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HALIFAX
REGIONAL MUNICIPALITY

PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

District 12 PAC - May 28, 2007
Heritage Advisory Committee - May 30, 2007

TO: Chair and Members of the Heritage Advisory Committee
Chair and Members of the District 12 PAC

SUBMITTED BY: Paul Dunphy, Director of Community Development

DATE: May 16, 2007

SUBJECT: **Case 01002: Development Agreement - 5896 Spring Garden Road, Halifax**

ORIGIN

Application by Geoff Keddy Architect and Associates to discharge an existing development agreement and to enter into a new development agreement to permit a restaurant/coffee shop within a municipally registered heritage property located at 5896 Spring Garden Road (PID #40416976), Halifax.

RECOMMENDATION

It is recommended that Heritage Advisory Committee consider the proposed change of use described in this report in relation to its impact on the registered heritage property located at 5896 Spring Garden Road, Halifax, and recommend that Peninsula Community Council approve entering into the proposed development agreement, included as Attachment "A" of this report.

It is recommended that District 12 Planning Advisory Committee recommend that Peninsula Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as described in Attachment "A", to permit a restaurant/coffee shop within the registered heritage property located at 5896 Spring Garden Road, Halifax, and schedule a public hearing;

2. Approve the development agreement, included as Attachment "A" of this report;

3. Require that the development agreement be signed within 120 days, or any extension thereof granted by Peninsula Community Council on request of the applicant, from the date of final approval by Peninsula Community Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end; and

4. Discharge the existing development agreement that applies to the site, to take effect upon the registration of the new development agreement.

BACKGROUND

The application is to allow for Just Us! Coffee to open a restaurant/coffee shop within the registered heritage property located at 5896 Spring Garden Road, Halifax (corner of Spring Garden Road and Carlton Street; see Map 1). The building is currently used by Just Us! Coffee as a retail storefront for its fair trade coffee products. Retail and office uses are permitted within the building under a 1992 development agreement, which would be discharged if Peninsula Community Council approves the proposed development agreement. In addition to the change in use, the applicant is also proposing to convert a second floor window to a door in order to meet Building Code requirements for secondary access from the second floor.

DISCUSSION

Municipal Planning Strategy Policies

The subject property is located within the R-2 (General Residential) Zone and is designated Medium Density Residential under the Generalized Future Land Use Map for the Peninsula Centre Detailed Area Plan (see Maps 1 and 2). The current zoning regulations allow for R-1 (Single Family Dwelling) Zone uses, semi-detached, duplex dwellings and buildings containing not more than four apartments. Restaurant uses, which can include coffee shops, are not a permitted within the R-2 Zone.

However, Policy 6.8 of the Halifax Municipal Planning Strategy (MPS) states the following:

> *In any building, part of a building, or on any lot on which a registered heritage building is situated, the owner may apply to the City for a development agreement for any development or change in use not otherwise permitted by the land use designation and zone.*

In considering a development agreement application under Policy 6.8, Council is directed to assess the proposal with regard to a set of criteria (see Attachment "C"). These evaluation criteria are concerned with the impact of the proposed change on the heritage value and integrity of the registered building and on adjacent uses (traffic generation, noise, hours of operation, parking).

Evaluation of Proposal and Development Agreement

The registered heritage property has been utilized for retail and/or office use since 1992, without any noticeable impact on the heritage value of the property or the integrity of Carlton Street as a recognized heritage streetscape. The entrance to be used to access the interior of the building is located on Spring Garden Road and is not visible from Carlton Street. The HAC recently approvedfour new windows on the Spring Garden Road elevation. The only other external alteration to be approved as part of this agreement is the removal of an existing second floor window and replacement with a door to provide access to an existing balcony, which will act as an area of refuge in the event of a fire. The proposed wooden door will be compatible with existing architectural elements of the building and will not diminish the heritage value of the building.

