

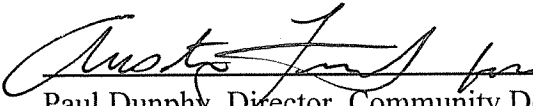
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PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Harbour East Community Council**  
**July 8, 2010**

**TO:** Chair and Members of Harbour East Community Council

**SUBMITTED BY:**   
Paul Dunphy, Director, Community Development

**DATE:** June 17, 2010

**SUBJECT:** **Case 15991: Development Agreement - 1956 Shore Road, Eastern Passage**

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**ORIGIN**

An application by Christina Salvatore to enter into a development agreement to permit a multiple unit dwelling on lands zoned R-2 at 1956 Shore Road, Eastern Passage.

**RECOMMENDATION**

It is recommended that Harbour East Community Council reject the development agreement application for a multiple unit dwelling at 1956 Shore Road, Eastern Passage.

## **BACKGROUND**

Christina Salvatore has developed a third unit apartment building on lands located at 1956 Shore Road in Eastern Passage. However, the zoning on the property only permits up to 2 units. The Eastern Passage/ Cow Bay Municipal Planning Strategy (MPS) provides for multiple unit dwellings that are in keeping with the surrounding area by development agreement. Ms. Salvatore has applied to enter into a development agreement to legalize the third dwelling unit.

The lands location, designation, zoning and surrounding land uses are:

- situated on a narrow lot situated at 1956 Shore Road (PID 00354019);
- located on the north side of Shore Road between McCoombs Lane and Romkey Drive;
- lot is approximately 14,102 square feet in area and the majority of the lot is covered with vegetation;
- designated Urban Residential under the Eastern Passage/Cow Bay Municipal Planning Strategy (Map 1);
- zoned R-2 (Two Unit Dwelling) under the Eastern Passage/Cow Bay Land Use By-law (Map 2); and
- surrounded by lands zoned R-2 except for R-1 (Single Unit Dwelling) zoned lands abutting the rear property boundary (Map 2).

### **History/Development Agreement Request**

In 2008, Christina Salvatore contacted staff in order to seek a solution for an illegal third dwelling unit following receipt of a Notice to Comply. In September 2009, the property owner was advised to keep the illegal unit vacant until the issue was resolved by a planning process. However, it was learned in October 2009 that the illegal unit was rented out and Ms. Salvatore was advised that HRM would be proceeding with charges. Staff also recommended that she still make an application to planning services to address the illegal third unit. Consequently, Ms. Salvatore applied for a development agreement to permit the third dwelling unit. If Council does not support the proposed development agreement, staff will take action to remove the illegal unit.

### **Enabling Policy**

Under the Eastern Passage/ Cow Bay MPS, Policy UR-8 (Attachment B) enables small scale multiple unit developments if they are in keeping with the low density character of residential development in the surrounding area by development agreement. Central water and sewer services must be available. Policy UR-8 criteria for multiple unit dwelling proposals in low density areas has regard for density, architectural, site design, environmental, traffic, maintenance and servicing concerns.

## DISCUSSION

Staff have reviewed the proposal based upon all applicable policies of the Eastern Passage/Cow Bay MPS, which are included in Attachment B of this report. Staff are of the opinion that the proposal is consistent with the applicable policies of the Eastern Passage/Cow Bay MPS with the exception that municipal central sewer services do not possess the capability to support the development.

### **Service Capacity**

Sewage treatment capacity is an issue in Eastern Passage/Cow Bay plan area and no further increase in the number of dwelling units may be accommodated beyond what current zoning permits. A report to Regional Council, July 6, 2004 identified capacity constraints of the existing Eastern Passage Wastewater Treatment Plant and the need to expand and upgrade the plant to accommodate continued growth within the existing serviced boundary for Eastern Passage and Cole Harbour.

Halifax Water has begun the process of upgrading the Wastewater Treatment Plant in Eastern Passage. The upgrade, consistent with the intent of the Regional Municipal Planning Strategy, is to address capacity deficiencies of wastewater treatment systems within HRM's existing Urban Service Area. Therefore, development that exceeds its current zoning, such a third unit dwelling within an R-2 Zone, can not be supported.

### **Proposed Development Agreement**

Despite the lack of sewer capacity, the development is consistent with the type of development envisioned by MPS policy. Staff have prepared a draft development agreement for the development to ensure all other criteria could be addressed (Attachment A). The proposed agreement would:

- i) minimize impacts of the proposed additional unit on adjacent or nearby land uses;
- ii) limit the number of dwelling units to a maximum of 3;
- iii) require the lawn areas to be landscaped with grass or combination of grass and shrubs/trees;
- iv) require building and grounds to be kept in good repair;
- v) require only 4 on-site parking spaces to minimize the loss of grassed area; and
- vi) require the parking area to be defined with curbing and landscaping.

