

North West Community Council
September 27, 2007

TO: North West Community Council

SUBMITTED BY: Gail Harnish / for
Ann Merritt, Chair
North West Planning Advisory Committee

RE: Case 01035: Amendment to Mill Cove Plaza Development Agreement,
Bedford

DATE: September 19, 2007

ORIGIN

North West Planning Advisory Committee meeting - September 5, 2007

RECOMMENDATION

The North West Planning Advisory Committee recommend that the matter be forwarded to the North West Community Council without a recommendation on the merits of the proposal.

There were a number of concerns raised by Committee members as noted in the attached minutes. A motion to recommend approval was defeated due to a tie vote (3-3). It was agreed the minutes should be included with the Committee's report.

ATTACHMENTS

Draft minutes from September 5, 2007
Staff report dated August 21, 2007

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: Ann Merritt, Chair, North West PAC

Draft of North West PAC Minutes - September 5, 2007

5.1 Case 01035: Amendment to Mill Cove Plaza Development Agreement

- A staff report dated August 21, 2007 was before the Committee.

Mr. Joseph Driscoll, Planner, presented the report.

The following comments/concerns were raised by members of the Committee during the ensuing discussion:

Mr. Water Regan requested that his previous comments in regard to a gas station application also be considered for this application. He further requested that a walkway be constructed over the railway tracks to the water. Mr. Regan advised that he was disappointed the back portion of the site and roof run-off would not be directed to an oil grid separator.

- The entrance sign should be aesthetically pleasing to draw customers into Sobey's Plaza and should maintain the historic significance of the area since. The site is the "entrance" to Bedford and should be reflective of the residents' pride in their area.
- Architectural landscaping of the site is important.
- In regard to public safety, issues with the slip lane should be addressed immediately as it is a heavy pedestrian area. The vegetation has to be trimmed as it blocks the drivers view when exiting the site.
- Expressing concern for pedestrian safety, numerous Committee members requested the sidewalk be extended to connect to the Nova Scotia Liquor Commission (NSLC) entrance.
- Due to deliveries being directed to the rear, more commercial traffic will be travelling in the heavy pedestrian areas. It was suggested that the intersection be designed with a commercial traffic lane and a sign directing all commercial traffic to that route.
- There should be a connecting sidewalk from the bus stop all the way to the NSLC. The sidewalks in the parking lot do not match up. The sidewalks should connect as you do not want to make it necessary for people to use their vehicles to visit the Plaza.
- It was requested that the landscaping done at the Sackville Sobey's be repeated at this location.
- Traffic flow to and from the gas bar was noted as a concern as it is the busiest area with most of the traffic trying to exit the intersection in the direction of Bedford.
- There should be major storm water retention walls built around Moirs Pond due to potential run-off from the site.
- It was suggested that the number of parking spaces be reduced to accommodate sidewalks/safer pedestrian walkway areas.
- The proposed 15' buffer, from the renovated bus stop area, should be 20'.
- The bond, noted on page 16 of the staff report, should be 10% of the total project.

Mr. Walter Regan requested a full set of blueprints for this project.

MOVED by Ms. Gloria Lowther, seconded by Councillor Gary Martin, that the North West Planning Advisory Committee recommend that the North West Community Council:

1. Give Notice of Motion to consider the amending development agreement set out in Attachment A of the staff report dated August 21, 2007 and schedule a public hearing;
2. Approve the proposed amending development agreement, as contained in Attachment A of the staff report dated August 21, 2007, to permit a new two storey building for office and retail use on the former Empire 6 Cinemas Location; 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.

Due to a tie vote the **MOTION WAS DEFEATED.**

MOVED BY Councillor Gary Martin, seconded by Ms. Gloria Lowther that the North West Planning Advisory Committee recommend the matter be forwarded to the North West Community Council without a recommendation on the merits of the proposal. The Committee's comments and minutes are also to be forwarded to the Community Council. **MOTION PUT AND PASSED.**

10.2.2



PO Box 1749
Halifax, Nova Scotia
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North West Planning Advisory Committee
September 5, 2007

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY: Danise Schiffield for
Paul Dunphy, Director of Community Development

DATE: August 21, 2007

SUBJECT: Case 01035: Amendment to Mill Cove Plaza Development Agreement, Bedford

ORIGIN

Application by Sobeys Leased Properties Limited to amend the Mill Cove Plaza Development Agreement to permit a two storey building for office and retail use on the former site of the Empire 6 Cinemas in Bedford.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the amending development agreement set out in Attachment A of this report and schedule a public hearing;
2. Approve the proposed amending development agreement, as contained in Attachment A of this report, to permit a new two storey building for office and retail use on the former Empire 6 Cinemas location; 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

Location, Designation, Zoning and Surrounding Land Uses:

- The Mill Cove Plaza is located on an 18 acre parcel of land situated at 961 Bedford Highway (PID 40592297), directly east of the intersection of the Bedford Highway and Hammonds Plains Road in Bedford (Map 1).
- The property is designated and zoned Commercial Comprehensive Development District (CCDD) under the Bedford Municipal Planning Strategy (MPS) and Land Use By-law (LUB) (Maps 1 and 2).
- The property is in close proximity to the Mill Cove Sewage Treatment Plant, the Bedford Fire Hall, the Bedford Waterfront lands and is directly north of Moirs Pond. There is a mix of commercial and some residential properties across the Bedford Highway from the site.
- The Mill Cove Plaza property contains a variety of other commercial operations including a Sobeys grocery store, Nova Scotia Liquor Corporation outlet, Blockbuster Video and Wacky Wheatleys.

Existing Development Agreement:

In 1983 the former Town of Bedford entered into a development agreement that enabled the development of the Mill Cove Plaza in three separate phases. Each phase required a separate development agreement approved by Council. The agreements have been amended several times, including a 1988 amendment that enabled development of the theatres as part of Phase 2, instead of an office building approved as part of the original agreement. Most recently, on January 25, 2007, North West Community Council approved an amendment that enables development of a gas bar instead of a 20,000 square foot commercial building on another portion of the Mill Cove Plaza property. To date, all three phases of the development have been completed with the exception of a future commercial building between Mill Cove Plaza and the Bedford Fire Station (Phase 2), and 150 multiple residential units to be accessed from Convoy Run (Phase 3).

Proposal:

The proposal seeks to amend the Mill Cove Plaza development agreement (Phase 2) to enable redevelopment of the Empire 6 Cinemas site with a retail and office building. The proposed building would have a footprint of 19,600 square feet comprised of the following:

- 12,600 square foot Lawtons Drugs
- 2,800 square foot medical clinic; and
- 4,200 square foot commercial retail unit

The applicant has also requested the option to develop a second floor above the proposed Lawtons and medical clinic, totalling 15,400 sq.ft., to provide additional space for office and retail use. A tenant has not been secured for the proposed 4,200 square foot ground floor commercial retail unit but this component of the proposal would be 1 storey in height only and the potential uses limited to those permitted within the CCDD Zone.

Enabling Policy and Policy Intent:

Policies C-7 and C-8 of the Bedford MPS enable Council to consider an amendment to an existing CCDD development agreement subject to a review of relevant issues. The relevant MPS policies and LUB provisions are included as Attachments B and C respectively. The main policy intent is to enable commercial development in a comprehensive manner to ensure the best utilization of a site and compatibility with adjacent land uses.

DISCUSSION

Issues:

Staff have reviewed the proposal based on all relevant policies of the Bedford MPS. The following issues have been identified for detailed discussion.

Physical Suitability and Compatibility: The proposed project area is the former site of the Empire 6 Cinemas and its associated parking. The 1983 development agreement, which originally permitted an 8 storey office building, was amended in 1988 to enable development of the theatres. The proposed two storey building would have a height and footprint less than that of the existing theatre building and the proposed building would have a greater set back from the adjacent drainage swale directly north of the project area. It is the opinion of Staff that the current proposal is compatible with the site's physical condition given that the project site is already developed, and is surrounded by existing and future commercial development.

Traffic and Access: Vehicular traffic primarily enters and exists the Mill Cove Plaza at the intersection of the Bedford Highway and Hammonds Plains Road. However, northbound traffic may also exit via a slip lane that merges with the Bedford Highway at a point north of the intersection. HRM Traffic and Development Engineering staff are concerned that vehicles routinely speed through the slip lane to reach the Bedford Highway ahead of northbound traffic stopped at the traffic lights. As a result, the proposed amending agreement requires that the slip lane be removed and replaced with a new slip lane integrated into the intersection as shown on Map 3. The applicant has submitted a Traffic Impact Statement which indicates that the proposed reconfiguration of the intersection can accommodate traffic generated by the proposed development. It is the opinion of HRM Development Engineering Staff that the removal of the slip lane, the reconfiguration of the entrance/exit to the Mill Cove Plaza, and relocation of the Metro Transit bus bay on the Bedford Highway represents an improvement from a traffic management perspective.

Environment: To address environmental concerns with the development, the proposed amending agreement requires the applicant submit the following documents to the Municipality prior to commencing redevelopment of the site:

- Erosion and Sedimentation Control Plan;
- Site Grading Plan; and
- Stormwater Management Plan

Proposed Uses: The site of the proposed development is part of a larger commercial development which is located in an area of significant traffic flow and predominantly commercial focus. The application proposes development of a two storey retail and office building anchored by a 12,600 square foot ground floor Lawtons Drugs. Policy C-7 of the Bedford MPS indicates that General Business District (CGB) Zone uses, which include retail and office uses, are permitted within the CCDD designation and zone. The proposed amending agreement requires that the proposed uses comply with the requirements of the CCDD Zone. Staff have not identified any concerns related to the uses and building proposed for the site.

