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Item No. 5.1.1
Halifax and West Community Council
July 8, 2020 First Reading
August 19, 2020 Public Hearing

TO: Chair and Members of Halifax and West Community Council

Original Signed

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: February 25, 2020

SUBJECT: **Case 22190: Development Agreement for 11 Osprey Drive, Shad Bay**

ORIGIN

Application by KWR Approvals Inc.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (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 set out in Attachment A, to permit 16-units of senior citizen housing at 11 Osprey Drive, Shad Bay, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A;
3. Contingent on the approval of the proposed Development Agreement substantially in the same form as set out in Attachment A, approve, by resolution, the discharge of the existing development agreement, as shown in Attachment B of this report; and
4. Require both the development agreement and the discharge agreement be signed by the property owner within 120 days, or any extension thereof, granted by Council on request of the property

RECOMMENDATION CONTINUES ON PAGE 2

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

KWR Approvals Inc., on behalf of 3274302 Nova Scotia Limited, is applying to legalize the conversion of the existing building located at 11 Osprey Drive, Shad Bay for 16-units of senior citizen housing.

Subject Site	11 Osprey Drive, Shad Bay (PID 00378711)
Location	The subject site is located: <ul style="list-style-type: none">• adjacent to the intersection of the Prospect Road (Route 333) and Osprey Drive; and• to the north-east of the northern tip of Shad Bay where Lower Pond empties into the Atlantic Ocean.
Regional Plan Designation	Rural Commuter
Community Plan Designation (Map 1)	Residential B under the Municipal Planning Strategy for Planning District 4 (Prospect)
Zoning (Map 2)	I-1 (Light Industry) zone under the Land Use By-law for Planning District 4 (Prospect)
Size of Site	1.98 hectares (4.9 acres)
Street Frontage	65.1 meters (213.7 feet)
Approved Land Use(s)	16-unit motel as per a 2004 approved development agreement
Current Land Use(s)	Unauthorized 16-unit multiple unit dwelling
Surrounding Use(s)	<ul style="list-style-type: none">• Low density residential development surrounding the site on Osprey Drive, Prospect Road, Yanch Road and Bayside Drive;• A commercial building (zoned C-2) to the north; and• Lower Pond and the Atlantic Ocean (Shad Bay) to the west. Please refer to Map 1 and Map 2 for the configuration of these uses.

Proposal Details

The applicant proposes to legalize the conversion of the existing building from a 16-unit motel to 16-units of senior citizen housing. The major aspects of the proposal are as follows:

- 16 studio units, one being barrier free;
- A shared kitchen and shared storage space on the basement level; and
- Formalized accessible outdoor amenity area.

Existing Development Agreement

On January 26, 2004 the former Western Region Community Council approved a development agreement under policy RB-10 of Municipal Planning Strategy for Planning District 4 (Prospect) (MPS) to allow a sixteen-unit motel at the subject site. The motel (the Bluenose Inn & Suites) was in addition to an existing building containing a restaurant and lounge (the Sea n' Tide Restaurant and the Rusty Anchor Beverage Room) that had been established on the site in the early 1970's. The building containing the restaurant and lounge building was demolished in 2013. In 2015, the remaining motel building began functioning as a multiple unit dwelling in violation of the existing development agreement. The Municipality subsequently became aware that the property was operating in violation of the existing development agreement and an active municipal compliance case applies to the property.

The proposed development agreement will address the compliance issue. However, should the proposed development agreement not be approved, the property must come into compliance with the requirements of the existing 2004 development agreement. For the property to be used in any way permitted by the

underlying I-1 (Light Industry) Zone, the existing development agreement must be discharged. This discharge is provided for in Attachment B of this report.

Enabling Policy and LUB Context

The subject site is designated Residential B under the Municipal Planning Strategy (MPS) for Planning District 4 (Prospect). Within this designation, the MPS recognizes that the area contains a mix of low density residential, commercial, industrial, resource and community facility uses and acknowledges that a more suburban style of development has been occurring gradually over the years. The MPS states that the intention of the designation is to support the continuation of residential development while providing support for the traditional mix of land use activities. With respect to the form in which residential development is envisioned: The MPS also states that due to the concern with on-site sewage disposal and the desire for a low density environment, new multiple unit developments shall not be permitted throughout the Plan Area except for senior citizen housing. Policy has been included in the MPS for the consideration of senior citizen housing as it provides opportunity for residents to remain within their respective communities as they age.

The proposed development agreement contained within Attachment A may be considered by Community Council in accordance with Policies RB-6 and IM-11 of the MPS (Attachment C).

Policy RB-6 allows Council to consider senior citizen housing through the development agreement process. Policy criteria include items such as: scale and architectural design; separation distance from low density residential developments; adequate open space and parking for residents of the development; traffic; general maintenance; and, site servicing. Policy IM-11 contains general implementation policy criteria including: the proximity and impact on schools, recreation or other community facilities, potential for damage or destruction of historic buildings or sites; signage; and, site suitability with respect to environmental considerations (locations of watercourses etc.).

The applied zoning that underlies the existing development agreement is the I-1 (Light Industry) Zone under the Land Use By-law (LUB) for Planning District 4. The I-1 Zone permits a variety of industrial uses, as well as all uses permitted within the C-2 (General Business) Zone. As per the C-2 Zone, the only residential uses permitted on the subject site are residential dwellings containing up to two dwelling units. This would not allow for the conversion of the existing building to either a multiple unit dwelling or senior citizen housing through an as-of-right process. The LUB differentiates senior citizen housing from other housing types by defining it as "housing designed for occupation by senior citizens" and does not contain regulations regarding density or minimum/ maximum number of units.

The properties surrounding the subject site are primarily zoned RB-1 (Residential B-1) and RB-3 (Residential B-3) which are low density (single unit dwelling) residential zones that also make provisions for limited commercial and resource uses.

Attachment D contains relevant excerpts from the LUB.

