

- 9.11 The mobile home park owner may develop or upgrade street lighting in any mobile home park existing in the Municipality on the effective date of this By-law, in accordance with the recommendations made by the Nova Scotia Power Corporation, in which case the Municipality may consider the costs associated with the provision and maintenance of street lighting fixtures, where an area rate exists, and the mobile home park owner shall be responsible for costs associated with erecting and maintaining street lighting poles.

PART 10: RESPONSIBILITIES OF THE MOBILE HOME OWNER

- 10.1 The mobile home owner shall maintain the cleanliness and appearance of the mobile home space.
- 10.2 The mobile home owner shall maintain the cleanliness and appearance of the mobile home, its skirting, additions and all accessory buildings located on the mobile home space.
- 10.3 The mobile home owner shall provide and install skirting on the mobile home.
- 10.4 Within one (1) year of the effective date of this By-law, all mobile homes without skirting in existing mobile home parks shall be skirted in accordance with Section 12.3 of this By-law.
- 10.5 Where a mobile home has been located in a mobile home park on or before the effective date of this By-law, and the mobile home owner is permitted by the mobile home park owner to add, construct, or otherwise place an accessory building or addition on the mobile home space, the mobile home owner shall obtain a Mobile Home Permit pursuant to the provisions of Section 12.4 or Section 12.5 as the case may be.
- 10.6 Where a mobile home has been located in a mobile home park on or before the effective date of this By-law, and the mobile home owner is permitted by the mobile home park owner to conduct a business use within the mobile home, the mobile home owner shall obtain a Mobile Home Permit pursuant to the provisions of Section 12.6.
- 10.7 Within one (1) year of the effective date of this By-law, the Municipality shall establish and maintain a street numbering system which permits clear identification of each mobile home space and the mobile home owner shall clearly display the appropriate number on the mobile home space or affixed to the mobile home.

PART 11: MOBILE HOME PARK OPERATING PERMIT: PROCEDURE AND REQUIREMENTS

- 11.1 No person shall operate a mobile home park in the Municipality without having first obtained from the Inspector a Mobile Home Park Operating Permit issued under this Part.
- 11.2 Any mobile home park licence which was issued and in effect prior to the effective date of this By-law is not deemed to be a Mobile Home Park Operating Permit but shall continue to be in effect for six (6) months after the effective date of this By-law.
- 11.3 The mobile home park owner shall annually make an application for a Mobile Home Park Operating Permit under this Part prior to the date of expiry.
- 11.4 A Mobile Home Park Operating Permit issued under this Part shall expire twelve (12) months after the permit's date of issue.
- 11.5 Prior to issuing a Mobile Home Park Operating Permit, the Inspector shall annually inspect the mobile home park not later than two (2) months before the operating permit expires to ensure that the mobile home park conforms to the requirements of this By-law.
- 11.6 Prior to issuing a Mobile Home Park Operating Permit, the Inspector shall require that an annual inspection report be received from:
 - a) the Nova Scotia Department of Health stating that the mobile home park's water distribution and sanitary sewerage systems conform to the requirements of the Nova Scotia Health Act.
 - b) the Engineer, stating that the water distribution or sanitary sewerage system in any mobile home park which connects directly or indirectly to municipal water and sewerage services is operating in a safe and acceptable manner; and
 - c) the Nova Scotia Power Corporation, stating:
 - i) that the mobile home park's electrical services are satisfactory and operating in a safe and acceptable manner; or
 - ii) that an electrical service upgrading program satisfactory to the Nova Scotia Power Corporation has been established and is in progress for the mobile home park.
- 11.7 The Inspector shall forward a copy of the inspection reports to the mobile home park owner.
- 11.8 A Mobile Home Park Operating Permit shall be issued by the Inspector when he is satisfied that:
 - a) the mobile home park's water distribution and sanitary sewerage systems are operating in a safe and acceptable manner; and
 - b) that the mobile home park's electrical services are operating in a satisfactory manner or that an electrical upgrading program has been established.

PART 12: MOBILE HOME PERMIT: STANDARDS AND REQUIREMENTS

- 12.1 a) A Mobile Home Permit shall be obtained by the mobile home park owner in accordance with the provisions of Part 9 for:
- i) the location or relocation of a mobile home on a mobile home space; and
 - ii) the location or construction of a service building with a mobile home park.
- b) A Mobile Home Permit shall be obtained by the mobile home owner in accordance with the provisions of Part 10 for:
- i) the location, construction, repair, placement or replacement of additions and accessory buildings on a mobile home space; and
 - ii) a business use within a mobile home.

12.2 Location or Relocation of a Mobile Home

- a) The mobile home space shall be:
- i) free and clear from all refuse;
 - ii) provided with one (1) mobile home stand which shall properly support the mobile home in accordance with the provisions of the Canadian Standards Association's Recommended Practice for the Site Preparation, Foundation and Anchorage of Mobile Homes (CAN3-Z240.10.1-M86); and
 - iii) equipped with building sewer and water service pipe connections in accordance with the latest edition of the Canadian Plumbing Code.
- b) The mobile home being located shall have a minimum separation distance of at least:
- i) fifteen (15) feet from any park street and twenty (20) feet from any public street or highway;
 - ii) fifteen (15) feet from the boundary of the mobile home park; and
 - iii) fifteen (15) feet from all adjacent mobile homes and additions thereto.
- c) Notwithstanding Section 12.2 (b), where a mobile home has been located on a mobile home space on or before the effective date of this By-law and has less than the minimum setback from a park street or public highway or from the mobile home park boundary as required by this By-law, another mobile home may be located or relocated on the mobile home space provided that:

- i) the mobile home being located or relocated does not further encroach upon the park street or public highway or mobile home park boundary; and
- ii) the mobile home being located or relocated maintains a minimum separation distance of fifteen (15) feet from all adjacent mobile homes and additions thereto.

12.3 Addition and Construction of Skirting

All mobile home shall be skirted within forty-five (45) days of the date on which the mobile home was located on the mobile home space and the skirting shall be constructed in accordance with the Canadian Standards Association's Recommended Practice for the Site Preparation, Foundation and Anchorage of Mobile Homes (CAN3-Z2401.10.1-M86).

12.4 Construction and Location of Accessory Buildings

Accessory buildings shall be constructed in accordance with the provisions of the National Building Code and shall not be:

- a) greater than one hundred and forty (140) square feet in gross floor area unless the accessory building is a garage or carport in which case the maximum gross floor area shall be five hundred (500) square feet;
- b) greater than fifteen (15) feet in height; and
- c) located closer to any park street or public street or highway than the minimum distance required for the mobile home; or
- c) located within:
 - i) four (4) feet of any other accessory building;
 - ii) four (4) feet of the mobile home on the same mobile home space;
 - iii) eight (8) feet of any other mobile home; or
 - iv) four (4) feet of the boundary of the mobile home park.

12.5 Construction and Location of Additions

Additions shall be constructed in accordance with the provisions of the National Building Code and shall not be:

- a) located within fifteen (15) feet of any other mobile home unless the addition is a wheelchair ramp or set of steps; or
- b) greater than fifteen (15) feet in height.

12.6 Business Uses in Mobile Homes

- a) Business uses in mobile homes shall:

- i) be wholly contained within the mobile home which is the principle residence of the operator of the business;
 - ii) not occupy more than two hundred and fifty (250) square feet of the gross floor area of the mobile home;
 - iii) not be obnoxious nor create a nuisance, by nature or operation, in terms of noise, fumes or objectionable odour; and
 - iv) not make use of open storage nor outdoor display of any material, equipment or products.
- b) Where a business use is located within a mobile home, one (1) parking space, other than that required for the mobile home, shall be provided in accordance with the provisions of Section 13.6.
- c) No more than one (1) sign shall be permitted for any business use and no such sign shall exceed two (2) square feet in area.

12.7 Location or Construction of Service Buildings

Service buildings shall be constructed in accordance with the National Building Code and shall not be located within fifteen (15) feet of a mobile home.

