-Dec5/05)**
- r) **Uses accessory to the foregoing uses (NWCC-July7/05;E-Dec5/05)**

### ZONE REQUIREMENTS CGB

In any General Business District (CGB) Zone, no development permit shall be issued except in conformity with the following requirements:

Minimum Lot Area .....	10,000 Sq.Ft.
Minimum Lot Frontage .....	60 Ft.
Minimum Front Yard .....	15 Ft.setback
Minimum Rear Yard .....	0 Ft.; Except 40 Ft. where abutting Residential Zoned property
Minimum Side Yard .....	0 Ft.; Except 20 Ft. or half the height of the building, whichever greater, where abutting Residential Zoned land
Maximum Height of Building .....	3 floors above established grade
Units on Lot .....	0
Lot Coverage .....	50%
Access .....	1 driveway access for each 150 feet of lot frontage

**ATTACHMENT C**

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 00948 - Mill Cove Plaza**

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7:00 p.m.

Thursday, November 9, 2006  
Lebrun Centre, Lion's Den

**IN ATTENDANCE:** Thea Langille-Hanna, Senior Planner , HRM Planning Services  
Cara McFarlane, Administrative Support, HRM Planning Services

**ALSO PRESENT:** David Wallace, Applicant  
Councillor Gary Martin, District 21

**PUBLIC IN  
ATTENDANCE:** Approximately 10

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

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

Thea Langille-Hanna introduced herself as the Planner assigned to this application; David Wallace and Glen Boone, the Applicants; Gary Martin, Councillor for District 21; and Cara McFarlane, Administrative Assistant.

HRM has received an application from Sobey Leased Properties for the area known as Mill Cove Plaza to amend the existing development agreement to permit a retail gas bar. The property is referred to as 961 Bedford Highway, north of Moirs Pond and at the east end of the Hammonds Plains Road. This property houses the Sobeys' garden market during the Spring and Summer.

The property is designated and zoned CCDD (Commercial Comprehensive Development District). Anyone who owns land within that area would have to go through a development agreement process requiring the approval of Council in order to develop.

Back in 1983, the Town of Bedford entered into a development agreement with, at that time, Food City Limited. This development agreement was divided into three phases. Phase 1 was to be a 90,000 square foot warehouse/retail space with parking, Phase 2 a 32,000 square foot warehouse/retail space with 80,000 square feet of office with associated parking, and Phase 3 some office space, a hotel and a three multiple units. Over time, with each Phase the developer has come forward and requested amendments. This meeting's focus is on Phase 2.

In 1988, the Town of Bedford amended Phase 2 portion of the development agreement to allow a warehouse/retail space (about 32,000 square feet), a theatre complex, and an office building. The



office building described in the development agreement was to be two storeys of office/retail building with a 10,000 square foot pad and restrictions to stores.

Sobey Leased Properties is proposing to replace the office building of Phase 2 with a retail gas bar with pumps and a canopy as well as a 3000 square foot Needs Convenience store (eg: Panivista Drive, Dartmouth).

### **Overview of planning process**

The issues and concerns from this meeting will be reviewed and see how they match up to plan policy. Eventually a staff report will be written and reviewed by the North West Planning Advisory Committee and then to North West Community Council for a public hearing where a decision will be made to approve or refuse the application.

### **Presentation of Proposal - Glen Boone, Director of Real Estate and Development for Sobey Leased Properties**

The application was before Bedford Water Advisory Committee (BWAC) on November 8, 2006, with respect to stormwater and watercourses, Moirs Pond and Paper Mill. Recommendations from BWAB will be implemented into the development agreement.

Please see Attachment A for Mr. Boone's presentation.

The development is an estimated \$1.5 million investment (mostly underground); it will create over ten new jobs; it will increase trip utility; and the infrastructure improvements include landscaping and vehicle/pedestrian movement.

### **Questions and Comments**

Dorothy Giffin, Peruz Court, would like to see the gas bar operate as full service. Mr. Boone said there is consideration that the gas bar will go self serve part of the day but it will be based on user demand.

Judy Tooke, Bedford Highway, asked if the Sobey store will be relocated to Rocky Lake Road. Mr. Boone said Sobey Leased Properties has secured land in Rocky Lake for a potential new store but there are no intentions to move the Mill Cove store.

Ms. Tooke mentioned that the intersection into Sobeys is very dangerous for pedestrians. She wonders how traffic will be routed into the gas bar/convenience store. Mr. Boone said the intersection has been reviewed by their own traffic consultants on the request of HRM. This intersection is very busy and the pedestrian walk signals change very quickly. The right slip lane that enters Sobeys from Halifax will have some work done to it. There will be an opportunity to veer off to the gas bar or to continue to Sobeys. A vehicle will have to exit through the lights when leaving the gas bar.

There was some discussion regarding individuals selling cars on Sobeys' lot which is not a permitted use on that parcel of land.

