



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 10.1.1
North West Community Council
June 11, 2018

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Kelly Denty, Acting Director, Planning and Development

Original Signed

Jacques Dubé, Chief Administrative Officer

DATE: April 5, 2018

SUBJECT: **Case 21094: Development Agreement Discharge and Land Use By-law amendment for Clearwater Seafoods, 757 Bedford Highway, Bedford**

ORIGIN

Application by Sunrose Land Use Consulting, on behalf of Clearwater Seafoods Limited Partnership

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Approve, by resolution, the proposed Discharging Agreement, which shall be substantially of the same form as set out in Attachment A of this report;
2. Require the Discharging Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council; otherwise this approval will be void and obligations arising hereunder shall be at an end.
3. Give First Reading to consider approval of the proposed amendments to the Land Use By-law for Bedford, as set out in Attachment B, to apply zoning which permits the continued use of the existing building at 757 Bedford Highway for Clearwater Seafoods, and schedule a public hearing;
4. Adopt the amendment to the Land Use By-law for Bedford, as set out in Attachment B.

BACKGROUND

Sunrose Land Use Consulting, on behalf of Clearwater Seafoods Limited Partnership, has applied to discharge an existing development agreement and apply appropriate zoning to 757 Bedford Highway to reflect the existing use and building within the Bedford Plan Area. This would allow Clearwater to construct an accessory parking garage for their employees and customers, on their existing surface parking lot, subject to the C-2B Zone of the Halifax Mainland Land Use By-law.

| | | |
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| Subject Site | 757 Bedford Highway, Bedford (PID 40728081) | |
| Location | East side of the Bedford Highway, on the boundary of Halifax and Bedford | |
| Regional Plan Designation | Harbour | |
| Community Plan Designation (Map 1) | North portion of site (existing building): | Commercial Comprehensive Development District (CCDD) under the Bedford Municipal Planning Strategy (MPS) |
| | South portion of site (existing parking lot): | Highway Commercial (HC) under the Halifax Municipal Planning Strategy, Bedford Highway Secondary Planning Strategy |
| Zoning (Map 2) | North portion of site (existing building): | Commercial Comprehensive Development District (CCDD) Zone under the Bedford Land Use By-law (LUB) |
| | South portion of site (existing parking lot): | Highway Commercial (C-2B) Zone under the Halifax Mainland Land Use By-law (LUB) |
| Size of Site | 7820.4 square metres (84,181 square feet) | |
| Street Frontage | 130.4 metres (427.74 feet) | |
| Current Land Use(s) | Clearwater Seafoods, including an existing building for retail and wholesale of seafood products, associated office and service space, and a surface parking lot | |
| Surrounding Use(s) | North: Esquire Motel East: CN rail line and the Bedford Basin South: Office building (Micco Developments) West: Small commercial buildings (restaurants, offices, personal services) and surface parking, across the Bedford Highway | |

Proposal Details

The Clearwater Seafoods building has existed at this location on the Bedford Highway since the 1980s, and the business has grown significantly over time. In 1999, North West Community Council approved the existing development agreement for an addition to the building, to accommodate the growing needs of the business. Since then, the business has continued to grow and there is now a greater need for on-site parking. The applicant has indicated that employees currently park their vehicles across the Bedford Highway from the site in a surface parking lot, and must cross the road to reach the office building. As there is no marked crosswalk at this location, the applicant has identified significant safety issues with this arrangement.

The site straddles the Halifax and Bedford Plan Areas (see Map 1), and an existing development agreement applies to the entire site. The applicant's proposal letter can be found in Attachment F. To allow a parking garage to be constructed on the portion of the site within the Halifax Plan Area, the applicant has requested to:

- Discharge the existing development agreement; and
- Amend the Bedford LUB to zone the portion of the property within the Bedford Plan Area to allow the existing Clearwater Seafoods use to continue to operate from the existing building.

These actions would permit a parking garage, accessory to the Clearwater Seafoods use, to be constructed on the portion of the site within the Halifax Plan Area, subject to the requirements of the current zoning applied to the site.

Enabling Policy and LUB Context

The subject site falls within both the Bedford and Halifax Plan Areas, and as such, different policies and LUB regulations apply to the different portions of the site.

Bedford Plan Area

The northern portion of the site, developed with the Clearwater Seafoods building, is within the Bedford Plan Area. This portion of the site is designated as a Commercial Comprehensive Development District (CCDD). This designation envisions comprehensive mixed-use, residential and commercial development on this section of the Bedford Highway; however, it also recognizes there are existing commercial uses in the area. The CCDD Zone permits the existing Clearwater Seafoods use, as well as a range of residential, commercial and institutional uses, provided a development agreement has been approved for the site. Policy C-9 of the Bedford MPS allows Council to consider discharging CCDD development agreements and applying zoning consistent with the development when the development is complete.

Halifax Plan Area

The southern portion of the site, developed with a surface parking lot, is within the Halifax Plan Area. This portion of the site is designated Highway Commercial under the Bedford Highway Secondary Planning Strategy of the Halifax MPS, and as such envisions Highway Commercial uses in this area. The C-2B Zone permits the construction of buildings for a range of commercial and residential uses to a maximum height of 35 feet. A 20-foot setback from the front property line is required, and no more than two driveway accesses are permitted onto the Bedford Highway.

Existing Development Agreement

On December 9, 1999, North West Community Council approved the existing development agreement, which allowed Clearwater Seafoods to use the property for “retail and wholesale sales of seafood products, associated office and service space, associated parking and landscaping.” The development agreement allowed the addition of second, third, and fourth storeys to the building, to be constructed in two phases (Attachment E). The site plan included in the development agreement shows parking and landscaping within the municipal right-of-way of the Bedford Highway; this was permitted through an associated encroachment agreement approved by Council.

Although the policies applied to the portion of the site within the Halifax Plan Area envision highway commercial uses through zoning, the development agreement was applied to the entire site. As the Halifax MPS policy directs the use of highway commercial zoning for the portion of the site within the Halifax Plan Area, the existing development agreement must be discharged to allow for development under the existing C-2B Zone already applied. Whereas an amendment to the existing agreement would require a change to Halifax MPS policy, a discharge to enable the existing zoning would be consistent with the Halifax MPS.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a Public Information Meeting held on December 7, 2017. Attachment D contains a copy of the minutes from the meeting. One member of the public, plus the area Councillor, attended the meeting; no significant concerns were raised.

A public hearing must be held by North West Community Council before they can consider approval of the proposed LUB amendments which fall under the Bedford Plan Area. Should North West Community Council decide to proceed with a public hearing for the proposed LUB amendments, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be

notified of the hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

A public hearing is not required for the DA discharge, as the *Halifax Regional Municipality Charter* provides a mechanism for the North West Community Council to discharge the existing development agreement. Part VIII, Section 244, identifies that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The Charter does not require a public hearing for the discharge of an agreement or a portion thereof. A development agreement may be discharged by resolution of Community Council and is not subject to an appeal process.

The proposal will potentially impact local property owners, businesses, residents, and Clearwater Seafoods' employees and customers.

North West Planning Advisory Committee

On January 3, 2018, the North West Planning Advisory Committee (PAC) recommended that the application as presented by the applicant be approved. Staff subsequently worked to refine the proposed LUB amendments requested by the applicant to ensure consistency with the MPS. A report from the PAC to Community Council will be provided under separate cover.

DISCUSSION

Although it is not possible to amend the existing development agreement to allow development on the portion of the site within the Halifax Plan Area without a corresponding MPS amendment, the Bedford MPS policy and the development agreement allow for the development agreement to be discharged and appropriate zoning applied. The language regarding discharge in the existing development agreement is consistent with Bedford MPS Policy C-9: Section 4.6 of the development agreement allows Council to consider discharging the agreement when the development is complete, provided appropriate zoning is applied:

- “4.6 Upon the completion of the development or portions thereof, or after ten years from the date of registration of this Agreement at the Registry of Deeds, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.”

The applicant has indicated that development is complete, and therefore has requested to discharge the existing development agreement and apply appropriate zoning regulations on the portion of the site in the Bedford Plan Area. Staff advise that this request is appropriate, as it meets the intent of both the Bedford and Halifax MPS policies.

Effect of Discharge

Attachment A contains the proposed Discharging Agreement. Discharging the development agreement would allow the portion of the site within the Halifax Plan Area to be regulated by the C-2B Zone of the Halifax Mainland Land Use By-law, which is currently applied to the site. An accessory parking garage is a permitted use in this zone.

