



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

10.1.1

Peninsula Community Council
September 8, 2008

TO: Peninsula Community Council

SUBMITTED BY:

A handwritten signature in dark ink, appearing to read "Denise Schofield", written over a horizontal line.

Denise Schofield, Acting Director of Community Development

DATE: August 14, 2008

SUBJECT: **Case 01132: Development Agreement, 2889 / 2891 Oxford Street,
Halifax**

ORIGIN

Application by Natalie Corbett Sampson to permit a change to a non-conforming use at 2889 / 2891 Oxford Street, Halifax.

RECOMMENDATION

It is recommended that Peninsula Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as described in Attachment "B", to permit a change to a non-conforming use at 2889 / 2891 Oxford Street, Halifax, and to schedule a public hearing.
2. Approve the proposed development agreement, as contained in Attachment "B."
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.

BACKGROUND

Paul Mailhot owns 2889 / 2891 Oxford Street, which is comprised of a building with a ground floor commercial space and a second storey dwelling unit (Map 1). The commercial space has traditionally been used for retail uses, including a grocery store and a tack shop. It is currently occupied by a company called PreText that, “produces books of all kinds, specializing in mathematical, engineering, and science textbooks, and technical manuals.”¹ There is a retail component to this business.

The retail business is a “non-conforming use”; a use that is not permitted in the zone that applies to the property, which in this case is the R-2 Zone. With this, although any type of retail use is allowed with this “non-conforming” status, a change to a different type of commercial activity is prohibited.

Natalie Corbett Sampson wants to establish a speech pathology clinic within the commercial space. While this is still a commercial activity, it is a change from a retail use to an office use. The Halifax Municipal Planning Strategy enables changes in non-conforming use classifications to be considered by development agreement. Ms. Sampson has submitted such an application, which will allow her clinic and other future office uses to be established.

DISCUSSION

Enabling Municipal Planning Strategy

Council is to consider this proposal with regard to the Municipal Planning Strategy as set out in policy 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, . . .”

This policy has criteria that are to be reviewed in evaluating a change in use, which are mainly concerned with mitigating impact upon neighbouring properties and ensuring that a new use is less-intensive than the current use (Attachment “A”, Review of Applicable Municipal Planning Strategy Policies).

¹PreTeX website: <http://www.pretext.com/>

Analysis

Staff find that the change in use classification from retail to office will lessen the intensity of activity on the property and its impact upon surrounding residential uses. From the review of the proposal against the criteria found in policy 3.14, there are matters that warrant attention as follows:

Intensity of Use and Compatibility

It is expected that the speech pathology clinic and other office-related uses that may replace it in the future will generate a regular number of clients throughout the day. However, the volume is envisioned as being much less than what would typically occur with the retail uses that are currently permitted. Furthermore, office uses are generally viewed as being more compatible with residential environments than many retail uses. The building has been renovated in the past so that it has the appearance of a house and therefore is well suited to its residential surroundings.

Parking

There is an existing parking area in the rear yard that can accommodate approximately four cars. No alteration to this arrangement is viewed as necessary with the change in use. With regard to visiting clients, there is parking available upon the streets surrounding the property and it is not expected that an office use will generate such a substantial number of vehicles as to be an issue within the neighbourhood area.

Signs

At this time there is only a small sign placed in the front window of the building that identifies the PreTeX business. Traditionally however, there have been larger signs on the building. HRM's permit records indicate that the last sign approved for the property was 3 feet by 6 feet in size. The development agreement allows for two signs of this size to be erected, one facing each of the two streets that abut the property. This sign size is relatively consistent with what is found upon nearby commercial buildings.

Public Meeting / Area of Notification

A public information meeting for this application was held on April 17, 2008 (Minutes - Attachment "C"), at which no substantial issues were raised. Should Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 1 will be sent written notification.

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 this 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, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

1. Council may approve the entire development agreement. This is the staff recommendation.
2. Council may choose to alter the terms of the development agreement. This may necessitate further negotiations with the applicant and may require an additional public hearing.
3. Council may refuse the entire development agreement. Pursuant to Section 230(6) of the Municipal Government Act, Council must provide reasons for this refusal, based on the policies of the MPS. This alternative is not recommended, based on Staff's finding that the proposed development agreement is consistent with policies of the MPS.

