



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

**Item No. 10.1.1**  
**North West Community Council**  
**July 16, 2019**  
**August 12, 2019**

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

Original Signed

**SUBMITTED BY:**

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Kelly Denty, Director of Planning and Development

**DATE:** May 6, 2019

**SUBJECT:** **Case 22113: Application to enter into a development agreement for lands at 103 Dartmouth Road, Bedford to allow for an apartment unit within a single unit dwelling**

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**ORIGIN**

Application by Lin Si.

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development.*

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to enable the inclusion of an apartment unit within a single unit dwelling at 103 Dartmouth Road, 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; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Lin Si is applying to enter into a development agreement for lands at 103 Dartmouth Road, Bedford to enable the construction of an apartment unit within a single unit dwelling, not exceeding 700 square feet in size.

<b>Subject Site</b>	103 Dartmouth Road, Bedford (PID 41172818)
<b>Location</b>	South side of Dartmouth Road between Eaglewood Drive and Dartmoor Crescent
<b>Regional Plan Designation</b>	US (Urban Settlement)
<b>Community Plan Designation (Map 1)</b>	R (Residential)
<b>Zoning (Map 2)</b>	RSU (Residential Single Unit)
<b>Size of Site</b>	Approximately 960 square metres (10,340 sq. ft.)
<b>Street Frontage</b>	Approximately 40 metres (130 ft.)
<b>Current Land Use(s)</b>	Vacant
<b>Surrounding Use(s)</b>	Residential single detached dwelling units

### **Proposal Details**

The applicant proposes to develop an apartment unit within a single detached dwelling that is under construction at 103 Dartmouth Road, Bedford. The proposed unit will be approximately 654 sq. ft. in size and located in the basement of the two-storey residential building. No external changes to the building already approved within the as-of-right permitting process are being proposed.

### **Enabling Policy and Land Use By-law Context**

This application is enabled through Policies R-8 and R-18 of the Bedford Municipal Planning Strategy (MPS).

The Generalized Future Land Use Map (Map 1) for Bedford includes the property within a Residential Designation. This designation has been applied to the lands of the Plan area which are intended to permit the full range of residential uses, park uses, and special care facilities. The property is zoned RSU (Residential Single Unit) as seen on Map 2. This zone permits single unit dwellings, parks, special care facilities, accessory uses, and existing two-unit dwellings. The as-of-right residential dwelling that is being constructed conforms to the standards set out by the Land Use By-law and meets all the setback and lot coverage requirements.

While an accessory apartment is not permitted by-right within the RSU zone, Policy R-8 of the Bedford MPS enables an apartment unit on RSU zoned properties through consideration of a development agreement by Council. Policy R-8 references Policy R-18, which states that it shall be the intention of Council to encourage the construction of housing to meet the needs of households experiencing difficulties due to housing affordability and/or design, such as the elderly, the physically challenged, or households with low or moderate incomes.

## **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, letters mailed to property owners within the 500-foot notification area and a public information meeting held on March 28, 2018, Attachment B contains a copy of a summary from the meeting. The public comments received include the following topics:

- Question as to whether or not the zoning would change with the approved unit;
- Question as to if development agreements stay with the property or owner; and

- Development such as this needs to be encouraged.

A public hearing must be held by North 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 residents and property owners neighbouring the subject site.

## **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 B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies. A summary of the key policies has been provided below.

### **Bedford Municipal Planning Strategy**

Policy R-8 outlines that it shall be the intention of Council to promote neighbourhood stability within established residential areas which are zoned for a residential use on the zoning map. Policy R-8 recognizes that there may be a need for alternate housing options in these designations and that Council may consider applications for a development agreement to permit the inclusion of an apartment unit within a single-unit dwelling in the RSU Zone. Policy R-8 restricts the maximum size of apartment units created in single-unit dwellings to a maximum of 700 sq. ft. in area. The proposed apartment unit meets the requirements as set out by this policy. The proposed apartment unit will be in the basement of the Residential Single Unit (RSU) dwelling and has been designed as a 654-sq. ft. unit.

It has been indicated that there will be a home occupation in the dwelling, a use permitted as right through the MPS and LUB. Policy R-22 permits home occupations in residential zones, provided they are clearly accessory to the use of the building as a dwelling and introduces controls on home occupations through provisions in the LUB. As this is a new dwelling, it has been designed around the inclusion of the home occupation space. The layout of the dwelling has placed the occupation space on the ground level to enable accessible entry from the parking area and split the living space between the basement and second story. In this case, a chiropractic office is intended to be located within the home.

Policy R-18 outlines that it shall be the intention of Council to encourage the construction of housing to meet the needs of households experiencing difficulties due to housing affordability and/or housing design. The policy explains that residents experiencing difficulties may include the elderly, the physically challenged, or households with low or moderate incomes. The applicant has stated that the intent of the apartment is to provide an additional independent living space for their parents. This will be a multi generational home with both sets of parents residing there. The inclusion of the additional cooking area in the basement of the dwelling will assist at increasing the quality of life provided in the dwelling.