## 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

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on May 17, 2010. A public hearing has to be held by Council before they can consider approval of any applications.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 2. Attachment E contains a copy of the minutes from the meeting. 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 2.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners.

## **Conclusion**

A development agreement as requested by the applicant would have permitted a small scale multiple unit dwelling as envisioned by the Eastern Passage/Cow Bay MPS. However, sewer capacity is not presently available for any additional dwelling units in the plan area, therefore staff recommend that Council not approve the request application.

## ALTERNATIVES

1. Council may choose to refuse the proposed development agreement application and in doing so, must provide reasons based on a conflict with MPS policies. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement as outlined in Attachment A of this report.
3. Council may choose to approve the proposed development agreement as outlined in Attachment A of this report with modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.

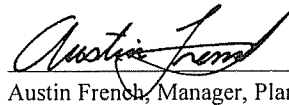
ATTACHMENTS

Map 1	Generalized Future Land Use Map
Map 2	Zoning and Notification
Attachment A	Proposed Development Agreement
Attachment B	Excerpts from Eastern Passage/Cow Bay MPS
Attachment C	Excerpts from Eastern Passage/Cow Bay LUB
Attachment D	Policy Evaluation
Attachment E	Minutes from Public Information Meeting

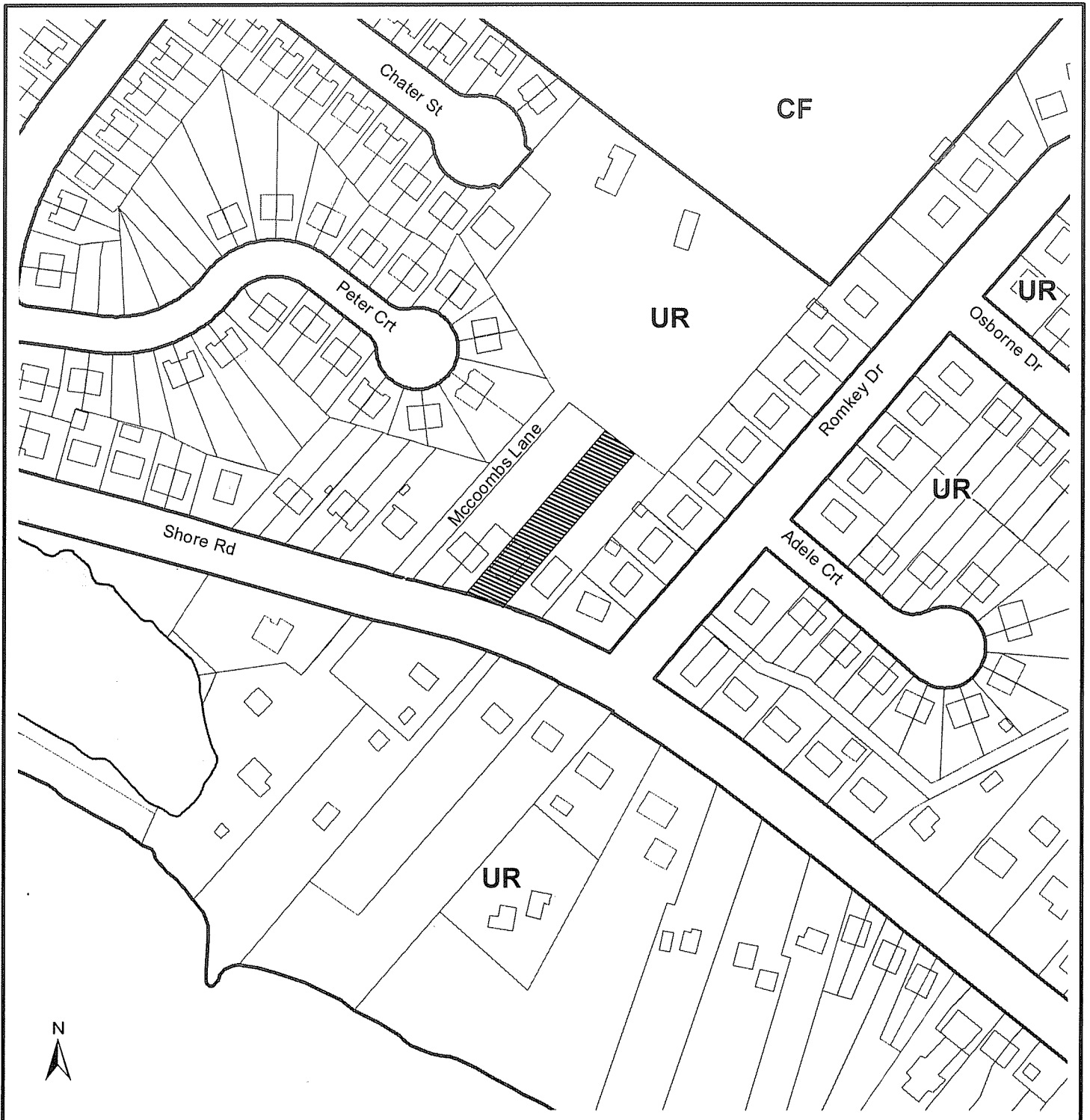
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by : Darrell Joudrey, Planner 1, Planning Applications, 490-4181