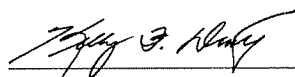
ATTACHMENTS

Map 1	Location, Zoning, and Area of Notification
Attachment "A"	Review of Applicable Municipal Planning Strategy Policies
Attachment "B"	Proposed Development Agreement
Attachment "C"	Public Information Meeting Minutes

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

Report Prepared by: Richard Harvey, Senior Planner, 490-5637

Report Approved by:



Kelly Denty, Acting Manager, Planning Services, 490-6011



Attachment "A" - Review of Relevant Municipal Planning Strategy Policy	
Policy	Comment
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:	
<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> <ul style="list-style-type: none"> i) architectural design; ii) the size, location, and landscaping of courts, open spaces, and yards; iii) location of primary and secondary entrances to the building; and iv) size, location, and design of fences. 	<p>Since the time in which the building was used for more intensive commercial land uses, it has gradually been renovated so that it now largely has the appearance of a house. There is little to distinguish both the building and the lands from their surroundings. Therefore, there are no special requirements in the proposed development agreement to limit modifications to the building or grounds relating to its appearance. However, there are conditions that limit any expansion of the commercial space and the gross floor area of the building, without an amendment to 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>Parking is to be limited to the existing parking area, which can accommodate approximately four vehicles. On-street parking will largely be used for clients of the commercial use, which is not viewed as an issue given availability of parking spaces on surrounding streets.</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> <ul style="list-style-type: none"> i) location; 	<ul style="list-style-type: none"> • The location of the parking area is limited to the existing parking area. • No outdoor storage or display is permitted. <p>Conditions over other matters were not viewed as relevant to this proposal.</p>

<ul style="list-style-type: none">ii) surface treatment;iii) storm drainage;iv) access from the street; andv) screening, buffering, and landscaping.	
<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> <ul style="list-style-type: none">i) the minimum setback of the existing building; orii) the mean setback of the buildings on the adjacent properties on either side; oriii) the minimum setback specified for the zone in which the use is located.	<p>There is no change to the lands that is required to accommodate the proposal and the existing parking arrangement is seen as being suitable without additional specifications.</p>
<p>e) except where specific benefits to the neighbourhood can be demonstrated, additions to the structures on the property shall not:</p> <ul style="list-style-type: none">i) further encroach upon the minimum side and rear yards stipulated for the zone in which the property is located; orii) result in the total lot coverage or building height exceeding the maximum stipulated for the zone in which the property is located;	<p>No additions to the building are permitted without an amendment to the proposed development agreement.</p>
<p>f) any outdoor lighting or sign illumination shall be directed away from, or screened from, adjacent residential properties;</p>	<p>The proposed development agreement stipulates that lighting is to be directed away from abutting properties and that a sign associated with the commercial use is not to be back-lit.</p>
<p>g) no bulk refuse containers shall be visible from the street or from the immediate</p>	<p>This is controlled in the proposed development agreement through a</p>

neighbourhood;	requirement that refuse containers be located in the rear yard and screened from abutting properties and the street.
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 outdoor storage is permitted and the proposed development agreement stipulates that any refuse containers are to be located within the rear yard and screened from abutting properties and streets.
i) with regard to on-site advertising for commercial or industrial uses: i) where the property is located in a residential zone, no additional advertising surface area or illuminated signage shall be added; and ii) in all other cases, such advertising shall not exceed the limits prescribed for the zone in which the property is located.	The proposed development agreement allows two signs to be affixed to the face of the building, each with a maximum area of 18 square feet.
j) in the case of commercial and industrial operations in residential zones, the following additional considerations shall also apply: i) there shall be a demonstrable improvement to the neighbourhood; 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 iii) operating hours shall be restricted to prevent nuisance.	The change in commercial use from retail to office use is viewed as being an improvement with regard to neighbourhood compatibility. Given the office use that will be established, no special controls over matters such as hours of operation are thought to be necessary.
k) No subdivision of the lot shall have occurred subsequent to the time of the adoption of this section.	No subdivision has occurred.

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

Applicability of Agreement

- 1.1 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.

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

- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law for Halifax Peninsula and the Subdivision By-law, as may be amended from time to time.

Applicability of Other By-laws, Statutes and Regulations

- 1.3 Further to clause 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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.4 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 HRM 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.

Conflict

- 1.5 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.
- 1.6 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.

Costs, Expenses, Liabilities and Obligations

- 1.7 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 regulations, by-laws or codes applicable to any lands.

Provisions Severable

- 1.8 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 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law. For the purposes of this Agreement, the following definitions apply:

- (a) *Office use* means the use of the ground floor of the building for clerical or professional activities and includes a health care related office.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

Subdivision of the Lands

- 3.1 No subdivision of the Lands shall be permitted.