Public Information Meeting:

A public information meeting was held on May 28, 2007 at Basinview Drive Community Elementary School. Items raised by the public included the pedestrian network around and within the site, landscaping and lighting. The proposed agreement requires improvements to the pedestrian network adjacent to and within the project site as well as submission of both a lighting and landscaping plan. The minutes of the meeting are included in this report as Attachment D. If Community Council sees fit to schedule a public hearing for this application, public notices advertising the hearing will be placed in the newspaper and property owners within the notification area will be contacted individually.

Bedford Waters Advisory Board:

The application was presented to the Bedford Waters Advisory Board (BWAB) on August 8, 2007. BWAB did not have enough members present at the meeting to constitute quorum and therefore did not make a formal motion or recommendation. The proposal was reviewed by the members of BWAB who were in attendance and the notes from that discussion are to be brought forward to the Board's next meeting scheduled for September 12, 2007. In the interim, the points raised by the Board have been addressed in the attached amending agreement where appropriate. The minutes and any formal motions arising at BWAB's September 12, 2007 meeting will be provided to Council prior to the Public Hearing.

Conclusion:

It is the opinion of Staff that the proposed redevelopment of this portion of the Mill Cove Plaza is consistent with the intent of the Bedford MPS for comprehensive commercial development. Staff are also of the opinion that issues such as the compatibility of the proposed development to the site, the relationship of the proposal to surrounding land uses and protection of environmental features have been adequately addressed in the proposed amending agreement. Staff recommend that North West Community Council approve the proposed amending agreement, included as Attachment A to this report.

BUDGET IMPLICATIONS

None.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Council may choose to approve the proposed amending development agreement. This is the recommended course of action.
2. Council may choose to refuse the proposed amending development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as Staff are satisfied that the proposed agreement is consistent with the policies and intent of the MPS.
3. Council may choose to approve the proposed amending development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.

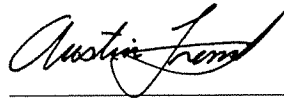
ATTACHMENTS

Map 1	Generalized Future Land Use Map
Map 2	Zoning and Notification Map
Map 3	Site Plan
Attachment A	Proposed Amending Development Agreement
Attachment B	MPS Policies
Attachment C	LUB Requirements for CCDD Zone
Attachment D	Public Information Meeting Minutes - May 28, 2007

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 : Joseph Driscoll, Planner, 869-4262

Report Approved by:



Austin French, Manager of Planning Services, 490-6717



Map 1 Generalized Future Land Use



Subject Property

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

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Map 2 Zoning



Subject Property

RSU Single Dwelling Unit Zone
 RTU Two Dwelling Unit Zone
 RTH Townhouse Zone
 RMU Multiple Dwelling Zone
 CMC Mainstreet Commercial Zone

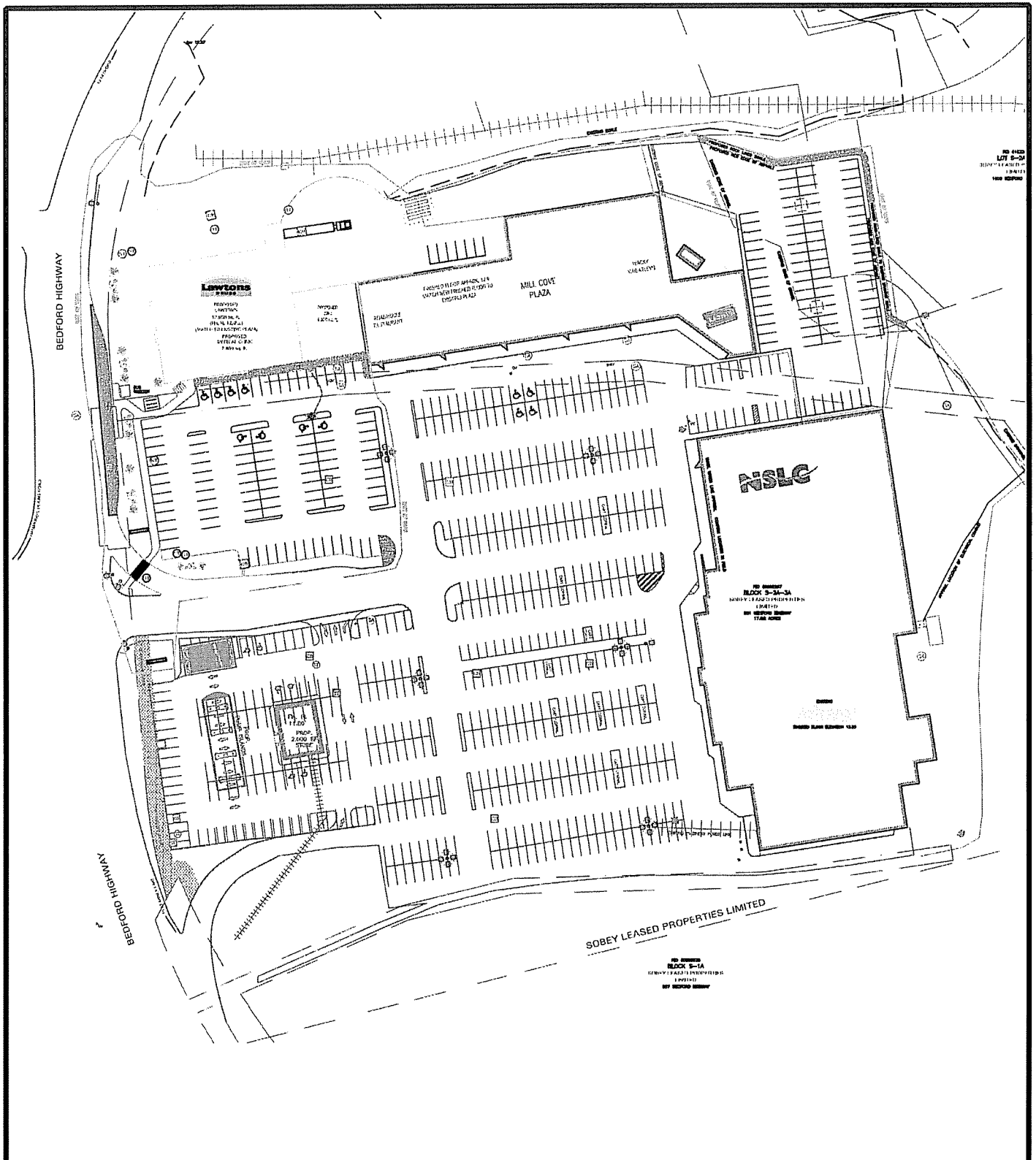
CGB General Business District Zone
 P Park Zone
 POS Park Open Space Zone
 SI Institutional Zone
 CCDD Commercial Comprehensive Development District

--- Notification Area



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Map 3
Site Plan



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Attachment A: Proposed Amending Development Agreement

THIS AGREEMENT made this day of , 2007,

BETWEEN:

SOBEY LEASED PROPERTIES LTD.

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, PID 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 the 23rd day of March, 1983 to allow the construction of a three-phase commercial development known as Mill Cove Plaza on the Lands, which said development agreement was registered at the Registry of Deeds in Halifax as Document Number 18314 in Book 3821 on Pages 970 through 976 (hereinafter called the "Existing Agreement").

AND WHEREAS the Town of Bedford entered into an agreement with Food City Limited on the 20th day of June, 1988, identified as Municipal Case Number 88-04, to permit the development of Phase II of the Existing Agreement (Warehouse Retail Space, Theatre Complex and Commercial Office Building), said agreement being recorded at the Registry of Deeds in Halifax as Document Number 18315 in Book 3821 on Pages 977 through 984 (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 redevelopment of the existing site of the Theatre Complex with a two storey building for office and retail uses on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to policies C-7, C-8 and Z-3 of the Bedford Municipal Planning Strategy and Section 3 (d) of the Bedford Land Use By-Law (hereinafter called the “Agreement”);

AND WHEREAS the North West Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 01035;

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 Bedford Land Use By-law and the 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 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.

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 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.

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 regulations, by-laws or codes applicable to any lands.

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 All words unless otherwise specifically defined herein shall be as defined in the Bedford Land Use By-law and the 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, conform with the Schedules attached to this agreement and the plans filed in the Halifax Regional Municipality as Case Number 01035.

The schedules are:

- Schedule A: Legal Description of the Lands(s)
- Schedule B: Site Plan
- Schedule C: Proposed Conditions - Erosion and Sedimentation Control
- Schedule D: Proposed Conditions - Surface Conditions
- Schedule E: Proposed Conditions - Sub Surface Conditions
- Schedule F: Proposed Conditions - Landscaping
- Schedule G: Site Details
- Schedule H: Proposed Signage Details
- Schedule I: Proposed Building Elevations

3.2 Requirements Prior to Permit Approvals

- 3.2.1 Prior to the issuance of any municipal Permits, the Developer shall follow the MICI (Multi-unit/Industrial/Commercial/Institutional) permit process.
- 3.2.2 Prior to the issuance of a Grade Alteration Permit, the Developer shall post securities in accordance with Section 5.3 of this Agreement to the satisfaction of the Development Officer.

3.2.3 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

- (a) Lighting Plan in accordance with Section 3.6 of this Agreement; and
- (b) Landscaping Plan in accordance with Section 3.7 of this Agreement.

3.2.4 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer pursuant to this Agreement:

- (a) Written confirmation from the Development Engineer indicating compliance with Part 4 of this Agreement;
- (b) Certification from a qualified Professional Engineer that the Developer has complied with the Erosion and Sedimentation Control Plan;
- (c) Certification from a qualified Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan;
- (d) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan;
- (e) Certification from a qualified professional indicating that the Developer has complied with the Lighting Plan; and
- (f) Written confirmation, from Metro Transit, indicating the Developer has complied with the requirements to relocate the transit shelter as shown on the Schedules.