Applications such as this allow the option for families to become multigenerational, children to assist with house hold activities of their parents and allows a level of assisted independence that may not be otherwise achievable due to near-by housing options or economic circumstances. This desirable condition notwithstanding, it is important to note that an approval of this application would not be contingent on the applicant's family residing in the home in perpetuity, and Community Council must make their decision based on the appropriateness of the 'Use' not the specific 'Users'. These policies are further addressed and reviewed in Attachment B of this report.

### **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:

- Size, location, egress, location of power metres;

- Parking, circulation, and access; and
- Solid waste storage;

The attached development agreement will permit an apartment unit within a single unit dwelling, subject to the controls identified above. The matters addressed by the proposed development agreement satisfy the MPS criteria as outlined in Attachment B.

#### **North West Planning Advisory Committee**

On May 1, 2019 the North West Planning Advisory Committee (PAC) recommended that the application be approved with no modifications. There were questions raised about the ease of access to the site and if cars would be required to reverse onto Dartmouth Road, however these were addressed, and it was noted that there will be room for cars to reposition within the paved area of the drive way.

A report from the PAC to Community Council will be provided under separate cover.

#### **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 proposed apartment unit will have limited impact on the surrounding property owners, will not be visible from the street, and will have limited impact on the external façade of the building. The intended use of the apartment unit is within the stated purpose of Policy R-8 and R-18. Therefore, staff recommend that the North 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 2019-2020 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 adopting the proposed development agreement are contained within the Discussion section of this report.

#### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

#### **ALTERNATIVES**

1. North West Community Council may choose to approve the proposed development 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. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification Area
Attachment A	Proposed Development Agreement
Attachment B	Review of Relevant Policies from the Bedford MPS
Attachment C	Public Information Meeting Minutes

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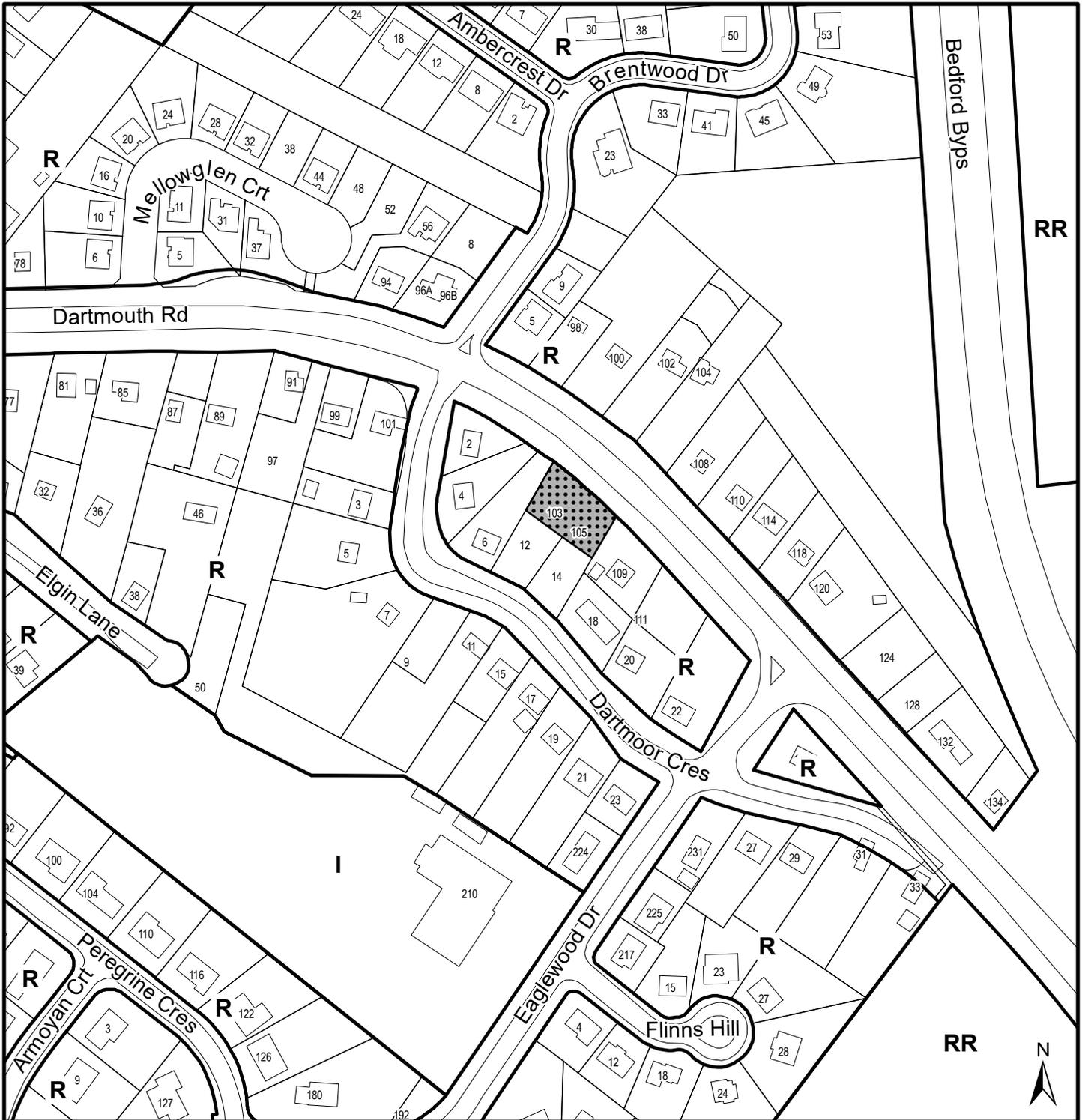
A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Cameron Robertson, Planner II, 902.490.7175