As the CCDD Zone requires all development to take place subject to a development agreement, the portion of the site within the Bedford Plan Area would become a non-conforming use unless alternative zoning is applied. Under the requirements of the *HRM Charter*, a non-conforming commercial use may continue to

operate; however, it cannot be expanded, reconstructed if damaged or destroyed, and cannot be recommenced if discontinued for more than six months.

Proposed Bedford LUB Amendments

Given the intent in the Bedford MPS to replace a discharged DA with appropriate zoning, LUB amendments have been proposed. The proposed LUB amendments are consistent with the intent of the Bedford MPS and are reviewed against the relevant Bedford MPS policy in Attachment C. So that Clearwater Seafoods continues to be permitted as a conforming use once the development agreement has been discharged, the proposed LUB amendments include special requirements within the CCDD Zone which would permit the continued operation of Clearwater Seafoods at 757 Bedford Highway.

The proposed LUB amendments permit the existing building to be used for “retail and wholesale sales of seafood products, associated office and service space,” consistent with the existing development agreement. To acknowledge the fact that the subject site is situated and regulated by two Plan areas, the proposed Bedford LUB amendments allow the existing building to be expanded and into the Halifax Plan Area.

Parking and Landscaping

The existing development agreement outlined parking and landscaping requirements that differ from the requirements of the Bedford LUB and Halifax Mainland LUB. An encroachment agreement permitted the parking area, an existing sign and landscaping in accordance with the existing development agreement within the municipal right-of-way of the Bedford Highway.

The proposed LUB amendments do not address special parking or landscaping requirements for 757 Bedford Highway. Instead, consistent with the intent of the Bedford MPS, the requirements of the Bedford LUB and Halifax Mainland LUB for parking and landscaping will apply. In the future, if a building permit application is made for a parking garage (or any other structure) on the site, any necessary changes to the existing parking and landscaping on the site will be assessed by staff for compliance with the applicable land use by-law requirements and the development engineering requirements (including traffic safety, compliance with the Streets By-law, lot grading, etc.).

Consistency with Policy C-13

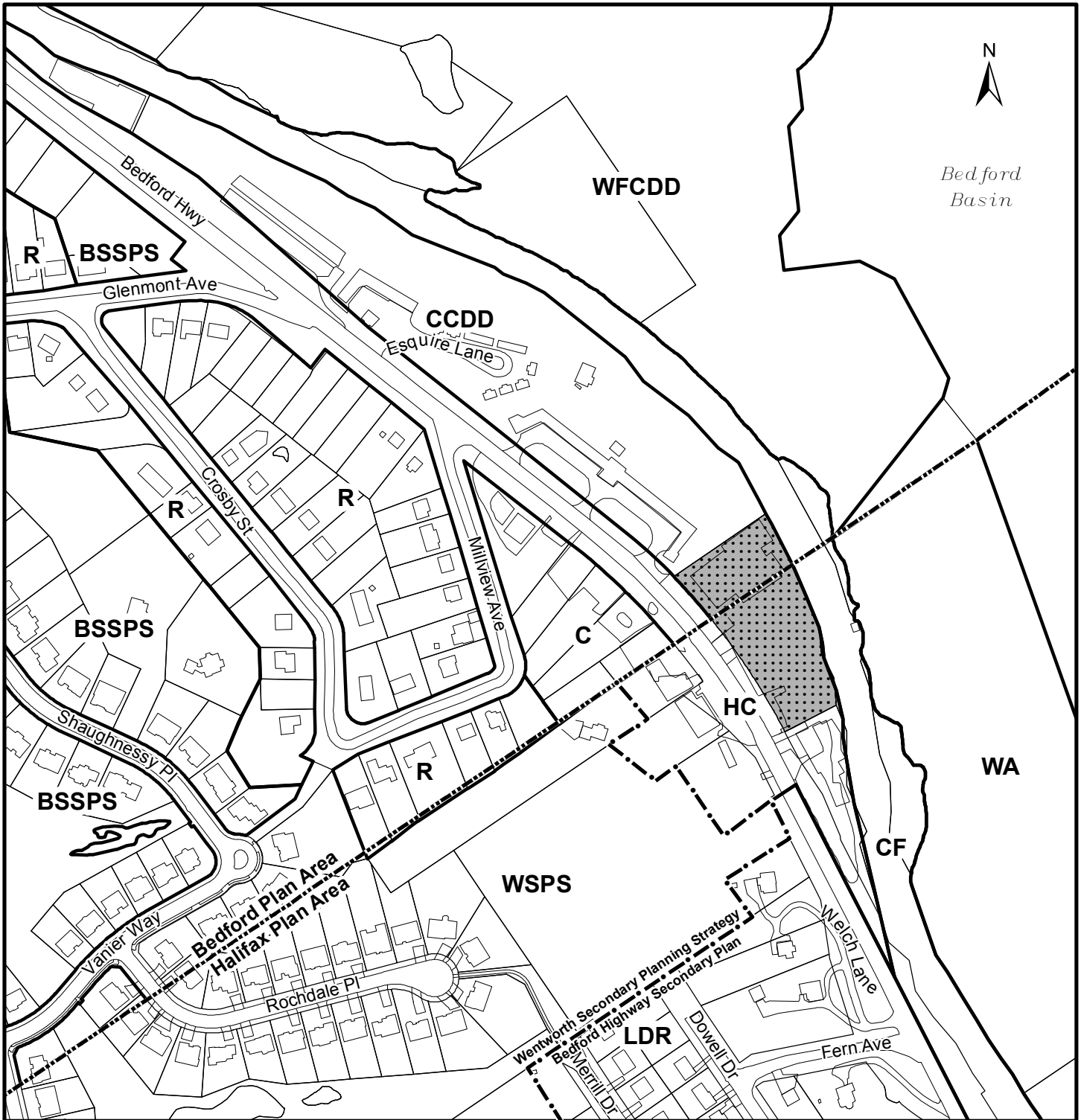
Policy C-13 of the Bedford MPS states that Council shall consider CCDD development for the Clearwater Seafoods property “when municipal services become available”. The existing Clearwater Seafoods building currently operates on municipal water and an on-site private wastewater system. This policy envisions that in the future, comprehensive mixed-use development could be considered on the site. To ensure that the intention of this policy is carried forward, 757 Bedford Highway will continue to be eligible for CCDD development should Clearwater Seafoods wish to significantly change or cease their operation. At that time, Council would need to consider a new development agreement. This would require a new planning process, including additional public consultation.

Conclusion

Staff have reviewed the proposal against all relevant policy criteria and advise that the proposed amendments to the Bedford LUB are reasonably consistent with the intent of the Bedford MPS. The proposed discharge of the existing development agreement would enable the portion of the property within the Halifax Plan Area to be developed according to the existing zoning requirements while the proposed amendments to the Bedford LUB would permit the existing Clearwater Seafoods building in its present form. Therefore, staff recommend that the North West Community Council approve the discharging agreement and the proposed LUB amendments.

FINANCIAL IMPLICATIONS


The HRM cost associated with processing this planning application can be accommodated with the approved 2018-19 operating budget for C320 Policy & Strategic Initiatives.



