



P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 10.1.3**  
**Halifax and West Community Council**  
**November 25, 2014**

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

Original Signed

**SUBMITTED BY:**

\_\_\_\_\_  
Bob Bjerke, Director, Planning and Development

**DATE:**

November 10, 2014

**SUBJECT:**

**Case 19238: Development Agreement, 2631A&B-2639 Fuller Terrace,  
Halifax**

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**ORIGIN**

Application by Peter McInroy on behalf of Lucas Dambergs

**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 contained in Attachment A of this report, to permit the conversion of an existing non-conforming commercial space into a residential unit at 2631A&B-2639 Fuller Terrace, Halifax, and schedule a public hearing;
2. Approve the proposed Development Agreement, included as Attachment A of this report; and
3. Require the Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

An application has been submitted by Peter McInroy, on behalf of Lucas Dambergs, the property owner, to convert an existing non-conforming commercial space into a residential unit at 2631A&B-2639 Fuller Terrace, Halifax. As the proposal is not permitted through the existing zoning on the property, the applicant has requested that the proposed conversion be considered by development agreement.

### **Location, Surrounding Area, Designation and Zoning**

The subject property:

- is located on Fuller Terrace in the North End area of Halifax;
- has a lot area of 6,402 square feet (twice the size of most lots in the area) and 66 feet of frontage on Fuller Terrace;
- has three parking spaces in rear yard, accessed via a private easement over the driveway at 2636 Northwood Terrace;
- is surrounded by two unit dwellings, with some three and four unit dwellings in the neighbourhood;
- is designated Medium Density Residential under Area 5 of the Peninsula North Secondary Plan of the Halifax Municipal Planning Strategy; and
- is zoned R-2 (General Residential) Zone under the Halifax Peninsula Land Use By-Law.

### **Non-Conforming Use and Enabling Policy**

Although the R-2 Zone does not permit commercial uses, the subject property was developed with a grocery store as far back as 1959, prior to the application of the R-2 Zone on the property. As a result, the non-conforming use of the existing building is 4 apartment units and 1 commercial use. As a non-conforming use, a commercial business is permitted to continue, provided that the use is not discontinued for a period of longer than six continuous months. At the time this application was made, the property's non-conforming status would allow a commercial use to be reinstated.

Generally, a non-conforming use may not be changed to another use that is not permitted within the zone in which the property is located. However, Implementation Policy 3.14 of the MPS for Halifax allows Council to permit, by development agreement, a use that is not permitted in the existing zone, as long as the use can be considered less intensive than the non-conforming use (see Attachment B).

### **Proposal**

The applicant is requesting a development agreement to allow the existing commercial space on the subject property to be converted to a residential unit, for a total of 5 residential units on the property, without changes to the footprint or external dimensions of the existing building. The owner recently purchased the property and established a residential unit in the former commercial space without the necessary approvals. The current zoning only permits up to four residential units, thus prohibiting a fifth residential unit. HRM notified the applicant of the compliance issue and in response, the applicant is no longer using the fifth dwelling unit while this planning application is being considered. Therefore, no further land use compliance action has been undertaken against the property owner at this time.

## **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and has determined that the proposed development is consistent with the MPS, particularly Implementation Policy 3.14. HRM Building Officials have reviewed the proposed plans and indicated that at the building permit stage, the building and the proposed unit will require detailed review and may need upgrades to meet current building code standards. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies. The following issues are highlighted for detailed discussion:

## **Residential Use**

Residential uses are typically considered less intensive than commercial uses, as commercial uses generate a higher frequency of visits to the property, and may have impacts from increased traffic, commercial signage, and garbage. The proposed fifth unit is in keeping with the residential character of the neighbourhood.

To ensure compatibility with the neighbourhood, the proposed development will be generally consistent with the intent of the Peninsula North Secondary Plan, which allows internal conversions of existing buildings provided that there is no increase in the height or volume of the building. Under the present zoning, existing buildings in this area may be converted to up to 4 residential units, provided that there is no increase in the height or volume of the building and at least one of the units in the converted building contains two or more bedrooms.