Original Signed

Report Approved by: \_\_\_\_\_  
Steve Higgins, Manager Current Planning, 902.490.4382

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**Map 1 - Generalized Future Land Use**

103 & 105 Dartmouth Road,  
Bedford

**HALIFAX**



 Subject Property

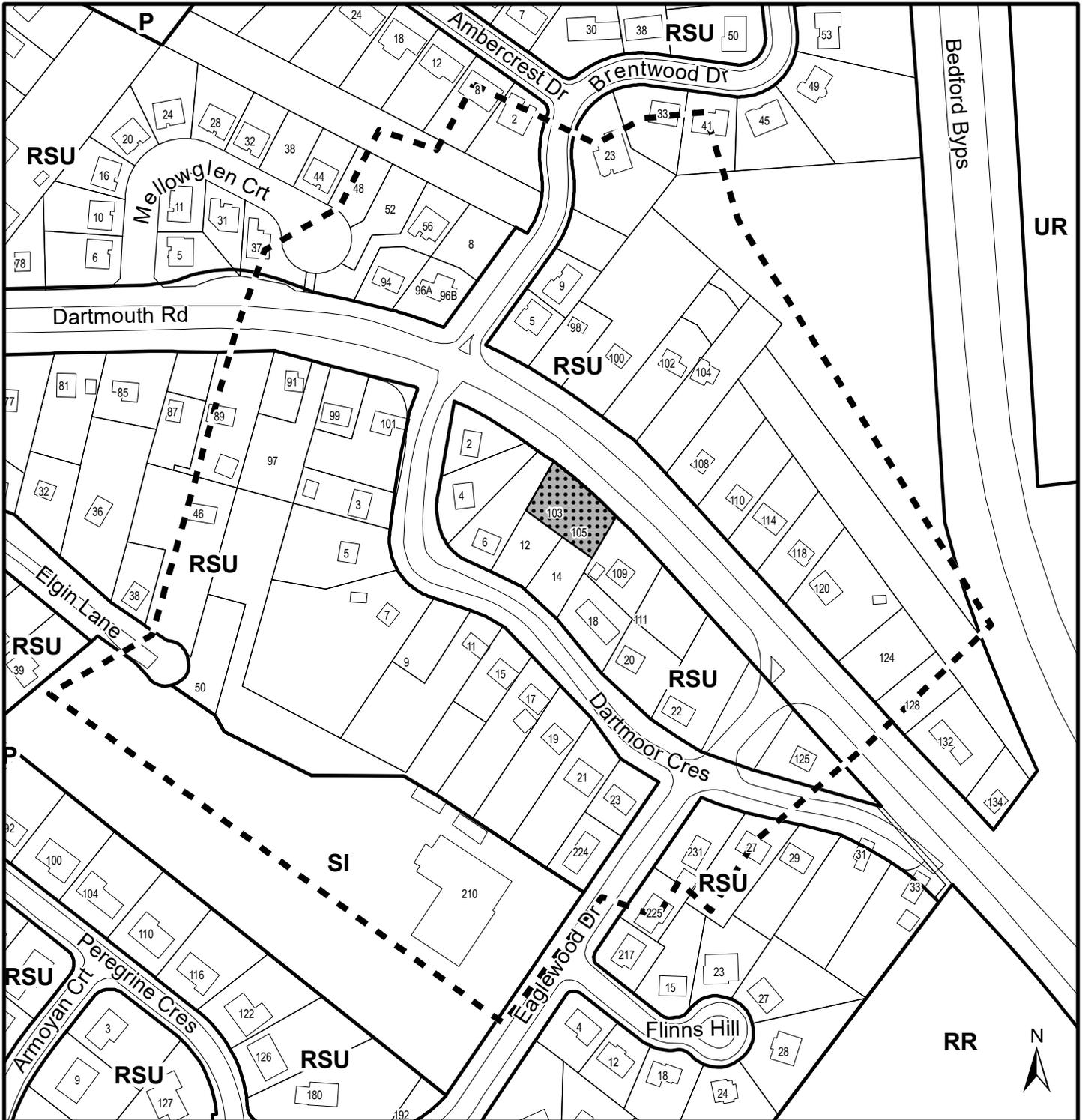
**Designation**

- R Residential
- RR Residential Reserve
- I Institutional

Bedford  
Plan Area

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.



**Map 2 - Zoning and Notification**

103 & 105 Dartmouth Road,  
Bedford

**HALIFAX**

-  Subject Property
-  Area of Notification

- Zone**
- RSU Single Dwelling Unit
  - RR Residential Reserve
  - SI Institutional
  - P Park
  - UR Urban Reserve



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.