Bedford
Basin

Map 1 - Generalized Future Land Use

757 Bedford Highway
Bedford

 Subject Property

Halifax and Bedford
Plan Areas

Bedford Designations

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

Halifax Mainland Designations

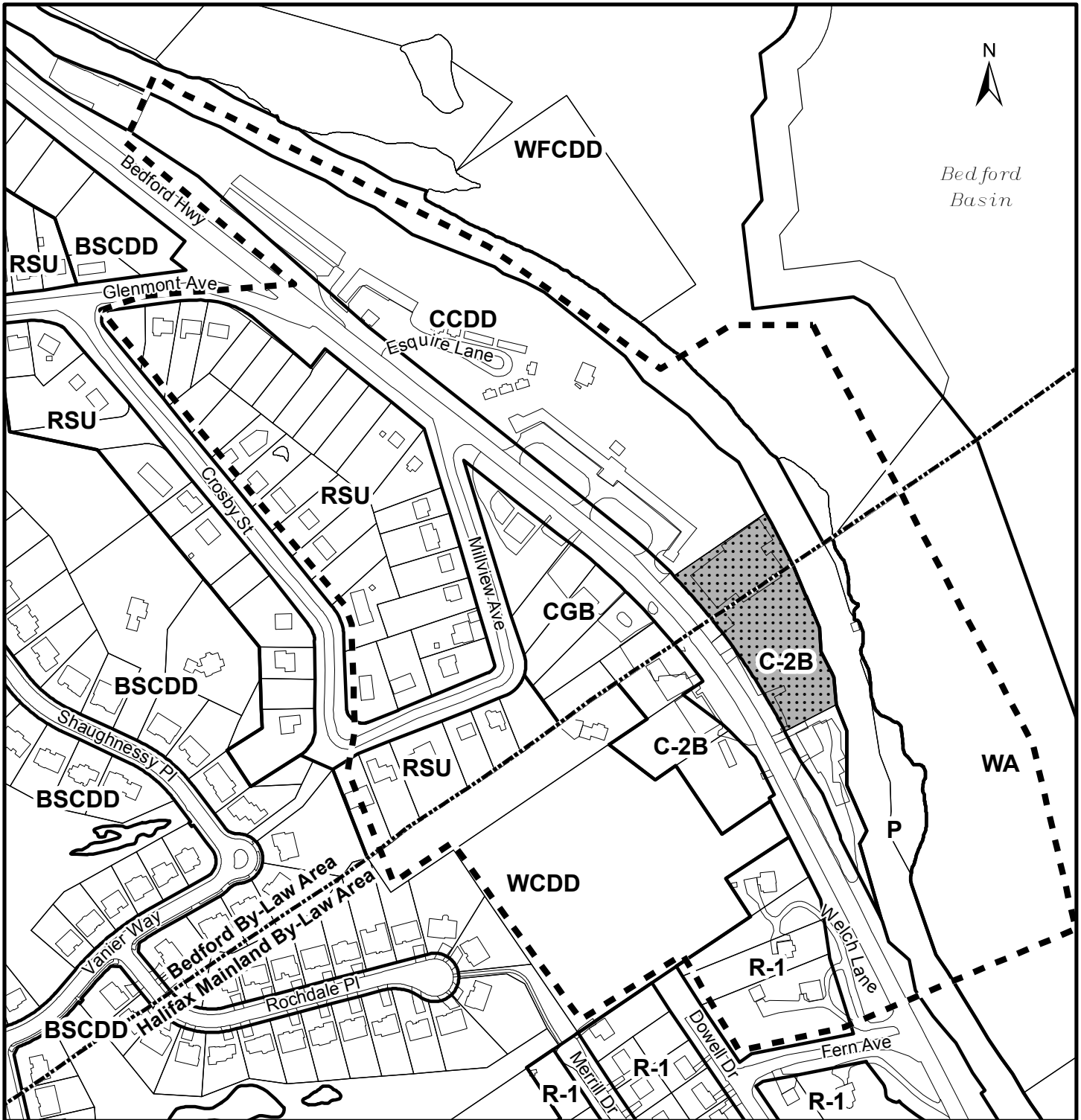
- LDR Low Density Residential
- HC Highway Commercial
- WA Water Access
- WSPS Wentworth Secondary Planning Strategy

HALIFAX



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


The accuracy of any representation on this plan is not guaranteed.




Bedford
Basin

Map 2 - Zoning and Notification

757 Bedford Highway
Bedford

 Subject Property

 Area of Notification

Halifax Mainland and Bedford
Land Use By-Law Areas

Bedford Zones

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

Halifax Mainland Zones

- R-1 Single Family Dwelling
- C-2B Highway Commercial
- WCDD Wentworth Comprehensive Development District
- WA Water Access

HALIFAX



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

The accuracy of any representation on this plan is not guaranteed.

**ATTACHMENT A
PROPOSED DISCHARGING AGREEMENT**

THIS DISCHARGING AGREEMENT made this day of **[Insert Month]**, 20___,

BETWEEN:

[INSERT NAME OF CORPORATION/BUSINESS LTD.]

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 757 Bedford Highway, Bedford and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on December 9, 1999 the North West Community Council approved a request to enter into a development agreement to allow for a building used for the purpose of retail and wholesale sales of seafood products, associated office and service space, associated parking and landscaping on the Lands pursuant to the Bedford Municipal Planning Strategy and referenced as Municipal Case Number 00070, and which said development agreement was registered on March 3, 2001 at the Registry of Deeds in Halifax County as Document Number 6389, Book 6528, Pages 614-629 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested that the Existing Agreement be discharged from the Lands;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the North West Community Council of the Municipality approved this request by resolution at a meeting held on **[INSERT DATE]** referenced as Municipal Case Number 21094;

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

1. The Existing Agreement is hereby discharged as it applies to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the applicable Land Use By-laws, as amended from time to time.

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

SIGNED, SEALED AND DELIVERED in the presence of:

INSERT REGISTERED OWNER NAME

Witness

Per: _____

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

Attachment B
Revised – July 9, 2018

Amendments to the Land Use By-law for Bedford

BE IT ENACTED by the North West Community Council of the Halifax Regional Municipality that the Land Use By-law for Bedford is hereby further amended as follows:

1. Adding the following words after Section 5, Part 16, Clause (5) and before Part 17:

6) SPECIAL REQUIREMENTS FOR EXISTING USE: 757 BEDFORD HIGHWAY

Notwithstanding Clauses (1) to (5) of this Part, the following shall apply to the property at 757 Bedford Highway:

- a) In this Clause, “building” means the building legally in place on July 9, 2018;**
- b) The building and lands shall be used only for the purposes of retail and wholesale sales of seafood products and associated office and service space;**
- c) Retail uses are permitted only on the ground floor and must face the Bedford Highway;**
- d) The second, third and fourth floors shall be used for office space;**
- e) On the portion of 757 Bedford Highway zoned CCDD, the building may be expanded to extend within the Halifax Plan Area, subject to the requirements of the Halifax Mainland Land Use By-law. No addition within the CCDD Zone shall be closer to the front property line than the building, nor shall the addition be taller than the building;**
- f) Outdoor storage in any service area shall be screened with a combination of shrubs and an opaque fence.**

Any development on 757 Bedford Highway other than the uses permitted under Clause (6) of this Part shall comply with the requirements of Clauses (1) to (5) of this Part.

I HEREBY CERTIFY that the amendments to the Halifax Peninsula Land Use By-law, as set out above, were duly passed by a majority vote of the Halifax Regional Municipal Council at a meeting held on the day of , 2018.

GIVEN under the hand of the Clerk and the Corporate Seal of the Halifax Regional Municipality this day of , 2018.

Municipal Clerk

**Attachment C:
Bedford MPS Policy Evaluation**

| Policy Criteria | Comment |
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| <p>Bedford Municipal Planning Strategy Commercial Comprehensive Development Districts</p> | |
| <p>Policy C-7: <i>It shall be the intention of Town Council to designate the lands shown on Map 3 as Commercial Comprehensive Development Districts, and in the Land Use By-Law the lands shall be zoned Commercial Comprehensive Development District (CCDD). The CCDD Zone will permit mixed use, residential/commercial projects, including single unit dwellings, two unit dwellings, multiple-unit buildings, senior residential complexes, neighbourhood commercial, office buildings, CGB Zone uses, convention facilities, recycling depots, park uses, and institutional uses. Existing uses within the CCDD Zones shall be considered as permitted uses and be allowed to continue operation.</i></p> <p><i>It shall be the intention of Town Council to require development of commercial uses on 50% of each CCDD site and further, that multiple unit buildings not be permitted to occupy more than 25% of a CCDD site. Multiple unit buildings shall be constructed in accordance with the RMU zone requirements. Maximum building height may be increased to four stories in the case of sloped lots where the building is designed to fit the natural topography of the site. Lot area requirements shall be calculated on the basis of 2000 square feet per unit, regardless the unit size. Lot area associated with each building may be reduced in size to increase the common open space. The architectural, landscaping, and streetscape considerations for multiple unit buildings within the RCDD zone, as articulated in Policies R-12A, R-12B and R-12C, shall apply to multiple unit developments within the CCDD zone.</i></p> | <p>Policy C-7 allows Council to consider comprehensive mixed-use development on areas designated CCDD; however, in recognizing that there were existing commercial uses on several properties, the policy also allows specific existing uses to continue.</p> <p>Clearwater Lobsters Limited (now Clearwater Seafoods) is currently listed as an existing use within the CCDD Zone, but a development agreement is required for any changes to the building. The proposed amendments to the LUB would allow Clearwater Seafoods to continue operation on the site as a conforming use and structure in the CCDD Zone, without a development agreement.</p> |
| <p>Policy C-8: <i>It shall be the intention of Town Council to enter into Development Agreements pursuant to the Planning Act with the owners of the lands zoned Commercial Comprehensive Development District to carry out the proposed commercial and mixed use commercial/residential development(s) provided that all applicable policies of this document are met. In considering applications Council shall have regard to whether the proposed land use emphasizes the unique features of the site in terms of its location within the Town, its unique physical characteristics, its</i></p> | <p>North West Council approved Development Agreement Case 00070 on December 9, 1999. The Agreement allowed Clearwater Seafoods to use the property for “retail and wholesale sales of seafood products, associated office and service space, associated parking and landscaping.” The Agreement also allowed the addition of second, third, and fourth storeys to the building for office space, to be constructed in two phases.</p> <p>The Agreement was applied to the entire property at 757 Bedford Highway, including the southern</p> |