Although this proposal would allow one additional residential unit than what would be permitted under the existing zoning, staff advise that five residential units are appropriate given the size of the site and the existing building. As additional parking is not required for an internal conversion for residential units in the Peninsula North area and the area is well-served by public transit, only the existing three parking spaces are required under the proposed development agreement. The portion of the rear yard not used for parking shall be maintained as landscaped open space.

## **Districts 7 & 8 Planning Advisory Committee**

The proposal was reviewed by the Districts 7 & 8 Planning Advisory Committee (PAC) on September 22, 2014. A report from the PAC will be submitted to Community Council under separate cover.

The Committee had no recommendations for inclusion within the proposed development agreement.

## **FINANCIAL IMPLICATIONS**

There are no financial implications. The property owner 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 information sharing, achieved through notices posted on the HRM website, and mailed to property owners and residents within the notification area as shown on Map 2. In consultation with the area Councillor, it was determined that a Public Information Meeting would not be held given the scale of the development and nature of the request. Four written comments were received from area residents, which can be found in Attachment C.

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 on this application, in addition to the published newspaper advertisements, property owners within the notification area will continue to be notified as shown on Map 2. The HRM website will also be updated to indicate notice of the public hearing.

## **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all applicable environmental policies contained in the Halifax MPS. No additional items have been identified.

### **ALTERNATIVES**

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

### **ATTACHMENTS**

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Attachment A	Proposed Development Agreement
Attachment B	Review of Relevant Policies from Halifax Municipal Planning Strategy
Attachment C	Public Comments

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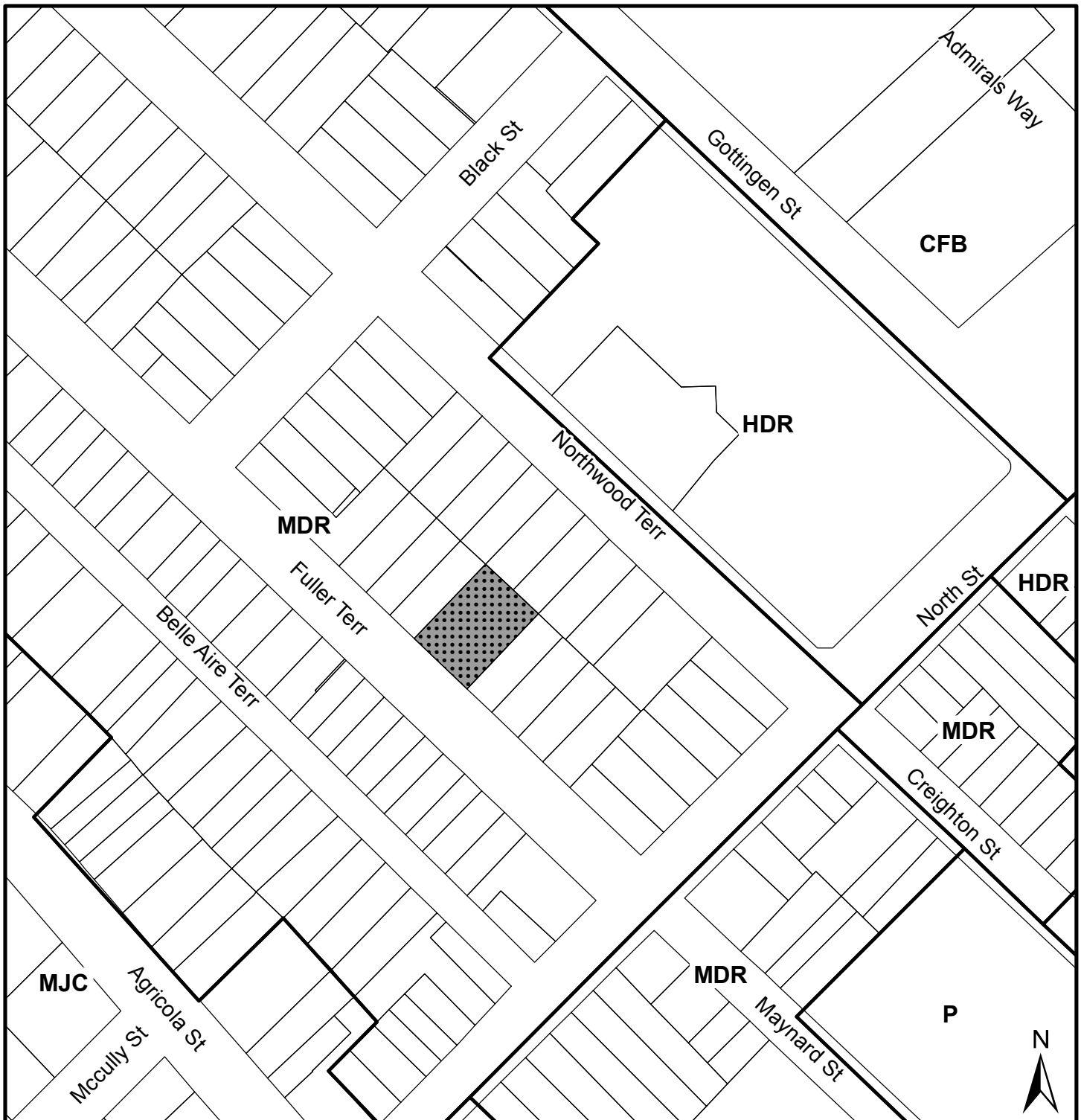
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Leah Perrin, Planning Intern, 902-490-4398

