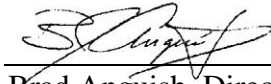


**Marine Drive, Valley and Canal Community Council
May 30, 2012**

TO: Chair and Members of Marine Drive, Valley and Canal Community Council

SUBMITTED BY:



Brad Anguish, Director, Community and Recreation Services

DATE: May 22, 2012

SUBJECT: **Case 17492: Development Agreement - Home Hardware, Sheet Harbour**

ORIGIN

Application by Jim Gray, on behalf of Gammon Brothers Limited.

RECOMMENDATION

It is recommended that Marine Drive, Valley and Canal Community Council:

1. Move Notice of Motion to consider the proposed development agreement, as set out in Attachment A of this report, and schedule a Public Hearing;
2. Approve the proposed development agreement for the expansion of the Home Hardware store at 22536 Highway #7, Sheet Harbour, as set out in Attachment A of this staff report; and
3. Require the 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

In Sheet Harbour, Gammon Brothers Ltd. operates the existing Home Hardware store at 22536 Highway #7 (Map 1). They wish to add a 490 sq. ft. addition to the building that will serve as a foyer to the front of their existing hardware store. Although the retail use is permitted on the property, the local Planning Strategy requires that proposals exceeding 5000 square feet in floor area be considered by Council through the development agreement process. The proposed development agreement is included as Attachment A.

On September 28, 2011, Council approved a development agreement to allow the development of a new Home Hardware Store across Highway #7 situated at the corner of Pine Falls Drive and Highway #7 (Map 2). However, due to economic reasons, the Developer has chosen to put those plans into abeyance until a later date.

Subject Property

The existing Home Hardware store is located on three properties and which comprise 55,299 square feet in area. The properties currently contain the existing Home Hardware Store, furniture store (both of which are commercial retail operations), and a warehousing operation with storage. (Map 3) The property is designated Village and zoned Mixed Use (MU) (see Attachment C) under the Eastern Shore East Municipal Planning Strategy (MPS) and Land Use By-law (LUB) as illustrated on Maps 1 and 2. Adjacent land uses along Highway #7 include banks, hotels, gas stations, and the area RCMP detachment. No residential development exists on this side of Highway #7 or on lands immediately opposite the highway. Currently, on-site parking is provided in front of the hardware and furniture store buildings and through off site parking.

Proposal

The Developer is proposing to add a 490 square foot addition to the front of the existing 6,000 square foot hardware store as illustrated on Map 3. Vehicular access to the parking area will remain open along the highway frontage without delineated curb. New parking spaces are to be created to the west of the furniture store for a total of 9 parking spaces, including one mobility disabled space, being proposed for the site.

MPS Policy

The Village Designation is applied to Sheet Harbour and the surrounding area in recognition of the mixed use character of the community and its role as an important social and economic centre for the Plan Area. The Mixed Use Zone is applied within the Village Designation to permit and encourage a mix of land uses within the Sheet Harbour area. However, to protect adjacent residential uses, commercial uses in excess of 5000 square feet in floor area must be considered by development agreement in accordance with Policy V-6 (see Attachment B). The Policy requires consideration of the following matters:

- compatibility of the proposed building with adjacent uses in terms of design and scale;
- adequacy of access and egress to the site;
- traffic impacts on the local road network,
- means by which solid and liquid wastes are treated; and

- layout and design of the site, driveways, buildings, parking areas, and signage.

DISCUSSION

Staff has reviewed the proposal relative to the applicable policies of the MPS and are of the opinion that the proposal is consistent with all applicable policies. The following matters have been identified for more detailed discussion.

Scale, Design and Site Layout

Staff are of the opinion that the scale of development proposed is consistent with the intent of the Village designation given that the buildings on the same side of the highway are used for commercial uses and are relatively similar in style and contain a mix of front façades. The proposed addition to the Home Hardware store will not substantially change the look of the existing store particularly as the front façade of the store (Schedule B of Attachment A) will be consistent with the current design and colour of the building. Also, the addition will be used as a foyer for the existing building, therefore, staff have no concerns with the adequacy of the on-site services.

Traffic and Parking

The proposed parking area includes 9 vehicular parking spaces including one barrier free space. The existing parking conditions are similar to that being proposed with the driveway access to the site remaining open to Highway #7 along its full frontage. This parking and access arrangement has functioned well over the years and is intended to remain unchanged. The parking standards of the LUB would require a minimum of 35 parking spaces for the building if the project was an as-of-right application. However, staff feels that this parking requirement is unnecessary in this case given that this business has operated at this location for many years without parking or traffic conflict. It is not anticipated that the new 490 square foot store front addition will generate vehicular traffic flows to this destination beyond pre-existing levels.

It should also be noted that the site of the future Home Hardware property at 22541 Highway #7 (Map 2) was one of the sites utilized for occasional parking overflow; however, this site cannot be used for parking overflow under the development agreement approved by Council on September 28, 2011. There are other parking areas within very close proximity to the site. This includes a vacant lot across the street that is owned by the Developer and a community parking area to the east beside the existing Home Hardware Store and behind the RBC building. These areas are currently utilized by the community for parking purposes.

Nova Scotia Transportation and Infrastructure Renewal (NSTIR) have issued a “Work Within Highway Right-of-Way” permit that indicates no concerns with the proposed parking alignment or access to the site (Map 3).