In an attempt to minimize the impact on adjacent residential uses, the draft development agreement, as described in Attachment "A":

- Ensures that refuse containers and propane tanks are adequately screened;
- Restricts the hours of operation to between 7:00 am and 10:00 pm; and,
- Places restrictions on deliveries to the building and the collection of refuse and recyclables.

It is anticipated that most customers who will frequent the establishment will live in the surrounding neighbourhood and will walk there. However, an ample amount of on-street parking does exist in the immediate area to serve the needs of those travelling by car. Two parking spaces will be provided at the rear of the property to accommodate deliveries and staff parking.

Public Information Meeting/Area of Notification

A public information meeting for this application was held on March 7, 2007. Minutes of this meeting are provided as Attachment "D" of this report. Community attendees were in support of the application. Should Community Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 1 will be sent written notification.

Conclusion

The proposal satisfies the applicable policies of the Municipal Planning Strategy (Attachment "C") and as such, it is recommended that Peninsula Community Council approve the draft development agreement.

BUDGET IMPLICATIONS

There are no budgetary implications.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Council may approve the entire development agreement. This is the staff recommendation.

2. Council may choose to alter the terms of the development agreement. This may necessitate further negotiations with the applicant, and may require an additional public hearing.

3. Council may refuse the entire development agreement. Pursuant to Section 230(6) of the *Municipal Government Act*, Council must provide reasons for this refusal, based on the policies of the MPS. This alternative is not recommended, based on staff's finding that the proposed development agreement is consistent with policies of the MPS.