Original Signed

Report Approved by: Kelly Denty, Manager of Development Approvals, 902-490-4800

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## Map 1 - Generalized Future Land Use

**HALIFAX**

2631A&B-2639 Fuller Terrace  
Halifax



Area of proposed  
development agreement

### Designation

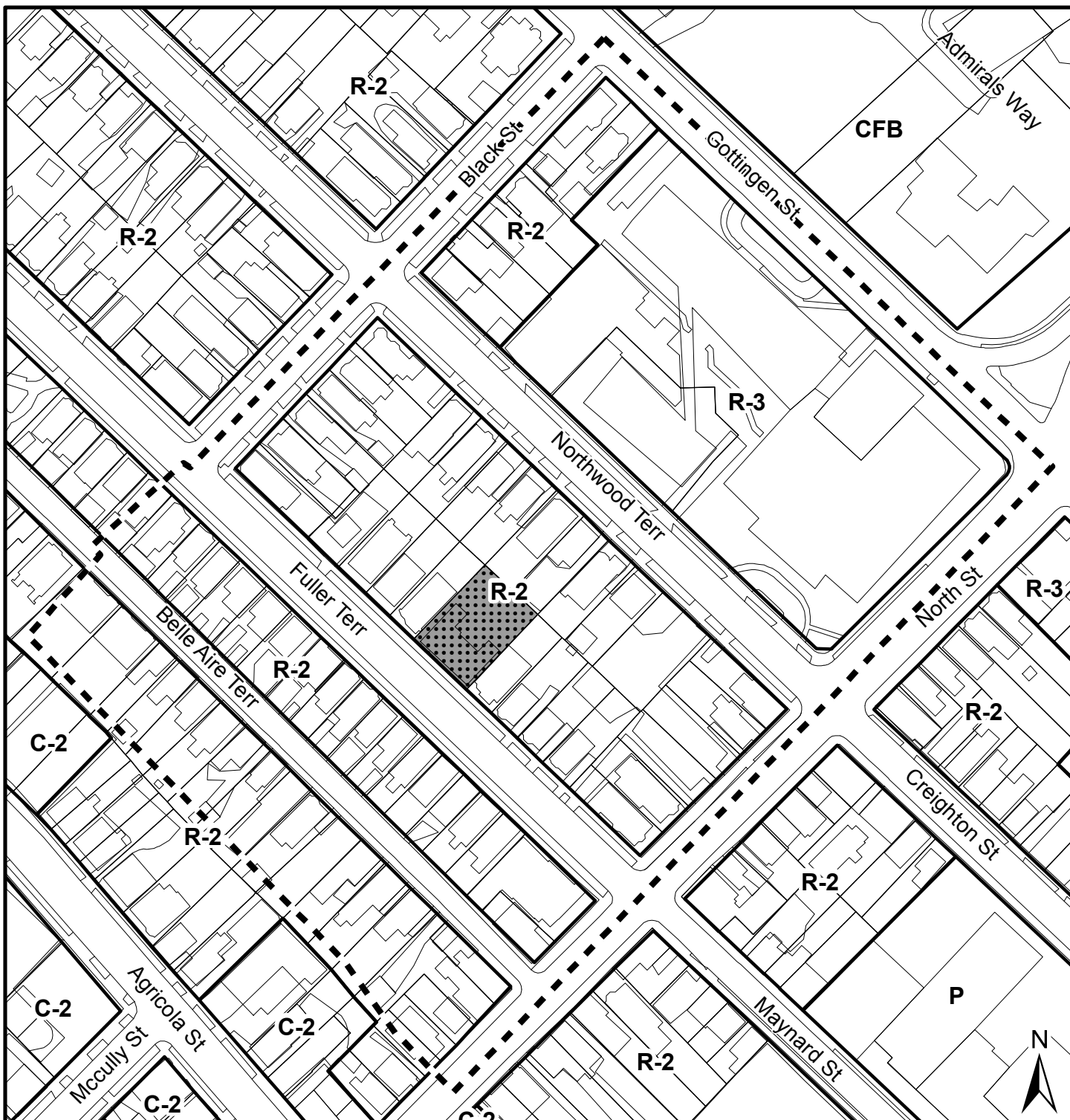
MDR Medium Density Residential  
HDR High Density Residential  
MJC Major Commercial  
CFB Canadian Forces Base  
P Park and Institutional