Report Approved by:




Austin French, Manager, Planning Services, 490-6717



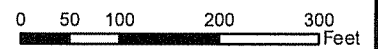
**Map 1 - Generalized Future Land Use**

1956 & 1958 Shore Road  
PID 00354019

 Subject Property

**Designation**

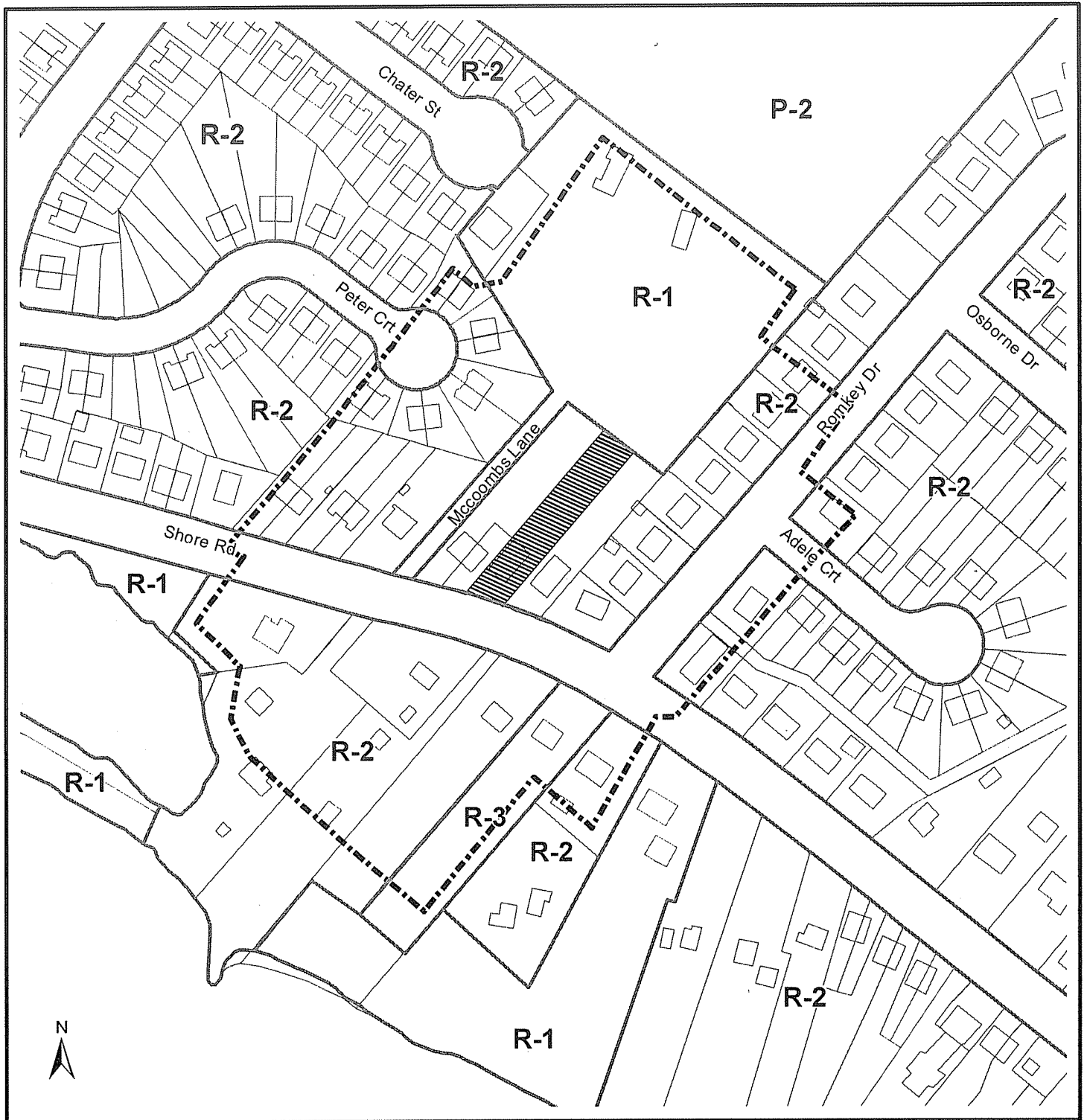
CF Community Facility  
UR Urban Residential



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Eastern Passage/Cow Bay Plan Area.


HRM does not guarantee the accuracy of any representation on this plan.