| Policy Criteria | Comment |
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| <p><i>overall size and the relationship developed with adjoining existing or proposed uses. A special emphasis on the conservation of the natural environment including features such as watercourses, lakes, trees, and the natural topography shall be highlighted in the development proposal.</i></p> | <p>portion of the lot occupied by the surface parking lot, which falls outside of the Bedford Plan Area, within the Halifax Plan Area. Policy C-8 does not apply to lands outside of the Bedford Plan Area, and therefore the Agreement cannot be amended to permit construction on that portion of the lot.</p> |
| <p>Policy C-9: <i>It shall be the intention of Town Council to consider discharging the agreements made pursuant to Policy C-8 upon the completion of the development. Council may thereafter zone the CCDD in such a manner as to be consistent with the development, by creating a specific zone for the site which incorporates the uses provided for in the development agreement as well as provisions consistent with Sections 53 and 54 of the Planning Act.</i></p> | <p>The applicant has indicated that the property owner has completed their addition and no additional expansion to the building on the portion of the property within the Bedford Plan Area is proposed. Therefore, to enable the portion of the property within the Halifax Plan Area to be developed per the Halifax MPS policy and zoning, the applicant has requested to discharge the existing Development Agreement in accordance with Policy C-9.</p> <p>The proposed amendments to the Land Use By-law include specific zoning regulations within the CCDD Zone to permit the continued operation of Clearwater Seafoods at this location. The proposed LUB amendments would permit the existing building to be used for “retail and wholesale sales of seafood products, associated office and service space” consistent with the development agreement. Provisions in the proposed LUB amendments are consistent with the policies of the MPS and the existing provisions of the Bedford LUB.</p> |
| <p>Policy C-13: <i>It shall be the intention of Town Council to enter into a Development Agreement with the owners of the Travellers' Motel, Esquire Motel and Clearwater Lobster Limited properties to permit CCDD development when municipal services become available. In recognition of the site's unique position at the entrance to the Town overlooking the Bedford Basin, an agreement if entered into shall specify that two thirty foot wide separations are to be provided between the buildings on either side of the entrance road to the waterfront project to provide views from the highway and from the existing homes above the site. Buildings are to be set back 60 feet on either side of the entrance road to the waterfront project to provide a view. As well, the maximum building height is to be 75 feet.</i></p> | <p>“CCDD development” in this context was intended to mean “mixed use, residential/commercial projects” as described in Policy C-7.</p> <p>To ensure that the intention of this policy is met, the proposed LUB amendments would allow 757 Bedford Highway to continue to be eligible for CCDD development should Clearwater Seafoods wish to significantly change or cease their operation. At that time, Council would need to consider a new development agreement. This would require a new planning process and additional public consultation.</p> |

| Implementation Policies | |
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| Policy Z-3: <i>It shall be the policy of Town Council when considering zoning amendments and development agreements [excluding the WFCDD area] with the advice of the Planning Department, to have regard for all other relevant criteria as set out in various policies of this plan as well as the following matters:</i> | |
| <i>1. That the proposal is in conformance with the intent of this Plan and with the requirements of all other Town By-laws and regulations, and where applicable, Policy R-16 is specifically met;</i> | The proposed LUB amendments are in conformance with the intent of the Bedford MPS and LUB. Policy R-16 is not applicable to this proposal. |
| <i>2. That the proposal is compatible with adjacent uses and the existing development form in the neighbourhood in terms of the use, bulk, and scale of the proposal;</i> | The proposed development agreement discharge and LUB amendments would allow the existing Clearwater Seafoods building to remain on the property, and for the remainder of the property to be developed according to the C-2B Zone requirements applicable to the property under the Halifax Mainland LUB. Therefore, the proposal is compatible. |
| <i>3. That provisions are made for buffers and/or separations to reduce the impact of the proposed development where incompatibilities with adjacent uses are anticipated;</i> | No incompatibilities with adjacent uses are anticipated. |
| <i>4. That provisions are made for safe access to the project with minimal impact on the adjacent street network;</i> | The proposed LUB amendments would allow the existing Clearwater Seafoods building to continue operation. Any future development on the portion of the lands within the Halifax Plan Area will be reviewed through the as-of-right building permit process. The C-2B Zone under the Halifax Mainland LUB allows for only two driveway accesses to the Bedford Highway. Safe access to the site will be reviewed by HRM Development Engineering through the permitting process for consistency with the HRM Streets By-law. |
| <i>5. That a written analysis of the proposal is provided by staff which addresses whether the proposal is premature or inappropriate by reason of:</i> | |
| <i>i) the financial capability of the Town to absorb any capital or operating costs relating to the development;</i> | The subject proposal does not require any capital or operating costs be absorbed by the Municipality. |
| <i>ii) the adequacy of sewer services within the proposed development and the surrounding area, or if services are not provided, the adequacy of physical site conditions for private on-site sewer and water systems;</i> <i>iii) the adequacy of water services for domestic services and fire flows at Insurers Advisory Organization (I.A.O.) levels; the impact on water services of development on adjacent</i> | The proposed LUB amendments would allow the existing Clearwater Seafoods building to continue operation. Any future development on the portion of the lands within the Halifax Plan Area will be reviewed through the as-of-right building permit process; adequacy of sewer services and water services for any new development would be addressed at that time. |

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| <p><i>lands is to be considered;</i></p> | |
| <p><i>iv) precipitating or contributing to a pollution problem in the area relating to emissions to the air or discharge to the ground or water bodies of chemical pollutants;</i></p> <p><i>v) the adequacy of the storm water system with regard to erosion and sedimentation on adjacent and downstream areas (including parklands) and on watercourses;</i></p> <p><i>vi) the adequacy of school facilities within the Town of Bedford including, but not limited to, classrooms, gymnasiums, libraries, music rooms, etc.;</i></p> <p><i>vii) the adequacy of recreational land and/or facilities;</i></p> | <p>Not applicable to this application.</p> |
| <p><i>viii) the adequacy of street networks in, adjacent to, or leading toward the development regarding congestion and traffic hazards and the adequacy of existing and proposed access routes;</i></p> | <p>A traffic impact statement was not requested for this planning process, because the proposed development agreement discharge and LUB amendments will only permit the existing Clearwater Seafoods building. Any future development on the site would need to meet the requirements of the Bedford LUB and Halifax Mainland LUB, and all other relevant HRM by-laws. HRM Development Engineering staff have indicated that a future parking garage proposed on the portion of the property within the Halifax Plan Area may require a traffic impact statement at the building permit stage. The impact of a proposed parking garage on the Bedford Highway and any required safety measures will be evaluated at the building permit stage.</p> |
| <p><i>ix) impact on public access to rivers, lakes, and Bedford Bay shorelines;</i></p> <p><i>x) the presence of significant natural features or historical buildings and sites;</i></p> <p><i>xi) creating a scattered development pattern which requires extensions to trunk facilities and public services beyond the Primary Development Boundary;</i></p> <p><i>xii) impact on environmentally sensitive areas identified on the Environmentally Sensitive Areas Map; and,</i></p> <p><i>xiii) suitability of the proposed development's siting plan with regard to the physical characteristics of the site.</i></p> | <p>Not applicable to this application.</p> |

Attachment D: Public Information Meeting Minutes

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 21094

The following does not represent a verbatim record of the proceedings of this meeting.

Thursday, December 7, 2017
7:00 p.m.
St. Peter's Anglican Church Hall

STAFF IN

ATTENDANCE: Leah Perrin, Planner, HRM Planning and Development
Holly Kent, Planning Technician, HRM Planning and Development
Cara McFarlane, Planning Controller, HRM Planning and Development

ALSO IN

ATTENDANCE: Councillor Tim Outhit, District 16
Jenifer Tsang, Sunrose Land Use Consulting (applicant)
Alberto Berardinelli, Forma Designers (applicant)

PUBLIC IN

ATTENDANCE: 1

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

1. Call to order, purpose of meeting – Leah Perrin

Ms. Perrin is the Planner and Facilitator for the application and introduced the area Councillor, the applicant and staff members.

Case 21094 - Application by Sunrose Land Use Consulting, on behalf of Clearwater Seafoods, to discharge a development agreement and apply zoning which permits the existing commercial development at 757 Bedford Highway, Bedford and to allow a parking garage for staff and customers.