In terms of zoning, the MU zone permits a full range of commercial uses including restaurants, offices, grocery stores, service stations, auto repair shops, manufacturing, and assembly uses as-of-right. To minimize impacts on parking and access due to a change in use, the proposed agreement limits the uses on the properties to the existing hardware retail store, furniture retail store and storage/warehousing operations.

Should the applicant require a minor increase in the existing building footprints on the site, which may impact parking and other issues, Council can consider a non-substantive amendment subject to Policies V-6 and IM-10 of the Eastern Shore East Municipal Planning Strategy.

Conclusion

The Village designation and MU Zone are intended to encourage the continued development of a mix of uses within Sheet Harbour and to support the community's role as a service centre and social/economic focal point for the surrounding region. The proposed development will continue to enhance the retail component of the hardware store. The existing store operations are consistent with surrounding uses and the intent of the Village designation. Therefore, staff recommends that Council approve the proposed development agreement set out in Attachment A of this report.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

A public information meeting was not held for the proposed addition due to its size and intended use.

Should Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 1.

The proposed development agreement will potentially impact local residents, property owners and adjacent businesses.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant environmental policies contained in the Municipal Planning Strategy for Eastern Shore East.

ALTERNATIVES


1. Council may choose to approve the proposed development agreement as set out in Attachment A. This is the recommended course of action.
2. Council may choose to approve the proposed development subject to modifications. This may necessitate further negotiation with the Developer and a second Public Hearing.
3. Council may choose to refuse the proposed development agreement, as set out in Attachment A. Pursuant to Section 245(6) of the *Halifax Regional Municipality Charter*, Council must provide reasons to the applicant justifying this refusal, based upon the policies of Eastern Shore East MPS.

ATTACHMENTS

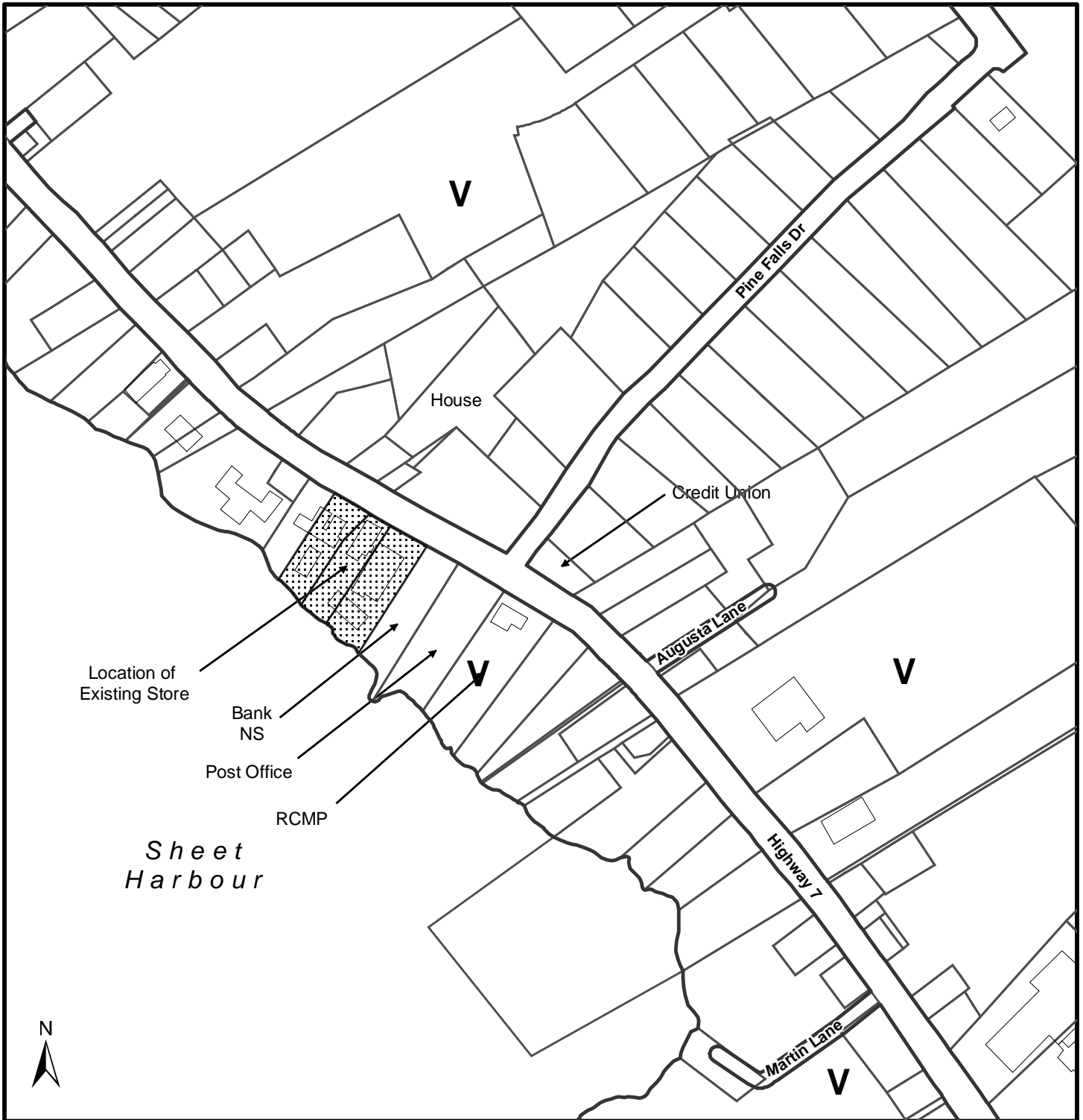
Map 1	Generalized Future Land Use
Map 2	Zoning and Location
Map 3	Proposed Site Plan
Attachment A	Proposed Development Agreement
Attachment B	Excerpts from the Eastern Shore East MPS
Attachment C	Excerpts from the Eastern Shore East LUB