Eastern Passage/Cow Bay Plan Area



**Map 2 - Zoning and Location**

1956 & 1958 Shore Road  
PID 00354019

 Subject Property

 Notification Area

**Zone**

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-3 Mobile Dwelling
- P-2 Community Facility

**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES

0 50 100 200 300  
Feet

This map is an unofficial reproduction of a portion of the zoning map for the Eastern Passage/Cow Bay Plan Area

HRM does not guarantee the accuracy of any representation on this plan

Eastern Passage/Cow Bay Plan Area

**Attachment A: Proposed Development Agreement**

THIS AGREEMENT made this     day of **[Insert Month]**, 2010,

BETWEEN:

**CHRISTINA SALVATORE**  
an individual, in the Halifax Regional Municipality,  
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 1956 Shore Road, Eastern Passage and 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 a multiple unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR- 8 and IM-11 of the Eastern Passage/Cow Bay Municipal Planning Strategy;

AND WHEREAS the Harbour East Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 15991;

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

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**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 Passage/Cow Bay 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 15991:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan

### 3.2 Requirements Prior to Approval

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

### 3.3 General Description of Land Use

3.3.1 The use of the Lands permitted by this Agreement is a 3-unit multiple unit dwelling.

3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Eastern Passage/Cow Bay Land Use By-law, as amended from time to time.

### **3.4 PARKING, CIRCULATION AND ACCESS**

- 3.4.1 The parking area shall be sited as shown on Schedule B.
- 3.4.2 The parking area shall provide a minimum of 4 parking spaces.
- 3.4.3 The limits of the parking area shall be defined by concrete curbing or an acceptable equivalent approved by the Development Officer and landscaping including shrubs or bushes.
- 3.4.4 The parking lot shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.

### **3.5 LANDSCAPING**

The Developer shall landscape the Lands as per Schedule B with grass or a combination of grass and shrubs or trees.

### **3.6 SCREENING**

Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing with suitable landscaping.

### **3.7 MAINTENANCE**

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, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

## **PART 4: MUNICIPAL SERVICES**

No additional sanitary sewer connections to the multiple unit dwelling shall be permitted or any new sanitary sewer laterals from the streetline.

## **PART 5: AMENDMENTS**

### **5.1 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 parking measures as detailed in Section 3.4 or which, in the opinion of the Development Officer, do not conform with Schedule B;
- (b) The length of time for the completion of the development as identified in Section 6.5.1 of this Agreement;

## 5.2 Substantive Amendments

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

### 6.1 Registration

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

### 6.2 Subsequent Owners

- 6.2.1 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.
- 6.2.2 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).

### 6.3 Commencement of Development

- 6.3.1 In the event that development on the Lands has not commenced within 1 year from the date of registration of this Agreement at the Registry of Deeds or 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.
- 6.3.2 For the purpose of this section, commencement of development shall mean issuance of an Occupancy Permit
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1, 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.

#### 6.4. 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 Passage/Cow Bay, as may be amended from time to time.

#### 6.5 Discharge of Agreement

6.5.1 If the Developer fails to complete the development after 1 year 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 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

#### 7.1 Enforcement

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

#### 7.2 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 defense 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 \_\_\_\_\_, 2010.