The purpose of the Public Information Meeting (PIM) is to:

- identify the proposal site and highlight the proposal;
- give the applicant an opportunity to present the proposal; and
- receive public feedback and input regarding the proposal that will be used to prepare the staff report and go forward with this application.

No decisions are made at the PIM or have been made up to this point.

2. Presentation of Proposal – Leah Perrin

Ms. Perrin presented the proposal for 757 Bedford Highway (Clearwater Seafoods), Bedford outlining:

- site context
- the site currently has an office/retail building and customer parking lot - employees park

- across the street
- the property falls under two plan areas [building is in Bedford – designated Commercial Comprehensive Development District / the parking lot is in Halifax (Mainland) – designated Highway Commercial] and therefore has two different zones (Bedford – CCDD / Halifax Mainland – C-2B)
 - the current development agreement (approved in December 1999) applies to the entire property and refers to the Bedford plan area only
 - the development agreement needs to be discharged to allow construction according to the C-2B Zone

3. Questions and Comments

Councillor Tim Outhit asked why discharge versus amend the development agreement to allow the parking garage which he supports. Some protection and criteria are lost when discharging an agreement. **Ms. Perrin** – There is no policy in the Halifax Municipal Planning Strategy (MPS) to allow a development agreement and therefore no ability to amend the agreement. The development agreement should have only been applied to the property in the Bedford plan area.

The resident – Will the changes allow the Halifax residents to follow the new zone? Are there any plans submitted? **Ms. Perrin** – The building would follow the Bedford regulations and if changes are requested, the property would have to go through another planning process. **Ms. Tsang** – There aren't any drawings but the request is for a parking garage which would be made as attractive as possible with some landscaping if required. The zone restricts the height of the building at 35 feet. Anything higher would require another public process. The idea is so staff/customers do not have to cross the Bedford Highway. There will be two defined driveways for safety and allow more control for entering/exiting the site.

The resident – Is the property on septic or City sewer? There is often a bad odor in the air due to the motel property being on septic. **Mr. Berardinelli** – There is a sophisticated system that will remain. **Ms. Tsang** – There is City water because a water line was extended years ago. **Councillor Outhit** – The motel is part of the Bedford Waterfront Design Plan and services will have to be extended at that time.

The resident – It is interesting that the Municipality still works with different plan areas. **Ms. Perrin** - There is a Land Use By-law Simplification project underway to address that issue. **Councillor Outhit** - The Bedford plan area is a bit unique.

4. Closing Comments – Leah Perrin

Ms. Perrin thanked everyone for coming and expressing their comments.

5. Adjournment

The meeting adjourned at approximately 7:20 p.m.

Attachment E: Existing Development Agreement Case 00070

THIS AGREEMENT made this 9th day of February, 2000

BETWEEN:

CLEARWATER FINE FOODS INC
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands referred to as 757 Bedford Highway (Lot CLW) which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality discharge the existing development agreement (Case #00175) (Book #6253 , Page #521-530)

AND WHEREAS the Developer has requested entering into a new development agreement to allow an expansion to the existing building on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Bedford;

AND WHEREAS the North West Community Council approved the discharge of the existing agreement and approved the request to enter a new agreement at a meeting held on December 9, 1999, referenced as Municipal Case Number 00070;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

- 1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Bedford, as may be amended from time to time.

| | | | |
|---|---------------------|-------------|----------------|
| HALIFAX COUNTY REGISTRY OF DEEDS | <u>6389</u> | <u>6528</u> | <u>614-629</u> |
| certify that this document | Document # | Book | Pages |
| is registered as shown here. | <u>Mar. 3, 2001</u> | | <u>3:42</u> |
| Yvonne D'Eon Registrar | MM DD YYYY | | Time |

- 1.3 Pursuant 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 Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.4 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.
- 1.5 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer or lot owner.
- 1.6 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.
- 1.7 Notwithstanding that a portion of the Lands is situated within an area subject to policies and regulations of the Halifax Municipal Planning Strategy and Land Use Bylaw, the Developer hereby agrees to develop and use said Lands in compliance with the stipulations, clauses and Schedules contained in this Agreement.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

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

| | |
|--------------|---|
| Schedule "A" | Legal Description of the Lands, identified as Lot CLW, 757 Bedford Highway. |
| Schedule "B" | Concept Plan and Elevation Plan |
| Schedule "C" | Landscaping Plan |

2.2 Land Use

The Developer shall develop the Lands in manner, which, in the opinion of the Development Officer, is substantially in conformance with the Schedules attached to this agreement and the plans filed in the Halifax Regional Municipality Planning Services Department as Case 00070, and the Land shall not be used for any use other than:

- (a) a building used for the purpose of retail and wholesale sales of seafood products, associated office and service space, associated parking and landscaping.

2.2.1 Phasing

Phase One - addition of a second (2nd) and third (3rd) floor on the rear portion of the building as per Schedule B.

Phase Two - addition of a fourth (4th) floor as per Schedule B. The Developer agrees that Phase Two shall require Council approval by means of a non-substantial amendment to this agreement as per Section 3.1.2.

2.3 Detailed Provisions for Land Uses

2.3.1 Building Location

- (a) The existing building shall not be relocated. The location of the building shall remain as generally illustrated on Schedule "B".

2.3.2 Building Size

- (a) The building footprint shall not increase, except that the Development Officer may approve incidental expansions provided such expansions are minor in nature and meet the intent of this Agreement.

2.3.3 Internal Features of Building

- (a) The retail component shall remain on the main floor of the building and face the Bedford Highway.
- (a) The second, third and fourth floor shall be used for office space and accessory uses only (washrooms, meeting rooms, lunch room etc.).
- (b) A fire protection sprinkler system and fire alarm system shall be provided and extended throughout the entire building in accordance with the National Building Code.
- (c) Documentation by a certified Engineer shall be provided to the Development Officer at the time of development permit to confirm that the existing structure is capable of supporting the additional floors.

2.3.4 Building Height

- (a) Phase One, addition of a second (2nd) and third (3rd) floor on the rear portion of the building, shall not exceed 45 feet and calculated in accordance with the Bedford Land Use By-law.

- (b) Phase Two, addition of a fourth (4th) floor, shall not exceed 60 feet and calculated in accordance with the Bedford Land Use By-law.
- (c) The Development Officer may allow a 5% variance in height provided such variations are minor in nature and meet the intent of this agreement.

2.3.5 Architectural Design

- (a) The architectural design of the addition including window trim and roof line shall be similar to the existing building.
- (b) Exterior materials for the addition shall consist of grey vertical wood siding, white aluminum horizontal flashing and white aluminum cladding;
- (c) The Development Officer, in consultation with a Planner, may approve variations to the architectural design and detailing of the building, provided such variations are minor in nature and further the intent of this agreement.

2.3.6 Access, Driveway and Parking

- (a) Access and driveways shall be provided as generally illustrated on Schedule "B".
- (b) Parking for Phase One shall be provided on the Lands as generally shown by Schedule "B" and in accordance with the requirements of the Bedford Land Use ByLaw.
- (c) Parking for Phase Two shall be provided in accordance with the requirements of the Bedford Land Use ByLaw. Such parking may be considered on properties adjacent the Lands by means of the non-substantial amendment to this agreement.
- (d) Parking shall be permitted within the Bedford Highway right-of-way provided an encroachment agreement and/or market lease is arranged with the Municipality and a copy provided to the Development Officer prior to issuance of permits.
- (e) The Development Officer may approve minor variances to the parking configuration in order to provide additional space for the loading area if deemed necessary, provided such variations generally comply with the intent of this Agreement.

2.3.7 Landscaping

- (a) Landscaping shall be provided as generally described on Schedule "C". The landscaping shall consist of curbs, granite boulders, 3ft high pavement roses, timber bollards with heavy marine rope, a minimum of five street trees and grass.

- (b) The Development Officer, in consultation with a Planner, may approve variations to the landscaping provided such variations generally comply with the intent of this agreement.
- (c) Landscaping shall be permitted within the right-of-way provided an encroachment agreement and/or market lease is arranged with the Municipality and a copy provided to the Development Officer prior to issuance of permits.
- (d) All landscaping shall be completed within one (1) year of the date of registration of this agreement with the Registry of Deeds.
- (e) All landscaping, including landscaping within Bedford Highway right-of-way, shall be the responsibility of the Developer and shall be maintained on a regular basis by the Developer.
- (f) A 5ft sodded area with curb shall be installed and maintained along the employee parking lot as illustrated on Schedules "B and C". Council may, by resolution, at time of detailed plan review for Phase Two, require the sodded area to be removed and replaced with concrete sidewalk in accordance with all HRM specifications and procedures.
- (g) No occupancy permit shall be issued until landscaping and sidewalks have been completed in accordance with this agreement, except that the occupancy permit may, upon written approval of the Development Officer, be issued subject to security provided to Halifax Regional Municipality in the amount of 110 per cent of the cost of completion of all outstanding landscaping and sidewalks. The security shall be in favour of Halifax Regional Municipality and may be in the form of a certified cheque or irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of all landscaping and sidewalks as illustrated in Schedule "B and C" and described herein and as approved by the Development Officer.