3.2.5 Further to subsection 3.2.4, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) A 12,600 square foot ground floor Lawtons Drugs in accordance with the provisions of this Agreement;

- (b) A 2,800 square foot ground floor Medical Clinic in accordance with the provisions of this Agreement;
- (c) A 4,200 square foot ground floor commercial retail unit in accordance with the provisions of this Agreement to be occupied by uses(s) permitted in the CCDD Zone as set out in the Bedford Land Use By-Law;
- (d) Pursuant to the provisions of this Agreement, the Developer may construct a second floor for office and retail use above the ground floor Lawtons Drugs and Medical Clinic in accordance with the Schedules and written text of this Agreement at any point within a period of 7 years commencing upon the entering into of this Agreement.

3.3.2 Notwithstanding subsection 3.3.1, the Development Officer may approve minor changes to the space allocated to individual units provided that such changes would not alter the size of any individual unit by a factor of more than 10% and provided that the footprint and gross floor area of the building do not increase as a result.

3.4 Siting and Architectural Requirements

General Requirements and 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 the building shall be emphasized by detailing, changes in materials, and other architectural devices approved by the Development Officer. 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 visible from the Bedford Highway shall be designed and detailed as primary façades as generally shown on Schedule I. Further, architectural treatment shall be continued around all sides of the building visible from the Bedford Highway.

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 The building shall be designed such that the mechanical systems (HVAC, cooking exhaust fans, etc.) are not visible from the Bedford Highway.

Windows:

- 3.4.6 The windows on the first floor front façade shall be vertical in orientation, or square. Windows shall be vertically proportioned, where possible.

Roof:

- 3.4.7 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

Minor Changes:

- 3.4.8 The Developer shall be entitled to minor modifications to the architectural requirements of this section and the elevations attached as Schedule I, provided the changes are minor in nature, in the opinion of the Development Officer, and serve to further the intent of this Agreement.

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 Schedule B. The Developer agrees that the parking on the Lands shall comply with the following:

- (a) All 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 the foregoing, pathways shall not be finished with asphalt.
- (b) The limits of the new space parking area adjacent to the proposed Lawtons and commercial retail unit shall be defined by curb and such curbing shall not be asphalt.

- 3.5.2 The Development Officer may approve, upon application by the Developer, changes to the number of parking spaces, and the parking and circulation layout illustrated on Schedule B, provided that, in the opinion of the Development Officer, such changes are minor in nature and further the intent of Section 3.5 and this Agreement.

3.6 Lighting

- 3.6.1 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways 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; and
- (b) The Lighting Plan and description shall contain sufficient detail to enable the Development Officer to ensure compliance with the requirements of Section 3.6.

3.7 Landscaping

Landscape Plan

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

Landscape Details:

- 3.7.2 Planting details for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.7.3 No landscaping greater than 0.6 metres (2 feet) in height shall be permitted within the daylight triangle.
- 3.7.4 A landscaped buffer having a minimum width of 15 feet (4.6m) shall be provided along the frontage of the site parallel to the Bedford Highway, except where impractical due to the proposed relocation of the Metro Transit Bus Bay, as generally illustrated on Schedule F. The landscaped buffer shall include grass, or alternatively, natural ground covers such as stone, mulch, perennials, annuals or other features deemed acceptable by the Development Officer.

Entrances:

- 3.7.5 Decorative plantings shall be provided at the entrances to the building consisting of a combination of small decorative trees, shrubs and ground covers.

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 Agreement.
- 3.7.7 Notwithstanding subsection 3.7.6, the 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 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

- 3.8.1 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 Signage

- 3.9.1 The Developer may replace the two existing ground signs for the Empire Cinemas and the Mill Cove Plaza with the two proposed ground signs provided that the signs, in the opinion of the Development Officer, generally conform to those illustrated on Schedule H, do not exceed the height indicated on Schedule H and provided that signage shall only be permitted to identify the businesses located on the Lands.
- 3.9.2 No sign shall obstruct the vision of drivers (intersection site triangles) leaving/entering the Lands, or detract from the visibility or effectiveness of any traffic sign or control device on public streets.
- 3.9.3 No flashing lights shall be incorporated in the sign and any lighting shall be arranged so as not to be directed at neighbouring properties.
- 3.9.4 Except as otherwise specifically provided for above, all signs shall comply with the requirements of the Bedford Land Use By-law.
- 3.9.5 The base of the new ground signs shall be of a material and colour which is complementary to the building and shall generally conform to Schedule H.
- 3.9.6 The Development Officer may approve changes to the size and location of signs, provided such modifications are considered minor and comply with the intent of this Agreement in the opinion of the Development Officer.

3.10 Construction Trailer

A trailer shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction of the development in accordance with this 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

- 3.11.1 No outdoor storage or display shall be permitted on the Lands. Refuse containers located outside the building shall be fully screened from adjacent properties and from the Bedford Highway by means of opaque fencing/masonry walls with suitable landscaping.
- 3.11.2 Propane tanks and electrical transformers shall be located in the rear yard and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing/masonry walls with suitable landscaping.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Bus Bay and Slip Lane Reconfiguration

The Developer shall carry out the work necessary to remove the existing slip lane, relocate the Metro Transit Bus Bay and reconfigure the exit/entrance to the site at the intersection of the Bedford Highway and Hammonds Plains Road as generally illustrated on the Schedules and in conformance with the standards of the Municipal Service System Specifications Manual unless otherwise acceptable to the Development Engineer and subject to minor modifications at the detailed design stage at the discretion of the Development Engineer.

4.3 Off-Site and On-Site Disturbance

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

4.4 Underground Services

All secondary electrical, telephone and cable service to the proposed development shall be underground installation.

4.5 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 securities 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.

4.6 Municipal Water Distribution and Sanitary Sewers

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

4.6.2 The sanitary sewer system shall conform with the standards of the Municipal Service Systems Specifications Manual, unless otherwise acceptable to the Development Engineer.

4.7 Blasting

All blasting shall be conducted in accordance with By-law B-300 (Blasting By-Law) as amended from time to time.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plan

5.1.1 The Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourses and man made systems 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 the following:

- (a) The schematics and information included in the Schedules;
- (b) The requirements of the Municipal Service Systems Specifications Manual and the Nova Scotia Department of Environment.

- 5.1.2 All storm water facilities shall be maintained in good 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 Erosion and Sedimentation Control Plan

- 5.2.1 The Developer agrees to 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 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 Environment and Labour. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.
- 5.2.2 Prior to the commencement of onsite work 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 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 this Agreement.

5.3 Securities - Grade Alteration Permit

Prior to the issuance of a Grade Alteration Permit, the Developer shall post security in the amount of \$2000 in addition to the securities required for the Grade Alteration Permit, to ensure that all environmental protection measures 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, in consultation with the Development Engineer, and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the Erosion and Sedimentation Control measures to the satisfaction of the Development Officer, in consultation with the Development Engineer shall be cashed and deposited to the Municipality.

5.4 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 Parts 4 and 5, 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 plans.

6.0 AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 8.3.1 of this agreement;
- (b) The granting of an extension to length of time for the completion of the development as identified in Section 8.3.2 of this agreement;
- (c) The granting of an extension to the length of time for completion of an addition of a second floor as identified in section 3.3 (d) of this Agreement;
- (d) Changes to the exterior architectural appearance of the buildings or the design, layout and positioning of the buildings from that shown on the Schedules, provided that plans are submitted for any changes and that such changes, in the opinion of Council, are minor in nature; and
- (e) Changes to the space allocated to individual units within the building provided that such changes would not increase the footprint or gross floor area of the building, but would alter the size of individual units by more than 10%.

In considering the approval of a non-substantive amendment under Section 6.2, property owners within 500 feet 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 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.

7.2 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 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 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; and/or
- (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 discharge this Agreement by Resolution, whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Bedford 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.

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 Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of this Agreement.

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 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 at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

8.2 Subsequent Owners

- 8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by 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 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 Agreement at the Registry of Deeds, 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 written request of the Developer, grant an extension to the date of commencement of construction.
- 8.3.2 If the Developer fails to complete the development, or after 7 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, 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.