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


The accuracy of any representation on  
this plan is not guaranteed.


Halifax Plan Area  
Peninsula North Secondary Plan Area



## Map 2 - Zoning and Notification

2631A&B-2639 Fuller Terrace  
Halifax

 Area of proposed development agreement

 Area of notification

Halifax Peninsula  
Land Use By-Law Area

### Zone

R-2 General Residential  
R-3 Multiple Dwelling  
C-2 General Commercial  
P Park and Institutional  
CFB Canadian Forces Base



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

The accuracy of any representation on this plan is not guaranteed.

**ATTACHMENT A**  
**PROPOSED DEVELOPMENT AGREEMENT**

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

BETWEEN:

**[DEVELOPER]**

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 2631A&B, 2635-2639 Fuller Terrace, 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 the conversion of an existing commercial space into a residential dwelling unit 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 99(4) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on \_\_\_\_\_, referenced as Municipal Case Number 19238;

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 Halifax Peninsula 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.

### **2.2 Definitions Specific to this Agreement**

The following words used in this Agreement shall be defined as follows:

*Building* means the building on the Lands as shown on Schedule B.

## **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 19238:

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) five (5) residential dwelling units.

### **3.4 Building Requirements**

3.4.1 The Building's footprint shall comply with the Building footprint as shown on Schedule B.

3.4.2 The Building in existence on **[insert date of Community Council approval]** may not be expanded or altered to increase the height or volume of the Building.

### **3.5 Parking, Access, Open Space**

3.5.1 The parking area shall be sited as shown on Schedule B.

3.5.2 The parking area shall provide a minimum of three parking spaces.

3.5.3 The parking area shall be hard surfaced or graveled.

3.5.4. It is the responsibility of the Developer to obtain all required rights-of-way over the properties as shown on Schedule B.

3.5.5. The area of the rear yard not used for vehicle or bicycle parking must be maintained as landscaped open space.

### **3.6 Subdivision**

3.6.1 No subdivision of the Lands shall be permitted.

### **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.

## **PART 4: AMENDMENTS**

### **4.1 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 construction as identified in Section 5.3 of this Agreement;
- (c) The length of time for the completion of the development as identified in Section 5.4 of this Agreement;

### **4.2 Substantive Amendments**

Amendments to any matters not identified under Section 4.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **5.1 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.

### **5.2 Subsequent Owners**

- 5.2.1 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.
- 5.2.2 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).