2.3.8 Signage

- (a) No additional signage shall be permitted on the Lands and existing signage shall be as generally illustrated on Schedule "B".
- (b) The Development Officer may approve traffic directional or informational signs which are deemed minor in nature and further the intent of this agreement.
- (c) No mobile or moveable signs shall be permitted.

2.3.9 Lighting

- (a) Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

2.3.10 Outdoor Storage

- (a) Outdoor storage shall only be permitted in the designated service area as illustrated in Schedule "C". All storage areas shall be screened with a combination of shrubs and a four (4) foot high wooden fence around the perimeter if such storage is visible from the sidewalk and/or Bedford Highway.

2.3.11 Sidewalks

- (a) A concrete sidewalk shall be constructed and maintained in front of the building as illustrated by Schedule "B and C" and in accordance to the Development and Engineering Services provisions and regulations within one (1) year of the date of registration of this agreement. The concrete sidewalk shall be constructed and completed during the construction of Phase One and shall comply with all applicable Halifax Regional Municipality specifications and procedures.

2.4 Services

- (a) The Development Officer shall not issue a Development Permit until written confirmation from the Department of Environmental has been provided indicating the existing on-site septic system can accommodate the increased sewage load from the additional office space for both Phases.
- (b) The existing two inch waterline along the Bedford Highway shall be utilized for water supply purposes, and if deemed necessary by the Halifax Water Commission, a Back Flow Prevention Device shall be installed at the cost of the Developer.

2.5 Environmental Protection

- (a) Construction materials and other wastes shall not be burned, buried or discarded on the Lands.

2.6 Maintenance

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

2.7 Approvals and Permits

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

- (a) Documentation by a Certified Engineer to confirm that the existing structure is capable of supporting the additional floors for each phase
- (b) Written approval by the Department of Environmental that the existing on-site septic system can accommodate the increased sewage load from the additional office space for each phase.
- (c) Encroachment agreement with the Municipality to allow parking and landscaping within the Bedford Highway right-of-way.

PART 3: AMENDMENTS

3.1 Amendments to any matters not identified under Section 3.1.2 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

3.1.2 For the purpose of this Agreement, the provisions of this Agreement relating to the following matters are identified as and shall be deemed to be non-substantial and may, subject to Section 3.1.3, be amended by resolution of Council:

- Phase Two: a fourth floor addition as generally illustrated on Schedule "B".

Detailed plans, including but not limited to construction and engineering plans for Phase Two, shall be submitted to Council for approval. No construction of Phase Two shall take place without Council first having approved such plans as being consistent with the intent of this agreement, as generally illustrated on Schedule "B and C". Council shall ensure that parking can be provided adequately and safely in accordance with the Bedford Land Use ByLaw, all landscaping, access points, and sidewalks have been completed and satisfy the requirements and intent of this agreement, and the architectural design of Phase Two is compatible with the existing building. As well, Council may require the sodded area along the employee parking lot be removed and replaced with a concrete sidewalk in accordance with all HRM specifications and procedures.

- Any change in use permitted in the General Business District (CGB) Zone of the Bedford Land Use By-law.

- 3.1.3** Prior to passing any resolution under the provisions of Section 3.1.2 Council shall send a notice in writing (by ordinary mail posted at least 10 days prior to the meeting of Council to consider the resolution) to the owners, according to the assessment records maintained by the Province of Nova Scotia, of all properties located within 500 feet (152.4 m) of the Lands, according to the records maintained by the Nova Scotia Land Registration and Information Service, notifying such owners that they shall be permitted to present written or oral submissions to Council at the meeting to consider the resolution to amend this Agreement.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

- 4.1** A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2** This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3** Upon the transfer of title to any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.4** Notwithstanding Section 4.3 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this agreement.
- 4.5** In the event that construction of the project has not commenced within three (3) years from the date of registration of this agreement at the Registry of Deeds, the Municipality may, by resolution of Council, either discharge this agreement whereupon this agreement shall have no further force or effect or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the installation of structural framing.
- 4.6** Upon the completion of the development or portions thereof, or after ten years from the date of registration of this Agreement at the Registry of Deeds, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;

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

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within 48 hours of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
 - (b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the Assessment Act.
 - (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

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

Signed, sealed and delivered)
in the presence of:)

Clearwater Fine Foods Inc

per: .

pe

Sealed, Delivered and Attested)
by the proper signing officers of)
Halifax Regional Municipality)
duly authorized on that behalf)
in the presence of)
//)

Halifax Regional Municipality

per: _____
MAYOR

per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA

HALIFAX REGIONAL MUNICIPALITY

ON THIS 8th day of February A.D., 2000, before me, the subscriber personally came and appeared Elaine MacCormack, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that Clearwater Fine Foods Inc, one of the parties thereto, signed, sealed and delivered the same in her presence.

Gregory J. Arsenault
A Commissioner of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

ON THIS 25 day of February, A.D., 2000, Jane Cook and Mayor Vi Carmichael personally came and appeared before me, the subscribing witness to the foregoing Indenture, who having been by me duly sworn made oath and said that the Halifax Regional Municipality, by its officers, Mayor Walter Fitzgerald and Vi Carmichael, Clerk, signed, sealed and delivered the same in h presence.

A Barrister of the Supreme Court
of Nova Scotia

BARBARA I. MOAR
A Commissioner of the Supreme
Court of Nova Scotia

LOT CLW

11

All that certain lot, piece or parcel of land, situate, lying and being on the eastern side of Bedford Highway, Halifax Regional Municipality, Province of Nova Scotia, shown as Lot CLW on a plan of survey of Lot CLW and Lot DE, subdivision of Lot 1, Lot 2, Lot 3 and Lot 4, lands conveyed to Clearwater Atlantic Seafoods Incorporated and Lot A, lands conveyed to Clearwater Lobsters Limited, dated the 29th day of March, 1996, prepared by Thompson Conn & Associates, certified by Kenneth M. Whalen, N.S.L.S., and being more particularly described as follows:

Beginning at the intersection of the curved eastern boundary of Bedford Highway with the southern boundary of lands conveyed to A.J. Hustins Enterprises Limited;

Thence along the southern boundary of lands conveyed to A.J. Hustins Enterprises Limited on a bearing of north 55 degrees, 27 minutes, 26 seconds east for a distance of 249.43 feet to the boundary of Parcel 7, lands granted to Canadian National Railway Company;

Thence in a southerly direction along the western boundary of Parcel 7 on a bearing of south 27 degrees, 20 minutes, 34 seconds east for a distance of 130.11 feet to the south west corner thereof;

Thence along the western boundary of Parcel 8, lands granted to the Canadian National Railway Company on a bearing of south 22 degrees, 44 minutes, 56 seconds east for a distance of 153.31 feet to an angle therein;

Thence continuing along the western boundary of Parcel 8 on a bearing of south 03 degrees, 56 minutes, 18 seconds east for a distance of 52.82 feet to an angle therein;

Thence continuing along the western boundary of Parcel 8 on a bearing of south 26 degrees, 45 minutes, 04 seconds east for a distance of 64.42 feet to an angle therein;

Thence continuing along the western boundary of Parcel 8 on a bearing of south 05 degrees, 01 minutes, 45 seconds east for a distance of 60.00 feet to an angle therein;

Thence continuing along the western boundary of Parcel 8 on a bearing of south 21 degrees, 18 minutes, 36 seconds east for a distance of 1.82 feet to the northern boundary of Lot DE;

Thence in a westerly direction along the northern boundary of Lot DE on a bearing of south 62 degrees, 40 minutes, 19 seconds west for a distance of 129.40 feet to the curved eastern boundary of Bedford Highway;

Thence in a northerly direction along the eastern boundary of Bedford Highway on a curve to the left having a radius of 1482.70 feet for an arc distance 297.71 feet to an angle therein;

Thence continuing along the eastern boundary of Bedford Highway on a curve to the left having a radius of 1530.86 feet for an arc distance 130.03 feet to the point of beginning;