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

Report Prepared by: Shayne Vipond, Senior Planner, Planning Applications, Eastern Region, 490-4335




Report Approved by: Kelly Denty, Acting Manager of Development Approvals, 490-4800



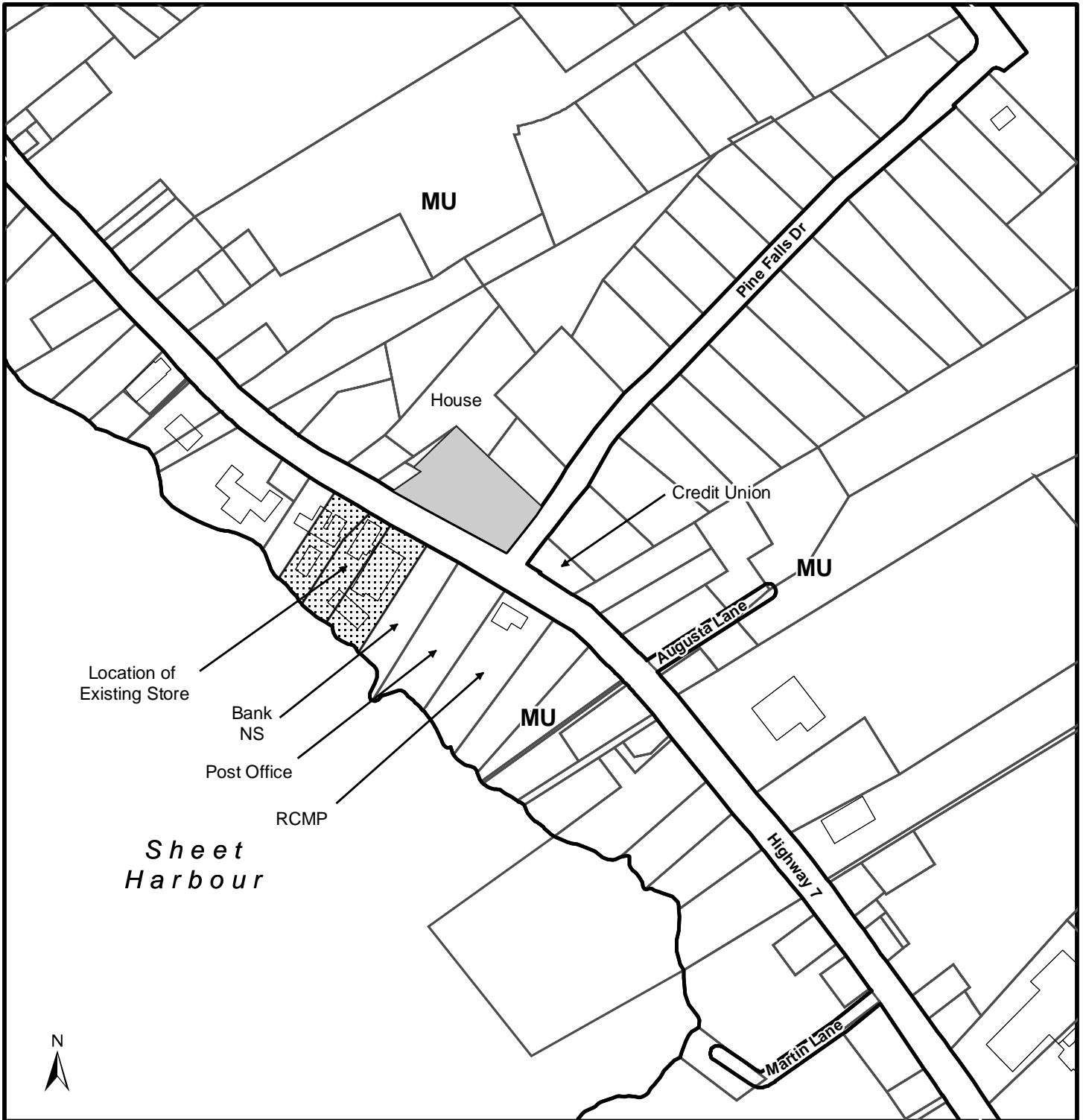
Map 1 - Generalized Future Land Use



 Subject Properties
 22536 Highway # 7


 Village Designation






Map 2 - Zoning and Location

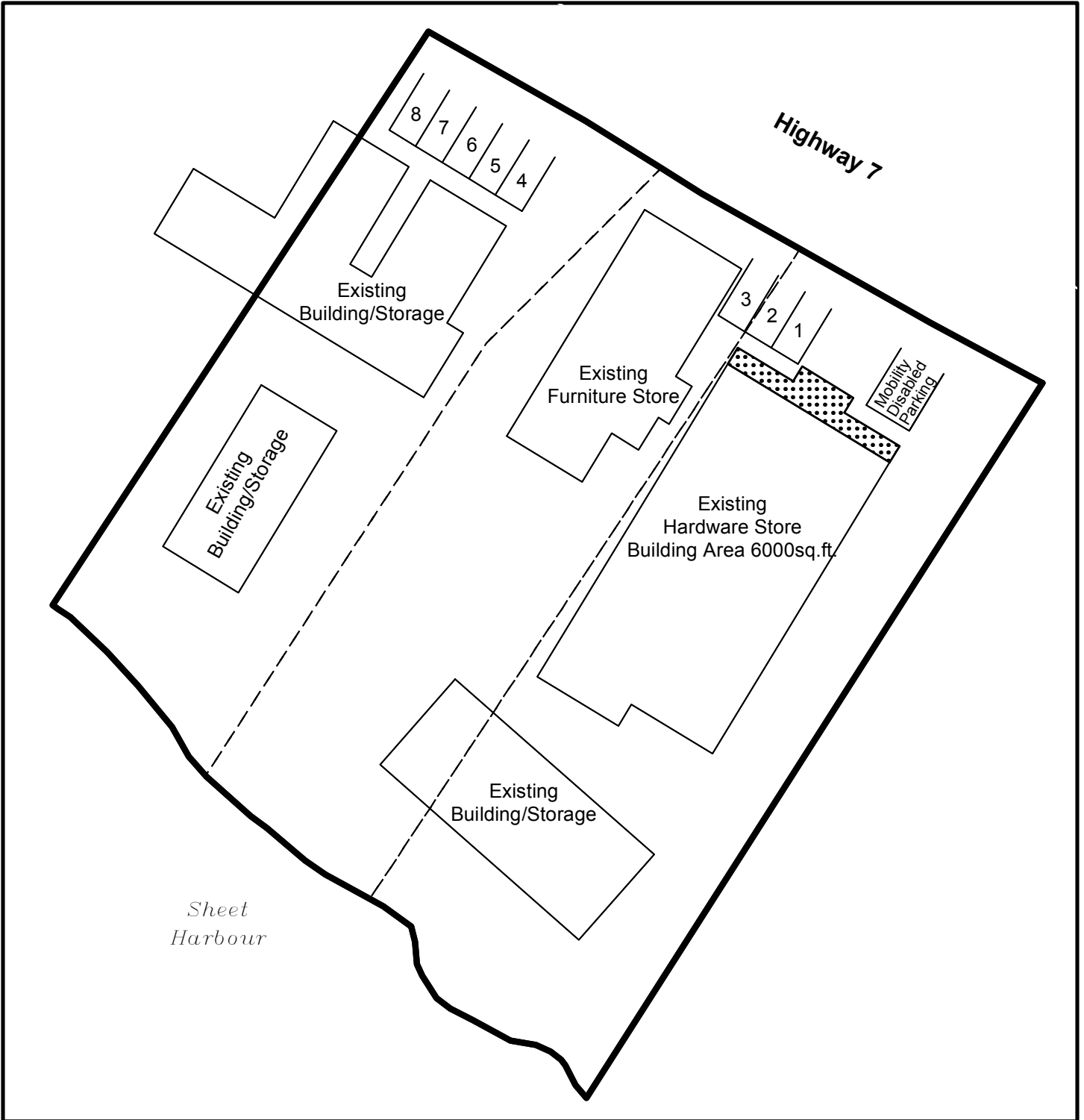


 Subject Properties
22536 Highway #7

MU Mixed Use Zone




 22541 Highway #7
(Future Home Hardware Store)





Map 3 - Proposed Site Plan



-  Area under Proposed Development Agreement
-  Property Lines
-  Front Entryway (Proposed Addition)



Attachment A: Proposed Development Agreement

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

BETWEEN:

(Insert Registered Owner's Name)

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 22536 Highway 7, Sheet Harbour and [**Insert PIDs**] which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for an addition to the existing Home Hardware store on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy V-6 and IM-10 of the Eastern Shore East Municipal Planning Strategy;

AND WHEREAS the Marine Drive, Valley and Canal Community Council for the Municipality approved this request at a meeting held on [**Insert - Date**], referenced as Municipal Case Number 17492;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Eastern Shore East and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number Case 17492:

Schedule A Legal Description of the Lands
Schedule B Site Plan
Schedule C Building Elevations

3.2 General Description of Land Use

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

- (a) A hardware retail store;
- (b) A furniture retail store; and
- (c) Storage and Warehousing operation.

3.3 Siting and Architectural Requirements

3.3.1 In accordance with Schedules B and C, the existing Home Hardware Store shall comply with the following:

- (a) The gross floor area of the building shall not exceed 6,490 square feet;
- (b) The building shall not exceed a height of 30 feet;
- (c) The dimensions of the building shall generally conform with the elevations as set out in Schedule C; and

- (d) The type and colour of exterior materials of the building shall generally conform with the elevations and text set out in Schedule C.
- (e) All other buildings as shown on Schedule B shall not be permitted to expand.

3.4 Parking, Circulation and Access

- 3.4.1 Parking spaces, vehicular accesses to the Lands, and circulation driveways shall be provided as generally illustrated on Schedule B.
- 3.4.2 The parking area shall include a minimum of 9 parking spaces as illustrated on Schedule B.
- 3.4.3 The front entry way on the north side of the building, as illustrated on Schedule C, shall not be blocked by parking spaces, storage or any other structure.