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 providing information and seeking comments through the HRM website, signage posted on the subject site, and notification of the planning application mailed to property owners within the notification area. Staff received one phone call in response to the notification. The comments received include the following topics:

- Concern regarding high volumes of vehicular traffic coming to and from the property most evenings;
- Concern regarding vehicular noise and lights; and
- Concern regarding general noise carrying from the property until late into the night.

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed development agreement. Should 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 shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact local area residents, existing residents on the subject property and property owners.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment C provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Proposed Development Agreement

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- The number and type of units within the existing building;
- Provision for outdoor amenity space;
- Parking, circulation and access;
- Site servicing (water, sanitary and solid waste); and
- Archaeological monitoring and protection.

The attached development agreement will permit the conversion of the former motel building to senior citizen housing, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment C, the following have been identified for detailed discussion.

Senior Citizens Housing

Although the Municipality does have some authority to create policy aimed at addressing social conditions, such as senior citizens housing, it is not able to regulate tenancy. Any restriction to tenancy based on age would be a violation of the Nova Scotia *Human Rights Act*. While the Developer may market buildings for senior citizens, tenancy based on age cannot be enforced by the Municipality.

Number and Type of Units

The proposed development agreement permits up to 16 units of senior citizen housing. The units have been defined by the proposed agreement as studio units, which consist of a single multipurpose room and a bathroom. While the agreement will not allow any reduction in the size of the studio units, the agreement has been prepared to enable the amalgamation of units, to create fewer units of a greater size, should that unit type better respond to future market demand. The existing motel rooms range in size from 33 to 37 square meters (350 to 400 square feet).

Recognizing that the population (including the senior segment of the population) includes those with mobility challenges the proposed development agreement requires at least one building entrance and one studio unit to be barrier-free.

Outdoor Amenity Space

Given the building was originally designed and developed as a motel, no provisions were made for outdoor amenity space. Currently, there is some indication that residents have been gathering on the north side of the building in close proximity to the abutting property. The proposed development agreement requires the developer to formalize an accessible outdoor amenity area in a more suitable location. While details of the amenity space will be determined at the permitting stage, the agreement requires the space to be a minimum of 25 square meters (269 square feet) and contain fixed seating.

Site Servicing - Water

The existing building is currently serviced with on-site water (well). However, there have been problems with the quantity and quality of the well water. To address these issues, the building contains a cistern to ensure a supply of water is available to residents for bathing, laundry and sanitary purposes. Bottled water is provided to residents to ensure a safe supply of drinking water. To address this issue moving forward, a new well has been drilled and is registered with the Nova Scotia Department of Environment (DOE) as a public drinking water supply and the property owners are working with DOE staff to meet provincial requirements.

Archaeological Protection

During the review of this application it was identified that the property is located within an area identified on Map 9 of the Halifax Regional Municipal Planning Strategy (RMPS) and Schedule F of the LUB as an area of elevated archaeological potential.

While no additional buildings are being considered for the site, a standard clause was included in the development agreement to identify the potential archeological sensitivity and ensure that should any future disturbance of the lands involves notification of the appropriate Provincial staff.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The MPS has responded to the desire to provide the opportunity for residents to remain within their respective communities as they age by the establishment of Policy RB-6. The proposed development agreement is reasonably consistent with Policy RB-6 and IM-11. Therefore, staff recommend that the Halifax and West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2020-2021 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of approving the proposed development agreement and discharging agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve the proposed development agreement and discharge agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public

hearing. 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. Halifax and West Community Council may choose to refuse the proposed development agreement and discharge agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. Exercising this alternative restricts the use of the property to the existing permitted 16-unit motel. 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*.
3. Halifax and West Community Council may choose to refuse the proposed development agreement and approve the proposed discharge agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. Exercising this alternative permits the property to be developed as per the I-1 (Local Service) Zone. 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*.

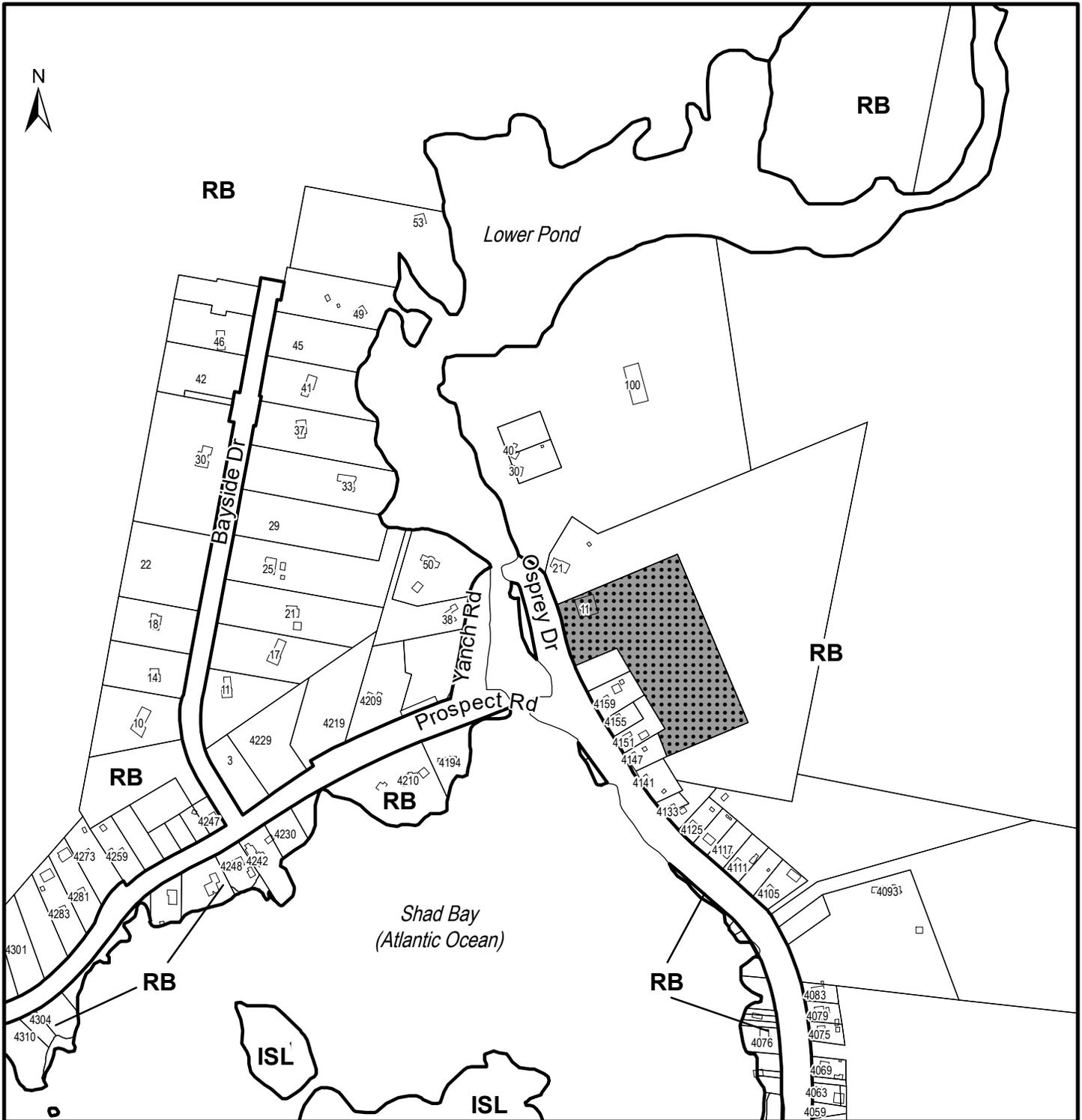
ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Proposed Discharging Agreement
Attachment C:	Review of Relevant MPS Policies
Attachment D:	Excerpts from the LUB