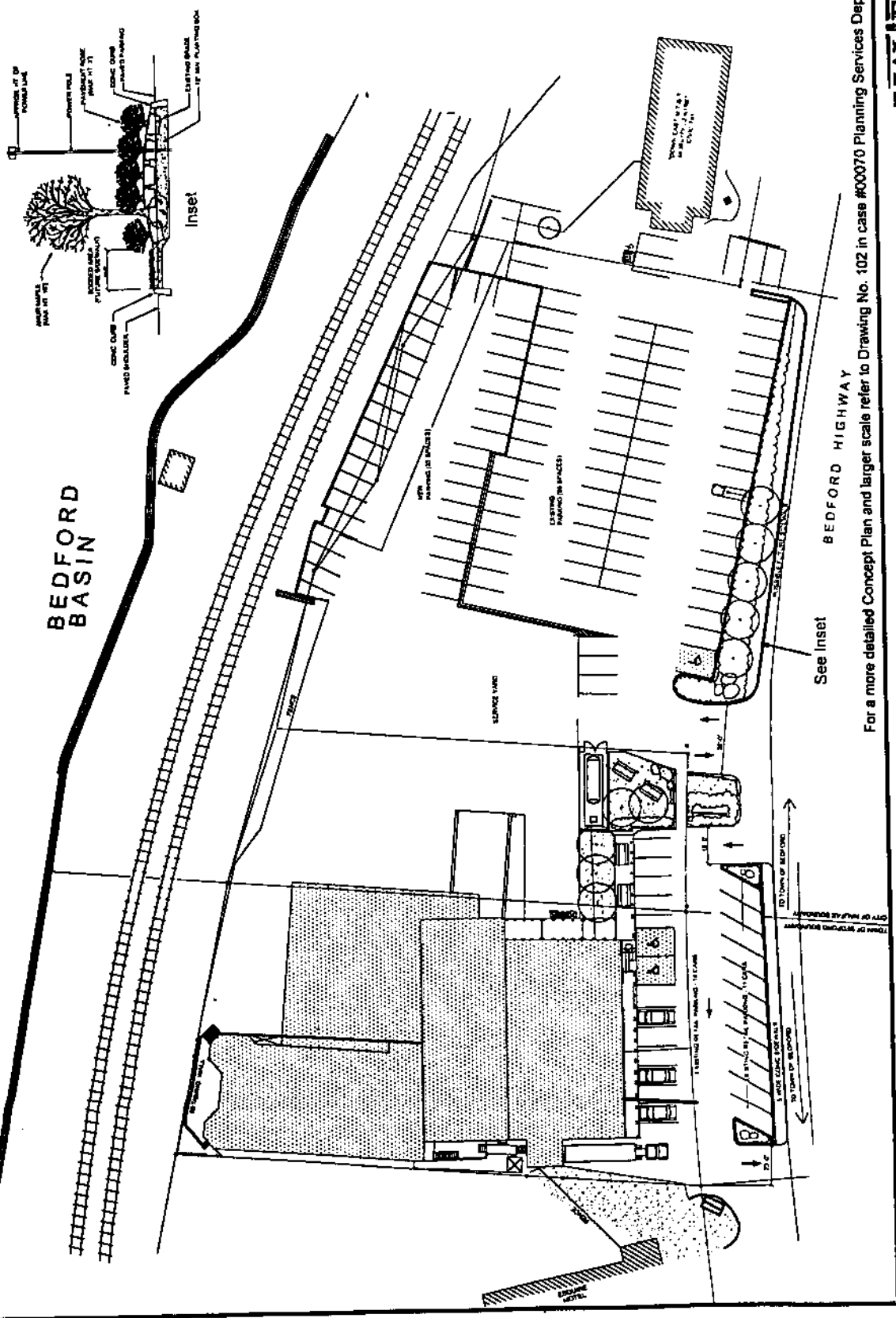
Containing an area of 84,181 square feet;

Subject to a sewer easement as shown and mathematically delineated on said plan;

Bearings are grid referred to the line between N.S.C.M. 69 and N.S.C.M. 70 having a bearing of south 27 degrees, 18 minutes, 33 seconds east and based on the 3 degree N.T.M. projection, central meridian 64 degrees, 30 minutes west longitude (1979 adjustment).

Kenneth M. Whalen, N.S.L.S.
THOMPSON CONN & ASSOCIATES
May 1, 1996

BEDFORD BASIN

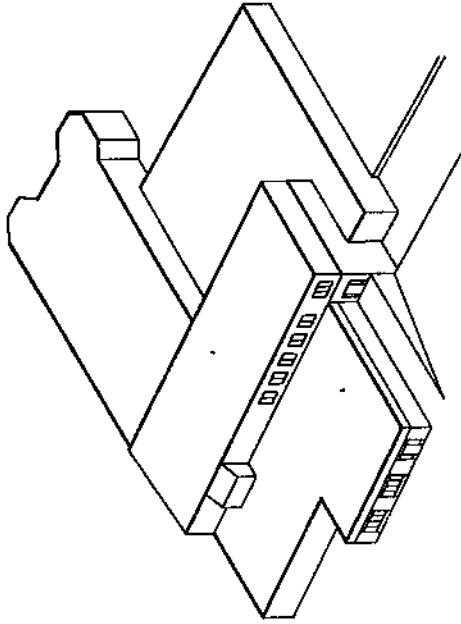


For a more detailed Concept Plan and larger scale refer to Drawing No. 102 in case #00070 Planning Services Department

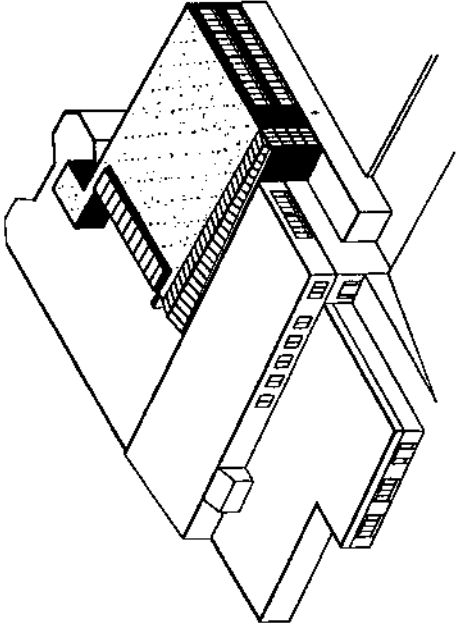


Map 3 Concept Plan

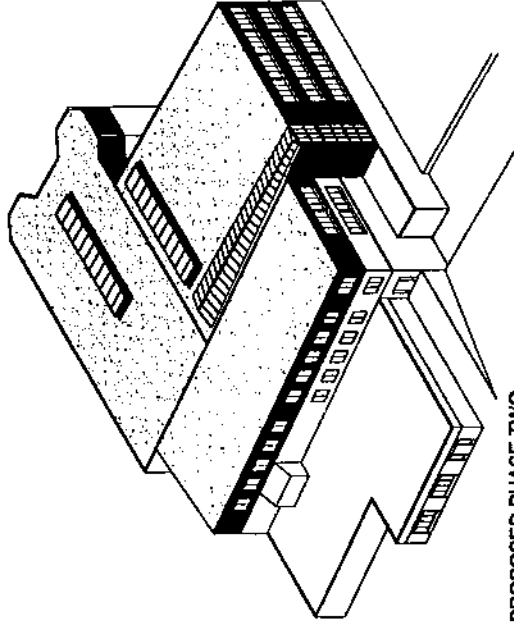
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EXISTING BUILDING



