

**Item No. 10.2**

**Halifax and West Community Council  
October 28, 2013**

**TO:** Chair and Members of Halifax and West Community Council  
Original Signed

**SUBMITTED BY:** Brad Anguish, Director of Community and Recreation Services

**DATE:** September 27, 2013

**SUBJECT:** Case 18191: Development Agreement - 25 Convoy Avenue, Halifax

**ORIGIN**

Application by Donald and Beverly Currie.

**LEGISLATIVE AUTHORITY**

*HRM Charter*; Part VIII, Planning & Development

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as described in Attachment A, to permit a change to a non-conforming use at 25 Convoy Avenue, Halifax, and to schedule a public hearing;
2. Approve the proposed development agreement, as contained in Attachment A;
3. Require that the proposed development agreement be signed and delivered within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end; and
4. Approve, by resolution, the discharging agreement, as provided in Attachment B of this report.

## **BACKGROUND**

The applicant currently has a development agreement (DA) which was registered in January 1989 for a four unit building with an attached non-conforming grocery store and pizza take out at 25 Convoy Avenue in Fairview. The applicant is now seeking to discharge the existing agreement and enter into a new agreement to replace the non-conforming commercial uses with an additional dwelling unit (5 units in total). The applicant is not seeking to extend the building but would achieve the additional unit through internal conversion. Within the terms of the current zoning applied to the property, the maximum number of residential uses that can be considered within this zone is four units. However, Council could consider this application through Policy 3.14 of the Halifax Municipal Planning Strategy (MPS) which enables the consideration of a change to a non-conforming use, provided that the resulting change is less intense than the existing non-conforming use.

## **DISCUSSION**

### **Location, Zoning, Designation and Surrounding Uses:**

The subject property is 696.78 sq. m (7500 sq ft) in size, designated Low Density Residential (LDR) within the Halifax Plan, Fairview Secondary Planning Strategy and zoned Neighbourhood Commercial (RC-1) under the Halifax Mainland Land Use By-law. The development is in a residential neighbourhood with a mix of low to medium densities and is immediately adjacent to a 9 unit dwelling to the west, and a single unit dwelling to the east.

### **Policy**

Policy 3.14 of the Halifax Municipal Planning Strategy allows Council to consider a change to a non-conforming use, provided that the change is less intense than the existing non-conforming use. Commercial businesses attract regular visitors which generate a level of activity in excess of that associated with the comings and goings of a domestic property. Attachment C provides an evaluation of the proposal and development agreement in relation to the applicable policy. In staff's opinion, the proposed change in use is consistent with the applicable policies of the MPS in that the residential use is considered less intensive than the existing commercial uses and would therefore make the property more consistent with the other buildings on the street. The following issues have been highlighted for a more detailed discussion.

### **Buffering**

The proposed development agreement requires that refuse containers be screened from adjacent land owners with opaque fencing and landscaping. This would improve the appearance of the building from the street and limit the impacts of the building on the neighbouring properties.

### **Change in Use**

Staff is of the view that the change in use from commercial to residential is likely to be less intensive thereby reducing the impact of the development on neighbouring properties. Furthermore, the loss of the commercial use will remove the need for signage, loading, commercial garbage pick-up and disposal leading to a reduction in traffic going to and from the building.

### **Parking and Landscaping**

Currently, the right of way is asphalt, which has been used for parking and there is no delineation of the parking lot and HRM's right of way. The development agreement requires the right of way to be reinstated with grass and landscaping, and a new curb to be provided along the street frontage. Trees will be installed in accordance with the requirements of the HRM Municipal Design Guidelines and subject to approval by the HRM Urban Forester, to ensure that they are adequately planted. This would soften the appearance of the building and make it more consistent with other development that exists on Convoy Avenue, while, at the same time, addressing the issue of HRM right of way being used for private parking.

### **FINANCIAL 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.

### **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 April 24, 2013. 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. However, no members of the public attended the meeting and staff did not receive any feedback from members of the public.

A Public Hearing must be held by Halifax and West Community Council before they can consider approval of the development agreement.

Should Halifax and West Community Council decide to proceed with a Public Hearing for this case, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 1 will receive a mailed notification. The HRM website will also be updated to indicate notice of the Public Hearing.

### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all relevant environmental policies contained in the Halifax MPS documents. Please refer to Attachment B of this report for further information.

### **ALTERNATIVES**

1. Council may choose to approve the proposed development agreement and discharging agreement, as contained in Attachment A and B of this report. This is the staff

recommendation. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

2. Council may choose to refuse to approve the development agreement and discharging agreement, and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended for the reasons discussed above. A decision of Council to reject this development agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
3. Council may choose to approve the proposed development agreement and discharging agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing.

### **ATTACHMENTS**

Map 1:	Generalized Future Land Use Map
Map 2:	Zoning and Notification
Attachment A:	Development Agreement
Attachment B:	Discharging Agreement
Attachment C:	Excerpts from the Halifax MPS and Policy Evaluation
Attachment D:	Excerpts from the Halifax LUB

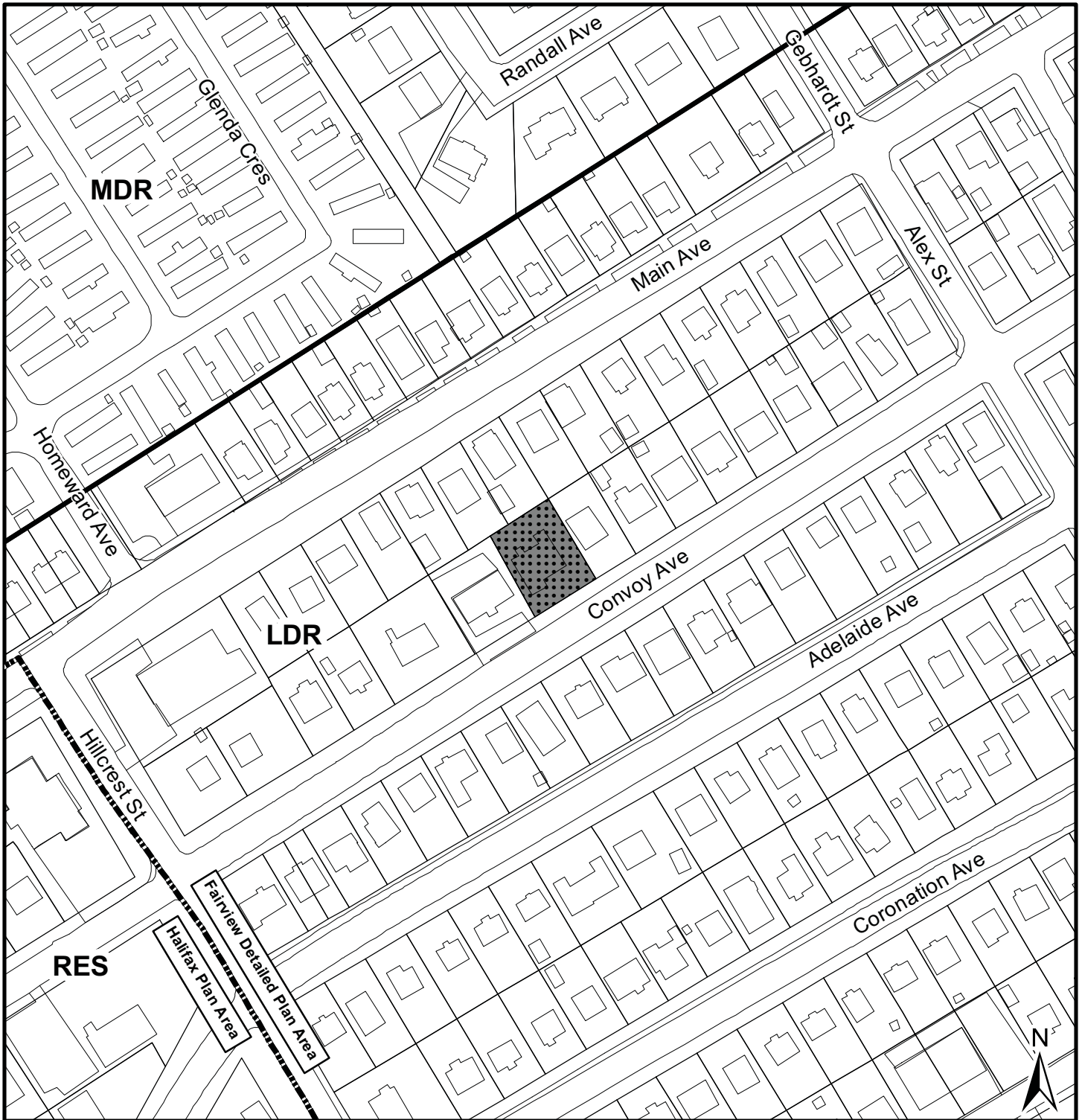
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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Jennifer Chapman, Planner 1, 490-3999  
Original Signed