**SIGNED, SEALED AND DELIVERED** in  
the presence of:

**(Insert Registered Owner Name)**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

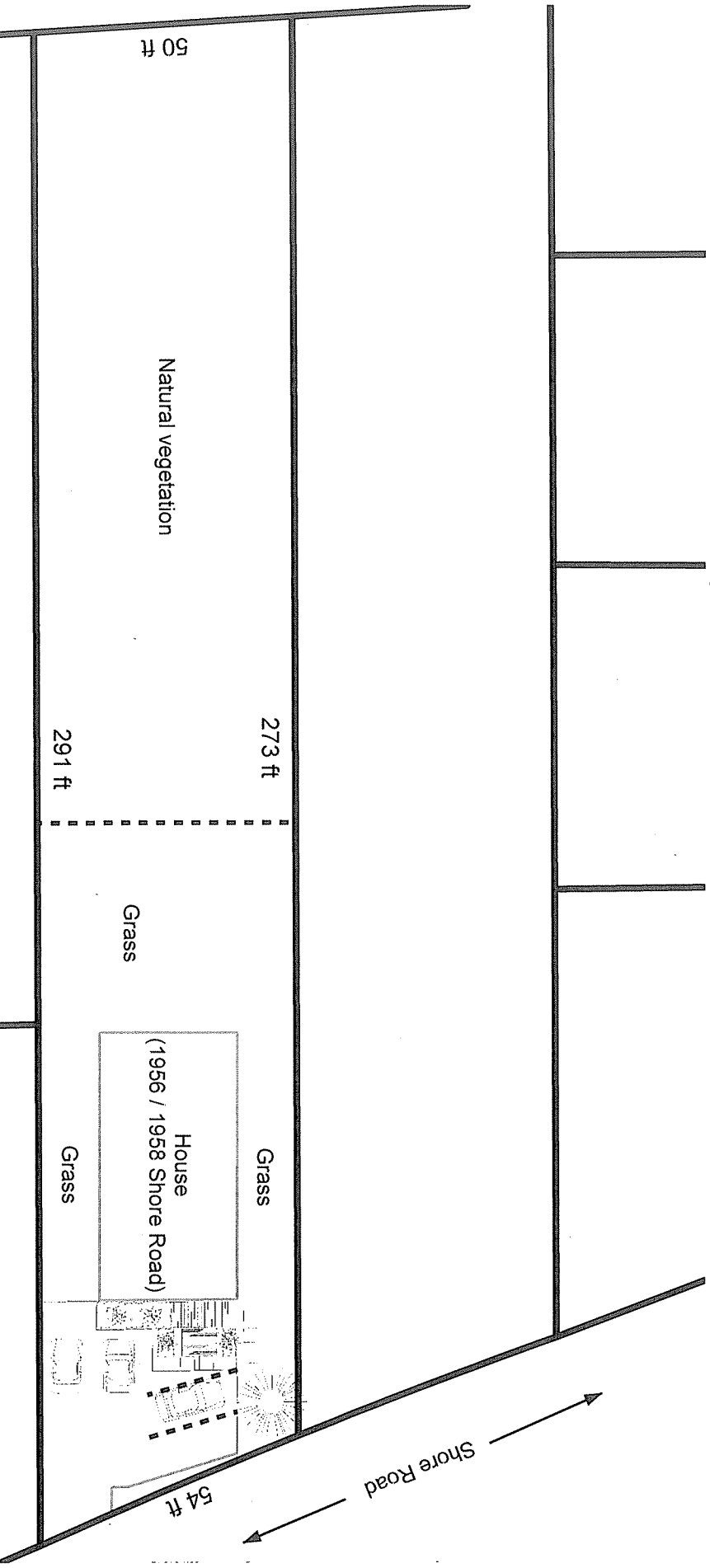
=====

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

**HALIFAX REGIONAL  
MUNICIPALITY**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Municipal Clerk



**Schedule B - Site Plan**

HRM does not guarantee the accuracy of any base information.



Natural vegetation to be retained at rear of lot

Grass

Grass

House  
(1956 / 1958 Shore Road)

Grass

10 ft

6 ft

11 ft

8 ft

16 ft

8 ft

8 ft

25 ft

47 ft

15 ft

Ditch

Shore Road

### Schedule B (continued) - Site Plan Detail

HRM does not guarantee the accuracy of any base information.

June 25, 2010

Case 15991

T:\work\planning\Holy\Official\_Maps\Case\_15991\Site Plan\_SchB detail.pdf (SML)





**Attachment B: Excerpts from the Eastern Passage/Cow Bay Municipal Planning Strategy**

UR-8 Notwithstanding Policy UR-2, it shall be the intention of Council to consider permitting multiple unit dwellings within the Urban Residential Designation which are of a small scale and in keeping with the low density character of the surrounding area, according to the development agreement provisions of the Planning Act. In considering such agreements, Council shall have regard to the following:

- (a) that the maximum number of dwelling units shall not exceed twelve (12);
- (b) the adequacy of separation distances from low density residential developments;
- (c) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;
- (d) that site design features, including landscaping, amenity areas, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of residents of the development;
- (e) that municipal central services are available and capable of supporting the development;
- (f) that appropriate controls are established to address environmental concerns, including stormwater controls based on a report from the appropriate municipal, provincial or federal government authority;
- (g) that the development has direct access to a minor or major collector road as defined on Map 3 - Transportation;
- (h) the impact on traffic circulation and, in particular, the adequacy of sighting distances and entrances and exits to the site;
- (i) the general maintenance of the development; and
- (j) the provisions of Policy IM-11.

IM-11 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this planning strategy, Council shall have appropriate regard to the following matters:

- (a) that the proposal is in conformity with the intent of this planning 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 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;
  - (v) signs; and
  - (vi) any other relevant matter of planning concern.
- (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.
- (e) **Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy IC-6”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)**

Attachment C: Excerpts from the Eastern Passage/Cow Bay Land Use By-law

PART 8: R-2 (TWO UNIT DWELLING) ZONE

8.1 R-2 USES PERMITTED

No development permit shall be issued in any R-2 (Two Unit Dwelling) Zone except for the following:

Residential Uses

Single unit dwellings;

Two unit dwellings;

Existing day care facilities for not more than fourteen (14) children and in conjunction with permitted dwellings except in two unit dwellings where each unit is held under separate title;

Home child care services for not more than three (3) children and in conjunction with permitted dwellings;

**Home offices in conjunction with permitted two unit dwellings**

**Home business uses in conjunction with permitted single unit dwellings**

**Bed and breakfast establishments in conjunction with permitted single unit dwellings (CHWEPCBCC-Mar 7/96;E-Mar 31/96)**