Bedford  
Plan Area

**ATTACHMENT A: Proposed Development Agreement**

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

BETWEEN:

**LIN SI AND WILSON WING CHANG WONG**

an individual, in the Halifax Regional Municipality, in the Province of  
Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL** 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 103 Dartmouth Road, Bedford and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow the development of an apartment unit and associated uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies R-8 and Z-3 of the Bedford Municipal Planning Strategy and pursuant to Part 4: Uses Permitted by Development Agreement and Part 6: RSU – Single Dwelling Unit Zone of the Bedford Land Use By-Law;

**AND WHEREAS** the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 22113;

**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 Land Use By-law for Bedford and the Regional Subdivision By-law, as may be amended from time to time.

1.2.2      Variances to the requirements of the Bedford Land Use Bylaw shall not be permitted in accordance with the *Halifax Regional Municipality Charter*.

**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.

#### **1.7 Lands**

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

### **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.

## **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 22113:

Schedule A     Legal Description of the Lands  
Schedule B     Site Plan

### **3.2 General Description of Land Use**

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

- (a) Conversion of the single unit dwelling to two dwelling units of which the new apartment unit shall not exceed 700 square feet in area;
- (b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Bedford as amended from time to time.

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

### **3.3 Apartment Unit Layout**

3.3.1 The layout of the apartment unit shall:

- (a) be wholly contained within the existing structure;
- (b) not exceed 700 square feet in area;
- (c) include a ground level entrance for the apartment unit from the side of the existing dwelling; and
- (d) locate any new power meters on the side or rear of the dwelling;

### **3.4 Parking, Circulation and Access**

3.4.1 Parking shall:

- (a) comply with the requirements of the Land Use By-Law;
- (b) be hard surfaced; and
- (c) be as generally shown on Schedule B.

3.4.2 The driveway shall be sited as generally shown on Schedule B and shall comply with the requirements of the Land Use By-Law for Bedford, Bylaw S-300 Respecting Streets, and any other applicable legislation.

### **3.5 Maintenance**

3.5.1 The Developer shall maintain and keep in good repair all portions of the development, including but not limited to, the two dwelling units and associated uses, the interior and exterior of the buildings, parking areas and driveways, and walkways.

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

### **4.1 General Provisions**

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

### **4.2 Off-Site Disturbance**

- 4.2.1 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 as directed by the Development Officer, in consultation with the Development Engineer.

### **4.3 Solid Waste Facilities**

- 4.3.1 All refuse and recycling materials shall be contained within a building, or within suitable containers which are screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or suitable landscaping.

## **PART 5: AMENDMENTS**

### **5.1 Non-Substantive Amendments**

- 5.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
- (a) The granting of an extension to the Commencement of Construction dates as identified in Section 6.3.1 of this Agreement.

### **5.2 Substantive Amendments**

- 5.2.1 Amendments to any matters not identified under Section 5.1.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

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

### **6.1 Registration**

- 6.1.1 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.

### **6.2 Subsequent Owners**

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

### **6.3 Commencement of Development**

- 6.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law for Bedford.
- 6.3.2 For the purpose of this section, commencement of development shall mean issuance of a Building Permit.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1.1(a).

### **6.4 Completion of Development**

- 6.4.1 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 Municipal Planning Strategy and Land Use By-law for Bedford as may be amended from time to time.

### **6.5 Discharge of Agreement**

- 6.5.1 If the Developer fails to complete the development after 5 years from the date of registration of this Agreement at the Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Bedford, as may be amended from time to time.

## **PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **7.1 Enforcement**

- 7.1.1 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.

### **7.2 Failure to Comply**

- 7.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 7 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:

**LIN SI AND WILSON WING CHANG WONG**

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

**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

## NOTES:

- IT IS THE OWNER'S RESPONSIBILITY TO HAVE THE SITE PREPARED TO ACCEPT THE BUILDING AS PER HRM REQUIREMENTS AND ENSURE THAT ALL SITE WORK AND GRADING IS DONE IN ACCORDANCE WITH THIS PLAN.
- THE BUILDER SHALL REVIEW ALL FOUNDATION DIMENSIONS SHOWN HEREON TOGETHER WITH THE LATEST ARCHITECTURAL DRAWINGS. CONTRACTORS SHALL REVIEW TOP OF WALL HEIGHTS AND SURFACE GRADING PRIOR TO CONSTRUCTION. *IF UNUSUAL OR UNEXPECTED SITE CONDITIONS ARE ENCOUNTERED DURING CONSTRUCTION, THE DESIGNER SHALL BE NOTIFIED IMMEDIATELY TO DISCUSS GRADING ALTERNATIVES.*
- ELEVATIONS REPRESENT EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.
- LANDSCAPING SHALL BE CONSTRUCTED IN SUCH A WAY AS TO ENSURE POSITIVE DRAINAGE OF STORM WATER AWAY FROM THE DWELLING. A MIN. SLOPE OF 10% FOR THE FIRST 5 FEET IS REQUIRED. ALL OTHER CONSTRUCTED GRADES SHALL BE A MIN. OF 2% AND A MAX. OF 3H:1V (EXCEPT FOR ROCK FACES). ALL DISTURBED AREAS SHALL BE FINISHED WITH EITHER GRAVEL OR ASPHALT, SOD OR MULCH UNLESS OTHERWISE STATED.
- THE PURCHASER AND THEIR AGENTS SHALL COMPLY WITH REGULATIONS OF THE NS DEPT. OF ENVIRONMENT WITH RESPECT TO SOIL EROSION AND STABILIZATION UPON COMMENCEMENT OF CONSTRUCTION.
- THE MINIMUM VERTICAL DISTANCE FROM NON-MASONARY FINISHES TO FINAL LANDSCAPED GRADES SHALL BE 8.5" (0.7 Feet) EXCEPT AT GARAGE OPENINGS.
- IF FOUNDATION EXTENDS BEYOND PREPARED PAD, THEN THE BUILDER SHALL ENSURE THAT ALL ADDITIONAL STRUCTURAL FILL AND GEOTECHNICAL WORKS ARE COMPLETED IN ACCORDANCE WITH HRM/NBC REQUIREMENTS.
- RETAINING WALLS THAT EXCEED 3.3 FEET IN HEIGHT SHALL BE DESIGNED AND CERTIFIED BY A GEOTECHNICAL ENGINEER AND SHALL INCORPORATE A HAND RAIL OR SAFETY FENCE INTO THEIR DESIGN.
- ALL UNDERGROUND SERVICES SHOWN HEREON (WATER, SANITARY, STORM, POWER/COMM.) REPRESENT INFORMATION PROVIDED BY MWE.
- ALL SERVICE LATERAL INVERTS AT THE FOUNDATION ARE PROPOSED 1.5 FEET BELOW THE 'BFE' OR 4 FEET BELOW A SLAB ON GRADE (WHICHEVER IS LOWER); INSTALLED AT MIN. 2% SLOPE.
- PROPERTY BOUNDARIES RELATE TO HCLRO PLAN No. 85662022 DATED JUNE 29, 2006.
- CONTRACTOR TO CONTACT UTILITY COMPANIES (ALJANT, NSPI, HERITAGE, etc.) TO CONFIRM IF ANY UNDERGROUND SERVICES EXIST IN THE VICINITY OF PROPOSED WORK PRIOR TO EXCAVATION.
- RAIN LEADER DOWNSPOUTS SHALL DISCHARGE ONTO SPLASH PADS AND ARE NOT TO BE CONNECTED TO THE MUNICIPAL STORM SEWER SYSTEM. STORM SEWER LATERALS ARE PROVIDED FOR FOOTING DRAINS ONLY.*

## SERVICE LATERALS (TYPICAL)

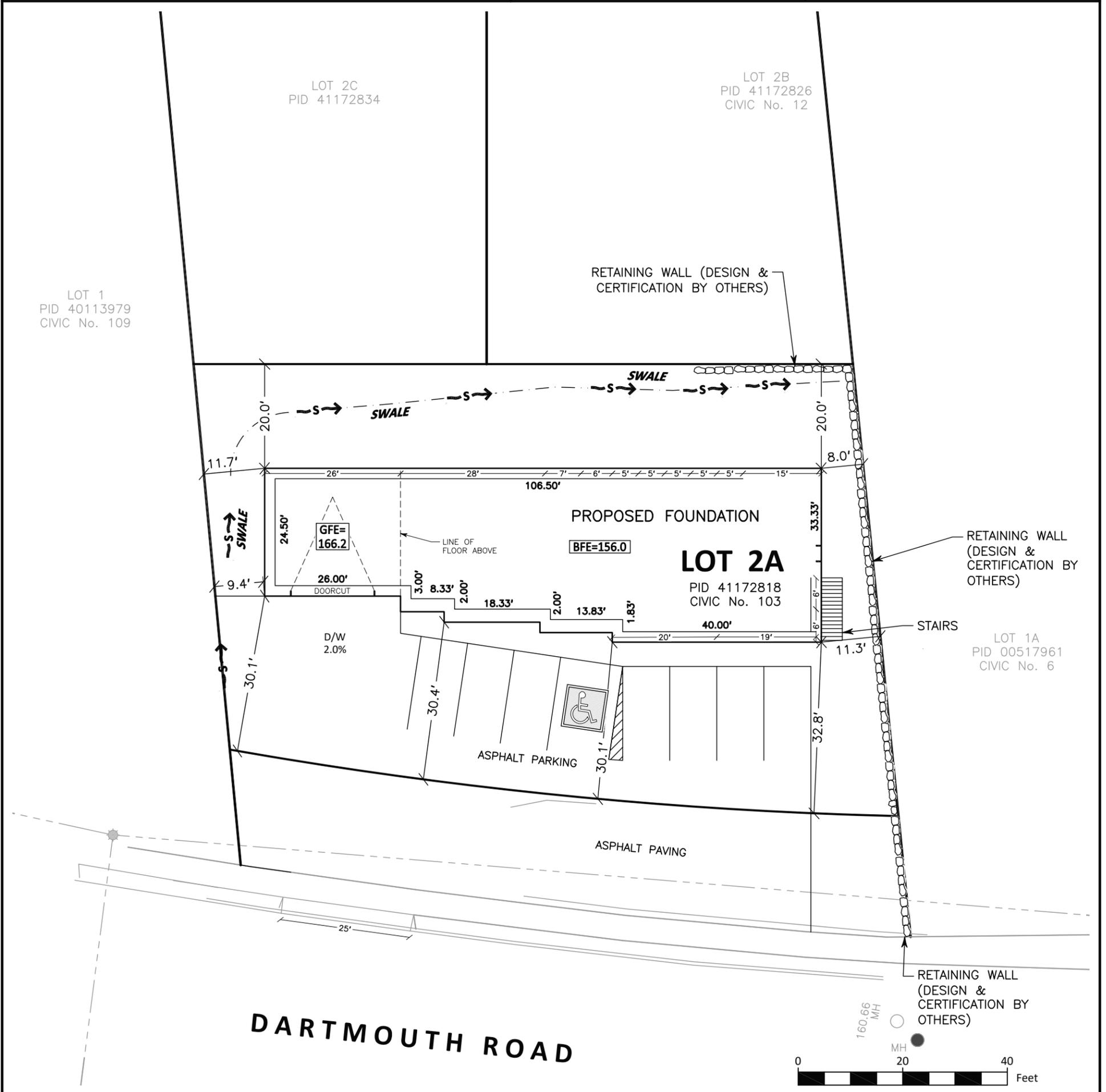
FM FORCEMAIN LATERAL: 2" PVC DR26 (WHITE)	SAN 5" MIN. SANITARY LATERAL: PVC DR28 (WHITE)
W WATER LATERAL: 3/4" COPPER	STM 4" MIN. STORM LATERAL: PVC DR35 (GREEN)