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

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**Map 1 - Generalized Future Land Use**

25 Convo Avenue  
Halifax

 Area of proposed development agreement

Halifax Plan Area  
Fairview Detailed Plan Area

**Designation - Halifax Plan Area**

RES Residential Environments

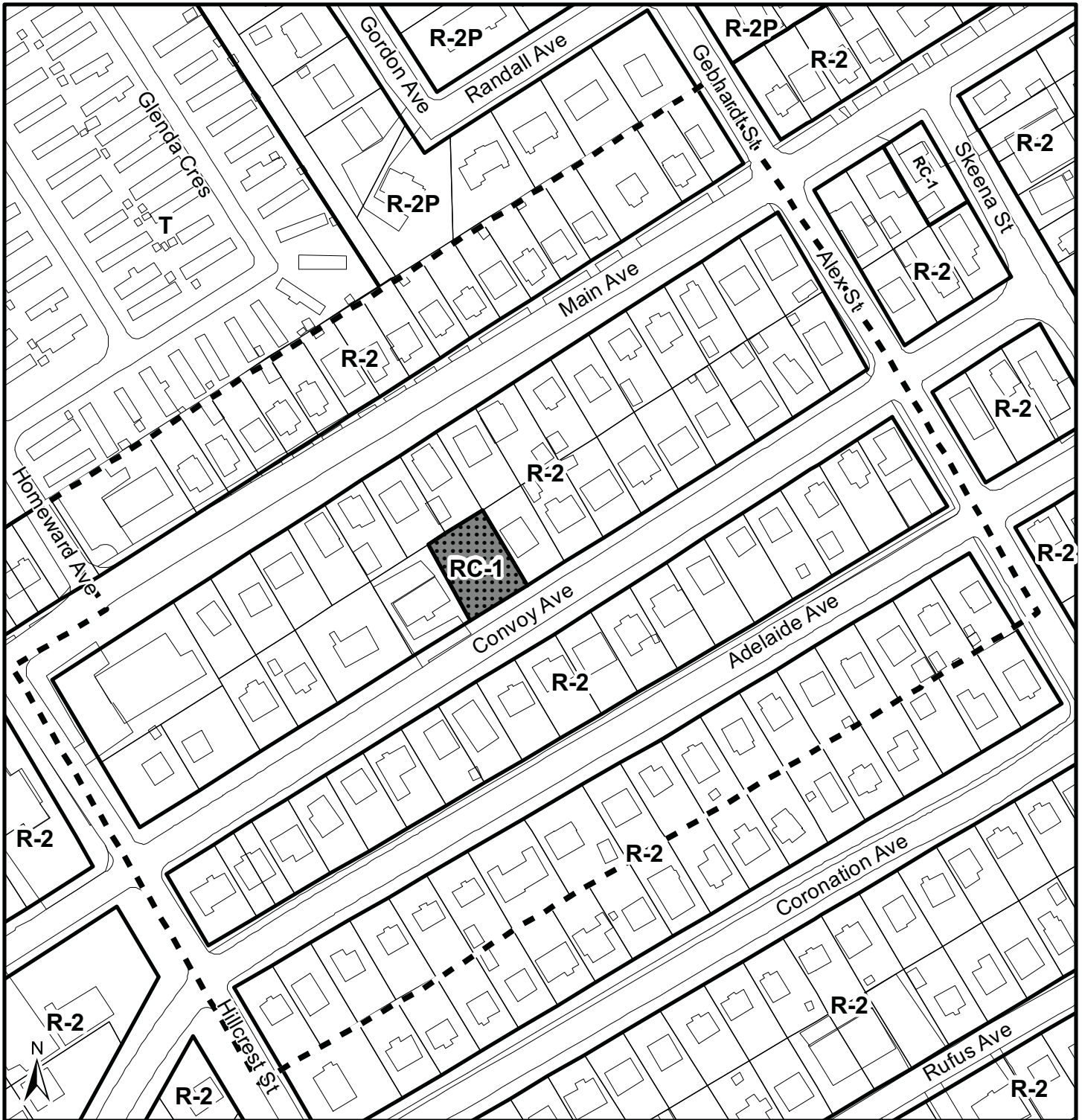
**Designation - Fairview Detailed Plan Area**