PART 13: MOBILE HOME PARK CONSTRUCTION PERMIT: STANDARDS AND REQUIREMENTS

13.1 Water Distribution and Sanitary Sewerage Systems

- a) Where the water distribution or sanitary sewerage system in the proposed mobile home park development connects directly or indirectly to municipal water or sewerage services, such systems shall conform to the latest edition of the Municipality's Municipal Services Systems General Specifications.
- b) In any proposed mobile home park development that connects directly or indirectly to municipal water and sewerage services, the Engineer shall inspect the connection of the water distribution or sanitary sewerage system before backfilling commences.
- c) Water distribution systems in the proposed mobile home park development shall be capable of maintaining a minimum water pressure of twenty-five (25) PSI during all peak demand periods.
- d) Sewage treatment plants in the proposed mobile home park development shall be properly protected and landscaped and have a minimum separation distance of one hundred (100) feet from any mobile home.
- e) Following construction of the mobile home park's water distribution and sanitary sewerage systems, the applicant shall provide the Engineer with the "as built" reproducible engineering drawings which have been certified by a Professional Engineer.

- f) Following construction of the mobile home park's water distribution and sanitary sewerage systems, the applicant shall provide the Engineer with a declaration by a Professional Engineer certifying that these systems comply with the provisions of the Joint Certificate.

13.2 Storm Sewerage Systems

Storm sewerage systems in the proposed mobile home park development shall conform to the latest edition of the Province of Nova Scotia and the Municipality of the County of Halifax Design Criteria Manual and the Province of Nova Scotia and the Municipality of the County of Halifax Recommendations and Stormwater Policy;

13.3 Street Lights

Street lights shall be provided in the proposed mobile home park development in accordance with standards recommended by the Nova Scotia Power Corporation and the Municipality.

13.4 Recreation Space

- a) A useable area of land, consisting of the greater of five (5) per cent of the total area of the proposed mobile home park development or four thousand (4,000) square feet, shall be reserved for recreation purposes in new mobile home parks and mobile home park expansions.
- b) Notwithstanding Section 13.4 (a), recreation space shall not be required in new mobile home parks which contain ten (10) mobile homes or less.

13.5 Mobile Home Spaces

Each mobile home space shall:

- a) have a minimum area of four thousand (4000) square feet;
- b) have a minimum frontage of forty (40) feet; and
- c) be provided with at least one (1) off-street parking space, in accordance with the provisions of Section 13.6.

13.6 Parking Spaces

A parking space shall have a minimum area of one hundred forty-four (144) square feet, measuring eight (8) feet by eighteen (18) feet.

13.7 Design of Park Streets

All park streets shall be designed in accordance with the following:

- a) park streets shall be laid out where reasonably possible in prolongations of other existing park streets;
- b) park streets shall have a minimum width of forty (40) feet and where the park street terminates in a cul-de-sac, the radius of the cul-de-sac shall be at least forty-eight (48) feet;
- c) the travelled surface shall be centred within the park street and shall have a minimum width of twenty-four (24) feet, exclusive of walkways, and where the park street terminates in a cul-de-sac, the turning circle of the travelled surface shall have a radius of at least forty (40) feet;
- d) the grade of a park street shall not exceed eight (8) per cent except as otherwise approved by the Engineer;
- e) lands lying between the travelled surface and the boundary of the park street shall be contoured to provide for proper drainage and shall be seeded or sodded;
- f) lands lying between the travelled surface and the park street boundary shall be kept free from fences, walls, trellises, hedges, shrubs or other obstructions;
- g) any intersecting park streets shall intersect at an angle of seventy-five degrees (75°) to ninety degrees (90°) for a minimum distance of one hundred (100) feet from the intersection measured from the respective centre lines; and
- h) no more than four (4) park streets shall converge at any one point.

13.8 Construction of Park Streets:

Park streets shall be constructed in accordance with the following:

- a) Subgrade (or earth grade) shall be well drained, uniformly graded with reference to the condition of the grade and compacted to ninety-five (95) per cent proctor density. A course of granular material shall be laid on the subgrade on which the 4-inch base of crushed stone referred to in Section 13.8 (b) (ii) is laid, if applicable. The thickness of this granular course shall be based on subgrade conditions.
- b) Where flexible pavement is provided, the pavement shall:
 - 1) be protected at the edges by curbs, gutters, or other suitable edging where necessary to prevent ravelling of the wearing surface and shifting of the pavement base;

- ii) have a minimum four (4) inch base of crushed stone, gravel, or other appropriate durable material compacted to ninety-five (95) per cent proctor density; and
 - iii) the wearing surface shall be bituminous concrete, of minimum one and one half (1½) inch thickness compacted to ninety-five 95 per cent proctor density.
- c) Where rigid pavement is provided, the pavement shall consist of minimum five (5) inch thick Portland cement concrete on a prepared subgrade constructed in accordance with accepted practices and with expansion joints where driveways and walks abut each other or the curb.
 - d) Streets which have neither flexible nor rigid pavement shall consist of gravel, crushed stone or other materials of equal function and durability. Surfacing material which tends to produce dust or loose particles shall be suitably treated to eliminate these characteristics.

13.10 Speed Limit

The speed limit on all mobile home park streets shall be a maximum of twenty-five (25) kilometres per hour.

13.11 Street Signs

Park streets shall:

- a) be named by way of street signs to be placed at the main entrance and at each intersection;
- b) have regulation "Stop" signs located at the intersection with all other park streets and public streets or highways; and
- c) have regulation speed limit signs placed at all entrances to the mobile home park.

13.12 Mobile Home Park Entrance Signs

- a) Every sign and all parts thereof, including framework, supports, background and anchors shall be constructed in compliance with the Building By-law of the Municipality and all fire prevention and electrical codes.
- b) The following standards shall apply to mobile home park entrance signs:
 - i) one (1) entrance sign which denotes only the name of the mobile home park shall be permitted at the entrance to the mobile home park;

- ii) the entrance sign shall have an area not exceeding thirty-two (32) square feet (3 sq.m.) and shall be placed adjacent to a public street or highway or park street and shall be located so as to not obstruct the vision of any driver or otherwise interfere with traffic;
- iii) flashing entrance signs shall be prohibited; and
- iv) any illuminated sign shall be located so as to direct light away from adjacent mobile home spaces.

PART 14: PENALTIES

- 14.1 Any person who violates any provision or requirement of this By-law is guilty of an offence and liable on summary conviction to a minimum fine of one hundred (100) dollars and a maximum fine of one thousand (1,000) dollars and in default of payment of such fine to a term of imprisonment not exceeding sixty (60) days.
- 14.2 Every day during which a contravention of or failure to comply with the provisions of this By-law continues shall be deemed a fresh offence.
- 14.3 It shall be an offence for any driver to:
 - a) exceed the posted speed limit in a mobile home park;
 - b) not stop at a "Stop" sign posted in a mobile home park.
- 14.4 a) Where there is a contravention of this By-law, the Municipality may, after ninety (90) days of the date of contravention, undertake any repair, maintenance or upgrading of a mobile home park, its services or equipment, or structures on a mobile home space and render any charges therefor to the mobile home park owner in the form of a lien against the property or to the mobile home owner in the form of a lien against the mobile home.
 - b) Notwithstanding the time period specified by subsection (a), where there is a contravention of any regulation, statute or other which may or may not specify a time period for enforcement or action, the more stringent and timely period will apply.

PART 15: REPEAL OF PREVIOUS BY-LAW

- 15.1 The Mobile Home By-law of the Municipality adopted during the January session of 1972 and referred to as By-law No. 29 is hereby repealed.

SCHEDULE "A": REQUIREMENTS FOR ENGINEERING DRAWINGS

The following information is required for engineering drawings of water distribution systems, storm sewerage systems, sanitary sewerage systems, park street systems and for drainage plans.

1. Engineering drawings shall include the following information and documentation:
 - (a) plans;
 - (b) design calculations;
 - (c) profiles;
 - (d) cross-sections;
 - (e) details; and
 - (f) specifications.

2. The scale of the plan and profile portions of the engineering drawings shall be drawn to:
 - (a) a horizontal scale of 1 inch = 40 feet or 1 centimetre = 500 centimetres; or
 - (b) a horizontal scale of 1 inch = 20 feet or 1 centimetre = 250 centimetres; and
 - (c) a vertical scale which is a ratio of vertical to horizontal of one to fifty (1:50) or is otherwise acceptable to the Engineer.