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Jacqueline Belisle, Planner II, 902.490.3970

Report Approved by: Steve Higgins, Manager of Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

11 Osprey Drive,
Shad Bay

HALIFAX

 Subject Property

Designation

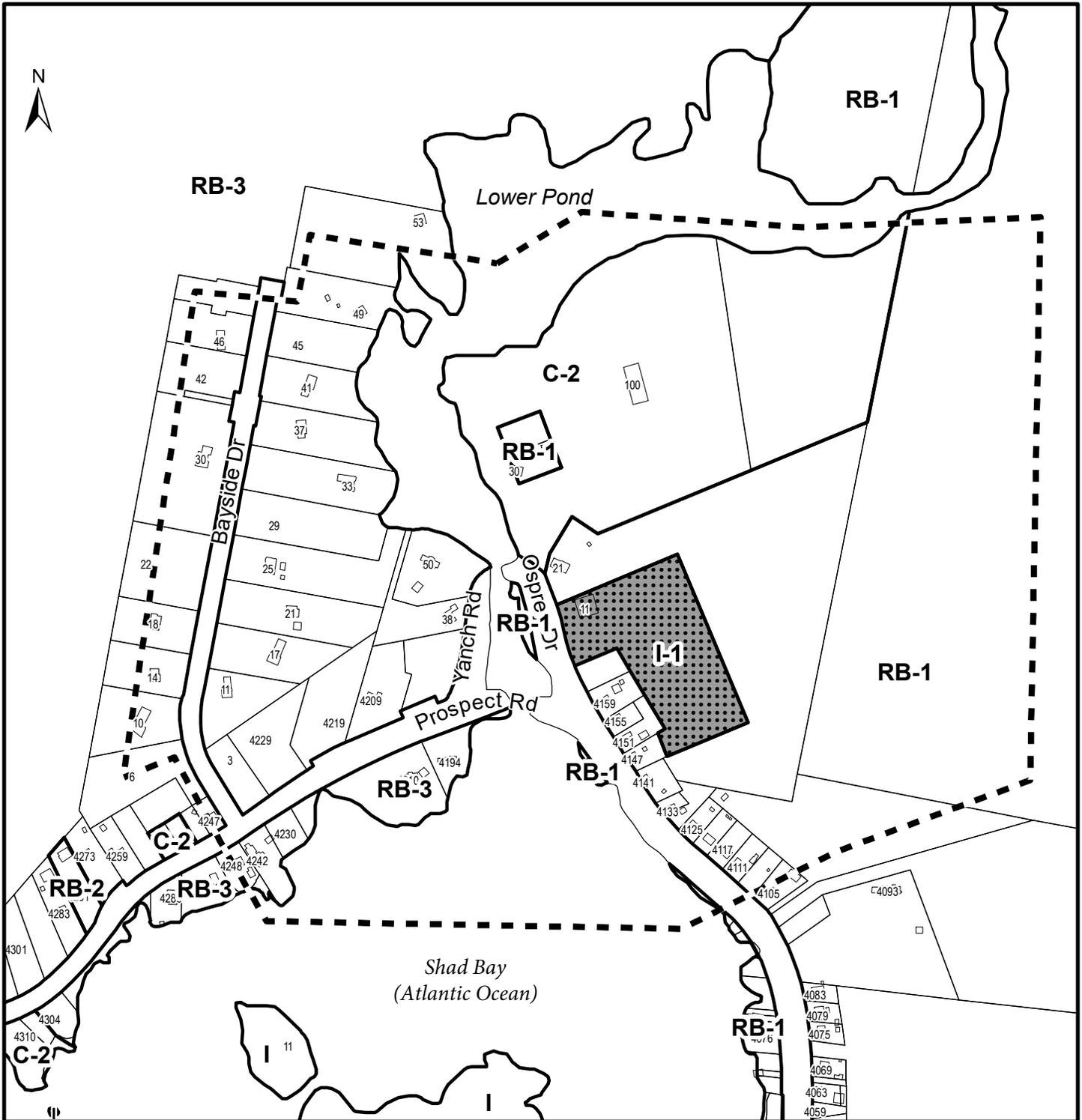
RB Residential B
ISL Island



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.