8.4 Completion of development

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

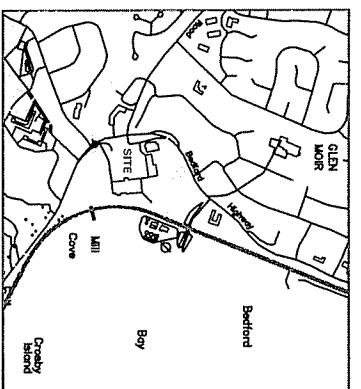
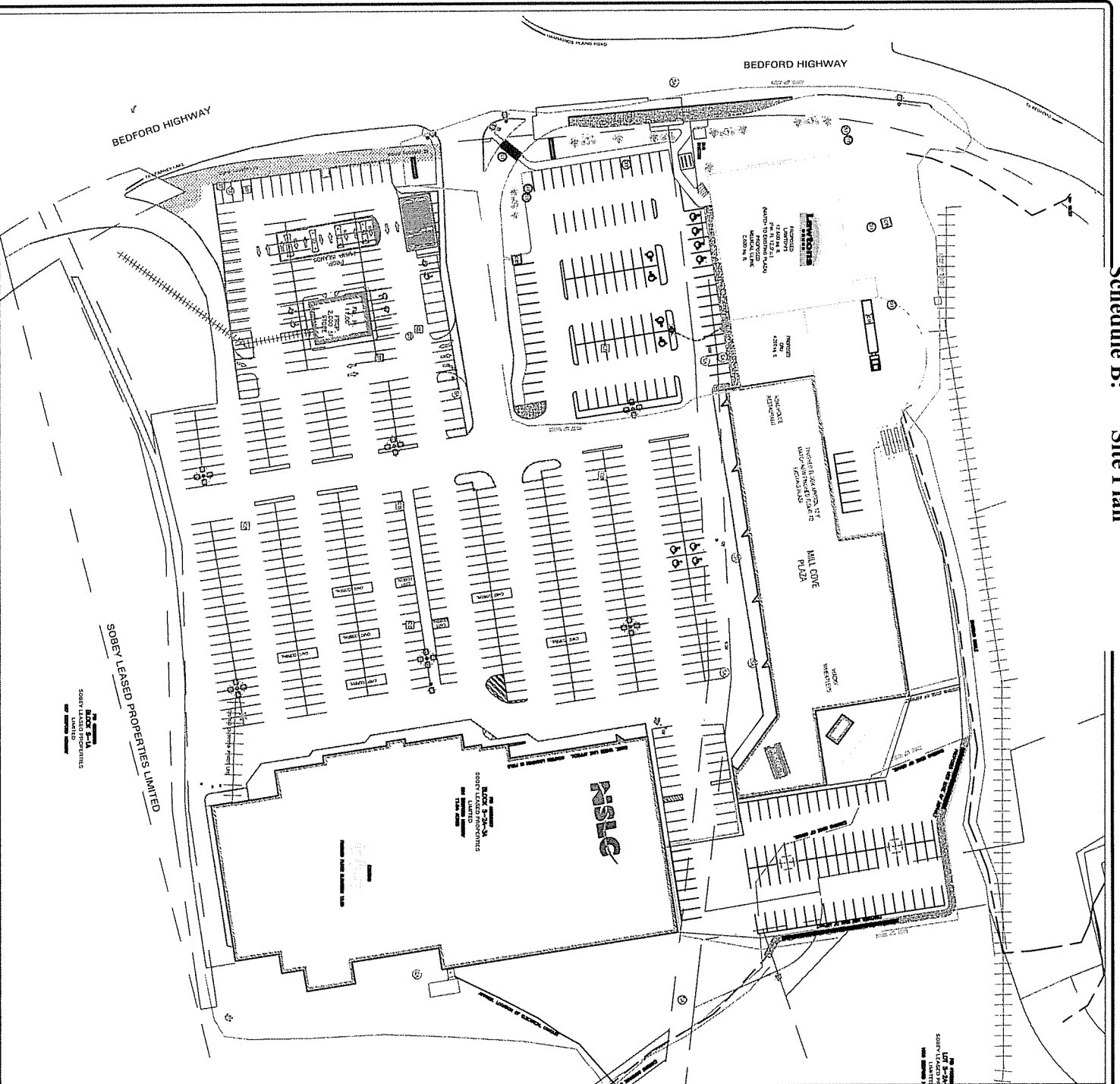
- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Bedford, as may be amended from time to time.

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) SOBEY LEASED PROPERTIES LIMITED
)
in the presence of)
) Per: _____
_____)
)
)
)

SEALED, DELIVERED AND)
ATTESTED to by the proper)
signing officers of Halifax Regional) HALIFAX REGIONAL MUNICIPALITY
Municipality duly authorized)
in that behalf in the presence) Per: _____
of) MAYOR
_____)
) Per: _____
) MUNICIPAL CLERK
)

Schedule B: Site Plan



KEY PLAN

Lawtons
DRUGS

SOBEY LEASED PROPERTIES LIMITED

EMILES
ENGINEERING & CONSTRUCTION SERVICES

LAWTONS DRUGS STORE

MILL COVE PLAZA

BEDFORD, NOVA SCOTIA

PROPOSED CONDITIONS

~SURFACE~

DRAWN BY:

R. Bezanon

CHECKED BY:

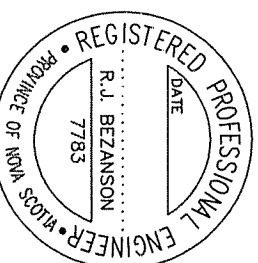
R. Bezanon

DATE:

AUG. 2007

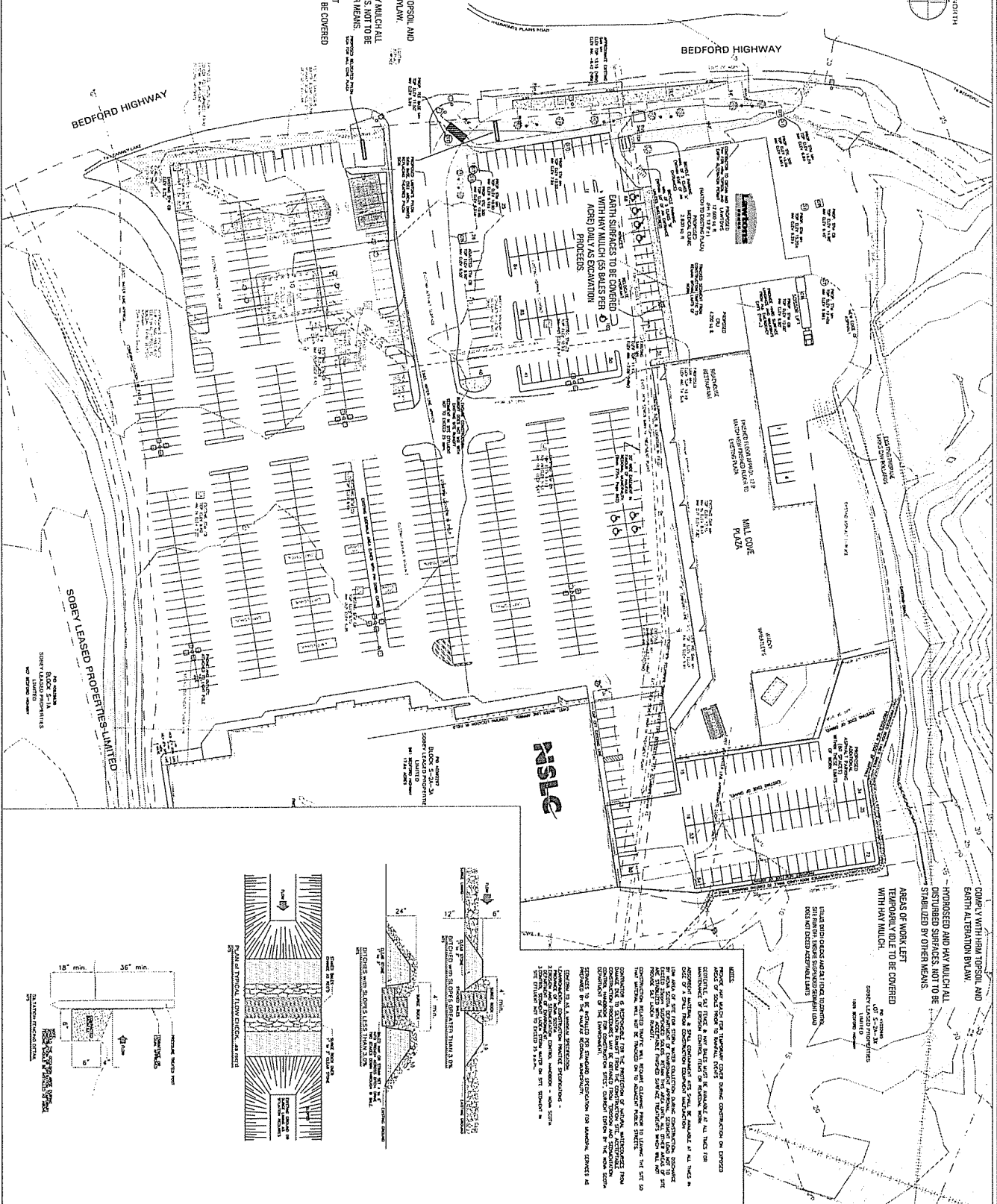
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1" = 125.0'



070323-OVRAL

Schedule "C" Erosion and Sedimentation Control Plan (Larger copy in file)



CONVEY WITH HAY MULCH, AND
EARTH ALTERATION BY LAW.
DISTURBED SURFACES NOT TO BE
STABILIZED BY OTHER MEANS.
AREAS OF WORK LEFT
TEMPORARILY IDLE TO BE COVERED
WITH HAY MULCH.

AREAS OF WORK LEFT
TEMPORARILY IDLE TO BE COVERED
WITH HAY MULCH.

ASLC

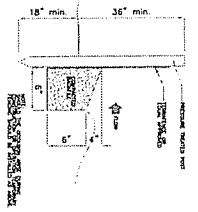
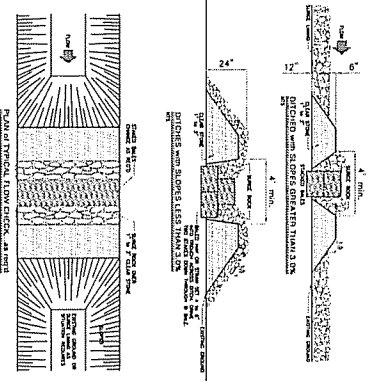
SOBEY LEASED PROPERTIES
LIMITED

SOBEY LEASED PROPERTIES
LIMITED

BEDFORD HIGHWAY

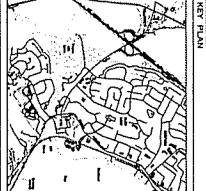
BEDFORD HIGHWAY

MILL COVE
PLAZA



AREAS OF WORK LEFT
TEMPORARILY IDLE TO BE COVERED
WITH HAY MULCH.