3.5 Outdoor Lighting

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

3.6 Maintenance

- 3.6.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.6.2 All disturbed areas shall be reinstated to original condition or better.

3.7 Signs

- 3.7.1 Commercial signage shall be permitted as illustrated on Schedule C.
- 3.7.2 Notwithstanding clause 3.7.1, additional signage may be permitted on the Lands in accordance with the applicable requirements of the Eastern Shore (East) Land Use By-law.

3.8 Hours of Operation - Deliveries and Collections

- 3.8.1 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 am and 10:00 pm.

PART 4: STREETS AND SERVICES

General Provisions

- 4.1 The design and construction of all service systems shall satisfy the applicable requirements and standards of the Municipality and the Province of Nova Scotia.

Off-Site Disturbance

- 4.2 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer, or the Province of Nova Scotia where applicable.

4.3 Solid Waste Facilities

All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street, sidewalk or adjacent property by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1 All private storm water facilities shall be maintained in good order and maintain full storage capacity by the Developer.
- 5.2 **Stormwater Management and Grading Plans**
The Developer shall prepare and submit for the approval of the applicable authority, any plans or information regarding stormwater management or drainage on the Lands as required by the Province of Nova Scotia. The Municipality shall be satisfied that the Developer has complied with this requirement prior to issuing any Municipal Permits.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) Changes to the exterior materials of the building which, in the opinion of the Development Officer, do generally conform with Schedule C;
- (b) Minor increases in building footprints subject to Policy V-6 and IM-10 of the Eastern Shore East Municipal Planning Strategy;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed addition.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the

Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

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

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Eastern Shore East, as may be amended from time to time.

7.5 Discharge of Agreement

If the Developer fails to complete the development after 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court

and waives any defence based upon the allegation that damages would be an adequate remedy;

- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

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

(Insert Registered Owner Name)

Per: _____

Per: _____

=====

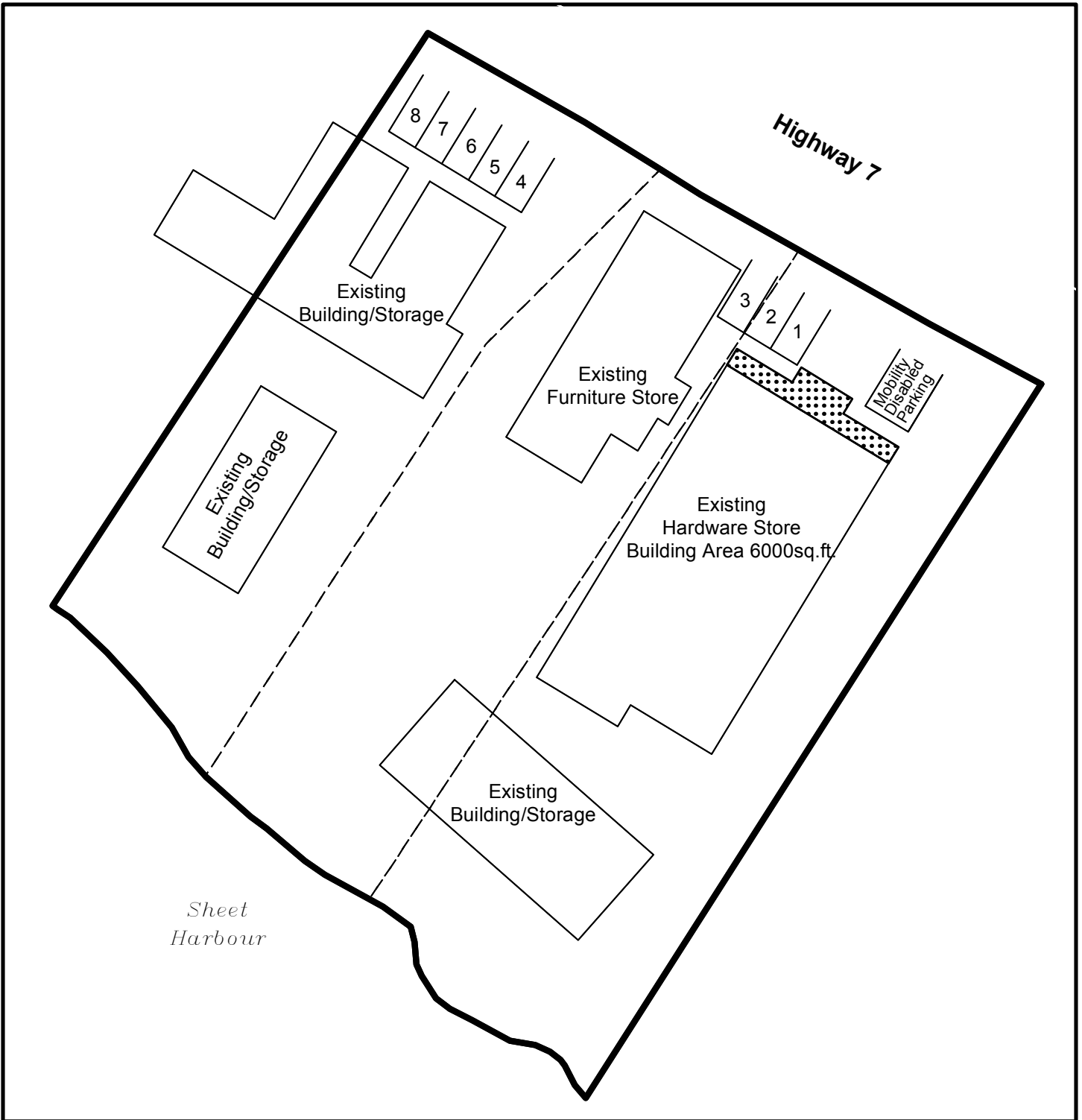
=
HALIFAX REGIONAL MUNICIPALITY

Per: _____

Mayor




Per: _____

Municipal Clerk



Schedule B - Proposed Site Plan



-  Area under Proposed Development Agreement
-  Property Lines
-  Front Entryway (Proposed Addition)