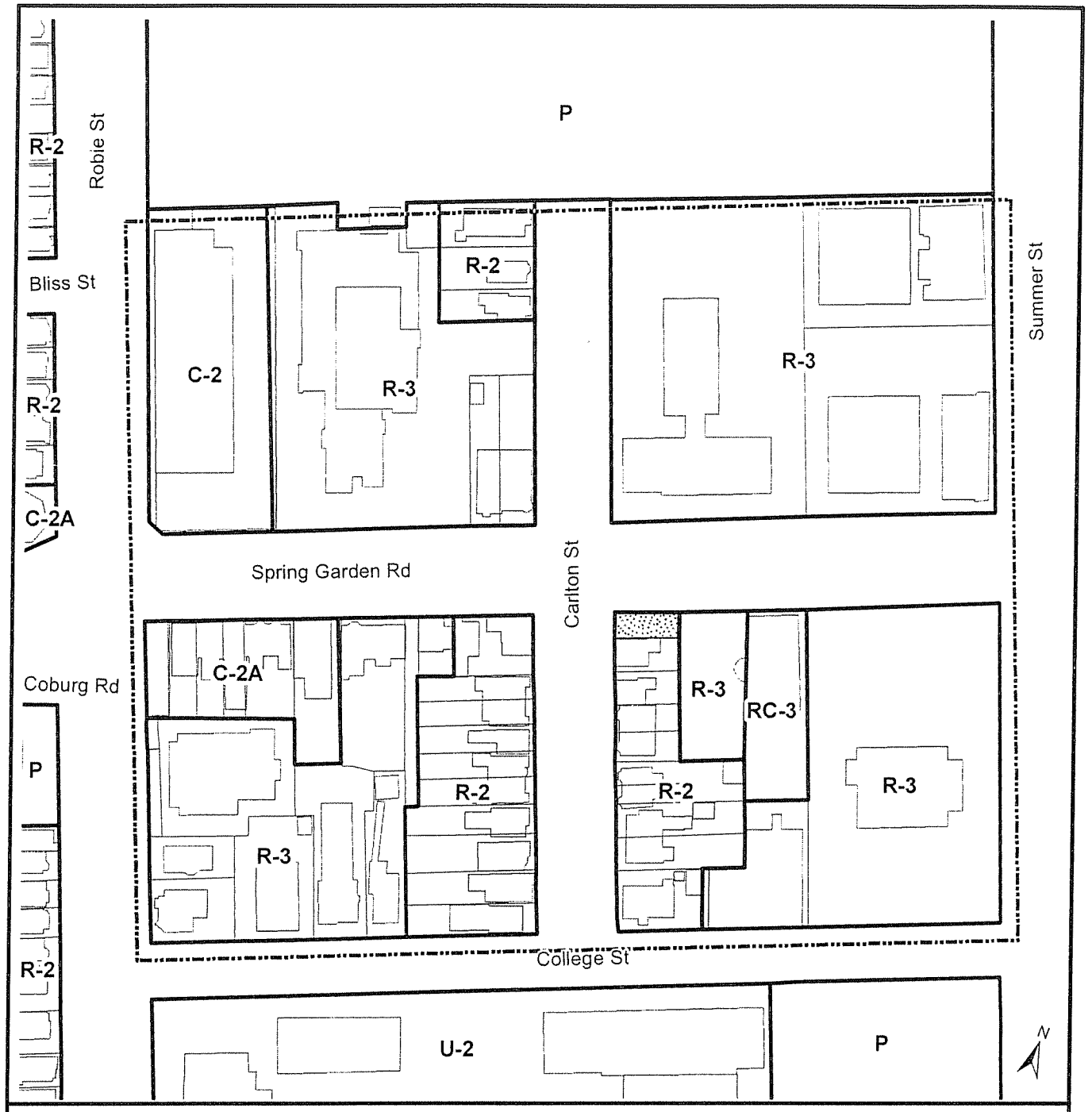
ATTACHMENTS

Map 1	Location, Zoning, and Area of Notification
Map 2	Generalized Future Land Use
Attachment "A"	Development Agreement
Attachment "B"	Discharging Agreement
Attachment "C"	Excerpts from the Halifax Municipal Planning Strategy
Attachment "D"	Minutes from the March 7, 2007 Public Information Meeting

A copy of this report can be obtained online at http://www.halifax.ca/commcoun/cc.html then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by : Luc Ouellet, Planner I, 490-3689

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



Map 1 - Location and Zoning

5896 Spring Garden Road
Halifax

Subject area

Area of notification

Halifax Peninsula By-Law Area

Zone

R-2 General Residential
R-3 Multiple Dwelling
RC-3 High Density Res. Minor Comm.
C-2A Minor Commercial
P Park and Institutional
U-2 High-Density University