AREAS OF WORK LEFT
TEMPORARILY IDLE TO BE COVERED
WITH HAY MULCH.



NOTES
1. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
3. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

LEGEND
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2. EROSION AND SEDIMENTATION CONTROL MEASURES
3. EROSION AND SEDIMENTATION CONTROL MEASURES

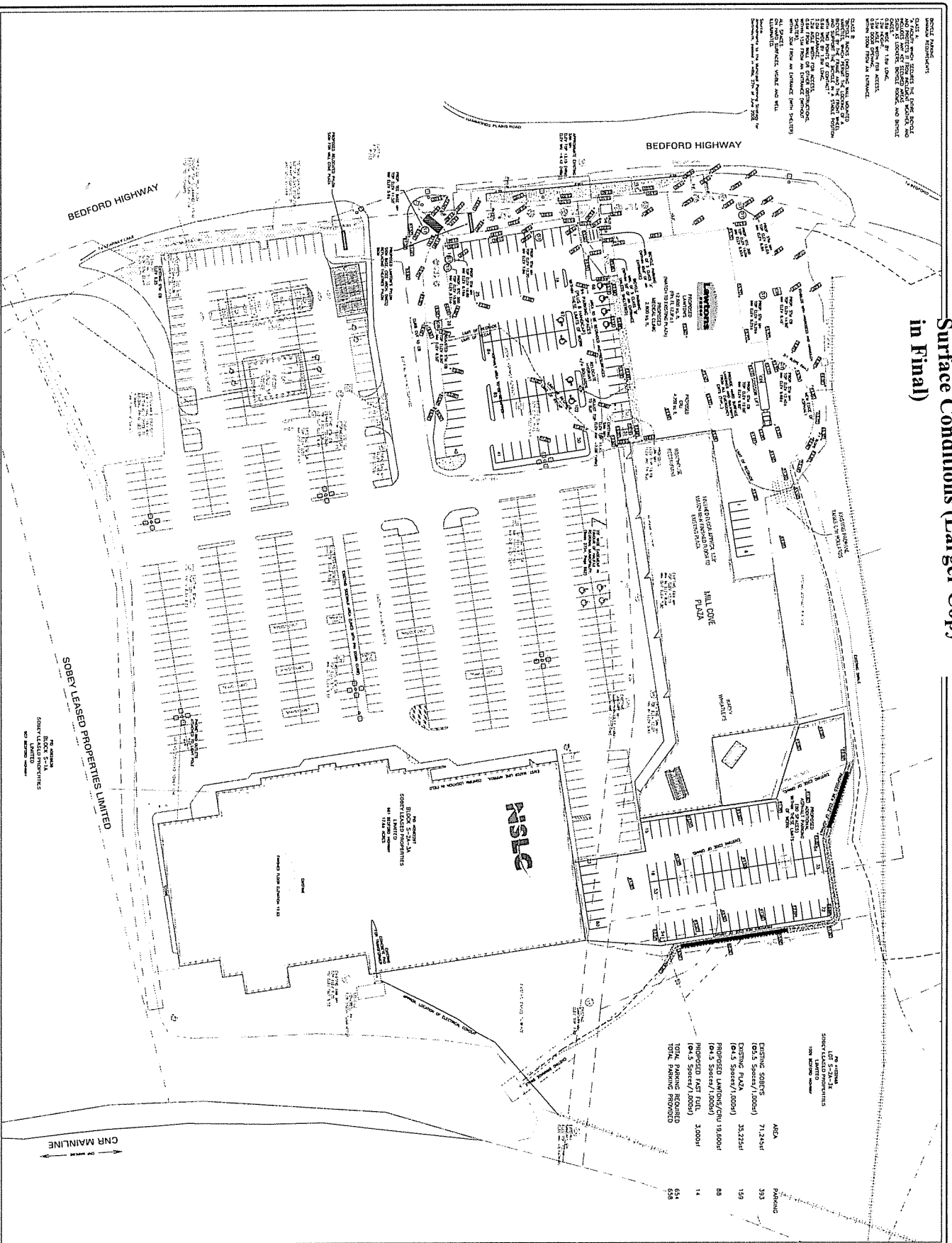
PROPOSED CONDITIONS
20 AUGUST 2007

Lawtonsz
Drugs
SOBEY
LEASED
PROPERTIES
LIMITED

ENGINEERING & CONSULTING SERVICES
PROPOSED CONDITIONS
20 AUGUST 2007

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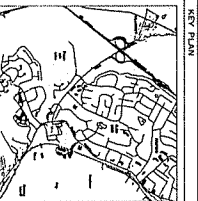
Schedule D: Proposed Conditions - Surface Conditions (Larger Copy in Final)



NOTES:
1. ALL PROPOSED CONDITIONS ARE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.
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10. THE PROPOSED CONDITIONS ARE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.

EXISTING STONE
(65.5 Speed/1,000ft)
EXISTING PLAZA
(64.5 Speed/1,000ft)
PROPOSED LANTONZ/CSU 19,800ft
(64.5 Speed/1,000ft)
PROPOSED FAST FILL
(64.5 Speed/1,000ft)
TOTAL PARKING REQUIRED
TOTAL PARKING PROVIDED

AREA	PARKING
EXISTING STONE	393
EXISTING PLAZA	159
PROPOSED LANTONZ/CSU 19,800ft	80
PROPOSED FAST FILL	14
TOTAL PARKING REQUIRED	654
TOTAL PARKING PROVIDED	638



NOTES

1. ALL PROPOSED CONDITIONS ARE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.
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PROPOSED CONDITIONS
20 AUGUST 2007

Lawtonz
Drugs

SOBEY
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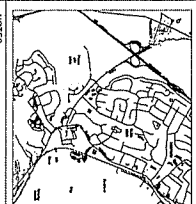
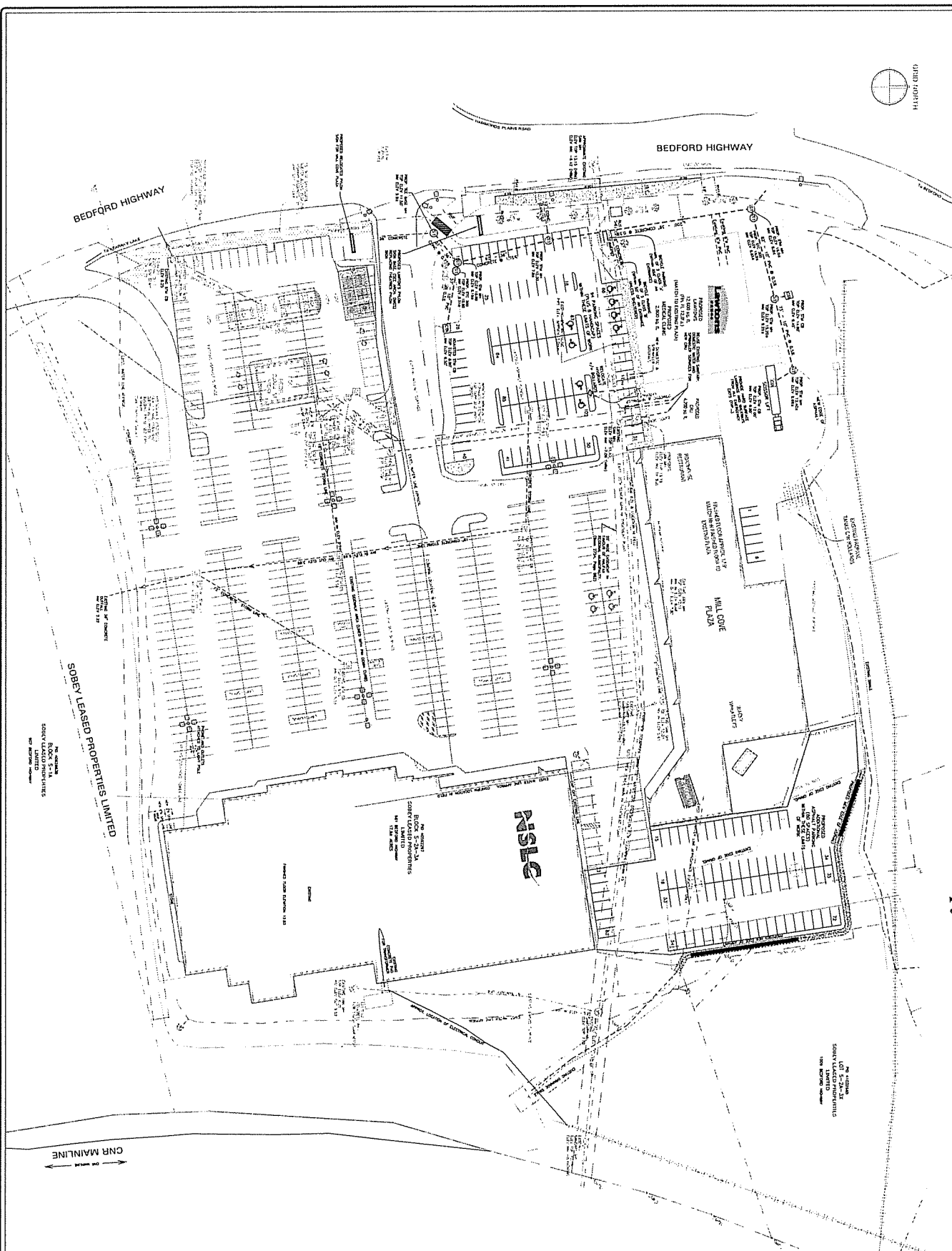
ENGINEER'S CONSULTING SERVICES

LANTONZ DRUGS STORE
20000 BEDFORD HIGHWAY
SCARBOROUGH, ONTARIO M1S 4S7

PROPOSED CONDITIONS
20 AUGUST 2007

2 - 07/0323-02

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NOTES

PROJECT INFORMATION
 Sources: *Neuro Science and Behavior: Foundations—Principles—Covers*
<http://www.sagepubpubs.com/> (25 April 2003)

Existing but boundaries where the data gaps are to be
 considered a practical representation of presently being
 with appropriate and high, configuration and location of
 parties only.