3. The cross-section and detail portions of the engineering drawings shall fully illustrate the subject matter.

4. The plans of the engineering drawings shall include:
 - (a) the location and dimensions of all existing and proposed park streets and the name of each park street printed outside the road lines;
 - (b) the chainage at one hundred (100) foot or thirty (30) metre intervals;

- (c) the control monuments and bench marks that are within the area of the proposed mobile home park development;
 - (d) the sanitary sewerage system, storm sewerage system and surface drainage, showing the lengths, sizes and types of all pipes and the direction of flows;
 - (e) the water distribution system including valves, hydrants, tees, bends and all other fittings, and showing the lengths, sizes and types of all pipes;
 - (f) sanitary sewerage hookups and water service pipes to proposed mobile home spaces and to the public street or highway and park street, and showing the pipe lengths, sizes and types;
 - (g) the surface drainage and any related structures;
 - (h) any other services and appurtenances;
 - (i) curbs, gutters and sidewalks;
 - (j) catch basins and outlet pipes;
 - (k) street lighting, electrical distribution and service systems; and
 - (l) any other information deemed necessary by the Engineer to determine if the mobile home park development plan conforms to this By-law.
5. The information required by Section 4 and Section 6 shall be shown:
- (a) at intervals based on sound engineering principles and as agreed to between the applicant and the Engineer; and
 - (b) to a distance of twenty (20) feet or six (6) metres beyond each public street or highway and park street.
6. The profile portion of the engineering drawings shall include the existing and proposed location and vertical alignment and slope of:
- (a) the centre lines of all public streets or highways and park streets and easements;
 - (b) the complete sanitary sewerage system including all appurtenances;
 - (c) the complete water distribution system including all appurtenances;
 - (d) the complete storm sewerage system including any appurtenances;

- (e) all other underground services and appurtenances;
 - (f) the soil profile and water table where they affect the proposed services; and
 - (g) soil test bore holes and the results of the tests if required by the Engineer to determine the appropriate type of bedding for the pipe.
7. The information required by Section 6 shall include the pipe lengths, sizes, types and classifications for all service systems.
8. The cross-section portion of the engineering drawings shall include all existing and proposed:
- (i) ground conditions;
 - (ii) public street or highway and park street lines; and
 - (iii) service systems.
9. Drainage plans shall show:
- (a) the location of the proposed mobile home park within the topographic drainage area;
 - (b) the total area of:
 - (i) the proposed mobile home park; and
 - (ii) the lands tributary to the proposed mobile home park and the appropriate run-off coefficients;
 - (c) contour lines at five (5) foot or two (2) metre intervals or as otherwise required by the Engineer in order to determine site drainage patterns;
 - (d) the location of every watercourse and its direction of flow; and
 - (e) any other information deemed necessary by the Engineer to determine if the plan meets the requirements of this By-law.
10. The complete engineering input, design and drawings must be carried out by a Professional Engineer.

PUBLIC HEARING

SEPTEMBER 29, 1986

PRESENT WERE: Warden MacKenzie
Councillor Fralick
Councillor P. Baker
Councillor C. Baker
Councillor Deveaux
Councillor DeRoche
Councillor Reid
Councillor Lichter
Councillor Snow
Councillor Merrigan
Councillor MacKay
Councillor McInroy
Councillor Eisenhauer
Councillor MacDonald
Deputy Warden Wiseman
Councillor Mont

ALSO PRESENT: Mr. G.J. Kelly, Municipal Clerk
Mr. R.G. Cragg, Municipal Solicitor
Mr. J.M. Hanusiak, Planner

SECRETARY: Glenda Higgins

Warden MacKenzie called the public hearing to order at 7 p.m. with the Lord's Prayer.

APPOINTMENT OF RECORDING SECRETARY

It was moved by Councillor Snow, seconded by Councillor DeRoche:

"THAT Glenda Higgins be appointed Recording Secretary."
MOTION CARRIED

APPLICATION NUMBERS DA-SA-03-86-16; DA-SA-04-86-16; DA-SA-05-86-16

Mr. Hanusiak outlined the staff report respecting these applications, as well as each of the development agreements. He informed the proposed development agreements between the Municipality and Hardwick Properties Limited of Sackville, N.S. are for the construction of single unit dwelling lots on Lots 14, 43, and 44 of the Riverside Estates Subdivision, Lower Sackville. The development agreements are required because they are proposed uses within 100 feet of the Little Sackville River. Mr. Hanusiak informed the objective of the agreements is to protect the proposed developments from flooding and to prevent siltation and erosion along the Little Sackville River. The agreements set out specific instructions on a wide variety of matters including

floor elevations, general landscaping, and environmental protection measures.

Questions from Council

Councillor MacKay asked for clarification that Lot 14 is the last remaining parcel of land along Hallmark Avenue that would require a development agreement and is not yet developed. Mr. Hanusiak informed it is; the only other lot on Hallmark Avenue that would require a development agreement is Lot 13 which was developed approximately one year ago. Lot 14 is just within 100 feet of the Little Sackville River.

Councillor MacKay asked if Lots 41 and 42 on Abbeydale Court would fall into the development agreement area because of their proximity to the Little Sackville River. Mr. Hanusiak informed the developer has determined these lots can be developed at more than 100 feet from the River, although a larger home may require a development agreement. Councillor MacKay informed there has been instances in the past where one or two lots would be dealt with and subsequent to that there would be a need for another public hearing for others lots. This is more costly to the developer and more time consuming for staff, as well. Mr. Hanusiak stated there is definitely no development agreement required for Lot 41, although given the size of the house, one may be required for Lot 42.

Speakers in Favour of these Agreements

None

Speakers in Opposition to these Agreements

None

It was moved by Councillor DeRoche, seconded by Councillor MacDonald:

"THAT the development agreement between the Municipality of the County of Halifax and Hardwick Properties Limited, for the construction of a Single Unit Dwelling on Lot 14 (Application No. DA-SA-03-86-16), Riverside Estates Subdivision, Hallmark Avenue, Lower Sackville be approved by Municipal Council."
MOTION CARRIED UNANIMOUSLY

It was moved by Councillor Snow, seconded by Councillor Fralick:

"THAT the development agreement between the Municipality of the County of Halifax and Hardwick Properties Limited for the construction of a Single Unit Dwelling on Lot 43 (Application No. DA-SA-04-86-16), Riverside Estates Subdivision, Abbeydale Court, Lower Sackville be approved by Municipal Council."
MOTION CARRIED UNANIMOUSLY

It was moved by Councillor P. Baker, seconded by Councillor C. Baker:

"THAT the development agreement between the Municipality of the County of Halifax and Hardwick Properties Limited for the construction of a Single Unit Dwelling on Lot 44 (Application No. DA-SA-05-86-16) Riverside Estates Subdivision, Abbeydale Court, Lower Sackville be approved by Municipal Council."
MOTION CARRIED UNANIMOUSLY

APPLICATION NO. ZA-CH/W-38-86

Mr. Hanusiak advised this application concerns a proposed amendment to the Land Use By-law for Cole Harbour/Westphal. He informed it is an application by the Municipality to amend the Land Use By-law as it pertains to open storage in the C-2 (General Business) Zone. Presently, the by-law prohibits open storage or outdoor display within a C-2 zone, and the amendment would allow open storage for certain permitted uses within the zone pursuant to specific screening, setback and height of storage requirements. He continued outlining the history behind the amendment and displaying with a diagram how the amendment would allow open storage. Mr. Hanusiak concluded that approval of the amendment is recommended pursuant to the following requirement:

1. That an opaque fence, measuring at least eight feet in height, be installed along any rear and/or side yard that abutts a residential zone;
2. That materials are not stored within the required front or flankage yard or within six feet or any side or rear property line.
3. That materials stored within fifteen feet of a rear or side property line shall not exceed eight feet in height.