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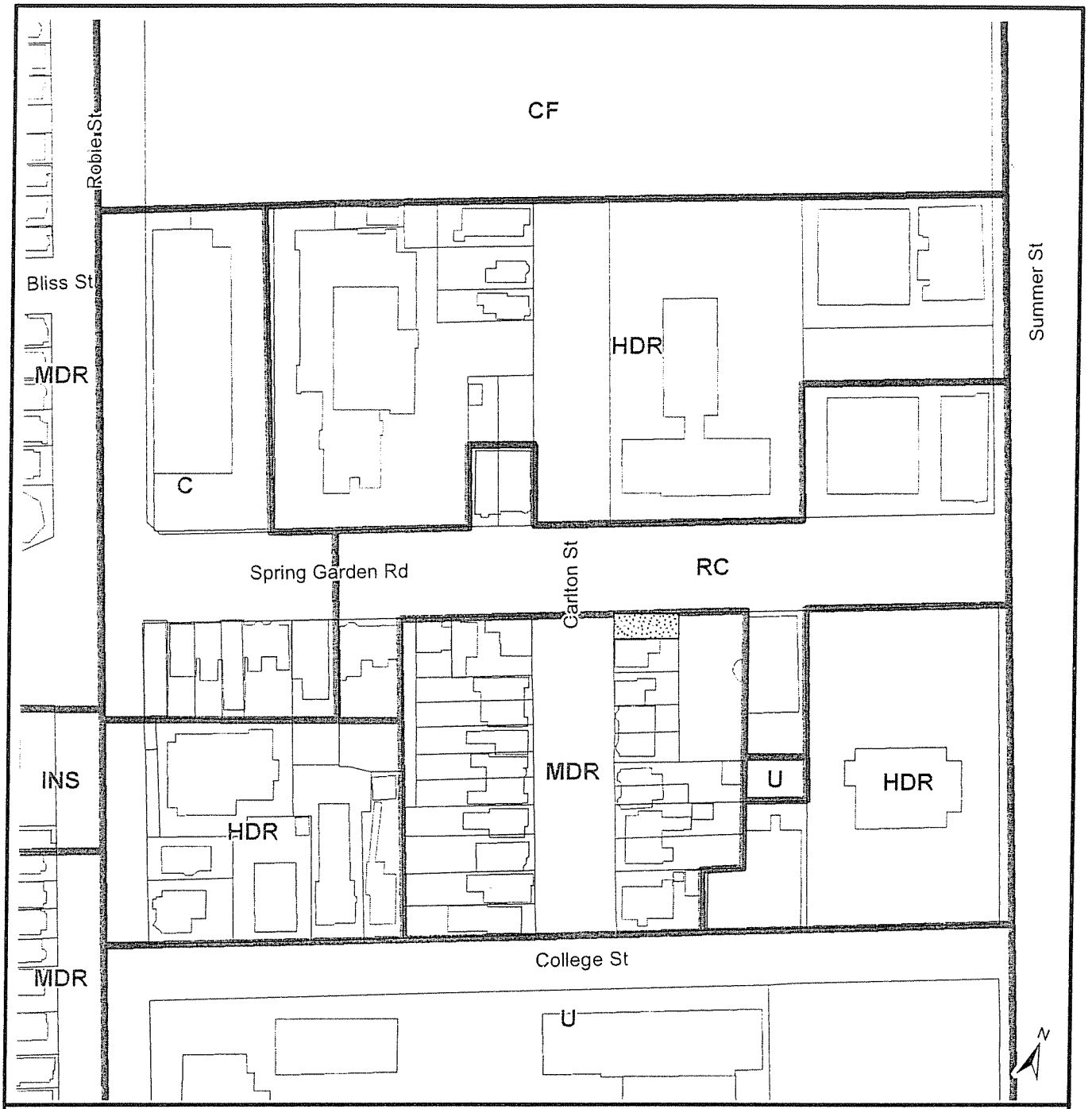
0 100 ft

This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Peninsula Land Use By-Law Area

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

15 May 2007 Case 01002 file: T:/work/planning/hilary/casemaps/01002 pdf (HEC)



Map 2 - Generalized Future Land Use

5896 Spring Garden Road
Halifax

Subject area

Halifax Plan Area
Peninsula Centre Secondary Plan Area

Designation

MDR	Medium Density Residential
HDR	High Density Residential
RC	Residential Commercial Mix
C	Commercial
CF	Community Facility
INS	Institutional
U	University

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0 100 ft

This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Halifax Plan Area

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

15 May 2007 Case 01002 file: T:/work/planning/hilary/casemaps/01002.pdf (HEC)

Attachment "A"

THIS AGREEMENT made this day of , 2007,

BETWEEN:

SPRING GARDEN TOWERS INC.
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 5896 Spring Garden Road (PID 40416976), Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the"Lands");

AND WHEREAS the Lands have been registered as a municipal heritage property pursuant to the provisions of the Municipality's Heritage Property By-law;

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a restaurant/coffee shop with accessory retail and office space on the Lands pursuant to the provisions of the *Municipal Government Act* and pursuant to Policy 6.8 of the Halifax Municipal Planning Strategy and Section 99(1) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Peninsula Community Council approved this request at a meeting held on [**INSERT - Date**], referenced as Municipal Case Number 01002;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Halifax Peninsula 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 Owner agrees to observe and comply with all such laws, by-laws and regulations 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 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 or appropriate professional as required by 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: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 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 agreement and the plans filed in the Halifax Regional Municipality as Case Number 01002:

Schedule "A"	Legal Description of the Lands (Plan # 0100200001)
Schedule "B"	Spring Garden Road Elevation (Plan # 0100200002)

2.2 General Description of Land Use

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

(a) A restaurant/coffee shop with accessory retail and office space.