LEGEND:

LEGEND:

1. **MOORE**
 2. **WORTHEN WILL**
 3. **SWANSON WARE**
 4. **STROM WARE**
 5. **CARROLL BORN**
 6. **PAE WARE**
 7. **CAT WARE**
 8. **WILSON PAE WARE**
 9. **SWIFT WARE**
 10. **PAUL**
 11. **LOFT STAMPS**

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PROPOSED CONDITIONS
20 AUGUST 2007

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EMILES
ENGINEERING & CONSTRUCTION SERVICES
10000 101ST AVE., SUITE 100, BURNABY, B.C. V5N 1K1
TEL: (604) 291-1000 FAX: (604) 291-1001

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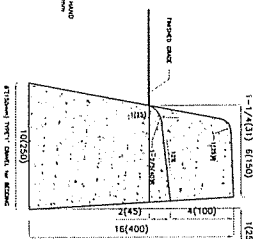
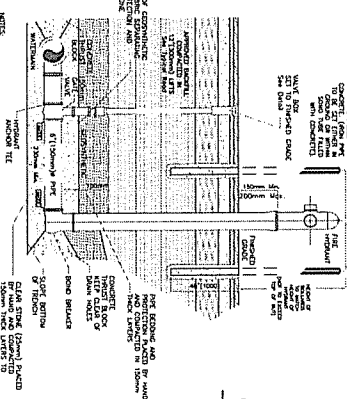
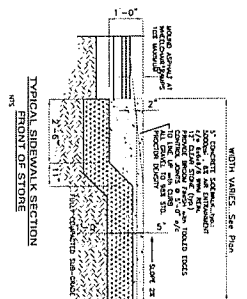
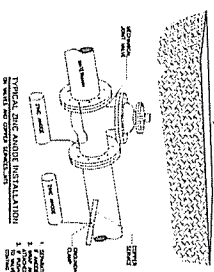
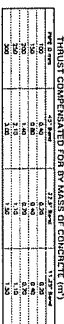
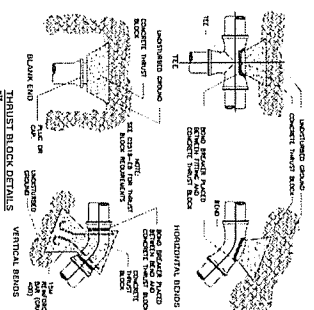
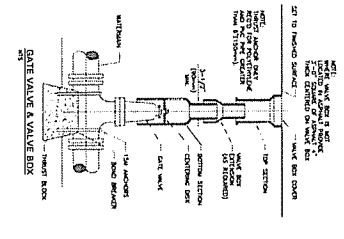
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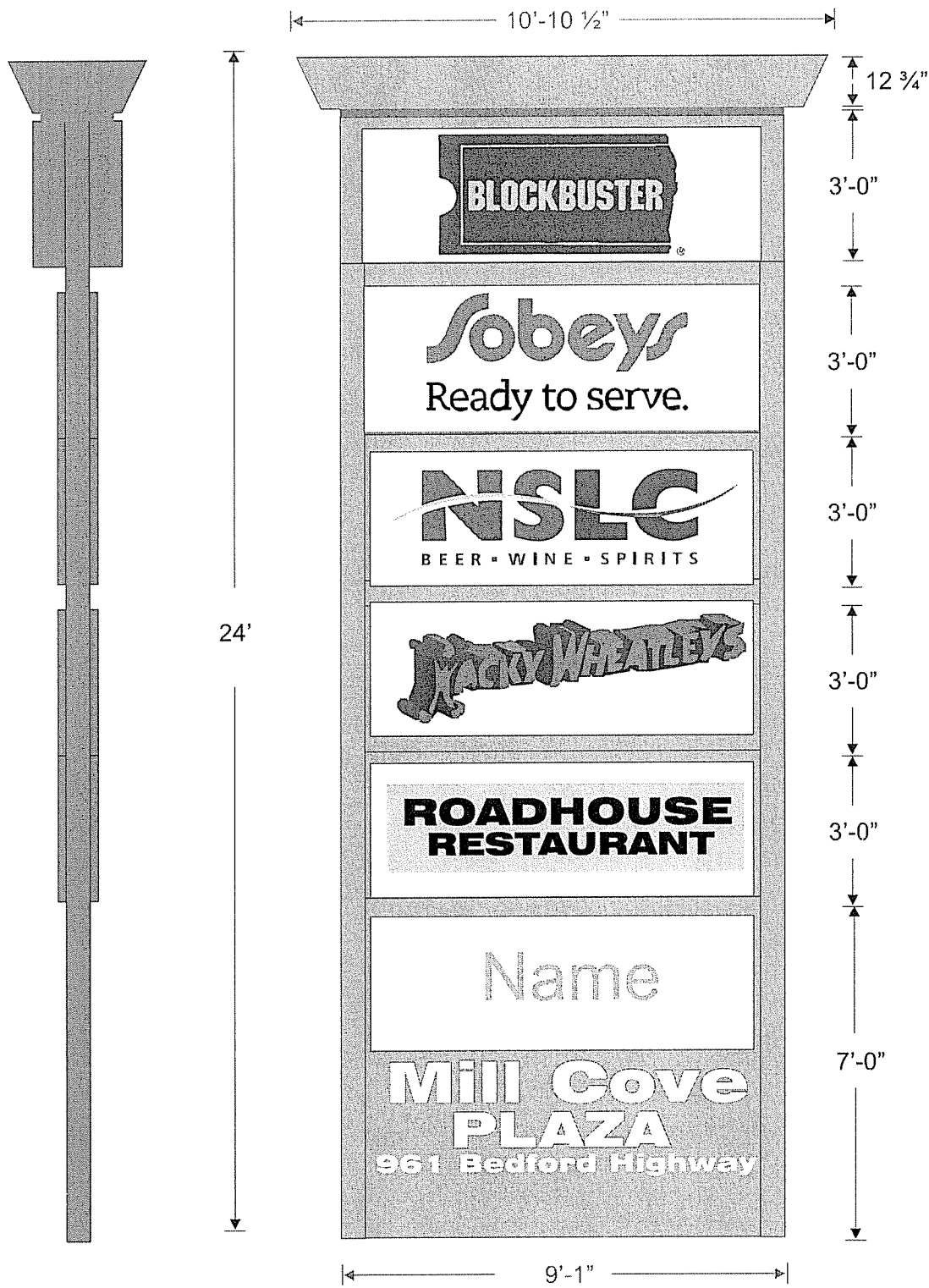
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Depth (m)	4.5° beam	32.5° beam	11.5° beam
100	0.50	0.26	0.20
150	0.50	0.26	0.20
200	0.50	0.26	0.20
250	0.50	0.26	0.20
300	0.50	0.26	0.20

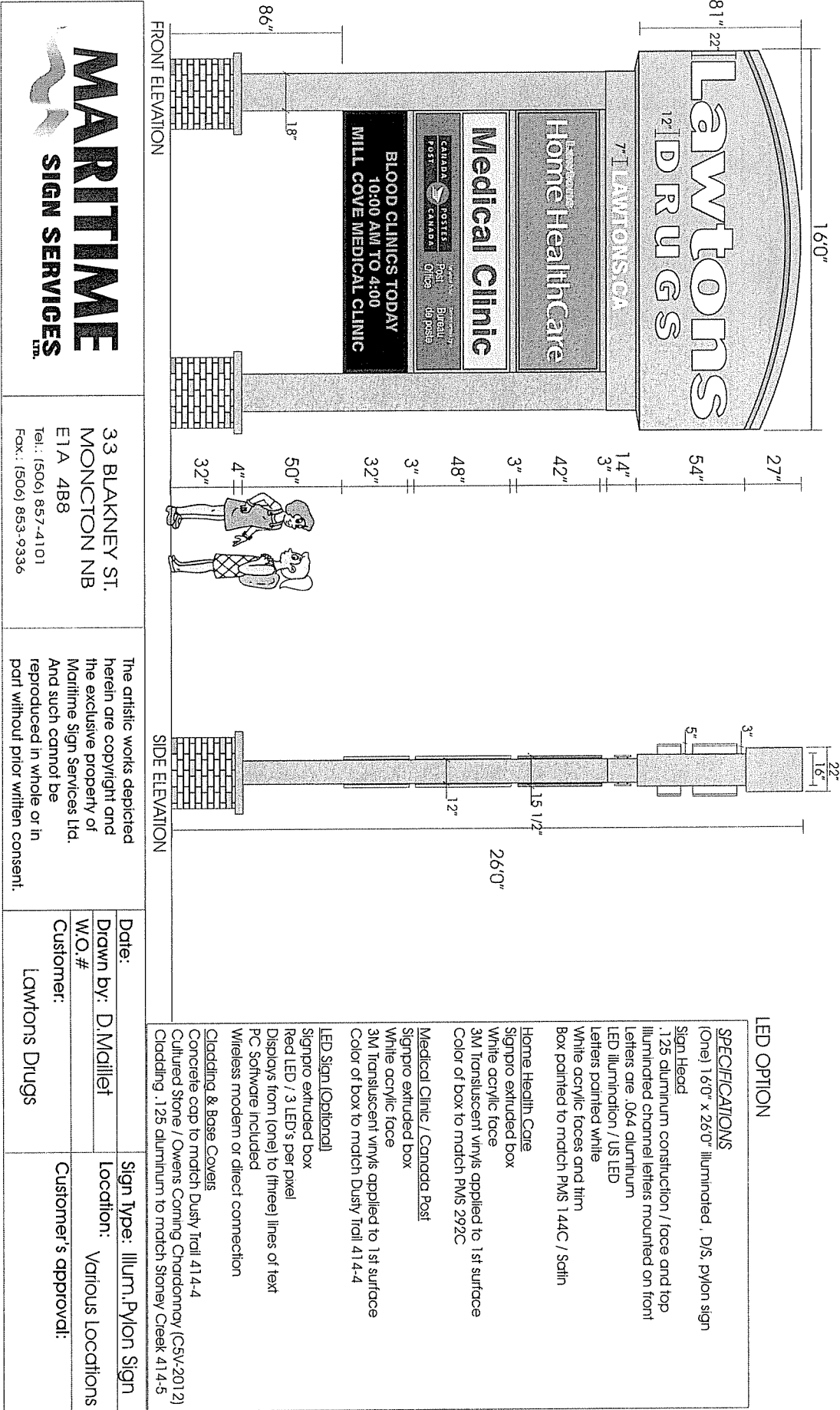
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Schedule H:Proposed Signage
Details (1)