Planning District 4
(Prospect) Plan Area



Map 2 - Zoning and Notification

11 Osprey Drive,
Shad Bay

HALIFAX

-  Subject Property
-  Area of Notification

- Zone**
- RB-1 Residential B-1
 - RB-2 Residential B-2
 - RB-3 Residential B-3
 - C-2 General Business
 - I-1 Light Industry
 - I Island



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.

Planning District 4
(Prospect) Plan Area

**Attachment A:
Proposed Development Agreement**

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

BETWEEN:

[Insert Name of Corporation/Business LTD.]
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY
a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 11 Osprey Drive, Shad Bay and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Municipality entered into a development agreement with G.M. Gaudet Enterprises Limited to allow for a sixteen unit Motel on the lands on February 25, 2004, and which said development agreement (referenced as Municipal Case Number 00618) was registered at the Registry of Deeds in Halifax on March 3, 2004 in Book No. 7626 at pages 331-342 as Document #8699 (hereinafter called the "Existing Agreement"), and which applies to the Lands;

AND WHEREAS the developer has requested to discharge the Existing Agreement 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 22190;

AND WHEREAS the Developer has requested that the Municipality enter into a new Development Agreement to allow for the internal conversion of the existing motel building into sixteen units of senior citizens housing on the Lands pursuant to Policy RB-6 of the Planning District 4 (Prospect) Municipal Planning Strategy and Section 3.16 of the Planning District 4 (Prospect) 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 22190;

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

- 1.1.1 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.

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the *Halifax Regional Municipality Charter* on the whole site as shown on Schedule B.

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

- 1.5.1 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

- 1.6.1 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

- 2.1.1 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

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

Amenity Space: Means an area of land set aside for purposes of relaxation and is designed for shared use by a building's occupants, such as a deck, gazebo, greenhouse, playground or similar space and may include features such as planters and plots for gardening.

Studio Unit: means a dwelling unit that consists of a single room plus a bathroom. The single room of the unit shall function as a living room, bedroom and kitchenette.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 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 22190:

Schedule A	Legal Description of the Lands
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 uses of the Lands permitted by this Agreement are the following:

(a) Up to sixteen studio units of senior citizens housing within the existing building as shown on Schedule B; and

(b) Any accessory uses or buildings to the foregoing.

- 3.3.2 The units of senior citizens housing shall remain as studio units. Internal walls shall not be permitted within the existing studio units to create new rooms.
- 3.3.3 The basement level of the senior citizens housing shall include a shared kitchen and storage space for the use of all building occupants.
- 3.3.4 At least one studio unit on the main floor of the building shall meet barrier-free guidelines as per the Nova Scotia Building Code and the National Building Code of Canada.
- 3.3.5 At least one entrance to the senior citizens housing shall meet barrier-free guidelines as per the Nova Scotia Building Code and the National Building Code of Canada.

3.4 Outdoor Amenity Space

- 3.4.1 An accessible outdoor amenity space shall be provided in the general location as shown on Schedule B.
- 3.4.2 The outdoor amenity space shall be no less than 25 square meters (269 square feet) in area.
- 3.4.3 The amenity space shall not be located within 4.5 meters (15 feet) from any property line or 2.5 meters (8.2 feet) from the parking area.
- 3.4.4 The outdoor amenity space shall contain fixed seating.

3.5 Parking, Circulation and Access

- 3.5.1 The parking area shall be sited as shown on Schedule B.
- 3.5.2 Parking requirements shall be in accordance with the Land Use By-law, as may be amended from time to time.

3.6 Outdoor Lighting

- 3.6.1 Lighting 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.

3.7 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.
- 3.7.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.8 Signs

- 3.8.1 Sign requirements shall be in accordance with the applicable Land Use By-law as amended from time to time.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 Off-Site Disturbance

- 4.1.1 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 in accordance with the requirements of Nova Scotia Transportation and Infrastructure Renewal.

4.2 On-Site Water System

- 4.2.1 The Lands shall be serviced through a privately owned and operated on-site water distribution system as per Nova Scotia Environment requirements.

4.3 On-Site Sanitary System

- 4.3.1 The Lands shall be serviced through privately owned and operated on-site sewage disposal system and shall be subject to the requirements of the Nova Scotia Department of Environment.

4.4 Solid Waste Facilities

- 4.4.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 4.4.2 All refuse and recycling materials shall be contained within a building, or within suitable containers and located to ensure minimal effect on abutting property owners.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted

on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and

- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.3 Archaeological Monitoring and Protection

- 5.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

PART 6: AMENDMENTS

6.1 Substantive Amendments

- 6.2.1 Amendments to any matters contained within this agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

- 7.1.1 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 90 days from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, 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 submission of a permit application with all required information necessary for the municipality to review the application and issue a construction permit for the change in use of the building from a motel to senior citizen housing.

7.4 Completion of Development

7.4.1 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 applicable Municipal Planning Strategy and Land Use By-law, as amended from time to time.

7.4.2 For the purpose of this section, completion of development shall mean the issuance of an occupancy permit for the change of the building from a motel to senior citizen housing.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development, or phases of this development, after 270 days from the date of registration of this Agreement at 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;
- (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 applicable Municipal Planning Strategy and Land Use By-law, as amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

8.1.1 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 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

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty 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 Name of Corporation/Business LTD.]

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

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.