LDR Low Density Residential  
MDR Medium Density Residential



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

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



### Map 2 - Zoning and Notification

25 Convo Avenue  
Halifax



Area of Proposed Development Agreement

Area of Notification

Halifax Mainland  
Land Use By-Law Area

**Zone**

- R-2 Two Family Dwelling
- R-2P General Residential
- RC-1 Neighbourhood Commercial
- T Mobile Home Park



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

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

**Attachment A:  
Development Agreement**

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

BETWEEN:

[  
**[Insert Individual's name]**  
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 25 Convoy Avenue, Halifax 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 five unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 3.14 of the Halifax Municipal Planning Strategy and Section 71(5) of the Halifax Mainland Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 18191;

AND WHEREAS the Halifax and West Community Council of the Municipality, at its meeting on [**Insert - Date**], approved the said Agreement to allow five unit residential building on the Lands subject to the registered owner of the Lands described herein entering into this Agreement, and at the same meeting, approved the discharge of the existing Development Agreement as it applies to at 25 Convoy Avenue, Fairview and filed in the Registry of Deeds as Document Number 6130 in Book 4697, at Pages 402-405, said discharge to take effect upon the registration of this Agreement;

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 Halifax Mainland 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.

### **1.4 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 18191.

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

- (a) a 5 unit residential building; or
- (b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Halifax Mainland as amended from time to time.

3.3.2 The Development Officer may permit unenclosed open 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 Halifax Municipal Planning Strategy 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. The parking area shall maintain setbacks from the property lines as shown on the plan.

3.4.2 The parking area shall provide a minimum of 5 parking spaces, in accordance with the Land Use Bylaw.

3.4.3 The parking area shall be hard surfaced or gravelled.

3.4.4 The limits of the parking area shall be defined by fencing, landscaping or curb.

### **3.5 OUTDOOR LIGHTING**

3.5.1 Lighting details shall be submitted and approved by the Development Officer and shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.6 LANDSCAPING**

3.6.1 At the time of issuance of the Occupancy Permit, the public street right-of-way immediately abutting the lands shall be reinstated with landscaping as shown on Schedule A.

3.6.2 The landscaping shall include top soil and sodding.

3.6.3 The trees shown on Schedule A shall be of an approved species as listed in the HRM Municipal Design Guidelines. The trees shall be installed in accordance with the requirements of the HRM Municipal Design Guidelines and subject to approval by the HRM Urban Forester. Any trees dead, dying or diseased within 5 years of planting shall be replaced at the Developer's expense.

3.6.4 Notwithstanding Section 3.6.1, where the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of the Occupancy Permit, and that the Developer supplies a security deposit in the amount of 110 percent of

the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.7 MAINTENANCE**

3.7.1 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, 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.

### **3.8 SCREENING**

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

## **PART 4: STREETS AND MUNICIPAL SERVICE**

- 4.1 A new curb is required along Convoy Avenue, in front of the subject property, as shown on Schedule A, subject to approval by the Development Engineer.
- 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.

## **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) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.4 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.

### **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 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.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of an Occupancy Permit
- 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 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.

#### **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 Halifax Mainland, as may be amended from time to time.

#### **7.5 Discharge of Agreement**

If the Developer fails to complete the development after 3 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.

