



P.O. Box 1749
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Item No. 10.1.1
North West Community Council
June 20, 2022
July 18, 2022

TO: Chair and Members of North West Community Council

SUBMITTED BY: - Original Signed -

Kelly Denty, Executive Director of Planning and Development

DATE: June 1, 2022

SUBJECT: **Case 21826: Amending Development Agreement for 771-819 Bedford Highway and 12-32 Esquire Lane, Bedford**

ORIGIN

Application by Upland Planning + Design Studio on behalf of the property owner, United Gulf Developments Limited.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed amending development agreement, as set out in Attachment A, to allow additional commercial uses, an expansion of the commercial area within existing buildings, construction of new motel buildings and accessory buildings, subdivision of the lands, and a reduction of the non-disturbance area, and schedule a public hearing;
2. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the amending development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Upland Planning + Design Studio, on behalf of the property owner, United Gulf Developments Limited, is applying to make substantive amendments to the existing development agreement for the former Esquire Motel and Travelers Motel site at 771-819 Bedford Highway and 12-32 Esquire Lane, Bedford to allow additional commercial uses, expansion of the commercial area within existing buildings, construction of new motel buildings and accessory buildings, subdivision of the lands, and a reduction to the size of the non-disturbance area.

Subject Site	771-819 Bedford Highway and 12-32 Esquire Lane, Bedford (PID 00428623)
Location	East side of the Bedford Highway, across from Glenmont Avenue and Millview Avenue
Regional Plan Designation	Harbour (HARB)
Community Plan Designation (Map 1)	Commercial Comprehensive Development District (CCDD)
Zoning (Map 2)	Commercial Comprehensive Development District (CCDD)
Size of Site	Approximately 3.41 hectares (8.42 acres)
Street Frontage	Approximately 480.24 metres (1575 feet)
Current Land Use(s)	Commercial uses including restaurants and retail
Surrounding Use(s)	<ul style="list-style-type: none">• North: CN rail line and undeveloped lands of the Waterfront Development Corporation proposed to be used for the future Mill Cove Ferry• South: Existing low rise residential neighbourhood (Millview Avenue and Glenmont Avenue)• East: Clearwater Seafoods (757 Bedford Highway)• West: 3-storey mixed use (residential and commercial) development (827 Bedford Highway)

Proposal Details

The applicant proposes to amend an existing development agreement to allow more flexibility in how the site can be used. The major aspects of the proposal are as follows:

- Expand the list of permitted commercial uses to generally align with the General Business District (CGB) Zone of the Bedford Land Use By-law;
- Allow the expansion of commercial areas in existing buildings;
- Permit the construction of additional buildings that may be used only for hotel, motel, cabin, and guest house uses, and uses accessory to those uses;
- Allow subdivision of the lands; and
- Reduce the size of the non-disturbance area.

Existing Development Agreement

On February 23, 2015, North West Community Council approved the original development agreement¹ (Case 19206) for the subject site. The development agreement:

- Allows for the existing buildings to remain;
- Allows a limited amount of the existing buildings to be converted to a limited selection of commercial uses in addition to the existing motel use;
- Allows the subdivision of the lands in accordance with the Bedford Land Use By-law and Regional Subdivision By-law, however, does not specify the minimum lot area or frontage required for a new lot; and

¹ [February 23, 2015 North West Community Council Agenda | Halifax.ca](#)

- Requires a non-disturbance area in the rear yard.

Enabling Policy and Land Use By-law (LUB) Context

The subject site is designated Commercial Comprehensive Development District (CCDD). Subject to policies C-7, C-8, C-9, and C-13 of the Bedford Municipal Planning Strategy (MPS), Community Council may consider applications for commercial and mixed-use development through the development agreement process for CCDD designated lands. In addition to Implementation Policy Z-3, the enabling policies provide criteria for considering the development of the site including regard for the scale, compatibility, and built form of the development, availability of services, conservation of the natural environment, and delineation of a road reserve to provide a connection between the Bedford Highway and the waterfront lands to the north of the site.

The subject site is zoned CCDD under the Bedford Land Use By-law. Development in the CCDD Zone is only permitted if it is in conformance with an approved development agreement. A variety of uses may be permitted in the zone, including residential, commercial, and institutional uses, and existing uses including the Travelers and Esquire Motels. The commercial uses can include neighbourhood commercial uses, office buildings, uses permitted in the CGB Zone, recycling depots, and billiard/snooker clubs.

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, mailing 170 letters to property owners and residents within the notification area, and a virtual public information meeting held on June 10, 2021. The webpage was viewed a total of 2,438 times (1,986 of these are unique) between January 14, 2021 and June 2, 2022. Visitors spent an average of 2 minutes and 55 seconds on the page. Attachment C contains a copy of a summary from the public information meeting. Only one member of the public attended the meeting. They had no concerns about the proposal. They noted they would like to see small, local businesses in this location.

A public hearing must be held by North West Community Council before they can consider approval of the proposed amending development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to a notice of the hearing published on the Municipality's website at least seven days before the date of the public hearing, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

North West Planning Advisory Committee

On September 1, 2021, the North West Planning Advisory Committee (PAC) recommended that the application be approved with consideration given to excluding a recycling depot as a permitted use under the development agreement. The proposed amending development agreement does not permit recycling depots on the subject lands. A report from the NWPAC to Community Council will be provided under separate cover.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed amending development agreement in relation to the relevant MPS policies.

Proposed Amending Development Agreement

Attachment A contains the proposed amending development agreement for the subject site and the conditions under which the development may occur. The proposed amending development agreement addresses the following matters:

- replacing the existing site plan and landscaping plan to show a new non-disturbance area, the location of proposed buildings, and vehicular parking;
- permitting all uses currently permitted in the CGB Zone, with the exception of recycling depots, dry cleaning depots, and institutional uses, within the existing buildings;
- permitting new buildings to be constructed for hotel, motel, cabin, and guest house uses and for accessory uses;
- allowing new main buildings to be constructed from modified shipping containers or purpose-built modules;
- defining modified shipping containers and purpose-built modules;
- new requirements for accessory buildings;
- enabling the subject site to be subdivided into lots that have a minimum 929 square metres in area with 18.29 metres of street frontage;
- minimum required parking spaces and location of parking areas;
- standards for projecting wall signs; and
- a non-substantive amendment to revise the schedules to reflect changes in the property line in front of Building E for parking lot purposes.