WILL HAVE TO APPLY FOR A NAME CHANGE TO BE ABLE TO USE GAMMON BROTHERS HHBC

NEW HOME HARDWARE BUILDING CENTRE SIGN
16'-0" X 7'-3" (5'-1" LOGO) SIGN SHOWN WITH
INDIVIDUAL LIGHTED LETTERS AND LOGO

VICWEST
VM6061 HOT RED
PROFILE # CL3035
VERTICAL APPLICATION
26 GAUGE

SHOULDER ARCHITECTURAL
OR EQUIVALENT
COLOUR: BRIAR

OPTION:
STANDARD ARCHITECTURAL
FULL SPLIT FACE BLOCK
COLOUR: STANDARD GREY

VICWEST (OR EQUIVALENT)
VM6082 REGENT GREY
TRIM CAP (8" HIGH SHOWN)

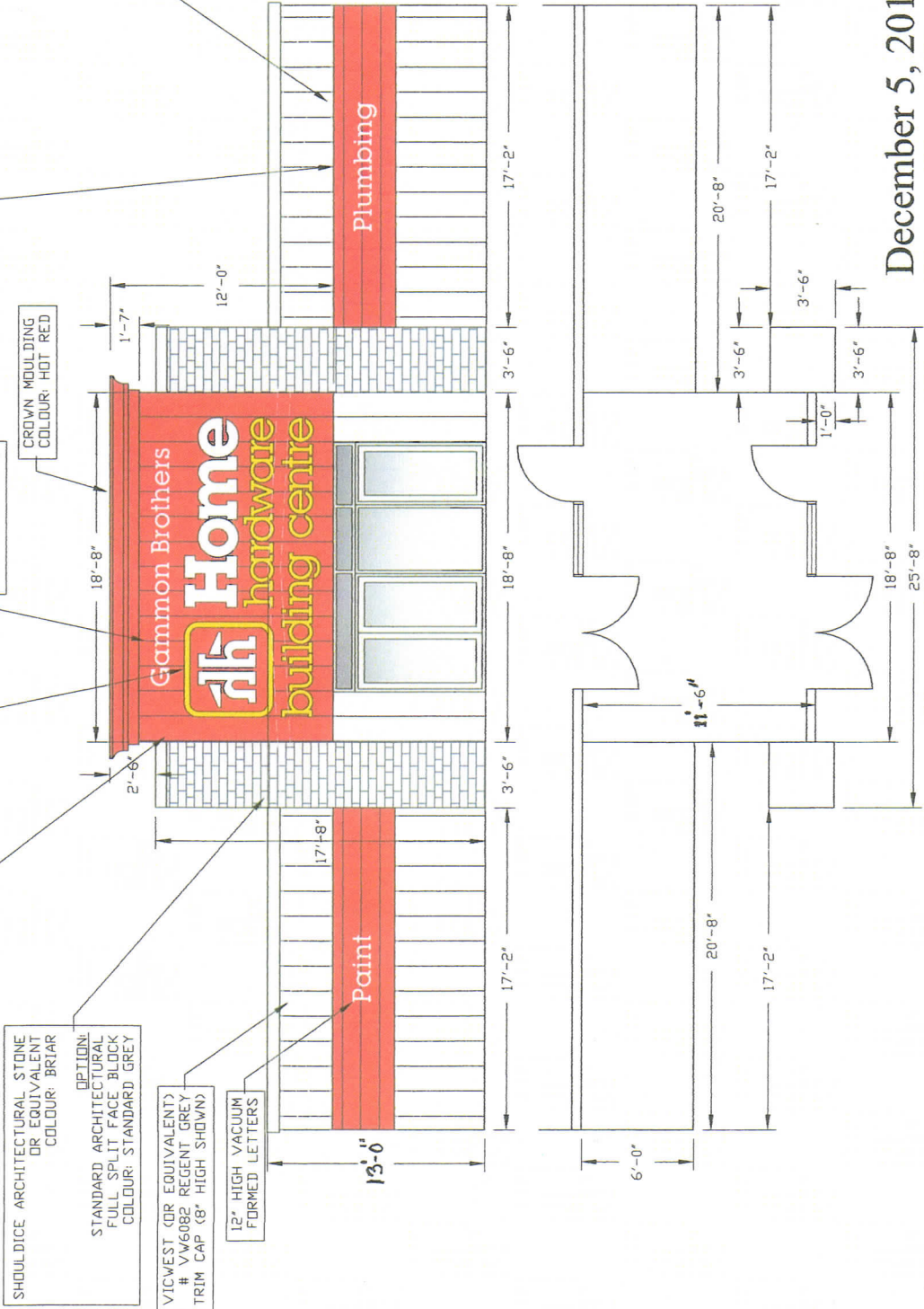
12" HIGH VACUUM
FORMED LETTERS

12" HIGH VACUUM
FORMED LETTERS

VICWEST
VM6061 HOT RED
PROFILE # CL3035
OR PROFILE # CL6025R
HORIZONTAL APPLICATION
26 GAUGE

CROWN MOULDING
COLOUR: HOT RED

PREFERRED MATERIAL:
PREFINISHED TEXTURE COAT
PANEL SYSTEM - COLOUR: ASPEN WHITE
(SIMILAR TO BUTLER STYLWALL-II FLATWALL
SYSTEM WITH APSEN WHITE FINISH)
-MIN. 26 GAUGE
OPTION #1
WHITE STUCCO
COLOUR TO MATCH ASPEN WHITE
OPTION #2
VICWEST # VM6076 WHITE WHITE
PROFILE # CL3035
26 GAUGE



December 5, 2011

Attachment B: Excerpts from the Eastern Shore East MPS

Commercial Development

The Village Designation supports a wide range of commercial uses designed to meet the needs of local residents and the travelling public. The scale of commercial uses is limited to five thousand (5,000) square feet. Other performance standards would provide controls on outdoor storage and display, parking areas, buffering and landscaping. It is recognized that larger scale commercial uses may be appropriate in certain situations where adequate protection is provided for adjacent residential properties and concerns related to environmental matters, traffic generation, architectural design, outdoor storage and display and hours of operation are addressed. Larger scale commercial uses may, therefore, be considered by development agreement.

V-6 Notwithstanding Policy V-2, it shall be the intention of Council to consider permitting commercial uses in excess of five thousand (5,000) square feet of floor area in accordance with the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

- (a) that the architectural design and scale of any building is compatible with nearby uses;
- (b) the impact of the proposed use on traffic volume and the local road network, as well as traffic circulation in general, sighting distances, and the entrance to and exit from the site;
- (c) the means by which solid and liquid wastes are treated;
- (d) the overall layout and design of the site, including all buildings, parking areas, landscaped areas, refuse collection areas and signage; and
- (e) the provisions of Policy IM-10.

IM-10 In considering development agreements and amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Strategy, Council shall have appropriate regard to the following matters:

- (a) that the proposal is in conformity with the intent of this Strategy and with the requirements of all other municipal by-laws and regulations.
- (b) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the Municipality to absorb any costs relating to the development;