### **5.3 Commencement of Development**

- 5.3.1 In the event that development on the Lands has not commenced within one (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.
- 5.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Construction Permit.

- 5.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 4.1, 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.

#### **5.4 Completion of Development**

- 5.4.1 Upon the completion of the whole 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 Peninsula, as may be amended from time to time.

- 5.4.2 For the purpose of this section, completion of the whole development shall mean the issuance of an Occupancy Permit.

#### **5.5 Discharge of Agreement**

- 5.5.1 If the Developer fails to complete the development after two (2) 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 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **6.1 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.

### **6.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (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.

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

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

**MAYOR**

\_\_\_\_\_  
Witness

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

**MUNICIPAL CLERK**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

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A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

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A Commissioner of the Supreme Court  
of Nova Scotia





**Attachment B**  
**Review of Relevant Policies**

- 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:

Policy Criteria	Staff Comments
<p>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:</p> <p>i) architectural design;</p> <p>ii) the size, location, and landscaping of courts, open spaces, and yards;</p> <p>iii) location of primary and secondary entrances to the building; and</p> <p>iv) size, location, and design of fences.</p>	<p>a) The applicant has proposed no changes to the exterior dimensions of the building. The existing building is of a size and scale consistent with the neighbourhood.</p> <p>i) No architectural changes are proposed. Under the proposed development agreement, no increase in the height or volume of the building will be permitted.</p> <p>ii) As no changes to the building footprint are proposed nor will be permitted under the proposed development agreement, no changes to the size or location of yards will occur. Under the proposed development agreement, the portion of the rear yard not used for parking shall be maintained as landscaped open space.</p> <p>iii) The primary entrances for each unit will continue to be from Fuller Terrace. Secondary entrances from the rear yard are required in accordance with Building Code requirements.</p> <p>iv) No fences are proposed or required as part of the development agreement.</p>
<p>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;</p>	<p>b) There are three existing parking spaces in the rear yard accessed via an easement over the property at 2636 Northwood Terrace. The private easement agreement between property owners is not proposed to change.</p>
<p>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:</p> <p>i) location;</p> <p>ii) surface treatment;</p> <p>iii) storm drainage;</p> <p>iv) access from the street; and</p>	<p>No activities not normally associated with a residential property will be permitted.</p>

v)	screening, buffering, and landscaping.	
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: <ul style="list-style-type: none"> <li>i) the minimum setback of the existing building; or</li> <li>ii) the mean setback of the buildings on the adjacent properties on either side; or</li> <li>iii) the minimum setback specified for the zone in which the use is located.</li> </ul>	d) No additions to the building are proposed or will be permitted under the proposed development agreement.
e)	except where specific benefits to the neighbourhood can be demonstrated, additions to the structures on the property shall not: <ul style="list-style-type: none"> <li>i) further encroach upon the minimum side and rear yards stipulated for the zone in which the property is located; or</li> <li>ii) result in the total lot coverage or building height exceeding the maximum stipulated for the zone in which the property is located;</li> </ul>	<ul style="list-style-type: none"> <li>i) No additions to the building are proposed or will be permitted under the proposed development agreement.</li> <li>ii) The existing building height meets the 35 foot requirement of the Land Use Bylaw. The existing lot coverage is non-conforming; however, under the proposed development agreement, no additions shall be permitted to the existing building.</li> </ul>
f)	any outdoor lighting or sign illumination shall be directed away from, or screened from, adjacent residential properties;	No activities not normally associated with a residential property will be permitted.
g)	no bulk refuse containers shall be visible from the street or from the immediate neighbourhood;	No activities not normally associated with a residential property will be permitted.
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;	No activities not normally associated with a residential property will be permitted.
i)	with regard to on-site advertising for commercial or industrial uses: <ul style="list-style-type: none"> <li>i) where the property is located in a residential zone, no additional advertising surface area or illuminated signage shall be added; and</li> <li>ii) in all other cases, such advertising shall not exceed the limits prescribed for the zone in which the property is located.</li> </ul>	No activities not normally associated with a residential property will be permitted.
j)	in the case of commercial and industrial operations in residential zones, the following additional considerations shall	No activities not normally associated with a residential property will be permitted.