The attached amending development agreement will permit the expanded commercial development, subject to the controls identified above. Of the matters addressed by the proposed amending development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Proposed Land Uses

The existing development agreement limits the permitted commercial uses on the CCDD zoned lands to motels, general retail exclusive of mobile home dealerships, personal and household services exclusive of massage parlours, full-service restaurants, commercial photography, and office uses. Policy C-7 of the MPS states the CCDD zone will permit a range of residential and commercial uses, including neighbourhood commercial, office buildings, and CGB zone uses. The proposed amending agreement will permit a wider range of commercial uses based on the CGB zone. All CGB zone uses are permitted except for recycling depots, dry-cleaning depots, and the institutional uses permitted in the SI (Institutional) zone of the LUB.

Reduced Non-disturbance Area

The proposed amending agreement reduces the size of the existing non-disturbance area that generally encompassed the mature tree stands that exist towards the rear of the site. The revision to the non-disturbance area boundaries accomplishes two things. First, removal of the non-disturbance area is being requested on a portion of the lands where the property owner encroached without permission following approval of the existing development agreement. The owner previously removed trees and constructed outdoor seating for the commercial uses within the non-disturbance area, and a Compliance case relative to the encroachment of development into the non-disturbance area was opened. The case is on-going pending the outcome of this application. The proposed amending agreement would remove the disturbed lands from the non-disturbance area and bring the property owner into compliance. Second, the reduced non-disturbance area allows space for a new motel/hotel use. Additional lands would be added to the non-disturbance area along the rear lot line and southern lot line to buffer the new hotel/motel buildings from the railroad tracks.

Policy C-8 encourages the protection of natural features such as trees. The revised non-disturbance area still protects a large portion of the mature tree stands on the site, while enabling additional development. The site has historically been used for temporary accommodation – the Travelers and Esquire Motels – and the amendment would allow this use to continue in modernized buildings that still reflect the narrow, low rise character of existing development.

Waterfront Entrance Road

Policy C-13 requires the development agreement to delineate space for an entrance road to the waterfront lands located across the rail tracks to the northeast of this site, and that no buildings be allowed to be built next to the reserve. The existing development agreement shows a 66' wide area for a road with 60' clearances from other structures on either side. Since the original agreement was written, HRM has undertaken a series of studies to support the Mill Cove Ferry Service which is proposed to be located on these adjacent waterfront lands. CBCL Limited on behalf of HRM created sketches showing a range of possible access options. The applicant has agreed to accommodate this range of access options and has revised the width of the road reserve within this amending development agreement. The proposed amending development agreement reflects a wider road reserve with the southern boundary angled further east. This will permit greater flexibility in the engineered design of this future connection as planning for this access continues.

Encroaching Parking & Non-Substantive Amendment Provision

In 2017, the parking lot in front of the former Travelers Motel building was expanded into the HRM right-of-way without the necessary permissions. In April 2022, the property owner applied for an Encroachment Agreement with HRM's Right-of-Way Services to receive approval to use this portion of the right-of-way for parking. This application is currently being reviewed, and if approved, would allow the parking to remain in its current location. The property owner has expressed interest in purchasing part of the right-of-way as a permanent solution for the expanded parking lot. However, due to infrastructure upgrades anticipated in the future, including a new access from the Bedford Highway over this site to the Mill Cove lands, HRM is not in a position to declare the land surplus at this time. Staff have included a non-substantive amendment provision in the amending agreement that gives the property owner the ability to incorporate the front parking into the bounds of the agreement and continue to use it for parking should the land be purchased in the future.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The proposed amending agreement permits a wider range of uses and additional commercial space to serve the community, while continuing to protect mature tree stands and space for a future road to the waterfront lands. Therefore, staff recommend the North West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2022-2023 operating budget for Planning and Development.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed amending development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

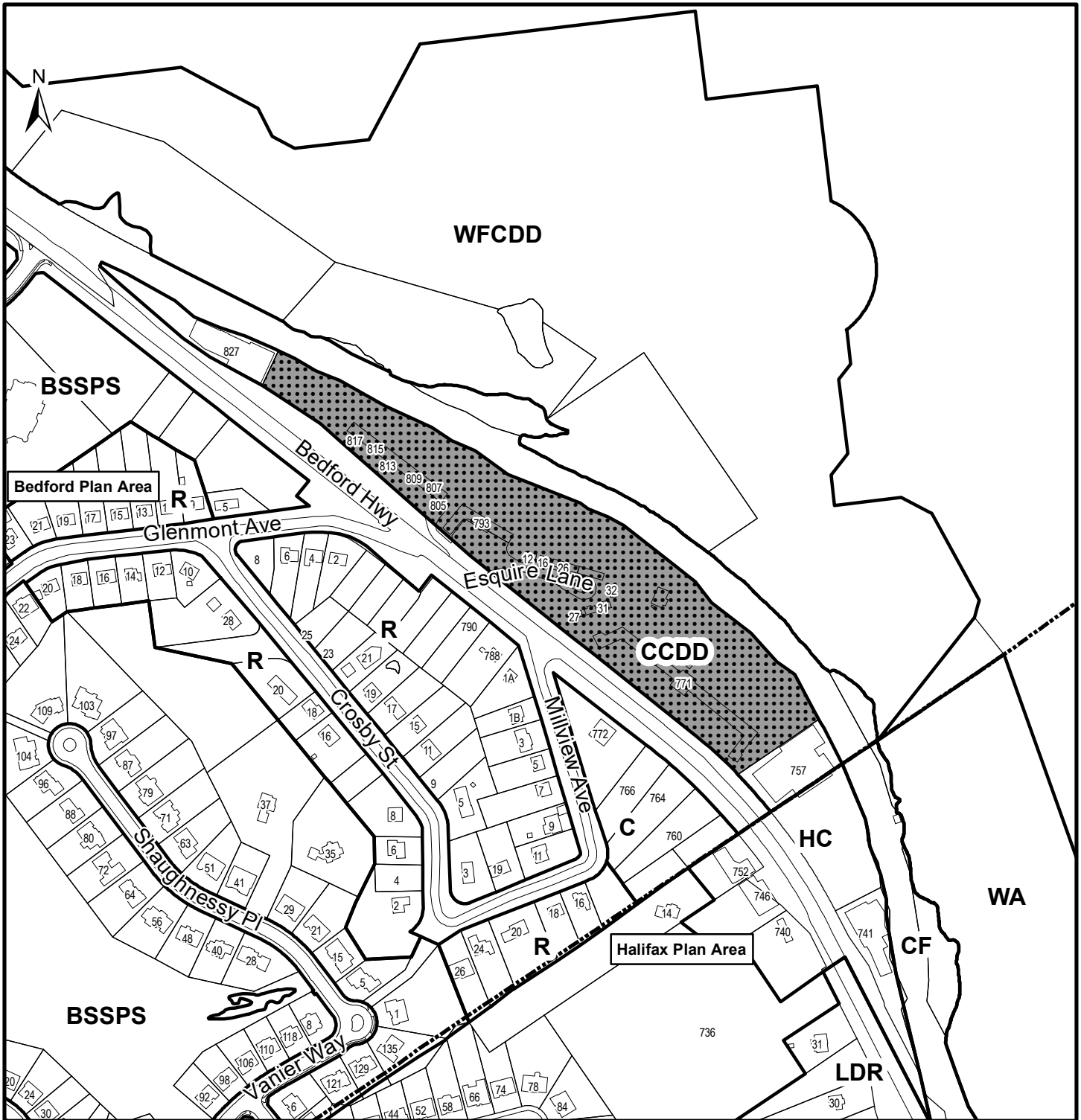
1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Review of Relevant Policies from the Bedford Municipal Planning Strategy
Attachment C:	Public Information Meeting Summary