SERVICE LATERALS MUST BE EXCAVATED AND ELEVATIONS VERIFIED PRIOR TO FOOTING CONSTRUCTION TO ENSURE CONNECTIONS TO DWELLING CAN BE MADE AS PER HALIFAX WATER STANDARDS. CONTRACTOR SHALL REFER TO HRWC DESIGN & CONSTRUCTION SPECIFICATIONS SECTION 3.2.6, 4.2.5 AND 5.5.2 FOR CONNECTION DETAILS.

**CAUTION: SERVICE INFORMATION SHOWN HEREON WAS COMPILED FROM FIELD SURVEY AND DATA OBTAINED FROM VARIOUS UTILITY OPERATORS. THE EXACT LOCATION OF UNDERGROUND SERVICES IS NOT CONFIRMED. CONTACT SHOULD BE MADE WITH ALL UTILITY OPERATORS RELATING TO THE CONFIRMATION OF THE SERVICES SHOWN AND FOR OTHER SERVICES WHICH MAY EXIST BEFORE CONSTRUCTION COMMENCES.**

## LEGEND

x 200.4	EXISTING SPOT ELEVATION
201.2	FINISH GRADE
BFE	BASEMENT FLOOR ELEVATION
GFE	GARAGE FLOOR ELEVATION
TW	TOP OF WALL
(4)	WALL HEIGHT ABOVE 'BFE'
WD	WALL DROP
—▲—	SIDING/BRICK DROP
R/W	RETAINING WALL
—→—	FLOW DIRECTION OF DRAINAGE
—S→	FLOW DIRECTION OF SWALE
⊙	POLE & ANCHOR
○	MANHOLE
⊗	WATER VALVE
⊙	FIRE HYDRANT
⊠	CATCHBASIN(S)
⊠	STORM INLET/OUTLET
⊠	CONC. HEADWALL
⊠	URD BOX, UTILITY PEDESTAL
U/L	UNDERGROUND ELEC. LATERAL
⊙	SURVEY MARKER
○	IRON BAR
Fd	FOUND
PID	PARCEL IDENTIFICATION NUMBER



**LOT 2A, PID 41172818**  
Original Signed  
103 DARTMOUTH ROAD  
BEDFORD, HALIFAX COUNTY, NOVA SCOTIA

**SITING & GRADING PLAN**

PROFESSIONAL  
Original Signed



**Servant, Dunbrack, McKenzie & MacDonald Ltd.**  
NOVA SCOTIA LAND SURVEYORS | CONSULTING ENGINEERS

36 OLAND CRESCENT  
BAYERS LAKE BUSINESS PARK  
HALIFAX, NOVA SCOTIA B3S 1C6

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SCALE: 1" = 20'

DATED: November 5, 2018  
FILE No. 1-8-110 (33565)



**Attachment B**  
**Review of Relevant Policies from the Bedford Municipal Planning Strategy**

**Residential Objective**

To make provision for a choice of housing types; to make provision for construction of affordable housing; to provide for preservation of the character of existing neighbourhoods in their present form; to permit residential development to occur in areas where the Town can economically provide services; to consider the need for permanent buffers and/or separation distances where residential uses abut incompatible land uses; to encourage the provision of housing for those with special needs; to provide for a mix of housing types in new developments consistent with the trend in starts in Bedford since 1980; to plan for provision of supporting neighbourhood infrastructure such as schools, parkland and commercial facilities; and, to encourage development that would be designed to suit the natural terrain minimizing negative impacts to the natural environment.