Questions from Council

Councillor McInroy asked if there had been any concerns from residents about the actual amendments to the by-law. Mr. Hanusiak replied he attended a meeting between Lockharts and the area residents last July, and the end result of the meeting was an agreement between Locharts and the abutting property owner with respect to this amendment. In order to clear up a question that has been open for three years about how much of the property could be used for open storage and how the entire matter could be made law, the Department of Planning and Development indicated the by-law would be reviewed and the appropriate amendments put forth. Those amendments are as indicated in the staff report, carrying out what was agreed to between Locharts and the area residents with no variance. He informed earlier in the day Mr. Hendleberry and Mr. Clark checked with Mr. Hanusiak to verify the amendments are as were proposed at the July meeting, and they were satisfied with the proposed amendments.

Warden MacKenzie asked if replacement of the panels referred to would be required from time to time. Mr. Hanusiak replied replacement would be required occasionally, although the system proposed requires only an easy replacement of a small portion of the vinyl sheathing as it weaves through the fence; it does not mean replacement of four or eight foot sections.

Speakers in Favour of this Application

None

Speakers in Opposition to this Application

None

It was moved by Councillor Mont, seconded by Councillor McInroy:

"THAT the Land Use By-law for Cole Harbour/Westphal be amended as per Appendix "A" of the staff report (Application No. ZA-CH/W-38-86)."

Councillor McInroy acknowledged the efforts of the residents and the cooperation of the officials of Lockharts in arriving at this agreement. He felt it was a good example of how such matters can be resolved after many negative aspects and long processes.

MOTION CARRIED UNANIMOUSLY

APPLICATION NUMBER ZA-24-38-86

Mr. Hanusiak informed this amendment is with respect to Zoning By-law No. 24 which presently does not allow the construction of side-by-side duplexes in areas without central services. The amendment is to allow subdivision where central services are not available within the R-2 (Two Unit Dwelling) Zone. He reviewed the staff report, and he advised at the Planning Advisory Committee level the matter was raised whereby a lot may be within a zone other than the R-2 Zone, and a person may wish to consider building a side-by-side duplex and subdividing the two units. To protect the developer's interests in such a matter, the R-2 zone should be considered prior to the development taking place. The question is to make sure the subdivision can take place after the zoning has been approved. It will be the policy of the Planning Department that any application for R-2 zoning for a side-by-side duplex will be sent to the Departments of Health and the Environment under the preliminary subdivision examination for comments, and those comments will be reflected in the staff report to the Planning Advisory Committee clearly stating whether or not the application has proceeded beyond the point of preliminary subdivision examination. He felt this would alleviate any concerns respecting the rezoning process.

Questions from Council

Councillor Lichter expressed concern about the somebody wanting to do the same thing in any other zone than R-2; they will have to go through the expense and time process of a rezoning application. This amendment will only allow somebody a duplex with a line running through the common wall in a R-2 zone. For this reason, he urged the Planning Advisory Committee to make this possible in all other zones which permit a duplex unit to be constructed. However, the Planning Advisory Committee did not find this favourable, and Mr. Hanusiak had indicated this measure will be used to determine if it will be successful in the R-2 Zone. If it is successful, the by-law could be further amended to allow the same type of subdivision and construction in other zones which allow two unit dwellings. Mr. Hanusiak advised dealing with the R-2 zone at the present time would be a test-case, allowing the monitoring of the development of side-by-side duplexes in rural, unserviced areas. Presently, side-by-side duplexes are in big demand because the two sides can be sold to separate interests. He felt opening this amendment to all areas within the unserviced portions of the Municipality would call for many requests for permits to build side-by-side duplexes. He felt there should be more community-based input before making such a amendment. He felt there would be much infilling along the rural highways where there is 200 feet of vacant space. Mr. Hanusiak felt the amendment should first be tried under the R-2 Zone, allowing the system to develop giving the Planning Advisory Committee the opportunity to see the impact.

Speakers in Favour of this Application

None

Speakers in Opposition of this Application

None

It was moved by Councillor DeRoche, seconded by Councillor P. Baker:

"THAT Application No. ZA-24-38-86 be approved by Municipal Council amending the Municipality's Zoning By-law No. 24 as per Appendix "A" of the staff report dated August 25, 1986."
MOTION CARRIED UNANIMOUSLY

ADJOURNMENT

It was moved by Councillor DeRoche, seconded by Councillor Fralick:

"THAT this public hearing adjourn."
MOTION CARRIED

POLICY DIVISION
MEMORANDUM

TO: Warden A. MacKenzie & Members of Council

FROM: J.M. Hanusiak, Planning & Development

RE: Public Hearings, September 29, 1986

DATE: September 29, 1986

Please be advised that the following Public Hearings are scheduled for this evening:

1. Application Numbers DA-SA-03-86-16, DA-SA-04-86-16, DA-SA-05-86-16 - Proposed Development Agreements between the County of Halifax and Hardwick Properties Ltd., to permit construction of single unit dwellings on Lots 14, 43 and 44 of the Riverside Estates Subdivision, located at Lower Sackville.
2. Application Number ZA-CH/W-38-86 - Proposed amendments to the Land Use By-law for Cole Harbour/Westphal.
3. Application Number ZA-24-38-86 - Proposed amendment to the Municipality's Zoning By-law No. 24.