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.


Report Prepared by: Meaghan Maund, Planner III, 902.233.0726



Map 1 - Generalized Future Land Use

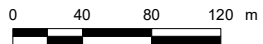
HALIFAX

771 and 819 Bedford Highway

 Subject Property

Designation

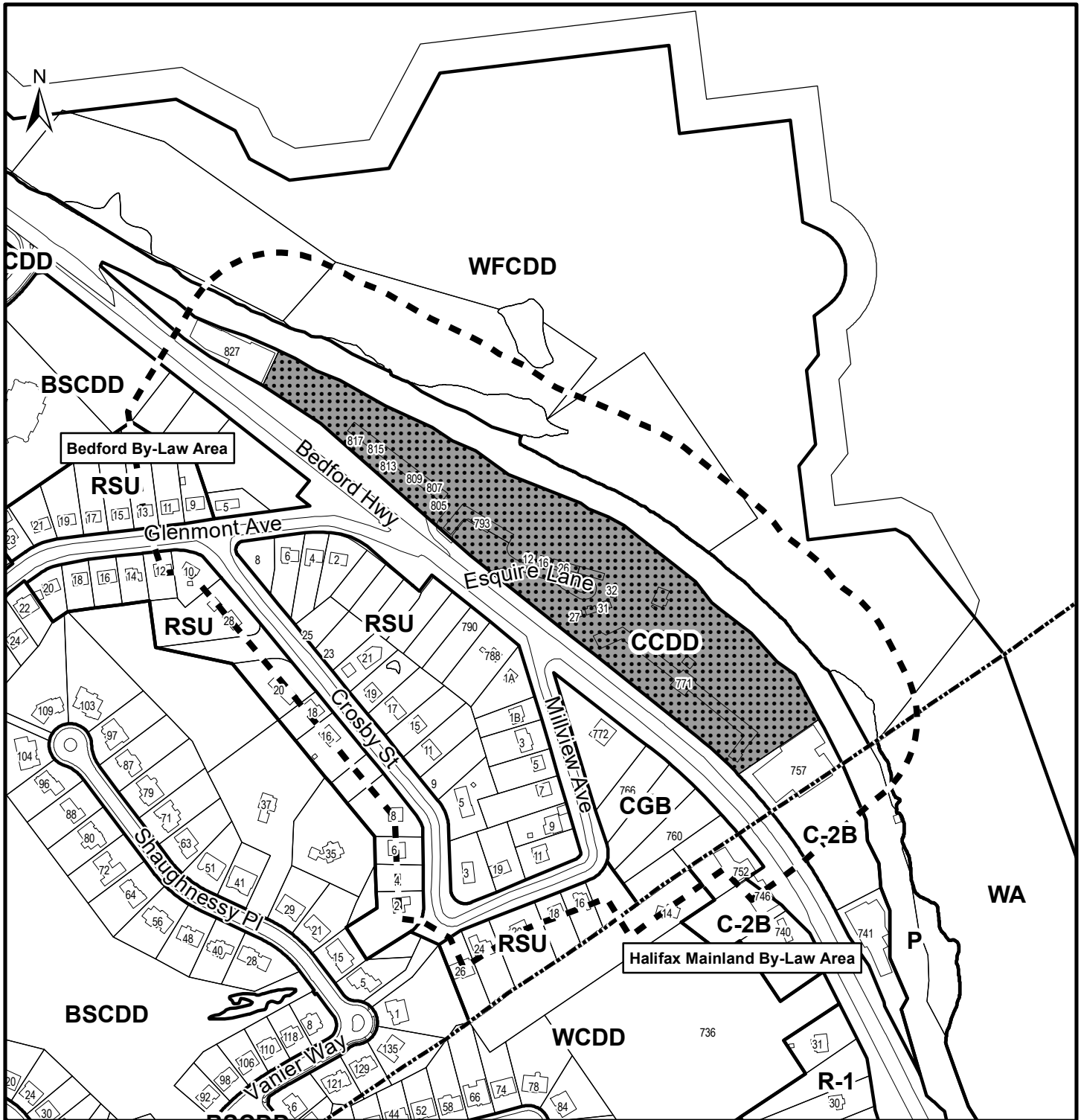
- BED BSSPS Bedford South Secondary Planning Strategy
- C Commercial
- CCDD Commercial Comprehensive Development District
- R Residential
- WFCDD Waterfront Comprehensive Development District
- HFX CF Community Facilities
- HC Highway Commercial
- LDR Low Density Residential
- WA Water Access Area



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 Plan Area



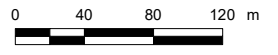
Map 2 - Zoning

771 and 819 Bedford Highway

-  Subject Property
-  Area of Notification

Zone	
BED	BSCDD Bedford South Comprehensive Development District
CCDD	Commercial Comprehensive Development District
CGB	General Business District
RSU	Single Dwelling Unit
WFCDD	Waterfront Comprehensive Development District
HMAIN	C-2B Highway Commercial
P	Park and Institutional
R-1	Single Family Dwelling
WA	Water Access
WCDD	Wentworth Comprehensive Development District

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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.