<b>Policy</b>	<b>Comment</b>
<p><b>Policy R-8:</b> It shall be the intention of Town Council to promote neighbourhood stability within established residential areas which are zoned for a residential use on the Zoning Map. Established residential areas are those which are designated "Residential" and "Residential Reserve" on the Generalized Future Land Use Map.</p> <p>A plan amendment shall be required in order for Town Council to consider rezoning or development agreement applications which would seek to increase the number of dwelling units or alter the land uses.</p> <p>Notwithstanding the foregoing, Town Council may consider applications for a development agreement to permit the inclusion of an apartment unit within a single-unit dwelling in the RSU Zone or other housing options as identified in Policies R-18 and 19. Apartment units added within single unit dwellings shall not exceed 700 sq. ft. in area and detached garden flats shall not exceed 700 sq. ft. in area.</p>	<p>The property, located at 103 Dartmouth Road, Bedford, is in an established residential area identified on the zoning map and the GFLUM. Under the zoning the property is designated RSU (Residential Single Dwelling Unit) and under the Generalized Future Land Use Map the property is designated R (Residential Designation).</p> <p>While the applicant has requested to increase the number of dwelling units, in this situation it does not require a plan amendment as the additional dwelling unit may be considered through the notwithstanding clause of this policy.</p> <p>The applicant has requested to enter into a development agreement to add a single apartment unit, under 700 sq. ft., in the basement level of the building. The building is an as-of-right single detached residential dwelling, which was approved in November of 2018. Through this policy, R-8, this request can be considered. Within the established residential neighbourhood, at the intersection of Brentwood Drive and Dartmouth Road, is an existing two-unit dwelling in the RSU Zone.</p>
<p><b>Policy R-18:</b> It shall be the intention of Town Council to encourage the construction of housing to meet the needs of households experiencing difficulties due to housing affordability and/or housing design.</p> <p>Residents experiencing these difficulties may include the elderly, the physically challenged, or households with low or moderate incomes.</p>	<p>The applicant has noted the single detached unit is intended to support a multi-generational family. As part of the layout for the dwelling unit, the ground floor has been designed to support a home occupation, permitted as of right in Bedford through the MPS. The living and kitchen area have been placed on the second storey with additional living spaces located in the basement level.</p> <p>The applicant had requested the option to add a second kitchen area to the basement level of the proposed dwelling. The reasoning for the additional kitchen space is to allow the applicants senior family members access to a kitchen without the need to go between the</p>

	<p>basement level and second floor and to allow for an improved level of assisted independent living.</p> <p>To accommodate this request, it was determined that a development application for an apartment unit, as provided through Policy R-8, would be appropriate.</p>
<p><b>Policy R-19:</b> It shall be the intention of Town Council to involve seniors in the undertaking of a study to determine specific actions which may be pursued to help seniors stay in their homes and to encourage the development of alternative affordable housing forms for them. Following adoption of the study's findings and recommendations, Town Council shall consider amending the Land Use By-Law as required to permit implementation of the recommendations.</p>	N/A
<p><b>Implementation Policies</b></p>	
<p><b>Policy Z-3:</b> It shall be the policy of Town Council when considering zoning amendments and development agreements [excluding the WFCDD area] with the advice of the Planning Department, to have regard for all other relevant criteria as set out in various policies of this plan as well as the following matters:</p>	
<p>1. That the proposal is in conformance with the intent of this Plan and with the requirements of all other Town By-laws and regulations, and where applicable, Policy R-16 is specifically met;</p>	<p>The approved as-of-right development is in conformance with the intent of this Plan. The as-of-right development is a single detached residential dwelling unit with permitted home occupation.</p> <p>The proposal for the application for Development Agreement is to allow a under 700 sqft apartment unit within a single detached dwelling unit. The proposed use of the unit is to support a multi-generational family, specifically senior family members. This is supported through Policy R-8 and R-18 of this Plan.</p> <p>Policy R-16 is not applicable to this application.</p>
<p>2. That the proposal is compatible with adjacent uses and the existing development form in the neighbourhood in terms of the use, bulk, and scale of the proposal;</p>	<p>The proposal for Development Agreement to allow a under 700 sqft apartment is allowed through policy R-8. The proposed apartment unit will be within the existing walls and foundation of the as-of-right building. Within approximately 100 metres of the site is an existing two-unit dwelling in the RSU and R designations of this Plan. This additional unit is not expected to have any significant impact on the building besides an address sign and exhaust fan. The door to the unit would exist as a basement level exit regardless of the apartment.</p>
<p>3. That provisions are made for buffers and/or separations to reduce the impact of the proposed development where incompatibilities with adjacent uses are anticipated;</p>	<p>The proposed apartment unit will be within the existing walls and foundations of the as-of-right building. The proposed use of the apartment is residential and will have limited impacts with adjacent uses. Provisions for screening items such as garbage will be provided in the development agreement.</p>