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

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

**HALIFAX REGIONAL MUNICIPALITY**

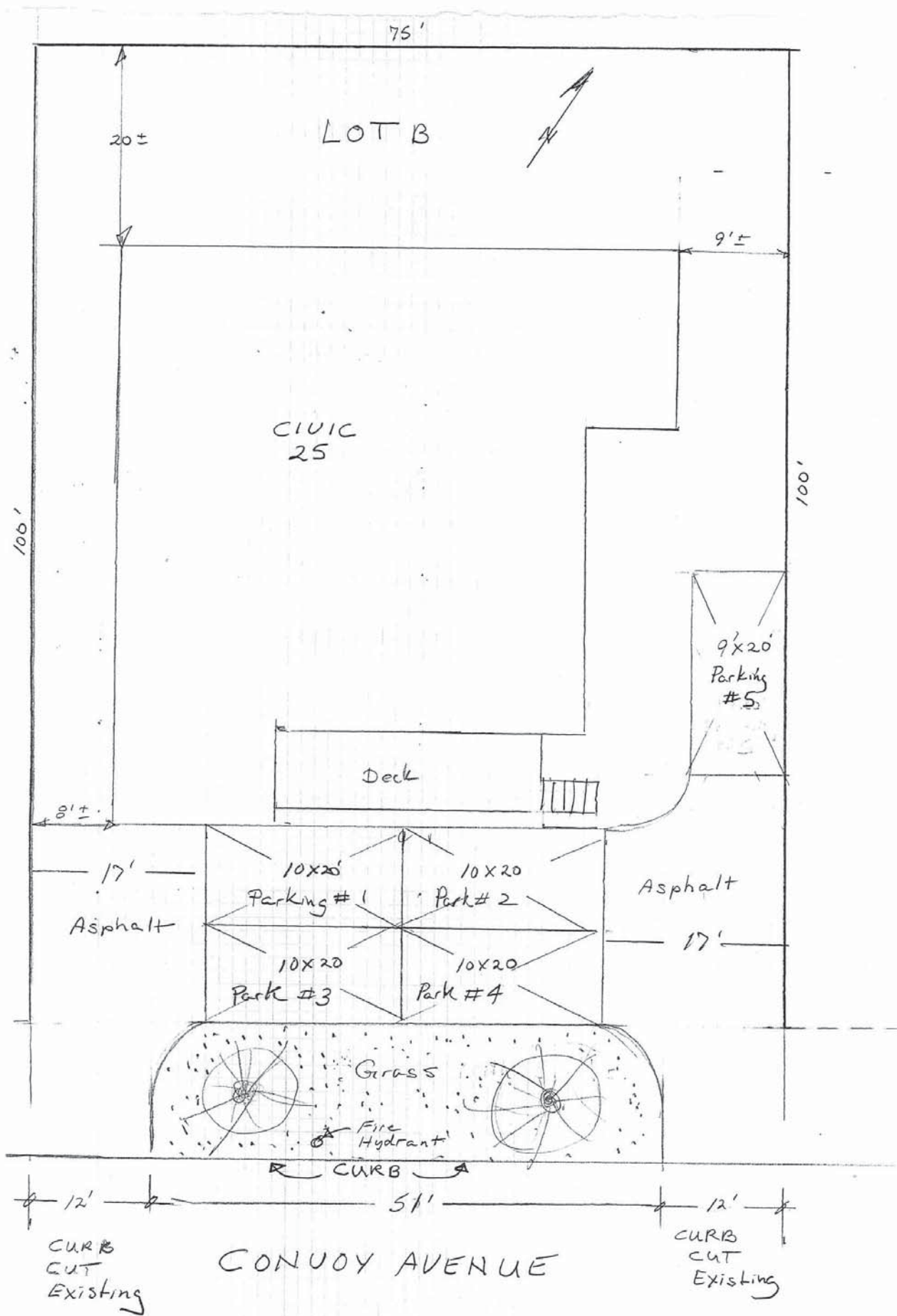
\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

# Schedule B: Site Plan



Scale:  $\frac{3}{32}'' = 12''$



**Attachment B**  
**Proposed Discharging Agreement**

THIS DISCHARGING AGREEMENT made this      day of **[Insert Month]**, 2013,

BETWEEN:

**[Insert Individual's name]**

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 25 Convoy Avenue, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the former Council for the City of Halifax granted approval on November 23, 1988 for a development agreement, which was recorded at Registry of Deeds as Document Number 6130 in Book 4697, at Pages 402-405 (hereinafter called the "Existing Agreement"), to permit the development of a four unit building with a grocery store and pizza take- out on these Lands;