Bedford
Land Use By-Law Area

Attachment A: Proposed Amending Development Agreement

THIS FIRST AMENDING 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 771-819 Bedford Highway and 12-32 Esquire Lane, Bedford, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on February 23, 2015 North West Community Council approved an application to enter into a Development Agreement to allow for commercial development on the Lands (municipal case 19206), which said Development Agreement was registered at the Land Registration Office in Halifax on April 16, 2015 as Document Number 106945273 (hereinafter called the "Original Agreement");

AND WHEREAS the Developer has requested amendments to the Original Agreement to allow additional commercial uses, an expansion of the commercial area within existing buildings, construction of new motel buildings and accessory buildings, subdivision of the Lands, and reduction of the non-disturbance area on the Lands, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies C-7, C-8, C-9, C-13, and Z-3 of the Bedford Municipal Planning Strategy and Part 4, Section 3(d) of the Bedford Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 21826;

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

-
1. Except where specifically varied by this First Amending Agreement, all other conditions and provisions of the Original Agreement as amended shall remain in effect.
 2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement, and the Original Agreement.

3. Section 2.2 of the Original Agreement shall be amended by inserting the following text as shown in bold immediately following subsection 2.2(b):

(c) **“Building Footprint” means the area of a building on a lot, including land over which the building projects, but excluding any area below the eaves of a roof, and any portion not covered by a roof, such as unsheltered steps, verandas, or decks.**

(d) **“Main Buildings” means Buildings A, B, C, D, E, or F.**

(e) **“Modified Shipping Container” means a shipping container that is modified through a means such as, but not limited to, structural reinforcement, the addition of windows and doors, insulation, and the addition of interior and exterior finishes so as to allow the re-use of the shipping container for habitation or commercial premises and accessory uses.**

(f) **“Purpose-built Module” means a structure constructed for habitation or commercial premises and accessory uses that emulate the dimensions and form of a shipping container.**

4. Section 3.1 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold as follows:

~~Schedule B Site Plan – Plan Number 19206-01~~

~~Schedule C Preliminary Landscaping Plan – Plan Number 19206-02~~

Schedule B1 Site Plan

Schedule C1 Preliminary Landscape Plan

5. The Original Agreement shall be amended by deleting the following Schedules:

~~Schedule B Site Plan – Plan Number 19206-01~~

~~Schedule C Preliminary Landscaping Plan – Plan Number 19206-02~~

And inserting the following Schedules:

Schedule B1 Site Plan (attached)

Schedule C1 Preliminary Landscape Plan (attached)

6. The Original Agreement shall be amended by deleting all text references to Schedule B and Schedule C and replacing them with respective reference to Schedule B1 and Schedule C1.

7. The Original Agreement shall be amended by inserting the text shown in bold immediately following Section 3.2.3 as follows:

3.2.4 For any permit application that requires a Site Plan or a Landscape Plan, the Site Plan and Landscape Plan shall show the Non-Disturbance Area as required by Section 3.8.3.

8. Section 3.3.1 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:

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

- ~~(a) Existing buildings in conformance with Schedule B of this agreement;~~
- ~~(b) Existing accessory buildings in conformance with Schedule B of this agreement;~~
- ~~(c) Specific commercial land uses, including;~~
 - ~~i. Motels;~~
 - ~~ii. General retail exclusive of mobile home dealerships;~~
 - ~~iii. Personal and household services, exclusive of massage parlours;~~
 - ~~iv. Full service restaurants;~~
 - ~~v. Commercial photography; and~~
 - ~~vi. Office uses~~

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

- (a) All Age/Teen Clubs;**
- (b) Banks and Financial Institutions;**
- (c) Commercial Parking Lots;**
- (d) Commercial Photography;**
- (e) Day Care Facilities;**
- (g) Full-service Restaurants;**
- (h) Funeral Homes;**
- (i) General Retail, exclusive of Mobile Home Dealerships;**
- (j) Hotels, Motels, Cabins, Guest Houses;**
- (k) Ice Cream Stands;**
- (l) Lounges and Taverns;**
- (m) Neighbourhood Convenience Stores;**
- (n) Offices;**
- (o) Personal and Household Services, exclusive of Massage Parlours;**
- (p) Private Clubs (Social);**
- (q) Veterinary Clinics; and**
- (r) Uses accessory to the foregoing uses.**

8. Section 3.3.2 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text in bold as follows:

~~3.3.2 Buildings A and B, as identified on Schedule B, shall consist of the following~~

- ~~(a) 30% of the total gross floor area of Building A may be converted to commercial uses, as permitted under Section 3.3.1(c) of this agreement. A minimum of 70% of the total gross floor area of Building A shall be devoted to the existing Motel use;~~
- ~~(b) 15% of the total gross floor area of Building B may be converted to commercial uses, as permitted under Section 3.3.1(c) of this agreement. A minimum of 85% of the total gross floor area of Building B shall be devoted to the existing Motel use; and~~
- ~~(c) Notwithstanding Sections 3.3.2(a) and 3.3.2(b), provided 100% of Building A or B is devoted to the existing motel use, 57% of the total gross floor area of one building (Building A or B) may be converted to commercial uses, as permitted under Section 3.3.1(c) of this agreement.~~

3.3.2 Notwithstanding Section 3.3.1, the use of Buildings F, as identified on Schedule B1, shall be limited to:

- (a) Hotels, Motels, Cabins, Guest Houses; and**
- (b) Uses accessory to the foregoing uses.**

9. Section 3.4.1 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text in bold as follows:

Siting

~~3.4.1 Development of new buildings or accessory buildings shall not be permitted.~~

Main Buildings

3.4.1 Development of any new main building or modification of any existing main building shall not be permitted except in compliance with Sections 3.4.2 and 3.4.3.