Schedules

- 3.2 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this agreement, filed in the Halifax Regional Municipality as Case Number 01133, and identified as follows:

Schedule "A" - Legal Description of the Lands
Schedule "B" - Site Plan

- 3.3 Where the written text of this Agreement conflicts with information provided in the attached Schedules, the written text of this Agreement shall prevail.

Requirements Prior to Approval

- 3.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for the office use 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.

Permitted Land Uses

- 3.5 The following uses shall be permitted upon the Lands:
- (a) A single dwelling unit; and
 - (b) An office.

Dwelling Unit

- 3.6 Except for entryways, the dwelling unit shall be located exclusively upon the second floor of the building.

Office Use: Location

- 3.7 The office use shall be located exclusively upon the ground floor of the building and the primary entrance for the office use, that being the regular entrance for clients, shall face Oxford Street.

Office Use: Sign

- 3.8 One sign that is upon the face of the building that is parallel with Oxford Street and one sign that is upon the face of the building that is parallel with London Street shall be permitted, provided that each sign is:
- (a) affixed to the face of the building;
 - (b) a maximum height of three feet;
 - (c) a maximum size of 18 square feet; and
 - (d) not back-lit.

Basement

- 3.9 The basement of the building may be used for storage associated with the office use or the dwelling.

Parking

- 3.10 The location of the parking area shall be as shown on Schedule "B."

Alterations

- 3.11 The building and grounds may be altered pursuant the requirements of the Land Use Bylaw, except that:
- (a) no increase in the gross floor area of the building shall be permitted; and
 - (b) the parking area shall be largely in conformance with Schedule "B."
- 3.12 Nothing in this Agreement shall prevent the installation of a ramp for barrier free access.

Accessory Building

- 3.13 The accessory building shown on Schedule "B" may be modified, removed, relocated, or rebuilt, pursuant to the requirements of the Land Use By-law.

Storage and Refuse

- 3.14 There shall be no outdoor storage or outdoor display upon the Lands.
- 3.15 Refuse containers located outside the building shall be located within the rear yard and shall screened from adjacent properties and streets by means such opaque fences and landscaping.

Maintenance

- 3.16 The Developer shall maintain and keep in good repair all portions of the building and Lands, including, but not limited to, the interior and exterior of the building, fencing, walkways, playground equipment, parking areas and driveways, and the maintenance of all landscaping including the replacement of the damaged or dead plant stock, trimming of plant stock and vegetation, litter control, and snow removal/salting of walkways, driveways, and parking areas.

Illumination

- 3.17 Outdoor lighting or sign illumination shall be directed away from, or screened from, adjacent residential properties

PART 4: AMENDMENTS

Substantive Amendments

- 4.1 Amendments to any matters not identified under Section 4.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Municipal Government Act*.

Not Substantive Amendments

- 4.2 The following items are considered by both parties to be not substantive and may be amended by resolution of the Council:
- (a) An increase in the gross floor area of the building; and
 - (b) The granting of an extension of time for the commencement of the office use, further to clause 6.5 of this Agreement.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

Enforcement

- 5.1 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 the building on the Lands, to allow for such an inspection during any reasonable hour within one day of receiving such a request.

Failure to Comply

- 5.2 If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, 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 development 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 Lands and be shown on any tax certificate issued under the Assessment Act; and
- (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; and
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

Registration

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

Subsequent Owners

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

Commencement of Development

- 6.4 In the event that office use pursuant to this Agreement has not commenced within two years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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. For the purposes of this clause, commencement means the issuance of an Occupancy Permit for the office use.

- 6.5 Council may consider granting an extension to the date of commencement specified in clause 6.4 through a resolution pursuant to clause 4.2 (b) where the Municipality receives a written request from the Developer prior to the expiry of the commencement of development time period.

Cease of Use

- 6.6 The office use permitted by this Agreement shall not be reinstated in the event that it ceases for a period of more than 24 consecutive months.
- 6.7 Prior to ceasing use of the office use, the Developer shall advise the Development Officer.

Discharge

- 6.8 After five years from the date of registration of this Agreement with the Registry of Deeds or Land Registry 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2008.