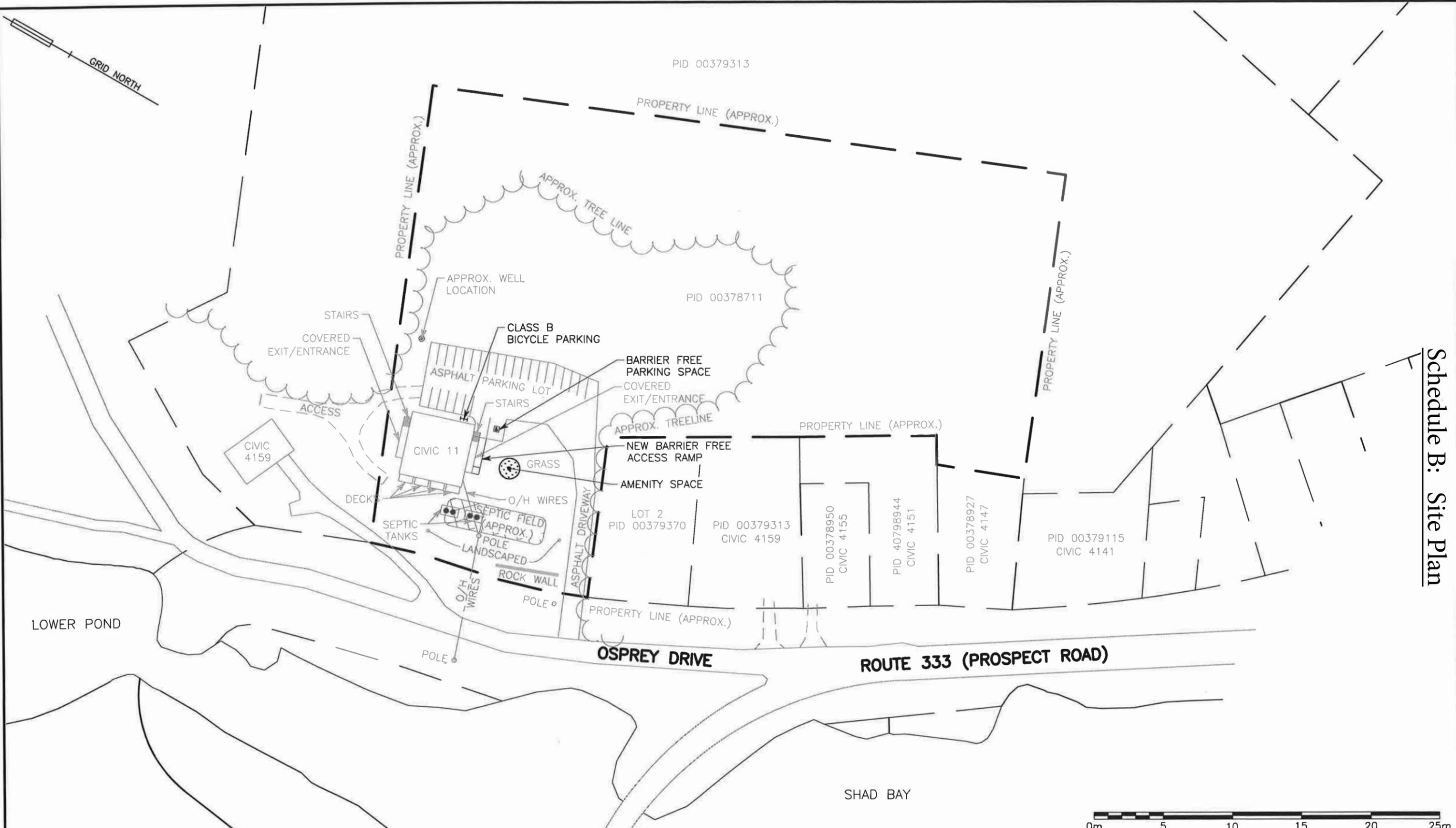
A Commissioner of the Supreme Court
of Nova Scotia

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 Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

Schedule B: Site Plan



36 OLAND CRESCENT
 BAYERS LAKE BUSINESS PARK
 HALIFAX, NOVA SCOTIA
 OFFICE: (902) 455-1537
 FAX: (902) 455-8479
 WEB: www.sdmm.ca

Location: **CONCEPT SITE PLAN**
11 OSPREY DRIVE, SHAD BAY, NOVA SCOTIA

- NOTES:**
1. PLAN IS METRIC.
 2. PROPERTY LINES ARE BASED ON MAPPING FILES AND ARE APPROXIMATE ONLY.
 3. SITE CONDITIONS ARE BASED ON GOOGLE AERIAL IMAGERY AND ARE APPROXIMATE ONLY.

Date:	FEBRUARY 10, 2020	Project No. :	34885
Scale:	1:1000	Sheet Size:	11"X17"
Prepared by:	G. MACLEAN		

Attachment B:
Proposed Discharging Agreement

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

BETWEEN:

[Insert Name of Corporation/Business LTD.]
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 11 Osprey Drive, Shad Bay and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Municipality entered into a development agreement with G.M. Gaudet Enterprises Limited, pursuant to Policy RB-10 of the Planning District 4 (Prospect) Municipal Planning Strategy and Section 3.16(b)(v) of the Planning District 4 (Prospect) Land Use By-law, to allow for a sixteen unit Motel on the lands on February 25, 2004, and which said development agreement (referenced as Municipal Case Number 00618) was registered at the Registry of Deeds in Halifax on March 3, 2004 in Book No. 7626 at pages 331-342 as Document #8699 (hereinafter called the "Existing Agreement"), and which applies to the Lands;

AND WHEREAS Section 244(2) of the *Halifax Regional Municipality Charter* states that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owners;

AND WHEREAS the Developer has requested that the Existing Agreement be discharged from the Lands to allow for a new Development Agreement to be applied to the Lands to enable the internal conversion of the existing motel building into sixteen units of senior citizens housing pursuant Policy RB-6 of the Planning District 4 (Prospect) Municipal Planning Strategy and Section 3.16(b)(i) of the Planning District 4 (Prospect) Land Use By-law;

AND WHEREAS the Halifax and West Community Council approved this request by resolution at a meeting held on **[INSERT - date]**, referenced as Municipal Case Number 22190;

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

1. The Existing Agreement is hereby discharged as it applies to the Lands 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 Land Use By-law for the Planning District 4 (Prospect), 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 Name of Corporation/Business LTD.]

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

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.

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 Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

Attachment C:

Review of Relevant MPS Policies

Senior citizen housing is a form of accommodation which is valued throughout the Plan Area. These facilities provide an opportunity for aging members of society to remain within their respective communities. While these facilities are encouraged to develop within the Residential B Designation, locational and environmental concerns must be addressed to ensure that they are properly integrated within the communities. These facilities will, therefore, be considered by development agreement, to address these special requirements.