10. Section 3.4.2 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

~~3.4.2 Notwithstanding Section 3.4.1, new buildings, identified as trailers on Schedule B, may be developed in place of previous cabins. The proposed buildings shall be sited as shown on Schedule B.~~

3.4.2 Buildings A, B, C, D, and E, as shown on Schedule B1 of this Agreement, shall comply with the following requirements:

- (a) The exterior building dimensions shall not be increased beyond the limits indicated on Schedule B1.**
- (b) The height of the buildings shall not be increased from the existing heights.**

11. Section 3.4.3 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown bold as follows:

~~3.4.3 Buildings and accessory buildings, as shown on Schedule B of this Agreement, shall comply with the following:~~

- ~~(a) The building footprint of any existing building(s) shall not be increased;~~
- ~~(b) Notwithstanding 3.4.3(a), the front façade of Buildings A, B, D and E may extend into the front yard by 1.52 meters (5 feet);~~
- ~~(c) The height of existing buildings shall not be increased;~~
- ~~(d) Any modification or alteration to any building(s) façade shall satisfy all architectural requirements for commercial uses as prescribed under Section 33 of the Bedford Land Use By-law; and~~
- ~~(e) The maximum height any new building shall not exceed 6.1 meters (20 feet).~~

3.4.3 Buildings F, as shown on Schedule B1 of this Agreement, shall comply with the following requirements:

- (a) The buildings shall consist of modified shipping containers or purpose-built modules constructed to emulate the dimensions of shipping containers.
- (b) The total number of shipping containers or purpose-built modules located as Buildings F shall not exceed 48.
- (c) The individual shipping containers or purpose-built modules shall not exceed a length of 12.2 metres.
- (d) The height of the buildings shall not exceed 3.6 metres.
- (e) The shipping containers or purpose-built modules used for Buildings F shall not be located outside of the extents shown on Schedule B1.

12. The Original Agreement shall be amended by inserting the text shown in bold immediately following section 3.4.4 as follows:

Accessory Buildings

3.4.5 Notwithstanding Schedules B1 and C1, accessory buildings shall be permitted subject to the following requirements:

- (a) The maximum height of accessory buildings shall be 6.1 metres.
- (b) Accessory buildings shall not exceed exterior dimensions of 4.5 metres by 4.5 metres.
- (c) Accessory buildings shall not be located between Buildings A, B, C, D, and E and the front lot line.
- (d) The total building footprint of all accessory buildings on the Lands shall not exceed 400 square metres.

13. Section 3.5 of the Original Agreement shall be amended by inserting the text shown in bold immediately after section 3.5.1 as follows:

3.5.2 Notwithstanding 3.5.1, the minimum lot frontage for subdivision of the Lands shall be 18.29 metres and the minimum lot area shall be 929 square metres.

14. Section 3.6 of the Original Agreement shall be amended by deleting text shown in ~~strikeout~~, and inserting the text shown in bold as shown as follows:

~~3.6.2 The total number of required parking spaces and bicycle parking facilities shall be in accordance with the requirements of the Bedford Land Use By-law.~~

~~3.6.3 The existing parking area may be expanded in areas where buildings have been removed or demolished, however the parking area shall not be expanded along any vegetated and/or treed area, except as shown on Schedule C.~~

3.6.2 Vehicular parking shall be provided on the Lands at a rate of 1 space per unit for Hotel, Motel, Cabin, and Guest House uses and a minimum of 122 spaces in total for all other uses. The total number of required bicycle parking facilities shall be in accordance with the requirements of the Land Use By-law.

15. Section 3.8.2 of the Original Agreement shall be deleted.

16. Section 3.8.3 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold as follows:

3.8.3 An area of Non-Disturbance shall be provided as shown on Schedule C1. ~~and shall be located:~~

- ~~(a) 15.2 metres (50 feet) from the rear of Buildings A and B as identified on Schedule C; and~~
- ~~(b) 6.09 meters (20 feet) from the rear of Buildings C, D and E as identified on Schedule C.~~

17. Section 3.10 of the Original Agreement shall be amended by inserting the text shown in bold immediately following section 3.10.3 as follows:

3.10.4 Notwithstanding Section 3.10.2, projecting wall signs may:

- (a) extend above the eaves, parapet or roof line of the building on which they are affixed by up to 0.5 metres;**
- (b) be erected below a height of 2 metres above grade; and**
- (c) have a single face area no greater than 3 square metres.**

18. Section 6.1 of the Original Agreement shall be amended inserting the text shown in bold immediately after 6.1 (b) as follows:

- (c) Amendments to Section 3.6 and Schedules A, B1, and C1 to include additional lands to enlarge the parking area for Building E.**

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: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