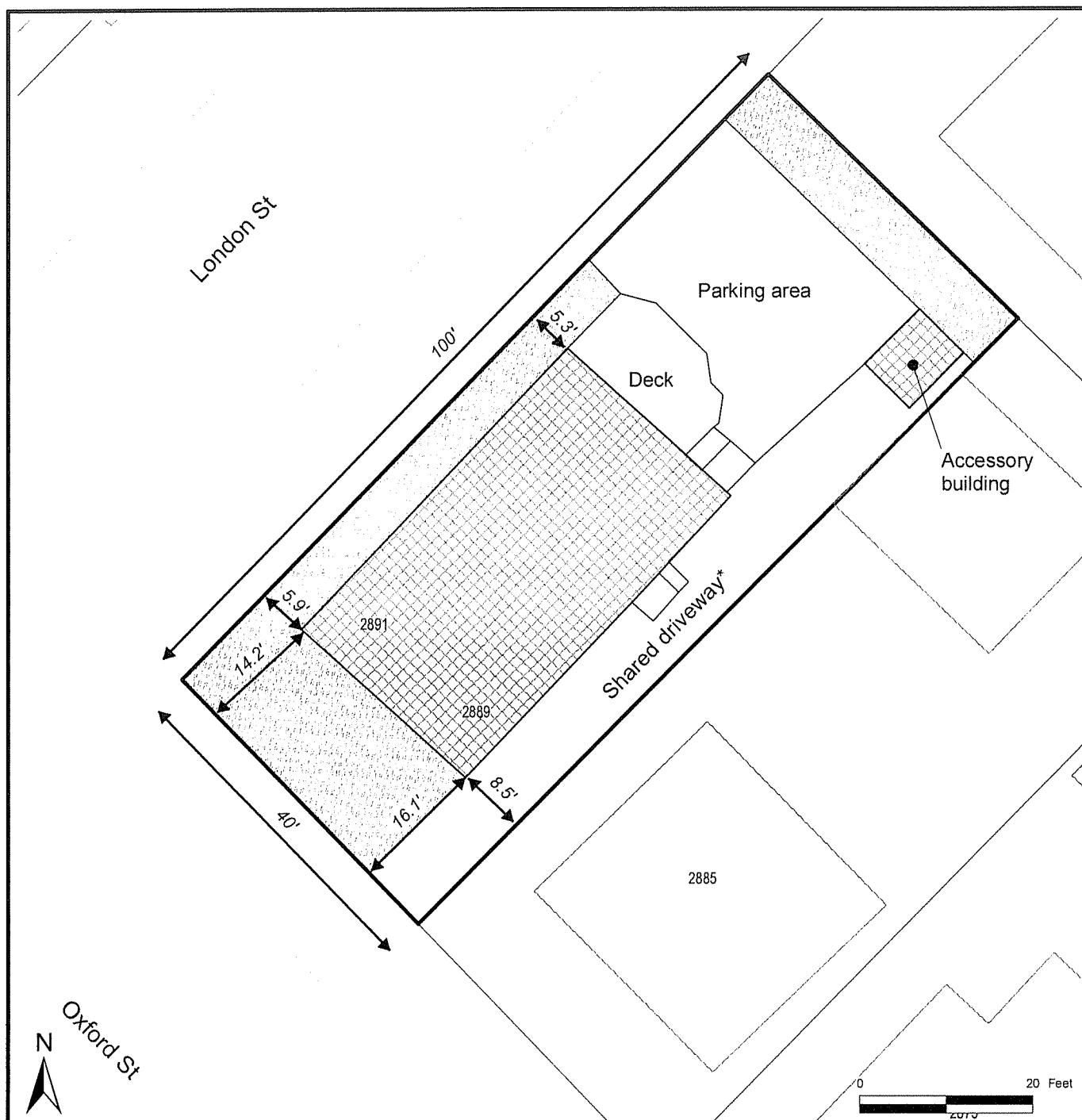
SIGNED, SEALED AND DELIVERED
in the presence of

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

) PAUL ANDRE MAILHOT
)
) Per: _____
)



)
)
) _____
) HALIFAX REGIONAL MUNICIPALITY
) Per: _____
) MAYOR
)

) Per: _____
) MUNICIPAL CLERK



Schedule B - Site Plan

2889-91 London Street
Halifax

-  Building
-  Landscaped area

* Driveway shared with 2885 Oxford Street
(not required by development agreement)

All measurements are shown in feet

Site features and measurements captured
from location certificate

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

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

Attachment "C" - Public Information Meeting Minutes

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE # 01132 - Natalie Corbett Sampson**

**7:00 p.m.
Thursday, June 12, 2008
Bloomfield Center, Halifax**

IN ATTENDANCE: Patricia Hughes, Planner, HRM Planning Services
Paul Sampson, Planner, HRM Planning Services
Sharlene Seaman, Planning Controller, HRM Planning Services

**ALSO IN
ATTENDANCE:** Natalie Corbett Sampson, Applicant
Paul Mailhot, Property Owner

**PUBLIC IN
ATTENDANCE:** Approximately 6

The meeting commenced at approximately 7:00 p.m.