<p>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>	
<p>k) No subdivision of the lot shall have occurred subsequent to the time of the adoption of this section.</p>	<p>No subdivision has occurred which would permit additional development.</p>

**Perrin, Leah**

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**From:** Dan Boyd  
**Sent:** August-12-14 10:23 AM  
**To:** Perrin, Leah  
**Subject:** Case 19238

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Resident of  
100% in favor of the application by Peter McInroy.

Regards,

Dan Boyd  
President, Quality Urban Enterprises Inc. | Big Box Canada Inc. | The Marks Brothers Corporation Ltd.  
Franchisee, Pizza Delight & East Side Mario's Restaurants  
Franchisor, Massage Experts Franchising Limited



## **Perrin, Leah**

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**From:** Jason Gavras  
**Sent:** August-13-14 11:56 AM  
**To:** Perrin, Leah; Agar, Miles  
**Subject:** case # 19238/Lucas Dambergs

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Ms Perrin/Mr Agar-

By this email I am registering my complete support for this application. I live at \_\_\_\_\_ and Mr Dambergs has done an excellent job on the subject property and he has had a very positive effect on the neighbourhood.

Kind Regards,

Jason

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Jason P. Gavras  
Gavras & Associates  
Barristers and Solicitors

**Perrin, Leah**

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**From:** David Roback  
**Sent:** August-13-14 10:05 PM  
**To:** Perrin, Leah  
**Subject:** Case 19238

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hello Ms Perrin,

First of all, allow me to express my appreciation - not without a small dollop of surprise - for your notification about the process around review of this application. Is the city now more attentive to process compliance, since being cited by the court after the St. Pat's Junior High School affair?

Now, in relation to this application. We purchased our property on \_\_\_\_\_ in 1981. At that time, there was a suggestion that a convenience store had been in existence in the row building on the east side of the street, but not for some years. There were plate glass windows, but the room behind them was unoccupied and looked like it had been in that state for a long while. You may be getting historical accounts from residents of longer standing than me, perhaps from Tom Creighton, who led the community initiative to down-zone the block to R2 at that time. That campaign was in response to Northwood Corporation's proposal to level the block between Fuller and Northwood Terraces, from North St. to Black Street, in order to construct underground parking, with a nice park on the surface. In order to keep this message from getting too long, I will omit the numerous exclamation marks the previous sentence calls for. I need hardly add that the Bloomfield neighbourhood is an acknowledged jewel in the North end of Halifax, thanks in no small measure to the R2 zoning.

How does this relate to the Dambergs application? As I understand it, the city is being asked to consider approving a use which has been in place for something like 30 years, and which is consistent with the R2 zoning, established after pressure from residents to prevent the destruction of a block of excellent housing stock in a wonderfully vibrant neighbourhood.

My retelling of the zoning history is consistent with what you have provided us, but I think it is useful to be aware of the substance of that history.

My response to the Dambergs application is - yes, of course.

Regards,  
David Roback

## Perrin, Leah

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**From:** joanne coffey  
**Sent:** August-16-14 11:49 AM  
**To:** Perrin, Leah  
**Cc:** Agar, Miles  
**Subject:** Case 19238

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Leah, my name is Joanne Coffey and I live at . I have lived on since 1979 and have witnessed many changes to the north end of Halifax. The changes made to 2631 A&B-2639 Fuller Terrace are beautiful. These units preserve the unique look of old architectural designs found in this part of HRM. The modest design of this project fits in well with my neighbourhood.

I think this proposal is an excellent idea to help provide more housing in the North end of Halifax. I understand that the one unit that was commercial space is to be converted into residential space - what a great idea. So many people want to live in the north end of Halifax near HRM bus routes and near the traditional HRM downtown area.

I am a PWD and do wish this lovely proposal on Fuller Terrace included WC access to some of the units. However, I understand because of the size of this project, that building code regulations do not mandate that this proposal include full accessible unit(s). Still, with minor adaptations such as flop-down ramps, I can envision that the units in this proposal could be easily made WC accessible. This potential is attractive.

Joanne Coffey