 - (ii) the adequacy of central or on-site sewerage and water services;
 - (iii) the adequacy or proximity of school, recreation or other community facilities;
 - (iv) the adequacy of road networks leading or adjacent to or within the development; and
 - (v) the potential for damage to or for destruction of designated historic buildings and sites.

- (c) That controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) type of use;
 - (ii) height, bulk and lot coverage of any proposed building;
 - (iii) traffic generation, access to and egress from the site, and parking;
 - (iv) open storage; and
 - (v) signs.

- (d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and

- (e) any other relevant matter of planning concern.

- (f) 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.
(Regional Council - July 2, 2002, Effective - August 17, 2002)

Attachment C: Excerpts from the Eastern Shore East LUB

PART 6: MU (MIXED USE) ZONE

6.1 MU USES PERMITTED

No development permit shall be issued in any MU (Mixed Use) Zone except for the following:

RESIDENTIAL USES

Single unit dwellings

Two unit dwellings

Senior citizen housing

Existing multiple unit dwellings containing more than 4 units

Multiple unit dwellings containing a maximum of 4 units

Mobile dwellings on individual lots

Home based business uses in conjunction with permitted dwellings

COMMERCIAL USES

Antique shops

Craft shops

Convenience stores

Bed and breakfasts

Grocery stores

Variety stores

(Deleted: MDVCCC-Jan 23/02;E-Feb 10/02)

Commercial schools

Theatres and cinemas

Trade contracting services and shops

Beverage rooms

Service and personal service shops

Medical clinics

Restaurants including full service, drive-in and take-out

Service stations and automobile repair outlets

Bakeries

Banks and financial institutions

Offices

Funeral parlours and undertaking establishments including crematoriums

Garden centres

Marinas

Outdoor display courts

Photographic studios

Retail stores

Shopping centres

Printing establishments

Taxi and bus stations

Veterinary clinics

Warehousing and wholesaling
Manufacturing and assembly uses
Utility, communication buildings or structures
Wharves and boathouses
Existing service industry uses
Existing uses
Commercial Accommodation Uses (MDVCCC-Jan 23/02;E-Feb 10/02)

RESOURCE AND TRADITIONAL USES

Agricultural uses
Forestry uses
Fishery support uses
Fish sheds and boat sheds
Traditional uses

COMMUNITY USES

Daycare facilities
Institutional uses
Open space uses
Recreation uses

6.2 MU ZONE REQUIREMENTS

Where uses are permitted as Residential, Commercial, Resource and Traditional, and Community uses in any MU Zone, no development permit shall be issued except in conformity with the following:

Minimum lot area	20,000 square feet (1858 m ²)
Minimum frontage	100 feet (30.5 m)
Minimum front or flankage yard	30 feet (9.1 m)
Minimum rear or side yard	8 feet (2.4 m)
Maximum lot coverage	35 percent
Maximum height of main building	35 feet (10.7 m)