1. Opening remarks/Introductions/Purpose of meeting - Patricia Hughes

Ms. Patricia Hughes opened the meeting by introducing herself as the planner in charge of the application. She then introduced the applicant and HRM staff.

She stated that the purpose of the meeting was for a development agreement to allow a change to a non conforming commercial use at 2891 Oxford Street, to permit a speech language pathology practice.

She showed the location using a chart and advised that the zoning was R-2 but because commercial had been there in the past, it was grand fathered for specific uses, including meat shops, tack shops, books stores, electronics, but not including a clinic. That is why a development agreement would be necessary. This would allow the speech language pathology practice.

2. Overview of planning process - Patricia Hughes

Ms. Hughes advised of the process, stating that a letter of request was received by the applicant and reviewed. A Public Information Meeting was set up to hear the comments and views of the public. Following the meeting there would be a detailed review of the application and a Development Agreement would be negotiated. It would then be sent to Council, where it would be rejected or accepted. If accepted, there would be a Public Hearing, where the public would again have a chance to give their opinion.

She then passed the floor to the applicant, Natalie Corbett Sampson.

3. Presentation of Proposal - Natalie Corbett Sampson / Paul Mailhot

Ms. Corbett Sampson introduced herself as the applicant and introduced her business. She stated that she was looking into moving to improve her facility. She needed more space as she was thinking of having another clinician. She was also interested in acquiring more storage space.

She believed that there should be no traffic concern as there may only be eight to ten people coming to her business in the run of a day.

She also showed on the chart where the signs would be located. She advised that she would like the signs to look professional and to be big enough so people can find her location.

Mr. Paul Mailhot suggested certain positioning for the signs and would like a facility that would be acceptable as a long term agreement. He believed that a clinic would be a good choice for a business as he considered Ms. Corbett Sampson to be a trusted, honest, professional with a family.

4. Questions/Comments

Ms. Kath Fitzgerald, 2913 Oxford Street, expressed concerned about parking and wondered if it would be encouraged on the street or in the parking lot.

Ms. Corbett Sampson stated that she may use a few spaces from the lot but is okay with street parking as that is what she has now at her current location and it had never been a problem. She can put a sign up in the waiting room if necessary.

Ms. Fitzgerald asked about Ms. Corbett Sampson retiring. She wanted to know what other type of business will be able to go there after the zone change.

Ms. Hughes stated that it would depend on the development agreement (DA). It would still be able to be a clinic of some sort but would remain an R-2 zone. She reviewed the details of what could be included in the agreement.

Mr. Paul Sampson advised that the zone wouldn't allow retail use, if specified in the DA. It may come back to Council at a later time but the current zoning doesn't allow for mixed uses.

Ms. Fitzgerald objected to other uses if Ms. Corbett Sampson were to not be there anymore.

Mr. Gary Bowers, 2915 Oxford Street, asked if there would be anything in the DA stating that the zoning to return to its original state prior to the DA, if Ms. Corbett Sampson were to not be there anymore.

Ms. Hughes advised that the zoning won't change but there would then be a DA on site and another clinic could open up there.

Mr. Sampson advised that legally, that's how the process works when the agreement is registered.

Mr. Bowers asked about an R-2 zone in Fall River and questioned it against the Western Region.

Ms. Hughes stated that each area works a little differently and explained.

Mr. Bowers asked if a business, that would have been there years ago, could go there again.

Ms. Hughes advised that, no, after the zoning took effect those businesses were no longer permitted.

Mr. Bowers asked about the rental properties and the apartment rental.

Mr. Sampson stated that it depended on the lot size and the requirements. This neighborhood mostly has lots that are four thousand square feet of lot.

Ms. Hughes stated that it is possible to have three of four unit apartment buildings if there is a larger lot, as per the By-Law.

Ms. Fitzgerald asked how many square feet the lot in question was.

Mr. Mailhot advised there was forty five hundred square feet on the lot.

Ms. Marion Fraser asked if there could eventually be a tattoo parlor located there.

Mr. Sampson advised that it could only have "office uses" as per the DA.