**AND WHEREAS**, the developer has requested that the Existing Agreement be discharged from the Lands;

**AND WHEREAS** the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 18191;

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

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

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

**Attachment C:**  
**Excerpts from the Halifax MPS and Policy Evaluation**

3.14 Council may, by development agreement, permit a non-conforming use to be changed to another less intensive non-conforming use, or permit the structure in which such a use is located to be altered or expanded, provided that:

<b>POLICY</b>	<b>STAFF COMMENT</b>
a) the layout and design of the property shall be complementary to the fabric of the neighbourhood, and this shall be achieved through attention to a variety of factors including, but not limited to, the following, on which Council shall specify conditions to be met in the development agreement:	
i) architectural design;	Existing building reused – no changes to exterior appearance.
ii) the size, location, and landscaping of courts, open spaces, and yards;	Improvements being made to landscaping.
iii) location of primary and secondary entrances to the building; and	Doors located along front.
iv) size, location, and design of fences.	Existing fencing to be retained along one side, other side has shared access to rear of adjacent apartment building and not required.
b) vehicular activity, particularly parking and loading, shall be controlled so as not adversely to affect the neighbourhood in terms of traffic flow and nuisance;	Parking is only for residents. Consistent with surrounding buildings.
c) facilities for parking, loading, vehicular access, outdoor display, and outdoor storage shall be designed to avoid any adverse effects on adjacent properties and to ameliorate existing problems, through attention to factors including but not limited to:	Parking area to be improved with landscaping, new curbing and better vehicle movement through site.
i) location;	Remain in the existing location.
ii) surface treatment;	Surface treatment is asphalt.
iii) storm drainage;	Increased landscaped area should provide improved storm drainage on site.
iv) access from the street; and	Maintain existing accesses.
v) screening, buffering, and landscaping.	Refuse containers to be screened from adjacent residences. Landscaping improvements to be done along street frontage.

<p>d) except where specific benefits to the neighbourhood can be demonstrated, all additions to a building, all off-street parking and loading areas, and all outdoor display and storage areas shall be set back from the street line by the more restrictive of:</p> <p>i) the minimum setback of the existing building; or</p> <p>ii) the mean setback of the buildings on the adjacent properties on either side; or</p> <p>iii) the minimum setback specified for the zone in which the use is located.</p>	<p>No additions or building is proposed. The building is going from a mixed use commercial/residential building to a residential building, so loading would be eliminated. The applicant is proposing improvements to the existing parking area, that will improve the current parking situation, but the parking will remain in the same location as the commercial use.</p>
<p>e) except where specific benefits to the neighbourhood can be demonstrated, additions to the structures on the property shall not:</p> <p>i) further encroach upon the minimum side and rear yards stipulated for the zone in which the property is located; or</p> <p>ii) result in the total lot coverage or building height exceeding the maximum stipulated for the zone in which the property is located;</p>	<p>No additions proposed.</p>
<p>f) any outdoor lighting or sign illumination shall be directed away from, or screened from, adjacent residential properties;</p>	<p>Proposal is to remove commercial use from the property—this will eliminate any need for signage.</p> <p>All lighting to be directed away from adjacent properties.</p>
<p>g) no bulk refuse containers shall be visible from the street or from the immediate neighbourhood;</p>	<p>No bulk refuse containers provided. Refuse area to be screened.</p>
<p>h) no additional lot area shall be used for outdoor storage, and measures shall be taken to screen any outdoor storage areas from the street and immediate neighbourhood;</p>	<p>None provided.</p>
<p>i) with regard to on-site advertising for commercial or industrial uses:</p>	
<p>i) where the property is located in a residential zone, no additional advertising surface area or illuminated signage shall be added; and</p>	<p>None proposed.</p>
<p>ii) in all other cases, such advertising shall not exceed the limits prescribed for the zone in which the property is located.</p>	<p>Not applicable.</p>

<p>j) in the case of commercial and industrial operations in residential zones, the following additional considerations shall also apply:</p> <ul style="list-style-type: none"><li>i) there shall be a demonstrable improvement to the neighbourhood;</li><li>ii) existing conditions resulting in noise, dust, vibration, odour, and emissions shall be required to be ameliorated where these cause a nuisance or hazard; and</li><li>iii) operating hours shall be restricted to prevent nuisance.</li></ul>	Not applicable—residential use proposed.
<p>k) No subdivision of the lot shall have occurred subsequent to the time of the adoption of this section.</p>	No subdivision proposed.