RB-6 Notwithstanding Policy RB-2, within the Residential B Designation, Council may consider permitting senior citizen housing in accordance with the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the appropriate conditions as follows:

Policy RB-6 Criteria	Staff Comment
<i>(a) that the scale and architectural design (external appearance) of all structures are compatible with nearby land uses;</i>	The scale and architectural design of the building was determined through the planning process that took place for the existing development agreement that was approved in 2004 for the motel use. The policy under which the 2004 agreement was considered included a similar policy criterion, RB-10(a), that directed Council have regard “that the architectural design (external appearance) and scale of any structures are compatible with nearby land uses”. With respect to this criterion the December 16, 2003 staff report asserted that “the visual impact of the use on the community should be minimal as the proposed building has a residential character, similar to a large dwelling”. As this application proposed an internal conversion, no exterior modifications to the building from its current state are proposed. The existing building is a two-storey, multi-gabled structure with eight balconies facing Osprey Drive. The existing building remains in keeping with the residential development in the area.
<i>(b) that adequate separation distances are maintained from low density residential developments and that landscaping measures are considered which would help reduce the visual effects of the proposed use;</i>	No changes are proposed to the existing separation distances from the building to the surrounding low-density residential development. For information: The building is currently situated approximately 28 meters (92 feet) from the single unit dwelling to the north; approximately 80 meters (262 feet) from the single unit dwelling to the south; and approximately 120 meters (394 feet) from the single unit dwelling across Lower Pond to the west. Landscaping measures were required under the existing 2004 development agreement which took the form of a terraced area at the front of the site consisting of a two-tier stone wall and mulching. No changes to the existing landscaping are proposed.
<i>(c) that open space and parking areas are adequate to meet the needs of senior citizens and that they are attractively landscaped;</i>	The proposed development agreement requires the formalization of an accessible outdoor amenity area which, as per the proposed agreement, can take the form of a deck, gazebo, greenhouse,

	<p>playground or similar space and may include features such as planters and plots for gardening.</p> <p>The existing parking area is located directly behind the building. No change is proposed to the location of the parking area. The proposed development agreement requires that parking be provided as per the requirements of the LUB. Section 4.25 of the LUB stipulates 1 parking space to be provided per dwelling unit for senior citizen housing (resulting in 16 required spaces) and 1 mobility disabled space for building. The existing parking area contains 20 spaces.</p>
<i>(d) the impact of the proposed use on the existing road network in terms of traffic generation and vehicular and pedestrian safety;</i>	Nova Scotia Transportation & Infrastructure Renewal (NSTIR) own and maintain Osprey Drive and Prospect Road (Route 333). The applicant has submitted a Traffic Impact Statement (TIS) in support of the application which asserts that the proposal will have no significant impacts on surrounding transportation network. NSTIR staff have reviewed and accepted the TIS.
<i>(e) the preference for, but not restricted to, a site which has access to commercial and institutional uses;</i>	The subject site is not immediately adjacent to commercial or institutional uses that would provide support services for seniors housing. The nearest cluster of commercial and institutional uses is approximately 2 kilometres south of the subject site on Prospect Road and includes a place of worship (St. Joseph's), medical office (Shad Bay Dental), and Restaurant (Emilio's Take-out).
<i>(f) the general maintenance of the development;</i>	The proposed development agreement includes a provision to address the general maintenance of the property.
<i>(g) the means by which solid and liquid waste will be treated;</i>	<p>The proposed development agreement requires adherence to By-law S-600 respecting solid waste resource collection and disposal as it pertains to stream source separation. The development agreement also requires all refuse and recycling materials to be contained within a building or suitable container located appropriately.</p> <p>The site is currently served by an existing on-site septic system which must adhere to the requirements of the Nova Scotia Department of Environment.</p>
<i>(h) the effects of the development on any adjacent or nearby land uses;</i>	The effects of the senior citizen housing proposal, a residential use, on adjacent or nearby land uses is not expected to be out of the ordinary with what is typically expected in a residential environment. The proposed development agreement contains controls related to the number of units permitted, parking, outdoor lighting, maintenance, and location of outdoor amenity area, all of which are intended to ensure compatibility of the development with the surrounding environment.

	Further, it is expected that the effects from the senior citizen housing proposal would be less than the previous commercial use of the site, or industrial uses permitted by the underlying I-1 (Light Industry) zone.
<i>(i) the preference for a development which serves a local community need; and</i>	The MPS articulates that senior citizen housing is valued for providing opportunity for residents to remain within their respective communities as they age. The proposed development provides such an opportunity.
<i>(j) the provisions of Policy IM-11.</i>	See table below.

IM-11 In considering development agreements or amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Planning Strategy, Council shall have appropriate regard to the following matters:

Policy IM-11 Criteria	Staff Comment
<i>(a) that the proposal is in conformity with the intent of this Planning Strategy and with the requirements of all other municipal by-laws and regulations;</i>	Policy RB-6 allows for the consideration of senior citizens housing within the Residential B designation through the development agreement process. The policy criteria listed in the table above are intended to ensure proper integration of senior citizen development within the community. The proposal is reasonably consistent with Policy RB-6.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	...
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	The developer will be responsible for all costs associated with the development.
<i>(ii) the adequacy of on-site sewerage and water services;</i>	The existing building is currently serviced with on-site water and sanitary (well and septic). The basement level of the building contains a cistern to ensure a supply of water is available to residents for bathing, laundry and sanitary purposes. The property owner provides bottled drinking water to residents to ensure a safe supply of drinking water.
<i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i>	<p>The proposal is not expected to place additional demands on surrounding schools, recreation, or other community facilities. It is also not expected that the proposed development would negatively impact any of these facilities.</p> <p>For information purposes:</p> <ul style="list-style-type: none"> • Atlantic Memorial Elementary School, located at 3591 Prospect Road, is approximately 3 km southeast of the subject site; • Brookside Junior High School, located in Brookside at 2239 Prospect Road, is approximately 9 km northeast of the subject site; • Halifax West High School, located in Halifax at 283 Thomas Raddall Drive, is approximately 25 km northeast of the subject site;