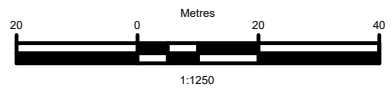
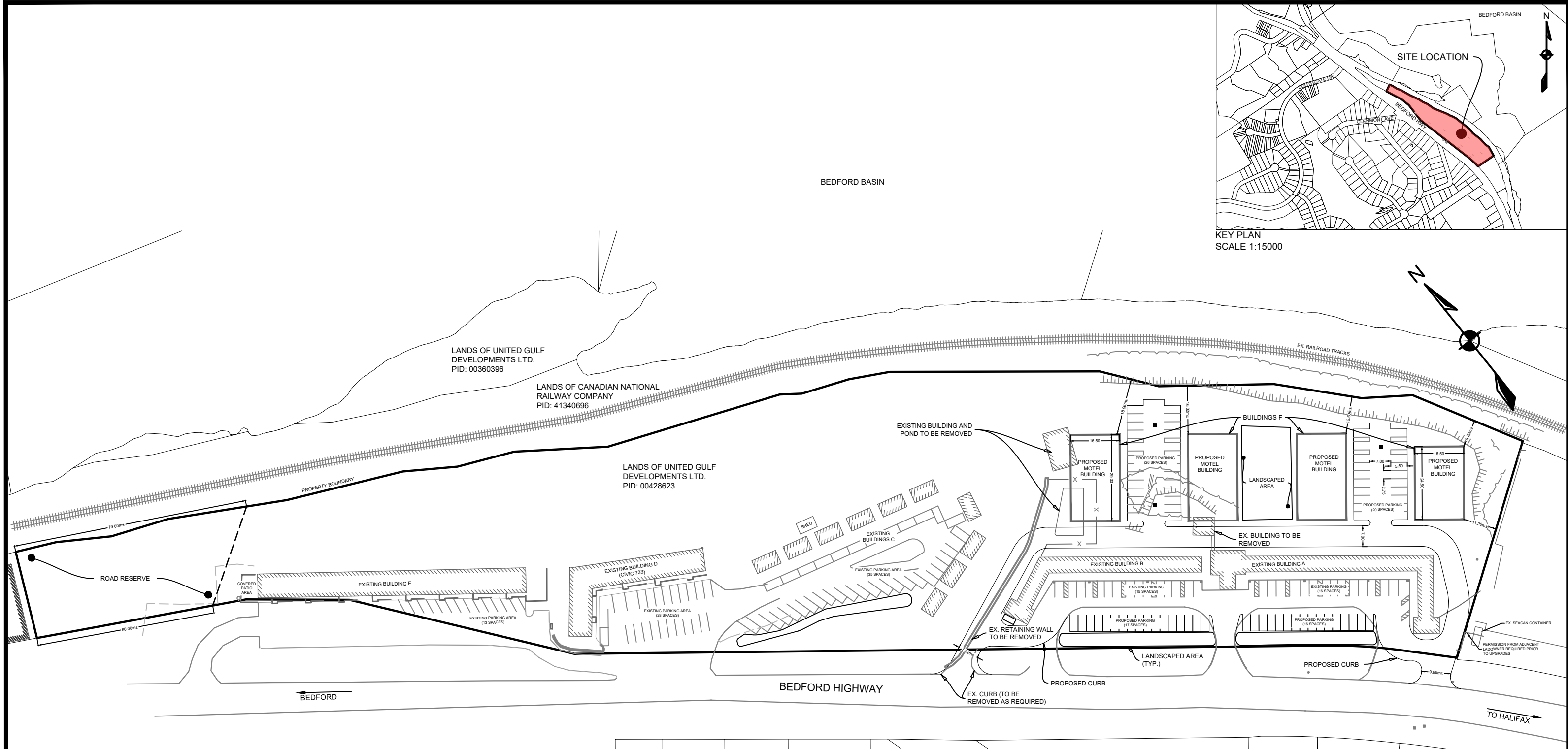
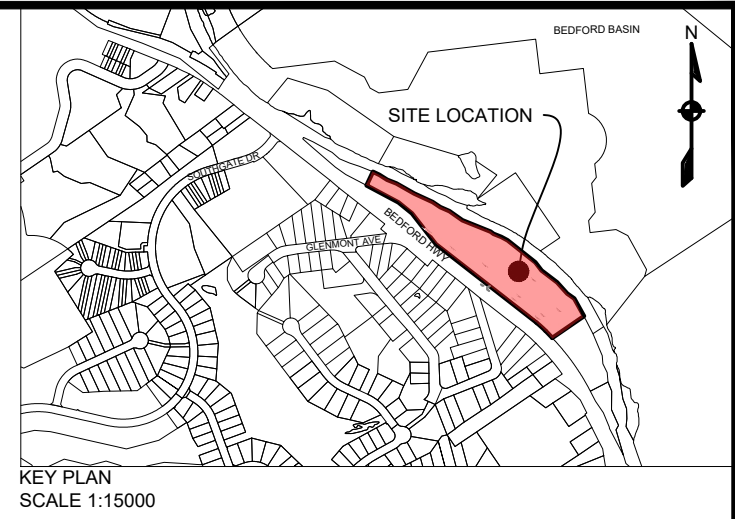
On this _____ day of _____, A.D. 20____, before me, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

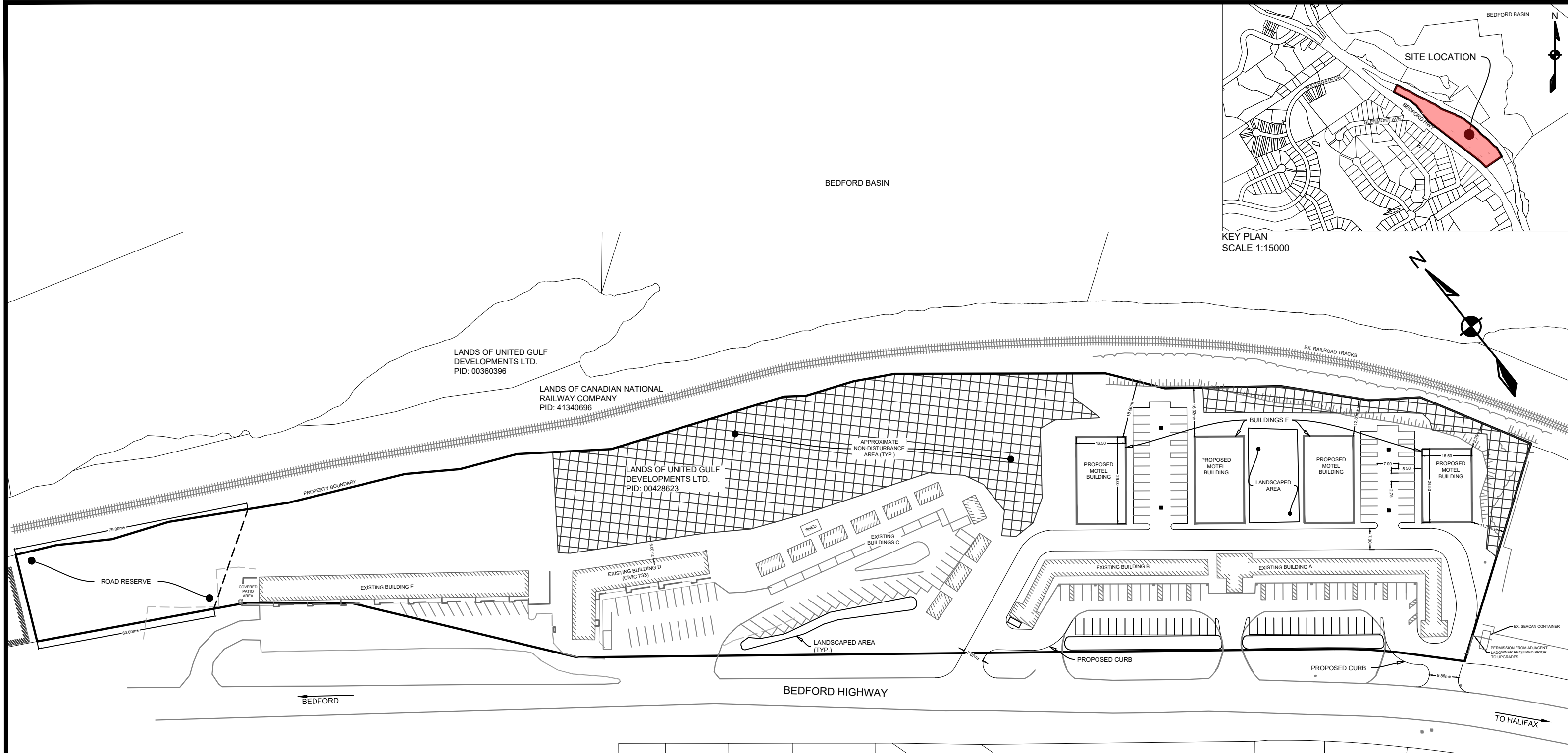
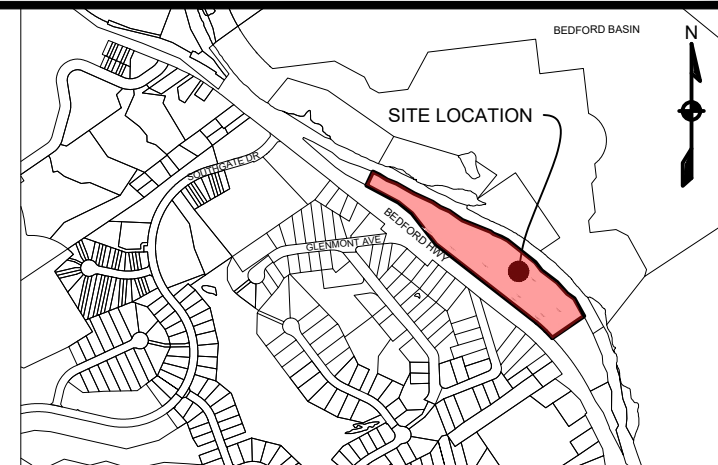
On this _____ day of _____, A.D. 20____, before me, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Mike Savage, Mayor and Iain MacLean Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