D15

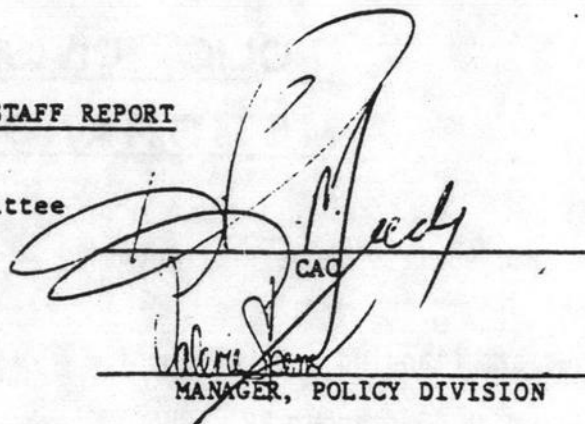
STAFF REPORT

TO: The Planning Advisory Committee

FROM: Planning and Development

DATE: August 11, 1986

APPLICATION NO.: DA-SA-03-86-16
DA-SA-04-86-16
DA-SA-05-86-16



CAC
MANAGER, POLICY DIVISION

RECOMMENDATION

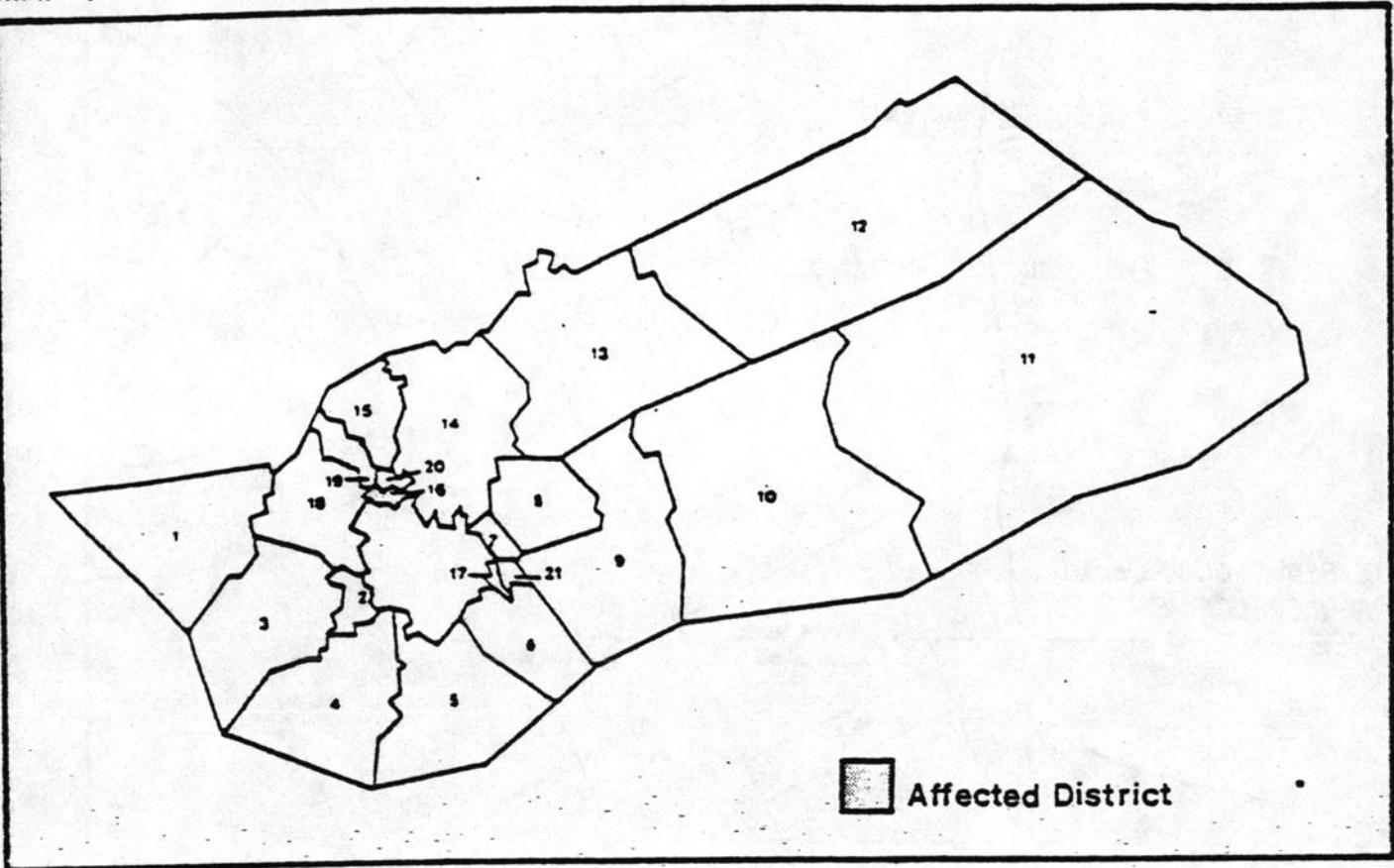
THAT THE DEVELOPMENT AGREEMENTS BETWEEN THE MUNICIPALITY OF THE COUNTY OF HALIFAX AND HARDWICK PROPERTIES LIMITED, FOR THE CONSTRUCTION OF SINGLE UNIT DWELLINGS ON LOTS 14, 43 AND 44 OF THE RIVERSIDE ESTATES SUBDIVISION, LOCATED ON HALLMARK AVENUE AND ABBEYDALE COURT AT LOWER SACKVILLE BE APPROVED BY MUNICIPAL COUNCIL.

Information:

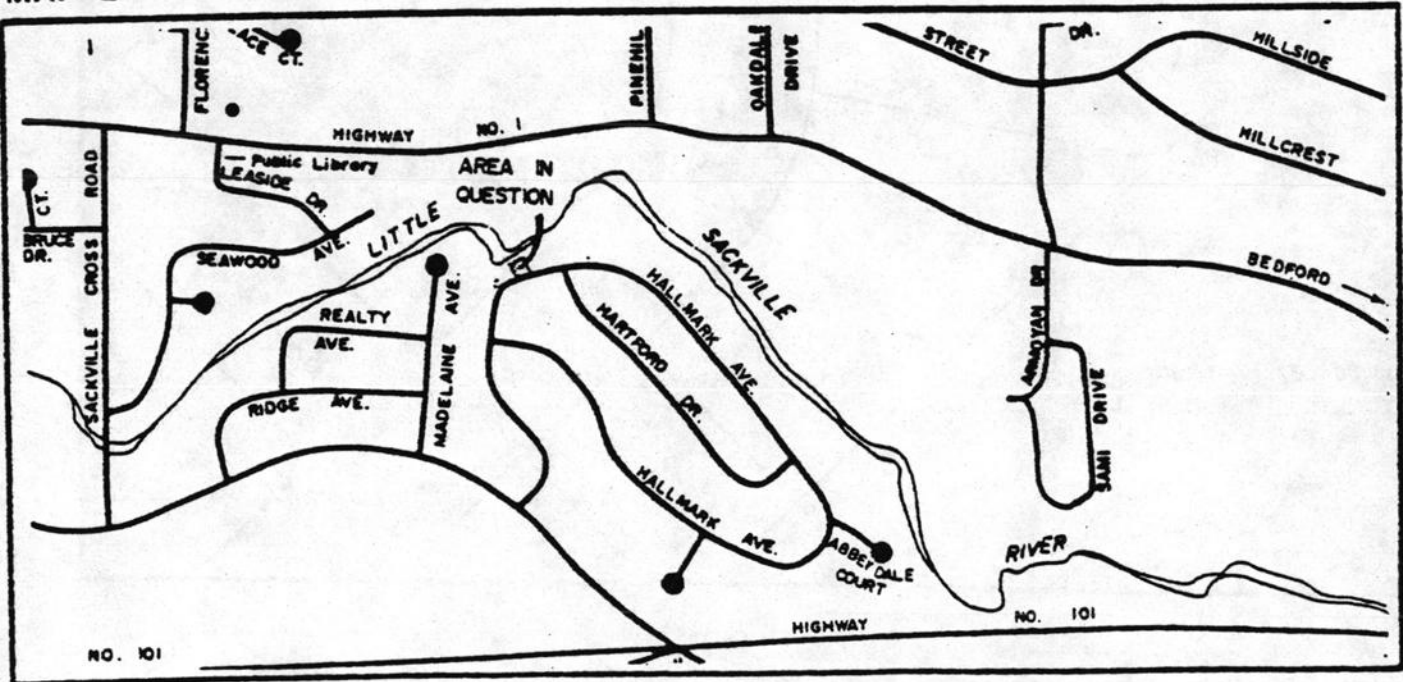
Attached are proposed development agreements between the Municipality and Hardwick Properties Limited of Sackville, N.S., for the construction of single unit dwellings on Lots 14, 43 and 44 of the Riverside Estates Subdivision, located on Hallmark Avenue and Abbeydale Court at Lower Sackville, Map 3 (p.3). The necessity for these agreements stems from Policy P-87 of the Sackville Planning Strategy, which permits consideration of new uses within 100 feet of the Little Sackville River, subject to a development agreement.

The general objectives of these agreements are to protect the proposed developments from flooding and to prevent siltation and erosion along the Little Sackville River. Municipal staff and the applicant have determined an appropriate method for development based on the physical and topographic features the lots and the proximity of the proposed buildings to the Little Sackville River. The agreements sets out specific instructions on a wide variety of matters including floor elevations, general landscaping and environmental protection measures.