Mike Ellis, Southgate Drive, asked about the proposal that was before HRM to infill part of Moir's Pond. Ms. Langille-Hanna mentioned that she is not sure if the property owner of the water lot has the right to partially or wholly infill the property. She is not sure of the status on that issue.

Bruce Ford, Bedford, wondered when the project would start if the application is approved. Mr. Boone said at best the application would be approved sometime mid-winter. Based on the weather, ideally it will start as soon as approvals are in place and all permits are approved. The construction will probably take 16 to 18 weeks.

Gloria Lowther, Loon Terrace, asked if there was any consideration doing the gas bar with just the kiosk rather than the convenience store. Mr. Boone said the location is busy and from an economic perspective, the way to go would be to have a full convenience store. This piece of land is very valuable and the developer would like to take the opportunity to incorporate more commercial without over developing the site.

Denis Dyer, Moirs Mill Road, asked if there would be development of pedestrian walkway on the backside of the Bedford Highway. A lot of people walk directly down Moirs Mill Road, crossing the Bedford Highway, traveling a very narrow bridge, continuing on to the theatres and Sobeys and eventually to the waterfront. Mr. Boone explained that the walkway is very well utilized. There has been some discussion that maybe a connection to the waterfront from the easement can be done. The existing walkway will be maintained and the sidewalk to the intersection will be upgraded but the only proposed change is to the landscaping. Ms. Langille-Hanna said they will look into it in more detail.

Mr. Ford suggested that this would be a good time to widen the pedestrian walkway across the bridge and to continue a walkway to the theatres and retail stores.

Gerry Sampson, High Street, mentioned that there is a lot of left-hand turning traffic at that intersection. When the lights turn from red to green, the pedestrians have to wait for a walk light. Pedestrians have to contend with oncoming traffic. Mr. Boone said it is a synchronization issue to which Ms. Langille-Hanna will bring to Traffic Services' attention. Mr. Sampson walks there often and finds it very dangerous.

Mr. Sampson feels there are enough gas bars and convenience stores in Bedford and doesn't feel another is necessary. This area is one of the best in the city for it's aesthetics with the view of the Basin in the background.

Ms. Lowther asked what was used for a notification area. Ms. Langille-Hanna said a minimum of 500 feet from the subject property was used.

Ms. Langille-Hanna thanked everyone for coming to the meeting and expressing their issues and concerns.

**Adjournment**

The meeting adjourned at approximately 7:59 p.m.

## ATTACHMENT D

### BEDFORD WATERSHED ADVISORY BOARD EXCERPT FROM MINUTES November 8, 2006

#### 7.1 STAFF REPORTS

##### 7.1.1 Case 00948: Application by Sobey Leased Properties to amend the development agreement for Mill Cove Plaza, 961 Bedford Highway to permit a retail gas bar

- A memorandum dated October 23, 2006, on the above noted, was before the Committee.

Mr. Bone advised an application had been received to amend the development agreement on Mill Cove Plaza to allow for a gas bar and convenience store. The current development agreement allows for a two storey commercial building on site at twenty thousand square feet in total. He noted that because this is a Comprehensive Development District there is no specific policy with regard to the setback from the watercourse. The scope of work is placement of building, pumps and tank.

Mr. Glen Boone, Director, Real Estate and Development, Sobey Leased Properties introduced Mr. Kirby Thompson, Consultant.

In response to questions and concerns raised by members of the committee, Mr. Boone advised:

- The title of Moirs Pond was transferred back to HRM,
- The waterlot behind the store was not transferred and is currently being maintained as an area for runoff,
- The capacity of the underground storage tanks will be 5,000 gallons of regular, 5,000 gallons of diesel and 10,000 gallons of high test,
- The tanks have been situated as far as possible away from the watercourse,
- There is a sediment and erosion control plan that has to be followed during construction and storm ceptors are located to capture runoff,
- The hours of operation will depend on demand,
- Snow will be moved to HRM approved dumping sites,
- The storm ceptors will be cleaned twice a year,
- They will be using double walled underground fibreglass tanks which are reinforced and have a twenty five year guarantee,
- There tanks are double walled with a brine solution between the two walls which will detect any perforation in the tank wall

It was noted that the main concerns is regular maintenance of the storm ceptors.

The committee requested that the maintenance records for the storm ceptors be forwarded to them on an annual basis.

**MOVED by Mr. Dean, seconded by Mr. Murphy that from a protection of waters perspective the Bedford Watershed Advisory Committee recommends approval of the application by Sobey Leased Properties to amend the development agreement for Mill Cove Plaza, 961 Bedford Highway to permit a retail gas bar (Case 00948) as presented subject to the inclusion in the development agreement the maintenance and operation of the installed storm ceptors. MOTION PUT AND PASSED UNANIMOUSLY.**