6.3 OTHER REQUIREMENTS: MULTIPLE UNIT DWELLINGS

Where multiple unit dwellings are permitted in any MU Zone, no development permit shall be issued except in conformity with the following:

Minimum lot area	15,000 square feet (1393.5 m ²) per dwelling unit
Minimum frontage	100 feet (30.5 m)
Minimum front or flankage yard	30 feet (9.1 m)
Minimum rear or side yard	8 feet (2.4 m)
Maximum lot coverage	35 percent
Maximum height of main building	35 feet (10.7 m)

6.4 OTHER REQUIREMENTS: HOME BASED BUSINESS USES

Where home based business uses in conjunction with a dwelling are permitted in any MU Zone the following shall apply:

- (a) Any lot that is used for such purposes shall be the principle residence of the operator of the business;
- (b) No materials or equipment shall be used except that which is reasonable consistent with that business and shall not be obnoxious or create a nuisance by virtue of noise, vibration, odour or glare;
- (c) One off-street parking space, other than that required for the dwelling, shall be provided for every three hundred (300) square feet (27.9 m²) of floor area devoted to any home business;
- (d) No more than one (1) sign shall be permitted on any lot and no such sign shall exceed twenty (6) square feet (0.56 m²) in area;
- (e) No more than twenty-five (25) percent of the total gross floor area of the dwelling unit shall be devoted to home business uses within the dwelling, and in no case shall the total gross floor area of structures devoted to home business uses exceed one thousand (1,000) square feet (92.9 m²);
- (f) No outdoor storage or outdoor display shall be permitted in any yard where such yard abuts any residential uses, except where a fence or a landscaped area providing a visual barrier and measuring at least six (6) feet (1.8 m) in height is provided;
- (g) No outdoor storage shall be permitted in any front yard;
- (h) No exterior alterations to the dwelling related to the business use shall be permitted except to meet fire safety, structural safety, or health regulations; and

6.5 OTHER REQUIREMENTS: DAY CARE USES

Where day care facilities are permitted in any MU Zone, the following shall apply:

- (a) One off-street parking space shall be provided for every three hundred (300) square feet (27.9 m²) of floor area devoted to any day care facility.

6.6 OTHER REQUIREMENTS: COMMERCIAL USES

Where uses are permitted as Commercial Uses in any MU Zone, the following shall apply:

- (a) The total gross floor area of all structures devoted to a commercial use shall not exceed five thousand (5,000) square feet (464.5 m²);
- (b) No portion of any lot shall be used for the collection and storage of refuse unless the refuse containers are screened;
- (c) No outdoor storage shall be permitted in any front yard; and
- (d) Except where any commercial use abuts another commercial use, no portion of any parking space shall be located within any required side or rear yard except where a fence or other visual and physical barrier is erected.

6.7 OTHER REQUIREMENTS: MEDICAL CLINICS

Notwithstanding the provisions of Sections 6.2 and 6.6, where medical clinics are permitted in any MU Zone, the following shall apply:

- (a) No medical clinic shall be located less than thirty (30) feet (9.1 m) from any lot line nor less than fifty (50) feet (15.2 m) from any dwelling).

6.8 OTHER REQUIREMENTS: AGRICULTURE USES

Notwithstanding the provisions of Section 6.2, where agricultural uses are permitted in any MU Zone, and where any barn, stable or other building intended for the keeping of domestic fowl or other livestock is to be erected, no structure shall:

- (a) Be less than fifty (50) feet (15.2 m) from any side lot line;
- (b) Be less than three hundred (300) feet (91.4 m) from any residential dwelling or potable water supply except a dwelling or water supply on the same lot or directly related to the agricultural use; and
- (c) Be less than three hundred (300) feet (91.4 m) from any water course or water body.

6.9 OTHER REQUIREMENTS: FORESTRY USES

Notwithstanding the provisions of Section 6.2, where forestry uses are permitted in any MU Zone, the following shall apply:

- (a) The combined gross floor area of all structures devoted to the forestry use shall not exceed three thousand (3,000) square feet (278.7 m²); and
- (b) Any area devoted to open storage shall not be permitted within any required front yard or side yard and shall not exceed twenty-five (25) percent of the lot area.

6.10 OTHER REQUIREMENTS: OPEN SPACE USES

Where open space uses are permitted in any MU Zone, no development permit shall be issued except in conformity with the following:

Minimum Front or Flankage Yard 30 feet (9.1 m)

Minimum Rear or Side Yard 30 feet (9.1 m)

6.11 EXEMPTION: OPEN SPACE USES

Notwithstanding the provisions of Section 4.1(a) where open spaces uses are permitted, and where such uses involve no buildings or structures, no development permit shall be required.

6.12 OTHER REQUIREMENTS: TRADITIONAL USES

Where traditional uses are permitted in any MU Zone, the following shall apply:

- (a) Any materials associated with the traditional use shall be contained within a building or otherwise enclosed by a fence, vegetation or other means which provide a visual and physical barrier.

6.13 OTHER REQUIREMENTS: FISH SHEDS AND BOAT SHEDS

Notwithstanding the provisions of Section 6.2, where fish sheds and boat sheds are permitted in any MU Zone, the following shall apply:

Minimum front or side yard 4 feet (1.2 m)

Maximum lot coverage 50 percent