MAP 1

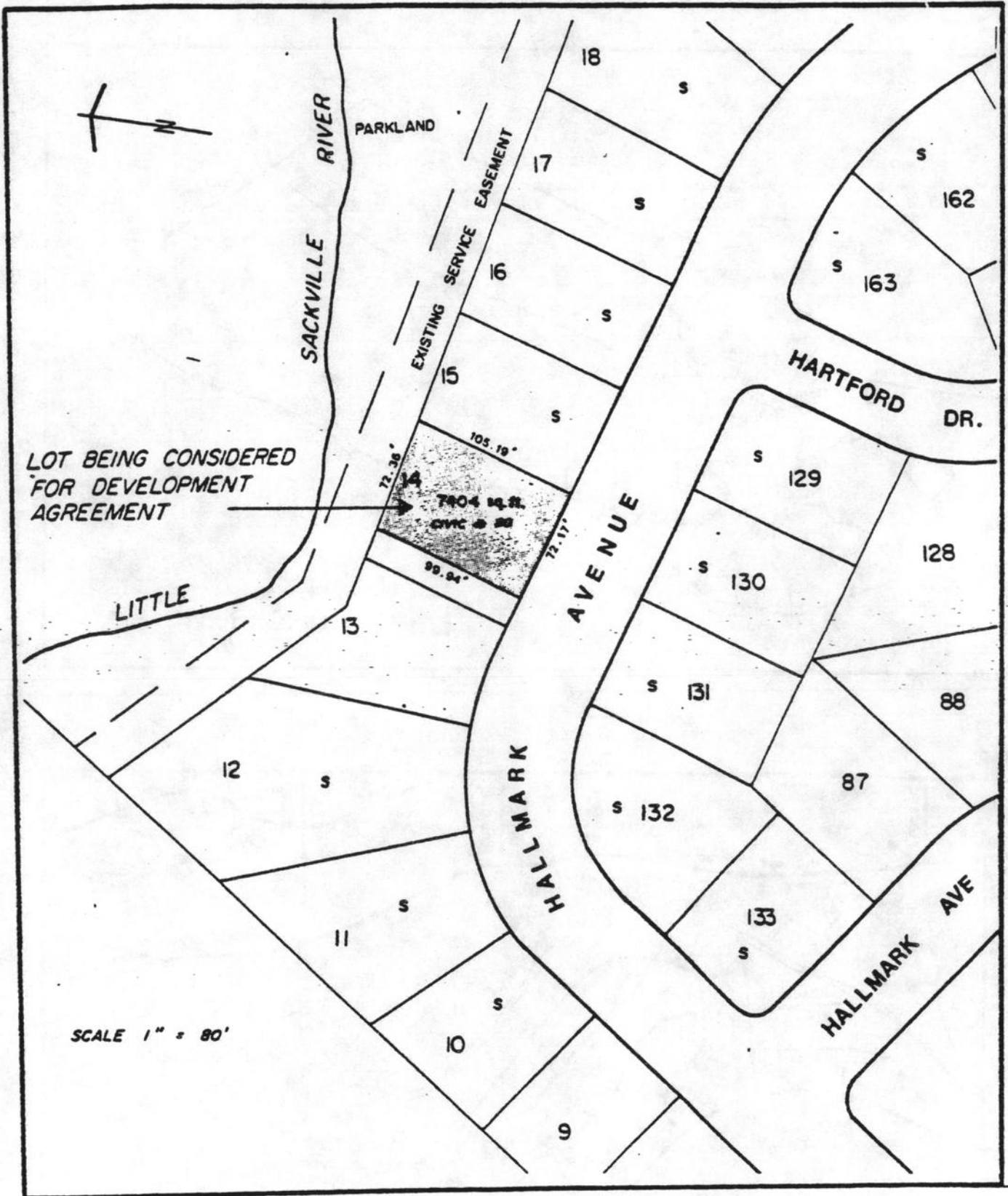


MAP 2



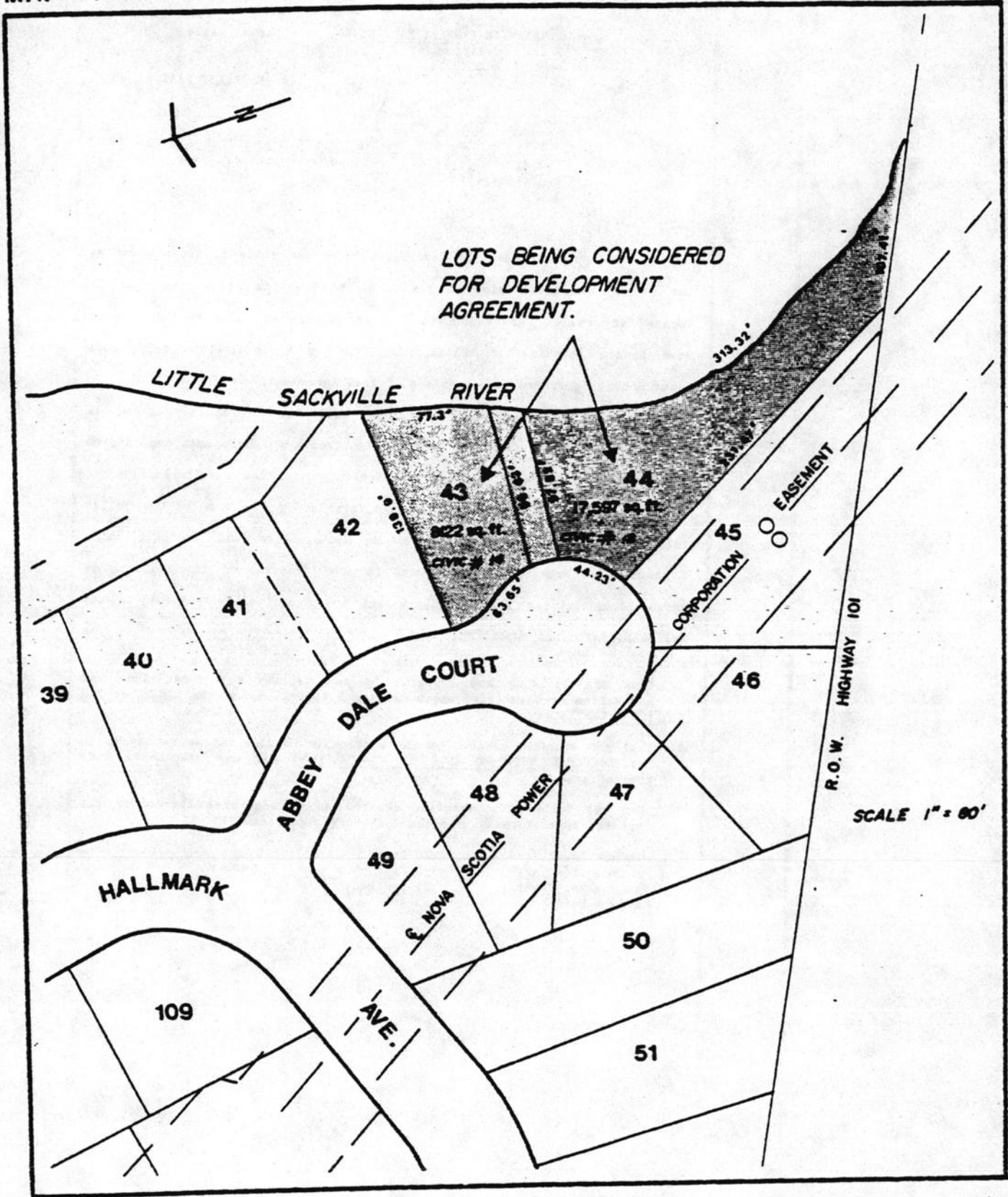
SURROUNDING LAND USE

MAP 3



SURROUNDING LAND USE

MAP 4



BETWEEN:

HARDWICK PROPERTIES LIMITED, hereinafter called
the "Developers"

OF THE FIRST PART

THE MUNICIPALITY OF THE COUNTY OF HALIFAX, a
body corporate, hereinafter called the
"Municipality"

OF THE SECOND PART

WHEREAS the Developers have good title to lands known as Lot 14 of the subdivision of the lands of Hardwick Properties Limited, located at or about Lower Sackville in the County of Halifax, Province of Nova Scotia (hereinafter called the "Property"), said lands being more particularly described in Schedule A of this Agreement;

AND WHEREAS at the request of the Developers that they be permitted to erect, construct, or otherwise locate a single unit dwelling on the Property, said dwelling unit to be hereinafter called the "Building";

Witness that in consideration of the sum of One Dollar (\$1.00) now paid by the Developers to the Municipality (the receipt of which is hereby acknowledged), the request for the erection of the Building is agreed upon between the Developers and the Municipality subject to the following terms and conditions:

1. That the Building and Property be used solely for those land use activities as identified under Section 6.1, PART 6, of the ZONING BY-LAW FOR SACKVILLE.
2. That the Building conform to all applicable regulations as set forth in the NATIONAL BUILDING CODE OF CANADA 1980 and any amendments made thereafter.
3. That the Building be erected, constructed or otherwise located on the Property in conformity with the following requirements:

Minimum Front Yard	20 feet
Minimum Side Yards	8 feet
Maximum Lot Coverage	35 per cent
Maximum Height	35 feet

4. That the erection, construction or otherwise locating of any accessory building on the Property be in conformity with the following requirements:

Minimum Front Yard	20 feet
Minimum Side Yard	8 feet
Maximum Distance from Front Lot Line	75 feet
Maximum Height	15 feet
Maximum Floor Area	120 square feet
Minimum Distance to any other Structure	8 feet

5. That prior to the signing of this Agreement by the Parties, the Developers shall supply to the Municipality all necessary plans and written materials to accurately show and explain the following:

- the proposed location of the Building;
- the proposed elevation of the Building's basement floor;
- the manner in which the Property is to be serviced;
- the existing grade of the Property;
- the proposed grade of the Property upon completion of the Building;
- the manner in which siltation of the Little Sackville River is to be prevented during any land filling operation and during construction of the Building;
- the manner in which erosion of the Property is to be prevented upon completion of the Building.