	<ul style="list-style-type: none"> • The Prospect Road Community Centre, located in Hatchet Lake at 2141 Prospect Road, is approximately 10 km northeast of the subject site; and • The Prospect Road and District Fire Station (Station 54 – composed of career and volunteer fire fighters), located at 3610 Prospect Road, approximately 2.6 km southeast of the subject site.
<i>(iv) the adequacy of road networks leading to or within the development; and</i>	See Policy RB-6(d) (above).
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	While no historic buildings have been identified, the subject property is located within an area identified as having elevated archeological potential. As such, Section 5.3 has been included within the Proposed Development Agreement to ensure that consultation with the Nova Scotia Department of Communities, Culture and Heritage occurs prior to any disturbance of the land which could occur during the development of the outdoor amenity area or during routine maintenance.
<i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	...
<i>(i) type of use;</i>	The proposed development agreement will permit the conversion of the existing building from a 16-unit motel to a 16-unit senior citizen dwelling. The proposed agreement does not permit any additional land uses.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	The application proposes no new buildings or changes in height, bulk or lot coverage to the existing building. As such, no provisions have been included that would permit the existing building to increase in size.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	Further to RB-6(c) and RB-6(d) above, the site is served by a single driveway. NSTIR requires the driveway to be upgraded to meet current standards.
<i>(iv) open storage;</i>	Open storage has not been proposed as part of this application. Currently refuse containers are located at the rear of the parking area. The proposed development agreement requires outdoor refuse containers to be located to ensure minimal effect on abutting property owners.
<i>(v) signs; and</i>	Signage has not been proposed as part of this application. Regardless, the proposed development agreement requires signage to adhere to the requirements of the Land Use By-law.
<i>(vi) any other relevant matter of planning concern.</i>	No other planning concerns have been identified.
<i>(d) that the proposed development is suitable in terms of the steepness of grades, soil and</i>	This policy criterion was also considered previously when the existing 2004 development agreement was reviewed and approved.

<p><i>geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<p>The building is located in proximity to Long Pond (watercourse) opposite Osprey Drive and the site slopes upward away from the water. The building is located well beyond the required watercourse setbacks as set out in the LUB.</p> <p>Further, the proposed development agreement contains provisions to address environmental protection.</p>
<p><i>(e) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</i></p>	<p>No holding zone has been established and no additional lots are proposed in conjunction with this application.</p>

**Attachment D:
Excerpts from the Land Use By-law for Planning District 4**

PART 2: DEFINITIONS

In this By-law the word "shall" is mandatory and not permissive. Words used in the present tense shall include the future; words used in the singular number shall include the plural and words used in the plural number shall include the singular. The word "used" shall include "intended to be used", "arranged" and "designed". All other words carry their customary meaning except for those defined hereinafter:

2.25 DWELLING

- (a) Dwelling means a building or part of a building, occupied or capable of being occupied as a home or residence by one or more persons, and containing one or more dwelling units but shall not include a hotel, a motel, apartment hotel or hostel.
- (b) Dwelling Unit means one or more rooms in a building, designed, occupied or capable of being occupied by one or more persons as a housekeeping establishment in which kitchen, sleeping and sanitary facilities are provided for the use of such persons.
- (g) Dwelling, Multiple Unit means a building containing three or more dwelling units.

2.60 MOTEL means a building or group of detached or connected buildings, located on a single lot, for the accommodation of temporary lodgers.

2.80 SENIOR CITIZENS HOUSING means housing designed for occupation by senior citizens.
(Deletion: WRCC-Aug 23/95;E-Sep 18/95)

PART 3: ADMINISTRATION

3.16 USES CONSIDERED BY DEVELOPMENT AGREEMENT

Notwithstanding Section 3.15, certain uses which may not be listed as permitted uses in a zone may be considered in accordance with the development agreement provisions of the Planning Act. As provided for by Policies of the Municipal Planning Strategy for Planning District 4, such uses are:

- (b) Within the Residential B Designation
 - (i) senior citizen housing;

PART 4: GENERAL PROVISIONS FOR ALL ZONES

4.1 SEWAGE DISPOSAL SYSTEMS

Where any lot is developed with a septic tank and disposal field, the minimum on-site requirements of this By-law shall apply for the purpose of obtaining a development permit. For

the purpose of obtaining a permit for the installation of a septic tank, the regulations of the Department of the Environment shall prevail.

4.22 ILLUMINATION

No person shall erect any illuminated sign or illuminate an area outside any building unless such illumination is directed away from adjoining properties and any adjacent streets.

4.25 PARKING REQUIREMENTS

(a) For every building or structure to be erected or enlarged, off-street parking located within the same zone and upon the same lot as the use and having unobstructed access to a public street shall be provided and maintained in conformity with the following schedule, except where any parking requirement is specifically included elsewhere in this By-law. Where the total required spaces for any use is not a whole number, the total spaces required by this Section or by other specific sections shall be the next largest whole number.

<u>USE</u>	<u>PARKING REQUIREMENT</u>
Senior citizen multiple unit dwelling	1 space per dwelling unit

(b) Reserved Spaces for the Mobility Disabled
Notwithstanding Section 4.25(a) above, reserved parking spaces for the mobility disabled shall be provided in addition to the required spaces in conformity with the following schedule:

<u>USE</u>	<u>PARKING REQUIREMENT</u>
All other uses excluding fire stations, boarding houses and any industrial use which does not have a retail function	1 reserved parking space for the mobility disabled per 15 - 100 parking spaces required;

4.31 SCHEDULE F - AREAS OF ELEVATED ARCHAEOLOGICAL POTENTIAL (RC-Jun 25/14;E-Oct 18/14)

Where excavation is required for a development on any area identified on Schedule F attached to this by-law, a development permit may be issued and the application may be referred to the Nova Scotia Department of Communities, Culture and Heritage, Heritage Division for any action it deems necessary with respect to the preservation of archaeological resources in accordance with provincial requirements.