Mill Cove Plaza Pylon Sign

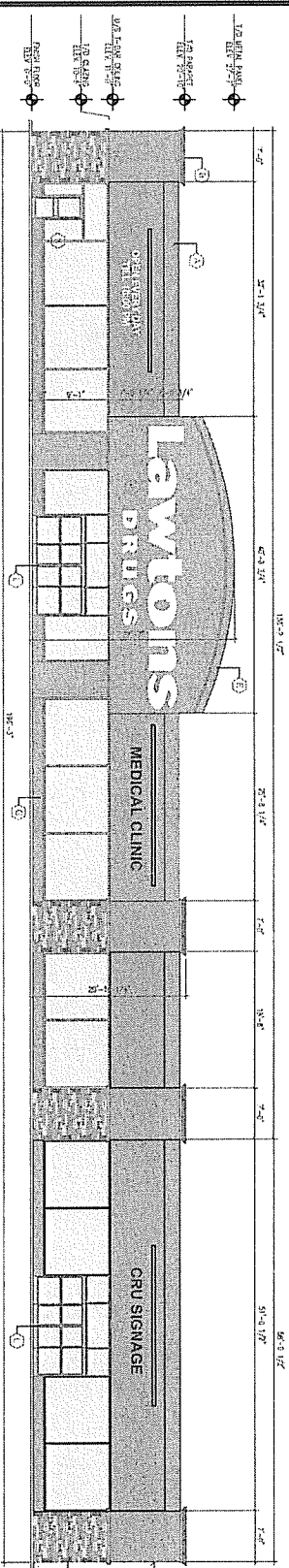


Schedule H: Proposed Signage
Details (2)

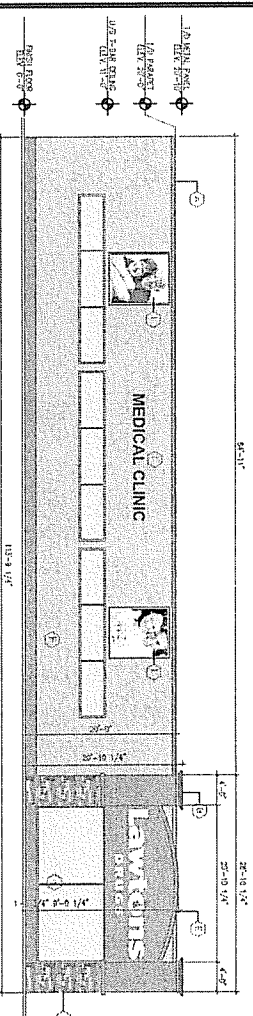




ATLANTIC OFFICE
113 FORD STREET STELLAMANT, NS B3K1X0
(902) 755-8371 (902) 755-2327



FRONT ELEVATION: SINGLE STOREY



LEFT ELEVATION: SINGLE STOREY

Schedule I: Proposed Building Elevations

1	PERFORM WORK ON PLASTER (41-4)
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ELEVATIONS

EXTERIOR
ELEVATION
15,000 SQ. FT.
+ CRU

DATE: MAY 11/07

SCALE: 1/16" = 1'

DRAWN BY: JHK

PROJECT NAME: LAWTONS MILL COVE

PROJECT NO. 15,000 SQ. FT. + CRU

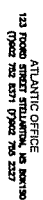
DATE: MAY 11/07

SCALE: 1/16" = 1'

DRAWN BY: JHK

PROJECT NAME: LAWTONS MILL COVE

PROJECT NO. 15,000 SQ. FT. + CRU



Architectural elevation drawing of a building facade. The drawing includes the following elements and dimensions:

- Top Section:** A row of windows with a height dimension of 12'-0" and a width dimension of 12'-0".
- Left Section:** A storefront with a height dimension of 12'-0" and a width dimension of 12'-0". It features a sign that reads "LAWTON'S DRUGS".
- Middle Section:** A storefront with a height dimension of 12'-0" and a width dimension of 12'-0". It features a sign that reads "MEDICAL CLINIC".
- Right Section:** A storefront with a height dimension of 12'-0" and a width dimension of 12'-0". It features a sign that reads "CRUISE SIGNAGE".
- Dimensions:** The overall width of the building is 12'-0". The overall height of the building is 12'-0".

Architectural floor plan of the 1st floor of the Law Offices building. The plan shows a central corridor with rooms on both sides. The left side includes a 'MEDICAL CLINIC' and several smaller rooms. The right side includes a 'LAW OFFICES' area and several smaller rooms. The plan is oriented with North (N) at the top. Dimensions are provided for various sections. The building is located at 112-3 1/2 St. and 112-3 1/2 St. The plan is drawn at a scale of 1/8" = 1'-0".

1	PERFORMED TASK OF PLACING STANDARDIZATION FORM IN MAILBOX
2	MAINTAINED ORDER
3	MAINTAINED ORDER
4	CONDUCT OF TASK PERFORMANCE FORM (14-1)
5	MAINTAINED ORDER (GOOD STAFF) MAINTAINED ORDER (GOOD STAFF) MAINTAINED ORDER (GOOD STAFF) TO WHICH (GOOD STAFF)
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100	MAINTAINED ORDER

Schedule I: Proposed Building Elevations (2)

E2R0

**EXTERIOR
ELEVATION
15,000 SQ. FT.**

DRUGS AND NOURISH

Drawing by
 J.H.K.

FOUO

$$1/16'' = 1$$

MAY 1/07

SOBRE PROJETO M...

COVERING THE

**EXTERIOR
ELEVATION
15,000 SQ. FT.**

Attachment B: MPS Policies (Bedford)

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 C-9:

It shall be the intention of Town Council to consider discharging the agreements made pursuant to Policy C-8 upon the completion of the development. Council may thereafter zone the CCDD in such a manner as to be consistent with the development, by creating a specific zone for the site which incorporates the uses provided for in the development agreement as well as provisions consistent with Sections 53 and 54 of the Planning Act.

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.

6. Where this plan provides for development agreements to ensure compatibility or reduce potential conflicts with adjacent land uses, such agreements may relate to, but are not limited to, the following:
 - i) type of use, density, and phasing;
 - ii) traffic generation, access to and egress from the site, and parking;
 - iii) open storage and landscaping;
 - iv) provisions for pedestrian movement and safety;
 - v) provision and development of open space, parks, and walkways;
 - vi) drainage, both natural and subsurface;
 - vii) the compatibility of the structure(s) in terms of external design and external appearance with adjacent uses; and,
 - viii) the implementation of measures during construction to minimize and mitigate adverse impacts on watercourses.
7. Any other matter enabled by Sections 73 and 74 of the Planning Act.
8. In addition to the foregoing, all zoning amendments and development agreements shall be prepared in sufficient details to:
 - i) provide Council with a clear indication of the nature of the proposed development; and
 - ii) permit staff to assess and determine the impact such development would have on the proposed site and the surrounding community.
9. To assist in the evaluation of applications to enter into development agreements, Council shall encourage proponents to provide the following information:
 - a) a plan to a scale of 1":100' or 1":40' showing such items as:
 - i) an overall concept plan showing the location of all proposed land uses;
 - ii) each residential area indicating the number of dwelling units of each type and an indication of the number of bedrooms;
 - iii) description, area, and location of all proposed commercial, cultural, mixed-use projects proposed;
 - iv) location, area, shape, landscaping and surface treatment of all public and private open spaces and/or park areas;
 - v) plan(s) showing all proposed streets, walkways, sidewalks, bus bays and bike routes;
 - vi) a description of any protected viewplanes; and,
 - vii) an indication of how the phasing and scheduling is to proceed.
 - b) For individual phases of a development more detailed concept plans are to be provided indicating such items as maximum building heights, location and configuration of parking lots, landscaping plans, and any additional information required to be able to assess the proposal in terms of the provisions of the Municipal Planning Strategy.
 - c) Plans to the scale of 1":100' showing schematics of the proposed sanitary and storm sewer systems and, water distribution system.

10. Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-July 2/02; Effective-Aug 17/02)

Attachment C: LUB Requirements for CCDD Zone

**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.

Attachment D: Public Information Meeting Minutes - May 28, 2007

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 01035 - Sobey Leased Properties Limited**

**7:00 p.m.
Monday, May 28, 2007
Basinview Drive Community Elementary School**

STAFF IN

ATTENDANCE: Joseph Driscoll, Planner, HRM Planning Services
Andrew Bone, Planner, HRM Planning Services
Cara McFarlane, Administrative Support, HRM Planning Services

APPLICANT: David Wallace, Sobey Leased Properties Limited

ALSO PRESENT: Councillor Gary Martin, District 21

PUBLIC IN

ATTENDANCE: 8

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

1. Opening remarks/Introductions/Purpose of meeting - Joseph Driscoll

Mr. Driscoll introduced himself as the Planner carrying the application through the planning process; Councillor Gary Martin, District 21; David Wallace, representative from ECL Properties; and Cara McFarlane, HRM Planning Services.

The meeting agenda was reviewed.

The purpose of a public information meeting is to identify to the public that Halifax Regional Municipality (HRM) has received an application for a development agreement, inform the public of the planning process with regards to a development agreement and what criteria HRM will be looking at when reviewing this application. No decisions are made at this meeting.

2. Overview of planning process - Joseph Driscoll

Mr. Driscoll explained what a development agreement is and the process.

A development agreement is subject to the approval of North West Community Council (NWCC). There are a variety of things that staff and the applicant can negotiate through the process. The

applicant's proposal would be compared against the policies set out in the Bedford Municipal Planning Strategy (MPS) and from this, staff would provide their recommendation. There are many opportunities for public participation.

The development agreement process typically takes between six and eight months. Tonight's meeting, the Public Information Meeting, is the first step. In the future, staff will go through a detailed review of the proposal. Eventually, staff will prepare a staff report which will include an analysis of the application based on the policies in the Bedford MPS and make a recommendation to Council as to whether staff feels that the proposal meets the intent of the policies. A draft development agreement will also be created. Before the application goes to NWCC, it will go through the Bedford Watershed Advisory Board (BWAB) and North West Planning Advisory Committee (NWPAC). BWAB will make recommendations to NWCC based on general issues regarding preservation and natural environment and the integrity of watercourses. NWPAC will review the application and make recommendations to NWCC. A public hearing date will be set by NWCC. At the public hearing there will be another opportunity for the public to make comments to Council prior to a decision. Once the public hearing has taken place (usually the same night), NWCC will be in the position to make a decision on the application. Once a decision is made, a fourteen day appeal period will follow.

3. Presentation of Proposal - Joseph Driscoll

The application is by Sobey Leased Properties Limited to redevelop the current site of Empire Theatres at Mill Cove Plaza to allow a two-storey office/retail building.

A location map was shown.

All the lands on this parcel are designated and zoned Commercial Comprehensive Development District (CCDD) which is given to specific properties in Bedford that were identified for being priority centres for commercial development. Any CCDD site has to be taken through the development agreement process.

An aerial view was shown.

The purpose of the CCDD Zone is to ensure that priority sites are reviewed in a comprehensive way through the development agreement process. A variety of commercial and residential land uses are permitted within the CCDD designation. In this case, the applicants are applying for a retail and office building which is permitted in the zone subject to entering into a development agreement.

Policies C-7 and C-8 of the Bedford MPS established that council (in this case NWCC) can hear applications for new CCDD or amendments to existing development agreements. In this case, there is an existing development agreement (Mill Cove Plaza) which has been amended several times over a number of years.

In 1983, the original Mill Cove Plaza development agreement was signed which enabled the development of the lands in three phases. The Empire Theatres site was developed in 1988 as an amendment to Phase 2 which permitted warehouse/retail space, the theatre complex itself and a two-storey commercial office building which has recently been amended to allow a retail gas bar rather than the two-storey commercial office building at that location. This application before us is to now amend the same development agreement to permit a two-storey office/retail building instead of the theatre complex.

The proposal is for a 19,600 square foot retail office building. Initially, it would house a Lawtons, 2,800 square feet for medical offices and 4,200 square feet for retail and office uses. The applicants have also requested that the development agreement allow a second floor on top of the initial one-storey building in the future. The proposed uses for the second floor would be office and retail uses and in all likelihood medical offices.

Presentation - David Wallace

Sobey Leased Properties Limited has been a part of the Bedford community for 25 years and have contributed to the growth and success of Bedford as a commercial hub.

The site in question is located at 961 Bedford Highway. It opened in 1983 and involves two tracks of land consisting of 24 acres.

The original three phase development agreement started in 1983. It involved a 9,000 square foot warehouse/retail building (Sobeys, liquor store and medical clinic). Originally, a 32,000 square foot warehouse/retail and 80,000 square feet of office space was included. As well, there was 40,000 square feet office/hotel and multiple residential buildings that allowed for 150 units. In 1988, Phase 2 development agreement was amended. This was to allow for a 32,000 square foot retail/strip plaza (there today), 1,500 seat theatre complex and a two-storey office building. Phase 3 agreement was amended in 1995 to include the fire station, four multiple unit residential buildings (which allowed for 150 units), a future commercial site and two green spaces (parkland/open space). Just recently, Phase 2 development agreement was amended to allow for a 3,000 square foot convenience store and gas bar.

The development request is to build a 19,600 square foot addition to the existing strip. This would house a 12,600 square foot Lawtons, 2,800 square foot medical clinic. There will be an additional 4,200 square feet of commercial retail or office space attached to the Lawtons. Lawtons would like to have the option to add a second storey (depending on demand).

The developer would like to take the existing egress slip lane for the site and push it closer to the Bedford Highway to ease the traffic flow and to help increase the area for parking. The area for parking will improve the site (net gain of approximately 50 parking spaces).

The existing ditch will be filled in and a stormwater pipe put in for drainage. The whole area will be landscaped with trees, shrubs and perennials. It will also act as a buffer from the Bedford Highway.

The pedestrians who get off at the bus stop will be able to walk across the slip land to the Lawtons and continue down the plaza to Sobeys or continue to the waterfront.

There will be two new signs. One for Lawtons and one for Mill Cove Plaza (locations shown on screen).

The height and footprint of the proposed building will be smaller than that of the theatres.

The proposal recognizes the goals for the Regional Plan and is in accordance with the Bedford Land Use By-law (LUB) and complies to all land uses.

A copy of Mr. Wallace's presentation is available upon request.

4. Questions/Comments

Bruce Ford, Bedford, referring to the site plan, wondered if there was still a plan for a high speed ferry. He suggested a bus route down Hammonds Plains Road; come through the entrance of Sobeys; and down by Blockbuster where there would be an accessway, for buses only, across the tracks to the waterfront which would lead to the high speed ferry. Mr. Driscoll said that part of the review team includes Traffic Services, Development Engineering, and Metro Transit. The suggestion will be passed along.

Mr. Ford asked if there has been any thought of putting in a sidewalk along the Bedford Highway in front of the proposed site. The onus may be on HRM to do this but it would be a good time to work that project in. Mr. Driscoll explained that the same issue was brought up during the gas bar application and one of the issues with a sidewalk is where to put it as there isn't much room there. He agrees that it would have to be an integrated approach between HRM and Sobeys. The comment will be taken back to the review team.

Mr. Wallace showed an aerial view of the area. There is not a lot of room to work with (in terms of the grades) to construct a sidewalk. A sidewalk is definitely needed around the bridge. All land owners in the area and HRM should look at a better sidewalk network on the side of the proposed site. Mr. Ford said in the short term it would be great to have something from the bottom of Moirs Mill Road or Nelsons Landing right through to the proposed site as there will probably be a lot of foot traffic and the area needs to be made safe especially if HRM is promoting active living/transportation. Mr. Wallace mentioned that the fast ferry could happen on the waterfront behind Sobeys but there may be problems and issues in terms of parking. Once the decision is made, the framework for pedestrian connectivity could blend in nicely.

Councillor Martin mentioned that the foot path from the fire station down to the proposed site has been worn out as it is used by so many people. He will have staff look into the possibility of constructing a sidewalk in that area. In terms of lighting, he also would like to see a clause in the development agreement on Crime Prevention Through Environmental Design (CPTED) so customers feel safe. He mentioned that members of CPTED would do an audit for the applicant.

One resident mentioned that the existing lighting needs to be fixed. It is very dangerous walking in the area when it is dark. Mr. Wallace mentioned that once the gas bar goes in there will be more lighting.

David Braha, Bedford, asked when the building might be constructed. Pending approval of the application, Mr. Wallace hopes it will be in September or October of 2007. The applicant would like to see the building open by Christmas. Mr. Driscoll indicated that council's approval by September may be optimistic.

Sheila Mooney, Bedford, asked if Sobeys will remain on the site to which Mr. Wallace replied that everything else will be staying.

Mr. Braha asked if Lawtons in Sunnyside Mall will be moving to the proposed location. Mr. Wallace could not answer at this time.

Mr. Ford asked if the parking lot could be livened up a bit with some small trees and more green area. Mr. Wallace said that would be fine as long as it didn't impede the existing parking. There will be a lot of landscaping done at the gas bar and the buffering between the Bedford Highway and the proposed site.

Mr. Braha asked if an elevator would be installed in the building if the second floor was created. Mr. Driscoll mentioned that the square footage of the building would require an elevator plus medical offices would have to have one for accessibility.

Mr. Braha asked what the proposed plan is for the empty portion of land. Mr. Wallace said as of right, through the existing development agreement, four multi unit residential buildings (maximum of 150 units) can be built there with access from Convoy Run. A commercial building is also allowed but the terrain and access to the area is not the greatest. The development agreement has a timeline and it is up in 2010. Until 2010, the applicant can build the commercial and residential buildings on the property as of right. If it is after 2010, the applicant would have to apply to extend the timeline or reapply for something else at a later date.

5. Closing comments

Mr. Driscoll thanked everyone for coming to the meeting and expressing their comments and concerns.

6. Adjournment

The meeting adjourned at approximately 7:48 p.m.