Community Uses

Open space uses;

8.2 R-2 ZONE REQUIREMENTS: RESIDENTIAL USES

- (a) **In any R-2 Zone, where two unit dwellings are permitted, no development permit shall be issued except in conformity with the following: (C-Apr 24/95;E-May 20/95)**

Minimum Lot Area: 7,000 square feet, (650.3 m<sup>2</sup>) or 3,500 square feet (325.1 m<sup>2</sup>) per dwelling unit where each dwelling unit of two unit dwelling is located on a separate lot and where central services are available; 20,000 square feet (1858.1 m<sup>2</sup>) where central services are not available

Minimum Frontage: 70 feet (21.3 m), or 35 feet (10.6 m) per unit where each dwelling unit of a two unit dwelling is located on a separate lot and where central services are available; 100 feet (30.5 m) where central services are not available

Minimum Front or Flankage Yard 30 feet (9.1 m)  
Minimum Rear or

- |                                 |   |
|---------------------------------|---|
| Side Yard                       | 10 feet (3.0 m) or 0.0 feet (0.0 m) from the side being common with another dwelling unit |
| Maximum Lot Coverage            | 35 percent  |
| Maximum Height of Main Building | 35 feet (10.7 m)  |
| Minimum Width of Main Building  | 20 feet (6.1 m)   |
- (b) **Where single unit dwellings are permitted in any R-2 Zone, the requirements of Section 6.2 shall apply. (C-Apr 24/95;E-May 20/95)**

8.3 EXEMPTION: EXISTING R-2 ZONED LOTS

- (a) Notwithstanding the requirements of Section 8.2, where uses are permitted as Residential Uses on any developed R-2 zoned lands **and for properties located in Heritage Hills and identified as Class E and F lots on Schedule A-1 (HECC-Oct 1/09;E-Oct 24/09)**, no development permit shall be issued except in conformity with the following:
- |                                 |   |
|---------------------------------|---|
| Minimum Lot Area:               | 6,000 square feet, (557.4 m <sup>2</sup> ) or 3,000 square feet (278.7 m <sup>2</sup> ) per dwelling unit where each dwelling unit of a two unit dwelling is located on a separate lot and where central services are available<br>20,000 square feet (1858.1 m <sup>2</sup> ) where central services are not available |
| Minimum Frontage:               | 60 feet (18.3 m), or 30 feet (9.1 m) per unit where each dwelling unit of a two unit dwelling is located on a separate lot and where central services are available;<br>100 feet (30.5 m) where central services are not available  |
| Minimum Front or Flankage Yard  | 20 feet (6.1 m)   |
| Minimum Rear or Side Yard       | 8 feet (2.4 m) or 0.0 feet (0.0 m) from the side being common with another dwelling unit  |
| Maximum Lot Coverage            | 35 percent  |
| Maximum Height of Main Building | 35 feet (10.7 m)  |
| Minimum Width of Main Building  | 20 feet (6.1 m)   |
- (b) For the purposes of Subsection 8.3(a), "developed R-2 zoned lands" shall include any R-2 (Two Unit Dwelling) zoned lands for which a completed tentative or final plan of subdivision application was submitted in accordance with the requirements

of the Subdivision By-law, prior to the date of the first publication of the notice of the intention to adopt this By-law.

#### 8.4 OTHER REQUIREMENTS: HOME BUSINESS USES

Where home business uses are permitted in any R-2 Zone, the following shall apply:

- (a) Any home business shall be wholly contained within the dwelling which is the principal residence of the business operator.
- (b) No accessory building shall be used for the storage or display of materials, goods, supplies or equipment related to the operation of the business.
- (c) No more than twenty-five (25) per cent of the gross floor area shall be devoted to any business use, and in no case shall any home business use occupy more than three hundred (300) square feet (27.9 m<sup>2</sup>) gross floor area.
- (d) No mechanical equipment shall be used except that which is reasonably consistent with the use of a dwelling and which does not create a nuisance by virtue of noise, vibration, glare, odour or dust or which is obnoxious.
- (e) No outdoor storage or display of materials, goods, supplies, or equipment related to the operation of the business use shall be permitted.
- (f) No more than one (1) sign, which shall be affixed to the main dwelling, shall be permitted for any business and no such sign shall exceed two (2) square feet (0.2 m<sup>2</sup>) in area.
- (g) One additional off-street parking space, other than that required for the dwelling shall be provided for every one hundred and fifty (150) square feet (13.9 m<sup>2</sup>) of floor area devoted to any business.
- (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.
- (i) No retail operation shall be permitted except where retail is accessory to a business use which involves the production of goods or crafts or the provision of a service.