(b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Halifax Peninsula as amended from time to time.

2.3 Heritage

2.3.1 *Waive Rights to Alter, Demolish and/or De-register*

2.3.1.1 The Developer agrees to waive the right to substantially alter the exterior appearance of or demolish the existing building, as provided for under Sections 17 and 18 of the *Nova Scotia Heritage Property Act*, in the event that an application for a building alteration or demolition is denied by the Municipality.

2.3.1.2 The Developer agrees to waive the right to de-register the property as a municipally registered heritage property as provided for under Section 16 of the *Nova Scotia Heritage Property Act*, in the event that an application for a de-registration is denied by the Municipality.

2.3.2 *Maintenance*

2.3.2.1 The building shall be maintained in its current location, with no exterior alterations to occur, with the exception of a second storey door/area of refuge as shown on Schedule "B".

2.3.2.2 All maintenance and repair of the building shall be conducted with the approval of the Heritage Planner, and with whichever level of review required for the appropriate approvals.

2.3.3 *Building Code Requirements*

Any new alterations to the building shall comply with requirements set out in the National Building Code of Canada. Any changes such as, but not limited to, doors, windows or stairwells, shall be submitted to the Development Officer and the Heritage Planner who shall review such changes prior to approval of final plans.

2.3.4 *Signage*

In addition to meeting the requirements of Ordinance Number 166: Respecting Signs, Billboards and Advertising Structures and the Halifax Peninsula Land Use By-law, any new sign shall be reviewed by the Heritage Planner in accordance with the "Signage on Heritage Properties: Six Basic Principles".

2.4 Outdoor Storage and Display

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

2.4.2 Propane tanks shall be located on the site in such a way to ensure minimal visual impact from Spring Garden Road/Carlton Street and the residential property abutting the southern property line . These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing/masonry walls with suitable landscaping.

2.5 Hours of Operation

2.5.1 The restaurant/coffee shop shall be permitted to operate between the hours of 7:00 am and 10:00 pm, seven days a week.

2.5.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 8:00 am and 5:00 pm, Monday to Friday.

2.6 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 buildings, 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/sanding of walkways and driveways.

PART 3: AMENDMENTS

3.1 Non-Substantive Amendments

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

(a) Hours of operation; and,
(b) The granting of an extension to the date of commencement of use as identified in Section 4.3 of this Agreement;

3.2 Substantive Amendments

Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Municipal Government Act*.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

4.1 Registration

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

4.2 Subsequent Owners

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

4.3 Commencement of Use

4.3.1 In the event that the restaurant/coffee shop use has not commenced within two (2) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further

force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of use.

4.3.2 For the purposes of this section, commencement of use shall mean the issuance of an Occupancy Permit for the restaurant/coffee shop.

4.4 Cease of Use

4.4.1 In the event that a restaurant/coffee shop use ceases for more than twenty-four (24) consecutive months on the property following the issuance of an Occupancy Permit for such use, then the restaurant/coffee shop use permitted under this Agreement shall not be reinstated.

4.4.2 Prior to ceasing the restaurant/coffee shop use, the Developer shall advise the Development Officer.

4.5 Discharge

After five (5) years from the date of registration of this Agreement with the Registry of Deeds or Land Registry Office, Council may review this Agreement, in whole or in part, and may:

(a) retain the Agreement in its present form;
(b) negotiate a new Agreement; or,
(c) discharge this Agreement 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 Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law, as may be amended from time to time.

5.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

5.1 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 one day of receiving such a request.

5.2 Failure to Comply

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

(a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any 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 development agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on Lands and be shown on any tax certificate issued under the *Assessment Act*;

(c) the Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or

(d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the *Municipal Government Act* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2007.