6. That all plans and written materials required under Section 5 of this Agreement shall meet with the approval of the Development Officer for the Municipality, wherein said plans and written materials shall form an appendix(s) to this Agreement.

7. That prior to the issuance of an occupancy permit for the Building, the Developers shall bring the Property to its agreed upon final grade and condition and upon the issuance of the said occupancy permit, shall not from that point onward alter the final grade or condition of the Property without consent of the Municipality.

8. For the purposes of this Agreement, all words shall carry their customary meaning except those defined under Part 2 of the Zoning By-law for Sackville where such words shall carry the meaning defined therein.

9. Subject to the provisions of this Agreement, the Developers shall be bound by all by-laws and regulations of the Municipality as well as to any applicable statutes and regulations of the Province of Nova Scotia.

10. Upon breach by the Developers of any of the terms or conditions of this Agreement the Municipality, may, after thirty days notice in writing to the Developers of the breach, enter and perform any of the terms and conditions of the Agreement. It is agreed that all reasonable expenses whether arising out of the entry or from the performance of the terms and conditions may be recovered from the Developers by direct suit and shall form a charge upon the Property.

11. This Agreement shall run with the land and be binding upon the Developers' heirs, assigns, mortgagees, lessees, successors, and occupiers of the Property from time to time.

- 12. This Agreement shall be filed by the Municipality in the Registry of Deeds at Halifax, Nova Scotia, and shall form a charge or encumbrance upon the Property.
- 13. The Developers shall pay the costs of recording and filing all documents in connection with this Agreement
- 14. The provisions of this Agreement are severable from one another and the invalidity or unenforcability of one provision shall not prejudice the validity or enforcement of any other provisions.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective parties on this _____ day of _____, A.D., 1986.

SIGNED, SEALED AND DELIVERED)
in the presence of)

HARDWICK PROPERTIES LIMITED

SEALD, DELIVERED AND ATTESTED)
to by the proper signing)
officers of the Municipality)
of the County of Halifax duly)
authorized in that behalf in)
the presence of)

MUNICIPALITY OF THE COUNTY OF
HALIFAX

WARDEN

CLERK

BETWEEN:

HARDWICK PROPERTIES LIMITED, hereinafter called
the "Developers"

OF THE FIRST PART

THE MUNICIPALITY OF THE COUNTY OF HALIFAX, a
body corporate, hereinafter called the
"Municipality"

OF THE SECOND PART

WHEREAS the Developers have good title to lands known as
Lot 44 of the subdivision of the lands of Hardwick Properties Limited,
located at or about Lower Sackville in the County of Halifax, Province of
Nova Scotia (hereinafter called the "Property"), said lands being more
particularly described in Schedule A of this Agreement;

AND WHEREAS at the request of the Developers that they be
permitted to erect, construct, or otherwise locate a single unit dwelling on
the Property, said dwelling unit to be hereinafter called the "Building";

Witness that in consideration of the sum of One Dollar
(\$1.00) now paid by the Developers to the Municipality (the receipt of which
is hereby acknowledged), the request for the erection of the Building is
agreed upon between the Developers and the Municipality subject to the
following terms and conditions:

1. That the Building and Property be used solely for those land use
activities as identified under Section 6.1, PART 6, of the ZONING BY-LAW
FOR SACKVILLE.
2. That the Building conform to all applicable regulations as set forth in
the NATIONAL BUILDING CODE OF CANADA 1980 and any amendments made
thereafter.
3. That the Building be erected, constructed or otherwise located on the
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Minimum Front Yard	20 feet
Minimum Side Yards	8 feet
Maximum Lot Coverage	35 per cent
Maximum Height	35 feet

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Minimum Front Yard	20 feet
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Maximum Distance from Front Lot Line	75 feet
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Maximum Floor Area	120 square feet
Minimum Distance to any other Structure	8 feet

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- the proposed location of the Building;
- the proposed elevation of the Building's basement floor;
- the manner in which the Property is to be serviced;
- the existing grade of the Property;
- the proposed grade of the Property upon completion of the Building;
- the manner in which siltation of the Little Sackville River is to be prevented during any land filling operation and during construction of the Building;
- the manner in which erosion of the Property is to be prevented upon completion of the Building.

6. That all plans and written materials required under Section 5 of this Agreement shall meet with the approval of the Development Officer for the Municipality, wherein said plans and written materials shall form an appendix(s) to this Agreement.

7. That prior to the issuance of an occupancy permit for the Building, the Developers shall bring the Property to its agreed upon final grade and condition and upon the issuance of the said occupancy permit, shall not from that point onward alter the final grade or condition of the Property without consent of the Municipality.

8. For the purposes of this Agreement, all words shall carry their customary meaning except those defined under Part 2 of the Zoning By-law for Sackville where such words shall carry the meaning defined therein.

9. Subject to the provisions of this Agreement, the Developers shall be bound by all by-laws and regulations of the Municipality as well as to any applicable statutes and regulations of the Province of Nova Scotia.

10. Upon breach by the Developers of any of the terms or conditions of this Agreement the Municipality, may, after thirty days notice in writing to the Developers of the breach, enter and perform any of the terms and conditions of the Agreement. It is agreed that all reasonable expenses whether arising out of the entry or from the performance of the terms and conditions may be recovered from the Developers by direct suit and shall form a charge upon the Property.

11. This Agreement shall run with the land and be binding upon the Developers' heirs, assigns, mortgagees, lessees, successors, and occupiers of the Property from time to time.

- 12. This Agreement shall be filed by the Municipality in the Registry of Deeds at Halifax, Nova Scotia, and shall form a charge or encumbrance upon the Property.
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WITNESS that this Agreement, made in triplicate, was properly executed by the respective parties on this _____ day of _____ A.D., 1986.

SIGNED, SEALED AND DELIVERED)
in the presence of)

HARDWICK PROPERTIES LIMITED

SEALD, DELIVERED AND ATTESTED)
to by the proper signing)
officers of the Municipality)
of the County of Halifax duly)
authorized in that behalf in)
the presence of)

MUNICIPALITY OF THE COUNTY OF
HALIFAX

WARDEN

CLERK

BETWEEN:

HARDWICK PROPERTIES LIMITED, hereinafter called
the "Developers"

OF THE FIRST PART

-and-

THE MUNICIPALITY OF THE COUNTY OF HALIFAX, a
body corporate hereinafter called the
"Municipality"

OF THE SECOND PART

WHEREAS the Developers have good title to lands known as Lot 43 of the subdivision of the lands of Hardwick Properties Limited, located at or about Lower Sackville in the County of Halifax, Province of Nova Scotia (hereinafter called the "Property"), said lands being more particularly described in Schedule A of this Agreement;

AND WHEREAS at the request of the Developers that they be permitted to erect, construct, or otherwise locate a single unit dwelling on the Property, said dwelling unit to be hereinafter called the "Building";

Witness that in consideration of the sum of One Dollar (\$1.00) now paid by the Developers to the Municipality (the receipt of which is hereby acknowledged), the request for the erection of the Building is agreed upon between the Developers and the Municipality subject to the following terms and conditions:

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2. That the Building conform to all applicable regulations as set forth in the NATIONAL BUILDING CODE OF CANADA 1980 and any amendments made thereafter.
3. That the Building be erected, constructed or otherwise located on the Property in conformity with the following requirements:

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 - the proposed elevation of the Building's basement floor;
 - the manner in which the Property is to be serviced;
 - the existing grade of the Property;
 - the proposed grade of the Property upon completion of the Building;
 - the manner in which siltation of the Little Sackville River is to be prevented during any land filling operation and during construction of the Building;
 - the manner in which erosion of the Property is to be prevented upon completion of the Building.
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9. Subject to the provisions of this Agreement, the Developers shall be bound by all by-laws and regulations of the Municipality as well as to any applicable statutes and regulations of the Province of Nova Scotia.
10. Upon breach by the Developers of any of the terms or conditions of this Agreement the Municipality, may, after thirty days notice in writing to the Developers of the breach, enter and perform any of the terms and conditions of the Agreement. It is agreed that all reasonable expenses whether arising out of the entry or from the performance of the terms and conditions may be recovered from the Developers by direct suit and shall form a charge upon the Property.
11. This Agreement shall run with the land and be binding upon the Developers' heirs, assigns, mortgagees, lessees, successors, and occupiers of the Property from time to time.