Ms. Hughes advised that it would not be encouraged. It depended on the DA and it depended on what was to be written in the agreement. She advised that it could be limited under the DA.

Mr. Mailhot does not want it to be limited to a speech pathology clinic only as it would limit his rental ability if Ms. Corbett Sampson were to not be there anymore.

Ms. Hughes stated that the DA could be written to state that it could have other clinical uses or used as office space.

Mr. Bower asked if the public would again have to go through the meeting process or would have any say if ownership changed.

Ms. Hughes advised that no, not if they are just changing ownership.

Mr. Sampson explained some definitions in the By-Law and stated that it depends on the wording in the DA as to what other business can be in that space. He stated that the DA should be written according to what is allowable in the space.

Mr. Bowers asked if another speech pathology practice, along with Ms. Corbett Sampson's, could move in if another tenant were to move out.

Ms. Hughes stated that yes, it is possible for the first floor but the top is an R-2 only.

Mr. Mailhot stated that there is only one business on the ground floor.

Mr. Bowers wondered about additional workers on site and where they might park and also there would also be additional patients.

Ms. Corbett Sampson stated that she would take responsibility for parking when it comes to her clients as that would be the professional thing to do.

Mr. Sampson asked Mr. Mailhot for confirmation that the upstairs units are residential only.

Mr. Mailhot confirmed that they always were.

Mr. Bowers asked if the parking stipulation could be included in the DA.

Ms. Hughes advised that the application was sent to the engineering department and they didn't see a problem as it was a fairly small use, so there would be no need to include it in the DA.

Mr. Bowers showed concern as he believed that the driveway is not big enough and the street may be congested.

Ms. Corbett Sampson stated that she hasn't had any problems with her current location and there was only street parking there.

Mr. Sampson advised that there could be a clause in the DA stating that at least one space in provided off the street for business and made available for clients but there are no parking requirements as to where the clients would like to park.

Mr. Mailhot advised that there are other similar situations with small businesses that do not have a problem with parking.

Ms. Hughes stated that in the LUB there is no requirement to provide parking for various reasons.

Mr. Corbett Sampson stated that she does have clients that would choose to walk as they live in that area. She would like people to talk about any problems that may arise in the community as she wants to be a community minded individual.

Mr. Bowers showed concern for the lot changing as he has seen it before and he is concerned for himself as a neighbor.

Ms. Fitzgerald was concerned about future use of the property if the DA were in place.

Mr. Mailhot assured her that he doesn't want anything unprofessional at that location.

Ms. Hughes stated that a DA is better than rezoning because it is a very specific contract.

She stated that after the Public Hearing (PH) and/or reading the staff report, she would like the public to contact her if they need further info or if they disagree with something. She also advised of how notification works for the PH.

Ms. Hughes encouraged the public to contact her for any and all info and provided ways for them to do so.

Mr. Bowers asked if the business folded, what would happen to the R-2 zoning.

Mr. Sampson advised that the zoning would remain the same but the type of business could be changed depending on the DA. It could only be a business that was under the guidelines of the DA.

Ms. Corbett Sampson stated that after the DA was in place, the property could not be zoned commercial but as of now, it could be changed.

Ms. Hughes advised that the businesses that were there before the R-2 zoning are under the grandfather clause. This means that the current business application is permitted.

Mr. Sampson stated that in an R-2 zone, it is possible to have a business but it would be very restricted.

Ms. Hughes asked the public about signs and how they felt about size.

Ms. Fitzgerald stated that she did not want any big sign or bright lit up signs.

Mr. Mailhot advised that the current sign was three by six feet.

Ms. Corbett Sampson showed on the diagram where the signs would be placed and that she would not require for them to be lit up at night. She would like them to show clients her location and to be professional.

Mr Mailhot again addressed the parking issue and stated that he would try to make everyone happy.

Mr. Bowers asked about measurements for her signs.

Ms. Corbett Sampson stated that she had not completely looked into that yet as she wanted to get through the meeting before she thought more into that.

Mr. Sampson stated that there could be a restriction of two signs, one on each side of the building or a maximum square footage in the DA.

Ms. Corbett Sampson wanted to keep the signs very professional. She stated that she would be willing to post signs internally to advise of any parking issues, if there were any.

5. Closing comments

Ms. Hughes asked for any other questions.

Mr. Sampson stated the contact information for any further questions or concerns. He stated that the development agreement would be attached to the staff report which will be available to the public.

Ms. Hughes thanked everyone for coming to the meeting.

6. Adjournment

The meeting adjourned at approximately 7:55 p.m.