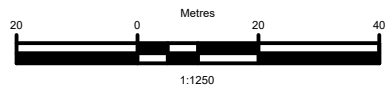


NOTES:
1. PROPERTY BOUNDARY BASED ON LEGAL SURVEY (DATED JUNE 24, 2020)

CONSULTANT	CLIENT	PROJECT DESCRIPTION	SHEET DESCRIPTION	Engineer	Drawn
<p>..\\L..Logos\DP logo NEWDP logo bw tag.jpg</p> <p>PHONE: 902.832.5597</p> <p>www.designpoint.ca</p>	<p>United Gulf Developments Limited</p>	<p>TRAVELERS + ESQUIRE MOTELS</p> <p>BEDFORD, NOVA SCOTIA</p>	<p>SCHEDULE B1: SITE PLAN</p>	ASF	STAFF
				Scale 1:1250	Date JAN 31 2022
				Project No. 14-024	Drawing No.
				Filename 14-024C1-SP.dwg	C1-SP 1 OF 2



- NOTES:
1. PROPERTY BOUNDARY BASED ON LEGAL SURVEY (DATED JUNE 24, 2020)
 2. NON-DISTURBANCE AREAS AREA APPROXIMATE AND ARE SUBJECT TO DETAILED DESIGN.



CONSULTANT	CLIENT	PROJECT DESCRIPTION	SHEET DESCRIPTION	Engineer	Drawn
<p>..l..l..Logos\DP logo NEWDP logo bw tag.jpg</p> <p>PHONE: 902.832.5597</p> <p>www.designpoint.ca</p>	<p>United Gulf Developments Limited</p>	<p>TRAVELERS + ESQUIRE MOTELS</p> <p>BEDFORD, NOVA SCOTIA</p>	<p>SCHEDULE C1: PRELIMINARY LANDSCAPE PLAN</p>	ASF	STAFF
				Scale 1:1250	Date JAN 31 2022
				Project No. 14-024	Drawing No.
				Filename 14-024C1-SP.dwg	C1-LP 2 OF 2

Attachment B
Review of Relevant Policies from the Bedford Municipal Planning Strategy

COMMERCIAL	
Policy	Staff Comment
<p>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.</p> <p>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.</p>	<p>The existing development agreement and proposed amending development agreement only permit commercial uses. No multi-unit dwellings have been proposed as part of this application. The amending development agreement permits CGB zone uses.</p>
<p>Policy C-8: It shall be the intention of Town Council to enter into Development Agreements pursuant to the <u>Planning Act</u> 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</p>	<p>Both the existing and amending development agreements enable commercial development on lands zoned CCDD. The amending development agreement application has been reviewed against the applicable policies – see comments in this table.</p>

<p>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.</p>	<p>The proposed amending development agreement requires the existing buildings' footprint, scale, and siting to remain the same. In doing so, retain all the features of the site that created a low-rise, narrow footprint character. The proposed amending development agreement allows new commercial buildings to be constructed from shipping containers and placed at the rear of the property, which also reflect the low rise, narrow design similar to the existing structures.</p> <p>A large portion of the site is within a non-disturbance area, which will help protect existing mature tree stands.</p>
<p>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 <u>Planning Act</u>.</p>	<p>Council may consider discharging the existing development agreement as provided for in the agreement and zone the property in such a manner as to be consistent with the property and applicable legislation. The existing development agreement does not specify a zone to be applied to the property. This development is not yet 'completed' and therefore staff do not recommend any action at this time.</p>
<p>Policy C-13: 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.</p>	<p>The existing development agreement provides only for development and redevelopment on the Travelers and Esquire Motels site and does not include Clearwater Seafood lands. Staff is of the opinion these requests will not hinder a future comprehensive development agreement when Clearwater is ready to redevelop their site.</p> <p>The entrance road to the waterfront project has not been developed, but HRM has hired a company who has prepared sketches that cover a range of possible access options to the Mill Cove lands. The applicant has shown on their site plan a road reserve that accommodates the possible access options. The road reserve area is 60 metres wide along the Bedford Highway and widens to 79 metres along the rear lot line. This clearance width provides space to accommodate a 66' wide road with 60' of clearance on either side.</p>