- 12. This Agreement shall be filed by the Municipality in the Registry of Deeds at Halifax, Nova Scotia, and shall form a charge or encumbrance upon the Property.
- 13. The Developers shall pay the costs of recording and filing all documents in connection with this Agreement
- 14. The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective parties on this day of _____, A.D., 1986.

SIGNED, SEALED AND DELIVERED)
in the presence of)

_____))

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

_____))

HARDWICK PROPERTIES LIMITED

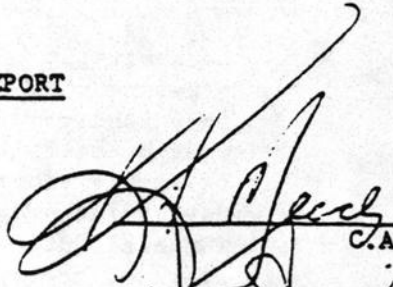

MUNICIPALITY OF THE COUNTY OF
HALIFAX

WARDEN

CLERK

STAFF REPORT

TO: Planning Advisory Committee
FROM: Dept. of Planning & Development
APPLICATION NO. ZA-CH/W-38-86
DATE: August 11, 1986


C.A.O.

MANAGER, POLICY DIVISION

=====

RECOMMENDATION THAT THE LAND USE BY-LAW FOR COLE HARBOUR/WESTPHAL BE AMENDED AS PER APPENDIX "A" OF THIS REPORT.

Nature of Amendment

This is an application by the Municipality to amend the Cole Harbour/Westphal land use by-law as it pertains to open storage in the C-2 (General Business) Zone. Presently, Section 16.4 (a) of the by-law prohibits open storage or display within the zone. The amendment forming Appendix "A" of this report would allow open storage for certain permitted uses, pursuant to specific screening, setback and height of storage requirements.

Information

The proposed amendment stems from a situation involving Lockharts Ltd., 1,000 Cole Harbour Road and abutting residential property owners. In 1983, the company clear cut its landholding in order to improve outdoor storage and delivery facilities. This activity led to the removal of a natural tree/sight barrier between the store and the abutting residential properties. Since that time, attempts have been made to lessen the effect of the store's outdoor activities on the abutting homes. Trees have been planted and storage has been confined to areas on the property that were used as such prior to adoption of the land use by-law in 1982.

The company and the abutting residential property owners have identified a course of action which will establish an effective sight and sound barrier between their respective properties. Specifically, Lockharts has agreed to install a screened-in fence, measuring eight feet in height, along the rear lot lines of the abutting residences. In addition, the residents have requested that lumber and other materials be stored adjacent to, but not exceeding the height of the fence. This will act as a sound and dust barrier by moving delivery trucks and forklifts inward on the store's property and away from the abutting homes. The vehicles are presently required to use that portion of the property lying immediately adjacent to the homes.

Lockharts Ltd. has agreed to the requested storage plan provided that the Municipality has no objections to the increased storage facilities. As previously stated, storage must be confined to areas on the property in use at the time of by-law adoption. This is due to the fact that the land use by-law prohibits outdoor storage and display in the C-2 (General Business) Zone. In order to permit the increased storage, the by-law must be amended as per Appendix "A" of this report.

ANALYSIS

The C-2 Zone is associated with the "Community Commercial Designation" as set forth in the municipal planning strategy for Cole Harbour/Westphal. This designation supports a range of development, but limits the scale of commercial uses and discourages the use of outdoor storage and display. However, the plan is specific in its intention to accommodate existing enterprises, which make use of open storage and display (p.42). To this end, Policy P-52 states:

"Notwithstanding that they may not generally be permitted within the Community Commercial Designation, the zoning by-law shall provide for the continuation of certain commercial and residential uses within the commercial zone."

The Department of Planning and Development concurs with the proposed course of action and recommends that the land use by-law for Cole Harbour/Westphal be amended to more fully carry out the intent of the plan by allowing open storage for existing building supply outlets in the C-2 Zone pursuant to the following requirements:

1. That an opaque fence, measuring at least eight feet in height, be installed along any rear and/or side yard that abuts a Residential Zone;
2. That materials are not stored within the required front or flankage yard or within six (6) feet of any side or rear property line.
3. That materials stored within fifteen (15) feet of a rear or side property line shall not exceed eight (8) feet in height.

APPENDIX "A"

A BY-LAW TO AMEND THE LAND USE BY-LAW FOR

COLE HARBOUR/WESTPHAL

The Zoning By-law for Cole Harbour/Westphal is hereby amended by:

Adding immediately following Section 16.4 (c), the following:

- (d) Notwithstanding Subsection (a), in the case of "Existing building supply outlets":
 - (i) No open storage or outdoor display shall be permitted in any required front yard or flankage yard;
 - (ii) Where any side or rear property line abuts any Residential Zone, no open storage shall be permitted in any side yard or rear yard except where an opaque fence, measuring at least eight (8) feet (2.44 metres) has been erected; and
 - (iii) No open storage shall be permitted within six (6) feet (1.83 metres) of any side or rear property line or be permitted to exceed eight (8) feet (2.44 metres) in height within fifteen (15) feet of any side or rear property line.

STAFF REPORT

TO: The Planning Advisory Committee

FROM: Dept. of Planning & Development

APPLICATION NO. ZA-24-38-86

DATE: 1986 08 25

K. S. Wilson

ACTING - CAO

R. Butler

MANAGER, POLICY DIVISION

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RECOMMENDATION: THAT THE MUNICIPALITY'S ZONING BY-LAW NO. 24 BE AMENDED AS PER APPENDIX "A" OF THIS REPORT.

Information:

Presently, the Municipality's Zoning By-law No. 24 allows for the construction of side-by-side duplexes in a number of zones, including the R-2 (Two Family Dwelling) Zone, the R-4 (General Residential) Zone, and the R-5 (Rural Residential) Zone. However, a lot containing a duplex may be subdivided for the purpose of allowing separate ownership of each dwelling unit only where municipal water and sewer services are available. The purpose of the attached amendment is to allow the subdivision of duplex lots where central services are not available, provided that the lot is located within the R-2 Zone.

The proposed amendment provides that a subdivision can take place where each dwelling unit and lot has its own well and sewage disposal system. In addition, each lot will require a minimum 100 feet of road frontage, a minimum lot area of 20,000 square feet, and must be located in the R-2 (Two Family Dwelling) Zone. In order to ensure that proper health and environmental standards are maintained, the amendment requires that any subdivision take place in accordance with the Municipality's Subdivision By-law.

APPENDIX "A"

MUNICIPALITY OF THE COUNTY OF HALIFAX

AMENDMENT TO ZONING BY-LAW NO. 24

BE IT RESOLVED that the following be and the same is hereby adopted and enacted as an amendment to the Zoning By-law No. 24 of the Municipality of the County of Halifax.

A BY-LAW TO AMEND ZONING BY-LAW NO. 24

By adding immediately after Section 25 (i) the following:

(j) In the R-2 Zone only, a lot may be subdivided for the purpose of allowing separate ownership for each side of a side-by-side duplex, provided that each dwelling unit and lot has its own well and on-site sewage disposal system and that the subdivision is in accordance with the Municipality's Subdivision By-law and the following requirements:

- | | |
|--------------------------|----------------------------|
| (i) Lot Frontage Minimum | 100 feet per lot |
| (ii) Lot Area Minimum | 20,000 square feet per lot |