SIGNED, SEALED AND DELIVERED in the presence of

_____

SPRING GARDEN TOWERS INC.

Per: _____

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

_____

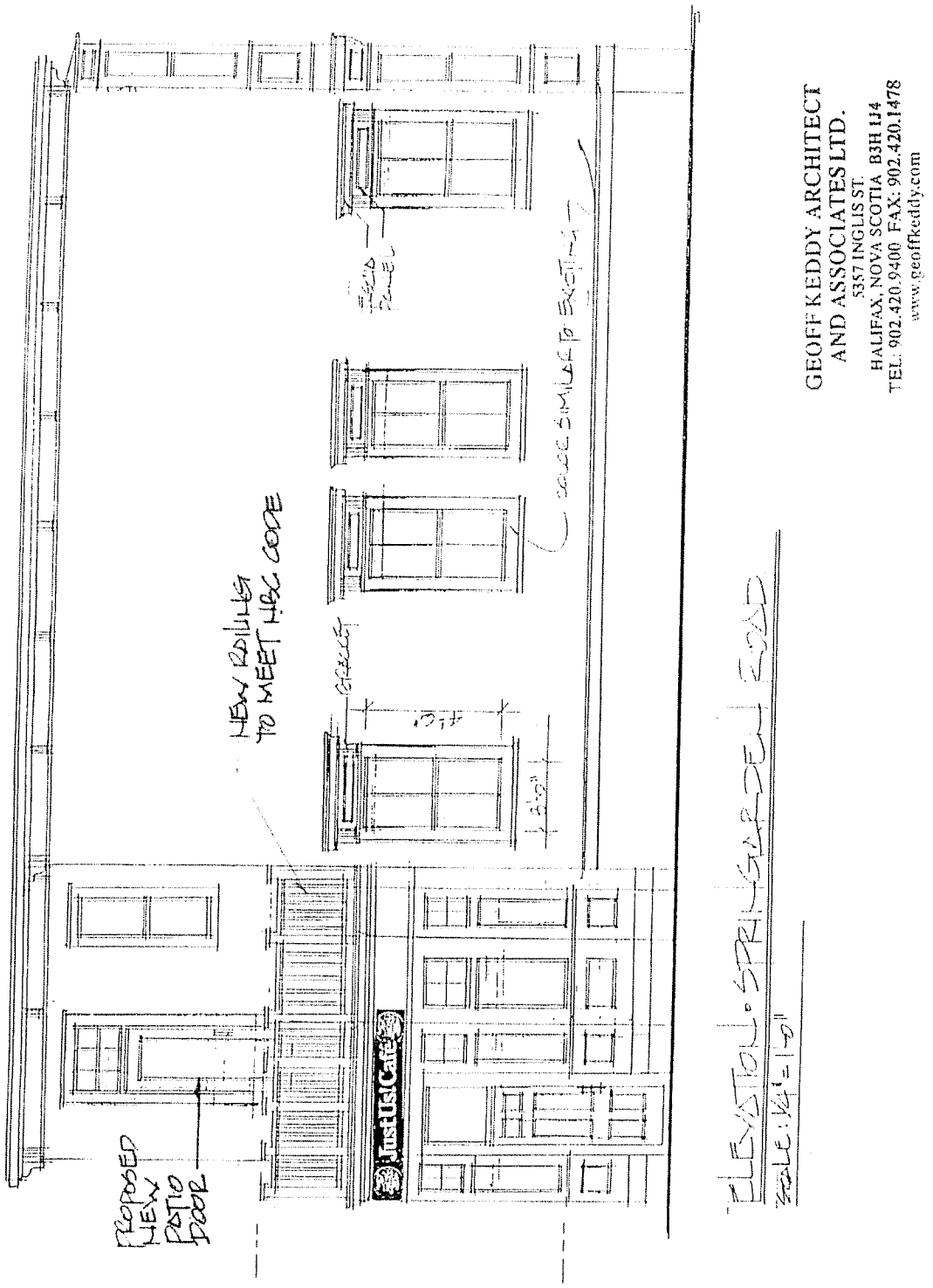
_____
HALIFAX REGIONAL MUNICIPALITY

Per: _____
MAYOR

Per: _____
MUNICIPAL CLERK

Schedule "B"