PART 5: SIGNS

5.4 SIGNS PERMITTED IN ALL ZONES

The following signs shall be permitted in all zones and in addition to any signs permitted according to Section 5.3:

- (a) Any sign which has an area of no more than two (2) square feet (0.2 m²) and which identifies the name and address of a resident.
- (b) Any sign which has an area of no more than two (2) square feet (0.2 m²) and which regulates the use of property, as do no trespassing signs.
- (c) Any real estate sign which has an area of no more than eight (8) square feet (0.7 m) in any residential or mixed use zone or twenty-four (24) square feet (2.2 m²).
- (d) Any sign which has an area of no more than five (5) square feet (0.5 m²) and which regulates or denotes the direction or function of various parts of a building or premises, including parking and traffic areas.
- (e) Any sign which has an area of no more than fifty (50) square feet (4.6 m²) and which is incidental to construction.

PART 10: RB-1 (RESIDENTIAL B-1) ZONE

10.1 RB-1 USES PERMITTED

No development permit shall be issued in any RB-1 (Residential B-1) Zone except for the following:

Residential Uses

Single unit dwellings

Home business uses

Community uses

Open space uses

Commercial Uses

Craft shops

Bed and breakfast outlets

Resource Uses

Fishery support uses

Aquaculture support uses

Agricultural uses

Other Uses

Existing business uses

All existing dwellings

Denominational uses at 797 Prospect Road, Goodwood (RC-Feb 26/19;E-Apr 20/19)

PART 12: RB-3 (RESIDENTIAL B-3) ZONE

12.1 RB-3 USES PERMITTED

No development permit shall be issued in any RB-3 (Residential B-3) Zone except for the following:

Residential Uses

Single unit dwellings

Home business uses

Community uses

Open space uses

Commercial Uses

Craft shops

Bed and breakfast outlets

Resource Uses

Fishery support uses

Aquaculture support uses

Agricultural uses

Other Uses

Existing business uses

All existing dwellings

PART 26: C-2 (GENERAL BUSINESS) ZONE

26.1 C-2 USES PERMITTED

No development permit shall be issued in any C-2 (General Business) Zone except for the following:

Commercial Uses

Bed and breakfast outlets

Banks and financial institutions

Retail stores

Personal service shops

Offices

Commercial schools

Restaurants, drive-inns, take-outs and mobile canteens

Parking lots

Funeral parlours

Medical, dental and veterinary clinics

Service shops

Automotive repair outlets

Athletic, sports and health clubs

Greenhouses and nurseries

Outdoor display courts

Building supply outlets

Light equipment sales and rentals

Marinas and boat yards

Marine service industries (WRCC-Sep 27/95;E-Oct21/95)

Residential uses

Residential dwellings containing up to two dwelling units

Other Uses

All existing dwellings including the existing 4 unit dwelling on LIMS No. 40430209

All existing businesses

PART 27: I-1 (LIGHT INDUSTRY) ZONE

27.1 I-1 USES PERMITTED

No development permit shall be issued in any I-1 (Light Industry) Zone except for the following:

Industrial Uses Permitted

Manufacturing operations

Warehouse operations

Wholesale operations

Research facilities

Postal and courier depots

Recycling depots

Transport facilities and maintenance yards

Taxi and bus depots

Parking lots

General contracting and storage yards

Communication stations

Mobiles and offices accessory to any permitted use

Cannabis production facilities (RC-Sep18/18; E-Nov 3/18)

Commercial Uses

All C-2 uses

Other Uses

Composting operations (see section 4.29) (MC-Feb 26/96;E-Mar 28/96)

27.2 I-1 ZONE REQUIREMENTS

In any I-1 Zone where uses are permitted in accordance with Section 27.1, no development permit shall be issued except in conformity with the following:

Minimum Lot Area	20,000 square feet (1858.1 m ²)
Minimum Frontage	100 feet (30.9 m)
Minimum Front or Flankage Yard	30 feet (9.1 m)

Minimum Rear or Side Yard	15 feet (4.6 m)
Maximum Lot Coverage All Buildings	50 percent

27.3 OTHER REQUIREMENTS: INDUSTRIAL USES

Where uses are permitted as an industrial use in an I-1 Zone, the following shall apply:

- (a) The use shall not be obnoxious or create a nuisance.
- (b) The Development Officer shall obtain approval from the Nova Scotia Departments of the Environment, Health and Fitness and Transportation and Communications before issuing a development permit for manufacturing operations.
- (c) Notwithstanding Section 27.2, the minimum side yard for any I-1 zone lot which abuts residential use(s) and/or vacant lot(s) shall consist of the greater of fifteen (15) feet (4.6 m) or five (5) percent of the lot frontage;
- (d) Notwithstanding Section 27.2, the rear yard which abuts residential use(s) and/or vacant lot(s) shall consist of the greater of fifteen (15) feet (4.6 m) or five (5) percent of the minimum lot depth.
- (e) No parking or driving aisles shall be permitted within the required side and/or rear yard which abuts a residential use(s) and/or vacant lot(s).
- (f) Any storage associated with the light industrial use, with the exception of mobile equipment, shall be contained within a building or otherwise enclosed by vegetation or other means which provide an effective visual barrier.

27.4 OTHER REQUIREMENTS: RECYCLING DEPOTS

Where recycling depots are permitted as light industrial uses in an I-1 Zone, any materials associated with the recycling depot shall be wholly contained within a building.

27.5 OTHER REQUIREMENTS: COMMERCIAL USES

Where commercial uses are permitted in the I-1 zone, no development permit shall be issued except in conformity with the provisions of the C-2 (General Business) Zone.

27.6 OTHER REQUIREMENTS: CANNABIS PRODUCTION FACILITIES (RC-Sep18/18; E-Nov 3/18)

- (a) **Where a lot containing a cannabis production facility abuts a lot**
 - (i) **zoned or used for residential purposes, or**
 - (ii) **that is used for a daycare, community centre, school, religious institution, public park or playground,**

such facility, including any building or outdoor area used as a cannabis production facility, shall be set back a minimum 230 feet (70 metres) from the abutting lot line.