#### 8.4A OTHER REQUIREMENTS: BED AND BREAKFAST ESTABLISHMENTS

Where any bed and breakfast establishments are permitted in any R-2 Zone, the following shall apply:

- (a) Not more than three (3) rooms may be let;
- (b) No window display and not more than one (1) business sign shall be permitted and no such sign shall exceed four (4) square feet (0.4 m<sup>2</sup>) in area; and
- (c) One (1) off-street parking space in addition to that required for the dwelling shall be provided for each room to be let.(CHWEPCBCC-Mar 7/96;E-Mar 31/96)

#### 8.4B OTHER REQUIREMENTS: HOME OFFICES

Where home offices are permitted in any R-2 Zone, the following shall apply:

- (a) Any home office shall be wholly operated within the dwelling which is the principal residence of the operator of the home office;
- (b) No accessory building shall be used for the storage or display of materials,

- goods, supplies or equipment related to the operation of the home office;
- (c) No more than twenty-five (25) percent of the gross floor area shall be devoted to any home office, and in no case shall any home office occupy more than three hundred (300) square feet (27.9 m<sup>2</sup>) of gross floor area;
  - (d) No mechanical equipment shall be permitted;
  - (e) No outdoor storage or display shall be permitted;
  - (f) No more than one (1) sign, which shall be affixed to the main dwelling, shall be permitted for any home office and no such sign shall exceed two (2) square feet (0.2 m<sup>2</sup>) in area;
  - (g) One (1) off-street parking space, other than that required for the dwelling shall be provided;
  - (h) No exterior alterations to the dwelling related to the home office shall be permitted except to meet fire safety, structural safety, or health regulations; and
  - (i) No retailing shall be permitted.(CHWEPCBCC-Mar 7/96;E-Mar 31/96)

#### 8.5 OTHER REQUIREMENTS: EXISTING DAY CARE FACILITIES

Where existing day care facilities are permitted in any R-2 Zone, the following shall apply:

- (a) With the exception of outdoor play space, any day care facility shall be wholly contained within the dwelling, which is the principal residence of the operator of the facility.
- (b) Except for play equipment, no open storage or outdoor display shall be permitted.
- (c) No more than one (1) sign shall be permitted for any facility and no such sign shall exceed two (2) square feet (0.2 m<sup>2</sup>) in area.
- (d) One off-street parking space, other than that required for the dwelling, shall be provided.

#### 8.6 OTHER REQUIREMENTS: HOME CHILD CARE SERVICES

In any R-2 Zone, where uses are permitted as Home Child Care Services, no development permit shall be required.

#### 8.7 R-2 ZONE REQUIREMENTS: COMMUNITY USES

In any R-2 Zone where uses are permitted as Community Uses, no development permit shall be issued except in conformity with the provisions of Part 22.

**Attachment D: Policy Evaluation**

UR-8	Notwithstanding Policy UR-2, it shall be the intention of Council to consider permitting multiple unit dwellings within the Urban Residential Designation which are of a small scale and in keeping with the low density character of the surrounding area, according to the development agreement provisions of the <u>Planning Act</u> . In considering such agreements, Council shall have regard to the following:	
(a)	that the maximum number of dwelling units shall not exceed twelve (12);	Agreement only permits 3 units
(b)	the adequacy of separation distances from low density residential developments;	Building is located 15 feet from residential dwelling on the western side and 27 feet from the residential dwelling on the eastern side
(c)	that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;	Building is compatible with adjacent land uses
(d)	that site design features, including landscaping, amenity areas, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of the residents of the development;	The site shares a driveway access with the neighbouring property on the west and is not landscaped along the shared portion. The portion of the subject property next to the residential unit on the east has a turfed area with two dense spruce trees near the property boundary. This planted area serves to screen the parking area of the subject property from the neighbouring view. Residents of the building can access the driveway without impacting the adjacent developments as it is of adequate width. The rear of the property is undeveloped and can serve as passive recreation area as it is about 50 feet wide and over 190 feet deep beyond the building.
(e)	that municipal central services are available and capable of supporting the development;	Sanitary sewer system can only handle the amount of development permitted under the current zoning which is two units, not three units.

(f)	that appropriate controls are established to address environmental concerns, including stormwater controls based on a report from the appropriate municipal, provincial or federal government authority;	Not applicable
(g)	that the development has direct access to a minor or major collector road as defined on Map 3 - Transportation;	The building has direct access to a major collector, Shore Road, as shown on the Transportation Map.
(h)	the impact on traffic circulation and, in particular, the adequacy of sighting distances and entrances and exits to the site;	The additional unit will not have a significant impact on traffic circulation or access.
(i)	the general maintenance of the development; and	Agreement can require that the property and building be maintained
(j)	the provisions of Policy IM-11.	
IM-11	In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this planning strategy, Council shall have appropriate regard to the following matters:	
(a)	that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;	The proposal is not consistent with the intent of Policy UR-8 due to sanitary sewer capacity of the Eastern Passage Treatment Plant.
(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;	Not applicable
(ii)	the adequacy of sewerage and water services;	Lack of sanitary sewer capacity but there is no concerns with water service capacity.
(iii)	the adequacy or proximity of school, recreation or other community facilities;	No significant impact.