Plan # 0100200002



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www.geoffkeddy.com

Attachment "B"

THIS DISCHARGING AGREEMENT made this day of , 2007,

BETWEEN:

SPRING GARDEN TOWERS INC.
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 5896 Spring Garden Road (PID 40416976), Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the"Lands");

AND WHEREAS the Lands has been registered as a municipal heritage property pursuant to the provisions of the Municipality's Heritage Property By-law;

AND WHEREAS the Municipality entered into a development agreement with Canadian UNICEF Committee to convert the building on the Lands to an office and retail outlet which was recorded at the Registry of Deeds in Halifax as Document Number 1959 in Book 5184 at Pages 5-8 (hereinafter called the "Agreement");

AND WHEREAS the Developer has requested that the Agreement be discharged;

AND WHEREAS, pursuant to the procedures and requirements contained in the Municipal Government Act, the Peninsula Community Council approved this request by resolution at a meeting held on [**INSERT - date**], referenced as Municipal Case Number 01002;

WITNESS that it is agreed that the Lands is hereby discharged from the Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2007.

SIGNED, SEALED AND DELIVERED in the presence of

_____

SPRING GARDEN TOWERS INC.

Per: _____

SEALED, 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

Per: _____
MAYOR

Per: _____
MUNICIPAL CLERK

Attachment "C"

Excerpts from the Halifax Municipal Planning Strategy

6.8 In any building, part of a building, or on any lot on which a registered heritage building is situated, the owner may apply to the City for a development agreement for any development or change in use not otherwise permitted by the land use designation and zone subject to the following considerations:

(i) that any registered heritage building covered by the agreement shall not be altered in any way to diminish its heritage value;

(ii) that any development must maintain the integrity of any registered heritage property, streetscape or conservation area of which it is part;

(iii) that any adjacent uses, particularly residential use are not unduly disrupted as a result of traffic generation, noise, hours of operation, parking requirements and such other land use impacts as may be required as part of a development;

(iv) that any development substantially complies with the policies of this plan and in particular the objectives and policies as they relate to heritage resources.

Attachment "D"

Public Information Meeting
Case 01002
March 7, 2007

In attendance: Councillor Sloane
Councillor Uteck
Luc Ouellet, Planner, Planning Applications
Gail Harnish, Planning Services
Geoff Keddy, Applicant

Mr. Luc Ouellet called the public information meeting (PIM) to order at approximately 7:05 p.m. at the Gorsebrook Junior High School. This is an opportunity for HRM to explain the process involving the planning application and for the client to explain the proposal. It also gives an opportunity for members of the public to ask questions or make comments on the application.

Mr. Ouellet advised the location of the site is at the corner of Spring Garden Road and Carleton Street. It used to be occupied by Unicef. The property is zoned R-2 which, depending on the size, allows up to four dwelling units. This zone does not normally allow for office space. The only reason they could have an office there was because if you have a heritage property it allows you to make an application to allow other uses not permitted under the land use by-law by development agreement.

Mr. Ouellet indicated we have been asked to look at a second option for the property. Unicef is no longer there. The property has either been sold or is being leased to "Just Us Coffee". We have been asked to look at an amendment to the existing agreement on a heritage property to allow a café to occur there. It is your traditional kind of coffee shop where they can serve coffee and a bit of food. They are there now and are allowed to do retail, sell coffee in packages, but they are not allowed to serve coffee.