PROPOSED PHASE ONE



PROPOSED PHASE TWO

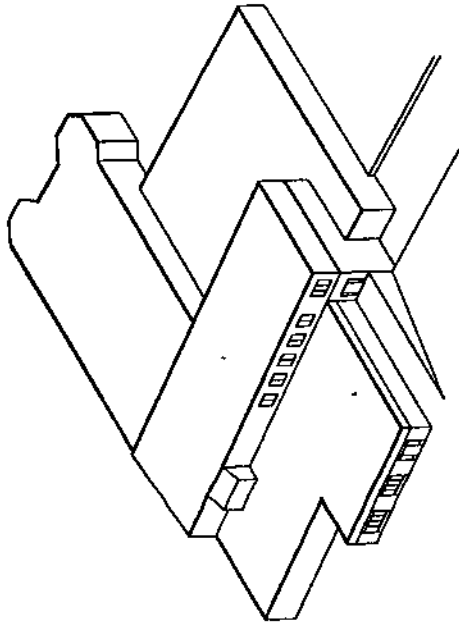
Map 4

Proposed Phases

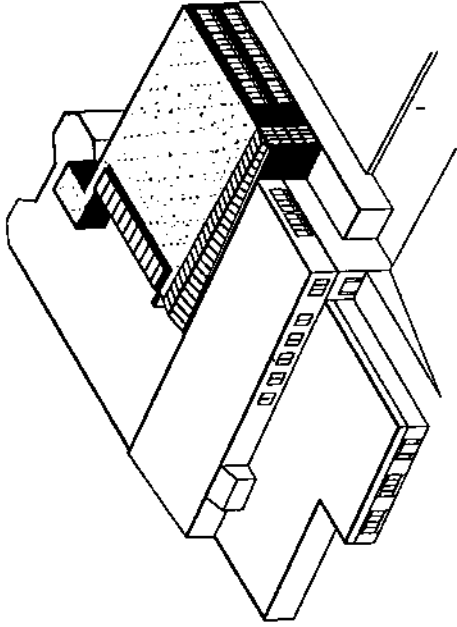
Oct. 19 1999

HALIFAX
REGIONAL MUNICIPALITY
PLANNING SERVICES

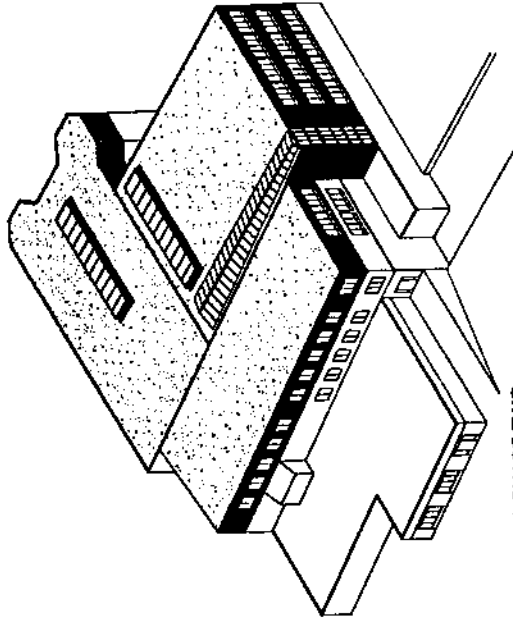
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EXISTING BUILDING



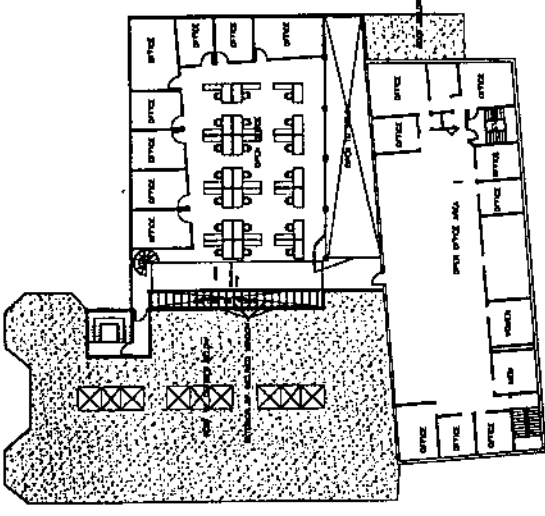
PROPOSED PHASE ONE



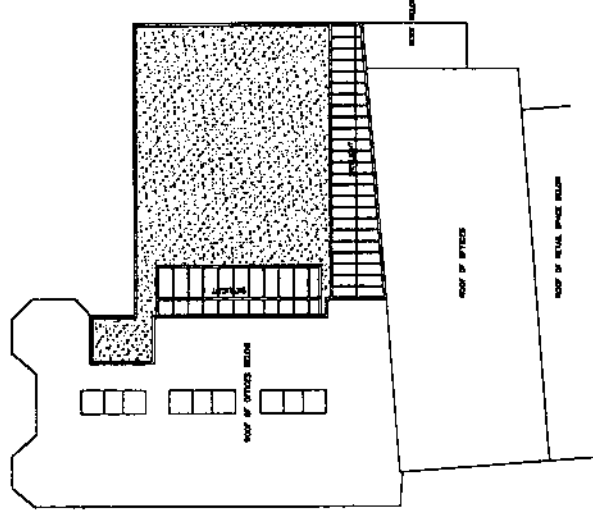
PROPOSED PHASE TWO

Map 4
Proposed Phases

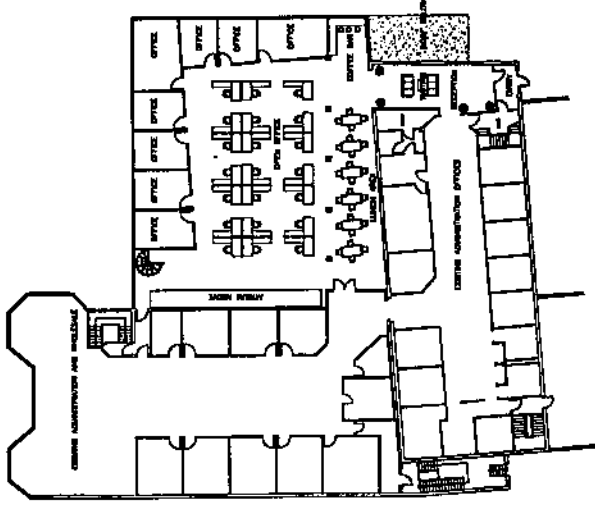
Oct. 19 1998



PROPOSED THIRD FLOOR PLAN



PROPOSED ROOF PLAN



PROPOSED SECOND FLOOR PLAN

Map 5
Proposed Floor Plans

Oct. 19 1999

Attachment F: Applicant's Proposal Letter

Sunrose Land Use Consulting

SUNROSE



November 15, 2017

Leah Perrin, Planner II
Urban Area Planning Policy Applications
Halifax Regional Municipality

Dear Leah:

RE: Case #21094 - Clearwater Seafoods Limited Partnership – Application to discharge the development agreement and apply a new zone to the Bedford portion of the Clearwater property at 757 Bedford Highway (PID 40728081).

On behalf of my Client, Clearwater Seafoods Limited Partnership (Clearwater), please accept this letter as an application to discharge the existing development agreement (and associated amendments) that apply to the affected property. Further, in accordance with Policy C-9 of the Bedford MPS, apply a new zone to the portion of the property that falls in the Bedford Plan Area that would preserve the developer's rights under the existing Clearwater development agreement as per section 14 of the development agreement.

The Clearwater office building and parking lot are located on PID 40728081 and covered by the development agreement. The office building portion of this property falls under the Bedford MPS/LUB and the parking lot portion falls under the Halifax MPS/LUB. The purpose of this request is so that Clearwater can construct a new parking garage on the portion of the property that falls under the Halifax MPS/LUB in accordance with the Halifax C2B zone.

There have been ongoing safety concerns with having the Clearwater employees cross the Bedford Highway to access their secondary parking area. There has already been one Clearwater employee struck by a vehicle while trying to cross the Bedford Highway in this area. It has become imperative that new parking spaces be provided on the same side of the Bedford Highway as the head office building.

It is my understanding that a discharge of the development agreement with the required accompanying LUB amendment to apply a new zone to the Bedford portion of the property will result in the Halifax portion of the property being regulated by the underlying C2B zone. No MPS amendments would be necessary to either Municipal Planning Strategy. I have enclosed a draft new zone for the Bedford Clearwater property for your consideration.

Please do not hesitate to contact me if you require any additional information.

Sincerely,

Jenifer Tsang, MCIP

PART 16A CLEARWATER SEAFOODS (CS) ZONE

No development permit shall be issued for a development in a CS Zone except for one or more of the following uses:

- a) The existing Clearwater building (as of November 2017) used for the purpose of retail and wholesale sales of seafood products and associated office and service space
- b) Parking area associated with commercial uses located within 300 feet of the building
- c) Uses permitted in the CCDD Zone may be considered in the CS Zone through an approved Development Agreement if municipal services are available as per Policy C-13.

SPECIAL REQUIREMENTS

- 1. The retail component must remain on the main floor and face the Bedford Highway.
- 2. The second, third and fourth floor shall be used for office space and accessory uses only (washrooms, meeting rooms, lunch room etc.).
- 3. No increase to the building footprint is permitted, but incidental minor expansions to the building are permitted.
- 4. Minor variances to the parking configuration in order to provide additional space for the loading area may be considered
- 5. Outdoor storage in the designated service area shall be screened with a combination of shrubs and a four foot high wooden fence where storage is visible from the sidewalk or Bedford Highway