(iv) the adequacy of road networks leading or adjacent to or within the development; and	No significant impact.
(v) the potential for damage to or for destruction of designated historic buildings and sites.	Not Applicable
(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;	Residential dwelling (3 units)
(ii) height, bulk and lot coverage of any proposed building;	The height and bulk of the existing building is in keeping with surrounding buildings; most are stylistically alike. This building covers small percentage of the “deep” narrow lot like other parcels along Shore Road.
(iii) traffic generation, access to and egress from the site, and parking;	This driveway meets the requirements of the streets bylaw for its current and proposed use. No traffic impact statement was required because additional residential unit generates low number of daily trips. Parking required for 4 vehicles in draft agreement.
(iv) open storage;	Not permitted.
(v) signs; and	Not Applicable
(vi) any other relevant matter of planning concern.	None
(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.	The property is already developed and the impact of the proposed change is restricted to the inside of the building and parking area.

<p>(e) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy IC-6”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</p>	<p>Not Applicable</p>
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**Attachment E: Minutes from Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 15991 - 1956 and 1958 SHORE ROAD**

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7:00 p.m.

Monday, May 17, 2010

Eastern Passage / Cow Bay Fire Station

**STAFF IN**

**ATTENDANCE:** Darrell Joudrey, Planner, Planning Applications  
Holly Kent, Planning Technician  
Jennifer Little, Planning Controller

**ALSO IN**

**ATTENDANCE:** Jackie Barkhouse, District 8 Councillor  
Christina Salvatore, Applicant  
Tom Rice, Applicant

**PUBLIC IN**

**ATTENDANCE:** 1

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The meeting commenced at approximately 7:02 p.m.

**1. Opening remarks/Introductions/Purpose of meeting**

Mr. Darrell Joudrey, Planner, Planning Applications, called the meeting to order at approximately 7:02 p.m. in the Eastern Passage / Cow Bay Fire Station, 1807 Caldwell Road, Eastern Passage . He introduced himself as the planner guiding this application through the process and also introduced Councillor Jackie Barkhouse, Holly Kent, Planning Technician, HRM Planning Services and Jennifer Little, Planning Controller, HRM Planning Services.

Mr. Joudrey advised that the application is to enter into a development agreement to allow a third unit in the dwelling located at 1956 and 1958 Shore Road.

Reviewing a slide of the subject property, he explained that the application is to permit a third residential dwelling unit within an existing building by development agreement. The applicant is not proposing any additional square footage to the existing footprint of the building or alterations to the exterior of the building. He explained that the reason this expansion must be considered by development agreement is so that it might be better integrated into the community.

**2. Overview of planning process**

Mr. Joudrey reviewed the application process, noting that the public information meeting is an initial step, whereby HRM reviews and identifies the scope of the application and seeks input from the neighborhood. The application will then be brought forward to Harbour East Community

Council which will hold a public hearing at a later date, prior to making a decision on the proposed development.

Explaining the intent of Policy UR-8 under the Eastern Passage/Cow Bay Municipal Planning Strategy, he clarified that in terms of higher density residential uses, multiple unit dwellings provide an alternative form of housing which contributes to the overall housing mix in the plan area. Given the low density character of residential development within the Urban Residential Designation, multiple unit developments should be small scale which is in keeping with the surrounding area. The number of dwelling units; separation distances; height; bulk; lot coverage; landscaping; capacity of municipal services and any environmental concerns are to be considered by Council.

### **3. Presentation of Proposal**

4.

**Ms. Christina Salvatore, Applicant**, explained that this application is to legalize an already existing unit at this property. She assured that no changes in capacity will be made and added that she has made improvements to the home as well as to the landscaping.

### **4. Questions and Answers**

**Mr. Charles Oakey**, asked for confirmation that there was not going to be an addition to this property and that there will be no change visually.

Mr. Tom Rice, Applicant, confirmed that there will be no change. He briefly explained how the third unit helps them financially and how it will benefit them to have this remain.

Councillor Barkhouse asked if the applicants had any plans on selling the property in the near future.

Ms. Salvatore explained that they have no plans on selling the property in the near future.

Mr. Rice explained that they will sign a waiver saying that they are not to sell the home within a certain length of time.

Mr. Joudrey explained that this can not be regulated through the development agreement and added that this development agreement will stay with the deed and be transferred to the next owners.

Councillor Barkhouse thanked Mr. Oakey for attending and explained that she believes in public process and giving the public the opportunity to fully understand the application and to allow public feedback.

### **5. Closing Comments**

Mr. Joudrey thanked everyone for attending. He encouraged anyone with further questions or comments to contact him.

### **6. Adjournment**

The meeting adjourned at approximately 7:12 p.m.