4. That provisions are made for safe access to the project with minimal impact on the adjacent street network;	Site has existing curb cut and driveway with frontage onto Dartmouth Road, Bedford which can be used to support the proposed development. Any alteration would only be approved in compliance with Streets By-Law (S-300)
5. That a written analysis of the proposal is provided by staff which addresses whether the proposal is premature or inappropriate by reason of:	
i) the financial capability of the Town to absorb any capital or operating costs relating to the development;	No cost is expected to be incurred by the municipality with this development.
ii) the adequacy of sewer services within the proposed development and the surrounding area, or if services are not provided, the adequacy of physical site conditions for private on-site sewer and water systems;	Sewer and water services in the area are adequate to support the proposed development
iii) the adequacy of water services for domestic services and fire flows at Insurers Advisory Organization (I.A.O.) levels; the impact on water services of development on adjacent lands is to be considered;	
iv) precipitating or contributing to a pollution problem in the area relating to emissions to the air or discharge to the ground or water bodies of chemical pollutants;	This development is not expected to contribute to a pollution problem in the area.
v) the adequacy of the storm water system with regard to erosion and sedimentation on adjacent and downstream areas (including parklands) and on watercourses;	No watercourses or parks are located on or adjacent to the property.  The existing stormwater system is adequate to support the proposed development
vii) the adequacy of recreational land and/ or facilities;	The subject property is located within an urban area with access to local community parks, schools, and facilities. Located near by are Golf Links Park, Eaglewood Elementary School Park, Dartmouth Road Park, Ridgevale Drive Park 1, Admiral Cove Park, Picnic Cove Park.
viii) the adequacy of street networks in, adjacent to, or leading toward the development regarding congestion and traffic hazards and the adequacy of existing and proposed access routes;	The existing street network is adequate to support the proposed development.
ix) impact on public access to rivers, lakes, and Bedford Bay shorelines;	No access to rivers, lakes, or shorelines are available through this property.
x) the presence of significant natural features or historical buildings and sites;	No presence of significant natural features, historical buildings, or sites on or near the property.
xi) creating a scattered development pattern which requires extensions to trunk facilities and public services beyond the Primary Development Boundary;	The subject property is within existing service areas and urban area. This will not contribute to a scattered development pattern, will not require extensions to trunk facilities or public services beyond the development boundary.
xii) impact on environmentally sensitive areas identified on the Environmentally Sensitive Areas Map; and,	No impact on environmentally sensitive areas are expected through this development.

<p>xiii) suitability of the proposed development's siting plan with regard to the physical characteristics of the site.</p>	<p>The initial building has been approved through the as-of-right process and can currently be built "as-is" without the proposed apartment unit. The siting is appropriate and satisfies all setback requirements of the Residential Single Unit Zone of the Bedford LUB.</p>
<p>6. Where this plan provides for development agreements to ensure compatibility or reduce potential conflicts with adjacent land uses, such agreements may relate to, but are not limited to, the following:</p>	
<p>i) type of use, density, and phasing;</p>	<p>The type of use is regulated by the DA. The density is specified in the MPS and allows for one additional apartment unit within the Residential Single Unit Zone for a maximum of 2 units on a property. No phasing is required for this development.</p>
<p>ii) traffic generation, access to and egress from the site, and parking;</p>	<p>Regulated and outlined in DA, Land Use By-law, and Streets By-Law (S-300).</p>
<p>iii) open storage and landscaping;</p>	<p>Regulated by DA</p>
<p>iv) provisions for pedestrian movement and safety;</p>	<p>N/A</p>
<p>v) provision and development of open space, parks, and walkways;</p>	<p>N/A</p>
<p>vi) drainage, both natural and subsurface;</p>	<p>Controlled by Lot Grading Regulations</p>
<p>vii) the compatibility of the structure(s) in terms of external design and external appearance with adjacent uses; and,</p>	<p>Regulated by DA as this is approving a use within an existing structure.</p>
<p>viii) the implementation of measures during construction to minimize and mitigate adverse impacts on watercourses.</p>	<p>Controlled by Lot Grading Regulations</p>
<p>7. Any other matter enabled by Sections 73 and 74 of the Planning Act.</p>	
<p>8. In addition to the foregoing, all zoning amendments and development agreements shall be prepared in sufficient details to:</p>	
<p>i) provide Council with a clear indication of the nature of the proposed development; and</p>	<p>Proposed development is as described in this staff report and proposed development agreement</p>
<p>ii) permit staff to assess and determine the impact such development would have on the proposed site and the surrounding community.</p>	<p>Proposed development is as described in this staff report and proposed development agreement</p>
<p>9. To assist in the evaluation of applications to enter into development agreements, Council shall encourage proponents to provide the following information:</p>	
<p>a) a plan to a scale of 1":100' or 1":40' showing such items as:</p>	<p>Has been provided</p>
<p>i) an overall concept plan showing the location of all proposed land uses;</p>	<p>Provided</p>

ii) each residential area indicating the number of dwelling units of each type and an indication of the number of bedrooms;	Provided
iii) description, area, and location of all proposed commercial, cultural, mixeduse projects proposed;	N/A
iv) location, area, shape, landscaping and surface treatment of all public and private open spaces and/or park areas;	N/A
v) plan(s) showing all proposed streets, walkways, sidewalks, bus bays and bike routes	N/A
vi) a description of any protected viewplanes; and,	N/A
vii) an indication of how the phasing and scheduling is to proceed.	N/A
b) For individual phases of a development more detailed concept plans are to be provided indicating such items as maximum building heights, location and configuration of parking lots, landscaping plans, and any additional information required to be able to assess the proposal in terms of the provisions of the Municipal Planning Strategy.	No phasing required
c) Plans to the scale of 1":100' showing schematics of the proposed sanitary and storm sewer systems and, water distribution system.	Provided
10. 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;EAug 17/02)	N/A