	The existing agreement and proposed amendments do not allow any buildings to be 75 feet or taller.
IMPLEMENTATION	
<p>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:</p>	
<p>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;</p>	<p>The proposed development is reasonably consistent with the intent of the Bedford MPS and LUB. See comments for other applicable policies above. Policy R-16 is not applicable.</p>
<p>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;</p>	<p>The proposal is generally consistent with surrounding commercial development along the Bedford Highway. The Avella development (retail and office uses) abutting the northwest property boundary is a three-storey linear building. There is a one-storey commercial building proposed on the opposite side of the Bedford Highway from the Avella (Case 21946). The Clearwater Seafood commercial site abuts the subject site to the southeast and is a four-storey building but looks like a one-storey building in the front thanks to large stepback of the other storeys plus the steep descending grade of the site.</p>
<p>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;</p>	<p>The proposed development is not anticipated to be incompatible with adjacent uses. Most of the proposed commercial uses will be incorporated into existing buildings of the Travelers Motel and Esquire Motel with the exception of the proposed hotel/motel/guest house development behind the existing Esquire Motel building. The proposed new hotel/motel use is not expected to impact the commercial use on the abutting lands to the southeast.</p>
<p>4. That provisions are made for safe access to the project with minimal impact on the adjacent street network;</p>	<p>These provisions are addressed through the HRM Streets By-law.</p>
<p>5. That a written analysis of the proposal is provided by staff which addresses whether the proposal is premature or inappropriate by reason of:</p> <p>(i) the financial capability of the Town to absorb any capital or operating costs relating to the development;</p>	<p>(i) The proposed development is not anticipated cost to the Municipality. (ii) Halifax Water requires, prior to the issuance of any development permits, a sewer capacity analysis be prepared. If any upgrades to the sewer or combined</p>

<ul style="list-style-type: none"> (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 	<p>services are required, the developer is responsible for the cost.</p> <ul style="list-style-type: none"> (iii) Halifax Water has reviewed the proposal and concludes that there are adequate water services to support the proposed development. (iv) N/A. (v) Storm water management and sedimentation control measures will be addressed through the permitting stage of development. Requirements regarding these measures are included under Sections 5.2, 5.3.1, and 5.3.2 of the existing development agreement. (vi) N/A. No residential development is being proposed, therefore there will be no additional demand on schools as a result of this application. (vii) N/A. No residential development is being proposed, therefore there will be no additional demand on schools as a result of this application. (viii) Development Engineering and Traffic Services have reviewed and accepted the Traffic Impact Statement. (ix) The western portion of the subject site contains the future public access to the waterfront lands development along the Bedford Basin. The single access point will limit impact to the shoreline. The site is separated from the Bedford Basin (at the rear of the lot) by the CN rail line. A large portion of the rear yard is a non-disturbance area. (x) Subject to Section 3.8.3 of the proposed amending agreement, the majority of the existing mature tree stands, located along the northern portion of the subject site will be designated as a non-disturbance area. (xi) The subject site is not included on the map. (xii) See comments under Policy C-8 above.
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<p>to the physical characteristics of the site.</p>	
<p>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:</p> <ul style="list-style-type: none"> (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. 	<p>Most of these elements have been addressed above.</p> <p>The amending development agreement continues to limit the uses to uses permitted in the CGB zone. The development agreement also limits the size and number of commercial buildings and parking areas.</p> <p>A preliminary landscaping plan is attached to the amending agreement and the agreement requires a landscaping plan to be submitted with any new site development. The plan must show the non-disturbance area as required by the amending agreement.</p> <p>The amending agreement does not require open space or parkland as this is a commercial development.</p> <p>The site does not abut a watercourse. The Bedford Basin is to the north of the site, but it is separated by the CN rail line.</p>
<p>7. Any other matter enabled by Sections 73 and 74 of the Planning Act.</p>	<p>No other matters have been identified.</p>
<p>8. In addition to the foregoing, all zoning amendments and development agreements shall be prepared in sufficient details to:</p> <ul style="list-style-type: none"> (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. 	<ul style="list-style-type: none"> (i) The staff report provides an overview of the nature of the proposed development. In brief, the proposal is to introduce CCDD zone uses that continue the motel land use in proposed modular forms and replace the motel use with commercial uses that will seek to compliment and support the existing surrounding community. (ii) The proposed development will have minimum visual impact on the subject site and surrounding properties as the existing Esquire Motel and former Travelers Motel buildings will not increase in height or massing and the proposed motel units and commercial use are one-storey in form. With regards to the impact on the existing road network, Development Engineering and Traffic Services have reviewed and accepted the Traffic Impact Statement.

<p>9. To assist in the evaluation of applications to enter into development agreements, Council shall encourage proponents to provide the following information:</p> <ul style="list-style-type: none"> a) a plan to a scale of 1":100' or 1":40' showing such items as: <ul style="list-style-type: none"> (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. 	<p>Sufficient information and plans were submitted to properly evaluate the proposed development.</p>
<p>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.</p>	<p>A holding zone has not been established.</p>



Attachment C: Public Information Meeting Summary

Virtual Public Information Meeting Case 21826

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

**Tuesday, June 10, 2021
6 p.m.
Virtual**

STAFF IN

ATTENDANCE: Jennifer Chapman, Planner, Planner II, HRM Planning
Melissa Eavis, Planner, Planner II, HRM Planning
Tara Couvrette, Planning Controller, HRM Planning

ALSO IN

ATTENDANCE: Ian Watson – Applicant, Upland Planning & Design

REGRETS: Tim Outhit (District 16) - Councillor for Bedford - Wentworth

PUBLIC IN

ATTENDANCE: Approximately: 2

1. Call to order and Introductions – Jennifer Chapman, Planner

Case 21826: Application by Upland Planning & Design, requesting substantive amendments to an existing development on lands at 771 Bedford Highway to permit additional commercial uses, allow commercial uses to the entire Esquire Motel site, additional building signage, and expansion of the northwest parking area.

2. Presentations

Because there was only one person who attended, and they had already gone through the presentation online, it was more of an informal talk between the planner, applicant, and participant.

3. Questions and Comments

(i) **Charmaine McDonald, Bedford:**

Has no concerns just wanted to get some information on what was going to happen at this site and the timelines. Would like to see small local businesses in this location.

Jennifer Chapman / Ian Watson – Explained the timeline for this application.

4. Closing Comments

Ms. Chapman thanked everyone for their participation in the meeting.

5. Adjournment

The meeting adjourned at approximately 6:17 p.m.