Mr. Ouellet reviewed the development agreement process:

- we received an application and did a preliminary review
- the PIM is now being held
- we will undertake a detailed review of the application
- a staff report is prepared which will include a staff recommendation
- the application is vetted through the Heritage Advisory Committee and the District 12 Planning Advisory Committee
- the report and recommendations are forwarded to Peninsula Community Council
- Community Council will decide whether or not to proceed with the application and will schedule a public hearing, or they will reject the application
- the public hearing is held, if they decide to proceed with the application, following which they will make a decision
- there is an appeal process

Mr. Ouellet pointed out that the policies that apply to this application are on the last page of the

handout.

Mr. Geoff Keddy stated it is a heritage property. It had a mercantile commercial use in the past which was allowed through a development agreement. His client wants to open up a coffee shop. Right now they can just sell retail but they want to have a coffee shop where you can drink coffee. What he has done in the meantime is to try and improve the heritage quality of the building. The north side of the building is a brick wall so he introduced four windows. There are signs going above the windows. At one point they thought they would have to have a fire exit at the back off the second floor but they managed to circumvent that requirement. There is a deck they can use. He displayed a sketch of the proposed site. The entrance will be on Spring Garden Road.

The meeting was opened to public participation.

It was questioned where the fire escape is.

Mr. Keddy responded it is not required now because they have an area of refuge on the deck.

Mr. Aubrey Fricker questioned whether patrons would be out on the deck. Mr. Keddy responded they would in the summer time.

Mr. Ouellet indicated that following tonight's meeting he would get the minutes and work on the staff report. Originally they were leaning towards an amendment to the agreement but now he was leaning more towards discharging the existing agreement and preparing a new one because the standards for agreements have changed over the years. The current agreement just talks about the permitted uses. There will be a new agreement with modern clauses. It is a cleaner way of doing it.

Mr. Fricker asked if the lot would be rezoned.

Mr. Ouellet responded no, noting the development agreement is another layer over the property. The zoning will stay. Until the agreement is discharged, the permitted uses are extra. If the agreement was discharged, then the uses permitted under the existing zoning would apply. The development agreement allows certain things to be put in place. For example, if people were concerned about the hours of operation, they could include a clause in the agreement restricting the hours of operation. He referred to Bearly's on Barrington Street as an example. Bars are not allowed on Barrington Street. The only reason they are there is because they have a heritage property which allowed them to make application for a development agreement. Henry House is another example. They close at midnight. He suspected that was because there are hours of operation in the development agreement.

Mr. Bill Lord asked about the difference between a preliminary and a detailed review.

Mr. Ouellet advised the preliminary review is basically looking to see if there is policy support to

allow the use to be considered. We only look at the policy support at the preliminary level. The detailed review looks at engineering review, for example, for a proposal such as that being considered for the Texpark site. For a coffee shop, where there is only a change in use, the detailed review is not as extensive.

Councillor Sloane noted we would not have to do a traffic study for this proposal.

Mr. Ouellet indicated he would still circulate the proposal but it would not be as detailed a review as for many types of applications.

An individual questioned why the Heritage Planner was not in attendance.

Mr. Ouellet responded the Heritage Planner usually does not do the agreements, only the permitting because that takes a lot of her time.

Mr. Fricker asked about the different types of comments being looked for.

Mr. Ouellet responded the comments are viewed differently. If people said they were opposed to a proposal without giving us reasons, it does not help us. If you provide reasons such as it is a high traffic type of business and there are traffic concerns, then we would talk to Engineering staff and see if a traffic study is warranted. Sometimes people raise drainage issues we are not aware of.

Mr. Fricker commented it is to provide information.

Mr. Ouellet indicated we are here to gather information that we might not be aware of. Staff does not make our recommendation based on popular support; we just look at the plan policies. Council has a different role than staff and might take some of that popular support in mind. At the end of the day, Council has to consider policy criteria because its decision can be appealed to the Nova Scotia Utility and Review Board.

It was questioned how long the process would take.

Mr. Ouellet responded probably two to three months.

An individual commented she felt the proposal was marvelous.

Mr. Fricker agreed, noting that section of Spring Garden Road can use that type of use.

The meeting adjourned at approximately 7:30 p.m.